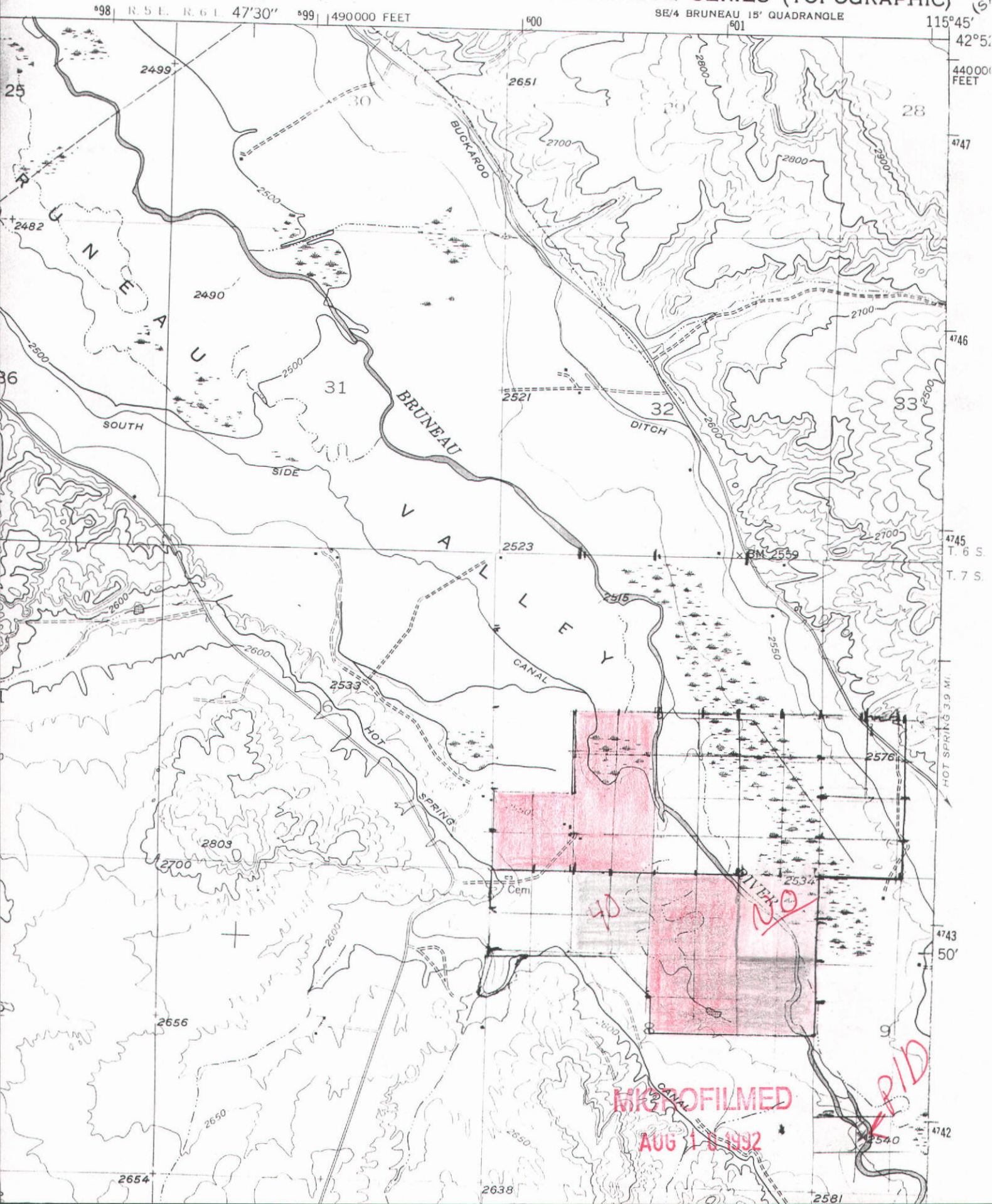


5100061

T 7S, R 6E, Sec. 5 & 8

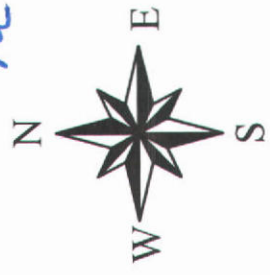
SUGAR VALLEY QUADRANGLE
IDAHO-OWYHEE CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)



7a

IDAHO DEPARTMENT OF WATER RESOURCES

T07S, R06E, S5 & S8



1987 NAPP PHOTO

SECTION LINES

POD

POU

1/4 1/4 LINES

SECTION NUMBER

6

CLAIM(S) : 51-00060, 00061 & 00062

OWNER(S): JOHNSON

Prepared by: Mel Schulte

Date: 5/18/1998



0.75 Miles

0.5

0.25

0



File Copy #51-00069-00061 & -00062

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: A51-00061
Date Received: 1/04/1989
Receipt No: W1863
Received By: 24

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GRANT JOHNSON 208-845-2143
Address: HC 85, BOX 122
BRUNEAU, ID 83604
OR
Name: MABEL JOHNSON 208-845-2143
Address: HC 85, BOX 122
BRUNEAU, ID 83604
OR
Name: CARL JOHNSON 208-845-2143
Address: HC 85, BOX 122
BRUNEAU, ID 83604

2. Date of Priority: APR 01, 1897

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
07S	06E	9	NW	SW	SW		OWYHEE

5. Description of diverting works:
DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	0.400		
STOCKWATER	01/01	12/31	0.120		

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

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

S/APPROX. 600 HD CATTLE

A51-00061

Page

1

Date: 01/04/89

MICROFILMED

AUG 10 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	06E	5	NE	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
					Section Acres		120.0
		8	NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	NW		IRR	40.0
					Section Acres		160.0
					Total Acres		280.0

11. Place of use in counties: OWYHEE

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

13. Other Water Rights Used:
A51-00060, A51-00062

14. Remarks:
THE CHANGE CONSISTS OF ADDING THE P/D WHICH WAS NOT INDICATED
IN ORIGINAL WATER RIGHT, ADDING A WATER QUANTITY FOR STOCK USE.
THE STOCK DRINK FROM THE DITCHES. ____ ALSO, DELETED THE DOMESTIC
USAGE.

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

GRANDVIEW IRR. DIST.
Decree Plaintiff

vs

BRUNEAU BUCKAROO CO-OP DITCH C
Decree Defendant

(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.

AUG 10 1992

T 7S, R 6E, Sec. 5 & 8

IDAHO-OWYHEE CO.

7.5 MINUTE SERIES (TOPOGRAPHIC)

SE/4 BRUNEAU 15' QUADRANGLE

*98| R B L R G L 47'30" *99| 490000 FEET

115°45'
42°5'

44000
FEET

4747

474

4745
T 6 S
T 7 S

W. J. 1
HOT SPRING 39 M.

4743
50'

4742

MICROFILMED

~~AUG 10 1992~~

Water Right Number - 51-00061 Adj. Flag Translation: Standard Water Right Number Old (D) Number -

+ - - - - Last Name - - - - + + - - - - First Name - - - - + + - - - - Address - - - - - + - - - - +

*** C - CURRENT OWNER ***
NOBLE

EST. OF ROBERT INC.

1 -
2 -
3 -
City-
Phone -

State- Zip-

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
04/01/1897 14 D - DECREED

+ - - - - Source - - - - + + - - - - Tributary - - - - + + - - - - Status - - - - +
BRUNEAU RIVER SNAKE RIVER

+ - - - - Point of Diversion - - - - + + - - - - Stream Index (blank if no Index Code) - - - - +
Twn Rng Sec Tract Lot Rflg County

+ - - - - Description - - - - + + - - - - Water Use - - - - + + - - - - Diversion Rate - - - - + + - - - - Diversion Volume - - - - +
Code Period From Period To

01 - IRRIGATION
04 - STOCKWATER
43 - DOMESTIC

0.400

+ - - Total Div. Rate - + + - - Total Div. Volume - + + - - Total Div. Capacity - + + - - Total Consumptive Use - + + - - KW Usage - +
0.400

+ - - - - Tract Lot Acres Code Description County

07S	06E	5	NE SW	40.0	01	IRRIGATION	73	OWYHEE
07S	06E	5	SW SW	40.0	01	IRRIGATION	73	OWYHEE
07S	06E	5	SE SW	40.0	01	IRRIGATION	73	OWYHEE
07S	06E	8	NW NE	40.0	01	IRRIGATION	73	OWYHEE
07S	06E	8	SW NE	40.0	01	IRRIGATION	73	OWYHEE
07S	06E	8	SE NE	40.0	01	IRRIGATION	73	OWYHEE
07S	06E	8	NE NW	40.0	01	IRRIGATION	73	OWYHEE

Total Acres: 280.0

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - Remarks - - - - - No Remarks found.

MICROFILMED
AUG 10 1992

DEPARTMENT OF WATER RESOURCES
WATER RIGHT CLAIMS PROOF READING REPORT

Water right number - 51-00061 Adj. flag translation: Standard Water Right Number
+ - - - - -
+ - - - - Decree Plaintiff - - - +
GRANDVIEW IRR. DIST.
+ - - Microfilm Rolls -
+ - - Audit Fields - 09/11/86 + - - Decree Date - +
02/14/1925

04/30/88 CONVERT
+ - - - - - Water Rights Dates and Flags Area - - - - - +
Proof Due Date - 00/00/0000 Field Exam Made - 00/00/0000 Field Exam Fee -
Approved/Denied - 00/00/0000 Protested Date - 00/00/0000 Swan Falls -
Proof Made Date - 00/00/0000 Hearing Date - 00/00/0000 Temporary Right - P
Start Work Date - 00/00/0000 Verified Date - 00/00/0000 DLE/Carey Act -
Order Show Cause - 00/00/0000 Receipt Number - Water District -
Licensed Date - 00/00/0000 Appl Received - 00/00/0000 Transfer/Amended -
Decree Date - 02/14/1925

MICROFILMED
AUG 10 1992

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: FEB-3-1999
PAGE: A-3-----
RIGHTS FROM: SOURCE: BRUNEAU RIVER TRIBUTARY: SNAKE RIVER

RIGHT NUMBER: 51-00061

NAME & ADDRESS: JAMES E YOUREN
JANET M YOUREN
HC 85 BOX 122
BRUNEAU ID 83604

SOURCE: BRUNEAU RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 0.4 CFS

USE OF THIS RIGHT WITH RIGHT NOS. 51-00060 AND 51-00062 IS
LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.60 CFS.

PRIORITY DATE: 04/01/1897

POINT OF DIVERSION: T07S R06E S08 SESENE Within Owyhee County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION	03-01 11-15	0.4 CFS

PLACE OF USE:	IRRIGATION	Within Owyhee County			
	T07S R06E S05	SESW 0.9	SWSE 3.1		
	S08	NENE 9	NWNE 36	SWNE 14	SENE 23
		NENW 5.1			
	91.1 ACRES TOTAL				

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO
THE IRRIGATION OF A COMBINED TOTAL OF 91.1 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 51-00060 & 51-00062.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: FEB-3-1999
PAGE: A-4

RIGHTS FROM: SOURCE: BRUNEAU RIVER TRIBUTARY: SNAKE RIVER

RIGHT NUMBER: 51-00061 (CONT)

OTHER PROVISIONS: (CONT)

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
IN BASIN 51 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
RIGHTS IN BASIN 51:

WATER RIGHT NO.	SOURCE
NONE	NONE

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
IN BASIN 51 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
RIGHTS IN THE SNAKE RIVER BASIN:

WATER RIGHT NO.	SOURCE
NONE	NONE

ALL WATER RIGHTS WITHIN BASIN 51 ARE FROM CONNECTED SOURCES
OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED
CONJUNCTIVELY.

EXPLANATORY MATERIAL: BASIS OF CLAIM - DECREE

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO
SECTION 42-1425, IDAHO CODE.

USE OF THIS RIGHT IS COMBINED WITH WATER FROM
HOT SPRINGS DITCH CO.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 51-00060 & 51-00062.
STOCKWATER RECOMMENDED IN 51-00060.

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

In Re SRBA)
Case No. 39576) **NOTICE OF COMPLETED**
) **ADMINISTRATIVE PROCEEDINGS**
) **Water Rights 51-00060, 51-00061**
) **and 51-00062**

IDWR has completed the following Administrative Proceeding:

☐ Change of Address
☒ Substitution of Party
☐ I.C. 42-222 Transfer

SUBSTITUTION OF PARTY

Does the change in "ownership" result in a splitting of the water
right claimed? ☐ Yes ☒ No

If yes, does the split involve an I.C. 42-222 transfer? ☐ Yes ☐ No

Water Right(s): 51-00060, 51-00061 and 51-00062

**NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
2/3/1999**

51-00060, 51-00061 and 51-00062

PAGE 1

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed as set forth in the attached Amended Director's Reports for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

To (Claimant/Purchaser):

Name of Claimant: JAMES E YOUNG
JANET M YOUNG
Address: HC 85 BOX 122
BRUNEAU ID 83604
Phone: (208) 845-2146

From (Claimant/Seller):

Name of Claimant: MABEL JOHNSON
GRANT JOHNSON
Address: HC 85 BOX 122
BRUNEAU ID 83604-9702
Phone: (208) 845-2143

Name of Claimant: GRANT JOHNSON
Address: HC 85 BOX 122
BRUNEAU ID 83604-9702
Phone: (208) 845-2143

Name of Claimant: CARL JOHNSON
Address: HC 85 BOX 122
BRUNEAU ID 83604-9702
Phone: (208) 845-2143

IDWR has served copies of the Notice of Completed Administrative Transfer and Amended Director's Reports(s) on the claimant(s), prior claimants(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: February 3, 1999



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on February 3, 1999 I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:

MABEL JOHNSON
GRANT JOHNSON
HC 85 BOX 122
BRUNEAU ID 83604-9702

CARL JOHNSON
HC 85 BOX 122
BRUNEAU ID 83604-9702
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

JAMES E YOUREN
JANET M YOUREN
HC 85 BOX 122
BRUNEAU ID 83604
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449
5. One Copy to:
United States Dept. of Justice
Environment & Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724

Dorise Buffington
Signature of person or attorney by mailing the form

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED
FEB 01 1999
WATER RESOURCES
WESTERN REGION

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).: 51-00060, 51-00061, 51-00062
Adjudication Claim No(s).: _____

2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant CARL GRANT, MABEL JOHNSON
HC 85, BOX 122 BRUNNEAU 83604

4. New Owner/Claimant(s) JAMES E., JANET M. YOUNG
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
New Mailing Address HC 85, BOX 122 BRUNNEAU 83604
City, State and ZIP Code _____
New Telephone Number (208) 845-2146

5. Date you acquired the property May 1, 1995

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

 Number of acres you irrigate _____ 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) James E. Young
(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..

REAL ESTATE EXCHANGE AGREEMENT

~~April~~ ^{May} THIS Agreement is made and entered into this 27 day of ~~April~~, 1995, by and between GRANT JOHNSON and MABEL A. JOHNSON, husband and wife, and CARL JOHNSON, a single man, the parties of the first part, hereinafter referred to as "JOHNSON" and JAMES E. YOUREN and JANET M. YOUREN, husband and wife, the parties of the second part, hereinafter referred to as "YOUREN".

Johnson and Youren understand and intend that this transaction is to qualify as an exchange according to the rules of Sec. 1031 of the IRS Code to the extent of the qualifying like kind property being exchanged.

1.0 EXCHANGE PROPERTIES: Johnson does hereby agree to transfer and convey to Youren all of their right, title and interest in and to the real property located in Owyhee, County, Idaho, containing 720 acres more or less, and known as the JOHNSON RANCH together with all of the improvements located thereon. The legal description is on Exhibit "A" as parcels 1, 2 and 3 attached hereto and by reference made a part hereof in exchange for the transfer and conveyance by Youren to Johnson all of their right, title and interest in and to six (6) parcels of real property located in Boise county, Idaho, containing a total of 71 acres more or less, and known as the Youren property. The legal description is on Exhibit "B" as parcels 1, 2, 3, 4, 5 and 6A and by reference made a part hereof. In addition Youren will pay Johnson the sum of \$97,700.00 in cash at the closing of this transaction.

2.0 EXCHANGE MARKET VALUE OF PROPERTIES:

2.1 Exchange Market Value of Johnson's Property: The parties hereto agree that the total reasonable fair market value of the property to be transferred by Johnson to Youren hereunder is \$695,000.00, allocated as follows:

A. Land, Buildings and Real Property Improvements: The reasonable fair market value of the land, buildings and real property improvements thereon is \$560,000.00.

B. Personal Residence: The reasonable fair market value of the personal residence located on Parcel 2 on Exhibit "A" is \$135,000.00.

2.2 Exchange Market Value of Youren's Property: The parties hereto acknowledge that they are unable to reach an agreement at this time as to the total reasonable fair market value of the six (6) parcels of property to be conveyed by Youren to Johnson hereunder, and that there is now a bona fide good faith difference of opinion between the parties as to the same, except that the

parties do agree that said reasonable fair market value is in no event less than \$597,300.00, or more than \$635,000.00, as of the date of this exchange transaction, and said parties do further agree that whatever the total actual reasonable fair market value of said parcels may be at this time, the reasonable allocation of said fair market value to the respective parcels is as follows:

<u>Parcel No.</u>	<u>Percentage Allocation</u>
Parcel No. 1	33.6%
Parcel No. 2	15.9%
Parcel No. 3	15.9%
Parcel No. 4	15.9%
Parcel No. 5	18.7%
Parcel No. 6A	00.0%

However, for the purpose of enabling the parties to complete the transfer and exchange of the subject properties, despite their present inability to agree on the said fair market value, Johnson agrees that subject to the adjustments and modifications provided for under the terms and provisions of paragraph 4 the total fair market value of the properties to be transferred to them by Youren hereunder is, for the purpose of this Agreement, \$635,000.00.

3.0 EXISTING LIENS AND ENCUMBRANCES: The properties to be transferred and exchanged by the respective parties hereunder shall be conveyed subject to:

A. Gas, oil, geothermal and mineral right reservations and leases now of record.

B. Reservations in patents, use restrictions, zoning regulations, easements and rights of way now of record or visible on physical inspection.

C. General taxes for the year 1995 and all subsequent years.

D. The encumbrances as stated in paragraph 3.1 and 3.2.

3.1 Johnson Property: The Johnson property is subject to the following liens:

A. A mortgage to Connecticut General Insurance Co. (CG) on parcel 1, with an unpaid principal balance of \$154,000.00.

B. A mortgage to Farmers Home Administration (FmHA) on parcel 2 with an unpaid principal balance of \$7,973.14.

C. A contract of sale with Farm Credit Service (FCS) on parcel 3 with an unpaid principal balance of \$14,050.39.

3.2 From the cash proceeds Johnson will receive at the time of closing Johnson will satisfy, in full, the FmHA mortgage and the FCS mortgage.

3.3 Youren and Johnson agree that because there is not enough cash being paid to Johnson at closing to satisfy, in full, the CG mortgage Youren will accept parcel 1 subject to the CG mortgage but the mortgage will not be assigned to them. Johnson will be responsible for making such payments that are necessary to keep the mortgage current and satisfy the mortgage in full before the maturity date. Johnson will satisfy the (CG) mortgage from the cash proceeds received from the sale of property they are receiving in exchange from Youren excepting for the sale of parcel 6A which the proceeds from that sale Johnson will keep. The CG mortgage becomes due and payable in full in December 1997. Should for some reason beyond Johnson's control there is not enough cash received from the sale of the said properties to pay this mortgage in full by the maturity date then in that event Youren will loan Johnson enough money to pay the remaining balance due and Johnson will pay back the loan received from youren from the proceeds of the sale of the said properties as soon as the sales are made and closed. The said proceeds could be all cash or cash and secured notes.

3.4 Youren and Johnson agree that the net proceeds from the sale of any of the said parcels prior to the CG loan being paid in full, excepting for parcel 6A, shall be paid to CG until the CG note is paid in full. The net proceeds shall then be paid to Johnson until Johnson has received the sum of \$597,300.00, which is referred to in paragraph 4.1. The net proceeds then remaining after the \$597,300.00, plus any adjustments, referred to in paragraph 4.1, are paid to Johnson, up to \$635,000.00, shall be paid to Youren. Any amount received from the sale of the said parcels over \$635,000.00, shall be paid to Johnson.

3.5 YOUREN PROPERTY: The Youren property will be conveyed to Johnson subject to the following items:

A. The various items referred to in paragraph 3 A, 3 B and 3 C.

B. A mortgage in favor of Youren in the amount of \$37,700.00, payable in accordance with the terms of this agreement.

4.0 ADDITIONAL CONSIDERATION: The difference between the equity in the Johnson Property after credit is given for the cash payment of \$97,700.00, from Youren, as set forth in paragraph 2.2 being \$597,300.00, and the \$635,000.00, also set forth in paragraph

2.2 being the sum of \$37,700.00, shall bear no interest and shall be paid or reduced in amount, as the case may be, as follows:

4.1 Annual Reduction Without Payment: Unless sooner paid or discharged in full, said difference shall be adjusted and reduced by the sum of \$18,850.00 per annum, as of the end of each of the first two anniversary years following the date of the close of this transaction; each of said reductions shall be made effective as of the first day of the next succeeding anniversary year; at the end of the third anniversary year, the entire remaining balance of said difference, if any, shall be reduced to zero (-0-), and all obligations for the payment of reduction thereof shall be fully discharged and terminated.

4.2 Payment Upon Sale: If Johnson sells any or all of the properties to be received by them hereunder at any time or times during said three (3) anniversary years, the net proceeds from the sales shall in each instance be paid according to the instructions set forth in paragraph 3.4.

The parties hereto agree that the above-set-forth \$18,850.00 adjustments are made for the following reasons: That the parties recognize that during the three (3) years that Johnson's are granting Youren the opportunity to establish the higher fair market value of the properties to be transferred by Youren to Johnson hereunder, as provided for herein, it can be expected that said properties will appreciate in value and that said appreciation in value should rightfully inure to the benefit of Johnson; that therefore the parties hereto agree that for the purpose of this agreement, and in order to permit the parties to complete this exchange transaction at this time, said appreciation shall be \$18,850.00 per year and that Johnson shall receive the benefit of said appreciation in value by the method of crediting provided for above.

Therefore, the following shall be the per anniversary year allocation of value to each of the parcels to be transferred by Youren to Johnson hereunder:

<u>Parcel No.</u>	<u>Per-Cent</u>	<u>Minimum Value</u>		<u>Maximum Value</u>	
		<u>1st Yr.</u>	<u>2nd Yr.</u>	<u>3rd Yr.</u>	
1	33.6%	175,812.	177,906.	180,000.	180,000.
2	15.9%	77,751.	81,375.	85,000.	85,000.
3	15.9%	77,751.	81,375.	85,000.	85,000.
4	15.9%	77,751.	81,375.	85,000.	85,000.
5	18.7%	88,235.	94,117.	100,000.	100,000.
6A	00.0%	100,000.	00.	00.	100,000.
Total	100.0%	597,300.	516,148.	535,000.	635,000.

The amount of the appreciation adjustment made between the first and second year and the second and third year will be prorated on a monthly basis as of the date the sale of any of the parcels is closed.

Johnson shall be obligated to sell any or all of the parcels to any purchaser or purchasers who makes a bona fide written offer to purchase for an amount equal to or in excess of the maximum value set forth above. If the offer to purchase one or more of the six (6) parcels is for an amount less than the maximum value set forth above Johnson shall notify Youren and receive Youren's consent to sell the parcel(s) at a lower price, Youren would have the option of accepting or rejecting the lower price offer. If the sale is not an all-cash sale Johnson may accept the terms providing that they do not conflict with the payment to Connecticut General. Youren agrees to work with Johnson on term sales and will participate with Johnson to receive any payments due them as set forth in paragraph 3.4.

5.0 SECURITY: The obligation of Johnson set forth above shall be secured by a blanket mortgage upon the properties to be received by Johnson hereunder. In the event of the sale of any of said parcels during the three (3) anniversary years set forth above, said properties shall be released by a partial satisfaction of the mortgage. If any of the properties remain unsold upon the expiration of said three-year period, Youren shall forthwith satisfy the mortgage in full.

6.0 PENDING OFFER TO PURCHASE: Youren has received an offer to purchase parcel 6A for the sum of \$100,000.00, cash subject to the sale closing on the buyers property. Johnson will accept the offer from the buyer and sell parcel 6A for the \$100,000.00, purchase price. This agreement is subject to the sale of parcel 6A closing within 30 days from the close of this transaction.

7.0 EQUITY ADJUSTMENT: To adjust the equities Youren shall pay Johnson the sum of \$97,700.00, in cash, referred to in paragraph 1, at the close of this transaction. The said cash is to be obtained by Youren selling a secured note to West One Bank which will net \$84,200.00. Youren will also sell another secured note and obtain a net of \$9,000.00. The balance of \$4,500.00 will be paid by Youren. This agreement is subject to the sale of the secured notes being completed and the cash paid to the closing agent. If the smaller note cannot be sold at this time for \$9,000.00, Johnson will accept it and give Youren credit for the \$9,000.00 payment.

The \$97,700.00 cash payment paid by Youren shall be considered as part of the purchase price of the personal residence on parcel 2 of the property Johnson is conveying to Youren hereunder.

8.0 CONTINGENCIES: This Agreement is subject to the satisfaction, removal or waiver of the following conditions:

8.1 Johnson receiving satisfactory documentation that the sale of parcel 6A, referred to in paragraph 6, will be closed within 30 days from the close of this transaction and the funds dispersed.

8.2 Youren receiving firm commitments that the two secured notes, referred to in paragraph 7, will be sold for \$84,200.00 and \$9,000.00 cash respectively.

8.3 If the sale of parcel 6A does not close in the time allowed or such other time that is satisfactory to Johnson, or if Youren cannot sell the secured notes for the amounts set forth in paragraph 8.2 or such other amounts that are acceptable to both Johnson and Youren then this Agreement will be null and void and of no further binding effect on the parties hereto.

9.0 TITLE INSURANCE: Johnson shall furnish to Youren a title insurance policy in the amount of \$695,000.00 on the property they are conveying to Youren and Youren shall furnish to Johnson a title insurance policy in the amount of \$597,300.00 on the property they are conveying to Johnson subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by the other party. As soon as possible after the contingencies have been removed each party shall furnish to the other party a commitment for title insurance showing the condition of the title to the said property. Each party shall have five (5) days from receipt of the commitment of until 48 hours prior to closing, whichever is less, within which to object in writing to the condition of the title as set forth in the commitment. If neither party objects then they shall be deemed to have accepted the condition of the title. It is agreed that if the title of either parties property is not marketable, or cannot be made so within the time set forth above this Agreement shall be null and void and of no further binding effect upon the parties.

10.0 ATTORNEY FEES: In the event an action is brought to enforce any of the terms or provisions of this Agreement, or enforce forfeiture thereof for default thereof by either of the parties hereto, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney fee, together with such other costs as may be authorized by law.

11.0 LEASE: There is no outstanding lease on either parties property.

12.0 CONVEYANCE: Johnson shall convey his property to Youren by a Warranty Deed. Likewise Youren shall convey his property to Johnson by a Warranty Deed.

13.0 PRORATIONS:

13.1 Taxes: Johnson shall pay all the real property taxes on the property they are conveying to Youren hereunder, for the year 1994 and all prior years and Youren shall pay all real property taxes on the said property for the year 1995 and all subsequent years. Youren shall pay all the real property taxes on the property they are conveying to Johnson hereunder, for the year 1994 and all prior years and Johnson shall pay all real property taxes on the said property for the year 1995 and all subsequent years. However, the 1995 taxes shall be prorated on each parties property as of the date possession of each parties property is given to the other party.

13.2 Irrigation Water Assessments: Johnson will pay all assessments charged by the Hot Springs Ditch Co. and the Buckaroo Ditch Co. for the year 1994 and all prior years and Youren shall pay all of the said ditch company assessments for the year 1995 and all subsequent years.

14.0 POSSESSION: Possession of Youren's property shall be delivered to Johnson on the date of closing. Johnson shall deliver possession of the land, buildings and the 2 story house to Youren on the date of closing. Johnson shall deliver possession of the personal residence to Youren on or before 30 days after closing.

15.0 CLOSING:

15.1 The parties hereby agree that the closing agent for the transaction represented by this Agreement shall be The Owyhee County Title Company, whose address is 200 Basey, Murphy, Idaho, Phone No. (208) 495-2589.

15.2 As soon as possible, after evidence of marketable title in given and all contingencies removed the necessary documents shall be prepared and signed. The signed documents shall be deposited with the closing agent.

15.3 Both parties hereby authorize the Owyhee County Title Company to preform all duties necessary to close this transaction, to prepare any additional documents needed, to pay any and all costs necessary for attorney fees for drawing conveyance instruments, assignments and other necessary legal documents, escrow fees, title insurance fees, closing fee and any other expense necessary to effect the closing of this transaction. Each party shall pay their share of the expense upon request. Each party will be responsible for the cost of preparing the necessary Deeds and all other documents necessary to convey their property to the other party. Both parties agree to split 50-50 the cost of preparation of this agreement and any other documents necessary to close this transaction, the closing agents fee and any long term escrow fees.

15.4 The date of closing shall be on or before 10 days after the contingencies are removed, satisfied or waived, but no later than May 15, 1995, unless extended by consent of the parties in writing.

16.0 REPRESENTATIONS:

16.1 Both parties acknowledge that they have not received or relied upon statements made to them by the broker herein regarding the effect of this transaction upon their respective tax or legal liabilities or as to any profit or loss they may receive or sustain as the result of this transaction. Broker recommends that both parties consult their own attorney and tax consultant.

16.2 The parties further acknowledge that they have not received or relied upon any statements or representations made by the other party or broker which are not herein expressed. This Agreement constitutes the whole agreement between the parties and no warranties, agreements or representations have been made or shall be binding upon either party unless set forth herein.

17.0 INSPECTION: Youren and Johnson do hereby acknowledge that they have inspected the property they are to receive as described per the legal description or have otherwise investigated the said property and are not relying upon statements or representations made by the other party or broker as to the condition, zoning regulations, physical location of property boundary lines, present value or future value.

This Agreement does not guarantee that any particular use may be made of the property described on Exhibits "A" and "B". Both parties should check with the appropriate city or county planning departments to verify approved uses. The parties do hereby agree to accept the property in its present condition.

18.0 PROFIT OR LOSS: Data furnished to each party by broker or other party relative to production and profit or loss was obtained from sources deemed reliable by the broker or the party; each party hereby acknowledges that they have personally evaluated the said property they are to receive and accept full and sole responsibility for the future operation, profit or loss under their management and direction.

19.0 MINERAL RIGHTS:

19.1 Both parties agree that they do not in any manner warrant or represent that they are the owners of any oil, gas, geothermal or mineral rights in, under or upon the property to be conveyed to the other party by this Agreement, however:

A. Johnson agrees to convey any such oil, gas, geothermal or mineral rights they presently have in, under or upon the real property described on Exhibit "A" to Youren.

B. Youren agrees to convey any such oil, gas, geothermal or mineral rights they presently have in, under or upon the real property described on Exhibit "B" to Johnson.

20.0 WATER RIGHTS: All water rights appurtenant to or appertaining to each parties real property described on Exhibits "A" and "B" including ditch company stock, storage rights, well licenses and permits, domestic water rights and stock water rights shall be included with the property being conveyed to the other party.

Copies of all water rights, stock certificates, well licenses and permits for each parties property, if obtainable, shall be delivered to the respective party before closing.

21.0 INSURANCE: Johnson agrees to keep the buildings and structures on the property they are conveying to Youren hereunder insured for at least he same coverage that they now have until closing and until the policy has been assigned to Youren, or, in lieu thereof, Youren has obtained a new policy. Should any of the improvements on the property be destroyed or materially damaged by fire or other causes prior to the closing of this transaction and possession of the dwellings and buildings given to Youren, this Agreement shall be voidable at the option of Youren.

22.0 BROKERS FEE AND AGENCY DISCLOSURE: At the time of signing this Agreement the agent working with Johnson represented Johnson and the agent working with Youren represented Youren. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

The parties do hereby agree that Donald M. Johnson, Broker, is acting as a consultant and negotiator to assist both parties in their efforts to complete this exchange transaction for the mutual benefit of both parties. Johnson will pay the brokers fee to Donald M. Johnson, Broker, according to the terms and conditions set forth in a separate fee agreement between Johnson and Broker.

23.0 TIME IS OF THE ESSENCE IN THIS AGREEMENT. Both Johnson and Youren have verbally agreed upon the general terms and conditions set forth herein. In the interest of time a copy of this Agreement will be submitted to both Johnson and Youren at about the same time. Both parties shall have ten (10) days after receipt of this Agreement to review and consult with their legal

and tax advisers. If either party does not approve and execute this Agreement by 5:00 p.m., May 2, 1995, then this Agreement will become null and void and have no further binding effect upon the parties, unless the time is extended by written agreement executed by the parties.

24.0 NOT RECORDED: This Agreement shall not be recorded in the records of Owyhee County or Boise County, Idaho.

25.0 ENTIRE AGREEMENT: The parties agree that this Agreement constitutes the entire agreement between the parties hereto.

26.0 SEVERABILITY: In the event any of the provisions of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

27.0 HEADINGS: the paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in interpreting or construing this Agreement.

28.0 SITUS: This Agreement is established under the laws of the State of Idaho, and all questions concerning its validity and construction shall be determined under such laws.

29.0 BINDING EFFECT: The provisions and stipulations of this Agreement shall inure to and bind the heirs, personal representatives, assigns and successors in interest of the parties hereto.

Johnson and Youren acknowledges reading this Agreement in full. I/We further acknowledge receipt of a true copy of this Agreement with the complete legal descriptions attached.

IN WITNESS WHEREOF, The parties have executed this instrument on the day and year first above written.

Dated: May 1, 1995

Grant Johnson
Grant Johnson

Mabel A. Johnson
Mabel Johnson

Carl Johnson
Carl Johnson

"PARTIES OF THE FIRST PART"

Dated: MAY 1, 1995

James E. Youren
James E. Youren

Janet M. Youren
Janet M. Youren

"PARTIES OF THE SECOND PART"

Dated: MAY 1, 1995

Donald M. Johnson
Donald M. Johnson, Broker

STATE OF IDAHO)
 Canyon : ss.
County of ~~ada~~)

On this 1st day of MAY, 1995, before me, Donald M. Johnson, a Notary Public for said State, personally appeared GRANT JOHNSON, MABEL JOHNSON and CARL JOHNSON, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Donald M. Johnson
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires: 8/22/97

STATE OF IDAHO)
 Canyon : ss.
County of ~~ada~~)

On this 1st day of MAY, 1995, before me, Donald M. Johnson, a Notary Public for said State, personally appeared JAMES E. YOUREN and JANET M. YOUREN, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Donald M. Johnson
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires: 8/22/97

COMMITMENT FOR TITLE INSURANCE

EXHIBIT "A"
SCHEDULE C

File Number: 7205

The land referred to in this Commitment is described as follows:

PARCEL NO. I:

IN TOWNSHIP 7 SOUTH, RANGE 6 EAST, B.M., OWYHEE COUNTY, IDAHO

Section 4: W½SW¼

Section 8: N½NW¼, NE¼

Section 5: E½SW¼, SE¼,

SW½SW¼ EXCEPTING therefrom a parcel described as follows: COMMENCING at the Northeast corner of SW½SW¼, Sec.5, T7S, R6E, B.M., thence South along the East boundary of SW½SW¼, Sec.5, 450 feet, more or less, to a point; thence West and parallel to the North line of SW½SW¼, 100 feet, more or less, to an irrigation ditch being the REAL POINT OF BEGINNING; thence West and parallel to the North line of SW½SW¼, 208 feet to a point; thence South and parallel to the East line of SW½SW¼, 208 feet to an irrigation ditch; thence East 208 feet along the irrigation ditch and parallel to the North line of SW½SW¼; thence North 208 feet along the irrigation ditch and parallel to the East line of SW½SW¼ to the REAL POINT OF BEGINNING.

SUBJECT TO reservation of mineral rights as set forth on Schedule "B".

PARCEL NO. II:

COMMENCING at the Northeast corner of SW½SW¼, Section 5, Township 7 South, Range 6 East, B.M., Owyhee County, Idaho; thence South along the East boundary of SW½SW¼ 450 feet, more or less, to a point; thence West and parallel to the North line of SW½SW¼ 100 feet, more or less, to an irrigation ditch being the REAL POINT OF BEGINNING; thence West and parallel to the North line of SW½SW¼, 208 feet to a point; thence South and parallel to the East line of SW½SW¼, 208 feet to an irrigation ditch; thence East 208 feet along the irrigation ditch and parallel to the North line of SW½SW¼; thence North 208 feet along the irrigation ditch and parallel to the East line of SW½SW¼ to the REAL POINT OF BEGINNING.

PARCEL NO. III:

IN TOWNSHIP 7 SOUTH, RANGE 6 EAST, B.M., OWYHEE COUNTY, IDAHO

Section 8: W½SE¼, SE½SE¼

SUBJECT TO reservation of mineral rights as set forth on Schedule "B".

164 9401 6075
PB8594393
00.770 FEB 03 99
MAILED FROM BOISE ID 83705

RECEIVED

FEB 08 1999

WATER RESOURCES
WESTERN REGION

51-00060, -00061, -00062

IDAHO DEPARTMENT OF WATER RESOURCES

2735 Airport Way

Boise, ID 83705-5082

(208) 334-2190

TO

GRANT JOHNSON
MABEL JOHNSON
CARL JOHNSON
HC 85 BOX 122
BRUNEAU ID 83702

POSTAGE WILL BE PAID BY ADDRESSEE
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES
EXPIRED

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

DATE: 02/02/99
PAGE: 1

OWNER CODE NAME & ADDRESS PRIORITY DATE WATER USE USE PERIOD FROM TO DIVERSION RATE DIVERSION VOLUME

C JAMES E YOREN 04/01/1897 IRRIGATION 03-01 11-15 0.40 CFS

C JANET M YOREN HC 85 BOX 122 BRUNEAU ID 83604 (208) 845-2146

TOTAL DIVERSION: 0.40 CFS

D CARL JOHNSON
D GRANT JOHNSON
D MABEL JOHNSON
HC 85 BOX 122
BRUNEAU ID 83604/9702
(208) 845-2143

Water Source: BRUNEAU RIVER Tributary to: SNAKE RIVER Stage: DECREED
Point(s) of Diversion: T07S R06E S08 SESENE OMYHEE County

Place of use Legal Description for: IRRIGATION

NE		NW		SW		SE		SUM															
T	R	S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac			
07S	06E	5	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:			
07S	06E	8	:	09	:	36	:	14	:	23	:	05	:	:	:	:	:	:	:	:			
										.9										03		4.0	
																				TOTAL ACRES		87.1	
																				91.1			

POU County: OMYHEE

Other Rights: 51-00060, 51-00062

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
51-00060 51-00062

Other Water Rights Listing Overlapping Place(s) of Use:
51-00060 51-00062 51-00009 A51-00010 A51-00011 A51-00060 A51-00061 A51-00062 A51-10255 A51-10256
A51-10257 A51-10262

- Conditions of Approval:
- C05 - RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
 - W11 - USE OF THIS RIGHT IS COMBINED WITH WATER FROM
 - C14 - HOT SPRINGS DITCH CO.
 - THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
 - IN BASIN 51 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
 - RIGHTS IN BASIN 51:
 - WATER RIGHT NO. SOURCE
 - NONE
 - THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER

Conditions of Approval:

- IN BASIN 51 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
- RIGHTS IN THE SNAKE RIVER BASIN:
- WATER RIGHT NO. SOURCE
- NONE NONE
- ALL WATER RIGHTS WITHIN BASIN 51 ARE FROM CONNECTED SOURCES
- OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED
- CONJUNCTIVELY.

Remarks: QNT USE OF THIS RIGHT WITH RIGHT NOS. 51-00060 AND 51-00062 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.60 CFS.

POU1 USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 91.1 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 51-00060 & 51-00062.

EXP THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 51-00060 & 51-00062. STOCKWATER RECOMMENDED IN 51-00060.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag: C
Presumption Flag:

Comments: Date: 01/21/1997 User-ID: MSCHULTE Subject: COPIED FROM REMARKS CHANGE CONSISTS OF DELETING DOMESTIC USAGE, ADDING THE P/D WHICH WAS NOT ON ORIGINAL RIGHT, ADDING PERIOD OF TIME FOR IRR AND STOCK USAGE. STOCK DRINK FROM DITCH

Date: 07/30/1998 User-ID: AJU10-JS Subject: AJU10 CONDITION UPDATE CONDITION CODE(S) C14 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.

Date: 11/11/1998 User-ID: JSHURTE Subject: SEASON OF USE CHANGE CHANGED SEASON OF USE FROM 3-15 TO 11-15 TO 3-1 TO 11-15 PER IDWR STANDARD FOR THIS AREA.

Date: 02/02/1999 User-ID: DBUFFING Subject: NAME CHANGE - OWNERSHIP CHANGE THE DATA IN THE NAME FIELD WAS CHANGED TO SHOW THIS RIGHT HAS AN OWNERSHIP CHANGE.

Audit: 02/02/99 DBUFFING



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

February 3, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

RE: Water Right No. 51-00060, 51-00061 and 51-00062

James E youren
Janet M Youren
HC 85 Box 122
Bruneau ID 83604

Dear Mr. & Mrs. Youren:

Enclosed is a copy of the above referenced water right which reflects the change in ownership of the land and appurtenant water rights covered under the original filing. Also enclosed is a copy of the Notice of Completed Administrative Proceedings which has been sent to the Snake River Basin Court as notification of the change.

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

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

Denise Buffington
Records Clerk
Adjudication Section
Western Region

DB:db

Enclosures

cc: Grant, Mabel and Carl Johnson

AJ0749NP
No. R51-00061

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

DATE: 11/11/98
PAGE: 1

OWNER CODE NAME & ADDRESS
C CARL JOHNSON
C GRANT JOHNSON
C MABEL JOHNSON
HC 85 BOX 122
BRUNEAU ID 836049702
(208) 845-2143

PRIORITY DATE 04/01/1897 IRRIGATION

USE PERIOD FROM TO 03-01 11-15

DIVERSION RATE 0.40 CFS

DIVERSION VOLUME

TOTAL DIVERSION: 0.40 CFS

Water Source: BRUNEAU RIVER Tributary to: SNAKE RIVER Stage: DECREED
Point(s) of Diversion: T07S R06E S08 SESENE OMYHEE County

Place of use Legal Description for: IRRIGATION

NE		NW		SW		SE									
NAME	SWNE	SENE	NAME	SWNW	SENW	NAME	SWSE	SESE							
T	R	S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM
07S	06E	5	:	:	:	:	:	:	:	:	:	:	:	:	:
07S	06E	8	:	09	36	14	23	:	05	:	:	:	:	:	:
TOTAL ACRES															91.1

POU County: OMYHEE

Other Rights: 51-00060, 51-00062

Conditions of Approval:

- C05 - RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
- W11 - USE OF THIS RIGHT IS COMBINED WITH WATER FROM HOT SPRINGS DITCH CO.
- C14 - THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER - IN BASIN 51 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER - RIGHTS IN BASIN 51:
 - WATER RIGHT NO. SOURCE
 - WATER RIGHT NO. NONE
 - THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER - IN BASIN 51 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER - RIGHTS IN THE SNAKE RIVER BASIN:
 - WATER RIGHT NO. SOURCE
 - WATER RIGHT NO. NONE
 - ALL WATER RIGHTS WITHIN BASIN 51 ARE FROM CONNECTED SOURCES - OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED CONJUNCTIVELY.

Remarks: GNT USE OF THIS RIGHT WITH RIGHT NOS. 51-00060 AND 51-00062 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.60 CFS.

POU1 USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO

Remarks:

THE IRRIGATION OF A COMBINED TOTAL OF 91.1 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 51-00060 & 51-00062.

EXP

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 51-00060 & 51-00062.
STOCKWATER RECOMMENDED IN 51-00060.

Dates:

Exam Made Date: 11/11/1998 Verified Date: 11/11/1998 Objection Filed Date:

Misc:

Water District Number: Field Inspection Flag: C
Presumption Flag:

Comments:

Date: 01/21/1997 User-ID: MSHURTE Subject: COPIED FROM REMARKS
CHANGE CONSISTS OF DELETING DOMESTIC USAGE, ADDING THE P/D WHICH
WAS NOT ON ORIGINAL RIGHT, ADDING PERIOD OF TIME FOR IRR AND
STOCK USAGE. STOCK DRINK FROM DITCH

Date: 07/30/1998 User-ID: AJU10-JS Subject: AJU10 CONDITION UPDATE
CONDITION CODE(S) C14 ADDED IF NOT ALREADY PART
OF RECORD THRU AJU10.

Date: 11/11/1998 User-ID: JSHURTE Subject: SEASON OF USE CHANGE
CHANGED SEASON OF USE FROM 3-15 TO 11-15 TO 3-1 TO 11-15 PER IDWR
STANDARD FOR THIS AREA.

Audit:

11/11/98 JSHURTE

DATE: 01/21/97
PAGE: 1

DIVERSION VOLUME

~~04-01 10-31~~ 0.40 CFS

75 11-15

DTVERSION: 0.40 CFS

Stage: DECREED

OWYHEE County

IRRIGATION

NEW :

: Lt AC Lt

1
2
3
4
5
6
7
8

6

•

POU County: OWYHEE

Other Rights: A51-00060, A51-00062

Conditions of Approval:

C05 - RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

USE OF THIS RIGHT WITH RIGHT NOS. 51-00060 AND 51-00062 IS

LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.60 CFS.

~~ON USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A~~

~~TOTAL COMBINED ANNUAL CONSUMPTIVE USE VOLUME OF 249 AF.~~

~~COMBINED RIGHT NOS.: 51-00060 & 51-00062~~

XP THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF

DIVERSION DESCRIBED ABOVE: 51-00060 & 51-00062.

Dates:

Exam Made Date:

Verified Date:

Objection Filed Date:

Misc:

Water District Number:

Field Inspection Flag:

Presumption Flag: C

AJ0749NP
No. R51-00061

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

DATE: 01/21/97
PAGE: 2

Comments: Date: 01/21/1997 User-ID: MSCHULTE Subject: COPIED FROM REMARKS
CHANGE CONSISTS OF DELETING DOMESTIC USAGE, ADDING THE P/D WHICH
WAS NOT ON ORIGINAL RIGHT, ADDING PERIOD OF TIME FOR IRR AND
STOCK USAGE. STOCK DRINK FROM DITCH

Audit: 01/21/97 MSCHULTE

MAPS AND AERIAL PHOTOGRAPHS USED TO REVIEW THIS NOTICE OF CLAIM TO A WATER RIGHT

TYPE OF MAP OR PHOTOGRAPH (CHECK IF USED) IF USED, SUPPLY APPROPRIATE DATE AND OTHER INFORMATION

COPY INCLUDED
IN FILE?

☐ ORTHOPHOTOQUAD	DATE OF PHOTO	IDWR ID NO.	Y() N()
☐ TOPOGRAPHIC	DATE FIELD CHECKED	IDWR ID NO.	Y() N()
☒ MAPS <i>GIS maps</i>	DATE OF PHOTO	<i>5-18-98</i>	Y() N()
☐ ASCS AERIAL PHOTO	DATE OF PHOTO		Y() N()
☐ ASCS COLOR SLIDE	DATE OF PHOTO		Y() N()
☐ BLM OR USFS AERIAL PHOTO	DATE OF PHOTO		Y() N()
☐ TOWNSHIP SURVEY (GOVERNMENT PLAT)	DATE OF SURVEY		Y() N()
☐ SCS SOIL SURVEY MAP	DATE ISSUED		Y() N()
☐ SUBDIVISION PLAT MAP	DATE OF MAP		Y() N()
☒ OTHER <i>Copy of page from Deed</i>	DATE	<i>Page 3a</i>	Y() N()
☐ OTHER	DATE		Y() N()
☒ OTHER <i>GIS data</i>	DATE	<i>5-18-98</i>	Y() N()

7c

LIST OF ATTACHMENTS (CHECK IF ATTACHED) IF ATTACHED, SUPPLY APPROPRIATE INFORMATION

NO. OF
PAGES

NOTES

☐ LICENSING FIELD EXAM	DATE OF FIELD EXAM	
☐ WATER RIGHT LICENSE- <i>Proof Report</i>	DATE LICENSE SIGNED	<i>Exhibit "A"</i>
☐ IDWR APPROVED TRANSFER	DATE TRANSFER APPROVED	
☐ SYSTEM DESCRIPTION	DATE DRAWN	
☐ PHOTOGRAPHS	DATE(S) PHOTOS TAKEN	
☐ SPLIT RIGHT REVIEW	DATE REVIEW COMPLETED	
☐ HURDLE ANALYSIS	DATE ANALYSIS COMPLETED	
☐ CONVEYANCE LOSS ANALYSIS	DATE ANALYSIS COMPLETED	
☐ FLOW MEASUREMENT CALCULATIONS	DATE SYSTEM MEASURED	
☐ OTHER	DATE	
☐ OTHER	DATE	

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

10:56:15
05/16/93

PAGE: 14
QUICKLOOK INFORMATION

29
CLAIM NUMBER: A51-00061

WR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE			4-29-93		6			
POINT OF DIV	Y		L. W. Weller	Y	4, 5			
SOURCE					6			
PLACE OF USE	Y			Y	1, 4, 5			
DIV. AMOUNT CFS/VOLUME	Y				6			
CONSUMPTIVE USE	-				1			
PURPOSES	Y				6			
PERIOD OF USE	Y				6			
BASIS OF CLAIM	Y				6			
REMARKS	Y				6			

"VERIFIED BY" CODES

TOPO MAP/ORTHO-PQ = 1
ASCS MAP = 2
WATERMASTER RECORDS = 3
NAPP PHOTOS = 4
FIELD EXAM = 5
OTHER (SEE REMARKS) = 6

* Same as decreed

THESE CODES ARE USED TO INDICATE HOW THE FIELD EXAMINER VERIFIED THE INFORMATION
USED FOR THIS FIELD EXAMINATION. INDICATED ARE ALL CODES WHICH APPLY.

See photos in A51-00060

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

10:56:15
05/14/93

PAGE: 1
GENERAL INFORMATION

16
CLAIM NUMBER: A51-00061

LAST: JOHNSON
ADDRESS: HC 85, BOX 122
CITY: BRUNEAU
PHONE NUMBER: 208-845-2143
OWNER CODE: C

FIRST: GRANT
STATE: ID ZIP: 83604

LAST: JOHNSON
ADDRESS: HC 85, BOX 122
CITY: BRUNEAU
PHONE NUMBER: 208-845-2143
OWNER CODE: C

FIRST: MABEL
STATE: ID ZIP: 83604

LAST: NOBLE INC.
ADDRESS:
CITY: 00000
PHONE NUMBER: 208-000-0000
OWNER CODE: O

FIRST: ESTATE OF ROBERT
STATE: ID ZIP: 00000

LAST: JOHNSON
ADDRESS: HC 85, BOX 122
CITY: BRUNEAU
PHONE NUMBER: 208-845-2143
OWNER CODE: C

FIRST: CARL
STATE: ID ZIP: 83604

FIELD EXAM REQUIRED?
VERIFICATION REQUIRED DUE TO REMARKS? DATABASE Y FIELD EXAMINER

CLAIM REMARKS: THE CHANGE CONSISTS OF ADDING THE P/D WHICH WAS NOT INDICATED
IN ORIGINAL WATER RIGHT, ADDING A WATER QUANTITY FOR STOCK USE.
THE STOCK DRINK FROM THE DITCHES. ALSO, DELETED THE DOMESTIC
USAGE.

CONTACT PERSON: _____ PHONE NUMBER: () - -

DATE OF FIELD EXAM: __/__/__ APPOINTMENT MADE: Y() N() TIME: __: __ A() P()

ACCOMPANIED BY: _____ PHONE NUMBER: () - -

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / NOTES: *See phone conversation memo in A51-00060.*

A. AJ CLAIM: # A51-00061	PRIORITY DATE: 04-01-1897	STAGE: D
B. WR RECORD: # 51-00061	PRIORITY DATE: 04-01-1897	STAGE: D

DUE TO PRIORITY DATE DISCREPANCY? (Y/N)

FIELD
EXAMINER
N

DATABASE
N

ARE THERE OBVIOUS REASONS TO QUESTION THE PRIORITY DATE CLAIMED? Y() N(☒)
IF YES EXPLAIN. /

NOTES:

Claimed and denied

RECOMMENDED PRIORITY DATE:
04-01-1897

PRIORITY DATE: Mel Schulte
-01-1987
Dorinda Warner

5-26-98

DATE 5-14-93

FRANKLIN G. BLACK: NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 8, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 9, Township 6 South, Range 5 East, B.M., containing 160 acres. Out of the waters of the Bruneau River:

51 0057 15 inches as of April 1, 1897.
35 inches as of April 1, 1905.
50

NATIONAL BANK OF MOUNTAIN HOME, A NATIONAL BANKING CORPORATION, SUCCESSOR TO JOSEPH R. BLACK: SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 6, Township 6 South, Range 5 East, B.M., containing 120 acres. Out of the waters of the Bruneau River:

51 0052 60 inches as of April 1, 1911.

ROBERT NOBLE ESTATE INCORPORATED, A domestic corporation of the State of Idaho: E $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 6, NW $\frac{1}{4}$, W $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 8, Township 7 South, Range 5 East, B.M., containing 280 acres. Out of the waters of the Bruneau River:

51 0060 45 inches as of April 1, 1876.
51 0061 20 inches as of April 1, 1897.
51 0062 16 inches as of April 1, 1905.
60

STOCKMEN'S NATIONAL BANK, A NATIONAL BANKING CORPORATION, SUCCESSOR TO WALTER F. BURKE: SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 9, NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 10, Township 6 South, Range 5 East, B.M.,

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A51-00061	07S	06E	9	NW	SW	SW		OWYHEE

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX
A51-00060
A51-00062

R PREFIX
NONE

WR RECORDS IN SAME 40 ACRE TRACT
NONE

SOURCE: BRUNEAU RIVER

TRIB: SNAKE RIVER

B. WR POINT OF DIVERSION AND SOURCE:

5100061 THERE IS NO POD ASSOCIATED WITH THIS WATER RIGHT NUMBER

SOURCE: BRUNEAU RIVER

TRIB: SNAKE RIVER

C. FIELD EXAM REQUIRED?

DUE TO POD DISCREPANCY?	(Y/N)	DATABASE	FIELD EXAMINER
DUE TO SOURCE DISCREPANCY?	(Y/N)	Y N	<u>Y</u>

NOTES:

Deere did not list diversion point. This pod has been used since the early 1950s when the B-Roth ditch went out of commission

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE :

TWP. RGE. SEC.

1/4 1/4

1/4

LOT

COUNTY

DIVERSION NAME

756E8

31

34

22

only

SOURCE: BRUNEAU RIVER

TRIB: SNAKE RIVER

REVIEWED BY: Linda L. Brown DATE: 5-14-93

DATE: 5-14-93

SYSTEM DESCRIPTION:

DESCRIPTION: 22 hp pump in river, ditches, dams (plastic), flood irr.

A. ROOT WATER RIGHT NUMBERS: A51-00061
A51-10350

SEE MAP IN A51-00060.

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
07S	06E	5	NE	SW		JOHNSON, GRANT	A51-00061 /40.0	51-00061 /40.0	35.0		
			NE	SW		JOHNSON, GRANT	A51-00060 /40.0	51-00060 /40.0			
			NE	SW		HOT SPRINGS DITCH CO.	A51-00009 /15.0	-			
			NE	SW		HOT SPRINGS DITCH CO.	A51-00010 /15.0	-			
			NE	SW		HOT SPRINGS DITCH CO.	A51-00011 /15.0	-			
			NE	SW		HOT SPRINGS DITCH CO.	A51-10255 /15.0	-			
			NE	SW		HOT SPRINGS DITCH CO.	A51-10256 /15.0	-			
			NE	SW		HOT SPRINGS DITCH CO.	A51-10257 /15.0	-			
			NE	SW		HOT SPRINGS DITCH CO.	A51-10262 /15.0	-			
			NE	SW		JOHNSON, GRANT	A51-00062 /40.0	51-00062 /40.0			
07S	06E	5	SW	SW		JOHNSON, GRANT	A51-00061 /40.0	51-00061 /40.0	39.0		
			SW	SW		JOHNSON, GRANT	A51-00060 /40.0	51-00060 /40.0			
			SW	SW		JOHNSON, GRANT	A51-00062 /40.0	51-00062 /40.0			
			SW	SW		JOHNSON, GRANT	A51-10168 /	-			
			SW	SW		HOT SPRINGS DITCH CO.	A51-00009 /40.0	-			
			SW	SW		HOT SPRINGS DITCH CO.	A51-00010 /40.0	-			
			SW	SW		HOT SPRINGS DITCH CO.	A51-00011 /40.0	-			
			SW	SW		HOT SPRINGS DITCH CO.	A51-10255 /40.0	-			
			SW	SW		HOT SPRINGS DITCH CO.	A51-10256 /40.0	-			
			SW	SW		HOT SPRINGS DITCH CO.	A51-10257 /40.0	-			
			SW	SW		HOT SPRINGS DITCH CO.	A51-10262 /40.0	-			
			SW	SW		JOHNSON, GRANT	A51-10168 /	-			
07S	06E	5	SE	SW		JOHNSON, GRANT	A51-00061 /40.0	51-00061 /40.0	36.0		
			SE	SW		JOHNSON, GRANT	A51-00060 /40.0	51-00060 /40.0			
			SE	SW		JOHNSON, GRANT	A51-00062 /40.0	51-00062 /40.0			
			SE	SW		HOT SPRINGS DITCH CO.	A51-00009 /40.0	-			
			SE	SW		HOT SPRINGS DITCH CO.	A51-00010 /40.0	-			
			SE	SW		HOT SPRINGS DITCH CO.	A51-00011 /40.0	-			
			SE	SW		HOT SPRINGS DITCH CO.	A51-10255 /40.0	-			
			SE	SW		HOT SPRINGS DITCH CO.	A51-10256 /40.0	-			
			SE	SW		HOT SPRINGS DITCH CO.	A51-10257 /40.0	-			
			SE	SW		HOT SPRINGS DITCH CO.	A51-10262 /40.0	-			
07S	06E	8	NW	NE		JOHNSON, GRANT	A51-00061 /40.0	51-00061 /40.0	36.0		
			NW	NE		JOHNSON, GRANT	A51-00060 /40.0	51-00060 /40.0			
			NW	NE		JOHNSON, GRANT	A51-00062 /40.0	51-00062 /40.0			
07S	06E	8	SW	NE		JOHNSON, GRANT	A51-00061 /40.0	51-00061 /40.0	39.0		
			SW	NE		JOHNSON, GRANT	A51-00060 /40.0	51-00060 /40.0			
			SW	NE		HOT SPRINGS DITCH CO.	A51-00009 / 5.0	-			

Acres
seen per
this
diversion

1 + .9

32 32 36

3 3 3.1

6 6 9

796E5 SWSF

796E8 AENE

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	LR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
07S	06E	8	SE	NE		HOT SPRINGS DITCH CO.	A51-00010 / 5.0	-	27.0	12	12
						HOT SPRINGS DITCH CO.	A51-00011 / 5.0	-			
						HOT SPRINGS DITCH CO.	A51-10255 / 5.0	-			
						HOT SPRINGS DITCH CO.	A51-10256 / 5.0	-			
						HOT SPRINGS DITCH CO.	A51-10257 / 5.0	-			
						HOT SPRINGS DITCH CO.	A51-10262 / 5.0	-			
						JOHNSON, GRANT	A51-00062 / 40.0	51-00062 / 40.0			
						JOHNSON, GRANT	A51-00061 / 40.0	51-00061 / 40.0			
						JOHNSON, GRANT	A51-00060 / 40.0	51-00060 / 40.0			
						JOHNSON, GRANT	A51-00062 / 40.0	51-00062 / 40.0			
07S	06E	8	NE	NW		JOHNSON, GRANT	A51-00061 / 40.0	51-00061 / 40.0	35.0	23	23
						JOHNSON, GRANT	A51-00060 / 40.0	51-00060 / 40.0			
						HOT SPRINGS DITCH CO.	A51-00009 / 25.0	-			
						HOT SPRINGS DITCH CO.	A51-00010 / 25.0	-			
						HOT SPRINGS DITCH CO.	A51-00011 / 25.0	-			
						HOT SPRINGS DITCH CO.	A51-10255 / 25.0	-			
						HOT SPRINGS DITCH CO.	A51-10256 / 25.0	-			
						HOT SPRINGS DITCH CO.	A51-10257 / 25.0	-			
						HOT SPRINGS DITCH CO.	A51-10262 / 25.0	-			
						JOHNSON, GRANT	A51-00062 / 40.0	51-00062 / 40.0			
TOTAL ACRES							280.00	280.00	247.00	6	83
ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE. Y (X) N ()											

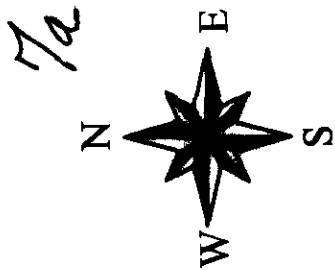
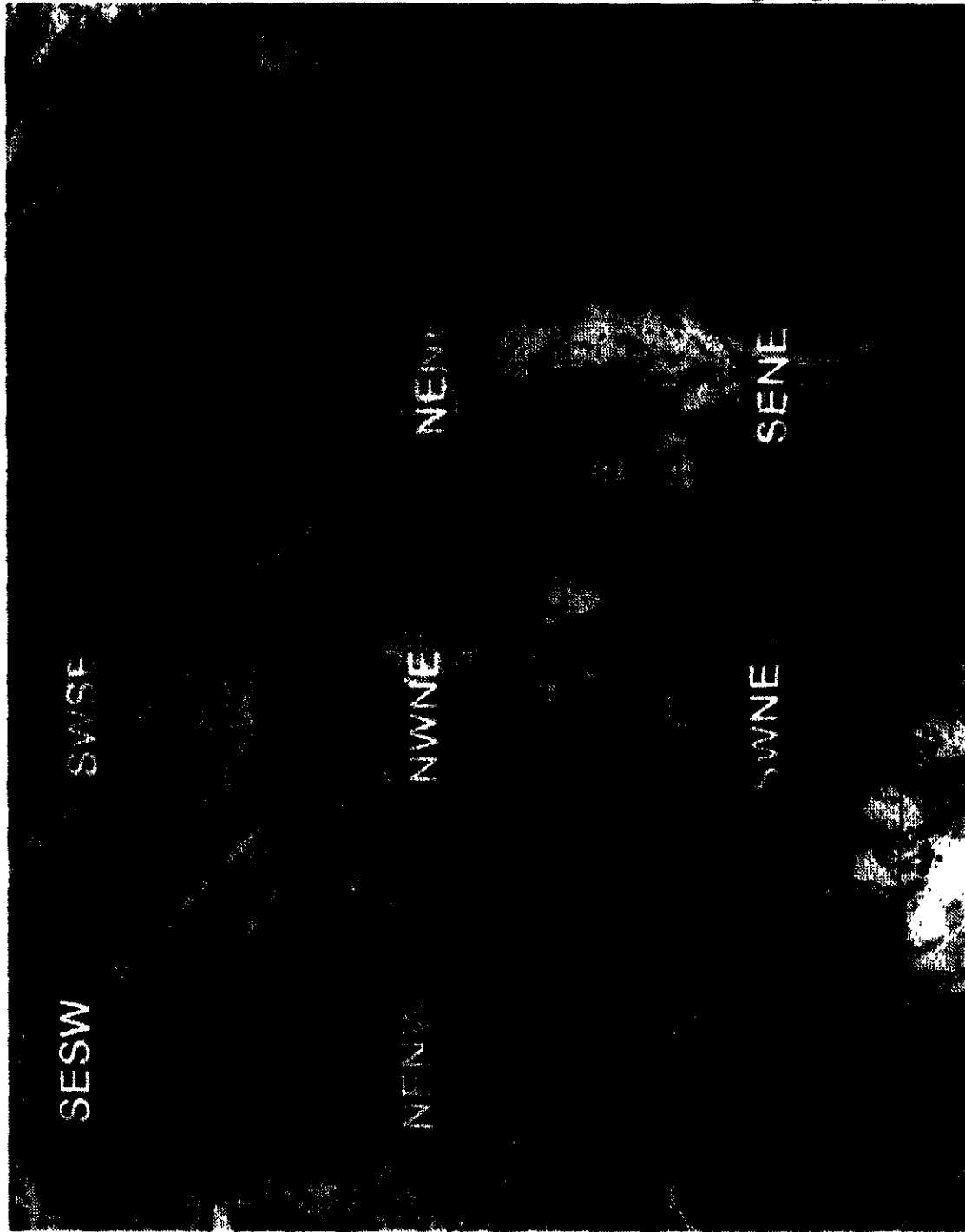
ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, YES (X) NO ()
IF YES SEE ATTACHED SHEET:

C. FIELD EXAM REQUIRED? FIELD EXAMINER
DUE TO POU DISCREPANCY? (Y/N) DATABASE Y

POU COUNTY: OHYNEE

IDAHO DEPARTMENT OF WATER RESOURCES

T07S, R06E, S5 & S8



1987 NAPP PHOTO

SECTION LINES

• POD



POU

1/4 1/4 LINES

SECTION NUMBER

6

CLAIM(S) : 51-00060, 00061 & 00062

OWNER(S): JOHNSON

Prepared by: Mel Schutte

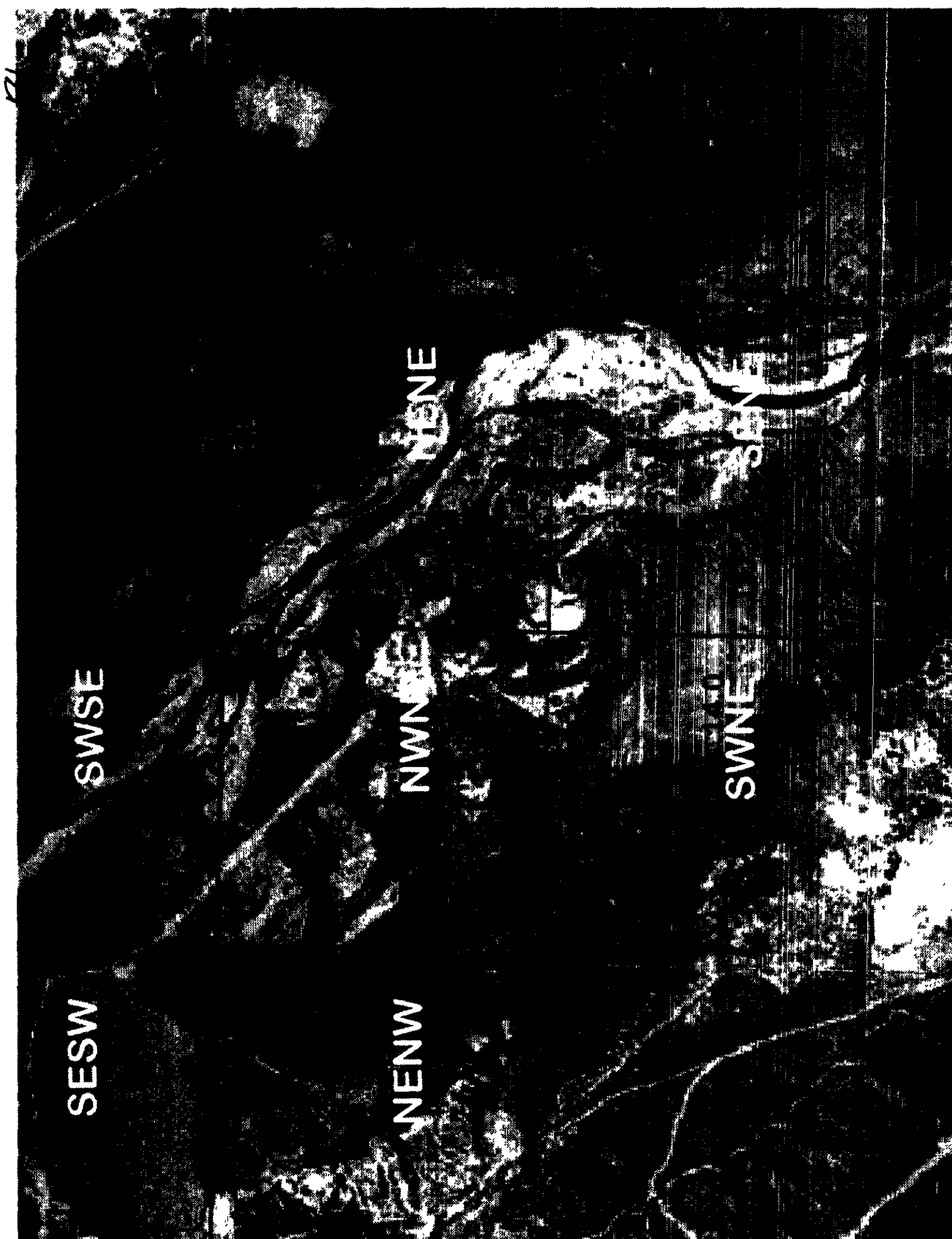
Date: 5/18/1998

0.75 Miles

0.5

0.25

0



SESW

SWSE

NENW

NWNE

NENE

SWNE

File Copy 451-00060-00061 e-00062

7c

WESTERN REGION

CLAIM NUMBERS 1451-00060, -00061, -00062

AGENT MS DATE 5-18-98

TOTAL ACRES FROM RECOMMENDATION 91.1

GEOGRAPHIC INFO SYSTEM ACRES 91.1

READY FOR DECREE (YES)

SENT FOR DECREE (YES)

RIGHT NO				NE				NW				SW				SE			
	TNS	RNG	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
RECOM	75	6E	5												.9			3.1	4.0
GIS			8	9	36	14	23	5.1											87.1
RECOM																			91.1
GIS																			

POLYGON CREATED ON 80 3

5-26-98

POLYGON # () () () () UPDATED BY MS

ATTRIBUTES OF B51-POU.SHP (48) () () () ()

ATTRIBUTES OF B51-POD.SHP (58) () () () ()

B51-DBPOU.DBF UPDATED BY MS

B51-DBPOD.DBF UPDATED BY MS

RDH OPSTABLE

PRESUMPTION FLAG: C

NOTES:

bu A51-00060

RECOMMENDATIONS:

TOTAL ACRES:

83 91.1

REVIEWED BY:

*Linda (signature)
Mel Sepulveda*

DATE: *5-14-93*

5-26-98

A. AJ CLAIMED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
A51-00061 IRRIGATION	FROM 04-15 TO 10-15	.400 CFS
A51-00061 STOCKWATER	FROM 01-01 TO 12-31	.120 CFS
	TOTAL DIVERSION RATE/VOLUME CLAIMED	.400 CFS

B. WR RECORDED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
51-00061 IRRIGATION	FROM TO	.400 CFS
51-00061 STOCKWATER	FROM TO	.400 CFS
51-00061 DOMESTIC	FROM TO	.400 CFS
	TOTAL DIVERSION RATE/VOLUME CLAIMED	.400 CFS

PRESUMPTION FLAG: C

C. FIELD EXAM REQUIRED?

	DATABASE	FIELD EXAMINER
DUE TO WATER-USE DISCREPANCY? (Y/N)	Y	<u>AE</u>
DUE TO DIVERSION RATE DISCREPANCY? (Y/N)	Y	
DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N)	Y	

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?

RECOMMEND TO WR STANDARDS OR OTHER?

Y() N(X)
Y(X) N()

Explain in notes, below.

NOTES:

4-1 to 10-31

Y(X) N()

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

AJ TOTAL CLAIMED DIVERSION RATE: 0.400 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: 0.400 CFS

*** IF NO or IF STATUTORY CLAIM or BENEFICIAL USE then flow measurement required. ***
** If an amount smaller than the original diversion rate is **
** claimed and an exam is NOT required, explain in notes. **

FLOW MEASUREMENT REQUIRED?

DUE TO STAGE OR DIVERSION RATE DISCREPANCY? (Y/N) N
FIELD DATABASE EXAMINER

FLOW MEASUREMENT

MEASUREMENT METHOD n/A SEE ATTACHED CALCULATIONS. Divert quantity

C. ARE OTHER WATER RIGHTS USED? Y() N() IF YES COMPLETE OVERLAP REVIEW

OTHER RIGHTS LISTED IN CLAIM: A51-00060, A51-00062

LIST ALL RIGHTS WITH A SAME POI AND IRRIGATION USAGE:

CLAIM NO.	SOURCE	NAME	DIV. RATE	RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A51-00061	BRUNEAU RIVER	JOHNSON, GRANT	0.400	0.001		
A51-00009	BRUNEAU RIVER	HOT SPRINGS DITCH CO.	7.000	0.010		
A51-00010	BRUNEAU RIVER	HOT SPRINGS DITCH CO.	3.000	0.004		
A51-00011	BRUNEAU RIVER	HOT SPRINGS DITCH CO.	4.000	0.005		
A51-00060	BRUNEAU RIVER	JOHNSON, GRANT	0.900	0.003		
A51-00062	BRUNEAU RIVER	JOHNSON, GRANT	0.300	0.001		
A51-10255	BRUNEAU RIVER	HOT SPRINGS DITCH CO.	5.920	0.008		
A51-10256	BRUNEAU RIVER	HOT SPRINGS DITCH CO.	4.410	0.006		
A51-10257	BRUNEAU RIVER	HOT SPRINGS DITCH CO.	4.880	0.006		
A51-10262	BRUNEAU RIVER	HOT SPRINGS DITCH CO.	14.000	0.020		

LIST ALL RIGHTS WITH SAME POI BUT NOT USED FOR IRRIGATION.

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A51-00061	STOCKWATER	JOHNSON, GRANT	FROM 01-01 TO 12-31	.120 CFS	
A51-10168	DOMESTIC	JOHNSON, GRANT	FROM 01-01 TO 12-31	.060 CFS	
A51-10168	STOCKWATER	JOHNSON, GRANT	FROM 01-01 TO 12-31	.070 CFS	

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
R51-10168	DOMESTIC	JOHNSON, GRANT	FROM 01-01 TO 12-31	.060 CFS	
R51-10168	STOCKWATER	JOHNSON, GRANT	FROM 01-01 TO 12-31	.070 CFS	

D. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE 91.1 1.82
ACRES 88 x 0.02 CFS/ACRE = 1.66 CFS
(Taken from p/u review)

DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y() N(X)

*** IF YES ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N() ***

1b. CALCULATIONS

Recommended & decreed flow is 0.40 cfs.

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = AF/A

ACRES 88 x CONSUMPTIVE VOL. AF/A FOR AREA 36 = NA

TOTAL CONSUMPTIVE USE 249.0 AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = AF/A

ACRES _____ x DIVERSION VOL. AF/A FOR AREA _____ =

TOTAL DIVERSION VOLUME _____ AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N()

NOTES: (Include limitations on CONSUMPTIVE USE for combined rights.)

Exp - EOI: 51-00060 & 51-00062, 1.60 cfs, (C.U. = 249.0) 83 acres

Exp - EOG: 51-00060 & 51-00062

App. Condition

CO5-chg. in P.O.U.

WDX

RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD FROM TO	REC. DIV RATE CFS	DATABASE EXAMINER	REC. DIV VOL. AF/A	DATABASE EXAMINER	REC. CONS. USE
Irrigation	4-1 10-31	0.40				

TOTAL FOR THIS RIGHT

Mel Schutte
REVIEWED BY: *Linda Wilson*

0.40
5-26-98
DATE: 5-14-93

Stockwater use covered under 51-00060

A. CHECK ONLY THE FOLLOWING THAT APPLY:

OWNERSHIP
FORFEIT/ABANDON
ADDITIONAL DIV. AMOUNT

ACCEPTED
AS CLAIMED
(X)
()
()
()

NEEDS
REVIEW
()
()
()
()

B. SPLIT WATER RIGHT REVIEW

N/A

ROOT WATER RIGHT NUMBER: 51-00061

TOTAL DIVERSION RATE OF WR SPLITS

DATABASE
0.900

EXAMINER

CFS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A51-00061	0.400	-	-	51-00061	0.400
A51-00004	A51-10350	13.540	-	-	-	-
A51-00040	A51-10350	13.540	-	-	51-00040	0.200
A51-00064	A51-10350	13.540	-	-	51-00064	0.700

TOTAL CFS 41.020

0.900

DIVERSION RATE REVIEW

FIELD
EXAMINER

DATABASE
N

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, is the written review sheet attached? (Y/N)

NOTES:

AUTHENTICATION: *Michael Schulte* 5-26-98
SIGNATURE: *Linda Werner* DATE: 5-14-93
NAME OF FIELD EXAMINER: *L. Werner* TITLE: *Sr. W.R. Agent*

Exhibit "A"

Old (D) Number -

Water Right Number - 51-00061

Prefix Translation: WATER RIGHT

+++ C - CURRENT OWNER ***

NOBLE

EST. OF ROBERT

1 -
2 -
3 -

State- ID Zip-

City-
Phone - 208-000-0000

+++ Priority Date - - - + 04/01/1997

14 WESTERN

Region - - - +

D - DECEED

Stage - - - +

Status - - - +

+++ Source - - - + BRUNEAU RIVER

Tributary - - - + SNAKE RIVER

+++ Point of Diversion - - - +

County

Stream Index (Blank if no Index Code)

+++ Code - - - + Description - - - + Period From - - - + Water Use - - - + Diversion Rate - - - + Diversion Volume - - - +

01 - IRRIGATION
04 - STOCKWATER
43 - DOMESTIC

0.400

+++ Total Div. Rate - - + - - + Total Div. Volume - - + - - + Total Div. Capacity - - +
0.400

Twn	Rng	Sec	Tract	Lot	Acres	Place of Use	Description	County
07S	06E	5	NE SW		40.0	01	IRRIGATION	OMYHEE (73)
07S	06E	5	SW SW		40.0	01	IRRIGATION	OMYHEE (73)
07S	06E	5	SE SW		40.0	01	IRRIGATION	OMYHEE (73)
07S	06E	8	NW NE		40.0	01	IRRIGATION	OMYHEE (73)
07S	06E	8	SW NE		40.0	01	IRRIGATION	OMYHEE (73)
07S	06E	8	SE NE		40.0	01	IRRIGATION	OMYHEE (73)
07S	06E	8	NE NW		40.0	01	IRRIGATION	OMYHEE (73)

Total Acres: 280.0

+++ Diversion Means -

+++ Non-Irrigation Use -

+++ Other Rights for Same Use -

+++ Remarks - - - + No Remarks found.

[illegible]