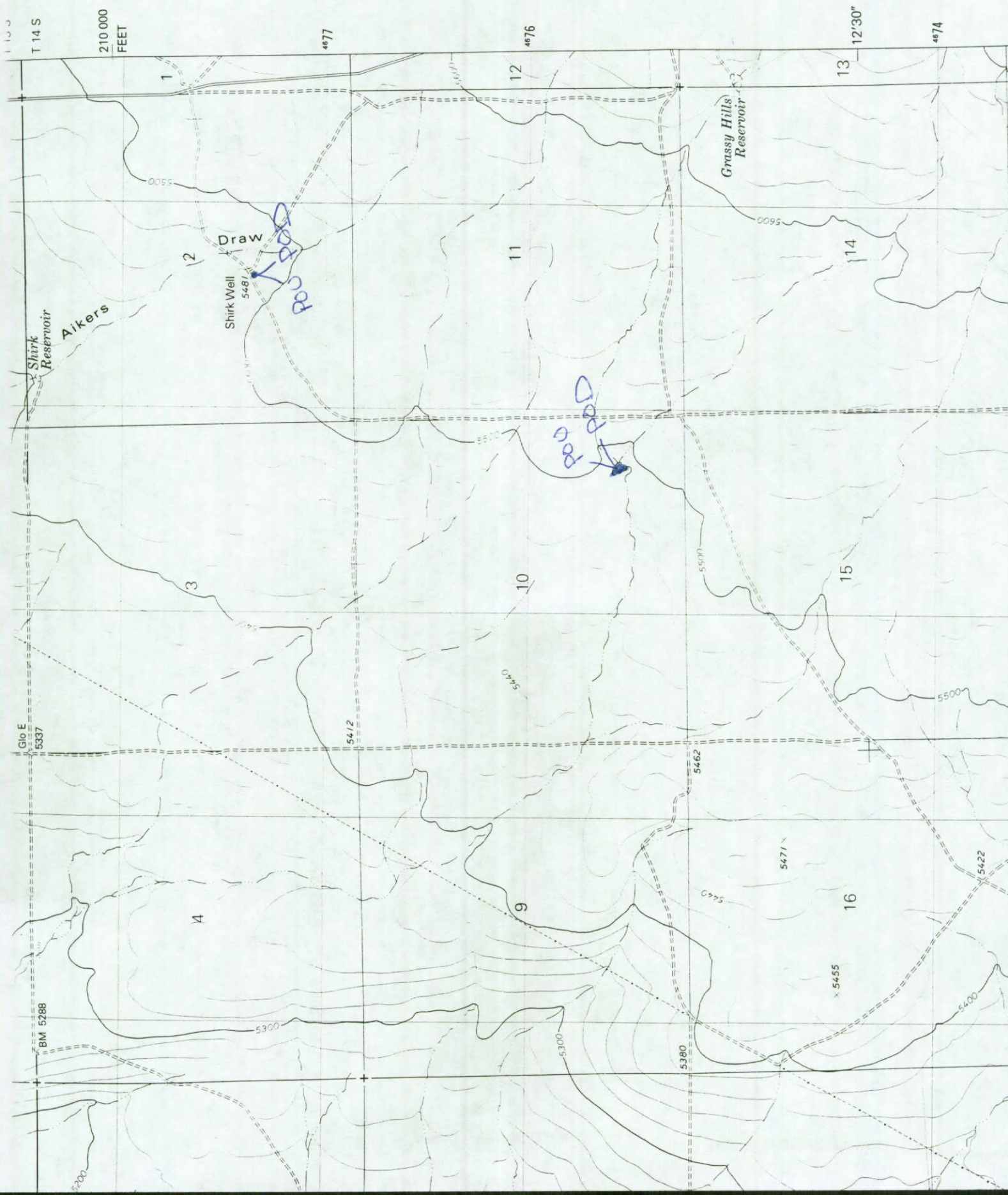


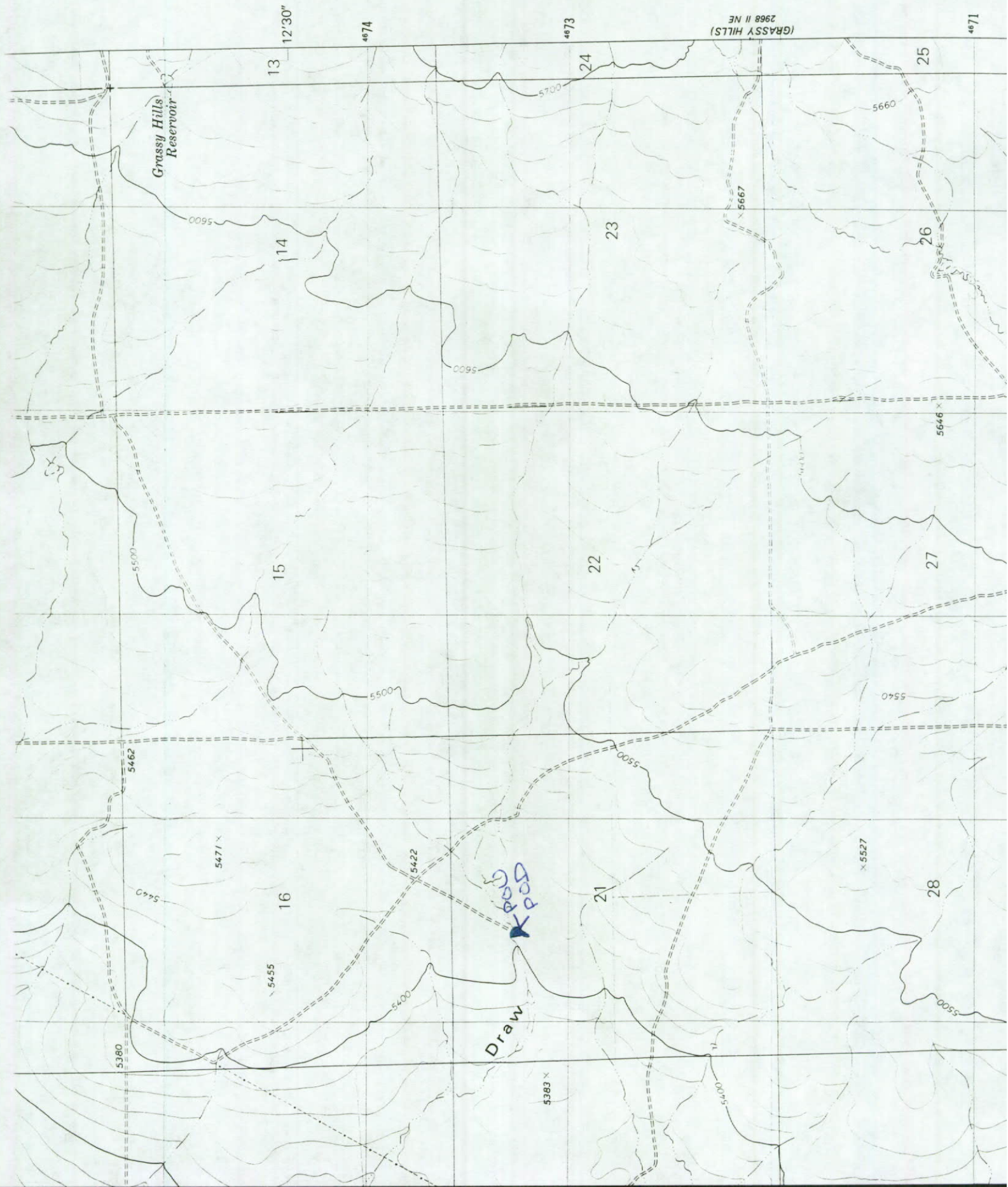
51-10194

14S
11E



51.10196

14S
11E



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: A51-10196
Date Received: 1/16/1989
Receipt No: S005870
Received By: _____

Deposited in the Office of the
Clerk of the District Court

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SWAN LAND & LIVESTOCK COMPANY 208-857-2235
Address: HOUSE CREEK RANCH
ROGERSON, ID 83302

2. Date of Priority: JUN 01, 1946

3. Source: UNNAMED DRAWS Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
14S	11E	2	SW	NW	SE		OWYHEE
		10	NW	SE	SE		OWYHEE
		21	SW	NE	NW		OWYHEE

5. Description of diverting works:
EARTHEN DAMS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
STOCKWATER	03/01	09/01			2.23

7. Total Quantity Appropriated is:
C.F.S. (and/or) 2.23 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
S/ 1500 RANGE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
14S	11E	2	NW	SE		STOCK	

A51-10196

Page 1

Date: 01/16/89

MICROFILMED

AUG 11 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
14S	11E	10	SE	SE		STOCK	
		21	NE	NW		STOCK	

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:

WATER FROM PIPELINE FROM DEVIL CREEK WATERUSERS ASSN.

14. Remarks:

ALL PONDS ARE IN SAME PASTURE AND USED AT THE SAME TIME.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Organizations:

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

Signature of Authorized Agent

Title and Organization

Date

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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

A51-10196

Date Received

1/11/89 402

Receipt Number

5005870

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) SWAN LAND + LIVESTOCK CO. Phone (208) 857-2235Mailing Address House Creek Ranch, Pomeroy, Idaho Zip 833022. Date of Priority (Only one (1) per claim) 6/1/463. Source of water supply (a) UNNAMED draws
which is tributary to (b) SINK4. a. Location of existing point of diversion is: Township 14S Range 11E Section 21,(a) SW 1/4 of NE 1/4 of NW 1/4, Govt. Lot, _____ B.M., County of DwyheeAdditional points of diversion if any: T14S R11E Sec 10 NW 1/4 SE 1/4 SE 1/4 - T14S R11E Sec 2
SW 1/4 NW 1/4 of SE 1/4

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.(a) Earth dam 180 ft. long - Ave depth
2 ft. 1.0 Acre feet.(b) Earth dam 150 ft. long - Ave. depth 3 ft. 1.02 Acre feet(c) Earth dam 60 ft. long - 3 ft. deep .21 Acre feet

NOT RECORDED

AUG 11 1982

HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION

All documents filed in the Snake River Basin Adjudication other than notices of claims are filed with the court. Notices of claims to water rights filed in the Snake River Basin Adjudication are filed with the Idaho Department of Water Resources. Copies of all documents filed in the Snake River Basin Adjudication will not be mailed to all parties (claimants) in the adjudication.

By order of the court, any document filed with the court will be mailed only to those parties who may be directly affected by it. A monthly docket sheet will be prepared by the department which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Snake River Basin in Idaho. Copies of the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying. If you wish to receive a copy of the docket sheet each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee to cover the cost of copying and mailing. Copies of any document listed on the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying.

Copies of all notices of claims filed with the department will be available for inspection from all offices of the department. Copies of the notices of claims may be obtained in person or by mail, but you will be charged for the cost of copying and mailing. (A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.)

After the notices of claims have been reviewed, the director will prepare and file a report with the court. Part 1 of the report will contain the director's recommendations as to each water right claimed under state law. Part 2 of the report will list each federal reserved water right claimed. A number of reports will be prepared, one or more for each sub-basin in the Snake River Basin. When the report for your sub-basin is filed with the court, you will be mailed a notice informing you that the report for your sub-basin has been filed. The notice will be sent to the most recent address shown by the department's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way other claimant's water rights are described, and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection. The notice of filing for each sub-basin report will also be published state-wide in local newspapers.

6. Water is claimed for the following purposes:

(both dates are inclusive) (cfs) (acre feet)

For stock water purposes from 3/1 to 9/1 amount _____ or 1.0

For stock water purposes from 3/1 to 9/1 amount _____ or 1.02

For stock water purposes from 3/1 to 9/1 amount _____ or .21

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) _____ (cfs) and/or (b) 2.23 (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) stock water 1500 cows

10. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
145	11E	21					5												
145	11E	10																5	
145	11E	2													3				

Total number of acres irrigated _____

11. In which county (ies) are lands listed above as place of use located? Owyhee

12. Do you own the property listed above as place of use? Yes ☒ No ☐
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
Pipeline - Devil Creek Water Users Assn. or None ()

14. Remarks:

Water from run-off is collected + stored in small reservoirs.
There are no springs or other live water. All ponds are in
same pasture and used at the same time.

Last Name _____ Ident No. _____

UNRECORDED
Copies: White - State, Yellow - Claimant
AUG 11 1992

It is very important that you inform the department in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

If you are acquiring property with water rights in the Snake River Basin water system in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of the department whether a notice of claim has been filed. If not, you must file a notice of claim or the water right may be declared by the court to no longer exist. If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with the department. The notice of change in ownership must be accompanied by some evidence of the change in ownership, such as a copy of the deed or a property tax statement showing the name of the new owner. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

The cost of the subscription to the docket sheet is \$7.50 for calendar year 1988. The cost of the subscription may increase a small amount for calendar year 1989 if the cost of copying and/or mailing should increase.

If you are planning to file a motion or other pleading (not a notice of claim) with the court (not IDWR), the court has issued an order setting a special procedure that is different from the usual civil rules. A copy of the order may be obtained from any office of IDWR; you may be charged for the cost of mailing and/or copying.

Scale: 2 inches equals 1 mile

The image displays a 16x16 grid of 256 squares. Each square contains a crosshair pattern formed by two dashed lines intersecting at the center. The grid is composed of 16 rows and 16 columns, with each square being a uniform size. The dashed lines are black and set against a white background within each square.

Last Name _____ Ident No. _____

Copies: White-State, Yellow-Claimants 1332
633 11 1332

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice _____ License _____ Permit _____

Decree _____

If applicable provide IDWR Water Right Number _____

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am PRESIDENT _____

Title

of SWAN LAND + LIVESTOCK CO _____, that I have signed the foregoing

Organization

document in the space below as PRESIDENT _____ of SWAN LAND + LIVESTOCK CO _____

Title

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Serge D. Shuman _____

Title and Organization PRES. SWAN LAND + LIVESTOCK CO _____ Date 1/11/89

State of Idaho/or _____)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this 11th day of January 19 89

Notary Public Kathleen S. Jones _____

Residing at Twin Falls Idaho _____

My Commission Expires 6-18-91 _____

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name _____ Ident. Number _____

MICROFILMED
Copies White-State, Yellow-Claimant
AUG 11 1992

AJ0749NP
No. 51-10196

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

DATE: 03/23/00
PAGE: 2

Remarks: STOCKWATER, 1500 RANGE CATTLE

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

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

Comments: Date: 05/20/1992 User-ID: WHITE Subject: COPIED FROM REMARKS
ALL PONDS ARE IN SAME PASTURE AND USED AT THE SAME TIME.

Date: 02/25/1997 User-ID: STK-PROD Subject: D&S STK-BLM UPDATE
USE-NOT-IRRIGATION FIELD TEXT DELETED AND MADE EXP REMARK.
CONDITION CODES N11 AND N13 ADDED IF NOT ALREADY PART OF RECORD.
ANY GEN REMARK CHANGED TO EXP REMARK. IF BLM/USFS, DELETED L12.

Date: 04/01/1998 User-ID: SBOCK Subject: POD & POU CHANGE
THE SINK IN SEC 2 WAS NOT LOCATED IN THE PROPER 1/4 1/4. AS PER
TOP MAP THE SINK IS LOCATED IN THE NESW 1/4.

Date: 03/23/2000 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: 03/23/00 DBUFFING



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

March 24, 2000

ASLETT RANCHES PARTNERSHIP
PO BOX B
TWIN FALLS ID 83303-0015

RE: Water Right No. 51-02442 & 51-10196

Dear Property Owner(s):

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.

Thank you for your patience and cooperation. 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
Office Specialist 1
Adjudication Section
Western Region

DB:db

Enclosures

cc: Swan Land & Livestock Company

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

AJ0749NP
No. R51-10196

Comments: Date: 05/20/1992 User-ID: WHITE Subject: COPIED FROM REMARKS
ALL PONDS ARE IN SAME PASTURE AND USED AT THE SAME TIME.

Date: 02/25/1997 User-ID: STK-PROD Subject: D&S STK-BLM UPDATE
USE-NOT-IRRIGATION FIELD TEXT DELETED AND MADE EXP REMARK.
CONDITION CODES N11 AND N13 ADDED IF NOT ALREADY PART OF RECORD.
ANY GEN REMARK CHANGED TO EXP REMARK. IF BLM/USFS, DELETED L12.

Date: 04/01/1998 User-ID: SBOCK Subject: POD & POU CHANGE
THE SINK IN SEC 2 WAS NOT LOCATED IN THE PROPER 1/4 1/4. AS PER
TOP MAP THE SINK IS LOCATED IN THE NESW 1/4.

Audit: 04/01/98 SBOCK

OWNER
CODE

C

SWAN LAND & LIVESTOCK COMPANY
HOUSE CREEK RANCH
ROGERSON ID 83302
(208) 857-2235

PRIORITY
DATE

06/01/1946

WATER USE

STOCKWATER *Stockwater*

USE PERIOD
FROM TO

03-01 09-01

DIVERSION
RATE

DIVERSION
VOLUME

2.23 AFA
2.23 AFA

Water Source: UNNAMED STREAMS

Tributary to: SINKS

Point(s) of Diversion:

T14S R11E S02
S10
S21

Stage: BENEFICIAL USE

OWYHEE County
OWYHEE County
OWYHEE County

Place of use Legal Description for: STOCKWATER

		NE		NW		SW		SE		
		NENE		NWNW		NWSW		NUSE		
		SENE		SENE		SESW		SESE		
T	R	S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
14S	11E	2	:	:	:	:	:	:	:	:
14S	11E	10	:	:	:	:	:	:	:	:
14S	11E	21	:	:	:	:	:	:	:	:

POU County: OWYHEE

Other Rights: WATER FROM PIPELINE FROM DEVIL CREEK WATERUSERS ASSN.

Conditions of Approval:

N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP PARCEL NOS. RP 0197702
RP 0197703
RP 0197901

STOCKWATER 1500 RANGE

Dates: Exam-Made Date: Verified Date: Objection filed Date:

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

Comments: Date: 05/20/1992 User-ID: WHITE Subject: COPIED FROM REMARKS
ALL PONDS ARE IN SAME PASTURE AND USED AT THE SAME TIME.

Date: 02/25/1997 User-ID: STK-PROD Subject: D&S STK-BLM UPDATE

#51
42380
505870

AJ5809NP
No. R51-10196

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 02/26/97
PAGE: 17

Comments:

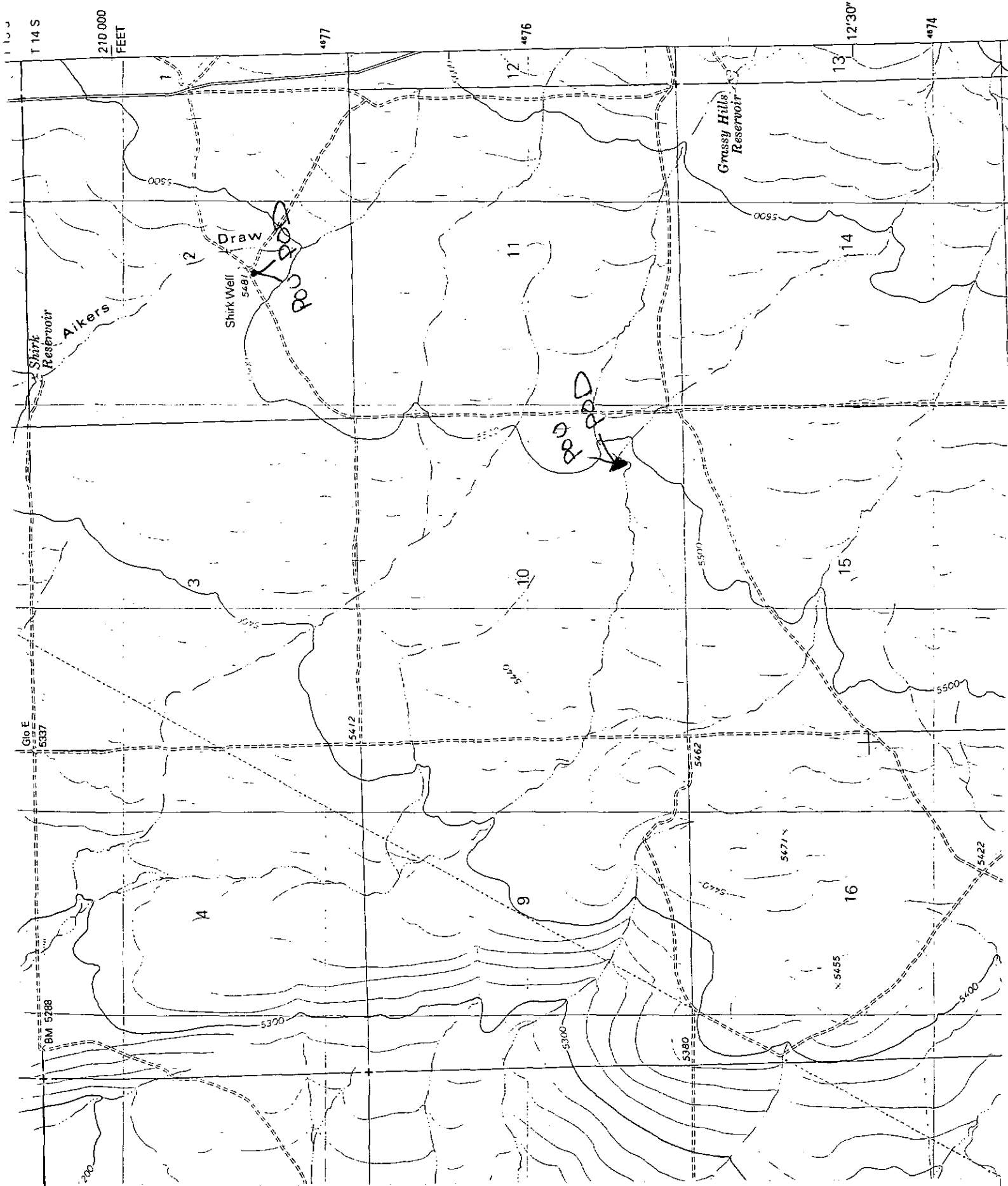
Date: 02/25/1997 User-ID: STK-PROD Subject: D&S STK-BLM UPDATE
USE-NOT-IRRIGATION FIELD TEXT DELETED AND MADE EXP REMARK.
CONDITION CODES N11 AND N13 ADDED IF NOT ALREADY PART OF RECORD.
ANY GEN REMARK CHANGED TO EXP REMARK. IF BLM/USFS, DELETED L12.

Audit:

05/20/92 WHITE 01/15/93 MCCARTHY 03/30/95 POST-STD 02/25/97 STK-PROD

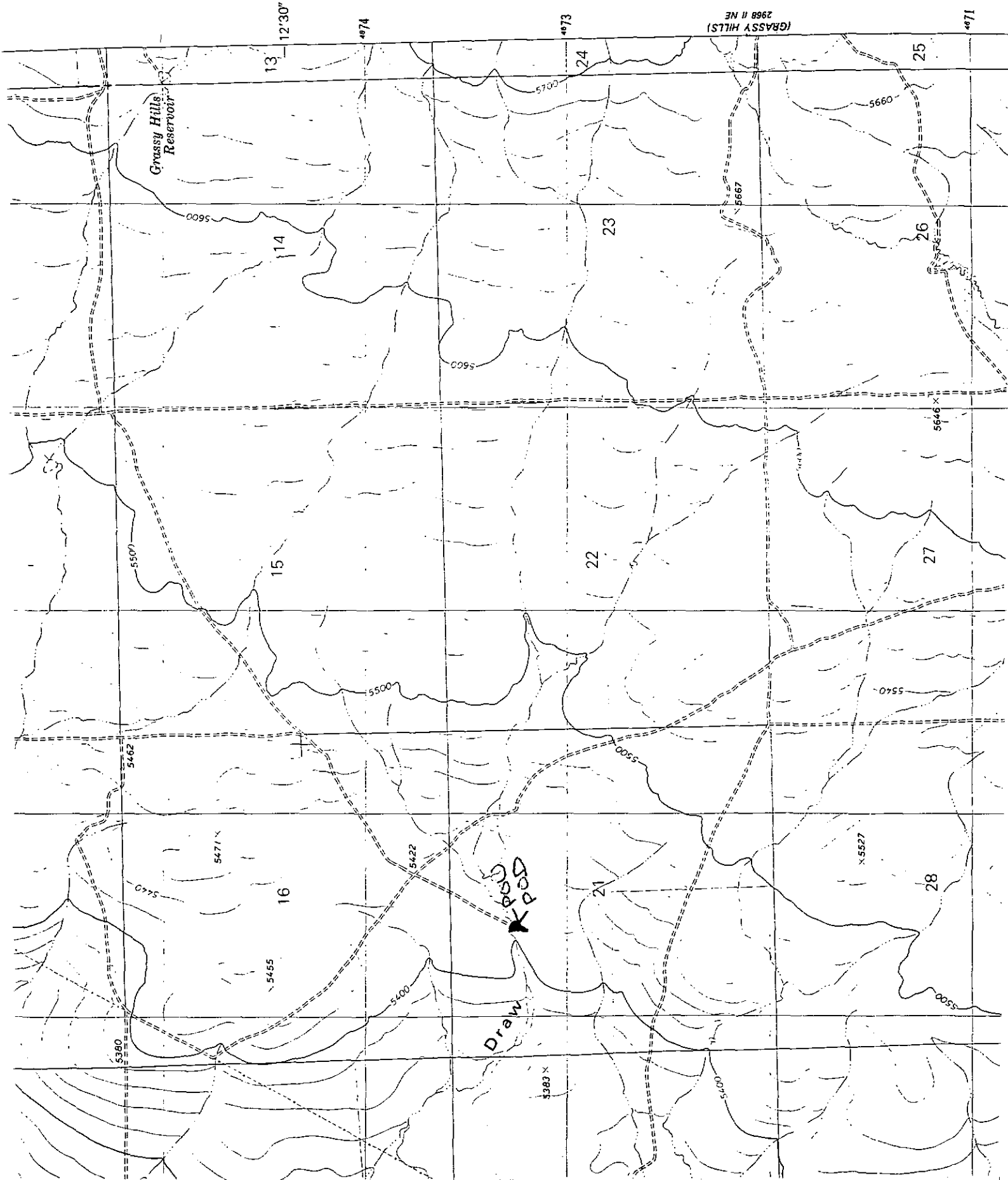
51-10194

14S
11E



51-10196

14S
11E



MAY-14-1997
0015

RIGHT NUMBER: 51-10196

NAME AND ADDRESS: SWAN LAND & LIVESTOCK COMPANY
HOUSE CREEK RANCH
ROGERSON ID 83302

SOURCE: UNNAMED STREAMS
UNNAMED DRAINS

TRIBUTARY: SINKS
SINKS

QUANTITY: 2.23 AFY

PRIORITY DATE: 06/01/1946

POINT OF DIVERSION: T14S R11E S02
S10
S21

PURPOSE AND PERIOD OF USE: PURPOSE OF USE
STOCKWATER

PERIOD OF USE
03-01 09-01

PLACE OF USE: STOCKWATER
T14S R11E S02
S10
S21

Within Owyhee County

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

PARCEL NOS. RP 0197702

RP 0197703

RP 0197901

STOCKWATER 1500 RANGE

Maria

2.23 AFY

2.23 AFY

QUANTITY
2.23 AFY

WATER RIGHT NUMBER - A51-10196
PREFIX TRANSLATION: ADJUDICATION CLAIM
OLD (C) NUMBER -

*** C - CURRENT OWNER ***
SWAN LAND & LIVESTOCK COMPANY
1 - HOUSE CREEK RANCH
2 -
3 -
CITY- ROGERSON
PHONE - 208-857-2235
STATE- ID ZIP- 83302

PRIORITY DATE - +
06/01/1946
REGION - +
ERROR IN REGION
STAGE - +
J - BENEFICIAL USE
STATUS - +

SOURCE - +
UNNAMED DRAWS
TRIBUTARY - +
SINKS

TWN	RNG	SEC	TRACT	LOT	RFLG	COUNTY	POINT OF DIVERSION	STREAM INDEX (BLANK IF NO INDEX CODE)
14S	11E	2	SW NW SE			(73) Dwyhee		
14S	11E	10	NW SE SE			(73) Dwyhee		
14S	11E	21	SW NE NW			(73) Dwyhee		

CODE - +
DESCRIPTION - +
PERIOD FROM PERIOD TO
WATER USE
DIVERSION RATE
DIVERSION VOLUME
04 - STOCKWATER
03/01 03/01
2.23
TOTAL DIV. RATE - +
TOTAL DIV. VOLUME - +
TOTAL DIV. CAPACITY - +
TOTAL CONSUMPTIVE USE - +
KM USAGE - +
2.23

TWN	RNG	SEC	TRACT	LOT	ACRES	PLACE OF USE	CODE	DESCRIPTION	COUNTY
14S	11E	2	NW SE			04 STOCKWATER		(73) Dwyhee	
14S	11E	10	SE SE			04 STOCKWATER		(73) Dwyhee	
14S	11E	21	NE NW			04 STOCKWATER		(73) Dwyhee	

DIVERSION MEANS - EARTHEN DAMS
NON-IRRIGATION USE - S/ 1500 RANGE

OTHER RIGHTS FOR SAME USE - WATER FROM PIPELINE FROM DEVIL CREEK WATERUSERS ASSN.
REMARKS
ALL POUNDS ARE IN SAME PASTURE AND USED AT THE SAME TIME.

OLD WATER RIGHT NUMBERS
NO OLD WATER RIGHT NUMBERS FOUND.
CONDITIONS OF APPROVAL
NO CONDITIONS OF APPROVAL FOUND.

WATER RIGHT NUMBER - A51-10193

PREFLX TRANSLATION: ADJUDICATION CLAIM

+ - - - DECKE PLAINIER - - - +

[illegible]

+ - DECREE DATE - +
 00/00/0000

+ - - AUDIT FIELDS - 01/16/89 HERRITT 10/24/89 REFUNDML

NO COMMENT\$ FUNDS
--COMMENTS--

[illegible]

COURT REPORT FILING
OBJECTION FILED DATE
RESPONSE FILED DATE
CLAIM RECEIVED DATE
PROOF DUE DATE
LICENSED DATE
CLAIMS TAPE ERROR FLAG
FEE EXEMPT FLAG

FIELD INSPECTION MADE	-	00/00/0000
FIELD INSPECTION FLAG	-	
VERIFIED DATE	-	00/00/0000
LAST AMENDED DATE	-	00/00/0000
PKDOF MADE DATE	-	00/00/0000
RECEIPT NUMBER	-	S005870
PDU OWNERSHIP FLAG	-	Y
NAME CONNECTOR	-	

CIVIL CASE NUMBER	-	39576
OLD CASE NUMBER	-	
OLD JUDICIAL DISTRICT	-	
TEMPORARY RIGHT	-	P
WATER DISTRICT	-	
FEDERAL/STATE INDICATOR	-	S
PRESUMPTION FLAG	-	

RP 0197702

RP 0197703

RP 6197901

FOR

Aug 28 1991

DATA ENTRY

ENTERED

CHECKED

"Verified By"
 Topo Map/Ortho-PQ
 A/SCS Map
 Wetlandmaster Records
 NAPP Photos
 Field Exam
 Other (See Remarks)
 County Records
 Witness Statement
 Project Records
 IDW/R Records

VERIFIED

SEP 5 1991

CERTIFIED

1661 4 1991

WATER EXAMINER

MICROFILMED

JUL 07 1994

RIGHTS FROM: SOURCE: UNNAMED STREAMS TRIBUTARY: SINKS

RIGHT NUMBER: 51-10196

NAME & ADDRESS: ASLETT RANCHES PARTNERSHIP
PO BOX B
TWIN FALLS ID 83303-0015

SOURCE: UNNAMED STREAMS TRIBUTARY: SINKS

QUANTITY: 2.23 AFY

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 06/01/1946

POINT OF DIVERSION: T14S R11E S02 SENESW Within Owyhee County
S10 NWSE
S21 SWNEW

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER STORAGE	03-01 09-01	2.23 AFY
	STOCKWATER FROM STORAGE	03-01 09-01	2.23 AFY

PLACE OF USE: STOCKWATER STORAGE Within Owyhee County
T14S R11E S02 NESW
S10 SESE
S21 NENWSTOCKWATER FROM STORAGE Within Owyhee County
T14S R11E S02 NESW
S10 SESE
S21 NENW

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NOS. RP 0197702, RP 0197703, RP0197901
STOCKWATER, 1500 RANGE CATTLE

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 51-02442 and 51-10196

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): 51-02442 and 51-10196

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
3/24/2000

51-02442 AND 51-10196

PAGE 1

From (Claimant/Seller):

Name of Claimant: SWAN LAND & LIVESTOCK COMPANY
Address: HOUSE CREEK RANCH
ROGERSON ID 83302
Phone: (208) 857-2235

To (Claimant/Purchaser):

Name of Claimant: ASLETT RANCHES PARTNERSHIP
Address: PO BOX B
TWIN FALLS ID 83303-0015
Phone: (208) 734-5533

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above 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.

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: March 24, 2000



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on March 24, 2000 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:

SWAN LAND & LIVESTOCK COMPANY
HOUSE CREEK RANCH
ROGERSON ID 83302
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

ASLETT RANCHES PARTNERSHIP
PO BOX B
TWIN FALLS ID 83303-0015
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



Signature of person or attorney mailing the form

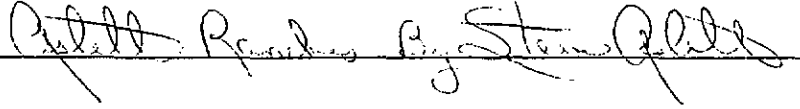
RECEIVED
DEC 23 1999
Department of Water Resources
RECEIVED
FEB 29 2000
WATER RESOURCES
WESTERN REGION

STATE 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): _____
Adjudication Claim No(s): see attached list
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** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)
OR
 - C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.
3. Name and Address of Former Owner/Claimant SWAN LAND & LIVESTOCK COMPANY
ROGERSON, ID 83302
4. New Owner/Claimant(s) ASLETT RANCHES PARTNERSHIP
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address P O BOX B
City, State and ZIP Code TWIN FALLS, ID 83303-0015
New Telephone Number (208) 734-5533
5. Date you acquired the property 12/3/99
6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners**. If necessary, attach additional pages. 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.

Number of acres you irrigate with this water right _____	Number and type of stock _____
Diversion rate in CFS _____	Number of homes you acquired _____ Other uses _____

7. Signature of New Owner(s) 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.

51-00134 so objection
51-00135 12
51-00143 ✓ - disallowed
51-02442 ✓ done
51-10193 VAULT
51-10194 " } decreed
51-10195 " }
51-10196 ✓ done
51-10197 VAULT - decreed

ACREAGE

Approximately 16,695 total deeded acres

" 1,000 acres hay and irrigated pasture

" 200 acres sub-irrigated meadow and creek bottom

" 15,495 dry grazing

Bureau of Land Management 4,764 AUM's

John Biar (208) 736-2350

Forest Service 1,601 AUM's

Mike McNeil (208) 543-4129

Idaho State Leases 371 AUM's

Private Lease Approximately 1,000 deeded acres - 915 AUM's on BLM.

*Coordinated Resource Management Plan: Allows landowner flexibility in determining numbers and periods of usage on federal and state leases. Has been in effect since 1981. AMP renewed March of 1998 with nine years remaining. Please call for detailed explanation.



*Swan Land & Livestock
Controls the water
source*

WATER

All irrigation is via flood method. Water from House Creek and Deadwood Creek is decreed as follows:

92 miners inches 5/1/1897 A47-00026	100 miners inches 5/1/1893 A47-00038
120 miners inches 5/1/98 A47-00030	45 miners inches 5/1/1893
80 miners inches 5/1/1889 A47-00040	92 miners inches 5/1/1904
70 miners inches 5/1/1909 A47-00041	110 miners inches 5/1/1905
60 miners inches 5/1/1909 A47-00032	175 miners inches 9/1/1915 A47-11491

Stock water is plentiful in the higher forest, BLM and deeded country. It is supplied by numerous creeks, seeps and natural springs. Many springs have been improved and developed to further enhance stock water. Water to the lower BLM desert allotment is primarily provided by a pipeline owned by Swan Land & Livestock along with other area ranchers. Swan Land & Livestock owns 38% of the pipeline and controls the water source. Ownership is based on AUM's.

GENERAL PARTNERSHIP AGREEMENT

1. **Parties.** This Agreement made among the MARVIN ASLETT, LARRY ASLETT, STEVE ASLETT, and STEVE ASLETT, JR. on December 22, 1999.

2. **Name of Business.** The parties form a general partnership which shall transact business under the name of ASLETT RANCHES.

3. **Partnership Business.** The partnership shall engage in the business of cattle ranching and in such other businesses of a similar or related nature as may be determined by the partners.

4. **Place of Business.** The place of business of the partnership shall be located at Rogerson, Idaho or at such other location or locations as the partners may from time to time designate.

5. **Term.** ~~The term of the~~ The partnership shall begin on the date of its execution and shall continue until terminated as provided in this agreement.

6. **Capital.** The partners have made unequal contributions to the capital accounts of the partnership. The interest of each member of the partnership in the total shall be controlled by that partner's capital account indicating the proportional share of his investment to the total investment in the partnership. An individual capital account shall be established for each Partner. The initial capital accounts of the Partners shall be equivalent to their respective contributions to the

capital of the partnership. If at any time the partners should unanimously determine that further capital is required in the interests of the partnership, and that the capital of the partnership should be increased, the additional capital shall be contributed by the partners in the same percentages as their then capital accounts.

7. **Salaries and Expenses.** No partner shall receive any salary for services rendered to the partnership except as may be unanimously agreed by the partners. The partners shall have such drawing and expenses accounts as may be agreed upon.

8. **Partnership Profits and Losses.** The net profits of the partnership shall be divided among the Partners, and the net losses of the partnership shall be borne by the Partners, in proportion to their respective capital contributions as set forth in Section 6 of this agreement. For income tax purposes, all gains, losses, credits, and depreciation deductions on partnership property shall be allocated among the Partners in proportion to their capital contributions as provided in Section 6 of this agreement.

9. **Fiscal Year.** The fiscal year of the partnership shall commence on January 1.

10. **Book and Records.** The partnership shall maintain full and accurate books of account, which shall be kept at the office of Circle A Construction, Inc., 240 Highland Avenue, Twin Falls, Idaho 83301. Each Partner shall have access to and the

right to inspect and copy such books and all other partnership records during normal business hours.

11. **Bank Accounts.** The partnership shall maintain such bank accounts as the partners shall determine. Checks shall be drawn for partnership purposes only, and may be signed only by the person or persons designated by the partners. All moneys received by the partnership shall be deposited in such accounts.

12. **Management Duties and Restrictions.** The partners shall have rights in the management of the partnership proportionate to their capital accounts. No partner shall be required to devote any given time to the management of the partnership affairs. of Section 15 of this agreement, to lease such property

13. **Matters Requiring Unanimity.** No partner shall, without the consent of all other partners (which consent shall not be unreasonably withheld), do any of the following:

- a. Assign the partnership property in trust for creditors or on the assignee's promise to pay the debts of the partnership.
- b. Dispose of the good will of the partnership business.
- c. Do any other act which would make it impossible to carry on the ordinary business of the partnership.
- d. Confess a judgment against the partnership.
- e. Submit a partnership claim or liability to arbitration or reference.
- f. Make, execute or deliver for the partnership any bond, mortgage, deed of trust, guarantee, indemnity bond, surety bond or accommodation paper or accommodation endorsement.

g. Borrow money in the partnership name or use partnership property as collateral.

h. Assign, transfer, pledge, compromise or release any claim of or debt owing to the partnership except upon payment in full.

i. Convey any partnership real property.

j. Pledge or transfer in any manner his or her interest in the partnership except to another partner.

k. Any other act for which unanimity is required under other Sections of this Agreement.

14. **Transferability of Partnership Interests.** Except as otherwise provided in this agreement with respect to withdrawing or decreased partners, the interest of any partner in the partnership, or in the profits, assets, property, receivables, records, files, or clientele of the partnership, should not be sold, assigned, pledged, mortgaged, or transferred in any manner by a partner unless the written consent to do so is first obtained from every other partner.

15. **Partnership Property.** Partnership property, personal and real, shall be acquired, held, and conveyed in the name of the partnership, except that upon the unanimous consent of the partners, partnership property may be acquired, held, or conveyed in the name of any partner or other person as nominee for the partnership. Property acquired, held, or conveyed by a nominee shall be recorded as partnership property in the partnership books and records.

16. **Admission of New or Substituted Partners.** A new partner may be admitted to the partnership only upon the written consent of all existing partners. A substituted partner may be

admitted to the partnership only upon the written consent of two-thirds of the existing partners and only if the substituted partner purchases the partnership interest of a deceased or withdrawing partner. Upon the admission of a new partner, the name and capital contribution of the new partner shall be added to Section 6 of this agreement.

17. **Retirement of a Partner.** Any partner shall have the right to retire from the partnership at the end of any fiscal year. Written notice of intention to retire shall be served upon the other partners at the office of the partnership at least three months before the end of the fiscal year. Thereafter the retiring partner and the surviving partners shall have the same rights and elections as are specified in paragraph 18 with respect to the "Estate" and the surviving partners respectively, in the event of the death of a partner.

18. **Death of a Partner.** Upon the death of a partner, the partnership shall continue in operation and shall be managed by the surviving partners. The operation shall continue at last until the end of the fiscal year or to such other time as is necessary for the surviving partners to wind up the affairs of the partnership.

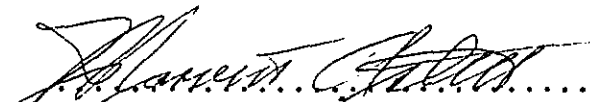
a. The surviving partners may elect to carry on the partnership business and to purchase the decedent's entire interest in the partnership. The value of the interest to be purchased will be agreed upon between the surviving partners and the personal representative of the

deceased partner. If the parties cannot agree upon a value, each shall appoint an appraiser, and the appraisers shall reach a value that will be binding upon the parties. The surviving partners shall give notice of their intent to purchase pursuant to this paragraph within six months of the death of the deceased partner and shall have three years from the date of death. in which to pay the purchase price to the personal representative of the deceased partner.

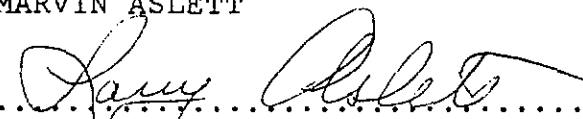
b. If the surviving partners do not elect to purchase the interest of the deceased partner, the partnership shall be terminated and its assets liquidated.

19. **Binding Effect.** This agreement shall bind the Partners, their heirs, personal representatives, and assignees.

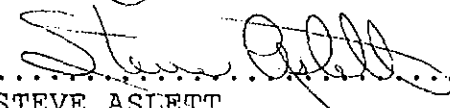
Dated December 22, 1999.


MARVIN ASLETT

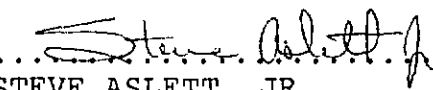
Dated December 22, 1999.


LARRY ASLETT

Dated December 22, 1999.


STEVE ASLETT

Dated December 22, 1999.


STEVE ASLETT, JR.

RERECORDED TO CORRECT LEGAL

RERECORDED TO CORRECT SCRIVENER ERROR

12/28/99

FILED

99 DEC -6 PM 3:11

230604

42118fc

TileFact, Inc.

163 Fourth Avenue North

P.O. Box 486

Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

BY *Cal*

RECEIVED

FEB 09 2000

Department of Water Resources
Southern Region

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED SWAN LAND AND LIVESTOCK COMPANY, a Utah corporation, a corporation duly organized and existing under the laws of the state of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto ASLETT RANCHES PARTNERSHIP, Grantee, whose address is: Box B, Twin Falls, Idaho 83303, the following described real estate, situated in Owyhee County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and 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 are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its Secretary.

Dated: December 3, 1999

SWAN LAND AND LIVESTOCK COMPANY, a Utah corporation

By: *George H. Swan*

GEORGE H. SWAN, President

BY: *Katherine Swan-Jones*

KATHERINE SWAN-JONES, Secretary

* * * * *

STATE OF IDAHO

County of Twin Falls

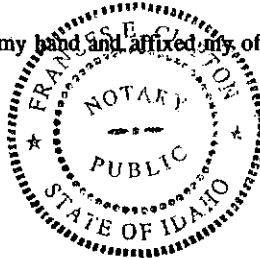
On this 3rd day of December, 1999, before me, the undersigned, Notary Public in and for said State, personally appeared GEORGE H. SWAN, known to me to be the President, and KATHERINE SWAN-JONES, known to be the Secretary of the corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Francis E. Clifton
Notary Public for Idaho

Residing at: Twin Falls

My Commission expires: 01-20-2004



North 69° 10' East a distance of 646.17 feet to a point being station 242+84.03 of said center line survey, the point of commencement of a 14° curve having a delta angle of 57° 28' to the left; thence around said curve for a distance of 101.82 feet to a point being station 243+85.85 of said center line survey.

Section 30: SE1/4 SE1/4

Section 31: NE1/4 NE1/4

Section 32: NW1/4, E1/2 SW1/4, SW1/4 SE1/4

In Township 16 South, Range 12 East, Boise Meridian, Owyhee County, Idaho.

Section 5: N1/2 NE1/4, SE1/4 NE1/4

EXCEPTING from said property described above:

Any right, title, or interest in any minerals, minerals rights or related matters including but not limited to oil, gas, coal and other hydrocarbon, whether or not shown by the public records.

230909

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PO2436

Exhibit "A"

In Township 13 South, Range 10 East, Boise Meridian, Owyhee County, Idaho.

Section 26: ^{W1/2}~~W1/4~~ SE1/4 NE1/4

In Township 13 South, Range 11 East, Boise Meridian, Owyhee County, Idaho.

Section 31: Lots 1, 2 and 3, E1/2 W1/2

In Township 14 South, Range 11 East, Boise Meridian, Owyhee County, Idaho.

Section 2: S1/2

Section 3: W1/2

Section 4: All

Section 5: W1/2

Section 6: Lots 3, 5, 6 and 7, SE1/4 NW1/4, E1/2 SW1/4

Section 8: E1/2 NW1/4, SW1/4, W1/2 SE1/4

Section 10: All

Section 11: S1/2

Section 15: All

Section 17: S1/2 S1/2

Section 20: N1/2 N1/2

Section 21: N1/2

Section 22: N1/2

Section 28: N1/2

Section 29: W1/2

In Township 15 South, Range 11 East, Boise Meridian, Owyhee County, Idaho.

Section 2: N1/2 SW1/4, SE1/4 SW1/4, SW1/4 SE1/4

CORRECTION

¹⁵
In Township ~~16~~ South, Range 12 East, Boise Meridian, Owyhee County, Idaho.

Section 29: W1/2 SW1/4

EXCEPTING LESS the following described parcel:

A strip of land 60 feet wide, 30 feet on either side of the center line of a center line survey, said center line being situate and running as follows:

BEGINNING at the Southwest corner of the Southwest Quarter of the Northwest Quarter, Section 29, Township 15 South, Range 12 East, Boise Meridian, Owyhee County, Idaho; thence

South 0° 04' West a distance of 281.46 feet, to a point being station 236+37.86 of said center line survey, and said point being the REAL POINT OF BEGINNING; thence

230797

FILED - RECORDED
99 DEC 17 PM 4:38