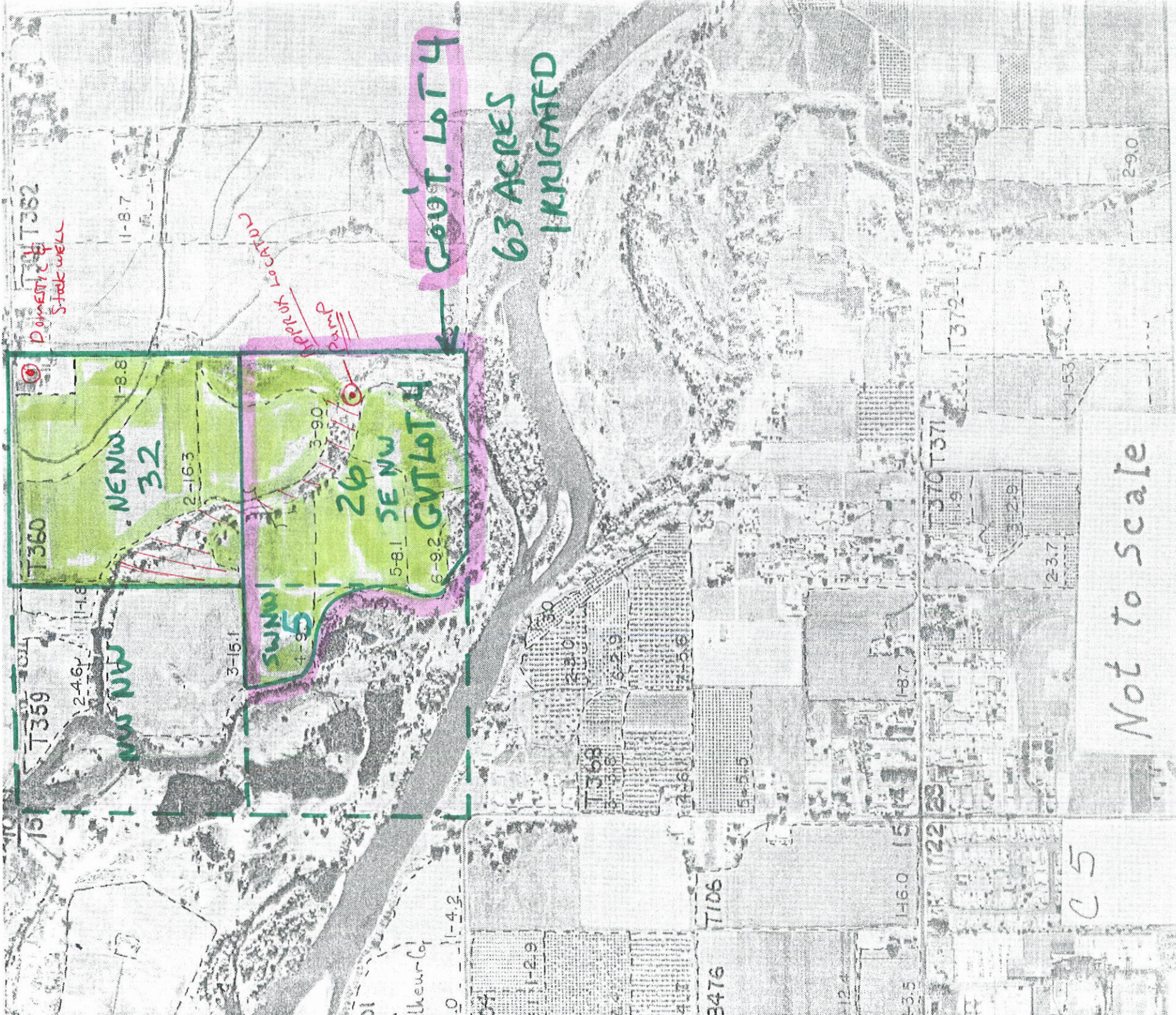


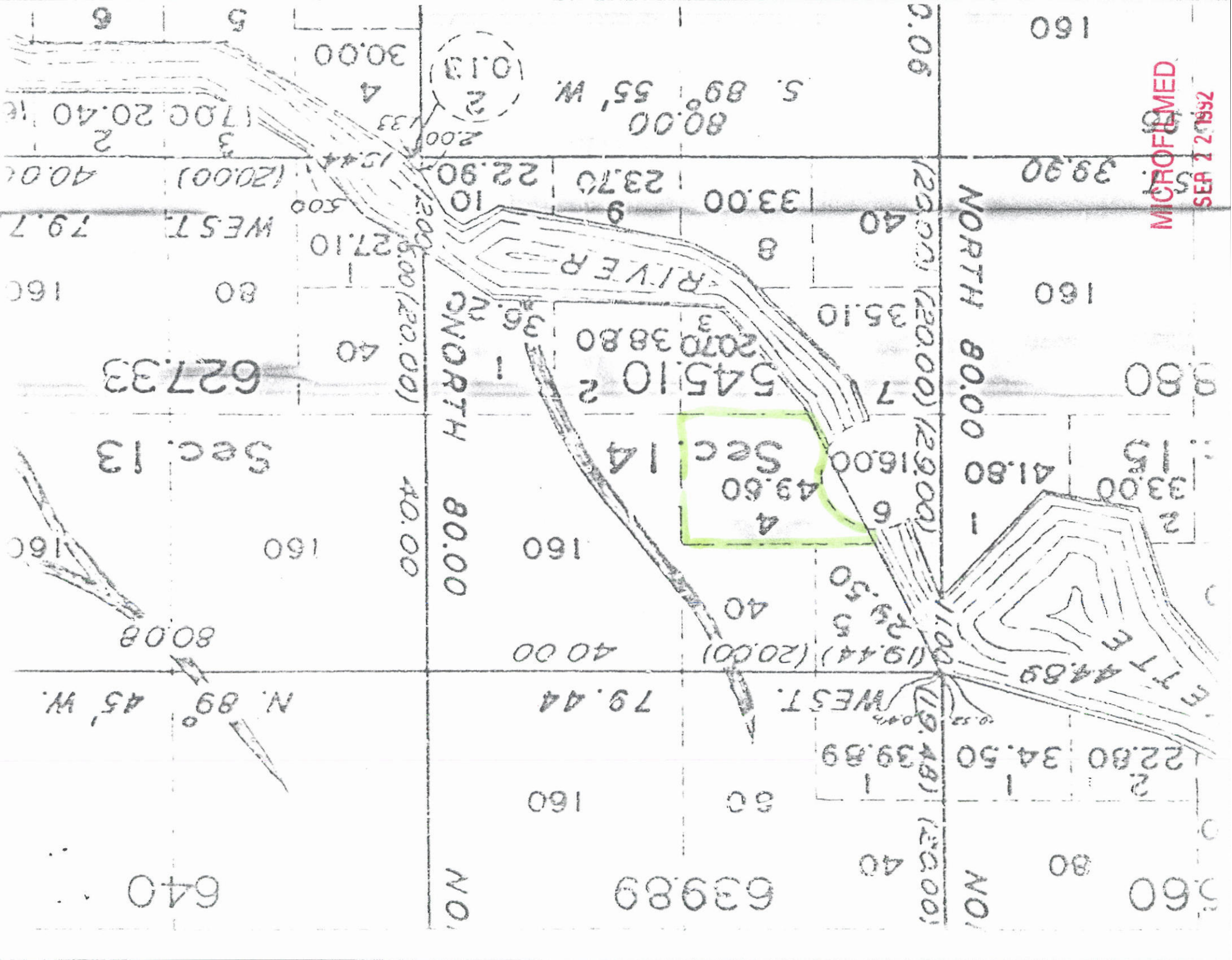


Not to scale

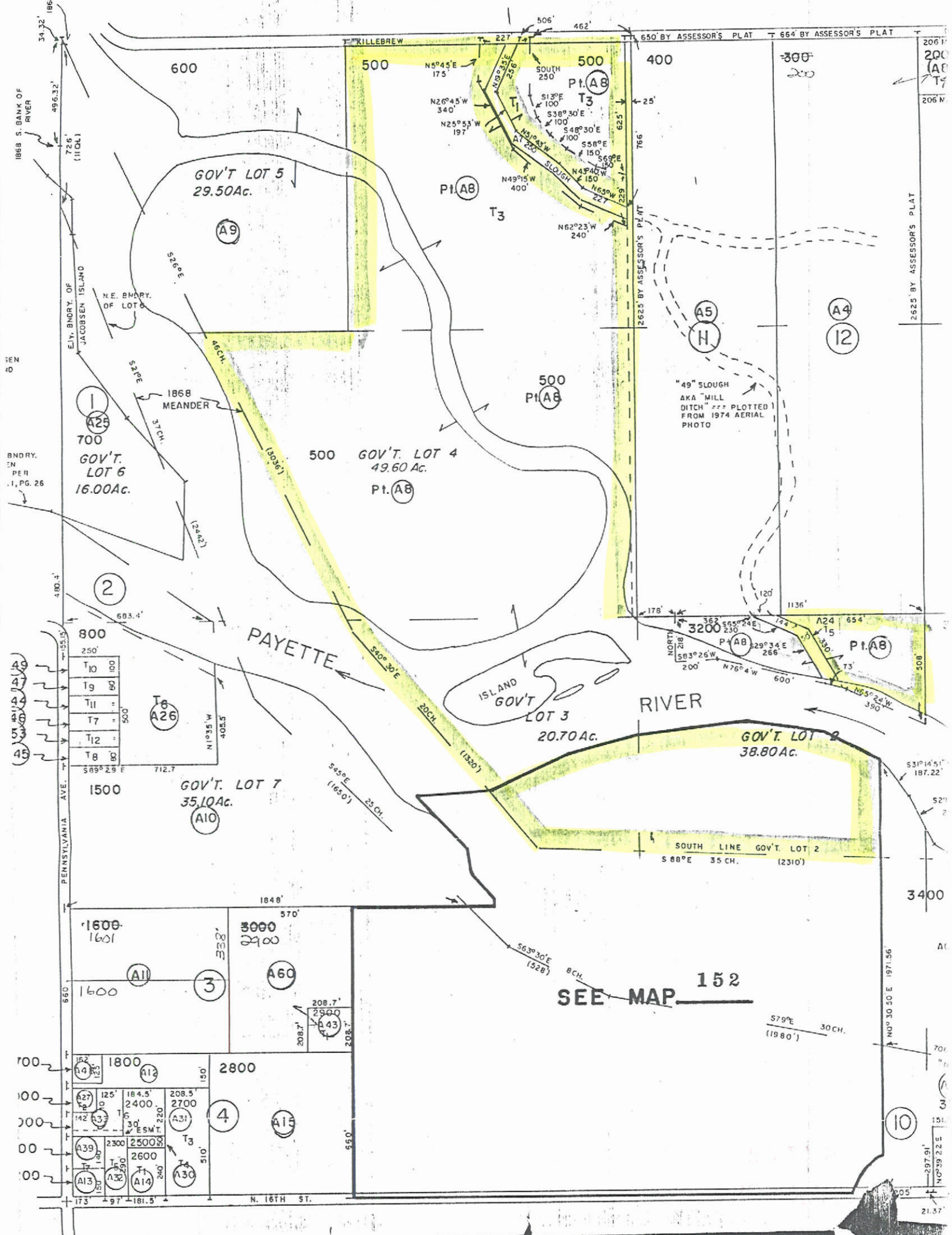
C5

MICROFILMED

SEP 2 2 1992



Scale 1" = 400'



Idaho Department of Water Resources

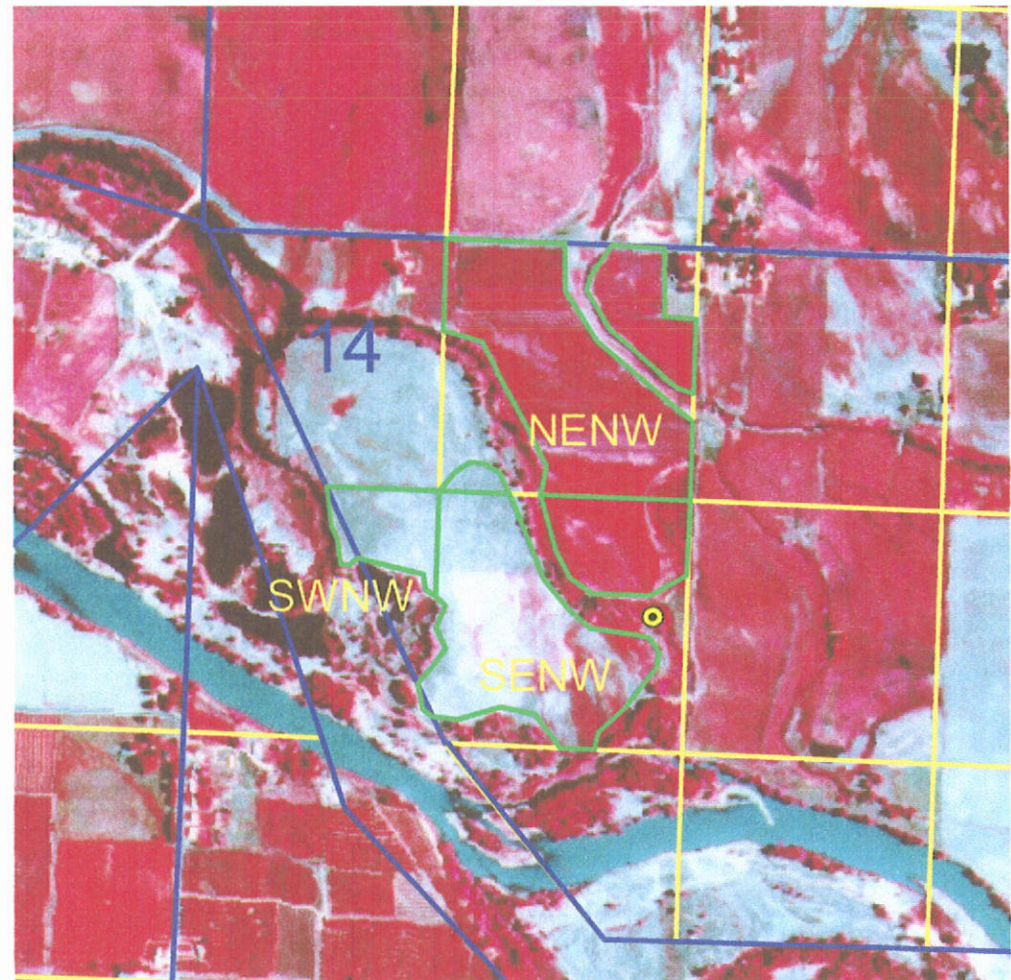
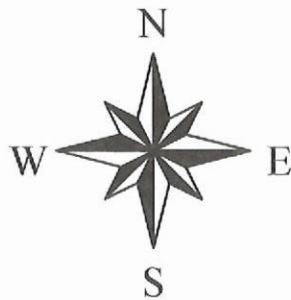
Claim Number: 65-04298

Legal: T08N, R05W, S14

Reviewed By:

Ron Howerton
Sr Water Agent

-  Point of Diversion
-  Place of Use
-  Section Lines
-  Quarter Quarter Lines



1987 Napp Photo

0 0.25 0.5 0.75 Miles



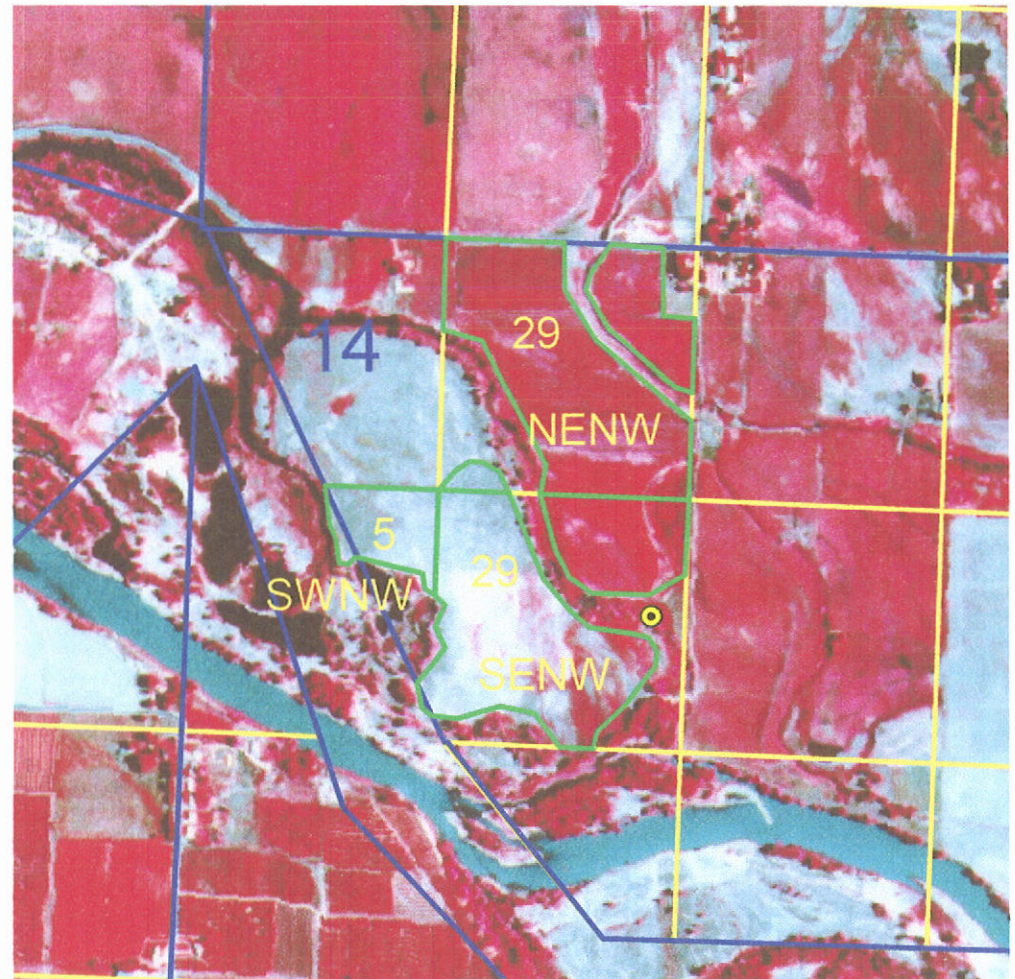
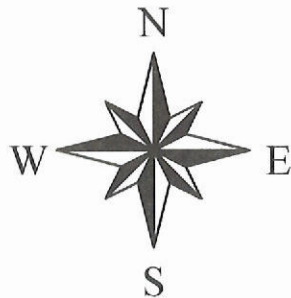
Idaho Department of Water Resources

Claim Number: 65-04298

Legal: T08N, R05W, S14

Reviewed By:

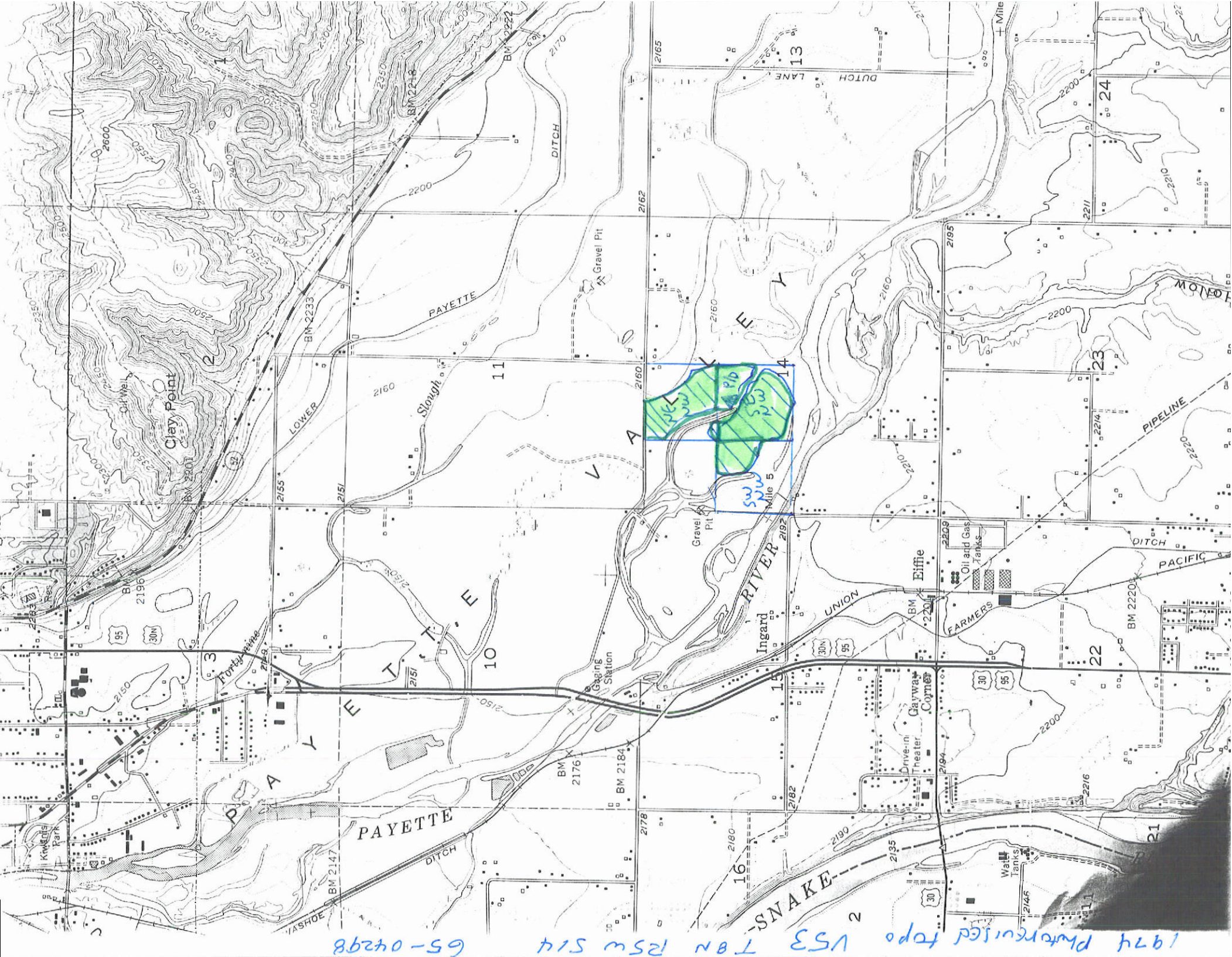
-  Point of Diversion
-  Place of Use
-  Section Lines
-  Quarter Quarter Lines



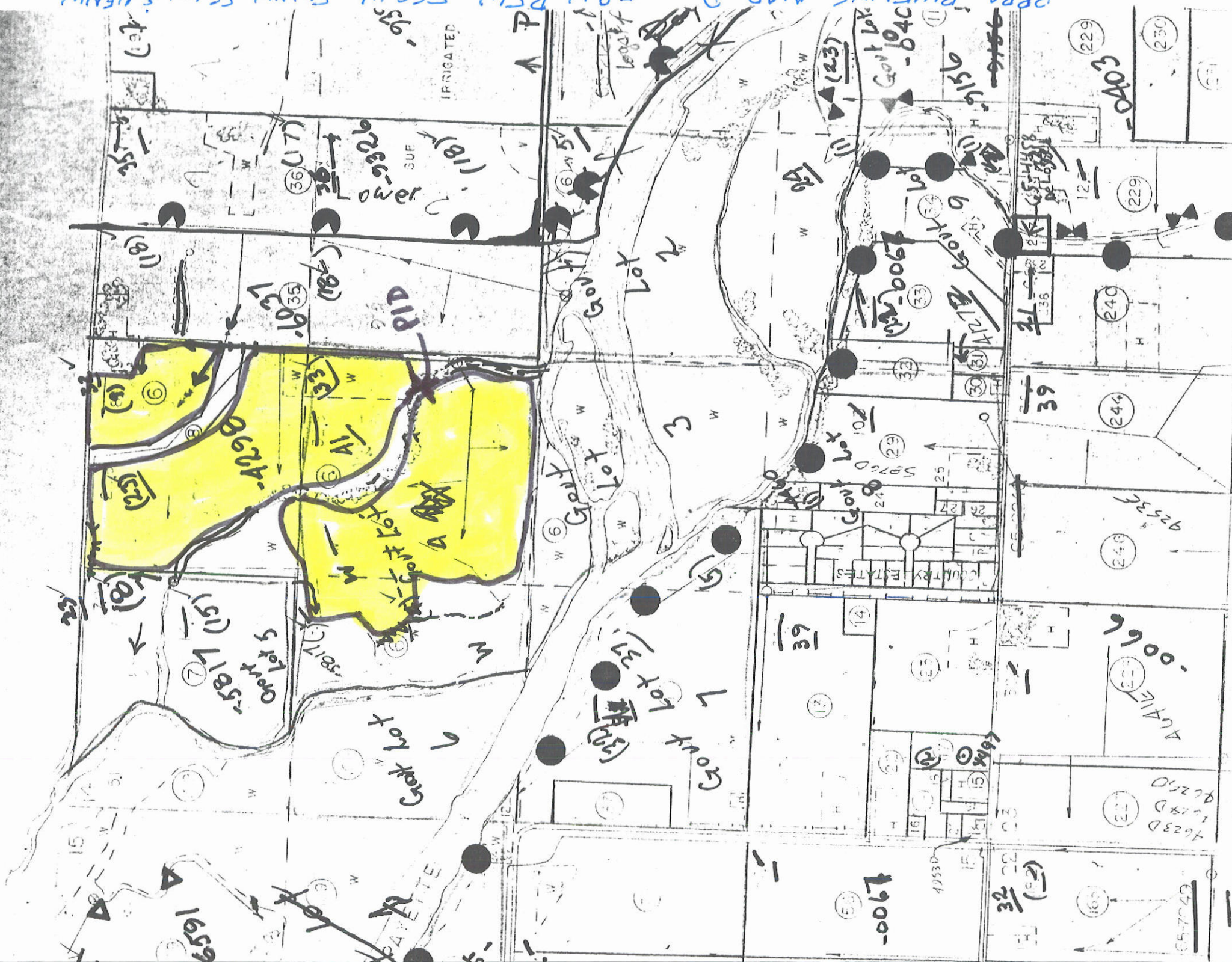
1987 Napp Photo

0 0.25 0.5 0.75 Miles

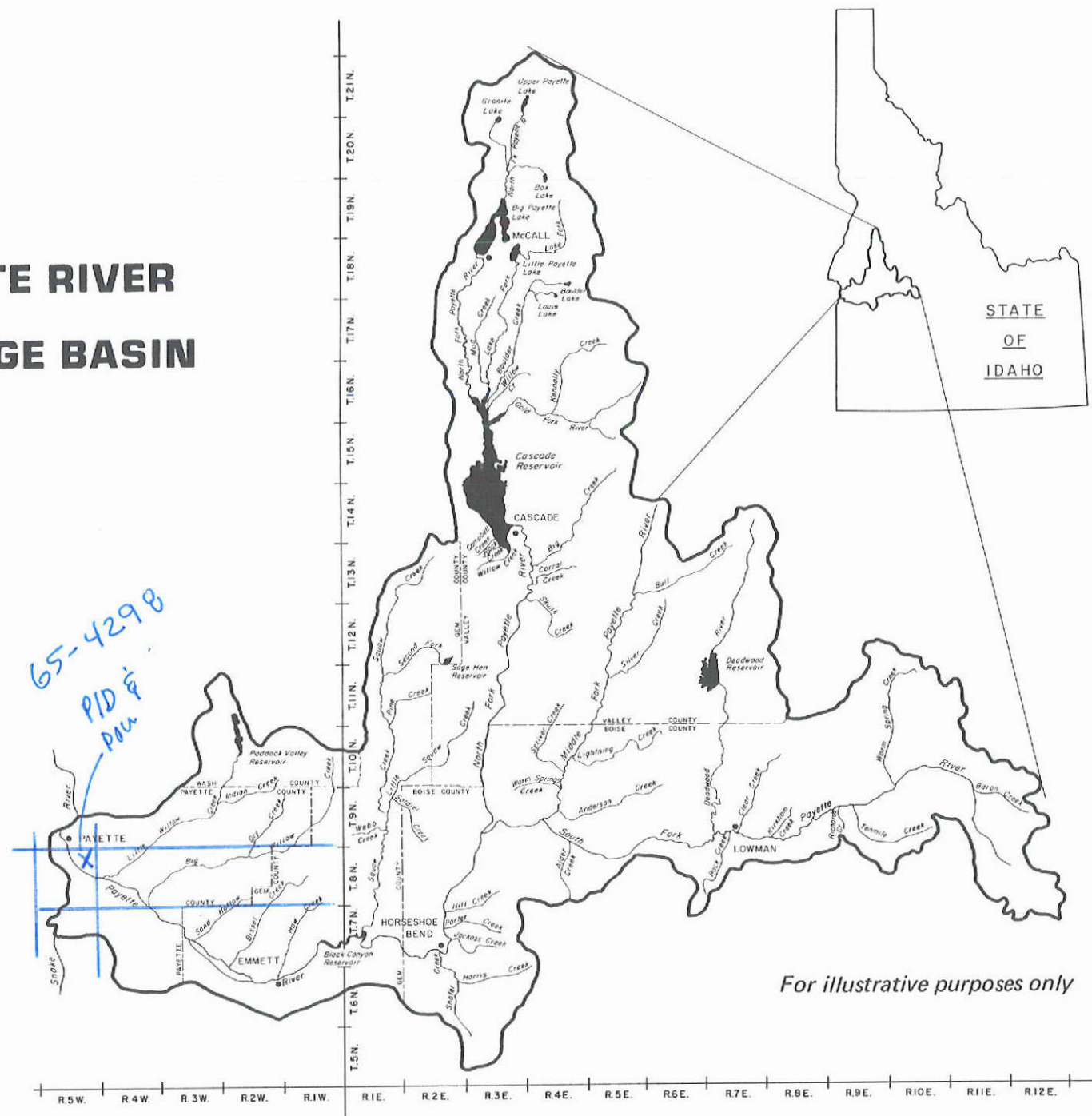
65-04298



PRRA BLUELINE MAP D T82 R5W SEC14 SW1/4, SW1/4 & VENUE



PAYETTE RIVER DRAINAGE BASIN



For illustrative purposes only

Figure 1.

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 65-4298
Date Received: 1/19/90
Receipt No: X999999
Received By:

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

1. Name of Claimant(s): TIM RAMBO
1661 INTERLACKEN WAY
MERIDIAN ID USA 83642

Phone:

T D ROCK INC
2139 KILLEBREW DR
PAYETTE ID USA 83661

Phone: (208) 642-3897

2. Date of Priority: 04/01/1925

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

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
08N	05W	14	SE NW 4	PAYETTE	

5. Description of diverting works:

PUMP, DITCHES, GRAVITY FLOW

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	1.26	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
08N	05W	14	NE NW		IRRIGATION	32
			SE NW	4	IRRIGATION	26
			SW NW	4	IRRIGATION	5
					Section Acres	63
					Total Acres	63

11. Place of use in counties: PAYETTE

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

13. Other Water Rights Used:

14. Remarks:

DECREE LISTED ENTIRE ACRES IN GOV'T LOT 4, BUT DID NOT BREAK DOWN 1/4'S IN SWNW PROBABLY BECAUSE DESCRIPTION INCLUDED ENTIRE ACRES LISTED IN GOV'T LOT 4, THEREFORE THE LEGAL WAS NOT CORRECTLY DESCRIBED BY OUR STANDARDS TODAY. THE ACREAGE HAS BEEN REDUCED FROM THE 69 ACRES ORIGINALLY SHOWN TO 63 ACRES.
Ownership change by DB 5/16/2001

15. Basis of Claim: Beneficial Use

RECEIVED

APR 12 2001

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
~~65-04298~~					
65-04298					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
 PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are 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(s) Mark & Hazel Mogensen
2247 Killebrew Dr. Payette, Id. 83661
4. New Owner/Claimant(s) ~~Donoho Rock~~ T.D. Rock Inc
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or CELL #1 741-5476
- New Mailing Address 2931 Killebrew Dr.
2139
- City, State and ZIP Code Payette, Id. 83611 AND/OR
- New Telephone Number () 208 642-3897 TIM RAMBO
1661 Interlaken Way
5. Date you acquired the property August 1, 1995 Meridian ID 83642

OK'D By
 TROY (T.D. Rock Inc)
 5-14-01

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) T. D. Rock Inc.
(include title if applicable) Tray Denaha, President

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____	Date _____	Fee _____
Receipted by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

0011-1

CONTRACT OF SALE

THIS CONTRACT Made this 1 day of August, 1995, by and between THE MOGENSEN FAMILY TRUST, UTA dated August 26, 1992, of which MARK GEARHARDT MOGENSEN and HAZEL MOGENSEN are the current trustees, hereinafter referred to as "Seller", and DONOHO ROCK, INC., an Idaho corporation, and TIM RAMBO a married man hereinafter referred to as "Purchaser."

WITNESSETH

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller for the price and on the terms and conditions set forth below, that certain real property situated in the County of Payette, State of Idaho, more fully described on the attached Exhibit "A" and incorporated herein as if set out in full.

This property consists of agricultural farm land, gravel beds, river frontage on the Payette River and on the island in the river with no outbuildings.

NOW, THEREFORE, it is more specifically agreed as follows:

Purchase Price: The aggregate purchase price which Purchaser agrees to pay Seller shall be the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000), which sum shall be paid in the following manner:

I. ONE THOUSAND DOLLARS (\$1,000.00) earnest money paid prior to the execution of this agreement the receipt of which is hereby acknowledged.

II. FIFTY-NINE THOUSAND DOLLARS (\$59,000.00) on the execution of this Contract, the receipt of which is hereby acknowledged. In consideration for this down-payment, Seller agrees to release a 30 acre parcel of land free and clear as hereinafter set forth.

III. The balance of ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000) shall

accrue interest at the rate of 9 percent (9%) per annum and shall be due and payable in monthly installments, including interest, as follows:

A. Interest shall commence and accrue beginning on the date of closing of this Contract and shall accrue until the balance is paid in full.

B. Payments shall be applied first to interest and then to principal.

C. ONE THOUSAND NINE HUNDRED FORTY-NINE DOLLARS AND 23/100 (\$1,949.23) shall be paid on the 15th of August, 1995, and a like payment each month for the remainder of 1995.

D. ONE THOUSAND NINE HUNDRED FORTY-NINE DOLLARS AND 23/100 (\$1,949.23), including interest, shall be paid on the 15th of any nine months of each year thereafter (excepting 1995) until the contract balance is paid in full, including interest. Purchaser has the right to determine which nine out of each twelve months the payments shall be made.

Purchaser shall have the right and privilege to make any and all payments in advance of the respective due date without suffering any penalty or disadvantage whatsoever as long as such payments do not exceed when taken together \$40,000 in any one calendar year.

All payments to Seller hereunder shall be made directly to Land Title Insurance & Escrow Company, Inc., Payette, Idaho, who shall act as the escrow holder. Each of the parties shall pay one-half of the escrow fees.

Closing:

(a) The closing of this transaction and the delivery of all of the executed documents and the instruments contemplated by the parties shall take place at Land Title Insurance & Escrow Company, Inc., Payette, Idaho, who shall be the "closing agent" on or about the 15th day of August, 1995, or such later date as the parties hereto may mutually agree to in

writing, which said date shall be the "closing date".

(b) On or before the closing date, Seller shall deposit with the closing agent the following executed documents:

- (1) A warranty deed, properly executed by the Sellers as grantor and acknowledged, conveying to Purchaser, the balance of the real property being purchased under this Contract as described by the Edwards Engineers survey, and attached as Exhibit "A". *T.D. 7-2A-95*
- (2) A warranty deed conveying 30 acres of property found in Government ~~Lot 4~~ *7-29-95*
MEH
H.M.
~~and part of~~ lot 4 as set out in the legal description in Exhibit "B", properly executed by the Seller as grantor and acknowledged, conveying to Purchasers said approximately 30 acres free and clear of any encumbrances or retained mortgage or lien under this Contract. Included in this conveyance shall be an easement providing the Purchaser with ingress and egress to the 30 acres over other lands sold by Seller.

(3) A properly executed note and mortgage to be executed by the Purchaser providing security for Seller.

(4) Any other documents or instruments required herein to complete the transaction including documents to convey any water rights, ditch rights and appurtenances to the property, including a quit claim deed for all interest Seller has in the riverbed, accretion lands and disputed boundaries as described in Exhibit "C".

(c) On or before the closing date, Purchaser shall deposit with the closing agent the following executed documents:

(1) The sum specified in paragraph purchase price above either in cash or check made payable to the closing agent.

(2) Any other documents or instruments required by this contract to completely

close this transaction.

(d) On or before the closing date, the parties hereto shall deposit with the closing agent the following executed documents:

(1) The original or an executed copy of this Contract.

(2) Such closing instructions and closing statement as shall be required by the closing agent to effect the closing of this transaction.

(3) Any other documents or instruments required to completely close the transaction and effect the agreements contained in this Contract.

(e) The cost of closing shall be shared equally by the parties hereto.

(f) Any items to be prorated shall be prorated as of the date of closing.

Taxes and Assessments: All taxes, liens and assessments associated with the Property shall be prorated as of the date of closing, Seller paying all taxes prior to closing date, and Purchaser paying all taxes associated with the property from the date of closing forward. Purchaser agrees to pay, when due, all taxes, liens and assessments thereafter levied against the property.

Title Insurance: Upon the execution of this Contract, Seller shall, within a reasonable time, not to exceed 90 days, obtain at his own expense a policy of title insurance insuring the title of said real property for the sum of \$200,000 subject only to the standard exceptions contained in such title insurance policy, prorated tax assessments as of the date of final payoff and any easements, rights-of-way of public record and general exceptions as contained in a title policy. Should there appear any clouds or encumbrances on the property, the Seller shall be fully responsible to see that all of those are removed insuring free and clear title of the property in the Buyers.

Survey of Property: The parties specifically understand that the Seller has had the property surveyed, the Seller has had the opportunity to carefully review and ask any questions and understands the legal boundaries of the property as set out on the Edwards Engineering Survey dated the 12th day of January, 1994, and the Purchaser understands and hereby agrees to accept the property in its "AS IS" condition recognizing that the legal boundaries and the fence boundaries presently surrounding the property are at variance with each other. In particular, Purchaser understands and recognizes and accepts the property AS IS, including, but not limited to the following circumstances:

1. Riverbed. Seller has legal title to the property under the riverbed of the Payette River to the south bank of the Payette River, which lies on the southern part of the property being purchased, and Seller is conveying and transferring those rights to Purchaser with Purchaser understanding that because of state and federal law, actual riverbeds are claimed to be owned by the State of Idaho and the federal government.

2. Island. Part of the land being conveyed to Purchaser is located on an island in the Payette River with no actual access other than through the riverbed, and Purchaser agrees and acknowledges to accept said property AS IS.

3. High Water Mark And River Easement. The Purchaser further acknowledges that the State of Idaho is willing to convey to Seller and/or to Purchaser certain accretion land lying on the southwesterly side of the above-described property as the above released 30 acres in exchange for a 25 foot easement along the riverbank and any interest that Purchaser has in the riverbed. These issues have been discussed, reviewed and explained to Purchaser's satisfaction, and Purchaser accepts the property with the option to deal with the State of Idaho at his own discretion and accepts the property in its AS IS status.

4. Accretion Land. The parties specifically understand that the boundary fence lying within Lot 4 and the area lying south and west of Lot 3 and east of Lot 6 as reflected on the surveyors map, above-referenced, is state accretion land, and the fence boundaries are located partially on this accretion land and partially on land owned by the legal owner of Lot 6 and is not the true boundary of the property. The Purchaser acknowledges that the true boundary of the property is as designated on the survey map above-referenced and agrees to take the property in its AS IS condition.

The parties hereto specifically agree that the above-referenced survey of Edwards Engineers dated January 12, 1994, as Job No. SI 17293 is incorporated by reference setting out the boundaries, the discrepancies between the legal boundaries and the fence boundaries and Purchaser acknowledges these discrepancies and agrees to hold Seller harmless for any such discrepancies in the boundaries and acknowledges that Seller agrees to convey all rights that Seller may have without any warranties or representations to any of the accretion land, the river bed, the boundaries discrepancy property and Purchaser agrees to hold Seller harmless for these discrepancies and take the property AS IS with the right to deal with these discrepancies at his own choosing.

5. Water and Ditch Rights. Seller hereby conveys to Purchaser all water, ditch, pump and irrigation rights appurtenant to the above property. Purchaser hereby agrees to maintain the ditches, the pumping systems and the water rights on the property. Purchaser further specifically agrees to maintain the ditches around the homestead being retained by the Sellers so the water does not flood or seep onto Sellers homestead retained property.

6. Independent Access. The Purchasers agree that they shall establish, maintain and use a separate independent access to the real property being sold as they obtain and receive no

right from the Seller to use Seller's established access through the property being retained by the Seller.

7. Seller Retaining Homestead and Real Property. The parties hereto specifically acknowledge that Seller is retaining his original homestead, access road, yard, barns, outbuildings and real property along with any appurtenant water rights associated therewith as his dwelling place. The parties acknowledge that the retainage has not been surveyed but has been staked, measured and marked out by the parties to each of their satisfaction.

Release of Thirty Acre Parcel: As above indicated, Seller is executing the documentation to convey to Rambo 30 acres located in ^{Q.M. TO 7-29-95 MDEM} ~~4 Sec 4~~ ^{TR 7-29-95} totalling 30 acres more or less and the parties acknowledge that this property is being conveyed by Seller directly and simultaneously with the execution of sale to Purchaser. Purchaser agrees to clarify, represent and convey to Rambo only those rights that Seller is conveying to Purchaser and hold Seller harmless for any claimed discrepancies in the boundaries and ownership of that property from said third party. The legal description to this 30 acres is according to the Edwards engineers survey above-referenced.

Mineral Rights: The parties specifically understand and acknowledge that the Seller is conveying to the Purchaser all mineral rights they own and that are vested in them in the property. Seller, however, makes no representations as to those mineral rights or what they consist of. The parties further acknowledge that the Purchaser intends to attempt to obtain zoning clearance for the right to mine gravel out of the property. Seller agrees not to oppose Purchaser's efforts to obtain zoning approval or permits to accomplish this or to remove the mined gravel. The parties further acknowledge that this Contract is not conditioned upon Purchaser obtaining such rights.

Possession: Seller shall be entitled to retain possession of the Property until the closing date. Thereafter, Purchaser shall have the right to the possession of the Property so long as Purchaser shall perform all of the terms, covenants and conditions of this Contract, and on condition that title to the Property is retained by Seller and shall remain in Seller, and that no legal or equitable title to the same, or any part thereof, shall pass to Purchaser until Purchaser has fully performed all of the terms, covenants and conditions of this Contract, which consent shall not be arbitrarily or unreasonably withheld. Seller will not materially alter the premises being sold or conveyed herein prior to closing. Whether such material change has been made is solely to be decided by Purchaser.

Repairs and Maintenance of Property: Purchaser shall keep and maintain the Property in good condition and repair, reasonable and normal wear and tear excepted. Such repairs and maintenance shall be done by Purchaser at his own expense and Seller shall have no liability for said work and materials with the understanding that the purchasers may be involved in mining and extracting gravel from the property.

Indemnification: Purchaser shall indemnify and defend Seller from any claim, loss or liability arising out of or related to any activity of Purchaser on the Property, or any condition of the Property. Purchaser shall further maintain liability insurance on the property for the life of the contract.

Liens and Encumbrances: Purchaser shall have no power or authority to incur any indebtedness that might be or could become a lien or encumbrance on the Property which would adversely affect Seller's security.

Representations, Warranties and Disclaimer: PURCHASER ACKNOWLEDGES AND AGREES THAT HE HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER

MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO PURCHASER, EXCEPT AS TO TITLE AS CONTAINED IN THE TITLE CAUSE IN THIS CONTRACT.

Purchaser acknowledges that Seller and Seller's agents have made no representations of any material fact concerning the Property; that Purchaser has had adequate opportunity to inspect and investigate the Property; that Purchaser has made a thorough independent examination and inspection of the Property and are relying solely upon their own examination and inspection thereof; and, that Purchaser is acquiring the Property "AS IS". Purchaser further acknowledges that Seller has reviewed, provided a copy of the survey for Purchaser, has enumerated the discrepancies set forth above in this Contract, and Purchaser acknowledges having an understanding of the description problems and takes the property in its "AS IS" condition with the specific understanding that Seller is conveying to Purchaser all of the rights that he may have in those areas of discrepancy, the accretion land and the river bottom as enumerated above and absolute title to the property described in the survey.

Default by Purchaser - Note and Mortgage: Purchaser acknowledges that their remedies in the event of default are controlled and governed by the terms and conditions of this Contract, a separate note dealing with the price and terms of payment and the conditions of the Mortgage executed by the parties.

Survival of Covenants: All covenants and conditions in this Contract are intended to survive the delivery by Seller and acceptance of the Deed by Purchaser.

Sale or Assignment by Purchaser: The sale of the Property and the granting of credit by Seller is personal to Purchaser. In making the sale Seller has relied on Purchaser's credit, Purchaser's interest in the Property and intended use thereof, and financial market conditions at the time this Contract is made. Based upon these considerations, and others, the parties agree that

during the term of this Contract, Purchaser shall not be entitled to sell, or convey the Property or any part thereof or any equitable interest therein, nor shall Purchaser be entitled to assign this Contract or any right, title or interest of Purchaser therein, unless and until Purchaser obtains the express written consent of Seller. Consent will not be unreasonably denied.

Notices: Any notice under this Contract shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties at the addresses listed below, or such other addresses as either party may designate by written notice to the other:

If to Seller: Mogensen Family Trust
 % Mark Gearhardt Mogensen
 Hazel Mogensen
 2247 Killebrew Drive
 Payette, ID 83661

If to Purchaser: Donoho Rock, Inc.
 c/o Troy Donoho
 1574 1st St.
 Payette, ID 83661

 Tim Rambo
 1661 Interlacken Way
 Meridian, ID 83642

Waiver: Failure of Seller at any time to require performance of any provision of this Contract shall not limit right of Seller to enforce the provision, nor shall any waiver by Seller of any breach of that provision or a waiver of that provision itself, or any other provision in this Contract.

Costs and Attorney Fees: In the event suit or action is instituted to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party such

sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

Successor Interest: This Contract shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives and assigns.

Prior Agreements: This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned.

Attorney Drafting Contract: It is understood by all parties hereto that the attorney drafting this contract represents the Seller. Purchaser acknowledges that they are free to seek their own counsel to review this Contract.

JLD 7-28-95 7-29-95 R.H.M. MEM TO 8-1-95
~~Fees: Seller and Purchaser shall split one-half each all fees, costs and expenses, incurred in the preparation of this Contract, Deeds and closing, with exception that the Seller shall pay all costs of the title policy.~~

Modifications: No modifications or amendments to this Contract shall be effective unless in writing and signed by the parties.

Severance and Validity: In the event any provision of this Contract or any part thereof shall be determined by any court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or parts thereof, shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby, it being agreed that such remaining provisions shall be construed in a manner most closely approximating the parties with respect to the invalid, void or unenforceable provisions or part thereof.

Captions to Paragraphs: The captions to the paragraphs of this Contract are for

convenience only and shall not be deemed to enlarge, diminish, explain or in any manner affect the meaning of such paragraphs.

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate on the day and year first above written.

THE MOGENSEN FAMILY TRUST

By: Mark Gearhardt Mogensen
MARK GEARHARDT MOGENSEN

By: Hazel Mogensen
HAZEL MOGENSEN

"SELLERS"

DONOHO ROCK, INC.

By: Troy M. Donoho
TROY M. DONOHO, President

Tim Rambo
TIM RAMBO

"PURCHASERS"

STATE OF IDAHO)

:SS

COUNTY OF WASHINGTON)

On this 1st day of August, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK GEARHARDT MOGENSEN and HAZEL MOGENSEN, Trustees of THE MOGENSEN FAMILY TRUST U/T/A dated August 26, 1992, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same as such Trustees on behalf of said Trust

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



Sheryl Miller
Notary Public for said State
Residing at Payette
My Commission Expires 3-3-2000

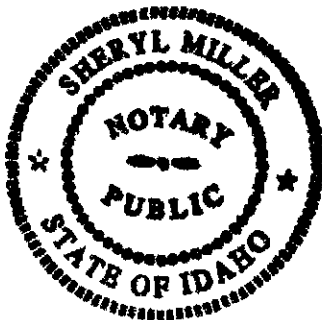
STATE OF IDAHO)

:SS

COUNTY OF WASHINGTON)

On this 1st day of August, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared TROY M. DONOHO, known to me to be the President of DONOHO ROCK, INC., an Idaho corporation, and acknowledged to me that he executed the foregoing instrument in his capacity as President of said corporation.

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



Sheryl Miller
Notary Public for Idaho
Residing at Payette
My Commission Expires 3-3-2000

STATE OF IDAHO)
)
COUNTY OF Canyon)
 :ss

On this 31 day of July, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared TIM RAMBO known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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

Bert R/H
Notary Public for Idaho
Residing at Nampa, ID
My Commission Expires 8/5/95

EXHIBIT "A"

Land in Twp. 8 N. R. 5 W., B.M., Payette County, Idaho:

In Sec. 14: All of Government Lots 2, 3 and the East 575.00 feet of Lot 4;

EXCEPTING THEREFROM that portion of Government Lots 2 and 3 and the East 575.00 feet of Lot 4 lying South of the North meander line of the Payette River;

ALSO,

NE $\frac{1}{4}$ NW $\frac{1}{4}$; EXCEPTING THEREFROM the following described parcel of land:

Beginning at the Northeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$;

thence West along the North side line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$, 220 feet;

thence South parallel to the East side line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$, 359 feet;

thence East parallel to said North side line, 220 feet to said East side line;

thence North along said East side line, 359 feet to the point of beginning;

FURTHER EXCEPTING THEREFROM a parcel of land situated in Government Lot 2, more particularly described as follows:

Commencing at the Northwest corner of said Lot;

thence S. 89°05'39" E. and coincident with the North line of said Lot, 9.01 feet to the TRUE POINT OF BEGINNING;

thence continuing S. 89°05'39" E. and coincident with said North line 649.75 feet to a point on the North line of Government Lot 2 being common with the Southeast corner of the W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 14;

thence S. 01°09'15" W. and parallel with the East boundary line of said Lot, 24.79 feet to a point on an existing fence line;

thence S. 89°23'13" W. and coincident with said fence line, 484.35 feet;

thence N. 79°28'03" W. and coincident with said fence line, 167.98 feet;

thence N. 01°52'00" E. and coincident with said fence line, 9.54 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH an easement for ingress and egress over and across the South 25 feet of Government Lot 4 EXCEPTING the East 575.00 feet.

MEM

H.M.

T.O.

TR

ALSO,

Land in Twp. 8 N. R. 5 W., B.M., Payette County, Idaho:

In Sec. 14: A parcel of land situated in the W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$, more particularly described as follows:

Commencing at the Northwest corner of the NE $\frac{1}{4}$ of said Sec.;

thence S. 01°13'54" W. and coincident with the center section line of said Sec., 421.43 feet to the TRUE POINT OF BEGINNING;

thence continuing S. 01°13'54" W. and coincident with said section center line 2159.66 feet to the Northwest corner of Government Lot 2, said Sec.;

EXHIBIT "A" - PAGE 2

thence S. 89°05'39" E. and coincident with the North boundary line of said Lot 9.01 feet to a point on an existing fence line;
thence N. 01°52'00" E. and coincident with said fence line 137.40 feet;
thence N. 09°25'55" E. and coincident with said fence line 234.15 feet;
thence N. 12°45'41" W. and coincident with said fence line 144.99 feet;
thence N. 00°48'35" E. and coincident with said fence line 407.25 feet;
thence N. 01°04'21" E. and coincident with said fence line 729.92 feet;
thence N. 00°48'08" E. and coincident with said fence line 512.63 feet to the TRUE POINT OF BEGINNING.

AND ALSO,

Land in Twp. 8 N. R. 5 W., B.M., Payette County, Idaho:

In Sec. 14: A parcel of land, more particularly described as follows:

Commencing at the Northwest corner of Government Lot 2;

thence S. 01°13'54" W. 195.41 feet to a point on the High Water Level of an Island and the TRUE POINT OF BEGINNING;

thence N. 22°21'06" W. 0.58 feet;
thence N. 55°34'08" W. 36.42 feet;
thence S. 86°40'15" W. 47.47 feet;
thence S. 63°01'58" W. 102.07 feet;
thence N. 72°28'50" W. 86.08 feet;
thence N. 76°54'40" W. 190.12 feet;
thence S. 78°13'58" W. 70.46 feet;
thence S. 68°03'24" W. 65.65 feet;
thence S. 26°51'59" W. 61.99 feet;
thence S. 40°58'44" W. 115.24 feet;
thence S. 71°06'39" W. 108.77 feet;
thence S. 25°54'58" E. 67.99 feet;
thence N. 81°32'24" W. 108.49 feet;
thence S. 80°28'09" E. 132.26 feet;
thence N. 76°23'29" E. 69.00 feet;
thence N. 71°11'17" E. 179.62 feet;
thence N. 72°55'34" E. 187.57 feet;
thence N. 70°52'29" E. 125.03 feet;
thence N. 22°21'06" W. 78.15 feet to the TRUE POINT OF BEGINNING.

PARCELS OF LAND SITUATED IN SECTION 14, TOWNSHIP 8 NORTH, RANGE 5 WEST, BOISE MERIDIAN, COUNTY OF PAYETTE, STATE OF IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

GOVERNMENT LOT 3 LYING NORTHERLY OF THE NORTHERLY MEANDER LINE OF THE PAYETTE RIVER; AND

GOVERNMENT LOT 4 EXCEPTING THEREFROM THE EAST 575.00 FEET;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 20 FEET OF THE NE1/4NW1/4.

WGM

A.M.

T.D.
TOR

EXHIBIT "C"

Land in Twp. 8 N. R. 5 W., B.M., Payette County, Idaho:

In Sec. 14: All of Government Lots 2, 3 and the East 575.00 feet
of Lot 4, lying South of the North boundary of the
Payette River.

MEM

A.M.

T.D.
TR

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: A65-04298
Date Received: 1/19/1990
Receipt No: X999999
Received By: Rich

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: MARK MOGENSEN 208-642-2041
Address: 2247 KILLEBREW RD.
PAYETTE, ID 83661

OR

Name: HAZEL MOGENSEN 208-642-2041
Address: 2247 KILLEBREW RD.
PAYETTE, ID 83661

2. Date of Priority: APR 01, 1925

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
08N	05W	14	SE	NW		4	PAYETTE

5. Description of diverting works:
PUMP, DITCHES, GRAVITY FLOW

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.260		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
08N	05W	14	NE	NW		IRR	32.0
			SW	NW	4	IRR	5.0
			SE	NW	4	IRR	26.0
						Section Acres	63.0
						Total Acres	63.0

11. Place of use in counties: PAYETTE

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

13. Other Water Rights Used:
A65-04297

14. Remarks:
DECREE LISTED ENTIRE ACRES IN GOV'T LOT 4, BUT DID NOT BREAK
DOWN 1/4'S IN SWNW PROBABLY BECAUSE DESCRIPTION INCLUDED
ENTIRE ACRES LISTED IN GOV'T LOT 4, THEREFORE THE LEGAL WAS
NOT CORRECTLY DESCRIBED BY OUR STANDARDS TODAY. THE ACREAGE
HAS BEEN REDUCED FROM THE 69 ACRES ORIGINALLY SHOWN TO 63 ACRES.

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

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Mark Mergenson Date: 1-19-90

Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 19th day
of JAN 19 90 Ron Howerton
Notary Public

Seal

Residing at Ron Howerton
Residing at Boise, Idaho
My Commission Expires December 8, 1994

Water Right Number - 65-04298

Adj. Flag Translation: Standard Water Right Number

Old (D) Number -

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

*** C - CURRENT OWNER ***

MOGENSEN

MARK

1 - STAR ROUTE

2 -

3 -

City- PAYETTE

State- ID Zip- 83661

Phone -

1 - STAR ROUTE

2 -

3 -

City- PAYETTE

State- ID Zip- 83661

Phone -

MOGENSEN

HAZEL

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
04/01/1925 14 J - BENEFICIAL USE

+ - - - - Source - - - - - + + - - - - - Tributary - - - - - +
PAYETTE RIVER

+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County Stream Index (Blank if no Index Code)

08N 05W 14 4 (75) PAYETTE

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

01 - IRRIGATION 03/15 11/15 1.380

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
1.380

+ - - - - Place of Use - - - - - +
TwN Rng Sec Tract Lot Acres Code Description County

08N 05W 14 NE NW 32.0 01 IRRIGATION (75) PAYETTE
08N 05W 14 SE NW 37.0 01 IRRIGATION (75) PAYETTE

Total Acres:

69.0

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

$69 \times 1.26 \text{ cfs} = .02 \text{ (in cfs)}$

+ - - - - Remarks - - - - - +
SOURCE OUTSIDE PAYETTE RIVER DRAINAGE BASIN.

SEP 22 1992
MICROFILMED

Water right number - 65-04298 Adj. flag translation: Standard Water Right Number

+ - - - - Conditions of Approval - - - - -
No Conditions of Approval found.

+ - - - Decree Plaintiff - - - + + - - - Decree Defendant - - - + + - Decree Date - +
STATE OF IDAHO A & C CORP., ET AL. 01/21/1986

+ - - Audit Fields - 04/02/86 04/30/88 CONVERT 11/01/88 CURTIS

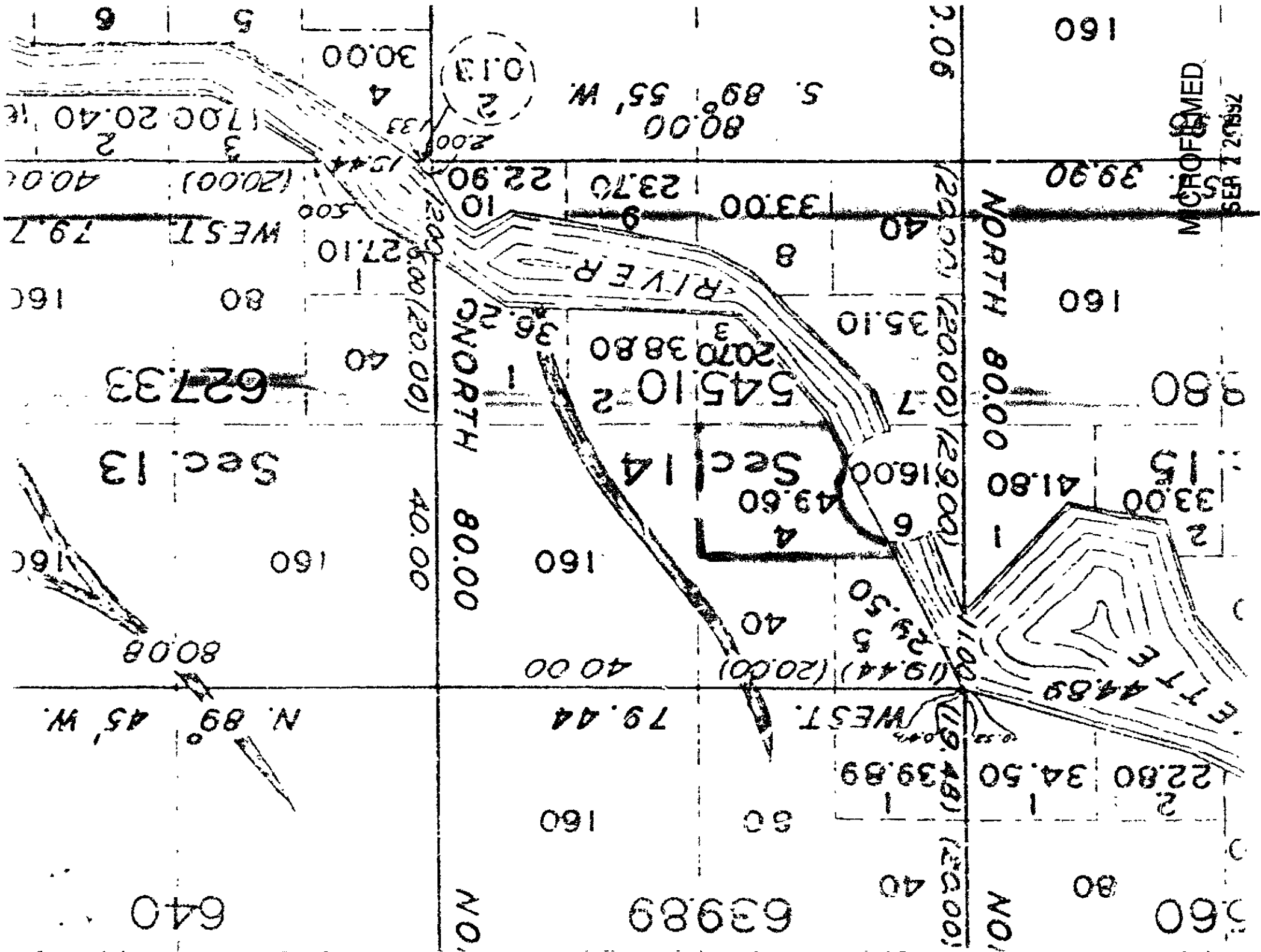
+ - - - - Water Rights Dates and Flags Area - - - - -

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	- 65
Licensed Date	- 00/00/0000	Appl Received	- 00/00/0000	Transfer/Amended	-
Decree Date	- 01/21/1986				

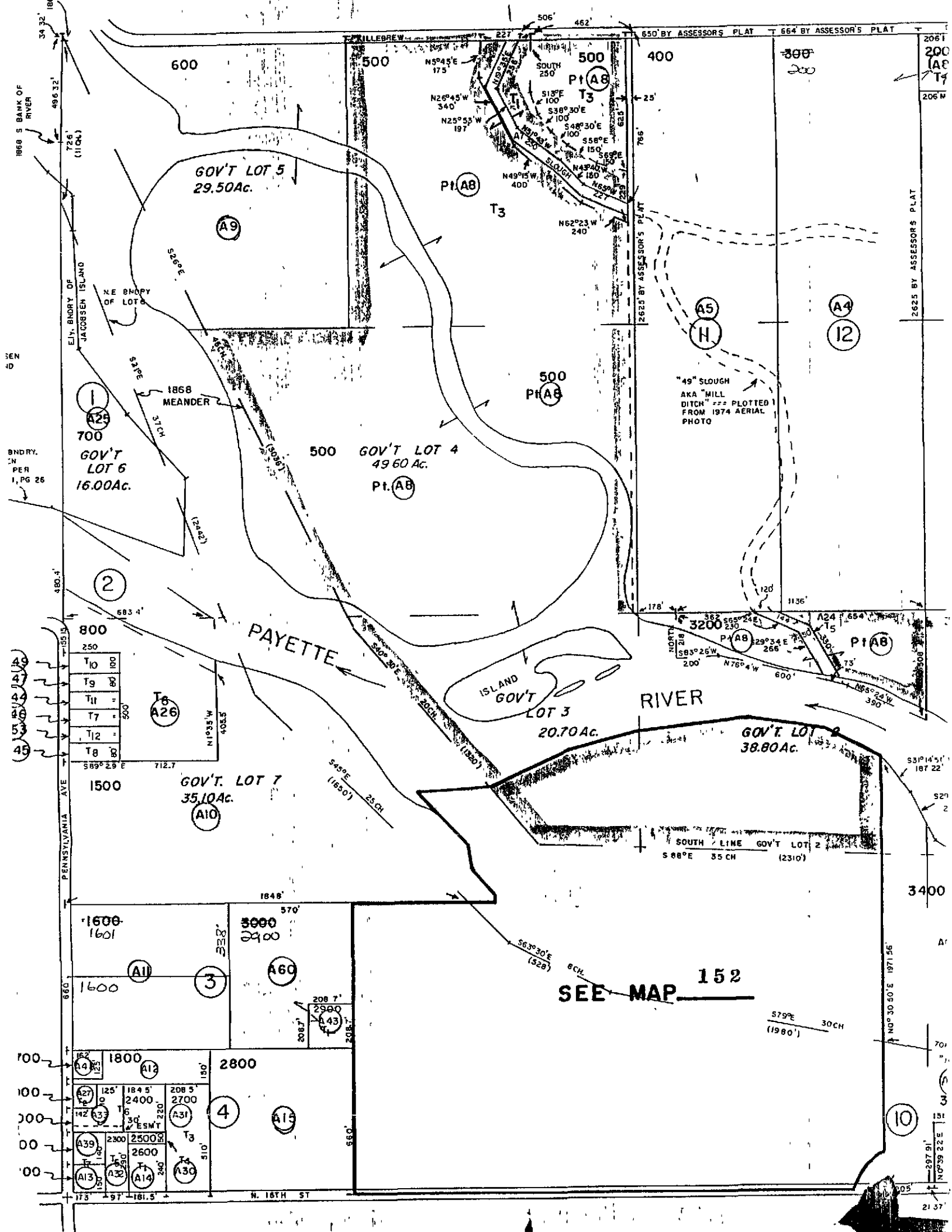
MICROFILMED

SEP 22 1992

SEP 2 2 1992



Scale 1" = 400'



05/16/2001

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-4298

NAME AND ADDRESS: TIM RAMBO
1661 INTERLACKEN WAY
MERIDIAN, ID 83642

T D ROCK INC
2139 KILLEBREW DR
PAYETTE, ID 83661

SOURCE: PAYETTE RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 1.26 CFS

PRIORITY DATE: 04/01/1925

POINT OF DIVERSION: T08N R05W S14 LOT 4 SENW Within PAYETTE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	3-15 11-15	1.26 CFS

PLACE OF USE:

<u>IRRIGATION Within PAYETTE County</u>				
T08N R05W S14	NENW	29	T08N R05W S14 LOT 4	SWNW 5
T08N R05W S14 LOT 4	SENW	29		

63 ACRES TOTAL

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

May 4, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Dear Basin 65 water user:

This letter is to inform you that you may be eligible to file a stockwater claim with the Idaho Department of Water Resources (IDWR) in connection with the Snake River Basin Adjudication (SRBA). IDWR is sending this letter to water users in Basin 65 who might have relied upon the non-irrigation season stockwater provision in the Payette Adjudication. This provision states:

"When stockwater is not a specifically mentioned use for a right that includes irrigation, a reasonable flow is implied and included for the watering of livestock during the non-irrigation season."

In another basin, the Idaho Supreme Court struck down general provisions that contained similar language. The non-irrigation season stockwater language quoted above was not included in the General Provisions for Basin 65 because of the Idaho Supreme Court's ruling.

IDWR recognizes that in reliance on the non-irrigation season stockwater language in the Payette Adjudication, water users might not have filed stockwater claims in the SRBA to cover the non-irrigation season period. Individuals who historically watered livestock during the non-irrigation season without a separate stockwater claim might desire to file a new stockwater claim with IDWR.

To be eligible for a new non-irrigation season stockwater claim:

1. You must have actually and historically watered livestock during the non-irrigation season without a separate stockwater right.
2. You must have filed a surface water irrigation claim in both the Payette Adjudication and the SRBA.
3. You must not have filed a stockwater claim with the surface water irrigation claim.

If you meet these three requirements, you may file a Notice of Claim form for stockwater with IDWR. To have a timely filing you must file this claim with IDWR by May 25, 2001. IDWR will waive filing fees for these stockwater claims if filed before this deadline. Failure to file your claim in a timely manner may prevent you from claiming it in the future. Notice of Claim forms are available on IDWR's website at www.idwr.state.id.us/info/water/srba/forms.htm or from any IDWR office. Claimants can call IDWR, Western Region at (208) 334-2190 to make an appointment if they need assistance filling out a Notice of Claim form.

Sincerely,

David R. Tuthill, Jr., P.E.
Adjudication Bureau Chief

11/27/2000

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-4298

NAME AND ADDRESS: HAZEL MOGENSEN
MARK MOGENSEN
2247 KILLEBREW RD
PAYETTE, ID 83661

SOURCE: PAYETTE RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 1.26 CFS

PRIORITY DATE: 04/01/1925

POINT OF DIVERSION: T08N R05W S14 LOT 4 SENW Within PAYETTE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	3-15 11-15	1.26 CFS

PLACE OF USE:

<u>IRRIGATION Within PAYETTE County</u>					
T08N R05W S14	NENW	29	T08N R05W S14	LOT 4	SWNW 5
T08N R05W S14	LOT 4 SENW	29			

63 ACRES TOTAL

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE
EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE
ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER
THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6),
IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

10:07:39
05/26/00
212

PAGE: 17
PROFILE REPORT

CLAIM NUMBER: A65-04298

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MARK MOGENSEN	04/01/1925	IRRIGATION	03-15 11-15	1.260 CFS	
C	HAZEL MOGENSEN					
TOTAL DIVERSION:					1.260 CFS	

Water Source: PAYETTE RIVER

Tributary to: SNAKE RIVER

Stage: BENEFICIAL USE

Point(s) of Diversion:

T08N R05W S14 Lot04(SENW) ✓

PAYETTE County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
08N	05W	14	:																	:	63.0
			:																	:	63.0
										TOTAL ACRES										:	63.0

Handwritten: 29, 29, 29

POU County: PAYETTE

Non-Irrigation Uses: NONE ✓

Other Rights: A65-04297 *See wtr*

Remarks: GEN DECREE LISTED ENTIRE ACRES IN GOV'T LOT 4, BUT DID NOT BREAK DOWN 1/4'S IN SWNW PROBABLY BECAUSE DESCRIPTION INCLUDED ENTIRE ACRES LISTED IN GOV'T LOT 4, THEREFORE THE LEGAL WAS NOT CORRECTLY DESCRIBED BY OUR STANDARDS TODAY. THE ACREAGE HAS BEEN REDUCED FROM THE 69 ACRES ORIGINALLY SHOWN TO 63 ACRES.

TO Comments

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number: 65

Field Inspection Flag:
Presumption Flag:

18

*OBJECTION IN PROB
WAS WITHDRAWN
WAS LEFT IN B/W STAGE.*

WR5809NP
No. 65-04298

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 01/04/00
PAGE: 10

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
P	MARK MOGENSEN 2247 KILLEBREW RD. PAYETTE ID 83661 (208) 642-2041	04/01/1925	IRRIGATION	03/15 11/15	1.380 CFS	1.380 CFS
TOTAL DIVERSION:					1.380 CFS	
C	MARK MOGENSEN					
C	HAZEL MOGENSEN STAR ROUTE PAYETTE ID 83661					

1.380 CFS
1.380 CFS
1.266 (AS CLAIMED)
OK

Water Source: PAYETTE RIVER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T08N R05W S14 Lot 04 (SENW)

PAYETTE County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				
T	R	S	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	SUM	
08N	05W	14	:	32	29		:	5	4		:	04-37	29		63	
TOTAL ACRES															63 ACRES	

Pou County: PAYETTE

Other Water Rights Listing Overlapping Place(s) of use:
65-05817

Remarks: GEN SOURCE OUTSIDE PAYETTE RIVER DRAINAGE BASIN.

Dates:	App. Received:	Priority Date:
	Proof Due Date:	04/01/1925
	Exam Made Date:	Proof Made Date:
	Licensed Date:	Exam Sent to S.O.:

Misc: Water District Number: 65 Field Exam Fee:

CLAIM CLARIFIED LOTS
to 1/4 1/4 TRACTS

DELETE (NOT CORRECT)
P5 INSIDE BCS - SEE PRRA MAP

- CLAIM BROKE DOWN LOTS INTO 1/4 1/4 TRACTS.
- CLAIMANT CLAIMED 63 ACRES OF POSSIBLE 69 @ 0.021 ACRE (SEE CLAIM)
- SEE MAPS ON CLAIM FILE SIDE

Idaho Department of Water Resources

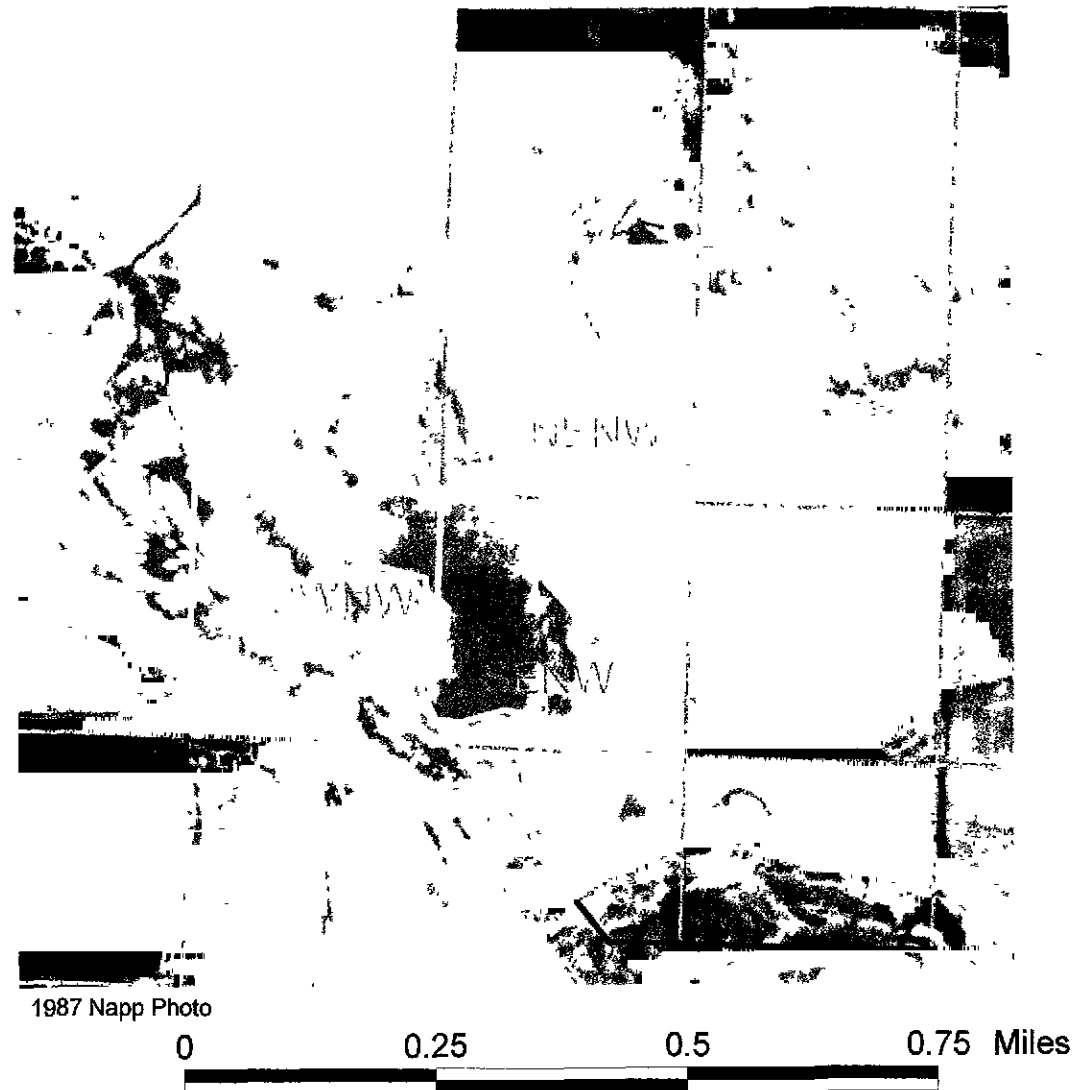
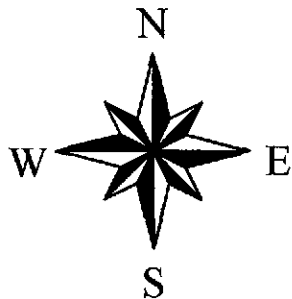
Claim Number: 65-04298

Legal: T08N, R05W, S14

Reviewed By:

Ron Howerton
Sr. Water Analyst

- ⊙ Point of Diversion
- ▭ Place of Use
- ▭ Section Lines
- ▭ Quarter Quarter Lines

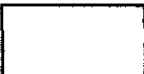


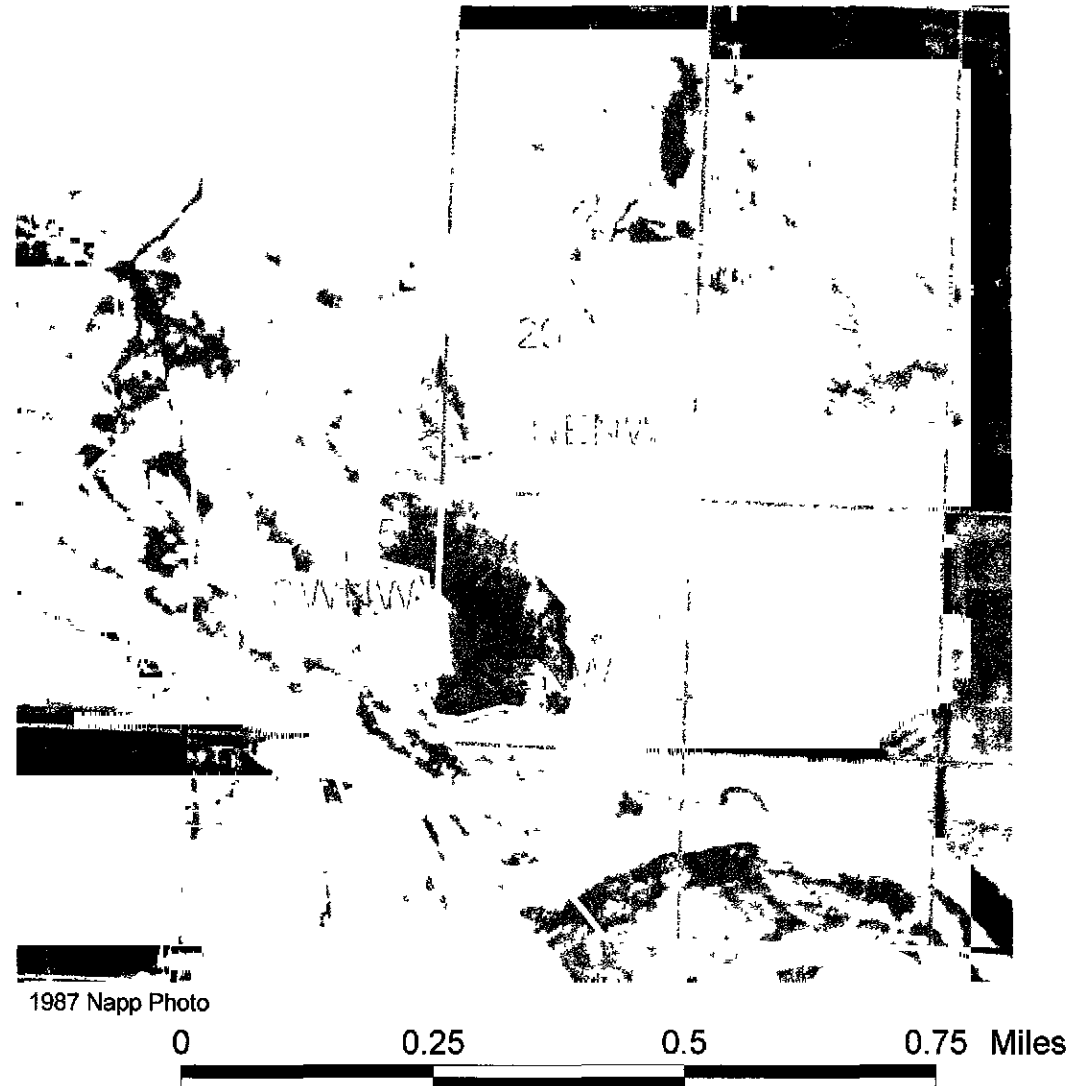
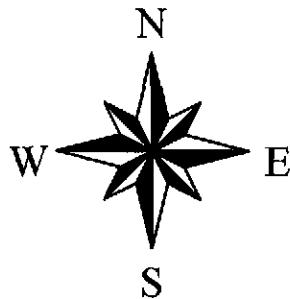
Idaho Department of Water Resources

Claim Number: 65-04298

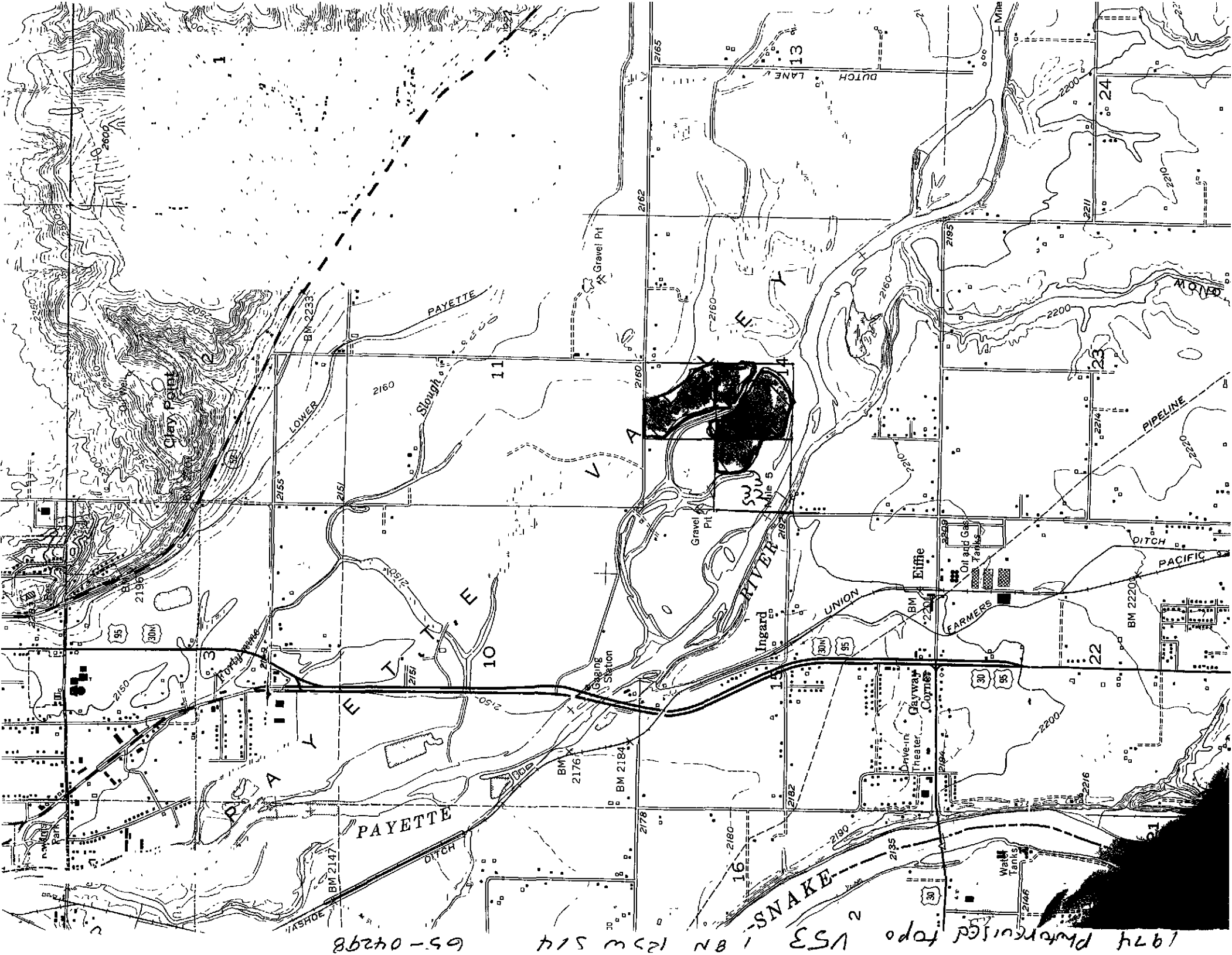
Legal: T08N, R05W, S14

Reviewed By:

- ⊙ Point of Diversion
-  Place of Use
-  Section Lines
-  Quarter Quarter Lines



1974 Photomerged topo VS3 1 BN 125 W 514 65-04298



PAYETTE RIVER DRAINAGE BASIN

65-4298
RID &
Paw

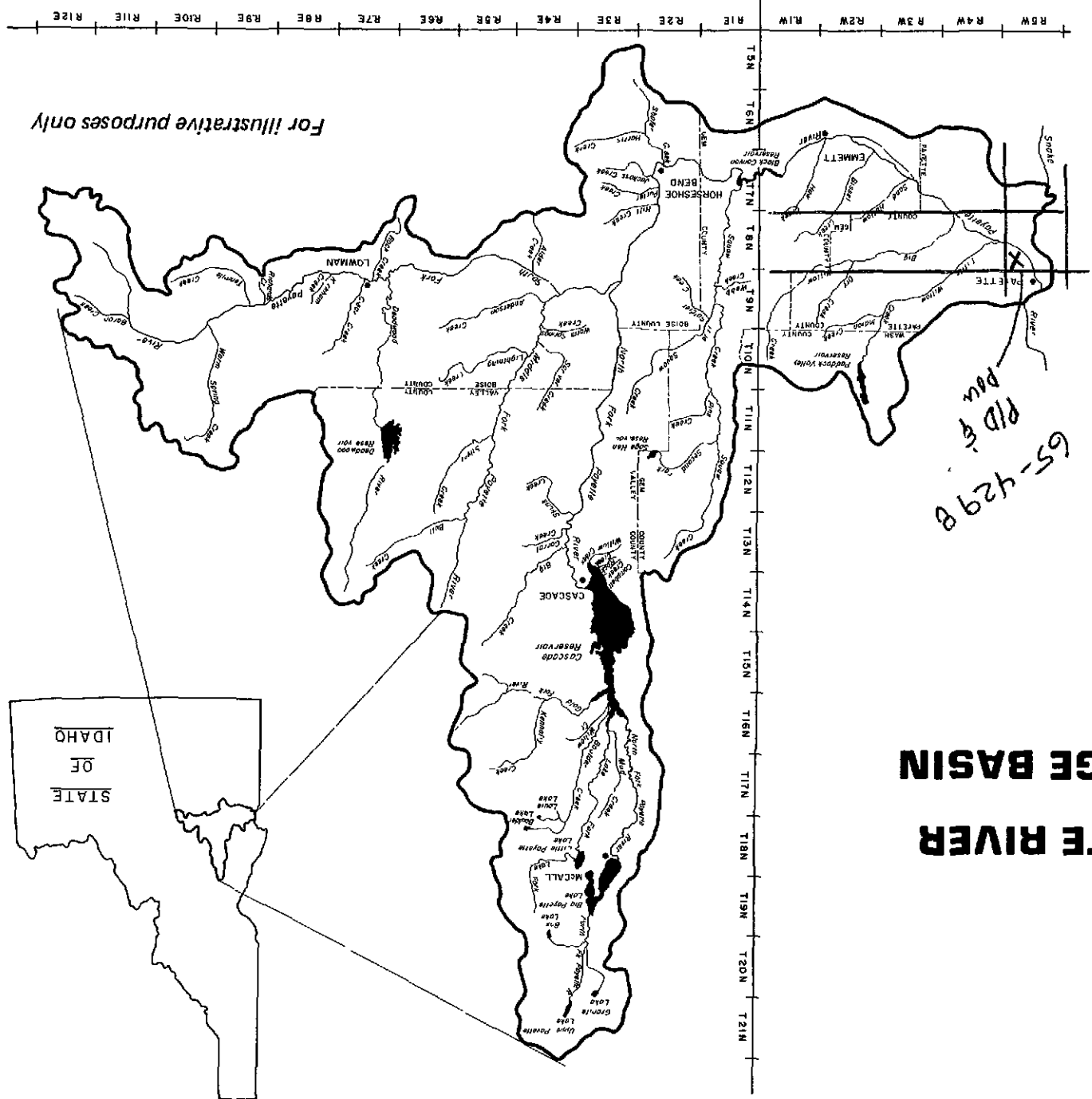


Figure 1.

For illustrative purposes only

MAR 02, 1979

PROPOSED FINDING OF WATER RIGHTS - PAYETTE RIVER DRAINAGE

PAGE 269

INDICATES TOTAL

SOURCE: PAYETTE RIVER

RIGHT NUMBER	NAME AND ADDRESS	PRIORITY DATE	USE	USE PERIOD FROM TC	MAX AMOUNT MAX RATE	DIVERSION POINT	PLACE OF USE AND ACREAGE	BASIS FOR RIGHT
65-10886	HORSESHOE BEND SCHOOL DISTRICT #73 BOX 116, HORSESHOE BEND, IDAHO 83629	6/ 1/1920	IRRIGATION	4/ 1 11/ 1	--- AFA .60 CFS	LOT 5 S26 T 7N R 2E	SESE(3) LOT 2(4) LOT 1(23) S27 T 7N R 2E *30*	BENEFICIAL USE
65-2288	U. S. DEPT. OF INTERIOR BUREAU OF RECLAMATION, BOX 043, 550 WEST FORT STREET, BOISE, IDAHO 83724	5/14/1921	POWER	1/ 1 12/31	--- AFA 1300.00 CFS	LOT 1 S22 T 7N R 1W	LOT1 S22 T 7N R 1W	LICENSE
65-2295	ST. GERMAIN, JACK L. & ST. GERMAIN, GERTRUDE M. P. O. BOX 66, EMMETT, IDAHO 83617	5/ 6/1922	IRRIGATION	3/15 11/15	--- AFA .04 CFS	LOT13 S 6 T 6N R 1W	LOT13(2) S 6 T 6N R 1W *2*	LICENSE
65-2307	MAGGREGOR LAND & LIVESTOCK COMPANY BOX 5124, BOISE, IDAHO 83701	11/28/1922	IRRIGATION	3/15 11/15	--- AFA .60 CFS	SWNE S25 T 7N R 1W	SWNE(16) SESE(14) S25 T 7N R 1W *30*	LICENSE
65-2327	FOWLER, GERALD R. BOX 33, EMMETT, IDAHO 83617	2/10/1925	IRRIGATION	3/15 11/15	--- AFA .62 CFS	LOT 3 S27 T 7N R 1W	SWNW(9) LOT 3(22) S27 T 7N R 1W *31*	LICENSE
65-6037	FOILES, CHARLES ED STAR ROUTE, PAYETTE, IDAHO 83661	4/ 1/1925	IRRIGATION	3/15 11/15	--- AFA .72 CFS	LOT 2 S14 T 8N R 5W	NWNE(18) SWNE(18) S14 T 8N R 5W *36*	BENEFICIAL USE
65-4298	MUGENSEN, MARK & MUGENSEN, HAZEL STAR ROUTE, PAYETTE, IDAHO 83661 REMARKS: SOURCE OUTSIDE PAYETTE RIVER DRAINAGE BASIN.	4/ 1/1925	IRRIGATION	3/15 11/15	--- AFA 1.38 CFS	LOT 4 S14 T 8N R 5W	NENW(32) LOT 4(37) S14 T 8N R 5W *65*	BENEFICIAL USE
65-9481	U. S. DEPT. OF INTERIOR BUREAU OF RECLAMATION, ATTN: 424 BOX 043, 550 WEST FORT STREET, BOISE, IDAHO 83724	4/ 1/1926	POWER	1/ 1 12/31	216867.00 AFA 300.00 CFS	LOT 1 S22 T 7N R 1W	LOT1 S22 T 7N R 1W	BENEFICIAL USE
65-0077	LEIHA IRRIGATION & WATER COMPANY, INC. C/O NELDA PLATZ, ROUTE 2, NEW PLYMOUTH, IDAHO 83655 REMARKS: POINT OF DIVERSION NENW, SEC. 35, T7N, R3W. POINT OF REDIVERSION NESE, SEC. 27, T7N, R3W. IRRIGATED BY PULLEY-CONCRETE DITCH.	4/ 1/1927	IRRIGATION	3/15 11/15	--- AFA 1.44 CFS	NENW S35 T 7N R 3W	NESE(4) LOT 1(39) S27 T 7N R 3W LOT 5(29) S26 T 7N R 3W *72*	BENEFICIAL USE

NOT CORRECT
IS IN BCS BASIN
SEE PRBA MAP

A. ROOT WATER RIGHT NUMBERS: A65-04298
R65-04298

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
08N	05W	14	NE	NW		MOGENSEN, MARK	A65-04298 / 32.0	65-04298 / 32.0	37.0		
			NE	NW		MOGENSEN, MARK	R65-04298 / 32.0	- /			
			NE	NW		MOGENSEN, MARK	A65-18354 /	- /			
			NE	NW		MOGENSEN, HAZEL	A65-04297 /	65-04297 /			
			NE	NW		MOGENSEN, MARK	65-18354 /	- /			
			NE	NW		MOGENSEN, HAZEL	65-04297 /	- /			
08N	05W	14	SW	NW	4	MOGENSEN, MARK	A65-04298 / 5.0	- /	46.0		
			SW	NW	4	MOGENSEN, MARK	R65-04298 / 5.0	- /			
08N	05W	14	SE	NW	4	MOGENSEN, MARK	A65-04298 / 26.0	65-04298 / 37.0	46.0		
			SE	NW	4	MOGENSEN, MARK	R65-04298 / 26.0	- /			
			SE	NW	4	HOLLIS, BERRY D.		65-05817 / 4.0			

ADDITIONAL POU FOUND

TOTAL ACRES	A65-04298	63.00	69.00	129.00
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POU COUNTY: PAYETTE

C. IS WATER USAGE FOUND IN TRACTS OTHER THAN THOSE CLAIMED?

Y() N()

* IF YES, ARE THESE TRACTS LISTED ABOVE (), OR ARE THEY LISTED ON AN ATTACHED SHEET ()

LIST OF ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A65-04298	PAYETTE RIVER	MOGENSEN, MARK	1.260	0.020		
R65-04298	PAYETTE RIVER	MOGENSEN, MARK	1.260	0.020		

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

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A65-18354	DOMESTIC	MOGENSEN, MARK	FROM 01-01 TO 12-31	0.020 CFS	
A65-04297	DOMESTIC	MOGENSEN, HAZEL	FROM 01-01 TO 12-31	0.040 CFS	1.20 AF/A
A65-04297	STOCKWATER	MOGENSEN, HAZEL	FROM 01-01 TO 12-31	0.020 CFS	0.70 AF/A
65-18354	DOMESTIC	MOGENSEN, MARK	FROM 01-01 TO 12-31	0.020 CFS	
65-04297	DOMESTIC	MOGENSEN, HAZEL	FROM 01-01 TO 12-31	0.040 CFS	1.20 AF/A
65-04297	STOCKWATER	MOGENSEN, HAZEL	FROM 01-01 TO 12-31	0.020 CFS	0.70 AF/A

D. ARE OTHER WATER RIGHTS USED FOR THE SAME PURPOSE?

Y() N()

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM: A65-04297

E. IS THE CLAIMED POU THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A() Y() N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POU, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

F. CAN THE CLAIMED POU BE VERIFIED USING THE WATER RIGHT FILE AND AVAILABLE AERIAL PHOTOS?

N/A() Y() N()

G. SHOULD THE CLAIMED POU BE VERIFIED BY FIELD EXAM?

Y() N()

H. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THIS RIGHT?

Y() N()

IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM #: 65-04298 Date: 2-15-00

Overlapping POU Claim #'s: _____

	TNS	RNG	SEC	NE				NW				SW				SE				Sum
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Claim	8N	5W	14					32		04-04-5	26									63
GIS								29		5	29									63
Claim																				
GIS																				
Claim																				
GIS																				
Claim																				
GIS																				

POU_ID #(s): 253, 254, 255

POD_ID #(s): 198

Total Claimed Acres: 63

Total GIS Acres: 63

COMMENTS:

per map in claim file

Payette River Diversion were mapped for the water
District in winter 1992-1993.* For pld location, photos,
map copies, and data pages, see the water district pld
notebook assembled by Tim Luke at 5.0.

I mapped the following rights. Information about them
is available on master maps (SM) or in notebook (Tim Luke).

65-02847 65-03619

- 05755 thwy 05759 - 07461

- 00003 - 02809

- 04982 - 00486

- 04615 - 10505

- 11269 - 06037

- 11212 - 04298

- 02019 - 05817

- 00165 A - 06591

- " B - 12623

- " C

- " X - 00072

- 07425 - 11061

- 07428

- 07848

- 12756

- 05459

- 11258

- 05921

- 08627

- 11261

- 11255

MICROFILMED

AUG 03 1994

— Steve Lantz

1/21/93

* From about Gardiner to
Furnessland, stretch of river.

MAR 02, 1979

PROPOSED FINDING OF WATER RIGHTS - PAYETTE RIVER DRAINAGE

PAGE 269

INDICATES TOTAL

SOURCE: PAYETTE RIVER

RIGHT NUMBER	NAME AND ADDRESS	PRIORITY DATE	USE	USE PERIOD FROM TO	MAX AMOUNT MAX RATE	DIVERSION POINT	PLACE OF USE AND ACREAGE	BASIS FOR RIGHT
65-10886	HORSESHOE BEND SCHOOL DISTRICT #73 BOX 116, HORSESHOE BEND, IDAHO 83629	6/ 1/1920	IRRIGATION	4/ 1 11/ 1	--- AFA .60 CFS	LGT 5 S26 T 7N R 2E	SESE(3) LOT 2(4) LOT 1(23) S27 T 7N R 2E *30*	BENEFICIAL USE
65-2288	U. S. DEPT. OF INTERIOR BUREAU OF RECLAMATION, BOX 043, 550 WEST FORT STREET, BOISE, IDAHO 83724	5/14/1971	POWER	1/ 1 12/31	--- AFA 1300.00 CFS	LOT 1 S22 T 7N R 1W	LOT1 S22 T 7N R 1W	LICENSE
65-2295	ST. GERMAIN, JACK L. & ST. GERMAIN, GERTRUDE M. P. O. BOX 86, EMMETT, IDAHO 83617	5/ 6/1922	IRRIGATION	3/15 11/15	--- AFA .04 CFS	LOT13 S 6 T 6N R 1W	LOT13(2) S 6 T 6N R 1W *2*	LICENSE
65-2307	MACGREGOR LAND & LIVESTOCK COMPANY BOX 5124, BOISE, IDAHO 83701	11/28/1922	IRRIGATION	3/15 11/15	--- AFA .60 CFS	SWNE S25 T 7N R 1W	SWNE(16) SESE(14) S25 T 7N R 1W *30*	LICENSE
65-2327	FOWLER, GERALD R. BOX 33, EMMETT, IDAHO 83617	2/10/1925	IRRIGATION	3/15 11/15	--- AFA .62 CFS	LOT 3 S27 T 7N R 1W	SWNW(9) LOT 3(22) S27 T 7N R 1W *31*	LICENSE
65-6037	FOILES, CHARLES ED STAR ROUTE, PAYETTE, IDAHO 83661	4/ 1/1925	IRRIGATION	3/15 11/15	--- AFA .72 CFS	LOT 2 S14 T 8N R 5W	NWNE(10) SWNE(10) S14 T 8N R 5W *36*	BENEFICIAL USE
65-4298	HUGENSEN, MARK & HUGENSEN, HAZEL STAR ROUTE, PAYETTE, IDAHO 83661 REMARKS: SOURCE OUTSIDE PAYETTE RIVER DRAINAGE BASIN.	4/ 1/1925	IRRIGATION	3/15 11/15	--- AFA 1.38 CFS	LOT 4 S14 T 8N R 5W	NENW(32) LOT 4(37) S14 T 8N R 5W *65*	BENEFICIAL USE
65-9481	U. S. DEPT. OF INTERIOR BUREAU OF RECLAMATION, ATTN: 424 BOX 043, 550 WEST FORT STREET, BOISE, IDAHO 83724	4/ 1/1926	POWER	1/ 1 12/31	216867.00 AFA 300.00 CFS	LOT 1 S22 T 7N R 1W	LOT1 S22 T 7N R 1W	BENEFICIAL USE
65-0077	LEIHA IRRIGATION & WATER COMPANY, INC. C/O MELBA PLATZ, ROUTE 2, NEW PLYMOUTH, IDAHO 83655 REMARKS: POINT OF DIVERSION NENW, SEC. 35, T7N, R3W. PLINT OF REDIVERSION NCSE, SEC. 27, T7N, R3W. IRRIGATED BY PULLEY-CONCRETE DITCH.	4/ 1/1927	IRRIGATION	3/15 11/15	--- AFA 1.44 CFS	NENW S35 T 7N R 3W	NESE(4) LOT 1(39) S27 T 7N R 3W LOT 5(29) S26 T 7N R 3W *72*	BENEFICIAL USE



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

May 15, 1991

Mark Mogensen
2247 Killibrew Road
Payette, ID 83661

Re: Civil Case No. 3667
Frasier, et al Objection 65-04298

Dear Payette River Water User,

In July 1982, Richard Frasier, William Conrad, Don Craig, Jay Sisler and Stan Brown on behalf of themselves and others in the same class filed an Objection to the Proposed Findings with the Third Judicial District Court in the Payette River Basin Adjudication. The parties maintained the diversion rate recommended for their water rights and others from the Payette River were not correct for the "bottom lands" irrigated by those water rights.

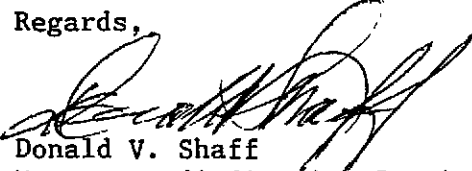
This group of water rights are among the last water rights remaining for decree in the Payette River Basin Adjudication, most of which were decreed on January 21, 1986. The water rights decreed in the Payette adjudication will be incorporated into the eventual decree in the larger Snake River Basin Adjudication (SRBA) now proceeding in the Fifth Judicial District, provided new claims have been filed in the SRBA. Otherwise the achievement of a decree in the Payette adjudication could be voided.

Your water right referenced above was listed in the Proposed Finding with a diversion rate of 1.38 cubic feet per second (cfs). You will find enclosed a two-page form that when completed by you will describe your water delivery system and irrigation methods. The information you supply is essential in order for the staff of the Department to evaluate your irrigation water requirements. Much of the information required is technical, and you may wish to contact the Soil Conservation Service or other professionals for assistance with the form.

To expedite the process to resolve the Frasier objection, please return the enclosed form within 45 days. Without the completed form, the Department will assume you agree with the water right described in the Proposed Finding with the diversion rate shown above.

Please contact me if you have questions about the matters set out above. Thank you for your patience in this process.

Regards,


Donald V. Shaff
Manager, Adjudication Section

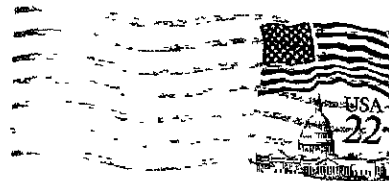
RECEIVED
AUG 4 1998

Department of Water Resources

I/We, the undersigned, hereby state the water right 65-4298 held by me/us is properly and correctly described in the Proposed Finding of Water Rights for the Payette River Drainage Basin. I waive and withdraw any objection to this water right filed by me or on my behalf by someone else.

Mark Mogensen

MARK MOGENSEN
HC 80 BOX 71
PAYETTE, IDA
8366



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Statehouse
Boise, Idaho 83720

Attn: D. Shaff

July 15, 1986

Mark Mogensen
Hazel Mogensen
Star Route
Payette, ID 83661

RE: 65-4298

Dear Mr. & Mrs. Mogensen:

On July 11, 1986, you indicated in a telephone conversation with an agent in this office a measurement of your diversion for the water right referenced above would not be necessary. Apparently the amount recommended in the Proposed Finding adequately describes your water right.

If you, in fact, are satisfied with the description of your water right, please sign the enclosure and return it to this office in the enclosed envelope.

Thank you for your cooperation.

Regards,

DON SHAFF
Water Rights Supervisor

DES:alw

Enc.

I/We, the undersigned, hereby state the water right _____ held by me/us is properly and correctly described in the Proposed Finding of Water Rights for the Payette River Drainage Basin. I waive and withdraw any objection to this water right filed by me or on my behalf by someone else.

INTER-DEPARTMENT MEMO — 1

FROM John K. Noyes

DATE 7/11/86

TO Don Shass

SUBJECT Field examination - water right 05-4298

Mark Mogensen stated the claim is acceptable and doesn't desire a measurement of his pumping plant. He is pumping out of the Bayette River with a 5 HP motor. P.D. Lot 4 Sec 14 T8N R5W.

John K. Noyes
SIGNATURE

AGENT'S MASTER FORM

Agent: Ron H

[illegible]