

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 47-38
Date Received: 1/11/1989
Receipt No: S005870
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

ASLETT RANCHES PARTNERSHIP Phone: (208)734-5533
PO BOX B
TWIN FALLS ID USA 83303-0015

2. Date of Priority: 05/01/1893

3. Source: HOUSE CREEK Trib. to: CEDAR CREEK , CEDAR CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
15S	13E	18	SW NW NW 1	TWIN FALLS	
15S	12E	1	SE NW	TWIN FALLS	
15S	12E	1	SW SE NW	TWIN FALLS	

5. Description of diverting works:

TWO ROCK & WOODEN CHECK DAMS TO EARTHEN DITCHES

6. Water is used for the following purposes:

Purpose	From To	C.F.S.	(or) A.F.A
IRRIGATION	4/01 11/01	2	

7. Total Quantity Appropriated is:
2 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
15S	12E	1	NW NE 2	IRRIGATION	33
			SE NE	IRRIGATION	15
			SE NW	IRRIGATION	8
			SE SE	IRRIGATION	18
			SW NE	IRRIGATION	25
			NW SE	IRRIGATION	9

SW	SE		IRRIGATION	2
NE	NE	1	IRRIGATION	9
Section Acres				129
Total Acres				129

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:

14. Remarks:

1/25/2000 TF; OWNERSHIP CHANGED SWAN LAND & LIVESTOCK TO ASLETT RANCHES PARTNERSHIP PER 1409(6) AND WARRANTY DEED REC'D 12/23/1999. CLAIM ALSO AMENDED TO REFLECT ACTUAL PLACE OF USE.

claim amended to add a third point of diversion 11-14-2006 kkc

15. Basis of Claim: Decreed

16. Signature(s)

For Organizations:

I do solemnly swear or affirm that I am Partner of Aslett Ranches Partnership Title

Aslett Ranches Partnership Organization, that I have signed the foregoing document in the space below as Partner of Title

Aslett Ranches Partnership Organization and that the statements contained in the foregoing document are true and correct.

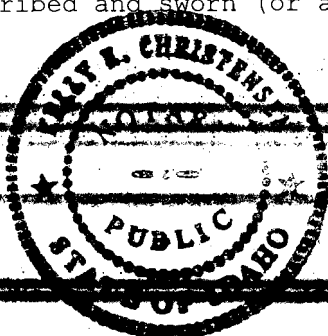
Sten Aslett Jr
Signature of Authorized Agent

Partner of Aslett Ranches Partnership
Title and Organization

11-14-06
Date

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 14th day of November 2006



Jelly K Christensen

Residing at Twin Falls ID

My commission Expires 4-2-2010

UNRECORDED

DEC 21 1989

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: **A47-00038**
Date Received: 1/11/1989
Receipt No: S005870
Received By: _____

AMENDED

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

AMENDED

1. Name: ASLETT RANCHES PARTNERSHIP 208-734-5533
Address: PO BOX B
TWIN FALLS ID 83303-0015

2. Date of Priority: MAY 1, 1893

3. Source: HOUSE CREEK Trib. to: CEDAR CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
15S	12E	1	SW	SE	NW		TWIN FALLS
	13E	18	SW	NW	NW	1	TWIN FALLS

5. Description of diverting works:
TWO ROCK & WOODEN CHECK DAMS TO EARTHEN DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.000		

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

8. Total consumptive use is 276.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15S	12E	1	NE	NE	1	IRR	9.0
			NW	NE	2	IRR	33.0
			SW	NE		IRR	35.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15S	12E	1	SE	NE		IRR	15.0
			SE	NW		IRR	8.0
			NW	SE		IRR	9.0
			SW	SE		IRR	2.0
			SE	SE		IRR	18.0

Section Acres 129.0

Total Acres 129.0

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:

A47-00032

14. Remarks:

1/25/2000 TF; OWNERSHIP CHANGED SWAN LAND & LIVESTOCK TO ASLETT
RANCHES PARTNERSHIP PER 1409(6) AND WARRANTY DEED REC'D
12/23/1999. CLAIM ALSO AMENDED TO REFLECT ACTUAL PLACE OF USE.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

IRA BRACKETT ET AL

Decree Plaintiff

THE CEDAR CANAL CO. ET AL

vs Decree 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 Organizations:

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

Steve Aslett
Signature of Authorized Agent

Partner
Title and Organization

2/9/00
Date

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 9th day
of February 20 00
Seal

Douglas Jones
Notary Public

Residing at Buhl Id

My Commission Expires 8/8/2001

RECEIVED

DEC 23 1999

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

Department of Water Resources

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).: _____

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

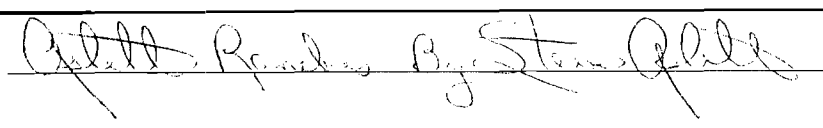
New Telephone Number (208) 734-5533

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.

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

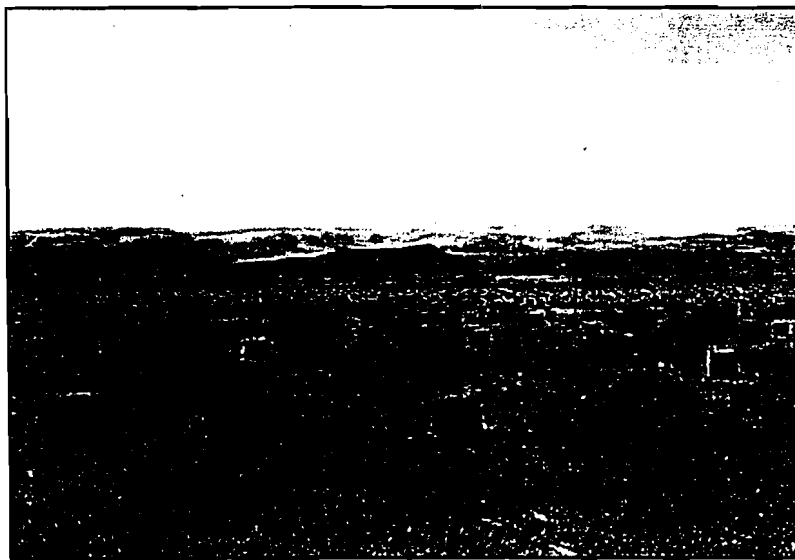
Bureau of Land Management 4,764 AUM's John Biar (208) 736-2350

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 A47-00024	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 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

GENERAL PARTNERSHIP AGREEMENT - 4

Smith, Beeks & Hodges
Attorneys At Law
210 Sixth Avenue East
Post Office Box 508
Twin Falls, Idaho 83303-0508

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.

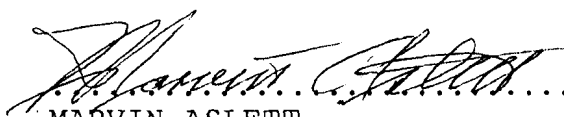
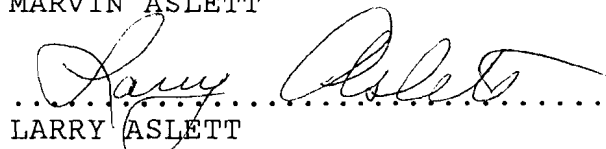
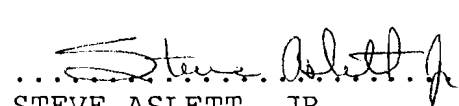
18. **Death of a Partner.** Upon the death of a partner, the partnership shall continue in operation and shall be managed by the surviving partners. The operation shall continue at last until the end of the fiscal year or to such other time as is necessary for the surviving partners to wind up the affairs 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 <u>22</u> , 1999.	 MARVIN ASLETT
Dated December <u>22</u> , 1999.	 LARRY ASLETT
Dated December <u>22</u> , 1999.	 STEVE ASLETT
Dated December <u>22</u> , 1999.	 STEVE ASLETT, JR.

42118fc
TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

NY

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

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 Twin Falls County, Idaho, to-wit:

PARCEL NO. 1

Township 15 South, Range 12 East, Boise Meridian, Twin Falls County, Idaho

Section 1: S $\frac{1}{2}$ SW $\frac{1}{4}$; Lots 1 and 2; S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 2: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 11: E $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 12: N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$; N $\frac{1}{2}$

Section 13: SW $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ W $\frac{1}{2}$; E $\frac{1}{2}$

Section 24: E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{2}$

Section 25: E $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$

EXCEPT

A strip of land 80 feet wide, being 40 feet right and left of the following described centerline of Jarbidge Road Project No. S2701(3) Highway Survey as shown on the plans thereof now on file in the Office of the Department of Highways of the State of Idaho and lying over and across the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 15 South, Range 12 E., B.M., Twin Falls County, Idaho, more particularly described as follows:

BEGINNING at a point on the West boundary of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11, which point is approximately Station 538+56 of said Highway Survey, which station is a point on a tangent approximately North 515 feet from the Southwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 11;

THENCE North 69°11' East for 3,690 feet, more or less, to Station 575+46.87 which station is a point of curvature:

THENCE 570.95 feet with a 7 degree curve left, said curve having a central angle of 39°58' to Station 581+17.82, which station is a point of tangent;

THENCE North 29°13' East on tangent for 212.1 feet, more or less, to approximate Station 583+30 of said Highway Survey which station is a point on the East boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1 lying North approximately 1015 feet from the Southeast corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1.

AND EXCEPT

A strip of land lying across the SW $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1, Township 15 South, Range 12 E., B.M., more particularly described as follows:

A strip of land 40 feet in width extending 40 feet right and left of the following described centerline of Jarbidge Road Project No. S-2701(3) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highway, State of Idaho;

BEGINNING at a point on the west boundary of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ designated as approximate station 583+20 of said Highway Survey, which point lies North approximately 1015 feet from the southwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$;

THENCE running North 29°13' East on tangent for 100.5 feet, more or less, to Station 584+20.46, which station is a point of curvature;

THENCE describing a strip of land extending 40 feet left and 50 feet right on the following described centerline, 635.56 feet with a 6° curve right, said curve having a central angle of 38°08' to Station 590+56.02 which station is a point of tangent and also being a point of equation (590+56.02 BK. = 590+68.61 Ah);

THENCE North 67°21' East on tangent 8833 feet, more or less, on tangent to Station 599+39.3 of said Highway Survey, which station is a point on the east boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ and lying North 00°11' East approximately 566 feet of the Southeast corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$.

AND ALSO EXCEPT

A parcel of ground in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 2, Township 15 South, Range 12 E., B.M., Twin Falls County, Idaho, and more particularly described as follows:

BEGINNING at the Southeast corner of said Section 2 and using the recorded bearing of the South line of said Section 2 of North 89°24' West as basis of bearings;

THENCE North 37°30'30" West a distance of 794.09 feet to the TRUE POINT OF BEGINNING;

THENCE from said TRUE POINT OF BEGINNING North 58°35'14" West a distance of 208.71 feet;

THENCE North 31°24'46" East a distance of 208.71 feet;

THENCE South 58°35'14" East a distance of 208.71 feet;

THENCE South 31°24'46" West a distance of 208.71 feet to the TRUE POINT OF BEGINNING.

ALSO a 30-foot-wide road right of way centered on a connecting line from said TRUE POINT OF BEGINNING South 37°30'30" East a distance of 1547.93 feet to intersection with the centerline of the Rogerson-Three Creek Road.

Township 14 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

✓Section 21: SE $\frac{1}{4}$; SW $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$

✓Section 22: SW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$

Township 15 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

✓Section 5: S $\frac{1}{2}$ SW $\frac{1}{4}$

✓Section 6: SE $\frac{1}{4}$ SE $\frac{1}{4}$; Lot 7

✓Section 7: ALL

✓Section 8: NW $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$

✓Section 18: Lots 1, 2 and 4; E $\frac{1}{2}$ W $\frac{1}{2}$; W $\frac{1}{2}$ E $\frac{1}{2}$; E $\frac{1}{2}$ NE $\frac{1}{4}$

✓Section 19: Lots 1, 2, 3 and 4; E $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ E $\frac{1}{2}$

✓Section 20: SE $\frac{1}{4}$

✓Section 21: NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; SE $\frac{1}{4}$

✓Section 22: W $\frac{1}{2}$

✓Section 27: W $\frac{1}{2}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

✓Section 28: SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$

✓Section 29: SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$

✓Section 30: Lots 1, 2, 3 and 4; SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$

✓Section 31: ALL

✓Section 33: N $\frac{1}{2}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$

✓Section 34: NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$

Township 16 South, Range 13 East, Boise Meridian, Twin Falls County, Idaho

✓Section 3: NW $\frac{1}{4}$ NW $\frac{1}{4}$

✓Section 4: NE $\frac{1}{4}$ NE $\frac{1}{4}$

✓Section 6: Lots 2, 3 and 4; E $\frac{1}{2}$ W $\frac{1}{2}$; E $\frac{1}{2}$

✓Section 7: Lots 1, 2, 3 and 4; E $\frac{1}{2}$ W $\frac{1}{2}$; W $\frac{1}{2}$ E $\frac{1}{2}$; E $\frac{1}{2}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$

SUBJECT TO: Twin Falls County Highway Right of Way

PARCEL NO. 2

A parcel of ground in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, Township 15 South, Range 12 E., B.M., Twin Falls County, Idaho, and more particularly described as follows:

BEGINNING at the Southeast corner of said Section 2 and using the recorded bearing of the South line of said Section 2 of North 89°24' West as basis of bearings;

THENCE North 37°30'30" West a distance of 794.09 feet to the TRUE POINT OF BEGINNING;

THENCE from said TRUE POINT OF BEGINNING North 58°35'14" West a distance of 208.71 feet;

THENCE North 31°24'46" East a distance of 208.71 feet;

THENCE South 58°35'14" East a distance of 208.71 feet;

THENCE South 31°24'46" West a distance of 208.71 feet to the TRUE POINT OF BEGINNING.

ALSO a 30-foot-wide road right of way centered on a connecting line from said TRUE POINT OF BEGINNING South 37°30'30" East a distance of 1547.93 feet to intersection with the centerline of the Rogerson-Three Creek Road.

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 2, 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

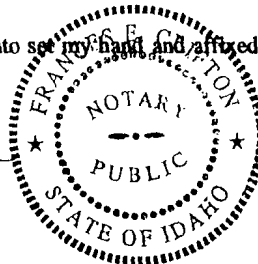
* * * * *

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



MEMO TO THE FILE

FROM: Georgia Satterlee
DATE: 14 September 1999
RE: A47-00038,-00404A

Nancy Davies called concerned with Stevenson's claims. She asked if he had wells to irrigate the golf course, Cottonwood GC. I said it look as if it was just the above rights. There may be a letter in the future from Davies complaining about Stevenson's appropriation...just a warning.

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: A47-00038
Date Received: ~~11/10/1988~~ 1/11/89
Receipt No: 5005870
Received By: AD

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: MAY 01, 1893

3. Source: HOUSE CREEK Trib. to: CEDAR CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
15S	12E	1	SW	SE	NW		TWIN FALLS
	13E	18	SW	NW	NW	1	TWIN FALLS

5. Description of diverting works:
TWO ROCK & WOODEN CHECK DAMS TO EARTHEN DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.000		

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

8. Total consumptive use is 276.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15S	12E	1	NE	NE	1	IRR	9.0
			NW	NE	2	IRR	33.0

A47-00038

Page 1

Date: 11/10/88

MICROFILMED

MAR 10 1993

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
15S	12E	1	SW		NE		IRR	35.0
			SE		NE		IRR	15.0
			NE		NW	3	IRR	1.0
			SE		NW		IRR	8.0
			NE		SE		IRR	8.0
			NW		SE		IRR	9.0
			SW		SE		IRR	2.0
			SE		SE		IRR	18.0
							Section Acres	138.0
							Total Acres	138.0

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:
A47-00032

14. Remarks:

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

IRA BRACKETT ET AL
Decree Plaintiff

vs

THE CEDAR CANAL CO. ET AL
Decree 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: 1

For Organizations:

I do solemnly swear or affirm that I am PRESIDENT of _____ Title

SUNN LAND & LIVESTOCK CO, that I have signed the foregoing Organization

document in the space below as PRESIDENT of Title

SUNN LAND & LIVESTOCK CO and that the statements contained in the Organization

foregoing document are true and correct.

[Signature]
Signature of Authorized Agent

PRES. SUNN LAND & LIVESTOCK CO
Title and Organization

1/11/89
Date

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this 11 day

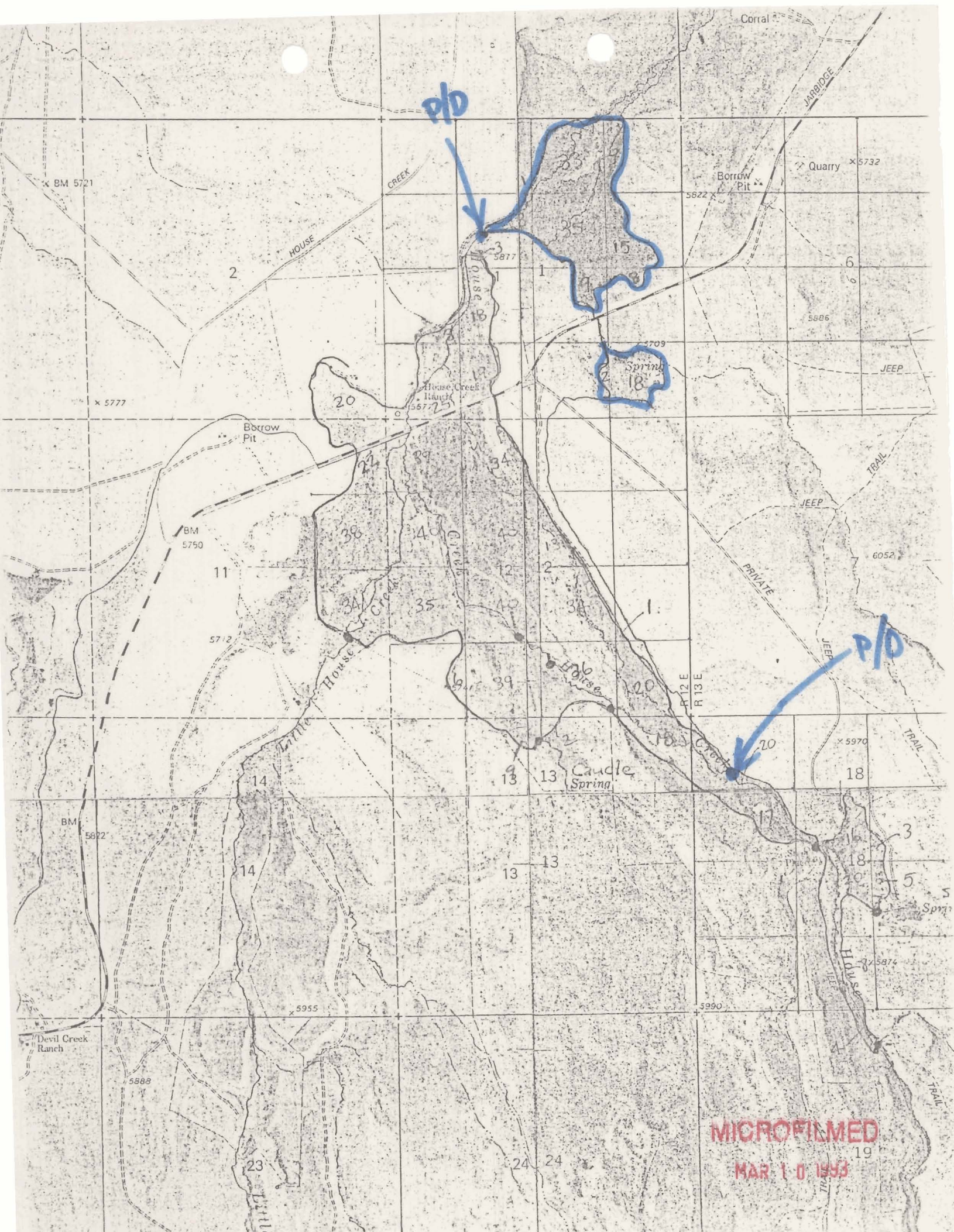
of January 19 89

Seal

[Signature]
Notary Public

Residing at Iron Falls, Idaho

My Commission Expires 6-18-91



System 1	47-32	23.4 ac	1.20 cb
	- 38	90 ac	2.08 cb

System 2	47-26	(Bound A = 35 ac B = 28 ac)	total	Rate
	- 30		63 ac	1.84
	- 40		124.5 ac	2.40 cb
	- 41		80 ac	1.60 cb
	- 41		70 ac	1.40 cb
	- 11491		<u>31.4 ac</u>	<u>1.63 cb</u>
		subtot	<u>368.9 ac</u>	<u>7.87 cb</u>
	17417	*	<u>259.3</u>	<u>* 5.19 cb</u>
	total		<u><u>628.2 ac</u></u>	<u><u>13.06 cb</u></u>

found P/u = 628.2 ac

- 368.9 ac
* 259.3 ac * .02 = * 5.19 cb

11/15/2006

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

RIGHT NUMBER: 47-38

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

SOURCE: HOUSE CREEK

TRIBUTARY: CEDAR CREEK

QUANTITY: 2.000 CFS

The portion of Right 47-038 used for conveyance losses is .04 cfs.

PRIORITY DATE: 05/01/1893

POINT OF DIVERSION:

T15S R12E S1 NESENW Within TWIN FALLS County

T15S R12E S1 SWSNW Within TWIN FALLS County

T15S R13E S18 SWSNW Within TWIN FALLS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	2.000 CFS

PLACE OF USE: IRRIGATION in TWIN FALLS County

T15S R12E S01 Lot 1 NENE	6.50	T15S R12E S01 Lot 2 NWNE	32.00
T15S R12E S01 SWNE	36.00	T15S R12E S01 SENE	16.00
T15S R12E S01 SENW	6.50	T15S R12E S01 NWSE	11.00
T15S R12E S01 SWSE	1.00	T15S R12E S01 SESE	17.00

126 ACRES TOTAL

This right is limited to the irrigation of 98 acres within the place of use described above in a single irrigation season.

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 - Decreed

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

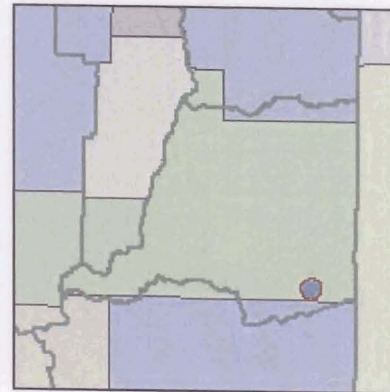
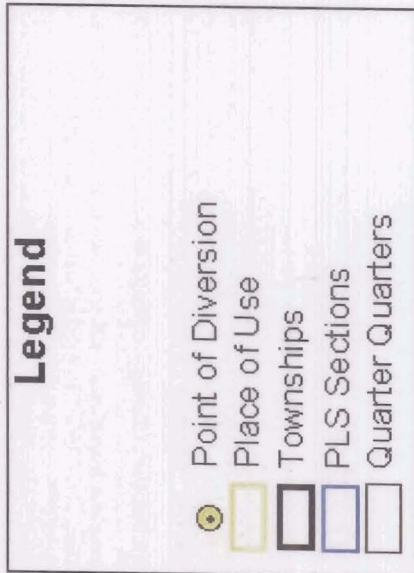
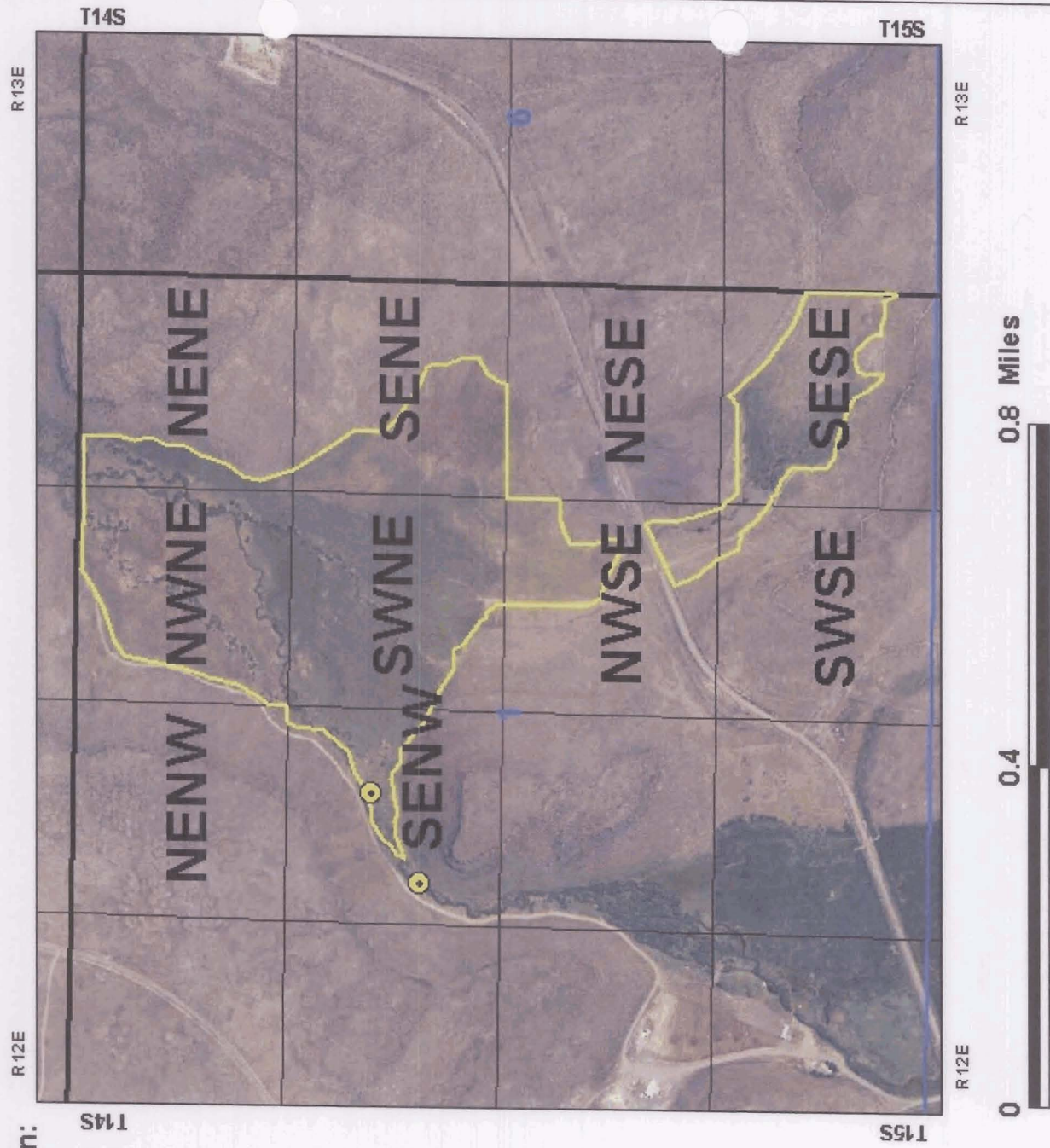
Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.



Idaho Department of Water Resources

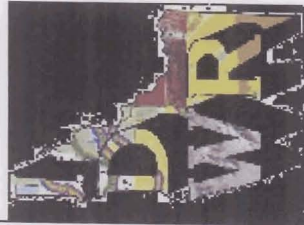
SRBA Recommendation:

47-38



Twin Falls County
IDWR Basin 47

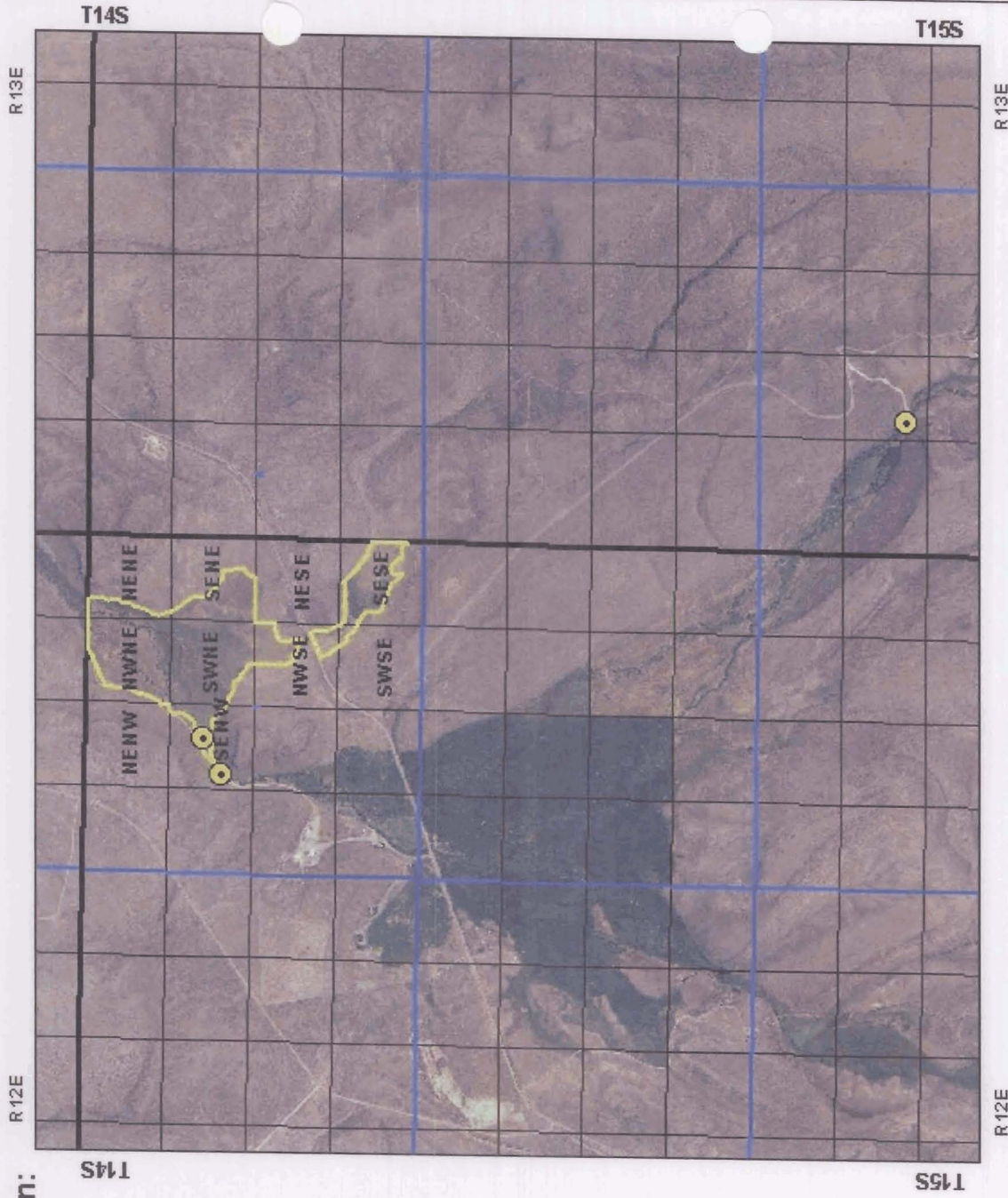
Prepared by N. Erickson
On Wednesday, November 15, 2006
2004 Aerial Photography



Idaho Department of Water Resources

SRBA Recommendation:

47-38



Legend

- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Twin Falls County
IDWR Basin 47

Prepared by N. Erickson
On Wednesday, November 15, 2006
2004 Aerial Photography

MEMO TO FILE

From: Vikie Hancock

2/25/05

Re: Recommendation

Claim No(s): 47-032 & 47-038

After meeting with Steve Aslett Jr. on December 21, 2004 I agreed to review historical aerial photos of the ranch to ensure that the maximum acres ever irrigated on their private land under these two rights are included in my recommendation. Note that 160 total inches were decreed under 47-032 & 47-038 but that I initially found only 129 acres within the PPU as was identified in the amended claims on February 9, 2000.

A review of 1950, 1957 and 1977 aerial photos provided by the claimants allowed me to increase the number of acres irrigated under these rights from a total of 129 to a total of 136.5. Interestingly, the number of acres I found historically irrigated under claim 47-032 very closely matched old license 47-2067 superceded by the 1914 decree.

As of this date, claimants need to amend the claims to identify 136.5 acres and to add a point of diversion in the NESENW Section 1.

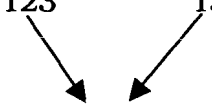
MEMO TO FILE

From: Vikie Hancock
Re: Recommendation
Claim No(s): 47-032, 47-038

2/25/05

47-032 } Claimed on a 129 acre PPU
47-038 }

WR #	PRIORITY	RATE	ACRES INDICATED	PER GIS 1987 PHOTO		CLAIMED ACRES
				IN DECR POU	OUTSIDE DECR	
47-032	1909	1.2 CFS	60 @ 1" PER AC	33	13.5	37
47-038	1893	<u>2.0</u>	<u>100</u> @ 1" PER AC	<u>90</u>	<u>-0-</u>	<u>92</u>
		3.2 CFS	160	123	13.5	129


136.5 AC

136.5 AC X .02 CFS = 2.73 CFS 160 - 136.5 = 23.5 AC

3.20 - 2.73 = .47 CFS IN EXCESS OF 1 INCH PER ACRE

.47 CFS APPLICABLE TO CONVEYANCE DITCH LOSS PER WORSTELL WORKSHEET
SEE ATTACHED.

100AC-90AC = 10AC/23.5(EXCESS) AC = 43% X .47CFS = .20 CFS CONVEYANCE LOSS ATTACHED TO 47-038
60AC-46.5AC = 13.5AC/23.5(EXCESS) AC = 57% X .47CFS = .27 CFS CONVEYANCE LOSS ATTACHED TO 47-032

CONVEYANCE LOSS - WORSTELL

NAME OF DITCH: ASLETT DITCH

BY: VH

DATE: 11/04/04

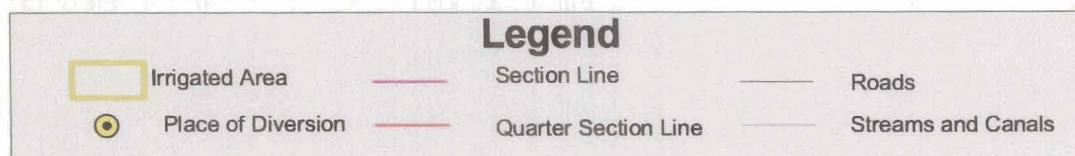
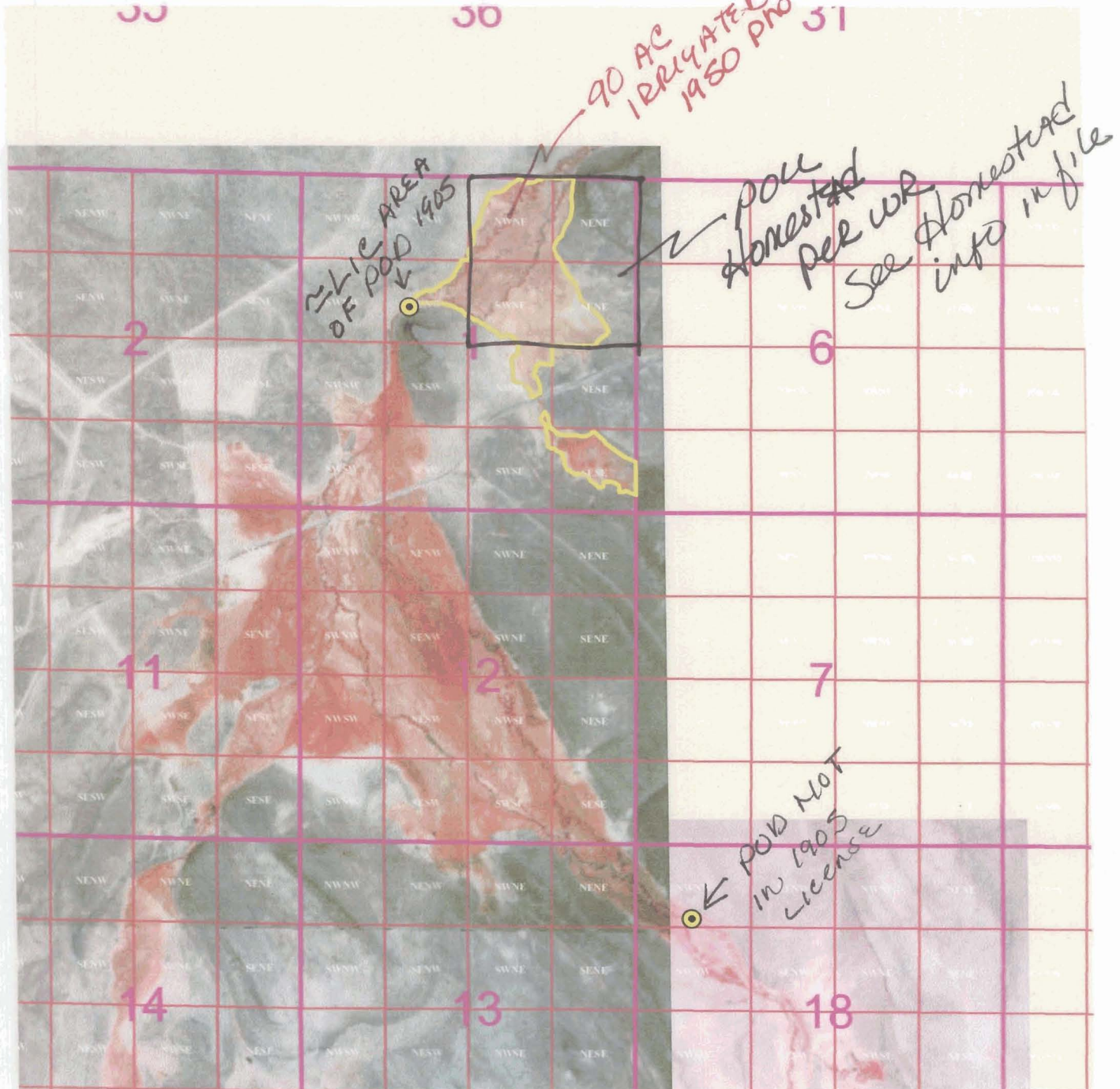
REACH	LENGTH (FT)	AVE WIDTH (FT)	SEEPAGE (FT/DAY)	WORSTELL LOSS (CFS)	DELIVERY (CFS)	DELIVERY LEFT (CFS)	LOSS FACTOR	DELIVERY LOSS (CFS)	FLOW (CFS)
1	9240	2.0	2.50	0.58		0.00	0.0000	0.00	0.58
2				0.00		0.00	0.0000	0.00	0.00
3				0.00		0.00	0.0000	0.00	0.00
4				0.00		0.00	0.0000	0.00	0.00
5				0.00		0.00	0.0000	0.00	0.00
6				0.00		0.00	0.0000	0.00	0.00
7				0.00		0.00	0.0000	0.00	0.00
8				0.00		0.00	0.0000	0.00	0.00
9				0.00		0.00	0.0000	0.00	0.00
10				0.00		0.00	0.0000	0.00	0.00
11				0.00		0.00	0.0000	0.00	0.00
12				0.00		0.00	0.0000	0.00	0.00
13				0.00		0.00	0.0000	0.00	0.00
14				0.00		0.00	0.0000	0.00	0.00
15				0.00		0.00	0.0000	0.00	0.00
16				0.00		0.00	0.0000	0.00	0.00
17				0.00		0.00	0.0000	0.00	0.00
18				0.00		0.00	0.0000	0.00	0.00
19				0.00		0.00	0.0000	0.00	0.00
20				0.00		0.00	0.0000	0.00	0.00
TOTALS	9240			0.58	0.00			0.00	

REACH = SECTION OF CHANNEL
 LENGTH = LENGTH OF REACH, THE CHANNEL CAN BE DIVIDED INTO EQUAL LENGTH REACHES
 OR ACTUAL LENGTHS BETWEEN DELIVERY POINTS
 AVE WIDTH = AVERAGE TOP WIDTH OF WATER SURFACE IN REACH
 SEEPAGE = SOIL SEEPAGE RATE OF REACH
 WORSTELL LOSS = CONVEYANCE LOSS IN REACH BASED ON WORSTELL METHOD
 DELIVERY = TOTAL DELIVERIES IN REACH
 DELIVERY LEFT = SUM(DELIVERIES OF CURRENT AND REMAINING REACHES)
 LOSS FACTOR = WORSTELL LOSS/DELIVERY LEFT
 DELIVERY LOSS = SUM(LOSS FACTORS OF CURRENT AND PREVIOUS REACHES) X DELIVERY;
 REPRESENTS THE LOSSES ASSIGNED TO THE DELIVERIES IN THE REACH;
 IF MULTIPLE RIGHTS WITHIN REACH, DELIVERY LOSSES SHOULD BE
 PRORATED BASED ON SIZE OF DELIVERY FOR EACH RIGHT WITHIN REACH
 FLOW = TOTAL FLOW AT BEGINNING OF EACH REACH

close to
EXCESS AMT

Water Right Claim Number 47-00038
Townships , 14S12E, 15S12E, 15S13E

03/09/2001
See 47-00032



Accession/Serial #: IDIDAA 000763 **BLM Serial #:** IDIDAA 000763**Note:** This record has not been checked against the Legal Land Patent. We don't have an electronic image for this document.**Names****Patentee:** HARRY STEWART**Survey****State:** IDAHO**Acres:** 160.06**Metes/Bounds:** No**Title Transfer****Issue Date:** 9/6/1902**Land Office:** Idaho**Cancelled:** No**U.S. Reservations:** Yes**Mineral Reservations:** No**Authority:** May 20, 1862: Homestead Entry Original (12 Stat. 392)**Document Numbers****Document Nr.:** 1047**Accession/Serial Nr.:** IDIDAA 000763**BLM Serial Nr.:** IDIDAA 000763

Aliquot Parts	Sec./ Block	Township	Range	Fract. Section	Meridian	State	Counties	Survey Nr.
S½NE	1/	15-S	12-E	No	Boise	ID	Twin Falls	
1	1/	15-S	12-E	No	Boise	ID	Twin Falls	
Remarks: LOT 1 OR NENE QUARTER								
2	1/	15-S	12-E	No	Boise	ID	Twin Falls	
Remarks: LOT 2 OR NWNE QUARTER								

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 47-38

WATER RIGHT NUMBER: 47-38

Owner Type

Name and Address

Current Owner

OWYHEE LAND & SHEEP CO

, ZZ

Priority Date: 05/01/1893

Basis: Decreed

Status: Active

Source

HOUSE CREEK ✓

Tributary

CEDAR CREEK

Beneficial Use

From To

Diversion Rate

Annual Volume

IRRIGATION

/ to /

2.000 CFS

STOCKWATER

/ to /

DOMESTIC

/ to /

Total Diversion: 2.000 CFS

Location of Point(s) of Diversion

HOUSE CREEK

Place of Use

IRRIGATION

[illegible]

STOCKWATER same as IRRIGATION

DOMESTIC same as IRRIGATION

Conditions of Approval:

Remarks:

1. General P/U FROM HOMESTEAD CERT. #1047, TWIN FALLS CO.; # NOT IN DECREE.

Comments:

47-038

Photo Provided By Steve Aslett

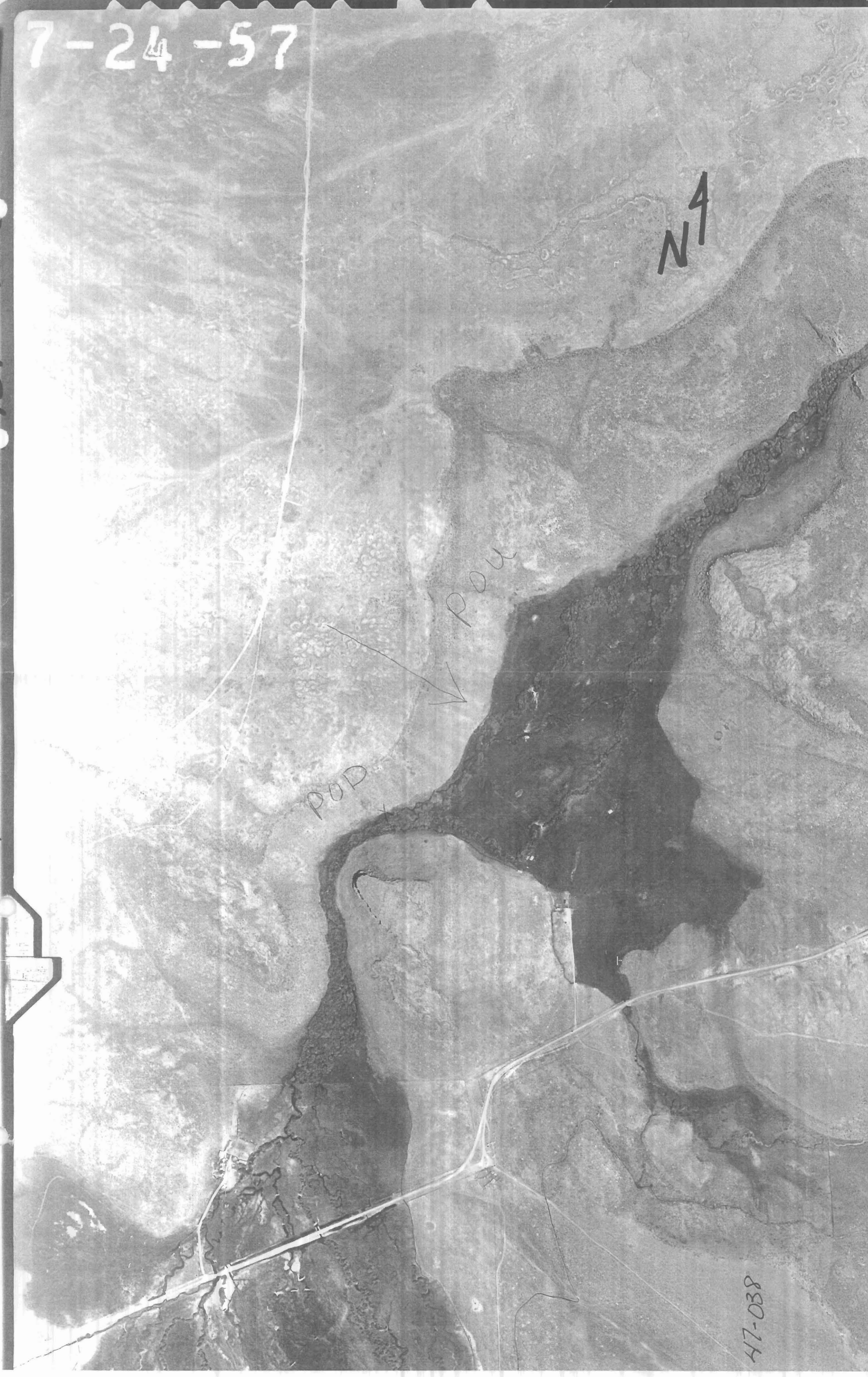
'957 ASCS

7-24-57

N⁴

POD
POU

47-038



✓ 47 3038^{2.0000} 13. That plaintiff the Owyhee Land and Sheep Company, have and enjoy the right to use two cubic feet per second of time of the flow of the waters of said House Creek, for stock and domestic purposes, and for the irrigation of a certain tract of land situated in Twin Falls County, State of Idaho, and described and known as the Harry Stewart Homestead tract, and that priority of said appropriation date from the 1st day of May 1893.

✓ 47 0039 Also, that plaintiff the Owyhee Land and Sheep Company have and enjoy the right to use forty-five fiftieths cubic feet per second of time of the flow of the waters of Cedar Creek and its tributaries, for stock and domestic purposes, and for the irrigation of a certain tract of land situated in Twin Falls County, State of Idaho, and described and known as the John McRae Homestead Entry, comprising 160 acres of land situated in Township 14 South, of Range 13 East of the Boise Meridian, and that priority of said appropriation date from the 1st day of May, 1893.

✓ 47 0040 It is further ORDERED, ADJUDGED AND DECREED that the plaintiff, Vineyard Land and Stock Company, be, and it is hereby given the right to the use of one and three-fifths ($1 \frac{3}{5}$) cubic feet of water per second of time from the waters of House Creek for the Purpose of irrigation and domestic use upon eighty acres of land belonging to said plaintiff located in the north half of the southwest quarter (N2 SW4) and the Northwest quarter (NW4) of section twelve (12) and the south half of the southwest quarter (S2 SW4) of section one (1) in township fifteen (15) south, range twelve (12) east of the Boise Meridian, in Twin Falls County, State of Idaho, the same to date from May 1st, 1889.

✓ 47 0041 And it is further ORDERED, ADJUDGED AND DECREED that the plaintiff Vineyard Land and Stock Company be, and it is hereby given the right to the use of additional waters of said House Creek in the amount of one and two-fifths ($1 \frac{2}{5}$) cubic feet per second for the purpose of irrigation and domestic use upon seventy additional acres of land belonging to said plaintiff and located in the north half of the southwest quarter (N2 SW4) and the northwest quarter (NW4) of Section twelve (12), and the south half of the southwest quarter (S2 SW4) of section one (1), township fifteen (15) south, range

- Brief -

.....
Cassia County *
House Creek *
3.2 sec. ft. *
Irrigation *
Priority 3-29-05 *
.....

S T A T E O F I D A H O

- Water License No. 1246 -

WHEREAS, On the 29th day of March, A. D., 1905, John M. Bratten of Three Creek, County of Owyhee, and State of Idaho, duly made application (No. 1660) to me for a permit to use three and two-tenths cubic feet per second of the waters of House Creek, County of Cassia, State of Idaho, for irrigation and domestic purposes; and,

WHEREAS, On the eighteenth day of May, A. D. 1905, Permit No. 1246 was issued to said applicant for the diversion of said water, and providing for the completion of the works of diversion therein described on or before the eighteenth day of November, A. D. 1905, and for the application to beneficial use of said water on or before the eighteenth day of November, A. D. 1905; and,

WHEREAS, On the first day of November, A. D. 1905, the holder of said permit duly made proof of the completion of adequate works for the diversion of three and two-tenths cubic feet per second of said waters, as evidenced by my Certificate No. 1246, dated November 8, 1905, confirming the completion of works of sufficient capacity for diverting and conveying to the place of intended use 3.2 cubic feet per second of water, with date of priority of March 29, 1905, and,

WHEREAS, On the first day of November, A. D. 1905, proof was duly made of the application to beneficial use of three and two-tenths cubic feet per second of said water;

NOW, THEREFORE, By virtue of the authority vested in me by the laws of the State of Idaho, I hereby grant and confirm to JOHN M. BRATTEN of Three Creek, Idaho, the holder and owner of said Permit No. 1246 a perpetual right, dating from March 29, 1905, to the use of three and two-tenths cubic feet per second of the waters of House Creek in the County of Cassia and State of Idaho, or so much thereof as may be necessary for the purposes herein-
below mentioned, to be diverted at Northwest Quarter of Southeast Quarter of Section One, Township Fifteen South, Range Twelve East of Boise Meridian, and conducted to and upon (South Half of Northeast Quarter and Lots One and Two, Section One, Township Fifteen South, Range Twelve East of Boise Meridian, for the purpose of irrigation and domestic use, subject, however, to the laws of the State of Idaho applicable to a license for the use of the waters of the State, and subject, also, to the local or community customs, rules and regulations which have been or may be adopted from time to time by a majority of the users from a common source of supply, canal or lateral from which such water may be taken, when such rules and regulations have for their object the economical use of such water.

WITNESS My hand and the seal of my office, at Boise, Idaho, this eighth day of November, A. D. Nineteen Hundred and five.

Jas. Stephenson, Jr.

Seal.

State Engineer.

SCANNED

JAN 23 2002

47-2659
51-2003

Recorded November 8, 1905

License Superseded By 47-038

DATE: 02/12/01
PAGE: 17

Audit: 11/10/88 MERRITT 03/30/95 POST-STD 02/10/00 TFAWCETT