

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: A74-00440
Date Received: / /
Receipt No: _____
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILE

1. Name: JOHN GITTLESON
Address: 205 BEACH ST
SALMON ID

208-756-2303

83467

Name: TRACY GITTLESON
Address: 205 BEACH ST
SALMON ID

208-756-2303

83467

2. Date of Priority: JUL 27, 1888

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
21N	23E	30	NE	SW			LEMHI

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
21N	22E	8	NW	NE		IRR	

A74-00440

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Date: 05/16/94



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10. Place of Use: Continued

Section Acres 1.0

Total Acres 1.0

11. Place of use in counties: LEMHI

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

13. Other Water Rights Used:

14. Remarks:

AC. IRR. = .4.

DIV. L-7.

P/U WITHIN BLOCK 5, W. H. ANDREWS SUBD. TO SALMON CITY ORIG.
CHANGE OF OWNERSHIP 5/16/94 SC

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

Decree Plaintiff

vs

Decree Defendant



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - FAX: (208) 525-7177

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

21-Apr-1994

JOHN OR TRACY GITTLESON
205 BEACH ST
SALMON ID 83467

RE: Transfer of Water Right and/or Change in Ownership.

Dear Mr. & Mrs. Gittleson:

The Idaho Department of Water Resources (IDWR) is returning your Application for Transfer of a Water Right and check No. 1641 in the amount of \$51.00 because the Transfer you submitted does not appear to change the original Decreed right in any way.

According to Idaho Code 42-222 a Transfer must be filed with the department when there is a change in point of diversion or place of use. Apparently the only portion of the original right that has changed is the names. If this is true, a Transfer is not necessary. We should be able to change the ownership through the Snake River Basin Adjudication (SRBA).

I have enclosed a computer generated copy of the SRBA Notice of Claim as it was filed by Carl Mathews. If you agree that the Notice of Claim is correct as filed, then you need only to complete the "Change in Water Right Ownership" form and return to my attention. As long as there are no changes there would be no fee at this time.

I understand this may be a rather confusing letter, so please do not hesitate to contact me and I will explain in greater detail. Phone: (208) 525-7161.

Respectfully,

Gregory V. Taylor
Sr. Water Agent, Adjudications

Enclosure: profile report of right #A74-00440.

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NOV 15 1996

AJ0749NP
No. A74-00440

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

DATE: 04/19/94
PAGE: 1

OWNER
CODE
C
C CARL R. MATHEWS
P.O. BOX 491
SALMON ID 83467

PRIORITY
DATE
07/27/1888

WATER USE
IRRIGATION

USE PERIOD
FROM TO
03-15 11-15

DIVERSION
RATE
0.02 CFS

DIVERSION
VOLUME
0.02 CFS

TOTAL DIVERSION:
0.02 CFS

Water Source: LEMHI RIVER
Tributary to: SALMON RIVER

Point(s) of Diversion:
Y21N R23E S30 NESH

Place of use Legal Description for: IRRIGATION
NE

Y	R	S	:	NE	NE	NE	SE	:	NE	NE	SE	:	SUM
21N	22E	8	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	:	
01			:					:				:	1.0
			:					:				:	1.0

TOTAL ACRES
1.0

POU County: LEMHI

Remarks: AC. IRR. = -4.
DIV. L-7.
P/U WITHIN BLOCK 5, W. H. ANDREWS SUBD. TO SALMON CITY ORIG.

Dates: Exam Made Date: Verified Date:
Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

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NOV 15 1995

MAY 16, 1994

JOHN & TRACY GITTLESON
205 BEACH ST
SALMON ID 83467

RE: CHANGE OF OWNERSHIP FOR A74-00440

Dear Mr. Gittleson:

The request for Change of Ownership concerning your Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner.

Enclosed is the typed Notice(s) with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep these Notice for your records.

Respectfully submitted,

Sharla Cox
Adjudication Secretary

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NOV 15 1996



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED
MAY 10 1994

Department of Water Resources
Eastern District Office

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 21N Range 20E
Section 8, 1/4 of NW 1/4 of NE 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s)
Assigned by IDWR: A74-00440 OK JK

☐ Name and Address of Former
Owner/Claimant(s)(Seller): Carl R. Matthews
PO Box 491
Salmon ID 83467

☒ New Owner/Claimant
(Purchaser): John E. TRACY GITTLESON

☒ New Mailing Address: 205 Beach St.
Salmon, ID
83467

☒ New Telephone Number: (208) 756-2303

☒ Does the change in ownership result in a splitting of the water right owned/claimed? yes ~~no~~
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

☐ Attach proof of
ownership, describe
proof attached: Deed @ IDWR

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☒ Signature of New
Owner/Claimant(s): Tracy Gittleson Date 4-29-94

John E. Gittleson Date 4-29-94

☐ Signature of Former
Owner/Claimant(s): _____ Date _____
_____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

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NOV 15 1996

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

DEED OF TRUST

THIS DEED OF TRUST, Made this 14th day of January, 1994,
 BETWEEN JOHN GITTLESON, and TRACY L. GITTLESON,
husband and wife, herein called GRANTOR,
 whose address is 205 Beach St., Salmon, ID 83467
 The American Land Title Co., Inc., herein called TRUSTEE, and VIRGINIA CORY BALL, a married
woman as her sole and separate property,
 herein called BENEFICIARY,
 whose address is Rt 1 Box 181C, Salmon, Id 83467
 WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH
 POWER OF SALE, that property in the County of Lemhi, State of Idaho, described as
 follows, and containing not more than twenty acres:

The South One-Half of Lots 1, 2, 3, 4 and 5, Block 5, W. H.
 Andrews Subdivision, Salmon, Lemhi County, Id

POOR ORIGINAL

[Large handwritten signature]

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon
 Beneficiary to collect and apply such rents, issues and profits,
 For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of
TWENTY THOUSAND AND NO/100 Dollars, (\$ 20,000.00)

final payment due Janua
 and to secure payment of all such
 of them, while record owner of pre
 or expenditures together with interest
 or expenditures shall be optional
 shall stand as continuing security
 A. To protect the security of this D
 1. To keep said property in
 good and workmanlike manner c
 formed and materials furnished
 not to commit or permit waste th
 gate, prune and do all other act
 cluding the general.
 2. To provide, maintain or
 any fire or other insurance po
 mine, or at option of Benefici
 or waive any default or notice
 3. To appear in and def
 to pay all costs and expenses
 Beneficiary or Trustee may a
 4. To pay: at least ten
 with interest, on said proper
 the payments due in accordance with the
 month 1/12 of the estimated annual taxes, assessments, ..
 for Grantor's use and benefit and for the payment by Beneficiary or u
 under this trust.

Announced by the Beneficiary herein to the Grantor herein, or any or either
 instruments representing such further loans, advances
 making of such further loans, advances
 this Deed of Trust that it

JOHN E. OR TRACY L. GITTLESON
 908017-9
 205 BEACH ST.
 SALMON, ID 83467

Copy

1641
 92-7308/3241

April 12 1994

Pay to the
 Order of Idaho Department of Water Resources \$ 51.00
Fifty One and 00/100 Dollars

East Idaho Federal Credit Union
 P.O. Box 838
 Salmon, ID 83467

For Water - Irrigation *Tracy Gittleson*

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the pro
 penditure at the rate of interest specified in the above described promissory note.
 6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation w
 without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such
 extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes;
 appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase,
 contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any
 such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay all costs and charges.
 B. It is mutually agreed that:
 1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof, hereby assigned
 and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above pro
 vided for disposition of proceeds of fire or other insurance.
 2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due
 of all other sums so secured or to declare default for failure so to pay.
 3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this