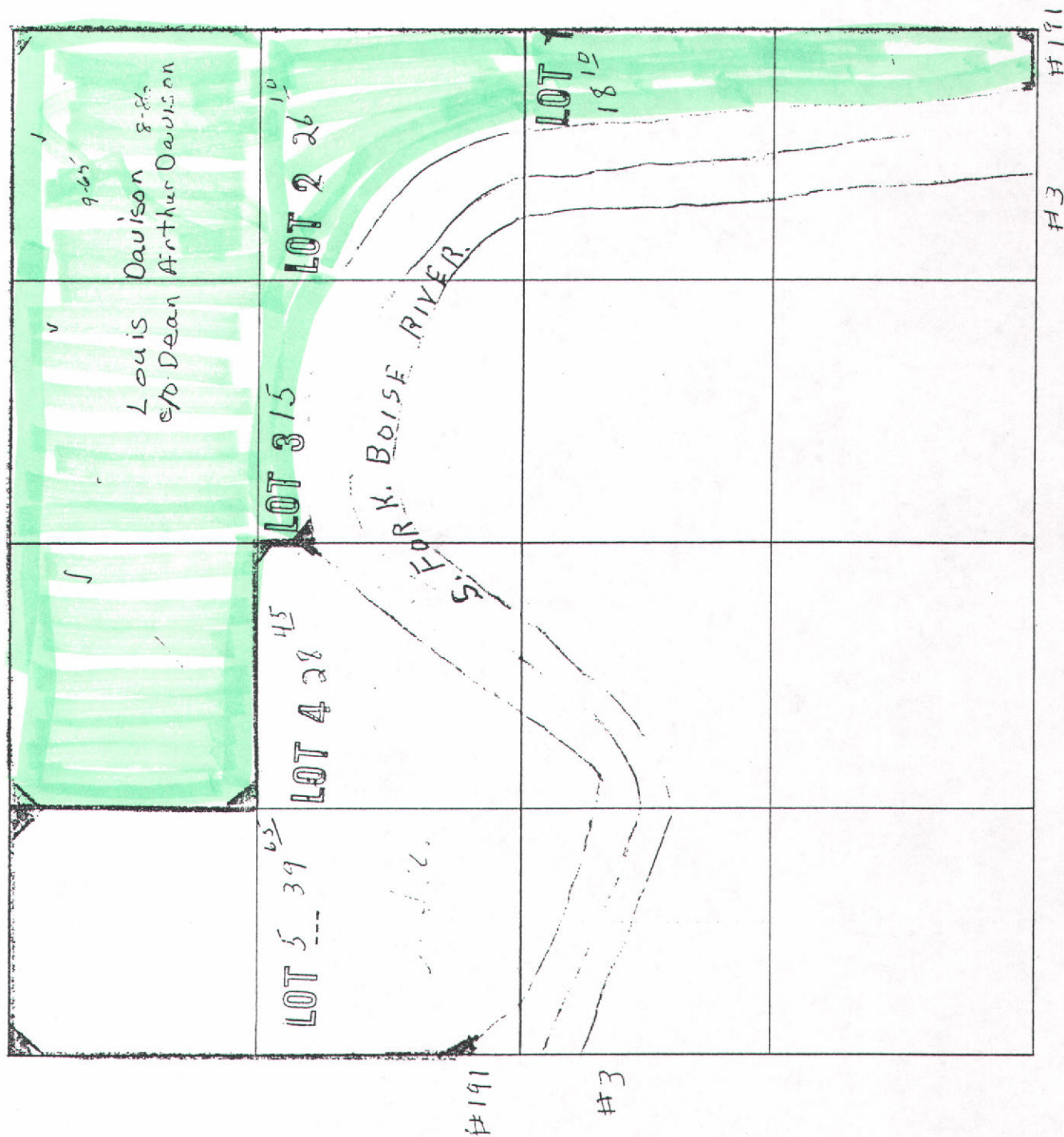




MICROFILMED
AUG 14 1985

Section 33 Township 2N Range 7E

Sketch is for informational purposes only.
Guaranty Title Inc.
assumes no liability for variations.



Section 34 Township 2 N Range 7 E

	2-10 C. Cook		1-10
7-29-65 Louis Davison			
40 Dean Arthur 8-86 Davison		6-8 L. G. Davison & Sons Inc	

Insurance no liability for variations.
Quaranty Title Inc.
purposes only.



Photo 1. FX Oct. 17, 2001. Photos by RDH. POD for 63-95 Smith Creek Located T02N, R08E, S07, NWNWSW Lot 3. View is on East bank to South,



Photo 2: Screw head gate on east bank.



Photo 3: View shows rock dam and head gate from West bank to East side.



Photo 4: Overlook from photo 3.



Photo 5: Pierce Ditch. 63-95, Smith Creek.

Photo 6. FX Oct. 23, 2001. Photos by RDH. 63-95. POU view to east from access road in the NWNE, S33.



Photo 7. POU view to west from the NENE, S33 to the NWNE.



Photo 8. View of POU at upper springs, view to the south where 63-19572 overlaps Smith Creek 63-95 in the NENE, S33.



T02N, R07E
S33 & S34

Idaho Department of Water Resources

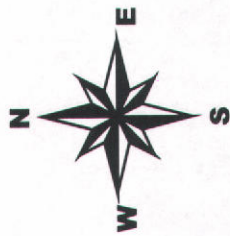
Claims: 63-00095
Updated: 17 DEC 01
By: Ron Howerton

 Place of use

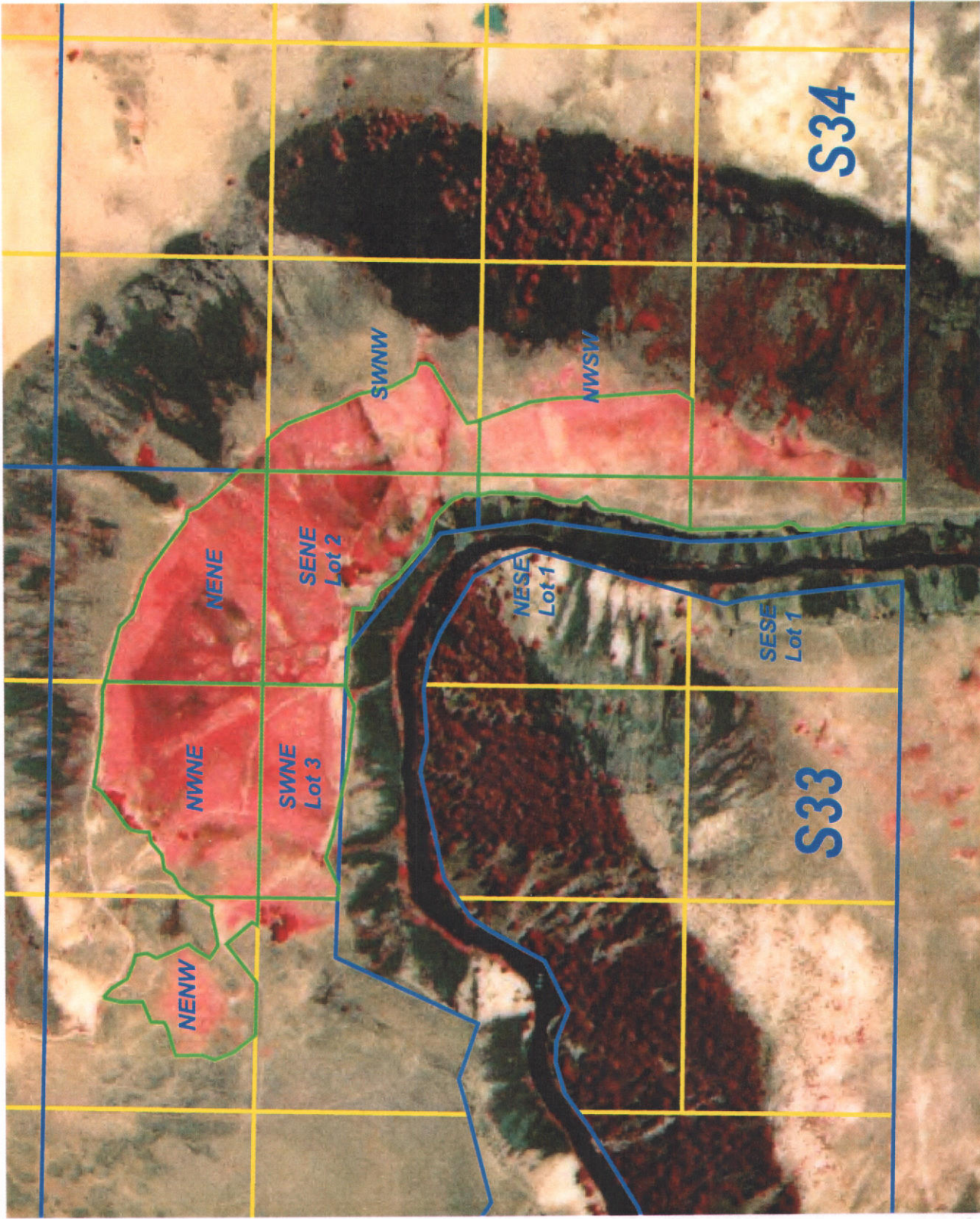
 POD

 SECTION

 1/4 1/4



1987 NAPP



**T02N, R07E
S33 & S34**

Idaho Department of Water Resources

**Claims: 63-00095
Updated: 17 DEC 01
By: Ron Howerton**

 Place of use

 POD

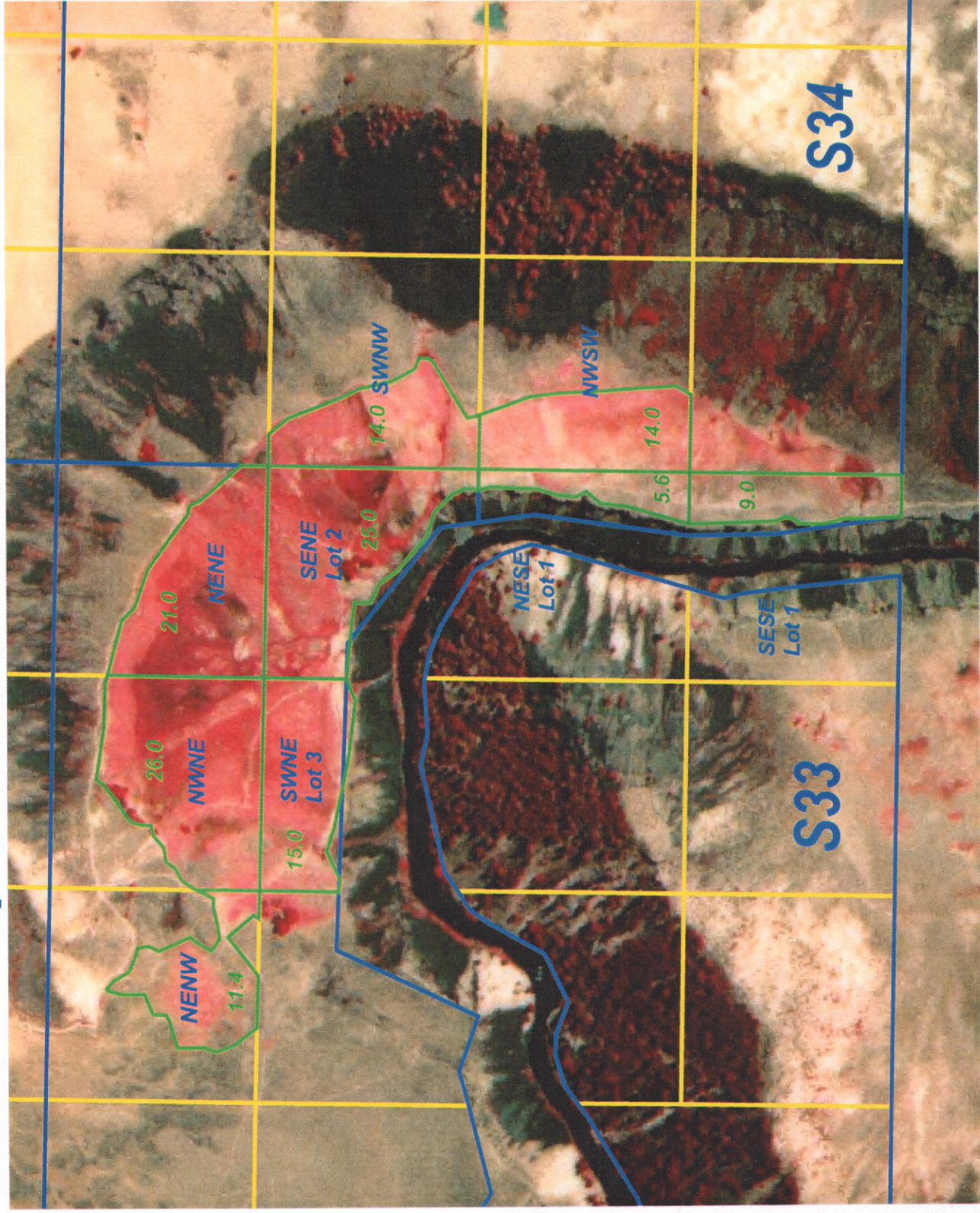
 SECTION

 1/4 1/4

141.0 Acres



1987 NAPP

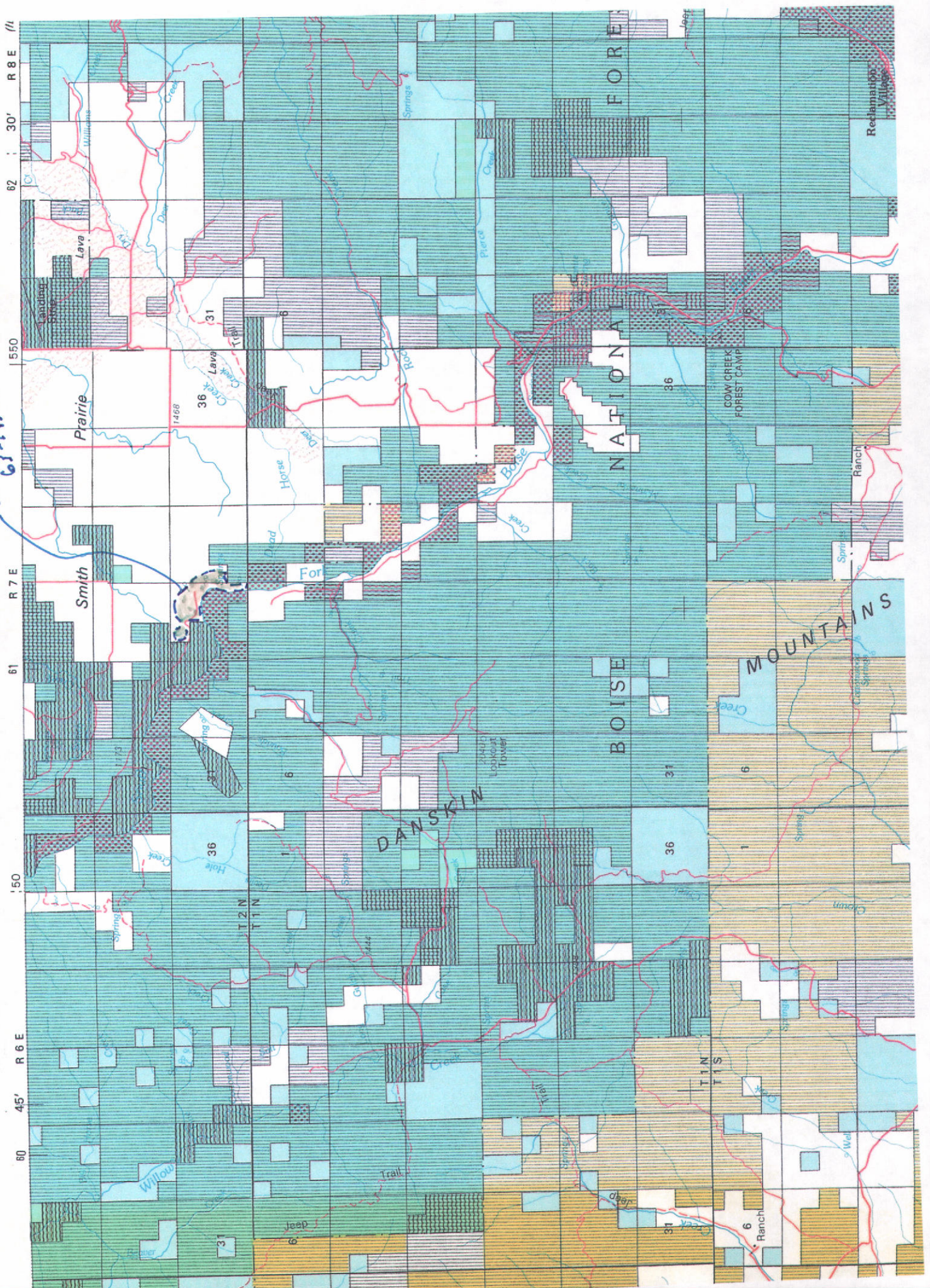


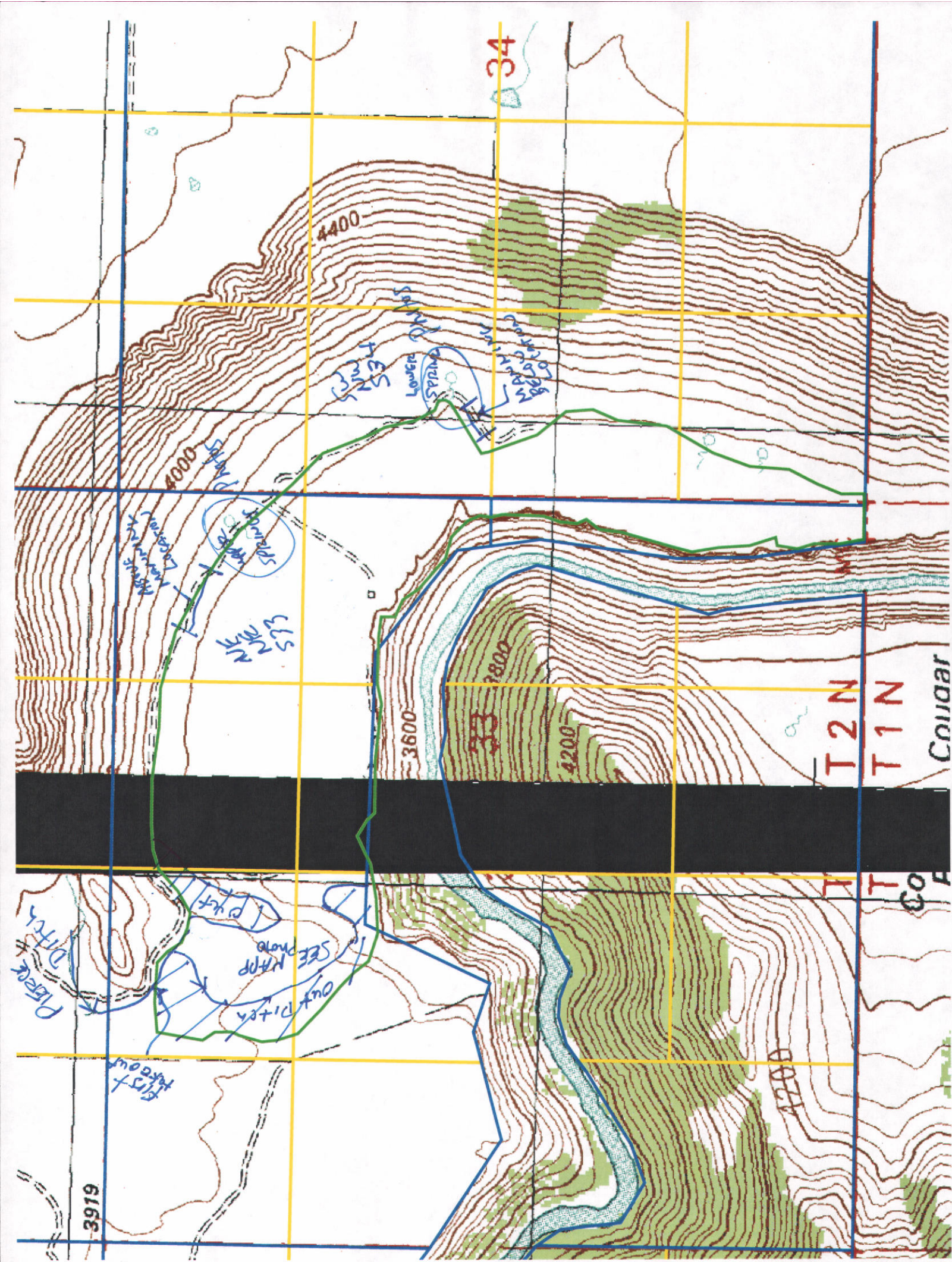
NWNWSW Lot 3
T02N, R08E S07

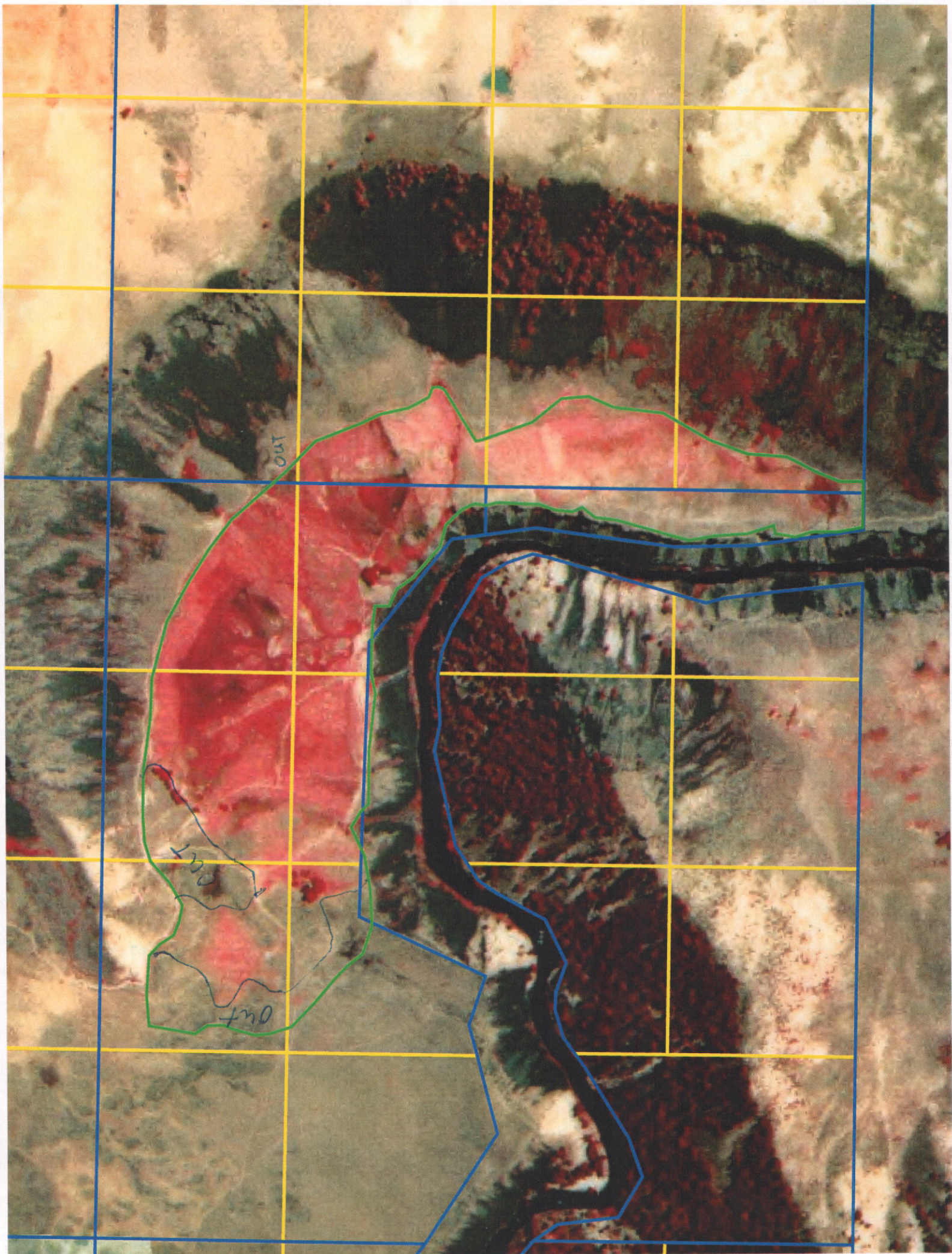


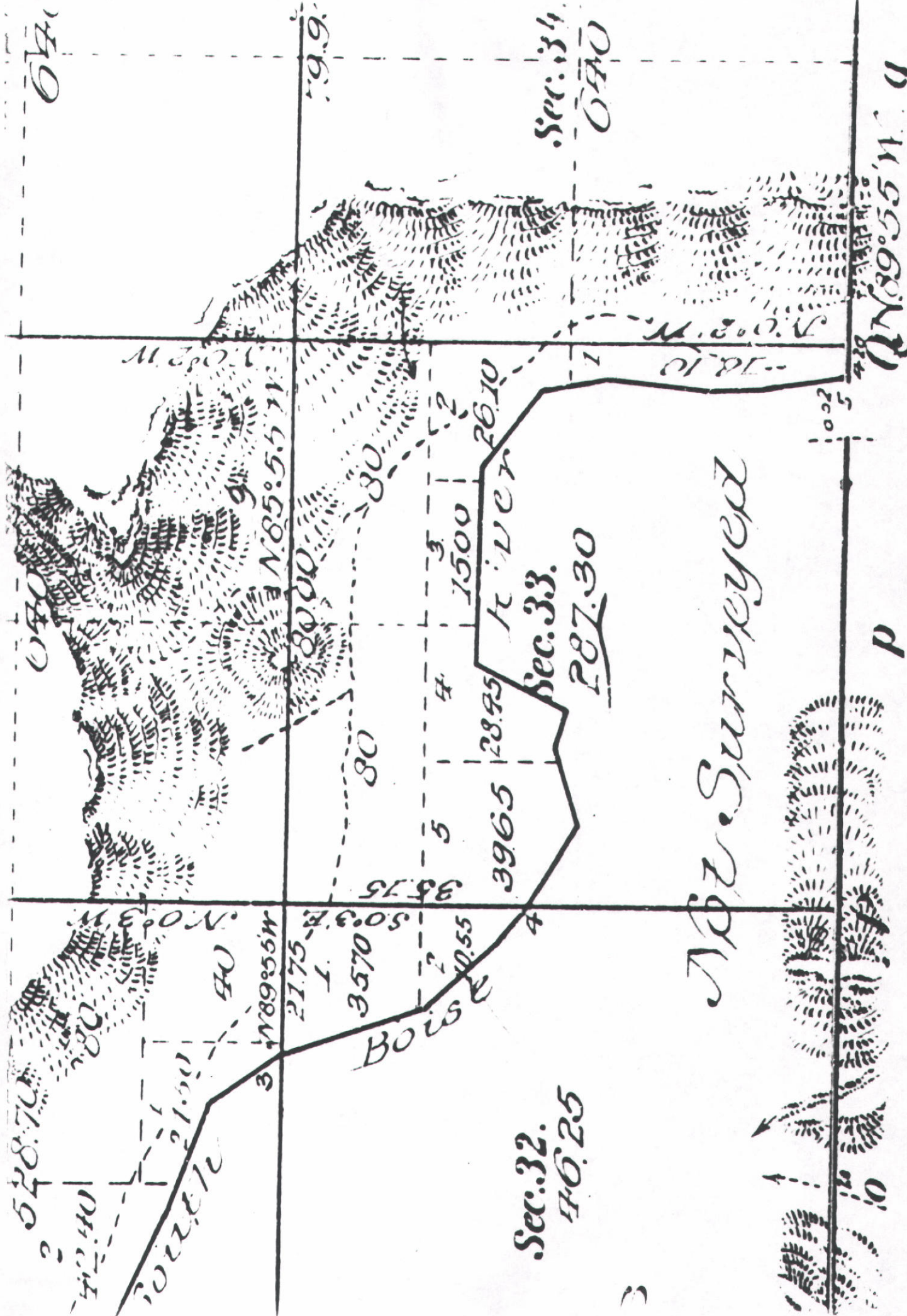
1:100,000 BLM MAP
MOUNTAIN HOME 1978

63-95 &
63-19572









Total number of Acres 15968 35

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: A63-00095
Date Received: 11/14/1989
Receipt No: CO 12955
Received By: CEX

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DEAN DAVISON 208-868-3216
Address: C/O PRAIRIE STAGE
MOUNTAIN HOME, ID 83647
2. Date of Priority: AUG 10, 1897
3. Source: SMITH CREEK Trib. to: BOISE RIVER, SOUTH FORK
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02N	08E	7	NW	NW	SW		ELMORE

5. Description of diverting works:
HEADGATE & GRAVITY DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	4.710		
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is 450.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER FOR UP TO 200 HEAD/RANGE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	07E	33	NE	NE		IRR	25.0
			NE	NE		STOCK	

A63-00095

Page 1

Date: 11/21/89

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AUG 14 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres		
02N	07E	33	NW	NE		IRR	30.0		
			NW	NE		STOCK			
			SW	NE	3	IRR	20.0		
			SW	NE	3	STOCK			
			SE	NE	2	IRR	15.0		
			SE	NE	2	STOCK			
			NE	NW		IRR	30.0		
			NE	NW		STOCK			
			NE	SE	1	IRR	10.0		
			NE	SE	1	STOCK			
			SE	SE	1	IRR	10.0		
			SE	SE	1	STOCK			
			Section Acres						140.0
			34	SW	NW		IRR	20.0	
SW	NW			STOCK					
NW	SW			IRR	20.0				
NW	SW			STOCK					
Section Acres						40.0			
Total Acres						180.0			

11. Place of use in counties: ELMORE

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

13. Other Water Rights Used:

IRRIGATION AND STKWTR.CLAIMED FR.SPRGS.SECS.33,34,T2N,R7E.

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

THEODORE PIERCE

Decree Plaintiff

vs

WM. PIERCE

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 Individuals:

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

Signature of Claimant(s): Dean Davison Date: 11/21/89

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 21st day
of November 19 89
Donna L. Smith
Notary Public

Seal

Residing at Boise, Idaho
My Commission Expires 11/8/94

MICROFILMED
AUG 14 1992

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 63-95
Date Received: 11/21/1989
Receipt No: C012955
Received By:

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

1. Name of Claimant(s)

L G DAVISON & SONS INC Phone: (208)868-3243
1969 PRAIRIE RD
PRAIRIE ID USA 83647-9803

2. Date of Priority: 08/10/1897

3. Source: SMITH CREEK Trib. to: BOISE RIVER SOUTH FORK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02N	08E	7	NW NW SW	ELMORE	

5. Description of diverting works:

HEADGATE & GRAVITY DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	4.71	
STOCKWATER	1/01	12/31	0.05	

7. Total Quantity Appropriated is:
4.71 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
02N	07E	33	NE	NE		IRRIGATION	25
			NW	NE		IRRIGATION	30
			SW	NE	3	IRRIGATION	20
			SE	NE	2	IRRIGATION	15
			NE	NW		IRRIGATION	30
			NE	SE	1	IRRIGATION	10
			SE	SE	1	IRRIGATION	10
			NE	NE		STOCKWATER	
			NW	NE		STOCKWATER	
			SW	NE	3	STOCKWATER	
			SE	SE	1	STOCKWATER	
			SE	NE	2	STOCKWATER	
			NE	NW		STOCKWATER	
			NE	SE	1	STOCKWATER	
						Section Acres	140
			02N	07E	34	SW	NW
NW	SW					IRRIGATION	20
SW	NW					STOCKWATER	
NW	SW					STOCKWATER	
			Section Acres	40			
			Total Acres	180			

11. Place of use in counties: ELMORE

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

13. Other Water Rights Used:

14. Remarks:

Address change by DB 10/29/2001

OWNERSHIP CHANGED BY RDH ON 12/17/01.

15. Basis of Claim: Decreed

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 63-95
Date Received: 11/21/1989
Receipt No: C012955
Received By:

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

1. Name of Claimant(s): DEAN DAVISON Phone: (208)868-3216
180 N WYLIE DR
PRAIRIE ID USA 83647

2. Date of Priority: 08/10/1897

3. Source: SMITH CREEK Trib. to: BOISE RIVER SOUTH FORK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02N	08E	7	NW NW SW	ELMORE	

5. Description of diverting works:

HEADGATE & GRAVITY DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	4.71	
STOCKWATER	1/01	12/31	0.05	

7. Total Quantity Appropriated is:
4.71 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	
02N	07E	33	NE	NE	IRRIGATION	25	
			NW	NE		IRRIGATION	30
			SW	NE	3	IRRIGATION	20
			SE	NE	2	IRRIGATION	15
			NE	NW	IRRIGATION	30	
			NE	SE		1	IRRIGATION
			SE	SE	1	IRRIGATION	10
			NE	NE	STOCKWATER		
			NW	NE		STOCKWATER	
			SW	NE	3	STOCKWATER	
			SE	SE	1	STOCKWATER	
			SE	NE	2	STOCKWATER	
			NE	NW	STOCKWATER		
			NE	SE		1	STOCKWATER
Section Acres						140	
02N	07E	34	SW	NW	IRRIGATION	20	
			NW	SW		IRRIGATION	20
			SW	NW	STOCKWATER		
			NW	SW		STOCKWATER	
Section Acres						40	
Total Acres						180	

11. Place of use in counties: ELMORE

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

13. Other Water Rights Used:

14. Remarks:

Address change by DB 10/29/2001

15. Basis of Claim: Decreed

RECEIVED

OCT 25 2001

WATER RESOURCES
WESTERN REGION

PD ISSUED
UPON:

63-19585
63-19589
63-19594
63-19706

**SNAKE RIVER BASIN ADJUDICATION
CHANGE IN ADDRESS OF NOTICE OF CLAIM**

Claim Number(s): 63-00095 63-19572
63-00107 63-19704
ET-AL 63-3334

Previous Mailing Address: C/O PRAIRIE STAGE

MOUNTAIN HOME, ID 83647

New Mailing Address:

180 N Wylie Drive
PRAIRIE ID 83647

Telephone Number:

(208) 868-3216

Signature of Claimant(s):

Dean Davison

Please return this completed form to:

Adjudication Bureau
Idaho Dept. of Water Resources
1301 N. Orchard St.
Boise, ID 83706-2237
Ph. 1/800/451-4129 or
FAX 208/327-5400

Adjudication Bureau
Idaho Dept. of Water Resources
2735 Airport Way
Boise, ID 83705-5082
Ph. 208/334-2190 or
FAX 208/334-2348

Adjudication Bureau
Idaho Dept. of Water Resources
1341 Fillmore St., Ste. 200
Twin Falls, ID 83301-3380 or
FAX 208/736-3037

Adjudication Bureau
Idaho Dept. of Water Resources
900 N. Skyline, Ste. A
Idaho Falls, ID 83402-3653 or
FAX 208/525-7177

FOREST SERVICE
INTERMOUNTAIN REGION

INTERMOUNTAIN

R

IF S. NO. 194-30
NG GULCH)

115° 37' 30"
43° 30'
4817000m N.

612000m E.

613

614

357 PRAIRIE 0.9 MI. 615

142

Canyon

21

22

23

S M I H

D

142

Black

28

27

116

NE NW
P.O. 1RA
9 STK

B O I S

34

T 2 N
27'30"

T 1 N

Cougar

Flat

Lambert

Dead

Horse #2

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

RECEIVED

DEC 13 2001

WATER RESOURCES
WESTERN REGION

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
	A63-00095				
	A63-19572				

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) DEAN DAVISON
C/O PRAIRIE STAGE MOUNTAIN HOME ID 83647
4. New Owner/Claimant(s) L G DAVISON & SONS INC
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 1969 PRAIRIE RD
- City, State and ZIP Code PRAIRIE ID 83647-9803
- New Telephone Number (208) 868-3243
5. Date you acquired the property _____

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) P. E. Hovine, Pres.
(include title if applicable)

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 _____

HALL, FRIEDLY & WARD

A PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
340 EAST 2ND NORTH
MOUNTAIN HOME, IDAHO 83647

PERCE HALL
JAY R. FRIEDLY
ROBERT W. WARD
CLAY M. SHOCKLEY

TELEPHONE
(208) 587-4412
FACSIMILE
(208) 587-3144
E-MAIL
hfw@micron.net

January 11, 2000

L. G. Davison & Sons
% Prairie Stage
Box 56
Mountain Home, Idaho 83647

ATTENTION: Bill Davison

RE: Land Purchase from Dean Arthur Davison

Gentlemen:

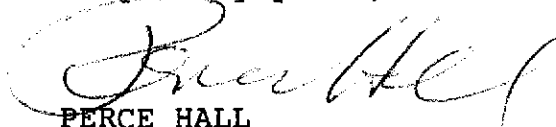
I have set up the escrow with Guaranty Title, and I have paid the escrow fee in the amount of \$300.00. I am enclosing a signed copy of the Sales Contract and Escrow Agreement for your records.

I have finally obtained the title insurance policy from Guaranty Title, and I am enclosing the original title policy for your records. I call your attention to Paragraph 9, under "Exceptions" which shows that a mortgage from Davison to the U. S. Bank, National Association, encumbers the property, and that the original amount of the loan was \$187,950.00. The Escrow Agreement instructs Guaranty Title to remit all their future payments to U. S. Bank. Before the contract is paid out, we should check with the Bank to be sure that the mortgage will be paid in full and discharged before you make your last payment on the contract. I have sent a copy of the title insurance policy to Dean and called his attention to the fact that this mortgage should be paid in full before final payment under the contract.

I am enclosing a statement for the escrow fee paid by us and for the attorneys fees in connection with the transaction. I have sent a copy of this statement to Dean, since the contract provides that he is to pay one-half of the amounts.

If you have any questions, please let me know.

Very truly yours,



PERCE HALL

PH/cl
Enclosures

HALL, FRIEDLY & WARD

A PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
340 EAST 2ND NORTH
MOUNTAIN HOME, IDAHO 83647

PERCE HALL
JAY R. FRIEDLY
ROBERT W. WARD
CLAY M. SHOCKLEY

January 11, 2000

TELEPHONE
(208) 587-4412
FACSIMILE
(208) 587-3144
E-MAIL
hfw@micron.net

STATEMENT OF ACCOUNT

L. G. Davison & Sons
% Prairie Stage
Box 56
Mountain Home, Idaho 83647

Paid Guaranty Title Escrow Fee on
the Contract with Dean Davison.....\$ 300.00

Attorney Fee for services rendered,
including drafting Sales Contract,
Escrow and Warranty Deed, consultations,
setting up escrow, securing title in-
surance and letters to Seller and Buyer..... 500.00

TOTAL.....\$ 800.00



ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commonwealth
A LANDAMERICA COMPANY

OWNER'S POLICY OF TITLE INSURANCE

POLICY NUMBER

A60-482457

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Wm. Chadwick Perrine

Secretary



By:

Janet A. Albert

President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Issued With Policy No.:

POLICY OF TITLE INSURANCE
SCHEDULE A

Amount of Insurance: \$225,000.00

Policy No.: A60-482457

Premium: \$930.00

File No.: 99-983

Date of Policy: December 29, 2099 at 5:00 P.M.

1. Name of Insured:

L. G. Davison & Sons, Inc.

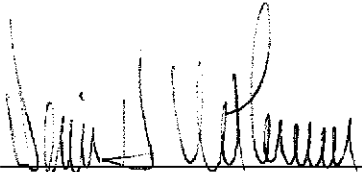
2. The estate or interest in the land which is covered by this policy is:
fee simple

3. Title to the estate or interest in the land is vested in:

Dean Arthur Davison, an unmarried man

4. The land referred to in this policy is described in the said instrument, is situated in the
County of Elmore, State of Idaho, and is identified as follows:

(See Attached)

Countersigned: 

Dennis H. Wetherell/Mary Egusquiza
Authorized Officer or Agent

LEGAL DESCRIPTION

Lots 5 and 6 of Section 3, Township 1 North, Range 7 East, Boise Meridian, Elmore County, Idaho.

Lots 1, 2 and 3, the NE1/4 of the NW 1/4, and the North 1/2 of the NE1/4 of Section 33, Township 2 North, Range 7 East, Boise Meridian, Elmore County, Idaho.

The SW1/4 of the NW1/4 and the NW1/4 of the SW1/4 of Section 34, Township 2 North, Range 7 East, Boise Meridian, Elmore County, Idaho.

SAVE AND EXCEPT all minerals in or under said land including but not limited to metals, oils, gas, coal, stone and mineral rights, mining rights and easements rights or other matters relating thereto whether expressed or implied.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

GENERAL (STANDARD) EXCEPTIONS

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

EXCEPTION NO(S) are hereby omitted.

SPECIAL EXCEPTIONS

8. General taxes for the year 2000, which are a lien and are not yet due and payable.
9. Mortgage dated June 10, 1998, executed by Dean A. Davison also known as Dean Arthur Davison and Janet J. Davison, husband and wife, as Mortgagor; and U.S. Bank National Association, as Mortgagee; secures the payment of \$187,950.00 together with interest and any other obligations secured thereby; recorded June 10, 1998, as Instrument No. 308522, records of Elmore County, Idaho.
10. Right of Access to and from the land, if any, is not established of record and assurance of such right is excluded from coverage of this policy.
11. Water rights and mineral rights, claims or title to water and minerals.
12. Financing Statements, Seed and Farm Laborer's liens against individuals which are filed in the office of the Secretary of State.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A; or,
- (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to its Corporate Headquarters, 101 Gateway Centre Parkway, Gateway One, Richmond, Virginia 23235-5153. Mailing address: P.O. Box 27567, Richmond, Virginia 23261-7567.

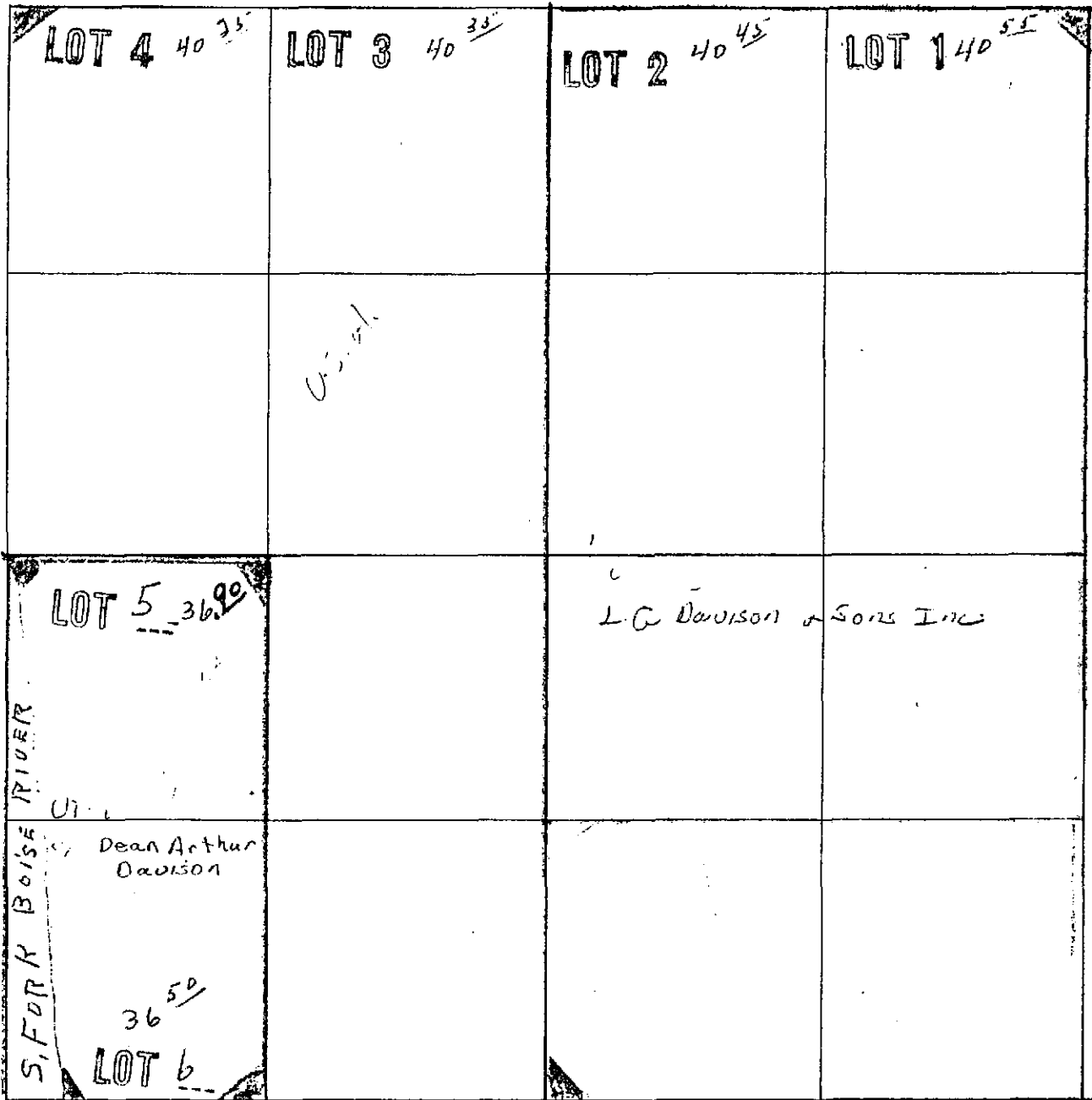
Guaranty Title Inc.
assumes no liability for variations.

Section 34 Township 2 N Range 7 E

	2-11-10 C. Cook		1-10
2-11-10 Louis Davison			6-8-10
4-29-65 C/O Dean Arthur 8-86 Davison		L. G. Davison & Sons Inc	

Quaranty Title Inc.
purposes only.
no liability for variations

Section 3 Township 1N Range 7 E



This sketch is for location
purposes only.
Guaranty Title Ins.
and Liability for rent only.

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 63-95
Date Received: 11/21/1989
Receipt No: C012955
Received By:

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

1. Name of Claimant(s): DEAN DAVISON Phone: (208)868-3216
180 N WYLIE DR
PRAIRIE ID USA 83647

2. Date of Priority: 08/10/1897

3. Source: SMITH CREEK Trib. to: BOISE RIVER SOUTH FORK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
02N	08E	7	NW NW SW	ELMORE	

5. Description of diverting works:

HEADGATE & GRAVITY DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	4.71	
STOCKWATER	1/01	12/31	0.05	

7. Total Quantity Appropriated is:
4.71 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	
02N	07E	33	NE	NE		IRRIGATION	25
			NW	NE		IRRIGATION	30
			SW	NE	3	IRRIGATION	20
			SE	NE	2	IRRIGATION	15
			NE	NW		IRRIGATION	30
			NE	SE	1	IRRIGATION	10
			SE	SE	1	IRRIGATION	10
			NE	NE		STOCKWATER	
			NW	NE		STOCKWATER	
			SW	NE	3	STOCKWATER	
			SE	SE	1	STOCKWATER	
			SE	NE	2	STOCKWATER	
			NE	NW		STOCKWATER	
			NE	SE	1	STOCKWATER	
Section Acres						140	
02N	07E	34	SW	NW		IRRIGATION	20
			NW	SW		IRRIGATION	20
			SW	NW		STOCKWATER	
			NW	SW		STOCKWATER	
Section Acres						40	
Total Acres						180	

11. Place of use in counties: ELMORE

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

13. Other Water Rights Used:

14. Remarks:

Address change by DB 10/29/2001

15. Basis of Claim: Decreed

RECEIVED

OCT 25 2001

WATER RESOURCES
WESTERN REGION

PD 155460
UPON :

63-19585
63-19589
63-19594
63-19706

**SNAKE RIVER BASIN ADJUDICATION
CHANGE IN ADDRESS OF NOTICE OF CLAIM**

63-00095 63-19572
63-00107 63-19704

Claim Number(s):

ET - AC 63-3334

Previous Mailing Address:

C/O PRAIRIE STAGE

MOUNTAIN HOME, ID 83647

New Mailing Address:

180 N Wylie Drive

PRAIRIE ID 83647

Telephone Number:

(208) 868-3216

Signature of Claimant(s):

Dean Dawson

Please return this completed form to:

Adjudication Bureau
Idaho Dept. of Water Resources
1301 N. Orchard St.
Boise, ID 83706-2237
Ph. 1/800/451-4129 or
FAX 208/327-5400

Adjudication Bureau
Idaho Dept. of Water Resources
2735 Airport Way
Boise, ID 83705-5082
Ph. 208/334-2190 or
FAX 208/334-2348

Adjudication Bureau
Idaho Dept. of Water Resources
1341 Fillmore St., Ste. 200
Twin Falls, ID 83301-3380 or
FAX 208/736-3037

Adjudication Bureau
Idaho Dept. of Water Resources
900 N. Skyline, Ste. A
Idaho Falls, ID 83402-3653 or
FAX 208/525-7177

SS

ADDRESS FM

Revised 12/13/1999

IDWR Use Only:

Data Entry: DE

Date: 10/29/01

U.S. NO. 184-311
ING GULCH

FOREST SERVICE
INTERMOUNTAIN REGION

WITH TOWNSHIP
R



NE NW
P.D.I.R.A
9 STK

IDAHO DEPARTMENT OF WATER RESOURCES 12/19/2001
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

NAME AND ADDRESS: L G DAVISON & SONS INC
1969 PRAIRIE RD
PRAIRIE ID 83647-9803

SOURCE: SMITH CREEK TRIBUTARY: SOUTH FORK BOISE RIVER
QUANTITY: 4.71 CFS

THIS RIGHT WHEN COMBINED WITH RIGHT NO. 63-19572 SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE WHEN MEASURED AT THE FIELD HEAD GATE.

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

PRIORITY DATE: 08/10/1897

POINT OF DIVERSION:

T02N R08E S7 NWNWSW Lot 3 Within ELMORE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	4.710 CFS
STOCKWATER	01/01 12/31	0.050 CFS

PLACE OF USE: IRRIGATION Within ELMORE County

T02N R07E S33	NENE	21.0	T02N R07E S33	NWNE	26.0
T02N R07E S33 Lot 3	SWNE	15.0	T02N R07E S33 Lot 2	SENE	25.0
T02N R07E S33	NENW	11.4	T02N R07E S33 Lot 1	NESE	5.6
T02N R07E S33 Lot 1	SESE	9.0	T02N R07E S34	SWNW	14.0
T02N R07E S34	NWSW	14.0			

STOCKWATER same as IRRIGATION

141 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 63-19572 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 141 ACRES 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. THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: Decreed

STOCKWATER, 200 RANGE CATTLE.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGION ADJUDICATION SECTION
CLAIM VERIFICATION FIELD EXAM SHEET
(Use with the ECVR)

CLAIM NO(s). 63-95

1. ☒ No Change NAME IS SAME
☐ NEW OWNER: _____
☐ No Change ADDRESS
☐ NEW ADDRESS: _____
2. ☒ No Change - DATE OF PRIORITY: Completed evidence submitted
☐ Incomplete - Claimant should be asked during the exam when was water first used and submit proof of date of priority.

Priority date, per claimant, is: _____
(If the priority date, based on your exam, seems questionable, explain below.)

3. ☒ No Change — SAME SOURCE
☐ Source is different than that claimed:

Source found: _____

4. ☒ No Change — POINT OF DIVERSION *PER GPS*
☐ Point of diversion is different than the claim and/or new P/D's:

Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____ 1/4 _____
Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____ 1/4 _____

5. ☒ No Change - DESCRIPTION OF DIVERTING WORKS
☐ Incomplete description, list below:

6. ☒ No Change - WATER USES

☐ Different uses, (list uses found):

Use _____	From _____	To _____	Amount _____	CFS _____	AFA _____
Use _____	From _____	To _____	Amount _____	CFS _____	AFA _____
Use _____	From _____	To _____	Amount _____	CFS _____	AFA _____

7. ☒ No Change - TOTAL VOLUME

☐ Incomplete on claim, the total is, Amount _____ CFS _____ AFA

☐ Changes found, the new total is, Amount _____ CFS _____ AFA

8. ☒ No Change - NON-IRRIGATION USES:

☐ Changes Exam found:

Domestic # of homes: _____ Stock # _____ List types: _____

Additional comments: _____

9. ☒ No Change — PLACE OF USE: (If changed, list below.)

Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____
Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____
Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____
Use: _____	Township _____	Range _____	Section _____	1/4 _____	1/4 _____

Remarks: (Comments pertinent to field examination) See additional attachment

SEE THIS FILE FOR PHOTOS/DESCRIPTIONS, PROFILE REPORT
FOR RECOMMENDATIONS AND OTHER SOURCE DATA SUCH
AS CONVEYANCE LOSS AND OVERLAP REVIEW

☐ SYSTEM DIAGRAM INCLUDED

☐ NA

☐ Shown on GIS Layout

☐ CK IF IN OFFICE EXAM

DATE EXAM CONDUCTED: OCT 17, 2001

FIELD EXAMINER: _____

RON HOWERTON

Print Name

Ron Howerton

Signature

Follow up fx
on Oct 23, 2001

OF CREE STATES DOMESTIC
WITH AS 5 to 1000000
DATE: 11/02/01
PAGE: 1

DATE: 11/02/01
PAGE: 1

—

**DIVERSION
VOLUME**

7

1

Stage: DECEED
ELMORE County

2

SESE
Lt AC Lt AC
01 10
TOTAL ACRES 9

```
SE      SESE  
E SWSE SESE  
C Lt AC Lt AC  
- - - -  
01-S
```

Objection Filed Date:

Field Inspection
Presumption Flag:

Exp Punkt: 200 Punkte
Stockwerk: 1200 Punkte

c18
v05
v08
v29
E17

vols of Field Notes
vols. Aves
comb. 1952
w/14

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

WR5809NP
No. 63-00095

OWNER	NAME & ADDRESS	PRIORITY	DATE	WATER USE	USE PERIOD	DIVERSION	DIVERSION
CODE					FROM TO	RATE	VOLUME
C	THEODORE PIERCE	08/10/1897	IRRIGATION		00/00 00/00	4,710 CFS	
TOTAL DIVERSION:						4,710 CFS	

Water Source: SMITH CREEK Tributary to: BOISE RIVER, SOUTH FORK Stage: DECREED

Place of Use Legal Description for: IRRIGATION									
NE									
T	R	S	WENE	NWNE	SWNE	SENE	NWSE	SWSE	SESE
			Lt	Ac	Lt	Ac	Lt	Ac	Lt
02N 07E 33	:	I	03-I	02-I	:	I	I	I	:
02N 07E 34	:	I	:	:	:	I	:	:	:
SUM									

Pou County: ELMORE

Dates: App. Received: 08/10/1897

Proof Due Date:
Exam Made Date:
Exam Sent to S.O.:

Misc: Water District Number: 638 Field Exam Fee:

Audit: 02/11/86 05/01/88 CONVERT 07/20/89 CURTIS

Idaho Dept. of Water Resources
Place of Use Comparison Report

Type	WR #	Owner	Source	TRS	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW
Rec	63 19572	L G DAVISON & SONS INC,	SPRINGS	02N07E33	5			21.4					
Right	63 2020	LOU T BATES, HUGH C BATES,	SMITH CREEK	02N07E33									
Rec	63 95	L G DAVISON & SONS INC,	SMITH CREEK	02N07E33	21	26	15	25	11.4				
Right	63 95	THEODORE PIERCE,	SMITH CREEK	02N07E33	X	X	X	X	X				
Right	63 96A	E M WOLFE,	SMITH CREEK	02N07E33						X	X	X	

Idaho Dept. of Water Resources
Place of Use Comparison Report

NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	Total
			5.6			9	41
		40					40
			5.6			9	113
			X				0
							0

AGENT Ron Howerton DATE 12-19-01

USE / SOURCE	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		

Smith Cr | Springs (OVERLAP)
2nd Fx 63-00095 & 19572
10/23/01

- First Fx was done 10-12-01 taking photos & locating POD, accompanied by ELMER IRELAND
- 2nd Fx accompanied by: Ron Davison

1) Long ditch varies in width and type of material. Big ditch loss in canyon wall. Desert very unlike ditch mark like cr through here part of ditch has pipe in it to avoid some ditch loss. -SEE CONU LOSS EST.

2) Springs claimed for 19572 needed a measurement made 2 measurements 1 maximum ABOVE both Springs and 1 maximum below Springs in same ditch that carries both Smith Cr and Springs water. The difference between upper and lower should show more below to justify Spring flow for this height.

3) GPS READINGS AT Ditch for both upper and lower and photos of each made. Photos of places of use at lower Springs and upper Springs & near ENE of Field on the west side.

4) Place of use over-lap beginning with upper Springs in the NENE S33, with Smith Cr.

AL3-00095 / 19572 FIRST
EX 10-17-01

RON
DAWSON POD Bought from Dean Dawson ACCOMPANIED
CPS SC DEAN BY KEMAN
IRELAND

THIS POD HAS SCRAPES AND DITCH
(PIGEE DITCH AKA)

ROCK DAM BOARDS

THE DITCH IS ABOUT SAME AS TRINITY DITCH
ABOUT 8' WIDE AND MORE IN PLACES &
SAME 24" BELOW LAND SURFACE.

MOST OF THE DITCH IS GRAVEL AND SMALL
PEBBLES IN BOTTOM.

SOME ADDITIONAL LOOKS AT BELOW IN UPPER
BENCH AREA SHOW AS MUCH AS 4' BELOW LAND
SURFACE AND WIDTH VARIES AS MUCH AS
8 TO 6' WIDE AT FARM.

POD TOWN ROBESON, NUNNISH, LOT 3

PROBLEM PRINTING DITCH PHOTO

SEE
2nd EX 10/23/01

CONVEYANCE LOSS - WORSTELL

NAME OF DITCH: Smith Creek 63-95 BY: RDH DATE: NOV 2, 2001

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	31947	7.0	2.50	7.06		0.00	0.0000	0.00	7.06
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	31947			7.06	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

ESTIMATING CONVEYANCE LOSS

FIELD EXAMINER:

Ron Howerton
~~Sr~~ Water Agent

FIELD EXAM DATE:

10-12-01

FOR CLAIM(S)

63-95

FORMULA: $S = (W)(i)(0.0667)$

Where: S = Loss in CFS per Mile

W = The top width of the high water mark in feet

i = The loss rate in feet per day (see table)

0.0667 is a factor used to convert to CFS per mile

TABLE:

Type of Soil	Loss Rate i (Ft/Day)
Medium clay loam.....	0.5 to 1.5
Impervious clay.....	0.5
Medium soils.....	1.0
Somewhat pervious soils.....	1.5 to 2.0
Gravel.....	2.5 to 5.0

Visual of Ditch
Full of GRAVEL
and small PEBBLES
in Bottom, Some
DEPTH EXCEED 24"
BELOW SURFACE BUT
IS USED AS AVE

WORK SHEET

W = (7 FT) i = (2.5 FT/DAY)(0.0667)

S = 1.167 CFS/MILE

CONVEYANCE LOSS = (S) (LENGTH OF DITCH IN MILES)

CONVEYANCE LOSS = (1.167 CFS/MILE)(6.05 MILE)

CONVEYANCE LOSS =

7.06

Ditch AVE Length
is 31,947 Ft
= 6.05 Mi

TOP OF DITCH = W

MAP MEASUREMENT

Section 1 = 8

Length in Inches = _____ = A

Section 2 =

Section 3 = 6

Map Scale: _____ In. = 1 Mile = B

Total... = 14

A/X: B/5,280 = Ft./5,280 = Mile

/2or 3... = 7 = W

Data/forms/Conv.los.doc

thus, 141 ACRES
2.82
1.89 CFS 17719
CFS Ditch
Loss
4.71 = TOTAL

ESTIMATING CONVEYANCE LOSS

FIELD EXAMINER: AGENT NAME

FIELD EXAM DATE: 9/26/01

FOR CLAIM(S): 57-02222

FORMULA: $S = (W)(i)(0.0667)$

Where: S = Loss in CFS per Mile

W = The top width of the high water mark in feet

i = The loss rate in feet per day (see table)

0.0667 is a factor used to convert to CFS per mile

TABLE:

Type of Soil	Loss Rate i (Ft/Day)
Medium clay loam.....	0.5 to 1.5
Impervious clay.....	0.5
Medium soils.....	1.0
Somewhat pervious soils.....	1.5 to 2.0
Gravel.....	2.5 to 5.0

WORK SHEET

$W = (3.25 \text{ FT})$ $i = (2 \text{ FT/DAY})(0.0667)$

$S = .43355 \text{ CFS/MILE}$

CONVEYANCE LOSS = (S) (LENGTH OF DITCH IN MILES)

CONVEYANCE LOSS = $(.43355 \text{ CFS/MILE}) (.84375 \text{ MILE})$

CONVEYANCE LOSS =

0.37

TOP OF DITCH = W

MAP MEASUREMENT

Section 1 = 3.5

Section 2 = 3.0

Section 3 = NA

Total... = 6.5

/2or 3... = 3.25 = W

Length in Inches = 6.75 = A

Map Scale: 8 In. = 1 Mile = B

$A/X: B/5,280 = \text{Ft./5,280} = \text{Mile}$

Data/forms/Conv.los.doc

$\frac{6.75}{x} : \frac{8}{5280} = \frac{4455 \text{ length ft}}{5280 \text{ ft/mile}} =$

.84375 per mile



Photo 1. FX Oct. 17, 2001. Photos by RDH. POD for 63-95 Smith Creek Located T02N, R08E, S07, NWNWSW Lot 3. View is on East bank to South,



Photo 2: Screw head gate on east bank.



Photo 3: View shows rock dam and head gate from West bank to East side.



Photo 4: Overlook from photo 3.



Photo 5: Pierce Ditch. 63-95, Smith Creek.

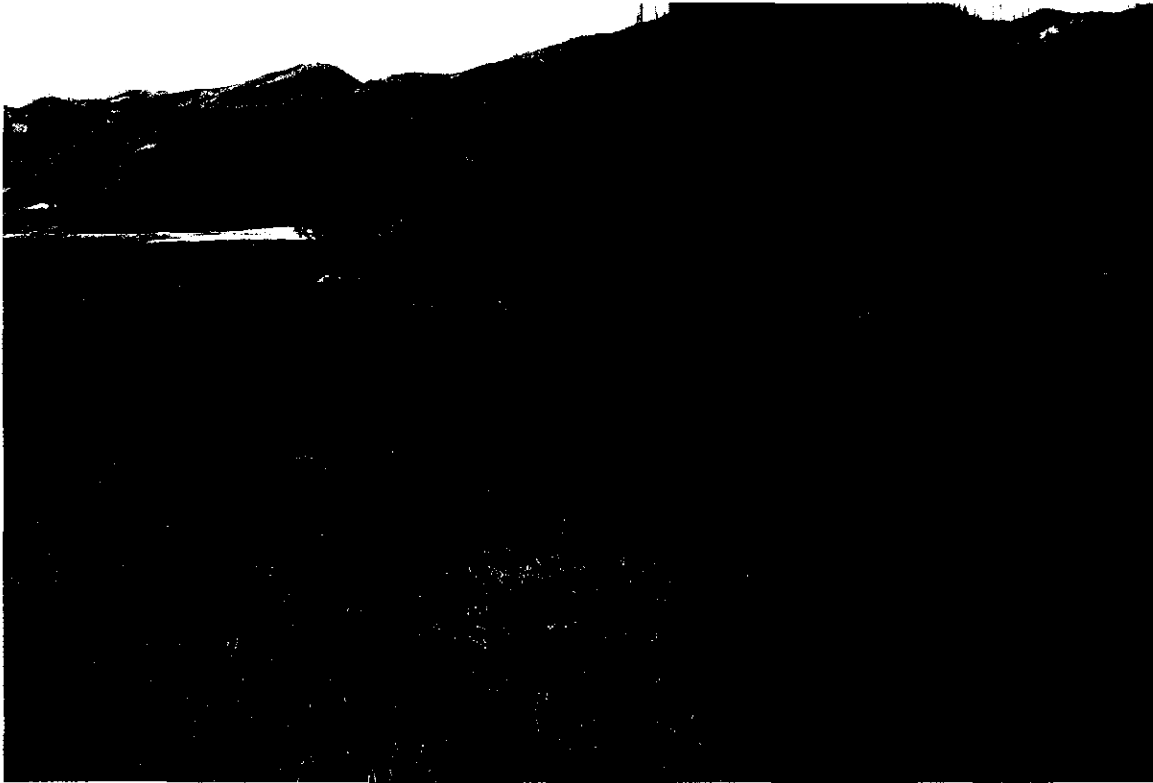
Photo 6. FX Oct. 23, 2001. Photos by RDH. 63-95. POU view to east from access road in the NWNE, S33.



Photo 7. POU view to west from the NENE, S33 to the NWNE.



Photo 8. View of POU at upper springs, view to the south where 63-19572 overlaps Smith Creek 63-95 in the NENE, S33.



T02N, R07E
S33 & S34

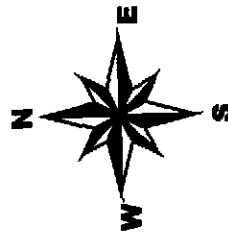
Claims: 63-00095
Updated: 17 DEC 01
By: Ron Howerton

 Place of use

 POD

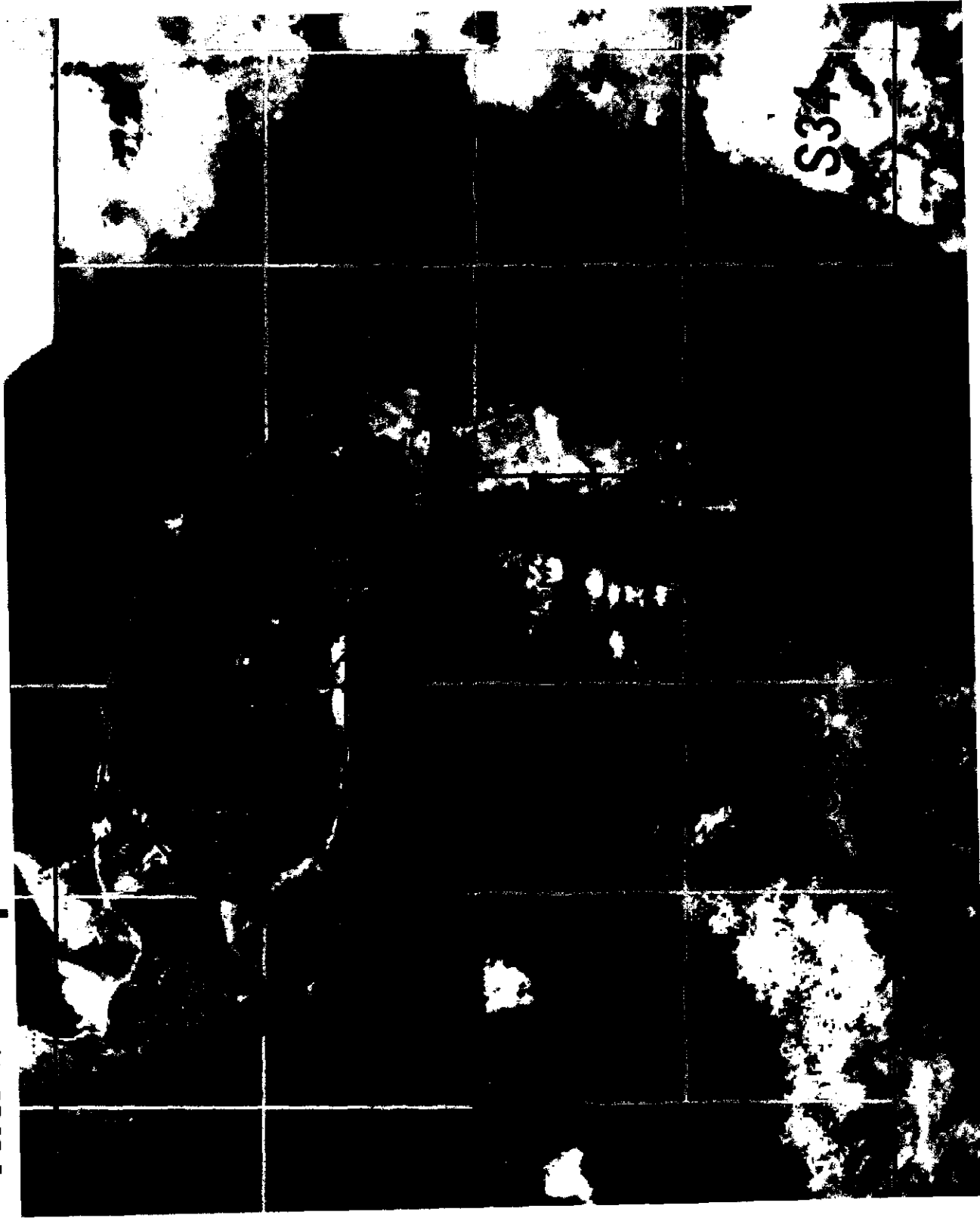
 SECTION

1/4 1/4



1987 NAPP

Idaho Department of Water Resources



T02N, R07E
S33 & S34

Idaho Department of Water Resources

Claims: 63-00095
Updated: 17 DEC 01
By: Ron Howerton

 Place of use

© POD

 SECTION

1/4 1/4

141.0 Acres



1987 NAPP



1.25 Miles

1

0.75

0.5

0.25

0

NW1/4SW1/4
T02N R08E S07

63-95
63-19572



