

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 37-20348
Date Received: 10/6/00
Receipt No: S023430
Received By: D. Jones

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

JERRY TURCO Phone: (201)460-8981

313 WEST 53RD
NEW YORK NY USA 10019

2. Date of Priority: 06/12/1886

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County
02N	18E	36	SW NW	BLAINE

5. Description of diverting works:

District 45 Canal.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.2	

7. Total Quantity Appropriated is:
0.2 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
01N	18E	13	SF	SE	IRRIGATION	10
					Section Acres	10
					Total Acres	10

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

Based on part of decreed right number 37-00353 from Frost v Alturas Water Company, 12/13/1909.

Place of use further described as Lot 10 Dean Ranch Subdivision.

15. Basis of Claim: Decreed

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RECEIVED

OCT - 6 2000

Department of Water Resources
Southern Region

NOTICE OF CLAIM

TO A

WATER RIGHT

ACQUIRED UNDER STATE LAW

RECEIVED

OCT - 4 2000

Department of Water Resources
Southern Region

No Fees
JH

Please type or print clearly

1. Name of Claimant (s) Jerry Turco Phone (201) 460-8981

Mailing Address 313 W. 53rd, New York, N.Y. Zip 10019

2. Date of Priority (Only one (1) per claim) 6/12/1886

3. Source of water supply (a) Big Wood River
which is tributary to (b) Malad River

4. a. Location of existing point of diversion is: Township 2N Range 18E Section 36,
1/4 of SW 1/4 of NW 1/4, Govt. Lot, B.M., County of Blaine

Additional points of diversion if any: _____

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

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

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

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

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

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. District 45 Ditch

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For irrigation purposes from 4/01 to 11/01 amount 0.20 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed 0.20 (a) 0.20 (cfs) and/or (b) _____ (acre feet)

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

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

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
1N	18E	13																10	10

Total number of acres irrigated 10

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

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

13. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None ()

14. Remarks:

Last Name Turco Ident No. 37-20348

Copies: White -State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit _____
Decree ☒ _____
If applicable provide IDWR Water Right Number 37-00353
Court 4th District Court Case Number _____ Decree Date 12/13/09
Plaintiff vs Defendant S.C. Frost, et al v. Alturas Water Co., et al

16. Signature (s)

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

Number of attachments _____

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

Signature of Claimant (s) _____

Date 9-21-00

Date _____

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

Title _____

of _____, that I have signed the foregoing

Organization _____

document in the space below as _____

Title _____

of _____

Organization _____

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

Signature of Authorized Agent _____

Title and Organization _____

Date _____

State of Idaho/or _____)

County of _____)

SS.

Subscribed and sworn (or affirmed) before me this _____

21st

day of

September

2000

SEAL

Notary Public

Florence Fitzpatrick

Residing at

94 Brookline Ave, Nutley, NJ 07110

My Commission Expires

FLORENCE FITZPATRICK

Please Print Name

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Jan. 21, 2003

17. Notice of Appearance:

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

Signature

Fritz X. Haemmerle

Address

409 N. Main St, Hailey, ID 83333

Date

10/3/00

Last Name

Turner

Ident. Number

37-20348

Copies White-State, Yellow-Claimant

Lot 10

RECEIVED
JAN 18 2000
Department of Water Resources
Cody, Idaho

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s).: _____

Adjudication Claim No(s).: _____

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 claims(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 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

MIGUEL GOITANDIA
P.O. BOX 591 KETCHUM, ID. 83340

4. New Owner/Claimant(s)

JERRY TURCO JR.

New Mailing Address

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
525 RIVERSIDE AVE.

City, State and ZIP Code

LYNDHURST N.J. 07071

New Telephone Number

(201) 460-8981

5. Date you acquired the property

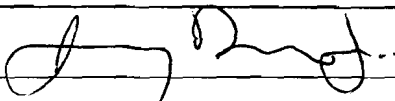
SEPT. 26TH 1997

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 _____

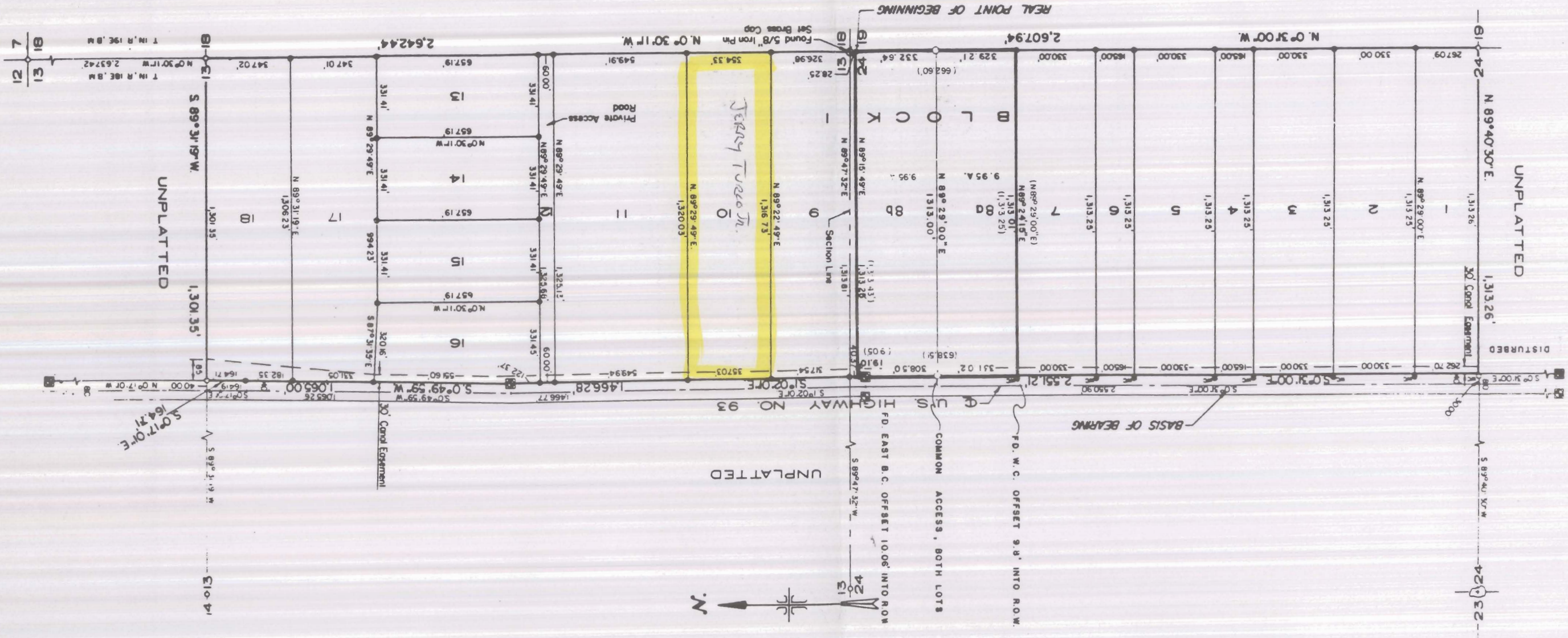
Diversion rate in CFS _____ Number of homes you acquired _____ Other uses _____

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.



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:

- 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 effect 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.
 - 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.
- 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.
- Defects, liens, encumbrances, adverse claims or other matters:
 - created, suffered, assumed or agreed to by the insured claimant;
 - 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;
 - resulting in no loss or damage to the insured claimant;
 - attaching or created subsequent to Date of Policy; or
 - 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.
- 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:
 - the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - 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:
 - to timely record the instrument of transfer; or
 - of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- "insured claimant": an insured claiming loss or damage.
- "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the

by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

- To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue

for any loss or damage caused thereby.

- 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.

- 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.

- 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.

- 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.

- 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

made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien

Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

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)(C) 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

duty 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 the Secretary of the Company.



POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California 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.

This Policy Not Valid Unless
Countersigned By First American
Title Insurance Company
By Margaret A. Wheeler

First American Title Insurance Company

BY Parker S. Kennedy PRESIDENT

ATTEST Mark R. Amos SECRETARY

J 693445

ALTA Owner's Policy
(10/17/92)
Schedule A

SCHEDULE A

Order No. 20456

Policy No. J 693445

Amount of Insurance: \$127,500.00

Premium: \$ 674.00

Date of Policy: September 29, 1997 at 3:53 p.m.

1. Name of Insured:

Jerry Turco, Jr.

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

A fee simple estate.

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

Jerry Turco, Jr., a single man

4. The land referred to in this policy is described as follows:

Lot 10 in Block 1 of DEAN RANCH SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 169670, records of Blaine County, Idaho.

ALTA Owner's Policy
(10/17/92)
Schedule B

SCHEDULE B

Order No. 20456

Policy No. J 693445

EXCEPTIONS FROM COVERAGE

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

PART I

SECTION 1

1. Taxes or assessments 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims or easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SECTION 2

7. General taxes for the year 1997, a lien, not yet due and payable.
8. Easements as shown on the official plat of said DEAN RANCH SUBDIVISION.

Policy for Title Insurance No. J-693445
Schedule B II
Page 2

9. A Deed of Trust to secure an indebtedness of \$87,500.00, recorded September 29, 1997, as Instrument No. 406453 , records of Blaine County, Idaho.
Dated: September 26, 1997
Grantor: Jerry Turco, a single man
Trustee: First American Title Co.
Beneficiary: Miguel Goitiandia, a single man
Final Due Date: September 26, 2000

END OF SCHEDULE B I

WARRANTY DEED

406452
Deal

For Value Received

Miguel Goitiandia, single man

BLAINE CO. REQUEST
OF: _____

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

'97 SEP 29 PM 3 52

Jerry Turco, Jr., a single man

MARY GREEN, CLERK *mg*
FEES \$ 3=

whose address is: 299 W. 12th St., Apt. 4J, New York, NY 10014

Hereinafter called the Grantee, the following described premises situated in Blaine County, Idaho, to-wit:

Lot 10 in Block 1 of DEAN RANCH SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 169670, records of Blaine County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: September 17, 1997

Miguel Goitiandia
Miguel Goitiandia

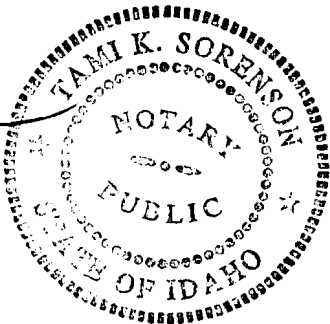
State of Idaho

County of Blaine

On September 29th, 1997 before me, the undersigned, a Notary Public in and for said State, personally appeared Miguel Goitiandia personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature *Tami K. Sorenson*
Residing: *Ketchikan, Alaska*
Commission Expires: *7-12-2000*



Order No.

DEED OF RECONVEYANCE

FIRST AMERICAN TITLE COMPANY, an Idaho Corporation, as Trustee in the deed of trust executed by Jerry Turco, a single man

Recorded September 29, 1997 as Instrument No. 406453, Mortgage records of Blaine County, Idaho, pursuant to the written request of the beneficiary, does hereby GRANT and RECONVEY unto the PARTIES ENTITLED THERETO,

Lot 10 in Block 1 of Dean Ranch Subdivison

without warranty, all the estate and interest derived to it by or through said Deed of Trust, in the lands therein described.

The corporate name subscribed by its Asst. Secretary, is pursuant to a resolution authorizing the execution of this reconveyance duly adopted by its Board of Directors.

Dated: November 18, 1998

FIRST AMERICAN TITLE COMPANY

By Maureen A. Patterson
Maureen A. Patterson,
Assistant Secretary

=====
State of Idaho

County of Blaine

On this day of November, 1998, before me, a Notary Public in and for said State, personally appeared Maureen A. Patterson and known to me to be the Ass't. 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.

John J. Tanner
Notary Public for the State of Idaho
Residing in Blaine County, Idaho
Commission Expires: August 17, 2001

After Recording Send To:

Jerry Turco, Jr.
525 Riverside Avenue
Lyndhurst, New Jersey 07071

421130

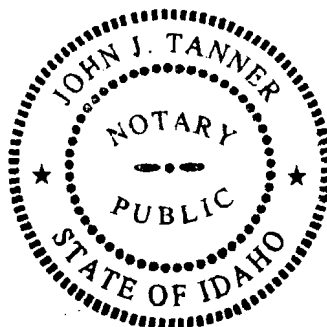
SATISFACTION

BLAINE CO. REQUEST
FIRST AMERICAN TITLE

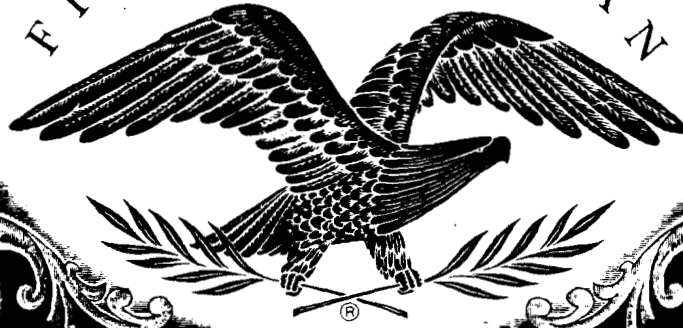
'98 NOV 20 PM 1 55

MARY GREEN, CLERK

FEES \$3⁰⁰



FIRST AMERICAN



First American Title Insurance Company

**POLICY
OF
TITLE
INSURANCE**



H. OCCUPANCY: BUYER ☐ does ~~is~~ does not intend to occupy property as BUYER'S primary residence.
I. FHA / VA. If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. BUYER should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in section 6 is of nominal value less than \$100.

5. ADDITIONAL TERMS AND/OR CONDITIONS: 1) SELLER TO HAVE CORNERS FLAGGED BY LICENSED SURVEYOR WITHIN 5 BUSINESS DAYS OF ACCEPTANCE. THIS AGREEMENT IS SUBJECT TO BUYER'S WRITTEN APPROVAL OF CORNERS WITHIN 5 BUSINESS DAYS OF THE COMPLETION OF THE FLAGGING. 2) THIS AGREEMENT IS SUBJECT TO BUYER'S WRITTEN APPROVAL OF THE CORNERS WITHIN 5 BUSINESS DAYS OF ACCEPTANCE.

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennas, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s) and 2.4 transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. The following additional items are specifically:

A. INCLUDED IN THIS SALE: N/A
B. EXCLUDED IN THIS SALE: N/A

7. SELLER'S PROPERTY DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER's Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER's Property Disclosure Form" or other acceptable form prior to signing this Agreement: ☐ Yes ☐ No ☒ N/A

8. LEAD PAINT DISCLOSURE: The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent upon my right to have the property tested for lead-based paint hazards to be completed no later than _____ or the contingency will terminate. (d) That BUYER hereby ☐ waives ☐ do not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to abate to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) That, if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER.

9. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

10. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

11. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

12. COVENANTS, CONDITIONS AND RESTRICTIONS (C.C.& R.'s): BUYER is responsible to obtain and review a copy of the C.C.& R.'s (if applicable). BUYER has reviewed C.C.& R.'s. ☐ Yes ☒ No ☐ Not Applicable (N/A).

13. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, By-Laws and rules and regulations of the Association. BUYER is further aware that the Property may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☒ No. ☐ Not Applicable (N/A)

14. RISK OF LOSS: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the premises be materially damaged by fire or other destructive cause prior to closing, this Agreement shall be voidable at the option of BUYER.

15. BUSINESS DAY: Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 57-5302.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 4 Pages.
BUYER'S Initials [Signature] SELLER'S Initials [Signature]

PROPERTY ADDRESS: DEAN RANCH SUB, LOT 10, BL, BLANKLEY, ID ID #: 2278341

16. **INSPECTION:** BUYER chooses ☐ to have inspection; ☒ not to have inspection. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. If BUYER chooses not to have inspection skip lines 176 to 181. BUYER shall, within _____ business day(s) complete these inspections and give to SELLER written notice of items disapproved of. BUYER is expressly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property. BUYER'S acceptance of the condition of the property is a contingency of this Agreement.

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
2. If BUYER does within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent sustenta) of written home inspection. SELLER shall have _____ business day(s) in which to respond in writing.
3. If SELLER does not respond within the strict time period specified, BUYER shall have _____ business day(s) (after receipt of SELLER's response, or after the expiration of the time for SELLER to respond, whichever occurs first) to cancel this Agreement in writing.
4. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
- SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.

17. **FINAL VERIFICATION OF CONDITION:** BUYER shall have the right to make a final inspection of the property approximately _____ day(s) prior to closing of escrow, not as a contingency of the sale, but solely to confirm that: (a) repairs have been completed as agreed in writing by BUYER and SELLER, (b) SELLER has complied with SELLER'S other obligations, and (c) the property is otherwise in substantially the same condition as on the date of acceptance of the offer, unless otherwise agreed in writing.

18. **COSTS PAID BY:** Costs in addition to those listed below may be incurred by BUYER and SELLER unless otherwise agreed herein, or provided by law or required by lender, or otherwise stated herein. The below costs will be paid as indicated. Some costs are subject to loan program requirements. SELLER agrees to pay a maximum of _____ lender/appraiser inspection required costs.

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee				X	Title Ins. Lender's Extended ALTA				X
Closing Service Fee			X		Title Ins. Owner's Extended Policy				X
Escrow Preparation				X	Title Ins. Standard Policy		X		
Document Preparation				X	Septic Inspection				X
Flood Certification Fee				X	Septic Pumping				X
Flood Tracking Fee				X	Survey		X		
Loan Assumption Fee				X	Well Inspection				X
Tax Service Fee	X								

19. TITLE INSURANCE:

(A) **TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have _____ business day(s) from receipt of the commitment or until twenty-four (24) hours prior to closing, whichever is the less, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within _____ business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B) **STANDARD TITLE POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER.

(C) **LENDER'S ADDITION (ALTA POLICY):** The lender will require that BUYER (Borrower) furnish an Extended Coverage Lenders Addition (ALTA) Policy. This extended coverage lenders policy will cover those claims against the property that may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase.

(D) **EXTENDED COVERAGE TITLE POLICY:** A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation), boundary disputes, claims of easement and other matters of claims if they are not of public record at time of closing. However, under Idaho law, such potential claims against the premises may have become legal obligations before the purchase of the home and yet may not be of public record until after the purchase. It is recommended that BUYER talk to a title insurance company about what it offers in the way of extended coverage. Extended Coverage Title Policy requested

☐ Yes ☒ No. Additional premium paid by: ☐ BUYER ☐ SELLER.

(E) The parties agree that _____ Title Company shall provide title policy and preliminary report of commitment.

20. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

21. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

22. **FACSIMILE TRANSMISSION:** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 3 of 4 Pages.

BUYER'S Initials (_____) SELLER'S Initials (_____) _____

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R.E.21 EFFECTIVE DATE 1-1-98

BACKSHEET COPY



THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

This is a COUNTER OFFER to the Real Estate Purchase and Sale Agreement and Receipt for Earnest Money:
Earnest Money Dated: 8.26.97, 19 97 ID# 227834

ADDRESS: DEAN RANCH SUB., LOT 10, B 1, BLAINE CTY, ID

BUYER(S): TURCO

SELLER(S): GOLIANDIA

Seller accepts all of the terms and conditions in the above designated agreement with the following changes or amendments:

- 1) REPLY DATE TO BE 8.29.97, 5 PM
- 2) SALE PRICE TO BE 127,500.00. DOWN PAYMENT TO BE 40,000.00
BALANCE OF 87,500.00 AT 10.25% INTEREST PAYABLE AT
\$747.39 PER MONTH WITH ENTIRE BALANCE DUE 3 YEARS
FROM DATE OF NOTE.
- 3) TITLE COMPANY TO BE 1ST AMERICAN. CLOSING AGENT TO
BE 1ST AMERICAN TITLE.

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.
OTHER TERMS: All other terms and conditions to remain the same.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any other offer prior to Buyer's written acceptance of this counter offer. Acceptance shall not be effective until a copy of this Counter Offer, dated and signed by Buyer, is personally received by the Seller or Seller's agent.

EXPIRATION: This Counter Offer shall expire unless a copy hereof with Buyers' written acceptance is delivered to Seller or Seller's agent on or before 5 PM o'clock ☐ A.M. ☒ P.M., on 8.29 19 97

Dated 8.28, 19 97
Time 6 AM/PM
Seller [Signature]
Seller _____

The undersigned Buyer(s) accept(s) the above Counter Offer.
Dated 8.29, 19 97
Time 12:00 AM/PM
Buyer [Signature]
Buyer _____

I/we acknowledge receipt of a true signed copy of Buyer's acceptance.
Seller [Signature] Seller _____

COUNTER OFFER # _____

HERE
SIGN

The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.
OTHER TERMS: All other terms and conditions to remain the same.

Unless the above Counter Offer # _____ is accepted on or before _____, 19 _____ at _____ AM/PM, it shall be deemed revoked. Receipt of a copy hereof is hereby acknowledged.

Dated _____, 19 _____
Time _____ AM/PM
Buyer _____
Buyer _____

Seller accepts Buyer's changes or amendments to Seller's Counter Offer and agrees to sell on the above terms and conditions.

Dated _____, 19 _____
Time _____ AM/PM
Seller _____
Seller _____

I/we acknowledge receipt of a true signed copy of Seller's acceptance.
Buyer _____ Buyer _____

1. BUYER(S) JELLY TURCO retains Broker of CALDWELL, BRADY & SONS, INC. as Exclusive Buyer's Broker where BUYER(S) are represented by one agent only for time period specified for the express purpose of representing BUYER(S) interested in purchasing, leasing or obtaining the following real estate:
Type of Property (i.e., Residential, Residential Income, Commercial) RESIDENTIAL
General Description: VACANT LAND

2. This Exclusive BUYER Representation Agreement is in force from date: 8-26-97 time: 9:00 AM and will expire on date: 9-30-97 time: 5 PM, or upon closing of escrow of such property purchased through this agreement.

3. DUTIES TO A CLIENT: The brokerage and affiliated licensees representing a buyer are agents of the BUYER and owe the following duties: 1) to perform the terms of the written representation agreement. 2) to use reasonable skill and care. 3) to promote the best interests of the client in good faith, honesty and fair dealing. This includes (but is not limited to): a) disclosure of any adverse material facts the agent knows or reasonably should have known. b) seeking an acceptable property for a buyer and assisting in the negotiations. c) for a client-buyer: "conducting . . . a reasonable investigation of the property and material representations about the property made by the seller or seller's agent, or, when appropriate, advising . . . the client to obtain professional inspections of the property or to seek appropriate tax, legal and other professional or council." 4) A duty of confidentiality which may continue after the end of the representation. 5) Properly account for money or property in care of the brokerage.

4. BUYER BROKER FEE: BUYER(S) Broker fee is the obligation of the BUYER(S) upon successful closing of escrow of any property purchased by BUYER within the time limit of the BUYER Representation Agreement.

BUYER Broker Fee: Property listed with Multiple Listing Service is % or \$; Custom build job is % or \$; Not listed with broker is % or \$; Other .

a) Broker is authorized by BUYER(S) to request payment of fee by: ☒ Listing Broker up to the amount offered through Multiple Listing Service to Broker. ☐ SELLER from the transaction.

b) If compensation is not available out of the transaction in whole or in part Broker will look to the BUYER for payment of the unpaid portion of the Broker Fee.

5. In the event BUYER(S) choose(s) to purchase any property without using the representation of the Exclusive BUYER'S broker named above within the time this agreement remains in force, this agreement shall be null and void and above stated BUYER(S) shall be liable to Exclusive BUYER broker for a cancellation fee equal to % of the amount of the Brokerage Fee as Stated in Section #4 above or \$.

6. CONSENT TO LIMITED DUAL REPRESENTATION: The undersigned BUYER has received, has read and understands the AGENCY DISCLOSURE BROCHURE (prepared by the Idaho Real Estate Commission). The undersigned understand that the brokerage involved in this transaction will be or may be providing agency representation to both the BUYER(S) and SELLER(S). The undersigned each understand that as agents for both BUYER and SELLER, the brokerage(s) will be limited dual agents and cannot legally disclose to either party certain confidential information concerning price negotiations, terms or factors motivating the BUYER to buy or the SELLER to sell without specific written permission of the disclosing party. The specific duties, obligations and limitations of a limited dual agent are contained in the AGENCY DISCLOSURE BROCHURE as required by Section 54-2063, Idaho Code. The undersigned each understand that a limited dual agent does not have a duty of undivided loyalty to either client. THE UNDERSIGNED FURTHER UNDERSTANDS THAT ALL PARTIES (BUYERS AND SELLERS) MUST GIVE THEIR EXPRESS WRITTEN CONSENT FOR THE BROKERAGE TO ACT AS A LIMITED DUAL AGENT REGARDING SPECIFIC TRANSACTION OR PROPERTY.

7. BUYER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES: BUYER acknowledges that Broker as named above, (hereinafter referred to as Broker) has disclosed the fact that at times Broker acts as agents for other BUYERS and for SELLERS in the sale of property. BUYER has been advised and understands that it would create a conflict of interest for Broker to introduce BUYER to a SELLER CLIENT'S property because Broker could not satisfy all its client duties to both the BUYER CLIENT and SELLER CLIENT in connection with such a showing or any transaction which resulted.

Based on the understandings acknowledged, BUYER makes the following election: (Make one election only)

BUYER does want to be introduced to SELLER CLIENT'S property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty of loyalty to either party. Relieved of all conflicting Representation agency duties, Broker will act in an unbiased manner to assist the BUYER and SELLER in the introduction of BUYER to such SELLER CLIENT'S property and in the preparation of any contract of sale which may result. It is agreed that the SELLER shall be notified by Broker whenever BUYER CLIENT or Broker desires to see SELLER CLIENT'S property.

OR
BUYER does not want to be introduced to SELLER CLIENT'S property and hereby releases Broker from any responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the BUYER to any SELLER CLIENT'S property.

BUYER(S) agree(s) that Broker named above shall have the right to continue to offer for sale any properties shown to, or considered by, above stated BUYER(S), to any other potential BUYERS.

8. BUYER(S) agree(s) to provide BUYER agent with certain pertinent financial information necessary to prove ability to purchase desired property and agree(s) to consider all properties suggested by BUYER agent.

10. If any action is brought to enforce the terms of this agreement or arising out of the execution of this agreement, the parties agree that reasonable costs and attorneys fees shall be awarded to the prevailing party.

11. TIME IS OF THE ESSENCE: The terms hereof constitute the entire agreement and supersede all prior agreements, negotiations and discussions between parties. This agreement may be modified only by a written agreement signed by each of the parties.

Buyer [Signature] Date 8-26-97 Agent [Signature] Date 8-26-97
Buyer [Signature] Date 8-26-97 Broker [Signature] Date 8-26-97

This form is not to be used by the Ada County Association of REALTORS, Inc., or the Idaho Association of REALTORS, Inc. This form has been designed for use in connection with the purchase of real estate by the Idaho Real Estate Commission and the Ada County Association of REALTORS, Inc. and the Idaho Association of REALTORS, Inc. USE BY ANY OTHER PERSON IS PROHIBITED.

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IDAHO
NOIS

you choose to work with a licensed professional, it is important for you to understand the difference between a licensed real estate salesperson or sales agent and decide on the type of service you want.

A real estate broker is a licensed person in charge of the real estate brokerage.

A sales associate or salesperson is licensed to work with the broker and may only act as an agent. In other words, when you work with any licensed individual, your relationship is legally with that person's licensed real estate broker.

It is important for you to discuss this information with a licensed real estate professional and to agree on the type of business relationship you will have. Will you be a buyer or a client? You may or may not want a real estate brokerage to "represent" you. DO want to be "represented" you must become a client. If you choose NOT to be represented but to be assisted, you are a

customer. Here's the "Meaning of a Customer -

What is a Client?

A client is a buyer or seller who has signed a listing contract or buyer-broker type contract and be "represented" by a broker. If you sign a written agreement you will NOT be a client! This written contract or agreement should answer:
How will the brokerage be paid and when?
How long am I obligated under this contract?

- "Can I also work with other brokerage companies during this agreement? Or, what will happen if I sell or buy on my own?"
- "Am I willing to let this brokerage company represent both me and the buyer (or seller)?"

A client is represented by the broker and his or her sales associates. If you are "represented" as a client, you can expect the real estate professional to:

- reasonably act to negotiate the best price and terms for you;
- tell you important information the agent knows or should reasonably have known which would influence your decision to buy or sell (such as the county's plans to build a freeway exit on the land next door);
- keep information about your bargaining position confidential in the marketplace; and,
- promote your interests with good faith, honesty and fair dealing and use reasonable skill and care in business dealings with you.

What is a Customer?

A customer buys valuable services from the real estate brokerage (assistance, information, etc.), but is NOT "represented" by it. Every person begins as a customer. If you do not sign a written listing contract or buyer-broker contract, you will NOT become a client, but will remain a customer.

As a customer, you can expect the licensed real estate professional (a "nonagent") working with you to:

- provide honest information in good faith;
- assist you in preparing offers and

- helping you close the transaction;
- use reasonable skill and care; and,
- disclose any adverse material facts the salesperson knows, or should reasonably have known (for instance, the seller has told the salesperson that the basement leaks every winter).

As a customer, you should NOT expect the real estate professional you are working with to:

- conduct detailed inspections of the property for you or verify information given by the buyer or seller; or,
- keep your bargaining information confidential. In fact, if the sales associate's brokerage company is representing the other party (buyer or seller) in the transaction, and if you tell the salesperson about your willingness to pay more or take less, that representative must give this information to the broker's client. Whenever you, as a customer, speak to a real estate professional representing another party in a purchase or sale, assume you are talking directly to the other party (buyer or seller).

Can the Broker Represent Both Buyer and Seller? Yes, as a Limited Dual Agent

This situation comes up, for example, when a brokerage company has your home listed for sale and also has the home of your buyer listed for sale. Both of you are clients of the broker, and yet have different needs. The seller wants the highest price; the buyer wants to pay the lowest price. You do NOT have to agree to allow limited dual representation. It is not the same as having your own agent. If you DO agree, you must do so in writing, and your agent will ask you to sign a Consent for Limited Dual Representation. A limited dual agent will still provide most client services. Without your

permission, he or she won't reveal to the other party:

- personal information about your motivation to buy or sell;
- that as a buyer you will pay more than the offered price;
- that as a seller you will take less than the listing price; and,
- that you will agree to terms or price other than that listed.

A limited dual agent will avoid conflicting interests of the two clients and will focus on negotiating a sale or purchase that is satisfactory to both. The limited dual agent must use reasonable skill and care, but offers a limited type of representation.

Sign Here

RECEIPT ACKNOWLEDGED

Signature below indicates receipt of this brochure and agreement to read the brochure.

Buyer's Name

Seller's Name

Date

Date

(Detach and maintain in the transaction file)

8-26-87

11/20/2006

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

RIGHT NUMBER: 37-20348

NAME AND ADDRESS: JERRY TURCO
525 RIVERSIDE AVE
LYNDHURST NJ 07071

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.200 CFS

PRIORITY DATE: 06/12/1886

POINT OF DIVERSION:

T02N R18E S36 SWNW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 11/01

0.200 CFS

PLACE OF USE: IRRIGATION in BLAINE County

T01N R18E S13 SESE 10.00

10 ACRES TOTAL

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

EXPLANATORY MATERIAL: BASIS OF CLAIM -

This claim is a portion of former Right 37-353.

No lawful appropriation shown.

DISALLOWED



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

10/6/00

KARL J. DREHER
DIRECTOR

Fritz Haemmerle, Esq.
THE ROARK LAW FIRM
409 NORTH MAIN STREET
HAILEY ID 83333

RE: Turco Claims

Dear Fritz,

Enclosed are printouts of the Turco claims and a receipt for the filing fees. Please review the information and get back with me if there are any errors.

Thank you for your prompt attention to the fee issue. Let me know if you any other questions or need further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Douglas Jones'.

Douglas Jones, PE
Water Rights Supervisor
Southern Adjudication Unit

Enc.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

10/4/00

KARL J. DREHER
DIRECTOR

Fritz X. Haemmerle, Esq.
ROARK LAW FIRM
409 NORTH MAIN STREET
HAILEY ID 83333

Via facsimile

RE: Turco Claims

Dear Fritz,

This office has received the two claims for Jerry Turco recently sent by you. It appears that filing fees were not attached to the mailing and therefore the claims have not been officially accepted.

I will hold the claims for a short time for you to forward appropriate fees. The amounts are: \$25 for the domestic claim; and \$110 for the irrigation claim (\$50 flat fee + \$10 variable fees @\$1.00/acre + \$50 late fee). One check would be acceptable for both fees.

Please respond at your earliest opportunity (by fax, phone or email) that fees will be sent promptly. The claims will be returned to you on or shortly after 10/16/00 in the absence of payment, unless arrangements are made.

Thank you for your attention to this matter, and I look forward to hearing from you soon.

Sincerely,

Douglas Jones, PE
Water Rights Supervisor
Southern Adjudication Unit

djones@idwr.state.id.us



THE ROARK LAW FIRM^{LLP}

ATTORNEYS AND COUNSELORS AT LAW

409 NORTH MAIN STREET

HAILEY, IDAHO 83333

TEL: 208-788-2427 • FAX: 208-788-3918

R. Keith Roark
K. Ellen Baxter
Fritz X. Haemmerle
Jennifer L.K. Haemmerle
Douglas Nelson
James W. Phillips

TWIN FALLS OFFICE:
300 2nd Avenue East

P.O. Box 2956

Twin Falls, Idaho 83308-2956

Tel: 208-733-3945

Fax: 208-733-4477

October 5, 2000

RECEIVED

OCT - 6 2000

**Department of Water Resources
Southern Region**

Douglas Jones, P.E.
Water Rights Supervisor
Southern Adjudication Unit
Department of Water Resources
1341 Fillmore Street
Suite 200
Twin Falls, ID 83301-3380

Re: Turco Claims

Dear Mr. Jones:

Pursuant to your letter of October 4, 2000, please find enclosed a check in the amount of \$135.00 for the filing fees in the above referenced claim.

Sincerely,

Heidi Southward
Legal Assistant

Enclosure



THE ROARK LAW FIRM^{LLP}

ATTORNEYS AND COUNSELORS AT LAW

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HAILEY, IDAHO 83333

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TWIN FALLS OFFICE:
300 2nd Avenue East
P.O. Box 2956
Twin Falls, Idaho 83308-2956
Tel: 208-733-3945
Fax: 208-733-4477

October 3, 2000

Douglas Jones
Department of Water Resources
1341 Fillmore Street
Suite 200
Twin Falls, ID 83301-3380

RECEIVED

OCT - 4 2000

**Department of Water Resources
Southern Region**

Re: Water Claims by Jerry Turco

Dear Doug:

Please find enclosed two water claims made by my client, Jerry Turco. Please file the claims. If the claims are not correct or if you need further information, please do not hesitate to call. Thank you for your assistance.

Sincerely,

Fritz X. Haemmerle

FXH:hbs



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

7/26/00

FRITZ X HAEMMERLE
ROARK LAW FIRM
409 NORTH MAIN STREET
HAILEY ID 83333

RE: Turco Property Inquiry

Dear Fritz,

Enclosed are copies of various documents requested in your 4/19/00 letter, as well as some additional material you may find informative. These documents are not inclusive of all material relating to each claim or underlying water right. I point your attention initially to the listing of the water right and SRBA claim record.

Using this listing I provided copies of the transfers affecting the underlying water rights as requested. I also printed reports of the computer data for each SRBA claim. To assist you in understanding the distribution of the claimants I created a map of approximate lot locations within Dean Ranch Subd.

A copy of portions of the Frost decree is attached. These parts include the preamble and the decree award for James Johnson, as well as the Finding of Fact describing the James Johnson farm.

Lastly, I have included copies of Orders issued by IDWR in the past couple of years and a letter to the Big Wood River watermaster, Lee Peterson. The orders and correspondence contain interesting material.

If you have additional questions please contact me on or after 8/7/00.

Sincerely,

Douglas Jones, PE
Water Rights Supervisor
Southern Adjudication Unit

37-00353B	FOSNOT, ROBERT E.	C	06/12/1886	D/	BIG WOOD RIVER	IRR	WR	T# 2948	Copies enclosed
37-00353D	DRIEVER, DOUGLAS	C	06/12/1886	D/	BIG WOOD RIVER	IRR	WR	T# 3678	
37-00353E	JOHNSON, JAMES	C	06/12/1886	D/	BIG WOOD RIVER	IRR	WR		
37-00353F	CHEK, GUS	C	06/12/1886	D/	BIG WOOD RIVER	IRR	WR	T# 3679	
A37-00353	GRIGSBY, JUDITH P	C	06/12/1886	D/	BIG WOOD RIVER	IRR	AJ		} SRBA Claim record 7/24/00 Proof Reports & computer record enclosed
						STOCK			
A37-00353B	STRICKER, EDWARD W	C	06/12/1886	D/	BIG WOOD RIVER	IRR	AJ		
	STRICKER, JEANNINE	C				STOCK			
A37-00353D	GARDNER, ROBERT	C	06/12/1886	D/	BIG WOOD RIVER	IRR	AJ		
	GARDNER, KATHRYN	C							
A37-00353E	OPPENHEIMER JR, HARR	C	06/12/1886	D/	BIG WOOD RIVER	IRR	AJ		
A37-00353F	ZIKER TRUSTEE, RICHA	C	06/12/1886	D/	BIG WOOD RIVER	IRR	AJ		
	ZIKER TRUSTEE, PAULA	C							
A37-00353G	DRIEVER, DOUGLAS	C	06/12/1886	D/	BIG WOOD RIVER	IRR	AJ		
A37-00353H	KANTENWEIN, REID	C	06/12/1886	D/	BIG WOOD RIVER	IRR	AJ		
A37-00353J	OLSEN LIVESTOCK CONS	C	06/12/1886	D/	BIG WOOD RIVER	IRR	AJ		
A37-00353K	PRICE, SHERRY	C	06/12/1886	D/	BIG WOOD RIVER	IRR	AJ		
	PRICE, BRUCE	C							
A37-00353L	GOICOECHEA, TOM	C	06/12/1886	D/	BIG WOOD RIVER	IRR	AJ		
	GOICOECHEA, ANNETTE	C							



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TWIN FALLS OFFICE:
300 2nd Avenue East
P.O. Box 2956
Twin Falls, Idaho 83308-2956
Tel: 208-733-3945
Fax: 208-733-4477

July 11, 2000

Douglas Jones
Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

RECEIVED
JUL 12 2000
Department of Water Resources
Southern Region

Re: Water Claim by Jerry Turco

Dear Doug:

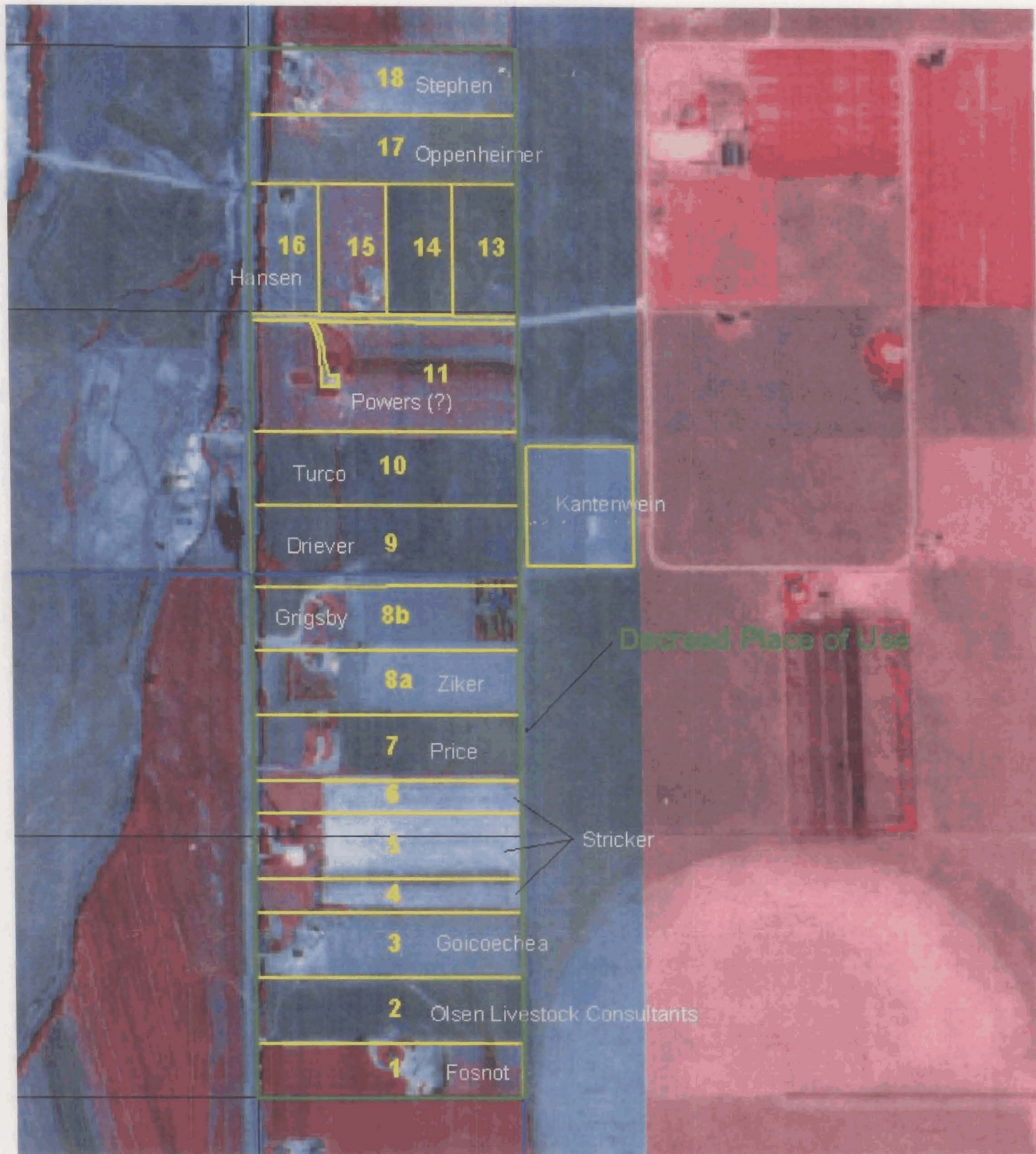
On April 19, 2000, I sent a letter to you requesting various information regarding Water Right 37-00353E. I enclose a copy of that letter for your review. To date, I have not received a response to that letter. Please advise me of whether you intend to provide me the information requested.

Thank you for your attention to this matter.

Sincerely,

Fritz X. Haemmerle
THE ROARK LAW FIRM

FXH:hbs
cc Jerry Turco



660 0 660 1320 Feet

- Subject Property
- Point(s) of Diversion
- Section Lines
- Quarter/Quarter Lines

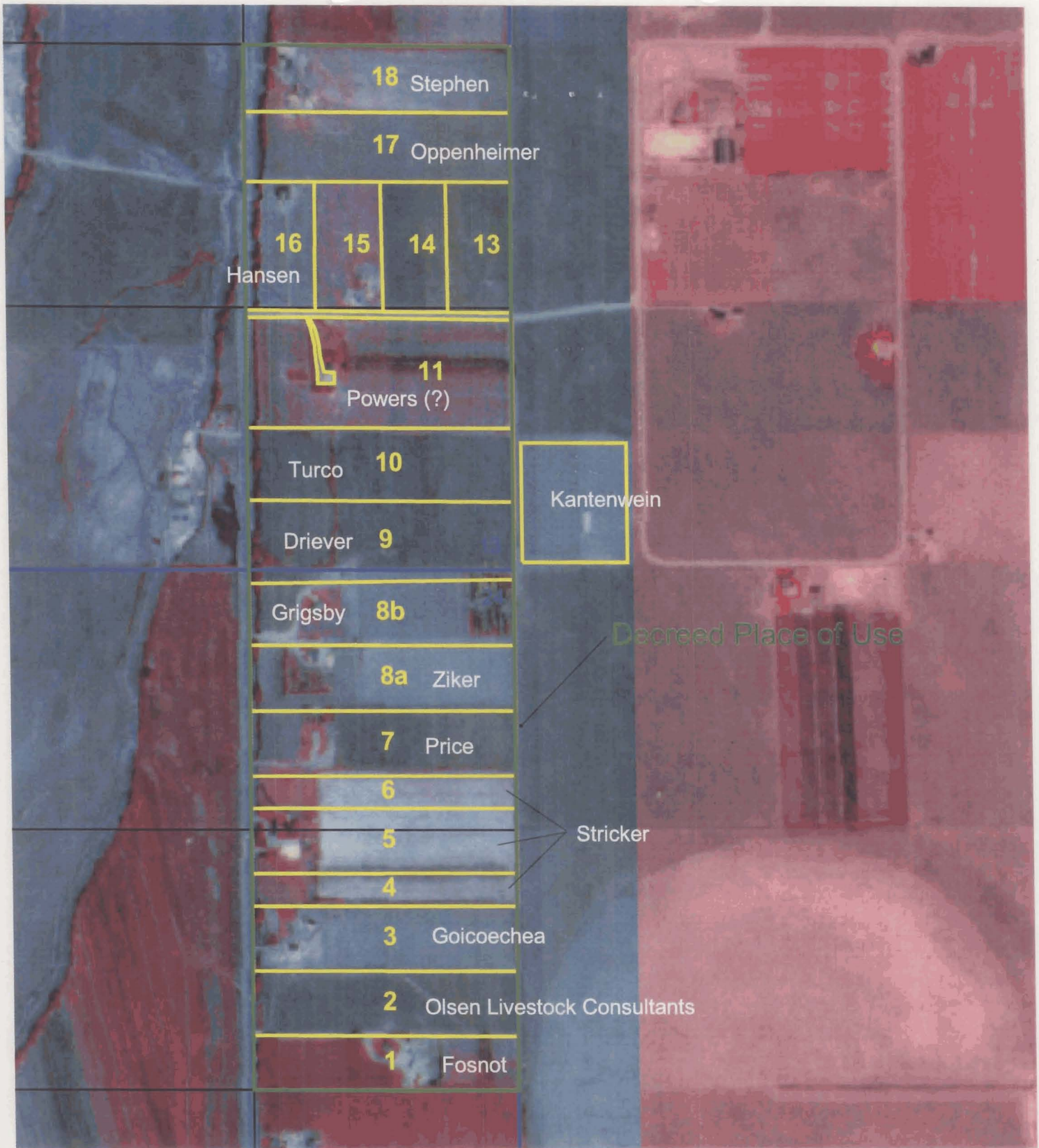
Dean Ranch Subd
(Lot lines approx.)

37-00353

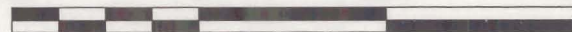
37-20348

6/26/00, D Jones





660 0 660 1320 Feet



- Subject Property
- Point(s) of Diversion
- Section Lines
- Quarter/Quarter Lines

Dean Ranch Subd
(Lot lines approx.)
37-00353



6/26/00, D Jones



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

JERRY TURCO
525 RIVERSIDE AVE
LYNDHURST NJ 07071

2/2/2000

COPY

RE: Water Rights on Bellevue Idaho Property

Dear Mr Turco,

Utilizing the information you provided I researched possible water rights on Lot 10, Block 1 Dean Ranch Subdivision. It appears that a part of a decreed right, from the Big Wood River was, and may still be, appurtenant in the area that the Dean Ranch Subdivision was developed. The extent of appurtenance is uncertain at this time. I have attached a computer printout of the apparently appurtenant right 37-00353E. Some or all of this right may be available to assert an ownership against.

I also reviewed records in the Snake River Basin Adjudication for possible existing claims for use of the right on your lot. I could not identify one that clearly is tied to your lot and for which you could change ownership by virtue of purchasing the land. The remaining avenue to assert a right to use water for irrigation purposes is for you to file a Notice of Claim to Water Right in the SRBA (blank form and instructions enclosed).

Please understand that filing a claim may not necessarily result in a right to use the water. IDWR's responsibility in the SRBA is review the validity of claims and make recommendations to the District Court. Issues relative to amount of water, number of acres irrigated, and whether forfeiture (in whole or in part) may have occurred with 5 or more years of non-use are addressed in our recommendation. Information from various sources indicate that forfeiture of water may have occurred in parts of the Dean Ranch Subdivision, though specific determinations and legal rebuttal have not been made. Legal defenses against forfeiture exist, and may or may not apply to your situation, if you decide to pursue a claim to a water right.

To assist you in deciding whether to, and in actually completing the paperwork to, file a claim I have enclosed a map. An area approximately representing your property has been drafted onto the map. I believe this area is about 10 acres. I am prevented from wholly or partially completing the claim for you because of the legal nature of the adjudication. I can tell you that the land in question is located in Township 1 North, Range 18 East, Section 13, in the Southeast ¼ of the Southeast ¼. I do not know what ditch you get your water from, but the District 45 Ditch headgate may be located in T2N, R18E, S36, SWNW. Perhaps the watermaster, a consultant, or an Idaho attorney experienced in water rights can assist you in completing the filing.

Good luck in your endeavor. I'll look forward to your submittal.

Sincerely,

Douglas Jones, PE
Water Rights Supervisor
Southern Adjudication Unit

enc



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
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KARL J. DREHER
DIRECTOR

JERRY TURCO
525 RIVERSIDE AVE
LYNDHURST NJ 07071

2/2/2000

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Good luck in your endeavor. I'll look forward to your submittal.

Sincerely,


Douglas Jones, PE
Water Rights Supervisor
Southern Adjudication Unit

enc

PS FYI please see attached
"Notice of Meeting" and the
Preliminary Order in the Ziker matter.
It just came to my attention
and contains interesting infor-
mation.

OWNER		PRIORITY	USE PERIOD		DIVERSION	DIVERSION	
CODE	NAME & ADDRESS	DATE	WATER USE	FROM	TO	RATE	VOLUME
-----		-----	-----	-----		-----	-----
C	JAMES JOHNSON	06/12/1886	IRRIGATION	04/01	11/01	5.600 CFS	
TOTAL DIVERSION:						5.600 CFS	

Water Source: BIG WOOD RIVER

Tributary to: MALAD RIVER

Stage: DECREED

Point(s) of Diversion: T02N R18E S36 SWNW BLAINE County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE				
T	R	S		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM
01N	18E	13	:													
01N	18E	24	:	I												

Pou County: BLAINE

Dates: App. Received: Priority Date: 06/12/1886
Proof Due Date: Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date:

Misc: Water District Number: 37 Field Exam Fee:

Comments: Date: 09/05/1991 User-ID: LUKE Subject: TRANSFER NOS. 2948 & 3678
TRANSFER NO. 2948 SPLIT RIGHT NO. 37-0353 INTO PARTS A & B.
TRANSFER NO. 3678 SPLIT RIGHT NO. 37-0353A INTO PARTS C & D, AND
CHANGED PLACE OF USE FOR PORTION OF RIGHT.
THE POINT OF DIVERSION IS NOT GIVEN IN THE DECREE BUT IS SHOWN ON
THE TRANSFER.

Date: 11/02/1993 User-ID: SKAGGS Subject: TRANSFER NO. 3679
Transfer No. 3679 changes the place of use of a portion of Right
No. 37-00353C, splitting the right into Parts E and F.

Audit: 11/02/93 SKAGGS

Mr. Turco,

The "I" indicates
an unknown amount
of irrigation (i.e. acres)
Your claim must
specify the number
of acres.

Many SRBA claims
have been filed on
this right. Proof
of ownership of
a portion of the
right may be
requested, eventually.

New Jersey
Jerry Tingo (201) 460-8981

bought Miguel Gaitiandia
10 ac Dean Ranch Subd

Lt 10 BIK1

Last # 169670

Caldwell Broker

Requested letter w/ inquiry &
copies of documentation (deeds,
plats, etc

353E: 2N 18E 36 SAILING (P/D)
 1 N 18E 13 E 1/2 SE
 24 E 1/2 NE

-	37-00353		00/00/0000	/Z			WR
-	37-00353A		00/00/0000	/Z			WR
6 .4	37-00353B	FOSNOT, ROBERT E.	C	06/12/1886	D/	BIG WOOD RIVER	IRR WR
-	37-00353C		00/00/0000	/Z			WR
6 .2	37-00353D	DRIEVER, DOUGLAS	C	06/12/1886	D/	BIG WOOD RIVER	IRR WR
5.6	37-00353E	JOHNSON, JAMES	C	06/12/1886	D/	BIG WOOD RIVER	IRR WR
7.5 .2	37-00353F	CHEK, GUS	C	06/12/1886	D/	BIG WOOD RIVER	IRR WR
100 .4	A37-00353	BICK, J KARL	C	06/12/1886	D/	BIG WOOD RIVER	IRR AJ
-		BICK, JUDITH G	C				STOCK
-	A37-00353A	SPLIT RIGHT	C	06/12/1886	/Z	BIG WOOD RIVER	IRR AJ
-						SPLIT RIGHT	
200 .4	A37-00353B	STRICKER, EDWARD W	C	06/12/1886	D/	BIG WOOD RIVER	IRR AJ
-		STRICKER, JEANNINE	C				STOCK
-	A37-00353C	SPLIT RIGHT	C	06/12/1886	/Z	BIG WOOD RIVER	IRR AJ
-						SPLIT RIGHT	
200 3.6	A37-00353D	GARDNER, ROBERT	C	06/12/1886	D/	BIG WOOD RIVER	IRR AJ
-		GARDNER, KATHRYN	C				
10 .4	A37-00353E	OPPENHEIMER JR, HARR	C	06/12/1886	D/	BIG WOOD RIVER	IRR AJ
10 .2	A37-00353F	ZIKER TRUSTEE, RICH	C	06/12/1886	D/	BIG WOOD RIVER	IRR AJ
-		ZIKER TRUSTEE, PAULA	C				
6 .2	A37-00353G	DRIEVER, DOUGLAS	C	06/12/1886	D/	BIG WOOD RIVER	IRR AJ
7.5 .2	A37-00353H	KANTENWEIN, REID	C	06/12/1886	D/	BIG WOOD RIVER	IRR AJ
7.5 .2	A37-00353J	OLSEN LIVESTOCK CONS	C	06/12/1886	D/	BIG WOOD RIVER	IRR AJ
9 .36	A37-00353K	PRICE, SHERRY	C	06/12/1886	D/	BIG WOOD RIVER	IRR AJ
-		PRICE, BRUCE	C				
10 .36	A37-00353L	GOICOECHEA, TOM	C	06/12/1886	D/	BIG WOOD RIVER	IRR AJ
-		GOICOECHEA, ANNETTE	C				
-	R37-00353	BICK, JUDITH G	C	06/12/1886	D/	BIG WOOD RIVER	IRR AJ
-		BICK, J KARL	C				STOCK

6.4

6.32

-	37-00363	3.2	00/00/0000	/Z				WR
-	37-00363A		00/00/0000	/Z				WR
2.16	37-00363B	CLOUGHTON, WILLIAM	C 04/12/1883	D/	BIG WOOD RIVER	IRR		WR
-	37-00363C		00/00/0000	/Z				WR
3	37-00363D	POWERS, DOUGLAS J.	C 04/12/1883	D/	BIG WOOD RIVER	IRR		WR
-		POWERS, MRS. DOUGLAS	C					
-	37-00363E		00/00/0000	/Z				WR
14	37-00363F	BRAMON, FRANK	C 04/12/1883	D/	GROUNDWATER	IRR		WR
22	37-00363G	JUSTUS, U. S.	C 04/12/1883	D/	BIG WOOD RIVER	IRR		WR
22	37-00363H	MC ILHENNY, SCOTT	C 04/12/1883	D/	BIG WOOD RIVER	IRR		WR
-	-----	-----	-	-----	-----	-----	-----	---
2.23	A37-00363B	GLENDALE FARMS PARTN	C 04/12/1883	D/	BIG WOOD RIVER	IRR		AJ
3	A37-00363D	CHEK, GUS A	C 04/12/1883	A/	BIG WOOD RIVER	IRR		AJ
14	A37-00363F	BRAMON, FRANKLIN L	C 04/12/1883	D/	GROUNDWATER	IRR		AJ
-		BRAMON, DARLENE M	C					
22	A37-00363G	ARRATE, CHRISTINA	C 04/12/1883	D/	BIG WOOD RIVER	IRR		AJ
-	R37-00363F	BRAMON, FRANKLIN L	C 04/12/1883	D/	GROUNDWATER	IRR		AJ
-		BRAMON, DARLENE M	C					
-	R37-00363G	ARRATE, CHRISTINA	C 04/12/1883	D/	BIG WOOD RIVER	IRR		AJ

Water Rights Database:

SD-0604-2 Township: 01N Range: 18E Section: 13 Tract: SESE Lot:

S	L	STATE	O	S	Max # Records	32	
E	O	Water	Name	W	T	Priority	Use
L Tract T	Right No.	Last, First	N	AC	G	Date	Code Desc
SESE	37-00353D	DRIEVER, DOUGLAS	C	6	D	06/12/1886	01 IRR
		JOHNSON, JAMES	O				
SESE	37-00353E	JOHNSON, JAMES	C		D	06/12/1886	01 IRR
SESE	37-00363D	JUSTUS, U. S.	O	16	D	04/12/1883	01 IRR
		POWERS, DOUGLAS J.	C				
		POWERS, MRS. DOUGLAS J	C				

Adjudication Database:

SD-0604-2 Township: 01N Range: 18E Section: 13 Tract: SESE Lot:

S	L	STATE	O	S	Max # Records	67	
E	O	Water	Name	W	T	Priority	Use
L Tract T	Right No.	Last, First	N	AC	G	Date	Code Desc
SESE	A37-00363D	CHEK, GUS A	C	16	A	04/12/1883	01 IRR
SESE	A37-00353A	JOHNSON, JAMES	O			06/12/1886	01 IRR
		SPLIT RIGHT	C				
SESE	A37-00353C	CHEK, GUS A.	O	15		06/12/1886	01 IRR
		SPLIT RIGHT	C				
SESE	A37-00353G	DRIEVER, DOUGLAS	C	6	D	06/12/1886	01 IRR
SESE	37-10722	POWERS, DOUGLAS J	C		J	05/01/1974	43 DOMEST
		CHEK, GUS A	O				

Query in response to inquiry by Jerry Turco, rec'd 1/18/99

Notes:



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

RECEIVED

January 28, 2000

FEB 01 2000

Department of Water Resources
Southern Region

NOTICE OF MEETING

Dear Interested Party:

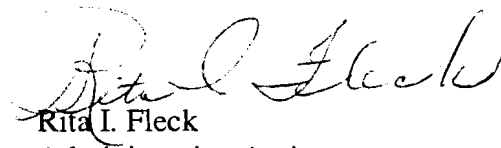
Re: Preliminary Order – Richard and Paula Ziker, Trustees of the Ziker Family Trust
Water Right No. 37-00353

On December 29, 1999, the Preliminary Order for the above-referenced matter was mailed. Since that time, several parties to the matter have asked the Department to conduct an informal meeting to discuss the matter.

A meeting has been scheduled for Tuesday, February 8, 2000 at the Blaine County Courthouse, Hailey, Idaho starting at 10:00 a.m. It will be held in the upstairs meeting room.

If you have any questions prior to this meeting, please contact the Department at (208) 327-7900.

Sincerely,



Rita I. Fleck
Administrative Assistant

c: ~~Allen~~ Merritt, Southern Region

Attachment: ~~Names and Addresses of Parties~~

JAMES P SPECK
SPECK & AANESTAD
PO BOX 987
KETCHUM ID 83340

SCOTT CAMPBELL
ELAM & BURKE
PO BOX 1539
BOISE ID 83701

ROBERT AND KATHRYN GARDNER
PO BOX 470
BELLEVUE ID 83313

ROBERT EARL FOSNOT
PO BOX 290
BELLEVUE ID 83313

PAUL R FOSNOT
837 LAUREL AVENUE
POMONA CA 91767

REID KANTENWEIN
PO BOX 1525
HAILEY ID 83333

HARRY L OPPENHEIMER JR
246 SUMMIT DRIVE
CORDE MADERA CA 93925

EDWARD AND JEANNINE STRICKER
10767 STATE HIGHWAY 75
BELLEVUE ID 83313

DOUGLAS DRIEVER
PO BOX 2072
HAILEY ID 83333

J KARL AND JUDITH G BICK
PO BOX 2014
SUN VALLEY ID 83353

JUDITH GRIGSBY
PO BOX 254
BELLEVUE ID 83313

E LEE SCHLENDER
PO BOX 296
HAILEY ID 83333

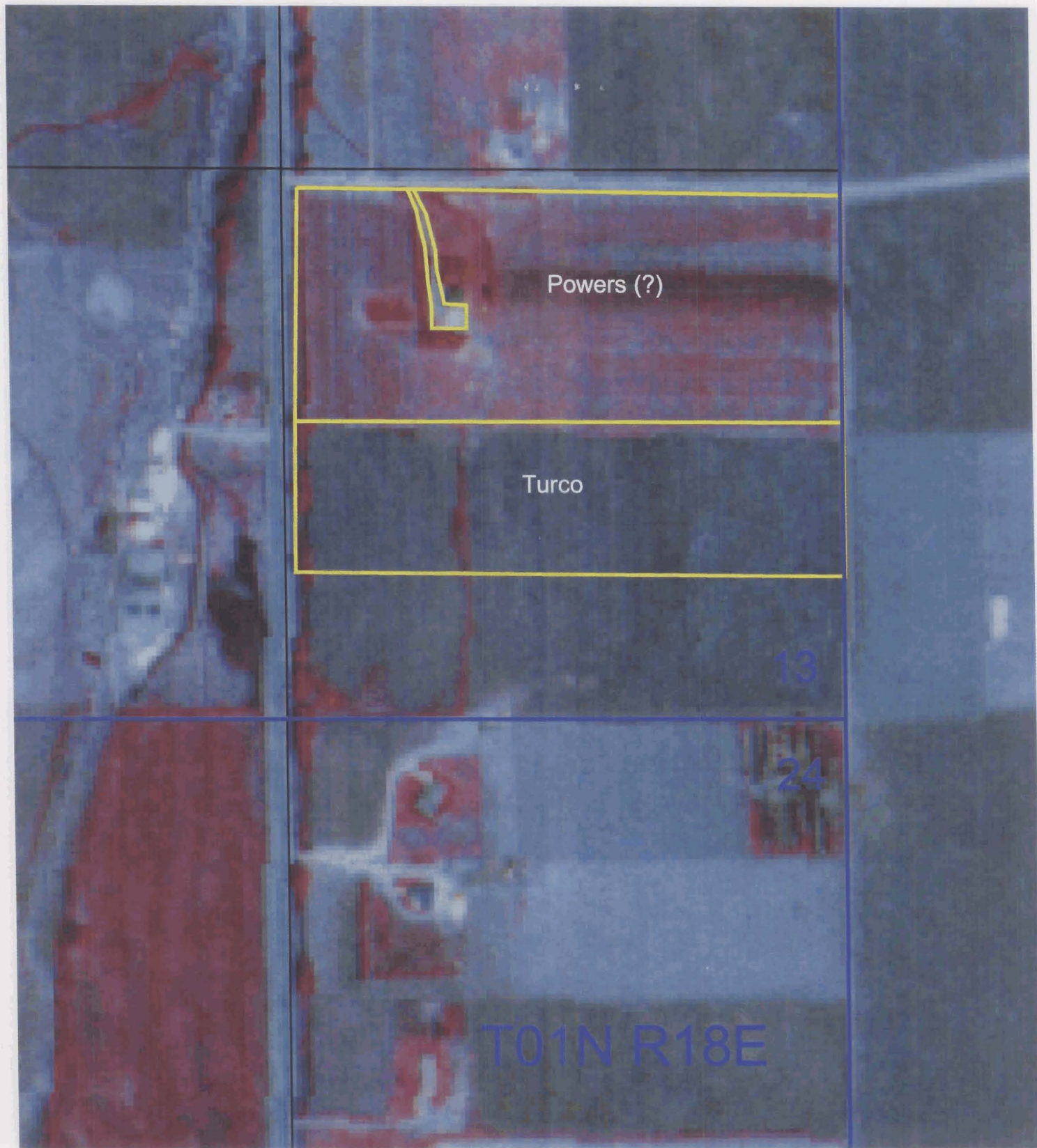
JIM EAKIN
WOOD RIVER VALLEY
IRRIGATION DIST 45
PO BOX 296
BELLEVUE ID 83313-0296

BRUCE & SHERRY PRICE
PO BOX 1022
BELLEVUE ID 83313

TOM & ANNETTE GOICOECHEA
PO BOX 193
HAILEY ID 83333

LEE PETERSON
WATERMASTER
WATER DIST 37
PO BOX T
SHOSHONE ID 83352

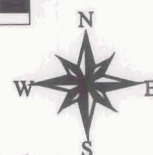
E LEE SCHLENDER
300 2ND AVENUE SOUTH
HAILEY ID 83333-8404



660 0 660 Feet

-  Subject Property
-  Point(s) of Diversion
-  Section Lines
-  Quarter/Quarter Lines

Turco
Approximate place of use



1/12/00
6/4/99, D Jones

Jerry Turco
525 Riverside Avenue
Lyndhurst, NJ 07071

January 13, 2000

RECEIVED

JAN 18 2000

Department of Water Resources
Southern Region

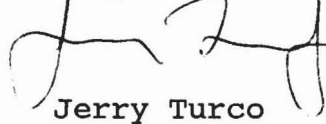
State of Idaho
Department of Water Resources
1341 Fillmore St., Suite 200
Twin Falls, Idaho 83301-3380
ATT: DOUG JONES

Dear Mr. Jones:

Enclosed is a copy of information you requested on water adjudication for my property.

If you need to contact me, please do so at 201-460-8981.
Thank you.

Very truly yours,



Jerry Turco

JT/ab
Enclosure

Responding to Preliminary Orders Issued by the Idaho Department of Water Resources

The Idaho Department of Water Resources (Department) issues water right permits, licenses, and transfers as preliminary orders pursuant to section 67-5243, Idaho Code. **A preliminary order can and will become a final order without further action of the department unless a party petitions for reconsideration or files an exception and/or brief as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the Department within fourteen (14) days of the service date of the order. The Department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See section 67-5243(3), Idaho Code.

EXCEPTIONS AND BRIEFS

Within twenty-one (21) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from a preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding. Otherwise, a preliminary order will become a final order of the Department.

If any party appeals or takes exceptions to a preliminary order, opposing parties shall have twenty-one (21) days to respond to any party's appeal. Written briefs in support of or taking exceptions to the preliminary order shall be filed with the Department. The Department retains the right to review the preliminary order on its own motion.

ORAL ARGUMENT

If the Department grants a petition to review a preliminary order, the Department shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Department will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Department orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Department in connection with a preliminary order shall be served on all other parties to the proceedings in accordance with Rules of Procedure 302 and 303.

FINAL ORDER

The Department will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Department may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

RECEIVED

DEC 30 1999

Department of Water Resources
Southern Region

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF A CALL FOR)
DELIVERY OF WATER RIGHT NO.)
37-00353 TO RICHARD AND PAULA)
ZIKER, TRUSTEES)
_____)

PRELIMINARY ORDER

James Speck, an attorney representing Richard and Paula Ziker, requested delivery of 0.20 cfs (10 miners inches) of water from the Big Wood River under water right No. 37-00353. After reviewing the files and records of the Department, Water District 37, and Blaine County, the Department of Water Resources enters the following Findings of Fact, Conclusions of Law, and Preliminary Order.

FINDINGS OF FACT

1. Water Right No. 37-00353 was decreed to James Johnson in the case of S. C. Frost, et al v. Alturas Water Co., et al. The right is for 6.4 cfs to be diverted from the Big Wood River for irrigation of the E1/2SE1/4 of Section 13 and the E1/2NE1/4, Section 24, T1N, R18E, B.M., Blaine County (approximately 160 acres). The water right has been diverted into the Wood River Valley Irrigation District No. 45 canal located within the SW1/4NW1/4, Section 36, T2N, R18E, for delivery to users of the water. The priority of right No. 37-00353 is June 12, 1886.

2. The decreed place of use for right No. 37-00353 was divided in the early 1970's into an 18 lot subdivision known as the Dean Ranch Subdivision. The records of the Department and Water District 37 indicate that right No. 37-00353 was appurtenant to and used upon the decreed place of use up to the time the land was subdivided and on some of the subdivision lots and other land each year thereafter. Lot 8A, Block 1 of the subdivision has not been irrigated for more than 10 years as evidenced by a review of aerial photographs and other information available to the department.

3. Richard and Paula Ziker, as Trustees of the Ziker Family Trust, dated July 20, 1992, claim ownership of Lot 8A, Block 1, Dean Ranch Subdivision. The deeds in the chain of title filed with Blaine County for this lot from the creation of the subdivision to the present are summarized as follows:

- a. On November 19, 1974, M.D. and Katherine J. Dean conveyed by warranty deed approximately 20 acres in the NE1/4NE1/4, Section 24, T1N, Range 18E including what is now Lot 8A, Block 1, of Dean Ranch Subdivision to M. Allyn Dingel and Robert J. Koontz, as tenants in common. The deed includes appurtenances, but does not describe appurtenant water rights.
- b. On October 30, 1979, M. Allyn Dingel and Robert J. Koontz, as tenants in common, conveyed by warranty deed Lot 8A, Block 1, Dean Ranch Subdivision (about 10 acres) to Cecil L. Potter and Marguerite Potter, husband and wife. The deed includes appurtenances, but does not describe appurtenant water rights.
- c. On October 17, 1983, Cecil L. Potter and Marguerite Potter, husband and wife, conveyed by warranty deed Lot 8A, Block 1, Dean Ranch Subdivision to James B. Stockman. The deed is silent concerning appurtenances.
- d. On December 18, 1989, James B. Stockman conveyed by warranty deed Lot 8A, Block 1, Dean Ranch Subdivision to William R. Long and Richard Ziker. The deed includes appurtenances, but does not describe appurtenant water rights.
- e. On January 19, 1990, Richard Ziker conveyed by quit-claim deed Lot 8A, Block 1, Dean Ranch Subdivision to William R. Long. The deed includes appurtenances, but does not describe appurtenant water rights.
- f. On January 29, 1993, Richard Ziker conveyed by quit-claim deed his ownership interest in Lot 8A, Block 1, Dean Ranch Subdivision to Richard Ziker and Paula Ziker, as trustees of the Ziker Family Trust. The deed is silent concerning appurtenances.
- g. On June 2, 1993, William R. Long conveyed by quitclaim deed a one-half (1/2) undivided interest in Lot 8A, Block 1, Dean Ranch Subdivision to Richard Ziker, a married man as his sole and separate property. The deed is silent concerning appurtenances.
- h. On June 3, 1994, Richard and Paula Ziker, as trustees of the Ziker Family Trust, conveyed by warranty deed Lot 8A, Block 1, Dean Ranch Subdivision to themselves as husband and wife. The deed includes appurtenances, but does not describe appurtenant water rights.
- i. On June 3, 1994, William R. Long conveyed by warranty deed Lot 8A, Block 1, Dean Ranch Subdivision to Richard and Paula Ziker, as husband and wife. The deed includes appurtenances, but does not describe appurtenant water rights.

j. On January 22, 1999, Paula Ziker conveyed by quitclaim deed Lot 8A, Block 1, Dean Ranch Subdivision to Richard Ziker, a married man as his sole and separate property. The deed includes appurtenances, but does not describe appurtenant water rights.

k. On October 14, 1999, Richard Ziker conveyed by quitclaim deed Lot 8A, Block 1, Dean Ranch Subdivision to Richard and Paula Ziker, as trustees for Ziker Family Trust. The deed is silent concerning appurtenances.

4. Blaine County does not have any record of deeds transferring title of any part of Water Right No. 37-00353 separately from the appurtenant land during the time period of December 15, 1969 (the date land was deeded to M. D. Dean) to November 19, 1974 (the date of the initial sale of Lot 8).

5. Water District 37 records list the following as the current owners of water right No. 37-00353:

a. Harry L. Oppenheimer (20 miners inches) based upon a letter dated October 27, 1977 from M. D. Dean confirming the sale of the water to Jerry Lee Johnson, a February 16, 1978 warranty deed from Jerry Lee Johnson to Marvin Lotspeich, and a 1980 warranty deed from Marvin Lotspeich to Harry L. Oppenheimer.

b. Ed Stricker (20 miners inches) based upon an October 29, 1977 letter from M. D. Dean confirming sale of the water to Mr. Stricker.

c. Reid Kantenwein (10 miners inches) based upon IDWR approved transfer No. 3679 filed by Gus Chek. Mr. Chek's ownership was based upon a November 1, 1977 letter confirming sale of 20 inches of water to Mr. Chek. Mr. Chek subsequently sold 10 inches to Douglas Driever. The water is to be used upon 10 acres in the SW1/4SW1/4, Section 18, T1N, R19E. Pursuant to permit No. 37-08660, the 10 inches of water held by Kantenwein under right No. 37-00353 is to be left undiverted from the Big Wood River to mitigate depletions in flow of the river resulting from pumping of ground water under permit No. 37-08660.

d. Douglas Driever (10 miners inches) based upon an October 4, 1991 letter from Gus Chek confirming sale of the water and Transfer No. 3679 approved by the department.

e. Robert Gardner (180 miners inches) based upon a June 25, 1982 letter from M. D. Dean confirming sale of the water to Mr. Gardner.

f. Judy Grigsby (20 miners inches) based upon a June 25, 1982 letter from M. D. Dean to John Peterson, a quitclaim deed dated November 3, 1993 from

John Peterson to J. Karl Bick, and warranty and quitclaim deeds dated April 17, 1998 from J. Karl Bick to Judy Grigsby.

g. Robert Fosnot (20 miners inches) based upon Transfer No. 2948 approved by the department.

h. Olsen Livestock Consulting (20 miners inches) based upon an amended preliminary order issued by the Department on August 25, 1997.

6. Water District 37 records include documents indicating that Robert Kierstad had an ownership interest in 0.8 cfs (40 miners inches) of right No. 37-00353. Mr. Kierstad has not filed a claim in the Snake River Basin Adjudication (SRBA), has not called for water for many years, and the county records indicate that his ownership interest may no longer exist.

7. The records of Water District 37 do not list Ziker Family Trust as an owner of part of right No. 37-00353. The watermaster records indicate that an assessment has not been paid for delivery of water for use on Lot 8A, Block 1, Dean Ranch Subdivision since 1982 or earlier.

8. The following have claimed portions of right No. 37-00353 in the Snake River Basin Adjudication (SRBA):

- | | | |
|----|--|-------------------|
| a. | A37-00353 J. Karl & Judith G. Bick | 20 miners inches |
| b. | A37-00353B Edward & Jeannine Stricker | 20 miners inches |
| c. | A37-00353D Robert & Kathryn Gardner | 180 miners inches |
| d. | A37-00353E Harry L. Oppenheimer, Jr. | 20 miners inches |
| e. | A37-00353F Ziker Family Trust | 10 miners inches |
| f. | A37-00353G Douglas Driever | 10 miners inches |
| g. | A37-00353H Reid Kantenwein | 10 miners inches |
| h. | A37-00353J Olsen Livestock Consult. | 20 miners inches |
| i. | A37-00353K Sherry Price | 18 miners inches |
| j. | A37-00353L Tom Goicoechea | 18 miners inches |
| k. | A37-11688 Paul R. & Robert E. Fosnot
(This claim is based upon water right No. 37-00353.) | 20 miners inches |

9. The SRBA claims on file total 346 miners inches. The claims exceed the amount of the diversion rate authorized by Right No. 37-00353 by 26 miners inches.

10. The Water District 37 records show that Wood River Valley Irrigation District No. 45 has paid the Water District 37 assessments for 1997 for Gus Chek and for 1996 and 1997 for Robert Kierstad.

11. Water District 37 has been active each year since 1974 and earlier.

12. Rule 104 of the "Rules of Procedure of the Idaho Department of Water Resources," IDAPA 37.01.01, authorize the department to initiate a formal proceeding by issuing an informal determination that will become final in the absence of further action by the person(s) to whom the document is addressed.

CONCLUSIONS OF LAW

1. Water right No. 37-00353 has not been forfeited as evidenced by the Water District 37 records of delivery and use, although use has not occurred on Lot 8A, Block 1 Dean Ranch Subdivision for many years.

2. Lot 8A, Block 1 Dean Ranch Subdivision was included in the decreed place of use of water right No. 37-00353. Unless a change in place of use was made in accordance with a valid transfer procedure, water right No. 37-00353 is prorated uniformly to the place of use; i.e., two miners inches to each acre of the place of use, Crow v. Carlson, 107 Idaho 461 (1984).

3. A water right is an appurtenance to the land and passes by conveyance of the land unless it was specifically reserved in the deed or it can be clearly shown that it was known to both parties that the water right was not intended to be conveyed. Russell v. Irish, 20 Idaho 194, 118 P. 501 (1911). Because the 1974 deed from M. D. and Katherine Dean to M. Allyn Dingel and Robert J. Koontz does not specifically reserve water rights from the sale, a proportionate share of water right 37-00353 remains appurtenant to the parcel. Deeds and letters confirming the sale of portions of the decreed water right issued by M. D. Dean subsequent to the 1974 deed to Curtis purporting to convey water rights could not have moved the water right from Lot 8A.

4. Section 42-607, Idaho Code, provides that a water user can not adversely possess the water rights of another user in an active water district.

5. The information available to the department indicates that a proportionate share of water right No. 37-00353 is appurtenant to Lot 8A, Block 1, Dean Ranch Subdivision. The watermaster of Water District 37 should be instructed to deliver the water to the authorized point of diversion for delivery and irrigation use.

6. The department is not able with the information presently available to determine which of the persons presently listed in the Water District 37 records as owning a portion of water right No. 37-00353 are not entitled to the full amount attributed to them. This matter is left for further determination by the department or the district court. Because some of the persons listed as owning part of the right are not calling for delivery under the right and have not done so for several years, the watermaster can satisfy Richard and Paula Ziker's call without otherwise changing the delivery to those entitled to use the water. If calls for water by those entitled to receive the water exceed the total amount of the right, delivery to each user will be proportionately reduced until the ownership issue is resolved.

7. A ruling by the Department with respect to a call, including the present Ziker Family Trust call, is an interim determination subject to review and revision by the SRBA Court.

ORDER

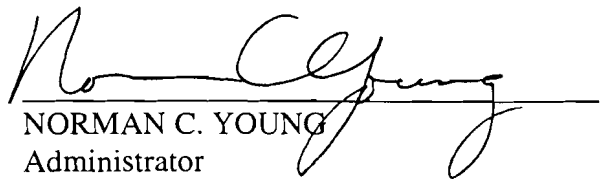
It is, therefore, hereby ordered:

1. The watermaster of Water District 37 is instructed to deliver 0.20 cfs of water right 37-00353 with a June 12, 1886 priority date to the Wood River Valley Irrigation District No. 45 headgate in the SW1/4NW1/4, Section 36, T2N, R18E for use by Richard and Paula Ziker, as trustee for Ziker Family Trust. Prior to delivery of the water under this order, Richard and Paula Ziker, as trustees for Ziker Family Trust, shall have paid any applicable Water District 37 assessments.

2. This Order does not constitute a determination that Ziker Family Trust has a right-of-way, easement, or other necessary authorities and approvals needed to convey water through the Wood River Valley Irrigation District headgate and canal system.

3. This Order is a preliminary determination subject to revision if additional information is submitted indicating that water right No. 37-00353 is no longer appurtenant to Lot 8A, Block 1, Dean Ranch Subdivision. All persons receiving this order and others using or claiming the use of water under right No. 37-00353 have the opportunity to seek reconsideration or file exceptions in accordance with Rule 730 of the "Rules of Procedure of the Department of Water Resources," IDAPA 37.01.01.

Signed at Boise, Idaho this 29TH day of December, 1999.


NORMAN C. YOUNG
Administrator
Water Management Division

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 30th day of December, 1999, the above and foregoing document was served upon the following by placing a copy of the same in the United States Mail, postage prepaid and properly addressed to the following:

James P. Speck
Speck & Aanestad
P.O. Box 987
Ketchum ID 83340

Scott Campbell
Elam & Burke
P.O. Box 1539
Boise, ID 83701

Robert and Kathryn Gardner
P.O. Box 470
Bellevue, ID 83313

Robert Earl Fosnot
P.O. Box 290
Bellevue, ID 83313

Paul R. Fosnot
837 Laurel Avenue
Pomona, CA 91767

Reid Kantenwein
P.O. Box 1525
Hailey, ID 83333

Harry L. Oppenheimer, Jr.
246 Summit Drive
Corde Madera, CA 93925

Edward and Jeannine Stricker
10767 State Highway 75
Bellevue, ID 83313

Douglas Driever
P.O. Box 2072
Hailey, ID 83333

J. Karl and Judith G. Bick
P.O. Box 2014
Sun Valley, ID 83353

Judith Grigsby
P.O. Box 254
Bellevue, ID 83313

E. Lee Schlender
P.O. Box 296
Hailey, ID 83333

Jim Eakin
Wood River Valley
Irrigation District 45
P.O. Box 296
Bellevue, ID 83313-0296

Bruce & Sherry Price
P.O. Box 1022
Bellevue, ID 83313

Tom & Annette Goicoechea
P.O. Box 193
Hailey, ID 83333

Lee Peterson
Watermaster
Water District 37
P.O. Box T
Shoshone, ID 83352



Deborah Drew-Ellis
Administrative Asst., Legal Services



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 327-7900 FAX: (208) 327-7866

RECEIVED

DEC 30 1999

Department of Water Resources
Southern Region

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

December 29, 1999

James P. Speck
Speck & Aanestad
P.O. Box 987
Ketchum, ID 83340

Re: Preliminary Order In The Matter of a Call for Delivery of
Water Right No. 37-00353

Dear Mr. Speck:

The accompanying order is a **Preliminary Order** issued by the department pursuant to Section 67-5243, Idaho Code. It can and will become a final order without further action of the department unless a party petitions for reconsideration within fourteen (14) days after issuance as described in the enclosed information sheet.

If you have any questions regarding this matter, please call me at (208) 327-7920.

Sincerely,

Deborah Drew-Ellis
Administrative Asst., Legal Services

Encl.

cc: Parties listed in the Certificate of Service
✓ Allen Merritt, Southern Region



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

December 20, 1999

Lee Peterson, Watermaster
Water District 37
P.O. Box P
Shoshone, Idaho 83352

RECEIVED
DEC 28 1999
Department of Water Resources
Southern Region

Re: Assessment of Claims to Right No. ~~37-00353~~ Frost Decree – James Johnson)

Dear Lee:

You have requested guidance from the Department of Water Resources on which claimants to parts of Right No. 37-00353 should be included in the Water District 37 "Decree Book." Claims to various parts of the right have been filed in the Snake River Basin Adjudication. The claims, in total, exceed the decreed amount of the right. Some of the new claimants were not previously identified in the Water District records as having an ownership interest in the water right and have not been previously assessed by the Water District. Some of the claimants not previously identified in the Water District's records have called for water delivery based upon their claims. It is my understanding that the right is delivered by the Water District to the head of the District 45 canal along which most of the claimants are located. Because the Water District does not control delivery from the canal, your records do not verify use of water under the rights by the claimants.

Based upon this understanding Water District 37 should include in its Decree Book each of the water users claiming a part of Right No. 37-00353 that have demonstrated a probable ownership. Those having a probable ownership in the right include:

a. Water users listed in the Water District Records as having an ownership interest. These include:

1. Gardner	180 inches
2. Fosnot	20 inches
3. Grigsby (formerly Bick)	20 inches
4. Kantenwein	10 inches
5. Oppenheimer	20 inches
6. Stricker	20 inches
7. Driever	10 inches

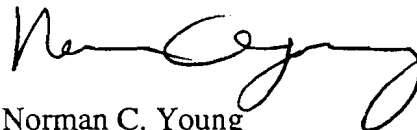
It is my understanding that the Water District Records also at one time listed Robert Keirstad as the owner of 40 miners inches. Because Mr. Keirstad has not filed a claim in the SRBA, the county records cast doubt on his continued ownership of any of the right, and he has not called for water for many years, I suggest that Mr. Keirstad not be listed in the Decree Book until these issues are resolved.

b. Claimants not previously listed in the Water District records which have now filed a claim in the SRBA and for which IDWR has entered a preliminary order in response to a petition for distribution by the watermaster. Olsen Livestock Consulting falls into this category.

Other claimants who have not demonstrated a probable ownership to a part of the right, even though they have claims pending in the SRBA, should not be include in the Decree Book until such time as the court confirms their right or IDWR has entered a preliminary order recognizing, at least for the interim period prior to action by the court, that a probable ownership exists by the claimant. The claims filed by Ziker, Price, and Goicoechea are in this category. Ziker has a pending petition calling for distribution of water and has supplied some ownership information. If an order to deliver results from the petition, Ziker should then be included in the Decree Book.

At this time the claimants calling for water that have demonstrated a probable ownership in the right do not exceed the amount of the right. It is easy to see that this will not be the case if all existing claimants call for delivery of water. The preliminary order entered in response to the Olsen Livestock Consulting petition indicates that the amount of water would be prorated among all the claimants if others demonstrate probable ownership to the amounts they are claiming. It is important that all claimants be advised of petitions calling for water under the new claims to allow them to participate in administrative actions. IDWR will provide copies of all preliminary orders to all claimants. Action to resolve the matter in the SRBA is still off in the future because the preliminary Director's Report for Basin 37 is scheduled to be available in December 2002.

Sincerely,

A handwritten signature in black ink, appearing to read "Norman C. Young", written in a cursive style.

Norman C. Young
Administrator
Water Management Division

A37-00353	BICK, J KARL	C	06/12/1886	D/	BIG WOOD RIVER	1 IRR
	BICK, JUDITH G	C				4 STOCK
A37-00353A	SPLIT RIGHT,	C	06/12/1886	/Z	BIG WOOD RIVER	1 IRR
					SPL IT RI GHT	
A37-00353B	STRICKER, EDWARD W	C	06/12/1886	D/	BIG WOOD RIVER	1 IRR
	STRICKER, JEANNINE	C				4 STOCK
A37-00353C	SPLIT RIGHT,	C	06/12/1886	/Z	BIG WOOD RIVER	1 IRR
					SPL IT RI GHT	
A37-00353D	GARDNER, ROBERT	C	06/12/1886	D/	BIG WOOD RIVER	1 IRR
	GARDNER, KATHRYN	C				
~~A37-00353E~~	OPPENHEIMER JR, HARRY	C	06/12/1886	D/	BIG WOOD RIVER	1 IRR
A37-00353F	ZIKER TRUSTEE, RICHARD	C	06/12/1886	D/	BIG WOOD RIVER	1 IRR
	ZIKER TRUSTEE, PAULA	C				
A37-00353G	DRIEVER, DOUGLAS	C	06/12/1886	D/	BIG WOOD RIVER	1 IRR
A37-00353H	KANTENWEIN, REID	C	06/12/1886	D/	BIG WOOD RIVER	1 IRR
A37-00353J	OLSEN LIVESTOCK CONSUL	C	06/12/1886	D/	BIG WOOD RIVER	1 IRR
A37-00353K	PRICE, SHERRY	C	06/12/1886	D/	BIG WOOD RIVER	1 IRR
	PRICE, BRUCE	C				
A37-00353L	GOICOECHEA, TOM	C	06/12/1886	D/	BIG WOOD RIVER	1 IRR
	GOICOECHEA, ANNETTE	C				



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

December 20, 1999

Lee Peterson, Watermaster
Water District 37
P.O. Box P
Shoshone, Idaho 83352

RECEIVED
DEC 28 1999
Department of Water Resources
Southern Region

Re: Assessment of Claims to Right No. 37-00353 (Frost Decree – James Johnson)

Dear Lee:

You have requested guidance from the Department of Water Resources on which claimants to parts of Right No. 37-00353 should be included in the Water District 37 "Decree Book." Claims to various parts of the right have been filed in the Snake River Basin Adjudication. The claims, in total, exceed the decreed amount of the right. Some of the new claimants were not previously identified in the Water District records as having an ownership interest in the water right and have not been previously assessed by the Water District. Some of the claimants not previously identified in the Water District's records have called for water delivery based upon their claims. It is my understanding that the right is delivered by the Water District to the head of the District 45 canal along which most of the claimants are located. Because the Water District does not control delivery from the canal, your records do not verify use of water under the rights by the claimants.

Based upon this understanding Water District 37 should include in its Decree Book each of the water users claiming a part of Right No. 37-00353 that have demonstrated a probable ownership. Those having a probable ownership in the right include:

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- | | |
|----------------------------|------------|
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| 2. Fosnot | 20 inches |
| 3. Grigsby (formerly Bick) | 20 inches |
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Lee Peterson, Watermaster
December 20, 1999
Page 2

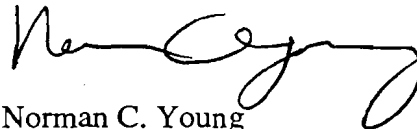
It is my understanding that the Water District Records also at one time listed Robert Keirstad as the owner of 40 miners inches. Because Mr. Keirstad has not filed a claim in the SRBA, the county records cast doubt on his continued ownership of any of the right, and he has not called for water for many years, I suggest that Mr. Keirstad not be listed in the Decree Book until these issues are resolved.

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At this time the claimants calling for water that have demonstrated a probable ownership in the right do not exceed the amount of the right. It is easy to see that this will not be the case if all existing claimants call for delivery of water. The preliminary order entered in response to the Olsen Livestock Consulting petition indicates that the amount of water would be prorated among all the claimants if others demonstrate probable ownership to the amounts they are claiming. It is important that all claimants be advised of petitions calling for water under the new claims to allow them to participate in administrative actions. IDWR will provide copies of all preliminary orders to all claimants. Action to resolve the matter in the SRBA is still off in the future because the preliminary Director's Report for Basin 37 is scheduled to be available in December 2002.

Sincerely,

A handwritten signature in black ink, appearing to read 'Norman C. Young', with a stylized, flowing script.

Norman C. Young
Administrator
Water Management Division

A37-00353E

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE

STATE OF IDAHO

FILED
JUL 24 1997
Department of Water Resources

IN THE MATTER OF A CALL FOR)
DELIVERY OF WATER RIGHT NO.)
37-0353 TO OLSEN LIVESTOCK)
CONSULTANTS, INC.)
_____)

PRELIMINARY ORDER

Scott Campbell, an attorney representing Olsen Livestock Consultants, Inc., requested delivery of 0.40 cfs (20 miners inches) of water from the Big Wood River under water right No. 37-0353. After reviewing the files and records of the Department, Water District 37, and Blaine County, the Department of Water Resources enters the following Findings of Fact, Conclusions of Law, and Preliminary Order.

FINDINGS OF FACT

1. Water Right No. 37-0353 was decreed to James Johnson in the case of S. C. Frost, et al vs. Alturas Water Co., et al. The right is for 6.4 cfs to be diverted from the Big Wood River for irrigation of the E1/2SE1/4 of Section 13 and the E1/2NE1/4, Section 24, T1N R18E, B.M., Blaine County (approximately 160 acres). The water right has been diverted into the Wood River Valley Irrigation District No. 45 canal located within the SW1/4NW1/4, Section 36, T2N, R18E, for delivery to users of the water. The priority of right No. 37-0353 is June 12, 1886.

2. The decreed place of use for right No. 37-0353 was divided in the early 1970's into an 18 lot subdivision known as the Dean Ranch Subdivision. The records of the Department and Water District 37 indicate that right No. 37-0353 was appurtenant to and used upon the decreed place of use up to the time the land was subdivided and on some of the subdivision lots and other land each year thereafter. Lot 2, Block 1 of the subdivision has not been irrigated for more than 10 years as evidenced by a review of aerial photographs and other information available to the department.

3. Olsen Livestock Consultants, Inc. claims ownership of Lot 2, Block 1, Dean Ranch Subdivision. The deeds in the chain of title filed with Blaine County for this lot from the creation of the subdivision to the present are summarized as follows:

a. M.D. and Katherine Dean deeded Lot 1 (approximately 8 acres) and Lot 2 (approximately 10 acres) with appurtenances to Charles A. and Debra Anne Curtis on November 1, 1974. Appurtenant water rights were not specifically described.

- b. Charles A. and D. Anne Curtis deeded Lot 1 with appurtenances to Robert E. Fosnot on October 19, 1978. Appurtenant water rights were not specifically described.
 - c. Charles A. and Debra Anne Curtis deeded Lot 2 with appurtenances to Dean R. and Judene Call on December 5, 1978. A water right with an 1887 priority date for 20 inches was specifically included.
 - d. Dean R. and Judene Call deeded Lot 2 with appurtenances to Robert D. and Sharyl M. Head on August 5, 1991. A water right with an 1887 priority date for 20 inches was specifically included.
 - e. Robert D. and Sharyl M. Head deeded Lot 2 with appurtenances to Olsen Livestock Consultants, Inc. on September 25, 1996. Appurtenant water rights were not specifically described.
4. Blaine County does not have any record of deeds transferring title of any part of Water Right No. 37-0353 separately from the appurtenant land during the time period of December 15, 1969 (date land was deeded to M. D. Dean) to November 1, 1974 (the date of the initial sale of Lot 1 and 2).
5. Water District 37 records list the following as the current owners of water right No. 37-0353:
- a. Harry L. Oppenheimer (20 miners inches) based upon a letter dated October 27, 1977 from M. D. Dean confirming the sale of the water to Jerry Lee Johnson, a February 16, 1978 warranty deed from Jerry Lee Johnson to Marvin Lotspeich, and a 1980 warranty deed from Marvin Lotspeich to Harry L. Oppenheimer.
 - b. Robert Kierstad (40 miners inches) based upon an October 28, 1977 letter from M. D. Dean confirming sale of water to Mr. Kierstad.
 - c. Ed Stricker (20 miners inches) based upon an October 29, 1977, letter from M. D. Dean confirming sale of the water to Mr. Stricker.
 - d. Gus Chek (10 miners inches) based upon a November 1, 1977, letter confirming sale of 20 inches of water to Mr. Chek. Mr. Chek subsequently sold 10 inches to Douglas Driever.
 - e. Douglas Driever (10 miners inches) based upon an October 4, 1991 letter from Gus Chek confirming sale of the water and Transfer No. 3679 approved by the department.

f. Robert Gardner (180 miners inches) based upon a June 25, 1982 letter from M. D. Dean confirming sale of the water to Mr. Gardner.

g. J Karl Bick (20 miners inches) based upon a June 25, 1982 letter from M. D. Dean to John Peterson and a quit claim deed dated November 3, 1993 from John Peterson to J Karl Bick.

h. Robert Fosnot (20 miners inches) based upon Transfer No. 2948 approved by the department.

6. The records of Water District 37 list a current owner for all 6.4 cfs (320 miners inches) of right No. 37-0353. Olsen Livestock Consultants, Inc. is not listed as a current owner by the water district. The watermaster records indicate that an assessment has not been paid for delivery of water for use on Lot 2, Block 1, Dean Ranch Subdivision since 1982 or earlier.

7. The following have claimed portions of right 37-0353 in the Snake River Basin Adjudication (SRBA):

- | | | |
|----|---|--------------------|
| a. | A37-0353 J. Karl & Judith G. Bick
(This claim was originally filed by John Peterson.) | 20 miners inches |
| b. | A37-0353B Edward & Jeannine Stricker | 20 miners inches |
| c. | A37-0353D Robert & Kathryn Gardner | 180 miners inches |
| d. | A37-0353E Harry L. Oppenheimer, Jr. | 20 miners inches |
| e. | A37-0353F William R. Long | 10 miners inches |
| f. | A37-0353G Douglas Drier
(This is one half of claim A37-0353C filed by Gus Chek.) | 10 miners inches |
| g. | A37-0353H Reid Kantenwein
(This is one half of claim A37-0353C filed by Gus Chek.) | 10 miners inches |
| h. | A37-0353J Tom Olsen | 13.5 miners inches |
| i. | A37-11688 Paul R. & Robert E. Fosnot
(This claim is based upon water right No. 37-0353.) | 20 miners inches |

8. The SRBA claims on file total 303.5 miners inches.

9. The Water District 37 records show that Wood River Valley Irrigation District No. 45 has paid the Water District 37 assessments for 1997 for Gus Chek and for 1996 and 1997 for Robert Kierstad.

10. The Department, Water District 37, and Blaine County records do not show the transfer of an 1887 water right to Lot 2, Block 1, Dean Ranch Subdivision.

11. Water District 37 has been active each year since 1974 and earlier.

12. Rule 104 of the "Rules of Procedure of the Idaho Department of Water Resources", IDAPA 37.01.01, authorize the department to initiate a formal proceeding by issuing an informal determination that will become final in the absence of further action by the person(s) to whom the document is addressed.

CONCLUSIONS OF LAW

1. Water right No. 37-0353 has not been forfeited as evidenced by the Water District 37 records of delivery and use, although use has not occurred on Lot 2, Block 1 Dean Ranch Subdivision for many years.

2. Lot 2, Block 1 Dean Ranch Subdivision was included in the decreed place of use of water right No. 37-0353. Unless a change in place of use was made in accordance with a valid transfer procedure, water right No. 37-0353 is prorated uniformly to the place of use; i.e., 2 miners inches to each acre of the place of use, Crow v. Carlson, 107 Idaho 461 (1984).

3. A water right is an appurtenance to the land and passes by conveyance of the land unless it was specifically reserved in the deed or it can be clearly shown that it was known to both parties that the water right was not intended to be conveyed. Russell v. Irish, 20 Idaho 194, 118 P. 501 (1911). Because the 1974 deed from M. D. and Katherine Dean to Charles A. and Debra Anne Curtis did not specifically reserve water rights from the sale, a proportionate share of water right 37-0353 remained appurtenant to the parcel. Deeds and letters confirming the sale of portions of the decreed water right issued by M. D. Dean subsequent to the 1974 deed to Curtis purporting to convey water rights could not have moved the water right from Lot 2.

4. The reference to an "1887" water right in the chain of title to Lot 2, Block 1, Dean Ranch Subdivision, appears to be a typographical error in describing the appurtenant May 12, 1886 priority water right because documentation has not been found to associate an 1887 priority water right with Lot 2, Block 1, Dean Ranch Subdivision. The inclusion of this reference to a water right in the deed to Mr. Call indicates that Mr. Curtis understood that a water right was appurtenant to Lot 2, Block 1, Dean Ranch Subdivision.

5. Section 42-607, Idaho Code, provides that a water user can not adversely possess the water rights of another user in an active water district.

6. The information available to the department indicates that a proportionate share of water right No. 37-0353 is appurtenant to Lot 2, Block 1, Dean Ranch Subdivision owned by Olsen Livestock Consultants, Inc. The watermaster of Water District 37 should be instructed to deliver the water to the authorized point of diversion for delivery and irrigation use.

7. The department is not able with the information presently available to determine which of the persons presently listed in the Water District 37 records as owning a portion of water right No. 37-0353 are not entitled to the full amount attributed to them. This matter is left for further determination by the department or the district court. Because some of the persons listed as owning part of the right are not calling for delivery under the right and have not done so for several years, the watermaster can satisfy the Olsen Livestock Consultant, Inc. call without otherwise changing the delivery to those entitled to use the water. If calls for water by those entitled to receive the water exceed the total amount of the right, delivery to each user will be proportionately reduced until the ownership issue is resolved.

ORDER

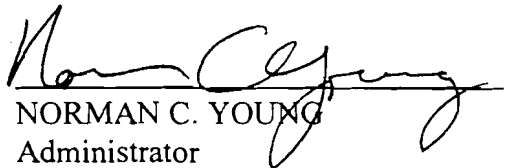
IT IS, THEREFORE, HEREBY ORDERED:

1. The watermaster of Water District 37 is instructed to deliver 0.20 cfs of water right 37-0353 with a June 12, 1886 priority date to the Wood River Valley Irrigation District No. 45 headgate in the SW1/4NW1/4, Section 36, T2N, R18E for use by Olsen Livestock Consultants, Inc. Prior to delivery of the water under this order, Olsen Livestock Consultants, Inc. shall have paid any applicable Water District 37 assessments.

2. This Order does not constitute a determination that Olsen Livestock Consultants, Inc. has a right-of-way, easement, or other necessary authorities and approvals needed to convey water through the Wood River Valley Irrigation District headgate and canal system.

3. This Order is a preliminary determination subject to revision if additional information is submitted indicating that water right No. 37-0353 is no longer appurtenant to Lot 2, Block 1, Dean Ranch Subdivision. All persons receiving this order and others using or claiming the use of water under right No. 37-0353 have the opportunity to seek reconsideration or file exceptions in accordance with Rule 730 of the "Rules of Procedure of the Department of Water Resources," IDAPA 37.01.01.

Signed at Boise, Idaho, this 22ND day of July, 1997.


NORMAN C. YOUNG
Administrator
Water Management Division

CERTIFICATE OF MAILING

I hereby certify that on the 23rd day of July, 1997, I served a true and correct copy of the foregoing document on the following person(s) by mailing in the U.S. mail, first class, with the correct postage affixed thereto:

Scott Campbell
Elam & Burke
PO Box 1539
Boise, Idaho 83701

J Karl and Judith G. Bick
PO Box 2014
Sun Valley, Idaho 83353

Gus Chek
PO Box 1984
Hailey, Idaho 83333

Robert and Kathryn Gardner
PO Box 470
Bellevue, Idaho 83313

William R. Long
11710 Mayfield Avenue
Los Angeles, California 90049

Robert Earl Fosnot
PO Box 290
Bellevue, Idaho 83313

E. Lee Schlender
PO Box 296
Hailey, Idaho 83333

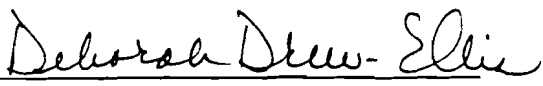
Edward and Jeannine Sticker
10767 State Highway 75
Bellevue, Idaho 83313

Douglas Driever
PO Box 2072
Hailey, Idaho 83333

Harry L. Oppenheimer, Jr.
246 Summit Drive
Corde Madera, California 93925

Reid Kantenwein
PO Box 1525
Hailey, Idaho 83333

Paul R. Fosnot
837 Laurel Avenue
Pomona, California 91767


DEBORAH DREW-ELLIS
Legal Secretary