

A67-10072



MICROFILMED
OCT 12 1992

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A67-10072
Date Received: 7/18/1989
Receipt No: W003703
Received By: Rdh

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: VEDA HARRELL 208-466-7445
Address: 1010 N 39TH ST
NAMPA, ID 83687

2. Date of Priority: DEC 31, 1900

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
15N	01W	34	NW	NE			ADAMS

5. Description of diverting works:
110' DEEP, 6" CASING, SUR PUMP, ARTESIAN, PIPED TO HOME & TROUGH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.020		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC 1 HOME, STOCKWATER UP TO 50 HD RANGE, SOME HORSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15N	01W	34	NW	NE		DOMEST	
			NW	NE		STOCK	

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Date: 07/18/89

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11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): Seda L. Harrell Date: July 18 1989

Date: _____

State of Idaho)
County of ADA) SS.

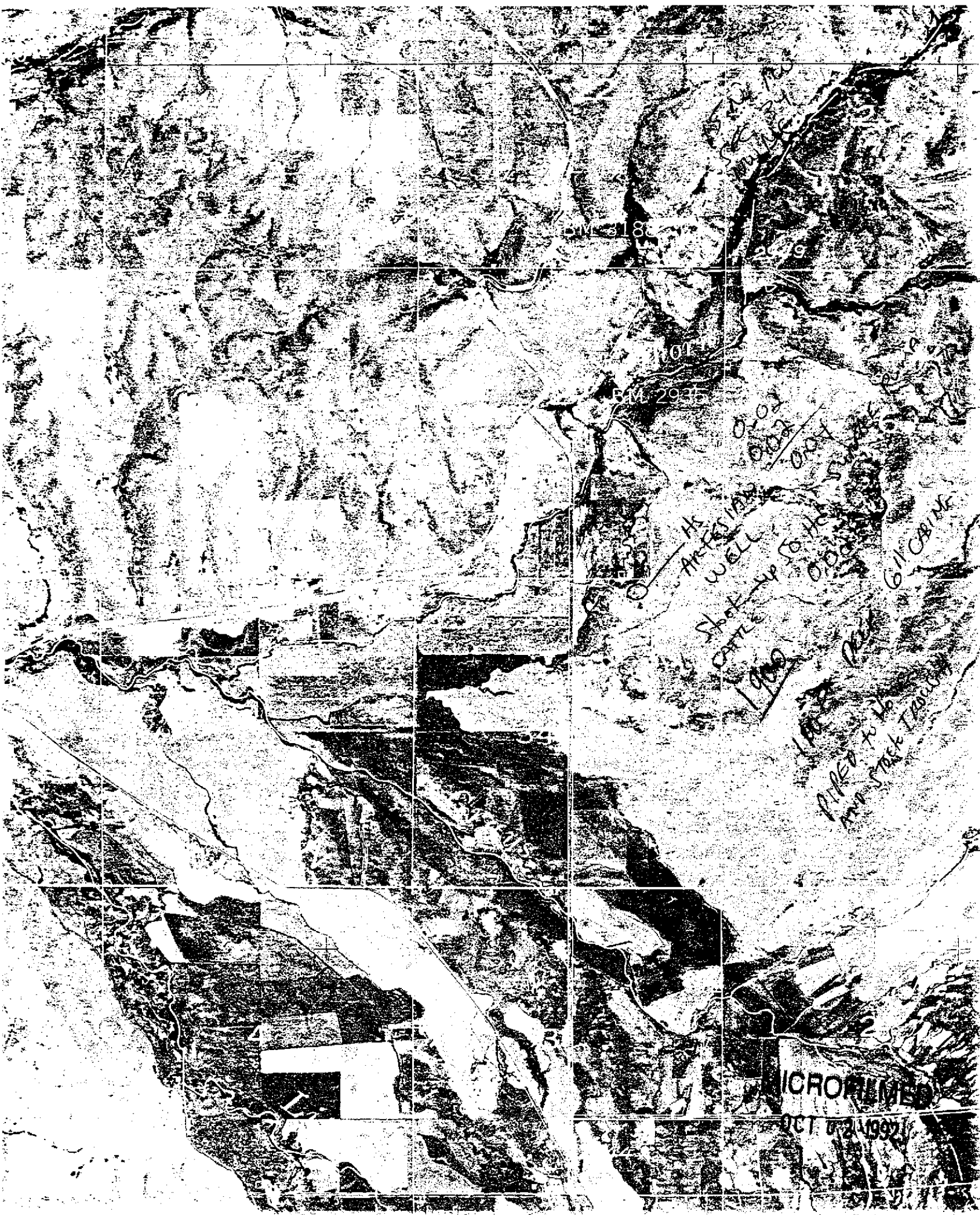
Subscribed and sworn (or affirmed) before me this 18th day
of July 19 89

Ron Howerton
Notary Public

Seal

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

A67-10072



SRBA

PARTIAL DECREE 67-10072

Issued on 09-20-2001.

This is not an official copy.

Contact IDWR or the Court for a Certified Copy.

Choose Landscape Orientation when printing.

NAME AND ADDRESS: C & V HARRELL RANCH LLC
C/O ROBERT C HARRELL
30 SHORELAKE DR
KINGWOOD, TX 77339

SOURCE: GROUNDWATER

QUANTITY: 0.06 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED GALLONS PER DAY.

PRIORITY DATE: 12/31/1900

POINT OF DIVERSION: T15N R01W S34 NWNE Within Adams County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTIT
Domestic 1 HOME	01-01 TO 12-31	0.04 C
Stockwater	01-01 TO 12-31	0.02 C

PLACE OF USE: Stockwater Within Adams C

T15N R01W S34 NWNE

Domestic Within Adams C

T15N R01W S34 NWNE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS N DETERMINATION OF HISTORICAL BENEFICIAL USE.

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

[Return to SRBA Home Page](#)

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 67-10072

NAME & ADDRESS: C & V HARRELL RANCH LLC
C/O ROBERT C HARRELL
30 SHORELAKE DR
KINGWOOD TX 77339

SOURCE: GROUNDWATER

QUANTITY: 0.06 CFS

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

PRIORITY DATE: 12/31/1900

POINT OF DIVERSION: T15N R01W S34 NWNE Within ADAMS County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.02 CFS
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within ADAMS County
T15N R01W S34 NWNEDOMESTIC Within ADAMS County
T15N R01W S34 NWNE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. RP 15N01W340600 A
STOCKWATER, 50 RANGE CATTLE, HORSES

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	NOTICE OF COMPLETED
	)	ADMINISTRATIVE PROCEEDINGS
Case No. 39576	)	
	)	Water Rights 67-10071 and 67-10072
_____	)	

IDWR has completed the following Administrative Proceeding:

☐ Change of Address
☒ Substitution of Party
☐ I.C. 42-222 Transfer

SUBSTITUTION OF PARTY

Does the change in "ownership" result in a splitting of the water
right claimed? ☐ Yes ☒ No

If yes, does the split involve an I.C. 42-222 transfer? ☐ Yes ☐ No

Water Right(s): 67-10071 and 67-10072

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
5/30/2000

67-10071 AND 67-10072

PAGE 1

From (Claimant/Seller):

Name of Claimant: VEDA HARRELL
Address: 1010 N 39TH ST
NAMPA ID 83687
Phone: (208) 466-7445

To (Claimant/Purchaser):

Name of Claimant: C & V HARRELL RANCH LLC
Address: C/O ROBERT C HARRELL
30 SHORELAKE DR
KINGWOOD TX 77339
Phone: (281) 358-8277

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached Amended Director's Reports for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the Notice of Completed Administrative Transfer and Amended Director's Reports(s) on the claimant(s), prior claimants(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: May 30, 2000



Signature of IDWR Representative

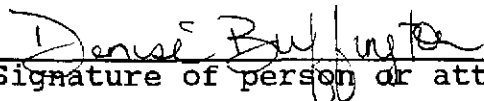
CERTIFICATE OF MAILING

I certify that on May 30, 2000 I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:

VEDA HARRELL
1010 N 39TH ST
NAMPA ID 83687
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

C & V HARRELL RANCH LLC
C/O ROBERT C HARRELL
30 SHORELAKE DR
KINGWOOD TX 77339
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449
5. One Copy to:
United States Dept. of Justice
Environment & Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724


Signature of person or attorney mailing the form

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

RECEIVED
MAY 24 2000
WATER RESOURCES
WESTERN REGION

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): AG7-00094, 67-10071 & 67-10072

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

A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

AND

B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant VEDA HARRELL
1010 N 39TH ST, NAMPA ID 83687

4. New Owner/Claimant(s) C & V HARRELL RANCH, L.L.C.
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address C/O ROBERT C. HARRELL
City, State and ZIP Code 30 SHORELAKE DR., KINGWOOD, TX 77339
New Telephone Number 681) 358-8277

5. Date you acquired the property 2-12-2000

6. N/A 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) Robert C. Harrell
or Claimant(s) Lawrence J. Harrell

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.

PERSONAL REPRESENTATIVE DEED

THIS DEED is made and executed by LaVERN HARRELL, as personal representative of THE ESTATES OF CARL JAMES HARRELL and VEDA HARRELL, hereinafter referred to as the "Grantor," to C&V HARRELL RANCH, L.L.C., hereinafter referred to as the "Grantee," whose address is 19452 Sierra Santo Road, Irvine, California 92612.

WHEREAS, LaVERN HARRELL is the qualified personal representative of said estates, filed as Probate Case Number SP98-1819 in Canyon County, Idaho;

THEREFORE, in accordance with the provisions of Uniform Probate Code as set forth in Title 15 of the Idaho Code, Grantor's estate hereby grants, transfers and conveys to Grantee all of the Grantor's estate's interest in the following described real property in Canyon County, Idaho:

See Schedule "A" attached hereto and incorporated herein by this reference.

This conveyance shall include any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the property herein described.

Dated this 20 day of DECEMBER, 1999.

THE ESTATES OF CARL JAMES HARRELL,
AND VEDA L. HARRELL, DECEASED

LaVern Harrell
LaVern Harrell
Personal Representative

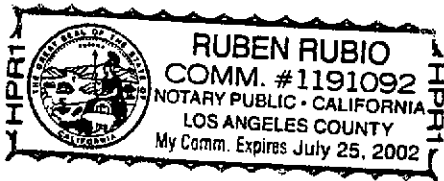
INSTRUMENT NO. 97419
State of Idaho)
County of Adams) ss.
Filed for record at the request of
Timberline Title & Escrow
15 min. past 3 o'clock P.M.
this 24 day of January 20 00
by Sarah Wilson
MICHAEL FISK, RECORDER
Deputy
Fee \$ 9.00

STATE OF California)

:SS

County of Orange)

On this 20th day of December, 1999, before me, a notary public, personally appeared LaVern Harrell, known to me to be the person whose name is subscribed to the within instrument as personal representative of THE ESTATES OF CARL JAMES HARRELL and VEDA L. HARRELL, DECEASED, and acknowledged to me that he executed the same as such personal representative.



(SEAL)

[Signature]
Notary Public for California
Commission expires: 7/25/2002

lh\Z:\Work\HH\Harrell, Veda 17991\prdeed

SCHEDULE "A"

INSTRUMENT NO. 97419
PAGE 3 OF 3

Township 15 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 27: SW1/4SE1/4 and SE1/4SW1/4

EXCEPTING THEREFROM a parcel of land being on both side of the centerline of said U.S. Highway 95 Project No. F-3112(30) Highway Survey and being a portion of the SE1/4SW1/4 of Section 27 more particularly described as follows:

Commencing at the Northwest corner of the SE1/4SW1/4 of Section 27;
Thence Easterly along the North line of said SE1/4SW1/4 a distance of 125.00 feet, more or less, to a point in the Southeasterly right-of-way line of existing U.S. Highway 95 and being the REAL POINT OF BEGINNING;

Thence continuing Easterly along the North line of said SE1/4SW1/4 a distance of 180.00 feet, more or less, to a point that bears South 69° 28' 55" East 100.27 feet from Station 1304+81.85 of said U.S. Highway 95, Project No. F-3112(30) Highway Survey;

Thence South 19° 25' 28" West 352.00 feet, more or less, to a point 120.00 feet Southeasterly and radially from Station 1301+46.20 of said Highway Survey;

Thence South 37° 19' 46" West 219.00 feet, more or less, to a point in the fence line common to the properties of the Carl Farrel Estate and Jack Kaufman;

Thence Northerly along said fence line 300.00 feet, more or less, to a point in said existing Southeasterly right-of-way line;

Thence Northerly along said existing right-of-way line 220.00 feet, more or less, to the REAL POINT OF BEGINNING.

AND ALSO

Township 15 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 34: NW1/4NE1/4 and N1/2NW1/4

EXCEPTING THEREFROM a parcel of land being on the Southeasterly side of the centerline of U.S. Highway 95 Project No. F-3112(30) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the NW1/4NW1/4 of Section 34 described as follows:

Beginning at the Northwest corner of Section 34;

Thence Southerly along the West line of said Section 34 a distance of 25.00 feet, more or less, to a point in a line parallel with and 90.00 feet Southeasterly from the centerline and bears South 14° 24' 23" West from Station 1283+46.30 of said U.S. Highway 95 Project No. F-3112(30) Highway Survey;

Thence North 75° 35' 37" East along said parallel line 92.90 feet to a point in the North line of said Section 34;

Thence Westerly along said North line 85.00 feet, more or less, to the REAL POINT OF BEGINNING.

OPERATING AGREEMENT
OF
C & V HARRELL RANCH LLC

This Operating Agreement of C & V Harrell Ranch LLC, an Idaho limited liability company organized pursuant to the Idaho Limited Liability Company Act is entered into and shall be effective as of the Effective Date, by and among the Company and the person or persons executing this Agreement as a Member or Members.

ARTICLE I

DEFINITIONS

For purposes of this Operating Agreement (as defined below), unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1.1 **Act** - The Idaho Limited Liability Company Act and all amendments to the Act.

1.2 **Additional Member** - A Member other than an Initial Member or a Substitute Member who has acquired a Membership Interest from the Company.

1.3 **Articles** - The Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Secretary of State.

1.4 **Assignee** - A transferee of a Membership Interest who has not been admitted as a Substitute Member.

1.5 **Capital Account** - The accounts maintained for a Member or Assignee determined in accordance with Article VII.

1.6 **Capital Contribution** - Any contribution of Property, services or the obligation to contribute Property or services made by or on behalf of a Member or Assignee.

1.7 **Code** - The Internal Revenue Code of 1986, as amended.

1.8 **Commitment** - The Capital Contributions that a Member or Assignee is obligated to make under this Operating Agreement.

1.9 **Company** - C & V Harrell Ranch LLC, a limited liability company formed under the laws of Idaho, and any successor limited liability company.

1.10 **Company Property** - Any Property owned by the Company.

1.11 **Distribution** - A transfer of Property to a Member with respect to a Membership Interest as described in Article VIII.

1.12 **Disposition (Dispose)** - Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

1.13 **Dissociation** - Any action which causes a Person to cease to be a Member as described in Article XI hereof.

1.14 **Dissolution Event** - An event, the occurrence of which will result in the dissolution of the Company under Article XIII unless the Members agree to the contrary.

1.15 **Initial Capital Contribution** - The Capital Contribution agreed to be made by the Initial Members as described in Article VII.

1.16 **Initial Member** - The Person or Persons identified on Exhibit "A" attached hereto and made a part hereof by this reference who have executed the Operating Agreement.

1.17 Management Right - The right of a Member to participate in the management of the Company, including the rights to information and to consent or approve or vote on actions of the Company.

1.18 Member - Initial Member, Substitute Member or Additional Member, and, unless the context expressly indicates to the contrary, includes Assignees.

1.19 Membership Interest - The rights of a Member or, in the case of an Assignee, the rights of the assigning Member in Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company.

1.20 Net Losses - The losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

1.21 Net Profits - The income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

1.22 Operating Agreement - This Operating Agreement and amendments adopted in accordance with the Operating Agreement and the Act.

1.23 Organization - A Person other than a natural person. Organization includes, without limitation, corporations (both non-profit and other corporations), partnerships (general, limited, limited liability, and limited liability limited), joint ventures, limited liability companies, and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

1.24 Property - Any property, real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

1.25 **Person** - An individual, trust, estate, or any Organization permitted to be a member of a limited liability company under the laws of Idaho.

1.26 **Proceeding** - Any judicial or administrative trial, hearing or other activity, civil, criminal or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other person subject to the jurisdiction of such court, arbitrator, or governmental agency.

1.27 **Regulations** - Except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of the Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

1.28 **Sharing Ratio** - With respect to any Member, the percentage as specified on Exhibit "A" to this Operating Agreement, as may be modified in Article VIII.

1.29 **Substitute Member** - An Assignee who has been admitted to all of the rights of membership pursuant to the Operating Agreement.

1.30 **Taxable Year** - The taxable year of the Company as determined pursuant to § 706 of the Code.

1.31 **Taxing Jurisdiction** - Any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.

ARTICLE II

FORMATION

2.1 **Organization** - The Company is hereby organized as an Idaho limited liability company pursuant to the provisions of the Act.

2.2 Agreement - For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a Member executing the Operating Agreement hereby agrees to the terms and conditions of the Operating Agreement, as it may from time to time be amended according to its terms. Except to the extent a provision of the Operating Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the Operating Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of the Operating Agreement is prohibited or ineffective under the Act, the Operating Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Operating Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

2.3 Name - The name of the Company is C & V Harrell Ranch LLC, and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

2.4 Effective Date - The Operating Agreement shall become effective upon the earlier of the filing and acceptance of the Articles of Organization of the Company with the Secretary of State of Idaho or the date of execution of the Operating Agreement.

2.5 Term - The Company shall have perpetual existence unless the Company is dissolved and its affairs wound up in accordance with the Act or the Operating Agreement.

2.6 Registered Agent and Office - The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles as filed in the office of the Secretary of State. The Members, may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State.

ARTICLE III

NATURE OF BUSINESS

3.1 The Company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business.

ARTICLE IV

ACCOUNTING AND RECORDS

4.1 **Books and Records** - The Company shall keep adequate books and records at its principal place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Company. Any Member or his designated representative shall have the right, at any reasonable time, to have access to and inspect and copy the contents of such books or records.

4.2 **Accounts** - The Managing Members shall maintain a record of Capital Accounts for each Member in accordance with Article VII.

4.3 **Cash Method of Accounting** - The records of the Company shall be maintained on a cash receipts and disbursements method of accounting.

ARTICLE V

NAMES AND ADDRESSES OF MEMBERS

5.1 The names and addresses of the Initial Member or Members are as reflected on Exhibit "A" attached hereto and by this reference made a part hereof.

ARTICLE VI

RIGHTS AND DUTIES OF MEMBERS

6.1 **Management Rights** - All Members of the Company who have not Dissociated shall have the right and authority to manage the affairs of the Company and shall be entitled to vote on any matter submitted to a vote of the Members. However, Assignees shall not in any event have any right or authority to manage the affairs of the Company or be entitled to vote on any matters.

6.1.1 **Acts Requiring Unanimous Vote:** The following matters require the unanimous vote of all of the Members entitled to vote:

- A. disagreements regarding the authority of a Member under Article 6.2; and
- B. compensation of a Member under Article 6.6;
- C. any amendment to the Operating Agreement;
- D. the continuation of the Company after a Dissolution Event described in Article 13.1.2;
- E. the authorization of a Member to do any act on behalf of the Company that contravenes the Operating Agreement;
- F. the admission of an Assignee as a Substitute Member under Article 12.2, and the admission of an Additional Member under Article 12.3;
- G. the dissolution of the Company;

6.2 **Authority of Members to Bind the Company** - The Members hereby agree that only the Members and authorized agents of the Company shall have the authority to make representations or warranties, or enter into contracts on behalf of the Company (i.e., bind the Company). Except as otherwise provided herein, each Member has the power, on behalf of the Company, to do all things

necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

6.2.1 the institution, prosecution and defense of any Proceeding in the Company's name;

6.2.2 the purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with Property, wherever located;

6.2.3 the sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Property;

6.2.4 the entering into contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its Property or income;

6.2.5 the lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning of money to, and otherwise helping Members, officers, employees, and agents;

6.2.6 the conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State of Idaho;

6.2.7 the appointment of employees and agents of the Company, the defining of their duties, the establishment of their compensation;

6.2.8 the payment of pensions and establishment of pension plans, pension trusts, profit-sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company;

6.2.9 the making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;

6.2.10 the performance of any other act that furthers the business and affairs of the Company;

6.2.11 the payment of compensation, or additional compensation, to any or all Members and employees on account of services previously rendered to the Company, whether or not an agreement to pay such compensation was made before such services were rendered;

6.2.12 the purchase of insurance on the life of any of its Members or employees for the benefit of the Company;

6.2.13 the participation in partnership agreements, joint ventures, or other associations of any kind with any person or persons; and

6.2.14 the indemnification of Members or any other Person.

6.3 **Liability of Members** - No person solely by virtue of status as a Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any Member for liabilities of the Company.

6.4 **Indemnifications** - The Company shall indemnify the Members, and agents for all costs, losses, liabilities and damages paid or accrued by such Member or agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of Idaho, except that the Company shall not be obligated to indemnify any Member or agent for acts which were taken in bad faith, with a harmful or wrongful intent, or which result from gross negligence.

6.5 **Conflicts of Interest**

6.5.1 A Member shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that some of the Members may enter into transactions that are similar to the transactions into which the Company may enter. Notwithstanding the foregoing, Members shall account to the Company and hold as trustee for it any property, profit, or benefit derived by the Member, without the consent of the other Members, in the conduct and winding up

of the Company business or from a use or appropriation by the Member of Company Property including information developed exclusively for the Company and opportunities expressly offered to the Company.

6.5.2 A Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if either the transaction is fair to the Company or the disinterested Members, knowing the material facts of the transaction and the Member's interest, authorize, approve, or ratify the transaction.

6.6 Compensation of Members - Each Member shall be reimbursed all reasonable expenses incurred in managing the Company and shall be entitled to compensation, in an amount to be determined from time to time by the unanimous vote of the Members or, in the case of a sole Member of the Company, by that Member.

6.7 Members' Standard of Care - A Member's duty of care in the discharge of the Member's duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging his/her/its duties, a Member shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports or statements by any of its other Members, or agents, or by any other person, as to matters the Member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid.

ARTICLE VII

CONTRIBUTIONS AND CAPITAL ACCOUNTS

7.1 **Initial Contributions** - Each Initial Member shall make the Capital Contribution described for that Member on Exhibit "A" at the time and on the terms specified on Exhibit "A" and shall perform that Member's Commitment. If no time for contribution is specified, the Capital Contributions shall be made upon the filing of the Articles of Organization with the Secretary of State. The Member's initial Capital Account balance shall be as set forth on Exhibit "A." No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in this Operating Agreement.

7.2 **Maintenance of Capital Accounts** - The Company shall establish and maintain Capital Accounts for each Member and Assignee. Each Member's Capital Account shall be increased by (1) the amount of any Money actually contributed by the Member to the capital of the Company, (2) the fair market value of any Property contributed, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or net of liabilities which the Company takes such Property subject to, within the meaning of § 752 of the Code), and (3) the Member's share of Net Profits and of any separately allocated items of income or gain except adjustments of the Code (including any gain and income from unrealized income with respect to accounts receivable allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member). Each Member's Capital Account shall be decreased by (1) the amount of any Money actually distributed to the Member, (2) the fair market value of any Property distributed to the Member, as determined by the Company and the contributing Members at arm's length value at the time of distribution (net of liabilities of the Company assumed by the Member or net of liabilities which the Member takes such Property subject to, within the meaning of § 752 of the Code), and (3) the Member's share of Net Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

7.3 **Distribution of Assets** - If the Company at any time distributes any of its Property in-kind to any Member, the Capital account of each Member shall

be adjusted to account for that Member's allocable share (as determined under Article VIII below) of the Net Profits or Net Losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

7.4 Sale or Exchange of Interest - In the event of a sale or exchange of some or all of a Member's interest in the Company, the Capital Account of the transferring Member shall become the capital account of the Assignee, to the extent it relates to the portion of the interest transferred. Prior to the sale or exchange of an interest, the Members may consult with tax counsel to determine whether any tax elections should be made, including elections under Section 754 of the Code.

7.5 Compliance with Sections 704(b) and 704(c) of the Code - The provisions of this Article VII as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit pursuant to Article VIII to have substantial economic effect under the Regulations promulgated under §§ 704(b) and 704(c) of the Code, in light of the distributions made pursuant to Articles VIII and XIII and the Capital Contributions made pursuant to this Article VII.

ARTICLE VIII

ALLOCATIONS AND DISTRIBUTIONS

8.1 Allocations of Net Profits and Net Losses from Operations - Except as may be required by § 704(c) of the Code, net profits, net losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members and Assignees in proportion to their Sharing Ratios.

8.2 Intent of Allocations - In conjunction with Article 7.5 of this Operating Agreement, it is the intent of the Members and of the Company that the allocations and distributions have substantial economic effect under the Regulations promulgated under § 704(b) of the Code. Should adjustments be necessary to capital accounts or allocations to give effect to the provisions of this Operating Agreement, then the Members shall consult with the tax counsel prior to making any adjustments or allocations in addition to or other than those set forth herein. Specifically, without limitation, should any Member's Capital Account become negative, the

Member shall consult with the Company's tax counsel to determine whether allocations should be made to restore such Capital Account deficit.

8.3 Distributions - From time to time, the Members shall determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the Members may make distributions to the Members in accordance with their Sharing Ratios. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Members.

ARTICLE IX

TAXES

9.1 Elections - The Members may make any tax elections for the Company allowed under the Code or the tax laws of any state or other Taxing Jurisdiction having jurisdiction over the Company.

ARTICLE X

DISPOSITION OF MEMBERSHIP INTERESTS

10.1 Disposition - Any Member or Assignee may dispose of all or a portion of the Member's or Assignee's Membership Interest upon compliance with this Article X. No Membership Interest shall be Disposed of:

10.1.1 if such disposition, alone or when combined with other transactions, would result in a termination of the Company within the meaning of § 708 of the Code;

10.1.2 unless and until the Company receives from the Assignee the information and agreements that the remaining Members may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any Taxing Jurisdiction.

10.2 Dispositions not in Compliance with this Article Void - Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Article is null and void.

10.3 Effect of Disposition - The disposition of a Membership Interest does not cause a Member to terminate his status as a Member unless and until the Member has dissociated under Article XI. The recipient of a Membership Interest is an Assignee until admitted as a Substitute Member under Article XII.

ARTICLE XI

DISSOCIATION OF A MEMBER

11.1 Dissociation - A Person shall cease to be a Member upon the happening of any of the following events:

11.1.1 The voluntary withdrawal of a Member acting with the unanimous consent of the remaining Members by giving thirty (30) days Notice to the remaining Members.

11.1.2 In the case of a sole Member of the Company, the voluntary withdrawal of said Member by giving Notice to the Company.

11.1.3 The Member ceases to be a Member of the Company due to the assignment of all of such Member's Membership Interest in the Company and the Assignee has become a Substitute Member.

11.1.4 The Member (i) makes an assignment for the benefit of creditors; (ii) files a voluntary petition in bankruptcy; (iii) is adjudicated a bankrupt or insolvent; (iv) files a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding of this nature; or (vi) seeks, consents to, or acquiesces to the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of the Member's properties.

11.1.5 If within one hundred twenty (120) days after the commencement of any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, the proceeding has not been dismissed, or if within one hundred twenty (120) days after the appointment without his consent or acquiescence of a trustee, receiver or liquidator of the member or of all or any substantial part of his properties, the appointment is not vacated or stayed or if within one hundred twenty (120) days after the expiration of any stay, the appointment is not vacated.

11.1.6 The Member's death; or

11.1.7 The entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his person or estate.

11.1.8 In the case of a Member who is a trust or as a Member by virtue of being a trustee of a trust, the termination of the trust, but not merely the substitution of a new trustee.

11.2 Rights of Dissociating Member - In the event any Member dissociates prior to the expiration of the Term:

11.2.1 If the Dissociation causes a dissolution and winding up of the Company under Article XIII, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by the damages sustained by the Company as a result of the Dissolution caused by the dissociation and winding up;

11.2.2 If the Dissociation does not cause a dissolution and winding up of the Company under Article XIII and the event of Dissociation is under Article 11.1.6 or Article 11.1.7, the remaining members shall, within 9 months of the event specified in 11.1.6 or 11.1.7, choose whether to pay to the Member, or the estate of the Member, an amount equal to the value of the Member's Membership interest in the Company, or whether to continue such Member's Membership in the event of 11.1.7, or accept the beneficiary/heir under 11.1.6 as a substitute member. If the remaining members choose to purchase the Dissociated Member's Membership

interest, such purchase shall be paid within six months of the election to purchase unless otherwise agreed by the affected parties. The Member or the estate of a Member shall be entitled to an amount equal to the value of the Member's Membership Interest in the Company, to be paid within six months of the date of Dissociation. As to all other events of dissolution defined in Article XI that do not cause a dissolution of the Company, the dissociated Member shall be entitled to receive an amount equal to the Member's Membership Interest in the Company, to be paid when the Company is dissolved and wound up in accordance with Article XIII. The value of the Member's Membership Interest shall include the amount of any Distributions to which the Member is entitled under the Operating Agreement and the fair value of the Member's Membership Interest as of the date of Dissociation based upon the Member's right to share in distributions from the Company reduced by any damages sustained by the Company as a result of the Member's Dissociation.

ARTICLE XII

ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

12.1 **Rights of Assignees** - The Assignee of a Membership Interest has no right to vote the Membership Interest assigned, to participate in the management of the business and affairs of the Company, or to become a Member. The Assignee is entitled only to receive the Distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable to the Membership Interest.

12.2 **Admission of Substitute Members** - An Assignee of a Membership Interest shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Membership Interest only upon the unanimous vote of all the Members. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a Substitute Member shall not release the Member assigning the Membership Interest from any liability to the Company that may have existed prior to the approval date of admission of the Assignee as a Substitute Member.

12.3 **Admission of Additional Members** - The Members may permit the admission of Additional Members and determine the Capital Contributions of such Members only upon the unanimous vote of the Members.

ARTICLE XIII

DISSOLUTION AND WINDING UP

13.1 **Dissolution** - The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Dissolution Events):

13.1.1 the written consent of a majority of the Members;

13.1.2 the Dissociation of any Member, unless the business of the Company is continued with the consent of a majority of the remaining Members within 90 days after such Dissociation;

13.1.3 the entry of a decree of judicial dissolution.

13.2 **Effect of Dissolution** - Upon dissolution, the Company shall cease carrying on business as distinguished from the winding up of the Company business. However, the Company shall continue until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the Secretary of State.

13.3 **Distribution of Assets on Dissolution** - Upon the winding up of the Company, the Company Property shall be distributed:

13.3.1 to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company liabilities;

13.3.2 to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Members.

13.4 **Winding Up and Certificate of Dissolution** - The winding up of the Company shall be completed when all debts, liabilities, and obligations of the

Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, a certificate of dissolution shall be delivered to the Secretary of State for filing. The certificate of dissolution shall set forth the information required by the Act.

ARTICLE XIV

AMENDMENT

14.1 **Amendment or Modification of Operating Agreement** - The Operating Agreement may be amended or modified from time to time only by a written instrument adopted and executed by all of the Members.

ARTICLE XV

MISCELLANEOUS PROVISIONS

15.1 **Entire Agreement** - The Operating Agreement represents the entire agreement among all the Members and between the Members and the Company.

15.2 **No Partnership Intended for Nontax Purposes** - The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Idaho Uniform Partnership Act nor the Idaho Uniform Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

15.3 **Rights of Creditors and Third Parties under Operating Agreement** - The Operating Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. The Operating Agreement is expressly not intended for the benefit of

Members for the exclusive benefit of the Company, its Members, and their successors and assignees. The Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Operating Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

IN WITNESS WHEREOF, we have hereunto set our hands on the date set forth beside our names.

Larkin Harrell

DATED: 30 Nov. 1999

Robert Harrell

DATED: 30 NOV. 1999

Anna H. Baker

DATED: 30 Nov. 1999

C & V HARRELL RANCH LLC

By Larkin Harrell
Member

DATED: 30 Nov. 1999

EXHIBIT "A"

<u>MEMBER</u>	<u>INITIAL CONTRIBUTION AMOUNT</u>	<u>SHARING RATIO</u>
LaVern Harrell 19452 Sierra Santo Rd. Irvine, CA 92612	\$83,333.33*	33 1/3%
Anna Harrell Baker 41 Locust Ave. Mill Valley, CA 94941	\$83,333.33*	33 1/3%
Robert Harrell 30 Shorelake Dr. Kingwood, TX 77339	\$83,333.33*	33 1/3%

* The initial contribution consists of real property in Adams County, Idaho received from the joint estates of Carl James Harrell and Veda L. Harrell. The property was professionally appraised at \$250,000.

AJ0749NP
No. 67-10072

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

DATE: 05/26/00
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	C & V HARRELL RANCH LLC C/O ROBERT C HARRELL 30 SHORELAKE DR KINGWOOD TX 77339 (281) 358-8277	12/31/1900	STOCKWATER DOMESTIC	01-01 12-31 01-01 12-31	0.020 CFS 0.040 CFS	
				TOTAL DIVERSION:	0.060 CFS	
D	VEDA HARRELL 1010 N 39TH ST NAMPA ID 83687 (208) 466-7445					

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T15N R01W S34

NWNE

ADAMS County

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
15N	01W	34	:			S														:

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
15N	01W	34	:			D														:

POU County: ADAMS

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

67-10071 A67-10071 A67-10072

Other Water Rights Listing Overlapping Place(s) of Use:

A67-00094

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP PARCEL NO. RP 15N01W340600 A

AJ0749NP
No. 67-10072

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

DATE: 05/26/00
PAGE: 2

=====

Remarks: STOCKWATER, 50 RANGE CATTLE, HORSES

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Comments: Date: 05/26/2000 User-ID: DBUFFING Subject: NAME CHANGE - OWNERSHIP CHANGE
THE DATA IN THE NAME FIELD WAS CHANGED TO SHOW THIS RIGHT HAS AN
OWNERSHIP CHANGE.

Audit: 05/26/00 DBUFFING



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

May 30, 2000

C & V HARRELL RANCH LLC
c/o ROBERT C HARRELL
30 SHORELAKE DR
KINGWOOD TX 77339

RE: Water Right No. 67-10071 & 67-10072

Dear Property Owner(s):

Enclosed is a copy of the above referenced water right which reflects the change in ownership of the land and appurtenant water rights covered under the original filing. Also enclosed is a copy of the Notice of Completed Administrative Proceedings which has been sent to the Snake River Basin Court as notification of the change.

Please note, the ownership has also been changed on claim number A67-00094, and a copy is enclosed.

Thank you for your patience and cooperation. If you have any questions concerning the enclosed water rights, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

Denise Buffington
Office Specialist I
Adjudication Section
Western Region

DB:db

Enclosures

cc: Veda Harrell

Janes

Veda L. Harrell (Deceased)

Send Correspondence 67-00694

~~La Vern S.~~ Harrell 10071
10072

Robt. C. 30 Shore Lake Dr

~~Irene Cat~~
Phores Kingwood TX
(281) 358-8277 77339
(949) 854-7637

9-16-99

Per phone call property in probate.

AJ0749NP
No. R67-10072

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

DATE: 10/30/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	VEDA HARRELL 1010 N 39TH ST NAMPA ID 83687 (208) 466-7445	12/31/1900	STOCKWATER DOMESTIC	01-01 12-31 01-01 12-31	0.02 CFS 0.04 CFS	
TOTAL DIVERSION:					0.06 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T15N R01W S34 NWNE

ADAMS County

Place of use Legal Description for: STOCKWATER

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
15N	01W	34	:			S	:													:

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE				
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:
15N	01W	34	:			D	:													:

POU County: ADAMS

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP PARCEL NO. RP 15N01W340600 A
STOCKWATER, 50 RANGE CATTLE, HORSES

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Audit: 10/30/98 CWALKER

AJ5809NP
No. R67-10072

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/21/98
PAGE: 43

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	VEDA HARRELL 1010 N 39TH ST NAMPA ID 83687 (208) 466-7445	12/31/1900	STOCKWATER DOMESTIC	01-01 12-31 01-01 12-31	0.02 CFS 0.04 CFS	
TOTAL DIVERSION:					0.06 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T15N R01W S34

NWNE

ADAMS County

Place of use Legal Description for: STOCKWATER

NE				NW				SW				SE			
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac
15N	01W	34	: S				:				:				:

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE			
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac
15N	01W	34	: D				:				:				:

POU County: ADAMS

Non-Irrigation Uses: 1 HOUSE

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP RP 15N01W340600 A
STOCKWATER UP TO 50 AC RANGE cattle SOME HORSES

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Audit: 03/18/97 CORR3

Hillman Deeded Lands - Red Dots

POOR ORIGINAL

RECEIVED

Dot #

Document

IDWR #

1	A/1-A
2	A/1-B
3	A/1-C
4	A/4-A
5	A/5-A
6	A/5-B
7	A/5-C
8	A/8-A
9	A/5-D
10	A/5-E
11	A/11-A
12	A/11-B
13	A/11-C
14	A/11-D
15	A/11-E
16	A/16
17	A/17-A
18	A/18-A
19	A/8-B
20	A/11-F
21	A/21
22	A/22
23	A/17-B
24	A/17-C
25	NO DOT
26	A/26-A
27	A/27
28	A/18-B
29	A/18-C
30	A/30-A
31	A/4-B
32	A/32-A
33	A/32-B
34	A/32-C
35	A/32-D
36	A/32-E
37	A/32-F
38	A/32-G
39	A/32-H
40	NO DOT
41	A/32-I
42	A/26-B
43	A/26-C
44	A/26-D
45	A/26-E
46	A/46-F
47	A/26-G
48	A/48
49	A/49
50	A/50
51	A/51
52	A/30-B

A69-10074

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A69-10075

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Department of Water Resources

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A69-10091

MICROFILMED

OCT 23 1996

NOTE - MAPS FOR THESE CLAIMS FILED IN 4-DRAWER
FILING CABINET BEHIND CENTRAL ADJ. AREA

IDWR #

POOR ORIGINAL

Dot #

Document

1	F/1-A	AG-10055
2	F/1-B	
3	F/1-C	
4	F/4-A	AG-10056
5	F/4-B	
6	F/4-C	
7	F/4-D	
8	F/4-E	
9	F/4-F	AG-10057
10	F/10-A	
11	F/10-B	
12	F/10-C	
13	F/10-D	
14	F/15	AG-10058
15		

MICROFILMED

OCT 23 1996

Hillman State Leased Lands - Blue Dots

Dot #	Document	IDWR #
1	S/1-A	A69-10059
2	S/2	A69-10060
3	S/1-B	
4	S/1-C	
5	S/1-D	
6	S/1-E	
7	S/1-F	
8	S/1-G	
9	S/1-H	
10	S/1-I	
11	S/1-J	
12	S/1-K	
13	S/13	A69-10061
14	S/14	A69-10062
15	S/15-A	A69-10068
16	S/16	A69-10063
17	S/15-B	
18	S/15-C	
19	S/19-A	A69-10064
20	S/19-B	
21	See Claim A/21	
22	S/22-A	A69-10065
23	S/22-B	
24	S/24-A	A69-10066
25	S/24-B	
26	S/26-A	A69-10067
27	S/26-B	
28	S/26-C	

Hillman BLM Grazing Permit Lands - Yellow dots

Dot #	Document	IDWR #
1	B/1-A	AL69-10069
2	B/1-B	
3	B/3-A	AL69-10070
4	B/4-A	AL69-10071
5	B/3-B	
6	B/6	AL69-10072
7	B/7	AL69-10073
8	B/4-B	

MICROFILMED

OCT 23 1996

From: DWR03::DSHAFF 3-APR-1996 11:27:57.82
To: DWR80::JSHURTE DWR60::DJONES DWR70::ECARLSEN
CC: DSHAW,DSHAFF
Subj: OWNER CHANGES

I have a sense this process is causing some agony in your offices. The idea of getting together later this month is bouncing around, and a part of the agenda will include amendmennts to Chapter 14. One of those amend. is change of ownership. In tandem with the legislation, I would like to get a handle on what is causing the agony. My idea to accomplish this is for you to bring a couple of examples each to present to the group. Otherwise we talk in generalities and continue with the status quo of operation. Something is not right is obvious. Let's identify the something(s) and change it. Ideally, rather than hold the examples 'til we meet, try to solve the current headaches and rely on new ones coming in the door for examples. Thanx and see ya later.

MICROFILMED

OCT 23 1996

OLD (D) NUMBER -

+ - - - - - - - - LAST NAME - - - - - +	+ - FIRST NAME - - +	+ - - - - - - - - - - - - - ADDRESS - - - - - - - - - - - - - +
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361	362	363

*** C - CURRENT OWNER ***
HARRELL

VEDA

1 - 1010 N 39TH ST
2 -
3 -
CITY- NAMPA
PHONE - 208-466-7445

STATE- ID ZIP- 83687

PRIDRITY DATE	REGION	STAGE	STATUS
12/31/1900	14 WESTERN	J - BENEFICIAL USE	

+ - - - - SOURCE - - - - - + GROUNDWATER	+ - - - - TRIBUTARY - - - - - +
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27

TWN	RNG	SEC	TRACT	LOT	RFLG	COUNTY	POINT OF DIVERSION	STREAM INDEX (BLANK IF NO INDEX CODE)
15N	01W	34	NW NE			(3) ADAMS		

CODE	DESCRIPTION	PERIOD FROM	PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
43 - DOMESTIC		01/01	12/31	0.040	
04 - STOCKWATER		01/01	12/31	0.020	

+ - TOTAL DIV. RATE - +		+ - TOTAL DIV. VOLUME - +		+ - TOTAL DIV. CAPACITY - +		+ - TOTAL CONSUMPTIVE USE - +		+ - KW USAGE - +	
0.060						0.0			

TWN	RNG	SEC	TRACT	LOT	ACRES	PLACE OF USE CODE	DESCRIPTION	COUNTY
15N	01W	34	NW NE			04	STOCKWATER	(3) ADAMS
15N	01W	34	NW NE			43	DOMESTIC	(3) ADAMS

+ - - DIVERSION MEANS - 110' DEEP, 6" CASING, SUR PUMP, ARTESIAN, PIPED TO HOME & TROUGH

+ - - NON-IRRIGATION USE - DOMESTIC 1 HOME, STOCKWATER UP TO 50 HD RANGE, SOME HORSES

+ - - OTHER RIGHTS FOR SAME USE - NONE

	REMARKS
	NO REMARKS FOUND.

+ - - - - OLD WATER RIGHT NUMBERS - - - - +
NO OLD WATER RIGHT NUMBERS FOUND.

-----+
 NO CONDITIONS OF APPROVAL FOUND.
 -----+

+ - - - - DECREE PLAINTIFF - - - +	+ - - - - DECREE DEFENDANT - - - +	+ - DECREE DATE - + 00/00/0000

WATER RIGHT NUMBER - A67-10072

PREFIX TRANSLATION: ADJUDICATION CLAIM

+ - - AUDIT FIELDS - 07/18/89 HOWERTON

+ - - - - - COMMENTS - - - - -
NO COMMENTS FOUND

+ - - - - - ADJUDICATION RIGHTS DATES AND FLAGS AREA - - - - -

COURT REPORT FILING	- 00/00/0000	FIELD INSPECTION MADE	- 00/00/0000	CIVIL CASE NUMBER	- 39576
OBJECTION FILED DATE	- 00/00/0000	FIELD INSPECTION FLAG	-	OLD CASE NUMBER	-
RESPONSE FILED DATE	- 00/00/0000	VERIFIED DATE	- 00/00/0000	OLD JUDICIAL DISTRICT	-
CLAIM RECEIVED DATE	- 07/18/1989	LAST AMENDED DATE	- 00/00/0000	TEMPORARY RIGHT	- P
PROOF DUE DATE	- 00/00/0000	PROOF MADE DATE	- 00/00/0000	WATER DISTRICT	-
LICENSED DATE	- 00/00/0000	RECEIPT NUMBER	- W003703	FEDERAL/STATE INDICATOR	- S
CLAIMS TAPE ERROR FLG	-	POU OWNERSHIP FLAG	- Y	PRESUMPTION FLAG	-
FEE EXEMPT FLAG	-	NAME CONNECTOR	-	NOTICE OF ERROR FLAG	-

RP 15ND1W340600A

DATA ENTRY

ENTERED

CHECKED

"Verified By"
Topo Map/Ortho-PO
ASCS Map
Watermaster Records
NAPP Photos
Field Exam
Other (See Remarks)
County Records
Witness Statement
Project Records
IDWR Records

VERIFIED

APR 4 1992

CERTIFIED

MAY 23 1992

WATER EXAMINER