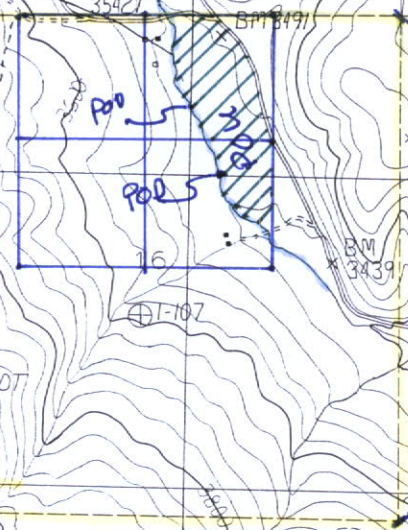


POOR ORIGINAL

S-56
A67-00394
T17N
R2W
S16
R6str 3-1-94

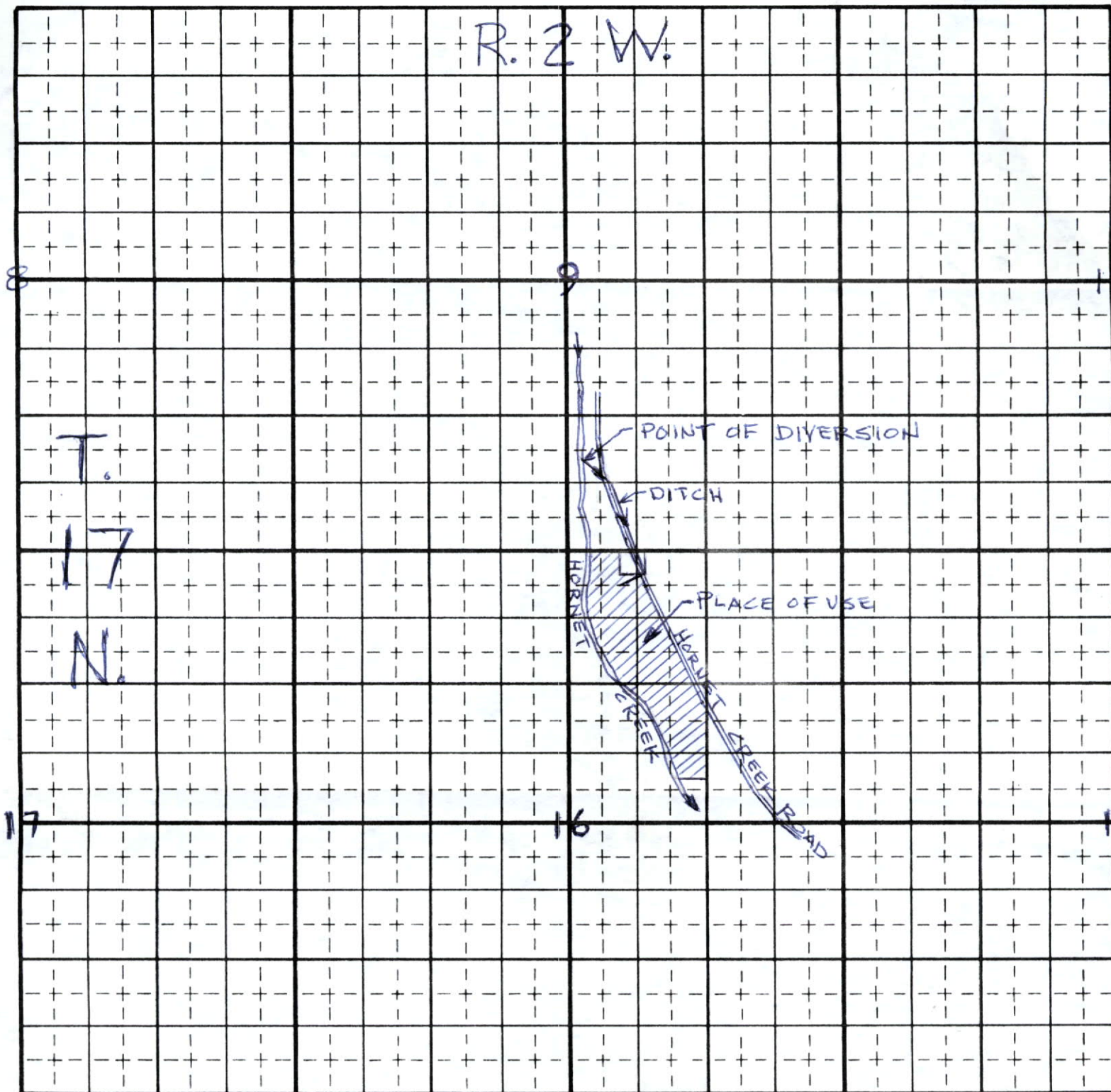


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OCT 22 1996

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: $\frac{1}{4}$ inches equals 1 mile

4



Last Name LARSON

Ident No. _____

Copies: White-State, Yellow-Claimant

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: **A67-00394**
Date Received: 3/ 1/1994
Receipt No: C029708
Received By: _____

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

1. Name: THOMAS D. GASTON 206-284-1310
Address: 2425 24TH AVE W
SEATTLE WA 98199

2. Date of Priority: JUN 1, 1888

3. Source: HORNET CREEK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
17N	02W	16	SW	NW	NE		ADAMS
			NE	SW	NE		ADAMS

5. Description of diverting works:
HEADGATES, DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	0.500		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER, 100 CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
17N	02W	16	NW	NE		IRR	15.0
			SW	NE		IRR	10.0

Michael

OCT 22 1996

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	25.0
					Total Acres	25.0

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:
NONE

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 6/20/1921

JOHN T. MUIR
Decree Plaintiff

WILLIAM ALLISON
vs Decree Defendant

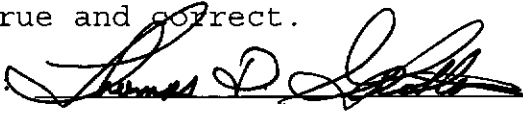
16. Signature(s)

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

Number of attachments:

For Individuals:

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

Signature of Claimant(s)  Date: March 1, 1994

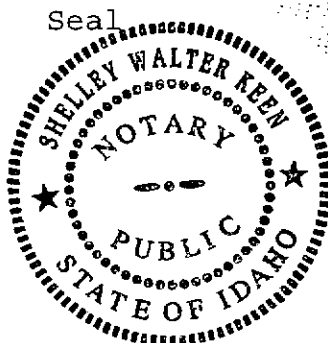
Date: _____

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OCT 22 1996

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 1st day
of March, 1994

Shelley Walter Keen
Notary Public

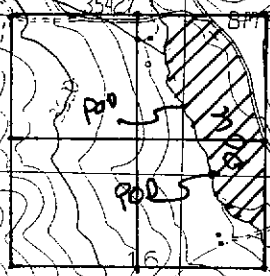


Residing at Boise, ID
My Commission Expires July 31, 1997

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OCT 22 1996

POOR ORIGINAL

S-56
A67-00394
T17N
R2W
S16
R6 str 3-1-94



OCT 22 1996



OR OR

AL-00394

T17N

R2W

17

Creek

NATIONAL A.D.

PAYETTE

411T

5525T

418T

5410T

5712T

5967T

5089T

5207T

5712T

5967T

5089T

5207T

Lahey

Hanson

Sonner

Stony Point

521T

6314T

5712T

5967T

5089T

5207T

4107T

4407T

4707T

5007T

5307T

5607T

5907T

6207T

6507T

6807T

7107T

7407T

7707T

8007T

8307T

3805T

4105T

4405T

4705T

5005T

5305T

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5905T

6205T

6505T

7105T

7405T

7705T

8005T

8305T

8605T

8905T

9205T

9505T

9805T

10105T

10405T

10705T

11005T

11305T

11605T

11905T

12205T

12505T

12805T



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED

JAN 12 1994

Department of Water Resources

DATE OF CLOSING: 12/20/93

LEGAL DESCRIPTION OF PROPERTY: Township 17N Range 02W
 Section 16, 1/4 of 1/4 of 1/4, Govt. Lot , BM.
 Lot , Block , Subdivision/Townsite .
 If you have additional legal descriptions, please attach separate sheet.

RECEIVED

MAR 08 1994

WATER RESOURCES
WESTERN REGION

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: A67-0394
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Peter Wendt Loving Trust dated Dec. 19, 1990
2599 Upper Dale Road
- ☐ New Owner/Claimant (Purchaser): Council, ID 83612
Thomas D. Gaston
- ☐ New Mailing Address: 2425 - 24th Ave. W.
Seattle, WA 98199
- ☐ New Telephone Number: (206) 294-1319
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes X no
 If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: Copy of recorded Warranty Deed
 (proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☐ Signature of New Owner/Claimant(s) [Signature] Date 12-17-93
 _____ Date _____
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____
 _____ Date _____

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

FOR IDWR USE ONLY:
 Initial Review and Data-Entry
 Date: _____ By: _____
 Further Action Needed:

 Further Action Taken
 Date: _____ By: _____
 Final Review and Data-Entry
 Date: _____ By: _____
 Claim Numbers of Split, if any:

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

MICROFILMED

OCT 22 1996

EXHIBIT "A"

Township 17 North, Range 2 West, Boise Meridian, Adams County, Idaho
 Section 16: W1/2NE1/4, E1/2NW1/4
 EXCEPTING THEREFROM the following parcels or tracts of land, to wit:

Parcel 1: A strip of land 25 rods wide, off of and along the entire South sides of the SE1/4NW1/4 and SW1/4NE1/4 of said Section 16, said Township and Range.

Parcel 2: The site of former School District No. 23, particularly described as follows:
 Commencing therefor at a point 600 feet West of the Northeast corner of the NW1/4NE1/4 of said Section 16;
 Thence West 210 feet; Thence South 210 feet;
 Thence East 210 feet; Thence North 210 feet to the POINT OF BEGINNING.

Parcel 3: That part of the W1/2NE1/4 of said Section 16 described as follows:
 Commencing at the Northeast corner of the NW1/4NE1/4 of said Section 16 and running
 Thence West on the North line of said Section 600 feet;
 Thence Southerly along the East line of the site of former School District No. 23 (see Parcel 2 above and Book C of Deeds at page 636, records of Adams County, Idaho) 210 feet more or less to the point of intersection of the East line of the former right-of-way of Pacific and Idaho Northern Railway;
 thence South 27 degrees 03' East along the East line of said Railway right-of-way 1375 feet, more or less to the East line of the SW1/4NE1/4 of said Section 16;
 Thence North along the East lines of the SW1/4NE1/4 and NW1/4NE1/4 of Section 16 to the POINT AND PLACE OF BEGINNING, being a tract of land conveyed to Adams County, Idaho in 1942 (See Book 17 of Deeds at page 578).

SUBJECT TO THE FOLLOWING:

THE RIGHT OF WAY OF THE PACIFIC AND IDAHO NORTHERN RAILWAY, as set forth in a document, recorded September 26, 1911 in Book B of Deeds at page 294, records of Adams County, Idaho.

AN EASEMENT and perpetual right-of-way over the W1/2NE1/4 for irrigation ditch as set forth in a document recorded February 3, 1914 in Book 2 of Deeds at page 619, records of Adams County, Idaho.

EASEMENT for the purpose of public utilities and rights incidental thereto as set forth in a document granted to IDAHO POWER COMPANY (no representation is made as to present ownership of said easement), recorded December 5, 1945 in Book 4 of Misc. at page 423 as Instr. No. 29690, records of Adams County, Idaho.

EASEMENTS and rights-of-way for roads, irrigating ditches and lines of public utilities as now established over, upon or across said premises as set forth in a document recorded June 16, 1983 as Instr. No. 66174, records of Adams County, Idaho.

AN EASEMENT for access purposes as set forth in a Quitclaim Deed recorded June 18, 1992 as Instr. No. 82171, records of Adams County, Idaho.

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OCT 22 1996

COPY

WARRANTY DEED

INSTRUMENT NO. 85314

For Value Received PETER WENDT LOVING TRUST dated December 19, 1990

the grantor , does hereby grant, bargain, sell and convey unto THOMAS D. GASTON, a single man.

the grantee, whose current address is, 2425 - 24th Avenue W., Seattle, WA 98199

the following described premises, in Adams County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF.

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantee his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee , that he is the owner in fee simple of said premises; that they are free from all incumbrances excepting for all easements of record, rights of way, matters visible, and all matters of record and title.

and that he will warranty and defend the same from all lawful claims whatsoever.

Date: December 30, 1993

PETER WENDT LOVING TRUST

Peter Wendt
Peter Wendt, Trustee

STATE OF IDAHO)
) ss
COUNTY OF ADAMS)

On this ^{30th} day of ^{December}, in the year of 1993, before me a Notary Public, personally appeared PETER WENDT known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the PETER WENDT LOVING TRUST, and acknowledged to me that he executed the same as Trustee of the PETER WENDT LOVING TRUST.

Notary Public
Residing at MESA
Commission expires:
My Commission Expires Jan. 31, 1998

Order #93-458

STATE OF IDAHO, COUNTY OF ADAMS
I hereby certify that this instrument was filed for record at the request of Timberline Title & Escrow

at 27 minutes past 2 o'clock P.M.
this 3 day of January, 1994, in my office, and duly recorded in Book---- of Deeds at page----

Michael Fisk
Ex-Officio Recorder
By Sarah Wilson
Deputy

Fees \$ 6.00
Mail to:

MICROFILMED
OCT 22 1996



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type

(see instructions on back of page)

RECEIVED

AUG 25 1993

Department of Water Resources

DATE OF CLOSING: 8/04/93

LEGAL DESCRIPTION OF PROPERTY: Township 17N Range 02W
 Section 16, 1/4 of 1/4 of 1/4 of 1/4 Govt. Lot , BM.
 Lot , Block , Subdivision/Townsite .
 If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s) Assigned by IDWR: A67-0394
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Alan L. + Helga Larson
P.O. Box 3435
Palmer, AK 99645
- ☐ New Owner/Claimant (Purchaser): Peter Wendt Loving Trust, dated Dec. 19, 1990
- ☐ New Mailing Address: 2599 Upper Dale Road, Council, ID 83612
- ☐ New Telephone Number: ()
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
 If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: copy of recorded Warranty Deed

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

- ☐ Signature of New Owner/Claimant(s) Peter Wendt Date July 29, 1993
- ☐ Signature of Former Owner/Claimant(s) Alan L. Larson Date 7-30-93
Helga Larson Date 7-30-93

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: By:

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: By:

Claim Numbers of Split, if any:

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

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OCT 22 1996

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Section 42-1409(7), Idaho Code. This statute provides that new property owners notify the Department of Water Resources (IDWR) of any change in ownership of a water right during an adjudication of water rights, and if a claim for the water right has not been filed to file the needed claim(s).

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures or if you have questions about completing this form please contact your nearest office of IDWR or you may call 1-800-451-4129 (toll-free).

The first line of the form asks for the date of closing so IDWR will have a record of the effective date of the property transfer.

The second line of information requires the legal description of the property being transferred. This information is **ESSENTIAL** and should be available from the documents that will be present at the time of closing. The first two lines of the legal description **MUST** be completed. IDWR's records are based upon legal descriptions using township, range, section and fractions of a section descriptions, and this information must be included on the form. If you also have available a legal description based upon a townsite or subdivision and lot and block number, please also include this additional information. A lot and block legal description is **NOT** a substitute for the township, range, section and fraction of a section description.

After completing the legal description, if all water is supplied by a public service water supply you may check the first box; complete the name, address and telephone information for yourself, the new owner; sign the form in the space provided and return the form to the IDWR office nearest you.

If there are water rights associated with the property, the seller should be able to provide you with the water right number(s). The water right number(s) for the property are to be put in the space provided at the second box on the form. If you or the seller believe there are water rights for the property but the numbers are unknown, then you may wish to call or come into an office of IDWR for assistance in identifying the water rights for the property involved. If claims for the property have not been filed you will be so advised by IDWR.

After the water right number(s) for the property has been entered on the form, complete the name and address information for **BOTH** the former owner/seller and for yourself, the new owner, in the spaces provided. Please also include your telephone number. If the property you have purchased is only part of the property owned by the former owner/seller, you may be purchasing only part of the total water right held by the seller. This means the water right held by the seller must be split so you get your proportionate share of the water right. Be sure to include a description of the portion of the water right you have purchased. The seller should be able to help you describe the portion of the water right for the property you have purchased.

If the former owner/seller will sign the form and the seller is shown as the claimant of the water right in IDWR's records, then you do not need to attach proof of ownership of the land or the water right. The seller should know if the original claim was filed by him, or if the seller has filed a change in ownership so the seller is shown as the claimant of the water right in IDWR's records. If the seller is not going to sign the form then you must attach some proof of ownership of the property described at the top of the form or proof of ownership referencing the specific water right(s) for the property.

The new owner must sign the form in the space provided. If the former owner/seller is available to sign the form please do so in the space provided.

When complete, the new owner and the former owner/seller should each retain one of the copies and return the original of the form to IDWR. You may return the form to the IDWR office nearest you or to: Idaho Department of Water Resources, Statehouse Mail, Boise, ID 83720-9000, Attention: Adjudication Bureau.

WARRANTY DEED

INSTRUMENT NO. 84483

For Value Received ALAN L. LARSON and HELGA LARSON, husband and wife

the grantors , do hereby grant, bargain, sell and convey unto
 PETER WENDT, trustee or his successors in trust under the PETER WENDT LOVING TRUST, dated
 December 19, 1990, and any amendments thereto

the grantee, whose current address is, 2599 Upper Dale Road, Council, ID
 83612

the following described premises, in Adams County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF.

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantee
 his heirs and assigns forever. And the said Grantors do hereby covenant to and with the
 said Grantee , that they are the owners in fee simple of said premises; that
 they are free from all incumbrances
 excepting for all easements of record, rights of way, matters visible, and all matters of
 record and title.

and that they will warranty and defend the same from all lawful claims whatsoever.

Date: July 27, 1993

Alan L. Larson
 Alan L. Larson

Helga Larson
 Helga Larson

STATE OF ALASKA)
 Borough) ss
 COUNTY OF Mat-Su)

On this 30th day of July, 1993, before me
 a Notary Public, personally appeared
 ALAN L. LARSON & HELGA LARSON
 known or identified to me to be the persons whose names are
 subscribed to the within instrument, and acknowledged to me
 that they executed the same

Kevin J. Thorsley
 Notary Public
 Residing at Palmer, Alaska
 Commission expires: 8-1-97

Order #93-306

STATE OF IDAHO, COUNTY OF ADAMS

I hereby certify that this instrument was filed for record
 at the request of Timberline Title & Escrow

at 02 minutes past 3 o'clock P M.
 this 4 day of August, 1993, in my
 office, and duly recorded in Book ----
 of Deeds at page ----

Michael Fisk

Ex-Officio Recorder

By: Sarah J. Wilson

Deputy

Fees \$ 6.00

Mail to:

Indexed

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OCT 22 1996

EXHIBIT "A"

Township 17 North, Range 2 West, Boise Meridian, Adams County, Idaho
Section 16: W1/2NE1/4, E1/2NW1/4

EXCEPTING THEREFROM the following parcels or tracts of land, to wit:

Parcel 1: A strip of land 25 rods wide, off of and along the entire South sides of the SE1/4NW1/4 and SW1/4NE1/4 of said Section 16, said Township and Range.

Parcel 2: The site of former School District No. 23, particularly described as follows:

Commencing therefor at a point 600 feet West of the Northeast corner of the NW1/4NE1/4 of said Section 16;

Thence West 210 feet; Thence South 210 feet;

Thence East 210 feet; Thence North 210 feet to the POINT OF BEGINNING.

Parcel 3: That part of the W1/2NE1/4 of said Section 16 described as follows:

Commencing at the Northeast corner of the NW1/4NE1/4 of said Section 16 and running

Thence West on the North line of said Section 600 feet;

Thence Southerly along the East line of the site of former School District No. 23 (see Parcel 2 above and Book C of Deeds at page 636, records of Adams County, Idaho) 210 feet more or less to the point of intersection of the East line of the former right-of-way of Pacific and Idaho Northern Railway;

thence South 27 degrees 03' East along the East line of said Railway right-of-way 1375 feet, more or less to the East line of the SW1/4NE1/4 of said Section 16;

Thence North along the East lines of the SW1/4NE1/4 and NW1/4NE1/4 of Section 16 to the POINT AND PLACE OF BEGINNING, being a tract of land conveyed to Adams County, Idaho in 1942 (See Book 17 of Deeds at page 578).

SUBJECT TO THE FOLLOWING:

THE RIGHT OF WAY OF THE PACIFIC AND IDAHO-NORTHERN RAILWAY, as set forth in a document, recorded September 26, 1911 in Book B of Deeds at page 294, records of Adams County, Idaho.

AN EASEMENT and perpetual right-of-way over the W1/2NE1/4 for irrigation ditch as set forth in a document recorded February 3, 1914 in Book 2 of Deeds at page 619, records of Adams County, Idaho.

EASEMENT for the purpose of public utilities and rights incidental thereto as set forth in a document granted to IDAHO POWER COMPANY (no representation is made as to present ownership of said easement), recorded December 5, 1945 in Book 4 of Misc. at page 423 as Instr. no. 29690, records of Adams County, Idaho.

EASEMENTS and rights-of-way for roads, irrigating ditches and lines of public utilities as now established over, upon or across said premises as set forth in a document recorded June 16, 1983 as Instr. No 66174, records of Adams County, Idaho.

AN EASEMENT for access purposes as set forth in a Quitclaim Deed recorded June 18, 1992 as Instr. No. 82171, records of Adams County, Idaho.

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OCT 22 1996

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

AL 7-00394

Date Received

1-5-90

Receipt Number

2007402

RECEIVED

JAN 05 1990

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Department of Water Resources
Western Regional Office

Please type or print clearly

- Name of Claimant (s) ALAN L. and/or HELGA LARSON Phone (907) 745-2309
Mailing Address P.O. Box 3435, PALMER, ALASKA Zip 99645
- Date of Priority (Only one (1) per claim) Our ownership started June 26, 1976 however we assumed rights filed previously by J.A. Darland #67-0394 date unknown to us.
- Source of water supply (a) Hornet Creek (See copy of IDWR letter attached)
which is tributary to (b) Weiser River
- a. Location of existing point of diversion is: Township 17 N., Range 2 W., Section 9,
NW 1/4 of SW 1/4 of SE 1/4, Govt. Lot, _____ B.M., County of ADAMS
Additional points of diversion if any: _____
b. If instream flow, beginning point of claimed instream flow is: ~~17 N.~~ STOCKWATER ONLY
Township 17 N Range 2 W Section 16, NW 1/4 of NW 1/4 of NE 1/4,
Govt. Lot _____ B.M., County of ADAMS
ending point is: Township 17 N Range 2 W Section 16, SE 1/4 of SW 1/4 of
NE 1/4, Govt. Lot _____ B.M., County of ADAMS
- 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. SMALL DRAINAGE DITCH APPROX.
4' WIDE WITH ROCK DIVERSION DAM IN HORNET CREEK TO DIVERT
WATER INTO DITCH. HEADGATE SLIGHTLY DOWNSTREAM TO
CONTROL FLOW.

MICROFILMED

OCT 22 1996

HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION

All documents filed in the Snake River Basin Adjudication other than notices of claims are filed with the court. Notices of claims to water rights filed in the Snake River Basin Adjudication are filed with the Idaho Department of Water Resources. Copies of all documents filed in the Snake River Basin Adjudication will not be mailed to all parties (claimants) in the adjudication.

By order of the court, any document filed with the court will be mailed only to those parties who may be directly affected by it. A monthly docket sheet will be prepared by the department which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Snake River Basin in Idaho. Copies of the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying. If you wish to receive a copy of the docket sheet each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee to cover the cost of copying and mailing. Copies of any document listed on the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying.

Copies of all notices of claims filed with the department will be available for inspection from all offices of the department. Copies of the notices of claims may be obtained in person or by mail, but you will be charged for the cost of copying and mailing. (A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.)

After the notices of claims have been reviewed, the director will prepare and file a report with the court. Part 1 of the report will contain the director's recommendations as to each water right claimed under state law. Part 2 of the report will list each federal reserved water right claimed. A number of reports will be prepared, one or more for each sub-basin in the Snake River Basin. When the report for your sub-basin is filed with the court, you will be mailed a notice informing you that the report for your sub-basin has been filed. The notice will be sent to the most recent address shown by the department's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way other claimant's water rights are described, and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection. The notice of filing for each sub-basin report will also be published state-wide in local newspapers.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For IRRIGATION purposes from 5-15 to 7-15 amount 2 or _____

For IRRIGATION purposes from 7-15 to 10-1 amount .5 or _____

For STOCKWATER purposes from 1-1 to 12-31 amount .04 or _____

For ~~DOMESTIC~~ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 2.54 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 50 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) 60 HEAD BEEF CATTLE & 8 HORSES ONE HOUSEHOLD

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	
17N	2W	16		15	10		D												
"	"	"		S	S														

Total number of acres irrigated 25

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

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.

DOMESTIC WELL, EXCESS WATER FROM FIR CREEK FOR GARDEN or None ()
IRRIGATION

14. Remarks: ATTACHED COPY OF LETTER FROM IDWR DATED 9-29-83
ACKNOWLEDGING PREVIOUSLY FILED WATER RIGHT #67-0394
ON THIS PROPERTY.

MICROFILMED

OCT 22 1996

Last Name LARSON Ident No. _____

Copies: White -State, Yellow-Claimant

It is very important that you inform the department in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

If you are acquiring property with water rights in the Snake River Basin water system in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of the department whether a notice of claim has been filed. If not, you must file a notice of claim or the water right may be declared by the court to no longer exist. If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with the department. The notice of change in ownership must be accompanied by some evidence of the change in ownership, such as a copy of the deed or a property tax statement showing the name of the new owner. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

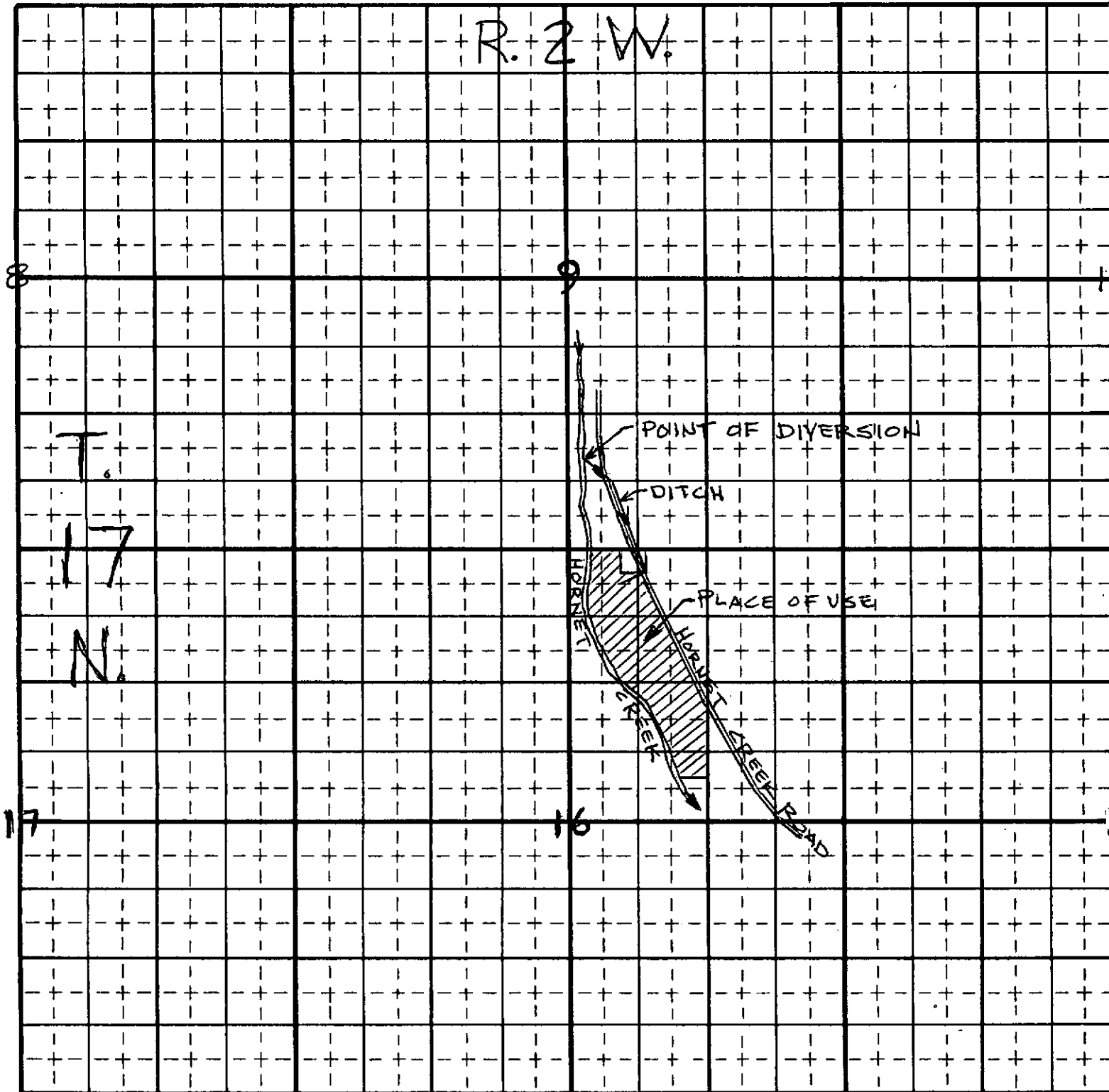
The cost of the subscription to the docket sheet is \$7.50 for calendar year 1988. The cost of the subscription may increase a small amount for calendar year 1989 if the cost of copying and/or mailing should increase.

If you are planning to file a motion or other pleading (not a notice of claim) with the court (not IDWR), the court has issued an order setting a special procedure that is different from the usual civil rules. A copy of the order may be obtained from any office of IDWR; you may be charged for the cost of mailing and/or copying.

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: $\frac{1}{4}$ inches equals 1 mile

4



Last Name LARSON

Ident No. _____

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use X Posted Notice _____ License _____ Permit _____

Decree _____

If applicable provide IDWR Water Right Number 67-0394

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments 1

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

Signature of Claimant (s) Clawd. Larson Date JAN. 3, 1990

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 _____ of _____

Title

Organization

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

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Alaska)
Mat-Su) SS.
Borough)
County of)

Subscribed and sworn (or affirmed) before me this 3rd day of January 19 90

SEAL

Notary Public May Rodge

Residing at Palmer Ak

My Commission Expires 5-3-93

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ 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 _____

Address _____

Date _____

MICROFILMED

OCT 22 1996

Last Name LARSON Ident. Number _____

Copies White-State, Yellow-Claimant

+ - - -	- Decree Plaintiff	- - - +	+ - - -	- Decree Defendant	- - - +	+ - Decree Date
	JOHN T. MITR			WILLIAM ALLISON		06/20/1921

OCT 22 1996

WATER RIGHT

No Comments Found

	Water Rights Dates and Flags Area	
--	-----------------------------------	--

Proof Due Date	- 00/00/0000	Field Exam Made	- 00/00/0000	Field Exam Fee	-
Approved/Denied	- 00/00/0000	Protested Date	- 00/00/0000	Swan Falls	-
Proof Made Date	- 00/00/0000	Hearing Date	- 00/00/0000	Temporary Right	- P
Exam to S.O. Date	- 00/00/0000	Verified Date	- 04/16/1985	DLE/Carey Act	-
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	- 67
Licensed Date	- 00/00/0000	Appl Received	- 00/00/0000	Transfer/Amended	-
Decree Date	- 06/20/1921	Presumption Flag	-		

MACROFILM
OCT 22 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

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

13-Jan-1994

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

THOMAS D GASTON
2525 24TH AVE W
SEATTLE WA 98199

RE: SRBA CHANGE OF OWNERSHIP
ADAMS COUNTY:IDAHO

Dear Mr. Gaston:

This letter is in reference to the Change of Ownership you submitted to this office for water right 67-00394.

The above mentioned water right is a decreed irrigation right, however our records show no evidence of this water right being claimed in the Snake River Basin Adjudication.

Idaho Code 42-1409 requires all persons owning decreed irrigation water rights within the Snake River Basin water system in Idaho to file a Notice of Claim with the Idaho Department of Water Resources.

The change of ownership form is for claims that have been filed by a former owner and is not necessary for this right. I am returning the change of ownership form and enclosing a Notice of Claim and instructions to be completed by you.

Please complete the enclosed forms and return them to me as soon as possible. Please remember that failure to file a required Notice of Claim to your existing water right will result in a determination by the court that the water right no longer exists.

If you have any questions or if I can be of any assistance feel free to call me at (208) 327-7881.

Sincerely,

Robert E Foster
Water Rights Agent
Adjudication Bureau

RF
enc.
Notice of Claim
Change of Ownership

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OCT 22 1996



State of Idaho
DEPARTMENT OF WATER RESOURCES
WESTERN REGION, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-2190

September 29, 1983

Alan L. Larsen
P. O. Box 594
Eagle River, AK 99577

Dear Mr. Larsen:

Unfortunately, your letter was misplaced in the shuffle of our June 30th deadline and was found recently.

Your water rights have been located and are filed accordingly with our Department. Water right No. 67-0394 is for 25 inches of water covering the E $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 16, T 17N Rge. 2W, BM. This water right is in the name of J. A. Darland, but once it was decreed it becomes appurtenant to the land covered, and whoever owns the land then owns the water right. The water rights through Hornet Creek Water Storage Association are covered by that association's water rights.

If you have any further questions, please do not hesitate to contact us.

Sincerely,


Jan Grover
Senior Water Resource Agent

MICROFILMED
OCT 22 1996

LARSON

WARSAW CONVENTION NOTICE

IF THE TRANSPORTATION OF THIS SHIPMENT INVOLVES AN ULTIMATE STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, THE WARSAW CONVENTION MAY BE APPLICABLE AND THIS CONVENTION GOVERNS AND IN MOST CASES LIMITS THE LIABILITY OF THE CARRIER IN RESPECT OF LOSS, DAMAGE OR DELAY TO CARGO, TO 250 FRENCH GOLD FRANCS PER KILOGRAM, UNLESS A HIGHER VALUE IS DECLARED ON THIS AIRBILL IN ADVANCE BY THE SHIPPER AND EXTRA CHARGES PAID FOR INSURANCE. THE LIABILITY LIMIT OF 250 FRENCH GOLD FRANCS PER KILOGRAM IS APPROXIMATELY US \$20.00 PER KILOGRAM ON THE BASIS OF US \$42.22 PER OUNCE OF GOLD.

TERMS AND CONDITIONS

By tendering materials for shipment via DHL's DOCUMENT COURIER SERVICE or WORLDWIDE PACKAGE EXPRESS SERVICE, the Shipper agrees to the terms and conditions stated herein and to DHL's STANDARD CONDITIONS OF CARRIAGE which are incorporated into this contract by reference and which are available from or for inspection at any DHL office. No agent or employee of DHL or the Shipper may alter or modify these terms and conditions.

1. THE AIRBILL

THIS DHL AIRBILL IS NON-NEGOTIABLE, and the Shipper acknowledges that it has been prepared by the Shipper or by DHL on behalf of the Shipper. The Shipper warrants that it is the owner of the goods transported hereunder, or it is the authorized agent of the owner of the goods, and that it hereby accepts DHL's terms and conditions for itself and as agent for and on behalf of any other person having any interest in the shipment.

2. SHIPPER'S OBLIGATIONS AND ACKNOWLEDGEMENTS.

The Shipper warrants that each article in the shipment is properly described on this AIRBILL and has not been declared by DHL to be unacceptable for transport, and that the shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling.

The Shipper hereby acknowledges that DHL may abandon and/or release any item consigned by the Shipper to DHL which DHL has declared to be unacceptable or which the Shipper has undervalued for Customs' purposes or misdescribed herein, whether intentionally or otherwise, without incurring any liability whatsoever to the Shipper, and the Shipper will save and defend, indemnify and hold DHL harmless from all claims, damages, fines and expenses arising therefrom.

The Shipper shall be liable for all costs and expenses related to the shipment and for costs incurred in either returning the shipment to the Shipper or warehousing the shipment pending disposition.

3. RIGHT OF INSPECTION OF SHIPMENT.

DHL has the right, but not the obligation, to inspect any shipment including, without limitation, opening the shipment.

4. LIEN ON GOODS SHIPPED.

DHL shall have a lien on any goods shipped for all freight charges, customs duties, advances or other charges of any kind arising out of the transportation hereunder and may refuse to surrender possession of the goods until such charges are paid.

5. LIMITATION OF LIABILITY.

The liability of DHL for any loss or damage to the shipment (which term shall include all documents or parcels consigned to DHL under this AIRBILL) is limited to the lesser of:

- US \$100, or
- The amount of loss or damage to a document or parcel actually sustained, or
- The Actual Value of the document or parcel as determined under section 6 hereof, without regard to its commercial utility or special value to the Shipper.

6. ACTUAL VALUE.

(a) The Actual Value of a document (which term shall include any item of no commercial value which is transported hereunder) shall be ascertained by reference to its cost of preparation or replacement, reconstruction, or reconstruction at the time and place of shipment, whichever is less.

(b) The Actual Value of a parcel (which term shall include any item of commercial value which is transported hereunder) shall be ascertained by reference to its cost of repair or replacement, resale, or fair market value at the time and place of shipment, whichever is less. In no event shall such value exceed the original cost of the article actually paid by the Shipper plus 10%.

7. CONSEQUENTIAL DAMAGES EXCLUDED.

DHL shall not be liable, in any event, for any consequential or special damages or other indirect loss, however arising, whether or not DHL had knowledge that such damages might be incurred, including, but not limited to, loss of income, profits, interest, utility or loss of market.

8. LIABILITIES NOT ASSUMED.

While DHL will endeavor to exercise its best efforts to provide expeditious delivery in accordance with regular delivery schedules, DHL WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR DELAY IN PICKUP, TRANSPORTATION OR DELIVERY OF ANY SHIPMENT, REGARDLESS OF THE CAUSE OF SUCH DELAY.

Further, DHL shall not be liable for any loss, damage, mis-delivery or non-delivery:

- due to act of God, force majeure occurrence or any cause reasonably beyond the control of DHL, or
- caused by:
 - The act, default or omission of the Shipper, the Consignee or any other party who claims an interest in the shipment (including violation of any term or condition hereof), or of any person other than DHL or of any Customs' or other Government Officials, or of any Postal Service, forwarder or other entity or person to whom a shipment is tendered by DHL for transportation to any location not regularly served by DHL, regardless of whether the Shipper requested or had knowledge of such third-party delivery arrangement;
 - The nature of the shipment or any defect, characteristic, or inherent vice thereof;
 - Electrical or magnetic injury, erasure, or other such damage to electronic or photographic images or recordings in any form.

9. CLAIMS.

(a) Any claim must be brought by the Shipper and delivered in writing to the office of DHL nearest the location at which the shipment was accepted within 30 days of the date of such acceptance. No claim may be made against DHL outside of that time limit.

(b) No claim for loss of damage will be entertained until all transportation charges have been paid. The amount of any such claim may not be deducted from any transportation charges owed DHL.

10. APPLICABILITY.

These terms and conditions shall apply to, and inure to the benefit of DHL AIRWAYS, INC. and its authorized agents and affiliated companies, and their officers, directors and employees.

11. MATERIALS NOT ACCEPTABLE FOR TRANSPORT.

DHL will not carry:

Currency	Stamps	Works of Art	Negotiable instruments in bearer form
Jewelry	Precious metals	Precious Stones	Lewd, obscene, or pornographic materials
Bulbion	Fire Arms	Explosives	Industrial carbons and diamonds
Cashier's checks	Money orders	Traveler's checks	Hazardous or combustible materials
Articles	Plants	Animals	Property the carriage of which is prohibited by any law, regulation, or statute of any federal, state or local government or any country from, to or through which the shipment may be carried.
Pharmaceuticals	Drugs	Foodstuffs	
Liquor	Tobacco	Perishables	

NO PARCEL OR ITEM REQUIRING A CUSTOMS DECLARATION IS ACCEPTABLE FOR TRANSPORT OUT OF THE ORIGIN COUNTRY VIA DHL'S DOCUMENT COURIER SERVICE, WORLDWIDE PACKAGE EXPRESS SERVICE MUST BE CLEARLY SELECTED BY THE SHIPPER FOR SUCH SHIPMENT.

12. COLLECT SHIPMENTS.

Where the consignee is to be billed for the cost of shipment, DHL reserves the right to refuse delivery until all transportation and other charges have been paid. If the consignee refuses to pay, the shipper will be liable for all such charges, including, without limitation, costs of returning the shipment if required.

INSURANCE

(a) At the request of the Shipper and upon payment therefor, DHL will arrange insurance on behalf of the Shipper in an amount not exceeding US \$25,000.

(b) The insurance coverage shall be governed by all of the terms and conditions contained in the policy of insurance issued by the insurance carrier.

(c) CONSEQUENTIAL DAMAGES AND LOSS OR DAMAGE RESULTING FROM DELAYS IN TRANSPORTATION ARE NOT COVERED BY ANY SUCH POLICY OF INSURANCE.