

12 07
13 18

NWNW

NENW

SWNW

SENW



Map prepared by: Carter Fritschle
Date prepared: 06/07/05
Digital Orthophotoquad - 1992 Photography
Idaho Department of Water Resources

06/07/2005

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

RIGHT NUMBER: 78-163A

NAME AND ADDRESS: WILLIAM H JOHNSON
C/O LAVERA RUMPEL
1902 SW VISTA PL
PENDLETON OR 97801

VEDA C JOHNSON
C/O LAVERA RUMPEL
1902 SW VISTA PLACE
PENDLETON OR 97801

SOURCE: GOOSE CREEK

TRIBUTARY: LITTLE SALMON RIVER

QUANTITY: 1.200 CFS

PRIORITY DATE: 05/01/1889

POINT OF DIVERSION:

T19N R02E S17 SWSW Within ADAMS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	1.200 CFS

PLACE OF USE: IRRIGATION Within ADAMS County

T19N R02E S18	NENW	38.0	T19N R02E S18 Lot 1 NWNW	24.0
T19N R02E S18 Lot 2 SWNW		1.0	T19N R02E S18 SENW	12.0

75 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: Decreed

Use of this right is combined with water from Brundage Water Users Association.

Water is delivered through the Shepherd-Smith Canal.

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: A78-00163A

Date Received: 5/06/1988

Receipt No: C000556

C000557

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WILLIAM H. JOHNSON 503-278-2323
Address: C/O LAVERA RUMPEL
1902 SW VISTA PLACE
PENDLETON, OR 97801

AND

Name: VEDA C. JOHNSON 503-278-2323
Address: C/O LAVERA RUMPEL
1902 SW VISTA PLACE
PENDLETON, OR 97801

2. Date of Priority: MAY 01, 1889

3. Source: GOOSE CREEK Trib. to: LITTLE SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
19N	02E	17	NW	SW	SW		ADAMS

5. Description of diverting works:
DIVERSION INTO DITCH FROM GOOSE CREEK (OSBORN DIVERSION).

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	1.200		

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

8. Total consumptive use is 150.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
19N	02E	18	NE		NW		IRR	37.0
			NW		NW	1	IRR	25.0
			SW		NW	2	IRR	1.0
			SE		NW		IRR	12.0
Section Acres								75.0
Total Acres								75.0

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:
BRUNDAGE RESERVOIR WATER.

14. Remarks:
LAVERA K. RUMPEL IS TRUSTEE FOR WILLIAM H. JOHNSON AND VEDA C. JOHNSON.

15. Basis of Claim: DECREED
Water Right Number:
Case Number:
Court :
Decree date: 7/13/1921

HENRY T. CLAY, ET. AL.
Decree Plaintiff

vs

T. A. CLARK, ET. AL.
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: -7-

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): Laura K Rumpel Date: 5-6-88

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 6th day

of May 19 88

Carter Fritschle
Notary Public

Seal

Residing at Eagle, Id
My Commission Expires 3-2-94

TRUST AGREEMENT

THIS AGREEMENT, entered into this 17 day of June, 1980, by and between WILLIAM H. JOHNSON, herein called the Trustor, and LAVERA K. RUMPEL, herein called the Trustee.

1. Trust Property. The Trustor hereby irrevocably assigns to the Trustee, in trust, the assets listed on Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter termed the trust property, to be held for the purposes and on the conditions hereinafter stated.

2. Additional Property. The Trustor and any other persons shall have the right at any time to make additions to the corpus of the Trust. All such additions shall be held, controlled and distributed by the Trustee in accordance with the terms and conditions of this Agreement.

3. Dispositive Provisions. The Trustee shall hold, manage, invest and reinvest the trust property for the benefit of the beneficiaries upon the following terms:

a. The Trustee shall pay to or apply the net income and principal of the Trust Estate as the Trustor shall from time to time direct. Should the Trustee at any time consider the Trustor, by reason of illness or accident, or for any other reason, to be unable to direct her with respect to the disposition of such income and principal, the Trustee shall expend for the Trustor such sums from the income and principal as she shall deem necessary or advisable for the care, support, maintenance and reasonable comforts of the Trustor.

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OCT 05 1992

this Agreement in duplicate as of the day and year first above written, being one copy for each of the parties hereto.

William H. Johnson
WILLIAM H. JOHNSON
Trustor

Lavera K. Rumpel
Lavera K. RUMPEL
Trustee

TRUST AGREEMENT

THIS AGREEMENT, entered into this 17 day of June, 1980, by and between VEDA C. JOHNSON, herein called the Trustor, and LAVERA K. RUMPEL, herein called the Trustee.

1. Trust Property. The Trustor hereby irrevocably assigns to the Trustee, in trust, the assets listed on Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter termed the trust property, to be held for the purposes and on the conditions hereinafter stated.

2. Additional Property. The Trustor and any other persons shall have the right at any time to make additions to the corpus of the Trust. All such additions shall be held, controlled and distributed by the Trustee in accordance with the terms and conditions of this Agreement.

3. Dispositive Provisions. The Trustee shall hold, manage, invest and reinvest the trust property for the benefit of the beneficiaries upon the following terms:

a. The Trustee shall pay to or apply the net income and principal of the Trust Estate as the Trustor shall from time to time direct. Should the Trustee at any time consider the Trustor, by reason of illness or accident, or for any other reason, to be unable to direct her with respect to the disposition of such income and principal, the Trustee shall expend for the Trustor such sums from the income and principal as she shall deem necessary or advisable for the care, support, maintenance and reasonable comforts of the Trustor.

MICROFILMED

OCT 05 1992

9. Situs. This Agreement shall be regarded for all purposes as an Oregon document; the validity and construction hereof shall be determined and governed in all respects by the laws of the State of Oregon; and the Trust powers and provisions herein contained shall be administered, exercised and carried into effect according to the laws of the State of Oregon.

IN WITNESS WHEREOF, the Trustor and Trustee have executed this Agreement in duplicate as of the day and year first above written, being one copy for each of the parties hereto.

Veda C. Johnson
VEDA C. JOHNSON
Trustor

Lavera K. Rumpel
Lavera K. RUMPEL
Trustee

MICROFILMED

OCT 05 1992

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That I, VEDA C.

JOHNSON, a widow, of Ontario, in Malheur County, Oregon, have made, constituted, and appointed, and do hereby make, constitute and appoint LAVERA K. RUMPEL, of Pendleton, in Umatilla County, Oregon, my true and lawful attorney, for me and in my name, place and stead, and on my behalf and for my use and benefit to receive and receipt for any and all sums of money or payments due or to become due to me, to deposit in my name, in any bank or banks any and all money collected or received by her, to pay any and all bills, accounts, claims, and demands now or hereafter payable by me, to draw checks or drafts upon any and all bank accounts or deposits belonging to me, to act for me in any business in which I am now or have been engaged or interested, including every kind, and in connection with any contract or contracts heretofore made by me; to bargain, contract, agree for purchase, receive and take lands, tenements, hereditaments, and to accept the siesin and possession of all lands, and all deeds and other assurances in the law thereof; to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments upon such terms and conditions, and under such covenants as she shall think fit, in connection with and pertaining to any and all lands owned by me in the States of Oregon and Idaho, or in any other place; and also for me, and in my name and as my acts and deeds to sign, seal, execute, deliver and acknowledge such deeds, leases, assignments of leases, covenants, indentures, agreements, mortgages, hypothecations, bills, bonds,

notes, receipts, evidences of debt, releases and satisfactions of mortgages, judgments and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.

Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever is requisite and necessary to be done in and about the premises, including the power to exercise rights and warrants, to sell, assign and transfer securities of any nature and description registered in my name and for the foregoing purpose to sign stock or bond powers and make and execute all other instruments and acts necessary to accomplish the foregoing, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney, or her substitute, shall lawfully do or cause to be done by virtue of these presents.

It is my intention by these presents to grant unto the said attorney full power and authority to act for or in my behalf as to any and all premises as set out herein.

This Power of Attorney shall not be affected by disability of the principal.

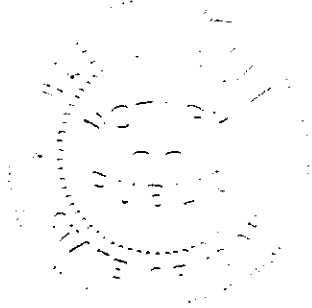
IN WITNESS WHEREOF, I have hereunto set my hand this
5th day of June, 1987.

Veda C. Johnson
VEDA C. JOHNSON

STATE OF IDAHO)
 : ss.
County of Payette)

On this, the 5th day of June, 1987,
before me, Glenn M. Lee, a Notary Public in and for
said State, personally appeared VEDA C. JOHNSON, a widow, known
or identified to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that she executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year first above written.



Glenn M. Lee
Notary Public for said State
Residing at: Frontland
Commission Expires: 12-12-87

