

07/13/2005

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

RIGHT NUMBER: 78-7215

NAME AND ADDRESS: DOUGLAS M DENNIS
PO BOX 1144
RIGGINS ID 83549

CONNIE A CARROLL
PO BOX 1144
RIGGINS ID 83549

SOURCE: PAPOOSE CREEK

TRIBUTARY: SQUAW CREEK

QUANTITY: 0.050 CFS
7.200 AFY

PRIORITY DATE: 04/07/1982

POINT OF DIVERSION:

T24N R01E S17 NESW Within IDAHO County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.050 CFS 7.20 AFY

PLACE OF USE: IRRIGATION Within IDAHO County

T24N R01E S17 NESW 1.8

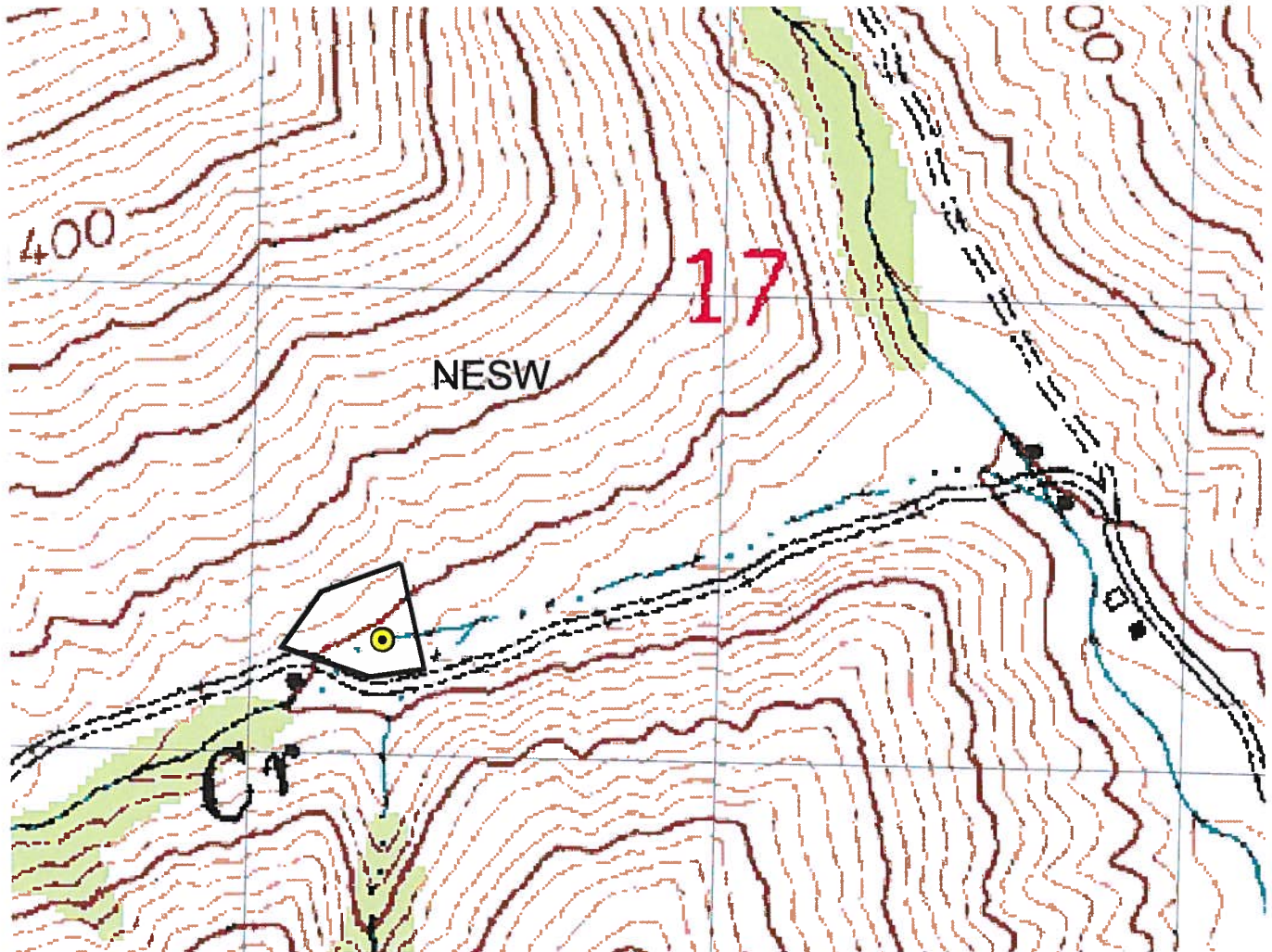
1.8 ACRES TOTAL

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: BASIS OF CLAIM - License

78-7215



0 300 600 Feet

Section 17
T24N R1E



● Point of Diversion

□ Place of Use

Map prepared on July 13, 2005
By Kenneth Knoblock
Idaho Department of Water Resources

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 78-7215
Date Received: 5/26/1988
Receipt No: W000245
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

DOUGLAS M DENNIS
PO BOX 1144
RIGGINS ID USA 83549

Phone: (208) 628-3184

CONNIE A CARROLL
PO BOX 1144
RIGGINS ID USA 83549

Phone: (208) 628-3184

2. Date of Priority: 04/07/1982

3. Source: PAPOOSE CREEK Trib. to: SQUAW CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
24N	01E	17	NE SW	IDAHO	

5. Description of diverting works:

CHECK DAM, 1.5 HP PUMP, SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.05	

7. Total Quantity Appropriated is:
0.05 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
24N	01E	17	NE	SW	IRRIGATION	1.8
Section Acres						1.8
Total Acres						1.8

11. Place of use in counties: IDAHO

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

13. Other Water Rights Used:

14. Remarks:

Ownership changed by DH 7/15/2002

15. Basis of Claim: Permit

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

RECEIVED

FEB 18 1999

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 or Adjudication Claim No(s): 78-07215

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** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant JAMES A. AMELL
P.O. BOX 1494 MCCALL, ID 83638

4. New Owner/Claimant(s) DOUGLAS M DENNIS CONNIE A. CARROLL
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
 New Mailing Address P.O. BOX 1144
 City, State and ZIP Code RIGGINS, ID 83549
 New Telephone Number (208) 628 3184

5. Date you acquired the property 6/24/96

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes _____ Other uses _____
 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.

7. Signature of New Owner or Claimant(s) Douglas M Dennis

- Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this 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.

DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of June, 1996, between DOUGLAS M. DENNIS and CONNIE A. CARROLL, husband and wife, herein called GRANTOR, whose address is 502 N. 3rd # 107, McCall, ID 83638; IDAHO COUNTY TITLE COMPANY, INC., herein called TRUSTEE, and JAMES ALBERT AMELL, also known as JAMES A. AMELI, and DENISE K. AMELL, husband and wife, herein called BENEFICIARY.

Grantor, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Idaho, State of Idaho:

See Exhibit "A" attached hereto and hereby incorporated by this reference.

which has the address of 16 Papoose CRK. (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Beneficiary to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Beneficiary the repayment of the indebtedness evidenced by Grantor's note dated June __, 1996, and extensions and renewals thereof (herein "Note"), in the principal sum of 57,500.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June __, 2011; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Grantor herein contained.

UNIFORM COVENANTS. Grantor and Beneficiary covenant and agree as follows:

1. Payment of Principal and Interest. Grantor shall promptly pay when due the principal and interest indebtedness evidenced by the Note.

2. Prior Mortgages and Deeds of Trust; Charges; Liens. Grantor shall perform all of Grantor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Grantor's covenants to make payments when due. Grantor's shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust.

3. Hazard Insurance. Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss

1 by fire, hazards included within the term "extended coverage", and
2 such other hazards as Beneficiary may require and in such amounts
and for such periods as Beneficiary may require.

3 The insurance carrier providing the insurance shall be chosen
4 by Grantor subject to approval by Beneficiary; provided, that such
approval shall not be unreasonably withheld. All insurance
5 policies and renewals thereof shall be in a form acceptable to
Beneficiary and shall include a standard mortgage clause in favor
6 of and in a form acceptable to Beneficiary. Beneficiary shall have
the right to hold the policies and renewals thereof, subject to the
7 terms of any mortgage, deed of trust or other security agreement
with a lien which has priority over this Deed of Trust.

8 In the event of loss, Grantor shall give prompt notice to the
insurance carrier and Beneficiary. Beneficiary may make proof of
loss if not made promptly by Grantor.

9 If the Property is abandoned by Grantor, or if Grantor fails
to respond to Beneficiary within 30 days from the date notice is
10 mailed by Beneficiary to Grantor that the insurance carrier offers
to settle a claim for insurance benefits, Beneficiary is authorized
11 to collect and apply the insurance proceeds at Beneficiary's option
either to restoration or repair of the Property or to the sums
secured by this Deed of Trust.

12 4. Preservation and Maintenance of Property; Leaseholds.
Grantor shall keep the Property in good repair and shall not commit
13 waste or permit impairment or deterioration of the Property and
shall comply with the provisions of any lease if this Deed of Trust
14 is on a leasehold.

15 5. Protection of Beneficiary's Security. If Grantor fails to
perform the covenants and agreements contained in this Deed of
16 Trust, or if any action or proceeding is commenced which materially
affects Beneficiary's interest in the Property, then Beneficiary,
17 at Beneficiary's option, upon notice to Grantor, may make such
appearances, disburse such sums, including reasonable attorneys'
18 fees, and take such action as is necessary to protect Beneficiary's
interest.

19 Any amounts disbursed by Beneficiary pursuant to this
paragraph, with interest thereon, at the Note rate, shall become
20 additional indebtedness of Grantor secured by this Deed of Trust.
Unless Grantor and Beneficiary agree to other terms of payment,
21 such amounts shall be payable upon notice from Beneficiary to
Grantor requesting payment thereof. Nothing contained in this
22 paragraph shall require Beneficiary to incur any expenses or take
any action hereunder.

23 6. Inspection. Beneficiary may make or cause to be made
reasonable entries upon and inspections of the Property, provided
24 that Beneficiary shall give Grantor notice prior to any such
inspection specifying reasonable cause therefor related to
25 Beneficiary's interest in the Property.

26 7. Condemnation. The proceeds of any award or claim for
damages, direct or consequential, in connection with any
27 condemnation or other taking of the Property, or part thereof, or
for conveyance in lieu of condemnation, are hereby assigned and
shall be paid to Beneficiary, subject to the terms of any mortgage,
28

1 deed of trust or other security agreement with a lien which has
2 priority over this Deed of Trust.

3 8. Grantor Not Released; Forbearance by Beneficiary Not a
4 Waiver. Extension of the time for payment or modification of
5 amortization of the sums secured by this Deed of Trust granted by
6 Beneficiary to any successor in interest of Grantor shall not
7 operate to release, in any manner, the liability of the original
8 Grantor and Grantor's successors in interest. Beneficiary shall
9 not be required to commence proceedings against such successor or
10 refuse to extend time for payment or otherwise modify amortization
11 of the sums secured by this Deed of Trust by reason of any demand
12 made by the original Grantor and Grantor's successors in interest.
13 Any forbearance by Beneficiary in exercising any right or remedy
14 hereunder, or otherwise afforded by applicable law, shall not be a
15 waiver of or preclude the exercise of any such right or remedy.

16 9. Successors and Assigns Bound; Joint and Several Liability;
17 Co-signers. The covenants and agreements herein contained shall
18 bind, and the rights hereunder shall inure to, the respective
19 successors and assigns of Beneficiary and Grantor, subject to the
20 provision of paragraph 13 hereof. All covenants and agreements of
21 Grantor shall be joint and several. Any Grantor who co-signs this
22 Deed of Trust, but does not execute the Note, (a) is co-signing
23 this Deed of Trust only to grant and convey that Grantor's interest
24 in the Property to Trustee under the terms of this Deed of Trust,
25 (b) is not personally liable on the Note or under this Deed of
26 Trust, and (c) agrees that Beneficiary and any other Grantor
27 hereunder may agree to extend, modify, forbear, or make any other
28 accommodations with regard to the terms of this Deed of Trust or
the Note, without that Grantor's consent and without releasing that
Grantor or modifying this Deed of Trust as to that Grantor's
interest in the Property.

10. Notice. Except for any notice required under applicable
law to be given in another manner, (a) any notice to Grantor
provided for in this Deed of Trust shall be given by delivering it
or by mailing such notice by certified mail addressed to Grantor at
the Property Address or at such other address as Grantor may
designate by notice to Beneficiary as provided herein, and (b) any
notice to Beneficiary shall be given by certified mail to
Beneficiary's address stated herein or to such other address as
Beneficiary may designate by notice to Grantor as provided herein.
Any notice provided for in this Deed of Trust shall be deemed to
have been given to Grantor or Beneficiary when given in the manner
designated herein.

If any notice is given as provided herein the Grantor must
pay to the Beneficiary for the preparation thereof \$100.00 plus any
charges and fees incurred by said Beneficiary in the service
thereof. All such charges shall be immediately payable upon demand
therefore.

11. Severability. In the event that any provision or clause
of this Deed of Trust or the Note conflicts with applicable law,
such conflict shall not affect other provisions of this Deed of
Trust or the Note which can be given effect without the conflicting
provision, and to this end the provisions of this Deed of Trust and

1 the Note are declared to be severable. As used herein, "costs",
2 "expenses" and "attorneys' fees" include all sums to the extent not
prohibited by applicable law or limited herein.

3 12. Grantor's Copy. Grantor shall be furnished a conformed
copy of the Note and of this Deed of Trust at the time of execution
or after recordation hereof.

4 13. Transfer of the Property. If Grantor sells or transfers
5 all or any part of the Property or an interest therein, excluding
6 (a) the creation of a lien or encumbrance subordinate to this Deed
7 of Trust, (b) a transfer by devise, descent, or by operation of law
8 upon the death of a joint tenant, or (c) the grant of any leasehold
9 interest of three years or less not containing an option to
purchase, Grantor shall cause to be submitted information required
by Beneficiary to evaluate the transferee as if a new loan were
being made to the transferee. Grantor will continue to be
obligated under the Note and this Deed of Trust unless Beneficiary
releases Grantor in writing.

10 If Beneficiary, on the basis of any information obtained
11 regarding the transferee, reasonably determines that Beneficiary's
12 security may be impaired, or that there is an unacceptable
13 likelihood of a breach of any covenant or agreement in this Deed of
14 Trust, or if the required information is not submitted, Beneficiary
15 may declare all of the sums secured by this Deed of Trust to be
16 immediately due and payable. If Beneficiary exercises such option
17 to accelerate, Beneficiary shall mail Grantor notice of
acceleration in accordance with paragraph 10 hereof. Such notice
shall provide a period of not less than 30 days from the date the
notice is mailed or delivered within which Grantor may pay the sums
declared due. If Grantor fails to pay such sums prior to the
expiration of such period, Beneficiary may, without further notice
or demand on Grantor, invoke any remedies permitted by paragraph 14
hereof.

18 NON-UNIFORM COVENANTS. Grantor and Beneficiary further
covenant and agree as follows:

19 14. Acceleration; Remedies. Except as provided in paragraph
20 13 hereof, upon Grantor's breach of any covenant or agreement of
21 Grantor in this Deed of Trust, including the covenants to pay when
22 due any sums secured by this Deed of Trust, Beneficiary prior to
23 acceleration shall give notice to Grantor as provided in paragraph
24 10 hereof specifying: (1) the breach; (2) the action required to
25 cure such breach; (3) a date, not less than 30 days from the date
26 the notice is mailed to Grantor, by which such breach must be
27 cured; and (4) that failure to cure such breach on or before the
date specified in the notice may result in acceleration of the sums
secured by this Deed of Trust and sale of the Property at public
auction at a date not less than 120 days in the future. The notice
shall further inform Grantor of (i) the right to reinstate after
acceleration, (ii) the right to bring a court action to assert the
nonexistence of a default or any other defense of Grantor to
acceleration and foreclosure, and (iii) any other matters required
to be included in such notice by applicable law. If the breach is
not cured on or before the date specified in the notice,
Beneficiary at Beneficiary's option may declare all of the sums

1 secured by this Deed of Trust to be immediately due and payable
2 without further demand and may invoke the power of sale and any
3 other remedies permitted by applicable law. Beneficiary shall be
4 entitled to collect all reasonable costs and expenses incurred in
5 pursuing the remedies provided in this paragraph, including, but
6 not limited to, reasonable attorneys' fees.

7 If Beneficiary invokes the power of sale, Beneficiary shall
8 give written notice to Trustee of the occurrence of an event of
9 default and of Beneficiary's election to cause the Property to be
10 sold. Trustee and Beneficiary shall take such action regarding
11 notice of sale and shall give such notices to Grantor and to other
12 persons as applicable law may require. After the lapse of such
13 time as may be required by applicable law and after publication of
14 the notice of sale, Trustee, without demand on Grantor, shall sell
15 the Property at public auction to the highest bidder at the time
16 and place and under the terms designated in the notice of sale in
17 one or more parcels and in such order as Trustee may determine.
18 Trustee may postpone sale of the Property for a period or periods
19 not exceeding a total of 30 days by public announcement at the time
20 and place fixed in the notice of sale. Beneficiary or
21 Beneficiary's designee may purchase the Property at any sale.

22 Trustee shall deliver to the purchaser Trustee's deed
23 conveying the Property so sold without any covenant or warranty,
24 expressed or implied. The recitals in the Trustee's deed shall be
25 prima facie evidence of the truth of the statements made therein.
26 Trustee shall apply the proceeds of the sale in the following
27 order: (a) to all reasonable costs and expenses of the sale,
28 including, but not limited to, reasonable Trustee's and attorneys'
fees and costs of title evidence; (b) to all sums secured by this
Deed of Trust; and (c) the excess, if any, to the person or persons
legally entitled thereto, or to the Clerk of the Superior Court of
the County in which the sale took place.

15. Grantor's Right to Reinstate. Notwithstanding
Beneficiary's acceleration of the sums secured by this Deed of
Trust due to Grantor's breach, Grantor shall have the right to have
any proceedings begun by Beneficiary to enforce this Deed of Trust
discontinued at any time prior to the earlier to occur of (i) the
tenth day before sale of the Property pursuant to the power of sale
contained in this Deed of Trust or (ii) entry of a judgment
enforcing this Deed of Trust if: (a) Grantor pays Beneficiary all
sums which would be then due under this Deed of Trust and the Note
had no acceleration occurred; (b) Grantor cures all breaches of any
other covenants or agreements of Grantor contained in this Deed of
Trust; (c) Grantor pays all reasonable expenses incurred by
Beneficiary and Trustee in enforcing the covenants and agreements
of Grantor contained in this Deed of Trust, and in enforcing
Beneficiary's and Trustee's remedies as provided in paragraph 14
hereof, including, but not limited to, reasonable attorneys' fees;
and (d) Grantor takes such action as Beneficiary may reasonably
require to assure that the lien of this Deed of Trust,
Beneficiary's interest in the Property and Grantor's obligation to
pay the sums secured by this Deed of Trust shall continue
unimpaired. Upon such payment and cure by Grantor, this Deed of

1 Trust and the obligations secured hereby shall remain in full force
2 and effect as if no acceleration had occurred.

3 16. Assignment of Rents; Appointment of Receiver; Beneficiary
4 in Possession. As additional security hereunder, Grantor hereby
5 assigns to Beneficiary the rents of the Property, provided that
6 Grantor shall, prior to acceleration under paragraph 14 hereof or
7 abandonment of the Property, have the right to collect and retain
8 such rents as they become due and payable.

9 Upon acceleration under paragraph 14 hereof or abandonment of
10 the Property, Beneficiary, in person, by agent or by judicially
11 appointed receiver shall be entitled to enter upon, take possession
12 of and manage the Property and to collect the rent of the Property
13 including those past due. All rents collected by Beneficiary or
14 the receiver shall be applied first to payment of the costs of
15 management of the Property and collection of rents, including, but
16 not limited to, receiver's fees, premiums on receiver's bonds and
17 reasonable attorneys' fees, and then to the sums secured by this
18 Deed of Trust. Beneficiary and the receiver shall be liable to
19 account only for those rents actually received.

20 17. Reconveyance. Upon payment of all sums secured by this
21 Deed of Trust, Beneficiary shall request Trustee to reconvey the
22 Property and shall surrender this Deed of Trust and all notes
23 evidencing indebtedness secured by this Deed of Trust to Trustee.
24 Trustee shall reconvey the Property without warranty and without
25 charge to the person or persons legally entitled thereto. Such
26 person or persons shall pay all costs of recordation, if any.

27 18. Substitute Trustee. In accordance with applicable law,
28 Beneficiary may from time to time appoint a successor trustee to
any Trustee appointed hereunder who has ceased to act. Without
conveyance of the Property, the successor trustee shall succeed to
all the title, power and duties conferred upon the Trustee herein
and by applicable law.

19 19. Use of Property. The Property is not used principally for
20 agricultural or farming purposes.

21 REQUEST FOR NOTICE OF DEFAULT
22 AND FORECLOSURE UNDER SUPERIOR
23 MORTGAGES OR DEEDS OF TRUST

24 Grantor and Beneficiary request the holder of any mortgage,
25 deed of trust or other encumbrance with a lien which has priority
26 over this Deed of Trust to give Notice to Beneficiary, at
27 Beneficiary's address set forth on page one of this Deed of Trust,
28 of any default under the superior encumbrance and of any sale or
other foreclosure action.

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust.

DOUGLAS M. DENNIS

CONNIE A. CARROLL

Township 24 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 17: A tract of land lying within the NE $\frac{1}{4}$ SW $\frac{1}{4}$ described as follows: Beginning at a point, designated by an iron pipe, on the North right of way line (as fenced) of the Papoose Creek Road, which point lies N.15°20'E., 244.4 feet from the Southwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, and thence N.15°20'E., 334.4 feet to Corner No. 2 an iron pipe
thence N.52°24'E., 324.4 feet to Corner No. 3 an iron pipe
thence S.10°46'E., 564.6 feet to Corner No. 4 an iron pipe set on the North right of way fence of said Papoose Creek Road
thence along said North right of way fence S.76°40'W., 137.2 feet
thence along said fence S.89°20'W., 68.9 feet
thence along said fence N.43°34'W., 106.9 feet
thence along said fence S.86°28'W., 175.1 feet to Corner No. 1, the Point of Beginning.

All the foregoing bearings are based upon solar observations.

DEPOSIT TICKET & RECEIPT
IDAHO COUNTY TITLE CO., INC.

TRUST ACCOUNT
319 W. Main 983-2662
GRANGEVILLE, ID 83530

**First
Security**
Bank of Idaho
NATIONAL ASSOCIATION

DATE _____ 19 _____
CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE
TERMS AND CONDITIONS OF THIS INSTITUTION'S COLLECTION AGREEMENT

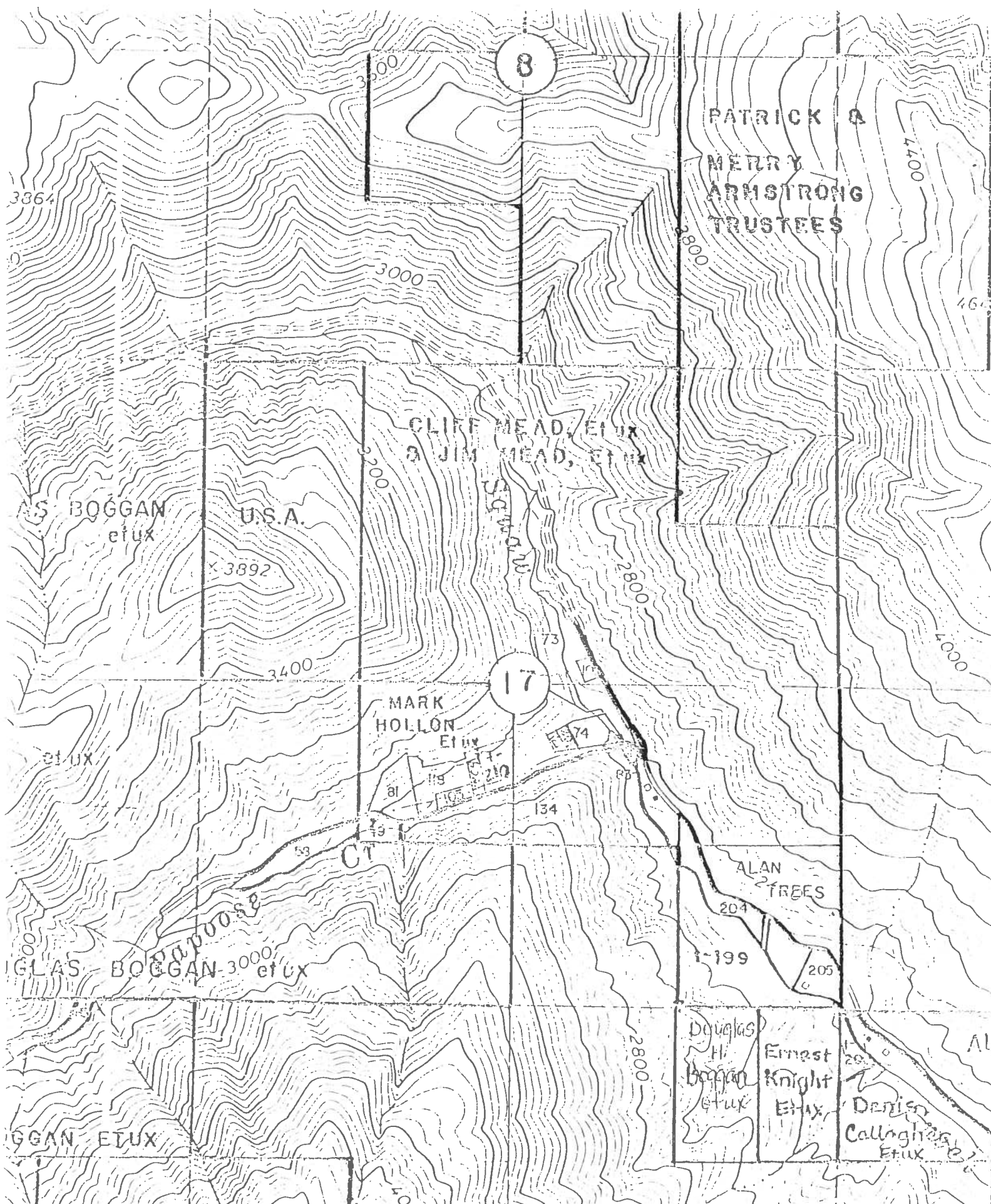
3194 92-6
1241

GRANGEVILLE OFFICE
P.O. BOX 10
GRANGEVILLE, IDAHO 83530

Received from Doug Dennis & Company, Inc.
for Buyside Ranch Escrow No. 96-192
Countersigned [Signature]

CASH		
CHECKS	92-155/1241	2584
TOTAL		2584

⑈ 124100064⑈020 00378 36⑈



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: A78-07215
Date Received: 5/26/1988
Receipt No: W000245

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JAMES ALBERT AMELL 208-628-3626
Address: P.O. BOX 394
RIGGINS, ID 83549

2. Date of Priority: APR 07, 1982

3. Source: PAPOOSE CREEK Trib. to: SQUAW CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
24N	01E	17	NE	SW			IDAHO

5. Description of diverting works:
CHECK DAM, 1.5 HP PUMP, SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.050		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
24N	01E	17	NE	SW		IRR	1.8

Section Acres 1.8

Total Acres 1.8

A78-07215

Page 1

Date: 05/26/88

MICROFILMED

OCT 05 1988

11. Place of use in counties: IDAHO

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: PERMIT
Water Right Number:

16. Signature(s) James A. Amell

(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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

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): James A. Amell Date: 5-26-88
Date:

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 26 day
of May 19 88 Brad E. Dingee
Notary Public

Seal

Residing at Boise
My Commission Expires 8-9-93

78-7215
T-24-RIF
Sec-17

