

Idaho Dept. of Water Resources
322 E. Front St., Boise ID
August 25, 2006

To: file 73-12035, 73-12036
From: Roxanne Brown
Subject: change of source for 73-12035

These claims represent a split of statutory claim 73-4105. Mr. Chewning (73-12036) states, in a letter dated 2/16/2005, that Mr. Coleman (73-12035) has abandoned the subject springs under an agreement that he transfer his point of diversion to a pump in the Pahsimeroi River.

Mr. Coleman filed two transfers in 1995. Transfer #4753 for claim 73-4104 was approved in 1998 for irrigation from the Pahsimeroi River of land south and west of the river.

The transfer for land under 73-4106 was withdrawn. No transfer has been completed for the land under 73-12035, the subject of the agreement between Mr. Coleman and Mr. Chewning.

Jim Martiny inspected Mr. Coleman's property in 2005 and found it irrigated by a pump in the Pahsimeroi River. It would appear Mr. Coleman must complete the necessary transfer to honor his agreement with Mr. Chewning.

The claim is being recommended to represent the use of water from the original source at the time of the commencement of the SRBA. Mr. Coleman must file a transfer to correct his point of diversion and source. If the claim was disallowed at this point, Mr. Coleman would have nothing to transfer.

RECEIVED
FEB 15 2005
DEPARTMENT OF
WATER RESOURCES

02-09-05

Robert W. Chewning
139 Pahsimeroi Road
Ellis, Idaho 83235

ref: Water Right Claims

A 73 - 04105

A 73 - 04106

Telephone call 02-08-05

Roxanne Brown
Sr. Water Resources Agent
State of Idaho Department
of Water Resources
322 East Front Street
P.O. Box 83720
Boise, Idaho 83720 - 0098

Dear Ms. Brown,

Not long after my wife and I purchased the property irrigated by the above two claims from Starr and Gloria Coleman, I contacted Robert E. Foster, Sr. Water Resources Agent Water Distribution in Salmon, concerning changing Water Right Claim A 73-04105. He told me that I should file a "New Pproperty Owner Notice of Change of Water Right Ownership" with him. This I did on 11-16-1996 and a copy of the correspondance is included as Enclosure One to this letter. Please note that the spring referred to in my letter to Mr. Foster in paragraph 2 of Addendum #1 to the Agreement to Purchase is the springs we subsequently filed upon as 73-11960. These springs, from the point where they enter the irrigation ditch, flow south toward the pond, point of origin, referenced in Water Right Claim A 73-04105 (increasing the water available in that claim), and flow north toward the Coleman's property north of the fish hatchery (this is the entire source of water in the irrigation ditch going to Coleman's property). From the time of purchase of the property from the Coleman's, Mr. Coleman has not tried to use the water originating from our pond, but he does use water from these springs. I do not know if he has every filed a claim on these springs.

Several years passed and we had not heard anything about our "Notoce of Change of Water Right Ownership" concerning A 73-04105. We were told that it had been forwarded to Idaho Falls, but could not find anyone there who had seen it. I eventually made telephone contact with Allen B. Ruberry, Sr. Water Resource Agent Adjudication Bureau. He was helpful and sent me a letter dated 30 March 2001 with several attachments. A copy is included as Enclosure Two to this letter.

Needless to say, I was disappointed that no record of our attempt to change ownership was included in our file.

Before I could meet with Mr. Ruberry, my neighbor across the river, Sydney Downton, opened up a diversion to the Pahsimeroi River that had been collapsed for some years. The Department of Fish and Game was preparing to install a fish screen that was going to involve our property purchased from the Colemans. See Enclosure Three. I decided it was time to also file a "Notice of Change in Water Right Ownership" for the water right claim A 73-04106 that the Coleman's had made on this diversion.

I met with Mr. Ruberry in his office in Idaho Falls on 27 November 2001. I gave him a "State of Idaho Department of Water Resources Notice of Change of Water Right Ownership" for A 73-04105 and A 73 - 04106 with supporting attachments at that time. See Enclosure Four ("The Real Estate Purchase and Sale Agreement and Receipt of Earnest Money" attached to the "Notice of Change of Water Right Ownership" can be seen in Enclosure One). While meeting with Mr. Ruberry Water Right Claim A 73-11960 was drawn up and submitted. See Enclosure Five.

When I left Mr. Ruberry I had agreed to research and forward records which would support the Dates of Priority on claims A 73-04105, A 73-04106 and A 73-11960. He had also requested a copy of the Court Order is Case No. CV-94-229 which relates to Claim A 73-04105. I subsequently sent him a letter dated 22 December 2001 with Affidavits signed by Jack B. Furey, a long time resident of the Pahsimeroi Valley, concerning claims Nos. A 73-0415 and A 73-0416. I also sent him a copy of page 289, "Book A. of Water Rights" found in the Lemhi Courthouse with a signature of Boise Ellis in 1886 claiming water from a stream and irrigation ditch in the Pahsimeroi Valley. At that time I believed it related to waters and ditch in claim A 73-0415. I have subsequently found that it actually relates to my claims 73-4080 and 73-4079. The Boise Ellis who signed the "Book A. of Water Rights" in 1886 was the father of Boise H. Ellis, who with his wife Mary H, first purchased property in 1924 that would have been irrigated by the ditch in A 73-0415. He was the father of Dick H. Coleman and grandfather of Starr Coleman who first filed A 73-0415. Boise H. Ellis purchased the property in 1934 that was irrigated by the water in both claims A 73-0415 and A 73-0416. Starr Coleman had said in the court proceedings in Court Case No. CV-94-229 that the pond and ditch in A 73-0415 predated his grandfather. See Enclosure Six.

We do appreciate your assistance in this matter. It seems that the "Change of Water Right Ownership" for claims A 73-04105 and A 73-04106 have been in the process far too long. If there are additional supporting records needed, please let me know.

Sincerely,

Robert W. Chewning



ROBERT W. CHEWNING
HC 62, BOX 1008
ELLIS, IDAHO 83235
(208) 876-4291
11-16-96

Mr. Robert E. Foster
Idaho Dept. of Water Resources
206 Van Dreff, Suite B,
Salmon, Idaho 83467

RECEIVED
FEB 15 2005
DEPARTMENT OF
WATER RESOURCES

Dear Mr. Foster,

Enclosed is our New Property Owner
Notice of Change of Water Right Ownership form
with supporting documentation for the property
we purchased from Mr. & Mrs. Stan W. Coleman.
I am sorry that the Agreement to Purchase
is such a poor copy. However, Lyn Stevenson of
Salmon River Realty (208-879-2225) has the
original if any changes need to be made. I
have sent a signed copy of the Notice of
Change of Water Right Ownership to Mr. Stan
Coleman. Please note that paragraph 2 of
Addendum #1 to the Agreement to Purchase refers
to a spring on the property itself for which there
apparently has never been a claim to water filed.
Thank you for your assistance in this matter.

Sincerely,
Robert W. Chewning

Split/Overlap Analysis – Water Right No. 73-4105/73-4106

[illegible]

73-4105 (Coleman)

73-12035 (Coleman)

73-12036 (Chewning)

73-4106 (Coleman)
↓
73-4106 (Chewning)

Right No.	Rate of Diversion	Irrigated acres	Rec. Diversion (cfs)
13-4105	2.0	30.0	0.066...
13-12035		30.0	1.33
13-12036		10.0	0.67



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: 10-16-96

LEGAL DESCRIPTION OF PROPERTY: Township 16 NORTH Range 20 EAST
Section 36, NE 1/4 of NE 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: A73-04105

☐ Name and Address of Former Owner/Claimant(s)(Seller): STARR W. COLEMAN
HC 62, BOX 1002
ELLIS, IDAHO 83235

☐ New Owner/Claimant (Purchaser): ROBERT W. & VIRGINIA H. CHEWNING

☐ New Mailing Address: HC 62, BOX 1008
ELLIS, IDAHO 83235

☐ New Telephone Number: (208) 876-4291

☐ 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:
ALL WATER CLAIMED UNDER WATER RIGHT NUMBER A73-04105 EXCEPT 30"

(270 GPM) WHICH THE FORMER OWNER WILL FILE TO TRANSFER FROM ITS CURRENT POINT OF DIVERSION (16N, 20E, 36, NE 1/4, SE 1/4 NE 1/4) TO A NEW POINT DOWNSTREAM FOR HIS PROPERTY 16N, 20E, 12S, SE 1/4, NW 1/4. THIS WILL LEAVE 70" WITH THE PROPERTY SOLD AND DESCRIBED ABOVE.

☐ Attach proof of ownership, describe proof attached: REAL ESTATE PURCHASE AND SALE AGREEMENT WITH ADDENDUM #1 SIGNED BY STARR W. & VIRGINIA J. COLEMAN DATED 8-25-96. WR # A73-04105 DEEDS FILED IN 16N, 20E, 36, NE 1/4, SE 1/4 NE 1/4 AS # 5231439 & 5212224
(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) Robert W. Chewning Date 11-16-96

Virginia H. Chewning Date 11-16-96

☐ 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

Robert W. Downing
139 Palmsimeroi Rd. J
Ellis, Idaho 83235
(208) 876-4291

22 December 2001

Allen B. Ruberry
Sr. Water Resource Agent
Department of Water Resources
900 North Skyline Dr., Suite A
Idaho Falls, Idaho 83402-1718

RECEIVED

JAN 01 2002

Department of Water Resources
Eastern Region

Dear Allen Ruberry,

I greatly appreciated your assistance with our application for Change in Water Right Ownership relative to Claims Nos A73-04105 & A73-0416 as well as our new claim No. 73-11960.

With regard to your request for a copy of the Court Order in Case No. CV-94-229 which relates to Claim No. A73-04105, a copy is inclosed.

With regard to your request for evidence of June 1, 1882 Priority Dates for the above claims, I have enclosed a copy of page 289, Book A. of Water Rights found in the Lemhi Courthouse. The book has long since been discontinued, but the top entry signed by Boise Ellis in 1886 appears to address the pond, springs, stream and irrigation ditch associated with Claims A73-04105 & 73-11960. The stream description and irrigation ditch in Lemhi County fit the stream and ditch currently starting at the pond. I am in Virginia for the holiday season, but will return to the Lemhi Courthouse for a copy of Deed Book

by Boise Elli at the time (1880) the water right claim was made. I will forward this to you once I have found the record and made a copy.

And last, with regard to the Affidavits concerning Claims Nos. A73-0415 & A73-0416, I am forwarding two signed by Jack B. Furey, a long time resident of the Pahsimeroi Valley.

Once again, I thank you for your assistance in this matter.

Sincerely,
Bob Channing

CRAIG MARCUS
MARCUS, MERRICK & MONTGOMERY
Attorneys at Law
737 North 7th Street
Boise, Idaho 83702
Telephone: (208) 342-3563

JOHN S. McKINNEY
Attorney at Law
1015 Main Street
P.O. Box 1442
Salmon, Idaho 83467
Telephone: (208) 756-4287
Attorneys for Plaintiff

FILED IN CHAMBERS AT BLACKFOOT,
BINGHAM COUNTY, IDAHO.

May 1 1995 AT
4:21 PM.

[Signature]
JAMES C. HERNDON
District Judge

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

ROBERT CHEWNING and VIRGINIA H.
CHEWNING, husband and wife,

Plaintiff,

vs.

STAR COLEMAN,

Defendant.

Case No. CV-94-229

ORDER

The above matter having come on duly for hearing before the above entitled court
March 28, 1995 and the parties having appeared in person and by their counsel of record and
having stipulated in open court to a resolution of the issues pending between them and the court
being fully advised in the premises,

NOW, THEREFORE, pursuant to Stipulation of the parties in open court, IT IS
HEREBY ORDERED AND THIS DOES ORDER AS FOLLOWS:

1. Sherl Chapman shall design and oversee the installation of a replacement headgate at the inlet to the ditch flowing from the pond on Plaintiffs' property, which ditch flows from Plaintiffs' property onto Defendants' property, together with the dam on the pond on the Plaintiffs' property, at Plaintiffs' cost.
2. During the irrigation season, the level of the water in the pond shall remain sufficiently high so that there is available in said ditch at the parties' mutual property line a quantity of water sufficient to satisfy the water right claim filed by Defendant with the Department of Water Resources in the Snake River Adjudication proceedings of 2.0 cfs and to satisfy in the future such water right as may be granted as a result of Defendants' said water right claim.
3. In the event of a dispute between the parties concerning whether the water level in said pond is adequate and complies with the parties' stipulation and this Order, the aggrieved party is hereby ordered not to use self help to resolve the dispute but is ordered to contact his attorney so that an effort can be made to negotiate settlement of the dispute between the parties' attorneys and if they are unable to resolve the dispute, either party may then petition to have the court resolve the dispute.
4. Defendant or his agent shall have the right to go onto the Plaintiffs' property along said ditch for the purpose of adjusting the headgate which is located at the inlet from the pond to the ditch, and to clean and maintain said ditch between the hours of 7:00 o'clock a.m. and 10:00 o'clock p.m. Otherwise, Defendant and his agents shall not go onto Plaintiffs' property without Plaintiffs' permission.

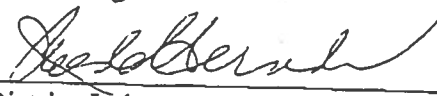
5. Sherl Chapman may cause the bridge culvert, which is now located in the ditch below the pond on Plaintiffs' property, to be removed from the ditch, and if either of the parties desire to do so, they may construct a structure over the ditch which will act as a bridge across the ditch.

6. Either party may petition the court to modify the terms hereof.

7. The parties and all persons acting on behalf of a party with knowledge of this Order are hereby ordered to comply with the terms and provisions contained herein and are hereby enjoined from committing any act which is in violation of a term or provision contained herein. A violation of any term or provision contained in this Order by either party or by any person acting on behalf of a party with knowledge of this Order shall constitute a contempt of this court.

8. Neither the parties' said stipulation nor this Order addresses the issue of whether the Defendant has a water right to water from the pond on Plaintiffs' property or the amount thereof.

Dated this 1st day of May, 1995.



District Judge

4:21 pm

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a full, true and correct copy of the foregoing ORDER was mailed by first class mail with prepaid postage and/or hand delivered and/or sent by facsimile this 2nd day of May, 1995, to:

Jordan P. Smith, Esq.; 807 Main Street; Salmon, Idaho 83467

Craig Marcus, Esq.; 737 North 7th Street; Boise, Idaho 83702

John S. McKinney, Esq.; P. O. Box 1442; Salmon, Idaho 83467

ALBERTA WIEDERRICK, Clerk

(S E A L)

By

Leah Jones Kerrington
Deputy Clerk

Notice is hereby given that we the undersigned have this day located and
 claim five hundred (500) inches of the Water of Trout Creek, to be taken
 out at a point ^{cutting} about one half-mile from the Confluence of said Creek
 with the Paksamier in Lemhi County Idaho Territory, and to be
 conveyed by ditch of sufficient capacity to our respective Ranches
 for Agricultural and other purposes,
 March 1st 1886,

Boise Ellis,

William Weller

James M. Shoop,

Filed for record in this Office this 2nd day of March A.D. 1886 at 9
 A.M., and duly recorded in Book A, of Water Rights page 289,
 John Hogan,
 County Recorder,

Notice, I the undersigned have on this 20th day of February A.D. 1886
 located and claimed 500 inches of Water to be taken out of Spring
 Creek at this point, being about $\frac{1}{2}$ one half-mile south of
 Falls and O'Keils House, said Water to be taken used for
 irrigating Milling and Agricultural purposes, and to be con-
 ducted in a ditch of sufficient capacity to carry the same
 on to land claimed by the undersigned about $\frac{1}{2}$ one and
 one half miles below where said Water is diverted
 into Paksamier Valley

February 20th 1886

James Hooper

Filed for record in this Office this 26th day of February A.D.
 1886, at 10, A.M. and recorded in Book A, of Water Rights

John Hogan
 Co. Recorder,

Notice, We the undersigned have this day located five hundred
 (500) inches of the Water of Trout Creek, to be taken out at a point about one half-mile from the Confluence of said Creek with the Paksamier in Lemhi County Idaho Territory, and to be conveyed by ditch of sufficient capacity to our respective Ranches for Agricultural and other purposes,
 March 1st 1886,

JAMES R. BENNETTS
Attorney at Law
P. O. Box 36
Challis, Idaho 83226
Phone: 208/879-4488
Fax: 208/879-4248

AFFIDAVIT OF JACK B. FUREY
Water Use
Water Right A73-04105

STATE OF IDAHO)
 ss:
County of Custer)

First being sworn and deposed, the undersigned states as follows:

1. Being of the age of majority and I believe that I have sound recollection. Also, I can state that I have reviewed the above water claim.
2. I have lived in the Pahsimeroi Valley for the greater part of my lifetime and am very familiar with the lands surrounding the point of diversion and place of use described in the referenced water right or claim. As a matter of fact, my mother and father once owned the lands underlying the point of diversion noted in the described water right and I have owned adjacent lands since 1948.
3. My first definite recollection of the water use covered by this right stems from the time that my older brother, Sherm, and I were delivering sacked oats to a neighboring ranch in September of 1945. I recall that our attention was attracted to the pond from which the water described in the water claim was being diverted. Our primary interest at that time was the bird life and other amenities of the pond, however, I recall observing the weathered headgate which was used to raise the level of the pond, and thereby divert the water into a ditch through which the water flowed on downstream to property then owned and irrigated by Boise Ellis. I specifically recall that the lands being irrigated at that time were much the same as described in the claim. Therefore, I can state, as a fact, that the described diversion was in use in 1945 and that the waters were being used to beneficially irrigate the lands described as the place of use within the claim at that time. My recollection is very clear on this point, however, it is my belief and therefore my best opinion based upon my observation of the diversion facilities (specifically the old weathered headgate) and the ditch with well sodded banks as well as the nature of the fields being irrigated, that the facilities and the irrigation system and the resulting beneficial use predated my direct observations by many years.
4. More specifically, I note that the diversion and place of use referred to herein are located on the East side of the Pahsimeroi River in Lemhi County, Idaho.

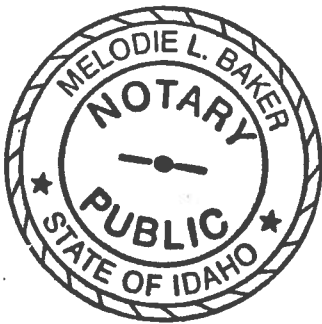
IN WITNESS WHEREOF, the party hereto has hereunto set his hand and seal the day and year first above written.

Dated: Nov. 3, 2001

Jack B. Furey
Jack B. Furey

On this 3rd day of December, 2001, before me, a Notary Public in and for said State, personally appeared Jack B. Furey, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



Melodie L. Baker
Notary Public
My Commission Expires on 10/23/06

JAMES R. BENNETTS
Attorney at Law
P. O. Box 36
Challis, Idaho 83226
Phone: 208/879-4488
Fax: 208/879-4248

AFFIDAVIT OF JACK B. FUREY
Water Use
Water Right A73-04106

STATE OF IDAHO)
 ss:
County of Custer)

First being sworn and deposed, the undersigned states as follows:

1. Being of the age of majority and I believe that I have sound recollection. Also, I can state that I have reviewed the above water claim.
2. I have lived in the Pahsimeroi Valley for the greater part of my lifetime and am very familiar with the lands surrounding the point of diversion and place of use described in the referenced water right or claim. As a matter of fact, my mother and father once owned lands across the river from the point of diversion noted in the described water right and I have owned adjacent lands since 1948.
3. My first recollection of observing the point of diversion on this described water right occurred in October of 1948. At that time I was in the process of purchasing the surrounding lands and a neighbor, Boise Ellis, who owned the lands at the place of use described within the above right, asked me to go to look at the diversion facilities. He explained that he and I would be sharing water from the ditch and therefore the burden of maintenance of the ditch and diversion facility would be partially mine. I remember seeing a headgate at the ditch head and a log suspended on a cable which was let out into the river at the upstream end to divert water toward the headgate during periods of use and which was swung back against the bank when water was not being used. In short, these facilities had the appearance (as did the ditch and the fields at the place of use) of being quite old. I know that the diversion and ditch (and water) were being used beneficially in the late season of 1948, but it is my best belief that use predated 1948 by many years.
4. More specifically, I note that the diversion and place of use referred to herein are located on the West side of the Pahsimeroi River in Custer County, Idaho.

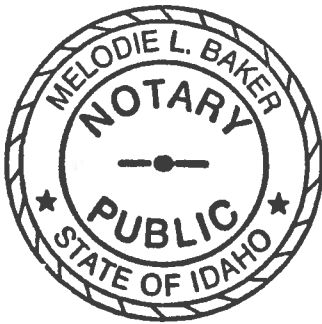
IN WITNESS WHEREOF, the party hereto has hereunto set his hand and seal the day and year first above written.

Dated: Nov. 3, 2001

Jack B. Furey
Jack B. Furey

On this 3rd day of December, 2001, before me, a Notary Public in and for said State, personally appeared Jack B. Furey, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



Melodie L. Baker
Notary Public
My Commission Expires on 10/23/06



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

GT
11-27-96
RECEIVED
OCT 19 2004
DEPARTMENT OF
WATER RESOURCES

DATE OF CLOSING: 10-16-96

LEGAL DESCRIPTION OF PROPERTY: Township 16 NORTH Range 20 EAST

Section 36, NE 1/4 of NE 1/4 of 1/4 Govt. 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: A73-04105
Department of Water Resources
Eastern Region

[] Name and Address of Former Owner/Claimant(s)(Seller): STARR W. COLEMAN

HC 62, BOX 1002

ELLIS, IDAHO 83235

[] New Owner/Claimant (Purchaser): ROBERT W. & VIRGINIA H. CHEWNING

[] New Mailing Address: HC 62, BOX 1008

ELLIS, IDAHO 83235

[] New Telephone Number: (208) 876-4291

[] 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:

ALL WATER CLAIMED UNDER WATER RIGHT NUMBER A73-04105 EXCEPT 30"

(270 GPM) WHICH THE FORMER OWNER WILL FILE TO TRANSFER FROM ITS CURRENT

POINT OF DIVERSION (16N, 20E, 36, NE4, SE4, NE4) TO A NEW POINT DOWNSTREAM
FOR THIS PROPERTY 16N, 20E, 25, SE4, NW4. THIS WILL LEAVE 70" WITH THE PROPERTY
OLD AND DESCRIBED ABOVE.

[] Attach proof of ownership, describe proof attached: REAL ESTATE PURCHASE AND SALE AGREEMENT WITH ADDENDUM #
SIGNED BY STARR W. & GLORIA J. COLEMAN DATED 8-25-96. WARRANTY
DEEDS FILED IN LEWIS COUNTY COURTHOUSE 10-16-96 AS # 5231459 5212224

(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): Robert W. Chewning Date 11-16-96

Virginia H. Chewning Date 11-16-96

[] Signature of Former Owner/Claimant(s): [Signature] 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

ROBERT W. CHEWNING
HC 62, BOX 1008
ELLIS, IDAHO 83235
(208) 876-4291
11-16-96

Mr. Robert E. Foster
Idaho Dept. of Water Resources
206 Van Dreff, Suite B,
Salmon, Idaho 83467

Dear Mr. Foster,

Enclosed is our New Property Owner
Notice of Change of Water Right Ownership form
with supporting documentation for the property
we purchased from Mr. & Mrs. Starr W. Coleman.
I am sorry that the Agreement to Purchase
is such a poor copy. However, Lyn Stevenson of
Salmon River Realty (208-879-2225) has the
original if any changes need to be made. I
have sent a signed copy of the Notice of
Change of Water Right Ownership to Mr. Starr
Coleman. Please note that paragraph 2 of
Addendum #1 to the Agreement to Purchase refers
to a spring on the property itself for which there
apparently has never been a claim to water filed.
Thank you for your assistance in this matter.

Sincerely,
Robert W. Chewning

SD-0601-2	Last Name: CHEWNING		STATE				
S	First	O	Water	Priority		Total	Use
E	Name	W	Right No.	Date	Source	Diversion	Code Desc
L		N					
-	CHEWNING	-	-	-	-	-	-
-	ROBERT W	C	A73-04079	04/01/1870	SPRING	0.200	01 IRR
-	VIRGINIA H	C	A73-04079	04/01/1870	SPRING	0.200	01 IRR
-	ROBERT W	C	A73-04080	04/01/1870	PAHSIMEROI	2.020	01 IRR
-							04 STOCK
-	VIRGINIA H	C	A73-04080	04/01/1870	PAHSIMEROI	2.020	01 IRR
-							04 STOCK
-	ROBERT W	C	A73-10096	01/01/1966	GROUNDWATER	0.040	43 DOMEST
-	VIRGINIA H	C	A73-10096	01/01/1966	GROUNDWATER	0.040	43 DOMEST
-	ROBERT W	C	A73-10097	04/01/1870	SPRINGS	0.040	04 STOCK
-	VIRGINIA H	C	A73-10097	04/01/1870	SPRINGS	0.040	04 STOCK
-	ROBERT W	C	R73-10096	01/01/1966	GROUNDWATER	0.040	43 DOMEST
-	VIRGINIA H	C	R73-10096	01/01/1966	GROUNDWATER	0.040	43 DOMEST
-	ROBERT W	C	A73-07029	06/02/1975	PAHSIMEROI	0.380	01 IRR
-							04 STOCK
-	VIRGINIA H	C	A73-07029	06/02/1975	PAHSIMEROI	0.380	01 IRR

(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

13 35 5.1 5 1/2 NE

CRAIG MARCUS
MARCUS, MERRICK & MONTGOMERY
Attorneys at Law
737 North 7th Street
Boise, Idaho 83702
Telephone: (208) 342-3563

JOHN S. MCKINNEY
Attorney at Law
1015 Main Street
P.O. Box 1442
Salmon, Idaho 83467
Telephone: (208) 756-4287
Attorneys for Plaintiff

FILED IN CHAMBERS AT BLACKFOOT,
BINGHAM COUNTY, IDAHO.

May 1 1995 AT
4:21 PM.

[Signature]
JAMES C. HERNDON
District Judge

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF LEMHI

ROBERT CHEWNING and VIRGINIA H.
CHEWNING, husband and wife,

Plaintiff,

vs.

STAR COLEMAN,

Defendant.

Case No. CV-94-229

ORDER

The above matter having come on duly for hearing before the above entitled court
March 28, 1995 and the parties having appeared in person and by their counsel of record and
having stipulated in open court to a resolution of the issues pending between them and the court
being fully advised in the premises,

NOW, THEREFORE, pursuant to Stipulation of the parties in open court, IT IS
HEREBY ORDERED AND THIS DOES ORDER AS FOLLOWS:

1. Sherl Chapman shall design and oversee the installation of a replacement headgate at the inlet to the ditch flowing from the pond on Plaintiffs' property, which ditch flows from Plaintiffs' property onto Defendants' property, together with the dam on the pond on the Plaintiffs' property, at Plaintiffs' cost.
2. During the irrigation season, the level of the water in the pond shall remain sufficiently high so that there is available in said ditch at the parties' mutual property line a quantity of water sufficient to satisfy the water right claim filed by Defendant with the Department of Water Resources in the Snake River Adjudication proceedings of 2.0 cfs and to satisfy in the future such water right as may be granted as a result of Defendants' said water right claim.
3. In the event of a dispute between the parties concerning whether the water level in said pond is adequate and complies with the parties' stipulation and this Order, the aggrieved party is hereby ordered not to use self help to resolve the dispute but is ordered to contact his attorney so that an effort can be made to negotiate settlement of the dispute between the parties' attorneys and if they are unable to resolve the dispute, either party may then petition to have the court resolve the dispute.
4. Defendant or his agent shall have the right to go onto the Plaintiffs' property along said ditch for the purpose of adjusting the headgate which is located at the inlet from the pond to the ditch, and to clean and maintain said ditch between the hours of 7:00 o'clock a.m. and 10:00 o'clock p.m. Otherwise, Defendant and his agents shall not go onto Plaintiffs' property without Plaintiffs' permission.

5. Sherl Chapman may cause the bridge culvert, which is now located in the ditch below the pond on Plaintiffs' property, to be removed from the ditch, and if either of the parties desire to do so, they may construct a structure over the ditch which will act as a bridge across the ditch.

6. Either party may petition the court to modify the terms hereof.

7. The parties and all persons acting on behalf of a party with knowledge of this Order are hereby ordered to comply with the terms and provisions contained herein and are hereby enjoined from committing any act which is in violation of a term or provision contained herein. A violation of any term or provision contained in this Order by either party or by any person acting on behalf of a party with knowledge of this Order shall constitute a contempt of this court.

8. Neither the parties' said stipulation nor this Order addresses the issue of whether the Defendant has a water right to water from the pond on Plaintiffs' property or the amount thereof.

Dated this 1st day of May, 1995.


District Judge

4:21 pm

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a full, true and correct copy of the foregoing ORDER was mailed by first class mail with prepaid postage and/or hand delivered and/or sent by facsimile this 2nd day of May, 1995, to:

Jordan P. Smith, Esq.; 807 Main Street; Salmon, Idaho 83467

Craig Marcus, Esq.; 737 North 7th Street; Boise, Idaho 83702

John S. McKinney, Esq.; P. O. Box 1442; Salmon, Idaho 83467

(S E A L)

ALBERTA WIEDERRICK, Clerk

By

Leah Jones
Deputy Clerk

Notice is hereby given that we the undersigned have this day located and claim five hundred (500) inches of the Water of Trout Creek, to be taken out at a ^{cutting} point about one half-mile from the Confluence of said Creek with the Pahsammie in Lemhi County Idaho Territory, and to be conveyed by ditch of sufficient capacity to our respective Ranches for Agricultural and other purposes,
 March 1st 1886,

✓ Boise Ellis

✓ William Weller

✓ James M. Shoop

Filed for record in this Office this 2nd day of March A.D. 1886, at 9 A.M., and duly recorded in Book A, of Water Rights page 289,
 John Hagan,
 County Recorder,

Notice, I the undersigned have on this 20th day of February A.D. 1886 located and claimed 500 inches of Water to be taken out of Spring Creek at this point, being about $\frac{1}{2}$ one half-Mile South of Falls and O'Neils House, said Water to be taken and for irrigating Milling and Agricultural purposes, and to be conducted in a ditch of sufficient capacity to carry the same on to land claimed by the undersigned about $\frac{1}{2}$ one and one half-Miles below where said Water is diverted
 said Pahsammie Valley

February 20th 1886

✓ James Hooper

Filed for record in this Office this 26th day of February A.D. 1886, at 10, A.M. and recorded in Book A, of Water Rights

John Hagan
 Co., Recorder,

Notice, We the undersigned have this day located five hundred

JAMES R. BENNETTS
Attorney at Law
P. O. Box 36
Challis, Idaho 83226
Phone: 208/879-4488
Fax: 208/879-4248

AFFIDAVIT OF JACK B. FUREY
Water Use
Water Right A73-04105

STATE OF IDAHO)
 ss:
County of Custer)

First being sworn and deposed, the undersigned states as follows:

1. Being of the age of majority and I believe that I have sound recollection. Also, I can state that I have reviewed the above water claim.
2. I have lived in the Pahsimeroi Valley for the greater part of my lifetime and am very familiar with the lands surrounding the point of diversion and place of use described in the referenced water right or claim. As a matter of fact, my mother and father once owned the lands underlying the point of diversion noted in the described water right and I have owned adjacent lands since 1948.
3. My first definite recollection of the water use covered by this right stems from the time that my older brother, Sherm, and I were delivering sacked oats to a neighboring ranch in September of 1945. I recall that our attention was attracted to the pond from which the water described in the water claim was being diverted. Our primary interest at that time was the bird life and other amenities of the pond, however, I recall observing the weathered headgate which was used to raise the level of the pond, and thereby divert the water into a ditch through which the water flowed on downstream to property then owned and irrigated by Boise Ellis. I specifically recall that the lands being irrigated at that time were much the same as described in the claim. Therefore, I can state, as a fact, that the described diversion was in use in 1945 and that the waters were being used to beneficially irrigate the lands described as the place of use within the claim at that time. My recollection is very clear on this point, however, it is my belief and therefore my best opinion based upon my observation of the diversion facilities (specifically the old weathered headgate) and the ditch with well sodded banks as well as the nature of the fields being irrigated, that the facilities and the irrigation system and the resulting beneficial use predated my direct observations by many years.
4. More specifically, I note that the diversion and place of use referred to herein are located on the East side of the Pahsimeroi River in Lemhi County, Idaho.

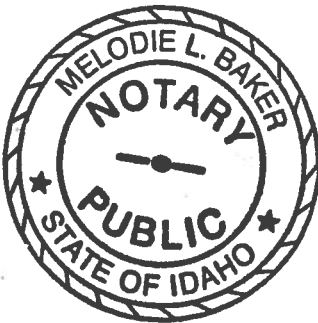
IN WITNESS WHEREOF, the party hereto has hereunto set his hand and seal the day and year first above written.

Dated: Nov. 3, 2001

Jack B. Furey
Jack B. Furey

On this 3rd day of December, 2001, before me, a Notary Public in and for said State, personally appeared Jack B. Furey, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



Melodie L. Baker
Notary Public
My Commission Expires on 10/23/06

JAMES R. BENNETTS
Attorney at Law
P. O. Box 36
Challis, Idaho 83226
Phone: 208/879-4488
Fax: 208/879-4248

AFFIDAVIT OF JACK B. FUREY
Water Use
Water Right A73-04106

STATE OF IDAHO)
 ss:
County of Custer)

First being sworn and deposed, the undersigned states as follows:

1. Being of the age of majority and I believe that I have sound recollection. Also, I can state that I have reviewed the above water claim.
2. I have lived in the Pahsimeroi Valley for the greater part of my lifetime and am very familiar with the lands surrounding the point of diversion and place of use described in the referenced water right or claim. As a matter of fact, my mother and father once owned lands across the river from the point of diversion noted in the described water right and I have owned adjacent lands since 1948.
3. My first recollection of observing the point of diversion on this described water right occurred in October of 1948. At that time I was in the process of purchasing the surrounding lands and a neighbor, Boise Ellis, who owned the lands at the place of use described within the above right, asked me to go to look at the diversion facilities. He explained that he and I would be sharing water from the ditch and therefore the burden of maintenance of the ditch and diversion facility would be partially mine. I remember seeing a headgate at the ditch head and a log suspended on a cable which was let out into the river at the upstream end to divert water toward the headgate during periods of use and which was swung back against the bank when water was not being used. In short, these facilities had the appearance (as did the ditch and the fields at the place of use) of being quite old. I know that the diversion and ditch (and water) were being used beneficially in the late season of 1948, but it is my best belief that use predated 1948 by many years.
4. More specifically, I note that the diversion and place of use referred to herein are located on the West side of the Pahsimeroi River in Custer County, Idaho.

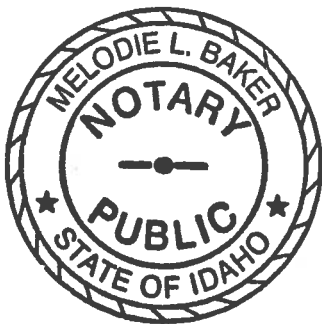
IN WITNESS WHEREOF, the party hereto has hereunto set his hand and seal the day and year first above written.

Dated: Nov. 3, 2001

Jack B. Furey
Jack B. Furey

On this 3rd day of December, 2001, before me, a Notary Public in and for said State, personally appeared Jack B. Furey, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



Melodie L. Baker
Notary Public
My Commission Expires on 10/23/06

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
A73-04105	✓				
A73-04106					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are 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(s) STARR W. COLEMAN
PAHSIMEROI RD., ELLIS, IDAHO 83235
4. New Owner/Claimant(s) ROBERT W. and/or VIRGINIA H. CHEWNING
 Name Connector (Check one): [] and, [] or, [] and/or
- New Mailing Address 139 PAHSIMEROI RD.
- City, State and ZIP Code ELLIS, IDAHO 83235
- New Telephone Number (208) 876-4291
5. Date you acquired the property 10/10/1996

50" = 450 GPM = 100
1" = 9 GPM

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number	A73-04105 SEE ATTACHED STATEMENT AND DOCUMENTS RELATING TO THIS CLAIM	
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	1.70 CFS (765 GPM)	15.52 acres
Stock	0.03 CFS (13.5 GPM)	HORSES & CATTLE
Domestic		
Other		
Total	1.73 CFS (778.5 GPM)	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable) Robert A. Chewing

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

**STATEMENT ON STATE OF IDAHO DEPARTMENT OF WATER
RESOURCES NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP
CONCERNING WATER RIGHT CLAIM NO. A73-04105**

1. Before purchasing the property described in Warranty Deeds 231459 and 212224 the buyers (Robert W. and Virginia H. Chewning) agreed to the transfer of 30" (270 GPM) of water from pond fed by Walker Spring (point of diversion claimed in A73-04105) to Coleman's property north of Fish Hatchery. Sellers (Starr W. and Gloria J. Coleman) agreed to transfer the remaining claim to the water from the pond (point of diversion claimed in A73-04105) to the property being sold (described in Warranty Deeds 231459 and 212224) . The sellers agreed to perform the transfer prior to closing. The sellers further agreed to transfer the 30" from the pond to the river and change the point of diversion downstream. The sellers signed this condition of the sale of the property identified above before a Notary Public 10/10/1996. See the attached copy of the Real Estate Purchase and Sale Agreement And Receipt For Earnest Money recorded by the Clerk of Custer County as document 0222438. This document should establish that Starr W. Coleman no longer has a claim to water from the point of diversion identified in A73-04105. In fact, since 10/10/1996 Mr. Coleman has made no attempt to obtain water from this point of diversion.

2. On June 24, 1997 Mr. Greg Taylor and Mr. Robert Foster from Idaho Department of Water Resources made a field trip in connection with Water Right Claim A73-04105 . At that time it was established that all water from the point of diversion in A73-04105 (the pond) was going to irrigation on the property described in Warranty Deed 231459. It was further established that two strong springs located to Township 16N, Range 20E, Section 36, 1/4 NW, of 1/4 NE, of 1/4 NE were feeding the irrigation ditch originating at the point of diversion in A73-04105 and extending north into T 16N, R 20E, Section 25. The water in the irrigation ditch from these springs was flowing northwest and southeast from its point of entry into the ditch and contributing to the irrigation of the property described in Warranty Deed 231459 and supplying all irrigation north of the point where they fed the irrigation ditch. To the best of my knowledge, these two springs have not been filed on as a claim for water rights. We continue to use this spring water to supplement water from the pond in irrigating our property and Mr. Coleman uses the water to irrigate a pasture of approximately 8 acres in T 16N, R 25E, Section 25, NW, SE only .


Robert W. Chewning
November 26, 2001



Red 1-2000 ft
So = 1 mile

Prof. C. CHANNING
876-4291

9th @

1/37-04/05

2/0 Sent - Ameliant

3/30/01 Mr. C. OAKES - upset that
NOTHING HAS BEEN DONE SINCE TAYLOR
AND ROSTON REVIEWED THE PROP/PROTS
ADVISED I WILL REVIEW THE
RILEY - IN MORN'G I WILL
THE NEW WM MILBROOK
TO SEE IF HE ADMIN
THE RIGHT -
SINCE 1951
TAYLOR
ON

RECEIVED

MAR 08 2005

DEPARTMENT OF
WATER RESOURCES

March 2, 2005

Robert W. Chewning
139 Pahsimeroi Road
Ellis, Idaho 83235
(208) 876-4291

Roxanne Brown
Sr. Water Resources Agent
Adjudication Bureau
Idaho Dept. of Water Resources
322 East Front Street
P.O. Box 83720
Boise, Idaho 83720 - 0098

Ref: (a) Snake River Adjudication (SRBA)
Claim to Water Right No. 73-4105

(b) Your letter dated February 16, 2005,
same subject

Dear Ms. Brown,

We thank you for your help with claims to Water Right Nos. 73-4105 & 73-4106. In your letter, reference (b), you stated that 73-4105 was split between us and Mr. Coleman. I assume that is the proper 1st step in changing this Water Right Claim, but we are greatly concerned that Mr. Coleman may be granted a legal right to the water from the point of diversion in original claim 73-4105 and now identified in claim 73-12036. We paid the Colemans a premium price for the property being irrigated by the springs/pond being diverted at Township 16 N, Range 20 E, Section 36, NE 1/4 of SE 1/4 of NE 1/4 for the purpose of eliminating any claim they had to this water. They made a written agreement to transfer 30" of the water being claimed from these springs/pond to the Pahsimeroi River and change the point of diversion downstream. The remaining water being diverted from this point of diversion was to be transferred with the property being sold. I would assume there will be an investigation of all claims prior to adjudication and expect that all claims the Coleman's may currently have on paper for this point of diversion will be made null and void. If not, expect the issue to move to a court of law immediately. As further support for our claim, Mr. Coleman has not used or attempted to use any water from the above point of diversion since the time we bought the property on 10-10-1996.

SCANNED

MAR 08 2005

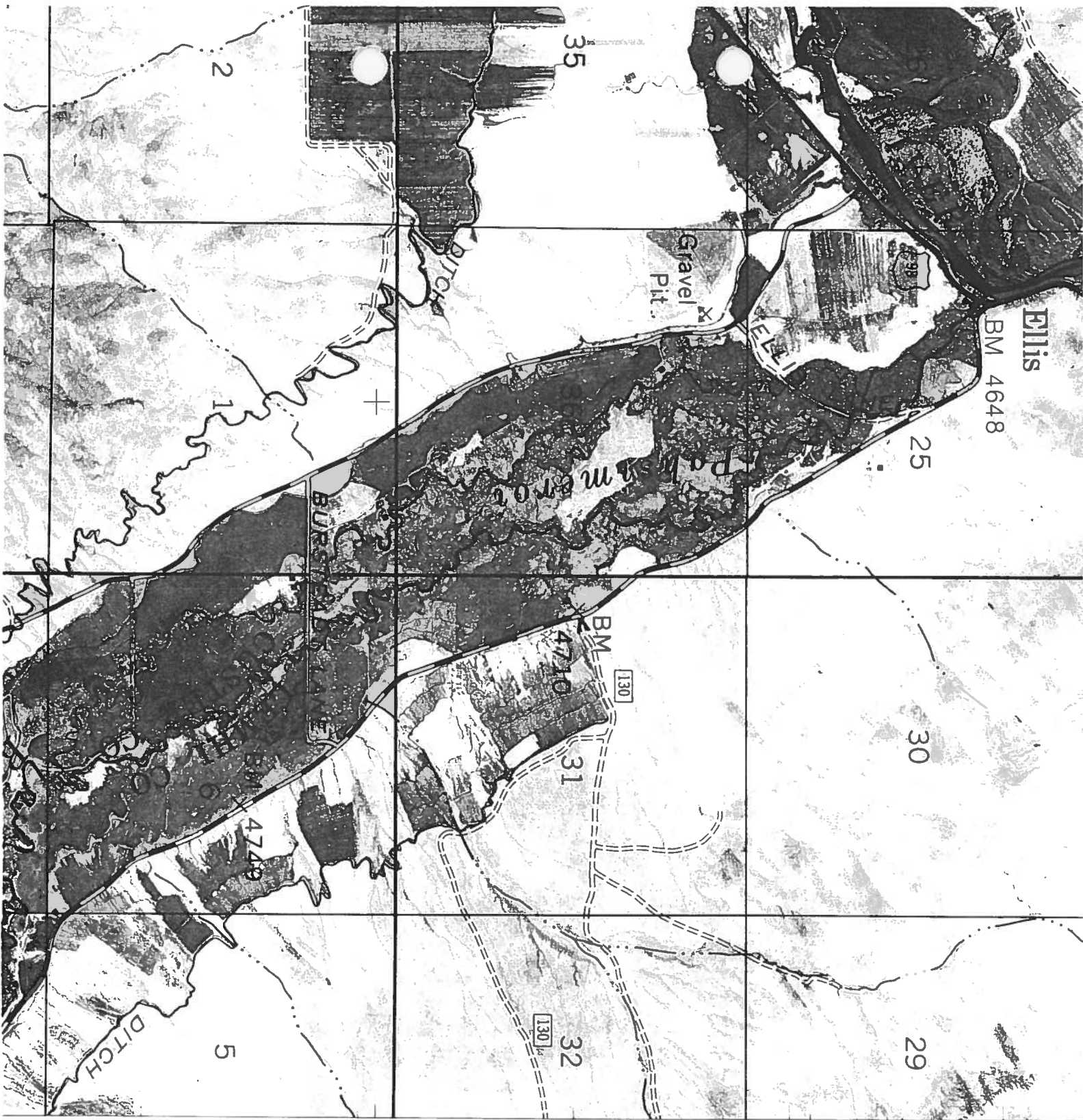
Again, I thank you for your help in this matter, It has been a long and frustrating process. We would appreciate hearing from you after you have had an opportunity to look into our concerns relative to any claim the Coleman's may have on paper relative to this sensitive point of diversion.

Sincerely,


Robert W. Chewning

SCANNED

MAR 08 2005



(MAY NW)

T 16 N
T 15 N
40'

T 16 N
T 15 N

RECEIVED

FEB 11 1999

JAMES R. BENNETTS
ATTORNEY AT LAW
P.O. Box 36
CHALLIS, IDAHO 83226-0036

Department of Water Resources
Eastern Region

FAX

(208) 879-4248

TELEPHONE
(208) 879-4488

February 10, 1999

RECEIVED
OCT 19 2004
DEPARTMENT OF
WATER RESOURCES

Ernie Carlsen
State of Idaho
Department of Water Resources
Eastern Region
900 North Skyline Drive, Suite A
Idaho Falls, Idaho 83402-7161

RE: Robert Chewning Water Rights

Dear Ernie:

I am trying to help Mr. Chewning identify the state of filings on his properties on the Pahsimeroi River upstream from Ellis.

Therefore, I would appreciate printouts on all domestic, livestock, irrigation or other filings. He owns lands within the following tracts (though not all of each subdivision is owned by him).

- a. SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 36, Township 16 North, Range 20 East, Boise Meridian, Lemhi County, Idaho
- b. NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 36, Township 16 North, Range 20 East, Boise Meridian, Lemhi County, Idaho
- c. SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 36, Township 16 North, Range 20 East, Boise Meridian, Lemhi County, Idaho
- d. NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 36, Township 16 North, Range 20 East, Boise Meridian, Lemhi and Custer Counties, Idaho (This claim may be listed under Starr Coleman, Mr. Chewning's predecessor in interest.)
- e. SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 31, Township 16 North, Range 21 East, Boise Meridian, Lemhi County, Idaho

Ernie Carlsen
February 10, 1999
Page 2

- f. SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 31, Township 16 North, Range 21 East,
Boise Meridian, Lemhi County, Idaho
- g. SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 31, Township 16 North, Range 21 East,
Boise Meridian, Lemhi County, Idaho

I also notice a filing listed on some of Mr. Chewning's files as Township 15 North, Range 21 East, Section 6, SE $\frac{1}{4}$ NE $\frac{1}{4}$, but I'm not sure this is accurate.

Your assistance would be greatly appreciated.

You may feel free to mail vs. fax as the time constraints are not pressing us on these matters.

Very truly yours,



James R. Bennetts

JRB:k

P.S. Ernie -
Needless to say the property descriptions I was given
are not in the best shape so if other rights are filed
under Robert Chewning please include them.

Thank

Robert W. Churning
139 Pahsimeroi Rd. J
Ellis, Idaho 83235
(208) 876-4291

22 December 2001

Allen B. Ruberry
Sr. Water Resource Agent
Department of Water Resources
900 North Skyline Dr., Suite A
Idaho Falls, Idaho 83402-1718

RECEIVED

JAN 01 2002

Department of Water Resources
Eastern Region

Dear Allen Ruberry,

I greatly appreciated your assistance with our application for Change in Water Right Ownership relative to Claims Nos. A73-04105 & A73-0416 as well as our new claim No. 73-11960.

With regard to your request for a copy of the Court Order in Case No. CV-94-229 which relates to Claim No. A73-04105, a copy is enclosed.

With regard to your request for evidence of June 1, 1882 Priority Dates for the above claims, I have enclosed a copy of page 289, Book A. of Water Rights found in the Lemhi Courthouse. The book has long since been discontinued, but the top entry signed by Boise Ellis in 1886 appears to address the pond, springs, stream and irrigation ditch associated with Claimers A73-04105 & 73-11960. The stream description and irrigation ditch in Lemhi County fit the stream and ditch currently starting at the pond. I am in Virginia for the holiday season, but will return to the Lemhi Courthouse for a copy of Deed Book

by Boise Ellen at the time (1890) the water right claim was made. I will forward this to you once I have found the record and made a copy.

And last, with regard to the Affidavits concerning Claims Nos. A73-0415 & A73-0416, I am forwarding two signed by Jack B. Furey, a longtime resident of the Pahsimeroi Valley.

Once again, I thank you for your assistance in this matter.

Sincerely,
Bob Churning

THIS DEED ON PLATINUM & MERCURY BOND 6758

Instrument No. 29273

This Indenture, Made this eighth day of April in the year of our Lord one thousand nine hundred and twenty-four between **Janie Steele and John W. Steele** wife and husband, of Salmon Idaho, the parties of the first part, and **Boise H. Ellis and May H. Ellis, husband and wife, of May Idaho,** the part less of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of Two hundred and No/100-----DOLLARS, lawful money of the United States of America, to have hereinafter described mortgage by the receipt whereof is hereby acknowledged, have GRANTED, BARGAINED and SOLD and by these presents do GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto the said parties of the second part, and to their heirs and assigns forever, all those certain lots, pieces or parcels of land, situate lying and being in the County of Lemhi and State of Idaho, and particularly described as follows, to wit:

All of Lot 10, of Section 24; the East half of the Northwest quarter, and the Northeast quarter of the Southwest quarter of Section 25, all in Township 16 North, Range 20 East of the Boise Meridian, containing one hundred forty-nine acres according to the Government survey thereof. Together with all water and water rights, ditches and ditch rights.

This conveyance is made subject to that certain indenture of mortgage given by Elmo Stooks and Janet Bess Stooks to the State of Idaho, under date of April 20th., 1918, in the principal amount of one thousand dollars, which said mortgage appears of record in the office of the County recorder of Lemhi County, at page 560 of Book H of Mortgages, and the grantees herein assume same as part consideration for this conveyance.

Documentary Stamps: .50; B. H. E. 4/8/24

Together with all and singular and tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all estate, right, title, interest in and to the said property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND HOLD all and singular, the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceful possession of the said part, their heirs and assigns, against the said parties of the first part and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim, the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of
Janet B. Steele [SEAL]
Janie Steele [SEAL]
John W. Steele [SEAL]

STATE OF IDAHO, } ss.
COUNTY OF LEMHI, }

On this 8th day of April, in the year 1924, before me **Erasmus R. Hall, Jr. and State** a Notary Public in and for the said County/ personally appeared **Janie Steele and John W. Steele, husband and wife,** personally known to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Erasmus R. Hall, Jr.
Notary Public
My Comm. Expires: Jan 1, 1925

Recorded at Office of Boise H. Ellis
at _____
clock P. M., April 5th, 1924, in Book 27 of Deeds, on page 89, Records of Lemhi County, Idaho.

By **Erasmus R. Hall, Jr.** County Recorder.
Deputy.

Warranty Deed

For Value Received

STARR W. COLEMAN AND GLORIA COLEMAN, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto

ROBERT W. CHEWNING AND VIRGINIA H. CHEWNING, husband and wife

whose current address is

HC 62, BOX 1008
ELLIS, ID 83235

the grantees, the following described premises, in LEMHI

County Idaho, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee's, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee's, that they're the owner's in fee simple of said premises; that they are free from all incumbrances

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

Dated: OCTOBER 10, 1996

Starr W. Coleman

STARR W. COLEMAN

Gloria Coleman

GLORIA COLEMAN

STATE OF IDAHO, COUNTY OF LEMHI
On this 10th day of OCTOBER, 1996
before me, a notary public in and for said State, personally appeared

STARR W. COLEMAN AND
GLORIA COLEMAN

known to me to be the persons whose name's are
subscribed to this within instrument, and acknowledged to me that
they executed the same.

Laurie M. Santee
Notary Public
Idaho

Residing LAURIE M. SANTEE
Comm. Expires SALMON
6-19-2001

231459

State of Idaho)
County of Lemhi) SS No. _____

This instrument was filed for record at the request
of *Alliance Title*

at 2:36 o'clock P.M. on *Oct 16* 19 *96*

and duly filmed and indexed in the records of Lemhi
County

Alberta Wiedertich
Deputy
By *Jana L. Alline* Fee
19.00

Return to *Alliance Title*

EXHIBIT "A"

A PARCEL OF LAND SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 16 NORTH, RANGE 20 EAST, BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 36; THENCE ALONG THE NORTH LINE OF SECTION 36, N. 90 DEGREES 00' 00" W., 1307.77 FEET TO AN ALUMINUM MONUMENT MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36 (EAST SIXTEENTH CORNER OF SECTIONS 25 AND 36), WHICH IS THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SECTION 36, S. 90 DEGREES 00' 00" E., 546.29 FEET TO A POINT ON A CURVE OF THE WEST RIGHT-OF-WAY LINE OF THE PAHSIMEROI ROAD [F.A.P. S-67(1)], RADIAL LINE BEARS S. 48 DEGREES 51' 51" W.; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT 125.70 FEET, DELTA 10 DEGREES 38' 57", RADIUS 676.30 FEET, CHORD BEARING AND DISTANCE S. 35 DEGREES 48' 45" E., 125.49 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID RIGHT-OF-WAY LINE S. 30 DEGREES 34' 35" E., 706.91 FEET TO A POINT OF CURVATURE, RADIAL LINE BEARS S. 59 DEGREES 24' 59" W.; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 223.81 FEET, DELTA 18 DEGREES 57' 39", RADIUS 676.30 FEET, CHORD BEARING AND DISTANCE S. 21 DEGREES 06' 12" E., 222.79 FEET TO A POINT OF TANGENCY; THENCE S. 11 DEGREES 57' 50" E., 414.68 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 36; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER N. 89 DEGREES 54' 19" W., 704.65 FEET TO THE CENTER LINE OF THE PAHSIMEROI RIVER; THENCE ALONG THE CENTER LINE OF THE PAHSIMEROI RIVER THE FOLLOWING COURSES;

THENCE N. 66 DEGREES 38' 49" W., 63.52 FEET;
THENCE N. 57 DEGREES 05' 03" W., 141.93 FEET;
THENCE N. 13 DEGREES 37' 02" W., 54.77 FEET;
THENCE N. 60 DEGREES 10' 50" E., 107.91 FEET;
THENCE N. 84 DEGREES 39' 33" E., 54.76 FEET;
THENCE S. 40 DEGREES 28' 00" E., 101.16 FEET;
THENCE N. 88 DEGREES 30' 24" E., 56.18 FEET;
THENCE N. 12 DEGREES 44' 46" E., 162.53 FEET;
THENCE N. 58 DEGREES 21' 18" E., 73.75 FEET;
THENCE N. 04 DEGREES 57' 23" E., 51.21 FEET;
THENCE N. 33 DEGREES 51' 47" W., 197.41 FEET;
THENCE N. 52 DEGREES 10' 49" E., 145.21 FEET;

THENCE N. 15 DEGREES 44' 17" W., 60.83 FEET;
THENCE N. 43 DEGREES 30' 52" W., 139.13 FEET;
THENCE S. 12 DEGREES 25' 31" W., 162.77 FEET;
THENCE S. 44 DEGREES 16' 53" W., 90.77 FEET;
THENCE S. 80 DEGREES 26' 20" W., 104.29 FEET;
THENCE N. 50 DEGREES 18' 45" W., 99.57 FEET;
THENCE N. 18 DEGREES 57' 40" E., 85.63 FEET;
THENCE N. 81 DEGREES 18' 28" E., 84.42 FEET;
THENCE N. 08 DEGREES 09' 39" W., 52.75 FEET;
THENCE N. 54 DEGREES 25' 39" W., 43.12 FEET;
THENCE N. 26 DEGREES 25' 09" W., 56.70 FEET;
THENCE N. 32 DEGREES 31' 27" E., 63.00 FEET;
THENCE S. 59 DEGREES 16' 21" E., 86.24 FEET;
THENCE N. 83 DEGREES 17' 25" E., 68.38 FEET;
THENCE N. 30 DEGREES 45' 33" W., 160.77 FEET;
THENCE N. 26 DEGREES 30' 37" E., 110.35 FEET;
THENCE N. 28 DEGREES 05' 14" W., 62.71 FEET;
THENCE N. 50 DEGREES 30' 17" W., 95.57 FEET;
THENCE S. 65 DEGREES 31' 27" W., 128.73 FEET;
THENCE N. 28 DEGREES 18' 57" W., 130.63 FEET;
THENCE S. 82 DEGREES 17' 32" W., 143.60 FEET TO THE WEST

LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 36; THENCE ALONG SAID WEST LINE OF THE NORTHEAST
QUARTER OF THE NORTHEAST QUARTER N. 00 DEGREES 09' 17" E.,
66.70 FEET TO THE POINT OF BEGINNING.

Warranty Deed 0212224

For Value Received

STARR W. COLEMAN AND GLORIA COLEMAN, husband and wife

the grantor S, do hereby grant, bargain, sell and convey unto

ROBERT W. CHEWNING AND VIRGINIA H. CHEWNING, husband and wife

whose current address is

HC 62, BOX 1008
ELLIS, ID 83235

the grantee S, the following described premises, in

CUSTER

County Idaho, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee S their heirs and assigns forever. And the said Grantor S do hereby covenant to and with the said Grantee S, that they the owner S in fee simple of said premises; that they are free from all incumbrances

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

Dated: OCTOBER 10, 1996

Starr W. Coleman
STARR W. COLEMAN

Gloria Coleman
GLORIA COLEMAN

STATE OF IDAHO, COUNTY OF LEMHI
On this 19th day of OCTOBER, 1996,
before me, a notary public in and for said State, personally appeared

STARR W. COLEMAN AND
GLORIA COLEMAN

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that
they executed the same.

Laurie M. Santee Notary Public
LAURIE M. SANTEE, Idaho
Residing at SALMON
Comm. Expires 6-19-2001

0212224
Custer County Reg. of
Alliance Title &
Escrow
Time 3:17 P.M.
10-16-1996
Ethel M. Peck, Clerk
V. J. O'Leary, Deputy
\$6.00

EXHIBIT "A"

A PARCEL OF LAND SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 16 NORTH, RANGE 20 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 36; THENCE ALONG THE NORTH LINE OF SECTION 36 N. 90 DEGREES 00' 00" W., 1307.77 FEET TO AN ALUMINUM MONUMENT MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36 (EAST SIXTEENTH CORNER OF SECTIONS 25 AND 36); THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, S. 00 DEGREES 09' 17" W., 66.70 FEET TO THE CENTER LINE OF THE PAHSIMEROI RIVER, WHICH IS THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER S. 00 DEGREES 09' 17" W., 1255.33 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NORTHEAST SIXTEENTH OF SECTION 36); THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER S. 89 DEGREES 54' 19" E., 444.42 FEET TO THE CENTER LINE OF THE PAHSIMEROI RIVER; THENCE ALONG THE CENTER LINE OF THE PAHSIMEROI RIVER THE FOLLOWING COURSES;

THENCE N. 66 DEGREES 38' 49" W., 63.52 FEET;
 THENCE N. 57 DEGREES 05' 03" W., 141.93 FEET;
 THENCE N. 13 DEGREES 37' 02" W., 54.77 FEET;
 THENCE N. 60 DEGREES 10' 50" E., 107.91 FEET;
 THENCE N. 84 DEGREES 39' 33" E., 54.76 FEET;
 THENCE S. 40 DEGREES 28' 00" E., 101.16 FEET;
 THENCE N. 88 DEGREES 30' 24" E., 56.18 FEET;
 THENCE N. 12 DEGREES 44' 46" E., 162.53 FEET;
 THENCE N. 58 DEGREES 21' 18" E., 73.75 FEET;
 THENCE N. 04 DEGREES 57' 23" E., 51.21 FEET;
 THENCE N. 33 DEGREES 51' 47" W., 197.41 FEET;
 THENCE N. 52 DEGREES 10' 49" E., 145.21 FEET;
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 THENCE N. 43 DEGREES 30' 52" W., 139.13 FEET;
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 THENCE S. 44 DEGREES 16' 53" W., 90.77 FEET;
 THENCE S. 80 DEGREES 26' 20" W., 104.29 FEET;
 THENCE N. 50 DEGREES 18' 45" W., 99.57 FEET;
 THENCE N. 18 DEGREES 57' 40" E., 85.63 FEET;
 THENCE N. 81 DEGREES 18' 28" E., 84.42 FEET;
 THENCE N. 08 DEGREES 09' 39" W., 52.75 FEET;
 THENCE N. 54 DEGREES 25' 39" W., 43.12 FEET;
 THENCE N. 26 DEGREES 25' 09" W., 56.70 FEET;
 THENCE N. 32 DEGREES 31' 27" E., 63.00 FEET;
 THENCE S. 59 DEGREES 16' 21" E., 86.24 FEET;
 THENCE N. 83 DEGREES 17' 25" E., 68.38 FEET;
 THENCE N. 30 DEGREES 45' 33" W., 160.77 FEET;
 THENCE N. 26 DEGREES 30' 37" E., 110.35 FEET;
 THENCE N. 28 DEGREES 05' 14" W., 62.71 FEET;
 THENCE N. 50 DEGREES 30' 17" W., 95.57 FEET;
 THENCE S. 65 DEGREES 31' 27" W., 128.73 FEET;
 THENCE N. 28 DEGREES 18' 57" W., 130.63 FEET;

THENCE S. 82 DEGREES 17' 32" W., 143.60 FEET TO THE POINT OF BEGINNING.

BLM

SPRINGS
(NOT CLAIMED?)

T468
H462

LEMHI
CO.

275
T470
on C26

276
T471

420
T473
on C26

CLUSTER
CO

5340
T471
17.5

20.0

13.1

31.6

11.8

13.6

10

15.9

14

1.9

10

1.3

17

1.1

19

3.4

17

1.7

36.3

1.6

20

1.2

1.1

1.1

1.1

Ellis Id

BLM

274831
T468

LEWIS
CO,

275
T470
ONC26

USTER
CO

276
T471

3631
T468

ONC26 too

42
T471
ONC



ELLIS ID

BLM

274831
T468

LEMHILL
CO

275
T40
ON C26

CASTER
CO

27016
T468

27016
T468

27016
T468

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REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
LEGALLY BINDING CONTRACT READ THE ENTIRE DOCUMENT CAREFULLY

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS ON THE REVERSE SIDE AND ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY. **FOR EARNST MONEY AND SALE AGREEMENT AND RECEIPT**

1. AGENCY DISCLOSURE. At the time of signing this document, the agent, broker, or salesperson, if any, has advised you of the following:

and the agent working with the seller represented Countdown Agency and the agent working with the buyer represented United Deal Agency. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

Listing Agency	Atlanta News-Net	MLS#
Listing Agent Name	L. T. Stevens	MLS#
Phone #	800-819-2225	

Selling Agency Smart Casting MLS# _____
Selling Agent Name _____ MLS# _____
Phone # _____

ID# 319168 Robert W. Chelmsley 4-Virginia H. Chelmsley H/W
(husband/wife) called "Buyer" agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises":
Cincinnati, Ohio.

Legally described as: Tract 115 City El Paso County El Paso ID Zip 79901
(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED ON ATTACHED PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes Seller to correct the legal description previously entered if erroneous in over this signature the correct legal description of the premises is unavailable at the time of signing, or to correct the legal description previously entered if erroneous in (incomplete) NE 1/4 Sec 36, Twp 16N, R35E, B1

2. EARNEST MONEY.

(a) Buyer hereby deposits as Earnest Money and a receipt is hereby acknowledged of Ten thousand and no dollars (\$ 10,000.00) evidenced by: _____

(b) Earned Money to be deposited in trust account upon acceptance by all parties and shall be held by Listing Broker ☐ Selling Broker ☐ Other ☐ (broker) shall hold the completely executed broker's copy of this agreement and is responsible for the closing

(c) The parties agree that _____ Title Company shall provide title policy and preliminary report of commitment and the "closing agency" for this transaction shall be _____. If a long-term escrow / collection is involved, then the escrow holder shall be _____.

3. TOTAL PURCHASE PRICE IS one hundred fifty thousand ⁴⁵/₁₀₀ DOLLARS
 (\$ 150,000) Payable as follows:

(a) \$ 150,000
(b) \$ _____

Cash at closing, including above Earnest Money (Closing costs are additional)
Balance of the purchase price (M.I.P. not included).

4. **FINANCING.** This agreement is contingent upon the Buyer receiving the following financing:

(a) New Financing. New loan balance as noted above at _____ years at _____ % per annum (if FIA or VA loan is sought, read the applicable provisions on this reverse side hereof). Buyer shall pay no more than _____ points. Any reduction in principal will first accrue to the benefit of the Lender. Seller shall assume the cost of all financing but not in excess of _____ points. All payments of approximately \$_____ monthly payments of approximately \$_____. This agreement does not require Lender to release Seller's liability type of loan held by _____.

(b) Assumption. Buyer to ASSUME and will or will not be required to qualify for an EXISTING LOAN(S) of approximately \$_____ at no more than _____ % with including P O T O I. This agreement does not require Lender to release Seller's liability

Buyer shall apply for such loan or assumption within three (3) business days after Seller's acceptance of this agreement. If an appraisal is required under Buyer's financing contingency, premises must appraise at no less than purchase price.

5. OTHER FINANCING, TERMS AND/OR CONDITIONS: *Contract 11001 has been selected.*

[illegible]

6. ITEMS SPECIFICALLY INCLUDED IN THIS SALE: (i) FIATVA financing is available upon item # 1A on reverse side. 5/11/21

Items specifically excluded in this sale
Kilmer rights pertained to 1470 Chouhays property

7. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

COSTS PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed hereon, the costs shall be paid by law or required by lender. Buyer shall purchase Seller's reserve account if loan assumption. Extended Coverage Title Policy requested ☐ National premium paid by Seller item # 21 on reverse side

If required by lender or otherwise stated herein, the below costs will be paid as indicated. Some costs subject to loan program requirements.										
Costs Paid By	Appraisal	Loan Assumpt.	Well Inspect.	Pump/Inspect Septic	Lender/Code Inspection Fee	Lender/Code Repairs	Conflict and/or Litig. Cont. Prep	Tax Service	Closing Fees	Long Term Escrow Fees
									Setup	Annual/Monthly Fees
BUYER				X	X			X		600.00/mo
N/A	X	X	X			X				
SELLER							X		X	
SHARE EQUALLY							X		X	

cost of lender or code repairs not to exceed \$ 100.00
LOSING. On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall not be later than 8:00 PM 12/13/12

10. POSSESSION. Buyer shall be entitled to possession on ☒ closing ☐ other _____, which means the date on which all documents

Only means use on which all documents are either forfeited or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis) must be paid by Buyer. Taxes shall pay for fuel in tank, amount in

1. **ACCEPTANCE.** Buyer's offer is made subject to the acceptance of Seller on or before 12:00 noon, Eastern Standard Time, on the date hereof.

Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

SIGNATURES

Date 8-20-96 Buyer ROBERT W. CHEWNING
 Buyer Robert W. Chewning
 Address AC 63, BOX 1008
 City Idaho Falls State ID Zip 83415
 Hm Ph (208) 876-4291 Bus. Ph.

On this date, I/We hereby approve and accept the aforesaid in the above agreement and agree to carry out all the terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED ☐ SEE ATTACHED SELLERS RIGHT TO
☐ SEE ATTACHED COUNTER OFFER(S) ADDENDUM CONTINUE TO MARKET BENEFITS

Date 24 Aug 76 Seller G. Lugo Siskinas
 Seller L. Lugo Siskinas

Name _____
Address _____
City _____ State _____ Zip _____
Hm. Ph. _____ Bus. Ph. _____

I hereby certify that the foregoing instrument, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this _____ day of _____, 19____.

ER _____ BUYER _____ 1-2-2016

THE PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS PAGE SHALL ALSO CONSTITUTE PART OF THE AGREEMENT OF THE PARTIES. EACH OF THE PARTIES ACKNOWLEDGES READING THIS AGREEMENT IN FULL

1/1/17

Prig. - July 2

PARTIES ACKNOWLEDGES READING THIS AGREEMENT) IN FULL

EMENT

T16 - R20
T16 - R20

24 119
25 30

19

274
467

Ellis Id

Dakota

Subject Property



15.52 A Land
LEMHI
CO.
12.20 A Land

275
T470
on C26

THIS IS AN ADDENDUM TO A PURCHASE AND SALE AGREEMENT. READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

This is an ADDENDUM to the Real estate Purchase and Sale Agreement and Receipt for Earnest Money:

Earnest Money Dated: 20 Aug 96 ID # 319168
ADDRESS: Ellis Idaho
BUYER (S) Robert & Virginia Chearning
SELLER (S) Starr & Gloria Coleman

The undersigned Parties hereby agree as follows:

1. Buyer agrees to transfer of 30" (0.76 gm) of water from pond 3 (see map) to the property north of Fresh Hatchery. Seller agrees to transfer this property to the water from the pond to the property. Buyer will be described in paragraph 1 above. Seller to perform transfer prior to closing. Seller to transfer the 30 inch from the pond to the water & change the water to the pond.

2. Seller agrees to transfer 3 (0.76 gm) from spring on property described in paragraph 1 above with property being sold. Buyer agrees to transfer a spring with property from the spring to seller property north of Fresh Hatchery.

3. Buyer & Seller agree the above statements have legal descriptions of property. Both agree that all contributions from both parties and both agree to all the above and understanding the above contributions.

Robert W. Chearning Seller April 1996
Virginia H. Chearning Gloria J. Coleman
STATE OF IDAHO, COUNTY OF LEMHI
On this 11th day of October, 1996, before me a Notary Public in and for said State, personally appeared STARR W. COLEMAN, GLORIA J. COLEMAN, ROBERT W. CHEARNING AND VIRGINIA H. CHEARNING, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same. The herein agreement, upon its execution by both parties, is made an integral part of the aforementioned Agreement.

Robert W. Chearning BUYER
Virginia H. Chearning BUYER
DATED: 8-25-96
Starr W. Coleman SELLER
Gloria J. Coleman SELLER
DATED: 8/25/96

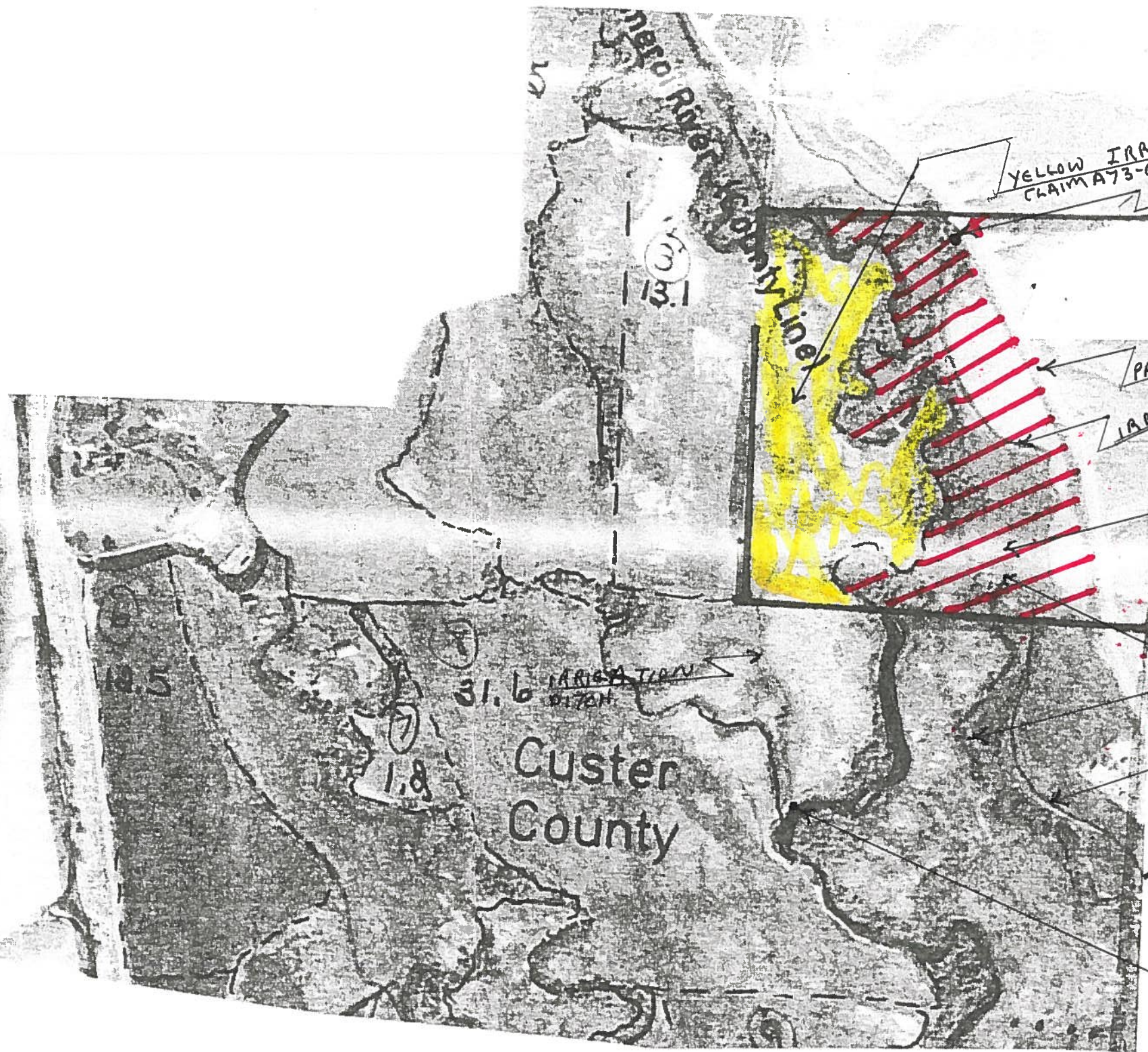
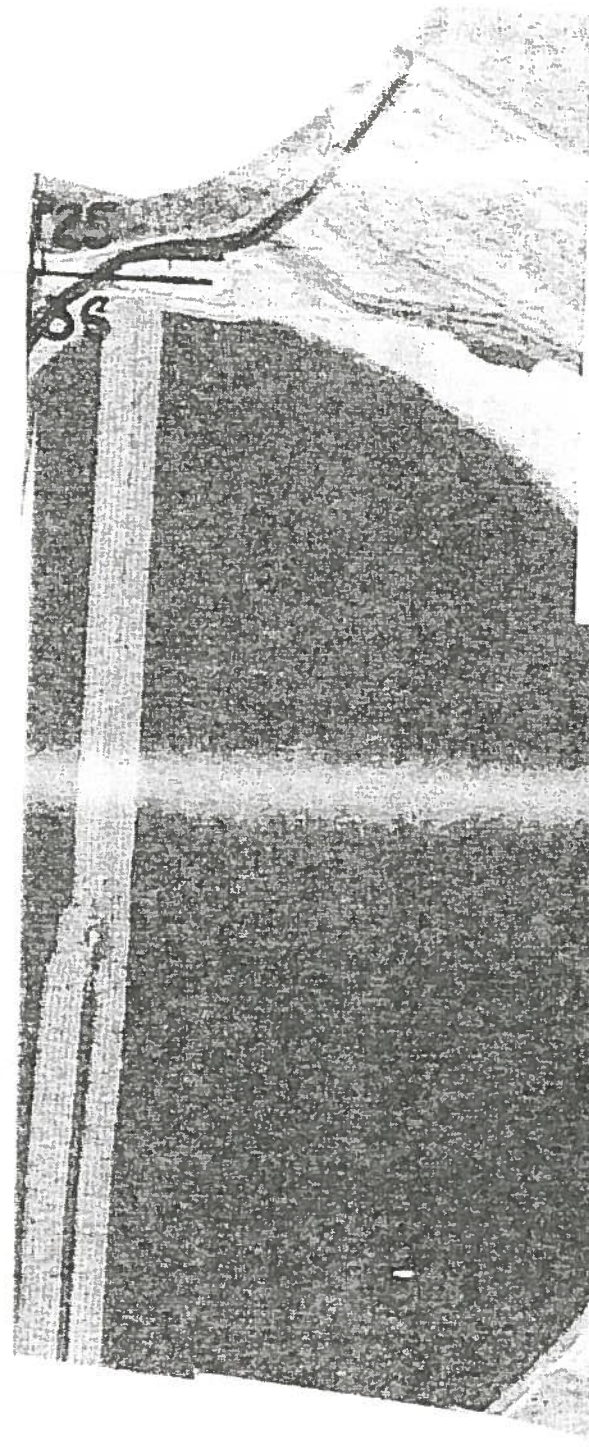
TIME: 1300 ☐ A.M. ☐ P.M. TIME: 13:10 ☐ A.M. ☐ P.M.

876-4291

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BROKER'S COPY



YELLOW IRRIGATED BY
CLAIM A73-04106

TWO SPRINGS FEEDING
IRRIGATION DITCH FLOWING
NORTHWEST & SOUTHEAST

Lemhi County

PAHSIMEROI ROAD
IRRIGATION DITCH

RED IRRIGATED BY
CLAIM A73-04105

STREAM BELOW POND
FLOWING TO RIVER

IRRIGATION DITCH

POINT OF DIVERSION
FOR CLAIM A73-04105

POINT OF DIVERSION
FOR CLAIM A73-04106

Custer County

Line

13.1

31.6

1.8

10.5

REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, DO NOT SIGN.

1. **AGENCY DISCLOSURE.** At the time of signing this agreement the agent working with the buyer represented Limited Real Agency and the agent working with the seller represented Limited Real Agency. Each party signing this document confirms that prior willful disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

previously received.

Listing Agency Salmon River Health MLS# _____

Listing Agent Name L. T. Stevens MLS# _____

Phone # 208-819-2225

Selling Agency None as Listing MLS# _____
Selling Agent Name _____ MLS# _____
Phone # _____

ID# 319168

ID# 319168 Robert W. Chering - Virginia H. Chering H/w
(hereafter called "Buyer") agrees to, "Purchas, and the undersigned Seller agrees to sell the following described real estate hereafter referred to as "promised" community home,

Legally described as: Tract 16-37-10N-33E-3A-115 County Letcher ID Zip 83235
 (A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED ON ATTACHED PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes Buyer to insert
 over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or
 incomplete). Local Section NE 4 Sec 36: 16N-33E-3A-115

2. EARNEST MONEY.

(a) Buyer hereby deposes and a receipt is hereby acknowledged of Ten thousand dollars
(\$ 10,000) evidenced by _____

☐ Cash ☒ Personal Check ☐ Cashier's Check ☐ Note Due ☐ on

(b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☐ Selling Broker ☐ Other _____ (broker) shall hold the completely executed broker's copy of this agreement and _____ responsible for the sale.

(c) The parties agree that _____ Title Company shall provide title policy and preliminary report of commitment and the "closing agency" for this transaction shall be _____. If a long-term escrow / collection is involved, then the escrow holder shall be _____.

3. TOTAL PURCHASE PRICE IS one hundred fifty thousand ⁰⁰/₁₀₀ DOLLARS
 (\$ 150,000) Payable as follows:
 (a) \$ 150,000 Cash at closing, including above Earnest Money (Closing costs are additional)
 (b) \$ 000 Balance of the purchase price (M.I.P. not included).

FINANCING. This agreement is contingent upon the Buyer securing the following financing: ☐ FHA ☐ VA ☐ CONV ☐ FHA ☐ Assumption of existing loan(s) ☐ Other.

(a) New Financing. New loan balance as noted above for a delivery of _____ years at _____ % per annum. (If FHA or VA loan is sought, read the applicable provisions on line reverse side hereof.) Buyer shall pay no more than _____ points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described financing but not to exceed _____ points. Any reduction in points shall first accrue to the benefit of the Buyer.

(b) Assumption. Buyer to ASSUME and ☐ will or ☐ will not be required to qualify for an EXISTING LOAN(S) of approximately \$ _____ Seller ☐ Divided Equally ☐ Seller ☐ Assumption of existing loan(s) ☐ Other.

monthly payments of approximately \$ _____ including ☐ P ☐ I ☐ O ☐ I. This agreement ☐ does ☐ does not require Lender to release Seller's liability Type of loan _____ held by _____ at no more than _____ % with _____

Buyer shall apply for each loan or assumption within three (3) business days after Seller's acceptance of this agreement. If an appraisal is required under Buyer's financing contingency, premises must appraise at no less than purchase price.

OTHER FINANCING, TERMS AND/OR CONDITIONS: Capital requirement upon buyer obtaining it was met by capital requirement to support the value of the available District site at over \$500,000 per acre. The District's health department is responsible for ensuring the safety of the water supply and has been issued a permit to use the water from the District.

6. ITEMS SPECIFICALLY INCLUDED IN THIS SALE: (If FIAMA financing is bought, problem # 18 on reverse side): all water rights pertaining to forest located on lot 70 (Chagwarys property)

7. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:

COSTS PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed hereunder by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption, Extended Coverage Titlo Policy requested ☐ National premium paid by _____ See item # 21 on reverse side

[illegible]

Cost of lender or code repairs not in excess of \$ 1000.00

CLOSING. On or before this closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall be no later than 08-01-17

3. **POSSESSION.** Buyer shall be entitled to possession on closing ☒ other ☐ other means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of 01/05/2019. Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

1. **ACCEPTANCE.** Buyer's offer is made subject to the acceptance of Seller on or before 12.00 o'clock midnight of 24 Aug 96. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

☐ SEE ATTACHED ADDENDUM(S)

12. SIGNATURES

Date 6-20-96 Buyer ROBERT W. CHEWNING Date 8-20-96 Buyer VIRGINIA H. CHEWNING
 Buyer Robert W. Chewning Buyer Virginia H. Chewning
 Address HC 62, BOX 9008 Address Idaho
 City Idaho State IDAHO Zip 83235
 Hm. Ph. 208-876-4291 Hm. Ph. 208-876-4291

On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER
☐ SEE ATTACHED COUNTER OFFER(S)

Date 24 Aug 96 Seller S. L. S.
Seller [Signature] Address _____
(Selling) (Buying)
Address _____ (Selling) (Buying)

☐ SEE ATTACHED ADDENDUM
☒ SEE ATTACHED SELLERS RIGHT TO CONTINUE TO MARKET PREMISES

Date 24 Aug 96 Seller G. G. S. S.
Seller [Signature] Address _____
(Selling) (Buying)
Address _____ (Selling) (Buying)

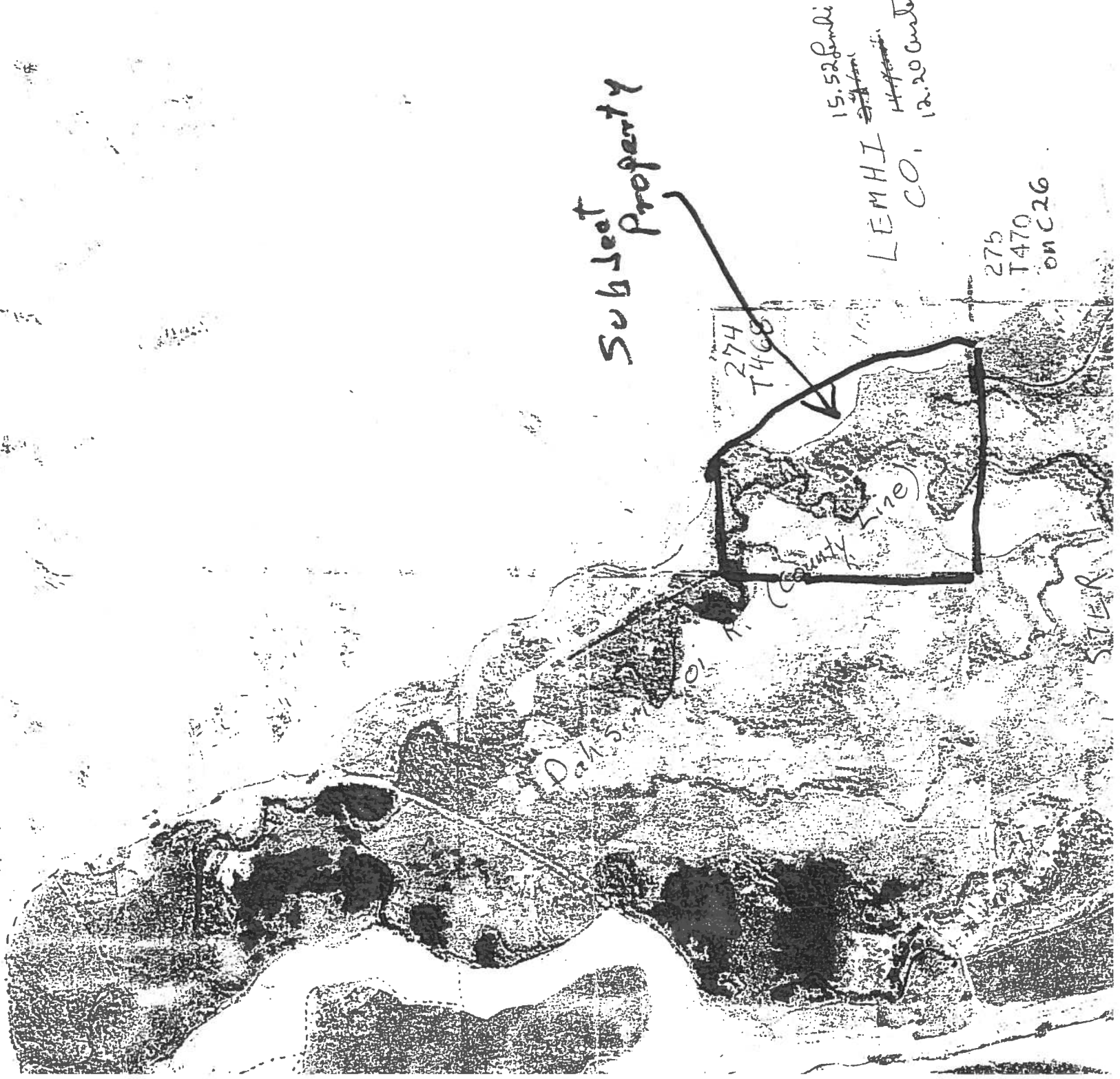
City _____ State _____ Zip _____
 Hm. Ph. _____ Bus. Ph. _____
 A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this _____ day of _____, 19____
 BUYER _____
 BUYER _____

T466-11
T16-R30

24	29
25	30

74
707

Ellis Id



Warrant Deed 0212224

For Value Received

STARR W. COLEMAN AND GLORIA COLEMAN, husband and wife

the grantor S, do hereby grant, bargain, sell and convey unto

ROBERT W. CHEWNING AND VIRGINIA H. CHEWNING, husband and wife

whose current address is

HC 62, BOX 1008
ELLIS, ID 83235

the grantee S, the following described premises, in

CUSTER

County Idaho, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee S
their heirs and assigns forever. And the said Grantor S do hereby covenant to and with the said
Grantee S, that they 're the owner S in fee simple of said premises; that they are free from all incumbrances

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

Dated: OCTOBER 10, 1996

Starr W. Coleman
STARR W. COLEMAN

Gloria Coleman
GLORIA COLEMAN



STATE OF IDAHO, COUNTY OF LEMHI
On this 19th day of OCTOBER, 1996,
before me, a notary public in and for said State, personally appeared

STARR W. COLEMAN AND
GLORIA COLEMAN

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that
they executed the same.

Laurie M. Santee
LAURIE M. SANTEE Notary Public
Residing at SALMON, Idaho
Comm. Expires 6-19-2001

0212224
Custer County Reg. of
Alliance Title &
Escrow
Time 3:17 P.M.
10-16-1996
Ethel M. Peck, Clerk
V. Randy M. Murch
\$62 Deposit

EXHIBIT "A"

A PARCEL OF LAND SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 16 NORTH, RANGE 20 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 36; THENCE ALONG THE NORTH LINE OF SECTION 36 N. 90 DEGREES 00' 00" W., 1307.77 FEET TO AN ALUMINUM MONUMENT MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36 (EAST SIXTEENTH CORNER OF SECTIONS 25 AND 36); THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, S. 00 DEGREES 09' 17" W., 66.70 FEET TO THE CENTER LINE OF THE PAHSIMEROI RIVER, WHICH IS THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER S. 00 DEGREES 09' 17" W., 1255.33 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NORTHEAST SIXTEENTH OF SECTION 36); THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER S. 89 DEGREES 54' 19" E., 444.42 FEET TO THE CENTER LINE OF THE PAHSIMEROI RIVER; THENCE ALONG THE CENTER LINE OF THE PAHSIMEROI RIVER THE FOLLOWING COURSES;

THENCE N. 66 DEGREES 38' 49" W., 63.52 FEET;
 THENCE N. 57 DEGREES 05' 03" W., 141.93 FEET;
 THENCE N. 13 DEGREES 37' 02" W., 54.77 FEET;
 THENCE N. 60 DEGREES 10' 50" E., 107.91 FEET;
 THENCE N. 84 DEGREES 39' 33" E., 54.76 FEET;
 THENCE S. 40 DEGREES 28' 00" E., 101.16 FEET;
 THENCE N. 88 DEGREES 30' 24" E., 56.18 FEET;
 THENCE N. 12 DEGREES 44' 46" E., 162.53 FEET;
 THENCE N. 58 DEGREES 21' 18" E., 73.75 FEET;
 THENCE N. 04 DEGREES 57' 23" E., 51.21 FEET;
 THENCE N. 33 DEGREES 51' 47" W., 197.41 FEET;
 THENCE N. 52 DEGREES 10' 49" E., 145.21 FEET;
 THENCE N. 15 DEGREES 44' 17" W., 60.83 FEET;
 THENCE N. 43 DEGREES 30' 52" W., 139.13 FEET;
 THENCE S. 12 DEGREES 25' 31" W., 162.77 FEET;
 THENCE S. 44 DEGREES 16' 53" W., 90.77 FEET;
 THENCE S. 80 DEGREES 26' 20" W., 104.29 FEET;
 THENCE N. 50 DEGREES 18' 45" W., 99.57 FEET;
 THENCE N. 18 DEGREES 57' 40" E., 85.63 FEET;
 THENCE N. 81 DEGREES 18' 28" E., 84.42 FEET;
 THENCE N. 08 DEGREES 09' 39" W., 52.75 FEET;
 THENCE N. 54 DEGREES 25' 39" W., 43.12 FEET;
 THENCE N. 26 DEGREES 25' 09" W., 56.70 FEET;
 THENCE N. 32 DEGREES 31' 27" E., 63.00 FEET;
 THENCE S. 59 DEGREES 16' 21" E., 86.24 FEET;
 THENCE N. 83 DEGREES 17' 25" E., 68.38 FEET;
 THENCE N. 30 DEGREES 45' 33" W., 160.77 FEET;
 THENCE N. 26 DEGREES 30' 37" E., 110.35 FEET;
 THENCE N. 28 DEGREES 05' 14" W., 62.71 FEET;
 THENCE N. 50 DEGREES 30' 17" W., 95.57 FEET;
 THENCE S. 65 DEGREES 31' 27" W., 128.73 FEET;
 THENCE N. 28 DEGREES 18' 57" W., 130.63 FEET;

THENCE S. 82 DEGREES 17' 32" W., 143.60 FEET TO THE POINT OF BEGINNING.

Warranty Deed

For Value Received

STARR W. COLEMAN AND GLORIA COLEMAN, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto

ROBERT W. CHEWNING AND VIRGINIA H. CHEWNING, husband and wife

whose current address is

HC 62, BOX 1008
ELLIS, ID 83235

the grantees, the following described premises, in LEMHI

County Idaho, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they reserve the owner's in fee simple of said premises; that they are free from all incumbrances

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

Dated: OCTOBER 10, 1996

Starr W. Coleman
STARR W. COLEMAN

Gloria Coleman
GLORIA COLEMAN

STATE OF IDAHO, COUNTY OF LEMHI
On this 10th day of OCTOBER, 1996
before me, a notary public in and for said State, personally appeared

STARR W. COLEMAN AND
GLORIA COLEMAN

known to me to be the persons whose name S are
subscribed to the within instrument, and acknowledged to me that
they executed the same.

Laurie M. Santee
Residing at LAURIE M. SANTEE, Notary Public, Idaho
Comm. Expires SALMON 6-19-2001

State of Idaho) SS No. 231459
County of Lemhi)
This instrument was filed for record at the request
of Alliance Title
at 2:36 o'clock P.M. OCT 16, 1996
and duly filmed and indexed in the records of Lemhi
County
By *Angela S. Adkins* Alberta Wriedarick
Fee 9.00 Ex-Officio Recorder
Return to *Alliance Title* Deputy

EXHIBIT "A"

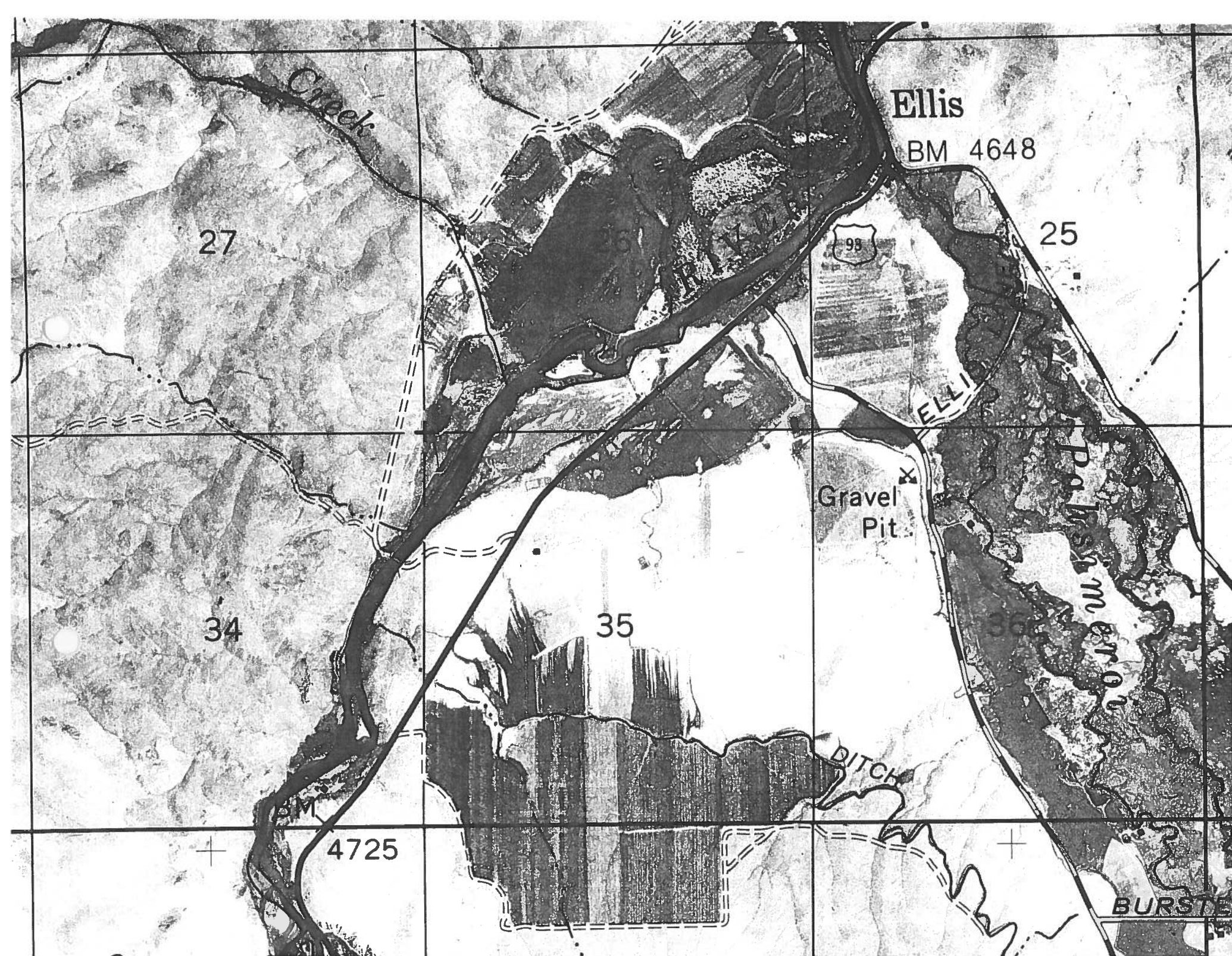
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THENCE N. 66 DEGREES 38' 49" W., 63.52 FEET;
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SECTION 36; THENCE ALONG SAID WEST LINE OF THE NORTHEAST
QUARTER OF THE NORTHEAST QUARTER N. 00 DEGREES 09' 17" E.,
66.70 FEET TO THE POINT OF BEGINNING.



IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 73-4106

NAME AND ADDRESS: ROBERT W CHEWNING
139 PAHSIMEROI RD
ELLIS ID 83235

VIRGINIA H CHEWNING
139 PAHSIMEROI RD
ELLIS ID 83235

SOURCE: PAHSIMEROI RIVER

TRIBUTARY: SALMON RIVER

QUANTITY: 0.500 CFS

The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

PRIORITY DATE: 06/01/1882

POINT OF
DIVERSION: T16N R20E S36 SENE Within CUSTER County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.030 CFS
IRRIGATION	04/01 10/31	0.500 CFS

PLACE OF USE: IRRIGATION in CUSTER County

T16N R20E S36 NENE 11.00

STOCKWATER in CUSTER County

T16N R20E S36 NENE

11 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.

The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

01/16/2007

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

RIGHT NUMBER: 73-4106

NAME AND ADDRESS: ROBERT W CHEWNING
139 PAHSIMEROI RD
ELLIS ID 83235

VIRGINIA H CHEWNING
139 PAHSIMEROI RD
ELLIS ID 83235

SOURCE: PAHSIMEROI RIVER TRIBUTARY: SALMON RIVER

QUANTITY: 0.500 CFS

The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

PRIORITY DATE: 06/01/1882

POINT OF DIVERSION:

T16N R20E S36 SENE Within CUSTER County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.030 CFS
IRRIGATION	04/01 10/31	0.500 CFS

PLACE OF USE: IRRIGATION in CUSTER County

T16N R20E S36 NENE 11.00

STOCKWATER in CUSTER County

T16N R20E S36 NENE

11 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.

The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

07/12/2006

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

RIGHT NUMBER: 73-4106

NAME AND ADDRESS: ROBERT W CHEWNING
139 PAHSIMEROI RD
ELLIS ID 83235

VIRGINIA H CHEWNING
139 PAHSIMEROI RD
ELLIS ID 83235

SOURCE: PAHSIMEROI RIVER TRIBUTARY: SALMON RIVER

QUANTITY: 0.500 CFS

The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

PRIORITY DATE: 10/01/1948

POINT OF DIVERSION:

T16N R20E S36 SENE Within CUSTER County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.030 CFS
IRRIGATION	04/01 10/31	0.500 CFS

PLACE OF USE: IRRIGATION Within CUSTER County

T16N R20E S36 NENE 11.00

STOCKWATER Within CUSTER County

T16N R20E S36 NENE

11 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.

The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use



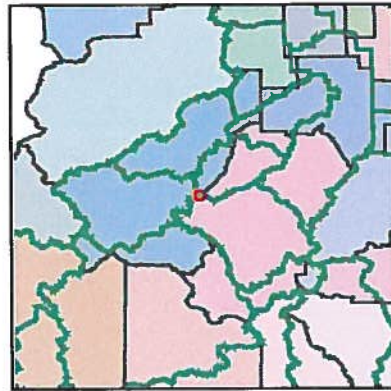
Idaho Department of Water Resources

SRBA Recommendation:

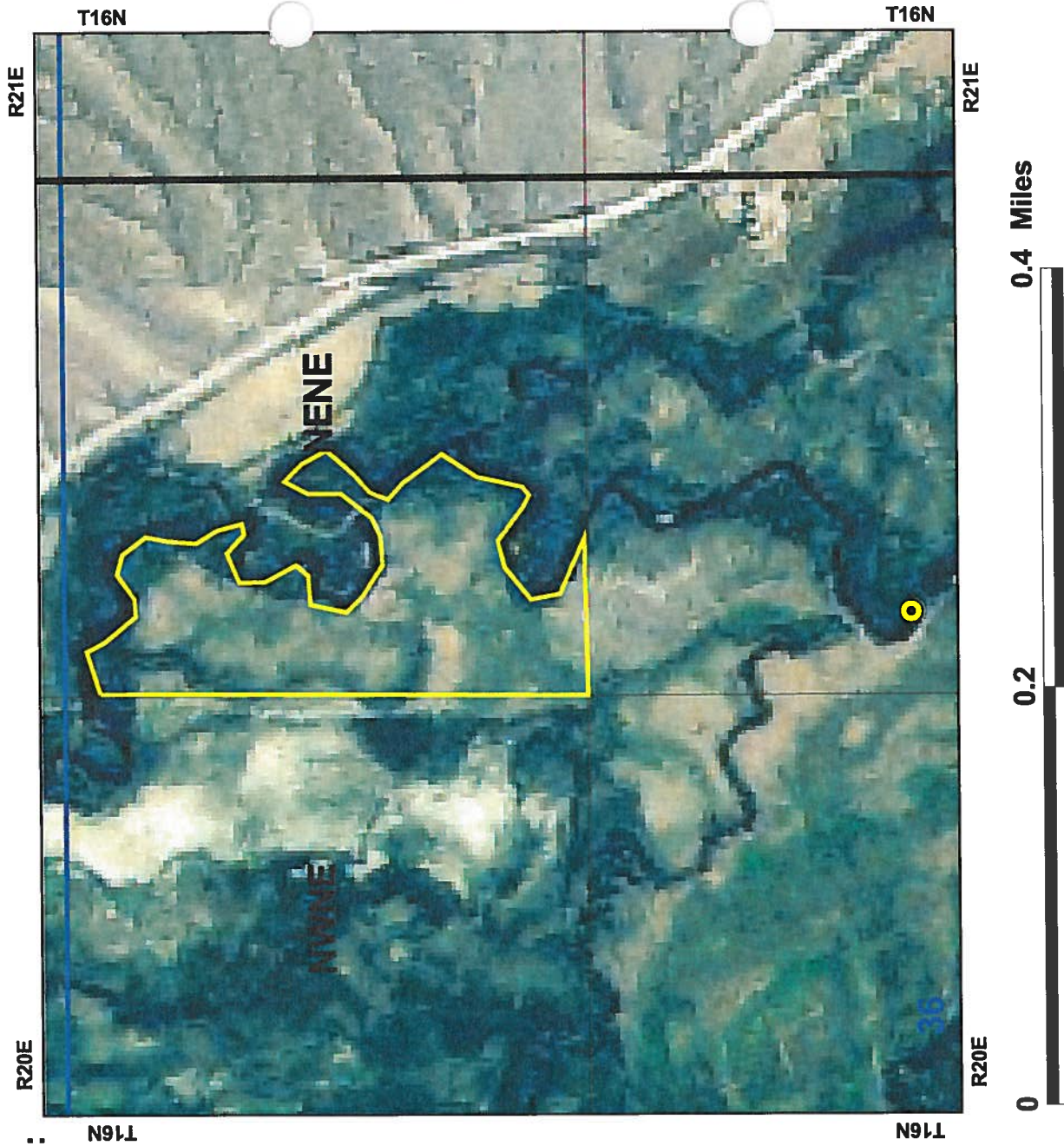
73-4106

Legend

- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Lemhi, Custer Counties
IDWR Basin 73



Prepared by D. Favreau
On Thursday, May 25, 2006
1987/88 Aerial Photography

A7304106

OWNERS

Robert + Chewing

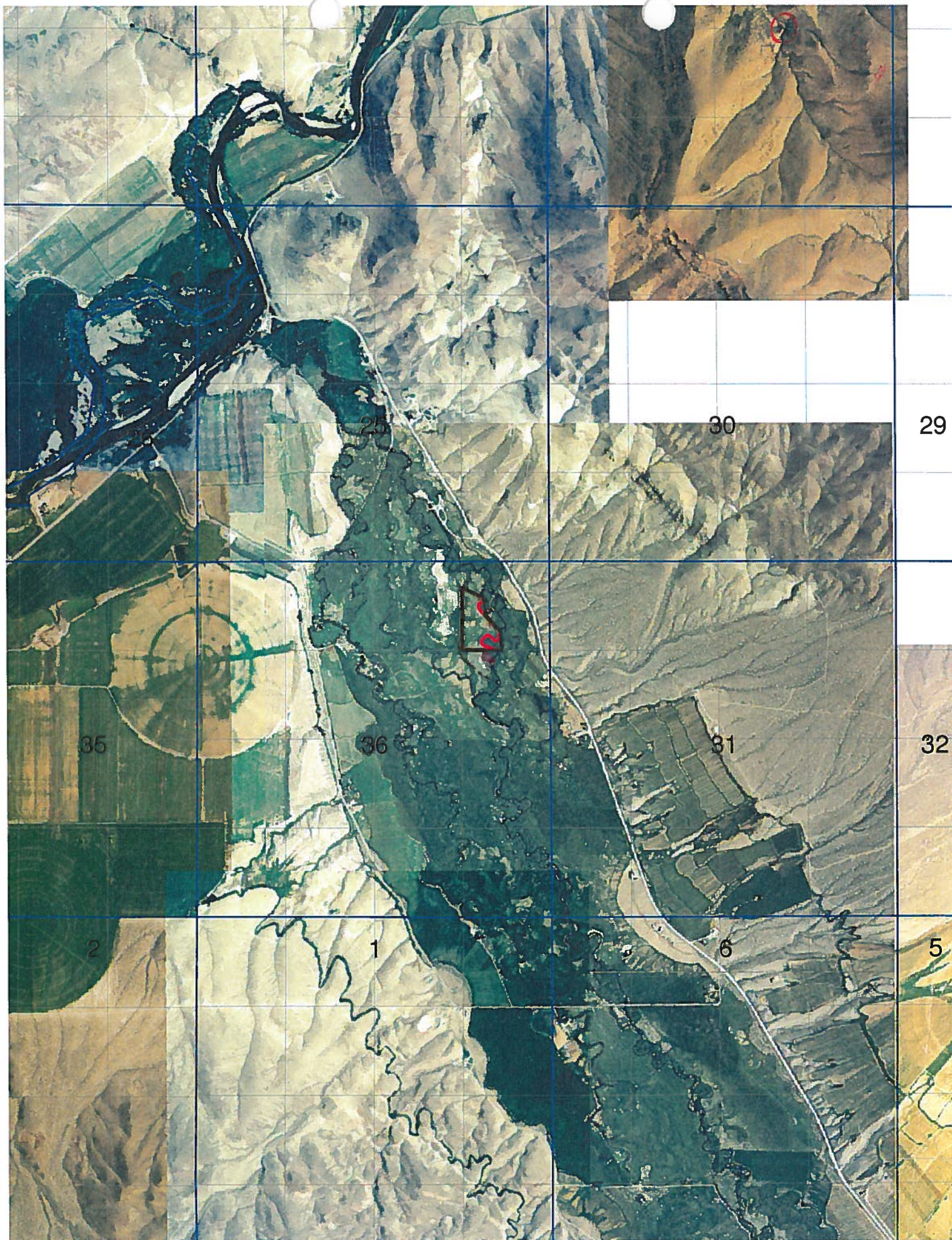
Point of Diversion

other users on Ditch

Sydney Dalton

Headgate + Measuring Device

Eighty ditch



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 73-4106
Date Received: 11/17/1989
Receipt No: M005245
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

ROBERT W CHEWNING Phone: (208)876-4291
139 PAHSIMEROI RD
ELLIS ID USA 83235

VIRGINIA H CHEWNING Phone: (208)876-4291
139 PAHSIMEROI RD
ELLIS ID USA 83235

2. Date of Priority: 06/01/1882

3. Source: PAHSIMEROI RIVER Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
16N	20E	36	NW SE NE	CUSTER	

5. Description of diverting works:

HEADBOX TO DITCH FOR FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	0.5	
STOCKWATER	1/01	12/31	0.03	

7. Total Quantity Appropriated is:
0.5 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
16N	20E	36	NE	NE		STOCKWATER	
			NE	NE		IRRIGATION	15
						Section Acres	15
						Total Acres	15

11. Place of use in counties: CUSTER

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: Statutory Claim