

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 43-13107
Date Received: 8/2/2001
Receipt No:
Received By:

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

1. Name of Claimant(s)

CORDELL SHERIDAN Phone: (208)824-5531
PO BOX 198
ALMO ID USA 83312

PATRICIA SHERIDAN Phone: (208)824-5531
P O BOX 198
ALMO ID USA 83312

2. Date of Priority: 01/13/1958

3. Source: ALMO CREEK Trib. to: RAFT RIVER
STINES CREEK ALMO CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
15S	24E	16	SE SW NE	CASSIA	
15S	24E	16	SE NE NW	CASSIA	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From To	C.F.S.	(or) A.F.A
GROUND WATER RECHARGE	11/01 03/31		80

7. Total Quantity Appropriated is:
80 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
15S 40	24E	16	SE	SE	GROUND WATER RECHARGE	
						Section Acres 40
						Total Acres 40

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:

14. Remarks:

OWNERSHIP CHANGE RECEIVED 8-02-2001 RESULTED IN A SPLIT. - VH
THIS IS A PORTION OF LICENSE 43-2586.

15. Basis of Claim: License

ATTN: VIKIE

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.

RECEIVED
AUG 02 2001
 Department of Water Resources
 Southern Region

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), 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
	43-2586				

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

3. Name and Address of Former Owner/Claimant(s)

Robert Harmash
Almo ID

- X 4. New Owner/Claimant(s)

Cordell Sheridan Patricia Sheridan
 Name Connector (Check one): [] and, [] or, ☒ and/or

New Mailing Address

PO Box 198

City, State and ZIP Code

Almo, ID. 83312

New Telephone Number

208 824-5531

5. Date you acquired the property

6-12-1991

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 <u>43-2584</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
<u>WINTER RECHARGE</u>	<u>proportionate share</u>	<u>40 ac</u>
Stock		
Domestic		
Other		
Total		

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		

X 7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

Cordell Shudson Patricia Shudson

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 _____

*Jim Annett***COPY**

EXCHANGE OF LAND AGREEMENT

THIS AGREEMENT made and entered this day of 1991, between CORDELL SHERIDAN and PATRICIA SHERIDAN, husband and wife, of Almo, Cassia County, Idaho, herein referred to as SHERIDAN. Parties of the first Part, and ROBERT HARMASH and LANETTE HARMASH, husband and wife, of Almo, Cassia County, Idaho, herein referred to as HARMASH. Parties of the second Part;

W I T N E S S E T H

WHEREAS, SHERIDAN owns certain property which HARMASH desires to acquire and,

WHEREAS, HARMASH owns certain property which SHERIDAN desires to acquire and,

WHEREAS, the parties have agreed to an exchange of said properties in kind and,

WHEREAS, the parties desire to reduce their agreements to writing,

Now therefore, in consideration of the performance of the mutual covenants hereinafter set forth, the parties agree as follows:

1. HARMASH agrees to convey in exchange to SHERIDAN the following described real property:

The Southeast Quarter of the Southeast Quarter (SE1/4NE1/4), of Section 16, Township 15 South, Range 24, East of the Boise Meridian, Cassia County, Idaho.

TOGETHER with all ditches, and ditch rights used thereon or appurtenant thereto.

EXCHANGE OF LAND AGREEMENT - 1

Post-It® Fax Note

7671

Date	6-20-01	# of pages	7
To	<i>Wayne Dennis</i>		
From	<i>John</i>		
Co.			
Phone #			
Fax #			

5. SHERIDAN has reserved forty (40) feet of the parcel desired to be acquired by HARMASH on the west side of said property. The west forty (40) feet of the parcel conveyed by SHERIDAN to HARMASH contains upon it a shed which is excluded for the reason that the parties from whom SHERIDAN acquired said property have a continuing right to use the shed upon said property. When and if the west forty (40) feet can be sold by SHERIDAN, SHERIDAN does hereby grant to HARMASH an option to acquire said parcel from SHERIDAN at the fair market value of said parcel at the time of said sale or disposition. The fair market value of said property may be determined by an appraiser or by mutual agreement of the parties.

6. SHERIDAN and HARMASH do hereby agree that the condition of this agreement is that the properties exchanged shall be exchanged free and clear of any liens, encumbrances, or restrictions, except for those for right-of-ways now existing, any ditch easements or other utility easements now of record.

In the event the title to either of the properties herein sought to be exchanged are not free and clear of liens or encumbrances as herein set forth, then the exchange shall fail and each of the parties agree to reconvey the parcels of property herein exchanged to the other without delay. Neither party shall be liable to the other for any damages or expenses which may be incurred or suffered as a result of such exchange.

2. SHERIDAN agrees to convey in exchange to HARMASH the following described real property:

That part of the Southwest Quarter of the Southeast Quarter, (SW1/4SE1/4), of Section 10 of Township 15 South, Range 24, East of the Boise Meridian, Cassia County, Idaho.

Beginning at the south 1/4 section corner of Section 10, of Township 15 South, Range 24, East of the Boise Meridian, said corner marked by a 3 Cassia County Survey cap; Thence S 89°54'00" E Along section line for 386.11 feet to a 1/2 inch rebar which shall be the Point of Beginning.

Thence N 0° 05'54" W for 400.33 feet to a 1/2 inch rebar;

Thence S 81° 44'27" E for 267.43 feet to a 1/2 inch rebar;

Thence S 0°06'00" W for 362.37 feet to a 1/2 inch rebar on section line;

Thence N 89°54'00" W along section line for 263.34 feet to the Point of Beginning.

Subject, however, to the exception, exclusion, and reservation of the North 40 feet of said property upon which is located a shed.

3. HARMASH agrees not to subdivide or place any other dwellings on the property herein conveyed to HARMASH by SHERIDAN.

4. In event, the property herein conveyed by SHERIDAN to HARMASH is placed on the market for sale or is to be otherwise disposed of by HARMASH or HARMASH'S successors in interest, his personal representatives, or assigns, then and in that event, SHERIDAN shall have an option to reacquire by purchase or other lawful means, said property at the fair market value at the time of the purposed sale or disposition. The fair market value may be determined by an appraisal or by mutual agreement of the parties. This option shall inure to the benefit of SHERIDAN, their heirs, personal representative, successors, or assigns.

7. The parties agree that the forty (40) acre parcel herein exchanged by HARMASH to SHERIDAN is the base property for a Forest Service Grazing Permit for One Hundred Twenty-Six (126) head of livestock. That the permit authorizes the grazing of the aforementioned number of cattle for a period of three (3) months and consists of 378.81 A.U.M.s of grazing rights.

HARMASH agrees in addition to the conveyance of the above described property, to convey to SHERIDAN the Forest Service Grazing Rights for One Hundred Twenty-Six (126) head of cattle for a period of three (3) months or 378.81 A.U.M.s.

That said conveyance shall be done simultaneously with the exchange of the above described real property by HARMASH, and HARMASH agrees to execute whatever documents may be necessary, if any, to facilitate the transfer of said grazing rights to SHERIDAN through the administrative processes of the Forest Service.

8. In addition to the transfer of the grazing rights, HARMASH does hereby grant to SHERIDAN an easement across properties owned by HARMASH to permit SHERIDAN access to the Forest Service properties where the grazing permits are to be utilized. HARMASH will provide a specific description of the areas over which the easement herein granted shall exist, and the easement herein granted shall run with the land and become an easement over and across the properties of HARMASH for the benefit of the properties acquired by SHERIDAN. SHERIDAN agrees, however, that in moving his cattle across the properties of HARMASH, that the cattle will be driven in an

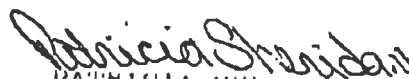
EXCHANGE OF LAND AGREEMENT - 4

organized drive and shall not be permitted to drift across the properties of HARMASH nor shall the SHERIDAN cattle be permitted to mix or commingle with any cattle that are on the HARMASH properties.

9. This agreement shall be binding upon the heirs, personal representative, successors, or assigns of the parties.

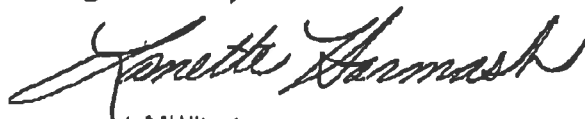
10. It is acknowledged by the parties that JAMES and DOROTHY SHERIDAN must consent to this transaction and accordingly are required to execute an appropriate consent simultaneously herewith.


CORDELL SHERIDAN


PATRICIA SHERIDAN

PARTIES OF THE FIRST PART


ROBERT HARMASH


LANETTE HARMASH

PARTIES OF THE SECOND PART

STATE OF IDAHO)
)ss.
County of Cassia)

On this 12th day of June, 1991, before me, a notary public in and for said State, personally appeared CORDELL SHERIDAN and PATRICIA SHERIDAN, husband and wife, known to me to be the persons whose names 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 first above written.

(SEAL)

Debra L. Vines
Notary Public for Idaho
Residing at: Repa, Idaho
My Commission Expires: 12-19-96

STATE OF IDAHO)
)ss.
County of Cassia)

On this 7th day of June, 1991, before me, a notary public in and for said State, personally appeared ROBERT HARMASH and LANEILLE HARMASH, husband and wife, known to me to be the persons whose names 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 first above written.

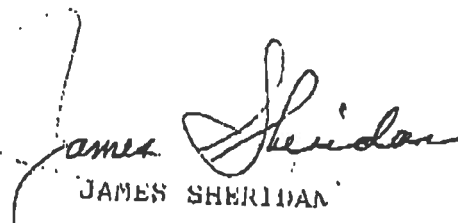
(SEAL)

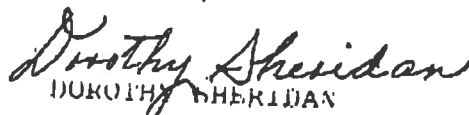
[Signature]
Notary Public for Idaho
Residing at: Burley, Idaho
My Commission Expires: 6-5-92

CONSENT TO CONVEYANCE

THE UNDERSIGNED, JAMES and DOROTHY SHERIDAN, husband and wife, do hereby consent to the conveyance and exchange of properties herein referred to and do hereby further consent and agree to be bound by the terms of the exchange agreement.

DATED this 11th day of June, 1991.


JAMES SHERIDAN

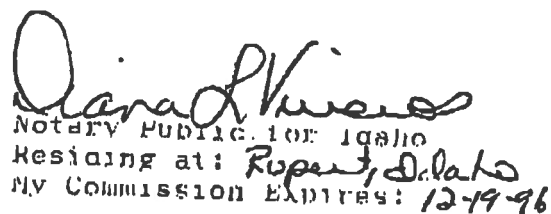

DOROTHY SHERIDAN

STATE OF IDAHO)
) ss.
County of Cassia)

On this 11th day of June, 1991, before me, a Notary public for said State, personally appeared JAMES SHERIDAN and DOROTHY SHERIDAN, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledge 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 first above written.

(SEAL)


Notary Public for Idaho
Residing at: Robert, Idaho
My Commission Expires: 12-19-96

AUTOMATIC COVER SHEET

DATE: JUN-20-2001 WED 04:04 PM

TO: TWIN FALLS FAX

FAX #: 912087321005

FROM: FARM CREDIT BURLEY

FAX #: 208 678 6653

08 PAGES WERE SENT

(INCLUDING THIS COVER PAGE)

POLICY OF TITLE INSURANCE

RECEIVED

JUN 20 2001

Department of Water Resources
Southern Region

13 0028 61 000197

SECURITY UNION TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, SECURITY UNION TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

Issued by:
LAND TITLE AND ESCROW, INC.
211 West 13th Street
P. O. Box 177
Burley, Idaho 83318
(208) 678-3524

SECURITY UNION TITLE INSURANCE COMPANY

By:

Richard M. Heavin
President

By:

Richard M. Heavin
Secretary



Joni Harris
Authorized Signature

ALTA LOAN POLICY (4-6-90)

LOAN

SCHEDULE A

FILE NO.	POLICY NO.	DATE OF POLICY	AMOUNT	PREMIUM
22373	13-0028-61-000197	Oct. 2, 1991 at 1:37 P.M.	\$38,600.00	\$20.00

1. NAME OF INSURED:

FARM CREDIT BANK OF SPOKANE, successor by merger to the
FEDERAL LAND BANK OF SPOKANE

2. The estate or interest in the land which is encumbered by the insured mortgage is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

CORDELL SHERIDAN and PATRICIA SHERIDAN,
husband and wife

4. The insured mortgage and assignments thereof, if any, are described as follows:

The MORTGAGE which is contained within:

Mortgage from James A. Sheridan and Dorothy Sheridan, husband and wife; Cordell Sheridan and Patricia Sheridan, husband and wife, as Mortgagors, to Farm Credit Bank of Spokane, successor by merger to the Federal Land Bank of Spokane, a corporation, as Mortgagee, dated September 5, 1991 and recorded October 2, 1991 as Instrument No. 215549 on Film No. 229, records of Cassia County, Idaho. (Notwithstanding the fact that the Deed of Trust to be insured is in the amount of \$145,000.00. The total liability of the Company under the Policy to be issued will not exceed \$38,600.00.)

5. The land referred to in this Policy is described as follows:

TOWNSHIP 15 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 16: SE $\frac{1}{4}$ SE $\frac{1}{4}$

This policy is valid only if Schedule B is attached.

LOAN

SCHEDULE B - PART I

POLICY NUMBER: 13-0028-61-000197

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage (and the Company will not pay attorneys' fees or expenses) which arise by reason of:

GENERAL EXCEPTIONS:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
- (3) Easements, or claims of easements, not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents, state grants, or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

SPECIAL EXCEPTIONS:

-Continued-

CONTINUATION

SCHEDULE B

Policy Number: 13-0028-61-000197

1. Unpatented mining claims; reservations or exceptions in patents or state grants or in Acts authorizing the issuance thereof, water rights, claims or title to water.
2. Taxes for 1991 and subsequent years, a lien, but not yet due or payable.

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: A43-02586
Date Received: 7/18/1989
Receipt No: S008595
Received By: See

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT HARMASH 208-824-5546
Address: P.O. BOX 196
ALMO, ID 83312

2. Date of Priority: JAN 13, 1958

3. Source: ALMO CREEK Trib. to: EDWARDS CREEK
STYNES CREEK RAFT RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15S	24E	9		SW	NW		CASSIA
				SE	SW		CASSIA
		16		NW	NE		CASSIA
		17		NE	NE		CASSIA

5. Description of diverting works:
CONCRETE HEADGATES, DITCHES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
GROUNDWATER RECHARGE	11/01	04/01	2.820		

7. Total Quantity Appropriated is:
2.820 C.F.S. (and/or) 1020.00 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
E/WINTER GROUND STORAGE & SOIL ROOT ZONE.

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
15S	24E	9	SW		NW		GWR	15.0
			NE		SW		GWR	30.0
			NW		SW		GWR	20.0
			SW		SW		GWR	20.0
			SE		SW		GWR	40.0
			SW		SE		GWR	40.0
			SE		SE		GWR	40.0
							Section Acres	205.0
		16	NE		NE		GWR	40.0
			NW		NE		GWR	40.0
			SW		NE		GWR	40.0
			SE		NE		GWR	40.0
			NE		NW		GWR	20.0
			NW		NW		GWR	5.0
			SW		NW		GWR	20.0
			SE		NW		GWR	20.0
			NE		SW		GWR	20.0
			SE		SW		GWR	20.0
			SE		SE		GWR	40.0
							Section Acres	305.0
							Total Acres	510.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:
NONE

14. Remarks:

SOURCES FOR THIS RT. ARE ALMO CK. & STYNES CK.
THIS WR ORGINALLY LISTED AS IRRIGATION STORAGE BUT THE ACTUAL USE
IS MORE ACURATELY DEFINED AS GROUNDWATER RECHARGE. THE WATER IS
"IRRIGATED" ON THE P/U INDICATED OVER THE WINTER MONTHS AND NO
CROP IS GROWN. USE IS TO RAISE THE GROUNDWATER LEVEL.

CHANGE OF OWNER 12-14-90

15. Basis of Claim: LICENSE

Water Right Number: R1025

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____
My Commission Expires _____

08/02/2001

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

RIGHT NUMBER: 43-13107

NAME AND ADDRESS: PATRICIA SHERIDAN
P O BOX 198
ALMO, ID 83312
CORDELL SHERIDAN
PO BOX 198
ALMO, ID 83312

SOURCE: ALMO CREEK
STINES CREEK

TRIBUTARY: RAFT RIVER
ALMO CREEK

80 AFY

PRIORITY DATE: 01/13/1958

POINT OF DIVERSION: T15S R24E S16
T15S R24E S16

SESWNE
SENENW

Within CASSIA County
Within CASSIA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
GROUND WATER RECHARGE

PERIOD OF USE
11-01 03-31

QUANTITY
80.00 AFY

PLACE OF USE:

GROUND WATER RECHARGE Within
CASSIA County
T15S R24E S16

SESE 40

40 ACRES TOTAL

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

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

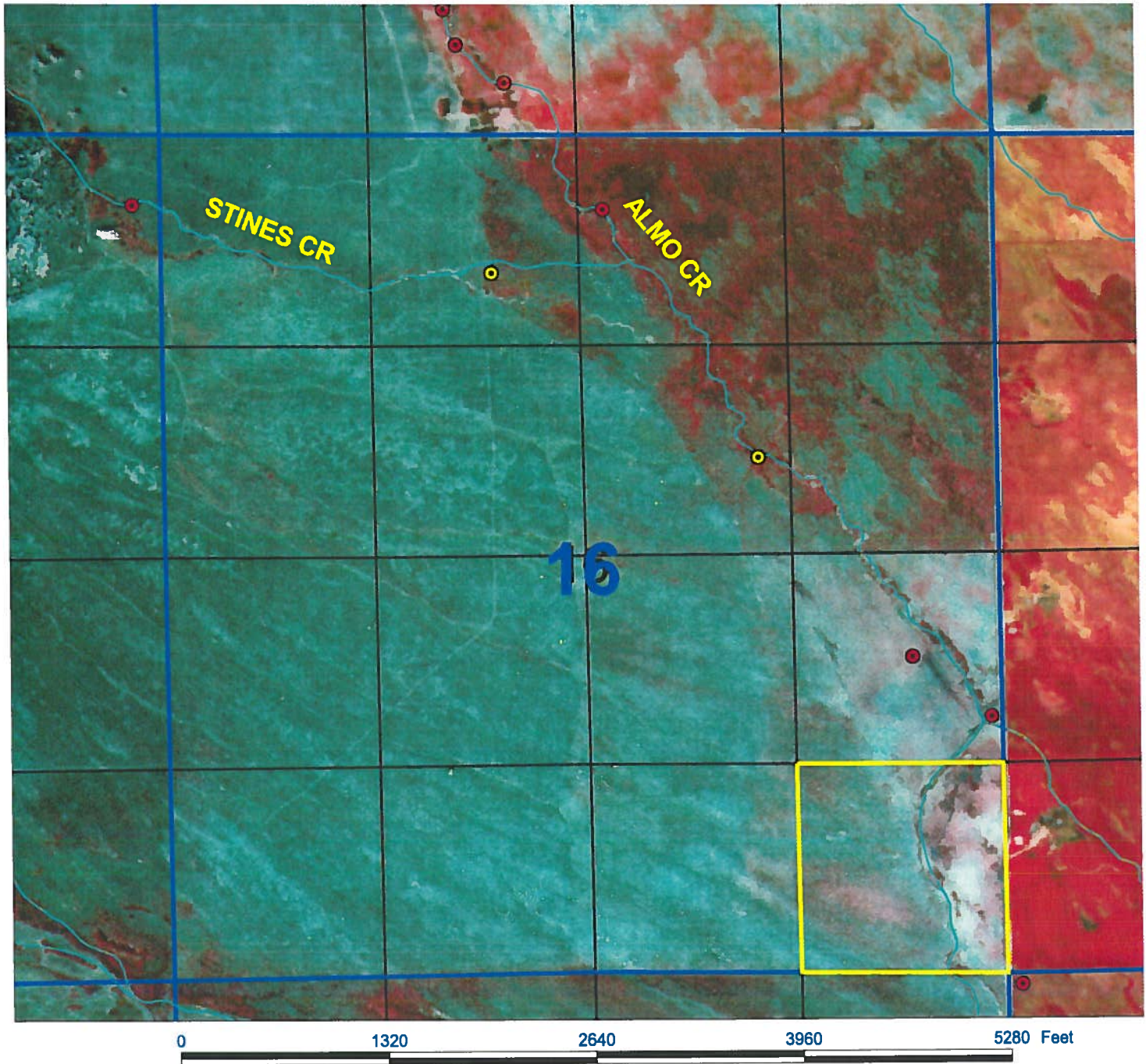
EXPLANATORY MATERIAL: BASIS OF CLAIM - License

THIS RIGHT IS SPLIT FROM FORMER RIGHT 43-2586.

Idaho Department of Water Resources

RIGHT: 43-13107

**RECOMMENDED PLACE OF USE
TWP 15S, RNG 24E,
PREPARED AUGUST 2, 2001**



-  **RECOMMENDED POINT OF DIVERSION**
-  **RECOMMENDED PLACE OF USE**
-  **SECTION LINES**
-  **QUARTER SECTION LINES**



**GIS PLACE OF USE PRESENTATION
1987 NAPP AERIAL PHOTOGRAPHY**

PREPARED BY VIKIE HANCOCK



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

August 2, 2001

Cordell Sheridan
PO Box 198
Almo, Idaho 83312

RE: Snake River Basin Adjudication (SRBA)
Claim No.: 43-13107

Dear Cordell,

Enclosed find a copy of the recommendation for your portion of the winter recharge right originally licensed as 43-2286. The diversion amount is a proportional share of the original amount, based upon the percentage of licensed acres you purchased (40). Also, the season of use is that of the licensed right.

Per our conversation, I used the point of diversion on Stines Creek also used by Bruce Durfee. I think that I identified the correct point of diversion on Almo Creek. If it is incorrect, let me know quickly and I can get it changed in time for the official decree.

Sorry I couldn't be of more help to you the other day in determining where to find a tax exempt number for Almo Water Company. I hope the sites I suggested pointed you in the right direction.

Sincerely,

A handwritten signature in cursive script, appearing to read 'V. Hancock'.

Vikie Hancock
Sr. Water Resource Agent
Southern Regional Office, Twin Falls

ANALYSIS OF WATER RIGHT OWNERSHIP 43-2586

Deeds submitted with the 1999 ownership change from Robert Harmash to the Conservation Fund indicated entire claim 43-2586 was conveyed to them. This was indicated by the listing of the claim number and the of the entire claimed diversion rate of 2.82 cfs on Exhibit B of the Warranty deed. This diversion rate is associated with the claim but not with the original license 43-2586, which only identified a quantity in acres feet (1020afa). Further conversations with Ned Jackson of the Idaho Dept of Parks and Recreation who administer the City of Rocks and Castle Rock Ranch, substantiated that Harmash had conveyed the entire right to them, but that they had not used the right on the SESE of Section 16 (T15S R24E), because Cordell Sheridan had purchased it from Harmash in a previous transaction. A transfer of water right, or a forfeiture, was discussed. See file.

Subsequent to my meeting with Jackson on 5/31/2001, Cordell Sheridan asserted his use of the winter recharge water on the SESE Sec 16 and provided me with his deeds from Harmash, in which it seems clear that the rights to the portion of 43-2586 that was appurtenant to the SESE Section 16 had been conveyed to him with the property in 1991. Therefore, that portion of the license was not available to convey to the Conservation Fund in 1999 and the proportionate amount of acres and volume of water should be deleted from their portion of the right.

Right 43-2586 is split into 43-13106 NATIONAL PARK SERVICE

470 acres, 940 afa

43-13107 CORDELL SHERIDAN

40 acres, 80 afa



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

July 23, 2001

Cordell Sheridan
PO Box 198
Almo, Idaho 83312

RE: Snake River Basin Adjudication (SRBA)
Claim 43-2286 (part)

Dear Cordell,

I hope that you received my request for a completed ownership change form that was sent several weeks ago. Although I have the deeds that conveyed the SESE of Section 16 to you from Bob Harmash, I am not able to split the above water right until I have a signed IDWR Notice of Change form from you. This is a policy that the department has to protect buyers and sellers, and in this case, since it appears from their documents that Harmash also intended to deed this entire water right to the Conservation Fund, *it is absolutely necessary for me to have your signed notice asserting ownership to your portion.*

The National Park Service, current owners of the right, and the Idaho Dept of Parks and Recreation, believe that they have used the portion of the right that was appurtenant to your 40 acres, but it appears that they do not wish to pursue a transfer of the water onto land that they own. Though it now seems clear to me that prior to his land sale to The Conservation Fund Harmash conveyed the appurtenant water rights to you along with the SESE Section 16, we were not informed of this change. When a later Change of Ownership request was received from the Conservation Fund, therefore, the entire right was conveyed to them.

Because they do not own the land on which your portion of the right is appurtenant, and no transfer has been received, I am in the process of deleting 40 acres and 80 acre feet of water from my final recommendation for their claim 43-2386. If I do not receive your Change of Ownership form I will not be able to recommend that portion of the right to you, and the 80 acre feet will be lost.

I am enclosing another Change of Ownership form in case you didn't receive, or have misplaced the first one. Please call if you have any questions.

Sincerely,

Vikie Hancock
Sr. Water Resource Agent
Southern Regional Office, Twin Falls

State of Idaho License and Certificate of Water Right

Water License No. R-1025

Water District No.

Amount 1020 Ac. Ft.

Priority January 11, 1958

THIS IS TO CERTIFY that

R. MATTHEWS & SONS

made application for a permit to appropriate the public waters of the State of Idaho, on January 13, 1958; that Permit No. R-1025 was issued under said application and Certificate of Completion of works with a carrying capacity of 1020 Ac. Ft. was issued thereunder on December 26, 1963, showing that said works were completed on the 15th day of January, 1963; and that on the 15th day of January, 1963

R.P. MATTHEWS & SONS

of Oatley, State of Idaho, made proof to the satisfaction of the State Reclamation Engineer

of Idaho, of the right to use the waters of Almo and Ground storage during for the purpose of winter storage Soil. Moist

Sturgeon Creek, a tributary of

Base Storage, under the Permit No. R-1025

of the Department of Reclamation

and that said right to the use of said waters has been perfected in accordance with the laws of Idaho and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume 12 of Licenses at page 7603, on the 26 day of December, 1963

The right hereby confirmed dates from January 13, 1958

The Point of Diversion is located Sec. 14, T. 15 N., R. 24 E., Sec. 16, S. 14, T. 15 N., R. 24 E., Blaine County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 1020 Ac. Ft. throughout per annum.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
15 S.	24 E.	2	1	40	40
			2	40	40
			3	40	40
			4	40	40
			5	40	40
			6	40	40
			7	40	40
			8	40	40
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			99	40	40
			100	40	40

The right in the use of the water aforesaid hereby confirmed is restricted to the purposes of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer

26th day of December

(REAL)

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF ENGINEER

Permit No. R-1025

This proof is for Beneficial Use & Reclamation of Water In Water District No. _____1. Name of applicant H. P. Matthews & Sons, c/o Ennis B. Matthews, Oakley, Idaho2. Source of water supply: Alan and Stynes Creek3. Location of point of diversion: Is in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 9; NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 16;
NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 17 of Section _____T. 15 N. R. 24 E. County of Cassia

4. Describe works as they exist, giving dimensions and capacities of same: The diversion works consist of concrete check dam and headgate combinations 8' to 12' wide and 2' high, 2 openings in each, one side for creek channel and the other in the irrigation ditch. These works are some 1/2 mile from the regular irrigation system.

5. Water is used for ground storage, during winter months for winter irrigation6. State whether or not water has been turned into works of diversion yes.

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 8; SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 9; E $\frac{1}{2}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 16,

T. 15 N. R. 24 E. S. R. N.

(This water is spread over alluvium ground consisting of a shallow top soil with coarse gravel and large stones underneath through existing ditches very permeable.)

Mr. Matthews stated he would not divert any of Stynes or Alan Cr. until January 1st.

8. When the Taylor was diverting all of Stynes Creek in the NW $\frac{1}{4}$ Sec. 17.

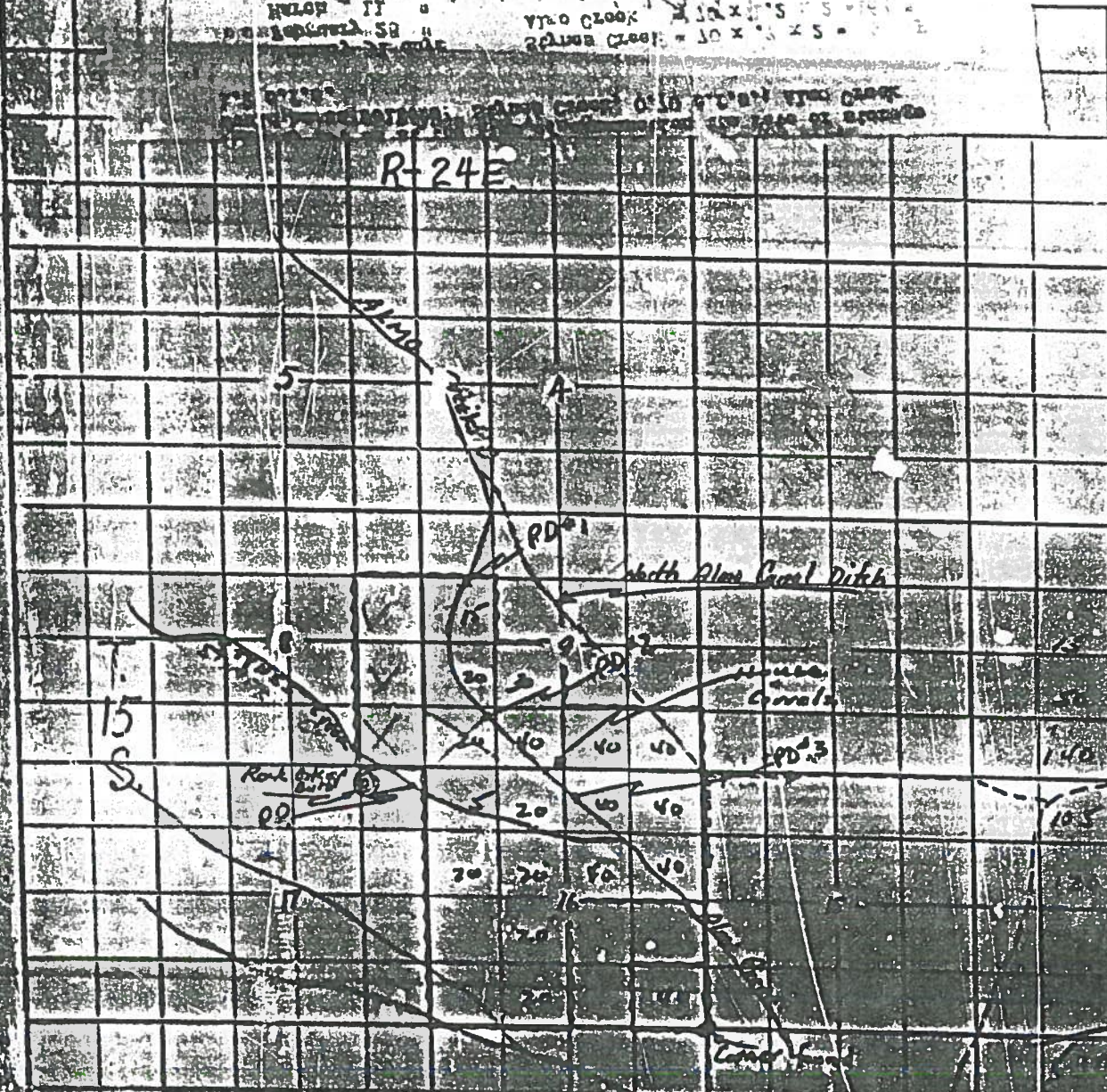
This flow estimated at 0.1 cfs. There was approximately 0.3 cfs flowing through further down the creek from storage and springs below Taylor's diversion, making a total of 0.4 cfs. for Stynes Cr.

Taylor was cleaning and repairing his ditch at time of inspection.

The estimated flow in Alan Creek at Matthews' upper diversion is

1.2 cfs. (large storage)

the greater amount is in the large storage



Note - fairly typical 6" x 8" thick thru concrete panel & rubble stone underneath. Section does not work. adding check and union in rubble. do come a section offed system for structure that has to be cleared & maintained to conform with standards. Part of this union are not to affect because of the gradient and advantage of finding and

P-1005

025

Providing Stynes and Almo Creek flow as much after January 1st as at the time of examination the rate of storage would be as follows: Stynes Creek, 0.70 c.f.s.; Almo Creek 1.2 c.f.s.

January 31 days Stynes Creek = $70 \times .7 \times 2 = 98 \text{ AF}$
 February 28 days Almo Creek = $70 \times 1.2 \times 2 = 168 \text{ AF}$
 March 11 days

Last 30 days in March

Almo & Stynes Creek
 estimated flow at 20.0 c.f.s. = $20 \times 20 \times 2 = 800 \text{ AF}$

1066 AF is the estimated amount of water from Stynes and Almo Creeks from January 1st to April 1st.

The water will be diverted during a time when the temperature is near freezing and below this low temperature the viscosity of the water is approximately 80% greater. The ground will probably be frozen and may have an ice cap. Under these conditions the ground will have a low permeability rate and probably a 100% rejection.

No studies have been made in this area to determine the permeability or specific capacity of the soil. The gradient is steep. The chance of the water flowing in the area is small.

T.
 13
 S

261463

GENERAL WARRANTY DEED

(Harmash Property – Cassia County, Idaho)

THIS GENERAL WARRANTY DEED is granted by ROBERT HARMASH, whose wife's name is LANETTE HARMASH ("Grantor"), for the consideration of Ten and no/100s Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, which hereby grants, bargains, sells, conveys and confirms to THE CONSERVATION FUND, a Maryland non-profit corporation, the address of which is 1800 North Kent Street, Suite 1120, Arlington, VA 22209, County of Arlington, Commonwealth of Virginia ("Grantee"), and to its successors and assigns forever, the following described property in Cassia County, Idaho (the "Property"),

See Exhibit A, attached hereto and incorporated by reference.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, including any and all water rights appurtenant to or associated with the Property which include, but are not limited to those water rights listed on the attached Exhibit B, unto the grantee, its successors and assigns forever. And the Grantor, for itself and its successors in interest, personal representatives, and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the delivery of this deed, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except the following which are recorded in the records of Cassia County, Idaho: Reservations in United States Patents recorded (1) January 4, 1898 in Book 6 of Deeds on Page 222; (2) January 4, 1898 in Book 6 of Deeds on Page 223; (3) March 31, 1902 in Book 7 of Deeds on Page 482; and (4) November 27, 1926 as Instrument No. 83091 in Book 1 of Patents on Page 320; and except (5) reservation in State of Idaho Deed recorded May 12, 1967 as Instrument No. 34958 on Film 49; (6) Agreement for Electric Service recorded September 29, 1997 as Instrument No. 251391 on Film 291; and except (7) taxes for 1999 and subsequent years.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has duly executed this instrument this 15th day of January, 1999.

1999 Deed
Harmash to
Conserv. Fund

GRANTOR:

ROBERT HARMASH, whose wife's name is Lanette Harmash

[Signature]
Robert Harmash

LANETTE HARMASH

[Signature]
Lanette Harmash

BY:

[Signature] ATT. in fact
ROBERT HARMASH, her Attorney-In-Fact

STATE OF IDAHO)

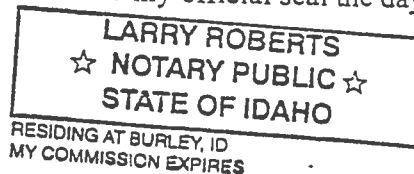
COUNTY OF CASSIA) ss:

On this 15 day of January, 1999, before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Robert Harmash ~~and Lanette Harmash~~, known to me to be the persons who executed the foregoing instrument. L.R.

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

[Signature]
Notary Public

My Commission Expires: 6-30-03



STATE OF IDAHO)

County of Cassia) ss

On this 15th day of January, 1999, before me, the undersigned, a Notary Public, in and for said State, personally appeared ROBERT HARMASH, known or identified to me to be the person whose name is subscribed to the within instrument, as the Attorney-in-Fact of LANETTE HARMASH, and acknowledged to me that he subscribed the name of Lanette Harmash thereto as principal, and his own name as Attorney-in-Fact.

[Signature]
Notary Public

[Signature]
Residing at: Burley, ID
My Commission expires:

6-30-03

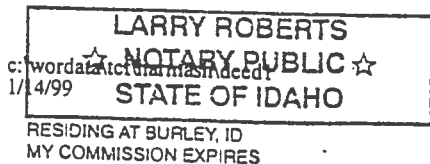


EXHIBIT A

LEGAL DESCRIPTION

(page 1 of 1)

Township 15 South, Range 24 East of the Boise Meridian, Cassia County, Idaho:

Section 8: SE1/4 NE1/4, E1/2 SE1/4, SW1/4 SE1/4, E1/2 SW1/4

Section 9: SW1/4 NW1/4, SW1/4, W1/2 SE1/4, SE1/4 SE1/4

Section 16: NE1/4, W1/2

Section 17: NE1/4 NE1/4, W1/2 NE1/4, E1/2 NW1/4

EXHIBIT B

WATER RIGHTS

- ✓ 1) Almo Creek, priority date of April 15, 1879 (decree date 10-18-1928). ID # A43-00373, for 3.7 CFS from 3-15 to 11-15, or a total consumptive use of 1,380 acre feet per annum.
- ✓ 2) ID # A43-00389, for 2.0 CFS from 3-15 to 11-15, or a total consumptive use of 1,380 acre feet per annum, April 30, 1879 (decree date 10-18-1928).
- ✓ 3) ID # A43-00477A, for 1.5 CFS from 3-15 to 11-15, or a total consumptive use of 1,380 acre feet per annum, July 31, 1882 (decree date 10-18-1928).
- ✓ 4) ID # A43-02594, for 1.640 CFS from 3-15 to 11-15, or a total consumptive use of 205 acre feet per annum, May 29, 1967 (Basis of Claim - License).
- ✓ 5) Out of Almo & Stines Creek - ID # A43-02586, for 2.82 CFS from 11-1 to 4-1, Priority date is January 13, 1958 (Basis of Claim).
- ✓ 6) ID # A43-10583, for 0.040 CFS from 1-1 to 12-31, May 1, 1969.

IN ORDER TO THE REQUEST OF
LAND TITLE & ESCROW
FILM _____
1999 MAR 12 P 4:40
CASCIA COUNTY, IDAHO
DAVID L. HOSKELLEY
RECORDER
FEE \$200.00
261463.

6-14-2001

Cordill Shendaw called

RE: His 40 ac portion of
the 43-2584 license.

He wants his share so will
bring in deed. I asked him
if he actually ever used it
and he said he did in

early spring as soon as the
water was there. He will
show me his POD's when he
comes in

824-5531

UH