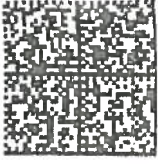


Dept. of Water Resources
Adjudication Bureau
P. O. Box 83720
Boise, ID 83720-0098

FIRST CLASS

ADDRESS SERVICE
REQUESTED



02 1A
0004310839
NOV 18 2005
MAILED FROM ZIP CODE 83702

\$ 00.83⁰

2-7178A, 2-7179

Preliminary Report



BRENT MERRITT

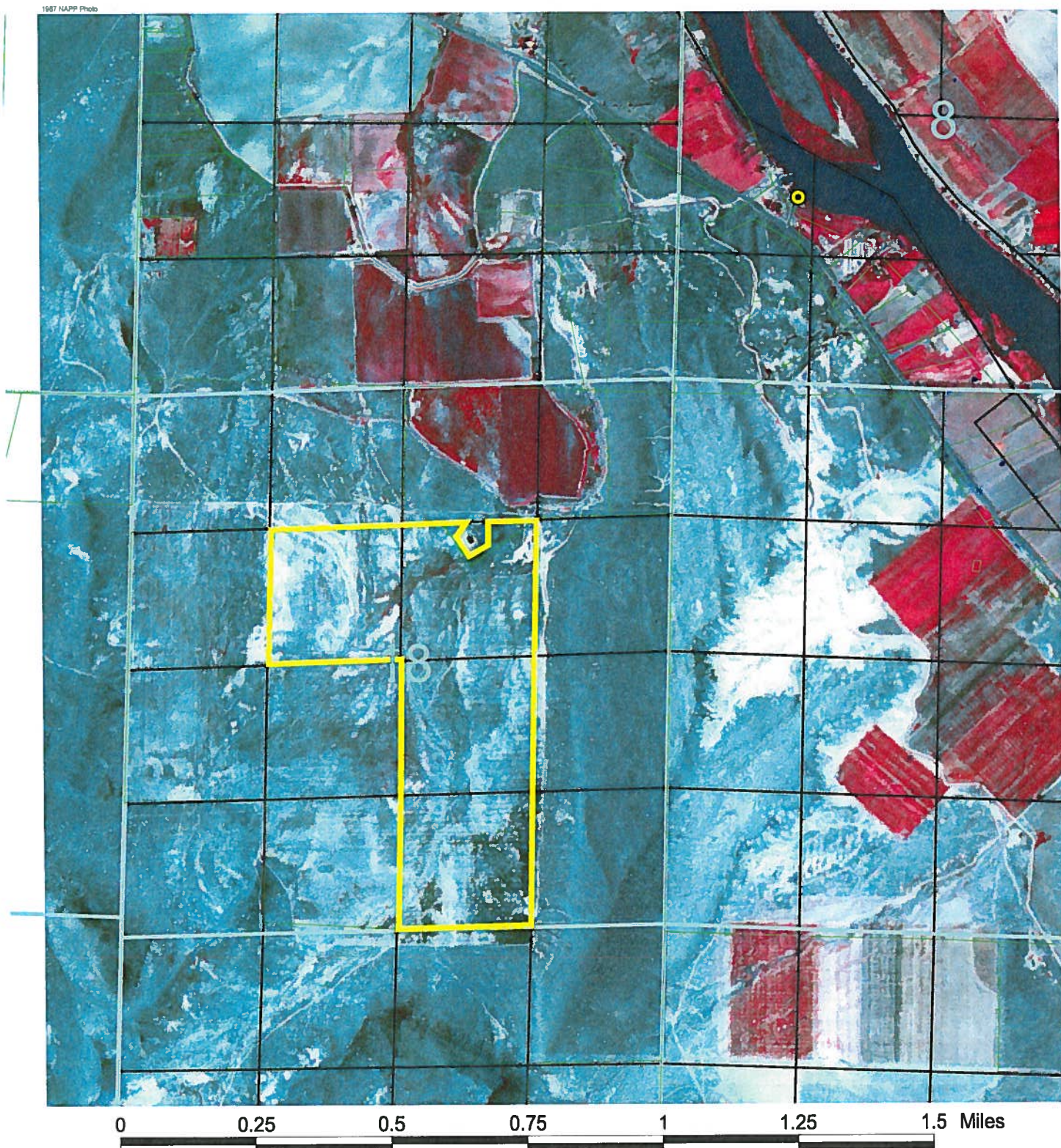
LISA MERRITT

RT 1 BOX 186

MARSING ID 83639

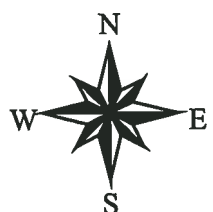
Idaho Department of Water Resources

1987 NAAPP Photo



Claim Number: 02-07179
Legal: T01N, R03W, S8 & 18
Reviewed By: SJR 3/2/05

- Point of Diversion
- Place of Use
- Owyhee taxlots
- Section Lines
- Quarter Quarter Lines



03/02/2005

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

RIGHT NUMBER: 2-7179
NAME AND ADDRESS: LISA MERRITT
RT 1 BOX 186
MARSING ID 83639

BRENT MERRITT
RT 1 BOX 186
MARSING ID 83639

SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER
QUANTITY: 3.060 CFS
688.500 AFY
PRIORITY DATE: 11/14/1974
POINT OF DIVERSION:

T01N R03W S8 NESW Lot 3 Within OWYHEE County
Rights 2-7177 and 2-7178A are also diverted through the point of diversion described above.

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	3.060 CFS 688.50 AFY

The use of water for irrigation under this right may begin as early as March 1 provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION Within OWYHEE County

T01N R03W S18	SWNE	36.0	T01N R03W S18	SENW	37.0
T01N R03W S18	NWSE	40.0	T01N R03W S18	SWSE	40.0

153 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: License

This right when combined with all other rights shall provide no more than 4.5 afa per acre for irrigation of the lands above.

WATER RIGHT LICENSE

THIS IS TO CERTIFY, that FRANK GNEITING

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from 3/15 to 11/15	at 3.06 cfs and	688.5 AF
	from	cfs and	
	from	at cfs and	

(month and date inclusive)

Subject, however, to the condition that no more than 3.06 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed 688.5 acre feet per year, said waters to be diverted within the Lot 3 (NE1/4), Sec. 8, T1N, R3W, B.M. in the County of Owyhee

Description and location of place of use:

[illegible]

Total number of acres irrigated 153

This right when combined with all other rights shall provide no more than 4.5 afa per acre for the lands above.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, as provided by the laws of Idaho.

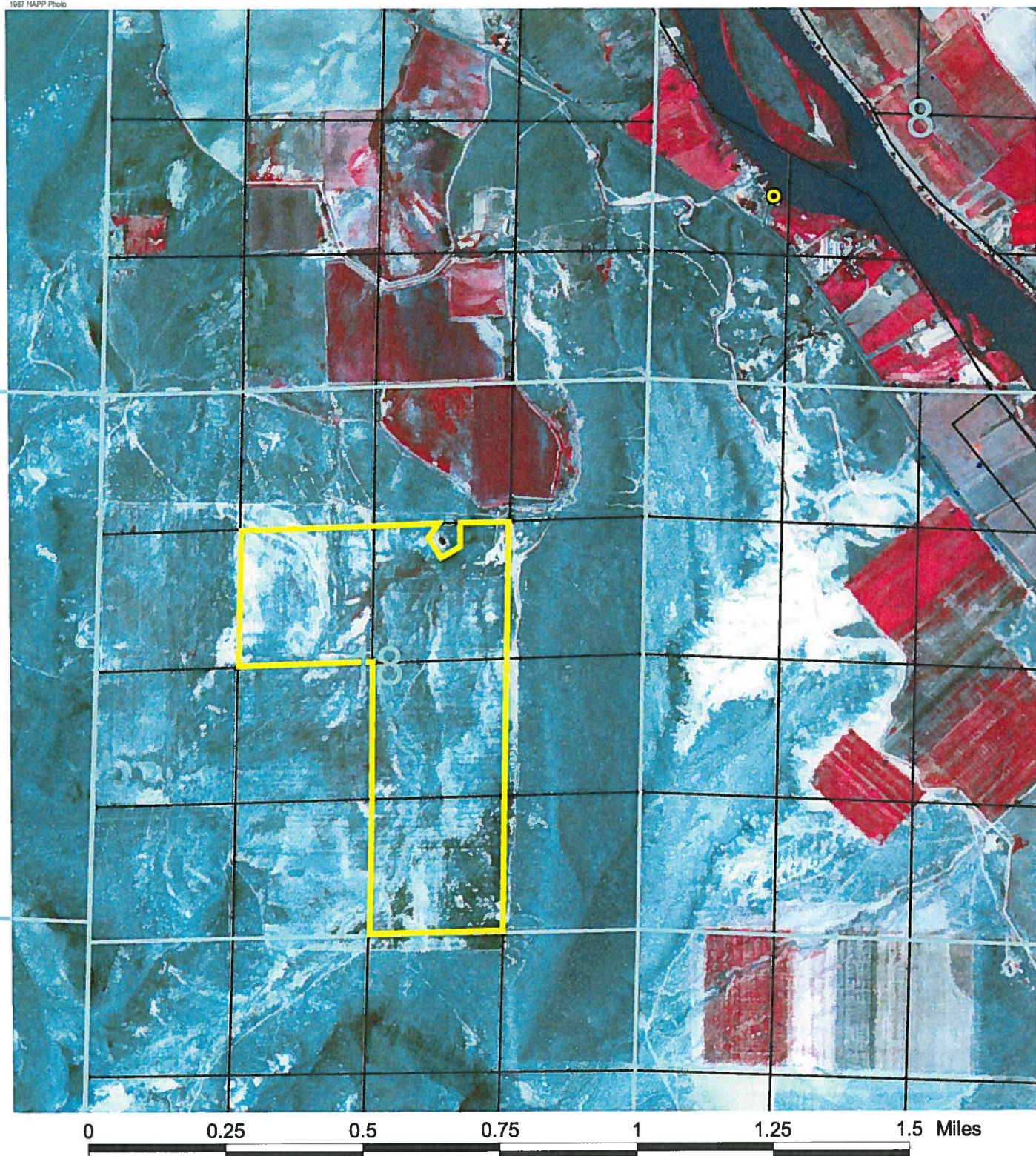
Witness the seal and signature of the Director, affixed at Boise, Idaho, this 29 day of
May 19 81

Director

DIRT

Idaho Department of Water Resources

1087 HAPP Photo



Claim Number: 02-07179
Legal: T01N, R03W, S8 & 18
Reviewed By: SJR 3/2/05

- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines



IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM/ID: 02-07179 Date: 5-10-02

	TNS	RNG	SEC	NE				NW				SW				SE				Sum
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Claim	1N	3W	18			36					37						40	40		153
-GIS						40					39						39	39		157
Claim																				
GIS																				
Claim																				
GIS																				
Claim																				
GIS																				

Number of POD's 1

Total Claimed Acres: 153

Overlapping FOU Claim #'s:

Total GIS Acres: 157

COMMENTS:

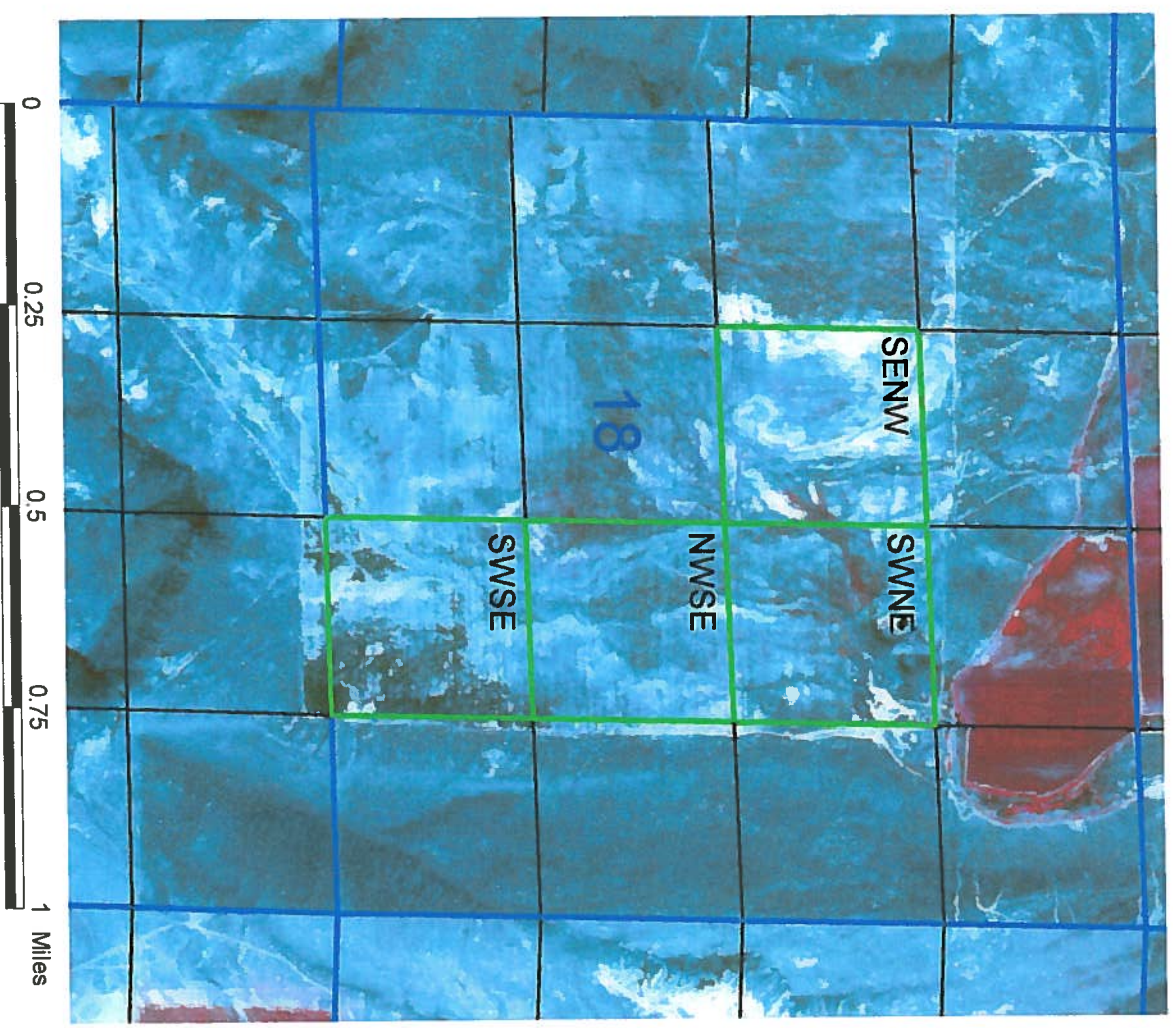
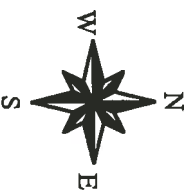
POU per claim map

POD per legal

Idaho Department of Water Resources

Claim Number: 02-07179
Legal: T01N, R03W, S18
Reviewed By:

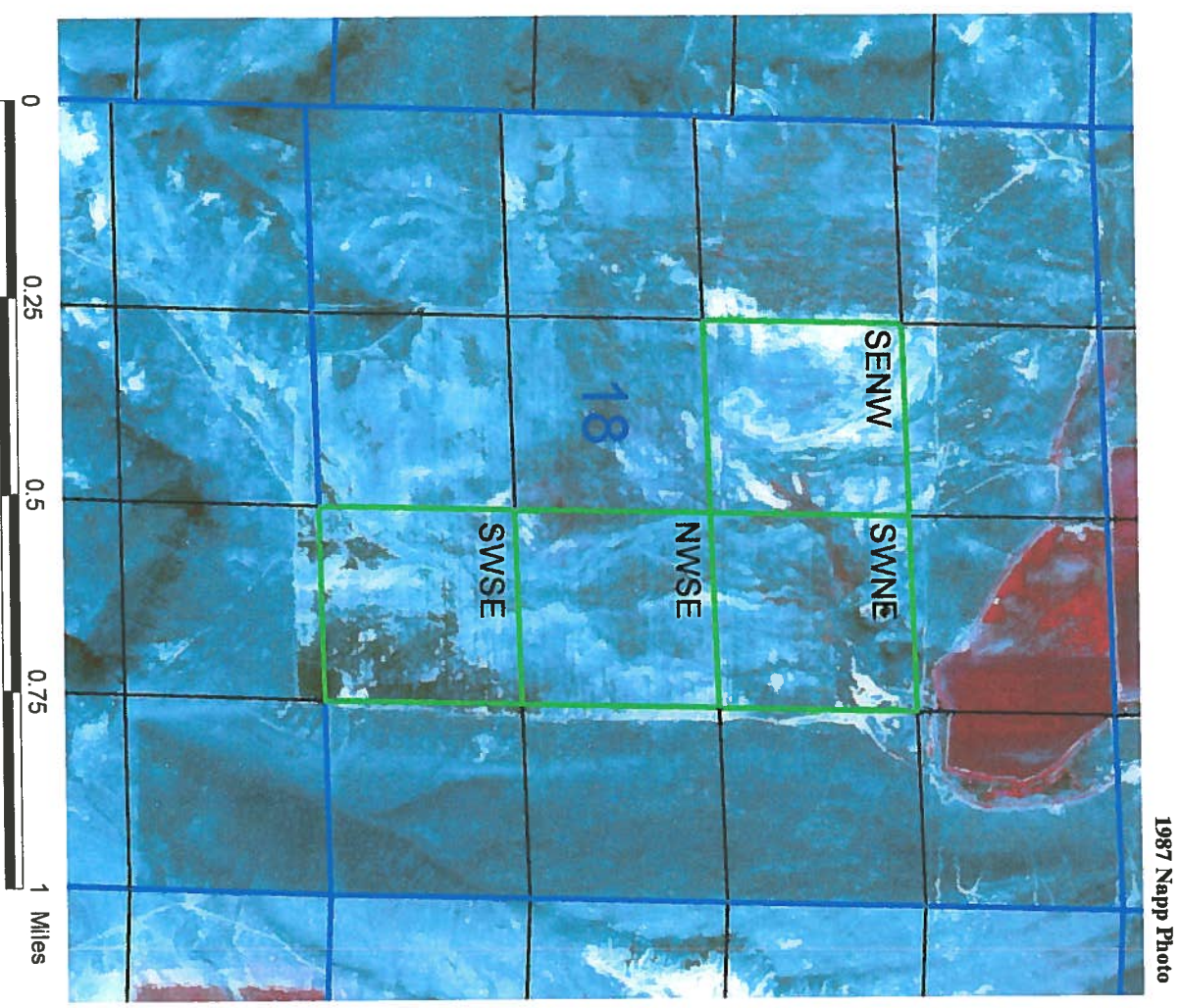
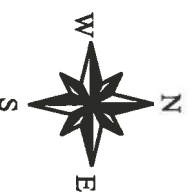
-  Point of Diversion
(Located Outside of View)
-  Place of Use
-  Section Lines
-  Quarter Quarter Lines



Idaho Department of Water Resources

Claim Number: 02-07179
Legal: T01N, R03W, S18
Reviewed By:

- Point of Diversion
(Located Outside of View)
- Place of Use
- Section Lines
- Quarter Quarter Lines



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: **A02-07179**
Date Received: 5/23/1990
Receipt No: C016966
Received By: _____

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

1. Name: BRENT MERRITT 208-896-4256
Address: RT 1 BOX 186
MARSING ID 83639
OR
Name: LISA MERRITT 208-896-4256
Address: RT 1 BOX 186
MARSING ID 83639

2. Date of Priority: NOV 14, 1974

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	03W	8	NE	SW		3	OWYHEE

5. Description of diverting works:
PUMPS, PIPE, DITCH, POND & SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.060		

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

8. Total consumptive use is 535.5 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	03W	18	SW	NE		IRR	36.0

MICROFILMED
AUG 16 1994

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	03W	18	SE	NW		IRR	37.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
Section Acres							153.0
Total Acres							153.0

11. Place of use in counties: OWYHEE

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

13. Other Water Rights Used:
NONE

14. Remarks:
OWNERSHIP CHANGED BY LH 4/27/94.

15. Basis of Claim: LICENSE

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: _____

MICROFILMED

AUG 16 1994

State of Idaho)
) SS.
County of _____)

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED

AUG 16 1994



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED
APR 25 1994

DATE OF CLOSING: 3/93

LEGAL DESCRIPTION OF PROPERTY: Township 1N Range 3N
Section 18, 1/4 of 1/4 of 1/4 Govt. Lot _____, BM.

Lot _____, Block _____, Subdivision/Townsite _____.

If you have additional legal descriptions, please attach separate sheet.

RECEIVED

APR 26 1994

WATER RESOURCES
WESTERN REGION

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s)
Assigned by IDWR:

A02-7178A, 7179

☐ Name and Address of Former
Owner/Claimant(s)(Seller):

LANDON

☒ New Owner/Claimant
(Purchaser):

Brent Merritt or Lisa Merritt

☒ New Mailing Address:

Rt. 1 Box 186

Marsing, Idaho 83639

☒ New Telephone Number:

(208) 896 - 4256

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

☒ Attach proof of
ownership, describe
proof attached:

Agreement of sale

(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)

Brent Merritt
Lisa Merritt

Date 1-25-94

Date 1-25-94

☐ 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: 4-27-94 By: KL

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: 4-27-94 By: KL

Claim Numbers of Split, if any:

MICROFILMED

AUG 16 1994

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

MEMORANDUM OF CONTRACT

NAME(S) OF SELLER: Richard A. Landon & Sandy Landon

NAME(S) OF PURCHASER Brent E. Merritt & Lisa Merritt
Address: Route 1, Box 186, Marsing, ID 83639

LEGAL DESCRIPTION OF PROPERTY:

Situated in the County of Owhyee, State of Idaho,

to-wit:

See Exhibit "A" attached hereto and by
this reference made a part hereof.

NOTICE IS HEREBY GIVEN that the above-named Seller has entered into an Agreement for Sale of Real Estate wherein the above-named Purchaser agreed to buy, and the Seller agreed to sell, the real property described above.

Pursuant to the terms of said contract, title has been reserved in the Seller until the Purchaser fully performs the contract, and a Warranty Deed has been placed in escrow for delivery to the Purchaser upon completion of such performance. The recording of said Warranty Deed at a future date shall be conclusive proof, as against the Seller, and Seller's heirs, personal representatives, successors, and assigns, that Purchaser has fully and completely performed all of the terms of said Agreement for Sale of Real Estate, and that Seller has no further right, title, or interest in and to the real property described above.

Also, pursuant to the terms of said Agreement for Sale of Real Estate, a Quitclaim Deed has been placed in escrow, to be delivered to the Seller in the event Purchaser shall default under the Agreement for Sale of Real Estate, and shall fail to cure said default within the time provided in the contract (the parties having agreed that time is of the essence of their agreement). The recording of such Quitclaim Deed conveying the right, title, and interest of Purchaser in the above-described property to Seller shall be conclusive proof, as against the Purchaser, and Purchaser's heirs, personal representatives, successors, and assigns, that Purchaser has defaulted in performance of said

MICROFILMED

AUG 16 1994

Agreement for Sale of Real Estate, and that procedures set forth in said contract for sending notice of default, rescission of the contract, and termination of Purchaser's rights to continue the purchase and to continue in possession of the property, have been fully and completely complied with by Seller, it being recognized and agreed that if Purchaser claims any defect in such notice of default or procedures, or if Purchaser claims any equitable interest in the property herein described, Purchaser shall and must commence a legal action to assert such claims, if any, prior to the expiration of the time provided in the contract for correcting defaults and delivery of said Quitclaim Deed by the escrow holder to the Seller, and that unless such action is so commenced within said period of time, all such claims are waived by Purchaser.

DATED this 16th day of March, 1993.



Sandy Landon
--Sellers--

Brent E. Merritt

Brent E. Merritt
--Purchasers--

STATE OF IDAHO)
) ss.
County of Owyhee)

On this 16th day of March, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD A. LANDON and SANDY LANDON, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

MICROFILMED

AUG 16 1994

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



*SEAL

Nicholas K. Jhli
NOTARY PUBLIC FOR IDAHO
Residence: Murphy, ID
My Commission Expires: 1/31/94

STATE OF IDAHO)
County of Owyhee) ss.

On this 16th day of March, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared BRENT E. MERRITT and LISA MERRITT, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing 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.



Nicholas K. Jhli
NOTARY PUBLIC FOR IDAHO
Residence: Murphy, ID
My Commission Expires: 1/31/94

INDEXED
MICROFILMED

RECEIVED
BY Barbara Jayo
DEPUTY
CLERK OF DISTRICT COURT
OWYHEE COUNTY RECORDER
MAR 16 PM 3 21

FILED-RECORDED

MICROFILMED

AUG 16 1994

209857

IN TOWNSHIP 1 NORTH, RANGE 3 WEST, B. M., OWYHEE COUNTY,
IDAHO

Section 18: Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$), Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$), E $\frac{1}{2}$ SW $\frac{1}{4}$,
SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$,

SW $\frac{1}{4}$ NE $\frac{1}{4}$ LESS the following parcel of land:

BEGINNING at the NW corner of SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec.

18, T1N, R3W, B. M.; thence South 89°56' East along the
North boundary line of SW $\frac{1}{4}$ NE $\frac{1}{4}$, a distance of 370.0 feet to
the TRUE POINT OF BEGINNING; thence South 32°57' East a
distance of 511.0 feet to an iron pin; thence North
55°21'15" East a distance of 752.5 feet to the North
boundary line of SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence North 89°56' West along the
North boundary line of SW $\frac{1}{4}$ NE $\frac{1}{4}$, a distance of 897.0 feet to
the POINT OF BEGINNING.

EXHIBIT "A"

MICROFILMED

AUG 16 1994

ESCROW INSTRUCTIONS TO: IHLI TITLE & ESCROW COMPANY, INC.

1. The undersigned, in consideration of the premises and the consent of Ihli Title to act as holder of the escrow deposited herewith, have agreed and hereby agree that said Corporation shall receive compensation for acting as escrowholder an initial filing fee of \$ 40.00 plus \$ 2.00 per thousand of the original escrow balance and a monthly service charge. The minimum annual service charge shall be \$ 24.00 and the parties hereto shall be jointly and severally liable therefore. In the event said escrowholder shall be required to divide the payments, other than the initial disbursement of payment, an additional minimum charge of \$ 3.00 shall be allowed for each division of each payment. There will be an additional filing fee, the amount to be determined by the escrowholder, for any subsequent assignments, amendments or other documents placed with this escrow.

The escrowholder reserves the right to increase the collection charges and the charge for the division of payments on this Escrow at any time by giving written notice of such license to the parties to this escrow by regular mail at the last address left with the escrowholder.

Ihli Title reserves the right at any time to resign as escrowholder in which event the undersigned parties or their successor-in-interest, at their expense, shall promptly select a new or substitute escrowholder to whom Ihli Title may deliver the escrow documents at no cost to Ihli Title. In the event the undersigned parties have not selected a new or substitute escrowholder within thirty (30) days of the resignation of Ihli Title, the new or substitute escrowholder may be selected by Ihli Title and any cost associated therewith may be deducted from the next payment made on this escrow.

2. It is expressly understood between the parties hereto that said company is to be considered and held as a depositary only, and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority, or rights of any person executing the same; also, that said company assumes no responsibility, nor is it to be held liable as to the condition of the title to any of the property involved herein; nor as to any assessments, liens or encumbrances against said property; and that its duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as such escrowholder, and for the delivery of the same in accordance with these written escrow instructions; it is further agreed that the company shall in no case or event be liable for the failure of any of the conditions of this escrow or damage or loss caused by the exercise of the company's discretion in any particular manner, or for any other reasons, except gross negligence or willful misconduct with reference to the said escrow.

3. In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and demands being made by them or any of them, in connection herewith, upon the escrowholder, said escrowholder shall be entitled at its option to refuse to comply with said demands so long as such disagreement shall continue; and in so refusing, said escrowholder may refuse to deliver any monies, papers or property involved in or affected by this escrow; and in so refusing, the escrowholder shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, that the escrowholder shall be entitled to continue to so refrain to act until; a. the parties hereto have reached an agreement in their differences and shall have notified the escrowholder in writing of such agreement, or b. the rights of the parties have been duly adjudicated by a Court of competent jurisdiction.

4. In the event of any disagreement between the parties hereto, or demands or claims being made upon the escrowholder by the parties hereto or interested herein or by any other party, said escrowholder shall have the right to employ legal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the papers held in connection herewith; and the parties hereto shall be jointly and severally liable to the escrowholder for any and all attorney's fees, costs, and disbursements incurred by said escrowholder in connection herewith, and upon demand shall forthwith pay the same to the escrowholder.

5. Any payment made hereon other than in cash shall be credited on this escrow conditionally, pending the escrowholder's receipt of available funds at par. Should the escrowholder disperse the buyers payment to the seller and the buyers payment, in whatever form it is made, is dishonored for any reason the seller agrees to return the amount of the payment to the escrowholder who shall cancel the payment from the records. In the event the seller does not return the payment, the escrowholder may retain the proceeds of the next payment for reimbursement or take any other appropriate action to recover from either the buyer or seller the amount dispersed together with all costs and attorney fees incurred with collection.

6. In the event that the Sellers shall declare a Default they shall cause to be delivered to the escrowholder, Notification of Default, in duplicate, and as many additional copies as the escrowholder may deem necessary, with instructions to the escrowholder to mail the original of the Notice to the Buyer by registered or certified mail. The duplicate Notice shall be retained with the escrow file.

7. Notices or other written communications placed in the United States mail, postage prepaid and addressed to the undersigned, or any of them, at their or his post office address, shall be deemed to have been given to them or him on the date of mailing.

8. It shall be the duty of the parties hereto to keep the escrow department of the escrowholder advised of any change of address. Such advice shall sufficiently identify the escrow concerned and the parties involved and shall be mailed by certified or registered mail with return receipt requested to the escrow department of the escrowholder and to all parties concerned. All notices given pursuant to the terms of any document placed in this escrow must be given through the escrowholder as hereinabove provided at the expense of the party giving notice and the escrowholder shall not be required to recognize service of notice given in any other manner. The escrowholder shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice and mailing requirements.

9. The Buyer agrees that should a Notification of Default be forwarded to them as set forth above, that, unless they advise the escrowholder in writing, within the time allowed in the contract for correction of default, that the terms of the contract are not in default or that the default has been satisfied, the escrowholder shall not be or become liable to the Buyers for the delivery of the escrowed papers to the Sellers.

10. Sellers agree that should a default be declared and Buyers subsequently deposit any monies or papers with the escrowholder to cure said default, the escrowholder may, at its option, refuse to release said monies or papers to the Sellers until the Sellers acknowledge to the escrowholder that the default is satisfied or cancelled.

11. In the event that this escrow is cancelled or forfeited, it is agreed that the escrowholder may return the documents to any of the sellers, his heirs, executors, administrators or assigns on demand. The escrowholder may retain the contract, amendments thereto, the escrow instruments, and any assignments or correspondence which it may have received in connection with said escrow.

14. Check one: ☒ Buyers are given the privilege of prepaying any payment due under said contract at any time.
☐ Buyers are not given the privilege of prepaying any payment due under said contract at any time.
15. Interest at the rate of 9.0 on \$160,000.00 percent per annum shall commence March 16, 1993 and shall be computed on the unpaid principle balance to date of payment each time a payment is made. \$25,000.00 shall be interest free.
16. Check one: ☒ All payments shall be credited first to the interest then due, and the balance to the principle.
☐ Interest shall be paid in addition to principle payments. Except for \$25,000.00, which shall be interest free.
17. When you have received the unpaid principle of \$ 185,000.00, and interest for Sellers, you shall deliver all of the above documents except the contract, subsequent assignments, supplemental agreements, and escrow instructions, to any of the Buyers, or his order, and thereby, close your escrow.

18. Until further written notice to you, signed by each of the Sellers, payments as received on this escrow shall be disposed of as follows:

Credit checking account of: _____

Credit savings account of: _____

Other instructions: Mail to: Richard A. Landon and Sandy Landon
3291 E. 100 N. , Rigby, Idaho 83442
or new address to be given.

19. Any instrument or document placed in escrow herewith at this time, or hereafter, is accepted upon the condition that the escrowholder may at its option for any reason, within 15 days from the deposit of such instrument, refuse to accept the same; in which event the escrowholder shall notify all parties hereto in writing of such refusal and shall return such instruments, together with the fee paid in connection therewith to the party or parties depositing the same.

20. It shall be the sole responsibility of the buyer and seller to see that insurance is kept in force on the property and that Real Property taxes are paid in the proper manner and the escrowholder shall have no responsibility or liability for lack of insurance or lack of payment of taxes.

21. The escrowholder shall have a lien upon all monies, papers and properties held by it in connection herewith for any fees, costs and expenses due it hereunder.

22. In case any party shall assign his rights under any documents deposited hereunder, should any party create in a third party any right, interest, lien or encumbrance under any document deposited hereunder or in the property covered by these escrow instructions, if such assignment or creation of rights in a third party is made without payment of the escrowholder's filing fee, the escrowholder, as a matter of accommodation to the parties will make a reasonable effort to comply with such assignment or creation of rights upon satisfactory notification given to it. The escrowholder shall not, however, be bound by any such notification given it by a party hereto or a third party and shall under no circumstances and in no manner be liable to the parties hereto on any third party and shall under no circumstances and in no manner be liable to the parties hereto on any third party, for any damages arising out of or related to its acts connected with such assignment or creation of rights. The escrowholder shall not be held to notice of any restrictions upon or prohibition against any such assignment or creation of rights contained in any document deposited hereunder.

23. We have read the foregoing instructions, understand the contents thereof, and agree that Ihli Title in administration of this escrow, is bound only and solely by the foregoing written instructions, and such further written and signed instructions as we may, hereafter, deliver to said company and the same be accepted by it in writing.

24. Ihli Title assumes no responsibility for determining that the parties to this escrow have complied with the requirements of the Truth in Lending, Consumer Credit Protection Act (Public Law 90-321), or similar laws.

IN WITNESS WHEREOF, The undersigned have hereunto set their hands and seals the 16th day of March, 1993

SIGNATURES

X [Signature]
Richard A. Landon
 Social Security Number 519-60-7206

X [Signature]
Sandy Landon
 Social Security Number 519 72-1022

X [Signature]
Brent E. Merritt
 Social Security Number 518-88-4771

X [Signature]
Lisa Merritt
 Social Security Number 519 76 9445

X _____
 Social Security Number 1661 91 904

X _____
 Social Security Number _____

COMPLETE ADDRESS (Please Print):

3291 E 100 N, Rigby, Idaho
 Zip 83442

3291 E 100 N,
Rigby, Idaho Zip 83442

Route 1, Box 186
Marsing, ID Zip 83639

Route 1, Box 186
Marsing, ID Zip 83639

 Zip _____

 Zip _____

25. The undersigned association hereby acknowledges receipt of the documents and property described in the foregoing agreement, and agrees to hold and dispose of the same in accordance with the instructions and upon the terms and conditions above set forth.

Date Received 3-19-93 By Nick Ihli

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: A02-07179
Date Received: 5/23/1990
Receipt No: C016966
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RICHARD A. LANDON 208-754-4576
Address: 393 E. 200 NORTH
RIGBY, ID 83442

OR

Name: SANDY LANDON 208-754-4576
Address: 393 E. 200 NORTH
RIGBY, ID 83442

2. Date of Priority: NOV 14, 1974

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	03W	8	NE	SW		3	OWYHEE

5. Description of diverting works:
PUMPS, PIPE, DITCH, POND & SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.060		

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

8. Total consumptive use is 535.5 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	03W	18	SW	NE		IRR	36.0

A02-07179

Page 1

Date: 12/11/90

MICROFILMED

AUG 10 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	03W	18	SE	NW		IRR	37.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0

Section Acres 153.0

Total Acres 153.0

11. Place of use in counties: OWYHEE

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: LICENSE

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 _____

RECEIVED

AUG 31 1990

CHANGE IN OWNERSHIP OF NOTICE OF CLAIM

Department of Water Resources
Western Regional Office

[] Water Right Number(s): A02-07179

[] Name and Address of
Former Claimant: Frankie K. Gneiting
700 E. Fairview, Space 125
Meridian ID 83642

[] New Claimant(s): Richard A. & Sandy Landon

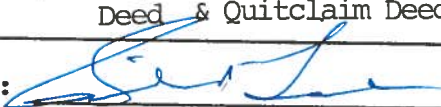
[] New Mailing Address: 393 E. 200 North
Rigby ID 83442

New Telephone Number: (208) 754 - 4576

[] Does the change in ownership result in a splitting of the
water right claimed? yes X no

If yes, then describe the portion of the water right that is
now claimed by the new owner:

[] Attach proof of ownership
Describe proof attached: Deed & Quitclaim Deed

[] Signature of New Claimant(s): 

Sandy Landon

Date: _____

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:

MICROFILMED

AUG 10 1992

WARRANTY DEED

For Value Received TERESA L GNEITING ROWE, a married woman
dealing as her sole and separate property

the grantor , does hereby grant, bargain, sell and convey unto
RICHARD A. LANDON and SANDY LANDON, husband and wife

the grantees , whose current address is, 5393 E. 200 North, Rigby, ID 83442
the following described premises, to-wit:

PARCEL NO. I:

IN TOWNSHIP 1 NORTH, RANGE 3 WEST, B. M., OWYHEE COUNTY, IDAHO

Section 18: SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$

SW $\frac{1}{4}$ NE $\frac{1}{4}$ LESS the following parcel of land:

BEGINNING at the NW corner of SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 18,
T1N, R3W, B. M.; thence South 89°56' East along the North
boundary line of SW $\frac{1}{4}$ NE $\frac{1}{4}$, a distance of 370.0 feet to the TRUE
POINT OF BEGINNING; thence South 32°57' East a distance of 511.0
feet to an iron pin; thence North 55°21'15" East a distance of
752.5 feet to the North boundary line of SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence North
89°56' West along the North boundary line of SW $\frac{1}{4}$ NE $\frac{1}{4}$, a distance
of 897.0 feet to the POINT OF BEGINNING.

PARCEL II:

IN TOWNSHIP 1 NORTH, RANGE 3 WEST, B. M., OWYHEE COUNTY, IDAHO

Section 18: Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$), Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$), E $\frac{1}{2}$ SW $\frac{1}{4}$

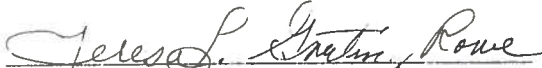
SUBJECT TO exceptions and reservations contained in patents from
the United States.

SUBJECT TO all easements, restrictions and reservations of record and
of use.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees ,
their heirs and assigns forever. And the said Grantor does hereby covenant to and
with the said Grantees, that she is the owner in fee simple of said premises; that said
premises are free from all incumbrances except taxes and assessments for the year
1990 and all subsequent years.

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

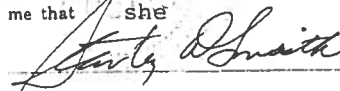
Dated: August 6, 1990


Teresa L. Gneiting Rowe

STATE OF IDAHO, COUNTY OF Owyhee

On this 6th day of August, 1990,
before me, a notary public in and for said State, personally
appeared Teresa L. Gneiting Rowe

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to
me that she executed the same.



Notary Public

Residing at Wilder
Comm. Expires 7-10-93

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at
the request of

at _____ minutes past _____ o'clock m.,
this _____ day of _____,
19 _____, in my office, and duly recorded in Book
of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy.
Fees \$ _____
Mail to: _____

INSTRUMENT No.

MICROFILMED

AUG 10 1992

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: A02-07179
Date Received: 5/23/1990
Receipt No: CO16966
Received By: CA

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: FRANKIE K. GNEITING 208-888-7573
Address: 700 E. FAIRVIEW, SPACE 125
MERIDIAN, ID 83642

2. Date of Priority: NOV 14, 1974

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01N	03W	8		NE	SW	3	OWYHEE

5. Description of diverting works:
PUMPS, PIPE, DITCH, POND & SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.060		

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

8. Total consumptive use is 535.5 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01N	03W	18	SW	NE		IRR	36.0
			SE	NW		IRR	37.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	153.0
					Total Acres	153.0

11. Place of use in counties: OWYHEE

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: LICENSE

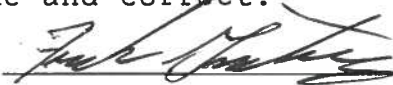
16. Signature(s)

(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: -1-

For Individuals:

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

Signature of Claimant(s):  Date: 5-28-90

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 23rd day

of May 19 90

Carter Fritschle
Notary Public

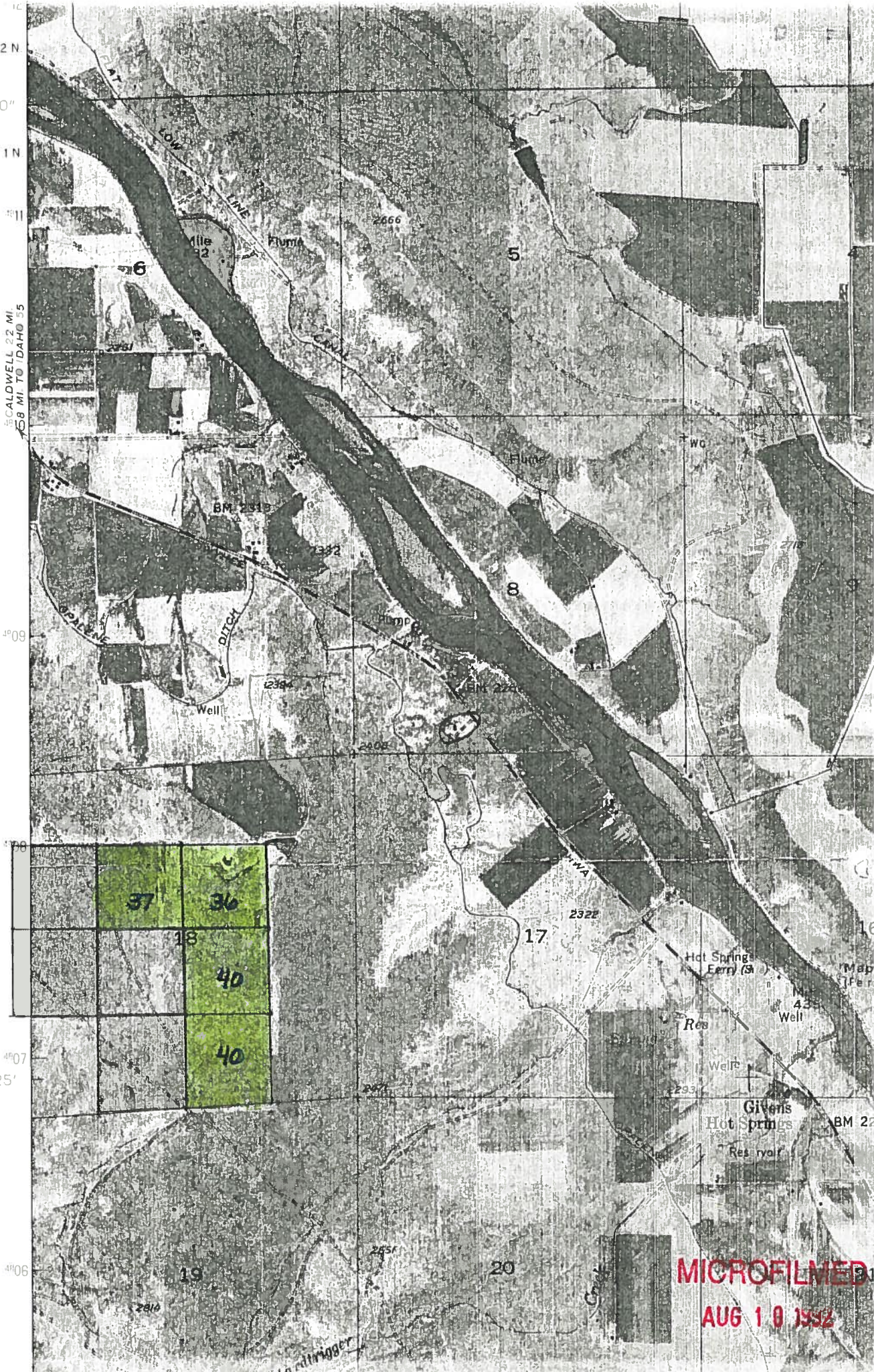
Seal

Residing at Carter Fritschle, Notary Public
Residing at Eagle, Idaho
My Commission Expires March 21, 1994

12N

7IN

T. 2 N
27' 30"
T. 1 N
Caldwell 22 MI.
58 MI. TO IDAHO 55
40' 09"
40' 07"
25'
40' 06"



T 1N
C 3W

AD2-07179

MICROFILMED
AUG 10 1992



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

April 28, 1994

Re: Notices of Claim to a Water Right Nos. A02-07178A, A02-07179

Brent Merritt
Lisa Merritt
Rt. 1 Box 186
Marsing, ID 83639

Mr. & Mrs. Merritt:

Enclosed are copies of the above referenced claims which reflect the change in ownership of the land and appurtenant water rights covered under the original filings.

The Department will contact you in the future concerning any requirements that may be needed in order to process these claims for final court decree.

If you have any questions concerning the enclosed claims, please feel free to contact this office.

Sincerely,

Adjudication Staff
Department of Water Resources
Western Region Office
(208) 334-2190

LH:1

cc: Richard & Sandy Landon

MICROFILMED

AUG 16 1994



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705 - (208) 334-2190

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

Date 12-11-90

[Richard or Sandy Landon]
393 E. 200 North
[Rigby, ID 83442]

Notice of Claim No.(s) A02-07179, A02-07178A

Dear Claimant:

Enclosed is a copy(s) of the above referenced claim(s) which reflect the change in ownership of the land and appurtenant water rights covered by this claim(s).

The Department will contact you in the future concerning any requirements that may be needed in order to process this claim(s) for final court decree.

If you have any questions concerning the enclosed claim(s), please feel free to contact this office.

Sincerely,

Linda A. Werner
Linda A. Werner
Sr. Water Resource Agent

Enclosure(s)

MICROFILMED

AUG 10 1992

Date Received 5-23-90 CS

State of Idaho
Department of Water Resources
REQUEST FOR EXTENSION OF TIME
TO FILE ADJUDICATION CLAIM(S)

The Idaho Department of Water Resources will consider this form as a request by the claimant for an additional period of time in which to file claim(s) beyond the 90 days allowed by Section 42-1409(10), Idaho Code.

Name of Claimant FRANKIE K. GNEITING (78) 888-7573
Phone Number
Mailing Address 700 EAST FAIRVIEW #125 MERIDIAN, IDAHO 83642
City State Zip
County(s) where place of use is located Owyhee Date claim originally due 1-19-89

02-07179
Identify water right(s) for which extension is requested

State why an extension of time is requested explaining how a diligent effort has been made to meet the deadline:

NOT NOTIFIED BY MAIL / due to divorce, exwife
MOVED to RENO, NEVADA.

Claimant requests an extension to May 23, 19 90
[Signature] 5-23-90, 19 19
Signature Date of request

Title

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

The above request for extension of time is hereby [☒ granted] [☐ denied] for the following reasons:

Notice was not mailed to this address.

and if granted the filing deadline is extended to May 23, 19 90
Signed this 2 day of June, 19 90

[Signature]
Director or his designated agent

DAVID B. SHAW

Mail to: Idaho Department of Water Resources
1301 N. Orchard St.
Boise, ID 83706

MICROFILMED

AUG 10 1992

4/5/1989

SRBA CLAIMS RECEIVING CHECKLIST #2

CLAIMANT'S NAME

Gueiting

CLAIM IDENT. NO.

A02-0779

DATE RECEIVED

5/23/90

CK #

0016966

AMOUNT \$

203.00

YES

NO

Required
Info?

1. Is the name and address complete with zip code? ☒ YES ☐ NO ☐ *
2. Is a priority date entered? ☒ YES ☐ NO ☐ *
Is the priority date acceptable in view of mandatory filing dates?
See Adjudication Memos #1 and #4 to determine if a Permit is required. ☒ YES ☐ NO ☐ *
3. (a) Is a source entered? ☒ YES ☐ NO ☐ *
(b) Is a tributary to entered? (if required) ☒ YES ☐ NO ☐ *
4. Is the legal description of the p.d. sufficient? ☒ YES ☐ NO ☐ *
5. Is there a description of the diverting works? ☒ YES ☐ NO ☐ *
6. Are the water uses appropriate for the form? The short form is limited
to domestic and stockwater uses with direct diversion. All claims that
include storage or instream stockwater must use long form. ☒ YES ☐ NO ☐ *
Is the period of use included? ☒ YES ☐ NO ☐ *
Is a quantity claimed for each use? ☒ YES ☐ NO ☐ *
7. Is a total quantity claimed entered? ☒ YES ☐ NO ☐ *
8. If required is a consumptive use entered? ☒ YES ☐ NO ☐ *
Is the consumptive use correct? ☒ YES ☐ NO ☐ *
9. Are the non-irrigation uses listed properly? If this claim is on the
short form, and more than one domestic use is listed, single owner-
ship must be stated. If not under single ownership, see
Adjudication Memo # 4. ☒ YES ☐ NO ☐ *
10. Is (are) the place(s) of use and purpose(s) indicated? ☒ YES ☐ NO ☐ *
11. Is (are) the county(ies) entered? ☒ YES ☐ NO ☐ *
12. Is the ownership of p.u. checked? ☒ YES ☐ NO ☐ *
13. Are other water rights listed or "none" indicated? ☒ YES ☐ NO ☐ *
14. If required, are remarks correct? (If the claimant does not own
the place of use, authority for filing the claim must be
explained in the remarks.) ☒ YES ☐ NO ☐ *
15. Is the basis of the claim indicated? ☒ YES ☐ NO ☐ *
16. If the claimant requested a monthly docket sheet, is payment enclosed?
(If yes, describe payment status in "Comments" below.) ☒ YES ☐ NO ☐ *
17. Is the claim signed by the claimant, and is the signature appropriate?
Organizations must complete the organization block. ☒ YES ☐ NO ☐ *
18. Has the claim been signed, sealed, and dated by a notary? ☒ YES ☐ NO ☐ *
19. Was this claim filed on time, or was an extension granted? ☒ YES ☐ NO ☐ *
20. Is the fee enclosed correct? ☒ YES ☐ NO ☐ *
21. If this claim is based on an existing water right, has the
identification number been entered? ☒ YES ☐ NO ☐ *
22. Should this claim be data entered? ☒ YES ☐ NO ☐ *

Claim checked by: [Signature]

Date:

6/6/90

Claim must be returned to claimant:

(Yes) ☒ (No) ☐

Claimant must be notified of modifications:

(Yes) ☒ (No) ☐

Receipt Prepared by:

Claim data entered by:

Sent to claimant by:

Date:

Date: 5/23/90

Checked by:

Date:

Comments:

MICROFILMED

AUG 10 1991

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IN THE MATTER OF THE GENERAL DETER-
MINATION OF RIGHTS TO THE USE OF
SNAKE RIVER FROM BASE OF MILNER
DAM TO OREGON ~~XXXXXXXXXX~~
BORDER. ~~DRAINAGE BASIN.~~

NOTICE OF CLAIM TO A WATER RIGHT

02-7179	
I.D. No. 00	Map No.
\$ 10.00	# 27803
Fee Paid	Receipt No.

Notice is hereby given that Frank Gneiting

(Name of Claimant)

Star Rt., Box 106D, Melba, ID 83641

(Mailing Address)

(Zip Code)

Telephone No. 896-4852

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use, or priority date of decreed, licensed or permit right) November 14, 1974
- (2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water) Snake River tributary to Columbia River
- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:
- | | | |
|--|--|---|
| Quantity <u>3.06</u>
(CFS, GPD, AF) | Use <u>Irrigating</u>
(Domestic, irrigation, stock, etc.) | Period of Use From <u>3/15</u> To <u>11/15</u>
(Mo., Day) (Mo., Day)
(Both dates inclusive) |
| Quantity _____
(CFS, GPD, AF) | Use _____
(Domestic, irrigation, stock, etc.) | Period of Use From _____ To _____
(Mo., Day) (Mo., Day)
(Both dates inclusive) |
| Quantity _____
(CFS, GPD, AF) | Use _____
(Domestic, irrigation, stock, etc.) | Period of Use From _____ To _____
(Mo., Day) (Mo., Day)
(Both dates inclusive) |
| Quantity _____
(CFS, GPD, AF) | Use _____
(Domestic, irrigation, stock, etc.) | Period of Use From _____ To _____
(Mo., Day) (Mo., Day)
(Both dates inclusive) |
- (4) 3.06 TOTAL QUANTITY CLAIMED.
(CFS, GPD, AF)
- (5) A) Point of Diversion: Give location of point where water is diverted from its source NW NE NW 1/4 SW Lot 3
Sec. 8, Twp. 1N, Rge. 3W, B.M., Owyhee County
Additional Points: SCI 2720(1) 433.4
- B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change.
pump and pipeline
- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>1N</u>	<u>3W</u>	<u>18</u>			<u>36</u>					<u>37</u>						<u>40</u>	<u>40</u>		<u>153</u>

Total no. of acres 153

B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

NOTE: Include here the type and number of stock watered:

- (7) If you are claiming water as a member of an organization, list name of organization:
- (8) Remarks This right when combined with all other rights shall provide no more than 4.5 afa per acre for the lands above. Maximum diversion rate shall not exceed 7.4 cfs when this is combined with its
- (9) Basis of claim (Check one)
- ☐ A) Right based on diversion and beneficial use.
- ☐ B) Right decreed by court, cite title of case.
- ☒ C) Right based on application, permit, license, or previous statutory claim filed with the Idaho Department of Water Resources. Give No. 02-7178A & 02-7177

KEYPUNCHED

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

IN THE MATTER OF THE GENERAL DETER-
MINATION OF RIGHTS TO THE USE OF _____
SNAKE RIVER FROM BASE OF MILNER
DAM TO OREGON
DRAINAGE BASIN.

NOTICE OF CLAIM TO A WATER RIGHT

02-7179 I.D. No.	Map No.
\$ 10.00 Fee Paid	# 27803 Receipt No.

Notice is hereby given that Frank Gneiting
(Name of Claimant)

Star Rt., Box 106D, Melba, ID 83641 Telephone No. 896-4852
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use, or priority date of decreed, licensed or permit right) X November 14, 1974
- (2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water) Snake River tributary to Columbia River
- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:
- | | | |
|--|--|---|
| Quantity <u>3.06</u>
(CFS, GPD, AF) | Use <u>Irrigating</u>
(Domestic, irrigation, stock, etc.) | Period of Use From <u>2/15</u> To <u>11/15</u>
(Mo., Day) (Mo., Day)
(Both dates inclusive) |
| Quantity _____
(CFS, GPD, AF) | Use _____
(Domestic, irrigation, stock, etc.) | Period of Use From _____ To _____
(Mo., Day) (Mo., Day)
(Both dates inclusive) |
| Quantity _____
(CFS, GPD, AF) | Use _____
(Domestic, irrigation, stock, etc.) | Period of Use From _____ To _____
(Mo., Day) (Mo., Day)
(Both dates inclusive) |
| Quantity _____
(CFS, GPD, AF) | Use _____
(Domestic, irrigation, stock, etc.) | Period of Use From _____ To _____
(Mo., Day) (Mo., Day)
(Both dates inclusive) |
- (4) 3.06 TOTAL QUANTITY CLAIMED.
(CFS, GPD, AF)
- (5) A) Point of Diversion: Give location of point where water is diverted from its source NE 1/4 SW Sec. 8, Twp. 1N, Rge. 3W, B.M., Owyhee County
Additional Points: _____
B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. pump and pipeline
- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
1N	2E	10								37						40	40		153

Total no. of acres 153

B) If water is used for other than irrigation, fully describe that use, being as specific as possible: _____

NOTE: Include here the type and number of stock watered: _____

- (7) If you are claiming water as a member of an organization, list name of organization: _____
- (8) Remarks This right when combined with all other rights shall provide no more than 4.5 acs per acre for the lands above.
- (9) Basis of claim (Check one) ☐ A) Right based on diversion and beneficial use.
☐ B) Right decreed by court, cite title of case. _____
☒ C) Right based on application, permit, license, or previous statutory claim filed with the Idaho

State of Idaho
Department of Water Resources

ADJUDICATION CLAIM
REPORT OF EXAMINERS

Claim No. 02-7174

1. Name of Applicant Frank Dneiting

2. Priority 11/14/74

3. Source of Water Snake R.

4. (Quantity) (Domestic, Irri., Stock Water, etc.) (Period of Use)
_____ cfs Use _____ From _____ to _____

3.06 cfs Use 9/15 From 3/15 to 11/15

_____ cfs Use _____ From _____ to _____

5. Location of Point of Diversion: L3 ^{NW} NW SW of Section 8

Twp. 14, Rge. 3W, County of Owyhee

6. Describe Diversion Works: 1-75 1-25 1-100 HP motor

20" steel penstock

7. Describe Location of Use:

TWP	RGE	SEC	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SE $\frac{1}{4}$				SW $\frac{1}{4}$ SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
<u>14</u>	<u>3W</u>	<u>18</u>			<u>36</u>				<u>37</u>							<u>40</u>	<u>40</u>		<u>153</u>

TWP. RGE. COUNTY SCALE: 1" = 1 MILE

8. Purpose other than irrigation:

State of Idaho
Department of Water Resources

ADJUDICATION CLAIM ANALYSIS SHEET

Review by JKV

Date 6/2/83

Right No. 02-7179

Claimant Frank Snitting

Recommendation differs from claim:
(Document any differences)

☐ Yes ☒ No ☐ Disallow

Claim Details Verified Against:

Check (X or ✓) those searched. Circle records used for recommendation.
Include copies or memos where applicable to explain findings.

☒ License

☐ Previous Statutory Claim.

☐ Permits, valid or lapsed. Number(s) if different than above _____

☐ Decree. Name & date _____

☐ Conveyance Loss Calculations. See printout included.

☐ Title abstract. ☐ In file. Or, Name & location _____

☐ County records. ☐ In file. Or, Name & location _____

☐ Affidavits. ☐ In file.

☐ Posted Notices, Water Locations Notices. ☐ In file.

☐ Deed Records. ☐ In file. Or, Name & location _____

☐ Patent Records. ☐ In file. Or, Name & location _____

☐ Metzker Maps. Identify _____

☐ A.S.C.S. Records. Year & Photograph No. 1977

☐ Irrigation Company/District Records. ☐ In file. Or Name & location _____

☐ Historical Books. Name(s) & location _____

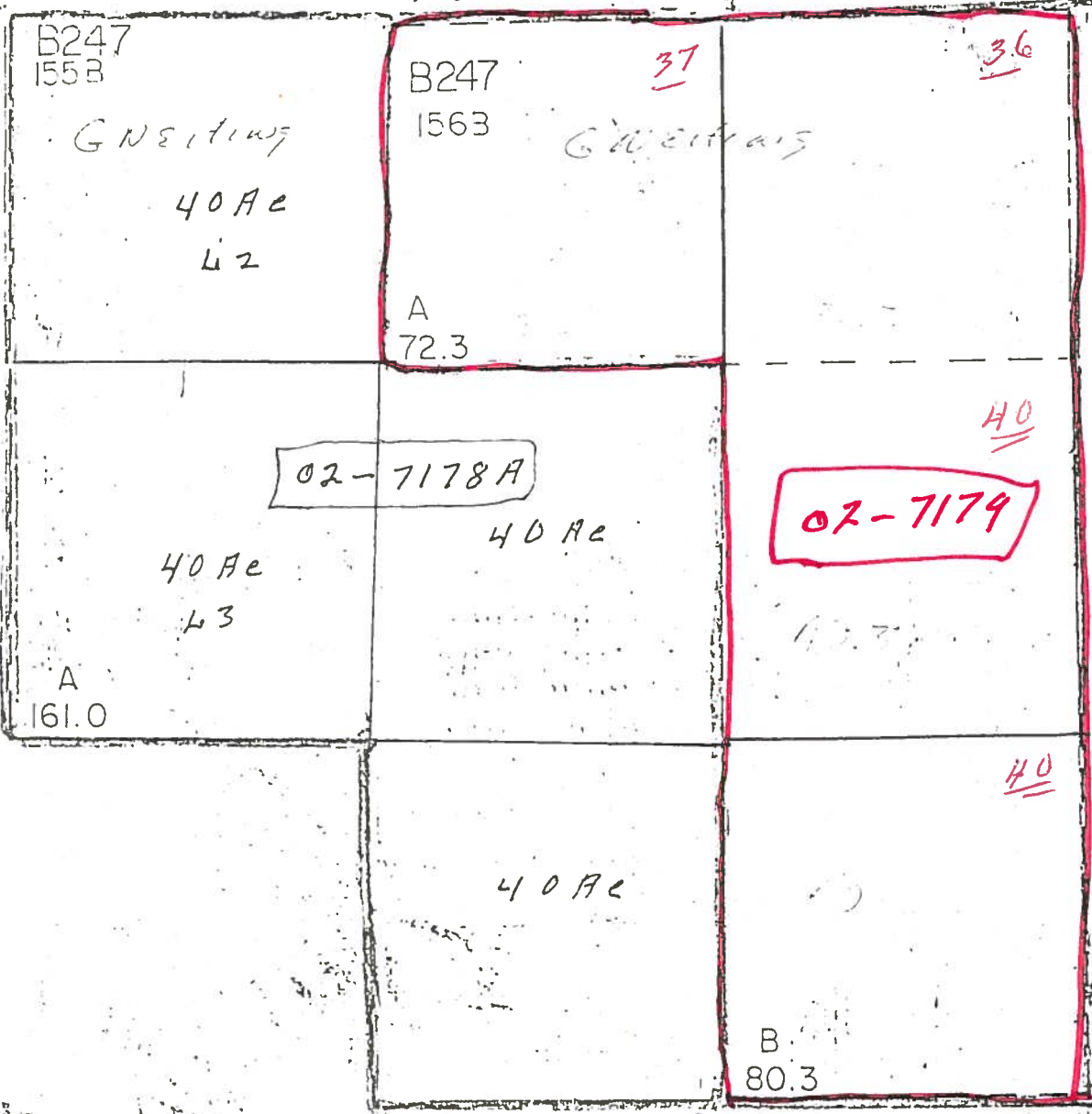
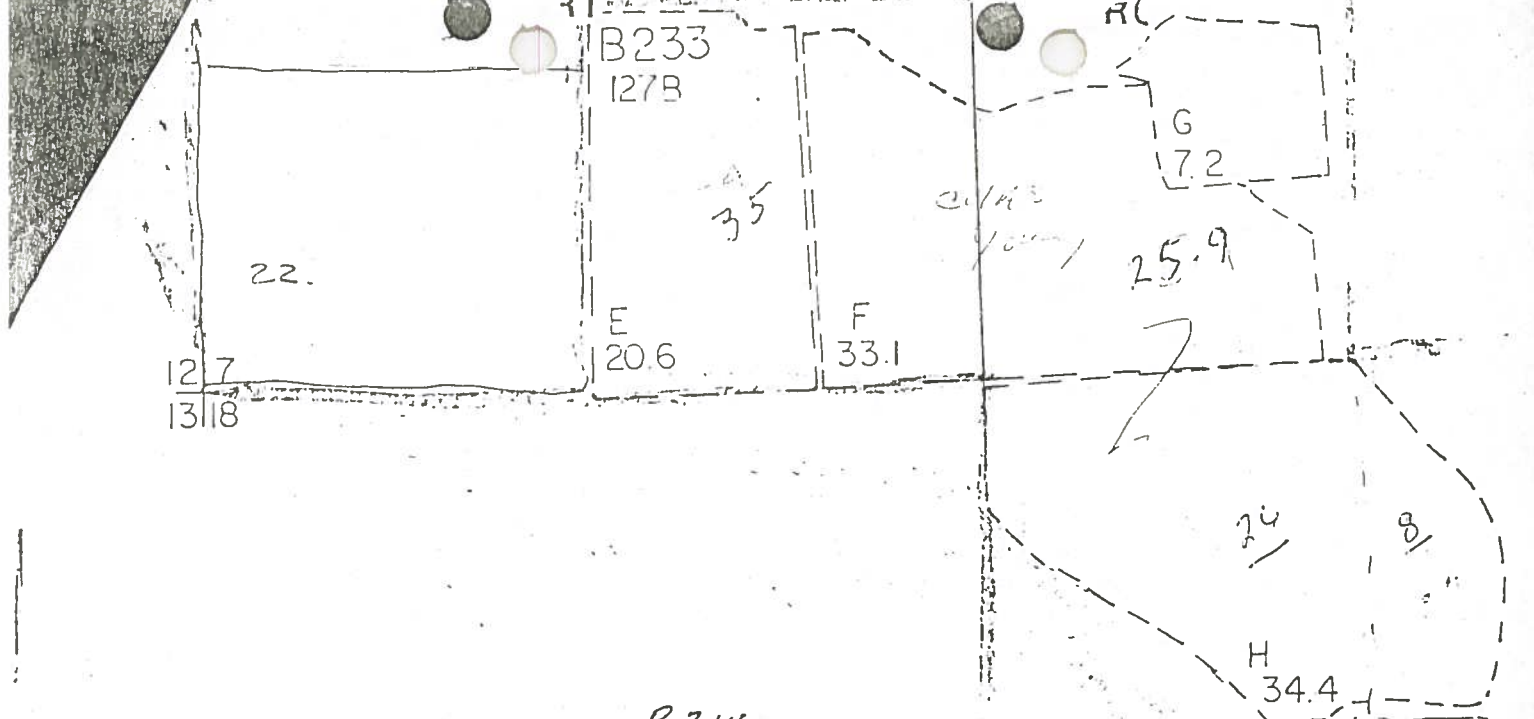
☐ Interview(s). Attach conversation memorandum.

☐ Other _____

☐ _____

Field Exam Made: ☒ Yes ☐ No Date 6/2/83 acreage only

☐ Adj. Report in file ☐ Beneficial Use Report in License (S.O.) File



T
1
N

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 02-7179 Priority 11/14/1974 Amount 3.06 cfs

THIS IS TO CERTIFY, that FRANK GNEITING
of Melba, ID, has complied with the terms and conditions of Permit
No. 02-7179 issued pursuant to Application for Permit dated 11/14/1974,
and has submitted proof to the Department of Water Resources on 12/17/1979,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 7.48 cfs of water from Snake River,
tributary to Columbia River, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from <u>3/15</u> to <u>11/15</u>	at <u>3.06</u> cfs and	<u>688.5</u> AF
	from _____ to _____	at _____ cfs and	_____
	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 3.06 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
688.5 acre feet per year, said waters to be diverted within the Lot 3 (NESW), Sec. 8,
T1N, R3W, B.M. in the County of Owyhee

Description and location of place of use:

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
1N	3W	18			36				37						40	40			153

Total number of acres irrigated 153

This right when combined with all other rights shall provide no more than 4.5 afa
per acre for the lands above.

WATER RIGHT NUMBER 02-7179

OWNER LAST NAME - ONEITING

OK

ADDRESS LINE 1 - STAR RT. BOX 106D

FIRST NAME - FRANK

ORIG OWNER -

ADDRESS LINE 3 -

ADDRESS LINE 2 -

CITY - MELBA

STATE - ID ZIP CODE - 83641

SOURCE - SNAKE RIVER

TRIBUTARY OF - COLUMBIA RIVER

STATUS -

PRIORITY - 11-14-1974

COUNTY - QUAYLEE

TOTAL DIV. RATE - 3.0600 -CFS

TOTAL DIV. VOLUME -

.00 AFR TRFR/AMEND -

WATER DIST. - 02

OLE/CAREY ACT -

RIGHT BASIS - E

DIVERSION POINT - NASM 08 01N 03W LOT 03 REDIV -

USE DIV. RATE - 3.0600

CFS USE DIV. VOLUME -

.00 AFR

FROM - 03-15 TO - 11-15

USE - IRRIGATION

PLACE OF USE - TWIN 01N RANG 03W SEC 18

USE - IRRIGATION

TRACT SAME LOT

TRACT SAME LOT

TRACT SAME LOT

TRACT SAME LOT

TRACT SAME LOT

TRACT SAME LOT

TRACT SAME LOT

TRACT SAME LOT

TRACT SAME LOT

DEGREE NAME -

REMARKS -

NON IRRIG USE -

OTHER RIGHTS FOR SAME USE -

PROOF DUE -

PERMIT/DENIED -

PROTESTED -

HEARING -

OLD NO. -

PROOF MADE -

FLD EXAM -

COND. OF APPROVAL -

DIVERSION MEANS - PUMP & PIPELINE.