

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: **A71-04053**
Date Received: 1/10/1990
Receipt No: E011582
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: SUSAN P PERIN 412-741-1151
Address: BACKBONE ROAD RD #5
SEWICKY PA 15143

2. Date of Priority: JUN 1, 1938

3. Source: GOAT CREEK Trib. to: VALLEY CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
10N	13E	17	NW	NE	NW		CUSTER
			SE	NW	NW		CUSTER

5. Description of diverting works:
2 CHECK DAMS & DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/01	0.600		
STOCKWATER	01/01	12/31	0.020		
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is 79.7 Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC/ 1 HOUSEHOLD, STOCKWATER/ 20 HORSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
10N	13E	17	NE	NW		IRR	3.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10N	13E	17	NE	NW		STOCK	
			NE	NW		DOMEST	

Section Acres 3.0

Total Acres 3.0

11. Place of use in counties: CUSTER

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

13. Other Water Rights Used:
PORTION OF LANIER DECREED RIGHTS

14. Remarks:
AREA SOIL ANALYSIS INDICATES NEED FOR 0.20 CFS/AC.

15. Basis of Claim: STATUTORY CLAIM

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)
) SS.
County of _____)

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

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 71-04053

Date Received

Receipt Number

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

Please type or print clearly

1. Name of Claimant (s) Susan P. Perin Phone (412) 741-1151

Mailing Address Backbone Road, R.D. #5, Sewicky, PA Zip 15143

2. Date of Priority (Only one (1) per claim) June 1, 1938

3. Source of water supply (a) Goat Creek
which is tributary to (b) Valley Creek

4. a. Location of existing point of diversion is: Township 10N Range 13E Section 17,
NW 1/4 of NE 1/4 of NW 1/4, Govt. Lot, B.M., County of Custer

Additional points of diversion if any: SE NW NW T. 10N, R. 13E, Sec. 17

b. If instream flow, beginning point of claimed instream flow is:

Township Range Section , 1/4 of 1/4 of 1/4,

Govt. Lot B.M., County of

ending point is: Township Range Section , 1/4 of 1/4 of

 1/4, Govt. Lot B.M., County of

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. 2 Check Dams and Ditches

6. Water is claimed for the following purposes:

(both dates are inclusive) (cfs) (acre feet)

For Irrigation purposes from 4/1 to 10/1 amount 0.60 or _____

For Stockwater purposes from 1/1 to 12/31 amount 0.02 or _____

For Domestic purposes from 1/1 to 12/31 amount 0.04 or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.66 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 79.71 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) One household and up to 20 head of horses.

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
10N	13E	17					3												3

Total number of acres irrigated 3

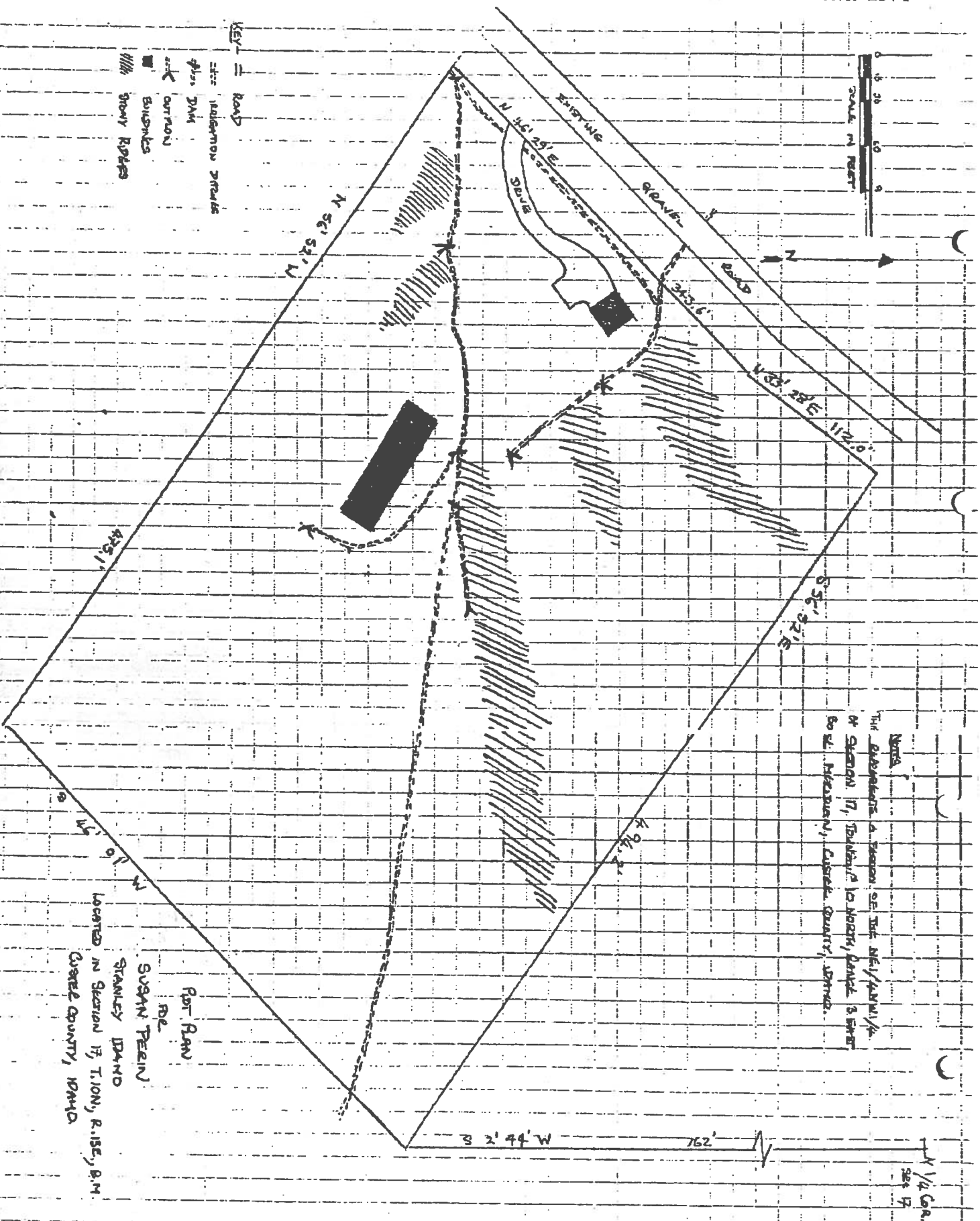
11. In which county (ies) are lands listed above as place of use located? Custer

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None ()

14. Remarks:

Area soil analysis indicates need for 0.20 cfs/ac



15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit _____
Decree _____ Statutory Claim _____
If applicable provide IDWR Water Right Number 71-04053
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) [Signature]

Date 9/12/94

Date _____

For Organizations: I do solemnly swear or affirm that I am _____

Title

of _____, that I have signed the foregoing

Organization

document in the space below as _____

Title

of _____

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____

Date _____

State of Idaho/or Idaho)
County of Custer) SS.

Subscribed and sworn (or affirmed) before me this 12th day of Sept. 19 94

SEAL

Notary Public Colleen Nixon

Residing at Stanley, Idaho

My Commission Expires 7-1-98

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name Perin Ident. Number 71-04053

Copies White-State, Yellow-Claimant



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

16-Aug-1994 13:38

Susan Perin
PO Box 56
Stanley, ID 83278

RE: SRBA Claim A71-04053

Dear Mrs. Perin:

As we discussed in our phone conversation earlier today I cannot tell you how much water you need to claim since I will be reviewing your claim and making a recommendation to the court. As we discussed the justification for how much water I will recommend depends on the information you provide with your claim. As we discussed the justification is based on several factors including the amount of water lost in the delivery ditch and also the irrigation requirement for the crop you grow which in turn depends on the method of application, the soil, the climate, the slope of the field, shape of the field and the timing of water application.

As we discussed I am including a copy of the soil map for your area and an analysis of one of your neighbor's situations. From this analysis as an example it would appear that for his situation 0.20 cfs is justified per acre for the irrigation requirement. Please note that this is provided as an example of the type of analysis we do and is not intended for you to base your claim.

I hope this helps. If you have further questions please feel free to contact this office.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Allen D. Merritt', written over a horizontal line.

Allen D. Merritt, P.E.
Water Rights Supervisor

Encl:

GRADED BORDER EVALUATION

Job name: PIVA
By: ADM

Location: AM1 6DAY
Date: Nov 18, 1993

Roughness coefficient (n)= 0.250 Intake family (If)=4.00
Slope (S)= 0.0200 ft/ft Border width (W)= 8 ft
Net application (Fn)= 1.00 inches Border length (L)= 300 ft
Inflow time (Ti)= 8 hours, 0 minutes

Flow per Border (cfs)	Unit Flow (cfs/ft)	Gross Application (in)	Deep Percolation (in)	Runoff (in)	Application Efficiency (percent)	Notes
0.15	Gross depth is less than required gross application depth					
0.16	Gross depth is less than required gross application depth					
0.17	Gross depth is less than required gross application depth					
0.18	Gross depth is less than required gross application depth					
0.19	Gross depth is less than required gross application depth					
0.20	0.025	28.80	27.45	0.35	3.5	
0.21	0.026	30.24	27.45	1.79	3.3	
0.22	0.028	31.68	27.45	3.23	3.2	
0.23	0.029	33.12	27.45	4.67	3.0	
0.24	0.030	34.56	27.45	6.11	2.9	
0.25	0.031	36.00	27.45	7.55	2.8	
0.26	0.033	37.44	27.45	8.99	2.7	
0.27	0.034	38.88	27.45	10.43	2.6	
0.28	0.035	40.32	27.45	11.87	2.5	
0.29	0.036	41.76	27.45	13.31	2.4	(2)

(2) Erosive stream-- non-sod forming crops.

CNB

SNI

Am

SNI

SNI

Am

SNI

SNI

Meadow

Rd

SNI

20

NATIONAL

SNI

COMMUNICATION DOCUMENTATION

Claim No. _____

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent STEVE CLELLAND Date 8-10-94Contact Person(s) SUSAN PERIN
774-3687Nature of Contact Called to ask about soil requirements
on water for her soil type.Substance of Communication I mentioned the gag order in place
that limits our Communications - she acknowledged.

She wants us to give her some general
estimates for the flow rates required to irrigate
on soil types found on the Goat Creek Area.
She believes that as a public office the information
should be available. I told her she should
check w/ Allen Merritt since he has reviewed that
soil area. I said we cannot tell you what to
claim for your rights, but perhaps we can give
you some general estimates for the soil type
you irrigate.

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

OCT 14 1993

Department of Water Resources
Southern Region Office

In re the Claim
of Susan P. Perin,
Snake River Basin
Adjudication

SRBA CLAIM NO. A71-04053

PROOF OF BENEFICIAL USE

STATE OF IDAHO)
County of Custer) ss.

COMES NOW, Jack B. Furey, of Challis, Idaho, and being
duly sworn on oath, deposes and says:

1. I reside in Custer County, Idaho.
2. The statements made herein are based upon my
personal knowledge and information. I have been asked to provide
this information to the Idaho Department of Water Resources by
Susan Perin, who owns property in Stanley, Idaho area which another
individual and I formerly owned.
3. I understand that this information is being requested
to substantiate the fact that the property in Custer County now
owned by Susan Perin has been irrigated with water from Goat Creek,
a tributary to Valley Creek.
4. I am personally familiar with the five acre parcel of
property in the Goat Creek Meadow area which Ms. Perin now owns.
The map attached hereto as Exhibit B correctly identifies that
parcel, which I believe to be legally described as set forth in the
attached Exhibit A.

5. The Perin property is part of what once was a large parcel owned by myself and Louis Racine which we owned from March 11, 1959 until October 15, 1969, when we sold the five acre parcel to Devon and Ila Kofoed. Mr. Racine and I continue to own much of that remaining property.

6. Louis Racine and I (or other individuals hired by us) did irrigate this parcel (now the five acre Perin property) during our ownership of it. The property was consistently irrigated in the summers with the Goat Creek water when we owned it to provide pasture for grazing.

When the Kofoeds purchased it, they continued to irrigate it or cause others to irrigate it for them. At times, the persons whom we had hired to irrigate our remaining property in that area transported water through our ditch that crosses this parcel west to east and these irrigation waters periodically overflowed and irrigated this five acre parcel.

Jack B. Furey
Jack B. Furey

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for the State of Idaho, this 9th day of October, 1993.

Lynn T. Stevenson
NOTARY PUBLIC FOR IDAHO
Residing at Challis
Commission Expires 4-24-97

(seal)

al\furey.1

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: **A71-04053**
Date Received: 1/10/1990
Receipt No: E011582
Received By: _____

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

1. Name: SUSAN P. PERIN 412-433-1133
Address: BACKBONE RD. RD #6
SEWICKLEY PA 15143

2. Date of Priority: JUN 1, 1938

3. Source: GOAT CREEK Trib. to: VALLEY CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10N	13E	17	NW	NE	NW		CUSTER
			SE	NW	NW		CUSTER

5. Description of diverting works:
2 CHECK DAMS & DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/01	0.100		
STOCKWATER	01/01	12/31	0.020		
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is 12.5 Acre Feet Per Annum.

9. Non-irrigation uses:
S/20 RANGE & HORSES D/1 HOUSE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10N	13E	17	NW	NW		IRR	5.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	5.0
					Total Acres	5.0

11. Place of use in counties: CUSTER

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

13. Other Water Rights Used:
NONE

14. Remarks:
DWR NOTE
NO P/U GIVEN FOR D/ & S/ USES.

15. Basis of Claim: STATUTORY CLAIM

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 _____

REUBEN L. PERIN, JR.
600 GRANT STREET
PITTSBURGH, PA 15219-4776

April 28, 1992

RECEIVED

MAY 07 1992

Department of Water Resources
Southern Region Office

Idaho Department of Water Resources
Statehouse Mail
Boise, ID 83720

To whom it may concern:

Enclosed is the required "Notice of Change of Water Right Ownership, along with full supporting documents as to the change of ownership.

Also, for your information is the "Notice of Claim to a Water Right" dated 1/10/90 given to me at the time of my purchase of the property.

If there are any questions, please contact me at the following number --- 412-433-1133.

Sincerely,



Enclosures

RECEIVED
MAY 01 1992

Department of Water Resources

RECEIVED

MAY 05 1992

Department of Water Resources
Eastern District Office

To Southern

MICROFILMED

MAR 17 1993

LAW OFFICES
KNEELAND, KORB, COLLIER & LEGG

KNEELAND PROFESSIONAL BUILDING

128 SADDLE ROAD, SUITE 103

P.O. BOX 249

KETCHUM, IDAHO 83340

(208) 726-9311

TELEFAX (208) 726-4515

ROBERT KORB III
BRUCE COLLIER
ANN LEGG
SHEILA P. JOHN
DAVID C. EPIS

G.R. KNEELAND
OF COUNSEL

HAILEY OFFICE:

301 FIRST AVENUE SOUTH

P.O. BOX 606

HAILEY, IDAHO 83333

(208) 788-4733

TELEFAX (208) 788-5101

June 14, 1993

RECEIVED

JUN 15 1993

Department of Water Resources
Southern Region Office

Allen D. Merritt
Department of Water Resources
222 Shoshone St East
Twin Falls, Id. 83301

Re: Susan Perin
Evidence of Priority
SRBA Claim A71-04053

Dear Mr. Merritt:

Please find enclosed the affidavit of Devon Kofoed which indicates that he irrigated this parcel throughout his ownership thereof. Also attached to that affidavit is a copy of the warranty deed and deed of trust between the Kofoeds and their predecessors, the Fureys and the Racines which specifically refer to water and ditch rights. Had the property not been previously irrigated there would have been no reason to make that kind of reference.

At this point it appears that I may not be able to produce further affidavits in regard to earlier use, although Mr. Kofoed is confident that the property was previously irrigated since the ditches were in place and the property passed to him with water rights. I am still trying to locate another affiant re prior use, but I wanted to at least get this one on file with the Department.

Please note that this property is located in the Northeast quarter of the Northwest Quarter of Section 17, not the Northwest quarter of the Northwest Quarter, as one of the forms seem to indicate. Could you make that correction on your records?

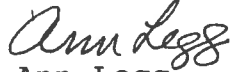
I also reviewed the Custer Co. Cavanaugh v. Merritt decree dated January 16, 1940. Note that on page 4 Barney and Nellie Lanier who owned, among other lands, the S1/2NE1/4NW1/4 of S17 were granted 45 inches of May 1, 1902 water, 75 inches of June 1, 1902 water, and 120 inches of August 1, 1902 water. It appears to me that at least a portion of the Perin land is in the S1/2NE1/4NW1/4,

and therefore that Ms. Perin's claim in part at least is based upon this decree.

That you for your assistance and patience as we try to document the use of water on this parcel.

Sincerely,

KNEELAND, KORB, COLLIER & LEGG


Ann Legg

al\perin.sp
cc: Susan Perin



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

08-Jun-1992 13:33

SUSAN P. PERIN
BACKBONE RD R.D.6
SEWICKLEY PA 15143

Re: Ownership Change for Adjudication Claim NO. A71-04053
DEVON M. KOFOED & ILA H. KOFOED

Dear Claimant(s):

Pursuant to the notification that you presently own the property in which the above-referenced Adjudication Claim(s) is appurtenant, the Department has changed the record of the current owners as you requested. Please find enclosed a copy of the computer record of the claim(s) noting the change in claimant.

Please review the record and if you have any corrections or questions, please feel free to call this office.

Sincerely,

Judy Givens
Adjudication Secretary

/jg

Enclosures

MICROFILMED

MAR 17 1993



**NEW PROPERTY OWNER
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP**

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

MAY 07 1992

MAY 01 1992

Department of Water Resources

DATE OF CLOSING: 7-31-91Department of Water Resources
Southern Region OfficeLEGAL DESCRIPTION OF PROPERTY: Township 10 N Range 13 E
Section 17, SE 1/4 of NW 1/4 of NW 1/4, Govt. Lot _____, BM _____

Lot _____, Block _____, Subdivision/Townsite _____, CUSTER COUNTY

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

MAY 05 1992

☐ 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:

A71-04053

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

DEVON M. KOFOED & ILA H. KOFOED
R+3 B.483 BLACKFOOT, IDAHO 83221

☐ New Owner/Claimant
(Purchaser):

SUSAN P. PERIN

☐ New Mailing Address:

BACKBONE RD. RD.#6, SEWICKLEY, PA. 15143

☐ New Telephone Number:

(412) 433-1133

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes X 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: FYI - PREVIOUS "NOTICE OF CLAIM TO A WATER RIGHT"
WARRANTY DEED - TITLE INSURANCE - QUITCLAIM DEED

(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)

Susan P. PerinDate 4/27/92

Date

☐ 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: 6/8/92 By: SC

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: 6/8/92 By: SC

Claim Numbers of Split, if any:

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

MICROFILMED

MAR 17 1993

QUITCLAIM DEED

For Value Received

RUBEN PERIN, a married man

do hereby convey, release, remise and forever quitclaim unto

SUSAN PERIN, wife of the Grantor

whose current address is Backbone Road, R.D. #5, Sweickly, PA.

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

RECEIVED 0199937

MAY 07 1992

Department of Water Resources
Southern Region Office
15143

RECEIVED

MAY 01 1992

Department of Water Resources

RECEIVED

MAY 05 1992

Department of Water Resources
Eastern District Office

This Deed is being freely given by me in order that Susan Perin holds the within property as her separate estate.

together with their appurtenances.

Dated: July 30, 1991

Ruben Perin

PA.
STATE OF IDAHO, COUNTY OF Allegheny
On this 30th day of July, 19 91,
before me, a Notary Public in and for the said State, personally
appeared

Ruben Perin

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

Residing at Pittsburgh, PA.
Comm. Expires October 3, 1994

Notary Public,
Pittsburgh, PA.

STATE OF IDAHO, COUNTY OF Custer
I hereby certify that this instrument was filed for record at the
request of Custer County Title
at 4:07 minutes past o'clock P.
this 21st day of August, 19
in my office, and duly recorded in Book
of Deeds at page N/A

Ethel M. Pack

Ex-Officio Recorder

By Barbara Breedlove Deputy.

Fees \$ 6.00
Mail to:

INSTRUMENT No.

Reorder Form No. SY413823

NOTARIAL SEAL
KAREN SUE HOWE, Notary Public
Pittsburgh, Allegheny County, PA
My Commission Expires October 3, 1994

Chicago Title Insurance
Company of Idaho



Attached to and made a part of Warranty Deed from Devon M. Kofoed and Ila H. Kofoed, husband and wife to Ruben Perin and Susan Perin, husband and wife

A fraction of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 10 North, Range 13 East, Boise Meridian, Custer County, Idaho, more particularly described as follows: Commencing at the North Quarter Corner of said Section 17, and running thence South 2°44' West 762.1 feet to the point of beginning, and the Easterly corner of the tract of land herein described; thence South 46°01' West 460.2 feet; thence North 56°52' West 475.1 feet; thence North 46°29' East 343.6 feet; thence North 33°28' East 112.0 feet; thence South 56°52' East 494.2 feet to the Point of Beginning.

Also a perpetual easement for ingress and egress for the benefit of the above-described real property, more particularly described as follows, to-wit: A strip of land, 20.0 feet wide along the North side of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, T. 10 N., R. 13 E., B. M. extending from the Goat Creek Drive in the Stanley Basin Subdivision a distance of 110.9 feet to the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, thence along the Westerly side of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, and along the Westerly side of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, in T. 10 N., R. 13 E., B. M. for a distance of 1858.1 feet; thence continuing 20.0 feet wide along the Southerly and Easterly side of the following described line across a portion of NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, and across a portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8 in T. 10 N., R. 13 E., B. M., beginning at a point on the West boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, said point being Southerly 509.0 feet from the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, and running thence S. 34° 13' E. 154.0 feet; thence S. 38° 28' E. 349.6 feet; thence N. 66° 37' E. 255.3 feet; thence N. 46° 29' E. 343.6 feet.

MICROFILMED

MAR 17 1993

WARRANTY DEED

0199784

For Value Received

Devon M. Kofoed and Ila H. Kofoed, husband and wife

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

~~Robert Perin and~~ Susan Perin, ~~husband and wife~~ a married woman as her sole and separate property

the grantee s, whose current address is Backbone Road, R.D. #5, Sweickly, PA 15143

the following described premises, in Custer County, Idaho, to-wit:

See Exhibit "A" attached hereto and made a part hereof

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

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

Dated: July 26, 1991

Devon M. Kofoed
Devon M. Kofoed

Ila H. Kofoed
Ila H. Kofoed

STATE OF IDAHO

COUNTY OF Bingham } ss

On this 29 day of July, in the year 19 91, before me, a Notary Public, personally appeared Devon M. Kofoed and Ila H. Kofoed known or identified to me to be the person whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

[Signature]
Notary Public

Residing at Blackfoot, Idaho.

con sig 1-23-94

STATE OF IDAHO, COUNTY OF Custer

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

at 10 minutes past 2:00 o'clock PM., this 1st day of August, 19 91, in my office, and duly recorded in Book of Deeds at page

Edd M. Beck

Ex-Officio Recorder

By [Signature]

Deputy.

Fees \$ 6.00

Mail to: CCT

INSTRUMENT No.

Chicago Title Insurance
Company of Idaho



EXHIBIT "A"

Attached to and made a part of Warranty Deed from Devon M. Kofoed and Ila H. Kofoed, husband and wife to Ruben Perin and Susan Perin, husband and wife

A fraction of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 10 North, Range 13 East, Boise Meridian, Custer County, Idaho, more particularly described as follows: Commencing at the North Quarter Corner of said Section 17, and running thence South 2°44' West 762.1 feet to the point of beginning, and the Easterly corner of the tract of land herein described; thence South 46°01' West 460.2 feet; thence North 56°52' West 475.1 feet; thence North 46°29' East 343.6 feet; thence North 33°28' East 112.0 feet; thence South 56°52' East 494.2 feet to the Point of Beginning.

Also a perpetual easement for ingress and egress for the benefit of the above-described real property, more particularly described as follows, to-wit: A strip of land, 20.0 feet wide along the North side of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, T. 10 N., R. 13 E., B. M. extending from the Goat Creek Drive in the Stanley Basin Subdivision a distance of 110.9 feet to the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, thence along the Westerly side of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, and along the Westerly side of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, in T. 10 N., R. 13 E., B. M. for a distance of 1858.1 feet; thence continuing 20.0 feet wide along the Southerly and Easterly side of the following described line across a portion of NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, and across a portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8 in T. 10 N., R. 13 E., B. M., beginning at a point on the West boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, said point being Southerly 509.0 feet from the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, and running thence S. 34° 13' E. 154.0 feet; thence S. 38° 28' E. 349.6 feet; thence N. 66° 37' E. 255.3 feet; thence N. 46° 29' E. 343.6 feet.

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of record, if any.

RECEIVED

RECEIVED

POLICY OF TITLE INSURANCE

13 0192 60 000025

MAY 07 1992

Department of Water Resources
Southern Region Office

MAY 05 1992

Department of Water Resources
Eastern District Office

MAY 01 1992

Department of Water Resources

CHICAGO TITLE INSURANCE COMPANY OF IDAHO

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY OF IDAHO, an Idaho 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.

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

CHICAGO TITLE INSURANCE COMPANY OF IDAHO

By:

Issued by:
CUSTER COUNTY TITLE, INC.
Main Street - P. O. Box 370
Challis, Idaho 83226


President



By:


Authorized Signature
ALTA OWNER'S POLICY (4-6-90)


Secretary

SCHEDULE A

1	2	3	4	5
OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
7761	13-0192-6-0000025	Aug. 21, 1991, 5:00PM	\$ 180,000.00	\$ 735.00

1. Name of Insured:

SUSAN PERIN, A married woman as her sole and separate property.

2. The estate or interest in the land which is covered by this Policy is:

A Fee

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

SUSAN PERIN, A married woman as her sole and separate property.

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

None

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

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

A fraction of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 10 North, Range 13 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the North Quarter Corner of said Section 17, and running thence South 2°44' West 762.1 feet to the point of beginning, and the Easterly corner of the tract of land herein described; thence South 46°01' West, 460.2 feet; thence North 56°52' West, 475.1 feet; thence North 46°29' East, 343.6 feet; thence North 33°28' East, 112.0 feet; thence South 56°52' East, 494.2 feet to the Point of Beginning.

SCHEDULE B

Policy Number: 13-0192-60-000025-7761
Owners

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, 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 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: The mortgage, if any, referred to in Item 4 of Schedule A.

7. General taxes for the year 1991, which are a lien, payable on or before December 20 of said year.
8. Subject to Public Law 92-400, creating Sawtooth National Recreation Area, regulation promulgated thereunder published March 29, 1974, in Volume 39, Federal Register, Pages 11544 to 11547.
9. Financing Statements, Seed and Farm Laborer's liens against crops which are filed in the office of the Secretary of State.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable.

If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

MAR 17 1993

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A; or,
- (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

- (i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the

amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

- (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

MAR 17 1993

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at:

Chicago Title Insurance Company of Idaho
960 Broadway
Suite 440
Boise, Idaho 83706

MICROFILMED

MAR 17 1993

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: A71-04053
Date Received: 1/10/1990
Receipt No: E011582
Received By: DE SEC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DE VON M. KOFOED 208-785-2382
Address: RT. 3 BOX 483
BLACKFOOT, ID 83221

AND

Name: ILA H. KOFOED 208-785-2382
Address: RT. 3 BOX 483
BLACKFOOT, ID 83221

2. Date of Priority: JUN 01, 1938

3. Source: GOAT CREEK Trib. to: VALLEY CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
10N	13E	17	NW	NE	NW		CUSTER
			SE	NW	NW		CUSTER

5. Description of diverting works:
2 CHECK DAMS & DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/01	0.100		
STOCKWATER	01/01	12/31	0.020		
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is 12.5 Acre Feet Per Annum.

9. Non-irrigation uses:
S/20 RANGE & HORSES D/1 HOUSE

A71-04053

Page 1

Date: 01/18/90

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10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10N	13E	17	NW	NW		IRR	5.0
Section Acres							5.0
Total Acres							5.0

11. Place of use in counties: CUSTER

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

13. Other Water Rights Used:
NONE

14. Remarks:
DWR NOTE
NO P/U GIVEN FOR D/ & S/ USES.

15. Basis of Claim: STATUTORY CLAIM

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 _____

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 AT-04053Date Received 1-10-90Receipt Number EO 11582

RECEIVED

JAN 16 1990

Department of Water Resources
Southern Region Office

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) DeVon M. Kofoed and Ila H. Kofoed Phone (208) 785-2382Mailing Address Rt. 3 B. 483 Blackfoot, Idaho Zip 832212. Date of Priority (Only one (1) per claim) June 1, 19383. Source of water supply (a) Goat Creek
which is tributary to (b) Valley Creek4. a. Location of existing point of diversion is: Township 10 N Range 13 E Section 17,
S E 1/4 of N W 1/4 of N W 1/4, Govt. Lot, _____ B.M., County of CusterAdditional points of diversion if any: N W 1/4 N E 1/4 N W 1/4 Section 17 T.10 N Range 13 E Custer Co.

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of
_____ 1/4, Govt. Lot _____ B.M., County of _____5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.Two (2) check dams and Two (2) ditchesRocky Cheeks into 2
ditches that run across my land and on to
the bank below, until we get our well
we dip our domestic water from
the creek

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6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 4-1 to 10-1 amount .10 or _____

For Domestic purposes from 1-1 to 12-31 amount .04 or _____

For Stockwater purposes from 1-1 to 12-31 amount .02 or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) .16 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 12.5 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) One Household and up to 20 head of horses

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
10N	13E	17					5												5

Total number of acres irrigated 5

11. In which county (ies) are lands listed above as place of use located? Custer Custer

12. Do you own the property listed above as place of use? Yes X No _____

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

or None (X)

14. Remarks:

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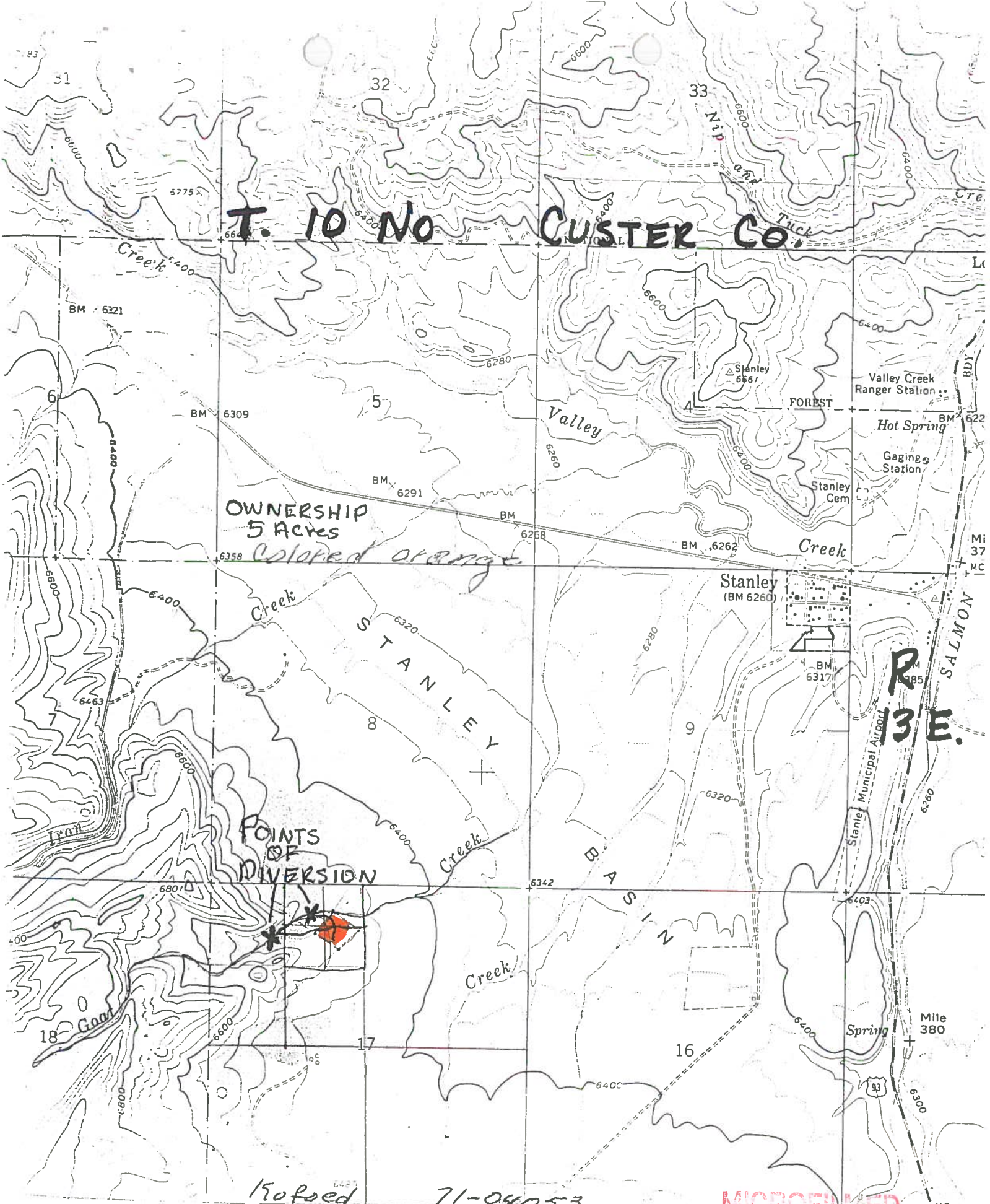
Last Name Kofoed Ident No 71-04053

MAR 17 1993
Copies: White -State, Yellow-Claimant

Scale: 2 inches equals 1 mile

A large grid of 16 columns and 16 rows of squares. Each square contains a crosshair pattern of dashed lines, resembling a coordinate grid or graph paper. The grid is composed of 256 individual squares, each with a central crosshair formed by two perpendicular dashed lines. The grid is used for graphing or plotting data.

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Copies: White, State, Yellow-Claimant
MAR 17 1993



Refused 71-04053
A PORTION OF THE NE 1/4 NW 1/4 SEC. 17
PL NW 1/4 NW 1/4 SEC. 17 T. 10 N.
MAR 17 1993
MICROFILMED

15. Basis of Claim (check one) Be. official Use X Posted Notice _____ License _____ Permit _____
Decree X 71-04053 Statutory Claim
If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments One (1) Map

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Devon M. Kofoed Date Jan. 9, 1989 90

Sla Kofoed Date Jan. 9, 1989 90

For Organizations: I do solemnly swear or affirm that I am _____

of _____ Title _____, that I have signed the foregoing

document in the space below as _____ Title _____ of _____ Organization _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of Bingham) SS.

Subscribed and sworn (or affirmed) before me this 9th day of January 19 90

SEAL

Notary Public Gary A. Higginson

Residing at Blackfoot, Idaho

My Commission Expires 5/30/1995

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name Kofoed Ident. Number 71-04053

MICROFILMED

Copies White-State Yellow-Claimant

MAR 17 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

March 2, 1992

R. KEITH HIGGINSON
Director

A71-04053
ILA H. KOFOED
DE VON M. KOFOED
RT. 3 BOX 483
BLACKFOOT

ID 83221

RE: Evidence of Priority

RESPONSE DEADLINE

MAY 1, 1992

Dear Claimant:

The Notice(s) of Claim identified with the number shown above your name on the mailing label has been filed in the Snake River Basin Adjudication (SRBA). The Notice(s) indicate your water usage is based on "Beneficial Use" or a "Statutory Claim". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed. **The date of first use, known as the priority date, has not been confirmed by a License, Decree or Permit. The Department will soon conduct reviews &/or field exams for the claims in your area. Since the priority date of a beneficial use water right can not be confirmed by field examination, proof must be provided supporting the priority date you have claimed.**

The Department will not recommend the Notice(s) be decreed by the court as claimed if no evidence of a priority date is submitted.

Please find enclosed a computer printout of your Notice(s) and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. I direct your attention to the two sections entitled "What Kind of Evidence is Required" and "Some Examples of Documents Which May Be Evidence of the Priority Date".

Please submit the required evidence supporting the priority date(s) by **May 1, 1992**, referencing all documents with the corresponding Notice number(s). If you have any questions not covered by this letter or the enclosed pamphlet, please contact this office.

Respectfully submitted,

Allen Merritt, P.E.
Water Rights Supervisor

Enclosures

MICROFILMED

MAR 17 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

09-Feb-1993 10:03

Susan P Perin
Backbone Rd R.D. #6
Sewickley, PA 15143

RE: Evidence of Priority
SRBA Claim A71-04053

*** SECOND REQUEST ***

Dear Claimant:

Our records indicate that your claim(s) referenced above is based on either a "Statutory Claim" or "Beneficial Use" of the water. Before the Department can make a recommendation to the Court for claims of this type we are required to substantiate with supporting evidence the "Priority Date" which has been claimed. We have previously requested that the previous owner (Kofoed) submit this supporting evidence in our letter dated March 2, 1992. To date we have not received the requested documentation.

We are enclosing a brochure outlining the types of evidence you may submit and a computer printout of your claim for reference. We request that you submit your evidence before April 1, 1993.

SPECIAL NOTE:

- *It will be to your advantage to provide clear and convincing evidence. If you choose to submit statements from individuals as evidence, the statement must be in the form of a notarized affidavit.
- *Please reference the above claim number(s) on your response.
- *If we do not receive the requested documentation your claim(s) will be recommended to the Court for disallowal due to lack of evidence supporting the priority date.

If you have questions or need other assistance please contact this office.

Sincerely,

Allen D. Merritt, P.E.
Water Rights Supervisor

Encl:

MICROFILMED
MAR 17 1993

LAW OFFICES
KNEELAND, KORB, COLLIER & LEGG

KNEELAND PROFESSIONAL BUILDING

128 SADDLE ROAD, SUITE 103

P.O. BOX 249

KETCHUM, IDAHO 83340

(208) 726-9311

TELEFAX (208) 726-4515

ROBERT KORB III
BRUCE COLLIER
ANN LEGG
SHEILA P. JOHN
DAVID C. EPIS

G.R. KNEELAND
OF COUNSEL

HAILEY OFFICE:

301 FIRST AVENUE SOUTH
P.O. BOX 606

HAILEY, IDAHO 83333

(208) 788-4733

TELEFAX (208) 788-5101

April 16, 1993

Allen D. Merritt
Department of Water Resources
222 Shoshone St. East
Twin Falls, ID 83301

Re: Susan Perin
Evidence of Priority
SRBA Claim A71-04053

RECEIVED

APR 19 1993

Department of Water Resources
Southern Region Office

Dear Mr. Merritt:

Susan Perin has asked this firm to assist her in providing evidence of the priority date of the above claim. The Perins live in Pennsylvania and are relatively new owners of the property, and thus it has been rather difficult for them to know where to obtain the needed information. Your previous letter dated February 9, 1993, requested that this evidence be supplied by April 1, 1993.

I spoke with Kelly Christensen today and advised him that I am conferring with prior owners to obtain the evidence needed to support the claim. Hopefully I will be able to submit an affidavit from a prior owner or other person with knowledge about the use of this water within the next couple of weeks. I realize that you need the information soon and just wanted to advise that I am doing my best to obtain that and pass it along as soon as possible.

I also understand that you will be conducting your field work in the Stanley area as soon as the snow clears. If I can be of assistance, please let me know.

Sincerely,

KNEELAND, KORB, COLLIER & LEGG

Ann Legg
Ann Legg

cc: Susan Perin
al\perin.dwr

ORIGINAL

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

In re the Claim)
of Susan P. Perin,)
Snake River Basin)
Adjudication)
_____)

SRBA CLAIM NO. A71-04053

PROOF OF BENEFICIAL USE

RECEIVED

JUN 15 1993

STATE OF IDAHO)
County of Bingham) ss.

Department of Water Resources
Southern Region Office

COMES NOW, Devon M. Kofoed, of Blackfoot, Idaho, and
being duly sworn on oath, deposes and says:

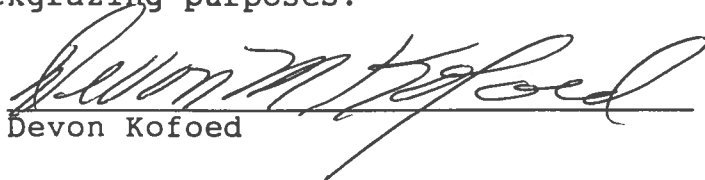
1. The statements made herein are based upon my personal knowledge and information. I have been asked to provide this information to the Idaho Department of Water Resources by Ann Legg, an attorney, who has informed me that she is acting on behalf of Susan Perin, an individual to whom my wife and I sold certain real property located in Custer County, Idaho, in July of 1991.

2. I understand that this information is being requested to substantiate the fact that the property in Custer County now owned by Susan Perin has been irrigated with water from Goat Creek, a tributary to Valley Creek.

3. I am personally familiar with the five acre parcel of property in the Goat Creek Meadow area which Ms. Perin now owns since my wife, Ila, and I owned the property from Oct. 15, 1969 until July, 1991. The map attached hereto as Exhibit B correctly identifies that parcel, which is legally described as set forth in the attached Exhibit A.

4. What is now the Perin parcel was irrigated during the summers with water from Goat Creek throughout the time that my wife and I owned the property. I personally recall and at times participated in that irrigation. The irrigation works in the area were all in place (ditches and check dams) when we purchased the property in 1969 from Jack Furey and Louis Racine, and it was my understanding that the property had always been consistently irrigated in the summers. When I did not do the irrigating I hired others to do it for me and often those persons, whose names I do not presently recall, were individuals also working and irrigating for Mr. Furey.

5. When my wife and I purchased the property, the documentation whereby we obtained the property specifically referred to water rights, which in addition to the physical appearance of the property, further confirmed in my mind that the property had always been irrigated. In 1983, we filed a Notice of Claim with the Department of Water Resources to verify our use of the water. As noted in that claim we used the water to irrigate the pasture for stockgrazing purposes.


Devon Kofoed

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for the State of Idaho, this 9th day of June, 1993.

(seal)

al\perin.kofoed

AFFIDAVIT - 2


NOTARY PUBLIC FOR IDAHO
Residing at Blackfoot
Commission Expires 8/13/98

EXHIBIT "A"

Attached to and made a part of Warranty Deed from Devon M. Kofoed and Ila H. Kofoed, husband and wife to Ruben Perin and Susan Perin, husband and wife

A fraction of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 10 North, Range 13 East, Boise Meridian, Custer County, Idaho, more particularly described as follows: Commencing at the North Quarter Corner of said Section 17, and running thence South 2°44' West 762.1 feet to the point of beginning, and the Easterly corner of the tract of land herein described; thence South 46°01' West 460.2 feet; thence North 56°52' West 475.1 feet; thence North 46°29' East 343.6 feet; thence North 33°28' East 112.0 feet; thence South 56°52' East 494.2 feet to the Point of Beginning.

Also a perpetual easement for ingress and egress for the benefit of the above-described real property, more particularly described as follows, to-wit: A strip of land, 20.0 feet wide along the North side of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, T. 10 N., R. 13 E., B. M. extending from the Goat Creek Drive in the Stanley Basin Subdivision a distance of 110.9 feet to the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, thence along the Westerly side of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, and along the Westerly side of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, in T. 10 N., R. 13 E., B. M. for a distance of 1858.1 feet; thence continuing 20.0 feet wide along the Southerly and Easterly side of the following described line across a portion of NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, and across a portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8 in T. 10 N., R. 13 E., B. M., beginning at a point on the West boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, said point being Southerly 509.0 feet from the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, and running thence S. 34° 13' E. 154.0 feet; thence S. 38° 28' E. 349.6 feet; thence N. 66° 37' E. 255.3 feet; thence N. 46° 29' E. 343.6 feet.

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as shown of record, if any.

WARRANTY DEED

For Value Received LOUIS F. RACINE, JR., and JEAN RACINE, husband and wife, of Pocatello, County of Bannock, State of Idaho, and JACK B. FUREY, husband and wife, of Challis, County of Custer, State of Idaho, and SHERMAN F. FUREY, JR. and JO ANN FUREY, husband and wife, of Challis, County of Ada, State of Idaho, the grantors, do hereby grant, bargain, sell and convey unto DEVON M. KOFOED and ILA H. KOFOED, husband and wife, of Blackfoot, County of Bingham, State of Idaho, the following described premises, in Custer County Idaho, to-wit: A portion of the Northeast Quarter Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 17, Township Ten (10) North, Range 13 East, Boise Meridian, more particularly described as follows, to wit:

Beginning at the North Quarter corner of said Section 17, and running thence North 44' West 762.1 feet to the point of beginning, and the Easterly side of the tract of land herein described; thence South 46° 01' West 112.0 feet; thence North 56° 52' West 475.1 feet; thence North 46° 29' East 112.0 feet; thence North 33° 28' East 112.0 feet; thence South 56° 52' East 112.0 feet to the point of beginning, containing 5.0 acres. Also a permanent easement for ingress and egress for the benefit of the above-described property, more particularly described as follows, to-wit: A strip of 20.0 feet wide along the North side of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, T. 10 N., R. 13 E., B. M. extending from the Goat Creek Drive in the Stanley Basin a distance of 110.9 feet to the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8; thence along the Westerly side of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, and along the Westerly side of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, in T. 10 N., R. 13 E., for a distance of 1858.1 feet; thence continuing 20.0 feet wide along the Southerly and Easterly side of the following described line across a portion of NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, and across a portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8 in T. 10 N., R. 13 E., B. M., beginning at a point on the West boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, said point being southerly 509.0 feet from the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, and running thence S. 34° 13' E. 154.0 feet; thence S. 38° 28' E. 154.0 feet; thence N. 66° 37' E. 235.3 feet; thence N. 46° 29' E. 343.6 feet to the point of beginning. TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all incumbrances.

RECEIVED

JUN 15 1993

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

Department of Water Resources
Southern Region Office

Dated: October 15, 1969

OF THE COUNTY OF CUSTER,

Day of Oct. 1969,

and for said State, personally

Jack B. Furey and Nancy J.

Sherman F. Furey and JoAnn

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 DEED OF TRUST, Made this 15th day of October, 1969, BETWEEN DEVON M. KOFOED and ILA H. KOFOED, husband and wife, 170 Horrocks Dr. Blackfoot, County of Bingham, State of Idaho, herein called GRANTOR, whose address is and CUSTER COUNTY BANK, ~~PO BOX 10000~~ an Idaho corporation, herein called TRUSTEE, and LOUIS F. RACINE, JEAN RACINE, JACK B. FUREY, NANCY J. FUREY, SHERMAN F. FUREY, JR., and JO ANN FUREY, herein called BENEFICIARY WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Custer, State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or containing not more than ~~twenty acres~~ five acres: Commencing at the North Quarter corner of said Section 17, and running thence South 2° 44' West 762.1 feet to the point of beginning, and the Easterly corner of the tract of land herein described; thence South 46° 01' West 460.2 feet; thence North 56° 52' West 475.1 feet; thence North 46° 29' East 343.6 feet; thence North 33° 28' East 112.0 feet; thence South 56° 52' East 494.2 feet to the point of beginning, containing 5.0 acres, all being a fraction of the Northeast Quarter Northwest Quarter (NE¼ NW¼) of Section 17, T. 10, North, R. 13 East, B.M. TOGETHER with all water and ditch rights and a perpetual easement for ingress and egress.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of FOUR THOUSAND TWO HUNDRED SIXTY AND NO/100... Dollars, (\$4,260.00), final payment due January 15, 1975.

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

RECEIVED

MAR 08 1995

Department of Water Resources
Southern Region

March 3, 1995

Susan P. Perin
Backbone Road, R.D. #5
Sewickley, PA 15143

RE: SRBA Claims A71-00019B, A71-00020B, and A71-00021B

Dear Ms Perin:

On February 8, 1995 I took action denying your Request for Extension of Time to File Adjudication Claim(s) for the above claims. Since that time additional information has come to my attention allowing me to grant the extension requests thereby waiving the late filing fees for the above claims.

Accordingly, the deadline for filing claims to water rights A71-00019B, A71-00020B and A71-00021B in the Snake River Basin Adjudication is extended to October 26, 1994.

Yours truly,

David B. Shaw
Adjudication Bureau Chief

cc: Southern Region
Rosholt, Robertson and Tucker

L G E U V

State of Idaho
Department of Water Resources
REQUEST FOR EXTENSION OF TIME **NOV 18 1994**
TO FILE ADJUDICATION CLAIM(S)

AMENDED CLAIM
Department of Water Resources
Southern Region Office

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.

SUSAN P. PERIN (417) 741-1151
Name of Claimant Phone Number
Backbone Road, R.D. #5 Sewickley PA 15143
Mailing Address City State Zip
Custer 1-12-90
County(s) where place of use is located Date claim originally due
Amended Claim #A71-04053
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:

Previous owner had not filed for adequate water under this statutory claim

(This amended claim was filed and receipted by I.D.W.R. on October 26, 1994)

Claimant requests an extension to October 26, 19 94
Susan Perin October 26, 19 94
Signature Date of request

Title _____

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

The above request for extension of time is hereby [X granted] [~~DBS~~ denied] for the following reasons:

~~Claimant received mailed notice 9/9/92. DBS~~

This claim was timely filed on 1/10/90.

and if granted the filing deadline is extended to _____, 19 _____

Signed this 8 day of February, 19 95

Director or his designated agent

DAVID B. SHAW

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

RECEIVED

MAR 02 1995

Department of Water Resources
Southern Region

From: DWR60::AMERRITT 17-FEB-1995 12:49:35.87
To: DWR03::DSHAW
CC: AMERRITT
Subj: SUSAN PERIN EXTENSION OF TIME REQUEST

AS WE DISCUSSED YESTERDAY, GARY SLETTE APPROACHED ME AND ASKED ABOUT SUSAN PERIN'S DENIAL OF HER EXTENSION REQUEST.

PLEASE CONSIDER THE FOLLOWING EVENTS SO THAT YOU MAY RECONSIDER HER REQUEST:

CLAIM A71-04053 WAS ORIGINALLY FILED BY KOFOED IN 1990.

ON JULY 30 1991 PERIN BOUGHT THE PROPERTY.

ON MARCH 2, 1992 WE REQUESTED EVIDENCE OF PRIORITY FROM KOFOED.

ON MAY 5, 1992 SUSAN PERIN FILED CHANGE OF OWNERSHIP.

ON FEB 9, 1993 WE REQUESTED EVIDENCE OF PRIORITY FROM PERIN.

ON APRIL 16, 1993 ATTORNEY ANNE LEGG CONTACTED OUR OFFICE AND INDICATED SHE WAS GOING TO TRY TO GATHER INFO FOR EVIDENCE OF PRIORITY.

IN 1993 WE RECEIVED AFFIDAVITS IN SUPPORT OF CLAIM BUT IT SEEMED THAT THE PROPERTY MAY INVOLVE DECREED RIGHTS. IN 1993 I DID FIELD WORK IN AREA AND STUDIED THE DECREES OF RECORD. (PERIN PROPERTY IS PARTLY ON LAND COVERED BY DECREES AND ALSO ON LAND WITHOUT DECREES. I WAS NOT ABLE TO MEET WITH PERIN AT THAT TIME.)

ON MAY 23, 1994 DURING GAG ORDER STEVE CLELLAND AND I MET WITH SUSAN PERIN TO GO OVER HER WATER USE. SHE HAD AN ATTORNEY FRIEND, ROBERT KORB PRESENT. WE LOOKED AT HER DIVERSIONS AND I GAVE HER THE MEASUREMENT AMOUNTS I HAD MEASURED IN 1993 AND WE DISCUSSED HER CLAIM. SINCE HER CLAIM WAS FOR 1"/ACRE FOR IRRIGATION AND THE DIVERSIONS WERE TAKING SIGNIFICANTLY MORE FOR IRRIGATION OF ESSENTIALLY GLACIAL ROCK I SUGGESTED SHE CONSIDER FILING AN AMENDED CLAIM AND MAYBE REVIEW THE DECREES ASSOCIATED WITH HER PROPERTY AND CLAIM A PORTION OF THE DECREES IF APPROPRIATE.

IN SEPT AND OCT OF 1994 ROSHALT'S OFFICE BROUGHT OVER AMENDMENT OF A71-04053 AND ALSO FILED A71-00019B, A71-00020B AND A71-00021B. THEY PAID FOR THE CLAIMS UNDER S017502 WHICH DOES NOT INCLUDE LATE FEES. STEVE REQUESTED THEY SUBMIT EXTENSION REQUEST TO FULFILL STATUTE 42-1409.

I REALLY DIDN'T KNOW ABOUT THE EXTENSION DENIAL UNTIL YESTERDAY. AS YOU CAN SEE I INITIATED THE FILING OF THE ADDITIONAL CLAIMS. MRS. PERIN LIVES OUT OF STATE AND SHE DOESN'T QUITE UNDERSTAND THE IRRIGATION OF HER PROPERTY SINCE SHE JUST RECENTLY BOUGHT THE PROPERTY. I RECOMMEND THAT HER EXTENSION REQUEST BE GRANTED.

CALL IF YOU HAVE A QUESTION.

ALLEN

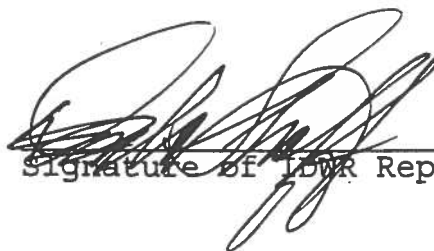
PAGE 1

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached Amended Director's Reports for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the Notice of Completed Administrative Transfer and Amended Director's Reports(s) on the claimant(s), prior claimants(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED:

4/16/99



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 4-28-99 I mailed the original
and copies of this form to the following persons, postage prepaid
and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707
2. One Copy to:
Each party in the subcase, or attorney of record:

SUSAN P PERIN
PO BOX 2338
SUN VALLEY ID 83353-2338 .
3. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449
4. One Copy to:
United States Dept. of Justice
Environment & Natural Resource Div.
550 West Fort Street, MSC 033
Boise, ID 83724

Sandy Esbert
Signature of person or attorney mailing the form

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: APR-15-1999
PAGE: A-7

RIGHTS FROM: SOURCE: GOAT CREEK TRIBUTARY: VALLEY CREEK

RIGHT NUMBER: 71-04053NAME & ADDRESS: SUSAN P PERIN
PO BOX 2338
SUN VALLEY ID 83353-2338

SOURCE: GOAT CREEK TRIBUTARY: VALLEY CREEK

QUANTITY: 0.46 CFS

PRIORITY DATE: 01/17/1940

POINT OF DIVERSION: T10N R13E S17 SWNENW Within CUSTER County
SENWNW

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION	05-01 10-31	0.4 CFS
	STOCKWATER	01-01 12-31	0.02 CFS
	DOMESTIC	01-01 12-31	0.04 CFS

PLACE OF USE: IRRIGATION Within CUSTER County
T10N R13E S17 NENW 4.3
4.3 ACRES TOTAL

Place of use for STOCKWATER is same as IRRIGATION

Place of use for DOMESTIC is same as IRRIGATION

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

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
IN BASIN 71 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
RIGHTS IN BASIN 71:

WATER RIGHT NO.	SOURCE
NONE	NONE

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
IN BASIN 71 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
RIGHTS IN THE SNAKE RIVER BASIN:

WATER RIGHT NO.	SOURCE
NONE	NONE

ALL WATER RIGHTS WITHIN BASIN 71 ARE FROM CONNECTED SOURCES
OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED
CONJUNCTIVELY.EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

AJ5856NP

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

DATE: APR-15-1999
PAGE: A-8

RIGHTS FROM:

SOURCE: GOAT CREEK

TRIBUTARY: VALLEY CREEK

RIGHT NUMBER:

71-04053 (CONT)

EXPLANATORY MATERIAL: (CONT)

RIGHT NOS. 71-00006, 71-00007, 71-00016, 71-00019A, 71-00019B,
71-00020A, 71-00020B, 71-00021A, 71-00021B, 71-04022, 71-04053,
71-10190, 71-10644, 71-10853 & 71-10854 ARE DIVERTED THROUGH ONE
OR BOTH POINTS OF DIVERSION DESCRIBED ABOVE.
STOCKWATER FOR 20 RANGE CATTLE & HORSE; DOMESTIC, 1 HOME.

record chgd 8-24-58 g

RECEIVED

AUG 17 1998

AUG 13 1998

NOTICE OF ERROR
REPLY

Department of Water Resources

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.
YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: August 14, 1998

~~SEWICKLEY PA 15143~~

} MAILING ADDRESS
CHANGE ONLY

Evening Telephone Number: 208-622-8256

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation; no changes need to be made.

DATE: 8/10/98 SIGNATURE: 
Please print your name: SUSAN P PERIN

DIVERSION
VOLUME

0.460 CFS

Stage: BENEFICIAL USE

CUSTER County

SE

4.3

Place of use location for DOMESTIC is the same location as described for: IRRIGATION

Other Rights: NONE

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION

C13 - THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER

- RIGHTS IN BASIN 71:

WATER RIGHT NO.	SOURCE
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
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91	91
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95	95
96	96
97	97
98	98
99	99
100	100

NONE

NONE

- THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 71 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER

IN THE SNAKE RIVER BASIN:

RIG

SOUR

ALL WATER RIGHTS WITHIN BASIN 71 ARE FROM CONNECTED SOURCES

- OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED

- CONJUNCTIVELY.

RIGHT NOS. 71-00006, 71-00007, 71-00016, 71-00019A, 71-00019B,
71-00020A, 71-00020B, 71-00021A, 71-00021B, 71-04022, 71-04053,
71-10190, 71-10644, 71-10853 & 71-10854 ARE DIVERIED THROUGH ONE
OR BOTH POINTS OF DIVERSION DESCRIBED ABOVE.

AJ0749NP
No. 71-04053

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 04/07/99
PAGE: 2

Remarks:

STOCKWATER FOR 20 RANGE CATTLE & HORSE; DOMESTIC, 1 HOME.

Dates:

Exam Made Date:

Verified Date:

Objection Filed Date:

Misc:

Water District Number:

Field Inspection Flag:
Presumption Flag:

Comments:

Date: 06/08/1992 User-ID: GIVENS Subject: OWNERSHIP CHANGE
CHANGE OF OWNERSHIP RECEIVED 5/1/92 ORIGINAL OWNERS ILA H. &/OR
DE VON M. KOFOED. COPY OF DEED SUBMITTED WITH FORM.

Date: 03/31/1995 User-ID: DSMITH Subject: DATA ENTRY
CONFORMED MAILING ADDRESSES DMS

Date: 07/17/1998 User-ID: DJONES Subject: COPIED FROM REMARKS
DWR NOTE
NO P/U GIVEN FOR D/ & S/ USES.

Date: 07/21/1998 User-ID: AJU10-DS Subject: AJU10 CONDITION UPDATE
CONDITION CODE(S) C13 ADDED IF NOT ALREADY PART
OF RECORD THRU AJU10.

Date: 08/24/1998 User-ID: TFAHCETT Subject: ADDRESS CHANGE
ADDRESS CHANGED PER NOTICE OF ERROR REC'D 8/17/98.

Date: 04/07/1999 User-ID: SSHERMAN Subject: ADDRESS CHANGE
ADDRESS CHANGE BY CLAIMANT LETTER.

Audit:

04/07/99 SSHERMAN



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

RECEIVED

APR 05 1999

Department of Water Resources

cc: W.M.

March 18, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

SUSAN PERIN
PO BOX 2338
SUN VALLEY ID 83353-2338

Records changed
NAP prepared.
4-7-99, M

RE: Snake River Basin Adjudication (SRBA)
Water Right #37-10273 +71-00019B, -00020B, -00021B

Dear Water Right Holder: -04053 (Picabo property), M + R37-00448C
R37-02739

Mail recently sent to you was returned to us by the Postal Service. They also advised us your address has changed to the above address. We have enclosed the returned mail.

Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter. list any other water rights you have, and return this letter by March 31, 1999. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records. Be sure to list your water right numbers.

If there has been a change in ownership of the property connected with the water right referenced above, please call this office toll-free at 1/800-451-4129 to obtain a form to make this required change to the water right record.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region
Enclosure:
Returned Mail

#####

The address is correct as shown above or as otherwise changed.

Claimant Signature

208 622-8256 OFFICE 208 726-5455
Telephone No.

SUMMER 208 774-3687

PLEASE NOTE ABOVE FOR PICABO PROPERTY ALSO.

COMMUNICATION DOCUMENTATION

January 8, 1999

Regarding:

71-04053, 71-00019B, -00020B, -00021B

Customer:

Sharon at Rosholt for Susan Perin

From: Vikie Hancock

[illegible]

Sharon from John Rosholt's office called to inquire on claim number **71-04053**. Their client was questioning the reason for our advancing the priority date and lowering the diversion rate in our recommendation for this claim.

I explained that the priority date had been advanced to one day after the issuance of a decree which was also appurtenant to the property, and the reasoning behind that.

I explained that a Hubble analysis of the parcel indicated that a total of .516 cfs would be needed to accurately irrigate the 4.3 acres found irrigated. The department had awarded a total of .14 cfs for the three claims based on decree (19B, 20B and 21B), also appurtenant to the parcel, which left .376 needed from the beneficial use right to bring the total diversion amount to .516 cfs. I pointed out that we had rounded the number to .4 for our recommendation for irrigation on -04053.

Sharon said she would discuss the information with their client, and get back to us if needs be.

R PROOF

X

CVR

MAPS

X

PHOTOS

MISC

X

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

AJ0743NP
(0D-124)

Water Right Number - R71-04053

Prefix Translation: RESEARCH

Old (D) Number -

+ - - - - Last Name - - - - + + - - - - First Name - - - - + + - - - - Address - - - - - +

*** C - CURRENT OWNER ***
PERIN
SUSAN P
1 - THE STABLES BACKBONE RD
2 -
3 -
City- SEWICKLEY
Phone - 412-433-1133
State- PA Zip- 15143

*** O - ORIGINAL OWNER ***
KOFOED
ILA H
1 - RT 3 BOX 483
2 -
3 -
City- BLACKFOOT
Phone - 208-785-2382
1 - RT 3 BOX 483
2 -
3 -
State- ID Zip- 83221

KOFOED
DE VON M
City- BLACKFOOT
Phone - 208-785-2382
1 - RT 3 BOX 483
2 -
3 -
State- ID Zip- 83221

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
01/17/1940 17 SOUTHERN J - BENEFICIAL USE

+ - - - - Source - - - - + + - - - - Tributary - - - - - +
GOAT CREEK VALLEY CREEK

+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

10N 13E 17 SW NE NW (37) CUSTER
SE NW NW (37) CUSTER

+ - - - - Description - - - - - Water Use - - - - - Diversion Rate - - - - - Diversion Volume - - - - - +
Code Period From Period To
01 - IRRIGATION 04/01 10/01 0.400
04 - STOCKWATER 01/01 12/31 0.020
43 - DOMESTIC 01/01 12/31 0.040

+ - - Total Div. Rate - + + - - Total Div. Volume - + + - - Total Consumptive Use - + + - - KW Usage - + +
0.460 0.0

+ - - - - Place of Use - - - - - Description - - - - - County - - - - - +
Twn Rng Sec Tract Lot Acres Code
10N 13E 17 NE NW 4.3 01 IRRIGATION (37) CUSTER

Total Acres: 4.3

+ - - Diversion Means - 2 CHECK DAMS & DITCHES

+ - - Non-Irrigation Use -

	Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
	Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
	Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
	Claim Received Date	- 01/10/1990	Last Amended Date	- 00/00/0000	Temporary Right	- P
			Receipt Number	- E011582	Water District	-
			POU Ownership Flag	- Y	Federal/State Indicator	- S
			Name Connector	- AND	Presumption Flag	-
					Notice of Error Flag	-

CLAIM NUMBERS 71-00019 71-00020 DATE 7/10/98
71-00021 71-04053 AGENT DJ

TRANSFER NUMBER _____
HOMESTEAD ENTRY NO. _____
CLAIMED ACRE TOTAL _____
GEOGRAPHIC INFO ACRES 4.3

RIGHT NO				NE				NW				SW				SE			
	TNS	RNG	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
CLAIM	10N	13E	17					5.5											
GIS								4.3											
RECOM																			
CLAIM																			
GIS																			
RECOM																			
CLAIM																			
GIS																			
RECOM																			
CLAIM																			
GIS																			
RECOM																			

B71-DBPOD.SHP

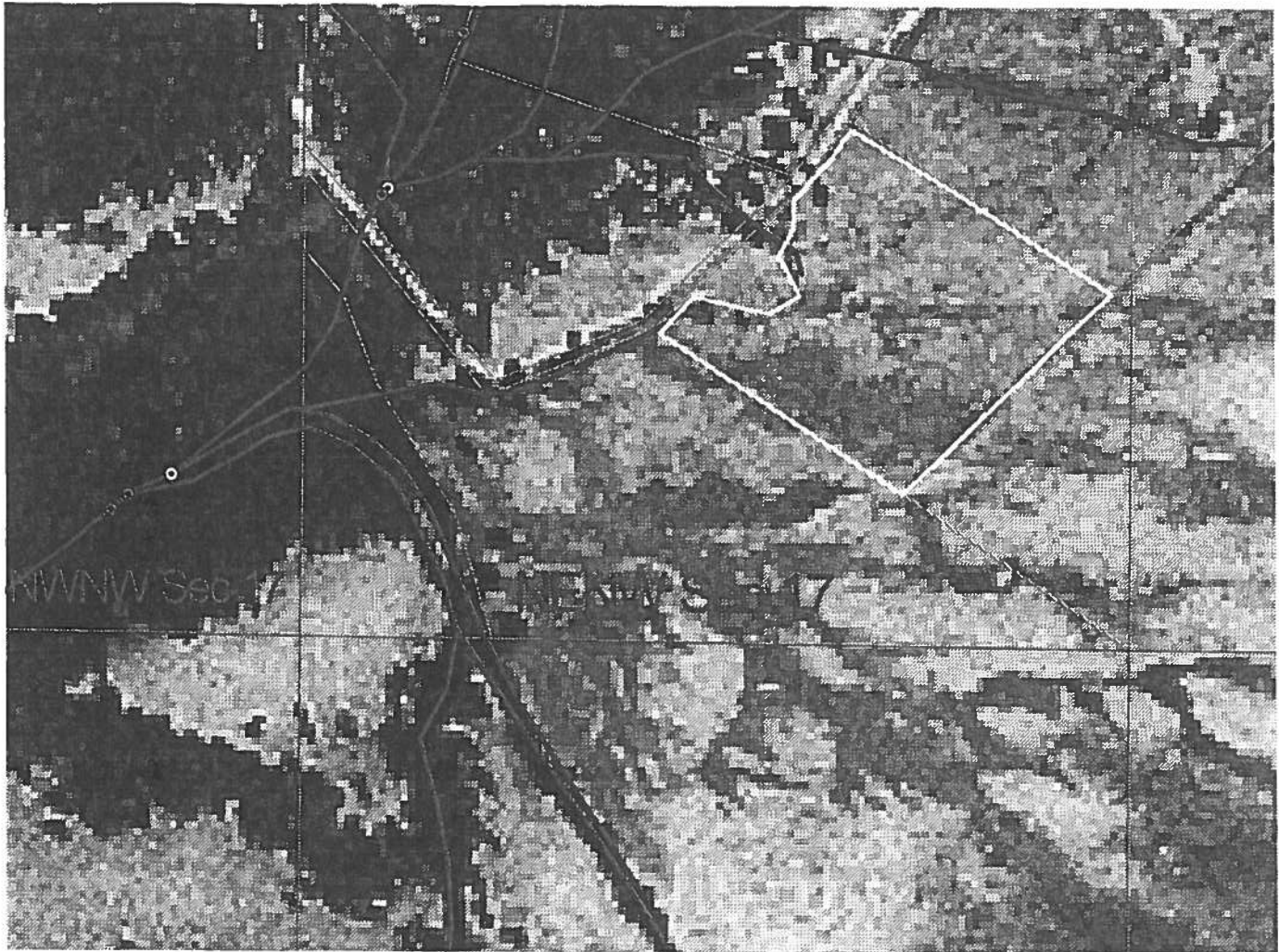
NOS DESCRIPTION
135 SE NW NW 517
137 SW NE NW 517

B71-DBPOU.SHP

SHAPE NOS
123230

DBF TABLES UPDATED
B71-DBPOD.DBF ✓
B71-DBPOU.DBF ✓

IDAHO DEPARTMENT OF WATER RESOURCES
71-00019B, 71-00020B, 71-00021B
& 71-04053



330 0 330 660 990 1320 Feet

RECOMMENDED PLACE OF USE

◉ RECOMMENDED POINT OF DIVERSION

∧ STREAMS AND DITCHES

▭ SECTION LINES

▭ QUARTER/QUARTER LINES

▭ TAX LOT (PROPERTY) LINES



GIS REPRESENTATION OF CLAIM RECOMMENDATION
1987 NAPP PHOTOGRAPHY
DATA ENTRY BY: DOUGLAS JONES
DATA ENTERED: 7/10/98

REEVALUATION OF IRRIGATION RATES BASED UPON 1997 REVISED HUBBLE ANALYSIS PROCEDURES

CLAIM NUMBERS

71-04053 71-00019B
71-00020B 71-00021B

DATE: 7/10/95, 1998

REVIEWED BY [Signature]

STANLEY BASIN SOIL REVIEW								
SOIL TYPE	OPTIMUM ROTATION	BORDER EFF	BORDER CFS/AC	FURROW EFF	FURROW CFS/AC	MAD	PF	BORDER / FURROW
AM1	4.00	3.5	0.30	22.3	0.05	1.00	1.14	6.09
BG1	5.00	5.8	0.19	34.3	0.03	1.32	1.13	5.99
CNB	7.00	7.8	0.14	47.3	0.02	1.82	1.11	6.20
GO1	14.66	25.5	0.04	24.6	0.04	3.65	1.07	0.96
LA4	4.00	3.7	0.30	23.6	0.05	1.06	1.14	6.46
PY1	5.66	6.3	0.17	37.9	0.03	1.46	1.12	5.98
RD1	5.66	6.3	0.17	37.9	0.03	1.46	1.12	5.98
RP1	4.33	6.9	0.16	35.2	0.03	1.13	1.13	5.18
SN1	2.66	2.47	0.45	15.4	0.07	0.69	1.14	6.30
ST1	3.33	3.2	0.36	20.3	0.05	0.91	1.14	6.65
TN1	4.66	4.2	0.26	26.9	0.04	1.21	1.13	6.44
TP4	9.33	9.5	0.11	60.0	0.02	2.31	1.10	6.24
WG1	2.66	2.4	0.45	14.9	0.07	0.67	1.14	6.12
WV1	13.00	17.4	0.06	50.3	0.02	3.24	1.08	2.91

The rate per acre calculations are based upon a 300 foot run at a 2% slope. An 8 hour set time was also used. Individual graded border evaluations, soil characteristics work sheets, and peak irrigation diversion requirement work sheets have been created and archived separately for each soil type.

Where actual rotation is shorter than the optimal rotation, optimal rotation is the criteria to be used for the recommendation analysis and, therefore, the rotation percentage adjustment is not necessary. The rate becomes the acres per soil type times the rate per acre from the above chart.

SOIL TYPE	OPTIMAL ROTATION / (chart)	ACTUAL ROTATION / (field)	ACRES PER SOIL TYPE (field)	RATE PER ACRE (chart)	TOTAL DIVERSION RATE
AM1	4	10	* ~~4.33~~	* .3	= ~~1.36~~ CFS
AM1	4	10	* 2.5	* .3	= .75 CFS
AM1	4	10	* 2.8	* .3	= .84 CFS

TOTAL ACRES 4.3

DECREED RATE =

CLAIMED DIVERSION RATE =

ORIGINAL HUBBLE RATE =

MEASURED DIVERSION RATE =