

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: A72-04077
Date Received: 12/18/1989
Receipt No: 5010812 LW
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: PETERSEN RANCH TRUST 801-262-4615
Address: C/O CLARENCE E. PETERSEN
585 W. 33RD SOUTH
SALT LAKE CITY, UT 84115

2. Date of Priority: JUN 01, 1922

3. Source: BAYHORSE CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
12N	18E	12	SE	SW	NE		CUSTER
			NE	NE	SE		CUSTER
	19E	7	SW	NW	SW	8	CUSTER
			SE	NW	SW	8	CUSTER
			NE	SW	SE	10	CUSTER
			NW	SW	SE	10	CUSTER

5. Description of diverting works:
WING DAMS & DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	4.500		
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is 117.5 Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSEHOLD

A72-04077

Page 1

Date: 01/02/90

COPY

MICROFILMED

MAR 18 1993

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12N	18E	12	SW	NE		IRR	0.5
			SE	NE		IRR	0.5
			NE	SE		IRR	4.0
			Section Acres				5.0
	19E	7	SW	NE	4	IRR	2.0
			SE	NW	4	IRR	22.0
			NE	SW		IRR	1.0
			NW	SW	8	IRR	5.0
			NE	SE	7	IRR	2.0
			NW	SE	7	IRR	3.0
			SW	SE	10	IRR	1.0
			SE	SE	10	IRR	6.0
			SE	SE	10	DOMEST	
			Section Acres				42.0
			Total Acres				47.0

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:
ORIGINAL STATUTORY CLAIM APPEARS NOT TO BE COMPLETE. THIS
CLAIM MORE CORRECTLY DESCRIBES HOW WATER IS BEING USED.

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 Organizations:

I do solemnly swear or affirm that I am Sec - Treas. of
Title
Petersen Ranch Trust, that I have signed the foregoing
Organization
document in the space below as _____ of
Title
_____ and that the statements contained in the
Organization
foregoing document are true and correct.

Clarence C. Petersen
Signature of Authorized Agent

Sec & Treas.
Title and Organization

12 - 22 89
Date

State of ~~Idaho~~ Utah)
County of SL) SS.

Subscribed and sworn (or affirmed) before me this 27 day
of Dec 19 89

Christine Hughes
Notary Public

Seal

Residing at SLC, UT
My Commission Expires 20 Feb 1990



MICROFILMED
MAR 18 1993

T13N
T12N



DOMESTIC

3 MILE
7000 FEET
KILOMETER



MICROFILMED
MAR 1 8 1993
BAYHORSE, IDAHO
N4422.5-W11415/7.5

AIM # A72-04077

ne evidence of priority was found on micro fiche records.
idence of priority letter not sent to claimant.

idence on micro fiche Claim # 72-04077

MICROFILMED

MAR 18 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

A72-04077
PETERSEN RANCH TRUST
C/O CLARENCE E. PETERSEN
585 W. 33RD SOUTH
SALT LAKE CITY UT 84115

Letter not sent

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 18 1993

72-4077

RECEIVED

JUL 31 1981

Department of Water Resources

AFFIDAVIT

Fred Lutzinger

Frank Monaffi

Louis Thompson, an familiar with

the use of 4.5 cfs of water from the Bayhore creek
 2 pts in NESE 1/4 Sec 7 Twp 12 N Rge 18E
 Lot 4 19acs NESE 1/4 Sec 7 Twp 12 N Rge 18E used upon
 SENE 2 acs NESE 3 acs Sec 12, Twp 12N Rge 18E since 1932

DATED: July 23, 1981

Louis Thompson
Frank Monaffi
Fred Lutzinger

STATE OF IDAHO)
 County of) ss.

On this 23rd day of July, 1981, before me, the undersigned, a Notary Public, for and for said State personally appeared *Louis Thompson*, *Frank Monaffi*, *Fred Lutzinger* known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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

Marjorie Brown
 Notary Public for Idaho
 Residing at Clayton
 My Commission Expires: Nov. 24, 1982



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 30, 1993 R. KEITH HIGGINSON
Director

JAMES BOONE PETERSEN
3380 S 500 W
SALT LAKE CITY UT 84115

RE: SRBA CLAIMS A72-04076, A72-04077, A72-04078 & A72-04079

DEAR MR. PETERSEN,

THE ABOVE CLAIMS ARE SHOWN AS APPURTENANT TO YOUR LANDS AND I HAVE ENCLOSED A PRINT OUT OF EACH RECORD FOR YOUR INFORMATION.

THE DOMESTIC USE IS CLAIMED UNDER A72-04077 AND MAY COVER THE USES WE FOUND FOR YOUR TRAILER LOCATION. THEREFORE, I WILL NOT SEND YOU THE PERMIT INFORMATION WE DISCUSSED ON FRIDAY, MARCH 26.

WE WILL BE CONFIRMING THE CLAIMS DESCRIBED ABOVE IN THE COMING MONTHS WITH ADDITIONAL FIELD EXAMINATIONS. ENCLOSED IS INFORMATION DESCRIBING THE NEED FOR PROOF OF EVIDENCE OF PRIORITY, A COPY OF A LETTER REQUESTING THIS INFORMATION AND COPIES OF THE INFORMATION ON FILE TO DATE SUPPORTING YOUR PRIORITY DATES. PLEASE NOTE THE REQUEST FOR THIS INFORMATION WAS NOT SENT BECAUSE OF THE AFFIDAVITS ON FILE, HOWEVER, IF YOU HAVE ADDITIONAL INFORMATION OR PROOF OF THIS TYPE IT WILL ADD SUPPORT YOUR CLAIMS.

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT ME AT OUR OFFICE.

SINCERELY,

STEVE CLELLAND
WATER AGENT, SR.

ENC:

e _____ of _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

APPLICATION FOR TRANSFER OF WATER RIGHT

NEVER
PAID FEES

PART 1

* PARTIAL DECREE ISSUED

name of applicant Petersen Ranch Trust Phone 801-8860823

Office address 1526 So 700 W SLC- 201-84104
Salt Lake City

PURPOSE OF TRANSFER

- ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

Describe the reason for the proposed changes _____
To move water from B L on ground to private
ground.

DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use	
<u>72-04077</u>	<u>06/01/1922</u>	<u>4.50 cfs</u>	<u>IRRIGATION</u>	<u>04/01</u>	to <u>10/31</u>
		<u>0.04 cfs</u>	<u>DOMESTIC</u>	<u>01/01</u>	to <u>12/31</u>
					to _____
					to _____

Total amount of water being transferred 4.50 cubic feet per second and/or _____ acre-feet per annum.

Source of water BAYHORSE CREEK tributary to SALMON RIVER

Point(s) of Diversion: NO CHANGE (SEE PART 2 FOR DESCRIPTIONS)

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>12N</u>	<u>18E</u>	<u>12</u>			<u>.1</u>										<u>3.5</u>				<u>3.6</u>
<u>12N</u>	<u>19E</u>	<u>7</u>			<u>.1</u>						<u>20.3</u>	<u>4.4</u>			<u>3.7</u>	<u>2</u>	<u>1.5</u>	<u>6.5</u>	<u>38.5</u>
					<u>LOT 4</u>					<u>LOT 4</u>					<u>LOT 7</u>	<u>LOT 7</u>	<u>LOT 10</u>	<u>LOT 10</u>	
																		<u>D</u>	

TOTAL
42.1
ACRES

PART 1

i. General Information:

a. Description of diversion system Dams and Ditches from creek to
place of use -

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
ACRES BEING MOVED ARE CURRENTLY ON BLM GROUND AND
WILL NO LONGER BE IRRIGATED.

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____.

PART 2

A. DESCRIPTION OF RIGHT AS RECORDED:

Claim No. 72-04077

STAGE: BENEFICIAL USE

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>
IRRIGATION	04/01 to 10/31	4.50 CFS
DOMESTIC	01/01 to 12/31	0.04 CFS
	Totals	4.50 CFS

<u>SOURCE</u>	<u>TRIBUTARY OF</u>
BAYHORSE CREEK	SALMON RIVER

Priority: 06/01/1922

<u>LOCATION OF POINT(S) OF DIVERSION:</u>	SESWNE , Sec. 12, Township 12N, Range 18E
	SENESE , Sec. 12, Township 12N, Range 18E
	SWNESW , Sec. 7, Township 12N, Range 19E
Lot 8 (SENWSW),	Sec. 7, Township 12N, Range 19E
Lot 10 (NESWSE),	Sec. 7, Township 12N, Range 19E
Lot 10 (NWSWSE),	Sec. 7, Township 12N, Range 19E
	CUSTER County

PLACE OF USE:

IRRIGATION

				NE				NW				SW				SE												
				NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM		
---	---	---	:	-----	-----	-----	-----	:	-----	-----	-----	-----	:	-----	-----	-----	-----	:	-----	-----	-----	-----	-----	:	-----			
12N	18E	12	:				.1	:				.2	:					:				03			:	3.6		
12N	19E	7	:				04-.1	:				.3	04-20	:				03	08-01				07-03	07-02	10-01	10-06	:	38.5
																							TOTAL ACRES		42.1			

DOMESTIC

12N 19E 7 :	:	:	:	:	10-D :
-------------	---	---	---	---	--------

CONDITIONS / REMARKS:

Claim No. 72-04077

CONDITIONS/REMARKS:

1. THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 72 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER RIGHTS IN BASIN 72:

WATER RIGHT NO.	SOURCE
NONE	NONE

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER IN BASIN 72 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 72 ARE FROM CONNECTED SOURCES OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED CONJUNCTIVELY.

2. THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR DOMESTIC USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Describe any other water rights used for the same purpose as described above:

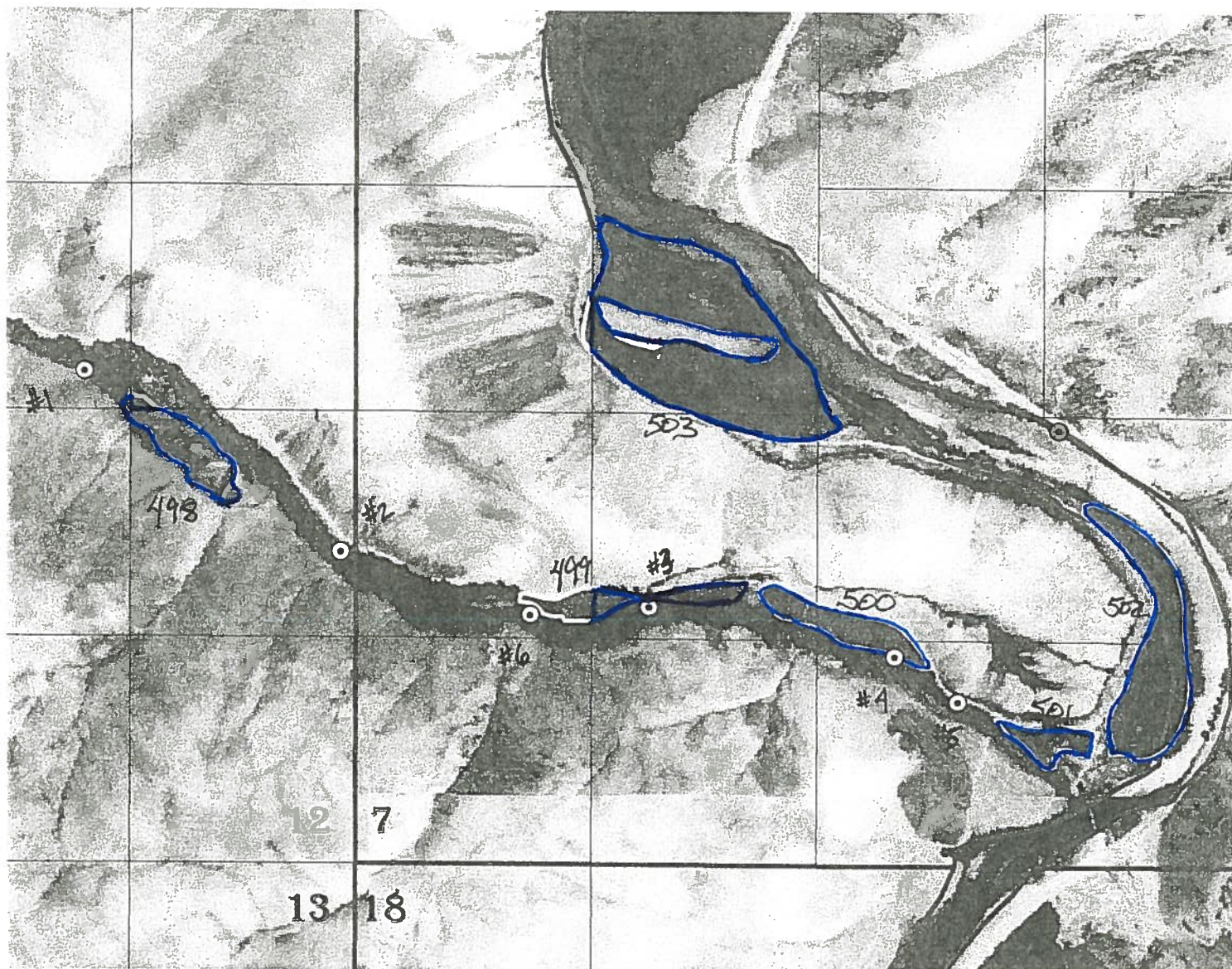
To your knowledge has any portion of this water right undergone a period of five or more consecutive years of non-use? ____ If yes, describe:

Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

IDAHO DEPARTMENT OF WATER RESOURCES

72-04077



660 0 660 1320 Feet

-  RECOMMENDED PLACE OF USE *FOR TRANSFER*
-  RECOMMENDED POINT OF DIVERSION
-  SECTION LINES
-  QUARTER-QUARTER LINES
-  STREAMS & DITCH CHANNELS

TWN: 12N
RNG: 18E & 19E
SEC: 7 & 12



GIS PLACE OF USE PRESENTATION
USFS AERIAL PHOTOGRAPHY, 1988
BY STEVE CLELLAND

DATE: JAN. 8, 1999

PART 3**B. CHANGES IN NATURE OF USE**

1	<u>New Nature of Use</u>	<u>Amount (cfs/ac-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
	_____	_____	_____	_____ to _____
	_____	_____	_____	_____ to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Peterman Ranch Trust
by *F. C. Peterson* by POA
(Signature of Applicant)

Subscribed and sworn to before me this 8th day of JUNE, 192000

Stuart O. O'Connell
(Notary Public)

My commission expires 12/7/2000

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by _____ Date _____ Protest filed by _____

Prelim. check by _____ Fee _____

Receipted by _____ Date _____

Published in _____ Copies of protest forwarded by _____

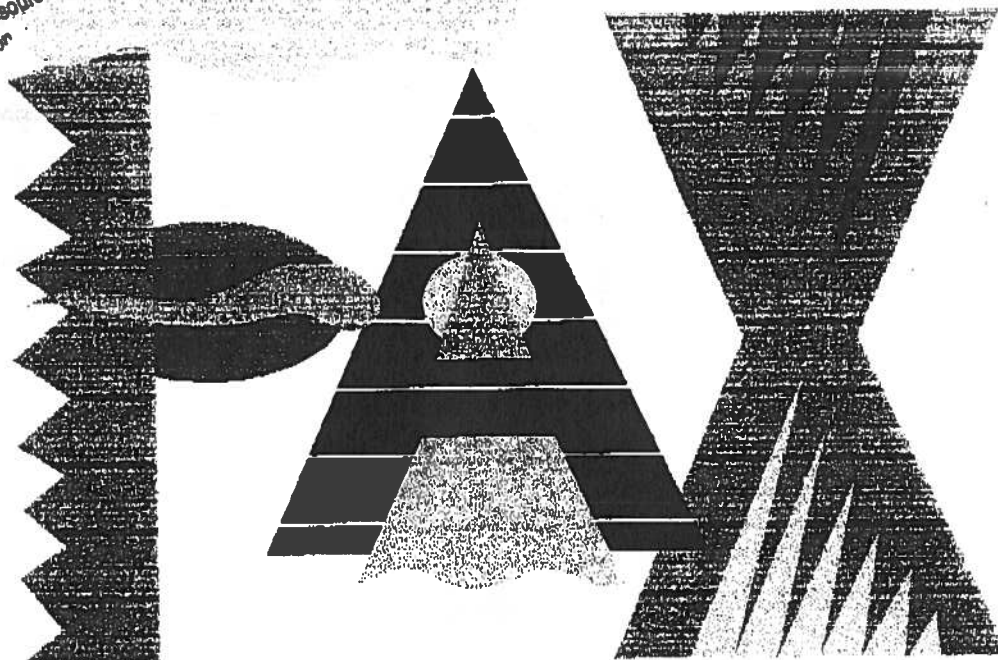
Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

RECEIVED
JUN -9 2000
Department of Water Resources
Southern Region



To: Steve Clelland
From: Gary Peterson

DATE: 6-9-00

FAX #: 1-208-736-3037

TOTAL PAGES INCLUDING COVER: 3

CONTACT:



Power of Attorney

TRANS.

A205-10
R205-04**GENERAL POWER OF ATTORNEY**

(With Durable Provision)

NOTICE: THIS IS AN IMPORTANT DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS. THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. YOU MAY SPECIFY THAT THESE POWERS WILL EXIST EVEN AFTER YOU BECOME DISABLED, INCAPACITATED OR INCOMPETENT. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

TO ALL PERSONS, be it known that I, Clarence C. Petersen
of St. George Utah
the undersigned Grantor, do hereby make and grant a general power of attorney to
Gary J. Petersen of Park City Utah
and do thereupon constitute and appoint said individual as my attorney-in-fact.

My attorney-in-fact shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through an agent:

(NOTICE: The grantor must write his or her initials in the corresponding blank space of a box below with respect to each of the subdivisions (A) through (O) below for which the Grantor wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision. Cross out each power withheld.)

- | | |
|------------|--|
| <u>CCP</u> | (A) Real estate transactions |
| [] | (B) ~~Tangible personal property transactions~~ |
| [] | (C) ~~Bond, share and commodity transactions~~ |
| [] | (D) ~~Banking transactions~~ |
| <u>CCP</u> | (E) Business operating transactions |
| [] | (F) ~~Insurance transactions~~ |
| [] | (G) ~~Gifts to charities and individuals other than Attorney-in-Fact~~
(If trust distributions are involved or tax consequences are anticipated, consult an attorney.) |
| [] | (H) ~~Claims and litigation~~ |
| [] | (I) ~~Personal relationships and affairs~~ |
| [] | (J) ~~Benefits from military service~~ |
| <u>CCP</u> | (K) Records, reports and statements |

- [] (L) ~~Full and unqualified authority to my attorney in fact to delegate any or all of the foregoing powers to any person or persons whom my attorney in fact shall select~~
- [] (M) ~~Access to safe deposit box(es)~~
- [] (N) All other matters

Durable Provision:

[680]

- (O) If the blank space in the block to the left is initialed by the Grantor, this power of attorney shall not be affected by the subsequent disability or incompetence of the Grantor.

Other Terms:

My attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he/she in his/her best discretion deems advisable, and I affirm and ratify all acts so undertaken.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this

8TH

day of

June

, 2000 (year)

Signed in the presence of:

Witness

Witness

Grantor

Attorney-in-Fact

State of Utah

County of Washington

On June 8th, 2000 before me, Clarence E Peterson, appeared
, personally known

to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(Seal)



NOTARY PUBLIC
SHAREEN HOLT
One South Main
St. George, UT 84770
COMMISSION EXPIRES
MAY 19, 2001
STATE OF UTAH

Affiant Known Produced ID
Type of ID Utah # 8759495



STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
ALAN G. LANCE

RECEIVED
JAN 25 2000
Department of Water Resources
Southern Region

January 20, 2000

Gary Petersen
1526 S. 700 W.
Salt Lake City, UT 84104

RE: Water Right Numbers 72-04076 & 72-04077

Dear Mr. Petersen

I am writing to notify you that the Idaho Department of Water Resources has rejected the change of ownership you filed on the above named claim because you are not authorized to sign documents on behalf of the family trust. Furthermore, water rights may only be listed in the name of the legal owner of the water right. When a water right is held by a trust, the trustees are the legal owners of that water right.

The Trust Agreement enclosed with the change of ownership names Don and Clarence Petersen as trustees. Unless you can show that you have been designated as a successor trustee, the Department will not put the water right in your name nor will it accept any documents signed by you on behalf of the trust. If the trustees wish to have mail relating to these water rights sent to your house, they can submit the enclosed change of *address* form. If they choose to submit this change of address, it must be signed by one of the trustees.

If you have any questions, please contact me at 327-7900.

Sincerely,

Sara C. Denniston
Deputy Attorney General
Idaho Department of Water Resources

cc: Clarence Petersen
Doug Jones

COPY

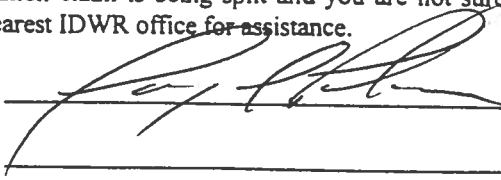
< See
A72-4077 >

Deed is missing
"EVEN" pages
attached.
AS
8/23/00
scw

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

RECEIVED
JAN 25 2000
 Department of Water Resources
 Southern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

1. Water Right or Adjudication Claim No(s): 72-04076, 72-04077
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND**
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Petersen Ranch Trust
40 Clarence E. Petersen
585 W. 33rd South
Salt Lake City, Ut 84115
4. New Owner/Claimant(s) Petersen Ranch Trust
40 Gary Petersen
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 1526 S. 700 W.
 City, State and ZIP Code Salt Lake City, Ut 84104
 New Telephone Number () _____
5. Date you acquired the property 4-6-88
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes _____ Other uses _____
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) 
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

TRUST AGREEMENT

THIS AGREEMENT made this 6 day of April, 1988, by DON E. PETERSEN, CLARENCE E. PETERSEN, DONNA H. PETERSEN, (which three are hereinafter sometimes referred to as the "Parents"), and GARY L. PETERSEN, LINDA ERICKSON, DON EMIL PETERSEN, JAMES B. PETERSEN, MARY SENTER, and VALERIA ANDERSON (which six, together with the Parents, are hereinafter sometimes referred to as the "Grantors") and DON E. PETERSEN and CLARENCE S. PETERSEN (the "Trustees"), for the purpose of establishing a trust whereby such property as may be received by the Trustees, from time to time, will be held, managed, utilized and distributed as set forth herein.

1. Trust Property. The Grantors have transferred and delivered to the Trustees the parcel of real property described in Schedule "A" attached hereto, together with all improvements thereon (which parcel and improvements are hereinafter referred to as the "Petersen Ranch"), to have and to hold the same, and any cash, securities, or other property which the Trustees may, pursuant to any of the provisions hereof, at any time hereafter, hold or acquire, all of such property being hereinafter referred to collectively as the Trust Estate, for the uses and purposes and upon the terms and conditions herein set forth.

2. Dispositive Provisions. The Trustees shall hold, manage, invest, and reinvest the Trust Estate, and shall collect the income thereof and dispose of the net income and principal as follows:

a. During the lifetimes of the Parents, and the survivor of them, the Trustees shall allow the Parents and their descendants to use the Petersen Ranch at such times, and pursuant to such rules and policies as the Trustees may, from time to time determine, in their sole discretion. In addition, the Trustees shall pay, in not less frequent than annual installments, all of the net income of the Trust Estate, and so much of the principal, up to the whole thereof, as the Trustees may, from time to time, deem necessary or advisable for their use and benefit, to:

A. The Grantor, Don E. Petersen, and after his death and until the death of the survivor of Clarence and Donna, to his children in equal shares, an undivided 20.3% interest therein;

B. The Grantors, Clarence E. Petersen and Donna H. Petersen, or the survivor of them, and, after the death of the last of them to die and until the Don's death, to

interest being charged by First Interstate Bank, or its successors, in Salt Lake City, Utah (with such rate to change at the same time the bank changes its prime rate). Such amount, together with all accrued interest, shall become a charge against the interest of the defaulting party or parties in the Trust Estate,

c. Upon the death of the last of the Parents to die, the Successor Trustees shall use and dispose of the property then comprising the Trust Estate, both principal and accumulated income, as directed in paragraph 2(d) below.

d. All Trust principal, including the Petersen Ranch, together with all accumulated income, directed to be disposed of under the provisions of paragraph 2(d), shall be held in Trust for the benefit of the descendants of the undersigned, and shall be disposed of as follows:

A. Until such time as this Trust terminates, as provided below, the Successor Trustees shall permit the Parents' descendants to use and enjoy and Petersen Ranch on such terms and pursuant to such rules and regulations as the Successor Trustees may, from time to time, in their sole discretion, determine and communicate in writing to the beneficiaries of this Trust. The Successor Trustees shall be responsible for the care, repair, maintenance and condition of the Petersen Ranch, but shall have no personal liability to the beneficiaries of this Trust, in connection therewith, except for their respective acts of willful misconduct. The Successor Trustees shall have the power to assess each such descendant with his or her respective share of all amounts necessary to conserve, maintain, preserve and care for the Petersen Ranch, and all improvements thereon, and to construct such additional improvements as may, from time to time, be approved by a majority of Don's descendants, and a majority of the descendants of Clarence and Donna. Upon the failure or refusal of any descendant to pay such assessment, the Successor Trustees shall charge the interest of such descendant in the Petersen Ranch with the amount of each such unpaid assessment, including interest thereon as provided in paragraph 2(b) above, even to the whole thereof.

B. The Successor Trustees shall divide the Petersen Ranch and the remainder of the Trust Estate, as follows:

1. An undivided one-half interest therein shall be divided into as many equal shares as there are children of Don then living, and children of

which they are entitled, then the Successor Trustees shall distribute that portion to the other beneficiaries who are descendants of the same Parent or Parents, proportionate to each beneficiary's interest in the Trust Estate; provided, however, that if there are then no remaining beneficiaries, the Successor Trustees shall distribute the Trust Estate to the living heirs at law of each of the Grantors, in the same priority and in the same distributive order as listed in the Utah law of intestate succession, as in force on the date of the signing of this Trust Agreement.

e. In any event, and anything to the contrary herein contained notwithstanding, the trusts created in this Agreement shall terminate upon the date of the expiration of twenty-one years after the death of the survivor of the Grantors, and their issue now living, in the event these trusts shall not have previously terminated in accordance with the terms hereof. In the event of the termination of these trusts as provided for in this paragraph 2(e), the Successor Trustees shall distribute the Trust Estate as it shall then be constituted, together with any accumulated income, to the beneficiaries then entitled to the income from the Trust Estate, in the same proportions in which they are entitled to such income.

3. Trustees' Powers During Parents' Lifetime. In the administration of the Trust Estate, the Trustees (including Donna, if she is serving, and any Successor Trustees who may be serving with Donna or a named Trustee) shall have the following powers, and be governed by the following provisions, during the lifetime of the Parents, and the survivor of them:

a. To exercise all rights, powers and privileges which might or could be exercised by one owning such property absolutely and in his own right;

b. To buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes as he may determine, to maintain and operate margin accounts with brokers, and to pledge any securities held or purchased by him with brokers as security for loans and advances made to the Trustee; and

c. To do any and all acts, and to convey, distribute or otherwise dispose of any or all property at any time comprising the Trust Estate, without any authorization being required other than as set forth in this Agreement.

4. Successor Trustees' Powers. In the administration of the Trust Estate, the Successor Trustees shall have the

e. To vote in person or by proxy upon all stocks or other securities held; to participate in any plan of reorganization, including consolidation or merger; to deposit any such property under any such plan or reorganization with any protective reorganization committee and to delegate to such committee discretionary powers with relation thereto, and to pay a proportionate part of the expense of such committee and any assessment levied under any such plan and to accept and retain new securities received pursuant to any such plan; to exercise all conversion, subscription, voting and other rights of whatsoever nature appertaining to the estate or to the trust property and to pay such sums as may be deemed advisable in connection therewith; to cause the securities held by them to be registered in the name of a nominee or their own names without disclosing the fiduciary capacity, or hold in "street" form and without liability in so doing;

f. To hold, invest, reinvest and retain any funds or property held hereunder, including also, but not by way of limitation, accumulations of income for beneficiaries, in stocks of any kind, bonds, securities or obligations of any person or of any private corporation or of any state of the United States or county or municipality therein, or of the government of the United States and in such other property, investments and securities of any class, kind or character as they may deem suitable without regard to any restrictions of law on investments by personal representatives; and to change the form of any or all investments;

g. To determine whether any payments, distributions, expenses or other disbursements shall be charged against principal or income, or partly against principal and partly against income; to retain and secure such services of accountants and attorneys as they shall deem advisable and to pay for such services;

h. To determine any questions which may arise as to what constitutes principal or income, or as to what the stated value of any asset or property is or was, at any given date, as between the interests of any person interested hereunder; and their decision shall be conclusive against all persons interested hereunder;

i. To make any division or distribution of, or payments from the Trust Estate in cash or in property, or partly in cash and partly in property, and, for those purposes, and in their discretion, to use and allot any property then included in the Trust Estate in an equitable manner, such use and allocations to be conclusive against all persons interested hereunder;

property acceptable to the Trustees, in addition to the property presently transferred and delivered, and such cash, securities and other property shall become a part of the Trust, and shall be held, administered and disposed of by the Trustees and Successor Trustees in accordance with the provisions of this Agreement without the execution of any further instrument or declaration.

6. Accounting by Trustees.

a. No accounting shall be required of the Trustees as long as Don and Clarence or Donna are serving as Trustees.

b. Following the death, resignation or incompetency (as determined under the procedure outlined in paragraph 8 below) of either Don or both Clarence and Donna, or of all Parents, the Successor Trustees shall, for each calendar year, or portion thereof, prepare and distribute to the remaining Grantors and all others who were, at any time during such calendar year, or portion thereof, entitled under the terms of this Trust Agreement to receive income from the Trust Estate, an accounting of the Trust Estate, and the income and expense thereof.

c. At any time, and from time to time after the deaths of the Parents, the then-living remaining Grantors may, by a written instrument signed and acknowledged by them and delivered to the Successor Trustees, settle the account of the Successor Trustees with respect to the Petersen Ranch, or to the other principal or income, of the Trust Estate, and release and discharge the Successor Trustees. Every such settlement, release and discharge shall be conclusive and binding upon, and shall be an absolute protection to the Successor Trustees against all claims of any income beneficiaries, remaindermen, or other persons who might then or thereafter have or claim any interest under this Agreement, and no such income beneficiary, remainderman, or other person shall have any right of accounting, any claim, or any cause of action against the Successor Trustees arising from any matter or thing done or omitted to be done in connection with this Agreement or any trust hereby created, during any period in respect of which the account of the Successor Trustees shall have been so settled.

7. Compensation of Trustees. The Successor Trustees shall be entitled to receive a reasonable compensation for their services hereunder.

8. Resignation and Removal of Trustees.

a. If at any time Don shall resign as Trustee, or shall become incompetent in the opinion of two physicians,

sions of this Agreement granted to and vested in the original Successor Trustee named herein.

g. No bond shall be required of the original Trustee or of any Successor Trustee who is a Grantor.

9. Spendthrift Clause. The interest of any beneficiary in the Trust Estate, including, but not limited to, the allocations of principal and distributions of such principal and the income thereon to such beneficiary, as provided for in this Agreement, shall not be subject to or be liable for any of the debts, contracts, engagements, torts or taxes of any of the beneficiaries named in this Agreement, nor shall they be liable or subject to execution, attachment, or any other legal process at the suit of any creditor or otherwise; nor shall they be subject to assignment, transfer, or anticipation; but all payments of principal and income shall be made by the Successor Trustee to the designated beneficiaries upon their own property receipt in writing, or in the case of an infant beneficiary upon the proper receipt in writing of his guardian.

10. Situs. The Grantors declare that this Agreement and the Trust created hereby shall be construed under and regulated by the laws of the State of Utah, and that the validity and effect of this Agreement and of this Trust shall be determined in accordance with the laws of that State, and that the Trustees and Successor Trustees shall not be required to account in any court other than one of the courts of that state.

11. Amendment and Revocation.

a. The Grantors reserve the right to amend or modify this Agreement, and the Trust herein created. Such amendment or modification shall be made by an instrument in writing signed by the Grantors, and shall be effective upon signing without notice to any Successor Trustee.

b. The Grantors reserve the right to revoke this Agreement, and the Trust herein created, prior to the death of the survivor of the Parents, by an instrument in writing signed by any one or more of them, or by all of them, and shall be effective upon delivery of such writing to each Grantor.

c. Following the death of the survivor of the Parents, this Agreement, and the Trust herein created, may be amended, modified or revoked by the Grantors. Such amendment, modification or revocation shall be made by an instrument in writing signed by a majority of Don's children, and a majority of the children of Clarence and Donna, and shall become effective upon the writing being delivered to each of the Grantors.

1017010

Schedule "A"

Property transferred to Don M. Petersen and Clarence E. Petersen,
Trustees of the Trust Agreement by Grantors
Don E. Petersen and Clarence E. Petersen, Donna H. Petersen,
Gary L. Petersen, Linda Erickson, Don Emil Petersen,
James B. Petersen, Mary Senter and Valeria Anderson

The Grantors, Don E. Petersen, Clarence E. Petersen, Donna
H. Petersen, Gary L. Petersen, Linda Erickson, Don Emil Petersen,
James B. Petersen, Mary Senter and Valeria Anderson, hereby
assign, transfer and deliver to the Don E. Petersen and Clarence
E. Petersen, Trustees, the following:

An undivided 20.3% interest from Clarence E. Petersen; an
undivided 20.3% interest from Don E. Petersen; an undivided 0.2%
interest from Donna H. Petersen; an undivided 14.74% interest
from Gary L. Petersen; an undivided 14.74% interest from Linda
Erickson; an undivided 7.43% interest from Don Emil Petersen; an
undivided 7.43% interest from James B. Petersen; an undivided
7.43% interest from Mary Senter; and an undivided 7.43% interest
from Valeria Anderson in and to certain parcels of real estate
situate and lying in the County of Custer, State of Idaho, more
particularly described as follows:

The Southeast Quarter of the Northwest Quarter; the
Southwest Quarter of the Northeast Quarter; the North half of
the Southeast Quarter, being all in Section 12, Township 12
North, Range 18, East Boise Meridian, containing 160 acres.

The Northeast Quarter of the Northeast Quarter, Section
24, Township 12 North, Range 18, East Boise Meridian, con-
taining 40 acres.

All of Lot 14, Section 6, Township 12 North, Range 19,
East Boise Meridian, containing 5.35 acres.

All of T-207, Section 7, Township 12 North, Range 19,
East Boise Meridian, containing 46.00 acres.

All of Lot 4, Section 7, Township 12 North, Range 19,
East Boise Meridian, containing 23.17 acres.

The Northeast Quarter of the Southwest Quarter, Section
7, Township 12 North, Range 19, East Boise Meridian, contain-
ing 40.00 acres.

On the 6 day of April, 1988, personally appeared before me CLARENCE E. PETERSEN and DONNA H. PETERSEN, two of the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Christine Hughes
Notary Public
Residing at: SLC

My Commission Expires:

20 Feb 1990

STATE OF UTAH

County of Salt Lake

)
) SS

On the 6 day of April, 1988, personally appeared before me DON E. PETERSEN, one of the signers of the foregoing instrument, who duly acknowledged to me that he executed the same.

Christine Hughes
Notary Public
Residing at: SLC

My Commission Expires:

20 Feb 1990

STATE OF Utah

County of SL

)
) SS

On the 6 day of April, 1988, personally appeared before me GARY L. PETERSEN, one of the signers of the foregoing instrument, who duly acknowledged to me that he executed the same.

Christine Hughes
Notary Public
Residing at: SLC

My Commission Expires:

20 Feb 1990

COMMUNICATION DOCUMENTATION

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

6/8/2000 1:30 - 3:30 PM

NAME :

RE:

GARY PETERSEN - PETERSEN TRUST APPT TRANSFER APPL

Corey Skinner and I met with Howard Cutler and Gary Petersen to review the transfer application for the Trust. They are moving water off BLM lands back to private lands owned by the Trust. We assisted in completing the application but they were unable to finish the process. They are missing three items;

1. Power of Attorney - Gary is not a trustee but he will get POA from Clarence.
2. Filing fee \$100 - Gary did not have the Trust's checkbook.
3. BLM Letter - IDWR needs a statement that it is okay to move the water off the BLM land; should be no problem since that is the basis of objection.

Since some items were missing, especially the fees, I made a call to Special Master Cushman to see if this would meet the deadline for tomorrow; he said yes.

6/9/94

COMMUNICATION DOCUMENTATION

Claim No. transfer app

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

7/7/2000 3:21 PM

NAME:

RE:

GARY PETERSEN

CALLIN

CUTLER TRANSFER

He called to get the address to mail the transfer check to. Phone 801-886-0823.

72-4077

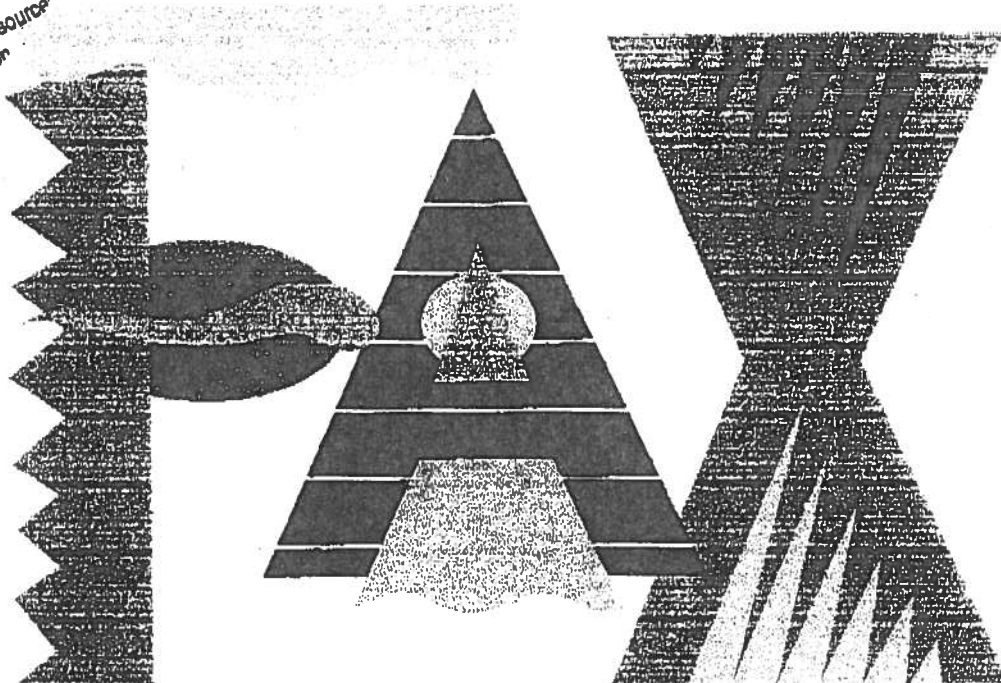
Petersen Ranch Trust

GARY PETERSEN

(801) 886-0823 office

(801) 232-1997 cell

RECEIVED
JUN -9 2000
Department of Water Resources
Southern Region



TO: Steve Clelland
FROM: Gary Peterson

DATE: 6-9-00

FAX #: 1-208-736-3037

TOTAL PAGES INCLUDING COVER: 3

CONTACT:



Power of Attorney

AS

Post-it® Fax Note 7671		Date	# of pages 2
To NICK S.	From STEVE C.		
Co./Dept.	Co.		
Phone #	Phone #		
Fax #	Fax #		

Re: GARY PETERSEN

A205-10
R205-04**GENERAL POWER OF ATTORNEY**

(With Durable Provision)

NOTICE: THIS IS AN IMPORTANT DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS. THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. YOU MAY SPECIFY THAT THESE POWERS WILL EXIST EVEN AFTER YOU BECOME DISABLED, INCAPACITATED OR INCOMPETENT. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

TO ALL PERSONS, be it known that I, Clarence C. Petersen
of St. George Utah
the undersigned Grantor, do hereby make and grant a general power of attorney to
Gary L. Petersen, of Park City Utah
and do thereupon constitute and appoint said individual as my attorney-in-fact.

My attorney-in-fact shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through an agent:

(NOTICE: The grantor must write his or her initials in the corresponding blank space of a box below with respect to each of the subdivisions (A) through (O) below for which the Grantor wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision. Cross out each power withheld.)

- | | |
|------------|---|
| <u>CCP</u> | (A) Real estate transactions |
| [] | (B) ~~Tangible personal property transactions~~ |
| [] | (C) ~~Bond, share and commodity transactions~~ |
| [] | (D) ~~Banking transactions~~ |
| <u>CCP</u> | (E) Business operating transactions |
| [] | (F) ~~Insurance transactions~~ |
| [] | (G) ~~Gifts to charities and individuals other than Attorney-in-Fact~~
(~~If trust distributions are involved or tax consequences are anticipated, consult an attorney.~~) |
| [] | (H) ~~Claims and litigation~~ |
| [] | (I) ~~Personal relationships and affairs~~ |
| [] | (J) ~~Benefits from military service~~ |
| <u>CCP</u> | (K) Records, reports and statements |

- [] (L) ~~Full and unqualified authority to my attorney-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney-in-fact shall select~~
- [] (M) ~~Access to safe deposit box(es)~~
- [] (N) All other matters

Durable Provision:

- (O) If the blank space in the block to the left is initialed by the Grantor, this power of attorney shall not be affected by the subsequent disability or incompetence of the Grantor.

Other Terms:

My attorney-in-fact hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he/she in his/her best discretion deems advisable, and I affirm and ratify all acts so undertaken.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this 8TH day of June, 2000 (year)

Signed in the presence of:

Linda Erickson
Witness
Mary Ann P. Gabrielski
Witness

Clarence E. Petersen
Grantor
Gary L. Petersen
Attorney-in-Fact

State of Utah
County of Washington

On June 8th, 2000 before me, Clarence E. Peterson, appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Shareen Holt



NOTARY PUBLIC
SHAREEN HOLT
One South Main
St. George, UT 84770
COMMISSION EXPIRES
MAY 19, 2001
STATE OF UTAH

Affiant _____ Known _____ Produced ID
Type of ID UTDL #8759475

(Seal)

*** TOTAL PAGES 03 ***

He gave me a contact number of 801-886-0823.

COMMUNICATION DOCUMENTATION

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

7/7/2000 3:21 PM

NAME :

RE:

GARY PETERSEN

CALLIN

CUTLER TRANSFER

He called to get the address to mail the transfer check to. Phone 801-886-0823.

Since some items were missing, especially the fees, I made a call to Special Master Cushman to see if this would meet the deadline for tomorrow; he said yes.

Fax

May 17, 2000

TO: Carter Fritschle, IDWR-State Office
Steve Clelland, IDWR-Southern
Nick Spencer, IDWR-Attorney

FROM: Fred Price, BLM-ISO

RE: 72-04077 Peterson Ranch Trust

Would there be a reduction in quantity if the claimant deletes the 1.6 acres on BLM?

POUs ON BLM:

T12N R18E S12	SENE	0.2 ac
T12N R19E S07	SWNW	0.3 ac
T12N R19E S07 Lot 8 (NWSW)		<u>1.1 ac</u>
		1.6 ac

total acres = 42.1 - 1.6 = **40.5 ac**

DUTY OF WATER:

4.5 cfs / 42.1 total acres = **0.107 cfs/ac** (wow, 5" per acre!)

PROPORTIONATE REDUCTION IN QUANTITY:

40.5 ac x 0.107 cfs/ac = **4.33 cfs ?**

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

Right Number: 72-04077

Name and Address: PETERSEN RANCH TRUST
C/O CLARENCE E PETERSEN
585 W 33RD SOUTH
SALT LAKE CITY, UT 84115

Source: BAYHORSE CREEK Tributary: SALMON RIVER

Quantity: 4.50 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC USE
SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Priority Date: 06-01-1922

Diversion Point: T12N R18E S12 SESWNE Within Custer County
R19E S07 SENESE
SWNESW
LOT 8 (SENWSW)
LOT 10 (NESWSE)
LOT 10 (NWSWSE)

Purpose and Period of Use:	Purpose of Use	Period of Use	Quantity
	Irrigation	04-01 TO 10-31	4.50 CFS
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS

Place of Use:	Irrigation		Within Custer County
T12N R18E S12	SWNE 0.1		~~SENE~~ 0.2
	NESE 3.3		
R19E S07	LOT 4 (SWNE) 0.1		~~SWNW~~ 0.3
	LOT 4 (SENW) 20		NESW 3.3
	~~LOT 8 (NWSW) 1.1~~		LOT 7 (NESE) 3.7
	LOT 7 (NWSE) 2		LOT 10 (SWSE) 1.5
	LOT 10 (SESE) 6.5		
	~~42.1~~ 40.5 Acres Total		
	Domestic		Within Custer County
	T12N R19E S07 LOT 10 (SESE)		

Other Provisions Necessary for Definition / Administration of this Water Right:

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF
WATER IN BASIN 72 SHALL BE ADMINISTERED SEPARATELY FROM ALL
OTHER WATER RIGHTS IN BASIN 72:

WATER RIGHT NO.	SOURCE
NONE	NONE

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF
WATER IN BASIN 72 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 72 ARE FROM CONNECTED
SOURCES OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE
ADMINISTERED CONJUNCTIVELY.

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR
DOMESTIC USE IS NOT A DETERMINATION OF HISTORIC BENEFICIAL USE.

Explanatory Material: Basis of Claim - Beneficial Use



STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
ALAN G. LANCE

RECEIVED
JAN 25 2000
Department of Water Resources
Southern Region

January 20, 2000

Gary Petersen
1526 S. 700 W.
Salt Lake City, UT 84104

RE: Water Right Numbers 72-04076 & 72-04077

Dear Mr. Petersen

I am writing to notify you that the Idaho Department of Water Resources has rejected the change of ownership you filed on the above named claim because you are not authorized to sign documents on behalf of the family trust. Furthermore, water rights may only be listed in the name of the legal owner of the water right. When a water right is held by a trust, the trustees are the legal owners of that water right.

The Trust Agreement enclosed with the change of ownership names Don and Clarence Petersen as trustees. Unless you can show that you have been designated as a successor trustee, the Department will not put the water right in your name nor will it accept any documents signed by you on behalf of the trust. If the trustees wish to have mail relating to these water rights sent to your house, they can submit the enclosed change of *address* form. If they choose to submit this change of address, it must be signed by one of the trustees.

If you have any questions, please contact me at 327-7900.

Sincerely,

Sara C. Denniston
Deputy Attorney General
Idaho Department of Water Resources

cc: Clarence Petersen
Doug Jones

Natural Resources Division - Water Resources Unit
1301 North Orchard St., Boise, Idaho 83706-2237
Telephone: (208) 327-7920, Legal FAX: (208) 327-7866
Adjudication FAX: (208) 327-5400

Deed is missing
"EVEN" pages
AS Attached.
8/23/00
SCC

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

RECEIVED
JAN 25 2000
 Department of Water Resources
 Southern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

1. Water Right or Adjudication Claim No(s): 72-04076, 72-04077
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND**
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed on file with the county.)
 - OR**
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant

Petersen Ranch Trust
40 Clarence E. Petersen
585 W. 33rd South
Salt Lake City, UT 84115
4. New Owner/Claimant(s)

Petersen Ranch Trust
40 Gary Petersen
- New Mailing Address

1526 So. 700 W.
- City, State and ZIP Code

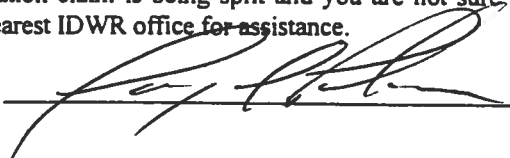
Salt Lake City, UT 84104
- New Telephone Number

() _____
5. Date you acquired the property 4-6-88
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s)


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

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

TRUST AGREEMENT

THIS AGREEMENT made this 6 day of April, 1988, by DON E. PETERSEN, CLARENCE E. PETERSEN, DONNA H. PETERSEN, (which three are hereinafter sometimes referred to as the "Parents"), and GARY L. PETERSEN, LINDA ERICKSON, DON EMIL PETERSEN, JAMES B. PETERSEN, MARY SENTER, and VALERIA ANDERSON (which six, together with the Parents, are hereinafter sometimes referred to as the "Grantors") and DON E. PETERSEN and CLARENCE S. PETERSEN (the "Trustees"), for the purpose of establishing a trust whereby such property as may be received by the Trustees, from time to time, will be held, managed, utilized and distributed as set forth herein.

1. Trust Property. The Grantors have transferred and delivered to the Trustees the parcel of real property described in Schedule "A" attached hereto, together with all improvements thereon (which parcel and improvements are hereinafter referred to as the "Petersen Ranch"), to have and to hold the same, and any cash, securities, or other property which the Trustees may, pursuant to any of the provisions hereof, at any time hereafter, hold or acquire, all of such property being hereinafter referred to collectively as the Trust Estate, for the uses and purposes and upon the terms and conditions herein set forth.

2. Dispositive Provisions. The Trustees shall hold, manage, invest, and reinvest the Trust Estate, and shall collect the income thereof and dispose of the net income and principal as follows:

a. During the lifetimes of the Parents, and the survivor of them, the Trustees shall allow the Parents and their descendants to use the Petersen Ranch at such times, and pursuant to such rules and policies as the Trustees may, from time to time determine, in their sole discretion. In addition, the Trustees shall pay, in not less frequent than annual installments, all of the net income of the Trust Estate, and so much of the principal, up to the whole thereof, as the Trustees may, from time to time, deem necessary or advisable for their use and benefit, to:

A. The Grantor, Don E. Petersen, and after his death and until the death of the survivor of Clarence and Donna, to his children in equal shares, an undivided 20.3% interest therein;

B. The Grantors, Clarence E. Petersen and Donna H. Petersen, or the survivor of them, and, after the death of the last of them to die and until the Don's death, to

their children in equal shares, an undivided 20.5% interest therein;

C. The Grantor, Gary I. Petersen, and after his death and until the death of the survivor of the Parents, to his children in equal shares, an undivided 14.74% interest therein;

D. The Grantor, Linda Erickson, and after her death and until the death of the survivor of the Parents, to her children in equal shares, an undivided 14.74% interest therein;

E. The Grantor, Don Emil Petersen, and after his death and until the death of the survivor of the Parents, to his children in equal shares, an undivided 7.43% interest therein;

F. The Grantor, James B. Petersen, and after his death and until the death of the survivor of the Parents, to his children in equal shares, an undivided 7.43% interest therein;

G. The Grantor, Mary Senter, and after her death and until the death of the survivor of the Parents, to her children in equal shares, an undivided 7.43% interest therein; and

H. The Grantor, Valeria Anderson, and after her death and until the death of the survivor of the Parents, to her children in equal shares, an undivided 7.43% interest therein.

b. It is anticipated that at times the income of the Trust Estate may not be sufficient to pay all expenses incurred in connection with the operation and maintenance of the Petersen Ranch, and that any reserves which may be held by the Trustees for that purpose, may be inadequate. The Trustees, in their sole discretion, shall determine the amounts that may be needed, from time to time, to pay expenses of operation and maintenance of the Petersen Ranch. One-half of such amounts shall be billed to and paid by Don (or, following his death, Don's children, equally), and one-half of such amounts shall be billed to and paid by Clarence and Donna (or, following the death of the last of them to die, their children, equally). Upon the failure or refusal of any person to pay any such amount when billed, the Trustees shall obtain such funds from other available sources, and shall charge the party or parties in default for their respective amounts, together with interest thereon at a variable rate equal to five points above the prime rate of

interest being charged by First Interstate Bank, or its successors, in Salt Lake City, Utah (with such rate to change at the same time the bank changes its prime rate). Such amount, together with all accrued interest, shall become a charge against the interest of the defaulting party or parties in the Trust Estate,

c. Upon the death of the last of the Parents to die, the Successor Trustees shall use and dispose of the property then comprising the Trust Estate, both principal and accumulated income, as directed in paragraph 2(d) below.

d. All Trust principal, including the Petersen Ranch, together with all accumulated income, directed to be disposed of under the provisions of paragraph 2(d), shall be held in Trust for the benefit of the descendants of the undersigned, and shall be disposed of as follows:

A. Until such time as this Trust terminates, as provided below, the Successor Trustees shall permit the Parents' descendants to use and enjoy and Petersen Ranch on such terms and pursuant to such rules and regulations as the Successor Trustees may, from time to time, in their sole discretion, determine and communicate in writing to the beneficiaries of this Trust. The Successor Trustees shall be responsible for the care, repair, maintenance and condition of the Petersen Ranch, but shall have no personal liability to the beneficiaries of this Trust, in connection therewith, except for their respective acts of willful misconduct. The Successor Trustees shall have the power to assess each such descendant with his or her respective share of all amounts necessary to conserve, maintain, preserve and care for the Petersen Ranch, and all improvements thereon, and to construct such additional improvements as may, from time to time, be approved by a majority of Don's descendants, and a majority of the descendants of Clarence and Donna. Upon the failure or refusal of any descendant to pay such assessment, the Successor Trustees shall charge the interest of such descendant in the Petersen Ranch with the amount of each such unpaid assessment, including interest thereon as provided in paragraph 2(b) above, even to the whole thereof.

B. The Successor Trustees shall divide the Petersen Ranch and the remainder of the Trust Estate, as follows:

1. An undivided one-half interest therein shall be divided into as many equal shares as there are children of Don then living, and children of

Don then deceased but leaving surviving issue then living; and

2. An undivided one-half interest therein shall be divided into as many equal shares as there are children of Clarence and Donna then living, and children of Clarence and Donna then deceased but leaving surviving issue then living.

C. From the shares comprising the remainder of the Trust Estate (excluding the Petersen Ranch), the Successor Trustees shall retain sufficient amounts as may be necessary, in their sole discretion, to pay all expenses which may reasonably be incurred in connection with the use, enjoyment, care, preservation and maintenance of the Petersen Ranch, and the improvements thereon. After the deduction of those amounts to be retained by the Successor Trustees, the balance of each such share of the remainder of the Trust Estate, if any, shall thereupon be distributed to each of the children of the undersigned who may then be living, and to the issue then living, by right or representations of each of the children of the undersigned who may then be deceased.

D. Upon the approval of those holding shares representing a majority in interest of the one-half interest vested in Don's family, and of those holding shares representing a majority in interest of the one-half interest vested in the family of Clarence and Donna, the Petersen Ranch may be sold or otherwise disposed of, and/or this Trust may be terminated. Upon termination of this Trust, the shares created pursuant to paragraph 2(d)(B) above shall be distributed to the beneficiaries thereof; provided, however, if any beneficiary has not then attained age 21, such beneficiary's share of the Trust Estate shall be held by the Successor Trustees as custodians under the Utah Uniform Gifts to Minors Act.

E. For the purposes of this Agreement, "issue" shall mean all legitimately born and legally adopted lineal descendants of all degrees of the described ancestor. Thus, whenever used herein, the terms "issue", "child", "children", and "descendants" include adopted issue, adopted child, adopted children and adopted descendants, as well as natural issue, natural child, natural children and natural descendants, and include descendants of adopted issue, adopted child, adopted children and adopted descendants.

F. If any of the above beneficiaries are unable or unwilling to take that portion of the Trust Estate to

which they are entitled, then the Successor Trustees shall distribute that portion to the other beneficiaries who are descendants of the same Parent or Parents, proportionate to each beneficiary's interest in the Trust Estate; provided, however, that if there are then no remaining beneficiaries, the Successor Trustees shall distribute the Trust Estate to the living heirs at law of each of the Grantors, in the same priority and in the same distributive order as listed in the Utah law of intestate succession, as in force on the date of the signing of this Trust Agreement.

e. In any event, and anything to the contrary herein contained notwithstanding, the trusts created in this Agreement shall terminate upon the date of the expiration of twenty-one years after the death of the survivor of the Grantors, and their issue now living, in the event these trusts shall not have previously terminated in accordance with the terms hereof. In the event of the termination of these trusts as provided for in this paragraph 2(e), the Successor Trustees shall distribute the Trust Estate as it shall then be constituted, together with any accumulated income, to the beneficiaries then entitled to the income from the Trust Estate, in the same proportions in which they are entitled to such income.

3. Trustees' Powers During Parents' Lifetime. In the administration of the Trust Estate, the Trustees (including Donna, if she is serving, and any Successor Trustees who may be serving with Donna or a named Trustee) shall have the following powers, and be governed by the following provisions, during the lifetime of the Parents, and the survivor of them:

a. To exercise all rights, powers and privileges which might or could be exercised by one owning such property absolutely and in his own right;

b. To buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes as he may determine, to maintain and operate margin accounts with brokers, and to pledge any securities held or purchased by him with brokers as security for loans and advances made to the Trustee; and

c. To do any and all acts, and to convey, distribute or otherwise dispose of any or all property at any time comprising the Trust Estate, without any authorization being required other than as set forth in this Agreement.

4. Successor Trustees' Powers. In the administration of the Trust Estate, the Successor Trustees shall have the

following powers (which must be unanimously exercised) upon their appointment as stated in paragraph 8 below, and thereafter, both before and after the deaths of the last of the Parents to die, when the named Trustees and Donna are not serving as Trustees:

a. To retain as long as they may deem proper, any of the investments or other property, whether real or personal, which the Successor Trustees may hold at the time of their appointment,

b. Upon the written approval of a majority of Don's then-living children, and a majority of the then-living children of Clarence and Donna, to sell, lease, mortgage, or otherwise dispose of all or any portion of the Petersen Ranch, upon such terms and conditions as are acceptable to those majorities; to thereupon sign, on behalf of all beneficiaries of the Trust, such contracts, deeds, leases, assignments, mortgages, deeds of trust, and other instruments as may be necessary in order to consummate any such disposition,

c. To sell all or any portion of any other property, whether real, personal or mixed which the Successor Trustees may hold at any time hereunder, at public or private sale, for cash or on credit, or to exchange the same on such terms as he shall deem advisable, and any person named herein as a Successor Trustee may be a purchaser at any such public or private sale or exchange, regardless of any provision to the contrary of any rule or statute of the State of Utah or any other state or jurisdiction and without complying with any formalities or procedures which may be required by any rule or statute relating to purchases by fiduciaries from the estate or trust being administered by such fiduciaries; to borrow for the purpose of the estate or trust estate and to mortgage or pledge any other real estate or personal property as security therefor, and in no event shall any purchaser or mortgagee be under any obligation to see to the application of the purchase or mortgage money; to lease any other real estate on such terms as they shall deem advisable and for any period or periods beyond the termination of the estate or of the trust estate; to foreclose, extend, assign, or give partial releases from and discharge mortgages on real estate; to collect income, dividends, interest and rents; to carry out any contract which the Grantors may have made for the sale or purchase of any real estate or personal property; to grant or take options for the sale, purchase or exchange of any property;

d. To hold for such period as they shall deem proper and without liability for so doing any property of the estate or of the Trust Estate which may become non-income producing;

e. To vote in person or by proxy upon all stocks or other securities held; to participate in any plan of reorganization, including consolidation or merger; to deposit any such property under any such plan or reorganization with any protective reorganization committee and to delegate to such committee discretionary powers with relation thereto, and to pay a proportionate part of the expense of such committee and any assessment levied under any such plan and to accept and retain new securities received pursuant to any such plan; to exercise all conversion, subscription, voting and other rights of whatsoever nature appertaining to the estate or to the trust property and to pay such sums as may be deemed advisable in connection therewith; to cause the securities held by them to be registered in the name of a nominee or their own names without disclosing the fiduciary capacity, or hold in "street" form and without liability in so doing;

f. To hold, invest, reinvest and retain any funds or property held hereunder, including also, but not by way of limitation, accumulations of income for beneficiaries, in stocks of any kind, bonds, securities or obligations of any person or of any private corporation or of any state of the United States or county or municipality therein, or of the government of the United States and in such other property, investments and securities of any class, kind or character as they may deem suitable without regard to any restrictions of law on investments by personal representatives; and to change the form of any or all investments;

g. To determine whether any payments, distributions, expenses or other disbursements shall be charged against principal or income, or partly against principal and partly against income; to retain and secure such services of accountants and attorneys as they shall deem advisable and to pay for such services;

h. To determine any questions which may arise as to what constitutes principal or income, or as to what the stated value of any asset or property is or was, at any given date, as between the interests of any person interested hereunder; and their decision shall be conclusive against all persons interested hereunder;

i. To make any division or distribution of, or payments from the Trust Estate in cash or in property, or partly in cash and partly in property, and, for those purposes, and in their discretion, to use and allot any property then included in the Trust Estate in an equitable manner, such use and allocations to be conclusive against all persons interested hereunder;

j. To make payments or distributions for the use of any minor by making such payments or distributions either to the guardian of such minor or to the person with whom such minor resides or by applying such payments or distributions for the benefit of such minor. Sums necessary for support and education may be paid directly to minor beneficiaries who, in the judgment of the Successor Trustees, have attained sufficient age and discretion to render it probable that the moneys will be properly expended. The receipt of the minor beneficiary, guardian or person with whom such minor resides or evidence of the expenditure of such payments of distributions for the benefit of such minor shall fully discharge the Successor Trustees with respect to any such payment and distribution;

k. To sign, acknowledge, deliver and otherwise execute all proper and necessary conveyances and instruments carrying out the authority herein given or otherwise conferred as they may deem necessary or proper; and to exercise and carry out the authorities and discretions herein given or otherwise conferred without regard for any law or statute limiting the powers of personal representatives and without obtaining any leave or order of court;

l. To retain as an investment any or all policies of insurance and endowment and annuity contracts on the life or lives of any person or persons which policies may be included in the Trust Estate and out of the principal or interest of the said Trust Estate to pay the premiums thereon from time to time as they become due and to allow the beneficiary or beneficiaries named or designated in said policy or annuity or endowment contract to continue as such or to change the beneficiary of such policy or contract. The Successor Trustees are further authorized and empowered to collect and exercise any of the settlement options obtained in or granted under any policy of insurance or annuity or endowment contract of the Trust Estate in the same manner and to the same extent that such settlement options are ordinarily exercised by owners or beneficiaries in their individual capacities. The receipt by the Successor Trustees shall operate as a complete release of any insurance company for the proceeds of or payments on any policy paid to the Successor Trustees;

m. Generally to exercise for the benefit of the Trust Estate and any trust created hereunder, all rights, powers and privileges which might or could be exercised by one owning such property absolutely and in his own right.

5. Additional Property. The Grantors, or any other person, may, at any time, or from time to time hereafter, transfer and deliver to the Trustees, cash, securities, and other

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property acceptable to the Trustees, in addition to the property presently transferred and delivered, and such cash, securities and other property shall become a part of the Trust, and shall be held, administered and disposed of by the Trustees and Successor Trustees in accordance with the provisions of this Agreement without the execution of any further instrument or declaration.

6. Accounting by Trustees.

a. No accounting shall be required of the Trustees as long as Don and Clarence or Donna are serving as Trustees.

b. Following the death, resignation or incompetency (as determined under the procedure outlined in paragraph 8 below) of either Don or both Clarence and Donna, or of all Parents, the Successor Trustees shall, for each calendar year, or portion thereof, prepare and distribute to the remaining Grantors and all others who were, at any time during such calendar year, or portion thereof, entitled under the terms of this Trust Agreement to receive income from the Trust Estate, an accounting of the Trust Estate, and the income and expense thereof.

c. At any time, and from time to time after the deaths of the Parents, the then-living remaining Grantors may, by a written instrument signed and acknowledged by them and delivered to the Successor Trustees, settle the account of the Successor Trustees with respect to the Peterson Ranch, or to the other principal or income, of the Trust Estate, and release and discharge the Successor Trustees. Every such settlement, release and discharge shall be conclusive and binding upon, and shall be an absolute protection to the Successor Trustees against all claims of any income beneficiaries, remaindermen, or other persons who might then or thereafter have or claim any interest under this Agreement, and no such income beneficiary, remainderman, or other person shall have any right of accounting, any claim, or any cause of action against the Successor Trustees arising from any matter or thing done or omitted to be done in connection with this Agreement or any trust hereby created, during any period in respect of which the account of the Successor Trustees shall have been so settled.

7. Compensation of Trustees. The Successor Trustees shall be entitled to receive a reasonable compensation for their services hereunder.

8. Resignation and Removal of Trustees.

a. If at any time Don shall resign as Trustee, or shall become incompetent in the opinion of two physicians,

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which opinion must be given in writing, or upon his death, then in any such event, his Successor Trustees shall thereupon become Co-Trustees with Clarence or Donna, or Co-Successor Trustees, as the case may be, under this Agreement.

b. If at any time Clarence shall resign as Trustee, or shall become incompetent in the opinion of two physicians, which opinion must be given in writing, or upon his death, then in any such event, Donna shall become a Trustee under this Agreement.

c. If at any time both Clarence and Donna (i) shall resign as Trustees, or (ii) shall become incompetent in the opinion of two physicians, which opinion must be given in writing, or (iii) die, then in any such event, their Successor Trustees shall thereupon become Co-Trustees with Don, or Co-Successor Trustees, as the case may be, under this Agreement.

d. The following people will act as Successor Trustees in the priority set forth:

i. As Successor Trustee to Don, that person chosen by him, if he is living and competent to do so, or, if not, then by a majority of his issue who are then income beneficiaries of the Trust Estate, with a parent or legal guardian voting for a minor beneficiary; and

ii. As Successor Trustee to Clarence and Donna, that person chosen by Clarence and/or Donna, if one or both are living and competent to do so, or, if not, then by a majority of their issue who are then income beneficiaries of the Trust Estate, with a parent or legal guardian voting for a minor beneficiary.

Any designation of a Successor Trustee by a Parent or Parents shall be valid upon being delivered, in writing, to a majority of the then-living Grantors.

e. A Successor Trustee may, at any time, resign his or her office as Successor Trustee hereunder by delivering written notice of resignation to those who are then entitled to receive the income from the one-half interest which such Successor Trustee represents.

f. Any substitute Successor Trustee shall have, from and after his or her appointment or succession to office hereunder, and without any assignment or other action by any person, all the title, interests, rights, and powers, including discretionary rights and powers, which are by the provi-

sions of this Agreement granted to and vested in the original Successor Trustee named herein.

g. No bond shall be required of the original Trustee or of any Successor Trustee who is a Grantor.

9. Spendthrift Clause. The interest of any beneficiary in the Trust Estate, including, but not limited to, the allocations of principal and distributions of such principal and the income thereon to such beneficiary, as provided for in this Agreement, shall not be subject to or be liable for any of the debts, contracts, engagements, torts or taxes of any of the beneficiaries named in this Agreement, nor shall they be liable or subject to execution, attachment, or any other legal process at the suit of any creditor or otherwise; nor shall they be subject to assignment, transfer, or anticipation; but all payments of principal and income shall be made by the Successor Trustee to the designated beneficiaries upon their own property receipt in writing, or in the case of an infant beneficiary upon the proper receipt in writing of his guardian.

10. Situs. The Grantors declare that this Agreement and the Trust created hereby shall be construed under and regulated by the laws of the State of Utah, and that the validity and effect of this Agreement and of this Trust shall be determined in accordance with the laws of that State, and that the Trustees and Successor Trustees shall not be required to account in any court other than one of the courts of that state.

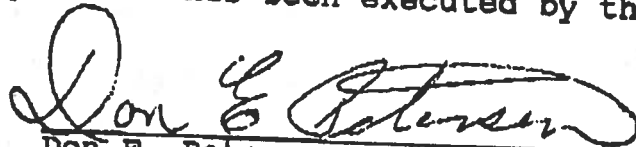
11. Amendment and Revocation.

a. The Grantors reserve the right to amend or modify this Agreement, and the Trust herein created. Such amendment or modification shall be made by an instrument in writing signed by the Grantors, and shall be effective upon signing without notice to any Successor Trustee.

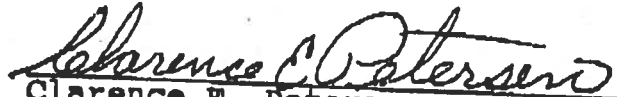
b. The Grantors reserve the right to revoke this Agreement, and the Trust herein created, prior to the death of the survivor of the Parents, by an instrument in writing signed by any one or more of them, or by all of them, and shall be effective upon delivery of such writing to each Grantor.

c. Following the death of the survivor of the Parents, this Agreement, and the Trust herein created, may be amended, modified or revoked by the Grantors. Such amendment, modification or revocation shall be made by an instrument in writing signed by a majority of Don's children, and a majority of the children of Clarence and Donna, and shall become effective upon the writing being delivered to each of the Grantors.

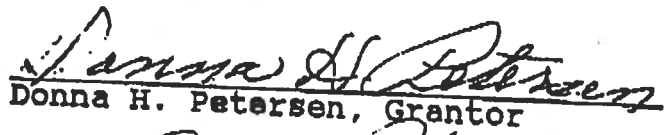
IN WITNESS WHEREOF this Agreement has been executed by the undersigned.



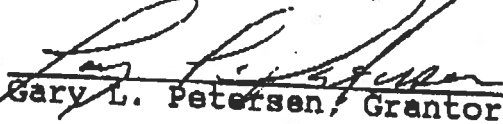
Don E. Petersen, Grantor and Trustee



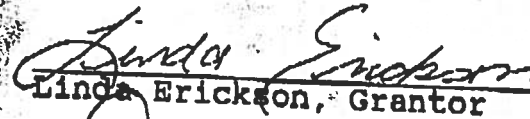
Clarence E. Petersen, Grantor and Trustee



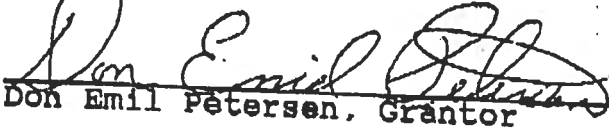
Donna H. Petersen, Grantor



Gary L. Petersen, Grantor



Linda Erickson, Grantor



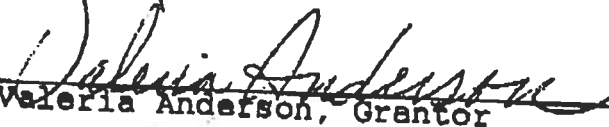
Don Emil Petersen, Grantor



James B. Petersen, Grantor



Mary Senter, Grantor



Valeria Anderson, Grantor

Schedule "A"

Property transferred to Don M. Petersen and Clarence E. Petersen,
Trustees of the Trust Agreement by Grantors
Don E. Petersen and Clarence E. Petersen, Donna H. Petersen,
Gary L. Petersen, Linda Erickson, Don Emil Petersen,
James B. Petersen, Mary Senter and Valeria Anderson

The Grantors, Don E. Petersen, Clarence E. Petersen, Donna
H. Petersen, Gary L. Petersen, Linda Erickson, Don Emil Petersen,
James B. Petersen, Mary Senter and Valeria Anderson, hereby
assign, transfer and deliver to the Don E. Petersen and Clarence
E. Petersen, Trustees, the following:

An undivided 20.3% interest from Clarence E. Petersen; an
undivided 20.3% interest from Don E. Petersen; an undivided 0.2%
interest from Donna H. Petersen; an undivided 14.74% interest
from Gary L. Petersen; an undivided 14.74% interest from Linda
Erickson; an undivided 7.43% interest from Don Emil Petersen; an
undivided 7.43% interest from James B. Petersen; an undivided
7.43% interest from Mary Senter; and an undivided 7.43% interest
from Valeria Anderson in and to certain parcels of real estate
situate and lying in the County of Custer, State of Idaho, more
particularly described as follows:

The Southeast Quarter of the Northwest Quarter; the
Southwest Quarter of the Northeast Quarter; the North half of
the Southeast Quarter, being all in Section 12, Township 12
North, Range 18, East Boise Meridian, containing 160 acres.

The Northeast Quarter of the Northeast Quarter, Section
24, Township 12 North, Range 18, East Boise Meridian, con-
taining 40 acres.

All of Lot 14, Section 6, Township 12 North, Range 19,
East Boise Meridian, containing 5.35 acres.

All of T-207, Section 7, Township 12 North, Range 19,
East Boise Meridian, containing 46.00 acres.

All of Lot 4, Section 7, Township 12 North, Range 19,
East Boise Meridian, containing 23.17 acres.

The Northeast Quarter of the Southwest Quarter, Section
7, Township 12 North, Range 19, East Boise Meridian, contain-
ing 40.00 acres.

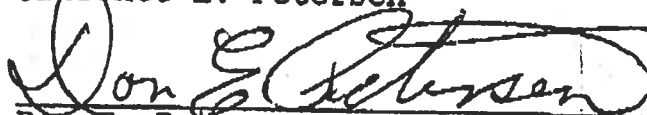
All of Lot 7, Section 7, Township 12 North, Range 19,
East Boise Meridian, containing 43.44 acres.

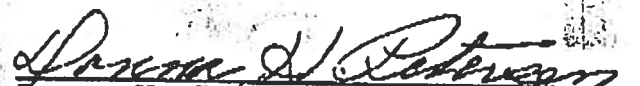
All of Lot 10, Section 7, Township 12 North, Range 14,
East Boise Meridian, containing 52.96 acres.

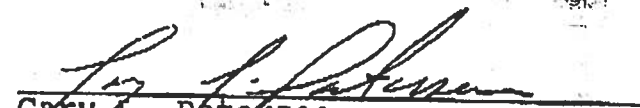
All of Lots 8 and 10, Section 18, Township 12 North,
Range 19, East Boise Meridian, containing 81.64 acres.

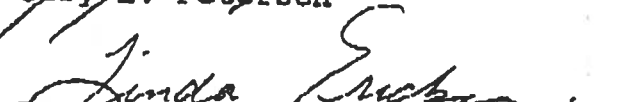
All of Lot 2, Section 19, Township 12 North, Range 19,
East Boise Meridian, containing 47.87 acres.

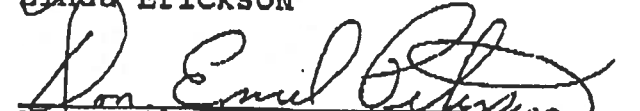

Clarence E. Petersen

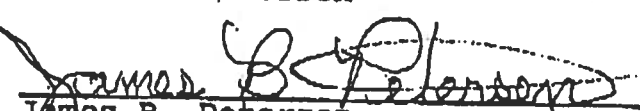

Don E. Petersen


Donna H. Petersen


Gary L. Petersen


Linda Erickson


Don Emil Petersen


James B. Petersen


Mary Senter


Valeria Anderson

STATE OF UTAH

County of Salt Lake

)
) SS
)

On the 6 day of April, 1988, personally appeared before me CLARENCE E. PETERSEN and DONNA H. PETERSEN, two of the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Christine Hughes
Notary Public
Residing at: S.L.C.

My Commission Expires:

20 Feb 1990

STATE OF UTAH

County of Salt Lake

} SS

On the 6 day of April, 1988, personally appeared before me DON E. PETERSEN, one of the signers of the foregoing instrument, who duly acknowledged to me that he executed the same.

Christine Hughes
Notary Public
Residing at: S.L.C.

My Commission Expires:

20 Feb 1990

STATE OF Utah

County of SL

} SS

On the 6 day of April, 1988, personally appeared before me GARY L. PETERSEN, one of the signers of the foregoing instrument, who duly acknowledged to me that he executed the same.

Christine Hughes
Notary Public
Residing at: S.L.C.

My Commission Expires:

20 Feb 1990

STATE OF Calif.
County of San Bernardino } SS

On the 2 day of April, 1988, personally appeared before me MARY SENTER, one of the signers of the foregoing instrument, who duly acknowledged to me that she executed the same.

Christine Hughes
Notary Public
Residing at: SLE

My Commission Expires:

20 Feb 1990

STATE OF Calif.
County of San Bernardino } SS

On the 2 day of April, 1988, personally appeared before me VALERIA ANDERSON, one of the signers of the foregoing instrument, who duly acknowledged to me that she executed the same.

Christine Hughes
Notary Public
Residing at: SLE

My Commission Expires:

20 Feb 1990



IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
1341 FILLMORE ST SUITE 200
TWIN FALLS ID 83301
(208) 736-3033

DIRK KEMPTHORNE
GOVERNOR

KARL J DREHER
DIRECTOR

January 9, 1999

PETERSEN RANCH TRUST
C/O CLARENCE E PETERSEN
585 W 33RD SOUTH
SALT LAKE CITY UT 84115

Re: Preliminary Recommendation of SRBA Claims 72-04076, -04077, -04078 & -04079

Dear Mr. Petersen,

Enclosed please find the recommendations of the claims you filed in the SRBA. Also attached is a color GIS layout that illustrates the irrigation uses. If you have any disputes with these recommendations, you need to contact our office or me as soon as possible. The reports will be submitted for final recommendation next week.

If you disagree with IDWR's recommendations, you will have an opportunity to file an objection to the Director's Report with the court. When the Director's Report is filed with the court, you will be mailed a notice that will contain more information about the objection process.

Please feel free to contact this office or me if you have further questions or need additional assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Clelland', written over a horizontal line.

STEVE CLELLAND

Sr. Water Resource Agent

Enc:

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

USE PERIOD	DIVERSION	DIVERSION
FROM TO	RATE	VOLUME

TOTAL DIVERSION: 4.50 CFS

Stage: BENEFICIAL USE

SESHNE	SENESE	CUSTER County
SENESE	Lot10(NESMSE)	CUSTER County
SENESE	Lot10(NWSMSE)	CUSTER County

TOTAL ACRES

10-D ::

Other Rights: NONE

C16 - THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER

- IN BASIN 72 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER

- RIGHTS IN BASIN 72:

- WATER RIGHT NO.

NONE **NONE**

- THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER

- IN BASIN 72 SHALL BE ADMINISTERED

- RIGHTS IN THE SNAKE RIVER BASIN:

-	WATER RIGHT NO.	SOURCE
---	-----------------	--------

- NONE NONE

- ALL WATER RIGHTS WITHIN BASIN 72 ARE FROM CONNECTED SOUR

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

- CONJUNCTIVELY.

N10 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR

AJ0749NP
No. R72-04077

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

DATE: 01/09/99
PAGE: 2

Conditions of Approval:

- DOMESTIC USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- M12 - THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC USE SHALL
- NOT EXCEED 13,000 GALLONS PER DAY.

Dates: Exam Made Date: 09/23/1993 Verified Date: 01/09/1999 Objection Filed Date:

Misc: Water District Number: Field Inspection Flag: C
Presumption Flag:

CLAIM NUMBER

A72-04077

DATE

1/9/99

TRANSFER NUMBER

AGENT

SC

CLAIMED ACRE TOTAL

47

GIS ACRE TOTAL

42.1

	TWP	RNG	SEC	NE				NW				SW				SE			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
CLAIM	12N	18E	12			.5	.5									4			5.
GIS						.1	.2									3.3			3.
RECOM																			
						(.4)				(.4)				(.8)		(.7)	(.7)	(.10)	(.10)
CLAIM	12N	19E	7			2				22	1	5				2	3	1	6
GIS						.1				.3	20	3.3	1.1			3.7	2.0	1.5	6.5
RECOM																			
CLAIM																			
GIS																			
RECOM																			

B72-DBPOU.SHP

Domestic use: S.7 SESE L10

Code N10 & N12

SHAPE NOS.

498 = 3.6ac

498 ~~499~~

499 = 1.7

500 501

500 = 3/6

502 503
B72-DBPOD.SHP

501 = 1.6 502 = 9.3 503 = 22

NOS. DESCRIPTION

✓ [S per draft field notes] #s shown on layout map for reference.

341

#1 (S.12 SESWNE)

342

#2 (S.12 SE NESE)

343

#3 (S.7 SW NE SW)

344

#4 (S.7 NW SW SE Lot 10)

345

#5 (S.7 NE SW SE Lot 10)

346

#6 (S.7 ^{LOT 8} SE NWSW) (shared w/ Cutler)

DBF TABLES UPDATED

B72-DBPOU.DBF

✓

B72-DBPOD.DBF

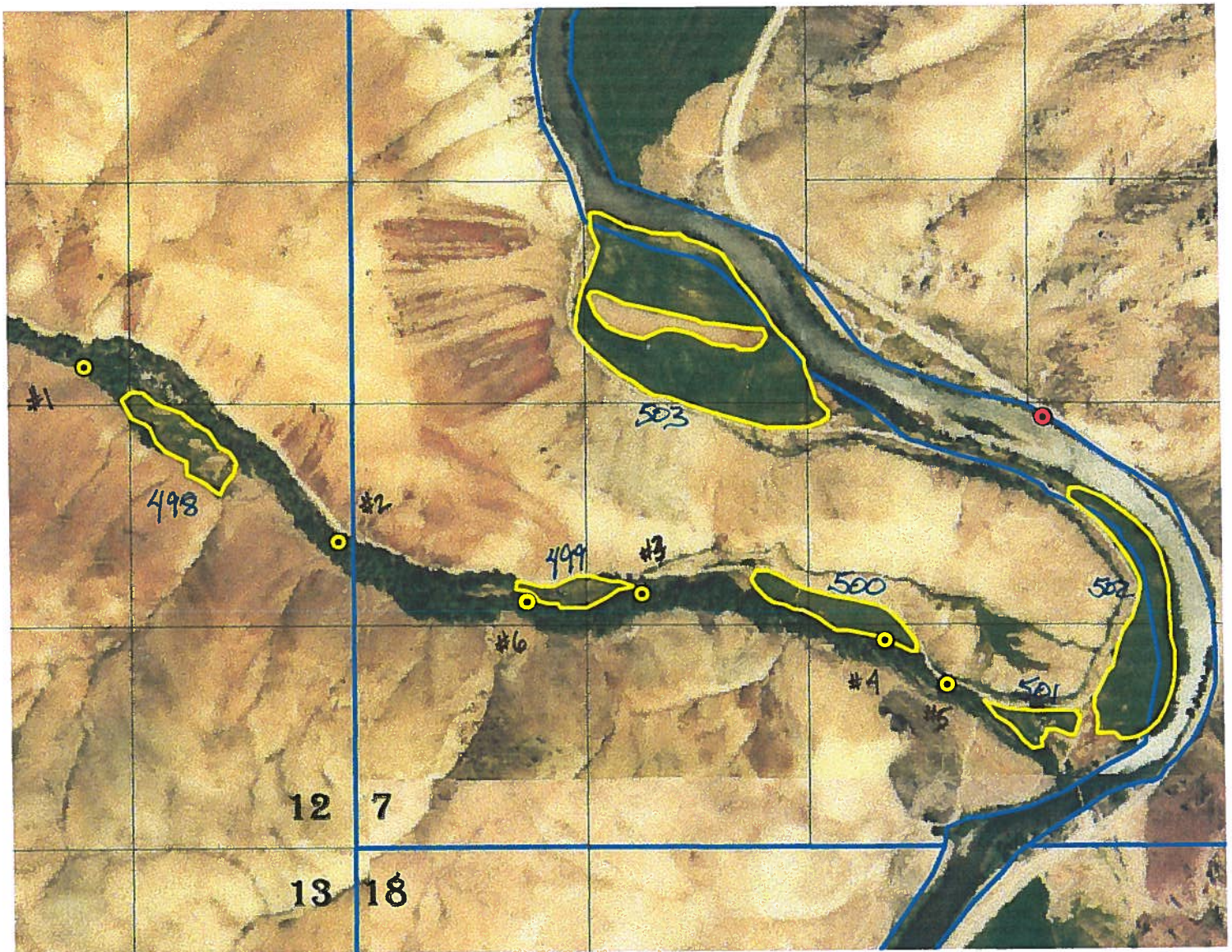
✓

JPEG LAYOUT

✓ 72-04077.jpg

IDAHO DEPARTMENT OF WATER RESOURCES

72-04077



660 0 660 1320 Feet

-  RECOMMENDED PLACE OF USE
-  RECOMMENDED POINT OF DIVERSION
-  SECTION LINES
-  QUARTER-QUARTER LINES
-  STREAMS & DITCH CHANNELS

TWN: 12N
RNG: 18E & 19E
SEC: 7 & 12



GIS PLACE OF USE PRESENTATION
USFS AERIAL PHOTOGRAPHY, 1988
BY STEVE CLELLAND

DATE: JAN. 8, 1999

REEVALUATION OF IRRIGATION RATES BASED UPON 1997 REVISED HUBBLE ANALYSIS PROCEDURES

CLAIM NUMBERS

A72-04077

DATE: 1/8/99, 1998

REVIEWED BY SCC

CHALLIS AREA SOIL REVIEW

SOIL TYPE	BORDER CFS/AC		FURROW CFS/AC		OPTIMUM ROTATION	
	PAST	ALFA	PAST	ALFA	PASTURE	ALFALFA
ATC	.15	.13			6.49	7.62
<u>BB1</u>	<u>.09</u>	.09			6.09	6.17
BC1	.16	.17			5.82	5.46
<u>BK1</u>	<u>.07</u>	.06			10.62	11.86
BT1	.18	.16			3.99	4.19
BT2	.41	.32			2.34	2.87
CB1	.06	.06			11.55	13.47
CHA	.21	.21			4.52	4.76
CP1	.36	.36			2.61	2.78
<u>DB1</u>	.13	.11			5.66	6.65
<u>DBB</u>	<u>.13</u>	.11			5.71	6.69
DBC	.13	.11			5.71	6.69
DMF	.18	.21			5.12	4.72
DRF	.18	.19			9.08	9.68
DT2	.05	.04			12.46	16.50
DWA	.14	.14			4.79	5.01
GO1	.10	.12			12.47	10.51
KEG	.08	.07			8.73	10.06
MBF	.15	.12			7.65	5.81
MUG	.15	.14			4.54	4.98
NDL	.13	.12			5.30	6.06

SOIL TYPE	BORDER CFS/AC		FURROW CFS/AC		OPTIMUM ROTATION	
	PAST	ALFA	PAST	ALFA	PASTURE	ALFALFA
PD2	.11	.12			5.15	4.74
Q	.26	.21			13.2	10.4
RE2	.29	.21			3.15	4.74
RP1	.19	.21			4.89	4.57
SH1	.06	.05			9.37	12.10
SOC	.08	.07			7.38	8.08
SSA	.15	.14			4.79	5.01
SXF	.12	.11			6.14	6.80
TC1	.06	.06			9.82	9.55
TD1	.04	.03			12.46	16.50
WB2	.13	.13			5.37	5.43
WAA	.19	.16			3.81	4.23
WBB	.17	.14			3.36	3.84
WC1	.07	.06			11.24	13.45
WPT	.19	.15			3.16	3.69
WV1	.07	.06			11.24	13.45
XHS						
YN1	.18	.14			5.38	6.92

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
Bb1	— / —	— / —	* 9.8	* .09	= .88 CFS
Dbb	— / —	— / —	* 24.1	* .13	= 3.13 CFS
Bk1	— / —	— / —	* 7.7	* .07	= .54 CFS
	— / —	— / —	*	*	= ~~—~~ CFS

TOTAL ACRES 41.6

G15 Ac. 42.1

DECREED RATE =

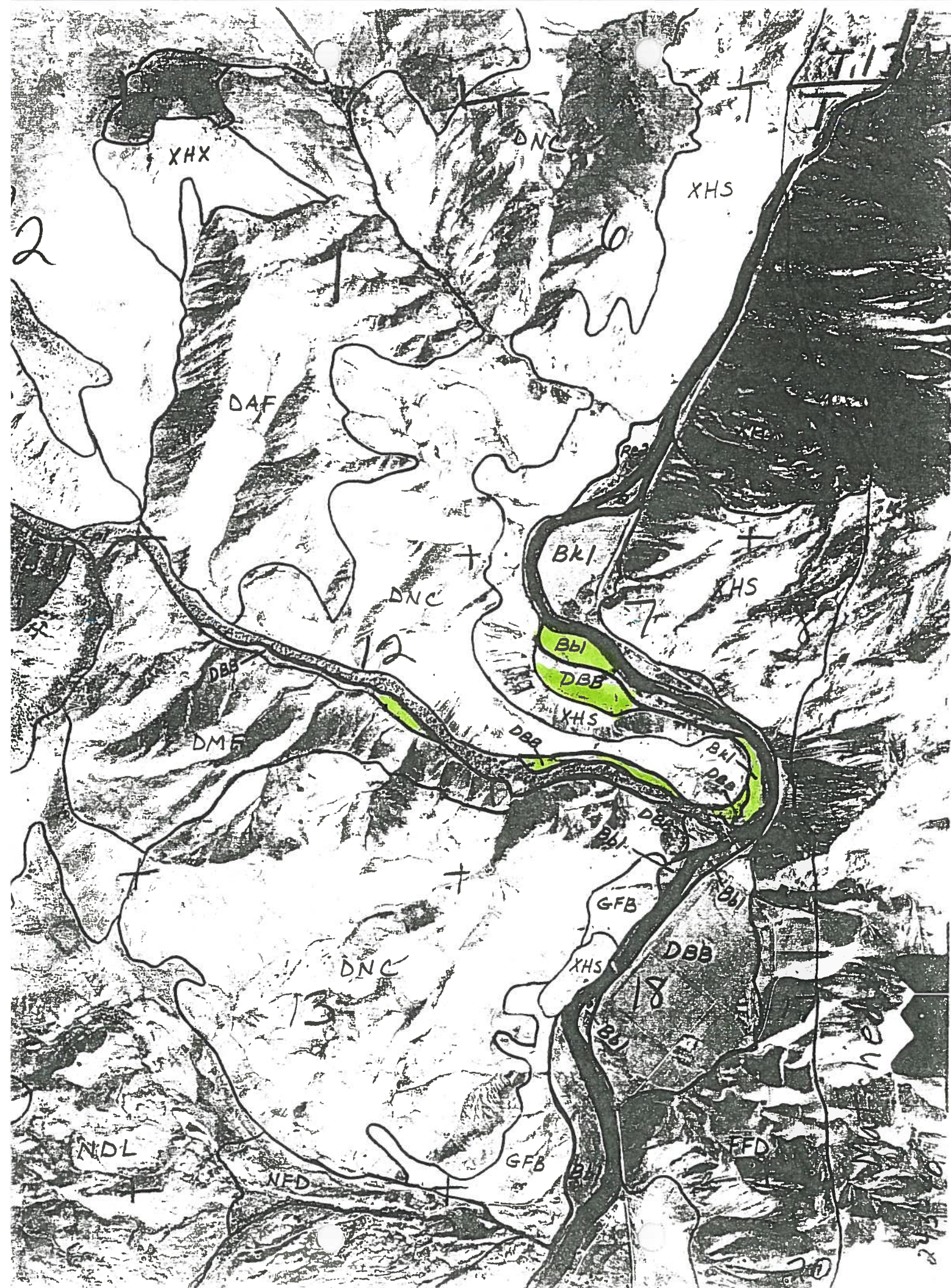
CLAIMED DIVERSION RATE = 4.55 cfs
MEASURED DIVERSION RATE = 4.50 cfs
5.42 + cfs

limit as claimed.

12N19E

06 LT05	06 LT04	06 LT03	06 LT02	05 LT04	05 LT03	05 LT02	05 LT01	04 LT04	04 LT03	04 LT02	04 LT01	03 LT04	03 LT03	03 LT02	03 LT01	02 LT04	02 LT03	02 LT02	02 LT01	01 LT04	01 LT03	01 LT02	01 LT01
06 LT06	06 SE0W	06 LT07	06 LT06	05 SW0W	05 SE0W	05 SW0E	05 SE0E	04 LT05	04 SE0W	04 SW0E	04 SE0E	03 SW0W	03 SE0W	03 SW0E	03 SE0E	02 SW0W	02 SE0W	02 SW0E	02 SE0E	01 SW0W	01 SE0W	01 SW0E	01 SE0E
06 LT11	06 NE0W	06 LT10	06 NE0E	05 NW0W	05 NE0W	05 NW0E	05 NE0E	04 LT06	04 NE0W	04 NW0E	04 NE0E	03 NW0W	03 NE0W	03 NW0E	03 NE0E	02 NW0W	02 NE0W	02 NW0E	02 NE0E	01 NW0W	01 NE0W	01 NW0E	01 NE0E
06 LT12	06 LT13	06 LT14	06 LT15	05 SE0E	05 SW0W	05 SE0W	05 SW0E	04 LT07	04 SE0W	04 SW0E	04 SE0E	03 SW0W	03 SE0W	03 SW0E	03 SE0E	02 SW0W	02 SE0W	02 SW0E	02 SE0E	01 SW0W	01 SE0W	01 SW0E	01 SE0E
07 LT02	07 LT01	07 NW0E	07 NE0E	06 NW0W	06 NE0W	06 NW0E	06 NE0E	06 LT01	06 NE0W	06 NW0E	06 NE0E	10 NW0W	10 NE0W	10 NW0E	10 NE0E	11 NW0W	11 NE0W	11 NW0E	11 NE0E	12 NW0W	12 NE0W	12 NW0E	12 NE0E
07 LT03	07 LT04	07 LT05	07 SE0E	06 SW0W	06 SE0W	06 SW0E	06 SE0E	06 LT02	06 SE0W	06 SW0E	06 SE0E	10 SW0W	10 SE0W	10 SW0E	10 SE0E	11 SW0W	11 SE0W	11 SW0E	11 SE0E	12 SW0W	12 SE0W	12 SW0E	12 SE0E
07 LT06	07 NE0W	07 LT07	07 LT08	06 NW0W	06 NE0W	06 NW0E	06 NE0E	06 LT03	06 NE0W	06 NW0E	06 NE0E	10 NW0W	10 NE0W	10 NW0E	10 NE0E	11 NW0W	11 NE0W	11 NW0E	11 NE0E	12 NW0W	12 NE0W	12 NW0E	12 NE0E
07 LT09	07 SE0W	07 LT10	07 LT11	06 SW0W	06 SE0W	06 SW0E	06 SE0E	06 LT04	06 SE0W	06 SW0E	06 SE0E	10 SW0W	10 SE0W	10 SW0E	10 SE0E	11 SW0W	11 SE0W	11 SW0E	11 SE0E	12 SW0W	12 SE0W	12 SW0E	12 SE0E
18 LT03	18 LT02	18 LT01	17 NW0W	17 NE0W	17 NW0E	17 NE0E	16 LT01	16 NE0W	16 NW0E	16 NE0E	15 NW0W	15 NE0W	15 NW0E	15 NE0E	14 NW0W	14 NE0W	14 NW0E	14 NE0E	13 NW0W	13 NE0W	13 NW0E	13 NE0E	
18 LT04	18 LT05	18 LT06	18 SE0E	17 SW0W	17 SE0W	17 SW0E	17 SE0E	16 LT02	16 SE0W	16 SW0E	16 SE0E	15 SW0W	15 SE0W	15 SW0E	15 SE0E	14 SW0W	14 SE0W	14 SW0E	14 SE0E	13 SW0W	13 SE0W	13 SW0E	13 SE0E
18 LT06	18 LT07	18 LT08	18 NE0E	17 NW0W	17 NE0W	17 NW0E	17 NE0E	16 LT03	16 NE0W	16 NW0E	16 NE0E	15 NW0W	15 NE0W	15 NW0E	15 NE0E	14 NW0W	14 NE0W	14 NW0E	14 NE0E	13 NW0W	13 NE0W	13 NW0E	13 NE0E
18 LT09	18 LT10	18 LT11	18 SE0E	17 SW0W	17 SE0W	17 SW0E	17 SE0E	16 LT04	16 SE0W	16 SW0E	16 SE0E	15 SW0W	15 SE0W	15 SW0E	15 SE0E	14 SW0W	14 SE0W	14 SW0E	14 SE0E	13 SW0W	13 SE0W	13 SW0E	13 SE0E
19 LT02	19 LT01	19 NW0E	19 NE0E	20 NW0W	20 NE0W	20 NW0E	20 NE0E	21 LT01	21 NE0W	21 NW0E	21 NE0E	22 NW0W	22 NE0W	22 NW0E	22 NE0E	23 NW0W	23 NE0W	23 NW0E	23 NE0E	24 NW0W	24 NE0W	24 NW0E	24 NE0E
19 LT03	19 LT04	19 SW0E	19 SE0E	20 SW0W	20 SE0W	20 SW0E	20 SE0E	21 LT02	21 SE0W	21 SW0E	21 SE0E	22 SW0W	22 SE0W	22 SW0E	22 SE0E	23 SW0W	23 SE0W	23 SW0E	23 SE0E	24 SW0W	24 SE0W	24 SW0E	24 SE0E
19 LT06	19 LT07	19 LT08	19 NW0W	19 NE0W	19 NW0E	19 NE0E	20 LT01	20 NE0W	20 NW0E	20 NE0E	21 NW0W	21 NE0W	21 NW0E	21 NE0E	22 NW0W	22 NE0W	22 NW0E	22 NE0E	23 NW0W	23 NE0W	23 NW0E	23 NE0E	
20 LT02	20 LT01	20 NW0E	20 NE0E	21 NW0W	21 NE0W	21 NW0E	21 NE0E	22 LT01	22 NE0W	22 NW0E	22 NE0E	23 NW0W	23 NE0W	23 NW0E	23 NE0E	24 NW0W	24 NE0W	24 NW0E	24 NE0E	25 NW0W	25 NE0W	25 NW0E	25 NE0E
20 LT03	20 SE0W	20 SW0E	20 SE0E	21 SW0W	21 SE0W	21 SW0E	21 SE0E	22 LT02	22 SE0W	22 SW0E	22 SE0E	23 SW0W	23 SE0W	23 SW0E	23 SE0E	24 SW0W	24 SE0W	24 SW0E	24 SE0E	25 SW0W	25 SE0W	25 SW0E	25 SE0E
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21 LT01	21 NE0W	21 NW0E	21 NE0E	22 NW0W	22 NE0W	22 NW0E	22 NE0E	23 LT01	23 NE0W	23 NW0E	23 NE0E	24 NW0W	24 NE0W	24 NW0E	24 NE0E	25 NW0W	25 NE0W	25 NW0E	25 NE0E	26 NW0W	26 NE0W	26 NW0E	26 NE0E
21 LT02	21 SE0W	21 SW0E	21 SE0E	22 SW0W	22 SE0W	22 SW0E	22 SE0E	23 LT02	23 SE0W	23 SW0E	23 SE0E	24 SW0W	24 SE0W	24 SW0E	24 SE0E	25 SW0W	25 SE0W	25 SW0E	25 SE0E	26 SW0W	26 SE0W	26 SW0E	26 SE0E
21 LT03	21 NE0W	21 NW0E	21 NE0E	22 NW0W	22 NE0W	22 NW0E	22 NE0E	23 LT03	23 NE0W	23 NW0E	23 NE0E	24 NW0W	24 NE0W	24 NW0E	24 NE0E	25 NW0W	25 NE0W	25 NW0E	25 NE0E	26 NW0W	26 NE0W	26 NW0E	26 NE0E
21 LT04	21 SE0W	21 SW0E	21 SE0E	22 SW0W	22 SE0W	22 SW0E	22 SE0E	23 LT04	23 SE0W	23 SW0E	23 SE0E	24 SW0W	24 SE0W	24 SW0E	24 SE0E	25 SW0W	25 SE0W	25 SW0E	25 SE0E	26 SW0W	26 SE0W	26 SW0E	26 SE0E

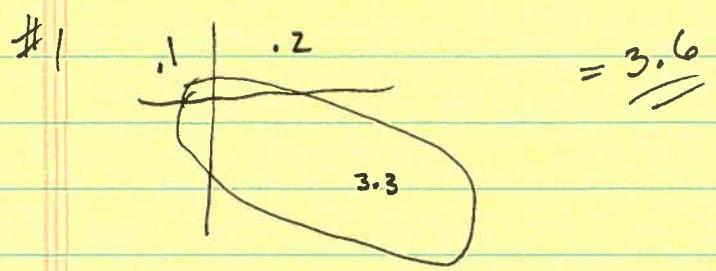
A72-04077



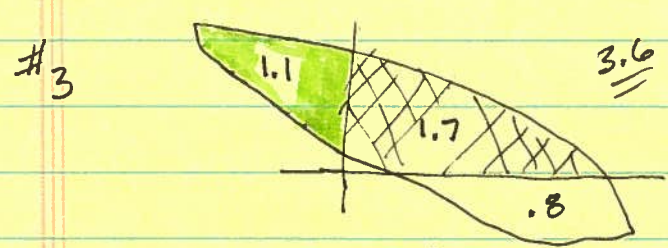
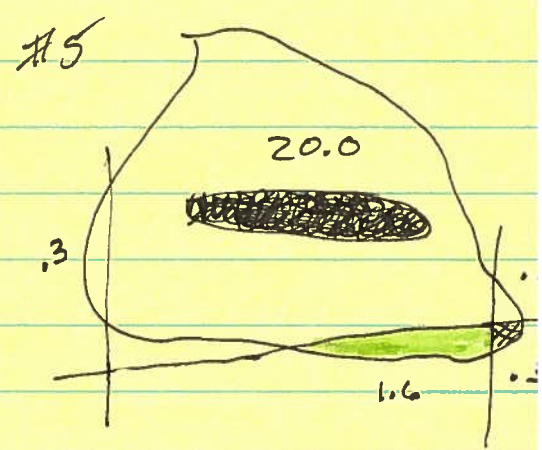
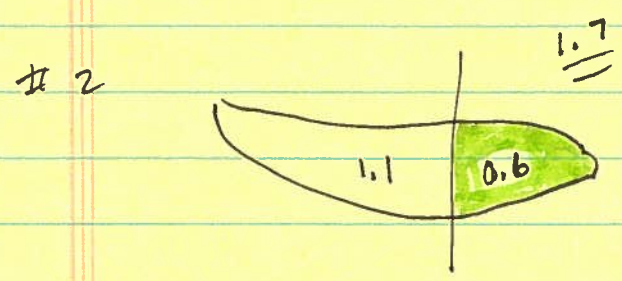
72-0407.

DRAFT Acre Review

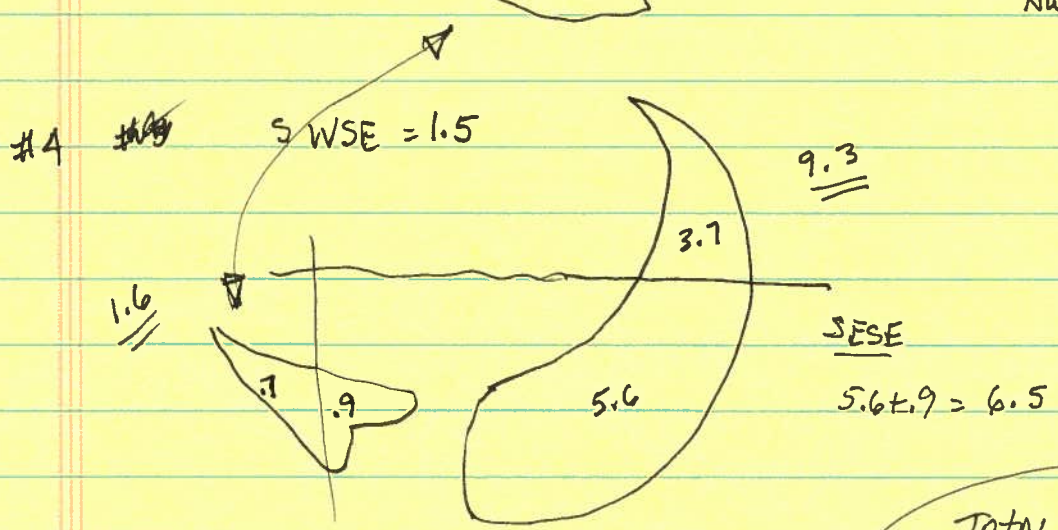
1/9/99 *sa*



22.3



$\underline{NE\ SW} = 1.6 + .6 + 1.1 = \underline{\underline{3.3}}$
 $\underline{NW\ SE} = .3 + 1.7 = \underline{\underline{2.0}}$



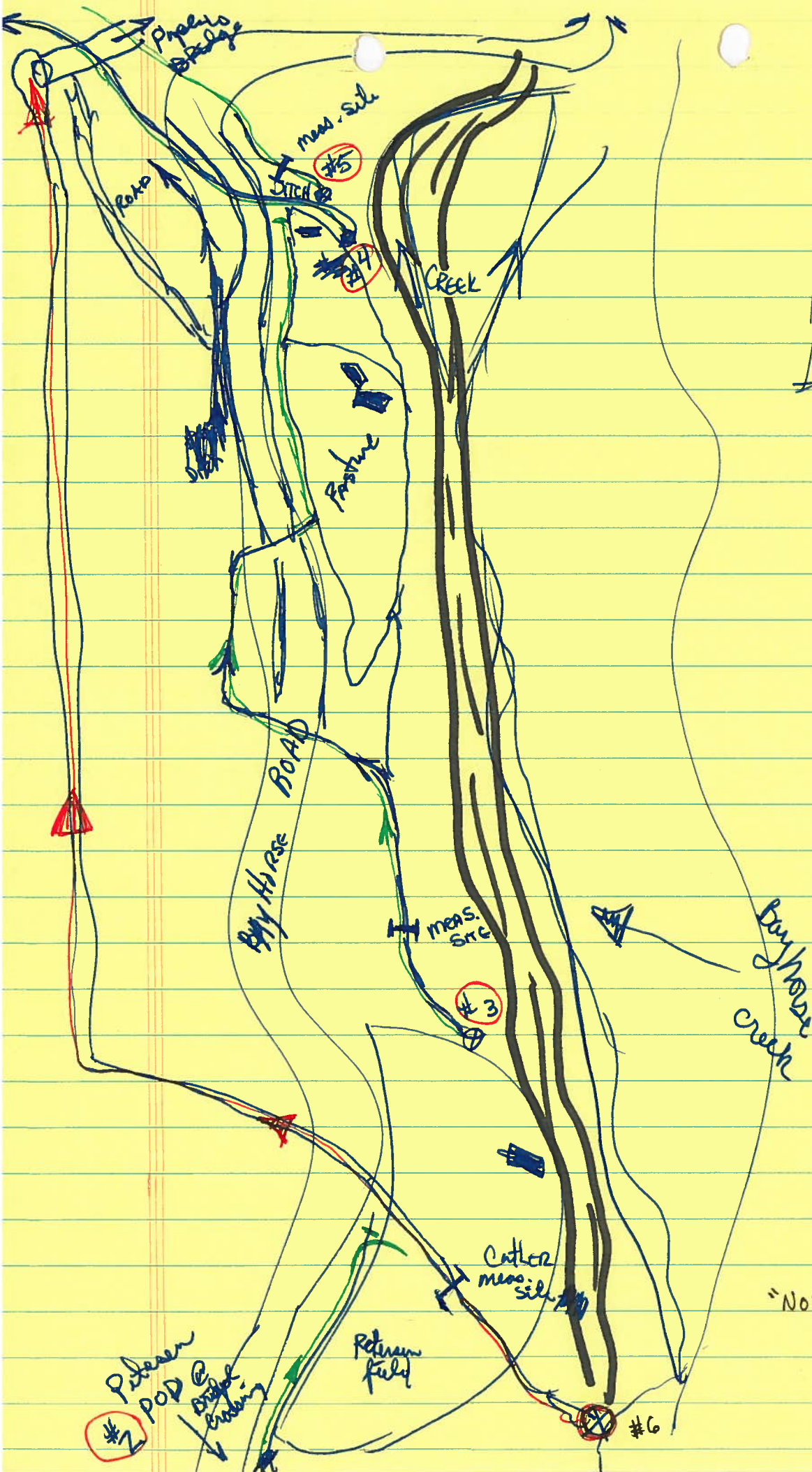
TOTAL GIS Acres
= 42.1

9-7-93
 SCC
 Field Notes
 for CUTLER
 PETERSEN

9-9-93
 adjustments
 9 meas.

meas.
 #1 = ?
 #2 = 1.45c
 #3 = 1.24c
 #4 = ?
 #5 = 2.73
 Exceeds
 CLAIMED
 Rates

"NOT TO SCALE"



CLAIM 100 INIT
T. R. S. Q/Q
P/D
PHOTO U24 (SE)
DT.&ID. 7-24-74

36

31

Spring

T13N
T12N

1

6

12

7

SALMON

R18E

R19E

17° 30' 16

17

114° 15

44° 22' 30"

5180

PS

18° N

19

20

P

93

RIVER

PS

18000m E

MILE

B-466
H.CUTLER

B-466
H.CUTLER

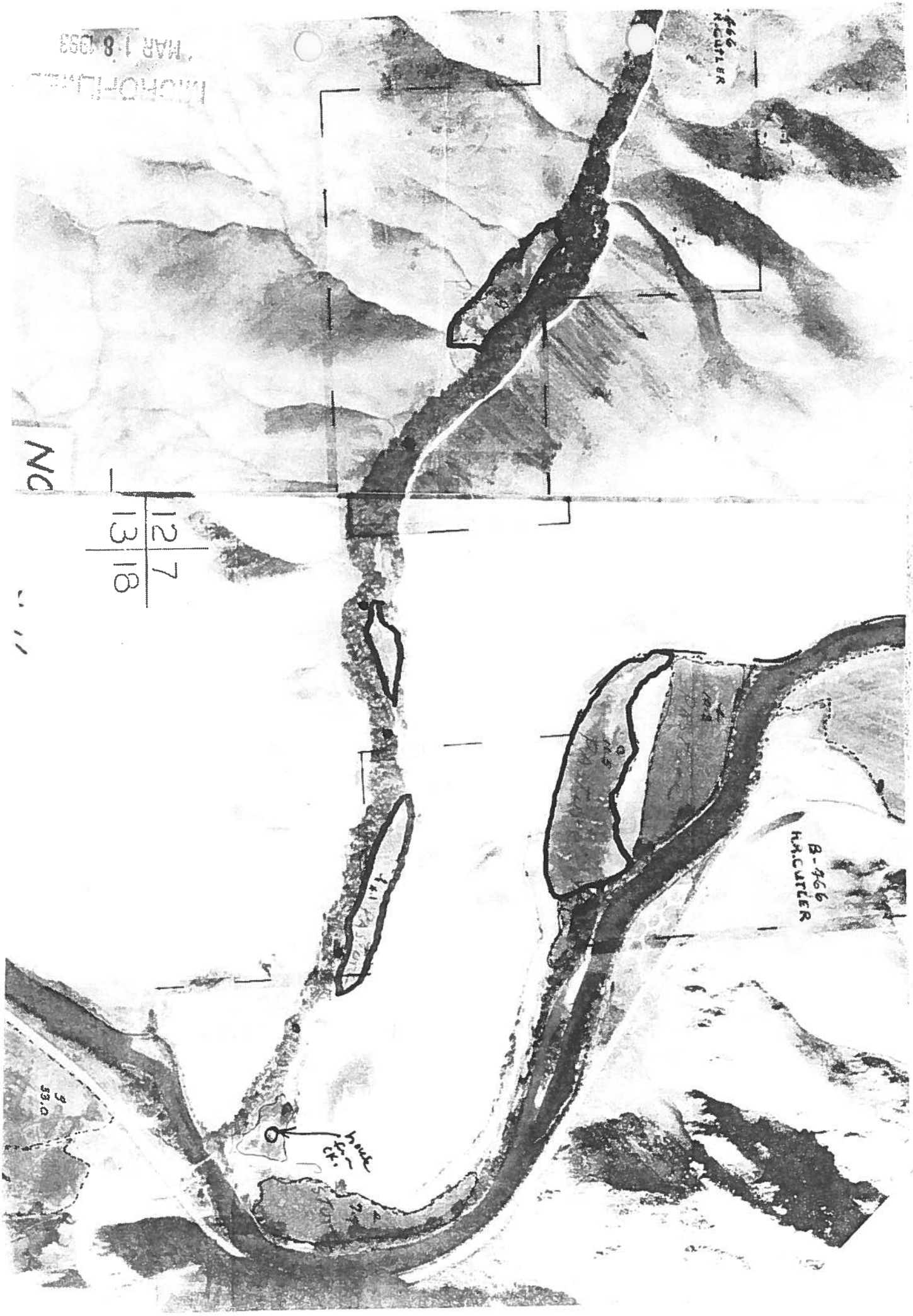
home

MAR 18 1953

NC

12
7
13
18

53.0



WR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE								
POINT OF DIV	Y	affiliated with ME		Q 1932	6.	5cc 4-28-93		
SOURCE								
PLACE OF USE	Y							
DIV. AMOUNT CFS/VOLUME	Y							
CONSUMPTIVE USE	-							
PURPOSES	Y							
PERIOD OF USE	Y							
BASIS OF CLAIM								
REMARKS	Y							

5cc
4-28-93

VERIFIED BY CODES

- TOPO MAP/ORTHO-PQ = 1
- ASCS MAP = 2
- WATERMASTER RECORDS = 3
- NAPP PHOTOS = 4
- FIELD EXAM = 5
- OTHER (SEE REMARKS) = 6

THESE CODES ARE USED TO INDICATE HOW THE FIELD EXAMINER VERIFIED THE INFORMATION
USED FOR THIS FIELD EXAMINATION. INDICATED ARE ALL CODES WHICH APPLY.

FIRST:

STATE: UT ZIP: 84115

FIELD EXAM REQUIRED?

Y	FIELD	EXAMINER
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
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93	93	93
94	94	94
95	95	95
96	96	96
97	97	97
98	98	98
99	99	99
100	100	100

VERIFICATION REQUIRED DUE TO REMARKS?

CLAIM REMARKS: ORIGINAL STATUTORY CLAIM APPEARS NOT TO BE COMPLETE. THIS CLAIM MORE CORRECTLY DESCRIBES HOW WATER IS BEING USED.

FIELD EXAMINATION INFORMATION

CONTACT PERSON:

PHONE NUMBER: ()

DATE OF FIELD EXAM: / /

APPOINTMENT MADE: Y() N()

[illegible]

ACCOMPANIED BY:

PHONE NUMBER: () -

RELATIONSHIP TO CLAIMANT:

DIRECTIONS TO PROPERTY / REMARKS:

[illegible]

A. AJ CLAIM: # A72-04077

PRIORITY DATE: 06-01-1922

STAGE: ~~8~~

(5)

B. WR RECORD: # 72-04077

PRIORITY DATE: 06-01-1922

STAGE: S

C. FIELD EXAM REQUIRED?

DUE TO PRIORITY DATE DISCREPANCY? (Y/N)

DATABASE
N

FIELD
EXAMINER

ARE THERE OBVIOUS REASONS TO QUESTION THE PRIORITY DATE CLAIMED? ~~Y~~ () N ()

IF YES EXPLAIN.

REMARKS:

affidavit on file supports 1932.

RECOMMENDED PRIORITY DATE:

06-01-~~1922~~ 1932

REVIEWED BY

scw

DATE

4-28-93

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A72-04077	12N	18E	12	SE	SW	NE		CUSTER
A72-04077	12N	18E	12	NE	NE	SE		CUSTER
A72-04077	12N	19E	7	SW	NW	SW	8	CUSTER
A72-04077	12N	19E	7	SE	NW	SW	8	CUSTER
A72-04077	12N	19E	7	NE	SW	SE	10	CUSTER
A72-04077	12N	19E	7	NW	SW	SE	10	CUSTER

OTHER AJ CLAIMS WITH SAME AJ POD

A PREFIX R PREFIX
A72-04081 NONE
A72-04082

WR RECORDS IN SAME 40 ACRE TRACT

72-04081
72-04082

SOURCE: BAYHORSE CREEK

TRIB: SALMON RIVER

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
72-04077	12N	18E	12		SW	NE		CUSTER
72-04077	12N	19E	7		NE	SW		CUSTER

OTHER WR RECORDS WITH SAME WR POD

AJ CLAIMS IN SAME 40 ACRE TRACT
A PREFIX R PREFIX

NONE NONE

SOURCE: BAYHORSE CREEK

TRIB: SALMON RIVER

C. FIELD EXAM REQUIRED?

DUE TO POD DISCREPANCY?	(Y/N)	DATABASE	FIELD EXAMINER
DUE TO SOURCE DISCREPANCY?	(Y/N)	Y	-----
	N		-----

REMARKS:

OWNER
CODE

NAME & ADDRESS

PRIORITY
DATE

WATER USE

USE PERIOD
FROM TO

DIVERSION
RATE

DIVERSION
VOLUME

C

PETERSEN RANCH TRUST
C/O CLARENCE E. PETERSEN
585 W. 33RD SOUTH
SALT LAKE CITY UT 84115
(801) 262-4615

06/01/1922

IRRIGATION
DOMESTIC

04-01 11-01
01-01 12-31

4.50 CFS
0.04 CFS

4.50 CFS
117.5 AFA

TOTAL DIVERSION:
CONSUMPTIVE USE:

Water Source: BAYHORSE CREEK

Tributary to: SALMON RIVER

Stage: STATUTORY CLAIM

Point(s) of Diversion:

T12N R18E S12 SESENE NENESE
R19E S07 Lot 8(SUNWSW) Lot 8(SENWSW) Lot1 (NESWSE) Lot1 (NWSWSE) CUSTER County

Place of use Legal Description for: IRRIGATION

NE

NW

SW

SE

NENE NUNE SENE
Lt Ac Lt Ac Lt Ac Lt Ac

NENW NUNW SENE
Lt Ac Lt Ac Lt Ac Lt Ac

NESW NWSW SWSW
Lt Ac Lt Ac Lt Ac Lt Ac

NESE NWESE SWESE
Lt Ac Lt Ac Lt Ac Lt Ac

SUM

12N 18E 12 :
12N 19E 7 :

.5 .5

04-02

04-22

01 08-05

04 07-02

07-03 10-01 10-06

5.0
42.0
47.0

Place of use Legal Description for: DOMESTIC

NE

NW

SW

SE

NENE NUNE SENE
Lt Ac Lt Ac Lt Ac Lt Ac

NENW NUNW SENE
Lt Ac Lt Ac Lt Ac Lt Ac

NESW NWSW SWSW
Lt Ac Lt Ac Lt Ac Lt Ac

NESE NWESE SWESE
Lt Ac Lt Ac Lt Ac Lt Ac

10-0

POU County: CUSTER

Non-Irrigation Uses: I/I HOUSEHOLD

Other Rights: NONE

Non-Irrigation Use: I/I HOUSEHOLD

Remarks: ORIGINAL STATUTORY CLAIM APPEARS NOT TO BE COMPLETE. THIS
CLAIM MORE CORRECTLY DESCRIBES HOW WATER IS BEING USED.

Dates: Exam Made Date: 01/28/1986

Misc: Water District Number:

Field Inspection Flag: C
Presumption Flag: C

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:
TWP. RGE. SEC. 1/4 1/4 LOT COUNTY

SOURCE: BAYHORSE CREEK TRIB: SALMON RIVER

REVIEWED BY: DATE:

A. ROOT WATER RIGHT NUMBERS: A72-04077

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
12N	18E	12	SW	NE		PETERSEN RANCH TRUST	A72-04077 / 0.5	-	/		
12N	18E	12	SE	NE		PETERSEN RANCH TRUST	A72-04077 / 0.5	72-04077 / 2.0			
12N	18E	12	NE	SE		PETERSEN RANCH TRUST	A72-04077 / 4.0	72-04077 / 3.0			
12N	19E	7	SW	NE	4	PETERSEN RANCH TRUST US DEPT OF INTERIOR	A72-04077 / 2.0	72-04199 /		19.0	
12N	19E	7	SE	NW	4	PETERSEN RANCH TRUST	A72-04077 / 22.0	72-04077 / 19.0		19.0	
12N	19E	7	NE	SW		PETERSEN RANCH TRUST	A72-04077 / 1.0	72-04077 / 4.0		4.0	
12N	19E	7	NW	SW	8	PETERSEN RANCH TRUST	A72-04077 / 5.0	-	/		
12N	19E	7	NE	SE	7	PETERSEN RANCH TRUST	A72-04077 / 2.0	-	/	3.0	
12N	19E	7	NW	SE	7	PETERSEN RANCH TRUST	A72-04077 / 3.0	72-04077 / 7.0		3.0	
12N	19E	7	SW	SE	10	PETERSEN RANCH TRUST	A72-04077 / 1.0	72-04077 / 6.0			
12N	19E	7	SE	SE	10	PETERSEN RANCH TRUST	A72-04077 / 5.0	-	/		
12N	19E	7	SE	SE	10	PETERSEN RANCH TRUST	A72-04077 /	-	/		
TOTAL ACRES							A72-04077	47.00		41.00	48.00

ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, Y () N ()
IF YES SEE ATTACHED SHEET:

C. FIELD EXAM REQUIRED? DATABASE FIELD EXAMINER POU COUNTY: CUSTER
DUE TO POU DISCREPANCY? (Y/N) Y

REMARKS:

RECOMMENDATIONS:

TOTAL ACRES:

REVIEWED BY:

LATE 22

A. AJ CLAIMED USES:

PURPOSES
A72-04077 IRRIGATION
A72-04077 DOMESTIC

MONTH/DAY
FROM 04-01 TO 11-01
FROM 01-01 TO 12-31

DIVERSION QUANTITY
4.500 CFS
.040 CFS

TOTAL DIVERSION RATE/VOLUME CLAIMED

4.500 CFS

B. WR RECORDED USES:

PURPOSES
72-04077 IRRIGATION

MONTH/DAY
FROM 04-01 TO 11-01

DIVERSION QUANTITY
4.500 CFS

TOTAL DIVERSION RATE/VOLUME CLAIMED

4.500 CFS

RESUMPTION FLAG: C

C. FIELD EXAM REQUIRED?

DUE TO WATER-USE DISCREPANCY? (Y/N)
DUE TO DIVERSION RATE DISCREPANCY? (Y/N)
DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N)

DATABASE FIELD
EXAMINER
Y
Y
Y

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?

Y(____) N(____)

RECOMMEND TO WR STANDARDS OR OTHER?

Y(____) N(____) Explain in remarks, below.

REMARKS:

D.

RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE

ACRES ----- X 0.02 CFS/ACRE = CFS
(Taken from p/u review)

1b. CALCULATIONS

DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y(____) N(____)

*** IF YES ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y(____) N(____) ***

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 117.5 AF/A

ACRES ----- X CONSUMPTIVE VOL. AF/A FOR AREA ----- =

TOTAL CONSUMPTIVE USE ----- AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = AF/A

ACRES ----- X DIVERSION VOL. AF/A FOR AREA ----- =

TOTAL DIVERSION VOLUME ----- AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y(____) N(____)

REMARKS: (Include limitations on CONSUMPTIVE USE for combined rights.)

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS? Y(____) N(____)

AJ TOTAL CLAIMED DIVERSION RATE: 4.500 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: 4.500 CFS

*** IF NO or IF STATUTORY CLAIM or BENEFICIAL USE then flow measurement required. ***
** If an amount smaller than the original diversion rate is **
** claimed and an exam is NOT required, explain in remarks. **

FLOW MEASUREMENT REQUIRED? FIELD DATABASE EXAMINER

DUE TO STAGE OR DIVERSION RATE DISCREPANCY? (Y/N) Y

B. MEASUREMENT METHOD _____, SEE ATTACHED CALCULATIONS.

FLOW MEASUREMENT

C. ARE OTHER WATER RIGHTS USED? Y(____) N(____) IF YES COMPLETE OVERLAP REVIEW.

OTHER RIGHTS LISTED IN CLAIM: NONE

NO CLAIMS FOUND WITH SAME POU AND IRRIGATION USAGE

NO RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION

REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
------------------------	----------------------	-----------------------	-------------------

REC. DIV	REC. DIV	REC. CONS.
RATE CFS	VOL. AF/A	USE

REC. DIV	REC. CONS.
VOL. AE/A	USE

REC. CONS.
USE

DATE	TIME	TEST	SCORE	STATUS	REMARKS
2024-10-27	14:30	Database Exam	85	Pass	Good performance on database topics.
2024-10-28	09:00	Network Exam	72	Pass	Needs more practice on network protocols.
2024-10-29	16:00	Security Exam	90	Pass	Excellent understanding of security concepts.
2024-10-30	11:00	Cloud Exam	78	Pass	Good knowledge of cloud services.
2024-10-31	13:00	OS Exam	88	Pass	Strong grasp of operating system fundamentals.

DATABASE EXAMINER

[illegible]

IATE

[illegible]

A. CHECK ONLY THE FOLLOWING THAT APPLY:

	ACCEPTED AS CLAIMED	NEEDS REVIEW
OWNERSHIP	()	()
FORFEIT/ABANDON	()	()
ADDITIONAL DIV. AMOUNT	()	()

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 72-04077
TOTAL DIVERSION RATE OF WR SPLITS
SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A72-04077	4.500	-		72-04077	4.500
TOTAL CFS		4.500				4.500

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, is the written review sheet attached? (Y/N)

FIELD
EXAMINER
Y

REMARKS:

AUTHENTICATION:
SIGNATURE: _____ DATE: _____
NAME OF FIELD EXAMINER: _____ TITLE: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Water Right No.
(if applicable)

Open Channel Discharge Measurement Notes

A. GENERAL INFORMATION

1. Name of stream or ditch: Bayhorse Creek (pod #2)
2. Location: 50' Below Pod near Petersen's Bridge crossing
3. Person conducting measurement: STEVE CLELLAND
4. Date and time of measurement: 9-9-93 1pm 1:30pm
5. Accompanied by: NA
6. Measuring device size and ID no.: #090148 AA
7. Spin test before measurement OK? OK 2:20 min after measurement OK? OK 2:05
8. Purpose of measurement: AJ claim A72-4077 Petersen

B. MEASUREMENT DATA

Angle co-efficient	Dist. from initial point	Width	Depth	Observation depth	Revolutions	Time in seconds	VELOCITY		Adjusted for hor. angle or	Area	Discharge
							At point	Mean in vertical			
LEW	2.0		Ø		Ø						
	2.25		.15		Ø		EST 70%				
	2.50		.20	.5	Ø		EST 70%				
	2.75		.30	.5	10	43.37					
	3.0		.30	.5	10	30.00					
	3.25		.3	.5	10	20.32					
	3.5		.35	.5	15	29.90					
	3.75		.4	.5	15	26.56					
	4.0		.4	.5	20	31.47					
	4.25		.4	.5	20	32.62					
	4.50		.4	.5	15	29.25					
	4.75		.4	.5	15	29.88					
	5.0		.4	.5	20	41.62					
	5.25		.4	.5	10	26.09					
	5.5		.4	.5	15	27.65					
	5.75		.4	.5	10	20.16					
	6.00		.3	.5	10	23.44					
	6.25		.2		Ø		EST 70%				
	6.50		.05		Ø		EST 70%				
REW	6.75		Ø		Ø						

NAME OF STREAM OR DITCH	BAYHORSE CR
LOCATION	BELOW P00 50 FT
PURPOSE OF MEASUREMENT	ADJUDICATION REVIEW
BASIS OF VELOCITY CALCULATIONS	
IF YOU ARE USING A PYGMY METER ENTER	1
IF YOU ARE USING A AA METER ENTER	2
ENTRY	= 2

FOLLOWING THE LAST ENTRY IN:
"DISTANCE FROM INIT PT" ENTRY MUST = "END"

"END"

INITIAL POINT													
ANGLE OF COEFFICIENT	DISTANCE FROM INIT PT	DEPTH IN FEET	CALC DEPTH		1ST MEASUREMENT		VELOCITY DATA		CALC WIDTH IN SQ FT	CALCULATED VELOCITY			DISCHARGE IN CFS
			END PTS	IN	REVS	TIME/SEC	2ND MEASUREMENT	TIME/SEC		1ST POINT VELOCITY	2ND POINT VELOCITY	MEAN VELOCITY	
	2.00	0.15	0.08		0	0.0	0.13	0.009	0.18	0.09	0.00		
	2.50	0.20			0	0.0	0.25	0.038	0.26	0.18	0.01		
	2.75	0.30			10	0.0	0.25	0.050	0.37	0.26	0.01		
	3.00	0.30			10	43.4	0.25	0.075	0.52	0.37	0.03		
	3.25	0.30			10	30.0	0.25	0.075	0.75	0.52	0.04		
	3.50	0.35			15	20.3	0.25	0.075	1.63	0.75	0.06		
	3.75	0.40			15	29.9	0.25	0.088	1.63	1.63	0.14		
	4.00	0.40			20	26.6	0.25	0.100	1.11	1.11	0.11		
	4.25	0.40			20	31.5	0.25	0.100	1.66	1.66	0.17		
	4.50	0.40			15	32.6	0.25	0.100	1.40	1.40	0.14		
	4.75	0.40			15	29.9	0.25	0.100	1.02	1.02	0.10		
	5.00	0.40			20	41.6	0.25	0.100	1.11	1.11	0.11		
	5.25	0.40			10	26.1	0.25	0.100	1.07	1.07	0.11		
	5.50	0.40			15	27.7	0.25	0.100	0.86	0.86	0.09		
	5.75	0.40			10	20.2	0.25	0.100	1.20	1.20	0.12		
	6.00	0.30			10	23.4	0.25	0.100	1.10	1.10	0.11		
	6.25	0.20			0	0.0	0.25	0.075	0.95	0.95	0.07		
	6.50	0.05			0	0.0	0.25	0.050	0.67	0.67	0.03		
	6.75	0.03			0	0.0	0.25	0.013	0.47	0.47	0.01		
							-3.25	0.000			1.45		

9-17-93
See

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Water Right No.
(if applicable)

Open Channel Discharge Measurement Notes

A. GENERAL INFORMATION

1. Name of stream or ditch: BAY HORSE CREEK (ADD #3)
2. Location: 30' Below Diversion from Stream
3. Person conducting measurement: STEVE CHELLAND
4. Date and time of measurement: 9-9-93 10am 11:30am
5. Accompanied by: N/A
6. Measuring device size and ID no.: # ~~090778~~ # PYGMY
7. Spin test before measurement OK? OK 0:20 min after measurement OK?
8. Purpose of measurement: AS CLAIM A72-4077 Petersen

B. MEASUREMENT DATA

Angle co-efficient	Dist. from initial point	Width	Depth	Observation depth	Revolutions	Time in seconds	VELOCITY		Adjusted for hor. angle or	Area	Discharge
							At point	Mean in vertical			
LEW	1.5		Ø		Ø						
	1.75		.35	.5	Ø						
	2.0		0.3	.5	20	21.71					
	2.25		0.3	.5	20	17.69					
	2.5		0.3	.5	20	15.66					
	2.75		0.3	.5	25	22.81					
	3.0		0.3	.5	20	17.35					
	3.25		0.30	.5	20	16.50					
	3.50		0.35	.5	20	14.65					
	3.75		0.35	.5	20	17.31					
	4.0		0.35	.5	20	15.32					
	4.25		0.30	.5	20	16.34					
	4.50		0.30	.5	20	20.94					
	4.75		.3	.5	20	24.50					
	5.0		.3	.5	20	31.22					
	5.25		.3	.5	15	32.56					
	5.5		.15		Ø						
REW	5.75		Ø		Ø						

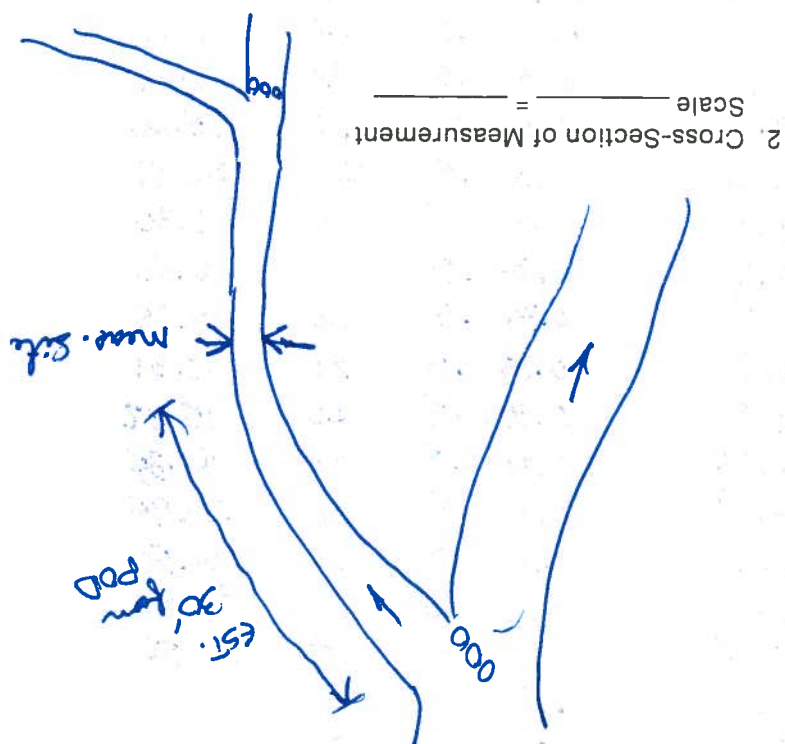
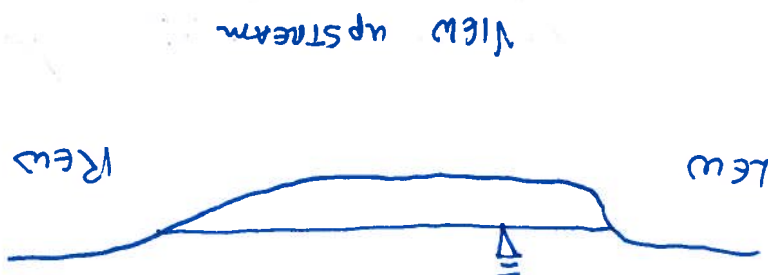
SIGNATURE OF PERSON CONDUCTING MEASUREMENT

DATE

3. Width: _____ Area: _____ Discharge in cubic feet per second: _____

2. Remarks: _____
1. Measurement rated _____
_____ excellent _____ good _____ fair _____ poor

D. SUMMARY INFORMATION



1. Measurement Location

C. DIAGRAMS

NAME OF STREAM OR DITCH BAYHORSE CREEK
 LOCATION ----- POD #3 - 30 FT BELOW DIVERSION
 PURPOSE OF MEASUREMENT -- ADJUDICATION REVIEW
 BASIS OF VELOCITY CALCULATIONS
 IF YOU ARE USING A PYGMY METER ENTER ----- 1
 IF YOU ARE USING A AA METER ENTER ----- 2
 ENTRY ----- = 1
 FOLLOWING THE LAST ENTRY IN: "END"
 "DISTANCE FROM INIT PT" ENTRY MUST =

WATER RIGHT NUMBER IF APPLICABLE ----- A72-4079, A72-4076
 AGENT CONDUCTING MEASUREMENT & DATE -- SCC 9-9-93
 ACCOMPANIED BY ----- N/A
 PREMEASUREMENT SPIN TEST (MIN/SEC) --- OK
 POST MEASUREMENT SPIN TEST (MIN/SEC) - OK

INITIAL POINT	ANGLE OF COEFFICIENT	DISTANCE FROM INIT PT	DEPTH IN FEET	CALC DEPTH END PTS	1ST MEASUREMENT REVS	VELOCITY DATA			CALC WIDTH	AREA IN SQ FT	CALCULATED VELOCITY			DISCHARGE IN CFS
						1ST VELOCITY	2ND VELOCITY	MEAN VELOCITY			1ST POINT VELOCITY	2ND POINT VELOCITY	MEAN VELOCITY	
1.50		1.75	0.35	0.18	20	21.7		0.00	0.13	0.022	0.45		0.00	0.00
1.75		2.00	0.30		20	17.7		0.92	0.25	0.088	0.64		0.07	0.00
2.00		2.25	0.30		20	15.7		1.13	0.25	0.075	0.92		1.13	0.08
2.25		2.50	0.30		25	22.8		1.59	0.25	0.075	1.13		1.59	0.12
2.50		2.75	0.30		20	17.4		0.88	0.25	0.075	0.88		0.88	0.07
2.75		3.00	0.30		20	16.5		1.15	0.25	0.075	1.15		1.15	0.09
3.00		3.25	0.30		20	14.7		1.21	0.25	0.075	1.21		1.21	0.09
3.25		3.50	0.35		20	17.3		1.36	0.25	0.088	1.36		1.36	0.12
3.50		3.75	0.35		20	15.3		1.16	0.25	0.088	1.16		1.16	0.10
3.75		4.00	0.35		20	16.3		1.31	0.25	0.088	1.31		1.31	0.11
4.00		4.25	0.30		20	20.9		1.23	0.25	0.075	1.23		1.23	0.09
4.25		4.50	0.30		20	31.2		0.96	0.25	0.075	0.96		0.96	0.07
4.50		4.75	0.30		20	32.6		0.82	0.25	0.075	0.82		0.82	0.06
4.75		5.00	0.30		20			0.64	0.25	0.075	0.64		0.64	0.05
5.00		5.25	0.30		15			0.46	0.25	0.038	0.46		0.46	0.03
5.25		5.50	0.15	0.08	0			0.32	0.13	0.009	0.32		0.00	0.00
5.50								0.23			0.23		0.00	1.16
END														0.01
														0.00

calculated this flow based on 70% velocity of the previous station.
 10-20-93
 (Noticed)
 See
 10-19-93
 See
 1.24 cfs
 1.27 cfs
 1.24 cfs

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Water Right No.
(if applicable)

Open Channel Discharge Measurement Notes

A. GENERAL INFORMATION

1. Name of stream or ditch: BAY HORSE CR. CUTLER DITCH ABOVE OLD HOUSE
2. Location: NEXT TO BAYHORSE RD. 50' BELOW OLD STREAM CROSSING LAST DIV. (#5)
3. Person conducting measurement: STEVE CLELLAND
4. Date and time of measurement: 9-7-93 6:40 pm 7:10 pm
5. Accompanied by: N/A
6. Measuring device size and ID no.: #090148 AA
7. Spin test before measurement OK? OK 2:05 min after measurement OK? OK 1:50 min
8. Purpose of measurement: CUTLER AT CLAIMS

B. MEASUREMENT DATA

Angle co-efficient	Dist. from initial point	Width	Depth	Observation depth	Revolutions	Time in seconds	VELOCITY		Adjusted for hor. angle or	Area	Discharge
							At point	Mean in vertical			
LEW	1.75		0.30		Ø						
	2.00		.40	.5	15	25.66					
	2.25		.40	.5	15	20.10					
	2.5		.35	.5	15	17.72					
	2.75		.35		15	15.88					
	3.0		.35		15	14.06					
	3.25		.35		25	17.72					
	3.5		.4		25	17.94					
	3.75		.4		25	15.87					
	4.0		.4		25	18.78					
	4.25		.3		25	25.93					
	4.5		.3		15	20.56					
	4.75		.3		15	23.47					
	5.0		.3		15	38.37					
	5.25		.25	↓	Ø						
REW	5.6		Ø		Ø						

C. DIAGRAMS

1. Measurement Location _____
Scale: _____ = _____

2. Cross-Section of Measurement
Scale _____ = _____

D. SUMMARY INFORMATION

1. Measurement rated _____
2. Remarks: _____
_____ excellent _____ good _____ fair _____ poor

3. Width: _____ Area: _____ Discharge in cubic feet per second: _____

DATE _____ SIGNATURE OF PERSON CONDUCTING MEASUREMENT _____

NAME OF STREAM OR DITCH BAYHORSE CREEK
 LOCATION -----
 PURPOSE OF MEASUREMENT -- ADJUDICATION REVIEW
 BASIS OF VELOCITY CALCULATIONS
 IF YOU ARE USING A PYGMY METER ENTER ----- 1
 IF YOU ARE USING A AA METER ENTER ----- 2
 ENTRY ----- = 2

WATER RIGHT NUMBER IF APPLICABLE -----
 AGENT CONDUCTING MEASUREMENT & DATE --
 ACCOMPANIED BY -----
 PREMEASUREMENT SPIN TEST (MIN/SEC) ---
 POST MEASUREMENT SPIN TEST (MIN/SEC) -

FOLLOWING THE LAST ENTRY IN:
 "DISTANCE FROM INIT PT" ENTRY MUST = "END"

INITIAL POINT	ANGLE OF COEFFICIENT	DISTANCE FROM INIT PT	DEPTH IN FEET	CALC DEPTH END PTS	1ST MEASUREMENT REVS	2ND MEASUREMENT REVS	VELOCITY DATA	CALC WIDTH	AREA IN SQ FT	1ST POINT VELOCITY	CALCULATED VELOCITY	MEAN VELOCITY	DISCHARGE IN CFS
1.70		1.70	0.30	0.15	0	25.7		0.02	0.004	0.63		0.00	0.00
1.75		1.75	0.40		15	20.1		0.15	0.045	0.90		1.29	0.00
2.00		2.00	0.40		15	17.7		0.25	0.100	1.29		1.65	0.13
2.25		2.25	0.35		15	17.7		0.25	0.100	1.65		1.87	0.16
2.50		2.50	0.35		15	15.9		0.25	0.088	1.87		2.08	0.18
2.75		2.75	0.35		15	14.1		0.25	0.088	2.08		3.88	0.34
3.00		3.00	0.35		25	17.7		0.25	0.088	3.09		3.09	0.27
3.25		3.25	0.40		25	17.9		0.25	0.100	3.06		3.06	0.31
3.50		3.50	0.40		25	15.9		0.25	0.100	3.44		2.92	0.29
3.75		3.75	0.40		25	18.8		0.25	0.100	2.92		2.12	0.16
4.00		4.00	0.30		25	25.9		0.25	0.075	2.12		1.61	0.12
4.25		4.25	0.30		15	20.6		0.25	0.075	1.61		1.41	0.11
4.50		4.50	0.30		15	23.5		0.25	0.075	0.87		0.87	0.07
4.75		4.75	0.30		15	38.4		0.25	0.063	0.61		0.00	0.00
5.00		5.00	0.25		0	0.0		0.13	0.0169	0.43		0.00	0.00
5.25		5.25	0.00		0								
5.50		5.50	0.00		0								
END													

Calculated →

(Revised)
 Calculation of flow
 based on 70% velocity
 of previous station.
 See
 10-20-93

2.73 cfs
~~2.88 cfs~~

70%
 adj
 to cfs

POD @ Bayhorse Creek

A72-4076

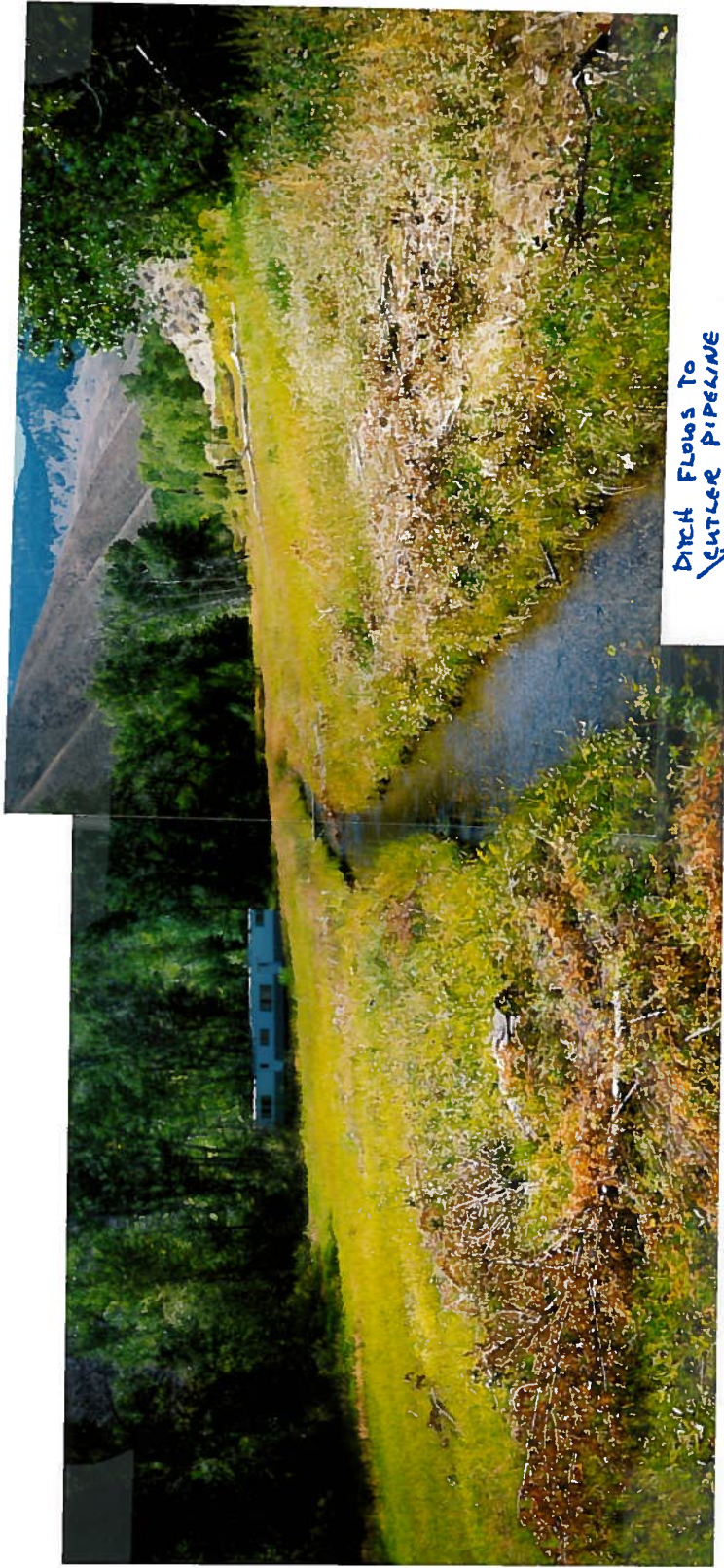


IDWR
MEAS. SITE

IRRIGATION DITCH DIVERSION - POD#2

PHOTO:
R72-37
lysec

9-9-93



DITCH FLOWS TO
CUTLER PIPELINE



Pou Pasture #2

9-9-93

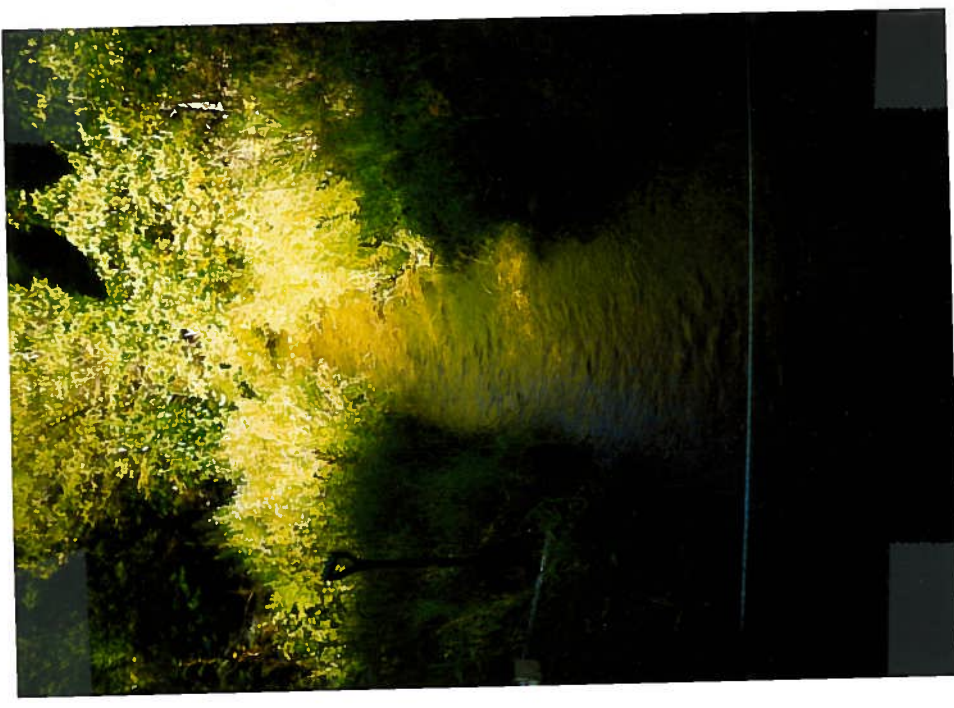
A72-4076

PASTURE IRRIGATED
FROM #2 POD @ DAYHOUSE CR.

Howe:
R72-37

by JCC

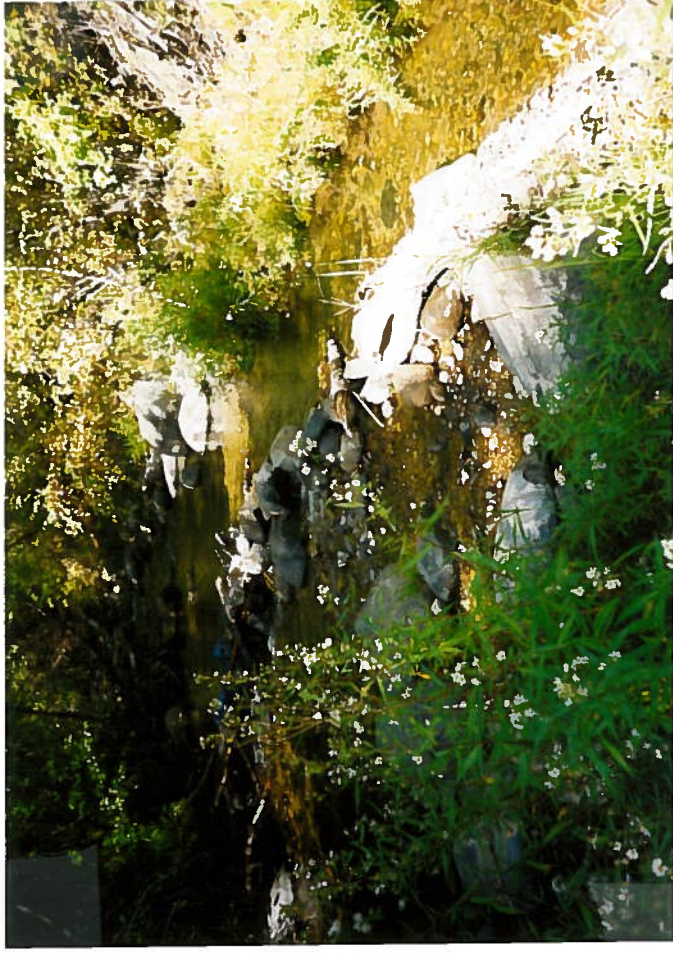
A72-4076



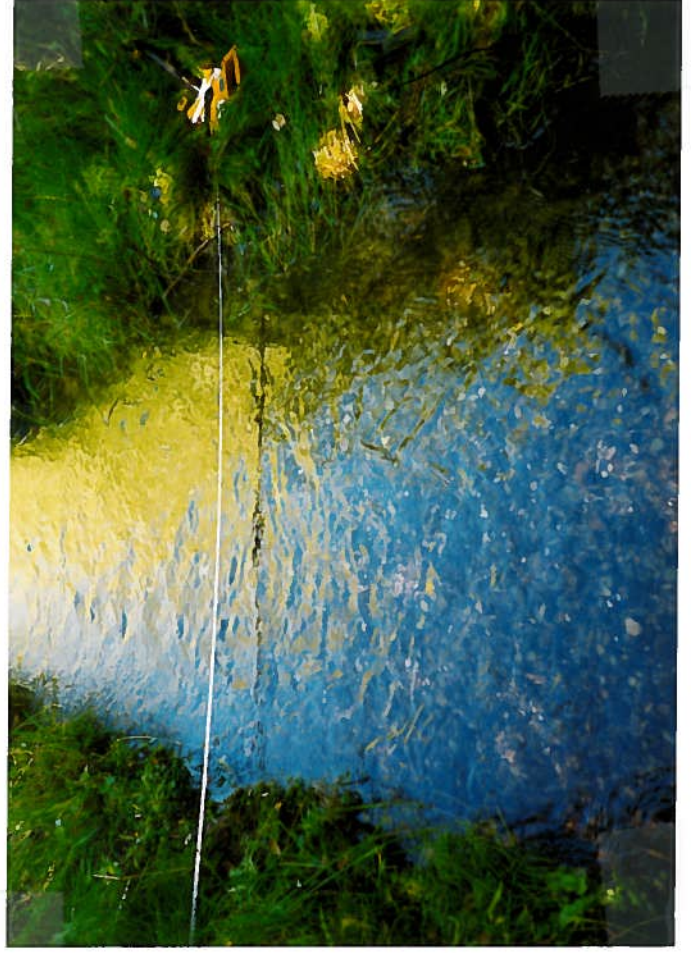
View Down Stream.

POD #3

DIVERSION TO IRRIGATION DITCH.



POINT OF DIVERSION @ DAYHORSE CREEK.



IDWR MENS. SITE.

PHOTO:

R72-37

by

JCC



A72-4076

PASTURE #3

@ Bay horse Creek

9-9-93



PHOTO: R72-37
by SCC



A72-4076

Photo:
R72-37
by SC

IRRIGATION Ditch
from
BAY HORSE CREEK

IDWR MEAS. SITE,
VIEW UPSTREAM.

POD #5

9-9-93



NOTE:
CUTLER
PIPELINE
CROSSING
DITCH.

VIEW DOWNSTREAM

CLAIMS:

A72-04076, A72-04077, A72-4078

+

A72-4079



PETERSEN TRAILER - DOMESTIC LINE FROM CREEK IN THE BACK GROUND.



TRAILER LOCATED ON ESTABLISHED IRRIGATED PASTURE.



NOTE OLDER CABIN C. 1890'S.

PHOTOS
211 SCC



PASTURE; VIEW DOWNSTREAM ON BAY HORSE CREEK. OLD CABIN IS JUST OFF PICTURE ... "AND BT OWNER."

3-26-93

Water Right Number - 72-04077

Prefix Translation:

WATER RIGHT

Old (D) Number -

*** C - CURRENT OWNER ***
WESTERNERS INC.

Priority Date - +
06/01/1922

Region - +
17 SOUTHERN

Stage - +
S - STATUTORY CLAIM

Status - +

Source - +
BAYHORSE CREEK

Tributary - +
SALMON RIVER

Twn	Rng	Sec	Tract	Lot	Rflg	County	Point of Diversion	Stream Index (Blank if no Index Code)
12N	18E	12	SW NE			(37) CUSTER		
	19E	7	NE SW			(37) CUSTER		

Code	Description	Period From	Period To	Water Use	Diversion Rate	Diversion Volume
01 - IRRIGATION		04/01	11/01		4.500	

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - +
4.500

Twn	Rng	Sec	Tract	Lot	Acres	Place of Use	Description	County
12N	18E	12	SE NE		2.0		01 IRRIGATION	(37) CUSTER
12N	18E	12	NE SE		3.0		01 IRRIGATION	(37) CUSTER
12N	19E	7	SE NW	4	19.0		01 IRRIGATION	(37) CUSTER
12N	19E	7	NE SW		4.0		01 IRRIGATION	(37) CUSTER
12N	19E	7	NW SE	7	7.0		01 IRRIGATION	(37) CUSTER
12N	19E	7	SW SE	10	6.0		01 IRRIGATION	(37) CUSTER
Total Acres:					41.0			

+ - - Diversion Means - WING DAMS & DITCHES

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

REMARKS: THERE ARE 2 P/D'S IN THE NESW SEC. 7 T. 12N R. 19E.

+ - - Old Water Right Numbers -
No Old Water Right Numbers found.

Water right number - 72-04077

Prefix Translation:

WATER RIGHT

Conditions of Approval - No Conditions of Approval found.

Decree Plaintiff - Decree Defendant - Decree Date - 00/00/0000

Comments - No Comments Found

Audit Fields - 01/28/86 05/28/88 CONVERT 08/11/89 CLKRTIS

Water Rights Dates and Flags Area

Proof Due Date	- 00/00/0000	Field Exam Made	- 00/00/0000	Field Exam Fee	-
Approved/Denied	- 00/00/0000	Protested Date	- 00/00/0000	Swan Falls	-
Proof Made Date	- 00/00/0000	Hearing Date	- 00/00/0000	Temporary Right	- P
Exam to S.O. Date	- 00/00/0000	Verified Date	- 01/28/1986	DLE/Carey Act	-
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	-
Licensed Date	- 00/00/0000	Appl Received	- 00/00/0000	Transfer/Amended	-
Decree Date	- 00/00/0000	Presumption Flag	-		