

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 72-4080V

WATER RIGHT NUMBER: 72-4080V

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JOSE DITCH CO INC PO BOX 274 CHALLIS, ID 83226 (208)879-5696
Directors Report Owner	JESSIE SARRELS PO BOX 54 CHALLIS, ID 83226-0054 (208)879-2265
Directors Report Owner	SUE SARRELS PO BOX 54 CHALLIS, ID 83226-0054 (208)879-2265
Original Owner	CHARLES VERNON WELLS PO BOX 835 CHALLIS, ID 83226 (208)879-4370

Priority Date: 12/11/1888

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SALMON RIVER	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	0.370 CFS	
	<u>Total Diversion:</u>	0.370 CFS	

Location of Point(s) of Diversion

SALMON RIVER	L2 (NE1/4SW1/4NE1/4)	Sec. 16, Twp 13N, Rge 19E, B.M.
CUSTER County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14N	19E	34				9.0											.2	9.2	

Total Acres: 9.2

Conditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 72-4080V

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Remarks:

1. Explanatory PROPERTY IS ALSO KNOWN AS LOTS 3, 4, 5, & 6, BLK. 3, WILD RIVER ESTATES.

Dates and Other Information:

Decreed Date: 11/17/2000
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number: 39576
Judicial District: FIFTH
Notice of Error Flag: NONE RECEIVED
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

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

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

RECEIVED
FEB 25 2002
 Department of Water Resources
 Southern Region

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>See exhibit A attached</u>		<u>None</u>	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) See exhibit A attached
4. New Owner/Claimant(s) Jose Ditch Company, Inc.
Name Connector (Check one): [] and, [] or, [] and/or
- New Mailing Address PO Box 274
- City, State and ZIP Code Challis, ID 83226
- New Telephone Number (208) 879-5696 - Sharlene Miller Secretary/Treasurer
5. Date you acquired the property NA

6. **None** If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

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

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

7. Signature of New Owner(s) or Claimant(s) Cliff M. Hansen
(include title if applicable)
Cliff M. Hansen - President
for the Jose Ditch Company, Inc.
See attached Idaho Annual Report Form

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

For Office Use Only

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



STATE OF IDAHO
PETE T. CENARRUSA
SECRETARY OF STATE
700 WEST JEFFERSON
PO BOX 83720
BOISE, ID 83720-0080

PRESORTED
FIRST-CLASS
U.S. POSTAGE PAID
Boise, ID
PERMIT No. 1

IDAHO ANNUAL REPORT FORM

C 127416

RETURN SERVICE REQUESTED

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

JOSE DITCH COMPANY, INC., AN IDAHO NONPROFIT CORPOR
PO BOX 274
CHALLIS, ID 83226

AJP 1 83226



No. C 127416	Due no later than Feb 28, 2002 Annual Report Form	2. Registered Agent and Office NO PO BOX
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080	1. Mailing Address - Correct in this box, if applicable JOSE DITCH COMPANY, INC., AN IDAHO PO BOX 274 CHALLIS, ID 83226	SHARLENE H. MILLER HC 63 BOX 1771-1 CHALLIS, ID 83226
NO FILING FEE IF RECEIVED BY DUE DATE		3. New Registered Agent Signature

Corporations: Enter Names and Business Addresses of President, Secretary and Directors.

Office held	Name	Street or P.O. Address	City	State	Zip
President	Cliff M. Hansen	HC 63 Box 1777	Challis	ID	83226
Vice-Pres	Bill N. Savage	PO Box 5	Challis	ID	83226
Director	Thomas V. McGowan	PO Box 1040	Challis	ID	83226
Secretary	Sharlene H. Miller	HC 63 Box 1771-1	Challis	ID	83226

Organized Under the Laws of:

IDAHO
C 127416

6.

Signature

Date 12/18/2001

Name (Typed or Printed)

Sharlene H. Miller

Title

Secretary

Issued 12/03/2001

Do Not Tape or Staple

Fold, seal and mail this portion.

724

C

Unmailed 12-19-2001
PM

ASSIGNMENT

JESSIE SARRELS and **SUE SARRELS** (hereinafter collectively referred to as "Assignor"), herein assign all of their right, title and interest in and to Water Right No. 72-04080V to **JOSE DITCH COMPANY, INC** an Idaho non-profit irrigation corporation (hereinafter referred to as "Assignee") in consideration of the receipt of 18.5 shares of stock in Jose Ditch Company, Inc.. Said Water Right No. 72-04080V is fully described on **Exhibit "A"** attached hereto and made a part of this Assignment by reference.

DATED this 14 day of May, 2001.

"ASSIGNOR"

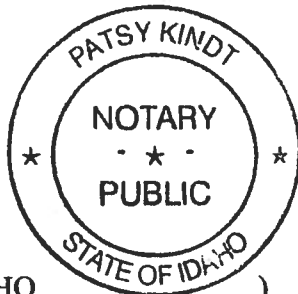
Jessie Sarrels
JESSIE SARRELS

Sue Sarrels
SUE SARRELS

STATE OF IDAHO)
) ss,
County of CLUSTER)

On this 17 day of May, 2001, before me, a Notary Public for said County and State, personally appeared **JESSIE SARRELS**, known or identified to me, to be the person whose name is subscribed to the within 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.

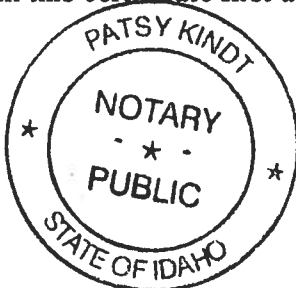


Patsy Kindt
NOTARY PUBLIC FOR IDAHO
Residing at: Challis
My commission expires: 3/12/04

STATE OF IDAHO)
) ss,
County of CLUSTER)

On this 17 day of May, 2001, before me, a Notary Public for said County and State, personally appeared **SUE SARRELS**, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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.



Patsy Kindt
NOTARY PUBLIC FOR IDAHO
Residing at: Challis
My commission expires: 3/12/04

AJ5856NP

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

DATE: APR-18-2000
PAGE: A-22

RIGHT NUMBER: 72-04080V

NAME & ADDRESS: JESSIE SARRELS
SUE SARRELS
PO BOX 54
CHALLIS ID 83226-0054

SOURCE: SALMON RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 0.37 CFS *X 50 = 18.5 shares*

PRIORITY DATE: 12/11/1888

POINT OF DIVERSION: T13N R19E S16 LOT 2 (NESWNE) Within CUSTER County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION	04-01 10-31	0.37 CFS

PLACE OF USE:	IRRIGATION	Within CUSTER County	
	T14N R19E S34	SENE 9	NESE 0.2
	9.2 ACRES TOTAL		

OTHER PROVISIONS NECESSARY FOR DEFINITION OR 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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PROPERTY IS ALSO KNOWN AS LOTS 3, 4, 5, & 6, BLK. 3, WILD RIVER
ESTATES.

JOSE Ditch RIGHTS

Basin Sequence	Split Basis	Status	Priority Date	Diversion	Source List	Water Use	Li Owner List	Ver Source Table	Application
72	4080 A8	Beneficial Use	Active	1888-12-11	0.1	SALMON RIVERRIGATION	PIVA, JANETTE	1 wrAdjudicationRecommendation	
72	4055 A	Beneficial Use	Active	1888-12-11	1.9	SALMON RIVERRIGATION	FUNK, ELAINE L	1 wrAdjudicationRecommendation	
72	4080 B	Beneficial Use	Active	1888-12-11	0.36	SALMON RIVERRIGATION	LEUZINGER, RIC	1 wrAdjudicationRecommendation	
72	4080 C	Beneficial Use	Active	1888-12-11	4.18	SALMON RIVERRIGATION	MC GOWAN, THO	1 wrAdjudicationRecommendation	
72	4080 E	Beneficial Use	Active	1888-12-11	1.37	SALMON RIVERRIGATION	SAVAGE, BILL N	1 wrAdjudicationRecommendation	
72	4080 G	Beneficial Use	Active	1888-12-11	0.04	SALMON RIVERRIGATION	SEVERE, CLAYTO	1 wrAdjudicationRecommendation	
72	4080 J	Beneficial Use	Active	1888-12-11	0.2	SALMON RIVERRIGATION	CORGATELLI, EL	1 wrAdjudicationRecommendation	
72	4080 K	Beneficial Use	Active	1888-12-11	1.75	SALMON RIVERRIGATION	COOK, ROBERTA	1 wrAdjudicationRecommendation	
72	4080 L	Beneficial Use	Active	1888-12-11	0.39	SALMON RIVERRIGATION	KUDER, DAN R (C	1 wrAdjudicationRecommendation	
72	4080 M	Beneficial Use	Active	1888-12-11	0.5	SALMON RIVERRIGATION	WARNECKE, CHA	1 wrAdjudicationRecommendation	
72	4080 N	Beneficial Use	Active	1888-12-11	0.51	SALMON RIVERRIGATION	OUELLET, BERN	1 wrAdjudicationRecommendation	
72	4080 P	Beneficial Use	Active	1888-12-11	0.43	SALMON RIVERRIGATION	RUKEVINA, MIKE	1 wrAdjudicationRecommendation	
72	4080 Q	Beneficial Use	Active	1888-12-11	0.4	SALMON RIVERRIGATION	RUKEVINA, MIKE	1 wrAdjudicationRecommendation	
72	4080 S	Beneficial Use	Active	1888-12-11	0.18	SALMON RIVERRIGATION	PETERSON, L DE	1 wrAdjudicationRecommendation	
72	4080 T	Beneficial Use	Active	1888-12-11	0.08	SALMON RIVERRIGATION	BABB, CHARLES	1 wrAdjudicationRecommendation	
72	4080 V	Beneficial Use	Active	1888-12-11	0.37	SALMON RIVERRIGATION	SARRELS, JESSI	1 wrAdjudicationRecommendation	
72	4080 X	Beneficial Use	Active	1888-12-11	0.31	SALMON RIVERRIGATION	ROYCE, STANLE	1 wrAdjudicationRecommendation	
72	16279 A	Beneficial Use	Active	1888-12-11	12.79	SALMON RIVERRIGATION	HANSEN, CLIFF (	2 wrAdjudicationRecommendation	
72	16279 B	Beneficial Use	Active	1888-12-11	0.81	SALMON RIVERRIGATION	MORTIER, LYNN	1 wrAdjudicationRecommendation	
72	4080 U	Decreed	Active	1888-12-11	0.53	SALMON RIVERRIGATION	CORGATELLI, ELLEN	1 wrAdjudicationRecommendation	
72	4144 C	Beneficial Use	Active	4/4/1920	1.44	SALMON RIVERRIGATION	CHESTER, JOE	1 wrAdjudicationRecommendation	
72	4144 A	Beneficial Use	Active	4/4/1920	0.85	SALMON RIVERRIGATION	LAVERDY, CLADY	3 wrAdjudicationRecommendation	
72	16596	Beneficial Use	Active	10/27/1965	0.8	SALMON RIVERRIGATION	PROPA FISH & GAME (Also Known As)	STATE OF IDAHO (Current Owner)	
				total =		30.29			

Note:

this is

A Late

claim

Water Rights
being transferred
into
Jose Ditch Company,
Inc. ownership
See attached
Assignments

Post-it Fax Note

To	Shaklene Miller	Date	10-23-01	# of pages	1
Co./Dept.		From	Steve Clelland		
Phone #		Cc.			
Fax #	879-2020	Phone #			
		Fax #			

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: **A72-04080V**
Date Received: 12/27/1990
Receipt No: X777777
Received By: _____

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

1. Name: JESSIE SARRELS 956-581-2555
Address: PO BOX 1714
MISSION TX 78573

AND

Name: SUE SARRELS 956-581-2555
Address: PO BOX 1714
MISSION TX 78573

2. Date of Priority: JUN 1, 1885

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
13N	19E	16	SW	NE		2	CUSTER

5. Description of diverting works:
ROCK WALL & HEADGATE, JASE DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.370		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
14N	19E	34	SE	NE		IRR	9.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
14N	19E	34	NE	SE		IRR	0.2
Section Acres							9.2
Total Acres							9.2

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:

SPLIT CLAIM DUE TO OWNERSHIP CHANGE FROM PART 4080R. CORRECTION
IN CLAIM SPLITS DUE TO ERROR IN OWNERSHIP CHANGE FROM PART 4080D.
10/17/98 SCC.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

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

State of Idaho)
) SS.
County of _____)

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

Notary Public

Seal

Residing at _____

My Commission Expires _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

October 20, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

JESSIE &/OR SUE SARRELS
PO BOX 1714
MISSION TX 78573

RE: CHANGE OF OWNERSHIP SRBA CLAIM NO. A72-04080V

Dear Mr. & Mrs. Sarrels,

Pursuant to your request for a change in ownership and/or the notification that you presently own the property in which the above-referenced adjudication claim(s) is appurtenant, the department has changed the record of the current owners as you requested for right 72-04080V.

Please find enclosed a copy of your adjudication claim, as it now appears in our records. I have also enclosed some documentation detailing the corrected split review of this claim.

If you have any further corrections or questions please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Clelland'.

STEVE CLELLAND
Sr. Water Resource Agent

ENC:

CC: Dean Peterson, Pioneer Realty

COINTEGRATION

23456789

RECEIVED

JAN 28 1998

Department of Water Resources
Southern Region

10/10/10

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

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

RECEIVED

JAN 28 1998

Department of Water Resources
Southern Region

1. Water Right Number(s) A 72-04080A
Adjudication Claim Number(s) A 72-04080R
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 on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) Randy &/or Ellen Corgatelli &/or Dennie H. &/or Donna Donahue
P.O. BOX 1029 Challis, ID 83226
4. New Owner/Claimant(s) Jessie + Sue Sarrels
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address P.O. Box 1714
City, State and ZIP Code MISSION TX 78573
New Telephone Number (956) 581-2555
5. Date you acquired the property 10/31/97
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 actually irrigated 9.23 Number and type of stock horses & cattle (specific number)
Diversion rate in CFS 54185 Number of homes proposed Other uses Ag.
cubic feet per second
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/Claimant(s) X Jessie Sarrels Date 1/2/98
X Sue Sarrels Date 1/12/98
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.



ADJUDICATION AND OTHER WATER RIGHT MATTERS DISCLOSURE ADDENDUM



EARNEST MONEY# 1020

☒ APPLICABLE
☐ NON APPLICABLE

DATE 10/24/97

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

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

Earnest Money Dated: 8/18, 19 97 ID# 1020

ADDRESS: Challis, Ad.

BUYER(S): Sarrillo

SELLER(S): Cargatelli

Seller(s) and Broker or their representative hereby disclose:

1. Buyer(s) is/are aware of the Snake River Basin Adjudication Process and understand(s) that the Seller(s) is/are unable to guarantee that the water right(s) appurtenant to the land will remain unchanged past the date of closing.
2. The Bureau of Reclamation of the Department of Interior is developing a policy on water spreading which is defined as the unauthorized use of federally developed project facilities or water supplies on lands not approved by reclamation for such use. This could impact the amount of land that can be irrigated in Idaho.
3. Buyer(s) is/are aware that the Idaho Department of Water Resources is in the process of developing rules for the conjunctive management of the State's above-ground and under-ground water resources. These rules could have an impact on junior and senior water right holders throughout the State.
4. Buyer(s) and Seller(s) are advised to contact their own attorney, accountant, residential structural and/or environmental specialist if there are questions concerning the Purchase and Sale Agreement, at their own expense. For information on the adjudication process or water law and rules in Idaho, you should contact the Idaho Department of Water Resources, the local office of the Bureau of Reclamation and your attorney.

X Juan Sanchez BUYER
(Signature)

X Lue Sarrillo BUYER
(Signature)

X DATED: Jan 12, 1998

X TIME: 10:30 ☒ A.M. ☐ P.M.

Randy Cargatelli SELLER
(Signature)

Ellen Cargatelli SELLER
(Signature)

DATED: 10/24/97

TIME: 10:45 ☒ A.M. ☐ P.M.

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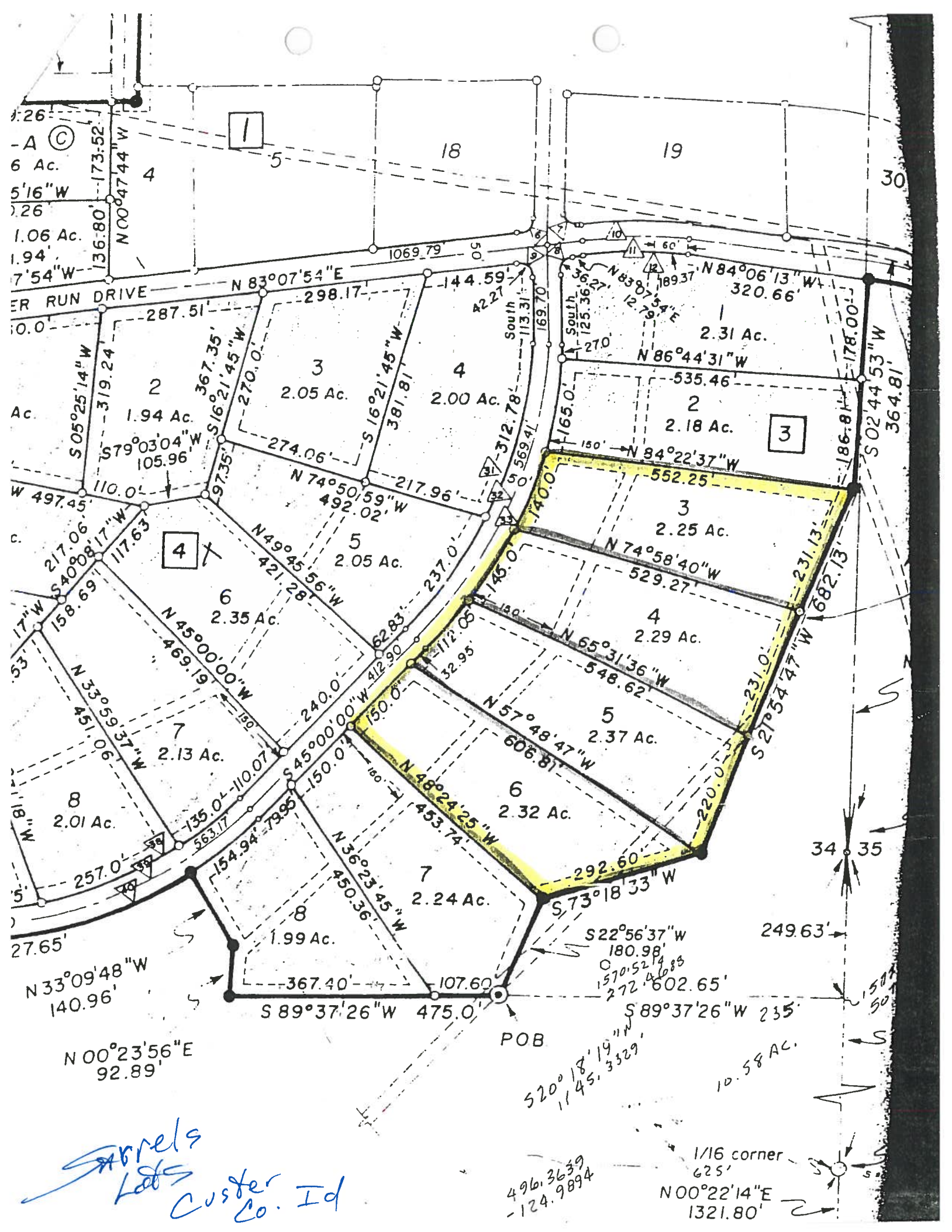
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ADD3 Rev. 1/95

RECEIVED

JAN 28 1998

Department of Water Resource
Southern Region



C214496

WARRANTY DEED

For Value Received DENNIE H. DONAHUE AND DONNA DONAHUE, husband and wife, and RANDY CORGATELLI AND ELLEN CORGATELLI, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto JESSIE JAMES SARRELS AND SUE RITCHIE SARRELS, husband and wife, the Grantees, whose current address is P.O. Box 1714, Mission, Texas 78573 the following described premises, in Custer County, Idaho, to-wit:

Lots 3, 4, 5, and 6, Block 3, Division 1, Wild River Estates, Custer County, Idaho, as shown by the Official Plat thereof, recorded May 22, 1981, as instrument No. 158306, records of Custer County, Idaho.

RECEIVED
JAN 28 1998
Department of Water Resource
Southern Region

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances excepting therefrom all covenants, conditions and restrictions of record and all easements of sight and of record as recorded in the records of Custer County, Idaho and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: This 24 day of October, 1997.

Dennie H. Donahue
DENNIE H. DONAHUE

Donna Donahue
DONNA DONAHUE

Randy Corgatelli
RANDY CORGATELLI

Ellen Corgatelli
ELLEN CORGATELLI

STATE OF IDAHO)

: ss

County of Custer)

On this 24 day of October, 1997, before me, a Notary Public, personally appeared Dennie H. Donahue, Donna Donahue, Randy Corgatelli, Ellen Corgatelli, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

Sumner Swindell
Notary Public for Idaho
Residing at Challis
Commission Expires 7-21-98

STATE OF IDAHO, COUNTY OF CUSTER

I hereby certify that this instrument was filed for record at the request of Custer County Title at 06 minutes past 2:00 o'clock P.M., this 24 day of October 1997, in my office, and duly recorded in Book _____ of Deeds at page _____.

Ethel M. Peck

Ex-Officio Recorder

BY Barbara C. Bruce
Deputy

Fee: \$
Mail to:

3.00

13. **FINANCING REQUIREMENTS:** financing is required, the Buyer agrees to make a best effort to procure same and further agrees to make application therefore within three (3) business days after Seller's acceptance of this agreement. If VA or FHA financing is contemplated, additional provisions pertaining thereto may be attached thereto and are thereby incorporated herein by reference.
14. **FHA/VA:** It is expressly agreed that notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty of forfeiture of Earnest Money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract. The Purchaser shall have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The Purchaser should satisfy himself/herself that the price and condition of the property are acceptable. It is agreed that any item included in item #7 is of nominal value less than \$100.
15. **TITLE INSURANCE/SELLERS DEFAULT:** The Seller shall within a reasonable time after closing furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment of a title insurance policy showing the condition of the title to said premises. Buyer shall have five (5) business days from receipt of the commitment or until twenty-four (24) hours prior to closing, whichever is less, within which to object in writing to the condition of the title as set forth in the commitment. If the Buyer does not so object, the Buyer shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within twenty (20) business days after notice containing a written statement of defects is delivered to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, the Buyer has the option of: (1) having the Earnest Money returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any or (2) pursuing any other lawful right or remedy to which Buyer may be entitled.
16. **EXTENDED COVERAGE TITLE POLICY:** A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e. a legal claim against premises for payment of some debt or obligation), boundary disputes, claims of easement, and other matters of claims if they are not of public record at time of closing. However, under Idaho law, such potential claims against the premises may become legal obligation before the purchase of the home and yet may not be of public record until after the purchase. For example, Idaho law allows workmen who have built a new home or repaired or remodeled an existing one to file liens against the premises for a period of time after they last worked on the home. The debt in such cases will become a lien or claim against the premises itself and, if not paid by the Seller, must be paid by the Buyer to protect the equity in the home. Title insurance companies may be able to issue an "extended coverage" policy for an additional premium. In addition to the premium for extended coverage title policy, there may be other costs involved (i.e. survey, additional closing fees). Such a policy may protect the Buyer against problems such as the above. Of course, even an "extended coverage" policy contains exclusions and will not insure against all potential problems or risks involved in buying property. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage. Only the policy itself can tell exactly what type of coverage is offered, so contact a title insurance company for particulars.
17. **TITLE CONVEYANCE:** Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by Buyer or to which title is taken subject to, exist unless otherwise specified in this agreement.
18. **RISK OF LOSS:** Prior to closing of this sale, all risk of loss shall remain with the Seller. In addition, should the premises be materially damaged by fire or other cause prior to closing, this agreement shall be voidable at the option of the Buyer.
19. **SELLER'S PROPERTY DISCLOSURE FORM:** If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) days after execution of this Agreement provide to BUYER "SELLER'S Property Disclosure Form" or other acceptable form. BUYER has received the "SELLER'S Property Disclosure Form" or other acceptable form prior to signing this Agreement. ☐ Yes ☐ No DATA
20. **LEAD PAINT DISCLOSURE:** The subject property ☐ is ☒ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based hazard information pamphlet. (b) Receipt of Seller's Disclosure of Information and Acknowledgment Form and has been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property. (c) That this contract is contingent upon my right to have the property tested for lead-based paint hazards to be completed no later than N/A or the contingency will terminate. (d) That BUYER hereby ☐ waives ☒ does not waive this right. (e) That, if test results show unacceptable amounts of lead-based paint on the premises, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing. (f) That, if the contract is cancelled under this clause, BUYER'S earnest money will be returned to BUYER.
21. **HIDDEN DEFECTS:** The SELLER warrants that there are no known undisclosed hidden defects to the property which would normally affect a BUYER'S decision to purchase the property.
22. **BUSINESS DAY:** Shall mean Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined in Idaho Code, Section 67-5302.
23. **FACSIMILE TRANSMISSION:** Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party, or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.
24. **ACCEPTANCE:** Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of 8/20/97. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.
25. **CLOSING:** On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall be no later than OCT 31, 1997 - THUR. DAY See title
26. **POSSESSION:** Buyer shall be entitled to possession on ☒ closing ☐ other _____. "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Closing. Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.
27. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**
28. **SIGNATURES:** Each of the parties acknowledges reading and understanding this two page agreement in full, and any attached addendums or counter offers. The entire agreement is contained herein and supersedes all prior agreements between the parties concerning this matter.
- Date 8/18/97 Buyer Jessie Sarrels (Printed)
Buyer Jessie Sarrels (Signature)
Address P.O. Box 1714
City MISSION State TX Zip 78573
Hm. Phone cell phone Bus. Phone 210 279 2136
- Date 8/18/97 Buyer Sue Sarrels (Printed)
Buyer Sue Sarrels (Signature)
Address P.O. Box 1714
City MISSION State TX Zip 78573
Hm. Phone cell phone Bus. Phone 210 279 2136
- On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this agreement signed by both parties.
- Date 8/18/97 Seller Randy Corgatelli (Printed)
Seller Randy Corgatelli (Signature)
Address P.O. Box 1029
City CHALLIS State Id Zip 83226
Hm. Phone 208 629 2432 Bus. Phone _____
- Date 8/18/97 Seller Ellen Corgatelli (Printed)
Seller Ellen Corgatelli (Signature)
Address P.O. Box 1029
City CHALLIS State Id Zip 83226
Hm. Phone 208 629 2432 Bus. Phone _____
- A true copy of the foregoing agreement, signed by the Seller, is hereby received on this 12 day of August, 19 97
- Buyer Jessie Sarrels (Signature) X Buyer Sue Sarrels (Signature)

REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING PAGE TWO AND ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

1. LISTING AGENCY Pioneer Realty MLS# _____ SELLING AGENCY Pioneer Realty MLS# _____
LISTING AGENT NAME Joe Teck MLS# _____ SELLING AGENT NAME Dean Peterson MLS# _____
PHONE # 208 879 4298 PHONE # 208 879 4298

2. AGENCY DISCLOSURE / REPRESENTATION CONFIRMATION:

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ('agent' or 'nonagent' or 'limited dual agent'):

Listing broker acted as a(n) Non-Agent for the BUYER
Selling broker acted as a(n) Non-Agent for the BUYER.

In this transaction, the brokerage(s) involved has the following relationship(s) with the SELLER ('agent' or 'nonagent' or 'dual agent'):

Listing broker acted as a(n) Agent for the SELLER.
Selling broker acted as a(n) Agent for the SELLER.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure Brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A 'CUSTOMER' AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

ID# 1020 Jessie James Samrels & (wife) Sue Ritchie Samrels
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as Congatell Land City Challis County Custer ID Zip 83226
Legally described as: lots 3, 4, 5 & 6 Wild River Estates Block 3
(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED OR ATTACHED PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of the signing, or to correct the legal description previously entered if erroneous or incomplete).

3. EARNEST MONEY. (a) Buyer hereby deposits as Earnest Money and a receipt is hereby acknowledged of One Thousand no dollars (\$ 1000.00) evidenced by: ☐ Cash ☒ Personal check ☐ Cashier's Check ☐ Note Due ☐ or _____
(b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☒ Listing Broker ☒ Selling Broker ☐ Other _____ for the benefit of the parties hereto, and Pioneer Realty (broker) shall hold the completely executed broker's copy of this agreement and is responsible for the closing. (c) The parties agree that Custer Co. Title Company shall provide title policy and preliminary report of commitment and the "closing agency" for this transaction shall be Custer Co Title. If a long-term escrow / collection is involved, the escrow holder shall be _____.

5. FINANCING, TERMS AND/OR CONDITIONS: includes water rights of 27" total.
No contingencies other than this purchase is contingent on successful septic system test. Contingency to be removed by Sept 12, 1997 or Deal is null & void.

6. INCLUDED ITEMS: All attached floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s), transmitter(s), exterior trees, plants, or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excluding all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are not on or used in connection with the premises and shall be included in the sale unless otherwise provided herein.

7. ITEMS SPECIFICALLY INCLUDED IN THIS SALE: (if FHA/VA financing is sought see item # 14 on page 2): none

8. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: none

9. COSTS PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption. Extended Coverage Title Policy requested ☐ Yes ☐ No. Additional premium paid by N/A. See item # 17 on page 2.

If required by lender or otherwise stated herein, the below costs will be paid as indicated. Some costs subject to loan program requirements.

Costs Paid By	Appraisal	Loan Assumpt.	Well Inspect.	Pump Inspect Septic	Lender/ Code Inspect. Fee	Lender/ Code Repairs	Contract/ Document Prep	Tax Service	Closing Escrow Fee	Long-term Escrow Fees Setup	Monthly Fee
BUYER											
N/A											
SELLER											
SHARE EQUALLY											

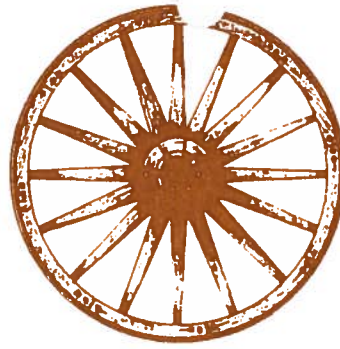
Cost of lender or code repairs not to exceed \$ N/A

10. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to Seller's Broker shall not exceed the Broker's agreed commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale, and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

11. EARNEST MONEY DISPUTE/INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by BROKER or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

12. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this agreement, the prevailing party shall be entitled to recover from the nonprevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

Pioneer Realty



1/20/98



Please take care of this in
your usual proper manner
and send copies of documentation
to me since I am tending to
the matter. Thank you very
much and Call or contact me
if there are any further questions.

Dean Peterson

PIONEER REALTY

Dean Peterson
Licensed Agent

Box 810
Professional Plaza
1300 Hwy. 93
Challis, Idaho 83226

Off: (208) 879-4298
Fax: (208) 879-4498
Res: (208) 879-5700

RECEIVED

JAN 28 1998

Department of Health & Welfare
Southern Region

Phone: 208-879-4298

Fax: 208-879-4498

Professional Plaza • 1300 Highway 93 • Box 810 • Challis, Idaho 83226

November 20, 1998

**NOTICE OF ERROR
REPLY**

RECEIVED
DEC 15 1998
Department of Water Resources
Southern Region

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: December 18, 1998

Water right number: 72-04080V

JESSIE SARRELS
SUE SARRELS
PO BOX 54
CHALLIS ID 83226-0054

Daytime Telephone Number:

Evening Telephone Number:

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

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

DATE: DEC. 11, 1998 SIGNATURE: J.J. Sarrels

Please print your name: JESSIE J. SARRELS

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

DATE: 11/17/98
PAGE: 1

Water Source:	SALMON RIVER	Tributary to:	SNAKE RIVER	Stage:	BENEFICIAL USE
Point of Diversion:	T13W R19E S16 Lot02(NESWNE)				CUSTER County

point(s) of Diversion: T13N R19E S16 Lot02(NESWNE)

Place of use Legal Description for: IRRIGATION																				
NE					NW				SW				SE							
NENE		NWNE		SUNE		SENE		NENW		SWNW		SENW		NENE		NWSE		SWESE		
Lt		Ac		Lt		Ac		Lt		Ac		Lt		Ac		Lt		Ac		
T	R	S	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:	SUM
14N	19E	34	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:	9.2
															:	:	:	:	9.2	
															:	:	:	:	TOTAL ACRES	

POW County: CUSTER

Other Rights: NONE

Remarks: EXP PROPERTY IS ALSO KNOWN AS LOTS 3, 4, 5, & 6, BLK. 3, WILD RIVER ESTATES.

Dates:	Exam Made Date:	05/28/1993	Verified Date:	Objection Filed Date:

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

STEVE

72-04080V



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

November 2, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

JESSIE SARRELS
SUE SARRELS
PO BOX 54
CHALLIS ID 83226-0054

RECEIVED
NOV 16 1998
Department of Water Resources
Southern Region

Re: Snake River Basin Adjudication (SRBA)
Notice of Claim No. A72-04080R
Change of Address

Dear Claimants:

IDWR has been notified the address presently in our records is incorrect. Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records. Future notices related to your water rights can be sent only to the address on your water rights or as otherwise changed by you.

Please sign your name at the bottom of this letter and return it in the enclosed self-addressed envelope. Make corrections to your name and address if necessary before returning this letter. Please return this letter by November 16, 1998. If your mail delivery address changes in any form, please contact us in writing so we can update our records.

Should you have any questions or need assistance, please feel free to contact this office.

Sincerely,

Trish Fawcett
Technical Records Specialist

/tf

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

Claimant Signature

return
to sender

fee due 50¢

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

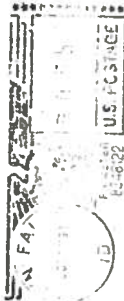
RECEIVED

OCT 30 1998

Department of Water Resources
Southern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200
Twin Falls, Idaho 83301-3380

ADDRESS SERVICE REQUESTED



JESSIE &/OR SUE SARRELS
PO BOX 1714
MISSION TX 78573

SARR714* 785732016 1398 96 10/27/98
SARRELS
CHALLIS ID 83226-0054



U. S. POSTAL SERVICE
PS FORM 3547

return

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

DATE: 11/16/98
PAGE: 1

WEIGHTED BY

3

Water Source:	SALMON RIVER	Tributary to:	SNAKE RIVER	Stage:	BENEFICIAL USE
---------------	--------------	---------------	-------------	--------	----------------

Point(s) of Diversion:	T13N R19E S16 Lot02(NESWNE)	CUSTER County
------------------------	-----------------------------	---------------

Place of use Legal Description for: IRRIGATION

		NE				NW				SW				SE				
		NENE	NNNE	SNNE	SENE	NENW	NNNW	SNW	SEW	NESW	NNSW	SSW	SESW	NESE	NWSE	SWSE	SESE	
T	R S	lt	Ac	lt	Ac	lt	Ac	lt	Ac	lt	Ac	lt	Ac	lt	Ac	lt	Ac	SUM
14N	19E 34	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:	
		09												.2				TOTAL ACRES
																		9.2
																		9.2

Other Rights: NONE

Remarks:	EXP PROPERTY IS ALSO KNOWN AS LOTS 3, 4, 5, & 6, BLK. 3, WILD RIVER ESTATES.
----------	---

Dates:	Exam Made Date: 05/28/1993	Verified Date: 11/16/1998	Objection Filed Date:
Misc:	Water District Number:	Field Inspection Flag:	
		Presumption Flag:	

AJ0749NP
No. R72-04080V

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

DATE: 10/21/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	JESSIE SARRELS SUE SARRELS PO BOX 1714 MISSION TX 78573 (956) 581-2555	12/11/1888	IRRIGATION	04-15 10-15	0.37 CFS	
TOTAL DIVERSION:					0.37 CFS	

Water Source: SALMON RIVER

Tributary to: SNAKE RIVER

Stage: BENEFICIAL USE

Point(s) of Diversion:

T13N R19E S16 Lot02(NESWME)

CUSTER County

Place of use Legal Description for: IRRIGATION

	NE	NW	SE	SW	SUM
T R S	NE NE NE SENE	NE NW NW NW SENE	NE SW NW NW SENE	NE SE SE SE SENE	
14N 19E 34	: Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac
	: .09	: .09	: .09	: .09	: .09
TOTAL ACRES					9.2

POU County: CUSTER

Other Rights: NONE

Remarks: EXP PROPERTY IS ALSO KNOWN AS LOTS 3, 4, 5, & 6, BLK. 3, WILD RIVER ESTATES.

Dates: Exam Made Date: 05/28/1993 Verified Date: 10/21/1998 Objection Filed Date:

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

Recommendation / Reformat Update:

A72-04080 V

Entire lot area was found to be irrigated in 1993 exam
Rec'd 9.2 acres

Q: Original claim limits rate to 0.04 cfs/ac.
Hubble analysis supports this rate as acceptable.
I cannot exceed the claimed amount as
originally shown in 1994 because ownership
has been corrected and no extra flow
amounts remain.

FIR: $9.2 \times 0.04 = \underline{\underline{0.37 \text{ cfs}}}$

See
10/21/98

Priority date: 12/11/1888
Season: 4/15 to 10/15

POD: (JOSE DITCH)

T13N R19E S16 Lot 2 NESWNE

POU: (as shown on GIS report.)

* Similar results and Rec'd for splits of 72-4080
S-T-U-V-W-X

CLAIM NUMBER

A72-04080V

DATE

10/20/98

AGENT

Sec

TRANSFER NUMBER

CLAIMED ACRE TOTAL 9.2

GIS ACRE TOTAL 9.2

	TWP	RNG	SEC	NE				NW				SW				SE			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
CLAIM	14N	19E	34				9									0.2			9.2
GIS							9									0.2			9.2
RECOM																			
CLAIM																			
GIS																			
RECOM																			
CLAIM																			
GIS																			
RECOM																			

B72-DBPOU.SHP

SHAPE NOS.

405

Connection to Split Claim based on GIS acres.
Any increase in Acres requires claim amendment
Pou = Lots 3, 4, 5 & 6, Blk 3.

B72-DBPOD.SHP

NOS. DESCRIPTION

18 JOSE DITCH

DBF TABLES UPDATED

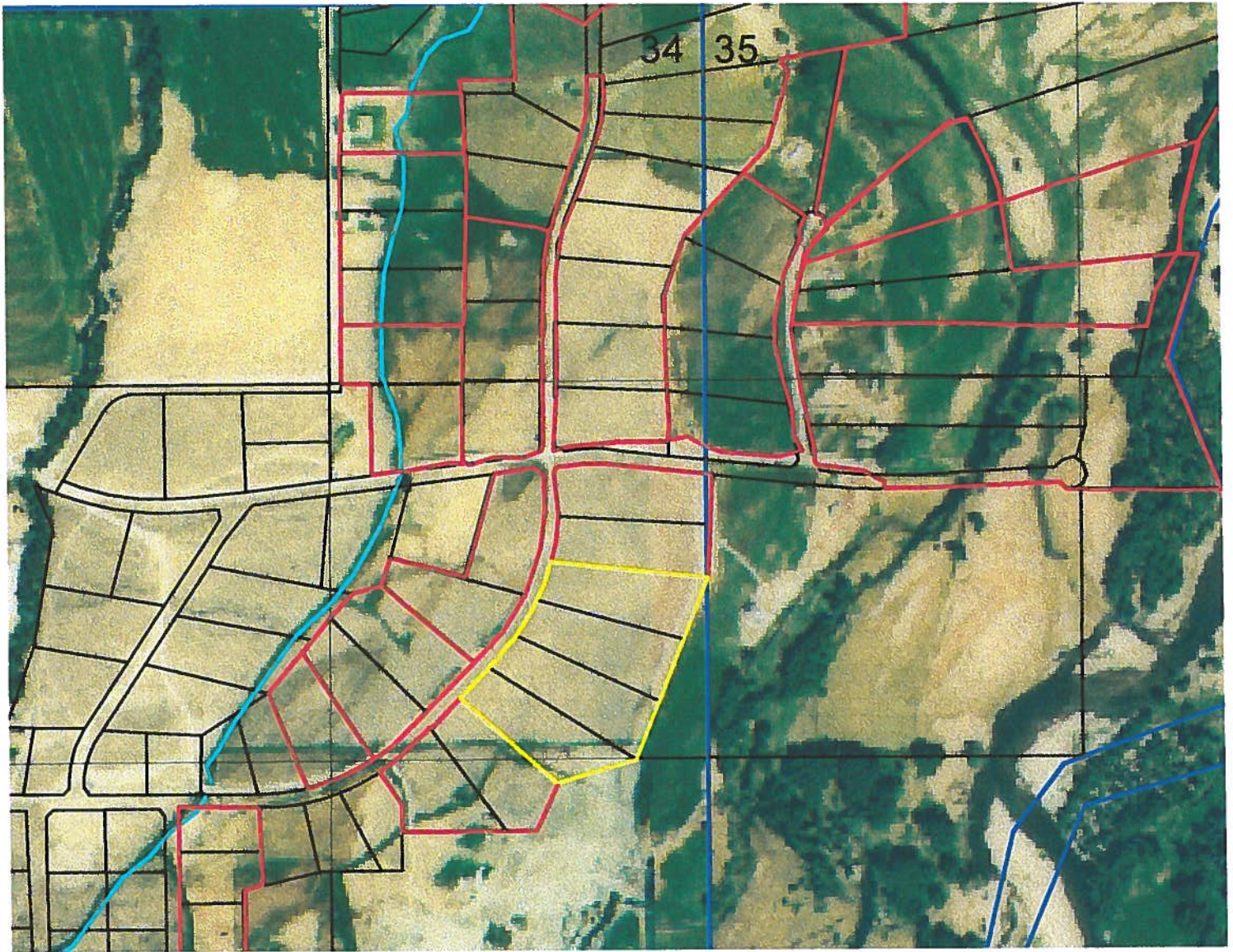
B72-DBPOU.DBF

11/10/98
Sec

B72-DBPOD.DBF

IDAHO DEPARTMENT OF WATER RESOURCES

72-04080V



660 0 660 1320 Feet

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

TWN: 14N
RNG: 19E
SEC: 34 & 35



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

DATE: OCT. 19, 1998

Memorandum

To: SPLIT FILES OF A72-04080D
CC: CLAIMANTS OF RECORD
From: STEVE CLELLAND
Date: 10/20/98
Re: CORRECTION TO SPLIT CLAIM ANALYSIS

Claim A72-04080D was split by a change of ownership on 11/16/98 when Wells sold a portion of the lands to Corgatelli and Donahue. The entire claim was attributed to the new owners instead of being split as shown by the deed. Wells should have been shown as the owner of almost half the claimed right because of the ownership change. I have reviewed all the splits for this portion and have revised all the resulting claims to show the correct acres and quantities.

See also the accompanying flow chart showing the splits of claim A72-04080D.

If the claimants find the current claim record is not accurately describing their water right, they will need to amend their respective claims to show the changes needed.

As CLAIMED:

CORRECTED Split Analysis

10/17/98 see

pg. 1

A72-4080 D WELLS
1.92 cfs
48 AC. (.04 cfs/AC)

CORGATELLI/DONAHUE
 $(8.71 + 13.72 + 6.49) = 28.92 \text{ AC}$
1.16 cfs (.04 cfs/AC)

SPLIT
(unRECORDED)

WELLS (RETAINED)
19.08 AC
.76 cfs

→
< NEXT PAGE >

(R)
Corg./Don.
 $(8.71 + 13.72) = 22.43$
.90 cfs

(S)
PETERSON
4.49 AC
0.18 cfs

(T)
Babb
2.0 AC
0.08 cfs

(U)
Corg./Don.
 $(8.71 + 4.49) = 13.20 \text{ AC}$
~~.53~~ .53 cfs

(V)
SARRELS
9.23 AC
.37 cfs

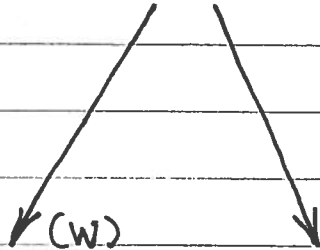
SCC
10/17/98

from page 1

WELLS (RETAINED from original sale to Corg./Dan.)

19.08 AC

0.76 cfs



(W)

WELLS

11.28 AC

0.45 cfs

MACOMBER (Lots 37 & 38)

7.8 AC

0.31 cfs



(X)

Royce (Lots 37 & 38)

7.8 AC

0.31 cfs

48 AC
1.92 cfs

37.15 AC

Bk. 1
Div. 1

8.71

WELLS?

Wild River
Est.
Subd.

48 AC
WELLS
(Amended)
POW

Bk. 3
Div. 2

WELLS to
Corp. Don.
(claim was not split
but should have)
Corp. to Polasea
(6 & 7)
Corp. to Babb
(8)

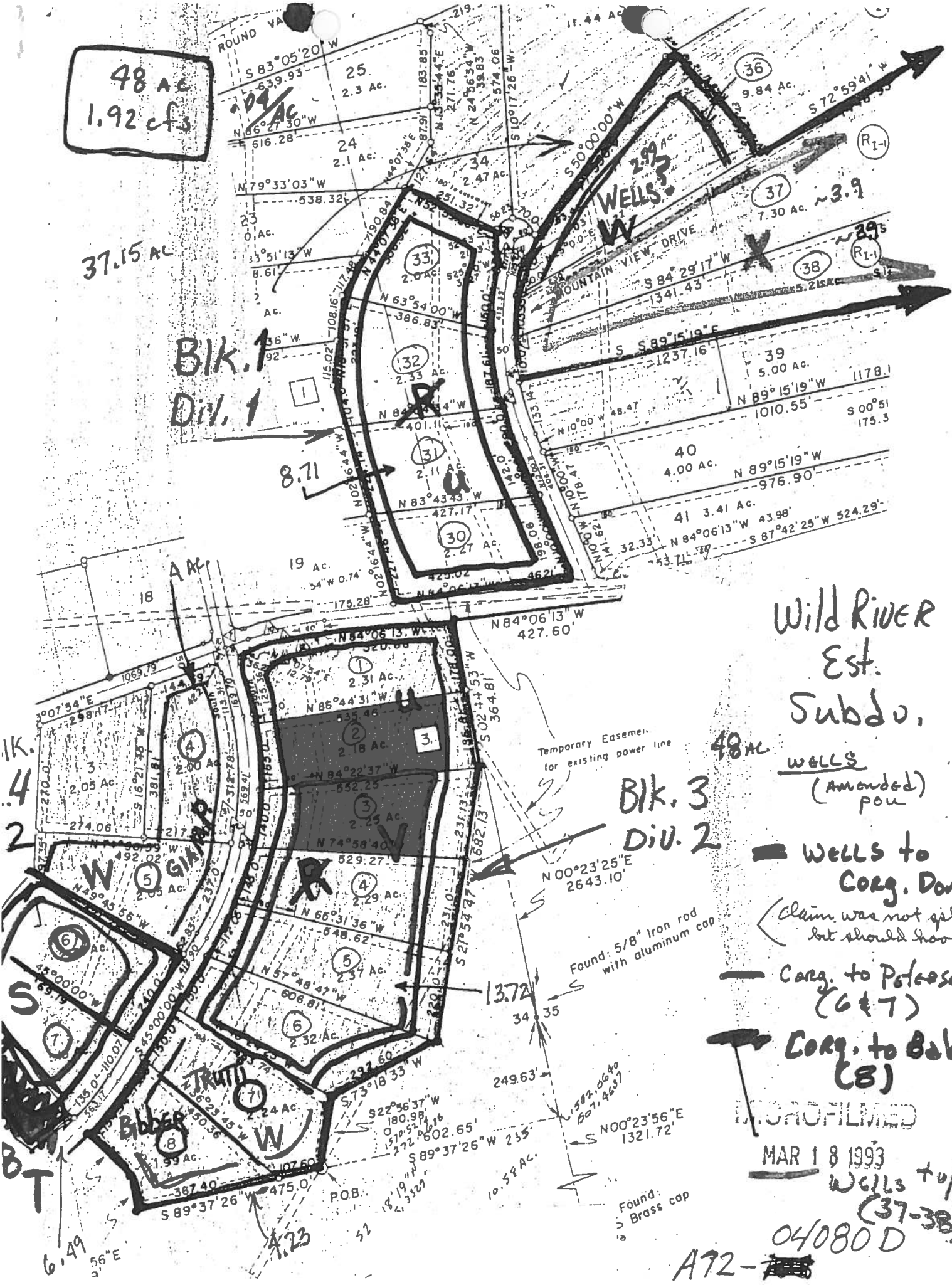
MICROFILMED

MAR 18 1993

WELLS to MC
(37-38)

04080 D

A72-



SPLIT OWNERSHIP

SEC
10/19/98



SPLITS OF
72-4080

3/19

Steve,

I've had this ownership change hanging around for awhile and thought I'd try to figure it out, but I think I need your help (or, YOU can do it if you want to!) You've done the recommendation and figured conveyance losses and diversion amounts for three different soil types based on the Hubble Analysis and I'm not sure how to divide things up!

Anyway, this is what I found:

When Wells filed the original claim, I'm not sure he EVER owned Lots 7 & 8 , Blk. 3, (at least according to Custer County Assessor's Office records). They show Lot 7 is owned by Joseph Trutti (a 2.2 acre bare lot) and Lot 38 was sold to David Bibber directly from Wunsch, the original developer, and no Wells involvement. I don't think we have anything on either of these transactions...

Then he amended the claim in 1990 and added 8 acres, Lots 4, 5, 7 & 8, Blk. 4. (File showed he was leasing Lots 4 & 5 but Assessor's Office says he never owned them.) They show Wunsch sold these two lots to Giampedraglia...nothing to us yet.

When Judy did the ownership change back in 1992 to Corgatelli/Donahue, it should have been split because according to the deeds, all the claimed lots were not conveyed. (I noticed in the file that you had questioned this yourself.)

Looks like Wells retained Lots 37 & 38, Blk. 1. (Wonder what ever happened to the PART of Lot 36?) Now Wells has sold Lots 37 & 38, Blk.1, to Macomber who subsequently sold to Royce.

Anyway, would you please look this stuff over when you get a chance and maybe we can get together to resolve this mess...

Thanks,
Jeanie

10/17/98 sec
I agree with this conclusion of events regarding
the split analysis for A72-4080D.

A72-04080D