



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

September 19, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

STEVEN E ZETTEL
PO BOX 795
CHALLIS ID 83226

RE: SRBA Claim(s) 72-10420

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

/tf

Enclosure

cc: Gean A Westergard
Diana M Westergard

CERTIFICATE OF MAILING

I certify that on 9-19, 1997, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls ID 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:
Gean A Westergard
Diana M Westergard
HC 63 Box 1790
Challis ID 83226
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:
Steven E Zettel
PO Box 795
Challis ID 83226
4. One Copy to:
Each party in the subcase or attorney of record:
5. One Copy to:
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449
6. One Copy to:
United States Dept Of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724



Signature of person or attorney mailing the form

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 72-10420

NAME & ADDRESS: STEVEN E ZETTEL
PO BOX 795
CHALLIS ID 83226

SOURCE: GROUNDWATER

QUANTITY: 0.05 CFS

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

PRIORITY DATE: 04/12/1974

POINT OF DIVERSION: T13N R19E S01 NESE Within CUSTER County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.05 CFS
	DOMESTIC 1 HOME	01-01 12-31	0.05 CFS

PLACE OF USE: STOCKWATER Within CUSTER County
T13N R19E S01 NESE

DOMESTIC Within CUSTER County
T13N R19E S01 NESE

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. RP13N19E017201A
STOCKWATER, 100 MIXED

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

RECEIVED

SEP 23 1997

Department of Water Resources
Southern Region

both are deceased

GEAN A WESTERGARD
DIANA M WESTERGARD
HC 63 BOX 1790
CHALLIS ID 83226

UNDERLIERABLE AS ADDRESSED
POSTMANHOLD CHASE EXEMPTED



07401-26A

1997 SEP 19 PM 2: 19

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

In Re SRBA

Case No. 39576

**NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDINGS**

SUB CASE NO. 72-10420

IDWR has completed the following Administrative proceeding: **SUBSTITUTION OF PARTY**

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

FROM: Claimant/Seller(s):

Name and Address of Claimant/Seller(s):

Gean A Westergard
Diana M Westergard
HC 63 Box 1790
Challis ID 83226
Phone: 879-2722

TO: Claimant/Purchaser(s):

Name and Address of Claimant/Purchaser(s):

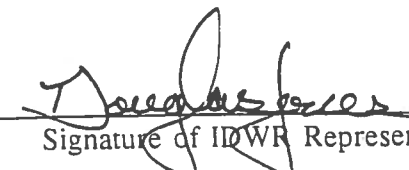
Steven E Zettel
PO Box 795
Challis ID 83226

Phone: 879-4700

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

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

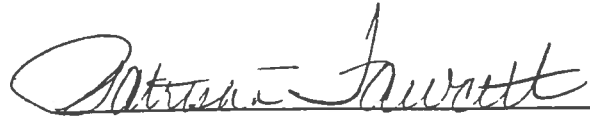
DATED: 9/18/97


Signature of IDWR Representative

CERTIFICATE OF MAILING

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Claimant/Purchaser for Substitution of Party or attorney of record:
Steven E Zettel
PO Box 795
Challis ID 83226
4. One Copy to:
Each party in the subcase or attorney of record:
5. One Copy to:
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449
6. One Copy to:
United States Dept Of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724



Signature of person or attorney mailing the form

AJ5856NP

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

DATE: SEP-11-1997
PAGE: A-11

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 72-10420

NAME & ADDRESS: STEVEN E ZETTEL
PO BOX 795
CHALLIS ID 83226

SOURCE: GROUNDWATER

QUANTITY: 0.05 CFS

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

PRIORITY DATE: 04/12/1974

POINT OF DIVERSION: T13N R19E S01 NESE Within CUSTER County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
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PLACE OF USE: STOCKWATER Within CUSTER County
T13N R19E S01 NESE

DOMESTIC Within CUSTER County
T13N R19E S01 NESE

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DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. RP13N19E017201A
STOCKWATER, 100 MIXED



State of Idaho

DEPARTMENT OF WATER RESOURCES

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September 19, 1997

PHILIP E. BATT
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DIRECTOR

STEVEN E ZETTEL
PO BOX 795
CHALLIS ID 83226

RE: SRBA Claim(s) 72-10420

Dear Claimant:

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Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

/tf

Enclosure

cc: Gean A Westergard
Diana M Westergard

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: **A72-10420**

Date Received: 1/10/1990

Receipt No: S010922

Received By: ownership change *X*

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

1. Name: STEVEN E ZETTEL 208-879-2722
Address: PO BOX 795
CHALLIS ID 83226

2. Date of Priority: APR 12, 1974

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
13N	19E	1	NE	SE			CUSTER

5. Description of diverting works:
6"X 163' WELL, 1 $\frac{1}{2}$ HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.050		
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSE S/100 MIXED

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
13N	19E	1	NE	SE		DOMEST	
			NE	SE		STOCK	

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:
CHALLIS IRRIGATION CO.

14. Remarks:

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)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

AJ0749NP
No. 72-10420

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

DATE: 09/01/97
PAGE: 2

Comments: Date: 09/01/1997 User-ID: JROBERTS Subject: OWNERSHIP CHANGE
FORM AND COPIES OF SALES AGREEMENT AND TITLE INSURANCE POLICY
FROM GEAN OR DIANA WESTERGARD TO STEVEN ZETTEL RECEIVED 5/27/97.
A72-10420 ALSO CHANGED. jr

Audit: 09/01/97 JROBERTS

"DO NOT FILM"

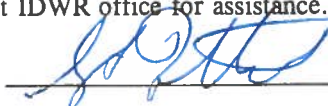
RECEIVED

MAY 27 1997

Department of
Southern RegionSTATE 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.

1. Water Right No(s).: 72-10420
Adjudication Claim No(s).: _____
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 Gean A Westergard, Diana M Westergard
HC 63 Box 1790 Challis, Idaho 83226
4. New Owner/Claimant(s) Steven E. Zettel
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address P.O. Box 795 Challis, Idaho 83226
City, State and ZIP Code _____
New Telephone Number (208) 879-4700
5. Date you acquired the property August 17, 1994.
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 100 mixed
Diversion rate in CFS 0.050 Number of homes 1 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) 
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
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..

RECEIVED

MAY 27 1997

COPY

MEMORANDUM AGREEMENT

17 SK JJ

Department of Water Resources
Southern Region

This contract made and entered into as of the 16th day of August, 1994, by and between SANDRA M. KIMBLE, as personal representative of the Estate of Diana M. Westergard, Deceased, hereinafter referred to as "Seller," and STEVE ZETTEL, a single man, of P.O. Box 795, Challis, ID 83226, hereinafter referred to as "Buyer."

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, to be kept and performed by the parties hereto,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Agreement to Sell and to Buy. Seller hereby agrees to sell to Buyer, and Buyer covenants and agrees to purchase from Seller, that certain personal property described on Exhibit "A," attached hereto, together with that real property situated in the County of Custer, State of Idaho, and described on Exhibit "B," attached hereto.

2. Purchase Price. It is agreed by and between the parties that the purchase price of the property described herein is the sum of ONE HUNDRED SEVENTY-FIVE THOUSAND and NO/100 DOLLARS (\$175,000.00), payable as follows:

- a. The sum of \$4,000 heretofore paid as earnest money, the receipt of which is hereby acknowledged by Seller;
- b. The sum of \$36,000 due and payable on the execution of this contract by the Buyer;
- c. The sum of \$135,000 hereinafter referred to as the deferred balance of the purchase price, with interest from August 16, 1994, at the rate of nine percent (9%) per annum, in installments as follows:

\$12,500, including interest as aforesaid,
payable on August 16, 1995.

\$12,500, including interest as aforesaid,
payable on August 16, 1996.

The remaining balance of principal and
interest payable in a final balloon pay-
ment on August 16, 1997.

Prepayment may be made at any time with-
out penalty.

Each payment on the deferred balance of
the purchase price shall be applied first
to the interest accrued to date of pay-
ment and secondly, to the principal.

3. Security for Purchase Price. The Buyer agrees to exe-
cute a promissory note containing the payment provisions above,
which promissory note shall be secured by a mortgage encumber-
ing the real estate described on Exhibit "B," and a security
agreement encumbering the farm equipment described on Exhibit
"A."

4. Proration. All current taxes and assessments shall be
prorated by the closing agent as of August ^{17, JK JS}~~16~~, 1994, using for
such purposes the rate and evaluation for 1993.

5. Possession. Possession of the premises shall be given
to Buyer on August 16, 1994.

6. Title and Title Insurance. Seller agrees to convey
title to the real property by personal representative's deed,
conveying and warranting all right, title and interest to the
property, including all mineral rights, water rights and ditch
rights therein or thereon, and subject only to restrictions,
reservations, limitations, easements and conditions of record,
zoning ordinances, current taxes not yet due and the terms

hereof. Seller shall convey title to the personal property described on Exhibit "A" by bill of sale, conveying all right, title and interest to the property without restriction, except as to the terms hereof.

Seller shall, immediately upon the execution of this agreement, secure a title insurance policy for the benefit of the Buyer at Seller's expense in the principal amount of \$175,000, less the value of the personal property, showing good and merchantable title to the premises in the Seller free of all liens and encumbrances except current taxes and assessments, but subject to all restrictions, reservations, limitations, easements and conditions of record, zoning ordinances and the standard printed exceptions appearing on such title policy.

7. Representations by Seller. Seller makes no representations of any material fact concerning the real property and personal property except as otherwise set forth herein; the Buyer has had adequate opportunity to inspect and investigate said property and will be acquiring the property "AS IS." Seller makes no representations or warranties as to whether or not the boundary lines of said real property are accurate, nor any representation as to the number of acres contained in the legal description of the property described herein as the Buyer is buying the said property "in gross" and not by the acre. Buyer has had adequate opportunity to examine and inspect the boundaries of the said property and has made his own determination as to the acreage, and whether fence lines and boundaries are accurate.

8. Range and Grazing Rights. The parties understand and agree that Seller presently possesses a Bureau of Land Management grazing permit, and attached hereto as Exhibit "C" is a copy of such permit. Buyer shall apply to the Bureau of Land Management for transfer of this permit to Buyer following the closing of this transaction. Buyer acknowledges that Seller does not warrant that the Bureau of Land Management will transfer the permit to Buyer, and that the transfer of said permit is not a contingency of this agreement. Buyer agrees that he will maintain the range and grazing rights in the same or better condition and status as of this date, and that Buyer will not permit said range and grazing rights or any portion thereof to be lost or forfeited through fault of Buyer.

9. Water Rights. The parties understand and agree that Seller possesses two (2) shares of stock in the Challis Irrigation Company. Seller agrees to assign ninety-four percent (94%) of Seller's interest in and to said two shares of stock to Buyer immediately following the closing. Buyer acknowledges that the remaining six percent (6%) interest in said stock shall be assigned from Seller to Diane King for the benefit of her land which lies adjacent to the premises being conveyed hereunder. Any reductions of water rights per share from the Challis Irrigation Company would also be prorated out of Diane King's share of water. Buyer further acknowledges that it is the intent of this agreement that the six percent interest being assigned to Diane King, her heirs and assigns, is evidence that she is entitled to four miner inches of

water. It is the intent of the parties hereto that Diane King will pay six percent (6%) of all expenditures for maintaining said water rights, electricity, pump, maintenance, etc., involved in delivering water to Diane King's property.

Buyer acknowledges that he has reviewed said water rights and stock, and is satisfied as to all aspects thereof, and accepts said water rights and stock based upon his own review, provided, however, that Buyer is assuming that Seller has researched the legality of the separation of water rights shares. Buyer is not responsible for any penalties, non-renewals, or expulsion if this separation is not allowed in accordance to the by-laws of the Challis Irrigation Company. Seller acknowledges that the irrigation water rights being conveyed hereunder are subject to adjudication in the case of In Re the General Adjudication of Right to the Use of Water from the Snake River Basin Water System, Civil Case No. 39576, in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls.

10. Escrow. Bill Allen Escrow is hereby designated as the escrowholder under the terms of this agreement. All payments to be made by Buyer upon the deferred balance of the purchase price shall be paid to said escrowholder for the benefit of Seller. The original or an executed copy of this agreement, together with the personal representative's deed, mortgage and all other documents and instruments required to be deposited with the escrowholder, shall be deposited with said escrowholder and be held by said escrowholder, subject to the terms

of this agreement. Escrowholder shall hold the said documents in escrow for delivery to the Buyer only upon Buyer's full payment of the deferred balance of the purchase price to Seller under the terms of this agreement and the Buyer's full performance of the terms of this agreement. The initial charges of the escrowholder shall be divided equally between the Buyer and the Seller, provided that Buyer's share (including document preparation) shall not exceed \$250.

11. Non-Assignment. Buyer shall not sell or assign the premises being conveyed herein, or any part thereof, nor shall Buyer sell or assign this agreement or any other document, without first obtaining Seller's written consent.

12. Existing Lease. The parties acknowledge that the real property is presently encumbered by a farm lease between Seller and Gary Chamberlain. Buyer acknowledges receipt of a copy of said lease. Any remaining lease payments due from the lessee for 1994 shall be paid to Seller, pro-rated as of August 16, 1994, and Seller shall pay to Buyer his proportionate share of said lease payments.

13. Closing. The parties agree that American Land Title Company shall act as the closing agent for this transaction, and its fee shall be divided equally between the parties, provided that Buyer's share shall not exceed \$300.

14. Representation. The parties acknowledge that this contract and accompanying documents of sale were prepared by Jordan P. Smith, Attorney for Seller.

15. Attorney's Fees. Should it become necessary for either party to commence legal action or to defend against legal action arising out of the terms of this agreement, the prevailing party shall be entitled to recover, in addition to all other rights hereunder, reasonable attorney's fees, including court costs.

16. Entire Agreement. This agreement, and the accompanying exhibits, constitutes the entire agreement between the parties. No representations, warranties or promises pertaining to this agreement or any property effected by this agreement have been made by, or shall be binding on, any of the parties, except as expressly stated in this agreement. This agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any such change is sought.

17. Binding Effect. This agreement shall inure to the benefit of, and be binding upon, the heirs, personal representatives, executors, administrators, successors and assigns of all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective the day and year first above written.

SELLER:

BUYER:


Sandra M. Kimble
Personal Representative of
the Estate of Diana M.
Westergard, Deceased


Steve Zettel

EXHIBIT "B"

A fraction of the E1/2SE1/4 of Section 1, Township 13 North, Range 19 East, Boise Meridian Custer County, Idaho, described as:

Beginning at the southeasterly corner of said Section 1; Thence North 89°39' West along the southerly boundary of Section 1 a distance of 1144.4 feet; Thence North 7°56' East, 1452.0 feet; Thence North 1°12' West, 1201.1 feet to a point on the northerly boundary of the NE1/4SE1/4 of Section 1; Thence South 89°39' East along the northerly boundary of the NE1/4SE1/4 of Section 1 a distance of 969.3 feet to the easterly quarter corner of Section 1; Thence South along the easterly boundary of Section 1 a distance of 2640.0 feet to the POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A fraction of the SE1/4SE1/4 Section 1, Township 13 North, Range 19 East, Boise Meridian, described as:

Beginning on the southeast corner of said Section 1; Thence North 89°39' West, along the south line of said section 912.0 feet to the true point of beginning; Thence North 225.0 feet; Thence West 200 feet, more or less, to the west line of the land described in the deed to Gean A. Westergard, et ux., recorded June 12, 1974, as Instrument No. 137282, records of Custer County, Idaho; Thence South 7° 56' West, along said west line 235 feet, more or less, to the southwest corner thereof; Thence South 89°39' East, 232.4 feet to the POINT OF BEGINNING.

ALSO, LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A parcel of land located in the SE1/4 Section 1, T. 13 N., R. 19 E., Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the SE corner of said Section 1, run thence N. 89°39'00" W. along the southerly boundary of said section a distance of 892.18 feet to the POINT OF BEGINNING;
Thence continuing N. 89°39'00" W. a distance of 19.82 feet;
Thence North a distance of 225.00 feet;
Thence West a distance of 201.24 feet;
Thence N. 07°56'00" E. a distance of 1128.68 feet;
Thence S. 87°31'23" E. a distance of 70.21 feet;
Thence S. 00°12'29" W. a distance of 1339.98 feet to the POINT OF BEGINNING.

POLICY OF TITLE INSURANCE

13 0034 106 00131

MAY 27 1997

Water Resource
Southern Region

SECURITY UNION TITLE INSURANCE COMPANY

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

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the land.

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

Issued by:
AMERICAN LAND TITLE COMPANY
401 Main Street, Suite B
P.O. Box 1169
Salmon, Idaho 83467
(208) 756-4231
Fax No. (208) 756-4232

Terri Cotterell

Authorized Signature

Terri Cotterell

ALTA OWNER'S POLICY (10-17-92)



SECURITY UNION TITLE INSURANCE COMPANY

By:

Richard M. Polla
President

By:

Richard M. Clavin
Secretary

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
7-650-C	13 0034 106 00131	AUGUST 17, 1994 AT 4:30 P.M.	\$ 175,000.00	\$ 780.00

1. Name of Insured: STEVE ZETTEL

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

FEE SIMPLE

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

STEVE ZETTEL

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

A REAL ESTATE MORTGAGE BETWEEN STEVE ZETTEL, A SINGLE MAN, THE MORTGAGOR, AND SANDRA M. KIMBLE, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF DIANA M. WESTERGARD, DECEASED, THE MORTGAGEE, IN THE AMOUNT OF \$135,000.00 DATED AUGUST 17, 1994 AND RECORDED AUGUST 17, 1994 AS INSTRUMENT NO. 207144.

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

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

SEE ATTACHED SCHEDULE A PAGE 2

SCHEDULE A

Owners Form
Reorder Form No. 3089 (Rev. 1/89)

This Policy valid only if Schedule B is attached.

SCHEDULE B

Policy Number: 13 0034 106 00131

Owners

EXCEPTIONS FROM COVERAGE

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

General Exceptions:

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

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

7. General taxes for the year 1994 and subsequent years, which are an accruing lien, not yet due and payable. Liability for additional assessment and subsequent tax billing, if any, by any reason of improvements made to the insured premises subsequent to January 1, 1994.

8. The right, title and interest of the public in and to those portions of the above described premises falling within the bounds of roads or highways, dedicated and or otherwise used by the public, and subject to all easements and restrictions attendant and pertinent to said highways.

9. Restrictive Covenants appearing of record as Instrument No. 207145 recorded August 17, 1994, records of Custer County, Idaho.

Authorized Signatory

SCHEDULE B CONTINUED

10. Restrictions and reservations contained in the United States patent to said land. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode, to extract and remove his ore therefrom should the same be found to penetrate or intersect the premise hereby granted, as provided by law. And there is reserved from the lands hereby granted right of way thereon for ditches and canals constructed by the authority of the United States.

SCHEDULE A CONTINUED

A FRACTION OF THE E1/2SE1/4 OF SECTION 1, TOWNSHIP 13 NORTH, RANGE 19 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, DESCRIBED AS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID SECTION 1; THENCE NORTH 89 DEGREES 39' WEST ALONG THE SOUTHERLY BOUNDARY OF SECTION 1 A DISTANCE OF 1144.4 FEET; THENCE NORTH 7 DEGREES 56' EAST, 1452.0 FEET; THENCE NORTH 1 DEGREES 12' WEST, 1201.1 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE NE1/4SE1/4 OF SECTION 1; THENCE SOUTH 89 DEGREES 39' EAST ALONG THE NORTHERLY BOUNDARY OF THE NE1/4SE1/4 OF SECTION 1 A DISTANCE OF 969.3 FEET TO THE EASTERLY QUARTER CORNER OF SECTION 1; THENCE SOUTH ALONG THE EASTERLY BOUNDARY OF SECTION 1 A DISTANCE OF 2640.0 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A FRACTION OF THE SE1/4SE1/4 SECTION 1, TOWNSHIP 13 NORTH, RANGE 19 EAST, BOISE MERIDIAN, DESCRIBED AS:

BEGINNING ON THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 89 DEGREES 39' WEST, ALONG THE SOUTH LINE OF SAID SECTION 912.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 225.0 FEET; THENCE WEST 200 FEET, MORE OR LESS, TO THE WEST LINE OF THE LAND DESCRIBED IN THE DEED TO GEAN A. WESTERGARD, ET UX., RECORDED JUNE 12 1974, AS INSTRUMENT NO. 137282, RECORDS OF CUSTER COUNTY, IDAHO; THENCE SOUTH 7 DEGREES 56' WEST, ALONG SAID WEST LINE 235 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 39' EAST, 232.4 FEET TO THE POINT OF BEGINNING.

ALSO, LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND LOCATED IN THE SE1/4 SECTION 1, T. 13 N. R. 19 E., BOISE MERIDIAN, CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SCHEDULE A CONTINUED

COMMENCING AT THE SE CORNER OF SAID SECTION 1 RUN THENCE
N. 89 DEGREES 39' 00" W. ALONG THE SOUTHERLY BOUNDARY OF SAID
SECTION A DISTANCE OF 892.18 FT. TO THE POINT OF BEGINNING:

THENCE CONTINUING N. 89 DEGREES 39' 00" W. A DISTANCE OF
19.82 FT.:

THENCE NORTH A DISTANCE OF 225.00 FT.:

THENCE WEST A DISTANCE OF 201.24 FT.;

THENCE N. 07 DEGREES 56' 00" E. A DISTANCE OF 1128.68
FT.;

THENCE S. 87 DEGREES 31' 23" E. A DISTANCE OF 70.21 FT.:

THENCE S. 00 DEGREES 12' 29" W. A DISTANCE OF 1339.98
FEET TO THE POINT OF BEGINNING.

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.

V E D

MAY 27 1997

CIVIL CASE NUMBER: 39576

Ident. Number: A72-10420
Date Received: 1/10/1990
Receipt No: S010922
Received By: _____

Separate
Southern Region

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GEAN A. WESTERGARD 208-879-2722
Address: HC 63 BOX 1790
CHALLIS, ID 83226

OR

Name: DIANA M. WESTERGARD 208-879-2722
Address: HC 63 BOX 1790
CHALLIS, ID 83226

2. Date of Priority: APR 12, 1974

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
13N	19E	1	NW NE SE NW		CUSTER

5. Description of diverting works:
6"X 163' WELL, 1½ HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.050		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSE S/100 MIXED

1/10/90 10:02

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
13N	19E	1	NW	NW		DOMEST	

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:
CHALLIS IRRIGATION CO.

14. Remarks:

DWR NOTE

MAP ATTACHMENTS DO NOT MATCH WITH LEGAL DESCRIPTIONS ON CLAIM.

15. Basis of Claim: BENEFICIAL USE

IDAHO DEPARTMENT OF WATER RESOURCES
INDIVIDUAL LISTING FROM DIRECTOR'S REPORT
OF WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: April 30, 1997
PAGE: 1

RIGHT NUMBER: 72-10420

NAME AND ADDRESS: GEAN A WESTERGARD
DIANA M WESTERGARD
HC 63 BOX 1790
CHALLIS ID 83226

SOURCE: GROUNDWATER

QUANTITY: 0.05 CFS

RECORDED
MAY 27 1997
Department of Water Resources
Southern Region

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

PRIORITY-DATE: 04/12/1974

POINT OF DIVERSION T13N R19E S01 NESE Within CUSTER County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.05 CFS
	DOMESTIC 1 HOME	01-01 12-31	0.05 CFS

PLACE OF USE: STOCKWATER Within CUSTER County
T13N R19E S01 NESE

DOMESTIC Within CUSTER County
T13N R19E S01 NESE

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. RP13N19E017201A
STOCKWATER, 100 MIXED

FEB-27-1997
0017

VERIFIED BY

2/28/97

RIGHT NUMBER:

72-10420

NAME AND ADDRESS:

GEAN A WESTERGARD
DIANA M WESTERGARD
HC 63 BOX 1790
CHALLIS ID 83226

SOURCE:

GROUNDWATER

QUANTITY:

0.05 CFS

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

PRIORITY DATE:

04/12/1974

POINT OF DIVERSION:

T13N R19E S01

NESE Within CUSTER County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE
STOCKWATER
DOMESTIC 1 HOME

PERIOD OF USE
01-01 12-31
01-01 12-31

QUANTITY
0.05 CFS
0.05 CFS

PLACE OF USE:

STOCKWATER
T13N R19E S01

Within CUSTER County
NESE

DOMESTIC
T13N R19E S01

Within CUSTER County
NESE

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

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

EXPLANATORY MATERIAL:

BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. RP13N19E017201A
STOCKWATER, 100 MIXED

DATE: 01/17/97
PAGE: 19

**IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT**

DIVERSION VOLUME

TOTAL DIVERSION: 0.05 CFS

Stage: BENEFICIAL USE

CUSTER County

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: NESE NWSE SESE SESE
:
: Lt AC Lt AC Lt AC Lt AC
:
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: S
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:

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: NESE NWSE SESE SESE
: Lt AC Lt AC Lt AC Lt AC
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: D
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Conditions of Approval:

N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Audit: 07/28/93 SMITH 03/30/95 POST-STD 01/14/97 D&S-DSHA

Objection Filed Date:

2/24/97

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.

RECEIVED

JAN 25 1990

CIVIL CASE NUMBER: 39576

Ident. Number: A72-10420
Date Received: 1/10/1990
Receipt No: S010922
Received By: _____

Department of Water Resources
Southern Region Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: GEAN A. WESTERGARD 208-879-2722
Address: HC 63 BOX 1790
CHALLIS, ID 83226
OR
Name: DIANA M. WESTERGARD 208-879-2722
Address: HC 63 BOX 1790
CHALLIS, ID 83226

2. Date of Priority: APR 12, 1974

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
13N	19E	1	NE	SE			CUSTER

5. Description of diverting works:
6"X 163' WELL, 1½ HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.050		
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSE S/100 MIXED

A72-10420

Page 1

Date: 01/22/90

MICROFILMED
MAR 19 1993

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
13N	19E	1	NE	SE		DOMEST	
			NE	SE		STOCK	

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:
CHALLIS IRRIGATION CO.

14. Remarks:

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): Sean A. Westergaard Date: 1-24-90

Date: _____

State of Idaho)
County of Custer) SS.

Subscribed and sworn (or affirmed) before me this 24th day
of January 19 90
Charles R. Severe
Notary Public

Seal

Residing at Challis, Idaho
My Commission Expires 3-16-1991

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: A72-10420
Date Received: 1/10/1990
Receipt No: S010922
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: GEAN A. WESTERGARD
Address: HC 63 BOX 1790
CHALLIS, ID 83226 208-879-2722

OR

Name: DIANA M. WESTERGARD
Address: HC 63 BOX 1790
CHALLIS, ID 83226 208-879-2722

2. Date of Priority: APR 12, 1974

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
13N	19E	1	NE	SE			CUSTER

5. Description of diverting works:
6"X 163' WELL, 1½ HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.050		
STOCKWATER	01/01	12/31	0.050		

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

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSE S/100 MIXED

A72-10420

Page 1

Date: 01/22/90

MICROFILMED
MAR 19 1993

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
13N	19E	1	NE NE	SE SE	DOMEST STOCK	

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:
CHALLIS IRRIGATION CO.

14. Remarks:

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)
County of _____) SS.

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

Southern Region, 2148 4th Ave. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

22-Jan-1990 13:14

Gean Westergard
HC 63 Box 1790
Challis, ID 83226

RE: Amended Claims A72-10419, A72-10420 & A72-10421

Dear Mr. Westergard:

Please find enclosed the draft amendments of your claims based on our phone conversation this day and the maps attached to your original claims. If they correctly describe your water use please sign them before a notary and return them to our office.

If you have any questions please feel free to contact our office.

Sincerely,

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

Allen Merritt, P.E.
Water Rights Supervisor

Encl:

MICROFILMED
MAR 19 1993

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A72-10420
Date Received: 1/10/1990
Receipt No: S010922
Received By: _____

DATA ENTERED BY SCC
DATE 1-11-90

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GEAN A. WESTERGARD 208-879-2722
Address: HC 63 BOX 1790
CHALLIS, ID 83226

OR
Name: DIANA M. WESTERGARD 208-879-2722
Address: HC 63 BOX 1790
CHALLIS, ID 83226

2. Date of Priority: APR 12, 1974

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
13N	19E	1	NW	NW	NW		CUSTER

5. Description of diverting works:
6"X 163' WELL, 1½ HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.050		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSE S/100 MIXED

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
13N	19E	1	NW	NW		DOMEST	

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:
CHALLIS IRRIGATION CO.

14. Remarks:

DWR NOTE

MAP ATTACHMENTS DO NOT MATCH WITH LEGAL DESCRIPTIONS ON CLAIM.

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)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Identification No. A72-10420

Date Received _____

Receipt Number 5010922 *see*NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day.

RECEIVED

JAN 10 1990

Department of Water Resources
Southern Region Office

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) GEAN ^{or Diana} A. WESTERGARD Phone (208) 879-2722Mailing Address H/C 63 Box 1790 Challis, Idaho Zip 832262. Date of Priority (Only one per claim) 4-12-74 Month/Day/Year3. Source of water supply (Check one) ☒ Groundwater or Other () (a) _____
which is tributary to (b) _____
Name or kind of source4. Location of point of diversion is: Township 13N Range R19ESection 1, NW 1/4 of NW 1/4 of NW 1/4, Govt. Lot _____, BM.,County of CusterAdditional points of diversion if any: none5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. Well & Pump (1 1/2) HP 8" - 163 ft

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For 0.05 purposes from Jan 1 Month/Day to Dec 31 Month/Day amount 0.05 (cfs)
Domestic (Both dates are inclusive)

For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed 0.05 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) 100 head Finstock DomesticMICROFILMED
MAR 19 1993

10. Place of use is: Township: 13N Range 19E
Section 1, NW 1/4 of NW 1/4, Govt. Lot _____, B.M.,
for (Circle One) Domestic Stock Domestic and Stock
Additional places of use, if any _____

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

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

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

14. Remarks: Challis Irrigation Co. Files for water
for Field to irrigate

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)

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

Number of Attachments 1

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

Signature of Claimant (s) Sean H. Desjard Date 1-8-98

Date _____

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

of _____, that I have signed the foregoing
Organization
document in the space below as _____ of _____
Title Organization
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____)

County of CUSTER)

SS.

NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn (or affirmed) before me this 8TH day of JAN. 1998

SEAL

Notary Public Phyllis L. Severe

Residing at Challis, Idaho

My Commission Expires 3-16-1991

Last Name SEVERE

Ident No. 518-48-9004

Copies: White-State, Yellow-Claimant

MICROFILMED

MAR 19 1993

AMBER LAIN

0001

0001

Gary Chamberlain

SW 4 NE 4

0001

0001
T13N R19E
Sec 1

NW 4 SE 4

NE 4 SE 4 969.3'

~~WILLIAMS~~

~~George Leisinger~~
% Ray Keppner
135251 40
141173
174707-708



~~Ray Keppner~~
% GEORGE A. WESTERGARD
~~Elmer Korte~~
137222
143649
60.87 A.

T. 74-72
141173

7801

7201

7801

SW 4 SE 4

SE 4 SE 4

7801

7801

7201

200'
T. 80-37
R. 90-10
151452

912'
1144.4'



NORTH

1" = 300'



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 2148 4th Ave. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

Jan. 19, 1990

Re: A72-10419

A72-10420

A72-10421

GEAN A WESTERGARD
HC 63 BOX 1790
CHALLIS ID 83226

Dear Claimant(s):

Please find enclosed your receipt and a copy of a computer generated claim based on the information from your original claim(s) which has been entered in our computer records.

Please review the computer generated claim for accuracy. In a few instances clarifications may have been added by the Department at the time of data entry. If you have any questions or objections regarding the computer record of your claim(s), please contact this office.

Yours truly,

A handwritten signature in cursive script, appearing to read 'Judy Givens'.

Judy Givens
Adjudication Secretary

/jg

Enclosures:

MICROFILMED

MAR 19 1993

