

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 37-59H
Date Received: 7/8/1988
Receipt No: S000802
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

T5 RANCH LLC Phone: (208)788-1236

PO BOX 751
BELLEVUE ID USA 83313

2. Date of Priority: 05/27/1899

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05S	19E	7	SE NW SE	LINCOLN	

5. Description of diverting works:

BROWN #62

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	2.88	
STOCKWATER	1/01	12/31	0.05	

7. Total Quantity Appropriated is:
2.88 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
05S	18E	13	SW NE	IRRIGATION	16
			SE NE	IRRIGATION	16

						Section Acres	32
05S	19E	7	SW	SW	4	IRRIGATION	5.5
			SE	SW		IRRIGATION	14
			SW	SE		IRRIGATION	0.1
						Section Acres	19.6
05S	19E	18	NW	NE		IRRIGATION	1.3
			SW	NE		IRRIGATION	0.1
			NE	NW		IRRIGATION	7.8
			NW	NW	1	IRRIGATION	6.2
			SW	NW	2	IRRIGATION	45
			SE	NW		IRRIGATION	15
			NW	SW	3	IRRIGATION	1.1
						Section Acres	76.5
						Total Acres	128.1

11. Place of use in counties: LINCOLN

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

13. Other Water Rights Used:

14. Remarks:

USED TO IRRIGATE 116 ACRES. PART OF 37-0059 DECREE.

***** 1-13-99: OWNERSHIP CHANGE PER NOTICE RECD 1-12-99. AMENDED CLAIM PER CLAIMANTS TO CORRECT RANGE TO 18E FROM 19E FOR SECTION 13.

ALSO CORRECTED LEGAL OF P/D TO RANGE 19E TO MATCH CLAIM A37-00107 FROM SAME BROWN #62 HEADGATE. SOURCE WAS CHANGED TO BIG WOOD RIVER PER DECREE.-VH

AMENDED CLAIM TO ADD ACRES IN POU 4-24-03 SCC.

15. Basis of Claim: Decreed

RECEIVED

AUG 28 2003

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 37-59H
Date Received: 7/8/1988
Receipt No: S000802
Received By: *SCC*

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

1. Name of Claimant(s)

WENDE THORNTON

Phone: (208)487-3333

944 E HWY 26
RICHFIELD ID USA 83349

LARRY THORNTON

Phone: (208)487-3333

944 E HWY 26
RICHFIELD ID USA 83349

2. Date of Priority: 05/27/1899

3. Source: BIG WOOD RIVER

Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
05S	19E	7	SE NW SE	LINCOLN	

5. Description of diverting works:

BROWN #62

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	2.88	
STOCKWATER	1/01	12/31	0.05	

7. Total Quantity Appropriated is:
2.88 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

SCANNED

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
05S	18E	13	SW	NE	IRRIGATION	16
			SE	NE	IRRIGATION	16
Section Acres						32
05S	19E	7	SW	SW	IRRIGATION	5.5
			SE	SW	IRRIGATION	14
			SW	SE	IRRIGATION	0.1
Section Acres						19.6
05S	19E	18	NW	NE	IRRIGATION	1.3
			SW	NE	IRRIGATION	0.1
			NE	NW	IRRIGATION	7.8
			NW	NW	IRRIGATION	6.2
			SW	NW	IRRIGATION	45
			SE	NW	IRRIGATION	15
			NW	SW	IRRIGATION	1.1
Section Acres						76.5
Total Acres						128.1

11. Place of use in counties: LINCOLN

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

13. Other Water Rights Used:

14. Remarks:

USED TO IRRIGATE 116 ACRES. PART OF 37-0059 DECREE.
 ***** 1-13-99: OWNERSHIP CHANGE PER NOTICE RECD 1-12-99. AMENDED CLAIM PER CLAIMANTS TO CORRECT RANGE TO 18E FROM 19E FOR SECTION 13.
 ALSO CORRECTED LEGAL OF P/D TO RANGE 19E TO MATCH CLAIM A37-00107 FROM SAME BROWN #62 HEADGATE. SOURCE WAS CHANGED TO BIG WOOD RIVER PER DECREE.-VH
 AMENDED CLAIM TO ADD ACRES IN POU 4-24-03 SCC.

15. Basis of Claim: Decreed

SCANNED

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): Earny Denton Date: 8-27-03

8-27-03

Date:

State of Idaho

County of Gordons) SS.

Subscribed and sworn (or affirmed) before me this

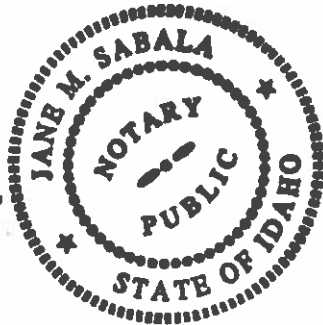
of August 2003

Jane M. Sabala

Notary Public

Residing at Wendell

My commission Expires 3-7-09



SCANNED



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

APRIL 25, 2003

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

LARRY & WENDE THORNTON
944 E HWY 26
RICHFIELD ID 83349

RE: AMENDED CLAIMS 37-59H & 37-107

Dear Mr. & Mrs. Thornton,

After reviewing your claims as we discussed during the exam on 4/23/03 I found the acres were increased slightly with the addition of the fields you added to the map. You are welcome to amend your claim to claim these additional acres and I have enclosed such forms for your use. Please review the claims and sign them with a Notary and return them. No fees are due since the Big Wood Canal Co. claimed the extra acres also. I have included a map showing the fields as they were added in the GIS project.

Again, review the claim, sign with Notary Public and return the claim to IDWR at the address above to my attention.

If you have further questions on this water right, please feel free to call me at our office.

Sincerely,

STEVE CLELLAND
Sr. Water Resource Agent

ENC:

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: A37-00059H
Date Received: 7/ 8/1988
Receipt No: S000802
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: LARRY THORNTON 208-788-3348
Address: 40 FREEDOM LOOP
BELLEVUE ID 83313

AND/OR

Name: WENDE THORNTON 208-788-3348
Address: 40 FREEDOM LOOP
BELLEVUE ID 83313

2. Date of Priority: MAY 27, 1899 ✓

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05S	19E	7	SE	NW	SE		LINCOLN

5. Description of diverting works:
BROWN #62 ✓

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.880	✓	
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is 360.0 Acre Feet Per Annum.

9. Non-irrigation uses:
S/200 DAIRY HEIFERS

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	18E	13	SW	NE		IRR	24.0
			SE	NE		IRR	25.0
			Section Acres				
	19E	18	NE	NW		IRR	2.0
SW			NW		IRR	40.0	
SE			NW		IRR	25.0	
					Section Acres	67.0	
Total Acres						116.0	

11. Place of use in counties: LINCOLN

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

13. Other Water Rights Used:
A37-00107

14. Remarks:

USED TO IRRIGATE 116 ACRES. PART OF 37-0059 DECREE.

1-13-99: OWNERSHIP CHANGE PER NOTICE REC'D 1-12-99. AMENDED CLAIM PER CLAIMANTS TO CORRECT RANGE TO 18E FROM 19E FOR SECTION 13. ALSO CORRECTED LEGAL OF P/D TO RANGE 19E TO MATCH CLAIM A37-00107 FROM SAME BROWN #62 HEADGATE. SOURCE WAS CHANGED TO BIG WOOD RIVER PER DECREE.

15. Basis of Claim: DECREED

Case Number:

Court : 4TH

Decree date: 12/13/1909

S. C. FROST

Decree Plaintiff

ALTURAS WATER CO.

vs

Decree Defendant

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): Carmy Thornton Date: 2-11-99
Wendie Thornton Date: 2-11-99

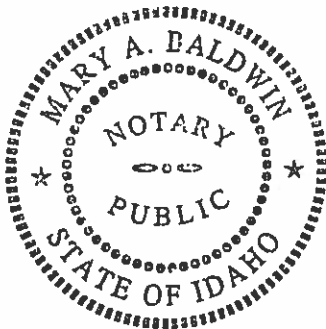
State of Idaho)
County of Lewis Falls) SS.

Subscribed and sworn (or affirmed) before me this 11th day

of February 19 99

Mary A. Baldwin
Notary Public

Seal



Residing at Lewis Falls Id

My Commission Expires 10/16/2004

10482-0/3 - Done
RECEIVED

JAN 07 1999

Department of Water Resources
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).: _____
Adjudication Claim No(s).: A37-00059H, -00107, -10482 ✓
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 Ray Kissler and Jack Koonce
843E 270S, Dietrich, ID. 83324
4. New Owner/Claimant(s) Larry and Wende Thornton
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
New Mailing Address 40 Freedom Loop
City, State and ZIP Code Bellevue, ID. 83313
New Telephone Number (208) 788-3348
5. Date you acquired the property Feb 14, 1997
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 116 Number and type of stock 200+/-
Diversion rate in CFS 2.88 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) Larry Thornton
Wende Thornton
(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..

12 | 7
13 | 18

T 145
901 Capella Corp. / Thornton

NE 1/4, NW 1/4
SEC. 18, T₅S, R. 19 EBM

11
19.0

12
47.4

LOT 2

SEC. 18, T₅S, R. 19 EBM

NHEL

2
15.0

NHEL

SE 1/4, NW 1/4

SEC. 18, T₅S, R. 19 EBM

SE 1/4

SEC. 13, T₅S, R. 18 EBM

10
10.7

NHEL

2.9

DG

16000

Property of
Stephen
Payline Damale

Formerly
Jim
Evey

16

Railroad Headgate
Brown 62

Division
of DG

Ditch a Point

BLM 532.5 AC

12

7

13

18

U.S.A.

DG

Note: this land is rather
marginal & h. - should be
↓

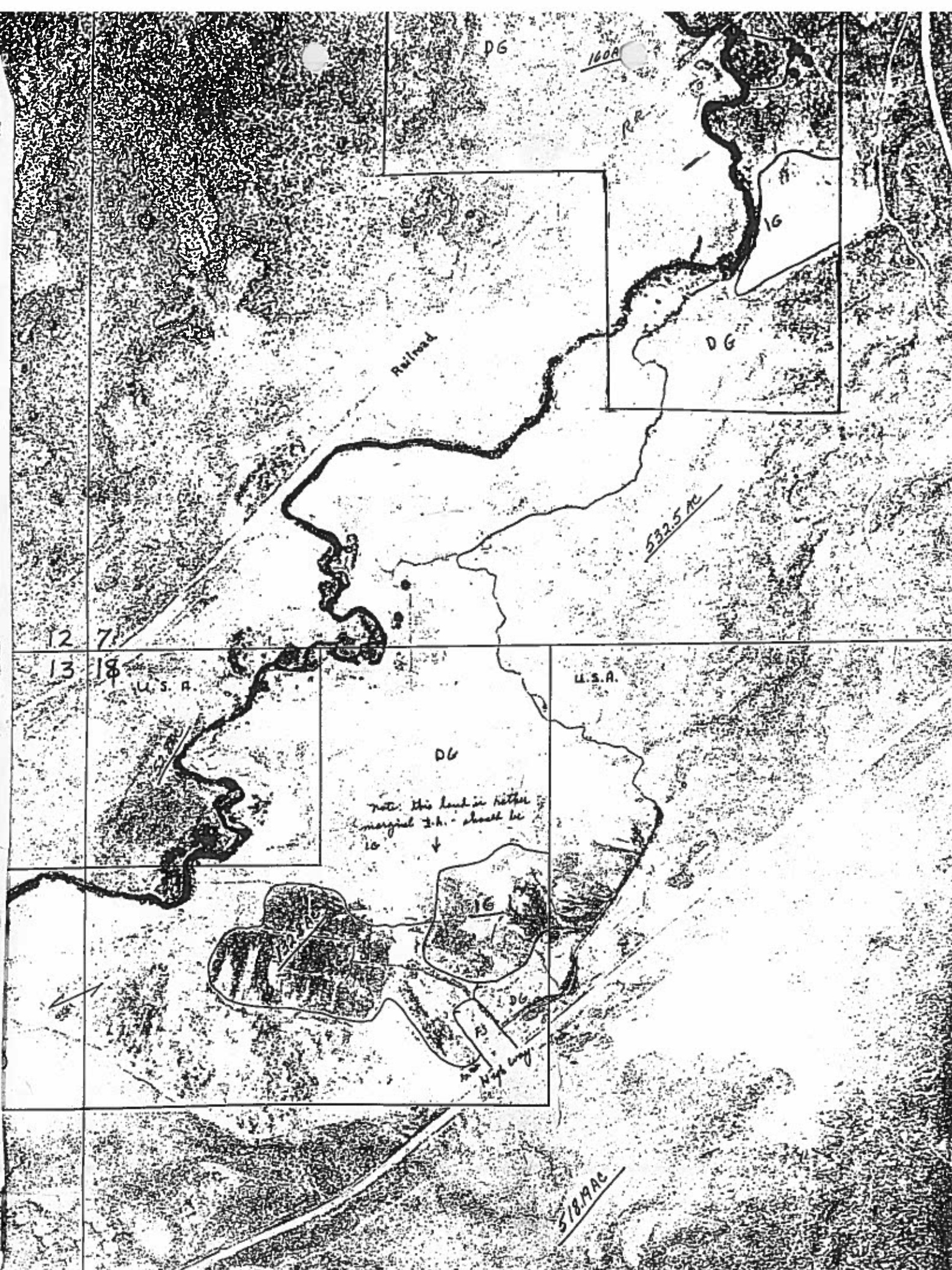
16

DG

FS

Highway

518.9 AC



WARRANTY DEED

#L-24508

RECEIVED

JAN 07 1999

Department of Water Resources
Southern Region

For Value Received

RAY C. KISSLER, an unmarried man,

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

CAPELLA CORP., an Idaho corporation, accommodator for LARRY THORNTON
AND WENDE THORNTON,
Address: P.O. BOX 486, TWIN FALLS, ID 83303

Hereinafter called the Grantee, the following described premises situated in LINCOLN County, Idaho, to-wit:

CEL-1 SECTION 13: S1/2NE1/4 IN
TOWNSHIP 5 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, LINCOLN
COUNTY, IDAHO AND
CEL-2 TOWNSHIP 5 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY,
SECTION 18: LOT 2; NE1/4NW1/4; SE1/4NW1/4

TOGETHER WITH 50 SHARES OF BIG WOOD WATER SHARES, 100" 1888 water decreed and 105.10"
1889 Cottonwood Water

SUBJECT TO:

The unpaid balance of that certain mortgage dated November 26, 1985, and recorded December 5, 1985,
as Instrument Number 148816, Lincoln County records.

All reservations in patents or deeds in the chain of title.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and
assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner
in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant
and defend the same from all lawful claims whatsoever.

Dated: February 14, 1997

Ray C. Kissler
RAY C. KISSLER

161877

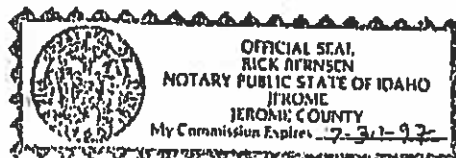
STATE OF IDAHO COUNTY OF LINCOLN Recorded at the request of <u>Land Title & Escrow</u>
FEB 14 1997
at <u>30</u> minutes past <u>10</u> A.M. recorded by <u>Mike Jackson</u> Dep. Fee: <u>Free</u> Return to: <u>above</u>

By hand.

STATE OF IDAHO)
COUNTY OF JEROME) ss.)

On this 13th day of February, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared RAY
C. KISSLER, known or identified to me to be the personS whose nameS ARE subscribed to the within instrument, and
acknowledged to me that THEY executed the same.

Rick Jensen
Notary Public
Residing at:
My Commission expires:



COMMUNICATION DOCUMENTATION

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

IDWR Employee/Agent Georgia Satterlee

DATE

January 6, 1999 12:17pm

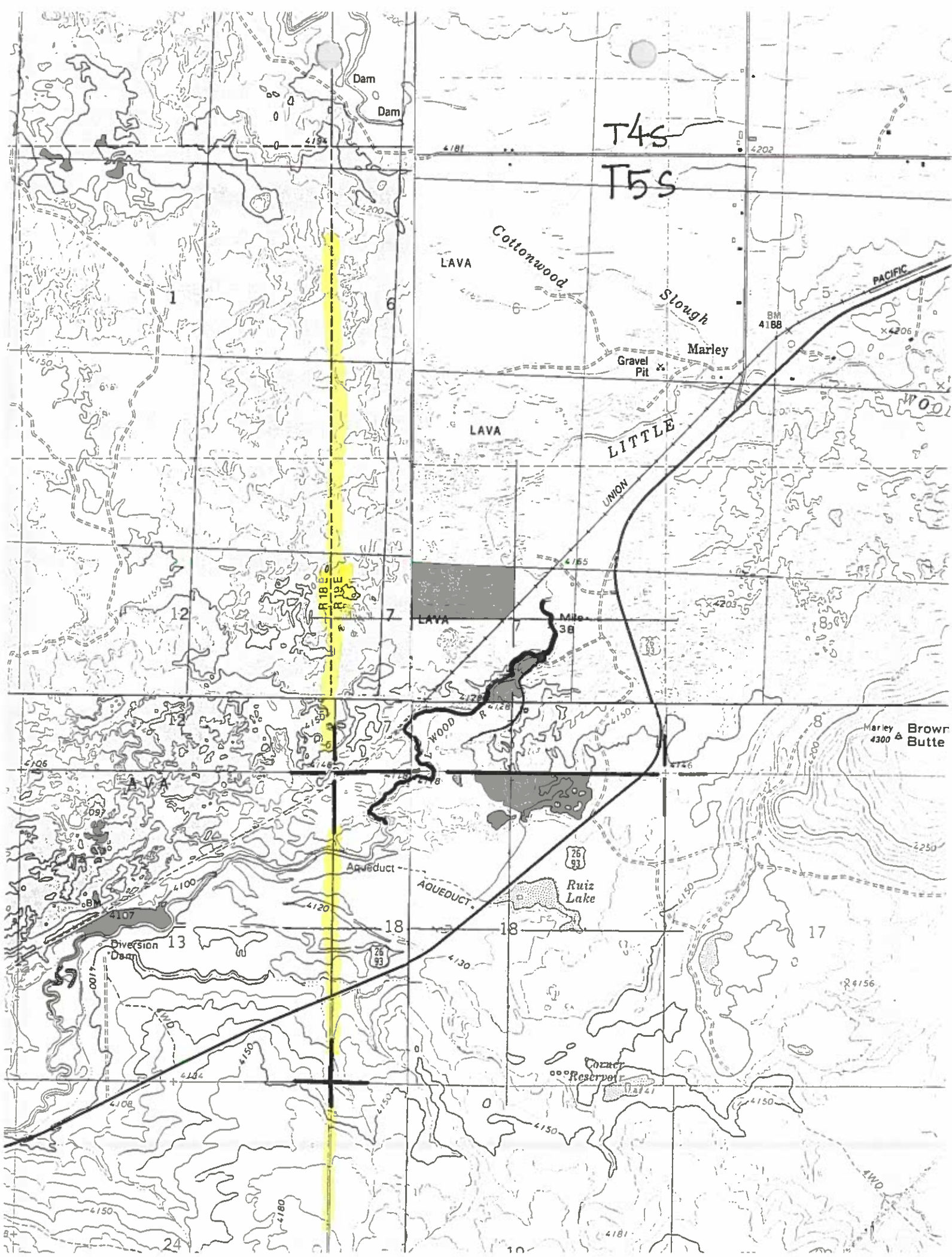
CUSTOMER

Thorton, Larry and Wende

SUBJECT: A37-10482,-00107,-00059H

phone call (.) walk-in (x)

1. Started a Change/Ownership for the above claims, they need to get the recorded instrument showing conveyance from Kissler/Koonce to Thornton. Hopefully the'll send all info in ASAP.
2. They wanted to file a application for permit related to a DLE and/or Carey Act with BLM; I processed an application for permit to generate a number 37-08887, they will submit this number to BLM.
3. I wrote a letter to Thorton's describing what they can submit to prove historical use (development before 1971 or 1987, late adjudication claim can be filed).
4. **PLEASE NOTE:** On the AJ claims (A37-00107,-00059H) there is an incorrect range for Section 13...needs to be R18E not R19E.





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

SOUTHERN REGION

January 13, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

Larry and Wende Thornton
40 Freedom Loop
Bellevue, Idaho 83313

RE: Snake River Basin Adjudication (SRBA)
Claim Number(s): A37-10482, A37-00107, A37-00059H
Change of Ownership Notification

Dear Mr. and Mrs. Thornton:

Enclosed please find copies of the updated and amended versions of the above mentioned claims. Claim number A37-10482 is for your domestic well, and does not need to be signed and returned, as none of the elements of the right were amended. You should, in fact, be receiving the partial decree for this water right, soon.

As we discussed, I have amended the place of use, on both claims, by correcting the range from 19E to 18E for section 13. I also noticed that the point of diversion legal listed on claim A37-00059H indicated Section 7, Range 18E, and took the liberty of correcting that to Range 19E, which matches A37-00107.

Please review these amended claim forms, sign and return them to me. When you have collected the other documentation we discussed at our meeting yesterday, we can proceed with amending the place of use again, in regard to additional acreage, and distribution of acreage. Don't hesitate to call if you have any questions.

Sincerely,

Vikie Hancock
Water Resource Agent

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED
JAN 12 1999
Department of Water Resources
Southern Region

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

1. Water Right No(s).: _____
Adjudication Claim No(s).: A37-10482, -00107, -00059H

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 Ray Kissler and/or Jack Koonce
843E 270S, Dietrich, ID. 83324

4. New Owner/Claimant(s) Larry and/or Wende Thornton
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
New Mailing Address 40 Freedom Loop
City, State and ZIP Code Bellevue, ID. 83313
New Telephone Number (208) 788-3348

5. Date you acquired the property Feb 13, 1997

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 116+/- Number and type of stock 200+/-
 Diversion rate in CFS 2.0+/- 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) Larry Thornton
Wende Thornton
(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..

WARRANTY DEED

#L-24503

For Value Received

RAY C. KISSLER, an unmarried man,

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

CAPELLA CORP., an Idaho corporation, accommodator for LARRY THORNTON
AND WENDE THORNTON,
Address: P.O. BOX 486, TWIN FALLS, ID 83303

Hereinafter called the Grantee, the following described premises situated in LINCOLN County, Idaho, to-wit:

RCEL-1 SECTION 13; S1/2NE1/4 IN

TOWNSHIP 5 SOUTH, RANGE 18 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, IDAHO AND

RCEL-2 TOWNSHIP 5 SOUTH, RANGE 19 EAST OF THE BOISE MERIDIAN, LINCOLN COUNTY, SECTION 18; LOT 2; NE1/4NW1/4; SE1/4NW1/4

TOGETHER WITH 50 SHARES OF BIG WOOD WATER SHARES, 100" 1888 water decreed and 105.10" 1889 Cottonwood Water

SUBJECT TO:

The unpaid balance of that certain mortgage dated November 26, 1985, and recorded December 5, 1985, as Instrument Number 148816, Lincoln County records.

All reservations in patents or deeds in the chain of title.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: February 14, 1997

Ray C. Kissler
RAY C. KISSLER

161877

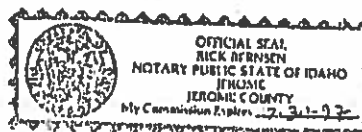
STATE OF IDAHO COUNTY OF LINCOLN Recorded at the request of <i>Handwritten signature</i>
FEB 14 1997
at 30 minutes past 10:14 M recorded by <i>Handwritten signature</i> Fee: <i>3.00</i> Return to: <i>Handwritten signature</i>

STATE OF IDAHO)

COUNTY OF JEROME) ss.)

On this 13th day of February, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared RAY C. KISSLER, known or identified to me to be the personS whose nameS ARE subscribed to the within instrument, and acknowledged to me that THEY executed the same.

Handwritten signature
Notary Public
Residing at:
My Commission expires:



January 13, 1999

Larry and Wendy Thornton

[illegible]

The Thornton's wish to prove that, on and prior to 1987, more acres than were claimed by Kessler were actually being irrigated. They believe that 1) the acres that were claimed in 1988 were dispersed throughout the deeded property incorrectly, and 2) that Kessler declined to include acres of BLM land that were being irrigated in 1988. We discussed documents that would prove their assertion, and they said they would round those up and get back to us.

I told the Thorntons that I would update the ownership of both claims, correct the legal descriptions, and correct the source claimed for -00059H, and send them the amended claims for signature. Then, at the time they documented additional acres irrigated at the time of commencement, I could further amend the claims regarding the place of use.

Claimants have an application for permit to irrigated additional acres, located on BLM land, on file with allocations. This was a requirement from BLM in regard to a Carey Act application for homestead the Thorntons' have filed.

6/9/94

COMMUNICATION DOCUMENTATION

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

IDWR Employee/Agent Georgia Satterlee

DATE

January 7, 1999 3:48pm

CUSTOMER

Thornton, Larry and Wende

SUBJECT: A37-00059H,-00107 Application for Permit 37-08887
phone call (.) walk-in (x)

They came in @ 1500 hrs. after being told by BLM that IDWR needs to process it all the way through, i.e. advertisement, approval, etc.

1. First, we discussed the letter I sent yesterday that they have not received yet.
2. They said they sent the deeds showing conveyance, etc.
3. We discussed amending the claims appurtenant to the property, i.e. all the evidence supplied will help support the amending of the existing claims.
4. We discussed historical use and supplying information that shows convincing evidence of consistent irrigation use.
See #3
5. They will be back 1400 hrs. on January 12, 1999, VHancock has agreed to tag team with me.

Copied & incl by U.H 1/11/99

Frost et al -v- Alturas Water Co 12/13/1909

37 0053	Berry, George	30 inches.	230	May 31, 1897.-	Little Wood River. + Dc
37 0054	"	90	"	236 May 31, 1898.-	" " "
37 0055	Best, A. O.	10	"	114 June 1, 1886.-	Soldier Creek. ✓
37 0056	"	90	"	150 June 1, 1888.-	" " "
37 0057	Best, Henry C.	130	"	14 Aug. 3, 1883.-	" " "
37 0058	Betts, Frank E.	140	"	308 Aug. 14, 1906.-	Big Wood River.
37 0059	Big Cottonwood Canal Company	9600	"	247 May 27, 1899.-	" " " TRANS 2008
37 0060	Black, Charles M.	140	"	✓ July 1, 1880.-	" " "
37 0061	"	420	"	✓ July 1, 1880.-	" " "
37 0062	"	140	"	✓ July 1, 1881.-	" " "
37 0063	Black, William M.	100	"	✓ July 31, 1881.-	" " "
37 0064	"	280	"	✓ May 1, 1883.-	" " "
37 0065	"	385	"	34 June 15, 1883.-	" " " Trans 104
37 0066	"	210	"	31 Dec. 19, 1882.-	" " "
37 0067	"	300	"	58 June 26, 1883.-	" " " Trans 104
37 0068	"	80	"	58 June 26, 1883.-	" " "
37 0069	"	230	"	125 Oct. 26, 1886.-	" " " Trans 104
37 0070	"	100	"	134 May 15, 1887.-	Crystal Creek.
37 0071	Blair, Samuel M.	100	"	141 May 1, 1892.-	Big Wood River. T 2935
37 0072	Bliss, D. B.	132	"	96 Apr. 1, 1885.-	" " "
37 0073	Bbard, Charles	200	"	253 May 31, 1900.-	East Fork of Big Wood River.
37 0074	"	25 cubic ft.	"	July 13, 1901.-	East Fork of Big Wood River.

of said waters, who divert the same at lower points along said stream, of the use of the water of said stream, by reason of the fact, as above found, of the tendency of such water to return to said stream through springs, seepage and percolation.

12. That the Alturas Water Company purchased, and has since the month of October, 1883, continuously used the right to the use of 100 inches of water, to flow through the so-called Riley ditch, having its source in Big Wood River, during all seasons of the year when it is safe or practicable to run water through the same, for the purpose of supplying the inhabitants of the village of Hailey with water for domestic and other purposes; and that during the Winter season it has for more than twenty-five years last past used a sufficient amount of water from Indian Creek to fill its pipes to the capacity of said pipes, when the same was not needed or required by the parties to whom it was decreed in the said action of Caldwell, et al., vs. Tucker, et al., for the purpose of supplying the inhabitants of the village of Hailey with water for domestic and other purposes; and that said pipes were increased from 7 inches to ten inches in diameter in the year 1907.

13. That the Big Cottonwood Canal Company, a corporation, appropriated and diverted of the waters of Big Wood River 9600 inches of water, on the 27th day of May, 1899, for the irrigation of lands owned by the various stockholders in said corporation, and described as follows, to-wit:

Lands under Big Cottonwood Canal.

Andersen Bros. -- Harry W. and George H.

N 1/2 of NE 1/4, E 1/2 of NW 1/4, Sec. 27, T. 5 S., R. 18 E.,
B. M. N 1/2 of NE 1/4 and SW 1/4 of NE 1/4 of Sec. 33, T. 5 S.,
R. 18 E., B. M. 20 acres in SE corner of SE 1/4 of Sec. 28, T. 5

S., R. 18 E., B. M. NE 1/4 of SE 1/4 of Sec. 32, N 1/2 of SW 1/4 and SE 1/4 of NW 1/4 of Sec. 33; W 1/2 of NW 1/4 of Sec. 34, and SE 1/4 of NE 1/4 of Sec. 33, T. 5 S., R. 18 E., B. M.

L. C. Stiffler.

Lots 1, 2 and 3 of Sec. 30, T. 5 S., R. 17 E., B. M. Also, 13 acres in NE 1/4 of NE 1/4 of Sec. 31, T. 5 S., R. 17 E., B. M.

George M. Brown.

S 1/2 of NE 1/4 of Sec. 13, T. 5 S., R. 18 E., B. M.

R. L. Brown Estate -- Sid Kelly Ranch.

Lot 2 and E 1/2 of ^{NW}NE 1/4 of Sec. 18, T. 5 S., R. 19 E., B. M.

J. W. Dwyer.

Lots 1 and 2 and S 1/2 of NE 1/4 of Sec. 1, T. 6 S., R. 14 E., B. M. Also, Lot 4 of Sec. 31, T. 5 S., R. 15 E., B. M.

Frank R. Gooding.

SW 1/4 and W 1/2 of NW 1/4 of Sec. 8, T. 6 S., R. 15 E., B. M.
SE 1/4 and E 1/2 of NE 1/4 of Sec. 6, T. 6 S., R. 15 E., B. M.
E 1/2 of NE 1/4, SW 1/4 of NE 1/4, N 1/2 of SE 1/4, and SE 1/4 of SE 1/4 of Sec. 7, T. 6 S., R. 15 E., B. M. E 1/2 of SE 1/4 of Sec. 31, and W 1/2 of SW 1/4 of Sec. 22, T. 5 S., R. 15 E., B. M. NW 1/4 of Sec. 17, T. 6 S., R. 15 E., B. M. E 1/2 of NE 1/4 and NE 1/4 of SE 1/4 of Sec. 18, T. 6 S., R. 15 E., B. M. NW 1/4 of SW 1/4 of Sec. 17, T. 6 S., R. 15 E., B. M.

Thomas H. Gooding.

E 1/2 of NW 1/4 and NE 1/4 of SW 1/4 of Sec. 5, T. 6 S., R. 15 E., B. M. SW 1/4 of SE 1/4 and SE 1/4 of SW 1/4 of Sec. 32, T. 5 S., R. 15 E., B. M. W 1/2 of SW 1/4 of Sec. 1, and SE 1/4, and N 1/2 of SW 1/4, of Sec. 2, T. 6 S., R. 15 E., B. M.

Fred. W. Gooding.

W 1/2 of SE 1/4 and E 1/2 of SW 1/4 of Sec. 21, T. 5 S., R. 15 E., B. M. All of Sec. 1, T. 6 S., R. 17 E., B. M. S 1/2 of SE 1/4 of Sec. 2, T. 6 S., R. 17 E., B. M. SW 1/4 of NE 1/4 and Lot 2, of

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: A37-00059H
Date Received: 7/08/1988
Receipt No: S000802
Received By: lw

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RAY KISSLER 208-544-2264
Address: 843E 270S
DIETRICH, ID 83324

AND/OR

Name: JACK KOONCE
Address: SHOSHONE, ID 83353

2. Date of Priority: MAY 27, 1899

3. Source: LITTLE WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05S	18E	7	SE	NW	SE		LINCOLN

5. Description of diverting works:
BROWN #62

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.880		
STOCKWATER	01/01	12/31	0.050		

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

8. Total consumptive use is 360.0 Acre Feet Per Annum.

9. Non-irrigation uses:
S/200 DAIRY HEIFERS

A37-00059H

Page 1

Date: 07/08/88

MICROFILMED
FEB 22 1993

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	19E	13	SW	NE		IRR	24.0
			SE	NE		IRR	25.0
					Section Acres		49.0
		18	NE	NW		IRR	2.0
			SW	NW		IRR	40.0
			SE	NW		IRR	25.0
					Section Acres		67.0
					Total Acres		116.0

11. Place of use in counties: LINCOLN

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

13. Other Water Rights Used:
A37-00107

14. Remarks:
USED TO IRRIGATE 116 ACRES. PART OF 37-0059 DECREE.

15. Basis of Claim: DECREED
Case Number:
Court : 4TH
Decree date: 12/13/1909

S. C. FROST

Decree Plaintiff

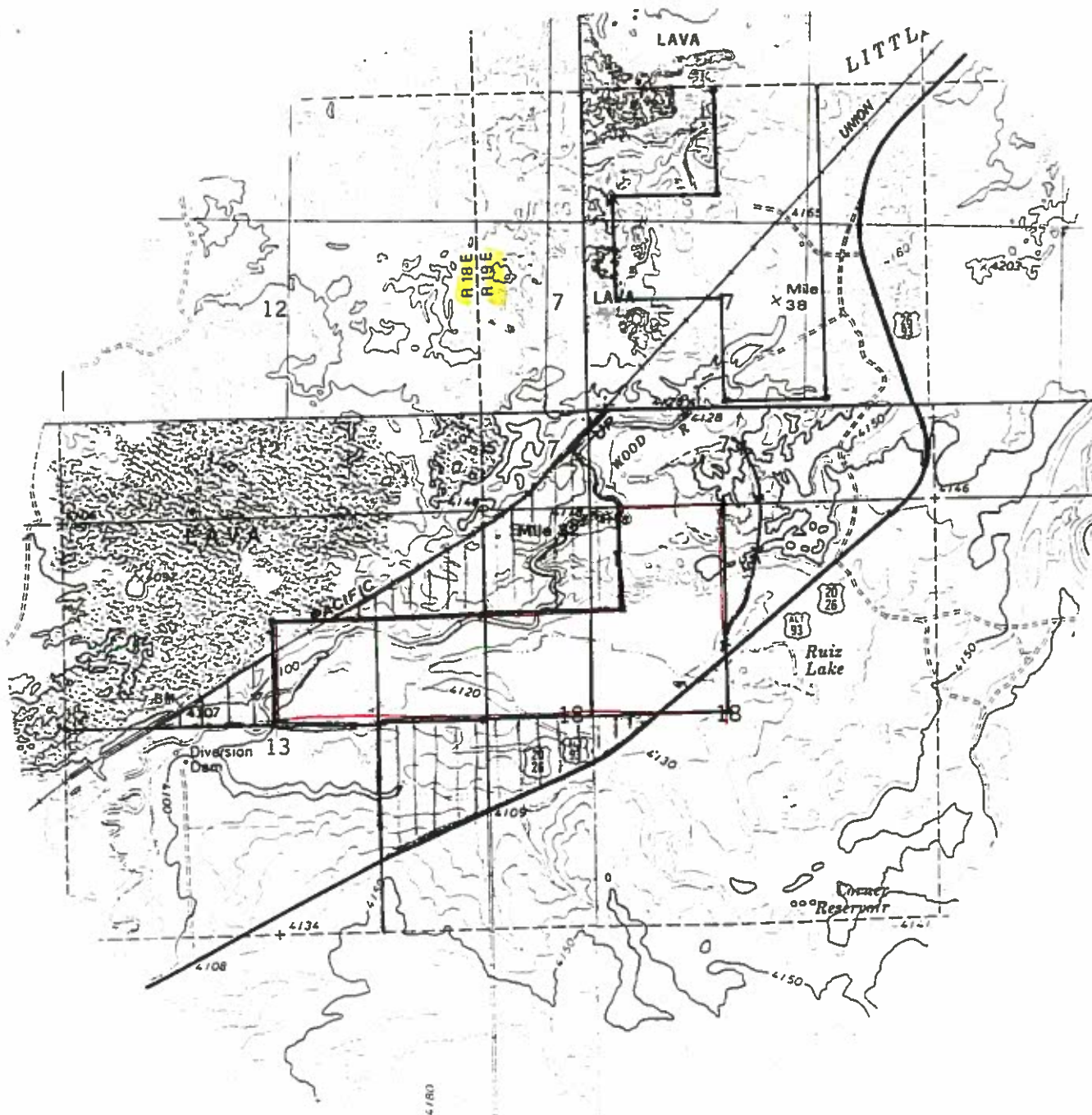
vs

ALTURAS WATER CO.

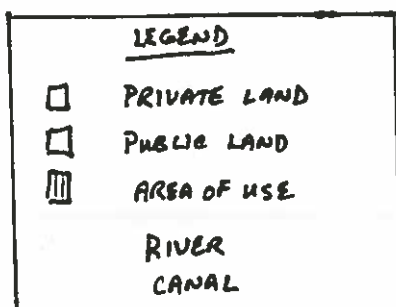
Decree Defendant

(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.

MICROFILMED
FEB 22 1993



ATTACHMENT 1
AREA MANAGERS PROPOSED DECISION



MICROFILMED
FEB 22 1993

Water Right Number - 37-00059H

Prefix Translation:

WATER RIGHT

Old (D) Number -

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

*** C - CURRENT OWNER ***
ANCHUSTEGUI

ALEX

1 - 758 E HWY 26

2 -

3 -

City- RICHFIELD

State- ID Zip- 83349

Phone - 208-487-2171

1 - 758 E HWY 26

2 -

3 -

City- RICHFIELD

State- ID Zip- 83349

Phone - 208-487-2171

ANCHUSTEGUI

ELSA

*** O - ORIGINAL OWNER ***
BIG COTTONWOOD CANAL CO.

1 -

2 -

3 -

City-

State- ID Zip-

Phone - 208-000-0000

+ - - Priority Date - - - +
05/27/1899+ - - - Region - - - +
17 SOUTHERN+ - - - Stage - - - +
D - DECREED

+ - - - Status - - - +

+ - - - - Source - - - - - +
BIG WOOD RIVER+ - - - - - Tributary - - - - - +
MALAD RIVER

Tw	Rng	Sec	Tract	Lot	RFlg	County	Point of Diversion	Diversion Name	Diversion Rate	Diversion No.
02S	18E	30	NE SE			(13) BLAINE				
04S	19E	25	NW SE		I	(63) LINCOLN				
05S	18E	13	NE SW		R	(63) LINCOLN				
		23	NE NE		R	(63) LINCOLN				

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
01 - IRRIGATION		04/01	10/31	4.660	692.00

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - +
4.660 692.00

Tw	Rng	Sec	Tract	Lot	Acres	Code	Description	County
05S	18E	14	SE SW		3.0	01	IRRIGATION	(63) LINCOLN
05S	18E	14	NE SE		4.0	01	IRRIGATION	(63) LINCOLN
05S	18E	14	NW SE		2.0	01	IRRIGATION	(63) LINCOLN
05S	18E	14	SW SE		26.0	01	IRRIGATION	(63) LINCOLN
05S	18E	14	SE SE		33.0	01	IRRIGATION	(63) LINCOLN
05S	18E	23	NE NE		22.0	01	IRRIGATION	(63) LINCOLN
05S	18E	23	NW NE		30.0	01	IRRIGATION	(63) LINCOLN
05S	18E	23	SW NE		4.0	01	IRRIGATION	(63) LINCOLN

NOV 21 1996

MICROFILMED

Water right number - 37-00059H Prefix Translation: WATER RIGHT

Tw	Rng	Sec	Tract	Lot	Acres	Code	Description	County
05S	18E	23	NE NW		23.0	01	IRRIGATION	(63) LINCOLN
05S	18E	23	SW NW		6.0	01	IRRIGATION	(63) LINCOLN
05S	18E	23	SE NW		20.0	01	IRRIGATION	(63) LINCOLN

Total Acres: 173.0

+ - - Diversion Means - VIA RICHFIELD CANAL

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - - Remarks - - - - - +

Use of water under this water right will be regulated by the watermaster of State Water District No. 37, Big Wood River, and No. 37M, Little Wood River.

Prior to diversion of water under this approval, the right holder shall provide a means of measurement acceptable to the Department from the point of injection into Little Wood River and all authorized points of rediversion from Little Wood River, which will allow the watermaster suitable control of this right.

The total instantaneous diversion of water from all points of rediversion under Right No. 37-0059H shall not exceed 4.66 cfs.

Two points of rediversion are located within NESW, S13, T05S, R18E.

+ - - - - - Old Water Right Numbers - - - - - +

No Old Water Right Numbers found.

+ - - - - - Conditions of Approval - - - - - +

R26 - This right when combined with all other rights shall provide no more than 4.0 afa per acre for the lands above.

T04 - Approval of this transfer in no way grants any right-of-way or easement for use of a delivery system owned by person(s) other than the right owner.

T07 - The change authorized by this transfer shall be accomplished within one (1) year of the date of this approval.

T08 - Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.

T09 - Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

+ - - - Decree Plaintiff - - - +
S. C. FROST, ET. AL.+ - - - Decree Defendant - - - +
ALTURAS WATER COMPANY, ET. AL.+ - Decree Date - +
12/13/1909NOV 21 1996
MICHO FILMED

Prefix Translation: WATER RIGHT

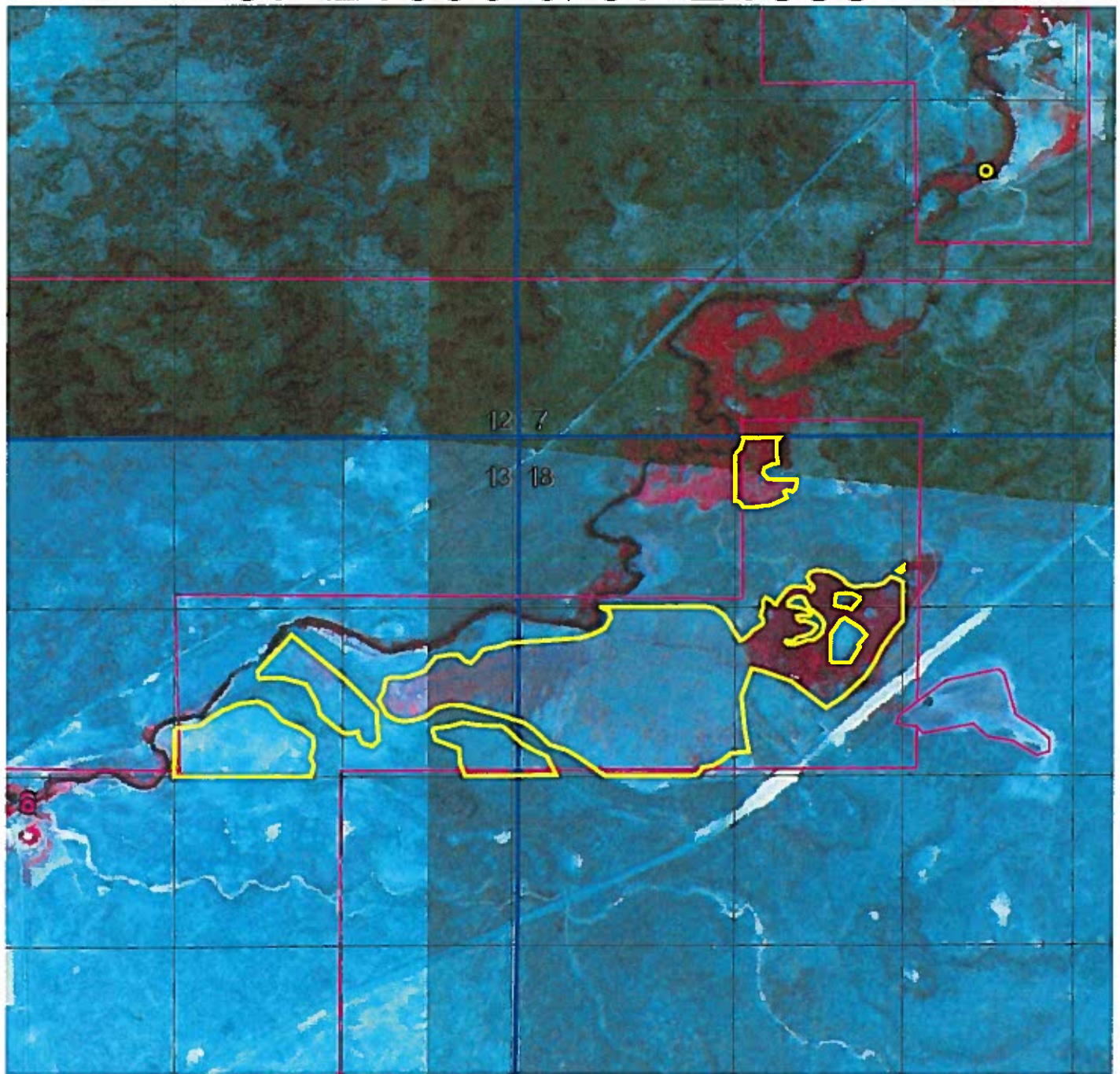
+ - - - - - Water Rights Dates and Flags Area - - - - - +

Proof Due Date	-	00/00/0000	Field Exam Made	-	00/00/0000	Field Exam Fee	-	
Approved/Denied	-	00/00/0000	Protested Date	-	00/00/0000	Swan Falls	-	
Proof Made Date	-	00/00/0000	Hearing Date	-	00/00/0000	Temporary Right	-	P
Exam to S.O. Date	-	00/00/0000	Verified Date	-	00/00/0000	DLE/Carey Act	-	
Order Show Cause	-	00/00/0000	Receipt Number	-	S015773	Water District	-	37
Licensed Date	-	00/00/0000	Appl Received	-	05/20/1993	Transfer/Amended	-	C
Decree Date	-	12/13/1909	Name Connector	-	AND/OR	POU Ownership Flag	-	Y
Presumption Flag	-							

MICHO-FILMED

IDAHO DEPT OF WATER RESOURCES

37-21836 & 37-21838



1320 0 1320 Feet

-  Basin 37 part 1-POU
-  Basin 37 part 1-POD
-  Ownership FED-Private
-  Streams
-  Section Lines
-  Quarter - Quarter lines

TWN: 5S
RNG: 18E & 19E
SEC: 7,13,18



GIS Place of Use Presentation
NAPP Aerial Photo 1987/1988
By Steve Clelland

Date: AUGUST 11, 2006

IDAHO DEPARTMENT OF WATER RESOURCES

Water Application Report 37-8887

WATER RIGHT NUMBER: 37-8887

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	
Current Owner	LARRY THORNTON 40 FREEDOM LP BELLEVUE, ID 83313 (208)788-3348

Priority Date: 01/05/1999

Basis:

Status: Active

<u>Source</u>	<u>Tributary</u>
LITTLE WOOD RIVER	MALAD RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	1.120 CFS	
	<u>Total Diversion:</u>	1.120 CFS	

Location of Point(s) of Diversion

LITTLE WOOD RIVER	NW1/4SE1/4	Sec. 7, Twp 05S, Rge 19E, B.M.
LINCOLN 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	
05S	19E	7											12.0	19.0					31.0
													L 4						
05S	19E	18		3.0			7.0	15.0											25.0
								L 1											

Total Acres: 56

Conditions of Approval:Remarks:Comments:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Application Report 37-8887

Dates and Other Information:

Application Received Date: 1/5/1999

Application Denied Date:

Last Date of Beneficial Use:

Extension End Date:

Protest Deadline Date:

Number of Protests: 0

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Application Type: New Appropriation

Applicant Remarks:

Other Water Rights:

Time to Complete Works:

Transfer Affected Description:

Transfer Affected Contracts:

Old Transfer Number:

Transfer Reason:

Transfer Return Flows:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

Clelland, Steve

From: Kelly, Vicki
Sent: Monday, July 17, 2006 9:21 AM
To: Clelland, Steve
Subject: FW: 37-00059H, 37-00107; Claimant: Thornton

Sorry--another one. Thanks - Vicki

-----Original Message-----

From: Larry.Brown@usdoj.gov [mailto:Larry.Brown@usdoj.gov]
Sent: Tuesday, May 23, 2006 1:45 PM
To: Kelly, Vicki; Spencer, Nick
Cc: Fred_Price@blm.gov; David.Negri@usdoj.gov
Subject: 37-00059H, 37-00107; Claimant: Thornton

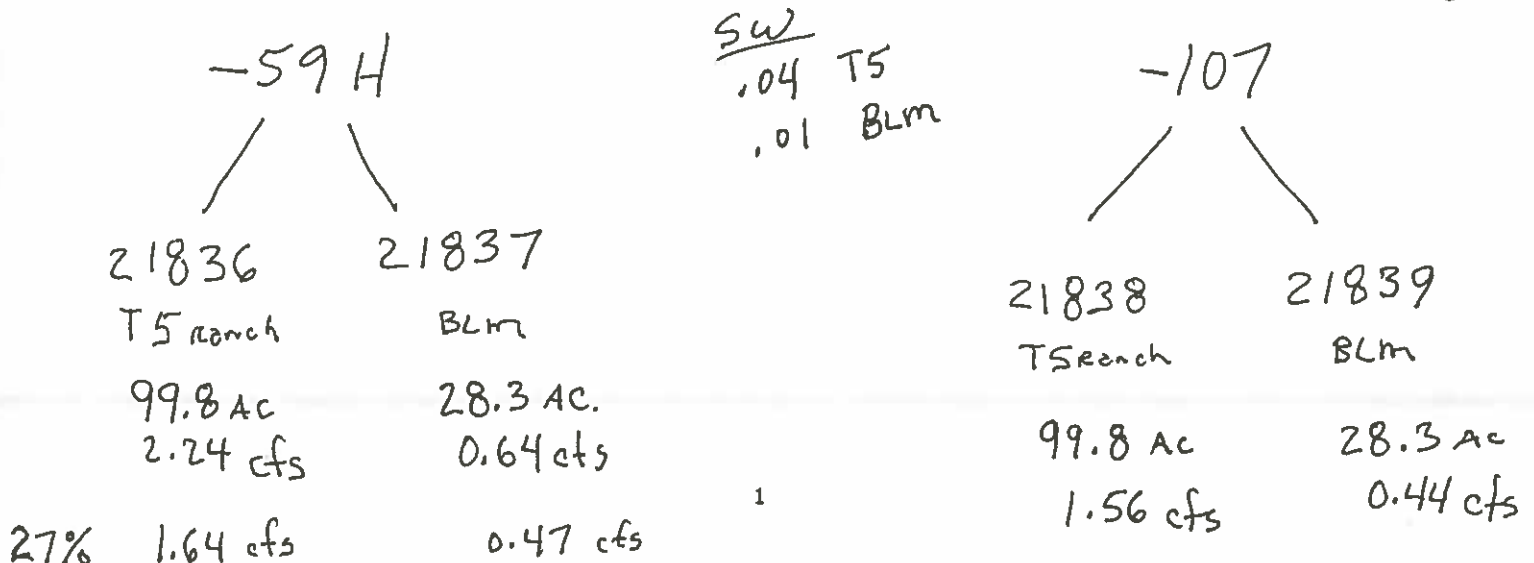
I just spoke with Matt Thornton. His parents are the claimants, but both are deceased and Matt is the successor in interest to the water right claims. Matt and I negotiated a settlement. We will sign a stipulation to split each water right into two new claims where Matt will hold title to the private land POU's and BLM will hold title to public land POU's. Matt will file for a transfer of the water that describes public land, to move it to private land, and BLM will cooperate in such transfer. Matt and I will sign SF-5s for the new claims so that the water rights can get partial decrees and these cases can be removed from the court's docket and be taken care of administratively thereafter. The POU's for BLM's water rights should be as follows:

T5S, R19E, Sec. 7 Lot 4 (SWSW) 5.5 ac
 SESW 14.0 ac
 SWSE 0.1 ac

Sec. 18 SWNE 0.1 ac
 Lot 1 (NWNW) 6.2 ac
 Lot 3 (NWSW) 1.1 ac

I am sure Fred will let you know immediately if I have erred in the legal descriptions. The new owner will be T5 Ranch LLC, P. O. Box 751, Bellevue, Idaho, 83313. The SF-5s will be signed by Matt Thornton, President. Please produce appropriate SF-5s. Fred: Please prepare a change of ownership form for Mr. Thornton and send a letter to him with instructions to send in a copy of the new deed.

8/11/06
SCC



Clelland, Steve

From: Fred_Price@blm.gov
Sent: Tuesday, August 01, 2006 1:31 PM
To: Clelland, Steve
Subject: Re: 37-59H and 37-107 thornton

Steve,

RE: 37-00059H, 37-00107, Thornton

Hummm, that POU is listed in our objection as an unauthorized use and needs to be removed. When you say "is not being moved off", is the claimant filing a transfer? Below is a list of all the POUs that need to be removed:

POUs On BLM

T05S	R19E	S07	Lot 4	(SWSW)	5.5 ac	BLM
T05S	R19E	S07		SESW	14.0 ac	BLM
T05S	R19E	S07		SWSE	0.1 ac	BLM
T05S	R19E	S18		NWNE	1.3 ac	BLM
T05S	R19E	S18		SWNE	0.1 ac	BLM
T05S	R19E	S18	Lot 1	(NWNW)	6.2 ac	BLM
T05S	R19E	S18	Lot 3	(NWSW)	1.1 ac	BLM
						28.3 acres total

Thanks for double checking this Steve!
Fred

"Clelland, Steve"
<Steve.Clelland@i
dwr.idaho.gov>

08/01/2006 01:11
PM

<fred_price@blm.gov>

To

cc

Subject

37-59H and 37-107 thornton

Fred,

i have found a small piece of land that appears to be on BLM land but is not being moved off... can you double check this?

T5S, R19E, Sec. 18 NWNE 1.3 acres

Steve

IDAHO DEPARTMENT OF WATER RESOURCES

RIGHT NUMBER: 37-21836

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 2.240 CFS

PRIORITY DATE: 05/27/1899

POINT OF DIVERSION:

T02S R18E S30 SWSENE Within BLAINE County

T03S R19E S19 SWNE Injection Within LINCOLN County

T04S R19E S25 SENWSE Injection Within LINCOLN County

T05S R19E S7 NENWSE Rediversion Within LINCOLN County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

2.240 CFS

PLACE OF USE: IRRIGATION Within LINCOLN County

T05S R18E S13	SWNE	16.00	T05S R18E S13	SENE	16.00
---------------	------	-------	---------------	------	-------

T05S R19E S18	NENW	7.80	T05S R19E S18 Lot 2 SWNW	45.00
---------------	------	------	--------------------------	-------

T05S R19E S18	SENW	15.00
---------------	------	-------

99.8 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 37-21838 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 99.8 ACRES IN A SINGLE IRRIGATION SEASON.

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

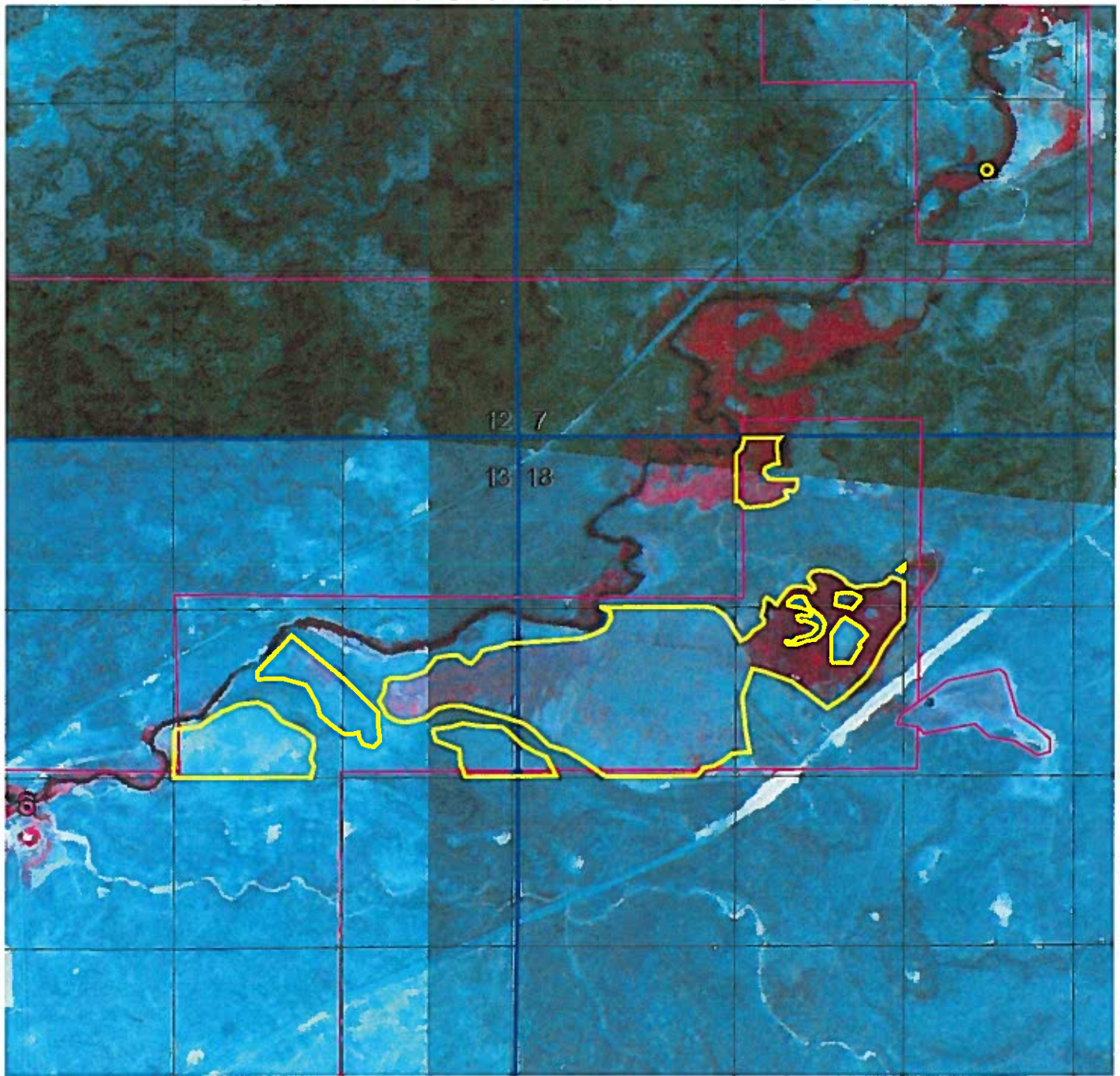
This right is a split from former right 37-59H.

USE OF THIS RIGHT IS COMBINED WITH WATER FROM BIG WOOD CANAL CO.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT
TO SECTION 42-1425, IDAHO CODE.

IDAHO DEPT OF WATER RESOURCES

37-21836 & 37-21838



1320 0 1320 Feet

-  Basin 37 part 1-POU
-  Basin 37 part 1-POD
-  Ownership FED-Private
-  Streams
-  Section Lines
-  Quarter - Quarter lines

TWN: 5S
RNG: 18E & 19E
SEC: 7,13,18



GIS Place of Use Presentation
NAPP Aerial Photo 1987/1988
By Steve Clelland

Date: AUGUST 11, 2006

37-59 H
37-107

THORNTON

6/29/06

Call out : 726-5520
call to Matt Thornton

His parents are deceased and he and his brother now own this farm. He is planning on transferring the BLM trespass off to the main farm. I led him to the forms for transfer and COO to get the process going. (via internet)

(should include App. for Permit 37-8887 on COO form too.)

6/30/06 Called back to inform Matt of the need to COO on the application for Permit.

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

RECEIVED**JUL 12 2006****DEPARTMENT OF
WATER RESOURCES**

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

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
37-594					
37-107					
37-8887					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. **\$ 75.00**
- 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) Larry + Wende Thornton
944 E Hwy 26 Richfield, ID 83349
4. New Owner/Claimant(s) TS Ranch, LLC
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
- New Mailing Address P.O. Box 751
- City, State and ZIP Code Belleuve, ID 83313
- New Telephone Number 208 788-1234
5. Date you acquired the property 12-14-04

↑ Steve C.
 in Boise
 Has maps

7/14/06 SEC DONE

6. 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) TS Ranch LLC Mat Thornton Pres.
(include title if applicable) State of Idaho VP

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 <u>AMB</u>	Date <u>7-12-06</u>	Fee <u>75.00</u>	
Received by <u>AMB</u>	Date <u>7-12-06</u>	Receipt No. <u>LO81654</u>	
Processed by _____	AJ Date _____	WR _____	Date _____

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That we, LARRY J. THORNTON and WENDE L. THORNTON, husband and wife, Grantors, hereby convey, release, remise and forever quitclaim all our right, title and interest unto T 5 RANCH, L.L.C., as Grantee, whose address is 944 E. Highway 26, Richfield, Idaho, the real property and improvements situated in Lincoln County, State of Idaho, described as follows:

TOWNSHIP 5 SOUTH, RANGE 18, EAST OF THE BOISE
MERIDIAN, LINCOLN COUNTY, IDAHO

Section 13: S $\frac{1}{2}$ NE $\frac{1}{4}$;

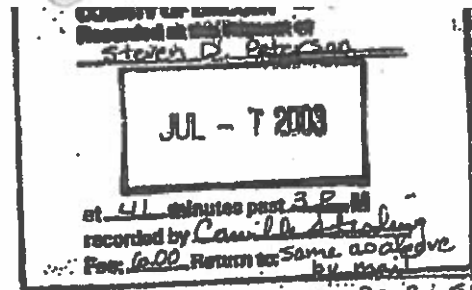
TOWNSHIP 5 SOUTH, RANGE 19, EAST OF THE BOISE
MERIDIAN, LINCOLN COUNTY, IDAHO

Section 18: Lot 2; NE $\frac{1}{4}$ NW $\frac{1}{4}$;SE $\frac{1}{4}$ NW $\frac{1}{4}$

DATED this 5th of May, 2003.

Larry J. Thornton
LARRY J. THORNTON

Larry J. Thornton
LARRY J. THORNTON as Power of
Attorney for WENDE L. THORNTON



P.O. Box 5298
Twin Falls, ID
83303

STATE OF IDAHO

County of Twin Falls

)
) ss.
)

On this 5th day of May, 2003, before me, a Notary Public in and for said county and state, personally appeared LARRY J. THORNTON, individually and as Power of Attorney for WENDE L. THORNTON, known to me to be the persons whose names are 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 same day and year in this certificate first above written.



Elizabeth A. Veding
NOTARY PUBLIC FOR IDAHO
Residing at: Kimberly ID
My Commission Expires: 10-30-2004

Instrument # 531666

HAILEY, BLAINE, IDAHO

2006-01-31 03:43:00 No. of Pages: 2

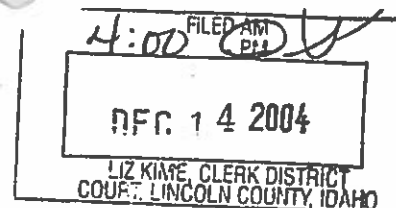
Recorded for: AMERITITLE

MARSHA RIEMANN

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: PROBATE ACTION(LETTERS TEST,ETC)



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

MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE OF)
LARRY THORNTON,)
Deceased.)

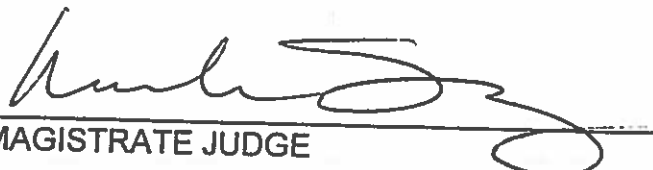
Case No. SP 04-75

ORDER TO CONSOLIDATE

The motion of the Petitioners, NATHAN THORNTON and MATTHEW THORNTON, as surviving heirs of THE ESTATE OF WENDE THORNTON and THE ESTATE OF LARRY THORNTON and as Co-personal Representatives of the ESTATE OF LARRY THORNTON, having come before the above-entitled court, and good cause being presented for the consolidation of said estates.

IT IS HEREBY ORDERED that THE ESTATE OF WENDE THORNTON and the ESTATE OF LARRY THORNTON be consolidated and the Co-Personal Representatives for the ESTATE OF LARRY THORNTON remain the Co-Personal Representatives for the combined estate.

DATED This 14 day of December, 2004.

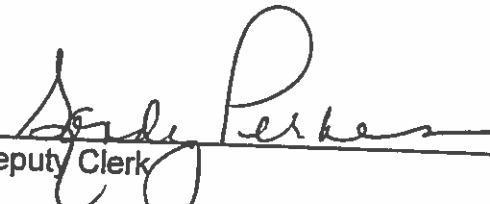

MAGISTRATE JUDGE

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 14 day of Dec, 2004, I caused a true and correct copy of the foregoing document to be served upon the following person(s), by depositing the same in the united states mail:

Steven D. Peterson
PO Box 5827
Twin Falls, ID 83303

DATED this 14 day of Dec, 2004.


Deputy Clerk

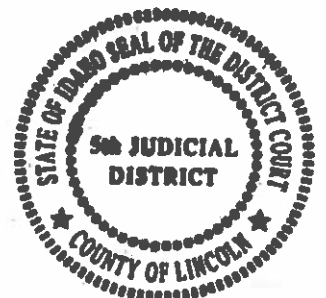
STATE OF IDAHO }
COUNTY OF LINCOLN } ss.

I hereby certify that the foregoing is a true copy of the original instrument on file in my office.

Dated 1-25-06

Clerk, Auditor and Recorder

By 
Deputy Clerk



AMENDED OPERATING AGREEMENT

OF

T5 RANCH, L.L.C.

This Operating Agreement of T5 RANCH, L.L.C., an Idaho limited liability company organized pursuant to the Idaho Limited Liability Company Act is entered into and shall be effective as of the Effective Date, by and among the Company and the persons executing this Agreement as Members.

ARTICLE I FORMATION

1.1 Organization. The Members hereby organize the Company as an Idaho limited liability company pursuant to the provisions of the Act.

1.2 Agreement. For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing the Operating Agreement hereby agree to the terms and conditions of the Operating Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Members that the Operating Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of the Operating Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the Operating Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of the Operating Agreement is prohibited or ineffective under the Act, the Operating Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Operating Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

1.3 Name. The name of the Company is T5 RANCH, L.L.C., and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

1.4 Effective Date. The Operating Agreement shall become effective upon the earlier of the filing and acceptance of the same with the Secretary of State of Idaho or the date of execution of the Operating Agreement.

1.5 Term. The Company shall be dissolved and its affairs wound up in accordance with the Act and the Operating Agreement on February 15, 2071, unless the term shall be extended by amendment to the Operating Agreement and the Articles of Organization, or unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or the Operating Agreement.

1.6 Registered Agent and Office. The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles as filed in the office of the Secretary of State. The Managing Member may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State. If the Managing Member shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address through appropriate filings with the Secretary of State.

1.7 Principal Office. The Principal Office of the Company shall be located at 3661 Glenbrook, Hailey, Idaho 83333.

ARTICLE II NATURE OF BUSINESS

2.1 The Company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business, including but not limited to farming, ranching, and real estate development. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article III.

ARTICLE III ACCOUNTING AND RECORDS

3.1 Records to be Maintained. The Company shall maintain the following records and information at the Principal Office:

A. A current and past list, setting forth the full name and last known mailing address of each member and manager.

B. A copy of the articles of organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any articles have been executed;

C. Copies of the Company's federal, foreign, state, and local income tax returns and reports, if any, for the three most recent years;

D. Copies of the Operating Agreement, including all amendments

thereto, and copies of any written operating agreement no longer in effect;

E. Any financial statements of the Company for the three most recent years;

F. A writing or other data compilation from which information can be obtained through retrieval devices into reasonably usable form setting forth the following:

(i) the amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;

(ii) the times at which or events on the happening of which any additional Commitments agreed to be made by each Member are to be made;

(iii) any right of a Member to receive, or of the Company to make, distributions to a Member which include a return of all or any part of the Member's Capital Contributions; and

(iv) any events upon the happening of which the Company is to be dissolved and its affairs wound up.

3.2 Reports to Members. The Managing Member shall provide reports at least annually to the Members other than Assignees at such time and in such manner as the Managing Member may determine reasonable.

3.3 Accounts. The Managing Member shall maintain a record of Capital Account for each Member in accordance with Article VII.

ARTICLE IV NAMES AND ADDRESSES OF MEMBERS

4.1 The names and addresses of the Initial Members are:

<u>Name</u>	<u>Ownership Percentage</u>	<u>Address</u>
Larry Thornton	5%	944 East Highway 26 Richfield, ID 83349
Matthew Thornton	50%	P.O. Box 751 Bellevue, ID 83313
Nathan Thornton	45%	P.O. Box 6102 Ketchum, ID 83340

ARTICLE V RIGHTS AND DUTIES OF MEMBERS

5.1 Management Rights. All Members (other than Assignees) who have not dissociated shall be entitled to vote on any matter submitted to a vote of the Members. Notwithstanding the foregoing, the following actions require the consent of all of the Members:

A. Incurring debt outside the normal course of business; and the following actions require the consent of all of the Members:

B. Any amendment to this Operating Agreement;

C. The admission of Assignees to Management Rights;

D. The continuation of the Company after a Dissolution Event;

E. The authorization of a Managing Member or Member to do any act on behalf of the Company that contravenes the Operating Agreement, which shall require unanimous consent of the Members;

F. Purchase and sale of all real and personal property in excess of \$10,000;

G. Investment decisions; and

H. Compensation of Managing Members.

I. Admission of additional Members.

5.3 Liability of Members. No person solely by virtue of his Member status shall be liable as such for the liabilities of the Company. The failure of a limited liability company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the members of managers for liabilities of the limited liability company.

5.4 Indemnifications. The Company shall indemnify the Members, Managing Members, and agents for all costs, losses, liabilities, and damages paid or accrued by such Member, Manager, or agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the state.

5.5 Representations and Warranties. Each member, and in the case of an organization, the person(s) executing the Operating Agreement on behalf of the organization, hereby represents and warrants to the Company and each other Member that: (a) if that Member is an organization, that it is duly organized, validly existing, and in good standing under the law of its state of organization and that it has full organizational power to execute and agree to the Operating Agreement to perform its obligations hereunder; (b) that the Member is acquiring its interest in the Company for the Member's own account as an investment and without an intent to distribute the interest; (c) the Member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

ARTICLE VI MANAGING MEMBERS

6.1 Original Managing Members. The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Managing Member. There shall be one Managing Member who must be a Member of the Company. The initial Managing Member shall be:

Matthew Thornton

6.2 Term of Office as Managing Member. No Managing Member shall have any contractual right to such position. Each Managing Member shall serve until the earliest of:

- A. The Dissociation of such Managing Member;
- B. Removal of the Managing Member; or
- C. The death or voluntary withdrawal as a Managing Member by a Member.

6.3 Authority of Members to Bind the Company. The Members hereby agree that only the Managing Member and authorized agents of the Company shall have the authority to bind the Company. No Member other than a Managing Member shall take any action as a Member to bind the Company, and each Member shall indemnify the Company for any costs or damages incurred by the Company as a result of the authorized action of such Member. The Managing Member has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

- A. The institution, prosecution, and defense of any Proceeding in the Company's name;

B. The purchase, receipt, lease, or other acquisition, ownership, holding, improvement, use, and other dealing with, Property, wherever located;

C. The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Property;

D. The entering into contracts and guaranties; incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its Property or income;

E. The lending of money, investment, and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the loaning of money to, and otherwise helping Members, officers, employees, and agents;

F. The conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State;

G. The appointment of employees and agents of the Company, the defining of their duties, the establishment of their compensation;

H. The payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company;

I. The participation in partnership agreements, joint ventures, or other associations of any kind with any person or persons;

J. The indemnification of Members or any other Person.

6.4 Actions of the Managing Member. The Managing Member has the power to bind the Company as provided in this Article VII. No act of a Member in contravention of such determination shall bind the Company to Persons having knowledge of such determination. Notwithstanding such determination, the act of a Managing Member for the purpose of apparently carrying on the usual way of business or affairs of the Company, including the exercise of the authority indicated in this Article VII, no person dealing with the Company shall have any obligations to inquire into the power or authority of the Managing Member acting on behalf of the Company.

6.5 Compensation of Managing Member. The Managing Member shall be reimbursed all reasonable expenses incurred in managing the Company and shall be entitled to compensation, in an amount to be determined from time to time by the affirmative

vote of a Majority of the Members.

6.6 Managing Member's Standard of Care. A Managing Member's duty of care in the discharge of the Managing Member's duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, a Managing Member shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports, or statements by any of the other Members or agents or by any other person, as to matters the Managing Member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid.

6.7 Removal of Managing Member. The Managing Member may be removed by the affirmative vote of a Majority of the Members. Any removal of the Managing Member shall be deemed a disassociation of the member pursuant to Article XII herein.

ARTICLE VII CONTRIBUTIONS AND CAPITAL ACCOUNTS

7.1 Initial Contributions. Each Initial Member shall make the Capital Contribution described for that Member on Exhibit A at the time and on the terms specified on Exhibit A and shall perform that Member's Commitment. If no time for contribution is specified, the Capital Contributions shall be made upon the filing of the Articles of Organization with the Secretary of State. The value of the Capital Contributions shall be as set forth on Exhibit "A." No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in this Operating Agreement. Each Additional Member shall make the Initial Capital Contribution and the time for making such contribution shall be set forth in the Exhibit "A" to this Operating Agreement.

7.2 Additional Contributions. In addition to the Initial Capital Contributions and Commitments, the Managing Member may determine from time to time that additional contributions are needed to enable the Company to conduct its business. Upon making such a determination, the Managing Member shall give Notice to all Members in writing at least ten Business Days prior to the date on which such contribution is due. Such Notice shall set forth the amount of additional contribution needed, the purpose for which the contribution is needed, and the date by which the Members should contribute. Each Member shall be entitled to contribute a proportionate share of such additional contribution. Except to the extent of a Member's unpaid Commitment, no Member shall be obligated to make any such additional contributions. In the event any one or more Members do not

make their additional contribution, the other members shall be given the opportunity to make the contributions. Each additional Member shall make the Capital Contribution to which such Member has agreed, at the time or times and upon the terms to which the Managing Member and the Additional Member agree.

7.3 Enforcement of Commitments. In the event any Member (a Delinquent Member) fails to perform the Delinquent Member's Commitment, the Managing Member shall give the Delinquent Member a Notice of the failure to meet the Commitment. If the Delinquent Member fails to perform the Commitment (including any costs associated with the failure to demand compliance with the Commitment and interest on such obligation at the Default Interest Rate) within ten Business days of the giving of Notice, the Managing Member may take such action, including but not limited to enforcing the Commitment in the court of appropriate jurisdiction in the state in which the Principal Office is located or the state of the Delinquent Member's address as reflected in the Operating Agreement. Each Member expressly agrees to the jurisdiction of such courts but only for the enforcement of Commitments. The Managing Member may elect to allow the other Members to contribute the amount of the Commitment in proportion to such Members' Sharing Ratios, with those Members who contribute (Contributing Members) to contribute additional amounts equal to any amount of the Commitment not contributed. The Contributing Members shall be entitled to treat the amounts contributed pursuant to this section as a loan from the Contributing Members bearing interest at the Default Interest Rate secured by the Delinquent Member's interest in the Company. Until they are fully repaid, the Contributing Members shall be entitled to all Distributions to which the Delinquent Member would have been entitled. Notwithstanding the foregoing, no Commitment or other obligation to make an additional contribution may be enforced by a creditor of the company unless the Member expressly consents to such enforcement or to the assignment of the obligation to such creditor.

7.4 Maintenance of Capital Accounts. The Company shall establish and maintain Capital Accounts for each Member and Assignee. Each Member's Capital Account shall be increased by (1) the amount of any Money actually contributed by the Member to the capital of the Company, (2) the fair market value of any Property contributed, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or net of liabilities which the Company takes such Property subject to, within the meaning of § 752 of the Code), and (3) the Member's share of Net Profits and of any separately allocated items of income or gain except adjustments of the Code (including any gain and income from unrealized income with respect to accounts receivable allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member). Each Member's Capital Account shall be decreased by (1) the amount of any Money actually distributed to the Member, (2) the fair market value of any Property distributed to the Member, as determined by the Company and the contributing Members at arm's length value at the time of distribution (net of liabilities of the Company assumed by the Member or net of liabilities which the Member takes such Property subject to within the meaning of §

752 of the Code), and (3) the Member's share of Net Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

7.5 Distribution of Assets. If the Company at any time distributes any of its assets in-kind to any Member, the Capital account of each Member shall be adjusted to account for that Member's allocable share (as determined under Article VIII below) of the Net Profits or Net Losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

7.6 Sale or Exchange of Interest. In the event of a sale or exchange of some or all of a Member's Interest in the Company, the Capital Account of the Transferring Member shall become the capital account of the Assignee, to the extent it relates to the portion of the Interest Transferred.

7.7 Compliance with Section 704(b) of the Code. The provisions of this Article VII as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gain, and credit pursuant to Article IX to have substantial economic effect under the Regulations promulgated under § 704(b) of the Code, in light of the distributions made pursuant to Articles VIII and IX and the Capital Contributions made pursuant to this Article VII. Notwithstanding anything herein to the contrary, this Operating Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Member to make a Capital Contribution in excess of the Initial Contribution.

ARTICLE VIII ALLOCATIONS AND DISTRIBUTIONS

8.1 Allocations of Net Profits and Net Losses from Operations. Except as may be required by § 704(c) of the Code, and §§ 2, 3, and 4 of this Article VIII, net profits, net losses, and other items of income, gain, loss, deduction, and credit shall be apportioned among the Members in proportion to their Sharing Ratios.

8.2 Interim Distributions. From time to time, the Managing Member shall determine in his reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the Managing Member may make distributions to the Members in accordance with their Sharing Ratios. Such distributions shall be in cash or Property (which need not be distrusted proportionately) or partly in both, as determined by the Managing Member.

ARTICLE IX TAXES

9.1 Elections. The Managing Member may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

9.2 Taxes of Taxing Jurisdictions. To the extent that the laws of any Taxing Jurisdiction requires, each Member requested to do so by the Managing Member will submit an agreement indicating that the Member will make timely income tax payments to the Taxing Jurisdiction and that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income and interest, and penalties assessed on such income. If the Member fails to provide such agreement, the Company may withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty, and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a distribution for purposes of Article VIII. The Managing Member may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest, and penalties of some or all of the members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax interest and penalties so paid.

9.3 Tax Matters Partner. The Managing Member shall act as the tax matters partner of the Company pursuant to § 6231(a)(7) of the Code. Any Member designated as tax matters partner shall take such action as may be necessary to cause each other Member to become a notice partner within the meaning of § 6223 of the Code. Any Member who is designated tax matter partner may not take any action contemplated by §§ 6222 through 6232 of the Code without the consent of the Managing Member.

9.4 Cash Method of Accounting. The records of the Company shall be maintained on a cash receipt and disbursements method of accounting.

ARTICLE X DISPOSITION OF MEMBERSHIP INTERESTS

10.1 Disposition. Any Member or Assignee may dispose of all or a portion of the Member's or Assignee's Membership Interest upon compliance with this Article X. No Membership Interest shall be disposed of:

A. If such disposition, along or when combined with other transactions, would result in a termination of the Company within the meaning of § 708 of the Code;

B. If the Managing Member requests an opinion of counsel, such opinion of counsel must be satisfactory to the Managing Member and opine that such assignment is subject to an effective registration under the applicable state and federal securities laws; or exempt from such registration requirements;

C. Unless and until the Company receives from the Assignee the information and agreements that the Managing Member may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any Taxing Jurisdiction.

10.2 Dispositions not in Compliance with this Article Void. Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Article is null and void.

ARTICLE XI DISSOCIATION OF A MEMBER

11.1 Dissociation. A Person shall cease to be a Member upon the happening of any of the following events:

A. The member withdraws by voluntary act from the Company by giving thirty (30) days notice to the Managing Member.

B. The member ceases to be a member of the Company due to the assignment of all of such Member's interest in the Company and the Assignee has become a Substitute Member.

C. The member is removed as a member by an affirmative vote of a Majority of the members who have not assigned their interests when the member assigns all of his interest in the Company.

D. Except where the Member obtains the written consent of all Members at the time, the Member (i) makes an assignment for the benefit of creditors; (ii) files a voluntary petition in bankruptcy; (iii) is adjudicated a bankruptcy or insolvent; (iv) files

a petition or answer seeking for the member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding of this nature; or (vi) seeks, consents to, or acquiesces to the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties.

E. Except where the Member obtains the written consent of all Members at the time, if within One Hundred Twenty (120) days after the commencement of any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the proceeding has not been dismissed, or if within One Hundred Twenty (120) days after the appointment without his consent or acquiescence of a trustee, receiver, or liquidator of the member or of all or any substantial part of his properties, the appointment is not vacated or stayed or if within One Hundred Twenty (120) days after the expiration of any stay, the appointment is not vacated.

F. Except where the Member obtains the written consent of all Members at the time, in the case of a Member who is a trust or is acting as a Member by virtue of being a trustee of a trust, the termination of the trust, but not merely the substitution of a new trustee.

G. Except where the Member obtains the written consent of all Members at the time, in the case of a Member that is a separate limited liability company, the dissolution and commencement of winding up of the separate limited liability company.

H. Except where the Member obtains the written consent of all Members at the time, in the case of a Member that is a corporation, the filing of articles of dissolution or forfeiture of its corporate powers or right to do business;

I. In the case of a professional services limited liability company, restrictions or limitations are placed upon a Member's ability to continue to render professional services as described in section 53-614(5), Idaho Code.

11.2 Rights of Dissociating Member. In the event any Member dissociates prior to the expiration of the Term:

A. If the dissociation causes a dissolution and winding up of the Company under Article XIV, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by the damages sustained by the Company as a result of the Dissolution caused by the dissociation and winding up;

B. If the dissociation does not cause a dissolution and winding up

of the Company under Article XIV and the event of dissolution is either 11.1.C. or 11.1.F, the Member shall be entitled to an amount equal to the value of the Member's Membership Interest in the Company, to be paid within six months of the date of dissociation. As to all other events of dissolution defined in Article XI, Section 11.1 which do not cause a dissolution, the dissociated Member shall be entitled to receive an amount equal to the Member's Membership Interest in the Company, to be paid when the Company is dissolved and wound up in accordance with Article VIII. The value of the Member's Membership Interest shall include the amount of any Distributions to which the Member is entitled under the Operating Agreement and the fair value of the Member's Membership Interest as of the date of dissociation based upon the Member's right to share in distributions from the Company reduced by any damages sustained by the Company as a result of the Member's dissociation. These terms may be altered by any Buy/Sell Agreement subsequently entered into by the members.

ARTICLE XII ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

12.1 Rights of Assignees. The Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the Distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable the Membership Interest.

12.3 Admission of Additional Members. The Managing Member may permit the admission of Additional Members and determine the Capital Contributions of such Members only upon the consent of all the Members.

ARTICLE XIII DISSOLUTION AND WINDING UP

13.1 Dissolution. The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Dissolution Events):

A. The expiration of the Term, unless the business of the Company is continued with the consent of all of the Members;

B. The unanimous written consent of all of the Members;

C. The Dissociation of the Managing Member, unless the business of the Company is continued with the consent of all of the remaining Members within 90 days after such Dissolution;

D. The entry of a decree of judicial dissolution.

13.2 Effect of Dissolution. Upon dissolution, the Company shall cease carrying on as distinguished from the winding up of the Company business, but the Company is not terminated, but continues until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the Secretary of State.

13.3 Distribution of Assets on Dissolution. Upon the winding up of the Company, the Company Property shall be distributed:

A. To creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company Liabilities;

B. To Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceed shall be paid within 60 days of the end of the Company's taxable year, or if later, within 90 days after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Managing Member.

13.4 Winding Up and Certificate of Dissolution. The winding up of a limited liability company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining property and assets of the limited liability company have been distributed to the members. Upon the completion of winding up of the Company, a certificate of dissolution shall be delivered to the Secretary of State for filing. The certificate of dissolution shall set forth the information required by the Act.

ARTICLE XIV AMENDMENT

14.1 Operating Agreement May Be Modified. The Operating Agreement may be modified as provided in this Article XIV (as the same may, from time to time be amended).

14.2 Amendment or Modification of Operating Agreement. The Operating Agreement may be amended or modified from time to time only by a written instrument adopted and executed by all of the Members.

ARTICLE XV
MISCELLANEOUS PROVISIONS

15.1 Entire Agreement. The Operating Agreement represents the entire agreement among all the Members and between the Members and the Company.

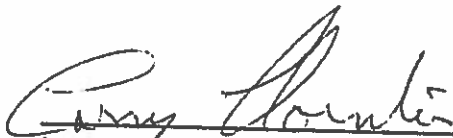
15.2 No Partnership Intended for Nontax Purposes. The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the State Uniform Partnership Act nor the State Uniform Limited Partnership Act.

The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by work or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

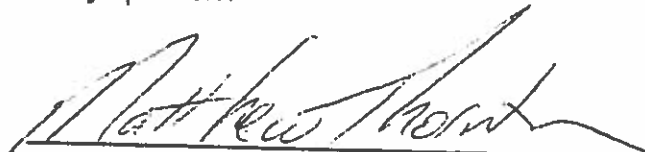
15.3 Rights of Creditors and Third Parties Under Operating Agreement. The Operating Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. The Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Operating Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

IN WITNESS WHEREOF, we have hereunto set our hands on the date set forth beside our names.

Date


Larry Thornton

5-2-03
Date


Matthew Thornton

5/2/03
Date


Nathan Thornton

Idaho Department of Water Resources Receipt

Receipt ID C081654

Payment Amount \$75.00 Date Received 7/12/2006 11:26:16 AM Region State Status
Payment Type Check Check Number 725

Payer T5 RANCHES

Comment 37-59H, 37-107, 37-8887

Fee Detail

Amount	Description	Fund	FD	PCA	SO
\$75.00	OWNERSHIP CHANGES/SECURITY INTERESTS	0229	21	56140	1155



Signature Line (Dept. Representative)



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 28, 2005

LARRY AND WENDE THORNTON
PO BOX 751
BELLEVUE ID 83313-0751

Response 6-13-05

RE: Snake River Basin Adjudication (SRBA)

Notice of Claim to a Water Right ~~#37-7708~~ *37-59H*

Dear Claimants:

37-107

The Postal Service advised us your address has changed to the above address.

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

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter, **list any other water rights you have**, and return this letter by May 11, 2005. Thank you for your help.

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

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

Sincerely,

Sally Sherman
Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

#####

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

Water Right Holder's Signature

Telephone No.

SCANNED
JUN 13 2005

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

RETURN TO SENDER

U.S.P.S. Form: 3547

fee due 70¢

2014

US POSTAL SERVICE
PS FORM 3547

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

RETURN TO SENDER

U.S.P.S. Form: 3547

fee due 70¢

2014

US POSTAL SERVICE
PS FORM 3547

RECEIVED
APR 26 2005
Department of Water Resources

Dept. of Water Resources
Adjudication Bureau
P. O. Box 83720
Boise, ID 83720-0088



ADDRESS SERVICE
REQUESTED

THOR944 833492008 1B04 16 04/21/05
TECRNTON, LARRY J FORM 3547
PO BOX 751
BELLEVUE ID 83313-0751



WENDE THORNTON

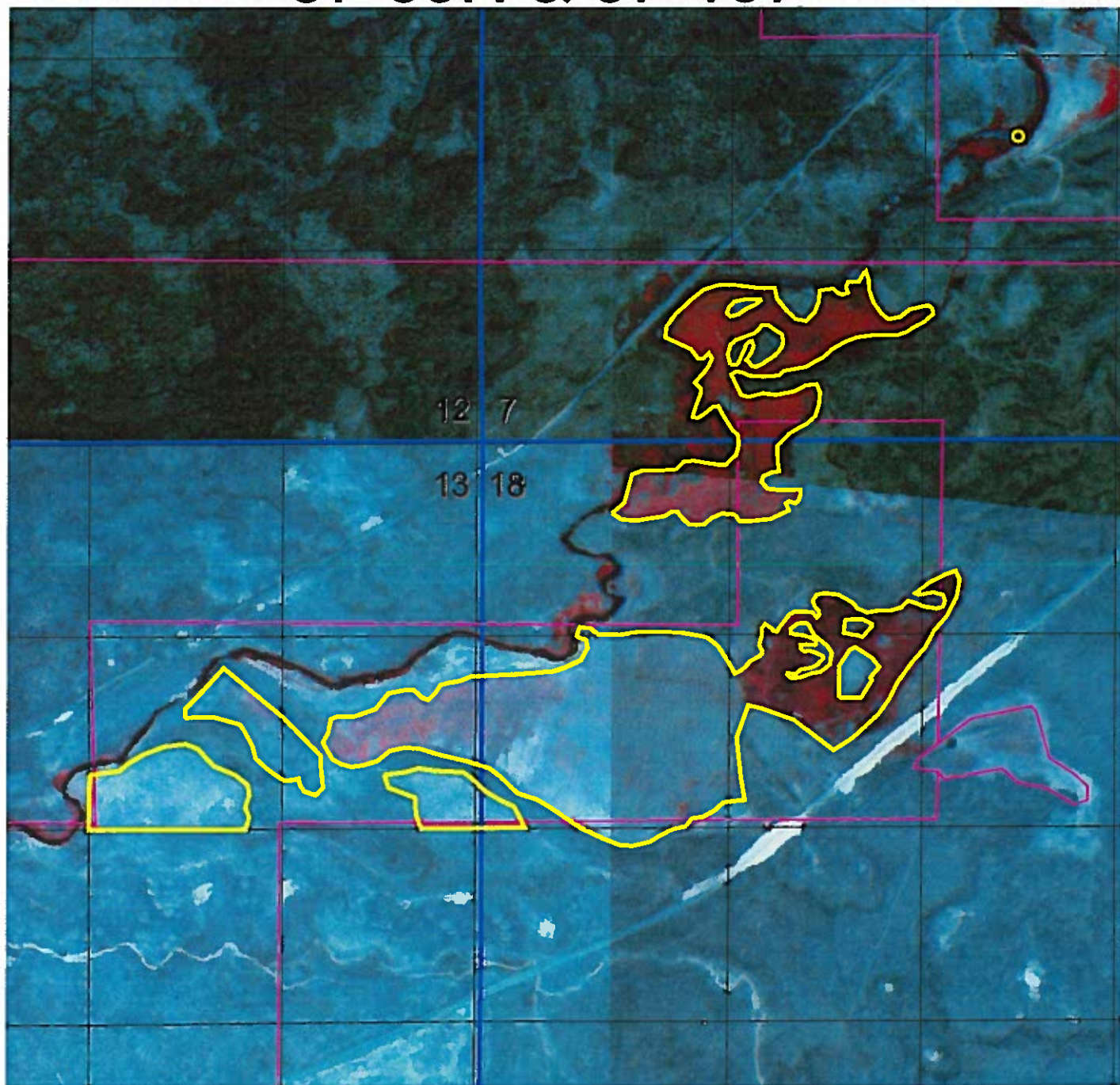
LARRY THORNTON
944 E HWY 26
RICHFIELD ID 83349

37-7708

SCANNED
JUN 13 2005

IDAHO DEPT OF WATER RESOURCES

37-59H & 37-107



1320 0 1320 Feet

-  Basin 37 part 1-POU
-  Basin 37 part 1-POD
-  Ownership FED-Private
-  Streams
-  Section Lines
-  Quarter - Quarter lines

TWN: 5S
RNG: 18E & 19E



GIS Place of Use Presentation
NAPP Aerial Photo 1987/1988
By Steve Clelland

Date: APRIL 25, 2003

04/25/2003

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

RIGHT NUMBER: 37-59H

NAME AND ADDRESS: LARRY THORNTON
944 E HWY 26
RICHFIELD ID 83349

WENDE THORNTON
944 E HWY 26
RICHFIELD ID 83349

SOURCE: BIG WOOD RIVER TRIBUTARY: MALAD RIVER
POINT OF INJECTION INTO JIM BYRNS SLOUGH THAT FLOWS INTO THE LITTLE
WOOD RIVER. POINT OF REDIVERSION FROM THE LITTLE WOOD RIVER.

QUANTITY: 2.880 CFS

PRIORITY DATE: 05/27/1899

POINT OF DIVERSION:

T02S R18E S30 SWSENE Within LINCOLN County Source: BIG WOOD RIVER
T03S R19E S19 SWNE Injection Within LINCOLN County Source: BIG WOOD RIVER
T04S R19E S25 SENWSE Injection Within LINCOLN County Source: BIG WOOD RIVER
T05S R19E S7 NENWSE Rediversion Within LINCOLN County Source: BIG WOOD RIVER

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	3/15 11/15	2.880 CFS

PLACE OF USE: IRRIGATION Within LINCOLN County

T05S R18E S13	SWNE	16.0	T05S R18E S13	SENE	16.0
T05S R19E S07 Lot 4	SWSW	5.5	T05S R19E S07	SESW	14.0
T05S R19E S07	SWSE	0.1	T05S R19E S18	NWNE	1.3
T05S R19E S18	SWNE	0.1	T05S R19E S18	NENW	7.8
T05S R19E S18 Lot 1	NWNW	6.2	T05S R19E S18 Lot 2	SWNW	45.0
T05S R19E S18	SENW	15.0	T05S R19E S18 Lot 3	NWSW	1.1

128.1 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 37-107 IS LIMITED TO THE IRRIGATION
OF A COMBINED TOTAL OF 128.1 ACRES IN A SINGLE IRRIGATION
SEASON.

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

This partial decree is subject to such general provisions necessary for
the definition of the rights or for the efficient administration of the water
rights as may be ultimately determined by the Court at a point in time no
later than the entry of a final unified decree. Section 42-1412(6), Idaho
Code.

EXPLANATORY MATERIAL: Decreed

04/25/2003

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

RIGHT SUBJECT TO 27% CONVEYANCE LOSS; 2.10 CFS CAN BE
REDIVERTED FROM LITTLE WOOD RIVER.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT
TO SECTION 42-1425, IDAHO CODE.

USE OF THIS RIGHT IS COMBINED WITH WATER FROM BIG WOOD CANAL
CO.

37-59H

37-107

4/2/03
SCC

THIS MATCHES AMOUNT IN
DEED

POD: { source G02 remark }
(-59H only) { (Exp) 27% remainder } $(2.88 - 27\% = 2.10 \text{ cts})$
TS R19E (105.1")
Brown #62 @ LWR = sec 7 NE NW SE

POU: appears to irrigate BLM lands with this system.

Apple 37-8887 is for acres on BLM lands for Carey Act development
(see memo by Satterlee) in 59H

Can SW be used year round? No, NOT PART OF DECREED RIGHT.

No evidence of winter flows in this system (for 59H) Maybe in LWR

4/22/03
12 NOON
SCC

Call for Exam: "person could not speak English" @ 788-3348

I STOPPED AT THE HOUSE, MET W/ WENDE - they now live here!

487-3333

727-7056 cell

944 E Hwy 26

~~THE~~ RICHFIELD ID

met w/ Larry @ shop:

Reid to include BLM lands to be
resolved later. Larry drew in extra
fields on Map; if over 116 ac. will

Remarks:

Combined POU acres (E11)

Source G02

Exp 27%

-59H only

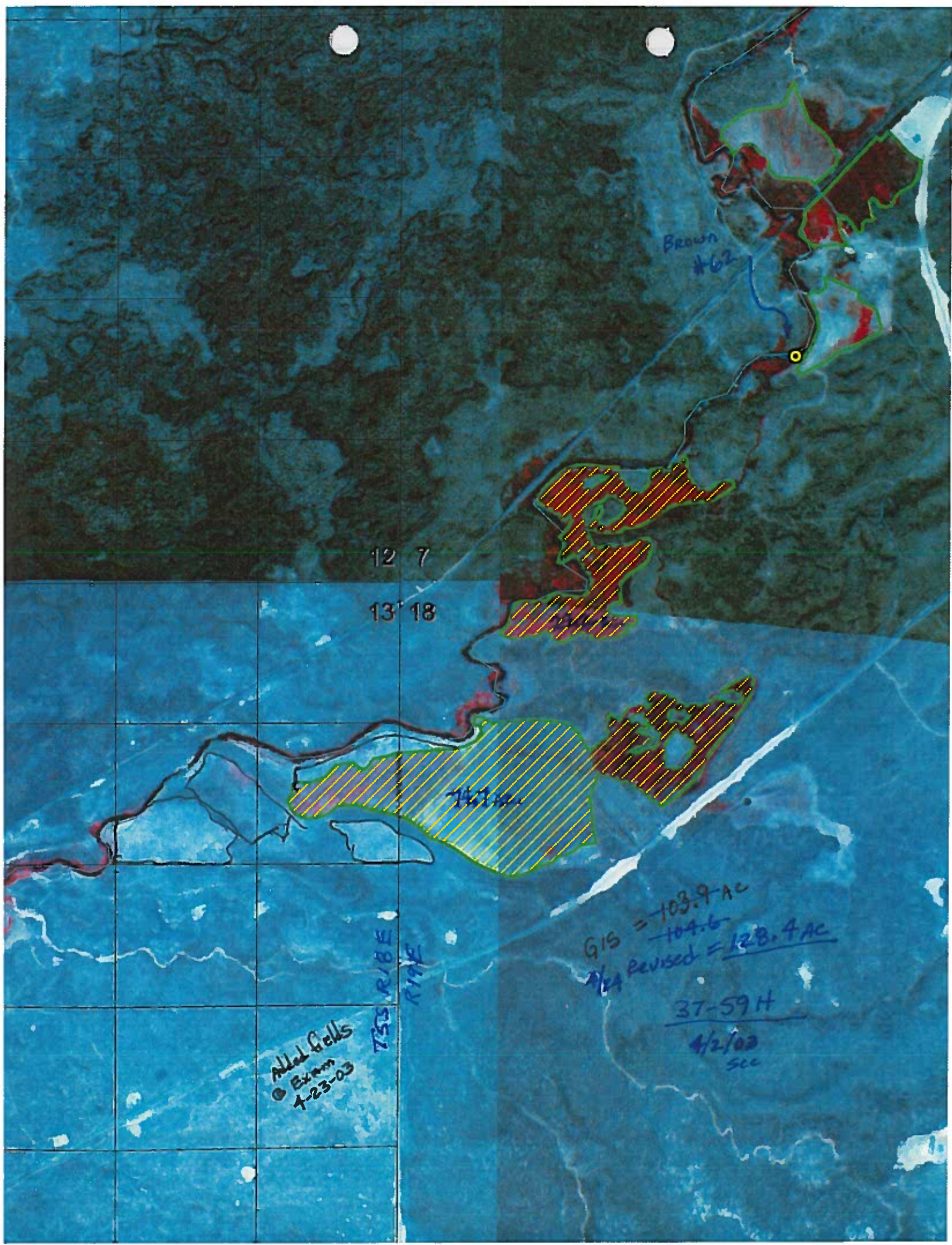
need to Amend Claims.

need address change.

S05 BWCC overlap

C05 POU changes

8/12/03 SCC 3:35 pm Call out to Larry T. to get the
amended claim returned - left msg.



12 7
13 18

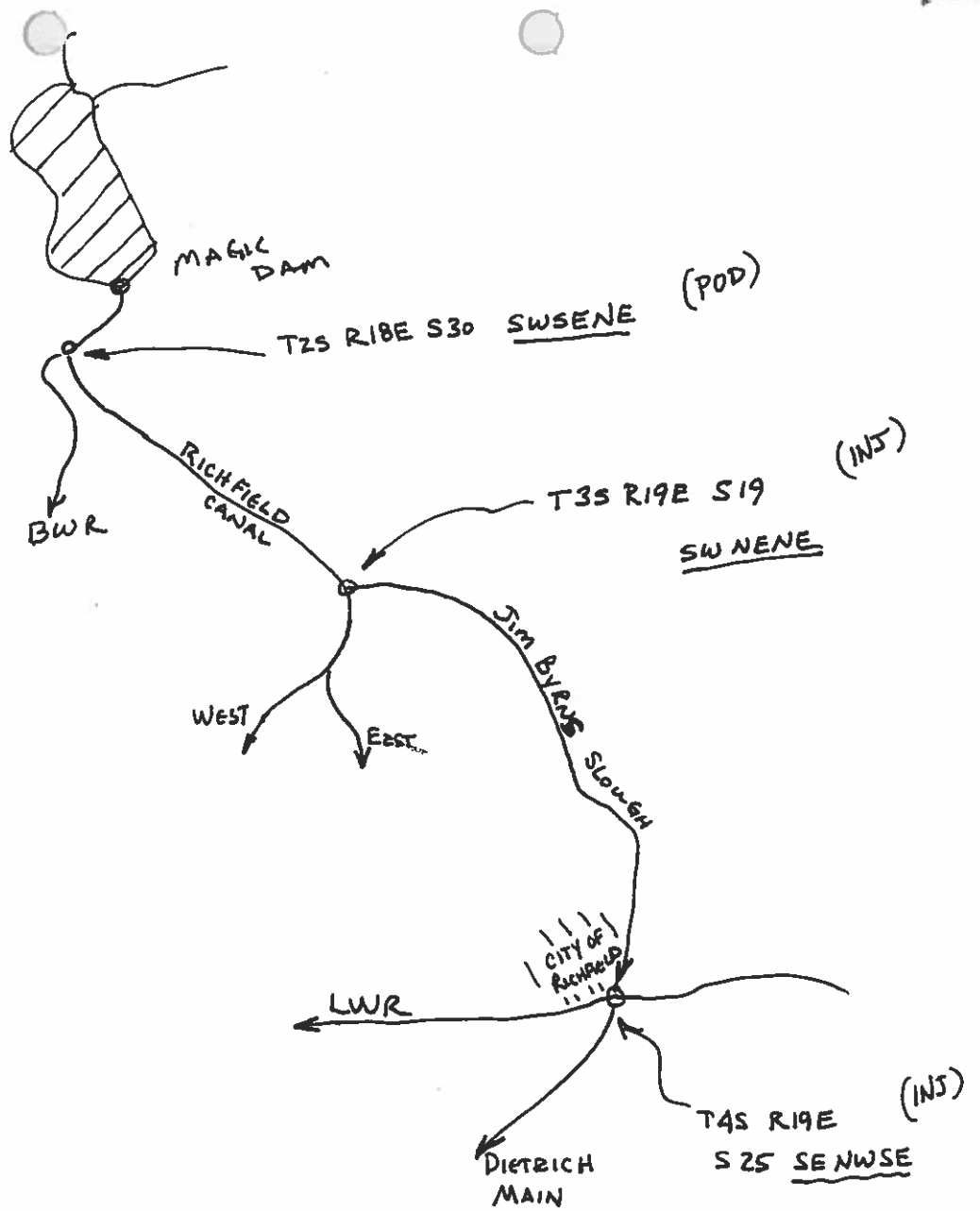
Brown #62

74.1 ac.

TSS RIBE
R19E

Alled Gells
@ Exom
4-23-03

GIS = 103.9 ac
104.6
ac Revised = 128.4 ac
37-59 H
4/2/03
sec



37-59H

37-59H 37-107
draft
T5S, R18E & R19E
11-05-02 scc

AA24

Brown
#62

POD

(GIS
30.9
AC)

12 7

13 18

BLM

2.0

out

24

25

40

25

claim acres = 116

37-59 REVIEW/SPLITS

11/4/02
SCC

Bas	Seq	Suff	Bas	Statu	Right ID	Priority	Dat	Rate(c	Volume	Source	Water	Owner(s)	Version	Source Ta	App.ID
37	59		Decr	Active	234414	1899-05-27	2.3			BIG WOO	IRRI	ARKOOSH, BILL (Current);		wrAdjudicationClaim	
37	59	A	Decr	Active	234415	1899-05-27	4.66		692	BIG WOO	IRRI	ANCHUSTEGUI, ALEX (Cu		wrAdjudicationClaim	
37	59	B	Decr	Active	234416	1899-05-27	4.16			BIG WOO	IRRI	TABER, DONALD (Current)		wrAdjudicationClaim	
37	59	C	Decr	Active	234417	1899-05-27	3.58		642	LITTLE W	IRRI	DINGES, RICHARD A (Curr		wrAdjudicationClaim	
37	59	D	Decr	Active	234418	1899-05-27	0.38			BIG WOO	IRRI	BRYANT III, ERNESTATE /		wrAdjudicationClaim	
37	59	G	Decr	Active	234419	1899-05-27	1			LITTLE W	IRRI	NEWELL, CHARLES E (Cu		wrAdjudicationClaim	
37	59	H	Decr	Active	234420	1899-05-27	2.88			BIG WOO	IRRI	THORNTON, LARRY (Cur		wrAdjudicationClaim	
37	59	I	Decr	Active	234421	1899-05-27	0.32			LITTLE W	IRRI	PRICE, SANDRA (Current);		wrAdjudicationClaim	
37	59	J	Decr	Active	234422	1899-05-27	0.23			LITTLE W	IRRI	MC DADE, ERNESTATE J		wrAdjudicationClaim	
37	59	K	Decr	Active	282299	1899-05-27	21.76		872	BIG WOO	IRRI	STIMPSON, DON F (Curre		wrAdjudicationClaim	
37	59	A	Decr	Active	346578	1899-05-27	4.66		692	BIG WOO	IRRI	ANCHUST		1 wrAdjudicationRecommendation	
37	59	K	Decr	Active	346552	1899-05-27	21.76		872	BIG WOO	IRRI	STIMPSON		1 wrAdjudicationRecommendation	
37	59	B	Decr	Active	36644	1899-05-27	4.16			BIG WOO	IRRI	TABER, DONALD (Current)		wrWaterRight	
37	59	D	Decr	Active	36646	1899-05-27	0.38			BIG WOO	IRRI	BRYANT III, ERNESTATE /		wrWaterRight	
37	59	F	Decr	Active	36648	1899-05-27	21.76		872	BIG WOO	IRRI	STIMPSON, DON F (Curre		wrWaterRight	
37	59	G	Decr	Active	36649	1899-05-27	161			BIG WOO	IRRI	COTTONWOOD CANAL C		wrWaterRight	
37	59	H	Decr	Active	36650	1899-05-27	4.66		692	BIG WOO	IRRI	ANCHUSTEGUI, ALEX (Cu		wrWaterRight	
37	59	K		Active	346552	1899-05-27	21.76		872	BIG WOO	IRRI	IRRIGATION		xrFromAdj	70080
37	59	K		Active	561456	1899-05-27	21.76		872	BIG WOO	IRRI	IRRIGATION		xrToAdjCla	70080

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-59G

WATER RIGHT NUMBER: 37-59G

Owner Type Name and Address
Current Owner COTTONWOOD CANAL CO
OAKLEY, ID

Priority Date: 05/27/1899

Basis: Decreed

Status: Active

Source Tributary
BIG WOOD RIVER MALAD RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	/ to /	161.040 CFS	

Total Diversion: 161.040 CFS

Location of Point(s) of Diversion

BIG WOOD RIVER NE1/4SE1/4 Sec. 30, Twp 02S, Rge 18E, B.M.
BLAINE County

Place of UseConditions of Approval:Remarks:

- General TRANS. 156 & UNRECORDED TRANS. TO BIG WOOD CANAL CO.
RT. OWNED BY VARIOUS INDIVIDUALS FOR USE ON UNKNOWN LANDS.
SEE WATER RIGHT FILE.
RT. SUBJECT TO 27% CONVEYANCE LOSS WHEN REDIV. FROM LITTLE WOOD RIVER.
REDIV. IS UNDER CONTROL OF DIST. 37M WATERMASTER.

Comments:

- SKAGGS 3/23/1994 TRANSFER NO. 4172
Comment: Transfer No. 4172 was filed to add a point of diversion under Right No. 37-00321 and points of rediversion under a part of Right No. 37-00059E, splitting the right into parts G and H. The diversion system under 37-00059H and the common place of use are defined thru the transfer.

Dates and Other Information:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-59G

Dates and Other Information:

Licensed Date:

Decreed Date: 12/13/1909

Water Supply Bank Enrollment Accepted:

Water Supply Bank Enrollment Removed:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

State or Federal:

Owner Name Connector:

Water District Number: 37

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Decree Defendant: Alturas Water Co, et al

Decree Plaintiff: S C Frost, et al

Civil Case Number:

Judicial District: Fourth District

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False