

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 72-16279B

WATER RIGHT NUMBER: 72-16279B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JOSE DITCH CO INC PO BOX 274 CHALLIS, ID 83226 (208)879-5696
Original Owner	R SCOTT FARR BOX 64 CHALLIS, ID 83226 (208)879-2203
Original Owner	SHELDA K FARR BOX 64 CHALLIS, ID 83226 (208)879-2203
Directors Report Owner	LYNN MORTIER PO BOX 798 CHALLIS, ID 83226 (208)879-5064

Priority Date: 12/11/1888

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	0.810 CFS	
<u>Total Diversion:</u>		0.810 CFS	

Location of Point(s) of Diversion

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

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14N	19E	34											5.0	4.0					9.0

Total Acres: 9

Conditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 72-16279B

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

Remarks:

1. Explanatory WATER IS DELIVERED THROUGH JOSE DITCH.
THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 72-04055A, 72-04144B, 72-04080A, 72-04080B, 72-04080C, 72-04080D, 72-04080E, 72-04080G, 72-04080K, 72-04080L, 72-04080M, 72-04080N, 72-04144A, 72-10505 & 72-16279A.

Dates and Other Information:

Decreed Date: 12/1/2000
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number: 39576
Judicial District: FIFTH
Notice of Error Flag: NONE RECEIVED
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

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

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

RECEIVED
FEB 25 2002
 Department of Water Resources
 Southern Region

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
See exhibit A attached		None			

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

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

6.

None

If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7.

Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Cliff M. Hansen
Cliff M. Hansen - President
for the Jose Ditch Company, Inc.

See attached Idaho Annual Report Form

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

For Office Use Only

Received by _____	Date _____	Fee _____
Receipted by <u>[Signature]</u>	Date _____	Receipt No. _____
Processed by <u>[Signature]</u>	Date _____	WR _____ Date _____



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

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

IDAHO ANNUAL REPORT FORM

C 127416

RETURN SERVICE REQUESTED

THIS IS THE ONLY NOTICE YOU WILL RECEIVE

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

AUP 1 83226



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

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

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

Organized Under the Laws of:

IDAHO
C 127416

6.

Signature

Date 12/18/2001

Name (Typed or Printed)

Sharlene H. Miller

Title Secretary

Issued 12/03/2001

Do Not Tape or Staple

Fold, seal and mail this portion.

724

C

Mailed 12-19-2001
PM

ASSIGNMENT

LYNN BLAIR HENGST formerly known as Lynn Mortier (hereinafter collectively referred to as "Assignor"), herein assigns all of her right, title and interest in and to Water Right No. 72-16279B to JOSE DITCH COMPANY, INC an Idaho non-profit irrigation corporation (hereinafter referred to as "Assignee") in consideration of the receipt of 40.5 shares of stock in Jose Ditch Company, Inc.. Said Water Right No. 72-16279B is fully described on Exhibit "A" attached hereto and made a part of this Assignment by reference.

DATED this 27 day of December, 2001.

"ASSIGNOR"

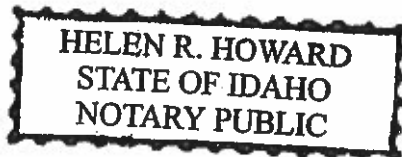
Lynn Blair Hengst
LYNN BLAIR HENGST

STATE OF IDAHO

County of Custer)
) ss,
)

On this 27 day of Dec, 2001, before me, a Notary Public for said County and State, personally appeared LYNN BLAIR HENGST, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same

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



Helen R. Howard
NOTARY PUBLIC FOR IDAHO
Residing at: Challis
My commission expires: 3/20/04

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: APR-18-2000
PAGE: A-26

RIGHT NUMBER: 72-16279B

NAME & ADDRESS: LYNN MORTIER
PO BOX 798
CHALLIS ID 83226

SOURCE: SALMON RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 0.81 CFS X 50 = 40.5 shares

PRIORITY DATE: 12/11/1888

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

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION	04-01 10-31	0.81 CFS

PLACE OF USE:	IRRIGATION	Within CUSTER County
	T14N R19E S34	SWSW 5 SESW 4
	9 ACRES TOTAL	

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

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

WATER RIGHT NO.	SOURCE
NONE	NONE

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

WATER RIGHT NO.	SOURCE
NONE	NONE

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

WATER IS DELIVERED THROUGH JOSE DITCH.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 72-04055A, 72-04144B, 72-04080A, 72-04080B, 72-04080C, 72-04080D, 72-04080E, 72-04080G, 72-04080K, 72-04080L, 72-04080M, 72-04080N, 72-04144A, 72-10505 & 72-16279A.

JOSE Ditch RIGHTS

Basin	Sequence	Split	Basis	Status	Priority	Date	Diversion	Source	List	Water Use	Li	Owner	List	Ver	Source	Table	Application
72	4080	A8	Beneficial Use	Active	1888-12-11		0.1	SALMON RIVRRIGATION	PIVA, JANETTE	(Current)	Adjudication	Claim					
72	4055	A	Beneficial Use	Active	1888-12-11		1.9	SALMON RIVRRIGATION	FUNCK, ELAINE L	1	wr	Adjudication	Recommendation				
72	4080	B	Beneficial Use	Active	1888-12-11		0.36	SALMON RIVRRIGATION	LEUZINGER, RIC	1	wr	Adjudication	Recommendation				
72	4080	C	Beneficial Use	Active	1888-12-11		4.18	SALMON RIVRRIGATION	MC GOWAN, THO	1	wr	Adjudication	Recommendation				
72	4080	E	Beneficial Use	Active	1888-12-11		1.37	SALMON RIVRRIGATION	SAVAGE, BILL N	1	wr	Adjudication	Recommendation				
72	4080	G	Beneficial Use	Active	1888-12-11		0.04	SALMON RIVRRIGATION	SEVERE, CLAYTO	1	wr	Adjudication	Recommendation				
72	4080	J	Beneficial Use	Active	1888-12-11		0.2	SALMON RIVRRIGATION	CORGATELLI, EL	1	wr	Adjudication	Recommendation				
72	4080	K	Beneficial Use	Active	1888-12-11		1.75	SALMON RIVRRIGATION	COOK, ROBERTA	1	wr	Adjudication	Recommendation				
72	4080	L	Beneficial Use	Active	1888-12-11		0.39	SALMON RIVRRIGATION	KUDER, DAN R (C	1	wr	Adjudication	Recommendation				
72	4080	M	Beneficial Use	Active	1888-12-11		0.5	SALMON RIVRRIGATION	WARNECKE, CHA	1	wr	Adjudication	Recommendation				
72	4080	N	Beneficial Use	Active	1888-12-11		0.51	SALMON RIVRRIGATION	OUELLET, BERN	1	wr	Adjudication	Recommendation				
72	4080	P	Beneficial Use	Active	1888-12-11		0.43	SALMON RIVRRIGATION	RUKAVINA, MIKE	1	wr	Adjudication	Recommendation				
72	4080	Q	Beneficial Use	Active	1888-12-11		0.4	SALMON RIVRRIGATION	RUKAVINA, MIKE	1	wr	Adjudication	Recommendation				
72	4080	S	Beneficial Use	Active	1888-12-11		0.18	SALMON RIVRRIGATION	PETERSON, L DE	1	wr	Adjudication	Recommendation				
72	4080	T	Beneficial Use	Active	1888-12-11		0.08	SALMON RIVRRIGATION	BABB, CHARLES	1	wr	Adjudication	Recommendation				
72	4080	V	Beneficial Use	Active	1888-12-11		0.37	SALMON RIVRRIGATION	SARRELS, JESSI	1	wr	Adjudication	Recommendation				
72	4080	X	Beneficial Use	Active	1888-12-11		0.31	SALMON RIVRRIGATION	ROYCE, STANLE	1	wr	Adjudication	Recommendation				
72	16279	A	Beneficial Use	Active	1888-12-11		12.79	SALMON RIVRRIGATION	HANSEN, CLIFF (	2	wr	Adjudication	Recommendation				
72	16279	B	Beneficial Use	Active	1888-12-11		0.81	SALMON RIVRRIGATION	MORTIER, LYNN	1	wr	Adjudication	Recommendation				
72	4080	U	Decreed	Active	1888-12-11		0.53	SALMON RIVRRIGATION	CORGATELLI, ELLEN	wr	Water Right						
72	4144	G	Beneficial Use	Active	4/1/1920		1.44	SALMON RIVRRIGATION	CHESTER, JOE (	3	wr	Adjudication	Recommendation				
72	4144	A	Beneficial Use		4/1/1920		0.85	SALMON RIVRRIGATION	LAVERY, CLADY	3	wr	Adjudication	Recommendation				
72	10586		Beneficial Use	Active	10/27/1965		0.8	SALMON RIVFISH PROP	FISH & GAME (Also Known As), STATE OF IDAHO (Current Owner)								
					total =		30.29										

Note:
this is
A Late
Claim

Phone 186 971-5150
Steve Wilson

Post-it® Fax Note 7671

To: Sharlene Miller	Date: 10-25-01	# of pages: 1
Co./Dept.	From: Steve Clelland	
Phone #	Cc.	
Fax #	Phone #	
	Fax #	

Jose Ditch
879-2020

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

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A72-04055E
Date Received: 11/29/1989
Receipt No: X777777
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: LYNN MORTIER 208-879-5064
Address: PO BOX 798
CHALLIS ID 83226

2. Date of Priority: APR 15, 1885

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
13N	19E	3	SW	NW	SW	R	CUSTER
		16	SW	NE	NE	I	CUSTER

5. Description of diverting works:
DITCH, GRAVITY IRRIGATION SYSTEM, WATER FROM LEATON/HAMMOND DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/30	0.400		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
14N	19E	34	SW	SW		IRR	5.0
			SE	SW		IRR	4.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	9.0
					Total Acres	9.0

11. Place of use in counties: CUSTER

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS CLAIM REPRESENTS A PORTION OF CLAIM 72-04055. THIS CLAIM IS BASED UPON INFORMATION IN THE ABSRACT FOR THIS PROPERTY. THIS RIGHT WAS SPLIT BETWEEN J. HAMMOND AND S. FARR.

CHANGE OF OWNERSHIP 11-13-90 SCC

AMENDMENT NOTES

ADDED 24 ACRES TO POU FOR ADDITIONAL LAND PURCHASED AND EVIDENCED BY THE SPECIAL WARRANTY DEED FROM CYPRUS MINES CORP. CYPRUS MAY HAVE ALSO CLAIMED THIS AMENDED PORTION UNDER PART 'C' OF THIS WR. RESULTS IN ADDING 0.96 CFS TO DIVERSION RATE.

A72-04055B WAS SPLIT BY CHANGE OF OWNERSHIP 3/31/98 SCC.
SEE NOS. A72-04055D & A72-04055E.

15. Basis of Claim: STATUTORY CLAIM

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

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



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

APRIL 1, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

LYNN S MORTIER
PO BOX 798
CHALLIS ID 83226

RE: CHANGE OF OWNERSHIP SRBA CLAIM NO. A72-04055B

DEAR MRS. MORTIER,

Pursuant to your request for a change in ownership and/or the notification that you presently own the property in which the above-referenced adjudication claim(s) is appurtenant, the department has changed the record of the current owners as you requested. This change of ownership also resulted in a split of the water right claims as shown on the enclosures. Please find enclosed a copy of your adjudication claims, as they now appear in our records.

Please refer to the these SRBA claim numbers in future correspondence: A72-04055E or R72-16279B

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

Sincerely,

A handwritten signature in cursive script, appearing to read 'Steve Clelland'.

STEVE CLELLAND
Sr. Water Resource Agent

ENC:



IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
222 SHOSHONE ST E
TWIN FALLS ID 83301
(208) 736-3033

FEB 04 1998

PHILIP E BATT
GOVERNOR

KARL J DREHER
DIRECTOR

Department of Water Resources
Southern Region

CHANGE IN ADDRESS OF THE NOTICE OF CLAIM
IN THE SNAKE RIVER BASIN ADJUDICATION

☐ Water Right Number(s): 72-10137 (ALL) decreed

AJ2-04055B (PART)

☐ Old Mailing Address:

LYNN MORTIER

☐ New Mailing Address:

LYNN MORTIER

P.O. BOX 798

CHALLIS, ID 83226

☐ New Telephone Number: (208) 879-5064

☐ Signature of Claimant(s):

Lynn S. Mortier

Date:

2/2/98

FOR IDWR USE ONLY

Initial Review and Data Entry

Date: By:

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data Entry

Date: By:

RECEIVED



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

AUG 27 1996

DATE OF CLOSING: _____

Department of Water Resources
Southern Region

LEGAL DESCRIPTION OF PROPERTY: Township 14N Range 19E
Section 34, SESW 1/4 of SWSW 1/4 of _____, 1/4 Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

- [] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- [] Water Right Number(s) Assigned by IDWR: A72-4055B
- [] Name and Address of Former Owner/Claimant(s)(Seller): Mark + Rose Harris
Box 730
Challis, ID 83226
- [] New Owner/Claimant (Purchaser): _____
- [] New Mailing Address: Gerald + Lynn Mortier
HC 63 Box 1703
Challis, ID 83226
- [] New Telephone Number: (208) 879-5064

- [] Does the change in ownership result in a splitting of the water right owned/claimed? yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
The splitting of the 45 shares that went
to Mark + Rose Harris needs to transfer
to Gerald + Lynn Mortier

- [] Attach proof of ownership, describe proof attached: Deed of Trust # 0211687

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- [] Signature of New Owner/Claimant(s) _____ Date _____

Date _____
- [] Signature of Former Owner/Claimant(s): _____ Date _____

Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: _____ By: _____
Further Action Needed:

Further Action Taken
Date: _____ By: _____
Final Review and Data-Entry
Date: 4/1/98 By: SW
Claim Numbers of Split, if any:

Deeds # 0211680, 211686, 211687 convey Parcel "A"
& PARCEL "B" AS SHOWN ON RECORD OF SURVEY MAP

CLAIM CONVEYED IS SPLIT:
A72-4055E

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

RECEIVED



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

AUG 27 1996

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

Department of Water Resources
Southern Region

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 14N Range 19E
Section 34, SESW 1/4 of SWSW 1/4 of _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

- [] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- [] Water Right Number(s)
Assigned by IDWR: A72-4055B
- [] Name and Address of Former Owner/Claimant(s)(Seller): Cliff Hansen - Kenneth + Eilene Stark
HC 63 Box 1777
Challis, ID 83226
- [] New Owner/Claimant (Purchaser): _____
- [] New Mailing Address: Mark + Rose Harris
Box 730
Challis, ID 83226
- [] New Telephone Number: () _____
- [] Does the change in ownership result in a splitting of the water right owned/claimed? yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
45 shares go to Mark + Rose Harris
balance of 296 stay with Cliff Hansen.

Attach proof of
ownership, describe
proof attached:

warranty deed # 208279

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- [] Signature of New Owner/Claimant(s) _____ Date _____
_____ Date _____
- [] Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed: _____

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: 4/1/96 By: scu

Claim Numbers of Split, if any: _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

Deed describes parcel "B" on Record of Survey.
Shows 10.0 Acres

Claim Split: -4055D -4055E
Hansen/Stark Harris/Morton

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

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

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

1. Water Right Number(s) A-72-10137(ail) A72-04005B(part-see attach)
Adjudication Claim Number(s) 72-04055(portion)

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

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Cliff Hanseng Kenneth Stark
HC 63 Box 1777 Challis ID 83226

4. New Owner/Claimant(s) Lynn Mortier
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address Box 730
City, State and ZIP Code Challis ID, 83226
New Telephone Number (208) 879-2211

5. Date you acquired the property Aug 13, 1996

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

Number of acres actually irrigated 10 Number and type of stock varies

Diversion rate in CFS Number of homes 0 Other uses
cubic feet per second

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

7. Signature of New Owner/Claimant(s) Lynn S. Mortier Date 7/31/97
Date

(Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

PLEASE SIGN & DATE

Copy to HARRIS

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

CIVIL CASE NUMBER: 39576

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

Ident. Number: A72-04055B
Date Received: 11/29/1989
Receipt No: M005276
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: CLIFF HANSEN
Address: HC 63 BOX 1777
CHALLIS ID 83226
- AND
Name: KENNETH J STARK
Address: HC 63 BOX 1777
CHALLIS ID 83226
- AND
Name: EILENE C STARK
Address: HC 63 BOX 1777
CHALLIS ID 83226

2. Date of Priority: APR 15, 1885

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
13N	19E	3	SW	NW	SW	R	CUSTER
		16	SW	NE	NE	I	CUSTER

5. Description of diverting works:
DITCH, GRAVITY IRRIGATION SYSTEM, WATER FROM LEATON/HAMMOND DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/30	7.270		

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

A.F.A. See pg. 3.

8. Total consumptive use is

410.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
13N	19E	3	NW	NE		IRR	24.0
			NE	NW		IRR	40.0
			NW	NW		IRR	27.0
			SW	NW		IRR	2.0
						Section Acres	93.0
14N	19E	34	NE	SW		IRR	23.0
			SW	SW		IRR	8.0
			SE	SW		IRR	40.0
						Section Acres	71.0
						Total Acres	164.0

11. Place of use in counties: CUSTER

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS CLAIM REPRESENTS A PORTION OF CLAIM 72-04055. THIS CLAIM IS BASED UPON INFORMATION IN THE ABSRACT FOR THIS PROPERTY. THIS RIGHT WAS SPLIT BETWEEN J. HAMMOND AND S. FARR.

CHANGE OF OWNERSHIP 11-13-90 SCC

AMENDMENT NOTES

ADDED 24 ACRES TO POU FOR ADDITIONAL LAND PURCHASED AND EVIDENCED BY THE SPECIAL WARRANTY DEED FROM CYPRUS MINES CORP. CYPRUS MAY HAVE ALSO CLAIMED THIS AMENDED PORTION UNDER PART 'C' OF THIS WR. RESULTS IN ADDING 0.96 CFS TO DIVERSION RATE.

15. Basis of Claim: BENEFICIAL USE



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 14 N Range 11 E
Section 34 SE SW 1/4 of SW 1/4 of _____ 1/4 Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____.
If you have additional legal descriptions, please attach separate sheet.

- [] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- [] Water Right Number(s)
Assigned by IDWR: A 72-4055 B
- [] Name and Address of Former Owner/Claimant(s)(Seller):
1 pool & 4 well & 1000
HC 103 Box 1703
Challis, ID 83226
- [] New Owner/Claimant (Purchaser):
Cliff Harrison-Johnston & Elaine C. Stark
- [] New Mailing Address:
HC 103 Box 1777
Challis, ID 83226
- [] New Telephone Number: () _____ - _____
- [] Does the change in ownership result in a splitting of the water right owned/claimed? yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
45 shares go to Cliff & Rose Harrison
296 go to Elaine C. Stark

☒ Attach proof of ownership, describe proof attached: NOTICE OF LAND SALE *all water on land shown was purchased by Stark-Harrison*

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

[] Signature of New Owner/Claimant(s): _____ Date 10/31/94
[] Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

*Harrison
Adrian
Bunker*

FOR IDWR USE ONLY:

Initial Review and Data-Entry
Date: 2-13-95 By: SA

Further Action Needed:
*** TRANSFER REQUIRED**
Further Action Taken: SEE LETTER

Date: _____ By: _____

Final Review and Data-Entry
Date: _____ By: _____

Claim Numbers of Split, if any: _____

P.1 of 2

(Signature of former claimant(s) is not required if proof of ownership is attached.)

45 + 296 = 341 shares *Share unknown 7.95*

45/341 x 100 = 0.13% x 7.27 cfs = 0.945 cfs

296/341 x 100 = 87% x 7.27 cfs = 6.32 cfs

Original to be mailed to Idaho Department of Water Resources 7.27 cfs
Copies to Former Owner and New Owner

* Calculated percentage of Right.

hereinafter referred to as

and

MARK HARRIS and ROSE HARRIS
Husband and Wife,
3125 Angus Drive
Prescott, Arizona 86301
hereinafter referred to as "BUYERS"

Hansen/
Harris

DATED: October 31, 1994.

For and in consideration of the mutual terms and conditions contained herein, Sellers agree to sell to Buyers and Buyers agree to purchase from Sellers all of the real property, commonly known as a portion of the HANSEN/STARK RANCH, located in Custer County, Idaho, more particularly described as follows:

A parcel of land located in the SW $\frac{1}{4}$, Section 34, Township 14 North, Range 19 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Section 34, run thence North 73° 17' 10" East, a distance of 1114.40 feet to the Point Of Beginning;

Thence North 15° 43' 43" East, a distance of 37.90 feet;
Thence North 00° 20' 10" West, a distance of 639.58 feet;
Thence South 89° 45' 46" West, a distance of 137.75 feet;
Thence North 45° 17' 54" East, a distance of 566.21 feet, to a point on the Easterly boundary of the W $\frac{1}{2}$ SW $\frac{1}{4}$;
Thence South 00° 39' 11" West, along said boundary a distance of 19.81 feet;
Thence North 45° 17' 43" East, a distance of 82.68 feet;
Thence South 15° 54' 26" East, a distance of 551.97 feet;
Thence South 04° 03' 32" West, a distance of 372.65 feet;
Thence South 07° 22' 20" West, a distance of 209.52 feet;
Thence South 89° 45' 48" West, a distance of 427.79 feet to the Point of Beginning.

PARCEL contains 10 Acres.

TOGETHER WITH all improvements located thereon or appurtenant thereto and all water rights appurtenant thereto;

TOGETHER WITH all water and water rights, ditch and ditch rights appurtenant thereto.



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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

MARCH 10, 1997

WAY OUT WEST REALTY
ATTN: ANN
PO BOX 730
CHALLIS ID 83226

RE: OWNERSHIP CHANGE FOR MORTIER
(A72-04005B & A72-10137)

DEAR ANN:

I FIRST MUST APOLOGIZE FOR THE DELAY IN REVIEWING THIS OWNERSHIP CHANGE. I DO, HOWEVER, NEED TO HAVE ADDITIONAL INFORMATION REGARDING THIS CHANGE.

IN THE FIRST OWNERSHIP CHANGE GOING FROM STARK AND HANSEN TO HARRIS, I NEED TO KNOW THE FOLLOWING THINGS. DOES ALL THE PROPERTY IN SECTION 34 GO TO HARRIS AND PROPERTY IN SECTION 3 STAY WITH STARK AND HANSEN? I NEED TO KNOW HOW MANY INCHES OR CFS IS IN 45 SHARES OF WATER. I ALSO NEED TO HAVE THE HARRISES' SIGNATURE(S) ON THE FIRST CHANGE.

ON THE SECOND OWNERSHIP CHANGE, I NEED TO HAVE A NOTARIZED DEED GOING FROM HARRIS TO MORTIER; SUCH AS A WARRANTY DEED. I WOULD ALSO NEED TO CLARIFY THE "AND" OR THE "AND/OR" CONNECTOR. LYNN MORTIER SIGNED THE OWNERSHIP CHANGE ALONE BUT HAD PUT BOTH GLENN AND LYNN MORTIER AS OWNERS. IF IT IS TO BE A SINGLE SIGNATURE, MARK "AND/OR". IF YOU WANT THE "AND" CONNECTOR, I NEED BOTH SIGNATURES.

I AM ENCLOSING PROFILE REPORTS OF THE CLAIMS AND A NEW OWNERSHIP CHANGE FORM. IF YOU HAVE ANY QUESTIONS, PLEASE CALL ME AT THIS OFFICE.

SSINCERELY,

A handwritten signature in cursive script that reads 'Tara L. Backlund'.

TARA L. BACKLUND
RECORDS CLERK

ENCLOSURES

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 JEANIE M ROBERTSON

DATE

CUSTOMER

November 18, 1996 4:08pm ANNA - WAY OUT WEST REALTY A72-04055B
A72-10137

SUBJECT: OWNERSHIP CHANGE STATUS???

phone call (X) walk-in (.)

Said she had sent in ownership change forms for these two claims a couple of months ago and wondered if the changes had been made yet? I found nothing on the data base so I checked with Trish. The forms were received in late August but the changes haven't been completed. A72-10137 seems to be okay, but there may be some problems with A72-04055B. Specifically, the form wasn't signed by the new owners and we don't know what was meant by the "shares" mentioned in the form??? Told Anna that Trish or someone would try to get to it soon and if we needed more clarification or information, we would be in touch with her. Also told her we may send one of our new forms to fill out which requires a map be included...

A PARCEL OF LAND LOCATED IN THE SW4, SECTION 34, TOWNSHIP 14 NORTH, RANGE 19 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34, RUN THENCE NORTH 89 DEGREES 45' 48" EAST, A DISTANCE OF 540.61 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 28 DEGREES 28' 56" EAST, A DISTANCE OF 312.01 FEET;

THENCE NORTH 13 DEGREES 15' 04" WEST, A DISTANCE OF 481.01 FEET;

THENCE NORTH 55 DEGREES 16' 57" EAST, A DISTANCE OF 410.01 FEET;

THENCE NORTH 45 DEGREES 17' 54" EAST, A DISTANCE OF 18.80 FEET;

THENCE NORTH 89 DEGREES 45' 46" EAST, A DISTANCE OF 137.75 FEET;

THENCE SOUTH 00 DEGREES 20' 10" EAST, A DISTANCE OF 639.58 FEET;

THENCE SOUTH 15 DEGREES 43' 43" WEST, A DISTANCE OF 366.66 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID SECTION 34; THENCE SOUTH 89 DEGREES 45' 48" WEST, ALONG SAID BOUNDARY A DISTANCE OF 437.60 FEET TO THE POINT OF BEGINNING.

ALSO:

A PARCEL OF LAND LOCATED IN THE SW4, SECTION 34, TOWNSHIP 14 NORTH, RANGE 19 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34, RUN THENCE NORTH 73 DEGREES 17' 10" EAST, A DISTANCE OF 1114.40 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 15 DEGREES 43' 43" EAST, A DISTANCE OF 37.90 FEET;

THENCE NORTH 00 DEGREES 20' 10" WEST, A DISTANCE OF 639.58 FEET;

THENCE SOUTH 89 DEGREES 45' 46" WEST, A DISTANCE OF 137.75 FEET;

THENCE NORTH 45 DEGREES 17' 54" EAST, A DISTANCE OF 566.21 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF THE W1/2, SW1/4 THENCE SOUTH 00 DEGREES 39' 11" WEST, ALONG SAID BOUNDARY A DISTANCE OF 19.81 FEET;

THENCE NORTH 45 DEGREES 17' 43" EAST, A DISTANCE OF 82.68 FEET;

THENCE SOUTH 15 DEGREES 54' 26" EAST, A DISTANCE OF 551.97 FEET;

THENCE SOUTH 04 DEGREES 03' 32" WEST, A DISTANCE OF 372.65 FEET;

THENCE SOUTH 07 DEGREES 22' 20" WEST, A DISTANCE OF 209.52 FEET; THENCE SOUTH 89 DEGREES 45' 48" WEST, A DISTANCE OF 427.79 FEET TO THE POINT OF BEGINNING.

whose address is HC 63, BOX 1703 CHALLIS, ID 83226
The Alliance Title & Escrow Corp., herein called TRUSTEE, and NOEL ROBINS AND RUTH ROBINS, husband
and wife

herein called GRANTOR,
whose address is 3071 DUCHMAN DRIVE SANTA CLARA, UT 84765
herein called BENEFICIARY
WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH
POWER OF SALE, that property in the County of LEMHI, State of Idaho, described as
follows, and containing not more than twenty acres:

SEE ATTACHED EXHIBIT "A"

COPY

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

for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of
Dollars, (\$ 50,000.00).

final payment due AUGUST 8, 2006
and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either
of them, which record owner of present interest hereunder, together with interest on all such advances, shall be equal with the
liabilities and as continuing security until paid in full all such advances together with interest thereon.

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

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

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

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

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

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of ex-
penditure at the rate of interest specified in the above described promissory note.

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

B. It is mutually agreed that:

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

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due
of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this
Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee
may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any
extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee
for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in
any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such
reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these
Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any in-
debtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and
payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court,
and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part
thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs
and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary
may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as
aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

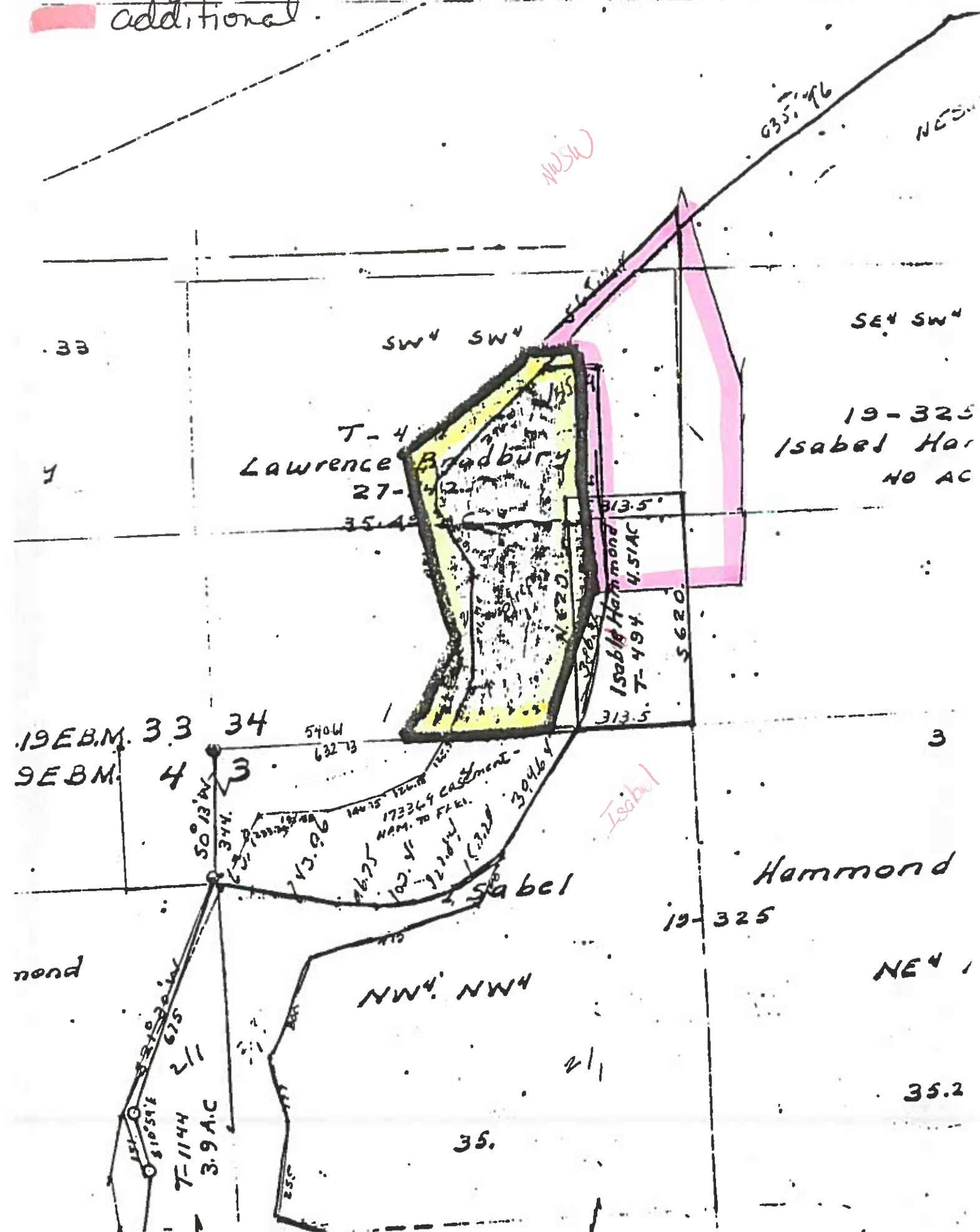
6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby
shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to ex-
ecute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall
cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

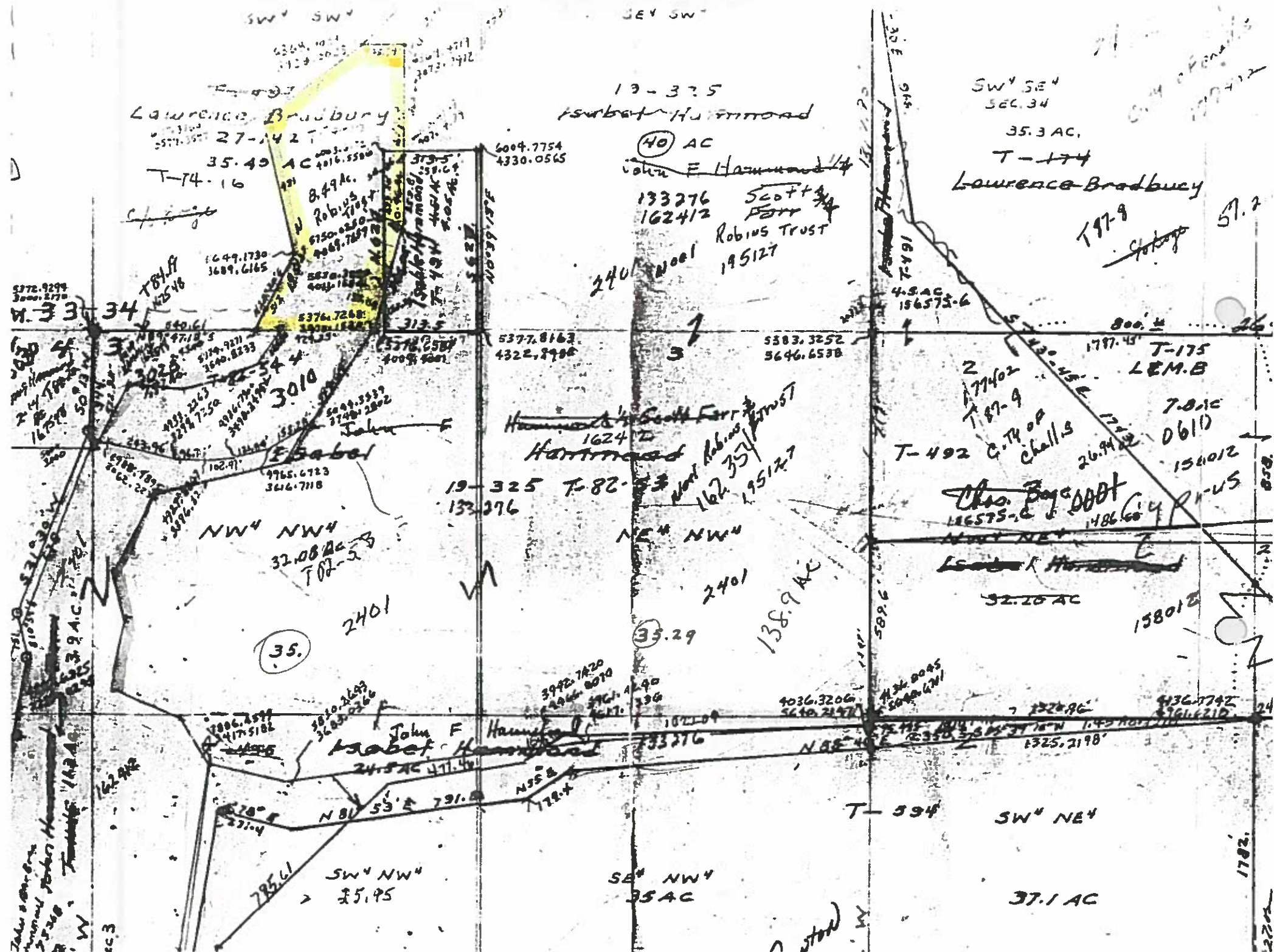
LYNN S. MORTIER

211687
Alliance Title
2:00 PM
8-16-96
Barbara C. Breedlove
900

ALLIANCE

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.





REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS ON THE REVERSE SIDE
AND ANY ATTACHMENTS, CAREFULLY BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

1. AGENCY DISCLOSURE. At the time of signing this agreement the agent working with the buyer represented The Seller
and the agent working with the seller represented The Seller. Each party signing this document confirms that prior written
disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure
previously received.

Listing Agency Robie Real Estate MLS# _____ Selling Agency Robie Real Estate MLS# _____
Listing Agent Name S.K. Hill MLS# _____ Selling Agent Name S.K. Hill MLS# _____
Phone # 208-879-2211 Phone # _____

ID# 218982 Mark & Rose Harris
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as
Hansen/Stark Ranch City Challis County Custer ID Zip 83226
Legally described as: To be Surveyed - 10 acres
(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED OR ATTACHED PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert
over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or
incomplete).

2. EARNEST MONEY.

(a) Buyer hereby deposits as Earnest Money and a receipt is hereby acknowledged of Five Hundred dollars
(\$ 500.00) evidenced by:
☐ Cash ☒ Personal Check ☐ Cashier's Check ☐ Note Due ☐ or _____
(b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: ☐ Listing Broker ☒ Selling Broker ☐ Other _____ for
the benefit of the parties hereto, and Erin Robie (broker) shall hold the completely executed broker's copy of this agreement and is
responsible for the closing.
(c) The parties agree that Custer County Title Company shall provide title policy and preliminary report of commitment and the "closing
agency" for this transaction shall be Same. If a long-term escrow / collection is involved, then the escrow holder
shall be N/A.

3. TOTAL PURCHASE PRICE IS Twenty Thousand Dollars DOLLARS

(a) \$ 20,000.00 Payable as follows:
(b) \$ 20,000.00 Cash at closing, including above Earnest Money (Closing costs are additional).
(c) \$ N/A Balance of the purchase price (M.I.P. not included).

4. FINANCING. This agreement is contingent upon the Buyer securing the following financing: ☐ FHA ☐ VA ☐ CONV ☐ HA ☐ FmHA ☐ Assumption of existing loan(s) ☐ Other
(a) New Financing. New loan balance as noted above for a period of _____ years at _____ % per annum. (If FHA or VA loan is sought, read the applicable provisions on the
reverse side hereof) Buyer shall pay no more than _____ points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described
financing but not to exceed _____ points. Any reduction in points shall first accrue to the benefit of the ☐ Buyer ☐ Seller ☐ Divided Equally.
(b) Assumption. Buyer to ASSUME and ☐ will or ☐ will not be required to qualify for an EXISTING LOAN(S) of approximately \$ _____ at no more than _____ % with
monthly payments of approximately \$ _____ including ☐ P ☐ I ☐ T ☐ This agreement ☐ does ☐ does not require Lender to release Seller's liability
Type of loan _____ held by _____

Buyer shall apply for such loan or assumption within three (3) business days after Seller's acceptance of this agreement. If an appraisal is required under Buyer's financing
contingency, premises must appraise at no less than purchase price.

5. OTHER FINANCING, TERMS AND/OR CONDITIONS: Buyer to pay for survey of 10 acres.
Seller to grant 1st right of refusal on balance of tract 82-53 Sec 34
T13N R19E Also some in Sec. 34.

6. ITEMS SPECIFICALLY INCLUDED IN THIS SALE: (if FHA/VA financing is sought see item # 18 on reverse side): Water Rights
for the purchased acreage.

7. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: N/A

8. COSTS PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by
lender, Buyer shall purchase Seller's reserve account if loan assumption. Extended Coverage Title Policy requested ☐ Yes ☒ No. Additional premium paid
by _____ See item # 21 on reverse side.

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

Costs Paid By	Survey Appraisal	Loan Assumpt.	Well Inspect.	Pump/Inspect. Septic	Lender/Code Inspection Fee	Lender/Code Repairs	Contract and/or Document Prep	Tax Service	Closing Escrow Fee	Long Term Escrow Fees	
										Set-up	Annual/Monthly Fees
BUYER	X						X		X		
N/A		X	X	X	X	X					
SELLER								X	X	X	X
SHARE EQUALLY											

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

9. CLOSING. On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall
be no later than October 30, 1994.

10. POSSESSION. Buyer shall be entitled to possession on ☒ closing ☐ other _____. "Closing" means the date on which all documents are either
recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents,
interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of Closing. Buyer shall pay for fuel in tank, amount to be
determined by the supplier at Seller's expense.

11. ACCEPTANCE. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of Verbally agreed 9/20/94
If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

☐ SEE ATTACHED ADDENDUM(S)

12. SIGNATURES

Date Oct 2 Buyer Mark Harris
Buyer _____ (Printed)
Address 3125 Arroyo Dr (Signature)

Date Oct 2 Buyer Rose Harris
Buyer _____ (Printed)
Address 3125 Arroyo Dr. (Signature)



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

January 30, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

Lynn Mortier
P.O. Box 798
Challis, ID 83226

Dear Ms. Mortier:

Please find enclosed a partially completed change of address form, as we discussed during our most recent telephone conversation. Signing, dating, and submitting this form to our office will enable our staff to correctly complete the previously submitted ownership changes for the water rights appurtenant to your property near Challis. I would suggest sending the signed and dated form back to our office to my attention (Corey Skinner).

If you have any questions, feel free to contact me at your convenience.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Corey Skinner'.

Corey Skinner, EIT
Dam Safety Section

Enclosure



WAY OUT WEST REALTY

Residential · Agricultural · Recreational · Commercial

Highway 93 & Main Street

P.O. Box 730

Challis, Idaho 83226

(208) 879-2211 or (208) 879-2270

FAX (208) 879-5258

July 30, 1997

Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380
Attn: Tara Backlund

RECEIVED

AUG 2 1997

Department of
Southern Reg.

Re: Ownership change for Mortier
(A72-04005B & A72-10137)

Dear Tara:

Now it is my turn to apologize for the delay on this. Hopefully we can finish this. Enclosed please find the information you requested.

1. All the property in section 3 stays with Stark/Hansen. Not all the property in section 34 goes to Harris. See inclosed maps.
2. Looking at the figures on the ownership change from Robins to Harris there are .945 cfs in the 45 shares of water, however, the adjudication papers say .070 cfs. Harris' signature is also on these papers.
3. Fax of the noterized deed from Harris to Mortier.
4. The water and the property is to be in Lynn Mortier's name only.

I hope this clears up the problem with this part of the transfer. There is one more thing to straighten out. Robins were the original owners of this ground. They sold all but 9.07 acres and the house to Stark/Hansen. They then sold the 9.07 acres and the house to Harris. Harris then purchased 10 acres from Stark/Hansen. The 45 shares of water went with the 9.07 acres. To my knowledge, no water has been transferred for the 10 acres.

I spoke to Mr. Hansen and he didn't think the transfer had been done either but wants to resolve the problem. He has agreed to 3 inches per acre. I hope all the paperwork is enclosed, if not let me know.

Thank You,

Pam Robins

Sande K. Hill Pam Robins
Broker/Owner GRI

WARRANTY DEED

206279

For Value Received

That I, WILLIAM A. STARK, do hereby grant, bargain, sell and convey unto
MALE HARRIS and JOSE HARRIS, Husband and Wife
1214 West Drive, Prescott, Arizona 86301
the estate in the following described premises, in Custer County Idaho, to wit:

A parcel of land located in the SW $\frac{1}{4}$, Section 34, Township 14 North, Range 19 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Section 34, run thence North 73° 17' 10" East, a distance of 1114.40 feet to the Point Of Beginning;
Thence North 15° 43' 43" East, a distance of 37.90 feet;
Thence North 00° 20' 10" West, a distance of 639.58 feet;
Thence South 89° 45' 46" West, a distance of 137.75 feet;
Thence North 45° 17' 54" East, a distance of 566.21 feet, to a point on the Easterly boundary of the W $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence South 00° 39' 11" West, along said boundary a distance of 19.81 feet;
Thence North 45° 17' 43" East, a distance of 82.68 feet;
Thence South 15° 54' 26" East, a distance of 551.97 feet;
Thence South 04° 03' 32" West, a distance of 172.65 feet;
Thence South 07° 22' 20" West, a distance of 209.52 feet;
Thence South 89° 45' 48" West, a distance of 427.79 feet to the Point of Beginning.

ALSO INCLUDING a Roadway & Pipeline Maintenance Easement attached hereto as Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee s, that they are the owner in fee simple of said premises; that they are free from all incumbrances except the lien for taxes for the current year, any liens and encumbrances of record on this date, and any liens or encumbrances suffered or created by Grantees prior to the date hereof, and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: October 31st, 1994.

Cliff M. Hansen
CLIFF M. HANSEN

Kenny Stark
KENNY STARK
Eilene C. Stark
EILENE C. STARK

STATE OF IDAHO, COUNTY OF

On this 31st day of October, 1994, before me, a notary public in and for said State, personally appeared

CLIFF M. HANSEN, KENNY STARK
and EILENE C. STARK

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Patricia Hinde
Notary Public
Residing at Challis, Idaho
Comm. Expires 2/12/98

STATE OF IDAHO, COUNTY OF Custer

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

at 36 minutes past 4 o'clock P.m.
this 31st day of October, 1994, in my office, and duly recorded in Book of Deeds at page

Ethel M. Peck
Ex-Officio Recorder
By Wanda J. Murphy Deputy.
Fees \$ 6.00
Mail to:

INSTRUMENT NO.

PARCEL "B"

7-78210
0211680

WARRANTY DEED

FOR VALUE RECEIVED, MARK HARRIS and ROSE HARRIS, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto LYNN S. MORTHER, a married woman dealing with her sole and separate property, of P.O. Box 798, Challis, ID 83226, the Grantee, the premises described on Exhibit "A" attached hereto and incorporated herein, located in Custer County, Idaho, SUBJECT TO:

1. Rotational Water Clause contained in the deed dated February 11, 1985, recorded February 22, 1985, as Instrument No. 173169 and amended January 3, 1990, recorded January 4, 1990, as Instrument No. 191027, all records of Custer County, Idaho.
2. Rotational Water Memorandum dated March 12, 1993, by and between Johnny F. Hammond and Barbara Hammond, husband and wife, and Noel Robins and Ruth Robins, husband and wife, recorded March 22, 1993, as Instrument No. 203789, records of Custer County, Idaho.
3. Right of way for a canal as disclosed by Survey recorded December 2, 1991, as Instrument No. 207907, records of Custer County, Idaho.
4. Grantor makes no representations or warranties as to whether or not the boundary lines of said property are accurate, nor any representation as to the number of acres or the number of square feet or frontage contained in the legal description of said property; that said property is being conveyed "AS IS."
5. All water rights transferred hereby are subject to adjudication in the case of In Re the General Adjudication of Right to the Use of Water from the Snake River Basin Water System, Civil Case No. 35970, in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls.
6. The right, title and interest of the public in and to those portions of the above described premises falling within the bounds of roads or highways, dedicated and/or otherwise used by the public, and

211686

subject to all easements and restrictions consistent and pertinent to said highway.

7. Any adverse claim based on the assertion that some portion of said land is unsurveyed lands of the United States.
8. Any adverse claim based on the assertion that some portion of said land is now, or at any time has been within the boundaries of Salmon River or by reason of the fact or claim that any portion or portions thereof have been rendered un-navigable by artificial means, or have accreted to such portions so created.

TO HAVE AND TO HOLD THE SAID PREMISES, WITH THEIR APPURTENANCES, INCLUDING ALL WATER RIGHTS UNTO THE SAID Grantee, her heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: Aug 13, 1996

Mark Harris
Mark Harris

Rose Harris
Rose Harris

WARRANTY DEED

211686

STATE OF COLORADO)
) SS
(County of Deer)

On this 19 day of August, 1996, before me the undersigned, a Notary Public in and for said State, personally appeared MARK HARRIS and ROSE HARRIS, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Donald W. Hennady
Notary Public for Colorado

Residing at 215 Longway Road IVIV
Commission Expires: 10/04/99



211686

Alliance Title

2:00 PM

B-16 56

Barbara C. Ancelet

12¹⁰

EXHIBIT "A"

211-50

A PARCEL OF LAND LOCATED IN THE SW4, SECTION 34, TOWNSHIP 14 NORTH, RANGE 19 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 34, RUN THENCE NORTH 89 DEGREES 45' 48" EAST, A DISTANCE OF 540.01 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 28 DEGREES 28' 58" EAST, A DISTANCE OF 312.01 FEET;

THENCE NORTH 13 DEGREES 15' 04" WEST, A DISTANCE OF 481.01 FEET;

THENCE NORTH 55 DEGREES 16' 57" EAST, A DISTANCE OF 418.01 FEET;

THENCE NORTH 45 DEGREES 17' 54" EAST, A DISTANCE OF 18.50 FEET;

THENCE NORTH 89 DEGREES 45' 48" EAST, A DISTANCE OF 137.75 FEET;

THENCE SOUTH 00 DEGREES 20' 10" EAST, A DISTANCE OF 839.58 FEET;

THENCE SOUTH 15 DEGREES 43' 43" WEST, A DISTANCE OF 386.66 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID SECTION 34;

THENCE SOUTH 89 DEGREES 45' 48" WEST, ALONG SAID BOUNDARY A DISTANCE OF 437.60 FEET TO THE POINT OF BEGINNING.

ALSO:

A PARCEL OF LAND LOCATED IN THE SW4, SECTION 34, TOWNSHIP 14 NORTH, RANGE 19 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 34, RUN THENCE NORTH 73 DEGREES 17' 10" EAST, A DISTANCE OF 1114.40 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 15 DEGREES 43' 43" EAST, A DISTANCE OF 37.50 FEET;

THENCE NORTH 00 DEGREES 20' 10" WEST, A DISTANCE OF 839.58 FEET;

THENCE SOUTH 89 DEGREES 45' 48" WEST, A DISTANCE OF 137.75 FEET;

THENCE NORTH 45 DEGREES 17' 54" EAST, A DISTANCE OF 386.66 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE

SECTION 34; THENCE SOUTH 00 DEGREES 20' 11" WEST, ALONG SAID BOUNDARY A DISTANCE OF 18.51 FEET;

THENCE NORTH 45 DEGREES 17' 54" EAST, A DISTANCE OF 82.50 FEET;

THENCE SOUTH 15 DEGREES 43' 43" EAST, A DISTANCE OF 386.66 FEET;

THENCE SOUTH 04 DEGREES 03' 32" WEST, A DISTANCE OF 572.50 FEET;

THENCE SOUTH 07 DEGREES 22' 20" WEST, A DISTANCE OF 209.58 FEET;

THENCE SOUTH 89 DEGREES 45' 48" WEST, A DISTANCE OF 437.60 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE SW4, SECTION 34, TOWNSHIP 14 NORTH, RANGE 19 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34, RUN THENCE NORTH 89 DEGREES 45' 48" EAST, A DISTANCE OF 540.61 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 28 DEGREES 28' 56" EAST, A DISTANCE OF 312.01 FEET;

THENCE NORTH 13 DEGREES 15' 04" WEST, A DISTANCE OF 481.01 FEET;

THENCE NORTH 55 DEGREES 16' 57" EAST, A DISTANCE OF 418.01 FEET;

THENCE NORTH 45 DEGREES 17' 54" EAST, A DISTANCE OF 18.80 FEET;

THENCE NORTH 89 DEGREES 45' 46" EAST, A DISTANCE OF 137.75 FEET;

THENCE SOUTH 00 DEGREES 20' 10" EAST, A DISTANCE OF 639.58 FEET;

THENCE SOUTH 15 DEGREES 43' 43" WEST, A DISTANCE OF 366.66 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID SECTION 34; THENCE SOUTH 89 DEGREES 45' 48" WEST, ALONG SAID BOUNDARY A DISTANCE OF 437.60 FEET TO THE POINT OF BEGINNING.

ALSO:

A PARCEL OF LAND LOCATED IN THE SW4, SECTION 34, TOWNSHIP 14 NORTH, RANGE 19 EAST, BOISE MERIDIAN, CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34, RUN THENCE NORTH 73 DEGREES 17' 10" EAST, A DISTANCE OF 1114.40 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 15 DEGREES 43' 43" EAST, A DISTANCE OF 37.90 FEET;

THENCE NORTH 00 DEGREES 20' 10" WEST, A DISTANCE OF 639.58 FEET;

THENCE SOUTH 89 DEGREES 45' 46" WEST, A DISTANCE OF 137.75 FEET;

THENCE NORTH 45 DEGREES 17' 54" EAST, A DISTANCE OF 566.21 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF THE W1/2, SW1/4 THENCE SOUTH 00 DEGREES 39' 11" WEST, ALONG SAID BOUNDARY A DISTANCE OF 19.81 FEET;

THENCE NORTH 45 DEGREES 17' 43" EAST, A DISTANCE OF 82.68 FEET;

THENCE SOUTH 15 DEGREES 54' 26" EAST, A DISTANCE OF 551.97 FEET;

THENCE SOUTH 04 DEGREES 03' 32" WEST, A DISTANCE OF 372.65 FEET;

THENCE SOUTH 07 DEGREES 22' 20" WEST, A DISTANCE OF 209.52 FEET; THENCE SOUTH 89 DEGREES 45' 48" WEST, A DISTANCE OF 427.79 FEET TO THE POINT OF BEGINNING.

Mortimer

*7.05 acres
72-10131*

AJ0749NP
No. R72-16279B

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

VERIFIED BY 

DATE: 11/16/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	LYNN MORTIER PO BOX 798 CHALLIS ID 83226 (208) 879-5064	12/11/1888	IRRIGATION	04-01 10-31	0.81 CFS	
TOTAL DIVERSION:					0.81 CFS	

Water Source: SALMON RIVER

Tributary to: SNAKE RIVER

Stage: BENEFICIAL USE

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

CUSTER County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
14N	19E	34	:											05	04					:	9.0
TOTAL ACRES																				9.0	

POU County: CUSTER

Other Rights: NONE

Remarks: EXP WATER IS DELIVERED THROUGH JOSE DITCH.
THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 72-04055A, 72-04144B, 72-04080A,
72-04080B, 72-04080C, 72-04080D, 72-04080E, 72-04080G, 72-04080K,
72-04080L, 72-04080M, 72-04080N, 72-04144A, 72-10505 & 72-16279A.

Dates: Exam Made Date: Verified Date: 11/16/1998 Objection Filed Date:

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

CLAIM NUMBER

A72-4055 E
(R72-16279B)

DATE

10/13/98

AGENT

SC

TRANSFER NUMBER

CLAIMED ACRE TOTAL

9

GIS ACRE TOTAL

9

	TWP	RNG	SEC	NE				NW				SW				SE			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
CLAIM	14N	19E	34											5	4				
GIS														5	4				
RECOM																			
CLAIM																			
GIS																			
RECOM																			
CLAIM																			
GIS																			
RECOM																			

B72-DBPOU.SHP

SHAPE NOS.

207

this portion does not combine with 4080F; it
only consists of - 4055E for 9 acres.

(TOTAL Quantity doesn't match
claim due to split in Rec'd
made w/ previous owner - Robins
4/16/98 SC

B72-DBPOD.SHP

NOS. DESCRIPTION

18 Jose Ditch

DBF TABLES UPDATED

B72-DBPOU.DBF

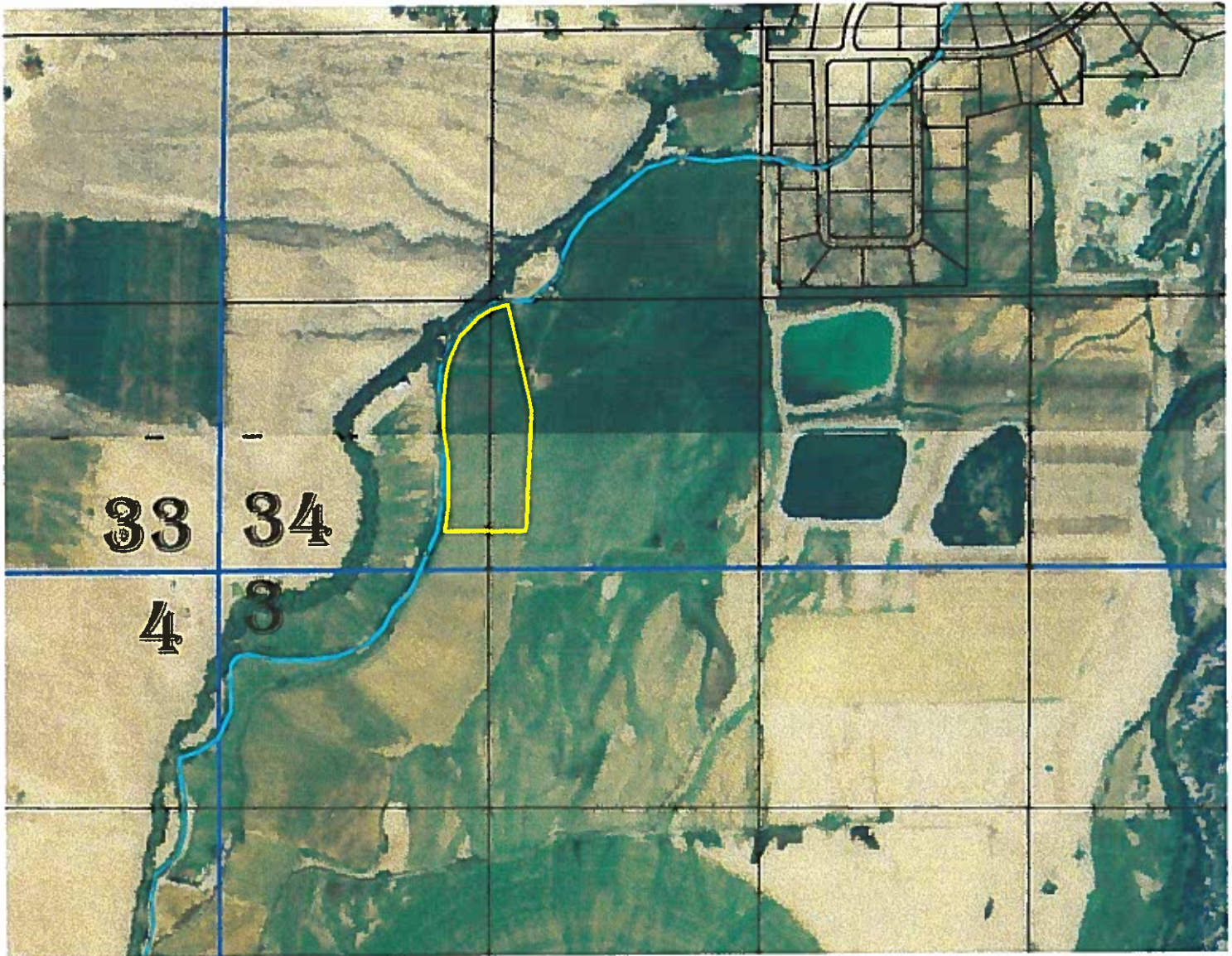
✓ 10/15/98

B72-DBPOD.DBF

✓ SC

IDAHO DEPARTMENT OF WATER RESOURCES

72-16279B



660 0 660 1320 Feet

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

TWN: 14N
RNG: 19E
SEC: 34

SWSW & SESW



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

DATE: OCT. 13, 1998

DATE: 03/31/98
PAGE: 1

Comments: Date: 03/21/1994 User-ID: CLELLAND Subject: COPIED FROM REMARKS
THIS CLAIM REPRESENTS A PORTION OF CLAIM 72-04055. THIS CLAIM IS

=====
Comments: Date: 03/21/1994 User-ID: CLELLAND Subject: COPIED FROM REMARKS
BASED UPON INFORMATION IN THE ABSRACT FOR THIS PROPERTY. THIS
RIGHT WAS SPLIT BETWEEN J. HAMMOND AND S. FARR.

CHANGE OF OWNERSHIP 11-13-90 SCC

AMENDMENT NOTES

ADDED 24 ACRES TO POU FOR ADDITIONAL LAND PURCHASED AND EVIDENCED
BY THE SPECIAL WARRANTY DEED FROM CYPRUS MINES CORP. CYPRUS MAY
HAVE ALSO CLAIMED THIS AMENDED PORTION UNDER PART 'C' OF THIS WR.
RESULTS IN ADDING 0.96 CFS TO DIVERSION RATE.

Date: 03/21/1994 User-ID: CLELLAND Subject: RECOMMENDATION
COMBINED THE CLAIMS A72-04055B AND A72-04080F UNDER THE NUMBER
R72-16279. BOTH CLAIMS ARE BASED ON THE SAME ORIGINAL RIGHT AS
IT WAS DEVELOPED FROM THE JOSE DITCH. THE COMBINED DIVERSION
RATE IS REQUIRED AT THE FIELD HEADGATE FOR THE ACRES FOUND AS
IRRIGATED AND REVIEWED BY THE HUBBLE ANALYSIS; ALSO COVERS MOST
OF THE CONVEYANCE LOSSES. ACTUAL PER ACRE RATE NEEDED IS 0.068
CFS PER ACRE.

Date: 06/10/1994 User-ID: CLELLAND Subject: CONV. LOSSES
REVISED AND CORRECTED THE CONVEYANCE LOSS FOR THIS RIGHT.
WAS 3.20 CFS; NOW 3.31 CFS, MAY NEED TO AMEND CLAIM TO ADD
EXTRA AMOUNT.

Date: 02/13/1995 User-ID: SCLELLAN Subject: CHANGE OF OWNERSHIP
FORMS SIGNED BY ORIGINAL OWNERS NOEL & RUTH ROBINS.
POSSIBLE TRANSFER PENDING TO CONVEY A PORTION OF THIS RIGHT TO
MARK & ROSE HARRIS UNDER A72-04055B.

Date: 03/31/1998 User-ID: SCLELLAN Subject: COPIED FROM REMARKS
WATER IS DELIVERED THROUGH JOSE DITCH.
0.19 CFS OF THIS RIGHT IS LIMITED TO USE FOR CONVEYANCE
LOSSES IN DELIVERY OF THIS RIGHT.

THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 72-04055A, 72-04144B, 72-04080A,
72-04080B, 72-04080C, 72-04080D, 72-04080E, 72-04080G, 72-04080K,
72-04080L, 72-04080M, 72-04080N, 72-04144A, 72-10505 & 72-16279A.

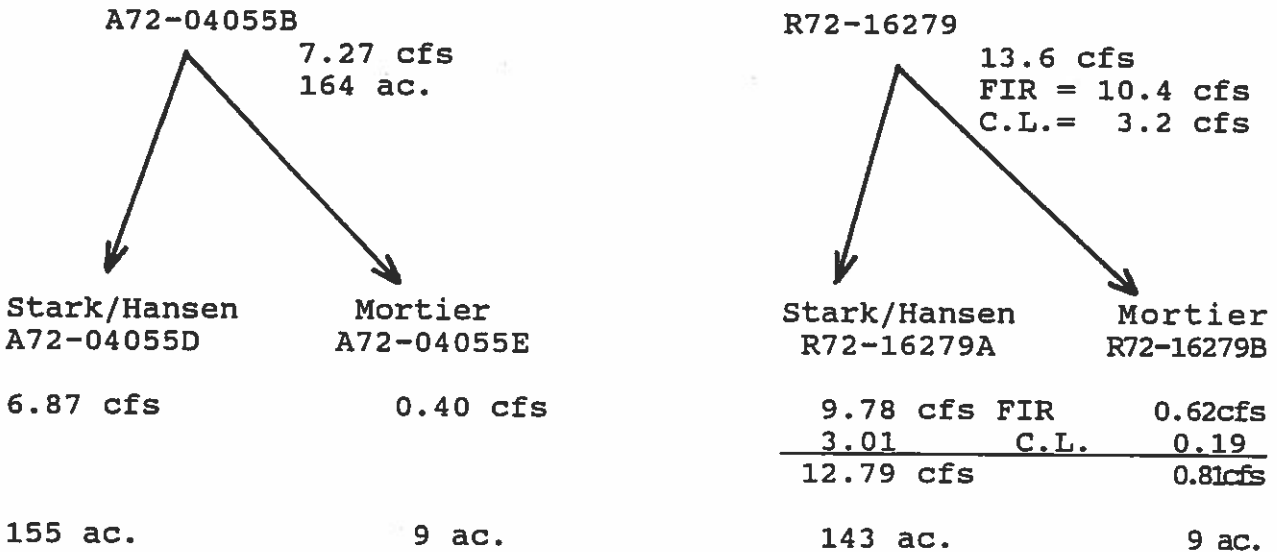
Date: 03/31/1998 User-ID: SCLELLAN Subject: CHANGE OF OWNERSHIP & SPLIT CLAIM
SPLIT INTO A & B PARTS.
RELATED CLAIM SPLIT WITH A72-04055B TO A72-04055E.
THIS CLAIM REC/D INCLUDES WATER CLAIMED UNDER A72-04080F.

Audit: 03/31/98 SCLELLAN

MEMO

TO: FILE A72-04055B & A72-04080F
FROM: STEVE CLELLAND
DATE: March 31, 1998

RE: CHANGE OF OWNERSHIP OF CLAIMS AND SPLIT PROPERTY



Claims A72-04055B & A72-04080F were used as one delivery on the combined POU as described by R72-16279. The claims as filed do not reflect the accurate use as verified and confirmed by me with previous owner Noel Robins.

This change of ownership was applied to A72-04055B and R72-16279. No change was made to A72-04080F to try and keep this simple, and claimed POU did not include this split parcel. Some water from -4080F will be recommended to Mortier (current owner of part 72-16279B) based on the actual use found and practiced by Mr. Robins on the property. Hubble analysis confirms the use and need of .068 cfs/acre for lands under these claims and recommendations.

OF SURVEY

1/4, SECTION 34, T. 14 N., R. 19 E.,
TER COUNTY, IDAHO

*SPLIT OWNERSHIP
Review of ATZ-4055B
3/31/98 sec*

SWSW

SESW

SPLIT OFF
TOTAL OF

9 ACRES

To
HARRIS/MORTIER

LEGEND

- SECTION OR 1/4 CORNER BRASS CAP P.E.
- SET 5/8 x 24 REBAR WITH 1/2 PLS MARKED WADE PLS 5080

LINE	BEARING	DISTANCE
1	S 45° 12' 54" E	19.50
2	S 22° 32' 11" E	19.81
3	S 45° 12' 43" E	82.24
4	S 27° 3' 43" E	37.20

SURVEYOR'S CERTIFICATE

THIS MAP REPRESENTS A SURVEY MADE FROM
FIELD EVIDENCE IN CONFORMANCE WITH THE
OF CHAPTER 10 AND
SURVEYED ON 10-17-1994 FOR ROBBINS

Laurence J. Wade
LAURENCE J. WADE P.L.S. 5080

COUNTY RECORDER'S CERTIFICATE

RECORDER OF CUSTER COUNTY

TIME 1:00 PM DAY 12 MONTH Dec

BOOK PAGE INST. NO. 20790

RECORDER Ethel M. Pack

BY Wendy Murphy

Stark Hansen

PARCEL "A" CONTAINS 9.01 AC.

PARCEL "B" CONTAINS 10.00 AC.

*No Access
Rec'd
to
this
PARCEL*

*GINI DITCH
WATER*

*↑
6 AC
found*

**SPLIT
5 AC**

**SPLIT
1 AC**

**SPLIT
4 AC**

5.8 AC.

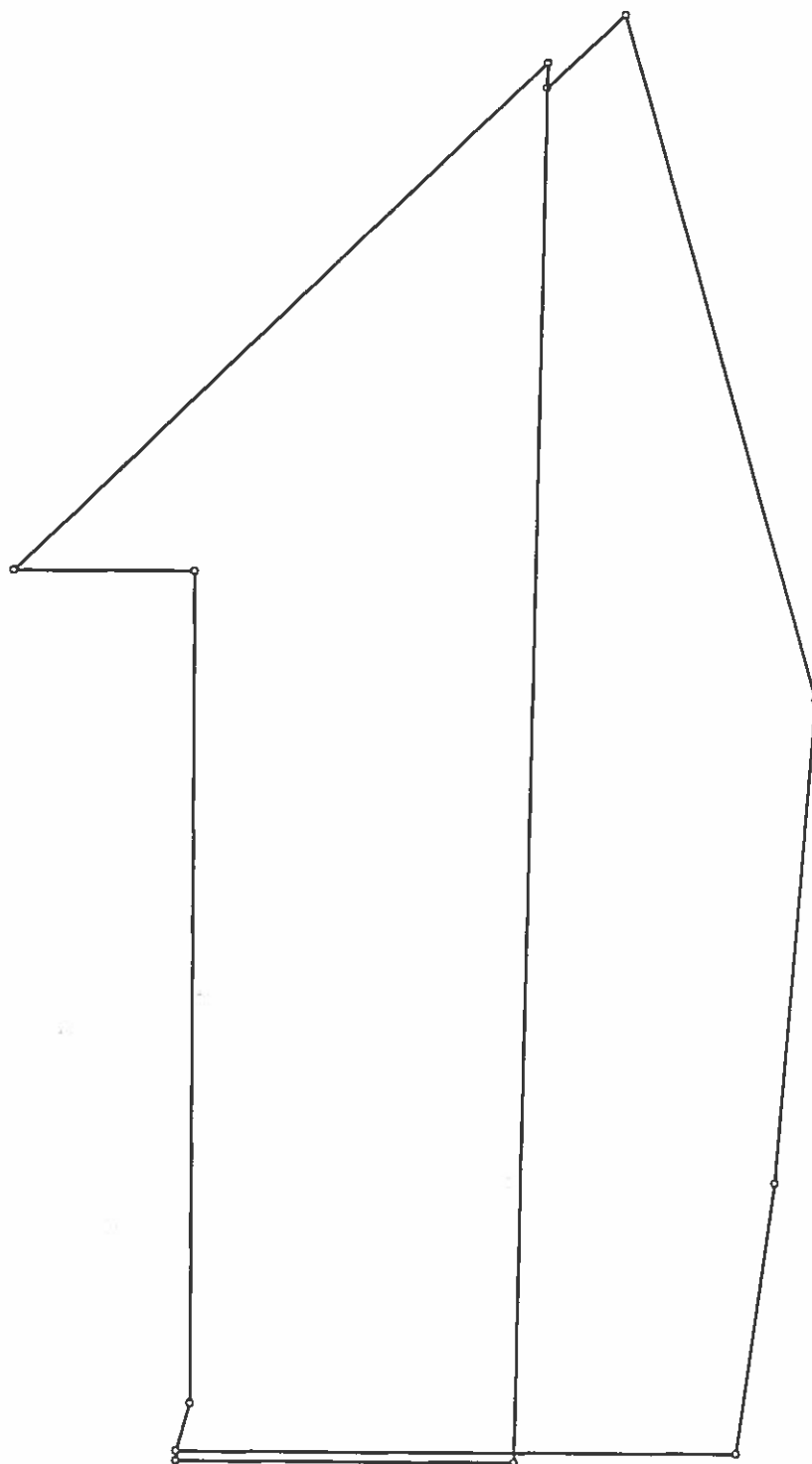
4.2 AC.

S 42° 45' 48" W
437.80

S 89° 45' 48" W 1667.20 FT.
BASIS OF BEARING

34 T. 14 N.
3 T. 13 N.

WADE
505 GRAN
208-756-3

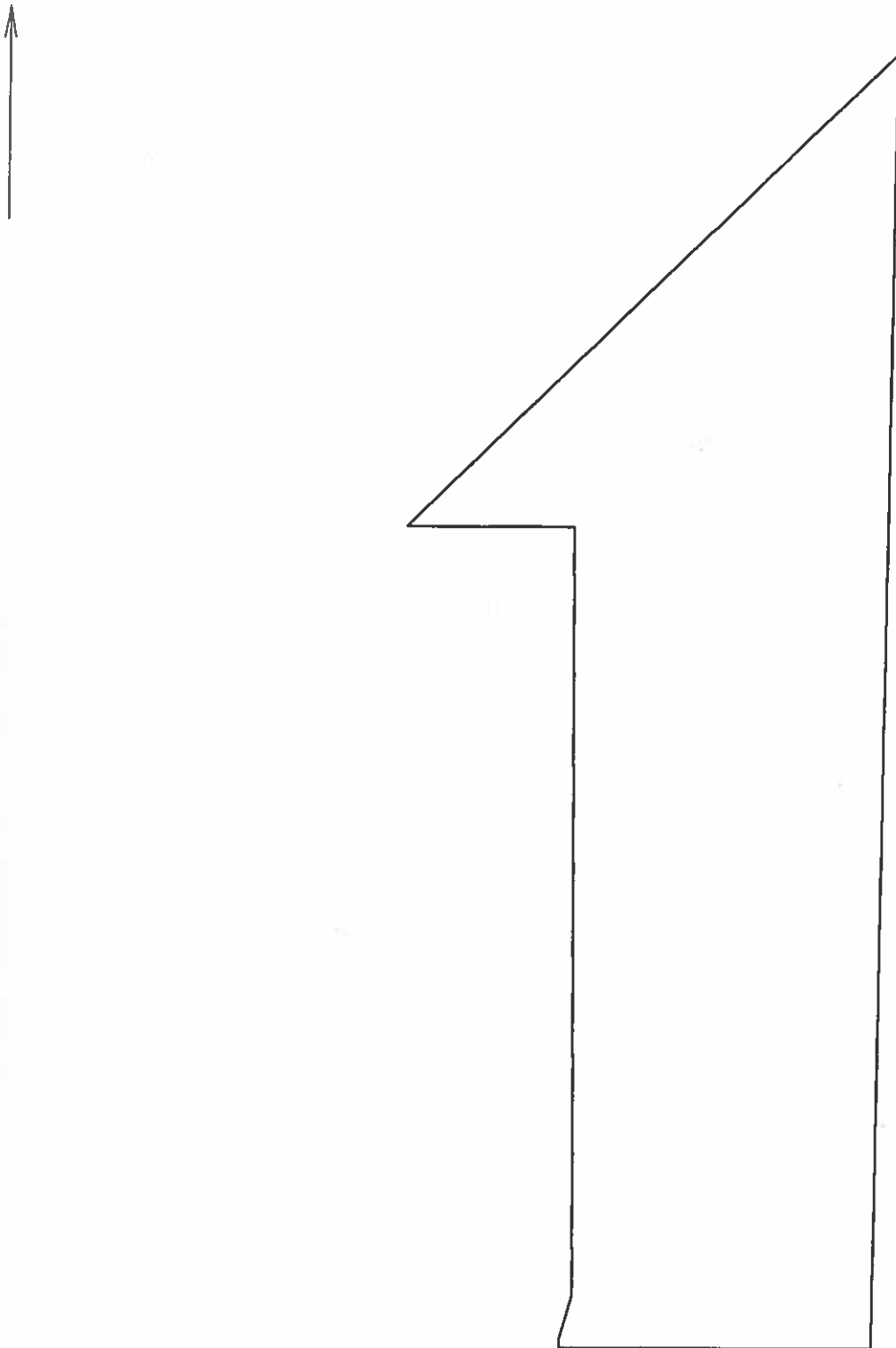


Title:		Date: 03-30-1998
Scale: 1 inch = 148 feet	File: 72-4055b.des	

Data and Deed Call Listing of File: 72-4055b.des

Tract 1: 10.000 Acres: 435601 Sq Feet: Closure = s10.2432e 0.01 Feet: Precision = 1/313961: Perimeter = 3046 Feet
Tract 2: 5.806 Acres: 252921 Sq Feet: Closure = s03.3609e 0.00 Feet: Precision > 1/999999: Perimeter = 2728 Feet

001=n15.4343e 37.9
002=n00.2010w 639.58
003=s89.4546w 137.75
004=n45.1754e 566.21
005=s00.3911w 19.81
006=n45.1743e 82.68
007=s15.5426e 551.97
008=s04.0332w 372.65
009=s07.2220w 209.52
010=s89.4548w 427.79
011=@0 Merge 1
012=n15.4343e 37.9
013=n00.2010w 639.58
014=s89.4546w 137.75
015=n45.1754e 566.21
016=s00.3911w 1080
017=s89.4548w 259
018=n00.3950e 7.24



Title:		Date: 03-30-1998
Scale: 1 inch = 143 feet	File: 72-4055b.des	
Tract 1: 5.806 Acres: 252921 Sq Feet: Closure = s03.3609e 0.00 Feet: Precision >1/9999999: Perimeter = 2728 Feet		
001=n15.4343e 37.9	004=n45.1754e 566.21	007=n00.3950e 7.24
002=n00.2010w 639.58	005=s00.3911w 1080	
003=s89.4546w 137.75	006=s89.4548w 259	

Ref 9

GPQ 425
7-24-1974

152 ACRE
POU

19 E.

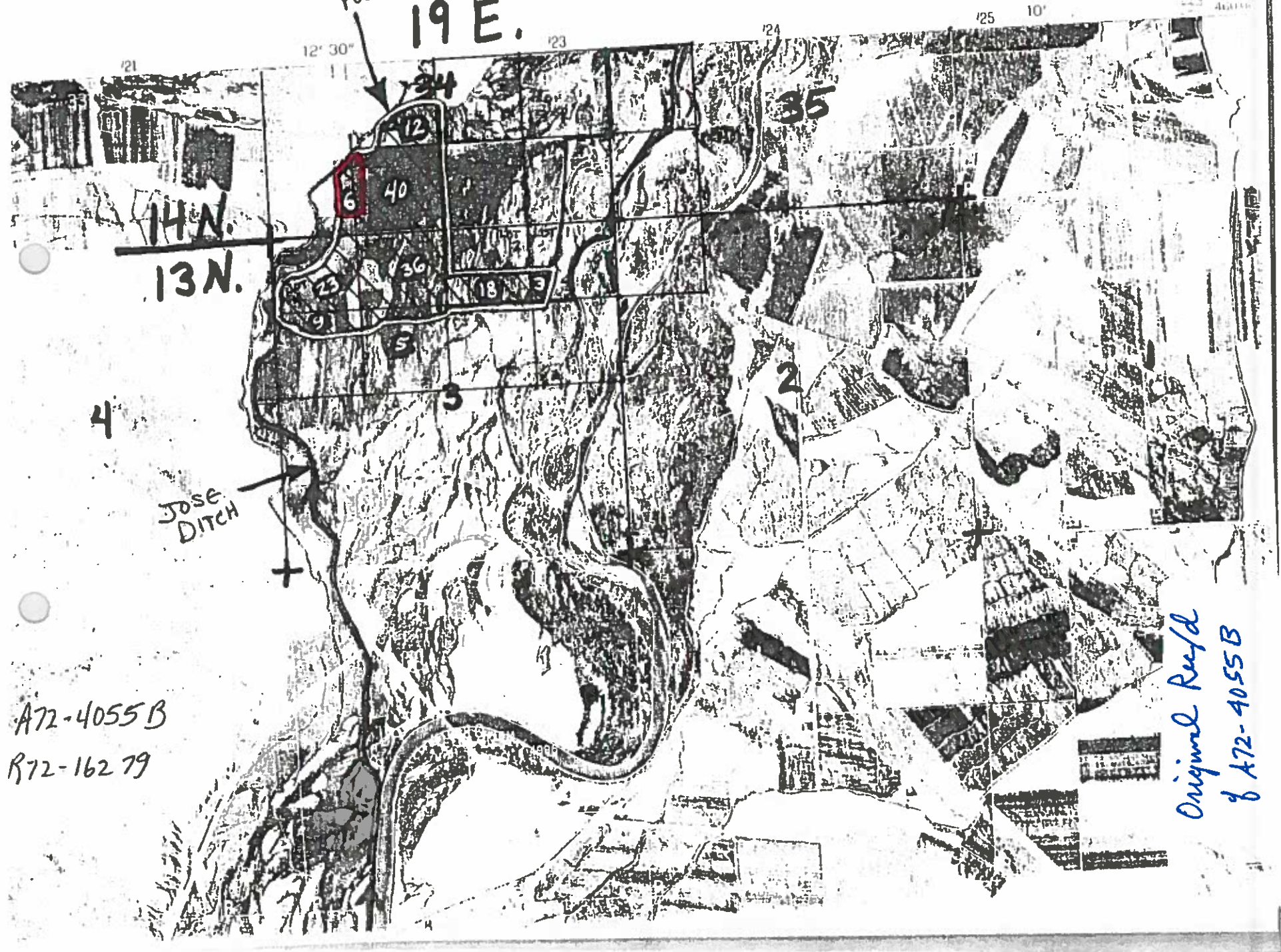
14 N.
13 N.

JOSE DITCH

A72-4055B
R72-16279

Original Rec'd
of A72-4055B

MAP



Complete
SRBA REVIEW

SEE CLAIM

A72 - 4055 D

(AKA R72-16279 A)