

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: A37-00026
Date Received: 1/25/1989
Receipt No: C005288
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: J.R.J. DEVELOPMENT, INC. 208-423-5411
Address: P.O. BOX 1724
TWIN FALLS, ID 83301-0000

2. Date of Priority: MAY 23, 1885

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
01S	18E	19	NW	NE	NE		BLAINE

5. Description of diverting works:
PUMP STATION

6. Water is used for the following purposes:

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

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

8. Total consumptive use is 1067.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01S	17E	13	NE	SE		IRR	38.0
			NW	SE		IRR	14.0
			SW	SE		IRR	14.0
			SE	SE		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	106.0
		24	NE	NE	IRR	25.0
			NW	NE	IRR	5.0
					Section Acres	30.0
	18E	18	NE	SW	IRR	40.0
			NW	SW	IRR	40.0
			SW	SW	IRR	38.0
			SE	SW	IRR	38.0
			NW	SE	IRR	40.0
			SW	SE	IRR	38.0
					Section Acres	234.0
		19	NW	NE	IRR	10.0
			NE	NW	IRR	22.0
			NW	NW	IRR	25.0
					Section Acres	57.0
					Total Acres	427.0

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
A3700027.

14. Remarks:
TRANS. 2987. A 10% RIVER CHANNEL LOSS IS ASSESSED TO THE RTS. IDENTIFIED HEREIN & THE RATE OF FLOW SHALL NOT EXCEED 5.85 CFS AT THE P/D. CLAIMANT MIXES ALL WATER TOGETHER A37-00026, A3700027, 3707983.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 12/13/1909

S. C. FROST, ET. AL.
Decree Plaintiff

vs ALTURAS WATER COMPANY, ET. AL.
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: 2

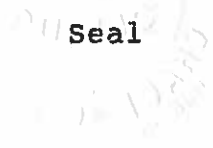
For Organizations:

I do solemnly swear or affirm that I am John H. McDonald of SRJ Organization, that I have signed the foregoing document in the space below as John H. McDonald of SRJ Organization and that the statements contained in the foregoing document are true and correct.

John H. McDonald
Signature of Authorized Agent
Partner SRJ
Title and Organization
4-21-91
Date

State of Idaho)
County of Blaine) SS.

Subscribed and sworn (or affirmed) before me this 24th day of April 19 91 Linda Smith
Notary Public



Residing at Hailey
My Commission Expires 8-5-93

MICROFILMED
FEB 22 1993

When Recorded Mail Deed and Send Tax Statements To:
Bureau of Land Management (ID 933)
1387 S Vinnell Way
Boise, Idaho 83709

325358

Instrument # 604129
HAILEY, BLAINE, IDAHO
12-13-2012 4:08 56 PM No. of Pages 3
Recorded for: FIRST AMERICAN TITLE - KETCHUM
JOLYNN DRAGE Fee: \$16.00
Ex-Officio Recorder Deputy JB
Electronically Recorded by Simplifile

Ketchum Land Exchange
IDI-35331-PT

WARRANTY DEED

For and in consideration of the exchange of certain land and interests as authorized by Section 206 of the Federal Land Policy and Management Act of 1976 (FLPMA), as amended (43 U.S.C. 1701 et seq.),

WOOD RIVER LAND TRUST COMPANY, AN IDAHO NONPROFIT CORPORATION

hereinafter called the Grantor, whether one or more, does hereby grant, bargain, sell, and convey to the **UNITED STATES OF AMERICA** and its assigns, the following-described real property situated in the County of Blaine, State of Idaho, to wit:

SEE EXHIBIT A ATTACHED

The described property and rights, privileges, immunities, and appurtenances, not including water rights conveyed by a separate instrument, are being acquired by the United States Department of the Interior, Bureau of Land Management.

TO HAVE AND TO HOLD unto the **UNITED STATES OF AMERICA** and its assigns the said parcel of land together with all the tenements, hereditaments, and appurtenances, not including water rights conveyed by a separate instrument, appertaining thereto forever.

The Grantor covenants and warrants that it is lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is free and clear of liens, claims or encumbrances, except as shown of record, and that it will defend the title to the real property conveyed herein and quiet enjoyment thereof against the lawful claims and demands of all persons.

Dated this 12TH day of DECEMBER, 2012

GRANTOR:

WOOD RIVER LAND TRUST COMPANY

BY: J. Frank Jones

Its: PRESIDENT

EXHIBIT A

**TOWNSHIP 2 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY
IDAHO. SECTION 9: SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$; SECTION 10: W $\frac{1}{2}$ W $\frac{1}{2}$.**

The parcel of land to which the above description applies contains 240 acres, more or less.

AND:

**A PARCEL OF LAND LOCATED WITHIN SECTIONS 13 AND 24, TOWNSHIP 1
SOUTH, RANGE 17 EAST, BOISE MERIDIAN, IDAHO AND ALSO WITHIN
SECTIONS 18 AND 19, TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE
MERIDIAN, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

COMMENCING at a brass cap marking the One Quarter Corner common to said Section 18 and 19, from which point the northwest corner of said Section 19 bears South 89°35'52" West 2,478.84 feet;

Thence, North 89°38'46" East 1,331.67 feet along the north boundary of said Section 19 to an aluminum cap marking the northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 19, which point is the **REAL POINT OF BEGINNING**;

Thence, South 0°11'50" East 1,311.76 feet along the east boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 19 to an aluminum cap marking the southeast corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 19;

Thence, South 89°29'31" West, 1,325.15 feet along the south boundary of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 19, to an aluminum cap marking the southwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 19;

Thence, South 89°28'02" West, 2,473.88 feet along the south boundary of the N $\frac{1}{2}$ NW $\frac{1}{4}$ to an aluminum cap marking the southwest corner of said N $\frac{1}{2}$ NW $\frac{1}{4}$, Section 19;

Thence, South 88°33'38" West 2,227.48 feet along the south boundary of the N $\frac{1}{2}$ NE $\frac{1}{4}$, said Section 24;

Thence, North 11°07'50" East 324.91 feet;

Thence, North 78°52'10" West 100.00 feet;

Thence, North 11°07'50" East 250.00 feet;

Thence, South 78°52'10" East 100.00 feet;

Thence, North 11°07'50" East 2,225.80 feet to a point on the southerly boundary of Idaho State Highway No. 20,

Thence, the following five courses and distances along the southerly boundary of said Idaho State Highway No. 20 to an aluminum cap, South 79°18'56" East 345.39 feet;

North 61°30'28" East 221.48 feet;

South 79°19'06" East 2,565.58 feet;

South 79°19'09" East 2,330.08 feet;

South 45°58'28" East 185.05 feet;

Thence, South 0°24'42" East 351.20 feet along the east boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 18 to the **POINT OF BEGINNING**.

The parcel of land to which the above description applies contains 306.89 acres, more or less.

When Recorded Mail Deed and Send Tax Statements To:
Bureau of Land Management (ID 933)
1387 S Vinnell Way
Boise, Idaho 83709

325358

Instrument # 604130
HA BLAINE, IDAHO
12-13-2012 4:08:56 PM No. of Pages 2
Recorded for: FIRST AMERICAN TITLE - KETCHUM
JOLYNN DRAGE Fee: \$13.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile

Ketchum Land Exchange
IDI-35331-P1

QUITCLAIM DEED

For and in consideration of the exchange of certain land and interests as authorized by Section 206 of the Federal Land Policy and Management Act of 1976 (FLPMA), as amended (43 U.S.C. 1701 et seq.),

WOOD RIVER LAND TRUST COMPANY, AN IDAHO NONPROFIT CORPORATION

hereinafter called the Grantor, whether one or more, does hereby remise, release, and forever Quitclaim unto the **UNITED STATES OF AMERICA** and its assigns, all right, title, and interest the Grantor may have to the following described water rights identified in the records of the Idaho Department of Water Resources ("IDWR") as follows:

0.100 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00026, and 0.011 cfs of the mitigation component of the same right, for a total quantity of 0.111 cfs.

0.100 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00027, and 0.011 cfs of the mitigation component of the same right, for a total quantity of 0.111 cfs.

Grantor has not conveyed the above water rights, or any right, title or interest therein, to any person other than the Grantee. The described water rights are being acquired by the United States Department of the Interior, Bureau of Land Management.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

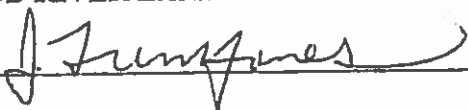
TO HAVE AND TO HOLD unto the **UNITED STATES OF AMERICA** and its assigns the said water rights forever.

Dated this 12TH day of DECEMBER, 2012.

GRANTOR:

WOOD RIVER LAND TRUST COMPANY

BY:



Trent Jones, President

ACKNOWLEDGMENT

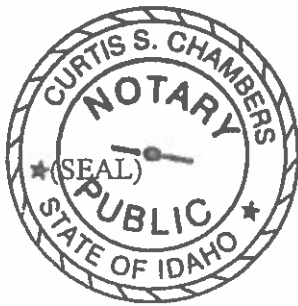
STATE OF IDAHO)

COUNTY OF BLAINE

)ss:
)

On this 12TH day of DEC. 2012, before me, the undersigned Notary Public in and for said State, personally appeared J TREN T JONES, known or identified to me to be the PRES. of the **WOOD RIVER LAND TRUST COMPANY**, an Idaho Nonprofit Company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated they are authorized to execute said instrument on behalf of the corporation.

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



[Handwritten Signature]

Notary Public in and for the

State of: IDAHO

Residing at: HAILEY

My commission expires: 5.15.16

When Recorded Mail Agreement To:
Bureau of Land Management (ID-933)
1387 S. Vinnell Way
Boise, Idaho 83709-1657

Instrument # 604132
HAILEY, BLAINE, IDAHO
12-13-2012 4 12 18 PM No of Pages 10
Recorded for: FIRST AMERICAN TITLE - KETCHUM
JOLYNN DRAGE Fee \$37 00
Ex-Officio Recorder Deputy JB
Electronically Recorded by Simplifile

BEFORE THE DEPARTMENT OF WATER RESOURCES

325358

OF THE STATE OF IDAHO

IN THE MATTER OF WATER RIGHT Nos.)
37-00026, 37-00027 and 37-20945) **AGREEMENT**
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The Wood River Land Trust Company, MV Property, LLC, Jeanie Sligar, Matthew Thornton (hereinafter "Percentage Water Owners"), and the United States Department of Interior, Bureau of Land Management (hereinafter "BLM") enter into this agreement as follows:

STIPULATION

WHEREAS, water right numbers 37-00026 and 37-00027 have been leased entirely to the Water Supply Bank since March 8, 2003 and aren't being used at the place of use;

WHEREAS, water right numbers 37-00026, 37-00027 and 37-20945 described the place of use as SESE (38.0 ac), Sec. 13, NENE (17.0 ac), Sec. 24, T.01S., R.17E., Lot 4 (SWSW) (29.0 ac), SESW (26.0 ac), SWSE (17.0 ac), Sec. 18, NENW (18.0 ac) and Lot 1 (NWNW) (26.0 ac), Sec. 19., T.01S., R.18E., BM;

WHEREAS, water right numbers 37-00026, 37-00027 and 37-20945 describe a place of use where the land is wholly owned by Wood River Land Trust Company ("WRLT"), however the water rights are owned on a percentage basis by several persons/entities, including WRLT;

WHEREAS, there is a pending land exchange between BLM and WRLT for all of the land described as a place of use under water right numbers 37-00026, 37-00027 and 37-20945, as well as, the interest in water rights that are owned by WRLT. WRLT acquired no interest in

water right number 37-20945 pursuant to acquiring the land described by the place of use under 37-20945 nor associated shares with the Upper Wood River Water Users Association, Inc. (the "Association") that may be appurtenant to said land; and

WHEREAS, any resumption of use by Percentage Water Owners of 37-00026, 37-00027 and 37-20945 at the currently described place of use by those who don't own the land would constitute an unauthorized use of the land owner's property;

THEREFORE, the Percentage Water Owners and BLM stipulate and agree as follows:

1. The parties stipulate and agree that WRLT owns a portion of water right numbers 37-00026 and 37-00027 as follows:

a. 37-00026: 0.100 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources ("IDWR") water right number 37-00026, and 0.011 cfs of the mitigation component of the same right, for a total quantity of 0.111 cfs; and

b. 37-00027: 0.100 cubic feet per second (cfs) of the irrigation component of IDWR water right number 37-00027, and 0.011 cfs of the mitigation component of the same right, for a total quantity of 0.111 cfs;

c. Zero percent (0%) interest in 37-20945; and

d. Zero percent (0%) interest in shares held by the Association for the acres described as a place of use for 37-00026, 37-00027 and 37-20945 even though shares may be appurtenant to the land.

2. The parties stipulate and agree that Jeanie Sligar owns approximately seventy percent (70%) interest in water rights 37-00026, 37-00027 and 37-20945 as follows:

a. 37-00026: 2.765 cubic feet per second (cfs) of the irrigation component of the IDWR water right number 37-00026, and 0.307 cfs of the mitigation component of the same right, for a total quantity of 3.072 cfs;

b. 37-00027: 1.190 cubic feet per second (cfs) of the irrigation component of the IDWR water right number 37-00027, and 0.132 cfs of the mitigation component of the same right, for a total quantity of 1.322 cfs;

c. 37-20945: Seventy percent (70%) interest in 37-20945 or 1.05 cfs; and/or

d. Seventy percent (70%) interest in shares held by the Association for the acres described as a place of use for 37-00026, 37-00027 and 37-20945.

3. The parties stipulate and agree that Matthew Thornton owns approximately thirty percent (30%) interest in water rights 37-00026, 37-00027 and 37-20945 as follows:

a. 37-00026: 1.185 cubic feet per second (cfs) of the irrigation component of the IDWR water right number 37-00026, and 0.132 cfs of the mitigation component of the same right, for a total quantity of 1.317 cfs;

b. 37-00027: 0.510 cubic feet per second (cfs) of the irrigation component of the IDWR water right number 37-00027, and 0.057 cfs of the mitigation component of the same right, for a total quantity of 0.567 cfs; and

c. 37-20945: Thirty percent (30%) interest in 37-20945 or 0.45 cfs; and/or

d. Thirty percent (30%) interest in shares held by the Association for the acres described as a place of use for 37-00026, 37-00027 and 37-20945.

4. The parties stipulate and agree that WRLT, as owner of the land described as a place of use for water right numbers 37-00026, 37-00027 and 37-20945 shall not be liable for assessments by the Association for shares that may be appurtenant to the aforementioned land.

5. The parties stipulate and agree that severance of a portion of the appurtenant water rights or shares from the place of use described in 37-00026, 37-00027 and 37-20945 shall not allow Percentage Water Owners to resume use of their water interests/shares on the place of use no longer owned by them. Furthermore, the parties stipulate and agree that a place of use which Percentage Water Owners own shall have to be established by administrative transfer with the IDWR pursuant to Idaho Code §42-222, if and when their interests are ever removed from the Water Supply Bank. Therefore, the parties stipulate and agree that the following condition shall be imposed on water right numbers 37-00026, 37-00027 and 37-20945:

This water right is currently not being used at the described place of use, but is in the Idaho Water Resource Board's water supply bank pursuant to Idaho Code §42-1761, *et seq.* No resumption of use shall be allowed at the place of use described under this right for portions of this water right owned by persons who do not own the land described by the place of use for this water right. If this water right, or portion thereof, is removed from the water supply bank, then non-land owner water interest holders shall have to establish a place of use via an administrative transfer proceeding pursuant to Idaho Code §42-222. A title holder to any portion of this water right, for which the water title holder does not own the land described by the place of use, agrees that denial of permission by the land owner at the place of use to use water on the land owner's property shall not be construed to be a taking, in whole or part, of the water right. Should the owners of the water rights seek to transfer all or part of any of the appurtenant water rights from

the land, the owner of the property shall cooperate and give permission for the transfer, should that permission be required from the State of Idaho, or its agencies. Furthermore the owners of the land shall not object to the owners of the water rights reapplying to the State of Idaho to keep their water rights in the State Water Bank.

6. Should Sligar and/or Thornton ever seek to transfer all or part of any of the appurtenant water rights from the land, the owner of the property shall cooperate and give permission for the transfer, should that permission be required from the State of Idaho, or its agencies. Furthermore, should Sligar and/or Thornton ever be required to reapply to the State of Idaho to keep their water rights in the State Water Bank, the owners of the land shall give their permission, should that permission ever be required from the State of Idaho, or its agencies.

7. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

8. This Agreement may be recorded by any of the parties.

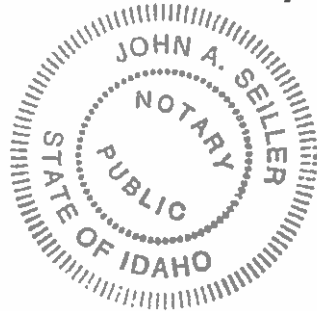
(End of Agreement, signature lines to follow)

**PERCENTAGE WATER OWNERS:
WOOD RIVER LAND TRUST COMPANY**


Trent Jones 10/2/2012
President Date

State of Idaho)
) ss.
County of Blaine)

On this day 2nd of October 2012, before me, the undersigned, personally appeared Trent Jones, known or identified to me to be the president of the corporation that executed the instrument of the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



WITNESS my hand and official seal,



Notary Public
Residing at Ketchikan, ID
Commission Expires Oct. 6, 2017

MV PROPERTY, LLC

[Handwritten signature]

David S. McDonald
Manager

9-17-12
Date

State of Idaho)
) ss.
County of Blaine)

On this 17th day of September, 2012, before me, a Notary Public in and for said State, personally appeared David S. McDonald, known or identified to me to be the Manager of MV Property, LLC, a limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in the name of MV Property, LLC.

WITNESS my hand and official seal,

Lacie Thompson

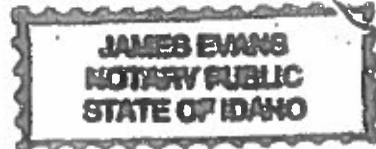
Notary Public for Idaho
Residing at Bellevue, ID
My Commission expires 11/18/2014



JEANIE SLIGAR

Jeanie Sligar 9/19/2012
Jeanie Sligar Date

State of Idaho)
) ss.
County of Twist Falls)



On this 17th day of September, 2012, before me, a Notary Public in and for said County and State, personally appeared Jeanie Sligar, known to me to be the person who name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal,

James Evans
Notary Public for Idaho
Residing at Twist Falls
My Commission expires 9-9-2015

MATTHEW THORNTON

Matthew Thornton Date

State of Idaho)
) ss.
County of _____)

On this ____ day of _____, 2012, before me, a Notary Public in and for said County and State, personally appeared Matthew Thornton, known to me to be the person who name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal,

Notary Public for Idaho
Residing at _____
Commission Expires _____

water right number 37-20945 pursuant to acquiring the land described by the place of use under 37-20945 nor associated shares with the Upper Wood River Water Users Association, Inc. (the “Association”) that may be appurtenant to said land; and

WHEREAS, any resumption of use by Percentage Water Owners of 37-00026, 37-00027 and 37-20945 at the currently described place of use by those who don’t own the land would constitute an unauthorized use of the land owner’s property;

THEREFORE, the Percentage Water Owners and BLM stipulate and agree as follows:

1. The parties stipulate and agree that WRLT owns a portion of water right numbers 37-00026 and 37-00027 as follows:

a. 37-00026: 0.100 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources (“IDWR”) water right number 37-00026, and 0.011 cfs of the mitigation component of the same right, for a total quantity of 0.111 cfs; and

b. 37-00027: 0.100 cubic feet per second (cfs) of the irrigation component of IDWR water right number 37-00027, and 0.011 cfs of the mitigation component of the same right, for a total quantity of 0.111 cfs;

c. Zero percent (0%) interest in 37-20945; and

d. Zero percent (0%) interest in shares held by the Association for the acres described as a place of use for 37-00026, 37-00027 and 37-20945 even though shares may be appurtenant to the land.

2. The parties stipulate and agree that Jeanie Sligar owns approximately seventy percent (70%) interest in water rights 37-00026, 37-00027 and 37-20945 as follows:

a. 37-00026: 2.765 cubic feet per second (cfs) of the irrigation component of the IDWR water right number 37-00026, and 0.307 cfs of the mitigation component of the same right, for a total quantity of 3.072 cfs;

b. 37-00027: 1.190 cubic feet per second (cfs) of the irrigation component of the IDWR water right number 37-00027, and 0.132 cfs of the mitigation component of the same right, for a total quantity of 1.322 cfs;

c. 37-20945: Seventy percent (70%) interest in 37-20945 or 1.05 cfs; and/or

d. Seventy percent (70%) interest in shares held by the Association for the acres described as a place of use for 37-00026, 37-00027 and 37-20945.

3. The parties stipulate and agree that Matthew Thornton owns approximately thirty percent (30%) interest in water rights 37-00026, 37-00027 and 37-20945 as follows:

a. 37-00026: 1.185 cubic feet per second (cfs) of the irrigation component of the IDWR water right number 37-00026, and 0.132 cfs of the mitigation component of the same right, for a total quantity of 1.317 cfs;

b. 37-00027: 0.510 cubic feet per second (cfs) of the irrigation component of the IDWR water right number 37-00027, and 0.057 cfs of the mitigation component of the same right, for a total quantity of 0.567 cfs; and

c. 37-20945: Thirty percent (30%) interest in 37-20945 or 0.45 cfs; and/or

d. Thirty percent (30%) interest in shares held by the Association for the acres described as a place of use for 37-00026, 37-00027 and 37-20945.

4. The parties stipulate and agree that WRLT, as owner of the land described as a place of use for water right numbers 37-00026, 37-00027 and 37-20945 shall not be liable for assessments by the Association for shares that may be appurtenant to the aforementioned land.

5. The parties stipulate and agree that severance of a portion of the appurtenant water rights or shares from the place of use described in 37-00026, 37-00027 and 37-20945 shall not allow Percentage Water Owners to resume use of their water interests/shares on the place of use no longer owned by them. Furthermore, the parties stipulate and agree that a place of use which Percentage Water Owners own shall have to be established by administrative transfer with the IDWR pursuant to Idaho Code §42-222, if and when their interests are ever removed from the Water Supply Bank. Therefore, the parties stipulate and agree that the following condition shall be imposed on water right numbers 37-00026, 37-00027 and 37-20945:

This water right is currently not being used at the described place of use, but is in the Idaho Water Resource Board's water supply bank pursuant to Idaho Code §42-1761, *et seq.* No resumption of use shall be allowed at the place of use described under this right for portions of this water right owned by persons who do not own the land described by the place of use for this water right. If this water right, or portion thereof, is removed from the water supply bank, then non-land owner water interest holders shall have to establish a place of use via an administrative transfer proceeding pursuant to Idaho Code §42-222. A title holder to any portion of this water right, for which the water title holder does not own the land described by the place of use, agrees that denial of permission by the land owner at the place of use to use water on the land owner's property shall not be construed to be a taking, in whole or part, of the water right. Should the owners of the water rights seek to transfer all or part of any of the appurtenant water rights from

the land, the owner of the property shall cooperate and give permission for the transfer, should that permission be required from the State of Idaho, or its agencies. Furthermore the owners of the land shall not object to the owners of the water rights reapplying to the State of Idaho to keep their water rights in the State Water Bank.

6. Should Sligar and/or Thornton ever seek to transfer all or part of any of the appurtenant water rights from the land, the owner of the property shall cooperate and give permission for the transfer, should that permission be required from the State of Idaho, or its agencies. Furthermore, should Sligar and/or Thornton ever be required to reapply to the State of Idaho to keep their water rights in the State Water Bank, the owners of the land shall give their permission, should that permission ever be required from the State of Idaho, or its agencies.

7. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

8. This Agreement may be recorded by any of the parties.

(End of Agreement, signature lines to follow)

MV PROPERTY, LLC

[Signature]
David S. McDonald
Manager

9-17-12
Date

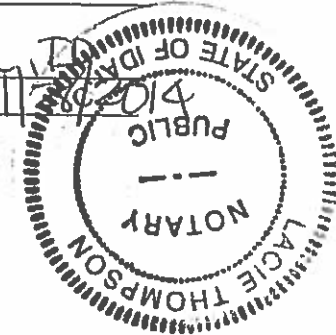
State of Idaho)
) ss.
County of Blaine)

On this 17th day of September, 2012, before me, a Notary Public in and for said State, personally appeared David S. McDonald, known or identified to me to be the Manager of MV Property, LLC, a limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in the name of MV Property, LLC.

WITNESS my hand and official seal,

[Signature]

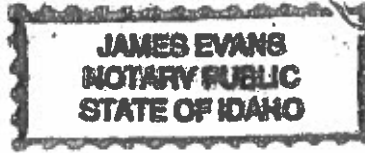
Notary Public for Idaho
Residing at Belleme, ID
My Commission expires 11/17/2014



JEANIE SLIGAR

Jeanie Sligar 9/19/2012
Jeanie Sligar _____ Date

State of Idaho)
) ss.
County of Twin Falls)



On this 17th day of September, 2012, before me, a Notary Public in and for said County and State, personally appeared Jeanie Sligar, known to me to be the person who name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal,

James Evans
Notary Public for Idaho
Residing at Twin Falls
My Commission expires 9-9-2015

MATTHEW THORNTON

Matthew Thornton _____ Date

State of Idaho)
) ss.
County of _____)

On this ____ day of _____, 2012, before me, a Notary Public in and for said County and State, personally appeared Matthew Thornton, known to me to be the person who name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal,

Notary Public for Idaho
Residing at _____
Commission Expires _____

CERTIFICATE OF SERVICE

I certify that on _____, 2012, I served a true and correct copy of foregoing **AGREEMENT; WATER RIGHT NO.S: 37-00026, 37-00027 and 37-20945** upon the following individuals by placing the document in the United States Mail in Boise, Idaho, postage paid, and addressed as follows:

Original to:
Idaho Department of Water Resources
Western Regional Office
2735 Airport Way
Boise, Idaho 83705-5082

Copies to:
Fredric W. Price, Water Rights Specialist
U.S.D.I., Bureau of Land Management
Idaho State Office
1387 S. Vinnell Way
Boise, Idaho 83709-1657

Wood River Land Trust Company
119 E. Bullion St.
Hailey, Idaho 83333-8770

MV Property, LLC
c/o David S. McDonald, Manager
P.O. Box 9330
Ketchum, Idaho 83340-7145

David S. McDonald
121 N. 9th St., Ste 402
Boise, Idaho 83702-5822

MV Property, LLC
P.O. Box 5
Ketchum, Idaho 83340-0005

Jeanie Sligar
3550 E. 4000 N.
Kimberly, Idaho 83341-5004

Matthew Thornton
P.O. Box 751
Bellevue, Idaho 83313-0751

Upper Wood River Water Users Association, Inc.
c/o Bill Sherbine, President
153 Baseline Rd
Bellevue, Idaho 83313-5025

Upper Wood River Water Users Assoc, Inc.
10407 Highway 75
Bellevue, Idaho 83313-5103

Person serving documents

BEFORE THE DEPARTMENT OF WATER RESOURCES

ORIGINAL

OF THE STATE OF IDAHO

IN THE MATTER OF WATER RIGHT Nos.)
37-00026, 37-00027 and 37-20945) **AGREEMENT**
)
)
)
)
)
)
)

The Wood River Land Trust Company, MV Property, LLC, Jeanie Sligar, Matthew Thornton (hereinafter "Percentage Water Owners"), and the United States Department of Interior, Bureau of Land Management (hereinafter "BLM") enter into this agreement as follows:

STIPULATION

WHEREAS, water right numbers 37-00026 and 37-00027 have been leased entirely to the Water Supply Bank since March 8, 2003 and aren't being used at the place of use;

WHEREAS, water right numbers 37-00026, 37-00027 and 37-20945 described the place of use as SESE (38.0 ac), Sec. 13, NENE (17.0 ac), Sec. 24, T.01S., R.18E., Lot 4 (SWSW) (29.0 ac), SESW (26.0 ac), SWSE (17.0 ac), Sec. 18, NENW (18.0 ac) and Lot 1 (NWNW) (26.0

ac); This original pg 1 was substituted out because paragraph above was incomplete for the new pg 1 containing correct descriptions.

WHEREAS, water right numbers 37-00026, 37-00027 and 37-20945 describe a place of use where the land is wholly owned by Wood River Land Trust Company ("WRLT"), however the water rights are owned on a percentage basis by several persons/entities, including WRLT;

WHEREAS, there is a pending land exchange between BLM and WRLT for all of the land described as a place of use under water right numbers 37-00026, 37-00027 and 37-20945, as well as, the interest in water rights that are owned by WRLT. WRLT acquired no interest in

ORIGINAL

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Tara Hagen, Realty Specialist
Bureau of Land Management
Shoshone Field Office
400 West F Street
Shoshone, ID 83352

Instrument # 601907

HAILEY, BLAINE, IDAHO
10-10-2012 05:11:26 No. of Pages: 2
Recorded for : HAEMMERLE & HAEMMERLE
JOLYNN DRAGE Fee: 13.00
Ex-Officio Recorder Deputy
Index to: CORRECTION DEED

JB

(Space Above Line for Recorder's Use)

QUITCLAIM AND CORRECTION DEED

This QUITCLAIM and CORRECTION DEED relates back to and hereby supersedes and replaces the Quitclaim Deed recorded as Blaine County Instrument No. 569726.

FOR VALUE RECEIVED, MV Property, LLC, a Idaho Limited Liability Company (Grantor), does hereby convey, release, remise and forever quit claim unto Jeanie Sligar, 3550 E. 4000 N., Kimberly, ID 83341 ("Grantee"), all right, title and interest in and to the following water rights as follows:

2.765 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00026, plus 0.307 cfs of the mitigation component of the same right, for a total quantity of 3.072 cfs.

1.190 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00027, plus 0.132 cfs of the mitigation component of the same right, for a total quantity of 1.322 cfs.

A seventy percent (70%) interest in 37-20945 or 1.05 cfs, and/or a seventy percent (70%) in shares held by the Upper Wood River Water Users Association, Inc.

DATED this 17 day of September, 2012.

MV PROPERTY, LLC

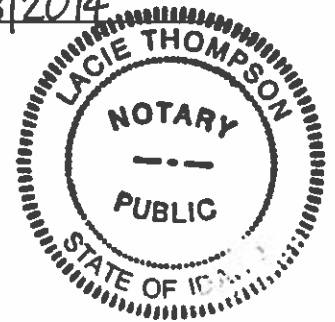


David S. McDonald, Manager

State of Idaho)
) ss.
County of Blaine)

On this 17th day of September, 2012, before me, a Notary Public in and for said State, personally appeared David S. McDonald, known or identified to me to be the Manager of MV Property, LLC, a limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in the name of MV Property, LLC.

Lacie Thompson
Notary Public for Idaho.
Residing at Blaine
My Commission expires 1/28/2014



ORIGINAL

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Tara Hagen, Realty Specialist
Bureau of Land Management
Shoshone Field Office
400 West F Street
Shoshone, ID 83352

Instrument # 601908

HAILEY, BLAINE, IDAHO
10-10-2012 05:14:03 No. of Pages: 2
Recorded for : HAEMMERLE & HAEMMERLE
JOLYNN DRAGE Fee: 13.00
Ex-Officio Recorder Deputy
Index to: CORRECTION DEED

93

(Space Above Line for Recorder's Use)

QUITCLAIM AND CORRECTION DEED

FOR VALUE RECEIVED, MV Property, LLC, a Idaho Limited Liability Company (Grantor), does hereby convey, release, remise and forever quit claim unto Matthew Thornton, P.O. Box 751, Bellevue, ID 83313, all right, title and interest in and to the following water rights as follows:

1.185 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00026, plus 0.132 cfs of the mitigation component of the same right, for a total quantity of 1.317 cfs.

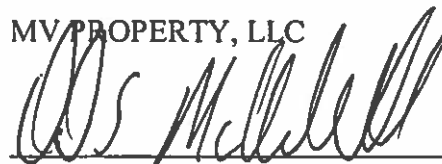
0.510 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00027, plus 0.057 cfs of the mitigation component of the same right, for a total quantity of 0.567 cfs.

A thirty percent (30%) interest in 37-20945 or 0.45 cfs, and/or a thirty percent (30%) in shares held by the Upper Wood River Water Users Association, Inc.

This QUITCLAIM and CORRECTION DEED hereby supersedes and replaces the Quitclaim deed recorded as Blaine County Instrument No. 569725

DATED this 17 day of September, 2012.

MV PROPERTY, LLC

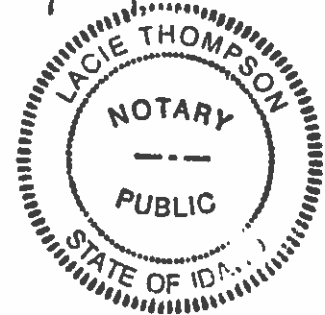


David S. McDonald, Manager

State of Idaho)
) ss.
County of Blaine)

On this 17th day of September, 2012, before me, a Notary Public in and for said State, personally appeared David S. McDonald, known or identified to me to be the Manager of MV Property, LLC, a limited liability company, the manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in the name of MV Property, LLC.

Lacie Thompson
Notary Public for Idaho
Residing at Blaine
My Commission expires 1/28/2014



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Tara Hagen, Realty Specialist
Bureau of Land Management
Shoshone Field Office
400 West F Street
Shoshone, ID 83352

Instrument # 601909
HAILEY, BLAINE, IDAHO
10-10-2012 05:16:15 No. of Pages: 2
Recorded for : HAEMMERLE & HAEMMERLE
JOLYNN DRAGE Fee: 13.00
Ex-Officio Recorder Deputy
Index to: CORRECTION DEED

73

(Space Above Line for Recorder's Use)

QUITCLAIM AND CORRECTION DEED

This QUITCLAIM and CORRECTION DEED relates back to and hereby supersedes and replaces the Affidavit Affecting Title to Property and Correction Warranty Deed recorded as Blaine County Instrument No. 566559. This Correction Deed also corrects the Warranty Deed recorded as Blaine County Instrument No. 554221 by excluding any and all water rights appurtenant to the real property conveyed in that deed from the term "appurtenances" contained in that deed. All other portions of that deed remain in full force and effect.

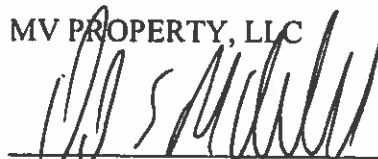
FOR VALUE RECEIVED, MV Property, LLC, a Idaho Limited Liability Company (Grantor), does hereby convey, release, remise and forever quit claim unto the Wood River Land Trust Company, 119 E. Bullion St., Hailey, ID 83333, all right, title and interest in and to the following water rights as follows:

0.100 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00026, plus 0.011 cfs of the mitigation component of the same right, for a total quantity of 0.111 cfs.

0.100 cubic feet per second (cfs) of the irrigation component of the Idaho Department of Water Resources water right number 37-00027, plus 0.011 cfs of the mitigation component of the same right, for a total quantity of 0.111 cfs.

DATED this 17 day of September, 2012.

MV PROPERTY, LLC

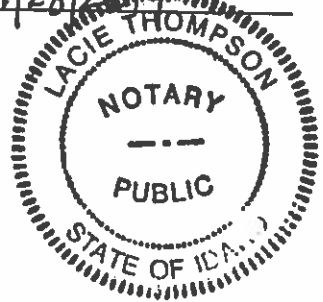


David S. McDonald, Manager

State of Idaho)
) ss.
County of Blaine)

On this 17th day of September, 2012, before me, a Notary Public in and for said State, personally appeared David S. McDonald, known or identified to me to be the Manager of MV Property, LLC, a limited liability company, who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in the name of MV Property, LLC.

Lacie Thompson
Notary Public for Idaho
Residing at Blaine
My Commission expires 1/28/2014



IDAHO DEPARTMENT OF WATER RESOURCES
 Adjudication Recommendation Report 37-26 V1

WATER RIGHT NUMBER: 37-26 V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	GEORGE ALLRED
Previous Owner	, ID J R J DEVELOPMENT CO PO BOX 471 TWIN FALLS, ID 83301 (208)726-5161
Current Owner	MV PROPERTY LLC PO BOX 5 KETCHUM, ID 83340

Priority Date: 05/23/1885

Basis: Decreed

Status: Active

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
MITIGATION	04/15 to 10/31	0.450 CFS	
IRRIGATION	04/15 to 10/31	4.050 CFS	
	<u>Total Diversion:</u>	4.500 CFS	

Location of Point(s) of Diversion

BIG WOOD RIVER NW1/4NE1/4NE1/4 Sec. 19, Twp 01S, Rge 18E, B.M.
 BLAINE 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		
01S	17E	13																	38.0	38.0
01S	17E	24	17.0																	17.0
01S	18E	18									29.0	26.0					17.0		72.0	
01S	18E	19					18.0	26.0											44.0	
								L 1												

Total Acres: 171

MITIGATION same as IRRIGATION

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 37-26 V1

Conditions of Approval:

1. E55 Right Nos. 37-26 and 37-27 are limited to the irrigation of a combined total of 171 acres in a single irrigation season.
2. 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.
3. Mitigation use is water charged for river channel loss.
4. 01E A measuring device and lockable controlling works of a type acceptable to the Department shall be permanently installed and maintained as part of the diverting works.
5. B09 This right is subject to regulation by the watermaster of Water District 37.
6. Total rate of diversion includes 0.45 cfs charged for river channel loss. The right is limited to 4.05 cfs at the point of diversion.

Remarks:

Comments:

Water Supply Bank:

RECEIVED

JAN 26 2007

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

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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

- 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 IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
37-20945					
37-0027					
37-0026					

- The following **REQUIRED** information must be submitted with this form:
 - The appropriate **FILING FEE**. See instructions for fee amounts.
 - 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**.
 - 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 on file with the county Planning and Zoning or Recorder's Office).

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 or equivalent **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)

JRS Development John H. Madon
Box 441

4. New Owner/Claimant(s)

Twin Falls, ID 83303

New Mailing Address

Name Connector (Check one: and, or, and/or)
MV PROPERTY L.L.C. John H. Madon
Box 5

City, State and ZIP Code

Ketchum, ID 83340

New Telephone Number

908) 720-1003

Instrument # 515270

HAILEY, BLAINE, IDAHO
2005-01-18 03:45:00 No. of Pages: 4
Recorded for: AMERITITLE
MARSHA RIEMANN Fee: 12.00
Ex-Officio Recorder Deputy
Instruments: WTYQCJAP DEED

WARRANTY DEED

FOR VALUE RECEIVED

MATTHEW THORNTON, a single man as to an undivided 26% interest; NATE THORNTON and SHARMA THORNTON, husband and wife as to an undivided 4% interest; DAVID S. MCDONALD and RAINY S. MCDONALD, as husband and wife as to an undivided 40% interest and MY PROPERTY, LLC, an Idaho limited liability company as to an undivided 13.34% interest, and JOHN MCDONALD and LOIS MCDONALD, husband and wife as to an undivided 16.66% interest, all as tenants in common

GRANTOR(s), co(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

MV PROPERTY, LLC, an Idaho limited liability company

GRANTEE(s) whose address is: P.O. Box 5, Ketchum, ID 83340

the following described real property in Blaine County, Idaho, to wit:

See Attached Schedule A, continued

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.


TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said 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 encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: January 14, 2005


MATTHEW THORNTON

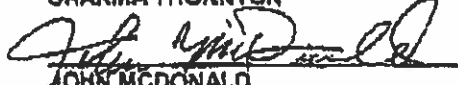
MV PROPERTY, LLC

DAVID S. MCDONALD, MANAGER


NATE THORNTON

37-0026 5-23-1885 4.05 cfs
37-0027 6-15-1886 1.50 cfs


SHARMA THORNTON


JOHN MCDONALD


LOIS MCDONALD

DECREE BK ✓
PRIORITY BK ✓
ANNUAL RPT ✓
ACCESS
BWCC CERT
#327

COST REPORT
MSO ADDRESS ✓
CMS ADDRESS ✓
ROLODEX ✓
RIDER LIST ✓
85-p


DAVID S. MCDONALD


RAINY S. MCDONALD

State of Idaho

}
}ss.

County of Blaine

On this 14th day of January, in the year 2005, before me, the undersigned, personally appeared MATTHEW THORNTON, NATE THORNTON, SHARMA THORNTON, DAVID S. MCDONALD, RAINY S. MCDONALD, JOHN MCDONALD AND LOIS MCDONALD known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Marla G. Mink

Notary Public
Commission Expires: 02/12/2009



State of Idaho

}
}ss.

County of Blaine

On this 14th day of January in the year 2005, before me, the undersigned, personally appeared DAVID S. MCDONALD known or identified to me to be (the manager, the managers, a member, the members) of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company executed the same.

WITNESS my hand and official seal.

Marla G. Mink

Notary Public
Commission Expires: 02/12/2009



SCHEDULE A, CONTINUED

A parcel of land located within Sections 13 and 24, Township 1 South, Range 17 East, Boise Meridian, Blaine County, Idaho and also within Sections 18 and 19, Township 1 South, Range 18 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the One Quarter Corner common to said Section 18 and 19, from which point the northwest corner of said Section 19 bears South 89°35'52" West 2,478.84 feet;

Thence North 89°38'46" East 1,331.67 feet along the north boundary of said Section 19 to an aluminum cap marking the northeast corner of the NW1/4 NE1/4, Section 19, which point is the REAL POINT OF BEGINNING;

Thence South 0°11'50" East 1,311.76 feet along the east boundary said NW1/4 NE1/4, Section 19 to an aluminum cap marking the southeast corner of said NW1/4 NE1/4, Section 19;

Thence South 89°29'31" West 1,325.15 feet along the south boundary said NW1/4 NE1/4, Section 19 to an aluminum cap marking the southwest corner of said NW1/4 NE1/4, Section 19;

Thence South 89°28'02" West 2,473.88 feet along the south boundary of the N1/2 NW1/4 to an aluminum cap marking the southwest corner of said N1/2 NW1/4, Section 19;

Thence South 88°33'38" West 2,227.48 feet along the south boundary of the N1/2 NE1/4, said Section 24;

Thence North 11°07'50" East 324.91 feet;

Thence North 78°52'10" West 100.00 feet;

Thence North 11°07'50" East 250.00 feet;

Thence South 78°52'10" East 100.00 feet;

Thence North 11°07'50" East 2,225.80 feet to a point on the southerly boundary of Idaho State Highway No. 20;

FROM : WATER 37 37M

FAX NO. : 2088867930

Dec. 05 2006 08:59AM P7

0.0

.Feb-02-2005 WED 01:14 PM ANERITITLE

FAX NO. 2087261062

P. 07

Thence the following five courses and distances along the southerly boundary of said Idaho State Highway No. 20 to aluminum caps:

South 79°18'56" East 345.39 feet;

North 61°30'28" East 221.48 feet;

South 79°19'06" East 2,565.58 feet;

South 79°19'09" East 2,330.08 feet;

South 45°58'28" East 185.05 feet;

Thence South 0°24'42" East 351.20 feet along the east boundary of the SW1/4 SE1/4 said Section 18 to the point of beginning.

Order No. 54260

Instrument # 613351

HAILEY, BLAINE, IDAHO

2004-11-30

04:06:00

No. of Pages: 6

Recorded for : AMERITITLE

MARSHA RIEMANN

Fee: 18.00

Ex-Officio Recorder Deputy

Instate: WTWQC-CORP DEED

WARRANTY DEED

FOR VALUE RECEIVED

JOHN MCDONALD and LOIS MCDONALD, husband and wife and RON STANLEY and MARGARET STANLEY, husband and wife and JAMES HOWARD WEBB JR., as successor Trustee of The Webb Family Trust Dated January 27, 1989, and Amended April 18, 1994 and JAMES HOWARD WEBB, JR. and CAROL WEBB, husband and wife

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

MATTHEW THORNTON, a single man as to an undivided 26% interest; NATE THORNTON and SHARMA THORNTON, husband and wife as to an undivided 4% interest; DAVID S. MCDONALD and RAINY S. MCDONALD, husband and wife as to an undivided 40% interest and MV PROPERTY, LLC, an Idaho limited liability company as to an undivided 13.34% interest, and JOHN MCDONALD AND LOIS MCDONALD, husband and wife as to an undivided 16.66% interest, all as tenants in common

GRANTEE(s) whose address is: P.O. Box 5, Ketchum, ID 83340,

the following described real property in Blaine County, Idaho, to wit:

See Attached Schedule A, continued

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said 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 encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: November 29, 2004

SEE ATTACHED SIGNATURE PAGE AND NOTARIES

To: Trish

From Cyndi
WB 37

SCHEDULE A, CONTINUED

A parcel of land located within Sections 13 and 24, Township 1 South, Range 17 East, Boise Meridian, Blaine County, Idaho and also within Sections 18 and 19, Township 1 South, Range 18 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the One Quarter Corner common to said Section 18 and 19, from which point the northwest corner of said Section 19 bears South 89°35'52" West 2,478.84 feet;

Thence North 89°38'46" East 1,331.67 feet along the north boundary of said Section 19 to an aluminum cap marking the northeast corner of the NW1/4 NE1/4, Section 19, which point is the REAL POINT OF BEGINNING;

Thence South 0°11'50" East 1,311.76 feet along the east boundary said NW1/4 NE1/4, Section 19 to an aluminum cap marking the southeast corner of said NW1/4 NE1/4, Section 19;

Thence South 89°29'31" West 1,325.15 feet along the south boundary said NW1/4 NE1/4, Section 19 to an aluminum cap marking the southwest corner of said NW1/4 NE1/4, Section 19;

Thence South 89°28'02" West 2,473.88 feet along the south boundary of the N1/2 NW1/4 to an aluminum cap marking the southwest corner of said N1/2 NW1/4, Section 19;

Thence South 88°33'38" West 2,227.48 feet along the south boundary of the N1/2 NE1/4, said Section 24;

Thence North 11°07'50" East 324.91 feet;

Thence North 78°52'10" West 100.00 feet;

Thence North 11°07'50" East 250.00 feet;

Thence South 78°52'10" East 100.00 feet;

Thence North 11°07'50" East 2,225.80 feet to a point on the southerly boundary of Idaho State Highway No. 20;

Thence the following five courses and distances along the southerly boundary of said Idaho State Highway No. 20 to aluminum caps:

- South 79°18'56" East 345.39 feet;**
- North 61°30'28" East 221.48 feet;**
- South 79°19'06" East 2,565.58 feet;**
- South 79°19'09" East 2,330.08 feet;**
- South 45°58'28" East 185.05 feet;**

Thence South 0°24'42" East 351.20 feet along the east boundary of the SW1/4 SE1/4 said Section 18 to the point of beginning.

50

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: A37-00026
Date Received: 10/20/1988
Receipt No: 0005288
Received By: [Signature]

RECEIVED

RECEIVED

JAN 26 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

OCT 27 1988

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Department of Water Resources

1. Name: J.R.J. DEVELOPMENT, INC. 208-423-5411
Address: P.O. BOX 1724
TWIN FALLS, ID 83301-0000

2. Date of Priority: MAY 23, 1885

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
01S	18E	19	NW	NE	NE		BLAINE

5. Description of diverting works:
PUMP STATION

6. Water is used for the following purposes:

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

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

8. Total consumptive use is 1067.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01S	17E	13	NE	SE		IRR	38.0
			NW	SE		IRR	14.0
			SW	SE		IRR	14.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	17E	13	SE	SE		IRR	40.0
						Section Acres	106.0
		24	NE	NE		IRR	25.0
			NW	NE		IRR	5.0
						Section Acres	30.0
	18E	18	NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	38.0
			SE	SW		IRR	38.0
			NW	SE		IRR	40.0
			SW	SE		IRR	38.0
						Section Acres	234.0
		19	NW	NE		IRR	10.0
			NE	NW		IRR	22.0
			NW	NW		IRR	25.0
						Section Acres	57.0
						Total Acres	427.0

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
A3700027.

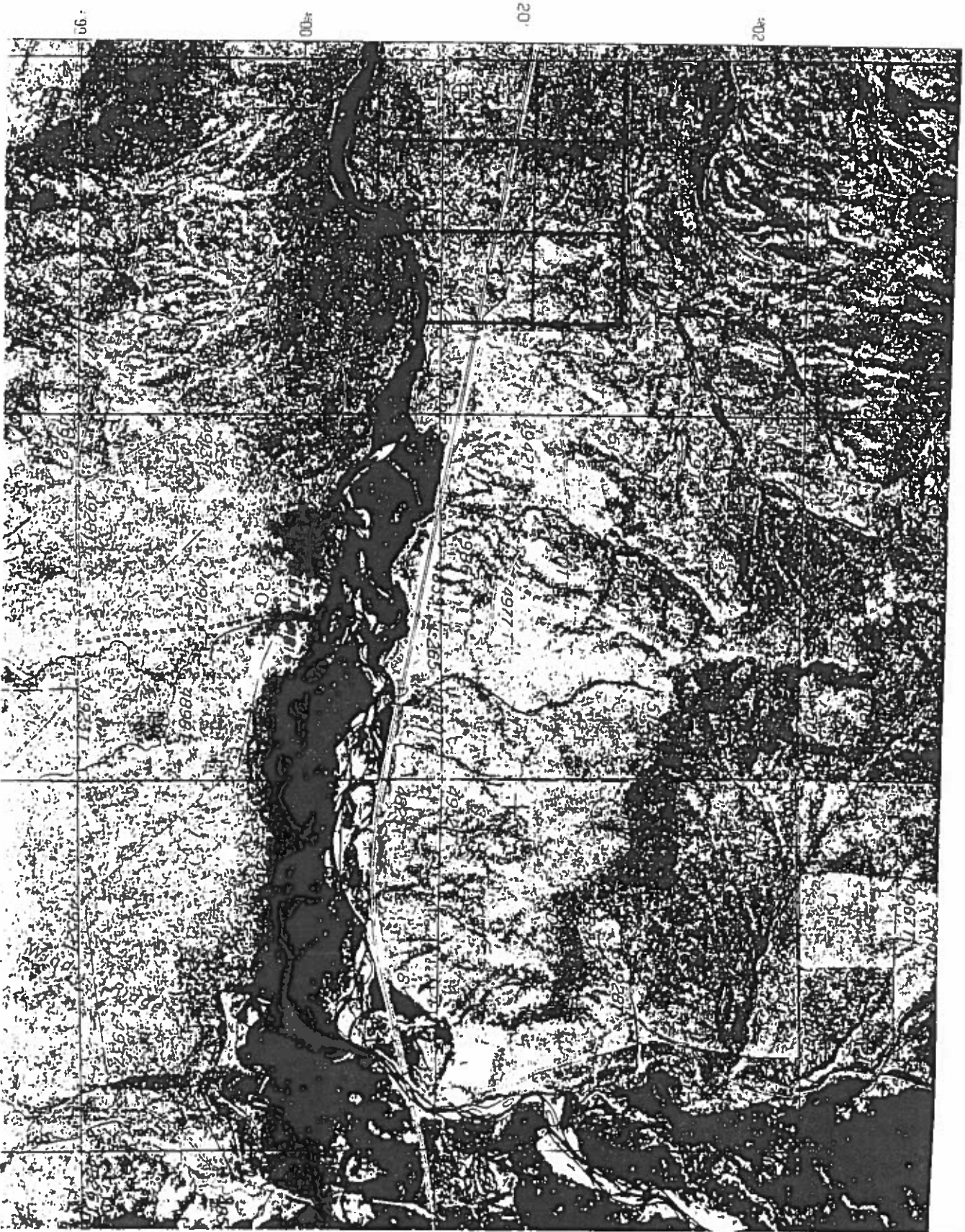
14. Remarks:
TRANS. 2987. A 10% RIVER CHANNEL LOSS IS ASSESSED TO THE RTS. IDENTIFIED HEREIN & THE RATE OF FLOW SHALL NOT EXCEED 5.85 CFS AT THE P/D. CLAIMANT MIXES ALL WATER TOGETHER A37-00026, A3700027, 3707983.

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

S. C. FROST, ET. AL.
Decree Plaintiff

vs

ALTURAS WATER COMPANY, ET. AL.
Decree Defendant



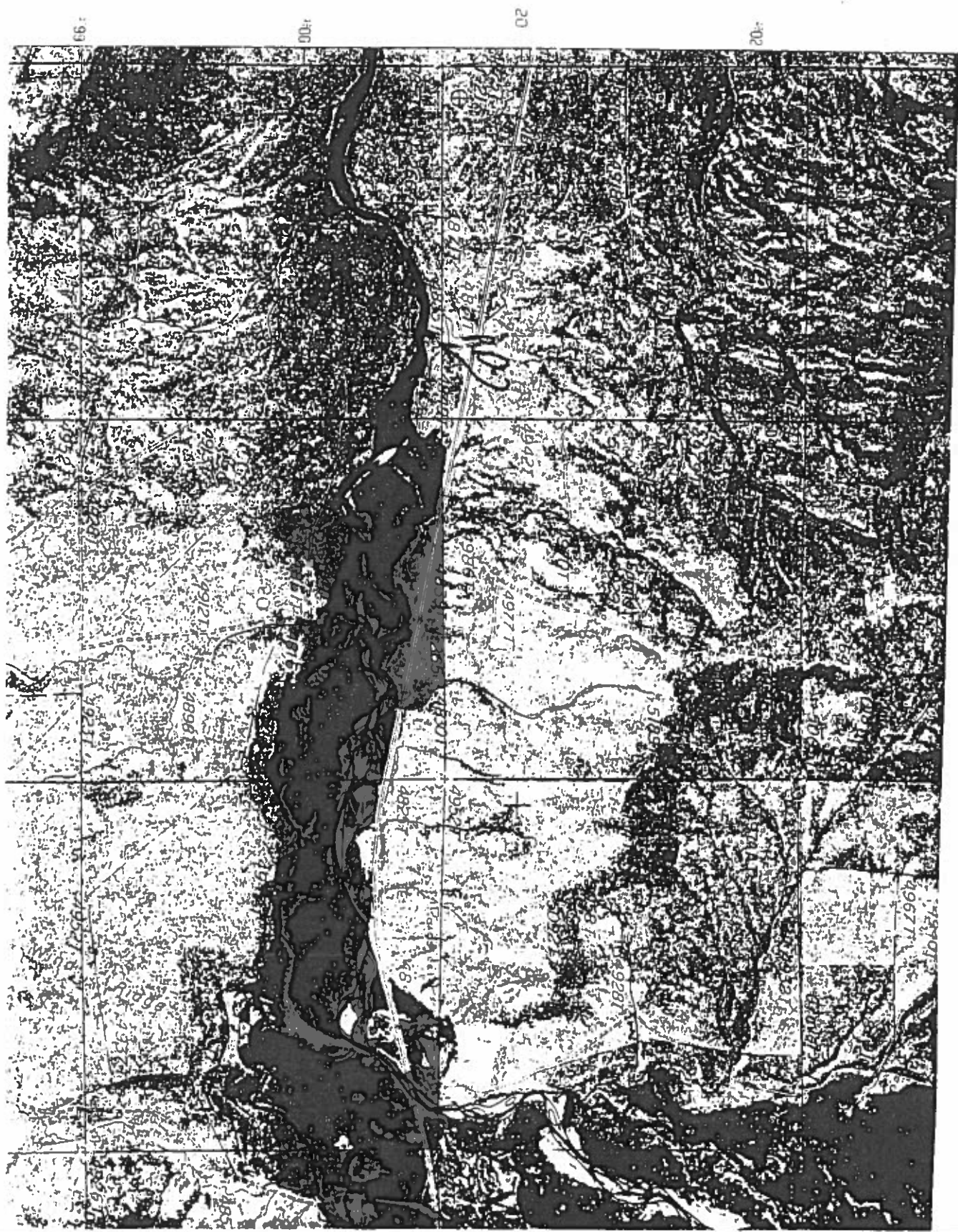


Northside
Moonstone Landing
Barrel Spring
Hot Springs Landing
Mines
Spring
Clay Bank Spring
Metaluff Spring

4890 4895 4900 4905 4910 4915 4920 4925 4930 4935 4940 4945 4950 4955 4960 4965 4970 4975 4980 4985 4990 4995 5000 5005 5010 5015 5020 5025 5030 5035 5040 5045 5050 5055 5060 5065 5070 5075 5080 5085 5090 5095 5100 5105 5110 5115 5120 5125 5130 5135 5140 5145 5150 5155 5160 5165 5170 5175 5180 5185 5190 5195 5200 5205 5210 5215 5220 5225 5230 5235 5240 5245 5250 5255 5260 5265 5270 5275 5280 5285 5290 5295 5300

5	14	38
25	40	70

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Sec 19



RECEIVED

JAN 26 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

12/18/2006

NOTICE OF ERROR
REPLY

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: 01/05/2007

Water right number: 37-26

J R J DEVELOPMENT CO
PO BOX 471
TWIN FALLS ID 83301
Telephone Number: (208)726-5161

NAME
changed

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

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

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

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

DATE: 01-17-07

SIGNATURE: *John H. McDonald*

Please print your name: John H. McDonald 120-1003

IDWR Regional Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, 2082874800

RECEIVED

JAN 26 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

12/18/2006

NOTICE OF ERROR
REPLY

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: 01/05/2007

Water right number: 37-27

J R J DEVELOPMENT CO

PO BOX 471

TWIN FALLS ID 83301

Telephone Number: (208) 726-5161

720-1003

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

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

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

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

DATE: 01-17-07

SIGNATURE: [Handwritten Signature]

Please print your name: John H. McDonald 720-1003

IDWR Regional Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, 2082874800



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

SOUTHERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

January 26, 2007

MV PROPERTY LLC
PO BOX 5
KETCHUM ID 83340

Re: SRBA Claim #37-20945, #37-26, #37-27

Dear Claimant,

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the records of current ownership to you. Please find the enclosed copies of the computer records of the claims noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Carrie Hahn".

Carrie Hahn
Office Specialist

Enc.

RECEIVED
JAN 26 2007
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Order No. 54260

Instrument # 513351

HAILEY, BLAINE, IDAHO

2004-11-30

04:06:00

No. of Pages: 8

Recorded for: AMERITITLE

MARSHA RIEMANN

Fee: 18.00

Ex-Officio Recorder Deputy

Index to: WTYD/CICORP DEED

WARRANTY DEED

FOR VALUE RECEIVED

JOHN MCDONALD and LOIS MCDONALD, husband and wife and RON STANLEY and MARGARET STANLEY, husband and wife and JAMES HOWARD WEBB JR., as successor Trustee of The Webb Family Trust Dated January 27, 1989, and Amended April 18, 1994 and JAMES HOWARD WEBB, JR. and CAROL WEBB, husband and wife

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

MATTHEW THORNTON, a single man as to an undivided 25% interest; NATE THORNTON and SHARMA THORNTON, husband and wife as to an undivided 4% interest; DAVID S. MCDONALD and RAINY S. MCDONALD, husband and wife as to an undivided 40% interest and MV PROPERTY, LLC, an Idaho limited liability company as to an undivided 13.34% interest, and JOHN MCDONALD AND LOIS MCDONALD, husband and wife as to an undivided 16.66% interest, all as tenants in common

GRANTEE(s) whose address is: P.O. Box 5, Ketchum, ID 83340,

the following described real property in Blaine County, Idaho, to wit:

See Attached Schedule A, continued

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said 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 encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: November 29, 2004

SEE ATTACHED SIGNATURE PAGE AND NOTARIES

SCHEDULE A, CONTINUED

A parcel of land located within Sections 13 and 24, Township 1 South, Range 17 East, Boise Meridian, Blaine County, Idaho and also within Sections 18 and 19, Township 1 South, Range 18 East, Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the One Quarter Corner common to said Section 18 and 19, from which point the northwest corner of said Section 19 bears South 89°35'52" West 2,478.84 feet;

Thence North 89°38'46" East 1,331.67 feet along the north boundary of said Section 19 to an aluminum cap marking the northeast corner of the NW1/4 NE1/4, Section 19, which point is the REAL POINT OF BEGINNING;

Thence South 0°11'50" East 1,311.76 feet along the east boundary said NW1/4 NE1/4, Section 19 to an aluminum cap marking the southeast corner of said NW1/4 NE1/4, Section 19;

Thence South 89°29'31" West 1,325.15 feet along the south boundary said NW1/4 NE1/4, Section 19 to an aluminum cap marking the southwest corner of said NW1/4 NE1/4, Section 19;

Thence South 89°28'02" West 2,473.88 feet along the south boundary of the N1/2 NW1/4 to an aluminum cap marking the southwest corner of said N1/2 NW1/4, Section 19;

Thence South 88°33'38" West 2,227.48 feet along the south boundary of the N1/2 NE1/4, said Section 24;

Thence North 11°07'50" East 324.91 feet;

Thence North 78°52'10" West 100.00 feet;

Thence North 11°07'50" East 250.00 feet;

Thence South 78°52'10" East 100.00 feet;

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North 61°30'28" East 221.48 feet;
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South 79°19'09" East 2,330.08 feet;
South 45°58'28" East 185.05 feet;**

Thence South 0°24'42" East 351.20 feet along the east boundary of the SW1/4 SE1/4 said Section 18 to the point of beginning.

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5. **ITEMS INCLUDED & EXCLUDED IN THIS SALE:** All existing fixtures and fittings that are attached to the property are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all attached floor coverings, attached television antennae, satellite dish and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, all window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, all water systems, wells, springs, water, water rights, ditches and ditch rights, if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: _____

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: _____

6. **TITLE CONVEYANCE:** Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

7. **TITLE INSURANCE:** There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available.

(A). **TITLE COMMITMENT:** Prior to closing the transaction, SELLER or BUYER shall furnish to BUYER a commitment of a title insurance policy showing the condition of the title to said premises. BUYER shall have business day(s) from receipt of the commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is not marketable, or cannot be made so within business day(s) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). **TITLE COMPANY:** The parties agree that _____ Title Company located at _____ shall provide the title policy and preliminary report of commitment.

(C). **STANDARD COVERAGE OWNER'S POLICY:** SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Homeowner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Escrow Holder in writing and pay any increase in cost unless otherwise provided herein.

(D). **EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy):** The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

8. **MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE:** BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.

BUYER'S Initials (_____ X _____) Date _____

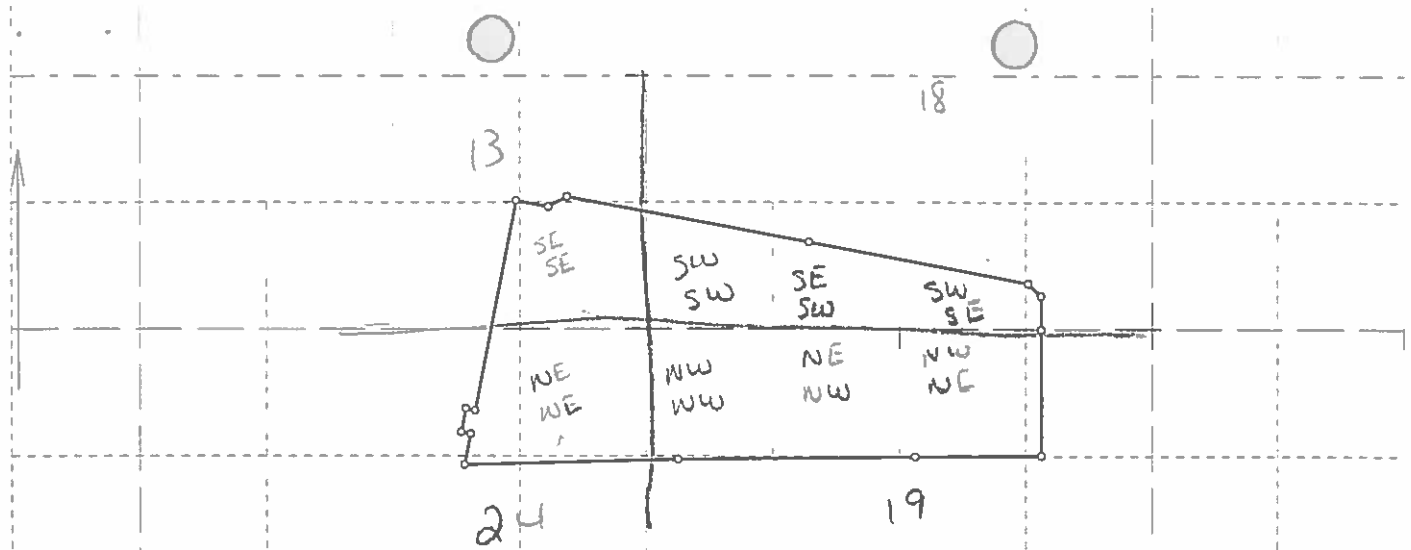
) Date _____

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National Association of REALTORS®
Copyright Idaho Assn

who are members of the

RE-21 RESIDENTIAL PURCHASE AND SALE AGREEMENT PAGE 2 of 6 JULY 200

This is standard form used on ALL Real Estate transactions in Blaine County
John



Title:		Date: 01-26-2007
Scale: 1 inch = 2000 feet	File:	
Tract 1: 306.885 Acres: 13367928 Sq Feet: Closure = s60.0619w 0.00 Feet: Precision > 1/999999: Perimeter = 16338 Feet		
001=NW,NW,NW,19,01S,17E	008=N11.0750E 324.91	015=S79.1906E 2565.58
002=/S89.3552W 2478.84	009=N78.5210W 100	016=S79.1909E 2330.08
003=/N89.3846E 1334.67	010=N11.0750E 250	017=S45.5828E 185.05
004=S0.1150E 1311.76	011=S78.5210E 100	018=S0.2442E 351.20
005=S89.2931W 1325.15	012=N11.0750E 2225.80	
006=S89.2802W 2473.88	013=S79.1856E 345.39	
007=S88.3338W 2227.48	014=N61.3028E 221.48	

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 37-26

2. TRANS. 2987.
A 10% RIVER CHANNEL LOSS IS ASSESSED TO THE RTS. IDENTIFIED HEREIN & THE RATE OF FLOW SHALL NOT EXCEED 5.85 CFS AT THE P/D.
CLAIMANT MIXES ALL WATER TOGETHER A37-00026,A3700027,3707983.
3. 016 See remarks for additional conditions of approval.

Remarks:

Comments:

Dates and Other Information:

Claim Received Date: 1/25/1989
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector:
Water District Number: 37
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

Combined Use Limits:

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-26

WATER RIGHT NUMBER: 37-26

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	J R J DEVELOPMENT CO PO BOX 471 TWIN FALLS, ID 83301 (208)726-5161
Original Owner	GEORGE ALLRED

, ZZ

Priority Date: 05/23/1885
Basis: Decreed
Status: Active

<u>Source</u>	<u>Tributary</u>
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 /	4.500 CFS	
	<u>Total Diversion:</u>	4.500 CFS	

Location of Point(s) of Diversion

BIG WOOD RIVER NE1/4NE1/4 Sec. 19, Twp 01S, Rge 18E, B.M.
BLAINE 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		
01S	17E	13																	33.0	33.0
01S	17E	24	17.0																	17.0
01S	18E	18									34.0	26.0					17.0		77.0	
01S	18E	19					18.0	26.0											44.0	
								L1												

Total Acres: 171

Conditions of Approval:

- 016 See remarks for additional conditions of approval.

IDAHO DEPARTMENT OF WATER RESOURCES

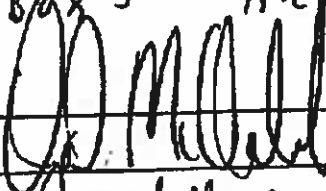
Water Right Report 37-26

2. 01E A measuring device and lockable controlling works of a type acceptable to the Department shall be permanently installed and maintained as part of the diverting works.
3. TRANS. 2987. AC. IRR. = 171. A 10% RIVER CHANNEL LOSS IS ASSESSED TO THE RTS. IDENTIFIED HEREIN & THE RATE OF FLOW SHALL NOT EXCEED 5.85 CFS AT THE P/D.
4. 005 Use of water under this right is subject to control by the watermaster of State Water District No. &DISTRICT.

Remarks:Comments:Dates and Other Information:

Licensed Date:
Decreed Date: 12/13/1909
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

Combined Use Limits:Water Supply Bank:

No. W 34746	Due no later than November 30, 2006 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	DAVID S MCDONALD 323 N 6TH ST STE 320 BOISE, ID 83702
NO FILING FEE IF RECEIVED BY DUE DATE	MV PROPERTY, LLC PO BOX 6 KETCHUM, ID 83340	3. New Registered Agent Signature
4. Limited Liability Companies: Enter Names and Addresses of Managers.		
<u>Office held</u>	<u>Name</u>	<u>Street or P.O. Address</u> <u>City</u> <u>State</u> <u>Zip</u>
Member	David McDonald	Box 5 Ketchum Id 83340
	John McDonald	Box 1 Ketchum Id 83340
	Matt Thornton	Box 5 Ketchum Id 83340
	Nate Thornton	Box 5 Ketchum Id 83340
5. Organized Under the Laws of: IDAHO W 34746	6. Signature  Name (Typed or Printed) <u>David McDonald</u>	Date <u>9/5/06</u> Title <u>Member</u>

Do Not Tape or Staple

200611000517





Idaho Department of Water Resources

SRBA Recommendation:

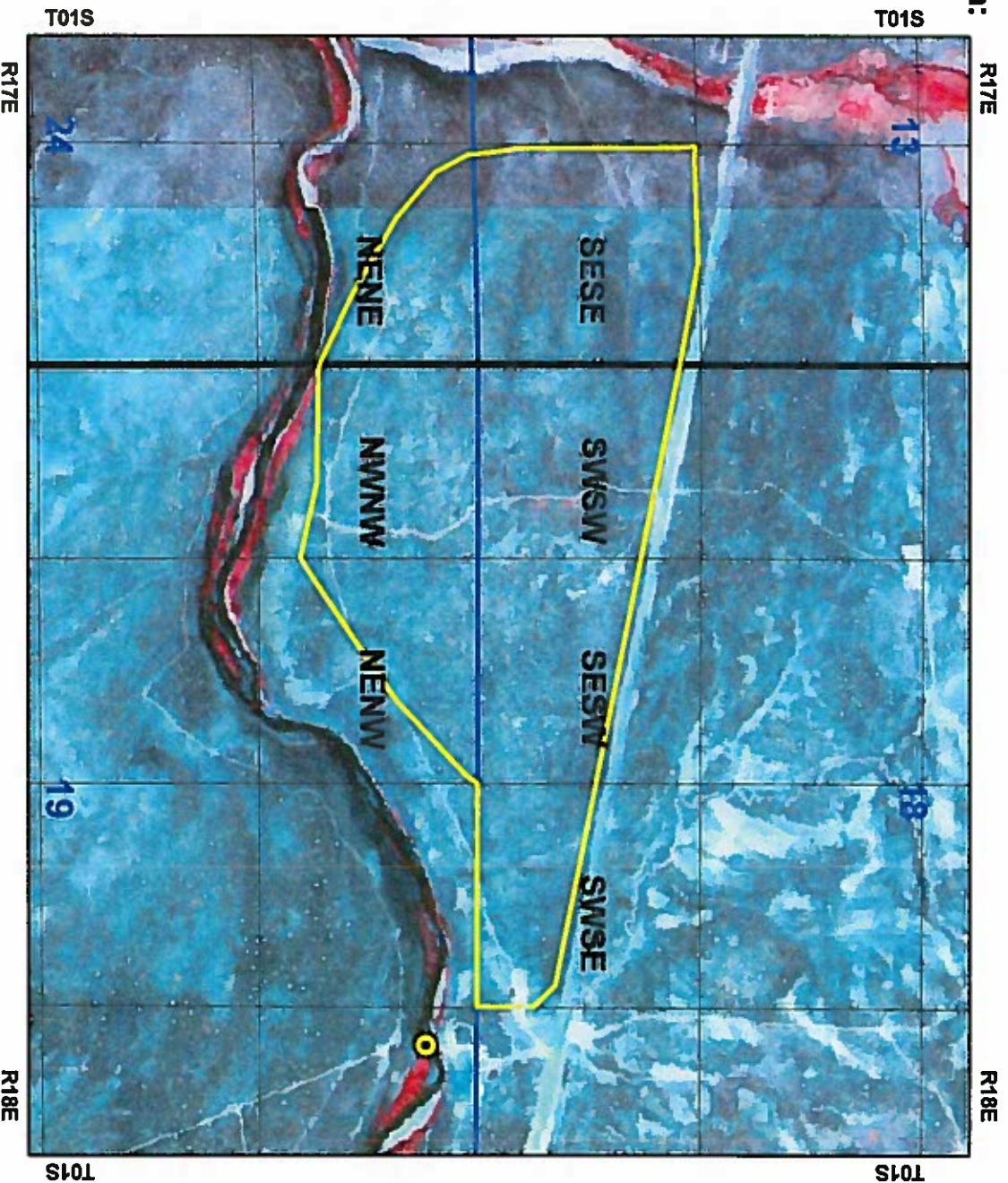
37-26
(Irrigation)

Legend

-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Blaine County
IDWR Basin 37



Prepared by C. Skinner
On Wednesday, December 13, 2006
1987/88 Aerial Photography



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

JAMES E. RISCH
Governor

KARL J. DREHER
Director

December 5, 2006

MW PROPERTY LLC
PO BOX 5
KETCHUM ID 83340

RE: OWNERSHIP CHANGE FOR ADJUDICATION CLAIM #37-26, #37-27

Dear Claimant:

The Department has been notified that you are the current owner of the property to which the above adjudication claim is appurtenant. In order for our records to be changed, however, it is necessary for you to complete the enclosed Notice of Change of Water Right Ownership form. Please complete it per the instructions (pages 3 and 4), the required information listed under item 2 has been submitted to the Department. Once this packet is received, the changes will be made to our records, and you will be sent confirmation that the change has been completed.

Thank you for your prompt attention to this matter and should you have any questions please feel free to contact me.

Sincerely,

Carrie Hahn
Clerk

This ownership change
is for lands ~~south~~^{north} of Hwy 20

Previous transfer moved
water to south of Hwy 20

Transfer in 1985, Claimed in
1991 N + S of Hwy, Rec'd
as transferred. No Obj.

This O/C of NO EFFECT

D. Jones
5/18/09

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

RECEIVED
NOV 3 9 2005
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
_____	<u>37-26</u>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	<u>37-27</u>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>

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) 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 PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s): JRJ Development Co.
P.O. Box 471, Twin Falls, ID 83301
4. New Owner/Claimant(s): Harry S. Rinker, Trustee for the Harry S. and
Diane J. Rinker Revocable Trust dated 5/10/66
New Mailing Address: P.O. Box 7250
City, State, Zip Code: Newport Beach, CA 92658
New Telephone Number: (714) 979-8300
5. Date you acquired the property: January 15, 2004

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 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: _____

<u>Water Use</u>	<u>Diversion Rate or Volume</u> (cubic feet per second or acre-feet annum)	<u>Description</u> (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: _____

<u>Water Use</u>	<u>Diversion Rate or Volume</u> (cubic feet per second or acre-feet annum)	<u>Description</u> (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)

Chris E. Johnson
Power of Attorney

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.

Received by: <u>AMB</u>	Date: <u>11-30-06</u>	Fee: <u>\$ 200.00</u>
Received by: <u>AMB</u>	Date: <u>11-30-06</u>	Receipt No: <u>2082732</u>
Processed by: _____ AJ	Date: _____	WR: _____ Date: _____

FOR OFFICE USE ONLY

Order No. 53403

Instrument # 498346

HAILEY, BLAINE, IDAHO
2004-01-26 02:54:00 No. of Pages: 7
Recorded for : AMERITITLE
MARSHA RIEMANN Fee: 21.00
Ex-Officio Recorder Deputy
Index to: WTYGCCORP DEED

WARRANTY DEED

mpp

FOR VALUE RECEIVED

JOHN MCDONALD and LOIS MCDONALD, husband and wife; RON STANLEY and MARGARET STANLEY, husband and wife; JAMES HOWARD WEBB, JR., ~~SARAH L. AMSTUTZ, PERRY A. WEBB, CAROL WEBB~~ AS SUCCESSOR TRUSTEE OF THE WEBB FAMILY TRUST DATED JANUARY 27, 1989 AND AMENDED APRIL 18, 1994 and JAMES HOWARD WEBB, JR. and CAROL WEBB, husband and wife

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

HARRY S. RINKER, TRUSTEE OF THE HARRY S. AND DIANE J. RINKER REVOCABLE TRUST DATED MAY 10, 1966, AS AMENDED AND RESTATED

GRANTEE(s) whose address is: P.O. Box 7250, Newport Beach, CA 92658

the following described real property in Blaine County, Idaho, to wit:

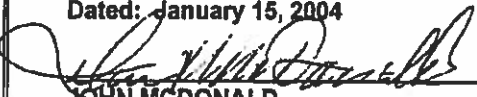
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This document may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said 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 encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: January 15, 2004



JOHN MCDONALD



LOIS MCDONALD

RON STANLEY

MARGARET STANLEY

JAMES HOWARD WEBB, JR, SUCCESSOR TRUSTEE

SARAH L. AMSTUTZ, SUCCESSOR TRUSTEE

PERRY A. WEBB, SUCCESSOR TRUSTEE

JAMES HOWARD WEBB, JR.

CAROL WEBB

State of Idaho }
County of Blaine }ss.
}

On this 19th day of January, in the year 2004, before me, the undersigned, personally appeared **JOHN MCDONALD AND LOIS MCDONALD** known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.
Marla G Mink
Notary Public
Commission Expires: 02/12/09



State of Idaho }
County of }ss.
}

~~On this _____ day of January, in the year 2004, before me, the undersigned, personally appeared **RON STANLEY AND MARGARET STANLEY** known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.~~

~~WITNESS my hand and official seal.

Notary Public
Commission Expires:~~

~~State of Idaho }
County of }ss.
}~~

~~On this _____ day of January, in the year 2004, before me, the undersigned, personally appeared **JAMES HOWARD WEBB, JR AND CAROL WEBB** known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.~~

~~WITNESS my hand and official seal.

Notary Public
Commission Expires:~~

~~State of Idaho }
County of }ss.
}~~

~~On this _____ day of January, in the year 2004, before me, the undersigned, personally appeared **JAMES HOWARD WEBB, JR., SARAH L. AMSTUTZ, AND PERRY A. WEBB**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument as trustee(s) of the **WEBB FAMILY TRUST DATED JANUARY 27, 1989**, and acknowledged to me that he/she/they executed the same as such trustee(s).~~

~~WITNESS my hand and official seal.

Notary Public
Commission Expires:~~

Order No. 53403

WARRANTY DEED

FOR VALUE RECEIVED

JOHN MCDONALD and LOIS MCDONALD, husband and wife; RON STANLEY and MARGARET STANLEY, husband and wife; JAMES HOWARD WEBB, JR., ~~SARAH L. AMSTUTZ, PERRY A. WEBB, CAROL WEBB~~, AS SUCCESSOR TRUSTEES OF THE WEBB FAMILY TRUST DATED JANUARY 27, 1989 AND AMENDED APRIL 18, 1994 and JAMES HOWARD WEBB, JR. and CAROL WEBB, husband and wife

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

HARRY S. RINKER, TRUSTEE OF THE HARRY S. AND DIANE J. RINKER REVOCABLE TRUST DATED MAY 10, 1966, AS AMENDED AND RESTATED

GRANTEE(s) whose address is: P.O. Box 7250, Newport Beach, CA 92658

the following described real property in Blaine County, Idaho, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This document may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said 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 encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: January 15, 2004

JOHN MCDONALD

Ron Stanley

RON STANLEY

LOIS MCDONALD

Margaret Stanley

MARGARET STANLEY

JAMES HOWARD WEBB, JR, SUCCESSOR TRUSTEE

PERRY A. WEBB, SUCCESSOR TRUSTEE

CAROL WEBB

SARAH L. AMSTUTZ, SUCCESSOR TRUSTEE

JAMES HOWARD WEBB, JR.

State of Idaho)
)ss.
County of)

On this _____ day of January, in the year 2004, before me, the undersigned, personally appeared **JOHN MCDONALD AND LOIS MCDONALD** known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Notary Public
Commission Expires:

State of Idaho)
)ss.
County of *Twin Falls*)

On this *19th* day of January, in the year 2004, before me, the undersigned, personally appeared **RON STANLEY AND MARGARET STANLEY** known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public **STATE OF IDAHO**
Commission Expires: _____

State of Idaho)
)ss.
County of)

On this _____ day of January, in the year 2004, before me, the undersigned, personally appeared **JAMES HOWARD WEBB, JR. AND CAROL WEBB** known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Notary Public
Commission Expires:

State of Idaho)
)ss.
County of)

On this _____ day of January, in the year 2004, before me, the undersigned, personally appeared **JAMES HOWARD WEBB, JR., SARAH L. AMSTUTZ, AND PERRY A. WEBB**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument as trustee(s) of the **WEBB FAMILY TRUST DATED JANUARY 27, 1989**, and acknowledged to me that he/she/they executed the same as such trustee(s).

WITNESS my hand and official seal.

Notary Public
Commission Expires:

Order No. 53403

WARRANTY DEED

FOR VALUE RECEIVED

JOHN MCDONALD and LOIS MCDONALD, husband and wife; RON STANLEY and MARGARET STANLEY, husband and wife; JAMES HOWARD WEBB, JR.; SARAH L. AMSTUTZ and PERRY A. WEBB, AS SUCCESSOR TRUSTEES OF THE WEBB FAMILY TRUST DATED JANUARY 27, 1989 AND AMENDED APRIL 18, 1994 and JAMES HOWARD WEBB, JR. and CAROL WEBB, husband and wife

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

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GRANTEE(s) whose address is: P.O. Box 7250, Newport Beach, CA 92658

the following described real property in Blaine County, Idaho, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This document may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said 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 encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: January 15, 2004

JOHN MCDONALD

LOIS MCDONALD

RON STANLEY

MARGARET STANLEY

James Howard Webb, Jr. Successor Trustee

JAMES HOWARD WEBB, JR., SUCCESSOR TRUSTEE

Sarah L. Amstutz Successor Trustee

SARAH L. AMSTUTZ, SUCCESSOR TRUSTEE

Perry A. Webb Successor Trustee

PERRY A. WEBB, SUCCESSOR TRUSTEE

James Howard Webb, Jr.

JAMES HOWARD WEBB, JR.

Carol Webb

CAROL WEBB

State of Idaho)
)ss.
County of)

On this _____ day of January, in the year 2004, before me, the undersigned, personally appeared **JOHN MCDONALD AND LOIS MCDONALD** known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal

Notary Public
Commission Expires:

State of Idaho)
)ss.
County of)

On this _____ day of January, in the year 2004, before me, the undersigned, personally appeared **RON STANLEY AND MARGARET STANLEY** known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal

Notary Public
Commission Expires:

State of ~~Idaho~~ **Oregon**)
)ss.
County of **Baker**)

On this **21st** day of January, in the year 2004, before me, the undersigned, personally appeared **JAMES HOWARD WEBB, JR AND CAROL WEBB** known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal

Dorothy Karp
Notary Public
Commission Expires: **8-2-2006**



State of Idaho)
)ss.
County of)

On this _____ day of January, in the year 2004, before me, the undersigned, personally appeared **JAMES HOWARD WEBB, JR., SARAH L. ANSTUTZ, AND PERRY A. WEBB**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument as trustee(s) of the **WEBB FAMILY TRUST DATED JANUARY 27, 1989**, and acknowledged to me that he/she/they executed the same as such trustee(s).

WITNESS my hand and official seal

Dorothy Karp
Notary Public
Commission Expires: **8-2-2006**



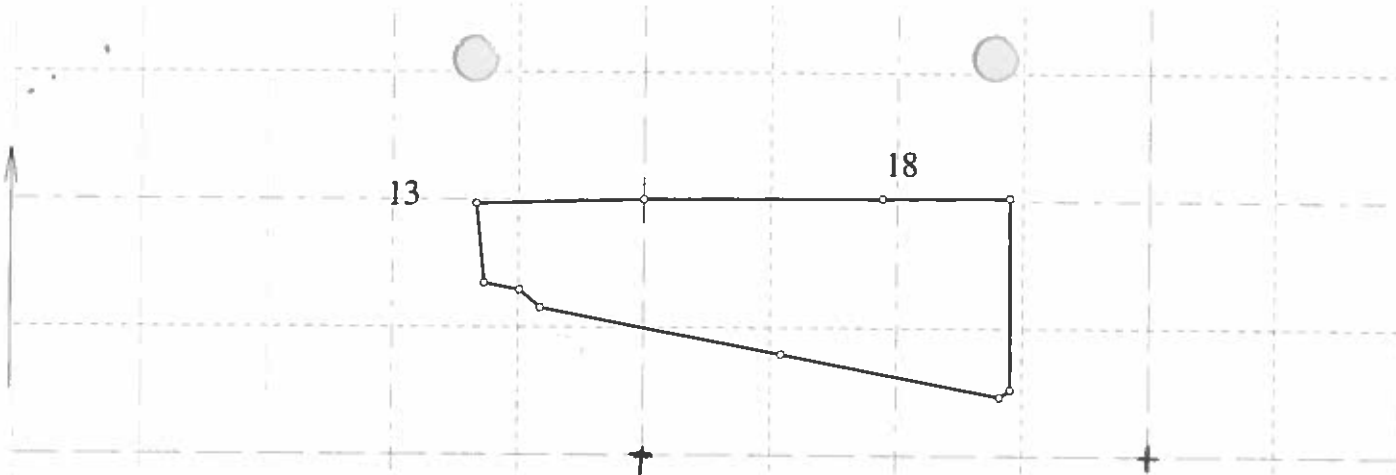
**ORDER NO. 53403
LEGAL DESCRIPTION**

EXHIBIT "A"

A PARCEL OF LAND LOCATED WITHIN SECTION 13, TOWNSHIP 1 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO AND ALSO WITHIN SECTION 18, TOWNSHIP 1 SOUTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a brass cap marking the one-quarter corner common to said Sections 13 and 18, which point is the REAL POINT OF BEGINNING; thence N. 89°39'14" E., 2,488.38 feet along the north boundary of the SW¼, said Section 18, Township 1 South, Range 18 East, Boise Meridian to a one-inch diameter iron pipe marking the center one-quarter corner, said Section 18; thence N. 89°39'15" E., 1,328.71 feet along the north boundary of the SE¼, said Section 18, Township 1 South, Range 18 East, Boise Meridian to a one-inch diameter iron pipe marking the center – east one-sixteenth corner of said Section 18; thence S. 0°24'42" E., 1,977.57 feet along the east boundary of the W½ SE¼, said Section 18 to a one inch diameter pipe on the northerly right-of-way of Idaho State Highway No. 20; thence the following five courses and distances along said northerly boundary said Idaho State Highway No. 20;

**S. 55°08'47" W., 132.69 feet to a right-of-way monument;
N. 79°19'13" W., 2,329.75 feet to a right-of-way monument;
N. 79°18'53" W., 2,565.20 feet to a right-of-way monument;
N. 49°52'49" W., 284.19 feet to a right-of-way monument;
N. 79°18'23" W., 373.18 feet to the approximate centerline of Rock Creek on the easterly Boundary of Idaho State Fish and Game property; thence
N. 6°00'52" W., 828.13 feet along said easterly boundary of Idaho State Fish and Game property to the north boundary of said SE¼, Section 13, Township 1 South, Range 17 East, Boise Meridian; thence
N. 88°28'11" E., 1,759.18 feet along said north boundary of the SE¼, Section 13 to the point of beginning.**



Title:		Date: 05-11-2009
Scale: 1 inch = 2000 feet	File:	
Tract 1: 192.510 Acres: 8385750 Sq Feet: Closure = n16.5052e 0.04 Feet: Precision = 1/361757: Perimeter = 14067 Feet		
001=se,se,ne,13,01s,17e	005=s55.0847w 132.69	009=n79.1823w 373.18
002=n89.3917e 2488.38	006=n79.1913w 2329.75	010=n6.0052w 828.13
003=n89.3915e 1328.71	007=n79.1853w 2565.20	011=n88.2811e 1759.18
004=s0.2442e 1977.57	008=n49.5249w 284.19	



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

July 30, 1997

James P. Speck
HOGUE, SPECK & AANESTAD
120 East Ave
P.O. Box 987
Ketchum, ID 83340

RECEIVED

JUL 31 1997

Department of Water Resources
Southern Region

RE: REQUEST FOR EXTENSION OF TIME TO AVOID FORFEITURE OF
WATER RIGHT NOS. 37-00026 AND 37-00027

Dear Mr. Speck:

As requested in your July 29, 1997 letter, I have enclosed the originals of the above referenced applications filed in the name of J.R.J. Development. The request to withdraw the applications apparently was prompted within a meeting attended by your client John McDonald on behalf of J.R.J. Development, Karl J. Dreher, Norman C. Young and myself.

The meeting was held at the IDWR conference room on June 6, 1997, at the request of Mr. McDonald. During the meeting, the department advised that it could not approve the applications, since the applications had not been timely filed before the end of the five (5) year period of non-use as provided in Section 42-222(2), Idaho Code. Mr. McDonald asked for alternatives to which the department suggested the following:

1. Check with the watermaster of the Big Wood River to determine if water district records show that the water rights have been delivered at the original place of use subsequent to the department's approval of Transfer No. 2987 on October 17, 1985.
2. Withdraw the applications before the department denies them in order to avoid the precedent of the department having denied the applications. The lack of such precedent might provide a position in the Snake River Basin Adjudication that the rights have not been forfeited through non-use even though the rights have not been used since 1985 according to Mr. McDonald.

Please contact the department if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Glen Saxton". The signature is written in a cursive style with a large, prominent "S" at the end.

L. GLEN SAXTON, Chief
Water Allocation Bureau

Encl: 2

c: IDWR - Regional Office
Adjudication Bureau
Doug Jones - IDWR

REC

ED

MAR 14 1997

Water Right No. 37-00026

Department of Water Resources
Southern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR EXTENSION OF TIME TO AVOID
FORFEITURE OF A WATER RIGHT

Section 42-222 of the Idaho Code provides that a water right shall be lost and forfeited and the water revert to the state upon the failure of a water user to apply the water to beneficial use for a period of five (5) years. The Director may allow an additional five (5) year period of non-use without forfeiture upon a showing of reasonable cause.

Complete fully the following application and submit it to the Department of Water Resources, Statehouse, Boise, Idaho, 83720, with the statutory fee of \$100.00.

1. Name of water right holder: I.R.I. Development.
2. Post office address: c/o James P. Speck, Hogue, Speck & Aanestad, P.O. Box 987, Ketchum, Idaho, 83340.
3. The right was obtained or is evidenced by:
 - a. Decree No. 37-00026.
 - b. Snake River Basin Adjudication Claim No. A37-00026.
4. Source of water: Big Wood River.
Tributary to: Malad River.
5. Date of priority: May 23, 1885.
6. Amount of water: 4.5 cfs.
7. Water is used for: Irrigation

8. Location of point of diversion:

Township	Range	Section	¼	¼	¼	Lot	County
1S	18E	19		NE	NE		Blaine

9. Lands irrigated or place of use:

TWP	RGE	SEC	NE			NW			SW			SE			TOTAL	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
1S	17E	13													32.8	32.8
1S	17E	24	16.9													16.9
1S	18E	18								34.2	26.3				17.2	77.7
1S	18E	19					17.5	26.1								43.6
TOTALS																171.0

10. Give the last date when water was applied to beneficial use: 1985.

Length of extension of time requested: Until November 1, 1999.

11. Explain fully your reasons for requesting an extension of time within which to resume the use of your water right and the reasons for non-use: The water right was purchased by the applicant together with 37-00027 and Transfer No. 2987 approved in 1985 authorized the change of point of diversion and place of use for both rights to applicant's property as identified above. At that time and continuing through the present date, applicant was and has been negotiating with the Bureau of Land Management ("BLM") to sell the property to which these rights are appurtenant for wildlife habitat and to protect a crucial deer migration corridor. The BLM purchase is contingent upon Congressional appropriation of funds through the Land and Water Conversation Fund. This has not yet occurred. The conversion of the property to irrigated lands would defeat the purpose of the BLM acquisition. Therefore, applicant has deferred the implementation of the approved transfer and the conversion of the lands to irrigation pending the final outcome of such negotiations. Applicant formerly owned Permit 37-07893. IDWR granted applicant an extension of time to prove beneficial use for this Permit on the basis of the same negotiations with BLM. Applicant is confident the negotiations can be concluded within the time period requested for the extension.

I hereby assert that no one will be injured by such extension. The information contained in this application is true to the best of my knowledge.

J.R.J. DEVELOPMENT

By: John McDonald
John McDonald Partner

SUBSCRIBED AND SWORN TO before me this 27th day of February, 1997.

Frank Rothman
Notary public for Idaho
Residing at Blainville
Commission expires 1-13-2001

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined this application for extension of time within which to resume the use of a water right and I hereby _____ said application subject to the following conditions or reasons:

Witness my hand this _____ day of _____, 1997.

For Department Use Only

Received by J.F. Stewart Date 3-14-97 Time 9 am Preliminary check by JA
Fee \$ 100 Received by J 5017935 Date 3-14-97 Publication prepared by hmb
Published in Wood River Journal Dates 4/30 + 5/7/97
Publication approved by MB Date 5/13/97 Protests filed by _____

Copies of protests forwarded by _____ Hearing held by _____ Date _____
Recommended for // Approval Denial by AD



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. BOX 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

June 27, 1997

James P. Speck
HOGUE, SPECK & AANESTAD
120 E. Avenue
P.O. Box 987
Ketchum, ID 83340

RE: APPLICATIONS FOR EXTENSION OF TIME TO AVOID FORFEITURE -
RIGHTS 37-00026 AND 37-00027

Dear Mr. Speck:

I have received by FAX your letter dated June 26, 1997 in connection with the above referenced applications. I will withhold action on the pending applications until the end of July 1997 as you have requested. If I have not received either additional information in support of the applications or a withdrawal of the applications by 5:00 p.m. on July 31, 1997, the department will act on the applications with the information which is then available.

If you have questions, please feel free to contact me.

Sincerely,

L. GLEN SAXTON, Chief
Water Allocation Bureau

c: IDWR - S. Region
Allen Merritt

SRBA Files



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

June 6, 1997

JUN 09 1997

James P. Speck
HOGUE, SPECK & AANESTAD
120 E. Avenue
P.O. Box 987
Ketchum, ID 83340

Department of Water Resources
Southern Region

RE: APPLICATIONS FOR EXTENSION OF TIME TO AVOID FORFEITURE -
RIGHTS 37-00026 AND 37-00027

Dear Mr. Speck:

Our Twin Falls office has completed the advertising of the above referenced applications and has forwarded the applications to this office for final review and action.

As you know, the applications were filed with the department on March 14, 1997, pursuant to Section 42-222(2), Idaho Code, showing that water was last diverted and applied to a beneficial use in 1985 (12 years ago).

My assessment of the applications is that they were not timely filed as required in the code and should be denied by the department, since a portion of Section 42-222(2), Idaho Code, provides in pertinent part as follows:

Application for an extension shall be made before the end of the five (5) year period upon forms furnished by the department of water resources

If you have additional information you would like the department to consider relative to action on the applications, please submit it within twenty (20) days. If you do not timely provide the requested information, the department will act on the applications with the information now available. Feel free to contact me if you have questions.

Sincerely,

L. Glen Saxton
L. GLEN SAXTON, Chief
Water Allocation Bureau

c: IDWR - S. Region
Allen Merritt

437-00026

STATE OF IDAHO DEPARTMENT OF WATER RESOURCES

For Office Use Only \$15 FEE Received by Date 4-29-91 Receipt #

REQUEST FOR EXTENSION OF TIME

To provide additional time in which to submit proof of beneficial use for a water right permit

sent orig. fms to Rita Fleck 04-29-91. sf

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time in which to complete development of a water right under the provisions of Section 12-204, Idaho Code.

Permit No. A37-07993

Name(s) of Permit Holder: J.R.S. Dev. Co.

Post Office Address: Box 1724, Twin Falls, ID 83303

Telephone No. 208-726-5135 -726-9761

Date Proof is Due:

Describe what work has been completed toward the development of this water right: (This must be filled out! If no work has been completed, show "none".)

Have worked with Silver Creek Irrigation Co. to design & system. This will be completed by 9-1-92

Costing \$?

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

Swan Falls integration

Permit holder(s) request an extension to 9-1-92, 19 (1 yr. minimum) [Signature]

*IF OTHER THAN PERMIT HOLDER, POWER OF ATTORNEY MUST BE SUPPLIED.

FEE: \$15.00

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be

MICROFILMED FEB 22 1993

Signed this ___ day of ___, 19__

Idaho Department Of Water Resources
Detail Receipt Summary Screen

Date: 01/10/91
Time: 11:05:08

fee from WR

Rec/No - C007178 AR/No -
From: - J.R.J. DEVELOPMENT *using*

Receipt Type - MO Doc/No - 757332
Remarks -

MOST CURRENT RECEIPT

Receipt Date: 06/02/1989

Type Of Payment	Program	Acct	Class	Fee
TRUST WATER RE-AD FEE (37-7893)	610199	1238	6490	20.00

*This # also shown on #C005288 pd by
Id 1st Nat'l. Bank for J.R.J. Development.*

Total Due - 20.00

WR/No	WR Fee	WR/No	WR Fee	WR/No	WR Fee
-------	--------	-------	--------	-------	--------

(ENTER=CONTINUE)

(GOLD7=SELECTION SCREEN)

(GOLD8=CANCEL)

*Not shown on checked sheet
mailing list. 3-19-91/af*

*1-10-91
Can't tell
if originals w/ began.
Signed returned (NO) NO
audit trail on this
also this receipt doesn't
add to clarity
Kanni*

MICROFILMED
FEB 22 1993



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 327-7900

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

March 21, 1991

John H. McDonald
J.R.J. Development, Inc.
Box 1
Ketchum, ID 83340

726 5161

RECEIVED

APR 26 1991

RE: Snake River Basin Adjudication (SRBA)
Blaine County - #A37-00026, A37-00027 & A37-07893

Department of Water Resources

Dear Mr. McDonald:

As we discussed this morning on the phone, enclosed are the three Notices of Claim referenced above. Please sign these claims in front of a Notary Public and return them to my attention immediately.

As I mentioned, if you still wish to be on the docket sheet subscription list, please enclose a check for \$7.50 payable to the Department of Water Resources.

Thank you for your prompt attention to this matter.

pd C020330
~~324~~
04-29-91

Sincerely,

Sally Frazee
Secretary, Adjudication Section

SF:state:tf

Enclosures:

(3) Notices of Claim Referenced Above

cc: John D. Carlson

MICROFILMED
FEB 22 1993



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 334-7900

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

February 16, 1989

Ron Stanley is the "RS" of JRS
423-544 726-5135 726-5161 day X
Blaine *Qah* *Box 1 Ketchum*
is the J of JRS 83340

Mr. John H. McDonald
J.R.J. Development, Inc.
P. O. Box 1724
Twin Falls, ID 83301

RE: A37-00026, A37-00027, A37-07893

Dear Mr. McDonald:

You will find enclosed a receipt for the bank's check covering the filing fees for the above referenced claims and additional pages for use with the claims. Also enclosed are photocopies of the claims you submitted.

Inadvertently, I'm sure, the claims that were prepared for you had the individual's signature block, as opposed to the organization's signature block. For the protection of the corporation, I would encourage you to sign these pages, having a notary public verify your signature and return them to include with the claims you previously submitted. Upon completing them, please return them to this office.

One other item from the claims, you had checked that you wished to receive the docket sheet. This service for an annual subscription requires the advance payment of \$7.50. If you still wish to receive the docket sheet monthly, please remit your payment.

Thank you for your assistance in this matter.

Yours Truly,

Donald V. Shaff
Adjudication Section Supervisor

DVS:db
Enclosures
Rec. C005288
Signature Pages (3)
A37-00026, A37-00027, A37-07893

MICROFILMED
FEB 22 1989

19-MAR-1991 14:40:48.09

From: DWR03::FRAZEE
To: DWR60::BEDKE
CC: FRAZEE
Subj: J.R.. DEVELOPMENT, INC./3 CLAIMS

HELLO AGAIN. I NEED TO KNOW IF YOU HAVE THE FOLLOWING 3 CLAIMS, PLS:

A37-00026, A37-00027 & A37-07893
J.R.J. DEVELOPMENT, INC.

I HAVE A 2/16/89 LETTER SENT TO JOHN H. MC DONALD RE THESE 3 CLAIMS. MR. MC DONALD WAS TO HAVE SIGNED THE ORGANIZATION SIGNATURE BLOCK AND RETURN THE CLAIMS TO US.

GUESS WHAT?! HE FAILED TO DO SO!!!! (OH NO, IS THIS SOMETHING NEW????!!!!)

WUD U PLS CHECK FOR ME WHEN U GET A SEC AND LET ME KNOW IF ALL IS IN ORDER. IF IT IS, I'LL SEND YOU THIS LETTER AND THE 3 CHECKLISTS FOR THE CLAIMS.

THANK AGAIN.....SAL

Bedke Donna Has & 3-19-91

MICROFILMED
FEB 22 1993

RECEIVED
OCT 28 1985

Department of Water Resources
Southeast District Office

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
To Change the Point of Diversion and/or the Place of Use

Name of applicant J.R.J. Development, Inc. Phone 423-5411
Post Office address Box 1724 Twin Falls, Idaho 83301

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. A-37-0026 Decreed to George Allred (Name)
B-37-0027
In case of S. C. Frost, et al vs Alturas Water Co., et al
dated in 12/13/1909 in 4th District county of Lincoln
(Name of court)
- b. License No. _____ issued by the Idaho Department of Water Resources
- c. Claim No. _____ on file with the Idaho Department of Water Resources

2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed or other evidence of ownership of the land to which the right is appurtenant _____

Acquired through purchase (see attached warranty deed)
People named on deed are Principals in J.R.J. Development Inc.

3. Source of water Rig Wood River tributary to Snake River

4. Date of priority A- 5/23/1885

5. Water is used for the following purposes:
B- 6/15 /1886

amount A 4.5 for irrigation purposes from _____ to _____
amount B 2.0 for irrigation purposes from _____ to _____
amount _____ for _____ purposes from _____ to _____
(month/day — both dates inclusive)

6. Total amount of water under right: a. A 4.5 cubic feet per second
B 2.0 &/or
b. _____ acre feet per annum

7. Location of original point of diversion is SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12
Township 1N Range 18E, B.M., in Blaine County

Additional points of diversion, if any _____

8. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS	
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$		
1S	18E	1								Lt4 20.5		*	*							100.5
		2														X				60.8
1N	18E	35																*	*	80

*acres not given in decree - assume 40 acres

Total number of acres to be irrigated 241.3

9. Describe any other water rights used for the same purpose as described above 37-7225
37-7616

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of nonuse? no If yes, describe in item D, REMARKS.

37-0026 0027 T# 2987

APPROVED

D. REMARKS

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

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

Ronni J. Smith PARTNER
(Signature of Applicant)

Subscribed and sworn to before me this 20 day of January, 19 84

Loren O. Talman
(Notary Public)

My commission expires life

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 37-0026/0027 and said application is hereby APPROVED, subject to the following limitations and conditions:

1. Use of water under these rights is subject to control by the watermaster of State Water District No. 37, Big Wood River.
2. A measuring device and lockable controlling works of a type acceptable to the Department shall be permanently installed and maintained as part of the diverting works.
3. A 10% river channel loss is assessed to the rights identified herein, and the rate of flow shall not exceed 5.85 cfs at the point of diversion.

Witness my hand this 17th day of October, 19 85

J. Glen Saylor
Chief, Operations Bureau

FOR DEPARTMENT USE ONLY

Received by eh Date 1/20/84 Protest filed by _____
 Prelim. check by J Fee \$50.00
 Received by ms Date 1/20/84 # 32975
 Published in Wood River Journal Copies of protest forwarded by _____
 Pub. dates 1/2 + 2/9/84 + 2/9 + 2/16 Hearing held by _____ Date _____
 Watermaster recommendation requested on 1/24/84 Recommended for approval denial
 _____ rec'd. 1/30/84 by L. K. Jim

WARRANTY DEED

Value Received

JOSEPH WILLIAM BEARD, an unmarried man

Hereinafter called the grantor, hereby grants, bargains, sells and conveys unto JOHN McDONALD and LOIS McDONALD, husband and wife; RON STANLEY and MARGARET STANLEY, husband and wife; JAMES HOWARD WEBB, SR., and BERNICE P. WEBB, husband and wife, AND JAMES HOWARD WEBB, JR., and CAROL WEBB, husband and wife, whose address is: P.O. Box 1, Ketchum, ID 83340

Hereinafter called the grantee, the following described premises, in Blaine County, Idaho, to-wit:

Township 1 South, Range 18 E., B.M., Blaine County, Idaho.
Section 18: Lot 3, Lot 4, EXCEPT Highway right of way (Tax Lots 2995 and 2996), SE $\frac{1}{4}$ SW $\frac{1}{4}$, EXCEPT Highway right of way (Tax Lots 2997 and 2998), SW $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT Highway right of way (Tax Lots 2999 and 3000), NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 19: Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$

Township 1 South, Range 17 E., B.M., Blaine County, Idaho
Section 13: NW $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT Highway right of way (Tax Lots 2990, and 2991), NE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPT Highway right of way (Tax Lots 2992 and 2993), That portion of SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying South of State Highway 68, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Section 24: NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{4}$ NE $\frac{1}{4}$

TOGETHER with all water rights appurtenant thereto, including but not limited to 225 inches of decreed May 23, 1885; 100 inches decreed June 15, 1886, and 75 inches of Base Line By-Pass.

SUBJECT TO easements of record in the records of Blaine County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said 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 described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 28, 1979

Joseph William Beard
Joseph William Beard

316704

STATE OF Idaho, COUNTY OF Blaine
this 28th day of December, 1979,
I, Notary Public in and for said State, personally appeared
Joseph William Beard, an unmarried man
known to me to be the person whose name
subscribed to the within instrument, and acknowledged to
me that he had executed the same.
Alice M. Rooney
Notary Public
Residing at *Harley*, Idaho
Comm. Expires *1/1*

STATE OF IDAHO, COUNTY OF *Blaine*
I hereby certify that this instrument was filed for record at
the request of Sawtooth Title Co., Inc.
at *31* minutes past *3* o'clock *p.m.*
this *22* day of *February*
19 *79* in my office, and duly recorded in Book
of Deeds at page
Mary K. Reed
Ex-Officio Recorder
By *M. Pynes* Deputy.
Fees \$ *3.00*
Mail to:

J.R.J. DEVELOPMENT COMPANYPARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT is made and entered into this 1 day of JAN, 1980, by and among John McDonald, Ron Stanley, and James Howard Webb, Sr.,/James Howard Webb, Jr., a joint venture, hereinafter called the "partners."

NOW, THEREFORE, it is agreed as follows:

1. Name and Business. The partners hereby form a general partnership under the name of J.R.J. Development Company, hereinafter called the "partnership." The partnership shall be authorized to acquire by purchase, lease, or otherwise, lands and interest in lands; to own, hold, lease, finance, improve, develop and manage real property so acquired; to erect, alter, or improve buildings or other structures situated on said real property; to make investments in all types of businesses; and to operate all legal forms of business enterprises.

2. Address. The address of the partnership business shall be P. O. Box 1724, Twin Falls, Idaho 83301.

3. Term. The partnership shall continue until terminated as hereinafter provided.

4. Books. The partnership books and business records shall be maintained at the office of Ron Standley Company, or at such other place as the partners may designate. Each partner shall have access to the partnership books and records at all times during normal business hours. The books shall be kept on a cash basis for each fiscal year, and shall be closed and balanced at the end of each such year.

5. Capital. The capital of the partnership has been contributed by the partners as follows:

John McDonald	33 1/3%
Ron Stanley	33-1/3%
Webb/Webb, a joint venture	33-1/3%
	<u>100%</u>

The foregoing capital represents undivided interests in the partnership assets, subject to liabilities. An individual capital account shall be maintained for each partner. The

10/27/1988

SRBA CLAIMS RECEIVING CHECKLIST

CLAIMANT'S NAME JRJ De CLAIMMENT. NO. A37-00026

DATE RECEIVED 10-27-88 CK # 3346 AMOUNT \$ 577

- 1. Is the name and address complete with zip code? YES NO
- 2. Is a priority date entered? YES NO

Is the water use exempt from the Permit requirements, or if it is not exempt, has a Permit been approved or a License issued?
 A Permit is required: (1) for groundwater developed after March 25, 1963 (except single family domestic and stockwater wells using less than 13,000 gpd), or (2) for surface water developed after May 20, 1971 (except for instream stockwater). USE CARE IF CLAIM IS RETURNED. REFER TO ADJUDICATION MEMOS # 1 (ADJ. CLAIMS/APPLICATIONS) AND # 9 (REJECTION OF CLAIMS). EXPLAIN IN COMMENTS.

- 3. (a) Is a source entered? YES NO
 - (b) Is a tributary to entered? (if required) YES N/A
 - 4. Is the legal description of the p.d. sufficient? YES NO
 - 5. Is there a description of the diverting works? YES NO
 - 6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form. YES NO
 - Is the period of use included? YES NO
 - Is a quantity claimed for each use? YES NO
 - 7. Is a total quantity claimed entered? YES NO
 - 8. If required is a consumptive use entered? YES N/A
 - Is the consumptive use correct? YES N/A
 - 9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4. YES NO
 - 10. Is (are) the place(s) of use and purpose(s) indicated? YES NO 427
 - 11. Is (are) the county(ies) entered? YES NO
 - 12. Is the ownership of p.u. checked? YES NO
 - 13. Are other water rights listed or "none" indicated? YES NO
 - 14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) YES NO
 - 15. Is the basis of the claim indicated? YES NO
 - 16. Is the claim signed by the claimant, and is the signature appropriate? (If an individual is the claimant, has that individual signed the claim, or if an organization is the claimant, is the organization signature block complete?) YES NO
- Has the claim been signed, sealed, and dated by a notary? YES NO
- Was this claim filed on time, or was an extension granted? YES NO
- Is the fee enclosed correct? YES NO 75.0 Exempt
- If this claim is based on an existing water right, has the identification number been entered? YES NO
- Should this claim be receipted and data entered? YES NO

Claim checked by: [Signature]

INDEXED
FILMED
FEB 22 1993

Comments: _____