

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

05/17/2001

WATER RIGHT NO. 37-11408

Owner Type Name and Address
Current Owner THE KETCHUM COMPANY
 C/O MARGIE CALDWELL COOPER
 PO BOX 1416
 SUN VALLEY, ID 83353
 (208)726-6016

Priority Date: 04/10/1968
Basis: Beneficial Use
Status: Active

Source Tributary to
GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
DOMESTIC	1/01	12/31	0.11 CFS		
Total Diversion			0.11 CFS		

Location of Point(s) of Diversion:

GROUND WATER SENWSW Sec. 15 Township 04N Range 17E BLAINE County

Place(s) of use:

Place of Use Legal Description: DOMESTIC BLAINE County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
04N	17E	15		NWSW										

Conditions of Approval:

1. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY
2. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

Remarks:

1. Explanatory PARCEL NO. RP00C09000033AA PROPERTY ALSO KNOWN AS 109 CROSS CUT LANE

Dates:

Licensed Date:
Claim Received Date: 10/03/1988
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Decreed Date:
Date Filed with Court:
Objection Filed Date:
SF5 Filed:
Special Master Recom Signed Date:

Water Right 37-11408

Other Information:

Receipt Number(s): S002698

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

PresumptionFlag:

Notice of Error Flag:NONE RECEIVED

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False



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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

May 17, 2001

THE KETCHUM COMPANY
C/O MARGIE CALDWELL COOPER
PO BOX 1416
SUN VALLEY ID 83353

RE: Decreed Water Right 37-11408
Change of Address Notification

Dear Water Right Holder:

Thank you for notifying us of your change in address on the water right referenced above. Our records have been updated accordingly.

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

Sincerely,

Trish Fawcett
Technical Records Specialist

cc: Ross Corless



IDAHO DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION
1341 FILLMORE ST STE 200
TWIN FALLS ID 83301-3380
(208) 736-3033

PHILIP E BATT
GOVERNOR

KARL J DREHER
DIRECTOR

CHANGE IN ADDRESS

RECEIVED
APR 05 2001
Department of Water Resources
Southern Region

☐ Water Right Number(s): 37-11408

☐ Old Mailing Address: Ross Corless

Rt 1 Box 1512

Heyburn, ID. 83336

☐ New Mailing Address: The Ketchum Co

% Margie Caldwell Cooper

P.O. Box 1416 Sun Valley, ID 83353

☐ New Telephone Number: (208) 726 - 6016

☐ Signature of Claimant(s): Ross R. Corless

Date: 4/4/01

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

Further Action Taken
Date: By:

Final Review and Data Entry
Date: 5/17/01 By: fgwatt

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: A37-11408
Date Received: 9/26/1988
Receipt No: 5002698
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: THE KETCHUM COMPANY 208-678-5825
Address: C/O ROSS R. CORLESS
RT. 1 BOX 1512
HEYBURN, ID 83336

2. Date of Priority: APR 10, 1968

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	17E	15	SE	NW	SW		BLAINE

5. Description of diverting works:
6"X 40' WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.110		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/ 5 HOUSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	17E	15	NW	SW		DOMEST	

11. Place of use in counties: BLAINE

A37-11408

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Date: 09/26/88

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FEB 25 1993

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:
NONE

14. Remarks:
OWNERSHIP BELONGS TO BOARD'S MILL & SUNSET RANCHES.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: 1

For Organizations:

I do solemnly swear or affirm that I am Chairman of
Title

The Ketchum Company, that I have signed the foregoing
Organization

document in the space below as Chairman of
Title

The Ketchum Company and that the statements contained in the
Organization

foregoing document are true and correct.

Ross R. Carless
Signature of Authorized Agent

Chairman
Title and Organization

9/26/88
Date

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 26th day
of September 19 88

Roxanne Storey
Notary Public

Seal

Residing at Buhl, Id

My Commission Expires 6-30-94

TIDE KETCHUM COMPANY

LESSEES AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of June, 1988, by and between Victoria A. Kerbs, a single woman, Ross R. Corless and Bette S. Corless, husband and wife, Edward Kerbs and Katharine Kerbs, husband and wife, Edmond B. Herbert and Jane Herbert, husband and wife, Anne Bryan and Clark Plotts Haisbett, husband and wife;

WITNESSETH:

WHEREAS, the parties hereto have agreed to enter into a joint enterprise wherein the parties hereto have entered into a lease dated January 1, 1978, between Board Mill and Sunset Ranches, of Hailey, County of Blaine, State of Idaho, as Lessors, and Ross R. Corless and Bette S. Corless, husband and wife, and others not named, on behalf of the parties hereto as Lessees;

WHEREAS, the parties have leased under the abovementioned lease agreement a parcel of land within Homestead Entry Survey No. 293, Sections 15 and 16, Township 4 North, Range 17 E. B. N., Blaine County, State of Idaho, comprised of 10 lots and known by the parties hereto as the "ISLAND" for an annual lease payment of One Hundred Fifty and No/100 Dollars (\$150) per annum for the first lot and One Hundred Dollars (\$100) per annum for each additional lot, subject to increase every 5 years in accordance with changes in Consumer Price Index. Lease payment for years 1988 through 1992 are Three Hundred Ninety Six Dollars and 48/100 (\$396.48) per annum for 2 lots for a total cost of One Thousand Nine Hundred Eighty Two Dollars and 40/100 (\$1982.40). Lease period of 50 years from lease dated January 1, 1978.

WHEREAS, the parties hereto desire to affirm their commitments as joint lessees under said lease agreement and to provide for the rights of the parties hereto as it pertains to said lease agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, it is hereby agreed by the parties hereto as follows:

1. That each of the parties hereto shall be severally responsible and liable for one - fifth (1/5) of the lease payments due on the abovementioned lease so long as said lease agreement is in force and effect.

MICROFILMED
FEB 25 1993

2. That each of the parties hereto shall be liable for and shall satisfy one-fifth (1/5) of all expense incurred by the parties hereto in construction, repair, or upkeep of any bridges, roads or community utility facilities incurred by the parties hereto for the mutual use and benefit of the real property covered by said lease agreement.

3. That should any of the parties hereto desire to sell, assign or lease their one-fifth interest in said lease agreement and the land described therein, the party or parties desiring to sell, assign or sublease said interest shall first offer their respective interest, by written notice, to the other parties of this agreement at the price they desire to sell to a third party and the other parties to this agreement shall have thirty (30) days in which to accept said offer. In the event the other parties to this agreement fail to accept the offer by the parties desiring to sell their interest, that party may proceed to sell to a third party, their interest in said lease at a price not less than the price contained in the offer to the other parties to said lease agreement.

4. That each of the parties hereto shall be individually responsible for the cost of any buildings or improvements placed on the leased premises for their sole use and benefit and shall hold the other parties hereto harmless from any indebtedness or liability as a result of the construction of buildings or improvements for the individual's sole use and benefit.

5. All parties to this agreement shall maintain their premises in a neat and orderly condition and in accordance with sound ecology practices for this area as set forth by the Forest Service and the lessors.

6. All parties to this agreement shall maintain only one place of residence on their one-fifth interest in and to said premises and no part of said one-fifth interest shall be subdivided or sublet.

7. Community projects and improvements shall be mutually agreed upon in writing by all parties to this agreement before such improvements or projects are commenced.

8. PERSONAL DAMAGE AGREEMENT If damage to any of the community property owned by the Ketchum Company is caused by one of the individual lease holders or by anyone authorized by said lease holders, it will be the responsibility of that individual lease holder to repair the damage.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 7th day of June, 1988.

Victoria A. Kerbs
Victoria A. Kerbs

Edmond B. Herbert
Edmond B. Herbert

Ross R. Corless
Ross R. Corless

Jane W. Herbert
Jane Herbert

Bette S. Corless
Bette S. Corless

Anne Bryan
Anne Bryan

Edward Kerbs
Edward Kerbs

Anne Bryan
Clark Plotts Hainett

Katharine M Kerbs
Katharine Kerbs

Clark Plotts Hainett

STATE OF IDAHO }
County of Minidoka } ss.

On this 9th day of June, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ross R. Corless and Bette S. Corless, husband and wife, Victoria A. Kerbs, a single woman, Edward Kerbs and Katharine Kerbs, husband and wife, Edmond B. Herbert and Jane Herbert, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

[Signature]
Notary Public for Idaho
Residing at Highway 200

STATE OF IDAHO }
County of BLAINE } ss.

On this 21st day of JUNE, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Anne Bryan PORTS NAISBITT and Clark PORTS NAISBITT, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

[Signature]
Notary Public for Idaho
Residing at Carey

OLD (D) NUMBER -

+ - - - - - ADDRESS - - - - - +

STATE- ID ZIP- 83336

+ - - - STATUS - - - - +

+ - - - - - TRIBUTARY - - - - - +

MICROFILMED
OCT 25 1994

PREFIX TRANSLATION: ADJUDICATION CLAIM

[illegible]

RP00C09 000033AA

CHECKED 4-7-94

VERIFIED
FEB 20 1992

PROOF
JAN 06 1992

CERTIFIED
MAR 25 1992
WATER EXAMINER