

09/21/2005

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

RIGHT NUMBER: 22-13141

NAME AND ADDRESS: BREJ INC
PO BOX 51
SUGAR CITY ID 83448

SOURCE: TETON RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.390 CFS

The rights listed below are limited to a total combined diversion rate of 0.90 cfs. Combined Right Nos.: 22-13137, 22-13139, 22-13141.

PRIORITY DATE: 07/06/1900

POINT OF DIVERSION:

T06N R40E S10 NENWNE Within FREMONT County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 10/31

0.390 CFS

PLACE OF USE: IRRIGATION Within MADISON County

T06N R40E S10

NWNE

26.0

T06N R40E S10

SWNE

19.0

45 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 45.0 acres in a single irrigation season. Combined Right Nos.: 22-13137, 22-13139, 22-13141.

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

This right is subject to regulation by the watermaster of Water District 01.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

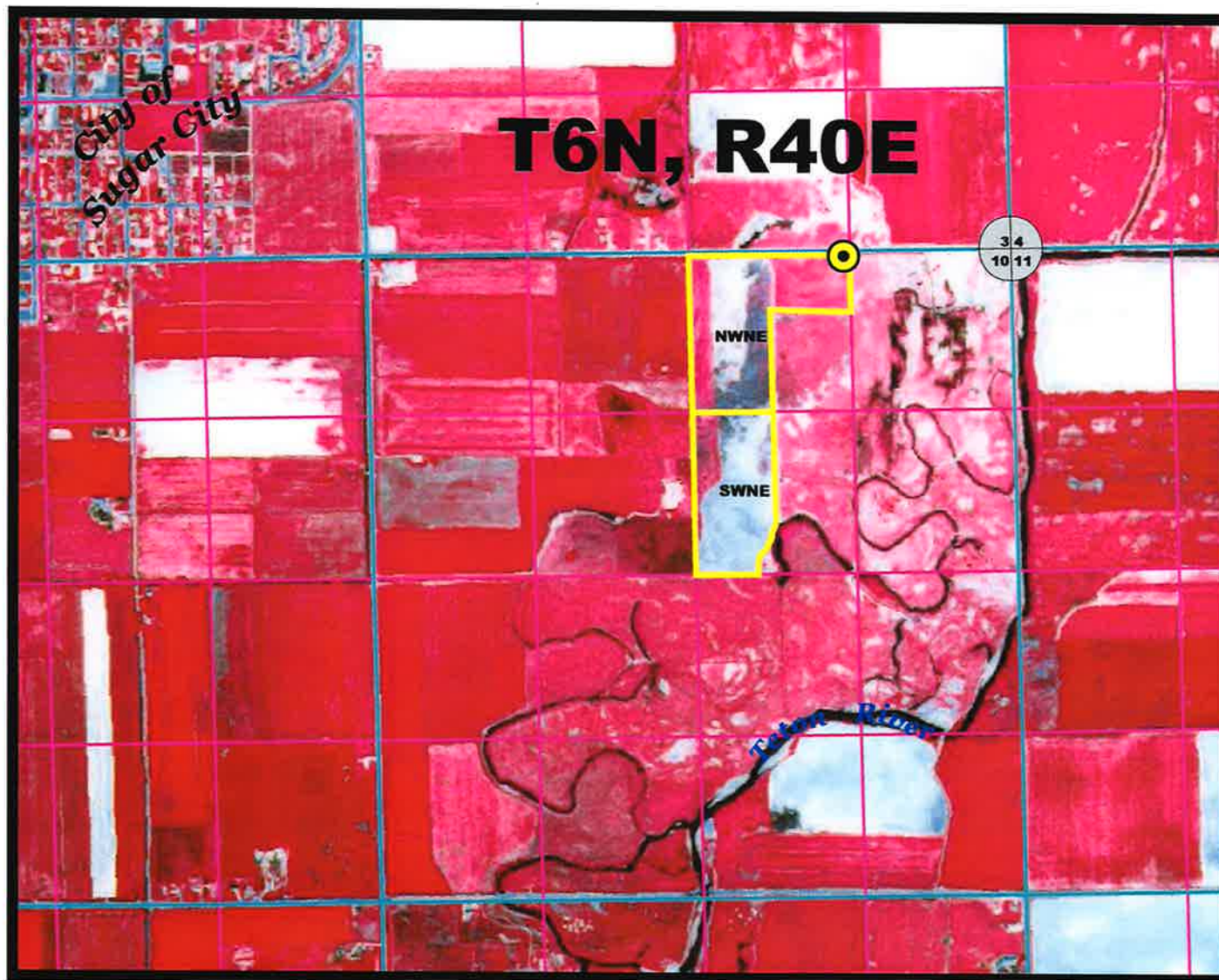
The source of this right is waste water originally diverted to Teton Island Canal.



State of Idaho

Department of Water Resources

Eastern Region



Water Right(s):

**22-13137,
22-13139,
22-13141**

Point(s) of Diversion:

**T7N, R40E Sec. 36 NESWNW
T6N, R40E Sec. 10 NENWNE**

Place of Use: (parts of)

T6N, R40E Sec. 10 W2NE

Delivered by Teton Island Canal.

LEGEND



Point of Diversion



Place of Use



Section



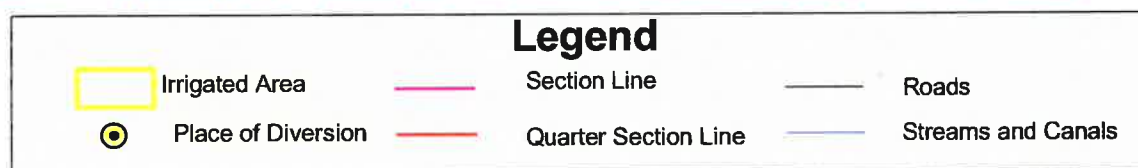
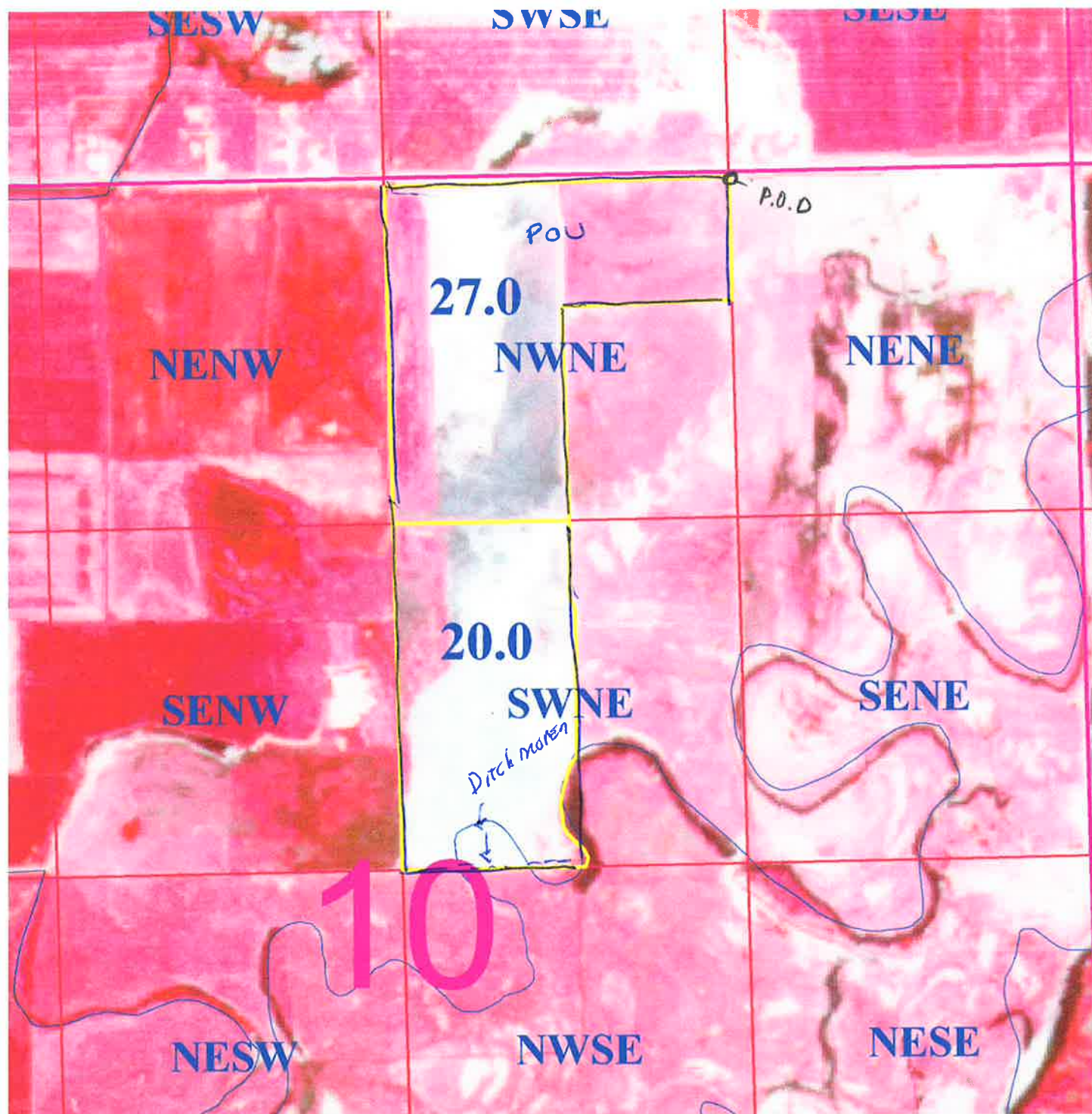
Quarter-Quarter



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: A. Ruberry
Date: September 2005

Water Right Claim Number 22-13141
Township , 6N40E

08/23/2001





65 South Center - P.O. Box 10
Rexburg, Idaho 83440-0010
Toll Free: 1-800-972-4483
Phone: (208) 356-3955 Fax: 356-8831

Date: 7-7-04

To: Allen B Ruberry

From: Brent

Remarks: BRED Inc.

water right claim 22-13141

Is the ~~copy~~ copy of the agreement in not readable

Pages to Follow: 6 Let me know

FAX TRANSMISSION

July 7, 2004

22-13141

Department of Water Resources
900 N. Skyline Dr. Suite A
Idaho Falls, Id 83402-1718

Attn: Allen B. Ruberry

Dear Allen:

I am writing in response to your letter dated June 7, 2004, regarding Brej Inc's water right claim 22-13141 on wastewater in the Wolff Ditch. Originally I submitted a document dated July 1900, which was an agreement between the Teton Island Canal Company and the Wolff Ditch to establish a joint canal to carry the water for both canals. The water would be diverted from the North Fork of the Teton River.

My family purchased the land, which was watered by the Wolff Ditch in the 1940's. The water right to water this land was originally filed by Christian Mortensen. Christian Mortensen was part and party to this agreement dated July 1900, therefore the structure was in place to deliver the water to this property as of this date. Our land is on the very end of the Wolff Ditch and we have received all the wastewater from the other water users on the ditch. Over the years sprinkler systems have been put on many of the Wolff Ditch water users land. This has increased the amount of wastewater we have received since the sprinkler systems require some water to bypass their pumps when they are irrigating. We have used this wastewater to supplement our decreed water.

Brej Inc obtained title to the property in 2000. I subsequently filed the claim on the wastewater.

All of the water users on the Wolff Ditch could testify that through years we have received the wastewater. Bruce Ricks, a long time neighbor and water user on the ditch, could verify our receiving the wastewater.

A copy of the agreement between the Teton Island Canal Company, which is now called the Teton Island Feeder, and the Wolff Ditch is provided with this letter.

If you have any questions feel free to call me at 208-656-1034.

Brej Inc


Brent Barrus, President

Agreement

This agreement made and entered into this 6th day of July 1900, by and between the Salem Irrigating Canal Company and the Teton Island Canal Company, both of Salem, Fremont County, Idaho, parties of the first part, and the Wolff Canal Company, a co-partnership, and the individual members thereof, consisting of John E. Pincock, R. H. Naef, John A. Garner, James H. Pincock, Thomas Dailey, David I. Saunders, and J. K. Whitney, doing business under the firm name of said Wolff Canal Company, and David Nelson and Christian Mortenson, all parties of the second part, of said town, county and state.

Witnesseth: The parties of the first part agree to and with John E. Pincock, one of the parties of the first part as follows:

First,- For and in consideration of the granting and conveying of a right of way for a joint canal build by the said parties of the first part of sixty (60) feet wide on the north side and thirty (30) feet wide on the west side of the southeast quarter of Section 34, township 7, North of range 40, East Boise Meridian; situated in Fremont County, State of Idaho. The right to use said canal and to run all water by him appropriated from the waters of the north fork of the Teton River, and to divert the same to said canal and to take therefrom not more nor less than two hundred (200) inches, measured under a four inch pressure of any or all the waters that may be in said canal at any time, and in times of high water, or during the months of May and June of each and every year, any amount of water up to and including four hundred (400) inches measured under a four inch pressure; said water to be diverted from said canal at the northeast corner of the southeast quarter of Section 34, township 7, north of range 40 East Boise Meridian, situated in said county and state. And the said parties of the first part agree to and with the said John E. Pincock to build and construct in a good substantial manner a head gate and waterstop in said canal at their own expense, and to forever maintain said water-stop in such manner, the said Pincock to maintain said headgate after its construction, for the use and benefit of said Pincock. The said headgate is to be erected, at the afore-mentioned place of diversion of the water from said canal. The said parties of the first part further agree to and with the said John E. Pincock and hereby grant him the privilege of selecting some other one point on his land to divert his water from said canal, if he chooses. The same to be done and maintained at his own individual expense, and without damage to the said parties of the first part. Said John E. Pincock further agrees to permit that and allow all water claimed by him in said canal and in the north fork of the Teton River, as per recorded notice of appropriation, to run and continue in said canal at all times only when required for use, on said tract of land. Said water is to be used only and exclusively on the southeast quarter of section 34, township 7, north Range 40 East Boise Meridian, situated in said County and State. The said John E. Pincock further agrees to bear his proportion of the expense of maintaining said canal in good form and condition from the place of diversion of his water from said canal to the head of said canal, or at the point of diversion of the waters of said canal from the North Fork of the Teton River.

Second,- Said parties of the first part agree to and with R. H. Naef, one of the parties of the second part that for and in consideration of the granting and conveying of a right of way for a joint canal, build by the said parties of the first part of sixty (60) ft in width, on the north line of the southwest quarter of section 35, township 7, north of range 40, East Boise Meridian, situated in Fremont County, Idaho, a right to the use

of said canal and to run all water through said canal, and to take River and to divert same through said canal, and to take therefrom not less than two hundred (200) inches, measured under a four inch pressure of any or all the waters that may be in said canal at the time, and in time of high water or during the months of May and June of each and every year, any amount up to and including four hundred (400) inches, to be measured under a four inch pressure, said water to be diverted from said canal at the northeast corner of the southwest quarter of section 35, township 7, north of Range 40, East Boise Meridian; and the said parties of the first part agree to and with R. H. Naef to build and construct in a good and substantial manner a headgate and waterstop in said canal at their own expense and to forever maintain said waterstop in such manner, the said R. H. Naef to maintain said headgate after its construction. The said headgate and waterstop are to be constructed at the aforementioned place of diversion of the water from said canal. The said R. H. Naef further agrees to and with the parties of the first part to permit and allow all waters claimed by him in said canal, and in the North Fork of the Teton River, as per recorded notice of appropriation to run and continue in said canal at all times, only when required for use of the said tract of land, the southwest quarter of Section 35, township 7, North of Range 40, East Boise Meridian, situated in said Fremont County, State of Idaho.

Third,- The parties of the first part agree to and with John A. Garner, one of the parties of the second part, as follows:

For and in consideration of the labor performed and money paid by John A. Garner to the parties of the first part, the said Garner is to have the privilege and right to use said canal and to run all water by him appropriated from the north fork of the Teton River, and to divert the same to said canal, and to take therefrom not less than two hundred (200) inches, measured under a four inch pressure of any or all the waters that may be in said canal at any time, and in times of highwater, or during the months of May and June of each and every year, any amount up to and including four hundred (400) inches, measured under a four inch pressure; said water to be diverted from said canal at the northwest corner of the southwest quarter, section 35, township 7, North of Range 40, East Boise Meridian, situated in Fremont County, State of Idaho; and the said parties of the first part agree to and with the said John A. Garner, one of the parties of the second part, to build and construct in a good and substantial manner a headgate at their own expense, the same to be maintained after construction by the said John A. Garner. The said headgate is to be erected at the aforementioned place of diversion of the water from said canal; the said John A. Garner, further agrees to and with the parties of the first part to permit, let, and allow all water claimed by him in said canal and in the north Fork of the Teton River, as per recorded notice of appropriation, to run and continue in said canal at all times, only when required for use on the northeast quarter of section 3, Township 6, North of Range 40, East Boise Meridian, situated in Fremont County, State of Idaho. Said water to be used only and exclusively on the said last mentioned tract of land. The said John A. Garner further agrees to and with the said parties of the first part to bear his proportion of the expense, in maintaining said canal, from the place of diversion of the said water from said canal to the head of said canal or to the point of diversion of the waters of said canal from the north fork of the Teton River.

Fourth, - The parties of the first part agree to and with James H. Pincock, one of the parties of the second part, as follows: For and in consideration of services to be hereafter rendered by the said James H. Pincock, to and for the parties of the first part, being the proportion of construction work to be performed on the said joint canal, by said James H. Pincock, the same having been heretofore mutually agreed upon, the said James H. Pincock is to have the right and privilege to use said joint

canal, and to run all water appropriated by him from the north fork of the Teton River and to divert the same through said canal, and to take therefrom not less than two hundred (200) inches, measured under a four inch pressure of any or all the waters that may be in said canal at any time and in times of high water, or during the months of May and June of each and every year, any amount up to and including four hundred (400) inches of water, to be measured under a four inch pressure; said water to be diverted from the said canal at the northeast corner of the southwest quarter of section 35, township 7, north range 40, East Boise Meridian situated in Fremont County, State of Idaho; and the said parties of the first part agree to and with the said James H. Pincock, one of the parties of the second part, to build and construct in a good and substantial manner a headgate at their own expense to be maintained after building by the said James H. Pincock, the said headgate is to be erected at the aforementioned place of diversion of the water from said canal. The said James H. Pincock further agrees to and with the parties of the first part to permit, let and allow all water claimed by him in said canal in the north fork of the Teton River, as per recorded notice of appropriation, to run and continue in said canal at all times, only when required for use on the northwest quarter of section 2, township 6, North Range 40, East Boise Meridian, situated in the County of Fremont, State of Idaho; said water to be used only and exclusively on said tract of land; said James H. Pincock further agrees to and with the said parties of the first part to bear his proportion of the expenses in maintaining said canal from the place of diversion of his water from the said canal, to the head of said canal, or at the point of diversion of the water of said canal, from the North Fork of the Teton River.

Fifth,- The parties of the first part agree to and with Thomas Bailey, one of the parties of the second part, as follows: For and in consideration of the payment to the said parties of the first part by Thomas Bailey of his just proportion of the construction work of the joint canal of the Salem Irrigating Canal Company, and the Teton Island Canal Company amounting to Fifty-two (52.00) Dollars, said Bailey is to have the privilege and right to run into the Teton Island Canal Company's canal at any time water equal in amount to water received by any share holder of the Salem Irrigating Canal Company, who owns and possesses twenty shares of the capital stock of said Company, the same to increase and diminish as the amount per share of water increases or diminishes in the said Salem Irrigating Canal Company's Canal; The said water is to be used only and exclusively on the southeast quarter of section 17, township 6, north of Range 40 East Boise Meridian, situated in the County of Fremont, State of Idaho.

Sixth, - The parties of the first part agree to and with J. K. Whitney, one of the parties of the second part, as follows: For and in consideration of the payment of the said parties of the first part, by J. K. Whitney of his just proportion of construction work of the joint Canal of the Salem Irrigating Canal Company's and the Teton Island Canal Company, amounting to Fifty-two (52.00) Dollars said Whitney is to have the privilege and right to draw from said canal through the Teton Island Canal Company's Canal, at any time, water equal in amount to water received by any shareholder of the Salem Irrigating Canal Company, who owns and possesses twenty shares of the capital stock of said company; the same to increase and diminish as per amount per share increases or diminishes in the said Salem Irrigating Canal Company's Canal; the said water is to be used only and exclusively on the southeast quarter of section 18, Township 6, North of Range 40, East Boise Meridian, situated in Fremont County, State of Idaho.

Seventh,- The parties of the first part agree to and with David A. Saunders, one of the parties of the second part as follows: For and in consideration of the payment of the said parties of the first part by David A. Saunders, of his just proportion of the construction work of the joint canal of the Salem

Irrigating Canal Company canal and the Teton Island Canal Company canal, amounting to one hundred and four (104.00) dollars; said Saunders to have the privilege and right to draw from said canal through the Teton Island Canal Company's Canal at any time, water equal in amount to that received by any share holder of the Salem Irrigating Canal Company, who owns and possesses forty shares of the capital stock of said company, the same to increase and diminish as the amount per share of water increases or diminishes in the said Salem Irrigating Canal Company's Canal; the said water is to be used only and exclusively on the west half of Section 17, Township 6, North of Range 40, East Boise Meridian, situated in the County of Fremont, State of Idaho.

Eighth, - The parties of the first part agree to and with David Nelson, one of the parties of the second part, as follows: For and in consideration of the payment by said David Nelson of his just proportion of the construction of the joint canal of the parties of the first part amounting to () Dollars, he is to be granted and allowed the privilege by the parties of the first part of taking from said joint canal not less than three hundred (300) inches, measured under a four inch pressure, of any and all the waters that may be in said canal at any time, and in times of high water, or during the months of May and June of each and every year, any amount up to and including six hundred (600) inches, measured under a four inch pressure, three fourths of said water is to be diverted at the northeast corner of the southwest quarter of Section 35, Township 7, North of Range 40, East Boise Meridian, situated in Fremont County, State of Idaho; and the remainder to flow through said joint canal, and into the Teton Island Canal, and to be diverted therefrom by him. The said water is to be used only and exclusively on the southeast quarter, section 3, township 6, north range 40, East Boise Meridian; also on the west half of the southwest quarter section 2, township 6, north of Range 40 E.B.M.; both tracts being situated in the County of Fremont, State of Idaho. When any of the water is not used or required by the said David Nelson it is to flow in the said joint canal; said David Nelson further agrees to and with the said parties of the first part to pay double the assessment for the maintenance of said joint canal, as J. H. Pincock mentioned herein as one of the parties of the second part; two thirds of the said three hundred (300) inches hereinbefore mentioned and of the said six hundred (600) inches is to be diverted through the same headgate and at the same place as the waters of James H. Pincock are diverted. The said David Nelson agrees to pay his just proportion of the expense of maintaining said headgate in proportion to the amount of water by him claimed and diverted from said canal through said headgate.

Ninth, - The parties of the first part agree to and with Christian Mortenson, one of the parties of the second part, as follows: For and in consideration of the payment by Christian Mortenson of his just proportion of the construction of the joint canal of the parties of the first part amounting to () Dollars is to be granted and allowed the privilege by the said parties of the first part of taking from said joint canal not less than one hundred and fifty (150) inches of any or all of the waters that might be in said canal, measured under a four inch pressure, and in times of high water, or during the months of May and June of each and every year, any amount up to and including three hundred (300) inches, to be measured under a four inch pressure, and is to be diverted at the same point and through the same headgate, constructed by said company, for the diversion of the waters of J. H. Pincock and David Nelson, and the said Mortenson promises and agrees to pay his just proportion for the maintenance of said headgate. The said water is to be used only and exclusively on the northeast quarter of Section 10, township 6, North of Range 40, East Boise Meridian, Fremont County, State of Idaho.

Tenth, - It is hereby agreed by each and every party of the second part, that they will pay their just proportion of

expenses from their different places of diversion to the and
of the Teton Island Feeder, for the maintenance of said 1 for.

Eleventh, - It is hereby agreed by the parties of the
first part to allow the parties of the second part, viz; John E.
Pincock, Robert Naef, John Garner, and James A. Pincock, to mingle
their water one with the other. Also to allow David Nelson and
Chris Mortenson to mingle their water one with the other.

It is further agreed by and between the parties of the
first part and the parties of the second part, and each of them,
that on the failure of any person or persons, or any company or
companies to perform and comply with any of the provisions of
this contract to forfeit his or their right to the use of the
water of said joint canal, or any of it, during and until such
time as such provisions violated shall have been fully complied
with.

Salem Irrigating Canal Co.

{ Alpha Jaques
President Salem Canal Co.
Gottlob Bohi, Sec'y.

Teton Island Canal Co.

{ By Alfred Ricks Pres't.
Alexander Leatham - Sec'y.

Wolf Canal Co.

John E. Pincock
Robert H. Naef
J. H. Pincock
John A. Garner
Thomas L. Darley
John K. Whitney
David Nelson
Christian Mortenson
David A. Saunders

State of Idaho, County of Fremont 13.

On this 6th day of July, 1900 before me, James A. Berry, a
Notary Public, personally appeared Alfred Ricks, and A. Loatham,
Secretary, known to me to be the President of the Teton Irrigating
Canal Company, one of the parties that executed the within
instrument, and acknowledged to me that said corporation executed
the same; also on this 6th day of July, 1900, before me James A.
Berry, a Notary Public, personally appeared John E. Pincock, R. H.
Naef, John A. Garner, James H. Pincock, Thomas Darley, David A.
Saunders, J. K. Whitney, being all the partners of the Wolf Canal
Company, and David Nelson and Christian Mortenson, known to me to
be the same persons whose names are subscribed to the within
instrument, and they and each of them duly acknowledged to me that
they executed the same.

In witness hereof, I have hereunto set my hand and affixed
my official seal, this 6th day of July, 1900.

(Seal)

James A. Berry -
Notary Public.

Resolutions.

Resolved: By the Board of Directors of the Teton Island Irrigating Canal Company that President Alfred Ricks and A. Lenthers, Secretary, be and is hereby authorized and requested to sign for and in behalf of this corporation a certain contract this day entered into by this corporation, a copy of which has been presented to this Board and filed with the Secretary as a part of the records of this corporation, in which the Teton Island Canal Company with this corporation appear as parties of the first part, and the Wolff Canal Company, a co-partnership consisting only of John E. Pincock, R. H. Naef, John A. Garner, James H. Pincock, Thomas Darloy, David A. Saunders, and J. K. Whitney, comprising all the members or partners of the Wolff Canal Company and David Nelson and Christian Mortenson appearing as parties of the second part; and to acknowledge the same for and in behalf of this corporation and do any and all things necessary for the full and complete execution of said contract.

Filed for record at the request of John E. Pincock at 20 minutes past 9 o'clock A.M. this 16th day of April, 1901.

A. M. Carter, Recorder
By Rose E. Davis, Deputy.

Recorded in Book 4 of Miscellaneous - page 301 to 306
Transcribed from Book A Miscellaneous - page 484 -
Promont County Records.

CERTIFICATE

I HEREBY CERTIFY, the foregoing to be a full, true and correct copy of the original
Agreement.

~~Now~~
NOW ON record in my office.
in Book 4 of Miscellaneous
records at pages 301 to 306

IN WITNESS WHEREOF, I have hereunto
set my hand and seal at my office in Rex-
burg, Madison County, Idaho, this 18th
day of May, 1944

Davis
County Recorder.

By _____ Deputy.

June 7, 2004

**BREJ INC
PO BOX 51
SUGAR CITY ID 83448**

RE: EVIDENCE OF PRIORITY FOR SRBA WATER RIGHT CLAIM 22-13141

Dear Claimant (s):

The Idaho Department of Water Resources is nearing the end of water rights review in Basin 22, the Teton River drainage. The Notice(s) of Claim identified with the number shown above has been filed in the Snake River Basin Adjudication (SRBA). The Notice of Claim indicates water usage is based on "Beneficial Use". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Claim. The date the water was first put to beneficial use, known as the priority date, has not been confirmed by License, Decree, or Permit. For this reason, proof must be provided supporting the priority date. **As the claimant, you are responsible for submitting the necessary proof to support the priority date.**

Your claim, as referenced above, claims a Priority Date of JUL 6 1900, from TETON RIVER, WASTE WATER.

It is important that each element of the Notice of Claim be verified. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

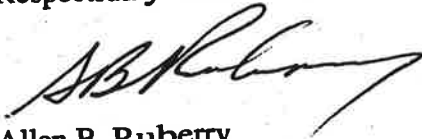
For your reference, I have provided a printout of your Notice of Claim and the pamphlet entitled "**Evidence of Priority**". The pamphlet describes the types of evidence which are acceptable and suggests which documents will fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "**What Kind of Evidence is Required**" and "**Some Examples of Documents Which May Be Evidence of the Priority Date**". **PLEASE READ THE ENCLOSED PAMPHLET.**

It is our goal to recommend historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other elements of the Notice of Claim have been or soon will be conducted by Department personnel.

The Department will not recommend the Notice of Claim be decreed by the court if evidence of a priority date is not submitted. The Notice of Claim will be disallowed.

Please submit documentation supporting the priority date within 30 days of the date of this letter, referencing all documents with the corresponding claim number. If you have any questions not covered by this letter or the enclosed pamphlet, please feel free to contact this office.

Respectfully submitted,



Allen B. Ruberry
Sr. Water Resource Agent
Adjudication Bureau

cc: File

Enclosure: Brochure on "Evidence of Priority"



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

November 30, 2000

BREJ INC
PO BOX 51
SUGAR CITY ID 83448

RE: CHANGE IN OWNERSHIP FOR A22-00415B, A22-00416B,
A22-13129

Dear Sir or Madam:

The request for Change in Ownership for a portion of the above referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

A22-00415B split into:

A22-13137: 0.42 CFS, 47 ACRES, BREJ INC

A22-13138: 1.76 CFS, 196 ACRES, ALLEN/KLINGLER

A22-00416B split into:

A22-13139: 0.22 CFS, 47 ACRES, BREJ INC

A22-13140: 0.90 CFS, 196 ACRES, ALLEN/KLINGLER

A22-13129 split into:

A22-13141: 0.39 CFS, 47 ACRES, BREJ INC

A22-13142: 1.61 CFS, 196 ACRES, ALLEN/KLINGLER

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,

Cheri Vandermeulen

Cheri Vandermeulen
Records Clerk

Enclosure(s)

RECEIVED

JUN 29 2000

RECEIVED

JUN 28 2000

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

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

1. Water Right No(s): A22-00416B, A22-13129, A22-00415B
 Adjudication Claim No(s): A22
2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
AND
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)
OR
 - C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.
3. Name and Address of Former Owner/Claimant Barrus Brothers Corporation
2964 N 2000 E P.O. Box 51
Sugar City Id 83448
4. New Owner/Claimant(s) BREJ Inc
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address P.O. Box 51
 City, State and ZIP Code Sugar City Idaho
 New Telephone Number (208) 356-4346
5. Date you acquired the property March 13, 2000
6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

Number of acres you irrigate with this water right 47 Number and type of stock
 Diversion rate in CFS .56 + .44 cfs waste water Number of homes you acquired 0 Other uses

7. Signature of New Owner(s) BREJ Inc
 or Claimant(s) Brent Barrus Pres.
 Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

split water right proportionally

Brent Barrus

11/6/2000
 AB

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 22-13141
Date Received: 11/21/00
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

BREJ INC Phone: (208) 356-4346 ✓
PO BOX 51
SUGAR CITY ID USA 83448

*BRENT
BARRETT
PRES*

A2213141



2. Date of Priority: 07/06/1900

3. Source: TETON RIVER , WASTEWATER Trib. to: SNAKE RIVER , TETON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
07N	40E	36	NW SE NW		FREMONT

5. Description of diverting works:

HEADWORKS OF TETON ISLAND FEEDER CANAL INTO NELSON JACOBS DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	10/31	0.39	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
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06N

40E

10

NW NE
SW NE

IRRIGATION
IRRIGATION

27
20

Section Acres 47

Total Acres 47

11. Place of use in counties: MADISON

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: Beneficial Use ✓