

IDAHO DEPARTMENT OF WATER RESOURCES RECOMMENDED
WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 29-10320

NAME AND ADDRESS:

C V CATTLE INC
3124 NIPPER ROAD
BANCROFT ID 83217

SOURCE:

Source:
TOPONCE CREEK

Tributary:

PORTNEUF RIVER

QUANTITY:

1.170 CFS

~~1.310 CFS~~

~~USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF 4.69 CFS. COMBINED RIGHT NOS.: 29 121, 29 122, 29 123,
29 125, 29 10320 AND 29 13499~~

PRIORITY DATE: 07/06/1868

POINT OF DIVERSION:

T06S R38E S33 SWSSE

Within CARIBOU County

PURPOSE AND
PERIOD OF USE:

Purpose of use

Period of use:

Quantity:

IRRIGATION

04/01 10/31

1.170 CFS

~~1.310 CFS~~

PLACE OF USE:

IRRIGATION within CARIBOU County

T06S R38E S25 NWNW 40.0

T06S R38E S25 SWNW 39.0

T06S R38E S25 NESW 36.0

T06S R38E S25 NWSW 37.0

T06S R38E S25 SWSW 33.0

T06S R38E S25 SESW 40.0

T06S R38E S25 NESE Lot 19 6.5

T06S R38E S25 NWSE 39.0

T06S R38E S25 SWSE 35.0

T06S R38E S25 SESE Lot 20 4.0

T06S R38E S26 NENE 40.0

T06S R38E S26 SENE 39.0

T06S R38E S26 NESE 37.0

T06S R38E S26 SESE 12.0

437.5 ACRES TOTAL

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A
COMBINED TOTAL OF 437.5 ACRES IN A SINGLE IRRIGATION SEASON.
COMBINED RIGHT NOS.: 29-121, 29-122, 29-123, 29-125, 29-10320 AND 29-13499

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 59.25 ACRES WITHIN THE PLACE
OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.
~~THIS RIGHT IS LIMITED TO THE IRRIGATION OF 66.25 ACRES WITHIN THE PLACE
OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.~~

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

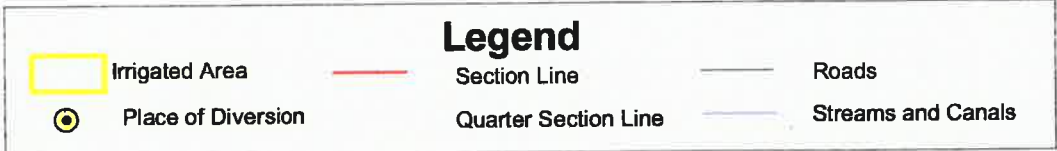
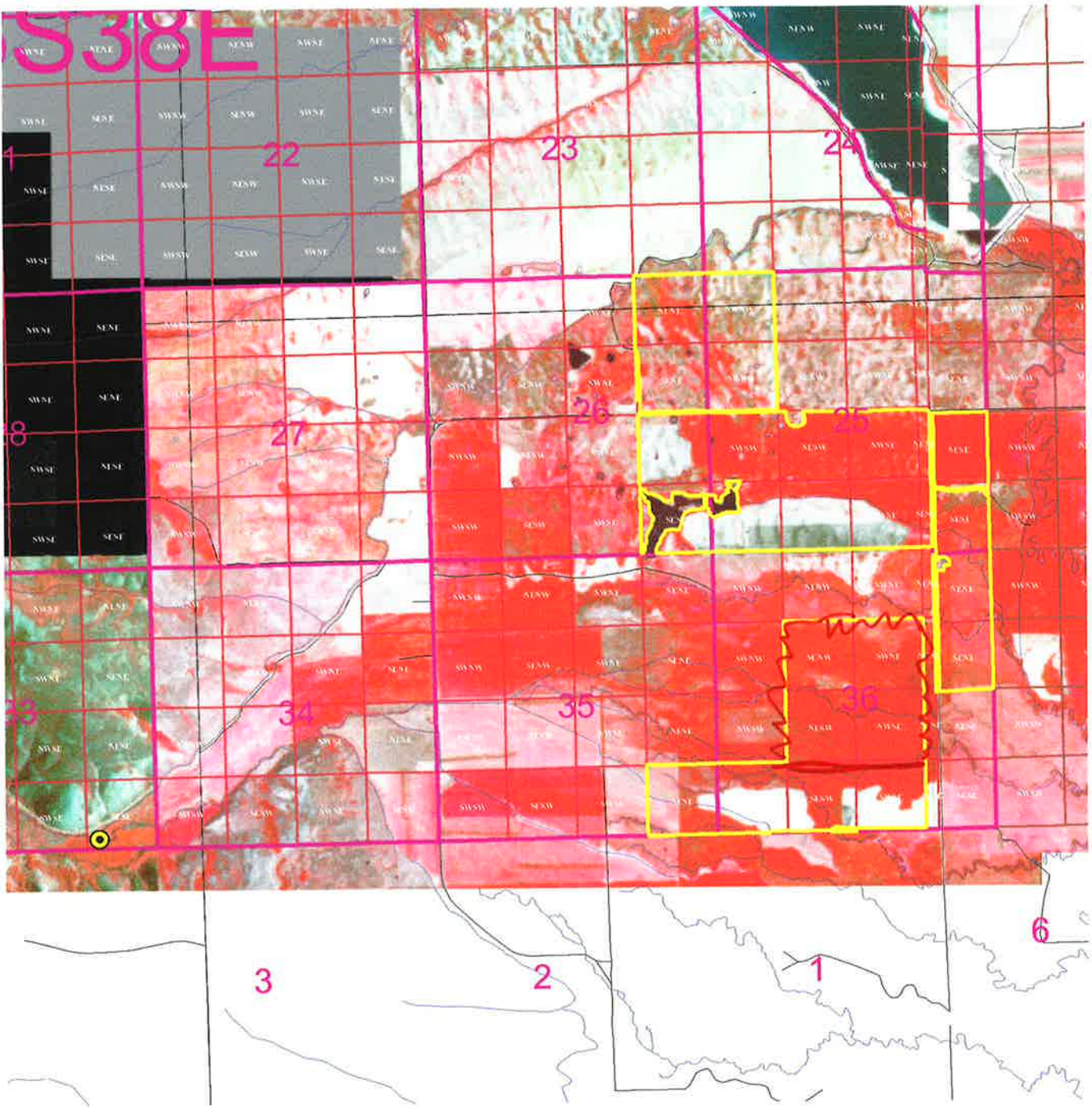
This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

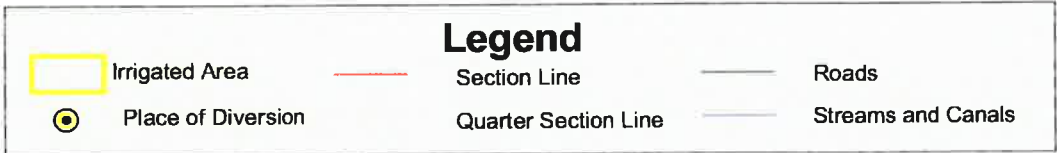
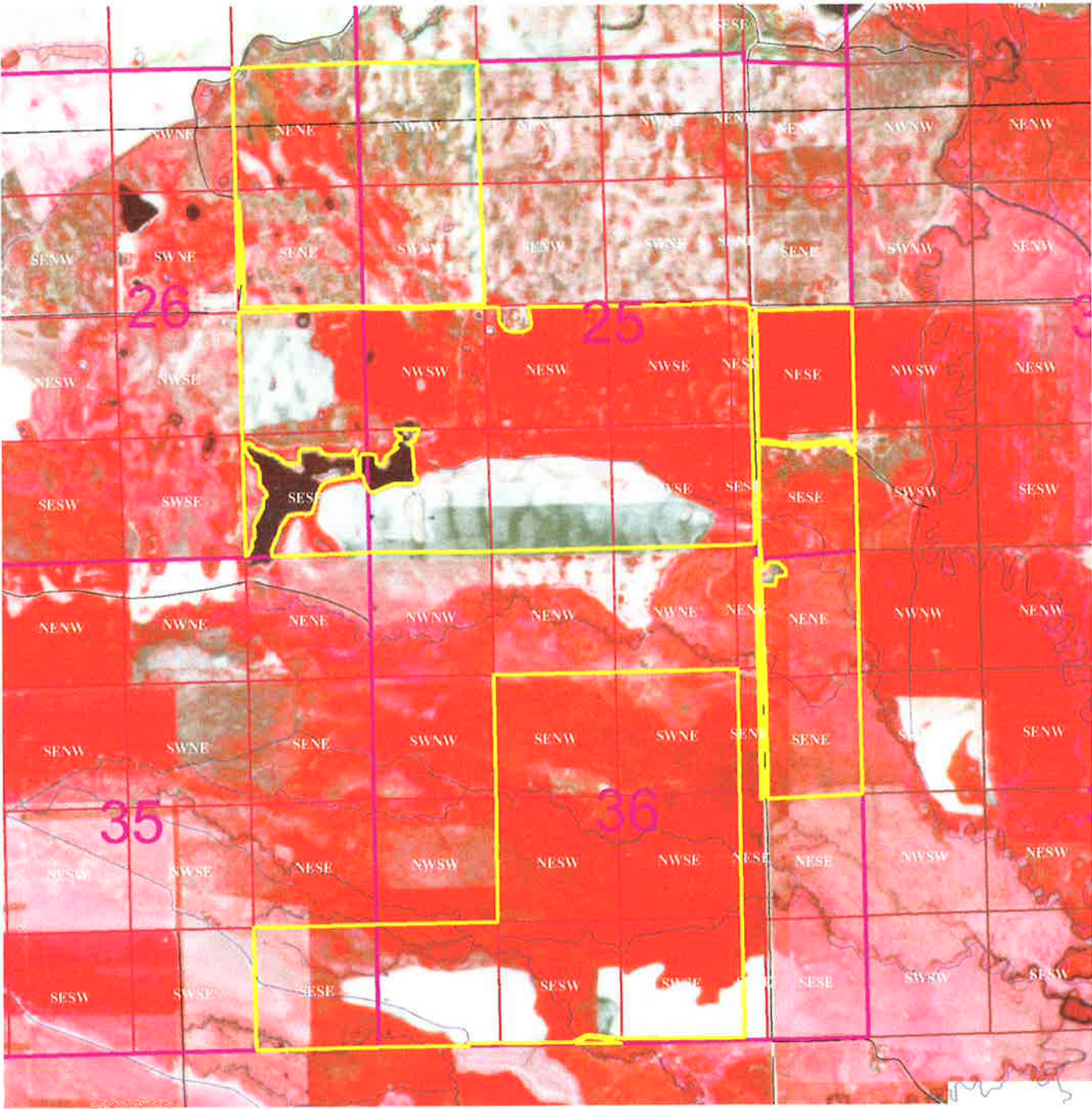
RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.
RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO
SECTION 42-1425, IDAHO CODE.
RIGHT NO. 29-13499 IS AN ENLARGEMENT OF THIS RIGHT PURSUANT TO
SECTION 42-1426, IDAHO CODE.
THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 29-236, 29-240.

~~THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 29-236, 29-240 AND A
PORTION OF 29-234.~~

Townships , 6S38E, 7S38E



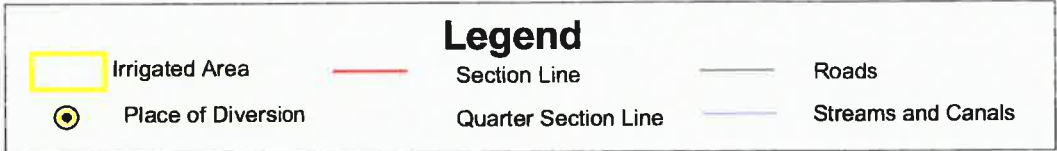
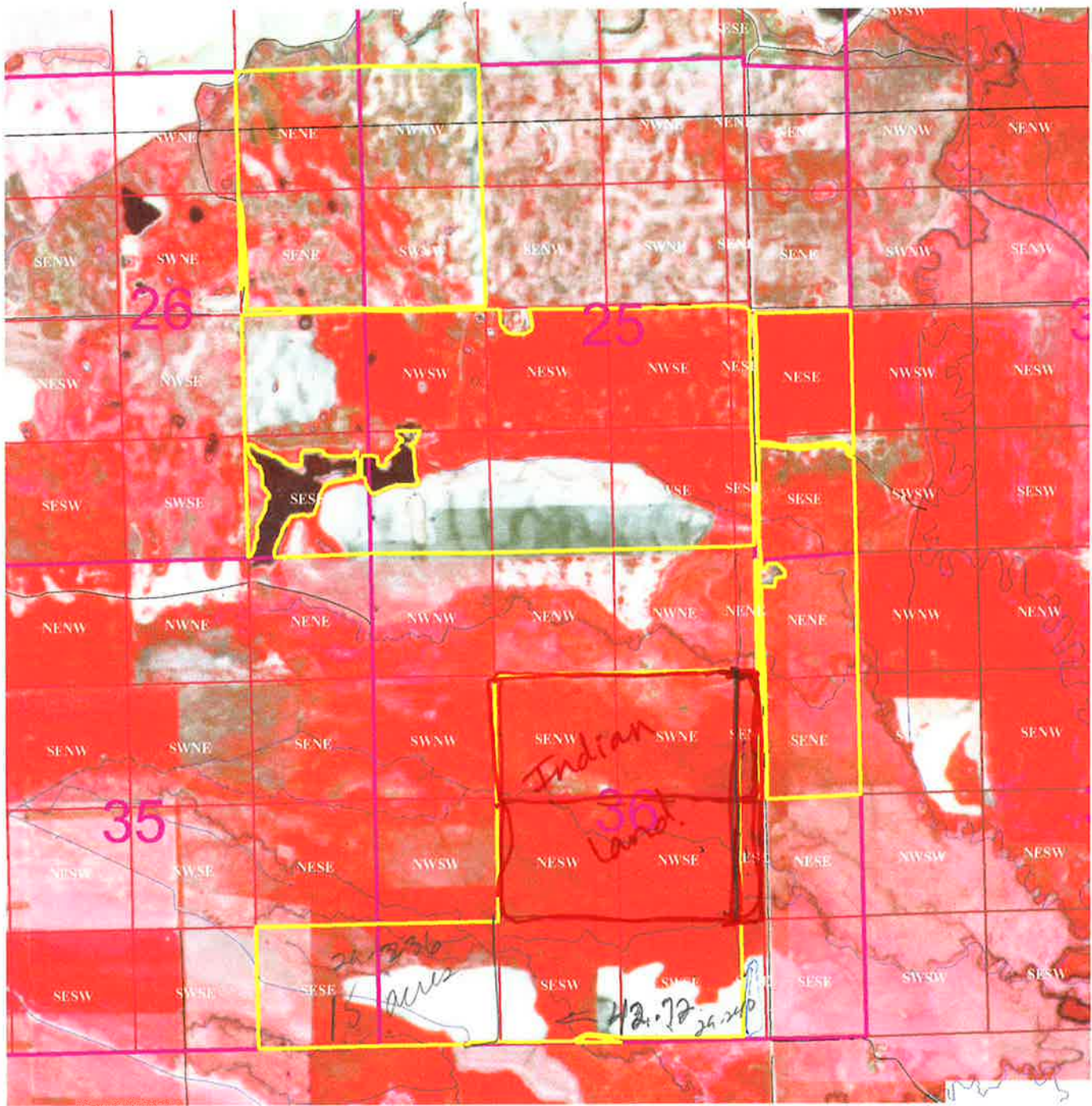
Townships , 6S38E, 7S38E



Water Right Claim Number A29-10320

06/19/2000

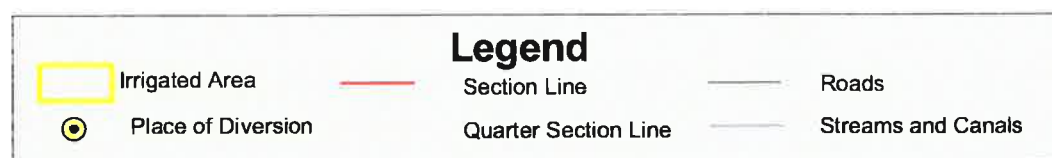
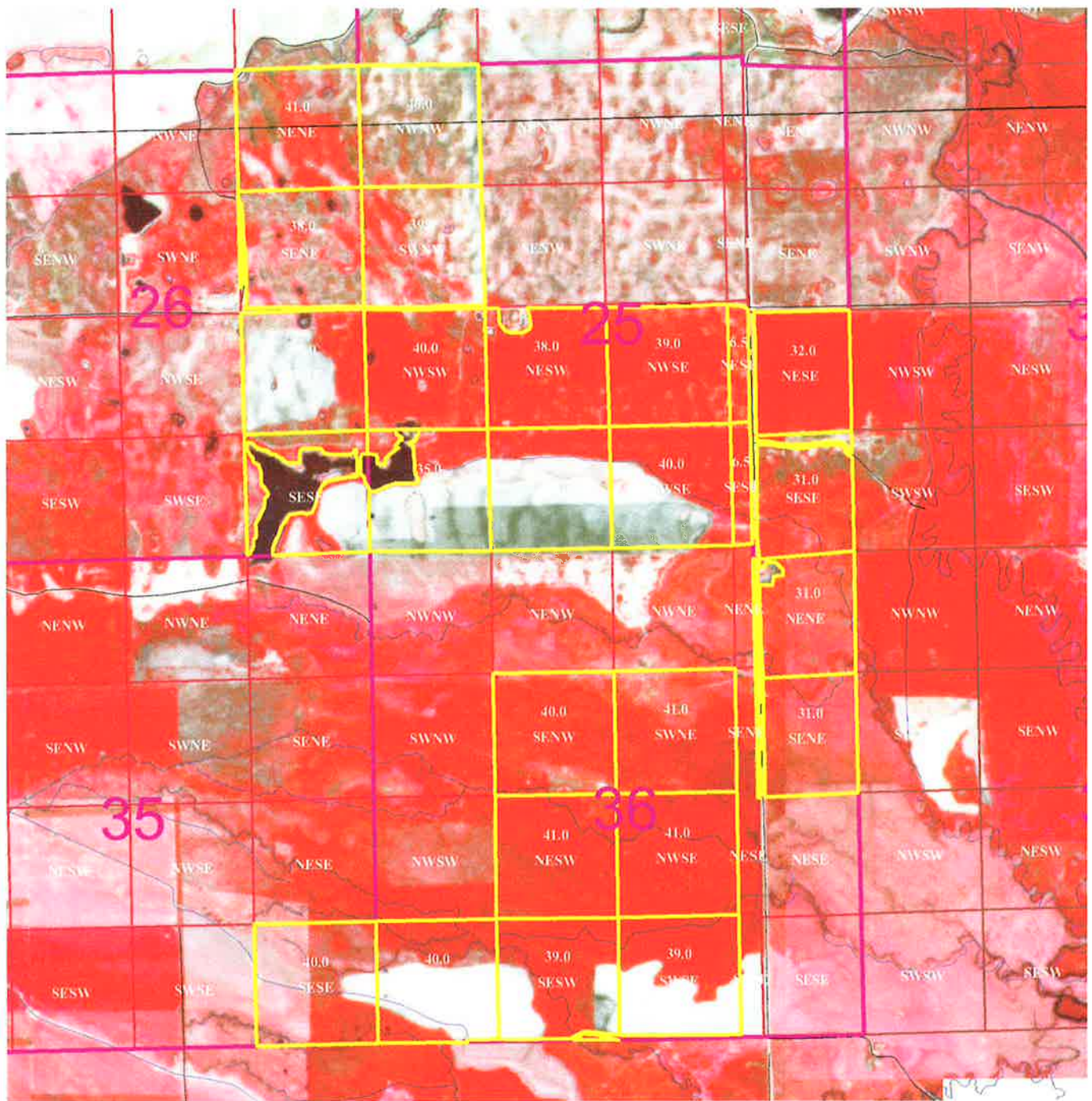
Townships , 6S38E, 7S38E



Water Right Claim Number A29-10320

06/19/2000

Townships , 6S38E, 7S38E



1000 0 1000 2000 Feet



Bird, Cindy

From: Carlsen, Ernie
Sent: Tuesday, March 02, 2004 11:36 AM
To: Bird, Cindy
Cc: McHugh, Candice
Subject: RE: Indian water claimed by Rondo in basin 29.

Cindy, The right is 29-10320.

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

From: Bird, Cindy
Sent: Tuesday, March 02, 2004 10:47 AM
To: Carlsen, Ernie
Subject: RE: Indian water claimed by Rondo in basin 29.

Candice responded to say that he didn't object to the claim being disallowed. Was it renumber or seperated from his other rights? Because I seem to recall it was included with other rights.

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

From: Carlsen, Ernie
Sent: Monday, March 01, 2004 5:00 PM
To: Bird, Cindy
Cc: McHugh, Candice
Subject: RE: Indian water claimed by Rondo in basin 29.

Rondo filed an objection to the director's report because we did not include the Indian right in the combined right recommendation for his other rights with the same priority. I expect it is one of the objections that the court will schedule for a status conference. Hopefully on April 21st. so you can get in on it. Rondo's dilemma is he leased the right from the Indians. When it was not included in the Fort Hall Agreement it no longer became available to lease. And since it was just leased he can not show ownership of the right. Candice thought long and hard on trying to find a way we could recommend the right but was not successful.

Ernie

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

From: Bird, Cindy
Sent: Monday, March 01, 2004 4:47 PM
To: McHugh, Candice
Cc: Carlsen, Ernie
Subject: Indian water claimed by Rondo in basin 29.

hi Candice,

I just got back from the basin 29 water district meeting. I ran into Rondo at the meeting and he asked me about that Indian right that he claimed in the SRBA that the indians failed to claim. What is happening with this right?

Cindy

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Cindy

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FEB 22 2005

DEPARTMENT OF
WATER RESOURCES

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MAR 14 2005

DEPARTMENT OF
WATER RESOURCES

RECEIVED

MAR 17 2005

Department of Water Resources
Eastern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

**And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**

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): 29-10320

Adjudication Claim No(s): _____

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

A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

B) A **FEE** of \$25.00 per water right or adjudication claim.

3. Name and Mailing Address of Person or Company holding Security Interest:

Lewiston State Bank
c/o Western AgCredit, FLCA
P.O. Box 95850
South Jordan, UT 84095

4. Name of Water Right Owner/Claimant(s):

C V CATTLE CO., an Idaho Corporation

5. Expiration Date of Notification Period: January 01, 2023

6. Is this a Renewal of Request for Notification ☐ YES ☒ NO

Lewiston State Bank
By: Western AgCredit, FLCA, Servicer

7. Signature(s) (and title if applicable): By: David G. Brown
David G. Brown
Vice President - Credit Services

For Office Use Only

Received by MC

Received by MC

Processed by ASherma

Date 2-22-05

Date 2-22-05

Date 3-14-05

Fee \$ 25.00/yr

Receipt No. CO46045

WR _____ Date _____

SCANNED

MAR - 2 2005

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MAR 14 2005

Recording Requested by:—

WHEN RECORDED MAIL TO:

LEWISTON STATE BANK
c/o WESTERN AgCREDIT, FLCA
BOX 95850
SOUTH JORDAN UT 84095-0850

STATE OF IDAHO
County of Caribou ss 168150
I hereby certify that this instrument was filed at the request
of Caribou Title
at 1:16 o'clock P m this 3rd day of
April, 2003 in my office and duly
recorded official Records
Recorder Edie Bush
Edie Bush
Signature 21 00 Deputy CT

Loan No. 4300104801

**REAL ESTATE MORTGAGE,
FIXTURE FILING AND SECURITY AGREEMENT**

THIS MORTGAGE is made this **18th** day of **March, 2003** between

C V CATTLE CO., an Idaho Corporation

hereinafter called "Mortgagor", and LEWISTON STATE BANK hereinafter called "Mortgagee", a corporation having its principal place of business in Lewiston, Utah.

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County of Caribou, State of Idaho:

FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "Water Assets" (hereafter collectively referred to as the "Property"). References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "water" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easements, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

b. All stock, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any water or other Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

c. All licenses, permits, approvals, contracts decrees, rights and interest to acquire or appropriate any water or other Water Assets, water bank or other credits evidencing any right to water or other Water Assets, to store, carry, transport or deliver water or other Water Assets, to sell, lease, exchange, or otherwise transfer any water or other Water Asset, or to change the point for diversion of water, the location of any water or Water Asset, the place of use of any water or Water Asset, or the purpose of the use of any water or Water Asset;

d. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any water or Water Asset;

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MAR 14 2005

constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.
4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.
5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.
6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.
7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, and appraisal fees, environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.
8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.
9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee:

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

B IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.
2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.
3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.
4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.
6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any

EXHIBIT "A"

Caribou County, Idaho:

Township 6 South, Range 38 East of the Boise Meridian:

Section 25: Lots 19 and 20, W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, EXCEPT THEREFROM, the following described property:

Beginning at a point 375 feet East of the West Quarter corner of said Section 25, and running thence North 400 feet; thence East 218 feet; thence South 400 feet; thence West 218 feet, to the point of beginning.

Section 26: E $\frac{1}{2}$ E $\frac{1}{4}$, EXCEPT THEREFROM, the following described property:

Beginning at the Northwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26, and running thence East 780 feet; thence South 185 feet; thence West 760 feet; thence South 395 feet; thence West 20 feet; thence North 580 feet, to the point of beginning.

Section 35: SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Section 36: Lots 20, S $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.

A tract of land situated in Section 24, Township 7 South, Range 39 East of the Boise Meridian, and in Section 19, Township 7 South, Range 40 East of the Boise Meridian, more particularly described as follows:

Beginning at the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 24, and running thence East 2366 feet; thence South 1410 feet; thence West 2366 feet; thence North 1410 feet; to the point of beginning.

EXCEPT THEREFROM, a County Road approximately 16 feet in width running along or near the Township line and along the North line of said premises.

TOGETHER AND INCLUDING THE RIGHT TO THE FOLLOWING DESCRIBED WATER REGISTERED WITH THE STATE OF IDAHO, DEPARTMENT OF WATER RESOURCES: CLAIM # 29-10319, 29-10320, 29-123, 29-124, 29-121, 29-10318, 29-122, 29-125, 29-489B, 29-486B, AND 29-487B

SCANNED

MAR 14 2005



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

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MAR 14 2005

DEPARTMENT OF
WATER RESOURCES

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 3, 2005

SUZY YACK
WESTERN AG CREDIT
PO BOX 95850
SOUTH JORDAN UT 84095-9931

RE: Snake River Basin Adjudication (SRBA)
Notice of Security Interest in a Water Right - #29-10320
C V Cattle Co.

We are returning the Notice of Security Interest in a Water Right. Before we can proceed, item 2A must be completed. I have also enclosed your receipt #C076845 for the fee you paid. Please retain the receipt for your records.

Please call me toll-free at 1/800-451-4129 if you have any questions.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region
Enclosure:

Incomplete Notice of Security Interest in a Water Right
Receipt #C076845

Sorry,

I have attached the recorded Mortgage

*Thanks,
Suzy*

SCANNED

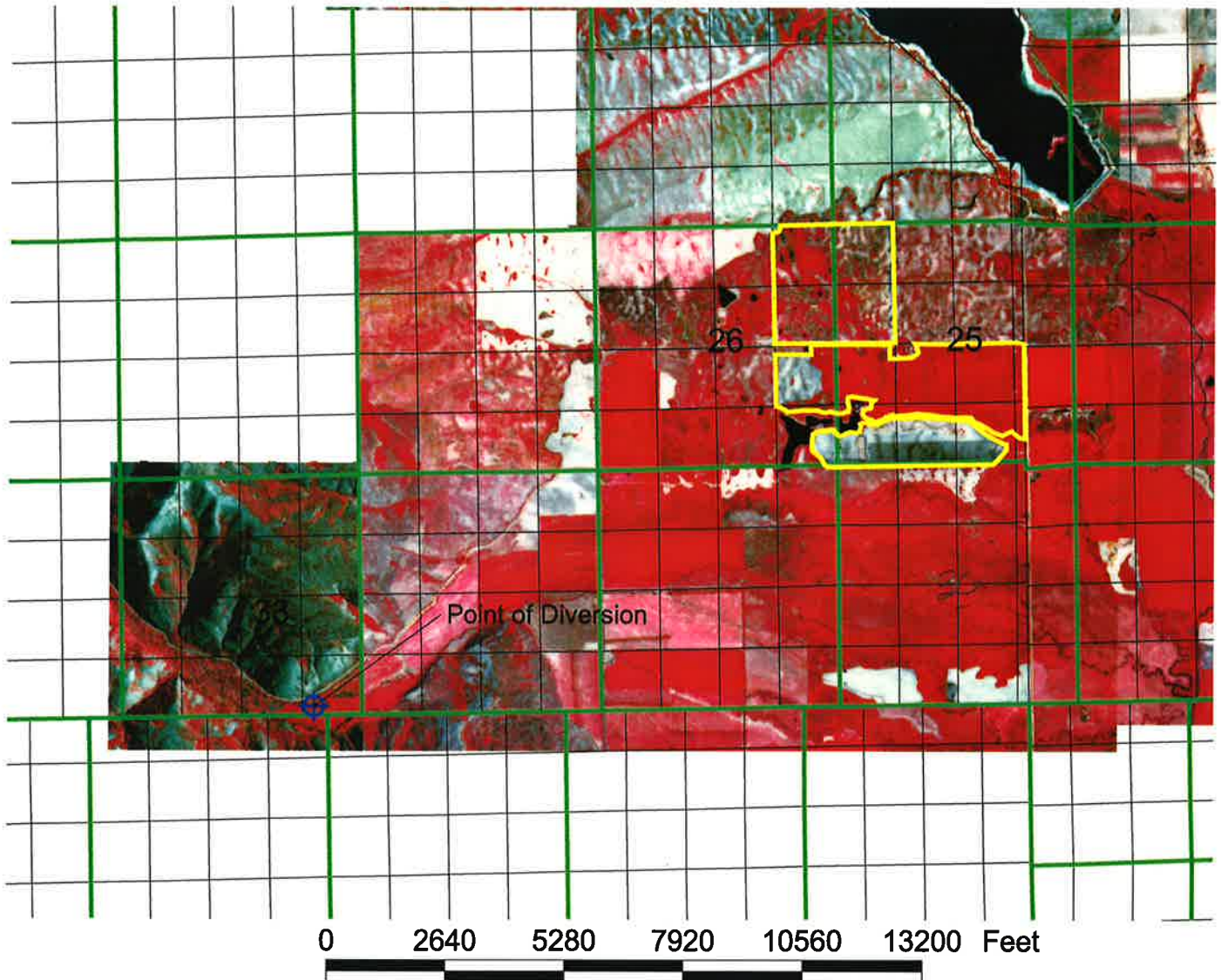
MAR 14 2005



Department of Water Resources

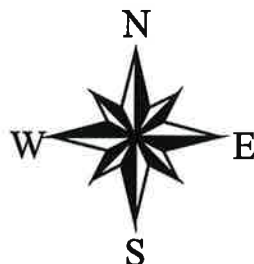
Claim Nos: 29-121, 29-122, 29-123,
29-125, 29-10320, 29-13499

Twp 06S Rge 38E



Irrigated Acres = 437.5

-  Place of use.shp
-  Diversion.shp
-  Sections
-  QQ



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepare by: E. Carlsen
Date: April 2003



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

August 4, 1999

Arlin Olson
Watermaster #29
PO Box 644
Lava Hot Springs ID 83246

Mr. Olson:

Based on your inquiry I have researched claim #A29-10278 in the name of Michael or Eileen Chambers. This involves portions of four decreed "Indian Rights" with a July 6, 1868 priority. Those four decrees are numbered 29-00234, 29-00238, 29-00239 and 29-00240.

Starting with decree 29-00238 please note in the remarks of claim A29-00238 that the Shoshone Bannock Tribes have this right via the Fort Hall Indian Water Rights Agreement of 1990. This decree is also claimed by CV Cattle Company under claim A29-10320. This right should only be delivered for use to the SENW and SWNE SEC 36 T06S R38E to irrigate 86.67 acres of Tribal ground. (see attached page 34 of the Ft Hall Indian Water Rights Agreement).

Decree #29-00234 is appurtenant to the NWNE and NENW of SEC 36 T06S R38E. This ground appears to be owned or operated by Jim Andrus and is so claimed under claim A29-10331 (enclosed copy). The Caribou County assessor confirms this in Andrus' ground.

Decree 29-00239 appears to be appurtenant to either Indian ground or ground owned by CV Cattle Company and indeed is claimed by CV Cattle under claim A29-10320.

Decree 29-00240 is appurtenant to the SESW and SWSE SEC 36 T06S R38E. This ground is owned by CV Cattle Company.

In final review, none of these original decrees are on ground owned by Michael or Eileen Chambers. Decree 29-00238 is already in Tribal hands and all the other decrees are claimed by owners of the original place of use.

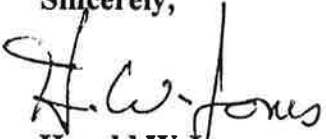
PROFILED
SCANNED

SEP 13 2004

Page 2
Arlin Olson

You should therefore stop any delivery of 1868 water to the Chambers/Caldwell point of diversion for use on the Chambers property until evidence is provided of ownership of those listed decrees.

Sincerely,

A handwritten signature in black ink, appearing to read "H. W. Jones".

Harold W Jones
Water Right Supervisor

cc: Jared Caldwell
Steve Hebdon

SCANNED

SEP 13 2004

PROFILED

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

In Re SRBA)

Case No. 39576)

A. Subcase 29-10320

(insert water right number)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Rondo Perkins

Address: 3124 Nipper Road
Baneroft, ID 83217

Daytime Phone: 208-221-8881

Name & Address of Attorney, if any:

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: CV Cattle Company Inc.

Address: 3124 Nipper Road
Baneroft, ID 83217

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☐ **Name and Address**

Should be: _____

2. ☒ **Source**

Should be: Water right 29-239 should be included with the recommendation of water right 29-10320.

3. ☐ **Quantity**

Should be: _____

4. ☐ **Priority Date**

Should be: _____

5. ☐ **Point(s) of Diversion**

Should be: _____

6. ☐ **Instream Flow Description**

Should be: _____

7. ☐ **Purpose(s) of Use**

Should be: _____

8. ☐ **Period of Year**

Should be: _____

9. ☐ **Place of Use**

Should be: _____

11. **I object because:**

☐ This water right should not exist.

☐ This water right was not recommended, but should be recommended with the elements described above.

E. **REASONS SUPPORTING OBJECTION(S):** The owners of CV Cattle Co. have used this for over 100 years. The Indians failed to claim this right under the Fort Hall agreement. The IDWR did not include right 29-239 as part of 29-10320. I feel this water should not be lost.

F.

VERIFICATION (Must be Completed)

State of Oregon)
) ss.
County of Linn)

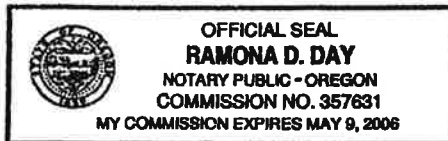
Rondo Perkins _____, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

X.W. Perkins _____
(Signature of person filing objection)

(Attorney signing in representative capacity)

Subscribed and sworn to before me on: Oct 31, 2003



Ramona D. Day _____
Notary Public for US State of Oregon
Residing at: 2100 TAC BLVD BLDG 1000 B21
My Commission Expires: May 9, 2006

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the Court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on 11-5, ²⁰⁰³~~199~~, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

Name: CV Cattle Company Inc
Address: 3124 Alipper Road
Boise, ID 83217

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
PO Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724

Randy W. Perkins

Randy W. Perkins

Signature of Objector or attorney
mailing on Objector's behalf

- 6-18-2003 -

- Though 29-239 was not included in Fort
Hale Agreement, it is still appertenant to land
owned by Fort Hale. If the right has been
abandoned or forfeited it reverts back to state.
He can not adversely possess it because it is
in a water district. To remeand it Forts
must show right was conveyed to him.

-Recommendation;

29-240	43.72	0.862
29-236	15.53	0.31
Part. 29-234	7.0	0.14
	66.25	1.312

235.25

54
55
36
24

25-21 -
29-12
29-123
29-125

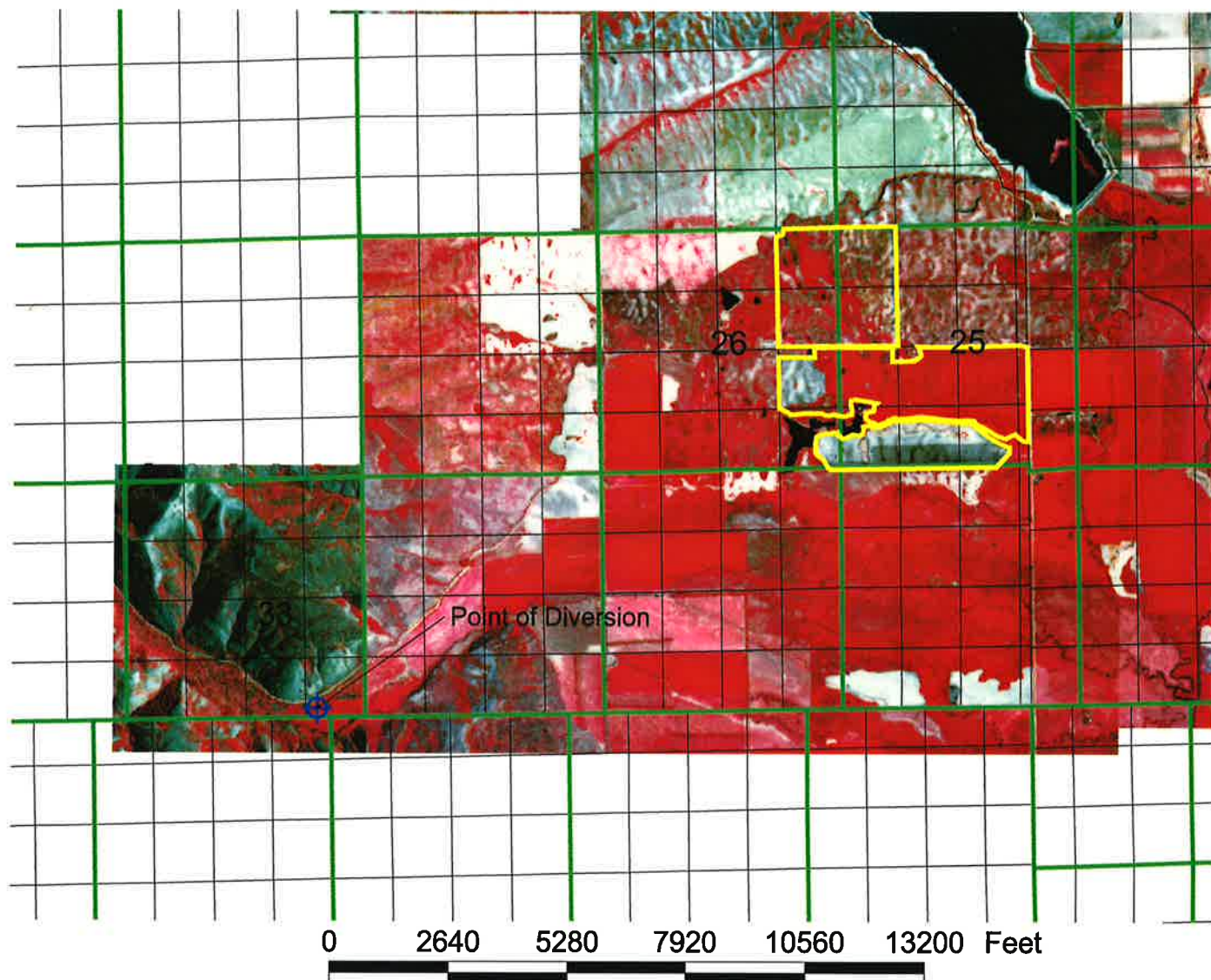
202.25 - 66481-52



Department of Water Resources

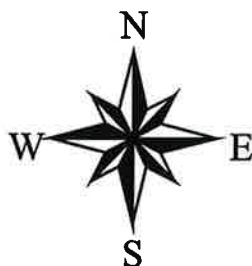
Claim Nos: 29-121, 29-122, 29-123,
29-125, 29-10320, 29-13499

Twp 06S Rge 38E



Irrigated Acres = 437.5

-  Place of use.shp
-  Diversion.shp
-  Sections
-  QQ



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepare by: E. Carlsen
Date: April 2003

1/24/03. Contact, Priority date, Period of use,
and changed the qty, added additional
Remarks, P15 & K06.

POB & POU NOT done yet.

29-240	43.72 AC	SWSE SESW sec 36.	0.867
236	15.53 AC	SWSW 36 SESE 35	0.31
	59.25		1.177

29-239	84	1.68
Part 29-234	7	.14
	150.25 AC.	2.99 cfs.

4/28/03 - Rondo visited IOWR office. Amended 29-10320 to
include 29-236, 29-239, 29-240 and 0.14 cfs of 29-234.
Claim reflects an accomplished change in p.o.d. & p.o.u.
to land serviced under Feeder Canal. Rondo is
filing on 29-239 since it was not included in the
Fort Hall agreement and he has leased this
land the right two original decree too since 1975.

Summary Data Entry Form

Claim No.: _____

Remarks and Conditions (Include Type, Category and Code if applicable):

C18

P15 Combined 29-236 & 29-240.

K06 Pou-Irr. Remark acc limit 58.25

Split or Combined Right Analysis:

Combined 29-236 and 29-240

Attached Field Notes or Other Documents:

Claim No.:

Reviewer _____

Date _____

Contacts Data Entry Form

Owner Type	Full Name	Address	City	State	Zip	Phone
Individual	John Doe	123 Main St	Anytown	CA	90210	(555) 123-4567
Company	ABC Corp	456 Elm St	Springfield	IL	62701	(555) 987-6543
Government	City of Springfield	789 Oak St	Springfield	IL	62702	(555) 234-5678
Non-Profit	Springfield Foundation	101 Pine St	Springfield	IL	62703	(555) 345-6789

Current Owner _____

Name connector: and _____, or _____, and/or _____

Current Owner _____

Current Owner _____

Representing Attorney: _____ Phone Number: _____

Accompanied By: _____ Phone Number: _____

Relationship to Claimant: _____

Date of Field Exam: _____ Time: _____

Directions to Property (if different from above) and/or update owner information:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Reviewer: _____

Date: _____

Priority Date Data Entry Form

Claim Number: 29-10320

Water Right Priority Date: _____ Water Right Basis: _____

Claimed Priority Date: _____ Claimed Basis: _____

Recommended Priority Date: _____ Recommended Basis: _____

☐ Use Claimed Priority Date and Basis as Recommended Priority Date and Basis

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

Reviewer: _____

Date: _____

Point of Diversion and Source Data Entry Form

Claim Number: _____

Water Right Point of Diversion: T____, R____, Sec. _____, _____, _____, _____ County: _____

Source: _____ Tributary: _____

Claimed Point of Diversion: T____, R____, Sec. _____, _____, _____, _____ County: _____

Source: _____ Tributary: _____

Recommended Point of Diversion: T____, R____, Sec. _____, _____, _____, _____ County: _____

Source: _____ Tributary: _____

_____ Use Claimed POD and Source as Recommended POD and Source

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						
_____	_____	_____	_____	_____	_____	_____
GPS Coordinates: _____						

Other rights from this POD? _____

Document how the POD and Source were verified and/or Pump and Motor data:

Transfers Changing POD _____

Reviewer: _____

Date: _____

Place Of Use Data Entry Form

Claim Number: _____

_____ Use Claimed POU as Recommended POU

Claimed Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres _____

Recommended Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres _____

Document how the POU was verified:

Transfers Changing POU _____

Reviewer: _____

Date: _____

Purpose of Use Data Entry Form

Claim Number: _____

_____ Use Claimed Purpose of Use as Recommended Purpose of Use

Water Right Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Claimed Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Recommended Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other
_____	_____	_____	58.25	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Document how the Purpose of Use was verified:

dioree29-236 15.53 acres.29-240 42.72 acres.

Transfers Changing Purpose of Use _____

Reviewer: _____

Date: _____

Period of Use and Quantity Data Entry Form

Claim Number:

29-16320☐ Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____

Overall Diversion Volume _____

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____

Overall Diversion Volume _____

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Irrigation	4/1	10/31	1.172	

Overall Diversion Rate 1.172

Overall Diversion Volume _____

Document how the Period of Use and/or Diversion Rate were verified:

Decree - 29-236 & 29-240 only

Reviewer:

CB

Date:

1/23/03

29-10320

Combined 29-236, 29-238, 29-239
29-240

29-238 Indian water in the fort hall agree-
ment.

29-239 was cleared to the Indians

on Indian land that is still owned

by the Indians but the water

however has not been claimed

by the Indians. Rondo claimed it under
this combined right.

Combined diversion rate:

29-236 0-31

29-240 0.862

1.172

1/22/03

Chief Carl - Carlin Co. American this
the Indians still own the land dispute
by 29-238 & 29-239.

11-26-01 Conversation with Harold Jones.

The first Hall agreement was made in

1990, which included 29-231 & 29-238

B.F.A. mailed a letter to Ronde

Pickering March 29, 1992, allowing

him to transfer the Indian

water, allotment 171 & 72 (29-238, 239)

for one year.

1984 Ronde was denied the right to

transfer the 1868 Indian water

to different land. The transfer

was filed in 1979 but wasn't

decided on until 1984. Ronde

also filed another transfer in

March 1992 (T 5782), the transfer

was denied (reversed) in July 2000.

- Had to get the watermaster's words

from Jim Luke.

- Was Allen H. Olson on top of the Indian
rights?

- The Indian right to a federal claim
is no longer available. There
is opportunity to file a federal claim

ended with the Fort Hall agreement.

- If they wanted to claim 29-239 it would have to be as a state based right.
- This opens the door for Pondo Kuckin's to claim their 1868 right under an accomplished transfer.

Bird, Cindy

From: Bird, Cindy
Sent: Friday, December 14, 2001 11:32 AM
To: McHugh, Candice
Subject: decree dates reply

Candice,
Is the 6/30/1921 date for the UG& E decree? 8/7/1932 for the amended decree which included the indian rights?
C

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

From: McHugh, Candice
Sent: Friday, December 14, 2001 10:32 AM
To: Carlsen, Ernie; Bird, Cindy
Subject: RE: claim 29-239 (allotment 72)

Cindy,

Is this part of the CV Cattle claims. I wanted to clarify that the priority date for the b/u claim based on the posted notice should be 8/7/1932 not 6/30/1921; I can't recall if we discussed this on the phone or not but this email reminded me again so I thought I would send this to you.

Thanks

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

From: Carlsen, Ernie
Sent: Friday, December 14, 2001 10:25 AM
To: Bird, Cindy
Cc: McHugh, Candice
Subject: RE: claim 29-239 (allotment 72)

Cindy,

The March, 1992, letter from the Indians to Rondo indicates there was not a pre 1987 accomplished change. I don't think the 2000 water delivery records from the water district are of much value for recommending an accomplished change in place of use. In order for someone other than the owner of the original place of use to show ownership of right 29-239 they need to provide evidence that the right was conveyed. A water right can not be adversely possessed in a water district. I would not recommend this right as part of a permissible place of use extending beyond the decreed place of use.
Ernie

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

From: Bird, Cindy
Sent: Monday, November 26, 2001 4:17 PM
To: Luke, Tim
Cc: Carlsen, Ernie
Subject: claim 29-239 (allotment 72)

Tim,

Rondo Perkins has filed a claim on 29-239. In the original decree it was decreed to Indian land in section 36. This land is still owned by the Indians except for some lots owned by Rondo Perkins on the east side along side the road. The Indians did not claim 29-239 in the Fort Hall agreement? The BIA wrote Rondo a letter in March of 1992 allowing him to temporally transferring allotments 71 & 72 (29-238 & 239) to use on different land for one year. I need to get some water district records on the delivery of this water. I have a water master's report from May 10, 2000 to Sept. 15, 2000 but it doesn't make sense. Do we know how long Rondo has been receiving this 1868 water?

Thanks
Cindy

Bird, Cindy

From: Luke, Tim
Sent: Friday, November 30, 2001 9:56 AM
To: Bird, Cindy
Subject: Perkins Claims

Cindy,

Tried calling you but there is some problem with dialing long distance from our office.

I looked at a few years of District 29 daily log books. The watermaster used the numbers from the decree rather than the IDWR water right numbers to identify the rights associated with the various owners and diversions. There are about a half-dozen water rights associated with Rondo Perkins for the several years that I looked at. All of these rights are from the Portneuf River and thus associated with his Portneuf River diversions. I could find no diversion information for Rondo regarding Toponce Creek. However, I did notice that there were entries in the log books for Wayne Perkins (I believe Rondo's brother) for part of right 76 (29-0088 thru 29-0093) from Toponce Creek. These are all more junior rights (1906 - 1913). It is my understanding that Rondo runs Waynes place and diverts some of Waynes water through the Portneuf Reservoir Canal from Toponce Creek. I only looked at a few months of the log books from a few years and generally found no actual measurements or record of use under Wayne Perkins.

With respect to Rondos claims on 29-238 and 239 - I could not find these claims in Workflow database. However, I did check the files in the vault and found that Rondo (aka CV Cattle Inc) filed transfers in both 1984 and 1991. You probably knew this already. The '84 transfer (T2327) involved rights 29-236, 238, 239 and 240. The 1991 transfer (T5782) originally involved these same rights but apparently was amended in March 1992 to include only rights 29-236, 239 and 240. The transfer filed in '84 was voided because Perkins could not provide sufficient evidence confirming ownership of the rights. The 1991 transfer was amended in March 1992 and advertised in April 1992.

When I first got involved with the district in 1991 there was some controversy about the diversion of these Indian rights by Perkins. I was advised by Ron Carlson that Perkins could divert the Indian Rights to the reservoir canal off Toponce Creek because Perkins had filed a transfer application. My review of the water right files today indicates that Ron Carlson signed an order voiding the 1991 transfer on July 10, 2000. Reason for voiding the transfer application was due again to the fact that Perkins had not provided sufficient evidence of ownership of the rights. I'm not sure why we allowed Perkins to have 8 years to try and prove ownership (maybe there were some hassles with the Tribe). I have no doubt that Perkins diverted the Indian rights in 1991 and 1992 under the pending transfer application. I suspect he has been diverting the rights ever since. I reviewed some of my field notes and found a measurement of the Portneuf Reservoir Canal diversion from Toponce Creek (Feeder Canal). The watermaster and I current metered the diversion on July 26, 1991 and obtained a flow of 3.0 cfs. There are several letters in the 1992 water district file from me to Perkins regarding the need to install a weir on the canal diversion. One of the letters acknowledges that IDWR provided authority for Perkins to divert the Indian rights under transfer 5782. The correspondence indicates that I had trouble getting Perkins to comply with installation of a device. Perkins did get a weir installed in 1992 but I know from my subsequent visits that year and several visits in other years since 1992 that the weir was never quite standard. Although the weir was installed in '92 it does not appear that the watermaster recorded these measurements in any separate entry of his log books. Perhaps the entry was not made since the diversion was never quite legal.

I visited this same diversion and several others on Toponce Creek this summer just after the watermaster passed away. I visited the sites with the interim watermaster. I recall that I observed a small quantity of water being diverted to the reservoir canal from Toponce Ck, probably less than 1 cfs. I believe the water probably was being diverted by Perkins. Given the drought situation, the diversion would have had to have been from the Indian rights. It seems from my limited review that Perkins still needs to prove ownership of the rights. Given the order voiding the rights, I believe that any diversion of these rights after July 10, 2000 was illegal or unauthorized.

Tim Luke

Bird, Cindy

From: Bird, Cindy
Sent: Monday, November 26, 2001 3:57 PM
To: Jones, Harold (Skip)
Subject: Indian Water

Skip, I don't have a copy of that information. What I have is a copy of the watermaster's report for May 10, 2000 to September 15, 2000. Which I can't make heads or tails of it. So I'll contact Tim Luke for some water district records. Would you send me over the other information. Let me know if you are going to fax it because I will have to get off line if you do.

Thanks
cindy

Skip is mailing the info.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 5782~~(Amended)~~ APPLICATION FOR TRANSFER OF WATER RIGHT ~~(Amended)~~
PART 1Name of applicant C.V. Cattle Inc. Phone 648-7863
Post Office address 3124 Nipper Ln, Bancroft Idaho 83217

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes To Reflect current point of diversion and place of use

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

- | 1. Right Number | Priority | Amount
(cfs/ac-ft) | Nature
of Use | Period of Use |
|-----------------|-----------------|-----------------------|-------------------|----------------------------|
| <u>29-0236</u> | <u>7/6/1868</u> | <u>0.31 cfs</u> | <u>Irrigation</u> | <u>4/15</u> to <u>9/15</u> |
| <u>*29-0238</u> | <u>7/6/1868</u> | <u>1.733 cfs</u> | <u>Irrigation</u> | <u>4/15</u> to <u>9/15</u> |
| <u>29-0239</u> | <u>7/6/1868</u> | <u>1.679 cfs</u> | <u>Irrigation</u> | <u>4/15</u> to <u>9/15</u> |
| <u>29-0240</u> | <u>7/6/1868</u> | <u>0.862 cfs</u> | <u>Irrigation</u> | <u>4/15</u> to <u>9/15</u> |
2. Total amount of water being transferred 4.584 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Toponce Creek tributary to Portneuf River
4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
1	NE	NE	NE	4	7S	38E	CARIBOU	Toponce Feeder Canal
		SE	NE	34	6S	38E	Caribou	

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
6S	38E	26													35				35
		25									35	28	6	38	6	39	38	5	195
															L-19			L-20	

Total acres 230

PART 1**6. General Information:**

a. Description of diversion system Two ditches (one controlled by applicant + the other is the Toponce Fred-eu Canal) to place of use.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? ☒ Yes ☐ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

Indian ground will not have irrig. crops on it.

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 29-0236 Decreed to Mary Hoyt (allot No. 69)
in case of USA vs. Hibner
dated 4/8/1929 in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Toponce Creek tributary to Portneuf River

4. Date or priority 07/06/1868

5. Water is used for the following purpose:

amount 0.31 cfs for Irrigation purposes from 04/15 to 09/15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 0.31 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Not Listed

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	38E	35																X	
		36										X							

Total acres 15.53

9. Describe any other water rights used for the same purpose as described above _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 29-0238 Decreed to KEMENATSE (allotment # 71)
in case of USA vs. Helonen
dated 4/28/1929 in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Toponce Creek tributary to Portneuf River

4. Date or priority 7/6/1868

5. Water is used for the following purpose:

amount 1.733 cfs for IRRIGATION purposes from 4/15 to 9/15
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 1.733 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion: Not listed

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	38E	36			X					X									86.67

Total acres 86.67

9. Describe any other water rights used for the same purpose as described above _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 29-0239 Decreed to Movich (Allotment No. 72)
in case of USA vs. Hibner
dated 4/8/1929 in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Toponce Creek tributary to Portneuf River

4. Date or priority 7/6/1868

5. Water is used for the following purpose:

amount 1.679 cfs for Irrigation purposes from 4/15 to 9/15
(cfs/ac-ft) _____
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft) _____
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft) _____

6. Total amount of water under right 1.679 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion: Not Listed

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>06S</u>	<u>38E</u>	<u>36</u>									X					X			<u>83.97</u>

Total acres 83.97

9. Describe any other water rights used for the same purpose as described above _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 29-0240 Decreed to Charlie Pizoka
in case of USA vs. Hibner
dated 4/8/1929 in _____ county of _____
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice

☐ Warranty Deed

☐ Other _____

3. Source of water Toponce Creek tributary to Portneuf River

4. Date or priority 7/6/1868

5. Water is used for the following purpose:

amount 0.862 cfs for Irrigation purposes from 4/15 to 9/15
(cfs/ac-ft) _____
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft) _____
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft) _____

6. Total amount of water under right 0.862 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion:

Not listed

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>6S</u>	<u>38E</u>	<u>36</u>												<u>X</u>			<u>X</u>		<u>43.72</u>

Total acres 43.72

9. Describe any other water rights used for the same purpose as described above _____

419000m.E.

T-5

TOPONCE

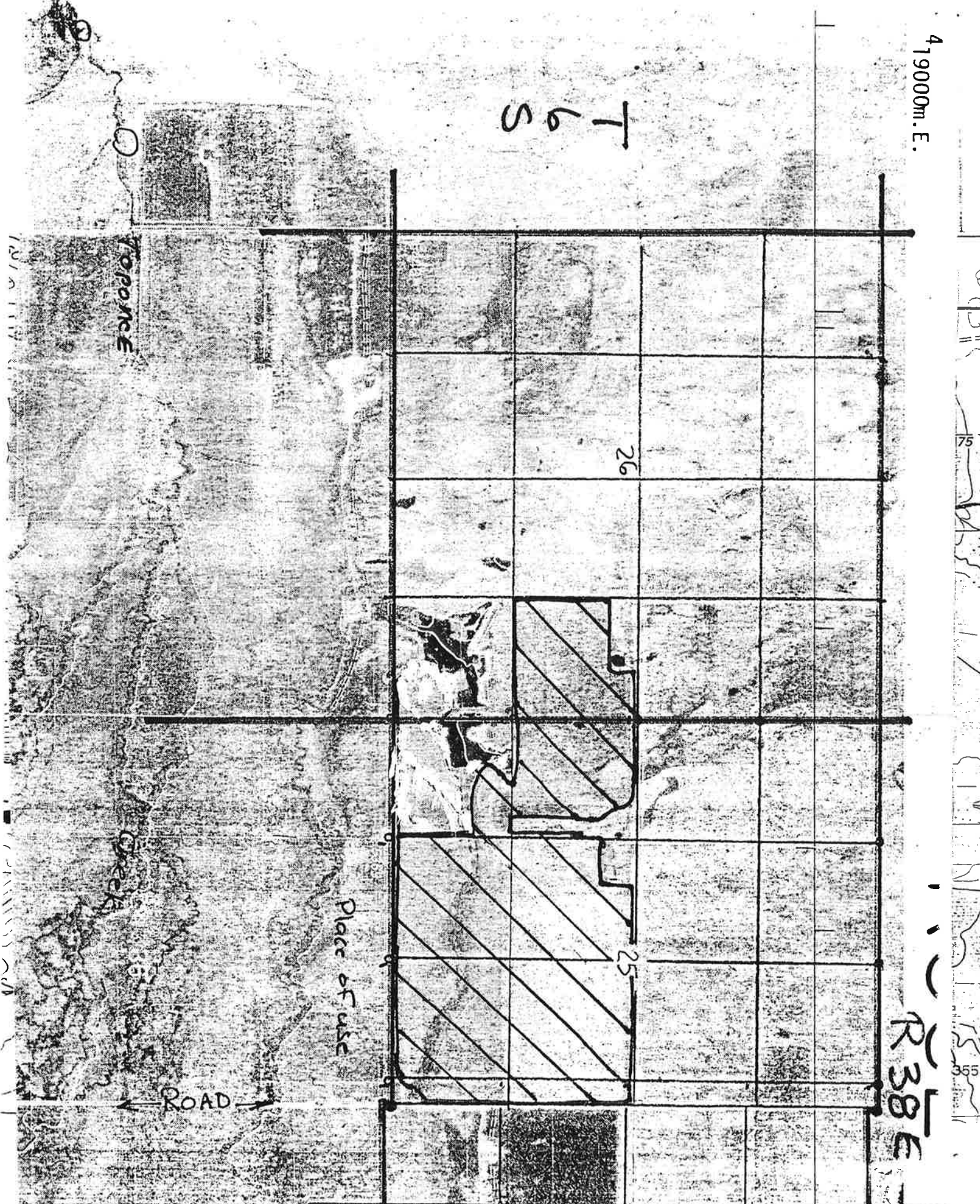
26

25

Place of use

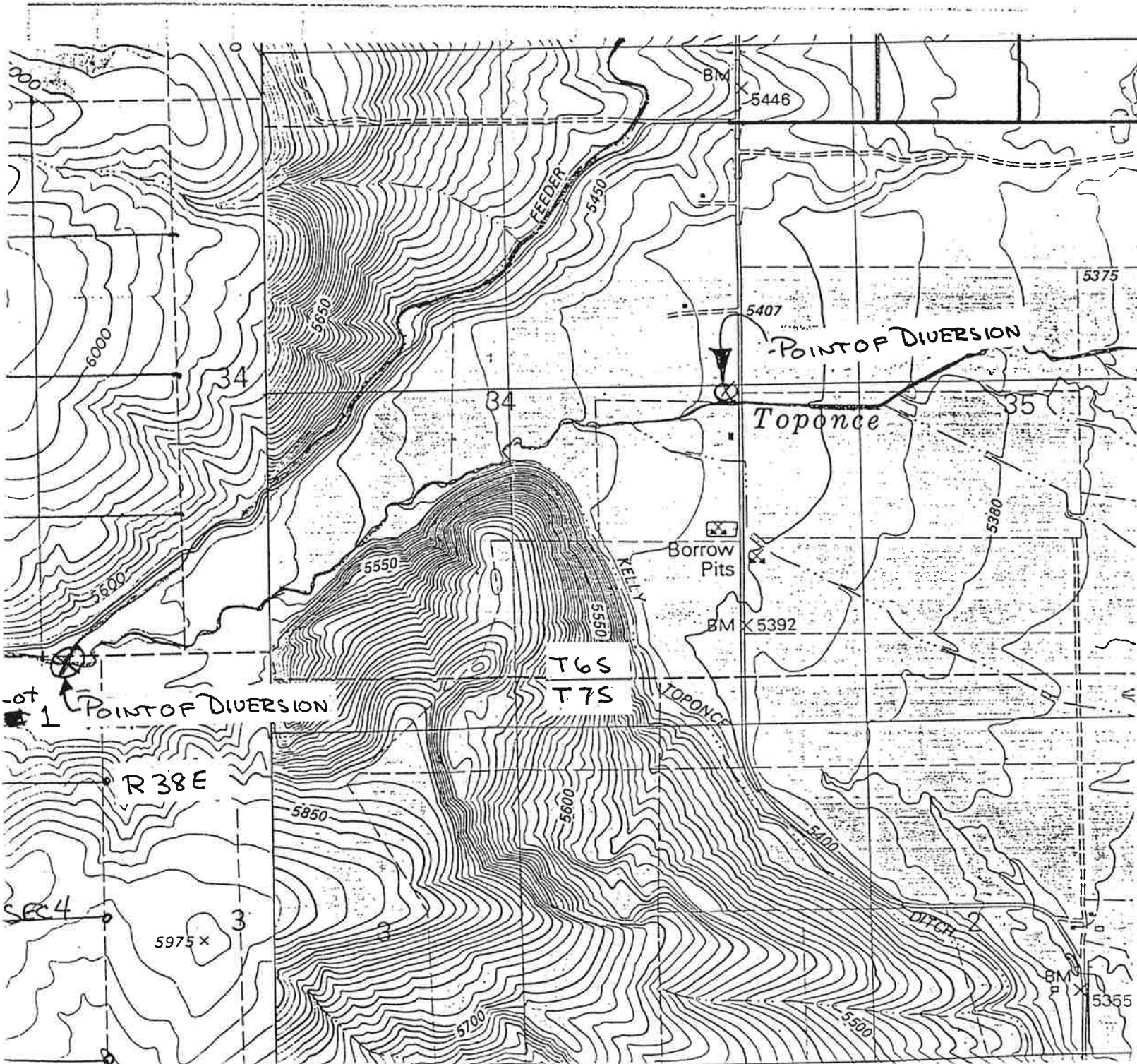
ROAD

R38E



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

PART 3**B. CHANGES IN NATURE OF USE**

1	<u>New Nature of Use</u>	<u>Amount (cfs/ac-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
				to _____
				to _____

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

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 willful misrepresentations made in this application may result in voiding its approval.

C. V. Cattle Co. Inc. by J. W. Stephens Pres
(Signature of Applicant)

Subscribed and sworn to before me this 27th day of March, 19 92

BETTY J. THOMPSON, NOTARY PUBLIC

(Notary Public)

My commission expires RESIDING AT IDAHO FALLS, IDAHO

MY COMMISSION EXPIRES: 6-30-94

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by _____ Date _____ Protest filed by _____

Prelim. check by _____ Fee \$ 50.00

Receipted by HWT #E016556 Date 7-22-91

Published in Caribou County Sun Copies of protest forwarded by _____

Pub. dates 4-16 & 23-92 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO**

IN THE MATTER OF APPLICATION)
FOR TRANSFER NO. 5782 IN) **PRELIMINARY ORDER**
THE NAME OF C.V. CATTLE INC.)

This matter having come before the Idaho Department of Water Resources (department), the department makes the following Findings of Fact, Conclusions of Law and Order:

FINDINGS OF FACT

1. In 1984 Transfer #2327 was voided by the Department because the applicants, Rondo & Delos Perkins failed to provide evidence of ownership as requested by IDWR.
2. In July of 1991 the Department was advised that Rondo Perkins was diverting the water addressed in voided transfer application # 2327 through the Toponce Feeder Canal. At this time Mr. Perkins was advised by the Department that he was not authorized to continue this diversion without an approved transfer of the subject water rights.
3. Mr. Perkins filed application for transfer #5782 on July 15, 1991. The application was revised in March of 1992. The application was advertised in April of 1992. While no protests were received at least one right was found to belong to the Shoshone-Bannock Tribe.
4. The applicant had written permission from the Bureau of Indian Affairs to use these rights through Dec. 1993.
5. Later correspondence with the attorney for the Tribes revealed that the Tribes were not willing to allow right # 29-00238 to be transferred by CV Cattle Inc. (Mr. Perkins).
6. The applicant has not provided proof of ownership of rights #29-00236, 29-00239 & 29-00240.
7. On May 8, 2000 the applicant was again asked to provide proof or evidence that allowed him to transfer the subject rights. As of July 7, 2000 the Department has received no response..

CONCLUSIONS OF LAW

1. Section 42-204, Idaho Code, provides in pertinent part as follows:
 - If the application is returned to the applicant or the department shall request additional information and the applicant fails to return the corrected application or to supply the needed information with thirty (30) days, the department may void the record of said application and notify the applicant of such action.
2. The applicant has not responded to the department and has not provided the information requested.
3. The department should void the record of the application pursuant to Section 42-204, Idaho Code.

ORDER

IT IS THEREFORE, HEREBY ORDERED that Application No. 5782 amended in the name of CV Cattle Inc. is **VOIDED** pursuant to the provisions of Section 42-204, Idaho Code.

Dated this 10 day of July, 2000.



Regional Supervisor

July 10, 2000

Dear Interested Party:

The accompanying order is a **"preliminary order"** issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the department unless a party petitions for reconsideration within fourteen (14) days after issuance as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the Director within fourteen (14) days of the service date of this order. The Director will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See section 67-5243 (3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within twenty-one (21) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any party of a preliminary order and may file briefs in support of the party's position on any issue on the proceeding to the Directory. Otherwise, this preliminary order will become a final order of the agency.

If any party appeals or takes exceptions to a preliminary order, opposing parties shall have twenty-one (21) days to respond to any party's appeal. Written briefs in support of or taking exceptions to the preliminary order shall be filed with the Director. The Director retains the right to review the preliminary order on his own motion.

ORAL AGRUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matter filed with the Director in connection with the preliminary order shall be served on all other parties to the proceeding in accordance with Rules of Procedure 302 and 303.

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to section 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,



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

FAX TRANSMITTAL COVER SHEETDIRK KEMPTHORNE
GOVERNORKARL J. DREHER
DIRECTORDATE: 9.7.01

TO:

Cindy Bird
1-208-547-3939

FROM:

Kari LynnDOCUMENT
DESCRIPTION:Transfer 2327 -Cindy - What a nightmare it was
trying to get this new Copier. To
reduce the legal paper to letter
size. Good grief!!!

COMMENTS:

I finally got this much after
unjamming the Copier about 30
times. Debbie is calling the service
repair people! Hope this will do it!COVER SHEET + 7 PAGESPLEASE CONTACT
ENTIRE DOCUMENTKari Lynn
327-7941

IF YOU DON'T RECEIVE THIS

BEFORE THE DIRECTOR OF THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR TRANSFER
OF WATER RIGHTS NO. 29-0236/0238/0239/0240
IN THE NAME OF RONDO AND DELOS PERKINS

ORDER

WHEREAS, on July 17, 1979, Rondo and Delos Perkins filed with the Department of Water Resources an application to transfer water evidenced by right 29-0236/0238/0239/0240 originally decreed to Kemanatee and Mevish Hart in the case of the United States of America vs. Hibner and Sessions, dated April 8, 1929; and,

WHEREAS, notice of the application for transfer was published on August 9 and 16, 1979 in the Caribou County Sun, Soda Springs, Idaho and subsequently was protested by John C. White, Russell A. Hebdon, Ross D. Redford, and Alan Smith; and,

WHEREAS, pursuant to provisions of Section 42-222, Idaho Code, on June 8, 1983 and July 29, 1983 the Department of Water Resources requested that the applicants provide a copy of the deed or other evidence of ownership of the water rights; and,

WHEREAS, the applicants failed to furnish any documentation confirming their ownership of the water rights; and,

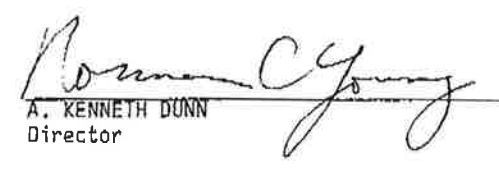
WHEREAS, on January 23, 1984, the Department sent an Order to the applicants by certified mail advising them to show cause on or before February 6, 1984 why their application for transfer of water rights No. 29-0236/0238/0239/0240 should not be voided from the Department's records for failure to provide evidence of ownership of the water rights; and,

WHEREAS, the applicants failed to respond to the Show Cause Order and did not show cause;

IT IS, THEREFORE, HEREBY ORDERED that Application for Transfer of Water Right No. 29-0236/0238/0239/0240 be and is VOIDED.

Dated this 29th day of MARCH, 1984.

MICROFILMED

for 
A. KENNETH DUNN
Director

Form No. 42-222

Transfer No. 2327
29-0236/0238/Water Right No. 0239/0240

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

Voiced

Name of applicant Rondo and Delos Perkins Phone 648-7764
Post office address Bancroft, Idaho 83217

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

a. Decree to Hart, Kemataree and Mevish

(Name)

in case of Unites States of America vs Hibner and Sessionsdated 4/08/1929 in U. S. District Court county of _____

(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 Through purchase of property and through lease of property.

3. Source of water Toponce Creek tributary to Portneuf River4. Date of priority 7/16/1868

5. Water is used for the following purposes:

29-0236 amount 0.31 cfs for Irrigation purposes from _____ to _____29-0238 amount 0.733 for Irrigation purposes from _____ to _____29-0239 amount 1.679 for Irrigation purposes from _____ to _____29-0240 0.862 Irrigation (month/day - both dates inclusive)6. Total amount of water under right: a. 4.58 cubic feet per secondb. _____ &/or
acre feet per annum

7. Location of original point of diversion is _____ % of _____ % of Section _____

Township _____ Range _____ B.M., in _____ County

Additional points of diversion, if any Within or without lands irrigated.

8. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
29-0236																			
6S	38E	36											X						
		35															X		15.53
29-0238																			
6S	38E	36			X					X									86.67
29-0239																			
6S	38E	36								X					X				83.97
29-0240																			
6S	38E	36										X					X		43.72

Total number of acres to be irrigated 229.89Describe any other water rights used for the same purposes as described above None

MICROFILMED

B. DESCRIPTION OF PORTION OF RIGHT OWNED BY APPLICANT (If the entire right is owned by the applicant, omit part B).

1. Amount of water: a. _____ cubic feet per second
&/or
b. _____ acre feet per annum
2. Point of diversion _____ $\frac{1}{4}$ _____ $\frac{1}{4}$, Section _____ Township _____
Range _____, B.M., _____ County
Additional points _____

3. 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 $\frac{1}{4}$	

C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Change in point of diversion

- a. Amount of water to be diverted 4.58 c.f.s. &/or _____ acre feet
- b. Point(s) of diversion SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 34 Township 6S
Range 38E, B.M., Caribou County
Additional points _____

- c. Description of diverting works Headgate of Toponce Canal

- d. Describe the reasons for applying for a change in the point(s) of diversion _____

2. Change in place of use

- a. Describe the lands or place of use to which the right will be transferred:

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 $\frac{1}{4}$	
7S	38E	10													X			X	50
		11			X						X	X	X	X		X			130
		14							X										25
		15	X																25

Total number of acres to be irrigated 230

MICROFILMED

4. Remarks _____

I hereby assert that no one will be injured by such change and 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.

[Signature]
 (Signature of applicant)

Subscribed and sworn to before me this _____ day of _____, 19 _____

[Signature]
 (Notary public)

My commission expires _____

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 29-0236/0238/0239/0240 and said application is hereby VOIDED, subject to the following limitations and conditions:

Witness my hand this 29th day of March, 19 84.

[Signature]
 for R. KENNETH DUNN, Director

FOR DEPARTMENT USE ONLY

Received by dh Date 7-17-79

Protest filed by John C. White, Russell A.

Prelim. check by _____ Fee 35.00

Hebdon, Ross D. Redford, Alan Smith

Receipted by dh Date 7-17-79 #13603

Published in Caribou County Sun

Copies of protest forwarded by dh 8-29-79

PUB. dates August 9 & 16, 1979

Hearing held by _____ Date _____

Watermaster recommendation requested on 8-7-79

Recommended for _____ approval _____ denial

rec'd. 8-13-79

by _____

No. of Allotment	Name of Claimant	Date of Priority	Amount in Second	Point of Diversion and Place of Use
------------------	------------------	------------------	------------------	-------------------------------------

9 0234 66	Teachend	July	1.764	Said water to be diverted from Topence Creek at a point within or without the confines of the lands herein designated for the irrigation of 88.21 acres in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 6 South Range 38 E.B.M.
--------------	----------	------	-------	--

9 0235 67	Jack Hoyt	July 6, 1868	1.58	Said water to be diverted from Topence Creek at a point within or without the confines of the lands herein designated for the irrigation of 79.24 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 6 South, Range 38 E.B.M.
--------------	-----------	--------------	------	--

T. 2327 9 0236 69	Mary Hoyt	July 6, 1868	.81	Said water to be diverted from Topence Creek at a point within or without the confines of the lands herein designated for the irrigation of 15.83 acres in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 6 South, Range 38 E.B.M.
-------------------------	-----------	--------------	-----	--

15.5 inches

23 001 29-0237 70	Kate Hoyt	July 6, 1868	1.076	Said water to be diverted from Topence Creek at a point within or without the confines of the lands herein designated for the irrigation of 83.80 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 7 South, Range 38 E.B.M.
-------------------------	-----------	--------------	-------	--

voided

T. 2327 29-0238 71	Kemenatse	July 6, 1868	1.733	Said water to be diverted from Topence Creek at a point within or without the confines of the lands herein designated for the irrigation of 86.67 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 6 South Range 38 E.B.M.
--------------------------	-----------	--------------	-------	--

voided

~88 inches

Indian land

T. 2327 29-0239 72	Noviah	July 6, 1868	1.679	Said water to be diverted from Topence Creek at a point within or without the confines of the lands herein designated for the irrigation of 83.97 acres in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 6 South Range 38 E.B.M.
--------------------------	--------	--------------	-------	--

voided

7.14
6.85

~84 inches

Indian lands

RECORDED
MAY 15 1900

No of Allotment	Name of Claimant	Date of Priority	Amount in Second	Point of Diversion and Place of Use
9 0240 73 T. 2327	Charlie Pizoka	July 6, 1868	.842	Said water to be diverted from Toponce Creek at a point without the confines of the lands herein designated for the irrigation of 43.72 acres in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 6 South, Range 38 E.B.M. 42
9 0241 74	Chege	July 6, 1868	.913	Said water to be diverted from Toponce Creek at a point without the confines of the lands herein designated for the irrigation of 48.67 acres in Lots 3 and 4, Section 1, Township 7 South, Range 38 E.B.M.
9 0242 75	Mechewar	July 6, 1868	.71	Said water to be diverted from Toponce Creek at a point without the confines of the lands herein designated for the irrigation of 35.5 acres in Lots 1 and 2, Section 1, Township 7 South, Range 38 E.B.M.
29 002				
9 0243 76	Albert Kiwonea	July 6, 1868	1.398	Said water to be diverted from Toponce Creek at a point without the confines of the lands herein designated for the irrigation of 69.12 acres in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 1, Township 7 South, Range 38 E.B.M.
29 003				
9 0244 77	Hattie Kiwonea	July 6, 1868	1.439	Said water to be diverted from Toponce Creek at a point without the confines of the lands herein designated for the irrigation of 71.96 acres in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1, Township 7 South, Range 38 E.B.M.
9 0245 78	Thomas Kennedy	July 6, 1868	1.33	Said water to be diverted from Toponce Creek at a point without the confines of the lands herein designated for the irrigation of 66.68 acres in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 7 South, Range 38 E.B.M.
9 0246 79	Pooseah	July 6, 1868	1.6	Said water to be diverted from Toponce Creek at a point without the confines of the lands herein designated for the irrigation of 80.24 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 7 South, Range 38 E.B.M.

From #1052

MAY 15 1905

BEFORE THE DIRECTOR OF THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF APPLICATION FOR TRANSFER
OF WATER RIGHTS NO. 29-0236/0238/0239/0240
IN THE NAME OF RONDO AND DELOS PERKINS

ORDER

WHEREAS, on July 17, 1979, Rondo and Delos Perkins filed with the Department of Water Resources an application to transfer water evidenced by right 29-0236/0238/0239/0240 originally decreed to Kemanatee and Merish Hart in the case of the United States of America vs. Hibner and Sessions, dated April 8, 1929; and,

WHEREAS, notice of the application for transfer was published on August 9 and 16, 1979 in the Caribou County Sun, Soda Springs, Idaho and subsequently was protested by John C. White, Russell A. Hebdon, Ross D. Redford, and Alan Smith; and,

WHEREAS, pursuant to provisions of Section 42-222, Idaho Code, on June 8, 1983 and July 29, 1983 the Department of Water Resources requested that the applicants provide a copy of the deed or other evidence of ownership of the water rights; and,

WHEREAS, the applicants failed to furnish any documentation confirming their ownership of the water rights; and,

WHEREAS, on January 23, 1984, the Department sent an Order to the applicants by certified mail advising them to show cause on or before February 6, 1984 why their application for transfer of water rights No. 29-0236/0238/0239/0240 should not be voided from the Department's records for failure to provide evidence of ownership of the water rights; and,

WHEREAS, the applicants failed to respond to the Show Cause Order and did not show cause;

IT IS, THEREFORE, HEREBY ORDERED that Application for Transfer of Water Right No. 29-0236/0238/0239/0240 be and is VOIDED.

Dated this 29th day of MARCH, 1984.

for Louanna C. Young
A. KENNETH DUNN
Director

MEMORANDUM

RECEIVED

JUL 17 1991

Department of Water Resources
Eastern District Office

TO: H.W. Jones

FROM: TIM LUKE

RE: Rondo Perkins Transfer/Toponce Creek

DATE: 7-15-91

Skip;

This is the transfer I took from Perkins when I was down in Lava last week. I warned Perkins that we would be contacting him for landownership documentation and consent of owners of the Indian land etc. (Perkins now owns some of the land to which the rights were originally appurtenant, the remaining land is still Indian land).

For your information, the new place of use description was done based on maps Rondo gave me. He claims the new place of use should be for 232.2 acres. I merely rounded to 230 acres to match the total acreage described under the original rights.

Please feel free to contact me if you have questions.

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 29-231

WATER RIGHT NUMBER: 29-231

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	TAHQUATS
	, ZZ

Priority Date: 07/06/1868

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
TOPONCE CREEK	PORTNEUF RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/15 to 9/15	1.590 CFS	
	<u>Total Diversion:</u>	1.590 CFS	

Location of Point(s) of Diversion

TOPONCE CREEK

Place of Use

IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
06S 38E 35								X									

Conditions of Approval:Remarks:

- General AC. IRR. 79.53.
INDIAN WATER RIGHTS.
P/D & P/U INCOMPLETE.

Comments:Dates and Other Information:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 29-231

Dates and Other Information:

Licensed Date:
Decreed Date: 4/8/1929
Water Supply Bank Enrollment Accepted:
Water Supply Bank Enrollment Removed:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number: 29
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number:
Judicial District:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
FORT HALL AGENCY
FORT HALL, IDAHO 83203



March 27, 1992

RECEIVED

MAR 27 1992

Mr. Rondo Perkins
Route 1, Box 1360
Bancroft, ID 83217

Department of Water Resources
Eastern District Office

Dear Mr. Perkins:

Reference is made to your Lease #88-72 covering allotments 71 and 72 in section 36 T.6S., R. 38 E.BM containing 160.00 acres more or less.

At your request, permission is granted to move the irrigation point of use for allotments 71 and 72 to other surrounding lands out of Toponce Creek for the 1992 and 1993 lease term. You will be required to compensate the landowners in the amount of \$200.00 each year for this change in the irrigation point of use. If, this point of use agreement needs extending past the December 31, 1993, it will be addressed during the new lease negotiations during 1993. The decreed water right for allotments 71 and 72 will not be altered.

If we can be of further assistance to you, please contact Mr. Norman V. Bird, Supv., Soil Conservationist at 1-800-562-8631, Extension 38.

Sincerely,

Norman V. Bird
Superintendent

IN THE MATTER OF APPLICATION)
FOR TRANSFER NO. 5782 IN) **PRELIMINARY ORDER**
THE NAME OF C.V CATTLE INC.)

FINDINGS OF FACT

- ORDER - Pg 1

CONCLUSIONS OF LAW

1. Section 42-204, Idaho Code, provides in pertinent part as follows:
 - If the application is returned to the applicant or the department shall request additional information and the applicant fails to return the corrected application or to supply the needed information with thirty (30) days, the department may void the record of said application and notify the applicant of such action.
2. The applicant has not responded to the department and has not provided the information requested.
3. The department should void the record of the application pursuant to Section 42-204, Idaho Code.

ORDER

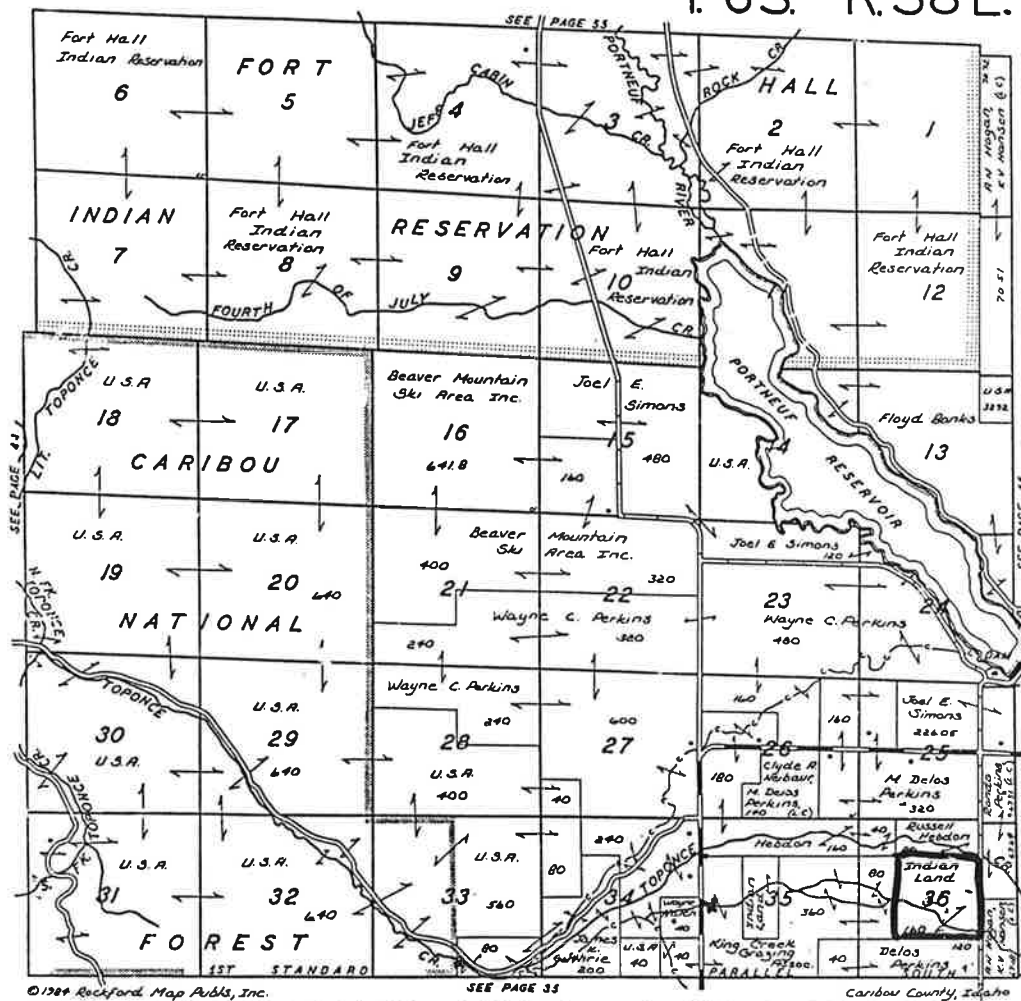
IT IS THEREFORE, HEREBY ORDERED that Application No. 5782 amended in the name of CV Cattle Inc. is **VOIDED** pursuant to the provisions of Section 42-204, Idaho Code.

Dated this 10 day of July, 2000.



Regional Supervisor

45



©1984 Rockford Map Publs, Inc.

SEE PAGE 33

Caribou County, Idaho

The SHOSHONE-BANNOCK TRIBES

FORT HALL INDIAN RESERVATION

PHONE (208) 238-3700

(208) 785-2080

FAX # (208) 237-0797

238-3815



FORT HALL BUSINESS COUNCIL

P. O. BOX 306

FORT HALL, IDAHO 83203

April 29, 1992

Mr. Harold Jones
Water Rights Supervisor
Idaho Department of Water
Resources
150 Shoup Ave. Suite 15
Idaho Falls, Idaho 83401

RECEIVED

APR 30 1992

Department of Water Resources
Eastern District Office

RE: Amended Application for Change of Point of Diversion
and Change of Place of Use for C.V. Cattle Inc. and
Rondo Perkins

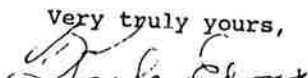
Dear Mr. Jones:

The Shoshone-Bannock Tribes do have some problems with the above referenced diversion. As you know, such diversion is occurring on an Indian allotment which is in trust status with the federal government. We are concerned with whether such a transfer should even be allowed but will address those concerns directly to the Bureau of Indian Affairs.

We would, however, take exception to the language used by the Bureau of Indian Affairs in defining the length of time of the diversion. The Shoshone-Bannock Tribes do have an interest in making sure that Indian water rights remain with Indian lands under the Fort Hall Water Agreement. Based on the tribal interest, if the diversion is allowed to go through, the Tribes want language included that states specifically the point of diversion and place of use automatically reverts back to the original property on December 31, 1993.

Please keep us informed as this matter progresses. Thank you for your attention to this issue.

Very truly yours,


Kesley Edmo

cc: FHBC, Mr. Duane Thompson, Mr. Rondo Perkins

MAY 7 2001



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
GOVERNORKARL J. DREHER
DIRECTOR

May 8, 2000

✓
C.U. Cattle Inc.
3124 Nipper Lane
Bancroft, ID. 83217

Dear Sir:

In 1992 you filed an application to transfer several water rights on Topence Creek to ground under your control. One of those rights listed was 29-00238. This particular right was granted to the Shoshone-Bannock Tribe. I have discussed this with Tribal Attorney, Candy Jackson.

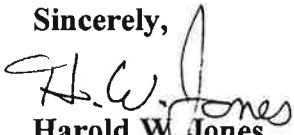
Ms. Jackson informs me there is no Tribal consent that has been given to transfer this right beyond the 1992-1993 irrigation season to your own lands. The original letter from the BIA Superintendent only allowed movement for that specific 1992-1993 irrigation season. Also, adjudication claim A29-10320 represents that you own right 29-00238. Given the above information that claim will have to be amended.

I will need you to provide evidence of ownership of the other rights and/or original place of use. Specifically, I will need a copy of a tax notice showing you as the owner of the SESE Sec. 35 and SWSW Sec. 36; T6S, R38E.

Also, you will need to make an appointment to come into this office and meet with the Adjudication Supervisor, Ernie Carlson, and myself to modify your claim #A29-10320.

I will need you to respond with the requested information within 30 days.

Sincerely,


Harold W. Jones
Water Right Supervisor

HWJ::dn

Log for claim A29-10320

Spatial Dynamics BTD

6/19/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
06s38e	25	NWNW	40	40	
06s38e	25	SWNW	40	39	
06s38e	25	NESW	40	38	
06s38e	25	NWSW	40	40	
06s38e	25	SWSW	35	35	
06s38e	25	SESW	40	40	
06s38e	25	NESE	10	6.5	
06s38e	25	NESE	30	32	
06s38e	25	NWSE	40	39	
06s38e	25	SWSE	40	40	
06s38e	25	SESE	10	6.5	
06s38e	25	SESE	30	31	
06s38e	26	NENE	40	41	
06s38e	26	SENE	40	38	
06s38e	26	NESE	40	41	
06s38e	26	SESE	28	25	
06s38e	35	SESE	40	40	
06s38e	36	NENE	30	31	
06s38e	36	SWNE	40	41	
06s38e	36	SENE	30	31	
06s38e	36	SENW	40	40	
06s38e	36	NESW	40	41	
06s38e	36	SWSW	40	40	
06s38e	36	SESW	40	39	
06s38e	36	NWSE	40	41	
06s38e	36	SWSE	40	39	
Totals:			923	915	

AJ5809NP
No. A29-10320

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 03/21/00
PAGE: 159

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	C V CATTLE INC RT 1 BOX 1360 BANCROFT ID 83217	07/06/1868	IRRIGATION	04-15 09-15	4.584 CFS	
TOTAL DIVERSION:					4.584 CFS	
CONSUMPTIVE USE:						1120.00 AFA

Water Source: TOPONCE CREEK

Tributary to: PORTNEUF RIVER

Stage: DECREED

Point(s) of Diversion:

T06S R38E S33

SESESE

CARIBOU County

Place of use Legal Description for: IRRIGATION

			NE				NW				SW				SE				
T	R	S	NENE Lt Ac	NWNE Lt Ac	SWNE Lt Ac	SENE Lt Ac	NENW Lt Ac	NWNW Lt Ac	SWNW Lt Ac	SENW Lt Ac	NESW Lt Ac	NWSW Lt Ac	SWSW Lt Ac	SESW Lt Ac	NESE Lt Ac	NWSE Lt Ac	SWSE Lt Ac	SESE Lt Ac	SUM
06S	38E	25						40	40		40	40	35	40	03-30	40	40	04-30	395.0
06S	38E	25													19-10			20-10	
06S	38E	26	40			40									40			28	148.0
06S	38E	35																40	40.0
06S	38E	36	01-30		40	02-30				40	40		40	40		40	40		340.0
TOTAL ACRES																			923.0

POU County: CARIBOU

Other Rights: NONE

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

A29-00090A A29-00091A A29-00092A A29-00093A A29-00094A A29-00121 A29-00122 A29-00123 A29-00124 A29-00125
A29-10248 A29-10318 A29-10319

Other Water Rights Listing Overlapping Place(s) of Use:

A29-00121 A29-00122 A29-00123 A29-00123A A29-00123B A29-00124 A29-00125 A29-00125A A29-00125B A29-00236
A29-00238 A29-00239 A29-00240 A29-04346 A29-10222 A29-10314 A29-10315 A29-10318 A29-10319 X29-10222

Remarks: GEN THIS CLAIM IS A RESULT OF COMBINING RIGHTS 29-00236, 29-00238,
29-00239 AND 29-00240.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Audit: 07/06/90 SHAFF 12/05/90 SMITH 08/03/94 THOMPSON 03/29/95 POST-STD



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

E

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

RECEIVED

JUL 16 1990

Department of Water Resources
Eastern District Office

July 12, 1990

Bill P. and Dolores H. Hatch
2437 W. Townley Avenue
Phoenix, AZ 85021

RE: Snake River Basin Adjudication (SRBA)
Caribou County - #A29-00489A

Dear Mr. & Mrs. Hatch:

This letter is to notify you of a slight altering of an identification number for one of your water rights. This change was made necessary by a competing claim filed on behalf of C V Cattle, Inc., by its president, Rondo Perkins. A copy of C V Cattle's claim is enclosed.

For purposes of processing your claim, the water right claim will be identified by the number A29-00489A. Please refer to this number in any future communications with this agency.

The Department staff will investigate the conflict in claims for the single water right in the course of the adjudication. You may submit a written statement and other evidence supporting your claim and/or disputing the claim of C V Cattle, Inc.

If you have any questions or concerns, please contact this office or our Eastern Region office at 150 Shoup Avenue, Suite 15, Idaho Falls, ID 83401, telephone 208/525-7161.

Sincerely,

Donald V. Shaff
Manager, Adjudication Section

DVS:sf:state:east
cc: C V Cattle, Inc.

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 29-10320
Date Received: 2/14/1990
Receipt No: C014654
Received By: EMC

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

1. Name of Claimant(s)

C V CATTLE INC Phone: (208) 648-7863
3124 NIPPER ROAD
BANCROFT ID USA 83217

2. Date of Priority: 07/06/1868

3. Source: TOPONCE CREEK Trib. to: PORTNEUF RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
06S	38E	33	SE SE SE	CARIBOU	

5. Description of diverting works:

Feeder Canal.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	10/31	2.99	

7. Total Quantity Appropriated is:
2.99 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
06S	38E	25	NW NW	IRRIGATION	40
			SW NW	IRRIGATION	39
			NE SW	IRRIGATION	36
			NW SW	IRRIGATION	37

			SW	SW		IRRIGATION	33
			SE	SW		IRRIGATION	40
			NE	SE	19	IRRIGATION	6.5
			NW	SE		IRRIGATION	39
			SW	SE		IRRIGATION	35
			SE	SE	20	IRRIGATION	4
						Section Acres	309.5
06S	38E	26	NE	NE		IRRIGATION	40
			SE	NE		IRRIGATION	39
			NE	SE		IRRIGATION	37
			SE	SE		IRRIGATION	12
						Section Acres	128
						Total Acres	437.5

11. Place of use in counties: CARIBOU

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

13. Other Water Rights Used:

14. Remarks:

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 437.5 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 29-121, 29-122, 29-123, 29-125, 29-13499 AND 29-10320

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 150 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

THIS CLAIM IS A RESULT OF COMBINING RIGHTS 29-00236 AND 29-00240, 29-239 and 0.14 cfs of 29-234.

15. Basis of Claim: Decreed

16. Signature(s)

Number of attachments: _____

I do solemnly swear or affirm that I am President of
C V Cattle Inc, that I have signed the foregoing
Organization document in the space below as President of
C V Cattle Inc and that the statements contained in the
Organization foregoing document are true and correct.

Date _____

State of Idaho)
County of _____) SS.

My commission Expires _____

MAY 7 2001

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: A29-10320

Date Received: 2/13/1990

Receipt No: C014654

Received By: [Signature]

RECEIVED

JUL 16 1990

Department of Water Resources
Eastern District Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: C V CATTLE INC.
Address: RT 1, BOX 1360
BANCROFT, ID

83217

2. Date of Priority: JUL 06, 1868

3. Source: TOPONCE CREEK

Trib. to: PORTNEUF RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06S	38E	33	SE	SE	SE		CARIBOU

5. Description of diverting works:

AT POINT DESCRIBED OR POINTS WITHIN AND WITHOUT LANDS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	09/15	4.584		

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

A.F.A.

8. Total consumptive use is 1120.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	38E	25	NW	NW		IRR	40.0
			SW	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0

A29-10320

Page 1

Date: 02/13/90

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	38E	25	SW	SW		IRR	35.0
			SE	SW		IRR	40.0
			NE	SE	3	IRR	30.0
			NE	SE	19	IRR	10.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE	4	IRR	30.0
			SE	SE	20	IRR	10.0

Section Acres 395.0

26	NE	NE	IRR	40.0
	SE	NE	IRR	40.0
	NE	SE	IRR	40.0
	SE	SE	IRR	28.0

Section Acres 148.0

35	SE	SE	IRR	40.0
----	----	----	-----	------

Section Acres 40.0

36	NE	NE	1	IRR	30.0	Indian land.
	SW	NE		IRR	40.0	
	SE	NE	2	IRR	30.0	Indian land.
	SE	NW		IRR	40.0	
	NE	SW		IRR	40.0	Indian lands.
	X SW	SW		IRR	40.0	
	X SE	SW		IRR	40.0	Indian lands.
	NW	SE		IRR	40.0	
	X SW	SE		IRR	40.0	
	SE	SE				

Section Acres 340.0

Total Acres 923.0

11. Place of use in counties: CARIBOU

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS CLAIM IS A RESULT OF COMBINING RIGHTS 29-00236, 29-00238,

*Lots
Sec. 17, 18, 19, 20
Sec. 34 27.86 AC*

*Indian
water*

14. Remarks: Continued
29-00239 AND 29-00240.

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

Decree Plaintiff

vs

Decree Defendant

16. Signature(s)

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

Number of attachments: _____

For Organizations:

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

C.V. CATTLE CO., INC., that I have signed the foregoing
Organization
document in the space below as PRESIDENT of
Title

C.V. CATTLE CO., INC. and that the statements contained in the
Organization

foregoing document are true and correct.

[Signature]
Signature of Authorized Agent

PRESIDENT C.V. CATTLE CO., INC.
Title and Organization

2/13/90

Date

State of Idaho

County of Ada

) SS.
)

Subscribed and sworn (or affirmed) before me this

of February 19 90

Seal

13 day
[Signature]
Notary Public

Residing at Boise, ID
My Commission Expires June 10, 1994