

07/06/2006

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

RIGHT NUMBER: 75-131

NAME AND ADDRESS: FOURTH OF JULY TRUST  
C/O WINIFRED WUESTHOFF  
PO BOX 42  
CARMEN ID 83462

SOURCE: FOURTH OF JULY CREEK

TRIBUTARY: SALMON RIVER

QUANTITY: 0.040 CFS

PRIORITY DATE: 04/01/1910

POINT OF DIVERSION:

T24N R22E S20 SWSE Within LEMHI County

PURPOSE AND  
PERIOD OF USE:

PURPOSE OF USE  
IRRIGATION

PERIOD OF USE  
04/01 08/01  
08/02 11/01

QUANTITY  
0.040 CFS 0.030  
CFS

PLACE OF USE: IRRIGATION Within LEMHI County

T24N R22E S29 SENW 1.00

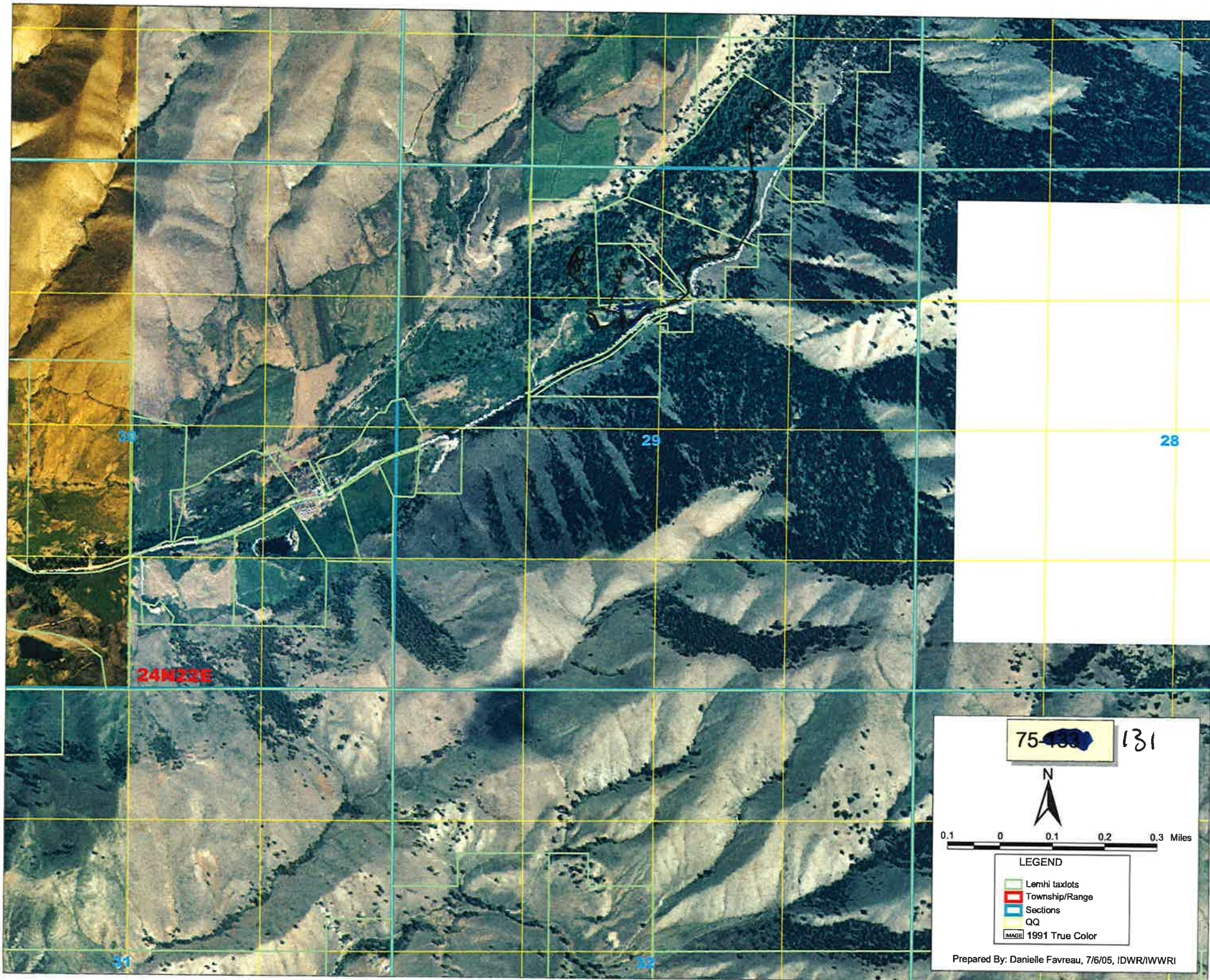
1 ACRES TOTAL

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

*wants to know if 13964 is  
out of same ditch, because  
it shouldn't be.  
Why less water w/  
same acreage.*



SCANNED

OCT 05 1991 SUMMARY

JANSS WATER RIGHTS

Paul Wuesthoff

8/22/91

|               | Amount<br>(In. & cfs) | Time           | Ditch | Priority |
|---------------|-----------------------|----------------|-------|----------|
| (a) 7500131   |                       |                |       |          |
| <u>Decree</u> | 4" (.08)              | Beg - August 1 | 13    | 4/1/10   |
|               | 4" (.06)              | Aug 1 - End    |       |          |

Should  
be 3"

Source - 4th of July Creek  
Purpose - Irrigation of orchard

(The Decree refers to "Beginning" and "End" of irrigation season - April 1 and November 1 according to the SRA. I have abbreviated "Beginning" to "Beg.")

|                    |          |            |    |        |
|--------------------|----------|------------|----|--------|
| <u>Snake Claim</u> | 4" (.08) | 4/1 - 8/1  | 13 | 4/1/10 |
|                    | 3" (.06) | 8/1 - 11/1 |    |        |

Source - 4th of July Creek  
Purpose - Irrigate one acre

|               |           |             |    |        |
|---------------|-----------|-------------|----|--------|
| (b) 7500132   |           |             |    |        |
| <u>Decree</u> | 15" (0.3) | 1/1 - 12/31 | -- | 4/1/11 |

Source - Springs  
Purpose - Irrigation & stockwater

|                    |           |                                              |  |        |
|--------------------|-----------|----------------------------------------------|--|--------|
| <u>Snake Claim</u> | 15" (0.3) | 4/1 - 11/1 (irr)<br>1/1 - 12/31 (stockwater) |  | 4/1/11 |
|--------------------|-----------|----------------------------------------------|--|--------|

Source - Springs  
Purpose - Irrigate & stockwater  
10 acres

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(c) 7500133

Decree 5 acre ft 1/1 - 12/31 Stored in 4/1/63  
fish pond  
1 acre in size

Source - Storage (See Claim - 4th of July)

Purpose - Irrigation - 5 acres  
Stockwater  
Fishery

Snake  
Claim

5 acre ft 4/1/63

Irrigation storage 1/1 - 12/31 5 acre ft. (Irrig.  
of 5 acres)

Stockwater storage 1/1 - 12/31 5 acre ft.

Fish propagation 1/1 - 12/31 5 acre ft.

Source - 4th of July Creek

Purpose - See above

(d) 7500134

Decree 20" (0.4) Beg - August 1 12 5/12/10  
15" (0.3) Aug 1 - End

Source - 4th of July Creek

Purpose - Irrigation of 10 acres

Snake  
Claim

20" (0.4) 4/1 - 8/1 12 5/12/10  
15" (0.3) 8/1 - 11/1

Source - 4th of July Creek

Purpose - Irrigate 10 acres

(e) DOMESTIC WELL

Decree -- None --

Snake  
Claim

2" (.04) 1/1 - 12/31 -- 1958

Source - Groundwater

Purpose - Domestic

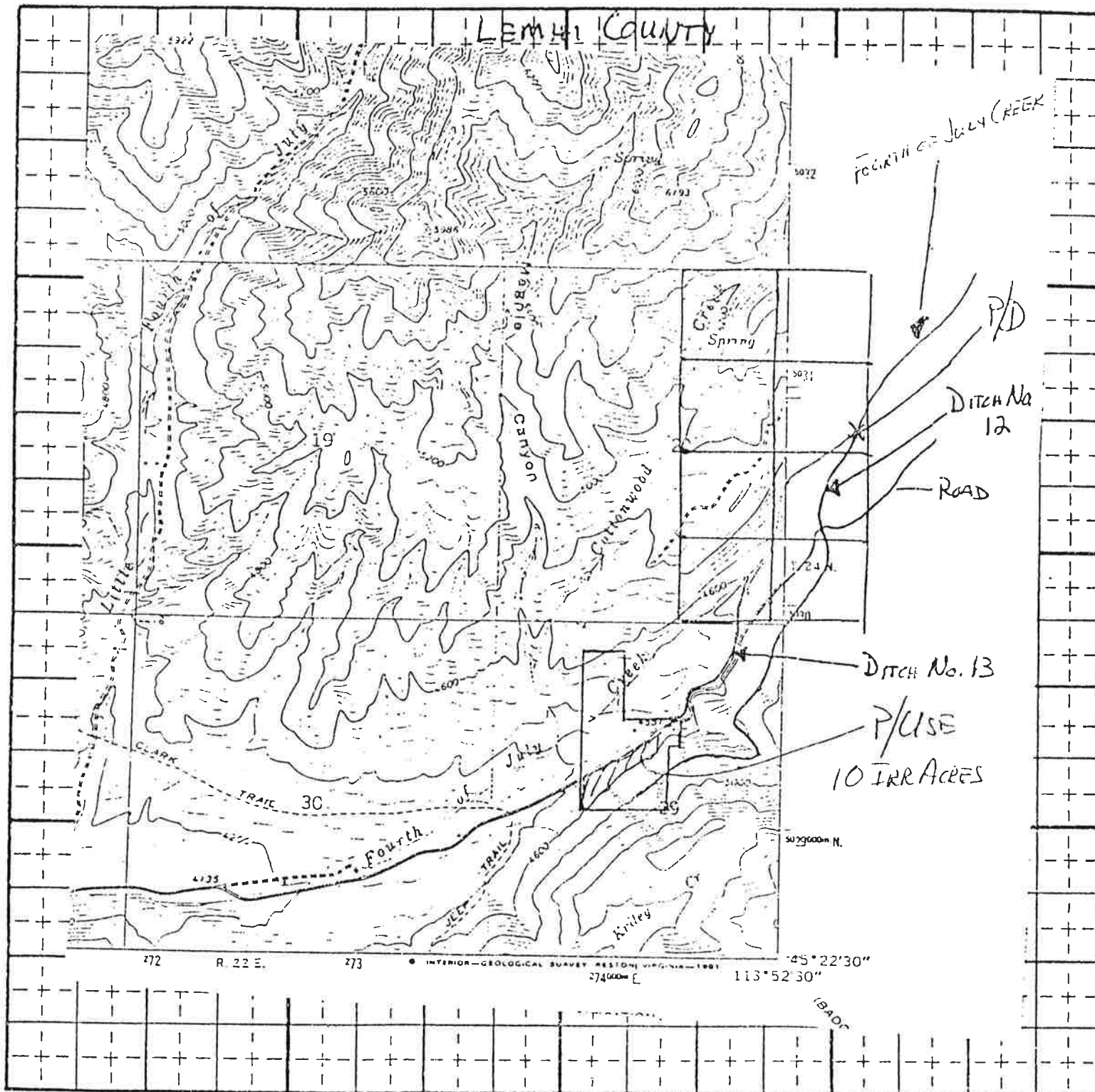
(20' deep well; 6" casing; 5hp pump)

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Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

T. 24 N., R. 22 E., B.M.



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Last Name

JANSS

Ident No.

Copies: White-State, Yellow-Claimant

## DISTANCES ARE IN CHAINS



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**NOV 18 1996**

AUGUST 26, 1994

FOURTH OF JULY TRUST  
C/O MS WINIFRED WUESTHOFF  
PO BOX 42  
CARMEN ID 83462

RE: CHANGE IN OWNERSHIP FOR A75-00131, -00132, -00133,  
-00134, -10163

Dear Ms Wuesthoff:

The request for Change in Ownership concerning your Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner.

Enclosed are typed Notices with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep these Notices for your records.

Respectfully submitted,

Jo Thompson  
Secretary, Adjudications

Enclosure: Notice(s) of Claim

cc: GLENN JANSS/copy letter

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# NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: \_\_\_\_\_

RECEIVED

AUG 12 1994

LEGAL DESCRIPTION OF PROPERTY: Township 24N Range 22E  
Section 20, 1/4 of SW 1/4 of SE 1/4, Govt. Lot \_\_\_\_\_, BM.  
Lot \_\_\_\_\_, Block \_\_\_\_\_, Subdivision/Townsite \_\_\_\_\_  
If you have additional legal descriptions, please attach separate sheet.

WATER RESOURCES  
RECEIVED

AUG 18 1994

[ ] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

[ ] Water Right Number(s) Assigned by IDWR: 75-00131 75-00133 475-10103  
75-00132 75-00134 (SEE ENCLOSED)

Department of Water Resources  
Eastern District Office

[ ] Name and Address of Former Owner/Claimant(s)(Seller): GLENN C JANS  
P.O. BOX 329

[ ] New Owner/Claimant (Purchaser): SUN VALLEY, IDAHO 83353  
FOURTH OF JULY TRUST

[ ] New Mailing Address: MS WINIFRED WLESTHOFF  
PO BOX 42

[ ] New Telephone Number: CARMEN, ID. 83462  
(208) 865-2282

[ ] Does the change in ownership result in a splitting of the water right owned/claimed? yes X no  
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

[ ] Attach proof of ownership, describe proof attached: \_\_\_\_\_

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

[ ] Signature of New Owner/Claimant(s): W. Wlesthoff Date 8-8-94  
Paul Wlesthoff (Trustee) Date 8-8-94

[ ] Signature of Former Owner/Claimant(s): \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

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

**FOR IDWR USE ONLY:**

Initial Review and Data-Entry

Date: \_\_\_\_\_ By: \_\_\_\_\_

Further Action Needed:

Further Action Taken

Date: \_\_\_\_\_ By: \_\_\_\_\_

Final Review and Data-Entry

Date: \_\_\_\_\_ By: \_\_\_\_\_

Claim Numbers of Split, if any:

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

# WARRANTY DEED

For Value Received

PAUL WUESTHOFF and/or WINNIE WUESTHOFF, husband and wife

the grantors, do hereby grant, bargain, sell and convey unto

WINNIE WUESTHOFF and/or PAUL WUESTHOFF, Trustee(s), or Successor Trustee(s)  
of the Fourth of July Trust, established on February 6, 1992

whose current address is

2222 SUPERIOR AVE.  
VENICE, CA 90291

the grantees, the following described premises, in.....LEMHI.....County Idaho, to wit:

SEE ATTACHED EXHIBIT "A"

State of Idaho )  
County of Lemhi )

ss No. 222368

This Instrument was filed for record at  
the request of Winnie Wuesthoff  
at 11:19 o'clock A m June 22 1994  
and duly filmed and indexed in the  
records of Lemhi County

Alberta Wiederick

Ex-Officio Recorder

by Debra Salba Deputy

Fees: 6.00

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s,  
their heirs and assigns forever. And the said Grantors do hereby covenant to and

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EXHIBIT "A"

A PARCEL OF LAND LOCATED IN N1/2, SECTION 29, T. 24 N., R. 22 E., B.M., LEMHI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29, A DISTANCE OF 1646.16 FEET ON A BEARING OF S. 0 DEGREES 05' 40" E. TO THE NORTHEAST CORNER OF THE SE1/4NE1/4SE1/4NW1/4 AND BEING THE REAL POINT OF BEGINNING.

THENCE S. 89 DEGREES 56' 13" E., 81.26 FEET;

THENCE N. 3 DEGREES 00' 00" W., 89.60 FEET;

THENCE S. 87 DEGREES 00' 00" W., 117.13 FEET;

THENCE N. 57 DEGREES 52' 47" E., 135.37 FEET;

THENCE N. 2 DEGREES 00' 41" W., 31.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF A COUNTY ROAD;

THENCE N. 23 DEGREES 08' 01" W., 50.67 FEET ACROSS SAID ROAD TO A POINT ON THE NORTH RIGHT OF WAY OF A COUNTY ROAD;

THENCE N. 5 DEGREES 32' 51" W., 32.27 FEET ALONG AN EXISTING FENCE LINE;

THENCE S. 81 DEGREES 38' 16" W. 140.64 FEET ALONG AN EXISTING FENCE LINE;

THENCE N. 88 DEGREES 41' 49" W., 107.52 FEET ALONG AN EXISTING FENCE LINE;

THENCE N. 2 DEGREES 37' 00" W., 37.09 FEET;

THENCE S. 87 DEGREES 00' 00" W., 417.40 FEET;

THENCE N. 2 DEGREES 38' 19" W., 621.20 FEET;

THENCE N. 2 DEGREES 01' 18" W., 434.72 FEET;

THENCE N. 89 DEGREES 59' 01" W., 656.78 FEET;

THENCE S. 0 DEGREES 12' 27" E., 1973.83 FEET;

THENCE S. 89 DEGREES 54' 53" E., 1309.68 FEET;

THENCE N. 0 DEGREES 05' 40" W., 658.47 FEET TO THE REAL POINT OF BEGINNING.

EXCEPTING THEREFROM: A STRIP OF LAND BEING 25.00 FEET ON EACH SIDE OF THE EXISTING CENTERLINE OF THE COUNTY ROAD. . .

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NOV 18 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

AUG 18 1994

CECIL D. ANDRUS  
GOVERNOR

R. KEITH HIGGINSON  
DIRECTOR

Department of Water Resources  
Eastern District Office

RECEIVED

AUG 11 1994

Department of Water Resources

RECEIVED

AUG 12 1994

WATER RESOURCES  
WESTERN REGION

*Paul Weusthoff*  
*Box 42*  
*Carmen ID 83462*

MAILING DATE: *July 29, 1994*

RESPONSE DATE: *Aug 18, 1994*

RE: NOTICE OF CLAIM NO[S]: *A 75-10163*

Dear Claimant(s):

We are currently preparing the Notice(s) of Claim referenced above for the Director's Report in the Snake River Basin Adjudication. Our research indicates there may have been a change in either the ownership or address for the above claim(s). IDWR records currently show the following name and address for the owner of the claim(s) listed above:

*Glenn C. Janss*  
*P.O. Box 329*  
*Sun Valley ID 83353*

If our current records, as listed above, are not correct please complete the enclosed Change in Ownership or Change of Address form, as appropriate, to correct our records.

Your response must be received in this office by the Response Date indicated above. If no response is received from you, all further legal notices concerning the claim(s) will be sent to the name and address shown above. If you have claims other than those referenced here, please contact the Department so we may assist you in updating the information for all your claims. Should you have any questions, or feel that you need assistance, please contact IDWR at 1-800-451-4129.

Sincerely,

Donald V. Shaff  
Manager Adjudication Section

state:region

Enclosures:

Change of Ownership Form  
Change of Address Form

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POOR ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 51

State of California  
County of Los Angeles }  
On May 31st, 1994 before me, Chris Cline "Notary Public"  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"  
personally appeared Paul Wuesthoff  
NAME(S) OF SIGNER(S)

☐ personally known to me - OR ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Chris Cline

SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED.  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

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NOV 18 1996

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

\*Presenting this data requested here is not required by law

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

LETTER OF CLOSING INSTRUCTIONS  
TO

AMERICAN LAND TITLE CO.

Escrow No. E-1021-bc

Date OCTOBER 7, 1991

We, the undersigned, hereby instruct American Land Title Co. hereinafter referred to as "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information:

The parties have entered into a contract for the purchase and sale of subject property entitled SALE AGREEMENT and dated AUGUST 9, 1991, hereinafter referred to as the contract. The "Closing Agent" is hereby instructed to close the transaction in accordance with the terms of the contract as well as these instructions. HOWEVER, in the event the terms of the contract and the terms of these instructions shall conflict, the terms of these instructions shall control.

PROPERTY: PARCEL LOCATED IN N½ OF SECTION 29, T24N, R22 E

BUYER: PAUL WUESTHOFF AND/OR ASSIGNS

SELLER: GLENN C. JANNIS, A MARRIED WOMAN DEALING WITH HER SOLE AND SEPARATE PROPERTY

TERMS:  
Sale Price \$ 237,500.00

Payable as follows:

|                                 |                      |                                    |
|---------------------------------|----------------------|------------------------------------|
| Earnest Money Deposit           | \$ <u>5,000.00</u>   | held by <u>AMERICAN LAND TITLE</u> |
| Cash (approximate)              | \$ <u>60,000.00</u>  |                                    |
| Assumption of                   | \$ _____             | approximate balance owing          |
|                                 |                      | to _____                           |
| Assumption of                   | \$ _____             | approximate balance owing          |
|                                 |                      | to _____                           |
| New Loan amount                 | \$ _____             | from _____                         |
| Deed of Trust (Mortgage) amount | \$ <u>172,500.00</u> | in favor of <u>GLENN C. JANNIS</u> |
|                                 | \$ _____             |                                    |
|                                 | \$ _____             |                                    |
|                                 | \$ _____             |                                    |

In the event more than one deed of trust or mortgage is to be recorded in connection with this transaction, said liens shall be recorded in the following order of priority:

1st lien shall be in favor of GLENN C. JANNIS in the amount of \$ 172,500.00

2nd lien shall be in favor of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

3rd lien shall be in favor of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

In the event this transaction involves a new loan or assumption of existing loan, these instructions must conform to the instructions of that lender.

PRO-RATION DATE: OCTOBER 7, 1991 CLOSING DATE: OCTOBER 7, 1991. The "Closing Agent" is instructed to pro-rate all items to be pro-rated as of the above date with the seller being responsible for all such items up to but not including the date of pro-ration and the Buyer being responsible for such items from and including the date of pro-ration.

The property taxes for 1991 shall be pro-rated on the basis of the 1990 tax assessed. If the amount assessed is not known, taxes shall be pro-rated based on the estimate of \$ 1,300.48. The parties hereto acknowledge that there may be a difference between the amount of taxes pro-rated and the actual tax assessment levied. The parties further acknowledge that under Idaho Code Sections 63-403 and 63-2203, and Title 63, Chapter 39 "New and Additional Assessments," "Adjustments of Taxes by the Board of Commissioners," and "Tax on Newly Constructed and Occupied Residential and Commercial Structures," additional taxes may be levied. The parties hereto agree to hold the closing agent harmless for any pro-ration difference or additional taxes and agree to promptly adjust any such difference between themselves. The "Closing Agent" shall not pro-rate any utility charges, unless specifically instructed to do so. THE FOLLOWING ITEMS SHALL BE PAID BY BUYER (B), SELLER (S), DIVIDED BETWEEN BUYER AND SELLER EVENLY UNLESS OTHERWISE STATED (D) OR PAID OUTSIDE CLOSING (POC)

|                      |                                         |                            |
|----------------------|-----------------------------------------|----------------------------|
| ____ Attorney's Fees | <u>S</u> Title Insurance, Owners Policy | ____ Assumption Fee        |
| <u>D</u> Closing Fee | ____ Title Insurance, Loan Policy       | <u>D</u> Escrow Set-up Fee |
| ____ Survey          | <u>X</u> IRS 1099-B                     | <u>AMERICAN LAND TITLE</u> |

S Real Estate Commission of N/A % to SUN VALLEY ASSOCIATES

\_\_\_\_ Real Estate Commission of \_\_\_\_\_ % to \_\_\_\_\_

TITLE INSURANCE: Insurer SECURITY UNION Order No. 6-4926-C

|                                                           |                           |
|-----------------------------------------------------------|---------------------------|
| <u>S</u> ( <u>X</u> ) std ( ) ext. coverage owners policy | Amt. \$ <u>237,500.00</u> |
| ____ ( ) std ( ) ext. coverage loan policy                | Amt. \$ _____             |
| ____ ( ) std ( ) ext. coverage purchasers policy          | Amt. \$ _____             |

HAZARD INSURANCE:

\_\_\_\_ Assume Existing, X Obtain New, From \_\_\_\_\_ Paid \_\_\_\_\_

(Revised May, 1987)

When the "Closing Agent" has received all properly executed documents and all funds necessary for the completion of this transaction and the title insurer is in a position to issue the type of policy(s) set out above, subject only to exceptions No's 1 - 9 as set out in their commitment or preliminary report dated AUGUST 19, 1991

and their usual printed exceptions, the "Closing Agent" is hereby authorized and instructed to record or file all necessary documents and disburse funds deposited in accordance with the amounts shown on the closing statement. Minor adjustments may be made for additional interest due to delay in disbursing beyond the control of the "Closing Agent", for which the respective party shall be given an accounting.

In the event this transaction does not close for any reason, the "Closing Agent" shall be entitled to reimbursement for any and all costs expended by it and shall be further entitled to an escrow cancellation fee not to exceed one half of the normal fee and the parties hereto agree to be jointly and severally liable for same. Further, any earnest money deposited with the "Closing Agent" shall be refunded only upon written instructions from the parties hereto. EXCEPT that, in the event the earnest money has been deposited by the Broker, the "Closing Agent" is hereby authorized to refund same to the broker's trust account for his disposition to the parties and in the event the "Closing Agent" has incurred expenses in connection herewith, the "Closing Agent" shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

The "Closing Agent" shall have no responsibility for compliance with any truth-in-lending, usury or consumer protection laws of the United States or the State of Idaho.

The "Closing Agent" is directed to comply with the instructions contained herein and the parties hereto agree to indemnify and hold harmless the "Closing Agent" from any and all actions or losses related hereto other than failure to comply herewith, including but not limited to any attorney's fees or costs incurred by the "Closing Agent" in defending itself in any such action.

BY THEIR EXECUTION OF THESE INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING:

- 1) The "Closing Agent" is not acting as a representative or advocate of either party,
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties, and the parties rights or interests in those documents may differ,
- 3) Any documents typed by the "Closing Agent" have been done so at our direction or the direction of our counsel,
- 4) The "Closing Agent" is not licensed to practice law and no legal advice—advice as to the content of the documents, nor advice as to the merits of the transaction has been offered by the "Closing Agent", and
- 5) THE "CLOSING AGENT" HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD.

ADDITIONAL INSTRUCTIONS:

BUYER  
PAUL WUESTHOFF

SELLER  
GLENN C. JANBS

American Land Title Company

BY:  
BRENDA WILLIAMS  
Closing Agent

# REAL ESTATE MORTGAGE

For Value Received,

PAUL WUESTHOFF, AND/OR ASSIGNS

the mortgagor, do es hereby grant, bargain, sell and convey unto

GLENN C. JANSS, A MARRIED WOMAN DEALING WITH HER SOLE AND SEPARATE PROPERTY

the mortgagee, the following described premises, in LEMHI County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH ANY AND ALL WATER AND WATER RIGHTS, DITCH AND DITCH RIGHTS, AND MINERAL RIGHTS APPURTENANT THERETO OR USED IN CONNECTION THEREWITH.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said mortgagee, her heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of \$172,500.00 ONE HUNDRED SEVENTY TWO THOUSAND, FIVE HUNDRED AND NO/100 \* \* \* \* \* DOLLARS with interest, in accordance with the terms of a promissory note of even date herewith, payable to the order of the mortgagee, with final payment due OCTOBER 7, 1996 and providing for acceleration of the due date of the principal for default in the payment of interest or any installment of principal, and providing for a reasonable attorney's fee in case of suit or action.

The mortgagor covenants and agrees with the mortgagee as follows: That he is the owner in fee simple of the above described premises and that they are free from all encumbrances

That he will pay the indebtedness hereby secured promptly, according to the terms of said promissory note. That he will pay all taxes, liens and assessments of any nature hereafter levied or imposed, or becoming payable, upon said premises not later than the twentieth day before delinquency. That he will keep the buildings on said premises insured against loss or damage by fire, by some insurance company acceptable to the mortgagee with loss, if any, payable to the mortgagee as interest may appear, in the sum of at least \$ 172,500, and deliver such policy or policies of insurance to the mortgagee, until the sums secured by this mortgage are fully paid with interest. The mortgagee may from time to time and whenever it so desires, cause an abstract of title to be continued to the then date or procure a title report from a reputable title company and the mortgagor agrees to pay the cost thereof upon demand.

If the mortgagor shall fail to pay any such tax or lien, abstract or title report charge, or fail to maintain such fire insurance, the mortgagee may pay the same or procure said insurance, abstract continuation or title report and pay the cost thereof, and all payments by the mortgagee for any such purpose shall be added to the indebtedness hereby secured, and shall be repayable on demand, with interest at the rate of eight (8) per cent per annum until paid.

For the purpose of further securing said indebtedness and performance of the covenants herein contained, the mortgagor hereby sells and assigns to the mortgagee any and all rentals accruing, or to accrue on said premises, during the life of this mortgage.

Now, if the said mortgagor shall pay or cause to be paid all moneys which may become due upon said promissory note and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal or interest, or in any of the covenants or agreements herein contained, then the mortgagee, or assigns, at his option, may declare the entire indebtedness hereby secured immediately due and payable, and foreclose this mortgage and cause said mortgaged premises to be sold in the manner provided by law, and out of the moneys arising from such sale retain principal and interest together with any sums advanced as provided herein, with interest as aforesaid, together with the costs and charges of such foreclosure suit and sale, including such sum as the court may adjudge reasonable as an attorney's fee to be allowed the plaintiff, and the surplus, if any there be, pay over to the mortgagor, his heirs and assigns.

Dated: 9-30-91

PAUL WUESTHOFF

STATE OF ~~XXXX~~ CAL., COUNTY OF ~~Los Angeles~~  
On this 30 day of Sept, 1991,  
before me, a Notary Public in and for said State, personally appeared

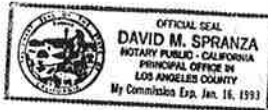
PAUL WUESTHOFF

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public,

Residing at

Comm. Expires 1/16/93



INSTRUMENT NO.

EXHIBIT "A"

A PARCEL OF LAND LOCATED IN N 1/2, SECTION 29, T. 24 N., R. 22 E., B.M., LEMHI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29, A DISTANCE OF 1646.16 FEET ON A BEARING OF S. 0° 05' 40" E. TO THE NORTHEAST CORNER OF THE SE 1/4 NE 1/4 SE 1/4 NW 1/4 AND BRING THE REAL POINT OF BEGINNING.

THENCE S. 89° 56' 13" E., 81.26 FEET;  
THENCE N. 3° 00' 00" W., 89.60 FEET;  
THENCE S. 87° 00' 00" W., 117.13 FEET;  
THENCE N. 57° 52' 47" E., 135.37 FEET;  
THENCE N. 2° 00' 41" W., 31.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF A COUNTY ROAD;  
THENCE N. 23° 08' 01" W., 50.67 FEET ACROSS SAID ROAD TO A POINT ON THE NORTH RIGHT OF WAY OF A COUNTY ROAD;  
THENCE N. 5° 32' 51" W., 32.27 FEET ALONG AN EXISTING FENCE LINE;  
THENCE S. 81° 38' 16" W., 140.64 FEET ALONG AN EXISTING FENCE LINE;  
THENCE N. 88° 41' 49" W., 107.52 FEET ALONG AN EXISTING FENCE LINE;  
THENCE N. 2° 37' 00" W., 37.09 FEET;  
THENCE S. 87° 00' 00" W., 417.40 FEET;  
THENCE N. 2° 38' 19" W., 621.20 FEET;  
THENCE N. 2° 01' 18" W., 434.72 FEET;  
THENCE N. 89° 59' 01" W., 656.78 FEET;  
THENCE S. 0° 12' 27" E., 1973.83 FEET;  
THENCE S. 89° 54' 53" E., 1309.68 FEET;  
THENCE N. 0° 05' 40" W., 658.47 FEET TO THE REAL POINT OF BEGINNING.

EXCEPTING THEREFROM: A STRIP OF LAND BEING 25.00 FEET ON EACH SIDE OF THE EXISTING CENTERLINE OF THE COUNTY ROAD.



**State of Idaho**

**DEPARTMENT OF WATER RESOURCES**

Northern Region, 7600 Mineral Drive, Suite 100, Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800

Fax: (208) 762-2819

Web Site: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

**JAMES E. RISCH**  
Governor

**KARL J. DREHER**  
Director

December 12, 2006

Fourth of July Trust  
C/o Winfred Wuesthoff  
Box 42  
Carmen, ID 83462

RE: 75-131

Enclosed are the first two pages of the decree Merrill Brown vs Frank Nelson which your water right was a part of. Paragraph #4 states that two inches of water per acre until August 1 and 1½ inches after that date. Your claim is for 1 acre so we will recommend the 0.04 cfs and the 0.06cfs.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kenneth Knoblock', is written over a horizontal line.

Kenneth Knoblock  
Water Resources Agent

11/20/2006

**NOTICE OF ERROR  
REPLY**

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

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

**YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: 12/13/2006**

Water right number: 75-131

FOURTH OF JULY TRUST  
C/O WINIFRED WUESTHOFF  
PO BOX 42

CARMEN ID 83462  
Telephone Number: (208)865-2282

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

*Original quantity for 75-131 is .089,06 cfs*

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

*Return quantity to original*

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

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

*Paul Wuesthoff*

Please print your name: \_\_\_\_\_

IDWR Regional Office, 7600 Mineral Drive, Suite 100, Coeur D' Alene, ID 83815, 2087622800

**STATE OF IDAHO**  
**DEPARTMENT OF WATER RESOURCES**  
**ADJUDICATION SECTION**  
**CLAIM VERIFICATION FIELD EXAM SHEET**  
(Use with the ECVR)

CLAIM NO(s). 75-131

1. ☒ No Change NAME IS SAME

☐ NEW OWNER: \_\_\_\_\_

☒ No Change ADDRESS

☐ NEW ADDRESS: \_\_\_\_\_

2. ☐ No Change - DATE OF PRIORITY: Completed evidence submitted

☐ Incomplete - Claimant should be asked during the exam when was water first used and submit proof of date of priority.

Priority date, per claimant, is: \_\_\_\_\_

(If the priority date, based on your exam, seems questionable, explain below.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. ☒ No Change — SAME SOURCE

☐ Source is different than that claimed:

Source found: \_\_\_\_\_

4. ☒ No Change — POINT OF DIVERSION

☐ Point of diversion is different than the claim and/or new P/D's:

GPS Site Tag No.: A0015087 File # J 72805 Y Pod

|                |             |               |           |           |           |
|----------------|-------------|---------------|-----------|-----------|-----------|
| Township _____ | Range _____ | Section _____ | 1/4 _____ | 1/4 _____ | 1/4 _____ |
| Township _____ | Range _____ | Section _____ | 1/4 _____ | 1/4 _____ | 1/4 _____ |

5. ☒ No Change - DESCRIPTION OF DIVERTING WORKS

☐ Incomplete description, list below:

dam on creek, ditch to place of use

*Deere 0.04 cfs 4/1 to 8/1 1 acre x 0.04 = .04*  
*0.03 cfs 9/3 to 11/1 1 acre x .03 = .03*

6. ☒ No Change - WATER USES  
☐ Different uses, (list uses found):

|           |            |          |              |           |           |
|-----------|------------|----------|--------------|-----------|-----------|
| Use _____ | From _____ | To _____ | Amount _____ | CFS _____ | AFA _____ |
| Use _____ | From _____ | To _____ | Amount _____ | CFS _____ | AFA _____ |
| Use _____ | From _____ | To _____ | Amount _____ | CFS _____ | AFA _____ |

7. ☒ No Change - TOTAL VOLUME

☐ Incomplete on claim, the total is, Amount \_\_\_\_\_ CFS \_\_\_\_\_ AFA

☐ Changes found, the new total is, Amount \_\_\_\_\_ CFS \_\_\_\_\_ AFA

8. ☒ No Change - NON-IRRIGATION USES:

☐ Changes Exam found:

Domestic # of homes: \_\_\_\_\_ Stock # \_\_\_\_\_ List types: \_\_\_\_\_

Additional comments: \_\_\_\_\_

9. ☒ No Change — PLACE OF USE: (If changed, list below.)

|            |                |             |               |           |           |
|------------|----------------|-------------|---------------|-----------|-----------|
| Use: _____ | Township _____ | Range _____ | Section _____ | 1/4 _____ | 1/4 _____ |
| Use: _____ | Township _____ | Range _____ | Section _____ | 1/4 _____ | 1/4 _____ |
| Use: _____ | Township _____ | Range _____ | Section _____ | 1/4 _____ | 1/4 _____ |
| Use: _____ | Township _____ | Range _____ | Section _____ | 1/4 _____ | 1/4 _____ |

Remarks: (Comments pertinent to field examination) ☐ See additional attachment

☐ SYSTEM DIAGRAM INCLUDED

☐ NA

☒ Shown on GIS Layout

☐ CK IF IN OFFICE EXAM

DATE EXAM CONDUCTED: \_\_\_\_\_

7-28-05

FIELD EXAMINER: \_\_\_\_\_

Bob Foster

Print Name

Bob Foster

Signature

SCANNED

OCT 03 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: A75-00131  
Date Received: 4/19/1990  
Receipt No: E013381  
Received By: \_\_\_\_\_

COPY FOR  
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

COPY FOR  
YOUR FILES

1. Name: FOURTH OF JULY TRUST  
Address: C/O WINIFRED WUESTHOFF  
PO BOX 42  
CARMEN ID

208-865-2282

83462

2. Date of Priority: APR 1, 1910

3. Source: FOURTH OF JULY CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 24N      | 22E   | 20      | SW     | SE     |     |     | LEMHI  |

5. Description of diverting works:  
DITCH NO. 13 TO FLOOD IRRIGATION

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| IRRIGATION | 04/01 | 08/01 | 0.080  |      |        |
| IRRIGATION | 08/02 | 11/01 | 0.060  |      |        |

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

8. Total consumptive use is 2.5 Acre Feet Per Annum.

9. Non-irrigation uses:  
NONE

10. Place of Use:

| Township | Range | Section | 1/4 of | 1/4 | Lot | Use | Acres |
|----------|-------|---------|--------|-----|-----|-----|-------|
| 24N      | 22E   | 29      | SW     | NE  |     | IRR | 1.0   |

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NOV 18 1996

A75-00131

Page 1

Date: 08/26/94

10. Place of Use: Continued

| Township | Range | Section | 1/4 of 1/4 | Lot | Use           | Acres |
|----------|-------|---------|------------|-----|---------------|-------|
|          |       |         |            |     | Section Acres | 1.0   |
|          |       |         |            |     | Total Acres   | 1.0   |

11. Place of use in counties: LEMHI

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

13. Other Water Rights Used:  
NONE

14. Remarks:

P/U INCOMPLETE. SEE DECREE. FOR IRRIGATION OF ORCHARD SITUATED  
ON JANS S LAND.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

MERRILL M. BROWN, ET AL.,  
Decree Plaintiff

FRANK R. NELSON, ET AL.  
vs Decree Defendant

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NOV 18 1996

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: A75-00131  
Date Received: 4/19/1990  
Receipt No: E013381  
Received By: DC

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: GLENN C. JANSS 208-622-5246  
Address: PO BOX 329  
SUN VALLEY, ID 83353

2. Date of Priority: APR 01, 1910

3. Source: FOURTH OF JULY CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 24N      | 22E   | 20      | SW     | SE     |     |     | LEMHI  |

5. Description of diverting works:  
DITCH NO. 13 TO FLOOD IRRIGATION

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| IRRIGATION | 04/01 | 08/01 | 0.080  |      |        |
| IRRIGATION | 08/02 | 11/01 | 0.060  |      |        |

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

8. Total consumptive use is 2.5 Acre Feet Per Annum.

9. Non-irrigation uses:  
NONE

10. Place of Use:

| Township      | Range | Section | 1/4 of | 1/4 | Lot | Use | Acres |
|---------------|-------|---------|--------|-----|-----|-----|-------|
| 24N           | 22E   | 29      | SW     | NE  |     | IRR | 1.0   |
| Section Acres |       |         |        |     |     |     | 1.0   |

A75-00131

Page 1

Date: 05/23/90

A7500131



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DEC 15 1992

10. Place of Use: Continued

Total Acres 1.0

11. Place of use in counties: LEMHI

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

13. Other Water Rights Used:  
NONE

14. Remarks:  
P/U INCOMPLETE. SEE DECREE. FOR IRRIGATION OF ORCHARD SITUATED  
ON JANSS LAND.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

MERRILL M. BROWN, ET AL.,  
Decree Plaintiff

vs

FRANK R. NELSON, ET AL.  
Decree Defendant

16. Signature(s)

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

Number of attachments: \_\_\_\_\_

**For Individuals:**

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

Signature of Claimant(s): \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

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

CIVIL CASE NUMBER: 39356

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

Ident Number A75-00131  
Date Received 4-19-90  
Receipt Number E013381

NOTICE OF CLAIM  
TO A  
WATER RIGHT  
ACQUIRED UNDER STATE LAW

RECEIVED

APR 19 1990

Department of Water Resources  
Eastern District Office

1. Name of Claimant(s): Glenn C. Janss  
Phone: 1-208-622-5246  
Mailing Address: P. O. Box 329  
Sun Valley, ID 83353
2. Date of Priority: April 1, 1910
3. Source of water supply (a) Fourth of July Creek  
which is tributary to (b) Salmon River
4. a. Location of point of diversion is:

| <u>Township</u> | <u>Range</u> | <u>Section</u> | <u><math>\frac{1}{4}</math></u> | <u><math>\frac{1}{4}</math></u> | <u><math>\frac{1}{4}</math></u> | <u>Lot</u> | <u>County</u> |
|-----------------|--------------|----------------|---------------------------------|---------------------------------|---------------------------------|------------|---------------|
| 24N             | 22E          | 20             |                                 | SW                              | SE                              |            | Lemhi         |

Additional points of diversion if any: None

- b. If instream flow, beginning point:

| <u>Township</u> | <u>Range</u> | <u>Section</u> | <u><math>\frac{1}{4}</math></u> | <u><math>\frac{1}{4}</math></u> | <u><math>\frac{1}{4}</math></u> | <u>Lot</u> | <u>County</u> |
|-----------------|--------------|----------------|---------------------------------|---------------------------------|---------------------------------|------------|---------------|
|-----------------|--------------|----------------|---------------------------------|---------------------------------|---------------------------------|------------|---------------|

Ending point:

| <u>Township</u> | <u>Range</u> | <u>Section</u> | <u><math>\frac{1}{4}</math></u> | <u><math>\frac{1}{4}</math></u> | <u><math>\frac{1}{4}</math></u> | <u>Lot</u> | <u>County</u> |
|-----------------|--------------|----------------|---------------------------------|---------------------------------|---------------------------------|------------|---------------|
|-----------------|--------------|----------------|---------------------------------|---------------------------------|---------------------------------|------------|---------------|

5. Description of existing diversion works: Headgate, Ditch No. 13,  
flood irrigation.

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DEC 15 1992

6. Water is claimed for following purposes:

| <u>Purpose</u> | <u>From</u> | <u>To</u>  | <u>Amount</u> |
|----------------|-------------|------------|---------------|
| Irrigation     | April 1     | August 1   | 0.08 cfs      |
| Irrigation     | August 1    | November 1 | 0.06 cfs      |

7. Total Quantity Claimed: 0.08 cfs

8. Total consumptive use claimed is 2.5 acre feet per annum.

9. Non-irrigation uses: None.

10. Place of use:

| <u>Township</u> | <u>Range</u> | <u>Section</u> | <u><math>\frac{1}{4}</math></u> | <u><math>\frac{1}{4}</math></u> | <u>Use</u> | <u>Irrig. Acres</u> |
|-----------------|--------------|----------------|---------------------------------|---------------------------------|------------|---------------------|
| 24N             | 22E          | 29             | SW                              | NE                              | I          | 1                   |

Total number of irrigated acres: 1

11. Place of use is located in Lemhi County.

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

13. Describe any other water rights used at the same place and for the same purposes as described above?

14. Remarks: See Paragraph 10(a) of the Stipulation for Entry of Judgment in Brown v. Nelson, Lemhi County District Court Case No. 5235.

Last Name: Janss Ident No. \_\_\_\_\_

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DEC 15 1992

15. **Basis of Claim:** Decree  
**IDWR Water Right Number:** 75-00131  
**Court:** Lemhi County District Court  
**Case Number:** 5235  
**Decree Date:** December 16, 1982  
**Plaintiff v. Defendant:**  
Brown v. Nelson, et al.

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 not wish to receive and pay a small annual fee for monthly copies of the docket sheet. Number of attachments -

[For individuals] I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s)

John C. Janss

Date 4/3/90

Date \_\_\_\_\_

State of Idaho )  
County of Blaine ) ss.

Subscribed and sworn before me this 3rd day of April, 1990.

Notary Public John A. Rothman  
Residing at Hailey, Idaho  
Commission Expires 11/13/95

17. **Notice of Appearance:**

Notice is hereby given that I, James P. Speck, will be acting as attorney at law of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to the address listed below.

Signature: James P. Speck

James P. Speck  
Hogue, Speck & Aanestad  
P.O. Box 987  
Ketchum, ID 83340

Date: 3/29/90

Last Name: Janss Ident No.: \_\_\_\_\_

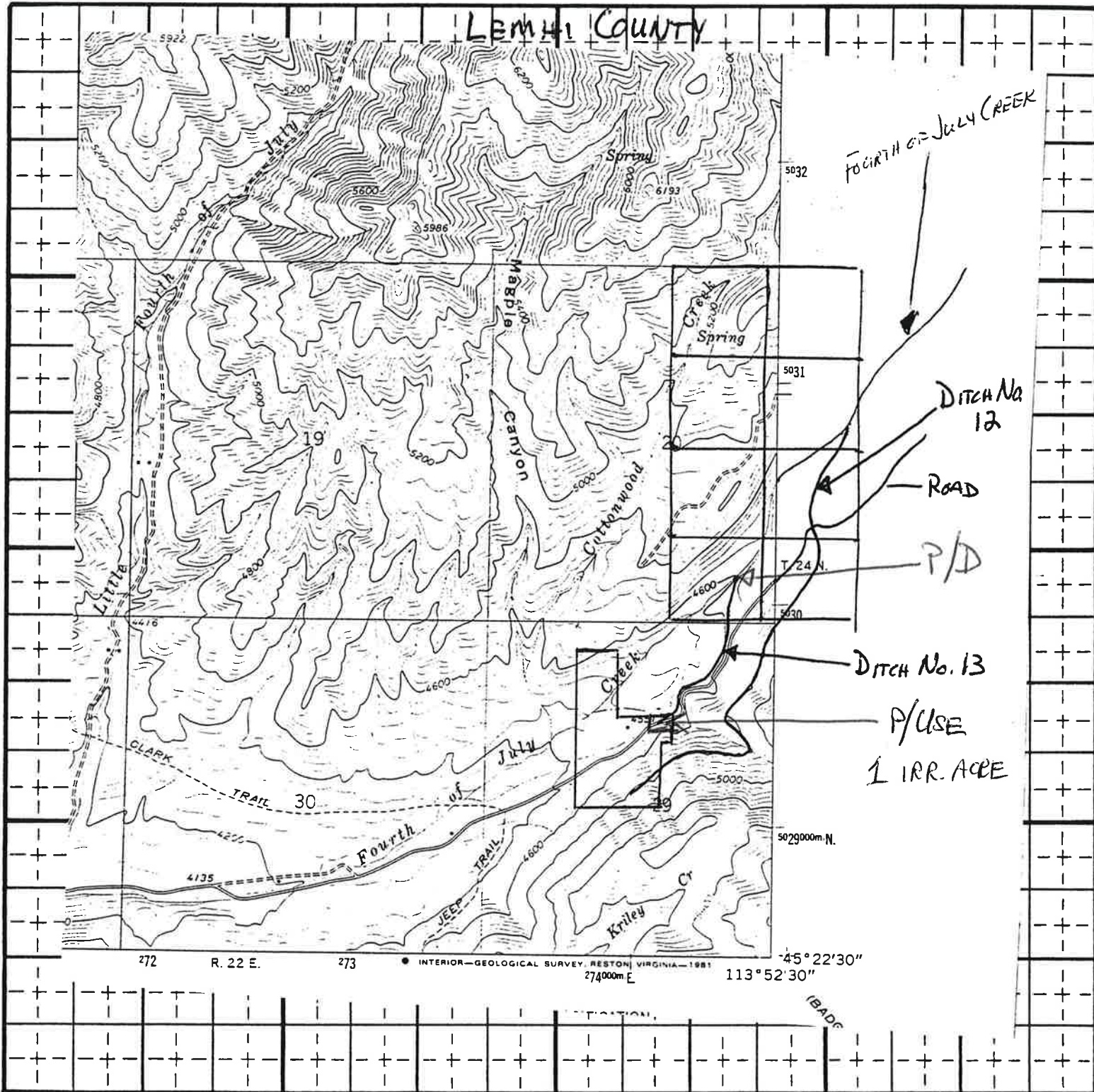
a(h203)\janss\7500131  
3/29/90

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DEC 15 1992

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

T. 24 N., R. 22 E., B.M.



Last Name

JANSS

Ident No.

Copies: White-State, Yellow-Claimant

MICROFILMED

DEC 15 1992