

08/28/2006

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

RIGHT NUMBER: 75-4078L

NAME AND ADDRESS: MARY A CARROLL
71 FIFE LN
SALMON ID 83467

HOWARD L CARROLL
71 FIFE LN
SALMON ID 83467

SOURCE: SALMON RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.120 CFS

PRIORITY DATE: 05/11/1893

POINT OF DIVERSION:

T20N R21E S12 SESE Lot 1 Within LEMHI County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	4/01 11/01	0.120 CFS

PLACE OF USE: IRRIGATION Within LEMHI County

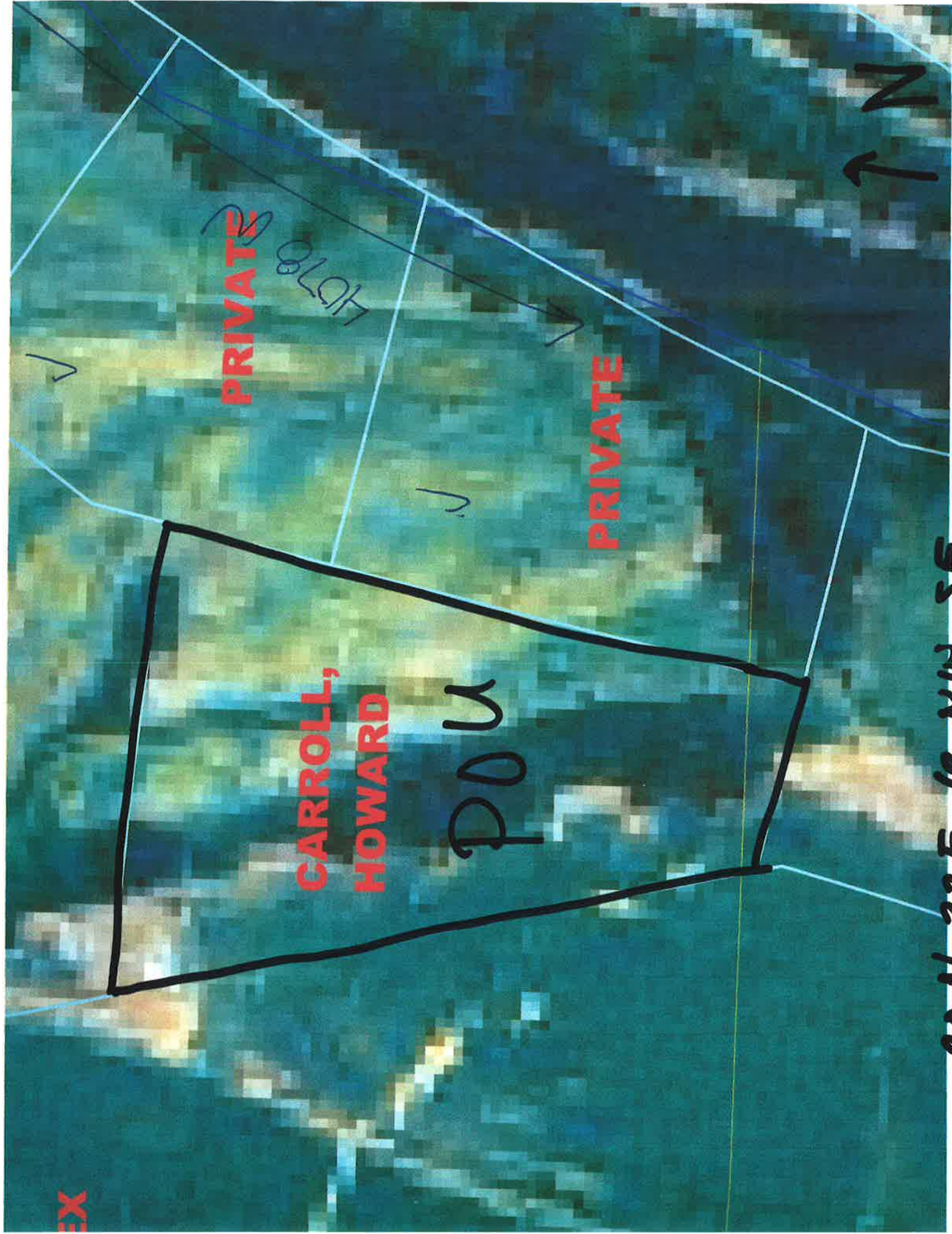
T20N R22E S06 Lot 11 NWSE 5.80 T20N R22E S06 Lot 13 SWSE 0.20

6 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 - Beneficial Use





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

RECEIVED

SEP 05 2001

Department of Water Resources

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

July 26, 2001

HOWARD & MARY CARROLL
RR 2 BOX 227-C2
SALMON ID 83467

RE: DATA ENTRY ERROR ON WATER RIGHT 75-4078L

Dear Mr. & Mrs. Carroll:

While reviewing water rights in your area, I noticed a data entry error in the legal description of the above referenced water right. Your property (Lot 13 in the Chinook Subdivision) is located in the NWSE of section 6 and not in the SWSE as indicated on your right. I verified this information using the subdivision map supplied by Lemhi county.

Enclosed is a corrected copy of your water right. Please sign it in the presence of a notary public and return it to our office. You may want to make a copy for your files, also.

Thank you for your help in this matter and I apologize for any inconvenience this may cause.

Sincerely,

Jennifer Crabtree
Technical Records Specialist

Enclosure

Jennifer,
Sorry to take so long to return this. Forgot to mail
it before going on vacation. Thanks for catching
the error. Mary Carroll



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

SCANNED

OCT 08 2001

EASTERN REGION

DIRK KEMPTHORNE
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DIRECTOR

July 26, 2001

HOWARD & MARY CARROLL
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Sincerely,

Jennifer Crabtree

Technical Records Specialist

Enclosure



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

August 19, 1997

HOWARD L & MARY A CARROLL
RURAL ROUTE 2 BOX 227-C2
SALMON ID 83467

RE: CHANGE IN OWNERSHIP FOR A75-04078H

Dear Mr. & Mrs. Carroll:

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

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

A75-04078K, 3.16 cfs on 162 acres, Sandy Sims
A75-04078L, 0.12 cfs on 6 acres, Howard & Mary Carroll

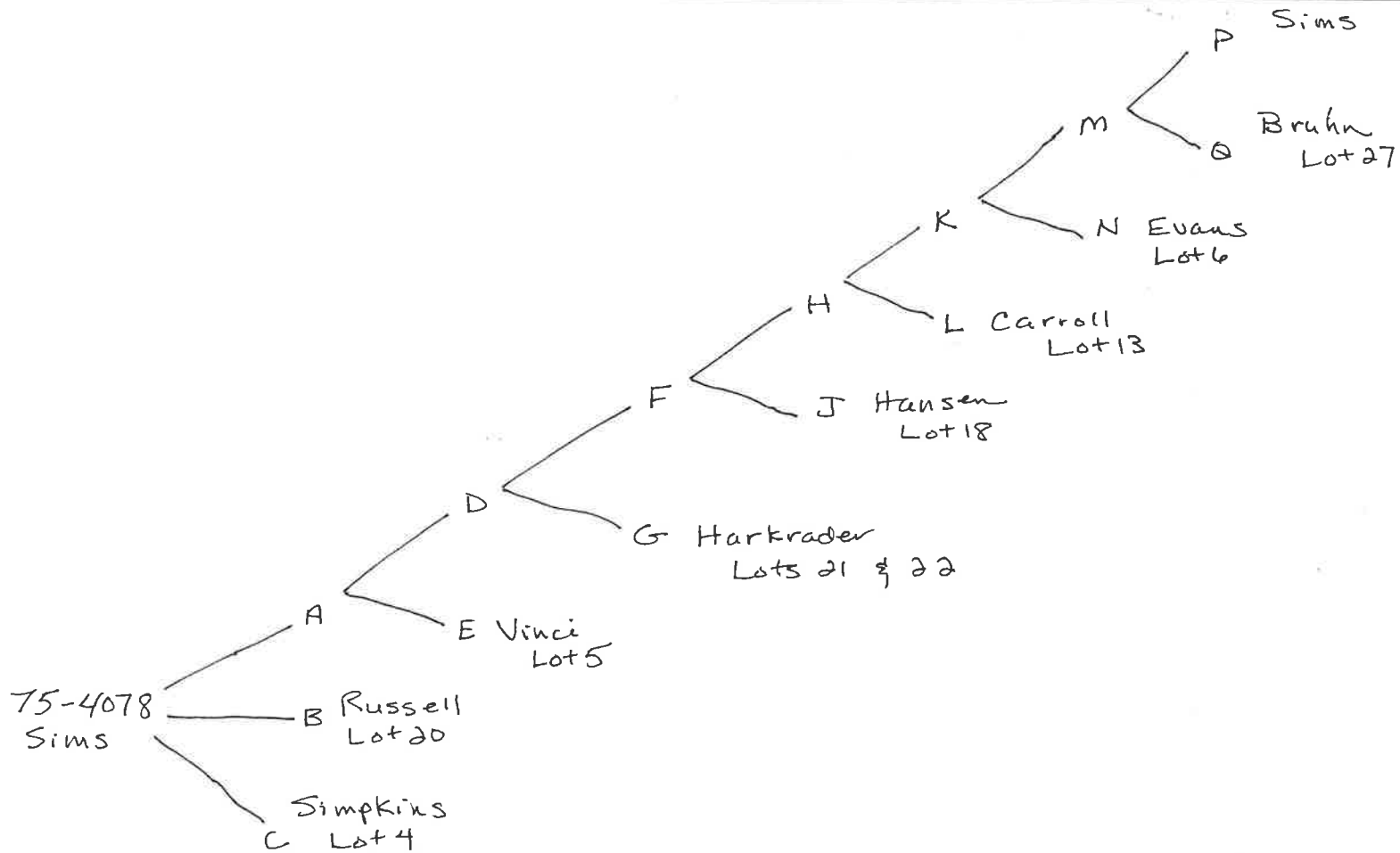
Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

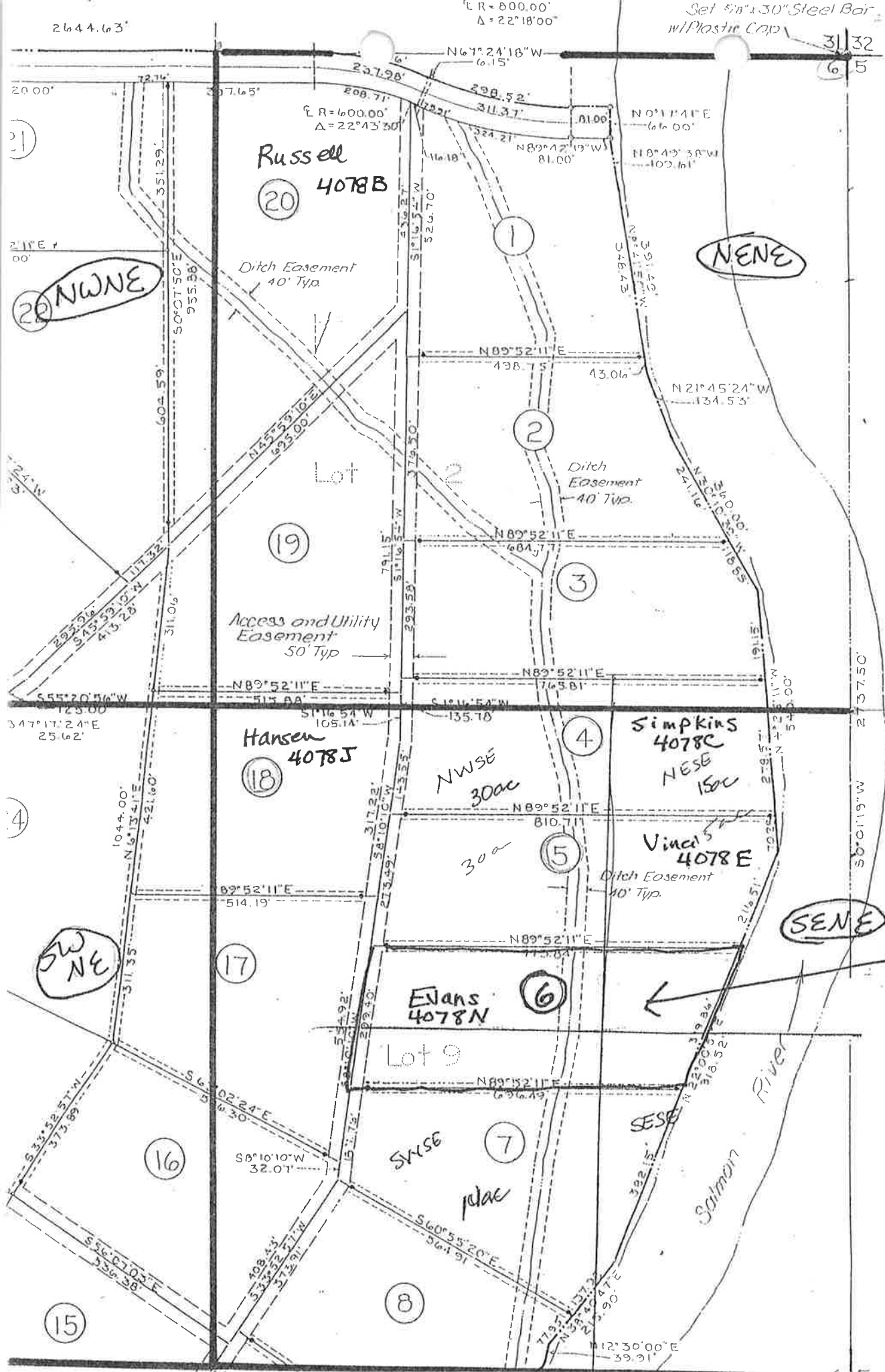
Respectfully submitted,

Jennifer Hoagland
Technical Records Specialist

Enclosure

cc: Sims/copy letter/copy Notice of Claim





151844
COUNTY C

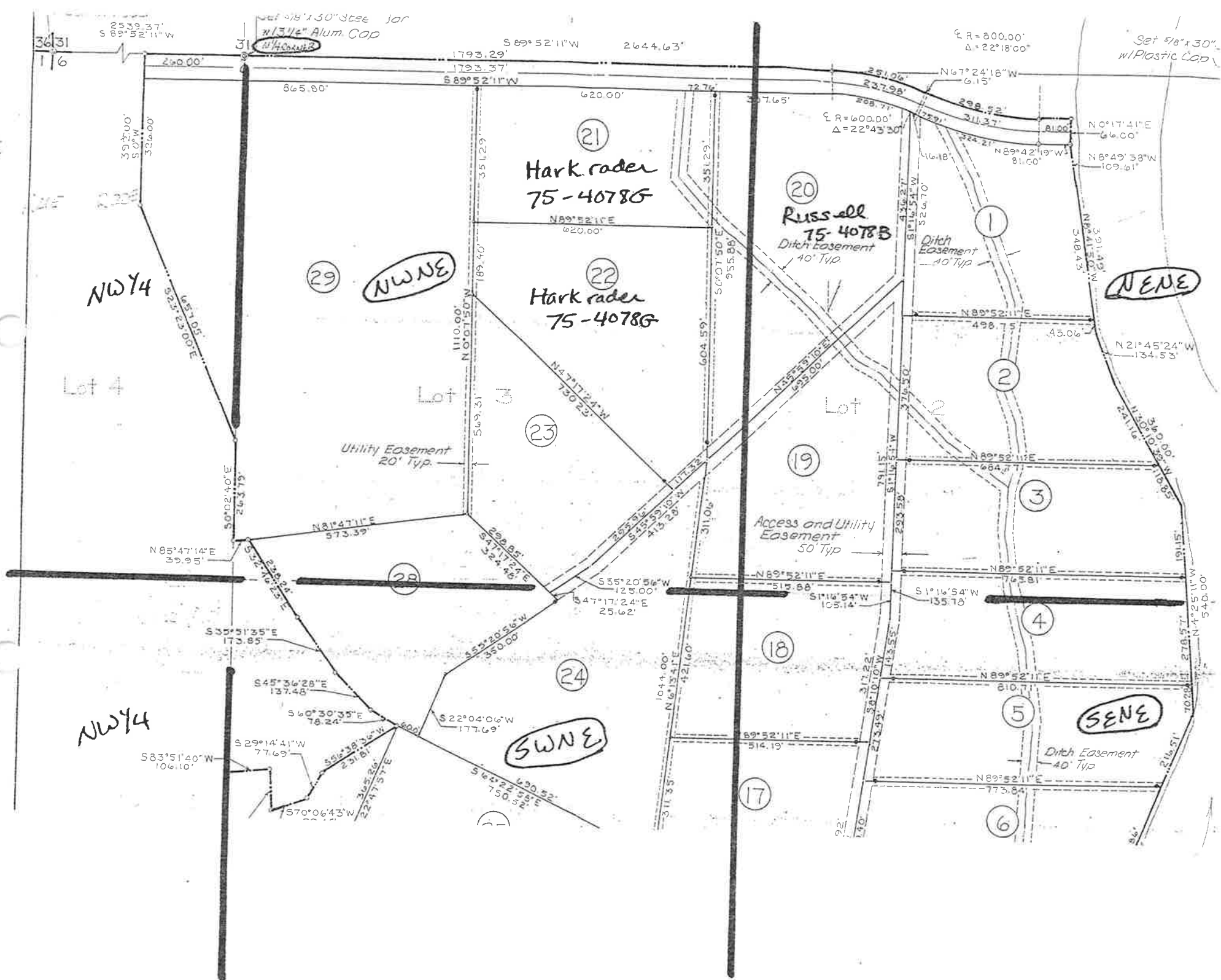
The foregoing
by the Board
County, Idaho
1980.

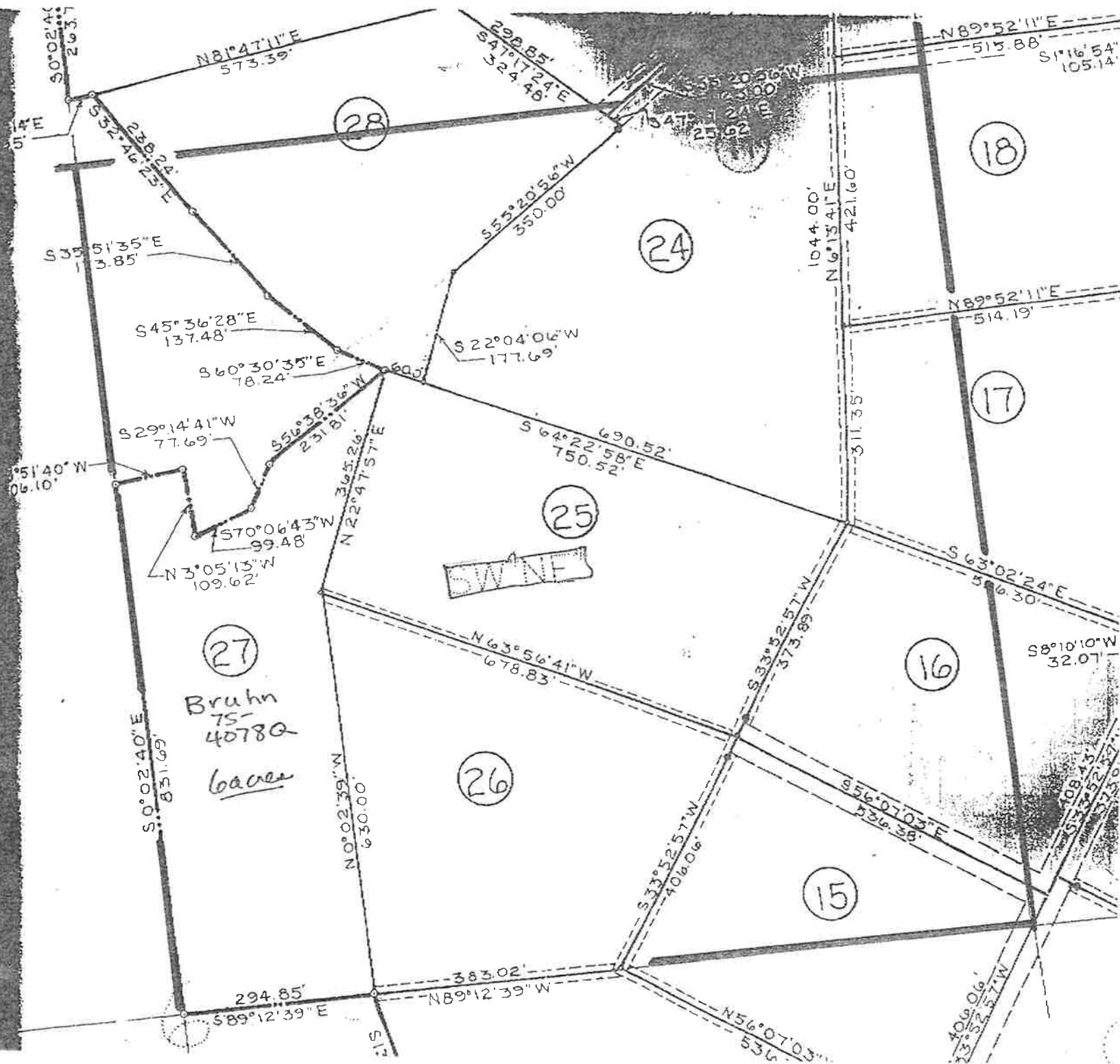
Eleanor G.
Attest Clerk

COUNTY

State of Idaho
County of Len
This is to be
in the Office
on this and
and duly rec

Eleanor
Ex-Officio Rec





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

RECEIVED

JUL 23 1997

Department of Water Resources
Eastern Region

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 Number(s) A75-04078H-K (Sims) DONE
Adjudication Claim Number(s) _____

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

- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION AND
- B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.) OR
- C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) SANDY SIMS

P.O. BOX 686, SALMON, ID 83467

4. New Owner/Claimant(s) HOWARD L. CARROLL MARY A. CARROLL

Name connector (Check one): ☐ AND, ☐ OR, ☒ AND/OR

New Mailing Address RR 2, BOX 227-C2

City, State and ZIP Code SALMON, ID 83467

New Telephone Number (208) 756-4134

5. Date you acquired the property OCTOBER 2, 1995

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated 6.08 Number and type of stock 2 HORSES

Diversion rate in CFS _____ Number of homes 1 Other uses -
cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) Mary A. Carroll Date 7-22-97

Date _____

(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.



DEED OF TRUST

THIS DEED OF TRUST, Made this day of OCTOBER 19 95.,
BETWEEN HOWARD CARROLL AND MARY A. CARROLL, husband and wife
..... herein called GRANTOR,
whose address is 66 WEST 300 SOUTH JEROME, ID 83338
The American Land Title Co., Inc., herein called TRUSTEE, and DOUBLETREE ADVANTAGE CORP., AN OREGON
CORPORATION AND MILTAL INC., A WASHINGTON CORPORATION
..... herein called BENEFICIARY,
whose address is 6251 S. W. CANYON COURT PORTLAND, OR 97221
WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH
POWER OF SALE, that property in the County of LEMHI State of Idaho, described as
follows, and containing not more than twenty acres:

LOT 13 IN CHINOOK SUBDIVISION ACCORDING TO THE OFFICIAL PLAT
THEREOF FILED FOR RECORD IN BOOK 5 OF PLATS AT PAGE NO. 29,
AND AMENDED PLAT FILED FOR RECORD OCTOBER 11, 1994 IN BOOK
6 AT PAGE 30, RECORDS OF LEMHI COUNTY, IDAHO. . .

COPY

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon
Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of
THIRTY FOUR THOUSAND AND NO/100 * * * Dollars, (\$ 34,000.00),

final payment due OCTOBER 2, 2005
and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either
of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances
or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances
or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it
shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in
good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor per-
formed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon;
not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumi-
gate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not ex-
cluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under
any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may deter-
mine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure
or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and
to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which
Beneficiary or Trustee may appear.

4. To pay; at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens,
with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to
the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each
month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust
for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default
under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of ex-
penditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and
without notice to or demand upon Grantor and without releasing Grantor 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 security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes;
appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; 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, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned
and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above pro-
vided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due
of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this
Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee
may: sell all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor 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 security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; 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, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary 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 said 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 Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor 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 Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

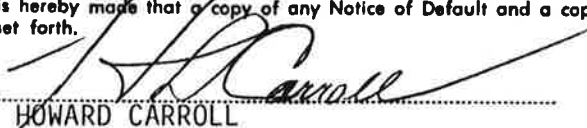
After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the female and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.


HOWARD CARROLL


MARY A. CARROLL

STATE OF IDAHO, COUNTY OF Lemhi

On this 29th day of September 1995
before me, a Notary Public in and for said State, personally appeared

HOWARD CARROLL AND
MARY A. CARROLL

Known to me to be the person S... whose name S... are
subscribed to the within instrument, and acknowledged to me that
they executed the same.


Notary Public,

Residing at Salmon, Idaho.
Commission Expires 6-19-2001

**DEED OF TRUST
WITH POWER OF SALE**

GRANTOR

TRUSTEE

BENEFICIARY

Dated, 19

Furnished through the
courtesy of

American Land Title Co.

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

..... SALMON

, Idaho, ...

19

, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to: ALLIANCE TITLE AND ESCROW CO.
dba AMERICAN LAND TITLE
PO BOX 1169

SALMON, ID 83467

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

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: 75-4078L

MARY A CARROLL

71 FIFE LN

SALMON ID 83467

Telephone Number: (208)756-4134

HOWARD L CARROLL

71 FIFE LN

SALMON ID 83467

Telephone Number: (208)756-4134

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

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

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

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

DATE: 12/7/2006 SIGNATURE: Mary A. Carroll
Please print your name: MARY A. CARROLL

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

SCANNED
DEC 19 2006

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: 75-4078L

MARY A CARROLL
71 FIFE LN
SALMON ID 83467
Telephone Number: (208)756-4134

HOWARD L CARROLL
71 FIFE LN
SALMON ID 83467
Telephone Number: (208)756-4134

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

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

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

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

DATE: 12/7/2006 SIGNATURE: Mary A. Carroll
Please print your name: MARY A. CARROLL

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

SCANNED
DEC 13 2006

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

CLAIM NO(s).

75-4078L

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.: A0017445

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:

Pipe in River to Ditch - Fish screen located
1/2 mile down ditch - S15.

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: 08-02-06

FIELD EXAMINER: Asher Barton

Print Name

Asher Barton
Signature

JUL 14 2005

DEPARTMENT OF
WATER RESOURCES

Page 99

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 75-4078L

WATER RIGHT NUMBER: 75-4078L

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MARY A CARROLL 71 FIFE LN SALMON, ID 83467 (208)756-4134
Current Owner	HOWARD L CARROLL 71 FIFE LN SALMON, ID 83467 (208)756-4134

Priority Date: 05/11/1893

Basis: Beneficial Use

Status: Active

<u>Source</u>	<u>Tributary</u>
SALMON RIVER	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01	11/01	0.120 CFS	
	<u>Total Diversion:</u>		0.120 CFS	

Location of Point(s) of Diversion

SALMON RIVER NW1/4SW1/4SW1/4 Sec. 7, Twp 20N, Rge 21E, B.M.
LEMHI County

Place of UseIRRIGATION Within LEMHI County

T20N R22E S06 NWSE 6.0

Total Acres: 6

Conditions of Approval:

1. CHANGE IN OWNERSHIP 6-4-96 GJT.
CHANGE IN OWNERSHIP 1-30-97 SLB CHANGE IN OWNERSHIP 7-28-97 GJT.

Remarks:SEE ATTACHED

THIS DOCUMENT WOULD APPEAR TO BE
THE PROPER ONE TO SUPPORT THE PRIORITY
DATE CLAIMED AND THE HISTORIC USE OF
THE WATER, IF THIS IS NOT SUFFICIENT,
PLEASE LET ME KNOW.

MARY CARROLL
208-756-4134

SCANNED

JUL 14 2005

Geo. S. Shoup

Alcott Land & Livestock Co. Inc.

present to state case, stating:

Thomas George S. Shoup of

Sentinel County, Idaho, has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Hailey, Idaho whereby it appears that full payment has been made by the said George S. Shoup, according to the provisions of the Act of Congress of the 24th of April, 1870, entitled "An Act making further provision for the sale of the public lands, and the acts supplemental thereto,"

The South-East quarter of the North-West quarter, the South-West quarter of the North-East quarter, the East half of the South-West quarter lands the following described: Four: five; six: seven; eight: nine: eleven and thirteen of Section Six, and the lots numbered one, five and six of Section seven, in Township Twenty North of Range twenty-two East of Boise Meridian in Idaho, containing five hundred and eighty-eight acres, and twenty-eight hundredths of an acre according to the Office Plat of the Survey of the said lands, returned to the General Land Office by the Surveyor General, which said tract has been purchased by the said George S. Shoup

Now knoweth, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said George S. Shoup and to his heirs, the said tract above described:

That he and to hold the same, together with all the rights, privileges, immunities, and appurtenances of whatever nature thereunto in any way, unto the said George S. Shoup and to his heirs and assigns forever; subject to any valid and sound water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of persons or bodies to extract and remove the ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law

In testimony whereof, Benjamin Harrison, President of the United States of America, has caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Witness my hand, at the City of Washington, the twelfth day of January, in the year of our Lord one thousand eight hundred and ninety-three and of the Independence of the United States the one hundred and seventeenth

Year

By the President: Benjamin Harrison

By E. Macfarland East Secretary

Recorded Vol. 2 Page 57, N. D. Roberts, Recorder of the General Land Office

Recorded at the request of Geo. S. Shoup May 11th 1893, at 45 minutes past 10 o'clock A. M. in Book 14 of Idaho page 17 Records of Sentinel County, Idaho.

Limothy Dore County Recorder

STATE OF IDAHO
COUNTY OF LEMHI
TERRI J. MORTON, CLERK OF THE DISTRICT COURT
OF THE SEVENTH JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF LEMHI,
DO HEREBY CERTIFY THAT THE PROCEEDING IS A
TRUE, AND CORRECT COPY OF THE ORIGINAL ON FILE
IN THIS OFFICE. IN WITNESS WHEREOF I HAVE HERE
UNTO SET MY HAND AND AFFIXED MY
OFFICIAL SEAL THIS 8th DAY
OF July YEAR 1906
TERRI J. MORTON, CLERK
BY Deputy

SCANNED
JUL 14 2005

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 75-4078L
Date Received: 4/23/1990
Receipt No: X777777
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

MARY A CARROLL Phone: (208)756-4134
~~RR 2 BOX 227 C2~~ 71 FIFE LN
SALMON ID USA 83467

HOWARD L CARROLL Phone: (208)756-4134
~~RR 2 BOX 227 C2~~ 71 FIFE LN
SALMON ID USA 83467

2. Date of Priority: 05/11/1893

3. Source: SALMON RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
20N	21E	7	NW SW SW	LEMHI	

5. Description of diverting works:

ROCK DIV. DAM WITH PIPE HDGATE AND DITCHES WITH PUMP AND SPRINKLE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	0.12	

7. Total Quantity Appropriated is:
0.12 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
20N	22E	6	NW SE	IRRIGATION	6
Section Acres					6
Total Acres					6

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:

14. Remarks:

CHANGE IN OWNERSHIP 6-4-96 GJT
CHANGE IN OWNERSHIP 1-30-97 SLB CHANGE IN OWNERSHIP 7-28-97 GJT

15. Basis of Claim: Beneficial Use

16. Signature(s)

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

Number of attachments: _____

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): Howard L. Carroll Date: 8/11/01

8/11/01 Mary A. Carroll Date: _____

State of Idaho)
County of Lemhi) SS.

Subscribed and sworn (or affirmed) before me this 11th day
of August 2001 Sheila K. Hodges

Notary Public

Residing at Salmon, Idaho

My commission Expires 9-21-01

OCT 08 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 75-4078L
Date Received: 4/23/1990
Receipt No: X777777
Received By:

Amended

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

1. Name of Claimant(s)

MARY A CARROLL Phone: (208)756-4134
RR 2 BOX 227-C2
SALMON ID USA 83467

HOWARD L CARROLL Phone: (208)756-4134
RR 2 BOX 227-C2
SALMON ID USA 83467

2. Date of Priority: 05/11/1893

3. Source: SALMON RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
20N	21E	7	NW SW SW	LEMHI	

5. Description of diverting works:

ROCK DIV. DAM WITH PIPE HDGATE AND DITCHES WITH PUMP AND SPRINKLE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	0.12	

7. Total Quantity Appropriated is:
0.12 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
20N	22E	6	NW SE	IRRIGATION	6
Section Acres					6
Total Acres					6

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:

14. Remarks:

CHANGE IN OWNERSHIP 6-4-96 GJT
CHANGE IN OWNERSHIP 1-30-97 SLB CHANGE IN OWNERSHIP 7-28-97 GJT

15. Basis of Claim: Beneficial Use

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: **A75-04078L**
Date Received: 4/23/1990
Receipt No: X777777
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: HOWARD L CARROLL
Address: RR 2 BOX 227-C2
SALMON ID

208-756-4134

83467

AND/OR

Name: MARY A CARROLL
Address: RR 2 BOX 227-C2
SALMON ID

208-756-4134

83467

2. Date of Priority: MAY 11, 1893

3. Source: SALMON RIVER

Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
20N	21E	7	NW	SW	SW		LEMHI

5. Description of diverting works:

ROCK DIV. DAM WITH PIPE HDGATE AND DITCHES WITH PUMP AND SPRINKLE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.120		

7. Total Quantity Appropriated is:

0.120 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
20N	22E	6	SW	SE		IRR	6.0

10. Place of Use: Continued

Section Acres 6.0

Total Acres 6.0

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:

14. Remarks:

CHANGE IN OWNERSHIP 6-4-96 GJT.

CHANGE IN OWNERSHIP 1-30-97 SLB

CHANGE IN OWNERSHIP 7-28-97 GJT.

15. Basis of Claim: BENEFICIAL USE