

08/28/2006

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 75-4078X

NAME AND ADDRESS: STEPHEN NICHOLSON REVOCABLE TRUST
949 5TH AVE
DURANGO CO 81301

SUSAN COOK TRUST
949 5TH AVE
DURANGO CO 81301

SOURCE: SALMON RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.320 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	04/01 11/01	0.320 CFS

PLACE OF USE: IRRIGATION Within LEMHI County

T20N R22E S06 Lot 13 SWSE	15.00	T20N R22E S07 Lot 6 NWNE	1.00
---------------------------	-------	--------------------------	------

16 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

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 75-4078U

PROPERTY AKA LOT 12 CHINOOK SUBDIVISION

20N 22E 6 SW SE

**COOK,
SUSAN TRUST**

POU

CAPPS, RANDY

N

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

CLAIM NO(s). 75-4078X

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:

06-02-06

FIELD EXAMINER:

Asher Barton

Print Name

Asher Barton

Signature



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

RECEIVED

JUL 22 2005

DEPARTMENT OF
WATER RESOURCES

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 29, 2005

75-04078X

SUSAN COOK TRUST
949 5TH AVE
DURANGO CO 81301

RESPONSE DEADLINE
JULY 29, 2005

Re: Evidence of Priority Date

Dear Claimant:

The Notice of Claim to a Water Right (claim) identified with the number shown above your name has been filed in the Snake River Basin Adjudication (SRBA). The claim indicates your water usage is based on "Beneficial Use" or a "Statutory Claim." Water rights of this type are established by the historic use of water, dating back to when water was first used for the purpose claimed. The date of first use, known as the priority date, has not been confirmed. Proof must be provided by the claimant supporting the priority date claimed and the historic use of the water.

Enclosed you will find a computer printout of your claim and the pamphlet entitled "Evidence of Priority." The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement.

PLEASE NOTE: If no evidence is submitted, IDWR will recommend the SRBA Court decree the claim be disallowed. It will be to your advantage to provide clear and convincing evidence. If you choose to submit statements from individuals as evidence, the statement should be in the form of a notarized affidavit.

Please submit the required evidence supporting the priority date and the historic use by the date shown above, referencing all documents with the corresponding claim number. Send the documents in the enclosed envelope to assure it arrives at the correct location. If you have questions not covered by this letter or the enclosed pamphlet, please contact this office. Our toll free number is 1-800-451-4129.

If you no longer own the property to which the claim is appurtenant, please forward this correspondence to the present owner, or return it to Idaho Department of Water Resources (IDWR). If you have received this correspondence from the previous owner of the property, it is recommended that you file a Change of Ownership form with IDWR in order to receive future mailings and to participate in the adjudication.

Sincerely,

Roxanne Brown
Sr. Water Resource Agent
Adjudication Bureau

Enclosures

SCANNED

JUL 25 2005

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLSIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 75-4078X
Date Received: 10/8/2003
Receipt No:
Received By:NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

STEPHEN NICHOLSON REVOCABLE TRUST Phone: 970 8849306
949 5TH AVE
DURANGO CO USA 81301SUSAN COOK TRUST Phone: 970 884 259-1069
949 5TH AVE
DURANGO CO USA 81301

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 HEADGATE AND DITCHES WITH PUMP AND SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.35	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
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12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

PROPERTY AKA LOT 12 CHINOOK SUBDIVISION

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 75-4078U

15. Basis of Claim: Beneficial Use

75-4078X

11/03/2003

2

SCANNED

JUL 25 2005

Claim # 75-04078 Y July 18, 2005

Dear Ms Brown or To whom it may concern

RECEIVED
JUL 22 2005
DEPARTMENT OF
WATER RESOURCES

Enclosed is the Deed or Decree
declaring that this Tract of Land which

I, Stephen Nicholson (Revocable Trust) and Susan

Cook (Revocable Trust) presently own has
FOR Beneficial Use
water rights¹ dating back to May 11, 1893.

I was assured by Sally (a very helpful lady)
after review by specialists in your office
that this was what was needed. Also included
is a copy of our claim to a water right dated
10/8/2003, 2 pages of the closing statement
showing that the water rights were transferred
to us, and a copy of the letters sent to us by the
Department of Water Resources w/ the claim #.
If anything else is needed please advise us immediately
as time is short

Sincerely,
Stephen Nicholson
(970-884-9306)

SCANNED

JUL 25 2005

Geo. S. Shoup

STATE OF IDAHO
COUNTY OF LEMHI
I, 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 HEREUNTO SET MY HAND
AND AFFIXED MY OFFICIAL SEAL THIS 11th DAY
OF July YEAR 2005
TERRI J. MORTON, CLERK
BY [Signature] DEPUTY

Next lands & premises shall come, Shewing:
Affidavit No 21,571

Whereas George S. Shoup of Lemhi County, Idaho, has deposited in the General Land Office of the United States as Register of the Lands Office at Boise, 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, 1820, entitled "An Act making further provision for the sale of the Public Lands and the acts supplementary thereto," for

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 numbers: four; five; six; seven; eight; nine; eleven and thirteen of Section six, and the following 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 Official Plat of the Survey of the said lands, returned to the General Land Office by the Surveyor General, which said East has been purchased by the said George S. Shoup

Now knowing, that the United States of America, in consideration of the premises, lands 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 we have and to hold the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, unto the said George S. Shoup and to his heirs and assigns forever; subject to any valid and accorded 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 the proprietors of said water to extract and remove the same 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, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed;

Given under 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

By the President: Benjamin Harrison
By G. Magranda East Secretary
Recorded Vol. 2 Page 57, A. D. Roberts, Recorder of the General Land Office

Recorded at the request of Geo. S. Shoup May 11th 1893 at 4.5 minutes past 10 o'clock A.M. in Book 6 of Platted page 17 Records of Lemhi County, Idaho.

Page 4 of 5: Purchase and Sale Agreement for Vacant Land

PROPERTY ADDRESS:

Lot #12 Chinook Meadows

ID#

	BUYER	SELLER	Shared Equally	Not Applicable		BUYER	SELLER	Shared Equally	Not Applicable
Appraisal Fee				X	Environmental Inspection (Level 1)				X
Zoning Variance				X	Environmental Inspection (Level 2)				X
Closing Escrow Fee			X		Environmental Inspection (Level 3)				X
Survey				X	PERC Test		X		
Flood Certification/Tracking Fee			X		Water Rights			X	
Soil(s) Test(s)				X	Long Term Escrow Fees				X
Hazardous Waste Report(s)				X	Title Insurance: Standard Owner's Policy		X		
Attorney Contract Preparation Fee				X	Title Insurance: Extended Lender's Policy				X
Water Rights Transfer Fee			X		Title Insurance: Extended Owner's Policy				X

BUYER will have until August 12, 2002 (Date) at Noon ☐ am ☐ pm to satisfy or waive any and all conditions and/or contingencies.

20. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument.

21. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

22. **FACSIMILE TRANSMISSION:** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

23. **DEFAULT: IF BUYER defaults** in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. **IF SELLER defaults**, having approved said sale and fails to consummate the same as herein agreed, BUYER's Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

24. **SALES PRICE INFORMATION:** SELLER and BUYER hereby grant permission to the brokers and either party to this Agreement, to disclose sale data from this transaction, including selling price and property address to the local Association / Board of REALTORS®, its members, its members' prospects, appraisers and other professional users of real estate sales data. The parties to this Agreement acknowledge that sales price information compiled as a result of this Agreement may be provided to the County Assessor's Office by either party or by either party's Broker.

25. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

26. **CLOSING:** Closing shall occur on or before August 30 (Date) at Noon ☐ am ☐ pm, or as soon thereafter as financing documents can be prepared and marketable title delivered, but not to exceed 3 business days. This extension is not available if financing documents are prepared and marketable title can be delivered on or before the specific closing date. The terms "closing," "closed," or "closing date" shall mean when the deed or contract is recorded and funds are available to the SELLER. SELLER and BUYER acknowledge that, for closing to occur by the date specified, it may be necessary to execute documents and deposit funds in escrow prior to that date. The parties agree that the "closing agency" for this transaction shall be

20N

22E 6

SW

SE

13

IRRIGATION 16

Section Acres 16

Total Acres 16

SCANNED

JUL 25 2005

Page 2 of 5: Purchase and Sale Agreement for Vacant Land

PROPERTY ADDRESS:

Lot #12 Chinook Meadows

ID#

64 **6. INSPECTION:** BUYER chooses ☒ to have inspection; or ☐ not to have inspection. If BUYER chooses not to have inspection skip lines 70-113.
 65 BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within _____ 3 _____
 66 business day(s) of acceptance, complete these inspections and give to SELLER written notice of items disapproved of. BUYER is strongly advised to
 67 exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire property.
 68 BUYER'S acceptance of the condition of the property is a contingency of this Agreement.
 69

SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

71 1. If BUYER does not, within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall conclusively be deemed to
 72 have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c)
 73 assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or
 74 correct.

75 2. If BUYER does, within the strict time period specified give to SELLER written notice of items disapproved of, BUYER shall provide to SELLER pertinent
 76 section(s) of written inspection reports. SELLER shall have _____ 3 _____ business day(s) in which to respond in writing. The SELLER, at their option, may
 77 correct the items as specified by the BUYERS in their letter or may elect not to do so. If the SELLER agrees to correct the items asked for in the BUYERS
 78 letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove the BUYER'S inspection contingency.

79 3. If the SELLER elects not to correct the disapproved items, then the BUYER(S) have the option of either continuing the transaction without the SELLER
 80 being responsible for correcting these deficiencies or giving the SELLER written notice within _____ 3 _____ business days that they will not continue with the
 81 transaction and will receive their Earnest Money back.

82 4. If SELLER does not respond within the strict time period specified, BUYER shall have the right to cancel this agreement in writing.

83 5. If BUYER does not give such written notice of cancellation within the strict time period specified, BUYER shall conclusively be deemed to have elected to
 84 proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
 85 SELLER shall make the property available for all inspections. BUYER shall keep the property free and clear of liens; indemnify and hold SELLER harmless
 86 from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any
 87 governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law.
 88

89 **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS**
 90 **AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:**

91 **A. SIZE:** Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not
 92 be verified and should not be relied upon by BUYER.)

93 **B. LINES AND BOUNDARIES:** Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed
 94 barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)

95 **C. ZONING AND LAND USE:** Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances,
 96 referendums, initiatives, votes, applications and permits affecting the current use of the property. BUYER'S intended use of the property, future
 97 development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of
 98 permits, zoning or code compliance; the parties are to satisfy themselves concerning these issues.

99 **D. UTILITIES AND SERVICE:** Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water,
 100 electricity, gas, telephone, cable TV and drainage.

101 **E. UTILITIES, IMPROVEMENTS & OTHER RIGHTS:** SELLER represents that the property does have the following utilities, improvements, services
 102 and other rights available (describe availability): irrigation rights, power and phone are run along the roadway
 103

104
 105
 106
 107 **F. HAZARDOUS MATERIALS:** The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous
 108 materials or undesirable substances, and no representations, either expressed or implied, have been or will be made with respect to the existence
 109 or non-existence of such materials on the property. BUYERS who are concerned about the presence of such materials should have the property
 110 inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with
 111 respect to the condition of the property that are not contained in this Agreement or in any disclosure statements.

112 **G. TAX LIABILITY:** The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the
 113 Broker with respect to the effect of this transaction upon BUYER'S or SELLER'S tax liability.
 114

115 **7. TITLE CONVEYANCE:** Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except
 116 for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental
 117 unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase
 118 money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist
 119 unless otherwise specified in this Agreement.
 120

8. TITLE INSURANCE:

121 **(A) TITLE COMMITMENT:** Prior to closing the transaction, ☒ SELLER or ☐ BUYER shall furnish to BUYER a commitment of a title
 122 insurance policy showing the condition of the title to said premises. BUYER shall have _____ business day(s) from receipt of the commitment or
 123 not less than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the commitment. If
 124 BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said premises is
 125 not marketable, or cannot be made so within _____ 3 _____ business day(s) after notice containing a written statement of defect is delivered to SELLER,
 126 BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and
 127 legal fees, if any.
 128

BUYER and SELLER acknowledge receipt of copy of this page, which constitutes Page 2 of 5 Pages.

BUYER's Initials (_____) Date _____ SELLER's Initials (_____) Date _____

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Vacant Land Form Revised 11/01 PAGE 2 of 5

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SCANNED

JUL 25 2005



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 4, 2003

SUSAN COOK TRUST
STEPHEN NICHOLSON TRUST
949 5TH AVE
DURANGO CO 81301

RE: CHANGE IN OWNERSHIP FOR 75-4078U

Dear Sir or Madam:

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

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

75-4078U split into:

75-4078V, Lots 14, 15, 16, 25, 26; 29 acres, 0.64 cfs,
Doubletree/Miltal

75-4078W, Lots 9, 10, 11; 14 acres, 0.31 cfs, Foster

75-4078X, Lot 12; 16 acres, 0.35 cfs, Cook Trust/Nicholson Trust

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 Crabtree

Technical Records Specialist

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

RECEIVED

SEP 20 2002

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	75-40784	☒			

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Miltal Inc., & Doubletree Corp
7380 SW 102, Beaverton OR 97008
4. New Owner/Claimant(s) Susan Cook Trust and Stephen Nicholson Revocable
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or Trust
 New Mailing Address 949 5th Ave
 City, State and ZIP Code Durango CO 81301
 New Telephone Number (970) 289-1069
5. Date you acquired the property 8/30/2002

STATE OF Oregon

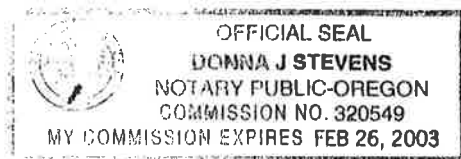
County of Multnomah --ss

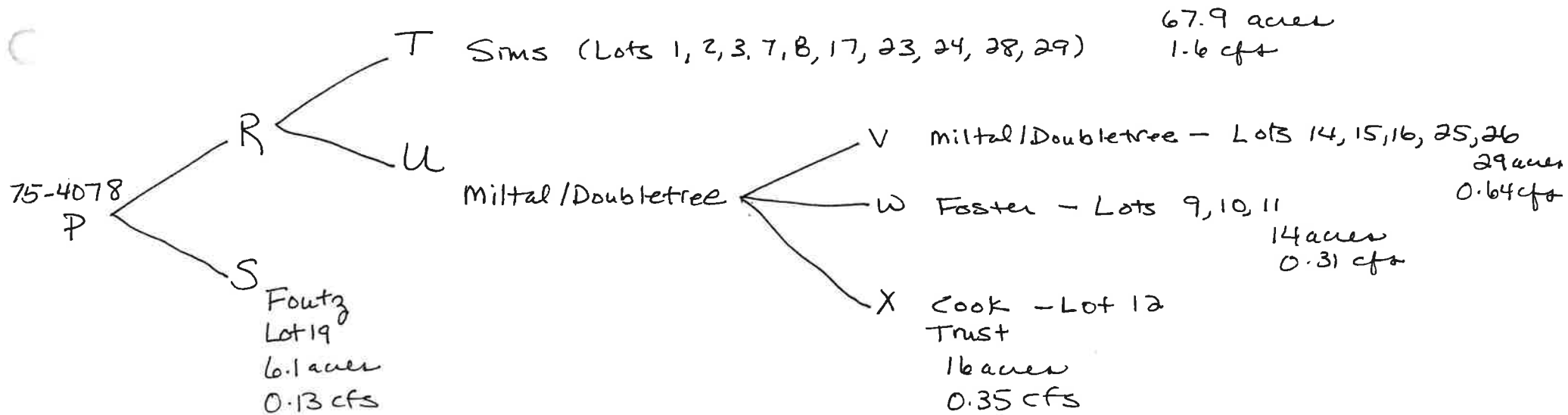
On this 28th of August 2002 before me, the undersigned, a Notary Public in and for said state, personally appeared DAVID A. ASSON known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of W. DON MILLER, known to me to be the President of Miltal Inc., and acknowledged to me that he subscribed the name of W. Don Miller as president of Miltal Inc., thereto as principal, and his own name as attorney in fact.

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

Donna J Stevens

Notary Public for Oregon residing at Portland
My commission expires: 2/26/2003





CORPORATION DEED

For Value Received MILTAL, INC., A WASHINGTON CORPORATION

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto

SUSAN COOK TRUST DATED APRIL 28, 1994 and
STEPHEN NICHOLSON REVOCABLE TRUST DATED JUNE 16, 1993

whose current address is

949 5th Ave.,
Durango CO 81301

the following described real estate, to-wit:

All of Grantor's interest in and to the following:

Lot 12 in Chinook Subdivision, according to the official plat thereof filed in Book 5 of Plats at Page No. 29 official records of Lemhi County ID and amended in Book 6 of Plats at Page NO. 30.

The above conveyance is made free and clear of all other encumbrances except: Rights of way and easements, reservation in Federal patents and state deeds, or other restrictions imposed by law, building and use restrictions of records, building and zoning regulations and ordinances of any governmental unit whether of sight or of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, ^s
their heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this

State of Idaho)
County of Latah) SS No. _____

This instrument was filed for record at the request of Alisona J. Jett
at 12:12 o'clock pm 9/15 2002
and duly filed and indexed in the records of Latah
County Terri J. Morton
Ex-Officio Recorder
By Suzanne Pennington 09/14
Pos 600
Return to AT

MILTAL, INC,
a Washington Corporation

By W. Don Miller
W. DON MILLER PRESIDENT.

ATTEST:


JACK W. TALBOT SECRETARY.

STATE OF IDAHO, COUNTY OF Mullum -- xx
ON THIS 28th day of August ~~19~~ 2002
before me, a notary public in and for said State, personally appeared

JACK W. TALBOT and
known to me to be
the President and Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
DONNA J STEVENS
NOTARY PUBLIC-OREGON
COMMISSION NO. 320549
MY COMMISSION EXPIRES FEB 26, 2003

Residing at _____
Comm. Expires 2/26/2003

CORPORATION DEED

For Value Received DOUBLETREE ADVANTAGE CORP,
an Oregon Corporation,

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby
Grant, Bargain, Sell and Convey unto

SUSAN COOK TRUST DATED APRIL 28, 1994 and
STEPHEN NICHOLSON REVOCABLE TRUST DATED June 16, 1993

whose current address is

949 5th Ave.,
Durango CO 81301

the following described real estate, to-wit:

All of Grantor's interest in and to the following:

Lot 12 in Chinook Subdivision, according to the official
plat thereof filed in Book 5 of Plats at Page No. 29
official records of Lemhi County, Id, and amended in Book 6
of Plats at Page No. 30.

The above conveyance is made free and clear of all other
encumbrances except: Rights of way and easements, reservation
in Federal patents and state deeds, or other restrictions
imposed by law, building and use restrictions of records,
building and zoning regulations and ordinances of any
governmental unit whether of sight or of record.

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

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has
caused its corporate name to be hereunto subscribed by its President and its corporate seal to be
affixed by its Secretary this 28th day of August, 2002

By David A. Asson
DOUBLETREE ADVANTAGE CORP
An Oregon Corporation
DAVID A. ASSON PRESIDENT

ATTEST: David A. Asson
DAVID A. ASSON SECRETARY

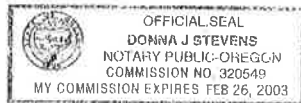
OREGON

STATE OF ~~OREGON~~ IDAHO, COUNTY OF Multnomah
ON THIS 28th day of August, 2002

before me, a notary public in and for said State, personally appeared
DAVID A. ASSON and
DAVID A. ASSON, known to me to be
the President and Secretary of the corporation that caused this in-
strument or the persons who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed
the same.

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

Donna J. Stevens
Residing at Patton
Comm. Expires 2/26/2003
Notary Public
OREGON, Idaho



State of Idaho)
County of Lemhi) BS No. 287723

This instrument was filed for record at the request
of William J. Mc
at 2:11 o'clock pm 9/5, 2002
and duly filed and indexed in the records of Lemhi
County

Trent J. Morton
Ex-Officio Recorder
By Donna J. Stevens Deputy
Fee 3.00
Return to PT

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 75-4078X
Date Received: 10/8/2003
Receipt No:
Received By:

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

1. Name of Claimant(s)

STEPHEN NICHOLSON REVOCABLE TRUST Phone:
949 5TH AVE
DURANGO CO USA 81301

SUSAN COOK TRUST Phone:
949 5TH AVE
DURANGO CO USA 81301

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 HEADGATE AND DITCHES WITH PUMP AND SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.35	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
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20N	22E	6	SW	SE	13	IRRIGATION	16
Section Acres							16
Total Acres							16

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:

PROPERTY AKA LOT 12 CHINOOK SUBDIVISION

THIS RIGHT IS A SPLIT FROM FORMER RIGHT 75-4078U

15. Basis of Claim: Beneficial Use

Lot 12

Chinook Subdivision



0.1 0 0.1 0.2 Miles

 GCDB20N22E GCDB
 75-4078.shp

