

03/21/2006

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

RIGHT NUMBER: 75-10158

NAME AND ADDRESS: RAMS HEAD LODGE INC
PO BOX 774
SALMON ID 83467

SOURCE: SALMON RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.040 CFS

PRIORITY DATE: 06/01/1965

POINT OF DIVERSION:

T23N R17E S21 NWSW 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	0.040 CFS

PLACE OF USE: IRRIGATION Within LEMHI County

T23N R17E S21	NESW	0.50	T23N R17E S21	NWSW	1.00
---------------	------	------	---------------	------	------

1.5 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

Right includes accomplished change in source pursuant to Section 42-1425, Idaho Code.

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.



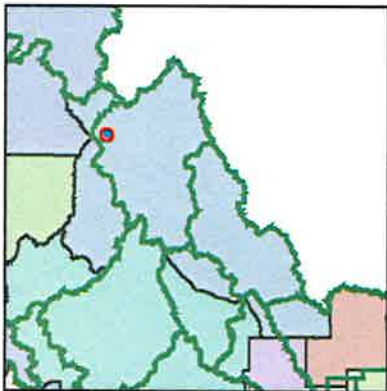
Idaho Department of Water Resources

Adjudication Claim:

75-10158

Legend

-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Lemhi County
IDWR Basin 75



0 0.1 0.2 Miles

A scale bar with three segments, corresponding to 0, 0.1, and 0.2 miles.

Prepared by Kenneth Knoblock
On Tuesday, March 21, 2006
1987/88 Aerial Photography



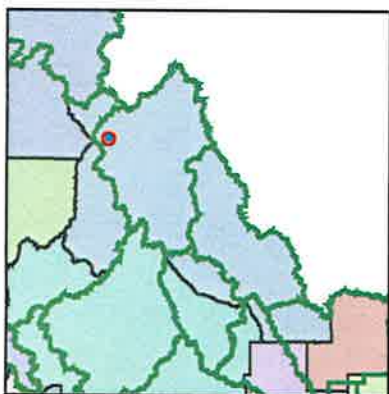
Idaho Department of Water Resources

Adjudication Claim:

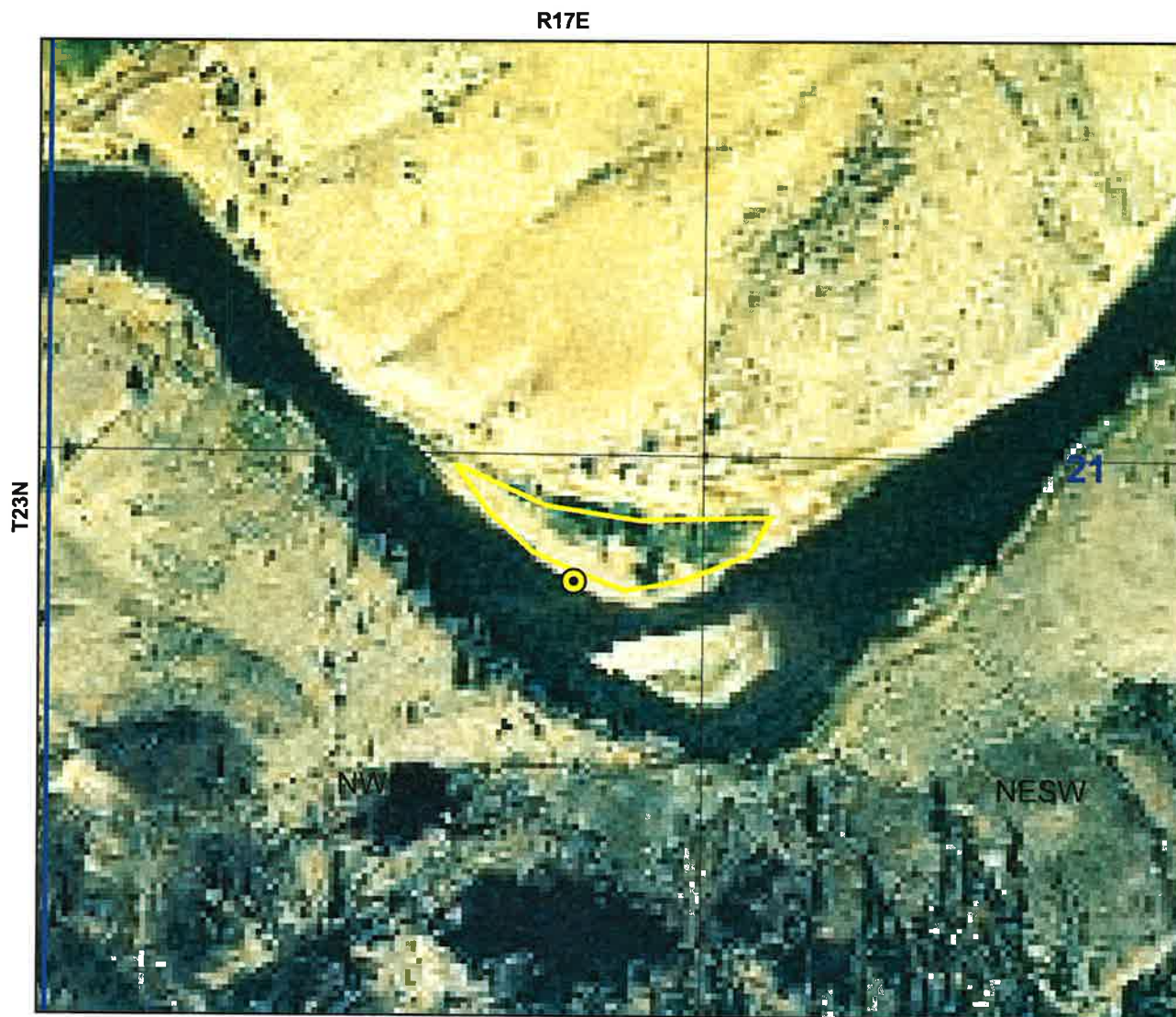
75-10158

Legend

-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Lemhi County
IDWR Basin 75



0 0.1 0.2 Miles



Prepared by Kenneth Knoblock
On Tuesday, March 21, 2006
1987/88 Aerial Photography

R17E



DAY, RONALD & MERLE TRUST
AUSTIN, DAVID W.
CORN, HARRY E.

CHILD, DOROTHY G.
SMITH, AUBREY E.

Road Cafe

motel

Sec
21

Pump
out of
River
Irrigation

well
pump
Domestic

T
23
N

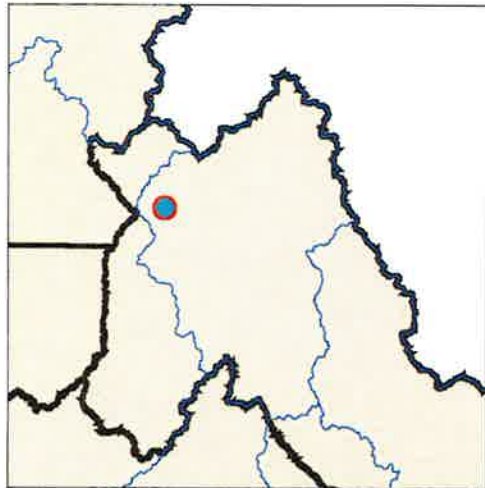
Idaho Department of Water Resources



Adjudication Claim Number:

75-10158

*If this is
the center of
Sec 21, were
O.K.*



Legend

-  PLS Sections
-  Quarter Quarters



0 0.1 0.2 Miles

Prepared by M. Vanbussum
On Friday, May 13, 2005
1991 Aerial Photography

*If this is, were
lost*

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: 75-10158

RAMS HEAD LODGE INC

PO BOX 774

SALMON ID 83467

Telephone Number: (208)756-0070

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: 11-30-06

SIGNATURE: *Mike Whitmore*

Please print your name: Mike Whitmore

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

SCANNED
DEC 12 2006

RECEIVED
DEC 11 2006
IDWR/North

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

CLAIM NO(s). A75-10158

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: Salmon River for irrigation. Pump for domestic

4. ☐ No Change — POINT OF DIVERSION GPS 045 - domestic
☐ Point of diversion is different than the claim and/or new P/D's: GPS 046 - irrigation
GPS Site Tag No.: A0014991 A0014922

Township 23N Range 17E Section 21 1/4 NE 1/4 NW 1/4 SW
Township _____ Range _____ Section _____ 1/4 1/4 1/4

5. ☐ No Change - DESCRIPTION OF DIVERTING WORKS
☐ Incomplete description, list below:

Pumps to pipe

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

A back fire burned the spring head across the river, so they put in a well on north side of river for domestic and pump out of river with a second pump for irrigation. The Rams Head Lodge is also

☐ SYSTEM DIAGRAM INCLUDED

☐ NA

☐ Shown on GIS Layout

☐ CK IF IN OFFICE EXAM

DATE EXAM CONDUCTED: _____

FIELD EXAMINER: _____

Print Name

Jack F. Ellis

Signature

75-10158

RECEIVED

JUL 26 2005

DEPARTMENT OF
WATER RESOURCES

WARRANTY DEED

FOR VALUE RECEIVED, DAVID D. MARLER and KAREN A. MARLER, husband and wife, and CHRISTOPHER POWELL and PAMELA POWELL, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto RAM'S HEAD LODGE, INC., an Idaho corporation, whose current address is P.O. Box 774, Salmon, ID 83467, the Grantee, the following described premises, in Lemhi County, Idaho, to-wit:

A parcel of land located in M.S. 2794, T. 23 N., R. 17 E., unsurveyed, B.M., Lemhi County, Idaho, more particularly described as follows:

Commencing at Corner No. 8, M.S. 2794, a distance of 201.51 feet on a bearing of S. 0°38'37" E. along the east boundary of said M.S. 2794 to the REAL POINT OF BEGINNING.

Thence S. 0°38'37" E., 451.10 feet to corner No. 1;

Thence N. 59°10'25" W., 470.60 feet along the south boundary of M.S. 2794;

Thence N. 62°14'58" E., 450.90 feet to the REAL POINT OF BEGINNING.

SUBJECT TO:

Right of way for the Salmon River Road No. 60,030 running through the above described property.

TOGETHER WITH all water, water rights, ditches and ditch rights appurtenant thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, its heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: 12-8-97, 1997.

David D. Marler
David D. Marler

Karen A. Marler
Karen A. Marler

Christopher Powell
Christopher Powell

Pamela Powell
Pamela Powell

State of Idaho)
County of Lemhi) SS No. 235307
This instrument was filed for record at the request
of Lemhi Title
at 11:11 o'clock Am 12-10 19 97
and duly filmed and indexed in the records of Lemhi
County

Alberta Wiederrick
Ex-Officio Recorder
by Lori J. Morton Deputy
e 800

STATE OF IDAHO)
) SS
County of Lemhi)

On this 9th day of December, 1997, before me, a Notary Public in and for said State, personally appeared DAVID D. MARLER and KAREN A. MARLER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.



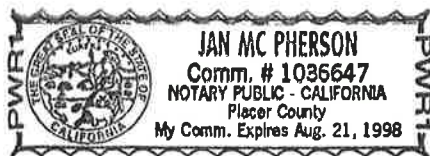
[Signature]
Notary Public for Idaho
Residing at Salmon, Idaho
Commission Expires: 1/10/98

California
STATE OF ~~IDAHO~~)
) SS
Placer
County of ~~Lemhi~~)

On this 8th day of December, 1997, before me, a Notary Public in and for said State, personally appeared CHRISTOPHER POWELL and PAMELA POWELL, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.

[Signature]
Notary Public for ~~Idaho~~ California
Residing at ~~Salmon, Idaho~~ Auburn, CA
Commission Expires: Aug. 21, 1998



WARRANTY DEED

THIS INDENTURE, Made this 15th day of December
in the year of our Lord one thousand nine hundred and seventy-two, between
SALMON RIVER PROPERTIES, a partnership
of , County of Lemhi State of Idaho ,
the parties of the first part, and
SALMON RIVER PROPERTIES, INC., a Nevada Corporation
of , County of State of ,
the party of the second part.

WITNESSETH, That the said part of the first part, for and in consideration of the sum
of ---ONE DOLLAR (\$100) and the clearance of title-----DOLLARS,
lawful money of the United States of America,

to them in hand paid by the said
party of the second part, the receipt whereof is hereby acknowledged, have granted, bar-
gained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the
said party of the second part, and to their heirs and assigns forever, all of the following
described real estate, situated in County of Lemhi, State
of Idaho, to-wit:

The following described real property situated in the County of
Lemhi, commonly known as the Scheffman, Twin Peaks, Carter, Kilpatrick,
J. L. Carter, and Ken Carter tracts, being 2,351.72 acres, more or
less, being more particularly described in Exhibit "1", hereto, and
made a part hereby by reference as set forth at this point in full.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto
belonging or in anywise appertaining, the reversion and reversions, remainder and remainders,
rents issues and profits thereof; and all estate, right, title and interest in and to the said property,
as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises,
together with the appurtenances, unto the party of the second part, and to their heirs
and assigns forever and the said parties of the first part, and their heirs, the said prem-
ises in the quiet and peaceful possession of the said party of the second part their heirs
and assigns, against the said parties of the first part, and their heirs, and against all and
every person and persons whomsoever, lawfully claiming or to claim the same shall and will
WARRANT and by these presents forever DEFEND.

SCANNED

1111 7 6 2005

Lots Six (6) and Seven (7) of Section Twenty-three (23) in Township Nineteen (19) North of Range Twenty-one (21) East of the Boise Meridian, Idaho.

The Southwest Quarter of the Southeast Quarter ($SW\frac{1}{4}SE\frac{1}{4}$), the East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$), the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$), of Section Twenty-eight (28), the North Half of the Northeast Quarter ($N\frac{1}{2}NE\frac{1}{4}$) of Section Thirty-three (33); the Northwest Quarter of the Southeast Quarter ($NW\frac{1}{4}SE\frac{1}{4}$); the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$); the South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$) of Section Twenty-eight (28). The Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}SW\frac{1}{4}$), the Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$) of Section Twenty-seven (27). The Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4}SE\frac{1}{4}$) and the East Half of the Northeast Quarter ($E\frac{1}{2}NE\frac{1}{4}$) and the Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) of Section Twenty-eight (28), all in Township Nineteen (19) North, Range Twenty-one (21) East of the Boise Meridian.

All of Lot Seven of Section Twenty-seven (27), Township Nineteen (19) North, Range Twenty-one (21) East of the Boise Meridian, excepting therefrom:

Beginning at a point of what will be, if surveyed and measured the northeast corner of the southeast quarter of the southwest quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of said Section Twenty-seven (27); running thence South along said forty line to the southeast corner of said southeast quarter of the southwest quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of said Section Twenty-seven (27); running thence East to the Salmon River; running thence down along the bank of the Salmon River to a point where the river crosses the south line of the northwest quarter of the southeast quarter ($NW\frac{1}{4}SE\frac{1}{4}$) of said Section Twenty-seven (27); running thence west along the said line to the point of beginning.

Lots Three (3), Five (5) and Eight (8) and the Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) of Section Three (3) in Township Eighteen (18) North of Range Twenty-one (21), East of the Boise Meridian.

Also, the Lot One (1) of Section Five (5), and the Lot Four (4) of Section Four (4), in Township Eighteen (18) North of Range Twenty-one (21), East of the Boise Meridian, and the Southeast Quarter of the Southeast Quarter ($SE\frac{1}{4}SE\frac{1}{4}$) and the West Half of the Southeast Quarter ($W\frac{1}{2}SE\frac{1}{4}$) of Section Thirty-two (32), in Township Nineteen (19) North of Range Twenty-one (21), East of the Boise Meridian.

Also, Lot Nine (9) of Section Three (3), and Lots Two (2), Four (4) and Five (5) of Section Ten (10), in Township Eighteen (18) North of Range Twenty-one (21), East of the Boise Meridian.

Lots One (1) and Three (3) of Section Eight (8) and the Lots Two (2) and Three (3) of Section Nine (9) in Township Seventeen (17) North of Range Twenty-one (21) East of the Boise Meridian, Idaho.

Lots numbered Three (3), Seven (7) and Eight (8) of Section Seventeen (17), and the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$) and Lots numbered Three (3) and Five (5) of Section Eighteen (18), all in Township Seventeen (17) North, Range Twenty-one (21) East of the Boise Meridian, Lemhi County, Idaho.

SCANNED

East Half ($E\frac{1}{2}$) of Section Nineteen (19); South Half of the Southwest Quarter ($S\frac{1}{2}SW\frac{1}{4}$), the Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$) and the West Half of the Northwest Quarter ($W\frac{1}{2}NW\frac{1}{4}$) of Section Twenty (20); Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Twenty-nine (29), and the North Half of the Northeast Quarter ($N\frac{1}{2}NE\frac{1}{4}$) of Section Thirty (30), all in Township Seventeen (17) North, Range Twenty-one (21), East of the Boise Meridian, Lemhi County, Idaho.

Also, Lots Six (6) and Seven (7) of Section Twenty (20), Lot Two (2) of Section Twenty-nine (29), all in Township Seventeen (17) North, Range Twenty-one (21), East of the Boise Meridian, Lemhi County, Idaho.

Lots Two (2) and Three (3), Section Twenty (20), Township Seventeen (17) North, Range Twenty-one (21), East Boise Meridian.

Together with all range and range rights, privileges and preferences by the Taylor Grazing or the United States Forest Service, and all water and water rights, ditches and ditch rights, appurtenant to said premises or used in connection therewith.

Page 2, Exhibit 1

SCANNED

JUN 26 2005

AJ0749NP
No. A75-10158

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 01/07/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	RAMS HEAD LODGE INC PO BOX 774 SALMON ID 83467 (208) 756-0070	06/01/1965	IRRIGATION	04-01 11-01	0.04 CFS	
TOTAL DIVERSION: CONSUMPTIVE USE:					0.04 CFS	3.70 AFA

Water Source: UNNAMED STREAM

Tributary to: SALMON RIVER

Stage: BENEFICIAL USE

Point(s) of Diversion: T23N R17E S21

SESW

LEMHI County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE								
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		
23N	17E	21	:					:				01	:					:						1.5
TOTAL ACRES																							1.5	

POU County: LEMHI

Non-Irrigation Uses: NONE

Other Rights: NONE

Remarks: GEN ONE ACRE BELONGS TO CLAIMANT, 1/2 ACRE IS LEASED FROM THE
SALMON NATIONAL FOREST
CHANGED OWNERSHIP PER REQUEST/JH 1-8-98

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

COPY



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

January 8, 1998

RAMS HEAD LODGE
PO BOX 774
SALMON ID 83467

RE: CHANGE IN OWNERSHIP FOR A75-10158

Dear Sirs:

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

Enclosed is a copy of the Notice(s) of Claim, 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 this Notice for your records.

Respectfully submitted,

Autumn Jones
Records Clerk

Enclosure: Notice(s) of Claim

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

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

1. Water Right Number(s) A75-10158 AND 75-07507
 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 your 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) DAVID D. MARLER AND KAREN A. MARLER

4. New Owner/Claimant(s) RAM'S HEAD LODGE, INC., an Idaho Corporation
 Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
 New Mailing Address P.O. BOX 774

 City, State and ZIP Code SALMON, IDAHO 83467
 New Telephone Number () -
5. Date you acquired the property DECEMBER 10, 1997
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 1.5 Number and type of stock _____
 Diversion rate in CFS .040-.20 Number of homes ONE Other uses 4 UNIT MOTEL & COMMERCIAL RES-
cubic feet per second TURANT
 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) *Robert E. Danner, President* Date 12/10/97
 _____ 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.

WARRANTY DEED

FOR VALUE RECEIVED, DAVID D. MARLER and KAREN A. MARLER, husband and wife, and CHRISTOPHER POWELL and PAMELA POWELL, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto RAM'S HEAD LODGE, INC., an Idaho corporation, whose current address is P.O. Box 774, Salmon, ID 83467, the Grantee, the following described premises, in Lemhi County, Idaho, to-wit:

A parcel of land located in M.S. 2794, T. 23 N., R. 17 E., unsurveyed, B.M., Lemhi County, Idaho, more particularly described as follows:

Commencing at Corner No. 8, M.S. 2794, a distance of 201.51 feet on a bearing of S. 0°38'37" E. along the east boundary of said M.S. 2794 to the REAL POINT OF BEGINNING.

Thence S. 0°38'37" E., 451.10 feet to corner No. 1;

Thence N. 59°10'25" W., 470.60 feet along the south boundary of M.S. 2794;

Thence N. 62°14'58" E., 450.90 feet to the REAL POINT OF BEGINNING.

SUBJECT TO:

Right of way for the Salmon River Road No. 60,030 running through the above described property.

TOGETHER WITH all water, water rights, ditches and ditch rights appurtenant thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, its heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: 12-8-97, 1997.

David D. Marler
David D. Marler

Karen A. Marler
Karen A. Marler

Christopher Powell
Christopher Powell

Pamela Powell
Pamela Powell

State of Idaho)
County of Lemhi

SS No. 235307

This instrument was filed for record at the request

of Lemhi Title
at 11:11 o'clock Am 12-10 1997

and duly filed and indexed in the records of Lemhi
County

Alberta Wiederrick
Ex-Officio Recorder

Terri J. Morton Deputy
800

STATE OF IDAHO)
) SS
County of Lemhi)

On this 9th day of December, 1997, before me, a Notary Public in and for said State, personally appeared DAVID D. MARLER and KAREN A. MARLER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.



[Signature]
Notary Public for Idaho
Residing at Salmon, Idaho
Commission Expires: 1/10/98

California
STATE OF ~~IDAHO~~)
) SS
Placer
County of ~~Lemhi~~)

On this 8th day of December, 1997, before me, a Notary Public in and for said State, personally appeared CHRISTOPHER POWELL and PAMELA POWELL, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.

[Signature]
Notary Public for ~~Idaho~~ California
Residing at ~~Salmon, Idaho~~ Antelope, CA
Commission Expires: Aug. 21, 1998



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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right Number(s) _____

A75-10158 AND 75-07507

(Inform) this water right
has been relinquished
RECEIVED

Adjudication Claim Number(s) _____

DEC 18 1997

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

Department of Water Resources
Eastern Region

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP 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) _____

B.D. RINEHART

4. New Owner/Claimant(s) _____

DAVID D. MARLER

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

New Mailing Address _____

R.R. NO. 2

City, State and ZIP Code _____

SHOUP, IDAHO 83469

New Telephone Number _____

(208) 394 - 2122

5. Date you acquired the property _____

FEBRUARY 12, 1991

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 1.5, 2.0 Number and type of stock _____

Diversion rate in CFS .040
cubic feet per second

Number of homes ONE

Other uses 4 UNIT MOTEL & COMMERCIAL RES-
TURANT

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) _____

Date 12/4/97

Date _____

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

RE-RECORDED

WARRANTY DEED

For Value Received

BILL D. RINEHART and JOYCE D. RINEHART,
husband and wife,

the grantor s, do hereby grant, bargain, sell and convey unto

DAVID D. MARLER and KAREN A. MARLER, an undivided 50% interest, and
ROBERT L. HAGOOD, an undivided 25% interest, and
BARBARA J. MEYER, an undivided 25% interest,
the grantees, the following described premises, in Lemhi

County Idaho, to wit:

A PARCEL OF LAND LOCATED IN LEMHI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
BEGINNING AT CORNER NO. 1 OF THE DAISY PLACER CLAIM, MINERAL SURVEY
NO. 2794 (N. 52° 12' E., 102,22992 METERS FROM U. S. LOCATION MONUMENT
NO. 2794), AND RUNNING THENCE N. 59° 35' W., ALONG LINE 1-2, 76.20000
METERS; THENCE N. 89° 05' E., 64.80048 METERS TO LINE 8-1; THENCE
S. 01° 19' E. ALONG LINE 8-1, 39.62400 METERS, TO THE POINT OF BEGINNING,
IN THE NW¼ OF SECTION 21, TOWNSHIP 23 N., RANGE 17 E.; BOISE MERIDIAN,
IDAHO.

THE FOLLOWING DESCRIPTION IS THE CORRECT DESCRIPTION AND WILL REPLACE THE ONE
AS WRITTEN ABOVE:

A parcel of land located in M. S. 2794, T. 23 N., R. 17 E., Unsurveyed, B. M., Lemhi
County, Idaho, more particularly described as follows:

Commencing at Corner No. 8, M. S. 2794, a distance of 201.51 feet on a bearing
of S. 0° 38' 37" E., along the East boundary of said M. S. 2794 to the REAL POINT
OF BEGINNING.

Thence S. 0° 38' 37" E., 451.10 feet to Corner No. 1;

Thence N. 59° 10' 52" W., 470.60 feet along the South boundary of said M. S. 2794;

Thence N. 62° 14' 58" E., 450.95 feet to the REAL POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantor s do hereby covenant to
and with the said Grantees, that they are the owners in fee simple of said premises; that they
are free from all incumbrances except the lien for taxes for the current year,
any liens and encumbrances of record on this date, and any liens or
encumbrances suffered or created by Grantees prior to the date hereof,

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: February 12th, 1991.

BILL D. RINEHART

JOYCE D. RINEHART

STATE OF IDAHO, COUNTY OF Lemhi

On this 12th day of Feb., 1991,
before me, a notary public in and for said State, personally
appeared

BILL D. RINEHART and
JOYCE D. RINEHART

Known to me to be the persons whose names are
described in the within instrument, and acknowledged
to me that they executed the same.

Notary Public

Residing at Salmon, Idaho
Comm. Expires

STATE OF IDAHO, COUNTY OF Lemhi

I hereby certify that this instrument was filed for re-
cord at the request of Lemhi Title & Abstract Co.

at 1:25 minutes past 1 o'clock p.m.,
this 12th day of February,
1991, in my office, and duly recorded in Book
of Deeds at page

Alberta Lindrick
Ex-Officio Recorder

By Leanne Schaefer Deputy.

Book 8-3-00
Map to

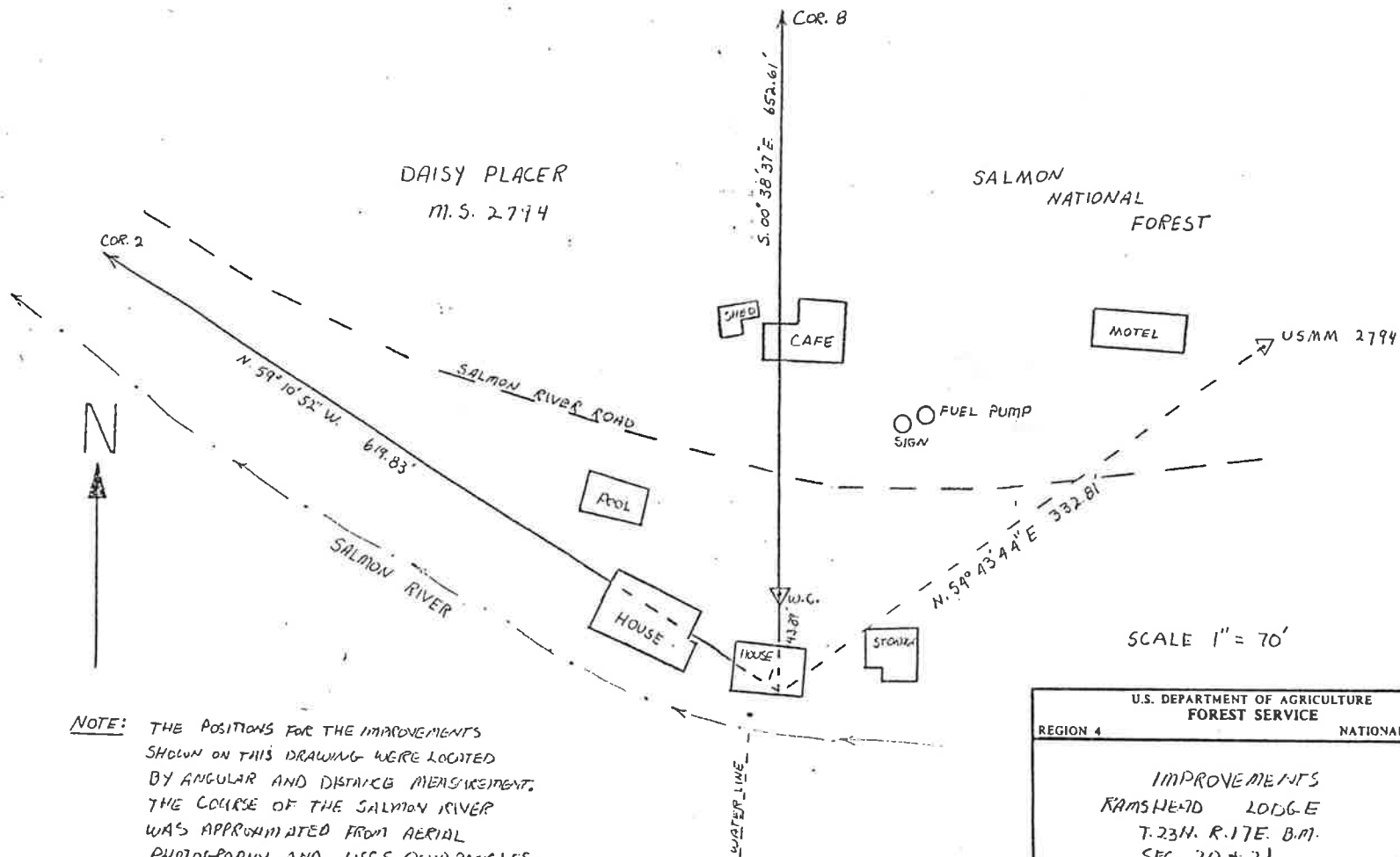
INSTRUMENT NO.

209807

IDAHO

INSTRUMENT NO.

209616



NOTE: THE POSITIONS FOR THE IMPROVEMENTS SHOWN ON THIS DRAWING WERE LOCATED BY ANGULAR AND DISTANCE MEASUREMENT. THE COURSE OF THE SALMON RIVER WAS APPROXIMATED FROM AERIAL PHOTOGRAPHY AND USGS QUADRANGLES.

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE	
REGION 4	NATIONAL FOREST
IMPROVEMENTS RAMSHEAD LODGE T. 23N. R. 17E. B.M. SEC. 20 + 21 UNSURVEYED	
SURVEYED BY: <u>PIKALIS</u>	DATE: <u>1961</u>
APPROVED: <u>FOREST ENGINEER</u>	DATE: <u>1961</u>
APPROVED: <u>FOREST SUPERVISOR</u>	DATE: <u>1961</u>
DRAWN: <u>1/11</u>	CHECKED: <u>1/11</u>
SHEET <u>1</u> OF <u>1</u> DRAWING NO. <u> </u>	

R4-7100-78F 3/71



State of Idaho

DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

MAY 6, 1991

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

ROBERT L HAGOOD
BARBARA MEYER
DAVID MARLER
KAREN MARLER
RR 2
SHOUP ID 83469

RE: CHANGE OF OWNERSHIP FOR A75-10158

Dear Robert:

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

Enclosed is a typed Notice with your names shown as the current owners. 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 this Notice for your records.

Respectfully submitted,

Ernest Carlsen
Adjudication Supervisor

EC:jt

Enclosure: Printed Notice of Claim

File: "P"

MICROFILMED

DEC 15 1992

THIS DEED OF TRUST, Made this 12TH day of FEBRUARY, 1991
 BETWEEN DAVID D. MARLER and KAREN A. MARLER, husband and wife, and
 ROBERT L. HAGOOD and BARBARA J. MEYER, herein called GRANTOR,
 whose address is Rural Route #2, Shoup, Idaho 83469
 LEMHI TITLE & ABSTRACT COMPANY, INC., an Idaho Corporation, herein called TRUSTEE, and
 BILL D. RINEHART and JOYCE D. RINEHART, herein called BENEFICIARY.
 WITNESSETH: The 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:

A PARCEL OF LAND LOCATED IN LEMHI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
 BEGINNING AT CORNER NO. 1 OF THE DAISY PLACER CLAIM, MINERAL SURVEY
 NO. 2794 (N. 52° 12' E., 102,22992 METERS FROM U. S. LOCATION MONUMENT
 NO. 2794), AND RUNNING THENCE N. 59° 35' W., ALONG LINE 1-2, 76.20000
 METERS; THENCE N. 89° 05' E., 64.80048 METERS TO LINE 8-1; THENCE
 S. 01° 19' E. ALONG LINE 8-1, 39.62400 METERS, TO THE POINT OF BEGINNING,
 IN THE NW¼ OF SECTION 21, TOWNSHIP 23 N., RANGE 17 E., BOISE MERIDIAN,
 IDAHO.

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 SEVENTY THOUSAND Dollars, (\$ 70,000.00),

final payment due February 12, 2001

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 instru-
 ments 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 Bene-
 ficiary, 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 performed and materials furnished therefor; to comply with all laws affecting said property or requir-
 ing 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, fumigate, prune and do all other acts which from the
 character or use of said property may be reasonably necessary, the specific enumerations herein not excluding 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 determine, 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 Bene-
 ficiary 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 pay-
 ment 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 ten per cent per annum.

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 pur-
 porting 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 Bene-
 ficiary 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.

MICROFILMED

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 eight per cent per annum; 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 feminine 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.

DAVID D. MARLER

KAREN A. MARLER

ROBERT L. HAGOOD

BARBARA J. MEYER

STATE OF CA COUNTY OF Santa Clara

On this 12th day of Feb., 1991,

before me, a Notary Public in and for said State, personally

appeared David D. Marler &

Karen A. Marler

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

Notary Public, Residing at



DEED OF TRUST WITH POWER OF SALE

GRANTOR LEMHI TITLE & ABSTRACT CO. TRUSTEE

BENEFICIARY

19

State of Idaho) County of Lemhi

209617

This instrument was filed for record at the request of Lemhi Title & Abstract Co. at 1:36 o'clock p.m. February 13, 1991 and duly filed and indexed in the records of Lemhi County

Alberta Wladarriak

By Deanne Shays Deputy

Fees: \$6.00

STATE OF IDAHO, COUNTY OF LEMHI ON THIS 12th DAY OF FEBRUARY, 1991, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

ROBERT L. HAGOOD AND BARBARA J. MEYER

KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC

RESIDING AT SALMON, IDAHO

OF FURTHER AND/OR THIS REQUEST

assigned or transferred.

WARRANTY DEED

For Value Received

BILL D. RINEHART and JOYCE D. RINEHART,
husband and wife,
the grantors, do hereby grant, bargain, sell and convey unto
DAVID D. MARLER and KAREN A. MARLER, an undivided 50% interest, and
ROBERT L. HAGOOD, an undivided 25% interest, and
BARBARA J. MEYER, an undivided 25% interest,
the grantees, the following described premises, in Lemhi
County Idaho, to wit:

A PARCEL OF LAND LOCATED IN LEMHI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
BEGINNING AT CORNER NO. 1 OF THE DAISY PLACER CLAIM, MINERAL SURVEY
NO. 2794 (N. 52° 12' E., 102,22992 METERS FROM U. S. LOCATION MONUMENT
NO. 2794), AND RUNNING THENCE N. 59° 35' W., ALONG LINE 1-2, 76.20000
METERS; THENCE N. 89° 05' E., 64.80048 METERS TO LINE 8-1; THENCE
S. 01° 19' E. ALONG LINE 8-1, 39.62400 METERS, TO THE POINT OF BEGINNING,
IN THE NW¼ OF SECTION 21, TOWNSHIP 23 N., RANGE 17 E., BOISE MERIDIAN,
IDAHO.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantors do hereby covenant to
and with the said Grantees, that they are the owners in fee simple of said premises; that they
are free from all incumbrances except the lien for taxes for the current year,
any liens and encumbrances of record on this date, and any liens or
encumbrances suffered or created by Grantees prior to the date hereof,
and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: February 12th, 1991.

Bill D. Rinehart
BILL D. RINEHART
Joyce D. Rinehart
JOYCE D. RINEHART

STATE OF IDAHO, COUNTY OF Lemhi
On this 12th day of Feb., 1991,
before me, a notary public in and for said State, personally appeared

BILL D. RINEHART and
JOYCE D. RINEHART

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged
to me that they executed the same.

Notary Public
Residing at Salmon, Idaho
Comm. Expires 1/10/92

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of Lemhi Title & Abstract Co.

at 1:25 minutes past 1 o'clock p.m.,
this 12th day of February
1991, in my office, and duly recorded in Book
of Deeds at page

Alberta Hiederrick
Ex-Officio Recorder

By *Deanna Gray* Deputy.

Fees \$ 3.00

Mall to:

INSTRUMENT NO. 209616

RECEIVED

LEMHI TITLE & ABSTRACT - SALMON, IDAHO

FEB 22 1991

ALCOHOL BEVERAGE
CONTROL DIVISION

CHANGE IN OWNERSHIP

Page 2

[] Signature of Former Claimant(s): N/A

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:

After form has been completed, please return to the nearest IDWR office below:

WESTERN REGIONAL OFFICE
2735 AIRPORT WAY
BOISE, IDAHO 83705
(208) 334-2190

EASTERN REGIONAL OFFICE
150 SHOUP SUITE #15
IDAHO FALLS, IDAHO 83402
(208) 525-7161

STATE OFFICE
1301 N. ORCHARD ST.
STATEHOUSE MAIL
BOISE, IDAHO 83720
(208) 327-7906

SOUTHERN REGIONAL OFFICE
222 SHOSHONE STREET EAST
TWIN FALLS, ID 83301
(208) 734-3578

NORTHERN REGIONAL OFFICE
1910 NORTHWEST BLVD. SUITE 210
COEUR D'ALENE, IDAHO 83814
(208) 765-4639

Water Right Number - A75-10158

Prefix Translation: ADJUDICATION CLAIM

Old (D) Number -

+ - - - - Last Name - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
RINEHART

B. D.

1 - BOX 55
2 -
3 -
City- SHOUP
Phone - 208-756-0070
1 - BOX 55
2 -
3 -
City- SHOUP
Phone - 208-756-0070

State- ID Zip- 83469

RINEHART

JOYCE D.

State- ID Zip- 83469

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - - +
06/01/1965 15 EASTERN J - BENEFICIAL USE

+ - - - - Source - - - - - + + - - - - - Tributary - - - - - +
UNNAMED STREAM SALMON RIVER

Twn	Rng	Sec	Tract	Lot	RFlg	County	Point of Diversion	Stream Index (Blank if no Index Code)
23N	17E	21	SE SW			(59) LEMHI		

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
01 - IRRIGATION		04/01	11/01	0.040	

+ - Total Div. Rate - - + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
0.040 3.7

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
23N	17E	21	SE NW		1.5	01	IRRIGATION	(59) LEMHI

Total Acres: 1.5

+ - - Diversion Means - LEADBOX TO PIPELINE ACROSS SALMON RIVER ALONG CABLE/ SPRINKLERS

+ - - Non-Irrigation Use - NONE

+ - - Other Rights for Same Use - NONE

+ - - - - - Remarks - - - - - +
ONE ACRE BELONGS TO CLAIMANT, 1/2 ACRE IS LEASED FROM THE
SALMON NATIONAL FOREST

+ - - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers found.

Court Report Filing	-	00/00/0000	Field Inspection Made	-	00/00/0000	Civil Case Number	-	39576
Objection Filed Date	-	00/00/0000	Field Inspection Flag	-		Old Case Number	-	
Response Filed Date	-	00/00/0000	Verified Date	-	00/00/0000	Old Judicial District	-	
Claim Received Date	-	04/19/1990	Last Amended Date	-	00/00/0000	Temporary Right	-	P
Proof Due Date	-	00/00/0000	Proof Made Date	-	00/00/0000	Water District	-	
Licensed Date	-	00/00/0000	Receipt Number	-	M006676	Federal/State Indicator	-	S
Claims Tape Error Flg	-		POU Ownership Flag	-	Y	Presumption Flag	-	
Fee Exempt Flag	-		Name Connector	-	OR			



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

Robert L. Hagood
5625 Kiva Drive
Sacramento, CA
95841-4327

March 14, 1991

RECEIVED

MAR 15 1991

Department of Water Resources
Eastern District Office

RE: App. for Permit 75-07507 & SRBA Claim A75-10158

Dear Mr. Hagood;

Our records show that the above-referenced water filings relate to the Ramshead Lodge property that you recently purchased from B. D. Rinehart. These filings are still in Mr. Rinehart's name. Copies of the filings are enclosed for your information.

The application for permit belongs to Mr. Rinehart. He can assign the application to you by completing the enclosed Assignment form.

You can change the name and address on the SRBA claim by completing the enclosed Change In Ownership form. If you sign this form, a copy of your deed must accompany the form when it is returned to this Department.

Further correspondence on this matter should be directed to our eastern region office at 150 Shoup Ave., Suite #15, Idaho Falls, ID, 83401. They maintain the records of water usage in Lemhi County.

Sincerely,

James E. Stanton

James E. Stanton
Sr. Water Resource Agent

MICROFILMED

DEC 15 1992



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

RECEIVED

CECIL D. ANDRUS

GOVERNOR

RECEIVED
R. KETITH HIGGINS
DIRECTOR

March 12, 1991

MAR 14 1991

Department of Water Resources
Southern Region Office

Frank A. Hartman
Howe, ID 83244

MAR 15 1991

Department of Water Resources
Eastern District Office

RE: NOTICE OF PENDING ORDER TO REJECT APPLICATION FOR PERMIT
NO. 33-7163 - FERC NO. 10107 - PROPOSED BADGER CREEK
HYDROPOWER PROJECT

Dear Mr. Hartman:

On May 24, 1984, you submitted the above referenced application to the department proposing the diversion of 6.0 cubic feet per second of water to be diverted from Badger Creek tributary to the Little Lost River for power generation purposes in Butte County, Idaho.

On January 29, 1987, the Federal Energy Regulatory Commission (FERC) issued Preliminary Permit No. 10107 in connection with the proposed project. On January 1, 1990, the preliminary permit expired.

Water Appropriation Rule 4,5,3,3,2. requires an applicant for a permit to to be actively obtaining other permit approvals needed in connection with the project.

If you are no longer interested in the project, please sign and return the partially completed relinquishment form. If you do not relinquish the application, you are directed to provide within thirty (30) days appropriate information to show that you are actively pursuing development of the project. If the requested information is not timely submitted to the department, the department will issue an order rejecting the application pursuant to Section 42-203A, Idaho Code.

Feel free to contact the department if you have questions.

Sincerely,

L. GLEN SAXTON, Chief
Water Allocation Bureau

Encl: 1

c: S. Region

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DEC 15 1992

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: A75-10158
Date Received: 4/19/1990
Receipt No: M006676
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT L. HAGOOD 208-394-2175
Address: RR 2
SHOUP, ID 83469
AND/OR
Name: BARBARA J. MEYER
Address: SHOUP, ID 83469
AND/OR
Name: DAVID D. MARLER
Address: SHOUP, ID 83469
AND/OR
Name: KAREN A. MARLER
Address: SHOUP, ID 83469

2. Date of Priority: JUN 1, 1965

3. Source: UNNAMED STREAM Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
23N	17E	21	SE	SW			LEMHI

5. Description of diverting works:

HEADBOX TO PIPELINE ACROSS SALMON RIVER ALONG CABLE/ SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.040		

7. Total Quantity Appropriated is:

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

A.F.A.

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DEC 15 1992

8. Total consumptive use is 3.7 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
23N	17E	21	SE NW		IRR	1.5
Section Acres						1.5
Total Acres						1.5

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:
ONE ACRE BELONGS TO CLAIMANT, 1/2 ACRE IS LEASED FROM THE
SALMON NATIONAL FOREST

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): _____ Date: _____

_____ Date: _____

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DEC 15 1992

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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DEC 15 1992

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: A75-10158

Date Received: 4/19/1990

Receipt No: MC06676

Received By: DC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: B. D. RINEHART 208-756-0070
Address: BOX 55
SHOUP, ID 83469

OR

Name: JOYCE D. RINEHART 208-756-0070
Address: BOX 55
SHOUP, ID 83469

2. Date of Priority: JUN 01, 1965

3. Source: UNNAMED STREAM Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
23N	17E	21	SE	SW			LEMHI

5. Description of diverting works:

HEADBOX TO PIPELINE ACROSS SALMON RIVER ALONG CABLE/ SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.040		

7. Total Quantity Appropriated is:

0.040 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 3.7 Acre Feet Per Annum.

9. Non-irrigation uses:

NONE

A75-10158

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Date: 04/19/90

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A7510158

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
23N	17E	21	SE NW		IRR	1.5
Section Acres						1.5
Total Acres						1.5

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:

ONE ACRE BELONGS TO CLAIMANT, 1/2 ACRE IS LEASED FROM THE
SALMON NATIONAL FOREST

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: 1

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): X B. D. Rinchart Date: 4/19/90

Date: _____

State of Idaho)
County of Lemhi) SS.

Subscribed and sworn (or affirmed) before me this 19 day
of April 19 90

Dave Carls
Notary Public

Seal

Residing at Heise, Id
My Commission Expires 2/26/96

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DEC 1 1982

