

08/28/2006

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

RIGHT NUMBER: 75-14324

NAME AND ADDRESS: ROBERT PRICE
P O BOX 1114
SALMON ID 83467

SOURCE: SALMON RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.060 CFS

PRIORITY DATE: 05/11/1893

POINT OF DIVERSION:

T20N R21E S12 SESE Lot 1 Within LEMHI County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 11/01

0.060 CFS

PLACE OF USE: IRRIGATION Within LEMHI County

T20N R22E S06 Lot 9 SENE 3.00

3 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 75-4078T.

Idaho Department of Water Resources

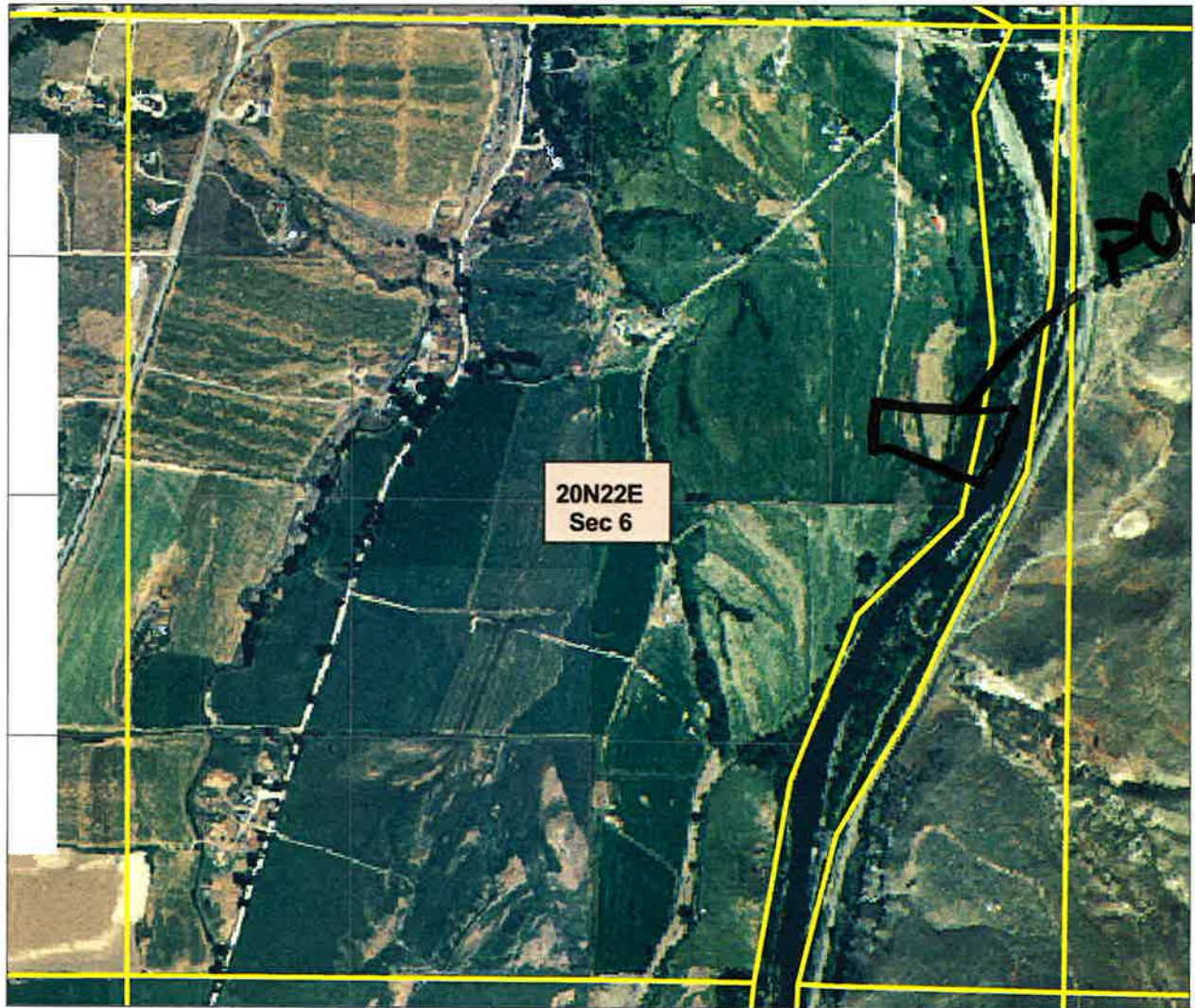


Adjudication Claim Number: **75-4078 T**



Legend

-  Section Lines
-  21N22E GCDB
-  21N21E GCDB
-  20N22E GCDB
-  20N21E GCDB



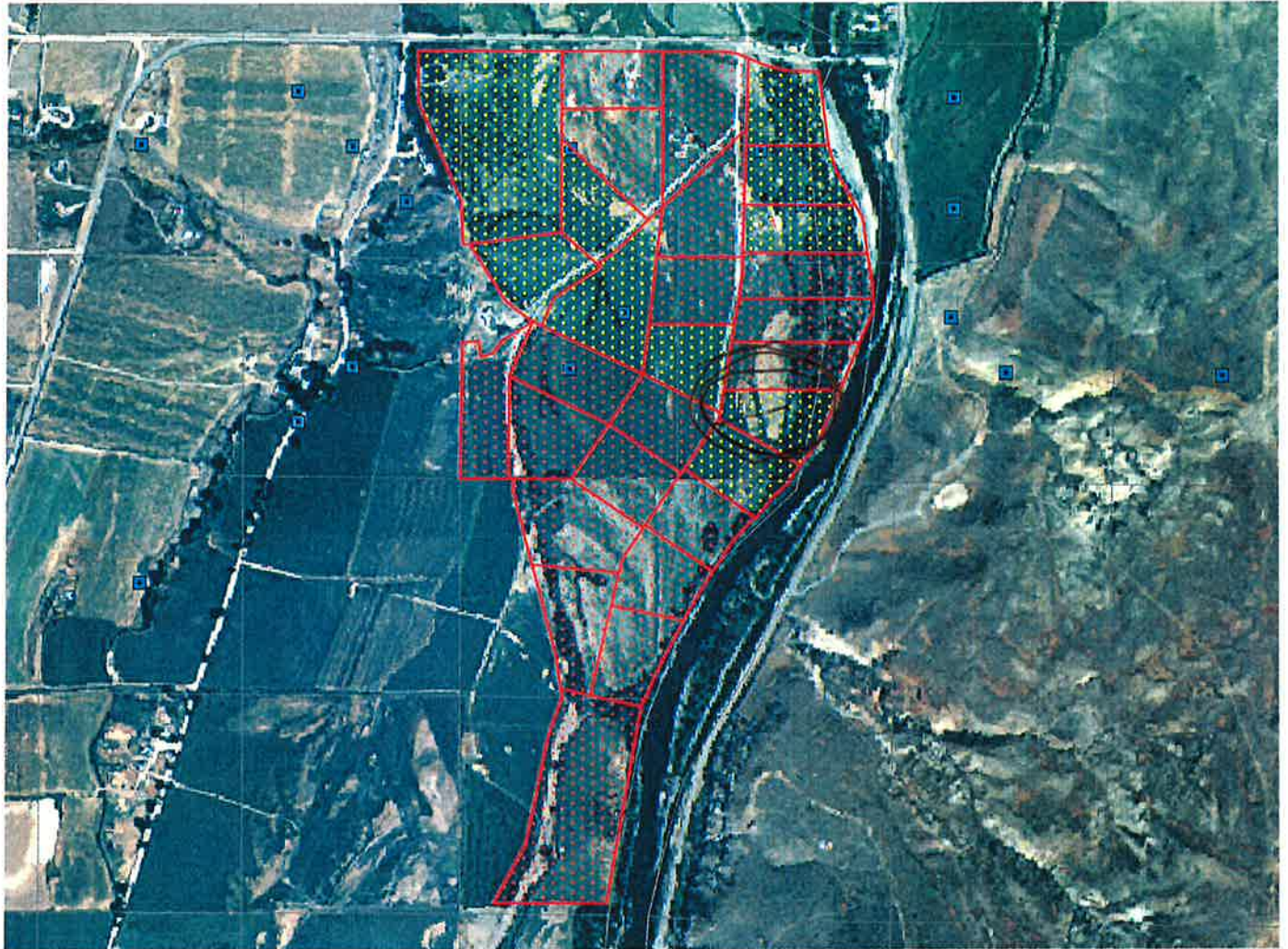
0 0.4 0.8 Miles



Prepared by M. Van Bussum
On Tuesday, May 10, 2005
1993/94 Aerial Photography

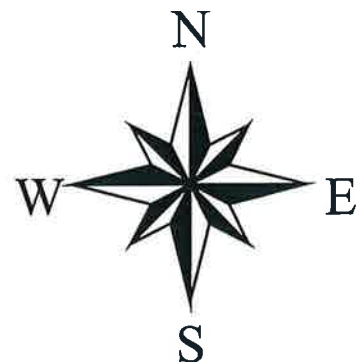
Lots 1,2,3,7,8,17,23,24,28,29

Chinook Subdivision



0.2 0 0.2 0.4 Miles

-  75-4078.shp
-  Lemhi taxlots
-  GCDB21N22E GCDB
-  GCDB21N21E GCDB
-  GCDB20N22E GCDB
-  GCDB20N21E GCDB
-  POD-AJ ClaimClaim POD



12/01/2006

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: December 13, 2006

Water right number: 75-14324

ROBERT PRICE

P O BOX 1114

SALMON ID 83467

Telephone Number: (208)756-4384

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

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

DATE: 12/06/06

SIGNATURE:

Please print your name:

Robert R. Price

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

SCANNED

DEC 13 2006

RECEIVED
DEC 03 2006
IDWR/North



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 762-2800

Fax: (208) 762-2819

Web Site: www.idwr.idaho.gov

JAMES E. RISCH
Governor

KARL J. DREHER
Director

October 3, 2006

Robert Price
Box 1114
Salmon, ID 83467

RE: 75-14324

Dear Mr. Price:

We have processed your change of water right ownership form. Enclosed is a copy of our recommendation, which we expect to submit in the near future.

Sincerely,

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

Kenneth Knoblock
Water Resources Agent

RECEIVED

APR 27 2005

Department of Water Resources

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

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
	75-40787	✓			

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)

Sandy H. Sims

PO Box 686 Salmon ID 83467

4. New Owner/Claimant(s)

Robert E. Price

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

PO Box 1114

City, State and ZIP Code

Salmon ID 83467

New Telephone Number

(208) 752-4384

5. Date you acquired the property

1-19-1990

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 APR 27 2005

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>75-4078T</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>.06</u>	<u>3.0 acres</u>
Stock		
Domestic		
Other		
Total	<u>.06</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s) 
(include title if applicable)

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by AJ Date _____ WR _____ Date _____

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APR 27 2005

whose address is 370 WHITE CLOUD DRIVE, BOISE, ID 83709
The American Land Title Co., Inc. herein called TRUSTEE, and KENNETH E. GUTZMAN AND
SUPEE GUTZMAN, husband and wife
herein called BENEFICIARY,
whose address is 1608 MARY ST., SALMON, ID 83467
WITNESSETH: That Grantor does hereby Irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH
POWER OF SALE, that property in the County of LEMHI, State of Idaho, described as
follows, and containing not more than twenty acres:

LOT 7 OF CHINOOK SUBDIVISION ACCORDING TO THE OFFICIAL
PLAT THEREOF FILED FOR RECORD IN BOOK 5 OF PLATS AT PAGE
NO. 29, RECORDS OF LEMHI COUNTY, 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
FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 * * * * * Dollars, \$ 14,500.00

final payment due JANUARY 20, 2010

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

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

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

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

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

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

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

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and
without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such
extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes;
appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase,
contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any
such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

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

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

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this
Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee
may: 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 in-
debtedness 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
thereof, in his own operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary
may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as
aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby
shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to ex-
ecute 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.

APR 27 2005

Water Right # 75 - 40787

RECEIVED

JAN 25 2006

DEPARTMENT OF
WATER RESOURCES

Customer/Note No: 48677 - 441

After Recording Return to: Farm Credit Services - Consumer
Attn: Consumer Closing
PO Box 2515
Spokane, WA 99220-2515

Deed of Trust

On _____, Robert E. Price, a single person, hereinafter called Grantors, whose address is

122 Lombard
Salmon, ID 83467

grant, convey, warrant, transfer and assign to Lemhi Title Company, a corporation, hereinafter called Trustee, whose address is 531 Main St., Salmon, ID 83467, in trust with power of sale for the benefit of Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Beneficiary, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, property in Lemhi County(ies), State of Idaho, more particularly described as follows:

LOT 7 OF CHINOOK SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF FILED FOR RECORD IN BOOK 5 OF PLATS AT PAGE NO. 29, RECORDS OF LEMHI COUNTY, IDAHO;

and including all rents, issues, profits, buildings and improvements thereon and in all tenements, hereditaments, rights, privileges, easements, rights of way and appurtenances, (including without limitation private roads, grazing privileges, water rights, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating,

DEED OF TRUST

THIS DEED OF TRUST, Made this 19th day of JANUARY, 1990,
BETWEEN ROBERT E. PRICE, a single person

whose address is 370 WHITE CLOUD DRIVE, BOISE, ID 83709 herein called GRANTOR,

The American Land Title Co., Inc. herein called TRUSTEE, and KENNETH E. GUTZMAN AND
SUPEE GUTZMAN, husband and wife

whose address is 1608 MARY ST., SALMON, ID 83467, herein called BENEFICIARY,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH
POWER OF SALE, that property in the County of LEMHI, State of Idaho, described as
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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
FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 * * * * * Dollars, (\$ 14,500.00)

final payment due JANUARY 20, 2010

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

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

not to remove or demolish any building thereon; to complete or restore promptly and in



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APR 27 2005

1" = 10' Steel Bar w/ Plastic Cap
 1" = 10' Steel Bar w/ Plastic Cap
 1" = 10' Steel Bar w/ Plastic Cap

Total Acres on This Map: 186.88 acres

Sims has whatever is not sold?

Lots 1, 2, 3, 4, 17, 28, 29, 29.9

COUNTY COMMISSIONERS' ACCEPTANCE

The foregoing plat was duly accepted by the Board of County Commissioners of Lemhi County, Idaho, on this 15th day of 1980.

FILED
 Attest Clerk: Louie Dan
 Chairman

COUNTY RECORDER'S CERTIFICATE

State of Idaho
 County of Lemhi
 This is to certify that the foregoing plat in the Office of the Recorder of Lemhi County, Idaho, on this 15th day of 1980, and duly recorded in Book 15, Page 15.

LEGEND

- Boundary Corner, Stone Found
- 1/2" x 24" Steel Bar w/ Plastic Cap set on Boundary Corner
- 1/2" x 24" Steel Bar w/ Plastic Cap to be set as Lot Corner
- 1/2" x 24" Steel Bar w/ Plastic Cap to be set as Point on Line
- Boundary Line
- Lot Line
- ⑤ Lot Number



Scale 1" = 200'



johnston & couch
 engineers & surveyors
 salmon, idaho

AMENDED CHINOOK SUB

LOTS 9 THRU 16, 25 AND 26, CHINOOK SUB
 T. 20 N., R. 22 E., BOISE MERIDIAN, LEMHI C.

NOTE: SEE RECORD OF SURVEY
 INSTRUMENT NO. 244975

NWSE

SWSE

NESE

SESE

Cook & Nichols

Carroll
 LOT NO. 13
 6.08 AC
 75-04678L

Mittell/Doubketree

LOT NO. 14
 7.42 AC

LOT NO. 15
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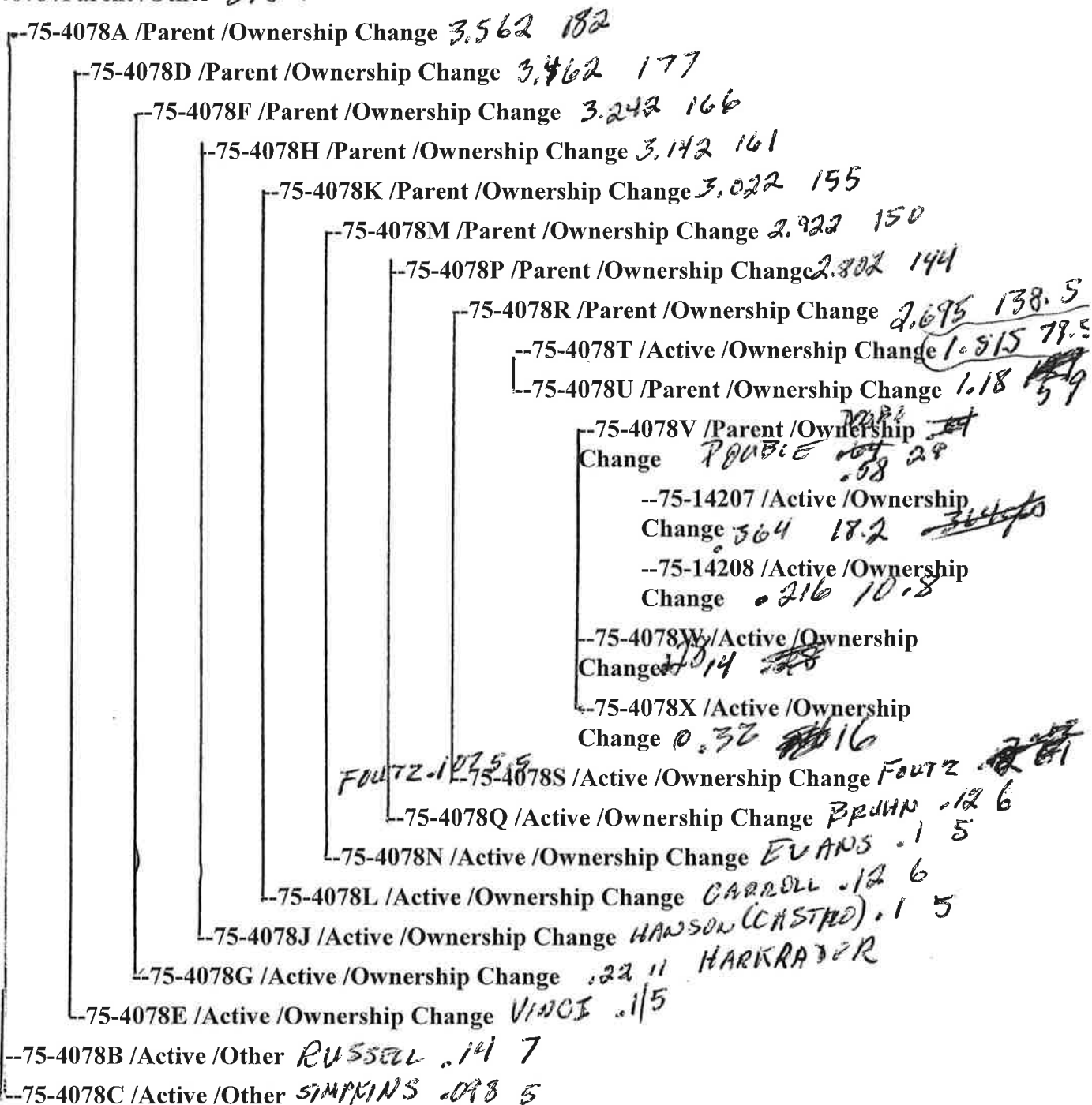
LOT NO.

Pedigree Search (History of Water Right Number splits)

Adjudication Pedigree for 75-4078

-- Water Right Number / Status /Reason for split

--75-4078 /Parent /Other *B, 8 194*





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.

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

May 16, 2005

ROBERT E PRICE
PO BOX 1114
SALMON ID 83467

RE: Snake River Basin Adjudication (SRBA)
Notice of Change of Water Right Ownership – Notice of Claim #75-4078T

Dear Claimant:

We have received your Notice of Change of Water Right Ownership form. Unfortunately, the first page of the Deed is missing. Please copy the first page again and send it to us as soon as possible.

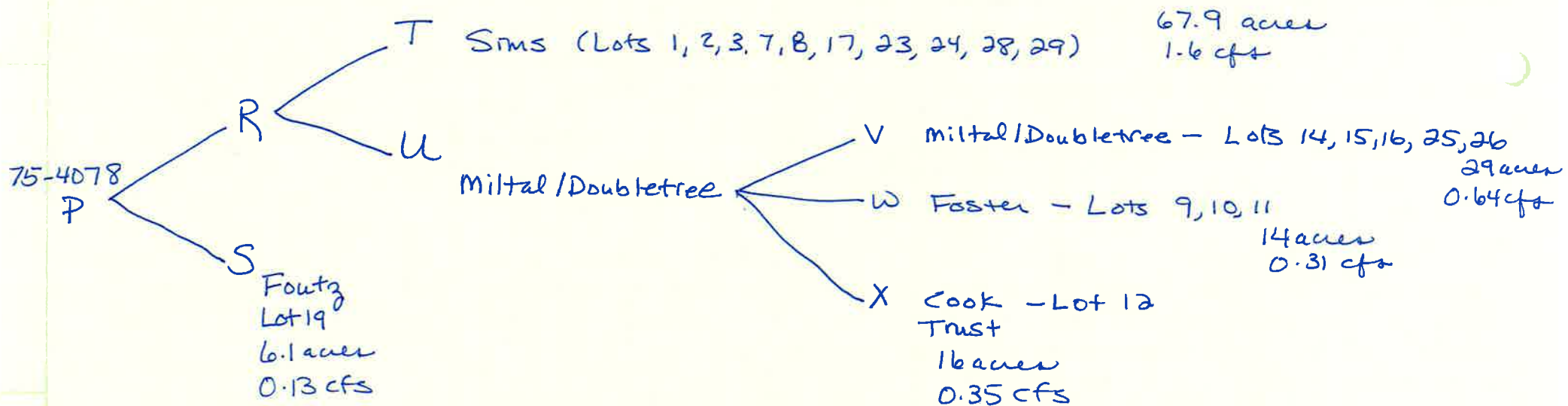
Please send the copy to the attention of **Roxanne Brown** at this office. Please call me toll-free at 1/800-451-4129 if you have any questions.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

SCANNED
MAY 16 2005



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

CLAIM NO(s).

75-4078 T

1. ☐ No Change NAME IS SAME

☒ NEW OWNER: Robert E. Price

☐ No Change ADDRESS

☒ NEW ADDRESS: PO Box 1114 Salmon, ID 83447

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 - S/S.

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

Pipe in river to ditch - Ditch to pump to
sprinkler -

☐ SYSTEM DIAGRAM INCLUDED ☐ NA

☒ Shown on GIS Layout

☐ CK IF IN OFFICE EXAM
DATE EXAM CONDUCTED: _____

FIELD EXAMINER: _____

107-27-000

Asher Barton

Print Name

Asher Barton

Signature