

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: MAR-11-1999
PAGE: A-3-----
RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 75-11002

NAME & ADDRESS: BRYAN PIERCE
JENESTIA PIERCE
622 HOPE AVE
SALMON ID 83467

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 06/28/1989

POINT OF DIVERSION: T21N R22E S06 SESESE Within LEMHI County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within LEMHI County
T21N R22E S06 SESE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
RP A0011007018A A



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

BRYAN & JENESTIA PIERCE
622 HOPE AVE
SALMON ID 83467

RE: Notice of Change of Water Right Ownership (NCO) for 75-11002
and Notice of Completed Administrative Proceeding (NCAP)

Dear Mr. & Mrs. Pierce:

On March 8, 1999, the Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Jennifer Hoagland
Technical Records Specialist

Enclosure

cc: Blair & Joyce Smith



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

May 11, 1999

BRIAN PIERCE
622 N HOPE AVE
SALMON ID 83467

RE: CHANGE IN OWNERSHIP FOR A75-11002

Dear Mr. Pierce:

It has come to our attention that you may have recently purchased a tract of land in Lemhi County. The property to which I am referring was most recently owned by Blair Smith. The legal description is as follows:

T21N R22E S06 SE1/4 SE1/4

This property was filed on in the Snake River Basin Adjudication (SRBA), and we recommend that if, in fact, you now own the property in question, you file a "Change in Ownership" with this department in order that we may send all further correspondence to the appropriate owner(s).

Enclosed is a Change in Ownership form. Please fill out the form completely, sign and date it and return it to my attention along with a "copy" of your Warranty Deed and legal description of the property you have purchased.

If you have any questions regarding this matter, please call 525-7161.

Respectfully submitted,

Autumn Jones
Records Clerk

Enclosure(s)



State of Idaho

DEPARTMENT OF WATER RESOURCES

Department of Water Resources

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

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

RECEIVED

MAY 17 1999

DIRK KEMPTHORNE
GOVERNOR

May 6, 1999

KARL J. DREHER
DIRECTOR

JOYCE LEE AND BLAIR E SMITH
PO BOX 3046
POCATELLO ID 83206-3046

*ownership changed
3-10-99 by E.D.*

Re: Snake River Basin Adjudication (SRBA)

Water Right #75-11002

Change of Address

*Address changed, NEAR prepared
m 5-19-99*

Dear Water Right Holders:

IDWR has been notified the address presently in our records is incorrect. Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records. Future notices related to your water right can be sent only to the address on your water right or as otherwise changed by you.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary **and list any other water rights you may have** before returning this letter by May 17, 1999. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records.

If there has been a change in ownership of the property connected with the water right referenced above, please write down the name and address of the new owner(s) so we can send them a form to make this required change to the water right record.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

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The address is correct as shown above or as otherwise changed.

Claimant Signature

Telephone No.

CHANGE OF OWNERSHIP
LETTER SENT

CHANGE OF OWNERSHIP
LETTER SENT

*Blair E. Smith
FORMER OWNER.*

*THE ABOVE WATER RIGHT WAS
SOLD TO BRIAN PIERCE & JENESTIA PIERCE
HUSBAND & WIFE 22 OCT. 1998
SS:region*

ADDRESS 622 HOPE AVE.

SALMON ID 837467

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

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 75-11002

2002 AUG -9 PM 2:36

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED _____

NAME AND ADDRESS:

BRYAN PIERCE
JENESTIA PIERCE
622 HOPE AVENUE
SALMON, ID 83467

RECEIVED

AUG 20 2002

Department of Water Resources

SOURCE:

GROUNDWATER

QUANTITY:

0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE:

06/28/1989

POINT OF DIVERSION:

T21N R22E S06

SESESE

Within Lemhi County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE
Domestic 1 HOME

PERIOD OF USE
01-01 TO 12-31

QUANTITY
0.04 CFS

PLACE OF USE:

Domestic
T21N R22E S06

SESE

Within Lemhi County

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Roger Burdick

Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

RECEIVED

AUG 23 2002

Department of Water Resources
Eastern Region

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

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 75-11002

2002 AUG -9 PM 2:36

DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
FILED

NAME AND ADDRESS: BRYAN PIERCE
JENESTIA PIERCE
622 HOPE AVENUE
SALMON, ID 83467

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

RECEIVED

AUG 13 2002

Department of Water Resources

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 06/28/1989

POINT OF DIVERSION: T21N R22E S06 SESESE Within Lemhi County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS

PLACE OF USE: Domestic Within Lemhi County
T21N R22E S06 SESE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
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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
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ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Roger Burdick

Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

In Re SRBA	)	NOTICE OF COMPLETED
	)	ADMINISTRATIVE PROCEEDINGS
Case No. 39576	)	
	)	
_____	)	SUB CASE NO. 75-11002

Page 1

CERTIFICATE OF MAILING

I certify that on 3/15, 1999, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls ID 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:
BLAIR & JOYCE SMITH
PO BOX 3046
POCATELLO ID 83206-3046
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:
BRYAN & JENESTIA PIERCE
622 HOPE AVE
SALMON ID 83467
4. One Copy to:
Each party in the subcase or attorney of record:
N/A
5. One Copy to:
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449
6. One Copy to:
United States Dept Of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724



Signature of person or attorney mailing the form

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: SEP-23-1997
PAGE: A-549

RIGHT NUMBER: 75-11002

NAME & ADDRESS: JOYCE LEE SMITH
BLAIR E SMITH
622 HOPE AVENUE
SALMON ID 83467

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 06/28/1989

POINT OF DIVERSION: T21N R22E S06 SESESE Within LEMHI County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOUSE	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within LEMHI County
T21N R22E S06 SESE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
RP A0011007018A A

Claim data entry by: WJ
Date: 1009
Data entry verified by: SLH
Date: OCT 15 1997

JUL-08-1997
0463

1

RIGHT NUMBER: 75-11002

NAME AND ADDRESS: JOYCE LEE SMITH
BLAIR E SMITH
622 HOPE AVENUE
SALMON ID 83467

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 06/28/1989

POINT OF DIVERSION: T21N R22E S06 SESESE Within LEMHI County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOUSE	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within LEMHI County
T21N R22E S06 SESE

OTHER MATTERS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
RP A0011007018A A

SCANNED

SEP 26 2001

No. 42-1409 (2) 9/88

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 11002

Identification No. 475-10496

Date Received May 3 1990

Receipt Number E014143

RK# 742 25⁰⁰

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day.

RECEIVED

MAY - 3 1990

Department of Water Resources
Eastern District Office.

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) BLAIR E. AND/OR JOYCE LEE SMITH Phone (208) 756-2837

Mailing Address 622 HOPE AVE. SALMON IDAHO Zip 83467

2. Date of Priority (Only one per claim) JUNE 28, 1989 Month/Day/Year

3. Source of water supply (Check one) (☒ Groundwater or Other () (a) _____

which is tributary to (b) _____ Name or kind of source

4. Location of point of diversion is: Township 21 N. Range 22 E.

Section 6, SE. 1/4 of SE. 1/4 of S.E. 1/4, Govt. Lot _____, E

County of LEMHI

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the date changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. WELL 25 FT. DEEP, 6" CASING 22 FT. OF 1 1/4" SUCTION LINE TO 1/2 HP. JET PUMP, TO 16 GAL. HORIZONTAL PRE-CHARGED WATER TANK, 30 FT. OF 1 1/4" LINE TO HOUSE.

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For DOMESTIC purposes from 1/1 Month/Day to 12/31 Month/Day amount 0.04 (cfs)

For _____ purposes from _____ to _____ amount _____
(Both dates are inclusive)

7. Total quantity claimed 0.04 (cfs)

8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) DOMESTIC, ONE HOME

MICROFILMED
DEC 15 1992

A7511002



10. Place of use is: Township: 21 N. Range 22 E.

Section 6, SE. 1/4 of SE. 1/4, Govt. Lot _____, B.M.,

County of LEMI for (Circle One) Domestic Stock Domestic and Stock

Additional places of use, if any _____

11. In which county (ies) are lands listed above as place of use located? LEMI

12. Do you own the property listed above as place of use? Yes ✓ No _____

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. None ()

CITY OF SALMON WATER

14. Remarks: _____

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)

Number of Attachments NONE

By signing I/We acknowledge reading the notice on the back of this claim form.

I/We wish to receive for a small annual fee monthly copies of the docket sheet.

YES _____ NO ✓

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Blaise E. Smith Date 4/27/90

Joyce L. Smith Date 4-27-90

For Organizations: I do solemnly swear or affirm that I am _____

of _____, Title _____, that I have signed the foregoing

document in the space below as _____ of _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____)

County of _____) SS.

Subscribed and sworn (or affirmed) before me this 30th day of April 19 90

SEAL

Notary Public Renee Smith

Residing at Salmon, Idaho

My Commission Expires 3-10-92

Last Name Smith Ident No. _____

Copies: White-State, Yellow-Claimant

MICROFILMED

DEC 15 1992

1. The first part of the document is a list of names and titles, including "The Hon. Mr. Justice" and "The Hon. Mr. Justice".

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1. Is the name and address complete with zip code?
2. Is a utility date entered?
3. Is the quantity data acceptable in view of mandatory filing dates?
4. See Adjustment Memo #1 and #2 to determine if a permit is required.
5. (a) Is a source entered? N/A
(b) Is a tributary to entered? (if required) N/A
6. Is the legal description of the p.d. sufficient?
7. Is there a description of the diverting works?
8. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form.
9. Is the period of use included?
10. Is a quantity claimed for each use?
11. Is a total quantity claimed entered?
12. Is required is a consumptive use entered? N/A
13. Is the consumptive use correct? N/A
14. Are the non-irrigation uses listed properly? Is this claim is on the short form, and more than one domestic use is listed, single owner-ship must be shown. If not under single ownership, see Adjustment Memo #4. N/A
15. Is (are) the place(s) of use and purpose(s) indicated?
16. Is (are) the country(ies) entered?
17. Is the ownership of p.d. checked?
18. Are other water rights listed or "none" indicated?
19. Is required, are remarks entered? (If the claimant does not own the place of use, authority for making the claim must be explained in the remarks.) N/A
20. Is the basis of the claim indicated?
21. Is the claimant requested a monthly water sheet, is payment enclosed? (If yes, describe payment status in "Comments" block.) N/A
22. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block.
23. Has the claim been signed, sealed, and dated by a county?
24. Was this claim filed on time, or was an extension granted?
25. Is the fee enclosed correct? Example:
26. Is this claim based on an existing water right, has the identification number been entered? N/A
27. Should this claim be ever entered?
- Date: 12-6-

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Ref: 12-6-10

100-443887-100

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Comments:

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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: A75-11002
Date Received: 12/13/1990
Receipt No: E014143
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BLAIR E. SMITH 208-756-2837
Address: 622 HOPE AVENUE
SALMON, ID 83467

AND/OR

Name: JOYCE LEE SMITH 208-756-2837
Address: 622 HOPE AVENUE
SALMON, ID 83467

2. Date of Priority: JUN 28, 1989

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
21N	22E	6	SE	SE	SE		LEMHI

5. Description of diverting works:
25' DEEP, 6" CASING; 1/2 HP JET PUMP TO TANK, LINE TO HOUSE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, 1 HOME

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
21N	22E	6	SE SE		DOMEST	

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:
CITY OF SALMON WATER

14. Remarks:

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: _____

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 _____

December 13, 1990

BLAIR E AND JOYCE LEE SMITH
622 HOPE AVENUE
SALMON ID 83467

RE: NOTICE OF CLAIM A75-11002

Dear Mr. and Mrs. Smith:

The water right number assigned to the Notice of Claim for your property in Lemhi County had previously been used. Therefore, we have renumbered your Notice from A75-10496 to A75-11002 and modified Receipt No. E014143 to reflect this change.

The enclosed form is an exact duplicate of the original notice but with the newer water right number. Please retain this Notice for your records and future reference.

I apologize for any inconvenience caused by the renumbering of this Notice. The issuing of duplicate numbers occurs when there are several offices used by the public to file their Notice of Claim.

If you have any questions, please feel free to call.

Respectfully submitted,

EC

Ernest Carlsen
Adjudication Supervisor

EC:jt

Enclosure

MICROFILMED
DEC 15 1992

SEP-22-1998
0037

1

RIGHT NUMBER: 75-11002

NAME AND ADDRESS: JOYCE LEE SMITH
BLAIR E SMITH
622 HOPE AVENUE
SALMON ID 83467

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 06/28/1989

POINT OF DIVERSION: T21N R22E S06 SESESE Within LEMHI County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within LEMHI County
T21N R22E S06 SESE

OTHER MATTERS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
RP A0011007018A A

✓ RIBA-OK
10/15/98

DELOG-JH 3-8-99

OK JH

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.

RECEIVED

MAR 08 1999

Department of Water Resources
Eastern Region

1. Water Right or Adjudication Claim No(s): A75-11002 - JH
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 attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a **USDA Farm Service Agency AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant

Blair & Joyce SmithP.O. Box 3046

4. New Owner/Claimant(s)

Locatelli ID 83206-3046Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

Bryan & Jenestia Pierce

City, State and ZIP Code

1222 Hope Ave Salmon, ID 83407

New Telephone Number

208 756-6701

5. Date you acquired the property

10-9-98

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 you irrigate _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes 1 Other uses _____

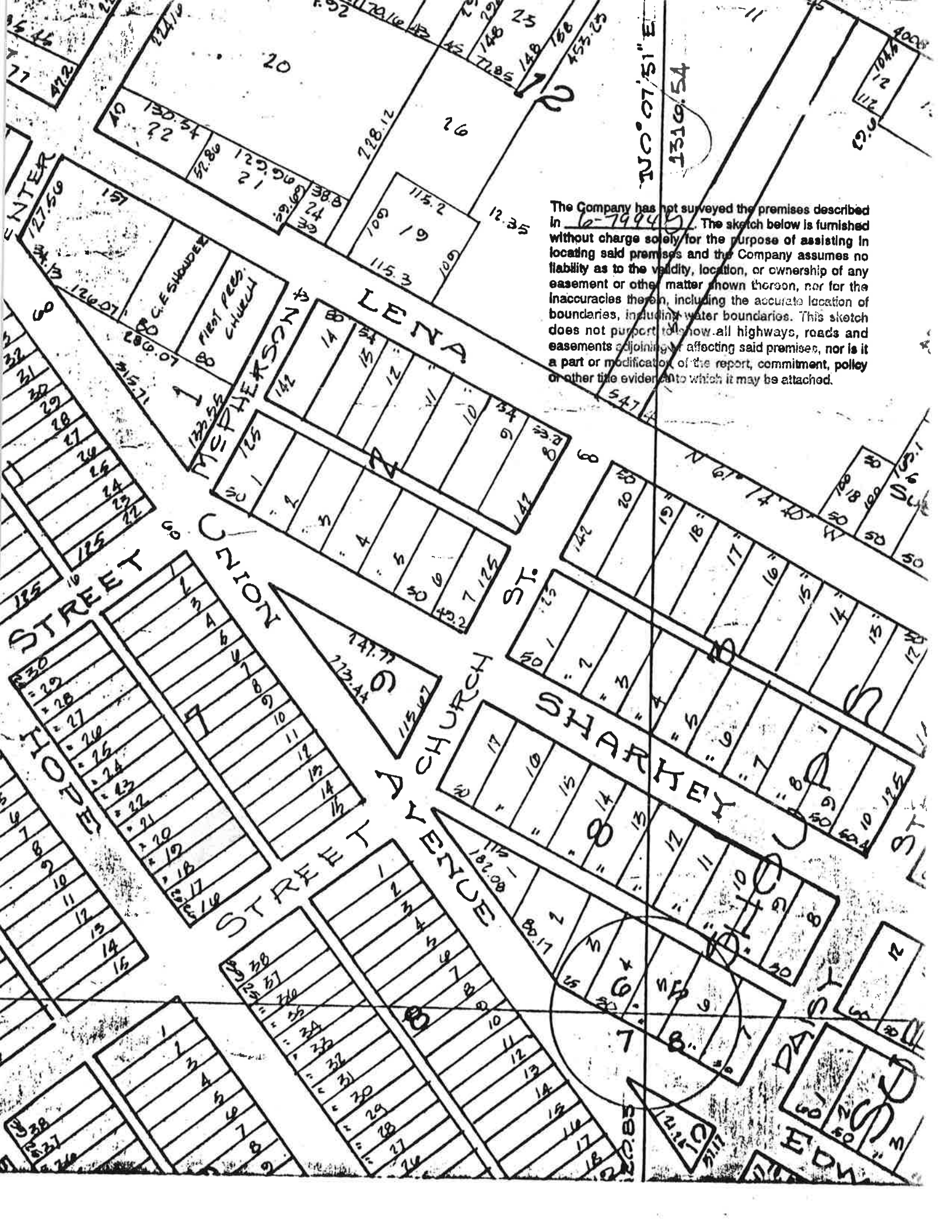
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s)

Bryan Pierce
Jenestia L. Pierce

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

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



The Company has not surveyed the premises described in 6-79945. The sketch below is furnished without charge solely for the purpose of assisting in locating said premises and the Company assumes no liability as to the validity, location, or ownership of any easement or other matter shown thereon, nor for the inaccuracies therein, including the accurate location of boundaries, including water boundaries. This sketch does not purport to show all highways, roads and easements adjoining or affecting said premises, nor is it a part or modification of the report, commitment, policy or other title evidence to which it may be attached.

DEED OF TRUST

HIS DEED OF TRUST, Made this 9th day of OCTOBER, 1998
BETWEEN BRIAN PIERCE AND JENESTIA PIERCE, husband and wife

whose address is 622 HOPE ST. SALMON, ID 83467 herein called GRANTOR,
the Alliance Title & Escrow Corp., herein called TRUSTEE, and BLAIR E. SMITH AND JOYCE L. SMITH, husband
and wife

whose address is PO BOX 3046 POCATELLO, ID 83206-3046 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
follows, and containing not more than forty acres:

LOTS 18 AND 19 IN BLOCK 7 OF FINSTURS SUBDIVISION ACCORDING TO THE
OFFICIAL PLAT THEREOF, FILED FOR RECORD IN BOOK 1 OF PLATS AT PAGE
NO. 17, 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
Trustee to collect and apply such rents, issues and profits.

the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of
FIFTEEN THOUSAND AND NO/100 * * * * * Dollars, (\$15,000.00...),

of payment due OCTOBER 14, 2008

1. 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.

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;
to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumi-
gate 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
such 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
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
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,
and 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
such 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
year 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 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;
to enter in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase,
test 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.

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
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
or all other sums so secured or to declare default for failure 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 reassign 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
partition 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
cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in
reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantees 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
terms, 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
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
determines. 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.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

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

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

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

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

BRIAN PIERCE

JENESTIA PIERCE

STATE OF IDAHO, COUNTY OF LEMHI
On this 29th day of SEPT, 1998
before me, a Notary Public in and for said State, personally appeared

BRIAN PIERCE AND JENESTIA PIERCE

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

LAURIE M. SANTEE
Notary Public,
Residing at SALMON, Idaho.
Commission Expires 6-19-2001

DEED OF TRUST
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated _____, 19____

Furnished through the
courtesy of

ALLIANCE
TITLE & ESCROW CORP.

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

SALMON

, Idaho,

19____

, Trustee:

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

ALLIANCE TITLE & ESCROW

silver for:

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

OLD (C) NUMBER -

ADDRESS - - - - -

1 - 222 HOPE AVENUE
2 -
3 -

STATE- ID ZIP- 83467

STATE- ID ZIP- 83467

+ - - - STATUS - - - - +

----- TRIBUTARY -----

TWN	RNG	SEC	TRACT	LOT	RFLG	COUNTY	POINT OF DIVERSION - - STREAM INDEX (BLANK IF NO INDEX CODE)
06N	06E						

21N 22E S S₁ S₂ SE (59) LEHIGH

CODE	DESCRIPTION	PERIOD FROM	WATER USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
+3 - DOMESTIC		01/01	12/31	0.040	

$$+ - \text{TOTAL DIV. RATE} = + \quad + - \text{TOTAL DIV. VOLUME} = + \quad + - \text{TOTAL DIV. CAPACITY} = + \quad + - \text{TOTAL CONSUMPTIVE USE} = + \quad + - \text{KW USAGE} = +$$

0.049 0.0 0.0

TWN	RNG	SEC	TRACT	LOT	ACRES	PLACE	DE USE	CDUR	DESCRIPTION	COUNTY
Z1N	Z2E	6	SE SE				48	DOMESTIC		(59) LEMHI

+ - - DIVERSION MEANS - 25' DEEP, 6" CASING; 1/2 HP JET PUMP TO TANK, LINE TO HOUSE

+ - - NON-IRRIGATION USE - DOMESTIC, 1 HOME

+ - - OTHER RIGHTS FOR SAME USE - CITY OF SALMON WATER

```

+-----+-----+-----+-----+-----+-----+-----+-----+-----+-----+
                                REMARKS
                                NO REMARKS FOUND.
+-----+-----+-----+-----+-----+-----+-----+-----+-----+-----+

```

NO OLD WATER RIGHT NUMBERS FOUND.

----- - - - CONDITIONS OF APPROVAL - - - -----
NO CONDITIONS OF APPROVAL FOUND.

CERTIFIED
MAR 29 1993
WATER EXAMINER