

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: **A37-00363G**

Date Received: 11/ 4/1988

Receipt No: S003568

Received By: _____

AMENDED

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

AMENDED

1. Name: SCOTT MC ILHENNY 208-788-2131
Address: P O BOX 310
BELLEVUE ID 83313

AND/OR

Name: CHRISTINA ARRATE 208-886-2588
Address: RT 1 BOX 170
SHOSHONE ID 83352

2. Date of Priority: APR 12, 1883

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	18E	16	SE	SW	NE		BLAINE

5. Description of diverting works:
EXISTING HEADGATE & COVE CANAL TO P/U

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.220		

7. Total Quantity Appropriated is:
0.220 C.F.S. (and/or) 17.50 A.F.A.

8. Total consumptive use is 12.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE.

MICROFILMED
NOV 29 1996

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	19E	31	NW	SW		IRR	5.0
Section Acres							5.0
Total Acres							5.0

11. Place of use in counties: BLAINE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
3700364-PART.

14. Remarks:

THIS RIGHT IS A PART OF 3700363A
RIGHT IS BEING PURCHASED FROM MRS. ARRATE PENDING APPROVAL OF
TRANSFER TO NEW LANDS BY IDWR.

1/25/96, tf; CLAIM AMENDED PURSUANT TO APPROVED TRANSFER 3492
(TRANSFER APPROVED 3/22/90 BUT NOT DATA ENTERED):
1. USE OF WATER UNDER THESE RIGHTS IS SUBJECT TO CONTROL BY THE
WATERMASTER OF STATE WATER DISTRICT NO. 37, BIG WOOD RIVER.
THE NEW PLACE OF USE IS LOT 52 OF MULDOON RANCH SUBDIVISION #2.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 12/13/1909

S. C. FROST, ET. AL.
Decree Plaintiff

ALTURAS WATER COMPANY, ET. AL
vs Decree Defendant

MICROFILMED
NOV 29 1996

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: A37-00363G
Date Received: 11-4-88
Receipt No: 5003568
Received By: JP

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: SCOTT MC ILHENNY 208-788-2131
Address: P. O. BOX 310
BELLEVUE, ID 83313

AND/OR

Name: CHRISTINA ARRATE 208-886-2588
Address: RT. 1 BOX 170
SHOSHONE, ID 83352

2. Date of Priority: APR 12, 1883

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	18E	9	SW	SE	NW		BLAINE

5. Description of diverting works:
JUSTUS #32 HEADGATE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.220		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE.

A37-00363G

Page 1

Date: 11/04/88

COPY

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MAR 01 1993

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	18E	15	SW	NW		IRR	3.0
					Section Acres		3.0
		16	SE	NE		IRR	7.0
					Section Acres		7.0
					Total Acres		10.0

11. Place of use in counties: BLAINE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
3700364-PART.

14. Remarks:

THIS RIGHT IS A PART OF 3700363A
RIGHT IS BEING PURCHASED FROM MRS. ARRATE PENDING APPROVAL OF
TRANSFER TO NEW LANDS BY IDWR.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 12/13/1909

S. C. FROST, ET. AL.

Decree Plaintiff

vs

ALTURAS WATER COMPANY, ET. AL.

Decree Defendant

COPY

MICROFILMED

MAR 01 1993

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): *S. H. M. J. O.* Date: 11/4/88

Date: _____

State of Idaho

County of Twin Falls)
SS.

Subscribed and sworn (or affirmed) before me this 4th day

of November 19 88

Roxanne Storey
Notary Public

Seal

Residing at Buhl, Id

My Commission Expires 6-30-94

COPY

MICROFILMED

MAR 01 1993

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

RECEIVED

OCT 27 1988

Ident. Number: A37-00363G
Date Received:
Receipt No: 5003568
Received By: AD

Department of Water Resources
Southern Region Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CHRISTINA ARRATE 208-886-2588
Address: RT. 1 BOX 170
SHOSHONE, ID 83352

2. Date of Priority: APR 12, 1883

3. Source: BIG WOOD RIVER Trib. to: MALAD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02N	18E	5	SE	SE	SE		BLAINE

5. Description of diverting works:
JUSTUS #32 HEADGATE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.220		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	18E	15	SW	NW		IRR	3.0
Section Acres							3.0

A37-00363G

Page 1

Date: 10/25/88

MICROFILMED
MAR 01 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	18E	16	SE	NE		IRR	7.0
Section Acres							7.0
Total Acres							10.0

11. Place of use in counties: BLAINE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
3700364-PART.

14. Remarks:
THIS RIGHT IS A PART OF 3700363A

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date: 12/13/1909

S. C. FROST, ET. AL.
Decree Plaintiff

vs

ALTURAS WATER COMPANY, ET. AL.
Decree Defendant

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 X 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): Christina Anate Date: 10-25-88

Date: _____

State of Idaho)
County of Lincoln) SS.

Subscribed and sworn (or affirmed) before me this 25th day
of Oct. 19 88

Notary Public

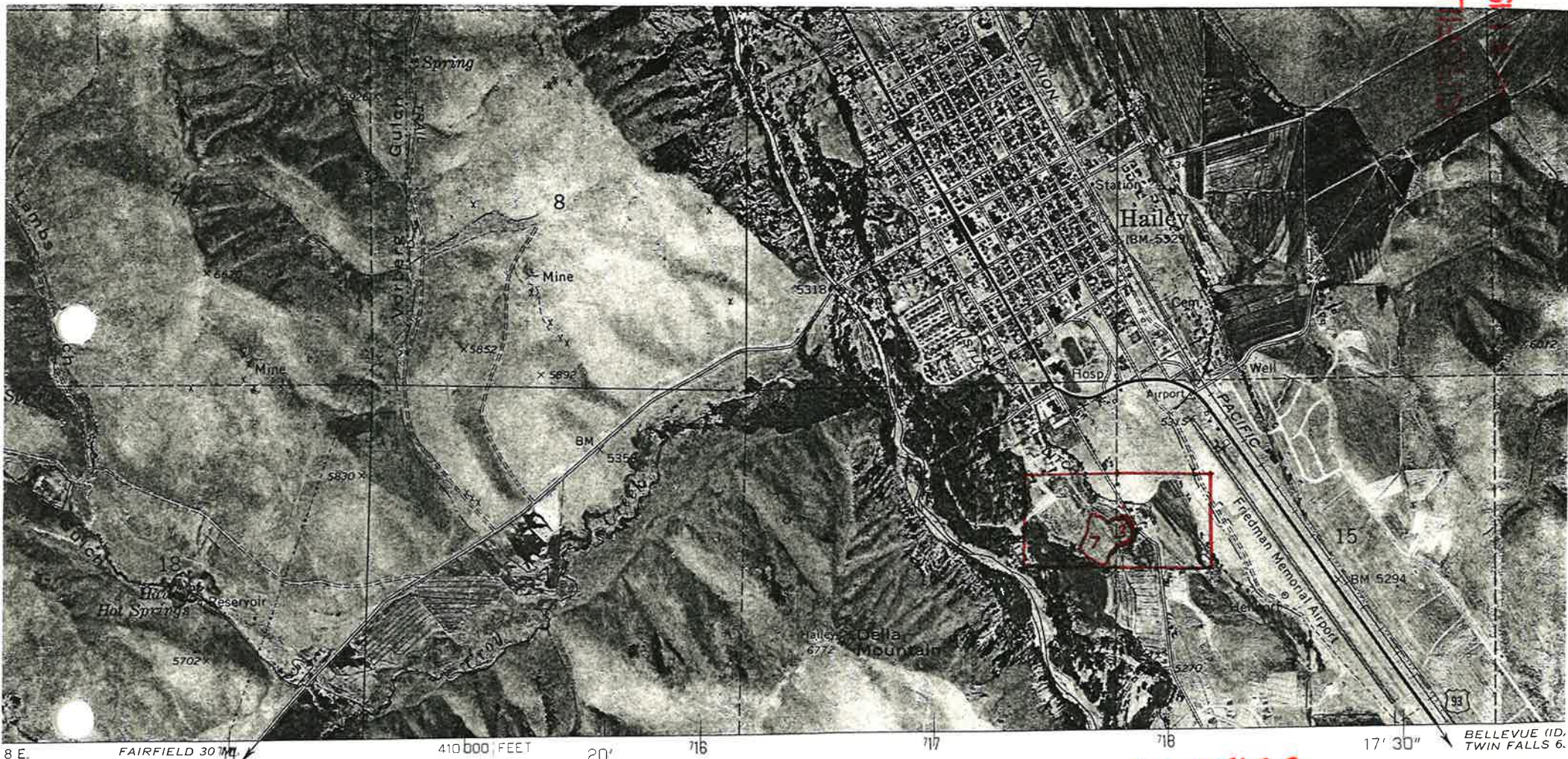
Seal

Residing at Stoshone, Id
My Commission Expires 1-10-91



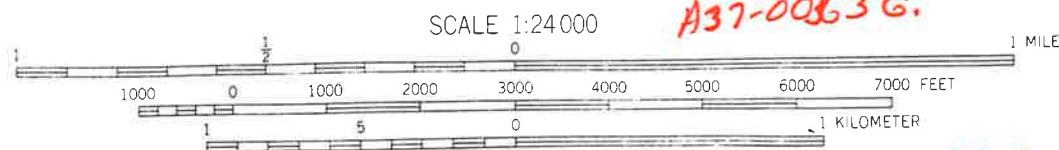
MICROFILMED

01 1993



ological Survey
 from 1:80 000-scale
 July 24, 1974
 grid ticks: Idaho coordinate
 (versus Mercator)
 (versus Mercator) grid ticks,
 American datum
 optical scanning
 ed image occurs use the
 map point

NORTH



A37-00863 G.

T2N
 1AE
 sec 15+16

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
 FOR SALE BY U. S. GEOLOGICAL SURVEY, MENLO PARK, CALIF. 94025

R18E

RECEIVED
 1993

Regulation Bureau
P. O. Box 83720
Boise, ID 83720-0098

FIRST



02 1M
0004230883 MAR
MAILED FROM ZIP CODE

RECEIVED

Mar 13 2007

DEPARTMENT OF
WATER RESOURCES

NOT DELIVERABLE
AS ADDRESSED
UNABLE TO REACH
TO ADDRESSEE

NOT DELIVERABLE
AS ADDRESSED
UNABLE TO REACH
TO ADDRESSEE

37-3636
37-3646

CHRISTINA ARRATE
106 E 420 N
SHOSHONE ID 83352

COPY

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

2007 AUG 28 PM 2 28

**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

Subcase No. 37-363G, 37-364G

Case No. 39576

**NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING**

IDWR has completed the following Administrative proceeding: **SUBSTITUTION OF PARTY**

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

Dated: 8/28/07

Douglas Jones
Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 8/28, 2007, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required 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. Copies to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

United States Dept Of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

Jeanette McIlhenny
213 Bay Horse Rd
Bellevue ID 83313



Signature of person or attorney mailing the form

07/11/2007

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

RIGHT NUMBER: 37-363G

NAME AND ADDRESS: JEANETTE MC ILHENNY
213 BAY HORSE ROAD
BELLEVUE ID 83313

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.220 CFS

This right mitigates for the depletion of water resulting from the diversion and use of water under Rights 37-8696 and 37-8811. To prevent injury to other water right holders, the right holder shall cease diverting and using 0.22 cfs of this right, which shall remain undiverted in the Big Wood River.

If the mitigation portion of this right is used for any purpose other than conveyance loss, then water shall not be diverted under Rights 37-8696 and 37-8811. If the mitigation portion of this right is not deliverable due to a shortage of water or a priority call, then the amount of water authorized for diversion under the uses of Rights 37-8696 and 37-8811 that are being mitigated shall be reduced by the same proportion as the reduction to this right.

PRIORITY DATE: 04/12/1883

POINT OF
DIVERSION:

T02N R18E S16 SESWNE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
MITIGATION	04/15 10/31	0.220 CFS

PLACE OF USE: MITIGATION in BLAINE County

T02N R19E S31 NWSW

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 - Decreed

Use of water under this water right will be regulated by the watermaster of State Water District No. 37.

Rights 37-363G and 37-364G together make a full irrigation supply for 5 acres of land. They are not being used in exchange for authorization to divert ground water to irrigate the same five acres of land pursuant to Rights 37-8696 and 37-8811.

07/11/2007

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

RIGHT NUMBER: 37-364G

NAME AND ADDRESS: JEANETTE MC ILHENNY
213 BAY HORSE ROAD
BELLEVUE ID 83313

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.160 CFS

This right mitigates for the depletion of water resulting from the diversion and use of water under Rights 37-8696 and 37-8811. To prevent injury to other water right holders, the right holder shall cease diverting and using 0.22 cfs of this right, which shall remain undiverted in the Big Wood River.

If the mitigation portion of this right is used for any purpose other than conveyance loss, then water shall not be diverted under Rights 37-8696 and 37-8811. If the mitigation portion of this right is not deliverable due to a shortage of water or a priority call, then the amount of water authorized for diversion under the uses of Rights 37-8696 and 37-8811 that are being mitigated shall be reduced by the same proportion as the reduction to this right.

PRIORITY DATE: 05/01/1887

POINT OF
DIVERSION:

T02N R18E S16 SESWNE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
MITIGATION	04/15 10/31	0.160 CFS

PLACE OF USE: MITIGATION in BLAINE County

T02N R19E S31 NWSW

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 - Decreed

Rights 37-363G and 37-364G together make a full irrigation supply for 5 acres of land. They are not being used in exchange for authorization to divert ground water to irrigate the same five acres of land pursuant to Rights 37-8696 and 37-8811.

Use of water under this water right will be regulated by the watermaster of State Water District No. 37.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

August 28, 2007

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

JEANETTE MCILHENNY
213 BAY HORSE RD
BELLEVUE ID 83313

RE: SRBA Claim(s) 37-363G, 37-364G

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding, which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosure

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

RECEIVED

MAY 17 2007

DEPT. OF WATER RESOURCES
SOUTHERN REGION

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, 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
363 G	37-363 G				
364 G	37-364 G				

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) are 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)

Scott McIlhenny
 Christina Arrate

4. New Owner/Claimant(s)

Jeanette McIlhenny

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

New Mailing Address

213 Bayhorse Road

City, State and ZIP Code

Bellevue, Id. 83313

New Telephone Number

(208) 788-2131

5. Date you acquired the property

12-20-04

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 _____		
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	_____	

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 _____

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

JEANETTE MARIE McILHENNY,)

Plaintiff,)

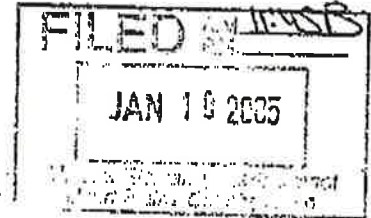
vs.)

SCOTT KENLEY McILHENNY,)

Defendant.)

Case No. CV-04-1191

DECREE OF DIVORCE



This matter came before the court for on the Plaintiff's Verified Complaint for Divorce filed by the Plaintiff through her attorney of record, Jennifer L. K. Haemmerle of the firm Haemmerle & Haemmerle, PLLC.

The Court has received of record an original Acceptance of Service, Waiver of Time and Notice, Consent to Entry of Default and Entry of Decree/Judgment and Consent to Jurisdiction, executed by the Defendant, and has received the original Marriage Settlement Agreement executed by the Plaintiff and Defendant. The court has also received a motion of the Plaintiff seeking entry default of the Defendant and entry of Decree of Divorce incorporating the original Marriage Settlement Agreement.

The Court, has reviewed the Marriage Settlement Agreement ("Agreement") and finds the same to be fair and equitable. The court further finds that it has jurisdiction over both parties, their child, and the property of the parties. The matter having been fully submitted to this Court for entry of final judgment and decree,

NOW THEREFORE, by reason of law and the premises the court finds as follows:

1. Plaintiff and Defendant are, and for a period of more than six (6) weeks prior to filing of the Complaint for Divorce, have been residents of the State of Idaho, county of Blaine.

2. Plaintiff and Defendant were married on the 13th day of October, 1985, and ever since said date have been Wife and Husband.

3. At no time during these proceedings has Plaintiff or Defendant been a member of the Armed Forces of the United States, and none of the provisions of the Soldiers and Sailors Civil

DECREE OF DIVORCE - 1

Relief Act or amendments thereto are applicable to this action.

4. There is one (1) minor child born of this marriage subject to the jurisdiction of this court in matters regarding support and custody, namely: Leah Rose McIlhenny, born February 9, 1989. There is one other child of the parties born of this marriage who is no longer a minor and therefore not subject to the jurisdiction of this court regarding issues of child custody and support, but for whom the parties have entered into certain agreements regarding their parental obligations, namely Dylan McIlhenny, born May 9, 1986.

5. Plaintiff and Defendant have entered into a written Marriage Settlement Agreement which:

- a. Fully and fairly provides for the division or allocation of community property assets and liabilities;
- b. Fully and fairly confirms their separate property interests;
- c. Fully and fairly provides for the custody, care and support of the minor child of the marriage; and other parental obligations for the child who is no longer a minor;
- d. And otherwise fully and fairly settles and relinquishes all marital rights against each other.

6. During the course of the marriage, certain irreconcilable differences have arisen creating substantial reasons for not continuing this marriage, and establishing sufficient grounds for the dissolution of this marriage.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, that

A. The bonds of matrimony heretofore and now existing between the parties are dissolved and forever set aside and Plaintiff and Defendant are granted a divorce, absolute, from each other on the grounds of irreconcilable differences.

B. The Marriage Settlement Agreement Attached hereto as exhibit A is hereby adopted, confirmed and merged into this Decree of Divorce and shall be enforced as an Order of this court as though all of its terms and provisions were set forth fully herein.

C The community property of the parties be divided as follows:

- 1. Wife shall receive as her sole and separate property the personal property and accounts and real property as set forth in the Marriage Settlement Agreement and subject to any obligations set forth therein.

DECREE OF DIVORCE - 2

2. Husband shall receive as his sole and separate property the personal property and accounts and real property as set forth in the Marriage Settlement Agreement and subject to any obligations set forth therein.

D. The separate property of each party is confirmed to them as set forth in the Marriage Settlement Agreement.

E. The community obligations of the parties be divided as follows:

1. Wife shall assume and pay as her sole and separate liability and hold Husband harmless from the debts and obligations assigned to her and assumed by her as set forth in the Marriage Settlement Agreement.

2. Husband shall assume and pay as his sole and separate liability and hold Wife harmless from the debts and obligations assigned to him and assumed by him as set forth in the Marriage Settlement Agreement.

F. The parties have reached an agreement regarding the custody of the minor child, and therefore it is ordered that the parties shall have joint legal and physical custody of the child, as more particularly set forth in the Marriage Settlement Agreement.

G. The parties have reached an agreement regarding the care, support and maintenance of their minor children, and therefore it is ordered that the parties shall have the obligations of support, care and maintenance of the minor child as set forth more particularly in the Marriage Settlement Agreement.

H. Any agreements regarding the children beyond their minorities shall be as set forth in the Marriage Settlement Agreement.

I. The parties are notified of automatic income withholding on the child support obligations pursuant to Idaho Code Section 32-1205 as follows:

"NOTICE OF AUTOMATIC AND IMMEDIATE INCOME WITHHOLDING

This support order is enforceable by automatic and immediate income withholding as of the effective date of this order under Chapter 12, Title 32, Idaho Code. This automatic and immediate income withholding shall be issued by the department of health and welfare or other obligee to your employer or other person who pays your income, without additional notice to you."

J. The parties are notified of possible automatic medical support order obligations as follows:

"NOTICE OF MEDICAL SUPPORT ORDER

Failure to provide medical insurance coverage may result in the direct enforcement of a medical support order by either the obligee or the Department of Health and Welfare. A national medical support notice will be sent to you employer, requiring your employer to enroll the child in a health plan benefit plan as provided by sections 32-1214A through 32-1214K, Idaho Code and applicable rules of the Department."

K. All other rights and obligations between the parties shall be as set forth with more particularity in the Marriage Settlement Agreement.

L. Each party shall bear his or her own attorneys fees, if any, incurred to date in securing this Decree of Divorce, except Husband shall make full payment to Wife of attorney fees as set forth in the Marriage Settlement Agreement and Wife shall have judgment against the Husband for the same until paid in full.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED this 7 day of Jan, 2005.



Honorable R. Ted Israel
Magistrate Judge

CERTIFICATE OF SERVICE

I hereby certify that on the 10 day of January, 2005, I served a true and correct copy of the within and foregoing document upon the attorney(s) named below in the manner noted:

Jennifer L. K. Haemmerle (attorney for Plaintiff)
Haemmerle & Haemmerle, PLLC
P. O. Box 1800
Hailey, ID 83333

Scott K. McIlhenny (Defendant)
1340 Blue Lakes Drive
Hailey, ID 83333

- X By depositing copies of the same in the United States Mail, postage prepaid, at the post office at Hailey, Idaho.
- _____ By hand delivering copies of the same to the office of the attorney(s) at his offices in Hailey, Idaho.
- _____ By telecopying copies of same to said attorney(s) at the telecopier number _____, and by then mailing copies of the same in the United States Mail, postage prepaid, at the post office at Hailey, Idaho.



CLERK OF THE COURT
BY: DEPUTY CLERK

1. Property to Husband Husband shall receive as his sole and separate property, effective upon the execution of this Agreement, the intangible personal property set forth as follows:

a. All right, title and interest in QWEST Savings and Investment Plan, acct. number 538-58-****. Current balance appx. \$24,696.09.

b. All right, title and interest in Edward Jones account/portfolio/money market acct. # 605-93592-1-3 appx. balance \$222,921.74.

2. Property to Wife Wife shall receive as her sole and separate property, effective upon the execution of this Agreement, the intangible personal property set forth as follows:

a. All right, title and interest in her PERSI Choice Plan, acct. No. 149386, appx. balance (\$734.51).

b. All right title and interest in that certain American Funds 401(k) account in her name, acct. #s 63468911 and 63658407; confirmed to the Wife as her separate property and is not an award or allocation of community property and will not count as a community property allocation.

C. REAL PROPERTY

1. Property to Husband The Husband shall receive as his sole and separate property the community real property described as:

a. BELLEVUE PROPERTY: Lots N 45 of 2, S 18' of 3, Block 70, City of Bellevue.

And having an address of 417 S. 5th Street, Bellevue, ID 83313.

a. For the purposes of this agreement, the fair market value of the real property and improvements is deemed to be \$210,000.00.

b. WOODSIDE PROPERTY: Lot 3, Block 72, WOODSIDE SUBDIVISION FINAL PLAT NO. 19, BLANE COUNTY, IDAHO, according to the official plat thereof, on file in the office of the County Recorder, recorded December 28, 1973, as Instrument No. 152514, records of Blaine County, Idaho.

And having an address of 1340 Blue Lake Drive, Hailey, ID 83333.

a. For the purposes of this agreement, the fair market value of the real property and improvements is deemed to be \$350,000.00.

2. Property to Wife The Wife shall receive as her sole and separate property the community real property described as:

a. MULDOON PROPERTY. The Wife shall receive as her sole and separate property the community real property described as:

Lot 52 of MULDOON RANCH SUBDIVISION NO. 2, according to the official plat thereof, recorded as Instrument No. 149860, records of Blaine County, Idaho.

And having an address of:

213 Bay Horse Road, Blaine County, 83313.

With all appurtenances, improvements and water rights.

For the purposes of this agreement, the fair market value of the real property and improvements and inclusive of water rights is deemed to be \$700,000.00.

D. NATURE OF PROPERTY RECEIVED Each party confirms that the personal and real property received pursuant to this Agreement shall be that party's sole and separate property. The parties shall each execute any and all titles or deeds or other documents of ownership upon, upon request of the other party, necessary or convenient to effect the transfer of property set forth herein.

E. ADDITIONAL COMMUNITY PROPERTY Should additional community property be discovered or located in the future which is not listed in this Agreement or should it be determined by a court of competent jurisdiction there exists additional community property which is not listed in this Agreement, such community property shall be divided equally between Husband and Wife immediately upon its identification or determination unless it is shown such community property was known to one of the parties at the time this Agreement was executed and not revealed to the other party. If this occurs, regardless of when the property is discovery, the parties agree and the court is directed to make an unequal division of this community property in favor of the innocent party.

6. Designation and Division of Community Liabilities and Separate Liabilities.

A. DEBTS ASSUMED BY HUSBAND. Husband shall assume and pay as his sole and separate liabilities and hold Wife harmless from the following liabilities:

1. All liability, debt and obligations associated with or arising from the property received by him as a result of this divorce action, except as assumed by Wife herein.

2. Any debt or obligation incurred by him, in his name or on his behalf since the separation of the parties in June 1, 2003, except as assumed by Wife herein.

3. MORTGAGE ON 213 Bay Horse Road - Countrywide Home Loan Acct. Number 048790766, (balance approximately <\$188,131.82>. Husband shall have full responsibility for servicing this debt, although the Wife shall reside in the home secured by the same, and Husband shall satisfy this debt in full by refinance against his own properties, or by any other method, no later than six (6) months from the date of the entry of the Decree of Divorce.

B. DEBTS ASSUMED BY WIFE Wife shall assume and pay as her sole and separate liabilities and hold Husband harmless from the following Liabilities:

1. All liability, debt and obligations associated with or arising from the property received by her as a result of this divorce action, except as assumed by Husband herein.

2. Any debt or obligation incurred by her, in her name or on her behalf since the separation of the parties, June 1, 2003, except as assumed by Husband herein.

3. HOME EQUITY LOAN ON 231 Bay Horse Road - Countrywide Home Equity Acct. Number 002934875, (balance approximately \$99,999.00) Wife shall have full responsibility for servicing this debt, and shall satisfy this debt in full by refinance against her own property, or by any other method, no later than six (6) months from the date of the entry of the Decree of Divorce.

C. UNLISTED OR UNDISCLOSED LIABILITIES If liabilities exist which are not listed herein, the party who failed to exercise due diligence in the finding and disclosure of any such liabilities shall assume complete responsibility for said undisclosed liabilities.

D. INDEMNIFICATION Each party shall indemnify the other and hold the other harmless from all obligations hereby assumed and shall take all steps reasonably required to inform creditors of the assumption of the liabilities by the parties.

7. Equalization. As and for the equalization of the division and allocation of assets and debts to be assumed and satisfied as set forth herein, the Husband shall owe to the Wife, and shall pay concurrent with the execution of this agreement the sum of \$13,500.00 and the sum of \$1000.00 for attorney fees incurred herein, for a total amount due to Wife, from Husband upon the execution of this agreement of \$14,500.00 (fourteen thousand five hundred and 00/100 dollars). Wife shall have judgment against the Husband and his property pursuant to decree of divorce for the same unless and until satisfied in full. Such payment, in full by Husband shall be deemed to satisfy the equalization, reimbursement obligation of Husband and attorney fee obligation of Husband. *All equalization sum due upon refinance. JMSW*

8. No Spousal Maintenance - Neither party shall have an award of spousal support or maintenance or alimony from the other.

9. Tax Matters.

A. COMMUNITY FILINGS. During the period of their marriage, through the tax year ending December 31, 2003, the parties have filed certain income tax returns. If a deficiency assessment is proposed by any taxing authority on any of the returns filed during the period of the marriage (and provided that the tax returns pertain to income, deductions, credit or other matters arising during the period of the marriage), the party receiving notice of that proposed deficiency assessment shall give the other party immediate notice thereof in writing. For any return filed during the marital community, the parties shall share equally in any refund received or tax payment due.

For the tax year ending December 31, 2004, the parties shall file separate returns, and each shall pay the tax due or receive the refund due on his or her own income as his or her own separate debt or separate property. If still married as of December 31, 2004, the parties shall file as married filing separately and shall cooperate with each other to exchange information to complete such filings; and shall pay such tax due or have such refunds as set forth herein.

B. SEPARATE FILINGS. The parties agree that for the calendar year ending 2005, and each year thereafter they shall file separate tax returns.

C. CHILD TAX CREDITS AND DEPENDENCY EXEMPTION. As set forth above, the parties shall claim the children for child tax credit and dependency exemption as follows:

C.1. Leah - For the tax year December 31, 2004, Wife shall claim Leah for the tax dependency exemption and credit. For the tax year ending December 31, 2005, and each year thereafter until Leah reaches the age of 18 years, Husband shall be entitled to claim Leah as a dependent on any state and federal tax returns he may file. The monthly Child Support Obligation is adjusted to reflect this allocation.

Commencing the year that Leah turns 18 years of age, Wife shall be entitled to claim Leah as a dependent child that year, and each year thereafter, if otherwise allowed by law.

Each party shall sign any such declarations as may be from time to time required by the Internal Revenue Service. Nothing herein shall be construed to prohibit or limit the ability of either of the parties to deduct medical expenses or other expenses incurred by the children and actually paid by that party if otherwise allowed by law.

C.2 Dylan - For the tax year ending December 31, 2004, and each year thereafter Wife shall be entitled to claim Dylan as a dependent child on any state and federal tax returns she may file, if otherwise allowed by law.

Each party shall sign any such declarations as may be from time to time required by the Internal Revenue Service. Nothing herein shall be construed to prohibit or limit the ability of either of the parties to deduct medical expenses or other expenses incurred by the children

and actually paid by that party if otherwise allowed by law.

D. TAX LIABILITY AND PENALTIES FOR PROPERTY TRANSFER The transfer of property between the parties as provided for in this Agreement is done incident to the divorce of the parties. Neither party shall seek a stepped-up basis in connection with the transfer of any of the assets pursuant to this Agreement. Each party shall be solely responsible for paying any income tax and capital gains tax, or any other penalty, arising out the taxable disposition of any property awarded to that party pursuant to this Agreement.

E. INNOCENT SPOUSE Nothing herein shall constitute a waiver on the part of either spouse to claim the status of "innocent spouse" (or any comparable status under State law) as that status is defined by Federal law (or State law, if applicable) in any proceeding before the appropriate taxing authority.

10. **Social Security Benefits.** The parties hereby specifically reserve any and all rights each may have pursuant to the Federal Social Security Act and any other federal law related to the Social Security Act.

11. **Mutual Estate Release.** Both parties mutually release one another from any and all claims on the property of the other, whether real or personal and whether now or hereafter acquired. Each party shall have the unrestricted right to dispose of their property, free from any claim or demand of the other, so that their estates shall be distributed and belong to the persons who become entitled thereto, whether by will, devise, bequest, intestacy or otherwise under the laws of any jurisdiction. Both parties expressly waive and relinquish any and all right to inherit the estate of the other, to take property from the other by devise or bequest (unless by a Will executed subsequently to the effective date of this Agreement) or to claim any family allowance or other elective share under the laws of any jurisdiction. Both parties expressly waive and relinquish any right of administration of the estate of the other under the laws of any jurisdiction.

12. **Mutual General Release.** Husband and Wife mutually release one another from any and all known civil causes of actions, claims, demands, damages, costs, attorneys' fees, expenses and compensation of any kind on account of or which in any manner arose directly or indirectly from the relationship during the period of the marriage. Nothing herein shall be construed as barring the filing of any action for divorce or proceeding with any pending action for divorce.

13. **Warranties of the Parties.**

A. NO UNLAWFUL INDUCEMENT Husband and Wife represent and declare to one another that no promises, warranties or representations of any character or nature have been made to induce either party to enter into this Agreement, other than herein contained; that each of the parties acknowledges that each is entering into this Agreement of their own free will and accord without coercion; that each believes the Agreement to be fair, just and reasonable; and that each is signing this Agreement freely and voluntarily.

B. COMPLETE AGREEMENT This Agreement is entire and complete and embodies all understandings and agreements between the parties. No representations, agreements, undertakings or warranties of any kind or nature have been made to the other party to induce the making of this Agreement, except as is expressly set forth in this Agreement. Neither of the parties shall assert that there are any other agreements, oral or written, existing between them. No oral statement or prior written matter outside of this Agreement shall have any force or effect. This Agreement shall not be amended, modified or discharged or terminated orally. Any waiver by either party of any provision of this Agreement, or of any right hereunder, shall not be deemed a continuing waiver and shall not prevent or estop such party from thereafter enforcing such provision or right, and the failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any of such terms or provisions, but the same shall continue in full force and effect.

C. COMPLETE DISCLOSURE Both parties warrant to each other that they have made a complete and full disclosure and representation of their assets and liabilities to the extent necessary for this Agreement and both parties are fully satisfied that they have examined all pertinent documents and have all the necessary information with which to be properly informed and advised regarding the financial status of each party so that the parties are relying on said information in entering into this Agreement.

D. LIABILITY ON FAILURE TO DISCLOSE Both parties warrant to each other that neither has incurred, and each covenants that they shall not incur, any liability or obligation on which the other may become liable; and each covenants and agrees that if any claim, action, or proceeding shall be brought hereafter seeking to hold one of the parties liable on account of a debt, liability, act or omission of the other party, the party causing such claim, action, or proceeding, shall at their sole expense defend the other party against any such claim or demand, whether or not well founded, and hold such innocent party free and harmless therefrom.

E. PROPERTY ACQUIRED AFTER AGREEMENT The parties agree that any property acquired by either of them from and after the date of execution of this Agreement shall be the sole and separate property of the one so acquiring it; and each party waives any and all property rights in and to such future acquisitions of property as the sole and separate property of the one acquiring same from the date of execution of this Agreement.

14. Execution of Further Instruments. Husband and Wife agree that they will immediately, upon request of the other, execute and deliver any other or further instruments necessary or convenient to carry out the provisions of this Agreement, including but not limited to instruments or documents of ownership such as deeds and titles.

15. Decree of Divorce. This Agreement shall be incorporated and merged in full or by reference in any final judgment or decree of divorce divorcing the parties entered by a court of competent jurisdiction.

16. Legal Representation. The parties acknowledge that Jennifer L. K. Haemmerle of the firm Haemmerle & Haemmerle, PLLC, Attorneys at Law, has represented Wife in the preparation of this Agreement. The Husband is aware of his right to independent representation and has chosen to represent himself in this matter. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the documents.

17. Attorneys Fees. Concurrent with the execution of this agreement, Husband shall pay to Wife the sum of \$1000.00 as and for partial reimbursement to her for her attorney fees incurred in this matter up to obtaining the Decree of Divorce. Such payment shall be made in full at the time of the execution of this agreement. Other than this payment from Husband to Wife, each party agrees to bear his or her own attorneys fees and costs incurred in this matter. However, in the event that either party hereto employs an attorney to enforce any right or duty arising out of this Agreement, the prevailing party in such dispute shall be entitled to be paid reasonable costs and attorney's fees by the nonprevailing party, whether litigation is commenced or not.

18. Applicable Law. The laws of the State of Idaho shall govern all matters affecting the interpretation of this Agreement and the rights of the parties hereto.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators and assigns.

20. Notices. All notices required to be given shall be either personally delivered to receiving party or mailed by certified mail, return receipt requested, duly directed to the receiving party at their last known respective address. The parties shall from time to time specify any other addresses by which notice is to be sent.

21. Severability. If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

22. Exhibits. Any exhibits attached to this Agreement are incorporated into this Agreement by this reference hereto.

23. Effect of Copy or Fax. A copy of this agreement shall have the same force and effect as an original; and a copy or fax of a signature shall be considered to be an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year above written.

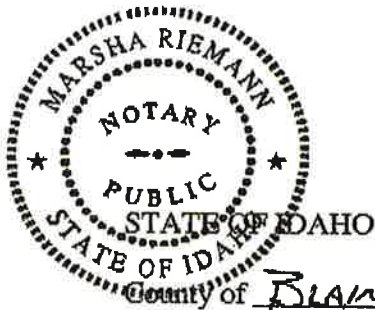

JEANETTE McILHENNY


SCOTT McILHENNY

STATE OF IDAHO)
) ss.
 County of BLAINE)

On this 20 day of DECEMBER, 2004, before me, a Notary Public in and for said State, personally appeared JEANETTE MCILHENNY known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

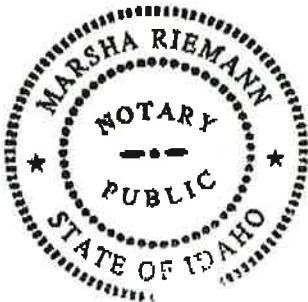
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



Marsha Riemann
 NOTARY PUBLIC FOR: Idaho
 Residing at Hailey
 Commission Expires 1/30/2009

On this 20 day of DECEMBER, 2004, before me, a Notary Public in and for said State, personally appeared SCOTT MCILHENNY known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Marsha Riemann
 NOTARY PUBLIC FOR: Idaho
 Residing at Hailey
 Commission Expires 1/30/2009

ORIGINAL

MARRIAGE SETTLEMENT AGREEMENT

DATED 12-20-04

THIS AGREEMENT is made and entered into by JEANETTE MARIE McILHENNY a resident of the State of Idaho, (hereinafter referred to as the "Wife" or "Mother"), and SCOTT KENLEY McILHENNY a resident of the State of Idaho, (hereinafter referred to as the "Husband" or "Father"), concerning their marital property rights and the support, maintenance and child custody rights arising from their marital relationship.

RECITALS

The parties hereto make this Agreement this 20 day of December with reference to the following facts:

WHEREAS, the parties were married on the 13th day of October, 1985, and ever since that date have been Husband and Wife.

WHEREAS, there is one child born of the marriage, namely Leah Rose McIlhenny born February 9, 1989, who is still a minor child subject to the jurisdiction of the court in matters regarding support and custody. There is another child, namely Dylan McIlhenny, born May 9, 1986, who is no longer a minor child subject to the jurisdiction of the court in matters regarding support and custody. However, the parties have entered into certain agreements regarding their parental obligations to Dylan as part of the consideration for this agreement as set forth in full herein. The Wife is not now pregnant.

WHEREAS, irreconcilable differences have arisen between the parties which render it impossible for the parties to continue to live together as Husband and Wife. As a result the parties have separated and desire a divorce.

WHEREAS, the parties desire to agree on a fair and equitable division of their property and debts.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

1. Living Separate. Each party may continue to live separate and apart from the other for the rest of their lives in all respects as unmarried. Each party shall be free from all restraint, interference or control, direct or indirect, by the other party.

2. Child Custody.

A. – JOINT LEGAL CUSTODY - The legal custody of the child of the parties hereto, during her minority, shall be joint between the parties. All factors contained in Idaho Code Section 32-717B have been met for joint custody to be granted and believe that it is in the best

interest of the child that the child's health, education, and welfare be entrusted equally to Mother and Father. Both Mother and Father shall be responsible for decisions relating to the child's education, upbringing, health, religion, safety and welfare.

B. – JOINT PHYSICAL CUSTODY - The parties shall share joint physical custody of the child. The child shall reside substantially with the Mother. The child shall reside with the Father on a basis that Mother and Father shall agree is in the child's best interest. For the purposes of this agreement, it is assumed that the Father's custodial time shall constitute approximately ten percent (10%) of the total custodial time.

The holidays, the child's birthday, and the parties' birthdays, shall be shared substantially equally between the parties as well, by either sharing or alternating when each parent shall have Leah for a holiday, birthday, or other special event.

2) PARENTING PLAN – Each party shall have liberal and frequent contact and access to the child. Each party shall consent to all reasonable requests of the other party with regard to access and contact with the child, and shall cooperate fully with each other. To that end the parties agree to and adopt the Parent Plan Agreement which has been completed and is attached hereto as **Exhibit A (four pages)**, as if set forth fully herein. EXCEPT THAT PROVISIONS RELATING TO THE SUPPORT OF THE CHILD, HEALTH INSURANCE COVERAGE, HEALTH AND MEDICAL EXPENSES, TAX DEPENDENCY EXEMPTION, AND ALL OTHER MATTERS RELATING TO SUPPORT SHALL BE GOVERNED BY THE EXPRESS PROVISIONS OF THIS AGREEMENT AND THE CHILD SUPPORT GUIDELINES ATTACHED HERETO AS EXHIBIT B, AND NOT BY EXHIBIT A.

3. Child Support

A. BASIC SUPPORT - Commencing retroactive to the first day of October, 2004, and on the first day of each month thereafter, Father shall pay a monthly child support in the amount of **\$508.00** per month for the support, care and maintenance of the child. The monthly support obligation is also adjusted for the basic amount based upon the Idaho Child Support Guidelines, custody and income levels and the tax dependency exemption; all as set forth on the attached child support document exhibits.

B. PLACE OF PAYMENTS - All child support payments shall be made to the State of Idaho, Department of Health and Welfare, Child Support Receipting, P. O. 70008, Boise, Idaho 83707. Each payment shall be made payable to State of Idaho, Department of Health and Welfare, and shall note the parties names and case number. The Plaintiff shall complete and file with the court a Child Support Order Transmittal Form, and shall advise the Department of her change of address and any other information that may be required.

C. AUTOMATIC INCOME WITHHOLDING - The parties acknowledge automatic income withholding on the child support obligations pursuant to Idaho Code Section 32-1205 as follows:

'NOTICE OF AUTOMATIC AND IMMEDIATE INCOME WITHHOLDING'

"This support order is enforceable by automatic and immediate income withholding as of the effective date of this order under Chapter 12, Title 32, Idaho Code. This automatic and immediate income withholding shall be issued by the department of health and welfare or other obligee to your employer or other person who pays your income, without additional notice to you."

D. HEALTH INSURANCE - The Husband shall maintain and keep in full force and effect, and pay all premiums and related costs for a comprehensive medical insurance policy covering the minor child. At the time of this agreement, the cost of the health insurance premium is an employment benefit that is provided at no cost to Husband. At such time as there may be a charge for the premium to which ever party is providing the insurance, the other party shall reimburse to the providing party an amount of the monthly premium in his or her own proportion to their respective gross income levels as determined for child support purposes. Such insurance plan may be available through either parties' employer or independently. At this time, those proportions are as follows:

Husband: 57%
Wife: 43%

E. MEDICAL SUPPORT ORDER- The parties acknowledge possible medical support order/obligations pursuant to Idaho Code Section 32-1214F, as follows:

"Failure to provide medical insurance coverage may result in the direct enforcement of a medical support order by either the obligee or the Department of Health and Welfare. A national medical support notice will be sent to your employer requiring your employer to enroll the child in a health benefit plan as provided by Sections 32-1214A through 12-1214K, Idaho Code, and applicable rules of the Department."

F. HEALTH EXPENSES/ REIMBURSEMENT - Copies of the medical insurance policies, insurance cards and any other documents provided by any insurer shall be provided to both parties. The parties shall cooperate fully with one another to process any and all insurance claims for reimbursement of such medical expenses. Each party agrees to immediately reimburse their share of any medical expenses paid directly by the other party upon receipt of a copy of the medical bill and proof of payment.

Any medical or dental care expenses for the child not covered or paid by the insurance, including but not limited to deductible amounts, orthodontic, optical and dental, psychiatric, psychological, special education, addiction treatment, or counseling in any form, shall be shared by the parties in proportion to their respective gross income levels as determined for child support purposes. Such payments shall be made directly between the parties or as otherwise provided herein. At this time, those proportions are as follows:

Husband: 57%
Wife: 43%

G. LIMITS ON HEALTH CARE EXPENSES – Any claimed health care expense for the children (whether denominated as psychiatric, psychologist, special education, addiction treatment, or counseling in any form, and including regular medical or dental care), whether or not covered by insurance, which would result in an actual out-of-pocket expense of over \$500.00 to the parent who did not incur or consent to the expense, must be approved in advance, in writing, by both parties or by prior court order; unless incurred by the party in the case of emergency treatment as set forth below. Relief may be granted by the Court for failure to comply under extraordinary circumstances, including but not limited to emergency or urgent care treatment, and the Court may in its discretion apportion the incurred expense in some percentage other than that in the existing order, and in so doing, may consider whether consent was unreasonably requested or withheld.

H. TAX DEPENDENCY EXEMPTIONS/CREDITS -

H.1. Leah - For the tax year December 31, 2004, Wife shall claim Leah for the tax dependency exemption and credit. For the tax year ending December 31, 2005, and each year thereafter until Leah reaches the age of 18 years, Husband shall be entitled to claim Leah as a dependent on any state and federal tax returns he may file. The monthly Child Support Obligation is adjusted to reflect this allocation.

Commencing the year that Leah turns 18 years of age, Wife shall be entitled to claim Leah as a dependent child that year, and each year thereafter, if otherwise allowed by law.

alternate Im 5m
Each party shall sign any such declarations as may be from time to time required by the Internal Revenue Service. Nothing herein shall be construed to prohibit or limit the ability of either of the parties to deduct medical expenses or other expenses incurred by the children and actually paid by that party if otherwise allowed by law.

H.2 Dylan - For the tax year ending December 31, 2004, and each year thereafter Wife shall be entitled to claim Dylan as a dependent child on any state and federal tax returns she may file, if otherwise allowed by law.

Each party shall sign any such declarations as may be from time to time required by the Internal Revenue Service. Nothing herein shall be construed to prohibit or limit the ability of either of the parties to deduct medical expenses or other expenses incurred by the children and actually paid by that party if otherwise allowed by law.

I. – EXHIBITS – Case Summary; Child Support Calculations; Affidavit Verifying Income; Child Support Order; Adjustments to Child Support and Recap of Obligations; Shared Split or Mixed Custody Worksheet; - attached hereto in their entirety as **Exhibit B**.

J. – EXCHANGE INCOME INFORMATION - Upon the written request of either party, the parties will provide and exchange information verifying their income for the current and previous tax year.

4. Payment of College Expenses:

A. In consideration of the terms of this agreement, Husband and Wife agree to each pay in full, one half of the student tuition or student fees for each child, Dylan and Leah to pursue a higher education. For the purposes of this Agreement, higher education shall include and shall be limited to four (4) years of continuous attendance as a full time student, at any accredited college or university, or junior or community college, trade schools or technical institutions of the United States, **as the parties shall both agree in advance in writing that Dylan or Leah shall attend.** Higher education may include, **at the absolute discretion and advance written agreement of both parties,** pursuit of higher degrees including but not limited to any master's degree or professional degree up to, and including all doctorate work.

B. Upon the **advance written agreement of the parties** only, their joint obligation of payment of higher education expenses may also include cost of room and board, books, student activity fees, parking, lab costs, a discretionary spending allowance, health insurance, and the cost of travel to/from such institute.

5. Division of Community Property and Confirmation of Separate Property.

A. PERSONAL PROPERTY – TANGIBLE -

1. Property to Husband Husband shall receive as his sole and separate property, effective upon the execution of this Agreement, the tangible personal property set forth as follows:

- a. All personal property currently in his possession.
- b. 1997 Chevy Dually, approximate fair market value (Blue Book)
\$13,000.00.

2. Property to Wife Wife shall receive as her sole and separate property, effective upon the execution of this Agreement, the tangible personal property set forth as follows:

- a. All personal property currently in her possession.
- b. 1993 Nissan Altima VIN # 1N4BU31FOPC231707
approximate fair market value (Blue Book) \$2,225.00
- c. Commencing the year 2005, and each year thereafter until no longer allowed by law or company policy, Husband shall distribute to Wife, as her community share, six (6) guest passes for travel on Horizon Airlines, and/or its successor.

B. PERSONAL PROPERTY – INTANGIBLE

1. Property to Husband Husband shall receive as his sole and separate property, effective upon the execution of this Agreement, the intangible personal property set forth as follows:

a. All right, title and interest in QWEST Savings and Investment Plan, acct. number 538-58-****. Current balance appx. \$24,696.09.

b. All right, title and interest in Edward Jones account/portfolio/money market acct. # 605-93592-1-3 appx. balance \$222,921.74.

2. Property to Wife Wife shall receive as her sole and separate property, effective upon the execution of this Agreement, the intangible personal property set forth as follows:

a. All right, title and interest in her PERSI Choice Plan, acct. No. 149386, appx. balance (\$734.51).

b. All right title and interest in that certain American Funds 401(k) account in her name, acct. #s 63468911 and 63658407; confirmed to the Wife as her separate property and is not an award or allocation of community property and will not count as a community property allocation.

C. REAL PROPERTY

1. Property to Husband The Husband shall receive as his sole and separate property the community real property described as:

a. BELLEVUE PROPERTY: Lots N 45 of 2, S 18' of 3, Block 70, City of Bellevue.

And having an address of 417 S. 5th Street, Bellevue, ID 83313.

a. For the purposes of this agreement, the fair market value of the real property and improvements is deemed to be \$210,000.00.

b. WOODSIDE PROPERTY: Lot 3, Block 72, WOODSIDE SUBDIVISION FINAL PLAT NO. 19, BLAINE COUNTY, IDAHO, according to the official plat thereof, on file in the office of the County Recorder, recorded December 28, 1973, as Instrument No. 152514, records of Blaine County, Idaho.

And having an address of 1340 Blue Lake Drive, Hailey, ID 83333.

a. For the purposes of this agreement, the fair market value of the real property and improvements is deemed to be \$350,000.00.

2. Property to Wife The Wife shall receive as her sole and separate property the community real property described as:

a. MULDOON PROPERTY. The Wife shall receive as her sole and separate property the community real property described as:

Lot 52 of MULDOON RANCH SUBDIVISION NO. 2, according to the official plat thereof, recorded as Instrument No. 149860, records of Blaine County, Idaho.

And having an address of:

213 Bay Horse Road, Blaine County, 83313.

With all appurtenances, improvements and water rights.

For the purposes of this agreement, the fair market value of the real property and improvements and inclusive of water rights is deemed to be \$700,000.00.

D. NATURE OF PROPERTY RECEIVED Each party confirms that the personal and real property received pursuant to this Agreement shall be that party's sole and separate property. The parties shall each execute any and all titles or deeds or other documents of ownership upon, upon request of the other party, necessary or convenient to effect the transfer of property set forth herein.

E. ADDITIONAL COMMUNITY PROPERTY Should additional community property be discovered or located in the future which is not listed in this Agreement or should it be determined by a court of competent jurisdiction there exists additional community property which is not listed in this Agreement, such community property shall be divided equally between Husband and Wife immediately upon its identification or determination unless it is shown such community property was known to one of the parties at the time this Agreement was executed and not revealed to the other party. If this occurs, regardless of when the property is discovery, the parties agree and the court is directed to make an unequal division of this community property in favor of the innocent party.

6. Designation and Division of Community Liabilities and Separate Liabilities.

A. DEBTS ASSUMED BY HUSBAND Husband shall assume and pay as his sole and separate liabilities and hold Wife harmless from the following liabilities:

1. All liability, debt and obligations associated with or arising from the property received by him as a result of this divorce action, except as assumed by Wife herein.

2. Any debt or obligation incurred by him, in his name or on his behalf since the separation of the parties in June 1, 2003, except as assumed by Wife herein.

3. MORTGAGE ON 213 Bay Horse Road - Countrywide Home Loan Acct. Number 048790766, (balance approximately <\$188,131.82>. Husband shall have full responsibility for servicing this debt, although the Wife shall reside in the home secured by the same, and Husband **shall satisfy this debt in full** by refinance against his own properties, or by any other method, no later than six (6) months from the date of the entry of the Decree of Divorce.

B. DEBTS ASSUMED BY WIFE Wife shall assume and pay as her sole and separate liabilities and hold Husband harmless from the following Liabilities:

1. All liability, debt and obligations associated with or arising from the property received by her as a result of this divorce action, except as assumed by Husband herein.

2. Any debt or obligation incurred by her, in her name or on her behalf since the separation of the parties, June 1, 2003, except as assumed by Husband herein.

3. HOME EQUITY LOAN ON 231 Bay Horse Road - Countrywide Home Equity Acct. Number 002934875, (balance approximately \$99,999.00) Wife shall have full responsibility for servicing this debt, and **shall satisfy this debt in full** by refinance against her own property, or by any other method, no later than six (6) months from the date of the entry of the Decree of Divorce.

C. UNLISTED OR UNDISCLOSED LIABILITIES If liabilities exist which are not listed herein, the party who failed to exercise due diligence in the finding and disclosure of any such liabilities shall assume complete responsibility for said undisclosed liabilities.

D. INDEMNIFICATION Each party shall indemnify the other and hold the other harmless from all obligations hereby assumed and shall take all steps reasonably required to inform creditors of the assumption of the liabilities by the parties.

7. Equalization. As and for the equalization of the division and allocation of assets and debts to be assumed and satisfied as set forth herein, the Husband shall owe to the Wife, and **shall pay concurrent with the execution of this agreement the sum of \$13,500.00 and the sum of \$1000.00 for attorney fees incurred herein, for a total amount due to Wife, from Husband upon the execution of this agreement of \$14,500.00 (fourteen thousand five hundred and 00/100 dollars).** Wife shall have judgment against the Husband and his property pursuant to decree of divorce for the same unless and until satisfied in full. Such payment, in full by Husband shall be deemed to satisfy the equalization, reimbursement obligation of Husband and attorney fee obligation of Husband. *ALL equalization sum due upon refinance. JMSW*

8. No Spousal Maintenance - Neither party shall have an award of spousal support or maintenance or alimony from the other.

9. Tax Matters.

A. COMMUNITY FILINGS. During the period of their marriage, through the tax year ending December 31, 2003, the parties have filed certain income tax returns. If a deficiency assessment is proposed by any taxing authority on any of the returns filed during the period of the marriage (and provided that the tax returns pertain to income, deductions, credit or other matters arising during the period of the marriage), the party receiving notice of that proposed deficiency assessment shall give the other party immediate notice thereof in writing. For any return filed during the marital community, the parties shall share equally in any refund received or tax payment due.

For the tax year ending December 31, 2004, the parties shall file separate returns, and each shall pay the tax due or receive the refund due on his or her own income as his or her own separate debt or separate property. If still married as of December 31, 2004, the parties shall file as married filing separately and shall cooperate with each other to exchange information to complete such filings; and shall pay such tax due or have such refunds as set forth herein.

B. SEPARATE FILINGS. The parties agree that for the calendar year ending 2005, and each year thereafter they shall file separate tax returns.

C. CHILD TAX CREDITS AND DEPENDENCY EXEMPTION. As set forth above, the parties shall claim the children for child tax credit and dependency exemption as follows:

C.1. Leah - For the tax year December 31, 2004, Wife shall claim Leah for the tax dependency exemption and credit. For the tax year ending December 31, 2005, and each year thereafter until Leah reaches the age of 18 years, Husband shall be entitled to claim Leah as a dependent on any state and federal tax returns he may file. The monthly Child Support Obligation is adjusted to reflect this allocation.

Commencing the year that Leah turns 18 years of age, Wife shall be entitled to claim Leah as a dependent child that year, and each year thereafter, if otherwise allowed by law.

Each party shall sign any such declarations as may be from time to time required by the Internal Revenue Service. Nothing herein shall be construed to prohibit or limit the ability of either of the parties to deduct medical expenses or other expenses incurred by the children and actually paid by that party if otherwise allowed by law.

C.2 Dylan - For the tax year ending December 31, 2004, and each year thereafter Wife shall be entitled to claim Dylan as a dependent child on any state and federal tax returns she may file, if otherwise allowed by law.

Each party shall sign any such declarations as may be from time to time required by the Internal Revenue Service. Nothing herein shall be construed to prohibit or limit the ability of either of the parties to deduct medical expenses or other expenses incurred by the children

and actually paid by that party if otherwise allowed by law.

D. TAX LIABILITY AND PENALTIES FOR PROPERTY TRANSFER The transfer of property between the parties as provided for in this Agreement is done incident to the divorce of the parties. Neither party shall seek a stepped-up basis in connection with the transfer of any of the assets pursuant to this Agreement. Each party shall be solely responsible for paying any income tax and capital gains tax, or any other penalty, arising out the taxable disposition of any property awarded to that party pursuant to this Agreement.

E. INNOCENT SPOUSE Nothing herein shall constitute a waiver on the part of either spouse to claim the status of "innocent spouse" (or any comparable status under State law) as that status is defined by Federal law (or State law, if applicable) in any proceeding before the appropriate taxing authority.

10. Social Security Benefits. The parties hereby specifically reserve any and all rights each may have pursuant to the Federal Social Security Act and any other federal law related to the Social Security Act.

11. Mutual Estate Release. Both parties mutually release one another from any and all claims on the property of the other, whether real or personal and whether now or hereafter acquired. Each party shall have the unrestricted right to dispose of their property, free from any claim or demand of the other, so that their estates shall be distributed and belong to the persons who become entitled thereto, whether by will, devise, bequest, intestacy or otherwise under the laws of any jurisdiction. Both parties expressly waive and relinquish any and all right to inherit the estate of the other, to take property from the other by devise or bequest (unless by a Will executed subsequently to the effective date of this Agreement) or to claim any family allowance or other elective share under the laws of any jurisdiction. Both parties expressly waive and relinquish any right of administration of the estate of the other under the laws of any jurisdiction.

12. Mutual General Release. Husband and Wife mutually release one another from any and all known civil causes of actions, claims, demands, damages, costs, attorneys' fees, expenses and compensation of any kind on account of or which in any manner arose directly or indirectly from the relationship during the period of the marriage. Nothing herein shall be construed as barring the filing of any action for divorce or proceeding with any pending action for divorce.

13. Warranties of the Parties.

A. NO UNLAWFUL INDUCEMENT Husband and Wife represent and declare to one another that no promises, warranties or representations of any character or nature have been made to induce either party to enter into this Agreement, other than herein contained; that each of the parties acknowledges that each is entering into this Agreement of their own free will and accord without coercion; that each believes the Agreement to be fair, just and reasonable; and that each is signing this Agreement freely and voluntarily.

B. COMPLETE AGREEMENT This Agreement is entire and complete and embodies all understandings and agreements between the parties. No representations, agreements, undertakings or warranties of any kind or nature have been made to the other party to induce the making of this Agreement, except as is expressly set forth in this Agreement. Neither of the parties shall assert that there are any other agreements, oral or written, existing between them. No oral statement or prior written matter outside of this Agreement shall have any force or effect. This Agreement shall not be amended, modified or discharged or terminated orally. Any waiver by either party of any provision of this Agreement, or of any right hereunder, shall not be deemed a continuing waiver and shall not prevent or estop such party from thereafter enforcing such provision or right, and the failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any of such terms or provisions, but the same shall continue in full force and effect.

C. COMPLETE DISCLOSURE Both parties warrant to each other that they have made a complete and full disclosure and representation of their assets and liabilities to the extent necessary for this Agreement and both parties are fully satisfied that they have examined all pertinent documents and have all the necessary information with which to be properly informed and advised regarding the financial status of each party so that the parties are relying on said information in entering into this Agreement.

D. LIABILITY ON FAILURE TO DISCLOSE Both parties warrant to each other that neither has incurred, and each covenants that they shall not incur, any liability or obligation on which the other may become liable; and each covenants and agrees that if any claim, action, or proceeding shall be brought hereafter seeking to hold one of the parties liable on account of a debt, liability, act or omission of the other party, the party causing such claim, action, or proceeding, shall at their sole expense defend the other party against any such claim or demand, whether or not well founded, and hold such innocent party free and harmless therefrom.

E. PROPERTY ACQUIRED AFTER AGREEMENT The parties agree that any property acquired by either of them from and after the date of execution of this Agreement shall be the sole and separate property of the one so acquiring it; and each party waives any and all property rights in and to such future acquisitions of property as the sole and separate property of the one acquiring same from the date of execution of this Agreement.

14. Execution of Further Instruments. Husband and Wife agree that they will immediately, upon request of the other, execute and deliver any other or further instruments necessary or convenient to carry out the provisions of this Agreement, including but not limited to instruments or documents of ownership such as deeds and titles.

15. Decree of Divorce. This Agreement shall be incorporated and merged in full or by reference in any final judgment or decree of divorce divorcing the parties entered by a court of competent jurisdiction.

16. Legal Representation. The parties acknowledge that Jennifer L. K. Haemmerle of the firm Haemmerle & Haemmerle, PLLC, Attorneys at Law, has represented Wife in the preparation of this Agreement. The Husband is aware of his right to independent representation and has chosen to represent himself in this matter. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the documents.

17. Attorneys Fees. **Concurrent with the execution of this agreement, Husband shall pay to Wife the sum of \$1000.00** as and for partial reimbursement to her for her attorney fees incurred in this matter up to obtaining the Decree of Divorce. Such payment shall be made in full at the time of the execution of this agreement. Other than this payment from Husband to Wife, each party agrees to bear his or her own attorneys fees and costs incurred in this matter. However, in the event that either party hereto employs an attorney to enforce any right or duty arising out of this Agreement, the prevailing party in such dispute shall be entitled to be paid reasonable costs and attorney's fees by the nonprevailing party, whether litigation is commenced or not.

18. Applicable Law. The laws of the State of Idaho shall govern all matters affecting the interpretation of this Agreement and the rights of the parties hereto.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators and assigns.

20. Notices. All notices required to be given shall be either personally delivered to receiving party or mailed by certified mail, return receipt requested, duly directed to the receiving party at their last known respective address. The parties shall from time to time specify any other addresses by which notice is to be sent.

21. Severability. If any of the provisions of this Agreement are held to be invalid or unenforceable, all other provisions hereof shall nevertheless continue in full force and effect.

22. Exhibits. Any exhibits attached to this Agreement are incorporated into this Agreement by this reference hereto.

23. Effect of Copy or Fax A copy of this agreement shall have the same force and effect as an original; and a copy or fax of a signature shall be considered to be an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year above written.


JEANETTE McILHENNY


SCOTT McILHENNY

BLAINE COUNTY ASSESSOR
219 1ST AVE SO., SUITE 101
HAILEY, ID 83333

2006

THIS IS NOT A BILL.
DO NOT PAY.

ASSESSMENT NOTICE

& ESTIMATE OF TAX
FOR APPEAL PROCESS-READ BACK OF FORM

PARCEL DESCRIPTION:

MULDOON RANCH SUB #2
LOT 52
5.005 AC SEC 31 2N 19E

For any questions, please notify the Assessor's Office immediately.

Assessor's Telephone Number: (208) 788-5535.

PARCEL ADDRESS:

213 BAY HORSE RD 80000

MC ILHENNY JEANETTE M
213 BAYHORSE RD
BELLEVUE ID 83313

Appeals of your property value must be filed in writing, on a form provided by the County, by:

JUNE 26, 2006

Tax Code Area: 81-0000

Parcel Number: RP 004300000520 A

ASSESSED VALUE OF YOUR PROPERTY

CURRENT CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
15 RUR SUB RES	1.000 AC	345,000	338,990
18 OTHER/EXCESS ACRES	4.005 AC		6,010
32 RURAL IMP		4,520	4,520
37 SUB RES BLDG		216,060	216,060
SUBTOTAL:	5.005	565,580	565,580
LESS HOMEOWNERS EXEMPTION:		50,000	75,000
NET TAXABLE PROPERTY VALUE:		515,580	490,580

These values may not include personal property values. Taxes are based on the values shown on this Notice and on the Budgets of the taxing districts.

ESTIMATED PROPERTY TAXES

TAXING DISTRICTS	LAST YEAR'S TAXES	CURRENT YEAR'S ESTIMATED TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
STATE			788-5506	NOT REQUIRED
COUNTY			788-5506	08/07/2006
AMBULANCE			788-2117	08/07/2006
RECREATION			788-2296	08/03/2006
SCHOOL DIST #61			788-2296	06/13/2006
SCHOOL BOND			788-2296	06/13/2006
BELLEVUE CEM			788-3429	08/23/2006
B CEM OVERRIDE			788-3429	08/23/2006
RURAL FIRE			788-5577	08/23/2006
SUBTOTAL:				
FEES:				
TOTAL PROPERTY TAXES & FEES:				

THIS IS NOT A BILL. DO NOT PAY.

See the back of this Notice for details.

Water Resources
Adjudication Bureau
P. O. Box 83720
 Boise, ID 83720-0098

ADDRESS SERVICE
REQUESTED

FIRST CLASS



UNITED STATES POSTAGE
\$ 00.87
02 1A 0004310839 JAN 08 20
MAILED FROM ZIP CODE 837

NOT DELIVERABLE
AS ADDRESS REQUESTED
RETURNED TO SENDER

RECEIVED
JAN 11 2007
DEPARTMENT OF
WATER RESOURCES

Box 14

37-3646
37-3636

ARRATE CHRISTINA
106 E 420 N
SHOSHONE ID 83352

12/26/2006

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

RIGHT NUMBER: 37-363G

NAME AND ADDRESS: SCOTT MC ILHENNY
PO BOX 310
BELLEVUE ID 83313-0310

CHRISTINA ARRATE
106 E 420 N
SHOSHONE ID 83352

SOURCE: BIG WOOD RIVER

TRIBUTARY: MALAD RIVER

QUANTITY: 0.220 CFS

This right mitigates for the depletion of water resulting from the diversion and use of water under Rights 37-8696 and 37-8811. To prevent injury to other water right holders, the right holder shall cease diverting and using 0.22 cfs of this right, which shall remain undiverted in the Big Wood River.

If the mitigation portion of this right is used for any purpose other than conveyance loss, then water shall not be diverted under Rights 37-8696 and 37-8811. If the mitigation portion of this right is not deliverable due to a shortage of water or a priority call, then the amount of water authorized for diversion under the uses of Rights 37-8696 and 37-8811 that are being mitigated shall be reduced by the same proportion as the reduction to this right.

PRIORITY DATE: 04/12/1883

POINT OF DIVERSION: T02N R18E S16 SESWNE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
MITIGATION	04/15 10/31	0.220 CFS

PLACE OF USE: MITIGATION in BLAINE County

T02N R19E S31 NWSW

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 - Decreed

Use of water under this water right will be regulated by the watermaster of State Water District No. 37.

Rights 37-363G and 37-364G together make a full irrigation supply for 5 acres of land. They are not being used in exchange for authorization to divert ground water to irrigate the same five acres of land pursuant to Rights 37-8696 and 37-8811.



Idaho Department of Water Resources

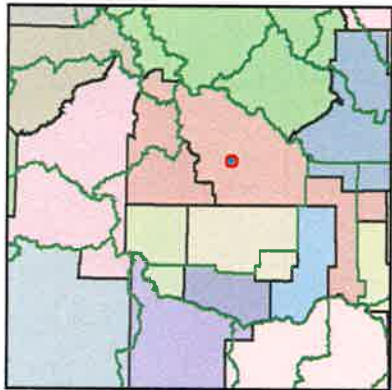
SRBA Recommendation:

37-363G

(Mitigation)

Legend

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



Blaine County
IDWR Basin 37



0 0.1 0.2 Miles

Prepared by S. Keen
On Tuesday, December 26, 2006
2004 Aerial Photography

Claim Review for 37-3636 + 37-3646

S. Keen
12/26/2006

Validity

- ① Transfer 349 approved in 1990 changes the POD for these two rights.
- ② Watermaster list includes both rights
- ③ Parcel does not appear irrigated in 1987 or 1992. It does appear irrigated in 2004 + 2006. Parcel does not look irrigated in 1980. In 1992 IDWR approved permit 37-8696 which used parts of these rights as mitigation. In connection with the ~~trans~~ issuance of Permit 37-8696, IDWR notified the claimant that the possibility of forfeiture of the mitigation right may be reviewed in the SRBA. In 1993 IDWR approved Permit 37-8811 for a little more ground water irrigation mitigated by these two rights. The period of non-use referenced in IDWR's 3/6/1992 letter (see file 37-363) is 1983-1988.

I consulted with Deputy A.G. Nick Spencer, and he told me that the court at this point in time is tending to find administrative as binding, and that approval of the transfer is likely to be seen as acknowledgement of a water right.

37-363G + 37-364G

AJ

WR

37-363G = 37-363H

37-364G = 37-364J

POD - Recommend as transferred, although the Cove Canal may now have its headgate in the NESE of S.16, T2N, R18E.

Water Use + POU

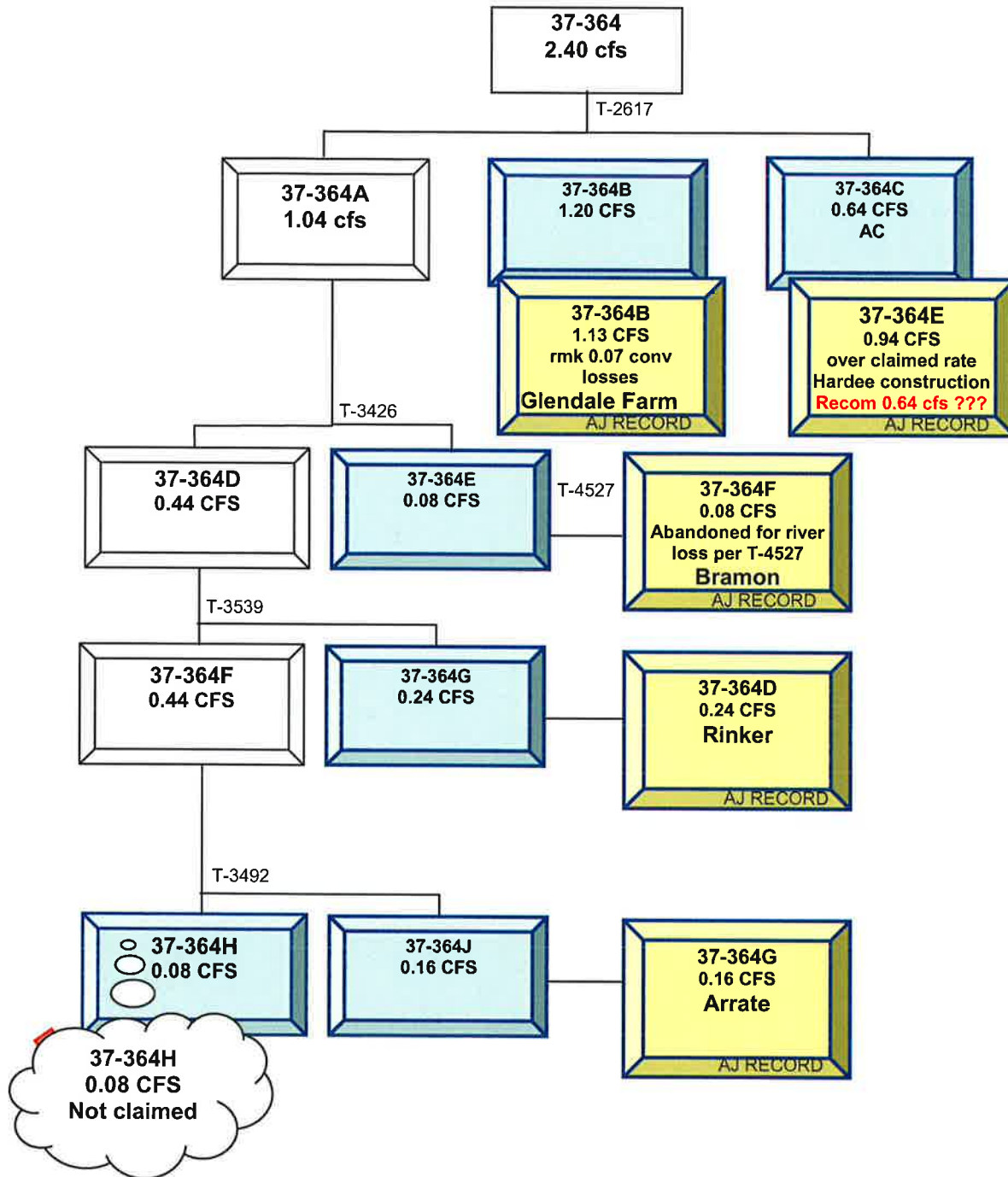
Permit 37-8696 required 0.13 cfs of 37-363G and 0.10 cfs of 37-364G to be left in the river for mitigation for 3 acres of irrigation from ground water. Those amounts are $\frac{3}{5}$ of the rights. Permit 37-8811 was issued to cover the full 5 acres with ground water. The mitigation condition was the same as on 37-8696, although clearly the intent was to leave the remainder of 37-363G + 37-364G in the river as mitigation. (See Application 37-8811.) Therefore, I have described both of these rights as mitigation rights in their entirety.

Idaho Dept of Water Resources
Claims review notes and narrative

Date: 8-29-2005

File: 37-364 split tree analysis

Prepared by Kelly K Christensen



Analysis:

Allocations rights			Adjudication claims			
Water right	Rate	Conv loss	Claim Number	Claim rate	Total recom	
37-364B	1.20	0.07	37-364B	1.13	1.20	0.13 cfs from transferred rt 37-364B not recommended
37-364C	0.64		37-364E	0.94	0.64	
37-364E	0.08		37-364F	0.08	0.08	abandoned
37-364G	0.24		37-364D	0.24	0.24	
37-364H	0.08		unclaimed	0.08	0.08	
37-364J	0.16		37-364G	0.16	0.16	
total	2.40			2.55	2.40	

37-364B Claim: This claim excludes the 0.13 cfs identified as river losses otherwise the claim tracks the transferred right.

37-364D Claim: This claim represents allocations right 37-364G and otherwise tracks the transferred right.

37-364E Claim: This claim was filed for 0.94 cfs based upon a letter. However based upon T-2617 the appurtenant rate is actually 0.64 cfs. The corresponding allocations right is 37-364B.

37-364F Claim: The base right for this claim is 37-364E that was created through T-3426. Transfer T-4527 was subsequently filed to allow pumping from a well and this right is to be left in the river as mitigation for river losses.

37-364G Claim: This claim is based upon allocations record 37-364J which was created through T-3492.

37-364H Allocations record for 0.08 cfs represents the un-transferred portion of the original right and there is no associated adjudication claim against this right.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
341 Fillmore Street, Suite 200
Twin Falls, Idaho 83301-3380

RETURN SERVICE REQUESTED

37-3636
3646

Kelly

★ ★ PITNEY BOWES
★ ★
U.S. POSTAGE
1700 P83524253
3361 \$00.370 SEP 10 2004
1955 MAILED FROM ZIP CODE 83301

RECEIVED

SEP 20 2004

Department of Water Resources
Southern Region

ARRATE
106 E 420 N
SHOSHONE ID 83352

ARRA106 833522004 1C03 16 09/15/04
RETURN TO SENDER
ARRATE
164 E SCOPS OWL CT
KUNA ID 83634-1399

83352X5202 R002



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301-6105 (208) 736-3033
Fax (208) 736-3037

February 22, 1996

PHILIP E. BATT
Governor

KARL J. DREHER
Director

SCOTT MCILHENNY
PO BOX 310
BELLEVUE ID 83313

RE: Amendment of SRBA Claim #A37-00363G, A37-00364G

Dear Claimant:

Pursuant to the approval of Transfer No. 3492, the above referenced Notices of Claim in the Snake River Basin Adjudication have been amended to conform with the transfer. The transfer was approved March 22, 1990, but your Adjudication claims were never amended to conform to the transfer. Please find enclosed a printout of the way your claim records have been modified. Please look the modified records over carefully to be sure they correctly reflect your intended change.

I am also enclosing a change of address form. If your address has changed since Transfer 3492 was filed, please complete the form and return it to the above address. If you have questions please feel free to contact this office.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enc.

MICROFILMED
NOV 29 1996

AJ0743NP
(OD-124)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

01/25/96 11:25:16
Page 1

Water Right Number - R37-00363G

Prefix Translation: RESEARCH

Old (D) Number -

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

*** C - CURRENT OWNER ***
ARRATE

CHRISTINA

1 - RT 1 BOX 170

2 -

3 -

City- SHOSHONE

State- ID Zip- 83352

Phone - 208-886-2588

*** P - PRESENT OWNER ***
MC ILHENNY

SCOTT

1 - PO BOX 310

2 -

3 -

City- BELLEVUE

State- ID Zip- 83313

Phone - 208-788-2131

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
04/12/1883 17 SOUTHERN D - DECREED

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
BIG WOOD RIVER MALAD RIVER

+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

02N 18E 16 SE SW NE (13) BLAINE

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION 04/01 11/01 0.220

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
0.220 17.50 12.5

+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County

02N 19E 31 NW SW 5.0 01 IRRIGATION (13) BLAINE

Total Acres: 5.0

+ - - Diversion Means - EXISTING HEADGATE & COVE CANAL TO P/U

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - A37-00364G

+ - - - - Remarks - - - - - +

RIGHT IS BEING PURCHASED FROM MRS. ARRATE PENDING APPROVAL OF
TRANSFER TO NEW LANDS BY IDWR.

1/25/96, tf; CLAIM AMENDED PURSUANT TO APPROVED TRANSFER 3492
(TRANSFER APPROVED 3/22/90 BUT NOT DATA ENTERED):

1. USE OF WATER UNDER THESE RIGHTS IS SUBJECT TO CONTROL BY THE

NOV 29 1996
MICHO FILMED

AJ0743NP
(00-124)

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

01/25/96 11:25:17
Page 2

Water right number - R37-00363G

Prefix Translation: RESEARCH

+ - - - - Remarks - - - - - +
WATERMASTER OF STATE WATER DISTRICT NO. 37, BIG WOOD RIVER.
THE NEW PLACE OF USE IS LOT 52 OF MULDOON RANCH SUBDIVISION #2.

+ - - - - Old Water Right Numbers - - - - - +
A3700363A

+ - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - + + - - - - Decree Defendant - - - + + - Decree Date - +
S.C. FROST, ET AL ALTURAS WATER COMPANY, ET AL 00/00/0000

+ - - - - Comments - - - - - +
No Comments Found

+ - - Audit Fields - - +
01/25/96 TFAWCETT

+ - - - - Adjudication Rights Dates and Flags Area - - - - - +

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	- 11/04/1988	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- F000000	Water District	- 37
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- AND/OR	Presumption Flag	- D
				Notice of Error Flag	-

NOV 29 1996
MICHOFILMED

Henry
10
Levee, Idaho
83313



Idaho Dept. of Water Resources
Southern Regional Office
2148 4th Ave. East
Twin Falls, Idaho
83301

RECEIVED

OCT 27 1988

Department of Water Resources
Southern Region Office

Idaho
83301

Idaho 83301

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SNAKE RIVER BASIN ADJUDICATION CLAIM VERIFICATION REPORT

FIELD REPORT LOG

CLAIM NUMBER: A37-00363 G

WR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT RECEIVED	COMPLETED REVIEW	COMPLETED DATA ENTRY
PRIORITY DATE	N		SCC 3-27-90	
POINT OF DIV.	(YES) ✓	COVE CANAL	SCC 6-6-90 5-14-90	
SOURCE	N			
PLACE OF USE	(YES)	OUTSIDE TEST AREA	SCC	
DIV. AMOUNT	(YES) (EXCESS FLOW)	POLICY?	SCC	
CONSUMPTIVE USE	N			
USES	N		SCC 3-27-90	
PERIOD OF USE	N		SCC 3-27-90	
BASIS OF CLAIM	N		SCC 5-14-90	

REMARKS: Refer to current Transfer. #3492* IDWR Policy on TRANSFERS

MICROFILMED
MAR 01 1993
1993

GENERAL INFORMATION

Claim number: 437 - 00363 G

LAST: ARRATE

FIRST: CHRISTINA

ADDRESS: RT 1 Box 170

CITY: SHOSHONE

STATE: ID

ZIP: 83352

PHONE: (208) 886 - 2588

OWNER CODE: C

OWNER CONNECTOR: AND/OR

LAST: MCILHENNY

FIRST: SCOTT

ADDRESS: P.O. Box 310

CITY: BELLEVUE

STATE: ID

ZIP: 83313

PHONE: (208) 788 - 2131

OWNER CODE: P

FIELD EXAMINATION INFORMATION

CONTACT PERSON: _____ PHONE NUMBER (____) ____ - ____

DATE OF FIELD EXAM: ____ / ____ / ____ APPOINTMENT MADE? Y(____) N(____), TIME: _____

ACCOMPANIED BY: _____ PHONE NUMBER (____) ____ - ____

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / REMARKS: _____

=====

MICROFILMED

MAR 01 1993

PRIORITY DATE REVIEW SHEET

CLAIM NUMBER: A37-00363G

REMARKS:

RECOMMENDED PRIORITY DATE:

REVIEWED BY

DATE _____

REFILMED

01 1993

TWP RGE SEC 1/4 1/4

S.R.B.A.
#/ACRESI.D.W.R
#/ACRESLANDSAT
DATAFIELD
EXAM.RECOMM.
ACRES2N 18E 16 SE NE A37-003636 70003646 7

TOTAL ACRES

7

TWP RGE SEC 1/4 1/4

S.R.B.A.
#/ACRESI.D.W.R
#/ACRESLANDSAT
DATAFIELD
EXAM.RECOMM.
ACRES

TOTAL ACRES

TWP RGE SEC 1/4 1/4

S.R.B.A.
#/ACRESI.D.W.R
#/ACRESLANDSAT
DATAFIELD
EXAM.RECOMM.
ACRES

TOTAL ACRES

MICROFILMED

MAR 01 1993

POINT OF DIVERSION AND SOURCE REVIEW SHEET

CLAIM # A37-00363G

A. SRBA CLAIM POINT OF DIVERSION AND SOURCE:

TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
<u>2N</u>	<u>18E</u>	<u>9</u>	<u>SW</u>	<u>SE</u>	<u>NW</u>		<u>BLAINE</u>

SOURCE: BIG WOOD RIVER TRIB: MALAD RIVER

B. IDWR RECORD POINT OF DIVERSION RECORD AND SOURCE:

TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
<u>2N</u>	<u>18E</u>	<u>9</u>		<u>SE</u>	<u>NW</u>		<u>BLAINE</u>

SOURCE: BIG WOOD RIVER TRIB: MALAD RIVERC. REVIEW - FIELD EXAM NEEDED? ~~Y~~() N()

		ATTACHED	OR	SEE FILE
VERIFIED ()	TOPO MAP/ORTHO-PQ	YES ~~(X)~~	NO ()	
WITH: ()	ASCS MAP	YES ()	NO ()	
()	WATERMASTER RECORDS	YES ()	NO ()	
()	FIELD EXAM	YES ()	NO ()	
()	OTHER <u>TRANS #3492</u>	YES ~~(X)~~	NO ()	

REMARKS: TRANSFER #3492 IS BASED ON THIS AS CLAIM.

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:

TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	COUNTY
<u>2N</u>	<u>18E</u>	<u>16</u>	<u>SE</u>	<u>SW</u>	<u>NE</u>		<u>13</u>

SOURCE: B.W.R. TRIB: MALAD RIVERREVIEWED BY SCC DATE 5-14-90MICROFILMED
MAR 01 1993

PLACE OF USE REVIEW SHEET (IRRIGATION)

CLAIM # A37-00363GFIELD EXAM REQUIRED: Y(~~X~~) N()PRESUMPTION FLAG: Y() N(~~X~~)ROOT WATER RIGHT NUMBERS 37-00363A

TWP RGE SEC 1/4 1/4	S.R.B.A. #/ACRES	I.D.W.R #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
<u>02N 18E 15 SW NW A37-00363G</u>	<u>3</u>	<u>—</u>	<u>0</u>	<u>—</u>	<u>—</u>
<u>— 00346</u>	<u>3</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>— 00005</u>	<u>13</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
TOTAL ACRES	<u>3</u>				

ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, Y() N()
 IF YES SEE ATTACHED SHEET:

REMARKS: EXAM + POLICY STATEMENTREVIEWED BY SCDATE 5-14-90

MICROFILMED

MAR 01 1993

A. S.R.B.A CLAIMED USES:

PURPOSES	MONTH/DAY	RATE
FOR <u>IRRIGATION</u>	FROM <u>4-1</u> TO <u>11-1</u>	<u>0.22</u> CFS
FOR _____	FROM <u>-</u> TO <u>-</u>	_____ CFS
FOR _____	FROM <u>-</u> TO <u>-</u>	_____ CFS

B. I.D.W.R. RECORDED USES:

PURPOSES	MONTH/DAY	RATE
FOR <u>IRRIGATION</u>	FROM <u>-</u> TO <u>-</u>	<u>1.04</u> CFS
FOR _____	FROM <u>-</u> TO <u>-</u>	_____ CFS
FOR _____	FROM <u>-</u> TO <u>-</u>	_____ CFS

PRESUMPTION FLAG: _____

PERIOD OF USE:

IS PERIOD OF USE WITHIN THE RECOMMENDED SEASON?

Y(~~X~~) N()

RECOMMENDED AS CLAIMED?

Y(~~X~~) N()

RECOMMEND TO IDWR STANDARDS OR OTHER?

Y() N(~~X~~)

REMARKS:

=====

RECOMMENDED USES:

PURPOSES	MONTH/DAY	RATE
FOR <u>IRRIGATION</u>	FROM <u>4-1</u> TO <u>11-1</u>	<u>0.22</u> CFS
FOR _____	FROM <u>-</u> TO <u>-</u>	_____ CFS
FOR _____	FROM <u>-</u> TO <u>-</u>	_____ CFS

REVIEWED BY SCC

DATE 3-27-90

=====

MICROFILMED
MAR 01 1993

CLAIM # A37-00363G

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS? Y() N(☒)

SRBA CLAIMED RATE: 0.22 CFS IDWR ROOT RIGHT RATE: 1.04 CFS
IF NO or IF STATUTORY CLAIM or BENEFICIAL USE field exam required.

IS FLOW MEASUREMENT REQUIRED? Y(☒) N()

B. FLOW MEASUREMENTS

MEASUREMENT METHOD _____, SEE ATTACHED CALCULATIONS

C. ARE OTHER WATER RIGHTS USED? Y(☒) N() If YES complete overlap review.

OTHER RIGHTS LISTED IN CLAIM: A37-00364G - - -
- - -
- - -

See
TRANS.
3492

D. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1. IRRIGATION RATE.

ACRES 5 X 0.02 CFS/ACRE = 0.10 CFS.
(Taken from p/u review)

after
transfer:

DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y(☒) N()

IF YES EXCESSIVE WATER USE FORM FILED AND ATTACHED? Y() N(☒)

2. ANNUAL IRRIGATION CONSUMPTIVE USE & FIELD HEADGATE DIVERSION VOLUME.

ACRES 5 X CONSUMPTIVE RATE FOR AREA 2.5 A.F./ACRE =

TOTAL CONSUMPTIVE USE 12.5 ACRE FEET/ANNUM

ACRES _____ X FIELD APPLIC. RATE FOR AREA _____ A.F./ACRE =

TOTAL FIELD APPLIC. _____ ACRE FEET/ANNUM

E. RATE/VOLUME CALCULATIONS: (OTHER USES)

CONTACT OWNER? Y() N() SEE ATTACHED SHEET? Y() N()

RECOMMENDED DIVERSION RATE: 0.10 CFS

RECOMMENDED CONSUMPTIVE USE: 12.5 AF/ANNUM

RECOMMENDED FIELD HEADGATE APPLICATION: _____ AF/ANNUM

REVIEWED BY See DATE 5-14-90

MICROFILMED
MAR 01 1993

BASIS OF CLAIM ISSUES REVIEW SHEET

CLAIM # A37-00363 G

A. CHECK ONLY THE FOLLOWING THAT APPLY:

	ACCEPTED AS CLAIMED	NEEDS REVIEW
OWNERSHIP _____	(X)	()
FORFEIT/ABANDON _____	()	(X)
EXCESSIVE AMOUNT _____	()	(X)

THIS SRBA CLAIM CFS/ACRE

0.022

OTHER SRBA CLAIMS CFS/ACRE

_____ - _____

_____ - _____

_____ - _____

**Excessive water use form filed and ATTACHED? Y(E) N(~~E~~)

B. SPLIT WATER RIGHT REVIEW

ROOT RIGHT # <u>37-00363</u>	SPLITS # _____	_____ CFS
_____ CFS	# _____	_____ CFS
	# _____	_____ CFS
	# _____	_____ CFS
	# _____	_____ CFS
	TOTAL CFS	_____

**Do the sum of the parts equal the whole?

Y() N()

**IF NO is the written review sheet ATTACHED?

Y() N()

REMARKS: _____

=====

AUTHENTICATION:

SIGNATURE: _____ DATE: _____

NAME OF FIELD EXAMINER: _____ TITLE: _____

=====

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MAR 01 1993

ADDITIONAL ACREAGE FORM

[illegible]

TOTAL NUMBER OF ACRES 10

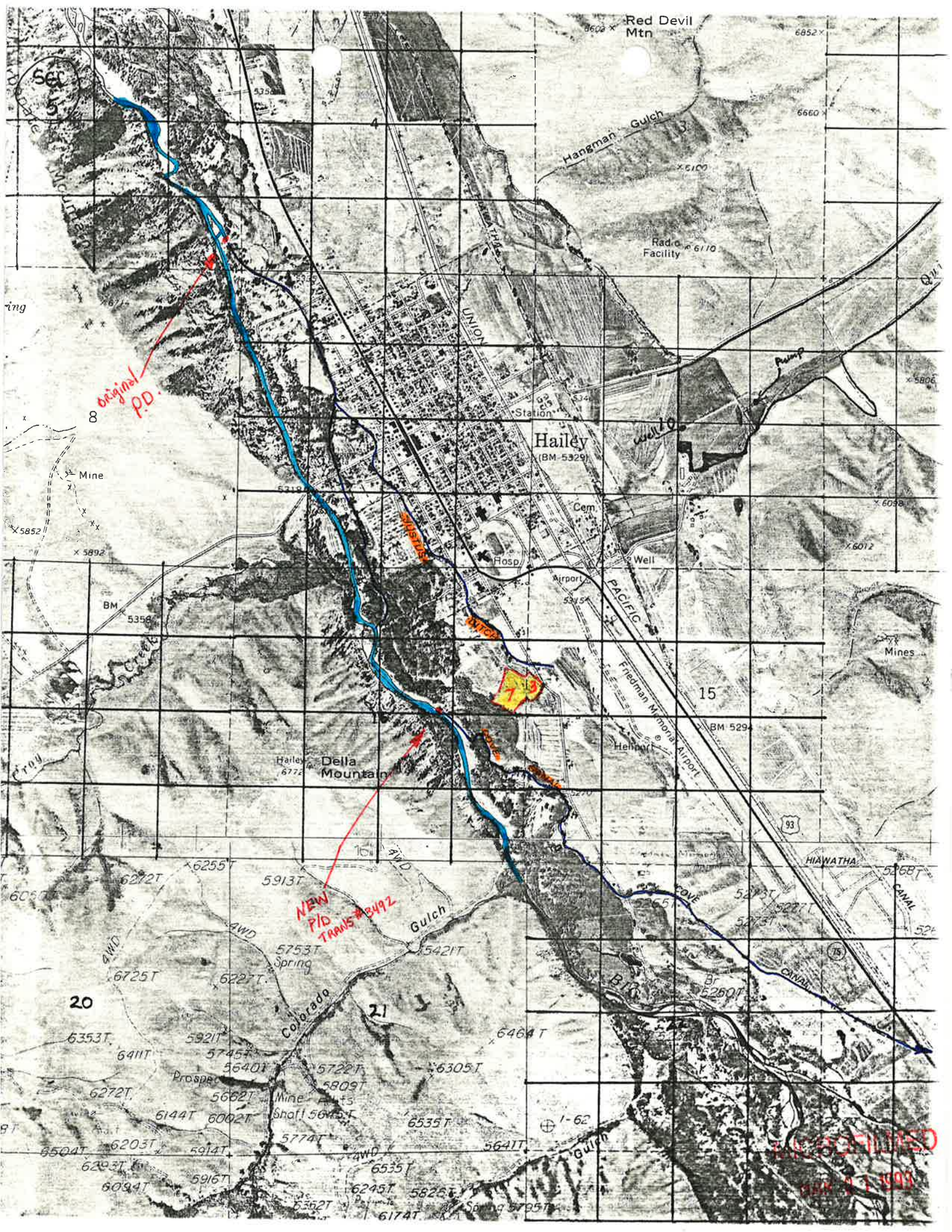
REMARKS:

REVIEWED BY _____

DATE _____

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MAR 01 1993



IDWR MEMO

TO: GEORGE AUSTIGUY

FROM: STEVE CLELLAND *sc*

DATE: FEBRUARY 11, 1992

RE: JUSTUS DITCH ABANDONMENT

YOU ASKED ME TO VERIFY IRRIGATION USE ON THE LANDS DESCRIBED AS T02N, R18E, S15, SWNW, 3.0 ACRES, AND S16, SENE, 7.0 ACRES. I AM FAMILIAR WITH THIS AREA SINCE IT IS PART OF THE TEST AREA FOR THE ADJUDICATION REVIEW PROCESS. I PERFORMED SOME INITIAL FIELD EXAMS FOR THE LANDS IN T02N - R18E ON JUNE 6, 1990.

THE LANDS YOU IDENTIFIED ARE CLAIMED IN THE SRBA AS A37-00363G AND A37-00364G. THERE IS NO DELIVERY OF BIG WOOD IRRIGATION WATERS TO THIS PROPERTY. THE JUSTUS DITCH ORIGINALLY USED TO DELIVER THE WATER HAS LONG BEEN ABANDONED AND FILLED IN BY DEVELOPMENT. THERE IS AT LEAST ONE HOUSE, NEAR THE PLACE OF USE LISTED ABOVE, BUILT OVERTOP THE DITCH. ALSO, NEAR THE HAILEY CITY PARK THERE IS AN APARTMENT BUILDING BUILT OVERTOP THE DITCH. THE LANDS DESCRIBED AND SHOWN ON THE ATTACHED MAP ARE NOT IRRIGATED AND ARE IN THE PROCESS OF BEING SUBDIVIDED WITH HOUSES BEING BUILT ON THE 10 ACRE TRACT. THIS WAS CONFIRMED BY THE NAPP PHOTO X74 SW, 437-11, DATED 8-8-87.

I SPOKE TO THE WATERMASTER FOR THE BIG WOOD RIVER, LEE PETERSEN, THIS MORNING AND HE SAID THEY BELIEVED THE RECORDS INDICATE THE FINAL ABANDONMENT OF THE JUSTUS DITCH TO BE IN 1983. AFTER MY FIELD WORK IN JUNE 1990, I MET WITH REID NEWBY (PREVIOUS WATERMASTER FOR THE BIG WOOD) AND HE GAVE ME A GUIDED TOUR OF ALL THE POINTS OF DIVERSION FROM THE BIG WOOD RIVER. DURING THAT MEETING HE INDICATED THE JUSTUS DITCH HAD BEEN ABANDONED FOR A MUCH LONGER PERIOD OF TIME. IT IS POSSIBLE THAT THE RECORDS MR. PETERSEN REFERS TO IS THE PAYMENT OF THE ASSESSMENT AND NOT THE ACTUAL DELIVERY AND USE OF THE WATER IN THE JUSTUS DITCH.

TRANSFER #3492 CHANGES THE POINT OF DIVERSION OF THESE RIGHTS TO THE COVE CANAL #33 HEADGATE AND MOVES THE PLACE OF USE. THIS TRANSFER IS BASED ON A FORFEITED/ABANDONED WATER RIGHT AND SHOULD NOT HAVE BEEN APPROVED. THE ADJUDICATION CLAIMS FOR THESE RIGHTS WOULD BE RECOMMENDED FOR DISALLOWAL BASED ON THE CURRENT STANDARDS OF REVIEW.

MICROFILMED

MAR 01 1993

R18D

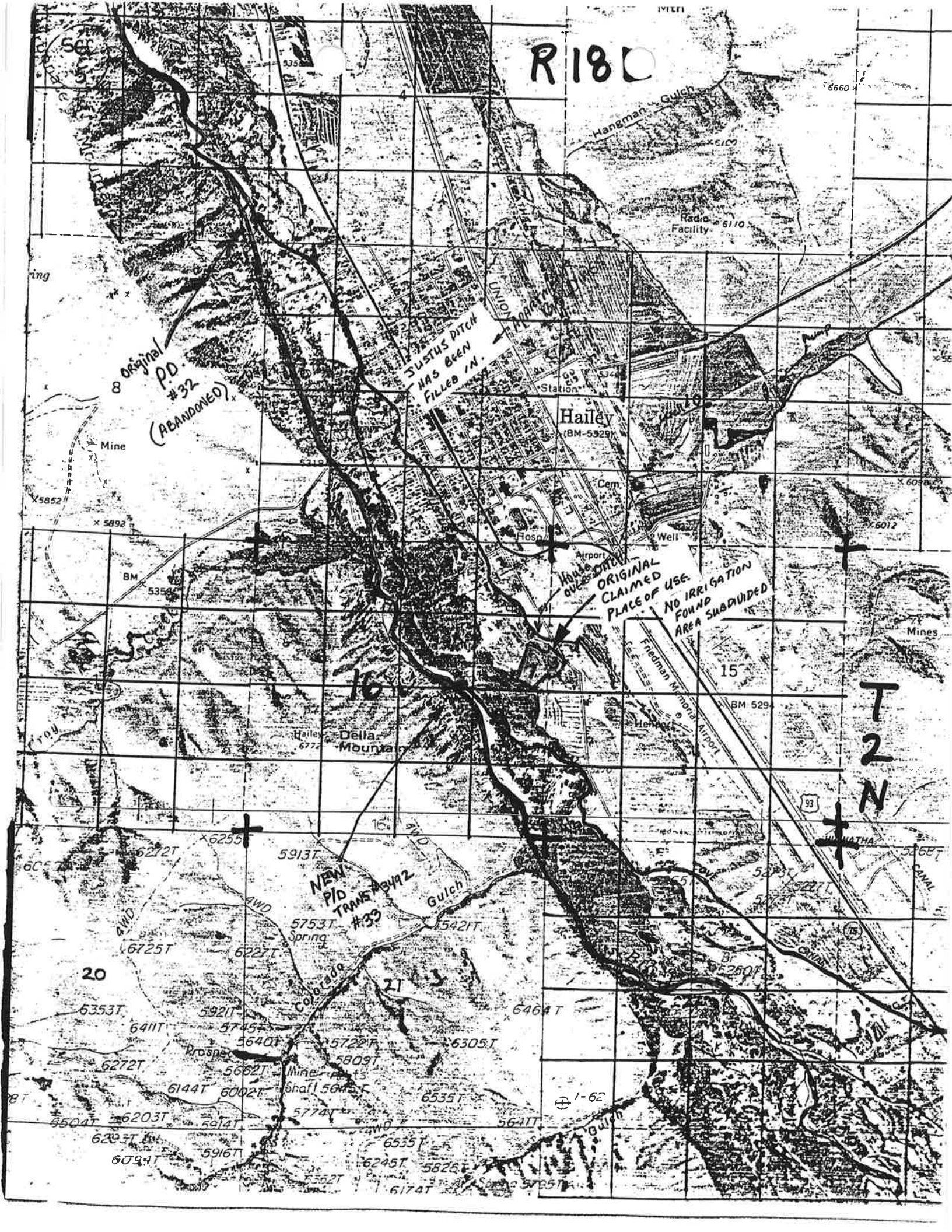
8 original
P.D.
#32
(ABANDONED)

STATUS DITCH
HAS BEEN
FILLED IN.

House ON
ORIGINAL
CLAIMED
PLACE OF USE.
NO IRRIGATION
FOUND
AREA SUBDIVIDED

NEW
PID
TRANS #33

T
2
N



Page 1 of 8
RECEIVEDSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 3492

MAR 28 1990

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

APPROVED

Department of Water Resources

Southern Region Office

Name of applicant Scott McIlhennyPhone 788-2131Post Office address P. O. Box 310, Bellevue, ID 83313

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Justus Ditch can no longer deliver water to the original P/U. Land will be sold without water rights, and the rights will be sold separately for transfer to new lands. I am buying these rights contingent upon approval of this transfer.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

- | 1. Right Number | Priority | Amount (cfs/ac-ft) | Nature of Use | Period of Use |
|-------------------|------------------|--------------------|-------------------|------------------------------|
| <u>A37-00363G</u> | <u>4-12-1883</u> | <u>0.22 cfs</u> | <u>Irrigation</u> | <u>Apr 1</u> to <u>Nov 1</u> |
| <u>A37-00364G</u> | <u>5-1-1887</u> | <u>0.16 cfs</u> | <u>"</u> | <u>"</u> to <u>"</u> |
| _____ | _____ | _____ | _____ | _____ to _____ |
| _____ | _____ | _____ | _____ | _____ to _____ |
2. Total amount of water being transferred 0.38 cubic feet per second and/or 30 acre-feet per annum.
3. Source of water Big Wood River tributary to Malad River
4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	SE	SW	NE	16	2N	18E	Blaine	Cove #33 Headgate, Cove Canal

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
2N	19E	31									5								5

MICROFILMED

MAR 01 1993

Total acres

5

37-0363G 7-#3492

NEW
P/D
TRANS #33
53T #33

PART 1**6. General Information:**a. Description of diversion system Existing headgate & Cove Canal to P/U, gravity irrigationb. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes XX No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

Land will no longer be irrigated. It will be sold without water rights.

d. Remarks:

The new P/U is Lot 52 of Muldoon Ranch Subdiv. #2.**ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES**This is to certify that I have examined Application for Transfer of Water Rights No. 37-0363H/0364FAnd said application is hereby APPROVED, subject to the following limitations and conditions:Use of water under these rights is subject to control by the watermaster of State
Water District No. 37, Big Wood River.Witness my hand this 22nd day of March, 19 90J. Shui Saptor
Chief, Water Alloc. Bureau

MICROFILMED

MAR 01 1993

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by: Claimed by Christina Arrate
 a. Decree No. A37-00363G ~~Decree No.~~ 11/8/1987
 in case of IS/C/FRONT/EN/ML/ SRBA vs. MALAD WATER COMPANY/ET/ML/
 dated 11/2-13-1909 11-19-87 5th ~~Fourth~~ District county of LINCOLN Twin Falls
 b. License No. _____ issued by the Idaho Department of Water Resources.
 c. Claim No. _____ on file with the Idaho Department of Water Resources.
 d. Transfer No. _____ which produced this right.
2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:
☐ Tax Notice ☐ Warranty Deed ☒ Other Agreement
3. Source of water Big Wood River tributary to Malad River
4. Date or priority 4-12-1883
5. Water is used for the following purpose:
 amount 0.22 cfs for Irrigation purposes from Apr 1 to Nov 1
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____
6. Total amount of water under right 0.22 cubic feet per second and/or 30 acre-feet per annum.
7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	<u>SE</u>	<u>SE</u>	<u>SE</u>	<u>32</u>	<u>2N</u>	<u>18E</u>	<u>Blaine</u>	<u>Justus #32 Headgate, ditch</u>
	<u>SW</u>	<u>SE</u>	<u>NW</u>	<u>9</u>				

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>2N</u>	<u>18E</u>	<u>15</u>							<u>3</u>										<u>3</u>
		<u>16</u>				<u>7</u>													<u>7</u>

MICROFILMED

Total acres 10

9. Describe any other water rights used for the same purpose as described above Claim A37-00364G

MAY 01 1993

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. A37-00364 G ^{Claimed by} Justus / Christina Arrate
 Decreed to Justus / Christina Arrate
 in case of SRBA vs. Idaho Water Company / ET / AL
 dated 11-19-87 in 5th District county of Twin Falls
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☐ Tax Notice

☐ Warranty Deed

☒ Other Agreement of Sale

3. Source of water Big Wood River tributary to Malad River

4. Date or priority 5-1-1887

5. Water is used for the following purpose:

amount 0.16 cfs for Irrigation purposes from Apr 1 to Nov 1
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

6. Total amount of water under right 0.16 cubic feet per second and/or 30 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	<u>SE</u>	<u>SE</u>	<u>SE</u>	<u>32</u>	<u>2N</u>	<u>18E</u>	<u>Blaine</u>	<u>Headgate #32 & Justus Ditch</u>
	<u>SW</u>	<u>SE</u>	<u>NW</u>	<u>9</u>				

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>2N</u>	<u>18E</u>	<u>15</u>							<u>3</u>										<u>3</u>
		<u>16</u>																	<u>7</u>

Total acres 10

9. Describe any other water rights used for the same purpose as described above Claim A37-00363G

MICROFILMED
MAR 01 1993

MULDC RANCH SUBDIVISION NO. 2

SEC. 31, T3N, R18E, B.M.

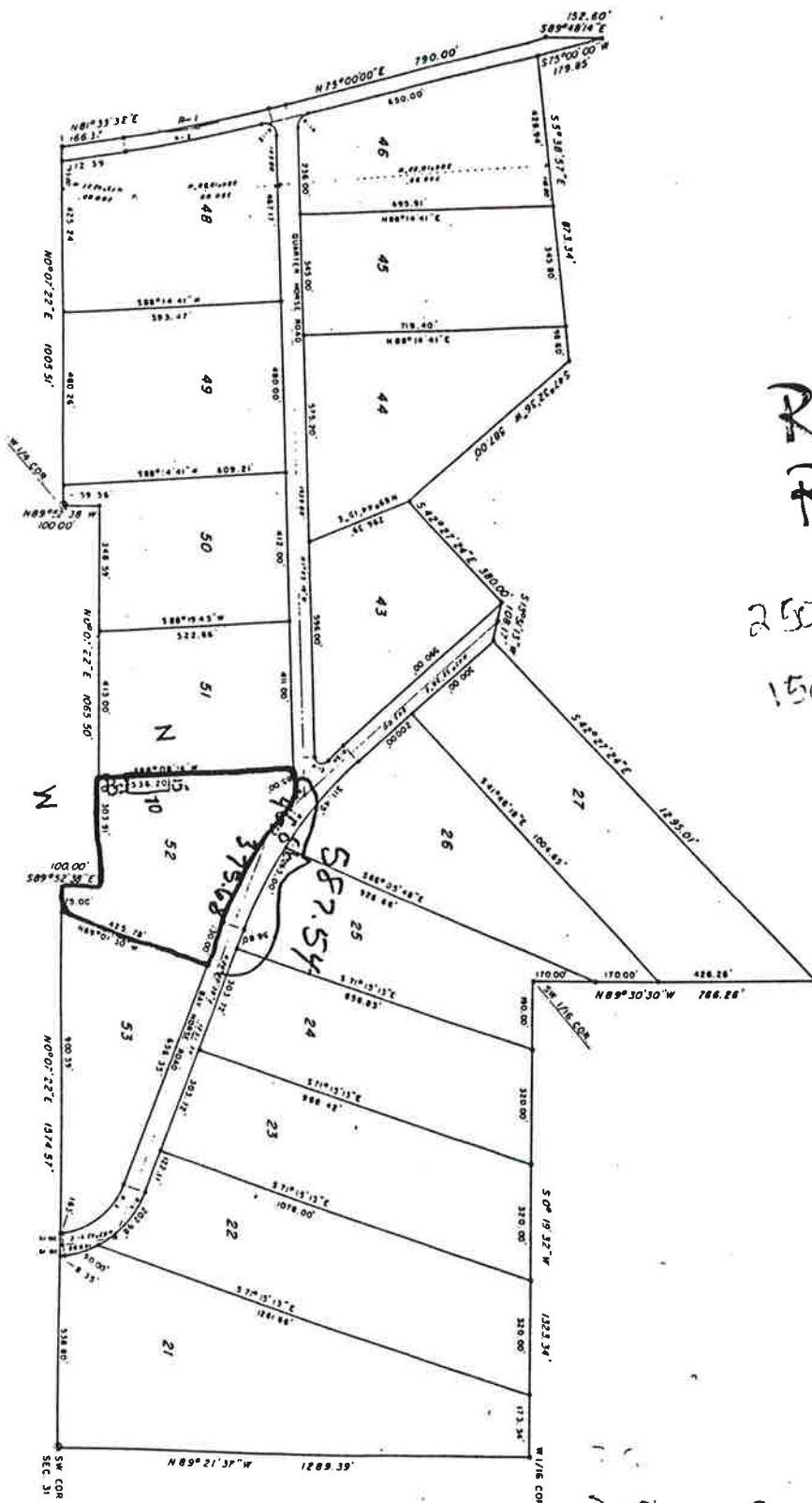
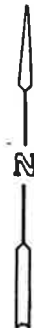
BLAINE COUNTY

IDAHO

LOT 152 sec 31

Land Title Guaranty Company
Box 577
Hailey, Idaho 83333

While this map is a photographic reproduction of that on file in either the recorder's or surveyor's office, the company assumes no liability for variation, if any, with another or re-survey.



46.86
R-11 3100
R-2 375.8

250.000
150-160 35.00
46.86
375.68
130.00

587.54

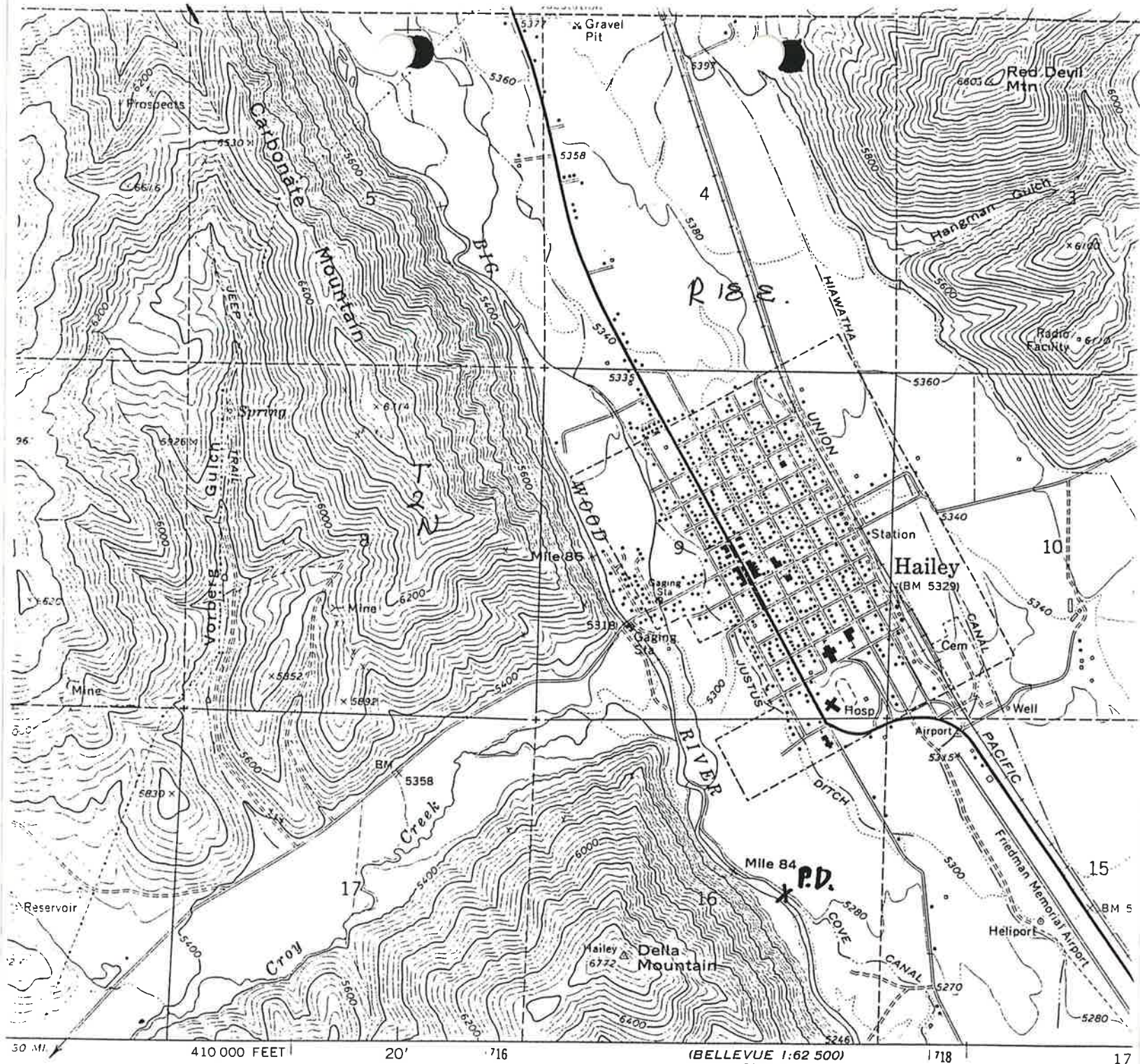
46.86

MICROFILMED

MAR 01 1993

300

516.73



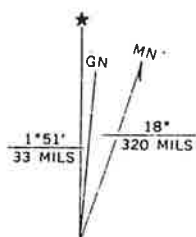
ical Survey

al

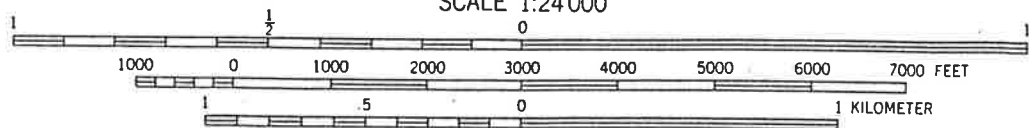
n

,

ks.



UTM GRID AND 1967 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET



CONTOUR INTERVAL 40 FEET
 DOTTED LINES REPRESENT 20-FOOT CONTOURS
 DATUM IS MEAN SEA LEVEL

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
 FOR SALE BY U. S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR WASHINGTON, D. C. 20242
 A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

MAR 01 1993

PART 3**B. CHANGES IN NATURE OF USE**

1.	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				to
				to

2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

S. J. M. J. O.
(Signature of Applicant)

Subscribed and sworn to before me this 4th day of November, 19 88.

Mary R. Baldwin
(Notary Public)

My commission expires 10/16/1992

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 2 attachments

Received by J. F. Stanton Date 11-4-88 Protest filed by _____

Prelim. check by A. Sundberg Fee \$50 #5003538

Receipted by J. F. Stanton Date 11-4-88

Published in Wood River Journal Copies of protest forwarded by _____

Pub. dates 2/8 & 2/15/89 Hearing held by _____ Date _____

Watermaster recommendation requested on 1/27/89 (37-N) Recommended for ☒ approval ☐ denial

2/2/89 (37-M) by L. H. J. M.

_____ rec'd. 2/9/89

Copy of transfer sent to lien holder _____

MICROFILMED

MAR 01 1993

28-Mar-1990

Reid Newby
Box T
Shoshone, ID

Dear MR. NEWBY,

Irrigation District # 37

TRANSFER NO.: 37-0363G TR#3492

Please find attached copy of approved transfer from the State Office in favor of Scott McIlhenny for your information and further handling.

Please note section e. "other" under action of the director, department of water resources.

Very truly yours,

Gary Funderburg
Sr. Water Resource Agent

GF:tj

MICROFILMED

MAR 01 1993

37-0363G TR# 3492



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

March 6, 1992

RECEIVED

MAR 10 1992

Scott McIlhenny
P.O. Box 310
Bellevue, ID 83313

Department of Water Resources
Southern Region Office

RE: Application for Permit to Appropriate Water No. 37-08696;
Mitigation with Water Rights Nos. 37-0363 and 37-0364

Dear Mr. McIlhenny:

We have reviewed the information which you submitted regarding the ten acres from which your portions of water rights nos. 37-0363 and 37-0364 were originally transferred. We have also independently researched the use of water on the ten acres, and use of water on the five acres to which the water right is now appurtenant.

We conclude that 1983 was the last year water was delivered in the Justus Ditch. Houses have now been constructed where the Justus Ditch was once located. We have no record of delivery of your water rights until 1989, although your application for transfer was filed in November, 1988. It appears that water may not have been delivered for a period of five years, although the period of nondelivery did not exceed five years.

We have received information that, from 1989 through the present, most of the water rights delivered by the Cove Ditch have been undeliverable because of their late priority. Your rights were legally deliverable, but could not physically be delivered because additional water was needed to carry your water to you. The time from 1989 to the present will not be added on to any possible forfeiture period.

Finally, the Department allowed the transfer of the point of diversion to the Cove Ditch and a change in the place of use in 1989. The transfer only sought the irrigation of 5 acres with the entire amount of water.

The Department will recognize irrigation of not more than 5 acres with your surface water rights. Application for permit no. 37-08696 requests irrigation of three acres. I understand from our conversation that you own five acres. If you wish to irrigate more land than the three acres, you must file another application for permit. The Department of Water Resources will approve your plan of mitigation to contribute your portions of

MICROFILMED

MAR 01 1993

37-0363

Scott McIlhenny
March 6, 1992
Page - 2

water rights nos. 37-0363 and 37-0364 to the river to compensate for your ground water withdrawal and irrigation of three (3) acres. Application no. 37-08696 will be approved with the condition that 0.13 cfs of right no. 37-0363 and 0.10 cfs of right no. 37-0364 must remain in the Big Wood River. The remainder of your water rights can be used as compensation for irrigation of the additional two (2) acres you own.

Approval of your mitigation plan by the Department will not preclude further consideration of your water rights, including the issue of forfeiture, in the Snake River Adjudication. If you intend to market the residual portion of your rights for irrigation, the buyers should be informed that the validity of the rights may again be scrutinized in the future.

If you wish to refine any party of my letter, please respond within fifteen (15) days. If I don't receive a response, I will process application no. 37-8696.

Respectfully,



GARY SPACKMAN, Manager
Water Right Permits Section

GS:js

cc: Southern Region

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MAR 01 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

RECEIVED

DEC 15 1989

December 13, 1989

Department of Water Resources
Southern Region Office

Scott McIlhenny
P.O. Box 310
Bellevue, ID 83313

RE: Application for Transfer No. 3492 Proposing a Change in the Place of Use and Point of Diversion for Portions of Water Rights Nos. 37-00363 and 37-0364

Dear Mr. McIlhenny:

I have reviewed the application for transfer you filed as an agent for Christina Arrate. The transfer application requests that an adjudication claim filed by Ms. Arrate be recognized as a transferable water right.

An adjudication claim is a document filed by a possible owner of a water right with a court, claiming that the water right exists and is owned and used as stated in the claim. The claim is an allegation of the existence and validity of a water right, but is not a document confirming the right.

The law requires that when an application for transfer is filed, the Department must insure that other water rights are not injured by the transfer, and that the transfer does not result in an enlargement of use. Part of our review requires that the applicant show ownership of the water right he is requesting to transfer.

Our files show no evidence of water ownership by Ms. Arrate. Presently our records show that right no. 37-0363 is split into four parts: William Cloughton for 2.16 cfs; Gus Chek, 0.30 cfs; Frank Braman, 0.30 cfs; and U.S. Justus, 0.44 cfs.

Our records also show that water right no. 37-0364 is split into three parts, with another part pending approval. Upon approval of the pending transfer, the following is a representation of the ownership: LDS Church, Hailey Ward, 1.84 cfs; Frank Braman, 0.08 cfs; Pauline Dockstader, 0.24 cfs; and U.S. Justus, 0.24 cfs. You must identify from which of these owners of record your right is derived, and show ownership of the right. The best method of proof is a series of deeds establishing the chain of title.

MICROFILMED

MAR 01 1993

37-0363

I would be happy to assist you further as I'm sure our Southern Regional office in Twin Falls will also be willing to assist. Upon submittal of this information, I will proceed to act on the transfer you have filed.

Sincerely,

A handwritten signature in cursive script, reading "Gary Spackman".

GARY SPACKMAN, Manager
Water Right Permits Section

GS:js

cc. Southern Region

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MAR 01 1993

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

01/26/90 09:36:16

Page 1

Water Right Number - A37-00363G

Adj. Flag Translation: Adjudication Temporary Work Area Old (D) Number -

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

*** C - CURRENT OWNER ***
ARRATE

CHRISTINA

1 - RT. 1 BOX 170

2 -

3 -

City- SHOSHONE

State- ID Zip- 83352

Phone - 208-886-2588

*** P - PRESENT OWNER ***
MC ILHENNY

SCOTT

1 - P. O. BOX 310

2 -

3 -

City- BELLEVUE

State- ID Zip- 83313

Phone - 208-788-2131

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
04/12/1883 17 D - DECREED

+ - - - - Source - - - - + + - - - - - Tributary - - - - - +
BIG WOOD RIVER MALAD RIVER

+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County (Blank if no Index Code)

02N 18E 9 SW SE NW (13) BLAINE

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 04/01 11/01 0.220

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
0.220

+ - - - - Place of Use - - - - - +
TwN Rng Sec Tract Lot Acres Code Description County
02N 18E 15 SW NW 3.0 01 IRRIGATION (13) BLAINE
02N 18E 16 SE NE 7.0 01 IRRIGATION (13) BLAINE

Total Acres: 10.0

+ - - Diversion Means - JUSTUS #32 HEADGATE

+ - - Non-Irrigation Use - NONE.

+ - - Other Rights for Same Use - 3700364-PART.

+ - - - - Remarks - - - - - +
THIS RIGHT IS A PART OF 3700363A

MICROFILMED
MAR 0 1 1993

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	- 12/09/1985	Old Judicial District	-
Claim Received Date	- 11/04/1988	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- S003568	Water District	- 37
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- AND/OR		

0 09:36:1
Page 2
MICROFILMED
MAR 01 1993

Old (D) Number -

+ - - - - - Address - - - - - 0

1 -

2 -

3 -

City-

Phone -

State-

Zip-

+ - - - Stage - - - +

D - DECREE

+ - - - Status - - - - +

+ - - - - - Tributary - - - - -

MALAD RIVER

Twn	Rng	Sec	Tract	Lot	RFlg	County	Point of Diversion	Stream Index (Blank if no Index Code)
-----	-----	-----	-------	-----	------	--------	--------------------	---------------------------------------

02N 18E 9 SE NW (13) BLAINE

Code	Description	Period From	Water Use Period To	Diversion Rate	Diversion Volume
0000	0000	0000	0000	0000	0000

01 - IRRIGATION

1.040

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

Twn	Rng	Sec	Tract	Lot	Acres	Place of Use Code	Description	County
02N	18E	15	SW NW			01	IRRIGATION	(13) BLAINE

Total Acres:

+ - - Diversion Means - JUSTUS #32 HEADGATE

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

	Remarks
--	---------

TRANS. 1740.

P/D GIVEN AS SWNW S9 IN TRANSFER. PRESENT P/D FROM WATERMASTER.

P/U INCOMPLETE. SEE FILE.

RT. DECREED FROM BIG WOOD R. BUT DELIVERED FROM BIG WOOD SLOUGH.

+ - - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - +

+ - - - - Decree Defendant - - - +

+ - Decree Date - +

MICROFILMED
MAR 01 1993

MICROFILME Pag

MAR 01 1993

FILED
OCT 27 1988
AK 011993

Water Right Number - 37-00363

Adj. Flag Translation: Standard Water Right Number

Old (D) Number -

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

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
00/00/0000 17

+ - - - - Source - - - - - + + - - - - - Tributary - - - - - +

+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County Stream Index (Blank if no Index Code)+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

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

+ - - - - Place of Use - - - - - +
TwN Rng Sec Tract Lot Acres Code Description County

Total Acres:

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - Remarks - - - - - +
SPLIT INTO 37-0363A & 37-0363B BY TRANS. 1740.+ - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.+ - - - - Decree Plaintiff - - - + + - - - - Decree Defendant - - - + + - Decree Date - +
00/00/0000

+ - - Microfilm Rolls -

+ - - Audit Fields - 12/09/85 05/28/88 CONVERT

+ - - - - Water Rights Dates and Flags Area - - - - - +

Proof Due Date	- 00/00/0000	Field Exam Made	- 00/00/0000	Field Exam Fee	-
Approved/Denied	- 00/00/0000	Protested Date	- 00/00/0000	Swan Falls	-
Proof Made Date	- 00/00/0000	Hearing Date	- 00/00/0000	Temporary Right	- P
Start Work Date	- 00/00/0000	Verified Date	- 12/09/1985	DLE/Carey Act	-
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	-
Licensed Date	- 00/00/0000	Appl Received	- 00/00/0000	Transfer/Amended	-

WR0723NP
(OD-26)

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT CLAIMS PROOF READING REPORT

10/25/88 09:25:31
Page 2

Water right number - 37-00363

Adj. flag translation: Standard Water Right Number

+ - - - - Water Rights Dates and Flags Area - - - - -

Decree Date - 00/00/0000

MICROFILMED
MAR 01 1993

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT CLAIMS PROOF READING REPORT

10/25/88 09:25:44
Page 1

Water Right Number - 37-00363A

Adj. Flag Translation: Standard Water Right Number

Old (D) Number -

+ - - - - Last Name - - - - +

+ - First Name - - +

+ - - - - Address - - - - +

*** C - CURRENT OWNER ***
JUSTUS

U. S.

1 -

2 -

3 -

City-

Phone -

State-

Zip-

+ - - Priority Date - - +
04/12/1883

+ - - Region - - - +
17

+ - - Stage - - - +
D - DECREED

+ - - Status - - - - +

+ - - Source - - - - +
BIG WOOD RIVER

+ - - Tributary - - - - +
MALAD RIVER

+ - - Point of Diversion - - - - +
TwN Rng Sec Tract Lot RFlg County Stream Index (Blank if no Index Code)

02N 18E 9 SE NW (13) BLAINE

+ - - Code Description Period Water Diversion Volume

01 - IRRIGATION

+ - Total Div. Rate - + + Total Div. Volume - +
1.040

Consumptive Use - + + - KW Usage - +

+ - - TwN Rng Sec Tract Lot A County

02N 18E 15 SW NW

(13) BLAINE

Total Acres:

+ - - Diversion Means - JUSTUS #32 HEADGATE

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

TRANS. 1740.

P/D GIVEN AS SWNW S9 IN TR.

P/U INCOMPLETE. SEE FILE.

RT. DECREED FROM BIG WOOD R. BUT DELIVERED FROM BIG WOOD SLOUGH.

P/D FROM WATERMASTER.

+ - - Conditions of Approval - - - - +
No Conditions of Approval found.

+ - - Decree Plaintiff - - - +
S. C. FROST, ET. AL.

+ - - Decree Defendant - - - +
ALTURAS WATER COMPANY, ET. AL.

+ - Decree Date - +
12/13/1909

0363A+B

60364A,B,C

T2N1PE

15,16

CHOFILMED

011993

Water right number - 37-00363A

Adj. flag translation: Standard Water Right Number

- - - Microfilm Rolls -

- - - Audit Fields - 02/11/86

05/28/88 CONVERT

+ - - - - - Water Rights Dates and Flags Area - - - - - +

Proof Due Date - 00/00/0000
Approved/Denied - 00/00/0000
Proof Made Date - 00/00/0000
Start Work Date - 00/00/0000
Order Show Cause - 00/00/0000
Licensed Date - 00/00/0000
Decree Date - 12/13/1909

Field Exam Made - 00/00/0000
Protested Date - 00/00/0000
Hearing Date - 00/00/0000
Verified Date - 12/09/1985
Receipt Number -
Appl Received - 00/00/0000

Field Exam Fee -
Swan Falls -
Temporary Right - P
DLE/Carey Act -
Water District - 37
Transfer/Amended - P

MICROFILMED
MAR 01 1993

Water Right Number - 37-00363B Adj. Flag Translation: Standard Water Right Number Old (D) Number -

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

*** C - CURRENT OWNER *** WILLIAM 1 -
 CLOUGHTON 2 -
 3 -
 City- BELLEVUE State- ID Zip- 83313
 Phone -

*** O - ORIGINAL OWNER *** U. S. 1 -
 JUSTUS 2 -
 3 -
 City- State- Zip-
 Phone -

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +

04/12/1883 17 D - DECREED

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +

BIG WOOD RIVER MALAD RIVER

+ - - - - Point of Diversion - - - - - +

Twn	Rng	Sec	Tract	Lot	Rflg	County	Stream Index (Blank if no Index Code)
01N	18E	12	SW NW		(13)	BLAINE	

+ - - - - Water Use - - - - - +

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
01	IRRIGATION			2.160	

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

2.160

+ - - - - Place of Use - - - - - +

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
01N	18E	10	SW NE			01	IRRIGATION	(13) BLAINE
01N	18E	10	SW NW			01	IRRIGATION	(13) BLAINE
01N	18E	10	SE NW			01	IRRIGATION	(13) BLAINE
01N	18E	10	NE SW			01	IRRIGATION	(13) BLAINE
01N	18E	10	NW SW			01	IRRIGATION	(13) BLAINE
01N	18E	10	NE SE			01	IRRIGATION	(13) BLAINE
01N	18E	10	NW SE			01	IRRIGATION	(13) BLAINE
01N	18E	10	SW SE			01	IRRIGATION	(13) BLAINE
01N	18E	10	SE SE			01	IRRIGATION	(13) BLAINE
01N	18E	11	NW SW	2		01	IRRIGATION	(13) BLAINE
01N	18E	11	SW SW			01	IRRIGATION	(13) BLAINE
01N	18E	11	SE SW			01	IRRIGATION	(13) BLAINE
01N	18E	14	SW NE			01	IRRIGATION	(13) BLAINE
01N	18E	14	SE NE			01	IRRIGATION	(13) BLAINE
01N	18E	14	NE NW			01	IRRIGATION	(13) BLAINE
01N	18E	14	NW NW			01	IRRIGATION	(13) BLAINE

MICROFILMED
 MAR 0 1 1993

Water right number - 37-00363B

Adj. flag translation: Standard Water Right Number

Tw	Rng	Sec	Tract	Lot	Acres	Code	Description	County
01N	18E	14	SE NW			01	IRRIGATION	(13) BLAINE
01N	18E	15	NE NE			01	IRRIGATION	(13) BLAINE
01N	18E	15	NW NE			01	IRRIGATION	(13) BLAINE

Total Acres:

+ - - Diversion Means - BANNON #49 HEADGATE

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

TRANS. 1740.
P/D GIVEN AS NESW S12 IN TRANSFER. PRESENT P/D FROM WATERMASTER.
RT. IS FOR 2.03 CFS (2.16 CFS - 6% CONVEYANCE LOSS).
TRANS. SHOWS 320 AC. TO BE IRRIGATED; NO ACREAGE DIVISION GIVEN.

Conditions of Approval - - - - -
R01 - A measuring device of a type approved by this Department shall be
- maintained as a part of the diverting works.

+ - - - Decree Plaintiff - - - +	+ - - - Decree Defendant - - - +	+ - Decree Date - +
S. C. FROST, ET. AL.	ALTURAS WATER COMPANY, ET. AL.	12/13/1909

+ - - Microfilm Rolls -

+ - - Audit Fields - 12/09/85 05/28/88 CONVERT

+ - - - - - Water Rights Dates and Flags Area - - - - -

Proof Due Date - 00/00/0000	Field Exam Made - 00/00/0000	Field Exam Fee -
Approved/Denied - 00/00/0000	Protested Date - 00/00/0000	Swan Falls -
Proof Made Date - 00/00/0000	Hearing Date - 00/00/0000	Temporary Right - P
Start Work Date - 00/00/0000	Verified Date - 12/09/1985	DLE/Carey Act -
Order Show Cause - 00/00/0000	Receipt Number -	Water District - 37
Licensed Date - 00/00/0000	Appl Received - 00/00/0000	Transfer/Amended - P
Decree Date - 12/13/1909		

MICROFILMED
MAR 01 1993

R PROOF

CVR

MAPS

PHOTOS

MISC

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:00:42
05/19/90

PAGE: 1
GENERAL INFORMATION

CLAIM NUMBER: A37-00363G

LAST: MC ILHENNY
ADDRESS: P. O. BOX 310
CITY: BELLEVUE
PHONE NUMBER: 208-788-2131

FIRST: SCOTT
STATE: ID ZIP: 83313

OWNER CODE: P

LAST: ARRATE
ADDRESS: RT. 1 BOX 170
CITY: SHOSHONE
PHONE NUMBER: 208-886-2588

FIRST: CHRISTINA
STATE: ID ZIP: 83352

OWNER CODE: C

FIELD EXAMINATION INFORMATION

CONTACT PERSON: _____

PHONE NUMBER: (____) ____-____

DATE OF FIELD EXAM: ____/____/____

APPOINTMENT MADE: Y(____) N(____)

TIME: ____:____ A(____) P(____)

ACCOMPANIED BY: _____

PHONE NUMBER: (____) ____-____

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / REMARKS:

MICROFILMED
OCT 26 1994

A. AJ CLAIM: # A37-00363G PRIORITY DATE: 04-12-1883 STAGE: D
B. WR RECORD: # 37-00363 PRIORITY DATE: - - STAGE:

C. FIELD EXAM REQUIRED? DATABASE FIELD
DUE TO PRIORITY DATE DISCREPANCY? (Y/N) Y EXAMINER

ARE THERE OBVIOUS REASONS TO QUESTION THE PRIORITY DATE CLAIMED? Y() N()
IF YES EXPLAIN.

REMARKS:

=====

RECOMMENDED PRIORITY DATE:

REVIEWED BY

DATE

MICROFILMED
OCT 26 1994

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A37-00363G	02N	18E	9	SW	SE	NW		BLAINE

OTHER AJ CLAIMS WITH SAME AJ POD

WR RECORDS IN SAME 40 ACRE TRACT

A37-00364G
R37-00364G
R37-00363G

37-00156
37-00363A
37-00364A
37-00562A
37-00562B
37-00645
37-02511
37-02699

SOURCE: BIG WOOD RIVER

TRIB: MALAD RIVER

OTHER WR RECORDS WITH SAME WR POD

AJ CLAIMS IN SAME 40 ACRE TRACT

NONE

NONE

C. FIELD EXAM REQUIRED?

	DUE TO POD DISCREPANCY? (Y/N)	DUE TO SOURCE DISCREPANCY? (Y/N)	DATABASE	FIELD EXAMINER
			Y	_____
			Y	_____

REMARKS:

MICROFILMED
OCT 26 1994

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:

TWP. RGE. SEC. 1/4 1/4 1/4 LOT COUNTY

SOURCE:

TRIB:

REVIEWED BY:

DATE:

MICROFILMED
OCT 26 1994

A. ROOT WATER RIGHT NUMBERS: A37-00363D
A37-00363F

A37-00363G

A37-00363B

R37-00363F

R37-00363G

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
02N	18E	15	SW	NW		MC ILHENNY , SCOTT	A37-00363G / 3.0	- /			
						MC ILHENNY , SCOTT	R37-00364G / 3.0	- /			
						MC ILHENNY , SCOTT	A37-00364G / 3.0	- /			
						PENCE , F. CARL	A37-12765 /	- /			
						ARRATE , CHRISTINA	R37-00363G / 3.0	- /			
						PENCE , F. CARL	R37-12765 /	- /			
						CITY OF HAILEY	A37-00296 /	- /			
						HAILEY , CITY OF	R37-00296 /	- /			
						JUSTUS , U. S.		37-00363A /			
						JUSTUS , U. S.		37-00364A /			
						STOREY , GEORGE C.		37-00645 /			
						CITY OF HAILEY		37-00906 /			
						WILSON , FLOYD		37-00920 /			
						BARKER , O. D.		37-01193 /			
02N	18E	16	SE	NE		MC ILHENNY , SCOTT	A37-00363G / 7.0	- /			
						CITY OF HAILEY	A37-00296 /	- /			
						MC ILHENNY , SCOTT	A37-00364G / 7.0	- /			
						ARRATE , CHRISTINA	R37-00363G / 7.0	- /			
						MC ILHENNY , SCOTT	R37-00364G / 7.0	- /			
						HAILEY , CITY OF	R37-00296 /	- /			
						JUSTUS , U. S.		37-00364A /			
						WILSON , FLOYD		37-00920 /			
TOTAL ACRES						A37-00363G	10.00				

ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, Y() N()
IF YES SEE ATTACHED SHEET:

C. FIELD EXAM REQUIRED?

DUE TO POU DISCREPANCY? (Y/N)

DATABASE
Y

FIELD
EXAMINER

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PRESUMPTION FLAG:

REMARKS:

RECOMMENDATIONS:

TOTAL ACRES: _____

REVIEWED BY: _____

DATE: _____

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A. AJ CLAIMED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
A37-00363G IRRIGATION	FROM 04-01 TO 11-01	.220 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED		.220 CFS

B. WR RECORDED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
TOTAL DIVERSION RATE/VOLUME CLAIMED		

PRESUMPTION FLAG:

C. FIELD EXAM REQUIRED?

	DATABASE	FIELD EXAMINER
DUE TO WATER-USE DISCREPANCY? (Y/N)	Y	_____
DUE TO DIVERSION RATE DISCREPANCY? (Y/N)	Y	_____
DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N)	Y	_____

D. PERIOD OF USE:

RECOMMEND AS CLAIMED? Y(____) N(____)

RECOMMEND TO WR STANDARDS OR OTHER? Y(____) N(____) Explain in remarks, below.

REMARKS:

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A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y() N()

AJ TOTAL CLAIMED DIVERSION RATE: 0.220 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: CFS

*** IF NO or IF STATUTORY CLAIM or BENEFICIAL USE then flow measurement required. ***
** If an amount smaller than the original diversion rate is **
** claimed and an exam is NOT required, explain in remarks. **

FLOW MEASUREMENT REQUIRED?

FIELD
DATABASE EXAMINER
Y

DUE TO STAGE OR DIVERSION RATE DISCREPANCY? (Y/N)

B.

FLOW MEASUREMENT

MEASUREMENT METHOD , SEE ATTACHED CALCULATIONS.

C. ARE OTHER WATER RIGHTS USED? Y() N() IF YES COMPLETE OVERLAP REVIEW.

OTHER RIGHTS LISTED IN CLAIM: 3700364-PART.

LIST ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE:

CLAIM	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A37-00363G	BIG WOOD RIVER	MC ILHENNY , SCOTT	0.220	0.022		
R37-00364G	BIG WOOD RIVER	MC ILHENNY , SCOTT	0.160	0.016		
R37-00363G	BIG WOOD RIVER	ARRATE , CHRISTINA	0.220	0.022		

LIST ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION.

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A37-12765	DOMESTIC	PENCE , F. CARL	FROM 01-01 TO 12-31	.080 CFS	
A37-12765	STOCKWATER	PENCE , F. CARL	FROM 01-01 TO 12-31	.030 CFS	
R37-12765	DOMESTIC	PENCE , F. CARL	FROM 01-01 TO 12-31	.080 CFS	
R37-12765	STOCKWATER	PENCE , F. CARL	FROM 01-01 TO 12-31	.030 CFS	
A37-00296	MUNICIPAL	CITY OF HAILEY	FROM 01-01 TO 12-31	2.620 CFS	
R37-00296	MUNICIPAL	HAILEY , CITY OF	FROM 01-01 TO 12-31	2.620 CFS	

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D. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE

ACRES _____ x 0.02 CFS/ACRE = _____ CFS
(Taken from p/u review)

1b. CALCULATIONS

DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y(____) N(____)

*** IF YES ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y(____) N(____) ***

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = _____ AF/A

ACRES _____ x CONSUMPTIVE VOL. AF/A FOR AREA _____ =

TOTAL CONSUMPTIVE USE _____ AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = _____ AF/A

ACRES _____ x DIVERSION VOL. AF/A FOR AREA _____ =

TOTAL DIVERSION VOLUME _____ AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y(____) N(____)

REMARKS: (Include limitations on CONSUMPTIVE USE for combined rights.)

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RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
		DATABASE EXAMINER	DATABASE EXAMINER	DATABASE EXAMINER
_____	_____	_____	_____	_____
TOTAL FOR THIS RIGHT		_____	_____	_____

REVIEWED BY: _____ DATE: _____

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A. CHECK ONLY THE FOLLOWING THAT APPLY:

	ACCEPTED AS CLAIMED	NEEDS REVIEW
OWNERSHIP _____	()	()
FORFEIT/ABANDON _____	()	()
ADDITIONAL DIV. AMOUNT _____	()	()

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 37-00363

TOTAL DIVERSION RATE OF WR SPLITS	DATABASE 3.200	EXAMINER _____	CFS
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SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A37-00363D	0.300	-	
-	A37-00363F	0.300	-	
-	A37-00363G	0.220	-	
-	A37-00363B	2.030	37-00363B	2.160
A37-00363	R37-00363F	0.300	37-00363	
A37-00363A	R37-00363G	0.220	37-00363A	1.040
	TOTAL CFS	3.370		3.200

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, is the written review sheet attached? (Y/N)

DATABASE
N

FIELD
EXAMINER

REMARKS:

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=====

AUTHENTICATION:

SIGNATURE: _____

DATE: _____

NAME OF FIELD EXAMINER: _____

TITLE: _____

=====

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:00:42
05/19/90

PAGE: 13
QUICKLOOK INFORMATION

CLAIM NUMBER: A37-00363G

WR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE	Y							
POINT OF DIV	Y							
SOURCE	Y							
PLACE OF USE	Y							
DIV. AMOUNT CFS/VOLUME	Y							
CONSUMPTIVE USE								
PURPOSES	Y							
PERIOD OF USE	Y							
BASIS OF CLAIM	Y							

"VERIFIED BY" CODES

TOPO MAP/ORTHO-PQ = 1
ASCS MAP = 2
WATERMASTER RECORDS = 3
NAPP PHOTOS = 4
FIELD EXAM = 5
OTHER (SEE REMARKS) = 6

THESE CODES ARE USED TO INDICATE HOW THE FIELD EXAMINER VERIFIED THE INFORMATION
USED FOR THIS FIELD EXAMINATION. INDICATED ARE ALL CODES WHICH APPLY.

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