

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: A37-11202

Date Received: 8/31/1988

Receipt No: C002412

Received By: JP JP

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ORIE LEAVELL 208-934-8598
Address: BOX 54
GOODING, ID 83330

OR

Name: LONNIE LEAVELL 208-934-8598
Address: BOX 54
GOODING, ID 83330

2. Date of Priority: APR 01, 1961

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06S	14E	6	SW	SW	SW		GOODING

5. Description of diverting works:
2 WELLS - 120' DEEP, PUMPS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.120		
STOCKWATER	01/01	12/31	0.230		
IRRIGATION	04/01	11/01	0.500		

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

A.F.A.

8. Total consumptive use is 75.0 Acre Feet Per Annum.

9. Non-irrigation uses:

D/3 HOMES WITH LAWN AND GARDEN, S/1000 HEAD

A37-11202

Page 1

Date: 08/31/88

MICROFILMED
FEB 25 1993

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
06S	14E	6	SW		SW		DOMEST	
			SW		SW		STOCK	
			SW		SW		IRR	25.0
			SE		SW		STOCK	
							Section Acres	25.0
							Total Acres	25.0

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

(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.

MICROFILMED
FEB 25 1993

owner

Levell CATTLE
Box 54
Gooding Idaho 833
208-934-8517

T 6 S R 14 E B.M.
Aug 31, 1988

5 1/2 S 1/2 (EXCL 7.4 ±)
Sec 6 T6S R14E B.M.
3 wells
DOM Water 2 Homes
2 Tr-1
CATTLE Water 3000 Hd
SP Irr 25 A ±

RECORDED
FEB 25 1993

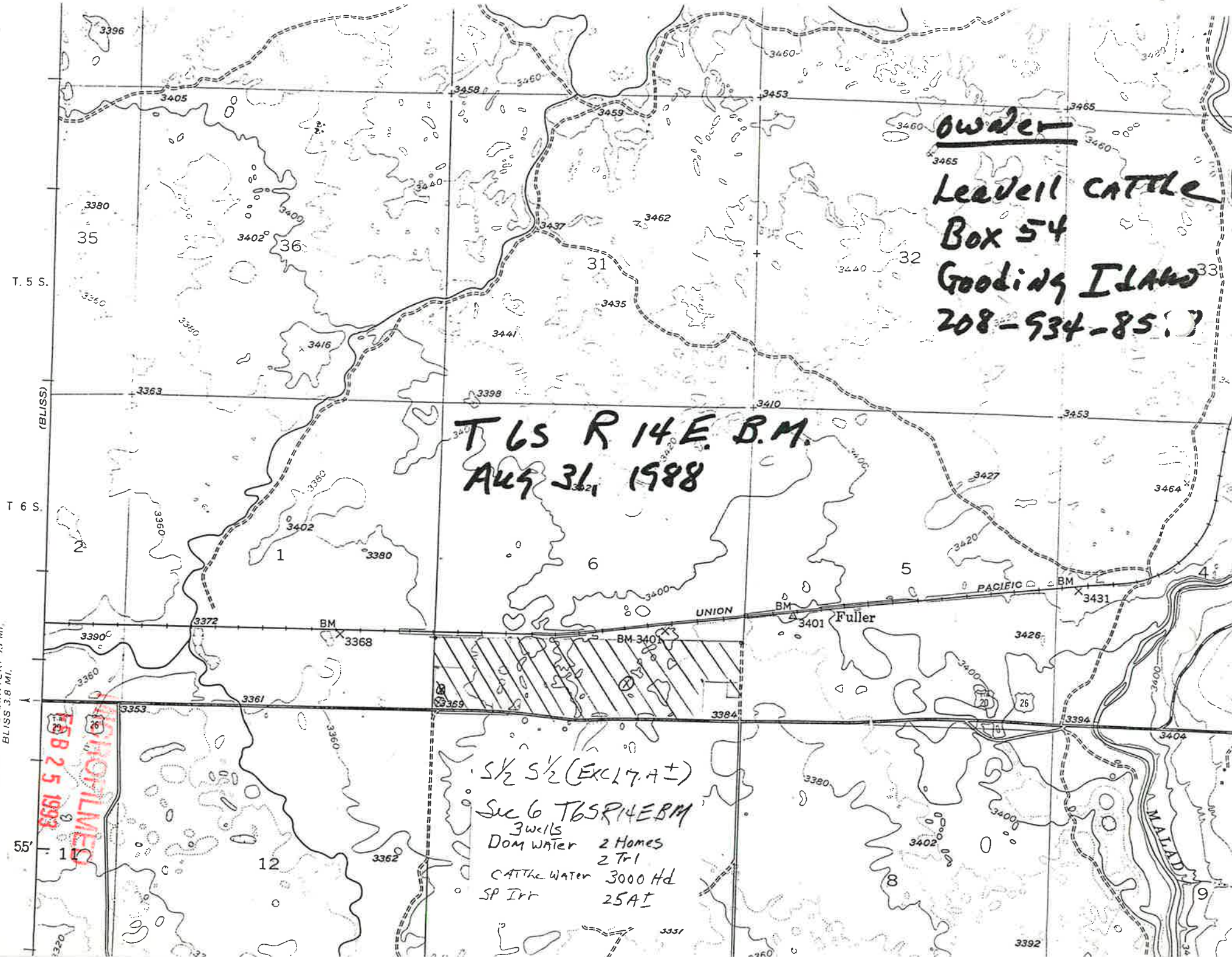
BOISE (CIVIC CENTER) 95 MI.
BLISS 3.8 MI.

T. 5 S.

(BLISS)

T 6 S.

55'



RECEIVED

MAR 18 1997

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Snake River

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

1. Water Right No(s).: _____
Adjudication Claim No(s).: A37-11201 & 11202
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Orle & Lonnie Leavelle
PO Box 54, Gooding, ID
4. New Owner/Claimant(s) Roger D. & ^{9th} Jeanette O. Johnson
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address 1216-A Hwy 26
City, State and ZIP Code Bliss, ID 83314
New Telephone Number () 352-4345
5. Date you acquired the property 7-28-1994
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Roger D. Johnson
Jeanette O. Johnson
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

Closing No. G-21100Date July 28 1994

We, the undersigned, hereby instruct LAND TITLE AND ESCROW, INC., hereinafter referred to as "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information: The parties have entered into an Agreement for the purchase and sale of subject property entitled Real Estate Purchase and Sale and dated March 28, 1994, hereinafter referred to as the Agreement. The closing agent is hereby instructed to close the transaction in accordance with the terms of the Agreement as well as these instructions. HOWEVER, in the event the terms of the Agreement and the terms of these instructions shall conflict, the terms of these instructions shall control.

PROPERTY: Part Sec. 5 and 6, T6South Range 14 EBM and Section 6: Lot 7
Gooding County, IdahoBUYER: Roger Johnson and Jeanette O. RobertsSELLER: Kathleen J. Cooper, Successor Trustee of the Orie S. Leavell Revocable Trust

TERMS:

Sale Price \$ 230,000.00

Payable as follows:

Earnest Money Deposit

\$ 16,000.00 held by
Land Title and Escrow, Inc.

Down payment

\$ _____

Assumption of

\$ _____
approximate balance
owing after the

New Loan

\$ 149,500.00 from
Beneficial Mortgage

Purchase Money Deed of Trust

\$ _____ from

(All assumption balances set out above shall be adjusted if necessary to the actual balances upon written verification from lender. If this transaction involves a new loan, these instructions must conform with the instructions from said lender.)

PRORATION DATE: 7-28-94 CLOSING DATE: 7-28-94 The closing agent is instructed to prorate all items to be prorated as of the proration date with the seller being responsible for all such items up to but not including the date of proration and the buyer being responsible for such items from and including the date of proration.

The property taxes for 19 94 shall be prorated on the basis of 19 93 tax assessed or, if the amount assessed is not known, taxes shall be prorated based on the estimate of \$ _____. The parties hereto acknowledge that there may be a difference between the amount of taxes prorated and the actual tax assessment ultimately levied. The parties further acknowledge that under Idaho Code Sections 63-403, 63-2203, and Title 63, Chapter 39 "New and Additional Assessments", "Adjustments of Taxes by the Board of Commissioners", and "Tax on Newly Constructed and Occupied Residential and Commercial Structures", additional taxes may be levied. The parties hereto agree to hold the closing agent harmless for any proration difference or additional taxes and agree to promptly adjust any such difference between themselves. The closing agent shall not prorate any utility charges, unless specifically instructed to do so.

CONTR: The following items shall be paid by BUYER (B), SELLER (S), DIVIDED BETWEEN BUYER AND SELLER EVENLY UNLESS OTHERWISE STATED (D), or PAID OUTSIDE CLOSING (POC).

____ Attorney's Fees	<u>S</u> Title Insurance, Owners Policy	____ Assumption Fee
<u>D</u> Closing Fee	<u>B</u> Title Insurance, Loan Policy	____ Initial Escrow Fee
		____ Escrow Collection fee

n/a Real Estate Commission 3 (\$ _____) to _____
n/a Real Estate Commission 3 (\$ _____) to _____

TITLE INSURANCE: Insurer Security Union Order No. G-21100

<u>X</u> (X) Std () Ext coverage owners policy	Amt. \$ <u>230,000.00</u>
<u>X</u> () Std (X) Ext coverage loan policy	Amt. \$ <u>149,500.00</u>

HAZARD INSURANCE:

Assume existing X Obtain New None Required

When the closing agent has received all properly executed documents and a funds necessary for the completion of this transaction and the title insurer is in a position to issue the type of policy(ies) set out above, subject only to the General Exceptions on Schedule B-section 1 and Special Exceptions No.'s 2 thru 13 as set out in their commitment dated June 20, 1994, and any documents recorded in connection with this transaction, the closing agent is hereby authorized and instructed to record or file all necessary documents and disburse funds deposited in accordance with the amounts shown on the closing statement. Minor adjustments may be made for additional interest due to delay in disbursing or other minor items beyond the control of the closing agent, for which the respective party shall be given an accounting.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all cost expended by it and shall be further entitled to an escrow cancellation fee and the parties hereto agree to be jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto, except that, in the event the earnest money has been deposited by the broker, the closing agent is hereby authorized to refund same to the broker's trust account for his disposition to the parties and in the event the closing agent has incurred expenses in connection herewith, the closing agent shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

The closing agent shall have no responsibility for compliance with any truth-in-lending, usury or consumer protection laws of the United States or the State of Idaho, nor any governmental regulations including but not limited to zoning or subdivision ordinances.

The closing agent is directed to comply with the instructions contained in these instructions and the parties hereto agree to indemnify and hold harmless the closing agent from any and all actions or losses related hereto other than failure to comply herewith, including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

BY THEIR EXECUTION OF THESE INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING:

- 1) The closing agent is not acting as a representative of either party,
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties, and the parties' rights or interests in these documents may differ,
- 3) Any documents typed by the closing agent have been done so at our direction or the direction of our counsel,
- 4) The closing agent is not licensed to practice law and no legal advice, advice as to the content of the documents, nor advice as to the merits of the transaction has been offered by the closing agent,
- 5) Copies of the subdivision plat and restrictive covenants where applicable,
- 6) THE CLOSING AGENT HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD,
- 7) There is currently pending in the District Court, Fifth Judicial District, State of Idaho in and for the County of Twin Falls in Civil Case No. 39576 (the general adjudication of rights to the use of water from the Snake River Basin water system.) The parties may have claims to water rights that are affected in this case. The parties need to make an independent investigation of the claims, because they are matters outside the closing and for which Land Title and Escrow, Inc. is unable to perform services in regards to the water claims.
- 8) Land Title and Escrow, Inc. shall not be responsible for any penalties, or loss of principal or interest or any delays in the withdrawal of the funds which may be imposed by the depository as a result of the making or redeeming of the investment pursuant to our instructions, nor shall Land Title and Escrow, Inc. be liable for any loss or impairment of funds while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of financial institution.

ADDITIONAL INSTRUCTIONS:

BUYER:


 ROGER JOHNSON

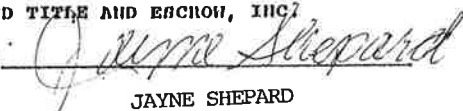
 JEANETTE O. ROBERTS

SELLER:

KATHLEEN J. COOPER, Successor Trustee of
 the Orie S. Leavell Revocable Trust

LAND TITLE AND ESCROW, INC.

BY:


 JAYNE SHEPARD

6/9/94

COMMUNICATION DOCUMENTATION

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent TARA BACKLUND

DATE September 9, 1997 4:15pm **CUSTOMER** **JEANETTE JOHNSON**

SUBJECT: A37-11201 & 11202
phone call (.) walk-in (X)

MRS. JOHNSON CAME IN THIS AFTERNOON TO DISCUSS WITH DAN NELSON THE ASSESSMENT FEES ON HER PROPERTY. SHE WONDERED WHY HER O/C HAD NOT BEEN COMPLETED THAT SHE SENT IN.

I RESEARCHED NAD FOUND THAT ADDITIONAL INFORMATION IS NEEDED. I TOLD HER WE WOULD NEED A DOCUMENT WITH THE FORMER OWNER'S SIGNATURE. SHE SAID SHE WOULD SEND US THIS INFORMATION

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)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
) Water Right 37-11201

NAME AND ADDRESS: LONNIE LEAVELL
ORIE LEAVELL
BOX 54
GOODING, ID 83330

SOURCE: GROUNDWATER
QUANTITY: 0.50 CFS

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

PRIORITY DATE: 04/01/1986

POINT OF DIVERSION: T06S R14E S06 SWSE Within Gooding County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 2 HOMES	01-01 TO 12-31	0.04 CFS
	Stockwater	10-01 TO 04-30	0.46 CFS

PLACE OF USE:	Stockwater		Within Gooding County
	T06S R14E S06	SESW SESE	SWSE
	Domestic		Within Gooding County
	T06S R14E S06	SWSE	

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

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

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


Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/16/2018

Water Right 37-11202

Owner Type **Name and Address**
Current Owner LONNIE LEAVELL
 PO BOX 54
 GOODING, ID 83330-0054
 (208) 539-0101

Current Owner ORIE S LEAVELL
 PO BOX 54
 GOODING, ID 83330
 (208) 934-8598

Present Owner ROGER JOHNSON
 1216A HWY 26
 BLISS, ID 83314

irrigated in 87

Priority Date: 4/1/1961

Basis: Decreed

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
STOCKWATER	01/01	12/31	0.230 CFS	
DOMESTIC	01/01	12/31	0.080 CFS	
	<u>Total Diversion</u>		0.310 CFS	

Source and Point(s) of Diversion

GROUND WATER L7(SWSWSW) Sec. 6, Twp 06S, Rge 14E, GOODING County

Place Of Use

DOMESTIC within GOODING County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	14E	6											X L7						

STOCKWATER within GOODING County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	14E	6											X L7						

Conditions of Approval:

1. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A

25 acres disallowed?

Idaho Department of Water Resources Receipt

Receipt ID: S035312

Payment Amount	\$25.00	Date Received	3/4/2016	Region	SOUTHERN
Payment Type	Check	Check Number	7120		
Payer	Jacobson Sr., Jim & Janice				
Comments	Ownership change for 37-11201				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS	64140	0229	21		1155

Copy

Signature Line (Department Representative)