

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 37-21477
Date Received: 6/17/2005
Receipt No:
Received By:

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

1. Name of Claimant(s)

JOHN D MC GONIGAL Phone: (208)731-8830

PO BOX 102
JEROME ID USA 83338

ROSEMARY MC GONIGAL Phone: (208)324-4828

PO BOX 102
JEROME ID USA 83338

2. Date of Priority: 05/15/1881

3. Source: SPRING CREEK , WILLOW CREEK Trib. to: WILLOW CREEK , BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot			County	Type
01S	18E	13	NW	NE	SW	BLAINE	
01S	18E	13	SW	SW	SW	BLAINE	

5. Description of diverting works:

TIMMERMAN #73 HEADGATE, GRAVITY IRRIG.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	05/01	09/15	1.15	
STOCKWATER	05/01	09/15	0.07	

7. Total Quantity Appropriated is:
1.15 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01S	18E	14	NE	SE	IRRIGATION	7.3
			NW	SE	IRRIGATION	28.4
			SW	SE	IRRIGATION	17.2
			SE	SE	IRRIGATION	7.9
			NE	SE	STOCKWATER	
			NW	SE	STOCKWATER	
			SW	SE	STOCKWATER	
			SE	SE	STOCKWATER	
Section Acres						60.8
01S	18E	23	NE	NE	STOCKWATER	
			NE	NE	IRRIGATION	28
			Section Acres			
Total Acres						88.8

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:

14. Remarks:

RT. DECREED FROM SPRING CR. BUT DELIVERED FROM WILLOW CREEK.
P/D SHOWN ON USGS MAP. STOCK DRINK FROM DITCHES. FARM IS IRRIG-ATED AS IT ALWAYS
HAS BEEN.
CHANGE OF OWNERSHIP FORM FILED AND PROCESSED; 1/9/97 SCC.

This right is a split from former right 37-654 .

Claim was split to reconcile earlier ownership change that assigned all this
right to JD Spring Creek Ranch and not just the portion included on the deed.

11-4-2005, DJ: Claim amended to entirely different acres. Written claim had
error in POU legal - listed as SW 1/4 Sec14, but map indicates SE 1/4 - data entered
as shown on map. Spring Cr added as source and POD in NESW added.

15. Basis of Claim: Decreed

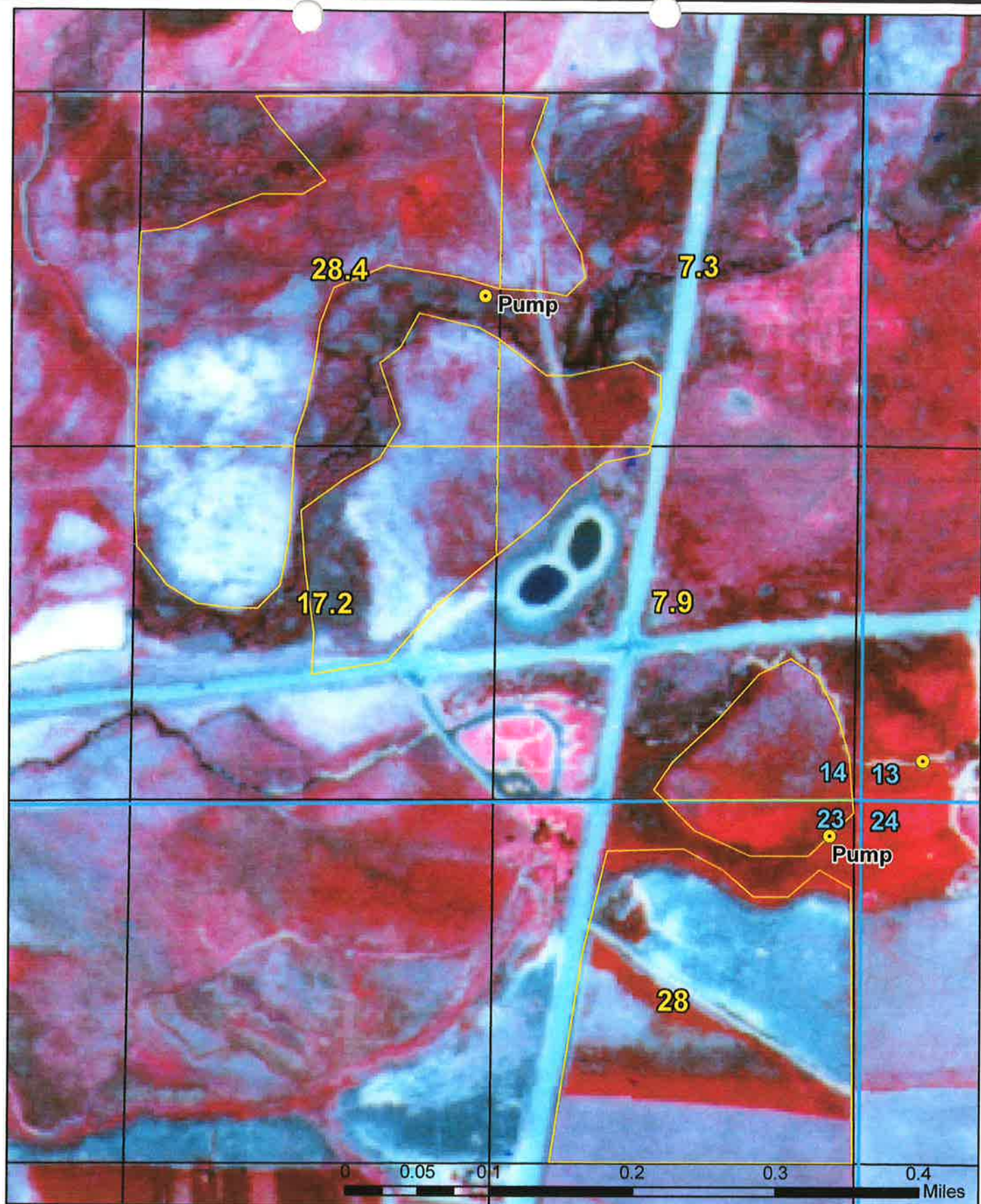


Figure #1: 37-655A & 37-21477 Amended Claims

1987 AERIAL PHOTO
Township 01S, Range 18E

BROCKWAY ENGINEERING, PLLC.
DTN 10/31/05)

- Sections
- T01S18E
- Irrigation by 40's
- POD's



AMENDED 37-21477

**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 FORM
THE SNAKE RIVER BASIN WATER SYSTEM**

CIVIL CASE NUMBER: 39576

Ident. Number _____

Date Received _____

Receipt Number _____

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

RECEIVED
NOV 03 2005
Department of Water Resources
Southern Region

Please type or print clearly

1. Name of Claimant (s) John D and Rosemary Mc Gonigal Phone (208) 731-8830
Mailing Address P.O. Box 102 Jerome, Idaho Zip 83338
2. Date of Priority (Only one (1) per claim) 05/15/1881
3. Source of water supply (a) Spring Creek trib to Willow Creek & Willow Creek
which is tributary to (b) Big Wood River
4. a. Location of existing point of diversion is: Township 1S Range 18E Section 13,
NW 1/4 of NE 1/4 of SW 1/4, Govt. Lot, _____ B.M., County of Blaine
Additional points of diversion if any: SW 1/4 SW1/4 SW 1/4 Sec 13 T1S R18E
b. If instream flow, beginning point of claimed instream flow is:
Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of _____
ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of _____
5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc.),
Including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed
and as enlarged and the depth of each well. Diversion structures and ditches and pump

6. Water is claimed for the following purposes:

(both dates are inclusive) (cfs) (acre feet)

For Irrigation purposes from 5/1 to 9/15 amount 1.15 or _____

For Stockwater purposes from 1/1 to 12/31 amount 0.07 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 1.15 (cfs) and / or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; described fully (e.g. Domestic: list number of households served; Stockwater: type and number of livestock, etc.) Stockwater, cattle drink from ditches and stream

10. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	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	
1S	18E	14									7.3	28.4	17.2	7.9					60.8
		23	28.0																28.0

Total number of acres irrigated 88.8

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

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

_____ Or None ☐

14. Remarks:

Last Name _____ Ident. No. _____

15. Basis of Claim (check one) ☒ Beneficial Use ☐ Posted Notice ☐ License ☐ Permit ☐
Decree ☒ x

If applicable provide IDWR Water Right Number 37-21477

Court _____ Case Number _____ Decree Date 12/13/1909

Plaintiff vs 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 wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments 1

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

Signature of Claimant (s) Chris E. Brackley Date 10-31-05

Date _____

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

Of _____, that I have signed the foregoing

Document in the space below as _____ of _____

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

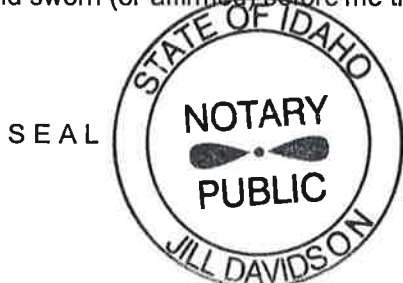
Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho / or _____)

County of Twin Falls) ss.

Subscribed and sworn (or affirmed) before me this 31st day of October, 20 05.



Notary Public Jill Davidson

Residing at Twin Falls

My Commission Expires November 18, 2010

Please Print Name

17. **Notice of Appearance:**

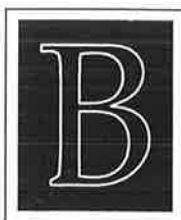
Notice is hereby given that I, _____ will be acting as attorney at law on behalf Of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name _____ Ident. Number _____



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

October 31, 2005

Mr. Doug Jones
Southern District
Idaho Department of Water Resources
1341 Fillmore, Suite 200
Twin Falls, ID 83301

RECEIVED
NOV 03 2005
Department of Water Resources
Southern Region

RE: Amended Claims for John McGonigal (Spring of Gladness)

Dear Doug:

Enclosed are two amended claims for John D. and Rosemary McGonigal and four amended claims for McGonigal's Spring of Gladness Ranch.

The amended claims for John & Rosemary McGonigal are being submitted to clarify the use of the water from Spring Creek and Willow Creek since the sale of part of the water right to Spring Creek Ranch (Davis) (see attached deed). When these rights were originally claimed they did not include the 88.8 irrigated acres appurtenant to these two amended claims. However, the original water rights (37-654 & 37-655) state that these areas were included within the rights. The water from Spring Creek and Willow Creek has been pumped (rediverted) to the high topographic areas within the area via two portable diesel pumps (see Figure 1). Since the 88.8 acres have never had an existing claim in the adjudication, \$89.00 has been included for this amendment.

The four claims for the Spring of Gladness Ranch are being submitted to correct the place of use originally claimed in 1987. When these rights were originally claimed they did not include the forty (40) acres in the SW $\frac{1}{4}$, NE $\frac{1}{4}$ of Section 12, Township 01S, Range 18E. However, according to John McGonigal these acres were being irrigated in 1987, and were originally included in the rights prior to the adjudication (see Figure 2). Since the 40 acres have never had an existing claim in the adjudication, \$40.00 has been included for this amendment.

I am also enclosing a limited power of attorney regarding these water rights, a check for \$129.00 for the amendment fees, and the deed appurtenant to 37-655A and 37-21477. An amended claim for 37-655 was submitted to IDWR in 2004; however, the fee for this amendment was never paid and thus never processed. Therefore, this amendment of claim is again being submitted with

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

the associated fee. If you have any questions regarding these amended claims do not hesitate to contact Chuck Sr. or me at our office.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. T. Nelson", with a long horizontal flourish extending to the right.

Daren T. Nelson, Hydrologist

Attachments: Limited Power of Attorney
Warranty & Quitclaim Deed
Figure #1: 37-655A & 37-21477
Figure #2: Spring of Gladness Ranch
Brockway Engineering Check #

Enc.

cc: John McGonigal

LIMITED POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENT:

I, John D. McGonigal and Rosemary McGonigal, hereby nominate and appoint Chales E. Brockway (Brockway Engineering) as my attorney-in-fact with full authority to act for and on my behalf to undertake any and all acts or matters pertaining to water right transfers before the Idaho Department of Water Resources for the following water right transactions:

All water rights associated with the Spring of Gladness Ranch (37-104, 37-105A, 37-8407, 37-11387, 37-11390, 37-11392, 37-11393, & 37-11394)

All water rights pertaining to land in Twp 01S, Rge 18E, Sec's 13, 14, 23, & 24 (37-653, 37-654, 37-655, etc...)

in Blaine County, Idaho. Additionally, I hereby ratify and confirm any and all such acts on matters as contemplated herein.

My agent is hereby authorized to sign, seal and deliver, as my act in deed, those said instruments of writing that may be necessary or proper to carry into execution and effect the applications, and transfers above-mentioned. Further, I hereby declare that each and every application, transfer, agreement, receipt, or payment which shall be by my said agent given, made or done for the aforesaid purposes shall be as good, valid, and effectual as if they had been signed, sealed, and delivered by me in my own proper person; and I hereby undertake at all times to ratify whatsoever my said agent shall lawfully do or cause to be done in or concerning the said premises by virtue of these present. This Limited Power of Attorney will become void upon approval, denial or withdrawal of the above referenced applications.

Dated this 17 day of June, 2005 *JDM*

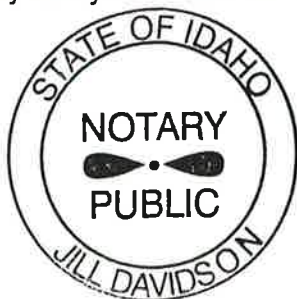
John D. McGonigal Signature
Rosemary McGonigal Signature

State of Idaho)
County of Twin Falls) ss.

On this 17th Day of June, 2005, before me, a Notary Public in and for said County and State, personally appeared John & Rosemary McGonigal, known or identified to me to be the individual whose name and subscription 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 in this certificate first above written.

S
E
A
L



Jill Davidson
Notary Public
In and for said State and County

November 18, 2010
My Commission Expires

WARRANTY DEED

FOR VALUE RECEIVED, JOHN D. MCGONIGAL and ROSEMARY MCGONIGAL, husband and wife, hereinafter referred to as the Grantors, do hereby grant, bargain, sell, and convey unto and DAVIS INVESTMENT COMPANY, a California Corporation, hereinafter referred to as the Grantee, the following described premises in Blaine County, Idaho:

A parcel of land located within Sections 14 and 23, Township 1 South, Range 18 E.B.M., more particularly described as follows:

COMMENCING at a brass cap marking the north quarter corner of said Section 23, said point being THE TRUE POINT OF BEGINNING.

THENCE South $0^{\circ}14'35''$ West 32.00 feet;

THENCE South $82^{\circ}29'26''$ West 1318.75 feet;

THENCE North $0^{\circ}05'45''$ East 329.82 feet to a point on the south boundary of State Highway 20;

THENCE along said highway South $82^{\circ}31'28''$ East 25.89 feet;

THENCE South $0^{\circ}18'06''$ West 140.30 feet;

THENCE South $0^{\circ}18'42''$ West 1319.33 feet;

THENCE North $89^{\circ}30'04''$ East 1333.06 feet;

THENCE North $89^{\circ}49'13''$ East 1413.33 feet to a point on the westerly boundary of State Highway 75;

THENCE along said highway North $11^{\circ}00'32''$ East 537.37 feet;

THENCE continuing along said highway North $11^{\circ}16'26''$ East 551.28 feet;

THENCE North $44^{\circ}57'42''$ West 952.64 feet to a point on the southerly boundary of State Highway 20;

THENCE along said highway, South $82^{\circ}31'28''$ West 949.72 feet;

THENCE South $0^{\circ}14'35''$ West 297.16 feet to THE TRUE POINT OF BEGINNING.

TOGETHER WITH the following water rights appurtenant thereto:

All - Transfer #37-0653 25.0 inches of water ^{0.5 cfs}

May 15, 1881 decreed

split - Transfer #37-0654 32.5 inches of water ^{0.6 cfs}

May 15, 1881 decreed

split - Transfer #37-0655 26.6 inches of water ^{0.5 cfs}

July 1, 1888 decreed

0.5 cfs

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the Grantee, its successors and assigns forever. Grantors do hereby covenant to and with the Grantees

0001j.72/Warranty Deed - 1 -

that they are the owners of said premises; that they will warrant and defend the same from all lawful claims whatsoever, except as hereinabove specifically provided.

DATED this 14 day of August, 1992.

GRANTORS:

John McGonigal
JOHN MCGONIGAL

Rosemary McGonigal
ROSEMARY MCGONIGAL

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of ~~XXXXXX~~)

On this 14th day of August, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN MCGONIGAL and ROSEMARY MCGONIGAL, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Annette L. Chandler
NOTARY PUBLIC for Idaho
Residing at Idaho, Idaho
Commission expires 10-18-97

GRANTEE'S ADDRESS:
DAVIS INVESTMENT COMPANY
A California Corporation
2750 Cherry Avenue
P. O. Box 92978
Long Beach, CA 90809

0001J.72/Warranty Deed - 2 -

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 37-21477
Date Received: 6/17/2005
Receipt No:
Received By:

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

*Part of
37-654*

1. Name of Claimant(s)

JOHN D MC GONIGAL Phone: (208)731-8830

PO BOX 102
JEROME ID USA 83338

ROSEMARY MC GONIGAL Phone: (208)324-4828

PO BOX 102
JEROME ID USA 83338

2. Date of Priority: 05/15/1881

3. Source: WILLOW CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01S	18E	13	SW SW SW	BLAINE	

5. Description of diverting works:

TIMMERMAN #73 HEADGATE, GRAVITY IRRIG.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	05/01	09/15	1.15	
STOCKWATER	05/01	09/15	0.07	

7. Total Quantity Appropriated is:
1.15 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
01S	18E	14	SW	SE		IRRIGATION	2
			SE	SE		IRRIGATION	2
			SW	SE		STOCKWATER	
			SE	SE		STOCKWATER	
						Section Acres	4
01S	18E	23	NE	NE		STOCKWATER	
			NW	NE		STOCKWATER	
			NE	NW		STOCKWATER	
			NW	NW		STOCKWATER	
			NE	NE		IRRIGATION	5
			NW	NE		IRRIGATION	14
			NE	NW		IRRIGATION	36
			NW	NW		IRRIGATION	6
						Section Acres	61
						Total Acres	65

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:

14. Remarks:

RT. DECREED FROM SPRING CR. BUT DELIVERED FROM WILLOW CREEK.
P/D SHOWN ON USGS MAP. STOCK DRINK FROM DITCHES. FARM IS IRRIG-ATED AS IT ALWAYS
HAS BEEN.
CHANGE OF OWNERSHIP FORM FILED AND PROCESSED; 1/9/97 SCC.

This right is a split from former right 37-654 .

Claim was split to reconcile earlier ownership change that assigned all this
right to JD Spring Creek Ranch and not just the portion included on the deed.

15. Basis of Claim: Decreed

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: A37-00654
Date Received: 9/23/1988
Receipt No: S002493
Received By: Asu

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: J D SPRING CREEK RANCH LLC 310-657-9242
Address: 10442 KLING ST
NORTH HOLLYWOOD CA 91602

2. Date of Priority: MAY 15, 1881

3. Source: WILLOW CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01S	18E	13	SW	SW	SW		BLAINE

5. Description of diverting works:
TIMMERMAN #73 HEADGATE, GRAVITY IRRIG.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	05/01	09/15	1.800		
STOCKWATER	05/01	09/15	0.070		

7. Total Quantity Appropriated is:
1.800 C.F.S. (and/or) 195.00 A.F.A.

8. Total consumptive use is 195.0 Acre Feet Per Annum.

9. Non-irrigation uses:
LIVESTOCK/250 RANGE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	18E	14	SW	SE		IRR	2.0
			SE	SE		IRR	2.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	4.0
		23	NE	NE	IRR	5.0
			NW	NE	IRR	14.0
			NE	NW	IRR	36.0
			NW	NW	IRR	6.0
					Section Acres	61.0
					Total Acres	65.0

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:
37-0653, 0655

14. Remarks:

RT. DECREED FROM SPRING CR. BUT DELIVERED FROM WILLOW CREEK.
P/D SHOWN ON USGS MAP. STOCK DRINK FROM DITCHES. FARM IS IRRIG-
ATED AS IT ALWAYS HAS BEEN.
CHANGE OF OWNERSHIP FORM FILED AND PROCESSED; 1/9/97 SCC.

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

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: _____

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

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

Incomplete forms will be returned.

Received: 9/5/96
 SCC

AS Data Entry: 1/9/97
 SCC

1. Water Right Number(s) see attached list
 Adjudication Claim Number(s) (26 claims) " " "
2. The following **REQUIRED** information must be submitted with this form. (SEE A36-00180) 1/9/97 SCC
 * Copies of the 8 Deeds are filed with A36-00180
 A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
 AND
 B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
 OR
 C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) DAVIS Investment Company
8929 Wilshire Blvd. Beverly Hills Ca. 90211
4. New Owner/Claimant(s) J.D. SPRING CREEK RANCH L.L.C.
 Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
 New Mailing Address 10442 KLING ST.
 City, State and ZIP Code NORTH HOLLYWOOD CA. 91602
 New Telephone Number (818) 985-4083 (Home) (310) 657-9242
5. Date you acquired the property 5-15-96
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres actually irrigated _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes 2 Other uses _____
cubic feet per second
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s) Judith W. Davis Date 9-5-96
 Date _____
8. (Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)
 For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

ORIGINAL
 - filed with A37-00180
 1/9/97 SCC

MEMORANDUM OF AGREEMENT OF SALE

THIS AGREEMENT, made this 24th day of August, 1992, by and between JOHN D. MCGONIGAL and ROSEMARY MCGONIGAL, husband and wife, hereinafter referred to as "Sellers", and DAVIS INVESTMENT COMPANY, a California corporation, hereinafter referred to as "Buyer",

IT IS AGREED between the parties as follows:

1. **Property Description:** Sellers agree to sell and convey to Buyer real property located in Blaine County, Idaho, more particularly described as:

A parcel of land located within Sections 14 and 23, Township 1 South, Range 18 E.B.M., more particularly described as follows:
COMMENCING at a brass cap marking the north quarter corner of said Section 23, said point being THE TRUE POINT OF BEGINNING.
THENCE South $0^{\circ}14'35''$ West 32.00 feet;
THENCE South $82^{\circ}29'26''$ West 1318.75 feet;
THENCE North $0^{\circ}05'45''$ East 329.82 feet to a point on the south boundary of State Highway 20;
THENCE along said highway South $82^{\circ}31'28''$ East 25.89 feet;
THENCE South $0^{\circ}18'06''$ West 140.30 feet;
THENCE South $0^{\circ}18'42''$ West 1319.33 feet;
THENCE North $89^{\circ}30'04''$ East 1333.06 feet;
THENCE North $89^{\circ}49'13''$ East 1413.33 feet to a point on the westerly boundary of State Highway 75;
THENCE along said highway North $11^{\circ}00'32''$ East 537.37 feet;
THENCE continuing along said highway North $11^{\circ}16'26''$ East 551.28 feet;
THENCE North $44^{\circ}57'42''$ West 952.64 feet to a point on the southerly boundary of State Highway 20;
THENCE along said highway, South $82^{\circ}31'28''$ West 949.72 feet;
THENCE South $0^{\circ}14'35''$ West 297.16 feet to THE TRUE POINT OF BEGINNING.

2. **Purchase Price:** The total purchase price of the real property described in the preceding paragraph shall be

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Department of Water Resources
Southern Region

the sum of Two Hundred Fifty Thousand Dollars (\$250,000), lawful money of the United States of America, to be paid as follows:

- (a) Fifty Thousand Dollars (\$50,000) cash at the time of closing as hereinafter defined.
- (b) The balance, to-wit: Two Hundred Thousand Dollars (\$200,000) shall bear interest at the rate of nine percent (9%) per annum commencing on the 24th day of August, 1992, and shall be payable in twenty (20) semi-annual installments of Ten Thousand Dollars (\$10,000) each, together with accrued interest, on June 20 and December 20 of each year, with the first installment due December 20, 1992. The last installment due hereunder is payable on or before June 20, 2002.
Buyer may prepay accumulated interest and unpaid principal at any time without penalty.

3. **Water Rights:** The following water rights appurtenant to the real property described above are included with this sale:

- Transfer #37-0653 25.0 inches of water
May 15, 1881 decreed
- Transfer #37-0654 32.5 inches of water
May 15, 1881 decreed
- Transfer #37-0655 26.6 inches of water
July 1, 1888 decreed

4. **Closing:** Closing of this transaction shall take place at Blaine County Title Company, Ketchum, Idaho, on the 24th day of August, 1992. Sellers and Buyer shall divide equally the costs of closing. Sellers shall assume all recording fees and documentary transfer taxes. Sellers shall assume all real estate commissions.

5. **Escrow:** The original promissory note, Mortgage (after recording) and this Agreement shall be placed in escrow with Sawtooth Escrow Services, Inc., Ketchum, Idaho, **Sawtooth Escrow Services, Inc.** shall be constituted the agent of the parties for purposes of receiving payments from the Buyer, transmitting the same to the Sellers, and receipting to the parties for each such transaction. The escrow holder is hereby authorized and directed to deliver the documents held in escrow to the Buyer at the time of the payment of said deferred payments in full, together with all interest thereon. The parties shall bear the initial and ongoing costs of said escrow in equal shares.

6. **Warranty Deed:** At closing, Sellers shall deliver to Buyer a Warranty Deed transferring all of their right, title and interest in and to the above described real property.

7. **Promissory Note:** Buyer shall deliver to Sellers a promissory note secured by a Mortgage on the real property in accordance with the forms attached hereto as Exhibits "B" and "C", respectively. The terms of this Memorandum of Agreement shall be incorporated into the Mortgage to be executed by the Buyer, and an event of default under this agreement shall be considered an event of default under the terms and conditions of said Mortgage.

8. **Title Insurance:** Sellers shall provide to Buyer, at Sellers' expense, a policy of title insurance in a good and responsible title insurance company insuring good and marketable title to the real property in the amount of the purchase price, subject only to those exceptions more particularly described on Exhibit "A" attached hereto.

9. **Taxes; Assessments:** Real property taxes and assessments shall be prorated between the parties as of the date of closing. Buyer shall assume total responsibility for all real property taxes and water assessments levied on the property for 1993 and future years and shall not allow same to become delinquent.

10. **Time of the Essence:** It is understood and agreed between the parties that time is hereby made the essence of each and every term and condition contained in this agreement. It is understood and agreed that failure on the part of the Sellers to require prompt performance on the part of the Buyer shall not extend the time of performance by Buyer, or be a waiver by Sellers of time being the essence of this agreement.

11. **Attorney Fees on Default:** If default be made by either party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.

12. **Preparation of Documents:** The parties recognize that this agreement has been prepared by Eugene D. Fredericksen as attorney for the Sellers. Buyer has been advised that it should seek independent counsel of its own choosing with regard to all matters contained in this agreement.

13. **Integration:** Sellers and Buyer acknowledge that the terms, conditions and covenants of this agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this agreement, and that this agreement shall be the final expression of the agreement of the parties and shall control. No modifications of this agreement shall be valid unless in writing and executed by all the parties hereto.

14. **Inspection:** Buyer hereby acknowledges that it has inspected the premises herein contracted to be sold, and hereby enters into this contract solely and exclusively based upon its personal examination and inspection as to the condition, quality, character, and extent of the premises, and that it has not relied upon any representations made by the Sellers as to the condition of the property or its quality, quantity, or boundaries. With regard to the foregoing:

(a) The Buyer has agreed, at its own expense, to survey the boundary lines of the property, and agrees to be bound by said survey as to the boundaries of the property, and acknowledges that no representations as to the boundary lines has been made to it, except as may be set forth in the legal description contained herein.

(b) The Buyer has physically inspected the property, and by reason thereof is aware that the property has been used for dry grazing, and that some of the property has been used for dry land farming, and that some of the property is now meadow land, capable of raising subirrigated pasture or feed.

(c) The Buyer is aware that there are rocks located on the property, that it may have noxious weeds growing in various locations on the property.

(d) The Buyer acknowledges that the Sellers have made no representation concerning the quality or condition of the soil or as to the suitability of the soil for any particular purpose or use upon which Buyer relies in entering into this agreement.

15. **Default:** Should Buyer default under any provision of this agreement, Sellers shall be entitled to the forfeiture of all sums paid as set forth in paragraph 2 above. Such sums shall be received as liquidated damages by the Sellers, and shall be the Sellers' sole and exclusive remedy for the breach of this agreement by Buyer.

16. **Binding upon Sellers:** This agreement shall inure to and be binding upon the parties hereto, and their respective heirs, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement first above written.

SELLERS:


JOHN MCGONIGAL


ROSEMARY MCGONIGAL

BUYER:

DAVIS INVESTMENT COMPANY
A California Corporation

By: 
ROBERT K. DAVIS, President

ATTEST: _____
JOSEPH J. DAVIS III
Secretary

ACKNOWLEDGMENT

STATE OF IDAHO)
BLAINE) ss.
County of ~~XXXXXX~~)

On this 14th day of August, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN MCGONIGAL and ROSEMARY MCGONIGAL, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Anneth L. Chandler
NOTARY PUBLIC for Idaho
Residing at ~~XXXXXX~~, Idaho
Commission expires 10-18-97

IDAHO
STATE OF ~~CALIFORNIA~~)
BLAINE) ss.
County of ~~Los Angeles~~)

On this 13th day of August, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT K. DAVIS ~~XXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~ the President ~~XXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~ of DAVIS INVESTMENT COMPANY, known to me to be such officers of the Corporation whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that ~~XXXX~~ he executed same on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Anneth L. Chandler
NOTARY PUBLIC for ~~XXXXXXXXXXXX~~ IDAHO
Residing at Carey, Idaho
~~XXXXXXXXXXXX~~
Commission Expires: 10-18-97

0001}.64/Memorandum of Agreement of Sale - 6 -

WARRANTY DEED

FOR VALUE RECEIVED, JOHN D. MCGONIGAL and ROSEMARY MCGONIGAL, husband and wife, hereinafter referred to as the Grantors, do hereby grant, bargain, sell, and convey unto and DAVIS INVESTMENT COMPANY, a California Corporation, hereinafter referred to as the Grantee, the following described premises in Blaine County, Idaho:

A parcel of land located within Sections 14 and 23, Township 1 South, Range 18 E.B.M., more particularly described as follows:

COMMENCING at a brass cap marking the north quarter corner of said Section 23, said point being THE TRUE POINT OF BEGINNING.

THENCE South $0^{\circ}14'35''$ West 32.00 feet;

THENCE South $82^{\circ}29'26''$ West 1318.75 feet;

THENCE North $0^{\circ}05'45''$ East 329.82 feet to a point on the south boundary of State Highway 20;

THENCE along said highway South $82^{\circ}31'28''$ East 25.89 feet;

THENCE South $0^{\circ}18'06''$ West 140.30 feet;

THENCE South $0^{\circ}18'42''$ West 1319.33 feet;

THENCE North $89^{\circ}30'04''$ East 1333.06 feet;

THENCE North $89^{\circ}49'13''$ East 1413.33 feet to a point on the westerly boundary of State Highway 75;

THENCE along said highway North $11^{\circ}00'32''$ East 537.37 feet;

THENCE continuing along said highway North $11^{\circ}16'26''$ East 551.28 feet;

THENCE North $44^{\circ}57'42''$ West 952.64 feet to a point on the southerly boundary of State Highway 20;

THENCE along said highway, South $82^{\circ}31'28''$ West 949.72 feet;

THENCE South $0^{\circ}14'35''$ West 297.16 feet to THE TRUE POINT OF BEGINNING.

TOGETHER WITH the following water rights appurtenant thereto:

- Transfer #37-0653 25.0 inches of water
May 15, 1881 decreed
- Transfer #37-0654 32.5 inches of water
May 15, 1881 decreed
- Transfer #37-0655 26.6 inches of water
July 1, 1888 decreed

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the Grantee, its successors and assigns forever. Grantors do hereby covenant to and with the Grantees

that they are the owners of said premises; that they will warrant and defend the same from all lawful claims whatsoever, except as hereinabove specifically provided.

DATED this 14 day of August, 1992.

GRANTORS:

John McGonigal
JOHN MCGONIGAL

Rosemary McGonigal
ROSEMARY MCGONIGAL

ACKNOWLEDGMENT

STATE OF IDAHO)
 BLAINE) ss.
County of ~~XXXXXX~~)

On this 14th day of August, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN MCGONIGAL and ROSEMARY MCGONIGAL, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Annette L. Chandler
NOTARY PUBLIC for Idaho
Residing at ~~Idaho~~, Idaho
Commission expires 10-18-97

GRANTEE'S ADDRESS:
DAVIS INVESTMENT COMPANY
A California Corporation
2750 Cherry Avenue
P. O. Box 92978
Long Beach, CA 90809

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: A37-00654
Date Received: 9/23/1988
Receipt No: 500243
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JOHN D. MC GONIGAL 208-324-4828
Address: P. O. BOX 102
JEROME, ID 83338

AND/OR

Name: ROSEMARY MC GONIGAL 208-324-4828
Address: P. O. BOX 102
JEROME, ID 83338

2. Date of Priority: MAY 15, 1881

3. Source: WILLOW CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01S	18E	13	SW	SW	SW		BLAINE

5. Description of diverting works:
TIMMERMAN #73 HEADGATE, GRAVITY IRRIG.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	05/01	09/15	1.800		
STOCKWATER	05/01	09/15	0.070		

7. Total Quantity Appropriated is:
1.800 C.F.S. (and/or) 195.00 A.F.A.

8. Total consumptive use is 195.0 Acre Feet Per Annum.

9. Non-irrigation uses:
LIVESTOCK/250 RANGE

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
01S	18E	14	SW		SE		IRR	2.0
			SE		SE		IRR	2.0
			Section Acres					4.0
		23	NE		NE		IRR	5.0
			NW		NE		IRR	14.0
			NE		NW		IRR	36.0
			NW		NW		IRR	6.0
			Section Acres					61.0
			Total Acres					65.0

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:
37-0653, 0655

14. Remarks:

RT. DECREED FROM SPRING CR. BUT DELIVERED FROM WILLOW CREEK.
P/D SHOWN ON USGS MAP. STOCK DRINK FROM DITCHES. FARM IS IRRIG-
ATED AS IT ALWAYS HAS BEEN.

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): John D McLaughlin Date: Sept 23 1988
Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 23rd day
of September 19 88
Roxanne Storey
Notary Public

Seal

Residing at Buhl, Id
My Commission Expires 6-30-94



01/11/2007

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

RIGHT NUMBER: 37-21477

NAME AND ADDRESS: JOHN D MC GONIGAL
PO BOX 102
JEROME ID 83338

ROSEMARY MC GONIGAL
PO BOX 102
JEROME ID 83338

SOURCE: UNNAMED STREAM
WILLOW CREEK

TRIBUTARY: WILLOW CREEK
TRIBUTARY: BIG WOOD RIVER

QUANTITY: 1.150 CFS

The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

PRIORITY DATE: 05/15/1881

POINT OF DIVERSION:

T01S R18E S13 NWNESW Within BLAINE County

T01S R18E S13 SWSWSW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	05/01 09/15	1.150 CFS
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE:

IRRIGATION in BLAINE County

T01S R18E S14	NESE	2.30	T01S R18E S14	NWSE	22.00
T01S R18E S14	SWSE	14.00	T01S R18E S14	SESE	4.50
T01S R18E S23	NENE	26.00			

STOCKWATER in BLAINE County

T01S R18E S14	NESE	T01S R18E S14	NWSE
T01S R18E S14	SWSE	T01S R18E S14	SESE
T01S R18E S23	NENE		

68.8 ACRES TOTAL

Right Nos. 37-21477 and 37-655A are limited to the irrigation of a combined total of 68.8 acres in a single irrigation season.

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

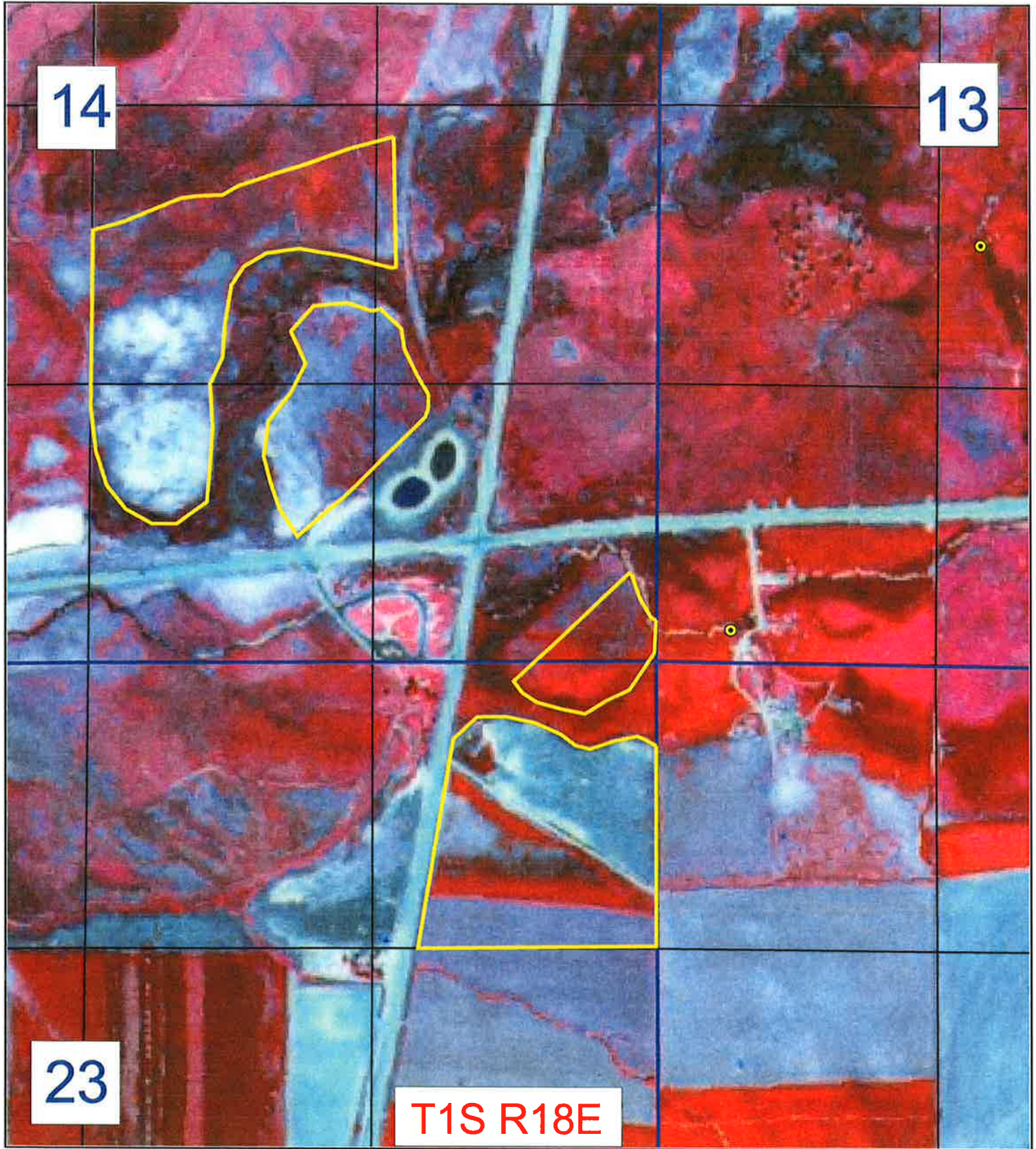
The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

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. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

This right is a split from former right 37-654 .

37-21477 & 37-655A



- Section Lines
- Quarter/Quarter Lines
- Place of Use
- Point(s) of Diversion

800 0 800 Feet



GIS PLACE OF USE PRESENTATION
 PHOTOGRAPHY: 1987or1988 NAPP
 DATA ENTRY: 1/3/2007
 DOUGLAS JONES