

Robertson, Jean

From: Robertson, Jean
Sent: Wednesday, June 06, 2007 2:49 PM
To: Peppersack, Jeff
Subject: RE: 36-2268A and 36-10090...

Jeff,

What kind of documentation would the Department need in order to change the splits and put the rights back together again as you mentioned at the end of your email? Jason brought over a check for \$410.00 and an application for transfer signed by the Woodlands. (It looks like the transfer I sent you yesterday but is signed and notarized.) He also gave me a signed application by S & R Investments to put their part into a PPU, I will enclose a copy. He was waiting for the BLM to sign their part and had intended to submit all three of them at the same time along with fees and a mitigation plan for the S & R transfer. If we had everything at once, would this be sufficient or would we need to try and work from the current splits where the acres and volumes are different? (There's also a copy of a letter from Larry Roberts at Land Title to Jason.) Jeanie



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-----Original Message-----

From: Peppersack, Jeff
Sent: Tuesday, June 05, 2007 5:00 PM
To: Robertson, Jean
Cc: Skaggs, Pam
Subject: RE: 36-2268A and 36-10090...

Jean,

I reviewed the files and found the following:

An owner change notice was filed in 2002 by North Ridge that included a sales agreement from Large to North Ridge for 269 of the 314 acre pou. The documentation was deficient and fees were not sufficient and, after several attempts to process, the notice was returned (in 2004).

In 2006, several notices were filed:

Another notice for North Ridge that included a 2002 warranty deed from Large to North Ridge conveying land in Sections 29 and 32 covering 269 of the 314 acres. A proportional split would have resulted in 3.85 cfs and 199.6 ac within 269 acres for North Ridge's portion of 36-2268A and 0.64 cfs and 33.4 acres within 45 acres for the remainder in Large's name. Similar proportions for 36-10090 would have provided 0.98 cfs and 69.4 acres within 269 for North Ridge and a remainder in Large's name of 0.16 cfs and 11.6 acres within 45 acres. No fee was paid and the notice was returned on the basis of Jason's communication with IDWR that North Ridge had disbanded.

A notice for S & R that included quit claim deeds conveying the same lands in Sections 29 and 32. No fee was paid. The same proportions as above would have applied.

A notice for Woodland with split fees paid and a warranty deed from S & R to Woodland. The same land was conveyed in Sections 29 and 32, but the deed specified 1.04 cfs for 36-10090 and 4.11 cfs for 36-2268A. Since the deed was a warranty deed, we did not have reason to question the amounts, we could only assume that S & R acquired at least the amount conveyed.

Note that Jason did submit an analysis of the splits to BLM and Keco, but the analysis is not valid without conveyance documents. I think what happened was S & R assumed that they owned all of both rights, so they conveyed water for all but 26.7 acres to Woodland. BLM did not submit a notice of ownership either. The BLM ground is covered in the "remainder" rights (still in Large's name).

I don't think we should change the splits unless we get other documentation showing a change in some way.

Jeff

-----Original Message-----

From: Robertson, Jean
Sent: Tuesday, June 05, 2007 2:23 PM
To: Peppersack, Jeff
Cc: Skaggs, Pam
Subject: 36-2268A and 36-10090...

Hi Jeff,

I have been in contact with Jason from Brockway lately regarding some transfers/splits on the Sam Large rights, 36-2268A and 36-10090. According to the Comments, you split these two rights last year in an ownership change. You mentioned that *the cfs amounts were conveyed through a warranty deed and are not proportional to deeded acres*. You also said that *S & R conveyed their portions to the Woodlands so the rights were split*. Jason contends that S & R retained 26.7 acres, probably the part you left in the Large name as 45 acres? Lisa Jaro from the BLM called about two transfers which Jason had sent to her awhile back (before our splits were created) for a BLM signature that would essentially split the BLM portion from the Woodland portion of the rights. At first I thought I could just use the Woodland splits you had created (**36-16455** from 36-2269A and **36-16457** from 36-10090) and let the transfers split these portions again to remove the BLM acres. But then I realized that the only thing that matched in the splits you created were the diversion rates, not the acres or the volume amounts. I didn't find the ownership changes and documentation you used to look at on-line, but I am wondering if maybe the rights should be put back together and let these transfers split them. According to Jason, his figures are what everyone signed off on and he said that you have copies of the deeds and split agreement in that ownership change. I am attaching copies of the two transfers that Lisa forwarded to me. I think Jason probably has one more transfer that will take the S & R (Steve and Roy Young) acres and put them into a big PPU. Let me know what you think when you get a chance cause I am not sure just how to proceed at this point.

Jeanie

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