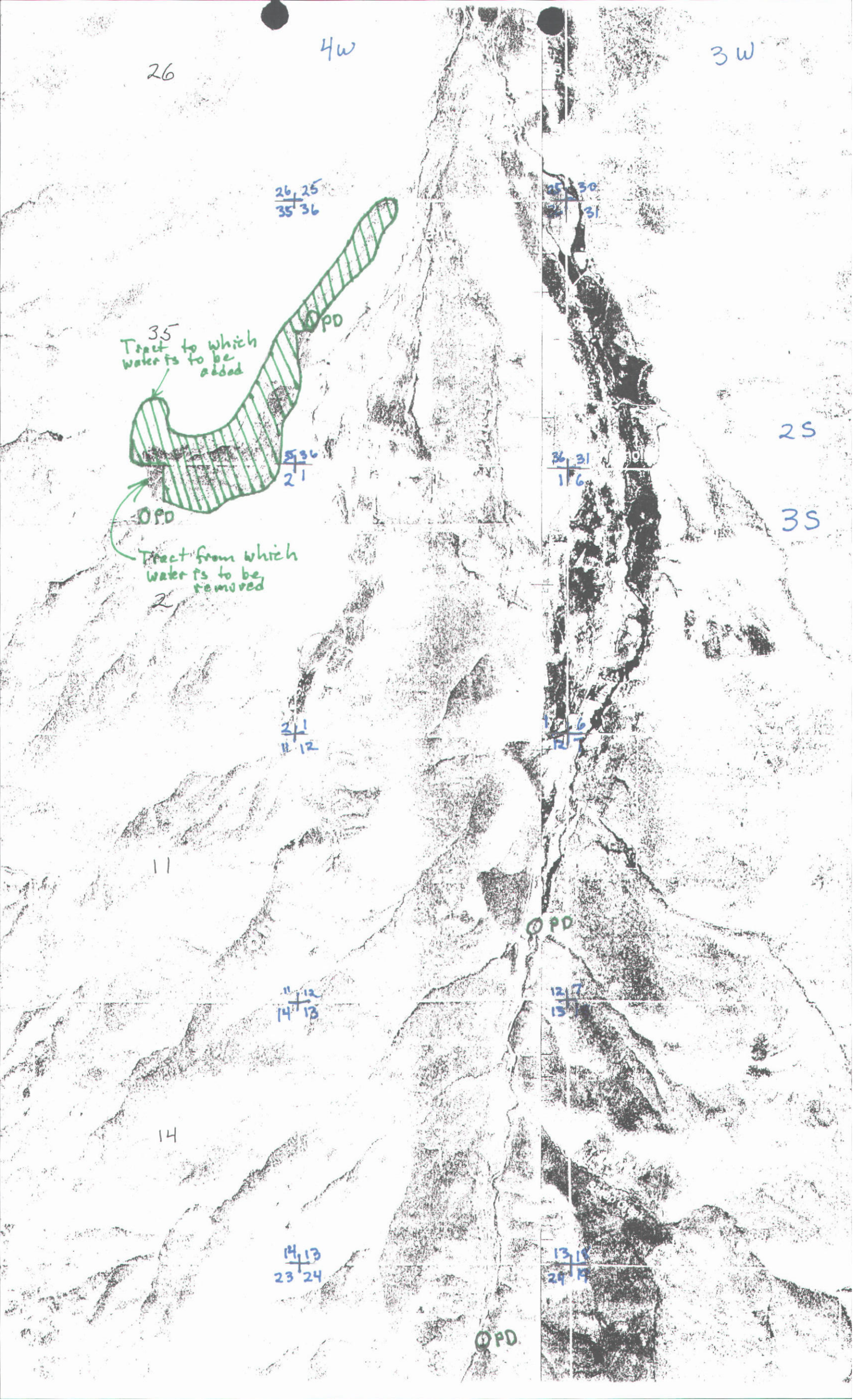
4W
3W
26
26 25
35 36
30
31
35
Tract to which water is to be added
PD
2S
36 31
1 6
3S
Tract from which water is to be removed
2
2 1
11 12
1 6
12 7
11
PD
11 12
14 13
12 7
13 18
14
14 13
23 24
13 18
24 19
PD

The Owyhee Avalanche

P.O. BOX 97 • HOMEDALE, ID 83628 • 208/337-4681

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO)
) ss
COUNTY OF OWYHEE)

I, Joe E. Aman, being first duly sworn, depose and say:

1. That I am a citizen of the United States of America, and at all times hereinafter mentioned was and now over the age of twenty-one years, not a party to nor interested in the proceedings hereinafter mentioned.

2. That during the time of the publication of the notice hereinafter mentioned, I was and now am the publisher of The Owyhee Avalanche, a newspaper of general circulation printed and published weekly, on Wednesday of each and every week, in the City of Homedale, County of Owyhee and State of Idaho.

3. That the said The Owyhee Avalanche has been printed and published continuously and uninterruptedly in said County during a period of more than seventy-eight weeks prior to the first publication of the attached notice.

4. That said notice of which a printed copy, taken from said newspaper, is hereto affixed, was published in the regular issue thereof, and not a supplement thereto, in

said newspaper, in Two (2)

(consecutive) calendar weekly issue(s) of said newspaper, in the following date(s):

April 21 and 28, 1999

Signed _____

Subscribed and sworn to me this 28th day of April A.D., 1999

NOTARY PUBLIC STATE OF IDAHO

Notary Public in and for the State of Idaho
Residing at Homedale, Idaho
Commission expires 04/22/2002

MICROFILMED
DEC 2 9 1999

NOTICE OF PROPOSED CHANGE OF WATER RIGHTS, TRANSFER NO. 5421

Notice is given that **BRUCE REUCK AND SEVEN HIGH RANCH, INC.** of HC 79 Box 44, Melba ID 83641 have applied to the Department of Water Resources to change the place of use pursuant to I.C. / 42-222 for a portion of the following decreed water rights recorded as follows in Owyhee County:

No.	Priority	cfs
57-00261	6/1/1888	1.88
57-01067	9/21/1911	.28

Both diverted from Reynolds Creek, tributary to Snake River, in SWNE S24 for 114 acres irrigation in S35 T2S R4W and S2 T3S R4W.

57-02187 3/25/1947 1.60

Diverted from Babbington Creek, tributary to Reynolds Creek, in SWNW S36 T2S R4W and NENW S2 T3S R4W for 90 acres irrigation in S25, 35, 36, T2S R4W and S2 T3S R4W.

PROPOSED CHANGE

Remove water from 9 acres in NENW S2 to SESW S35. No increase in diversion rate or acres proposed.

Any protest against approval of the proposed change must be filed with the Department of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705-5082, together with a protest fee of $25 for each application on or before May 10, 1999. The protestant must also send a copy of the protest to the applicant.

Karl J. Dreher, Director

4/21&28/99

OCT 1 4 1999

Department of Water Resources

RECEIVED

OCT 1 2 1999

WATER RESOURCES
WESTERN REGION

TRANSFER REVIEW SHEET

(07-98)

Transfer # 5421 Date Reviewed 10-05-99

Right(s) 57-00261 ✓, 57-01067 ✓, 57-02187 ✓ SRBA Decree

✓ WRQ/Split Summary ✓ SRBA Status Decreed/On WR D'Base ✓ Run POU Comparison Report transferred acres

B:Change P/D C:Add P/D (D):Change P/U E:Change Nature of Use
F:Change Period of Use G:Other H:Change P/D & Add P/D
I:Change P/D & P/U J:Add P/D & Change P/U

Proof of Ownership Real Estate Agreement selling Lot 3, S02, T35, R4W to Schoen specifically excluding Reynolds Creek & Babbington Creek WRs. Reuck transferring these rts to Seven High Ranch thru transfer.

Transfer ✓ All of Right ____ Portion of Right

Resulting Split(s) None

* Need Affadavit of Advertisement - Contacted Region 10-05-99 & they will pursue. Rcvd 10-14-99

Check Transfer Against Recorded Right Season/Vol. B/3.5

(1) ✓ Priority (2) ✓ Use (3) ___ Season (4) ✓ Rate (5) ___ Volume

(6) ✓ Source (7) ✓ P/D (8) ___ P/U (9) ✓ Proof/Owner (10) ✓ Map

(11) S7R Water District (12) Yes Pertinent Conditions (13) NO Expansion
WR Comment Rcvd. 4-29-99

(3) Decreed w/non-standard season of (3-15 to 11-15) instead of 4-15 to 10-15

(5) Standard Vol = 3.5 af/acre x 108 = (378 afa) x 114 = 399 > (136.1 afa) VDR
x 90 = (315 afa) < VDR < VDR

(8) Shift 9, 9, & 1 acre from ea. rt. to SESW, S35, T02S, R04W. 9 total acres. from Lot 3, S02, T03S, R04W.

Separate P/D, source under 57-02187
Separate P/U under each rt.

3 x 139 = 486.5 af

Transfer Remarks Carry AJ Decree combined limits (W35)

Conditions R04, R43, R59, T07, T08

Special Edit Approval

Database/Processing Notes Standard ___ Non-Standard ✓

SRBA Decreed rts on WR d'base. Use WR3 to update after deleting original files, to retain links. Delete TS. ✓

"T" Files Update Complete ✓ Approval Form ✓ Transfer Memo ✓

Database Updated Following Approval ✓ Memo/Form Files Deleted ✓

Send Change of Ownership form out with approval.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

AMENDED *AMENDED*

TRANSFER NO. 5421
WATER RIGHT NO(S). 57-00261/57-01067/57-02187

This is to certify that: **SEVEN HIGH RANCH INC**
HC 79 BOX 44
MELBA ID 83641

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL VOLUME
Right No. 57-00261 :			
IRRIGATION	03/15 to 11/15	1.88 CFS	378.0 AF
Priority: 06/01/1888			
Right No. 57-01067 :			
IRRIGATION	03/15 to 11/15	0.28 CFS	136.1 AF
Priority: 09/21/1911			
Right No. 57-02187 :			
IRRIGATION	03/15 to 11/15	1.60 CFS	315.0 AF
Priority: 03/25/1947			
	TOTAL:	**3.76 CFS**	*** 486.5 AF**

SOURCE	TRIBUTARY OF
Right Nos. 57-00261 & 57-01067 :	
REYNOLDS CREEK	**SNAKE** RIVER
Right No. 57-02187 :	
BABBINGTON CREEK	REYNOLDS CREEK

LOCATION OF POINT(S) OF DIVERSION:

Right Nos. 57-00261 & 57-01067 : SWNE , Sec. 24, Township 03S, Range 04W
OWYHEE County

Right No. 57-02187 : SWNW , Sec. 36, Township 02S, Range 04W
Lot 3 (NENW), Sec. 2, Township 03S, Range 04W
OWYHEE County

MICROFILMED
DEC 2 9 1999

TRANSFER NO. 5421
WATER RIGHT NO(S). 57-00261/57-01067/57-02187

PLACE OF USE: IRRIGATION

Right Nos. 57-00261 :

TWN	RGE	SEC		ACRES		ACRES		ACRES	TOTAL
02S	04W	35		SESW 13		NESE 17		SWSE 17	
				SESE 28					75
03S	04W	2	Lot 1	(NENE) 13	Lot 2	(NWNE) 20			33
					Total number of acres irrigated:				108

Right Nos. 57-01067 :

TWN	RGE	SEC		ACRES		ACRES		ACRES	TOTAL
02S	04W	35		SESW 13		NESE 17		SWSE 17	
				SESE 28					75
03S	04W	2	Lot 1	(NENE) 13	Lot 2	(NWNE) 26			39
					Total number of acres irrigated:				114

Right Nos. 57-02187 :

TWN	RGE	SEC		ACRES		ACRES		ACRES	TOTAL
02S	04W	25		SESW 3					3
		35		SESW 1		NESE 11		SWSE 6	
				SESE 19					37
		36		NENW 7		NWNW 6		SWNW 9	22
03S	04W	2	Lot 1	(NENE) 10	Lot 2	(NWNE) 18			28
					Total number of acres irrigated:				90

TOTAL ACRES: * 139

CONDITIONS OF APPROVAL AND REMARKS

1. Use of water under this water right will be regulated by the watermaster of State Water District No. 57R.
2. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
3. This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
4. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
5. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

MICROFILMED

DEC 2 9 1999

TRANSFER NO. 5421
WATER RIGHT NO(S). 57-00261/57-01067/57-02187

* 6. Rights 57-00261, 57-01067 and 57-02187 when combined shall not exceed a total annual maximum diversion volume of 486.5 af at the field headgate and the irrigation of 139.0 acres.

7. Rights 57-00253, 57-00261, 57-00268, 57-01064, 57-01065, 57-01067, 57-02170 and 57-02187 when combined shall not exceed a total diversion rate of 3.78 cfs, a total annual maximum diversion volume of 661.5 af at the field headgate, and the irrigation of 189.0 acres.

8. Rights 57-00254B, 57-00255B, 57-00256, 57-00261, 57-01063, 57-01066 and 57-01067 are diverted through the same point of diversion.

* 9. The maximum diversion volume limitations applied to this transfer approval do not limit the use of excess water provided for pursuant to General Provision No. 2 of the Amended Director's Report for Reporting Area 2 (Basin 57) in the Snake River Basin Adjudication.

Dated this 1st day of December, 1999.

Chief, Water Allocation Bureau

MICROFILMED
DEC 2 9 1999

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.

1. Water Right or Adjudication Claim No(s).: 57-01114, 57-00269, 57-00253, 57-01064, 57-01065, 57-02170, 57-02187, 57-00261, 57-01067, 57-01063

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: Bruce and Terry L. Reuck
HC 88 Box 1080, Murphy, ID 83650

4. New Owner/Claimant(s): Seven High Ranch, Inc.
Name Connector (Check one): [ ] and, [ ] or, [ ] and/or
New Mailing Address: HC 79 Box 44
City, State and ZIP Code: Melba, ID 83641
New Telephone Number: (208) 495-2810

5. Date you acquired the property: August 29, 1995

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 186 Number and type of stock 400

Diversion rate in CFS 5.85 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): Jerry L. Hough V. Pres. Seven High Ranch Inc.

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

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

MICROFILMED
DEC 29 1999

COVER SHEET

OWYHEE COUNTY ASSESSOR

DATE. 11-30-99

TO. DEPT OF WATER RESOURCES (PBM)

FAX # 327 7866

FROM. Eric

FAX #. 208 495 1173

PHONE 208 495 2817

PAGES SENT. 3 **INCLUDING COVER SHEET**

RECEIVED
NOV 30 1999
DEPARTMENT OF WATER RESOURCES

MICROFILMED
DEC 29 1999

UNIFORM ASSESSMENT DEVELOPMENT
SOFTWARE SYSTEMS

PAGE

P99001
ALPHA ROLL

Y ** STATUS L NO	NAME/ADDRESS	LEGAL DESCRIPTION	CAT	QUANTITY	UNIT	MARKET
	PROPERTY ADDRESS:					**
400 A 100 A	SEVEN HIGH RANCH INC HC 79 BOX 44 MELBA ID 83641	TX 1 8 3S 3W				**
	PROPERTY ADDRESS:					
100 A 4W020100A	SEVEN HIGH RANCH INC HC 79 BOX 44 MELBA ID 83641	LOTS 1&2 2 3S 4W				**
	PROPERTY ADDRESS:					
000 A 500 A	SEVEN HIGH RANCH INC HC 79 BOX 44 MELBA ID 83641	E2E2 LS 9 AC 26 3S 4W				**
	PROPERTY ADDRESS:					
700 A	SEVEN HIGH RANCH INC	SUNG W2SE 24 36 4W				

OWYHEE MURPHY

20849511173

11/30/99 16:05

MICROFILMED DEC 29 1999

RP 02S04W256600 A
035-00 RP02S04W256600A
SEVEN HIGH RANCH INC
HC 79 BOX 44
MELBA ID 83641
SESW,SWSE 25 2S 4W

216506
204731

PROPERTY ADDRESS:

INSP YR: 1998

RP 02S04W259000 A
035-00 RP0093404 A
SEVEN HIGH RANCH INC
HC 79 BOX 44
MELBA ID 83641
SESE 25 2S 4W

PROPERTY ADDRESS:

INSP YR: 1995

RP 02S04W351200 A
035-00 RP02S04W351200A
SEVEN HIGH RANCH INC
HC 79 BOX 44
MELBA ID 83641
S2NE,SENW 35 2S 4W
E2SW,SE4 35 2S 4W

216506
204731

PROPERTY ADDRESS:

INSP YR: 1998

RP 02S04W360001 A
035-00 RP0093405 A
SEVEN HIGH RANCH INC
HC 79 BOX 44
MELBA ID 83641
E2NE 36 2S 4W

PROPERTY ADDRESS:

INSP YR: 1995

RP 02S04W362400 A
035-00 RP02S04W362400A
SEVEN HIGH RANCH INC
HC 79 BOX 44
MELBA ID 83641
NW4 36 2S 4W

003
OWYHEE MURPHY
2084951173
16:08
11/30/99
MICROFILMED
DEC 2 9 1999

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 5421
WATER RIGHT NO(S). 57-00261/57-01067/57-02187

This is to certify that: **BRUCE REUCK**
SEVEN HIGH RANCH INC
HC 79 BOX 44
MELBA ID 83641

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL VOLUME
Right No. 57-00261 :			
IRRIGATION	03/15 to 11/15	1.88 CFS	378.0 AF
Priority: 06/01/1888			
Right No. 57-01067 :			
IRRIGATION	03/15 to 11/15	0.28 CFS	136.1 AF
Priority: 09/21/1911			
Right No. 57-02187 :			
IRRIGATION	03/15 to 11/15	1.60 CFS	315.0 AF
Priority: 03/25/1947			
	TOTAL:	**3.76 CFS**	*** 486.5 AF**

SOURCE	TRIBUTARY OF
Right Nos. 57-00261 & 57-01067 :	
REYNOLDS CREEK	**SNAKE** RIVER
Right No. 57-02187 :	
BABBINGTON CREEK	REYNOLDS CREEK

LOCATION OF POINT(S) OF DIVERSION:

Right Nos. 57-00261 & 57-01067 : SWNE , Sec. 24, Township 03S, Range 04W
OWYHEE County

Right No. 57-02187 : SWNW , Sec. 36, Township 02S, Range 04W
Lot 3 (NENW), Sec. 2, Township 03S, Range 04W
OWYHEE County

MICROFILMED
DEC 29 1999

TRANSFER NO. 5421
WATER RIGHT NO(S). 57-00261/57-01067/57-02187

PLACE OF USE: IRRIGATION

Right Nos. 57-00261 :

TWN	RGE	SEC		ACRES		ACRES		ACRES	TOTAL
02S	04W	35	SESW	13	NESE	17	SWSE	17	
			SESE	28					75
03S	04W	2	Lot 1(NENE)	13	Lot 2(NWNE)	20			33
					Total number of acres irrigated:				108

Right Nos. 57-01067 :

TWN	RGE	SEC		ACRES		ACRES		ACRES	TOTAL
02S	04W	35	SESW	13	NESE	17	SWSE	17	
			SESE	28					75
03S	04W	2	Lot 1(NENE)	13	Lot 2(NWNE)	26			39
					Total number of acres irrigated:				114

Right Nos. 57-02187 :

TWN	RGE	SEC		ACRES		ACRES		ACRES	TOTAL
02S	04W	25	SESW	3					3
		35	SESW	1	NESE	11	SWSE	6	
			SESE	19					37
		36	NENW	7	NWNW	6	SWNW	9	22
03S	04W	2	Lot 1(NENE)	10	Lot 2(NWNE)	18			28
					Total number of acres irrigated:				90

TOTAL ACRES: * 139

CONDITIONS OF APPROVAL AND REMARKS

1. Use of water under this water right will be regulated by the watermaster of State Water District No. 57R.
2. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
3. This right when combined with all other rights shall provide no more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
4. The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
5. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

MICROFILMED
DEC 2 9 1999

TRANSFER NO. 5421
WATER RIGHT NO(S). 57-00261/57-01067/57-02187

* 6. Rights 57-00261, 57-01067 and 57-02187 when combine shall not exceed a total annual maximum diversion volume of 486.5 af at the field headgate and the irrigation of 139.0 acres.

7. Rights 57-00253, 57-00261, 57-00268, 57-01064, 57-01065, 57-01067, 57-02170 and 57-02187 when combined shall not exceed a total diversion rate of 3.78 cfs, a total annual maximum diversion volume of 661.5 af at the field headgate, and the irrigation of 189.0 acres.

8. Rights 57-00254B, 57-00255B, 57-00256, 57-00261, 57-01063, 57-01066 and 57-01067 are diverted through the same point of diversion.

Dated this 18th day of October, 1999.

Chief, Water Allocation Bureau

MICROFILMED
DEC 29 1999

Form 1-222
12-92

Page 1 of 7

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED Transfer No. 5421

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

RECEIVED
FEB 17 1999
Department of Water Resources
WATER RESOURCES
WESTERN REGION

Name of applicant Bruce Reuck
Seven High Ranch, Inc. Phone 208-495-2810

Post Office address HC 79 Box 44, Melba, Idaho 83641

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 The tract T3S R4W Sec 2 Lot 3 (NENW) was sold without irrigation water to Rod Schoen, see Purchase and Sale Agreement attached. This transfer seeks to move the irrigation water from this tract to land owned by Seven High Ranch, Inc.

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		
57-00261	6/1/1888	1.88	irrigation	3/15	to	11/15
57-01067	9/21/1911	0.28	irrigation	3/15	to	11/15
57-02187	3/25/1947	1.60	irrigation	3/15	to	11/15
					to	

2. Total amount of water being transferred 3.76 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Babbington Creek / Reynolds Creek tributary to Reynolds Creek / Snake River
4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		SW	NE	24	3S	4W	Owyhee	Big Place ditch
		SW	NW	36	2S	4W	Owyhee	
3		NE	NW	2	3S	4W	Owyhee	

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	
261	2S	4W	35												13	17		17	28	75
	3S	4W	2	Lt1 13	Lt2 20															33
1067	2S	4W	35												13	17		17	28	75
	3S	4W	2	Lt1 13	Lt2 26															39
2187	2S	4W	25												3					3
			35												1	11		6	19	37
			36					7	6	9										22
	3S	4W	2	Lt1 10	Lt2 18															28

Total acres 139

MICROFILMED DEC 29 1999

 Transfer No. _____

PART 1

6 General Information:

a. Description of diversion system Big Place ditch diversion from Reynolds Creek, two ditch diversions from Babbington Creek

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X 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:

The land in T3S R4W Sec 2 Lot 3 that is currently irrigated will not be irrigated with any existing water right. The owner may try to develop an irrigation water right from an unused well on the property.

d. Remarks:

This application is co-signed by Seven High Ranch, Inc. as owner of the water right and the place of use of the water right after the transfer and Bruce Reuck, owner of water right which was withheld from the sale to Rod Schoen.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19____.

RECEIVED

MICROFILMED

DEC 29 1999

Transfer No. 5421

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. _____ Decreed to See attached copies of 57-00261, 57-01067 In case of and 57-02187 from the Director's Report. vs. ATTACHMENT A

   dated _____ in _____ county of _____

   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 _____

3. Source of water _____ tributary to _____

4. Date or priority _____

5. Water is used for the following purpose:

   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____

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

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

8. 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	

MICROFILMED
DEC 29 1999

Total acres _____

9 Describe any other water rights used for the same purpose as described above These are the only water rights for T3S R4W Sec 2 Lot 3 (NENW)

PART 2

Transfer No _____

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

no If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.16 cfs for irrigation purposes from 3/15 to 11/15
   (cfs/ac-ft) amount 0.02 cfs for irrigation purposes from 3/15 to 11/15
   (cfs/ac-ft) amount 0.02 cfs for irrigation purposes from 3/15 to 11/15
   (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec	Twp.	Rge.	County	Local name for diversion
	No Change							

3. 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	
261 1067	3S	4W	2					Lt3 9												9
2187	3S	4W	2					Lt3 1												1

Total acres 9

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT *(omit if there is no change)*

1. amount 1.72 cfs for irrigation purposes from 3/15 to 11/15
   (cfs/ac-ft) amount 0.26 cfs for irrigation purposes from 3/15 to 11/15
   (cfs/ac-ft) amount 1.58 cfs for irrigation purposes from 3/15 to 11/15
   (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	No Change							

3. 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	
261	2S	4W	35												4	17		17	28	66
	3S	4W	2	Lt1 13	Lt2 20															33
1067	2S	4W	35												4	17		17	28	66
	3S	4W	2	Lt1 13	Lt2 26															39
2187	2S	4W	25												3					3
			35													11		6	19	36
			36					7	6	9										22
	3S	4W	2	Lt1 10	Lt2 18															28

Total acres 130

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IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	BRUCE REUCK	06/01/1888	IRRIGATION	03-15	11-15	1.88 CFS	
C	TERRY L REUCK						
	HC 88 BOX 1080				TOTAL DIVERSION:	1.88 CFS	
	MURPHY ID 83650						
	(208) 495-2805						

Water Source: REYNOLDS CREEK Tributary to: SNAKE RIVER Stage: DECREED

Point(s) of Diversion: T03S R04W S24 SWNE OWYHEE County

Place of use Legal Description for: IRRIGATION

			NE				NW				SW				SE				
			NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	
T	R	S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	SUM
02S	04W	35												04	17		17	28	66.0
03S	04W	2	01-13	02-20			03-09												42.0
																	TOTAL ACRES		108.0

POU County: OWYHEE

Other Rights: 57-01063, 57-01067, 57-02187

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
57-00254A 57-00254B 57-00255A 57-00255B 57-00256 57-01063 57-01066 57-01067 A57-00254A A57-00254B
A57-00255A A57-00255B A57-00256 A57-00261 A57-01063 A57-01066 A57-01067

Other Water Rights Listing Overlapping Place(s) of Use:
57-01063 57-01067 57-02187 A57-00261 A57-01063 A57-01067 A57-02187

Remarks: QNT USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.78 CFS. COMBINED RIGHT NOS.: 57-01067, 57-02187, 57-00253, 57-00268, 57-01065, 57-02170 & 57-01064.

POU USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 189 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 57-01067, 57-02187, 57-00253, 57-00268, 57-01065, 57-02170 & 57-01064.

EXP THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 57-00254B, 57-00255B, 57-00256, 57-01063, 57-01066 AND 57-01067

Dates: Exam Made Date: Verified Date: 11/10/1997 Objection Filed Date:

Misc: Water District Number: 57R Field Inspection Flag:
Presumption Flag:

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DEC 29 1999

ATTACHMENT A1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	BRUCE REUCK	09/21/1911	IRRIGATION	03-15	11-15	0.28 CFS	
C	TERRY L REUCK						
	HC 88 BOX 1080				TOTAL DIVERSION:	0.28 CFS	
	MURPHY ID 83650						
	(208) 495-2805						

Water Source: REYNOLDS CREEK Tributary to: SNAKE RIVER Stage: DECREED

Point(s) of Diversion: T03S R04W S24 SWNE OWYHEE County

Place of use Legal Description for: IRRIGATION

			NE					NW					SW					SE					
			NENE	NWNE	SWNE	SENE		NENW	NWNW	SWNW	SENW		NESW	NWSW	SWSW	SESW		NESE	NWSE	SWSE	SESE		
T	R	S	Lt Ac	Lt Ac	Lt Ac	Lt Ac		Lt Ac	Lt Ac	Lt Ac	Lt Ac		Lt Ac	Lt Ac	Lt Ac	Lt Ac		Lt Ac	Lt Ac	Lt Ac	Lt Ac		SUM
02S	04W	35														04		17		17	28		66.0
03S	04W	2	01-13	02-26				03-09															48.0
																				TOTAL ACRES			114.0

POU County: OWYHEE

Other Rights: 57-00261, 57-01067, 57-02187

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
57-00254A 57-00254B 57-00255A 57-00255B 57-00256 57-00261 57-01063 57-01066 A57-00254A A57-00254B
A57-00255A A57-00255B A57-00256 A57-00261 A57-01063 A57-01066 A57-01067

Other Water Rights Listing Overlapping Place(s) of Use:
57-00261 57-01063 57-02187 A57-00261 A57-01063 A57-01067 A57-02187

Remarks: QNT USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.78 CFS. COMBINED RIGHT NOS.: 57-00261, 57-02187, 57-00253, 57-00268, 57-01065, 57-02170 & 57-01064.

POU USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 189 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 57-00261, 57-02187, 57-00253, 57-00268, 57-01065, 57-02170, 57-01064.

EXP THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 57-00254B, 57-00255B, 57-00256, 57-00261, 57-01063 & 57-01066

Dates: Exam Made Date: Verified Date: 11/07/1997 Objection Filed Date:

Misc: Water District Number: 57R Field Inspection Flag:
Presumption Flag:

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OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	BRUCE REUCK	03/25/1947	IRRIGATION	03-15	11-15	1.60 CFS	
C	TERRY L REUCK						
	HC 88 BOX 1080				TOTAL DIVERSION:	1.60 CFS	
	MURPHY ID 83650						
	(208) 495-2805						

Water Source: BABBINGTON CREEK Tributary to: REYNOLDS CREEK Stage: DECREED

Point(s) of Diversion: T02S R04W S36 SWNW — OWYHEE County
T03S R04W S02 Lot03(NENW) — OWYHEE County

Place of use Legal Description for: IRRIGATION

			NE				NW				SW				SE				
			NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	
T	R	S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	SUM
02S	04W	25												03					3.0
02S	04W	35													11		06	19	36.0
02S	04W	36					07	06	09										22.0
03S	04W	2	01-10	02-18			03-01												29.0
																	TOTAL ACRES		90.0

POU County: OWYHEE

Other Rights: 57-00253/00268/01064/01065/02170/00261/01067

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
57-01114 57-10930A A57-01114 A57-02187 A57-10930 R57-10930A

Other Water Rights Listing Overlapping Place(s) of Use:
57-00253 57-00261 57-00268 57-01064 57-01065 57-01067 57-02170 A57-00253 A57-00261 A57-00268
A57-01064 A57-01065 A57-01067 A57-02170 A57-02187

Remarks: QNT USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.78 CFS. COMBINED RIGHT NOS.: 57-00261, 57-01067, 57-00253, 57-00268, 57-01065, 57-02170 & 57-01064.

POU USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 189 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 57-00261, 57-01067, 57-00253, 57-00268, 57-01065, 57-02170 & 57-01064.

Dates: Exam Made Date: Verified Date: 11/07/1997 Objection Filed Date:

Misc: Water District Number: 57R Field Inspection Flag:
Presumption Flag:

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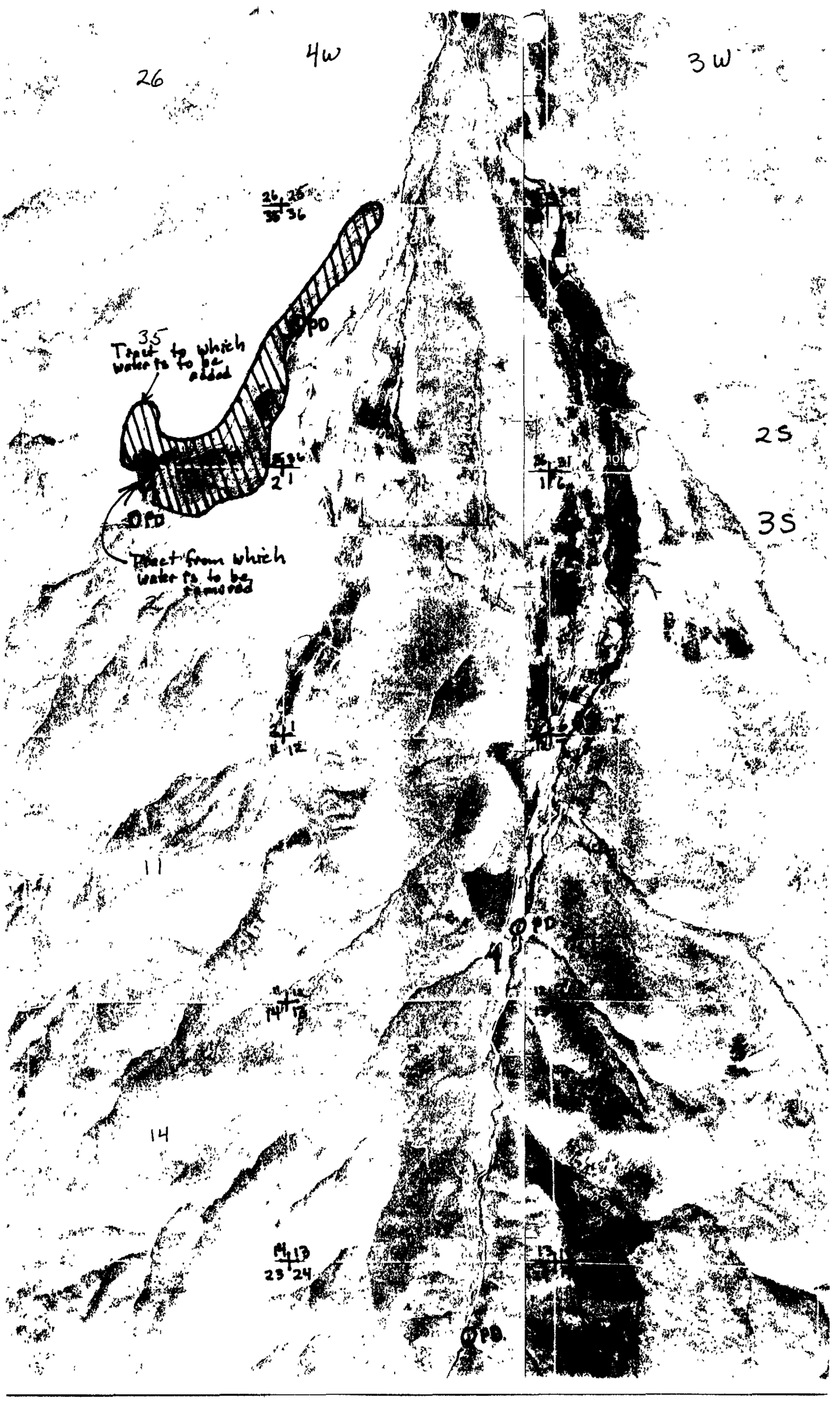

4W
3W
26
35
Point to which water is to be added
PD
2S
3S
Point from which water is to be removed
11
14

Transfer No. _____

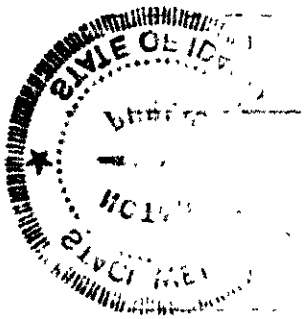
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.

SEE ATTACHED B



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DEC 2 9 1999

SCALE: 2 inches equal 1 mile. Draw plan in ink.

 Transfer No. _____

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.

Steven High Ranch Inc & Jerry L Hoagland
(Signature of Applicant)

Subscribed and sworn to before me this 10th day of February, 19 99.

STACI WELCH NOTARY PUBLIC STATE OF IDAHO

Staci Welch
(Notary Public)

My commission expires 1/27/2005

FOR DEPARTMENT USE ONLY

Transfer contains 7 pages and 4 attachments A-D

Received by KG Date 2/17/99 Protest filed by _____

Prelim. check by _____ Fee 100.00 W024811

Receipted by KG Date 2/17/99 _____

Published in Owyhee Avalanche Copies of protest forwarded by _____

Pub. dates 4-21 + 28-99 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

MICROFILMED

DEC 2 9 1999

 Transfer No. _____

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.

(Signature of Applicant)

Subscribed and sworn to before me this 15th day of February, 19 99.

TACI WELSH NOTARY PUBLIC STATE OF IDAHO

(Notary Public)

My commission expires 1/27/2005

FOR DEPARTMENT USE ONLY

Transfer contains 7 pages and 4 attachments A-D

Received by KB Date 2/17/99 Protest filed by _____

Prelim. check by LG Fee 100 W024811 _____

Receipted by KB Date 2/17/99 _____

Published in Owyhee Avalanche Copies of protest forwarded by _____

Pub. dates 4-21+28-99 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

MICROFILMED

DEC 29 1999

REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS ON THE REVERSE SIDE AND ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

COPY

1. **IMPORTANT - AGENCY DISCLOSURE.** At the time of signing this Agreement the agent working with the Buyer represented N/A and the agent working with the Seller represented _____. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

Nampa, Idaho December _____, 1994

ROD SCHOEN, a single man, (hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate, hereinafter referred to as "premises", legally described as Lot 3, Section 2, Township 3 South, Range 4, West of the Boise Meridian, in Owyhee County, Idaho.

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED OR ATTACHED PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

2. **EARNEST MONEY.**

(a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) evidenced by __ Cash X Personal Check __ Cashier's Check __ Note Due __ Other:_____(b) Earnest money to be deposited in trust account upon acceptance by all parties and shall be held by: __ Listing Broker __ Selling Broker __ Other _____ _____ for the benefit of the parties hereto, and _____ (Broker) shall hold the completely executed broker's copy of this Agreement and is responsible for the closing

(c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees and any other Buyer's costs) shall be refunded to Buyer in the event Buyer or Seller cannot consummate the sale due to circumstances beyond their control

(d) The parties agree that Owyhee County Title Company shall provide title policy and preliminary report of commitment and the "closing agency" for this transaction shall be Owyhee County Title Company. If a long-term escrow/collection is involved, then the escrow holder shall be N/A

3. **TOTAL PURCHASE PRICE IS** NINETY THOUSAND AND NO/100 DOLLARS ($90,000.00) payable as follows:

(a) $ 5,000.00 cash down, including above Earnest Money (closing costs are additional).

(b) $85,000.00, balance of the purchase price (M.I.P. not included).

4. **FINANCING.** This Agreement is contingent upon Buyer securing the following financing: _ FHA _ VA _ Conv. _ IHA _ FmHA _ Assumption of existing loan(s) _ Other.

(a) N/A NEW FINANCING. Purchase loan balance as noted above for a period of ___ years at ___% per annum.)If FHA or VA loan is sought, read the applicable provisions on the reverse side hereof.) Buyer shall pay no more than ___ points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described financing but not to exceed ___ points. Any reduction in points shall first accrue to the benefit of the: __ Buyer __ Seller __ Divided Equally.

(b) N/A ASSUMPTION. Buyer to ASSUME and __ will __ will not be required to qualify for an EXISTING LOAN(S) of approximately $_____ at no more than ____% with monthly payments of approximately $_____ including __ P __ I __ T __ I. This Agreement ___ does ___ does not require Lender to release Seller's liability. Type of loan _____

Buyer shall apply for such loan or assumption within three (3) banking days after Seller's acceptance of this Agreement.
If an appraisal is required under Buyer's financing contingency, premises must appraise at no less than purchase price.

5. **OTHER FINANCING, TERMS AND/OR CONDITIONS:** SEE ATTACHED ADDENDUM.

6. **SELLER'S RIGHT TO CONTINUE TO MARKET THE PREMISES AND ACCEPT OTHER OFFERS.** This Agreement provides for the Seller to continue to market the premises and accept other offers subject to Buyer's right to waive or remove the following contingencies. Any waiver or removal of any contingency as set forth in paragraph 5 will be a waiver or removal of all contingencies in paragraph 5. N/A.

(a) __ Closing of _____ on or before _____ listed with _____

Upon waiver or removal of this contingency Buyer warrants that adequate funds needed to close will be available and that Buyer's ability to obtain financing is not conditioned upon sale and/or closing of any property.

(b) __ Other (specify) _____

IF THIS AGREEMENT IS SUBJECT TO Seller's right to continue to market the premises and accept other offers as specified in paragraph 5, Seller shall have the right to continue to offer the herein premises for sale and to accept offers until such time as said contingencies have been waived or removed by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer _____ calendar days written notice of such offer. In the event the Buyer does not waive or remove the contingencies in writing within the set calendar days noted above, then this Agreement shall be terminated and all deposits returned to Buyer less expenses incurred to date of termination. In the event the Buyer does waive or remove the contingencies, the Buyer shall proceed to purchase the premises under the remaining terms and conditions of this Agreement notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given on the earlier of either personal delivery of notice to the Buyer or their representative or two calendar days following the date of mailing evidenced by certification of the postmark on the envelope containing such notice. All notices shall be sent to the addresses shown on this Agreement.

7. **ITEMS SPECIFICALLY INCLUDED IN THIS SALE** (If FHA/VA financing is sought see item 17 on reverse side): _____ SEE ATTACHED ADDENDUM.

8. **ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:** SEE ATTACHED ADDENDUM

9. **COSTS PAID BY:** Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption.

__ Yes X No Purchaser's Extended Coverage Title Policy requested. Additional premium paid by _____. See item 20 on reverse side.

If requested by lender or otherwise stated herein, the below costs will be paid as indicated.

	Appraisal	Loan Assumpt	Well Inspect	Pump/Inspect Septic	Code Inspect. If Required	Lender or Code Repairs	Contract and/or Document Prep	Tax Service	Closing Agent's Fee	Long Term Escrow Fees	Title Insurance
BUYER											
N/A	X	X	X	X	X	X				X	
SELLER											X
SHARE EQUALLY							X		X		

Cost of lender or code repairs not to exceed $ N/A.

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10. **CLOSING.** On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall be no later than December 15, 1994.

11. **POSSESSION.** Buyer shall be entitled to possession on X closing __ other: On or before Feb 1, 1995. "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be prorated as of _____. Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

12. **ACCEPTANCE.** Buyer's offer is made subject to the acceptance of Seller on or before 12.00 o'clock midnight of _____. If Seller does not accept this Agreement within the time specified, the entire earnest money shall be refunded to Buyer on demand.

13. **TIME IS OF THE ESSENCE OF THIS AGREEMENT.**

Listing Agency: _____ MLS# _____ Selling Agency: _____ MLS# _____

By: _____ MLS# _____ By: _____ MLS# _____

Buyer _____ Buyer's Address _____

Buyer _____ Buyer's Phone. Residence _____ Business _____

X See attached Addendum(s). ___ See attached Counter Offer(s).

On this date, I/we hereby approve and accept the sale set forth in the above Agreement and agree to carry out all the terms thereof on the part of the Seller.

Seller. BRUCE REUCK Seller's Address HC 66, Box 1080, Murphy, Idaho 83650 Phone: Res: 495-2805 Work: _____

Seller (Printed) Bruce Reuck (Signature) Date _____ City _____ State _____ Zip _____

Seller TERRY L. REUCK Seller's Address: As Above Phone: Res _____ Work: _____

Seller (Printed) Terry L Reuck (Signature) Date _____ City _____ State _____ Zip _____

A true copy of the foregoing Agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this 7th day of December, 1994

Buyer _____ Buyer: Rod R. Schoen

THE PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS PAGE SHALL ALSO CONSTITUTE PART OF THE AGREEMENT OF THE PARTIES. EACH OF THE PARTIES ACKNOWLEDGES READING THIS AGREEMENT IN FULL. Buyer's Initial RRS Seller's Initial _____ Seller's Initial TR

ATTACHMENT C

14. **DEFAULT.** If Seller executes this Agreement and title to the property is marketable and insurable pursuant to section 19 hereof, and the Buyer fails or refuses to comply with the terms and conditions herein within five (5) days from the date on which said terms or conditions are to be complied with, the Seller shall have the following options: **OPTIONS:** (A) Seller may make a written request for the earnest money on deposit with the broker. In such event, broker shall pay from said earnest money any and all costs incurred by broker on behalf of the Seller and the Buyer related to the transaction, including but not limited to the costs of title insurance, escrow fees, credit report fees, inspection fees, and attorney's fees, and the balance of the earnest money, if any, shall be apportioned one-half (1/2) to the Seller and one-half (1/2) to the broker provided the amount to broker does not exceed the agreed commission. Any such disbursement of the earnest money shall constitute liquidated damages as against the Buyer under this option (a), and any and all interest of the Buyer in the property, if any, shall be terminated, or **OPTION:** (b) Seller may pursue any legal remedies against Buyer which are available to Seller under Idaho law and shall be entitled to an award of attorney's fees as provided by law or court rule. In such event broker shall pay from said earnest money any and all costs incurred by broker on behalf of the Seller and the Buyer related to the transaction, including but not limited to the costs of title insurance, escrow fees, credit report fees, inspection fees, and attorney's fees, and the balance of the earnest money, if any, shall be refunded to Buyer.

In the event of a dispute between the parties as to the earnest money deposited hereunder by Buyer, the broker holding the earnest money deposit may file an interpleader action in a court of competent jurisdiction to resolve any such dispute between the parties The Buyer and the Seller authorize the broker holding the earnest money deposit to utilize as much of the earnest money deposit as may be necessary to advance the costs and fees required for filing of any such action

15. **INCLUDED ITEMS.** All attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, garage door opener(s), transmitter(s), exterior trees, plants, or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop in" rates (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein

16. **FINANCING REQUIREMENTS.** If financing is required, the Buyer agrees to make a best effort to procure same and further agrees to make application therefor within three (3) banking days after Seller's acceptance of this Agreement. If VA or FHA financing is contemplated, additional provisions pertaining thereto may be attached hereto and are hereby incorporated herein by reference

17. **FHA/VA.** It is expressly agreed that notwithstanding any other provisions of this contract, the Buyer shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Buyer has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property of not less than the sales price as stated in the contract The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. The Buyer should satisfy himself/herself that the price and condition of the property are acceptable.

It is agreed that any item included in Item 7 is of nominal value less than $100.00.

18. **EXISTING LOANS.** Seller shall, within three (3) calendar days of acceptance, provide Buyer with all Notes and Deeds of Trust or other financing documents to be assumed or taken subject to and within five (5) calendar days of receipt thereof Buyer shall in writing notify Seller of his/her approval or disapproval of the terms of said documents, which shall not be unreasonably withheld.

19. **TITLE INSURANCE.** The Seller shall within a reasonable time after closing furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment of a title insurance policy showing the condition of the title to said premises. Buyer shall have five (5) days from receipt of the commitment or until 24 hours prior to closing, whichever is less, within which to object in writing to the condition of the title as set forth in the report If the Buyer does not so object, the Buyer shall be deemed to have accepted the conditions of the title It is agreed that if the title of said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, the earnest money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any

20. **EXTENDED COVERAGE TITLE POLICY.** A standard policy of title insurance does not cover certain potential problems or risks such as liens (i e , a legal claim against premises for payment of some debt or obligation), boundary disputes, claims of easement, and other matters or claims if they are not of public record at time of closing However, under Idaho law, such potential claims against the premises may have become a legal obligation before the purchase of the home and yet may not be of public record until after the purchase For example, Idaho law allows workmen who have built a new home or repaired or remodeled an existing one to file liens against those premises for a period of time after they last worked on the home The debt in such cases will become a lien or claim against the premises itself and, if not paid by the Seller, must be paid by the Buyer to protect the equity in the home. Title insurance companies may be able to issue an "extended coverage" policy for an additional premium. In addition to the premium for extended coverage title policy, there may be other costs involved (i e , survey, additional closing fees). Such a policy may protect the Buyer against problems such as the above Of course, even an "extended coverage" policy contains exclusions and will not insure against all potential problems or risks involved in buying property. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage. Only the policy itself can tell exactly what type of coverage is offered, so contact a title insurance company for particulars.

21. **TITLE CONVEYANCE.** Title of Seller is to be conveyed by Warranty Deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to, exists unless otherwise specified in this Agreement.

22. **RISK OF LOSS.** Prior to closing of this sale, all risk of loss shall remain with the Seller. In addition, should the premises be materially damaged by fire or other cause prior to closing, this Agreement shall be voidable at the option of the Buyer.

23. **INSPECTION.** The Buyer hereby acknowledges further that he has not received or relied upon any statements or representation by the broker or his representatives or by the Seller which are not herein expressed. The Buyer has entered into this Agreement relying solely upon information and knowledge obtained from his own investigation or personal inspection of the premises. This Agreement constitutes the whole agreement between the parties and no warranties, including any warranty of habitability, agreements or representations have been made or shall be binding upon either party unless herein set forth

24. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument

25. **FACSIMILE TRANSMISSION.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original At the request of either party, or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document

26. **SALES PRICE INFORMATION.** The parties to this Agreement acknowledge that it has been explained to them that any sales price information compiled as a result of this Agreement may be provided to the County Assessor's office The parties agree that such disclosure is permissible.

EACH OF THE PARTIES ACKNOWLEDGES READING AND UNDERSTANDING THIS AGREEMENT IN FULL.

Buyer's Initial R.L.

Seller's Initial: BR

Seller's Initial: TR

STATE OF IDAHO)
) ss
County of Canyon)

On this 7th day of December, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared BRUCE REUCK and TERRY L. REUCK, husband and wife, known to me to be the persons who signed the foregoing instrument as Seller and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at Meridian, Idaho
My commission expires: 10/9/97

MICROFILMED
DEC 29 1999

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

5. **OTHER TERMS AND/OR CONDITIONS:** The parties acknowledge an existing roadway providing ingress and egress to the real property, which roadway will be surveyed, each party to pay one-half of the survey cost. Upon survey, a non-exclusive Deed of Easement shall be prepared from Seller to Buyer providing for ingress and egress for agricultural and utility uses.

   Seller makes no representations or warranties as to flow or water availability from the well included in this sale. Buyer understands the well is unlicensed and not currently in use. ~~There are no other water rights deeded or otherwise from Reynolds Creek or Babbington Creek.~~ All other water rights, consisting of springs, transfer with the real property.

7. **ITEMS SPECIFICALLY INCLUDED IN THIS SALE:**

   Wood stove
   Cooking range
   Window blinds
   2 Metal granaries.

8. **ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:**

   Dinner bell in the front yard
   Decorative windmill
   Dishwasher - not hooked up
   1 550-gallon fuel tank (all other fuel tanks belong to C & M Oil, Melba, Idaho)
   Dog kennel
   TECO squeeze chute
   Vise
   Air compressor
   Arc welder
   Window curtains.

Buyer's Initial: _____ Seller's Initial: _____
Seller's Initial: _____

SELLER PROPERTY DISCLOSURE FORM

Seller's name and address — **Bruce and Terry L. Reuck, HC 88, Box 1080, Murphy, Idaho 83650.**

Legal description of property — **Lot 3, Section 2, Township 3 South, Range 4, West of the Boise Meridian, Owyhee County, Idaho**

Authority — **Idaho Code §55-2501, *et seq.*, requires sellers of residential real property to complete a property condition disclosure form.**

Purpose of statement — **This is a statement of the conditions and information concerning the property known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the Seller possesses no greater knowledge than that which could be obtained upon a careful inspection of the property by the potential Buyer. Unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any agent representing any Seller in this transaction. It is not a substitute for any inspections Purchase is encouraged to obtain his/her own professional inspections**

1 All appliances and service systems included in the sale (such as refrigerator/freezer, range/oven, dishwasher, disposal, hood/fan, central vacuum, microwave oven, trash compactor, smoke detectors, television antenna/dish, fireplace/wood stove, water heater, garage door opener, pool/hot tub, etc) are functioning properly except *(please list and explain)*

Self-cleaning oven does not operate every time

2 Specify problems with the following

Basement water **None (No basement; no water in crawl space.)**
Foundation **None**
Roof condition and age **20 years - None.**
Well *(type)* **None - domestic water from spring.**
Septic system *(type)* **Septic tank and drain field** *(problem)* **None.**
Plumbing **None**
Drainage **None.**
Electrical **None**
Heating **None.**

3 Describe any conditions that may affect your ability to clear title (such as encroachments, easements, zoning violations, lot line disputes, etc) **None.**

4 Are you aware of any hazardous materials or pest infestations on the property? **No.**

5 Have any substantial additions or alterations been made without a building permit? **No.**

6 Any other problems, including legal, physical or other not listed above that you know concerning the property? **None.**

The Seller certifies that the information herein is true and correct to the best of Seller's knowledge as of the date signed by the Seller The Seller is familiar with the residential real property and each act performed in making a disclosure of an item of information is made and performed in good faith

We acknowledge receipt of a copy of this statement

SELLER

Bruce Reuck
Date 12/7/94

Terry L. Reuck
Date 12/7/94

BUYER

Rod Schoen
Date 12/7/94

Distribution — Duplicate originals executed by Seller are to be transmitted to Buyer by personal service, U S mail or fax within 10 days after acceptance of offer, Buyer to execute and return to Seller one original upon receipt Idaho Code §55-2509 and §55-2510

Form 1-222
12-92

Page 1 of 7

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 5-421

RECEIVED
FEB 17 1999
WATER RESOURCE
WESTERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Bruce Reuck
Seven High Ranch, Inc. Phone 208-495-2810

Post Office address HC 79 Box 44, Melba, Idaho 83641

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 The tract T3S R4W Sec 2 Lot 3 (NENW) was sold without irrigation water to Rod Schoen, see Purchase and Sale Agreement attached. This transfer seeks to move the irrigation water from this tract to land owned by Seven High Ranch, Inc.

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		
57-00261	6/1/1888	1.88	irrigation	3/15	to	11/15
57-01067	9/21/1911	0.28	irrigation	3/15	to	11/15
57-02187	3/25/1947	1.60	irrigation	3/15	to	11/15
					to	

2. Total amount of water being transferred 3.76 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Babbington Creek / Reynolds Creek tributary to Reynolds Creek / Snake River
4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
		SW	NE	24	3S	4W	Owyhee	Big Place ditch
		SW	NW	36	2S	4W	Owyhee	
3		NE	NW	2	3S	4W	Owyhee	

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	
261	2S	4W	35												13	17		17	28	75
	3S	4W	2	Lt1 13	Lt2 20															33
067	2S	4W	35												13	17		17	28	75
	3S	4W	2	Lt1 13	Lt2 26															39
187	2S	4W	25												3					3
			35												1	11		6	19	37
			36					7	6	9										22
	3S	4W	2	Lt1 10	Lt2 18															28

PART 1

6. General Information:

a. Description of diversion system Big Place ditch diversion from Reynolds Creek, two ditch diversions from Babbington Creek

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X 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:

The land in T3S R4W Sec 2 Lot 3 that is currently irrigated will not be irrigated with any existing water right. The owner may try to develop an irrigation water right from an unused well on the property.

d. Remarks:

This application is co-signed by Seven High Ranch, Inc. as owner of the water right and the place of use of the water right after the transfer and Bruce Reuck, owner of water right which was withheld from the sale to Rod Schoen.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19____.

_____

Transfer No. 5421

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. _____ Decreed to See attached copies of 57-00261, 57-01067 and 57-02187 from the Director's Report. ATTACHMENT A

   In the case of _____ vs. _____

   dated _____ in _____ county of _____

   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 _____

3. Source of water _____ tributary to _____

4. Date or priority _____

5. Water is used for the following purpose:

   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____
   amount _____ (cfs/ac-ft) for _____ purposes from _____ to _____

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

7. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

8. 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	

Total acres _____

9. Describe any other water rights used for the same purpose as described above These are the only water rights for T3S R4W Sec 2 Lot 3 (NENW)

PART 2

Transfer No _____

10 To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

no If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.16 cfs for irrigation purposes from 3/15 to 11/15
   (cfs/ac-ft) amount 0.02 cfs for irrigation purposes from 3/15 to 11/15
   (cfs/ac-ft) amount 0.02 cfs for irrigation purposes from 3/15 to 11/15
   (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	No Change							

3. 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	
261 1067	3S	4W	2					Lt3 9												9
2187	3S	4W	2					Lt3 1												1

Total acres 9

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT *(omit if there is no change)*

1. amount 1.72 cfs for irrigation purposes from 3/15 to 11/15
   (cfs/ac-ft) amount 0.26 cfs for irrigation purposes from 3/15 to 11/15
   (cfs/ac-ft) amount 1.58 cfs for irrigation purposes from 3/15 to 11/15
   (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	No Change							

3. 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	
261	2S	4W	35												4	17		17	28	66
	3S	4W	2	Lt1 13	Lt2 20															33
1067	2S	4W	35												4	17		17	28	66
	3S	4W	2	Lt1 13	Lt2 26															39
2187	2S	4W	25												3					3
			35													11		6	19	36
			36					7	6	9										22
	3S	4W	2	Lt1 10	Lt2 18															28

Total acres 130

 Transfer No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.

SEE ATTACHED B

SCALE: 2 inches equal 1 mile. Draw plan in ink.

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.

Steven High Ranch Inc. By Jerry L. Hough
(Signature of Applicant)

Subscribed and sworn to before me this 10th day of February, 19 99.

STACI WELCH NOTARY PUBLIC STATE OF IDAHO

Steri Welch
(Notary Public)

My commission expires 1/27/2005

FOR DEPARTMENT USE ONLY

Transfer contains 7 pages and 4 attachments A-D

Received by KH Date 2/17/99 Protest filed by _____

Prelim. check by _____ Fee 100.00 W0248 11

Receipted by KH Date 2/17/99

Published in Owyhee Avalanche Copies of protest forwarded by _____

Pub. dates 4-21 + 28-99 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

 Transfer No. _____

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.

(Signature of Applicant)

Subscribed and sworn to before me this 15th day of February, 1999.

TACI WELSH NOTARY PUBLIC STATE OF IDAHO

(Notary Public)

My commission expires 1/27/2005

FOR DEPARTMENT USE ONLY

Transfer contains 7 pages and 1 attachments 1-D

Received by KG Date 2/17/99 Protest filed by _____

Prelim. check by LG Fee 100 W024911 _____

Receipted by KG Date 2/17/99 _____

Published in Owyhee Avalanche Copies of protest forwarded by _____

Pub. dates 4-21 & 28-99 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ approval ☐ denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

ERO
RESOURCES CORPORATION
Consultants in Natural Resources and the Environment

COPY

RECEIVED
FEB 17 1999
WATER RESOURCES
WESTERN REGION

February 15, 1999

David R. Tuthill
Adjudication Bureau Chief
Idaho Department of Water Resources
P.O. Box 83720
Boise, Idaho 83720-0098

Re: Changes of Ownership to Water Rights Decreed to Bruce and Terry Reuck

Dear Dave:

Enclosed with this letter are two Notices of Change of Water Right Ownership and a copy of one Application for Transfer of Water Right. I am sending this entire package to you after our telephone conversation in late January discussing an apparent error in the decree of water right number 57-01114.

The land and appurtenant water rights described on the enclosed Notice of Change of Water Right Ownership have been sold by the Reuck's to Seven High Ranch, Inc., Jerry L. Hoagland, individually, and Rod Schoen. The land and water rights sold to Jerry Hoagland, individually, were sold in their entirety resulting in a simple change of ownership of the water rights from Reuck to Hoagland. There was an intermediate step during which the lands were temporarily held by Seven High Ranch, Inc. from December 1994 to January 1995. As the ownership exists today, the land and appurtenant water rights is owned individually by Jerry L. Hoagland.

The lands and water rights purchased and retained by Seven High Ranch, Inc. excluded Lot 3, Section 2, T3S, R4W, B. M. from the land originally owned by Reuck's. Four water rights are appurtenant to that lot, three for irrigation purposes and one for domestic and stockwater. The transfer of property from Reuck to Schoen specifically excluded the irrigation portion of the water rights from Lot 3. This exclusion is evidenced by the attachments to the purchase and sale agreement of Lot 3, Section 2, T3S, R4W, B. M. to Schoen. Seven High Ranch, Inc. is the successor to the irrigation water rights from Lot 3, Section 2, T3S, R4W, B. M. but, unfortunately, that transfer of ownership was not made clear in the warranty deed from Reuck to Seven High Ranch, Inc.

To make clear the intent of the seller and buyer, the Application for Transfer of the three irrigation water rights, numbers 57-00261, 57-01067, and 57-02187, which were all decreed to be appurtenant to Lot 3, Section 2, T3S, R4W, B. M., is co-signed

MICROFILMED
DEC 29 1999

2309 N Mountain View Dr., Suite 174, Boise, ID 83706 (208) 373-7983 FAX (208) 373-7985

ATTACHMENT D1

by Reuck and Seven High Ranch, Inc. Co-signature of the transfer removing the water from Lot 3, Section 2, T3S, R4W, B. M. by the original owner of the land and water right, along with the evidence the irrigation water was withheld from the property when it was sold to Schoen, should make it clear the intent of the seller was to include the water from Lot 3 in the sale to Seven High Ranch, Inc.

The water right for domestic and stockwater use, number 57-01114, was intended to be split with a portion of the right remaining with Lot 3, Section 2, T3S, R4W, B. M. and a portion going to Seven High Ranch, Inc. All of the domestic portion, of right number 57-01114, is to remain with Lot 3, and 0.01 cfs for 50 head of livestock is intended to stay with Lot 3 and should ultimately be changed to show Rod Schoen as the owner. The remaining portion, 0.11 cfs for 400 head of livestock, was purchased by Seven High Ranch, Inc.

I am forwarding the original transfer to Western Region for processing at this time. I have attached a copy of this letter to the transfer application.

It is the latter portion of 57-01114 that appears to have been incorrectly decreed in the SRBA. The point of diversion for the Seven High Ranch, Inc. portion of 57-01114 should be NWNWSW Section 35, T2S, R4W, B. M., rather than SENW of Section 35, T2S, R4W B. M., which appeared in the decree. Additionally, the place of use should be throughout the irrigated land area. I will provide a complete legal description of the place of use in the form appropriate for the next step in correcting this water right record once that step has been decided.

As we discussed in our telephone conversation, the water right owner is willing to file an Application for Transfer to correct the record for the Seven High Ranch, Inc. portion of 57-01114, or seek a correction of the decree through the SRBA court, whichever is the most desirable. Please advise of the Department's recommended procedure for the next step in correcting this record.

If you have any questions regarding either of the Notices of Change of Water Right Ownership please contact me. Thank you in advance for your help with these changes

Yours truly,

Dave

David B. Shaw
Project Manager

Enc.

cc: Western Region IDWR

MICROFILMED

DEC 2 9 1999

ERO

Water Right Number - **57-00261** Prefix Translation: WATER RIGHT Old (D) Number -

Last Name	First Name	Address
*** C - CURRENT OWNER ***		
REUCK	BRUCE	1 - HC 88 BOX 1080 2 - 3 - City- MURPHY State- ID Zip- 83650 Phone - 208-495-2805
REUCK	TERRY L	1 - HC 88 BOX 1080 2 - 3 - City- MURPHY State- ID Zip- 83650 Phone - 208-495-2805

Priority Date	Region	Stage	Status
06/01/1888	14 WESTERN	D - DECREED	

Source	Tributary
REYNOLDS CREEK	SNAKE RIVER

Point of Diversion

Twn	Rng	Sec	Tract	Lot	RFlg	County	Diversion Name	Diversion Rate	Diversion No.
03S	04W	24	SW NE			(73) OWYHEE			

Water Use

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
01	IRRIGATION	03/15	11/15	1.880	

Total Div. Rate	Total Div. Volume	Total Div. Capacity	Total Consumptive Use	KW Usage
1.880			0.0	

Place of Use

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
02S	04W	35	SE SW		4.0	01	IRRIGATION	(73) OWYHEE
02S	04W	35	NE SE		17.0	01	IRRIGATION	(73) OWYHEE
02S	04W	35	SW SE		17.0	01	IRRIGATION	(73) OWYHEE
02S	04W	35	SE SE		28.0	01	IRRIGATION	(73) OWYHEE
03S	04W	2	NE NE	1	13.0	01	IRRIGATION	(73) OWYHEE
03S	04W	2	NW NE	2	20.0	01	IRRIGATION	(73) OWYHEE
03S	04W	2	NE NW	3	9.0	01	IRRIGATION	(73) OWYHEE

Total Acres: 108.0

Diversion Means -

Non-Irrigation Use -

Other Rights for Same Use -

Water right number - 57-00261 Prefix Translation: WATER RIGHT

Remarks

QNT USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.78 CFS. COMBINED RIGHT NOS.: 57-01067, 57-02187, 57-00253, 57-00268, 57-01065, 57-02170 & 57-01064.

POU USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 189 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 57-01067, 57-02187, 57-00253, 57-00268, 57-01065, 57-02170 & 57-01064.

EXP THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 57-00254B, 57-00255B, 57-00256, 57-01063, 57-01066 AND 57-01067

Old Water Right Numbers

No Old Water Right Numbers found.

Conditions of Approval

No Conditions of Approval found.

Decree Plaintiff	Decree Defendant	Decree Date
STATE OF IDAHO	UNITED STATES ET AL	12/15/1997

Comments

No Comments Found

Audit Fields - 09/29/94 SCURTIS 10/27/94 DCRE-UPD 11/07/97 MSCHULTE 11/10/97 MSCHULTE 01/07/98 PD-DSHAF 10/05/99 DECREED

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
Exam to S.O. Date	- 00/00/0000	Verified Date	- 11/10/1997	DLE/Carey Act	-
Order Show Cause	- 00/00/0000	Receipt Number	-	Water District	- 57R
Licensed Date	- 00/00/0000	Appl Received	- 00/00/0000	Transfer/Amended	-
Presumption Flag	-	Name Connector	- AND/OR	POU Ownership Flag	- Y
SRBA Decreed Flag	- D				

SRBA
PARTIAL DECREE 57-00261

Return to SRBA Home Page

ISSUED ON 12-15-1997 BUT COPY
NOT FOUND IN THE SRBA DATABASE

Return to SRBA Home Page

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DEC 2 9 1999

This right has been superceded by a Decree.

All actions above this point are based on the decreed version of this right.

MICROFILMED
DEC 2 9 1999

MAR 23 1988

Department of Water Resources

MAR 23 1988

BARBARA JAYO, CLERK
JOANN McDANIEL
D. C.

JIM JONES
Attorney General

PHILLIP J. RASSIER
JOSEPHINE P. BEEMAN
Deputy Attorneys General
Department of Water Resources
450 West State Street
Boise, ID 83720
Telephone: (208) 334-4448

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT

OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF OWYHEE

IN THE MATTER OF THE GENERAL DETERMINATION OF THE RIGHTS TO THE USE OF THE SURFACE AND GROUND WATERS OF REYNOLDS CREEK DRAINAGE COMMONLY KNOWN AS REYNOLDS CREEK DRAINAGE BASIN	Civil No. 3456
A. KENNETH DUNN, Director of the Department of Water Resources, Plaintiff and Petitioner, vs. ADAMS, Larry, et al., Defendants.	DECREE

STATE OF IDAHO
County of Owyhee } ss.
I hereby certify that the foregoing instrument is a true and correct copy of the original on file in this office
Dated 5-24 19 88
Barbara Jayo, Clerk of the District Court
JoAnn McDaniel
Deputy Clerk

The report of the director of the Idaho Department of Water Resources ("Director herein") entitled PROPOSED FINDING OF WATER RIGHTS IN THE REYNOLDS CREEK DRAINAGE BASIN ("Proposed Finding" herein) was filed with this court on June 28, 1985. The report contains findings of fact, conclusions of law, existing applica-

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DEC 29 1999

JUN 19 1996

50 years, and now is, customarily made in the Reynolds Creek Basin by Upper Users and by Lower Users, and is an historically recognized water use practice which is in the local public interest. All parties agree that this Stipulation does not address the priorities of any rights, claims or permits for flood or "excess" water for which Findings as to priorities have not been proposed by the Director.

DATED this 18 day of March, 1988.

JIM R. DOOLITTLE

JIM R. DOOLITTLE
District Judge

MICROFILMED
DEC 2 9 1999

JUN 1 9 1996

RIGHT NUMBER	NAME AND ADDRESS	PRIORITY DATE	USE	USE PERIOD FROM	USE PERIOD TO	MAX AMOUNT MAX RATE	DIVERSION POINT	PLACE OF USE AND ACREAGE	BASIS FOR RIGHT
INDICATES TOTAL		SOURCE: REYNOLDS CREEK					TRIBUTARY TO: SNAKE RIVER		
57-0273	JOHNSTON, CALVIN C. MELBA ID 83641 OTHER USES: S/150 RANGE. OTHER RIGHTS: SOURCE(S) OUTSIDE BASIN.	01-27-1888	IRRIGATION	03-15	11-15	3.20 CFS	SWSE S02 T01S R03W	NESW(34) NWSW(37) SWSW(25) SESW(40) S01 T01S R03W * 136 ACRES*	DECREE
			STOCKWATER	01-01	12-31	2.70 AFA .05 CFS		SAME AS OTHER USE	
					*	---*AFA			
					*	3.20*CFS			
57-0261	MASON, NORMAN G. RT. 2 KIMBERLY ID 83341 P/U: T03S R04W S02 LT01 (NENE)(13) LT02 (NWNE)(20) LT03 (NENW)(09) P/U: T02S R04W S35 SESW(04) NESE(17) SWSE(17) SESE(28)	06-01-1888	IRRIGATION	03-15	11-15	1.88 CFS	SWNE S24 T03S R04W	* 108 ACRES*	DECREE
57-0271	BENSON, ALVIN BENSON, THOMAS STAR RT. MELBA ID 83641 OTHER USES: S/100 DAIRY. OTHER RIGHTS: SOURCE(S) OUTSIDE BASIN. P/U: T01S R03W S02 LT01 (NENE)(35) SENE(32) NESE(34) P/U: T01N R03W S35 SESE(25)	03-22-1889	IRRIGATION	03-15	11-15	2.74 CFS	SESE S10 T01S R03W	* 126 ACRES*	DECREE
			STOCKWATER	01-01	12-31	1.40 AFA .03 CFS		SAME AS OTHER USE	
					*	---*AFA			
					*	2.74*CFS			
57-0277	FOOTE,JR., EARLE G. FOOTE, PATRICIA B. STAR RT. BOX 52 MELBA ID 83641 OTHER RIGHTS: SOURCE(S) OUTSIDE BASIN. P/U: T01S R02W S18 NENE(20) NWNE(20) P/U: T01S R03W S12 NENE(38) NWNE(39) SWNE(28) SENE(37) NESE(34) SESE(04) P/U: T01S R02W S07 SWNE(20) NENW(29) LT03 (NWNW)(36) LT04 (SWNW)(38) SENW(28) NESW(40) LT05 (NWSW)(29) LT06 (SWSW)(12) SESW(23) NWSE(29) SWSE(39) SESE(09) S06 SESW(26)	12-24-1889	IRRIGATION	03-15	11-15	10.00 CFS	NWNE S11 T01S R03W	* 578 ACRES*	DECREE
57-0256	MASON, NORMAN G. RT. 2 KIMBERLY ID 83341	06-01-1891	IRRIGATION	03-15	11-15	.16 CFS	SWNE S24 T03S R04W	SWNW(16) SENW(17) NESW(09) NWSW(31) SWSW(03) S01 T03S R04W * 76 ACRES*	DECREE

MICROFILMED
DEC 29 1999
JUN 19 1996

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

December 1, 1999

SEVEN HIGH RANCH INC
HC 79 BOX 44
MELBA ID 83641

RE: AMENDED TRANSFER OF WATER RIGHTS 57-00261/57-01067/57-02187
(Transfer 5421)

Dear Water Right Holder(s):

Enclosed is the copy of your approved Amended Transfer of Water Rights for the above referenced water rights (Transfer 5421). Please be sure to thoroughly read the Conditions and Remarks listed on the transfer. Also, please be advised that the accompanying transfer approval should be considered and treated as an **amended preliminary order** of the department issued pursuant to section 67-5243, Idaho Code. Enclosed are instructions for responding to **Preliminary Orders** if you are in disagreement with the approved transfer.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact the department if you have questions.

Sincerely,

for Jeff Peppersack, Manager
Water Right Permits Sections

JP:klt

Enclosures

cc: David B. Shaw
ERO Resources Corporation

MICROFILMED
DEC 2 9 1999

CERTIFICATE OF MAILING

I hereby certify that on the **1st** day of **December, 1999** I mailed a true and correct copy, postage prepaid, of the foregoing **AMENDED TRANSFER APPROVAL** to the person(s) listed below:

RE: AMENDED TRANSFER OF WATER RIGHTS 57-00261/57-01067/57-02187
(Transfer 5421)

SEVEN HIGH RANCH INC
HC 79 BOX 44
MELBA ID 83641

Kari Lynn Townsend
Secretary

MICROFILMED

DEC 2 9 1999

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

December 1, 1999

CONNIE BRANDEAU
WATERMASTER
HC 79 BOX 61
MELBA ID 83641

RE: TRANSFER OF WATER RIGHTS 57-00261/57-01067/57-02187
(Transfer 5421)

Dear Connie:

Enclosed is a copy of the recently approved Amended Transfer of Water Right for the above referenced water rights (Transfer 5421) in the name of Seven High Ranch Inc.

Also enclosed is a copy of the reviewers notes.

If you have any questions, please call me at 208-327-7940.

Sincerely,

for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

MICROFILMED
DEC 2 9 1999

Responding to Preliminary Orders Issued by the Idaho Department of Water Resources

The Idaho Department of Water Resources (Department) issues water right permits, licenses, and transfers as preliminary orders pursuant to section 67-5243, Idaho Code. **A preliminary order can and will become a final order without further action of the department unless a party petitions for reconsideration or files an exception and/or brief as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the Department within fourteen (14) days of the service date of the order. The Department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See section 67-5243(3), Idaho Code.

EXCEPTIONS AND BRIEFS

Within twenty-one (21) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from a preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding. Otherwise, a preliminary order will become a final order of the Department.

If any party appeals or takes exceptions to a preliminary order, opposing parties shall have twenty-one (21) days to respond to any party's appeal. Written briefs in support of or taking exceptions to the preliminary order shall be filed with the Department. The Department retains the right to review the preliminary order on its own motion.

ORAL ARGUMENT

If the Department grants a petition to review a preliminary order, the Department shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Department will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Department orders otherwise, all oral arguments will be heard in Boise, Idaho.

MICROFILMED
DEC 2 9 1999

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Department in connection with a preliminary order shall be served on all other parties to the proceedings in accordance with Rules of Procedure 302 and 303.

FINAL ORDER

The Department will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Department may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

(a) the petition for reconsideration is disposed of; or
(b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

i. A hearing was held,
ii. The final agency action was taken,
iii. The party seeking review of the order resides, or
iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

MICROFILMED
2 9 1999

MEMORANDUM

TO: Files 57-00261, 57-01067 & 57-02187

FROM: Pam Skaggs/State Office

SUBJECT: Change of Ownership

DATE: November 30, 1999

A change of ownership form for the above referenced rights was submitted to the department at some time previously. Dave Shaw with his letter of 11-12-99 provided a copy of the form. No proof of ownership was attached to the copy of the form. I contacted the Owyhee County Assessor who confirmed that Seven High Ranch Inc. is the current owner of the property these rights are appurtenant following approval of Transfer 5421, and provided a printed copy from their database. The rights have been updated to reflect Seven High Ranch Inc. as the sole owner of these rights.

MICROFILMED

DEC 2 9 1999

ERO
RESOURCES CORPORATION
Consultants in Natural Resources and the Environment

RECEIVED
NOV 12 1999
Department of Water Resources

HAND DELIVERED

November 12, 1999

Mr. Jeff Peppersack, Manager
Water Rights Permits Section
Idaho Department of Water Resources
PO Box 83720
Boise, ID 83720-0098

Re: Transfer of Water Rights 57-00261/01067/02187, Transfer 5421

Dear Jeff:

I am writing on behalf of transfer applicant Seven High Ranch, Inc. regarding the preliminary order approving this transfer. There are two issues regarding the preliminary order I wish to address.

The preliminary order imposes diversion volume limits on each water right, on the combined rights, on the combination of these rights with other rights not the subject of this transfer, and on a per acre basis. These limitations are contrary to the April 6, 1998 decision of the Idaho Supreme Court in Basin Wide Issue 5A. The Court recognized the long standing practice of utilizing "excess" water by those who have other water rights in this part of the Reynolds Creek basin. The proposed volume limitations are also contrary to the Reynolds Creek Stipulation, the Reynolds Creek Decree and General Provision 2 of the Amended Director's Report for Basin 57.

For all the above reasons, the diversion volume limits should be removed from the final approval of this transfer.

Seven High Ranches, Inc. is the sole owner of these water rights. Mr. Reuck is not associated with Seven High Ranches, Inc.

A change of ownership, copy attached, was filed for these water rights at the same time as the above referenced application for transfer. The application for transfer was filed in both names to expedite its processing prior to completion of the change of ownership.

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DEC 29 1999

2309 N Mountain View Dr , Suite 174, Boise, ID 83706 (208) 373-7983 FAX (208) 373-7985

I believe the change of ownership is now complete and I am concerned an approval of the transfer with both names at this time would appear to transfer part ownership back to Reuck. This is not the intent nor would it be factually correct.

The approved transfer should only be in the name of Seven High Ranches, Inc., and I will be happy to work with you to accomplish that result.

Please let me know if I can provide you with any additional information or what actions need to be taken, if any, for the approved transfer to be modified as requested.

Yours truly,

Dave

David B. Shaw
Project Manger

Enc.

Cc: Jerry Hoagland w/o enc.

MICROFILMED
DEC 2 9 1999

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

October 19, 1999

BRUCE REUCK
SEVEN HIGH RANCH INC
HC 79 BOX 44
MELBA ID 83641

RE: TRANSFER OF WATER RIGHTS 57-00261/57-01067/57-02187
Transfer 5421)

Dear Mr. Reuck:

Enclosed is the copy of your approved Transfer of Water Right for the above referenced water rights (Transfer 5421). Please be sure to thoroughly read the Conditions and Remarks listed on the transfer. Also, please be advised that the accompanying transfer approval should be considered and treated as a **preliminary order** of the department issued pursuant to section 67-5243, Idaho Code. Enclosed are instructions for responding to **Preliminary Orders** if you are in disagreement with the approved transfer.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact the department if you have questions.

Sincerely,

Jeff Peppersack, Manager
Water Right Permits Sections

JP:klt

Enclosures

MICROFILMED
DEC 2 9 1999

CERTIFICATE OF MAILING

I hereby certify that on the **19th** day of **October, 1999** I mailed a true and correct copy, postage prepaid, of the foregoing **TRANSFER APPROVAL** to the person(s) listed below:

RE: TRANSFER OF WATER RIGHTS 57-00261/57-01067/57-02187
(Transfer 5421)

BRUCE REUCK
SEVEN HIGH RANCH INC
HC 79 BOX 44
MELBA ID 83641

Kari Lynn Townsend
Secretary

MICRO
DEC 2 9 1999

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

October 19, 1999

CONNIE BRANDEAU
WATERMASTER
HC 79 BOX 61
MELBA ID 83641

RE: TRANSFER OF WATER RIGHTS 57-00261/57-01067/57-02187
(Transfers 5421)

Dear Connie:

Enclosed is a copy of the recently approved Transfer of Water Right for the above referenced water rights (Transfer 5421) in the name of Bruce Reuck, Seven High Ranch, Inc.

Also enclosed is a copy of the reviewers' notes.

If you have any questions, please call me at 208-327-7940.

Sincerely,

Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures

MICROFILMED
DEC 2 9 1999

Responding to Preliminary Orders Issued by the Idaho Department of Water Resources

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MICROFILMED
DEC 2 9 1999

CERTIFICATE OF SERVICE

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(a) the petition for reconsideration is disposed of; or
(b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

i. A hearing was held,
ii. The final agency action was taken,
iii. The party seeking review of the order resides, or
iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

MICROFILMED
DEC 2 9 1999

MEMORANDUM

TO: Files 57-00261, 57-01067 & 57-02187

FROM: Pam Skaggs/State Office

SUBJECT: Transfer 5421

DATE: October 7, 1999

Transfer 5421 changes the place of use under Rights 57-00261, 57-01067 and 57-02187. The applicant sold a portion of land without these water rights and is now moving the acres to a different area adjacent to currently irrigated parcel. The property is being sold entirely to Seven High Ranch Inc. and a change of ownership form should be sent out with the approval to allow the applicant to complete the process.

9.0 irrigated acres under Rights 57-00261 and 57-01067 from Reynolds Creek and 1.0 acre under Right 57-02187 from Babbington Creek are being moved from Lot 3 (NENW), S02, T03S, R04W. The transfer proposes that these irrigated acres will be used in the SESW, S35, T02S, R04W. These SRBA decreed rights overlap, yet retain separate places of use A total of 139 acres are irrigated under these combined rights. No other changes are proposed through the transfer.

Recommended conditions include combined right limits, watermaster control, measuring device & lockable controlling works, irrigation overlap and standard transfer conditions.

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DEC 2 9 1999

The Owyhee Avalanche

P.O. BOX 97 • HOMEDALE, ID 83628 • 208/337-4681

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO)
) ss
COUNTY OF OWYHEE)

I, Joe E. Aman, being first duly sworn, depose and say:

1. That I am a citizen of the United States of America, and at all times hereinafter mentioned was and now over the age of twenty-one years, not a party to nor interested in the proceedings hereinafter mentioned.

2. That during the time of the publication of the notice hereinafter mentioned, I was and now am the publisher of The Owyhee Avalanche, a newspaper of general circulation printed and published weekly, on Wednesday of each and every week, in the City of Homedale, County of Owyhee and State of Idaho.

3. That the said The Owyhee Avalanche has been printed and published continuously and uninterruptedly in said County during a period of more than seventy-eight weeks prior to the first publication of the attached notice.

4 That said notice of which a printed copy, taken from said newspaper, is hereto affixed, was published in the regular issue thereof, and not a supplement thereto, in said newspaper, in Two (2) (consecutive) calendar weekly issue(s) of said newspaper, in the following date(s).

April 21 and 28, 1999

Signed _____

Subscribed and sworn to before me this 28th day of April A.D., 1999

NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public in and for the State of Idaho
Residing at Homedale, Idaho
Commission expires 04/22/2002

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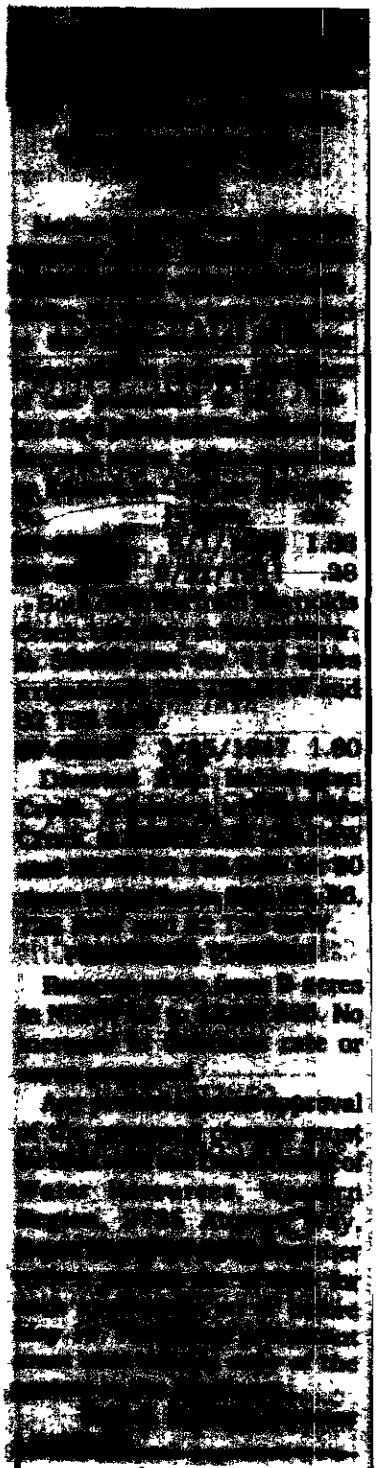
DEC 2 9 1999



OCT 1 4 1999

Department of Water Resources

RECEIVED

OCT 1 2 1999

WATER RESOURCES
WESTERN REGION

TRANSFER REVIEW SHEET

(07-98)

Transfer # 5421 **Date Reviewed** 10-05-99

Right(s) 57-00261 ✓, 57-01067 ✓, 57-02187 ✓ SRBA Decree

✓ **WRQ/Split Summary** ✓ **SRBA Status** (Decreed/On WR d'Base) ✓ **Run POU Comparison Report** (transferred acres)

B:Change P/D **C**:Add P/D **(D)**:Change P/U **E**:Change Nature of Use
F:Change Period of Use **G**:Other **H**:Change P/D & Add P/D
I:Change P/D & P/U **J**:Add P/D & Change P/U

Proof of Ownership Real Estate Agreement selling Lot 3, S02, T35, R4W to Schoen specifically excluding Reynolds Creek & Babbington Creek WRS. Reuck transferring these rts to Seven High Ranch thru transfer.

Transfer ✓ **All of Right** ____ **Portion of Right**

Resulting Split(s) None

* Need Affadavit of Advertisement - Contacted Region 10-05-99 & they will pursue. Rcvd 10-14-99

Check Transfer Against Recorded Right **Season/Vol.** B/3.5

(1) ✓ **Priority** (2) ✓ **Use** (3) ___ **Season** (4) ✓ **Rate** (5) ___ **Volume**

(6) ✓ **Source** (7) ✓ **P/D** (8) ___ **P/U** (9) ✓ **Proof/Owner** (10) ✓ **Map**

(11) STR **Water District** (12) Yes **Pertinent Conditions** (13) NO **Expansion**
WM Comment Rcvd. 4-29-99

(3) Decreed w/non-standard season of (3-15 to 11-15) instead of 4-15 to 10-15
(5) Standard Vol = 3.5 afa/acre x 108 = (378 afa) x 114 = 399 > (136.1 afa) VDR
x 90 = (315 afa) < VDR < VDR
(8) Shift 9, 9, & 1 acre from ea. rt to SESW, S35, T02S, R04W. 9 total acres. from Lot 3, S02, T03S, R04W.

Separate P/D, source under 57-02187
Separate P/U under each rt.

3 x 139 = 486.5 af

Transfer Remarks Carry AJ Decree combined limits (w 35)

Conditions R04, R43, R59, T07, T08

Special Edit Approval

Database/Processing Notes **Standard** ___ **Non-Standard** ✓

SRBA Decreed rts on WR d'base. Use [redacted] to update after deleting ✓ original files to retain flags. Delete TS. ✓

"T" Files Update Complete ✓ **Approval Form** ✓ **Transfer Memo** ✓

Database Updated Following Approval ✓ **Memo/Form Files Deleted** ✓

Send Change of Ownership form out with approval.

9 Acres irr. from Lot 3, S02, T035, R04W
to SESW, S35, T025, R04W

Retained by Reuck when land sold to Schoen
Moved/Sold to Seven High Ranch

WR0725NP
(OD-725)

IDAHO DEPARTMENT OF WATER RESOURCES
T-R-S PLACE OF USE 1/4 1/4 COMPARISON REPORT

DATE: 10/06/99
PAGE: 1

(WATER RIGHT NUMBERS THAT BEGIN WITH AN '*' ARE ADJUDICATION CLAIMS)
(QUARTER-QUARTERS WITH A '?' HAVE DIFFERENT ACREAGE AMOUNTS--CHECK THE DATA BASE RECORDS)

WR-NUMBER	SOURCE	NE				NW				SW				SE				SUM
		NE Lt	NE Ac	NW Lt	NW Ac	SW Lt	SW Ac	SE Lt	SE Ac	NE Lt	NE Ac	NW Lt	NW Ac	SW Lt	SW Ac	SE Lt	SE Ac	
T03S R04W S 2		Acres Transferred																
5700254A	REYNOLDS C															8	8	8
*5700254A	REYNOLDS C															8	8	8
A5700254A	REYNOLDS C															8	8	8
R5700254A	REYNOLDS C															8	8	8
5700255A	REYNOLDS C															8	8	8
*5700255A	REYNOLDS C															8	8	8
A5700255A	REYNOLDS C															8	8	8
R5700255A	REYNOLDS C															8	8	8
5700261	REYNOLDS C	01-13	02-20			03-9												42
*5700261	REYNOLDS C	01-13	02-20			03-9												42
A5700261	REYNOLDS C	01-13	02-20			03-9												42
R5700261	REYNOLDS C	01-13	02-20			03-9												42
T5700261	REYNOLDS C	01???	02???															33
5701067	REYNOLDS C	01-13	02-26			03-9												48
*5701067	REYNOLDS C	01-13	02-26			03-9												48
A5701067	REYNOLDS C	01-13	02-26			03-9												48
R5701067	REYNOLDS C	01-13	02-26			03-9												48
T5701067	REYNOLDS C	01???	02???															33
5702187	BABBINGTON	01-10	02-18			03-1												29
*5702187	BABBINGTON	01-10	02-18			03-1												29
A5702187	BABBINGTON	01-10	02-18			03-1												29
R5702187	BABBINGTON	01-10	02-18			03-1												29
T5702187	BABBINGTON	01???	02???															33
A5711560	REYNOLDS C	01-13	02-26															39
--86 MAP--	C73Q-Z 4															5	5	5
NO QTRS	MAPPING	Lot01-20 Lot02-27 Lot03-13																
T02S R04W S 35		Proposed Change/New P/U																
5700261	REYNOLDS C													4		17	17 28	66
*5700261	REYNOLDS C													9+4=13		17	17 28	66
A5700261	REYNOLDS C													4		17	17 28	66
R5700261	REYNOLDS C													4		17	17 28	66
T5700261	REYNOLDS C													???		???	??? ???	75
5701063	REYNOLDS C													9				9
~~*5701063~~	~~REYNOLDS C~~													9				9
A5701063	REYNOLDS C													9				9
R5701063	REYNOLDS C													9				9
5701067	REYNOLDS C													4		17	17 28	66
*5701067	REYNOLDS C													9+4=13		17	17 28	66
A5701067	REYNOLDS C													4		17	17 28	66
R5701067	REYNOLDS C													4		17	17 28	66

T 5421

(WATER RIGHT NUMBERS THAT BEGIN WITH AN '*' ARE ADJUDICATION CLAIMS)
(QUARTER-QUARTERS WITH A '?' HAVE DIFFERENT ACREAGE AMOUNTS--CHECK THE DATA BASE RECORDS)

		NE								NW								SW								SE					
		NE		NW		SW		SE		NE		NW		SW		SE		NE		NW		SW		SE		NE		NW		SW		SE	
WR-NUMBER	SOURCE	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM
T5701067	REYNOLDS C																							???	???					???	???	75
5702187	BABBINGTON																								11				6		19	36
*5702187	BABBINGTON																								11				6		19	36
A5702187	BABBINGTON																								11				6		19	36
R5702187	BABBINGTON																								11				6		19	36
T5702187	BABBINGTON																							???	???					???	???	75
A5711560	REYNOLDS C																							18	17					17	28	80
--86 MAP--	C73Q-Z 4							2																15	21	8				27	35	108

WATER RIGHT NO.	NAME	OWNER	PRIORITY DATE	STG/STS	SOURCE	USE DESC	SYSTEM
57-00261	REUCK, BRUCE	C	06/01/1888	D/	REYNOLDS CREEK	P DECR	WR
	REUCK, TERRY L	C					
T57-00261			06/01/1888	D/	REYNOLDS CREEK	IRR	WR
*57-00261	REUCK, BRUCE	C	06/01/1888	D/	REYNOLDS CREEK	P DECR	AJ
	REUCK, TERRY L	C					
A57-00261	REUCK, BRUCE	C	06/01/1888	D/	REYNOLDS CREEK	IRR	AJ
	REUCK, TERRY L	C					
R57-00261	REUCK, BRUCE	C	06/01/1888	D/	REYNOLDS CREEK	P DECR	AJ
	REUCK, TERRY L	C					

T5421

WATER RIGHT NO.	NAME	OWNER	PRIORITY DATE	STG/STS	SOURCE	USE DESC	SYSTEM
57-01067	REUCK, BRUCE	C	09/21/1911	D/	REYNOLDS CREEK	P DECR	WR
	REUCK, TERRY L	C					
T57-01067			09/21/1911	D/	REYNOLDS CREEK	IRR	WR
*57-01067	REUCK, BRUCE	C	09/21/1911	D/	REYNOLDS CREEK	P DECR	AJ
	REUCK, TERRY L	C					
A57-01067	REUCK, BRUCE	C	09/21/1911	S/	REYNOLDS CREEK	IRR	AJ
	REUCK, TERRY L	C					
R57-01067	REUCK, BRUCE	C	09/21/1911	D/	REYNOLDS CREEK	P DECR	AJ
	REUCK, TERRY L	C					

T5421

WATER RIGHT NO.	NAME	OWNER	PRIORITY DATE	STG/STS	SOURCE	USE DESC	SYSTEM
57-02187	REUCK, BRUCE	C	03/25/1947	D/	BABBINGTON CREEK	P DECR	WR
	REUCK, TERRY L	C					
T57-02187			03/25/1947	D/	BABBINGTON CREEK	IRR	WR
*57-02187	REUCK, BRUCE	C	03/25/1947	D/	BABBINGTON CREEK	P DECR	AJ
	REUCK, TERRY L	C					
A57-02187	REUCK, BRUCE	C	03/25/1947	L/	BABBINGTON CREEK	IRR	AJ
	REUCK, TERRY L	C					
R57-02187	REUCK, BRUCE	C	03/25/1947	D/	BABBINGTON CREEK	P DECR	AJ
	REUCK, TERRY L	C					

Ply send comment letter to SRK Connie Bradshaw

FORM 222a
8/98

RECEIVED
MAY 2 6 1999
Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER ANALYSIS SHEET

APPLICANT Reuck / Seven High Ranch TRANSFER NO. 5421

INITIAL ALLOCATION REVIEW BY LJ DATE 3/16/99

1. Right number(s) 57-00261, 57-01067, 57-02187

2. Type of right ✓ Decree ___ License ___ Statutory Claim
___ SRBA Beneficial Use Claim

3. Purpose of transfer ___ Change P/D ___ Add P/D ✓ Change P/U
___ Change N/U ___ Change Period ___ Split Right
___ Other: _____

4. Check Existing Right: ✓ Source ✓ Priority ✓ Amount ✓ Purpose
✓ Period ✓ SRBA Claim
✓ Description of original point(s) of diversion
✓ Description of original place of use
✓ Overlapping rights on original place of use

5. Check Proposed Right for amount of land &/or water transferred:

a. ✓ Analysis memo (*always* - unless justify why not needed)

b. ___ All of right

c. ✓ Part of right (***NOTE!*** *Part B should be filled in only if part of right is owned by the applicant*)

d. ✓ Description of point(s) of diversion

e. ✓ Description of place of use

f. ✓ Map showing P/D & P/U after transfer

g. ✓ Correct notarized signature and $100 fee

h. ✓ Proof of ownership of right &/or land from which water is transferred

i. ✓ Expansion in use of right - check rate of flow, diversion volume and consumptive use volume. Comments:

_____

_____

T5421

j. ✓ Overlapping rights - check current & proposed scenarios:

Current 57-01114 (different source)

Proposed 57-00261, -01067, -01063 (same source)

k. ✓ SRBA claim(s) Basin 57 - Decreed

l. ✓ Comment letters ✓ Yes ___ No

If yes ✓ Water District # 57R

___ Other, see #2 below for name and address

PUBLICATION REVIEW

1. Legal Notice electronically sent to DWR03::VAULT? ✓ Yes

2. COMMENT LETTERS

Watermaster recommendation requested on 4-23-99, Received on 4-29-99

Other comments letters: ___ See attached information

3. Transfer published correctly? ✓ Yes ___ No

4. Affidavit of publication received? ✓ Yes ___ No

5. Protests received? ___ Yes ✓ No; Acknowledgement sent? ___ Yes

6. Data entry of application completed? ✓ Yes

RECOMMENDED ACTION

1. ✓ Approve ___ See attached memo

2. ___ Deny due to _____

3. Conditions (special conditions in Water Districts) Stnd WM controls

4. By _____ Date 5/21/99

FILE FORWARDING

1. Copies made for Region file (see attached supplemental page)? ___ Yes Pam

2. File forwarded to S.O.: by _____ date 5-24-99

RECEIVED
APR 29 1999
WATER RESOURCES
WESTERN REGION

01-99

State of Idaho
Department of Water Resources

RECOMMENDATION OF WATERMASTER

Application No: 57-00261, 01067, 02187; X-fer # 5451

Applicant's Name: Seven High Ranch

RECEIVED
MAY 26 1999
Department of Water Resources

Watermaster's Recommendation:

a) X I do not oppose approval of this application.

b) ___ I do not oppose approval of this application if it is conditioned as follows: _____

c) ___ I oppose approval of this application for the following reasons:

d) Additional Comment : _____

Dated this 28th day of April, 1999.

Water District No: 57-R

Connie M. Brandau
Watermaster's Signature

Use reverse side of page if you need more space.

MICROFILMED
DEC 29 1999

State of Idaho
DEPARTMENT OF WATER RESOURCES
Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

April 23, 1999

CONNIE BRANDAU
HC 79 BOX 61
MELBA ID 83641

Re: Application for Transfer of Permit Nos. 57-00261, 57-01067, and 57-02187 in the Name of Bruce Reuck, Seven High Ranch, Inc.

Dear Ms. Brandau:

Enclosed is a copy of the above-referenced application for transfer within your district. Also enclosed is a form for your recommendation concerning this application.

Please review the application and submit any comments you may have within two weeks. If you have any questions or need information, feel free to contact this office.

Sincerely,

Gary Spackman

GS:st

Encl.

MICROFILMED
DEC 2 9 1999

NOTICE OF PROPOSED CHANGE OF WATER RIGHTS, TRANSFER NO. 5421

Notice is given that **BRUCE REUCK AND SEVEN HIGH RANCH, INC.** of HC 79 Box 44, Melba ID 83641 have applied to the Department of Water Resources to change the place of use pursuant to I.C. § 42-222 for a portion of the following decreed water rights recorded as follows in Owyhee County:

No.	Priority	cfs
57-00261	6/1/1888	1.88
57-01067	9/21/1911	.28

Both diverted from Reynolds Creek, tributary to Snake River, in SWNE S24 for 114 acres irrigation in S35 T2S R4W and S2 T3S R4W.

57-02187 3/25/1947 1.60

Diverted from Babbington Creek, tributary to Reynolds Creek, in SWNW S36 T2S R4W and NENW S2 T3S R4W for 90 acres irrigation in S25, 35, 36, T2S R4W and S2 T3S R4W.

PROPOSED CHANGE

Remove water from 9 acres in NENW S2 to SESW S35. No increase in diversion rate or acres proposed.

Any protest against approval of the proposed change must be filed with the Department of Water Resources, Western Region, 2735 Airport Way, Boise, ID 83705-5082, together with a protest fee of $25 for each application on or before May 10, 1999. The protestant must also send a copy of the protest to the applicant.

Karl J. Dreher, Director

Published in the Owyhee Avalanche on April 21 and 28, 1999.

MICROFILMED

DEC 2 9 1999

MEMO

DATE: 3/16/1999
FR: lg
TO: X-fer File 57-00261, -01067, -02187
RE: Review

Attachments:
A. Profile reports
B. CFSA photo
C. Ownership documentation
D. Dave Shaw's correspondance

Analysis: Applicant sold a piece of property without water rights (specifically addressed in sales agreement) and transferring the Reynolds Creek water rights to other acres. Dave Shaw, representing the applicant, stated in his 2/15/99 letter to Dave Tuthill that the new owner will file for a ground water well if he plans to irrigate in the future.

Overlaps: Three Reynolds Creek irrigation rights were decreed to the property sold and all three have been included in the transfer. The only overlapping right is 57-01114, which is for different uses from a different source. Dave Shaw noted that the p/d and p/u for this overlapping right appears to be wrong and will be addressed at a later date.

Recommendations: This transfer looks approvable.

Conditions decreed should not change.

MICROFILMED
DEC 2 9 1999

ERO
RESOURCES CORPORATION
Consultants in Natural Resources and the Environment

RECEIVED
FEB 17 1999
WATER RESOURCES
WESTERN REGION

February 15, 1999

Western Region
Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705

Gentlemen:

Enclosed is an Application for Transfer of a Water Right in the name of Bruce Reuck and Seven High Ranch, Inc. The purpose of the transfer is to move nine acres of irrigation from Lot 3, Section 2, T3S, R4W, B. M. to the SESW, Section 35, T2S, R4W, B. M. This irrigation right was retained when Reuck sold Lot 3, Section 2, T3S, R4W, B. M. to Rod Schoen and is now being transferred to Seven High Ranch, Inc.

Also enclosed is a letter to Dave Tuthill describing the change in ownership of the remaining rights involved in this sale. As noted in the letter, there appears to be an incorrect legal description for a part of one of the stock water rights that will be addressed in the future

If you have any questions regarding this Application for Transfer please contact me. Thank you in advance for your help.

Yours truly,

Dave

David B. Shaw
Project Manager

Enc.

MICROFILMED
DEC 2 9 1999

2309 N. Mountain View Dr., Suite 174, Boise, ID 83706 (208) 373-7983 FAX (208) 373-7985

D2