

A hand-drawn map on a grid. The coastline is marked with 'P.P.' and 'P.V.' and a dashed line. A river is labeled 'R 10 E'. A vertical line is labeled 'T 2 N'.

Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
) ss.
County of Gem)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Joanne Blackwell (Claimant) Jack Coon (Claimant)

Sworn to before me this 30th day of June, 1981.

Notary Public
Residing at Emmett

My commission expires Life

FOR DEPARTMENT USE ONLY

Received by OR Date 6/30/1981 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by an Date 7/1/81 claimant by: _____
\$20.00 fee received by OR Date 6/30/1981 # 19304
Published in Maintain Home News _____
Dates 7/9/81 & 7/16/81 _____

Bill of Sale, Agreement, Lease. Between John M. Tate, Pine Idaho... Mr L.V. Burgess-M.H. Coon, Glenns Ferry Idaho.

Mountain Home Idaho,

July.....1952.

This agreement, bill of sale, lease, entered into this 26 day of July 1952 between John M. Tate, of Pine Idaho the party of the first part, L.V. Burgess of Glenns Ferry Idaho the party of the second part and M.H. Coon, of Glenns Ferry Idaho, the party of the third part. Wherein Mr Tate agrees to sell and Mr Burgess agrees to buy the (three room) cabin, located just south and east of the present M.H. Coon cabin, and lease. The sale also to include in addition to the cabin the furniture and fixtures therein. The sale and agreement and lease to further include (One half Acre of ground) figured in a square from the south and east boundary of the present M.H. Coon lease and with the side of the boundary to extend back to the hill on the south. This starting boundary is approximately 12 feet south and each M.H. Coon cabin. The boundary mentioned is the south east boundary of the present lease dated August 5th, 1950. between John M. Tate and M.H. Coon.

It is also agreed by Mr Tate the party of the first part, Mr Burgess the party of the second part and Mr Coon the party of the third part that Mr Burgess and his lease are to share equally with Mr Coon and his lease the water from the spring which is located directly behind the (Coon) cabin

~~It is also agreed that permission is hereby granted by Mr Tate, the party of the first part for Mr Burgess and Mr Coon to improve the facilities of the spring by cementing the walls, or by other means, and to pipe the water therefrom onto the ground and into and onto the premises covered by the lease.~~

It is further agreed and permission is hereby given for Mr Burgess and Mr Coon to construct Cess Pools, to move and locate toilets, to prepare suitable foundations under the cabins, make certain additions if desired, for the improvement of the cabins or grounds.

The receipt of \$1000 is hereby acknowledged from Mr Burgess as full payment of the contract price for cabin and contents and the use of water from the spring and the receipt of \$1.00 is hereby acknowledged in addition as consideration in full for the lease of the ground as described herein.

The lease for One half acre of ground as described above is to run for twenty five years from the date of this contract and it is hereby agreed that should the party of the second part desire to have the lease extended after that period of time, either he or his heirs, the lease will be extended for another 25 years on the same basis.

Signed

John M. Tate
party of the first part.

Signed L.V. Burgess signed

party of the second part

M.H. Coon
party of the third part.
day of July 1952.

Signed and dated at Mountain Home Idaho this

MICROFILMED

PINE IDAHO,

August 5th, 1950.....

This agreement and bill of sale and lease entered into this 5th day of August 1950 between Mr John Tate of Pine Idaho ~~XXXXXXXXXXXX~~ party of the first part and Mr M.H.Coon, of Glenna Ferry Idaho, party of the second part wherein Mr Tate agrees to sell and Mr Coon agrees to purchase the following described property (One) Cabin 16 x 20 and contents, located on hill side just east and south of the Pine tavern, Pine Idaho.....Cabin painted brown and trimmed in green.

Mr Tate hereby acknowledges receipt of \$ Seven Hundred Dollars \$700.00 payment in full for the Cabin and contents,

Mr Tate also agrees to lease to Mr Coon the ground upon which the Cabin is located and in addition sufficient ground adjacent to the Cabin to make a total of One Half Acre.....for a period of twenty five years.....also agrees to renew the lease at the end of that time if it is desired by the purchaser or, His heirs.

It is also agreed by Mr Tate to assign a perpetual water right in the spring back of the Cabin to Mr Coon during the period of this lease for domestic or other use and that when the Canal that is now contemplated is built in the vicinity of this property that Mr Coon will be permitted the use of ~~the~~ water ~~XXXXX~~ from this ditch or Canal during the period of this Lease.

The sum of One Dollar is hereby acknowledged which is full sum desired in payment for the term of this lease to cover the lease of one half acre above mentioned.

This agreement to act as a bill of sale from Mr Tate to Mr Coon to cover the Cabin and contents and as a lease and agreement to cover the other features mentioned.

Signed at Pine Idaho.....this 5th day of August 1950....by Mr John Tate party of the first part and Mr M.H.Coon, the party of the second part.....

Witness-

Lyle Rothweiler.

John.M.Tate-

party of the first part.

M.H.Coon,
party of the ~~XX~~
second part.

The above is a true and exact copy of the Original agreement, bill of sale and Lease entered into by the signatories.

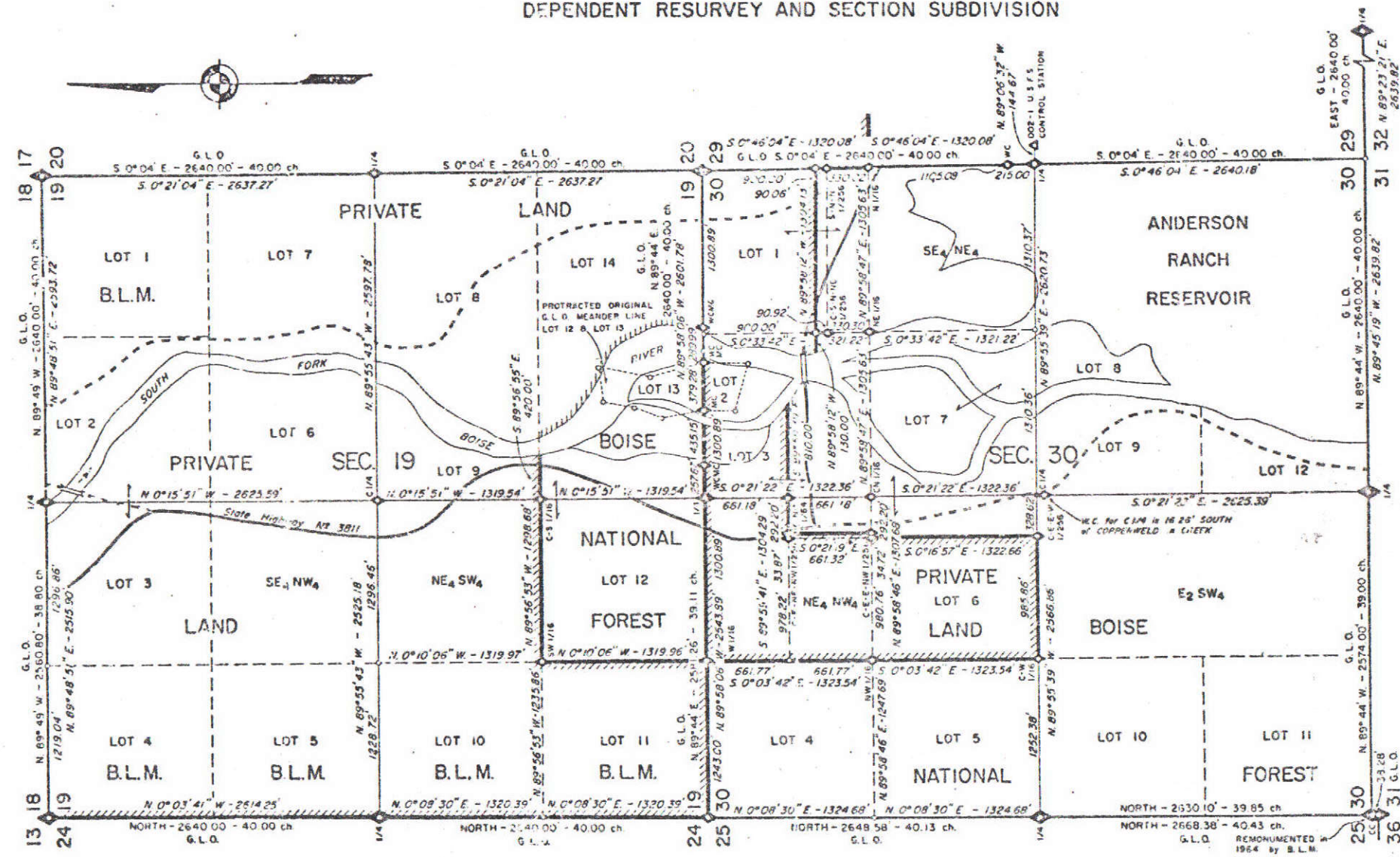
E. T. Harrison
Notary Public

MICROFILMED

TOWNSHIP 2 NORTH, RANGE 10 EAST, BOISE MERIDIAN, IDAHO

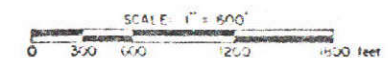
SECTIONS 19 AND 30

DEPENDENT RESURVEY AND SECTION SUBDIVISION



NOTE: The sinuosities of the river, reservoir and highway are approximate, having been sketched from U.S.F.S. aerial photography.

BASIS OF BEARING
 Bearing is determined from an observation of "Polaris" at Eastern Elongation on July 23, 1970 at U.S.F.S. Control Station No 002-1, resulting in a bearing of N. 89° 06' 32" W. between U.S.F.S. Control Station No 002-1 and the East One-Quarter Section Corner to Section 30. The East section line of Section 30 has a bearing of N. 0° 46' 04" W. which compares with the original G.L.O. bearing of N. 0° 04' E.



- LEGEND**
- ◆ (ALL SIZES) CORNER MONUMENTS SET
 - POSITION: N. 10 COPPERWELD
 - POSITION: CALCULATED
- BOUNDARY BETWEEN NATIONAL FOREST AND OTHER

COUNTY RECORDER CERTIFICATION

INSTRUMENT NUMBER 15,863

TIME 11:15 DATE Aug 11, 1971

BOOK 4 PAGE 12

RECORDS OF ELMORE COUNTY, STATE OF IDAHO

26.21.10



CERTIFICATE OF SURVEY

I, John P. Ferguson Registration No S-695-IDAHQ Registered Land Surveyor, State of Idaho, hereby certify that this plat correctly represents a survey made by me or under my direction in conformance with the laws, (Idaho Code 31-2709, 1947) and accepted methods and procedures of surveying.

U.S. DEPARTMENT OF AGRICULTURE	
FOREST SERVICE	
REGION 4	
B. M. NATIONAL FOREST	
SURVEY	
NATIONAL FOREST BOUNDARIES	
BOISE NATIONAL FOREST	
TOWNSHIP 2 NORTH, RANGE 10 EAST, B. M.	
WITHIN SECTIONS 19 & 30	

MICROFILMED

ORIGINAL

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August 5th, 1950.....

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Lyle Rothweiler.

John.M.Tate-
party of the first part.

M.H.Coon,
party of the ~~second~~ second part.

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John M. Tate
M. H. Coon

MICROFILMED

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L.V. Burgess-M.H. Coon, Glenns Ferry Idaho.

Mountain Home Idaho,

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Signed

John M. Tate
party of the first part.

Signed L.V. Burgess signed

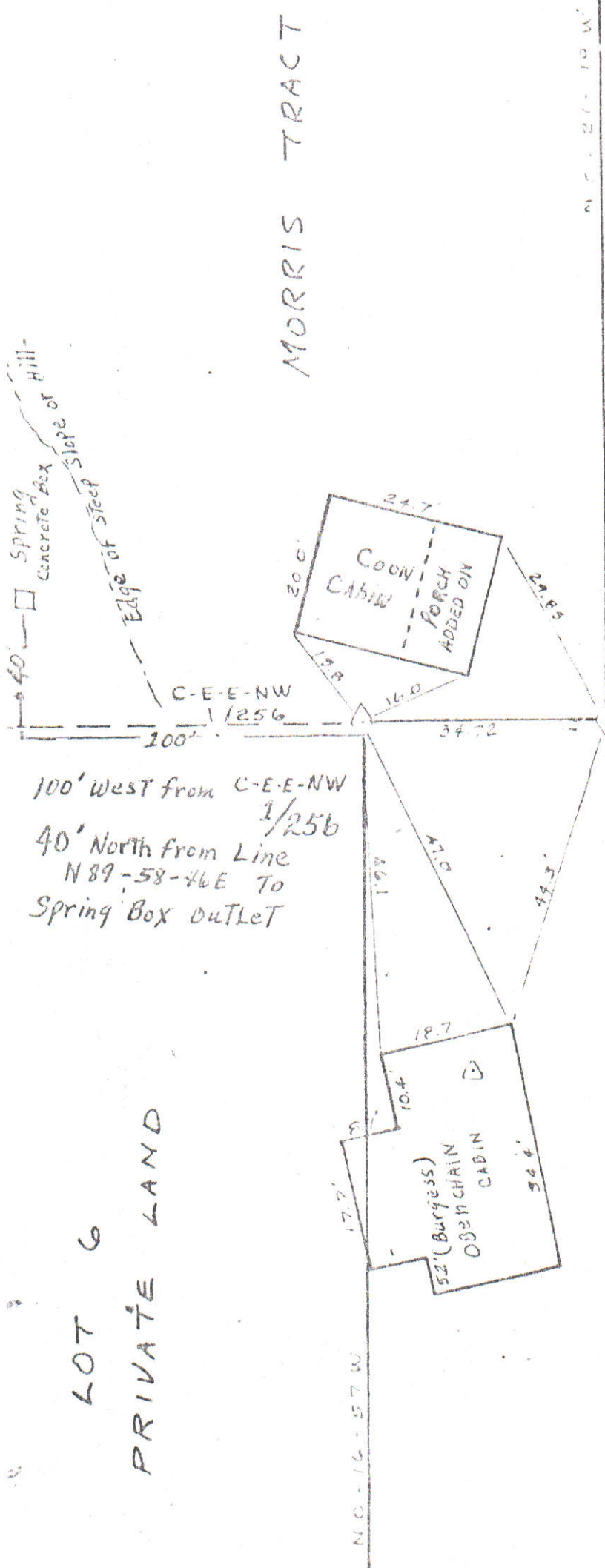
party of the second part

M.H. Coon
party of the third part.

Signed and dated at Mountain Home Idaho this -----

day of July 1952.

MICROFILMED



MORRIS TRACT



SCALE
1"=2'

100' West from C-E-E-NW
1/256
40' North from Line
N 89-58-46 E To
Spring Box Outlet

T.2N R10E SEC.30B

Located in NE 4 NW 4

DETAIL

AREA

2x ENLARGEMENT

F.S. LAND

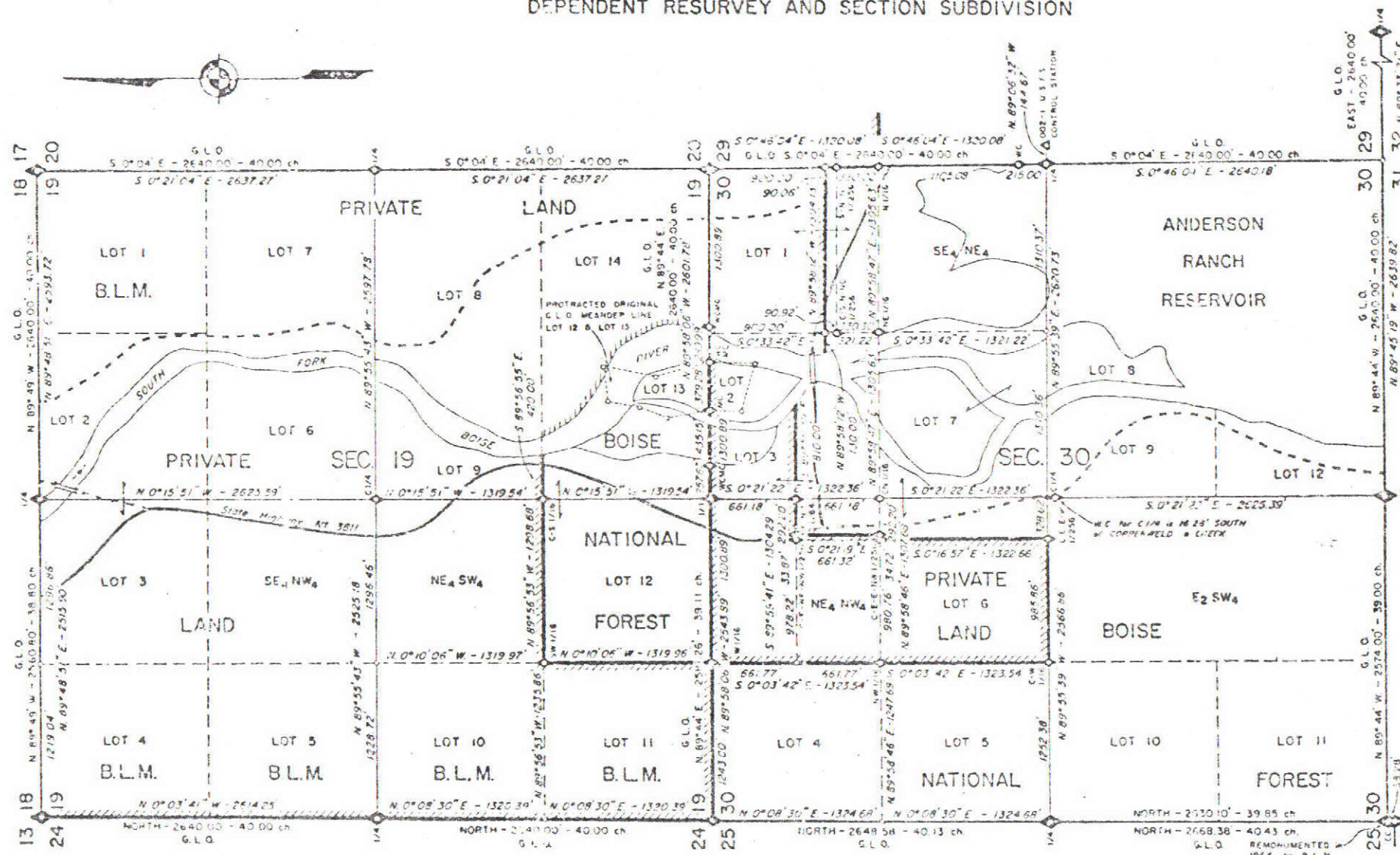
LOT 6
PRIVATE LAND

MICROFILMED

TOWNSHIP 2 NORTH, RANGE 10 EAST, BOISE MERIDIAN, IDAHO

SECTIONS 19 AND 30

DEPENDENT RESURVEY AND SECTION SUBDIVISION



NOTE: The sinuosities of the river, reservoir and highway are approximate, having been sketched from U.S.F.S. aerial photography.

BASIS OF BEARING

Bearing is determined from an observation of "Polaris" at Eastern Elongation on July 23, 1970 at U.S.F.S. Control Station NT 002-1, resulting in a bearing of N. 89° 06' 32" W. between U.S.F.S. Control Station NT 002-1 and the East One-Quarter Section Corner to Section 30. The East section line of Section 30 has a bearing of N. 0° 46' 04" W. which compares with the original G.L.O. bearing of N. 0° 04' E.

LEGEND

- ◆ (ALL SIZES) CORNER MONUMENTS SET
- POSITION: IN 10 COPPERWELD
- POSITION: CALCULATED

COUNTY RECORDER CERTIFICATION

INSTRUMENT NUMBER 15,863
 TIME 11:15 DATE JULY 14, 1973
 BOOK 4 PAGE 12
 RECORDS OF ELMORE COUNTY, STATE OF IDAHO

CERTIFICATE OF SURVEY

I, John P. Ferguson Registration No. 5-695-IDAHO
 Registered Land Surveyor, State of Idaho, hereby
 certify that this plat correctly represents a survey
 made by me or under my direction in conformance
 with the laws of Idaho (Idaho Code 31-2709, 1947)
 and accepted methods and procedures of surveying.



U.S. DEPARTMENT OF AGRICULTURE	
FOREST SERVICE	
SECTION 4	
SURVEY	
NATIONAL FOREST BOUNDARIES	
BOISE NATIONAL FOREST	
TOWNSHIP 2 NORTH, RANGE 10 EAST, B.M.	
WITHIN SECTIONS 19 & 30	

MICROFILMED

Form No. 300-Warranty Deed

THIS INDENTURE, Made this first day of August 1958 in the year of our Lord one thousand

nine hundred and , between

Vernon E Morris of Boise, Idaho

of Ada , County of , State of Idaho , the part y of the first part, and

M H Coon

of Glens Ferry , County of Elmore , State of Idaho , the part y of the second part.

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of

One and no/100- ----- DOLLARS,

lawful money of the United States of America, ^{paid} to ^{me} second part, the receipt whereof is hereby acknowledged, has ^{granted, bargained and sold, and by these presents do es grant,} bargain, sell, convey and confirm unto the said part y of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in Elmore , County of Elmore / , State of Idaho, to-wit:

1/2 (one half acre) more or less from the Morris tract as follows^{""} which measures as follows from the N.E. corner south to base of hill 122 feet and measuring west along walk way on top of ditch bank 148 feet, measuring north from that point along the fence line 148 feet to the north boundary line of the Morris tract and from that point along the north boundary line east to the point of beginning 148 feet. Within these boundaries is the cabin owned by M H Coon of Glens Ferry, Elmore County Idaho, dimensions of cabin 20-5 by 16-5- which is painted brown and trimmed in green. The Northwest corner of this cabin is located 3 feet and and northeast corner 3 feet from the north line of the Morris Tract. The Morris tract from which the above one half 1/2 acre is taken is described as follows: Consists of 5.57 acres more or less situated south east and south west and south of the New Pine Tavern, at New Pine, Idaho, in Elmore County Idaho and is a portion of NE 1/4 quarter, Section 30, Township 2 North, Range 10 East, Boise Meridian. (A spring is located directly back of the M H Coon cabin and which flows from the back of the hill and which is located on the Morris tract is the source of water supply for both domestic and irrigible purposes for the M H Coon acreage, as well as the L V Burgess acreage and their cabins.) It is also further agreed that the spring is the joint property of Vernon E Morris, M H Coon and L V Burgess, so far as domestic and irrigible water supply. The L V Burgess cabin is located directly east of the M H Coon cabin, the west end of the Burgess cabin extends 5 feet west and 12 feet south on the ground above mentioned purchased from Vernon E Morris by M H Coon. It is further agreed that the spring above described on the Morris tract will be maintained jointly by Vernon E Morris, M H Coon and L V Burgess. (Also that no further persons or subscribers will be taken in on the spring)

Together, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part y of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the part y of the second part, and to his heirs and assigns forever , and the said party of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against the said part y of the first part, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal the day and year first above written.

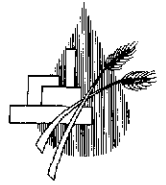
Signed, sealed and delivered in Presence of } Vernon E Morris (SEAL)
Bairns Weaver (SEAL)
Donald G Black (SEAL)

STATE OF Idaho } ss.
County of Ada }
On this 4th day of August , in the year 1958 , before
me Fred R Bagley , a Notary Public in and for said State,
personally appeared
Vernon E Morris
known to me to be the person is whose name subscribed to the within instrument,
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.
(SEAL) Fred R Bagley
Notary Public for the State of Idaho
Residing at Boise, Idaho Idaho
Notary Seal

STATE OF IDAHO } ss.
County of Elmore, }
I hereby certify that this instrument was filed for record at request of M H Coon
at 06 minutes past 9 o'clock A.M., this 6 day of August , A.D. 19 58,
in my office, and duly recorded in Book 54 of Warranty Deeds at Page 100 .
James A. O'Hill
Ex Officio Recorder.
E. J. Stiles

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
CLAIM TO A WATER RIGHT



Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Jack Coon &/or Rose Coon &/or Joanne Blackwell
(Name of Claimant) 377-3132
7509 Colehaven, Boise, ID 83704 Telephone No. 366-2363
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) August 5, 1950

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
Spring tributary to South Fork Boise River

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

(cfs, gpd, AFA)	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
		(Mo., Day)	(Mo., Day)
Quantity <u>.04 cfs</u>	Use <u>domestic</u>	Period of Use From <u>1/1</u>	To <u>12/31</u>
Quantity _____	Use _____	Period of Use From _____	To _____
Quantity _____	Use _____	Period of Use From _____	To _____
Quantity _____	Use _____	Period of Use From _____	To _____
Quantity _____	Use _____	Period of Use From _____	To _____

(4) .04 TOTAL QUANTITY USED.
(cfs, gpd, AFA)

(5) A) Point of diversion: (Location of point where water is diverted from its source)
NE ¼ NW ¼, Sec. 30 Twp. 2N Rge. 10E B.M., County of Elmore
Additional points of diversion: _____

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. Water is collected in buried perforated pipe and transplanted to the cabin.

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE%				NW%				SW%				SE%				TOTAL
			NE%	NW%	SW%	SE%	NE%	NW%	SW%	SE%	NE%	NW%	SW%	SE%	NE%	NW%	SW%	SE%	
2N	10E	30					X												

No. of acres _____

B) If water is used for other than irrigation, fully describe that use, being as specific as possible: Water is used for domestic and lawn watering.

NOTE: Include here the type and number of stock watered: _____

(7) If you are claiming water as a member of an organization, list name of organization: _____

MICROFILMED

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L.V. Burgess-M.H. Coon, Glenns Ferry Idaho.

Mountain Home Idaho,

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Signed

John M. Tate
party of the first part.

Signed L.V. Burgess signed

party of the second part

party of the
third part.
day of July 1952

Signed and dated at Mountain Home Idaho this

RECORDED

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party of the first part.

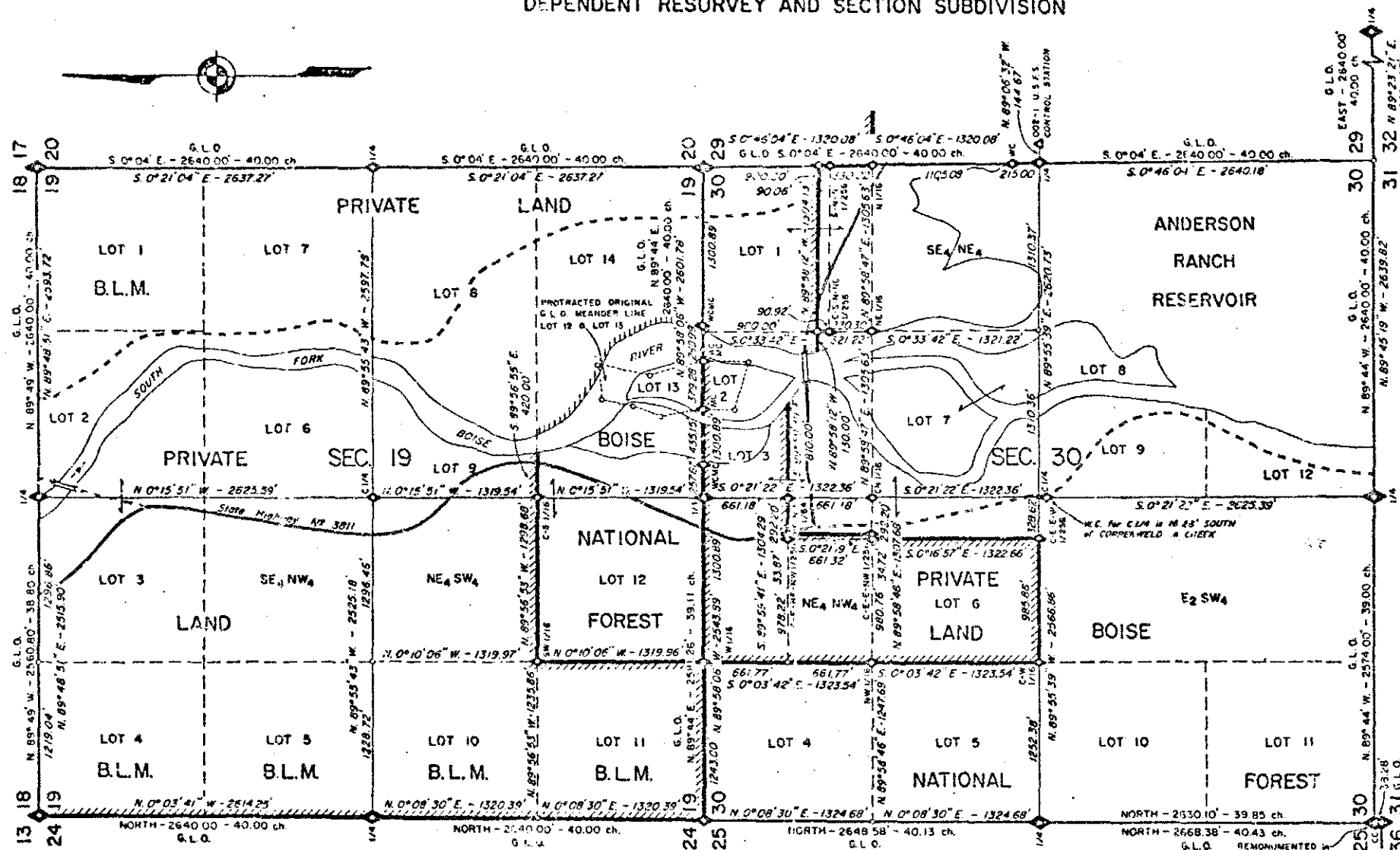
M.H.Coon,
party of the second part.

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[Handwritten signatures: John M. Tate and M. H. Coon]

[Stamp: RECORDED]

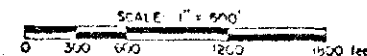
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LEGEND

- ◆ (ALL SIZES) CORNER MONUMENTS SET
- POSITION: NR 10 COPPERWELD
- POSITION: CALCULATED
- BOUNDARY BETWEEN NATIONAL FOREST AND OTHER

COUNTY RECORDER CERTIFICATION

INSTRUMENT NUMBER 15-863
TWT. 11-25 DATE March 11, 1973
BOOK 12 PAGE 12
RECORDS OF ELMORE COUNTY, STATE OF IDAHO

CERTIFICATE OF SURVEY

I, John P. Ferguson Registration No. 5-625-IDAHO
Registered Land Surveyor, State of Idaho, hereby
certify that this plat correctly represents a survey
made by me or under my direction in conformance
with the laws (Idaho Code: 31-2709, 1947)
and accepted methods and procedures of surveying.



U.S. DEPARTMENT OF AGRICULTURE	
FOREST SERVICE	
REGION 4	
SURVEY	
NATIONAL FOREST BOUNDARIES	
BOISE NATIONAL FOREST	
TOWNSHIP 2 NORTH, RANGE 10 EAST, B. M.	
WITHIN SECTIONS 19 & 30	

MICROFILMED

ID 11-25-73

**NOTICE OF CLAIM
TO WATER RIGHT**

Notice is hereby given that the following claim to water right has been established by diversion and application to beneficial use:

63-4804

COON, JACK &/or ROSE
BLACKWELL, JOANNE
7509 COLEHAVEN, BOISE, ID
83704

Source: SPRING tributary to BOISE
RIVER, SOUTH FORK

Priority Date: 08/05/1950

Amount: 0.04 CFS

Diversion Point: NENW Sec 30 T
02N R 10E, ELMORE Co.

Use: DOMESTIC (0.04 CFS) from
01/01 to 12/31

Place of Use: NENW Sec 30 T 02N R
10E

Diversion Means: PERFORATED
PIPE & PIPELINE

Any exception to any claim of water
right may be filed with the Director of
the Idaho Department of Water
Resources, 92 S. Cole Road, Boise,
Idaho 83709.

A. KENNETH DUNN

Director

Published 7/9 & 7/16/81.

Affidavit of Publication

County of Elmore }
STATE OF IDAHO } ss.

I, Martin D. Waters do
solemnly swear that I am the foreman, or
publisher of the

MOUNTAIN HOME NEWS

a weekly newspaper of general circulation,
published once a week at MOUNTAIN HOME,
IDAHO, that the notice attached hereto and
which is a part of the proof of publication
thereof, was published in said newspaper for

2 consecutive weeks, the first publica-
tion having been made on the 7 day
of July, 1981, and
the last publication having been made on the
16 day of July,
1981; every Thursday issue of the paper

during the period and time of publication and
that the notice was published in the newspaper
proper and not in a supplement thereof.

And I further swear that the said MOUN-
TAIN HOME NEWS has been continuously and
uninterruptedly published in said Elmore County
during a period of 78 consecutive weeks prior
to the first publication of the attached notice.

Martin D. Waters

Subscribed and sworn to me this 16th
day of July, 1981.

Adrian M. Waters
Notary Public

RECEIVED

JUL 22 1981

Department of Water Resources
Western Regional Office

PAGE 1
20-NOV-1985 13:28:05

02 OLD (D) NUMBER -

03001 - COON ✓
03002 - COON ✓
03003 - BLACKWELL

04001 - JACK ← FIRST NAME
04002 - ROSE —
04003 - JOANNE

	ORIG.	OWNER
05001	-	C
05002	-	C
05003	-	D

06 ADD LINE 1 - 7509 COLEHAVEN ✓

07 ADD LINE 2 -

08 ADD LINE 3 -

09 CITY - BOISE ✓

10 STATE - ID 11 ZIP - 83704

12 STAGE - S STATUTORY CLAIM

13 STATUS -

SOURCE
14001 - SPRING ✓

TRIBUTARY OF
15001 - BOISE RIVER, SOUTH FORK

16 DIVERSION MEANS - PERFORATED PIPE & PIPELINE ✓

17 COUNTY - 39 ELMORE

18 DIVERSION CAPACITY - .000

19 TOTAL DIVERSION RATE - .040 ✓

20 TOTAL DIVERSION VOLUME - .00

21 WATER DISTRICT -

				DIVERSION POINTS													
TRACT		SEC	TWN	RNG	LOT	RFLG	STREAM INDEX FIELDS										
22001 - NENW	✓	23001 - 30	✓	24001 - 02N	✓	25001 - 10E	26001 -	27001 -									
					28001 - 0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0.0

29 NON-IRRIGATION USE - D/WTR USED FOR DOMESTIC & LAWN WATERING

USE CODE / USE	TWN	RNG	PLACE OF USE SEC	TRACT	ACRES	LOT
30001 - 43 DOMESTIC ✓	31001 - 02N	32001 - 10E	33001 - 30	34001 - NENW	35001 -	36001 -
						TOTAL ACRES: 0

PERIOD FROM	PERIOD TO	USE CODE / USE	WATER USE	DIVERSION RATE	DIVERSION VOLUME
37001 - 0101 ✓	38001 - 1231 ✓	39001 - 43 DOMESTIC ✓		40001 - 0.040 ✓	41001 - 0.00

42 DECREE PLAINTIFF NAME -

43 DECREE DEFENDANT NAME -

REMARKS
44001 -

APPROVAL CONDITIONS: 45001 -

46 OTHER RIGHTS FOR SAME USE -

D A T E S		D A T E S		F L A G S	
47	PRIORITY - 5-AUG-1950 ✓	55	LICENSE -	63	TRANSFER/AMENDED -
48	PROOF DUE -	56	APPL RECEIVED -	64	DLE/CAREY ACT -
49	PROOF MADE -	57	FIELD EXAM MADE -	65	FLAG_1 -
50	APPROVE/DENIED -	58	DECREE -	66	FLAG_2 -
51	PROTESTED -	59	START WORK -	67	FLAG_3 -
52	HEARING -	60	ORDER SHOW CAUSE -		

WRR100
63-4804

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHTS PROOF READING REPORT

PAGE 2
20-NOV-1985 13:28:05

----- D A T E S ----- D A T E S ----- F L A G S -----

53 VERIFIED -
54 LAST UPDATE - 6-JUL-1981

61 DATE_1 -
62 DATE_2 -

12/20/85
VERIFIED JKN

RECEIVED

DATE

5/3/82

FROM

F.E.L.

TO

File: 63-4804

MAY 5 1982

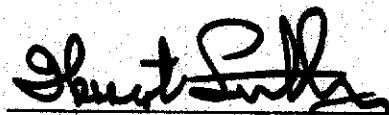
Department of Water Resources

SUBJECT

SUPPORTING DOCUMENTS.

ATTACHED DOCUMENT COPIES SHOULD BE FILED WITH ABOVE
IDENTIFIED CLAIM, IF NOT PREVIOUSLY DONE SO.

MICROFILMED


SIGNATURE

PINE IDAHO,

August 5th, 1950.....

This agreement and bill of sale and lease entered into this 5th day of August 1950 between Mr John Tate of Pine Idaho ~~XXXXXXXXXXXXXXX~~ party of the first part and Mr M.H.Coon, of Glenna Ferry Idaho, party of the second part wherein Mr Tate agrees to sell and Mr Coon agrees to purchase the following described property (One) Cabin 16 x 20 and contents, located on hill side just east and south of the Pine tavern, Pine Idaho.....Cabin painted brown and trimmed in green.

Mr Tate hereby acknowledges receipt of \$ Seven Hundred Dollars \$700.00 payment in full for the Cabin and contents,

Mr Tate also agrees to lease to Mr Coon the ground upon which the Cabin is located and in addition sufficient ground adjacent to the Cabin to make a total of One Half Acre.....for a period of twenty five years.....also agrees to renew the lease at the end of that time if it is desired by the purchaser or, His heirs.

It is also agreed by Mr Tate to assign a perpetual water right in the spring back of the Cabin to Mr Coon during the period of this lease for domestic or other use and that when the Canal that is now contemplated is built in the vicinity of this property that Mr Coon will be permitted the use of that water ~~XXXXX~~ from this ditch or Canal during the period of this Lease.

The sum of One Dollar is hereby acknowledged which is full sum desired in payment for the term of this lease to cover the lease of one half acre above mentioned.

This agreement to act as a bill of sale from Mr Tate to Mr Coon to cover the Cabin and contents and as a lease and agreement to cover the other features mentioned.

Signed at Pine Idaho.....this 5th day of August 1950....by Mr John Tate part of the first part and Mr M.H.Coon, the party of the second part.....

Witness-
Lyle Rothweiler.

John.M.Tate-
party of the first part.

M.H.Coon,
party of the second part.

The above is a true and exact copy of the Original agreement, bill of sale and Lease entered into by the signatories.

MICROFILMED

Bill of Sale, Agreement, Lease. Between John M. Tate, Pine Idaho... Mr
L.V. Burgess-M.H. Coon, Glenns Ferry Idaho.

Mountain Home Idaho,
July.....1952.

This agreement, bill of sale, lease, entered into this 26 day of July 1952 between John M. Tate, of Pine Idaho the party of the first part, L.V. Burgess of Glenns Ferry Idaho the party of the second part and M.H. Coon, of Glenns Ferry Idaho, the party of the third part. Wherein Mr Tate agrees to sell and Mr Burgess agrees to buy the (three room) cabin, located west south and east of the present M.H. Coon cabin, and lease. The sale also to include in addition to the cabin the furniture and fixtures therein. The sale and agreement and lease to further include (One half acre of ground) figured in a square from the south and east boundary of the present M.H. Coon lease and with the side of the boundary to extend back to the hill on the south. This starting boundary is approximately 12 feet south and east from Coon cabin. The boundary mentioned is the south east boundary of the present lease dated August 5th, 1950. between John M. Tate and M.H. Coon.

It is also agreed by Mr Tate the party of the first part, Mr Burgess the party of the second part and Mr Coon the party of the third part that Mr Burgess and his lease are to share equally with Mr Coon and his lease the water from the spring which is located directly behind the (Coon) cabin.

~~It is also agreed that permission is hereby granted by Mr Tate, the party of the first part for Mr Burgess and Mr Coon to improve the facilities of the spring by cementing the walls, or by other means, and to pipe the water therefrom onto the ground and into and onto the premises covered by the lease.~~

It is further agreed and permission is hereby given for Mr Burgess and Mr Coon to construct Cess Pools, to move and locate toilets, to prepare suitable foundations under the cabins, make certain additions if desired, for the improvement of the cabins or grounds.

The receipt of \$1000 is hereby acknowledged from Mr Burgess as full payment of the contract price for cabin and contents and the use of water from the spring and the receipt of \$1.00 is hereby acknowledged in addition as consideration in full for the lease of the ground as described herein.

The lease for One half acre of ground as described above is to run for twenty five years from the date of this contract and it is hereby agreed that should the party of the second part desire to have the lease extended after that period of time, either he or his heirs, the lease will be extended for another 25 years on the same basis.

Signed

John M. Tate
Party of the first part.

Signed L.V. Burgess signed

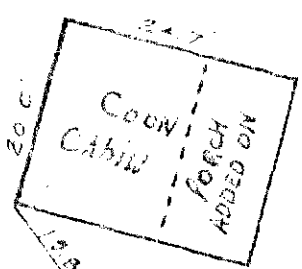
Party of the second part

Party of the
third part.
day of July 1952.

Signed and dated at Mountain Home Idaho this

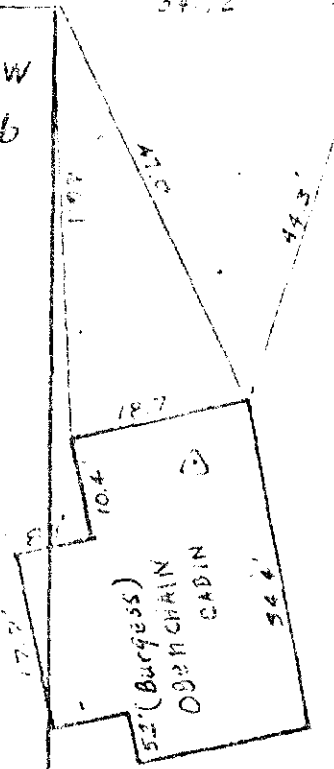
MORRIS TRACT

Spring
Concrete Box
Edge of Steep Slope of Hill



C-E-E-NW
1/256

100' West from C-E-E-NW
1/256
40' North from Line
N 89-58-46 E To
Spring Box Outlet



LOT 6
PRIVATE LAND

PROPERTY
CORNER

T.2N R10E SEC.30B

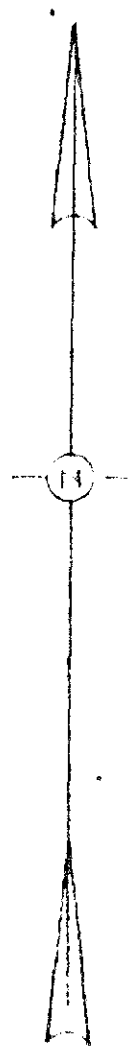
Located in NE 4 NW 4

DETAIL

AREA

2x ENLARGEMENT

F.S. LAND



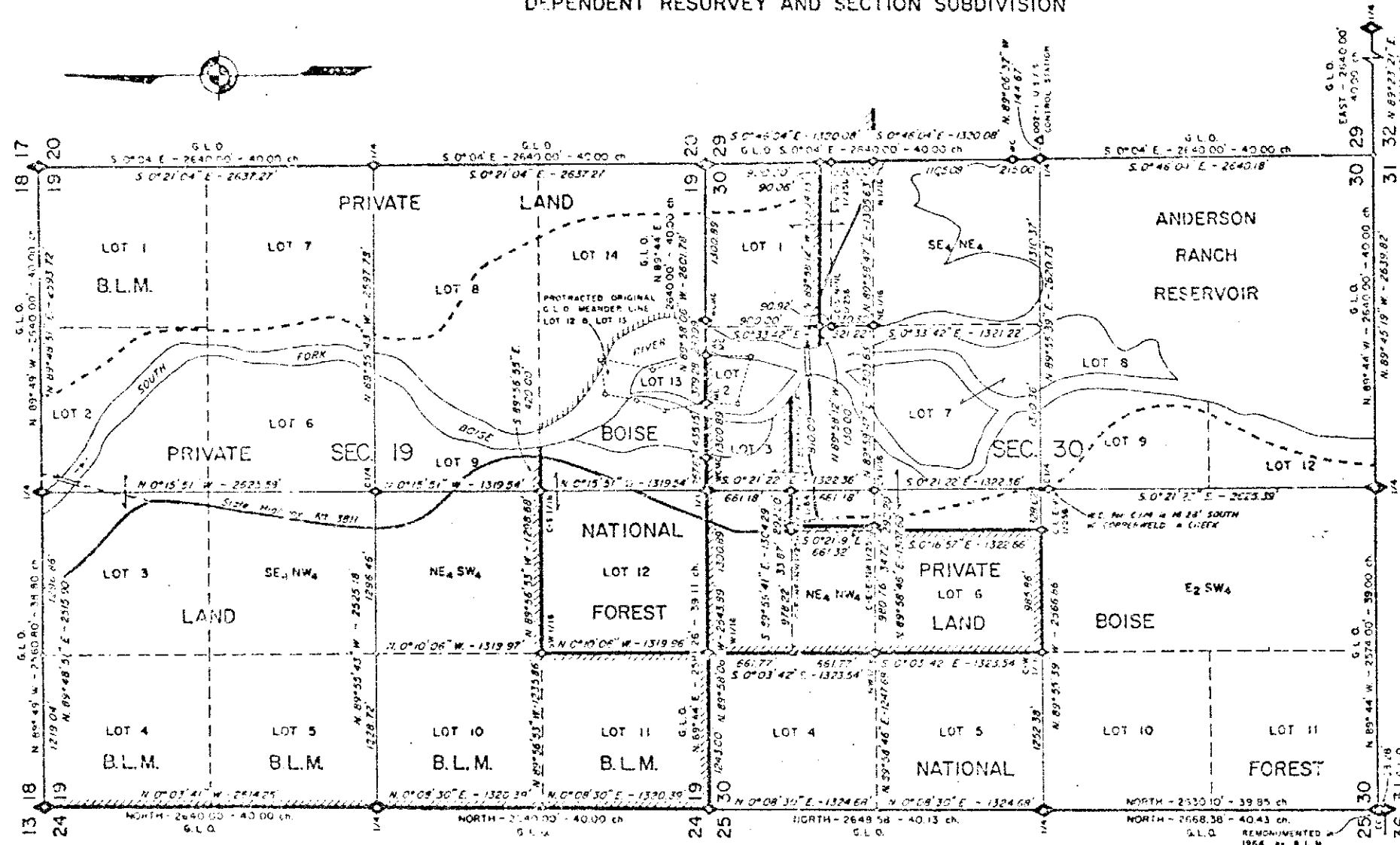
SCALE
1"=2'

MICROFILMED

TOWNSHIP 2 NORTH, RANGE 10 EAST, BOISE MERIDIAN, IDAHO

SECTIONS 19 AND 30

DEPENDENT RESURVEY AND SECTION SUBDIVISION



NOTE: The sinuities of the river, reservoir and highway are approximate, having been stretched from U.S.F.S. aerial photography.

BASIS OF BEARING
Bearing is determined from an observation of "Polaris" at Eastern Elongation on July 23, 1970 at U.S.F.S. Control Station N 002-1, resulting in a bearing of N 89° 06' 32" W between U.S.F.S. Control Station N 002-1 and the East One-Quarter Section Corner to Section 30. The East section line of Section 30 has a bearing of N 0° 46' 04" W, which compares with the original G.L.B. bearing of N 0° 04' E.

LEGEND

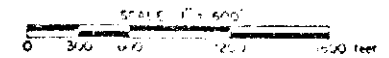
- ◆ (ALL SIZES) CORNER MONUMENTS SET
- POSITION: NE 10 COPPERWELD
- POSITION: CALCULATED

COUNTY RECORDER CERTIFICATION

INSTRUMENT NUMBER 15-263
TIME 11:15 DATE March 14, 1973
BOOK 1 PAGE 12
RECORDS OF ELMORE COUNTY, STATE OF IDAHO

CERTIFICATE OF SURVEY

I, John P. Ferguson Registration N 5-625-10412
Registered Land Surveyor, State of Idaho, hereby
certify that this plat correctly represents a survey
made by me or under my direction in conformance
with the laws, (Idaho Code 31-2709, 1947)
and accepted methods and procedures of surveying.



U.S. DEPARTMENT OF AGRICULTURE	
FOREST SERVICE	
SURVEY	
NATIONAL FOREST BOUNDARIES	
BOISE NATIONAL FOREST	
TOWNSHIP 2 NORTH, RANGE 10 EAST, B.M.	
WITHIN SECTIONS 19 & 30	

MICROFILMED

Form No. 300-Warranty Deed

THIS INDENTURE, Made this first day of August 1958 in the year of our Lord one thousand

nine hundred and , between
Vernon E Morris of Boise, Idaho
of Ada , County of , State of Idaho , the part y of the first part, and
M H Coon
of Glens Ferry , County of Elmore , State of Idaho , the part y of the second part.

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of
One and no/100- - - - - DOLLARS,

lawful money of the United States of America, to me in hand paid by the said part y of the
second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do es grant,
bargain, sell, convey and confirm unto the said part y of the second part, and to his heirs and assigns forever,
all of the following described real estate, situated in Elmore , County of Elmore- /
State of Idaho, to-wit:

1/2 (one half acre) more or less from the Morris tract as follows"" which measures as follows
from the N.E. corner south to base of hill 122 feet and measuring west along walk way on top of ditch bank
148 feet, measuring north from that point along the fence line 148 feet to the north boundary line of the Morris
tract and from that point along the north boundary line east to the point of beginning 148 feet. Within
these boundaries is the cabin owned by M H Coon of Glens Ferry, Elmore County Idaho, dimensions of cabin
20-5 by 16-5- which is painted brown and trimmed in green. The Northwest corner of this cabin is located 3
feet and and northeast corner 3 feet from the north line of the Morris Tract. The Morris tract from which the
above one half 1/2 acre is taken is described as follows: Consists of 5.57 acres more or less situated south
east and south west and south of the New Pine Tavern, at New Pine, Idaho, in Elmore County Idaho and is a
portion of NE 1/4 quarter, Section 30, Township 2 North, Range 10 East, Boise Meridian. (A spring is located
directly back of the M H Coon cabin and which flows from the back of the hill and which is located on the Morris
tract is the source of water supply for both domestic and irrigable purposes for the M H Coon acreage, as well
as the L V Burgess acreage and their cabins.) It is also further agreed that the spring is the joint property
of Vernon E Morris, M H Coon and L V Burgess, so far as domestic and irrigable water supply. The L V Burgess
cabin is located directly east of the M H Coon cabin, the west end of the Burgess cabin extends 5 feet west
and 12 feet south on the ground above mentioned purchased from Vernon E Morris by M H Coon. It is further
agreed that the spring above described on the Morris tract will be maintained jointly by Vernon E Morris,
M H Coon and L V Burgess. (Also that no further persons or subscribers will be taken in on the spring)

Together, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,
the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and
interest in and to the said property, as well in law as in equity, of the said part y of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances,
unto the part y of the second part, and to his heirs and assigns forever , and the said part y
of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said part y of
the second part, his heirs and assigns, against the said part y of the first part, and his heirs,
and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and
by these presents forever DEFEND.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal
the day and year first above written.

Signed, sealed and delivered in Presence of
Bairns Weaver }
Donald G Black }
Vernon E Morris (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Idaho } ss.
County of Ada }
On this 4th day of August , in the year 1958 , before
me Fred R Bagley , a Notary Public in and for said State,
personally appeared
Vernon E Morris
known to me to be the person is whose name
and acknowledged to me that he executed the same. subscribed to the within instrument,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first
above written.
(SEAL)
Notary Seal
Fred R Bagley
Notary Public for the State of Idaho
Residing at Boise, Idaho, Idaho

STATE OF IDAHO } ss.
County of Elmore, }
I hereby certify that this instrument was filed for record at request of M H Coon
at 06 minutes past 9 o'clock A.M., this 6 day of August , A.D. 19 58,
in my office, and duly recorded in Book 54 of Warranty Deeds at Page 122
James A. O'Mall
Ex Officio Recorder.
E. P. O'Mall

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: *C*

Right Number 103-4804 Applicant *COON*

NOTE: IF ANY OF THE ITEMS BELOW ARE MISSING, THE CLAIM IS INCOMPLETE AND MUST BE RETURNED IMMEDIATELY TO THE CLAIMANT ALONG WITH THE APPROPRIATE COVER LETTER.

CHECK:

- ☒ Name and address.
- ☒ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☒ Source.
- ☒ Quantity, use, period.
- ☒ Point(s) of diversion.
- ☒ Location of use.
- ☒ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received. *7-22-81 mto Home News*
- ☒ Claim published correctly. *7-9-81 & 7-10-81*
- ☐ Exceptions processed.

By *DBS* Date 7/27/81

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By *Jmi* Date 8/11/81

MICROFILMED

WRD417

WATER RIGHTS PROOF READING REPORT

08/10/81

PAGE 1

WATER RIGHT NUMBER 63-4804

OWNER LAST NAME - COON

FIRST NAME - JACK

ORIG OWNER -

OWNER LAST NAME - COON

FIRST NAME - ROSE

ORIG OWNER -

OWNER LAST NAME - BLACKWELL

FIRST NAME - JOANNE

ORIG OWNER -

ADDRESS LINE 1 - 7509 COLEHAVEN

ADDRESS LINE 2 -

ADDRESS LINE 3 -

CITY - BOISE

STATE - ID ZIP CODE - 83704

SOURCE - SPRING

TRIBUTARY OF - BOISE RIVER, SOUTH FORK

STAGE - STATRY CLM

STATUS -

PRIORITY - 08-05-1950 COUNTY - ELMORE

TOTAL DIV. RATE -

.0400 -CFS

TOTAL DIV. VOLUME -

.00 AFA TRFR/AMEND -

WATER DIST. -

DLE/CAREY ACT -

RIGHT BASIS -

DIVERSION POINT - NENW 30 02N 10E LOT

REDIV -

FROM - 01-01 TO - 12-31 USE - DOMESTIC

USE DIV. RATE -

.0400 CFS

USE DIV. VOLUME -

.00 AFA

USE - DOMESTIC

PLACE OF USE - TWN 02N RNG 10E SEC 30 TRACT NENW LOT AC

DECREE NAME -

DATE -

TOTAL ACRES

0

REMARKS -

NON IRRIG USE - D/WTR USED FOR DOMESTIC & LAWN WATERING

OTHER RIGHTS FOR SAME USE -

PROOF DUE -

PERMIT/DENIED -

PROTESTED -

HEARING -

OLD NO. -

PROOF MADE -

FLD EXAM -

COND. OF APPROVAL -

DIVERSION MEANS - PERFORATED PIPE & PIPELINE

NOTICE OF CLAIMS TO WATER RIGHTS

Notice is hereby given that the following claim(s) to water right(s) have been established by diversion and application to beneficial use:

Any exception to any claim of water right may be filed with the Director of the Idaho Department of Water Resources, 92 S. Cole Road, Boise, Idaho 83709.

A. KENNETH DUNN

Director

Published 7/9 & 7/16.

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Western Region

92 South Cole Road
Boise, Idaho 83709
(208) 334-2190

JULY 2, 1981

Mountain Home News
Drawer 0
Mountain Home, ID 83647

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a galley proof to this office for review before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before JULY 27, 1981.

Yours truly,

HELEN L. HARRINGTON
Secretary

Encl.

MICROFILMED

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
Western Region

92 South Cole Road
Boise, Idaho 83709
(208) 334-2190

JULY 21, 1981

JACK COON
ROSE COON
JOANNE BLACKWELL
7509 COLEHAVEN
BOISE

ID 83704

RE: Claim No. 63-4804

Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-243 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Yours truly,

DAVID B. SHAW
Western Region Supervisor

Enclosure

MICROFILMED

COON, JACK &/or ROSE
BLACKWELL, JOANNE

7509 COLEHAVEN, BOISE, ID 83704

Source: SPRING tributary to BOISE RIVER, SOUTH FORK

Priority Date: 08/05/1950

Amount: 0.04 CFS

Diversion Point: NENW Sec 30 T 02N R 10E, ELMORE Co.

Use: DOMESTIC (0.04 CFS) from 01/01 to 12/31

Place of Use: NENW Sec 30 T 02N R 10E

Diversion Means: PERFORATED PIPE & PIPELINE

MICROFILMED