

JUL 15 2024

DEPARTMENT OF
WATER RESOURCES

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Subcase

67-362

(insert water right number)

STANDARD FORM 4

Case No. 39576

MOTION TO FILE:

- ☐ LATE NOTICE OF CLAIM
☐ AMENDED NOTICE OF CLAIM

INSTRUCTIONS

This form is used to file a late Notice of Claim or an amendment to a Notice of Claim in a reporting area where the Director's Report has been filed. Forms may be obtained from the SRBA Court, the Idaho Department of Water Resources (IDWR), or you may copy or reproduce this blank form.

The water right number for your late or amended claim must be indicated above in the blank space following "Subcase." To obtain your water right number, contact the Idaho Department of Water Resources. You must use a separate form for each late or amended Notice of Claim.

This form has been adopted by the court in *SRBA Administrative Order 1, Rules of Procedure* (amended Sept. 30, 1996), Section 4, which may be consulted for further information.

By filing a *Motion to File a Late Notice Claim* or a *Motion to File an Amended Notice of Claim*, you certify that it is well-grounded in fact; is warranted by existing law or a good-faith argument for the extension, modification or reversal of existing law; and is not filed for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation.

- ☐ I have read *SRBA Administrative Order 1, Rules of Procedure* (amended Sept. 30, 1996).

My name is Jeffrey Hunter

My address is P.O. Box 826, 2361 Spring Creek Lane
Council, ID 83612

My phone number is: work _____ Home 208-253-6200

I am an attorney representing _____ *leave message after 6 rings

My name is _____

My address is _____

My phone number is _____

MOTION TO FILE A LATE NOTICE OF CLAIM

A Motion to File a Late Notice of Claim will require a hearing before the Presiding Judge.

☒ I did not file a Notice of claim to the use of water in the SRBA because:
IDWR's recommended a way our Idaho State
Constitutional Water Rights as Written by not
doing their Due-Diligence in a letter to us dated 6/16/09
A copy is in our documentation.

☐ I filed a Notice of Claim and elected to defer judicial proceedings on my domestic or stock watering use. I desire to reinstate my Notice of Claim for domestic or stock watering use.

☒ I am providing legal and factual documentation for my claimed use of water. You must describe these documents and attached a readable copy. (You do not need to fill this out if you are reinstating a Notice of Claim for domestic or stock watering use, but you must attach a copy of your Notice of Claim.)

see attached factual documentation.

I have attached:

- ☐ A fully completed Notice of Claim (available from IDWR).
- ☐ A claim filing fee for a domestic and stock watering use. IDWR may charge this fee pursuant to I.C. § 42-1414. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$ 0.
- ☐ A claim filing fee and a late claim fee for those claims other than a domestic or stock watering use for which a notice of claim was not filed. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$ _____.

Follow these instructions regarding the hearing on this motion.

1. Contact the Clerk of the SRBA Court (208-736-3011) to request a hearing date and time.
2. Fill in the following information:

This motion will be heard on October 15, 2024 @ 1:30 PM MT.
(Insert Date and Time)

at the SRBA courthouse, 253 Third Avenue North, Twin Falls, Idaho.

MOTION TO FILE AN AMENDED NOTICE OF CLAIM

A *Motion to File an Amended Notice of Claim* may require a hearing before the Presiding Judge or Special Master or may be granted by leave of the court or by written consent of the parties and the Idaho Department of Water Resources. Leave to amend a claim shall be freely given when justice so requires.

- ☐ I must amend my Notice of Claim to the use of water in the SRBA because:

- ☐ I am providing legal and factual documentation to support my amended Notice of Claim. You must describe these documents and attach a readable copy.

I have attached:

- ☐ An amended Notice of Claim (available from IDWR).
- ☐ Payment of the following additional fees required by IDWR:

VERIFICATION (Must be completed)

State of Idaho

County of Adams

Jeffrey B Hunter
(Insert name of person filing form)

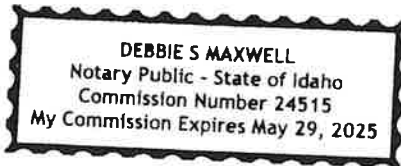
, being first duly sworn, upon oath, deposes and says:

That I am the party/claimant filing this motion for late or amended claim (as listed on Page 2) as defined by I.C. §§ 42-1401A(1) and (7) or that I am the attorney for the party/claimant filing this motion for late or amended claim and that I have read this motion, know its contents and believe that the statements are true to the best of my knowledge.

Jeffrey B Hunter
Signature of person filing motion

Attorney signing in representative capacity

Subscribed and sworn to before me on July 12, 2024
(Insert date)



Debbie S Maxwell
Notary Public for Council Idaho - State of Idaho
Residing at: Council Idaho
My Commission expires: 5/29/2025

INSTRUCTIONS FOR MAILING

You must mail this form, including all attachments, to the Clerk of the SRBA Court. **FAX filings will not be accepted by the SRBA Clerk of the Court.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

CERTIFICATE OF MAILING

I certify that on July 12, 2024 I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. Copies to:

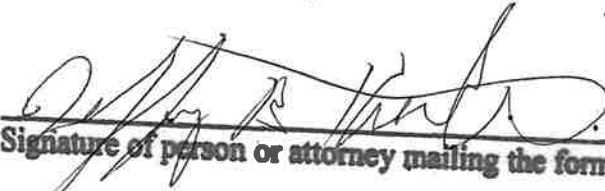
IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div
550 W Fort Street, MSC 033
Boise, ID 83724

Chief, Natural Resources Division
Office of Attorney General
State of Idaho
PO Box 83720
Boise, ID 83720-0010

3. If you are filing an amended Notice of Claim in a subcase being heard before the Presiding Judge or a Special Master, you must serve a copy on all parties to that subcase.

(Insert Names/addresses of parties)


Signature of person or attorney mailing the form



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

RECEIVED
JUL 15 2024
DEPARTMENT OF
WATER RESOURCES

WATER RIGHT NUMBER (67-362)

THE CONSTITUTION OF THE UNITED STATES

ARTICLE III and ARTICLE VI

BILL OF RIGHTS

ARTICLE X

ARTICLE XIV Section, 1 & Section, 5.

IDAHO STATE CONSTITUTION

ARTICLE XV

WE THE PEOPLE

(aka) TAX PARYER

VERSUS

IDAHO DEPARTMENT OF WATER RECSOURCES

For failure to Honor the State of Idaho Constitution as Written.

Article XV Water Rights Section 4. CONTINUING RIGHTS TO WATER GUARAANTEED

Does Idaho Department of Water Resources have the right to Supersede or Ignore the Laws set forth in The Idaho State Constitution as Written? If so why hasn't The Idaho State Constitution been change to reflect same?



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

March 20, 2024

Page 1-18

HISTORICAL DEEDS

Since both Sections (25) & (26) were Homesteaded.

Other than having a Sworn Affidavit from our Predecessors-in-Interest who lived back in the late 1800s or early 1900s we can only use The Deeds we have as proof. Looking over all the Deeds we have, it became clear that some of the deeds didn't have the right corner sections or there was no mention of Decreed or Adjudicated Water rights. Why some of them only used Appurtenance and or For-ever to describe their Deeds.

THE United States of America

TO ALL WHOM THESE PRESENT SHALL COME. GREETINGS:

Homestead Certificate No. 1165 Application 2165 May 20, 1862

You will also find that Sections (25) & (26) have been on every Deed, Notarized and Recorded from the time both Sections were first Homesteaded to the present when Mr. & Mrs. Hill sold their Section (25) to Ms. Owens September 30, 2016.

You might also find interesting as we did when looking at Deed Record Instrument #264, July 3, 1903 and Deed Record # 394 Instrument # 5679 September 16, 1905. Where both Deeds describe how both Sections (25) & (26) are to get Equal Shares of both Mill Creek and East Fork Water.

I have inserted a copy of the Homestead and 2 Deeds 1903 & 1905

The United States of America

127

TO ALL TO WHOM THESE PRESENTS SHALL COME. GREETING:

Homestead Certificate No. 1163
Application 2192 }

WHEREAS, there has been deposited in the GENERAL LAND OFFICE of the United States a Certificate of the Register of the Land Office at Boise, ^{City} Idaho, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of James J Jones has been established and duly consummated, in conformity to law, for

~~The West half of the South west quarter of Section twenty five and the East half of the South east quarter of Section twenty six in township seventeen North of Range one West of Boise Meridian in Idaho Containing one hundred and sixty acres.~~

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said James J Jones the tract of Land above described;

TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said James J Jones and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Grover Cleveland President of the United States of America, have caused these letters to be made Patent and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the twenty fifth day of February, in the year of our Lord one thousand eight hundred and ninety six and of the Independence of the United States the one hundred and Twentieth

By the President: Grover Cleveland
By M McKean Secretary.

L Q C Lamar Recorder of the General Land Office

Recorded Vol 2 page 439



Filed for record at request of L L Burtenshaw at 10:45 o'clock A M June 5, 1906

Fees \$1.05

Frank E Smith,

(Deeds 18-117)

Ex-Officio Recorder

Deed Record

THIS INDENTURE Made the 16th day of May in the year of our Lord one thousand nine hundred and three between James J Jones of Council, County of Washington, State of Idaho, the party of the first part and Charles E Vogan, of Council, County of Washington, State of Idaho, the party of the second part,

WITNESSETH That the said party of the first part for and in consideration of the sum of Two Thousand Dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever;

The South west quarter of the South west quarter of Section Twenty Five (25) and the South east quarter of the South east quarter of Section Twenty Six (26) all in Tp 17 North of Range One (1) West B M containing eight acres more or less.

The said and above described tract of land is not used as a residence by the said grantor or his family nor any part thereof nor is there any homestead filed thereon.

~~Together with one half interest in and to all of the Water Right of said grantor in and to the waters of Mill Creek, also an undivided one half interest in and to an undivided one fifth interest in and to the water right and the ditch known as the East Fork Ditch now under construction by the said grantor and his associates.~~

TOGETHER with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining and the rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the above mentioned and described property, together with the appurtenances, unto the said party 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 party of the second part, his heirs and assigns, against the said party 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.

Signed, sealed and delivered in the :
presence of: L L Burtenshaw :

James J Jones

(Seal)

State of Idaho :

County of Washington : ss

On this 16th day of May in the year 1903 before me, L L Burtenshaw, a Notary Public in and for said County, personally appeared James J Jones, personally known to me the person whose name is 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 this day and year in this certificate first above written.

(S e a l)

L L Burtenshaw,
Notary Public

Filed for record at the request of L L Burtenshaw at 9 o'clock A M this 3rd day of July 1903

Fees \$1.45

Frank E Smith,
Ex Officio Recorder

(Deeds 13-326)

Deed Record

This Indenture, made this sixteenth day of September in the year of our Lord One Thousand Nine Hundred and Five (1905) between Charles E. Vogan (a single man) of Boise, County of Ada, State of Idaho the party of the first part and C. S. Gibbs of Meridian, County of Ada, State of Idaho, the party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of Twenty Four Hundred Dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has granted, bargained and sold and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever all the following described real estate, situated in Washington County State of Idaho to wit:

The South West Quarter of the South West Quarter (S. W. $\frac{1}{4}$ S. W. $\frac{1}{4}$) of Section Twenty Five (25) and the South East Quarter of the South East Quarter (S. E. $\frac{1}{4}$ S. E. $\frac{1}{4}$) of Section Twenty Six (26) all in Township Seventeen (17) North of Range One (1) West B. M. containing eighty (80) acres more or less. Together with a one half interest in and to all the water right of the said grantor in and to the waters of Mill Creek, also an undivided one half interest in and to an undivided one fifth interest in and to the water right and the ditch known as the east fork ditch. This deed being subject to a mortgage of \$910.00 which C. S. Gibbs assumes and agrees to pay.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and 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 party of the first part.

To Have and to Hold all and singular the above mentioned and described premises together with the appurtenances unto the party 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 party of the second part his heirs and assigns, against the said party 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 party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered

Chas E. Vogan (Seal)

James McDevitt

State of Idaho
County of Boise

ss

On this 22nd day of Sept. in the year 1905 before me James McDevitt
a Notary Public in and for said County, personally appeared Chas E. Vogan known to me to
be the person whose name is 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.

James McDevitt

Notary Public

(Notarial)
Seal

Filed for record at request of C. S. Gibbs at 9 o'clock A. M. February 28, 1906.

Frank E. Smith

Ex Officio Recorder

By Harriet Smith

Deputy

Fees \$1.45

(Deeds 17 - 437)



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

March 20, 2024

Page 2-18

I am fast forwarding to:

Instrument No. 29628

No. 419

IN THE PROBATE COURT OF ADAMS COUNTY

STATE OF IDAHO

THE MATTER OF THE ESTATE OF)

CATHERINE LAPPIN

(

DECREE

-----O-----

Deceased

Mr. Charles Lappin,

had to go to Court because, Mrs. Lappin had no will. Mr. Lappin hired, Attorney Carl H. Swanstrom to represent him in Court. etc. etc..

It is further ORDERED, ADJUDGED, and DECREED that by virtue of the law of the State of Idaho RIGHT of SUCCESSION to which is decreed as aforesaid is particularly described as follows, to wit. etc. etc. Water rights for Section (25) & (26).

In my humble opinion The Deed Instrument # 29628 followed The Idaho State Constitution as written ARTICLE XIV WATER RIGHT SECTION 4. CONTINUING RIGHTS TO WATER GUARANTEED, Through Successors.

IN THE PROBATE COURT OF ADAMS COUNTY

STATE OF IDAHO

The matter of the estate of

Catherine Lappin,

Deceased.

D E C R E E

-----0-----

Now comes Charles P. Lappin, Sr., the petitioner herein by Carl H. Swanstrom, attorney of record herein, and proves to the satisfaction of the Court that petition to determine the fact of the intestacy of Catherine Lappin, the community us of her estate and the right of succession to her property and estate was duly d in this Court on the 10th day of October, 1945, on which day the Court fixed and inted the 10th day of November, 1945, for the hearing thereof and that due and l notice of the time and place of such hearing has been given as required by law the previous order of this Court and the said matter coming on now regularly to eard and no person appearing to contest said petition the Court proceeds to the ing thereof and from the evidence finds:

1. That Catherine Lappin died intestate at Council in Adams County, Idaho, on the 25th day of August, 1945, being then and there a resident of said county and
2. That said decedent and Charles P. Lappin, Sr., petitioner herein, were duly legally married on December 26, 1900 and from that date up to the date of decedent's were husband and wife and that they had been bonafide residents of Adams County, since the year 1905, and all the property and estate hereinafter described was red by petitioner and decedent during their marital relationship and by their joint ts and earnings.
3. That an inventory and appraisal of the property of said decedent was ned and filed in this Court on October 15, 1945, and a copy thereof duly trans- d to the Inheritance Tax Division of the Department of Finance of the State of and more than 30 days have since elapsed and no objections have been filed to appraisal;
4. That the amount of any inheritance tax payable on account of said estate een duly determined by order of this Court and the inheritance tax thereon duly to the Treasurer of Adams County as required by law;
5. That all the allegations contained in said petition are proven and true and ined by sufficient competent evidence and that petitioner is entitled to the relief n. prayed for.

FOR, THEREFORE, by reason of the premises aforesaid and the law, it is hereby **ADJUDGED** and **ORDERED** that the above named Catherine Lappin died intestate in County, Idaho, on the 25th day of August, 1945, being then and there a resident d County and State and then and there seized and possessed of a wife's community interest in and to the real and personal property hereinafter described; cedent and Charles P. Lappin, Sr., her surviving husband, were duly and legally re residents of the State of Idaho from 1905 until date of decedent's death and

Instrument #29628

Book 14 pg 45-46

Probate of

Will of

all of the estate hereinafter described was acquired during such marital relationship by their joint efforts and earnings and was their community property.

It is further ORDERED, ADJUDGED and DECREED that decedent was survived, as heirs at law and next of kin, by the persons whose names and relationship to decedent are as follows:

Charles F. Lappin, Sr., her husband
Ruth Chapman, her daughter
Alice Shaddy, her daughter
Fred A. Lappin, her son
Charles F. Lappin, Jr., her son, and
Dorothy Lappin, a granddaughter, child of a deceased son, John Lappin.

It is further ORDERED, ADJUDGED and DECREED that by virtue of the laws of the State of Idaho relating to the right of survivorship and succession to community property, the said Charles F. Lappin, Sr., as surviving husband of the decedent, upon her death became entitled to all of decedent's property and estate to the exclusion of all other persons claiming or to claim the same whether as heirs of said decedent or devisees or otherwise.

The property and estate herein referred to and the right of succession to which is decreed as aforesaid is particularly described as follows, to-wit:

Funds on deposit in First Security Bank, Payette Idaho, deposited to the account of petitioner. \$1,453.62

Money on deposit in First Security Bank, Payette Branch, in decedent's account 386.59

Approximately twenty-six head of stock cattle
Four head of milk cows
Two head of horses

All farm and orchard machinery, tools and equipment situated on the hereinafter described premises and used in connection therewith

Household goods and furniture

One 1940 Pontiac Automobile

And the following described lands and premises situate in Adams County, State of Idaho, to-wit:

The Southwest Quarter of the Northeast Quarter (SW1/4); the South Half of the Northeast Quarter (SW1/2) and the Southwest Quarter (SW1/4) and the Southeast Quarter (SE1/4) of Section Twenty-Five (25); and the Southeast Quarter of the Northeast Quarter (SE1/4) and the East Half of the Southeast Quarter (SE1/2) of Section Twenty-Six (26), all in Township Seventeen (17) North, Range One (1) East of the Boise Meridian; together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and together with all water and water rights, particularly including but not being limited to Fifty (50) inches of water of Hill Creek and Fifty (50) shares of the East Fork Ditch Company and the water rights thereby represented.

Dated this 19th day of November, 1945.

ROBT. YOUNG
Probate Judge

I, Robt. Young, Judge and Ex-Officio Clerk of the Probate Court of Adams County, Idaho, do hereby certify that the foregoing instrument is an exact copy of a "Decree" duly made and entered in the Probate Court of Adams County, Idaho, on the 19th day of November, 1945, in the matter of the estate of Catherine Lappin, deceased, Probate Number 419, and now of record in said Court and in my possession as such Judge and Ex-Officio Clerk thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 19th day of November, 1945.

(OFFICIAL SEAL)

Robt. Young
Clerk

Recorded at the request of Carl H. Swanson at 11 o'clock A. M. this 20th day of November, 1945.

Katilda Moser, Recorder
By Claire Perkins, Deputy



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

March 20, 2024

Page 3-8

INSTRUMENT No. 45137

This Indenture, Made this 6th day of December, 1956. Between Charles Lappin Sr. widower of Council, County of Adams State of Idaho, the party of the first part and Frank L. Schwartz, Bachelor, of Fruitvale, Idaho and Anna, F. Mink widow of Council County of Adams, State of Idaho, The parties of the second part. etc. etc.

I received a correspondences from Mr. Craig L. Saxton Dated June 16, 2009.

With all due respect to Mr. Saxton. Why would someone At IDWRs recommend the description of the 54 inches with the 1886 priority date matches the elements of water right 67-362 in full should go to Mr. & Mrs. Hill. But our Section (26) can have portion of 50 shares of East Fork Water. Then some happy talk about the 1918 description of the decreed water right 67-362 does not.

Rather it is an issue of the water not making it to your property. More on that later.

Apparently Mr. Saxton was just looking for water rights and missed a couple of times that appurtenances are, mentioned. Even for-ever was mentioned, however, one of my x-attorneys, told us that's just an attorney word that doesn't mean much anymore.

I have enclosed Mr. Saxtons letter.

I have to inject a little back ground here.

IDWRs Mr. Craig Saxton was a tremendous help to us over the years and in my humble opinion an asset to IDWRs. My wife and I compiled a Water Binder as we called it, an assortment of COMMENTARY DEEDS PHOTOES CORESPONANCE And other Pertinent Information. We sent Mr. Saxton, our Water Binder and he had it down loaded into IDWRs computer.

INSTRUMENT NO. 45137

12/6/56

WARRANTY DEED

THIS INSTRUMENT, made this 6th day of December, 1956, between CHARLES F. LAPPIN, Sr., widower of Council, County of Adams, State of Idaho, the party of the first part and FRANK L. SCHWARTZ, bachelor, of Kunitvale, Idaho, and ANNA F. SMITH, widow of Council, County of Adams, State of Idaho, the parties of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of FORTY SEVEN THOUSAND AND NO/100 Dollars lawful money of the United States of America, to him in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents, does grant, bargain, sell and convey and confirm unto the said parties of the second part, and to their heirs and assigns, forever, all the following described real estate, situated in the County of Adams, State of Idaho, to-wit:

The Southwest Quarter of the Northeast Quarter, the South Half of the Northwest Quarter and the South Half of Section Twenty-five (25) and the Southeast Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of Section Twenty-six (26), all in Township Seventeen (17) North, Range One (1) West of Boise Meridian, together with all water and water rights, ditches and ditch rights and irrigating works of whatever nature, used, upon, connected with or in anywise appurtenant to said lands, including 54 inches of Mill Creek with decreed priority of 1886 and 50 shares of East Fork Ditch Company. This conveyance is made subject to all existing easements and rights of way for power and telephone lines, ditches and roads, and to the lien of a mortgage in favor of The Federal Land Bank of Spokane, to be assumed and paid by second parties.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and 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 party of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the appurtenances unto the parties of the second part, and to their 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 parties of the second part, their heirs and assigns, against the said party 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 defend these presents forever against.

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

Executed and Delivered in the Presence of

Charles F. Lappin (SEAL)

INTERNAL REVENUE STAMPS ATTACHED AND CANCELLED: \$51.20

STATE OF IDAHO,)

County of Adams) ss.

On this 6th day of December in the year 1956, before me Carl H. Swanstrom, a Notary Public in and for said State, personally appeared CHARLES F. LAPPIN, Sr., a widower known to me to be the person whose name is 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.

Carl H. Swanstrom
Notary Public for the State of Idaho

This is the deed that In. Saxton agreed that four section 26 had SE, NE even though someone wrote on the side of Pg. 2 that SE, NE was NOT included on IDWR #67-362



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

June 16, 2009

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

JEFF HUNTER
PO BOX 826
COUNCIL ID 83612-0826

RE: Response to information packet sent June 20, 2009

Dear Mr. Hunter,

I am writing in response to your letter dated June 20, 2009. I have had the opportunity to review the deeds you enclosed. Several of the deeds reference water rights. The clearest description of the water right can be found on the warranty deed identified by instrument No 45137. The deed refers to the water rights:

"...including 54 inches of Mill Creek with decreed priority of 1886 and 50 shares of East Fork Ditch Company."

The description of the 54 inches with the 1886 priority date matches the elements of water right 67-362. All 54 inches of 67-362 has been recommended in full to Janice and Thomas Hill. Despite that several of the deeds you supplied do include the SENE of Section 26, T17N, R1W, the 1918 description of the decreed water right 67-632 does not. For your convenience I have enclosed a copy of water right 67-362 for your review.

I do not think there is a question that you have a portion of the 50 shares of East Fork Ditch Company. Rather it is an issue of the water not making it to your property. We have addressed this previously.

I would like to quickly speak about the use of waste water you mentioned in your previous correspondence. Before you invest a lot more of your time in this, I thought I would bring up a major point with waste water that sometimes is not clearly understood. Waste water is water from someone else's water rights that is extra and flowing off of their fields. If there is any unused water and you have a waste water right, it allows you to capture that water and put it to beneficial use. However, because the source is someone else's water right, you cannot make a call for that water. If the waste water stops flowing, then you don't have any water. You cannot make someone divert water so you can get the waste. In addition, if the user supplying the water changes the system so

water that has been historically wasted is recaptured or used more efficiently, then you cannot make a call for that water either.

In your last letter you spoke about spring run off water too. I am unclear on what you mean with this. However, I wanted to point out that if your intent was to mean snow melt or rain water that comes off of fields and flows into your ditches (not ever reaching a natural stream channel), then I want to be clear that you will need to show intent to divert and capture that water.

Sincerely,



Craig L. Saxton
Water Right Supervisor
Adjudication Bureau
craig.saxton@idwr.idaho.gov
208.287.4916

Enclosure(s): Deed packet sent for my review
Copy of water right report 67-362
Copy of 67-362 place of use description from *Muir v. Allison*



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

March 20, 2024

Instrument 40713

Page 4-18

IN THE PROBATE COURT OF ADAMS COUNTY
STATE OF IDAHO

In the Matter of the Estate of)

CHARLES F. LAPPIN)

Decree of final

Distribution

Deceased

Approved and settled by Decree of this Court entered herein on October 12th 1960.
etc. etc.

Is here by ORDERED, ADJUDGED and DECREED that all residue of the property of
decedent's estate, as hereinafter described, etc. etc.. A certain chose in action to-
wit, a Memorandum of Agreement, dated December 16, 1956, between Charles F.
Lappin, (now deceased) as first part party, Frank L. Schwartz and Anna P. Mink.
Together with the tenements, hereditaments and appurtenances, water and
water rights, including 50 shares of stock of East Fork Ditch Company. etc. etc.

IN THE PROBATE COURT OF ADAMS COUNTY
STATS OF IDAHOIn the Matter of the Estate of)
CHARLES F. LAPPIN,)
Deceased.)DECREE OF FINAL
DISTRIBUTION

Back 25 pg 58-309

Probate

C F Lappin

12/12/60

It appearing to the satisfaction of the Court from the records and files of this matter that on December 2nd, 1960, Fred A. Lappin, Executor of the estate of Charles F. Lappin, deceased, presented to the Court and filed herein his Petition for final distribution of the residue of decedent's estate and that, on that same day, the Court appointed December 12th, 1960, for the hearing thereof and that notice of the time and place of such hearing has been given by the Clerk of this Court for the time and in the manner required by law and the previous Order of the Court, and said Petition now coming on regularly to be heard at the time appointed, said Executor appearing by Swanstrom and Swanstrom, Esquires, his attorneys of record, and no person appearing herein to contest said Petition, the Court proceeds to the hearing thereof; and the Court, having read and considered said Petition, and having heard and considered the evidence offered in support thereof, finds:

1: The said Executors First and Final Account of his administration of said estate was duly allowed, approved and settled by Decree of this Court entered herein on October 12th, 1960;

2: That all inheritance taxes, payable on account of distribution of decedent's estate, as determined by this Court, have been fully paid;

3: That one Donna Jean Lappin is a pretermitted heir at law of decedent, to-wit, a daughter of John E. Lappin, a deceased son of Charles F. Lappin, not named or provided for in decedent's Will, entitled to the descent and distribution of a One-Fifth interest in decedent's estate;

4: That the claim, right or demand of said Donna Jean Lappin in and to the residue of decedent's estate, which right was contested by said Executor and thereby became a justiciable issue of law and fact, has been compromised by Agreement duly approved by the Superior Court of the State of Washington, in and for the County of Spokane, by Order duly entered in the Matter of the Estate and Guardianship of Donna J. Lappin, an incompetent person, and in consequence of such compromise Agreement and payment of the sum of \$5,506.94 by said Executor to or in behalf of such claimant, all of her right, title, interest, claim or demand in, to or against the property of decedent's estate has been duly assigned and conveyed to the beneficiaries named in decedent's Will, and that such compromise Agreement, and the sum paid by said Executor on account thereof, ought to be approved and confirmed;

5: That said estate is now in such condition that distribution of the residue of the property thereof should now be made in accordance with the provisions of decedent's Will;

6: That said Petition is in all respects true and the same ought to be granted;

7: That, by the provisions of decedent's Will, duly admitted to probate herein on July 27th, 1959, decedent devised and bequeathed the whole of his property and estate in the manner and in the proportions, and to the persons, as in said Will provided and hereinafter decreed:

Now, Therefore, by reason of the premises aforesaid and by virtue of decedent's Will, the said compromise Agreement and Assignment, before referred to, and the law, it

is hereby ORDERED, ADJUDGED and DECREED that all residue of the property of decedent's assets, as hereinafter described, Together with any other property not now known or discovered but which may hereafter be found as belonging to decedent's estate, be and the same is, hereby, DISTRIBUTED, as follows:

To CHARLES F. LAPPIN, Jr., a son of decedent, One-Fourth ($\frac{1}{4}$ th) thereof:

To FRED A. LAPPIN, a son of decedent, One-Fourth ($\frac{1}{4}$ th) thereof:

To RUTH LAPPIN-CHAPMAN, a daughter of decedent, One-Fourth ($\frac{1}{4}$ th) thereof: and

To ALCIE LAPPIN-SHEDDY, a daughter of decedent, One-Fourth thereof:

The property and estate before referred to, and with respect to which Distribution is Decreed as aforesaid, so far as is now known or discovered, is particularly described as follows, to-wit:

Cash, money of the United States of America, in the amount of \$318.11:

Promissory note of Frank L. Schwartz, dated November 26, 1956, payable to the Estate of Charles F. Lappin, deceased, in the principal amount of \$7,430.00, Together with the principal owing thereon and the interest, at 6% per annum, accrued from November 26th, 1957:

A certain Chose in Action, to-wit, a Memorandum of Agreement, dated December 26, 1956, between Charles F. Lappin, (now deceased) as first party, and Frank L. Schwartz and Anna F. Hink, (now Anna F. Schwartz) as second parties, providing for the sale of first party, and purchase by second parties, under an installment payment plan, of the following real property, situate in Adams County, Idaho, to-wit:

SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ and S $\frac{1}{2}$, Section 35, T 24 N, R 24 E, and S $\frac{1}{2}$ NE $\frac{1}{4}$ and S $\frac{1}{2}$, Section 36, all in Twp. 17

N. R. 1 W. E. N., together with the easements, hereditaments and appurtenances,

water and water rights, including 50 shares of stock of East Fork Ditch Company

and the water rights thereby represented, and Together with easement or

commensurate grazing permits and privileges,

and Together with the money owing thereon, to-wit, the principal sum of \$23,979.56, and the interest, at 5% per annum, accrued from December 26th, 1957:

It is hereby further ORDERED that the compromise agreement, negotiated by said Executor for settlement of the claim and demand of Donna Jean Lappin, to and against the property of decedent's estate, and his payment of \$5,506.94 to or in behalf of Donna Jean Lappin for release of her said claim and demand, is hereby Approved and Confirmed by the Court.

Dated this 12th day of December, 1960.

JAMES R. PINN
Probate Judge

STATE OF IDAHO)
County of Adams) ss.

I, JAMES R. PINN, Ex-Officio Clerk of the Probate Court of Adams County, Idaho, hereby CERTIFY the foregoing instrument to be an exact copy of "DECREE OF FINAL DISTRIBUTION" duly made and entered in the Probate Court of Adams County, State of Idaho, on the 12th day of December, 1960, in the Matter of the Estate of Charles F. Lappin, deceased, and now of record in said Court.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Probate Court, this 12th day of December, 1960.

(OFFICIAL SEAL)

James R. Pinn
Clerk

Recorded at the request of Carl H. Swanstrom at 25 minutes past 11 o'clock A.M. on the 12th day of December, 1960.

Fee \$3.80

Anna F. Schwartz, Recorder
By Marie McFadden, Deputy



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

20, 2024

Page 5-18

Warranty Deed

Instrument No. 50975

Idaho)

(Correction)

Know All Men by these Presents, That Frank L. Schwartz

and Anna F. Schwartz

his wife,

the County of Payette

State of Idaho.

Together with all water, water rights, ditches and ditch rights, including but not limited to a 54" inch adjudicated water right in Mill Creek, 50 Shares of Stock in East Fork Ditch Co., LTD., and water rights under Flood Control District No. 3 of the State of Idaho.

Sold to Mr. Albert R. Ratcliff and Mrs. Norma J. Ratcliff, November 11, 1972.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all improvements, water and water rights appurtenances thereto or reasonably necessary to the use the real property, and the rents, issues and profits thereof.

I have inserted a copy of Deed # 50975

For well over 100 years Honesty and Integrity has been a hallmark of the folks that lived by a code of ethics that was their way of life. A handshake was all that was needed. THEIR WORD WAS THEIR BOND.

This all came to end after this Deed, Instrument No. 50975, in my humble opinion, the last honest Deed for over 100 years. It all came to an end When POWER and GREED became the new normal of a lot of our fellow citizenry.

#50975

11/11/72

Warranty Deed
(IDAHO)
(Correction)

KNOW ALL MEN BY THESE PRESENTS, That FRANK L. SCHWARTZ

and ANNA F. SCHWARTZ

, his wife,

of the County of Payette

, State of Idaho

part of the first part, for and in consideration of the sum of -----
TEN AND NO/100 -----

Dollars (\$ 10.00 -----),

in lawful money of the United States of America, and other valuable consideration, to them

in hand paid by ALBERT R. RATCLIFF

and NORMA J. RATCLIFF

his wife, hereinafter called party of the second part, do hereby GRANT, BARGAIN, SELL and CON-
VEY unto the party of the second part, as a community property estate, and to the heirs and assigns of the second

party, all of the following-described property situate, lying and being in the County of Adams
State of Idaho, to wit:

Township 17 North, Range 1 West, Boise Meridian:

Section 25: SW¹/₄NE¹/₄, S¹/₂NW¹/₄, S¹/₂

Section 26: SE¹/₄NE¹/₄, E¹/₂SE¹/₄

← Same as Homestead

Together with all water, water rights, ditches and ditch rights,
including but not limited to a 54 inch adjudicated water right
in Mill Creek, 50 shares of stock in East Fork Ditch Co.,
Ltd., and water rights under Flood Control District No. 3 of
the State of Idaho.

Together with a 99 head grazing permit on U. S. Forest.

Subject to existing easements for roads, highways, ditches,
canals, laterals and power and transmission lines.

Subject to exceptions and reservations contained in patents
from the United States.

This Deed is given as a Correction Deed to an incorrect description
heretofore set forth in that certain Deed dated the 20th day of
October, 1972, and recorded on the 24th day of October, 1972,
in Book 29 M at Page 645, as Instrument No. 50891, in the office
of the County Recorder of Adams County, Idaho, and revokes that
Deed heretofore given as above set forth.

What
does
this
mean?

→ No One will tell us what this means..
Both attorneys and IDWR won't tell us
(underlined in Red)
WHY??

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all improvements, water and water rights appurtenant thereto or reasonably necessary to the use of the real property, and the rents, issues and profits thereof.

To HAVE AND TO HOLD the said premises together with the appurtenances thereto unto the party of the second part, as community property, and to the heirs and assigns of the second party forever.

The parties of the first part, for themselves and for their heirs, executors and administrators, do hereby covenant to and with the party of the second part, and with the heirs and assigns of second party, that they are lawfully seized in fee simple of said premises, that they are free from all encumbrances, and that they will and their heirs, executors and administrators shall warrant and forever defend the title thereto against all lawful claims and demands whatsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand(s) and Seal(s) this 11th day of November, 1972.

WITNESSES:

Frank L. Schwartz [SEAL]
(Husband)

Anna F. Schwartz [SEAL]
(Wife)

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF Washington

On this 11th

day of November

, 1972, before me, a Notary Public in

and for said County and State, personally appeared FRANK L. SCHWARTZ

and ANNA F. SCHWARTZ

, his wife, to me known to be the identical indi-

vidual(s) described in and who executed the within and foregoing instrument and whose name(s) are subscribed thereto, and acknowledged to me that they signed, sealed and executed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

J. Stanley Harrison
Notary Public in and for the State of Idaho
Residing at Weiser, Idaho
My commission expires: January 9, 1973



Recorded in ADAMS

County, Idaho, on Nov. 17, 1972

, in Book 29 M

at Page 677

Marie McFadden, Recorder

Marlene Harrington, Deputy



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

March 20, 2024

Page 6-18

Warrant Deed

Instrument No. 76119

For value received, Albert Ratcliff and Shirley Ratcliff, husband and wife, the grantors, do here by grant bargain, sell and convey onto Gary Hansen, a single man. Section (26) etc. etc. No mention of any water on Deed. However, he receives 7 Shares of East Fork Ditch Co. Stock. Dated October 19, 1979.

As the years go by Mr. Hansen decides to sell his Section (26). He finds a buyer however the new buyer finds out Section (26) is land locked. As luck would have it, he approaches Mr. Larry Smith whose property borders Section (26). The South side of his property is like a swamp.

They make a deal the new owner to be is Mr. Dail Cox, he will give 2 Shares of EFD Co. Stock to Mr. Larry Smith for a 30' wide Deeded right away into Section (26).

They both approach Mr. Hansen with the deal they made, and Mr. Hansen agrees with it. So, on May 9, 1997 the deal is recorded.

Mr. & Mrs. Smith on May 9, 1997 Deeded over a 30' wide right a way to Mr. Hansen. Instrument # 91953. Instrument # 91954 May 9, 1997 Mr. Hansen sells Section (26) to Mr. & Mrs. Cox. Mr. Larry Smith got his 2 Shares of stock in EFD Co.

Sorry to say Mr. Cox ends up with a divorce. Mr. Cox sells Section (26) to the Hunters, August 12, 2005. Instrument # 109717, with 5 Shares of EFD Co..

THE RANGE WAR IS COMING

I have included the Deeds. For Section (26) after Mr. Ratcliff was owner.

76114 2/11/71

WARRANTY DEED

For value received, ALBERT RATCLIFF and SHIRLEY RATCLIFF, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto GARY HANSEN, a single man, whose address is 2110 N. 1st St., Boise, Idaho 83745, the Grantee, the following described premises in Adams County, Idaho, to-wit:

A parcel of land located in Section 26, Township 17 North, Range 1 West of the Boise Meridian, and more particularly described as follows:

Commencing at the Section Corner common to Sections 25, 26, 35 and 36 of said Township;
thence North 00°00'00" 3,239.850 feet to the REAL POINT OF BEGINNING;
thence North 00°00'00" West 634.690 feet;
thence North 89°24'52" West 1,412.192 feet;
thence South 00°35'41" East 1,282.558 feet;
thence South 89°56'56" East 1,398.829 feet;
thence North 00°00'07" West 634.615 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH an easement for purposes of ingress and egress to the above described premises, said easement to be 30 feet in width, and to pass over the north edge of a parcel of real property situated adjacent and to the east of the above described premises, also in Section 25, Township 17 North, Range 1 West, Boise Meridian, and more particularly described as follows:

Commencing at the Section Corner common to Sections 25, 26, 35 and 36 of said Township;
thence North 00°00'00" 3,239.850 feet to the REAL POINT OF BEGINNING;
thence North 00°00'07" East 634.615 feet;
thence South 89°59'28" East 1,654.800 feet;
thence North 07°04'32" East 337.440 feet;
thence North 36°32'29" East 290.415 feet;
thence North 34°16'18" West 88.666 feet;
thence South 89°59'12" West 1,827.410 feet to the REAL POINT OF BEGINNING, the north edge of the said easement being the north boundary of the said and described servient tenement (i.e. that parcel of land over which the said easement passes).

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the Grantee that the said premises are free from all encumbrances.

and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 19 day of October, 1979.

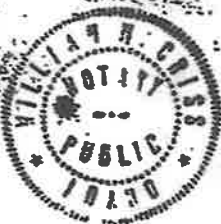
Albert R. Ratcliff
ALBERT RATCLIFF

Shirley Ratcliff
SHIRLEY RATCLIFF

STATE OF IDAHO)
County of Adams) ss.

On this 21 day of October, 1979, before me, a Notary Public in and for the State of Idaho, personally appeared ALBERT RATCLIFF and SHIRLEY RATCLIFF, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



William H. Criss
Notary Public for Idaho
Residing at Conrad Idaho

INSTRUMENT NO. 76119

State of Idaho }
County of Adams } ss.

Filed for record at the request of
Gary Hansen

01 min. past 2 o'clock P.M.
this 11 day of August, 1988
Bk 41N of Deeds Pg 153

MICHAEL FISK RECORDER

by Janice D. Fisk
Fee \$ 6.00 Deputy

WARRANTY DEED
Albert & Shirley Ratcliff
to
Gary Hansen
October 21, 1979

INSTRUMENT NO. **31953**

PAGE **1** OF **1**
WARRANTY DEED

(Recorded to Correct Legal Description)

For Value Received, **LARRY SMITH and CONNIE SMITH, husband and wife**

the grantors, do hereby grant, bargain, sell and convey unto
GARY HANSEN, a single man

the grantee, whose current address is, **430 Riverfront Drive, Parker, AZ 85344**

the following described premises, in Adams County, Idaho, to-wit:

A parcel of land situated in Section 26, Township 17 North, Range 1 West of the Boise Meridian, Adams County, Idaho, and more particularly described as follows:
The South 30 Feet of N1/2SW1/4NE1/4.

Grantee agrees to provide a cattle guard at each end of the above described property as needed to control livestock. In addition, Grantee will take all reasonable care to not restrict affected drainages with culverts as needed when Grantee constructs a road in the above described property

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantee his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all encumbrances excepting for all easements of record, rights of way, matters visible, and all matters of record and title.

and that they will warrant and defend the same from all lawful claims whatsoever.

Date: May 9, 1997

Larry Smith
LARRY SMITH

Connie Smith
CONNIE SMITH

Larry Smith

STATE OF Idaho
COUNTY OF Adams

On this 9th day of May, in the year of 1997, before me a Notary Public, personally appeared
LARRY SMITH & CONNIE SMITH
known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same

Julie E. Wilson
Notary Public
Residing at Council, Idaho
Commission expires: 5-27-98

STATE OF IDAHO, COUNTY OF ADAMS
I hereby certify that this instrument was filed for record
at the request of **Timberline Title & Escrow**

at 06 minutes past 9 o'clock AM.
this 19 day of May, 19 97, in my
office, and duly recorded in Book
of Deeds at page

Michael Fisk
MICHAEL FISK
Ex-Officio Recorder

Deputy
Deputy

Fees \$3.00
Mail to: Timberline Title & Escrow

In Deed 91953 Larry Smith to
Gary Hansen

Larry Smith Deeded to Mr. Hansen
a strip of his land so that Mr. Hansen
could reach his property from
Spring Creek Lane as it was land
locked for Two (2) shares of East
Fork Ditch Water from Mr. Hansen's
original seven (7) shares of stock.

I don't believe that any rational
thinking person would make such
a deal if he was not assured that
water was indeed coming his way.

INSTRUMENT NO. **91954**
PAGE **1** OF **2**
NOTARITY DEED

For Value Received, GARY B. HANSEN, aka GARY HANSEN, a single man
the grantor, does hereby grant, bargain, sell and convey unto
DAIL ROBERT COX and SHIELA FAYE COX, husband and wife
the grantees, whose current address is, 3780 E. Overland, Meridian, ID 83642
the following described premises, in Adams County, Idaho, to-wit:
SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF.

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantees
their heirs and assigns forever. And the said Grantor does hereby covenant to and with
the said Grantees, that he is the owner in fee simple of said premises; that they
are free from all encumbrances excepting for all easements of record, rights of way,
matters visible, and all matters of record and title.
and that he will warrant and defend the same from all lawful claims whatsoever.
Date: May 9, 1997

Gary B. Hansen
Gary B. Hansen, aka Gary Hansen

STATE OF Arizona, ss
COUNTY OF La Paz

On this 5 day of May in the year of 1997, before me
a Notary Public, personally appeared
GARY B. HANSEN, aka GARY HANSEN
known or identified to me to be the person whose name
is subscribed to the within instrument, and acknowledged
to me that he executed the same

Michael W. Penn
Notary Public
Residing at Parker, AZ
Commission expires:



#97-203

STATE OF IDAHO, COUNTY OF ADAMS
I hereby certify that this instrument was filed for record
at the request of Timberline Title & Escrow

at 07 minutes past 9 o'clock A.M.
this 19 day of May 1997, in my
office, and duly recorded in Book
of Deeds at page

MICHAEL FISK

Ex-Officio Recorder

By: Leahy Pinal
Deputy

Fees \$ 6.00
Mail to: Timberline Title & Escrow

INSTRUMENT NO. 91954

PAGE 2 OF 2

EXHIBIT "A"

PARCEL 1

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 26: A parcel of land more particularly described as follows:

Commencing at the Section Corner common to Sections 25, 26, 35 and 36 of said Township;

Thence North 00°00'00" West 3239.850 feet to the REAL POINT OF BEGINNING;

Thence North 00°00'00" West 634.690 feet;

Thence North 89°24'52" West 1412.192 feet;

Thence South 00°35'41" East 1282.558 feet;

Thence South 89°56'56" East 1398.829 feet;

Thence North 00°00'07" West 634.615 feet to the REAL POINT OF BEGINNING;

PARCEL 2

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 26: A parcel of land more particularly described as follows:

The South 30 feet of N1/2SW1/4NE1/4.

WARRANTY DEED

For Value Received, DAIL ROBERT COX, as his sole and separate property the grantor does hereby grant, bargain, sell and convey unto JEFFREY B. HUNTER and SUSANNE E.B. HUNTER, husband and wife the grantees, whose current address is P.O. Box 826, Council ID 83612 the following described premises, in Adams County, Idaho, to-wit:

SEE ATTACHED EXHIBIT 'A' MADE A PART HEREOF

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby cov and with the said Grantees, that they are the owners in fee simple of said prem they are free from all encumbrances excepting for all easements of record, righ matters visible, and all matters of record and title and that he will warrant a the same from all lawful claims whatsoever.

Date: August 12, 2005

Dail Robert Cox
DAIL ROBERT COX

Instrument # 109717

COUNCIL, ADAMS, IDAHO

2005-08-18

11:10:08 No. of Pages: 2

Recorded for: TIMBERLINE TITLE & ESCROW

MICHAEL FISK

Fee: 5.00

Ex-Officio Recorder Deputy

Index to: DEED

STATE OF Idaho)
COUNTY OF Ada) ss

On this 12th day of August, in the year of 2005, before me, a Notary Public in and for said State, personally DAIL ROBERT COX known or identified to me to be the person(s) whose name(s) is/are subscribed to the withi and acknowledged to me he executed the same.



Michael L. Sautebin
Notary Public
Residing at: Boise, ID
Commission expires: 9-20-2010

EXHIBIT "A"

PARCEL 1

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 26: A parcel of land more particularly described as follows:

Commencing at the Section Corner common to Sections 25, 26, 35 and 36 of said Township;

Thence North 00°00'00" West 3239.850 feet to the REAL POINT OF BEGINNING;

Thence North 00°00'00" West 634.690 feet;

Thence North 89°24'52" West 1412.192 feet;

Thence South 00°35'41" East 1282.558 feet;

Thence South 89°56'56" East 1398.829 feet;

Thence North 00°00'07" West 634.615 feet to the REAL POINT OF BEGINNING;

PARCEL 2

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho

Section 26: A parcel of land more particularly described as follows:

The South 30 feet of N1/2SW1/4NE1/4.



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

March 20, 2024

Page 7-18

Now for Section (25).

It appears a lot of the Deeds here in Adams County go through a Notary Public, before they get registered with the County. The following is an example:

WARRANTY DEED No. 57390

The following is way over my pay scale, Albert Ratcliff to Gary R. and Ellen Armacost, May 3, 1978. No mention of any East Fork Water.

I have included Deeds # 57390 plus Mr. Hills, 3 Pages, and Ms. Owens.

Looking over some of the Deeds it appears that the Armacost are getting divorced. If you wish to see the other Deeds they are in our Binder, that IDWRs down loaded into their computer. It appears that Ms. Ellen Armacost came in to a lot of different Deeds.

During this time frame Mr. & Mrs. Hill purchased Section (25), Instrument # 75752 Dated April 27, 1988, Fraudlently using Ms. Armacost friendship, when he made out his own Deed taking all the Water, for both Sections, (25) & (26) Plus EFW.

Of all the Deeds from The Homestead, to the present, The Hills Deed is the most accurate. Even on the Deed, Greed got in the way they stated 41 shares of EFD. In reality it should have been 23 shares of EFD the other two shares were for some legal work for Section (25). 54" Decreed and Adjudicated water from Mill Creek. To be fair it should have been 27" to each Section (25) & (26). Mr. Hill also used a Notary Public, for Deed # 130096 and when Mr. & Mrs. Hill sold their Section (25) to Ms. Owens they reverted back to the old Deeds, using a Notary Public. I wonder Why ?

I have included a packet how the Payette National Forest got involved, from Binder.

THIS INDENTURE, Made this 3rd day of May

in the year of our Lord one thousand nine hundred and seventy-eight

between ALBERT R. RATCLIFF and SHIRLEY M. RATCLIFF, husband and wife, presumptively as community property and NORMA J. RATCLIFF, a divorced woman, as tenants in common between the communities.

State of the parties of the first part, and

GARY R. ARMACOST and ELLEN M. ARMACOST, husband and wife

of Council County of Adams

State of Idaho the parties of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION--DOLLARS,

lawful money of the United States of America, to them in hand paid by the

said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained

and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties

of the second part, and to their heirs and assigns forever, all the following described real estate,

situated in Adams County

State of Idaho, to wit:

Township 17 North, Range 1 West, Boise Meridian. A parcel of land located in Sections 25 and 26, more particularly described as follows:

Commencing at the Section Corner common to Sections 25, 26, 35 and 36 of said Township, Thence North 89°58'09" East 492.22 feet to the REAL POINT OF BEGINNING:

Thence North 30°32'25" West 528.538 feet;
 Thence South 86°11'22" West 84.542 feet;
 Thence North 20°01'34" West 246.534 feet;
 Thence North 40°16'14" West 150.801 feet;
 Thence North 76°27'08" West 727.116 feet;
 Thence North 02°18'59" East 304.673 feet;
 Thence North 59°01'51" West 330.345 feet;
 Thence South 33°34'35" West 186.419 feet;
 Thence North 58°39'19" West 130.779 feet;
 Thence South 67°19'54" West 170.376 feet;
 Thence North 00°35'41" West 1,333.387 feet;
 Thence South 89°56'56" East 1,398.829 feet;
 Thence South 89°59'28" East 1,685.033 feet;
 Thence South 07°04'32" West 82.920 feet;
 Thence South 27°46'32" East 282.780 feet;
 Thence South 29°55'06" West 334.100 feet;
 Thence South 00°35'06" East 17.490 feet;
 Thence South 89°59'38" East 541.940 feet;
 Thence South 00°18'13" East 1,317.413 feet;
 Thence South 89°58'09" West 899.714 feet;
 Thence South 00°33'50" West 646.374 feet;
 Thence South 89°58'09" West 797.527 feet to the REAL POINT OF BEGINNING.

Together with all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging, including, but not limited to 54 inches of Mill Creek Irrigation Water.

No mention of E/F.

57390

5/3/78

includes

Fulke, pt. Russell

4 Herman

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and penceable possession of the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their 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.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

_____ [Seal]
_____ [Seal]
_____ [Seal]
_____ [Seal]

On this 3rd day of May in the year 1978, before me
the undersigned, a Notary Public

in and for said State, personally appeared ALBERT R. RATCLIFF and SHIRLEY M. RATCLIFF, husband and wife, and NORMA J. RATCLIFF, a divorced woman

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.



Residing at Weiser Idaho.

WARRANTY DEED

FOR VALUE RECEIVED, ELLEN M. ARMACOST, Trustee or Successor Trustee of the Ellen M. Armacost Family Trust Agreement dated the 6th day of March, 1987, of 7392 South 2000 East, Salt Lake City, Utah 84121, Grantor, hereby conveys, grants and warrants to THOMAS L. HILL and JANICE L. HILL, husband and wife, of HC 62 Box 1360, Council, Idaho 83612, Grantees, the following-described real property located in the County of Adams, State of Idaho, more particularly described as follows, to-wit:

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho: **Sections 25 and 26:** A parcel of land more particularly described as follows:

Commencing at the **Section Corner common to Sections 25, 26, 35 and 36;**

Thence North 89°58'09" East 492.22 feet to the REAL POINT OF BEGINNING;

Thence North 30°32'25" West	528.538 feet;
Thence South 86°11'22" West	84.542 feet;
Thence North 20°01'34" West	246.634 feet;
Thence North 40°16'14" West	130.801 feet;
Thence North 76°27'08" West	727.116 feet;
Thence North 02°18'59" East	304.673 feet;
Thence North 59°01'51" West	330.345 feet;
Thence South 33°34'35" West	186.419 feet;
Thence North 58°39'19" West	130.779 feet;
Thence South 67°19'54" West	170.376 feet;
Thence North 00°35'41" West	1,333.387 feet;
Thence South 89°56'56" East	1,398.829 feet;
Thence South 89°59'28" East	1,685.033 feet;
Thence South 07°04'32" West	82.920 feet;
Thence South 27°46'32" East	282.780 feet;
Thence South 29°55'06" West	281.76 feet;
Thence South 89°58'09" West	577.36 feet;
Thence South 00°38'58" East	417.83 feet;
Thence North 89°58'09" East	179.69 feet;
Thence South 01°43'40" East	688.49 feet;

Thence South 00°37'56" West (formerly 00°33'50" West)
921.02 feet;

Thence South 89°58'09" West along the southerly boundary of Section 25 797.527 feet to the POINT AND PLACE OF BEGINNING.

EXCEPTING county road as now established.

Together with all water rights appurtenant to the real property including forty-one (41) shares in East Fork Ditch and fifty-four inches (54") adjudicated in Mill Creek, all as evidenced by Water Right No. 67-0126, 67-0127, and 67-0362, all on file with the Idaho Department of Water Resources.

Together with any and all tenements, hereditaments and appurtenances thereunto belonging or used in connection therewith.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that it is the owner in fee simple of said premises; that it is free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever.

DATED This 23rd day of April, 1988.


Ellen M. Armacost, Trustee or Successor
Trustee of the Ellen M. Armacost Family
Trust

STATE OF ~~IDAHO~~

COUNTY OF ~~ADAMS~~

SS.

On this the 23 day of April, 1983, before me a Notary Public, personally appeared ELLEN M. ARMACOST, known or identified to me to be the Trustee or Successor Trustee of the Ellen M. Armacost Family Trust, the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same for and on behalf of The Ellen M. Armacost Family Trust.

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



Nelson B. Jensen
Notary Public for Idaho
Residing at: Salt Lake
My Commission Expires: 2-1-92

Mail Deed and Tax Notices to: Thomas L. and Janice L. Hill
HC62 Box 1360
Council, Idaho 83612

INSTRUMENT NO. 75752

State of Idaho }
County of Adams } ss.

Filed for record at the request of

Adams County Abstract

45 min. past 2 o'clock P.M.

27 day of April, 1988

BK 41M of Deeds PG. 038

MICHAEL FISK RECORDER

by Michael Fisk Deputy
Fee \$ 9.00

WARRANTY DEED

Ellen M. Armacost, Trustee of Ellen A. Armacost
Family Trust Agreeemer

to

Thomas L. & Janice L. Hill

1130096

WARRANTY DEED

COUNCIL, ADAMS, IDAHO
10-5-2016 02:16:00 PM No. of Pages: 2
Recorded for: TIMBERLINE TITLE & ESCROW
SHERRY WARD Fee: 13.00
Ex-Officio Recorder Deputy
Index to: DEED

9/30/1

For Value Received, THOMAS L. HILL and JANICE L. HILL, husband and wife

the grantors do hereby grant, bargain, sell and convey unto
JORDAN R. OWENS, an unmarried woman
/aka JORDAN RAE OWENS

the grantee, whose current address is 530 Foothill Drive, Baker City, OR 97814

the following described premises, in Adams County, Idaho, to-wit:

SEE ATTACHED EXHIBIT 'A' MADE A PART HERETO:

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantors hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all encumbrances excepting for all easements of record, rights of way, matters visible, and all matters of record and title and that they will warrant and defend the same from all lawful claims whatsoever.

Date: September 30, 2016

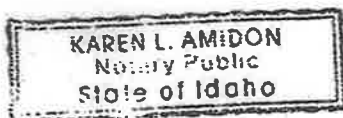
Thomas L. Hill
THOMAS L. HILL

Janice L. Hill
JANICE L. HILL

[Handwritten initials]

STATE OF Idaho,
COUNTY OF Adams; ss

On this 30th day of September, in the year of 2016, before me, a Notary Public in and for said State, personally appeared THOMAS L. HILL and JANICE L. HILL known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me they executed the same.



#16-1235

Karen L. Amidon
Notary Public
Residing at: Cambridge ID
Commission expires: 6-26-2021

EXHIBIT 'A'

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho, being a portion of Sections 25 and 26 more particularly described as follows:

Commencing at the Section corner common to Sections 25, 26, 35 and 36;

Thence North $89^{\circ}58'09''$ East 492.22 feet to the REAL POINT OF BEGINNING;

Thence North $30^{\circ}32'25''$ West 528.538 feet;

Thence South $86^{\circ}11'22''$ West 84.542 feet;

Thence North $20^{\circ}01'34''$ West 246.634 feet;

Thence North $40^{\circ}16'14''$ West 130.801 feet;

Thence North $76^{\circ}27'08''$ West 727.116 feet;

Thence North $02^{\circ}18'59''$ East 304.673 feet;

Thence North $59^{\circ}01'51''$ West 330.345 feet;

Thence South $33^{\circ}34'35''$ West 186.419 feet;

Thence North $58^{\circ}39'19''$ West 130.779 feet;

Thence South $67^{\circ}19'54''$ West 170.376 feet;

Thence North $00^{\circ}35'41''$ West 1,333.387 feet;

Thence South $89^{\circ}56'56''$ East 1,398.829 feet;

Thence South $89^{\circ}59'28''$ East 1,685.033 feet;

Thence South $07^{\circ}04'32''$ West 82.920 feet;

Thence South $27^{\circ}46'32''$ East 282.780 feet;

Thence South $29^{\circ}55'06''$ West 281.76 feet;

Thence South $89^{\circ}58'09''$ West 577.36 feet;

Thence South $00^{\circ}38'58''$ East 417.83 feet;

Thence North $89^{\circ}58'09''$ East 179.69 feet;

Thence South $01^{\circ}43'40''$ East 688.49 feet;

Thence South $00^{\circ}37'56''$ West (formerly $00^{\circ}33'50''$ West) 921.02 feet;

Thence South $89^{\circ}58'09''$ West along the Southerly boundary of Section 25, 797.527 feet to the REAL POINT OF BEGINNING.

Payette National Forest- Council Ranger District-Lappin Ditch Association Ditch Bill Questions

Page (1)

I am just wondering if by chance that Mr. Hill might have had some of his memory lapses when he used this charade that he has been using to convince folks he had the only Water Rights for M/C/W. I am also pondering if per chance working for the Payette Forest Mr. Hill might have had some inside help here also, just wondering.

Lappin Ditch Association

Notes

November 30, 2004

The Lappin Ditch Association was formed, at the suggestion of the FS, to facilitate issuing one Operation and Maintenance Plan (OMP) for a "Facility" instead of individual OMP's for the same facility.

Question: What Date would that be?

The earliest I can find that Lappin Ditch was formed is about three weeks after Mr. Hill found out he could no longer use our Section (26) anymore, dated 5/28/97. That's when he started **The RANGE WAR**, the L/D/ By-Laws do not mention any help from the FS. Someone must have given him some legal advice on how to start an Association, even though it is not a Registered Association within the State of Idaho. I believe. **He only formed his private L/D/A for Power, Greed and also for Control of all the Water.**

I have also enclosed two pages from the U.S. Department of Agriculture Instrument # 112263 I have the rest of the report if you wish to see it.

Page (2)

Whereby E/F/D/Co. has designated Mr. Hill the contact person for the FS, Dated March 1, 2006.

When the "The Lappin Ditch Association" was formed

Thomas Hill's water right for the Mill Creek Diversion was used for the Ditch Bill Application.

Question: What Ditch Bill Application would that be?

Since Mr. Hill has been so deceitful knowing full well ever since he purchased his Section (25) and knowing Mr. & Mrs. Armacost personally and purchasing his Section (25) from Ms. Armacost after her divorce that Section (26) also had the same Water Rights that he is calming as his alone.

It was assumed the other L/D/ Water users had Rights for the Water in this Ditch. [More Deceit] Mr. Hill knew that Section (26) also had the same Water Right as his

It was not known that the users were all part of the E/F/D/Co. and did not have individual Water Rights. [More Untruths]

We now Know

All of the L/D/ water users have water shares with and are part of the E/F/D/Co. Which is correct?

Now thanks to IDWR not worrying about smaller property owners, not my words but theirs and not doing their due-diligence and following The Idaho State Constitution, we find ourselves in this dilemma.

Page (3)

Because IDWR decided to Recommend that Mr. & Mrs. Hill can have all the Water that was Decreed and Adjudicated to both our Two Sections (25) & (26) before even Idaho was a State. Again I must ask

Where is The Equal Justice Under The Law?

The ironic part of all this is Mr. & Mrs. Hill no longer own Section (25). Here again, this is an excellent time for IDWR to quietly right a wrong and reclaim us our Constitutional Water Rights Section (26).

Water diverted from M/C, which enters the L/D belongs solely to Thomas Hill and is re-diverted off forest for use on his private property..

I guess when you have Historical water flowing in our E/F/D it doesn't matter that other folks who are also paying for their water can't have any either. Because Mr. Hill and his Cohort use the water wherever they like and no one cares.

M/C diversion for Thomas Hill WR # 67-0362 POD: T17N R1E Sec. 31 SWSW is not correct. **For the Water Right No. 67-362 to be correct it should read as follows and as The Homestead Stated The West half of the South West quarter of Section twenty five and the East half of the South east quarter of Section twenty six. Both The Decreed and Adjudicated Corner Section (25) SWNE and Section (26) SENE** which should put the Water Right back to its original Diversion point.

Authorization ID: CLL905
Contact ID: LAPPIN
Use Code: 916

INSTRUMENT NO. 111263

FS-2700-9a (08/04)
OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
Forest Service
AGRICULTURE IRRIGATION AND LIVESTOCK WATERING SYSTEM EASEMENT
Act of October 21, 1976, Act of October 27, 1986
(Pub. L. 99-545), 36 CFR 251, Part B

THIS EASEMENT issued this 1st day of March, 2006 by the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called the grantor, to East Fork Ditch Company, LTD., a corporation in the State of Idaho, hereinafter called the Holder.

The Holder has applied for an easement under Section 501 of the Federal Land Policy and Management Act of October 21, 1976, as amended by P. L. 99-545 (90 Stat. 2743; 43 U.S.C. 1761), for agricultural irrigation or livestock watering system facilities located on lands owned by the United States on the Payette National Forest, in the County of Adams, State of Idaho. The description of the authorized facilities is as follows:

Project Name: Lappin Water System

Location (legal description): Township 17 North, Range 1 East, Section 31,
Boise Principle Meridian

Description of Improvements: Diversion and Ditch

Upon acceptance of this easement the Holder relinquishes all right, title, and interest in and to any easement issued for the same lands by the United States by any previous grant or permit.

The United States does hereby grant, subject to valid existing rights, an easement for occupancy with water conveyance system facilities of lands shown on the map contained in Exhibit A, attached hereto and incorporated herein, as provided by the Holder and hereby accepted by the Authorized Officer.

This easement is issued subject to the following terms, provisions, and conditions applicable to the Holder, its permittees, contractors, assignees, and successors in interest.

1. Authorized Use. This easement authorizes only the right-of-way and water conveyance system facilities as constructed and operated on October 21, 1976, as specified herein.
2. Extensions or Enlargements. This easement does not authorize extensions or enlargements of the water conveyance system.
3. Fees. This easement is issued free of charge.

Instrument # 111263
COUNCIL, ADAMS, IDAHO
2006-03-09 09:30:32 No. of Pages: 3
Recorded for: FOREST SERVICE
MICHAEL PRK Fee: 24.00
Ex-Officio Recorder Deputy
Index to: EASEMENT

RK 12-5-2005
Checked as to acreage, description, and
condition of easement, and found to be correct.

4. Transferability. This easement is fully transferable provided the water conveyance system facilities are used for agricultural irrigation or livestock watering. The Holder shall notify the grantor within sixty (60) days of any address change or change in ownership.

5. Tenure. This easement shall continue for as long as the above described lands and water conveyance system facilities are used, operated, and maintained in accordance with the terms and conditions herein described.

6. Operation and Maintenance.

a. The Holder agrees to operate and maintain the facilities and use the authorized easement in accordance with applicable Federal, State, and local laws, regulations, and standards.

b. The Holder shall notify, consult with, and obtain concurrence of the grantor for operation and maintenance of the authorized facilities.

c. The Holder agrees to install and maintain an operable headgate at each diversion structure. Such headgate shall be capable of controlling the amount of water entering the system.

d. The Holder will not use fire or herbicides on the authorized right-of-way except as permitted in writing by the grantor.

e. The Holder shall designate an agent for contact on all matters related to this easement. The Holder hereby designates Lappin Ditch Association, contact person Thomas Hill, phone number 208-253-4306, Box 234, Council, ID 83612. In the event this agent no longer represents the Holders, a new agent will be designated and the Forest Service notified of this change.

f. Pursuant to the requirements of 36 CFR 251.56(b)(1)(v), the terms and conditions for operation and maintenance set forth in this section, and any operations and maintenance plan incorporated in this easement pursuant to paragraph (f) of this section, may be revised or modified by the authorized officer upon determination that:

1. Modification or revision of such terms and conditions is necessary to comply with the requirements of the Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq*) or applicable State or Federal law.

2. Terms and conditions contained herein are no longer needed to comply with the requirements of applicable State or Federal law.

g. The Holder agrees to operate and maintain the facilities and use the authorized easement in accordance with the attached operation and maintenance plan contained in Exhibit B.

7. Emergency Repairs.

a. Except for emergency repairs required to protect the environment, property of the United States, or public health and safety, the Holder may not use materials on National Forest System lands outside the easement prior to obtaining written authorization and paying for the materials to be used. The Holder's use of material within the easement is limited to maintenance of the water conveyance system facility.

Lappin Ditch Association

Notes

November 30, 2004

The Lappin Ditch Association was formed at the suggestion of the FS, to facilitate issuing one Operation and Maintenance Plan (OMP) for a 'facility' instead of individual OMP's for the same facility.

When the "Lappin Ditch Association" was formed,

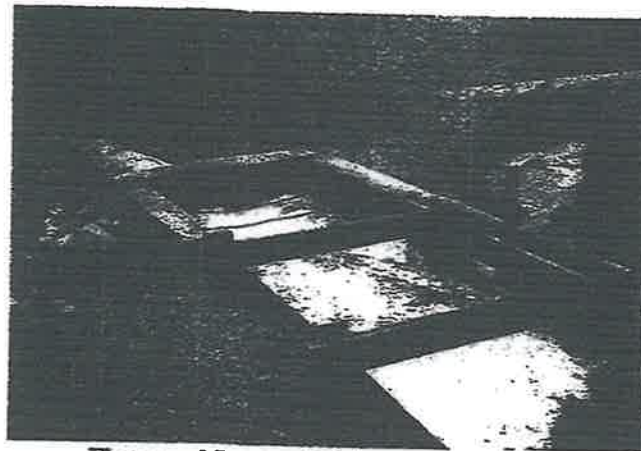
- Thomas Hill's water right for the Mill Creek Diversion was used for the Ditch Bill Application.
- It was assumed the other Lappin Ditch water users had water rights for the water in this ditch.
- It was not known that the users were all part of the East Fork Ditch Company and did not have individual water rights.

We now know:

- All of the Lappin Ditch water users have water shares with and are part of the the East Fork Ditch Company (EFDC).
- Water diverted from Mill Creek, which enters the Lappin Ditch, belongs solely to Thomas Hill and is re-diverted off forest for use on his private property.
- Mill Creek Diversion: Thomas Hill; WR: A67-0362; POD: T17N R1E Sec 31 SWSW

Lappin Ditch:

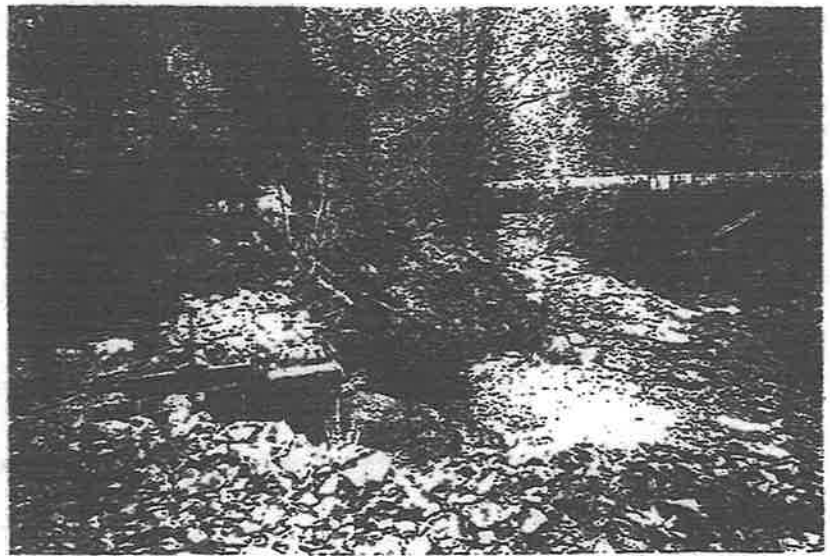
- The Lappin Ditch, is a *lateral* off the main East Fork Ditch (EFD) to allow E Fk Ditch users access to their water.



Flume and Lappin Ditch diversion

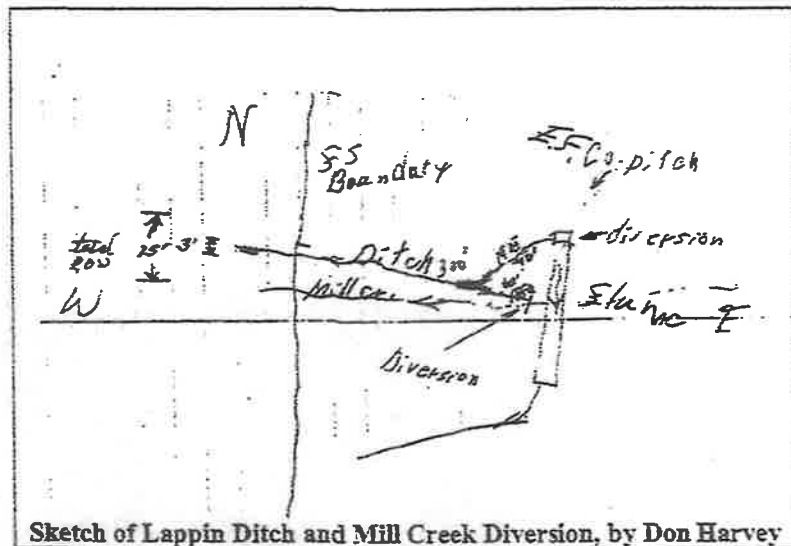
The way it works:

- To transport EFD water over Mill Creek, the ditch empties into a wooden flume to a metal culvert and back into a ditch. There is a head gate in the flume that diverts a small portion of EFD water into a lateral ditch (Lappin). The first part of the lateral ditch runs about 90', at this point water from Mill Creek is injected into Lappin Ditch.



Mill Creek Diversion (foreground); EFDC culvert across Mill Creek

- The Mill Creek Diversion begins about 60' above where it meets with the Lappin Ditch. The Lappin Ditch extends about 300' further to cross the Forest Boundary.



All of the Lappin Ditch Association users:

- Are members of the East Fork Ditch Company (EFDC)
- All Water Rights are owned by the EFDC.
- Use of EFD Water is based on the number of 'shares' owned by the user.
- The Lappin Ditch is used to deliver the following 'Users' their water shares.
 1. Don Harvey
 2. Thomas Hill
 3. Larry Smith
 4. Dale & Sheila Cox
 5. Carolyn Folke

The Lappin Ditch Association appears to be a very informal agreement between users. I spoke at length with Don Harvey about how duties were assigned with regard to ditch maintenance. It appears to be a "gentleman's agreement" among users as to who maintains the ditch. He has taken care of it for the past few years. Jill said the ditch has been in place for so long that it really resembles a stream. The banks are very stable and there is very little maintenance required to maintain the ditch.

- In essence, there really doesn't need to be an association, because all of the users will be covered under the East Fork Ditch Company's DB Easement.
- EXCEPT
- Thomas Hill and the Mill Creek Diversion. The Mill Creek Diversion was applied for under the Lappin Ditch Association.



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

March 20, 2024

Page 8-18

I have tried to get most of the legal information into a chronological order.

Mr. Larry Smith told my wife and myself how the **RANGE WAR GOT STARTED**

As long as Mr. Smith could remember water came down the Natural Drainage, Ditch, Cannel, whatever you want to call it, on down through our Section, and down through Mr. Smith's place, flowing in the Natural Drainage. The South side of Mr. Smith's property was like a swamp. During the Spring it was always overflowing its banks. Mr. Larry Smith knew that EFDW ran in the Natural Drainage after the spring runoff. However, Mr. Smith didn't know that Mill Creek Water was also flowing in the Natural Drainage augmenting EFDW at the same time flowing down his way. That fact for some reason was a well-kept secret up here even today.

Mr. Smith told us how Mr. Hill got permission to run some cows and raise alfalfa from Mr. Hansen Section (26) and use the water. Mr. Hill was personal friends with Schwartz, Ratcliff, Armacost. Larry told us that Armacost let Mr. Hill use his Section (25). Mr. Hill, according to Larry, was the head Honcho. He ruled almost everything. Mr. Hill and some of his cohorts started moving the water around filling in ditches making new ones to put more water on to Section (25).

Looking back on Page 6 is when the fuse was lit. Apparently several days after Mr. Cox the new owner of Section (26), informed Mr. Hill that Mr. Hill could no longer use Mr. Cox's Section (26), and that Mr. Cox wanted his half share of the Water. Apparently Mr. Cox knew about how the water shares were to be divided.

According to Mr. Larry Smith, {I wish he was still a live, he would have been able to give you a firsthand account of all this going on}. Apparently Mr. Hill almost went ballistic. Mr. Hill was very agitated. Larry said he was, "Really Pissed off." **Three weeks later.**



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

March 20, 2024

Page 9-18 + Insert (A)

THE RANGE WAR HAS STARTED

May 28, 1997 Mr. Hill starts THE LAPPIN DITCH ASSOCIATION. Mr. Hill is now in almost complete control of everyone using the LPD. Mr. Smith tells my wife and I that's when he found out about Mill Creek Water flowing in the LPD, a real and complete surprise.

Mr. Smith informed us how Mr. Hill moved his Corner Section (25) from the Decreed and Adjudicated Corner Sections for (25) & (26). Mr. Hill moved his Corner Section (25) about a thousand feet East to where he wanted it so Mr. Hill would have more water and most control of our Section (26)s water and Mr. Smith's water. Now with Mr. Hills old Section Corner moved, he was able to fill in the original Lappin Ditch where it emptied into the Natural Drainage and was able to reroute it out of the Natural Drainage into a new Ditch down and to his new corner section for almost all control of our water, and Mr. Smiths.

Please review hand drawn map, Lappin Ditch by Laws, along with photos.

Mr. Smith and myself have been told that there is a pipe under the ground with valve at the end of the original Lappin Ditch were by Mr. Hill or his cohorts can control the flow of water if needed. A good example is when Mr. Westra from IDWRs was here making his report.

I have included copy of Page 4. Photograph's 7. 8. (Lappin Ln. Ditch. Page 10). From Mr. Westra report from IDWRs. The Lappin Ditch cross Mr. Pringle property going from South to North where it empties into the Natural Drainage, down to our Section (26)

The complete report of Mr. Westra is in our Binder along with his photos and our rebuttal along with our Photos, before and after, Mr. Westra was here.

Hunter
Section #26

Roesner
Section #25

Original Corner
Sections
Decreed and Adjudicated

3ENE
NE SW

Filled in to Hawthorn

East Fork
(en14)

Mill Creek
East Fork

Mill Creek
East Fork

Hill's New
Rediversion
Point

Natural Drainage

Filled in

Hill
Section #25

Mr. Hill told us, "It's too difficult
to separate Mill Creek from East Fork
water because he has historical water
I'm just going to take it all, 2013

Lappin Lane

Lappin Ditch

East Fork & Mill Creek augmenting each other

ARTICLES OF ASSOCIATION
FOR THE
LAPPIN DITCH ASSOCIATION

ARTICLE I. Purpose

The purpose of this Association is to provide for repairs, improvements and maintenance of the Lappin Ditch for the distribution of Mill Creek and East Fork Ditch Company water and for the election of a ditch manager and board officers. The ditch extends from the point of diversions to the middle of Section 25, Range 1 W., T.17 N.

ARTICLE II. Applicable Laws

This Association shall be governed by the provisions of Chapter 12, Title 42 and Sections 42-907 through 42-911, Idaho Code.

ARTICLE III. Annual Meeting

The Association shall hold an annual meeting between January 1st and the second Monday in March of each year, upon ten days' notice by mail to all members from the Secretary-Treasurer; provided that if for any reason the Secretary-Treasurer should fail to call the meeting, the annual meeting shall be held on the second Monday in March of each year. Special meetings may be called by majority action of the Board of Directors upon ten day's notice by mail to all members from the Secretary-Treasurer.

ARTICLE IV. Voting

Voting shall be by majority vote by the water users present unless one or more water users request voting by shares. If so requested, each water user shall be entitled to one vote for each share of stock each water user holds in the East Fork Ditch Company and for each adjudicated inch of Mill Creek water. The term "water user" shall be understood to include the owner of the land on which the water is used or any tenant or other person in possession or control of such premises.

ARTICLE V. Officers and Manager

The Association shall annually elect a Chairman, Vice-Chairman and Secretary-Treasurer, which officers shall constitute the Board of Directors of such Association, who shall hold office for one year and until their successors are elected and qualified. The Association at the annual meeting shall also elect a Manager for the succeeding irrigation season and fix the compensation of said Manager. Such Association may, by majority vote, adopt rules and regulations for the management of said ditch, determine a payment schedule for the upcoming year, and may do any or all things not in conflict with the provisions of the laws of this state as identified in Article II.

ARTICLE VI. Repairs and Maintenance Assessments

Immediately after the annual meeting, the Board of Directors and the Manager, and other interested water users shall make an examination of the ditch, headgates and other structures, and make an estimate of the cost of necessary repairs, improvements and maintenance for the succeeding season. The total cost of such maintenance and repairs and compensation for the Manager shall be assessed to each water user using a base charge plus a cost per share. On or before the 1st day April in each eyar the Secretary-Treasurer shall notify each water user of the amount assessed against him or her, and the same shall be due and payable on the 15th day of April and if not so paid on or before the 15th day of October a penalty of 10% shall be added thereto. The total amount due shall then draw interest at the rate of 10% per annum from said 15th day of October until paid. No water user shall be entitled to demand or receive water from said ditch whenever such assessment is due and unpaid, and the Manager shall not distribute water to such water user except upon order of the Board of Directors. The Secretary-Treasurer shall collect all assessments and shall keep the funds in a checking account in the name of the Association and shall draw checks theron to pay the costs and expenses of the management of said ditch upon order of the Board of Directors.

Donald E. Harvey
Signature

Thomas L. Hill
Signature

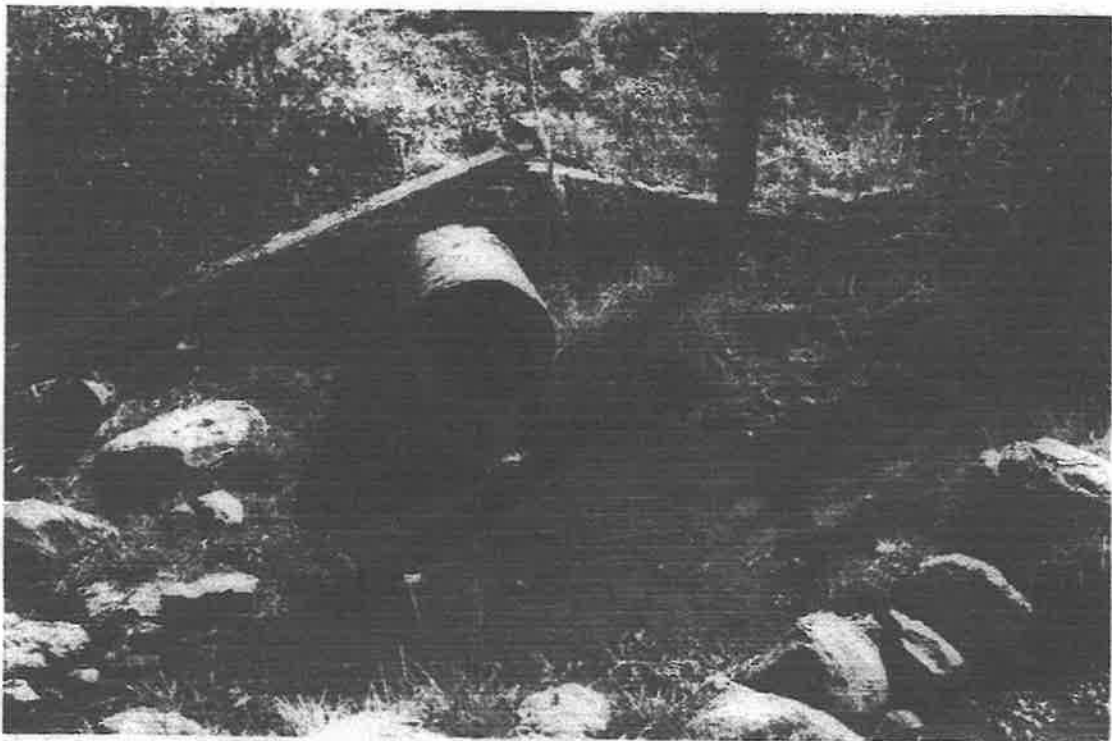
Glenn M. Kline
Signature

5/28/97
Date

Page 4. Photographs



7. Lappin Ditch flow at the Pringle driveway culvert



8. Lappin Ln. Culvert Outlet (re-diversion). Significant water loss between Pringle culvert and this point.



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

March 20, 2024

Insert Page # 9 (A)

Reviewing Mr. Pringles DEED Instrument # 115609 It does not mention anything about making a 90 degree turn to the left to coincide, with Mr. Hills new Corner Section. However, Mr. Pringles DEED does coincide with the Lappin Ditch Association by Laws. Where by the Ditch extends to The Natural Drainage. My understanding is that IDWRs. does not record or register ditches. With that said is there any Statutes that would allow someone to fill in a Natural Drainage, for there own personal Greed.

As I am sure that you know that there are Natural Drainages all over the World, for the removal of Water. If you could picture going back over a hundred years ago when there was no paved roads or manmade culverts, or pipes, and few houses. Folks, back then one could imagine would use any way they could to move their water that was available to them. A Natural Drainage would be one of them.

Mr. Pringle sold his property to a Mr. & Mrs. Chris Nelson in June 2018. My wife and I along with a friend, in the Spring of 2020 we drove up to their home, and introduced our selves to Mr. Nelson. We explained how we were having trouble getting our water. Mr. Nelson told us that he was not happy about the water either. It seems that the water is crossing his road and flowing down towards Lappin Ln., and Mr. Hill's new Corner Section causing damage to his road. He also told us that he has complained about it, nobody seems to care. We told him that we are trying to Solove that problem as well by reopening the ditch so it would drain into the Natural Drainage as it was designed to do. However, it's going to take some time.

The picture of Mr. Smith standing there to his back is about 50 from the Natural Drainage. The two big rocks to his left and the third little rock to his left is approximately where the Lappin Ln. has been filled in completely towards the Natural Drainage.

WARRANTY DEED

For Value Received, ANNA PETERSEN, a widow

the grantor does hereby grant, bargain, sell and convey unto
ROBERT G. PRINGLE, a married man as his sole and separate property

the grantee, whose current address is P.O. Box 494, Council, ID 83612

the following described premises, in Adams County, Idaho, to-wit:

SEE ATTACHED EXHIBIT 'A' MADE A PART HEREOF

TO HAVE AND TO HOLD THE said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that she is the owner in fee simple of said premises; that they are free from all encumbrances excepting for all easements of record, rights of way, matters visible, and all matters of record and title and that she will warrant and defend the same from all lawful claims whatsoever.

Date: NOVEMBER 28, 2007

Anna Petersen
ANNA PETERSEN

Instrument # 115609

COUNCIL, ADAMS, IDAHO

2007-11-29

02:38:22 No. of Pages: 2

Recorded for : TIMBERLINE TITLE & ESCROW

SHERRY WARD

Ex-Officio Recorder Deputy

Index to: DEED

STATE OF Idaho,
COUNTY OF Adams : ss

On this 28th day of November, in the year of 2007, before me, a Notary Public in and for said State, personally appeared ANNA PETERSEN known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me she executed the same.



#07-591

Karen L. Amidon
Notary Public

Residing at: Cambridge, SD

Commission expires: 6-26-2009

EXHIBIT 'A'

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 25: A parcel of land located in the S1/2 more particularly
described as follows:

Commencing at the East quarter corner of Section 25, thence S 89°
02'55" W., 1,290.652 feet to the REAL POINT OF BEGINNING;

Thence S 00° 08'52" E., 632.13 feet;

Thence N 89° 59'38" W., 2,206.41 feet;

Thence N 00° 35'13" W., 17.49 feet;

Thence N 29° 55'06" E., 334.10 feet;

Thence N 27° 46'32" W., 282.78 feet;

Thence N 07° 04'32" E., 84.57 feet;

Thence S 89° 45'14" E., 2,159.71 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a right of ingress and egress over the
existing roadway more particularly described as follows:

Commencing at the Southwest corner of the NE1/4SW1/4 of Section 25,
T17NRIWEM;

Thence N 00° 51'43" E., 219.26 feet to the REAL POINT OF BEGINNING;

Thence N 65° 30'01" E., 404.26 feet;

Thence N 00° 35'13" W., 285.00 feet;

Thence N 29° 55'06" E., 334.10 feet;

Thence N 27° 46'32" W., 282.78 feet;

Thence N 07° 04'32" E., 408.19 feet;

Thence N 38° 32'29" E., 304.35 feet;

Thence N 34° 16'18" W., 625.13 feet;

Thence N 04° 49'40" E., 247.27 feet to a point on the North boundary
of the SE1/4NW1/4 of said Section 25.

May 2008





THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

March 20, 2024

Page 10-18

Mr. Hill had one more hurdle to finish, in order to have complete control of Section (26)s water, and Mr. Smith's, water. Mr. Hill made a deal with the property owner whose property our Section (26) borders to the East of ours and is part of Section (25), also the Natural Drainage flows through the property of owner,

Mr. Rosner, who by the way has no water rights. From where the Natural Drainage flows from under the Lappin Road for about 100' + or— with Hawthorn Growing on both sides of the Natural Drainage. The Natural Drainage was filled in from the end of the Hawthorn going West for about 700' down to the original Corner Sections for both Decreed and & Adjudicated corner Sections (25) & (26).

NOW Mr. Hill has complete control of Section (26)s Water, and Mr. Smiths Water. Plus, he has complete control of his phony Lappin Ditch Association.

In the meantime, Mr. Rosner gets to have a Catch Basin installed down in the Hawthorn out of sight so no one would know it's there, and piped over to his new pond. His neighbor sees water flowing down, another Natural Drainage past his house, talks Mr. Roesner into piping water from his pond to the neighbors, pond which over flows into the Natural Drainage, and down and through our property. I talked to Mr. Smith about them stealing our water, needless to say Mr. Smith is not happy, I am not happy either. However, we both came to the conclusion it's cheaper to let them steal our water, then start another RANGE WAR. I sent Mr. Rosner a letter informing him that they could continue taking our water, so long as they don't use the water for anything else but to keep their ponds full, and the over flow would continue to flow into the Natural Drainage. As luck would have it, the letter is somewhere in Computer land. I can't find it.



THE HUNTER RANCH

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March 20, 2024

Page 11-18

Our first Attorney called told us he was sitting up a meeting for September 9th 2009 Wednesday @ 10am, to discuss the water issues we were having. He also stated he would send out notices to everyone involved. It turned out at the last moment there was a mix up with our Attorney and IDWRs lack of communication between the two. We ended up having the meeting up on Lappin Ln. close to Mr. Hills so called new Section Corner, without IDWRs presents. During the meeting Mr. Roesner started waving his copy of our letter around saying, "I can't believe they are letting me keep their water." Needless to say, nobody seemed to be listening to him. Nothing of any value was accomplished that day.

Another mix up with our Attorney, it seems that our Attorney has been in contact with Mr. Westra. Apparently Mr. Westra was going to have another meeting up on Lappin Ln. again, Friday at 9:30am, September 18th 2009. We informed our Attorney that we could not make the meeting due to construction on our road. Also Mr. Smith was also not going to be there for the same reason. Apparently that information was not conveyed to Mr. Westra. Thursday September 17th 2009 we get a call from our Attorney. Would you please call Mr. Westra, and tell him my wife is having a baby, and I can't make the meeting. I called Mr. Westra office to try and talk to him. His secretary informs me that there is no way to get a hold of him. I asked doesn't he have cell phone and she told me no. I asked if he had voice mail and she said yes, so I left a message on his V/M, that our Attorney and the three of us would not be at the meeting.

I believe Mr. Westra in my opinion was hood-winked by the very folks that started this Gas Lighting in the first place. However, I was surprised and a little dismayed by Mr. Westra remark on page 2 of his report. "Sometimes when a property is sub divide proportionate water shares/rights are transferred to the new owner



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March 20, 2024

Page 12-18

with little thought of how the water will be delivered or regulated to the new property owner. The existing conveyance system and right-of-ways are no longer part or accessible to the smaller acreage owner.” **WHY?** Isn’t it IDWRs job to make sure the smaller acreage owner receives their water also. Seems like IDWRs is not following the Idaho State Constitution as Written, again. **WHY?** They are still citizens of Idaho, and they pay taxes. I will bet money if they don’t pay their taxes small acreage or not, someone from the State or County will be visiting them. Mr. Westra in my opinion, must have been confused. Our Section (26) was not being subdivide.

Mr. Westra had the meeting, and made his report. The Hunters along with Mr. Smith were not happy with his report. We made a rebuttal to his report, along with photos. Mr. Westra report along with our rebuttal is in our Binder.

Our Second Attorney informed us that it was a waste of time, and our money to try and get our CONSTITUTIONAL RIGHTS RESTORD, when dealing with IDWRs. He spent a lot of time looking for Case Laws, to try and get our East Fork Ditch Water restored. He informed us that if we gave him \$53,000.00 upfront in cash. He could get the Natural Drainage reopened from our Decreed & Adjudicated corner sections (25) & (26), up to the Hawthorn. When I asked him what about our water would we be getting our water also? He said No, that we would have to renegotiate, that problem.

You will also observer that I did not mention our two X-Attorneys names. In my humble opinion, they will be Judged by a Higher court in the future.



THE HUNTER RANCH

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THE RANGE WAR HAS STARTED

March 20, 2024

Page 13-18

In my humble opinion it's kind of ironic, that from the time Section Corners (25) & (26) were first Homestead, Certificate No. 1165 Dated May 20, 1862, Mr. Hill Hood-Winked the Idaho Department of Water Resources. **Mr. Hill Started THE RANGE WAR** because he was mad that he couldn't use Section Corner (26) Land or Water anymore after it was sold.

There didn't seem to be a problem with both M/C & E/F Water augmenting each other in the Lappin Ditch, and emptying into the Natural Drainage, when Mr. Hill was able to use all the Water.

May 28, 1997 Mr. Hill started the PHONY Lappin Ditch Association, and the incongruity of it all is IDWRs went along with it. Completely in my humble opinion ignoring **THE IDAHO STATE CONSITITUTION AS WRITTEN.**

ARTICLE XV WATER RIGHS

SECTION 4. CONTINUING RIGHTS TO WATER GUARANTEED, Through Successors.

Again, in my humble opinion. The following is how the scammed worked between East Fork Ditch Co. and IDWRs. When anyone had a water problem up here in Council with EFD Co., the complainant was told. Work it out with the other water user, or get in contact with IDWRs or find an Attorney to work it out. Most folks don't have the time or the money, so they just give up, and sell their water shares.

My complaint is different than the others in this way, mine is Constitutional.

Let me suggest this analogy with other state agencies, for example the State Police. If I go over the speed limit, and get pulled over I get a speeding ticket. How about Fish and Game. If I catch to many fish I get a ticket.



THE HUNTER RANCH

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March 20, 2024

Page 14-18

However, it's different with IDWRs. They have a little pamphlet called {Idaho Statutes Pertaining to Canals & Laterals} in order to have any of their statues enforced you must hire an Attorney, and take it to Court. Why?

From IDWRs. Pamphlet

Title 4

IRRIGATION AND DRAINAGE ----WATER RIGHTS and RECLAMATION

CHAPTER 1

APPROPRIATION OF WATER-----GENERAL

42-109. Change in Course of Ditch-----When prohibited.

When any ditch or canal has been constructed for purpose of conveying water,

{GOD made the ditch or canal or Natural Drainage or whatever you want to call it. His, intention was to remove water.} etc. etc.

One can surmise for more than 20 years this scam between EFD Co. and IDWRs using the phony Lappin Ditch Association, was just a lot of GAS LIGHTING. Not once that I can recall did either one admits or ever mention THE IDAHO STATE CONSTITUTION AS WRITTEN. Could it be perhaps IDWRs was misguided. When we knew that Mr. Hill had moved his Original Judged and Decreed Adjudicated Corner Section up the hill so he could have more water. I have been told by IDWRs that because Mr. Hill has historical water he could move or due anything he wants, with it. Can that be true? It looks like it might be, in 2013 Mr. Hill told us that because he had Historical Water he was just going to take it all. That it was too hard to separate Fork Ditch Water from his.



THE HUNTER RANCH

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March 20, 2024

Page 15-18 + Inserts A/B

So, Mr. Hill cut both Mr. Smith and the Hunters of our, Constitutional Water Rights. Since 2013 the Smiths and the Hunters have been paying for water we don't have and nobody cares.

In the meantime, both EFD Co., and IDWRs use the same excuse. You are under the Lappin Ditch Association, our hands are tied. {Please see out our letters back and forth to Mr. Spackman Dated October 27, 2018, because you have no way to get water down to your Section we can't help you}. You have to go to Court because of your neighbor cutting off your ditch. With all due respect to

Mr. Spackman my neighbor rerouted the Lappin Ditch for his own personal Greed. He then filled in the last 50' or so of the Lappin Ditch cutting off the Natural Drainage, whereby we received our water so he could have control of the Water.

My answer has been, it's not my neighbor who is at fault, It's IDWRs for not following the IDAHO STATE CONSITUTION AS WRITTEN. Long before my neighbor got Greedy.

WOULD THE AFOREMENTIONED BE TYRANNY?

Please review insert with Mr. Spackman.

ANOTHER HEADACHE

For several years it has been rumored that the diversion pipe from Mill Creek in to the Lappin ditch was broken or something was wrong with it. Having no water since 2013. A couple of friends and I decide let's walk from the flume where East Fork Water is diverted into the Lappin Water Ditch. [I Have inserted a picture of the diversion point. You will get an idea of how our water is shut off when ever the cabal wanted the water else, where.] to see if we can figure out what's really going on with the water. April 27, 2019 we walked down the Lappin Ditch to



THE HUNTER RANCH

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Mr. Gary Spackman (Director)
Idaho Department Water Resources
322 East Front Street P.O. Box 83720
Boise, Idaho 83720
October 27, 2018

Page 1 of 8

THANKS to Idaho Department Water Resources Recommendation we are now also known as

THE NO WATER RANCH

Dear Mr. Spackman,

Does IDWR still adhere to The Idaho State Constitution, Ref: Article XV Section 4 or does IDWR now conform to the incantation that our ex-attorney states in his last correspondence to us dated October 19, 2017 and I quote, "While Idaho has historically used the constitutional method of determining what land gets water if it is applied to a beneficial use, a judicial determination or constitutionally acquired water right under that system does not keep your predecessors in interest from conveying those water rights to another parcel through sale or other transfer." To give you an example of the new way of thinking when we asked our attorney what does Appurtenance and Forever meant, his response was, "Those are just attorney's words that really don't mean much anymore. Their main objective is in finding Case Laws that pertain to the issue and IDWR Statutes."

Please see our Hunter Ranch Binder that Mr. Saxton said he had scanned in note to us June 7, 2018. Being 76 and 78 respectively and finding ourselves repeating things and not being attorneys or professional writers, or even water gurus we are just two citizens trying to make it through life as peaceful as we can with our remaining years without all this turmoil, our Binder is what it is.

As paid Share Holders of the East Fork Ditch Company plus being one of (5) Landowners of the Phony Lappin Ditch Association and Vice President of the same up in Council Idaho, one of our members started off slowly over the years taking our Water, however, today he has taken all our Water.

Our neighbor Larry Smith and myself went to The East Fork Ditch Company and with no help from them, we were told that their responsibility stops at our Box # 1. We called your Boise Office, made an appointment for Tuesday October 28, 2008 to try and get help from your office with our Water dispute we were experiencing with our Neighbor. My wife and I along with Mr. Smith went to Boise for the meeting. We were shocked to find how unprepared we were. A few days later we received a correspondence from Mr. Saxton dated November 4, 2008. He informed us that he could not find any old Historical Water Rights from Mill Creek and Muir v Allison had none either for our property Section (26).

We corresponded back and forth with Mr. Saxton kindly answering my questions and me getting an Education from his knowledge with Water issues. Mr. Saxton mentioned again in his correspondence to us dated June 16, 2009, that we should hire an attorney. In response to a packet that I sent June 20, 2009 to Mr. Saxton, he also responded back on June 16, 2009 which is the wrong date. Larry Smith and I found some old Deeds that we sent to Mr. Saxton and one of the old Deeds Mr. Saxton referred to was, Warranty Deed identified by [Instrument No. 45137 dated December 6, 1956].

"...including 54 inches of Mill Creek with decreed priority 1886 and 50 shares of East Fork Ditch Co." The description of 54 inches with the 1886 priority matches the elements of Water Right 67-362. All 54 inches of 67-362 has been recommended in full to Janice and Tom Hill. Why, how is that possible?

Mr. Saxton went on to state in paragraph 3 "Despite that several of the Deeds you supplied do include SENE of Section (26), T17N, R1W, the 1918 description of the Decreed Water Right 67-362 does not." For your convenience I have enclosed a copy of Water Right 67-362 for you review. Using the same IDWR Water Right 67-362 that Mr. Saxton included dated June 23, 2009 how could Mr. Saxton come to the conclusion that our Section (26) did not meet the 1918 description but Section (25) did? How is that possible?

Using IDWR same water right 67-362 dated June 23, 2009, 2nd page top of page is a list of folks that have Decreed and Adjudicated Historical Water Rights, the first name is William Winkler and it looks as though they all were Successors. Scroll down to Charles Lappin and A.R. Felmley after Section (25) description "and the east half of the southeast Quarter of Section (26)," bottom of page dated July 24, 1996. Now look at the 3rd page starting with MILL CREEK, again starting with William Winkler and it looks as though they all are Successors. Scroll down to Charles Lappin and A.R. Felmley you will observe their Priority Date May 1, 1886, also at bottom of page dated July 24, 1996. Would you please go back to the first paragraph "The clearest description of the water right can be found on the warranty deed identified by [Instrument No 45137 dated December 6, 1956] The Deed refers to the Water Rights?" "The Deed also has the exact same Corner Section (26) as described above". The deed also refers to Successors as also witnessed by the previous Deed [Instrument No 29628 dated November 19, 1945] with the passing of Mr. Lappin's wife Catherine.

Mrs. Catherine Lappin the community status of her estate and the rights of Succession to her property and the estate was duly filed in this Court on the 10th day of October, 1945. Also it was Decreed and Adjudicated by the Court.

Second page, It is further Ordered, Adjudicated, and Decreed that by virtue of THE Laws of The State of Idaho Survivorship, and SUCCESSION to community property, the said Charles F. Lappin etc.etc.

The following Deeds [Instrument No 29628 dated November 19, 1945], Decreed and Adjudicated, [Instrument No 45137 dated December 6, 1956], Decreed and Adjudicated. [Instrument No 40713 dated December 12, 1960], Decreed and Adjudicated, [Instrument 50975 November 11, 1972] Adjudicated, all

have the same Corner Sections as IDWR original Water Right 67-362 dated June 2009 Even with all of the proceeding information we decided that we would hire an attorney like Mr. Saxton suggested for we were going nowhere with IDWR. It also became evident that neither IDWR nor East Fork wanted to get involved because of Mr. Hill's so called Lappin Ditch Association.

We hired an attorney as Mr. Saxton suggested, it took some time to find one, none of the attorneys that we talked to wanted to get involved with Mr. Hill and / or especially his Cohort. In fact we hired two attorneys and all they wanted was more Big Bucks' Both attorneys kept trying to find Case Laws that covered reopening The Natural Drainage that had been partially filled in [more on this later as we also learned more] we might as well forget any Historical Water because of Muir v Allison. Mr. Saxton has stated on more than one occasion that, "we have no Historical Water to our Section (26)". However, according to both attorneys if we give them The Real Big Bucks / Cash they would get us our Water, which we were not willing to do. As we have said from the very start, we don't want to SUE. Who is Right, the two ex-attorneys or Mr. Saxton?

Ten Thousand plus Dollars later and not being completely Senile, we decided if IDWR by the stroke of a pen could recommend that Section (25) could have all the Historical Water, even with Mr. Lappin's Priority date of May 1, 1886 that had already been Decreed and Adjudicated to both Sections (25) and (26) and which we now know that our Section (26) was not missed by Muir v Allison because of Mr. Lappin's Idaho State Constitutional Right of Succession. That IDWR has the power to just as easily by a stroke of a pen reinstate our Historical Water Rights to our Section (26). Wouldn't our Homestead Certificate Stipulate that Fact? References: The Homestead Certificate No. 1165 Application 2192 Dated May 20, 1862 and The East half of the South east quarter of Section (26) consisting of one hundred sixty acres, even before Idaho became a State July 3, 1890. Please read first page of our Historical Deed Section. Our Prayers are that we can stop all this malarkey that has been perpetrated on us and our Section (26) about how Muir v Allison missed our Idaho State Constitutional Historical Water Rights.

Hunter Complaint Report: To: Involved Parties From: J. Mr. Westra IDWR. October 8, 2009

Please see our Binder Section on Westra Report/Rep. IDWR and Rebuttal Part. Please then find Binder Section Hunter's Photos before Westra / after Westra. By the **photos alone** looking at the Photos before Mr. Westra's visit comparing them to the Photos Mr. Westra took while he was here, then compare the Photos after he left. You will see how Mr. Hill and his Cohort have been controlling both the Historical Water and E/F/W around here for years and how they Hoodwinked Mr. Westra with his report.

Page 2 Findings: Second paragraph marked in yellow, "I did not observe a defined ditch/stream to convey deliveries". [Mr. Westra is partially right there.] "The flow that was running from the culvert to into the NATURAL DRAW was appearing downstream stagnant on the Hill property."

Bingo, YIPPEE, YIPPEE, FINALLY A Representative, Mr. Westra from IDWR Recognizes that fact.

That's one of our main problems, how our Historical Water is being denied to us due to the fact that Mr. Hill and his Cohorts filled in THE NATURAL DRAINAGE as it comes out of the Hawthorn down to our Two Decreed and Adjudicated Corner Sections for (25) and (26). Mr. Hill and his Cohorts rerouted the original Corner Section to where it is now. Please see in Binder, under Aerial/Maps our hand made map.

Here then lies another **CONUNDRUM**, why would representatives from IDWR give Mr. Roesner permission to cover up not only the Natural Drainage but our Historical Water Delivery ROUTE? What is our recourse when Mr. Roesner is given permission from IDWR to go ahead and fill in The Natural Drainage because it's not Registered Ditch according to IDWR? Please read in our Binder Section [Intro/Truth] What Happened Truth, Justice, and The American Way. Then go to the Roesner Section, be sure and look at Photos.

When did The Payette National Forest Start Making Policy For IDWR?

Another Con and Falsehoods created by Mr. Hill when he Hoodwinked both the Feds. & IDWR.

Lappin Ditch Association

Notes

November 30, 2004

The first statement is False, the Lappin Ditch was Formed on May 28, 1997 about three weeks after Mr. Cox told Mr. Hill that he could not use Section (26) anymore. Mr. Hill from that moment on proceeded to take over **Complete Control of Mill Creek and East Fork--ALL THE WATER**, by creating this monster of Anger and Greed, through L/D/A. Please then review Article IV, Voting. [Original By-laws for L/D/A in Binder Section] The whole premise of this is report is filled with inaccuracies.

When the "Lappin Ditch Association" was formed:

Thomas Hill's water right for the Mill Creek Diversion was used for the Ditch Bill Application. Why would Mr. Hill go to P/N/F/ for a Ditch Bill Application? What would the application be used for, other than deceiving IDWR into getting their Blessing in July 16, 2005 to recommend that Mr. Hill can have all the Historical Water Rights? [IDWR Adjudication Claim Report dated July, 16, 2005, (2) pages]. My understanding is that Lappin Ditch already had an Implied Right dating back to when the Water Right was first developed.

It was assumed the other Lappin Ditch water users had water rights in this ditch. Mr. Hill knew that fact was true. Ref: [Instrument No 50975 dated November 11, 1972] the same one that Mr. Hill used for his Ditch Bill application. Not having The Historical information that you folks must have at your finger tips we were somewhat surprised from Mr. Saxton's correspondence back to us, Dated June 22, 2018. We can kind of sympathize with Mr. Saxton's dilemma and confusion if Mr. Saxton must go to your WEB site to gain accurate description of our Water Right 67-362. Instead of all that gibberish that he tried to

perpetrate on us by still referring to Muir v Allison. Both Sections (25) and (26) should have the same Water Right (67-362) would you not agree because according to our Predecessors-In-Interest had Suggested the same [Instrument No 265 dated May 16, 1903] and [Instrument No 5679 dated September 16, 1905] that both Sections (25) and (26) should be split evenly? Please read our Historical Deed Section in our Binder. Also as Mr. Saxton's correspondence states last paragraph about the confusion about different stages over a space of time. Plus probably not having an up to date or correct copy of IDWR Adjudicated Claim Report dated July 7, 2005 Water Right No 67-362, we can only use the one IDWR gave us. We are trying to prove that Mr. Hill was just a wee bit dishonest by using Albert Ratcliff as the Original Owner. By using Mr. Ratcliff instead of Ms. Armacost Mr. Hill could create an illusion in which he could make the case that he purchased his Section (25) some (10) years before our Section (26) was purchased.

It was not known that the users were a part of the East Fork Ditch Co. and did not have individual water rights: Another False Statement. [At this point I have to give you a little clarification of what has been going on here]. Also please read the Hill Subterfuge in Binder. It's sad to think and visualize that all the Section (26) property owners including us and our late friend and neighbor Larry before his passing, also had Deeded our Section (26) a road into our Section (26) for two shares of E/F/W, knew nothing about Historical Water Flowing in the Lappin Ditch and at the same time E/F/W was also flowing in the Lappin Ditch. That is true even today there are locals who still don't believe that M/C/W flowed in the L/D. All the Section (25) buyers knew that fact about Historical Water. For some reason when Mr. Ratcliff sold his Section (25) [Instrument No. 57390 dated May 3, 1978] he never made any mention of E/F/W either. Even still, when Ms. Armacost ended up with a lot of Deeds there is no mention of E/F/W. See the end of a couple of Ms. Armacost Deeds where someone typed in 41 East Fork Water Shares. When Mr. Hill became involved things changed he is the only one since the Homestead that had on the Deed, Water Right No 67-362 written on it. [Inside information?] More funny stuff from Mr. Hill, look at the New Deed when Mr. Hill sold Section (25) [Instrument No 130096 dated September 30, 2016] now compare the New Deed with Mr. Hill's old Deed [Instrument No 75752 dated April 23, 1983] what about M/C and E/F no Water Right 67-362 on Deed? Even though Mr. Hill sold his Section (25) in 2016 Mr. Hill is still Controlling All Water For E/F/ and M/C/ we have had no Water since 2013. Even after Mr. Hill, created this so called L/D/A/ which in not registered in The State of Idaho so we have been told. Amazingly with all this Skulduggery IDWR still gives the Grand Slam 41 Shares of E/F/W and IDWR recommends that, that Mr. Hill should also have all the Historical Water. **WOW!!!**

We now know: All of the Lappin Ditch water users have shares with and are part of the East Fork Ditch Company (EFDC).

What happened to the other L/P/D water user that indeed has Water Rights?

Water diverted from Mill Creek, which enters the Lappin Ditch, belongs solely to Thomas Hill and is re-diverted off forest [What happened To Implied Right] for use on his private property. Mill Creek Diversion: Thomas Hill; WR: A67-0362; POD: T17N R1E Sec 31 SWSW.

Was this prior paragraph the reason IDWR recommended that Mr. Hill can have all The Historical Water Rights?

Referring back to page (2) of IDWR Adjudicated Claim Report Dated July 16, 2005 Water Right No 67-362. Place of Use Legal Description IRRIGATION ADAMS COUNTY Please explain why IDWR would recommend that Mr. Hill can have all the Historical Water Rights especially since they are using our two Decreed and Adjudicated Corner Sections (25) and (26)? How is this possible that IDWR can recommend that Mr. Hill has Historical Water Rights and we don't? It doesn't make sense to us, does it to you? However, under **[Tract]** NESW-NESE in our opinion we are beginning to believe that Mr. Hill must have a contact inside IDWR that has the power and has been guiding him along, one who can Twist The Rules etc. without leaving any of their fingerprints where by making up any type of form he or she wants to match their purpose.

Mr. Hill knows as well as we do that his Section (25) has 120 acres, our Section (26) is a little over 40 acres making the total acres as The Homestead stated 160 acres, including our Deeded Road.

Conditions of Approval: WATER IS CARRIED IN PRIVATE DITCHES ACRES WILL BE PAID FOR BY EAST FORK.

Question: After all these many years no one will tell us WHO'S GETTING PAID FOR WHAT WATER AND IF SO, WHY?

United States Department of Agriculture

Another example of stratagem how Mr. Hill even used the U/S/D/A a second time and IDWR.

Check page 2 # **(6) Operation and Maintenances** scroll down to **(e) our ditches have not been cleaned in Years.**

We believe we have proved that someone at IDWR was Hoodwinked by Mr. Hill and or perhaps his Cohort into believing that our Section (26) was missed by Muir v Allison. In fact through The Idaho State Constitution, our Homestead Certificate, our Priority Date of May 1, 1886, Succession, Appurtenance, we have the same Historical Water Rights for Section (26) as IDWR recommended for Mr. Hill's Section (25). As mentioned before, now that Mr. Hill no longer owns Section (25) it would be an ideal time to reinstate our Historical Water Rights quietly, internally by the stroke of a pen.

Also would you please refer back to the top of page (5) by what right, of passage does Mr. Hill have to just take (41) shares of E/F/W when our predecessors-in-interest back in [May 16, 1903 Instrument # 264] Together with a half interest in and to all of the Water Right of said grantor in and to the Waters of Mill Creek, also an undivided one half interest in and to and undivided one fifth interest in and to the Water Right and the ditch known as the East Fork Ditch now under construction by the said grantor and his associates.

[September 16, 1905 Instrument # 5679] Together with a one half interest in and to all the Water Right of the said grantor in and to the Waters of Mill Creek, also an undivided one half interest in and to an undivided one fifth interest in and to the Water Right and the ditch known as the East Fork.

Not being a Water Guru, sometime after 1905 East Fork Ditch Company we believe came into existence. Wouldn't our Water Rights for M/C and E/F be Considered Historical, because of that fact? Since the Homestead Sections (25) and (26) have never been subdivided, except for when Section (26) was split apart [Instrument # 76119 dated October 19, 1979]. In fairness to Mr. Saxton we could feel the frustration he was feeling towards us after not hearing from us in over eight years. With his last correspondence back to us Dated June 22, 2018 and after my original call to him on May 29, 2018 where he kindly agreed to look over our Binder. We can understand his frustration, however, we are also frustrated by the fact that we have been denied our Historical Water and over Ten Thousand Dollars spent and paying for Historical Water we are not receiving. Mr. Saxton has been telling us that we have no Historical Water Rights because Muir v Allison. Our two ex-attorneys also have been telling us that because of Muir v Allison we have no Historical Water now we don't even have any East Fork Water.

Well we are putting our faith in THE IDAHO STATE CONSTITUTION and EQUAL JUSTICE UNER THE LAW AND IDAHO DEPARTMENT OF WATER RESOURES AND TO REINSTATE OUR EQUAL HALF OF OUR HISTORICAL WATER RIGHTS.

In my last correspondence to Mr. Saxton Dated September 20, 2018 in bold print I presented our Homestead Certificate which was also in our Binder to help prove that we were not missed by Muir v Allison because our Section (26) has a Priority Dated of May 1, 1886. We even called him on October 2, 2018 with no response. On page two of my correspondence under East Fork Ditch Company: I was referring from a Mr. Saxton correspondences Dated November 25, 2008 where he was gracious enough to send some IDWR documents one being Exhibit 'A' and 'B' showing an over view of Muir v Allison and East Fork Ditch Co. Boundaries. By looking at both exhibit 'A' and 'B', the old maps our handmade map in Binder in Aerial/Section, how can IDWR make the following determination. With both M/C/W and E/F/W both flowing along the L/D and emptying into the Natural Drainage and down the Natural Drainage for over 100 years to our two Decreed and Adjudicated Corner Sections (25) and (26) that is until Mr. Hill reroutes the flow of Water down to where he creates his own corner section witnessed by our handmade map. Then lo and behold IDWR recommends that Mr. Hill can have all the Historical Water and a quote from Mr. Saxton Dated June ?, 2009 "I do not think there is a question that you have

a portion of the 50 shares of East Fork Ditch Company. Rather it is an issue of the water not making it to your property. We have addressed this previously.”

We would truly appreciate any guidance that you can help us with in order get our Historical Water flowing again to not only us but our neighbor Ms. Smith as well, so that this problem cannot ever happen again.

Yours in Freedom,

Jeff and Susanne Hunter
P.O. Box 826
Council, Idaho 83612
1-208-253-6200



On 6/04/14 - Notice a 2x6 stopping
water flow to Lapping Ditch.



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

March 20, 2024

from Page # 15 (A)

Over the years, it became evident that no employee of IDWRs. was ever going to admit the IDWRs. was not following The Idaho Constitution as Written. So, I decide to write a letter to Mr. Gary Spackman (Director) IDWRs. to get his responses. After sending a letter to Mr. Spackman October 27, 2018, and then receiving his correspondence back Dated November 19, 2018, and the rhetoric was in my opinion a lot of Happy Talk. Another example of what is now known as Gas Lighting, or another example of when I was younger B....S....{AKA} and when it really gets deep C....S.... There are more Cows than Bulls.

I was not surprised with Mr. Spackman, responses back to me. It kind of proves that the first paragraph of my letter to him, Dated October 27, 2018 might be right, sadly.

However, my complaint goes back to when IDWRs. decide that it was no longer going to HONOR the IDAHO STATE CONSITUTION AS WRITTN many years before ("SRBA").

With all the respect that I can muster, if I had a chance. I would like to ask Mr. Spackman the following question. "Some day when you get out of the shower, and while naked look into the mirror and ask yourself, this question, what do I have right now Standing here naked that no one else in the World has, but it's mine to lose?" the answer is your WORD of HONOR, YOUR INTEGRITY. I am reasonably sure you took an Oath to THE IDAHO STATE CONSISTIUTION AND TO GOD. It appears to me you don't have to worry about losing your job with IDWRs, however, the other part of the Oath in my humble opinion, you will have to work out with GOD.



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER

Governor

Jeff and Susanne Hunter

PO Box 826

Council ID 83612-0826

GARY SPACKMAN

Director

November 19, 2018

Dear Mr. & Mrs. Hunter:

I received your letter dated October 27, 2018. I read the letter and, without having any previous exposure to your water issues, attempted to understand the controversies. I spoke to Craig Saxton, an employee of the Idaho Department of Water Resources ("IDWR") with whom you have previously communicated. I also reviewed an October 8, 2009 memorandum written by John Westra, a former IDWR regional manager, who reviewed IDWR's water right records and examined the water systems in the field.

Water Right no. 67-362

You mention a water right numbered 67-362. I've searched IDWR's water right records for information that might link the water right to your property. There was no reference in the water right files that would establish appurtenance of the water right to your property. The Snake River Adjudication ("SRBA") Court decreed the water right to Thomas and Janice Hill. The SRBA is complete. The SRBA Court has issued an order that will not allow the filing of late claims in the SRBA. The time for filing a claim for a portion of water right no. 67-362 has expired.

East Fork Ditch

Information confirms you own shares of stock in the East Fork Ditch Company. The Ditch Company is responsible for deliveries from the canal to the laterals. This is not IDWR's responsibility.

Please refer to Idaho Code, Title 42, Chapter 13. Based on the information I have that three or more people are receiving water from the Lappin Ditch, there is a Lappin Ditch Lateral Association.

If the association selects a lateral manager, IDWR has no jurisdiction. If the association does not select a lateral manager, IDWR has the authority to appoint a lateral manager, establish the manager's salary, and assess the members of the association for the costs of the lateral manager.

Before I take any action under Idaho Code, Title 42, Chapter 13, a water user from the Lappin Ditch must send me a written petition alleging that a lateral manager was not selected, the water is not being delivered properly, and the water users are being injured by the failure to properly manage the water deliveries. Association meetings are to be held between January and the last Monday in March. Any petition for IDWR to appoint a lateral manager filed prior to the last Monday in March would be premature.

I wish you the best.

Sincerely,

Gary Spackman



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

March 20, 2024

Insert from Page # 15 (B)

Mr. Spackman goes on to say Water Right no. 67-362 in paragraph 2. "I've searched IDWR's water right records for information that might link the water right to your property. There was no reference in the water right files that would establish appurtenance of the water right to your property."

Surely if Mr. Spackman talked to Mr. Saxton, like he said he did, in my opinion he would have known about the Old Deeds, and the following record.

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 67-362

Water Right Number 67-362

Dated June 23, 2009

Owner Type

Name and Address

Current Owner

ALBERT RATCLIFF

etc. etc. etc.

Towards the bottom of Page one, you will observe where Both Sections (25) & (26) are together. On the Second page Section (26) is also mentioned with the same Corner Sections as The Home Stead. All so on the Second Page just about all the names are through Successors. Please refer back to page # 3 for Mr. Saxtons letter.

The third Page just about all of those folks mentioned there are through Successors as well.

Water Right Report 67-362

WATER RIGHT NUMBER: 67-362

Original Owner	, ID CHARLES LAPPIN
----------------	------------------------

Current Owner	A E FELMLEY
---------------	-------------

Priority Date: 05/01/1886

Basis: Decreed

Status: Active

Source

MILL CREEK

Tributary

WEISER RIVER

Beneficial Use

From To

Diversion Rate

Annual Volume

101

1.080 CFS

Total Diversion:

1.080 CFS

Location of Point(s) of Diversion

MILL CREEK

Place of Use

IRRIGATION

Tw	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
17N	01W	25																	
17N	01W	26																	

Conditions of Approval:

Remarks:

Dates and Other Information:

Licensed Date:

Decreed Date: 6/20/1921

Water District Number: 67

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Decree Defendant: William Allison, et al

Decree Plaintiff: John T Muir, et al

Civil Case Number:

Judicial District: Seventh District

Mitigation Plan: False

From Pg 19 GOTO Pg 102

WILLIAM WINKLER, LEWIS WINKLER, MISS F H HAYNER, JOHN KESLER, JIM KESLER, LEWIS KESLER, EUSTIN DICKERSON, JAMES HART, IRA BLANCHARD, WILLIAM KESLER, ELVA YOUNG AND BECCA KESLER, successors of Alexander Kessler, deceased: The Southwest Quarter of the Northeast Quarter, Section 10, the East half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 10 in Township 16 North, Range 1 West Boise Meridian.

FREDERICK H WATLIS: The South half of the Northwest Quarter and the North half of the Southwest Quarter, Section 35, Township 17 North Range 1 West Boise Meridian.

F H SCHAFY AND F H GALEY: The South half of the Northeast Quarter and the North half of the Southeast Quarter Section 35, Township 17 North, Range 1, West Boise Meridian.

DESERUNT SURETY COMPANY: The Southeast Quarter of Section 34, Township 17 North, Range 1 West Boise Meridian.

COUNCIL VALLEY ORCHARDS: The South half of the Southeast Quarter, Section 35, Township 17 North, Range 1 West Boise Meridian and the North half of the Northeast Quarter, Section 2, Township 16 North, Range 1 West Boise Meridian.

J D FOMMER AND JOHN FOMMER: The North half of the Southwest Quarter and the West half of the Northwest Quarter of Section 36, Township 17 North, Range 1 West Boise Meridian.

GEORGE T WILLIS: The Southeast Quarter of the Southeast Quarter, Section 4, the Southwest Quarter of the Northwest Quarter, Section 3, and a tract bounded as follows, commencing at the Southwest corner of lot 1, said Section 4, thence north along the west side of said lot 20 rods, thence east 80 rods, thence south 20 rods, thence west 80 rods to the place of beginning, all in Township 16 North, Range 1 West Boise Meridian.

F H SCHAFY AND THOMAS L WATT: The North half of the Northwest Quarter Section 35, and 70 acres east of the right of way of the P & I N Ry. in the Southeast Quarter of the Southeast Quarter Section 27, and the Northeast Quarter of the Northeast Quarter Section 34, all in Township 17 North, Range 1 West Boise Meridian.

CHARLES LAPPIN AND A R FELDMAN: The West half of the Southwest Quarter of Section 25, and the West half of the southeast Quarter of Section 24, Township 17 North, Range 1, West Boise Meridian.

JAMES A HUSTON, JR. and WM H SPARR: The West half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter, Section 36, Township 17 North Range 1 West Boise Meridian.

B W TURNER: Lot 4, the Southeast Quarter of the Southwest Quarter, and the South half of the Southeast Quarter Section 31, Township 17 North, Range 1 West Boise Meridian.

J V MORRISON: The Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 4, Township 16 North, Range 1 West Boise Meridian.

O V HOLMES: The Northwest Quarter of the Southwest Quarter Section 3, Township 16 North, Range 1 West Boise Meridian.

FRANK S GALEY: Northwest Quarter Southeast Quarter and Northeast Quarter Southeast Quarter Section 35, Township 17 North, Range 1 West Boise Meridian.

LOUIS HART: The South half of the Northeast Quarter, and the Northeast Quarter of the Northeast Quarter, Section 23, and the Southeast Quarter of the Southeast Quarter Section 14, Township 17 North, Range 1 West Boise Meridian.

JUL 24 1996

Please check out Mr. Saxton's Section 16 Her dated June 16, 2009 underlined in Red #8

J F Lowe
L J Rhinehart
Loren Rhinehart
Anna Morrow

Mill Creek.

William Winkler, Lewis Winkler, Mrs F H Hayner,
John Kessler, Jim Kessler, Lewis Kessler, Bettie
Dickerson, Janie Hart, Ida Blanchard, William
Kessler, Elva Young and Rebecca Kessler, suc-
cessors of Alexander Kessler, deceased
Frederick H Watriss, Grantee of Geo H Winkler

38
31
40
5

June 5, 1902 67 0344
June 5, 1902 67 0345
June 5, 1902 67 0346
June 5, 1902 67 0347

GOTO PG 44

F R Schaff and F S Galey, Grantees of Samuel Hays
Deseret Sheep Company sub for O A Martin, Grantee
of Margaret Krigbaum

25
16 2/3
12 1/2
33 1/3
20 3/4
29

67 0348
May 1, 1878 - Trans 504-517-559-71
May 1, 1881 67 0349
May 1, 1884 67 0350
May 1, 1893 67 0351
May 1, 1894 67 0352
May 1, 1892 67 0353
May 1, 1891 67 0354
May 1, 1884 - Trans 504-517-559-71 67 0355

Mill Creek (Con)

Council Valley Orchards, Grantee of J Marion
Young

42 2/3
15 1/8
10 3/4

J D Payner and John Payner
George T Ellis
F R Schaff and Thomas L Watt, Grantees of B F
Middleton

GOTO PG 44

29
37 1/2
21 1/2
27 1/2
37 1/2

May 1, 1885 67 0356
May 1, 1894 67 0357
May 1, 1889 67 0358
May 1, 1886 67 0359
May 1, 1893 67 0360
May 1, 1894 67 0361

James A Merton Jr. and William Spahr, Grantees
of John and J D Payner

B W Turnipseed
J V Morrison
C W Holmes

Council Valley Orchards

Unnamed Stream.

Council Valley Orchards

Frank S Galey

C W Holmes

C E McDonald

High water 56

Fort Hall Creek

C T Hamill

Louis Hays

26
18
18
8
100
100
20
10
34

Trans 884 May 1, 1899 67 0362
May 1, 1903 67 0361
May 1, 1909 67 0365
May 1, 1909 67 0366
June 1, 1906 67 0367
July 3, 1911 67 0368
March 27, 1913 67 0369
May 16, 1912 67 0370
July 2, 1892 67 0371
May 1, 1882 67 0372
May 1, 1889 67 0373
May 1, 1882 67 0374
June 1, 1911 67 0375

JUL 24 1896



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

March 20, 2024

Page 16-18

Where it makes a turn to the North, and some of Mill Creek Water is diverted into the LD going North. We were in total shock as to see what happened to the original area. {I have inserted pictures taken to show what it used to look like,

June 27, 2009, and now the way we found it April 27, 2019.} To be honest I completely forgot to take pictures of the Damage and Broken off pipe from the Valve, in the mud. Several days later I was told that EFD Co. was aware of the damage, and was going to get it fixed. Apparently my information was wrong about EFD Co., fixing the damage. There is no rush in fixing the damage, it seems that folks down stream from the damage, are enjoying the extra water.

We had been trying for several years to get Mr. Thompson to come to our home to see for him, self what Mr. Hill and his cohorts had done, moving the water around.

[Towards the end of 2020, I got deathly ill which put me out of commission, for a little over three years. In early June 2022, still not completely over my health issues, my wife found out she had cancer. She passed July 18, 2022.]

Of all the times to call, Mr. Thompson calls me in the morning of November 14, 2022 to set up appointment to meet up on Lappin Ditch to go over the water problems. Later that same day, Mr. Thompson calls again and wants to change it to 7'o clock at our home which I said Ok.

The meeting turned out to be complete waste of time. All I got was and I mean an extra, large dose of Gas lighting. There is nothing Mr. Thompson can do because of the LDA. I explained to him that there is no more LDA, it was as if he was not listening it didn't matter, even after I explained to him the reasons why, there was no more LDA he still insisted that the LDA was responsible for all the damage, it was not EFDCos. responsibility. I asked can you explain the red tarps blocking the LD, water causing the over flow and all the damage done including what appears to be some sort of back pack blocking the Spring Cheek

6/27/09

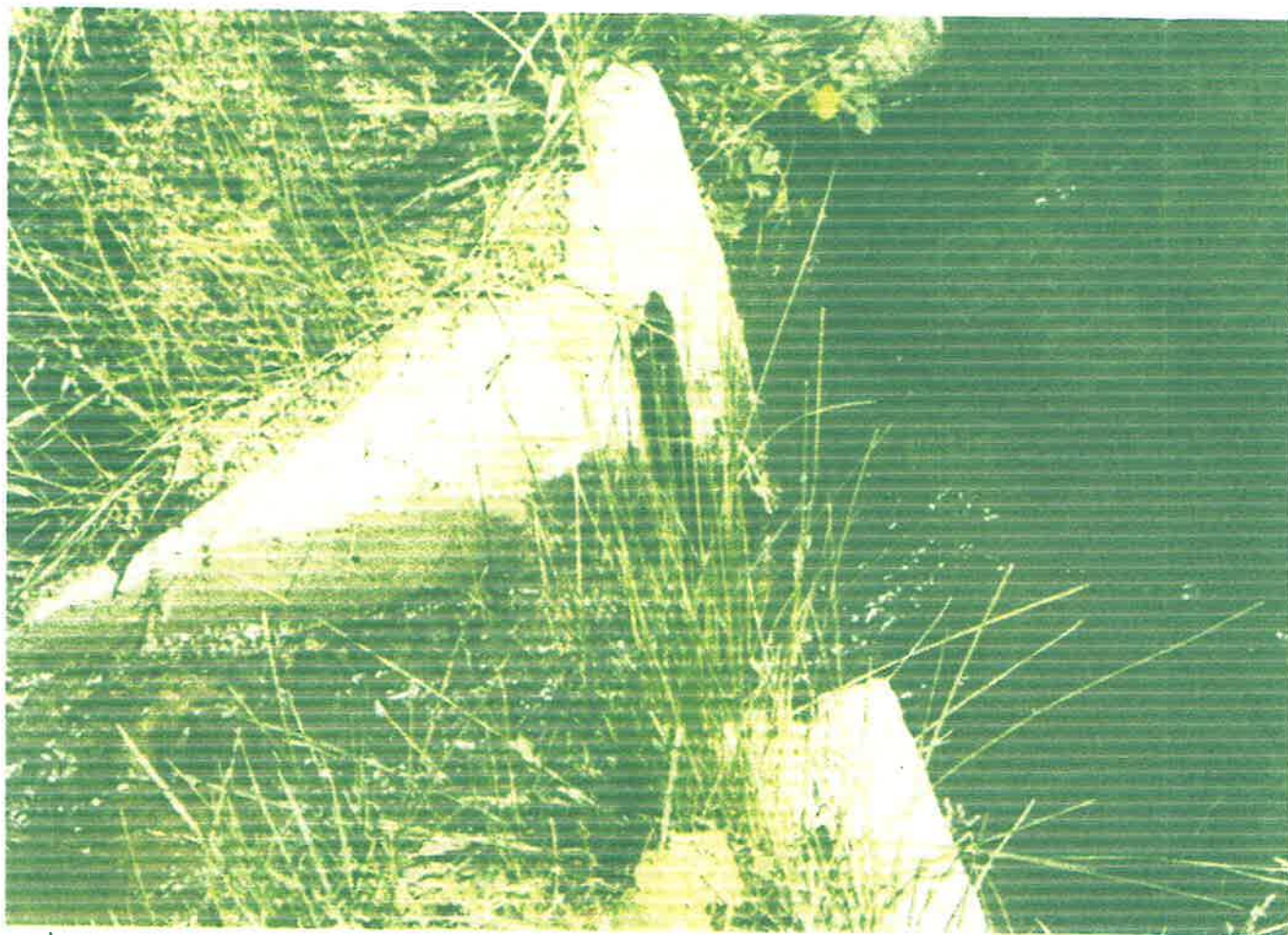
Spring
Creek

Should be
closed

Should be
open

Lapping
Ditch





June 27, 2009 Spring Creek Outlet to be Closed during East Fork Irrigation Season. This is an example how Mr. Hill and Mr. Paradis use the water for their own personal gain.



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

March 20, 2024

Page 17-18 + Inserts, A/B

Diversion point. I asked isn't that the Ditch Riders job to report things like that.

Mr. Thompson said no, he had no answer, {I wonder if perhaps being the D/R is his daughter} that might have been the reason he had no answer. I told him that it is apparent that someone for some unknown reason other than stealing more water, caused all the damage and should be prosecuted.

Mr. Thompson said again it's not the responsibility of EFDCos. To find out who blocked the ditch. You should do it. I told him that EFDCos. has more clout than I do, and that I know that the Sheriff does not want to get involved, with neighbor Vs. neighbor, over water issues. Because you are the president of the Company, and I believe it's your responsibility to find out who blocked the water with the tarp and the back pack. Not a share, holder. I asked him who is going to fix the Mill Creek pipe that looks like it's been damaged for years. Isn't it the EFDCos., responsibility to repair it. No answer.

The aforementioned has just about summed it up. We said our goodbyes. Since this meeting to my knowledge there has been no work or repair.

I have included some photos of Damage to LD.

When it came to our misfortune with Attorneys we ended up having to hire two different Attorneys because both EFD Co. and IDWRs recommend that we should, if we had any chance of getting our Water.

The fact is we didn't work most of our lives trying to make a couple of bucks and then move to Idaho, to make Attorneys Rich and us POOR.

I have included some correspondence from IDWRs and some from us.

Plus, recently some correspondence I had with the Deputy Attorney General, Mr. Baxter. Office and his reply.



04/27/2019 12:45



04/27/2019 12:45



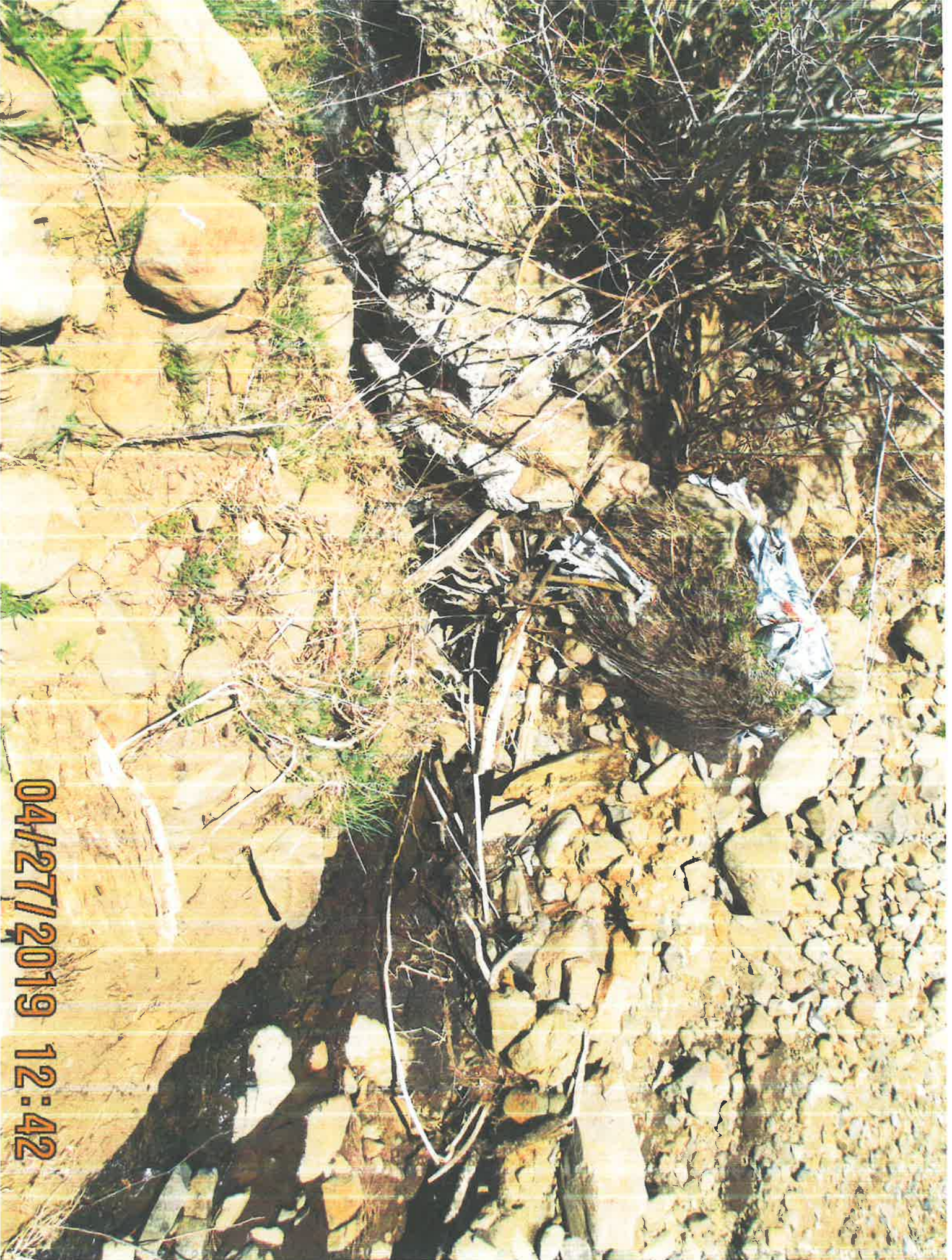
04/27/2019 12:45



04/27/2019 12:42



04/27/2019 12:45



04/27/2019 12:42



STATE OF IDAHO

OFFICE OF THE ATTORNEY GENERAL

RAÚL R. LABRADOR

November 30, 2023

Jeff Hunter
The Hunter Ranch
P.O. Box 826
Council, ID 83612-0826

Dear Mr. Hunter,

Thank you for your letter dated September 6, 2023. I also received a copy of your follow-up letter dated November 16, 2023, to Attorney General Labrador. This letter responds to both letters. I apologize for the delay in getting back to you regarding your September 6, 2023 letter. I hope this letter finds you well.

I appreciate all the thought and information you put into your September 6, 2023 letter. However, as described in our September 5, 2023 phone call, what you are asking for is for the Idaho Department of Water Resources (IDWR) to undo a water right decree issued by the Snake River Basin Adjudication (SRBA) district court and to recognize a water right that was not claimed or decreed in the SRBA. IDWR cannot legally grant your request. As I explained to you in our phone call, if you disagree with how the water rights were decreed in the SRBA, you must go to the SRBA court and raise the issue with the court. In my letter to you after our September 5 phone call, I provided you with a copy of the Idaho Supreme Court case *In re SRBA Case No. 39576 Subcase No. 37-00864*, 164 Idaho 241, 429 P.3d 129 (2018). As I explained in our phone call, given the Idaho Supreme Court's decision in *In re SRBA Case No. 39576 Subcase No. 37-00864*, you may have an uphill battle to try to claim the water right now, especially since the water right you want to claim was claimed and decreed to your neighbor. I understand that you think your situation is distinguishable. If you think your situation is distinguishable, you can raise that with the SRBA court.

In our phone call, I recommended that you contact an attorney to help you with the effort. In your letter, you discussed how you have had challenges with your previous attorneys. I realize that you have not had a lot of success with your previous attorneys but that is still my recommendation to you, as an attorney will best understand how to navigate the legal process. However, you may choose not to hire an attorney and represent yourself in any motion to set aside the decree. But again, you must ask the court to set aside the decrees. IDWR cannot set aside the decrees and the Attorney General's office cannot represent you in such a proceeding.

Energy and Natural Resources Division, Water Resources Section
P.O. Box 83720, Boise, Idaho 83720-0098
Telephone: (208) 287-4800, FAX: (208) 287-6700
Located at 322 East Front Street, 6th Floor

Also, in your September 6, 2023 letter, you raise the issue of ditch shares. This topic came up in our September 5, 2023 phone call as well. You indicated to me that you own shares in a ditch company, but you don't have a way to receive the water. It is also my understanding from our conversation that when you have tried to get water in the past by going onto your neighbor's land to restore the ditch, your neighbor claimed that you don't have an easement and called the sheriff. As I explained in our September 5 phone call, even if you do have shares, if there is a dispute over access to the point where you take water from the ditch, that needs to be resolved through the court system. Neither the Attorney General's office nor IDWR can determine if you have an easement.

I understand it can be frustrating when you feel you have been wronged. However, regarding these matters, neither IDWR nor the Attorney General's office can take action on your behalf. I wish you the best and thank you for the email regarding the memories of those born between 1930 and 1946. I enjoyed reading it.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Baxter', with a long horizontal stroke extending to the right.

Garrick Baxter
Deputy Attorney General



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

March 20, 2024

Insert from Page # 17 (A)

On page 4 of my letter to Mr. Spackman Dated October 27, 2018, second paragraph. Here lies another Conundrum. Over the years dealing with IDWRs., it has become, in my humble opinion a miss terminology, were the last several years, trying to get IDWRs. to follow the IDAHO STATE CONSITUTION AS WRITTEN, which in my humble opinion was a complete waste of time and money. I started writing letters to the folks who make the wheels go around. Writing to the Governor, was a complete waste of time, here again someone else opens the mail and decides if it goes into the round file or not. Writing to the Attorney General same problem someone else opens the mail and makes the decision A/G or round file. However, it all changed when I placed a phone call to the A/G's office August 29, 2023 to find out how to make a complaint, against IDWRs. A Ms. Haline Anderson answered the phone and asked me if I would explain why I wanted to file a complaint. I gave her a brief reason why. She asked me for my name which I gave her. She told me that she was just in the processes of opening a letter from The Huner Ranch. I explained to her that I was the Hunter Ranch, which we both got a chuckle over it. She informed me that she would in fact turn over the information to the Deputy Attorney Office. True to her word September 5, 2023 I received a Call from Mr. Garret Baxter informing me that he wanted to go over some of my grievances. Over the next several months, Mr. Baxter was graciousness enough to respond to my letters back and forth to him, and several phone calls. Back on Page 15, of my letter to Mr. Spackman Dated October 27, 2018, page 4, second paragraph. Here then lies another Conundrum. Over the years dealing with IDWRs., it has become, in my humble opinion a miss terminology, were by Natural Drainage and Ditches are synonyms with each other. I am not a Water Guru. I believe the only time I used the term Ditches was when Mr. Smith and I were trying to open up the Natural Drainage. Our intent was to make it as small as possible trying to keep Mr. Rosner from going Ballistic.

I have included Comparing The Two Deeds from our Binder.

Comparing The Two Deeds

When looking over Ellen Armacost Deed to Mr. & Mrs. Boyle instrument No.78738 you can see the difference between selling to a friend compared to someone she didn't know.

See Exhibit A

Together with all water, water rights, ditch, ditch rights, and irrigation works whatsoever nature used upon, connected with, or in anywise appurtenant to the before described lands.

It appears that Mr. & Mrs. Boyle found out that they did not have any M/C Water Rights or E/F Shares. They sold their property a little over a year later to Mr. Roesner.

Mr. Roesner knew that there was a Natural Drainage going through his property, when he bought it. When Mr. Roesner bought the property instrument No.81311 he found out he had no M/C Water Rights or E/F Shares.

Mr. Roesner came down to our house a couple of times and I asked him why he didn't have any water. He said back that {I don't want any because of all the headaches that go with it}

We didn't find out until several years later he had already made a deal with Mr. Hill to hide a catch basin down in the Hawthorn so he could have a Piped in POND and also they could move the corner section to where Mr. Hill wanted for his new corner section (25) to be.

78738

WARRANTY DEED

For Value Received

ELLEN M. ARMACOST,
Trustee of the ELLEN M. ARMACOST FAMILY TRUST
dated March 6, 1987

the Grantor, does hereby grant, bargain, sell and convey unto

ANDREW R. BOYLE and K. MARIE BOYLE, husband and wife,

the grantees, whose current address is: Rt. 1 Box 32, McCall, ID 83638
the following described premises, to-wit:

See Exhibit A

TOGETHER WITH all water, water rights, ditch, ditch rights, and
irrigation works of whatever nature used upon, connected with, or in
anywise appurtenant to the before described lands.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the
said Grantees, their heirs and assigns forever. And the said Grantor does
hereby covenant to and with the said Grantees, that it is the owner in
fee simple of said premises; that they are free from all encumbrances and that
it will warrant and defend the same from all lawful claims whatsoever.

Dated this day of June, 1990.

Ellen M. Armacost
Ellen M. Armacost, Trustee of the
Ellen M. Armacost Family Trust
dated March 6, 1987

STATE OF UTAH, County of Salt Lake
On this 8 day of June, 1990, before me, a notary public in and for
said State, personally appeared Ellen M. Armacost, known to me to be the
persons whose name is subscribed to the within instrument as Trustee and
acknowledged to me that she executed the same in such capacity.
WITNESS my hand and seal the day and year first above written.



William B. Jensen
Notary Public for Utah
Residing at Salt Lake Co.
Commission Expires: 2-1-92

Exhibit A

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 25: A parcel in the S $\frac{1}{2}$ NE $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ described as follows:

Commencing at the Section corner common to Sections 25, 26, 35
and 36;

thence North 00°00'00" 2,939.85 feet to the POINT OF BEGINNING;

thence South 00°00'07" East 334.615 feet;

thence South 89°59'21" East 1,654.80 feet;

thence North 07°04'32" East 337.440 feet;

thence North 38°32'29" East 290.415 feet;

thence North 34°16'18" West 88.656 feet;

thence South 89°59'12" West 827.410 feet;

thence South 00°00'07" East 300.000 feet;

thence South 89°59'12" West 1,000 feet to the REAL POINT OF
BEGINNING.

INSTRUMENT NO. 78738

State of Idaho }
County of Adams } ss.

Filed for record at the request of
Adams County Abstract Co.

50 min. past 1 o'clock P.M.
this 11 day of June, 19 90
Ch 42M of Deeds pg 404

Michael Fisk, Recorder

by _____
Fee \$ 6.00 Deputy

WARRANTY DEED

Ellen M. Armacost Family Trust
by Ellen M. Armacost
to
Andrew R. & K. Marie Boyle

June 8, 1990

81344

WARRANTY DEED

For Value Received

The Grantors,

ANDREW R. BOYLE and K. MARIE BOYLE, husband and wife

do hereby grant, bargain, sell and convey unto

The Grantee,

RONALD DUANE ROESNER, a single man

whose current address is Box 105, Council Bluffs, Iowa

the following described premises to wit:

Township 17 North, Range 1 West, Boise Meridian, Adams County, Idaho
Section 25: A parcel in the S₂NW₄ and the N₂SW₄ described as follows:

Commencing at the Section corner common to Sections 25, 26, 35
and 36;

thence North 00°00'00" 2,939.85 feet to the POINT OF BEGINNING;

thence South 00°00'07" East 334.615 feet;

thence South 89°59'28" East 1,654.80 feet;

thence North 07°04'32" East 337.440 feet;

thence North 38°32'29" East 290.415 feet;

thence North 34°16'18" West 88.666 feet;

thence South 89°59'12" West 827.410 feet;

thence South 00°00'07" East 300.000 feet;

thence South 89°59'12" West 1,000 feet to the REAL POINT OF
BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the
said Grantee, his heirs and assigns forever. And the said Grantors do
hereby covenant to and with the said Grantee, that they are the owner in
fee simple of said premises; that said premises are free from all
encumbrances except easements and reservations existing and/or
of record, and that certain deed of trust in the original amount of
\$16,500.00, recorded June 11, 1990 as Inst. #78739, Adams County records,
payable to the Ellen M. Armacost Family Trust dated March 6, 1987, and
which grantee hereby assumes and agrees to pay according to its terms, and
that they will warrant and defend the same from all lawful claims
whatsoever.

Dated this 16 day of December, 1991.

Andrew R. Boyle K. Marie Boyle
Andrew R. Boyle K. Marie Boyle

ACCEPTED

Ronald Duane Roosner
Ronald Duane Roosner

STATE OF IDAHO, County of Adams

On this 16 day of December, 1991, before me, a notary public in and for said State, personally appeared Andrew R. Boyle and K. Marie Boyle / Ronald Duane Roosner, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as their free and voluntary act.

Witness my hand and seal.



[Signature]
Notary Public for Idaho
Residing at Fruitvale
Commission Expires 7/93

INSTRUMENT NO. 81311

State of Idaho }
County of Adams } ss.

Filed for record at the request of
Adams County Title Company
20 min. past 10 o'clock A.M.
this 16 day of December 19 91
Bk 44M of Deeds PG. 080

MICHAEL FISK, RECORDER

by Sarah J. Wilson
Deputy

Fee \$ 4.00

WARRANTY DEED

Andrew R. & K. Marie Boyle

Ronald Duane Roosner



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

March 20, 2024

Insert from Page 17-18 (B)

In Mr. Baxter letter to me Dated November 30, 2023. He states second page of his letter Dated November 30, 2023. "It is also my understanding from our conversation that when you have tried to get water in the past by going onto your neighbor's land to restore the ditch, your neighbor claimed that you don't have an easement and called the sheriff." That statement is almost true. When did the State of Idaho start requiring an easement for the drainage of water in a Natural Drainage made by GOD. Comparing the two Deeds for Mr. Rosner property it's evident that he has been bluffing his way through life, with his line of C....S.....

PREAMBLE

"We, the people of the State of Idaho, grateful to almighty GOD for our Freedom, to secure its blessing and promote our common welfare do establish this Constitution."

State of Idaho Article 1 Declaration of Rights

Section 1. "INALIENABLE RIGHTS OF MAN. All men are by nature free and equal, and have certain inalienable rights, among which are protecting property: pursuing happiness securing safety."

Where are, our inalienable rights when the, Smiths, and Hunters are trying to protect our property? Where is our Happiness?



THE HUNTER RANCH

PO Box 826
Council, ID 83612
(208)-253-6200

20 March, 2024

Page 18-18

In closing I am reasonably sure you know that I am not an Attorney. However, I believe we have something in common with each other, and that is we have sworn an oath to the Constitution, and GOD. Many Many, years ago my father ponded into us kids. "Don't ever let me catch you lying to me take the heat, because it will be a lot harder on you if you lie to me." My Mom backed up with what my dad told us kids. "It's a lot easier to tell the truth, and remember what you said, then tell a lie and not remember what you said." I have followed those principals with the raising of my children, and through out my life. My Word is my Bond.

With that said I am a little dismayed that some of the employees at IDWRs, failed to follow,

ARTICLE VI of THE UNITED STATES OF AMERICA CONSTITUTION.

It states in Part "Authority of the United States, shall be the Supreme Law of the Land; and Judges in every State shall be bound thereby, etc. etc.. Members of the several State Legislatures, and all executive and judicial Officers, both of the United States, shall be bound by Oath or Affirmation, to support this Constitution; etc. etc..

It seems as though, if you are connected with IDWRs, and Mr. Westra report kind of enforces it you get the Water, and the Protection of IDWRs. However, if you are not connected with IDWRs. you have to hire an Attorney, to get IDWRs Statutes enforced. WHY? The connected keep their money, the unprotected become poorer.

Again, as GOD is my witness, my wife and I along with Mr. Larry Smith, while they were alive tried to stop this Range War. We tried to get IDWRs to quietly give back our Water Rights as they did when giving them to Mr. Hill Section (25). We didn't want to go public, for what purpose would it serve?

Yours in Freedom,