



Debra Guinn <dbr.guinn@gmail.com>

**Claim to a Water Right: Filed on Form 243 based on Section 42 -243 Idaho Code.
Randy & Debra Guinn Owners of lot 13 Skinner AG. Lots.**

1 message

Debra Guinn <dbr.guinn@gmail.com>

To: Rachel & Chris Capell <rachelcapell@yahoo.com>

Wed, Sep 17, 2025 at 4:14 PM

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SEP 18 2025

Idaho Department of Water Resources {IDWR} 9-17-2025

To Whom it May Concern:

IDWR/Preston

Contained is a Letter of Testimony of the Land we currently own in Skinner Canyon in Bear Lake County, Idaho. Written by Mark Skinner The Great Grandson of Nephi Skinner Born 1876 who was the son of John Skinner dob 1824 the first permanent resident of Nounan Valley in 1874. The land we currently own was once owned by Brigham Skinner but sold at his Death to Johannes Minnig family . Johannes son John Minnig who filed a homestead Entry for a land Patent (IDIDAA-011355 dated 2-27-1896. We filed our claim to a water right based on this historical record and a physical inspection of our property by an employee of the Idaho Department of Water Resources on Idaho form 243 on June 17th 2003. Enclosed are Photographs of the rock foundation of the Dairy Building with the apple orchard in the background. Also a photo of Mark's wife Deborah in 1972 standing West of the barn Mark mentions. We are enclosing photos of the former dairy rock foundation. The Home and root cellar still exist. Mark owns the property with the Root cellar. The chicken coop that he mentions is no longer there because Mark and Deborah now have a Home where it was. Mark is the owner of Skinner Ag. Lot 14.

We are enclosing current photos along with Mark Skinner's testimonial letter and copies of form 243.

Randy K. Guinn
Debra L. Guinn

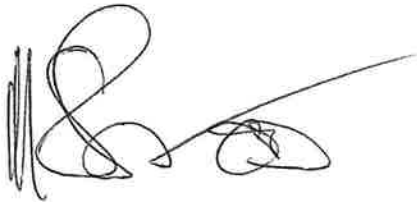
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To whom it may concern,

IDWR/Preston

I, Mark Skinner, of 790 skinner canyon rd, 83254, residing in nounan valley intermittently since 1952, have been asked to testify to the following facts. I am the son of earle skinner dob 1922, also an intermittent resident of nounan valley, son of clawson skinner dob 1899 born in nounan, son of nephi skinner dob 1876 born in nounan, son of john skinner dob 1824 first permanent resident of nounan valley in 1874. My father purchased land in skinner canyon in 1968 and I purchased more in 1980s. on this land (which had been previously owned by brigham skinner and then purchased at his death by the Johannes Minnig family, then his son john then his son fred minnig) was a home, root cellar, barn, dairy, chicken coop, and other outbuildings, along with an extensive apple orchard. This orchard, some of which remains and is on my current property was supplied by irrigation water from skinner creek which runs through my property. Water for the dairy and horses and cattle was also supplied by this same creek. Pictures of said barn dairy and outbuildings are available. I can personally attest to this use of skinner creek water in the past



Dr. Mark Skinner OD

August 17,2025

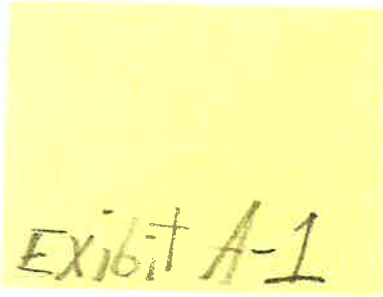


EXhibit A-1



Bureau of Land Management - General Land Office Records

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Land Patent Details

[Home](#) > [Land Patent Search](#) > [Results List](#) > **Land Patent Details****Accession/Serial #:** IDIDAA 011355 **BLM Serial #:** IDIDAA 011355

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[pr](#)**IDWR/Preston**

Note: This record has not been checked against the Legal Land Patent. We don't have an electronic image document.

Names

Patentee: JOHN MINNIG

Survey

State: IDAHO
Acres: 80
Metes/Bounds: No

Title Transfer

Issue Date: 2/27/1901
Land Office: Idaho
Cancelled: No
U.S. Reservations: Yes
Mineral Reservations: No
Authority: May 20, 1862: Homestead Entry Original
(12 Stat. 392)

Document Numbers

Document Nr.: 3044
Accession/Serial Nr.: IDIDAA 011355
BLM Serial Nr.: IDIDAA 011355

Section 7

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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SEP 19 2003

Department of Water Resources
Eastern Region

IDWR/Preston

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, *Idaho Code*, any person claiming a water right established by diversion and application of water to beneficial use must file a claim with the Department of Water Resources. **The filing of this claim does not confirm the water right claimed.** Water rights represented by a valid permit, license, decree, or previous claim are exempt from this requirement, as are uses of water for domestic purposes as defined in Section 42-111, *Idaho Code*. A filing fee must be submitted with this claim. See the instruction sheet to determine the appropriate fee.

Notice is hereby given that Randy K. Guinn (Name of Claimant)
133 Oasis Drive Pocatello, Idaho 83204 (Mailing Address) Telephone No: 208 237-5332 (Zip Code)

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

1. Date of Priority: (When the water was first applied to beneficial use) 2-27-1896
A claim is not acceptable for the use of surface water with a priority later than May 20, 1971. A claim is not acceptable for the use of ground water with a priority date later than March 25, 1963, unless the water is used for domestic purposes as defined in Section 42-111, *Idaho Code*.

2. Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
Skinner Creek tributary to Bear River

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

	(cfs or af)	(Irrigation, Domestic, Stock, Etc.)	(Both dates inclusive)	
			(MM/DD)	(MM/DD)
Quantity <u>.02</u>	Use <u>Irrigation</u>	Period of Use From <u>4-15</u>	to <u>10-31</u>	
Quantity <u>.02</u>	Use <u>Stockwater</u>	Period of Use From <u>1 Jan</u>	to <u>31 Dec</u>	
Quantity _____	Use _____	Period of Use From _____	to _____	
Quantity _____	Use _____	Period of Use From _____	to _____	

4. .02 TOTAL QUANTITY USED.
(cfs or af)

5. A) Location of point of diversion is SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Govt. Lot _____
Sec. 7 Township 11S Range 43E B.M., Bear Lake County; additional
points of diversion, if any: _____

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch etc.).
Give sizes and capacities. Be specific. Describe any changes in the system and give the date of the change.

Headgate and ditch with laterals to irrigate .45 acres of pasture

6. A) Describe the place of use within each 40-acre tract in the appropriate box using the symbols listed below. If the use is for irrigation, describe the location by listing the number of irrigated acres within each 40-acre tract.

D - domestic, S - stockwater, M - municipal, C - Commercial, I - Industrial, X - other

Twp	Rge	Sec	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SE	SW	
11S	43E	7															.5		0.5

TOTAL ACRES. 0.5

- B) If water is used for purposes other than irrigation, fully describe the use. Be specific. _____

NOTE: Include here the type and number of stock watered: 4 horses & 4 cows

7. Remarks: This claim is based on Homestead Entry IDIAA-011355 to John Minwing. The patent is dated 2-27-1896 (1st field inspection). The old ditches are in place & being used. Place of use was GPS'd. DMD
8. Map -- Attach an 8½"x11" map clearly identifying the point of diversion and the place of use by 40-acre subdivisions, section, township and range of the public land survey system. (A photocopy of a USGS 7½ minute topographic quadrangle map is preferred.) Attach an aerial photograph of the place of use if available.

State of IDAHO)
) ss.
County of BANNOCK)

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

VICKI ROBINSON
NOTARY PUBLIC
STATE OF IDAHO

Randy K. Quinn
Claimant's Signature (and title if claim is for an organization)

Sworn to before me this 18th day of August, 2003.

VICKI ROBINSON
NOTARY PUBLIC
STATE OF IDAHO

Vicki Robinson
Notary Public

Residing at: Pocatello

My commission expires: 1/24/09

FOR DEPARTMENT USE ONLY

Received by _____ Date _____
Prelim. check by DMD Date 6-17-03
Fee 250.00 Receipt # E028892
Receipt prepared by SC Date 6-17-03

Published in News Examiner
Publication dates July 1 & 8, 2004
Publication checked by _____ Date _____
Exceptions filed by _____

6-16-2003

State of Idaho Department of Water Resources

To whom it may concern:

I am basing my claim to a water right on the fact that One John Minnig received Two Land Patents. One Patent was issued on Feb. 27, 1901 for Section 7. One was Issued on Aug. 24, 1922 for section 18. Both issued on 80- Acre parcels. Township 11 South, Range 43 East Boise Meridian, Bear Lake County, Idaho.

I/We Randy K. Guinn and Debra L. Guinn now own a 20-Acre parcel now known As Skinner Canyon Agricultural Lots, Lot 13. Lot 13 is comprised of portions of the Above named sections.

As noted on form 243 there once existed on our property a very large for the time Period and location; Barn. Perhaps 60'x100'. And also still standing a Chicken Coop app. 20'x12'.

It would stand to reason that Mr. Minnig would have at the very least used the Skinner Creek water to water several cows and Chickens. He also probably used some of the water to irrigate the surrounding pasture for feed for his domestic livestock. Finally he may have also used the water for Domestic purposes.

All of the points of Diversion that are named on form 243 originate from Lot 13. With the only exception being the upper or westerly one which originates from Lot 12 App. 50' to 60' west of the property line dividing Lot 12 and Lot 13.

Our intended use of the water would be to irrigate a small area of private Recreational area or Green belt and future water for a small number of domestic Livestock.

Respectfully Yours

Randy K. & Debra L. Guinn

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JUN 17 2003

Department of Water Resources
Eastern Region



Terra Server
Move is
Complete!

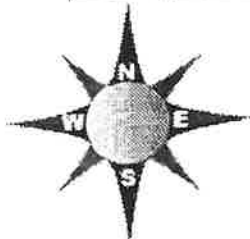
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Search TerraServer

Home Image

Navigate

View:



1 meter resolution



Map Size:

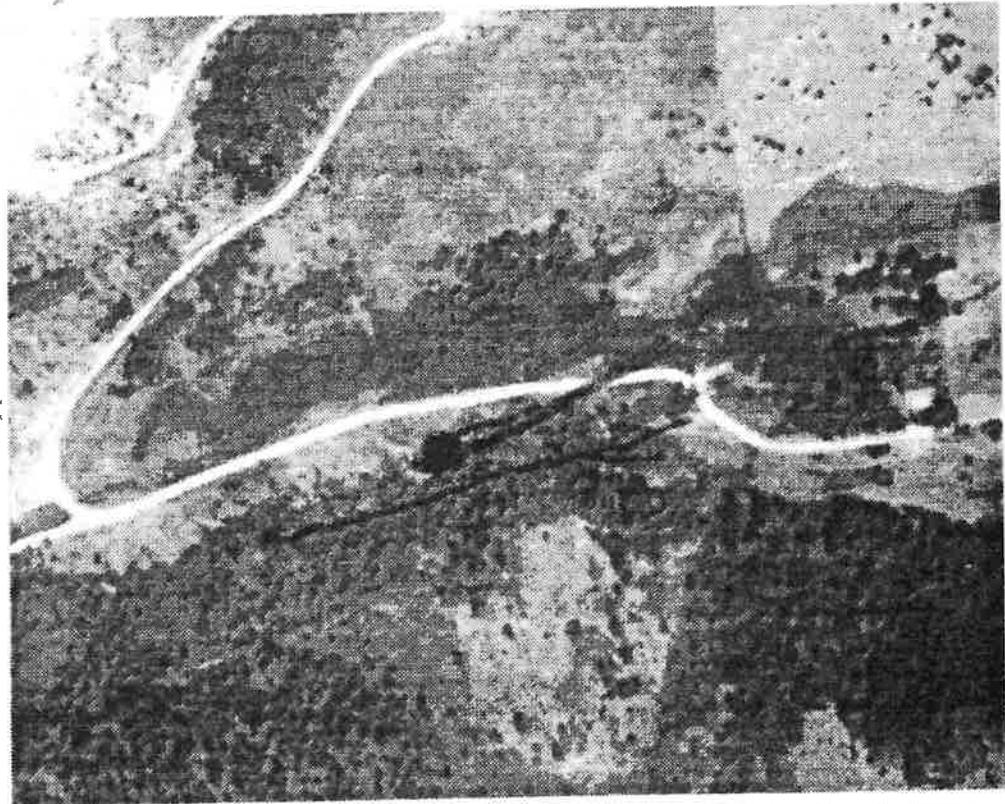
Advanced Find

Famous Places

Web Services

About

8 km W of Georgetown, Idaho, United States 07 Sep 2000



0 100M

0 100yd

Related Links:

Other Imagery:

USGS Topo Map 01 Jul 1983

House and Home:

- Homes for sale in 83254
- Homes for sale in 83276
- Schools, Crime and Demographics for 83254
- Schools, Crime and Demographics for 83276

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yellow lines indicate App.
property lines of LOT 13 skinner
Ag. Lots.

Pink Lines are App. lines
of Diversion.

N. ↑

Skinner Canyon
County Rd.

Lot 12

Lot 13

Lot 14

Skinner irrigation co.
43.2 C.F.M.

diversion ditch

private
drive

Skinner creek

stream flow →

diversion ditch

abandoned old
ditch
Appears to be John
Minnig's hand dig ditch

current owners: Lot 13 -
Randy K. & Debra L. Gunn

Legend: yellow
highlighted lines are
diversions.

FILE #20020265

181938

DEED OF TRUST

THIS DEED OF TRUST is made this June 24, 2002,
BETWEEN

RANDY K. GUINN and DEBRA L. GUINN, husband and wife, as Joint Tenants with Full Rights of Survivorship (Not as Tenants in Common),
 whose address is 133 OASIS, POCATELLO, ID 83202

herein called GRANTOR,

FIRST IDAHO TITLE COMPANY,

herein called TRUSTEE, and

GARALD L. SKINNER and KAREN P. SKINNER, husband and wife

herein called BENEFICIARY,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Bear Lake State of Idaho, described as follows and containing not more than forty acres:

A parcel of land located in Sections 7 and 18, Township 11 South, Range 43 East, Boise Meridian, Bear Lake County, Idaho, and further described as follows:

Beginning at the East Quarter Corner of Section 7; thence South 00°26'05" East 1311.93 feet; thence South 06°56'18" East 475.23 feet; thence South 89°09'51" West 53.83 feet to the TRUE POINT OF BEGINNING; thence South 00°26'05" East 839.36 feet to the Southeast Corner of said Section 7; thence South 00°24'53" East 660.47 feet; thence South 89°04'01" West 579.29 feet; thence North 00°25'38" West 1500.82 feet; thence North 89°09'51" East 579.32 feet to the True Point of Beginning.

SUBJECT TO a Right of Way Easement 60 feet wide, 30 feet on each side of the existing centerline of Skinner Canyon Road.

THESE LOTS MAY NOT BE SUBDIVIDED. COMMERCIAL USE OF THE PROPERTY IS PROHIBITED.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of **TWENTY NINE THOUSAND AND NO/100 Dollars (\$29,000.00),**

final payment due **24 June 2017**

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at SEVEN AND ONE-HALF percent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat

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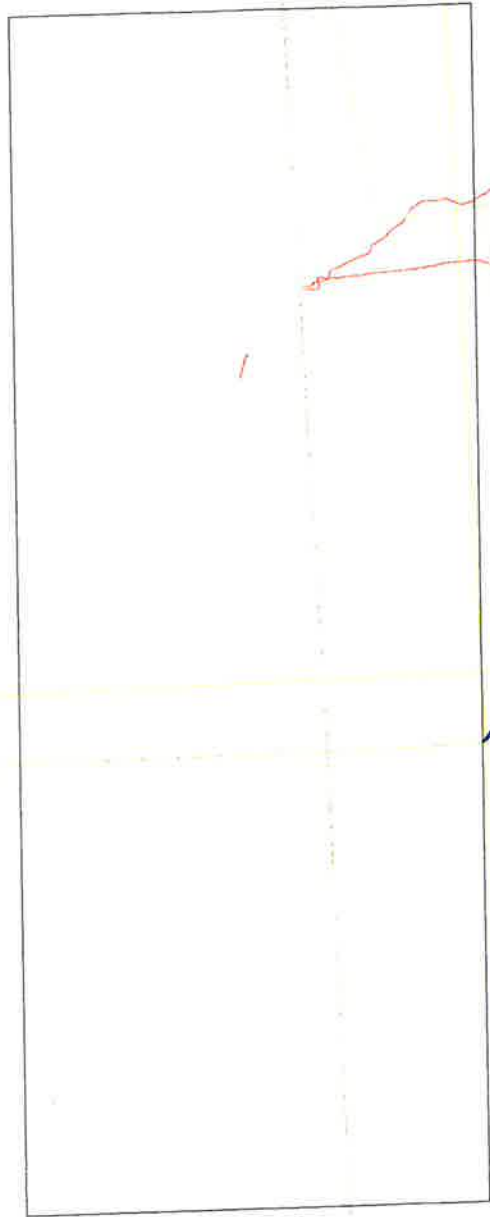
Section
line

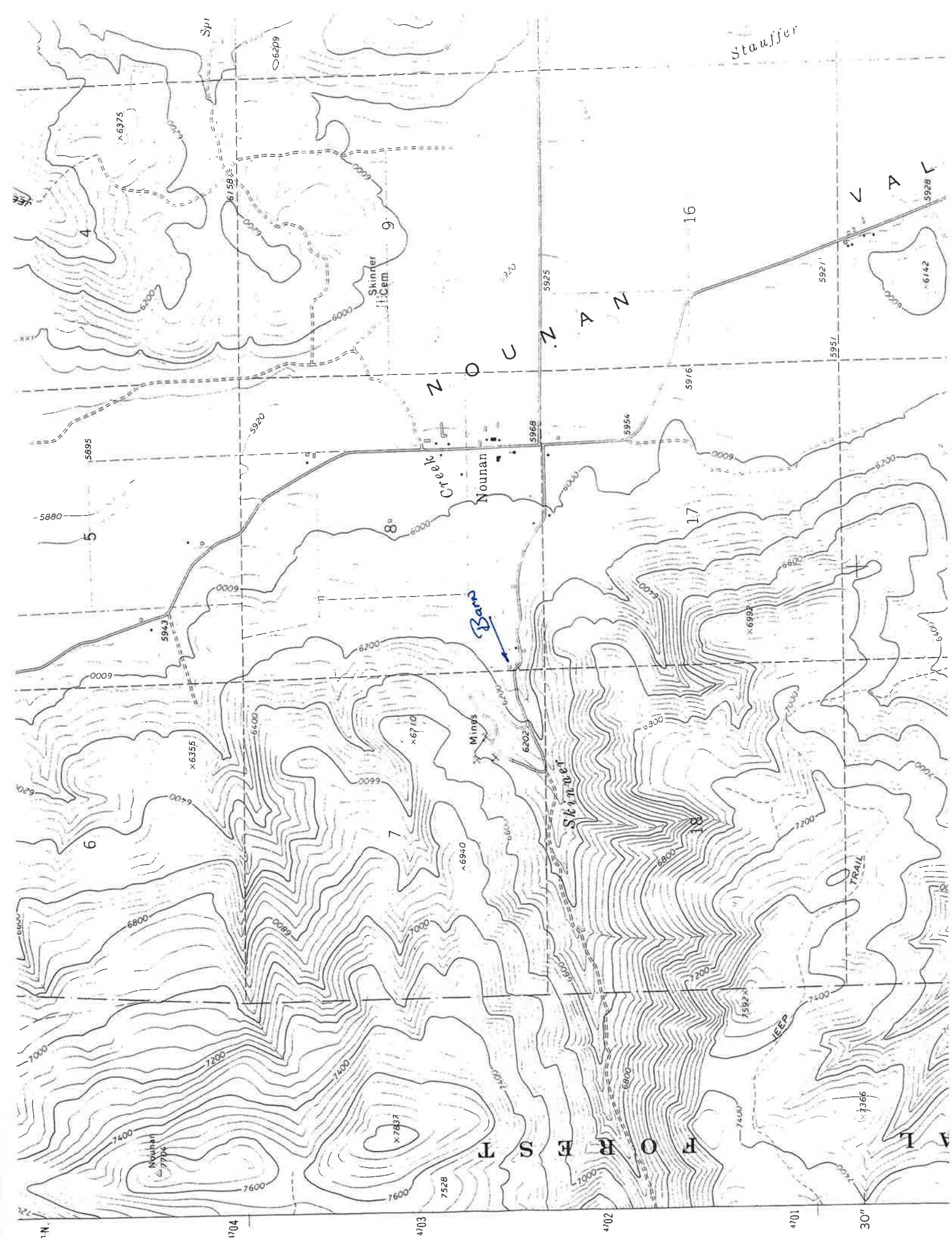
Boundary of Area
mapped

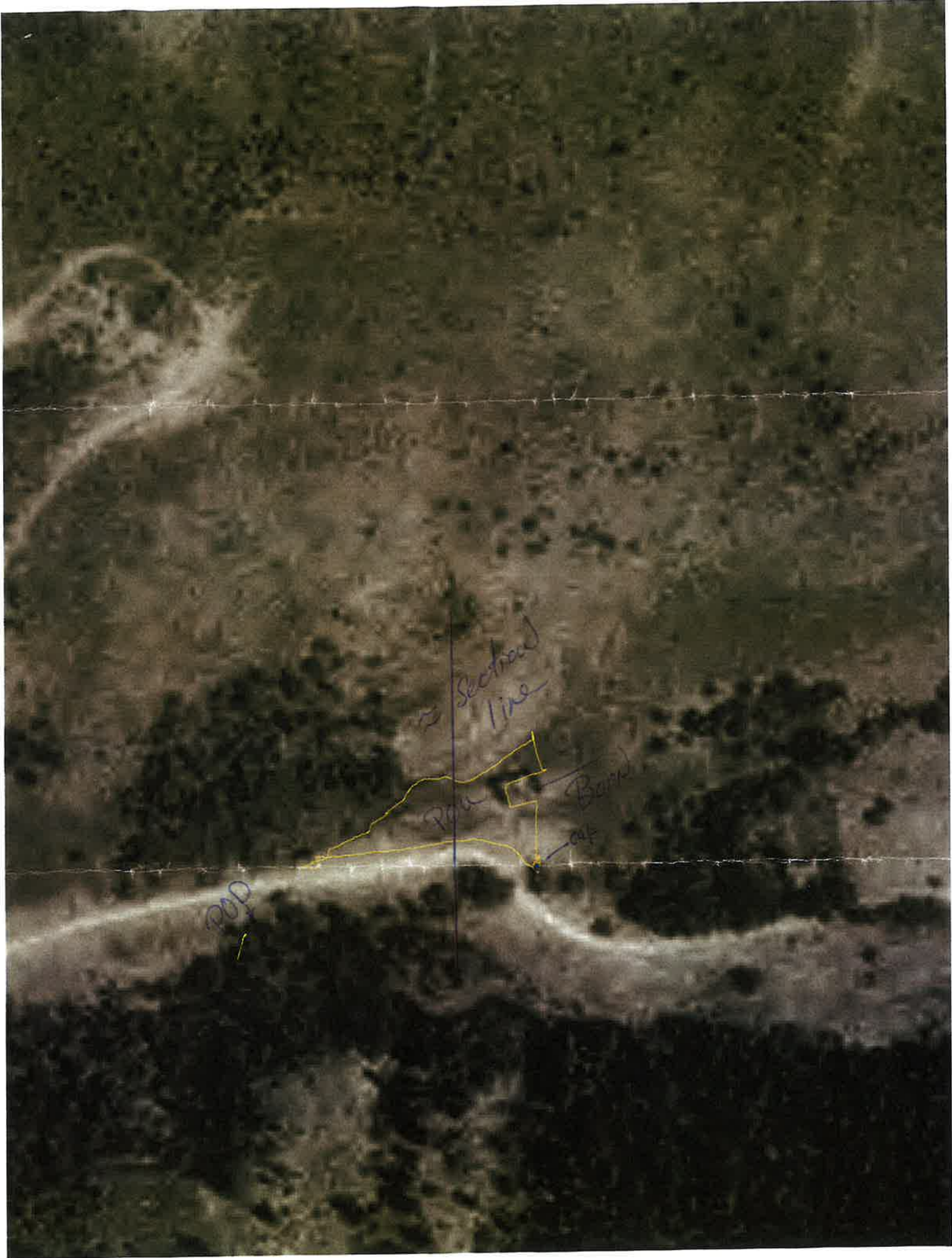
Brass
cap

Sec 7

Started at this
corner
SE corner of
section 7 or
the SW corner of
Sec 8







Section line

Top

Bottom

at

Top

Bottom