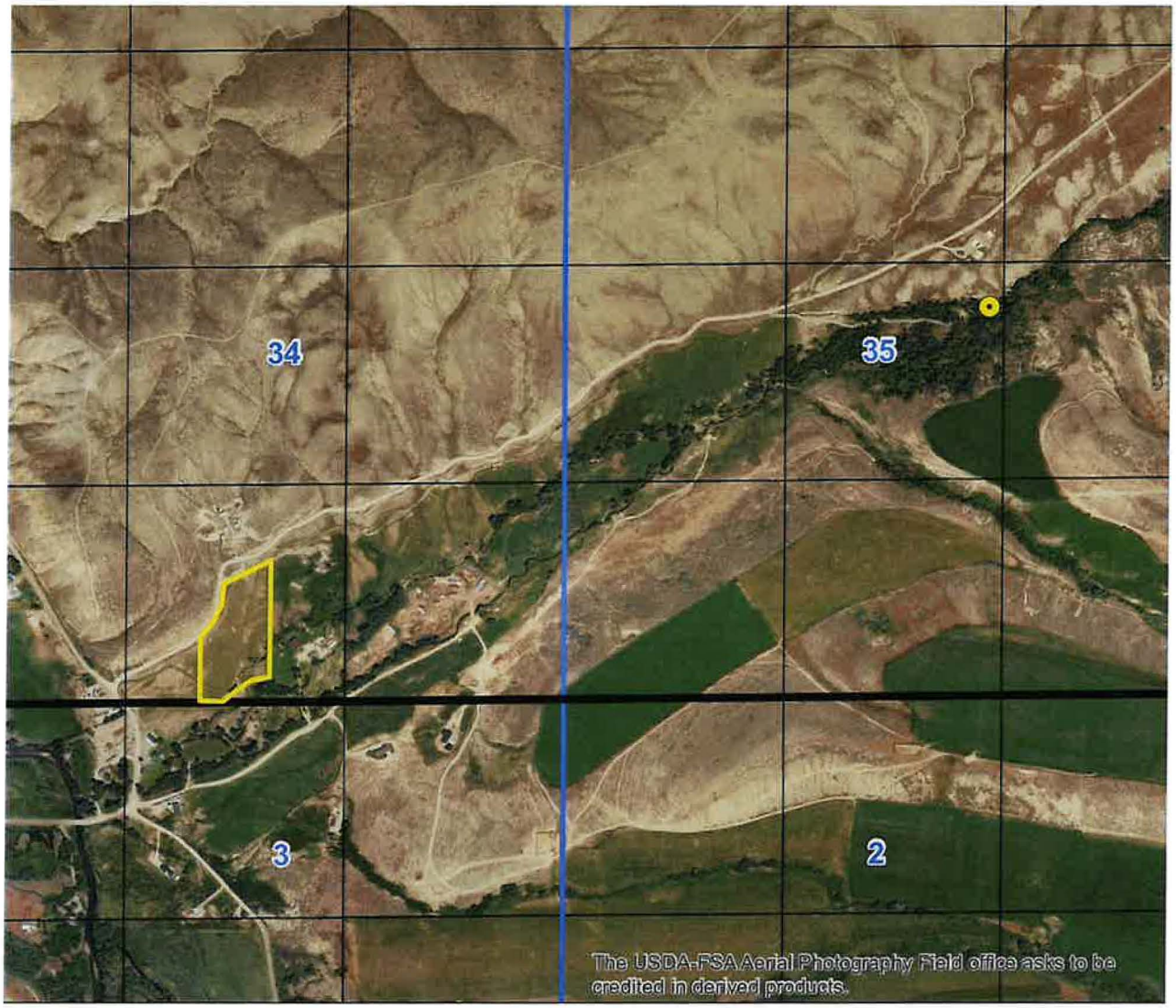
Idaho Water Rights
Civil / Criminal Case



Attorney Work Product

Prepared by

John R. Nelson

The contents of this document and the
associated attachments are confidential
and protected by the Attorney / Client Privilege

Updated 05/08/2023

Exhibit 1

Rohn R. Nelson

3800 East Ruth Drive
Wasilla, AK 99654
(907) 982-5551
fullcurl@mtaonline.net

• INTRODUCTION

My name is Rohn R. Nelson and with my wife, Lori A. Nelson, we are the Plaintiffs in this case. This Attorney Work Product and attachments, has been prepared to seek legal counsel in reference to, and in support of individual civil cases, and criminal cases against Ronald E. Byers, and his son, Greg Byers, regarding fraud, wire fraud, conspiracy, false, misleading, and deceptive statements, and any other violations, pertaining to the advertisement and subsequent sale of real property.

These acts occurred between July 18, 2021, and September 1, 2021, when Greg Byers advertised, and Ronald E. Byers sold approximately seven acres of his land, with water rights, to Lori Nelson and I for his asking price of $245,000.00. Ronald E Byers and Greg Byers, advertised, and further represented the parcel for sale as seven irrigated acres with water rights, and knowingly surveyed the parcel to include 0.2 acres of the parcel for which he owned a water right. Ronald E. Byers did not own a water right for the remainder of the parcel. This act allowed Ronald E. Byers and Greg Byers, to deceitfully say that the parcel was being sold with water rights, yet fail to disclose that the water right was appurtenant to only 0.2 acres of the 6.94 acre parcel.

Lori Nelson and I entered into, and completed the land purchase in good faith, and with due diligence. We confirmed, applied for, and on or about January 7, 2022, received water rights ownership from Idaho Department of Water Resources, for water right 74-210B, 74-2183A, and 74-734D, with water right 74-734D being split into 74-734D and 74-16256.

On or about March 31, 2022, Lori Nelson and I received an official document from Idaho Department of Water Resources, reversing the Change in Water Right Ownership for water rights 74-210B and 74-2183A. The official Idaho Department of Water Resources webpage shows that these water rights are appurtenant to, and located entirely on the parcel we purchased, and cover all but 0.2 acres of the parcel. The official document states that after further review, it appears that the water right shapes may not have been updated to the correct property appurtenant to the water rights and ownership of the water rights has been reversed. The document further states that these water rights were decreed in the Snake River Basin Adjudication (SRBA) by the court to Kirk and Tina Klemmer. There are no water right depictions for the land owned by Kirk and Tina Klemmer. Without water rights, and the ability to lawfully irrigate more than 0.2 acres, the land is significantly reduced in value, and basically worthless for what Lori Nelson and I wanted it for.

- **DEFENDANT: RONALD E. BYERS**

Ronald E. Byers.
1044 Lemhi Road
Salmon, ID 83467
Telephone: (208) 303-0315
Email: rb57-47@hotmail.com



- **DEFENDANT: GREG BYERS**

Greg Byers
Address unknown
Residence is located East of Ronald E. Byers residence, on the same property.

- **POSSIBLE DEFENDANT: STATE OF IDAHO, DEPARTMENT OF WATER RESOURCES**

State of Idaho, Department of Water Resources, State Office
Idaho Water Center
322 E. Front St. Ste. 648
Boise, ID 83702-7371
Telephone: (208) 287-4800
Fax: (208) 287-6700
Email: idwrinfo@idwr.Idaho.gov

- **BACKGROUND INFORMATION**

On September 31, 2016, I retired from the U.S. Department of the Interior, Bureau of Land Management, Office of Law Enforcement and Security, as Assistant Special Agent in Charge of Alaska, after a thirty year career in law enforcement, serving at the City, State, and Federal levels. On December 31, 2022, my wife, Lori Nelson will fully retire from the U.S. Department of the Interior, Bureau of Land Management, Alaska State Office, after having served twenty years as a Land Law Examiner.

My wife, Lori Nelson, and I have been actively looking for rural property in Montana or Idaho for approximately six years, with the intent of moving from Alaska, after retirement. Our intent was to find a rural property with enough acreage to support several livestock and a garden. We intended to either purchase a home, or land upon which we could build a home, to reside in during our retirement years. We were looking forward to being closer to our families and relatives, especially our only two grandchildren.

The real estate market for the past several years has been a "sellers market" with many properties being sold very quickly, for prices above asking price, and above fair market value. Desirable properties are extremely difficult to find, especially during the recent COVID 19 pandemic, and are generally on the market for a very short time. The sellers of these properties commonly receive multiple offers, substantially above their asking price.

- **LAND FOR SALE ADVERTISEMENT - SALMON SHOP AND SWAP**

On July 18, 2021, at approximately 1433 hours Alaska Local Time (ALT), my twin brother, John Nelson, who resides in Salmon, Idaho, sent me a text message, "Check out the property that just posted an hour ago." "I tagged you in the post." I texted him back that I didn't see it, and asked who posted it. He texted back, " Salmon swap and shop," and sent me a screenshot of the post **(Attachment 1, 3 pp)**. The screenshot shows that Greg Byers had posted approximately six images of the property one hour previous, to Salmon Shop and Swap. The post stated, ***"7 irrigated acres with water rights." "Just minutes from downtown." "Great views with a creek that runs through part of the property." "Call for more information." "208-303-0315."*** Text, at the bottom of the post stated, ***$245,000 - Salmon, 7 irrigated acres for sale.***

We were excited to have found seven acres, especially with water rights, and grass production such as that represented in the images of the property. Knowing the demand for such a property, I telephoned the number, (208) 303-0315, within approximately ten minutes of receiving the screenshot. I was unable to contact anyone, and left a message, for Ron Byers, expressing my interest in speaking with him about the property he had for sale. John Nelson subsequently sent me five images of the property, that were included in the original post, and three screenshots that were taken from his onX Hunt App. **(Attachment 2, 3 pp)**.

John Nelson, and his wife, Kimberly Nelson, drove out to the property that was for sale by Ron Byers, on the evening of July 18, 2021, and did a FaceTime call with Lori Nelson and I. Through FaceTime, we were able to view the land that was for sale, and the view of the surrounding country. We were also able to see the abundant grass, that was produced, and that water was running in the ditch near the northern, and most elevated, border of the property, which is capable of irrigating nearly the entire parcel. We were very excited, and discussed the asking price, with everyone agreeing that, though high, the price would be a good value for the land, water rights, water, views, and an excellent location on which to build a retirement home.

- **JULY 18, 2021 - INTIAL CONVERSATION WITH RONALD E. BYERS**

I no longer have the records available to show the exact date and time, however I recall that on, or about, July 18, 2021, I received a telephone call from Ronald E. Byers, a short time after I had left the message at (208) 303-0315. Byers informed me that he had already received and accepted an offer on the land that he was selling. Byers told me that someone had even been watching him through binoculars, to get his phone number, as he was putting the for sale sign on the fence. I asked if I could get on his list in the event that unforeseen circumstances occurred, which would prevent his previous offer from going through. Byers told me he would put me on his list, but stated that I was second on the list, and that he would have to honor the first offer he had accepted. Byers stated that the individual with the first offer was supposed to call him back.

I then asked Byers about the land, and he told me it was seven acres that he had recently surveyed off from his property. Byers described the location, including driving directions to the property, located adjacent to Wimpey Creek Road. I asked if there were water and mineral rights, and Byers stated that the land had water and mineral rights that went with the sale, and that the entire parcel was irrigated from top to bottom, basically hands free, and with little effort. I asked Byers what kind of grass was on the land, and Byers told me that it was all natural native grass, and that it had never been seeded. Byers stated that Wimpey creek ran through part of the property, with salmon in it, and stated that there was an Idaho Fish and Game fish diversion on the property to prevent fish from going into the irrigation ditches. Byers stated that there was

plenty of water, and as far as he knew, Wimpey Creek had never gone dry. We also talked about him knowing my twin brother, and several other topics, including the Amish community in the area, proximity of public lands, and wildlife on the property. I expressed our disappointment, however I told him that I had the funds available, and if his previous offer fell through, to please contact me.

- **PREPARATORY LAND PURCHASE RESEARCH**

With the possibility of the first offer not being able to proceed, I researched the property using the onX Hunt app, to determined its location, and property boundaries. I located Ron Byers property boundaries using the onX Hunt app. The app showed the property was owned by Ronald E. Byers, and provided a tax address of 1044 Lemhi Rd., Salmon, ID, 83467 in Lemhi County, and the Area (Acres) was 18.27. The app also provided Drought Monitor Data, and under Name, listed "Severe Drought," and under Possible Impacts, it listed "Crop or pasture loss is likely." "Water shortages common."

I subsequently looked up the property on the Idaho Department of Water Resources, (IDWR), website, https://idwr.idaho.gov. I then selected Water Rights, Online Services, Map Search, which took me to https://data-idwr.opendata.arcgis.com/pages/popular-maps. I then selected the the See Maps button under Find a Water Right, and selected Water Right Locator from the pop up menus, which took me to https://maps.idwr.Idaho.gov/agog/WaterRightLocator/.

I had to agree to the Conditions of Use **(Attachment 3)**, in order to proceed. The Conditions of Use read in part, that the Idaho Department of Water Resources makes the data available as a public service, and strives to ensure that all technical data and other information made available to the public is accurate, complete, and in conformance with the Idaho Public Records Act. Further, that neither the Department of Water Resources nor the State of Idaho, however, assumes any legal responsibility for the accuracy or completeness of the information contained on this site. Further, that persons using information from this site for official purposes, or other purposes, for which accuracy and completeness are required, are hereby notified that they should first verify the information with the public records or other primary sources from which the information was obtained.

I searched for Ronald E Byers' address of 1044 Lemhi Road, and selected the pre-completed address, 1044 Lemhi Rd, Salmon, ID, 83467; USA from the drop down menu. I zoomed out, and subsequently located the property that Ronald E. Byers had for sale. I was pleased to see that water rights existed for all of the land that was owned by Ronald E. Byers, including the land he had for sale, and I hoped that the first offer would not go through so that we may have the opportunity to purchase the land, **(Attachment 4).**

On July 19, 2021, I sent a text message to Ron Byers, **(Attachment 5, 2 pp),** and asked if the individual who had made the initial offer had called him back. I stated that John and Kim Nelson had driven out to the property and did a FaceTime call with us. I further stated that the land was exactly what we had been looking for, and that I would purchase it if I was given the opportunity. Byers texted back, asking if he could call me tomorrow, and asking what a good time to call would be. I responded to Byers, and stated I would be available at approximately 1:00 or 2:00 Mountain Standard Time.

- **JULY 20, 2021 - CONVERSATION WITH RONALD E. BYERS**

On July 20, 2021, I received a telephone call from Ronald E. Byers. I no longer have the records available to show exactly when Byers called me back, however I texted him my contact information on July 20, 2021, at approximately 1529 hours, ALT. Byers told me that the individual who had made the initial offer, had run into financing issues, and was unable to complete the purchase of his property. Byers stated that if I wanted it, for the asking price, it was mine. I told Byers that I would purchase the property from him. Byers told me he would draft a purchase agreement, and we agreed on the purchase price of $245,000.00 and $2500.00 for earnest money. We discussed which title company to use, and Byers insisted on utilizing Lemhi Title Company, located in Salmon, Idaho.

We discussed the land again, and I recall Byers telling me that the land was mostly bentonite clay, that without irrigation would crack, produce little grass, and was rather ugly. Byers stated that he had done a lot of work over the years, to put in ditches, and get water to where the land could be irrigated. Byers stated that it is easy to irrigate now, and that it seems there is almost too much water at times. Byers stated that the water needs to be turned off at times in order to prevent growing swamp grass. Byers also told me that he had the Amish put in a PVC pipe irrigation system for him for his garden, and that his son, Greg Byers had a pond on his property. Byers asked me to send him my contact information and email address, and I texted him the information.

Byers sent me an image of a Record of Survey, **(Attachment 6, 2 pp)** via text message, and stated, "YOUR PARCEL A." The Record of Survey states that parcel "A" contains 6.94 acres. Byers stated that he had recently had the land surveyed, and that the surveyor still needed to come out and finish putting the survey monuments in place. Byers told me that he changed the old boundary between Parcel A and Parcel B, because his son, Greg Byers, had his residence on Parcel B, and the old boundary ran nearly through his yard. Byers told me he had the boundary changed to provide a buffer for his son's place. I asked if the boundary change still allowed Wimpey Creek to flow on the property I was purchasing, and Byers told me that Wimpey creek forked, and that one fork flowed onto a portion of the property I was purchasing and then back onto his son's place.

On July 20, 2021, at approximately 1545 hours, ALT, I sent John Nelson a text message, including an image of a Record of Survey for the property, and stated, "Well, I just bought parcel A." John and Kimberly Nelson drove out to the property, ad spoke with Byers. John Nelson sent me texts, including eight videos of the property, and it's irrigation capabilities, **(Attachment 7, 4 pp)**.

- **JULY 20, 2021 - PURCHASE AGREEMENT**

On July 20, 2021, at 1608 hours, ALT, Byers emailed me an image of a handwritten purchase agreement. Byers sent me a text message telling me to let him know if I got the email. I sent a text message back to Byers, stating that I had received his email, and that I would sign it, scan it and send it back. I signed the handwritten purchase agreement, and scanned it, **(Attachment 8, 2 pp).** On July 20, 2021, at 1625 hours, ALT, I emailed an electronic image of the signed, handwritten purchase agreement back to Byers at his email address, rb57-47@hotmail.com. I sent Byers a text message, stating that I had emailed the signed purchase agreement back, and that John and Kimberly Nelson were driving out to look at the property. Byers sent me back a text message and stated that he had received the signed purchase agreement and would

take it to the title company in the morning. I sent Byers a text message thanking him and asking him to send me the address to send the earnest money to.

On July 21, 2021, at 0809 hours, ALT, Byers sent me a text message, asking if I was near a computer, and I replied that I was. Byers sent me a text message telling me that he was sending an email, and told me to sign and date the highlighted page. Byers subsequently sent me another text message and told me to send a check to Lemhi Title, 401 Main St., Ste 2, Salmon, ID 83467. I sent Byers a text message telling him that the check would go out today. Lori Nelson sent a check in the amount of $2500.00 to Lemhi Title Company.

- **LEMHI TITLE COMPANY, REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY**

On July 21, 2021, at 0849 hours, ALT, I received an email from John Carson, a Title Officer with Lemhi Title Company, with an attached Real Estate Purchase and Sale Agreement and Receipt for Earnest Money. Lori Nelson and I signed the purchase agreement. On July 21, 2021, at 0917 hours, ALT, I emailed an electronic copy of the signed signature page for the purchase agreement to Byers, and John Carson, **(Attachment 9, 6 pp).**

- **ALTA COMMITMENT FOR TITLE INSURANCE**

On July 26, 2021, at 0737, MST, I received an email from John Carson, with an attached ALTA Commitment for Title Insurance, issued by American Title Insurance Company. The proposed policy amount is shown as $245,000.00, with a premium amount of $1,145.00, **(Attachment 10, See Attachment 13 pp 15 - 28).**

- **ADDENDUM TO SALES AGREEMENT**

On August 2, 2021, at 1315 hours, ALT, I received an email from Angela Morton, an Escrow Officer with Lemhi Title Company, with an attached, Addendum to Sales Agreement. The email stated that due to a pending survey / appraisal for release of said parcel, please fill out this extension, signed by both parties, with a new closing date pushed out far enough to cover the time required **(Attachment 11, 2 pp)**. On August 3, 2021, at 0812 hours, ALT, I received an email from Angela Morton with an attached, Addendum to Sales Agreement signed by Byers. Byers, Lori Nelson and I signed the Addendum to Sales Agreement on August 3, 2021, extending the close date to on or before October 1, 2021.

On August 12, 2021, at 0943 hours, ALT, I received an email from Angela Morton, with a secured link, to download our closing documents. Morton further provided a pre-paid UPS label to return the signed documents, and asked me to resend the signed copy of the addendum agreement so Lemhi Title Company would have original signatures on file. Morton also provided wiring instructions for my home equity line of credit lender to wire the funds for closing by September 6, 2021.

- **ADDITIONAL INSTRUCTIONS / SETTLEMENT STATEMENT**

On August 13, 2021, at 0937 hours, ALT, I received an email from Angela Morton with two pages to supplement into my closing documents. The attachments were other instructions, to prorate and/or adjust the taxes as of September 7, 2021. An American Land Title Settlement Statement was also attached, stating that County taxes from 01/01/21 - 09/07/21 provided a credit of $23.41.

On August 18, 2021, at 1348 hours, ALT, I received an email from Angela Morton stating that she had received our signed closing documents, and inquiring when I planned on wiring the funds.

- **HOME EQUITY LINE OF CREDIT**

On August 23, 2021, Lori Nelson and I signed a Home Equity Line of Credit, as a subordinate lien against our home in Alaska, at Credit Union 1 in Anchorage, Alaska. The loan term is for 240 months, with a note rate of 4.000%, and subject to adjust with the prime rate. The loan amount is $165,000.00. We paid Credit Union 1, $568.80 in closing costs, and received $164,431.20.

On August 27, 2021, at 1245 hours, ALT, I received an email from Angela Morton with attached wiring instructions for Wells Fargo Bank **(Attachment 12)**.

On August 27, 2021, $80,000.00, which I had removed from my investment account with LPL Financial, was deposited it into my Credit Union 1 checking account, and I paid a $99.00 origination fee.

On August 30, 2021, I received an advance from the Home Equity Line of Credit in the amount of $165,000.00.

On August 31, 2021, I completed a wire transfer, TR#413 - US Bank Wire, in the amount of $242,946.59, and paid a wire charge fee of $20.00.

- **TAX PRORATION AGREEMENT**

On September 1, 2021, at 0730, ALT, I received an email from Angela Morton, stating that it seems Byers, Lori Nelson and I wish to close today since Lemhi Title Company had received the funds. Morton further stated that in order for me to avoid sending $1.45 for the adjusted tax proration owed to me for the extra six days, please confirm that I approve not to change the proration date per the tax agreement I signed and the settlement agreement.

- **SIGNED CLOSING DOCUMENTS**

On September 2, 2021, at 0613, ALT, I received an email from Angela Morton, stating to please find the attached PDF of our closing documents for our purchase in Salmon, Idaho **(Attachment 13, 28 pp)**. Further that our original Warranty Deed, and copies were in the mail. Morton congratulated us on our purchase, and stated they look forward to working with us in the future.

- **SIGNED WARRANTY DEED**

The Warranty Deed states that Ronald E. Byers sold us the described premises ***"Together with all water rights, ditch rights, mineral rights, and any grazing rights appurtenant thereto and/or used in connection there with."*** **(See Attachments 13, p 2).**

Lori Nelson and I were extremely happy with our purchase and felt fortunate to have been able to find such a property and complete the purchase. Lori Nelson and I were excited to start the process of researching and applying for permits for building, water well drilling, septic system, and electricity installation, and to begin designing and building our retirement home.

- **WATER RIGHTS CHANGE OF OWNERSHIP APPLICATION**

I do not have records of the exact date, however John Nelson and I went to the Idaho Department of Water Resources, Salmon Field Office, in early December, 2021. We met with David Graybill, Water Distribution Section, Water District 170, Watermaster. I informed Graybill that I had purchased seven acres from Ronald E. Byers, and that I wanted to get with him to look up the specific water rights that came with the property, and transfer the water rights ownership to my name. Graybill was having a difficult time retrieving the information on his computer, and told me he would find the information and get me the forms to transfer ownership, and to split water rights if necessary.

On December 15, 2021, at 0712 hours, ALT, David Graybill sent me a follow up email, regarding identifying water rights associated with my property near Wimpey Creek, and an attached map, **(Attachment 14, 2 pp).** Graybill stated that to be sure he was looking at the correct property, he asked me to draw my property boundary on the attached map, and stated that the parcels were labeled by owner.

On December 15, 2021, at 1057 hours, ALT, I used an electronic editing tool to draw my property boundary on the provided map image, and emailed it back to David Graybill, **(Attachment 15, 2 pp)**.

On December 15, 2021, at 1244, ALT, David Graybill sent me an email and stated that he searched the department records and found three water rights that appear appurtenant to my property. Graybill stated that two of those property rights, 74-2183A, and 74-210B, occur entirely on my property and will require change of ownership. Graybill further stated that the third water right, 74-734D, occurs on my property and an adjacent property, and will require a water right split, **(Attachment 16, 2 pp)**. I no longer have the records available, however I called Graybill, and had him go over the Notice of Change in Water Right Ownership forms with me, as I filled them out, in order to insure they were accurately completed.

On December 16, 2021, I looked up each of the water rights, provided by David Graybill on the official State of Idaho, Department of Water Resources website. I downloaded and printed the provided map for Water right 74-2183A, which shows that all of the property within the depicted water right place of use border, is entirely included within the property that I purchased from Byers. I also downloaded and printed the Idaho Department of Water Resources, Water Right Report for water right 74-2183A which listed Kirk Klemmer and Tina Klemmer as current owners, **(See Attachment 17, pp 8 - 11).**

I downloaded and printed the provided map for water right 74-210B, which also shows that all of the property within the depicted water right place of use border, is entirely included within the property that I purchased from Byers. I also downloaded and printed the Idaho Department of Water Resources, Water Right Report for water right 74-210B which listed Kirk Klemmer and Tina Klemmer as current owners, **(See Attachment 17, pp 12 - 15).**

I downloaded and printed the provided map for Water right 74-734D, which shows that a small portion of the property within the depicted water right place of use border, is included within the property that I purchased from Byers. I also downloaded and printed the Idaho Department of Water Resources, Water Right Report for water right 74-2183A which listed Ronald E. Byers as current owner, **(See Attachment 17, pp 16 - 19).**

On December 16, 2021, I completed a State of Idaho, Department of Water Resources, Notice of Change in Water Right Ownership, **(Attachment 17, 20 pp)**. With Graybill's assistance, I listed water right 74-2183A, and 74-210B, with 74-734D as split. I listed the previous owners as Kirk Klemmer, Tina Klemmer , and Ronald E. Byers, with Lori A. Nelson and Rohn R. Nelson as new owners, as listed on the conveyance document. I also provided supporting documents, as required, including a signed warranty deed, a legal description, a record of survey, and the printed maps and water rights reports for each of the water rights.

On December 17, 2021, Lori Nelson wrote check, number 3944, to the State of Idaho, Department of Water Resources, State Office for the amount of $150.00. This filing fee included $25.00 for the undivided water right, 74-2183A, $25.00 for the undivided water right 74-210B, and $100.00 for the split water right, for water right 74-734D, **(See Attachment 17, p 20).**

- **OFFICIAL CHANGE IN WATER RIGHT OWNERSHIP**

On or about January 7, 2022, I was mailed, and received an official document from Idaho Department of Water Resources, changing water right ownership to Lori A. Nelson and Rohn R. Nelson for water right 74-210B, 74-2183A, and 74-734D, with water right 74-734D being split into 74-734D and 74-16256, **(Attachment 18, 8 pp, p1).** I also received, the included, Idaho Department of Water Resources, Proof Reports for water right 74-210B, water right 74-2183A, and water right 74-16256, with each proof report showing Rohn R. Nelson and Lori A. Nelson as current owner, **(Attachment 18, p 2, 4, 6).** I also received an Idaho Department of Water Resources Receipt, with Receipt ID, C111584, showing a payment amount of $150.00, a date received of 12/22/2021, and comments, "Change of ownership for WR # 74-2183A, 74-210B, 74-734D (Split) for Rohn R. Nelson, Lori A. Nelsen," **(Attachment 18, p 8)**. I observed that Lori Nelson's last name was misspelled, and the receipt was signed by a department representative.

- **OFFICIAL CHANGE IN WATER RIGHT OWNERSHIP REVERSED**

On or about March 31, 2022, I was mailed, and received an official document from Idaho Department of Water Resources, referencing change in water right ownership: 74-210B and 74-2183A, **(Attachment 19)**. The document states that on December 22, 2021, the Idaho Department of Water Resources received a request for a change in ownership for water rights 74-210B and 74-2183A, and that an acknowledgment letter, confirming the change was sent to me on January 7, 2022. The document states that the change was based on the legal description of the property on the warranty deed and the water right shapes in the

database. The document states that after further review, it appears that the water right shapes may not have been updated to the correct property appurtenant to the water rights and ownership of the water rights has been reversed. The document also states that a refund of $50.00 has been requested and will arrive under separate cover from the State Controller's Office.

The document further states that these water rights were decreed in the Snake River Basin Adjudication (SRBA) by the court to Kirk and Tina Klemmer. The document stated that I may resubmit a request for a change in ownership if I can provide a chain of title from Kirk and Tina Klemmer to me. The document finally stated that if I had any questions concerning the enclosed information, please contact (208) 287-4920 or Debbi.judd@idwr.idaho.gov. The document is signed by Debbi Judd, Technical Records Specialist.

- **DEBBI JUDD - TELEPHONIC INTERVIEW**

On April 5, 2022, at 0912 hours, ALT, I telephoned (208) 287-4920, and subsequently spoke with Debbi Judd for one minute. Debbi Judd was not helpful, and basically stated nothing more than what the document stated. Judd was unable to tell me why the shape files, posted on the official Idaho Department of Water Resources webpage have not been updated to reflect accurate water rights places of use. Judd told me I could resubmit a request for a change of ownership if I could provide a chain of title from Kirk and Tina Klemmer, and I told her I couldn't do that because I had purchased the land from Ronald E. Byers.

- **JAROD ADAMSON - TELEPHONIC INTERVIEW**

On April 5, 2022, at 1111 hours, ALT, I telephoned the Idaho Department of Water Resources, Eastern Regional Office, in Idaho Falls, Idaho at (208) 525-7161. I was subsequently transferred to Jarod Adamson, Water Resource Agent, Sr., and briefly spoke with him for approximately four minutes. I explained that I wanted to discuss the reversal of the water rights, and that I wanted to know what further review had been completed to make that decision. Adamson stated that he was busy, and needed to complete an email, and stated that he would look into it, and call me back.

On April 5, 2022, at 1228 hours, ALT, I again called the Idaho Department of Water Resources, Regional Office, in Idaho Falls, Idaho at (208) 525-7161. I again spoke briefly with Adamson for four minutes. Adamson apologized for the delay in getting back with me, and stated that he would look up the information and call me back.

On April 5, 2022, at 1306 hours, ALT, Adamson called me from (208) 497-3785 and we spoke for fifty two minutes. I explained that I had purchased the land from Ronald E. Byers with water rights, and that I had utilized and relied upon the Idaho Department of Water Resources, official webpage to look up and verify the water rights on the property that I had purchased. I told Adamson that the webpage showed shape files of each of the water rights place of use, and that all of the property within the depicted water right borders, for water rights 74-210B and 74-2183A, is entirely included within the property that I purchased from Byers.

Adamson told me that water rights followed a chain of title, and that the adjudication court relied on a Decree Water Right. Adamson also stated that the decision by the judge and the court is based on what the Idaho Department of Water Resources provides. Adamson stated that the Idaho Department of Water

Resources also provides a Directors Report to the court. Adamson stated that he would look up the adjudication claim report, and email it to me.

Adamson was unable to tell me why the shape files in their Arc Map database had not been updated. Adamson stated that I could look up parcel boundaries descriptions at the County Clerk's Office in Salmon, Idaho. Adamson stated that I could apply for a water use permit for the property, that would be good for up to five years, but that I would probably have a priority date of sometime in June 2022, and that in the case of a water shortage, I likely wouldn't be able to get any water, regardless.

Adamson stated that I could fill out a transfer of property form and submit it, and that Kirk Klemmer could sell me a water right, if he was inclined to do so. I told Adamson that it was unlikely Klemmer would sell me a water right, since he now likely believes that I tried to "steal" his water rights.

- **ILLEGAL IRRIGATION BY RONALD E. BYERS AND KIRK AND TINA KLEMMER**

I advised Adamson that Byers stated he had been irrigating the land I had purchased for at least the past seven years. I advised Adamson that Byers told me that he had done a lot of work over the years, to put in ditches, and get water to where it the land could be irrigated. I advised Adamson that Byers told me that it is easy to irrigate now, and that it seems there is almost too much water at times, and often needs to be turned off. I advised Adamson that Byers told me that the land I had purchased, was irrigated from top to bottom, basically hands free, and with little effort. Adamson stated that irrigating the land was illegal, and that the penalty was $300.00 per acre, per year, but that he was only able to go back for two years.

I also advised Adamson that by looking at the water right map on the Idaho Department of Water Resources official webpage, it did not appear possible for Kirk Klemmer to legally utilize any water from water right 74-210B, which he owns. I advised Adamson that it appears the point of diversion for 74-210B is lower in elevation that Klemmer's lowest property boundary.

- **JAROD ADAMSON - WATER RIGHT OWNERSHIP REVERSAL DOCUMENTATION**

On April 5, 2022, at 1422 hours, MST, Jerod, Adamson sent me an email with two attachments, Claim file and supporting documents for water right 74-2183A, **(Attachment 20, pp 1 - 11),** and Claim File_74-2183A Klemmer.pdf; Reversal of Ownership Change Letter to IDWR From Klemmer.pdf, **(Attachment 20, pp 12 - 29)**. I also observed a memo, dated March 31, 2022, written by Debbi Judd, referencing change in ownership. The memo states in part, "After further review it was determined that the water right shapes appear to have been updated to the incorrect property." "The ownership change has been reversed, but the shape has not been updated." "See claim file," **(Attachment 20, p 30).**

Adamson wrote, "Please find the documents attached to the email." "In the document titled, Claim File_74-2183A Klemmer, you will find the adjudication claim report." "This report is also what would have been used to determine the place and purpose of use for the water right by the Adjudication Court." "This report is also what would have been used by Debbi Judd to make the determination that Klemmer has always owned the water right from the time the adjudication claim was made, which supports Klemmer's claim in his letter to IDWR." The second attachment will have the letter from Klemmer to IDWR stating

that the water right ownership was changed in error," **(Attachment 20, p 14)**. I observed that Adamson did not provide any documentation regarding the reversal of water right 74-210B.

- **JAROD ADAMSON - OPTIONS FOR WATER RIGHT PURCHASE**

On April 7, 2022, at 1226 hours, ALT, I sent Adamson an email, thanking him for the information, and asking him if he could send me some information regarding what options I may have to purchase a water right from Kirk Klemmer, **(Attachment 21)**. I advised Adamson that I believed I had been misled on the purchase, and that I did not have high expectations of Klemmer being willing to sell me a water right, since he likely thinks I was trying to steal his water rights, based on erroneous shape file locations, but a I don't have anything to lose.

On April 8, 2022, at 0715 hours, ALT, Adamson sent me an email regarding water right purchase information, and two attachments, application-for-transfer-of-water-right.pdf, and application-for-transfer-of-water-right-instructions.pdf, **(Attachment 22).** Adamson explained that I would use the transfer application form to move the portion of water right I purchased, onto my property. Adamson stated that when someone purchases a water right, the purchase is contingent on the approval of the transfer application, depending on how the buying or selling of the water right takes place. Adamson stated that the transfer application can take up to two months for an initial processing.

Adamson stated that if the transfer application is just a change in place of use, it is not advertised in the newspaper. Further that if the application proposes to change the point of diversion, it is advertised in the newspaper for ten days. Adamson stated that this allows other water users to protest the application if they have good reason, i.e., the change would injure their water use, and that if the application is protested, it can delay the processing significantly. Adamson stated that I can try applying for a new water right, but that it may be very difficult, like we had previously discussed on the telephone. Adamson stated that beyond those options, would be using ground water from a well, where under Idaho Statute 42-111(a) you are allowed to use water for home in use, 1/2 acre of irrigation, or the watering of livestock, and a limitation of 13,000 gallons per day.

- **CONTINUED WATER RIGHTS INVESTIGATION**

On April 18, 2022, I looked at all of the water rights, owned by Ronald E. Byers, using the official Idaho Department of Water Resources webpage. Byers owns the following water rights: 74-210A, 74-734A, 74-734D, 74-734F, 74-10064, and 74-10092, **(Attachment 23, pp 5 - 10)**. Byers completed a Notice of Change in Water Right Ownership on September 21, 2012, changing ownership from Steve and Mary Ann Borden to Ronald E. Byers, and the document is stamped, "Received May, 02, 2013," **(Attachment 23, pp 1 - 4)**. I observed that Byers included a map, outlining three parcels which he owned, **(Attachment 23, p 2)**, and a Warranty Deed, dated 9/21/12, **(Attachment 23, pp 3 - 4).**

I observed that the water rights places of use for water rights 74-210A, 74-734A, 74-734D, and 74-734F, encompassed nearly all of the property owned by Ronald E. Byers, except for the land that Byers had surveyed off for sale. I observed that Byers had a 0.2 acre triangle shaped, parcel of land, located in Section 3, within the water right place of use for water right 74-734D, surveyed to be included in the parcel that he had surveyed off for sale. This 0.2 acre parcel, is located in the most southwest corner of Parcel A, and is

included in the 6.94 acres of land that Lori Nelson and I purchased from Ronald E. Byers. This 0.2 acre parcel of land is the only land that Byers owned a water right for, that was surveyed off for sale. There are no water rights for the remainder of the land that Byers had surveyed off for sale.

Lori Nelson and I purchased Parcel A from Byers, and only the 0.2 acre parcel came with water rights. The water right is 74-16256, for 0.2 acres, with a diversion rate of 0.01 cubic feet per second (CFS). Water right 74-16256 shows Lori A. Nelson and Rohn R. Nelson as current owners, and the most recent original owners as Charlotte Kornell and William Kornell, **(Attachment 24, 7 pp).**

I also observed that the only water right, that Byers owned in Section 34, is water right 74-210A, **(Attachment 23, p 5)**. The land, owned by Byers, located north of the water right place of use for water right 74-210A, and east of Wimpey Creek Road, to the west boundary of Parcel A, does not have any water right. This area of land is the only other land, owned by Byers, that has no water right, since he sold Parcel A to Lori Nelson and I.

I also looked at all of the water rights owned by Kirk and Tina Klemmer. The Klemmer's own the following water rights: 74-210B, 74-2183A, and 74-10160, **(Attachment 25, pp 1 - 3)**. I observed that the water right places of use for water rights 74-210B, and for 74-2183A, are shown to be located entirely within the boundaries of the land which Lori Nelson and I purchased from Ronald E. Byers.

I also looked at the documents in the Claim File for water right 74-210B, **(Attachment 26, 10 pp)**. I observed a document titled, Idaho Department of Water Resources, Water Right No., 74-00210B, Kirk and Tina Klemmer, showing that it was a GIS Presentation, Prepared by R. Brown and dated March 16, 2004. The document depicts a shape file water right place of use boundary that is entirely within the boundaries of the land which Lori Nelson and I purchased from Ronald E. Byers.

I also observed a document titled, Idaho Department of Water Resources, A74-210B, showing that it was prepared by Anita Warntjes, and was dated November 18, 2002. The document depicts a shape file water right place of use boundary that is entirely within the boundaries of the land which Lori Nelson and I purchased from Ronald E. Byers.

I also observed a document titled, Idaho Department of Water Resources, A74-00210B, showing that it was prepared by Anita Warntjes, and was dated November 18, 2002. The document depicts a shape file water right place of use boundary that is entirely within the boundaries of the land which Lori Nelson and I purchased from Ronald E. Byers. I also observed the name Klemmer, with a red line drawn to the approximate location of Klemmer's property, and hand written, "I'll get a plat of this property."

I also, again looked at the documents in the Claim File for water right 74-2183A, **(Attachment 20, 11 pp)**. I observed a document titled, Idaho Department of Water Resources, Water Right No., 74-02183A, Kirk and Tine Klemmer, showing that it was a GIS Presentation, Prepared by R. Brown and dated March 19, 2004. The document depicts a shape file water right place of use boundary that is entirely within the boundaries of the land which Lori Nelson and I purchased from Ronald E. Byers.

I also observed a document titled, Idaho Department of Water Resources, A74-02183A. I also observed that "74-210 B" was handwritten in red ink on the top portion of the document. I also observed that "Exact

Duplicate," "See 210 Survey," was written in red ink near the bottom portion of the document. The document shows that it was prepared by Anita Warntjes, and was dated, December 19, 2002.

I also observed that water right 74-15842 is shown within the boundaries of the land which Lori Nelson and I purchased from Ronald E. Byers, that is located in Section 34, for fish propagation. I also observed that there were two water right points of diversion, 74-10096, and 74-15842, within the boundaries of the land Lori Nelson and I purchased from Ronald E. Byers, that is located in Section 34.

I looked up water right 74-15842, **(Attachment 27, 4 pp),** and observed a document, titled State of Idaho, Department of Water Resources, Beneficial Use Field Report dated, May 22, 2012. Under Narrative/ Remarks/Comments, it states, in part, "There is no spatial data point for this diversion and no apparent water rights being diverted through this ditch, but Fish and Game describe it as LWC-01."

I also looked up water right 74-0096. This water right shows a water right place of use encompassing all of Section 34, and that it is still owned by Ray and Ruby Skinner yet records indicate that they no longer own any land in Section 34. The water right is for non-irrigation use, domestic, one house, and for stock water for 150 cattle.

I also looked up Eric Miller's application 74-16233, which shows a point of diversion on the land Lori Nelson and I purchased from Ronald E. Byers. I observed a letter written by Cindy Yenter, Idaho Department of Water Resources, Salmon Field Office, dated, Friday, June 12, 2020, **(Attachment 28).** The letter states, in part, "I have asked to go look at the POD because there is something goofy about the Wimpey 1 diversion." "IDFG questioned the source and thought it should be waste water, but then IDFG did not protest." "Still I think there's enough question there that I will go see for myself."

I also observed a second Letter written by Cindy Yenter, Idaho Department of Water Resources, Salmon Field Office, dated, Friday, June 15, 2020, **(Attachment 29, 2 pp)**. The letter states, in part, " The POD on the IDFG water right 74-15842 is at the new diversion location, but PODs on five water rights at the old diversion were never addressed so they remain in SESE Sec34." "There also appear to be at least 2 water users from the original diversion who are now above the diversion and are likely diverting at pumps or different ditches not in conformance with their water rights." "That is a separate mess, but we should not make it worse by permitting the Miller application at the old POD, which appears on the application."

- **05/27/22 - RONALD E. BYERS TELEPHONE CALL 1**

On May 27, 2022, at approximately1633 hours, ALT, Ronald E. Byers called me. The call lasted approximately 14:50 and the conversation ended at approximately 1648 hours, ALT. I electronically recorded the conversation, and saved it as Ron Byers 1. **(Audio Recordings - Ronald E. Byers 1 on 5/27/22)**.

RN: Hello
RB: Hey Rohn, how's it going, it's Ron Byers.
RN: Hey Ron, how are you?
RB: Oh, I'm good. Hey uh, I just got your email, or an email, about the water.
RN: Yeah.

RB: So, I talked to Rick Sager. He's the water master.
RN: Uh hm.
RB: And uh, he's in Washington right now, at a funeral, but he's going to be home Sunday night though. He's going to get hold of me on Monday, and I'm going to have him; he's going to talk to you, and explain to you, all of this, that it'll, you'll understand it, that that, there's no insufficient amount of water. He explained it to me, but I, I have no idea what he said.
RN: There's, there's no insufficient amount of water?
RB: Yeah, for . . .
RN: For that parcel?
RB: He, he said everybody in the Lemhi has 0.2 something, decreeded water, or something like that, he said, but, once it goes through so and so, to so and so, to so and so, it's all, it, there's no, yeah, I don't know, it didn't make fucking sense to me.
RN: (chuckle) Well . . .
RB: I mean it made sense when he was telling me, but I can't remember what he said, because you know, it was like, listening to him is like, listening to a lawyer too, because he knows what he is talking about.
RN: Right, well . . .
RB: But. . .
RN: What, what water rights were on that when you sold it to me?
RB: The water right that come down that ditch.
RN: Whi . . , Which uh, which, which, which ditch, the top ditch?
RB: Yeah.
RN: That water right came with the land?
RB: Well, as far as I know, because that's what, that's what waters it. I mean, unless you wanted to suck water out of that little ditch on the bottom.
RN: Right.
RB: Sager told me that they got Klemmer's all straightened out. And I, and Klemmer, I forget what the hell he told me one time. I don't even know what brought it up, he goes, yeah, I found out my water right, I don't, shit I don't know, fuckin'. . .
RN: Well, well what, all I want out of this deal, is what I paid for. You know? Thats . .
RB: Right.
RN: That's all I want.
RB: Yeah, well you'll never have, not have water.
RN: Right.
RB: I mean that just is, a flowing ditch that, you know, when it, whenever it is shut down, it's be coming through Molten's, you know, because he's irrigating, and then as it comes down, it just gets turned loose.
RN: Is Moulton up above Klemmer?
RB: Yeah, he's the big ranch.
RN: Oh OK. Up, up the road, on up the hill?
RB: Yeah. Yeah, but I mean hell, the water is practically running, almost all the time. And it's running in there now. I had to finally tell Klemmer, quit letting it run in there.
RN: Is that right?
RB: Oh yeah. That's how it was last year. Remember when you were here looking?
RN: Righ. . , yeah, oh yeah. Well . .
RB: It's doing the same thing, and he says, I got plenty of water. Well, this has been a quite a while ago, you know, I got a lot of water coming down. He said, you want me to turn it loose? I said sure. And then finally, I walked in and I said, you know this is after weeks, I said, I said, shit, that water still in the ditch?

He goes, yeah, and I go, how come, uh, Molten and them aren't taking it? He says, well, they probably are, but they let water run through all the time. You know, maybe there's enough water, that it's probably going over their dam. He said, just, if you don't want it, I'll just let it run down, through my yard, back into the creek. I said OK, yeah, because there's too much water.
RN: Right.
RB: And then, but now there's been water running up there again for, shit, a couple of weeks.
RN: OK. Well, yeah, I don't want to . . .
RB: Rick'll, Rick'll set you, Rick'll, you know, he'll, he'll tell you so that I'd understand, so that you'll understand, and, all it's, the legalities and all that. Yeah, I would never, you know, try to rip anybody off.
RN: OK
RB: I never even looked at any of this, nothing that I own here, I've never, ever looked to see what, how much water do I get, a inch of water, two, uh, cause I've never not had water. (chuckle)
RN: Yeah. Yeah, there, there's, there's quite a bit there. I just want to be legal if I use it. You know?
RB: Oh yeah, it's, yeah, it, that, that, that's where the ditch comes, and when they put this, this ditch across the middle here, because that water was supposed to be going across the highway, and then on down the highway, and them old guys, when I first came here, at, I, we're, they came over and introduced themselves, and I was talking, they were talking about this ditch, and he said, yeah, at one time, that ditch wasn't there, and he said, it took so long for us to get the water, you know, as it worked it's way down the ditch from neighbor to neighbor, you know it was too much time in between, but you know, some of these guys are absolute water whores. I mean if that water ain't running twenty four; seven, all Summer long, they think they're running out of water.
RN: Right.
RB: But, anyway, that's neither here nor there.
RN: Yeah, ma . .
RB: And they said, so when we put this ditch in, uh, this, uh, whatever the hell that thing is, that fish screen, and all that.
RN: Uh hm.
RB: And I, then I noticed, when I looked at my property thing, it shows a, a water right out of that ditch, because, you know, that water can't flood down, an, and come over here. Which is probably what they did at one time, when the guy bought that, you know, 'cause it, it's, it was a separate parcel. It's not like I split it off.
RN: Right, right.
RB: You know, when I bought this place, it was three separate parcels.
RN: So, who, who were all the, who were all the previous owners for, for what you had there? You, you bought it from Sunny Side or something, the bottom part.
RB: No, I bought it from a guy named Borden, in southern California, and he had it for like, well, I don't know how long he had them other pieces. I know he bought this house here, and then, just the neighbors told me, that, yes, his name was Steve, when that little place came for sale across the creek there, Steve bought that, and then when that other piece, came for sale, up on the hill by Klemmers, he bought that. He didn't want any neighbors, even though they never, ever lived here, and he never had any intention, and I asked him one time, I said, hey, does that heater work downstairs, and he goes I don't know that Ron, he said, we, I, had that place for twenty something years, he said, we never, were ever there during the winter, he said we came for a week or two in the Spring, and a week or two in the Fall, one was to turn water on, and one was to turn water off, and, and they just, this was their vacation area, you know.
RN: Right. Yeah, I, I, I, I, went down and um, uh, in Salmon there, and tried to change those water right owner, the water rights that were on my land, that were shown on that property I bought.

RB: Yeah.
RN: Over, when they split, they split the bottom one with you right?
RB: The what?
RN: They, they split that water right down on the lower end of that with, with you, right?
RB: Wh, who?
RN: The, (laugh) the, the little, the, the little piece that dropped down in the corner there, they spli, I split a water right with you didn't I?
RB: Oh yeah, just, well, part of that dit, well I don't know. See I never, like I said, I never even looked at that shit. I know I have one out of the creek by my son's house, out of the creek right here next to my house, up there where it floods, and then then it looks like one, right, almost on the corner of Wimpey Creek Road. Well, maybe up a little ways, up Wimpey Creek road a little ways, it just shows a pin over there. You know, so, so, which would be sucking out of that ditch.
RN: OK, Well, I tried to change . . .
RB: Your's is just a flood thing, I mean, and shit, I mean the way it is, if you want, you could stick a electric pump down in that creek, if you want, and suck it up that hill.
RN: (laugh), Yeah, well, I, I tried to, I tried to change the, um. Didn't you call me, uh, uh, not too long ago, and told me that you got some paperwork regarding change of water right ownership?
RB: Yeah.
RN: What does. . . wha, what did that, I tried to change them water rights that were shown on my land, over, or on that parcel, on my land (chuckle), over uh, to my name.
RB: Yeah.
RN: And I guess uh, Klemmer probably thinks I'm nefariously trying to steal his water right, now, or, or something. He, he sent. . .
RB: (laugh in background) I don't think so.
RN: Well, he sent . . .
RB: Why would he think that?
RN: Well, he sent them a letter, that said that uh, (laugh in the background) there's no way that I can get that water right, because I can't show a claim of title (laugh in background), and um, they, they actually gave me that water, those water rights, I think it's 2183A (laugh in the background) and 210B, um. And then uh, they upon further review, or whatever, uh, de, reversed them.
RB: That doesn't even make sense. I, I, like I said, I don't understand that at all, but I was talking to Rick, he says, well, we got Klemmer's all straightened out. He said, when I get back, I'll pull up something. He said, I'm at a funeral right now, in Tri Cities, I think that's what he said. . .
RN: What was Rick . .
RB: Washington
RN: What's Rick's last name?
RB: Sager. He's been the water master here forever.
RN: Sager. That's, OK, that's
RB: Sager. S, I think it's S A G E R.
RN: OK. Well all I want out of this deal (laugh) is what I paid for.
RB: Well hell yeah.
RN: I, I want what I paid for. I want to be able to irrigate, without breaking the law. Um . .
RB: Well you can. I been doing it, ten, for ten years, and no-one, nothing's ever said. The neighbors release it, and it just comes down the ditch. And if, if it ever got to where. . . Before Moulton owned that ranch, uh, Jim Skinner owned it, and he had some Mexicans that would put two dams, and they would move, and I'm not exaggerating, maybe, sometimes, forty yards at a time, and it took like three weeks, and,

and so, when I was talking to him one day, he goes oh hell, those Mexicans, they don't know any better, he says, whenever you need water, all you do is call me, and I'll just tell em, throw, lift the dam, I said, from now on, just go up there and pull the dam. And then when Moulton got it, he's got different guys, and, you know, they're, they do it normal, so it comes, it comes fast, like I said, that, that's never, really, kinda, not even trickling through there.
RN: Ok. Well, I just want . . .
RB: It's, big, but it's never been an issue.
RN: I, I, I, I just want some, some legal legal foundation to. .
RB: Yeah
RN: you know, irrigate. That's why I paid as much as I did for that. That's all I'm asking in this deal.
RB: Yeah. Well Rick Sager'll be able to, like I said, right now, I'm just the middle man, I just wanted to touch base with you, and let you know that there's no funny Hanky Panky, or nothing going on, you know.
RN: OK, Well, I appreciate that.
RB: Yeah, no, no hard feeling, no, shit, I'd, I wish you'd have called, and uh, we could have got it straight . . . Did you guys ever come here?
RN: What, what do you mean? Did I ever come down there?
RB: Well, I thought you said you were coming in . . .
RN: Oh,
RB: end of April, or beginning of May, or . . .
RN: No, I haven't, uh, I haven't yet. I haven't yet. I think we're going to, we're, I think probably going to head that way here, before too long though.
RB: Oh, OK.
RN: But, I don't know. I'm, I don't know if I'm going to, you know, go on with all those plans, for sure, until I, 'til I get some of this stuff resolved, but . . .
RB: Oh no, this is, you don't got nothing to worry about there. He explained it to where there's, when he explained it to me, he said, no there's nothing to worry about, he says. I'll uh, when I get home Sunday, I'll be home Sunday night, he said and we'll touch base on Monday, and he said, and I'll, I'll get home, and I'll explain everything to him, how it works. But he wanted to pull up something, I don't know what. And he did say, he said, we got Klemmer's all straightened out. I remember just a while back, I don't remember how long, hell it could have been a month or two, just out of the blue, Klemmer said, we were just having coffee one day, and he goes, yeah, I got, ah, I don't remember what he said. I just remember him saying something about the water rights.
RN: Yeah.
RB: But it wasn't nothing bad, I remember that.
RN: Do, well, uh . . .
RB: I'm going, I'm going to call him, and ask him what he said that time.
RN: (laugh) Well, well is, is there some way I can get a legal water right to that property that I own, that'll irrigate it like, like it was, like it was said, when I bought it? You know? Thats, that's what I want. I want a legal water right . .
RB: Yeah that, and, the way Rick explained to me, he says, the whole, the State of Idaho, he said that, or the whole Lemhi, that's what everybody is allotted, per right, he said, but it all, I don't know, I'm going to say it, but it's not going to make sense. I don't know. It'll all be exactly what you wanted.
RN: Alright, yeah, if we, if . .
RB: But he said that's how everybody's is.
RN: If we can do that, without just somebody's word on it, I, I, you know, I, I want . . .

RB: Right. Well, he'll be the one that, you know, that, he's, he's the one that'll, you know, he knows what the hell he's talking about, I don't know what the fuck I'm talking about. I should have tape recorded him.
RN: (laugh)
RB: But I was concerned too. I thought, well what the fuck? That was, you know, that was irrigated property when I bought it. It shows, you know the, where the irrigation come froms, you know theres. . . shit (chuckle).
RN: Right.
RB: But when they started talking them fucking numbers, he goes, he said, Moulton, he said, uh, he doesn't get something, and Chad, he wouldn't get something, you wou . . . he said nobody would get something, blah, blah, blah, he said they're all allotted 0.3, shit, he, I don't know, he was babbling all these numbers.
RN: Right.
RB: But, you know, that's just all he does, so he knows.
RN: OK.
RB: He'll, he'll make it all good for you, so, I don't want anybody nervous, or upset.
RN: Well, yeah, I'm, you know, that, I, I paid a lot for, to be able to irrigate without going to jail, that was my, that was . . .
RB: Oh no, that would never fucking, (laugh) no that ain't never going to happen. Well . .
RN: (laugh) I spent to many years in law . . .
RB: If you feel that way, I'll just keep irrigating it for you, because it's running up there now. (laugh)
RN: (laugh) Alright, well, it, it, it sounds like we may be able to resolve this well, but I, like I said, I . . .
RB: Oh, it will be.
RN: I want something in my hand, that says I can go irrigate that, without breaking the dang law, you know?
RB: Yeah, no, it's not that hard core here, you know, and it's just. . . You'll understand after you talk to him. Like I said, I shouldn't even be throwing numbers. I just wanted to find out what the hell was going on, because he's the one, you know, and I didn't know either.
RN: Right. Right. Alright, well, jeez, I, I appreciate you reaching out to me, Ron, I really do.
RB: Oh yeah, no problem, shit, I was, like I said, I don't want nobody upset with me, shit, I'd have never fucking done that. (chuckle).
RN: (chuckle) OK. I'm, I'm, I'm glad to hear that, I just want to . . .
RB: Yeah.
RN: I just want some sort of resolution where I can . . .
RB: Oh, I don't blame you.
RN: you know, where I can irrigate illegally, errr, legally, not illegally.
RB: Right. Right.
RN: So. . .
RB: No. Like I said, I'll, I'll talk to him on Monday. He told me to call him Monday, and remind him.
RN: OK.
RB: And hopefully he'll reach out to you on the same day.
RN: That sounds . . .
RB: If not, I'll reach out to you. (chuckle)
RN: That, that sounds good, Ron. I appreciate it.
RB: OK. I'll be in touch, Rohn. Well, take care.
RN: Alright. Thank you sir.
RB: Uh huh.
RN: Aright.

RB: Bye.
RN: Bye.
RN: So, today's date is May 27th. It is, uh, 4:48 P. M. This is Rohn Nelson. That was a conversation with Ronald E. Byers.

- **05/30/22 - RONALD E. BYERS VOICEMAIL**

On Monday, May 30, 2022, at approximately 1412 hours, ALT, Ronald E. Byers called me and left a message **(Audio Recordings - Ronald E. Byers Voicemail on 5/30/22)**.

RB: Hey Rohn, it's Ron Byers. It's about 4:00 on Monday. Hey, I just wanted to give you a heads up. I told you someone would get a hold of you on Monday, and I talked to Rick Sager, the water master, and he's uh, he's sitting down to go over all the stuff, now, and he told me, see if he could have something figured out, let me know in the morning, so, as soon as I hear something, I'll uh, I'll get a hold of you, so, shooting for tomorrow morning, to hear something. Alright. If you have any questions, feel free to give me a holler. Alright. Take care. Bye.

- **06/01/22 - RONALD E. BYERS TELEPHONE CALL 2**

On June 1, 2022, at approximately1411 hours, ALT, Ronald E. Byers called me. The call lasted approximately 17:35 and the conversation ended at approximately 1428 hours, ALT. I electronically recorded the conversation, and saved it as Ron Byers 2 **(Audio Recordings - Ronald E. Byers 2 on 6/1/22).** On June 3, 2022, at approximately 0830 hours, AKT.

RN: Hello Ron. Ooh, Wow. Hang on a sec, I'll have to stop here.
RB: Oh.
RN: Hey, what's going on?
RB: Oh, nothing. I don't know if you got my message the other day.
RN: Man, uh, yeah, I've been out of cell service here for a while, um.
RB: Oh.
RN: We're actually driving down through Canada, but uh, I did. Uh, day before yesterday, you called, I think.
RB: Yeah.
RN: So,
RB: Well. .
RN: yeah,
RB: Anyway . . .
RN: yeah, yeah, so what,
RB: Go ahead.
RN: What have we, what have we found out?
RB: Well, when Rick came to my house, he goes, holy shit, you got a mess. He says, your points of decree aren't even on your property. He says, you need to go down and talk to this guy, and get this, the guy in town here, and get this shit straightened out. They got your, one of your water rights over on the other side of, uh, uh, Skinner Ranch Road, over there, and everything. He said, there's no way that's even possible. He

said at that time, and I told him that I'd done that, once upon a time, and he says, well, then that should be on record somewhere. He says, just go in there, and tell that guy, he helped, they helped, s, uh, Klemmer get his all straightened out, and they'll get yours straightened out to, so.
RN: So, what do you mean, your . .
RB: I called . .
RN: What, what. . .
RB: Huh?
RN: What points of decree were they talking about?
RB: For my hou, for even my own yard.
RN: That isn't . . .
RB: I mean, mine, huh?
RN: Is that the same as a point of diversion?
RB: Or, maybe that's what he called it. Something.
RN: Yeah.
RB: Like I said, I these guys, know what they're talking about, and I was just sitting there, listening, and they ramble so fast, and on, and on, and on.
RN: (chuckle)
RB: And they show me little, tiny pictures on his phone. I was like, fuck, I can't even see that. I don't have my glasses. He said, well, I'll text them to you, but they didn't even make any sense to me.
RN: Well, did he. . .
RB: But I did get a, I had an aerial view one time, and it, and it may still be in one of my other folders, that I've looked around for, and it showed a red pin, where water came, right where my pump is over here, a red pin, right where my son's is, and a red pin, right where that water comes through the fence up there, and a red pin, all the way to the left of my house, towards Wimpey Creek, right in that ditch that's there.
RN: OK, well it . . .
RB: You know, I have four water rights, but it's, I think it's just going to be . . . Kirk Klemmer, I went up and talked to him, and how long his took. He said it took almost six weeks.
RN: Six weeks?
RB: He said the guy in town was very helpful.
RN: OK. Well, what, did, did he, did he know what water right, or what water rights, are supposed to be on that parcel I bought?
RB: Oh, he don't know shit. I mean he's rambling all these numbers, and like I said, it don't even make any sense to me, you know?
RN: So. . .
RB: He said they should all be the same. He said, they show one of mine, says, oh God, I don't even want to use, I don't, I don't remember what the number is, but just say for example, if it's supposed to be twelve, one of mine is nineteen, one of them is eight, he said that's, that, these are not even right numbers.
RN: For your, for your water rights?
RB: For my personal yard here.
RN: Right. Well do you. . .
RB: We started off, right here, you know?
RN: Right.
RB: And then he pulled up, cause I do wanted to know where he showed your water coming from. He says, well it shows a little, teeny weeny corner, down there by the screen, which makes absolutely no sense.
RN: Well, that's the water right that I split with you. The little triangle piece.
RB: Uh,

RN: In the very bottom of that parcel.
RB: Yep. Yep.
RN: Yeah, for .2 acres for .01 cubic feet a second. That's the only water right I got.
RB: Yeah, and he said, you know, he said all, everything up along here should have water right; you know, because it, that's just what is done.
RN: Right.
RB: He said, so somehow, it's gone. I think he said at one time. . . Did Klemmer have . . . I don't know what he said. I'm not even going to try repeating, because I don't remember exactly what he said. I'm just going to . . . This guy here in town, he has walk-ins on Monday, and uh, uh, appointment only the rest of the week. And when I called him yesterday. . . I saw Klemmer later, and he says, well I called him about four times, and he never did answer. He said, I finally went on Monday. He said I don't want to get sarcastic with him, and say anything about not answering the phone, so.
RN: Is that uh, that Graybill guy?
RB: What's his name?
RN: Uh, Graybill, I think. David . .
RB: No.
RN: David, David Graybill.
RB: I think so. David something. I think that's what it said.
RN: Yeah.
RB: Did you talk to him?
RN: A long time ago. Yeah.
RB: How long? Like after you bought it?
RN: Yeah, after I bought it. Um, I went in there and uh,
RB: How the hell'd you get in there? (chuckle)
RN: (chuckle) I just walked in. But, uh, covid was going on pretty hard then though. Um.
RB: Ah,
RN: But,
RB: And what did he say?
RN: Well, um, that's what I was telling you last time we talked. Um, I went in there, and I told him I'd bought that parcel from you . . . You there?
RB: Yeah.
RN: Yeah, I told him I bought that parcel from you, and uh, and I wanted to change the water rights over to my name, to, the ownership to my, to Lori and I, right?
RB: Right.
RN: So, he, he, he actually looked them all up, uh, not right then, but subsequent to that, after I got home. He looked them all up, and he, and he, and he told me that uh, water right 2183A, was all, entirely on my property, and 210B was entirely on that parcel that I bought, and that the other one, down below, I don't have the number on the top of my head, the little triangle the you were talking about, was a split with a water right that you owned. And that was the only water right that you owned, was that little tiny split.
RB: (laugh) See that's where it . . .
RN: So,
RB: goes wrong, because I'm paying for four water rights.
RN: Well, you, you do, but not up on that parcel.
RB: Yeah.
RN: And so, so I . . .

RB: That's why Klemmer said it, or not Klemmer, but, uh, Rick Sager said it's wrong, because, he says, they're showing your point of, something, that it's not even on my property. It's way over on Skinners, he said, there's not, and that water, there's no way that water even gets here.
RN: Well, um, the
RB: Klemmer told me, when he went in, they had to re straighten all the . . . He said they even sent him a apology, because they had the boundaries all wrong.
RN: Well the . . .
RB: The description of the boundaries, and that David guy could't help him, but he helped him write a letter to somewhere in Ida, in Idaho Falls, and that got everything straightened out.
RN: Well, those boundaries for that parcel, there's water rights covering the entire thing, um, with boundaries, but when you look up that water right, that 2183A, and 210B. That water right, they show completely on that parcel that I bought, but when you look at the chain of title, they're Klemmer's. That's why . . .
RB: Yeah, well,
RN: That . . .
RB: Klemmer's was all fucked up too, and they got his all straightened out.
RN: Well, that's why I , that's why I said Klemmer probably thinks I'm trying to steal his water rights, because . . .
RN: I tri . . .
RB: Oh no.
RN: I changed those . . .
RN: I ch,
RB: He said he was . . .
RN: I changed those over to my name, and he wrote a letter to Idaho Department of Water Resources, saying, hey, this is in error, this can't be, because Nelson . . .
RB: Yeah.
RN: Nelson can't show a claim of title to those water rights, and they reversed it, and I'm sitting there with nothing, Ron.
RB: Yeah, he said that's why they fucked up.
RN: And that ain't what I bought.
RB: He said they straightened Klemmer's out, but didn't do nothing with the one below. Because they had Klemmer at double what he should have been getting. I forget. He explained it all to me and it made sense.
RN: Well it . . .
RB: He says now I got to go do the same thing, because he says your, they're not even showing your water rights where they are.
RN: Well, here's, here's, heres what I need, Ron, I need legal water rights, with my name on them, for that . . .
RB: Yeah.
RN: parcel, and if I don't have that, we're going to have to settle out in litigation, because that ain't what I paid for.
RB: Yeah.
RN: You . . .
RB: Whatever.
RN: You know, I mean I need water rights, or I don't want the land. That's . . .
RB: Right.
RN: where I'm at.

RB: Well, yeah. Well, he did, I asked Sager, I go well, well what's worst possible scenario? What if there were no water right there? He goes well then he just applies for a, a new water right, just like Eric just did for his house.
RN: (laugh) Yeah, that ain't what I paid for, Ron.
RB: Well, whatever.
RN: Whatever's yeah, I mean . . .
RB: Well, I don't mean . . . I'm just saying there's, there's that option, you know.
RN: Yeah, but then I got a priority date that's what, August or September, this year, so if it does come down to it, I, I'm, I don't have any priority anyway.
RB: That's . . . what do you mean?
RN: Well, it goes to, it goes, the water rights go by priority date, do they not?
RB: Yeah, I don't know wha . . know the hell the water works. I know Eric gots 2020, and he got all the water he needs, 'cause it's coming right through my yard here. (chuckle)
RN: Eric uh,
RB: You know they just send a letter, or, send a letter to the neighbors, or he actually walked around and asked the neighbors, hey I want to get water out of that ditch, you, can you sign this thing saying you don't care, or can you sign it saying you do care, you know, you sign the neighbor that were along the ditch, and that was it.
RN: Right. Well,
RB: Yeah.
RN: I, yeah, I, I, ah, I, I need water rights, period. That's . . .
RB: Yeah
RN: Thats where . . .
RB: Well, I got, they should be there as far as . . . I mean I paid for them too. That's what I bought this place too, and I just started sucking water (chuckle). And, like I said, they started sending me a bill, right off the bat, saying four water rights on three parcels. I never could figure that out.
RN: Well, um, you, you do have, you do have water rights. You have four or five of them.
RB: Yeah, well,
RN: But, but . .
RB: not where this guy showed me on the map, that I just got from, looked at with Sager the other day.
RN: Right, but you, you, but you don't have, I don't think you have ever owned any water rights on that land that I bought from you, other than that little triangle.
RB: Yeah, well that doesn't even make sense.
RN: (chuckle)
RB: Because that ditch used to go, yeah, I don't know. That's what I'll find out from the guy. I mean, we can go back and forth about it, and it ain't going to solve nothing until I talk to someone, and then they talk to somebody else.
RN: That's, thats probably true.
RB: Somewhere, somebody's got to know something.
RN: That's right (laugh). You, you would think so. That, that, that's true. But . . .
RB: Yeah.
RN: I need to uh, I need to have this, I need to have this figured out.
RB: What's that?
RN: I do need to have this figured out. I need water rights on that property.
RB: Well, yeah, no shit. That's what I'm, I'm trying to do, but I don't know if it's going to take two weeks, or you know, two months. I don't how, ever slow. Like I say, Klemmer told me his took six weeks.

RN: OK, well . . .
RB: And if this guy doesn't, this guy does't contact me this week, I will be in his office first thing Monday morning, because it says they take walk in's on Mondays.
RN: OK. Yeah you um, yeah, whatever, whatever, whatever we need to do, but . . .
RB: Yeah
RN: I need, I need . . .
RB: Yeah, I'm just, I'm doing everything I can, believe me, I'm trying to make shit happen, I'm no, I'm just this, kicking back and waiting, I'm not a waiter.
RN: No, (laugh) no, I know you're not
RB: At all.
RN: Well, yeah, we need to, we need to figure it out because I, yeah, I, I applied for those, and they said I don't have any up there. So . . .
RB: Hmm
RN: That, that kind of upset me, to be honest with you.
RB: Oh, I can imagine. It upset me too, when you said all this. I was like what the fuck.
RN: So . . .
RB: I can be a little, uh, a little more relaxed, when I talk to the water master, says, well these are not, this is not possible. Where mine, where they're indicating, mine are, he says you need to go in there and get this all straightened out.
RN: Well, I need to know . . .
RB: All I can do, is crawl at this snail's pace that they do everything, you know.
RN: Right. Well, I, I guess, I guess bottom line's I'm going to, I'm going to, I want water rights on that property, and I want to know what the numbers are of those water rights, and I want to know what the flow rate is for them.
RB: Well, I think they're pretty much the same. That's kind of what Sager told me.
RN: OK
RB: I don't remember what the hell that number was.
RN: So, yeah
RB: I got to write it down. That's why, I think they tell you all that anyways.
RN: 'Cause I, I, I certainly wouldn't have paid, I, that land ain't worth anything without water rights on it.
RB: Oh, sure it is.
RN: What's it worth?
RB: I see how much property is selling everywhere else, you could probably make thirty grand if you sold it right now. (chuckle)
RN: Without water rights?
RB: Probably.
RN: I wouldn't give you . . .
RB: Because everything is selling like crazy. There's nothing for sale.
RN: I wouldn't give you a thousand an acre for it.
RB: Well, that, that's your own issue. You know, I'm just saying there's people out there that I'm sure you could make money off it.
RN: Right. Well, yeah, but . . . Alright, yeah, I know.
RB: I don't want to argue with you. I mean, I don't want no hard feelings, I'm . . .
RN: No, I, I,
RB: I'm still under, under no impression in the world that that wasn't there. None.
RN: Right, well I . . .

RB: I'm just trying to do everything I can to help you out, and myself too.
RN: Right. No, absolutely. It, we do, we do need to get it straightened out, and I think uh, some of the records in Idaho Department of Water Resources, uh, need to be, need to be updated and looked at as well.
RB: Yep, and that's what happened with Klemmer's. That's why he . . . This guy in town helped him write a letter to somebody. He said this'll help get the ball rolling. Klemmer said they got it all straightened out.
RN: Do you know what his . . .
RB: The boundary . . . Fuck, I don't remember what all he said. I got to many people telling me stuff, you know.
RN: Right, right.
RB: But, yeah, I'm doing everything I can, you know.
RN: OK.
RB: And I'll know a hell of a lot more on Monday if this fucker don't call me back.
RN: OK (laugh) alright.
RB: I'm just walking in there.
RN: Yeah, I'll be uh, I'll be down in that country here at some point, before too long anyway, too.
RB: Alright
RN: So,
RB: Well, hopefully we'll have some answers, or get some kind of a ball rolling in a few days.
RN: Yeah, man I, I appreciate your efforts, I really do, but . . .
RB: Yeah, well, I'm trying, believe me.
RN: Oh, I do, I do. So . . .
RB: Alright, well we'll get it straightened out one way or another.
RN: It uh, it looked to me like, and I don't, I don't know everything for certain, but it looked to me like you had, you had legal water rights, uh, one of them is for the entire section three. Um. And you have legal water rights for every piece of land you own, except for a little tiny piece over there um, uh, right next to the Wimpey Creek Road. Um.
RB: Yeah.
RN: But, you have water rights for every piece of land that you own, except for that parcel that I bought from you, exc . . .
RB: That, that doesn't even make sense.
RN: and with the exception of that little triangle piece for .2 acres down in the bottom. You have a water right for everything you own right now, and the part that you sold, that didn't have a water right is the part I bought.
RB: That, that doesn't even make sense. I'm going to look as hard as I can to try to find that piece of paper, and I told Sager about it, and he says well, if you got that, there's a, there's a copy of it somewhere.
RN: Right.
RB: It showed four big, red dots, and I'm telling you, one was right in that corner, one was right where my pump is over here, one was right where the pump is at my son's, and one was right over by Wimpey Creek Road.
RN: That might be awesome, I mean if you can, if you can come up with that, that'd be great.
RB: Yeah,
RN: But . . .
RB: Well it's got to be somewhere.
RN: But somewhere,
RB: He said
RN: Somewhere . . .

RB: These fucking people are, you know, nothings a hurry to them, at all.
RN: Right.
RB: I just like this cocksucker that, they opened this office so this guy could help with the public. He doesn't ever return damn calls.
RN: (laugh) Right. Yeah what . . .
RB: You must have just got lucky by walking in. I should just attempt to walk in, and I'd, I'd stir up a bunch of shit.
RN: Yeah, well, yeah, I mean, ah, I don't want to be in the position I'm in right now, owning land without water right down there. Not in these conditions.
RB: I totally understand.
RN: So, that's, that's what started all this. I went down and applied for the water rights, that the records showed were on my property, and Klemmer wrote a letter, and they subsequently reversed them, and I have nothing. And he . . .
RB: Well, there's got to just got to just be a fuck up somewhere. There just has to be.
RN: OK
RB: I mean, I don't see how there could be water all the way along this ditch, except skip this one little tiny piece.
RN: Well having water in a ditch, doesn't necessarily mean a water right. You have to have a water right to use . . .
RB: Oh, I know that. No, I'm just saying, everybody along this ditch has water rights. How they, and I've got it down here. The ditch used to go to the other two neighbors, and how suddenly they skipped one piece, and didn't put water right there. Well, that doesn't even make sense to me.
RN: Right.
RB: I mean, I'm not at all concerned that it's not going to straighten out.
RN: OK.
RB: It's just, like I said, I think it's going to be at a fucking snail's pace.
RN: Right. Well, if we can get something going, I'd, you know, I'd . . .
RB: Well, I'm trying.
RN: I don't, I'd, I don't have any, I don't have any issue, you know, working with a little time or whatever, but I want this
RB: Right
RN: fixed.
RB: As long as you know something's happening.
RN: I, I want it fixed.
RB: Yeah, well you're not the only one.
RN: Alright man, nah, I appreciate it.
RB: Alright, well, don't get too pissed, off 'til we have an answer.
RN: No, no, no, I, I'm, I'm not, I'm, not, I'm not, but I, I do want it fixed, that's for certain.
RB: Yep, well, like I said, you're not the only one.
RN (laugh) Alright, Ron, I appreciate it.
RB: Alright, alright, I'll be in touch.
RN: Alright thanks.
RB: Oh, and if you don't hear from me, before this, I'll be on the phone with you on Monday, because I'll be in that cocksucker's office first thing, Monday.
RN: Alright. Sound's good.
RB: Alright, alright, thanks.

RN: Alright, thank you, man.
RB: Uh huh.
RN: Bye.
RB: Bye.
RN: Today is June 1st, 2022, time is , uh, 1528, Pacific time. This is Rohn Nelson. That was a tape recorded interview with uh, Ron Byers, interview number two.

- **06/06/22 - RONALD E. BYERS TELEPHONE CALL 3**

On June 6, 2022, Ronald E. Byers called me. The call lasted approximately 03:24 however, I no longer have the records available regarding the time of the conversation. I recall that the conversation occurred during lunch, at approximately 1200 hours, PST, or approximately 1100 hours, ALT. **(Audio Recordings - Ronald E. Byers 3 on 6/6/22)**.

RN: Hello.
RB: Hey, Rohn, it's Ron.
RN: Hey Ron, how you doing?
RB: Good. You?
RN: I'm doing good. I'm in uh, Oregon (chuckle).
RB: Must be nice. Are you on your way down?
RN: Yeah.
RB: Well good.
RN: We are. How'd it go today?
RB: Oh, um, it's good. The water rights are there. And he said for . . . There's two separate ones. One for five acres, and one for two acres. The amount of flow for five acres is 0.50, and, well both of the are that much, and the, it, it is in Klemmer's name, and he said for fifty dollars, which I'll pay, he'll transfer the name, and get your name on there. He doesn't know why Klemmer's name was ever on there.
RN: OK. Yeah that, um, do they, you know the number?
RB: Uh, yeah, 74, uh, are you, you got a pencil?
RN : Yeah, go ahead.
RB: 74-2183A, like apple.
RN: OK.
RB: And the other one is 74-210B, like boy.
RN: OK, so who . . .
RB: (speaking to David Graybill) He transferred that like in his name, if I give you the money.
David Graybill (background conversation unintelligible)
RN: What was, what was that?
David Graybill background conversation unintelligible)
RB: Oh, he'll need a copy of your warranty deed.
RN: He should . . .
RB: So, if you want to touch base with him.
RN: OK, he should, he should have that, actually.
David Graybill background conversation, "I can fill out the application right now" . . .(unintelligible)
RB: He said he could fill out the application right now, and s, s . . .
RN: Yeah, he, he should have all of that from when I tried to change those names to the uh, to start with.

RB, (speaking to David Graybill) He said you should, he told me you should have all that from when he talked to you, once upon a time. His warranty deed and stuff.
RB: Well, he said he don't store any of that.
RN: OK, so, (clears throat) so, those water rights were, those two, that you mentioned there, were on, are on that parcel that I purchased, right?
RB: They're what?
RN: They're on, their, their place of use is on that parcel, that I purchased, right?
RB: Yep. One's from nine, October 18, 1921, and the other one's May 1st, 1891.
RN: OK, well them are the ones, them are the same ones that I, that I uh, changed ownership on, and that's the ones that Klemmer wrote the letter about, and they reversed it.
RB: Yeah, well that's what he said, he can't understand what they did, but he said uh, for the . . . Oh, I see. Yeah, he said . . . He's going to make a call now. Maybe I'll give you a call after he get's done here.
RN: OK
RB: Alright?
RN: Alright. Sounds good.
RB: Yeah, somehow they just got everything screwed up, you know?
RN: (laugh) I, I do.
RB: Oh, he's got all your paperwork right here now. He found it.
RN: OK, cool. Well, if that'll, if that'll work, I'd be, I'd be tickled pink.
RB: Yeah. OK. Let me go. I'll call you back in a little bit.
RN: Alright.
RB: Alright.
RN: Bye,
RB: Bye.
RN: Hey, thanks, Ron.
RB: Uh huh, bye.
RN: Bye.
RN: That was uh, interview number three, with Ron Byers. Today's date is uh, Monday, June 6th, 2022. This is Rohn Nelson

- **<u>06/06/22 - RONALD E. BYERS TELEPHONE CALL 4</u>**

On June 6, 2022, at approximately1208 hours, ALT, Ronald E. Byers called me. The call lasted approximately 11:03 and the conversation ended at approximately 1219 hours, ALT. **(Audio Recordings - Ronald E. Byers 4 on 6/6/22)**.

RN: Let me pull over here, so I don't have a wreck.
RB: (Unintelligible)
RN: Hang on, just a sec . . . Alright, I think I'm off the road. Whoop.
RB: You driving all the way through, or are you guys stopped?
RN: Oh, we're just down here dinking around, uh.
RB: Oh, I thought you were on your way here.
RN: Yeah, we are. We're going to uh, uh, down and see the wife's family down in Idaho a little bit, and then head up your way.
RB: Oh.
RN: Alright, were good to go, I think.

RB: Alright. Well, he said the water rights are there, because they, they can't just be transferred. They go with the property. He said so it's been a . . . Whatever they did with Klemmer's, had a, an effect on the boundary thing, you know, and somehow paperwork got screwed up, so they put a call into the women that actually did the thing for Klemmer. And he said, and so, as soon as that's cleared up with her, he'll be calling me. And I said, well, what should I tell Rohn? He said well, tell him, for now, just to be patient, but he doesn't see an issue.
RN: OK
RB: Because the water rights are there.
RN: OK, you . . .
RB: Somehow they got into Klemmer's. He said it must have been a boundary, that for whatever reason, was crossed o', you know, crossed over to another e', you know, overlapped, or something.
RN: And you were talking with uh, David Graybill?
RB: Yep. Yep, and that, yeah, because he actually did pull, and see that he did still have your info, your information.
RN: Yeah . . .
RB: It's known for them water rights to have been transferred, if they could been, he would've been, been through the warranty deed and everything, you know.
RN: Right.
RB: He said it's just been, something has been, had a kibosh, on it's way down the line from whatever they did before, you know.
RN: Right. Well, yeah, what uh, I, I went down there last, I don't know, hunting season, probably, it was probably November time period, I think.
RB: Yeah.
RN: And um, and I, I asked him to find all those, and he found 2183A, 74 2183A . . .
RB: Right
RN: and he, entirely on my property . . .
RB: Yep
RN: and he found 210B entirely on my property . . .
RB: Yeah
RN: and uh, (clears throat) and I had, I actually uh, sent him a map with, um, the borders of the parcel that I purchased drawn on it, so he was looking at the right stuff, right?
RB: Yeah, because it showed, it's seven acres.
RN: And, and then, I actually had him on the phone when, I was in Alaska, but I had him on the phone and filled out that form for Change of Ownership for those. And I . . .
RB: Yep
RN: listed you, as an own, as a previous owner, and Klemmer's as a, as a previous owner, which is what it showed, I guess. And I sent it in . . .
RB: Well, that is what screwed everything up, (laugh)
RN: Well, well . . .
RB: Because then Klemmer wrote the letter and they said, oh, we did that by mistake, so we're giving him his water rights back, which were never gone to begin with. (chuckle)
RN: Is that what was going on?
RB: That's what he said.
RN: Because uh, uh, they actually gave me those, those water rights. (chuckle)
RB: Yeah, he said they were always there, but then . . . Oh God, what'd he . . . I wish I would tape record, because I always forget what they, you know they say so much . . .

RN: Right.
RB: He said, he said, you know what, just to do this. First he said the fifty dollars, twenty five dollars for each piece, one was for five acres, one's for two . . .
RN: Uh hm.
RB: and so fifty bucks, and then he says, he's looking at it and he goes, transferred back to Kirk Klemmer, he says, I better call, just actually he says, somebody already has done a lot of work on this, to get it to the point where they fixed his. He said, so I'm going to put a call into her, before we do that, and ah, you know, so, get it straightened out. He said the water rights are there. He said they're, they're with the ground. He said now it's just a matter of some clerical. So he put in a call to some, the water rights in Idaho Falls . . .
RN: Right
RB: and she gave her name for someone, I think might have even been out of town, I'm not sure, a different town, then he put a call into her, and got her voicemail. He said I'll, I'll call you just as soon as I uh, hear back from her. He said hopefully this afternoon, if not tomorrow.
RN: OK (clears throat)
RB: So, he said just hold tight, everything should be fine. (chuckle)
RN: OK (chuckle) Ok. I . . .
RB: Yeah, it sounds like just clerical bullshit, because, you know, it, it was all there.
RN: OK. Yeah
RB: Like I told my kid, I said, these motherfuckers sure know how to get the bill to you quick for something, uh, they don't, nothing's ever updated, you know.
RN: (laugh) Yeah, well, yeah, the only, the only thing makes me nervous is uh, Klemmer, uh, you know, I don't know where Klemmer's is. I've never been able to find any um, the shape files don't really matter, but I've never been able to find anything that shows a shape file on Klemmer's property, that he owns, you know.
RB: Shows what?
RN: The, the shape file for the place of use, you know? Where, where the water right is?
RB: Oh, no, it showed it coming right up that ditch on his, he showed me on the thing. He said that's where your uh, oh I forgot what that term was he used.
RN: Point of . . .
RB: He said that's where your point of . . .
RN: Point of diversion.
RB: Something, yeah it was right up there at the corner.
RN: Yeah, I know but where the . . .
RB: I knew I'd seen . . . Huh?
RN: Yeah, but, but where the water right . . . I don't show that . . . I, I haven't been able to find anything that shows an actual water right boundary for a place of use, on Klemmer.
RB: Klemmer's?
RN: Right.
RB: He has two water rights.
RN: Are they the same . . .
RB: Also
RN: Are they the same one? Same number?
RB: No, one's out of the ditch, he said, one's out of the creek down below. He said which, I don't know why, I'd have to put a pump to pump it up.
RN: Right. Right.

RB: Yeah, so yeah, so everything. . . You just got to pretend like Klemmer's not even there. It's almost like they typed the wrong name, is the, you know, it's just a fuck up. So they straightened it out. Klemmer told me he has the letter. He said it's in my safe if you'd like to look at it. I said, well shit, it don't tell me nothing. These guys are like reading stuff from a lawyer. It doesn't make any sense.
RN: Right. (laugh) Right, well . . .
RB: So . . .
RN: You know, um, uh, uh, did you ever have the, have 2183A and 210B transferred over to your name?
RB: No, obviously not.
RN: That's, that's what I found out.
RB: Yeah, because .
RN: Thats what . . .
RB: They been still in some other person's name, but all the other ones are in my name.
RN: Right.
RB: You know, so I don't know. I'm . . . Fuck. It's all fucked up.
RN: But you bought all three parcels from Borden, right?
RB: What?
RN: You bought all . . .
RB: Yeah, three separate porcels, parcels.
RN: You bought all of them from Borden, though, correct?
RB: Yep.
RN: But that one shows that uh, it was purchased from, jeez, I believe Kornell, or something.
RB: Yeah, some weird name, yeah.
RN: OK. Ah, well I guess we'll just, we'll just hang out, and be patient, and see what they . . .
RB: Yeah, he said, he said it's just got to be, he said . . . Well he made it very clear that you can't just transfer water rights. He said that's like, you know, selling your home without the dirt.
RN: (chuckle) Right.
RB: You can't do that.
RN: Right
RB: He said they go with the ground. He, so it's some kind of, I don't, he didn't use like clerical, he, he, they got all different kind of term.
RN: Well, the uh, the water rights follow a chain of title.
RB: Yeah. Yeah.
RN: So that . . .
RB: The water rights stay with the ground, but, and just go under the perp, person's name.
RN: Right.
RB: But, so anyway, I got the papers that he gave me, and it just shows you, well the number, like you have already . . .
RN: Right.
RB: and then the, the amount of flow and everything.
RN: Does it show the, does it show the chain of title, uh, uh, back to, well does, it needs to show the chain of title back to you.
RB: It what?
RN: It needs to show a chain of title back to you.
RB: Oh, I don't know, that's what this . . (background: what's wrong with this?) That's what this person is going to have to, get squared away. He said he don't know . . . Well, I don't even know if he said that.

'Cause he kept saying Rohn Nelson, when he was leaving a message for this woman. He said it's a clerk, Kirk Klemmer, and it needs to be Rohn Nelson, so,
RN: OK
RB: I don't know.
RN: OK
RB: I know we're not going to solve it on the phone. We're just going to have to wait to see,
RN (chuckle)
RB: what somebody says to him.
RN: OK
RB: Too much for me to gobble up, 'cause then I was trying to look at my property too.
RN: Right. Right. Well, it sounds like they're figuring it out, um, it, are they . . .
RB: Yeah, they said it shouldn't be an issue, because, he said, the, the water rights are there, that you know . . .
RN: Right.
RB: they're on the ground.
RN: Is he going to get back to you today?
RB: Yep. Well, he said, if he hears from her today, he will. He left a message , or it's just a recording, of course. This woman, whoever he talked to, that did all the groundwork. He said this'll save a lot of time, because this person has done a lot of, a lot of work already on this piece. Whoever straightened it all out for Klemmer, is the one that's going to have all the information.
RN: OK
RB: And he said it had a, a quagmire at the end he said.
RN: Right
RB: So, it affected the next piece, down the road.
RN: OK, well, I'm, I'm not certain they have Klemmer's all straightened out, at this point, but maybe.
RB: Well, well he said his was right. He said my water rights are still the same, showing my parcel. I think . . . Yeah, I don't know. Fuck, I have no idea.
RN: OK
RB: Sounds like it's just clerical issue, but he said it was a boundary issue. They had his going over there . . . Fuck, I don't know.
RN: OK
RB: I'll have to read the letter.
RN: Alright, well (unintelligable)
RB: Everything looks fine. Just going to be a little time, and wait until he hears from this other person. And believe me, if I don't hear from him by tomorrow, I'll be, I'll be going back in there.
RN: OK
RB: Not going to drag this on and on.
RN: Right. Right. No, I don't, I don't blame you there. I would app . . .
RB: Yeah
RN: I would appreciate it anyway. (laugh)
RB: Yeah, well it'll be, I'm sure it's going to be cleared up.
RN: OK, well that sounds good, Ron. I, man, I appreciate . . .
RB: Yeah
RN: I appreciate all your efforts.
RB: Oh yeah.
RN: I . . .

RB: Well, I don't want anybody, you know, any hard feelings. We're going to be neighbor. I don't . . .
RN: Oh, I . . .
RB: I would have never thought in a million years there was this kind of bullshit, you know. Like I said, they, they change the bills in your name instantly. When it comes down to doing anything else, they're very slow moving.
RN: Right. (chuckle) Right. No, I, I don't have any hard feelings. I just want to, I just want to . . .
RB: Yeah.
RN: have what I paid for, you know?
RB: Right. Ok, well good.
RN: So . . . Well, I sure, I sure app . .
RB: Well, it'll get squared out in the next day or two, at least get the ball rolling, anyways.
RN: Ok, well I sure appreciate it, and I'm going to probably . . .
RB: OK
RN: still be in and out of uh, cell service but um . . .
RB: OK
RB: Well, I'll keep you posted when I hear something.
RN: I appreciate it friend.
RB: Alright Rohn, Thanks. Have a good trip.
RN: You bet, you too.
RB: Alright. Bye
RN: Bye
RB: Ah, shit.
RN: Ah, this was ah, interview number four, with Ron Byers. Time is 1319 hours, mmmm, Pacific time, June 6th, 2022. That was a conversation between Rohn Nelson and Ron Byers.

- **06/06/22 - RONALD E. BYERS VOICEMAIL**

On June 6, 2022, at approximately 1343 hours, ALT, Ronald E. Byers called me, and left a voice message **(Audio Recordings - Ronald E. Byers Voicemail on 6/6/22)**.

RB: Hey Rohn, it's Ron Byers again. Hey uh, give me a call when you get this message. It's about 3:40 on Monday morning. Aright, thanks. Bye.

- **06/06/22 - ROHN NELSON - MESSAGE LEFT FOR RONALD E. BYERS**

On June 6, 2022, at approximately 1936 hours, MST, I called Ronald E. Byers, after receiving his voicemail, and left a voice message **(Audio Recordings - Ronald E. Byers Message left 6/6/22)**.

RN: This is Rohn Nelson. Uh, this is going to be a recorded phone call to Ronald E. Byers. The time is 1936 hours. It is uh, June 6th, 2022. (ringing)
RB: Hi, this is Ron. I'm away from the phone right now, but leave a message, and I'll call you back. Thanks.
RN: Hey Ron, this is Rohn Nelson. I uh, was out of cell service out there for quite a long time, and just saw your message, here, so I thought I'd give you a call. Um, I should be in cell service the rest of the evening, and uh, probably tomorrow morning, if you want to give me a buzz back. I'd certainly appreciate it. I'll talk at you then. Thanks Ron. Bye.

- **06/07/22 - RONALD E. BYERS TELEPHONE CALL 5**

On June 7, 2022, at approximately 0739 hours, ALT, Ronald E. Byers called me. The call lasted approximately 22:58 and the conversation ended at approximately 0802 hours, ALT **(Audio Recordings - Ronald E. Byers 5 on 6/7/22)**.

(The Auctioneer ring tone)
RN: Hello.
RB: Hey, Rohn, how's it going?
RN: It's going good. How you doing?
RB: Good.
RN: Yeah, I miss, missed you yest . . .
RB: Yeah, that guy ca . . Huh?
RN: I missed you yesterday, there.
RB: I can't hardly hear you.
RN: Yeah, I missed you yesterday. I was out of service . . .
RB: Oh
RN: All through . . .
RB: Yeah, then when you called us, we were sitting up on a bait barrel up in the mountains. I didn't get the message until I got home, and it was like five after ten, last night.
RN: (laugh) Yeah, that's about how my day went yesterday, as well.
RB: Yeah. (chuckle) But anyway, he, the water resources, David guy, finally got hold of the woman that did all of the, all the work on Klemmer's property, you know?
RN: Uh hm.
RB: And, she said there's no water rights on that piece of ground, other than that little piece of thing, down on the, below.
RN: That's, that's what I thought.
RB: Yeah, so, here's what he told me, he says, well you're not really at fault, he said, if anything it's the Department of Water Resources that's at fault here, you know. So it, you know, it shows the water rights there, just plain as day.
RN: Yeah, so what do we do at this point?
RB: I don't know. I don't, I mean, I don't know if you want to sue me, or sue them, or, or, get some water rights, or you know, now. I talked to Kirk Klemmer, and he said, I was telling him the situation, and he says well, if ven if he got 2022 water rights, he said, I've been here thirty five years and Wimpey Creek's never dried up. You know, it, this creek runs off of the winter thaw, and, or winter runoff, I mean . . .
RN: Uh hm.
RB: and there's springs up there that feed it, he said that's, if it stops, the whole ditch is dry. Not just one or two people, it's just, it's just done.
RN: Right.
RB: So I, I don't know if you want to try to get a new water right, and save a lot of heartache and headache or, you know, file a law suit to try to figure something out, or you know, I don't know what you, intentions are, or what's . . .
RN: Well . . .
RB: If you have any idea of how to settle it.
RN: I don't. That's why I went the route I did, actually. You know?

RB: Yeah,
RN: That's exactly what . . .
RB: well . . .
RN: That's exactly what I found out, so . . .
RB: Oh, oh, I didn't know you knew it. Yeah, cause then it, like I said, as soon as he pulled it up, he said, well, the water rights are, they're right there. There they are. And it sh, you know, it just shows that map, and it, they're printed right on there. There's two of them. One for five acres, one for two acres.
RN: Th . . .
RB: But he had thought that they just hadn't updated the name, 'cause it still showed Kirk Klemmer, you know?
RN: Uh hm.
RB: And then, before he got done, he said, oh wow, why was this transferred back? So, that's what started the phone calls.
RN: Right.
RB: So, when he called me, he says, oh, do you want to come in, or do you want the bad news on the phone? I said, you got to be kidding me. And he said, no, he said that she went back, all the way to, you know, way back, and through all old docu . . . He said it was just never ever a piece. So that's the only piece on that whole ditch that no (chuckle) one ever claimed or anything. So, as for me, and he showed that map. Remember I told you, I had a map, at one time, that showed the four pins, you know, uh, you know, one in my yard, one up by Wimpey Creek, one up in the very corner, and then one by my son's?
RN: Uh hm.
RB: That was there, those points of, something.
RN: Diversion.,
RB: Yeah, 'cause I, and I said, oh so, what's that? He goes well, that's where the water right is. I go . . . This was before I found out that it wasn't there, so I mean it's, it's a hundred percent, you know, definitely not a malicious thing on my behalf. It was . . . I mean, it's their fuck up.
RN: Right. (chuckle)
RB: You know, plain and simple.
RN: Well . . .
RB: And I don't know what kind of a resolution you'd ever get out of them, other than . . . Yeah, I, I have no idea.
RN: I don't either. I guess I'll have to . . .
RB: Huh?
RN: I guess I'll have to see what that lawyer says. I don't know. I don't know. I, I, I, I sheeze, I don't even want it, if it doesn't have the right to you know, irrigate it.
RB: Right. Well it could be irrigated. He told me, you know, it would be a simple process to get water rights. They'd be later. But, you know, Wimpey Creek's not even . . . I mean, I don't think they even have a w . . . They don't even like regulate, 'cause the water just is there, you know? It runs. . . Even if you didn't have water rights, you could have water. (laugh)
RN: Yeah.
RB: You know? I know what you mean, though. I know exactly that you want . . .
RN: Right
RB: rights.
RN: Right. Ohhhughh (groan)
RB: So, yeah. I don't know. (chuckle)
RN: Yeah, well dog . . . Yeah, I, I'd, I'm at a loss, at this point. That's . . .

RB: Yeah.
RN: That's kind of what started this whole thing. I, I applied for them, and they took them away, and said they weren't there, and I'm like, well that ain't what I bought, you know?
RB: Yeah, so, and obviously, recently when you applied, they were there, and then, then they took them, and that's what . . . You know, I think somehow, Rick Sager saw . . . Somehow, he's the one that informed Kirk Klemmer, that, asked him if he, uh, had sold, uh, transferred or sold his water . . . I forget what he said. He wanted to know how come his water rights weren't there, but . . . They just had them on the wrong piece of property. I mean it's a perfect, perfect aerial view of that piece of ground, and it shows two water rights there.
RN: Uh hm. (clears throat)
RB: You know, not like half way, or a quarter of the way, it, dead nuts, right on the act . . . border of that thing.
RN: I know. I know. So you, you, you didn't know that there was no water rights on that thing 'til today, or yesterday.
RB: What's that?
RN: You, you, you didn't know that there, that you didn't have a water right on that land until yesterday?
RB: Never ever. Never ever. Yesterday . . . And I was shocked. I was shocked, when you called me, I thought, well, there's got to be a screw up somewhere. I thought maybe since . . . when they said a boundary mistake on Klemmer's, I thought, you know, maybe the fence is off a little, and they were just going to start shuffling things backwards, 'cause that guy, he called it a quagmire, like it affect, he uh, he was under the assumption it must have affected the people down the line now, but it doesn't. It . . . And I'm . . . you know? I got my . . . I didn't even apply for water rights. I just got, started getting a water bill, you know, and it showed four water rights, and I see these four pins.
RN: Yeah. Well, is, i, i, isn't the, isn't . . . That new boundary that you had surveyed in there.
RB: Yeah, cause it showed it's seven acres. And the other one's three point something. And I remember, I told them, I go well, it's funny how quick they got the line there and wanted, to started collecting their money, but when it comes time to do the paperwork, I said, I still get the bill, from the county, for the taxes, on that piece of ground.
RN: Yeah.
RB: Yeah
RN: Well
RB: No, I'm a hundred percent. I would have never, ever in a million years . . . And even Klemmer, he was shocked that there's no water rights there. He, he can't understand how. And he said, I know it's not worth much, but you could explain to Rohn, you know, everybody, you know, you're go, the water, if it dries up, it, it's just done. It's not like its going to, slowly going down, he said, it's just spring fed, and then those, just a numerous small springs up there, that feed it.
RN: Yeah. Well, when you, when you surveyed that off to sell, the bottom boundary is uh, is just about the northern boundary of the shape files you do own, right?
RB: The what?
RN: The, the, you know the southern boundary of that parcel? When you put . . . You . . . That is't the old original parcel "A" boundary on the south end of that.
RB: Are you talking about where the fence is, by my fence house, or . . .
RN: Yeah
RB: or across the middle?
RN: Uh, (clears throat) Well, the, yeah, the sou, the south end of it, towards your house. The end closest to your house. The bottom part of that parcel I bought.

RB: Yeah.
RN: (clears throat) But . . .
RB: No, we didn't do nothing there. We just went by the existing fence, that goes right behind my kid's house. That's all I wanted. 'Cause it, it went actual, right to that corner, way down by my house, where there's a flag . . .
RN: Right
RB: and it just goes straight across, so, we didn't change nothing that affected mine. It just was behind Greg's house.
RN: OK. What . . .
RB: 'cause otherwise it went almost, I mean, it almost touched his house.
RN: Right. (chuckle) Right.
RB: And I told him, I said, I said, uh, what the hell, I'm not going to sell this. This was before you. I s, we can't sell this, uh, it comes right here. Shit, I never thought it came this far. You know, follow that little tiny ditch right in his back yard, and, and actually the, the corner was like right in the middle of where our garden is.
RN: OK
RB: So then someone said . . . I forget who told us that, well, you can do a . . . or, it might have been the guy at the Amish store, says well, you can do a lot line adjustment. I go what's that? He goes, well you can change the line on your ground, as long as you own both parcels. I go, oh. So then I checked into it, and they came and, and uh, surveyed it. And I said, all I want to do . . . Are you there?
RN: Yeah. Yep
RB: Oh, I had my phone beeping. I thought maybe it got hung up on you.
RN: No
RB: But uh, yeah, so no, all we did was, well, we didn't even move nothing, we just, there's just an old fence there, and I said, this is where I want it to be then, 'cause this was . . . It kind of gives us that old flat pad, behind my son's house . . .
RN: Uh hm
RB: and, uh, you know, a little breathing room.
RN: Right.
RB: I mean, as fas as like moving a fence or, anything, I didn't change nothing. Just, we just went to where that fence line is.
RN: Huh.
RB: 'Cause when he first pulled up he goes, OK, here it is, eight point four acres, I go well, no, I had it surveyed, and he goes, and he looked a little further, and he goes, OK, yeah, it's right here, seven acres.
RN: Yeah, 6.94.
RB: He said, well, here's your water rights. Here's one for five acres, and here's one for two. And they both show 0., or, I don't remember if it was 0.50 or 0.050, something like that.
RN: Uh hm
RB: I have copies of them in my truck.
RN: Right. Well I don't know what . . .
RB: So, yeah.
RN: I don't know what we're going to do at this point, then.
RB: Yeah, I mean, I wish there was anything I could do to help you. I don't know, you know? I don't know how anti you are against a new water right, you know?
RN: Well . . .

RB: I know, on, if you were on the Lemhi, or on the Salmon river, it would be a major deal to have a new water right, because, you know, they do shut people off it.
RN: Right. Right.
RB: Like I said, no one's ever . . . And you know, everybody's assumed there's been water rights there all along, you know?
RN: Uh hm.
RB: Skinner Ranch used to turn it loose to me for five days. Soon as the five days were up, the Mexicans took it, and they started over up there. But now that Molten's got it, you know, shit, it just . . . Well you've see . . . It pretty much just runs, all the time, you know. Their dams leak a little.
RN: Uh hm.
RB: So, I don't know.
RN (clears throat)
RB: I mean, I know . . . I don't know how . . . (in background "not you") I mean, I'm not you, but, (background unintelligible) me, being that I've lived here for ten years, and see the water situation on it . . . I mean, I would not hesitate a second to get a new water right, if it was me, because, I mean, I see what, what goes on here.
RN: Yeah
RB: And , and if, if you decide to do that, I mean, I would do the legwork for you. You know, there's a piece of paper you got to get the neighbors to sign, to make sure there's no complaints.
RN: Yeah.
RB: I mean these guys, think I have it anyway. I'm sure they'd be fine, or, I think there's . . . One, two, three, possibly four, people on the ditch, that I would have to get their signature, that, you know, they don't care, 'cause . . . The Amish kid, he just went through it. You know, he said it was pretty simple. He just got our signatures, saying, yeah, that's fine if he gets on the ditch, so he has twenty, tuhh, twenty, twenty one water rights.
RN: Twenty one?
RB: You know, he's just sucking out of that ditch that goes down to Ed Gibson's house, you know, along the back road.
RN: Yeah
RB: It doesn't affect . . . It has nothing to do with, you know, that upper drainage, that upper ditch up there. And Kirk Klemmer's, his, an it's . . . Yeah, I don't even understand. He's, he has two water rights. I think I told you that the other day. One's off that top ditch and one is out of the, the very bottom down there.
RN: Right.
RB: Which he said . . . That doesn't make sense to him, because he would, he would have to pay to, you know, pump it up, or, that little ditch, he has a little gravity flow pipe, and it keeps his (background "watered") watered all the time.
RN: Uh hm.
RB: So, I don't know. I mean, I know, like I said, I . . . I'll help you any way I can. I know you probably got to do some thinking, and . . .
RN: Yeah
RB: try to figure out . . .
RN: Well, this is, yeah, this is kind of why I started this whole deal, 'cause I, I wouldn't have bought that if there wasn't water rights on it. That just . . .
RB: Yeah.
RN: That just ain't . . . Not, not for that price. Not even close. So . . .
RB: Right . . .

RN: that, that's kind of where I'm at. I'm like, man, that . . . So, yeah, I don't know. I don't know what we're going to do at this point.
RB: Yeah, well I a hun, definitely would have never would have said there's water rights if there wasn't. (chuckle) Fuck.
RN: Right
RB: You know?
RN: Huh.
RB: If there is anybody I think you could go after, it would be them, but I don't know what you would ever get out of them, other than a . . . you know, uh, sheesh.
RN: Yeah, I know.
RB: Who knows, well here we'll pay, we'll, we'll give you a new water right for free, you know.
RN: (laugh) Yeah, I don't know what's going to happen. I guess I'll have to, I guess I'll have to, yeah, do some thinking about this. 'Cause this is what started the whole thing.
RB: Yeah. Shit.
RN: So . . .
RB: Well . . . Well, did you ever see that map that showed that, the water right numbers on there and everything?
RN: Oh yeah.
RB: Oh, you did?
RN: Yeah, I looked it up on their webpage, yeah.
RB: Yeah, I mean it's an aerial view, and it shows it split, you know, one on top, one on bottom?
RN: Yep.
RB: Yeah, see so that's . . .
RN: Thats . . .
RB: That's the same one I got. I've been under the impression, all this time, that I had water rights for everything. I mean, I didn't even doubt it. I never, I never even crossed my mind, that there wouldn't be.
RN: But, but Klemmer own . . .
RB: Especially when everybody tells you, here's how you water, and here's how the water comes from if you need it.
RN: Right, but Klem . . .
RB: Open the head gate, ever, you go up here.
RN: Yep. Klemmer owns both them.
RB: What's that?
RN: Those water rights, that are shown on that parcel.
RB: Yeah. Yeah, so it wasn't like it was a little boundary error. It was a whole parcel area, eh, eh, error.
RN: Right, but you didn't, you didn't, I mean you, you applied, you changed ownership for the water rights on, on your place, where you're at, on the place down below, right?
RB: No.
RN: I mean you, they're in your name, are they not?
RB: Yeah.
RN: Did you, did you, you didn't, you didn't . . . (chuckle) You didn't notice that the . . . that you didn't have water rights on that parcel when you did all that?
RB: No, I just started getting a bill. It just has some numbers. I remember . . . My bill that I have right now, there's not even numbers on it. You know, I get sent a water bill every year for twenty something dollars. And it, it showed, you know, it showed my whole ground from an aerial, and it showed these four, uh, pins where the water comes. And it showed all of them. One's up in the corner, just like where

everything's set up. I mean I got a pump, that pumps here. I just started using. I never thought a single thing. And I don't remember applying for water rights.
RN: Well, you have to change . . .
RB: They must have sent me something, but I don't ever remember . . .
RN: Well . . .
RB: applying for nothing.
RN: Yeah, you'd have had to change uh, you'd have had to fill in a Change of, a Notice of . .
RB: Well, I didn't go in. I one hundred percent know that. I never went in anywhere. I didn't even know where that place was yesterday, when we went to go find it. The . . .
RN: Hm.
RB: the office.
RN: Huh. (chuckle)
RB: Greg had to look it up on the computer.
RN: But you had to, you had to, get your, uh, you had to get your name on that, as the owner of those, as the owner uh, of those water rights, somehow.
RB: Yeah, well I don't know. I don't know if it went through the county, through title, I don't know.
RN: Huh.
RB: I never, I know I never went anywhere. They may have sent me a piece of paper, which, which I don't remember. It's been ten years.
RN: Hm.
RB: I know, I don't ever . . . I never looked at numbers . . . I just looked at what I got . . . I mean, here's, here's a pump here, here's a pump here, there's the ditch up here, here's the ditch goes here.
RN: Hm.
RB: You know, it's never, I've never had, you know, property with water was, it, just, just used it. I didn't question nothing.
RN: I'll be darned. Well, I'm in a bit of a fix over the deal, anyway, at this point.
RB: Yeah. Well, you know? I know. I mean uh, the easiest option would be uh, a new water right (chuckle)
RN: Yeah, that, yeah that, that was what I was hoping . . . That was what I was hoping wasn't the case, because then the priority date'll be clear down at the end, and if it did come, push come to shove, on who got the water, I wouldn't get any anyway, at this point. If it come to that, you know?
RB: Yeah, but, like I said, according to the, Kirk Klemmer, like he said, it's just word of mouth. He said that to me. He said, you know, it's just my word, here, you know, I can understand where Rohn's coming from . . .
RN: Yeah
RB: but, you know, I've been here thirty five years, and this has never dried up. He said it either runs, or it doesn't. Everybody'll be shut down, or, or nobody.
RN: Yeah . . .
RB: He said . . .
RN: yeah.
RB: it was just a spring up there, you know?
RN: Yeah
RB: Springs, plural.
RN: Right. Huh.
RB: And I been here ten years, and well, you see it.
RN: Hm

RB: It just keeps running. Tall and green up there right now. (chuckle)
RN: Right, (chuckle) right. Well, doggone it.
RB: But, I can totally see where you're going from. I mean, it's, it's just a . . . Shit. But unfortunately, it's, it's their fuck up, man.
RN: Yeah. Hmm. Well, jeesh, I appreciate that, even though I'd rather it was something new, different news, but
RB: Well . . .
RN: I appreciate it.
RB: Well, I was dreading calling you.
RN: Yeah, I, I don't imagine that was much fun.
RB: Yeah.
RN: Well shoot . . .
RB: Well, if you decide to do anything, I'll, like I said, I'll do anything I can on this end to, to help you out, you know? Pay for any new water right, or do uh, legwork with the neighbor. I'll do anything you need done, if you decide to go that route.
RN: Alright. Yeah, I'm not sure what we're going to decide to do, at this point, in light of these new facts, here.
RB: Yeah. OK. Well, I wish I knew somebody there. They probably wouldn't tell me nothing.
RN: Somebody where?
RB: I'm sure. . . At the resource place, you know, there's just too many people that pass the buck along to the next person, you know?
RN: Uh hm. Well . . .
RB: There's how they could make it right, you know for . . . Ah shit, I don't know. It's like arguing with a computer, you know, it's never wrong.
RN: (laugh)
RB: Or the bank, when they mis-do your bank statement. They're never wrong.
RN: Right. Right. Well, dang.
RB: Yeah, I mean, I know it's way more bigger deal that just, dang.
RN: Yeah, it is. You know, I mean, I'm, I'm, I'm in a fix.
RB: I can totally relate. Believe me.
RN: I'm in a fix here, that I wish I wasn't in, over that deal.
RB: Yeah, you know, well, I feel the same way. I wish it was just all like it should have been, just . . . Uh, I, I don't know. I mean if you decide to go after somebody, its's going to have to . . . I would definitely . . . Shit. I don't see where they would write you an old water right, you know, I don't know what they would possible do, a big, if anything.
RN: Hm.
RB: You know, I have no idea. I didn't even want to ask him. He didn't seem to want to offer any uh, information, you know?
RN: Right.
RB: 'Course it's his job. He probably don't want to (chuckle) get fired.
RN: Yeah. Yeah. Hmm. Well, that's not good. I appreciate it. . . .
RB: No . . .
RN: I appreciate it, though, Ron. I . . .
RB: Yeah, well, like I said, if there's anything I can do, just let me know, uh. Shit.
RN: OK. I don't know what we're going to do at this point. I'll, I guess I'll keep you posted here.
RB: OK. Yeah, let me know.

RN: OK
RB: And maybe you can just let me know. You don't need to send me a letter from anybody. Just let me know what's going on, you know? (chuckle) Fuck.
RN: OK. Alright.
RB: Alright, well, sure sorry, I mean I'll . . . God, I wish I could fix it all.
RN: Yeah, I wish you could too.
RB: Well. Well, till then, I'll keep watering it for you.
RN: (laugh) Oohh . . . Alright, well . . .
RB: And if you really don't want it. . . If you don't want to do the, the new water right thing, you could sell it. I, you could probably make some money.
RN: Yeah.
RB: I mean, I don't doubt it. There's nothing out there.
RN: I don't know what the, what the difference in price would be, between with water rights and without.
RB: Well, and it's not so much that. There's just nothing out there.
RN: Yeah.
RB: A lot of people that move here, like people move here from California, and them, they, they don't even have water rights. They don't know what it is. They just think having some acres.
RN: Right.
RB: You know, they put a house in the middle of it, and a yard, and turn a sprinkler on. (laugh)
RN: Yeah, that's true. That's true.
RB: Yeah.
RN: Yeah, that's not what I wanted. Doggone it.
RB: I know. How come you're uh . . . You're just against a, a new water right. Afraid that you're going to get shut off?
RN: Well, that, that'd be the potential. A uh, brand new one would be about like not having one, if it come push to shove, you know? All the guys up above would be like, nope, I got the priority, and they pull it. I don't know that it'd ever happen there or not. I don't have, I don't have the, you know, the past experience, or whatever, but if they wanted to shut you plumb off, they could, and you'd just be sitting there with a clay mudbank, you know?
RB: Yeah. Oh we, uh, Yeah, I don't see that happening, but like I said, and Klemmer said he'd been there thirty five years, and it ain't never happened; it ain't never stopped running, you know?
RN: Right.
RB: He said, I can't believe that, he said, because all the other people, that lived there over the years, have always called me, and said, hey Kirk, I need some water. He said, OK, I'll go pull the dam, or OK, I'll go turn it loose to you. I'll be done in the morning.
RN: Right.
RB: He was shocked that there was no water rights there. (chuckle)
RN: Hmm.
RB: So . . . But, you know, it's your call, I mean, that's . . .
RN: Yeah . . .
RB: it's your money.
RN: Yeah, yeah exactly. I'll have to . . .
RB: A lot of money.
RN: It was a lot of money.
RB: Well . . .
RN: Hmm. Well, I guess we will have to discuss things, and see where we're going to go from here.

RB: Yeah. OK, well, let me know. Like I said, uh, whatever you decide to do, let me know.
RN: OK.
RB: See if we can work it out.
RN: Alright.
RB: Alright, Rohn. Well sorry for the bad news. I didn't want to keep you hanging. (chuckle)
RN: Ah, I appreciate that.
RB: Alright.
RN: Alright. Have a good uh, have a good . . .
RB: Hope . . .
RN: rest of the day, anyway.
RB: (laugh) Yeah, you too, uh, sure sorry.
RN: Alright, man.
RB: Alright, bye.
RN: Alright, thanks.
RN: This . . . This was a conversation with Ron Byers. The time now is 10:02 A.M. Um, June, 7th, 2022.

- **08/01/22 – MEETINGS WITH PROTESTANTS**

On August 1, 2022, John Nelson and I drove to LWMP 5, and I took a GPS coordinate of the location. We also spoke with Phil Moulton regarding water rights and points of diversion. I explained that Byers proposed to transfer water right 74-210A and water right 74- 734A to my parcel to cure his breach and that I had water right 74-16256 for 0.2 acres at 0.01 cfs. Moulton escorted us to a fish propagation LWMP 4. We walked upstream approximately 100 yards to what locals call "The Y." The "Y" is where the Wimpey Creek channel splits, and Moulton explained that there is no diversion, but a line of rocks dividing the channel that regulates the amount of water that is diverted to the ditch for water right 74-210A, with the fish propagation weir on my parcel. Moulton stated that the diversion for water right 74-16256 would not divert any irrigation water to my property. Moulton calculated the flow rates for 74-210A and 74-734A, combined, at 67.5 gallons per minute. Moulton stated that he would not protest me, moving all, or part of 74-734A, 74-210A, and 74-16256 to my parcel with LWMP 5 as the Point of Diversion.

I asked Moulton if LWMP 2 would allow me to irrigate the lower end of my property and he did not think it would. We stopped at LWMP 2, which is the Point of Diversion for my .2 acre water right, 74-16256. It does not appear that this Point of Diversion will allow any water to irrigate any of my parcel, including the .2 acre place of use for water right 74-16256, on my parcel.

On August 1, 2022, John Nelson and I drove to Gene Bair's residence, and spoke with M.Gene Bair. I explained the situation regarding my purchase, and the water right issues involved. I explained that Byers proposed to transfer water right 74-210A and water right 74- 734A to my parcel to cure his breach and that I had water right 74-16256 for 0.2 acres at 0.01 cfs. Mr. Bair does not have a water right with LWMP5 as a point of diversion. Bair confirmed that LWMP2 would not irrigate any of my parcel, including the .2 acre piece. Mr. Bair showed us where he pumps water from Wimpey Creek, and told us that is point of diversion is not far from his place on Moulton property. Mr. Bair stated that he would not protest me moving the water rights, that Byers agreed to transfer to me, to my property.

On August 2, 2022, John Nelson and I drove to Kirk and Shawn Klemmer's residence. I explained to Klemmer, the situation regarding my purchase, and the water right issues involved. I explained that Byers proposed to transfer water right 74-210A and water right 74- 734A to my parcel to cure his breach and that I had water right 74-16256 for 0.2 acres at 0.01 cfs. Klemmer believed that Byers had no idea that there were no water rights on the parcel he sold to me. Klemmer stated that he had two water rights, but that he was unable to use the lower water right, without pumping. Klemmer was shocked when I showed him the IDWR map depicting the place of use shape files for his water rights, 74-2183A and 74-210B on the parcel I purchased from Byers. Klemmer showed me the documents decreeing those water rights, and indicating that 74-2183A was for 5 acres and 74-210B was for 5 acres. I informed Klemmer that he would have to move his water rights off of my parcel, and on to his property to prevent stacking the water rights that Byers is willing to transfer to me. IDWR records show Klemmer owning 7 acres of water rights and only 4.6 acres of property. I explained that if water right 74-210A was transferred to my parcel, the point of diversion would not need to be changed. Klemmer stated that he could not use water right 74-210B without pumping. Klemmer stated that stated that he would not protest me, moving all, or part of 74-734A, 74-210A, and 74-16256 to my parcel with LWMP 5 as the Point of Diversion.

On August 2, 2022, John Nelson and I drove to Ed and Marlene Gibson's residence. I explained the situation regarding my purchase, and the water right issues involved. I explained that Byers proposed to transfer water right 74-210A and water right 74- 734A to my parcel to cure his breach and that I had water right 74-16256 for 0.2 acres at 0.01 cfs. Gibson stated that they received most, if not all of their irrigation water from the ditch with the fish propagation weir, on my property. I explained, that if I were to transfer water rights 74-734A, 74-16256, and possibly a portion of 74210A to the upper ditch, with LWMP5 as the Point of Diversion, it would likely be tail out into the ditch with the fish propagation weir in it, and ultimately provide additional water in the ditch. Gibson stated that he would not protest me, moving all, or part of 74-734A, 74-210A, and 74-16256 to my parcel with LWMP 5 as the Point of Diversion.

On August 4, 2022, John Nelson and I drove to Fred and Dianne Payne's residence. Fred Payne was not home. We briefly spoke with Dianne, and were told that Fred would be at home tomorrow. Dianne provided Mr. Payne's cell phone number.

On August 5, 2022, I drove to Idaho Department of Fish and Game in Salmon, Idaho, and spoke with Jeff Richards, Environmental Staff Biologist. I explained the situation regarding my purchase, and the water right issues involved. I explained that Byers proposed to transfer water right 74-210A and water right 74-734A to my parcel to cure his breach and that I had water right 74-16256 for 0.2 acres at 0.01 cfs. I explained, that if I were to transfer water rights 74-734A, 74-16256, and possibly a portion of 74210A to the upper ditch, with LWMP5 as the Point of Diversion, it would likely be tail out into the ditch with the fish propagation weir in it, and ultimately provide additional water in the ditch. Richards stated that he has worked with Harris and Cefalo in the past. Richards stated that he would not protest me, moving all, or part of 74-734A, 74-210A, and 74-16256 to my parcel with LWMP 5 as the Point of Diversion. Richards stated that he likely would have protested if he had just seen the transfer application, without me coming in and explaining the situation.

On August 5, 2022, John Nelson and I drove to Fred and Dianne Payne's residence and spoke with Fred Payne. I explained the situation regarding my purchase, and the water right issues involved. I explained that Byers proposed to transfer water right 74-210A and water right 74- 734A to my parcel to cure his breach and that I had water right 74-16256 for 0.2 acres at 0.01 cfs. Payne expressed concern regarding the

capacity of the ditch and explained that he put a culvert in to provide access to LWMP5, without driving in front of his house, and that it could be washed out with 1 to 1.5 cfs. Payne stated that the water measuring device wasn't accurate and that water leaked under it. Payne stated that if the measure showed 1 cfs, there were actually 1.5 cfs flowing through it. We discussed the option of possibly installing a larger culvert. He said he takes the water for three days, makes six dam sets, and then releases the water down the ditch. Payne wanted me to understand how the ditch works. I did not argue with him to prevent any conflict, and stated that my property had been irrigated adequately for years with no problem that I'd been informed of. Payne stated that he would not protest me, moving all, or part of 74-734A, 74-210A, and 74-16256 to my parcel with LWMP 5 as the Point of Diversion.

On August 7, 2022, at 1258 hours, MST, Phil Moulton sent me a text message, stating that he wanted to discuss my water right more, and asking me to call him **(Attachment 96)**.

- **08/07/22 - PHIL MOULTON TELEPHONE CALL**

On August 7, 2022, at approximately 1336, MST, I called Phil Moulton **(Audio Recordings - Phil Moulton 08/07/22)**.

- **08/07/22 - KIRK KLEMMER TELEPHONE CALL**

On August 7, 2022, at approximately 2008, MST, Kirk Klemmer called me **(Audio Recordings - Kirk Klemmer 08/07/22)**.

- **08/07/22 - FRED PAYNE TELEPHONE CALL**

On August 8, 2022, at approximately 0842, MST, Fred Payne called me **(Audio Recordings - Fred Payne 08/08/22.**

- **08/08/22 - RONALD E. BYERS INITIAL TELEPHONE CALL**

On August 8, 2022, at approximately 1812 hours, MST, I called Ronald E. Byers regarding putting a fence up between his property and the parcel I purchased **(Audio Recordings - Ronald E. Byers 08/08/22 1)**.

- **08/08/22 - RONALD E. BYERS FOLLOW UP TELEPHONE CALL**

On August 8, 2022, at approximately 1856 hours, MST, Ronald E. Byers called me regarding his conversation with Jim Miller, and an agreement to graze his cattle **(Audio Recordings - Ronald E. Byers 08/08/22 2)**.

- **08/10/22 - DIANNE PAYNE CONVERSATION**

On August 10, 2022, at 1230 hours, MST, I went to Dr, Kenny Rodgers, a dentist in Salmon, Idaho. The dental technician was Dianne Payne, wife of Fred Payne. I did not record the conversation. Mrs. Payne initiated a conversation about the water rights on my property. I explained the situation regarding the purchase with water rights and the subsequent reversal, due to them being owned by Kirk Klemmer. I explained that Ron Byers offered to transfer his water rights to cure his breach of contract, and that I had gone to each of their residences, Phil Moulton, Fred Payne, Kirk Klemmer, and Ed Gibson to explain the situation and address any issues with the transfer. I explained that they all agreed to the transfer, and then all but Gibson subsequently decided to protest the transfers. I explained that I had no intention of changing anything regarding water use, but only ever wanted a legal right to irrigate my property in the same manner as it has likely been being irrigated for decades. Finally, that I was not interested in pumping, installing a sprinkler system, maintaining a pump and system, and incurring the costs of pumping water to irrigate. That is not what I purchased. Mrs. Payne asked if I had spoken to Kirk Klemmer, and asked him if I could use the water that ran through his place. I informed her that in order to use any of that water, legally, it requires a water right. Mrs. Payne asked how the property has been irrigated for so long in the past, and I informed her that all irrigation in the past has been done illegally, and without a water right. I expressed frustration and concern that Payne, Moulton and Klemmer had all gotten together to discuss the transfers, without inviting me, and that they likely didn't trust me. I asked Mrs. Payne if she knew specifically what they were protesting, and she said that she didn't know for sure. I expressed that I found it interesting that the ditch has been irrigating my property, albeit illegally, for years, however as soon as I had an option to transfer a water right to it, everyone says the ditch is at capacity and can't handle anymore. I told Mrs. Payne that we will likely just set a hearing, let everyone express their concerns in court, and have a judge rule on a decision.

- **08/10/22 - FRED PAYNE TELEPHONE CALL**

On August 10, 2022, at approximately 1551 hours, MST, Fred Payne called me regarding my conversation with his wife **(Audio Recordings - Fred Payne 08/10/22)**.

- **10/17/22 - JEFF RICHARDS (IDF&G) TELEPHONE CALL**

On October 17, 2022, at approximately 1138 hours, AKDT, I received a telephone call from Jeff Richards, IDF&G Environmental Staff Biologist. Richards stated that I hadn't told him I wanted to change the point of Diversion for the water rights that Byers was offering to transfer to me. I adamantly told him that was not correct. I had advised Richards that I would not be able to use either of the water rights that Ronald E. Byers proposed transferring to me, to settle a legal dispute, or the water right that I received from Byers, for .2 acres, for the parcel I bought from Byers, without changing the point of diversion. Otherwise, the water rights are located near the lowest end of my parcel, and could not be used without requiring a pump, and a sprinkler system.

Richards told me that Phil Moulton had called and told him, that he thought the fish weir at LWMP5 did not have enough capacity to allow the transfers with LWMP5 as the point of diversion. Richards asked if I thought the fish weir at LWMP5 had enough capacity, and I told him that I thought it had plenty of capacity.

I told Richards that the only capacity issue I observed, when I was there, was that Fred Payne had installed a culvert that was too small, and restricted the ditch flow capacity, in order to prevent people accessing LWMP5 from going by the front of his residence.

I also explained to Richards that I had travelled to Idaho from Alaska, to personally speak with everyone that had an interest in the transfers, to determine which points of diversion would be required to irrigate my parcel, and to identify and try to address any concerns with the transfer. I advised Richards that I had personally talked with Phil Moulton, Ed and Marlene Gibson, Kirk Klemmer, Myron Bair, Fred Payne, and himself, and that all had initially informed me that they did not have any problem with the transfers, and that each stated that they would not protest the transfer applications.

I explained that Phil Moulton had subsequently learned that one of the water rights, I was proposing to transfer, had an earlier priority date than his, and he was concerned that he would lose "control of the ditch". I further explained that Moulton gathered Kirk Klemmer, and Fred Payne together, and held a meeting, on the ditch, without inviting me, and convinced them all to protest me. I further explained that there is no such thing as "control of the ditch", and that each are allocated a certain cfs to be put into the ditch, and any water use in excess of their water right allocation, or use without a water right is unlawful. I further explained that priority dates are utilized to determine the priority of water use only in the circumstance when there is not enough water to meet water right allocations. I further expressed that my investigation showed that my parcel has been being sufficiently irrigated, albeit unlawfully, and without a water right, for decades, and that there has never been a circumstance where there has been insufficient water to meet water right allocations in at least thirty five years, and likely at least fifty years. I expressed my frustration that there has never been an irrigation, or capacity, problem, until I purchased the parcel and attempted to establish lawful water rights to irrigate it, legally. I expressed my frustration and anger to Richards, and advised that I intend to take any, and all individuals that protest, to court, either individually or as a group.

Richards indicated that he had already provided his signature, and would not protest the transfers. I further explained to Richards that the water rights for my parcel had been adjudicated, and approved during the Salmon River Basin Adjudication; however a previous land owner had failed to apply for the water rights, during the adjudication, and the water rights had subsequently been lost. I explained to Richards that my parcel has been irrigated, albeit illegally, from the upper ditch, with LWMP5 as the point of diversion for at least the past thirty five years, and has never been an issue until I tried to transfer a legal water right to it. I advised Richards that Kirk Klemmer had received 7 acres of water rights during the SRBA, yet only owns 4.6 acres of land, and that Klemmer's water rights, place of use, was entirely on my parcel, with no place of use on his property.

I further explained to Richards that the proposed transfers were approximately .16 cfs, and would likely have minimal impact on either ditch or weir capacity. Richards advised me that he would not protest the transfers, and to let Robert Harris deal with it. Richards stated that he would deal with Moulton, if he called him back. Richards stated that Harris was the best attorney I could get to handle the situation.

On October 19, at approximately 1342 hours, MST, James Cefalo sent an email to Robert Harris and I, and cc'd Ronald E. Byers. The email stated that we filed application for transfer, 86951, proposing to change the place of use and points of diversion for water rights 74-16256 and a portion of water right 74-734A. Further, that we filed application for transfer, 86942, proposing to update the place of use and points diversion for water rights 74-210A and a portion of 74-734A. Mr. Cefalo stated that Ronald Byers is the

owner of record for water rights 74-734A and 74-210A, and that a statement from Mr. Byers consenting to the change, or evidence that the water rights have been conveyed to the applicants is required. Cefalo stated that Mr. Byers called and informed him that he has not signed any agreement to sell or transfer the water rights. Mr. Byers stated that he has had discussions about conveying a portion of the water rights but no agreement has been signed **(Attachment 126)**.

- **10/27/22 - PROTESTS RECEIVED - PHIL MOULTON, FRED PAYNE**

On October 27, 2022, at approximately 1233 hours, AKT, I sent Robert Harris an email indicating that I had received the consent form, and inquiring what the plan was for moving forward, since we received several protests to the transfers. On October 28, 2022, at approximately 1517 hours, MST, Robert Harris sent me an email with two protests attached **Attachment 135)**. I received a Notice of Protest from Phil Moulton **(Attachment 136)**. I received a Notice of Protest from Fred Payne **(Attachment 137)**.

- **11/14/22 - NATURE CONSERVANCY LETTER OF CONCERN**

On November 14, 2022, at approximately 0747 hours, Robert Harris sent me an email with the Nature Conservancy Letter of Concern attached **(Attachment 147)**. The Nature Conservancy Letter of Concern is two pages, and came with an attached fifty two page, conservation easement **(Attachment 148)**.

- **12/20/22 - INFORMAL SETTLEMENT CONFERENCE**

On December 20, 2022, the Informal Settlement Conference was held via WebEx.

- **01/11/23 - PRE-HEARING CONFERENCE**

On January 11, 2023, at approximately 1300 hours, MST, a pre-hearing conference was conducted via WebEx.

- **03/02/23 - FRED PAYNE AND PHIL MOULTON OBJECTIONS TO EXPERT WITNESS ACCESSING THEIR PROPERTY**

On March 2, 2023, at approximately 1701 hours, MST, Fred Snook sent an email to Robert Harris stating that Fred Payne and Phil Moulton had objections to allowing access to their property **(Attachment 234)**. This email was in response to the email sent by Mr. Harris, to Fred Snook on February 27, 2023, advising him that expert, Bryce Contor, was planning to view the relevant ditches, ditch headings, culverts and diversions. Fred Payne indicated that "He will lock his gate." "You can call and he may come meet you." "Phil Moulton says he doesn't want you to come onto his property."

On March 7, 2023, at approximately 1852 hours, MST, Robert Harris sent Fred Snook an email advising that Bryce Contor will be accompanied by John Nelson, and in the Wimpey Creek area on March 9, 2023. Mr. Harris further suggested that Mr. Snook contact Mr. Moulton, and ask him to reconsider his position, so Mr. Contor and John Nelson can visit both properties. Mr. Harris advised that otherwise, we will likely have no choice but to file a motion to allow the access **(Attachment 235)**.

- **03/08/23 - PHIL MOULTON REFUSING TO ALLOW JOHN NELSON TO COME ONTO HIS PROPERTY**

On March 8, 2023, at approximately 0937 hours, AKT, Robert Harris forwarded me and email that he had received from Fred Snook. On March 8, 2023, at approximately 1121 hours, MST, Fred Snook sent the email to Robert Harris, stating that Fred Payne will allow access, and arranged for Dennis Krawsoski to meet Bryce Contor at the Baker Country Store. Kirk Klemmer has no problem with them coming to his property. "Phil Moulton is willing to compromise as follows: He has no problem meeting and giving the expert the full tour." "However, Phil will Not Allow Jon Nelson to come onto his property or to travel with Phil on any tour he gives your expert." "Phil is willing to meet the expert at the Baker Country Store." "If that doesn't work then Phil could meet the expert to take him onto Phil's property after Dennis has completed the first tour of the Fred Payne property." **(Attachment 246)**. I forwarded the email to John Nelson.

- **03/08/23 - FRED PAYNE REFUSING TO ALLOW JOHN NELSON TO COME ONTO HIS PROPERTY**

On March 8, 2023, at approximately 1149 hours, AKT Robert Harris forwarded and email, that he received from Fred Snook. The email states that Fred Payne just sent in word that John Nelson is also not welcome on his property **(Attachment 256)**.

- **03/08/23 - RESPONSE TO FRED PAYNE AND PHIL MOULTON REFUSAL TO ALLOW JOHN NELSON TO ACCOMPANY BRYCE CONTOR ON THEIR PROPERTY**

On March 8, 2023, at approximately 1517 hours, AKT, I sent Robert Harris and email regarding Fred Payne and Phil Moulton refusing to allow John Nelson onto their property to accompany Bryce Contor **(Attachment 260)**.

- **03/08/23 - PHONE CALL FROM FRED SNOOK TO JOHN NELSON**

On March 8, 2023, John Nelson called me and informed me that he had received a call from Fred Snook. Mr. Snook informed John Nelson that Fred Payne and Phil Moulton had requested that he not accompany Bryce Contor when they were showing him their properties. I asked John Nelson to document the conversation and send it to me via email.

On March 8, 2023, at approximately 1937 hours, MST, Fred Snook called John Nelson, advising him that Fred Payne and Phil Moulton had requested that he not accompany them, when they were showing the expert Payne's and Moulton properties **(Attachment 264)**.

- **SUMMARY AND CONCLUSION**

Greg Byers posted and advertised seven irrigated acres with water rights on Salmon Shop and Swap. This advertisement was false in that there were no water rights for any of the land, being sold, with the exception of 0.2 acres. The photographs of the land, that was for sale, showed beautiful native grass that was at least two feet in height, and a beautiful creek, running through the property. The grass production, depicted in the photographs would be extremely unlikely, if not impossible, without irrigation, during the drought conditions that existed in 2021. Any irrigation on the property, advertised for sale, was done illegally, with the exception of 0.2 acres in the southwest corner. The parcel contains 6.94 acres.

Ronald E. Byers told me the land was being sold with water and mineral rights, and that the entire parcel was irrigated from top to bottom, basically hands free, and with little effort. It is true that the land was sold with water and mineral rights, however Ronald E. Byers failed to disclose that he only owned one water right for the parcel being sold, which would require a split, and that it was appurtenant to only 0.2 acres of the land being sold.

Ronald E. Byers changed ownership, or applied for, and now owns six individual water rights and knows, or should have known, that he did not own any water rights for the land that he had surveyed off for sale, with the exception of .02 acres, for which he owned a water right. By surveying the .02 acre parcel to be included in the land offered for sale, Ronald E. Byers, and Greg Byers were able to deceitfully advertise, and say the land was being sold with water rights, and to substantially increase the sales price.

Ronald E. Byers and Greg Byers committed conspiracy, and fraud when they decided to fraudulently advertise and sell the land as seven irrigated acres, knowing that there was only 0.2 acres for which there was a water right. Ronald E. Byers and Greg Byers, knowing that advertising the land as seven irrigated acres would provide a substantial financial gain in a volatile seller's market, committed an overt act in furtherance of the conspiracy when they posted the advertisement and subsequently proceeded with the land sale.

I used the official Idaho Department of Water Rights webpage to perform due diligence, and insure that water rights were appurtenant to the land being sold. I was not familiar with water rights, their adjudication, or the manner in which they are conveyed. Though I had little experience with water rights, and had no reason to believe otherwise, I trusted the information provided on the webpage, and confirmed that water rights existed for the land that Ronald E. Byers had for sale.

I trusted that the advertisement, and Ronald E. Byers' statements regarding water rights were truthful, complete, and accurate. I made the offer to, and subsequently completed the purchase of the land, as seven irrigated acres, with water and mineral rights, for Byers' asking price of $245,000.00. My purchase of the land from Ronald E. Byers was completed in good faith, and I was completely honest and forthcoming throughout the purchase process.

The Warranty Deed issued by Lemhi Title Company, states that Ronald E. Byers sold us the described premises "Together with all water rights, ditch rights, mineral rights, and any grazing rights appurtenant thereto and/or used in connection there with." I believed that I had received the water rights for all seven acres, purchased, not just the 0.02 acre parcel that had water rights.

I was assured by David Graybill, Water Distribution Section, Water District 170, Watermaster, that three water rights appeared appurtenant to my property. Graybill stated that two of those water rights, 74-2183A, and 74-210B, occur entirely on my property and will require change of ownership. Graybill further assured me that the third water right, 74-734D, also occurs on my property and an adjacent property, and will require a water right split. I had a reasonable expectation that the information provided to me by the official Idaho Department of Water Rights webpage, and the official Water District 170 Watermaster, would be true, accurate, and complete.

I completed a State of Idaho, Department of Water Resources, Notice of Change in Water Right Ownership for water right 74-2183A, and 74-210B, with 74-734D as split. I also provided supporting documents, including water right place of use maps and water right reports, for each water right, obtained from the official Idaho Department of Water Resources webpage. I subsequently received an official confirmation document from Idaho Department of Water Resources, changing water right ownership to Lori A. Nelson and Rohn R. Nelson for water right 74-210B, 74-2183A, and 74-734D, with water right 74-734D being split into 74-734D and 74-16256. This application was made with a reasonable expectation that the information was true and accurate, and that these water rights were conveyed with the property that I purchased from Ronald E. Byers. I had no knowledge or intent to obtain these water rights through other than completely honest and legal means.

I subsequently received an official document from Idaho Department of Water Resources, referencing a change in water right ownership for water right 74-210B and 74-2183A. The document states that the change was based on the legal description of the property on the warranty deed and the water right shapes in the database. The document states that after further review, it appears that the water right shapes may not have been updated to the correct property appurtenant to the water rights and ownership of the water rights has been reversed. I have attached documents that show that these water right shape files have been known to be in error by the Idaho Department of Water Resources, since November 18, 2002, and have not been updated through the date of this report.

Lori Nelson and I were shocked, confused, extremely angered, and devastated to receive information that the water right ownership for water rights 74-210B and 74-2183A had been reversed. It became apparent that Ronald E. Byers had provided false and misleading information and statements regarding the water rights that went with the land sale. It became apparent that Greg Byers had provided false information when advertising "seven irrigated acres with water rights," on Salmon Shop and Swap. It became apparent that the water right place of use depictions on the Idaho Department of Water Resources official webpage were false, inaccurate, misleading, and had not been updated to reflect accurate information for nearly twenty years. It also became apparent that the value of the land I purchased, based on false, misleading, and inaccurate information, was very significantly reduced, and is basically worthless for what Lori Nelson an I wanted it for. It finally became apparent that I would be forced to commit an unlawful act, each and every time I irrigated the property.

I realize that Lemhi Title Company and Idaho Department of Water Resources have liability disclaimer clauses, and require agreement with terms of use, but I also believe that they have an inherent duty and obligation to provide truthful, accurate and complete information to the public. I further believe that organizations, that provide information to the public have a legal duty and obligation to insure adequate training of personnel and employees to prevent situations such as we are experiencing.

Lori Nelson and I seek redress for the grievances described in this document. We feel that, through no fault of our own, we have been wronged, victimized, and subjected to fraud, conspiracy, false statements, and deceit. We further feel that false, and inaccurate information provided by individuals, Ronald E. Byers, and Greg Byers, as well as Idaho Department of Water Resources has caused and resulted in wrongs committed against us. These wrongs have resulted in a substantial financial loss to us, including property value, closing costs, interest on a loan, capital gains taxes from investments, and using our only home as collateral for a home equity line of credit.

In the event that this case is adjudicated in such a manner as to provide no redress, compensation, or other means of justice to address, and correct the wrongs described in this document, I will be forced to sell the land in the same manner as it was sold to me. My personal morals, honestly, and integrity conflict with selling the land, with water rights, knowing that I only have water rights for 0.2 acres of it at 0.01 cubic feet per second. The land is basically worthless to us, without the ability to irrigate and produce grass. I do not want to spend my retirement years deciding whether to live on a burned up bentonite mud flat, or committing a violation of the law each day I irrigate it.

This document represents my best effort to provide you with all of the necessary materials and documentation required for you to complete a comprehensive, and informed review, and provide legal advice, regarding whether to, and if so, how to proceed with civil and/or criminal litigation.

I have provided the above information in as clear, complete, verifiable, and precise of manner that I am capable of. The statements I have made in this document are true and accurate to best of my knowledge, and as detailed as my memory and records allow.

Respectfully submitted,

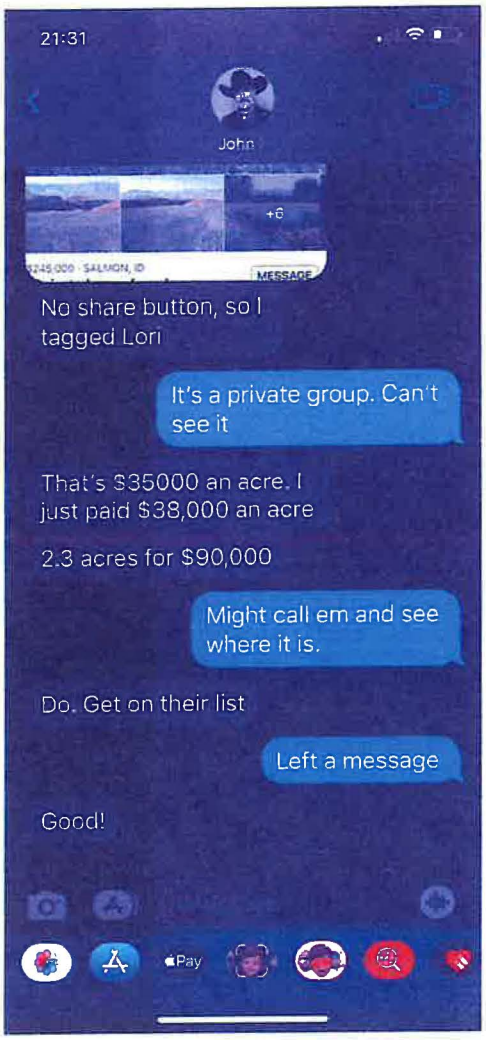
Rohn R. Nelson

Rohn R. Nelson


4:36
Home
Favorites
Recent
Salmon Shop and Swap
Greg Byers · 1h ·
7 irrigated acres with water rights. Just minutes from downtown. Great views with a creek that runs through part of the property. Call for more information. 208-303-0315
+6
$245,000 · SALMON, ID
7 irrigated acres for sale
MESSAGE
Start making money on Marketplace
Create Listing
News Feed
Marketplace
News
Shop
Notifications
Menu

Exhibit 2.1


21:06
John
Check out the property that just listed an hour ago. I tagged you in the post
Facebook?
Yeah
Don't see it. Who posted it?
Salmon swap and shop
minutes from downtown. Great views with a creek that runs through part of the property. Call for more information. 208-303-0315
Pay


21:31
John
+6
MESSAGE
No share button, so I tagged Lori
It's a private group. Can't see it
That's $35000 an acre. I just paid $38,000 an acre
2.3 acres for $90,000
Might call em and see where it is.
Do. Get on their list
Left a message
Good!
Pay

4:36

Home Favorites Recent

Salmon Shop and Swap

Greg Byers · 1h ·

7 irrigated acres with water rights. Just minutes from downtown. Great views with a creek that runs through part of the property. Call for more information. 208-303-0315



$245,000 · SALMON, ID

7 irrigated acres for sale

MESSAGE

Start making money on Marketplace

Create Listing

Feed Marketplace News Shop Notifications Menu

Exhibit 2.2





ID Private Lands

BYERS RONALD E

Overview

45.09958, -113.71920 Copy

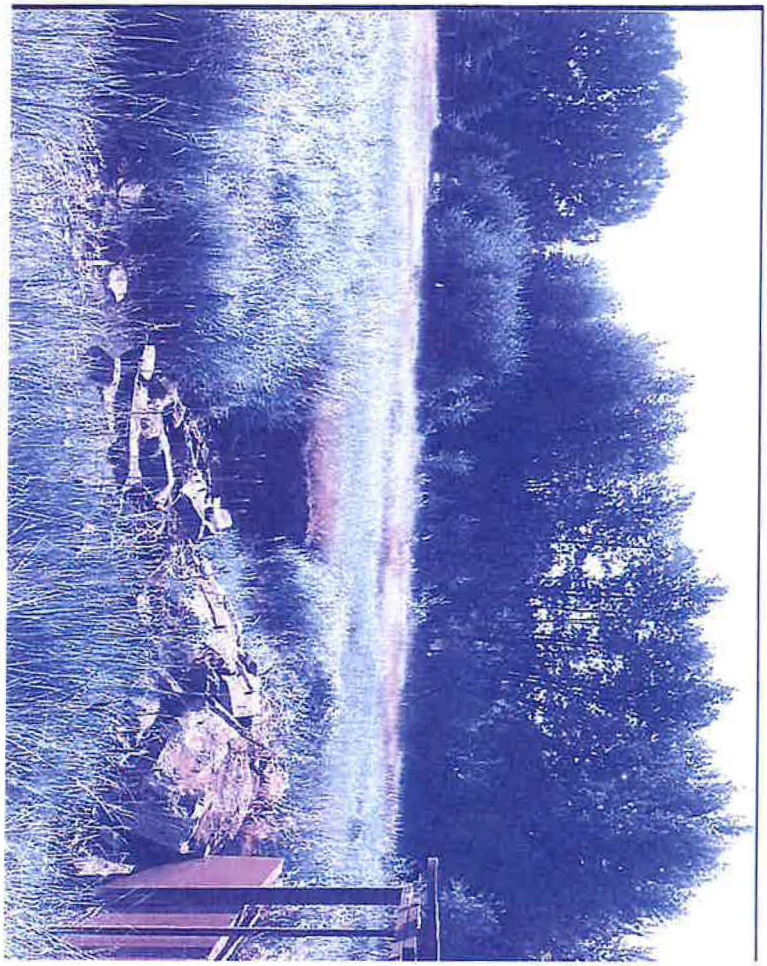
ID Private Lands

Owner
BYERS RONALD E

Tax Address
1044 LEMHI RD SALMON ID 83467

Area (Acres)
18.266

Add Photo | Add Waypoint | Share







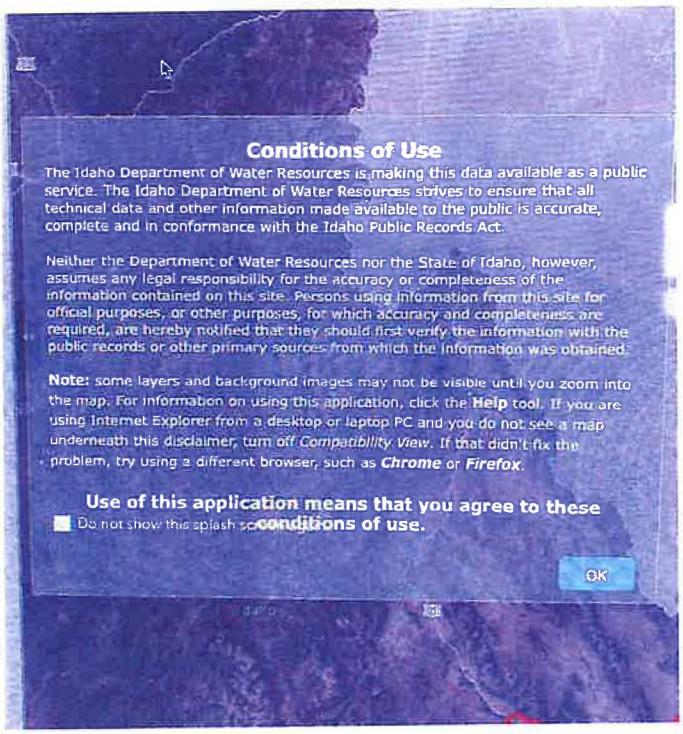

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Note: some layers and background images may not be visible until you zoom into the map. For information on using this application, click the Help tool. If you are using Internet Explorer from a desktop or laptop PC and you do not see a map underneath this disclaimer, turn off Compatibility View. If that didn't fix the problem, try using a different browser, such as Chrome or Firefox.
Use of this application means that you agree to these conditions of use.
Do not show this splash screen
OK

Exhibit
2.3


Wimpy Creek
74-10125
74-10126
74-10126
74-10125
74-4028
74-10094
74-10160
74-4031
74-10096
74-10095
74-10096
74-10095
74-2183A
74-210E
74-10126
Wimpy Creek
74-210B
74-15842
Lemhi Rd
74-210A
74-15842
74-16256
74-734D
Lyle Ln
74-734F
74-734A
74-10144
74-10094
74-10430
74-734H
74-1686
74-2197A
Wimpy Creek
Skinner Ranch Rd
74-10092
74-10064
74-10092
74-7284
74-10241
74-10186
Skinner Ln
74-15683
74-15683
74-943
74-703
74-10123
74-7284
74-943
74-10241
74-10092
Baker Ln
74-7316

Exhibit
2.4

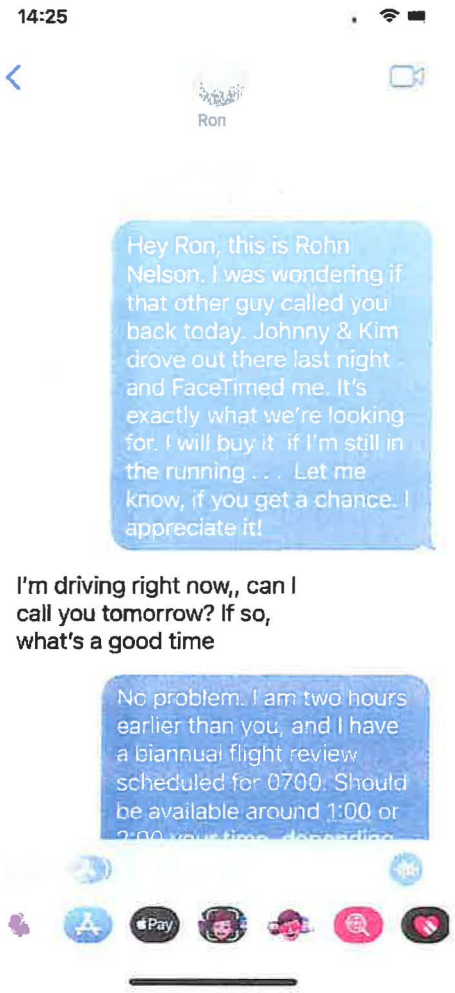

14:25
Ron
Hey Ron, this is Rohn Nelson. I was wondering if that other guy called you back today. Johnny & Kim drove out there last night and FaceTimed me. It's exactly what we're looking for. I will buy it if I'm still in the running . . . Let me know, if you get a chance. I appreciate it!
I'm driving right now,, can I call you tomorrow? If so, what's a good time
No problem. I am two hours earlier than you, and I have a biannual flight review scheduled for 0700. Should be available around 1:00 or

Exhibit 2.5

14:26

Ron

be available around 1:00 or 2:00 your time, depending on how well I do. . . . Lol!

Rohn Nelson RN



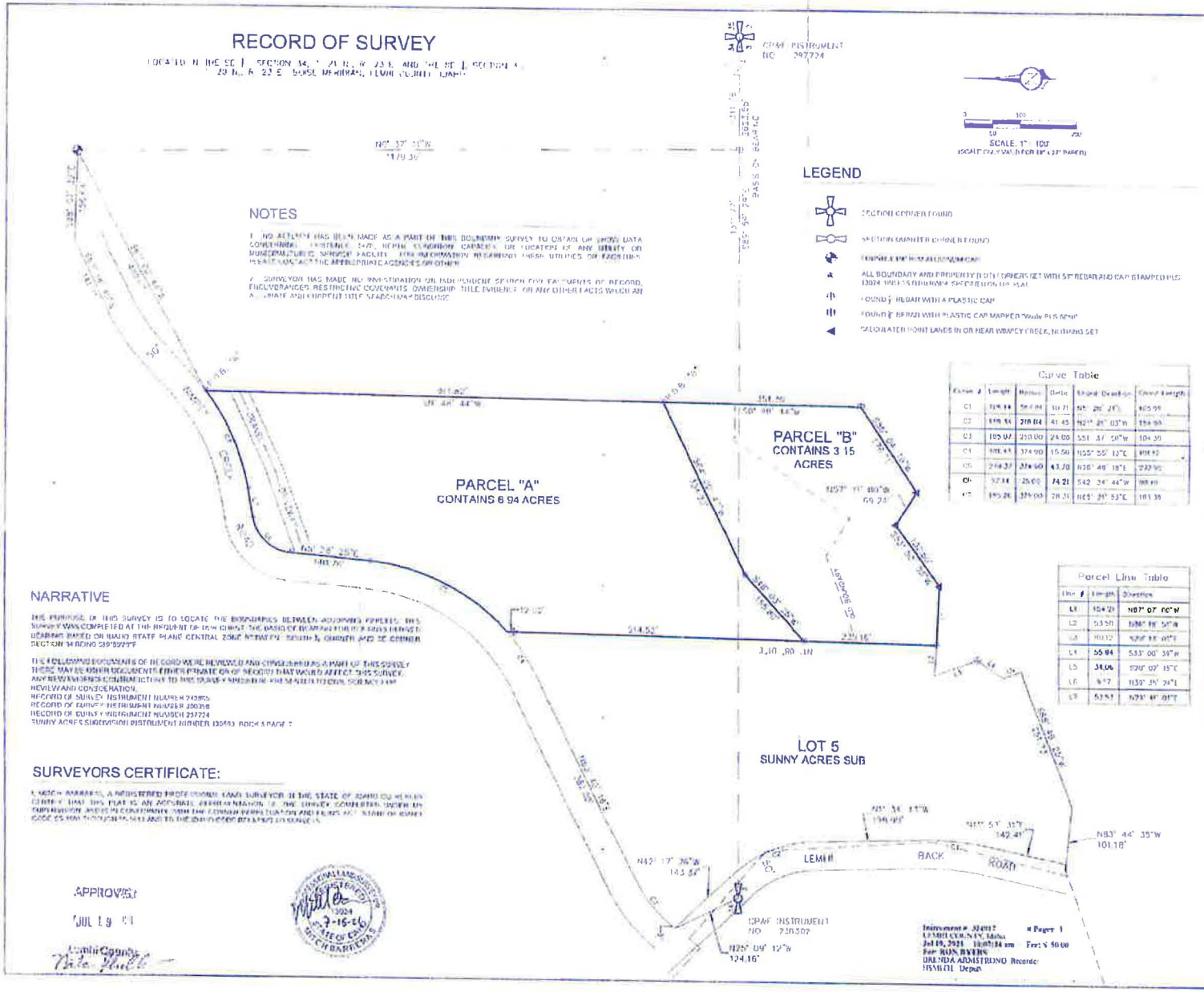
YOUR PARCEL A


14:26
Ron
be available around 1:00 or 2:00 your time, depending on how well I do. ..... Lol!
Robin Nelson RN
YOUR PARCEL A

Exhibit 2.6

RECORD OF SURVEY

LOCATED IN THE SE ¼ SECTION 34, T. 21 N., R. 23 E. AND THE NE ¼ SECTION 3, T. 20 N., R. 23 E. BOISE MERIDIAN, LEMHI COUNTY, IDAHO



NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO LOCATE THE BOUNDARIES BETWEEN ADJOINING PARCELS. THIS SURVEY WAS COMPLETED AT THE REQUEST OF DON GRANT. THE BASIS OF BEARINGS FOR THIS SURVEY IS BEARINGS BASED ON IDAHO STATE PLANE CENTRAL ZONE BETWEEN SOUTH ¼ CORNER AND SE CORNER SECTION 34 BEING S89°59'27"E.

THE FOLLOWING DOCUMENTS OF RECORD WERE REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY. THERE MAY BE OTHER DOCUMENTS, EITHER PRIVATE OR RECORD THAT WOULD AFFECT THIS SURVEY. ANY REVIEW WORK IS SUBJECT TO THIS SURVEYOR BEING MADE AWARE OF SUCH DOCUMENTS FOR REVIEW AND CONSIDERATION.

RECORD OF SURVEY INSTRUMENT NUMBER 243859
RECORD OF SURVEY INSTRUMENT NUMBER 250358
RECORD OF SURVEY INSTRUMENT NUMBER 297724
SUNNY ACRES SUBDIVISION INSTRUMENT NUMBER 136593, BOOK 3 PAGE 7

SURVEYORS CERTIFICATE:

I, WADE HARRIS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF THE SURVEY COMPLETED UNDER MY SUPERVISION AND IS IN CONFORMANCE WITH THE CORNER PERPETUATION AND FILING ACT, STATE OF IDAHO CODE 55-1601 THROUGH 55-1612 AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS CORRECT.

APPROVED
JUL 19 21
Lemhi County

7-16-21

Instrument # 324917
LEMHI COUNTY, Idaho
Jul 19, 2021 10:07:34 am
Fee: $ 50.00
For: RON BYERS
BRENDA ARMSTRONG Recorder
DEPUTY

Book 13 Pg 84

376 FALLS AVENUE
TWIN FALLS, ID 83301
208.737.0007
CivilScience

RECORD OF SURVEY/ BOUNDARY LINE ADJUSTMENT
LOCATED IN
THE SE¼ OF SECTION 34, T. 21 N., R. 23 E. AND THE NE¼, SECTION 03, T. 20 N., R. 23 E., BOISE MERIDIAN LEMHI COUNTY, IDAHO.

PROJ. # 19250514
SHEET 1 OF 1

21:43

John

We'll, I just bought parcel A. . .



No shit! Sight unseen?

You saw it. Good enough

Is t the creek in Parcel B?
And what is the "old

21:44

John

You saw it. Good enough

Is t the creek in Parcel B?
And what is the "old
boundary

I'm not sure. You should go out and walk it.

Haha. I guess I'd better!

I think he changed the old boundary. It wasn't going to stay on the market. There were quite a few calls after me!

Does Parcel a have creek i.
It?

In it

He said the creek runs through part of it. And I

21:44

John

He said the creek runs through part of it. And I have about half of the Dutch or so from what I gathered.

K

Yours parallels the back border, so you got the upper end. I didn't know how he had it divided up

Farthest up the hill?

Yes

I like it!

I'll go up there after dinner. I gotta see where that spit boundary is

I'd like to know where the

21:44

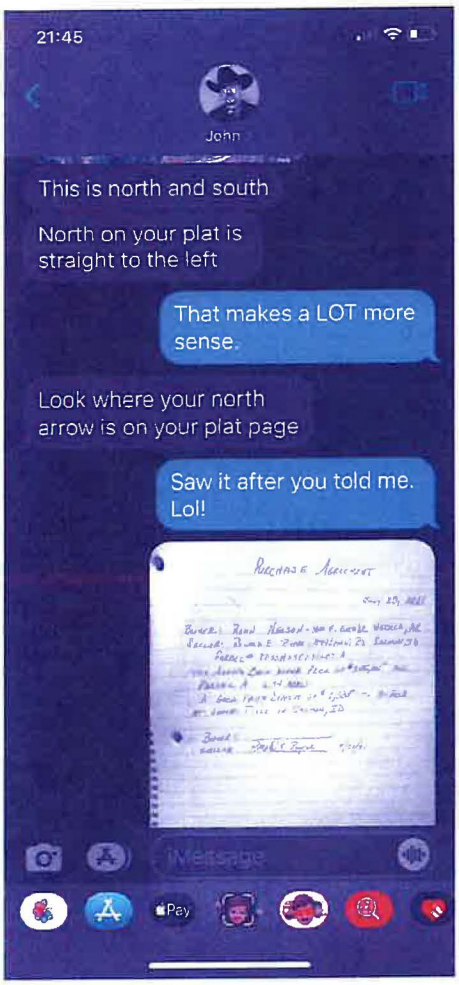
John

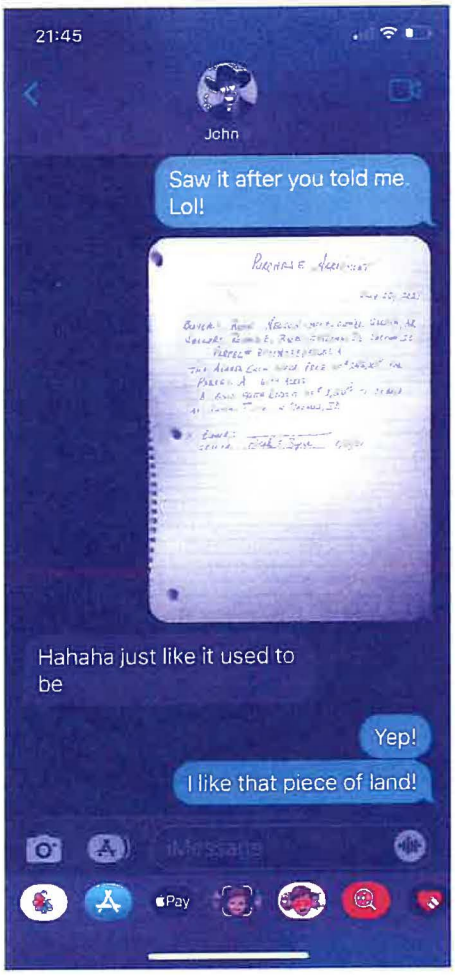
I'd like to know where the North boundary and south boundary is. He said he wouldn't have any land north of it, but the parcel boundary looks straight east & West.

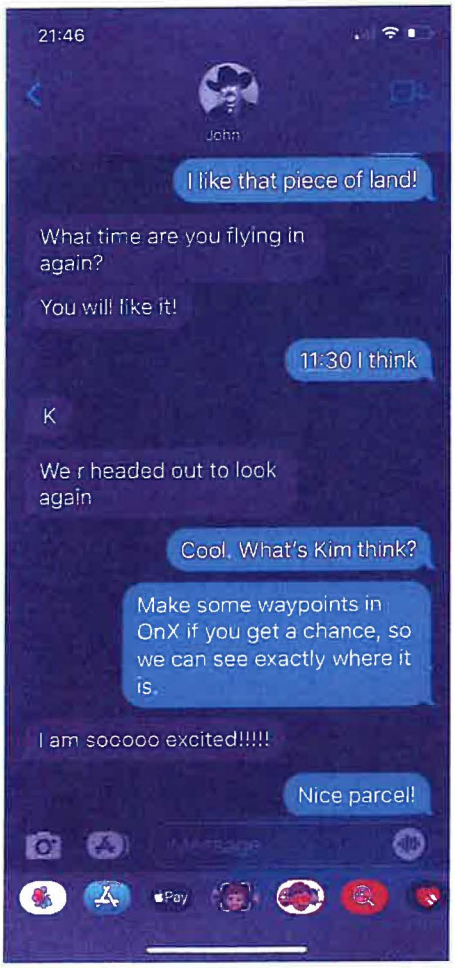


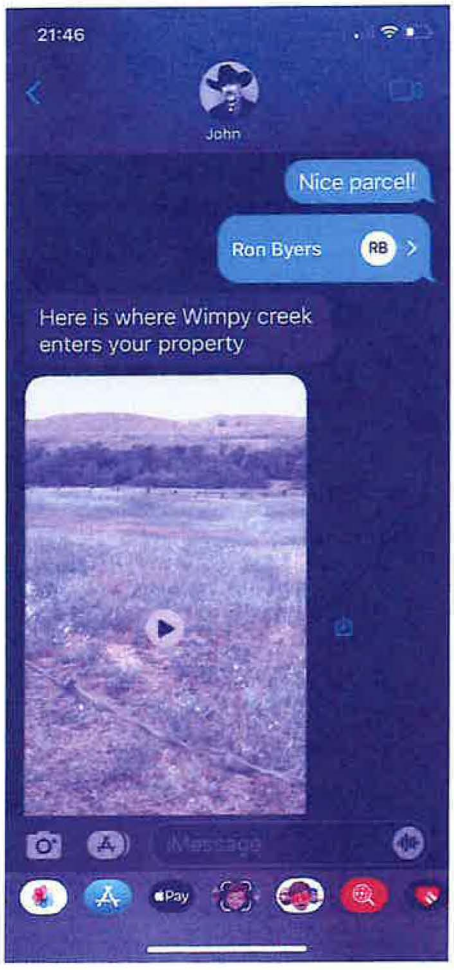
This is north and south

Exhibit
2.7


21:45
John
This is north and south
North on your plat is straight to the left
That makes a LOT more sense.
Look where your north arrow is on your plat page
Saw it after you told me. Lol!
iMessage


21:45
John
Saw it after you told me. Lol!
Hahaha just like it used to be
Yep!
I like that piece of land!
iMessage

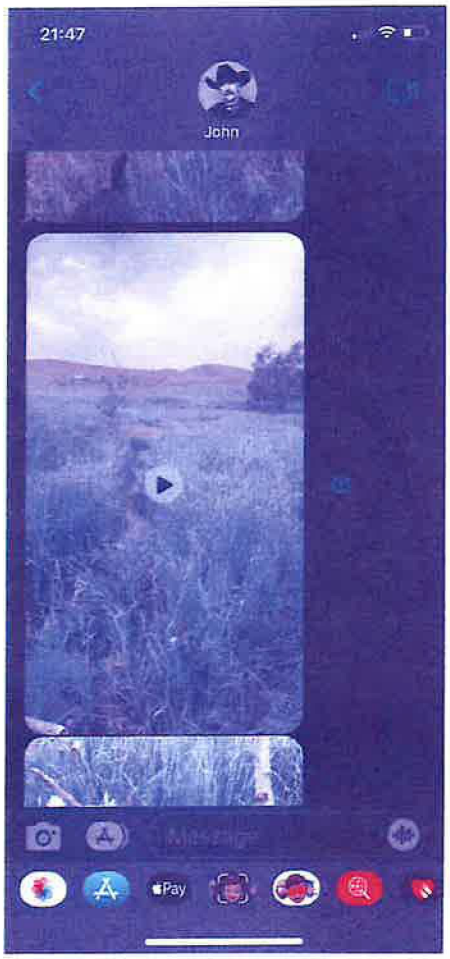

21:46
John
I like that piece of land!
What time are you flying in again?
You will like it!
11:30 I think
K
We r headed out to look again
Cool. What's Kim think?
Make some waypoints in OnX if you get a chance, so we can see exactly where it is.
I am soooo excited!!!!!
Nice parcel!
iMessage


21:46
John
Nice parcel!
Ron Byers
RB
Here is where Wimpy creek enters your property
iMessage


21:46
John
Damn! I like it!

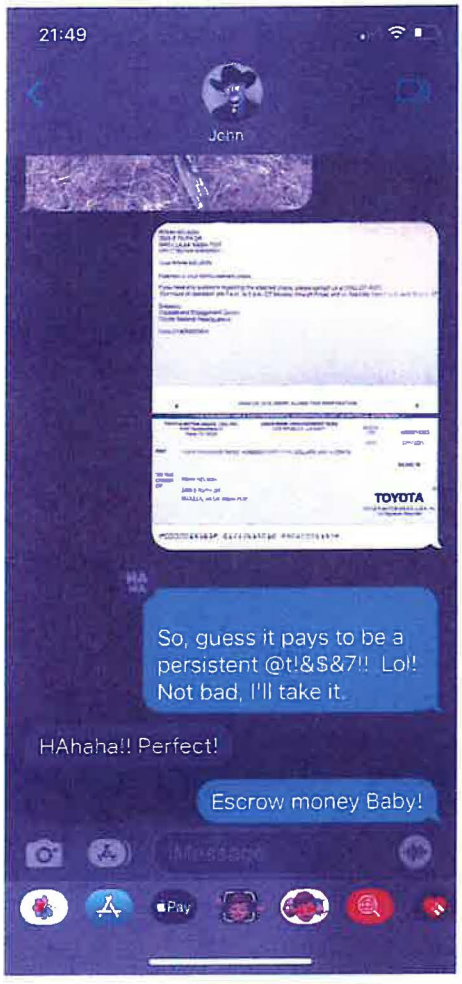

21:46
John
Damn! I like it!
We'll give you a call here in a bit. Lori went to get steaks to celebrate. . .

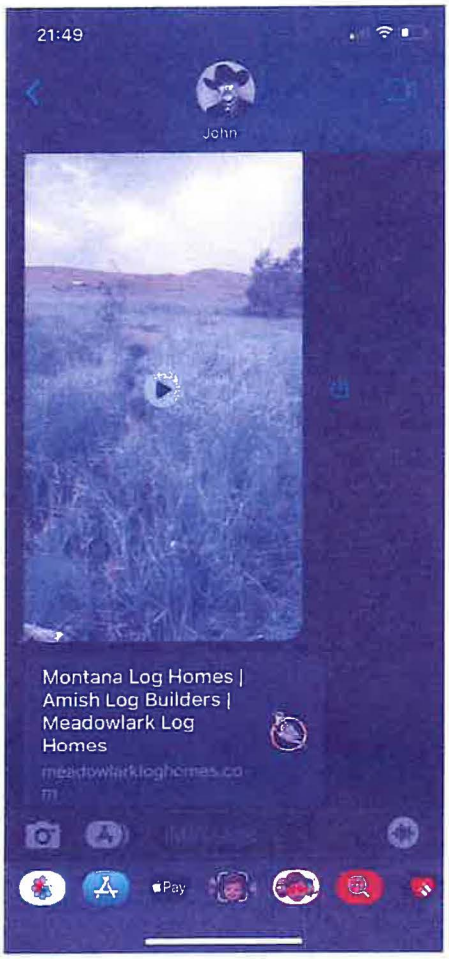

21:47
John


21:47
John


21:47
John


21:47
John


21:49
John
TOYOTA
So, guess it pays to be a persistent @t!&$&7!! Lol! Not bad, I'll take it.
HAhaha!! Perfect!
Escrow money Baby!

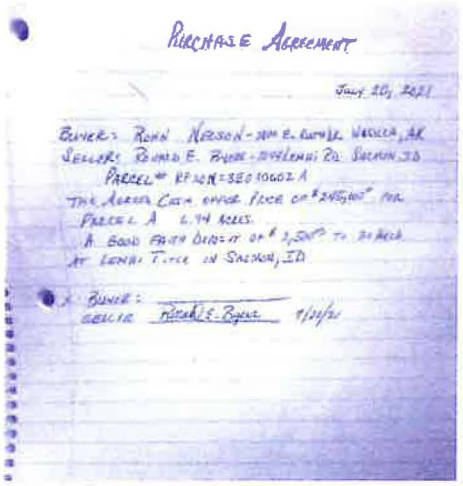

21:49
John
Montana Log Homes | Amish Log Builders | Meadowlark Log Homes

13:13

Inbox

From: Ron Byers
To: Rohn Nelson
July 20, 2021 at 16:08

Purchase agreement



Purchase Agreement

July 20, 2021

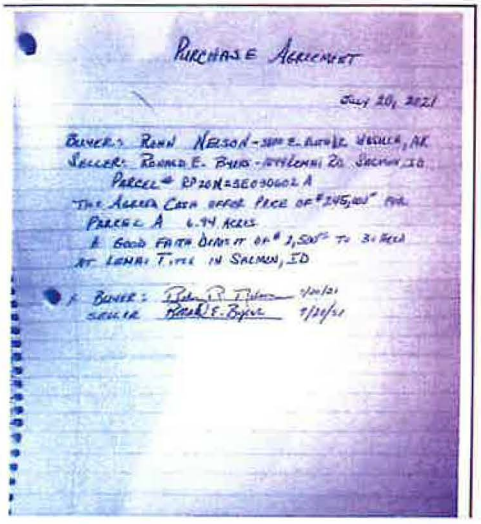
Buyer: Rohn Nelson - [illegible] Weiser, AK
Seller: Ronald E. Byers - [illegible] Salmon, ID
Parcel # RP20N=3E030602A
The Agreed Cash offer price of $245,000 for
Parcel A 6.94 Acres.
A Good Faith Deposit of $ 2,500 to be held
at Lemhi Title in Salmon, ID

Buyer:
Seller Ronald E. Byers 7/20/21

Inbox

From: Rohn Nelson
To: Ron Byers
July 20, 2021 at 16:25

7/20/21 Purchase Agreement



Purchase Agreement

July 20, 2021

Buyer: Rohn Nelson - [illegible] Weiser, AK
Seller: Ronald E. Byers - [illegible] Salmon, ID
Parcel # RP20N=3E030602A
The Agreed Cash offer price of $245,000 for
Parcel A 6.94 Acres.
A Good Faith Deposit of $ 2,500 to be held
at Lemhi Title in Salmon, ID

Buyer: [illegible] 7/20/21
Seller Ronald E. Byers 7/20/21

Exhibit
2.8

Purchase Agreement

July 20, 2021

Buyer: Robin Nelson - 3800 E. Ruth Dr Wasilla, AK
Seller: Ronald E. Byers - 1044 Lemhi Rd Salmon, ID
Parcel # RP20N23E030602A
The Agreed Cash offer price of $245,000.00 for
Parcel A 6.94 acres.
A good faith deposit of $2,500.00 to be held
at Lemhi Title in Salmon, ID

X Buyer: Robin R. Nelson 7/20/21
Seller Ronald E. Byers 7/20/21

Rohn & Lori Nelson

From: John Carson <john@lemhititle.com>
Sent: Wednesday, July 21, 2021 8:49 AM
To: fullcurl@mtaonline.net
Subject: Fwd: Purchase & Sale Agreement
Attachments: BRN3C2AF47B247F_040214.pdf

Good morning,
Please see attached Purchase & Sale Agreement for the property at Wimpy Creek.
Please sign & send back.

Please confirm receipt of this email.

Thank you,
John Carson
Title Officer
Lemhi Title Co.
401 Main St. Ste. 2
Salmon, Idaho 83467

208-756-2977
LemhiTitle.com

This email and any files transmitted with it are confidential and proprietary in nature.
If you are not the intended recipient be advised that you are legally prohibited from any usage or disclosure of this information. If you have received this email in error, please notify john@lemhititle.com Thank you for your cooperation.

Exhibit 2.9

LEMHI TITLE
101 MAIN ST. STE. 2 SALMON, IDAHO 83467
PHONE ✱ 208.756.2977 FAX ■ 208.756.6286
TITLE@LEMHITITLE.COM

REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, AND ANY ATTACHMENTS CAREFULLY BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

LEMHI COUNTY, IDAHO DATED THIS 21st DAY OF July 20__

("Buyer") Rohn Nelson

agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as (Address) RP20N23E30CC2A

City of Salmon County of **Lemhi**, Idaho legally described as: See attached

A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED OR ATTACHED PRIOR TO EXECUTION BY SELLER

EARNEST MONEY.

(a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of Two Thousand Five Hundred Dollars ($ 2500.00) Evidenced by: ☐ Cash ☐ Personal Check ☐ Cashier's Check

(b) Earnest money is to be held by Lemhi Title

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

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

1. **TOTAL PURCHASE PRICE IS** Two Hundred Forty Five — **DOLLARS ($** 245,000.00 **)**

Payable as follows:

a. $ _____ Cash down, including above Earnest Money (*Closing costs are additional*)

b $ 24,2,500.00 Balance of the purchase price (M.I.P. not included)

2. **FINANCING.** Buyer to secure the following financing: ☐ CONVENTIONAL ☐ PRIVATE ☐ NONE ☐ OTHER

N/A

a. Purchase loan balance as noted above for a period of _____ years at _____% per annum Not to exceed _____%

Buyer shall apply for such loan within three (3) banking days after Seller's acceptance of this agreement.

3. **OTHER FINANCING, TERMS AND/OR CONDITIONS:** _____

4. **CONTINGENCIES.**

a. ☒ None (No contingencies apply)

b. ☐ New Financing - This agreement is contingent upon Buyer(s) / property qualifying for the above described financing

c. ☐ Closing of _____ on or before _____

d. ☐ Other (specify) _____

As an accommodation and without charge, Lemhi Title has provided this Real Estate Purchase and Sale Agreement. First American makes no representation as to the content and sufficiency of the forms, nor has Lemhi Title or its employees given advice in connection therewith. Also, Lemhi Title has not suggested the forms are appropriate or adequate for the purposes for which they will be used. Lemhi Title suggests and you are urged to seek advice and assistance form real estate professionals, including Realtors and attorneys when using these forms.

5. ITEMS SPECIFICALLY INCLUDED IN THIS SALE: N/A

6. ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: N/A

7. COSTS PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller

Costs Paid By	Appraisal	Well Inspection	Septic Inspection	Code Inspection / Repairs	Document Prep	Lemhi Title Co. Closing Fees	Long Term Esc Fees	Owners Title Insurance	Lenders Title Insurance	Lender Closing Costs
BUYER										
N/A										
SELLER								✓		
SHARED					✓	✓				

*********If above section is left blank we will split fees customarily.*

Cost of lender or code repairs not to exceed $ N/A. Seller understands that as a result of any city of county inspections seller may be required to make repairs to the property in order to comply with the housing code whether or not a sale is completed under this agreement.

8. POSSESSION.

Buyer shall be entitled to possession on ☑ closing ☐ other _____.

9. CLOSING. On or before the closing date, buyer and seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall be no later than Aug. 20, 2021. "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller.

10. ACCEPTANCE. This offer is made subject to acceptance on or before _____ at _____ AM/ PM.

BUYER Ron N Nelson
BUYER _____
ADDRESS 3800 East Ruth Drive
City, State Wasilla, AK 99654
PHONE (H) 907-952-5551 (R) _____
EMAIL fullcurl@mtaonline.net
SIGNATURE: _____
SIGNATURE: _____
DATE: _____

SELLER Ronald E. Bynum
SELLER _____
ADDRESS 1044 Lemhi Rd.
City, State Salmon, ID 83467
PHONE (H) 208 303-0315 (B) _____
EMAIL rb57-47@hotmail.com
SIGNATURE Ronald E Bynum
SIGNATURE _____
DATE 7/21/21

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Exhibit "A"

CivilScience
Engineers Surveyors Solutions
376 Falls Avenue
Twin Falls, ID 83301
208-737-0007

Parcel "A"

A parcel of land located in the SE 1/4 of Section 34, T. 21 N., R. 23 E. and the NE ¼, Section 3, T. 20 N., R. 23 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the S ¼ Corner of said Section 34 which is a 1 ½" aluminum cap from which the SE Corner of Section 34 which is a 5/8" rebar buried 14" below the surface of a cultivated field bears S 89°59'29" E, 2623.55 ft., the Basis Of Bearing of this description, run thence S 89°59'29" E along the southerly boundary of Section 34 a distance of 1311.77 ft. to the SE Corner of the SW ¼ SE ¼ of Section 34 which is a 5/8" rebar with a plastic cap, run thence N 00°37'11" W along the easterly boundary of said SW ¼ SE ¼ a distance of 1179.36 ft. to a 3 ¼" BLM aluminum cap which is the NE Corner of the SW ¼ SE ¼ of said Section 34, run thence S 61°00'44" W a distance of 480.67 ft. to a point on the southerly right-of-way of Wimpey Creek Road which is a 5/8" rebar with a plastic cap said point being the POINT OF BEGINNING;

Run thence S 00°48'44" W a distance of 811.82 ft. to a 5/8" rebar with a plastic cap;

Thence S 64°00'47" W a distance of 334.20 ft. to a 5/8" rebar with a plastic cap;

Thence S 48°03'25" W a distance of 155.80 ft. to a 5/8" rebar with a plastic cap;

Thence N 01°08'01" E a distance of 526.54 ft. to a point on said southerly right-of-way of Wimpey Creek Road which is a 1/2" rebar with a plastic cap;

Thence along said southerly right-of-way the following courses:

279.37 ft. along a curve to the left having a radius of 374.90 ft. and a chord bearing N 26°49'18" E for 272.95 ft. to a 5/8" rebar with a plastic cap;

N 05°28'25" E a distance of 140.76 ft. to a 5/8" rebar with a plastic cap;

97.14 ft. along a curve to the right having a radius of 75.00 ft. and a chord bearing N 42°34'44" E for 90.49 ft. to a 5/8" rebar with a plastic cap;

N 79°41'03" E a distance of 53.53 ft. to a 5/8" rebar with a plastic cap;

185.26 ft. along a curve to the left having a radius of 375.00 ft. and a chord bearing N 65°31'53" E for 183.38 ft. to a 5/8" rebar with a plastic cap being the POINT OF BEGINNING.

PARCEL "A" CONTAINS 6.94 ACRES

CivilScience
Engineers Surveyors Solutions
376 Falls Avenue
Twin Falls, ID 83301
208-737-0007

Subject to: A 60.00 ft. wide easement for ingress and egress more particularly described as follows:

Commencing at the S ¼ Corner of said Section 34 which is a 1 ½" aluminum cap from which the SE Corner of Section 34 which is a 5/8" rebar buried 14" below the surface of a cultivated field bears S 89°59'29" E, 2623.55 ft., the Basis Of Bearing of this description, run thence S 89°59'29" E along the southerly boundary of Section 34 a distance of 1311.77 ft. to the SE Corner of the SW ¼ SE ¼ of Section 34 which is a 5/8" rebar with a plastic cap, run thence N 00°37'11" W along the easterly boundary of said SW ¼ SE ¼ a distance of 1179.36 ft. to a 3 ¼" BLM aluminum cap which is the NE Corner of the SW ¼ SE ¼ of said Section 34, run thence S 61°00'44" W a distance of 480.67 ft. to a point on the southerly right-of-way of Wimpey Creek Road which is a 5/8" rebar with a plastic cap, run thence S 00°48'44" W a distance of 60.40 ft. to a point on the centerline of an existing gravel driveway said point being the POINT OF BEGINNING;

Run thence along said centerline the following courses:

S 64°24'25" W a distance of 146.83 ft.;

S 70°26'42" W a distance of 159.09 ft. to the POINT OF TERMINUS.

PROFESSIONAL LAND SURVEYOR
REGISTERED
13024
7-16-21
STATE OF IDAHO
MITCH BARRERAS

5. **ITEMS SPECIFICALLY INCLUDED IN THIS SALE:** N/A

6. ***ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:*** N/A

7. **COSTS PAID BY:** Costs in addition to those listed below may be incurred by Buyer and Seller

Costs Paid By	Appraisal	Well Inspection	Septic Inspection	Code Inspection / Repairs	Document Prep.	Lemhi Title Co Closing Fees	Long Term Esc Fees	Owners Title Insurance	Lenders Title Insurance	Lender Closing Costs
BUYER										
N/A										
SELLER								✓		
SHARED					✓	✓				

*********If above section is left blank we will split fees customarily.***

Cost of lender or code repairs not to exceed $ N/A. Seller understands that as a result of any city of county inspections seller may be required to make repairs to the property in order to comply with the housing code whether or not a sale is completed under this agreement.

8. **POSSESSION.**

Buyer shall be entitled to possession on ☑ closing ☐ other _____

9. **CLOSING.** On or before the closing date, buyer and seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall be no later than Aug. 20, 2021. "Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller.

10. **ACCEPTANCE.** This offer is made subject to acceptance on or before _____ at _____ AM/ PM

BUYER Ruth Nelson
BUYER Lori Nelson
ADDRESS 3500 East Ruth Drive
City, State Wasilla, AK 99654
PHONE (H) 907-952-5551 (B)
EMAIL fullcurl@mtaonline.net
SIGNATURE: Ruth R. Nelson
SIGNATURE: Lori A. Nelson 7/21/2021
DATE 07/21/2021

SELLER Ronald E. Byxbe
SELLER _____
ADDRESS 1044 Lemhi Rd.
City, State Salmon, ID 83467
PHONE (H) 208-303-0315 (B)
EMAIL rb57-47@Netzero.com
SIGNATURE: Ronald E. Byxbe
SIGNATURE: _____
DATE 7/21/21

As an accommodation and without charge, Lemhi Title has provided this Real Estate Purchase and Sale Agreement. First American makes no representation as to the content and sufficiency of the forms, nor has Lemhi Title or its employees given advice in connection therewith. Also, Lemhi Title has not suggested the forms are appropriate or adequate for the purposes for which they will be used. Lemhi Title suggests and you are urged to seek advice and assistance form real estate professionals, including Realtors and attorneys when using these forms.

From: Angela Morton angela@lemhititle.com
Subject: RE: Preliminary Title Commitment
Date: Aug 2, 2021 at 07:00:53
To: MTA fullcurl@mtaonline.net

Mr. Nelson,

Hello. I will be your closing escrow officer on your purchase in Salmon, ID. I was just curious if you were going to be in Salmon between now and August 20?
Otherwise, I can email you your closing documents.

Thank you,

Angela Morton
Escrow Officer
Lemhi Title Company
401 Main St. Ste. 2
Salmon, Idaho 83467
Ph: 208-756-2977
Fax: 208-756-6286
Click here to visit our website

****If you receive an email containing any WIRE TRANSFER INSTRUCTIONS; please call me immediately to verify the information verbally prior to sending any wired funds.****

This email and any files transmitted with it are confidential and proprietary in nature. If you are not the intended recipient be advised that you are legally prohibited from any usage or disclosure of this information. If you have received this email in error, please notify angela@lemhititle.com Thank you for your cooperation.

From: John Carson <john@lemhititle.com>
Sent: Monday, July 26, 2021 9:37 AM
To: MTA <fullcurl@mtaonline.net>; Ron Byers <rb57-47@hotmail.com>; Angela Morton <angela@lemhititle.com>
Subject: Preliminary Title Commitment

Please see attached preliminary title commitment.
Please let us know if you have any questions or concerns.
There is nothing that needs done right now.
Our Escrow Officer Angela will be in touch with everyone as we near escrow closing.

Please confirm receipt of this email.

Thank you,
John Carson
Title Officer
Lemhi Title Co.
401 Main St. Ste. 2
Salmon, Idaho 83467

208-756-2977

Exhibit 2.10

LemhiTitle.com

This email and any files transmitted with it are confidential and proprietary in nature.
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First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

Lemhi Title Company
P.O. Box J
401 Main Street, Suite 2
Salmon, ID 83467
(208) 756-2977
Fax: (208) 756-6286
A Policy-Issuing Agent of First American Title Insurance Company

If this jacket was created electronically, it constitutes an original document.
This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements;
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I—Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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AMERICAN LAND TITLE ASSOCIATION

First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	

Transaction Identification Data for reference only:
Issuing Office: Lemhi Title Co. Issuing Agent: Lemhi Title Co.
ALTA® Universal ID: 1041654
Commitment No: 5211 Revision No:
Property Address: N/A Salmon, Idaho 83467

1. Commitment Date: **July 26, 2021**

2. Policy or Policies to be issued:
   (a)☐ ALTA® Owners Policy
   Proposed Insured: **Rohn R. Nelson and Lori A. Nelson**
   Proposed Policy Amount: **$245,000.00** Premium Amount: **$1,145.00**

   (b)☐ ALTA® Extended Loan Policy
   Proposed Insured:
   Proposed Policy Amount: **$.00** Premium Amount: **$.00**
   Endorsements:

3. The estate or interest in the land described or referenced to in this commitment is fee simple.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:
   Ronald E. Byers, a single man

5. The Land is described as follows: **See Continued Schedule "A"**

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Authorized Signatory

Initial_____

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form

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Continued Schedule "A"

A parcel of land located in the SE 1/4 of Section 34, T. 21 N., R. 23 E. and the NE ¼, Section 3, T. 20 N., R. 23 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the S ¼ Corner of said Section 34 which is a 1 ½" aluminum cap from which the SE Corner of Section 34 which is a 5/8" rebar buried 14" below the surface of a cultivated field bears S 89°59'29" E, 2623.55 ft., the Basis Of Bearing of this description, run thence S 89°59'29" E along the southerly boundary of Section 34 a distance of 1311.77 ft. to the SE Corner of the SW ¼ SE ¼ of Section 34 which is a 5/8" rebar with a plastic cap, run thence N 00°37'11" W along the easterly boundary of said SW ¼ SE ¼ a distance of 1179.36 ft. to a 3 ¼" BLM aluminum cap which is the NE Corner of the SW ¼ SE ¼ of said Section 34, run thence S 61°00'44" W a distance of 480.67 ft. to a point on the southerly right-of-way of Wimpey Creek Road which is a 5/8" rebar with a plastic cap said point being the POINT OF BEGINNING;

Run thence S 00°48'44" W a distance of 811.82 ft. to a 5/8" rebar with a plastic cap;

Thence S 64°00'47" W a distance of 334.20 ft. to a 5/8" rebar with a plastic cap;

Thence S 48°03'25" W a distance of 155.80 ft. to a 5/8" rebar with a plastic cap;

Thence N 01°08'01" E a distance of 526.54 ft. to a point on said southerly right-of-way of Wimpey Creek Road which is a 1/2" rebar with a plastic cap;

Thence along said southerly right-of-way the following courses:

279.37 ft. along a curve to the left having a radius of 374.90 ft. and a chord bearing N 26°49'18" E for 272.95 ft. to a 5/8" rebar with a plastic cap;

N 05°28'25" E a distance of 140.76 ft. to a 5/8" rebar with a plastic cap;

97.14 ft. along a curve to the right having a radius of 75.00 ft. and a chord bearing N 42°34'44" E for 90.49 ft. to a 5/8" rebar with a plastic cap;

N 79°41'03" E a distance of 53.53 ft. to a 5/8" rebar with a plastic cap;

185.26 ft. along a curve to the left having a radius of 375.00 ft. and a chord bearing N 65°31'53" E for 183.38 ft. to a 5/8" rebar with a plastic cap being the POINT OF BEGINNING.

Initial_____

First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: **5211**

SCHEDULE B - Part I

Requirements

The following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this commitment who will obtain an interest in the Land or who will make a loan to the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to the insured, or both, must be properly authorized, executed, delivered and recorded in the Public Records.
5. Release(s) or Reconveyance(s) of item(s) #16

   _____
6. Other

   1) Execution and recordation of a Warranty Deed from Ronald E. Byers to Rohn R. Nelson and Lori A. Nelson.

   2) We require marital status of all parties.

7. You must give us the following information:
   a. Any off record leases, surveys, etc.
   b. Statement(s) of identity, all parties.
   c. Other

Initial_____

FOR INFORMATIONAL PURPOSES:
Parcel No: RP20N23E030602A
2020 Property Taxes: $34.18

NOTE: In the event this transaction fails to close and this commitment is canceled, a fee will be charged to comply with the Idaho State Insurance Code.

Initial_____

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First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: **5211**

SCHEDULE B - Part II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

PART I:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

2. Any facts, rights, interest, or claims which are not known by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances which are not shown by the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patent or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Initial_____

8. General taxes and assessments for the year 2020 are paid.
General taxes and assessments for the year 2021 are an accruing lien.

9. Exceptions and/or reservations contained in the United States patent(s) to said land.

10. Right-of-way(s) or easement(s) of irrigation ditch(es).

11. The right, title and interest of the public in and to those portions of the above described premises falling within the bounds of roads, and/or highways, dedicated and or otherwise used by the public, and subject to all easements and restrictions attendant and pertinent to said roads and/or highways.

12. Power Line Easement granted to Idaho Power Company
Recorded: Aug. 09, 1940
Instrument No.: 54276

13. Right-of-Way for the private vehicular and utility access as evidenced within a Warranty Deed
Recorded: Dec. 04, 1980
Instrument No.: 155205

14. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded survey, corrections and amendments of said survey shown on Record of Survey recorded July 19, 2021, as Instrument No. 324917, in Book 13 of Surveys, at Page 84, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

15. A 60 foot wide easement for ingress and egress as evidenced within a Warranty Deed
Recorded: July 19, 2021
Instrument No.: 324918

16. Deed of Trust to secure an original indebtedness of $200,000.00, dated Sept. 19, 2012 and any other amounts and/or obligations secured thereby.
Recorded: Sept. 25, 2012
Instrument No.: 291494
Borrower: Ronald E. Byers, a single man
Trustee: First American Title Insurance Company of Idaho
Lender: Guild Mortgage Company, a California Corporation

Rerecorded: Oct. 11, 2012
Instrument No.: 291631

Initial_____

Lemhi County Property Information Access

Parcel ID Number: **RP20N23E030602A**

Owner Information	Legal Description
BYERS, RONALD E 1044 LEMHI RD SALMON ID 83467	Tax Code: 210000 Zip: 83467 T 2156 3 20 23 & 34 21 23

Category Information

Category	Quantity	Unit	Value
2 - IRRGTD PASTURE	8.425	AC	6133

Property Information	Tax Information				
	Tax Year: **2016** Bill #: 8117 Market: 7293 C.B.: 0.00 H.O.: 0 Special: 1.28 Tax: 43.10 **First Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 21.55 Cancelled: 0.00 **Second Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 21.55 Cancelled: 0.00	Tax Year: **2017** Bill #: 8102 Market: 6554 C.B.: 0.00 H.O.: 0 Special: 1.28 Tax: 36.52 **First Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 18.26 Cancelled: 0.00 **Second Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 18.26 Cancelled: 0.00	Tax Year: **2018** Bill #: 8099 Market: 6707 C.B.: 0.00 H.O.: 0 Special: 1.28 Tax: 36.16 **First Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 18.08 Cancelled: 0.00 **Second Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 18.08 Cancelled: 0.00	Tax Year: **2019** Bill #: 8106 Market: 6230 C.B.: 0.00 H.O.: 0 Special: 2.40 Tax: 34.18 **First Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 17.09 Cancelled: 0.00 **Second Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 17.09 Cancelled: 0.00	Tax Year: **2020** Bill #: 8132 Market: 6102 C.B.: 0.00 H.O.: 0 Special: 2.40 Tax: 34.18 **First Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 17.09 Cancelled: 0.00 **Second Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 17.09 Cancelled: 0.00
0 No Property Information Found					

Tax Payment History

Year/Type	Date	Half	Batch/Tran#	Tax	Penalty	Interest	Total	Remark	Payor	User	PUP
2016 Payment	12-05-2016	1	1660180 - 51	21.55	0.00	0.00	21.55	CK1374=339.85	BYERS, RONALD E	VICKIE	
2016 Payment	05-08-2017	2	1650500 - 12	21.55	0.00	0.00	21.55	CK1415=339.85	BYERS, RONALD E	VICKIE	
2017	11-	1	1720110 - 81	18.26	0.00	0.00	18.26	CK1476=430.22	BYERS,	REB	

First American Title™

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit https://www.firstam.com/privacy-policy/. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit https://www.firstam.com/privacy-policy/.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

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We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

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For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in https://www.firstam.com/privacy-policy. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

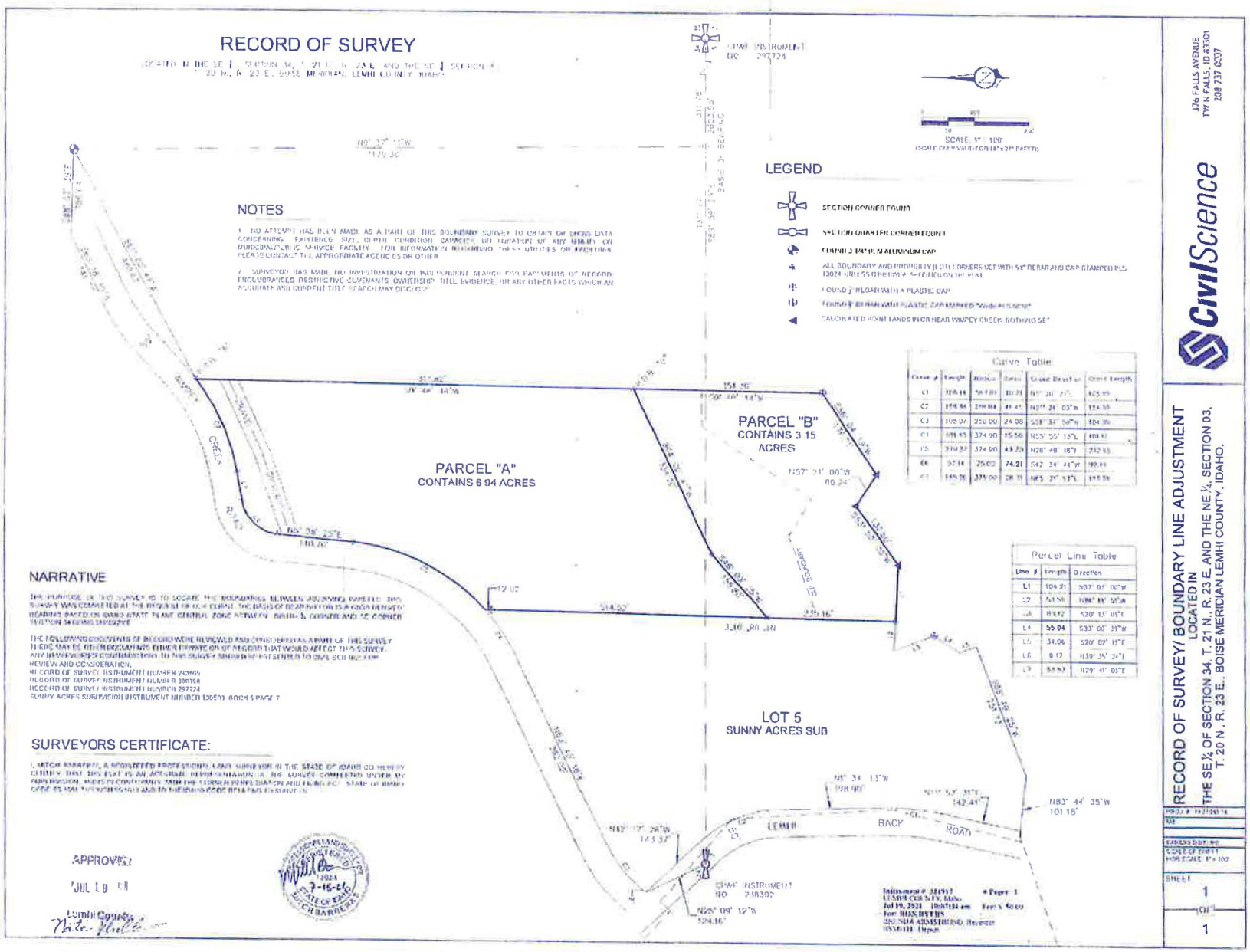
Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

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RECORD OF SURVEY

(LOCATED IN THE SE ¼ SECTION 34, T. 21 N., R. 23 E. AND THE NE ¼ SECTION 3, T. 20 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO)



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	106.44	56.00	108° 56' 21"	N57° 28' 03"W	91.55
C2	159.84	240.00	38° 09' 15"	N37° 24' 03"W	156.89
C3	105.07	250.00	24° 04' 50"	S58° 33' 50"W	104.30
C4	408.45	374.00	62° 34' 52"	N25° 55' 13"E	388.61
C5	274.27	374.00	42° 01' 18"	N28° 48' 18"E	268.13
C6	32.14	25.00	73° 39' 44"W	S42° 36' 44"W	29.99
C7	345.78	325.00	60° 57' 53"	N65° 37' 53"E	329.59

Parcel Line Table		
Line #	Length	Direction
L1	104.21	N07° 01' 00"W
L2	54.56	N86° 19' 58"W
L3	49.82	S20° 13' 05"E
L4	55.04	S33° 00' 28"W
L5	34.06	S26° 09' 15"E
L6	9.13	N39° 35' 24"E
L7	55.52	N29° 41' 01"E

376 FALLS AVENUE
TWIN FALLS, ID 83301
208 737 0237
CivilScience

RECORD OF SURVEY/ BOUNDARY LINE ADJUSTMENT
LOCATED IN
THE SE¼ OF SECTION 34, T. 21 N., R. 23 E. AND THE NE¼, SECTION 03, T. 20 N., R. 23 E., BOISE MERIDIAN LEMHI COUNTY, IDAHO.

PROJ. # 19-230-14
DRAWN BY: MH
CHECKED BY: MH
SCALE OF PLOT: HORIZONTAL 1" = 100'

SHEET 1 OF 1

Book 13 Pg 84

Rohn & Lori Nelson

From: Angela Morton <angela@lemhititle.com>
Sent: Monday, August 02, 2021 1:15 PM
To: 'MTA'; 'Ron Byers'
Subject: RE: Preliminary Title Commitment
Attachments: ADDENDUM TO SALES AGREEMENT.pdf

Due to a pending survey / appraisal for release of said parcel, please fill out this extension agreement (or anything similar) signed by both parties with a new closing date pushed out far enough to cover the time required, if you both agree to proceed with the purchase/sale.

Let me know if you have any questions,

Angela Morton
Escrow Officer

Click here to visit our website

****If you receive an email containing any WIRE TRANSFER INSTRUCTIONS; please call me immediately to verify the information verbally prior to sending any wired funds.****

This email and any files transmitted with it are confidential and proprietary in nature. If you are not the intended recipient be advised that you are legally prohibited from any usage or disclosure of this information. If you have received this email in error, please notify angela@lemhititle.com Thank you for your cooperation.

From: John Carson <john@lemhititle.com>
Sent: Monday, July 26, 2021 9:37 AM
To: MTA <fullcurl@mtaonline.net>; Ron Byers <rb57-47@hotmail.com>; Angela Morton <angela@lemhititle.com>
Subject: Preliminary Title Commitment

Please see attached preliminary title commitment.

Please let us know if you have any questions or concerns.

There is nothing that needs done right now.

Our Escrow Officer Angela will be in touch with everyone as we near escrow closing.

Please confirm receipt of this email.

Exhibit 2.11

ADDENDUM TO SALES AGREEMENT

The offer to purchase the real property commonly known as:

RP20N23E030602A, Salmon, ID 83467

Made by:
Rohn R. Nelson and Lori A. Nelson, Purchasers; and
Ronald E. Byers, Seller.

Dated: _____

The undersigned purchaser and seller agree to the following:

The herein agreement upon its execution by both parties is herewith made an integral part of the above mentioned agreement of sale.
All other terms and conditions of the original purchase and sell agreement not modified herein are still in full force and effect.

_____
Date

Rohn R. Nelson _____ Lori A. Nelson _____

_____
Date

_____
Ronald E. Byers

ADDENDUM TO SALES AGREEMENT

The offer to purchase the real property commonly known as:

RP20N23E030602A, Salmon, ID 83467

Made by:
Rohn R. Nelson and Lori A. Nelson, Purchasers, and
Ronald E. Byers, Seller

Dated: 8/3/21

The undersigned purchaser and seller agree to the following

The herein agreement upon its execution by both parties is herewith made an integral part of the above mentioned agreement of sale
All other terms and conditions of the original purchase and sell agreement not modified herein are still in full force and effect

8/3/2021
Date

Rohn R. Nelson
Rohn R. Nelson

Lori A. Nelson
Lori A. Nelson

8/3/21
Date

Ronald E. Byers
Ronald E. Byers

LEMHI TITLE
401 MAIN ST. STE. 2 SALMON, IDAHO 83467
PHONE • 208.756.2977 FAX • 208.756.6286

Wiring Instructions

Lemhi Title Company, Inc.
401 Main St., Ste 2
Salmon, ID 83467

for

WELLS FARGO BANK

BANK ADDRESS:	Wells Fargo Attention: Lemhi Title & Abstract Co. Trust Account 116 N. Andrews Street Salmon, Idaho 83467
TELEPHONE NUMBER:	208-756-2245
ACCOUNT NUMBER:	**1240050417**
ROUTING NUMBER:	**121000248**
REFERENCE:	**5211-21 Nelson**
AMOUNT TO BALANCE:	

Exhibit
2.12

LEMHI TITLE
101 MAIN ST. STE. 2 SALMON, IDAHO 83467
PHONE • 208.756.2977 FAX • 208.756.6286
TITLE@LEMHITITLE.COM

September 1 2021

RE: Escrow #5221-21

Dear Mr. and Mrs. Nelson,

Attached are all of your signed closing documents for your purchase of in Salmon, ID 83467.

Thank you for choosing Lemhi Title Co. for your title and escrow needs. It was a pleasure working with you. If I can be of any assistance in the future please let me know.

If you have any questions please feel free to contact me.

Sincerely,

Angela Morton
Escrow Officer

Exhibit
2.13

Instrument # 0000325583 # Pages: 3
LEMHI COUNTY, Idaho
Sep 01, 2021 09:59 AM Fee:$ 15.00
For: Lemhi Title Co
BRENDA ARMSTRONG, Recorder

Warranty Deed

For Value Received

Ronald E. Byers, a single man

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

Rohn R. Nelson and Lori A. Nelson, husband and wife

Whose current address is:

3800 East Ruth Drive
Wasilla, AK 99654

the grantee, the following described premises, to-wit:

See Exhibit A

Together with all water and water rights, ditch and ditch rights, mineral and mineral rights, and any grazing rights appurtenant thereto and/ or used in connection there with.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes laws and regulations, general taxes, assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: September 1, 2021

Ronald E. Byers
Ronald E. Byers

STATE OF Idaho)
) ss
COUNTY OF Lemhi)

On this 1 day of September, 2021, before me, a notary public in and for said State, personally appeared **Ronald E. Byers** known to me or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Angela Morton
Notary Public
Residing at. _____
Comm. Expires: _____

ANGELA MORTON
Notary Public - State of Idaho
Commission Number 20203462
My Commission Expires 09-08-2026

5211-21

Exhibit "A"

CivilScience
Engineers Surveyors Solutions
376 Falls Avenue
Twin Falls, ID 83301
208-737-0007

Parcel "A"

A parcel of land located in the SE 1/4 of Section 34, T. 21 N., R 23 E. and the NE ¼, Section 3, T. 20 N., R. 23 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the S ¼ Corner of said Section 34 which is a 1 ½" aluminum cap from which the SE Corner of Section 34 which is a 5/8" rebar buried 14" below the surface of a cultivated field bears S 89°59'29" E, 2623.55 ft., the Basis Of Bearing of this description, run thence S 89°59'29" E along the southerly boundary of Section 34 a distance of 1311 77 ft. to the SE Corner of the SW ¼ SE ¼ of Section 34 which is a 5/8" rebar with a plastic cap, run thence N 00°37'11" W along the easterly boundary of said SW ¼ SE ¼ a distance of 1179.36 ft. to a 3 ¼" BLM aluminum cap which is the NE Corner of the SW ¼ SE ¼ of said Section 34, run thence S 61°00'44" W a distance of 480.67 ft. to a point on the southerly right-of-way of Wimpey Creek Road which is a 5/8" rebar with a plastic cap said point being the POINT OF BEGINNING;

Run thence S 00°48'44" W a distance of 811.82 ft. to a 5/8" rebar with a plastic cap;

Thence S 64°00'47" W a distance of 334.20 ft. to a 5/8" rebar with a plastic cap;

Thence S 48°03'25" W a distance of 155.80 ft. to a 5/8" rebar with a plastic cap;

Thence N 01°08'01" E a distance of 526.54 ft. to a point on said southerly right-of-way of Wimpey Creek Road which is a 1/2" rebar with a plastic cap;

Thence along said southerly right-of-way the following courses:

279.37 ft. along a curve to the left having a radius of 374.90 ft. and a chord bearing N 26°49'18" E for 272.95 ft. to a 5/8" rebar with a plastic cap;

N 05°28'25" E a distance of 140.76 ft. to a 5/8" rebar with a plastic cap;

97.14 ft. along a curve to the right having a radius of 75.00 ft. and a chord bearing N 42°34'44" E for 90.49 ft. to a 5/8" rebar with a plastic cap;

N 79°41'03" E a distance of 53.53 ft. to a 5/8" rebar with a plastic cap;

185.26 ft. along a curve to the left having a radius of 375.00 ft. and a chord bearing N 65°31'53" E for 183.38 ft. to a 5/8" rebar with a plastic cap being the POINT OF BEGINNING.

PARCEL "A" CONTAINS 6.94 ACRES

Instrument # 0000325583

CivilScience
Engineers Surveyors Solutions
376 Falls Avenue
Twin Falls, ID 83301
208-737-0007

Subject to: A 60.00 ft. wide easement for ingress and egress more particularly described as follows:

Commencing at the S ¼ Corner of said Section 34 which is a 1 ½" aluminum cap from which the SE Corner of Section 34 which is a 5/8" rebar buried 14" below the surface of a cultivated field bears S 89°59'29" E, 2623.55 ft., the Basis Of Bearing of this description, run thence S 89°59'29" E along the southerly boundary of Section 34 a distance of 1311.77 ft. to the SE Corner of the SW ¼ SE ¼ of Section 34 which is a 5/8" rebar with a plastic cap, run thence N 00°37'11" W along the easterly boundary of said SW ¼ SE ¼ a distance of 1179.36 ft. to a 3 ¼" BLM aluminum cap which is the NE Corner of the SW ¼ SE ¼ of said Section 34, run thence S 61°00'44" W a distance of 480.67 ft. to a point on the southerly right-of-way of Wimpey Creek Road which is a 5/8" rebar with a plastic cap, run thence S 00°48'44" W a distance of 60.40 ft. to a point on the centerline of an existing gravel driveway said point being the POINT OF BEGINNING;

Run thence along said centerline the following courses:

S 64°24'25" W a distance of 146.83 ft.;

S 70°26'42" W a distance of 159.09 ft. to the POINT OF TERMINUS.

PROFESSIONAL LAND SURVEYOR
REGISTERED
13024
STATE OF IDAHO
MITCH BARRERAS

Instrument # 000032558

LEMHI TITLE COMPANY

American Land Title Association

ALTA Settlement Statement - Borrower/Buyer
Adopted 05-01-2015

File No./Escrow No.: 5211-21
Print Date & Time: 8/12/2021
Escrow Officer: Angela Morton
Settlement Location: Idaho

Lemhi Title Company
ALTA Universal ID: 1041654
401 Main St. Ste. 2
Salmon, ID 83467

Property Address: RP20N23E030602A
Buyer: Rohn Nelson and Lori Nelson
Seller: Ronald Byers
Lender:

Settlement Date: 9/1/2021
Disbursement Date: 9/1/2021
Additional dates per state requirements:

Description	Borrower/Buyer	
	Debit	**Credit**
Financial		
Sales Price of Property	$ 245,000.00	
Personal Property		
Deposit including earnest money		$ 2,500.00
Loan Amount		
Existing Loan(s) Assumed or Taken Subject to _____		
Seller Credit		
Excess Deposit		
Prorations/Adjustments		
School Taxes from (date) to (date)		
County Taxes from 01/01/21 to 09/01/2021		$ 23.41
HOA dues from (date) to (date)		
Seller Credit		
Title Charges & Escrow / Settlement Charges		
Owner's Title Insurance to Lemhi Title Co		
Owner's Policy Endorsement(s) _____		
Loan Policy of Title Insurance to Lemhi Title Co		
Loan Policy Endorsement(s) _____		
CPL Fee to Lemhi Title Co		
Insurance Binder to _____		
Doc Print Fee to Lemhi Title Co		

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LEMHI TITLE COMPANY

Escrow / Settlement Fee to Lemhi Title Co ***($810.00 Split)***	$ 405.00	
Courier Fee to Lemhi Title Co	$ 20.00	
Wire Fee to Lemhi Title Co (Incoming from HELOC)	$ 20.00	
Commission		
Real Estate Commission to _____		
Real Estate Commission to _____		
Other		
Government Recording and Transfer Charges		
Recording Fees (Deed) to Lemhi Title Co	$ 15.00	
Recording Fees (Mortgage/Deed of Trust) to Lemhi Title Co		
Recording Fees (Other) to Lemhi Title Co		
E-Recording Fee to Lemhi Title Co	$ 10.00	
Transfer Tax to _____		
	Debit	**Credit**
Subtotals	$ 245,470.00	$ 2,523.41
Due From Buyer	$	242,946.59
Totals	$ 245,470.00	$ 2,523.41

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize *Lemhi Title Company* to cause the funds to be disbursed in accordance with this statement.

Rohn R. Nelson

Rohn Nelson

Lori A. Nelson

Lori Nelson

Angela Hutton

Escrow Officer

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File #5211-21

LEMHI TITLE
401 MAIN ST. STE. 2 SALMON, IDAHO PHONE - 208.756.2977 FAX -208.756.6286

CLOSING ESCROW INSTRUCTIONS
PURCHASE

ESCROW NO.: **5211-21** DATE: **August 27, 2021**

BUYER: **Rohn R. Nelson and Lori A. Nelson**

TO: **Lemhi Title Co., Inc., 401 Main Street Suite 2 Salmon, ID 83467**

I/We hereby agree to purchase the hereinafter described property as described in Schedule A of Commitment No.**5211** situated in Lemhi, County Idaho for a total consideration of **$245,000.00** and will on or before closing hand you said consideration, which is payable as follows:

Earnest Money Deposit	**$ 2,500.00**
Balance of Sales Price in the amount of	**$ 242,500.00**
(closing costs and/or fees are additional)	

I/We will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me a Warranty Deed from **Ronald E. Byers**

You are authorized and instructed to issue the specified title insurance policy or policies, in the specified amounts, to-wit:

OWNERS STANDARD	**$ 245,000.00**
LENDER'S STANDARD	**$ 0.00**

on the property described on attached Order No. **5211** to

Subject to:

1. Paragraphs **1 to 16** Schedule B of Commitment for Title Insurance, Order No. **5211**, a copy of which is attached, reviewed and approved.

2. Additional documents Creating exceptions that will be recorded at the time of closing:
   N/A

I have read the above reference preliminary title commitment and approve the policy of title insurance to be issued as required by instructions to include the above vesting and exceptions:

Buyers Initials: RRN LAN **Sellers Initials:** RB

OTHER INSTRUCTIONS:

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Buy/Sell Agreement dated **7/21/2021** if any, addendums have been either satisfied or negotiated outside of this escrow.

PRORATE AND/OR ADJUST THE FOLLOWING AS OF: **September 7, 2021**

✓ 1. Taxes based on the amount of the last tax statement of the Tax Collector issued prior to close of escrow. No liability is assumed for the errors, omissions, and/or changes in the amount of the General County Taxes assessed on real and personal property by the County Assessor and/or Taxing Authority. (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the differences, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to buyers any present or future tax bills on property herein. TYPE OF TAXES: [**X**] Real Property 2021 [ ] Mobile Home [ ] Personal Property

☐ 2. Rents/Security Deposits

☐ 3. Condo or Homeowner's Association Dues

☐ 4. City Water/Sewer

☐ 5. City/County SID's (State Specific)

☐ 6. Other

Loan Calculations/Payoffs

Loan amounts shown in the seller(s) and buyer(s) settlement statements were determined from information provided to Lemhi Title Company by the lender, or escrow provider, copies of which are available to the parties for inspection. Any inaccuracies of deficiencies in the calculation of theses amounts by the lender or escrow provider remain the responsibility of the party legally obligated thereunder.

Water Rights

The parties acknowledge that Lemhi Title Company is not responsible for the transfer of any water, or water rights.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. If the transfer of water is being done as a part of this closing, it is being done as an accommodation for me, I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

Lemhi Title Company is hereby authorized and instructed to insert appropriate addresses on any and all documents generated by this escrow that may or may not have been previously signed by buyers and/or sellers herein.

Buyers Initials: _____ _____ **Sellers Initials:** _____

OTHER INSTRUCTIONS

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Buy/Sell *Agreement dated* **7/21/2021** *if any, addendums have been either satisfied or negotiated outside* of this escrow

PRORATE AND/OR ADJUST THE FOLLOWING AS OF: **September 7, 2021**

✓	1	Taxes based on the amount of the last tax statement of the Tax Collector issued prior to close of escrow. No liability is assumed for the errors, omissions and/or changes in the amount of the General County Taxes assessed on real and personal property by the County Assessor and/or Taxing Authority. (If the amount of the new tax bill issued by the Tax Collector after close of escrow is more or less than the amount used for proration purposes, the differences, if any, will be adjusted by the parties herein outside of escrow.) Sellers are to forward to buyers any present or future tax bills on property herein. TYPE OF TAXES [X] Real Property 2021 [ ] Mobile Home [ ] Personal Property
☐	2.	Rents/Security Deposits
☐	3.	*Condo or Homeowner's Association Dues*
☐	4.	City Water/Sewer
☐	5.	City/County SID's (State Specific)
☐	6.	Other

Loan Calculations/Payoffs

Loan amounts shown in the seller(s) and buyer(s) settlement statements were determined from information provided to Lemhi Title Company by the lender or escrow provider, copies of which are available to the parties for inspection. Any inaccuracies of deficiencies in the calculation of theses amounts by the lender or escrow provider remain the responsibility of the party legally obligated thereunder.

Water Rights

The parties acknowledge that Lemhi Title Company is not responsible for the transfer of any water, or water rights.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. If the transfer of water is being done as a part of this closing, it is being done as an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

Lemhi Title Company is hereby authorized and instructed to insert appropriate addresses on any and all documents generated by this escrow that may or may not have been previously signed by buyers and/or sellers herein.

Buyers Initials: BRN LAN **Sellers Initials:** JCP

GENERAL PROVISIONS

Miscellaneous Fees
Escrow Holder may incur certain additional costs on behalf of the parties for services performed by third party providers. The fees Charged by Escrow Holder for such services may include a mark up over the direct cost of such services to reflect the averaging of direct, administrative and overhead charges of Escrow Holder for such services.

Reconveyance
In the event a lender who is paid in full in connection with this escrow, fails to timely forward the paid Note and a request for reconveyance of the paid Deed of Trust, the escrow holder acting as trustee and the title insurer may use the procedures outlined in state statutes and regulations to effect a reconveyance of the Deed of Trust. Among other provisions of this chapter is the following; "The reconveyance of a trust deed pursuant to this chapter shall not itself discharge any personal obligation that was secured by the trust deed at the time of its reconveyance."

Deposit of Funds and Disbursements
All disbursements shall be made by your check. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in the State of Idaho and may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

Close of Escrow
The expressions "close of escrow" means that date on which instruments referred to herein are recorded unless otherwise indicated herein. Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for is hereby authorized.

Authorization to Furnish Copies
You are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

Conflicting Demands or Claims
Should you before or after close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the right to commence or defend any action or proceedings for the determination of such conflict.

Attorneys Fees, Cost/Suit in Interpleader
The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by you in connection with, or arising out of this escrow, including but without limiting the generality of the foregoing, a suit in interpleader brought by you. The parties expressly agree that you, as escrow holder, have the absolute right, at your election, to file an action in interpleader. You are authorized to deposit with the Clerk of Court all documents and funds held in this escrow.

Buyers Initials: BRN LAN **Sellers Initials:** KA

Right of Cancellation

If any party to this escrow elects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver to escrow agent a written notice to the other party and escrow agent demanding that said other party comply with the terms hereof within ten days from the receipt of said notice by escrow agents that these instructions shall hereupon become canceled. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within five days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of this escrow agent.

In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become canceled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges; (c) third, to pay to the party electing to cancel, any money deposited by said party, after deducting any changes remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "canceled" and returned in the files of escrow agent.

Legal Advice

Both Seller and Buyer acknowledge by their signatures hereon the following: We/I have been specifically informed that Lemhi Title Company (hereinafter designated as "Lemhi Title") is not licensed to practice law and no legal advice has been offered by First American or any of its employees. We/I have been further informed that Lemhi Title is acting only as escrow holder and that it is forbidden by law from offering any advice to any party respecting the merit of this escrow transaction or the nature of the instruments utilized and that it has not done so. We/I have not been referred by Lemhi Title to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal counsel of our/my own choosing at my own expense, if we/I have doubt concerning any aspect of this transaction.

Preparation of Form Documents

I further declare all instruments to which I am a party, if prepared by Lemhi Title, have been prepared under the direction of my attorney or myself and particularly declare that copying legal descriptions from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements is, or will be solely at my direction or request.

Personal Property Taxes

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.
I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

Taxpayer Reporting Information

The Seller(s) acknowledges that Federal Law requires Lemhi Title Company to report this transaction to the Internal Revenue Service on Form 1099.

Buyers Initials: RRN LAN **Sellers Initials:** JCB

Facsimiles/Electronic Document Deliver

In the even Seller and/or Buyer utilize facsimile or electronically transmitted documents, Seller and Buyer agree to accept and instruct Lemhi Title Company to rely upon documents as if they bore original signatures. Seller and Buyer agree to provide the documents bearing the original signatures within 5 days of transmission. .Seller and Buyer acknowledge and agree that any documents necessary for recording may not be accepted by the County Clerk and Recorder, with facsimile or electronically transmitted signatures, thus delaying the close of escrow.

Amendments to Escrow Instructions

Any amendments of and/or supplement to any instruction must be in writing. If any "Earnest Money Agreements", "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall, nevertheless, control. The Seller agrees to sell and the Buyer agrees to buy the property herein described upon the terms hereof.

We have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

At the close of this escrow, you are to *mail* any documents to:

Address: 3800 E. Ruth Dr
Wasilla, Ak 99654

OR

At the close of this escrow, you are to *email* scanned copies of any documents to:

Email: fullcurl@mtaonline.net

Rohn R. Nelson
Rohn R. Nelson

Lori A. Nelson
Lori A. Nelson

SELLER(S):
I/We approve of the foregoing instructions, agree to be bound thereof, and agree to sell and will deliver to you papers, instructions and/or funds required from me within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the instruments to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I agree to pay your usual sellers escrow fee, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me.

At the close of this transaction, you are authorized to pay commissions as follows:

N/A

At the close of this escrow, you are to ***mail*** any documents to:

Address: _____

_____

OR

At the close of this escrow, you are to ***email*** scanned copies of any documents to:

Email: rb57-49@hotmail.com

Ronald E. Byers

Ronald E. Byers

LEMHI TITLE
101 MAIN ST. STE. 2 SALMON, IDAHO 83167
PHONE • 208.756.2977 FAX • 208.756.6286
TITLE@LEMHITITLE.COM

TAX AGREEMENT

The tax value shown on the attached closing statement is based on 2021 tax ESTIMATES.

Buyer and Seller herein affirm and agree that Lemhi Title Company, its employees, agents or assigns have not made any warranties as to the accuracy of these tax figures. Further, Buyer and Seller agree that should the actual tax, as shown on the tax statement forwarded by the Assessor/Treasurer's office during the year of the sale differ from the figure represented on the attached closing statement, the following will occur:

1. In the event Buyer has received excess credit based on the "estimated tax", Buyer agrees to reimburse Seller; or

2. In the event Buyer has not received sufficient credit based on the "estimated tax", Seller agrees to reimburse Buyer.

3. Payment of the pro-rated portion due, if any, shall be made by the respective party (directly to the party) within thirty (30) days after notification of the actual tax assessed.

4. PAYMENT OF ANY SUBSEQUENT TAX STATEMENTS WHICH MAY BE RECEIVED AFTER DATE OF CLOSING ON THIS TRANSACTION WILL BE HANDLED DIRECTLY BETWEEN THE RESPECTIVE PARTIES, AND LEMHI TITLE & ABSTRACT COMPANY, INC. DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY IN CONNECTION THEREWITH.

Further, Buyer and Seller herein agrees to hold harmless Lemhi Title Company from any loss, liability, or responsibility in the event the estimated tax figures are based on a Homeowner's or other Tax Exemption, which may or may not apply for the year in which the sale occurs. It is agreed that it shall be the Buyer's responsibility to investigate the status of the Tax Exemption(s) as it may apply to the property being purchased.

DATED this 12th day of August, 2021

Rohn R. Nelson
Rohn R. Nelson

Lori A. Nelson
Lori A. Nelson

DATED this 1 day of September, 2021

Ronald E. Byers
Ronald E. Byers

2021 **Estimated** Real Property Taxes for **RP20N23E030602A** Tax Amount: total $34.18 (Special Exempt.)

First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE SOLELY FOR THE BENEFIT OF THE COMPANY AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice, Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson

Jeffrey S. Robinson, Secretary

Lemhi Title Company
P.O. Box J
401 Main Street, Suite 2
Salmon, ID 83467
(208) 756-2977
Fax: (208) 756-6286
A Policy-Issuing Agent of First American Title Insurance Company

If this jacket was created electronically, it constitutes an original document.

This jacket is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I—Requirements, Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term Land does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified [illegible] in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements;
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I—Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I—Requirements, Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

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(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and only for the Policy identified in Schedule A, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment, negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I—Requirements, Schedule B, Part II—Exceptions, and a countersignature by the Company or its issuing agent that may be in electronic form.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:
Issuing Office: Lemhi Title Co. **Issuing Agent: Lemhi Title Co.**
ALTA® Universal ID: 1041654
Commitment No: 5211 **Revision No.**
Property Address: N/A Salmon, Idaho 83467

1. Commitment Date: **July 26, 2021**

2. Policy or Policies to be issued:
   (a) ☐ ALTA® Owners Policy
   Proposed Insured: **Rohn R. Nelson and Lori A. Nelson**
   Proposed Policy Amount: **$245,000.00** Premium Amount: $[illegible]

   (b) ☐ ALTA® Extended Loan Policy
   Proposed Insured:
   Proposed Policy Amount: **$.00** Premium Amount: **$.00**
   Endorsements:

3. The estate or interest in the land described or referenced to in this commitment is fee simple

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:
   Ronald E. Byers, a single man

5. The Land is described as follows: **See Continued Schedule "A"**

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Authorized Signatory

Initial PRN LAN

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I—Requirements, Schedule B, Part II—Exceptions, and a countersignature by the Company or its issuing agent that may be in electronic form.

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Continued Schedule "A"

A parcel of land located in the SE 1/4 of Section 34, T. 21 N., R. 23 E. and the NE ¼, Section 3, T. 20 N., R. 23 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the S ¼ Corner of said Section 34 which is a 1 ½" aluminum cap from which the SE Corner of Section 34 which is a 5/8" rebar buried 14" below the surface of a cultivated field bears S 89°59'29" E, 2623.53 ft., the Basis Of Bearing of this description, run thence S 89°59'29" E along the southerly boundary of Section 34 a distance of 1311.77 ft. to the SE Corner of the SW ¼ SE ¼ of Section 34 which is a 5/8" rebar with a plastic cap, run thence N 00°37'11" W along the easterly boundary of said SW ¼ SE ¼ a distance of 1179.36 ft. to a 3 ¼" BLM aluminum cap which is the NE Corner of the SW ¼ SE ¼ of said Section 34, run thence S 61°00'44" W a distance of 480.67 ft. to a point on the southerly right-of-way of Wimpey Creek Road which is a 5/8" rebar with a plastic cap said point being the POINT OF BEGINNING;

Run thence S 00°48'44" W a distance of 811.82 ft. to a 5/8" rebar with a plastic cap;

Thence S 64°00'47" W a distance of 334.20 ft. to a 5/8" rebar with a plastic cap;

Thence S 48°03'25" W a distance of 155.80 ft. to a 5/8" rebar with a plastic cap;

Thence N 01°08'01" E a distance of 526.54 ft. to a point on said southerly right-of-way of Wimpey Creek Road which is a 1/2" rebar with a plastic cap;

Thence along said southerly right-of-way the following courses

279.37 ft. along a curve to the left having a radius of 374.90 ft. and a chord bearing N 26°49'18" E for 272.95 ft. to a 5/8" rebar with a plastic cap;

N 05°28'25" E a distance of 140.76 ft. to a 5/8" rebar with a plastic cap;

97.14 ft. along a curve to the right having a radius of 75.00 ft. and a chord bearing N 42°34'44" E for 90.49 ft. to a 5/8" rebar with a plastic cap;

N 79°41'03" E a distance of 53.53 ft. to a 5/8" rebar with a plastic cap;

185.26 ft. along a curve to the left having a radius of 375.00 ft. and a chord bearing N 65°31'53" E for 183.38 ft. to a 5/8" rebar with a plastic cap being the POINT OF BEGINNING.

Initial TRN LAN

First American Title

ALTA Commitment for Title Insurance

First American Title Insurance Company

Schedule BI & BII

Commitment No.: **5211**

SCHEDULE B - Part I

Requirements

The following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this commitment who will obtain an interest in the Land or who will make a loan to the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered and recorded in the Public Records.
5. Release(s) or Reconveyance(s) of item(s) #16
6. Other

1) Execution and recordation of a Warranty Deed from Ronald E. Byers to Rohn R. Nelson and Lori A. Nelson.

2) We require marital status of all parties.

7. You must give us the following information:
   a. Any off record leases, surveys, etc.
   b. Statement(s) of identity, all parties
   c. Other

Initial RRN LAN

FOR INFORMATIONAL PURPOSES:
Parcel No: RP20N23E030602A
2020 Property Taxes: $34.18

NOTE: In the event this transaction fails to close and this commitment is canceled, a fee will be charged to comply with the Idaho State Insurance Code.

Initial RRN LAN

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I—Requirements, Schedule B, Part II—Exceptions, and a countersignature by the Company or its issuing agent that may be in electronic form.

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First American Title™	ALTA Commitment for Title Insurance First American Title Insurance Company
Schedule BI & BII	

Commitment No.: 5211

SCHEDULE B - Part II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

PART I:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

2. Any facts, rights, interest, or claims which are not known by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances which are not shown by the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the public records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Initial RRN LAM

8. General taxes and assessments for the year 2020 are paid
General taxes and assessments for the year 2021 are an accruing lien.

9. Exceptions and/or reservations contained in the United States patent(s) to said land.

10. Right-of-way(s) or easement(s) of irrigation ditch(es).

11. The right, title and interest of the public in and to those portions of the above described premises falling within the bounds of roads, and or highways, ditches or canals [illegible] rights of the public, and subject to all easements and restrictions attendant and pertinent to said roads and or highways.

12. Power Line Easement granted to Idaho Power Company
Recorded: Aug. 09, 1940
Instrument No.: 54276

13. Right-of-Way for the private vehicular and utility access as evidenced within a Warranty Deed
Recorded: Dec. 01, 1980
Instrument No.: 155205

14. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded survey, corrections and amendments of said survey shown on Record of Survey recorded July 19, 2021, as Instrument No. 324917 [illegible] restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

15. A 60 foot wide easement for ingress and egress as evidenced within a Warranty Deed
Recorded: July 19, 2021
Instrument No.: 324918

16. Deed of Trust to secure an original indebtedness of $200,000.00, dated Sept. 19, 2012 and any other amounts and/or obligations secured thereby.
Recorded: Sept. 25, 2012
Instrument No.: 291494
Borrower: Ronald E. Byers, a single man
Trustee: First American Title Insurance Company of Idaho
Lender: [illegible]

Rerecorded: Oct. 11, 2012
Instrument No.: 291631

Initial RRN LAN

Lemhi County Property Information Access

Parcel ID Number: **RP20N23E030602A**

Owner Information	Legal Description
BYERS, RONALD F 1041 LEMHI RD SALMON ID 83467	Tax Code: 210000 Zip: 83467 T 21S6 S 20 23 & 34 21 23

Category Information

Category	Quantity	Unit	Value
2 - IRRGTD PASTURE	8.425	AC	6133

Property Information	Tax Information				
	Tax Year: **2016**	Tax Year: **2017**	Tax Year: **2018**	Tax Year: **2019**	Tax Year: **2020**
	Bill #: 8112	Bill #: 8102	Bill #: 8079	Bill #: 8066	Bill #: 8122
	Market: 7293 C.B.: 0.00 H.O.: 0 Special: 1.28 Tax: 43.10	Market: 6554 C.B.: 0.00 H.O.: 0 Special: 1.28 Tax: 36.52	Market: 6707 C.B.: 0.00 H.O.: 0 Special: 1.28 Tax: 36.16	Market: 6230 C.B.: 0.00 H.O.: 0 Special: 2.40 Tax: 34.18	Market: 6102 C.B.: 0.00 H.O.: 0 Special: 2.40 Tax: 34.18
0 No Property Information Found	**First Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 21.55 Cancelled: 0.00	**First Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 18.26 Cancelled: 0.00	**First Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 18.08 Cancelled: 0.00	**First Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 17.09 Cancelled: 0.00	**First Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 17.09 Cancelled: 0.00
	Second Half: Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 21.55 Cancelled: 0.00	**Second Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 18.26 Cancelled: 0.00	**Second Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 18.08 Cancelled: 0.00	**Second Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 17.09 Cancelled: 0.00	**Second Half:** Cost: 0.00 Interest: 0.00 Penalty: 0.00 Paid: 17.09 Cancelled: 0.00

Tax Payment History

Year/Type	Date	Half	Batch/Tran#	Tax	Penalty	Interest	Total	Remark	Payor	User	PUP
2016 Payment	12-[illegible]-2016	2	[illegible]	21.55	0.00	0.00	21.55	CK 1371=339.85	BYERS, RONALD L	VICKIE	
2016 Payment	05-08-2017	2	16505500 - 12	21.55	0.00	0.00	21.55	CK1415=339.85	BYERS, RONALD L	VICKIE	
2017	11-	1	1720110 - 81	18.26	0.00	0.00	18.26	CK1476 430.22	BYERS,	REB	

First American Title

Privacy Notice

Effective October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit https://www.firstam.com/privacy-policy/. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit https://www.firstam.com/privacy-policy/.

How Do We Collect Your Information? We collect your information: (1) directly from you, (2) automatically when you interact with us, and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent, (2) in a business transfer, (3) to service providers, and (4) for legal process and protection. To learn more about how we share your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

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First American Title

For California Residents

If you are a California resident, you may have certain rights under California law, including the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Rights of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in https://www.firstam.com/privacy-policy. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information," "How Do We Use Your Information," and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

Notice of Sale. We have not sold the personal information of California residents in the last 12 months.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in https://www.firstam.com/privacy-policy.

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RECORD OF SURVEY

RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT

CivilScience

ADDENDUM TO SALES AGREEMENT

The offer to purchase the real property commonly known as:

RP20N23E030602A, Salmon, ID 83467

Made by:
Rohn R. Nelson and Lori A. Nelson, Purchasers, and
Ronald E. Byers, Seller.

Dated: 8/3/21

The undersigned purchaser and seller agree to the following

The herein agreement upon its execution by both parties is herewith made an integral part of the above mentioned agreement of sale
All other terms and conditions of the original purchase and sell agreement not modified herein are still in full force and effect

8/03/2021
Date

Rohn R. Nelson
Rohn R. Nelson

Lori A. Nelson
Lori A. Nelson

8/3/21
Date

Ronald E. Byers
Ronald E. Byers

ADDENDUM TO SALES AGREEMENT

The offer to purchase the real property commonly known as:

RP20N23E030602A, Salmon, ID 83467

Made by:
Rohn R. Nelson and Lori A. Nelson, Purchasers; and
Ronald E. Byers, Seller.

Dated: _____

The undersigned purchaser and seller agree to the following:

The herein agreement upon its execution by both parties is herewith made an integral part of the above mentioned agreement of sale.
All other terms and conditions of the original purchase and sell agreement not modified herein are still in full force and effect.

_____
Date

Rohn R. Nelson _____
Rohn R. Nelson

Lori A. Nelson _____
Lori A. Nelson

_____
Date

_____
Ronald E. Byers



Inbox

From: David Greybill >
To: Rohn Nelson >
December 15, 2021 at 07:12

Water right inquiry

Hi Ron,

This email is a follow-up to our recent conversations regarding identifying water rights associated with your property near Wimpey CK. To be sure that I am looking at the correct property will you draw your property boundary on the attached map. The parcels are labeled by owner.

Thanks.

David Graybill
Water Distribution Section
Water District 170 Watermaster
Salmon Field Office
208-742-0658
https://idwr.idaho.gov/

IDAHO DEPARTMENT OF WATER RESOURCES

Exhibit 2.14

From: Graybill, David
Subject: Water right inquiry
Date: Dec 15, 2021 at 07:12:57
To: fullcurl@mtaonline.net

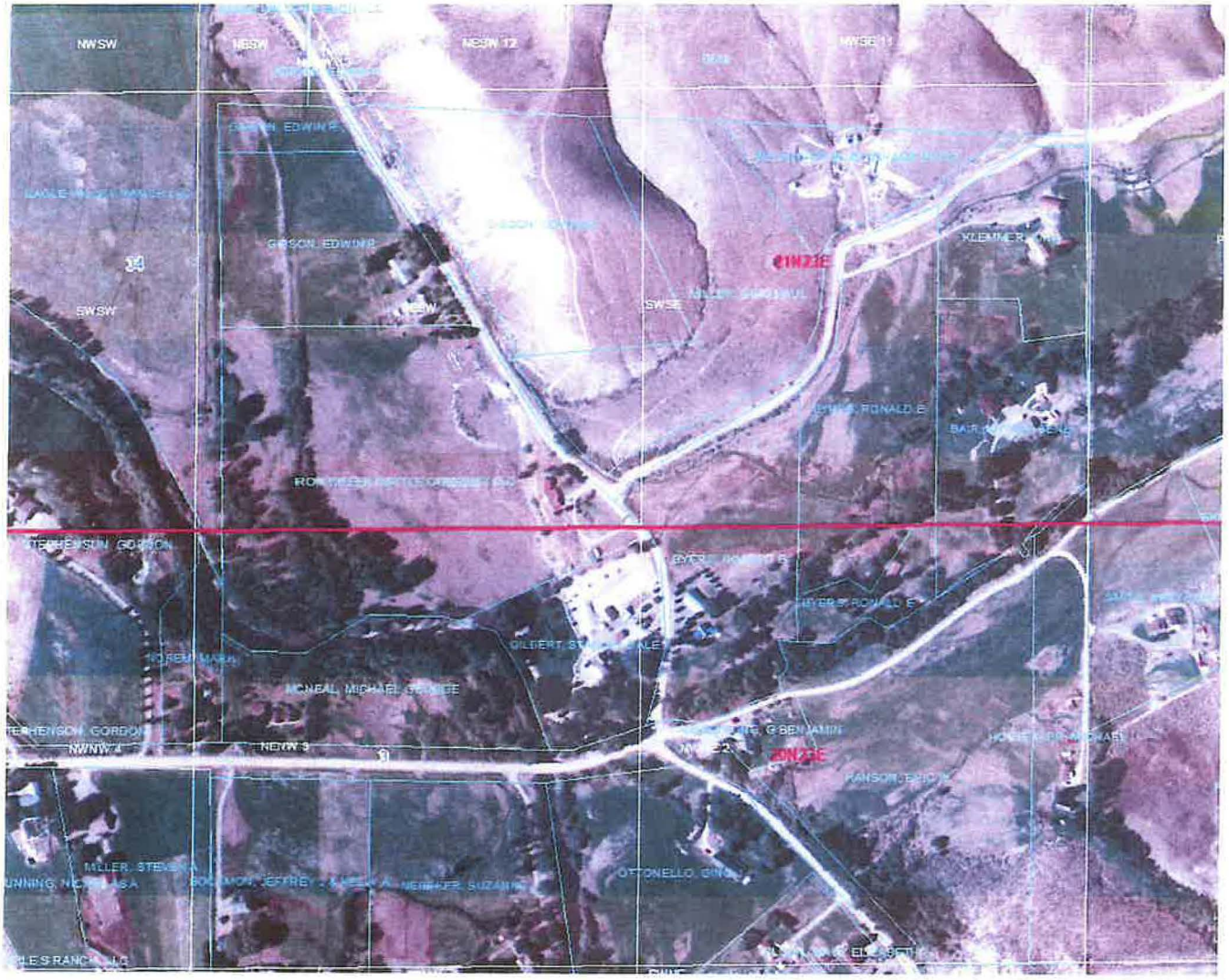
Hi Ron,

This email is a follow-up to our recent conversations regarding identifying water rights associated with your property near Wimpey CK. To be sure that I am l attached map. The parcels are labeled by owner.

Thanks,

David Graybill
Water Distribution Section
Water District 170 Watermaster
Salmon Field Office
208-742-0658
https://idwr.idaho.gov/

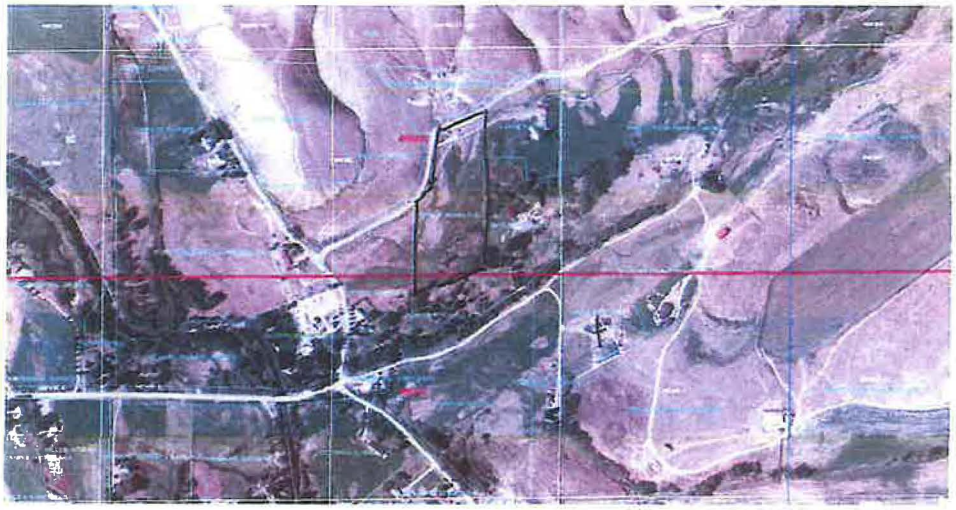
WATER RESOURCES



IDAHO DEPARTMENT OF
WATER RESOURCES

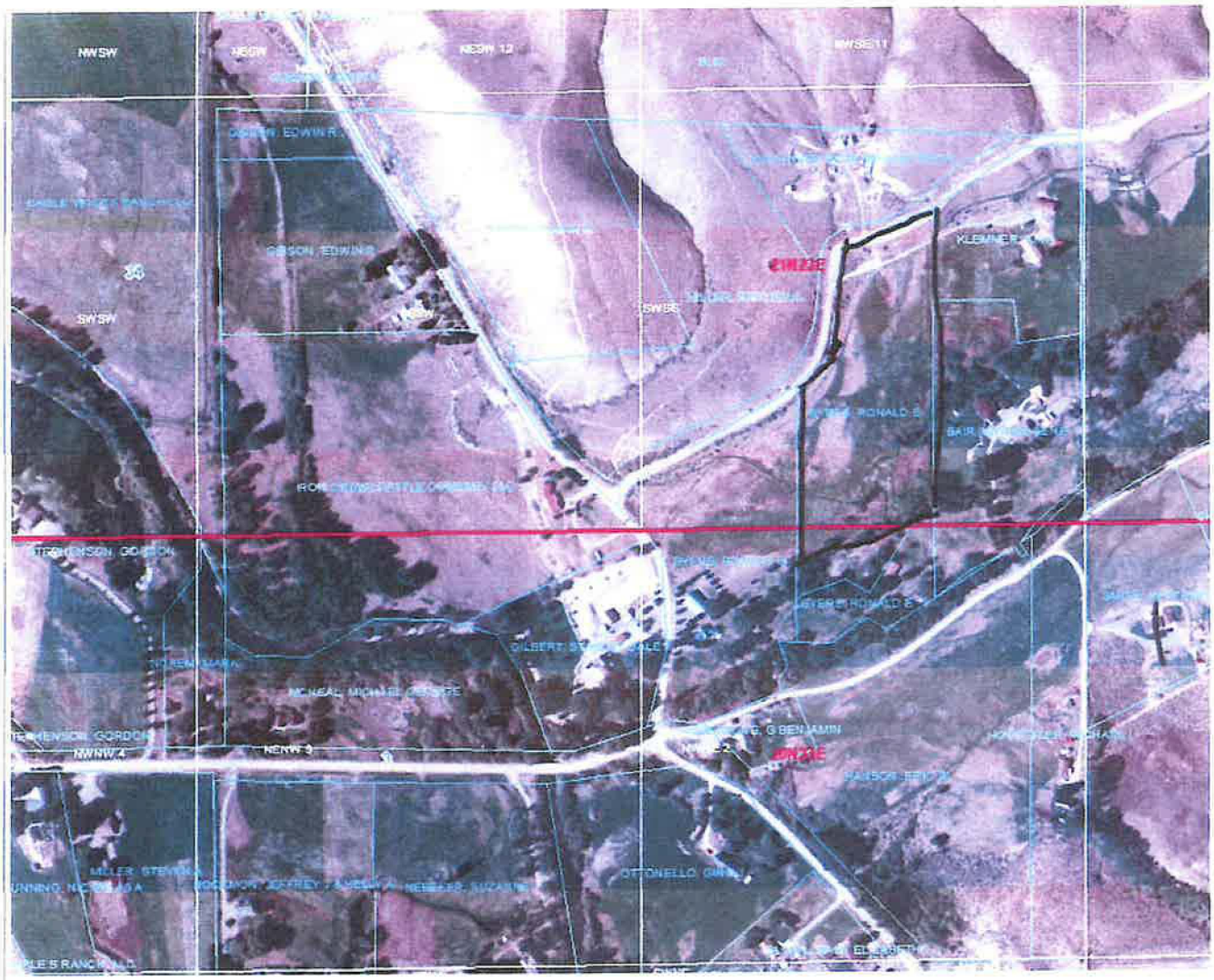
From: Rohn Nelson <fullcurl@mtaonline.net>
Sent: Wednesday, December 15, 2021 10:57 AM
To: Graybill, David <David.Graybill@idwr.idaho.gov>
Subject: Rohn Nelson Property Map.png

David, here is the boundary of the property I purchased from Ronald E. Byers.



Rohn Nelson
Open Buckle Auction Service
http://www.openbuckle.com
fullcurl@mtaonline.net
(907) 982-5551 – Rohn's Cell
(907) 982-3002 – Lori's Cell

Exhibit
2.15



Rohn Nelson
Open Buckle Auction Service
http://www.openbuckle.com
fullcuri@mtaonline.net
(907) 982-5551 – Rohn's Cell
(907) 982-3002 – Lori's Cell

Rohn & Lori Nelson

From: Graybill, David <David.Graybill@idwr.idaho.gov>
Sent: Wednesday, December 15, 2021 12:44 PM
To: Rohn Nelson
Subject: RE: Rohn Nelson Property Map.png

Hi Rohn,

I searched the department records and found 3 water rights that appear appurtenant to your property. Two of those property rights (74-2183A & 74-210B) occur entirely on your property and will require a change of ownership. The third water right (74-734D) occurs on your property and an adjacent property and will require a water right split.

Let me know if you need any additional help or information.

David Graybill
Water Distribution Section
Water District 170 Watermaster
Salmon Field Office
208-742-0658
https://idwr.idaho.gov/

WATER RESOURCES

From: Rohn Nelson <fullcurl@mtaonline.net>
Sent: Wednesday, December 15, 2021 10:57 AM
To: Graybill, David <David.Graybill@idwr.idaho.gov>
Subject: Rohn Nelson Property Map.png

Exhibit 2.16

MTA
Fwd: Rohn Nelson Property Map.png
Dec 15, 2021 at 12:56:04
John J. Nelson

Hmmmmm. I like the sound of this!!!

Rohn Nelson
Open Buckle Auction Service
http://www.openbuckle.com

Begin forwarded message:

From: "Graybill, David"
<David.Graybill@idwr.idaho.gov>
Date: December 15, 2021 at 12:44:01 AKST
To: Rohn Nelson <fullcurl@mtaonline.net>
Subject: RE: Rohn Nelson Property Map.png

Hi Rohn,

I searched the department records and found 3 water rights that appear appurtenant to your property. Two of those property rights (74-2183A & 74-210B) occur entirely on your property and will require a change of ownership. The third water right (74-734D) occurs on your property and an adjacent property and will require a water right split.

Let me know if you need any additional help or information.

David Graybill
Water Distribution Section
Water District 170 Watermaster
Salmon Field Office
208-742-0658
https://idwr.idaho.gov/

Form 42-248/42-1409(6) Rev. 7/21

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
74-2183A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
74-210B	Yes ☐	Yes ☐		Yes ☐	Yes ☐
74-734D	Yes ■	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Kirk Klemmer, Tina Klemmer, Ronald E. Byers
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Rohn R. Nelson, Lori A. Nelson
   New owner(s) as listed on the conveyance document Name connector ■ and ☐ or

   3800 East Ruth Drive (Mailing address) | Wasilla (City) | AK (State) | 99654 (Zip)

   (907) 982-5551 / (907) 982-3002 (Telephone) | fullcurl@mtaonline.net (Email)

4. If the water rights and/or adjudication claims were split, how did the division occur?
   - ■ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   - ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: September 1, 2021.

6. Do you own the land identified as the water right place of use? Yes ■ No ☐
   - o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   - ■ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - ■ *Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right* and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - ■ Filing fee (see instructions for further explanation):
     - o $25 per *undivided* water right.
     - o $100 per *split* water right.
     - o No fee is required for pending adjudication claims.
   - ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   - ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Rohn R. Nelson — Signature of new owner/claimant | Title, if applicable | 12/16/2021 Date
   Rohn R. Nelson — Print name

   Signature: Lori A. Nelson — Signature of new owner/claimant | Title, if applicable | 12/16/2021 Date
   Lori A. Nelson — Print name

For IDWR Office Use Only:

Receipted by_____ Date_____ Receipt No._____ Receipt Amt. _____

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Y ☐ N ☐

Name on W-9_____ Approved by_____ Processed by_____ Date _____

Exhibit 2.17

Instrument # 0000325583 # Pages: 3
LEMHI COUNTY, Idaho
Sep 01, 2021 09:59 AM Fee:$ 15.00
For: Lemhi Title Co
BRENDA ARMSTRONG, Recorder

Warranty Deed

For Value Received

Ronald E. Byers, a single man

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

Rohn R. Nelson and Lori A. Nelson, husband and wife

Whose current address is:

3800 East Ruth Drive
Wasilla, AK 99654

the grantee, the following described premises, to-wit:

See Exhibit A

Together with all water and water rights, ditch and ditch rights, mineral and mineral rights, and any grazing rights appurtenant thereto and/ or used in connection there with.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees that they are the owners in fee simple of said premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes, assessments, including irrigation and utility easements (if any) for the current year, which are not due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: September 1, 2021

Ronald E. Byers
Ronald E. Byers

STATE OF Idaho)
) ss
COUNTY OF Lemhi)

On this 1 day of September, 2021, before me, a notary public in and for said State, personally appeared **Ronald E. Byers** known to me or proved to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Angela Morton
Notary Public
Residing at: _____
Comm. Expires: _____

ANGELA MORTON
Notary Public - State of Idaho
Commission Number 20203462
My Commission Expires 09-08-2026

5211-21

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

INSTRUCTIONS FOR FILING A NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Idaho Code §§ 42-248 and 42-1409(6). All persons owning or claiming ownership of a water right or claim are required to provide notice to the Department of Water Resources (IDWR) of any change in ownership of any part of the water right or claim or of any change in the owner's mailing address within 120 days of the change. Forms to report ownership changes and/or to update an address are available on IDWR's website at www.idwr.idaho.gov/forms/water-rights.html. In addition, all new owners of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

A notice is required for changes in ownership from one individual to another, from an individual to a business entity (even if the business is owned by the individual), or from one business entity to another (even if both businesses are owned by the same individual). Adding or removing a name is considered an ownership change which requires the submission of evidence to support the change and the filing fee.

Separate brochures describing the adjudication of water rights and the ownership change notice requirement are available from IDWR. Please contact your nearest IDWR office if you would like more information or need help completing this form. A list of IDWR offices is on page 2 of these instructions, or you can call 1-800-451-4129. Water right information can be found on the IDWR's website using the Water Right and Adjudication Search.

Please note:

- Unlike licensed or decreed water rights, which are real property, water right permits, applications for new water rights, and applications to transfer existing water rights are considered the personal property of the permit holders/applicants. Permit holders and applicants must assign their interest in a permit and/or application to the new owner. Assignment forms are available on the IDWR's website at www.idwr.idaho.gov/forms/water-rights.html, or from any IDWR office. The fee for an Assignment of Permit is $25. There is no charge for an Assignment of Application for Permit or Application for Transfer.
- If you want to change or add a point of diversion, place of use, season of use, or purpose of use of a water right, you must file an Application for Transfer. The ownership of a water right can also be updated through the transfer process.
- The combined portions of a divided ("split") water right cannot exceed the total flow rate, volume, or period of use of the original right.
- IDWR has no jurisdiction concerning easements, rights-of-way, and zoning matters. The buyer and seller must make these provisions where necessary.
- Any action by IDWR updating the ownership of a water right in IDWR's records is not a determination of water right ownership. Water right ownership disputes arising from a notice of change in water right ownership must be resolved in a water rights adjudication or in an action to quiet title.

LINE INSTRUCTIONS:

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be divided ("split") to provide you your share of each right. Mark the box "Yes" if a division of the water right is required.

   If you receive water from a municipal provider, an irrigation district or other water delivery organization, and the water rights are held by the organization, please do not use this form to record a change. Please contact the water delivery organization to determine if any action is necessary.

   If you or the seller believes there are water rights for the property but you do not know the numbers, you may contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. Fill in the name of the current water right holder/claimant.

3. Fill in each name as listed on the conveyance document and complete the current contact information. For water rights, IDWR will update the ownership to the individual(s)/entities listed on the conveyance document. For active adjudication claims, IDWR will update the claimant information to match the conveyance document unless the new claimant provides good cause for the variance.

4. You may have acquired only a portion of the water right(s) held by the seller. If you did not acquire the entire water right/property, please check the appropriate box. Water rights are often conveyed as an appurtenance to the land where they are used, and the conveyance document for the land often does not have specific language regarding the water right. Please read your deed or other conveyance document carefully to be sure. When the conveyance document does not specifically address water rights, it will be assumed that the water rights are to be split proportionate to the amount of land acquired.

5. Indicate the date the water rights and/or adjudication claims were conveyed to you. This may be the date of closing in the case of a real estate transaction, the date a contract was signed, or the date of a court order.

6. If you own the land identified as the water right place of use, mark the box "Yes". If you do not own the land identified as the water right place of use, mark the box "No". If you are filing a change in water right ownership and you do not own the land identified as the place of use for the water right, Idaho Code § 42-248(6) requires you to provide written notice of the change in water ownership to the landowner of record, as identified in the records of the county recorder. If you have provided the required written notice, attach evidence that you have done so. IDWR will return your Notice of Change in Water Right Ownership if you are required to provide written notice to the water right place of use landowner and no evidence is submitted.

7. **REQUIRED ITEMS:**

IDWR cannot process this change without **documentation of ownership**. The documentation may be in the form of a deed, court decree or other conveyance document. If you are submitting a quitclaim deed and the grantor's name does not match the water right holder of record, you will need to provide a chain of title that goes back to the water right holder/claimant of record. You may obtain this information from the assessor's office in the county where the property is located. Items that are **not** conveyance documents are deeds of trust, mortgages, purchase and sales agreements, and property tax notices.

Submit a **plat map, survey map, or aerial photograph** of the place of use for each water right or claim listed in item #1 (if necessary to clarify division of water rights or complex property descriptions). If your right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent aerial photograph with the irrigated acres outlined and point(s) of diversion clearly marked. You also have the option of printing a map using the map tool on IDWR's website. It is not necessary to obtain a new survey for purposes of this form before contacting IDWR.

The Idaho Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication or the Northern Idaho Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the **filing fee** is $25 per water right, except for those water rights that will be divided as a result of the change in ownership. The filing fee for division of a water right is $100 per water right.

If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. If you are unsure about the status of your water right in the Water Supply Bank, go to the Water Supply Bank Lease Search, input your water right number, and click "Search.". Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Each of the owners must sign the Lessor Designation form. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s). If your water right is in the Water Supply Bank and you want to release it so you can use it, complete and submit the Request to Release form. Your water right may not be available for immediate release if rented by another water user.

8. One of the new owner(s) must sign the form in the space(s) provided. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.

When you have completed the Notice of Change in Water Right Ownership, retain a copy and **file the original form, necessary attachments, and filing fee with the IDWR office nearest you. Ownership changes for water rights leased to the Water Supply Bank should be sent to the State Office.**

IDWR Northern Region
7600 N Mineral Dr, Ste 100
Coeur d'Alene, ID 83815-7763
(208) 762-2800

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR State Office
322 E Front St, Ste 648
PO Box 83720
Boise, ID 83720-0098
(208) 287-4800

IDWR Eastern Region
900 N Skyline Dr, Ste A
Idaho Falls, ID 83402-1718
(208) 525-7161

IDWR Southern Region
650 Addison Ave W, Ste 500
Twin Falls, ID 83301-5858
(208) 736-3033

Exhibit "A"

CivilScience
Engineers Surveyors Solutions
376 Falls Avenue
Twin Falls, ID 83301
208-737-0007

Parcel "A"

A parcel of land located in the SE 1/4 of Section 34, T. 21 N., R. 23 E. and the NE ¼, Section 3, T. 20 N., R. 23 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:

Commencing at the S ¼ Corner of said Section 34 which is a 1 ½" aluminum cap from which the SE Corner of Section 34 which is a 5/8" rebar buried 14" below the surface of a cultivated field bears S 89°59'29" E, 2623.55 ft., the Basis Of Bearing of this description, run thence S 89°59'29" E along the southerly boundary of Section 34 a distance of 1311.77 ft. to the SE Corner of the SW ¼ SE ¼ of Section 34 which is a 5/8" rebar with a plastic cap, run thence N 00°37'11" W along the easterly boundary of said SW ¼ SE ¼ a distance of 1179.36 ft. to a 3 ¼" BLM aluminum cap which is the NE Corner of the SW ¼ SE ¼ of said Section 34, run thence S 61°00'44" W a distance of 480.67 ft. to a point on the southerly right-of-way of Wimpey Creek Road which is a 5/8" rebar with a plastic cap said point being the POINT OF BEGINNING;

Run thence S 00°48'44" W a distance of 811.82 ft. to a 5/8" rebar with a plastic cap;

Thence S 64°00'47" W a distance of 334.20 ft. to a 5/8" rebar with a plastic cap;

Thence S 48°03'25" W a distance of 155.80 ft. to a 5/8" rebar with a plastic cap;

Thence N 01°08'01" E a distance of 526.54 ft. to a point on said southerly right-of-way of Wimpey Creek Road which is a 1/2" rebar with a plastic cap;

Thence along said southerly right-of-way the following courses:

279.37 ft. along a curve to the left having a radius of 374.90 ft. and a chord bearing N 26°49'18" E for 272.95 ft. to a 5/8" rebar with a plastic cap;

N 05°28'25" E a distance of 140.76 ft. to a 5/8" rebar with a plastic cap;

97.14 ft. along a curve to the right having a radius of 75.00 ft. and a chord bearing N 42°34'44" E for 90.49 ft. to a 5/8" rebar with a plastic cap;

N 79°41'03" E a distance of 53.53 ft. to a 5/8" rebar with a plastic cap;

185.26 ft. along a curve to the left having a radius of 375.00 ft. and a chord bearing N 65°31'53" E for 183.38 ft. to a 5/8" rebar with a plastic cap being the POINT OF BEGINNING.

PARCEL "A" CONTAINS 6.94 ACRES

Instrument # 0000325583

CivilScience
Engineers Surveyors Solutions
376 Falls Avenue
Twin Falls, ID 83301
208-737-0007

Subject to: A 60.00 ft. wide easement for ingress and egress more particularly described as follows:

Commencing at the S ¼ Corner of said Section 34 which is a 1 ½" aluminum cap from which the SE Corner of Section 34 which is a 5/8" rebar buried 14" below the surface of a cultivated field bears S 89°59'29" E, 2623.55 ft., the Basis Of Bearing of this description, run thence S 89°59'29" E along the southerly boundary of Section 34 a distance of 1311.77 ft. to the SE Corner of the SW ¼ SE ¼ of Section 34 which is a 5/8" rebar with a plastic cap, run thence N 00°37'11" W along the easterly boundary of said SW ¼ SE ¼ a distance of 1179.36 ft. to a 3 ½" BLM aluminum cap which is the NE Corner of the SW ¼ SE ¼ of said Section 34, run thence S 61°00'44" W a distance of 480.67 ft. to a point on the southerly right-of-way of Wimpey Creek Road which is a 5/8" rebar with a plastic cap, run thence S 00°48'44" W a distance of 60.40 ft. to a point on the centerline of an existing gravel driveway said point being the POINT OF BEGINNING;

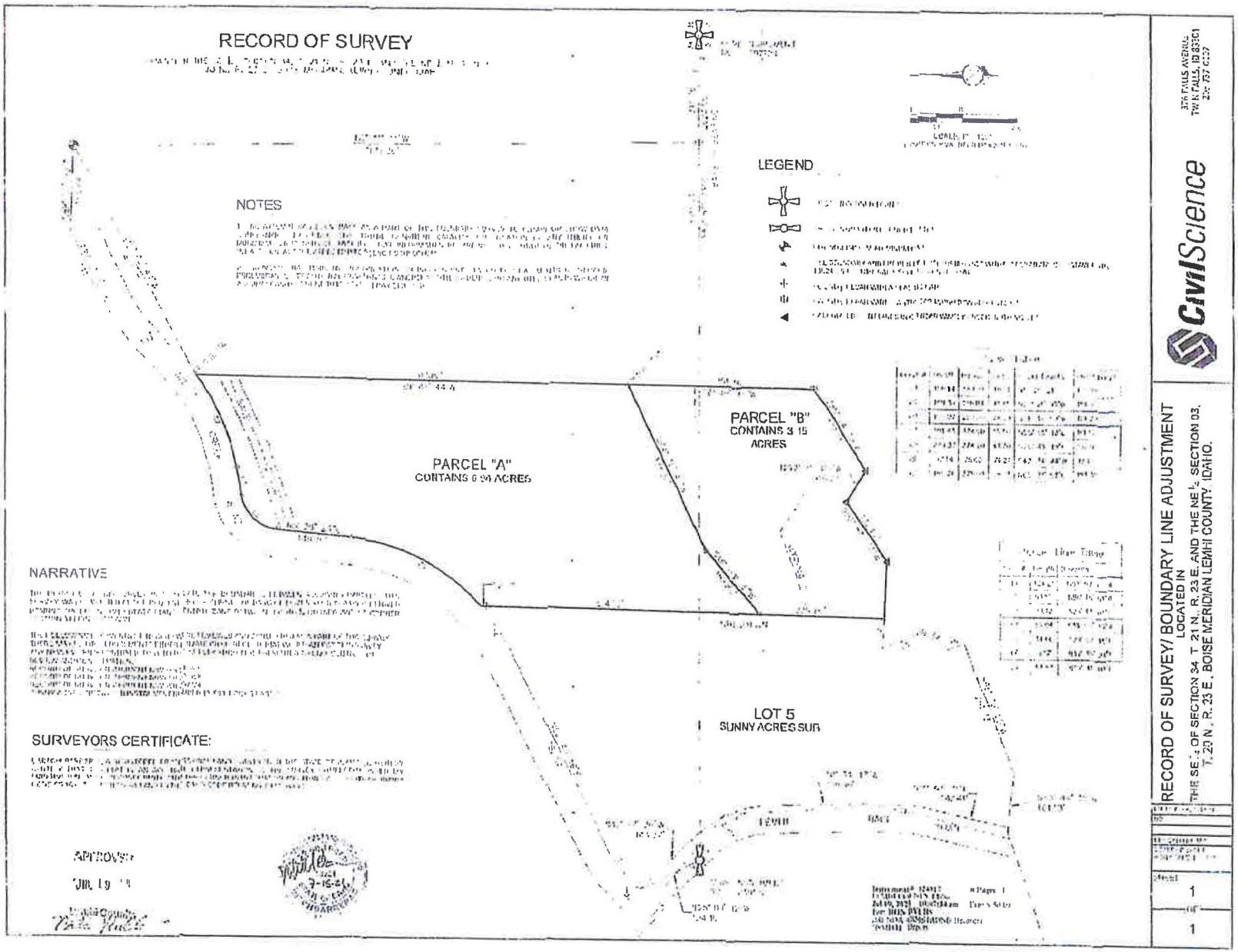
Run thence along said centerline the following courses:

S 64°24'25" W a distance of 146.83 ft.;

S 70°26'42" W a distance of 159.09 ft. to the POINT OF TERMINUS.

PROFESSIONAL LAND SURVEYOR
REGISTERED
13024
7-16-21
STATE OF IDAHO
MITCH BARRERAS

RECORD OF SURVEY



CivilScience

375 FALLS AVENUE
TWIN FALLS, ID 83301
208.737.0229

RECORD OF SURVEY/ BOUNDARY LINE ADJUSTMENT
LOCATED IN
THE SE¼ OF SECTION 34, T. 21 N., R. 23 E. AND THE NE¼ SECTION 03, T. 20 N., R. 23 E., BOISE MERIDIAN LEMHI COUNTY, IDAHO.

SHEET 1 OF 1

Book 13 Pg 84

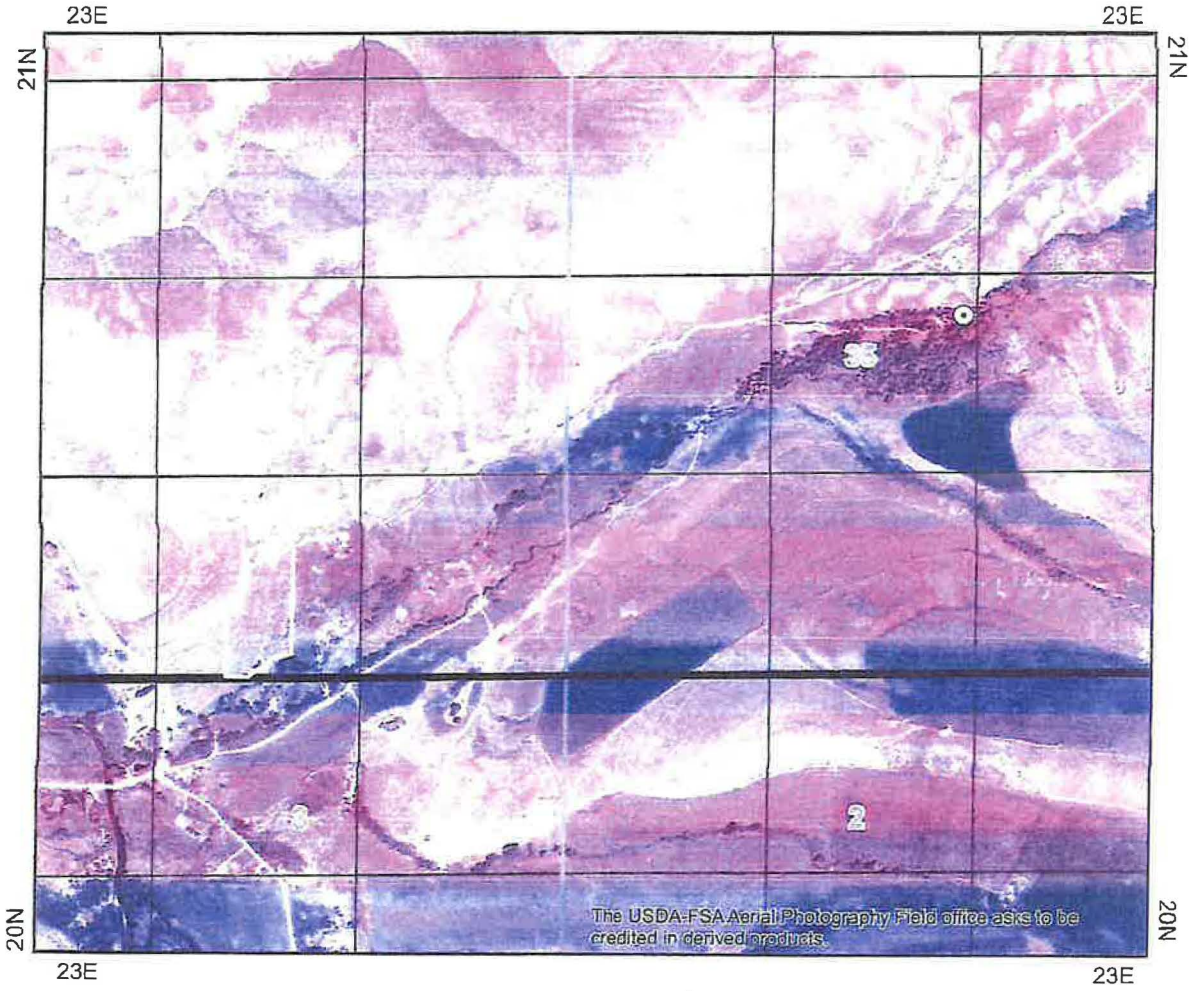
State of Idaho
Department of Water Resources

Water Right

74-2183A

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



⊙ Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.125 0.25 0.5 Miles

N

Map produced on December 16, 2021

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

12/16/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 74-2183A

Owner Type	Name and Address
Current Owner	KIRK KLEMMER
Current Owner	TINA KLEMMER
	19 WIMPEY CREEK RD
	SALMON, ID 83467-5203
	2087562431
Original Owner	CHARLOTTE KORNELL
Original Owner	WILLIAM KORNELL
	PO BOX 521
	SALMON, ID 83467

Priority Date: 10/18/1921

Basis: Decreed

Status: Active

Source	Tributary
WIMPEY CREEK	LEMHI RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	0.05 CFS	
Total Diversion			0.05 CFS	

Location of Point(s) of Diversion:

WIMPEY CREEK	NESW	Sec. 35	Township 21N	Range 23E	LEMHI County

Place(s) of use:

Place of Use Legal Description: IRRIGATION LEMHI County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
21N	23E	34		SWSE	5									

Total Acres: 5

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Dates:

Licensed Date:

Decreed Date: 07/09/2007

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: 74

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 5

Combined Volume Limit:

Combined Rate Limit:

Civil Case Number:

Old Case Number:

Decree Plantiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

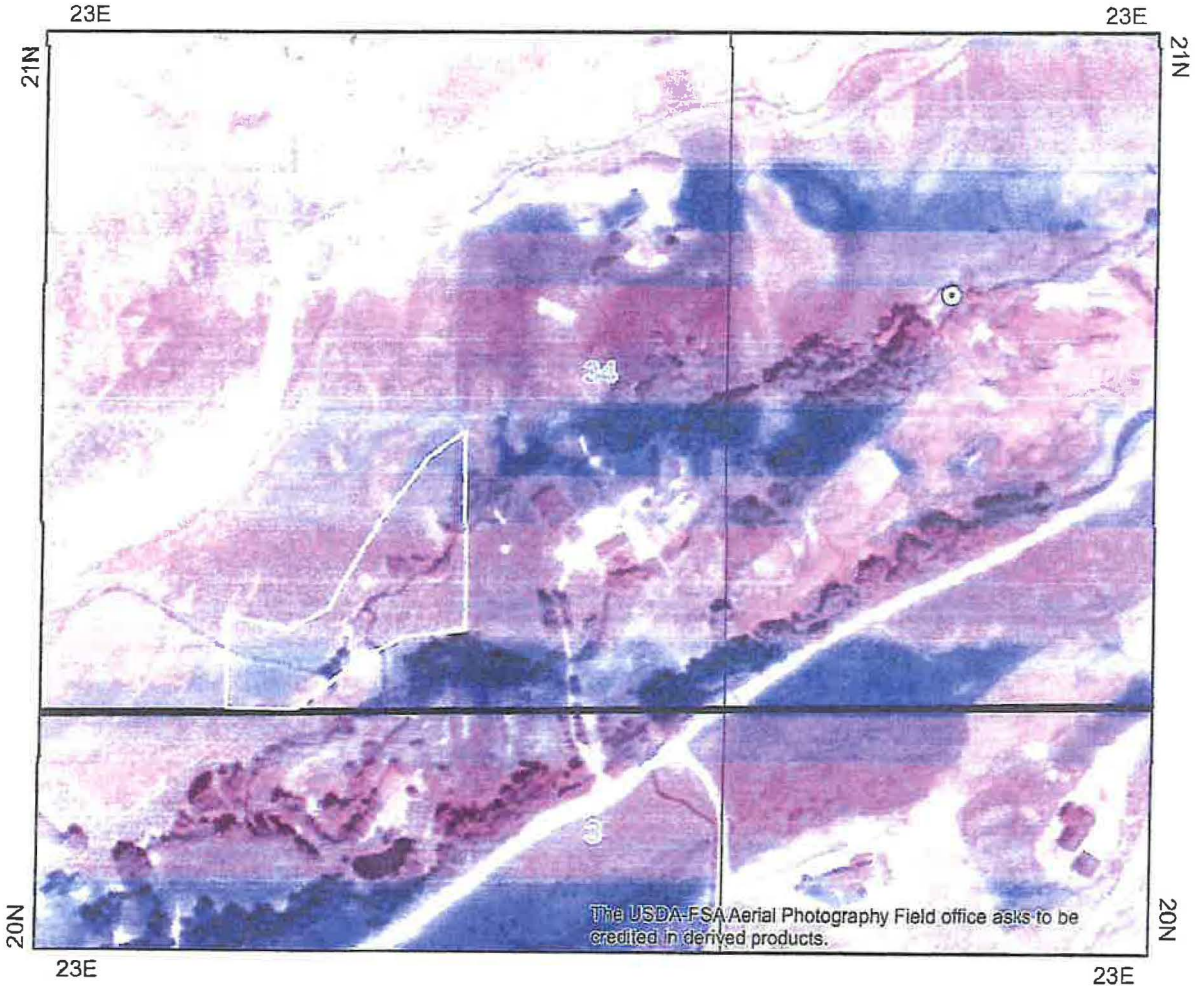
.tigation Plan: False

State of Idaho
Department of Water Resources

Water Right
74-210B

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



⊙ Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.035 0.07 0.14 Miles

N

Map produced on December 16, 2021

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

12/16/2021

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 74-210B

Owner Type	Name and Address
Current Owner	KIRK KLEMMER
Current Owner	TINA KLEMMER
	19 WIMPEY CREEK RD
	SALMON, ID 83467-5203
	2087562431
Original Owner	CHARLOTTE KORNELL
Original Owner	WILLIAM KORNELL
	PO BOX 521
	SALMON, ID 83467

Priority Date: 05/01/1891

Basis: Decreed

Status: Active

Source	Tributary
WIMPEY CREEK	LEMHI RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	0.05 CFS	
Total Diversion			0.05 CFS	

Location of Point(s) of Diversion:

WIMPEY CREEK	SESE	Sec. 34	Township 21N	Range 23E	LEMHI County

Place(s) of use:

Place of Use Legal Description: IRRIGATION LEMHI County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
21N	23E	34		SWSE	2									

tal Acres: 2

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Dates:

Licensed Date:

Decreed Date: 07/09/2007

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: 74

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Combined Acres Limit: 5

Combined Volume Limit:

Combined Rate Limit:

Civil Case Number:

Old Case Number:

Decree Plantiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

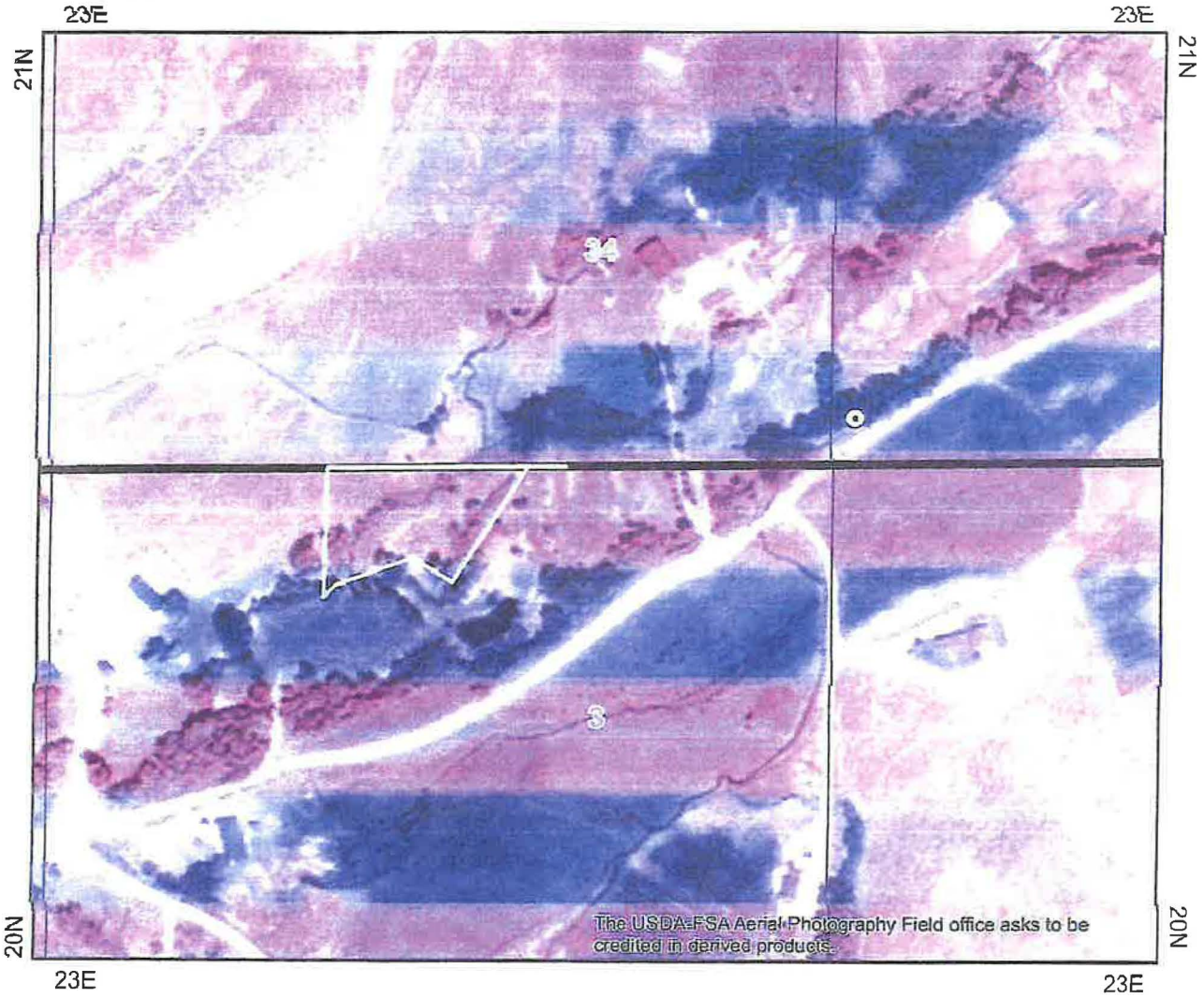
.tigation Plan: False

State of Idaho
Department of Water Resources

Water Right
74-734D

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



⊙ Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.035 0.07 0.14 Miles

N

Map produced on December 15, 2021

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

12/15/2021
IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report
WATER RIGHT NO. 74-734D

Owner Type	Name and Address
Current Owner	RONALD E BYERS 1044 LEMHI RD SALMON, ID 83467-5148 2083030315
Original Owner	CHARLOTTE KORNELL
Original Owner	WILLIAM KORNELL PO BOX 521 SALMON, ID 83467
Original Owner	KEN DEARDEN
Original Owner	LAJEAN DEARDEN RT 1 BOX 27-B SALMON, ID 83467 2087562953
Original Owner	DENNIS P SELPH
Original Owner	SANDRA A SELPH RT 1 BOX 27B SALMON, ID 83467 2087564963

Priority Date: 04/01/1912
Basis: Decreed
Status: Active

Source	Tributary
WIMPEY CREEK	LEMHI RIVER

Beneficial Use	From	To	Diversion Rate	Volume

IRRIGATION	03/15	11/15	0.02 CFS
Total Diversion			0.02 CFS

cation of Point(s) of Diversion:

WIMPEY CREEK | SESE | Sec. 34 | Township 21N | Range 23E | LEMHI County

Place(s) of use:

Place of Use Legal Description: IRRIGATION LEMHI County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
20N	23E	3	2	NWNE	1.2									

Total Acres: 1.2

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Dates:

censed Date:

Decreed Date: 07/09/2007

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 74

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

ecree Plantiff:

Decree Defendant:

Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
)E Act Number:
Cary Act Number:
Mitigation Plan: False

LORI NELSON
ROHN R. NELSON
3800 E RUTH DR
WASILLA, AK 99654

3944
89-7206/3252

12-17-2021
Date

CHECK ARMOR

Pay to the Order of IDOR State Office $ 150 00/100

One hundred fifty, and no/100 — Dollars

Photo Safe Deposit Guarantee

CREDIT UNION 1
(907) 339-9485
(800) 478-2222
www.cu1.org

For Water Rights

Lori Nelson

⑆325272063⑆60 80202215 ⑈3944

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little
Director Gary Spackman

January 7, 2022

ROHN R NELSON
LORI A NELSON
3800 E RUTH DR
WASILLA AK 99654-7537

Re: Change in Water Right Ownership: 74-210B, 74-2183A, and
74-734D (Split into 74-734D and ***74-16256***)

Dear Water Right Holders:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water rights to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water rights has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4920 or debbi.judd@idwr.idaho.gov.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures

c: RONALD E BYERS
WATER DISTRICT 74 – *via email*

Exhibit
2.18

IDAHO DEPARTMENT OF WATER RESOURCES 1/6/2022

Proof Report

Water Right 74-210B

Owner Type	**Name and Address**
Current Owner	ROHN R NELSON 3800 E RUTH DR WASILLA, AK 99654-7537 (907) 982-5551
Current Owner	LORI A NELSON 3800 E RUTH DR WASILLA, AK 99654-7537 (907) 982-5551

Priority Date: 5/1/1891
Basis: Decreed
Status: Active

Source	**Tributary**
WIMPEY CREEK	LEMHI RIVER

Beneficial Use	**From**	**To**	**Diversion Rate**	**Volume**
IRRIGATION	03/15	11/15	0.050 CFS	
	Total Diversion		0.050 CFS	

Source and Point(s) of Diversion

WIMPEY CREEK	SESE	Sec. 34, Twp 21N, Rge 23E, LEMHI County

Place Of Use

IRRIGATION within LEMHI County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
21N	23E	34															2.0		2.0

POU Total Acres: 2.0

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Dates and Other Information

Decreed Date: 7/9/2007
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND
Water District Number: 74
Mitigation Plan: False

Combined Use Limits

Rate	Volume	Acres
		5.0

74-210B ,74-2183A

SubCase:
N/A

Water Supply Bank:
N/A

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

Water Right 74-2183A

Owner Type	Name and Address
Current Owner	ROHN R NELSON 3800 E RUTH DR WASILLA, AK 99654-7537 (907) 982-5551
Current Owner	LORI A NELSON 3800 E RUTH DR WASILLA, AK 99654-7537 (907) 982-5551

Priority Date: 10/18/1921
Basis: Decreed
Status: Active

Source	Tributary
WIMPEY CREEK	LEMHI RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	0.050 CFS	
	Total Diversion		0.050 CFS	

Source and Point(s) of Diversion

WIMPEY CREEK	NESW	Sec. 35, Twp 21N, Rge 23E, LEMHI County

Place Of Use

IRRIGATION within LEMHI County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
21N	23E	34															5.0		5.0

POU Total Acres: 5.0

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Dates and Other Information

Decreed Date: 7/9/2007
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND
Water District Number: 74
Mitigation Plan: False

Combined Use Limits

Rate	Volume	Acres
		5.0

74-210B ,74-2183A

SubCase:
N/A

Water Supply Bank:
N/A

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

Water Right 74-16256

Owner Type	Name and Address
Current Owner	ROHN R NELSON 3800 E RUTH DR WASILLA, AK 99654-7537 (907) 982-5551
Current Owner	LORI A NELSON 3800 E RUTH DR WASILLA, AK 99654-7537 (907) 982-5551

Priority Date: 4/1/1912
Basis: Decreed
Status: Active DRAFT

Source	Tributary
WIMPEY CREEK	LEMHI RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	0.010 CFS	
	Total Diversion		0.010 CFS	

Source and Point(s) of Diversion

WIMPEY CREEK SESE Sec. 34, Twp 21N, Rge 23E, LEMHI County

Place Of Use

IRRIGATION within LEMHI County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
20N	23E	3		0.2 L2															0.2

POU Total Acres: 0.2

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. The actual diversion rate is 0.003 cfs.

Comments:

1. djudd 1/6/2022 Split Right
This right is the result of split from 74-734D due to change in ownership.

2. djudd 1/6/2022 POU

Updated Shape

Dates and Other Information
Decreed Date: 7/9/2007
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND
Water District Number: 74
Mitigation Plan: False

Combined Use Limits
N/A

SubCase:
N/A

Water Supply Bank:
N/A

Idaho Department of Water Resources Receipt

Receipt ID: C111584

Payment Amount	$150.00	Date Received	12/22/2021	Region	STATE
Payment Type	Check	Check Number	3944		
Payer	NELSON, LORI				
Comments	CHANGE OF OWNERSHIP FOR WR # 74-2183A, 74-210B, 74-734D (SPLIT) FOR: ROHN R. NELSON, LORI A NELSEN				

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
$150.00	OWNERSHIP CHANGES/SECURITY INTERESTS	56140	0229	21		1155

Signature Line (Department Representative)

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

March 31, 2022

ROHN R NELSON
LORI A NELSON
3800 E RUTH DR
WASILLA AK 99654-7537

Re: Change in Water Right Ownership: 74-210B and 74-2183A

Dear Water Right Holders:

On December 22, 2021, the Department of Water Resources (Department) received a request for a change in ownership for water rights 74-210B and 74-2183A. An acknowledgement letter confirming the change was sent to you on January 7, 2022. The change was based on the legal description of the property on the warranty deed and the water right shapes in the database. After further review, it appears that the water right shapes may not have been updated to the correct property appurtenant to the water rights and ownership of the water rights has been reversed. A refund of $50 has been requested and will arrive under separate cover from the State Controller's Office.

These water rights were decreed in the Snake River Basin Adjudication (SRBA) by the court to Kirk and Tina Klemmer. You may resubmit a request for a change in ownership if you can provide a chain of title from Kirk and Tina Klemmer to you.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4920 or debbi.judd@idwr.idaho.gov.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures

c: WATER DISTRICT 74 – *via email*

Exhibit
2.19

Rohn & Lori Nelson

From: Adamson, Jared <Jared.Adamson@idwr.idaho.gov>
Sent: Tuesday, April 05, 2022 2:22 PM
To: fullcurl@mtaonline.net
Subject: Claim file and supporting documents for Water Right 74-2183A
Attachments: Claim File_74-2183A Klemmer.pdf; Reversal of Ownership Change_Letter to IDWR from Klemmer.pdf

Rohn Nelson,

Please find the documents attached to the email. In the document tiled, Claim File_74-2183A Klemmer, you will find the adjudication claim report. This is what would have been used to determine the place and purpose of use for the water right by the Adjudication Court. This report is also what would have been used by Debbie Judd to make the determination that Klemmer has always owned the water right from the time the adjudication claim was made, which supports Klemmers claim in his letter to IDWR. The second attachment will have the letter from Klemmer to IDWR stating that the water right ownership was changed in error.

Let me know if you have any other questions.

Respectfully,

Jared Adamson | Water Resource Agent, Sr
Idaho Department of Water Resources
900 N Skyline Drive Suite A, Idaho Falls, ID 83402 | (208) 525-7161

Exhibit 2.20

03/19/2004

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 74-2183A

NAME AND ADDRESS: KIRK KLEMMER
PO BOX 122
SALMON ID 83467

TINA KLEMMER
PO BOX 122
SALMON ID 83467

SOURCE: WIMPEY CREEK TRIBUTARY: LEMHI RIVER

QUANTITY: 0.050 CFS

PRIORITY DATE: 10/18/1921

POINT OF DIVERSION:

T21N R23E S35 NESW Within LEMHI County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03/15 11/15	0.050 CFS

PLACE OF USE: IRRIGATION Within LEMHI County

T21N R23E S34 SWSE 5.0

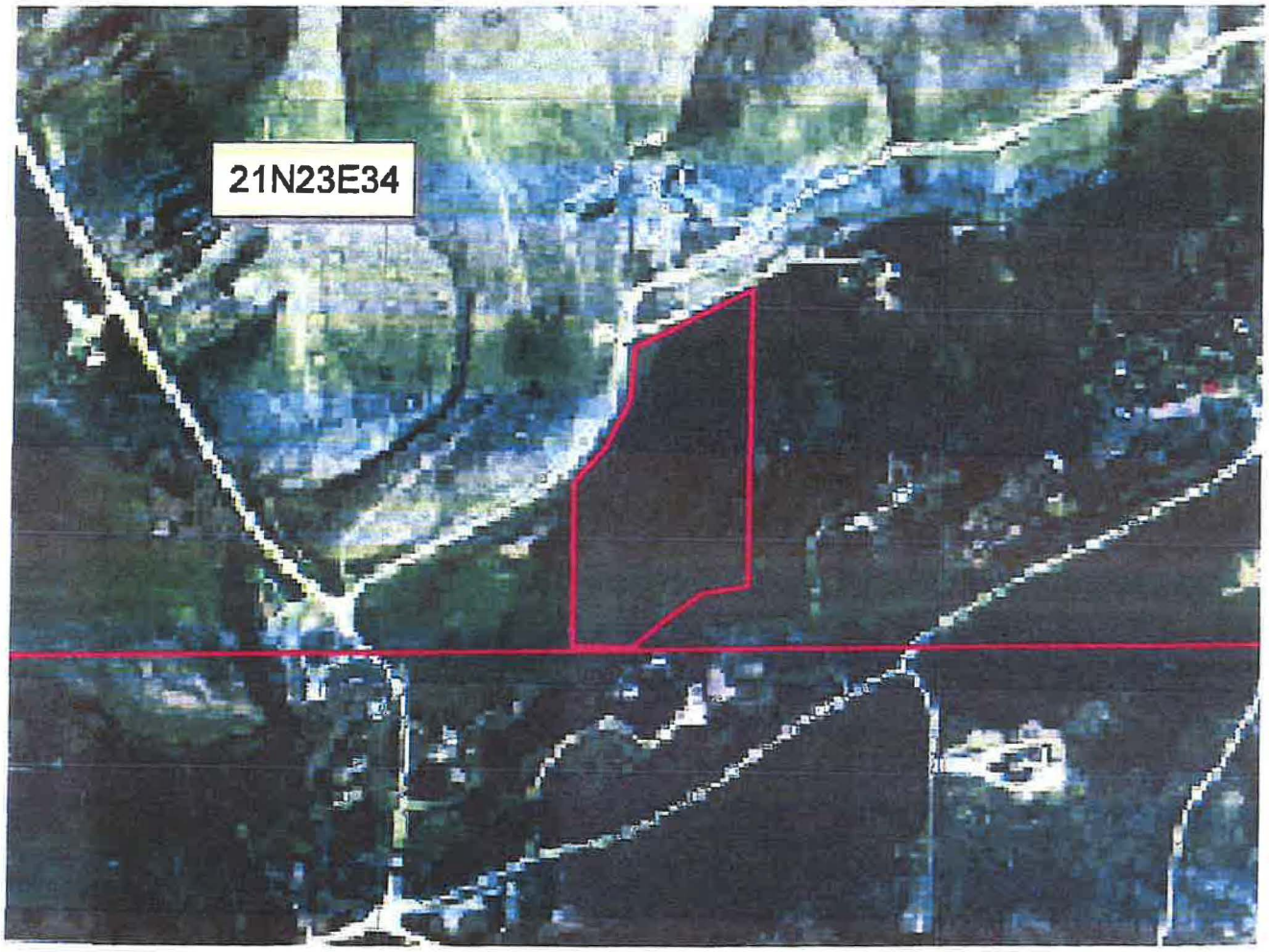
5 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: Decreed

Idaho Dept. of Water Resources
Water Right No. 74-02183A
Kirk and Tine Klemmer



0.1 0 0.1 0.2 Miles

74-02183A

N

GIS Presentation
Prepared by R. Brown
March 19, 2004
1993/94 Aerial Photography

Split/Overlap Analysis – Water Right No. 74-[illegible]

					Water Right Number				
Twp	Rng	Sec	Q-Q	Lot	[illegible]		B	C	
21N	[illegible]	34	SESW		17.2		8.0	9.0	
			SWSE		20.4	5.0			
					37.6	5.0	8.0	9.0	

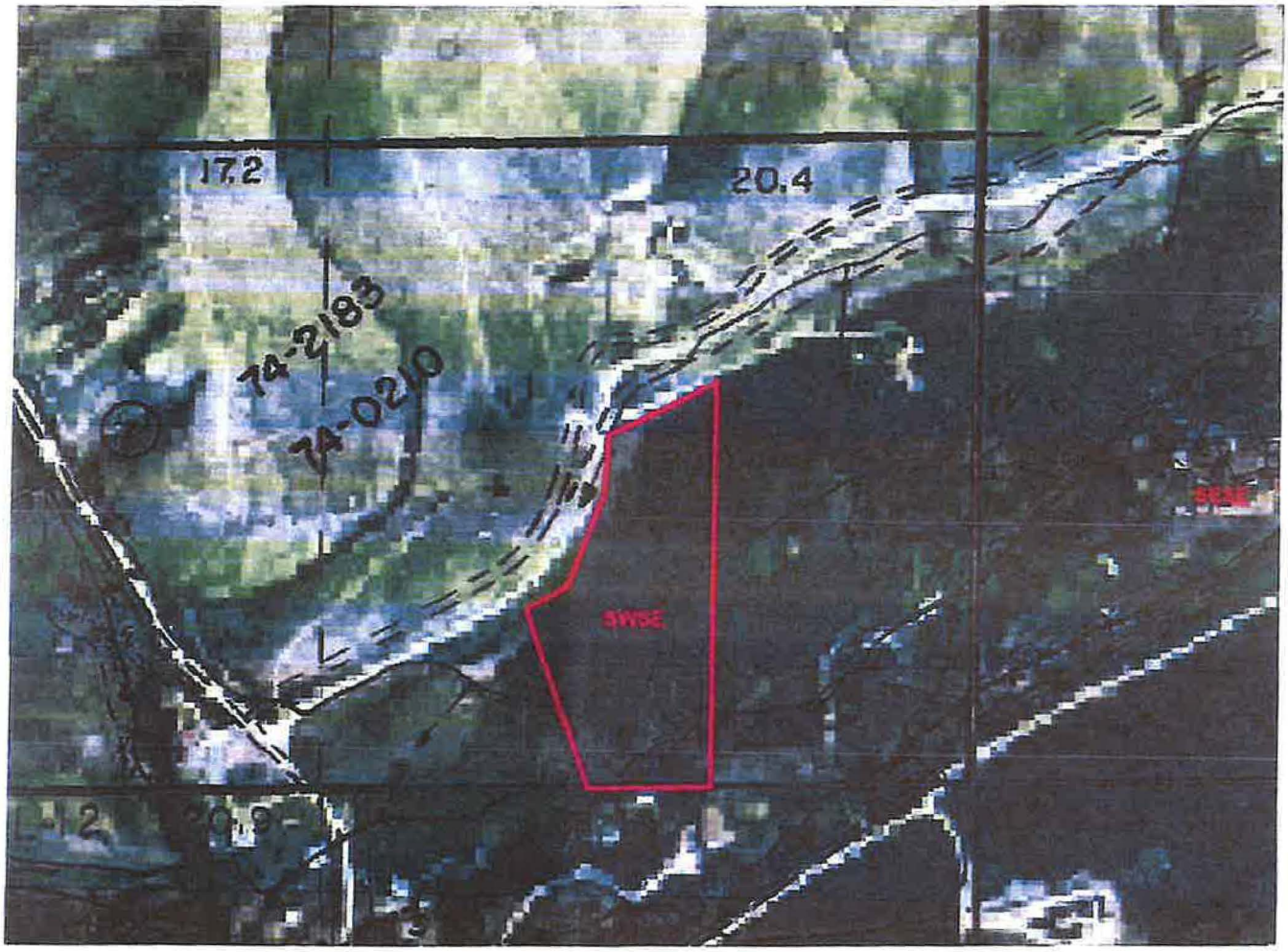
Right No.	Rate of Diversion	Irrigated acres	Rec. Diversion (cfs)
74-AIA3	0.40	[illegible]	
A		5.0	0.05
B		8.0	0.09
C		9.0	0.10

Prepared by Roxanne Brown 3/18/2004

Idaho Department of Water Resources

A74-02183A

74-210 B



1000 0 1000 Feet

T21N, R23E, S34

N
W E
S

Exact Duplicate
See 210 Survey

Prepared by Anita Warntjes
December 19, 2002
1993/94 True Color Aerial Photo

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 74-2183A

WATER RIGHT NUMBER: 74-2183A

Owner Type	Name and Address
Original Owner	CHARLOTTE KORNELL PO BOX 521 SALMON, ID 83467
Original Owner	WILLIAM KORNELL PO BOX 521 SALMON, ID 83467
Current Owner	KIRK KLEMMER PO BOX 122 SALMON, ID 83467 (208)756-2431
Current Owner	TINA KLEMMER PO BOX 122 SALMON, ID 83467 (208)756-2431

Priority Date: 10/18/1921

Basis: Decreed

Status: Active

Source	Tributary
WIMPEY CREEK	LEMHI RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	3/15 to 11/15	0.060 CFS	
	Total Diversion:	0.060 CFS	

Location of Point(s) of Diversion

WIMPEY CREEK NE1/4SW1/4 Sec. 35, Twp 21N, Rge 23E, B.M.

LEMHI County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
21N	23E	34															5.0		5.0

Total Acres: 5

Conditions of Approval:

Remarks:

1. General THIS CLAIM REPRESENTS A PORTION OF DECREED RIGHT 74-02183 CLAIMING 5 ACRES AND 0.06 CFS.

Supplemental to 210 B

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 74-2183A

Dates and Other Information:

Claim Received Date: 4/26/1990
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector: AND
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

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

IN RE THE GENERAL ADJUDICATION OF RIGHTS TO THE USE OF WATER FROM THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A74-02183A
Date Received: 4/26/1990
Receipt No: X999999
Received By: XB

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

1. Name: KIRK KLEMMER 208-756-2431
   Address: P.O. BOX 122
   SALMON, ID 83467
   AND/OR
   Name: TINA KLEMMER 208-756-2431
   Address: P.O. BOX 122
   SALMON, ID 83467

A7402183A

2. Date of Priority: OCT 18, 1921

3. Source: WIMPEY CREEK Trib. to: LEMHI RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
21N	23E	35	NE SW		LEMHI

5. Description of diverting works:
   DITCH, FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.060		

7. Total Quantity Appropriated is:
   0.060 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 12.5 Acre Feet Per Annum.

9. Non-irrigation uses:

MICROFILMED
DEC 14 1992

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do ____ do not ____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Lina Hamma Date: 4/24/90

_____ Date: _____

State of Idaho)
) SS.
County of Jerome)

Subscribed and sworn (or affirmed) before me this 26th day of April 1990

Anna Baumhoff
Notary Public

Seal

Residing at Anna Baumhoff, Notary Public Residing at Boise, Idaho

My Commission Expires December 7, 1994

MICROFILMED
DEC 14 1992

10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
21N	23E	34	SW	SE		IRR	5.0
						Section Acres	5.0
						Total Acres	5.0

11. Place of use in counties: LEMHI

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A74-00210B

14. Remarks:
THIS CLAIM REPRESENTS A PORTION OF DECREED RIGHT 74-02183
CLAIMING 5 ACRES AND 0.06 CFS.

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

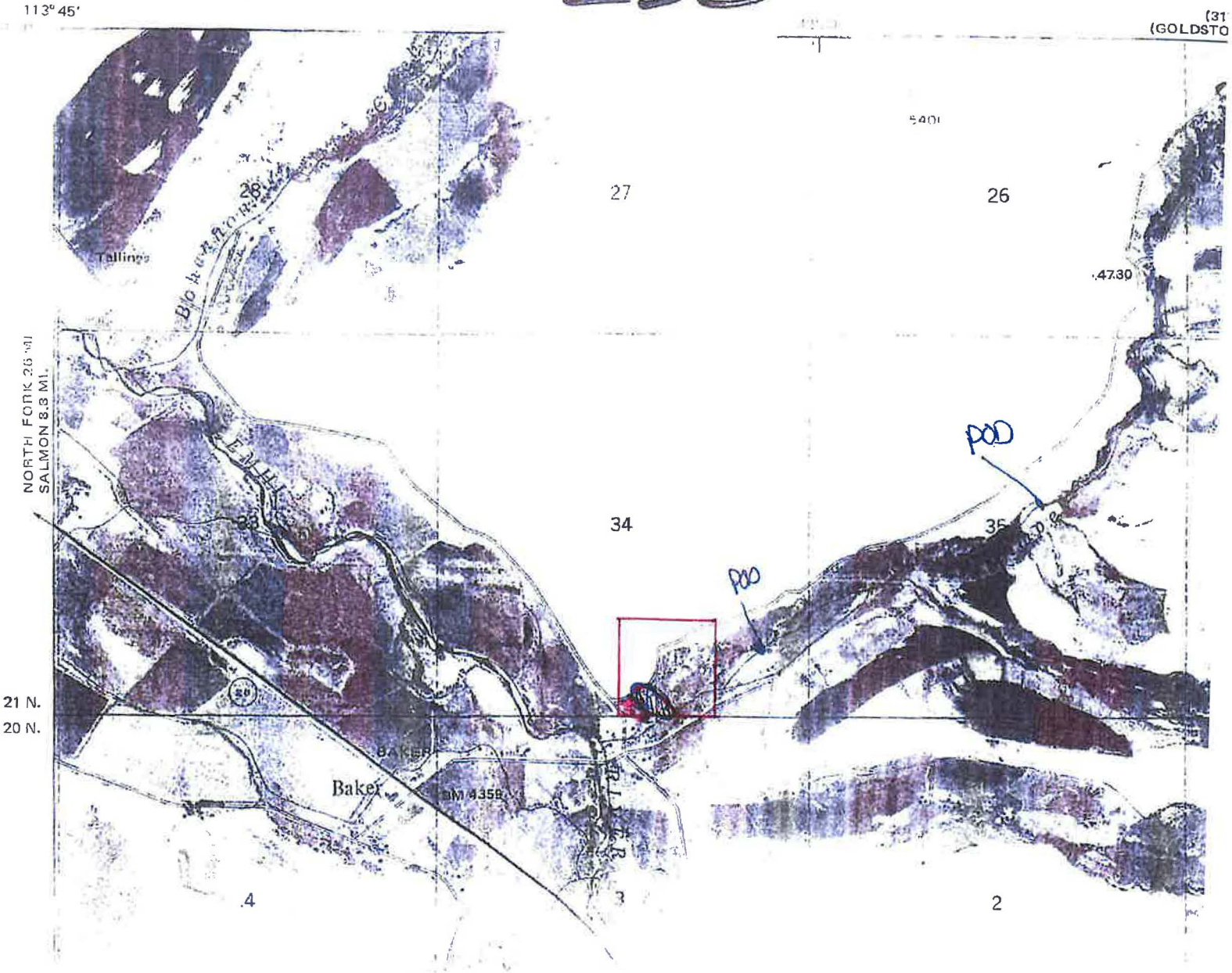
Decree Plaintiff vs Decree Defendant

MICROFILMED
DEC 14 1992

DEPARTMENT OF AGRICULTURE

UNITED STATES
DEPARTMENT OF AGRICULTURE
FOREST SERVICE
INTERMOUNTAIN REGION

23E



T21N
T20N

MICROFILMED
DEC 14 '92

IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

March 31, 2022

KIRK KLEMMER
TINA KLEMMER
19 WIMPEY CREEK RD
SALMON ID 83467-5203

RE: Change in Water Right Ownership: 74-210B and 74-2183A

Dear Water Right Holders:

On January 7, 2022, the Department of Water Resources (Department) acknowledged a change in ownership for water rights 74-210B and 74-2183A to Rohn R. Nelson and Lori A. Nelson. This change was processed in error based on the legal description on a warranty deed that was submitted and the water right shapes in the database. It appears the water right shapes may have been updated to the incorrect property in the database and the change in ownership has been reversed.

These water rights were decreed to you in the Snake River Basin Adjudication (SRBA). The Nelsons have been advised that they can resubmit a change in ownership of the rights if they can provide chain of title from you to them.

Thank you for bringing this to the attention of the Department. I apologize for the inconvenience. A water right report is enclosed indicating that you are the owners of the water rights.

Please feel free to contact me should you have any questions at (208) 287-4920 or debbi.judd@idwr.idaho.gov.

Sincerely,

Debbi Judd
Technical Records Specialist

c. Water District 74 – *via email*

March 31, 2022

ROHN R NELSON
LORI A NELSON
3800 E RUTH DR
WASILLA AK 99654-7537

Re: Change in Water Right Ownership: 74-210B and 74-2183A

Dear Water Right Holders:

On December 22, 2021, the Department of Water Resources (Department) received a request for a change in ownership for water rights 74-210B and 74-2183A. An acknowledgement letter confirming the change was sent to you on January 7, 2022. The change was based on the legal description of the property on the warranty deed and the water right shapes in the database. After further review, it appears that the water right shapes may not have been updated to the correct property appurtenant to the water rights and ownership of the water rights has been reversed. A refund of $50 has been requested and will arrive under separate cover from the State Controller's Office.

These water rights were decreed in the Snake River Basin Adjudication (SRBA) by the court to Kirk and Tina Klemmer. You may resubmit a request for a change in ownership if you can provide a chain of title from Kirk and Tina Klemmer to you.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4920 or debbi.judd@idwr.idaho.gov.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures

c: WATER DISTRICT 74 – *via email*

RECEIVED
MAR 16 2022
DEPARTMENT OF
WATER RESOURCES

RECEIVED
MAR 10 2022
Department of Water Resources
Eastern Region

3/7/2022

To whom it concerns,

I was recently informed that there was an ownership change concerning Water rights 74-210B and 74-2183A which were in the name of Kirk Klemmer and Tina Klemmer. In Dec. 22, 2021 Ron Nelson filed an ownership change for the water rights in question. The ownership change was approved by the department in error. These water rights were decreed in my name during the Snake River Basin Adjudication. At no time have I ever own the property originally owned by the Byers and now owned by the Neslons. The water rights should not have been updated into the Nelsons name. Attached is a watermaster report that shows which water rights are associated with the Nelsons (formerly the Byers) property and my (Klemmers) property. I have always owned the same 4.6 acres property. (Parcel RP21N23E348402, 19 WIMPEY CREEK RD, T-1772 4.5 ACRES & T-4099 & T-4100 LESS PARCEL E OF SURVEY #243805 (BEING A FR OF T-4098)). How could the IDWR update the water right ownership with Ron Nelsons name if the water rights are not associated with the property he purchased. The Nelsons can not provide a chain of conveyance or warranty deeds back to the original water right holder which is me (Kirk Klemmer). I recently spoke with David Graybill and Blake Jordan concerning this matter. I look forward to hearing back from you to find a resolution.

Kirk Klemmer

19 Wimpey Creek Rd

Salmon ID, 83467

208-756-2431

WATERMASTER'S ANNUAL REPORT

From: JANUARY 1 , 2020 **To:** DECEMBER 30 , 2020

Water District No. 74

Water District Name: WATER DISTRICT 74

Name of Watermaster: RICK SAGER

Mailing Address: 985 HWY 28 SALMON, ID. 83467

MAR 10 2022

Department of Water Resources
Eastern Region

AFFIDAVIT OF WATERMASTER

As the appointed watermaster of water district no. 74 . I hereby certify that the information contained in this report is true and correct to the best of my knowledge

Rick Sager — *Watermaster signature*

Feb 2, 2021 — *Date*

Pursuant to Section 42-606 Idaho Code, this Watermaster's Annual Report shall be filed prior to the end of the watermaster's appointment for the current year, and kept in the office of the Idaho Department of Water Resources (IDWR). The Watermaster's Daily Diversion Records should be attached to this report if those records are not submitted electronically to IDWR.

IDENT_NO	FIRST	LAST	QUANT_CFS	71.5 CFS
74-15925	JOSEPH	ADAMS	0.030	2.145
74-16211	WILLIAM	ADEN	0.210	15.015
74-00677B	DONNA	ALDOUS	0.134	9.581
74-16085	DEBRA	ALLRED	0.120	8.58
74-16086	DEBRA	ALLRED	0.130	9.295
74-16087	DEBRA	ALLRED	0.110	7.865
74-01632	ROBERT	AMONSON	1.170	83.655
74-01643	ROBERT	AMONSON	2.320	165.88
74-01664	ROBERT	AMONSON	0.840	60.06
74-00672	BILL	ANDREWS	0.800	57.2
74-15233	BILL	ANDREWS	0.400	28.6
74-00671A	GAIL	ANDREWS	0.140	10.01
74-01045B	KELLY	ANGLIN	0.140	10.01
74-01782B	KELLY	ANGLIN	0.110	7.865
74-16212	ALTON	ARNOLD	0.300	21.45
74-15020	SHANE	BAILEY	0.200	14.3
74-15687	SHANE	BAILEY	0.440	31.46
74-00210E	MYRON	BAIR	0.180	12.87
74-00732	BRET	BAIRD	0.030	2.145
74-00966		BAR 20	0.120	8.58
74-01779		BAR 20	0.180	12.87
74-01830		BAR 20	0.740	52.91
74-02182		BAR 20	1.500	107.25
74-02227		BAR 20	0.280	20.02
74-02283		BAR 20	0.440	31 46
74-15778	ILENE	BARNETT	0.080	5.72
74-15784	ILENE	BARNETT	0.024	1.716
74-00865		BASIN CREEK LLC	0.340	24.31
74-00866		BASIN CREEK LLC	0.340	24.31
74-00867		BASIN CREEK LLC	0.170	12.155
74-15699	TODD	BAUMER	0.050	3.575
74-16035	TODD	BAUMER	0.250	17.875
74-00663	ROMAN	BEACHY JR	1.310	93.665
74-0545C	NANCY	BEALS	0.090	6.435
74-00575	MARY ANN	BEASLEY REVOCABLE TRUST	0.040	2.86
74-00768	MARY ANN	BEASLEY REVOCABLE TRUST	0.270	19.305
74-07103	MARY ANN	BEASLEY REVOCABLE TRUST	0.020	1.43
74-00628G	ROBERT	BERASI	0.020	1.43
74-00667	ROBERT	BERASI	0.030	2.145
74-00852A	ROBERT	BERASI	0.020	1.43
74-00158	MERRILL	BEYELER	4.000	286
74-0034	MERRILL	BEYELER	1.400	100.1
74-01582	MERRILL	BEYELER	0.720	51.48
74-01660	MERRILL	BEYELER	0.410	29.315
74-01661	MERRILL	BEYELER	0.960	68 64
74-01662	MERRILL	BEYELER	1.590	113.685
74-01664	MERRILL	BEYELER	1.420	101 53
74-02025A	MERRILL	BEYELER	3.180	227.37
74-02263	MERRILL	BEYELER	2.400	171.6
74-02266	MERRILL	BEYELER	1.000	71.5
74-00951		BHR RANCH	0.180	12.87
74-01025C		BHR RANCH	0.080	5.72
74-01025F		BHR RANCH	1.150	82 225
74-01061		BHR RANCH	0.500	35.75
74-01777		BHR RANCH	0.300	21.45
74-01781		BHR RANCH	0.780	55.77

74-01841		BHR RANCH	0.560	40.04
74-01842		BHR RANCH	1.670	119.405
74-02146		BHR RANCH	0.200	14.3
74-15888		BHR RANCH	0.310	22.165
74-00800C	JOSEPH	BIGLEY	0.086	6.149
74-00475	KRIS	BIRD	0.180	12.87
74-00506A	KRIS	BIRD	0.060	4.29
74-01816A	KRIS	BIRD	0.080	5.72
74-15866	KRIS	BIRD	0.410	29 315
74-00533	LEROY	BIRD	1.860	132.99
74-00664	LEROY	BIRD	1.640	117.26
74-00674	LEROY	BIRD	1.060	75.79
74-00675	LEROY	BIRD	2.620	187.33
74-00678	LEROY	BIRD	2.440	174.46
74-02336	LEROY	BIRD	2.280	163.02
74-00630C	JOE	BISHOP	0.310	22.165
74-00520		BITTERROOT RANCH	4.800	343.2
74-15689	DAVE	BLANCHARD	0.050	3.575
74-00612	GEORGE	BLODGETT	0.220	15.73
74-02047M	GEORGE	BLODGETT	0.230	16.445
74-00321H	SCOTT	BLOOD	0.200	14.3
74-02165B		BNH PROPERTIES, LLC	2.080	148.72
74-15708		BNH PROPERTIES, LLC	6.950	496.925
74-02187C	JEFF	BOCKMAN	0.180	12.87
74-15045	JEFFREY	BOCKMON	0.540	38.61
74-00738B	ALLEN	BODENHAMER	2.840	203.06
74-00746E	ALLEN	BODENHAMER	13.490	964.535
74-04005D	ALLEN	BODENHAMER	0.270	19.305
74-15707	ALLEN	BODENHAMER	6.760	483.34
74-15709	ALLEN	BODENHAMER	0.870	62.205
74-15701	ROSS	BOND	0.100	7.15
74-16058	JARED	BRAGG	0.070	5.005
74-00800A	THORNTON	BURKE	0.108	7.722
74-00210A	RON	BYERS	0.080	5.72
74-00734D	RON	BYERS	0.130	9.295
74-00734F	RON	BYERS	0.030	2.145
74-00734A	RON	BYERS	0.100	7.15
74-00635	SHIRLEY	CADMAN	0.090	6.435
74-15012	JOEL	CANNON	0.196	14.014
74-01049B		CARMELITES OF IDAHO	0.300	21.45
74-01062		CARMELITES OF IDAHO	0.600	42.9
74-00968	JOHN	CARNEY	0.040	2.86
74-00733G	BRIAN	CARPENTER	0.130	9.295
74-00905A	JOANN	CARROLL	0.960	68.64
74-16075	KAREN	CARTER	0.110	7.865
74-16076	KAREN	CARTER	0.100	7.15
74-16077	KAREN	CARTER	0.110	7.865
74-16078	KAREN	CARTER	0.110	7.865
74-01859A	JOHN M	CASPER	0.050	3.575
74-00861H	JAMES	CASTERSON	0.070	5.005
74-01611B	DIANN	CAYWOOD	0.790	56.485
74-01613	DIANN	CAYWOOD	0.150	10.725
74-15024	DIANN	CAYWOOD	0.370	26.455
74-00898	JOE	CAYWOOD	0.180	12.87
74-00899	JOE	CAYWOOD	0.970	69.355
74-01605	JOE	CAYWOOD	6.720	480.48
74-01609	JOE	CAYWOOD	1.180	84.37
74-01611A	JOE	CAYWOOD	2.710	193.765

74-07081	JOE	CAYWOOD	0.360	25.74
74-01610	JOE	CAYWOOD	0.780	55.77
74-01020D	JOEY & SCOTT	CAYWOOD & KESL	3.500	250.25
74-00318B	LOWELL	CERICE	2.230	159.445
74-00318C	LOWELL	CERICE	4.260	304.59
74-00820	LOWELL	CERISE	2.620	187.33
74-00826	LOWELL	CERISE	1.700	121.55
74-04005B	LOWELL	CERISE	0.390	27.885
74-04005C	LOWELL	CERISE	0.230	16.445
74-04005E	LOWELL	CERISE	6.750	482.625
74-15202	DAN	CHANCE	0.120	8.58
74-15863	PAUL	CHARTRAND	0.460	32.89
74-15691	KERRIE	CHENEY	0.060	4.29
74-15991	KERRIE	CHENEY	0.080	5.72
74-16084	KERRIE	CHENEY	0.140	10.01
74-15205	RANDALL	CHENEY	0.150	10.725
74-16091	RANDALL	CHENEY	0.090	6.435
74-15947	RAYMOND	CHENEY	0.060	4.29
74-00319D		CITY OF SALMON	0.240	17.16
74-00466		CITY OF SALMON	0.540	38.61
74-00850		CITY OF SALMON	0.480	34.32
74-00644		CITY OF SALMON	2.430	173.745
74-14992	RODGER	COBB	0.710	50.765
74-00695	LAMAR K	COCKRELL	2.030	145.145
74-01835	LAMAR K	COCKRELL	1.320	94.38
74-02047L	LAMAR K	COCKRELL	11.040	789.36
74-00498	KEVIN	COINER	0.060	4.29
74-15951	KEVIN	COINER	0.690	49.335
74-15207	RON	COOK	0.060	4.29
74-01606C	TIM	CRAIG	1.500	107.25
74-00896	JIM	CRISMON	0.090	6.435
74-16171	BART	CROFOOT	0.050	3.575
74-00321F	KENT	DAHLE	0.140	10.01
74-00707	JEROLD	DANCE	0.150	10.725
74-00324G	GORDON D	DANIELS	0.400	28.6
74-00324H	JIM	DARTT	0.200	14.3
74-15601		DASKALOS TRUST	0.210	15.015
74-00321E	ORION	DAVIDSON	0.160	11.44
74-00970D	DON	DAVIS	0.210	15.015
74-00470	MIKE	DAVIS	0.060	4.29
74-0324J	CALVIN	DECORA	0.150	10.725
74-00568A	SHIRLEY	DECORA	0.570	40.755
74-00572B	SHIRLEY	DECORA	0.293	20.9495
74-15559	TERRY	DELESKI	0.005	0.3575
74-15563	TERRY	DELESKI	0.100	7.15
74-15567	TERRY	DELESKI	0.070	5.005
74-15641	JOANN	DEMICK	0.170	12.155
74-15642	JOANN	DEMICK	0.180	12.87
74-00441C	MARLENE	DEMICK	1.070	76.505
74-15203	MARLENE	DEMICK	0.260	18.59
74-15592	JEANA MARIE	DONALDSON THOMAS TRUST	1.530	109.395
74-00861B		DOUBLE BARREL MANAGEMENT	0.660	47.19
74-00321K	JODY	DRUMMOND	0.040	2 86
74-00214		EAGLE VALLEY RANCH	6.000	429
74-00215		EAGLE VALLEY RANCH	2.800	200.2
74-00724		EAGLE VALLEY RANCH	0.770	55.055
74-00745		EAGLE VALLEY RANCH	3.360	240.24
74-02348		EAGLE VALLEY RANCH	2.600	185.9

74-15609		EAGLE VALLEY RANCH	0.110	7.865
74-15610		EAGLE VALLEY RANCH	4.260	304.59
74-15611		EAGLE VALLEY RANCH	0.015	1.0725
74-15612		EAGLE VALLEY RANCH	4.945	353.5675
74-00746A		EAGLE VALLEY RANCH	0.254	18.161
74-00746B		EAGLE VALLEY RANCH	0.370	26.455
74-15770		EAGLE VALLEY RANCH	0.820	58.63
74-01047	JEROME L	EASTMAN	0.050	3.575
74-15082	JEFF	EDER	0.060	4.29
74-15083	JEFF	EDER	0.088	6.292
74-00321J	JAY	EDWARDS	0.040	2.86
74-01652	CARL	ELLSWORTH	4.260	304.59
74-01651	LESLIE	ELLSWORTH	3.110	222.365
74-02025B	LESLIE	ELLSWORTH	1.040	74.36
74-00610B	MARVIN	ENGLAND	0.060	4.29
74-00324D	MARLENE	ERLANDSON	0.200	14.3
74-00321A	JIM	EVANS	0.160	11.44
74-0545B	BRIAN	EVARTS	0.060	4.29
74-00321T	BRANDON	FAHNHOLZ	0.040	2.86
74-0588D	BRANDON	FAHNHOLZ	0 030	2.145
74-00958		FAR NIENTE RANCH	3.000	214.5
74-00959		FAR NIENTE RANCH	1.830	130.845
74-00960		FAR NIENTE RANCH	1.140	81.51
74-00961		FAR NIENTE RANCH	0.400	28.6
74-1839		FAR NIENTE RANCH	0.280	20.02
74-311		FAR NIENTE RANCH	4.500	321.75
74-00580	ALYCE	FELKER	0.020	1.43
74-00324A	PAUL	FISHER	0.430	30.745
74-00325K	PAUL	FISHER	0.590	42.185
74-00326B	PAUL	FISHER	5.000	357.5
74-00839	PAUL	FISHER	3.600	257.4
74-15780	PAUL	FISHER JR	0.485	34.6775
74-15786	PAUL	FISHER JR	0.144	10.296
74-15665	THOMAS	FORD	0.040	2.86
74-01780A	ROBERT	FRAHME	0.110	7.865
74-00324B	DAN	FRENCH	0.170	12.155
74-00324F	DAN	FRENCH	2.390	170.885
74-00325B	DAN	FRENCH	0.190	13.585
74-00325E	DAN	FRENCH	3.620	258.83
74-00325H	DAN	FRENCH	1.270	90.805
74-00325L	DAN	FRENCH	3.390	242.385
74-00325G	DAN	FRENCH	0.040	2.86
74-00325J	DAN	FRENCH & P FISHER	2.800	200.2
74-15560	INGRID	FULSTONE	0.007	0.5005
74-15564	INGRID	FULSTONE	0.140	10.01
74-15568	INGRID	FULSTONE	0.110	7.865
74-14997	LARRY	GARDNER	0.012	0.858
74-14999	LARRY	GARDNER	0.250	17.875
74-15002	LARRY	GARDNER	0.190	13.585
74-15553	LARRY	GARDNER	0.030	2.145
74-15555	LARRY	GARDNER	0.590	42.185
74-15557	LARRY	GARDNER	0.440	31.46
74-00319F	BEN	GARECHANA	0.600	42.9
74-15727	RICK	GERBO	0.400	28.6
74-16169	RICK	GERBO	0.480	34.32
74-00210C	EDWIN R	GIBSON	0.210	15.015
74-02183B	EDWIN R	GIBSON	0.090	6.435
74-00861G	NICOLE	GILPIN	0.060	4.29

74-00440	JOHN	GITTLESON	0.020	1.43
74-01786	ROSS	GODDARD	1.830	130.845
74-01788A	ROSS	GODDARD	0.320	22 88
74-01788B	ROSS	GODDARD	0.050	3.575
74-01789A	ROSS	GODDARD	0.340	24.31
74-01789C	ROSS	GODDARD	0.130	9.295
74-01790A	ROSS	GODDARD	1.000	71 5
74-01790B	ROSS	GODDARD	0.240	17.16
74-01791	ROSS	GODDARD	0.090	6.435
74-01792B	ROSS	GODDARD	3.390	242.385
74-01793	ROSS	GODDARD	2.850	203.775
74-15023	ROSS	GODDARD	3.330	238.095
74-222	ROSS	GODDARD	2.800	200.2
74-223	ROSS	GODDARD	0.300	21.45
74-224	ROSS	GODDARD	1.040	74.36
74-225	ROSS	GODDARD	1.200	85.8
74-226	ROSS	GODDARD	0.160	11.44
74-227	ROSS	GODDARD	0.300	21.45
74-228	ROSS	GODDARD	0.800	57.2
74-01792A	ROSS	GODDARD	2.940	210.21
74-00323	RANDY	GOODELL	6.000	429
74-00677D	ROBERTA	GOODMAN	0.110	7.865
74-00686A	ROBERTA	GOODMAN	0.050	3.575
74-00568C	SANDE	GREBE	0.150	10.725
74-15698	CYNDIE	GRIER	0.080	5.72
74-02047G	BILL	GUTH	0.160	11.44
74-15561	DARLENE	HAAS	0.001	0.0715
74-15565	DARLENE	HAAS	0.019	1.3585
74-15569	DARLENE	HAAS	0.014	1.001
74-00401B	JEREL	HAGEN	0.030	2.145
74-00402B	JEREL	HAGEN	0.600	42.9
74-00403B	JEREL	HAGEN	0.430	30.745
74-00321R	KRIS	HAMILTON	0.240	17.16
74-00716	SCOTT	HARTVIGSON	1.560	111.54
74-00461	BERT	HATCH	0.840	60.06
74-16075	LENARD	HATCH	0.170	12.155
74-15977	RAY	HATHHORN	0.240	17.16
74-00720	JAMES E	HAWLEY	0.030	2.145
74-00540	JOHN	HAYES	0.560	40.04
74-00847E	TERRY	HEATON	0.210	15.015
74-02047F	KELSEY	HELFRICH	0.500	35.75
74-16234	LYNDEN	HELMUTH	0.200	14.3
74-01025D	ROGER	HENRY	0.230	16.445
74-00630A	RICHARD	HENTZEN	0.030	2.145
74-15593	MATTHEW	HERBEK	0.040	2.86
74-00735	DREW	HERBST	0.720	51.48
74-00739	DREW	HERBST	1.330	95.095
74-00740	DREW	HERBST	0.200	14.3
74-00741	DREW	HERBST	4.300	307.45
74-00742	DREW	HERBST	0.380	27.17
74-07147	DREW	HERBST	0.880	62.92
74-15491	EMIL	HERBST	1 490	106.535
74-15492	EMIL	HERBST	0.150	10.725
74-15795	EMIL	HERBST	0.060	4.29
74-15796	EMIL	HERBST	5.280	377.52
74-16006	LYNN	HERBST	0.030	2.145
74-16007	LYNN	HERBST	0.390	27.885
74-00708	STEVEN	HERBST	3.920	280.28

74-00760C		HERBST PROPERTIES, LLC	0.285	20.3775
74-00784	IRVIN	HEROD	0.020	1.43
74-00321S	WHITNEY	HICKEY	0.080	5.72
74-00588C	WHITNEY	HICKEY	0.060	4.29
74-15879	JOHN	HILGENDORF	0.090	6.435
74-15880	JOHN	HILGENDORF	0.100	7.15
74-15881	JOHN	HILGENDORF	0.010	0.715
74-15764	JOHN	HOECK	0.500	35.75
74-15923	JOHN	HOECK	0.480	34.32
74-00542	CLARICE	HOKANSON	0.240	17.16
74-00523B	DEE R	HOLLAND	1.070	76.505
74-16105	JOSHUA	HOLLOWAY	0.500	35.75
74-16106	JOSHUA	HOLLOWAY	0.120	8.58
74-00321P	BODIE	HOUSTON	0.040	2.86
74-00510	BILL	HUDSON	0.260	18.59
74-00544A	BILL	HUDSON	0.350	25.025
74-01649	DAVE	HULL	0.500	35.75
74-16182	TIMOTHY	HUNT	0.200	14.3
74-15803	VERA	INFANGER	0.015	1.0725
74-15832	VERA	INFANGER	0.159	11.3685
74-00252		INTERMOUNTAIN BISON	1.940	138.71
74-00253		INTERMOUNTAIN BISON	1.640	117.26
74-00254		INTERMOUNTAIN BISON	0.380	27.17
74-00255		INTERMOUNTAIN BISON	1.600	114.4
74-00256		INTERMOUNTAIN BISON	2.100	150.15
74-00257		INTERMOUNTAIN BISON	1.940	138.71
74-00258		INTERMOUNTAIN BISON	1.920	137.28
74-00259		INTERMOUNTAIN BISON	0.780	55.77
74-00260		INTERMOUNTAIN BISON	0.100	7.15
74-00261		INTERMOUNTAIN BISON	0.940	67.21
74-00262		INTERMOUNTAIN BISON	1.380	98.67
74-00263		INTERMOUNTAIN BISON	0.460	32.89
74-00264		INTERMOUNTAIN BISON	1.240	88.66
74-00265		INTERMOUNTAIN BISON	1.500	107.25
74-00266		INTERMOUNTAIN BISON	0.900	64 35
74-00268		INTERMOUNTAIN BISON	4.360	311.74
74-00668		INTERMOUNTAIN BISON	0.830	59.345
74-00669		INTERMOUNTAIN BISON	0.400	28.6
74-00681		INTERMOUNTAIN BISON	0.500	35.75
74-00821		INTERMOUNTAIN BISON	0.390	27.885
74-00822		INTERMOUNTAIN BISON	0.460	32.89
74-00979		INTERMOUNTAIN BISON	0.210	15.015
74-00980		INTERMOUNTAIN BISON	0.530	37.895
74-01097		INTERMOUNTAIN BISON	0.100	7.15
74-01098		INTERMOUNTAIN BISON	2.820	201.63
74-01114		INTERMOUNTAIN BISON	2.000	143
74-02218		INTERMOUNTAIN BISON	1.000	71.5
74-02319		INTERMOUNTAIN BISON	0.630	45.045
74-02325		INTERMOUNTAIN BISON	2.000	143
74-16074	BOB	JACKSON	0.100	7.15
74-00666	CECIL	JACKSON	2.080	148.72
74-00671	CECIL	JACKSON	0.830	59.345
74-02247	CECIL	JACKSON	0.920	65.78
74-15021	CECIL	JACKSON	0.750	53.625
74-15639	CECIL	JACKSON	0.810	57.915
74-15711	CECIL	JACKSON	0.430	30.745
74-15713	CECIL	JACKSON	0.220	15.73
74-15771	CECIL	JACKSON	0.080	5.72

74-15772	CECIL	JACKSON	0 040	2.86
74-15773	CECIL	JACKSON	0.320	22.88
74-15920	CECIL	JACKSON	0.870	62.205
74-15921	CECIL	JACKSON	0.340	24.31
74-00324C	PHILLIP	JACKSON	0.050	3.575
74-00711	JACK	JAKOVAC	2.250	160.875
74-02165A	JACK	JAKOVAC	1.000	71.5
74-15531	JACK	JAKOVAC	0.510	36.465
74-00628C	ANTHONY	JAMES	0.120	8.58
74-07019B	ROBERT	JANSEN	0.360	25.74
74-15697	BRADLEY	JENSEN	0 060	4.29
74-00677A	GARY	JENSON	0.090	6.435
74-16042	GARY	JENSON	0.180	12.87
74-00844	% BOYD STOKES	JOLLEY DALE	5.000	357.5
74-02047D	% BOYD STOKES	JOLLEY DALE	0.750	53.625
74-178A	% BOYD STOKES	JOLLEY DALE	1.000	71.5
74-179A	% BOYD STOKES	JOLLEY DALE	2.080	148.72
74-179B	% BOYD STOKES	JOLLEY DALE	1.500	107.25
74-180A	% BOYD STOKES	JOLLEY DALE	1.000	71.5
74-15685	DAVID	JONES	0.290	20.735
74-0102C	IVAN	JONES	0.150	10.725
74-00319G	LLOYD	JONES	0.150	10.725
74-00734C	RUSSELL	JONES	0.020	1.43
74-01606E	CLARK	JORDAN	0 290	20.735
74-15532	RICHARD	JORDAN	0.050	3.575
74-15700	DOUGLAS	JOST	0.390	27.885
74-00497	EUGENE	JUD	0.760	54.34
74-07143	EUGENE	JUD	0.010	0.715
74-15779	EUGENE	JUD	0.080	5.72
74-15785	EUGENE	JUD	0.024	1.716
74-15519	JOHN	KATRI	0.312	22.308
74-00860A	STEVEN	MOORE	0.030	2.145
74-00322E	COLLEEN A	KEIRNES	0.120	8.58
74-00651	DEE M	KEIRNES	0.320	22.88
74-15978	HUGH	KEITH	0.060	4.29
74-16072	JANADEEN	KELLER	0.120	8.58
74-01020A	SCOTT	KESL	0.660	47 19
74-01845	JANET	KIBBEE	0.690	49.335
74-00210B	KIRK	KLEMMER	0.130	9.295
74-02183A	KIRK	KLEMMER	0.060	4.29
74-01032	ANDREW	KNIGHT	6.600	471.9
74-01077	ANDREW	KNIGHT	1.810	129.415
74-01078	ANDREW	KNIGHT	0.960	68.64
74-15014	ANDREW	KNIGHT	0.910	65.065
74-15534	ANDREW	KNIGHT	1.960	140.14
74-00734H	JOE	KOLMAN	0.080	5.72
74-00210D	AUSTIN	KONCZ	0.230	16.445
74-00734E	AUSTIN	KONCZ	0.040	2.86
74-02183C	AUSTIN	KONCZ	0.090	6.435
74-15603	NORMA	KOSSLER	0.750	53.625
74-15040	RANDY	LAMBETH	0.180	12 87
74-15595	CHARLES	LAMOURE	0.130	9.295
74-00646D	LESLIE	LANDRY	0.060	4.29
74-01816H		LDS CHURCH	0.210	15.015
74-02047H	THOMAS	LEIPHART	0.701	50 1215
74-07040		LEMHI CATTLE OWNERS	0.300	21.45
74-16029	%JACK ALFORD	LEMHI CATTLE OWNERS ASSOC	0.300	21.45
74-02140A	% JACK ALFORD	LEMHI CATTLE OWNERS ASSOC	1.320	94.38

74-02140B	% JACK ALFORD	LEMHI CATTLE OWNERS ASSOC	0.280	20.02
74-02196	% JACK ALFORD	LEMHI CATTLE OWNERS ASSOC	1.000	71.5
74-00927	% JACK ALFORD	LEMHI CATTLE OWNERS ASSOC.	0.620	44.33
74-01587		LEMHI RIVER RANCH LLC	1.620	115.83
74-01593		LEMHI RIVER RANCH LLC	5.300	378.95
74-01597		LEMHI RIVER RANCH LLC	0.200	14.3
74-15980		LEMHI RIVER RANCH LLC	3.360	240.24
74-15981		LEMHI RIVER RANCH LLC	0.120	8.58
74-15775	ROBERT	LETH	0.075	5.3625
74-15781	ROBERT	LETH	0.022	1.573
74-01816F	DENNIS	LILE	0.080	5.72
74-15242	DENNIS	LILE	0.080	5.72
74-01608B	FLOYD	LINGER	3.910	279.565
74-16092	FLOYD	LINGER	0.600	42.9
74-00543	NANCY	LISCHNER	0.300	21.45
74-01063	JIM	LOCKES	0.200	14.3
74-00646B	TERRY R	LOFT	0.060	4.29
74-00321L	HARRY	LOMONACO	0.060	4.29
74-00518A	LORETTA	LONG	0.331	23.6665
74-00400	BILL	LOUDY	0.100	7.15
74-01110	BILL	LOUDY	1.230	87.945
74-01111	BILL	LOUDY	0.590	42.185
74-00677E	GORDON	LUCAS	0.621	44.4015
74-15854	GORDON	LUCAS	0.190	13 585
74-15855	GORDON	LUCAS	0.360	25 74
74-15857	GORDON	LUCAS	0.460	32.89
74-00190A	KARL	LUFKIN	2.000	143
74-00534	KARL	LUFKIN	0.630	45 045
74-00535	KARL	LUFKIN	1.400	100.1
74-00538	KARL	LUFKIN	4.830	345.345
74-00657A	KARL	LUFKIN	1.550	110 825
74-00188A	KARL	LUFKIN	0.100	7.15
74-01836	JAMES A	LYON	0.360	25 74
74-00572E	CHARLES	MAJOR	0.150	10.725
74-00605A	JIM	MALCOLM	0.160	11.44
74-15882	DOUGLAS	MARSHAK	0.080	5.72
74-15961	DOUGLAS	MARSHAK	0.040	2.86
74-15644	ALFONZO	MARTINEZ	0.030	2.145
74-15776	BRAD	MATTHEWS	0.075	5.3625
74-15782	BRAD	MATTHEWS	0.023	1.6445
74-00630D	SHANE	MCAFEE	0.630	45.045
74-15602	SHANE	MCAFEE	0.220	15.73
74-00321D	DAVID	MCCAMPBELL	0.040	2.86
74-01554		MCFARLAND LIVESTOCK CO INC	0.950	67.925
74-01556		MCFARLAND LIVESTOCK CO INC	5.000	357 5
74-01562		MCFARLAND LIVESTOCK CO INC	4.060	290.29
74-01565		MCFARLAND LIVESTOCK CO INC	3.970	283.855
74-00882	JUNE OR WHIT	MCKINNEY	0.040	2.86
74-02050A	JUNE OR WHIT	MCKINNEY	0.060	4.29
74-02187A	MIKE	MCNEAL	0.180	12.87
74-16039	DON	MILLER	0.160	11.44
74-00861D	JAMES	MILLER	0.130	9.295
74-00861E	JAMES	MILLER	0.150	10.725
74-15944	JEREMY	MILLER	0.260	18.59
74-15945	JEREMY	MILLER	0.520	37.18
74-15604	JOHN	MILLER	3.000	214.5
74-00662	JOHN	MILLER	0.810	57.915
74-00703	JOSEPH	MILLER	0.020	1.43

74-00800E	MARCUS	MILLER	0.116	8.294
74-15442	ZACHARY	TROUGHTON	0.120	8.58
74-00861J	STEVEN	MILLER	0.150	10.725
74-02047K	JOE & RAYMOND	MILLER & COCKRELL	3.260	233.09
74-00456	BOB	MINOR	0.070	5.005
74-00733E	JAMES	MOUNT	0.140	10.01
74-00469	BRUCE	MULKEY	3.500	250.25
74-00469A	BRUCE	MULKEY	3.500	250.25
74-15864	NICK	MUNNING	0.120	8.58
74-00404	DEAN	MURPHY	1.960	140.14
74-15558	DEAN	MURPHY	0.020	1.43
74-15562	DEAN	MURPHY	0.320	22.88
74-15566	DEAN	MURPHY	0.240	17.16
74-15999	DEAN	MURPHY	8.340	596.31
74-16001	DEAN	MURPHY	0.200	14.3
74-16002	DEAN	MURPHY	0.260	18.59
74-16003	DEAN	MURPHY	0.020	1.43
74-00812	MARCY	NEAL	0.150	10.725
74-02187B	SUZANNE	NEBEKER	0.270	19.305
74-00591	CLYDE	NELSON	0.320	22.88
74-00592	CLYDE	NELSON	1.400	100.1
74-00760B	CLYDE	NELSON	0.450	32.175
74-02343	CLYDE	NELSON	3.000	214 5
74-00729	ELLEN	NELSON	0.180	12.87
74-00321Q	JOHN	NELSON	0.140	10 01
74-00546	JOLENE	NELSON	0.020	1.43
74-14988		NELSON FAMILY CO	0.250	17.875
74-01657	GARY	NICHOLS	0.030	2.145
74-00861C	MICHAEL	NOONER	0.090	6 435
74-15494	MARK	NOREM	0.012	0.858
74-00321Y	BRENT	NYBORG	0.345	24.6675
74-00319B	DALLAS	OLSON	1.860	132.99
74-00605C	DON	OLSON	6.290	449.735
74-00837	DON	OLSON	6.100	436.15
74-00840	DON	OLSON	3.280	234.52
74-15939	MARK L	OLSON	0.960	68.64
74-15952	MARK L	OLSON	0.160	11.44
74-15804	ROBERT	OLSON	0.189	13.5135
74-15805	ROBERT	OLSON	0.110	7.865
74-15836	VERGIL	OLSON	1.580	112.97
74-00734B	GINO	OTTONELLO	0.190	13.585
74-00321M	GREG	PAINTER	0.040	2.86
74-15684	THOMAS	PALMER	0.290	20.735
74-00320		PARMENTER TRUST	0.600	42.9
74-16183	JEROME	PASTO	0.200	14.3
74-15874	FRED	PAYNE	0.220	15.73
74-15585	MORGAN	PEETS	0.120	8.58
74-00321G	DAN	PENCE	0.200	14.3
74-01631	ROBERT	PENDELTON	0.050	3.575
74-16073	MIKE	KELLY	0.060	4 29
74-00631	JOHN	PETERSEN	0.920	65.78
74-01058	DOROTHY	PETERSON	1.520	108.68
74-01060	DOROTHY	PETERSON	0.200	14.3
74-00800D	ROBERT	PETRAY	0.116	8.294
74-15496	KENT	PHARIS	0.300	21.45
74-1601B	KENT	PHARIS	0.160	11.44
74-00589	LARRY	PHILLIPS	0.150	10.725
74-15922	MATT	PHILLIPS	0.150	10.725

74-00982A	% SUE DICKENS	PIAZZA, SAM	0.090	6.435
74-01080	JUNE	PLAYFAIR	0.300	21.45
74-01082	JUNE	PLAYFAIR	0.340	24.31
74-01083	JUNE	PLAYFAIR	0.640	45.76
74-01084	JUNE	PLAYFAIR	0.210	15.015
74-15026	DAMIAN	PAGANO	0.150	10.725
74-16031		PRATT CREEK RANCH LP	1.100	78.65
74-00701	ALLAN	PROBST	0.950	67.925
74-00702	ALLAN	PROBST	1.660	118.69
74-02331B	ALLAN	PROBST	1.580	112.97
74-15022	ALLAN	PROBST	0.830	59.345
74-15726	ALLAN	PROBST	0.060	4.29
74-15924	RICK	PRUETT	0.150	10.725
74-00191A		QB CORPORATION	0.036	2.574
74-15048	C WAYNE	RANKIN	0.030	2.145
74-00321V	WAYNE	RANKIN	0.040	2.86
74-02317	TIM	RAY	0.200	14.3
74-15209	TIM	RAY	0.560	40 04
74-15039	SUZIE	RAYMOND	0.420	30.03
74-15688	COREY	REGNANI	0.030	2.145
74-00518B	RAY	REYNOLDS	0.149	10.6535
74-00916	STEVEN SHINER	RIATA LIVESTOCK	2.000	143
74-00628A	MIKE	RICHIE	0.540	38.61
74-00629A	MIKE	RICHIE	0.650	46.475
74-00551B	BRET	RIGGAN	0.090	6.435
74-15015	JAMES E	RIGGAN	0.340	24.31
74-15861	JAMES E	RIGGAN	0.210	15.015
74-00328B	MURIEL	ROACH	0.500	35.75
74-00657E	ROGER	ROCKWELL	0.360	25.74
74-00985		ROCKY MOUNTAIN LAND & CATTL	3.580	255.97
74-00999		ROCKY MOUNTAIN LAND & CATTL	3.840	274.56
74-01066		ROCKY MOUNTAIN LAND & CATTL	16.410	1173.315
74-01067		ROCKY MOUNTAIN LAND & CATTL	1.560	111.54
74-01068		ROCKY MOUNTAIN LAND & CATTL	5.300	378.95
74-01072		ROCKY MOUNTAIN LAND & CATTL	0.880	62.92
74-01073		ROCKY MOUNTAIN LAND & CATTL	10.800	772.2
74-01800B		ROCKY MOUNTAIN LAND & CATTL	0.250	17.875
74-02268		ROCKY MOUNTAIN LAND & CATTL	0.630	45.045
74-00373		ROCKY MOUNTAIN LAND & CATTL	0.600	42.9
74-00374		ROCKY MOUNTAIN LAND & CATTL	0.600	42.9
74-01074		ROCKY MOUNTAIN LAND & CATTL	7.040	503.36
74-01800A		ROCKY MOUNTAIN LAND & CATTL	0.280	20.02
74-10144	RITA JEAN	ROGERS	0.020	1.43
74-00712A	RICK	SAGER	0.260	18.59
74-00712B	RICK	SAGER	0.100	7.15
74-02008		SALMON IDAHO INVESTORS	1.620	115.83
74-15600		SALMON IDAHO INVESTORS	1.050	75.075
74-16025		SALMON IDAHO INVESTORS	0.370	26.455
74-15956	MARLENE	SANTOS	0.150	10.725
74-15957	MARLENE	SANTOS	2.880	205.92
74-15916	DAVID	SAY	0.090	6.435
74-15917	DAVID	SAY	0.080	5.72
74-00485	LUKE	SCHLABACH	0.320	22.88
74-15935	JERALD	SCHABACH	0.020	1.43
74-15937	JERALD	SCHABACH	0.630	45.045
74-15039	WAYNE	SCOGGINS	0.200	14.3
74-14981	GLEN	SEABERG	0.240	17.16
74-15801	RICK	SESSIONS	0.024	1.716

74-15806	RICK	SESSIONS	0 018	1.287
74-15830	RICK	SESSIONS	0 117	8.3655
74-15831	RICK	SESSIONS	0.024	1.716
74-00321W		SHEPHERD OF THE VALLEY	0.140	10.01
74-07016	ROSS D	SHEPPEARD	0 060	4.29
74-01837B	MARK	SHINER	0 500	35 75
74-01794		SHINER RANCHES. INC	1.130	80.795
74-02286		SHINER RANCHES. INC	4.600	328.9
74-15025		SHINER RANCHES. INC	1 290	92.235
74-312		SHINER RANCHES. INC	1.900	135.85
74-313		SHINER RANCHES. INC	0.600	42.9
74-314		SHINER RANCHES. INC	2.400	171.6
74-317A		SHINER RANCHES. INC	2.670	190.905
74-317B		SHINER RANCHES. INC	0.530	37.895
74-00522	GEORGE L	SHOUP	0.090	6.435
74-00523A	GEORGE L	SHOUP	1.230	87.945
74-00788	GEORGE L	SHOUP	0.060	4.29
74-16028	JIM	SKINNER	0.100	7.15
74-00847A	ROBERT	SKROCH	0.050	3.575
74-00734G	RAY	SLOAN	0.014	1.001
74-15208	JERRY	SMITH	1.000	71.5
74-00572A	JORDAN	SMITH	0.190	13.585
74-15447	JORDON	SMITH	0.920	65.78
74-15873	MATT	SMITH	0.080	5.72
74-14989	R J	SMITH	1.270	90.805
74-01859B	STEVE	SMITH	0.065	4 6475
74-00785	CLAYSON	SNOOK	0.160	11.44
74-00790B	EDWARD	SNOOK	0.240	17.16
74-00791	EDWARD	SNOOK	0.500	35.75
74-00798	EDWARD	SNOOK	0.820	58.63
74-0792B	EDWARD	SNOOK	0.747	53.4105
74-00905B	FRED	SNOOK	0 600	42.9
74-00187	QUINTON	SNOOK	2.000	143
74-00188C	QUINTON	SNOOK	1.900	135.85
74-00190C	QUINTON	SNOOK	1.810	129.415
74-00191B	QUINTON	SNOOK	1.200	85.8
74-00629C	QUINTON	SNOOK	0.180	12.87
74-00789	QUINTON	SNOOK	2.640	188.76
74-00794	QUINTON	SNOOK	0.400	28.6
74-00797	QUINTON	SNOOK	0.180	12.87
74-00801C	QUINTON	SNOOK	3.000	214 5
74-00802	QUINTON	SNOOK	0.960	68 64
74-15525	QUINTON	SNOOK	0.350	25.025
74-15529	QUINTON	SNOOK	8.190	585.585
74-15742	QUINTON	SNOOK	1.660	118.69
74-15704	QUINTON	SNOOK	1.420	101.53
74-01574	WILLIAM	SNYDER	0.280	20.02
74-01575	WILLIAM	SNYDER	1.800	128.7
74-01576	WILLIAM	SNYDER	5.410	386.815
74-01578	WILLIAM	SNYDER	4.770	341.055
74-00807	CLARENCE R	SOLAAS	0.070	5.005
74-15654	SCOTT	SPAETH	0.080	5.72
74-00321C	MIDY	SPEICH	0.090	6.435
74-15018	JAMES	SPRINKLE	0.310	22.165
74-01588		STATE OF IDAHO	0.000	0
74-01594		STATE OF IDAHO	0.000	0
74-15948		STATE OF IDAHO	0.000	0
74-00714	GORDON	STEPHENSON	0.280	20.02

74-15769	GORDON	STEPHENSON	0.170	12.155
74-15673	TOM	STEPHENSON	0.090	6 435
74-00514	JEAN	STOCKTON	0.200	14.3
74-00843	BETTY	STOKES	3.250	232.375
74-00855	BETTY	STOKES	1.520	108.68
74-00857	BETTY	STOKES	2.350	168.025
74-00858	BETTY	STOKES	1.500	107.25
74-15705	BETTY	STOKES	6.020	430.43
74-15867	BETTY	STOKES	2.520	180 18
74-15890	BETTY	STOKES	0.950	67.925
74-179D	BETTY	STOKES	1.900	135.85
74-00441A	PAUL	STOKES	0.015	1.0725
74-15013		STOUT FAMILY TRUST	0.140	10.01
74-00501	CHARLOTTE	STREET	0.180	12.87
74-15802	RICK	SESSIONS	0.039	2.7885
74-15439	LARRY	SVALBERG	0.070	5.005
74-01045	RODGER C	SWANSON	0.930	66.495
74-01782C	RODGER C	SWANSON	0.147	10.5105
74-01828	RODGER C	SWANSON	7.280	520.52
74-16016		THE CLARK FAMILY TRUST	0.040	2.86
74-00588B	KAMI	THIMONS	0.030	2.145
74-16088	DORINE	THOMAS	0.110	7.865
74-16089	DORINE	THOMAS	0.130	9.295
74-16090	DORINE	THOMAS	0.140	10.01
74-14994	KIM	THOMAS	0.740	52.91
74-14995	KIM	THOMAS	1.010	72.215
74-15010	KIM	THOMAS	0.130	9.295
74-15241	KIM	THOMAS	0.500	35.75
74-15245	KIM	THOMAS	0.330	23.595
74-15865	KIM	THOMAS	0.570	40.755
74-15777	LARRY	THOMPSON	0.075	5.3625
74-15783	LARRY	THOMPSON	0.023	1.6588
74-00810	JOANNE	TINGLE	1.040	74.36
74-15443	JOANNE	TINGLE	0.120	8 58
74-0970B	DANIEL	TONSMEIRE	0.280	20.02
74-00965	FRAN	TONSMEIRE	0.480	34.32
74-00970C	FRAN	TONSMEIRE	0 330	23.595
74-01033	FRAN	TONSMEIRE	5.490	392.535
74-01034	FRAN	TONSMEIRE	0.750	53.625
74-01036	FRAN	TONSMEIRE	1.730	123.695
74-07023	FRAN	TONSMEIRE	0.240	17.16
74-07096	FRAN	TONSMEIRE	2.220	158.73
74-07140	FRAN	TONSMEIRE	0.800	57.2
74-14986	FRAN	TONSMEIRE	0.090	6.435
74-01051		TONSMEIRE PROPERTIES, LLC	0.460	32.89
74-01049A		TONSMEIRE PROPERTIES, LLC	1 280	91.52
74-01030		TONSMEIRE REVOCABLE TRUST	0.740	52.91
74-01031		TONSMEIRE REVOCABLE TRUST	0.440	31.46
74-00657C	DEBRA	TORSKE	0.080	5.72
74-00438A	JOHN	TRACY	1.320	94.38
74-00445	JOHN	TRACY	0.040	2.86
74-00574	JOHN	TRACY	1.220	87.23
74-07077	JOHN	TRACY	0.780	55.77
74-07079	JOHN	TRACY	1.000	71.5
74-0037	KARL	TYLER	3.350	239.525
74-00382	KARL	TYLER	2.040	145.86
74-0039A	KARL	TYLER	1.150	82.225
74-01065	KARL	TYLER	1.700	121.55

74-01140	KARL	TYLER	0.820	58.63
74-01141	KARL	TYLER	0.650	46.475
74-01142	KARL	TYLER	0.850	60.775
74-01143	KARL	TYLER	2.600	185.9
74-01145	KARL	TYLER	0.880	62 92
74-01146	KARL	TYLER	1.240	88.66
74-01148	KARL	TYLER	6.740	481.91
74-01150	KARL	TYLER	4.940	353.21
74-01151	KARL	TYLER	0.900	64.35
74-01152	KARL	TYLER	5.510	393.965
74-01153	KARL	TYLER	5.570	398.255
74-01154	KARL	TYLER	0.610	43.615
74-01583	KARL	TYLER	1.310	93.665
74-01584	KARL	TYLER	0.730	52.195
74-01586	KARL	TYLER	1.180	84.37
74-01590	KARL	TYLER	0.540	38.61
74-01591	KARL	TYLER	2.300	164.45
74-07039	KARL	TYLER	1.130	80.795
74-00325C	ALLAN	ULERY	0.170	12.155
74-00544B	MICKEY	VERBECK	0.210	15.015
74-00544C	MICKEY	VERBECK	0.050	3.575
74-00603	CONRAD	VITZTHUM	0.030	2.145
74-00700	DON	WADE	0.680	48.62
74-00474	JAMES	WAGNER	0.460	32.89
74-15934	JOSHUA	HOLLOWAY	0.040	2.86
74-15936	ALVIN	YODER	1.870	133.705
74-00733F	ROCKIE	WALKER	0.080	5.72
74-15722	JAMES	WALL	0.030	2.145
74-16080	JAMES	WALL	0.190	13.585
74-16081	JAMES	WALL	0.080	5.72
74-16082	JAMES	WALL	0.080	5.72
74-16083	JAMES	WALL	0.140	10.01
74-00646A	DON	WARD	0.430	30.745
74-07279	DON	WARD	0.200	14 3
74-15518	ROBIN	WATKINS	0.330	23.595
74-00628B	JAMES	WEISS	1.930	137.995
74-00629B	JAMES	WEISS	0 450	32.175
74-00988	JAMES	WEISS	2.820	201.63
74-01137	JAMES	WEISS	5.460	390.39
74-02073	JAMES	WEISS	0.640	45.76
74-02092	JAMES	WEISS	0.130	9.295
74-07101	JAMES	WEISS	0.170	12.155
74-00324K	RULON	WELLARD	0.200	14.3
74-00326C	RULON	WELLARD	0.130	9.295
74-00328C	RULON	WELLARD	0.040	2.86
74-00804	RULON	WELLARD	0.180	12.87
74-00814	RULON	WELLARD	0.250	17.875
74-15444	RULON	WELLARD	0.020	1.43
74-01778A	MICHAEL	WHITSON	0.530	37.895
74-15862	MICHAEL	WHITSON	0.138	9.867
74-00572G	TOM	WHITSON	0.230	16.445
74-01847	BRENT	WILCOX	1.120	80.08
74-15725	BRENT	WILCOX	0.430	30.745
74-00549	GRACE	WILLIAMS	0.020	1 43
74-00551A	GRACE	WILLIAMS	0.350	25.025
74-00207A	KURT	WILLIAMS	0.428	30.602
74-00207B	KURT	WILLIAMS	0.572	40.898
74-00208A	KURT	WILLIAMS	1.500	107.25

74-00208B	KURT	WILLIAMS	2.000	143
74-00213A	KURT	WILLIAMS	0.500	35.75
74-01838	KURT	WILLIAMS	0.520	37.18
74-15016	KURT	WILLIAMS	0.010	0.715
74-01782	MARGARET	WITTE	0.056	4.004
74-15206	DALE	WOLFLEY	0.170	12.155
74-00441B	JOANN	WOLTERS	2.400	171.6
74-15210	FRANKLIN	YANCEY	0.680	48.62
74-15995		CYCLONE CATTLE & LAND CO	0.020	1.43
74-02047		CYCLONE CATTLE & LAND CO	0.090	6.435
74-00860B	CHAD	ZENS	0.530	37.895
				0
			748.360	53507.74

MEMORANDUM

DATE: **March 31, 2022**

FROM: **Debbi Judd**

TO: **Water Right Files: 74-120B & 74-2183A**

RE: **Change of Ownership**

==========

On December 22, 2021, Rohn R. Nelson and Lori A. Nelson submitted a Notice of Change of Ownership for water rights 74-120B & 74-2183A. Based on the legal description of the property on the warranty deed and the water right shapes in ArcMap the ownership of the water rights was updated. On March 10, 2022, the Department received a letter from Kirk Klemmer questioning the ownership change. After further review it was determined that the water right shapes appear to have been updated to the incorrect property. The ownership change has been reversed, but the shape has not been updated. See claim file.

Rohn & Lori Nelson

From: Adamson, Jared <Jared.Adamson@idwr.idaho.gov>
Sent: Friday, April 08, 2022 7:16 AM
To: MTA
Subject: RE: Water Right Purchase Info
Attachments: application-for-permit.pdf; application-for-permit-instructions.pdf

My apologies, forgot to attach the application for permit for a new water right in the last email.

-----Original Message-----
From: MTA <fullcurl@mtaonline.net>
Sent: Thursday, April 7, 2022 12:26 AM
To: Adamson, Jared <Jared.Adamson@idwr.idaho.gov>
Subject: Water Right Purchase Info

Hey Jarod,
Thanks for the informative Email you sent. I appreciate your time and assistance. Looks like I got misled on that purchase. Could you send me some information regarding what options I may have to purchase a water right from Kirk Klemmer? Is it possible? Can a partial or split water right be purchased? How is value determined? What is the process? etc.

'd like to know what options are even available, if any, before I give him a call. I do not have high expectations of him being willing to sell a water right, since he likely thinks I was trying to steal his water rights, based on erroneous shape file locations, but I don't have anything to lose. Thanks again, and thanks in advance.

Respectfully,

Rohn Nelson
3800 East Ruth Drive
Wasilla, AK 99664
(907) 982-5551

Exhibit 2.21

Rohn & Lori Nelson

From: Adamson, Jared <Jared.Adamson@idwr.idaho.gov>
Sent: Friday, April 08, 2022 7:15 AM
To: MTA
Subject: RE: Water Right Purchase Info
Attachments: application-for-transfer-of-a-water-right.pdf; application-for-transfer-of-a-water-right-instructions.pdf

Hi Rohn,

My apologies for the delay in my response, I was out of the office yesterday. It is possible to purchase a water right or a portion of a water right from someone who is willing to sell. Attached is a transfer application form, this application is what you would need to submit to move the portion of water right you purchased on to your property. I have also attached the instructions for the application. Unfortunately, I am not up to speed on values of water rights and how these values are determined.

Now the process. Most times, when someone purchases a water right, the purchase is contingent on the approval of the transfer application. This can take place in some form of a purchase agreement. You, the seller, or both can submit the transfer application, depending on how the sell/buying of the water right takes place. The transfer application can take up to 2 months for an initial processing. If the transfer application is just a change in place of use it is not advertised in the local paper. If the application proposes to change the point of diversion it is advertised in the newspaper for 10 days. This allows for other water users to protest the application if they have good reason, i.e., the change will injure their water use. If an application is protested it can delay the processing significantly.

Other options can consist of trying to apply for a new water right. This may be very difficult, like we discussed over the phone. I have taken the liberty of attaching the application for a water permit. Beyond this, would be using ground water from a well, where under Idaho Statute 42-111 (a) you are allowed to use water for in home use, 1/2 acre of irrigation, the watering of livestock, and a limit of 13,000 gallons per day.

I hope that answered you question.

Respectfully,

Jared Adamson
Water Resource Agent, Sr.
Idaho Dept. of Water Resources
900 N Skyline Dr. Ste A
Idaho Falls, Idaho 83402
(208) 525-7161

-----Original Message-----
From: MTA <fullcurl@mtaonline.net>
Sent: Thursday, April 7, 2022 12:26 AM
To: Adamson, Jared <Jared.Adamson@idwr.idaho.gov>
Subject: Water Right Purchase Info

Hey Jarod,
Thanks for the informative Email you sent. I appreciate your time and assistance. Looks like I got misled on that purchase. Could you send me some information regarding what options I may have to purchase a water right from Kirk

Exhibit 2.22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAY 02 2013
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
74-210 A	Yes ☐	74-10092	Yes ☐		Yes ☐
74-734 A	Yes ☐		Yes ☐		Yes ☐
74-734 D	Yes ☐		Yes ☐		Yes ☐
74-734 F	Yes ☐		Yes ☐		Yes ☐
74-10064	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: STEVE BORDEN + MARY ANN BORDEN
   Name of current water right holder claimant

3. New Owner(s)/Claimant(s): RONALD E BYERS
   Name of each new owner as listed on the conveyance document

   New owner continued Name connector ☐ and ☐ or ☐ and/or

   1044 LEMHI RD
   Mailing address

   SALMON | ID | 83467
   City | State | ZIP

   208-303 0315 | rb 57-47@hotmail.com
   Telephone | Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document
   ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner

5. Date you acquired the water rights and/or claims listed above: 9/21/12

6. This form must be signed and submitted with the following **REQUIRED** items:
   - A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   - Filing fee (see instructions for further explanation):
     - ☒ $25 per *undivided* water right.
     - ○ $100 per *split* water right.
     - ○ No fee is required for pending adjudication claims.

7. Signature: Ronald E Byers | | 9/21/12
   Signature of new owner claimant | Title, if applicable | Date

   Signature: | | |
   Signature of new owner claimant | Title, if applicable | Date

For IDWR Office Use Only:

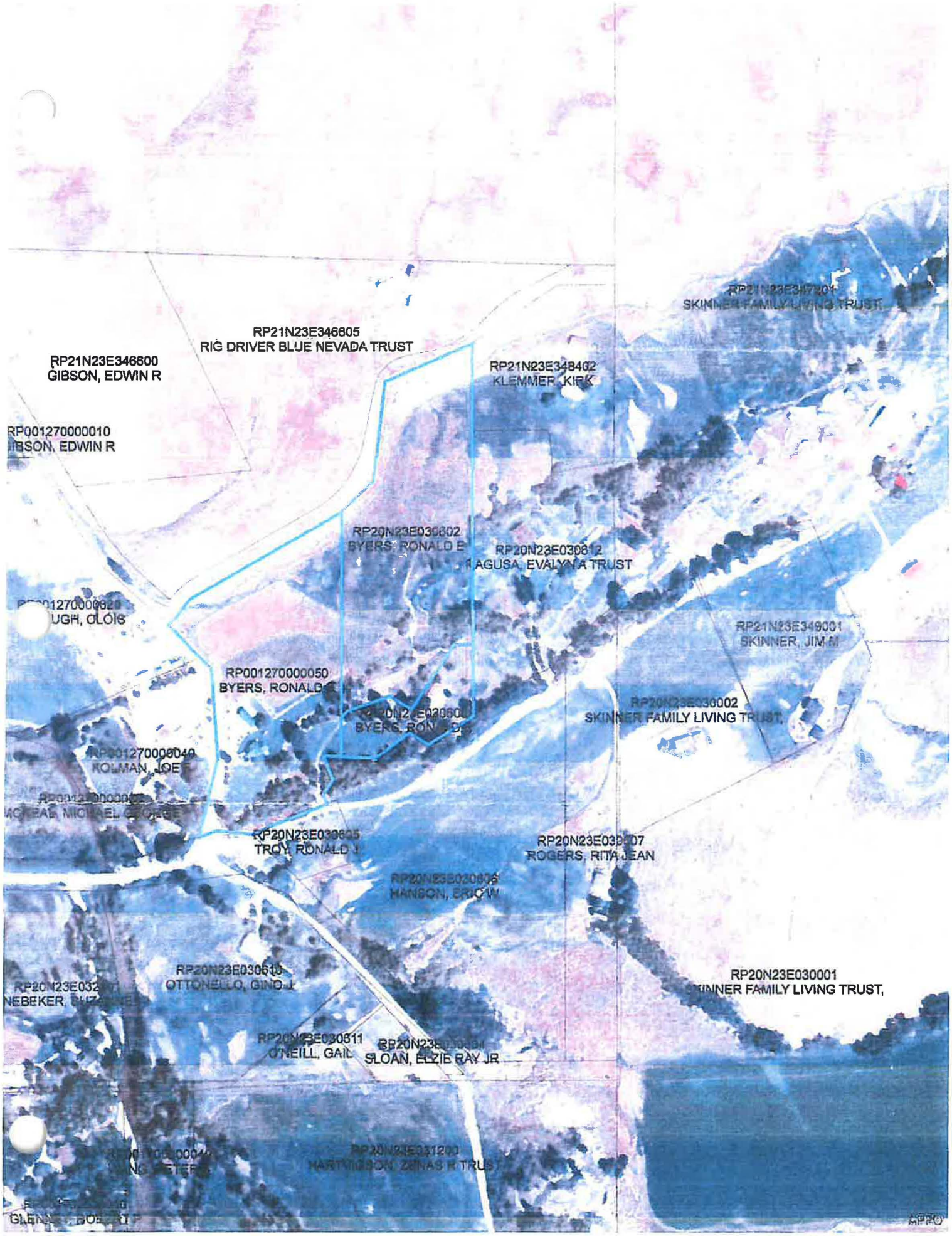
Receipted by BW Date 5-2-2013 Receipt No 5033226 Receipt Amt

Approved by Processed by Date

Form 42-248/42-1409(6) Rev. 07/10

Exhibit 2.23

SUPPORT DATA
IN FILE # 74-210A


RP21N23E346605
RIG DRIVER BLUE NEVADA TRUST
RP21N23E346600
GIBSON, EDWIN R
RP21N23E348402
KLEMMER, KIRK
RP001270000010
GIBSON, EDWIN R
RP20N23E030602
BYERS, RONALD E
RP20N23E030612
AGUSA, EVALYN A TRUST
RP21N23E349001
SKINNER, JIM M
RP001270000050
BYERS, RONALD
RP20N23E030002
SKINNER FAMILY LIVING TRUST,
RP001270000049
KOLMAN, JOE F
RP20N23E030605
TROY, RONALD J
RP20N23E030607
ROGERS, RITA JEAN
RP20N23E030606
HANSON, ERIC W
RP20N23E030610
OTTONELLO, GINO J
RP20N23E030001
SKINNER FAMILY LIVING TRUST,
RP20N23E030611
O'NEILL, GAIL
SLOAN, ELZIE RAY JR

Instrument # 291630 # Pages: 2
LEMHI COUNTY, Idaho
Oct 11, 2012 10:27:23 am Fee: $ 13.00
For: ALLIANCE TITLE
TERRI J. MORTON, Recorder
BARMSTRONG, Deput

WARRANTY DEED

ATEC Order No.:151773

FOR VALUE RECEIVED

Steven T. Borden and Mary Ann C. Borden, Trustees of the Borden Family Trust, dated February 28, 2006

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Ronald E. Byers a single man

whose current address is

1044 Lemhi Road
Salmon, ID 83467

the grantee(s), the following described premises, in Lemhi County, Idaho, TO WIT:

Parcel I:

Lot 5 of Sunny Acres Subdivision according to the official plat thereof, file for record in Book 5 at Page No. 7, Records of Lemhi County, Idaho.

Parcel II:

A fraction of the southwest quarter southeast quarter of Section 34, Township 21 North, Range 23 East, and of Lot 2, Section 3, Township 20 North, Range 23 East, Boise Meridian, Lemhi County, Idaho, more particularly described follows to wit:

Commencing at the northeast corner of the southwest quarter southeast quarter of said section 34, run thence S. 66° 28' W., a distance of 482.65 feet to the point of beginning which lies on the southeasterly right of way line of Wimpey Creek Road; thence south, 945.95 feet; thence west, 61.16 feet; thence S. 32° 39' 27" W., 242.87 feet; thence N. 58° 39' 23" W., 79.98 feet; Thence S. 70° 52' 07" W., 139.50 feet; Thence S. 41° 45' 37" W., 26.85 feet; thence N. 650.0 feet to a point on the southeasterly right of way line of Wimpey Creek Road; continue thence along said right of way line N. 47° 50' E., 139.27 feet; thence N. 6° 28' E., 312.83 feet; thence N. 66° 07' E., 297.19 feet to the point of beginning.

Together with:

An easement for private vehicular and utility access appurtenant to Parcel I; A strip of land 30 feet wide, parallel and north of the south westerly lines of said parcel. Said lines having the bearing and distances as follows: N. 41° 45' 37" E., 26.85 feet; thence N. 70° 52' 07" E., 139.50 feet;

A fraction of Lot 2, Section 3, Township 20 North, Range 23 East, Boise Meridian, Lemhi County, Idaho, more particularly described as follows, to wit:

Commencing at the northeast corner of the southwest quarter southeast quarter of Section 34, Township 21 North, Range 23 East, Boise Meridian, run thence S. 17° 59' 17" W., 1432.91 feet to the point of beginning and the northeast corner of the tract of land herein described. Run thence south 224.21 feet to the corner of the south branch of Wimpy Creek, thence along the creek run S. 57° 09' W., 167.67 feet; thence N. 57° 21' W., 69.24 feet; thence S. 53° 50' W., 132.50 feet; thence N. 87° 07' W., 104.21 feet; thence north 122.14 feet; thence N. 41° 45' 37" E., 26.85 feet; thence N. 70° 52' 07" E., 139.50 feet; thence S. 58° 39' 23" E., 79.98 feet; thence N. 32° 39' 27" E., 242.87 feet; thence east 61.16 feet to the point of beginning.

The following right of way shall be retained for the private vehicular and utility access of said parcel: a strip of land 30 feet wide, parallel, and north of the northwesterly lines of said parcel, said lines having the bearing and distances as follows: N. 41° 45' 37" E., 26.85 feet; thence N. 70° 52' 07" E. 139.50 feet;

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 9/21/12

Trustee

Steven T. Borden

State of Idaho) ss.
County of Lemhi)

On this 21st day of Sept 2012, before me, Laurie M Santee, a Notary Public in and for said state, personally appeared Steven T Borden known or identified to me to be the person whose name is subscribed to the foregoing instrument as trustee of the Borden Family Trust, dated February 28, 2006, and acknowledged to me that he executed the same as Trustee.

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

Laurie M Santee
Notary Public for the State of ID
Residing at: Salmon
Commission Expires: 6-19-2013

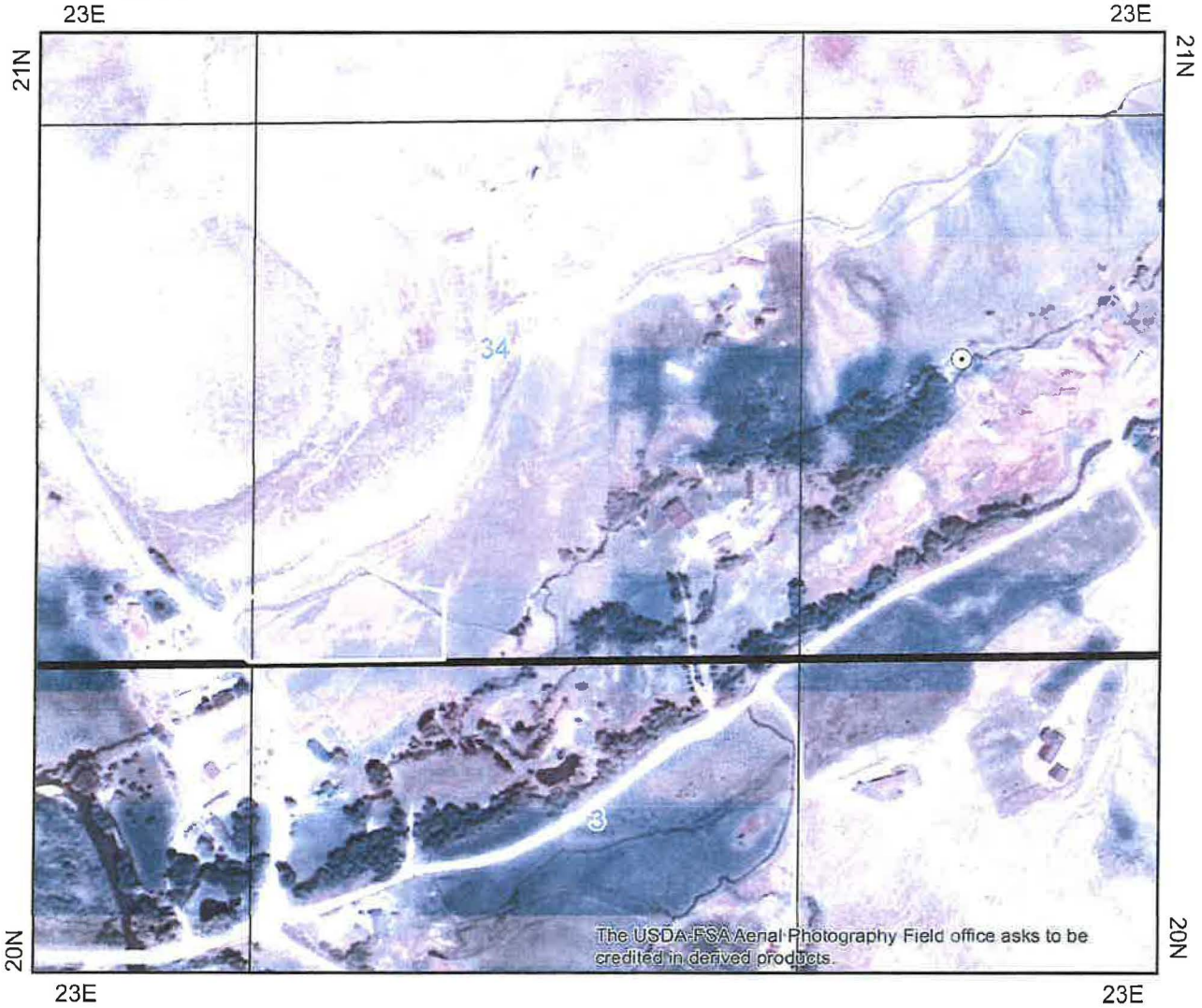
State of Idaho
Department of Water Resources

Water Right

74-210A

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



⊙ Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.05 0.1 0.2 Miles

N

Map produced on April 09, 2022

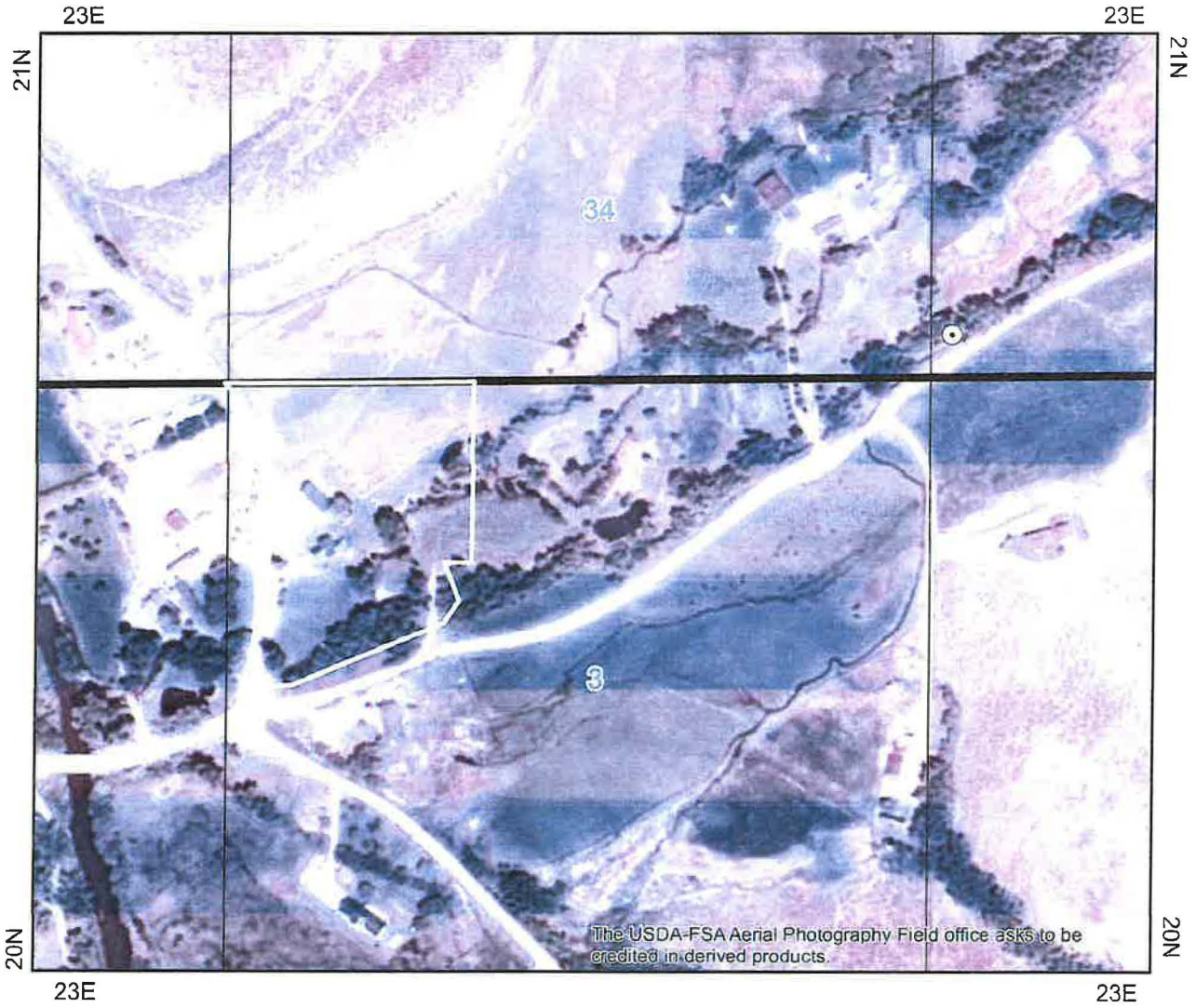
State of Idaho
Department of Water Resources

Water Right

74-734A

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



⊙ Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.04 0.08 0.16 Miles

N

Map produced on April 09, 2022

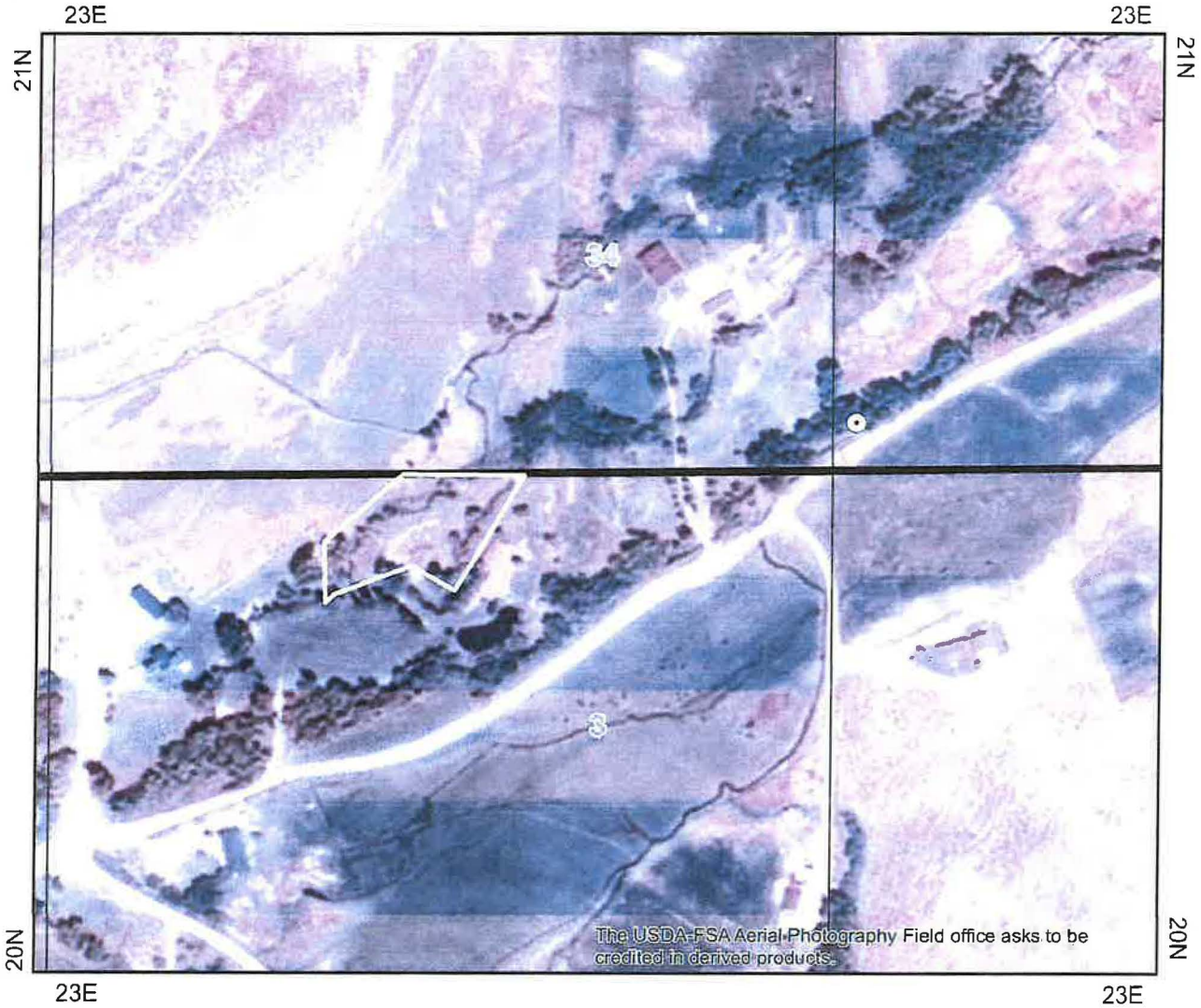
State of Idaho
Department of Water Resources

Water Right

74-734D

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



⊙ Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.035 0.07 0.14 Miles

N

Map produced on April 09, 2022

State of Idaho
Department of Water Resources

Water Right

74-734F

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



⊙ Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.035 0.07 0.14 Miles

N

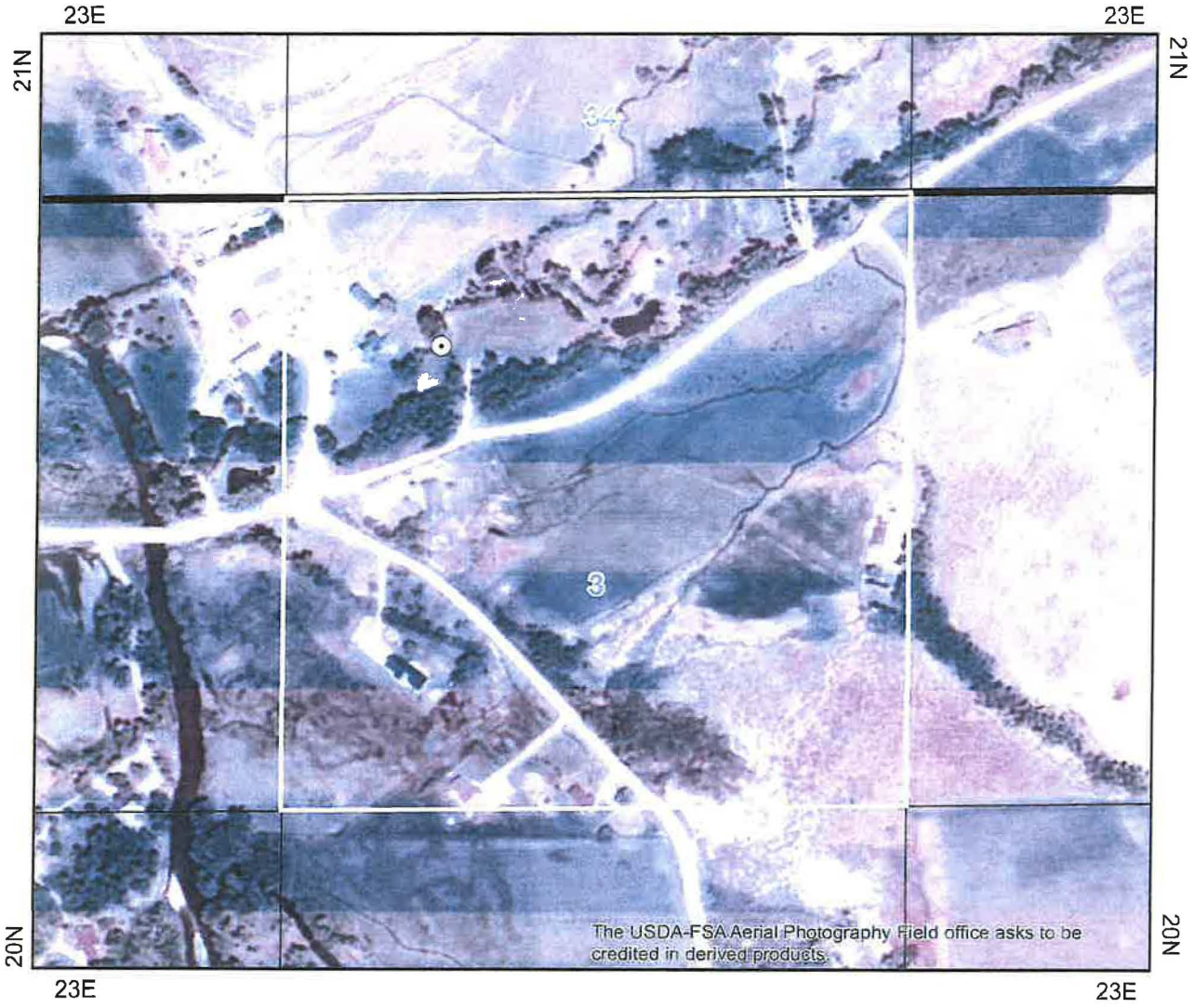
Map produced on April 09, 2022

State of Idaho
Department of Water Resources

Water Right
74-10064

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



⊙ Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.045 0.09 0.18 Miles

N

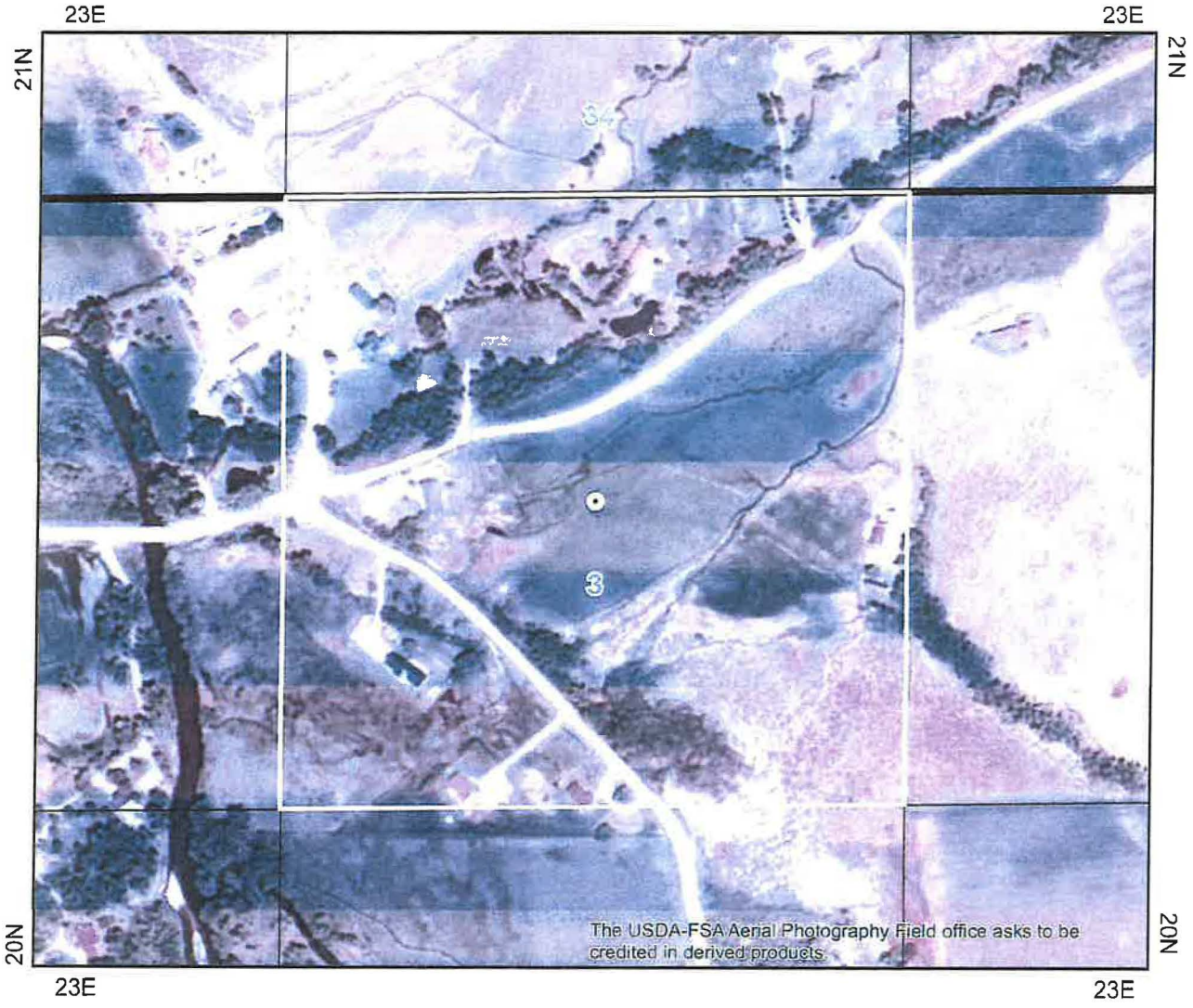
Map produced on April 18, 2022

State of Idaho
Department of Water Resources

Water Right
74-10092

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



⊙ Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.045 0.09 0.18 Miles

N

Map produced on April 18, 2022

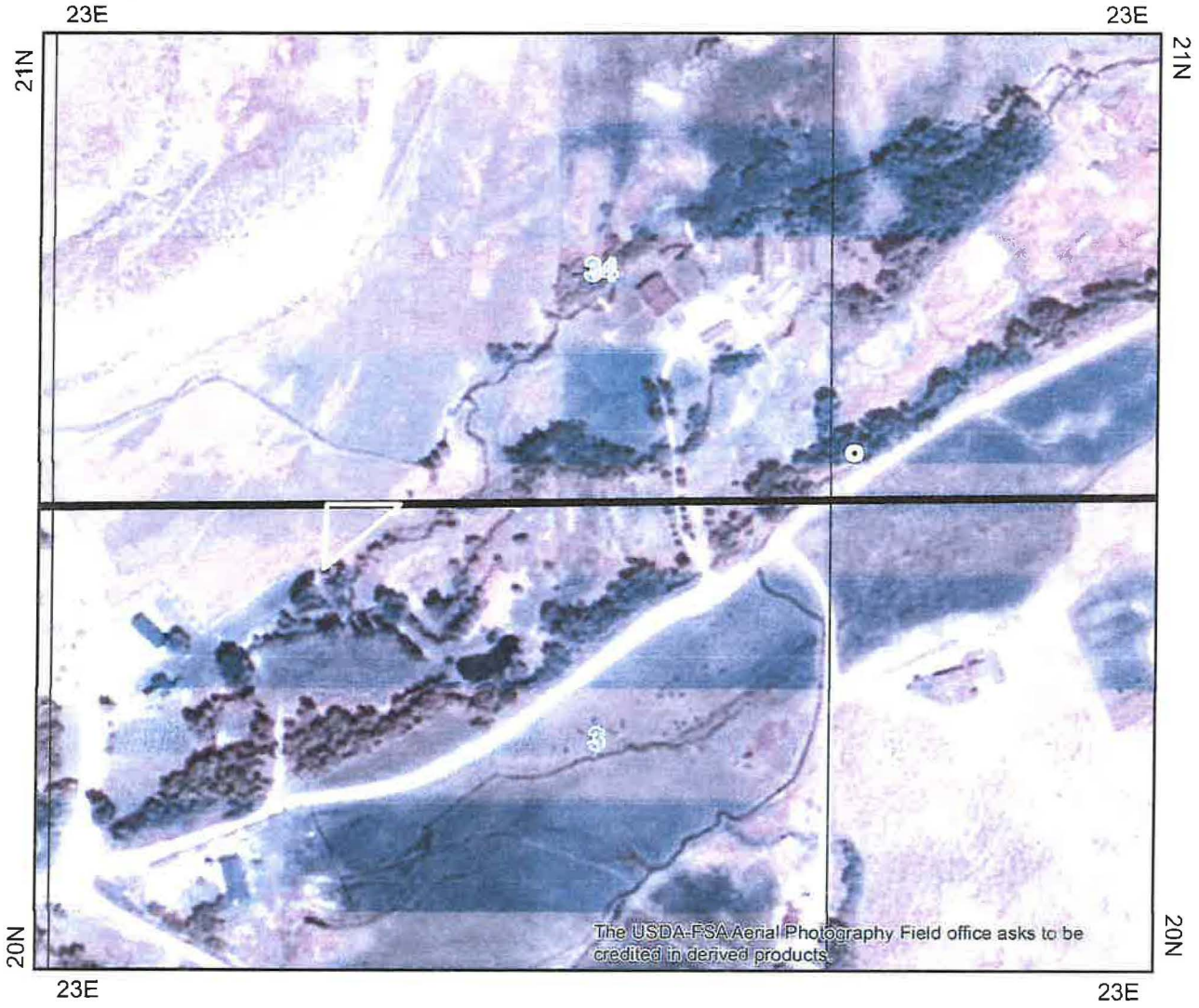
State of Idaho
Department of Water Resources

Water Right

74-16256

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



⊙ Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.035 0.07 0.14 Miles

Exhibit 2.24

N

Map produced on April 09, 2022

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

Water Right 74-16256

Owner Type	Name and Address
Current Owner	ROHN R NELSON 3800 E RUTH DR WASILLA, AK 99654-7537 (907) 982-5551
Current Owner	LORI A NELSON 3800 E RUTH DR WASILLA, AK 99654-7537 (907) 982-5551

Priority Date: 4/1/1912
Basis: Decreed
Status: Active DRAFT

Source	Tributary
WIMPEY CREEK	LEMHI RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	0.010 CFS	
	Total Diversion		0.010 CFS	

Source and Point(s) of Diversion

WIMPEY CREEK SESE Sec. 34, Twp 21N, Rge 23E, LEMHI County

Place Of Use

IRRIGATION within LEMHI County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
20N	23E	3		0.2 L2															0.2

POU Total Acres: 0.2

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. The actual diversion rate is 0.003 cfs.

Comments:

1. djudd 1/6/2022 Split Right
This right is the result of split from 74-734D due to change in ownership.

2. djudd 1/6/2022 POU

Updated Shape

Dates and Other Information
Decreed Date: 7/9/2007
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: AND
Water District Number: 74
Mitigation Plan: False

Combined Use Limits
N/A

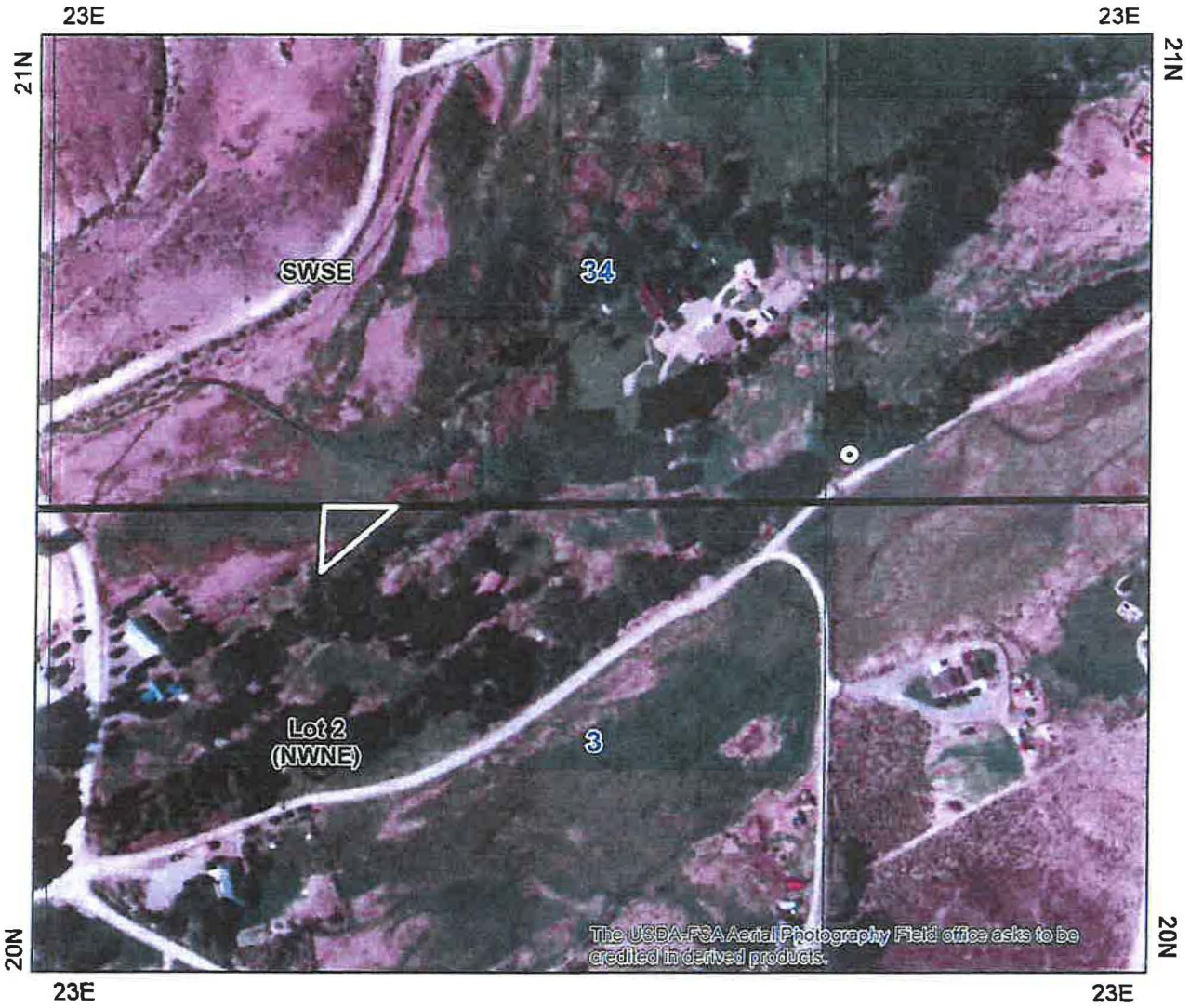
SubCase:
N/A

Water Supply Bank:
N/A

State of Idaho
Department of Water Resources

Water Right License

74-16256



⊙ Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.035 0.07 0.14 Miles

N

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT REPORT

4/18/2022

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 74-16256

Owner Type	Name and Address
Current Owner	LORI A NELSON
Current Owner	ROHN R NELSON 3800 E RUTH DR WASILLA, AK 99654-7537 9079825551
Original Owner	CHARLOTTE KORNELL
Original Owner	WILLIAM KORNELL PO BOX 521 SALMON, ID 83467
Original Owner	KEN DEARDEN
Original Owner	LAJEAN DEARDEN RT 1 BOX 27-B SALMON, ID 83467 2087562953
Original Owner	DENNIS P SELPH
Original Owner	SANDRA A SELPH RT 1 BOX 27B SALMON, ID 83467 2087564963

Priority Date: 04/01/1912

Basis: Decreed

Status: Active

Source	Tributary
WIMPEY CREEK	LEMHI RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/15	11/15	0.01 CFS	
Total Diversion			0.01 CFS	

Location of Point(s) of Diversion:

WIMPEY CREEK | SESE | Sec. 34 | Township 21N | Range 23E | LEMHI County

Place(s) of use:

Place of Use Legal Description: IRRIGATION LEMHI County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
20N	23E	3	2	NWNE	0.2									

Total Acres: 0.2

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. The actual diversion rate is 0.003 cfs.

Dates:

Licensed Date:

Decreed Date: 07/09/2007

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector: AND

Water District Number: 74

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plantiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

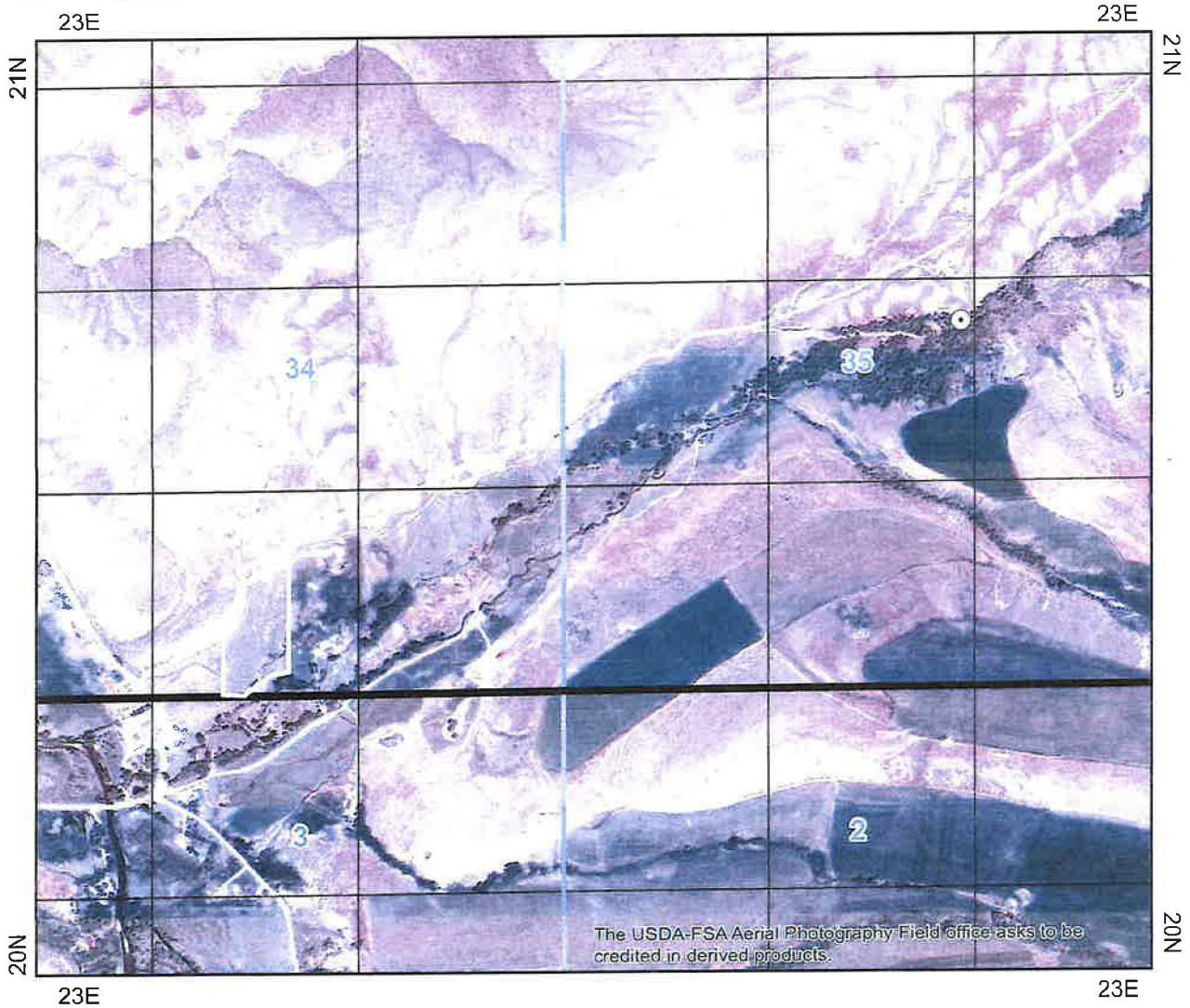
Mitigation Plan: False

State of Idaho
Department of Water Resources

Water Right
74-2183A

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



⊙ Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.125 0.25 0.5 Miles

Exhibit 2.25

N

Map produced on December 16, 2021

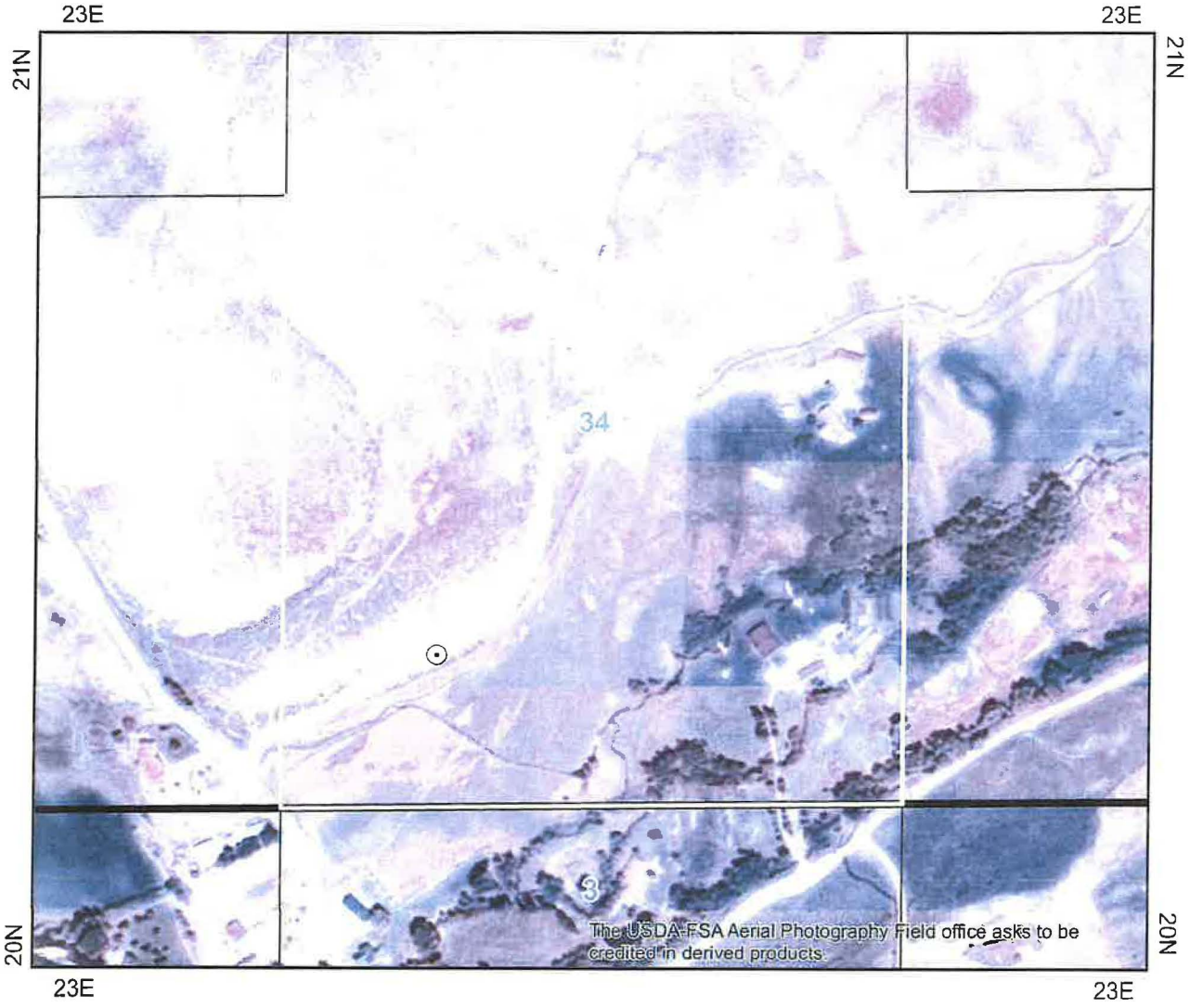
State of Idaho
Department of Water Resources

Water Right

74-10160

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



⊙ Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.045 0.09 0.18 Miles

N

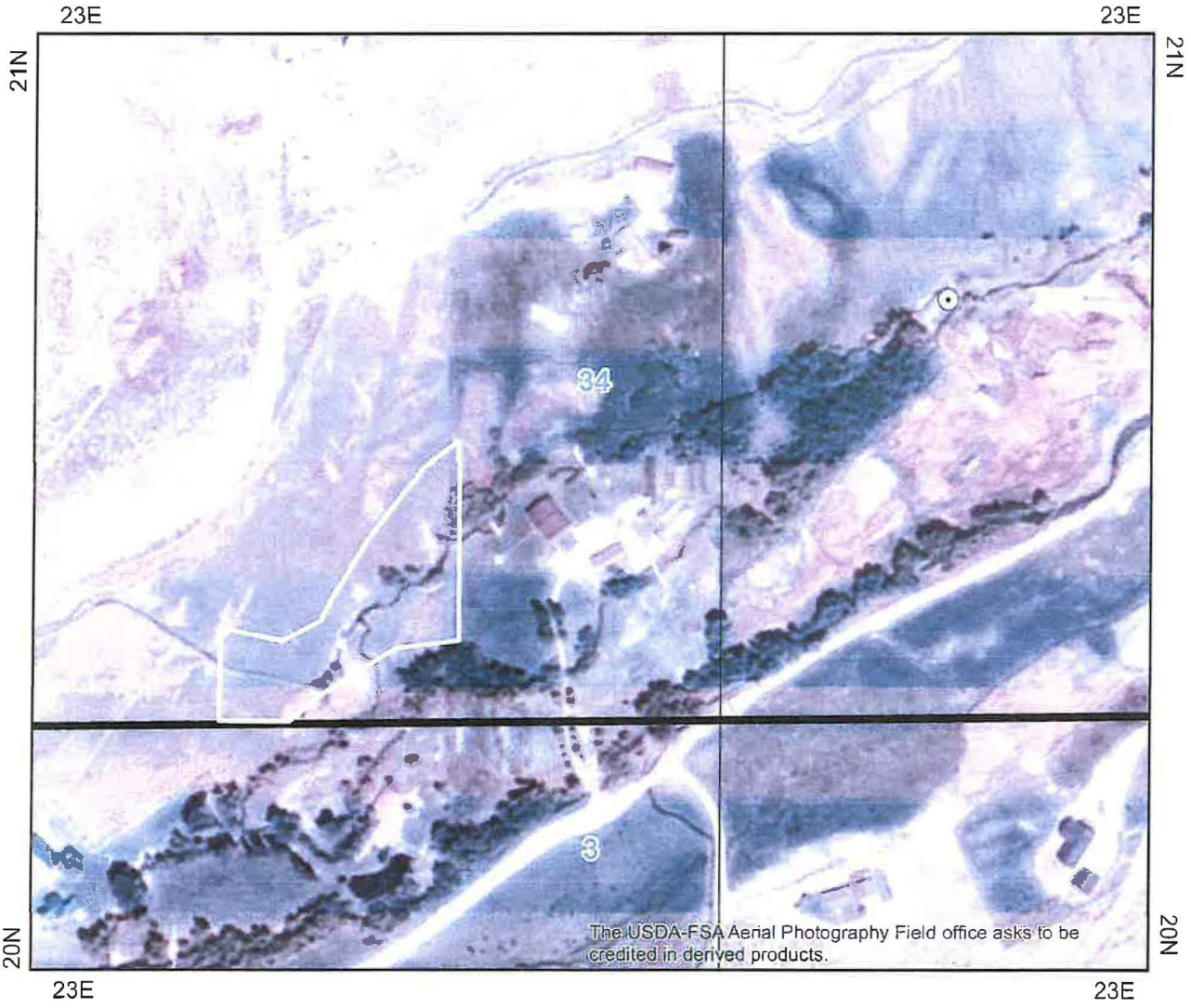
Map produced on April 18, 2022

State of Idaho
Department of Water Resources

Water Right
74-210B

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.035 0.07 0.14 Miles

N

Map produced on December 16, 2021

03/16/2004

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 74-210B

NAME AND ADDRESS: TINA KLEMMER
PO BOX 122
SALMON ID 83467

KIRK KLEMMER
PO BOX 122
SALMON ID 83467

SOURCE: WIMPEY CREEK TRIBUTARY: LEMHI RIVER

QUANTITY: 0.050 CFS

PRIORITY DATE: 05/01/1891

POINT OF DIVERSION:

T21N R23E S34 SESE Within LEMHI County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03/15 11/15	0.050 CFS

PLACE OF USE: IRRIGATION Within LEMHI County

T21N R23E S34 SWSE 2.0

2 ACRES TOTAL

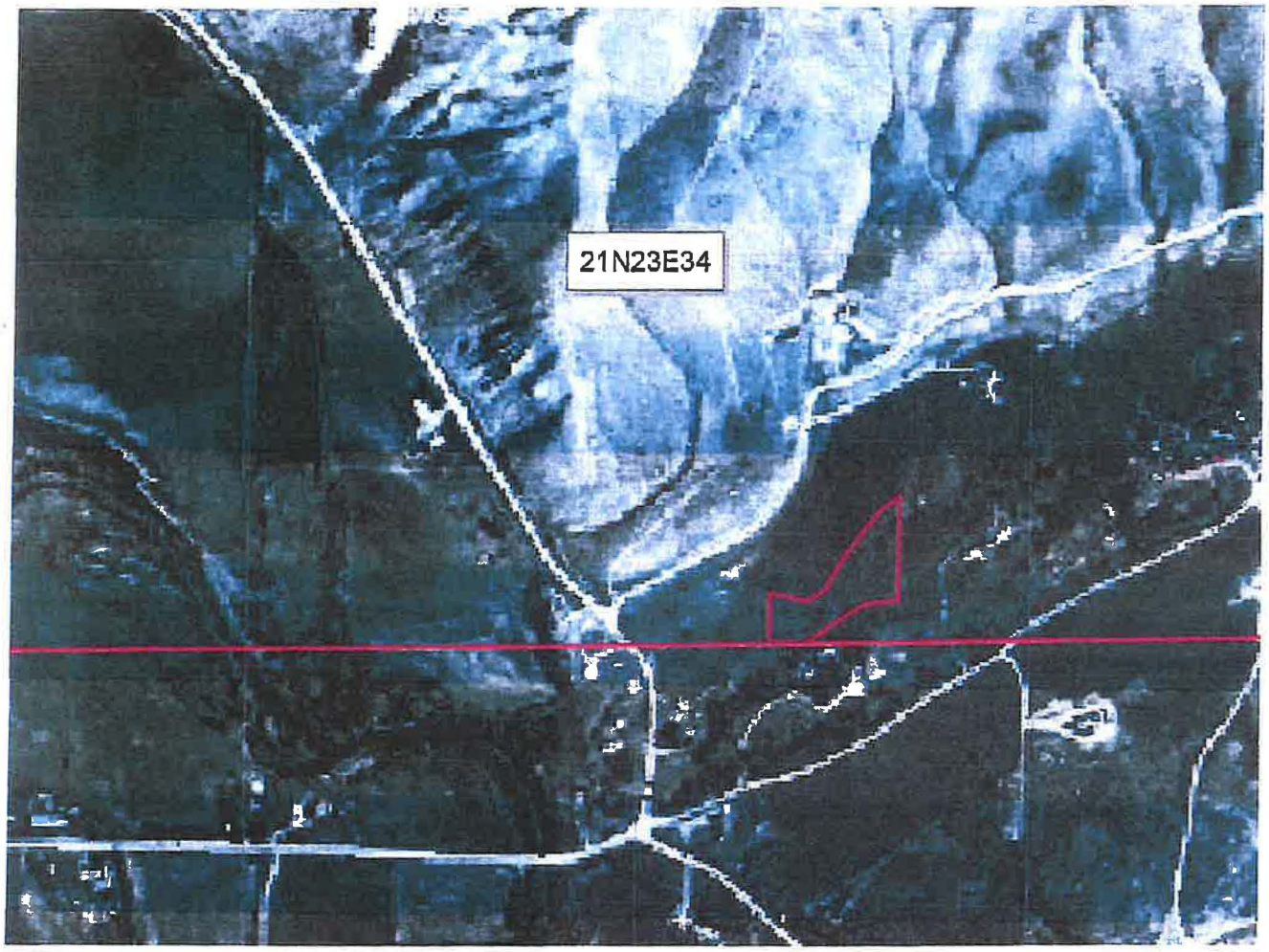
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: Decreed

Exhibit 2.26

Idaho Dept. of Water Resources
Water Right No. 74-00210B
Kirk and Tina Klemmer



0.1 0 0.1 0.2 Miles

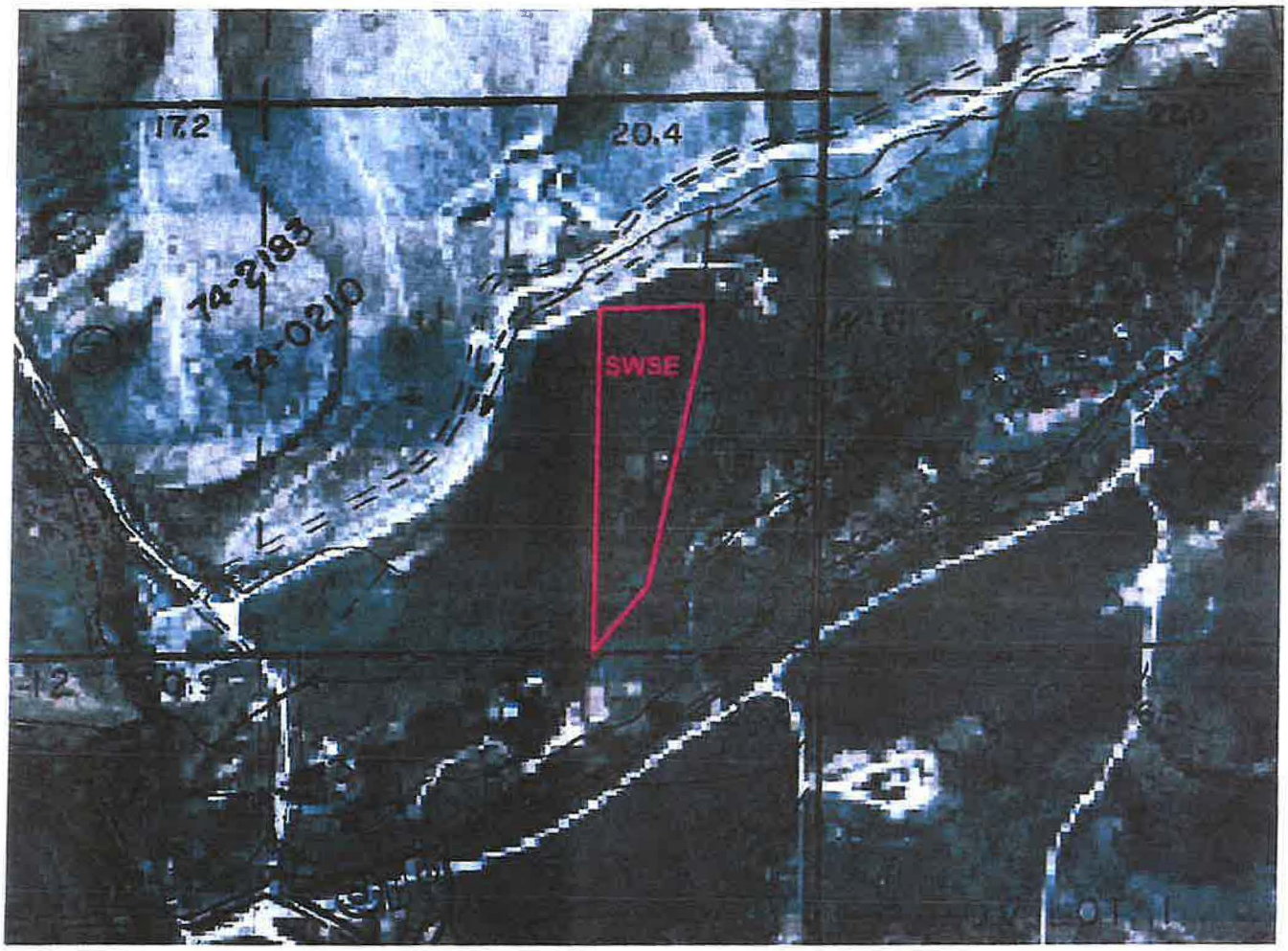
74-00210B

N

GIS Presentation
Prepared by R. Brown
March 16, 2004
1993/94 Aerial Photography

Idaho Department of Water Resources

A74-210B



500 0 500 1000 1500 2000 Feet

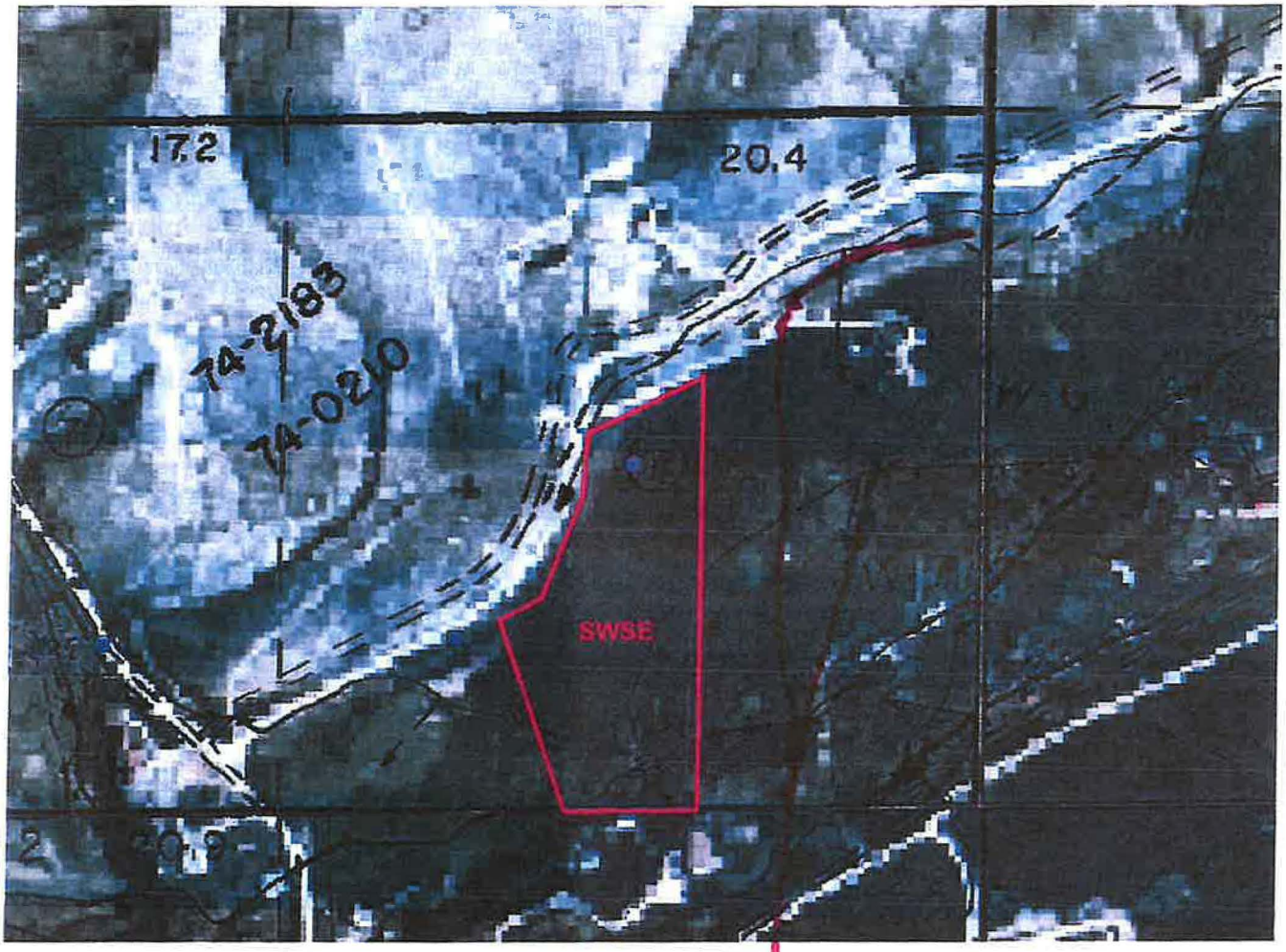
T21N, R23E, S34

N
W E
S

Prepared by Anita Warntjes
November 18, 2002
1993/94 True Color Aerial Photo

Idaho Department of Water Resources

A74-00210B



1000 0 1000 Feet

T21N, R23E, S34

N
W E
S

Klemmer
I'll get a plat of this property

Prepared by Anita Warntjes
November 18, 2002
1993/94 True Color Aerial Photo

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 74-210B

WATER RIGHT NUMBER: 74-210B

Owner Type	Name and Address
Original Owner	CHARLOTTE KORNELL PO BOX 521 SALMON, ID 83467
Current Owner	TINA KLEMMER PO BOX 122 SALMON, ID 83467 (208)756-2431
Current Owner	KIRK KLEMMER PO BOX 122 SALMON, ID 83467 (208)756-2431
Original Owner	WILLIAM KORNELL PO BOX 521 SALMON, ID 83467

Priority Date: 05/01/1891

Basis: Decreed

Status: Active

Source	Tributary
WIMPEY CREEK	LEMHI RIVER

Beneficial Use	From To	Diversion Rate	Annual Volume
IRRIGATION	3/15 to 11/15	0.130 CFS	
	Total Diversion:	0.130 CFS ✓	

Location of Point(s) of Diversion

WIMPEY CREEK SE1/4SE1/4 Sec. 34, Twp 21N, Rge 23E, B.M.

LEMHI County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
21N	23E	34															5.0		5.0

Total Acres: 5 ✓

Conditions of Approval:

Remarks:

1. General THIS CLAIM REPRESENTS A PORTION OF DECREED RIGHT 74-00210. CLAIMING 5 ACRES AND 0.13 CFS.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 74-210B

Dates and Other Information:

Claim Received Date: 4/26/1990
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector: AND
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

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

IN RE THE GENERAL ADJUDICATION OF RIGHTS TO THE USE OF WATER FROM THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A74-00210B
Date Received: 4/26/1990
Receipt No: X999999
Received By: AB

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

1. Name: KIRK KLEMMER 208-756-2431
   Address: P.O. BOX 122
   SALMON, ID 83467
   AND/OR
   Name: TINA KLEMMER 208-756-2431
   Address: P.O. BOX 122
   SALMON, ID 83467

A7400210B

2. Date of Priority: MAY 01, 1891

3. Source: WIMPEY CREEK Trib. to: LEMHI RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
21N	23E	34	SE SE		LEMHI

5. Description of diverting works:
   DITCH FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.130		

7. Total Quantity Appropriated is:
   0.130 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 12.5 Acre Feet Per Annum.

9. Non-irrigation uses:

MICROFILMED
DEC 14 1992

10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
21N	23E	34	SW	SE		IRR	5.0
						Section Acres	5.0
						Total Acres	5.0

11. Place of use in counties: LEMHI

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
    74-02183A

14. Remarks:
    THIS CLAIM REPRESENTS A PORTION OF DECREED RIGHT 74-00210.
    CLAIMING 5 ACRES AND 0.13 CFS.

15. Basis of Claim: DECREED
    Case Number:
    Court :
    Decree date:

Decree Plaintiff vs Decree Defendant

MICROFILMED
DEC 14 1992

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do ____ do not ____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Linda K Kemmu Date: 4/26/90

_____ Date: _____

State of Idaho)
) SS.
County of Lemhi)

Subscribed and sworn (or affirmed) before me this 26th day of April 1990

Anna Baumhoff
Notary Public

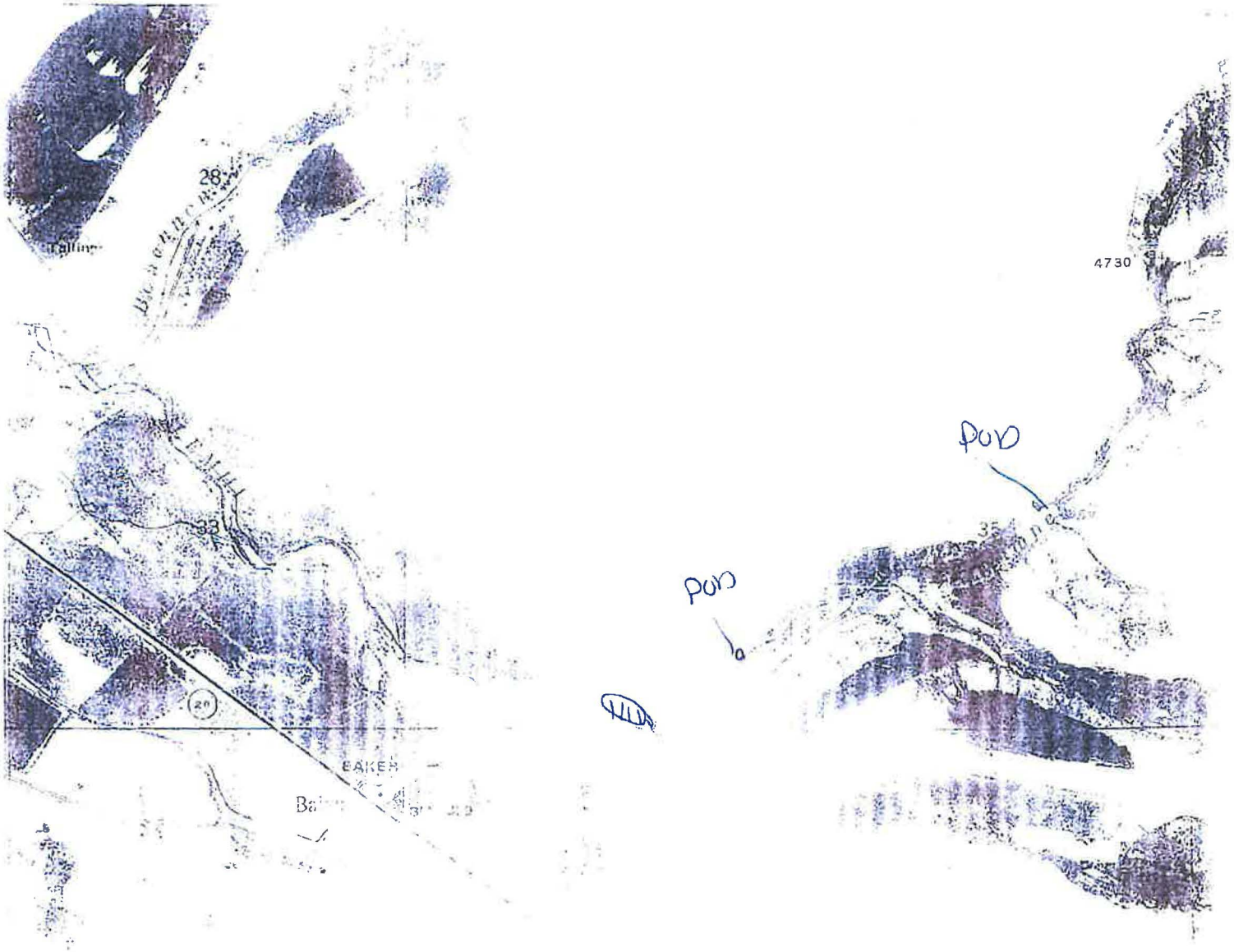
Seal

Residing at _____

My Commission Expires: Anna Baumhoff, Notary Public Residing at Boise, Idaho My Commission Expires December 7, 1994

MICROFILMED
DEC 14 1992

UNIT
PARTMENT
FOREST SERV
INTERMOUNTAIN R



21N

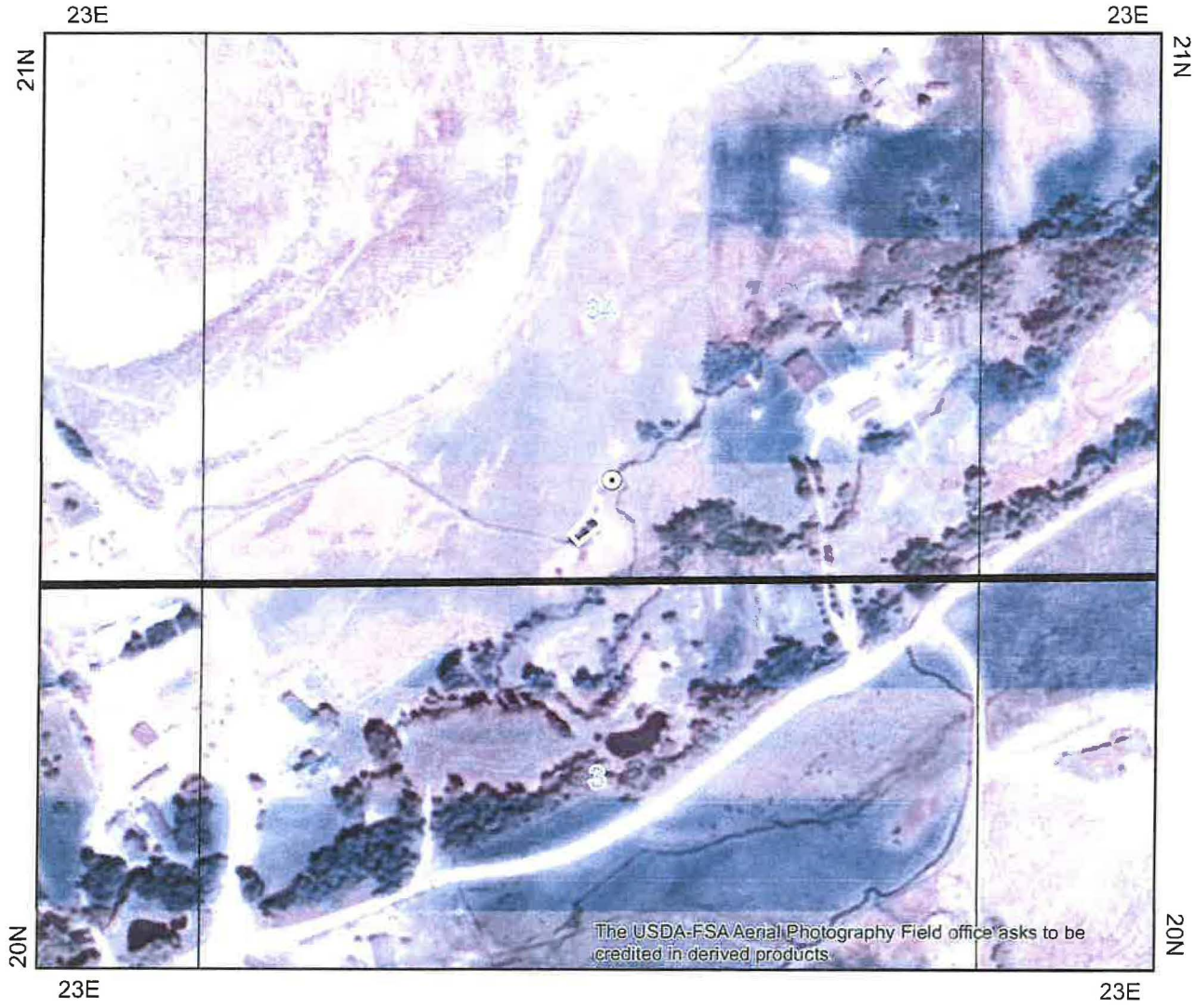
MICROFILMED
DEC 14 1992

State of Idaho
Department of Water Resources

Water Right
74-15842

FISH PROPAGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



⊙ Point of Diversion

Place Of Use Boundary

Townships

PLS Sections

Quarter Quarters

0 0.035 0.07 0.14 Miles

Exhibit 2.27

N

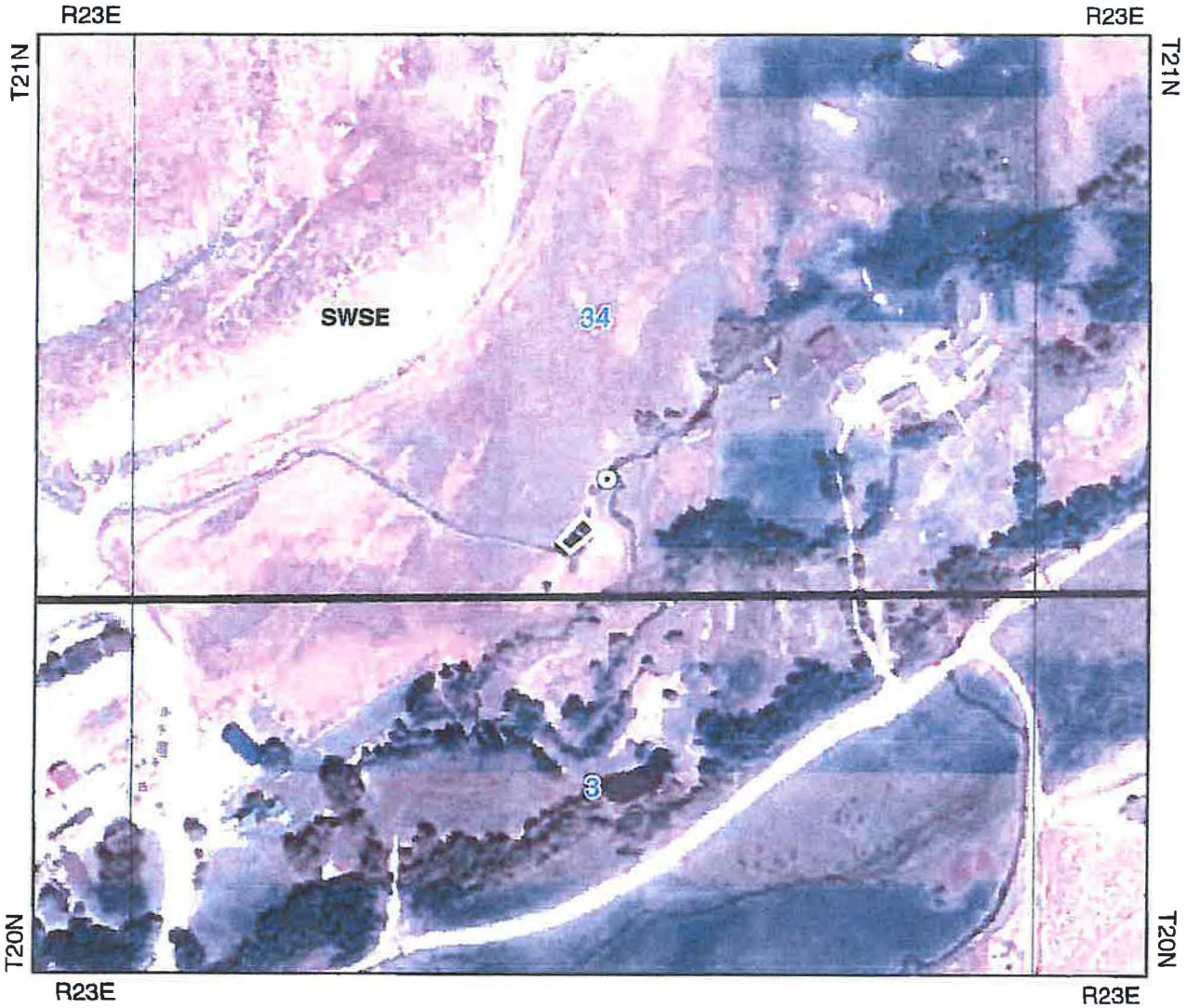
Map produced on April 19, 2022

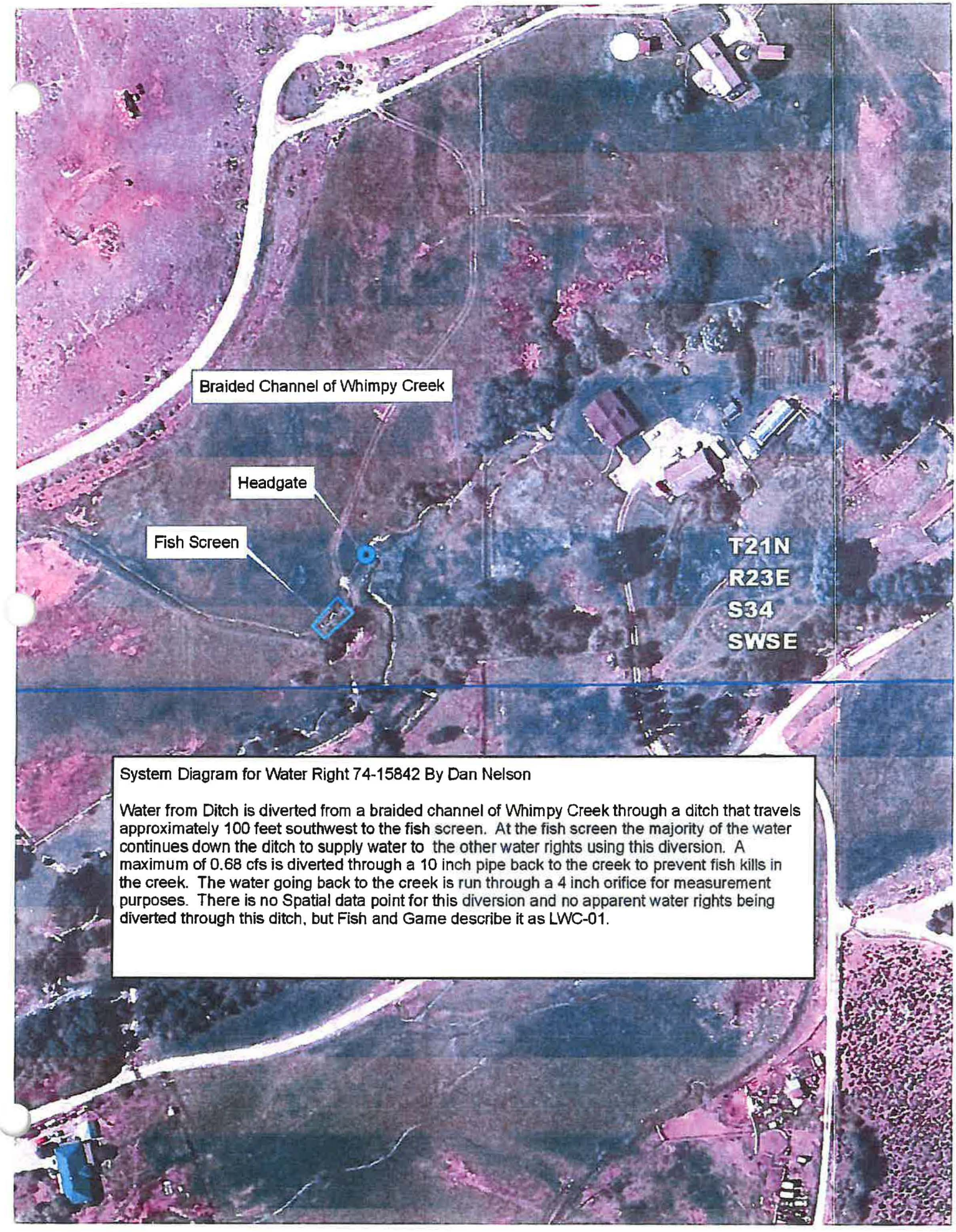
State of Idaho
Department of Water Resources

Field Exam Map

74-15842

This map depicts the FISH PROPAGATION place of use boundary for this water right at the time of this approval and is attached to the approval document solely for illustrative purposes.





System Diagram for Water Right 74-15842 By Dan Nelson

Water from Ditch is diverted from a braided channel of Whimpy Creek through a ditch that travels approximately 100 feet southwest to the fish screen. At the fish screen the majority of the water continues down the ditch to supply water to the other water rights using this diversion. A maximum of 0.68 cfs is diverted through a 10 inch pipe back to the creek to prevent fish kills in the creek. The water going back to the creek is run through a 4 inch orifice for measurement purposes. There is no Spatial data point for this diversion and no apparent water rights being diverted through this ditch, but Fish and Game describe it as LWC-01.

PHOTOGRAPHER AND DATE OF PHOTOS DANIEL A NELSON 5/21/2012

FILE NUMBER 74-15841



The photo above shows the headgate for this permit.



This is a photo of the fish screen for this water right.

Henman, Christina

From: Yenter, Cindy
Sent: Friday, June 12, 2020 11:12 AM
To: Henman, Christina
Cc: Cefalo, James
Subject: Eric Miller 74-16233

Rick Sager and Mr. Miller have been talking with Marlene Gibson and Rick hopes to convince her to withdraw her protest. I have asked to go look at the POD because there is something goofy about the Wimpey 1 diversion. IDFG questioned the source and thought it should be waste water, but then IDFG did not protest. Still I think there's enough question there that I will go see for myself.

If you can hold off on PHC for now we'll let you know what transpires.

Cindy Yenter
Idaho Dept of Water Resources
Salmon Field Office
102 S Warpath, Salmon ID 83467
cindy.yenter@idwr.idaho.gov
208-742-0655
208-731-0901 cell

Exhibit 2.28

Henman, Christina

From: Yenter, Cindy
Sent: Monday, June 15, 2020 12:15 PM
To: Cefalo, James
Cc: Henman, Christina
Subject: Additional info Eric Miller application 74-16233

On Friday June 12 I conducted a site visit at wimpey creek relative to this application. IDFG had raised questions regarding both the source and location of the POD.

The WMP1 diversion is from a natural side channel of Wimpey Creek which is not a ditch or a drain. IDFG's conclusion that the source shold be classified as waste water is not correct. The new diversion will be from Wimpey Creek.

In 2008, IDFG installed a fish screen on the WMP1 diversion. There was not a suitable site for a screen near the original point of diversion in SESE Sec 34, so the dversion was moved downstream and into SWSE Sec 34. The POD on the IDFG water right 74-15842 is at the new diversion location, but PODs on five water rights at the old diversion were never addressed so they remain in SESE Sec 34. There also appear to be at least 2 water users from the original diversion who are now above the diversion and are likely diverting at pumps or different ditches not in conformance with their water rights. That is a separate mess, but we should not make it worse by permitting the Miller application at the old POD, which appears on the application.

The Miller application if approved should should show the POD at the new WMP1 diversion in SWSE Sec 34.

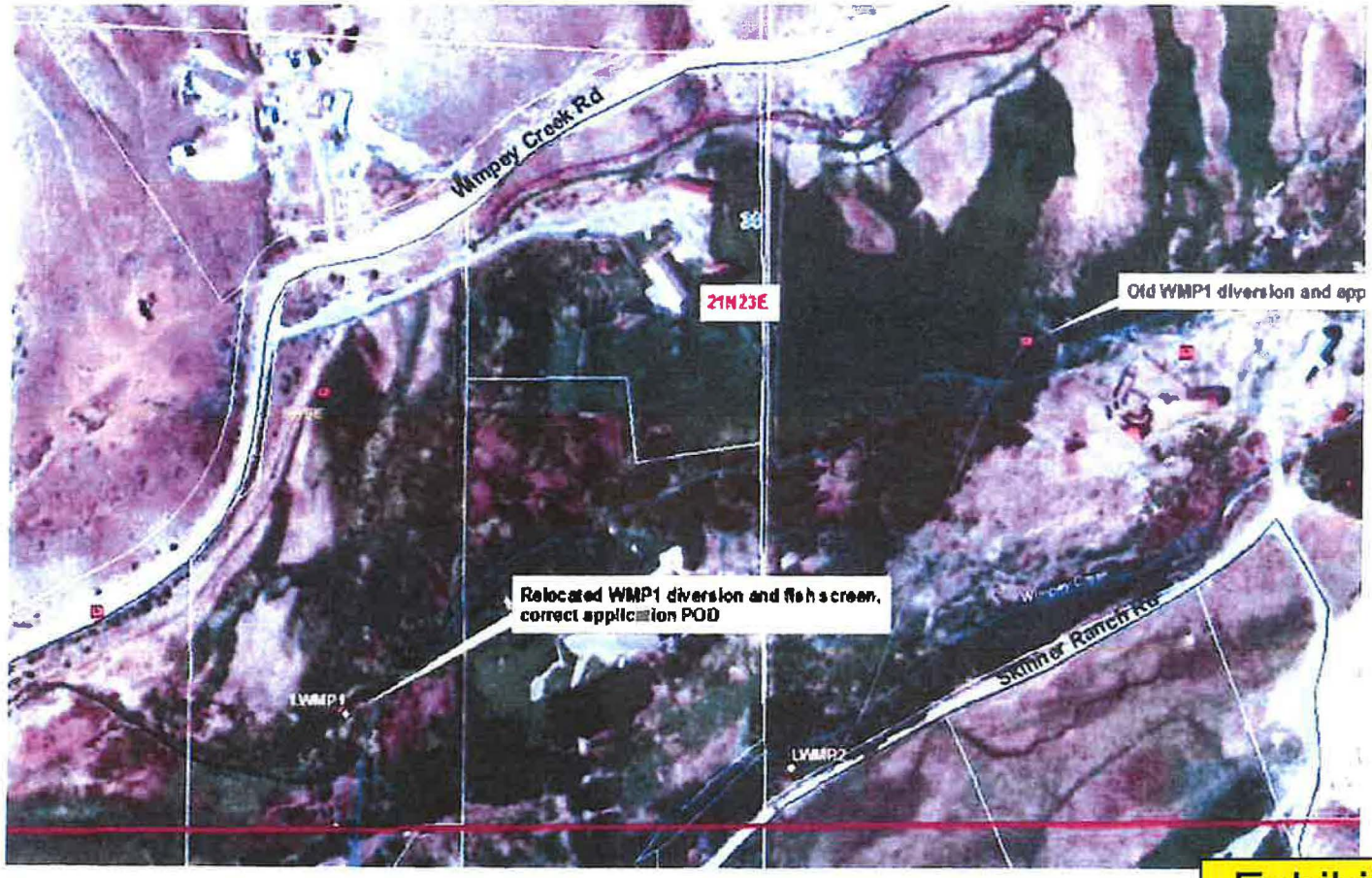


Exhibit 2.29

Cindy Yenter
Watermaster, Water District 170
IDWR Salmon Field Office
102 S Warpath, Salmon ID 83467
cindy.yenter@idwr.idaho.gov
208-742-0655
208-731-0901 cell

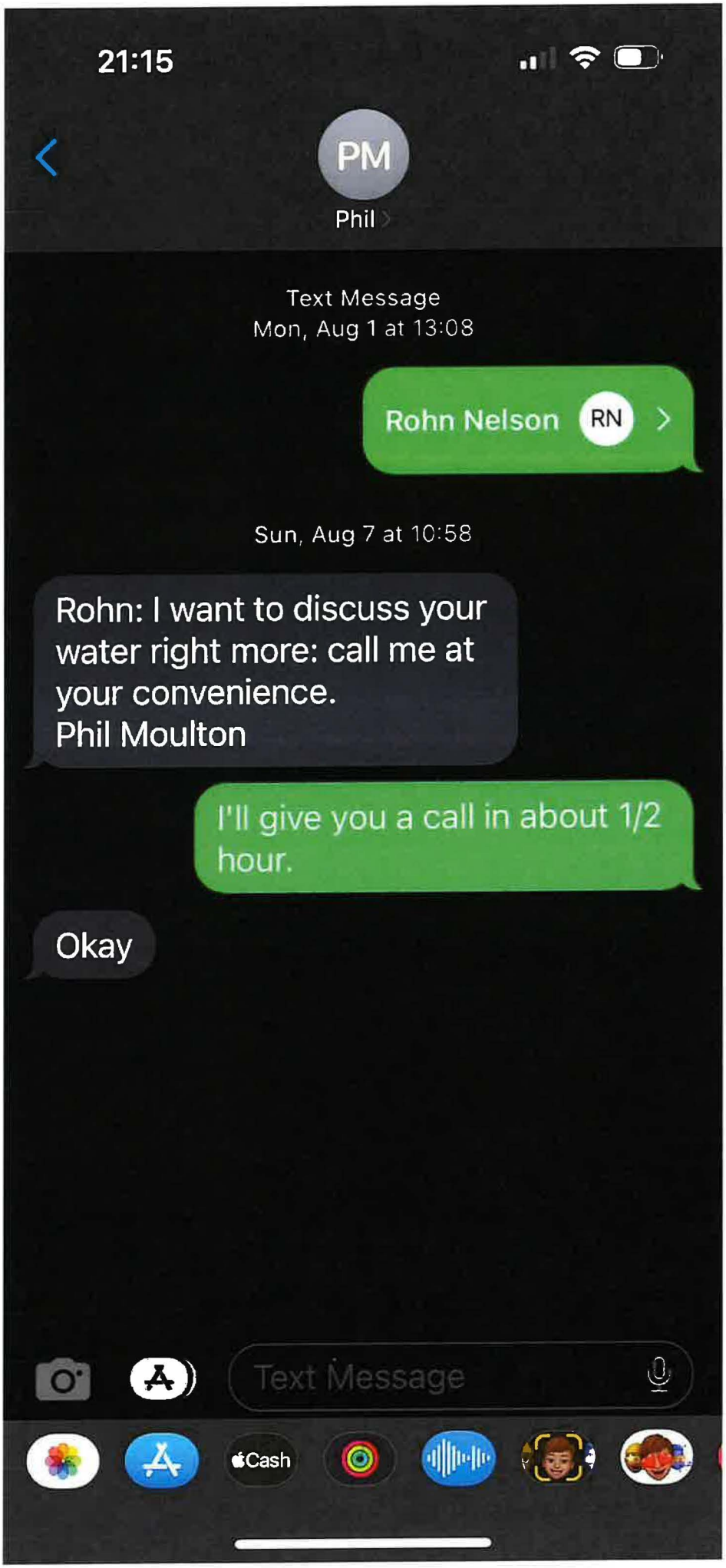

21:15
PM
Phil
Text Message
Mon, Aug 1 at 13:08
Rohn Nelson RN
Sun, Aug 7 at 10:58
Rohn: I want to discuss your water right more: call me at your convenience.
Phil Moulton
I'll give you a call in about 1/2 hour.
Okay
Text Message
Cash

Exhibit 2.96

From: "Cefalo, James" <James.Cefalo@idwr.idaho.gov>
To: "fullcurl" <fullcurl@mtaonline.net>, "Rob Harris" <rharris@holdenlegal.com>
Cc: rb57-47@hotmail.com
Sent: Wednesday, October 19, 2022 1:42:01 PM
Subject: Applications for Transfer 86942 and 86951 (Nelson)

Dear Applicants:

On August 18, 2022, you filed Application for Transfer 86951, proposing to change the place of use and points of diversion for water rights 74-16256 and a portion of water right 74-734A. On the same day, you filed Application for Transfer 86942, proposing to update the place of use and points of diversion for water rights 74-210A and a portion of water right 74-734A. Water rights 74-734A and 74-210A are currently appurtenant to a parcel held by Ronald Byers. Mr. Byers is also the owner of record for water rights 74-734A and 74-210A.

An application for transfer proposing to move water rights off the Byers property must include a statement from Mr. Byers, consenting to the change, or evidence that the water rights have been conveyed to the applicants. The cover letter included with the applications, prepared by your attorney Rob Harris, stated that a written consent from Mr. Byers would be provided soon. Last week I got a phone call from Mr. Byers who informed me that he has not signed any agreement to sell or transfer the water rights. He stated that he has had discussions about conveying a portion of the water rights, but no agreement has been signed.

The applications for transfer are currently in the public notice phase. Our office has received multiple phone calls from people asking how to file a protest against the applications. Once the applications come out of the protest phase, the Department will not take any further action on the applications until you provide evidence of your authority to move the water rights. Feel free to call if you have any questions.

I've included Mr. Byers on this email so he could correct me if I mischaracterized our phone conversation.

James

IDAHO DEPARTMENT OF
WATER RESOURCES

James Cefalo | Regional Manager
900 N Skyline Drive, Idaho Falls, ID 83402
(208) 525-7161 | www.idwr.idaho.gov

Exhibit
2.126

From: "Robert L. Harris" <rharris@holdenlegal.com>
To: "fullcurl" <fullcurl@mtaonline.net>
Sent: Friday, March 3, 2023 10:22:30 AM
Subject: FW: Water Right Contested Case

From: Fred Snook <fsnook@custertel.net>
Sent: Thursday, March 2, 2023 5:01 PM
To: Rob Harris <rharris@holdenlegal.com>
Subject: RE: Water Right Contested Case

Hi Rob:

Called Fred Payne and Phil today. They both have objections. Fred says he will lock his gate. You can call and he may come meet you. Phil says he doesn't want you to come onto his property. I have not heard from Klemmer whose property borders yours. Do you know what time you will arrive? I tried to reach you by phone and left a voice message. Please call when you can.

Thanks.

Fred

Exhibit
2.234

From: "Robert L. Harris" <rharris@holdenlegal.com>
To: "fullcurl" <fullcurl@mtaonline.net>
Sent: Tuesday, March 7, 2023 6:04:44 PM
Subject: FW: Water Right Contested Case

FYI

From: Rob Harris
Sent: Tuesday, March 7, 2023 6:52 PM
To: 'Fred Snook' <fsnook@custertel.net>
Subject: RE: Water Right Contested Case

Fred:

Thank you for the below email, and for your time on the phone on Friday.

As we discussed, our expert, Bryce Contor, is planning to be in the Wimpey Creek area on Thursday, March 9th. He will be accompanied by Jon Nelson. They will arrive on site between 10 and 10:30 am. As we discussed, Fred Payne is willing to allow access to the headgate and ditch if he is there to accompany Bryce and Jon. Please let him know of the arrival time. As I discussed with you, the purpose of the visit is to view and photograph features and take measurements in order to prepare an expert report in the contested case.

Please confirm by return email to me that Mr. Payne will be at the property to accompany Bryce and Jon.

I am disappointed that Phil Moulton has denied access to the property he manages. As you know, parties are generally allowed to do what is needed for discovery, and we will likely be left with no choice but to file a motion to allow the access. I suggest you contact Mr. Moulton and ask him to resconsider his position so Bryce and Jon can visit both properties on Thursday. My hope is to avoid the need to file a motion and take this matter to the hearing officer, but we may have no choice.

Please also let me know if you have been able to touch base with Kirk Klemmer and whether my clients will be able to be on Kirk's property.

Thanks,

Exhibit
2.235

Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, PLLC
1000 Riverwalk Drive, Suite 200
P.O. Box 50130
Idaho Falls, ID 83405-0130
Phone: (208) 523-0620
Fax: (208) 523-9518
E-Mail: rharris@holdenlegal.com
Confidentiality Notice: The information contained in this electronic e-mail and any accompanying attachments, all of which may be confidential and/or privileged, is intended only for use by the person or entity to whom it is addressed. If you are not the intended recipient, any unauthorized use, disclosure or

From: "Robert L. Harris" <rharris@holdenlegal.com>
To: "fullcurl" <fullcurl@mtaonline.net>
Sent: Wednesday, March 8, 2023 9:37:49 AM
Subject: FW: Water Right Contested Case

From: Fred Snook <fsnook@custertel.net>
Sent: Wednesday, March 8, 2023 11:21 AM
To: Rob Harris <rharris@holdenlegal.com>
Subject: RE: Water Right Contested Case

Hello Rob: Here is update. Fred Payne will allow access. He cannot be there himself but has arranged for his friend, Dennis Krawsoski to meet your people at the Baker Country Store parking lot between ten and ten thirty. Dennis is a longtime Salmon businessman and a retired City Police reserve officer. Kirk Klemmer has no problem with them coming to his property. Phil Moulton is willing to compromise as follows: He has no problem meeting and giving the expert the full tour. However, Phil will Not Allow Jon Nelson to come onto his property or to travel with Phil on any tour he gives your expert. Phil is willing to meet the expert at the Baker Country Store. If that doesn't work then Phil could meet the expert to take him onto Phil's property after Dennis has completed the first tour of the Fred Payne property.

Please let me know what will work for your people.
Thank you. Fred

Exhibit
2.246

From: "Robert L. Harris" <rharris@holdenlegal.com>
To: "fullcurl" <fullcurl@mtaonline.net>
Sent: Wednesday, March 8, 2023 11:49:03 AM
Subject: FW: Water Right Contested Case

See email below. Let me know if you have any thoughts.

From: Fred Snook <fsnook@custertel.net>
Sent: Wednesday, March 8, 2023 1:48 PM
To: Rob Harris <rharris@holdenlegal.com>
Subject: RE: Water Right Contested Case

Hi Rob: Change of plans. Fred Payne just sent in word that Jon Nelson is also NOT welcome on his property. So are proposal is Phil and Dennis would meet the expert at the Baker Country Market obviously no objection if Jon Nelson wants to meet the expert there before etc. or after. Phil and Dennis would take the expert on a full tour of all the properties. Jon could also stay on the Nelson property if he wants to show expert Ron's property, lower ditch etc.
Will this work?
Fred

Exhibit
2.256

Exhibit 3

Audio Files

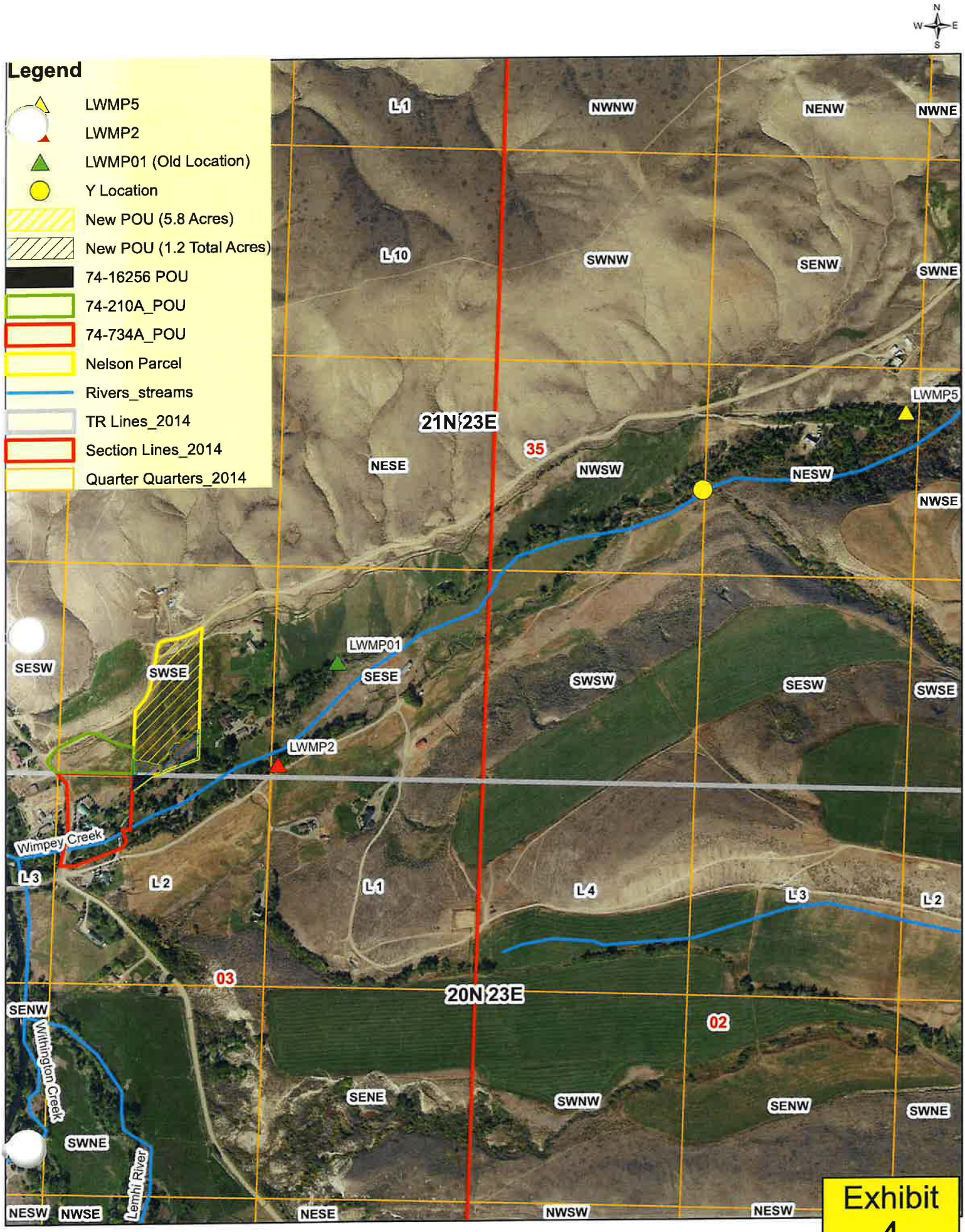


Exhibit 4

Prepared by:
Robert L. Harris
2021 Aerial Photo

TRANSFER MAP

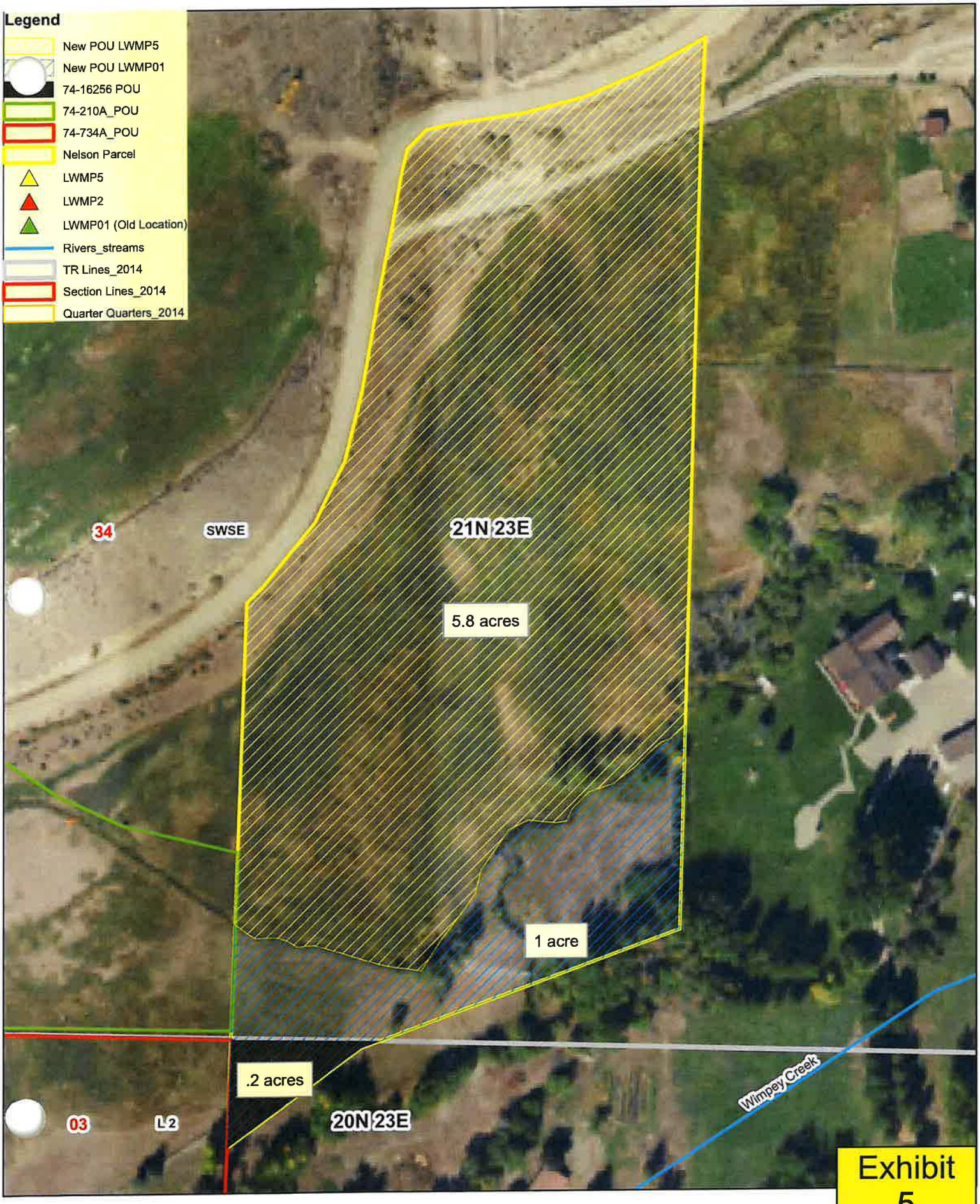


Exhibit 5

Prepared by:
Robert L. Harris
2021 Aerial Photo

0 0.015 0.03 0.06 Miles

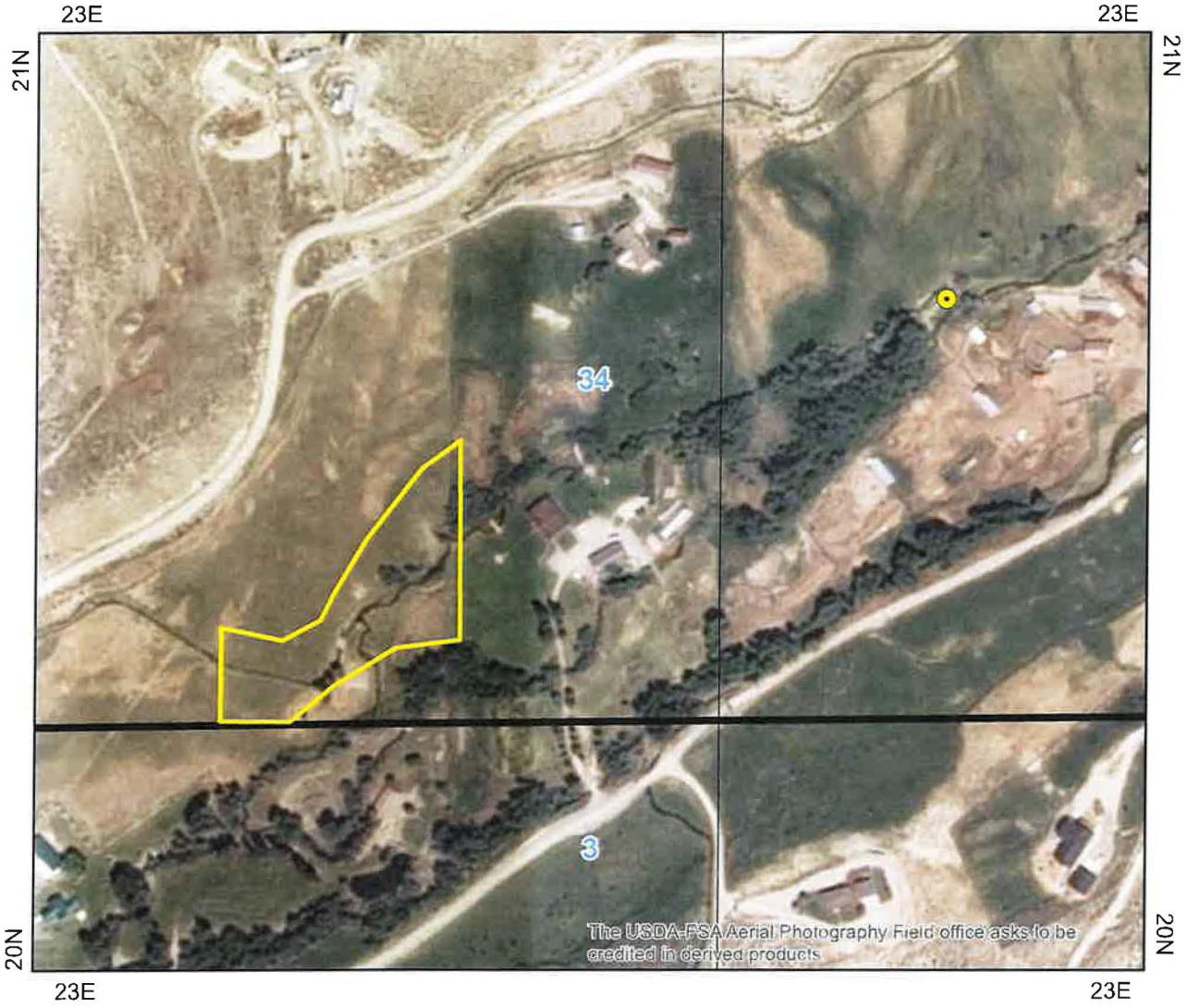
State of Idaho
Department of Water Resources

Water Right

74-210B

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Point of Diversion
Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters

0 0.035 0.07 0.14 Miles

Exhibit 6

N

Map produced on December 16, 2021

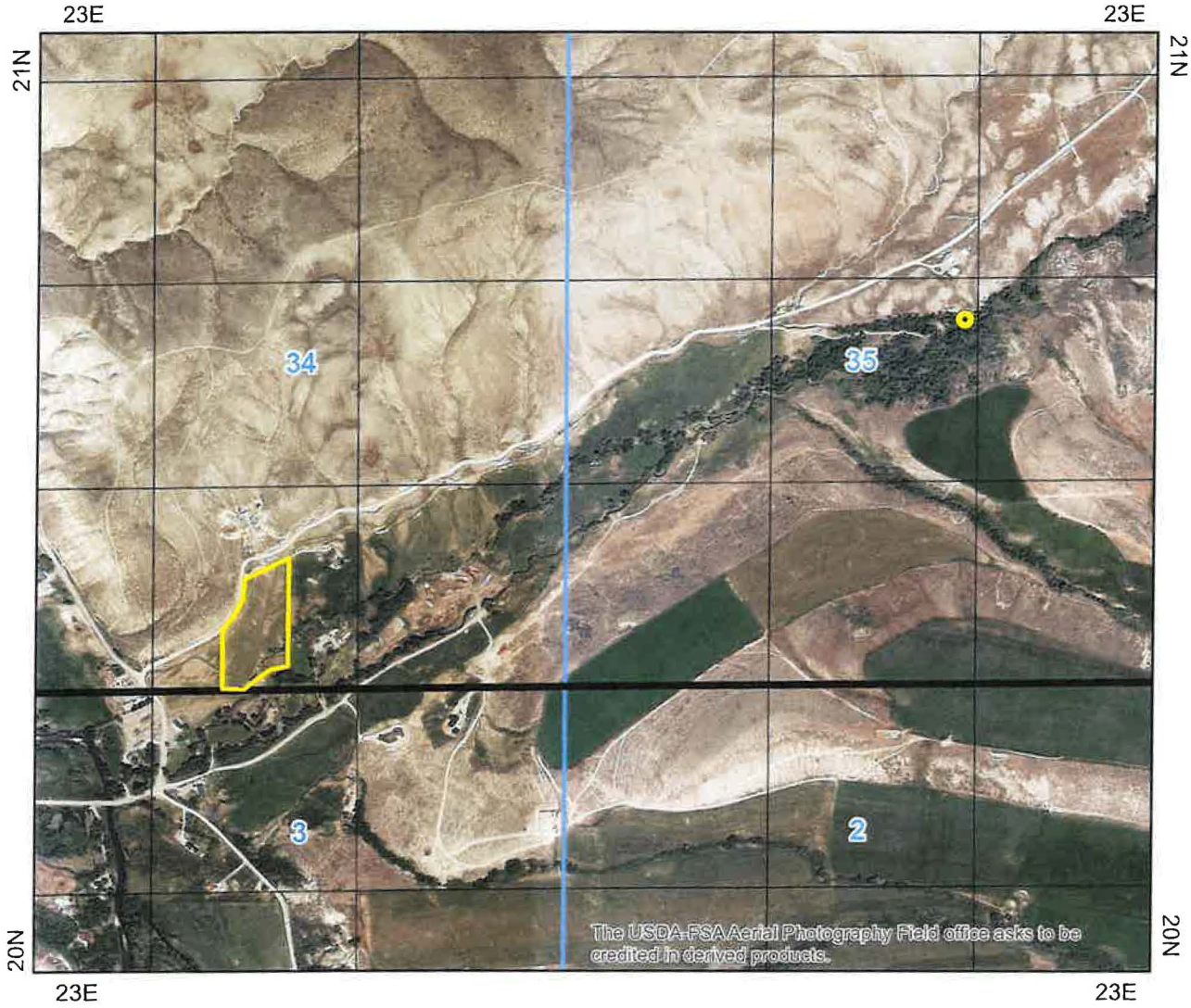
State of Idaho
Department of Water Resources

Water Right

74-2183A

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Point of Diversion
Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters

0 0.125 0.25 0.5 Miles

Exhibit 7

N

Map produced on December 16, 2021

State of Idaho
Department of Water Resources

Water Right
74-16256

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Point of Diversion
Place Of Use Boundary
Townships
PLS Sections
Quarter Quarters

0 0.035 0.07 0.14 Miles

Exhibit 8

N

Map produced on April 09, 2022

SUMMARY OF WATER RIGHT NO. 74-210
POD: SESE, Section 34, Township 21N, Range 23E (LWMP 1 Old Location)

Type	Basin	Sequence	Suffix	Basis	Status	Priority Date	Div. Rate (cfs)	Acres	Source	Water Use	Owner
WR	74	210		Decreed	Superceded by Decree	5/1/1891	0.7	27	WIMPEY CREEK	IRRIGATION	KORNELL, CHARLOTTE; KORNELL, WILLIAM
WR	74	210	A	Decreed	Active	5/1/1891	0.06	2.3	WIMPEY CREEK	IRRIGATION	BYERS, RONALD E
WR	74	210	B	Decreed	Active	5/1/1891	0.05	2	WIMPEY CREEK	IRRIGATION	KLEMMER, KIRK
WR	74	210	C	Decreed	Active	5/1/1891	0.21	8	WIMPEY CREEK	IRRIGATION	GIBSON, EDWIN R; GIBSON, MARLENE J
WR	74	210	D	Decreed	Active	5/1/1891	0.23	9	WIMPEY CREEK	IRRIGATION	KONCZ, AUSTIN JAMES
WR	74	210	E	Decreed	Active	5/1/1891	0.08	3	WIMPEY CREEK	IRRIGATION	BAIR, MYRON GENE; BAIR, PATSY KAYE
					TOTAL DECREED IN SRBA		**0.63**	**24.3**			
					TOTAL UNCLAIMED IN SRBA		**0.07**	**2.7**			

Exhibit 9

SUMMARY OF WATER RIGHT NO. 74-734
POD: SWSE, Section 34, Township 21N, Range 23E (LWMP 2)

Type	Basin	Sequence	Suffix	Basis	Status	Priority Date	Div. Rate (cfs)	Acres	Source	Water Use	Owner
WR	74	734		Lemi Decree	Superceded by Decree	4/1/1912	0.56	28	WIMPEY CREEK	IRRIGATION	KORNELL, CHARLOTTE; KORNELL, WILLIAM

WR	74	734	A	Decreed	Active	4/1/1912	0.09	4.5	WIMPEY CREEK	IRRIGATION	BYERS, RONALD E
WR	74	734	B	Decreed	Active	4/1/1912	0.09	4.3	WIMPEY CREEK	IRRIGATION	BLOWER, JOHN GREGORY
WR	74	734	C	Decreed	Active	4/1/1912	0.02	1	WIMPEY CREEK	IRRIGATION	JONES, RUSSELL E
WR	74	734	D	Decreed	Active	4/1/1912	0.01	1	WIMPEY CREEK	IRRIGATION	BYERS, RONALD E
WR	74	734	E	Decreed	Active	4/1/1912	0.04	2.2	WIMPEY CREEK	IRRIGATION	KONCZ, AUSTIN JAMES
WR	74	734	F	Decreed	Active	4/1/1912	0.03	1.6	WIMPEY CREEK	IRRIGATION	BYERS, RONALD E
WR	74	734	G	Decreed	Active	4/1/1912	0.014	0.7	WIMPEY CREEK	IRRIGATION	SLOAN JR, ELZIE RAY; SLOAN, MARY E
WR	74	734	H	Decreed	Active	4/1/1912	0.05	2.6	WIMPEY CREEK	IRRIGATION	KOLMAN, ALICE C; KOLMAN, JOE F
WR	74	10144		Decreed	Active	4/1/1912	0.02	1.1	WIMPEY CREEK	IRRIGATION	HOSTETLER, MALINDA; HOSTETLER, MICHAEL
					TOTAL SRBA DECREED		**0.364**	**19**			
				TOTAL UNCLAIMED IN SRBA			**0.196**	**9**			

Exhibit 10

SUMMARY OF WATER RIGHT NO. 74-2183
POD: NESW, Section 35, Township 21N, Range 23E (LWMP 5)

Type	Basin	Sequence	Suffix	Basis	Status	Priority Date	Div. Rate (cfs)	Acres	Source	Water Use	Owner
WR	74	2183		Decreed	Lemhi Decree	10/18/1921	0.4	37	WIMPEY CREEK	IRRIGATION	KORNELL, CHARLOTTE; KORNELL, WILLIAM
WR	74	2183	A	Decreed	Active	10/18/1921	0.05	5	WIMPEY CREEK	IRRIGATION	KLEMMER, KIRK
WR	74	2183	B	Decreed	Active	10/18/1921	0.09	8	WIMPEY CREEK	IRRIGATION	GIBSON, EDWIN R; GIBSON, MARLENE J
WR	74	2183	C	Decreed	Active	10/18/1921	0.1	9	WIMPEY CREEK	IRRIGATION	KONCZ, AUSTIN JAMES
					TOTAL SRBA DECREED		0.24	22			
				TOTAL UNCLAIMED IN SRBA			0.16	15			

Exhibit 11

Exhibit 12

INDICATES TOTAL SOURCE: WIMPEY CREEK TRIBUTARY TO: LEMHI RIVER

RIGHT NUMBER	NAME AND ADDRESS	PRIORITY DATE	USE	USE PERIOD FROM	USE PERIOD TO	MAX AMOUNT MAX RATE	DIVERSION POINT	PLACE OF USE AND ACREAGE	BASIS FOR RIGHT
74-0703	KIGGAN, ORPHA P.O. BOX 13 BAKER ID 83461	09-14-1889	IRRIGATION	03-15	11-15	.02 CFS	SWSE S34 T21N R23E	LOT2 (NWNE)(01) S03 T20N R23E	DECREE
								* 1 ACRES*	
74-0210	KORNELL, WILLIAM KORNELL, CHARLOTTE P.O. BOX 521 SALMON ID 83467 REMARKS: AC. IRR.=27.1.	05-01-1891	IRRIGATION	03-15	11-15	.70 CFS	SESE S34 T21N R23E	SESW(17) SWSE(10) S34 T21N R23E	DECREE
								* 27 ACRES*	
74-0209	KIGGAN, CLARK H. KIGGAN, HARRIET C. BAKER ID 83461 REMARKS: AC. IRR.=27.9.	05-01-1897	IRRIGATION	03-15	11-15	.36 CFS	NENW S25 T21N R23E	SENE(01) NESE(11) SESE(01) S26 T21N R23E NENW(01) NWNW(01) SWNW(13) S25 T21N R23E	DECREE
								* 28 ACRES*	
74-02138	SKINNER, RAY SKINNER, RUBY RT. 1 SALMON ID 83467 REMARKS: AC. IRR.=44.4.	05-01-1900	IRRIGATION	03-15	11-15	1.50 CFS	NESW S35 T21N R23E NWSW S35 T21N R23E	NESW(01) NWSW(13) S35 T21N R23E NESE(03) SESE(27) S34 T21N R23E	DECREE
								* 44 ACRES*	
74-0734	KORNELL, WILLIAM KORNELL, CHARLOTTE P.O. BOX 521 SALMON ID 83467 REMARKS: AC. IRR.=27.9.	04-01-1912	IRRIGATION	03-15	11-15	.56 CFS	SWSE S34 T21N R23E	LOT2 (NWNE)(22) LOT3 (NENW)(06) S03 T20N R23E	DECREE
								* 28 ACRES*	
74-0214	SWAHLEN, WILLIAM B. SWAHLEN, MARIAN H. RT. 1 SALMON ID 83467 REMARKS: AC. IRR. = 283.1. PT. OF INJECTION INTO EAST FK. BOHANNON CK: SWNE, S12, T21N, R23E & SESW, S6, T21N, R24E. PT. OF REDIVERSION FROM BOHANNON CK.: SENW, S12, T21N, R23E.	04-10-1918	IRRIGATION	03-15	11-15	6.00 CFS	NWSE S07 T21N R24E SENW S05 T21N R24E		DECREE

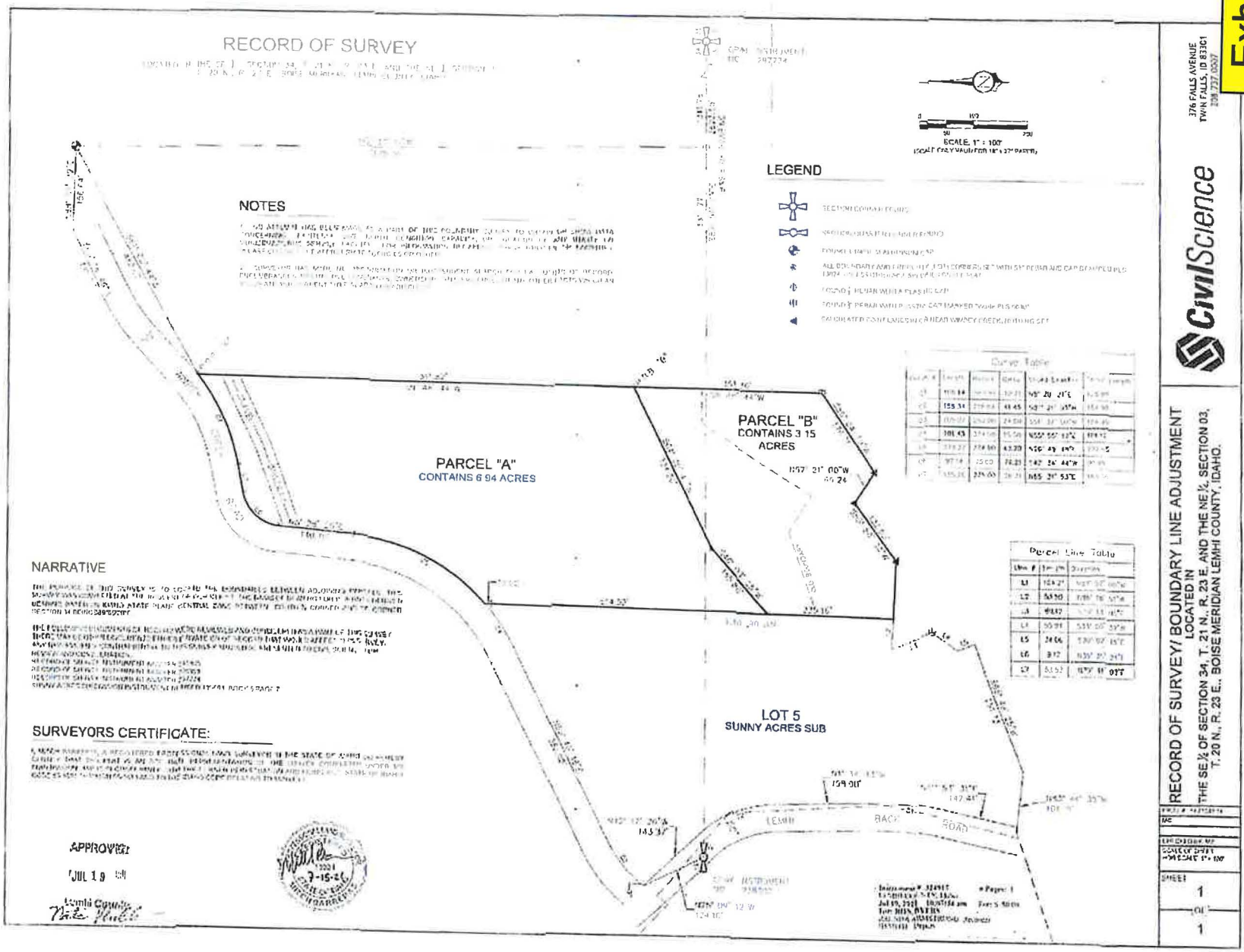
INDICATES TOTAL SOURCE: WIMPEY CREEK TRIBUTARY TO: LEMHI RIVER

RIGHT NUMBER	NAME AND ADDRESS	PRIORITY DATE	USE	USE PERIOD FROM TO	MAX AMOUNT MAX RATE	DIVERSION POINT	PLACE OF USE AND ACREAGE	BASIS FOR RIGHT
74-0214	P/U: T21N R23E S15 NENE(30) NWNE(38) SWNE(33) SENE(23) NESE(10) NWSE(35) SWSE(03) S14 NWNW(12) SWNW(12) S10 NESE(23) NWSE(06) SWSE(20) SESE(38)						* 283 ACRES*	
74-0215	SWAHLEN, WILLIAM B. SWAHLEN, MARIAN H. RT. 1 SALMON ID 83467	05-02-1919	IRRIGATION	03-15 11-15	2.80 CFS	NWSE S07 T21N R24E SENW S05 T21N R24E	NESE(13) SESE(12) DECREE S29 T21N R23E NWSW(35) SWSW(20) NESW(09) S28 T21N R23E	
	REMARKS: AC. IRR. = 88.3. PT. OF INJECTION INTO EAST FK. BOHANNON CK.: SWNE, S12, T21N, R23E & SESW, S6, T21N, R24E. PT. OF REDIVERSION FROM EAST FK. BOHANNON CK.: NESW, S22, T21N, R23E. CHANGED FROM PROPOSED FINDING FILED WITH THE COURT PER COURT-AUTHORIZED STIPULATION.						* 89 ACRES*	
74-2183	KORNELL, WILLIAM KORNELL, CHARLOTTE P.O. BOX 521 SALMON ID 83467	10-18-1921	IRRIGATION	03-15 11-15	.40 CFS	NESW S35 T21N R23E	SESW(17) SWSE(20) DECREE S34 T21N R23E	
	REMARKS: AC. IRR.=37.6.						* 37 ACRES*	
74-0646	DILLON, ROBERT E. DILLON, BETH P.O. BOX 872 SALMON ID 83467	04-01-1930	IRRIGATION	03-15 11-15	.62 CFS	SESE S26 T21N R23E	NENE(05) SWNE(25) DECREE SENE(01) S35 T21N R23E	
							* 31 ACRES*	
74-0724	SWAHLEN, WILLIAM B. SWAHLEN, MARIAN H. RT. 1 SALMON ID 83467	04-01-1961	IRRIGATION	03-15 11-15	.77 CFS	SENW S05 T21N R24E NWSE S07 T21N R24E	SWNW(28) SENW(03) DECREE NWSW(08) S12 T21N R23E	
	REMARKS: PT. OF INJECTION INTO EAST FK. BOHANNON CK.: SWNE, S12, T21N, R23E & 2 PTS. IN SESW, S6, T21N, R24E. PT. OF REDIVERSION FROM EAST FK. BOHANNON CK.: SENW, S12, T21N, R23E. CHANGED FROM PROPOSED FINDING FILED WITH THE COURT PER COURT-AUTHORIZED STIPULATION.							

Exhibit 13

Exhibit 17

RECORD OF SURVEY



376 FALLS AVENUE
TWIN FALLS, ID 83301
208.737.0557

CivilScience

RECORD OF SURVEY/ BOUNDARY LINE ADJUSTMENT
LOCATED IN
THE SE¼ OF SECTION 34, T. 21 N., R. 23 E. AND THE NE¼ SECTION 03, T. 20 N., R. 23 E., BOISE MERIDIAN LEMHI COUNTY, IDAHO.

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Book 13 Pg 84

Rocky Mountain ENVIRONMENTAL ASSOCIATES, INC.

EXPERT REPORT
in the Matter of Transfer Applications 86942 and 86951
by Rohn R. Nelson and Lori A. Nelson
Affecting Water Rights 74-210A, 74-734A and 74-16256

March 24, 2023

Introduction

Rohn R. and Lori A. Nelson (Applicants) have submitted applications for two water right transfers involving three water rights. All three divert from Wimpey Creek, tributary to the Lemhi River, for irrigation. The transfers propose to change the Place of Use (POU) for 74-210A and 74-734A to an adjacent parcel, and make adjustments in the Points of Diversion (PODs) for these two rights and for 74-16256. Overall, the transfers propose to provide water rights to a parcel that was previously contained with the place of use of a water right decreed in the Lemhi Adjudication, but for unknown reasons, no claim was filed for a portion of this right for the parcel in the Snake River Basin Adjudication. Accordingly, the two transfers propose to replace the unclaimed water right(s) for the Nelson parcel.

Several formal protests have been filed, along with one letter of concern. In addition, one of the POD adjustments raises issues concerning prior use of the POD and associated ditch, the extent of use of the POD and associated ditch by the owner of rights proposed to be transferred, and the scope and extent of an easement and associated rights that exist for the Applicants to use the existing ditch that originates at a POD identified by IDWR as "LWMP5" and traverses the north or uphill boundary of the proposed POU.

This report describes field reconnaissance, mapping, calculations, and research supporting expert opinions and responses to the protests and letter of concern. The report organization is as follows:

- Reconnaissance and area description;
- Injury analysis;
- Evaluation of irrigation history to inform the easement question;
- Specific responses;
    - Protests;
    - Letter of concern.

Exhibit 18

- Statement of professional opinion.

Reconnaissance and Area Description

On March 8, 2023, Bryce A. Contor and Valene Contor of Rocky Mountain Environmental Associates, Inc. (RMEA) visited the site. For part of the reconnaissance, they were accompanied by Dennis Krasowski, representing Protestant Fred Payne, and for much of the reconnaissance they were also accompanied by Protestant Phil Moulton. Moulton later in the day provided verbal authorization to continue reconnaissance on property he manages, without accompaniment. Contor and Contor entered the property of Protestant Kirk Klemmer based on notice by legal counsel that Klemmer previously had authorized reconnaissance. They also entered the property of Ron Byers under verbal authorization obtained on March 8, and the property of Rohn Nelson under authorization obtained previously.

Figure 1 (attached) shows the reconnaissance track, waypoint locations, and photo locations. The base photo is a 2021 US Department of Agriculture image in a "false color" rendition. False-color images are especially useful for irrigation evaluation because robust vegetation shows as red and water shows as nearly black. Labels in square boxes are for reference in later descriptions. Labels for IDWR-mapped PODs are the owner's name if in parenthesis, or if IDWR data included a diversion name, it is given without parenthesis.

Figure 2 provides a selection of the IDWR PODs, with channels and the same labels as Figure 1. The distinction between "Wimpey Creek" channels and "Ditches" is not meant to be an administrative or legal determination of the status of these channels, but only descriptive. Where the "Ditches" line appears broken, the ditch continues on but is not mapped.

Figure 3 provides the same information as Figure 2, but with a topographic-map background instead of aerial image. Colors of symbols are changed to be more visible against the map background.

From upstream to downstream, the following features were noted, and data collected:

LWMP5 Diversion:

Photos 1 and 2 show the LWMP5 Diversion and the stream at that location. The physical diversion structure is an undershot screw gate with a two-foot corrugated metal pipe (CMP) discharge tube. Loosely configured rocks serve to check the stream flow. The IDWR tag number is A0018562. There is no measuring device immediately adjacent to this structure. The measuring device is located further down the ditch as described below.



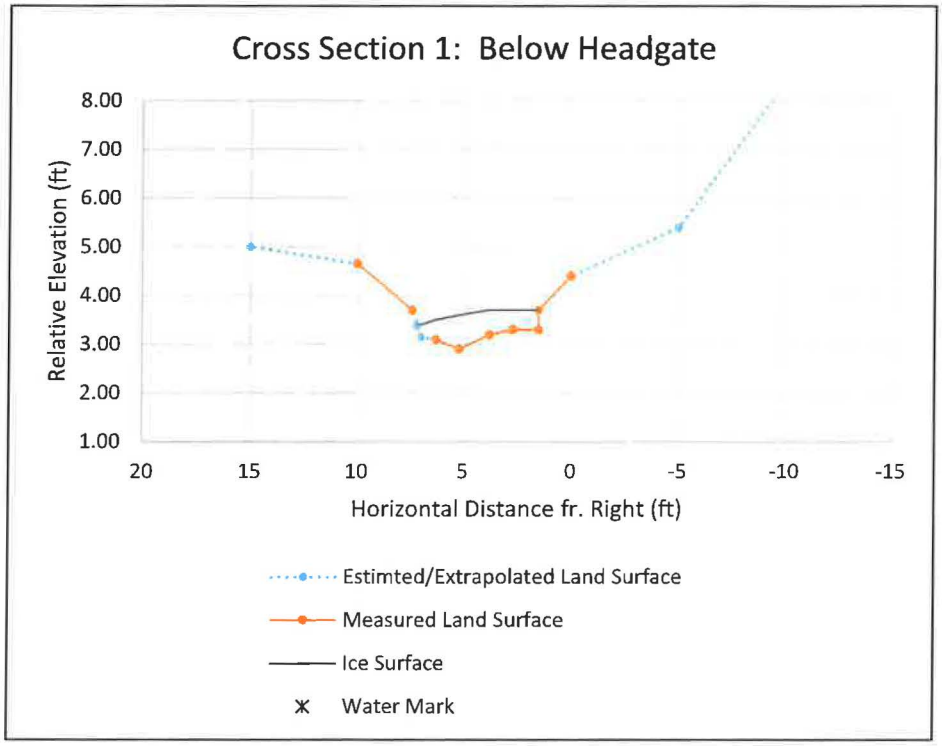
Photo 1. LWMP5 Diversion headgate.



Photo 2. Wimpey Creek at LWMP5. Screw gate in Photo 1 is to the right.

Cross Section 1 shows the ditch just below the discharge tube, looking downstream. The points representing land surface under the ice are approximate; a heavy steel digging bar was used to break the ice, and the bottom of the ditch may not have been located

precisely. At all locations, the ice was partly melted, and the surface was no longer level as would be expected by ice that had formed on a pond with no changes in water levels. Where a water mark was observed it was recorded, but at most locations, the ice appeared to be higher elevation than the typical water mark. The measuring flume is an exception; water marks were visible in the flume.



Location A:

Flow in Wimpey Creek was measured at Location A with a Swoffer propeller-type current meter, in an area of mostly open water. A steel bar was used to break the ice on either shore to obtain an open area for flow measurement, so that standard velocity-profile assumptions would apply. Confidence is good in the measured flow of 2.68 cubic feet per second (cfs). Photo 3 (courtesy Dennis Krasowski) shows the measurement location. The photo does not show it, but the ice was broken back to both right edge of water (REW) and left edge of water (LEW).

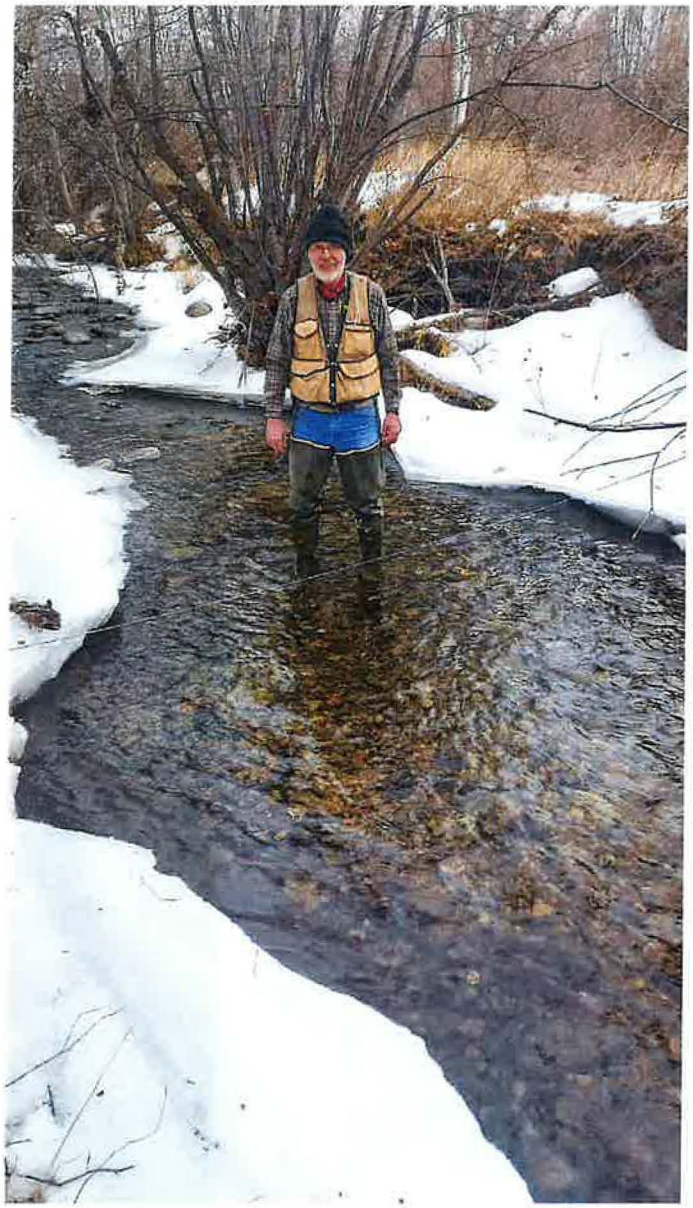


Photo 3. Location of Swoffer flow measurement at Location A.

Location B:

Photo 4 through Photo 8 show the fish screen installed in the ditch at Location B. Cross Section 2 is immediately below the screen. The ditch-bottom measurement is somewhat imprecise as it also was taken through a hole pounded in the ice with a steel digging bar.



Photo 4. Looking downstream at the fish screen at location B.



Photo 5. Fish screen at location B.



Photo 6. Fish screen at location B showing the sign "LWC-5".

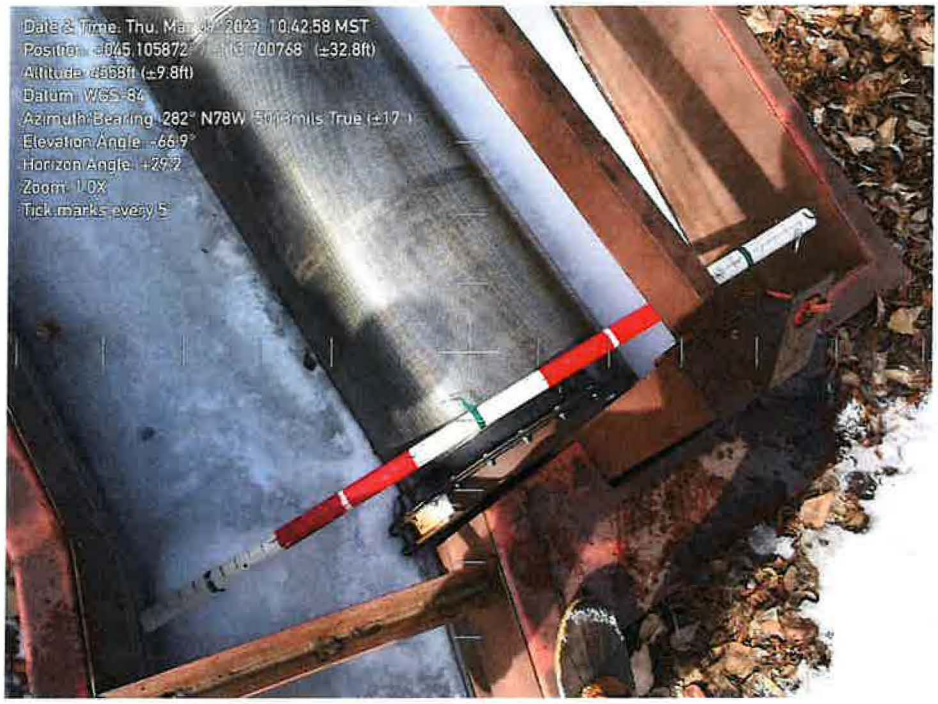
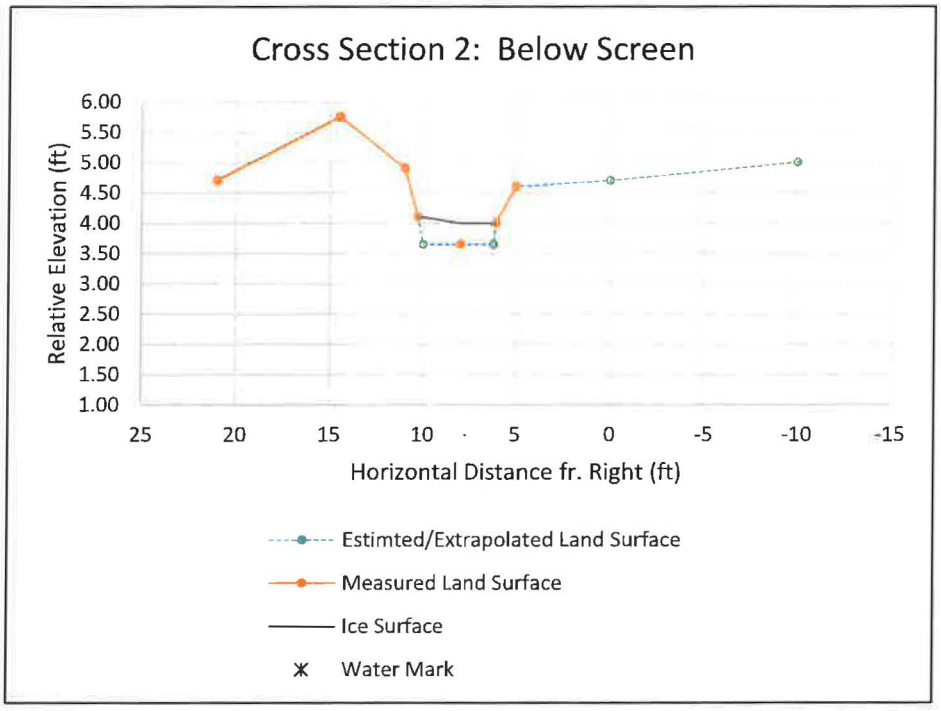


Photo 7. Fish screen at location B.



Photo 8. Looking upstream at the fish screen at location B.



"Eagle Valley RA" POD (eastern location):

This location was not observed.

Location C:

At Location C, Moulton reports that the deep ruts shown in Photo 9 were made by a backhoe attempting to approach the ditch from the downhill side in August, when his expectation was for the soil to be dry. Photo 10 and Photo 11 show the ditch configuration at this location.



Photo 9. Deep ruts made by backhoe at location C.



Photo 10. Looking upstream at the ditch configuration from location C.

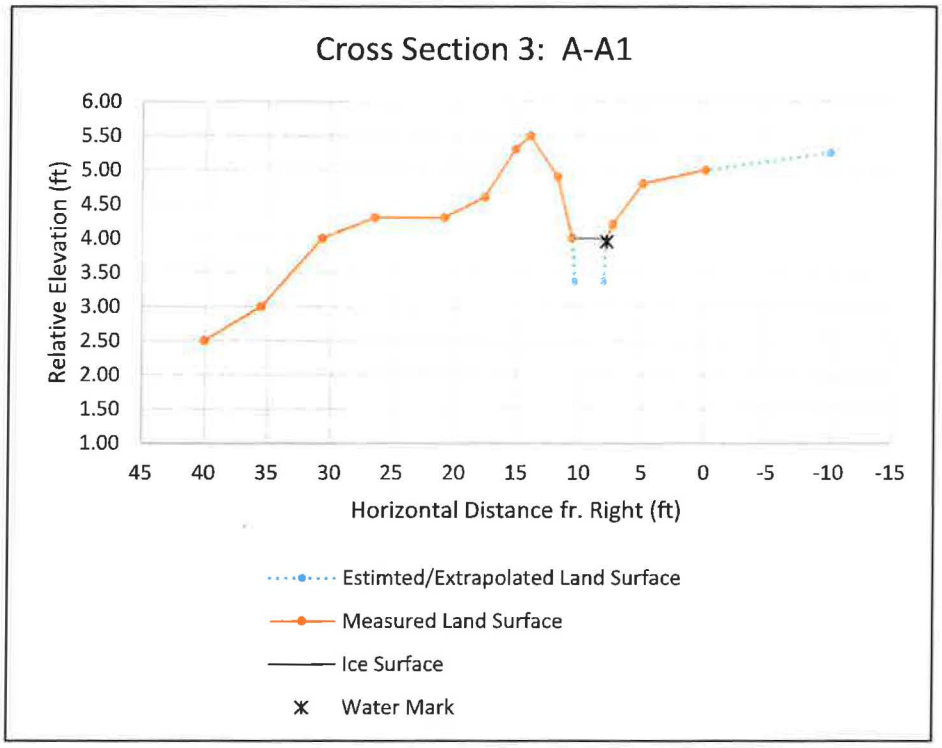


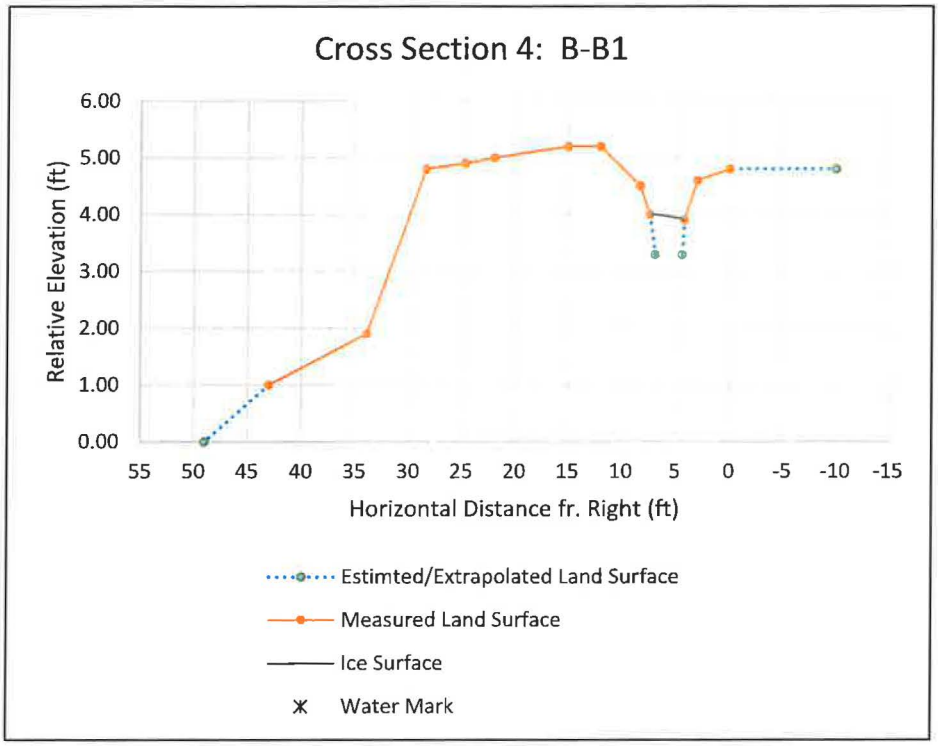
Photo 11. Looking downstream at the ditch configuration from location C.

Location D:

A fifteen-inch CMP culvert 10 feet in length at Location D is a stated concern to Protestants, as it is smaller in diameter than a much larger CMP located just downstream

of the fifteen-inch CMP. Contor was informed by Moulton that this 15-inch CMP was recently installed (within the past three years). Contor failed to photograph the fifteen-inch CMP during the site visit. Using a hand level on a staff and a rod graduated to 0.1 foot, the upstream end of the culvert was estimated to be 0.05 feet higher in elevation than the downstream end. This measurement was compromised by having to estimate the effect of a dent on the top of the culvert at the upstream end. Cross Section 3 is just above the inlet end of the culvert and Cross Section 4 is downstream. Both cross sections are referenced to a common arbitrary elevation datum and are horizontally separated by 19.1 feet as measured with a survey rope graduated to 0.1 foot. The bottom elevations in both cross sections were estimated based on an assumption that the bottom of the ditch would have equilibrated to the bottom of the CMP, and the observation that the ice was at the center point of the 15-inch CMP. No water marks on the banks were observed above the ice.





Per Contech Engineered Solutions' Corrugated Metal Pipe Design Guide, a 15 inch CMP has a cross-sectional area of 1.2 ft^2 and a hydraulic radius of 0.312 feet. The Manning's *n* friction coefficient is indicated to be 0.011 to 0.021. Equation (1) gives the Manning's equation (US Bureau of Reclamation Water Measurement Manual Second Edition Revised Reprint) and Equation (2) applies the values for 15 inch CMP. The larger Manning's *n* value was used, which gives a lower indicated flow rate. Using the smaller *n* value would approximately double the indicated flow. The measured approximate slope of the pipe (0.05 ft / 10 ft or 0.005) was used for the hydraulic gradient, assuming no driving head at the inlet to the pipe. This also is conservative; a few inches of head over the pipe inlet would increase the gradient and also increase the total flow rate.

$$Q = (1.486/n) \times A \times R^{(2/3)} \times S^{(1/2)} \qquad (1)$$

where

Q = flow rate in cfs
A = cross-sectional area in ft^2
R = hydraulic radius in ft
S = hydraulic gradient (ft/ft)

$$Q = (1.486/0.021) \times (1.2\ ft^2) \times (0.312\ ft)^{(2/3)} \times (0.005)^{(1/2)} = 2.76\ cfs \qquad (2)$$

Photo 12 through Photo 17 show the measurement device at location D. This measuring device measures the water diverted further upstream in the ditch at LWMP5. The measuring device is downstream of the 15-inch CMP that serves an ATV trail and upstream of a much larger CMP, a pipe-arch or "squash" culvert approximately two feet by one and one-half feet. The larger CMP serves the road that leads to both the Payne residence and the LWMP5 POD. The measurement device is somewhat twisted and out-of-level, as indicated by the following measurements using a pocket spirit level:

- Center of adjustable section is nearly level side to side;
- Downstream end, right side (all "left" and "right" references are facing downstream) is a full bubble high;
- Upstream end, left side is a full bubble high;
- Right side is 1/4-bubble high towards the downstream end;
- Left side is a full bubble high towards the upstream end.

In a phone interview on February 24, 2023, Lemhi River Watermaster Lacey French indicated that she is aware that the flume is not quite level, but that it is not on her "watch list" as there are other devices under her jurisdiction that are more problematic than this one.



Photo 12. Measuring device at Location D.



Photo 13. Measuring device at Location D.



Photo 14. Measuring device at Location D.



Photo 15. Measuring gage on measuring device at Location D.

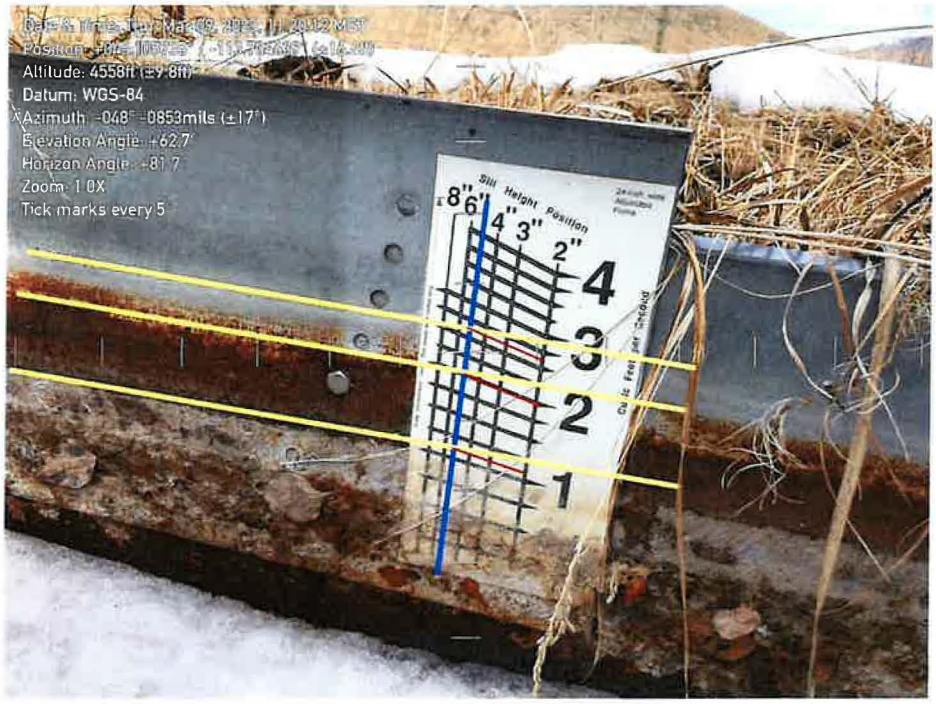


Photo 16. Edited photo of measuring gage on measuring device at Location D.

Wetland vegetation adjacent to the flume is the only indication of the tributary from the north shown on the topographic map. No flow was observed from this tributary, nor any

provision for its flows to cross over or under the ditch. It appears that any flow that did occur would enter the ditch approximately at the measurement-device location.

Photo 16 shows the staff gauge on the measuring device, with hand-drawn lines at water marks to indicate typical flows. The flume is adjustable, and as near as could be measured in the narrow slot between the ice and the frame of the flume, it appears that the sill is 0.46 feet, or approximately 5.5 inches, above the floor of the flume. The hand-drawn blue line is an attempt to reflect this reading position of the chart on the flume. Yellow lines were drawn at different water marks observed on the flume, and fine red lines were drawn to show how the intersection of the yellow and blue lines should be projected back to the scale. The top yellow line is based on hard water deposits, but no rust. It projects back to approximately 2 5/8 (2.625) cfs, even though the yellow line crosses the right-hand scale at nearly three cfs. The middle yellow line, at the top of the rust, indicates a flow of approximately 2.25 cfs.. The lower line at 1.25 cfs is based on remnants of algae. RMEA's interpretation is that the 2.625-cfs top line likely reflects the highest flows that persist for at least a few days, but not the dominant flow. The middle line at 2.25 cfs probably represents a typical longer-duration flow given that it is at a rust line, and the lower line at 1.25-cfs line most likely represents flow at the end of the 2022 irrigation period.

Photo 17 below of the same flume is taken from the Fred Payne protest, with white lines that were in the photo in the protest document. Based on the sill measurement of approximately 5.5 inches, the lower line in Payne's photo would correspond to approximately 7/8 (0.875) cfs and the upper line would correspond to approximately 1 7/8 (1.875) cfs. During site reconnaissance, Moulton expressed his opinion that some of the marks on the flume predate the installation of the 15-inch culvert, which he indicated has been in place for about three years.



Photo 17. Fred Payne photo.

A hand sample of soil near the ditch bank was hydrated and was found to be fine grained, consistent with Protestant's description of clay in the area and with the general appearance of the soil near Location D.

Location E

Moving now from the ditch back to Wimpey Creek, Contor and Contor broke the ice in a small tributary that enters Wimpey Creek from the southeast, but time did not permit breaking a large enough opening to measure flow. The flow prism under the ice was estimated to be 10 inches (0.83 feet) wide and four inches (0.33 feet) deep, with velocity estimated at less than one foot per second. At 0.75 feet per second, the approximate flow would be 0.21 cfs.

Location F

Photo 18 and Photo 19 show a split in Wimpey Creek locally known as the "Y." Moulton indicated that rocks are manually placed to control the division of flow between the right-hand channel (looking downstream) and the left-hand channel. The right-hand channel appears to be human made; it is narrower and deeper than expected for a natural channel and does not occupy a local topographic low. It is mapped on the 1989

topographic map, indicating that it has been in place for at least a few decades. However, it is not mapped on the current USGS website for the StreamStats application; rather, the right-hand channel is shown as arising about at the downstream end of the part of the channel marked by RMEA as "Human Mod" between the left and right channels in Figures 1 through 3.



Photo 18. Wimpey Creek at the "Y".



Photo 19. Wimpey Creek at the "Y".

Using an ExTech ExStick II handheld meter, recently calibrated, the temperature of the water at the "Y" was measured at 1.5° C, with electrical conductivity ranging from 185 to 193 uS/cm. This is a range typical of surface water.

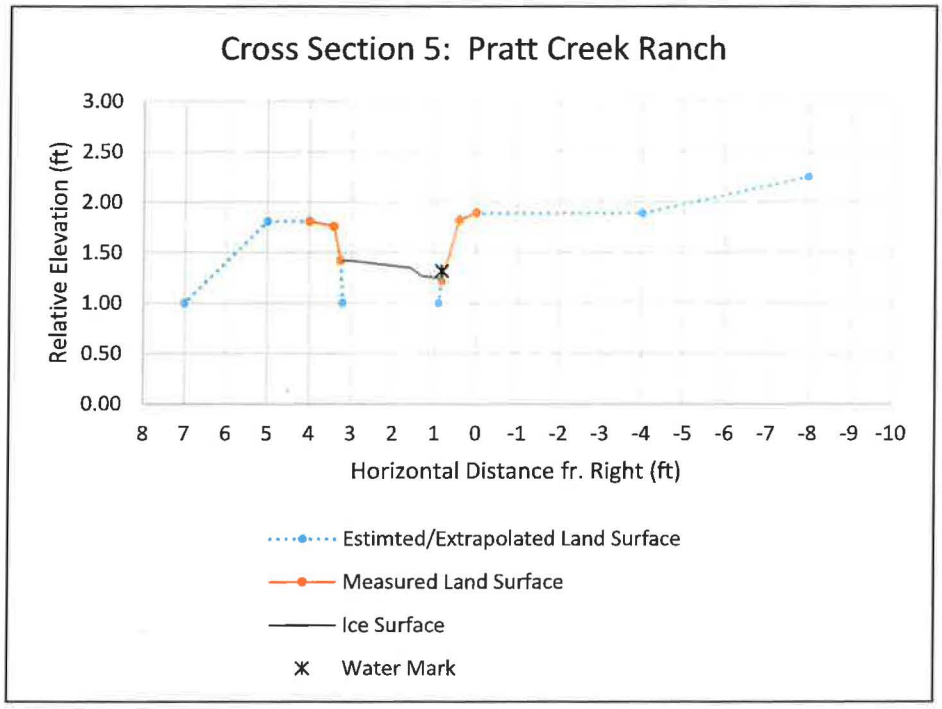
Location G

Moving back to the ditch, this is a spot on the ditch where little freeboard was observed, as shown in Photo 20 and Cross Section 5. The aluminum ruler on the staff is four feet long.



Photo 20. Freeboard observed at location G..

There is a small pocket spirit level on the staff to ensure it was level before measuring the profile. The aluminum ruler on the staff is four feet long.



Not too far downstream, the freeboard improves, as shown in Photo 21.



Photo 21. Freeboard improves just downstream of location G.

A hydrated soil hand sample of the ditch bottom near Location G was fine-grained and clayey.

LWMP4 Diversion

This point was not observed. From aerial imagery, it appears that at one time a channel from the Left Fork of Wimpey Creek may have connected to the Right Fork at or near this location. This channel is indicated as "inferred" in Figure 1 through Figure 3.

Location H

Photo 22 through 26 show a spot that Moulton indicated was of special concern. The ditch is tight against a slope with a steeper gradient, with a gravel road immediately at the top of the slope. Heavy willow growth is present. Moulton states that at current flow levels, this location can nearly overtop and at times does so. Photo 26 is looking uphill toward Location H. It shows rough ground, possibly due to prior erosion events that are partially healed by grass growth. It also may reflect the effect of cattle walking on ground that is saturated. Photo 26 also shows the road immediately at the top of the slope above the ditch.



Photo 22. Location H.



Photo 23. Location H.



Photo 24. Location H.
There are tree or shrub roots in the ditch bank.



Photo 25. Location H.



Photo 26. Looking uphill to Location H. The road is immediately at the top of the slope above the ditch

"Raymond A Brown" and "Jim Skinner" Diversion

This point was not observed. It may be the diversion that Moulton referred to as "Number Three."

Location I

At this location the ditch is on a steep hillside immediately beneath the gravel road. Photo 27 through Photo 30 show this general location. The aluminum-ruler part of the staff is four feet long. Photo 28 shows that the ditch is perched above the adjacent pasture.



Photo 27. Hillside at Location I.



Photo 28. Hillside at Location I. The ditch is perched above the adjacent pasture.



Photo 29. Hillside at Location I.



Photo 30. Hillside at Location I.

Location J

Photo 31 shows a location where Moulton stated concerns about the condition of the ditch and the downhill ditch bank.



Photo 31. Area of concern

Location K

A field ditch takes off of the main ditch at this location and runs generally parallel to it, toward the west-southwest. Photo 32 shows the split, with the main ditch crossing under the fence to photo right and the field ditch proceeding straight ahead beyond the orange canvas dam. Photo 33 shows the main ditch, looking west from Location K. Photo 34 is looking west along the main ditch from about 300 feet west of Location K.



Photo 32. Split where a field ditch takes off from the main ditch to the left at Location K.



Photo 33. Main ditch, looking west from Location K.



Photo 34. Looking west along the main ditch from about 300 feet west of Location K

"Eagle Valley RA" POD (western location):

No diversion or anything suggesting a historical diversion was observed at this location.

"LWMP1 Old Loc"

At this location, a channel that appears to be natural continues down the general topographic low of the valley toward the south-southwest. Three steel t-posts were observed spanning this channel, possibly to hold boards and/or canvas dams. These are shown in Photo 35. The trace of the channel goes diagonally from between the left-most t-posts towards the upper right corner of the photo. The staff is in a hole broken through the ice into water that was moving very slowly, if at all. Most flow was proceeding to the right of the photo into the channel marked as "Human Mod" in the "Wimpey Right Fork" feature in Figure 2 and Figure 3, though "Human Made" may be a more apt description. Photo 36 is looking northwest along the channel that carries most of the flow. The t-posts at the right of Photo 36 are the same posts shown in Photo 35



Photo 35. T-posts spanning channel at LWMP1 Old Loc.



Photo 36. Looking northwest along the channel that carries most of the flow at LWMP1 Old Loc.

There is no fish screen at LWMP1 Old Loc.

Location L

Between LWMP1 Old Loc and Location L, Contor and Contor followed the channel with some difficulty, as ice had dammed the channel and ice sheets had accumulated among the trees. Photo 37 through Photo 39 show this area, presented in downstream order. Photo 40 shows where the ice was broken near Location L. There was water in the channel, but moving very slowly. Reconnaissance ended at a fence line which was interpreted to be the end of the property that Contor and Contor were authorized to observe.



Photo 37. Channel between "LWMP1 Old Loc" and Location L.



Photo 38. Channel between "LWMP1 Old Loc" and Location L.



Photo 39. Channel between LWMP1 Old Loc and Location L.



Photo 40. Broken ice near Location L

Proceeding downstream from Location L to the southwest end of the GPS trace, the channel was less ice filled and it was easier to see that it is a well-developed channel in a linear topographic low through mature cottonwood trees. Photo 41 and Photo 42 show the character of the channel in this area. Beyond Location L, the ditch bottom was visible in some places, and it was clear that no water was flowing in the ditch.



Photo 41. Downstream from Location L to the southwest end of the GPS trace.



Photo 42. Downstream from Location L to the southwest end of the GPS trace.

Location M

North of the house and outbuildings, two small pipes carry water from the ditch downhill (south) into the Klemmer property. The white pipe on the east starts as four inch and is reduced to three inches. The black pipe on the west appears to be a two-inch or two-and-one-half inch pipe. These are shown in Photo 43 and Photo 44.



Photo 43. White pipe at location M.



Photo 44. Black pipe at location M.

Location N

Photo 45 shows the ditch just upstream of where it turns south under the road to the Klemmer property. Photo 46 shows this turn in the ditch, and Photo 47 shows a trace of ditch continuing west. This trace actually is more apparent on aerial imagery than in the field. South of the road, the ditch splits, with one branch turning back east towards the Klemmer buildings and one turning west toward the Applicant's proposed POU. Photo 48 shows the west branch. The jack fence going toward photo left is the boundary fence, with Applicant's proposed POU beyond the fence.



Photo 45. Ditch just upstream of the Klemmer property at Location N.



Photo 46. Ditch turning south to the Klemmer property at Location N.



Photo 47. North of the road, a trace of the ditch continuing west after the main ditch turns under the road at Location N.



Photo 48. South of the road, the west branch of the ditch continuing west-southwest toward the Applicant's proposed POU.

LWMP2

This diversion was observed from the car, but no photos were taken. It is an active POD with a metal screw gate and a fish screen, supplying a ditch that can serve lands south of the channel mapped as Wimpey Left Fork in Figure 2 and Figure 3.

Location O

Location O is used to refer to observations on the Applicant's proposed POU.

Photo 49 looks back to the east-northeast (upstream) towards the jack fence in Photo 48, at the continuation of the ditch in that photo.



Photo 49. Looking upstream toward the jack fence shown in Photo 48.

Looking down at the location of Photo 49, Photo 50 shows the inlet of a small culvert for a field entrance, with rocks and a low-bank section consistent with an irrigation turnout. This is identifiable as a location where water is visible leaving the ditch to irrigate the pasture in a summer-2022 video provided to RMEA by legal counsel. Other, similar turnout locations were observed, including three marked in Figure 1 with GPS waypoints. Photo 51 is typical.



Photo 50. Inlet of small culvert at Location O.



Photo 51. Typical turnout location for irrigation.

Photo 52 and Photo 53 follow the Applicant's fence line as it turns south along the western edge of the parcel. Two ditches are apparent; a larger ditch nearest the fence, appearing less used, and a smaller, active ditch inside the parcel from the larger ditch. In

Figure 2 and Figure 3, the location of the larger ditch is marked as a "Ditch Trace." The smaller, active ditch appears to have been used for irrigating the proposed POU. Photo 54 confirms aerial-image interpretation and observation from the car that the larger ditch or ditch trace at one time connected to the active, lower ditch mapped extending west from LWMP1 in Figure 1.



Photo 52. Two ditches along the applicants fence line. The larger, less-used ditch is in the center of the photo. The smaller, more-active ditch is at the left.



Photo 53. Two ditches along the applicants fence line.



Photo 54. Larger ditch or ditch trace connecting to the active, lower ditch.

The proposed place of use itself is shown in Photo 55 through Photo 57. Unfortunately, the camera lens was fogged when these photos were taken. It is difficult to see in Photo 57, but along with a robust grass stand, there is moss within the sod in places. This is

consistent with very tall grass and active irrigation shown on the proposed POU in the 2022 video provided by legal counsel.



Photo 55. Proposed place of use.



Photo 56. Proposed place of use.



Photo 57. Robust grass and moss within the sod.

LWMP1

LWMP1 is a metal screw gate along the apparently human-made channel that extends west-southwest from LWMP1 Old Loc. It was closed on the day of reconnaissance, and flow was directed to the south back towards Wimpey Creek, with no flow continuing down the active ditch that proceeds west-northwest from the screw gate. Photos 58 through 60 show this location, though the photo quality is poor. A fish screen is on the ditch downstream (to the west) of the screw gate. It was not observed from close up.



Photo 58. IDWR tag on LWMP1 metal screw gate.



Photo 59. LWMP1 metal screw gate, looking upstream along the apparently human-made channel from LWMP1 Old Loc to LWMP1.

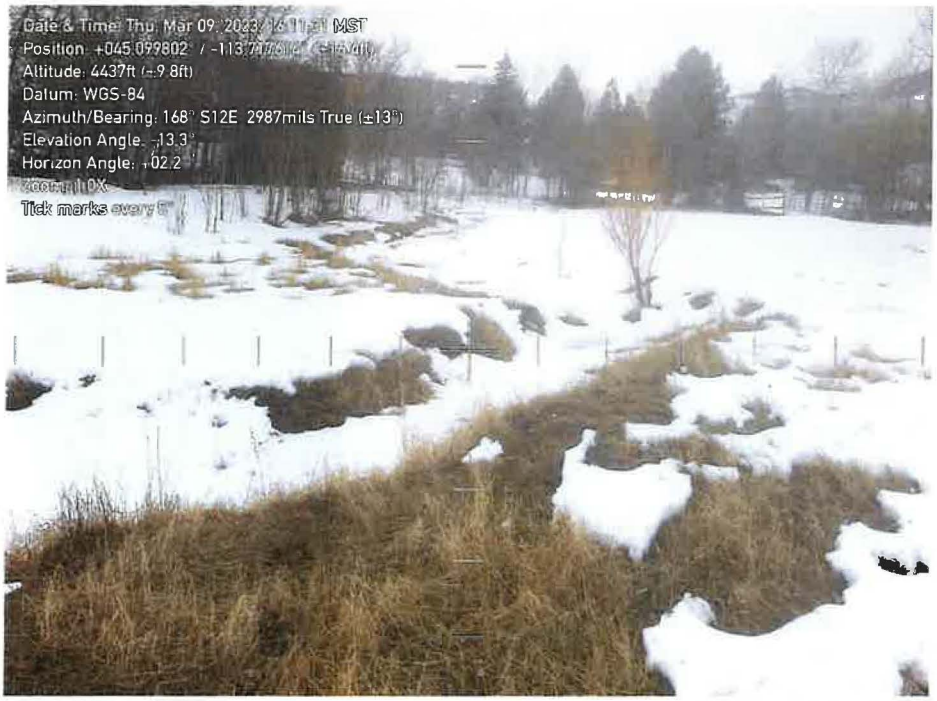


Photo 60. Looking south (downhill) from the LWMP1 metal screw gate along the apparently human-made channel that carries water from LWMP1 to the local topographic low and other Wimpey Creek channels.

LWMP0

The diversion itself was not observed. It is mapped as immediately downstream of the Lemhi Road Bridge.

Photo 61 shows the location just upstream of the Lemhi Road bridge where downstream flow was measured with the Swoffer propeller-type current meter. It is difficult to see in the photo, but ice was chipped back to a solid rock at LEW and to the bank at REW. Ice appeared to be suspended on rocks in the channel, so that there was free air between the ice and water surface at least at the exit point. The measured flow rate was 2.21 cfs.



Photo 61. Swoffer measurement just upstream of the Lemhi Road bridge.

At the Lemhi Road bridge, the water temperature was 1.1° C and the electrical conductivity was 197 to 200 uS/cm, using the same instrument that had been used at the "Y" location. Again, this is in a range typical of surface water.

Ditch Use History on Nelson Parcel

For purposes of considering the extent of use of the ditch for irrigation of the Nelson Parcel, the following answers to discovery questions were provided by Kirk Klemmer (who has lived on his property for 32 years) stating that the Nelson Parcel had been irrigated 2-3 times per year for 32 years:

INTERROGATORY NO. 22.: Please describe how long you have lived on the property you either own or manage that receives water from Wimpey Creek.

Answer NO. 22: 32 years

INTERROGATORY NO. 36.: Please describe the times you have witnessed the Applicants' property being irrigated, with irrigation defined as the artificial application of diverted water.

Answer NO. 36: 2-3 times a year for 32 years. Sometimes this is from "waste water" or ditch water not being used by the three ditch water right owners. Any excess flows onto Applicants property.

The extent of use of the ditch informs the question of whether an easement right exists for use of water on the Nelson Parcel. I am informed by legal counsel that "'[m]ere nonuse of an easement generally does not effect an abandonment.' *Bedke v. Pickett Ranch and Sheep Co.*, 143 Idaho 36, 137 P.3d 423 (2006); *See also Kolouch v. Kramer*, 120 Idaho 65, 813 P.2d 876 (1991). Further, '[a]bandonment of a property right must be evidenced by a clear, unequivocal and decisive act.' *Weaver v. Stafford*, 134 Idaho 691, 698, 8 P.3d 1234, 1241 (2000)." The determination of whether an easement for the Nelson Parcel remains is a legal conclusion, informed by facts. RMEA reviewed the history of irrigation on the proposed POU for purposes of this easement question, but also for purposes of an injury analysis.

It is acknowledged that the proposed POU is not contained within the authorized POU of an existing water right, which has necessitated the need for the transfers. This review is not intended to assert that a water right for the Nelson Parcel exists, rather, it is to address the easement question and ditch-capacity analysis to confirm that the ditch was historically used to irrigate the Nelson Parcel.

Following the figures attached to this report are 10 maps representing snapshots in time from the 1970s or early 1980s through 2021. Most of the maps use an approximate proposed POU that is missing a small triangle on the southwest tip. An IDWR water-right report printout follows the maps, for superseded right 74-2183. The indications of these documents are summarized in Table 1.

Table 1. Use History Review

Document	Date	Comment
Map Review: Lemhi Adjudication Map	From Lemhi Adjudication investigation, predating 1982 Decree	Indicates 20.4 acres of irrigation in the quarter-quarter section containing the bulk of the proposed POU, associated with rights 74-0210 and 74-2183. Ditch traces document how water was delivered and applied. Site observation, ditch locations and review of later aerial imagery confirms that irrigation must have been south of the road that bisects the quarter-quarter from northeast to southwest
Map Review: Snake River Basin Adjudication Image Circa 1988	Circa 1988	The proposed POU and nearby parcels to the east and west clearly are irrigated, as evidenced by robust dark green colors in the image. Image resolution is too poor to definitively identify ditches, though some indications can be seen.
Map Review: USDA NAIP Image 2004	2004	The proposed POU and the adjacent parcel to the east are irrigated, as evidenced by moderately robust green colors. Adjacent and nearby parcels to the east are more robustly irrigated.
Map Review: USDA NAIP Image 2006	2006	The proposed POU is gravity irrigated, as evidenced by strips of robust green extending downhill from the north boundary, interrupted by patches of gray/tan indicating skips in irrigation. Nearby parcels show similar patterns consistent with gravity irrigation.
Map Review: USDA NAIP Image 2009	2009	The proposed POU and the adjoining parcel to the west appear not to be irrigated. The adjoining parcel to the east is robustly irrigated, and beyond that the nearby parcels are irrigated but not as robustly.

Document	Date	Comment
Map Review: USDA NAIP Image 2011	2011	The parcel to the west is partly irrigated. The proposed POU is irrigated, but not robustly. Adjacent and nearby parcels to the east are irrigated.
Map Review: USDA NAIP Image 2015	2015	The parcel and adjacent and nearby parcels to the east and west are irrigated.
Map Review: USDA NAIP Image 2017	2017	The proposed POU and the adjoining parcel to the west appear not to be irrigated. The adjoining and nearby parcels to the east are irrigated.
Map Review: USDA NAIP Image 2019	2019	The proposed POU is gravity irrigated, as evidenced by strips of robust green extending downhill from the north boundary, interrupted by patches of gray/tan indicating skips in irrigation. Nearby parcels show similar patterns consistent with gravity irrigation.
Map Review: USDA NAIP Image 2021	2021	This is a false-color image, where growing vegetation appears as red and open water appears as black or very dark blue. The proposed POU and adjoining and nearby parcels are irrigated.
Water Right Report 74-2183	Printed 2023	The right is indicated to be "superceded by decree." Though not specified, this would be the Snake River Basin Adjudication decree of 2014. In the notes at the bottom of the document, a decree date of December 30, 1982 is given. This would be the date the right was decreed in the Lemhi Adjudication. The water right report indicates authorization of 20 acres of irrigation in the quarter-quarter containing most of the proposed POU.

Of all the photos, only the 2009 and 2017 images do not appear to show the proposed POU being actively irrigated. All the other documents indicate irrigation occurring at the proposed POU, and the ditch supplying the proposed POU is at least somewhat evident in all but the 1988 image and the water right report.

Almost continual irrigation in a record that starts in the 1970s or early 1980s, the site reconnaissance described above, and the lack of any evidence of pumps, piping, or other delivery systems all confirm that delivery to the property has been through the ditch system that would be used under the proposed transfer. Further, the existence of right 74-2183 decreed in the Lemhi Adjudication indicates that the irrigation was formally authorized on the proposed POU until that water right was superseded by the final Snake River Basin Adjudication decree in 2014. The presence of this empirical evidence is consistent with the statement from neighbor Kirk Klemmer, who has lived on his property for 32 years, that the parcel was irrigated 2-3 times per year for 32 years. RMEA is informed by legal counsel that where the ditch was used continuously, when applied to the standard for abandonment of an easement right, legal abandonment of that easement has not occurred, as abandonment does not occur if it is used. In fact, RMEA is informed that abandonment does not even occur from mere nonuse of the easement.

Assessment of Pre-transfer Status and Conditions

The administrative character of the channels shown in Figure 2 and Figure 3 may or may not be important in the context of a transfer, but they illustrate that despite the recent Snake River Basin

Adjudication, there are ambiguities in the water right data for Wimpey Creek. The administrative character of the channel symbolized as "Human Mod" of the "Wimpey Right Fork" feature between LWMP1 Old Loc and LWMP1 in Figure 2 and Figure 3 especially is ambiguous, as these both are listed as PODs for active water rights. Ordinarily, a POD is where water is taken from a public source and delivered to a ditch or other controlled delivery system. Being downstream of LWMP1 Old Loc, this channel should administratively be a ditch. But being upstream of LWMP1, it should be a channel of the public water source.

Additional ambiguity is associated with the listed PODs for the rights proposed to be transferred:

- 74-210A is authorized to be diverted from LWMP1 Old Loc;
- 74-734A is authorized to be diverted from LWMP2;
- 74-16256 is authorized to be diverted from LWMP2.

While water could reach the POU for 74-210A from its listed POD, it could only do so by passing through LWMP1, which is not listed as an authorized POD for 74-210A. Water cannot reach the POUs for the other two rights from their listed POD, because it is on the wrong side of what is labeled in the figures as Wimpey Left Fork and no flume exists. This is not unique to these rights; during site reconnaissance, Moulton described at least three other rights that are listed with PODs on the opposite side of the creek from their POUs. Another example of informal deviations from IDWR-recorded water rights is that during site reconnaissance, Moulton repeatedly stated that 1891 right 74-210B (owned by Kirk Klemmer) is diverted through LWMP5 and conveyed to the POU via the ditch proposed to be used in the transfer. He explained that he always has to let a little water down the ditch to satisfy the senior user beyond him. However, IDWR maps and the water right report for 74-210B describe it as authorized only to be diverted from LWMP1 Old Loc.

The fact that irrigation and water use continue despite these ambiguities in the water right data, and the evidence of continued irrigation of the proposed POU after the right was superseded in 2014, confirm that informal arrangements for water use are common in the area. Under that paradigm, this transfer should be seen not necessarily as a proposal for a change subject to a typical injury analysis so much as a formalization of long-standing practice. The difference between the transfer proposal and the long-standing practice is that the transfer will ensure that irrigation ceases on the lands from which the water rights are transferred. Depending on what the source of water has been for the informal use since at least 2014, the primary effect of the transfers is to ensure the water rights match the water use on the ground and could reverse what may be a *de facto* enlargement from the informal practice. Legal counsel informs RMEA that the owner of 74-210B may, in the future, be subject to a similar transfer.

Injury Analysis

Under the paradigm that this transfer simply formalizes long-standing practice while eliminating what may be a *de facto* enlargement, the transfers cannot result in any injury. However, despite evidence of the historic irrigation of the Nelson Parcel, in the interest of thoroughness, this report also addresses the standard injury questions as though the water use on the Nelson Parcel would

be a new use. If the evaluation of injury were to be considered relative to what might have been rather than what is, the following analysis would apply. For each of the factors, the discussion that there will be no injury relative to current practice remains an important consideration.

For purposes of this report, injury is defined as a material reduction in beneficial use by any other water user, junior or senior.

RMEA considered the following potential components of injury:

- Enlargement of use;
- Relocation of return flows;
- Loss of carriage water from former ditch;
- Effect of carrying the right via the proposed ditch;
- Effect of moving the POD upstream.

Enlargement of Use

Because the transfer proposes to move irrigation authorization from one location to an adjacent location, with no change in purpose or increase in acreage, there is no enlargement from the transfer itself.

Relocation of Return Flows

Especially in systems that rely on gravity irrigation, at some locations along streams, return flows from the irrigation of upstream diverters can be important part of supply for downstream diverters. A transfer that moves the location of return flows can interfere with this component of supply.

Both overland and shallow subsurface return flows from the pre-transfer places of use illustrated in Figure 4 would accrue to Wimpey Creek between LWMP2 and LWMP0, and be available at LWMP0. Assuming gravity irrigation, perhaps as much as one-third of the total diversion rate could accrue for availability at LWMP0. After the transfers, 0.03 cfs would be diverted from LWMP1 Old Loc and therefore its return point would not change. The remaining 0.13 cfs would be diverted from LWMP5. Its subsurface returns would accrue to approximately the same locations as before the transfer, with possibly additional lag time. Overland return flows would accumulate in the channel between LWMP1 Old Loc and LWMP1, or in the ditch that proceeds to POUs under 74-210C and 74-210D. Assuming gravity irrigation, 100% overland flow and a one-third runoff rate, as much as 0.04 cfs of return flows could be made available to those two rights instead of to 74-15683, the sole right listed by IDWR as diverted from LWMP0.

The authorized diversion rate for 74-15683 is 0.04 cfs. Per Watermaster French, even in 2021 which was a "scary" year, there was approximately one cfs in Wimpey Creek at the Lemhi River not far below LWMP0, so there would have been adequate water for 74-15683 even had flows been less by this small amount of redirected return flow. There are no other PODs listed from Wimpey Creek below LWMP0. Because 74-210C and 74-210D are senior rights, they likely already have a full supply. Any extra water delivered down that ditch in all probability would not be consumed, but by conservation of mass would eventually accrue to the Lemhi River as would returns that accrued initially to

Wimpey Creek. Additionally, as provided by the General Provisions for Basin 74, Wimpey Creek is administered separately from the Lemhi River, so there is no requirement or obligation to satisfy water rights on the Lemhi River from Wimpey Creek water.

Loss of Carriage Water

Typically, transferring a water right out of a ditch, especially a senior right, can harm other users of the ditch. One mechanism is the loss of early season wetting of the ditch before spring runoff begins in earnest. Per Moulton, high water typically does not come until mid-May, and he expressed concerns over the effects of priority with early irrigation before high water comes. When the senior right(s) are diverted early, the burden of wetting up the ditch so that it will carry water is borne entirely by the senior user(s). The other mechanism is that throughout the irrigation season, seepage rate primarily depends on the top width of the ditch and the materials of construction (Hubble Engineering, Inc. Guidelines for the Evaluation of Irrigation Diversion Rates for Idaho Department of Water Resources. 1991). Because of the geometry of typical irrigation ditches and the flow dynamics of velocity with increased rate of flow, seepage rate in absolute terms is nearly constant over a fairly wide range of flows, which means that as a percentage of flow it increases as the flow rate is reduced.

If a ditch did exist that crossed the creek between the LWMP2 and the currently-authorized POUs under these rights, it would be a short ditch and the loss of carriage water would be minimal. The transfer proposes to move 0.10 cfs from a POD with total authorizations of 0.954, which is only about 10.5 percent of the total flow. However, because the rights cannot be delivered to POUs from the authorized POD, this only is a hypothetical consideration and RMEA concludes that there is no practical injury potential from loss of carriage water at this location.

Effect of Carrying the Right via the Proposed Ditch

Conceptually, the effect on users of the proposed ditch of a senior right entering the ditch is a benefit, by the same mechanisms that removal of the right from the original ditch could be a potential harm. A practical effect, rather than a water-right question, is whether the ditch has the capacity to accommodate the additional flow. This is discussed further in a later discussion regarding specific concerns of Protestants. Another practical effect is that the proposed change is small relative to the total capacity of the ditch and the rights already conveyed by it. Any benefits conferred, or detriments precipitated, would be very small.

Effect of Change in POD

If a stream is gaining, a downstream senior can be satisfied by gains, either from tributaries or from groundwater contribution. This can give upstream juniors water that is available in the stream at that point. Because this transfer proposes to move PODs upstream, RMEA considered whether the stream gains water using the following approaches:

- Watermaster Interview

- USGS StreamStats web application (https://streamstats.usgs.gov/ss/) for estimating flow characteristics;
- Well log review;
- Observation of an unnamed tributary entering Wimpey Creek from the south, between LWMP05 and LWMP2;
- Field measurement of stream temperature and electrical conductivity;
- Flow measurements near the top and near the bottom of the reach to be spanned by the proposed transfer;
- Consideration of irrigation return flows.

Watermaster Interview

Watermaster French indicated that in general, Wimpey Creek is a gaining stream. However, she was not certain whether the gaining reach extends downstream beyond LWMP5.

USGS StreamStats

The StreamStats application was applied at the locations, and with the results, indicated in Table 2. Full results are attached. The "1 Day 10 Year Low Flow" is the lowest one-day flow expected once in ten years on average, and the "7 Day 2 Year Low Flow" is the estimated lowest seven-day average flow expected every two years on average. The "50% Duration" values indicate that over a long period of record, the expectation is that half the time, the flow rate will be equal to or greater than the June and August "50% Duration" flows, and half the time it will be equal to or less than the estimate. These estimates are based on statistical regression from gauged basins in the region.

Table 2. StreamStats results

Location	1 Day 10 Year Low Flow (cfs)	7 Day 2 Year Low Flow (cfs)	June 50 % Duration (cfs)	August 50% Duration (cfs)
LWMP5	1.46	2.36	20.5	2.58
Unnamed Tributary	0.0109	0.0231	0.004	0.00628
LWMP1 Old Loc	1.42	2.32	17.8	*
LWMP2	1.40	2.30	17.5	2.22
Lemhi Road Bridge	1.43	2.33	17.9	2.26

* The full report did not print and this value is not available

The discrepancy between the "1 Day 10 Year" minimum and the "August 50% Duration" values for the unnamed tributary underscore the importance of noting the warning in the report that the catchment for this estimate was outside the range of validity for the regression equations.

The regressions are driven primarily by drainage area, mean basin slope and mean basin elevation. Local geology and hydrogeology are not taken into consideration. RMEA

considers that the StreamStats results do not indicate that Wimpey Creek would be a losing stream, but rather than absent groundwater contribution, it would not be expected to be a gaining stream.

Well Log Review

Well Driller's logs provide some insight into subsurface geology, though they must be used with caution as there sometimes are mistakes. Comparison between the stream elevation and water levels in wells is further compromised by precision in locating the well and in interpolating elevations from the topographic map.

With those caveats, RMEA was able to identify approximate locations for 13 wells in the area. Table 3 provides a summary of key indicators from the wells. In the context of stream gains from groundwater, the importance of each of these key factors is:

- Permeable surfaces near land surface: Percolation from irrigation has a possibility to be stored as shallow groundwater, to return to the stream as late-season cool flows that could benefit fisheries.
- Lack of permeable surfaces near land surface: Percolation from irrigation is less likely, so return flows will be more rapid, likely warmer, and subject to interception by surface features.
- Static water level above the first water-bearing zone: An upward vertical gradient exists that could move groundwater upward, if permeable materials were present to accommodate flow.
- Permeable materials between the stream elevation and the top water-bearing zone: The possibility of upward movement of water exists.
- Static water level in the well is at higher elevation than the nearby stream elevation: There may be enough upward gradient to move groundwater into the stream if permeable materials were present to accommodate flow.

Useful logs were not obtained from all the wells that were mapped, so there are gaps in the lettering sequence in Table 3.

Table 3. Well Log Summary

Well	Permeable Near Surface	Upward Vertical Gradient	Permeable Above Water Table	Well Water Level Above Stream Elevation
B	Y	Y		Y
C	Y	Y	Y	
D	Y			
E3		Y		
F				
H	Y		Y	
K	Y		Y	
M	Y	Y		
N		Y	Y	
P	Y	*	Y	*
Q			Y	Y
R	Y		Y	

Well	Permeable Near Surface	Upward Vertical Gradient	Permeable Above Water Table	Well Water Level Above Stream Elevation
S				

* Static water level in well was not given

In the context of the path of return irrigation flows to the stream, eight of the thirteen logs suggest that shallow subsurface flow could be important.

In the context of general upward gradient, five of the thirteen well logs suggest general upward pressure from deeper zones. Two of these are in wells that showed permeable materials above the water table that could provide a path for upward movement of water.

Two of the thirteen logs showed water-level elevations higher than the nearby stream elevation, suggesting the possibility of shallower groundwater moving into the stream. These data are the least reliable, due to imprecision in the location of the wells, imprecision in reading well elevations, and lack of adjustment for lateral groundwater gradient for wells not immediately adjacent to the stream.

Observation of Unnamed Tributary

As reported above, flow in the unnamed tributary was estimated at approximately 0.21 cfs during reconnaissance. Either this is a gross overestimate, or the StreamStats values are an underestimate. Regardless, the calculation of gains/losses from the flow measurements discussed below implicitly includes the net effect of this inflow. The lack of precision only affects the ability to determine how much of the change across the reach may be attributed to groundwater interaction and how much to this tributary.

Field Measurement of Temperature and Electrical Conductivity

Groundwater tends to have stable year-round temperatures near the mean annual air temperature for a location, which at Wimpey Creek likely is on the order of 50 degrees F or 10 degrees C. In the winter, an increase in water temperature from upstream to downstream could be an indicator of gains from the aquifer. In the summer, a decrease in temperature could indicate gains.

Electrical conductivity in water comes from dissolved ions, which in natural systems primarily are dissolved minerals. Groundwater tends to have greater electrical conductivity than surface water.

Table 4 shows that the results from the temperature and conductivity measurements discussed in the field reconnaissance section are inconclusive; conductivity is consistent with slight gains, but temperature is not.

Table 4. Temperature and Electrical Conductivity

Location	Temperature, Degrees C	Conductivity, uS/cm
"Y" near map Location F	1.5	185 – 193
Lemhi Road bridge near LWMP0	1.1	197 – 200

Flow Measurements

Table 5 provides the flow measurements and gain/loss calculations. One complicating factor is the treatment of flow that continued down the channel marked "GPS Trace" downstream of LWMP1 Old Loc in Figure 2 and Figure 3, or along the line of GPS and photo points near Location L in Figure 1. In the two locations where the ice was broken, water was observed but little movement was noted. The flow had generated the ice sheets shown in photos, and the downstream extent of the channel clearly was dry. The basic equation for calculating stream gains and losses is to sum the outflows, subtract the inflows, and adjust for changes in storage if a steady-state condition cannot be assumed. A negative result indicates stream losses, and a positive result indicates gains. In Table 5, the first column of results takes flow measurements at face value, assuming that seepage from the channel at "LWMP Old Loc" becomes hyporheic flow that is captured by the creek above the downstream measurement point. The second column treats it as an additional outflow, estimated at 0.10 cfs. The third and fourth columns adjust for estimated imprecision in the flow measurements, with the downstream measurement taken to its upper limit and the upstream measurement taken to its lower limit. The upstream measurement is discounted by 5% based on good measurement conditions, and the downstream measurement is increased by 10% based on more challenging conditions. This biases the results towards indicating gains but is within the realm of possibility.

As discussed above, the calculated gain or loss implicitly includes the small effect of the unnamed tributary, so effects cannot be attributed solely to groundwater interchange.

Table 5. Flow Measurements and Gain/Loss Calculations

Component	Face Value, No Adjustment for LWMP1 Old Loc (cfs)	Face Value, LWMP1 Old Loc as Outflow (cfs)	Bias for Uncertainty, No Adjustment for LWMP1 Old Loc (cfs)	Bias for Uncertainty, LWMP1 Old Loc as Outflow (cfs)
Downstream Flow	2.21	2.21	2.43	2.43
Estimated residual flow at LWMP1 Old Loc	0.00	0.10	0.00	0.10
Sum of Outflows	2.21	2.31	2.43	2.53
Inflow at Upstream Measurement	2.68	2.68	2.55	2.55
Gain (positive) or Loss (negative): Outflows minus inflows	-0.47	-0.37	-0.12	-0.01

Considering all the data, it is RMEA's opinion that outside the irrigation season, the stream is not a gaining stream between LWMP05 and LWMP0. It is most likely that it is a losing reach, but that the losses are small.

Effect of Irrigation Return Flows

Because of irrigation return flows via overland flow or shallow subsurface contributions, there could be gains to Wimpey Creek from irrigation during the irrigation season. From the aerial photography, it appears that the vast majority of irrigation return flows to Wimpey Creek would originate from LWMP5 and accrue to the channel mapped in Figure 2 and Figure 3 as Wimpey Right Fork. Only the 0.06 cfs of 74-210A is currently authorized for diversion from the Wimpey Right Fork channel, so it is the only right proposed for transfer that would have benefited substantially from irrigation return flows at its authorized location.

This is not an issue early in the season before stream flows increase and junior rights come into priority. Under those conditions, there will be no return flows from irrigation to support diversion at the LWMP1 Old Loc because there has not been preceding irrigation to provide return flows. The change in POD would not affect other rights.

Once high flows arrive, irrigation-return flows will begin to accrue, but given high-flow conditions, there would be adequate water at LWMP5 to support all rights including those transferred, and no injury from the change in POD.

Loss of irrigation returns potentially could be a problem later in the season, when high flows begin to decline. As a practical matter, the StreamStats data indicate that flows at LWMP5 should be adequate to support the currently-authorized rights at LWMP5 that would be in priority later in the season along with the 0.06 cfs proposed to be transferred from Wimpey Right Fork channel. The remaining 0.07 cfs is more junior and even if divertible would not have enjoyed return-flow benefit, so its transfer would have no effect.

As with the other injury questions, this is hypothetical discussion; the practical effect of the transfer only will be to authorize a practice that was continued informally after authorization was superseded by the 2014 Snake River Basin Adjudication decree. To the extent that the discussion does apply, it applies equally to the informal practice of diverting 74-210B and to the proposed formal transfer of 74-210A.

Futile Call Considerations

Ordinarily, under losing-stream conditions, moving a senior right upstream benefits upstream juniors; when the senior right is downstream, juniors have to pass enough water to supply both stream losses and the senior right, but when the senior right is moved upstream the juniors are relieved from supplying the stream losses.

When flows become so low that a downstream senior's call would be futile, it means that even if upstream juniors curtailed use, the water still would not reach the senior. When the watermaster determines the call would be futile, upstream juniors would continue to divert and the downstream senior would forego irrigation. Transferring the senior upstream would give her or him access to water even during futile call, depriving upstream juniors.

Watermaster French reported that Wimpey Creek never goes on futile call.

Summary of Injury Analysis

From a practical viewpoint, there cannot be injury because the transfers propose only to formalize long-standing irrigation of the proposed POU via the ditch that long has been used.

Setting this aside, changing to the proposed PODs and POUs could affect the potential for injury as indicated in Table 7.

Table 7. Summary of Formal Injury Considerations

Injury Mechanism	Comment
Enlargement	Transfer may solve *de facto* enlargement that currently exists under informal arrangements.
Relocation of returns	Flows are sufficient to supply the only downstream right potentially affected.
Loss of carriage water	Hypothetically, only a small amount of water would be taken out of the original ditch for a short distance.
Effect on users of proposed ditch	The water-right injury potential is low because the primary effect would be to confer a carriage-water advantage. Specific Protestant concerns regarding ditch capacity are a practical and not a water-right matter, and are discussed below.
Effects of moving POD upstream	There are two possibilities for potential injury under the proposed transfer, neither of which appear to be material during the irrigation season (during priority administration). First, moving 74-210A could reduce its access to irrigation return flows at the currently authorized POD, thereby increasing the burden it would impose on juniors at the new POD. However, water availability at the new POD appears to be adequate, and given the small flow rate proposed for change in the transfers this potential mechanism does not appear to be a practical issue. Second, in the case of a futile call, moving the POD upstream could insulate the right from futile call and impose additional burden on juniors at the upstream location. However, the Watermaster indicates that futile call is not used on Wimpey Creek.

Whether an Easement Exists

As described above, whether an easement benefitting the Nelson Parcel exists is a legal question informed by on-the-ground facts. The site reconnaissance, videos provided to RMEA by legal counsel, the discovery-response statement from neighbor Kirk Klemmer, and documentation of the history of irrigation confirm that the ditch has been used to convey water to use on the proposed POU for many years, up through and including 2022. Further, The IDWR water-right printout for 74-2183as well as an associated Lemhi Adjudication map indicate that the irrigation was formally authorized until that right was superseded by the Snake River Basin Adjudication

decree in 2014. This is not an argument that there is currently a water right on the property, but documentation of the historical extent of use of the ditch.

Consideration of Protestant Concerns and Letter of Concern

Protestants have raised additional concerns that appear to be more practical in nature and not necessarily water-right specific issues. Many of these overlap in part with issues discussed in a letter of concern, which is not formally relevant in the transfer process but does discuss important factors. With additional clarification offered by Moulton during the site reconnaissance, concerns include:

- Effect on other senior right holders if 74-210A were transferred to LWMP5;
- Impacts to other ditch holders and water users via the Lemhi "High Flow" General Provisions;
- Sufficiency of 0.13 cfs to travel down the ditch to the proposed POU;
- Sufficiency of 0.13 cfs to irrigate the proposed POU;
- Capacity of the ditch;
- Capacity of the 15-inch CMP culvert near Location D.
- Whether gravity (flood) irrigation is a reasonable method of irrigation;
- Effect on late-season flows in Wimpey creek for habitat and fisheries needs;
- Whether the transfer would precipitate excessive diversion rates in order to satisfy ditch evaporation and ditch seepage;
- Excessive ditch loss;
- Excessive evaporation;
- Alteration of stream bed;
- Invasion of privacy and potential for trespass.

The protests and letter of concern appear to be drafted from a paradigm that what is proposed is a substantial change from the status quo. The field reconnaissance, 2022 videos and history of aerial images all indicate that instead, the transfers are primarily a formalization of long-standing practice. The existence of an informal arrangement for this POU is not atypical for Wimpey Creek, and ironically, not even for other users of the ditch to be used for this transfer.

With this factual background, the primary response to all these concerns is that the practice has been long standing, and its formalization should not increase its impact. Additional discussion includes the following:

Effect on other senior right holders if 74-210A were transferred to LWMP5

During the site reconnaissance, Moulton expressed a concern that moving this senior right to an upstream POD would allow the Applicants to "demand" so much of the flow of the stream that at times of low supply, downstream seniors would be deprived. In reality, a senior water right is both a floor and a ceiling. There is no administrative mechanism for a 0.13-cfs right to receive more than 0.13 cfs *at the point of diversion* regardless of its priority date. Likewise, there is no administrative mechanism for any senior right to receive more than its proportionate share with peers, if flows are not adequate to provide a full supply to all users with the same priority date.

As a practical matter, Protestant Payne has indicated that with the approval of the other ditch users, he acts in the capacity of ditch rider and perhaps even as a *de facto* deputy watermaster, asserting that he "attempts to limit POD flows to protect rights of downstream [water right] holders… while maintaining subject water rights." Because of this additional management of LWMP5, it is likely that moving the right to this POD would make it less rather than more likely for over-diversion to occur.

Impacts to other ditch holders and water users via the Lemhi "High Water" provisions

Moulton also expressed grave concerns that a senior water right would give Applicants the right to demand vast quantities of water under special provision for high-water diversion in the Lemhi basin, to the exclusion of other ditch-users' enjoyment and to the detriment of other diverters from Wimpey Creek..

The Basin 74 General Provisions provide for the following:

> The following general provision shall govern the use of "High Flow" surface water for irrigation use within the Lemhi Basin:
>
> The practice of diverting high flows in the Lemhi Basin, in addition to diverting decreed and future water rights that may be established pursuant to statutory procedures of the State of Idaho, is allowed provided:
>
> (a) the waters so diverted are applied to beneficial use.
> (b) existing decreed rights and future appropriations of water are first satisfied.

The plain language of this provision provides that existing water rights must be satisfied first before high flows can be diverted. The seniority of a water right in a ditch has no bearing on the diversion of high flows. The high flow water is generally diverted out from the ditch on irrigable lands to bring up the water table and effectively recharge water that will eventually help feed stream base flows later on. Legal counsel assures RMEA that the amount of water diverted for high flows is determined by the ditch users as provided in Idaho Code § 42-1301 et seq. and not by any one user, and certainly not in excess of the capacity of the ditch.

Sufficiency of the proposed water right to travel down the ditch to the proposed POU

During field reconnaissance, Moulton clarified that his concern is that early in the spring, when flows are low and only the proposed 0.06 cfs of 74-210A would be in priority, it would not be enough water to wet the ditch and reach the proposed POU. This may be true. However, if the informal arrangement that delivers equal-priority right 74-210B to the adjoining parcel were formally authorized, the two rights together could complement one another in hydrating the ditch for both Nelson and Klemmer. Accordingly, the addition of 74-210A, which would add more senior water to the ditch, would wet up the ditch faster and this benefit would accrue to all users of the ditch.

Even if the informal arrangement for 74-210B were terminated, the effort to deliver 74-210A would benefit all users of the ditch even if it did not reach the proposed POU before high water began to become available in the spring.

Sufficiency of 0.13 cfs to irrigate the proposed POU

The standard duty of water in Idaho is 0.02 cfs per acre, and this proposed transfer very nearly matches that standard. Soils in the area generally are fine grained. A robust stand of grass with well-developed sod and moss indicates that the parcel has successfully been irrigated for a long period of time. The size of the ditches observed during reconnaissance and the flows of water seen in the 2022 video do not suggest that an excessive rate of flow has been needed to accomplish this.

Setting those facts aside, whether 0.13 cfs is adequate to irrigate the proposed POU is fundamentally the Applicant's problem, and there is no practical harm to others if it is not as successful as perhaps a larger stream of water might be.

Capacity of the ditch

Protestant Payne documents his interpretation of the gauge to mean that "high water flows" are in the range of 1.5 to 1.9 cfs, "usually 6 weeks +/-." He also documents his calculation that the authorized water rights through the ditch sum to 1.42 cfs. This leaves capacity for (1.90 – 1.42) = 0.48 cfs additional flow, over three times and nearly four times the requested amount per the transfer application. It is possible that the difference between the sum of water rights and observed flows reflects an accommodation of the informal arrangements by which 74-210B is delivered and by which the Applicants' proposed POU has been irrigated as recently as 2022. If that is so, then the transfer can be accommodated without change in operation.

Nevertheless, if indeed the transfer would require the ditch to carry additional flow, Manning's Equation (Equation 1, presented earlier in the report and repeated below) can be used to estimate the change in ditch configuration that would be needed. An increase in flow will not change the steady-state hydraulic gradient over a reasonably long section of ditch with uniform slope, and a small increase in flow will not appreciably change the roughness coefficient *n*. By rearranging terms so that $(S^{1/2} / n)$ can be treated as a lumped constant, Manning's equation can be used to solve for the lumped equation for flow at an initial cross section and cfs rate, and then solved with a new cross section to obtain a new cfs rate. This is shown as Equation 3 and through Equation X.

$$Q = (1.486/n) \times A \times R^{(2/3)} \times S^{(1/2)} \qquad (1) \text{ (repeated)}$$

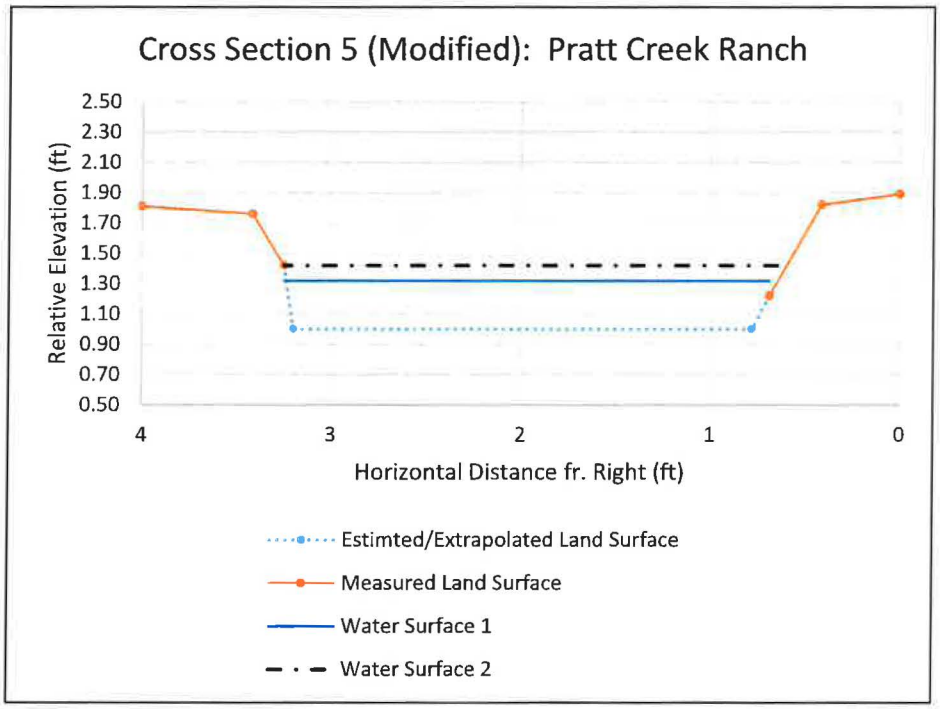
where

Q = flow rate in cfs
A = cross-sectional area in ft^2
R = hydraulic radius in ft
S = hydraulic gradient (ft/ft)

$$Q = 1.486 \times A \times R^{(2/3)} \times (S^{(1/2)} / n) \qquad (3)$$

$$(S^{(1/2)} / n) = Q / (1.486 \times A \times R^{(2/3)}) \qquad (4)$$

Photo 20 and Cross Section 5 show a point of concern where freeboard is low. Cross Section 5 (Modified) below shows an estimated cross section, assuming where ditch bottom might be. The blue line for "Water Surface 1" is at the water mark elevation observed in the field. Hypothetical "Water Surface 2" is 0.10 foot (about 1 3/16 inches) higher than "Water Surface 1." The Hydraulic Radius term "R" in Manning's Equation is the cross-sectional area divided by the wetted perimeter. Applying the data from Cross Section 5 (Modified) to Equation (3) and Equation (4) yields Equation (5) to calculate the lumped parameter, and Equation (6) to indicate that if the water were 0.10 foot deeper at this location, the flow would be 2.23 cfs, more than enough to accommodate the requested 0.13 cfs of additional flow. This point was selected for analysis because it was the cross section that visually presented as having the least freeboard and being the most vulnerable to overtopping.



$$(S^{(1/2)} / n) = 1.42 / (1.486 \times 0.762 \times 0.194^{(2/3)}) = \quad 3.742 \qquad (4)$$

$$Q = 1.486 \times 1.02 \times 0.247^{(2/3)} \times 3.742 = 2.23 \text{ cfs} \qquad (3)$$

Fundamentally, a ditch is a human construction and its size and condition are the result of the actions and decisions of the ditch owners. If the owners perceived enough utility from the Lemhi high-flow provision to enlarge and maintain a ditch large enough to accommodate those flows, it would have happened by now or could happen in the future. Regardless, whatever maintenance, repairs or upgrades were or would be needed, having additional shoulders to bear the burden would be a benefit to all ditch owners.

Nevertheless, RMEA shares Protestants' concerns about the current condition and capacity of the ditch, with the following point-specific discussion:

- Cross Section 1: No concerns.
- Photo 9: Approaching the ditch from the uphill side for maintenance could reduce the difficulty evidenced in this photo.
- Photo 10 and Photo 11: It appears that ditch cleaning at this location would not be problematic.
- Location D: The 15-inch CMP is discussed below as a separate point of concern.
- Cross Section 3, Cross Section 4: The ditch should be easy to access and to maintain to support needed capacity.
- Measuring flume, Photo 12 through Photo 17: The measuring flume is of adequate capacity. As stated by Watermaster French, it does need to be leveled both front to back and side to side.
- Photo 20: This is the ditch at the location of Cross Section 5 and Cross Section 5 (Modified). Despite the calculations, it is RMEA's opinion that the ditch should be maintained at this location to improve its capacity. Fortunately, the slope and configuration are conducive to maintenance.
- Photo 21: Currently, freeboard appears to be adequate. The sod clumps to the right of the ditch indicate recent maintenance, and the location is conducive to maintenance access.
- Photo 22 through Photo 26: RMEA shares Moulton's opinion that this is an area of concern. RMEA sees three possibilities concerning this location:
    - All evidence is that adequate flows to irrigate the proposed POU have been passing this location for years.
    - Maintenance could be done by hand. The work would be arduous but the need for hand work would be only for a relatively short distance.
    - A skilled operator on a mini excavator could widen the ditch pad and enlarge the ditch, carefully disturbing only the uphill side of the ditch and especially not disturbing any downhill vegetation. Moulton is correct that it is vital to protect the vegetation and roots that stabilize the bank, but this primarily applies to the downhill bank; the uphill bank is protected by the hillside behind.
- Photo 27 through Photo 30: The ditch appears to currently be adequate. When maintenance is needed, use of a rubber-tired backhoe could be a safety concern but the ditch pad appears to be of adequate width to support safe operation with a mini excavator.
- Photo 31: This is an area in need of immediate maintenance, and it appears that access is adequate to allow work with machinery.
- Photo 32 through 34: The rest of the ditch currently appears to have adequate capacity. Ongoing maintenance will be needed regardless of the outcome of the applications for transfer, and it appears that maintenance recently has occurred.

Capacity of the 15-inch CMP culvert near Location D.

The calculated capacity of the CMP is approximately 2.76 cfs. While this theoretically is sufficient, this pinch point is of concern to RMEA as well as to Protestants. RMEA

recommends that it be replaced with an up-sized culvert commensurate with the rest of the ditch infrastructure.

Whether gravity (flood) irrigation is a reasonable method of irrigation

Gravity irrigation is used on adjoining parcels to either side, including properties of some of the Protestants. The slopes on the other properties are as steep and irrigating would be as much of a challenge on those parcels as on the proposed POU, yet the practice continues. The vegetation observed, the 2022 video and aerial imagery all indicate that gravity irrigation on the proposed POU has been adequate. The method of irrigation to use is the Applicants' choice and has no direct effect on other users.

The choice of irrigation method does have secondary implications for some of the other concerns mentioned. If Applicants were to adopt sprinkler irrigation, the net consumptive use from Wimpey Creek would increase, and therefore return flows to it would decrease, by two mechanisms. First, sprinklers expose water droplets to the air and could cause an increase in direct evaporation. Second, to the extent that sprinklers would distribute water more uniformly and reduce moisture stress of growing plants, evapotranspiration from the plants would increase.

Effect on late-season flows in Wimpey creek for habitat and fisheries needs

Moving the POD to LWMP5 nominally would reduce flows between LWMP5 and the "Y" by 0.13 cfs during periods of higher flows. Of this, 0.06 cfs would have proceeded down the channel marked "Wimpy Right Fork" in Figure 2 and Figure 3. If LWMP2 were capable of delivering water to the current POU, nominally the remaining 0.07 cfs under the junior right would have proceeded down the channel marked "Wimpy Left Fork" where the restoration work was done. Hypothetically, in times of high flows, the transfer could deprive that fork by 0.07 cfs. At times of high flows, the practical effect would be small.

However, the expressed concern is for late-season flows. At those times, only the 0.06 cfs of 74-210A would be affected; the 0.07 cfs would be out of priority. Right 74-210A is not authorized for delivery to LWMP2 and that water would not travel down the restored fork of Wimpey Creek even without the proposed transfer. Therefore, even hypothetically the transfer would not have an effect on the restored branch of Wimpey Creek.

Whether the transfer would precipitate excessive diversion rates in order to satisfy ditch evaporation and ditch seepage

As discussed above regarding Moulton's concerns, the amount of water diverted into a ditch under a water right is measured at or near the point where it is diverted from the natural supply, and there is no provision to demand extra water to satisfy ditch losses.

Field observation suggests that the soils are fine grained and that ditch seepage should not be excessive. However, if seepage were substantial, the consequence would be to recharge the local shallow groundwater, which likely would contribute cool, late-season baseflows to Wimpey Creek to the benefit of fisheries.

Evaporation from ditches is generally considered to be very low, because the movement of the water never allows a thin surface layer of water to accumulate solar energy to move large quantities of water into the vapor phase. Additionally, even considering that a ditch could enhance evapotranspiration in adjacent vegetation, the total area affected is small. One-half mile of ditch with a ten-foot wide band of enhanced vegetation would create approximately 0.60 acre of exposure.

Finally, as discussed above in relationship to ditch capacity, this is not a proposal to put new water down a new ditch; it is a proposal to add a proportionally small amount of flow to an existing ditch. The incremental seepage or evaporation would be nil in practical terms because neither the width nor the wetted perimeter would materially change.

Alteration of stream bed

Protestant Payne referred to concerns about the rocks placed to check the flows in Wimpey Creek, as seen in Photo 2. The concern is that additional flow through the POD would require additional, detrimental manipulation of the stream bed. The principle is valid, but three practical facts are important:

- The rock check is used to deliver water into the LWMP5 diversion, irrespective of whether the transfers are approved. The transfers would not change the need or use of this check.
- From Payne's flow data and RMEA's evaluation of the history of the proposed POU, it well may be that the transfers would simply formalize a long-standing informal agreement and no actual increase in flow would occur.
- Even if the 0.06 cfs of senior right were additive to what already is being done, it is smaller than the rate under 74-210B, which currently is asserted to be delivered through this headgate and ditch.

Invasion of privacy and potential for trespass

Legal counsel has informed RMEA that the provisions of Idaho Code § 42-1102 and cases interpreting that statute provide certain access rights to ditch owners. If the easement does exist as the data suggest, then inspecting and maintaining the easement is not trespass, but an exercise of statutory rights.

Conclusion

It is RMEA's professional opinion that:

- The transfer likely has no practical effect beyond authorizing a longstanding practice where water has been diverted at LWMP5 and used on the Nelson Parcel either under an existing water right (pre-2014 before final entry of the SRBA decree) or informal practice without a water right post-2014.
- Empirical evidence confirms the presence of historical active irrigation at the Nelson Parcel.
- Below LWMP5 Wimpey Creek is not a naturally-gaining stream and therefore there is no injury from loss of access to natural gains by moving the POD to LWMP5.
- While there is a potential small effect from the loss of access to return-flow gains later in the irrigation season, as described above, this will not be the case if the transfers do not go beyond authorizing what has been historically diverted at LWMP5 (i.e., the historical longstanding practice).
- The other concerns expressed by Protestants and in the letter of concern are practical and/or operational considerations which either are addressable by other legal authorities or are immaterial.

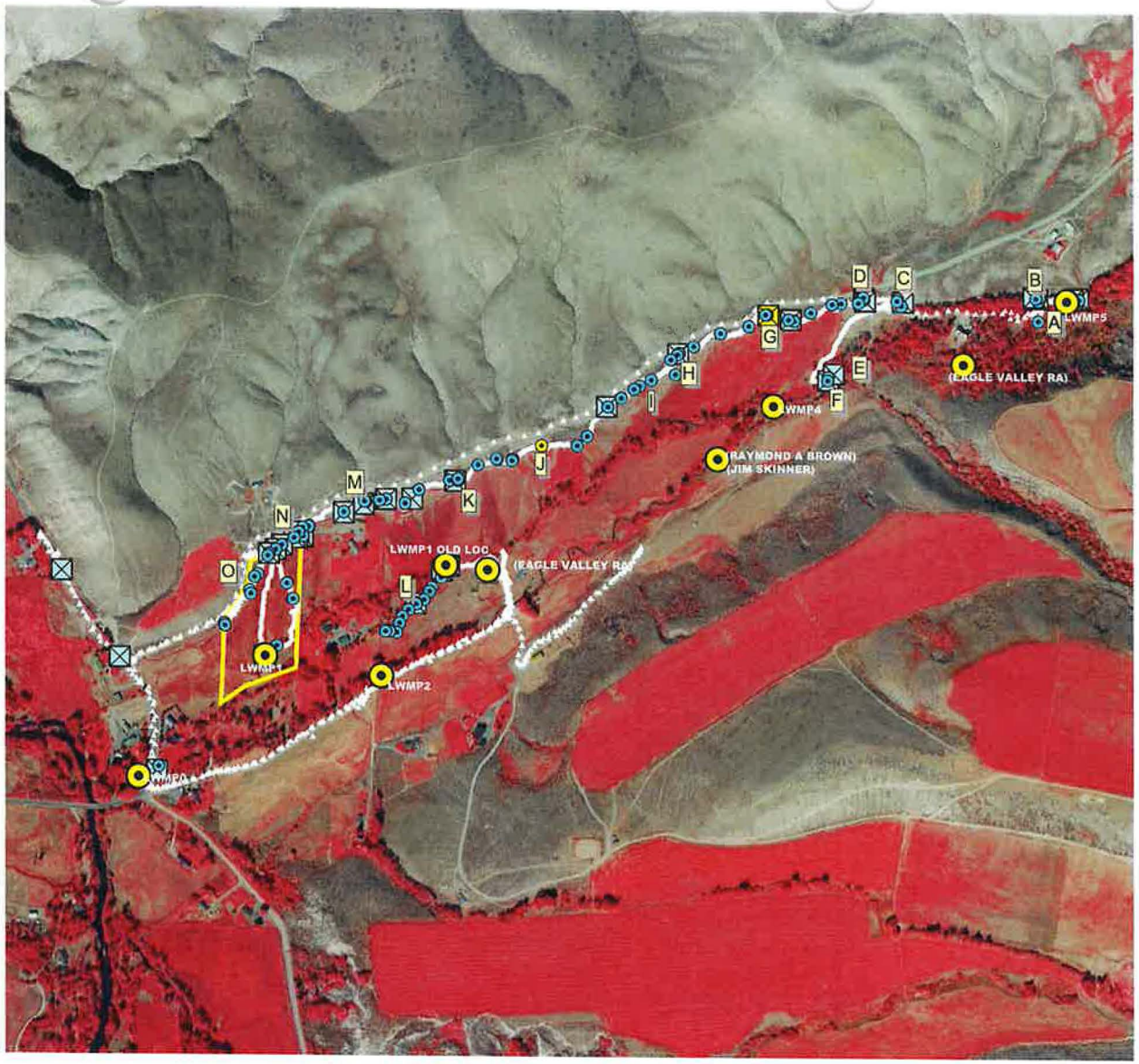
Sincerely,

Bryce A. Contor

Bryce A. Contor, Principal Hydrologist

W. Roger Warner

W. Roger Warner, President and Principal Hydrologist



IDWR PODs
Photo Locations
GPS Waypoints
GPS Track
Proposed POU (Approx.)

RMEA Project 23-0010
Nelson Transfers

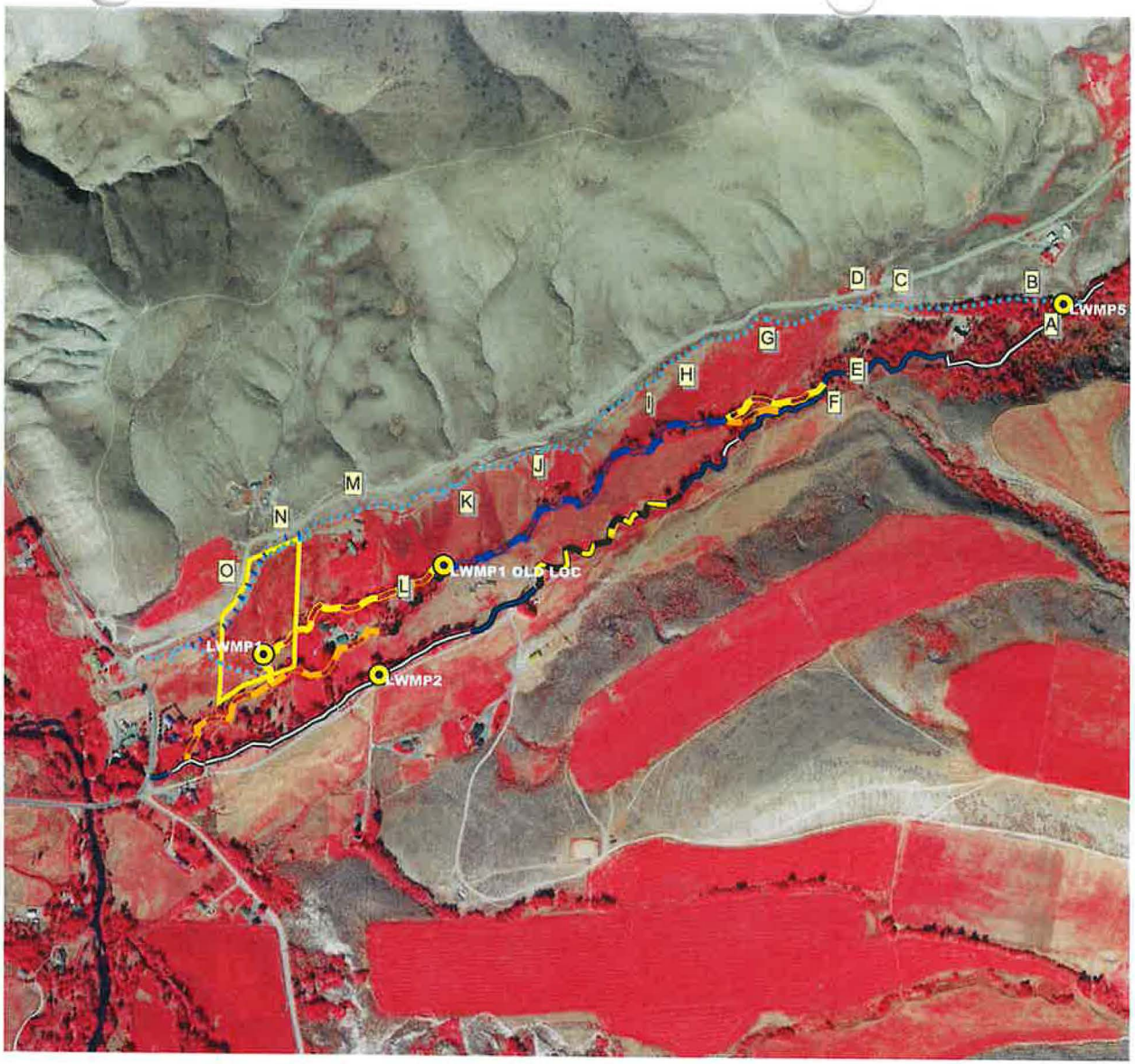
2021 NAIP Photo Background

0.3 0 0.3 0.6 Miles

Rocky Mountain ENVIRONMENTAL℠

Exhibit 19

Figure 1: Reconnaissance Map



Selected PODs
Ditch Traces
Ditches
Wimpy Right Fork
GPS Trace
Human Mod
Inferred
Visible
Wimpy Left Fork
Inferred
Recent Mods
Visible
Proposed POU (Approx.)

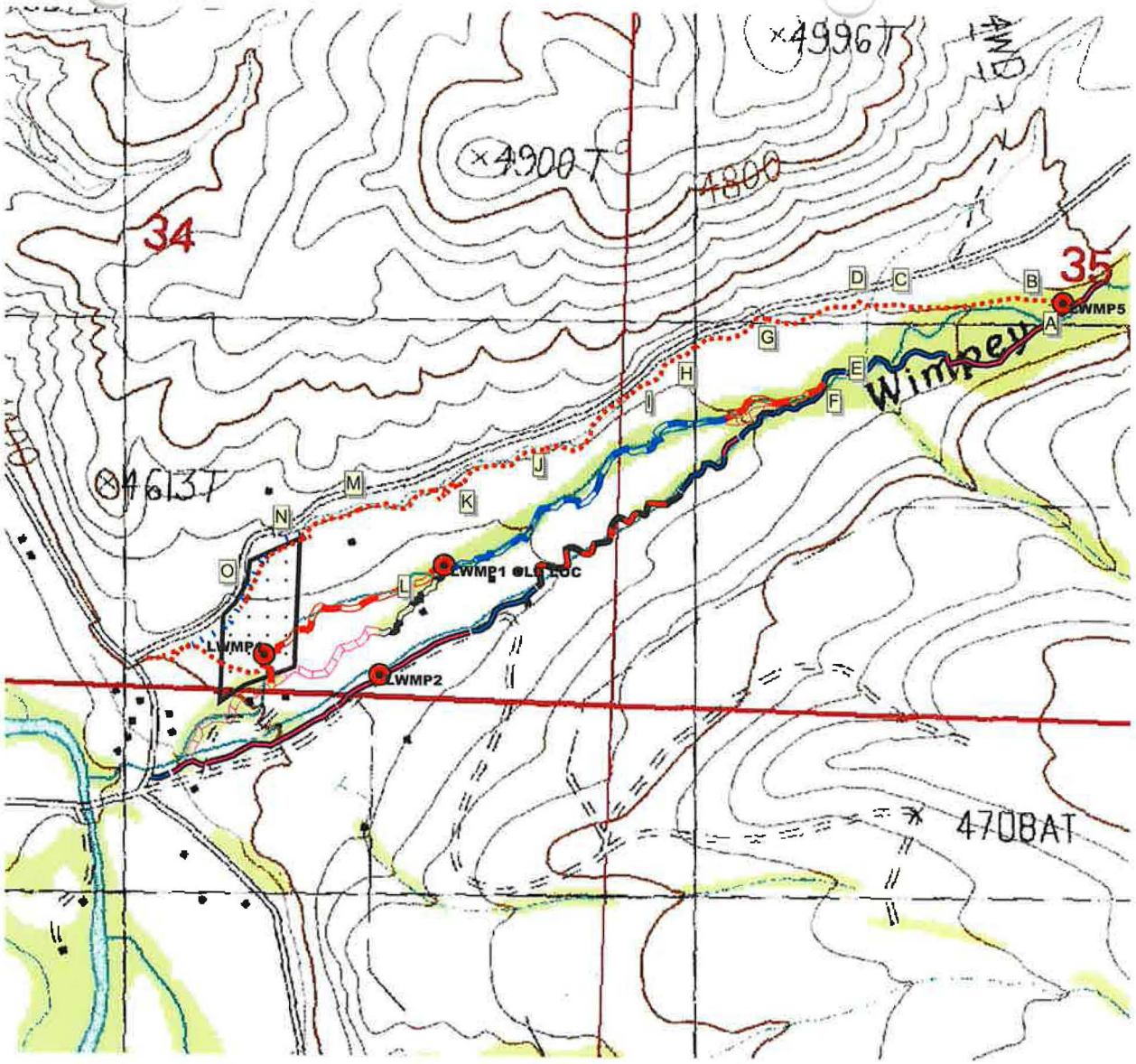
0.3 0 0.3 0.6 Miles

RMEA Project 23-0010
Nelson Transfers

2021 NAIP Image Background

Rocky Mountain ENVIRONMENTAL℠

Figure 2: Map of Channels



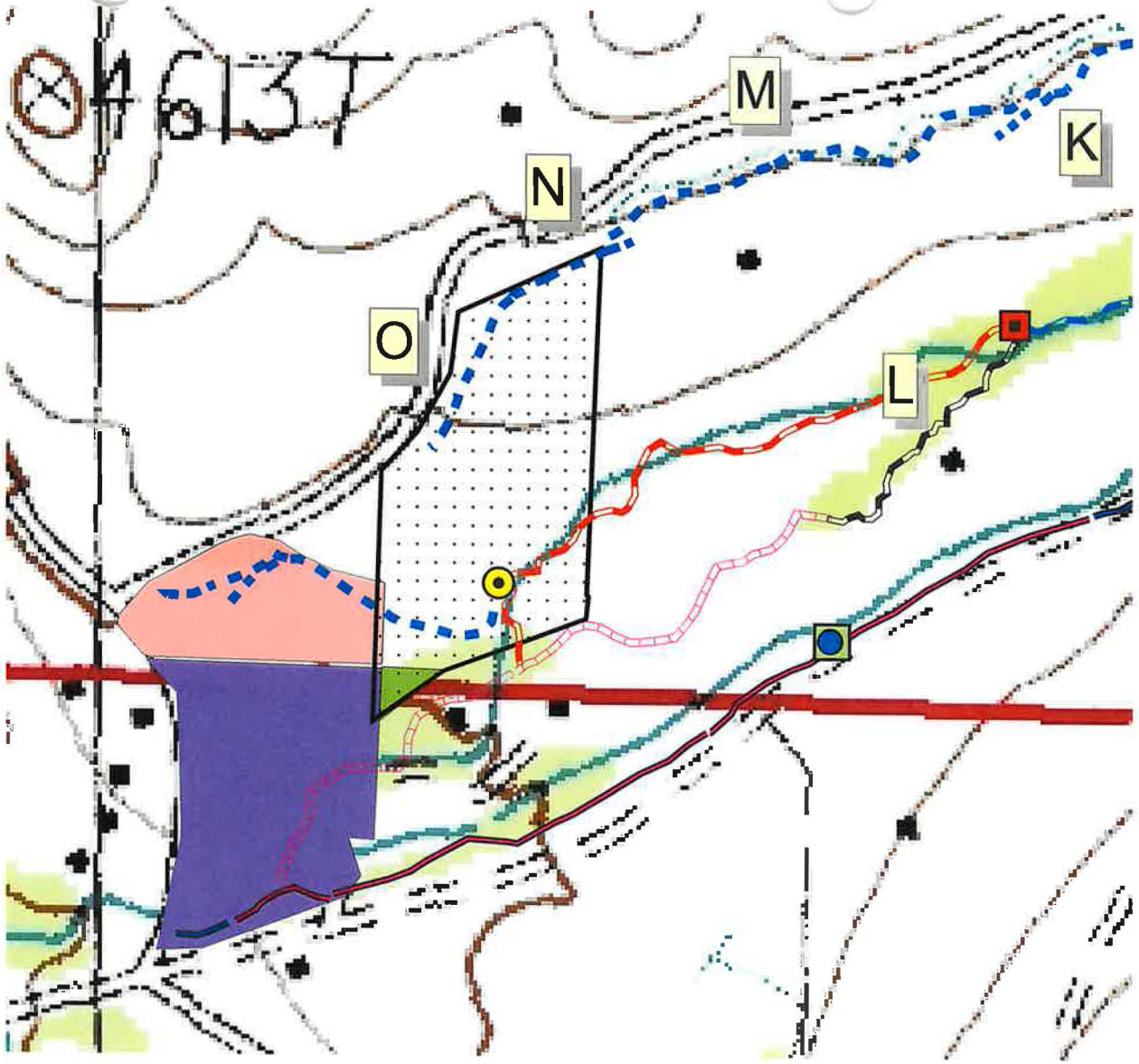
Selected PODs
Ditch Traces
Ditches
Wimpy Right Fork
GPS Trace
Human Mod
Inferred
Visible
Wimpy Left Fork
Inferred
Recent Mods
Visible
Proposed POU (Approx.)

0.3 0 0.3 0.6 Miles

Figure 3: Map of Channels on Topographic Background

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Nelson Transfers

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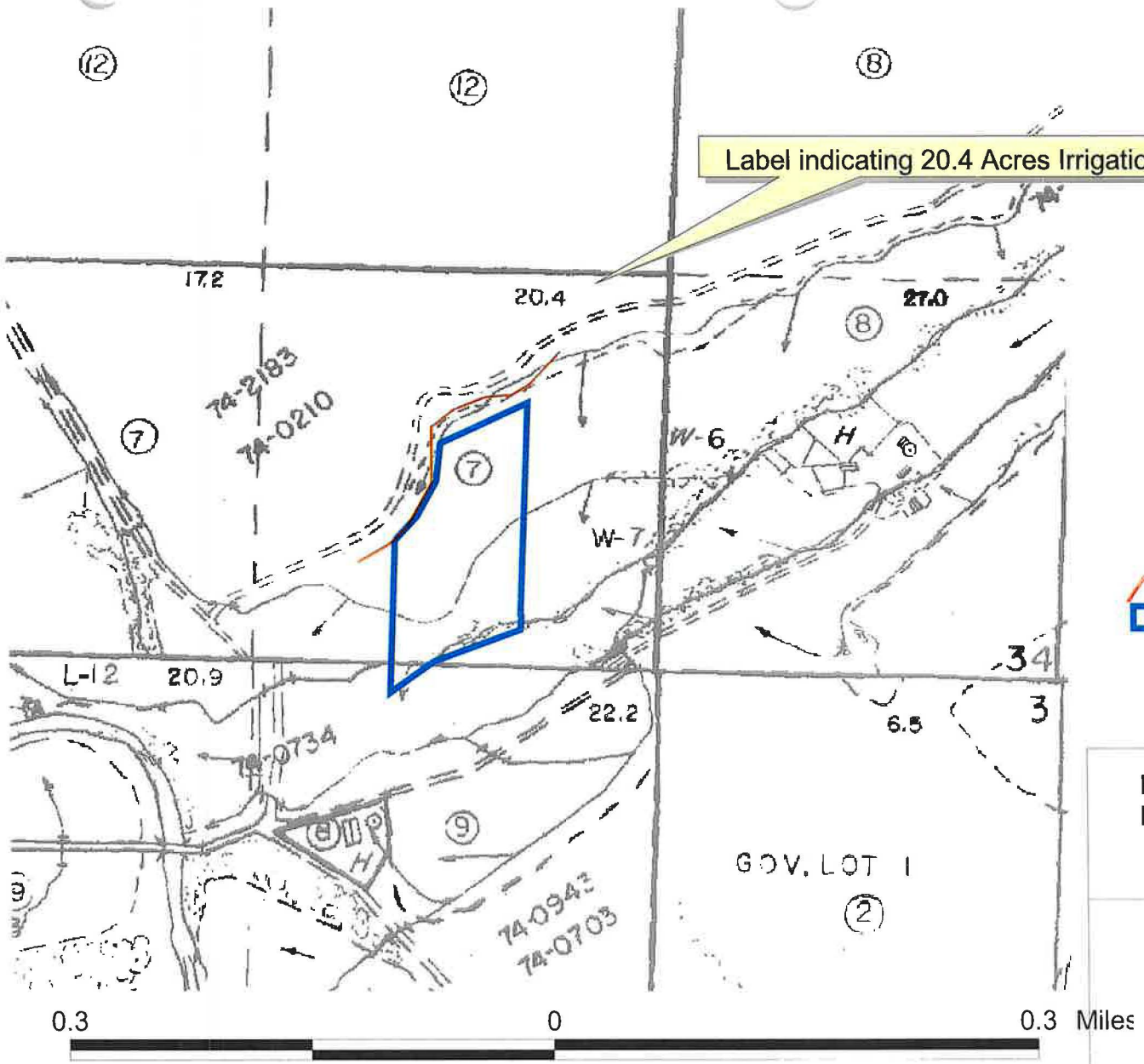
LWMP1 POD
74-210A POD
74-734A POD
74-16256 POD
Ditches
Wimpy Right Fork
GPS Trace
Human Mod
Inferred
Visible
Wimpy Left Fork
Inferred
Recent Mods
Visible
Proposed POU (Approx.)
74-210A POU
74-734A POU
74-16256 POU

0.1 0 0.1 0.2 Miles

Figure 4: Map Pre-Transfer
Places of Use and Points of Diversion

RMEA Project 23-0010
Nelson Transfers

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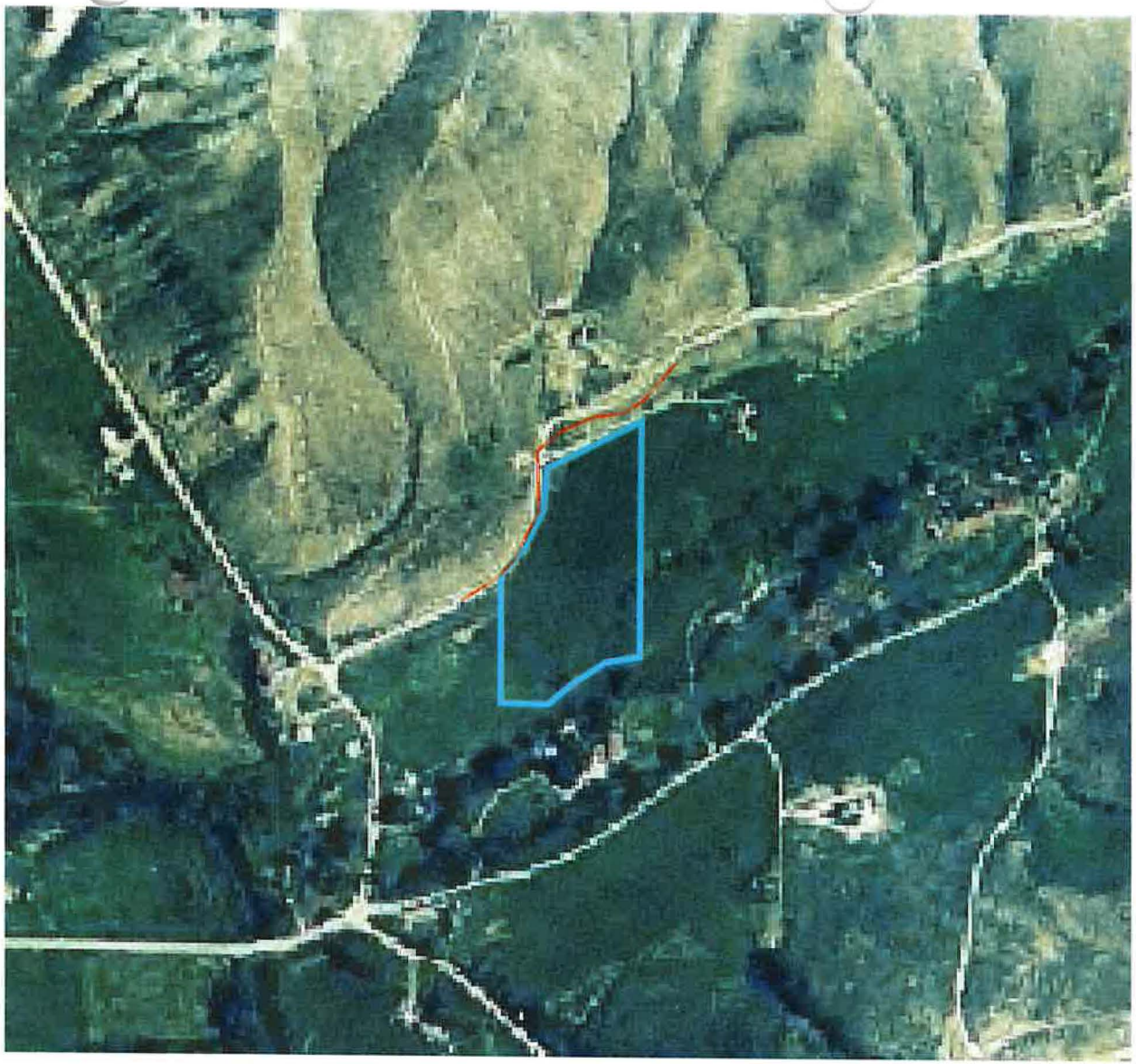


Road Snippet
Approx. Proposed POU

RMEA Project 23-0010
Lori & Rohn Nelson Transfers

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Map Review: Lemhi Adjudiction Map



Road Snippet
Approx. Proposed POU

0.3 0 0.3 Mil

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Map Review: Snake River Basin Adjudication
Image circa 1988



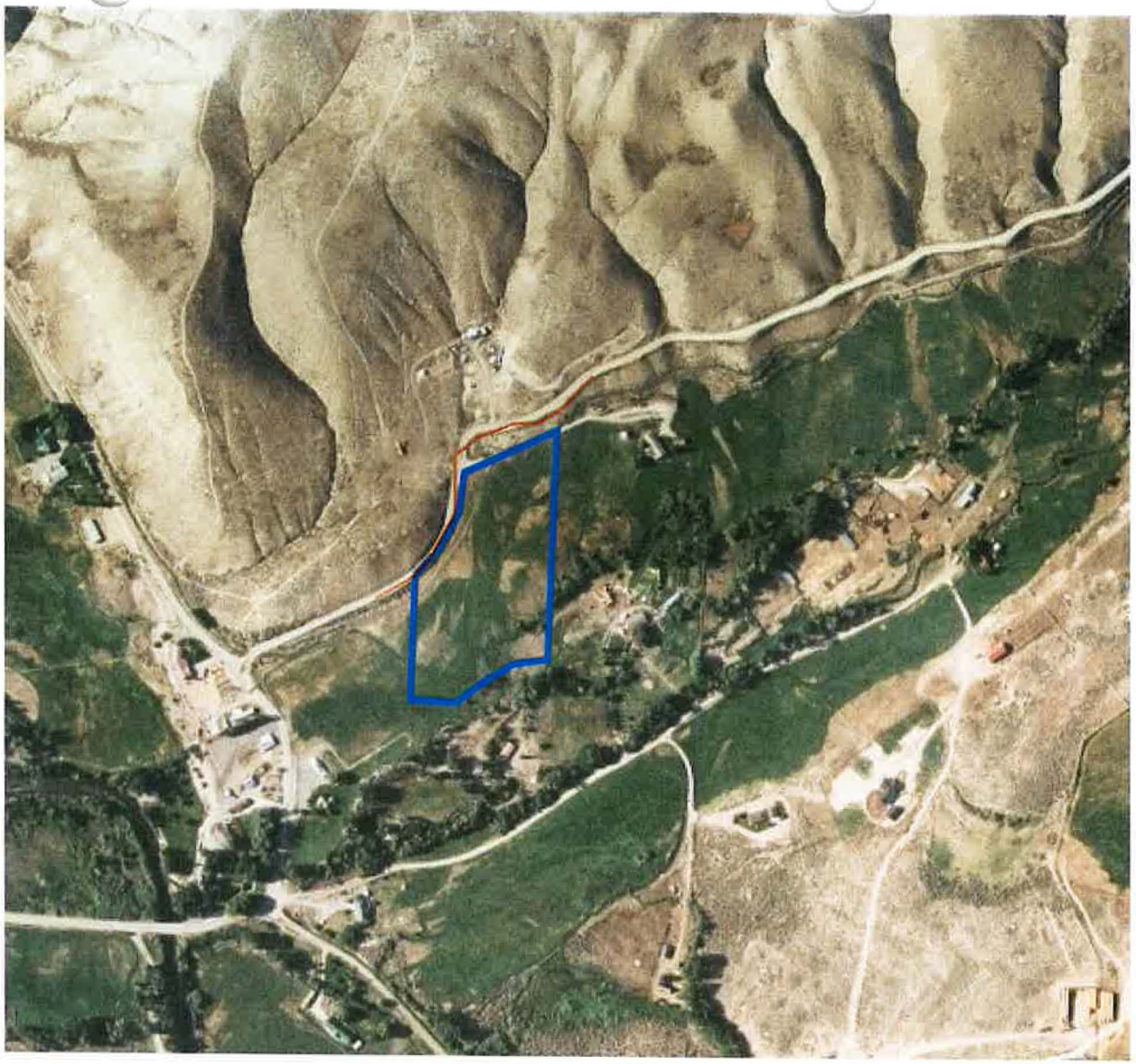
Road Snippet
Approx. Proposed POU

0.3 0 0.3 Miles

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Map Review: USDA NAIP image 2004



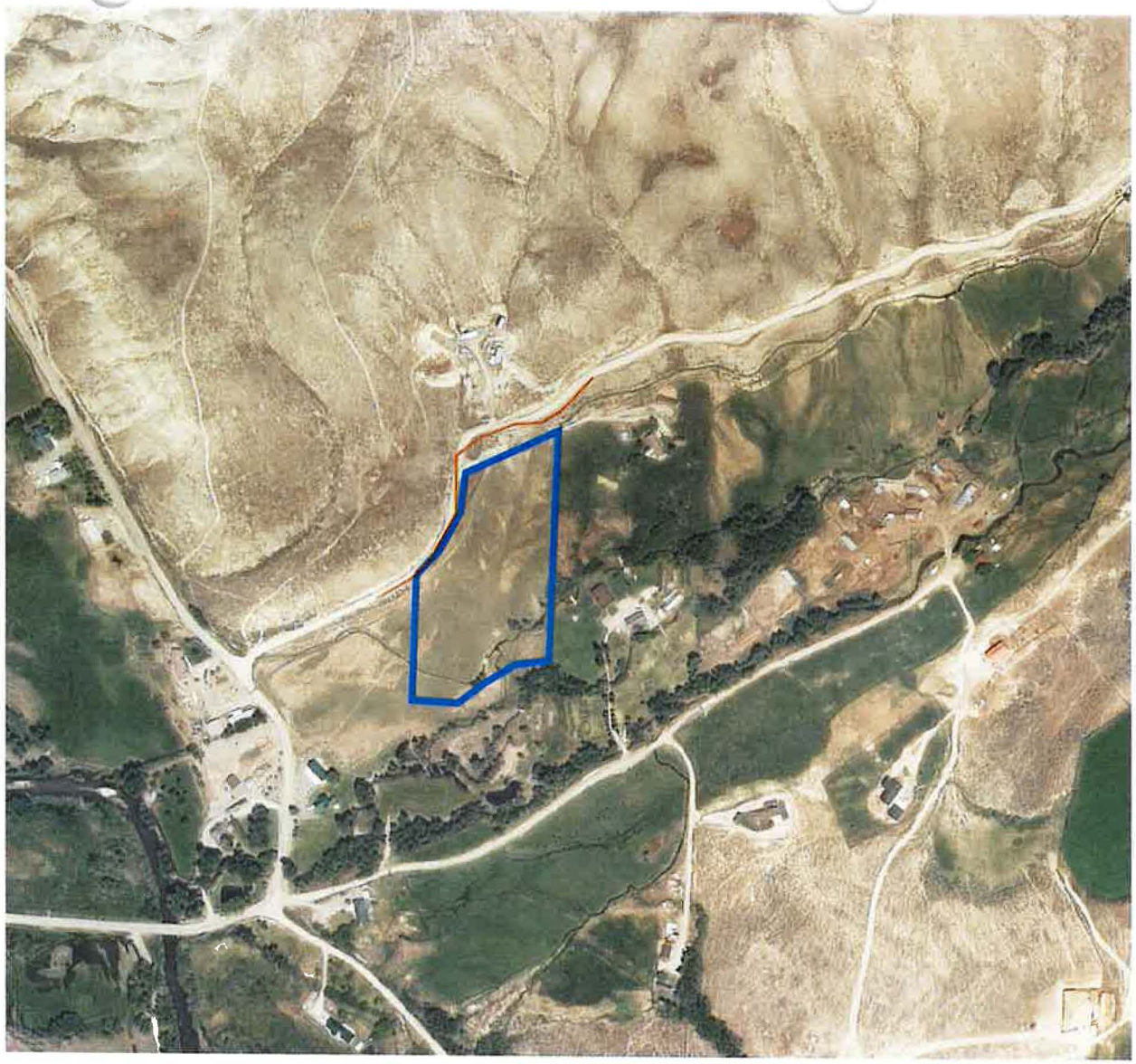
Road Snippet
Approx. Proposed POU

0.3 0 0.3 Miles

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Map Review: USDA NAIP image 2006



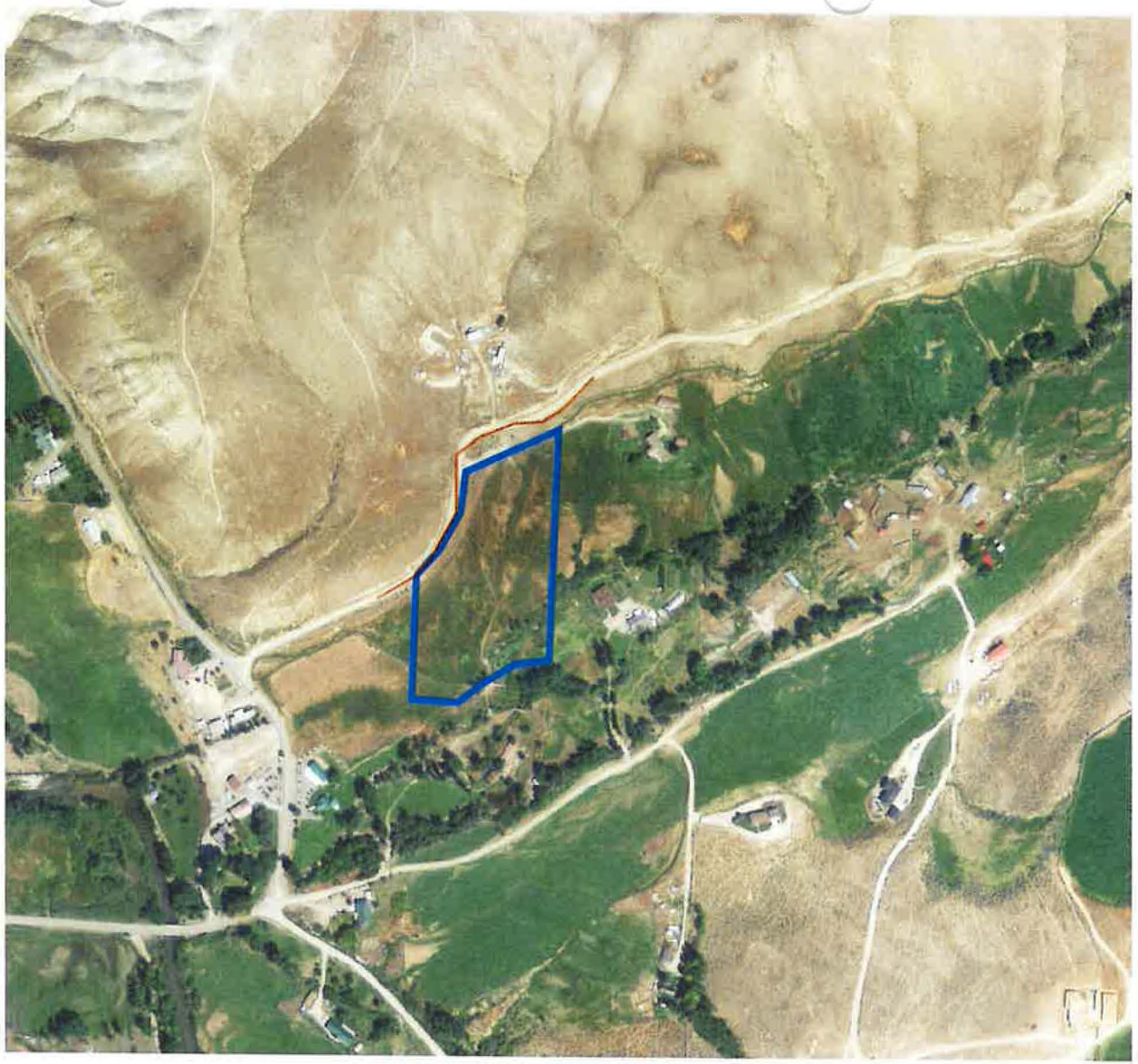
Road Snippet
Approx. Proposed POU

0.3 0 0.3 Miles

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Map Review: USDA NAIP image 2009



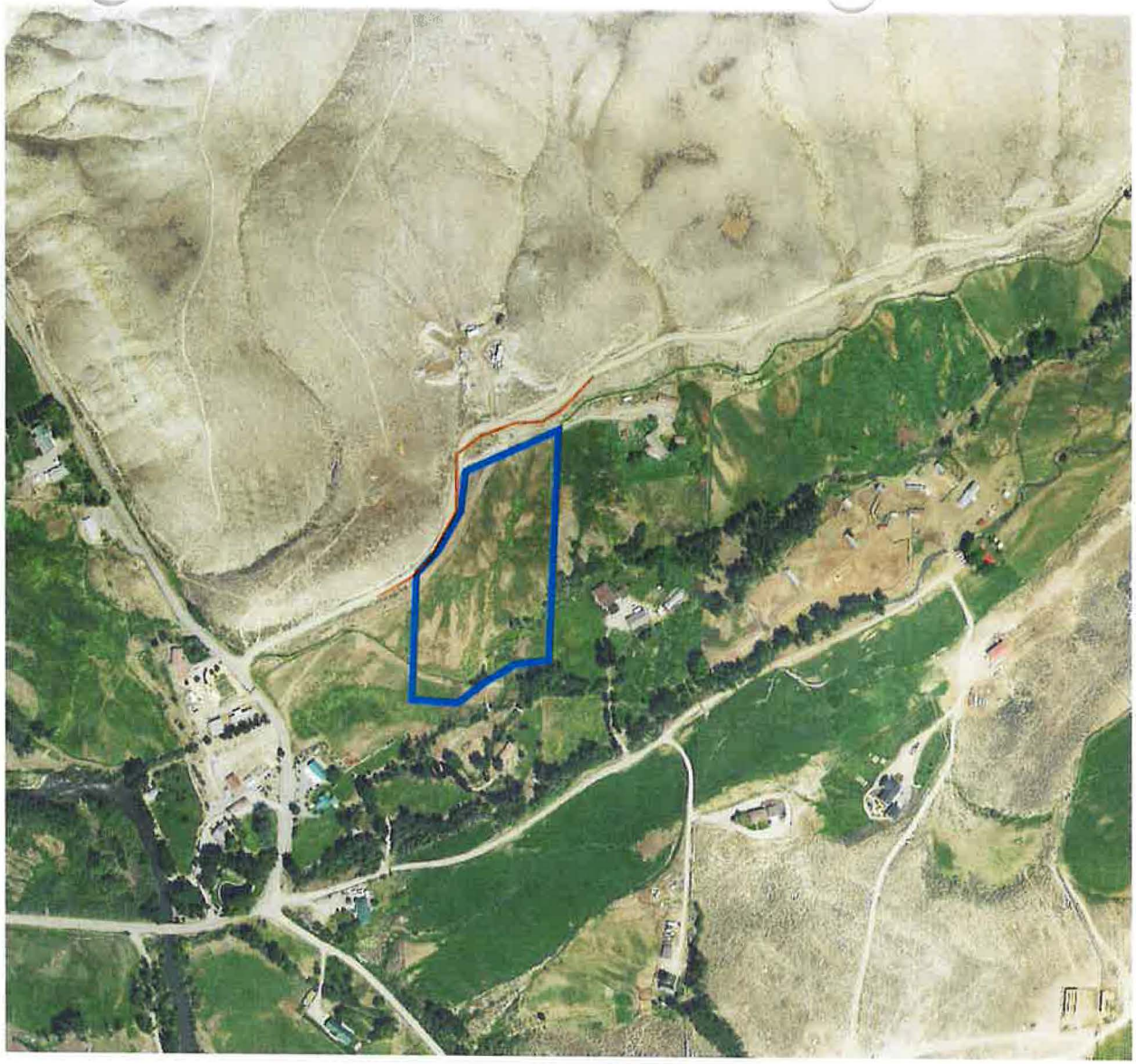
Road Snippet
Approx. Proposed POU

0.3 0 0.3 Miles

RMEA Project 23-0010
Lori & Rohn Nelson Transfers

Rocky Mountain ENVIRONMENTAL℠

Map Review: USDA NAIP image 2011



Road Snippet
Approx. Proposed POU

0.3 0 0.3 Miles

RMEA Project 23-0010
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Map Review: USDA NAIP image 2013



Road Snippet
Approx. Proposed POU

0.3 0 0.3 Miles

RMEA Project 23-0010
Lori & Rohn Nelson Transfers

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Map Review: USDA NAIP image 2015



Road Snippet
Approx. Proposed POU

0.3 0 0.3 Miles

RMEA Project 23-0010
Lori & Rohn Nelson Transfers

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Map Review: USDA NAIP image 2017



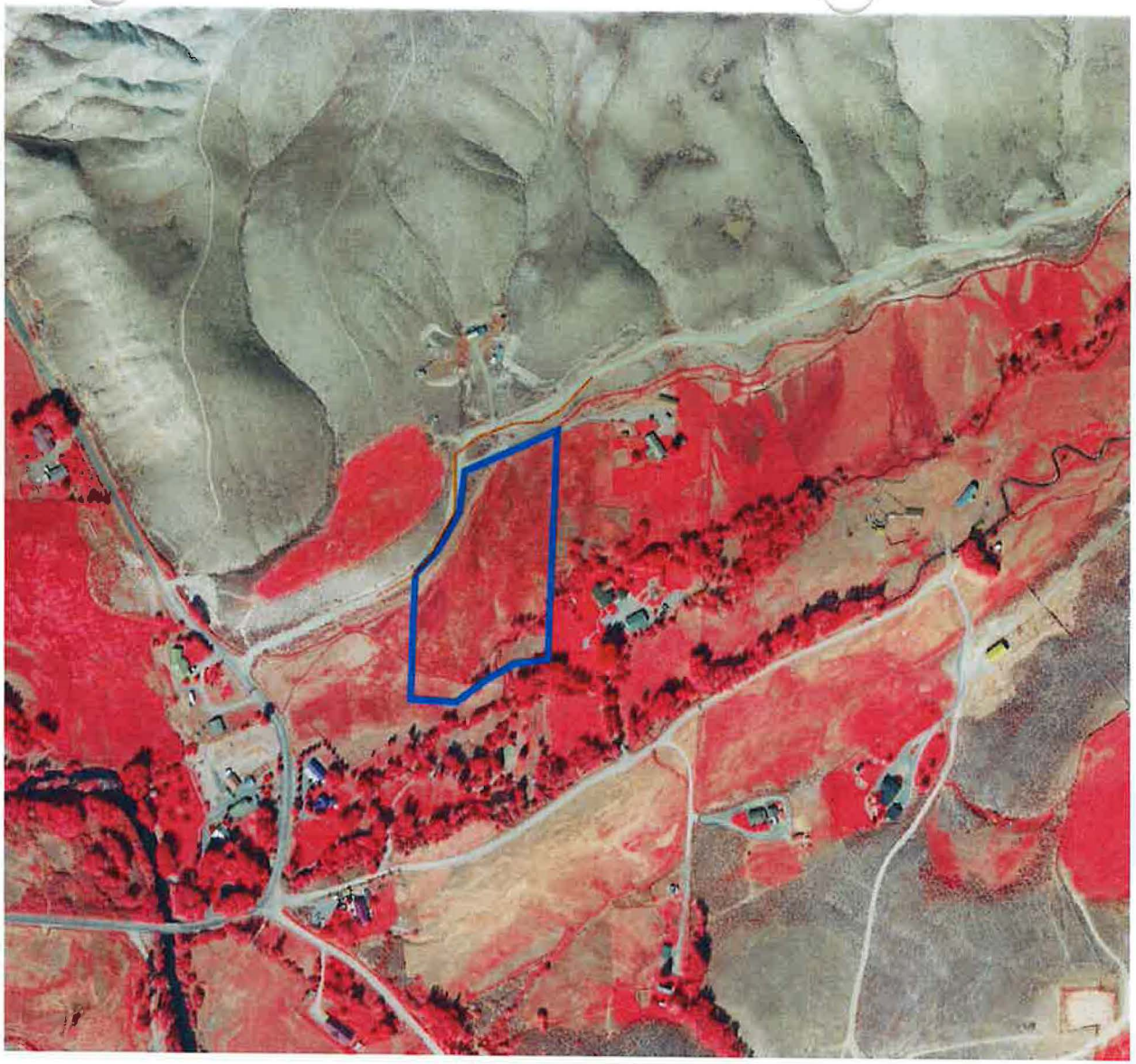
Road Snippet
Approx. Proposed POU

0.3 0 0.3 Miles

RMEA Project 23-0010
Lori & Rohn Nelson Transfers

Rocky Mountain ENVIRONMENTAL℠

Map Review: USDA NAIP image 2019



Road Snippet
Approx. Proposed POU

0.3 0 0.3 Miles

RMEA Project 23-0010
Lori & Rohn Nelson Transfers

Rocky Mountain ENVIRONMENTAL℠

Map Review: USDA NAIP image 2021

Water Right Report : 74-2183(Decreed/Superceded by Decree)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	KORNELL, CHARLOTTE	PO BOX 521	SALMON	ID	83467
Current Owner	KORNELL, WILLIAM	PO BOX 521	SALMON	ID	83467

Water Right Status

Priority Date : 10/18/1921
Basis : Decreed
Status : Superceded by Decree

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
WIMPEY CREEK		LEMHI RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
WIMPEY CREEK	21N	23E	35	0		NE	SW	LEMHI	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	3/15	11/15	0.40 CFS	
TOTAL			0.40 CFS	

Places of Use

Place of Use Legal Description : IRRIGATION (LEMHI county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
21N	23E	34			SE	SW	17
21N	23E	34			SW	SE	20

Irrigation Totals

Total Acres	Acre Limit
37.00	

Conditions

Code	Condtions
	AC. IRR.=37.6.

Dates

Licensed Date :
Decreed Date : 12/30/1982
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :

Other Information

State or Federal :
Water District Number : TBD
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Civil Case Number :
Decree Plantiff :

Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Recevied Date:
Protest Deadline Date:

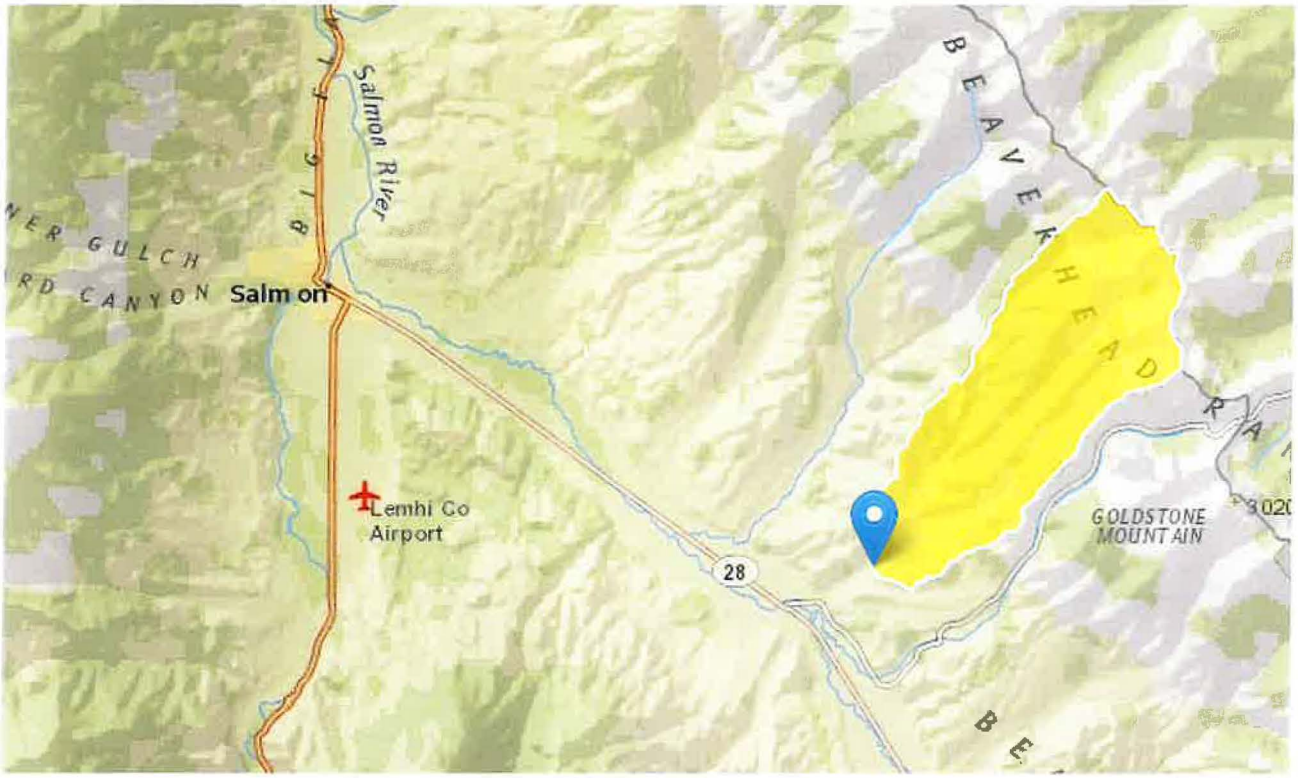
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES 3/17/2023

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StreamStats Report LWMP5 20230130

Region ID: ID
Workspace ID: ID20230130180637915000
Clicked Point (Latitude, Longitude): 45.10565, -113.69983
Time: 2023-01-30 11:07:03 -0700



Collapse All

Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
AG_OF_DA	Agricultural Land in Percentage of Drainage Area (Idaho Logistic Regression Equations SIR 2006-5035	2.42	percent
BSLDEM30M	Mean basin slope computed from 30 m DEM	38.6	percent
DRNAREA	Area that drains to a point on a stream	17.43	square miles
ELEV	Mean Basin Elevation	7160	feet

Parameter Code	Parameter Description	Value	Unit
FOREST	Percentage of area covered by forest	53	percent
PRECIP	Mean Annual Precipitation	25.3	inches
PRECPRIS10	Basin average mean annual precipitation for 1981 to 2010 from PRISM	28.2	inches
RELIEF	Maximum - minimum elevation	5400	feet

Peak-Flow Statistics

Peak-Flow Statistics Parameters [Peak Flow Region 6 and 8 2016 5083]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	17.43	square miles	2.77	3740
PRECPRIS10	Mean Annual Precip PRISM 1981 2010	28.2	inches	18.9	54.6

Peak-Flow Statistics Flow Report [Peak Flow Region 6 and 8 2016 5083]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	PIu	ASEp
80-percent AEP flood	72.7	ft^3/s	26.2	202	66.9
66.7-percent AEP flood	92.4	ft^3/s	34.7	246	63.7
50-percent AEP flood	119	ft^3/s	46.2	307	61.3
42.9-percent AEP flood	133	ft^3/s	51.6	343	61.1
20-percent AEP flood	187	ft^3/s	71.9	486	61.7
10-percent AEP flood	241	ft^3/s	90.3	643	63.8
4-percent AEP flood	310	ft^3/s	110	876	68.1
2-percent AEP flood	361	ft^3/s	123	1060	71.5
1-percent AEP flood	428	ft^3/s	139	1320	75.1
0.5-percent AEP flood	482	ft^3/s	150	1550	78.8

Statistic	Value	Unit	PIl	PIu	ASEp
0.2-percent AEP flood	575	ft^3/s	168	1960	84

Peak-Flow Statistics Citations

Wood, M.S., Fosness, R.L., Skinner, K.D., and Veilleux, A.G.,2016, Estimating peak-flow frequency statistics for selected gaged and ungaged sites in naturally flowing streams and rivers in Idaho: U.S. Geological Survey Scientific Investigations Report 2016–5083, 56 p. (http://dx.doi.org/10.3133/sir20165083)

Low-Flow Statistics

Low-Flow Statistics Parameters [Low Flow Region 6 2006 5053]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	17.43	square miles	6.4	6236.7
PRECIP	Mean Annual Precipitation	25.3	inches	15.3	42.3

Low-Flow Statistics Flow Report [Low Flow Region 6 2006 5053]

PIl: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE	ASEp
1 Day 10 Year Low Flow	1.46	ft^3/s	78	82
7 Day 2 Year Low Flow	2.36	ft^3/s	59	61
7 Day 10 Year Low Flow	1.63	ft^3/s	77	81
30 Day 5 Year Low Flow	2.19	ft^3/s	70	73

Low-Flow Statistics Citations

Hortness, J.E.,2006, Estimating Low-Flow Frequency Statistics for Unregulated Streams in Idaho: U.S. Geological Survey Scientific Investigations Report 2006-5035, 31 p. (http://pubs.usgs.gov/sir/2006/5035/pdf/sir20065035.pdf)

April Flow-Duration Statistics

April Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	17.43	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	38.6	percent	8.6	66.2
FOREST	Percent Forest	53	percent	14.5	80.2

April Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
April 20 Percent Duration	12.5	ft^3/s	49.9
April 50 Percent Duration	6.06	ft^3/s	40.9
April 80 Percent Duration	3.73	ft^3/s	44.3

April Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

May Flow-Duration Statistics

May Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	17.43	square miles	6.4	6236.7
FOREST	Percent Forest	53	percent	14.5	80.2
ELEV	Mean Basin Elevation	7160	feet	6258.1	9461

May Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE

Statistic	Value	Unit	SE
May 20 Percent Duration	32.3	ft^3/s	54.1
May 50 Percent Duration	15.1	ft^3/s	52.1
May 80 Percent Duration	5.88	ft^3/s	64.1

May Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

June Flow-Duration Statistics

June Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	17.43	square miles	6.4	6236.7
FOREST	Percent Forest	53	percent	14.5	80.2
ELEV	Mean Basin Elevation	7160	feet	6258.1	9461
RELIEF	Relief	5400	feet	3015.2	9419.7

June Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
June 20 Percent Duration	43.6	ft^3/s	40.1
June 50 Percent Duration	20.5	ft^3/s	73.5
June 80 Percent Duration	7.95	ft^3/s	93.7

June Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

July Flow-Duration Statistics

July Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	17.43	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	38.6	percent	8.6	66.2
ELEV	Mean Basin Elevation	7160	feet	6258.1	9461

July Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
July 20 Percent Duration	9.17	ft^3/s	46.4
July 50 Percent Duration	4.63	ft^3/s	64.4
July 80 Percent Duration	2.81	ft^3/s	88.4

July Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

August Flow-Duration Statistics

August Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	17.43	square miles	6.4	6236.7

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
BSLDEM30M	Mean Basin Slope from 30m DEM	38.6	percent	8.6	66.2
ELEV	Mean Basin Elevation	7160	feet	6258.1	9461

August Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
August 20 Percent Duration	4.19	ft^3/s	48.7
August 50 Percent Duration	2.58	ft^3/s	86.1
August 80 Percent Duration	1.84	ft^3/s	81.3

August Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

September Flow-Duration Statistics

September Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	17.43	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	38.6	percent	8.6	66.2
ELEV	Mean Basin Elevation	7160	feet	6258.1	9461

September Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard

Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
September 20 Percent Duration	3.37	ft^3/s	45.1
September 50 Percent Duration	2.2	ft^3/s	81
September 80 Percent Duration	1.7	ft^3/s	77.3

September Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

October Flow-Duration Statistics

October Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	17.43	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	38.6	percent	8.6	66.2

October Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
October 20 Percent Duration	5.78	ft^3/s	55.3
October 50 Percent Duration	4.03	ft^3/s	103
October 80 Percent Duration	2.35	ft^3/s	93.2

October Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

Probability Statistics

Probability Statistics Parameters [Low Flow Region 6 Prob Zero Flow]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	17.43	square miles	6.4	6236.7
PRECIP	Mean Annual Precipitation	25.3	inches	15.3	42.3
AG_OF_DA	Ag Land Percentage	2.42	percent	0	9.27

Probability Statistics Flow Report [Low Flow Region 6 Prob Zero Flow]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PC
Probability zero flow 30Day	0.00426	dim	96
Probability zero flow 7Day	0.013	dim	96
Probability zero flow 1Day	0.0132	dim	100

Probability Statistics Citations

Hortness, J.E.,2006, Estimating Low-Flow Frequency Statistics for Unregulated Streams in Idaho: U.S. Geological Survey Scientific Investigations Report 2006-5035, 31 p. (http://pubs.usgs.gov/sir/2006/5035/pdf/sir20065035.pdf)

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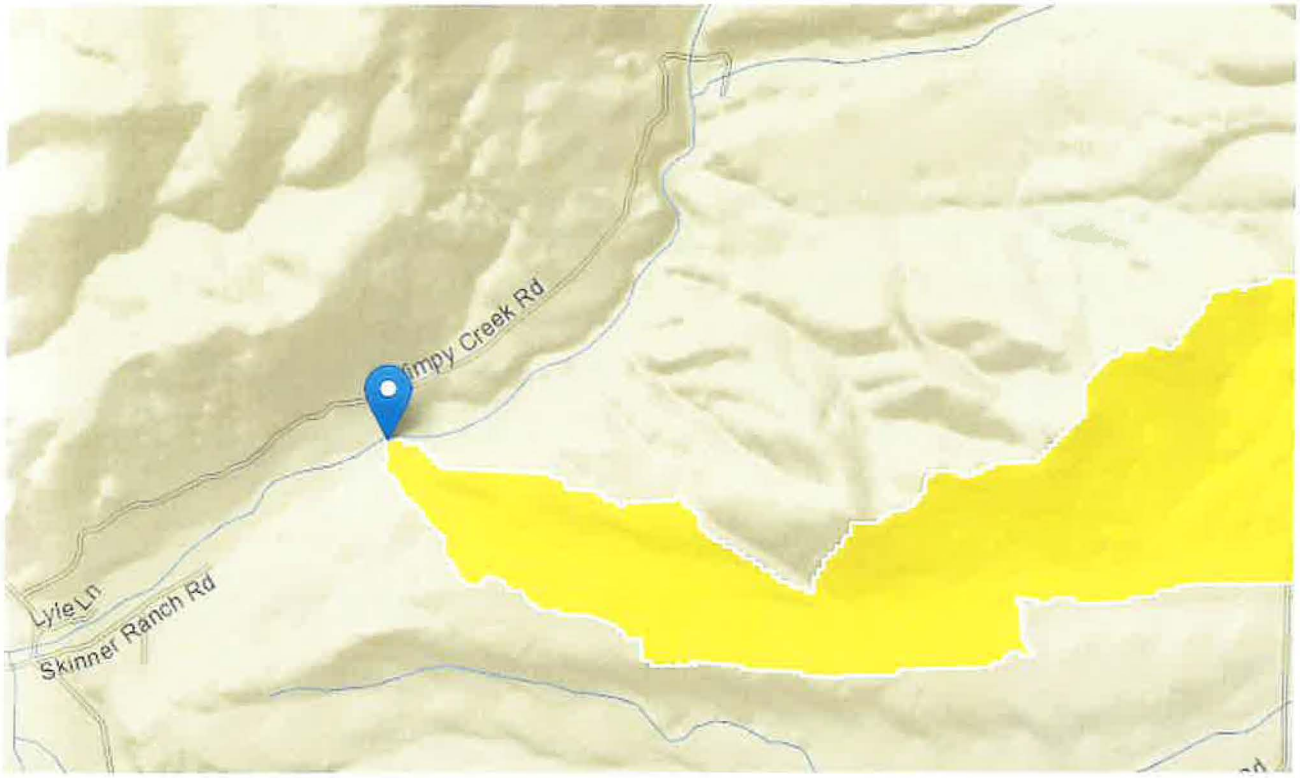
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Application Version: 4.12.0
StreamStats Services Version: 1.2.22
NSS Services Version: 2.2.1

StreamStats Report Unnamed Trib to Wimpy Creek

Region ID: ID
Workspace ID: ID20230130193356378000
Clicked Point (Latitude, Longitude): 45.10438, -113.70440
Time: 2023-01-30 12:34:19 -0700



Collapse All

Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
AG_OF_DA	Agricultural Land in Percentage of Drainage Area (Idaho Logistic Regression Equations SIR 2006-5035	28.1	percent
BSLDEM30M	Mean basin slope computed from 30 m DEM	20.1	percent
DRNAREA	Area that drains to a point on a stream	1.21	square miles
ELEV	Mean Basin Elevation	5400	feet

Parameter Code	Parameter Description	Value	Unit
FOREST	Percentage of area covered by forest	1	percent
PRECIP	Mean Annual Precipitation	10.6	inches
PRECPRIS10	Basin average mean annual precipitation for 1981 to 2010 from PRISM	13.7	inches
RELIEF	Maximum - minimum elevation	2580	feet

Peak-Flow Statistics

Peak-Flow Statistics Parameters [Peak Flow Region 6 and 8 2016 5083]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.21	square miles	2.77	3740
PRECPRIS10	Mean Annual Precip PRISM 1981 2010	13.7	inches	18.9	54.6

Peak-Flow Statistics Disclaimers [Peak Flow Region 6 and 8 2016 5083]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Peak-Flow Statistics Flow Report [Peak Flow Region 6 and 8 2016 5083]

Statistic	Value	Unit
80-percent AEP flood	1.34	ft^3/s
66.7-percent AEP flood	1.97	ft^3/s
50-percent AEP flood	2.94	ft^3/s
42.9-percent AEP flood	3.48	ft^3/s
20-percent AEP flood	6.14	ft^3/s
10-percent AEP flood	9.07	ft^3/s
4-percent AEP flood	13.5	ft^3/s
2-percent AEP flood	17.4	ft^3/s

Statistic	Value	Unit
1-percent AEP flood	22.3	ft^3/s
0.5-percent AEP flood	27.3	ft^3/s
0.2-percent AEP flood	35.8	ft^3/s

Peak-Flow Statistics Citations

Wood, M.S., Fosness, R.L., Skinner, K.D., and Veilleux, A.G.,2016, Estimating peak-flow frequency statistics for selected gaged and ungaged sites in naturally flowing streams and rivers in Idaho: U.S. Geological Survey Scientific Investigations Report 2016–5083, 56 p. (http://dx.doi.org/10.3133/sir20165083)

Low-Flow Statistics

Low-Flow Statistics Parameters [Low Flow Region 6 2006 5053]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.21	square miles	6.4	6236.7
PRECIP	Mean Annual Precipitation	10.6	inches	15.3	42.3

Low-Flow Statistics Disclaimers [Low Flow Region 6 2006 5053]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Low-Flow Statistics Flow Report [Low Flow Region 6 2006 5053]

Statistic	Value	Unit
1 Day 10 Year Low Flow	0.0109	ft^3/s
7 Day 2 Year Low Flow	0.0231	ft^3/s
7 Day 10 Year Low Flow	0.0121	ft^3/s
30 Day 5 Year Low Flow	0.022	ft^3/s

Low-Flow Statistics Citations

Hortness, J.E.,2006, Estimating Low-Flow Frequency Statistics for Unregulated Streams in Idaho: U.S. Geological Survey Scientific Investigations Report 2006-5035, 31 p. (http://pubs.usgs.gov/sir/2006/5035/pdf/sir20065035.pdf)

Annual Flow Statistics

Annual Flow Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.21	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	20.1	percent	8.6	66.2

Annual Flow Statistics Disclaimers [Monthly Annual Region 6 2001 4093]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Annual Flow Statistics Flow Report [Monthly Annual Region 6 2001 4093]

Statistic	Value	Unit
Mean Annual Flow	0.347	ft^3/s

Annual Flow Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

March Flow-Duration Statistics

March Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.21	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	20.1	percent	8.6	66.2

March Flow-Duration Statistics Disclaimers [Monthly Annual Region 6 2001 4093]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

March Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

Statistic	Value	Unit
March 20 Percent Duration	0.146	ft^3/s
March 50 Percent Duration	0.0636	ft^3/s

Statistic	Value	Unit
March 80 Percent Duration	0.0256	ft^3/s

March Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

April Flow-Duration Statistics

April Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.21	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	20.1	percent	8.6	66.2
FOREST	Percent Forest	1	percent	14.5	80.2

April Flow-Duration Statistics Disclaimers [Monthly Annual Region 6 2001 4093]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

April Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

Statistic	Value	Unit
April 20 Percent Duration	0.333	ft^3/s
April 50 Percent Duration	0.236	ft^3/s
April 80 Percent Duration	0.124	ft^3/s

April Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication

/wri014093)

May Flow-Duration Statistics

May Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.21	square miles	6.4	6236.7
FOREST	Percent Forest	1	percent	14.5	80.2
ELEV	Mean Basin Elevation	5400	feet	6258.1	9461

May Flow-Duration Statistics Disclaimers [Monthly Annual Region 6 2001 4093]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

May Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

Statistic	Value	Unit
May 20 Percent Duration	0.0505	ft^3/s
May 50 Percent Duration	0.0138	ft^3/s
May 80 Percent Duration	0.00193	ft^3/s

May Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication /wri014093)

June Flow-Duration Statistics

June Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.21	square miles	6.4	6236.7

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
FOREST	Percent Forest	1	percent	14.5	80.2
ELEV	Mean Basin Elevation	5400	feet	6258.1	9461
RELIEF	Relief	2580	feet	3015.2	9419.7

June Flow-Duration Statistics Disclaimers [Monthly Annual Region 6 2001 4093]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

June Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

Statistic	Value	Unit
June 20 Percent Duration	0.0323	ft^3/s
June 50 Percent Duration	0.004	ft^3/s
June 80 Percent Duration	0.0000879	ft^3/s

June Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

July Flow-Duration Statistics

July Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.21	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	20.1	percent	8.6	66.2
ELEV	Mean Basin Elevation	5400	feet	6258.1	9461

July Flow-Duration Statistics Disclaimers [Monthly Annual Region 6 2001 4093]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

July Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

Statistic	Value	Unit
July 20 Percent Duration	0.039	ft^3/s
July 50 Percent Duration	0.0108	ft^3/s
July 80 Percent Duration	0.00496	ft^3/s

July Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

August Flow-Duration Statistics

August Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.21	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	20.1	percent	8.6	66.2
ELEV	Mean Basin Elevation	5400	feet	6258.1	9461

August Flow-Duration Statistics Disclaimers [Monthly Annual Region 6 2001 4093]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

August Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

Statistic	Value	Unit
August 20 Percent Duration	0.0233	ft^3/s

Statistic	Value	Unit
August 50 Percent Duration	0.00628	ft^3/s
August 80 Percent Duration	0.00501	ft^3/s

August Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

September Flow-Duration Statistics

September Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.21	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	20.1	percent	8.6	66.2
ELEV	Mean Basin Elevation	5400	feet	6258.1	9461

September Flow-Duration Statistics Disclaimers [Monthly Annual Region 6 2001 4093]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

September Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

Statistic	Value	Unit
September 20 Percent Duration	0.0236	ft^3/s
September 50 Percent Duration	0.0066	ft^3/s
September 80 Percent Duration	0.00588	ft^3/s

September Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

October Flow-Duration Statistics

October Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.21	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	20.1	percent	8.6	66.2

October Flow-Duration Statistics Disclaimers [Monthly Annual Region 6 2001 4093]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

October Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

Statistic	Value	Unit
October 20 Percent Duration	0.146	ft^3/s
October 50 Percent Duration	0.0447	ft^3/s
October 80 Percent Duration	0.0276	ft^3/s

October Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

November Flow-Duration Statistics

November Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.21	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	20.1	percent	8.6	66.2

November Flow-Duration Statistics Disclaimers [Monthly Annual Region 6 2001 4093]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

November Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

Statistic	Value	Unit
November 20 Percent Duration	0.145	ft^3/s
November 50 Percent Duration	0.0512	ft^3/s
November 80 Percent Duration	0.032	ft^3/s

November Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

Probability Statistics

Probability Statistics Parameters [Low Flow Region 6 Prob Zero Flow]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.21	square miles	6.4	6236.7

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
PRECIP	Mean Annual Precipitation	10.6	inches	15.3	42.3
AG_OF_DA	Ag Land Percentage	28.1	percent	0	9.27

Probability Statistics Disclaimers [Low Flow Region 6 Prob Zero Flow]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Probability Statistics Flow Report [Low Flow Region 6 Prob Zero Flow]

Statistic	Value	Unit
Probability zero flow 30Day	1	dim
Probability zero flow 7Day	1	dim
Probability zero flow 1Day	1	dim

Probability Statistics Citations

Hortness, J.E.,2006, Estimating Low-Flow Frequency Statistics for Unregulated Streams in Idaho: U.S. Geological Survey Scientific Investigations Report 2006-5035, 31 p. (http://pubs.usgs.gov/sir/2006/5035/pdf/sir20065035.pdf)

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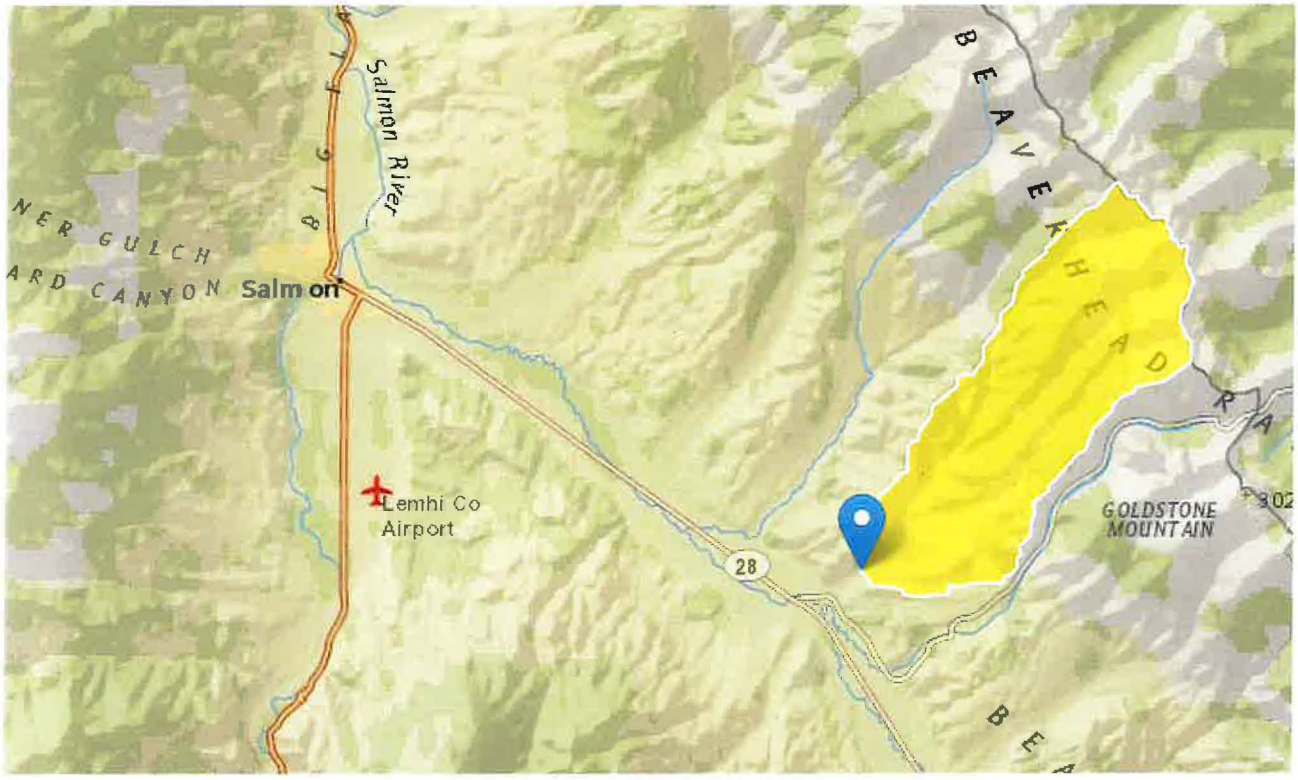
Application Version: 4.12.0

StreamStats Services Version: 1.2.22

NSS Services Version: 2.2.1

StreamStats Report Bridge to LWMP01 (old) 20230130

Region ID: ID
Workspace ID: ID20230130182320187000
Clicked Point (Latitude, Longitude): 45.10324, -113.70741
Time: 2023-01-30 11:23:44 -0700



This is an attempt to identify the upstream tributary basin if LWMP01 is on a fork of Wimpey Creek proper and not on a spring creek as depicted in the standard SS analysis for LWMP01 (old).

Collapse All

Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
AG_OF_DA	Agricultural Land in Percentage of Drainage Area (Idaho Logistic Regression Equations SIR 2006-5035	4.24	percent
BSLDEM30M	Mean basin slope computed from 30 m DEM	36.8	percent

Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	19.01	square miles
ELEV	Mean Basin Elevation	7000	feet
FOREST	Percentage of area covered by forest	49	percent
PRECIP	Mean Annual Precipitation	24	inches
PRECPRIS10	Basin average mean annual precipitation for 1981 to 2010 from PRISM	26.6	inches
RELIEF	Maximum - minimum elevation	5460	feet

Peak-Flow Statistics

Peak-Flow Statistics Parameters [Peak Flow Region 6 and 8 2016 5083]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.01	square miles	2.77	3740
PRECPRIS10	Mean Annual Precip PRISM 1981 2010	26.6	inches	18.9	54.6

Peak-Flow Statistics Flow Report [Peak Flow Region 6 and 8 2016 5083]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	PIu	ASEp
80-percent AEP flood	66.7	ft^3/s	24	185	66.9
66.7-percent AEP flood	85.4	ft^3/s	32	228	63.7
50-percent AEP flood	111	ft^3/s	43	287	61.3
42.9-percent AEP flood	124	ft^3/s	48	320	61.1
20-percent AEP flood	177	ft^3/s	67.9	461	61.7
10-percent AEP flood	230	ft^3/s	86	615	63.8
4-percent AEP flood	297	ft^3/s	105	841	68.1

Statistic	Value	Unit	PIl	Plu	ASEp
2-percent AEP flood	348	ft^3/s	118	1030	71.5
1-percent AEP flood	414	ft^3/s	134	1280	75.1
0.5-percent AEP flood	468	ft^3/s	145	1510	78.8
0.2-percent AEP flood	561	ft^3/s	164	1920	84

Peak-Flow Statistics Citations

Wood, M.S., Fosness, R.L., Skinner, K.D., and Veilleux, A.G.,2016, Estimating peak-flow frequency statistics for selected gaged and ungaged sites in naturally flowing streams and rivers in Idaho: U.S. Geological Survey Scientific Investigations Report 2016–5083, 56 p. (http://dx.doi.org/10.3133/sir20165083)

Low-Flow Statistics

Low-Flow Statistics Parameters [Low Flow Region 6 2006 5053]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.01	square miles	6.4	6236.7
PRECIP	Mean Annual Precipitation	24	inches	15.3	42.3

Low-Flow Statistics Flow Report [Low Flow Region 6 2006 5053]

PIl: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE	ASEp
1 Day 10 Year Low Flow	1.42	ft^3/s	78	82
7 Day 2 Year Low Flow	2.32	ft^3/s	59	61
7 Day 10 Year Low Flow	1.57	ft^3/s	77	81
30 Day 5 Year Low Flow	2.15	ft^3/s	70	73

Low-Flow Statistics Citations

Hortness, J.E.,2006, Estimating Low-Flow Frequency Statistics for Unregulated Streams in Idaho: U.S. Geological Survey Scientific Investigations Report 2006-5035, 31 p. (http://pubs.usgs.gov/sir/2006/5035/pdf/sir20065035.pdf)

Annual Flow Statistics

Annual Flow Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.01	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2

Annual Flow Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
Mean Annual Flow	10.7	ft^3/s	55.4

Annual Flow Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

April Flow-Duration Statistics

April Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.01	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2
FOREST	Percent Forest	49	percent	14.5	80.2

April Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
April 20 Percent Duration	13.2	ft^3/s	49.9
April 50 Percent Duration	6.44	ft^3/s	40.9
April 80 Percent Duration	3.9	ft^3/s	44.3

April Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

May Flow-Duration Statistics

May Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.01	square miles	6.4	6236.7
FOREST	Percent Forest	49	percent	14.5	80.2
ELEV	Mean Basin Elevation	7000	feet	6258.1	9461

May Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
May 20 Percent Duration	30.1	ft^3/s	54.1
May 50 Percent Duration	13.9	ft^3/s	52.1
May 80 Percent Duration	5.29	ft^3/s	64.1

May Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

June Flow-Duration Statistics

June Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.01	square miles	6.4	6236.7
FOREST	Percent Forest	49	percent	14.5	80.2
ELEV	Mean Basin Elevation	7000	feet	6258.1	9461
RELIEF	Relief	5460	feet	3015.2	9419.7

June Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
June 20 Percent Duration	39.4	ft^3/s	40.1
June 50 Percent Duration	17.8	ft^3/s	73.5
June 80 Percent Duration	6.31	ft^3/s	93.7

June Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

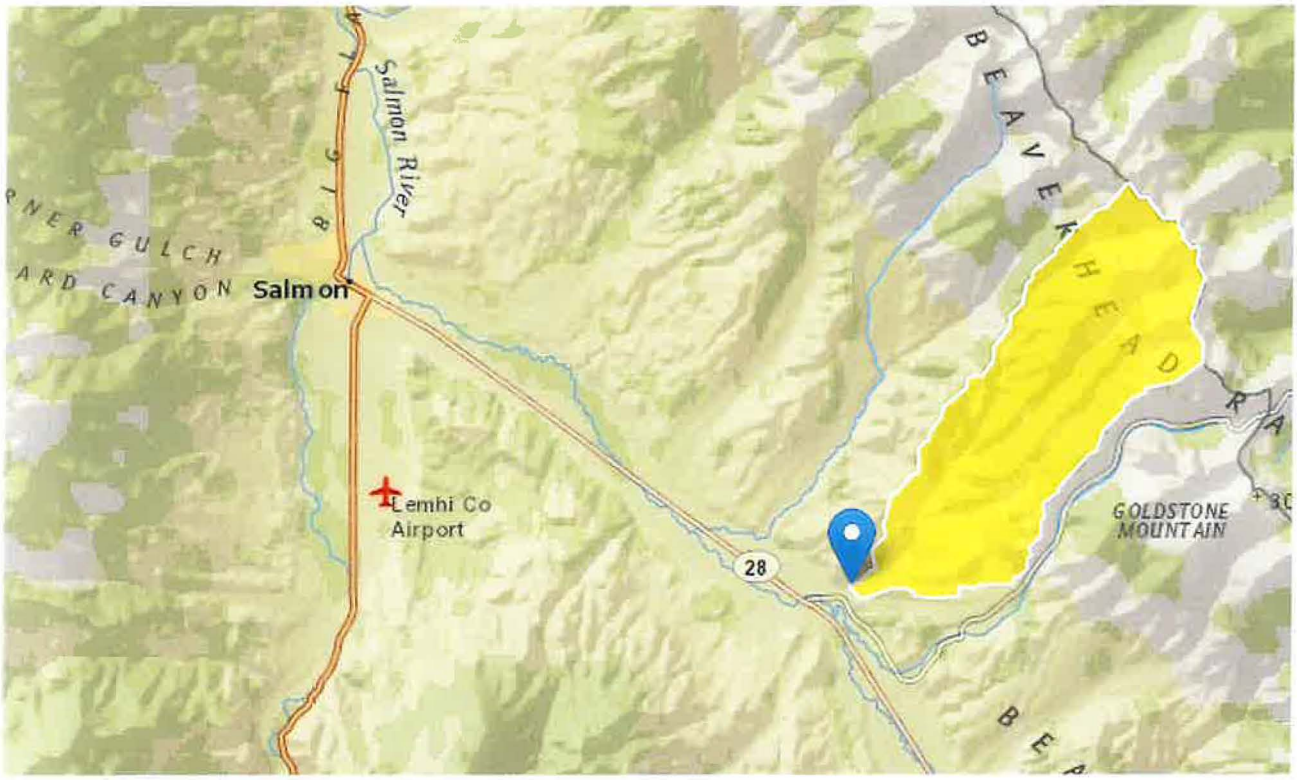
July Flow-Duration Statistics

July Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.01	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2

StreamStats Report LWMP2 20230130

Region ID: ID
Workspace ID: ID20230130181712597000
Clicked Point (Latitude, Longitude): 45.09956, -113.71531
Time: 2023-01-30 11:17:37 -0700



Collapse All

Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
AG_OF_DA	Agricultural Land in Percentage of Drainage Area (Idaho Logistic Regression Equations SIR 2006-5035	4.79	percent
BSLDEM30M	Mean basin slope computed from 30 m DEM	36.8	percent
DRNAREA	Area that drains to a point on a stream	19.18	square miles
ELEV	Mean Basin Elevation	6980	feet

Parameter Code	Parameter Description	Value	Unit
FOREST	Percentage of area covered by forest	48	percent
PRECIP	Mean Annual Precipitation	23.8	inches
PRECPRIS10	Basin average mean annual precipitation for 1981 to 2010 from PRISM	26.8	inches
RELIEF	Maximum - minimum elevation	5520	feet

Peak-Flow Statistics

Peak-Flow Statistics Parameters [Peak Flow Region 6 and 8 2016 5083]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.18	square miles	2.77	3740
PRECPRIS10	Mean Annual Precip PRISM 1981 2010	26.8	inches	18.9	54.6

Peak-Flow Statistics Flow Report [Peak Flow Region 6 and 8 2016 5083]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	PIu	ASEp
80-percent AEP flood	68.5	ft^3/s	24.7	190	66.9
66.7-percent AEP flood	87.6	ft^3/s	32.9	234	63.7
50-percent AEP flood	113	ft^3/s	43.8	291	61.3
42.9-percent AEP flood	127	ft^3/s	49.2	328	61.1
20-percent AEP flood	181	ft^3/s	69.5	471	61.7
10-percent AEP flood	234	ft^3/s	87.5	625	63.8
4-percent AEP flood	303	ft^3/s	107	858	68.1
2-percent AEP flood	355	ft^3/s	121	1050	71.5
1-percent AEP flood	421	ft^3/s	137	1300	75.1
0.5-percent AEP flood	476	ft^3/s	148	1530	78.8

Statistic	Value	Unit	PIl	Plu	ASEp
0.2-percent AEP flood	570	ft^3/s	167	1950	84

Peak-Flow Statistics Citations

Wood, M.S., Fosness, R.L., Skinner, K.D., and Veilleux, A.G.,2016, Estimating peak-flow frequency statistics for selected gaged and ungaged sites in naturally flowing streams and rivers in Idaho: U.S. Geological Survey Scientific Investigations Report 2016–5083, 56 p. (http://dx.doi.org/10.3133/sir20165083)

Low-Flow Statistics

Low-Flow Statistics Parameters [Low Flow Region 6 2006 5053]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.18	square miles	6.4	6236.7
PRECIP	Mean Annual Precipitation	23.8	inches	15.3	42.3

Low-Flow Statistics Flow Report [Low Flow Region 6 2006 5053]

PIl: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE	ASEp
1 Day 10 Year Low Flow	1.4	ft^3/s	78	82
7 Day 2 Year Low Flow	2.3	ft^3/s	59	61
7 Day 10 Year Low Flow	1.56	ft^3/s	77	81
30 Day 5 Year Low Flow	2.13	ft^3/s	70	73

Low-Flow Statistics Citations

Hortness, J.E.,2006, Estimating Low-Flow Frequency Statistics for Unregulated Streams in Idaho: U.S. Geological Survey Scientific Investigations Report 2006-5035, 31 p. (http://pubs.usgs.gov/sir/2006/5035/pdf/sir20065035.pdf)

Annual Flow Statistics

Annual Flow Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.18	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2

Annual Flow Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PIl: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
Mean Annual Flow	10.8	ft^3/s	55.4

Annual Flow Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

April Flow-Duration Statistics

April Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.18	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2
FOREST	Percent Forest	48	percent	14.5	80.2

April Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PIl: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
April 20 Percent Duration	13.2	ft^3/s	49.9

Statistic	Value	Unit	SE
April 50 Percent Duration	6.48	ft^3/s	40.9
April 80 Percent Duration	3.94	ft^3/s	44.3

April Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

May Flow-Duration Statistics

May Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.18	square miles	6.4	6236.7
FOREST	Percent Forest	48	percent	14.5	80.2
ELEV	Mean Basin Elevation	6980	feet	6258.1	9461

May Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PIl: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
May 20 Percent Duration	29.5	ft^3/s	54.1
May 50 Percent Duration	13.6	ft^3/s	52.1
May 80 Percent Duration	5.15	ft^3/s	64.1

May Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

June Flow-Duration Statistics

June Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.18	square miles	6.4	6236.7
FOREST	Percent Forest	48	percent	14.5	80.2
ELEV	Mean Basin Elevation	6980	feet	6258.1	9461
RELIEF	Relief	5520	feet	3015.2	9419.7

June Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
June 20 Percent Duration	38.8	ft^3/s	40.1
June 50 Percent Duration	17.5	ft^3/s	73.5
June 80 Percent Duration	6.16	ft^3/s	93.7

June Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

July Flow-Duration Statistics

July Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.18	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2
ELEV	Mean Basin Elevation	6980	feet	6258.1	9461

July Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
July 20 Percent Duration	8.17	ft^3/s	46.4
July 50 Percent Duration	3.98	ft^3/s	64.4
July 80 Percent Duration	2.37	ft^3/s	88.4

July Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

August Flow-Duration Statistics

August Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.18	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2
ELEV	Mean Basin Elevation	6980	feet	6258.1	9461

August Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
August 20 Percent Duration	3.77	ft^3/s	48.7
August 50 Percent Duration	2.22	ft^3/s	86.1
August 80 Percent Duration	1.59	ft^3/s	81.3

August Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

September Flow-Duration Statistics

September Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.18	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2
ELEV	Mean Basin Elevation	6980	feet	6258.1	9461

September Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
September 20 Percent Duration	3.13	ft^3/s	45.1
September 50 Percent Duration	1.95	ft^3/s	81
September 80 Percent Duration	1.52	ft^3/s	77.3

September Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

October Flow-Duration Statistics

October Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.18	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2

October Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
October 20 Percent Duration	5.99	ft^3/s	55.3
October 50 Percent Duration	4.01	ft^3/s	103
October 80 Percent Duration	2.35	ft^3/s	93.2

October Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

Probability Statistics

Probability Statistics Parameters [Low Flow Region 6 Prob Zero Flow]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	19.18	square miles	6.4	6236.7
PRECIP	Mean Annual Precipitation	23.8	inches	15.3	42.3
AG_OF_DA	Ag Land Percentage	4.79	percent	0	9.27

Probability Statistics Flow Report [Low Flow Region 6 Prob Zero Flow]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PC
Probability zero flow 30Day	0.234	dim	96
Probability zero flow 7Day	0.421	dim	96
Probability zero flow 1Day	0.437	dim	100

Probability Statistics Citations

Hortness, J.E.,2006, Estimating Low-Flow Frequency Statistics for Unregulated Streams in Idaho: U.S. Geological Survey Scientific Investigations Report 2006-5035, 31 p. (http://pubs.usgs.gov/sir/2006/5035/pdf/sir20065035.pdf)

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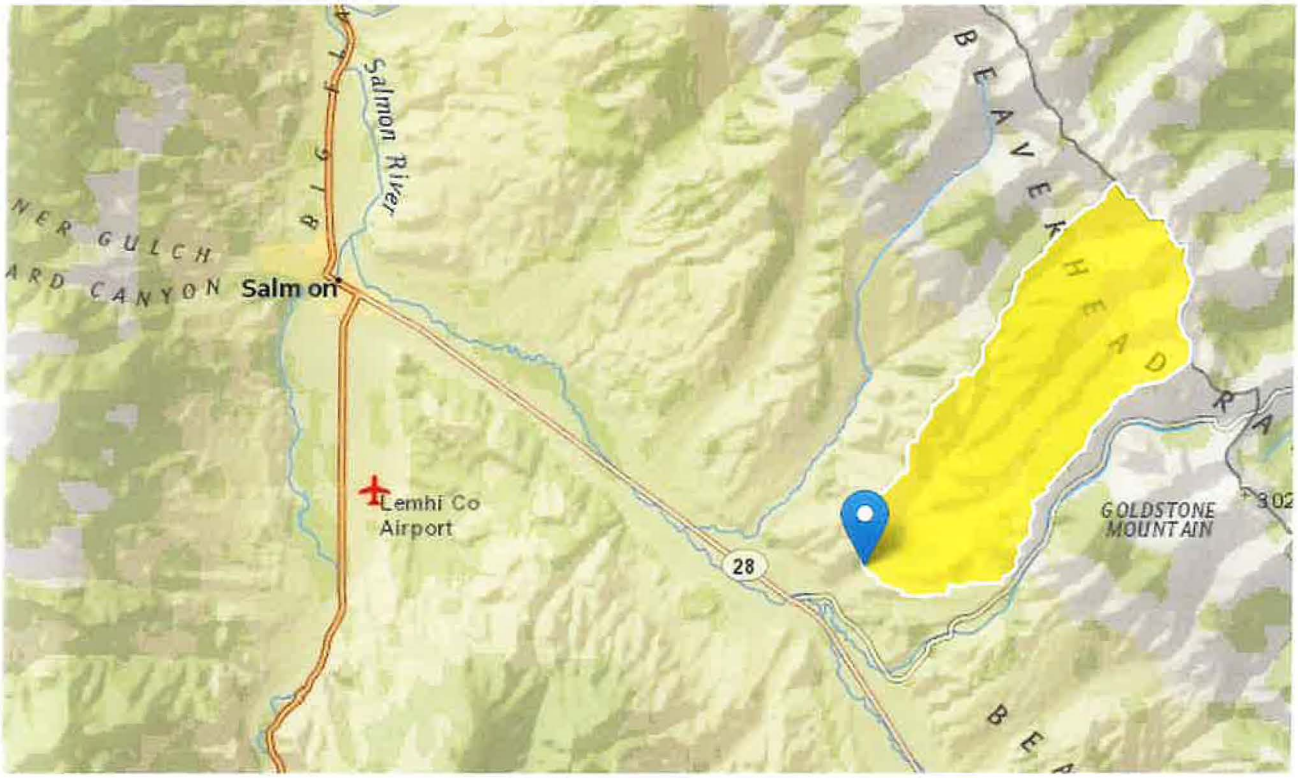
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Application Version: 4.12.0
StreamStats Services Version: 1.2.22
NSS Services Version: 2.2.1

StreamStats Report Bridge 2

Region ID: ID
Workspace ID: ID20230130184453492000
Clicked Point (Latitude, Longitude): 45.10397, -113.70644
Time: 2023-01-30 11:45:16 -0700



Second attempt at a bridge to LWMP01 (old) in case it is a distributary and not a spring creek.

Collapse All

Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
AG_OF_DA	Agricultural Land in Percentage of Drainage Area (Idaho Logistic Regression Equations SIR 2006-5035	4.09	percent
BSLDEM30M	Mean basin slope computed from 30 m DEM	36.8	percent

Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	18.97	square miles
ELEV	Mean Basin Elevation	7010	feet
FOREST	Percentage of area covered by forest	49	percent
PRECIP	Mean Annual Precipitation	24.1	inches
PRECPRIS10	Basin average mean annual precipitation for 1981 to 2010 from PRISM	26.6	inches
RELIEF	Maximum - minimum elevation	5450	feet

Peak-Flow Statistics

Peak-Flow Statistics Parameters [Peak Flow Region 6 and 8 2016 5083]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	18.97	square miles	2.77	3740
PRECPRIS10	Mean Annual Precip PRISM 1981 2010	26.6	inches	18.9	54.6

Peak-Flow Statistics Flow Report [Peak Flow Region 6 and 8 2016 5083]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	PIu	ASEp
80-percent AEP flood	66.5	ft^3/s	23.9	185	66.9
66.7-percent AEP flood	85.3	ft^3/s	32	228	63.7
50-percent AEP flood	111	ft^3/s	43	287	61.3
42.9-percent AEP flood	124	ft^3/s	48	320	61.1
20-percent AEP flood	177	ft^3/s	67.9	461	61.7
10-percent AEP flood	229	ft^3/s	85.6	613	63.8
4-percent AEP flood	296	ft^3/s	104	838	68.1

Statistic	Value	Unit	PIl	Plu	ASEp
2-percent AEP flood	348	ft^3/s	118	1030	71.5
1-percent AEP flood	413	ft^3/s	134	1270	75.1
0.5-percent AEP flood	467	ft^3/s	145	1500	78.8
0.2-percent AEP flood	560	ft^3/s	164	1920	84

Peak-Flow Statistics Citations

Wood, M.S., Fosness, R.L., Skinner, K.D., and Veilleux, A.G.,2016, Estimating peak-flow frequency statistics for selected gaged and ungaged sites in naturally flowing streams and rivers in Idaho: U.S. Geological Survey Scientific Investigations Report 2016–5083, 56 p. (http://dx.doi.org/10.3133/sir20165083)

Low-Flow Statistics

Low-Flow Statistics Parameters [Low Flow Region 6 2006 5053]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	18.97	square miles	6.4	6236.7
PRECIP	Mean Annual Precipitation	24.1	inches	15.3	42.3

Low-Flow Statistics Flow Report [Low Flow Region 6 2006 5053]

PIl: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE	ASEp
1 Day 10 Year Low Flow	1.43	ft^3/s	78	82
7 Day 2 Year Low Flow	2.33	ft^3/s	59	61
7 Day 10 Year Low Flow	1.59	ft^3/s	77	81
30 Day 5 Year Low Flow	2.16	ft^3/s	70	73

Low-Flow Statistics Citations

Hortness, J.E.,2006, Estimating Low-Flow Frequency Statistics for Unregulated Streams in Idaho: U.S. Geological Survey Scientific Investigations Report 2006-5035, 31 p. (http://pubs.usgs.gov/sir/2006/5035/pdf/sir20065035.pdf)

Annual Flow Statistics

Annual Flow Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	18.97	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2

Annual Flow Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
Mean Annual Flow	10.7	ft^3/s	55.4

Annual Flow Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

March Flow-Duration Statistics

March Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	18.97	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2

March Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
March 20 Percent Duration	4.77	ft^3/s	39.9
March 50 Percent Duration	3.27	ft^3/s	54.7
March 80 Percent Duration	2.25	ft^3/s	85.3

March Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

April Flow-Duration Statistics

April Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	18.97	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2
FOREST	Percent Forest	49	percent	14.5	80.2

April Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
April 20 Percent Duration	13.2	ft^3/s	49.9
April 50 Percent Duration	6.43	ft^3/s	40.9
April 80 Percent Duration	3.89	ft^3/s	44.3

April Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication

/wri014093)

May Flow-Duration Statistics

May Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	18.97	square miles	6.4	6236.7
FOREST	Percent Forest	49	percent	14.5	80.2
ELEV	Mean Basin Elevation	7010	feet	6258.1	9461

May Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
May 20 Percent Duration	30.2	ft^3/s	54.1
May 50 Percent Duration	14	ft^3/s	52.1
May 80 Percent Duration	5.32	ft^3/s	64.1

May Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication /wri014093)

June Flow-Duration Statistics

June Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	18.97	square miles	6.4	6236.7
FOREST	Percent Forest	49	percent	14.5	80.2
ELEV	Mean Basin Elevation	7010	feet	6258.1	9461
RELIEF	Relief	5450	feet	3015.2	9419.7

June Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
June 20 Percent Duration	39.6	ft^3/s	40.1
June 50 Percent Duration	17.9	ft^3/s	73.5
June 80 Percent Duration	6.37	ft^3/s	93.7

June Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

July Flow-Duration Statistics

July Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	18.97	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2
ELEV	Mean Basin Elevation	7010	feet	6258.1	9461

July Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
July 20 Percent Duration	8.3	ft^3/s	46.4
July 50 Percent Duration	4.06	ft^3/s	64.4
July 80 Percent Duration	2.41	ft^3/s	88.4

July Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

August Flow-Duration Statistics

August Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	18.97	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2
ELEV	Mean Basin Elevation	7010	feet	6258.1	9461

August Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
August 20 Percent Duration	3.83	ft^3/s	48.7
August 50 Percent Duration	2.26	ft^3/s	86.1
August 80 Percent Duration	1.62	ft^3/s	81.3

August Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

September Flow-Duration Statistics

September Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001

4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	18.97	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2
ELEV	Mean Basin Elevation	7010	feet	6258.1	9461

September Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PIl: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
September 20 Percent Duration	3.16	ft^3/s	45.1
September 50 Percent Duration	1.98	ft^3/s	81
September 80 Percent Duration	1.53	ft^3/s	77.3

September Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

October Flow-Duration Statistics

October Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	18.97	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2

October Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
October 20 Percent Duration	5.92	ft^3/s	55.3
October 50 Percent Duration	3.96	ft^3/s	103
October 80 Percent Duration	2.32	ft^3/s	93.2

October Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

November Flow-Duration Statistics

November Flow-Duration Statistics Parameters [Monthly Annual Region 6 2001 4093]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	18.97	square miles	6.4	6236.7
BSLDEM30M	Mean Basin Slope from 30m DEM	36.8	percent	8.6	66.2

November Flow-Duration Statistics Flow Report [Monthly Annual Region 6 2001 4093]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	SE
November 20 Percent Duration	5.22	ft^3/s	48
November 50 Percent Duration	3.54	ft^3/s	94.9
November 80 Percent Duration	2.82	ft^3/s	97.1

November Flow-Duration Statistics Citations

Hortness, J.E., and Berenbrock, Charles,2001, Estimating Monthly and Annual Streamflow Statistics at Ungaged Sites in Idaho: U.S. Geological Survey Water-Resources Investigations Report 01–4093, 36 p. (https://pubs.er.usgs.gov/publication/wri014093)

Probability Statistics

Probability Statistics Parameters [Low Flow Region 6 Prob Zero Flow]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	18.97	square miles	6.4	6236.7
PRECIP	Mean Annual Precipitation	24.1	inches	15.3	42.3
AG_OF_DA	Ag Land Percentage	4.09	percent	0	9.27

Probability Statistics Flow Report [Low Flow Region 6 Prob Zero Flow]

PII: Prediction Interval-Lower, PIu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PC
Probability zero flow 30Day	0.0951	dim	96
Probability zero flow 7Day	0.21	dim	96
Probability zero flow 1Day	0.219	dim	100

Probability Statistics Citations

Hortness, J.E.,2006, Estimating Low-Flow Frequency Statistics for Unregulated Streams in Idaho: U.S. Geological Survey Scientific Investigations Report 2006-5035, 31 p. (http://pubs.usgs.gov/sir/2006/5035/pdf/sir20065035.pdf)

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Application Version: 4.12.0
StreamStats Services Version: 1.2.22
NSS Services Version: 2.2.1

10/24/22, 2022

To: Idaho Department of Water Resources

From: Ronald E. Byers

Subject: Application for Water Right Transfers for Water Right Nos. 74-210A and 74-734A.

Ronald E. Byers ("Byers") is the owner of Water Right Nos. 74-210A and 74-734A. Two water right transfer applications concerning these rights have been filed by Rohn R. Nelson and Lori A. Nelson (the "Nelsons"). If the transfers are approved, the above-described water rights will be amended with places of use that cover property purchased by the Nelsons. Byers consents to these transfers, with the understanding that title to the water rights can only be transferred upon execution and recording of a deed for the water rights.

Ronald E. Byers Date: 10/24/22

Ronald E. Byers

STATE OF IDAHO)
)ss.
County of Lemhi)

This record was acknowledged before me on the 24 day of Oct, 2022, by **Ronald E. Byers**.

TERRI S WILLIAMS NOTARY PUBLIC STATE OF IDAHO Comm. No. 67114 My Commission Expires 02/05/28

Terri S Williams

Notary Public for Idaho
My Commission Expires: 02/05/2028

Exhibit 20

Exhibits 50-57

Video Files

Exhibit
58

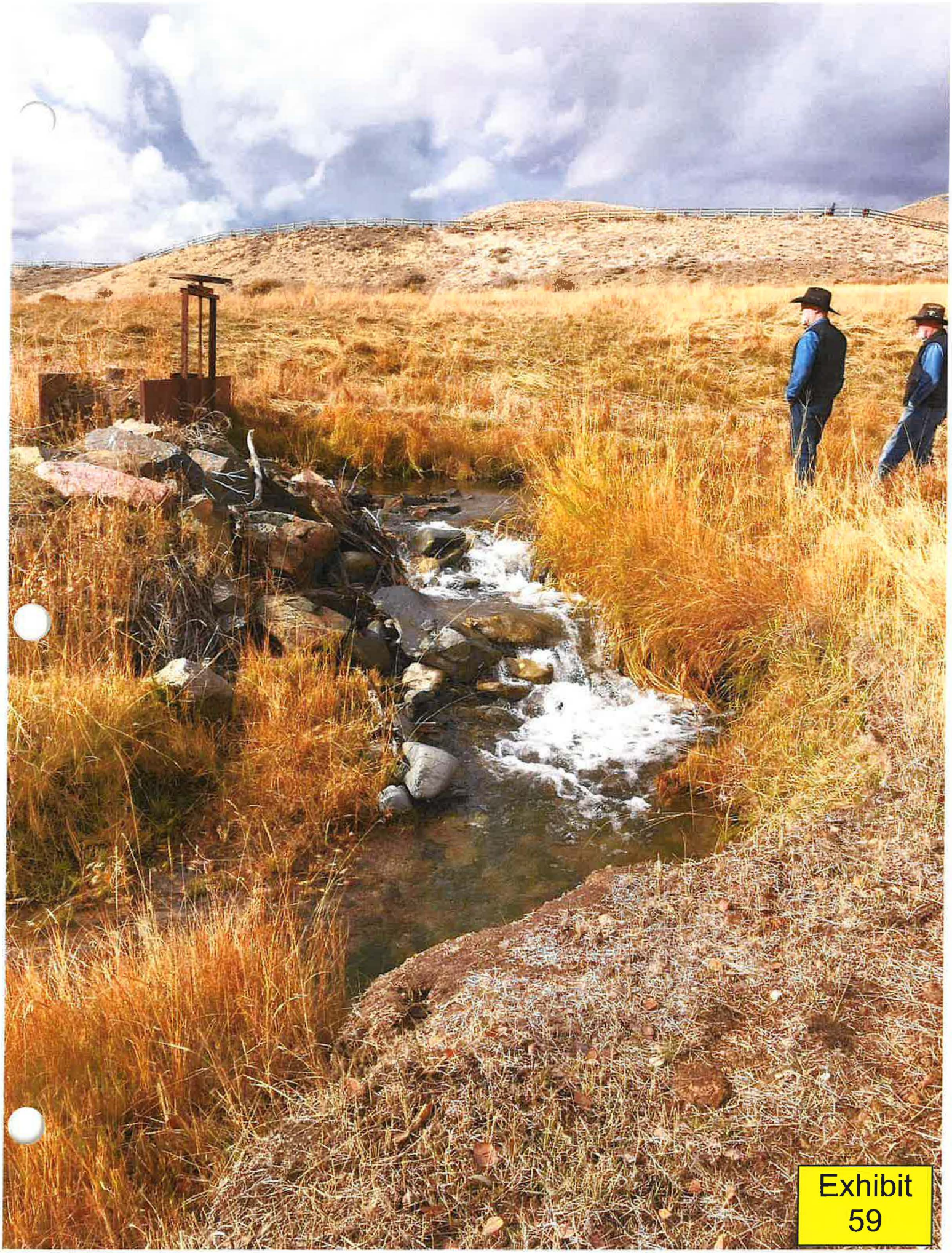

Exhibit
59


Exhibit
60