

IN THE WATER COURT OF THE STATE OF MONTANA
UPPER MISSOURI DIVISION
JEFFERSON RIVER BASIN (41G)
PRELIMINARY DECREE

* * * * *

CLAIMANTS: Sharon M. Turner; Wayne L. Turner

COUNTEROBJECTOR: Jefferson Island Ranch LLC

CASE 41G-0257-R-2019

41G 95763-00

41G 30108054

CLAIMANT: Jefferson Island Ranch LLC

OBJECTORS: Jefferson Island Ranch LLC; Wayne L.
Turner

CASE 41G-0280-R-2020

41G 36772-00

CLAIMANT: Jefferson Island Ranch, LLC

OBJECTORS: Wayne L. Turner; United States of America
(Bureau of Reclamation); Jefferson Island
Ranch, LLC

CASE 41G-0308-R-2020

41G 208263-00

CLAIMANT: Jefferson Island Ranch, LLC

OBJECTORS: Wayne L. Turner; Jefferson Island Ranch,
LLC

CASE 41G-0310-R-2021

41G 40973-00

**ORDER APPROVING SETTLEMENT AGREEMENT, DISMISSING
OBJECTIONS, DECREERING WATER RIGHTS, AND CLOSING CASE**

I. INTRODUCTION

The parties to these four cases are Jefferson Island Ranch and Sharon and Wayne Turner. The parties own water rights and filed objections to each other's water rights. This Court scheduled a trial for April 24-28, 2023.

The parties reached a settlement on April 21 and notified the Court they wanted a hearing on April 24 to review the proposed settlement. At the hearing, this Court gave the

parties 60 days to tender a final settlement agreement. After the April 24 hearing, the parties remained at the Court and executed a written Settlement Agreement.

The Settlement Agreement contains numerous provisions. Key among them are terms regarding the naming of geographic and water conveyance features, mutual agreements to withdraw all pending objections, commitments to install measuring devices in specific locations, a promise by JIR to withdraw its request for an implied claim, and complex provisions for future distribution of water.

The parties' agreement on the naming of key features included the following language:

For the purposes of clarity in this settlement agreement, the following definitions are adopted as shown on Exhibit A attached herewith. The body of water referred to as "Slaughterhouse Slough" is an old channel of the Jefferson River that begins at the site of the old Renova Bridge west of the main channel, running in a northerly and then easterly direction until it rejoins the Jefferson River in Section 7 T1N R3W Jefferson County. "Jefferson Slough" begins at the NWNWSW of Section 11 T1N R4W Jefferson County which runs in a northeasterly direction until it rejoins the Jefferson River in Section 12 T1N R3W Jefferson County.

Settlement Agreement, p.4., Footnote 1 (hereafter "Footnote 1").

The term "Slaughterhouse Slough" is used in numerous places in the Settlement Agreement to define locations for placement of measuring devices and to assure clarity regarding the minimum flow and water administration provisions of the Settlement Agreement.

Following execution of the Settlement Agreement by all parties, JIR tendered draft abstracts to the Turners for review. The abstracts included the following information remark¹:

WATER DIVERTED FROM THE JEFFERSON RIVER AT POD #1 IS CONVEYED THROUGH SLAUGHTERHOUSE SLOUGH (ALSO COMMONLY REFERRED TO AS THE "OLD CHANNEL OF THE JEFFERSON RIVER"), WHICH IS USED AS A NATURAL CARRIER TO SECONDARY POINTS OF DIVERSION.

¹ Information remarks are commonly attached to water right abstracts. Their purpose is to "limit, define, or explain unique aspects of a claim..." W.C.E.R. 2(a)(56).

On July 28, 2023, the Turners filed a *Status Report and Request to Review Abstracts and Information Remark*. The Turners asserted that they disagreed with the naming conventions used in JIR's proposed information remark and further disagreed with its reference to secondary points of diversion. The Turners described the terms "Slaughterhouse Slough" and "Old Channel of the Jefferson River" as "non-standard and confusing" and asserted their use in an information remark "will lead to confusion in any future distribution of water on the Jefferson River." Turner's Status Report, p.3.

The Turners acknowledged that they were the authors of Footnote 1 in the Settlement Agreement and that they drafted it to "limit the confusing references to the administration agreement..." *Id.*

That same day, JIR filed a motion and brief to enforce the Settlement Agreement. JIR asks that the court deem its objections to the Turners' water rights withdrawn, that Turner's objections to JIR's rights be deemed withdrawn, and that JIR's rights be decreed in accord with the draft abstracts attached to its motion to resolve its self-objections. Finally, JIR asks that it be awarded costs and attorney fees incurred in enforcement of the Settlement Agreement.

The Turners do not contest JIR's request to deem pending objections withdrawn, but they oppose incorporation of the term "Slaughterhouse Slough" into JIR's proposed information remarks and additionally oppose reference to secondary points of diversion. Finally, the Turners object to an award of attorney's fees.

In addition, the United States of America (Bureau of Reclamation) is a party to case 41G-308-R-2020. The United States filed an objection to claim 41G 208263-00 to the flow rate/volume, place of use/maximum acres, and priority date. On February 2, 2021, the United States and JIR filed a Stipulation to Resolve Objections. The parties agree to reduce the place of use to 953.00 acres irrigated and the points of diversion/means of diversion to reflect historical and actual use more accurately. The parties also agreed that JIR should request an implied claim sprinkler/flood irrigation claim be generated in its name.

II. ISSUES

1. Are JIR's proposed abstracts consistent with the Settlement Agreement signed on April 24, 2023?
2. Should the Settlement Agreement signed on April 24, 2023, between JIR and the Turners be approved?
3. Is an award of attorney's fees to JIR proper?
4. Should the Settlement Agreement between JIR and the United States be approved?
5. Should the Court grant JIR's requested modifications to the points of diversion and place of use of claims 41G 36772-00, 41G 208263-00, and 41G 40973-00?

III. DISCUSSION

Are JIR's proposed abstracts consistent with the Settlement Agreement?

Turner contends that JIR's use of the term Slaughterhouse Slough in its proposed abstracts is improper.

Turner's argument borders on preposterous. Turner acknowledges it drafted the definition of this term and inserted it into the Settlement Agreement for the purpose of avoiding confusion. JIR's use of the term in its proposed abstract is intended to clarify distribution of water through use of terminology the parties agreed upon for this purpose. Its use in the proposed information remark is consistent with the terms of the Settlement Agreement. It is also consistent with the purpose of information remarks which is to define unique aspects of a claim. Having supplied a definition of the term Slaughterhouse Slough, it is disingenuous for the Turners to assert that use of that term will lead to confusion. The opposite is true.

The Turners also assert that reference to secondary points of diversion in JIR's proposed information remark is improper. A point of diversion is where water is diverted from a source. Once diverted from a source water may be conveyed into a carrier such as a pipeline, ditch, or in this case, a natural carrier like a slough. Secondary diversions are

the places where water is removed from a carrier. Secondary diversions may include taps on a pipeline, or headgates, dams, pumps and siphons on a ditch or natural carrier. It is common for water rights to have only a single point of diversion, but many secondary diversions. Municipal water rights are an example of a water right with hundreds or potentially thousands of secondary points of diversion.

It is also common for water rights to have secondary points of diversion that change depending on need. Irrigators often shift temporary dams or siphon hoses up and down a ditch to deliver water to different locations in a field. Some irrigators even use mobile self-propelled secondary diversions called Love Machines, named after their inventor, to remove water from a ditch and deliver it where needed.

By statute, the water court is obliged to define a place of diversion for all water rights. § 85-2-234(6)(g). Place of diversion, more commonly called point of diversion, is a defined term. It “means the location or locations where water is diverted *from the source*.” W.R.C.E.R. 2(a)(53) (emphasis added).

Although the water court often adds secondary points of diversion to an abstract when requested by the parties to a dispute, it is not obliged to do so. There are sound practical reasons for not including secondary points of diversion on a water right abstract. First, they may be too numerous to identify and catalogue. Examples include municipal rights or water rights conveyed through a ditch dozens of miles long with numerous takeouts, each of which in turn has its own set of tertiary diversions. Secondary diversions may also be constantly shifting, which makes their identification both impossible and pointless.

Nevertheless, secondary points of diversion are common, and because they are common their use is implicit with many rights, including irrigation rights. That is especially true here, where water is diverted into a natural carrier such as Slaughterhouse Slough and then diverted into individual ditches for delivery to its intended place of use.

It is therefore disingenuous for the Turners to assert that reference to secondary points of diversion in JIR’s proposed information remark is improper. Slaughterhouse Slough is a natural carrier, or as defined in the Settlement Agreement, “an old channel of

the Jefferson River.” JIR’s only method of removing water from the Slough is through use of secondary points of diversions because without such diversions it could not irrigate. That fact is both obvious and foreseeable, and the Turner’s assertions of surprise are simply not credible.

JIR’s reference to secondary points of diversion does not alter the terms of the Settlement Agreement nor does it constitute an expansion of a water right as Turner contends. The Turners have not offered any evidence to suggest JIR is adding new points of diversion or in any way altering or expanding the historical use of its water rights. Turner’s request that this court revise JIR’s proposed information remark by including a reference to the Pruett Owsley Ditch is not only unsupported by any evidence, but also not referenced anywhere in the Settlement Agreement.

The Turners entered a binding contract when they executed the Settlement Agreement. Nothing in that contract requires secondary points of diversion be identified or prevents references to them in an information remark. Turner’s request to reject such references and replace them with a restriction to usage of the Pruett Owsley Ditch adds terms to the contract it does not contain.

JIR’s proposed information remarks are consistent with the Settlement Agreement, comport with common sense, and are consistent with the explanatory purpose of such remarks. The information remarks are approved as are the proposed abstracts submitted by JIR.

Should the Settlement Agreement between the Turners and JIR be approved?

Settlement Agreements are reviewed by the Water Court pursuant to W.R.Adj.R 17. The Court is not bound by such agreements and may reject them or require additional proof if a party seeks to expand or enlarge an element of a water right. The Turners have not shown that the Settlement Agreement they willingly entered expands or enlarges water right claims 41G 95763-00 and 41G 30108054 (case 41G-257-R-2019), 41G 36772-00 (case 41G-280-R-2020), 41G 208263-00 (case 41G-308-R-2020), and 41G 40973-00 (case 41G-310-R-2021). Accordingly, no additional proof is required to ratify

the terms of the Agreement. The Settlement Agreement is approved. The parties' objections and counterobjections to each other's claims are therefore resolved.

Is an award of attorney's fees to JIR proper?

JIR calls for this court to exercise its equitable powers to sanction the Turners for breach of the Settlement Agreement. The Settlement Agreement does not contain an attorney's fees provision. JIR's frustration with the Turners is understandable. The Turners wrote and agreed to an explicit definition of the Slaughterhouse Slough and then objected when that definition was used in an information remark.

Furthermore, this is not the first time the Turners have engaged in conduct that has tested the patience of JIR, and frankly, that of the Court. In considering and rejecting an earlier attempt by the Turners to amend their objections, this court stated their conduct "skates close to the boundaries established in Rule 11." Order Denying Motion to Amend Objections and Denying Motion for Sanctions, August 4, 2022, p. 9. Despite that admonition, the Turners' collateral attack on the language they drafted for the Settlement Agreement makes them seem oblivious to the impact of their behavior on other parties and the court system.

That said, other than a non-specific reference to this court's equitable powers, JIR cites no authority for its request for attorney's fees. Accordingly, that request is denied.

Should the Settlement Agreement between JIR and the United States be approved?

Settlement Agreements are reviewed by the Water Court pursuant to W.R.Adj.R 17. The Court is not bound by such agreements and may reject them or require additional proof if a party seeks to expand or enlarge an element of a water right. The Stipulation entered into between the United States and JIR does not expand or enlarge claim 41G 20863-00 (case 41G-308-R-2020).² Accordingly, no additional proof is required to ratify the terms of the Stipulation. The Stipulation is approved. The United States' objection is therefore resolved.

² The Court notes that in the Settlement Agreement reached between JIR and the Turners, JIR agreed to not request the implied claim that it had agreed to request in the Stipulation with the United States.

Should the Court grant JIR's requested modifications to claims 41G 36772-00, 41G 208263-00, and 41G 40973-00?

In addition to those modifications controlled by the settlement agreements, JIR requests to modify the points of diversion and the means of diversion of claims 41G 36772-00 (41G-280-R-2020), 41G 208263-00 (41G-308-R-2020), 41G 40973-00 (41G-310-R-2021) and to reduce the place of use of claim 41G 36772-00 to resolve the issue remarks appearing on the claims and its self-objections. It also requests the Court update the ownership caption to reflect its updated name (Jefferson Island LLC to Jefferson Island Ranch LLC). The modifications reflect the diversion locations of the Slaughterhouse Slough and Jefferson Slough more accurately. They do not expand or enlarge the claims.³ Thus, the modifications to the claims are granted. JIR's self-objections to the claims are therefore resolved and so are the issue remarks appearing on the claims.

IV. ORDER

Based on the foregoing, IT IS HEREBY ORDERED:

1. The objections to the claims are DISMISSED.
2. The issue remarks and notice remarks appearing on the claims are REMOVED.
3. The claims consolidated into water court cases 41G-257-R-2019, 41G-280-R-2020, 41G-308-R-2020, and 41G-310-R-2021 are MODIFIED in accordance with the Post Decree Abstracts attached to this Order.
4. The proceedings on claims 41G 95763-00, 41G 30108054, 41G 36772-00, 41G 208263-00, and 41G 40973-00 are CLOSED.

ELECTRONICALLY SIGNED AND DATED BELOW.

³ The Court notes that JIR's motion requesting modifications to these claims differs from its proposed abstracts. For claim 41G 36772-00, the motion appears to contain a clerical error in the period of use and period of diversion –the claim abstract already reflects the period of use that JIR requests. For claim 41G 40973-00, the motion asks for an expansion of the period of use and diversion, but the proposed abstract does not. As there is no evidence to support this proposed expansion, the Court relies on the modifications enumerated in the proposed abstract and will decree the claim accordingly.

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**POST DECREE
ABSTRACT OF WATER RIGHT CLAIM
JEFFERSON RIVER
BASIN 41G**

Water Right Number: 41G 95763-00 STATEMENT OF CLAIM

Version: 3 -- POST DECREE

Status: ACTIVE

Owners: WAYNE L TURNER
PO BOX 1080
WHITEHALL, MT 59759 1080

SHARON M TURNER
PO BOX 1080
WHITEHALL, MT 59759 1080

Priority Date: JUNE 1, 1871

Type of Historical Right: FILED

Purpose (use): IRRIGATION

Irrigation Type: FLOOD

***Flow Rate:** 25.00 CFS

FLOW RATE FOR THIS RIGHT IS LIMITED TO THE HISTORIC CAPACITY OF THE
DIVERSION STRUCTURE AND CONVEYANCE SYSTEM.

Volume: THE TOTAL VOLUME OF THIS WATER RIGHT SHALL NOT EXCEED THE AMOUNT PUT
TO HISTORICAL AND BENEFICIAL USE.

Climatic Area: 3 - MODERATE

Maximum Acres: 629.00

Source Name: JEFFERSON SLOUGH

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NWNWSW	11	1N	4W	JEFFERSON

Period of Diversion: MAY 1 TO OCTOBER 1

Diversion Means: HEADGATE

Period of Use: MAY 1 TO OCTOBER 1

***Place of Use:**

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	235.00			11	1N	4W	JEFFERSON
2	181.00			12	1N	4W	JEFFERSON
3	77.00			2	1N	4W	JEFFERSON
4	136.00			1	1N	4W	JEFFERSON

Total: 629.00

**POST DECREE
ABSTRACT OF WATER RIGHT CLAIM
JEFFERSON RIVER
BASIN 41G**

Water Right Number: 41G 30108054 STATEMENT OF CLAIM

Version: 2 -- POST DECREE

Status: ACTIVE

Owners: WAYNE L TURNER
PO BOX 1080
WHITEHALL, MT 59759 1080

SHARON M TURNER
PO BOX 1080
WHITEHALL, MT 59759 1080

Priority Date: JUNE 1, 1871

Type of Historical Right: FILED

Purpose (use): STOCK

Flow Rate: A SPECIFIC FLOW RATE HAS NOT BEEN DECREED BECAUSE THIS USE CONSISTS OF STOCK DRINKING DIRECTLY FROM THE SOURCE, OR FROM A DITCH SYSTEM. THE FLOW RATE IS LIMITED TO THE MINIMUM AMOUNT HISTORICALLY NECESSARY TO SUSTAIN THIS PURPOSE.

Volume: THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCK WATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORICAL USE OF THE AREA SERVICED BY THIS WATER SOURCE.

Source Name: JEFFERSON SLOUGH

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	SESWSESW	1	1N	4W	JEFFERSON	
Period of Diversion:	JANUARY 1 TO DECEMBER 31					
Diversion Means:	LIVESTOCK DIRECT FROM SOURCE					
2	SENESSWSW	1	1N	4W	JEFFERSON	
Period of Diversion:	JANUARY 1 TO DECEMBER 31					
Diversion Means:	LIVESTOCK DIRECT FROM SOURCE					
3	NESWSWSW	1	1N	4W	JEFFERSON	
Period of Diversion:	JANUARY 1 TO DECEMBER 31					
Diversion Means:	LIVESTOCK DIRECT FROM SOURCE					
4	SESWSESW	2	1N	4W	JEFFERSON	
Period of Diversion:	JANUARY 1 TO DECEMBER 31					
Diversion Means:	LIVESTOCK DIRECT FROM SOURCE					
5	NESWNENE	11	1N	4W	JEFFERSON	
Period of Diversion:	JANUARY 1 TO DECEMBER 31					
Diversion Means:	LIVESTOCK DIRECT FROM SOURCE					

6 NWSWSENW 11 1N 4W JEFFERSON

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

Period of Use: JANUARY 1 TO DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SESWSESW	1	1N	4W	JEFFERSON
2			SENESWSW	1	1N	4W	JEFFERSON
3			NESWSWSW	1	1N	4W	JEFFERSON
4			SESWSESW	2	1N	4W	JEFFERSON
5			NESWNE	11	1N	4W	JEFFERSON
6			NWSWSENW	11	1N	4W	JEFFERSON

**POST DECREE
ABSTRACT OF WATER RIGHT CLAIM
JEFFERSON RIVER
BASIN 41G**

Water Right Number: 41G 36772-00 STATEMENT OF CLAIM

Version: 3 -- POST DECREE

Status: ACTIVE

Owners: JEFFERSON ISLAND RANCH LLC
45 WELCOME HILL RD
WEST CHESTERFIELD, NH 03466 3363

Priority Date: SEPTEMBER 1, 1889

Type of Historical Right: DECREED

Purpose (use): STOCK

Flow Rate: A SPECIFIC FLOW RATE HAS NOT BEEN DECREED BECAUSE THIS USE CONSISTS OF STOCK DRINKING DIRECTLY FROM THE SOURCE, OR FROM A DITCH SYSTEM. THE FLOW RATE IS LIMITED TO THE MINIMUM AMOUNT HISTORICALLY NECESSARY TO SUSTAIN THIS PURPOSE.

Volume: THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCK WATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORICAL USE OF THE AREA SERVICED BY THIS WATER SOURCE.

Source Name: JEFFERSON RIVER

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NWSWNW	28	1N	4W	JEFFERSON

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: DIVERSION DAM

Ditch Name: PRUETT-OWSLEY DITCH

WATER DIVERTED FROM JEFFERSON RIVER AT POD ID#1 IS CONVEYED THROUGH SLAUGHTERHOUSE SLOUGH (ALSO COMMONLY REFERRED TO THE "OLD CHANNEL OF THE JEFFERSON RIVER"), WHICH IS USED AS A NATURAL CARRIER TO SECONDARY POINTS OF DIVERSION.

Period of Use: JANUARY 1 TO DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1				20	1N	4W	MADISON
2				21	1N	4W	MADISON

Remarks:

THE WATER RIGHTS LISTED FOLLOWING THIS STATEMENT ARE MULTIPLE USES OF THE SAME RIGHT. THE USE OF THIS RIGHT FOR SEVERAL PURPOSES DOES NOT INCREASE THE EXTENT OF THE WATER RIGHT. RATHER IT DECREES THE RIGHT TO ALTERNATE AND EXCHANGE THE USE (PURPOSE) OF THE WATER IN ACCORD WITH HISTORICAL PRACTICES.

36772-00

208263-00

**POST DECREE
ABSTRACT OF WATER RIGHT CLAIM
JEFFERSON RIVER
BASIN 41G**

Water Right Number: 41G 208263-00 STATEMENT OF CLAIM
Version: 3 -- POST DECREE
Status: ACTIVE

Owners: JEFFERSON ISLAND RANCH LLC
45 WELCOME HILL RD
WEST CHESTERFIELD, NH 03466 3363

Priority Date: SEPTEMBER 1, 1889

Type of Historical Right: DECREED

Purpose (use): IRRIGATION
Irrigation Type: SPRINKLER/FLOOD

***Flow Rate:** 49.75 CFS

Volume: THE TOTAL VOLUME OF THIS WATER RIGHT SHALL NOT EXCEED THE AMOUNT PUT TO HISTORICAL AND BENEFICIAL USE.

Climatic Area: 3 - MODERATE

Maximum Acres: 953.00

Source Name: JEFFERSON RIVER
Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NWSWNW	28	1N	4W	JEFFERSON
Period of Diversion:	MAY 1 TO OCTOBER 31					
Diversion Means:	DIVERSION DAM					
2		SWSESW	15	1N	4W	MADISON
Period of Diversion:	MAY 1 TO OCTOBER 31					
Diversion Means:	HEADGATE					
3		SENWSW	21	1N	4W	MADISON
Period of Diversion:	MAY 1 TO OCTOBER 31					
Diversion Means:	HEADGATE					
4		SENESEW	21	1N	4W	MADISON
Period of Diversion:	MAY 1 TO OCTOBER 31					
Diversion Means:	HEADGATE					

WATER DIVERTED FROM JEFFERSON RIVER AT POD ID#1 IS CONVEYED THROUGH SLAUGHTERHOUSE SLOUGH (ALSO COMMONLY REFFERED TO AS THE "OLD CHANNEL OF THE JEFFERSON RIVER"), WHICH IS USED AS A NATURAL CARRIER TO SECONDARY POINTS OF DIVERSION

Period of Use: MAY 1 TO OCTOBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	3.30		NWNENW	14	1N	4W	MADISON
2	30.40		W2NW	14	1N	4W	MADISON
3	114.10		NE	15	1N	4W	MADISON
4	12.10		S2SENW	15	1N	4W	MADISON
5	79.80		SW	15	1N	4W	MADISON
6	98.90		SE	15	1N	4W	MADISON
7	5.30		S2SENE	16	1N	4W	MADISON
8	112.50		SE	16	1N	4W	MADISON
9	1.40		S2SENW	16	1N	4W	MADISON
10	14.60		NESW	16	1N	4W	MADISON
11	1.70		SWNWSW	16	1N	4W	MADISON
12	49.10		S2SW	16	1N	4W	MADISON
13	1.30		E2E2SE	17	1N	4W	MADISON
14	371.40			21	1N	4W	MADISON
15	48.60		W2NW	22	1N	4W	MADISON
16	2.80		W2SENW	22	1N	4W	MADISON
17	5.70		W2NWSW	22	1N	4W	MADISON
Total:	953.00						

Remarks:

THE WATER RIGHTS FOLLOWING THIS STATEMENT ARE SUPPLEMENTAL WHICH MEANS THE RIGHTS HAVE OVERLAPPING PLACES OF USE. THE RIGHTS CAN BE COMBINED TO IRRIGATE ONLY OVERLAPPING PARCELS. EACH RIGHT IS LIMITED TO THE FLOW RATE AND PLACE OF USE OF THAT INDIVIDUAL RIGHT. THE SUM TOTAL VOLUME OF THESE WATER RIGHTS SHALL NOT EXCEED THE AMOUNT PUT TO HISTORICAL AND BENEFICIAL USE.

208263-00 211494-00 211495-00

THE WATER RIGHTS LISTED FOLLOWING THIS STATEMENT ARE MULTIPLE USES OF THE SAME RIGHT. THE USE OF THIS RIGHT FOR SEVERAL PURPOSES DOES NOT INCREASE THE EXTENT OF THE WATER RIGHT. RATHER IT DECREES THE RIGHT TO ALTERNATE AND EXCHANGE THE USE (PURPOSE) OF THE WATER IN ACCORD WITH HISTORICAL PRACTICES.

36772-00 208263-00

**POST DECREE
ABSTRACT OF WATER RIGHT CLAIM
JEFFERSON RIVER
BASIN 41G**

Water Right Number: 41G 40973-00 STATEMENT OF CLAIM

Version: 3 -- POST DECREE

Status: ACTIVE

Owners: JEFFERSON ISLAND RANCH LLC
45 WELCOME HILL RD
WEST CHESTERFIELD, NH 03466 3363

Priority Date: DECEMBER 31, 1913

Type of Historical Right: DECREED

Purpose (use): IRRIGATION

Irrigation Type: FLOOD

Flow Rate: 1.88 CFS

Volume: THE TOTAL VOLUME OF THIS WATER RIGHT SHALL NOT EXCEED THE AMOUNT PUT TO HISTORICAL AND BENEFICIAL USE.

Climatic Area: 3 - MODERATE

Maximum Acres: 60.03

Source Name: JEFFERSON RIVER

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NWSWNW	28	1N	4W	JEFFERSON

Period of Diversion: APRIL 1 TO NOVEMBER 1

Diversion Means: DIVERSION DAM

WATER DIVERTED FROM JEFFERSON RIVER AT POD ID#1 IS CONVEYED THROUGH SLAUGHTERHOUSE SLOUGH (ALSO COMMONLY REFFERED TO AS THE "OLD CHANNEL OF THE JEFFERSON RIVER"), WHICH IS USED AS A NATURAL CARRIER TO SECONDARY POINTS OF DIVERSION

Period of Use: APRIL 1 TO NOVEMBER 1

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	60.03		SE	16	1N	4W	MADISON
Total:	60.03						