

**T08N R05W
S13**

Idaho Department of Water Resources

Claims: 65-22346

Prepared by:

RON HOWERTON

Date: 2 MAR 01

 **Place of use**

 **POD**

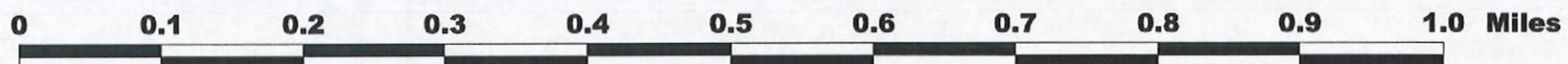
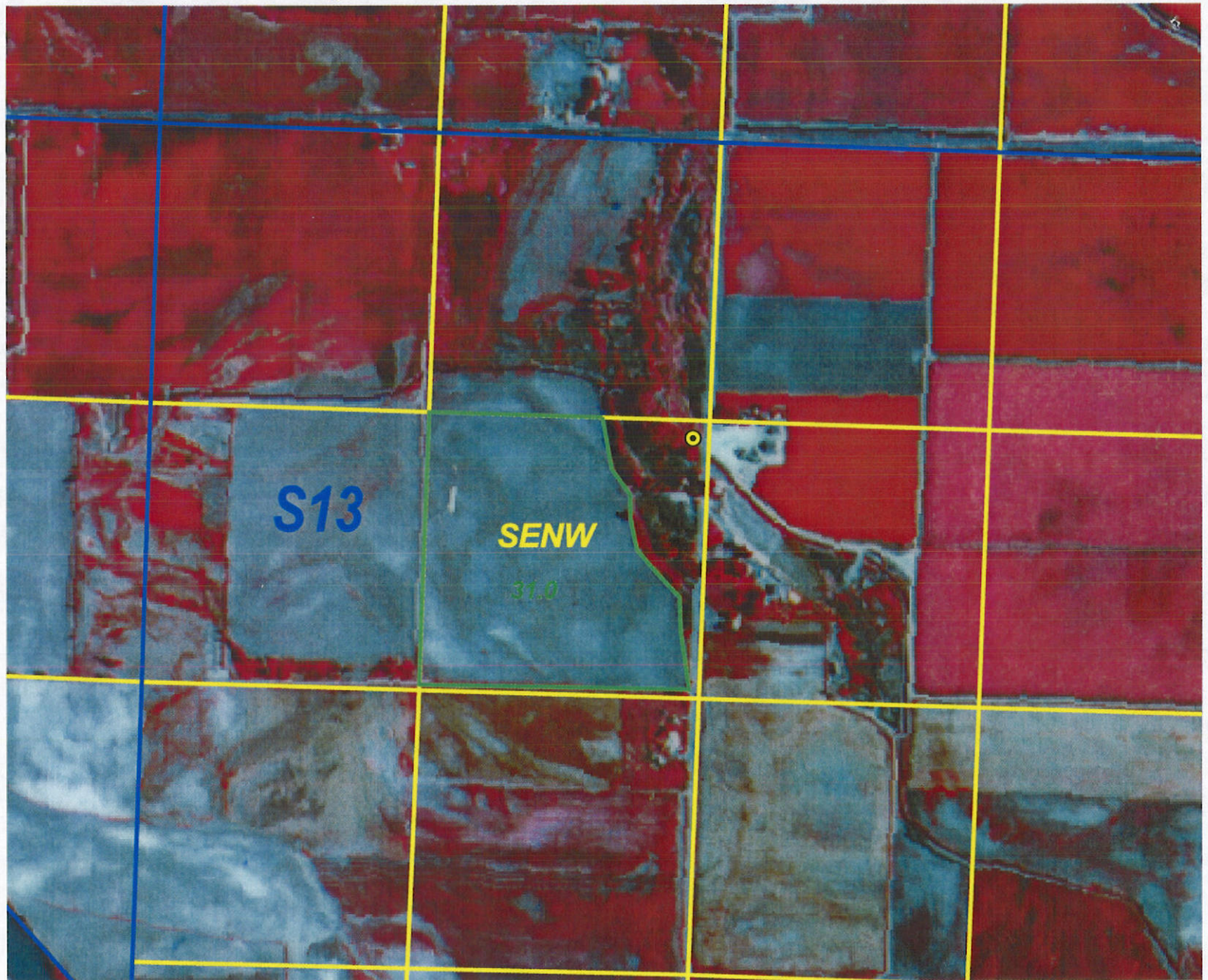
 **SECTION**

 **1/4 1/4**

31.0 Acres



1987 NAPP



**T08N R05W
S13**

Idaho Department of Water Resources

**Claims: 65-22346
Prepared by:
RON HOWERTON
Date: 2 MAR 01**

 **Place of use**

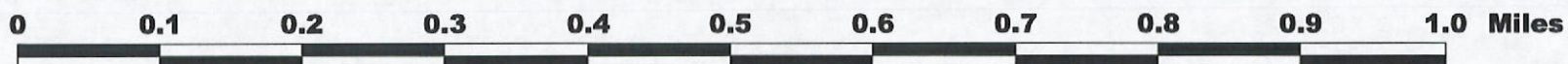
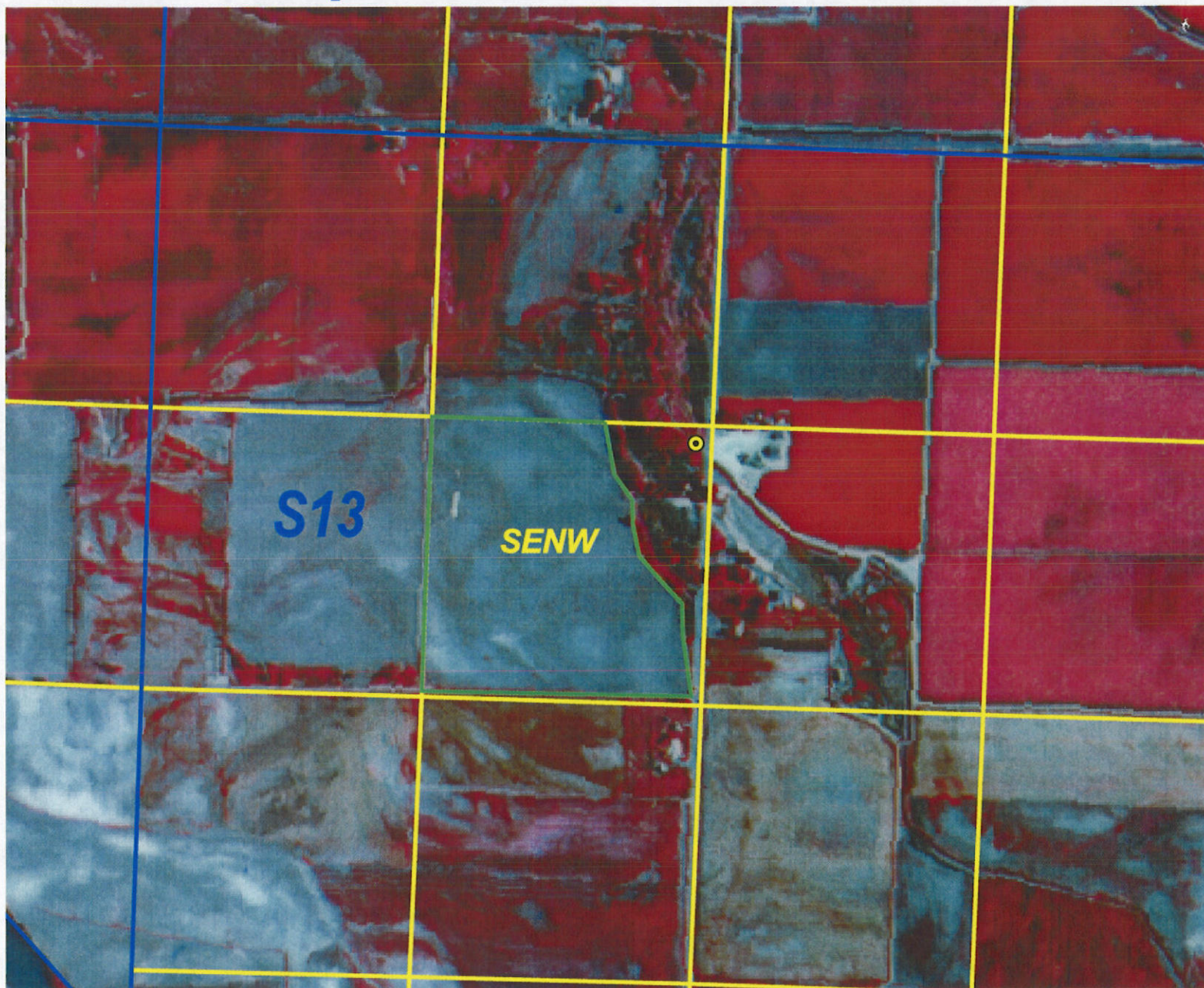
 **POD**

 **SECTION**

 **1/4 1/4**



1987 NAPP



03/01/2001

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-22346

NAME AND ADDRESS: PHYLLIS E RICKETTS
HOMER M VIOLETTE
PO BOX 510
FRUITLAND, ID 83619

SOURCE: WASTEWATER TRIBUTARY: FORTY-NINE SLOUGH

QUANTITY: 0.91 CFS

THIS RIGHT SHALL PROVIDE NO MORE THAN .02 CFS PER
ACRE WHEN MEASURED AT THE FIELD HEADGATE.

PRIORITY DATE: 06/01/1936

POINT OF DIVERSION: T08N R05W S13 SENW Within PAYETTE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03-15 11-15	0.91 CFS

PLACE OF USE:

<u>IRRIGATION Within PAYETTE County</u>		
T08N R05W S13	SENW	31

31 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: BASIS OF CLAIM - Decreed

USE OF THIS RIGHT IS COMBINED WITH WATER FROM LOWER PAYETTE DITCH CO.

This right is the result of a split due to change in ownership for a portion of 65-02396. DB 3/1/2001.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED**FEB 14 2001****WATER RESOURCES
WESTERN REGION**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>A65-02396</u>	<u>A55809NP</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) BW Bainbridge
Pete Murphy
HE McGary
P.O. Box 698 Payette, Id 83661
4. New Owner/Claimant(s) Homer M. Dioletto - Phyllis E. Ricketts
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
- New Mailing Address P.O. Box 510
- City, State and ZIP Code Fruitland Id 83619
- New Telephone Number (208) 863-4116
5. Date you acquired the property 1-19-2001

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) Homer M. Wright
(include title if applicable) Phyllis E. Ruckelshaus

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

CONVEYANCE LOSS SPLIT TREE

CLAIM: 65-2396

AGENT: Ron Howerton

Date: February 28, 2001

TOTAL CFS (1.0) - (0.32) CONV. LOSS CFS = 0.68 = SPLIT BASE CFS

SPLIT BASE CFS FACTOR = CFS 0.68 / ACRES 34 = 0.02

TOTAL CONVEYANCE CFS = 0.32 / ACRES 34 = 0.009411765 = FACTOR CONV. LOSS CFS

1ST SPLIT = SPLIT BASE FACTOR x N acres 31 = BASE CFS = 0.62

**CONVEYANCE x 31 N acres = CONV. 0.29 CFS
LOSS FACTOR**

Ricketts.

2ND SPLIT = SPLIT BASE FACTOR x N acres 3 = BASE CFS = 0.06

**CONVEYANCE x 3 N acres = CONV. 0.03 CFS
LOSS FACTOR**

Bainbridge

NAME: **BAINBRIDGE**

RIGHT: **65-2396**

BASE CFS + **0.68**

CONV. LOSS = **0.32**

TOTAL CFS 1.0

TRACT(S) NENW

TRACT(S) SENW

NAME: **RICKETTS**

SPLIT: **65-22346**

BASE CFS + **0.62**

CONV. LOSS = **0.29**

TOTAL CFS 0.91

TRACT(S) SENW (31)

TRACT(S)

NAME: **BAINBRIDGE**

SPLIT: **65-22345**

BASE CFS + **0.06**

CONV. LOSS = **0.03**

TOTAL CFS 0.09

TRACT(S) NENW (3)

TRACT(S)

CONTRACT OF SALE

THIS CONTRACT OF SALE ("**Contract**") is entered into as of the date last written below the signatures of the parties hereto, between H. E. McGary and Billie E. McGary, husband and wife, and B.W. Bainbridge and Julie H. Bainbridge, husband and wife ("**Sellers**"), and Homer M. Violette and Phyllis E. Ricketts, husband and wife ("**Buyers**").

1. Purchase:

Sellers shall sell and Buyers shall purchase that certain real property located in the County of Payette, State of Idaho, consisting of approximately 40 acres and sometimes known as 8361 Dutch Lane, Payette, Idaho, 83661 (Land in TWP. 8 N., R. 5 W., B.M. Payette County, Idaho: in sec. 13, SE ¼ NW ¼) together with all irrigation pipes and pumps, and the house well pump and pressure tank ("**Subject Property**"), all in accordance with the terms and conditions hereinafter set forth.

2. License for Entry:

Sellers understands that Buyers may construct a home on the Subject Property, and Sellers grants to Buyers a license to enter upon the Subject Property for all purposes reasonably related to a full and adequate determination of the suitability of the Subject Property for such purposes, including, without limitation, the right to conduct surveys, soils tests, engineering studies, and environmental tests and audits.

3. Purchase Price:

The purchase price of the Subject Property is the sum of Seventy-Seven Thousand Dollars (\$77,000).

(a) Within five (5) business days after the date of this Contract, Buyers shall deposit with Escrow Holder (as defined in Section 5) One Thousand Dollars (\$1,000) as earnest money. All earnest money deposited pursuant to this Section 3(a) shall be referred to herein as "**Earnest Money**." In the event this Contract is terminated within ninety (90) days from the date of

this Contract, all Earnest Money shall be refunded to Buyers. In the event this Contract is terminated after such ninety (90) days, the Earnest Money may be retained by Sellers, unless the termination is due to Seller's default or Seller's failure to satisfy Seller's obligations herein.

(b) The balance of the purchase price in the amount of Seventy-Six Thousand Dollars (\$76,000) shall be paid by cashier check or wire transfer of federally guaranteed funds on or before the closing date.

4. Conditions Subsequent:

Notwithstanding anything to the contrary in this Contract, Buyers shall not be obligated to purchase the Subject Property unless within ninety (90) days from the date of this Contract each of the following conditions has been met or Buyers has waived said condition in writing.

(a) The Subject Property is zoned and all studies, reports, permits, approvals and written agreements obtained by Buyers are satisfactory to Buyers (including, but not limited to, building and use permits, water tests and surveys). Sellers, at Seller's expense, will have the well water and septic system tested. The well water shall be tested by certified well tester from the list of approved well testers provided by DEQ or the Idaho State Southwest Health District, and the results shall be acceptable to Buyers. The septic system shall be tested by an engineer approved by Buyers or the Idaho State Southwest Health District and shall be acceptable to Buyers and Payette County Planning and Zoning for issuance of a building permit.

(b) Title to the Subject Property shall be good and marketable and shall be free and clear of all liens, encumbrances, easements, assessments, restrictions, tenancies (whether recorded or unrecorded) and other exceptions to title, except the lien of real property taxes not yet due and payable and those exceptions approved in writing by Buyers ("**Permitted Exceptions**"). Sellers agrees to remove on or before closing all monetary liens and encumbrances affecting the Subject Property except the lien of real property taxes not yet due and payable.

(c) Escrow Holder shall be prepared to obtain from Alliance Title and Escrow or other title insurance company approved by the

Buyers, upon closing, an ALTA Owner's Policy of Title Insurance in the full amount of the purchase price subject only to the Permitted Exceptions.

(d) All of Seller's representations and warranties under this Contract shall continue to be true and correct as of the date of closing.

(e) At or prior to closing, Sellers shall have recorded (or deposited into escrow for recording) a Boundary Line Adjustment in form reasonably satisfactory to Buyers creating the Subject Property as a separate lot of approximately 40 acres.

(f) Within twenty (20) days from the date of this Contract, Sellers shall deliver to Buyers a fully executed and completed Seller Property Disclosure Form as attached hereto as Exhibit A and made a part hereof.

(g) Sellers, at Seller's expense, has provided Buyer with a boundary survey of the Subject Property prepared by a licensed surveyor ("Survey") which shall show that the Subject Property contains approximately forty (40) acres. The legal description contained in the Survey shall be the legal description in the Deed.

(h) Buyers shall have obtained financing, on terms and conditions acceptable to Buyers, for Buyers to purchase the Subject Property.

(i) Buyer's review of the Subject Property pursuant to the license granted in Section 2 shall not have disclosed any information which would adversely affect the suitability of the Subject Property for Buyers.

(j) Buyers has obtained, and Sellers has approved, the cost for the building materials necessary to construct a fence, of equal design and quality as the existing fence, along the boundary line where the Subject Property is split from Seller's remaining property ("Fence Costs"). Sellers agrees that Buyers shall be credited one-half (1/2) of the Fence Costs toward the purchase price at closing.

In the event Buyers, at any time, deems any of the conditions set forth in this Section 4

unsatisfied, Buyers may terminate this Contract upon fifteen (15) days' prior written notice to Sellers and this Contract shall terminate if the condition or conditions specified in said notice of termination have not been satisfied or waived in writing by Buyers prior to expiration of said fifteen (15) day period. Upon such termination, all Earnest Money shall promptly be returned to Buyers. In addition, and without limiting the foregoing, in the event all of the conditions set forth in this Section 4 have not been satisfied or waived in writing by Buyers within ninety (90) days after the date of this Contract (and the Contract has not theretofore been terminated by Buyers), Sellers may at any time thereafter, so long as said conditions have not been satisfied or waived in writing by Buyers, terminate this Contract upon fifteen (15) days' prior written notice to Buyers, and this Contract shall terminate if the condition or conditions specified in said notice of termination have not been satisfied or waived in writing by Buyers prior to expiration of said fifteen (15) day period. Notwithstanding any of the foregoing, neither party shall have the right to terminate this Contract if such party is in default under this Contract. In the event of any such termination of this Contract, both parties shall be released from any further obligations hereunder except for liabilities, actual or contingent, which arose prior to the date of termination.

5. Escrow Holder:

Prior to closing, the parties shall open an escrow with Alliance Title and Escrow, ("**Escrow Holder**"). Sellers shall deposit into escrow a duly executed and acknowledged Warranty Deed, prepared by Escrow Holder, conveying the Subject Property and all of Seller's right, title and interest in, and to all water rights appurtenant thereto to Buyers, subject only to the Permitted Exceptions ("**Deed**"), together with instructions to deliver and record the Deed when Escrow Holder is in a position to pay the purchase price to Sellers. After all of the conditions of closing as set forth in Section 4 have been met and Buyers has been so advised, Buyers shall deposit the balance of the purchase price into escrow with instructions to disburse the purchase price to Sellers upon recordation of the Deed and issuance of the title insurance policy required by Section 4(c).

6. Closing:

Closing shall be the date on which the Deed to Buyers is recorded which shall be as soon as practicable after deposit of the balance purchase price into escrow, but in no event later than ten (10) days after all conditions set forth in Article 4 have been satisfied or waived by Buyers. Possession passes to Buyers on closing.

7. Costs:

Buyers shall pay the cost of recording the Deed. Any escrow fees shall be paid equally by both parties. Taxes, rentals and utilities shall be prorated as of the time of closing. Sellers shall pay all title insurance premiums for issuing a standard Owner's Policy of Title Insurance. Upon determination of the Fence Costs, the purchase price shall be reduced by Seller's share (one-half) of such Fence Costs.

8. Commissions:

Each party represents and warrants that it has not dealt with or contracted with any broker, agent or finder to act in their behalf in connection with this transaction. Each party agrees to indemnify, defend and hold harmless the other party from all Claims arising from any misrepresentation by the indemnifying party pursuant to this Section 8.

9. Seller's Representations and Warranties:

(a) Sellers represents and warrants that Sellers has authority to enter into this Contract and to grant the license granted in Section 2 and that Sellers holds marketable fee simple title to the Subject Property.

(b) Sellers represents and warrants all of the following:

(i) Sellers has no knowledge of any "Hazardous Materials" (as hereinafter defined), having ever been used, produced, released, stored, transported, disposed of, generated, deposited or otherwise existing in, over, under or upon the Subject Property or Shopping Center by any person or entity whatsoever in violation of any Environmental Laws (as hereinafter defined). The term "Hazardous Materials" shall collectively refer to underground storage tanks, petroleum and

petroleum products, asbestos, PCBs, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any "Environmental Laws." The term "Environmental Laws" shall collectively refer to the Comprehensive Environmental Response, Compensation and Liability Act of 1980. The Toxic Substances Control Act, the Clean Water Act 33 U.S.C. § 1251-1387, the Resource Conservation and Recovery Act as amended or any other similar federal, state or local law, rule or regulation respecting Hazardous Materials together with all rules and regulations promulgated thereunder and all amendments thereto.

(ii) Sellers, and to Seller's knowledge, all other persons or entities who have occupied or are occupying the Subject Property or any portion thereof, have, at all times, fully complied with all Environmental Laws and all other laws, rules and regulations (collectively, "Laws").

(iii) There are no pending actions against Sellers (or to Seller's knowledge, against any other person or entity) which relate to the condition or use of the Subject Property and Sellers has no knowledge of any facts or circumstances which could give rise to such action. Without limiting the foregoing, there are no pending or threatened condemnation proceedings which could affect all or any portion of the Subject Property.

(c) Sellers represents and warrants that, to Seller's knowledge, all water rights, or shares evidencing such water rights, are valid, transferable and will be transferred with the Subject Property.

(d) Sellers represents and warrants that, at the close of escrow, there will be no lease or occupancy agreement of any kind then in force affecting the use or occupancy of the Subject Property.

(e) Sellers represents and warrants that there are no encroachments onto the Subject Property, and that there are no encroachments by improvements located on the Subject Property onto any adjoining property.

(f) Sellers represents and warrants that the building right and a building permit will

291766

WARRANTY DEED

Order No.: 4060000474

FOR VALUE RECEIVED

The McGary Family Trust as to a 1/3 interest; the remainder in B.W. Bainbridge and Julie H. Bainbridge, husband and wife; H.E. McGary and Billie E. McGary, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Homer M. Violette and Phyllis E. Ricketts, Husband and Wife

whose current address is

11360 Highlander Boise, ID 83709

the grantee(s), the following described premises, in Payette County, Idaho, TO WIT:

The SE1/4NW1/4 of Section 13, Twp. 8 N., R. 5 W., B.M., Payette County, Idaho.

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: January 10, 2001

H.E. McGary
H.E. McGary

Billie E. McGary
Billie E. McGary, Trustee

B.W. Bainbridge
B.W. Bainbridge

Billie E. McGary
Billie E. McGary

Billie E. McGary
Billie E. McGary, Trustee

Julie H. Bainbridge
Julie H. Bainbridge

State of Idaho

County of Payette

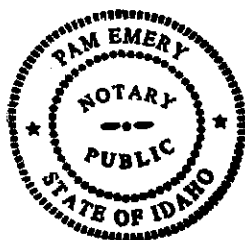
On this 19th day of January, 2001, before me, a Notary Public in and for said state, personally

appeared H.E. McGary and Billie E. McGary both as individuals and as Trustees of the McGary Family Trust, and B.W. Bainbridge and Julie H. Bainbridge

known or identified to me to be the person(s) whose name(s) are subscribed to the within Instrument and acknowledged to me that they executed same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public for the State of Idaho
Residing at: Payette, ID
Commission Expires:

STATE OF IDAHO } ss 11-16-05
County of Payette



I hereby certify that this instrument was filed for record at the request of ALLIANCE TITLE & ESCROW CORP.

Time 3:30 pm
Date Jan 19, 2001
Instrument # 291766 Deeds

LAURA L. STIGLE
By [Signature] Ex officio Recorder

54'17" E
18.93'

SET #5 BAR W/ALUM. CAP
NW 1/16 COR. SEC. 13

SET R.R. SPIKE STAMPED 797
C-N 1/16 COR. SEC. 13

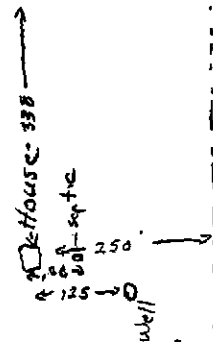
N 89°54'17" E
1309.02'

ARING:

RING FOR THIS SURVEY IS THE
CENTER OF SECTION LINE AS
OF SURVEY INSTRUMENT
a. N 00°02'53" W.

SE 1/4 NW 1/4

99.336 ACRES±



SURVEY INSTRUMENT No. 252503
SURVEY INSTRUMENT No. 238066.

N 00°23'13" W
1312.36'

N 00°02'53" W 1313.42'

SET #5 BAR W/ALUM. CAP
SW 1/16 COR. SEC. 13

FND. #4 BAR PER (1)
C-1/4 COR. SEC. 13

N 89°57'08" E
1301.26'

7°08" E
1.26'

N 00°02'53" W (1)
(1313.54')(1)
1313.58'
1313.49'

FND. #4 BAR PER (1)
1/4 COR. SEC. 13/24

N 89°56'45" W
2571.66'

02/28/2001

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-2396

NAME AND ADDRESS: B W BAINBRIDGE
H E MC GARY
PETER MURPHY
PO BOX 698
PAYETTE, ID 83661

SOURCE: WASTEWATER

TRIBUTARY: FORTY-NINE SLOUGH

QUANTITY: 1 CFS

THIS RIGHT SHALL PROVIDE NO MORE THAN .02 CFS PER ACRE WHEN
MEASURED AT THE FIELD HEADGATE.

PRIORITY DATE: 06/01/1936

POINT OF DIVERSION: T08N R05W S13

SENW

Within PAYETTE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
3-15 11-15

QUANTITY
1.00 CFS

PLACE OF USE:

IRRIGATION Within PAYETTE County
T08N R05W S13

NENW

3

T08N R05W S13

SENW

31

34 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: BASIS OF CLAIM - Decreed

USE OF THIS RIGHT IS COMBINED WITH WATER FROM LOWER PAYETTE
DITCH CO.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

May 4, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Dear Basin 65 water user:

This letter is to inform you that you may be eligible to file a stockwater claim with the Idaho Department of Water Resources (IDWR) in connection with the Snake River Basin Adjudication (SRBA). IDWR is sending this letter to water users in Basin 65 who might have relied upon the non-irrigation season stockwater provision in the Payette Adjudication. This provision states:

"When stockwater is not a specifically mentioned use for a right that includes irrigation, a reasonable flow is implied and included for the watering of livestock during the non-irrigation season."

In another basin, the Idaho Supreme Court struck down general provisions that contained similar language. The non-irrigation season stockwater language quoted above was not included in the General Provisions for Basin 65 because of the Idaho Supreme Court's ruling.

IDWR recognizes that in reliance on the non-irrigation season stockwater language in the Payette Adjudication, water users might not have filed stockwater claims in the SRBA to cover the non-irrigation season period. Individuals who historically watered livestock during the non-irrigation season without a separate stockwater claim might desire to file a new stockwater claim with IDWR.

To be eligible for a new non-irrigation season stockwater claim:

1. You must have actually and historically watered livestock during the non-irrigation season without a separate stockwater right.
2. You must have filed a surface water irrigation claim in both the Payette Adjudication and the SRBA.
3. You must not have filed a stockwater claim with the surface water irrigation claim.

If you meet these three requirements, you may file a Notice of Claim form for stockwater with IDWR. **To have a timely filing you must file this claim with IDWR by May 25, 2001.** IDWR will waive filing fees for these stockwater claims if filed before this deadline. Failure to file your claim in a timely manner may prevent you from claiming it in the future. Notice of Claim forms are available on IDWR's website at www.idwr.state.id.us/info/water/srba/forms.htm or from any IDWR office. Claimants can call IDWR, Western Region at (208) 334-2190 to make an appointment if they need assistance filling out a Notice of Claim form.

Sincerely,

David R. Tuthill, Jr., P.E.
Adjudication Bureau Chief

03/02/2001

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-22346

NAME AND ADDRESS: PHYLLIS E RICKETTS
HOMER M VIOLETTE
PO BOX 510
FRUITLAND, ID 83619

SOURCE: WASTEWATER TRIBUTARY: FORTY-NINE SLOUGH

QUANTITY: 0.91 CFS

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MEASURED AT THE FIELD HEADGATE.

PRIORITY DATE: 06/01/1936

POINT OF DIVERSION: T08N R05W S13 SENW Within PAYETTE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03-15 11-15	0.91 CFS

PLACE OF USE:

IRRIGATION Within PAYETTE County
T08N R05W S13 SENW 31

31 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: BASIS OF CLAIM - Decreed

USE OF THIS RIGHT IS COMBINED WITH WATER FROM LOWER PAYETTE
DITCH CO.

**T08N R05W
S13**

Idaho Department of Water Resources

Claims: 65-22346

Prepared by:

RON HOWERTON

Date: 2 MAR 01

 **Place of use**

 **POD**

 **SECTION**

 **1/4 1/4**

31.0 Acres



1987 NAPP



**T08N R05W
S13**

Idaho Department of Water Resources

Claims: 65-22346

Prepared by:

RON HOWERTON

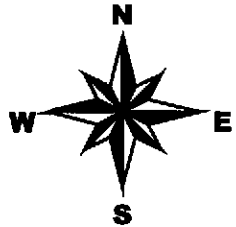
Date: 2 MAR 01

 **Place of use**

 **POD**

 **SECTION**

 **1/4 1/4**



1987 NAPP





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

March 1, 2001

PHYLLIS E RICKETTS
HOMER M VIOLETTE
PO BOX 510
FRUITLAND ID 83619

Re: Original Notice of Claim to a Water Right No. 65-02396

Renumbered Notice of Claim to a Water Right No. 65-22346

Dear Claimants:

We have received and processed a Change of Ownership for a portion of the original Claim to a Water Right Number as referenced above. This Change of Ownership required a split of the original claim resulting in renumbering this claim by adding alpha suffixes to represent each split. The new Notice of Claim to a Water Right number for your portion is referenced above and a copy is enclosed.

Your portion of this claim has a specified point of diversion, nature of use and place of use. If you plan on changing the nature of use, place of use, or point of diversion under this right, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. Please contact this office for further information on the Application for Transfer form. If you do not plan on changing any items on your claim, then no further action is required at this time. You will be notified of any future action taken on this claim. Also enclosed is a copy of the original claim for your reference.

Please feel free to contact this office if you have any questions concerning your claim or this letter.

Sincerely,

Denise Buffington
Office Specialist I
Adjudication Section
Western Region

DB:db

Enclosure

SEE ORIGINAL
CLAIM FILE
DOCUMENTS IN
CLAIM

NO. A65-02396