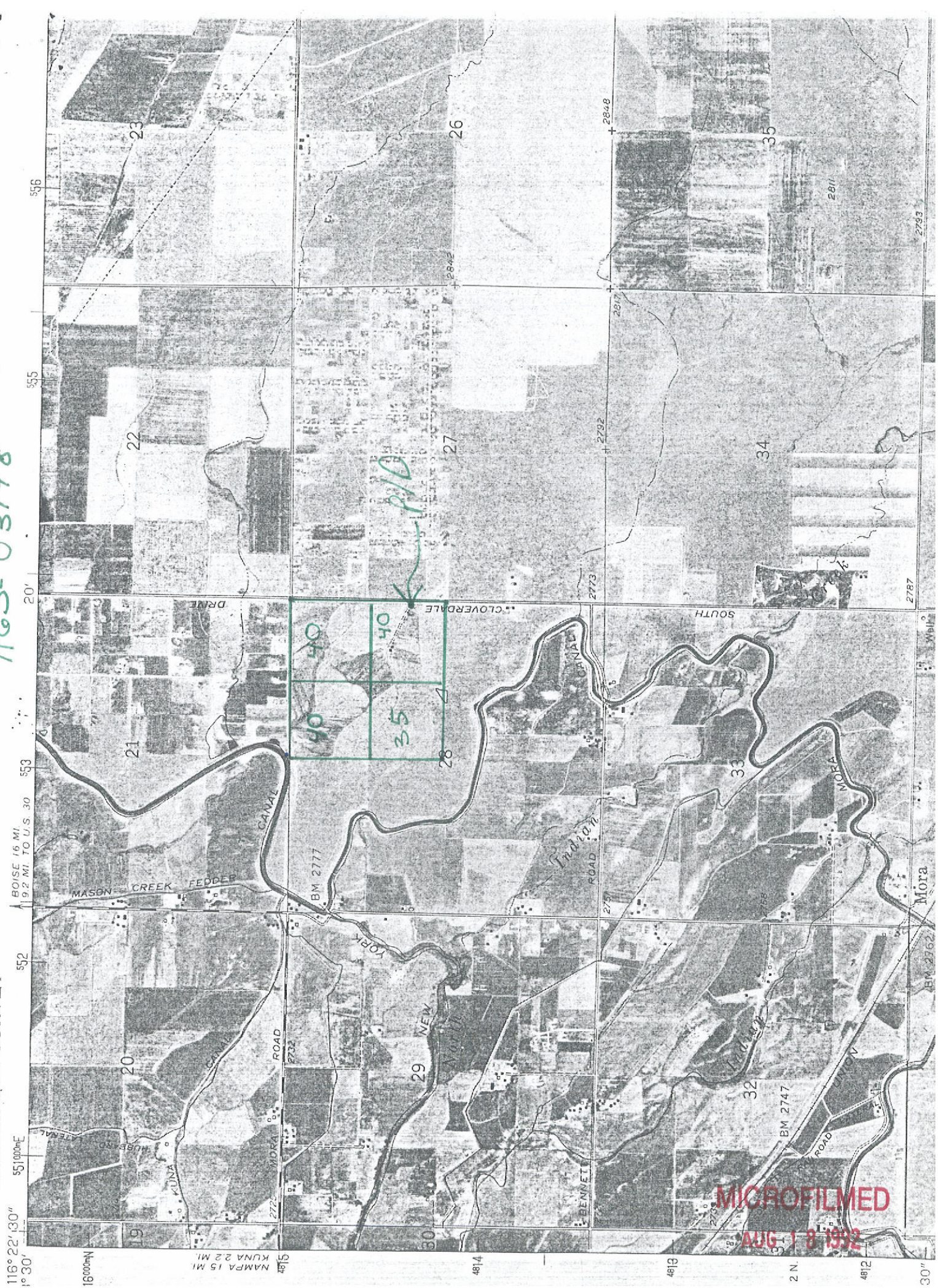


TAN RIF Sec. 28  
AG3-03148



2000 PHOTO  
SHOWS  
RESUMPTION

NWNE  
38.6

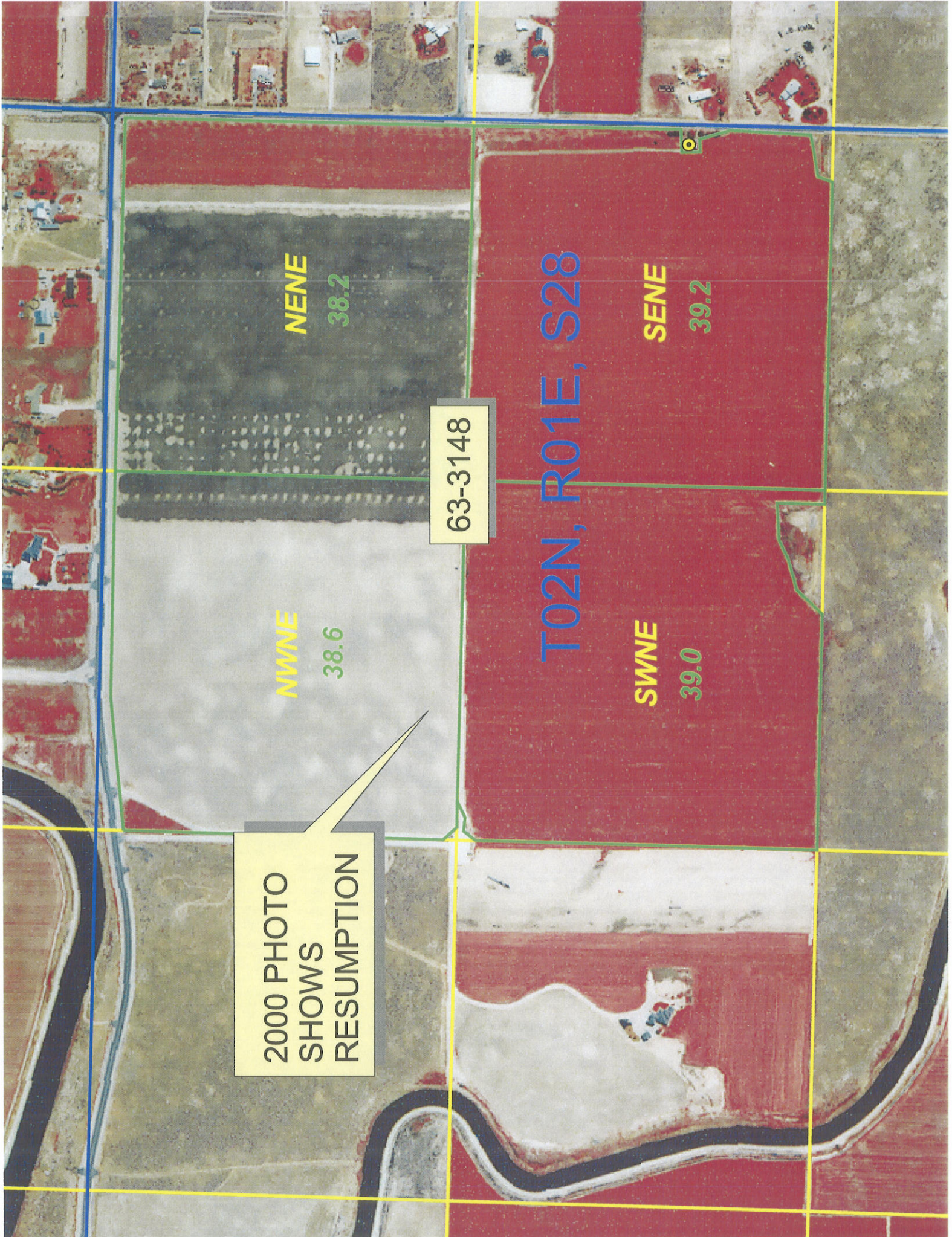
NENE  
38.2

63-3148

T02N, R01E, S28

SWNE  
39.0

SENE  
39.2



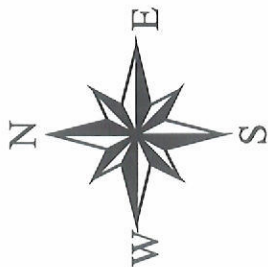
Claims: 63-3148

Date Prepared: 9-30-02

Prepared By: Ron Howerton

# IDAHO DEPARTMENT OF WATER RESOURCES

T02N, R01E  
S28



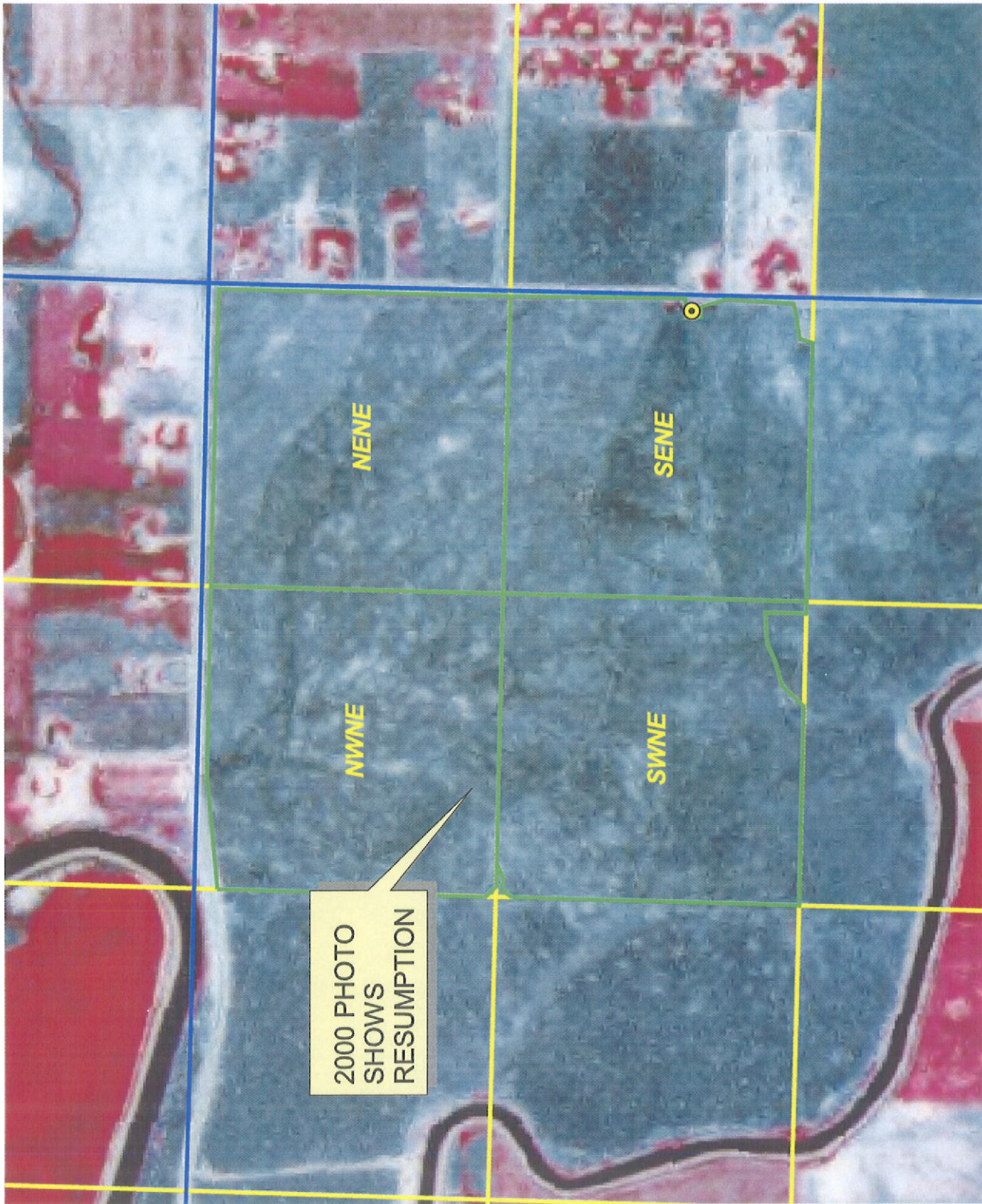
● Point of Diversion



Place of use

Section

Quarter/Quarter

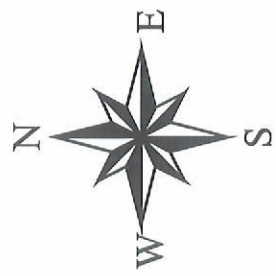


0 0.1 0.2 0.3 0.4 0.5 0.6 0.7 0.8 0.9 1.0 Miles

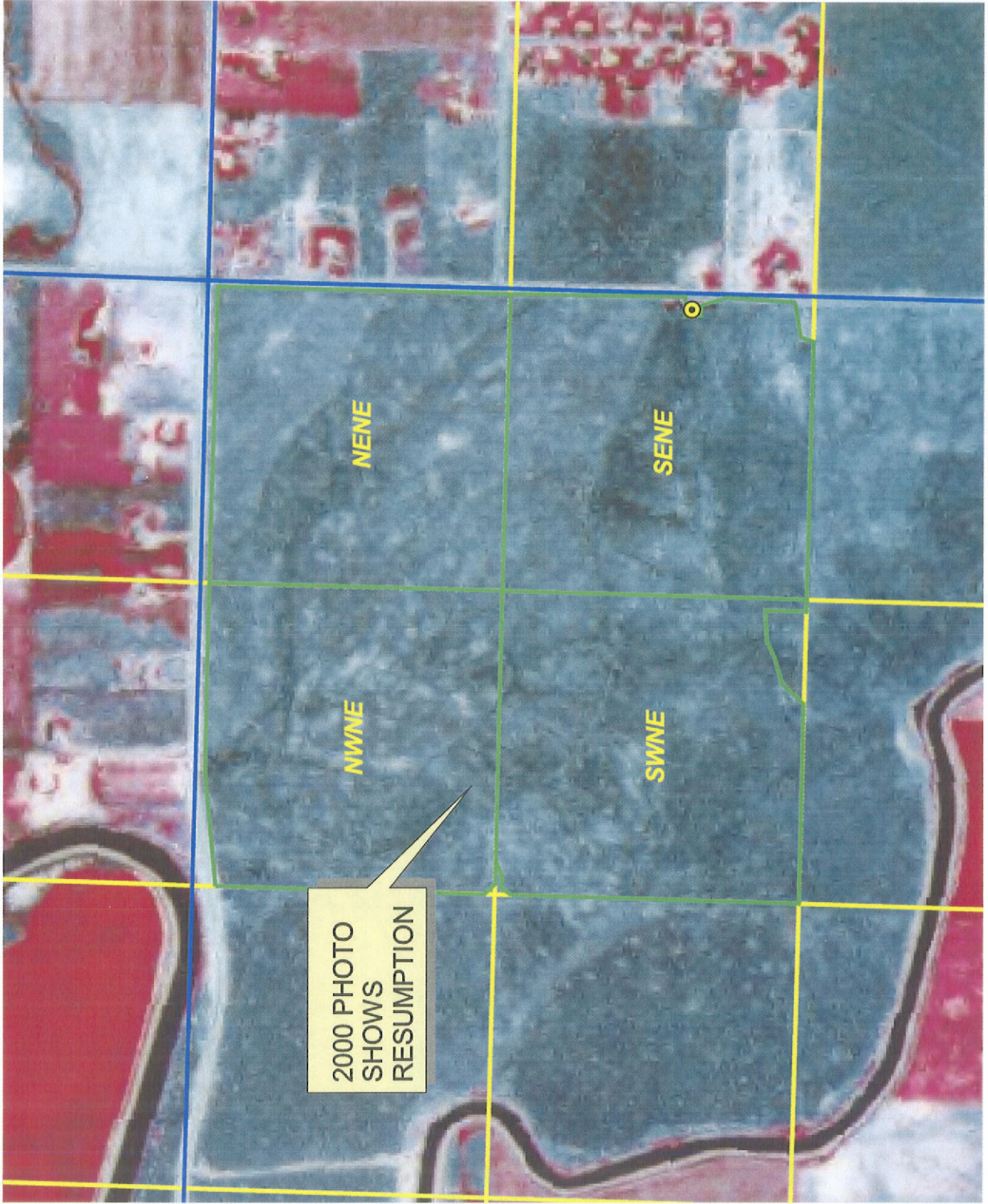
1987 NAPP

# IDAHO DEPARTMENT OF WATER RESOURCES

T02N, R01E  
S28



- Point of Diversion
- Place of use
- Section
- Quarter/Quarter



1987 NAPP





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

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: CLOVERDALE RANCH 208-375-5262  
Address: 2528 N CLOVERDALE  
BOISE ID 83713

2. Date of Priority: JAN 29, 1959

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 02N      | 01E   | 28      |        | SE     | NE  |     | ADA    |

5. Description of diverting works:  
300' DEEP, 75 HP PUMP, OPEN DITCH

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| IRRIGATION | 03/15 | 11/15 | 3.010 |      |        |

7. Total Quantity Appropriated is:  
3.010 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

| Township      | Range | Section | 1/4 of | 1/4 | Lot | Use | Acres |
|---------------|-------|---------|--------|-----|-----|-----|-------|
| 02N           | 01E   | 28      | NE     | NE  |     | IRR | 40.0  |
|               |       |         | NW     | NE  |     | IRR | 40.0  |
|               |       |         | SW     | NE  |     | IRR | 35.0  |
|               |       |         | SE     | NE  |     | IRR | 40.0  |
| Section Acres |       |         |        |     |     |     | 155.0 |
| Total Acres   |       |         |        |     |     |     | 155.0 |

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

NONE

14. Remarks:

OWNERSHIP CHANGED BY RDH ON 8/31/97.

15. Basis of Claim: LICENSE

Water Right Number: 27748

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): \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

State of Idaho )  
County of \_\_\_\_\_ ) SS.

Subscribed and sworn (or affirmed) before me this \_\_\_\_\_ day

of \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Seal

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

AJ5815NP

IDAHO DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM POU REVIEW REPORT

DATE: 08/31/97

OPTION: GET ALL USES

ADJUDICATION CLAIM NUMBER: A63-03148

PAGE: 1

## A. ROOT WATER RIGHT NUMBERS: A63-03148

## B. POU LISTING

| TWP         | RNG | SEC | 1/4 | 1/4 | LOT | NAME               | AJ<br>#/USE/ACRES  | WR<br>#/USE/ACRES | LANDSAT<br>DATA |
|-------------|-----|-----|-----|-----|-----|--------------------|--------------------|-------------------|-----------------|
| 02N         | 01E | 28  | NE  | NE  |     | SELLARS JR, JOHN W | A63-03148 /01/40.0 | 63-03148 /01/40.0 | 9.0             |
| 02N         | 01E | 28  | NW  | NE  |     | SELLARS JR, JOHN W | A63-03148 /01/40.0 | 63-03148 /01/40.0 | 5.0             |
| 02N         | 01E | 28  | SW  | NE  |     | SELLARS JR, JOHN W | A63-03148 /01/35.0 | 63-03148 /01/35.0 | 5.0             |
| 02N         | 01E | 28  | SE  | NE  |     | SELLARS JR, JOHN W | A63-03148 /01/40.0 | 63-03148 /01/40.0 | 5.0             |
| TOTAL ACRES |     |     |     |     |     |                    | 155.00             | 155.00            | 24.00           |

POU COUNTY: ADA

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JUL 14 1997

WATER RESOURCES  
WESTERN REGIONSTATE OF IDAHO  
IDAHO DEPARTMENT OF WATER RESOURCES

## NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.  
Incomplete forms will be returned.

1. Water Right No(s).: 63-3148 (G-27748)  
Adjudication Claim No(s).: \_\_\_\_\_
2. The following REQUIRED information must be submitted with this form:
  - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.  
AND
  - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)  
OR
  - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Gordon Hiatt  
398 Old Quarry Way Boise, ID 83709
4. New Owner/Claimant(s) Cloverdale Ranch  
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or  
New Mailing Address 2528 N. Cloverdale Boise, ID 83713  
City, State and ZIP Code \_\_\_\_\_  
New Telephone Number (208) 375-5262
5. Date you acquired the property 7-7-97
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.  
Number of acres you irrigate \_\_\_\_\_ Number and type of stock \_\_\_\_\_  
Diversion rate in CFS \_\_\_\_\_ Number of homes \_\_\_\_\_ Other uses \_\_\_\_\_  
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s)   
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

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WATER RESOURCES  
WESTERN REGION

WARRANTY DEED

FOR VALUE RECEIVED, GORDON HIATT and DANA HIATT, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto CLOVERDALE RANCH, an Idaho General Partnership consisting of HANSGEORG BORBONUS and TERRY L. COOK, whose current address is c/o Cloverdale Nursery, 2528 N. Cloverdale Road, Boise, Idaho 83704, the Grantees, the following described premises, in Ada County, Idaho, to wit:

The Northeast Quarter of Section 28, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho; EXCEPT the parcels of land deeded to Ada County Highway District by Warranty Deed recorded April 18, 1974 as Instrument No. 882039, Official Records of Ada County, Idaho, together with the water rights evidenced by Idaho State Water License No. G-27748.

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

DATED This 3rd day of July, 1997.

Gordon Hiatt  
GORDON HIATT

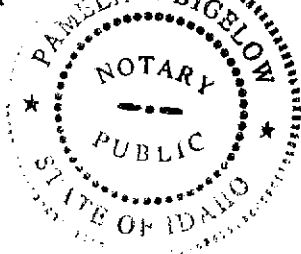
Dana Hiatt  
DANA HIATT

\*\*\*\*\*

STATE OF IDAHO )  
                  : ss.  
County of Ada )

On this 3rd day of July, 1997 before me, the undersigned, a Notary Public in and for said State, personally appeared GORDON HIATT and DANA HIATT, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Pamela J. Bigelow  
Notary Public for Idaho  
1-12-2000

0.110000  
 9.01.7  
 5/12/1991  
 #4123100  
 #3500

Range 1 E

THIS MAP IS FURNISHED AS AN ACCOMMODATION.  
 STRICTLY FOR THE PURPOSES OF GENERALLY  
 INDICATING THE LOCATION OF THE PROPERTY  
 DESCRIBED HEREIN. IT DOES NOT CONSTITUTE  
 A WARRANTY OR GUARANTEE OF ANY KIND. ANY  
 REPRESENTATION OR STATEMENT OF FACT OR  
 OTHER FACTS RELATED TO THE LAND SHOWN  
 THEREON.

#111000

#288192 M. 500  
 BA 396 P. 66 109

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 JUL 14 1997  
 WATER RESOURCES  
 WESTERN REGION

KENNEDY & HARTMAN  
 FLEVIN SLT #24251  
 DESIGNATED HARTMAN FLEVIN  
 DATED 12/12/67

1 113

A

C

1.2

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: **A63-03148**  
Date Received: 7/24/1989  
Receipt No: W003777  
Received By: \_\_\_\_\_

**NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW**

1. Name: JOHN W SELLARS JR 208-362-0349  
Address: 6300 S COLE RD  
BOISE ID 83709  
OR  
Name: GLADYS SELLARS 208-362-0349  
Address: 6300 S COLE RD  
BOISE ID 83709  
OR  
Name: GORDON HIATT 208-376-7945  
Address: 9195 MAPLE HILL DR  
BOISE ID 83709  
OR  
Name: DANA HIATT 208-376-7945  
Address: 9195 MAPLE HILL DR  
BOISE ID 83709

2. Date of Priority: JAN 29, 1959

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 02N      | 01E   | 28      | SE     | NE     |     |     | ADA    |

5. Description of diverting works:  
300' DEEP, 75 HP PUMP, OPEN DITCH

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| IRRIGATION | 03/15 | 11/15 | 3.010 |      |        |

7. Total Quantity Appropriated is:  
3.010 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

| Township | Range | Section | 1/4 | of 1/4 | Lot | Use           | Acres |
|----------|-------|---------|-----|--------|-----|---------------|-------|
| 02N      | 01E   | 28      | NE  | NE     |     | IRR           | 40.0  |
|          |       |         | NW  | NE     |     | IRR           | 40.0  |
|          |       |         | SW  | NE     |     | IRR           | 35.0  |
|          |       |         | SE  | NE     |     | IRR           | 40.0  |
|          |       |         |     |        |     | Section Acres | 155.0 |
|          |       |         |     |        |     | Total Acres   | 155.0 |

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:  
NONE

14. Remarks:

GORDON AND DANA HIATT WERE ADDED AS CURRENT OWNERS PER CONTRACT OF SALE BETWEEN SELLARS AND HIATTS DATED 4-15-1992. HIATTS DO NOT ACQUIRE OWNERSHIP OF WATER RIGHT UNTIL THE LAND IS PAID FOR. SEE CONTRACT OF SALE ITEMS 9 AND 10. CLF 6-21-95

15. Basis of Claim: LICENSE

Water Right Number: 27748

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): \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

State of Idaho )  
County of \_\_\_\_\_ ) SS.

Subscribed and sworn (or affirmed) before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Seal

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

CLAIMANT'S NAME: SellarsDATE: 6-21-95COUNTY: Ada

EMPLOYEE: Carter Fritschle

Gordon and Dana Hiatt were added as current owners of this water right. John and Gladys Sellars have to be retained as current owners also because the terms of the contract of sale specifically state that the Sellars retain ownership of the water right until the land is paid for. (Note: when  $\frac{1}{2}$  of the principal is paid, the  $\frac{3}{4}$  of the NE  $\frac{1}{4}$  along with the water right for such is conveyed to the Hiatts) See items 9 and 10 of Contract of Sale (page 4).

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JUN 27 1995

WATER RESOURCES  
WESTERN REGION

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JUN 27 1995

WATER RESOURCES  
WESTERN REGIONCONTRACT OF SALE

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of April, 1992, by and between JOHN W. SELLARS, JR. and GLADYS M. SELLARS, husband and wife, whose address is 6300 South Cole Road, Boise, Idaho 83709, the Party of the First Part, hereinafter called the Seller, and GORDON HIATT and DANA HIATT, husband and wife, whose address is 398 Old Quarry Way, Boise, Idaho, Party of the Second Part, hereinafter called the Buyer:

## W I T N E S S E T H :

The Seller, in consideration of the covenants and agreements on the part of the Buyer hereinafter contained, agree to sell and convey to the Buyer and the Buyer agrees to buy and pay for the following described real property:

NE $\frac{1}{4}$  of Sec. 28 T2N, R1E B.M. Ada County, Idaho; EXCEPT the parcels of land deeded to Ada County Highway District by Warranty Deed recorded April 18, 1974 as Instrument No. 882039, Official Records of Ada County, Idaho together with one peerless pump #191686 (10 inch discharge), one 75 H.P. G.E. electric motor #WTJ916126 and one electric panel and the water license appurtenant to the real property, to wit: Idaho Water License #G-27748.

IT IS FURTHER AGREED between the Parties hereto as follows, to-wit:

1. PURCHASE PRICE. The total purchase price of said real and personal property is Three Hundred Fourteen Thousand Dollars (\$314,000.00), which the Buyer agrees to pay as follows:

a. Five Thousand Dollars (\$5,000.00) paid prior to the signing of this agreement, the receipt of which is hereby acknowledged; and

b. Five Thousand Dollars (\$5,000.00) down payment upon the signing of this Contract, the receipt of which is hereby acknowledged; and

c. Ten Thousand Dollars (\$10,000.00) principal plus interest accrued thereon from the date hereof at the rate of eight percent (8%) per annum six (6) months from the date of this agreement; and

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SEP 28 1993

d. Ten Thousand Dollars (\$10,000.00) principal plus interest accrued thereon from the date hereof at the rate of eight percent (8%) per annum one (1) year from the date of this agreement.

e. The balance of Two Hundred Eighty-four Thousand Dollars (\$284,000.00), together with interest from the date hereof at the rate of eight percent (8%) per annum, is payable at the rate of Two Thousand One Hundred Ninety-two Dollars (\$2,192.00) per month commencing one (1) month from the date of this agreement and a like sum on the same day of each and every month thereafter until the full amount of all principal and interest has been paid.

All payments above shall be applied against the interest due and the balance upon principal, leaving a new principal balance after each payment. The Buyer is given the privilege of pre-paying any amounts or paying off the principal balance at any time.

2. TAXES. All real property taxes, assessments, levies and charges to which the property is, has been, or will be subject shall be prorated (based upon the 1991 taxes levied) between the Seller and Buyer as of the date hereof. Seller shall be responsible for and agrees to pay for such charges prior thereto, and Buyer shall be responsible for and agrees to pay for all such charges subsequent. All tax receipts are to be deposited with the escrow holder when paid. Seller reserves the right to pay any taxes in the event Buyer fails to do so, in which event if Buyer does not in turn reimburse Seller through the escrow account within 30 days of notice to such effect, this contract shall be in default.

3. TITLE INSURANCE. The Seller agrees to furnish to the Buyer a Title Insurance policy in the amount Three Hundred Fourteen Thousand Dollars (\$314,000.00) of which shall be deposited in escrow as hereinafter provided, and the Buyer shall have thirty (30) days from the delivery of a copy of said policy within which to have the same examined and to call to the attention of the Seller in writing any defects therein. Buyer's failure to call such defects to Seller's attention shall be conclusive proof that Buyer has accepted the title to said property. In case of any defects found by Buyer, the Seller shall have a reasonable time in which to correct the same. The expense of title insurance shall be borne by the Seller.

4. RECORDING AND LIENS. The Seller and Buyer agree that the Buyer may not, prior to full compliance with all terms hereof, record any documents which will disclose or infer any interest in the premises in Buyer. The Buyer and Seller further agree that they will not do anything to encumber the title to said property and that they will not allow any liens to be filed against said

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property, and particularly liens for materials furnished and labor performed in making improvements thereon.

5. POSSESSION. It is understood and agreed that Buyer is to have possession on the date of this agreement, and Buyer is entitled to remain in possession thereof so long as there is no default of any of the terms and conditions of this contract. In case of a default of this contract occurring and a forfeiture being declared as hereinafter provided, then Buyer agrees to immediately surrender possession of said premises to Seller in as good condition as the same was received, depreciation for reasonable use and occupancy excepted. The Buyer agrees not to commit waste or destruction of said premises, nor shall Buyer allow anyone else to commit waste or destruction of said premises. Buyer agrees to keep improvements on said premises in good repair during the term of this contract. The Buyer further agrees not to use said premises nor allow the same to be used for any unlawful purposes.

6. INSPECTION. The Buyer agrees that the Seller or Seller's agent shall have the right to go upon the premises at reasonable intervals for the purpose of inspecting the same.

7. ESCROW AND DEEDS. Concurrent herewith the Seller shall execute a good and sufficient Warranty Deed and Bills of Sale, and the Buyer shall execute a Bargain and Sale Deed to Seller in case of default, as hereinafter provided. The said Deeds and Bills of Sale, together with the original of this contract and the original Title Insurance Policy shall be placed in escrow with Stewart Title Company, to act as such escrow holder under the terms and conditions of this contract. The Seller authorizes the said escrow holder to receive the payments due as set forth in this agreement and to credit the same upon this contract, including upon full payment of the purchase price, Seller authorizes said escrow holder to deliver to Buyer said Warranty Deed, Bills of Sale and Bargain and Sale Deed and such other papers as may herewith or hereinafter be deposited with the escrow holder. Should default of this contract occur or a forfeiture become effective, not cured within the time herein provided after notice of default, the escrow holder is authorized to deliver said Bargain and Sale Deed to Seller to be recorded, in order that any interest Buyer may have had in the subject property may be cleared of record. The recording of such Bargain and Sale Deed from Buyer to Seller shall be conclusive proof against the Buyer, and against Buyer's heirs, personal representatives, successors, and assigns, that Buyer has defaulted in performance of this contract and that all procedures set forth herein for sending of notice of default, rescission of this contract, and termination of Buyer's rights to continue the purchase and to continue in possession of the property, have been fully and completely complied with by Seller, it being recognized and agreed that if Buyer claims any defect in such notice of default or procedures, or if Buyer claims any equitable interest in the subject property Buyer shall and must commence legal action to

assert such claims, if any, prior to the expiration of the time herein provided for correcting defaults and delivery of said Bargain and Sale Deed by the escrow holder after notice of default is given as herein provided, and unless such action is commenced within such period of time, all such claims are waived by Buyer.

8. PARTIAL RELEASE OF PROPERTY. When the principal balance owing upon this contract has been reduced to One Hundred Fifty-seven Thousand Dollars (\$157,000.00) or less the Buyer may obtain a release of the west one-half ( $\frac{1}{2}$ ) of said property containing 78.5 acres more or less. To accomplish the same, a Warranty Deed to said west one-half ( $\frac{1}{2}$ ) of the property shall be deposited in escrow together with the documents described in paragraph 7 above and the escrow holder shall hold said partial Warranty Deed in escrow together with all other documents described in paragraph 7 and handle said partial Warranty Deed as described in paragraph 7 except that the escrow holder is authorized and directed to release the Warranty Deed to the west one-half ( $\frac{1}{2}$ ) of the real property to the Buyer when the principal balance due upon this contract is reduced to a balance of One Hundred Fifty-seven Thousand Dollars (\$157,000.00) or less.

9. WATER RIGHTS. The water rights evidenced by Idaho State Water License No. G-27748 appurtenant to the property sold herein are included with the purchase price. Said water rights and said water license shall be transferred only upon the full payment of all principal and interest owing on this contract except as provided in paragraph 10 below. While this contract is in effect and while the same is not in default, the water rights and water license appurtenant to the real property may be used by the Buyer.

It is specifically understood and agreed by and between the parties hereto that the water rights to said real property have not been exercised in a number of years. It is understood and agreed that the water rights to said real property will expire unless the water rights to said property are exercised. The Buyer assumes the responsibility and specifically agrees to investigate the requirements which must be met to maintain the water license and agrees to meet said requirements and apply said water to a beneficial use within the time required to preserve said water rights and said water license.

10. PARTIAL RELEASE OF WATER RIGHTS. It is specifically understood and agreed that upon partial release as described in paragraph 8 above, the Buyer shall obtain the water rights to said west one-half ( $\frac{1}{2}$ ) of the property. To accomplish the same an Assignment of one-half ( $\frac{1}{2}$ ) of the water rights and one-half ( $\frac{1}{2}$ ) of the rights evidenced by State Water License #G-27748 shall be deposited in escrow, together with the documents described in paragraph 7 above, and the escrow holder shall hold said partial Assignment of Water Rights in escrow, together with all of the documents described in paragraph 7 and handle said partial

SEP 28 1993

Assignment of Water Rights as described in paragraph 7, except that the escrow holder is authorized and directed to release the partial water rights to the west one-half ( $\frac{1}{2}$ ) of the real property to the Buyer when the principal balance due upon this contract is reduced to a balance of One Hundred Fifty-seven Thousand Dollars (\$157,000.00) or less. Provided, however, that upon release of the water rights to said west one-half ( $\frac{1}{2}$ ) of the property as allowed by paragraph 8 above, the Buyer and their successors and assigns shall be responsible for a pro rata share of the cost of maintaining, repairing and operating the well, pump and electric panel located at the point of diversion based on the pro rata share of water actually used. If the Buyer and their successors and assigns use one hundred percent (100%) of the water drawn from said well, then the Buyer and their successors and assigns shall be responsible for one hundred percent (100%) of said expenses. It is further agreed that the requirements of this paragraph 10 shall continue permanently and shall continue even after a default occurs on dry portion of the purchase price remaining on the east one-half ( $\frac{1}{2}$ ) of said property.

11. WELL AND PERSONAL PROPERTY. It is understood and agreed that there exists a well upon the property. To operate said well there exists a peerless pump #191686 and a 75 H.P. G.E. electric motor #WTJ916126 and an electric panel. It is understood and agreed that said well has not been used for approximately eight (8) years and that no warranty, express or implied) is made regarding the well, the pump, the electric motor or the electric panel. The Buyer accepts the same as is.

The Buyer agrees to execute a Security Agreement and UCC 1 form which will cover the pump, electric motor and electric panel providing a security interest in said personal property to the Seller.

12. TIME FOR PAYMENT. Time and prompt performance of each and every obligation of the Buyer is agreed to be of the essence of this contract, and should the Buyer fail or neglect to make any payment of principal, taxes, interest and assessments or insurance premium when due and before the same become delinquent or fail or neglect to carry out any of the other terms and conditions of this contract to be performed by them in this contract, then this contract shall be in default; and upon a default occurring, the Seller or Seller's authorized agent may cause to be prepared a written Notice of such default in duplicate, addressed to Buyer, calling Buyer's attention to the matters then in default or on account of which a breach is claimed. Said Notice shall be delivered to the escrow holder, who will then mail one copy thereof by certified mail to the Buyer at the address last provided by the Buyer to the escrow holder. The Buyer shall have forty five (45) days from the mailing of said Notice within which to make good any matters in default or in which a breach is claimed, or to disprove the same as set forth above. The cost of preparing any such Notice

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shall be added to the unpaid balance then on the contract and become payable with the next monthly installment and be in addition to said amount.

13. FORFEITURE. In the event that Buyer fails or neglects to make good any matters which are in default within the time hereinbefore provided, then the Seller may without further notice declare this contract forfeited; and upon a forfeiture being declared, Seller shall have the right to immediate possession of said real property, and Buyer agrees to immediately surrender possession of the said real property to Seller in as good condition as the same was received, depreciation from reasonable use and occupancy excepted. Further, all money theretofore paid by Buyer to Seller may be kept and retained by Seller to apply to damages for the breach of this agreement or for the value of the use and occupancy of the premises prior to breach. But no provision contained in this contract shall be construed as an election of any remedy which the Seller might have for a breach hereof.

14. ACCEPTANCE OF TERMS AND PROVISIONS. In reaching agreement as to the foregoing provisions for notice of default, rescission by Seller, repossession of the premises, and liquidated damages, the parties acknowledge that they are now and have been in relatively equal bargaining positions, and have expressly considered the relative advantages and disadvantages of such provisions to each party as compared with procedures for foreclosure under a mortgage or deed of trust in event of default by Buyer, and that the parties have nevertheless agreed to be bound by the provisions set forth in this contract. The parties further agree that in event of default by Buyer, it would be difficult to ascertain the exact money damages suffered by Seller, and that the provisions for liquidated damages above set forth have been agreed upon as bearing a reasonable relationship to Seller's damages, and in the opinion of the parties such liquidated damages would not constitute a penalty or inequitable forfeiture upon Buyer in event of a default by Buyer which is not corrected within the time provided.

15. INSTALLMENT ACCEPTANCE. It is further expressly understood and agreed that acceptance by Seller of any installment of the principal or interest or of repayment of any taxes or insurance premium after the same may have been past due or after Buyer may have defaulted under this contract in any particular whatever, or any forbearance of any kind that may be granted or allowed by Seller to Buyer under this contract shall not in any manner or in any wise be deemed or construed or considered as waiving or surrendering of any of the terms, conditions or covenants of this agreement or of any subsequent default that may be made by Buyer.

16. LITIGATION. In the event that any party to this agreement is required to initiate litigation in order to enforce

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SEP 28 1993

the terms hereof, the prevailing party in any such litigation shall be entitled to a reasonable attorney's fees for the prosecution or defense of said action in addition to any other award or relief of any kind, either legal or equitable, which may be granted.

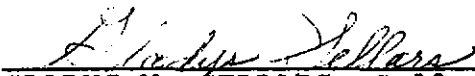
17. SUCCESSORS. This agreement shall be binding upon the heirs, administrators, executors, successors or assigns of the respective parties hereto.

18. WARRANTIES AND LIMITATIONS. Buyer represents that he has thoroughly inspected the premises and all parts thereof and accepts the same as they presently exist and there are no warranties express or implied except as otherwise specified herein. Seller does, however, warrant that the current use of the premises is lawful under current zoning ordinances; provided however, that this warranty shall not extend to changes of use of the premises by the Buyer.

19. ATTORNEY REPRESENTATION. Each of the parties hereto have had the opportunity to have counsel represent them in this matter and the preparers of this document, Risch, Goss, Insinger & Salladay, Attorneys at Law, represent the Seller herein only and have made no representations and in no way have acted on behalf of the Buyer.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands, the day and year first above-written; the original of this contract acknowledged by the Seller to be placed with the escrow holder and Seller and Buyer each to have a copy.

  
JOHN W. SELLARS, JR., Seller

  
GLADYS M. SELLARS, Seller

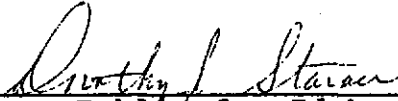
  
GORDON HIATT, Buyer

  
DANA HIATT, Buyer

STATE OF IDAHO           )  
                                  :ss.  
County of Ada            )

On this 15<sup>th</sup> day of April, 1992, before me, the undersigned a Notary Public in and for the State of Idaho, personally appeared JOHN W. SELLARS, JR. and GLADYS M. SELLARS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

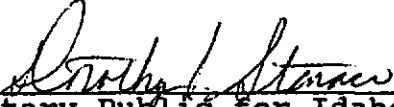
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: 1-27-97

STATE OF IDAHO           )  
                                  :ss.  
County of Ada            )

On this 15<sup>th</sup> day of April, 1992, before me, the undersigned a Notary Public in and for the State of Idaho, personally appeared GORDON HIATT and DANA HIATT, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: 1-27-97

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SEP 28 1993

Car. Jan

WARRANTY DEED

For Value Received, JOHN W. SELLARS, JR. and GLADYS M. SELLARS, the Grantors, do hereby grant, bargain, sell and convey unto GORDON HIATT and DANA HIATT, the Grantees, whose address is 398 Old Quarry Way Boise, Idaho 83709, the following premises, to-wit:

NE $\frac{1}{4}$  of Sec. 28 T2N, R1E B.M. Ada County, Idaho; EXCEPT the parcels of land deeded to Ada County Highway District by Warranty Deed recorded April 18, 1974 as Instrument No. 882039, Official Records of Ada County, Idaho.

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 said Grantees that they are the owners in fee simple of said premises; that said premises are free from all incumbrance except those existing now on the property and those of record; and, that they will warrant and defend the same from all lawful claims whatsoever.

DATED This 15<sup>th</sup> day of April, 1992.

John W. Sellars Jr.  
JOHN W. SELLARS, JR.

Gladys M. Sellars  
GLADYS M. SELLARS

STATE OF IDAHO           )  
                                  : ss.  
County of Ada           )

On this 15<sup>th</sup> day of April, 1992, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared JOHN W. SELLARS and GLADYS M. SELLARS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Dorothy A. Starnes  
Notary Public for Idaho  
Residing at Boise, Idaho

RECORDED

SEP 28 1993

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, JOHN W. SELLARS, JR. and GLADYS M. SELLARS, Sellers, for valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, sell, transfer and deliver unto GORDON HIATT and DANA HIATT, Buyers, personal property to wit:

one (1) peerless pump #191686 (10 inch discharge); one (1) 75 H.P. G.E. electric motor #WTJ916126; and one (1) electric panel

TO HAVE AND TO HOLD all and singular the goods and chattels to them and their executors, administrators and assigns to, their own use and behalf forever.

AND WE HEREBY COVENANT with the Buyers that the Sellers are the lawful owners of said property, and that Sellers have good right to sell the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Sellers have executed this Bill of Sale this 15<sup>th</sup> day of APRIL, 1992.

John W. Sellars Jr.  
JOHN W. SELLARS, JR., Seller

Gladys M. Sellars  
GLADYS M. SELLARS, Seller

STATE OF IDAHO            )  
                                  : ss.  
County of Ada            )

On this 15<sup>th</sup> day of April, 1992, before me, the undersigned a Notary Public in and for the State of Idaho, personally appeared JOHN W. SELLARS, JR. and GLADYS M. SELLARS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Dorothy J. Starmer  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires 1-27-97

SEP 28 1993

*as dr*

ASSIGNMENT OF WATER RIGHTS

For value received, the receipt of which is hereby acknowledged, JOHN W. SELLARS, JR. and GLADYS M. SELLARS, Assignors do hereby sell, assign and convey all the water rights to the NE $\frac{1}{4}$  of Sec. 28 T2N, R1E, B.M., Ada County, Idaho; EXCEPT the parcels of land deeded to Ada County Highway District by Warranty Deed recorded April 18, 1974 as Instrument No. 882039, Official Records of Ada County, Idaho, together with Idaho Water License No. G-27748 to GORDON HIATT and DANA HIATT, Assignees.

DATED This 15<sup>th</sup> day of April, 1992.

John W. Sellars Jr.  
JOHN W. SELLARS, JR., Assignor

Gladys M. Sellars  
GLADYS M. SELLARS, Assignor

NOT RECORDED

SEP 28 1993

PARTIAL ASSIGNMENT OF WATER RIGHTS

For value received, the receipt of which is hereby acknowledged, JOHN W. SELLARS, JR. and GLADYS M. SELLARS, Assignors do hereby sell, assign and convey all the water rights to the west one-half (1/2) of NE1/4 of Sec. 28 T2N, R1E, B.M., Ada County, Idaho, and one-half (1/2) of the water rights evidenced by Idaho State Water License #G-27748 for the west one-half (1/2) of said real property to GORDON HIATT and DANA HIATT, assignees. Provided however that the assignees and their successors and assigns shall be responsible for a pro rata share of the cost of maintaining, repairing and operating the well, pump and electric panel located at the point of diversion based on the pro rata share of water actually used. If the Assigner and their successors and assigns use one hundred percent (100%) of the water drawn from said well, then the Assigners and their successors and assigns shall be responsible for one hundred percent (100%) of said expenses.

DATED This 15<sup>th</sup> day of April, 1992

John W. Sellars Jr.  
JOHN W. SELLARS, JR., Assignor

Gladys M. Sellars  
GLADYS M. SELLARS, Assignor

RECORDED

SEP 28 1993

WARRANTY DEED

*W. S. 318.*  
For Value Received, JOHN W. SELLARS, JR. and GLADYS M. SELLARS, the Grantors, do hereby grant, bargain, sell and convey unto GORDON HIATT and DANA HIATT, the Grantees, whose address is 398 Old Quarry Way Boise, Idaho 83709, the following premises, to-wit:

*W. S. 318.*  
WEST ONE-HALF (½) NE¼ of Sec. 28 T2N, R1E B.M. Ada County, Idaho; EXCEPT the parcels of land deeded to Ada County Highway District by Warranty Deed recorded April 18, 1974 as Instrument No. 882039, Official Records of Ada County, Idaho.

AND ONE-HALF OF THE WATER RIGHTS EVIDENCED BY IDAHO STATE WATER LICENSE #G-27748 FOR THE WEST ONE-HALF OF SAID REAL PROPERTY.

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 said Grantees that they are the owners in fee simple of said premises; that said premises are free from all incumbrance except those existing now on the property and those of record; and, that they will warrant and defend the same from all lawful claims whatsoever.

DATED This 15<sup>th</sup> day of April, 1992.

*John W. Sellars, Jr.*  
JOHN W. SELLARS, JR.

*Gladys M. Sellars*  
GLADYS M. SELLARS

STATE OF IDAHO           )  
                                  : ss.  
County of Ada           )

On this 15<sup>th</sup> day of April, 1992, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared JOHN W. SELLARS and GLADYS M. SELLARS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

*Dorothy J. Horace*  
Notary Public for Idaho  
Residing at Boise, Idaho  
*Commission expires 1-27-97*

SEP 28 1993

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: A63-03148  
Date Received: 7/24/1989  
Receipt No: W003777  
Received By:         

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: JOHN W. SELLARS, JR. 208-362-0349  
Address: 6300 S. COLE RD.  
BOISE, ID 83709

OR  
Name: GLADYS SELLARS 208-362-0349  
Address: 6300 S. COLE RD.  
BOISE, ID 83709

2. Date of Priority: JAN 29, 1959

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 02N      | 01E   | 28      | SE     | NE     |     |     | ADA    |

5. Description of diverting works:  
300' DEEP, 75 HP PUMP, OPEN DITCH

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| IRRIGATION | 03/15 | 11/15 | 3.010 |      |        |

7. Total Quantity Appropriated is:  
3.010 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

| Township      | Range | Section | 1/4 | of | 1/4 | Lot | Use | Acres |
|---------------|-------|---------|-----|----|-----|-----|-----|-------|
| 02N           | 01E   | 28      | NE  |    | NE  |     | IRR | 40.0  |
|               |       |         | NW  |    | NE  |     | IRR | 40.0  |
|               |       |         | SW  |    | NE  |     | IRR | 35.0  |
|               |       |         | SE  |    | NE  |     | IRR | 40.0  |
| Section Acres |       |         |     |    |     |     |     | 155.0 |
| Total Acres   |       |         |     |    |     |     |     | 155.0 |

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:  
NONE

14. Remarks:

15. Basis of Claim: LICENSE  
Water Right Number: 27748

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:   1  

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): John W. Sellers Jr. Date: 7-24-89  
Date:                     

State of Idaho )  
County of Ada ) SS.

Subscribed and sworn (or affirmed) before me this 24 day  
of July 19 89  
Seal

Linda Werner  
Notary Public

Residing at Linda A. Werner  
Residing at Boise, Idaho  
My Commission Expires December 8, 1994

T2N RIF Sec. 28  
AG3-03148

BOISE 16 MI.  
9.2 MI. TO U.S. 30

551090mF

525

BOISE 16 MI.

1

0

18150001

5197  
NAMPA 15 MI.  
KUNA 2.2 MI.

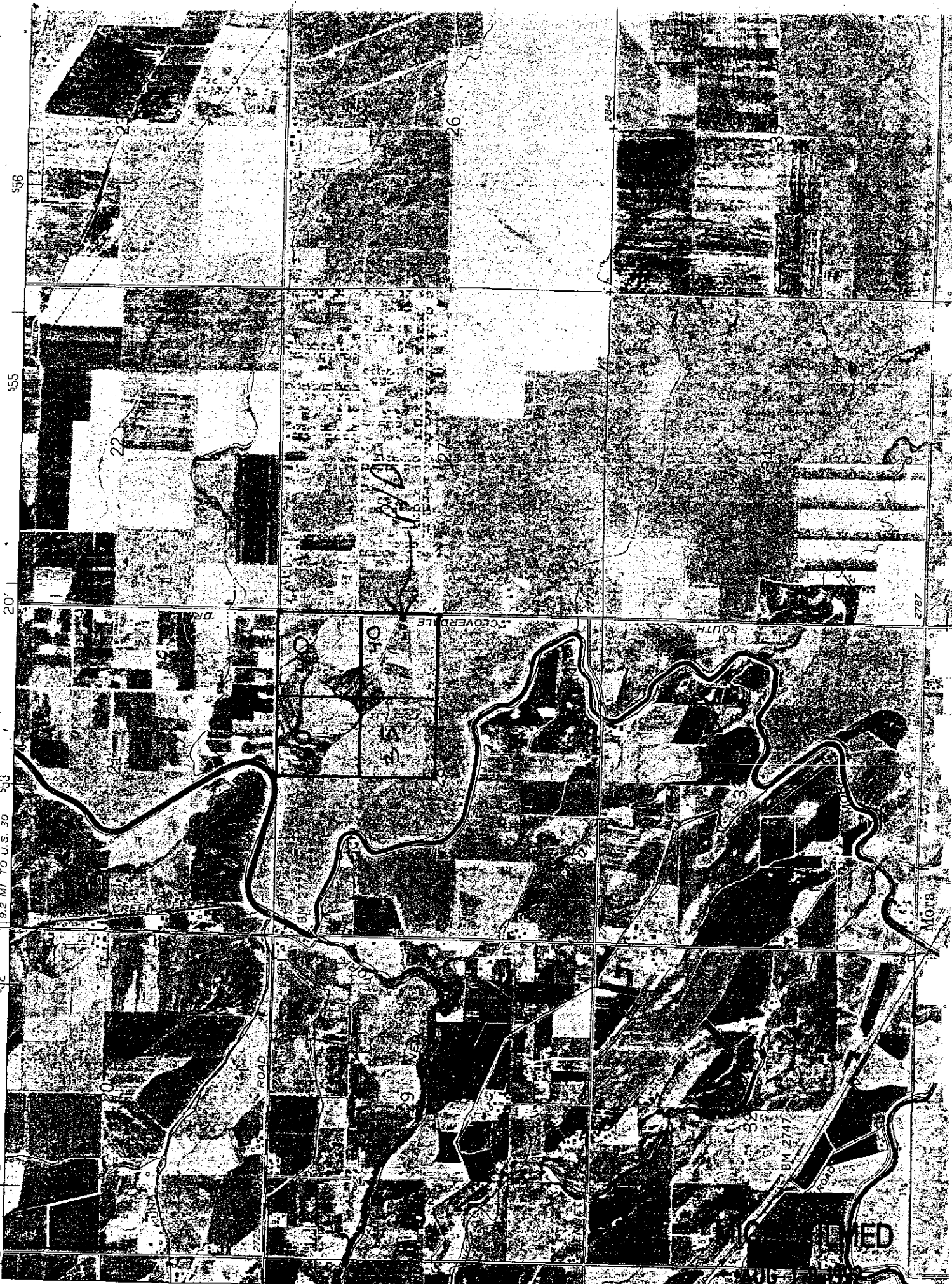
4874

1912

22  
2

4812

30



05/31/2005

NOTICE OF ERROR

REPLY

RECEIVED

JUL 15 2005

WATER RESOURCES  
WESTERN REGION

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: July 15, 2005

Water right number: 63-3148

CLOVERDALE RANCH

2528 N CLOVERDALE

BOISE ID 83713

Telephone Number: (208)375-5262

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 7-13-05 SIGNATURE: Terry Cook

Please print your name: TERRY COOK

IDWR Regional Office, 2735 Airport Wy, Boise, ID 83705, 2083342190

10/15/2002

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

RIGHT NUMBER: 63-3148

NAME AND ADDRESS: CLOVERDALE RANCH  
2528 N CLOVERDALE  
BOISE ID 83713

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 3.010 CFS  
697.500 AFY

PRIORITY DATE: 01/29/1959

POINT OF DIVERSION:

T02N R01E S28 SENE Within ADA County

PURPOSE AND  
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

3.010 CFS  
697.50 AFY

PLACE OF USE: IRRIGATION Within ADA County

T02N R01E S28 NENE 38.2

T02N R01E S28 NWNE 38.6

T02N R01E S28 SWNE 39.0

T02N R01E S28 SENE 39.2

155 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: License

IN OFFICE

**STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
ADJUDICATION FIELD REPORT**

**Prior to Field Exam**

- ☒ Copy of Claim, claim has been signed, sealed, and dated by notary?
- ☒ Check fees paid
- ☐ Well logs (if needed)
- ☒ Copy of topo or NAPP
- ☒ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information
- ☒ Check POD & POU overlap, see below – include overlapping right for exam
- ☐ Evidence of Priority – if none, talk with claimant

**CLAIMANT INFORMATION – verify contact information is complete**Claim No(s) 63-3148

Owner: \_\_\_\_\_ Phone No. \_\_\_\_\_

Current Address: \_\_\_\_\_

- ☒ No change NAME IS THE SAME
- ☐ NEW OWNER \_\_\_\_\_
- ☐ No change Address
- ☐ NEW ADDRESS \_\_\_\_\_
- ☐ How long owned property? \_\_\_\_\_

Accompanied by: \_\_\_\_\_

**PRIORITY DATE**

- ☒ No change – Complete evidence submitted or not necessary
- ☐ Incomplete – Claimant should be asked when water was first used and submit proof of date.
- ☐ Priority date is acceptable/within mandatory filing dates?

Priority date, per claimant, is: \_\_\_\_\_

(If priority date, based on your exam, seems questionable, explain below.)

\_\_\_\_\_

\_\_\_\_\_

Source: \_\_\_\_\_ Tributary to \_\_\_\_\_

- ☒ No Change – SAME SOURCE
- ☐ Source found is different than claimed: \_\_\_\_\_

**POINT OF DIVERSION**

- ☒ No change
- ☐ POD found is different than claimed: \_\_\_\_\_
- ☐ If different, when did POD change? \_\_\_\_\_

**DIVERSION AND DELIVERY SYSTEM**

Points of Diversion:

| ID # | Govt Lot # | 1/4 | 1/4 | 1/4 | Sec. | Twp. | Rge. | County | Method of Determination/Remarks<br>GPS ID |
|------|------------|-----|-----|-----|------|------|------|--------|-------------------------------------------|
|      |            |     |     |     |      |      |      |        |                                           |
|      |            |     |     |     |      |      |      |        |                                           |
|      |            |     |     |     |      |      |      |        |                                           |
|      |            |     |     |     |      |      |      |        |                                           |

Description of diverting works

SAME AS CLAIM**OVERLAP REVIEW**Other water rights with the same point of diversion: NONE

Does overlap add acres or uses to existing system, increase rate of flow or volume, or other? Explain:

**WATER USES**☐ No change☐ Different UsesSOWAMBIGUOUS LICENSE DID NOT  
SPECIFY SOW OR VOLUME  
(STANDARDS APPLIED)Use \_\_\_\_\_ From 03/01 To 11/15 Amount \_\_\_\_\_ CFS \_\_\_\_\_ AFA

Use \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_ Amount \_\_\_\_\_ CFS \_\_\_\_\_ AFA

Use \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_ Amount \_\_\_\_\_ CFS \_\_\_\_\_ AFA

**TOTAL VOLUME - Groundwater only**☒ Incomplete on claim, the total is, Amount \_\_\_\_\_ CFS 697.5 AFA☐ Changes found, the new total is, Amount \_\_\_\_\_ CFS \_\_\_\_\_ AFA☐ More than 1" per Acre? Yes \_\_\_\_\_ (claimant must complete excess flow sheet)**NON-IRRIGATION USES:**☒ No change☐ Changes Exam found: Domestic # of homes \_\_\_\_\_ Stock # \_\_\_\_\_

Types \_\_\_\_\_ Additional comments: \_\_\_\_\_

**PLACE OF USE:**☒ No Change☐ Changes shown below:

| Place of Use |     |     | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    | Totals |
|--------------|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
| TWP          | RGE | SEC | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
|              |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|              |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|              |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|              |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|              |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|              |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|              |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|              |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |

Overlap with other water rights: NONE

Does overlap increase rate of flow, volume, additional acres, different source for same acres? Explain:

Delivery System Narrative:

| Well or Diversion Identification No GPS ID | Motor Make | Hp | Motor Serial No. | Pump Make | Pump Serial No. or Discharge size |
|--------------------------------------------|------------|----|------------------|-----------|-----------------------------------|
|                                            |            |    |                  |           |                                   |
|                                            |            |    |                  |           |                                   |

#### FLOW MEASUREMENTS:

Attach appropriate documents

NARRATIVE/REMARKS/COMMENTS

VOLUME CALC  
 $(1.9875)(260 \text{ DAYS})(3.01) = 1552.3$   
 $(155 \text{ AC})(4.5) = 697.5 \leftarrow \text{USE SMALLER}$



IDAHO DEPARTMENT OF WATER RESOURCES  
10/15/2002  
ADJUDICATION CLAIM POD REVIEW REPORT  
ADJUDICATION CLAIM NUMBER: 63-3148

1

| Water Right # | Type        | Twp | Rge | Sec | QQ | Q  | Lot | Source       | Name              |
|---------------|-------------|-----|-----|-----|----|----|-----|--------------|-------------------|
| 63-3148       | Claim       | 02N | 01E | 28  | SE | NE |     | GROUND WATER | CLOVERDALE RANCH  |
| 63-3148       | Water Right | 02N | 01E | 28  | SE | NE |     | GROUND WATER | JOHN W SELLARS JR |

IDAHO DEPARTMENT OF WATER RESOURCES  
10/15/2002

ADJUDICATION CLAIM POU REVIEW REPORT

ADJUDICATION CLAIM NUMBER: 63-3148

1

| Water Right # | Type        | Twp | Rge | Sec | QQ | Q  | Lot | Purpose of Use | Acres/Total | Name              |
|---------------|-------------|-----|-----|-----|----|----|-----|----------------|-------------|-------------------|
| 63-3148       | Claim       | 02N | 01E | 28  | NE | NE |     | IRRIGATION     | 40/155      | CLOVERDALE RANCH  |
| 63-3148       | Water Right | 02N | 01E | 28  | NE | NE |     | IRRIGATION     | 40/155      | JOHN W SELLARS JR |
| 63-3148       | Claim       | 02N | 01E | 28  | NW | NE |     | IRRIGATION     | 40/155      | CLOVERDALE RANCH  |
| 63-3148       | Water Right | 02N | 01E | 28  | NW | NE |     | IRRIGATION     | 40/155      | JOHN W SELLARS JR |
| 63-3148       | Claim       | 02N | 01E | 28  | SW | NE |     | IRRIGATION     | 35/155      | CLOVERDALE RANCH  |
| 63-3148       | Water Right | 02N | 01E | 28  | SW | NE |     | IRRIGATION     | 35/155      | JOHN W SELLARS JR |
| 63-3148       | Claim       | 02N | 01E | 28  | SE | NE |     | IRRIGATION     | 40/155      | CLOVERDALE RANCH  |
| 63-3148       | Water Right | 02N | 01E | 28  | SE | NE |     | IRRIGATION     | 40/155      | JOHN W SELLARS JR |

AJ5809NP  
No. A63-03148

IDAHO DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/09/00  
PAGE: 56

| OWNER<br>CODE    | NAME & ADDRESS                                                            | PRIORITY<br>DATE | WATER USE  | USE PERIOD<br>FROM TO | DIVERSION<br>RATE | DIVERSION<br>VOLUME |
|------------------|---------------------------------------------------------------------------|------------------|------------|-----------------------|-------------------|---------------------|
| C                | CLOVERDALE RANCH<br>2528 N CLOVERDALE<br>BOISE ID 83713<br>(208) 375-5262 | 01/29/1959       | IRRIGATION | 03-15 11-15           | 3.010 CFS         |                     |
| TOTAL DIVERSION: |                                                                           |                  |            |                       | 3.010 CFS         |                     |

Water Source: GROUNDWATER      Tributary to:      Stage: LICENSE  
Point(s) of Diversion: T02N R01E S28      SENE      ADA County

Place of Use Legal Description for: IRRIGATION

|             |     | NE |    | NW |    | SW |    | SE |    |    |       |
|-------------|-----|----|----|----|----|----|----|----|----|----|-------|
| T           | R   | S  | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | SUM   |
| 02N         | 01E | 28 | 40 | 40 | 35 | 40 | :  | :  | :  | :  | 155.0 |
| TOTAL ACRES |     |    |    |    |    |    |    |    |    | :  | 155.0 |

POU County: ADA

Other Rights: NONE

Remarks: GEN      OWNERSHIP CHANGED BY RDH ON 8/31/97.

Dates:      Exam Made Date:      Verified Date:      Objection Filed Date:

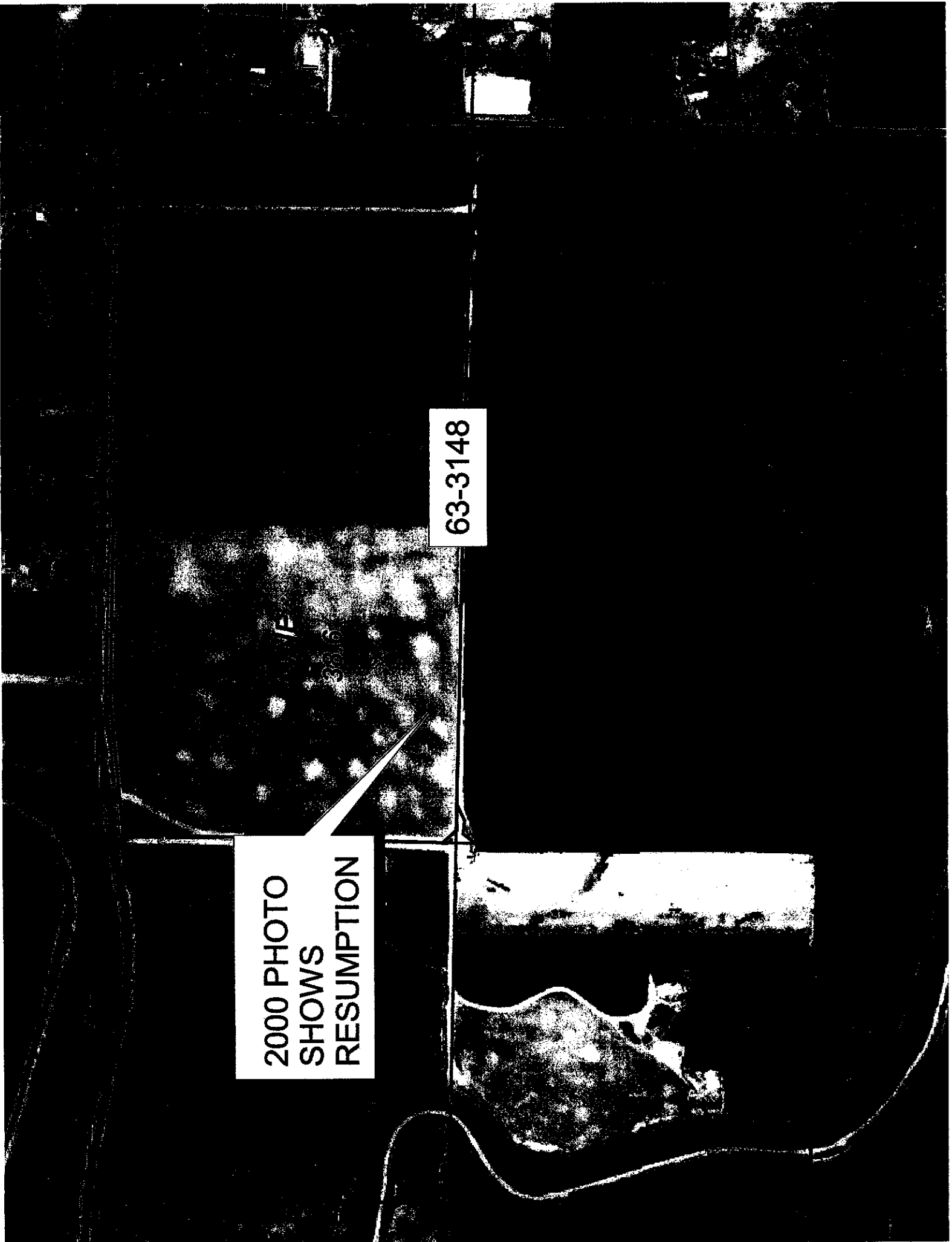
Misc:      Water District Number:      Field Inspection Flag:  
Presumption Flag:

Audit:      07/24/89 WERNER      03/30/95 POST-STD      06/21/95 CFRITSCH      08/31/97 RHOWERTO

2000 PHOTO  
SHOWS  
RESUMPTION

63-3148

63-3148

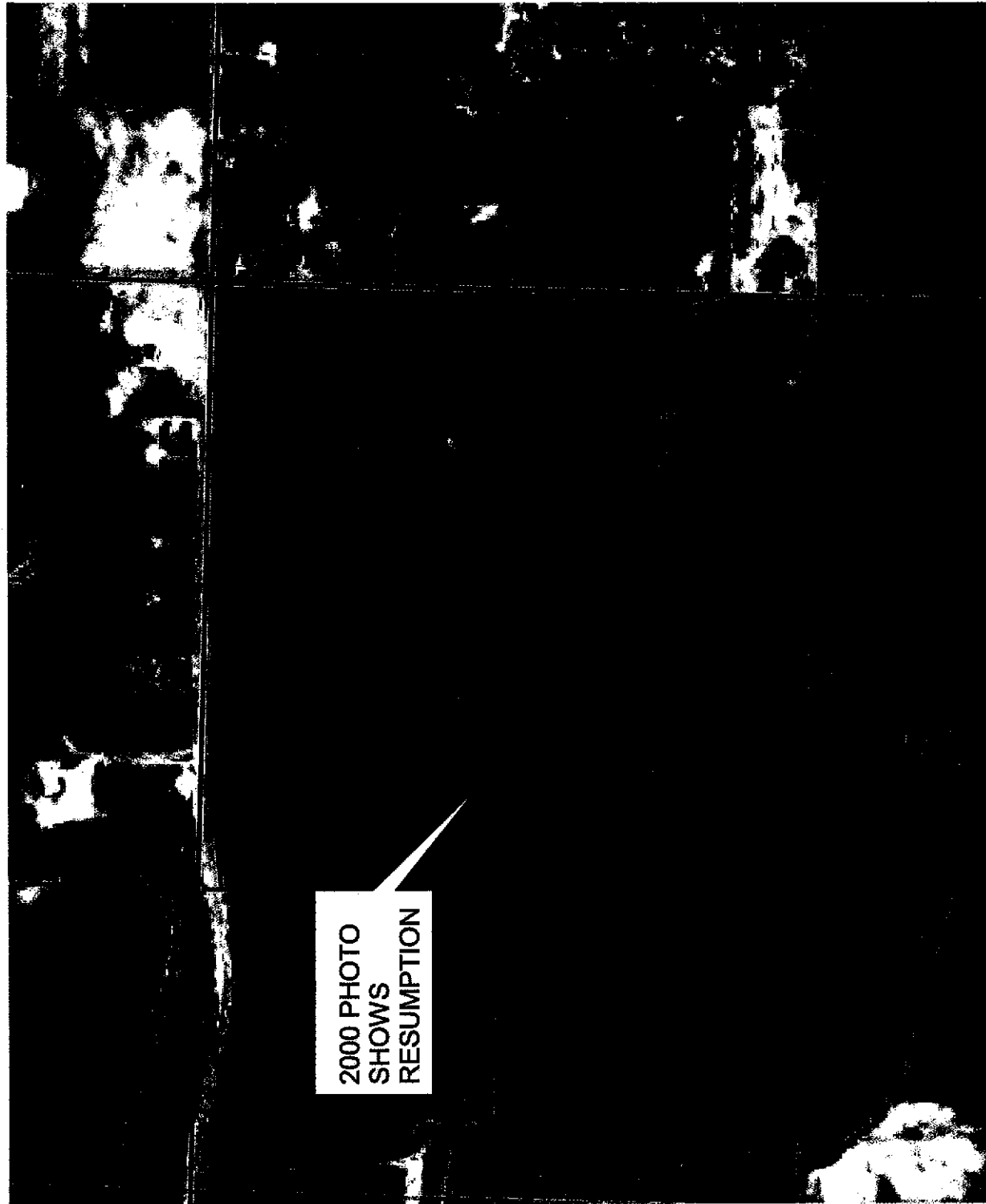


Claims: 63-3148

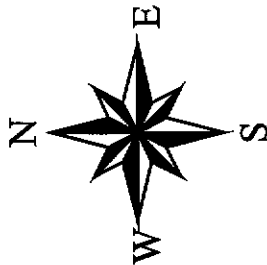
Date Prepared: 9-30-02

Prepared By: Ron Howerton

# IDAHO DEPARTMENT OF WATER RESOURCES



T02N, R01E  
S28



● Point of Diversion

Place of use

Section

Quarter/Quarter



1987 NAPP

1.0 Miles



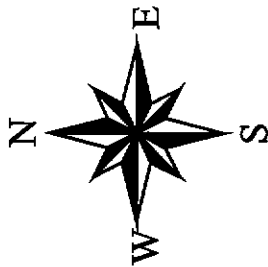
# IDAHO DEPARTMENT OF WATER RESOURCES

Claims: 63-3148

Date Prepared: 9-30-02

Prepared By: Ron Howerton

T02N, R01E  
S28

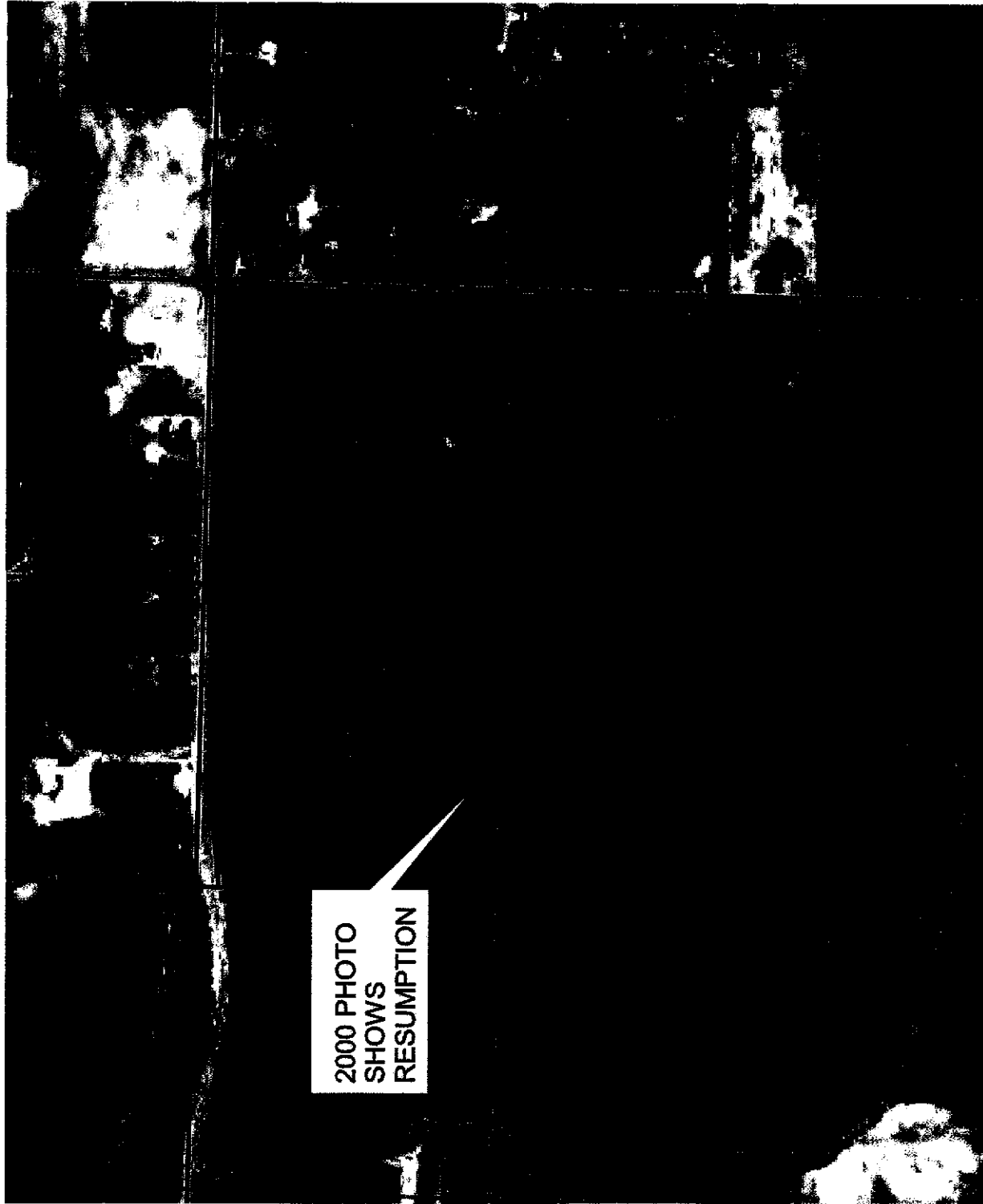


● Point of Diversion

Place of use

Section

Quarter/Quarter



1987 NAPP

1.0 Miles

0.9

0.8

0.7

0.6

0.5

0.4

0.3

0.2

0.1

0

63-3148



SHOWS IRRIG IN T2N, R1E, S20, NE4

1981 ORTHO

Y-8



**State of Idaho**  
**DEPARTMENT OF WATER RESOURCES**

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190  
FAX (208) 334-2348

PHILIP E. BATT  
GOVERNOR

KARL J. DREHER  
DIRECTOR

August 31, 1997

CLOVERDALE RANCH  
2528 N CLOVERDALE  
BOISE ID 83713

NOTICE OF CLAIM NO.  
A63-03148

Ref: Ownership change

Dear CLOVERDALE RANCH Waterusers:

1. Enclosed is a copy of the above referenced claim which reflects the CHANGE IN OWNERSHIP of the lands and appurtenant water rights covered by this claim.
2. The Department will contact you in the future concerning any requirements that may be needed in order to process this claim for final court decree.
3. If you have any questions concerning the enclosed claim, please feel free to contact this office.

Sincerely,

Ron Howerton  
ADJUDICATION BUREAU  
Department of Water Resources  
Western Region Office  
(208) 334-2190

CC: GORDON AND DANA HIATT

MEMORANDUM

To: Carter Fritschle  
From: L. Glen Saxton   
RE: LICENSE NO. 63-03148  
Date: June 21, 1995

RECEIVED

JUN 27 1995

WATER RESOURCES  
WESTERN REGION

I am forwarding the attached file as a follow-up to our telephone conversation today.

It appears the name on adjudication Claim No. A63-03148 should be in the name of Gordon Hiatt rather than John Sellars. Please review the Contract of Sale document in the file to determine if it provides an adequate basis to change the name on the adjudication claim.

In November 1992, the Idaho Water Resource Board accepted License No. 63-03148 into the Water Supply Bank based upon an application to the bank submitted by Gordon Hiatt. It would be nice to have the name changed on the adjudication claim with the least fuss possible.

After your review of the matter, the water right file can be returned to the vault. Thank you.

# License and Certificate of Water Right

Water License No. G-27748

Amount 3.01 c.f.s.

Water District No.

Priority January 29, 1959

THIS IS TO CERTIFY that JOHN W. SELLARS, Jr. or GLADYS SELLARS of Boise, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated January 29, 1959; that Permit No. G-27748 was issued under said application; that Certificate of Completion of works, with a carrying capacity of 3.01 second feet, was issued thereunder on June 5, 1963, showing that said works were completed on the 22nd day of June, 1962; and that on the 22nd day of June, 1962,

JOHN W. SELLARS, Jr. or GLADYS SELLARS of Boise, State of Idaho, made proof to the satisfaction of the State Reclamation Engineer of Idaho, of the right to use the waters of a well, a tributary of subterranean flow, for the purpose of irrigation, under Use Permit No. G-27748 of the Department of Reclamation and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume 12 of Licenses at page 7587, on the 5th day of June, 1963; The right hereby confirmed dates from January 29, 1959;

The Point of Diversion is located in the SE 1/4 NE 1/4, Sec. 28, Tp. 2 N., R. 1 E., B. M. Ada County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 3.01 cubic feet per second.

Description and location of use:

| Twp.                                   | Range | Sec. | Forty-acre Tract | No. Acres Described in Permit | No. Acres Actually Irrigated |
|----------------------------------------|-------|------|------------------|-------------------------------|------------------------------|
| 2 N.                                   | 1 E.  | 28   | NE 1/4 NE 1/4    | 40                            | 40                           |
|                                        |       |      | NW 1/4 NE 1/4    | 40                            | 40                           |
|                                        |       |      | SW 1/4 NE 1/4    | 40                            | 35                           |
|                                        |       |      | SE 1/4 NE 1/4    | 40                            | 40                           |
| Total number of acres to be irrigated: |       |      |                  |                               | 155                          |

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this 5th day of June, 1963.

RALPH W. THOMAS  
Deputy State Reclamation Engineer.

(SEAL)

63 3148

# APPLICATION FOR PERMIT To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 35686  
Permit No. G- 27748  
District No.

John W. Sellars, Jr.  
Rt. # 4,  
Boise, Idaho

1. Name of Applicant: JOHN W. or GLADYS SELLARS, JR.  
Postoffice address: Rt. # 4, Boise County: Ada State: Idaho
2. Quantity of water claimed:
  - (a) Rate of withdrawal in cubic feet per second 3.2 or Idaho  
Miners' inches or gallons per minute
  - (b) Annual withdrawal in acre feet per annum
3. Source of water supply: 12 In. well
4. Location of point of diversion or well is in the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 28  
Twp. 2 N., Rge. 1 E., B.M., County of Ada
5. Water is to be used for: Irrigation
6. If for municipal, industrial or recreational purposes, give:
  - (a) Point of use of water is in the  $\frac{1}{4}$  of the  $\frac{1}{4}$  of Section , Twp.  
Rge. , B.M.
  - (b) Waste water or sewage effluent is to be returned to  
at a point in the  $\frac{1}{4}$  of the  $\frac{1}{4}$  of Section , Twp. , Rge. , B.M.
7. Kind of works: Turbine type pump and ditches
8. Estimated cost of works: \$ 7500.00
9. (a) Is reservoir to be used? No  
(b) Capacity of reservoir:
10. The time required for the completion of such work and complete application of the water to the proposed use is 5  
years.
11. If applicant is a corporation, give:
  - I. (a) Date and place of incorporation:  
(b) Amount of capital stock: \$ (c) Amount paid in: \$  
(d) Names and addresses of directors:
  - II. The financial resources of the applicant are (a) Cash on hand: \$  
(b) Treasury stock: (c) Bonds to be issued:  
(d) Other resources:
12. The land to be irrigated is described in the following tabulation:
13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: None
  - (a) (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.
  - (b) 3.2 (cubic feet per second, inches or gallons per minute) is for new lands.

BE IT KNOWN THAT The undersigned hereby makes appli cation for permit to appropriate the public waters of the State of Idaho as herein set forth.

By

Agent.

Date of first receipt at Department of Reclamation: January 29, 1959

Returned to applicant for correction:

Corrected application received:

### Approval of State Reclamation Engineer

The number of this permit is G— 27748

Recorded in Book 98

Page 27748

Approved February 2, 1959

This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho, and hereby approve the same, subject to the following limitations and conditions:

Bond in the sum of \$ \_\_\_\_\_ to be filed on or before \_\_\_\_\_

Work to begin on or before

and to continue diligently and uninterruptedly to completion, unless

temporarily interrupted by circumstances over which the permit holder has no control.

One-fifth of the work above specified to be completed on or before August 2, 1961

The whole of said work to be completed and beneficial use of water appropriated in accordance herewith, to be made and proofs offered on or before February 2, 1964

Witness my hand this 2nd

day of February, 1959

/s/ GEO. N. CARTER  
STATE RECLAMATION ENGINEER.

IN TESTIMONY WHEREOF, We, ROBERT E. SMYLLIE, Governor of the State of Idaho,  
and ARNOLD WILLIAMS, Secretary of State of the State of Idaho, have caused this instrument to  
be executed in the name of the State of Idaho, and caused the Great Seal of the State of Idaho to be hereunto affixed, this 2nd  
day of February, 19 59

**Countersigned:**

STATE OF IDAHO

(SEAL)

By /s/ ARNOLD D. WILLIAMS

Re /s/ ROBERT E. SMYLLIE

**Governor**

*Secretary of State.*

12.

| Twp.                        | Range | Sec. | NE $\frac{1}{4}$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | NW $\frac{1}{4}$                                                    | SW $\frac{1}{4}$                                                    | SE $\frac{1}{4}$                                                    | Totals |
|-----------------------------|-------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------------|--------|
|                             |       |      | NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ | NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ | NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ |        |
| 2 N.                        | 1 E.  | 28   | 40 40 40 40                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                     |                                                                     |                                                                     | 160    |
| TO ALL WHOM IT MAY CONCERN: |       |      | <p style="text-align: center;">Permit No. G-27748 ✓<br/>           CERTIFICATE OF COMPLETION OF WORKS</p> <p>This is to certify that JOHN W. SELLARS, JR. or GLADYS SELLARS OF Boise, County of Ada, and State of Idaho, the holders of Permit No. G-27748, issued upon Application No. G-35686, bearing date of priority of January 29, 1959, authorizing the diversion of 3.2 second feet of waters of a well, County of Ada, State of Idaho, for irrigat purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of comple of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 3.01 second feet of the waters of a well from subterranean flow; that the point of diversion of said waters SE<math>\frac{1}{4}</math>NE<math>\frac{1}{4}</math>, Sec. 28, T. 2 N., R. 1 E., B. M.; and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit:</p> <p>155 acres in the NE<math>\frac{1}{4}</math>, Sec. 28, T. 2 N., R. 1 E., B. M.</p> <p style="text-align: center;">Witness my hand this 5th day of June, A. D. 1963.</p> <p style="text-align: right;">s/ RALPH W. THOMAS, Deputy<br/>State Reclamation Engineer</p> <p>Proof of Completion of Works Made: June 22, 1962</p> <p style="text-align: right;">LICENSE ISSUED FOR 3.01 SEC. FT.<br/>page 7587</p> |                                                                     |                                                                     |                                                                     |        |

STATE OF IDAHO  
DEPARTMENT OF RECLAMATION  
BOISE, IDAHO  
**REPORT OF ENGINEER**

Permit No. G-27748This proof is for Completion of Works & Beneficial Use In Water District No. \_\_\_\_\_1. Name of applicant John W. or Gladys Sellars, Jr.2. Source of water supply: Subterranean flow from a 12 inch well3. Location of point of diversion: Is in the \_\_\_\_\_ SE 1/4 NE 1/4 of Section 28T. 2N R. 1 E. B.M. \_\_\_\_\_ County of Ada4. Describe works as they exist, giving dimensions and capacities of same: 75 HP GE Motor

# WTS 916126, Peerless Pump # 191686, 240' x 10" Column, 10" discharge to 26" x 28" x 68' concrete flume to open ditch.  
well - 400' x 16" - 25' x 16" casg. to Rock 120' thickness of Rock 155' x 32' perforated casing to 300' level, open hole below

5. Water is used for: Irrigation6. State whether or not water has been turned into works of diversion: yes

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

NE 1/4 Sec. 28, Twp. 2 N., Rge. 1 E. B.M.

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach? \_\_\_\_\_

Remarks: 17N - Mrs. Sellars along

They mentioned having the Soil open the ground in Dec 27.  
They only wanted the 160 joining but said had to take 320 and  
they are afraid they won't get it after having it opened. They paid  
for having the power line brought out. etc.

Measured by Spurling Meter (SREV 2 min 41 sec.)This examination was made on the 24<sup>th</sup> day of May, 1963(Signed) Lynn Johnson Examiner.

John W. or Gladys Sellars, Jr.  
Route #4, Box 232 842-3014  
Boise, Idaho  
Permit No. G-27748

Examination for Completion of Works & Beneficial Use

County Ada Sec. 28 T. 2N R. 1 EBM  
Quantity 3.2 a.f.s.

Source Well

P. D.: SE-NE, Sec. 28, T. 2N. -R. 1 EBM

Use: Irrigation

Filed: Jan. 29, 1959

Due: Feb. 2, 1964

Extension: —

Protest: —

Completion of Works: —

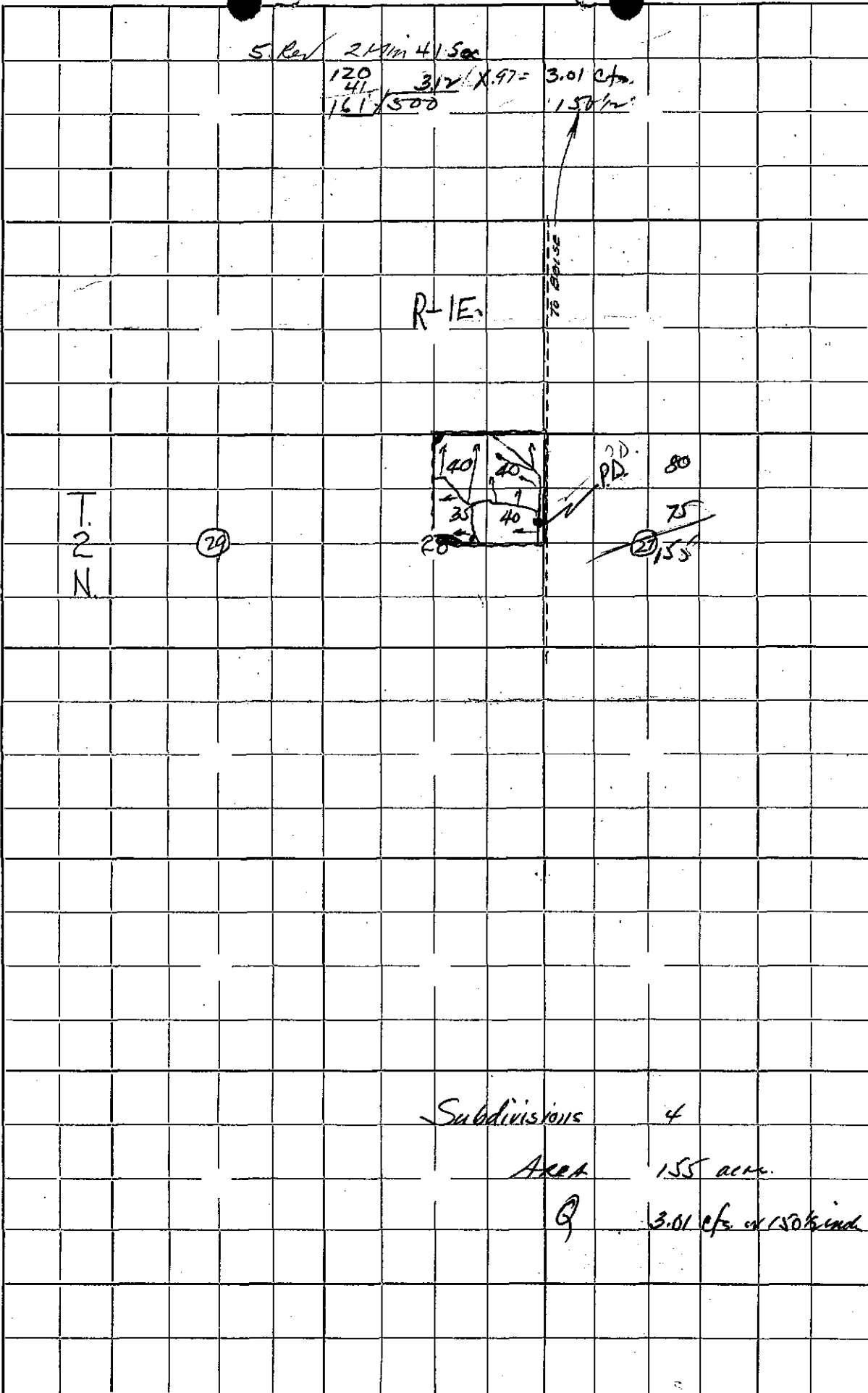
Other Rights: none

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
4. If any unusual conditions are discovered, make plain statement of them under remarks.
5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
6. Give general characteristics of soils, topography, and crops raised.

RECEIVED  
MAY 24 1963

Department of Reclamation



Scale: 2 Inches Equals 1 Mile. Draw Map In Ink.

77748

STATE OF IDAHO  
DEPARTMENT OF RECLAMATION  
BOISE

REPORT OF ENGINEER

PERMIT NO. ~~G-27748~~

REPORT ON PROOF OF ~~Completion of Works & Beneficial Use~~

John W. or Gladys Sellars, Jr.  
Rt. #24, Box 232  
Boise, Idaho