

Ada County Assessor
Land Records/GIS

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2005 ▼

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Parcel: S1112110304

Year: 2005

Zone Code: C-2D

Total Acres: 1.061

Tax Code Area: 01-24

Property Description:

PAR #0304 NEAR CTR E POR

OF NE4NE4

SEC 12 3N 1E

#110302-B

[View Interactive Map of this Parcel](#)

Address: 1487 N COLE RD BOISE , ID 83704

Subdivision: 3N 1E 12

Land Group Type: SECT

Township/Range/Section: 3N1E12

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63-18213



Idaho Dept of Water Resources

Claim No(s): 63-18213
T03N, R01E, S 12
Prepared by: Sue Bock
Date: 07/24/2002

● Point of Diversion

Place of Use

Section Lines

Quarter Quarter Lines



0 0.06 0.12 Miles

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

Ident. Number: A63-18213
Date Received: 8/29/1989
Receipt No: CD10567
Received By: JP

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RACHEL S. GILBERT 208-376-6441
Address: 1487 N. COLE RD.
BOISE, ID 83704

2. Date of Priority: JUN 16, 1898

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03N	01E	12	NE	NE	NE		ADA

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.015		

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

8. Total consumptive use is 1.7 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
03N	01E	12	NE	NE		IRR	0.5
Section Acres							0.5

10. Place of Use: Continued

Total Acres 0.5

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:

 THIS RIGHT IS BASED ON A DOMESTIC RIGHT WHICH WAS CONVERTED TO A
 COMMERCIAL USE IN 1975

15. Basis of Claim: BENEFICIAL USE

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: 0

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): Leah S. Gubert Date: 28 Aug. 89

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 29th day

of August 19 89

Jeff Peppersack
Notary Public

Seal

Residing at _____

My Commission Expires _____

Jeff Peppersack, Notary Public
Residing at Boise, Idaho
My Commission Expires Nov. 8, 1994

04/06/2006

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

RIGHT NUMBER: 63-18213

NAME AND ADDRESS: ADA COUNTY HIGHWAY DISTRICT
3775 ADAMS ST
GARDEN CITY ID 83714

~~RACHEL S GILBERT~~
~~1487 N COLE RD~~
~~BOISE ID 83704~~

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.015 CFS
1.750 AFY

The quantity of water under this right shall not exceed 2,500 gallons per day.

PRIORITY DATE: 06/16/1898

POINT OF DIVERSION:

T03N R01E S12 NENENE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.015 CFS 1.75 AFY

PLACE OF USE: IRRIGATION Within ADA County

T03N R01E S12 NENE 0.50

0.5 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

The quantity of water decreed for this water right is not a determination of historical beneficial use.

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 - Beneficial Use

PARCEL NO. S1112110304.

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

In Re SRBA

Case No. 39576

Water Rights: 63-18213

**NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING**

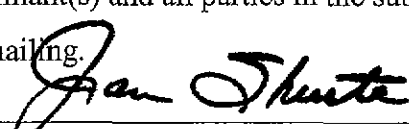
IDWR has completed the following administrative proceeding:

- ☐ Address change
- XX Substitution of Party
- ☐ IC § 42-222 transfer
- ☐ Point of diversion ☐ Place of use
- ☐ Period of use ☐ Nature of use
- ☐ Split of water right ☐ Change in ownership
- ☐ Other
- ☐ IC § 42-219 license

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: April 7, 2006



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on April 7, 2006, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

2. Copies to:

Clive Strong
Off ice of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

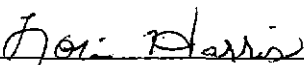
☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

3. Copies to all parties to the subcase:

Ada County Highway District
3775 Adams St
Garden City ID 83714

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

☐ overnight mail
☐ regular mail
☐ hand-delivered
☐ facsimile



Signature of person mailing this document



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

April 7, 2006

Re: Water Right No. 63-18213

ADA COUNTY HIGHWAY DISTRICT
3775 ADAMS ST
GARDEN CITY ID 83714

Dear Sir or Madam:

Enclosed is a copy of the above referenced water right which reflects the change in ownership of the land and appurtenant water rights covered under the original filing. Also enclosed is a copy of the Notice of Completed Administrative Proceedings which has been sent to the Snake River Basin Court as notification of the change.

If you have any questions concerning the enclosed water right, please feel free to contact this office.

Sincerely,

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region Office

LH:l
Enclosures

RECEIVED

MAR 17 2006

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIPPlease print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

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
63-18213					

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) Rachel S. Gilbert, 1487 N. Cole Road
Boise, Idaho 83704
4. New Owner/Claimant(s) Ada County Highway District
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 3775 Adams Street
- City, State and ZIP Code Garden City, Idaho 83704
- New Telephone Number (208) 387-6100
5. Date you acquired the property July 18, 2002

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) Ada County Highway District
(include title if applicable)

Bonnie Allen
Right-of-Way & Dev. Services Mgr.

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 <u>[Signature]</u>	Date <u>3-17-06</u>	Fee <u>N/A</u>
Receipted by _____	Date _____	Receipt No. _____
Processed by <u>[Signature]</u> AJ	Date <u>4-6-06</u>	WR _____ Date _____

ACHD Project No. 52117
Cole/Fairview Intersection
R/W Parcel No. 2
T3N, R1E, Section 12

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2002 JUL 22 PM 4:13

RECORDED - REQUEST OF

FEE 15 - DEPUTY

102082192
FIRST AMERICAN

FA-130214

(Reserved for Ada County Recorder)

WARRANTY DEED

THIS INDENTURE, made this 18th day of July, 2002, **RACHEL S. GILBERT and JOE W. HUNTER, both single persons,**

the "GRANTOR", and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, the "GRANTEE";

WITNESSETH:

FOR VALUE RECEIVED, the GRANTOR has granted, conveyed, bargained and sold, and does hereby grant, bargain, sell, convey and confirm to the GRANTEE and its successors and assigns forever, that certain real property situated in the COUNTY OF ADA, STATE OF IDAHO, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof,

TOGETHER with all and singular the buildings, structures, improvements and fixtures thereto, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, and rents, issues and profits thereof (the "Premises").

Subject to those exceptions to GRANTOR's title as are set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

SUBJECT TO those exceptions to title to which this conveyance is expressly made subject and those made, suffered or done by the GRANTEE: (a) the GRANTOR covenants to the GRANTEE, its successors and assigns, that the GRANTEE shall enjoy the quiet and peaceful possession of the Premises; and (b) GRANTOR warrants to the GRANTEE, its successors and assigns, that GRANTOR is the owner of said Premises in fee simple and has the right and authority to convey the same to GRANTEE, and GRANTOR will defend the GRANTEE's title from all lawful claims whatsoever.

The current address of the GRANTEE is:

Ada County Highway District
318 East 37th Street
Garden, Idaho 83714-6499

Warranty Deed, page 1

(10/27/01)

S:\ACHDRWP&D\IFA\DEED, warranty.doc

ACHD Project No. 52117
Cole /Fairview Intersection
R/W Parcel No. 2
T3N, R1E, Section 12

Exhibit "B"

SCHEDULE B – SECTION 2

ORDER NUMBER: FA-130214/MLC
First American Title Company

EXCEPTIONS:

1. General Taxes for the year, 2001, which are liens, of which the second half is due June 20th.
2. General Taxes for the year, 2002, which are liens, but not yet due and payable.
3. Right of Way for RUST LATERAL.
4. An Easement over said land in favor of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation dba U S WEST COMMUNICATIONS, for communication lines and incidental purposes as set forth in an instrument recorded December 14, 1988, as Instrument No. 8861304, Official Records.

END OF SCHEDULE B – SECTION 2

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 12, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho described by metes and bounds as follows:

From the corner of Sections 1, 6, 7 and 12, Township 3 North, Range 1 and 2 East; thence
South along the section line 295 feet to a point; thence
North 89°01' West 25 feet to a point on the West side of the road,
and the REAL PLACE OF BEGINNING; thence
South 213.2 feet to an iron pin; thence
North 89°01' West parallel to the North boundary of said Section 12, 295 feet to an iron pin; thence
North, parallel to the East boundary of said Section 12, 213.2 feet to an iron pin; thence
South 89°01' East parallel to the North boundary of said Section 12, 295 feet to the PLACE OF BEGINNING.

EXCEPT that portion of the Northeast Quarter of the Northeast Quarter of Section 12, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho described as follows:

Commencing at the Northeast corner of said Section 12; thence
South along the East line of Section 12, a distance of 508.20 feet;
thence
North 89°01'15" West along the Easterly extension of the Northerly line of Block 1, COLEHAVEN NO. 1 SUBDIVISION, according to the official plat thereof, filed in Book 19 of Plats at Page 1254, Official Records of Ada County, Idaho, a distance of 33 feet to the Northeast corner of Lot 1, Block 1 of COLEHAVEN NO. 1 SUBDIVISION to the POINT OF BEGINNING; thence continuing
North 89°01'15" West along the Northerly line of said Block 1 a distance of 150 feet to a point, also being the Northwest corner of Lot 2, Block 1, of said COLEHAVEN NO. 1 SUBDIVISION; thence
North 0°58'45" East 85 feet to a point; thence
South 89°01'15" East a distance of 146.68 feet to a point; thence
South 89°04'44" East 12.00 feet to a point on the Westerly line of Cole Road, 33 feet wide as granted to County of Ada by Deeds recorded March 11, 1969, as Instrument No.'s 711320 and 711321; thence
South 0°03'15" East along said Westerly line of Cole Road 73.20 feet to the POINT OF BEGINNING.

continued

LEGAL DESCRIPTION CONTINUED

ALSO EXCEPTING THEREFROM a strip of land as described in Quitclaim Deed recorded September 16, 1998, as Instrument No. 98088679, located in the Northeast Quarter of the Northeast Quarter of Section 12, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at a point 435.00 feet South and 33.00 feet West of the Northeast corner of said Section 12, Township 3 North, Range 1 East, Boise Meridian; thence North along the West right of way line of Cole Road, 140.00 feet to a point; thence West 13.50 feet to a point; thence South parallel to the West right of way line of Cole Road, 55.00 feet to a point; thence Southeasterly 86.00 feet, more or less, to the POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM the following:

Commencing at the section corner common to Sections 1 and 12, Township 3 North, Range 1 East, and Sections 6 and 7, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho; thence South 00°00'00" East 295.00 feet along the East line of the Northeast Quarter of Section 12 to a point; thence North 88°59'17" West 33.01 feet parallel with the North line of the Northeast Quarter of the Northeast Quarter to the REAL POINT OF BEGINNING; thence South 00°00'00" East 140.00 feet parallel with the East line of the Northeast Quarter to a point; thence North 09°00'00" West 86.30 feet to a point; thence North 00°00'00" West 55.00 feet parallel with the East line of the Northeast Quarter to a point; thence South 88°59'17" East 13.50 feet parallel with the North line of the Northeast Quarter of the Northeast Quarter to the REAL POINT OF BEGINNING of this description.

ALSO LESS AND EXCEPTING THEREFROM the West 25 feet and the East 8 feet of the West 33 feet of said property.

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2005 Property Details for Parcel S1112110304

2005

[Change Year](#)[\[Back to Parcel Search\]](#) [\[Print View\]](#)**Details**[Valuation](#)[Tax Districts](#)[Taxes](#)[Characteristics](#)**Parcel:** S1112110304**Year:** 2005**Zone Code:** C-2D**Total Acres:** 1.061**Tax Code Area:** 01-24**Property Description:**

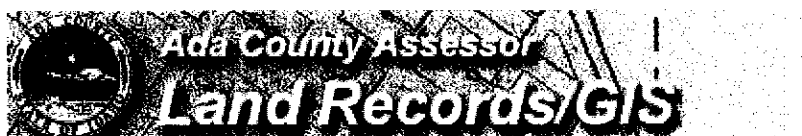
PAR #0304 NEAR CTR E POR

OF NE4NE4

SEC 12 3N 1E

#110302-B

[View Interactive Map of this Parcel](#)**Address:** 1487 N COLE RD BOISE , ID 83704**Subdivision:** 3N 1E 12**Land Group Type:** SECT**Township/Range/Section:** 3N1E12[Contact Us](#) | [Disclaimer](#)



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**Commercial Characteristics 1 for Parcel "S1112110304"**

Commercial Group Type:	OFFICE - LOW RISE
Year Built:	1903
Remodel Year:	1957
Occupancy Date:	No Date Available
Business Name:	GILBERT BLDG
Number of Floors:	2
Number of Units:	0
Leasable Sq Ft:	2200
Ground Floor Sq Ft:	1448
Excess Land Sq Ft:	0
Used Land Acres:	1.061
Used Land Sq Ft:	46217
Excess Land Acres:	0.0
Total Land Sq Ft:	2312
Total Land Acres:	1.061
Method:	INCOME

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General Information

Property Acres: 1.061
Zone Code: C-2D
Primary Code Area: 01-24 Tax Districts
Group Type: SECT
Subdivision: 3N 1E 12
Section: 3N1E12

Property Description

PAR #0304 NEAR CTR E POR
 OF NE4NE4
 SEC 12 3N 1E
 #110302-B

Property Address

1487 N COLE RD
 BOISE, ID 83704


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Parcel Valuation Details

Assessment Roll	State Category Code	Acreage	Assessed Value	Valuation Method
Primary	420-COM IMPROVEMENT	0.000	\$0	INCOME
Primary	210-COM LOT OR TRACT	1.061	\$0	MARKET

Total Assessed Value: \$0

Parcel Valuation History

Assessed value for year 2004 \$0
Assessed value for year 2003 \$0

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Commercial
 Land

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ACHD Project No. 5211,
Cole /Fairview Intersection
R/W Parcel No. 2
T3N, R1E, Section 12

COPY

SALE AND PURCHASE AGREEMENT
(Total Take)

THIS SALE AND PURCHASE AGREEMENT (the "Agreement") is made and entered into this 19th day of June, 2002, by and between **RACHEL S. GILBERT, a single person, as of the date of acquiring title**, (herein "SELLER"), and ADA COUNTY HIGHWAY DISTRICT (herein "ACHD");

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

SECTION. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- (a) The term "Agreement" shall refer to this Sale and Purchase Agreement.
- (b) The term "ACHD" shall refer to ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho whose address is 318 East 37th Street, Boise, Idaho 83714-6499, attention: Marilyn Adarbeh, whose telephone number is (208) 387-6276 and whose fax telephone number is (208) 387-6391.
- (c) The term "Closing Agent" shall refer to First American Title Company, 7311 Potomac Drive, Boise, Idaho 83704.
- (d) The term "Closing Date" shall mean on or before August 1, 2002; provided, by written addendum signed by both parties and delivered to Closing Agent the Closing Date may be rescheduled to such date as the parties agree, and under Section 5.7 the Closing Date may also be extended, and in either event the Closing Date shall then mean such rescheduled date.
- (e) The term "Deed" shall mean the form of deed attached hereto as Exhibit "1".
- (f) The term "Exceptions to Title" shall refer to those existing exceptions to Seller's title to the Property described on Exhibit "B" to the Deed.
- (f) The term "Hazardous Materials" shall mean any substance, material, or waste which is regulated by any local governmental authority, the State of Idaho or the United States of America, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "PCB waste," or "restricted hazardous waste" under the Idaho Hazardous Waste Management Act of 1983; (ii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); or (iii)

defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601(14)).

(g) The term "Project" shall refer to the highway improvement program being undertaken by ACHD, internally known as Project Number 52117 and commonly known as Cole Road/Fairview Avenue Intersection Improvements.

(h) The term "Property" shall refer to that certain parcel of real property lying and being situated in the County of Ada, State of Idaho as more particularly described on Exhibit "A" to the Deed.

(i) The term "Purchase Price" shall refer to the amount set forth in Section 4.1.

(j) The term "Seller" shall refer to the above named Seller, who is a single person and resident of the state of Idaho, whose address is 1487 N. Cole Road, Boise, ID 83704, whose telephone number is (208) 376-6441 and whose fax telephone number is _____.

SECTION 2. Recitals.

2.1 ACHD is a single county-wide highway district organized and existing under the laws of the state of Idaho, with the responsibility and jurisdiction and authority to construct and improve highways in Ada County, Idaho, and in that connection has undertaken the Project.

UNDER THREAT OF CONDEMNATION, AND.

2.2 In lieu of condemnation and in furtherance of the Project and for the price and on the terms and conditions hereinafter set forth, ACHD desires to purchase the Property from Seller, and for the price and on the terms and conditions hereinafter set forth Seller is willing to sell and grant the same to ACHD.

SECTION 3. Agreement to Sell and Purchase the Property. Seller hereby agrees to sell and convey the Property to ACHD, and ACHD hereby agrees to purchase the Property from Seller, subject to the Exceptions to Title and for the Purchase Price and on the terms and conditions hereinafter set forth.

SECTION 4. Purchase Price; Method of Payment.

4.1 The Purchase Price to be paid by the ACHD for the Property is **THREE HUNDRED EIGHTY-FOUR THOUSAND AND NO/100 DOLLARS (\$384,000.00).**

4.2. The Purchase Price shall be paid by the ACHD through the Closing Agent for the account of Seller on or before the Closing Date by the deposit with Closing Agent of ACHD's check made payable to the Closing Agent.

SECTION 5. Closing.

5.1. The closing under this Agreement and delivery of all cash and all executed instruments and documents contemplated herein shall take place at the offices of the Closing Agent.

5.2. On or before the Closing Date, the Seller shall deposit with the Closing Agent the following instruments and documents, each duly executed, and, where appropriate, acknowledged:

(a) the Deed.

(b) such other documents as are required to effect the agreements of the Seller herein contained.

5.3. On or before the Closing Date, the ACHD shall deposit with the Closing Agent the following:

(a) its check made payable to the order of the Closing Agent for the amount of the Purchase Price as the same may be adjusted by Closing Agent's closing accounting reflecting the amount shown by the Closing Agent as necessary to pay ACHD's portion of closing costs and Seller's tax proration.

(b) such other instruments and documents as are required to effect the agreements of the ACHD herein contained.

5.4. Before the Closing Date, the Seller and ACHD shall deposit with the Closing Agent the following:

(a) a true copy of this Agreement, to be executed by Closing Agent.

(b) such closing escrow instructions, consistent with this Agreement, as required by the Closing Agent, executed by ACHD, Seller and Closing Agent.

5.5. Closing Agent is authorized and directed by Seller to pay Seller's portion of the closing costs and any payments required under Section 6.1 to remove all exceptions to title which are not Exceptions to Title and by ACHD to pay ACHD's portion of the closing costs from the funds deposited with the Closing Agent by the ACHD under Section 5.3.

5.6. When, on or before the Closing Date, the Closing Agent has received the above described funds, instruments and documents and obtained the commitment of the title insurance company named in Section 6.1 to issue title insurance in the form described in Section 6.2, it will proceed to close by recording the Deed and obtaining the Owner's Policy of Title Insurance in the form contemplated by Section 6.2. Then the Closing Agent shall deliver its closing accounting, showing the prorations, applications



and payments herein agreed to be made by the parties through the Closing Agent, (the same having been submitted and approved by the parties prior to commencement of this closing process), and deliver the funds and documents related to this transaction in its possession as follows:

(a) To the Seller:

- (1) the closing accounting; and
- (2) as reflected in the closing accounting, its check for the funds to be paid to Seller on completion of closing.

(b) To the ACHD:

- (1) the recorded Deed; and
- (2) the Owner's Policy of Title Insurance; and
- (3) the closing accounting.
- (4) As reflected in the closing accounting, its check for the funds, if any, to be paid to ACHD on completion of closing.

5.7. In the event the Closing Agent is unable, for any reason, to close on the Closing Date, it shall immediately notify both parties by both (i) telephone and (ii) mail or fax of the reason. The party causing the delay shall have ten (10) days from the date of the receipt of such notification in which to cure the defect or other concern, and the Closing Date shall be extended accordingly. If the defect or other concern is cured within such period or the party not causing the delay shall waive the same by written notice delivered to the other party and Closing Agent within such period, the Closing Agent shall proceed to close. Otherwise, upon receipt of its fees the Closing Agent shall return all funds and documents in its possession to the party depositing the same and the duties of the Closing Agent shall terminate. This return of the funds and documents by the Closing Agent under this Section 5.7 shall not affect the obligations of the parties under this Agreement, and the party not in default shall have all rights and remedies for default as may be applicable, including, without limitation, the remedy of specific performance.

SECTION 6. Title Insurance.

6.1 ACHD, at its sole cost, has already obtained, and made available to Seller, a Commitment for Title Insurance issued by First American Title Company, dated November 6, 2001, commitment number FA-130214/MLC (the "commitment"). The commitment shows title to the Property in Seller, subject only to the standard general exceptions, the Exceptions to Title and such other exceptions as can be either removed by Seller through the closing process or are acceptable to ACHD under section 6.2.

Seller hereby authorizes the Closing Agent, simultaneously with closing hereunder and at Seller's sole cost and under separate escrow instructions between Seller and Closing Agent, to apply such portions of the Purchase Price as are necessary to obtain satisfactions and releases of encumbrances, terminations of any leases and the removal of all other exceptions to title shown on the commitment.

6.2 On the Closing Date, the Closing Agent shall cause such title insurance company to issue an Owner's Policy of Title Insurance, insuring title to the Property in ACHD in the amount of the Purchase Price, free and clear of all liens, encumbrances and other exceptions to title except the standard general exceptions, the Exceptions to Title, exceptions shown on the commitment related to the right of units of local government, irrigation, drainage and other public districts and utilities to claim levies and assessments, where no delinquencies appear of record, and any other exceptions to title ACHD has waived by written notice delivered to the Seller and Closing Agent.. The premium for this policy of title insurance shall be paid by ACHD.

SECTION 7. Closing Costs.

7.1. ACHD shall pay the following costs and expenses in connection with the Closing:

- (a) the costs of the recording of the Deed; and
- (b) the premium payable for the Owner's Policy of Title Insurance described in Section 6.2; and
- (c) all of the fees of the Closing Agent required to accommodate the terms and provisions of closing under this Agreement, exclusive of those described in Section 7.2(a).

7.2. Seller shall pay the following costs and expenses in connection with the Closing:

- (a) all costs and expenses related to obtaining the removal of all exceptions to Seller's title to the Property which are not Exceptions to Title; and
- (b) Seller's portion of property taxes and assessments determined under Section 8.

SECTION 8. Proration of Property Taxes. Property taxes on the Property for the current year which are a lien but not yet due and payable shall be prorated between ACHD and Seller as of the Closing Date based on the prior year's property taxes on the Property. All property assessments on the Property which are a lien but not yet due and payable shall be paid by Seller in full at closing.

SECTION 9. Access for Inspection and Indemnification; Possession.

9.1 From and after the date of this Agreement until the Deed is recorded, Seller extends to ACHD, its Commissioners, employees, contractors and agents, access to the Property during normal and customary business hours in Ada County, Idaho, to inspect, survey, sample and test soils and similar purposes. In exercising this right of access, ACHD will cooperate with Seller so as not to materially interfere with Seller's use of the Property or the use of the Property by tenants of Seller. ACHD hereby indemnifies and holds Seller harmless from and against any and all loss, injury, death or damage caused by or arising out of the acts or omissions of ACHD, its Commissioners, employees, contractors and agents, in their exercise of this right of access, and any attorney fees and costs that might be incurred by Seller in defending any such claim.

9.2 ACHD shall be entitled to possession of the Property from and after the date the Deed is recorded.

SECTION 10. Affirmative Covenants and Warranties; Survival.

10.1. From and after the date of this Agreement until possession of the Property is delivered to ACHD, Seller covenants and agrees that Seller will: (i) refrain from creating or incurring any mortgage, lien, or other encumbrance in any way affecting the Property; (ii) not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property in violation of applicable law; (iii) avoid committing any waste or nuisance upon the Property; (iv) maintain and keep the Property in its present condition; and (v) observe all laws, ordinances, regulations, and restrictions affecting the Property and its use.

10.2 Seller warrants that neither Seller, nor, to the knowledge of Seller, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any Hazardous Materials under, in, or about the Property, or transported any Hazardous Materials to or from the Property, in violation of applicable laws.

10.3. In addition to the obligations required to be performed hereunder by Seller at the closing, Seller agrees to perform such other acts, and to execute, acknowledge, and/or deliver subsequent to the closing such other documents as ACHD may reasonably request in order to effectuate the complete consummation of the transaction contemplated herein.

10.4 These covenants and warranties by Seller shall not be merged into the Deed and shall survive the closing under this Agreement.

SECTION 11. Attorneys' Fees. Should either party or the Closing Agent find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this Agreement, or to protect its interest in any matter arising

under this Agreement, or to recover damages for the breach of this Agreement, or to resolve any disagreement in interpretation of this Agreement, the unsuccessful party in any final judgment entered therein agrees to reimburse the prevailing party for all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred by the prevailing party in connection therewith and in connection with any appeal, and the same may be included in such judgment.

SECTION 12. Notices. Any and all notices required to be given by either of the parties hereto and/or by the Closing Agent shall be in writing and deemed delivered when either (i) delivered personally, or (ii) sent by fax by a program that will confirm fax delivery to the other party and/or the Closing Agent at the fax telephone number set forth in Section 1, with a copy by First class U.S. Mail, postage prepaid, addressed to the other party and/or the Closing Agent at the address set forth in Section 1, or (iii) deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed to the other party and/or the Closing Agent at the address set forth in Section 1, or such other fax telephone number or mailing address as may be provided by written notice of such change given to the other in the same manner as above provided.

SECTION 13. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Idaho.

SECTION 14. Incorporation of Exhibits. It is agreed that all exhibits to this Agreement are incorporated by reference and made a part of the terms, provisions and covenants of this Agreement.

SECTION 15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, provided that no assignment of their respective rights and obligations hereunder shall be made by either party.

SECTION 16. Time of Essence. All times provided for in this Agreement or in any other instrument or document incorporated herein or contemplated hereby for the performance of an act will be strictly construed, it being agreed that time is of the essence of this Agreement.

SECTION 17. Entire Agreement: Modification. This Agreement and the Exhibits attached hereto embody and constitute the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

SECTION 18. Warranty of Authority to Execute.

18.1. The person(s) executing this Agreement on behalf of ACHD represent(s) and warrant(s) due authorization to do so on behalf of ACHD, and that upon execution of this Agreement on behalf of ACHD, the same is binding upon, and shall enure to the benefit of, ACHD.

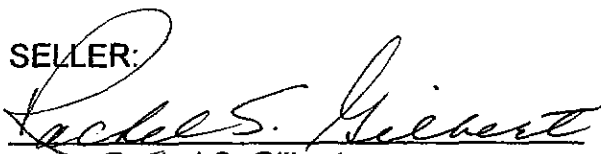
18.2. If Seller is not a natural person, the person(s) executing the Agreement on behalf of Seller represent(s) and warrant(s) due authorization to do so on behalf of Seller, and that upon execution of this Agreement on behalf of Seller, the same is binding upon, and shall enure to the benefit, of Seller.

SECTION 19. Counterparts. This Agreement shall be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Social Security No: [REDACTED]

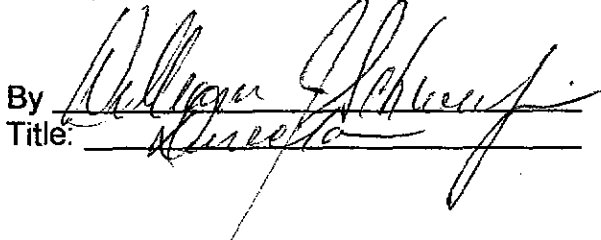
SELLER:


Rachel S. Gilbert

ADA COUNTY HIGHWAY DISTRICT

By

Title:


Director

OK R



CLOSING AGENT AGREEMENT

Closing Agent hereby accepts the provisions of this Agreement which relate to closing the sale and purchase herein contemplated as set forth in Sections 3, 4, 5, 6, 7, 8 and 12, and hereby agrees to perform its responsibilities thereunder, and ACHD agrees to pay its fees for such services. After closing Closing Agent agrees to deliver to each of the parties a copy of all the documents.

Dated this 17th day of July, 2002

CLOSING AGENT

By 

EXHIBITS

"1" Deed, with legal description of Property and Exceptions to Title attached.

ACHD Project No. 52117
Cole /Fairview Intersection
R/W Parcel No. 2
T3N, R1E, Section 12

Exhibit "1"

(Reserved for Ada County Recorder)

WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 2002, **RACHEL S. GILBERT**, a single person, as of the date of acquiring title the "GRANTOR", and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, the "GRANTEE";

W I T N E S S E T H :

FOR VALUE RECEIVED, the GRANTOR has granted, conveyed, bargained and sold, and does hereby grant, bargain, sell, convey and confirm to the GRANTEE and its successors and assigns forever, that certain real property situated in the COUNTY OF ADA, STATE OF IDAHO, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof,

TOGETHER with all and singular the buildings, structures, improvements and fixtures thereto, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, and rents, issues and profits thereof (the "Premises").

Subject to those exceptions to GRANTOR's title as are set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

SUBJECT TO those exceptions to title to which this conveyance is expressly made subject and those made, suffered or done by the GRANTEE: (a) the GRANTOR covenants to the GRANTEE, its successors and assigns, that the GRANTEE shall enjoy the quiet and peaceful possession of the Premises; and (b) GRANTOR warrants to the GRANTEE, its successors and assigns, that GRANTOR is the owner of said Premises in fee simple and has the right and authority to convey the same to GRANTEE, and GRANTOR will defend the GRANTEE's title from all lawful claims whatsoever.

The current address of the GRANTEE is:

Ada County Highway District
318 East 37th Street
Garden, Idaho 83714-6499

Rachel S. Gilbert

Sale and Purchase Agreement, Page 11
(10/27/01)

EXHIBIT "A"

A parcel of land for right of way purposes being on the Westerly side of Cole Road, as shown on plans, Project No. 52117b, Cole Road/Fairview Avenue Intersection Improvements, on file in the office of the Ada County Highway District, and being situated in the Northeast Quarter of the Northeast Quarter of Section 12, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the northeast corner of said Section 12, from which the East 1/4 corner of said section bears South 00°17'02" West, 2665.11 feet; thence along the Easterly line of said section,

A) South 00°17'02" West, 295.00 feet to a boundary line described in Quitclaim Deed, recorded as Instrument No. 271536 in Book 313, at Page 240-241, Ada County Records; thence along said boundary line,

B) North 88°40'50" West, 46.50 feet to the Westerly right of way of Cole Road and northwest corner of a parcel described in a Quitclaim Deed recorded as Instrument No. 98088679 Ada County Records, also being the POINT OF BEGINNING; thence along said westerly right of way,

1) South 00°17'02" West, 55.01 feet to an angle point; thence continuing along said right of way,

2) South 08°42'58" East, 74.31 feet to the Northerly boundary line of a parcel described in a Warranty Deed recorded as Instrument No. 9128880 Ada County Records; thence along said Northerly boundary line,

3) North 88°40'50" West, 12.85 feet to the proposed Westerly right of way of Cole Road, being 47.74 feet Westerly of said road centerline; thence along said proposed right of way,

4) North 02°39'52" West, 82.94 feet, being 52.00 feet Westerly of said centerline; thence continuing along said proposed right of way,

5) North 00°17'02" East, 45.44 feet to a boundary line described in aforesaid Instrument No. 271536, and being 52.00 feet Westerly of said centerline; thence along said boundary line,

6) South 88°40'50" East, 5.49 feet to the POINT OF BEGINNING.

Address: 1487 COLE ROAD, BOISE, IDAHO 83704
MLC/kc

ACHD Project No. 52117
Cole /Fairview Intersection
R/W Parcel No. 2
T3N, R1E, Section 12

Exhibit "B"

SCHEDULE B – SECTION 2

ORDER NUMBER: FA-130214/MLC
First American Title Company

EXCEPTIONS:

1. General Taxes for the year, 2001, which are liens, of which the second half is due June 20th.
2. General Taxes for the year, 2002, which are liens, but not yet due and payable.
3. Right of Way for RUST LATERAL.
4. An Easement over said land in favor of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation dba U S WEST COMMUNICATIONS, for communication lines and incidental purposes as set forth in an instrument recorded December 14, 1988, as Instrument No. 8861304, Official Records.

END OF SCHEDULE B – SECTION 2



John S. Franden, President
Carol A. McKee, 1st Vice President
David Bivens, 2nd Vice President
Sherry R. Huber, Commissioner
Rebecca W. Arnold, Commissioner

March 16, 2006

RECEIVED
MAR 17 2006
WATER RESOURCES
WESTERN REGION

Idaho Department of Water Resources
Western Region
2735 Airport Way
Boise, ID 83705-5082

Re: Change in Ownership of Water Right

Dear Sirs:

Ada County Highway District is the new owner of the Water Right associated with the real property at 1487 N. Cole Road, Boise, Idaho, Water Right No. 63-18213. The former owner was Rachel S. Gilbert. Enclosed are the following documents:

1. Notice of Change in Water Right Ownership;
2. Sale and Purchase Agreement;
3. Warranty Deed;
4. Ada County Assessor's Land Record for Parcel S1112110304; and
5. Idaho Department of Water Resources Recommended Water Rights Acquired under State Law.

It is my understanding that since this matter is before the Snake River Basin Adjudication, there has been a waiver of the fee to change ownership.

If you have any questions please do not hesitate to call me. Thank you.

Best regards,
ADA COUNTY HIGHWAY DISTRICT

Kathy Takasugi
Staff Attorney

CC: Legal, Central files



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

January 4, 2006

ADA COUNTY HIGHWAY DIST.
3775 ADAMS ST.
BOISE ID 83714-6447

RE: Snake River Basin Adjudication (SRBA)
Water Right No. 63-18213

Dear Sir or Madam:

We have been advised you may be the new owner of the property with the water right referenced above (see enclosed report).

Before we can modify our records to reflect your ownership of this water right, we need to have the enclosed Notice of Change of Water Right Ownership form completed. Please follow the instructions included with this form and return to our office with all of the required information.

If you have any questions regarding this letter, please feel free to contact our office.

Sincerely,

Adjudication Section
Western Region

LH:1
Enclosures

U.S. Department of Water Resources
Judicial Bureau
P. O. Box 83720
Boise, ID 83720-0098

FIRST CLASS



NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

RECEIVED

DEC 28 2005
DEPARTMENT OF
WATER RESOURCES

RECEIVED

DEC 29 2005
WATER RESOURCES
WESTERN REGION

63-18213

NOTED
RACHES GILBERT
1487 N. COLE RD.
BOISE ID 83704

Ada County Highway Dept
3775 Adams St
Garden City 83714-6447

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGIONAL OFFICE
135 AIRPORT WAY
BOISE, IDAHO 83705

FIRST CLASS



UNITED STATES POSTAGE
02 1A \$00.83
0004383393 JUN 08 2005
MAILED FROM ZIP CODE 83702


NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

7269 Cascade Dr
Boise ID 83704

1487
4884

RACHEL S. GILBERT
1487 N COLE RD
BOISE ID 83704
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

RECEIVED

JUN 08 2005

WATER RESOURCES
WESTERN REGION

63-18213

ADDRESS SERVICE
REQUESTED

01/11/2005

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

RIGHT NUMBER: 63-18213

NAME AND ADDRESS: RACHEL S GILBERT
1487 N COLE RD
BOISE ID 83704

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.015 CFS
1.750 AFY

The quantity of water under this right shall not exceed 2,500 gallons per day.

PRIORITY DATE: 06/16/1898

POINT OF DIVERSION:

T03N R01E S12 NENENE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.015 CFS 1.75 AFY

PLACE OF USE: IRRIGATION Within ADA County

T03N R01E S12 NENE 0.5

0.5 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE
EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE
ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER
THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6),
IDAHO CODE.

The quantity of water decreed for this water right is not a determination
of historical beneficial use.

EXPLANATORY MATERIAL: Beneficial Use

PARCEL NO. S1112110304.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-18213 V1

WATER RIGHT NUMBER: 63-18213 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RACHEL S GILBERT 1487 N COLE RD BOISE, ID 83704 (208)376-6441

Priority Date: 06/16/1898
Basis: Beneficial Use
Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/01 to 11/15	0.015 CFS	1.75 AF
	<u>Total Diversion:</u>	0.015 CFS	1.75 AF

Location of Point(s) of Diversion

GROUND WATER	NE1/4NE1/4NE1/4	Sec. 12, Twp 03N, Rge 01E, B.M.
ADA County		

Place of Use

IRRIGATION Within ADA County

T03N R01E S12 NENE 0.5

Total Acres: 0.5

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. N06 The quantity of water under this right shall not exceed 2,500 gallons per day.
3. N11 The quantity of water decreed for this water right is not a determination of historical beneficial use.

Remarks:

1. Explanatory PARCEL NO. S1112110304.

IDAHO DEPARTMENT OF WATER RESOURCES
 Adjudication Recommendation Report 63-18213 V1

Comments:

1. sbock 7/24/2002 pou

Comment: pou is estimated based on the contractors location with pgs.

2. sbock 7/24/2002 priority date

Comment: Priority date suspect, unless it is a hand dug well.

3. vmusic 1/11/2005 QUANTITY

Comment: WILL LIMIT QUANTITY TO 2500 GAL PER DAY AND WILL NOT REQUIRE EVIDENCE OF PRIORITY. CALCULATED WATER USE FOR .5 AC IRRIGATION WELL UNDER THIS QUANTITY.

4. vmusic 1/11/2005 EVIDENCE OF PRIORITY

Comment: 1939 AERIAL SHOWS STRUCTURES ON SITE AND IRRIGATION. ADA CO ASSESSOR TAX LOT INFO STATES BUILDING WAS BUILT IN 1903. BELIEVE THIS IS SUFFICIENT EVIDENCE FOR SMALL QUANTITY AND USE UNDER 42-111 [b]. HOUSE IS GONE AND SITE NOW BELONGS TO ADA CO HIGHWAY DISTRICT.

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Priority Date	7/24/2002 8:48:56 AM	sbock			Active
POD	7/24/2002 8:50:37 AM	sbock			Active
Source	7/24/2002 8:51:11 AM	sbock			Active
POU	7/24/2002 8:52:52 AM	sbock			Active
Use	7/24/2002 8:53:30 AM	sbock			Active
Season	7/24/2002 8:54:00 AM	sbock			Active
Quantity	7/24/2002 8:55:04 AM	sbock			Active
Summary			07/24/2002	sbock	Active

07/24/2002

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

RIGHT NUMBER: 63-18213

NAME AND ADDRESS: RACHEL S GILBERT
1487 N COLE RD
BOISE ID 83704

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.02 CFS
1.8 AFY

PRIORITY DATE: 06/16/1898

POINT OF DIVERSION:

T03N R01E S12 NENENE Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
03/01 11/15

QUANTITY
0.015 CFS
1.75 AFY

PLACE OF USE: IRRIGATION Within ADA County

T03N R01E S12 NENE 0.5

0.5 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: Beneficial Use

new parcel #
NOB & not 40 > 2500 gal/day
NII & not a det of his blu

Hand-pick 3220

DATE: 02/27/01
PAGE: 121

DIVERSION RATE
DIVERSION VOLUME

**PRIORITY
DATE**

DATE	WATER USE
06/16/1898	IRRIGATION

TOTAL DIVERSION: 5
CONSUMPTIVE USE:

Tributary to:

T03N R01E S12 NENENE

[illegible]

5

Objection Filed Date:

Field Inspection Flag:

20

IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM/ID #: 63-18213

Date: 3-11-01

	TNS	RNG	SEC	NE				NW				SW				SE				Sum
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Claim	3N	1E	12	.5																.5
GIS				.5																.5
Claim																				
GIS																				
Claim																				
GIS																				
Claim																				
GIS																				
Claim																				
GIS																				

Number of POD's 1

Total Claimed Acres: .5

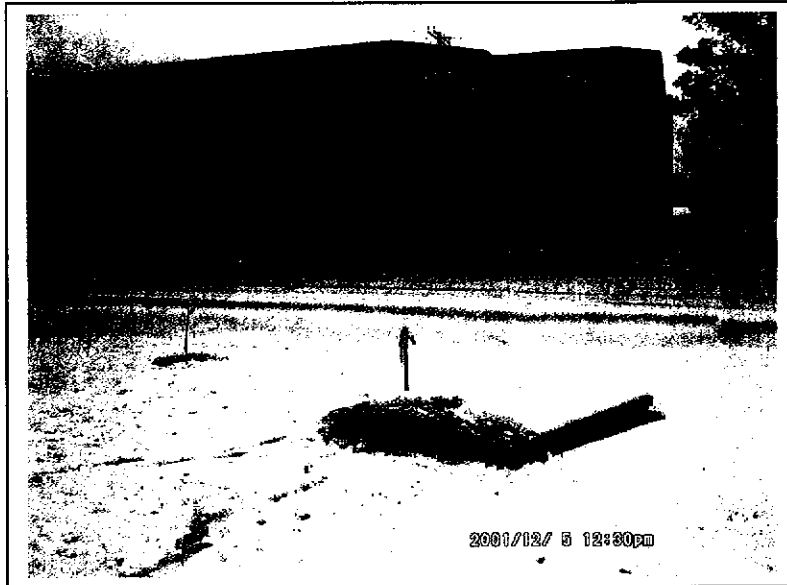
Overlapping POU Claim #'s:

Total GIS Acres: .5

COMMENTS:

just a guess - No maps or County tax data

63-18213





IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 63



RIGHT ID 63 18213
POD ID 172770
Quad Cloverdale 3
Claim Type Small
Easting 316533
Northing 282217
GPSID A0013078

Diversion Description

WELL AND PUMP. Well in cmu pit behind house.

Assumptions

Horse power, pressure head, and elevation head.

Invoice

2000-055-01

Phase-0 (No Attention)
Phase-I (Ready to Go to Field)
Phase-II (Site Visit - Data Missin
Phase-III (Complete w/issues)
Phase-IV (Total Complete)

Linked
Photos

a Photos\172770a.JPG

EPE (ft)

14

Date (M/D/Y)

12/5/01

Time

12.32

Flow Rate (CFS)

0.14

Open Channel Flow

☐ Complete one box from both Area and Calculation sections

Cross Sectional Area

☐ Circular Channel

- ☐ Less than half full
☐ Half full
☐ More than half full
☐ Full

Diameter 0

Depth 0

☐ Rectangular Channel

Width 0

Depth 0

Flow Calculation

☐ Continuity

Velocity

0

☐ Orifice

(Use only for head over a pipe flowing full with free discharge)

Depth of Water above orifice centerline 0

☐ Weir

(Use only for water flowing freely over weir)

Height of water above nappe 0

Width of weir 0

☐ Manning (If used, include photo of representative channel section)

Channel Slope

Channel Description	
Concrete lined	.016
Smooth earth	.025
Earth	.033
Rough bed, weeds on sides	.04
Smooth natural stream	.033
Rough natural stream	.1

Pumped System

☒

HP 3

Pressure Head (psi) 35

Elevation Head (ft) 50

Motor Mfg

Motor Serial #

Pump Type Submersible

Pump Mfg

Pump Serial#

New Contact Information

☐

New Contact Comments

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RIGHT ID

63 18213



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

November 9, 2001

RE: Investigation of Water Right Claims in the Snake River Basin Adjudication, Basin 63

Dear Claimant:

As you may be aware, the Idaho Department of Water Resources (IDWR) is commencing its Snake River Basin Adjudication (SRBA) investigation of water rights in the Boise River Basin (Basin 63). This investigation is a major effort, and IDWR has hired a contractor, Intrepid Engineering Services, to assist us with this task.

The purpose of this letter is to advise you that Intrepid might be contacting you to conduct a field investigation of your water use. This investigation is meant to provide important information to the IDWR Senior Water Resource Agent who will be making a recommendation for your water rights. Accordingly, we request that you provide Intrepid with access to your water diversion system so that their personnel can conduct this field examination. Intrepid will be gathering information on the rate of flow, diversion location and place of use of your water rights, and will be reporting this information to IDWR.

If you have sold your property in the Boise River Basin, we request that you forward this letter to the purchaser, so that the purchaser can report the new name and address to our office. If you are unable to forward this letter, please send any information regarding a new owner to our Western Regional Office located at 2735 Airport Way, Boise, 83705, (208) 334-2190.

The process of adjudicating your water rights is straightforward for most people, resulting in the issuance of decreed water rights on your property. Experience has shown that water users who work with our agency early in the process to ensure that their recordings are correct have a better experience than those who wait until IDWR has filed its findings with the SRBA Court. Thus, we encourage you to work with our staff and with Intrepid to ensure that the results accurately reflect your water uses.

Sincerely,

Jan Shurte
Adjudication Section Supervisor
Western Regional Office

Idaho Dept of Water Resources

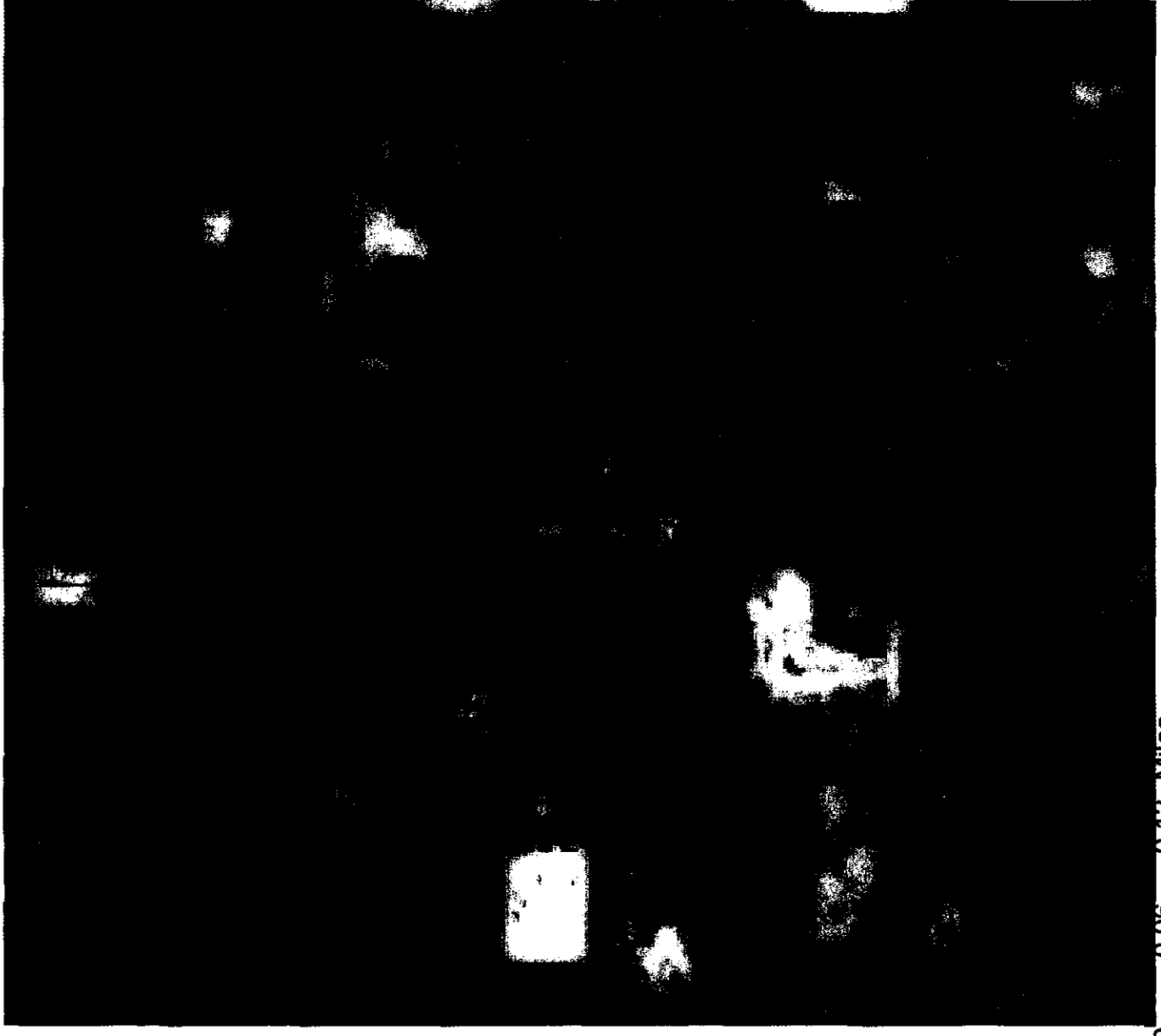
Claim No(s): 63-18213
T03N, R01E, S 12
Prepared by: Sue Bock
Date: 07/24/2002

● Point of Diversion

□ Place of Use

□ Section Lines

□ Quarter Quarter Lines



0 0.06 0.12 Miles

1987 NAPP