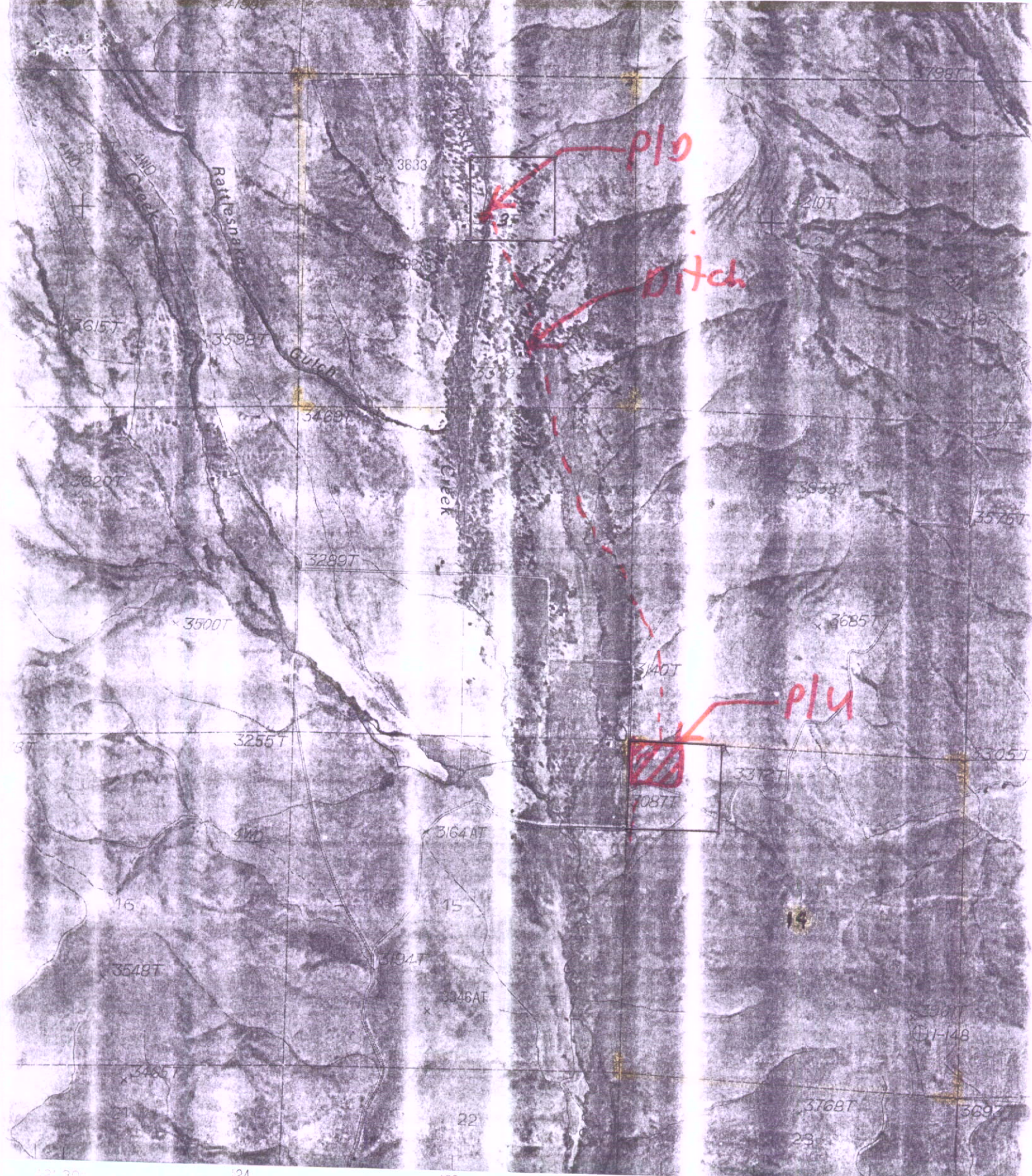
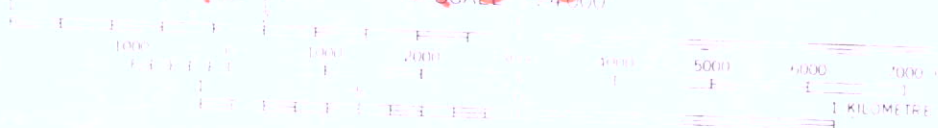




T15N R3W



A67-04510
RIPOFILMED
OCT 02 1992

Copies Of These Maps Can Be Obtained
At Bonneville Bl. B...

PHOTO PAGE 1 OF 1
DATE OF PHOTOS 6/6/91 OWNER RIPPENS
CLAIM NUMBER(S) A67-04510



P/O from Rush Creek for Rippens
Ditch. Looking N/NW, creek in background.
This is just N/NE of Wiggins-Newbold pipe
is Farness Ditch. Located in NWSWNE (or
possibly SWSWNE) S. 3.

See ASCS photo in Exam file for
67-07704 (Wiggins).

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 67-4510
Date Received: 10/3/89
Receipt No: M004772
Received By:

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

1. Name of Claimant(s): CARL M CASE Phone: (208) 257-3911
PO BOX 399
CAMBRIDGE ID USA 83610

JOANNE M CASE Phone: (208) 257-3911
PO BOX 399
CAMBRIDGE ID USA 83610

2. Date of Priority: 01/01/1922

3. Source: RUSH CREEK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
15N	03W	3	SW NE	WASHINGTON	

5. Description of diverting works:

HEADGATE, WEIR, AND DITCH FOR GRAVITY IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	5/01	10/31	0.34	
STOCKWATER	1/01	12/31	0.06	

7. Total Quantity Appropriated is:
0.4 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
15N	03W	14	NW NW NW NW		IRRIGATION STOCKWATER	15
Section Acres						15
Total Acres						15

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:

14. Remarks:

POINT OF DIVERSION WITHIN W 1/2 OF SWNE. WELL IS FOR DOMESTIC & STOCKWATER USES.
ASSUMED THAT RATE EXCEEDING 1" PER ACRE IS DUE TO DITCH LOSS
OWNERSHIP CHANGED BY LH 5/23/94
Ownership changed by DB 5/11/2001

15. Basis of Claim: Statutory Claim

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

RECEIVED

JAN 22 2001

WATER RESOURCES
WESTERN REGION

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, 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
67-4510					

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) are 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)
JACK RIPPEN
RT. 1 BOX 206 CAMBRIDGE ID 83610
CREED NOAH
CAMBRIDGE ID 83610

4. New Owner/Claimant(s)
CARL M & JOANNE M CASE
 Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address
PO BOX 399

City, State and ZIP Code
CAMBRIDGE ID 83610

New Telephone Number
208 257-3911

5. Date you acquired the property
MARCH 31, 1994

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.

Entire Right

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 <u>67-4510</u>		
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	<u>.17</u>	
Stock	<u>.03</u>	
Domestic	<u>—</u>	
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)
(include title if applicable)

Carl M. Reese

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

For Office Use Only

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**INSTRUCTIONS FOR FILING
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

Effective July 1, 2000, the Idaho Legislature amended Section 42-248, Idaho Code to include a provision for fees to file a Notice of Change in Water Right Ownership. Please see details at Item 8, below, to determine if fees are required for your filing.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter the number(s) at Item 1. Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

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

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

2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner/claimant(s) of the water right(s) at Item 3.
4. The name, mailing address, and telephone numbers of the new owner/claimant(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector "and", "or", or "and/or." If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign; however, only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.

6. You may have purchased only a portion of the water right(s) held by the seller. If this 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. For each water right requiring a split between owners, fill in the appropriate spaces in the box(es) at Item 6. Copy the page as many times as necessary to fully describe each water right after the change. Include documentation as necessary to describe nonstandard agreements or arrangements regarding division of the water right(s). **If the water right(s) will not be split, skip Item 6 and go to Item 7.**
7. The new owner(s) must sign the form in the space(s) provided at Item 7. If an "and" connector is used at Item 4, all parties must sign this form. If an "and/or" or "or" connector is used, all parties may sign; however, only one of the named parties is required to sign. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. The Legislature has waived the fee to file a Notice of Change in Water Right Ownership for any water right pending in a general water right adjudication such as the Snake River Basin Adjudication. This waiver ends when a partial decree is issued for the water right that has been claimed. For water rights not pending in a general adjudication, the filing fee is \$25 per water right, except for those water rights which will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right to be divided. When complete, you should retain a copy and return the original form to the IDWR office nearest you:

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

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

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

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

Noah to Case

CONTRACT OF SALE

THIS AGREEMENT, made and entered into this ____ day of November, 1994, by and between RANDY E. NOAH and KATHRYN A. NOAH, husband and wife, CREED A. NOAH and MARY NOAH, husband and wife, and BILL E. NOAH and ZOLA A. NOAH, husband and wife, hereinafter referred to as Seller, and CARL MICHAEL CASE and JOANNE MARIE CASE, husband and wife, hereinafter referred to as Buyer.

SALE: Seller, in consideration of the covenants and agreements of Buyer hereinafter contained, agrees to sell and convey unto Buyer, and Buyer agrees to buy all that certain real property, together with all and singular the rights and appurtenances thereto in anywise belonging, situated in the County of Washington, State of Idaho, described as follows, to-wit:

More particularly described on attached Exhibit "A".

PRICE AND TERMS OF PAYMENT: Buyer agrees to pay for the premises and Seller agrees to accept as the purchase price therefor the sum of THIRTY-NINE THOUSAND SIX HUNDRED TWELVE AND NO/100 (\$39,612.00) DOLLARS, payable as follows:

A. TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS down, the receipt of which is hereby acknowledged.

B. The balance of TWENTY-NINE THOUSAND SIX HUNDRED TWELVE AND NO/100 (\$29,612.00) DOLLARS shall be payable in equal monthly payments of \$367.15 per month, with the first payment being due on ^{January} ~~December~~ 1st 1994, and a like payment on the 1st day of each

and every month thereafter until both principal and interest are paid in full. Interest shall accumulate at the rate of eight and one-half percent (8 1/2%) per annum from November 1, 1994, and shall be included in said payments. In the event of a payment in the amount of \$5,000.00 or more, the remaining balance shall be reamortized at 8 1/2% for the remaining term.

C. Buyer shall have the right and privilege to make any and all payments in advance of the due date without suffering any penalty or disadvantage.

PRIOR ENCUMBRANCES: The parties acknowledge that title to the herein described real property is vested in Arnold M. Rippen, a single man, and Jack L. Rippen and Della Rippen, husband and wife. The Buyers are further aware that the Sellers herein (the Noahs) are purchasing this property and other real property pursuant to a Contract for the Sale of Real property dated the 31st day of March, 1994, wherein the Rippens are the Sellers and the Noahs are the Buyers. The Buyers herein further understand that Noahs will have said property paid in full prior to final payment under this Contract of Sale, thereby passing free and clear title to the Buyers herein. The parties further understand and agree that the Rippen/Noah Contract of Sale is escrowed with Weiser Valley Title, Weiser, Idaho, and that this Contract will likewise be escrowed at Weiser Valley Title. Weiser Valley Title is hereby authorized and instructed to notify the Buyers herein

in the event of any default which Noahs may incur in the Rippen/Noah Contract in order that the Buyers herein can have an opportunity to correct that default. Any such correction (in the form of payments made by the Buyers herein) shall be credited on this Contract of Sale.

WARRANTY DEED AND ESCROW: At the signing of this Contract of Sale, the Seller shall also execute his good and sufficient Warranty Deed conveying said property to the Buyer. This deed, together with an executed copy of this contract of sale, shall be lodged with Weiser Valley Title Company, Weiser, Idaho, as escrow holder. In carrying out the trust imposed in it hereby, said escrow holder shall be guided by the terms and conditions of this contract of sale. If and when the Buyer shall have complied with all of the terms and conditions of this contract of sale, then the escrow holder is directed to deliver all escrowed papers to the Buyer.

NOTICE OF LAND SALE CONTRACT: Upon the signing of this agreement, the Buyer and Seller shall also execute a Notice of Land Sale Contract, stating that a contract of sale has been entered into between these parties, and stating that said contract is escrowed as herein provided. Said notice shall be recorded with the County recorder in which the land is situated in order to give notice of the Buyer's interest in said property.

POSSESSION OF PROPERTY: Buyer may enter into immediate possession of such property and continue in such possession for

and during the life of this agreement. Buyer shall maintain such premises and all improvements thereon in good repair, shall permit no waste thereof, and shall take the same care thereof that a prudent owner would take.

TITLE INSURANCE: The Seller shall within a reasonable time and not more than thirty days from the date of contract, provide a title insurance policy in the amount of \$39,612.00 showing title vested in Arnold M. Rippen, a single man, and Jack L. Rippen and Della Rippen, husband and wife, subject, however, to the hereinabove described Contract for the Sale of Real Property dated March 31, 1994, current taxes, and any easements of record. Subject also to building restrictions and protective covenants, a copy of which are attached hereto as Exhibit "B" and incorporated herein the same as though set out in full. Buyers acknowledge that they have read those building restrictions and Protective covenants and agree to be bound thereby. Costs of the Title Insurance Policy shall be paid by Seller, and the original Policy shall be placed in escrow.

TAXES, ASSESSMENTS AND IMPROVEMENT LIENS: Seller covenants to have paid all taxes on the herein described property for the year 1993. All 1994 tax assessments, water assessments or other assessments levied on said property shall be prorated as of the ____ day of November, 1994. Thereafter, all taxes and assessments levied against said property shall be paid by the Buyer. The Buyer shall not allow any such taxes, assessments,

improvement liens, or other charges to become delinquent on said property during the term of this Agreement.

ADDRESSES: For the purposes of any notices required under the provisions of this agreement, the following are the addresses of the parties until such time as each shall notify the other in writing of a change of address:

Seller: Randy E. & Kathryn A. Noah
Creed A. Noah & Mary Noah
Bill E. Noah & Zola A. Noah
Cambridge, Idaho 83610

Buyer: Mr. & Mrs. Carl M. Case

INSPECTION OF PREMISES: The Buyer acknowledges that he has been given full opportunity for inspection and accepts the property in its present condition without relying on any representation of the Seller or his agents.

FIRE INSURANCE: Buyer shall keep the buildings erected, and to be erected, upon such property insured against fire in the amount of the reasonable insurable value thereof in insurance companies to be approved by the Seller for the mutual benefit and protection of the parties hereto, showing Sellers as named insureds. A copy of said insurance policy shall be placed in escrow.

FORFEITURE: Time and punctuality of payment are of the essence and a material part of this contract; and in the event Buyer shall default in the performance of the terms of this

agreement, Seller may cause notice in writing to be given to Buyer, specifying the matter in which such default occurred. The notice shall be served upon Buyer by depositing the same in any United States Post Office, addressed to Buyer at Buyer's address specified herein or such other address as Buyer shall request in writing to the escrow holder, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If Buyer shall fail to cure such default within thirty (30) days after the service of such notice as aforesaid, then Seller may elect to:

A. Declare the entire unpaid balance on the contract including principal, interest, taxes, assessments, attorneys' fees, and any other sums owing Seller to be immediately due and owing and,

B. Elect to either:

(1) Bring suit to establish the balance owing hereunder as a debt due by Buyer to Seller, and to foreclose this contract as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho relating to the foreclosure of real estate mortgages, including the right to a deficiency judgment; no notice to Buyer of election to pursue this remedy is required prior to suit, or (2) Declare this contract to be terminated due to said default. In that event, this contract shall be immediately terminated, and Buyer shall forfeit all rights to said premises, and all payments made hereon shall be

immediately terminated, and Buyer shall forfeit all rights to said premises, and all payments made hereon shall be retained by Seller as liquidated damages for the breach of this contract. In that event Buyer agrees to immediately surrender possession of the premises, and any improvements made thereon shall attach to and become a part of the real property, and shall be retained as liquidated damages. If notice of election of this remedy is not given in the notice of default, then an additional certified mail notice of the election to terminate the contract shall be given, and Buyer agrees to immediately vacate the premises upon receipt of the notice.

C. To pursue any other remedy in law or equity to enforce the performance of this contract, or to recover damages for breach thereof.

D. In the event it becomes necessary for either of the parties hereto to place this agreement in the hands of the attorney for enforcement of their rights hereunder, then the defaulting party agrees in such case to pay a reasonable attorneys' fee incurred by the prevailing party, and shall further pay the costs of preparation of any default notice, which sum shall be added to the balance due under the terms of this agreement, and payment of which shall be necessary to cure any default specified in such notice.

ESCROW FEE: It is mutually understood and agreed between the parties that the escrow fees will be equally divided between the parties.

LEGAL FEE: It is understood by all parties hereto that the attorneys drafting this agreement represent the Seller, and the Buyer is free to have this contract reviewed by an attorney of their own choosing. Buyer agrees to pay to the Seller an amount equal to one-half of the attorney fee incurred by the Seller as a reimbursement of the costs of drafting this agreement and accompanying documents.

ATTORNEY'S FEES: In the event suit or action arises hereunder for the enforcement of any of the rights of the parties hereto, the prevailing parties in such litigation shall be entitled, in addition to any other award meet by the Court, to a reasonable sum to be fixed by the Court for attorney's fees.

ADDITIONAL COVENANTS: This agreement expresses the entire agreement of said parties and no oral representations or warranties were made inducing either of the parties to enter into this Agreement. THIS AGREEMENT SHALL BE BINDING upon the heirs, executors, administrators and assigns of the parties hereto.

As used in this contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

IN WITNESS WHEREOF, the parties hereto have hereunto set
their hands and seals the day and year first above written.

Randy E. Noah
Randy E. Noah

Kathryn A. Noah
Kathryn A. Noah

Creed A. Noah
Creed A. Noah

Mary Noah
Mary Noah

Bill E. Noah
Bill E. Noah

Zola A. Noah
Zola A. Noah

"Sellers"

Carl Michael Case
Carl Michael Case

Joanne Marie Case
Joanne Marie Case

"Buyer"

STATE OF IDAHO)
) ss.
County of Washington)

On this the 30th day of November, 1994, before me the undersigned, a Notary Public in and for said State, personally appeared RANDY E. NOAH and KATHRYN A. NOAH, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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


Notary Public for said State
Residing at: Cambridge
Com exp 11-18-99

STATE OF IDAHO)
) ss.
County of Washington)

On this the 30th day of November, 1994, before me the undersigned, a Notary Public in and for said State, personally appeared CREED A. NOAH and MARY NOAH, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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


Notary Public for said State
Residing at: Cambridge
Com exp 11-18-99

STATE OF IDAHO)
) ss.
County of Washington)

On this the 30th day of November, 1994, before me the undersigned, a Notary Public in and for said State, personally appeared BILL E. NOAH and ZOLA A. NOAH, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

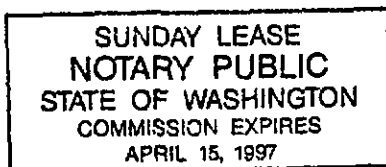
John O. Orem
Notary Public for said State
Residing at: Cambridge
Com exp 11-18-99

STATE OF Wash.)
) ss.
County of Clark)

DUPLICATE

On this the 21st day of November, 1994, before me the undersigned, a Notary Public in and for said State, personally appeared CARL MICHAEL CASE and JOANNE MARIE CASE, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



Sunday Lease
Notary Public for said State
Residing at: Vancouver
Ex. 4-15-97

IN TOWNSHIP 15 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN,
WASHINGTON COUNTY, IDAHO:

THAT PORTION OF THE NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 14 THAT LIES NORTH OF THE CENTERLINE OF COW CREEK ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 14, THENCE SOUTH 88°56'02" EAST 1318.17 FEET TO THE NORTHEAST CORNER OF SAID NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 14, THENCE SOUTH 00°22'59" WEST, ALONG THE EAST LINE OF SAID NW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 14, 1019.83 TO A POINT ON SAID CENTERLINE OF COW CREEK ROAD, THENCE ALONG SAID CENTERLINE THE FOLLOWING ELEVEN CONSECUTIVE COURSES: (1) NORTH 68°38' WEST 98.80 FEET; (2) NORTH 49°44' WEST 88 FEET; (3) NORTH 40°21' WEST 163 FEET; (4) NORTH 59°17' WEST 134 FEET; (5) NORTH 76°33' WEST 285 FEET; (6) NORTH 71°36' WEST 134 FEET; (7) NORTH 73°20' WEST 109 FEET; (8) NORTH 81°30' WEST 93 FEET; (9) SOUTH 87°06' WEST 61 FEET; (10) SOUTH 74°51' WEST 61 FEET; (11) SOUTH 66°42' WEST 237 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID SECTION 14; THENCE NORTH 00°33'25" EAST 718.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, T.15N., R.3W., B.M.; THENCE SOUTH 88°56'02" EAST, ALONG THE NORTH LINE OF SAID SECTION 14, 910 FEET; THENCE SOUTH 500 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST A DISTANCE OF 170 FEET; THENCE SOUTH A DISTANCE OF 250 FEET; THENCE WEST A DISTANCE OF 170 FEET; THENCE NORTH A DISTANCE OF 250 FEET TO THE TRUE POINT OF BEGINNING.

*Rippen to Noah***NOTICE OF CONTRACT OF SALE**

NOTICE IS HEREBY GIVEN that the real property described as follows:

IN TOWNSHIP 15 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN:

SECTION 18: LOTS 1 AND 2

IN TOWNSHIP 15 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN:

SECTION 12: SE1/4

SECTION 13: S1/2NW1/4; NE1/4SE1/4; NE1/4

**SECTION 14: NE1/4SE1/4; SE1/4NE1/4; NW1/4NW1/4;
S1/2NW1/4; N1/2SW1/4; SW1/4NE1/4;
NW1/4SE1/4;**

SAVE AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

Commencing at the Northwest corner of Section 14, Twp. 15 N., R. 3 W. B.M.; thence East on the said Section line a distance of 970 feet; thence South 500 feet to the true point of beginning; thence East a distance of 170 feet; thence South a distance of 250 feet; thence West a distance of 170 feet; thence North a distance of 250 feet to the point and place of beginning.

SUBJECT TO right-of-way for County Roads.

TOGETHER with all water, water rights, ditches, ditch rights, easements, hereditaments, minerals, and appertenances thereto.

This real property has been sold subject to the terms and conditions of an unrecorded contract of sale dated the 31st day of March, 1994.

SELLERS: JACK RIPPEN and DELLA RIPPEN,
husband and wife
3374 Cow Creek Road
Cambridge, Idaho 83610

ARNOLD M. RIPPEN,
a single man,
3374 Cow Creek Road
Cambridge, Idaho 83610

BUYERS: RANDY E. NOAH and KATHRYN A. NOAH,
husband and wife,
2874 Warfield Lane
Cambridge, Idaho 83610

CREED A. NOAH and MARY NOAH,
husband and wife,
3039 Highway 71
Cambridge, Idaho 83610

BILL E. NOAH and ZOLA A. NOAH
husband and wife
2490 West Pine Creek Road
Cambridge, Idaho 83610

POSSESSION: Under the terms of said contract Buyers are entitled to possession, use and occupancy of said property from the date of said contract so long as each and every covenant of said contract shall be faithfully performed by Buyers.

TITLE: Title to the property remains in Sellers until the entire purchase price is fully paid.

ESCROW AGENT: Weiser Valley Title
124 East Main Street
Weiser, Idaho 83672

INSTRUMENT NO. 159727
STATE OF IDAHO, COUNTY OF WASHINGTON ss.
Filed for record at the request of

WEISER VALLEY TITLE
36 Min. past FIFTEEN o'clock P. M.
This 31ST day of MARCH 1994

INDEX TO CONTRACT OF SALE
MARY KANTZ, Recorder. Fee: \$12.00
By Miss McKnight Deputy
WEISER VALLEY TITLE

Comp. Index
Comp. Rel.
Film
Compare
Card Rel.
Bk. Rel.
Up-date
Return
Copy

DATED this 31 day of March, 1994.

Jack Rippen
JACK RIPPEN Seller

Della Rippen
DELLA RIPPEN Seller

Arnold M. Rippen
ARNOLD M. RIPPEN Seller

Randy E. Noah
RANDY E. NOAH Buyer

Kathryn A. Noah
KATHRYN A. NOAH Buyer

Creed A. Noah
CREED A. NOAH Buyer

Mary Noah
MARY NOAH Buyer

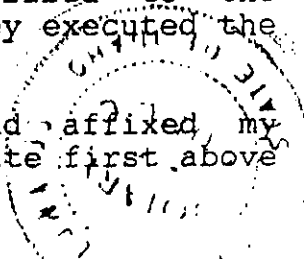
Bill E. Noah
BILL E. NOAH Buyer

Zola A. Noah
ZOLA A. NOAH Buyer

STATE OF IDAHO)
SS:)
County of Washington)

On this the 31st day of March, 1994, before me the undersigned, a Notary Public in and for said State, personally appeared JACK RIPPEN and DELLA RIPPEN, husband and wife, and ARNOLD M. RIPPEN, a single man, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

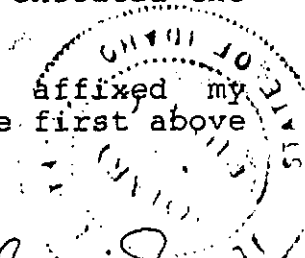
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.


Anna D. Edwards
Notary Public for Idaho
Residing at:
My Commission Expires: 3/27/97

STATE OF IDAHO)
SS:)
County of Washington)

On this the 31st day of March, 1994, before me the undersigned, a Notary Public in and for said State, personally appeared RANDY E. NOAH and KATHRYN A. NOAH, husband and wife, and CREED A. NOAH and MARY NOAH, husband and wife, BILL E. NOAH and ZOLA A. NOAH, husband and wife, known to me to be the persons whose names are subscribed to the foregoing 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 in this Certificate first above written.


Anna D. Edwards
Notary Public for Idaho
Residing at:
My Commission Expires: 3/27/97

RELEASE OF LIS PENDENS

COMES NOW, R. BRAD MASINGILL, attorney for RANDY E. NOAH and KATHRYN A. NOAH, husband and wife, and CREED A. NOAH and MARY NOAH, husband and wife, BILL E. NOAH and ZOLA A. NOAH, husband and wife, and hereby releases the Lis Pendens filed and recorded on the 8th day of March, 1993, as Instrument #156452 in Index to Notice of Action. This release is granted for the reason that the matter has been settled and the Noahs have purchased the subject property.


R. BRAD MASINGILL
Attorney at Law

SUBSCRIBED AND SWORN to before me, the undersigned, this 31st day of March, 1994.

INSTRUMENT NO. 159726
STATE OF IDAHO, COUNTY OF WASHINGTON ss.
Filed for record at the request of

WEISER VALLEY TITLE

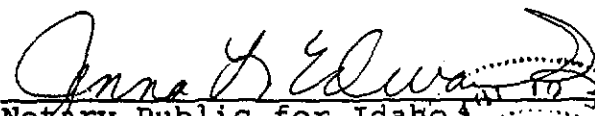
36 Min. past FIFTEEN o'clock P. M.
This 31ST day of MARCH 19 94

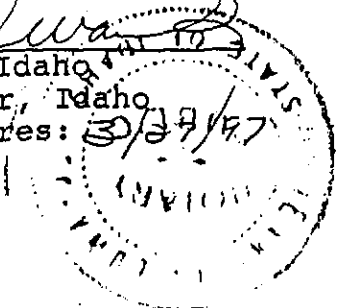
NOTICE OF ACTION-RELEASE.

MARY KAMTZ, Recorder, Fee: \$3.00

By J. McKnight Deputy

WEISER VALLEY TITLE


Notary Public for Idaho
Residing at: Weiser, Idaho
My Commission Expires: 3/29/97



☒ Cmp. Index
☒ Cmp. Rel.
☒ Film
☒ Compare
☒ Card Rel.
☒ Bk. Rel.
☒ Up. date
☒ Return
☒ Copy

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: **A67-04510**
Date Received: 10/ 3/1989
Receipt No: M004772
Received By: _____

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

1. Name: RANDY E NOAH
Address: 2874 WARFIELD LANE
CAMBRIDGE ID 83610
AND
Name: KATHRYN A NOAH
Address: 2874 WARFIELD LANE
CAMBRIDGE ID 83610
AND
Name: CREED A NOAH
Address: 3039 HIGHWAY 71
CAMBRIDGE ID 83610
AND
Name: MARY NOAH
Address: 3039 HIGHWAY 71
CAMBRIDGE ID 83610
AND
Name: BILL E NOAH
Address: 2490 WEST PINE CREEK ROAD
CAMBRIDGE ID 83610
AND
Name: ZOLA A NOAH
Address: 2490 WEST PINE CREEK ROAD
CAMBRIDGE ID 83610

2. Date of Priority: JAN 1, 1922

3. Source: RUSH CREEK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
15N	03W	3	SW	NE			WASHINGTON

5. Description of diverting works:

HEADGATE, WEIR, AND DITCH FOR GRAVITY IRRIGATION

MICROFILMED

AUG 15 1994

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	05/01	10/31	0.340		
STOCKWATER	01/01	12/31	0.060		

7. Total Quantity Appropriated is:

0.400 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 45.0 Acre Feet Per Annum.

9. Non-irrigation uses:

S/18 DAIRY, 20 RANGE

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
15N	03W	14	NW	NW	IRR	15.0
			NW	NW	STOCK	
					Section Acres	15.0
					Total Acres	15.0

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:

A67-04514 OTHER RUSH CK. P/D OTHER AC; A67-10494 WELL

14. Remarks:

POINT OF DIVERSION WITHIN W 1/2 OF SWNE. WELL IS FOR DOMESTIC & STOCKWATER USES. ASSUMED THAT RATE EXCEEDING 1" PER ACRE IS DUE TO DITCH LOSS.

OWNERSHIP CHANGED BY LH 5/23/94.

15. Basis of Claim: STATUTORY CLAIM

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: _____

MICROFILMED

AUG 05 1994

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 _____

MICROFILMED

AUG 05 1994



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED

MAY 09 1994

WATER RESOURCES
WESTERN REGION

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

- SEE ATTACHED LEGAL DESCRIPTION
- [] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- [] Water Right Number(s)
Assigned by IDWR: SEE ATTACHED A67-10494, A67-04510
- [] Name and Address of Former Owner/Claimant(s)(Seller): JACK AND DELIA RIPPEN AND ARNOLD RIPPEN
RT. 1 BOX 207
CAMBRIDGE, IDAHO 83610
- [] New Owner/Claimant (Purchaser): RANDY AND KATHRYN NOAH
CREED AND MARY NOAH
- [] New Mailing Address: BILL AND ZOLA NOAH
- [] New Telephone Number: () _____ - _____
- [] Does the change in ownership result in a splitting of the water right owned/claimed? yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
- _____
- _____
- _____

- [] Attach proof of ownership, describe proof attached: COPY OF RECORDED NOTICE OF CONTRACT
(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)
- [] Signature of New Owner/Claimant(s): Randy E. Noah Date 3/31/94
Mary Noah Date 3/31/94
- [] Signature of ~~New~~ Former Owner/Claimant(s): Jack E. Noah Date 3/31/94
Randy E. Noah Date 3/31/94

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 5-23-94 By: [Signature]

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: 5-23-94 By: [Signature]

Claim Numbers of Split, if any:

MICROFILMED

AUG 05 1994

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

NOTICE OF CONTRACT OF SALE

NOTICE IS HEREBY GIVEN that the real property described as follows:

IN TOWNSHIP 15 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN:

SECTION 18: LOTS 1 AND 2

IN TOWNSHIP 15 NORTH, RANGE 3 WEST OF THE BOISE MERIDIAN:

SECTION 12: SE1/4

SECTION 13: S1/2NW1/4; NE1/4SE1/4; NE1/4

*SECTION 14: NE1/4SE1/4; SE1/4NE1/4; NW1/4NW1/4;
S1/2NW1/4; N1/2SW1/4; SW1/4NE1/4;
NW1/4SE1/4;*

SAVE AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

Commencing at the Northwest corner of Section 14, Twp. 15 N., R. 3 W. B.M.; thence East on the said Section line a distance of 970 feet; thence South 500 feet to the true point of beginning; thence East a distance of 170 feet; thence South a distance of 250 feet; thence West a distance of 170 feet; thence North a distance of 250 feet to the point and place of beginning.

SUBJECT TO right-of-way for County Roads.

TOGETHER with all water, water rights, ditches, ditch rights, easements, hereditaments, minerals, and appertenances thereto.

This real property has been sold subject to the terms and conditions of an unrecorded contract of sale dated the 31st day of March, 1994.

MAILED
AUG 05 1994

SELLERS: JACK RIPPEN and DELLA RIPPEN,
husband and wife
3374 Cow Creek Road
Cambridge, Idaho 83610

ARNOLD M. RIPPEN,
a single man,
3374 Cow Creek Road
Cambridge, Idaho 83610

BUYERS: RANDY E. NOAH and KATHRYN A. NOAH,
husband and wife,
2874 Warfield Lane
Cambridge, Idaho 83610

CREED A. NOAH and MARY NOAH,
husband and wife,
3039 Highway 71
Cambridge, Idaho 83610

BILL E. NOAH and ZOLA A. NOAH
husband and wife
2490 West Pine Creek Road
Cambridge, Idaho 83610

POSSESSION: Under the terms of said contract Buyers are
entitled to possession, use and occupancy of said property from the
date of said contract so long as each and every covenant of said
contract shall be faithfully performed by Buyers.

TITLE: Title to the property remains in Sellers until the
entire purchase price is fully paid.

ESCROW AGENT: Weiser Valley Title
124 East Main Street
Weiser, Idaho 83672

INSTRUMENT NO. 159727
STATE OF IDAHO, COUNTY OF WASHINGTON ss.
Filed for record at the request of

WEISER VALLEY TITLE

36 Min. past FIFTEEN o'clock P.M.

This 31ST day of MARCH 1994

INDEX TO CONTRACT OF SALE

MARY KANTZ, Recorder. Fee: \$12.00

By [Signature] Deputy

WEISER VALLEY TITLE

MICROFILMED

☒ Emp. Index
☒ Comp. Rel.
☒ Film
☒ Compare
☒ Card Rel.
☒ Bk. Rel.
☒ Up-date
☒ Return
☒ Copy

2mnt: Notice Of Sale (Noah)

AUG 05 1994

DATED this 31 day of March, 1994.

Jack Rippen
JACK RIPPEN Seller

Della Rippen
DELLA RIPPEN Seller

Arnold M. Rippen
ARNOLD M. RIPPEN Seller

Randy E. Noah
RANDY E. NOAH Buyer

Kathryn A. Noah
KATHRYN A. NOAH Buyer

Creed A. Noah
CREED A. NOAH Buyer

Mary Noah
MARY NOAH Buyer

Bill E. Noah
BILL E. NOAH Buyer

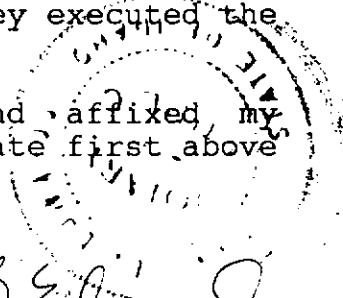
Zola A. Noah
ZOLA A. NOAH Buyer

INDEXED
FILMED
AUG 05 1994

STATE OF IDAHO)
SS:
County of Washington)

On this the 31st day of March, 1994, before me the undersigned, a Notary Public in and for said State, personally appeared JACK RIPPEN and DELLA RIPPEN, husband and wife, and ARNOLD M. RIPPEN, a single man, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

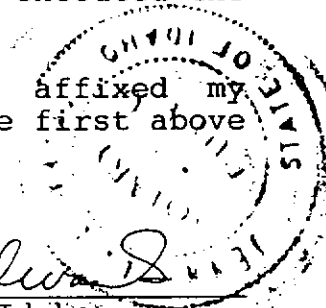
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.


Jenna B. Edwards
Notary Public for Idaho
Residing at:
My Commission Expires: 3/27/97

STATE OF IDAHO)
SS:
County of Washington)

On this the 31st day of March, 1994, before me the undersigned, a Notary Public in and for said State, personally appeared RANDY E. NOAH and KATHRYN A. NOAH, husband and wife, and CREED A. NOAH and MARY NOAH, husband and wife, BILL E. NOAH and ZOLA A. NOAH, husband and wife, known to me to be the persons whose names are subscribed to the foregoing 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 in this Certificate first above written.


Jenna B. Edwards
Notary Public for Idaho
Residing at:
My Commission Expires: 3/27/97

NOT RECORDED
AUG 05 1994

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: A67-04510
Date Received: 10/03/1989
Receipt No: M004772
Received By: RL

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JACK RIPPEN 208-257-3731
Address: RT. 1 BOX 206
CAMBRIDGE, ID 83610
AND/OR
Name: DALE RIPPEN
Address: RT. 1 BOX 206
CAMBRIDGE, ID 83610
AND/OR
Name: ARNOLD RIPPEN
Address: CAMBRIDGE, ID 83610

2. Date of Priority: JAN 01, 1922

3. Source: RUSH CREEK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
15N	03W	3	SW	NE			WASHINGTON

5. Description of diverting works:
HEADGATE, WEIR, AND DITCH FOR GRAVITY IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	05/01	10/31	0.340		
STOCKWATER	01/01	12/31	0.060		

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

8. Total consumptive use is 45.0 Acre Feet Per Annum.

9. Non-irrigation uses:
S/18 DAIRY, 20 RANGE
A67-04510

Page 1

Date: 10/03/89

MICROFILMED

OCT 02 1992

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
15N	03W	14	NW	NW	IRR	15.0
			NW	NW	STOCK	
					Section Acres	15.0
					Total Acres	15.0

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:
A67-04514 OTHER RUSH CK. P/D OTHER AC; A67-10494 WELL

14. Remarks:
POINT OF DIVERSION WITHIN W 1/2 OF SWNE. WELL IS FOR DOMESTIC &
STOCKWATER USES. ASSUMED THAT RATE EXCEEDING 1" PER ACRE IS DUE
TO DITCH LOSS.

15. Basis of Claim: STATUTORY CLAIM

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

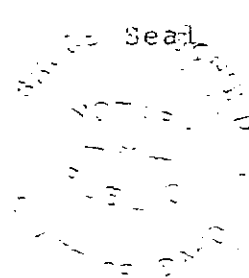
For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

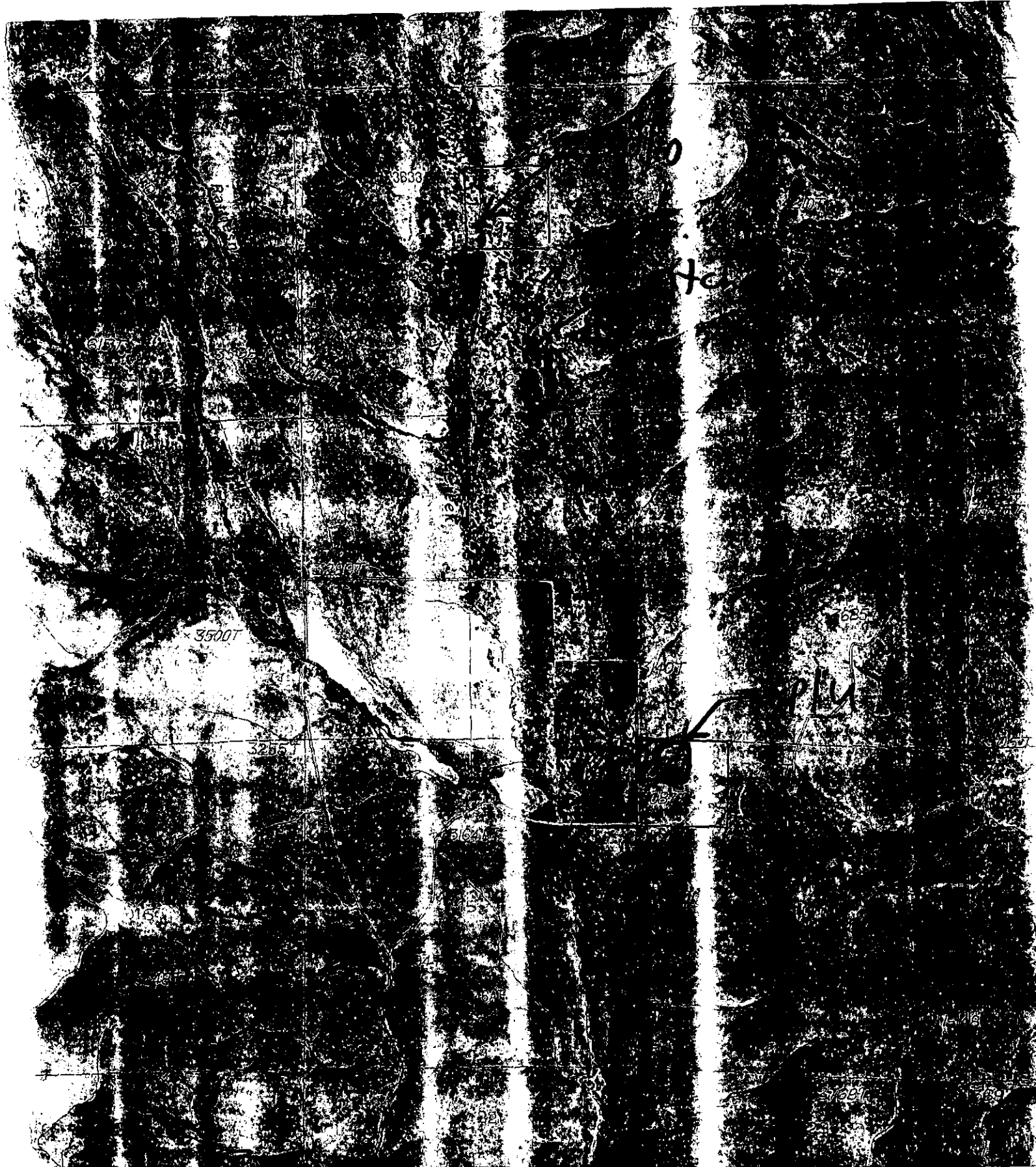
Signature of Claimant(s): Jack Rippey Date: 10/3/89
Date: _____

State of Idaho)
County of Washington) SS.

Subscribed and sworn (or affirmed) before me this 3 day
of Oct 19 89 Thane A M
Notary Public

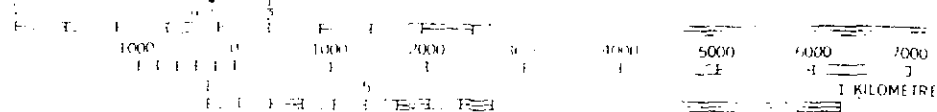


Residing at BALCON SPRING, WASHINGTON
My Commission Expires APRIL 11, 1995



12' 30" 24 25 26 40' 27

T15N R3W



1 MILE

A67-04510
RIPOFILMED

Copies Of These Maps Can Be Obtained
At Room 111, 5th Floor

OCT 02 1992



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

May 11, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

CARL M CASE
JOANNE M CASE
PO BOX 399
CAMBRIDGE ID 83610

Re: Notice of Claim to a Water Right No. 67-04510

Dear Claimants:

Enclosed is a copy of the above referenced claim, which reflects the change in ownership of the land and appurtenant water rights covered under the original filing.

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.

Thank you for your patience and cooperation, as we have had several ownership changes to process. If you have any questions concerning the enclosed claim, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

Denise Buffington
Office Specialist I
Adjudication Section
Western Region Office

DB:db

Enclosure



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

May 23, 1994

Re: Notices of Claim to a Water Right Nos. A67-04510, A67-10494

Bill E. Noah
Zola A. Noah
2490 West Pine Creek Road
Cambridge, ID 83610

Mr. & Mrs. Noah:

Enclosed are copies of the above referenced claims which reflect the change in ownership of the land and appurtenant water rights covered under the original filings.

The Department will contact you in the future concerning any requirements that may be needed in order to process these claims for final court decree.

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

Sincerely,

Adjudication Staff
Department of Water Resources
Western Region Office
(208) 334-2190

LH:1

cc: Jack & Della & Arnold Rippen
Randy & Kathryn Noah
Creed & Mary Noah

MICROFILMED

AUG 05 1994

Wiggins

11/8/91

PG. 1 of

67-07704, 67-07723

OVERLAP REVIEW

P/O - see ASCS photo for 3 divisions close together

67-07704
67-07723 } Wiggins } Same diversion pipe from creek.
67-04542 } } Diversion capacity = 3.57 cfs
67-04490 - Newbold }

67-04154 Farrens } Same diversion ditch (Farrens Ditch)
A67-11094 Atteberry } but separate from Wiggins-Newbold.
Located adjacent to Wiggins-Newbold pld.

67-04510 Riggins Ditch located just north/northwest of the above two diversions.

P/U

Same acres, Wiggins { 67-07704 } same area, total of $\frac{80.1 \text{ ac}}{60 \text{ ac}} = 1.3 \text{ ac/ac}$ from storage
67-07723 }
67-04542 stat. claim $\frac{1.80 \text{ cfs}}{60 \text{ ac}} = .03 \text{ cfs/ac}$ live flow

claims 25 ac. in NSW & 35 ac. in NESW

NOTE: A67-04542 claims $\frac{.80 \text{ cfs}}{40 \text{ ac}} = .02 \text{ cfs/ac}$

claims 40 ac. in NWSE.

MICROFILMED

Only 32 ac. found in NWSE. OCT 02 1992

Does owner want to amend A67-04542 to change 8 ac. to NESW? to increase acre to 60 per 6/6/91 exam results? to increase flow to $60 \times .02 = 1.20$?

to be determined
in
SRBA
Recommendations
at
later
date

OVERLAP REVIEW, CONTINUEDFOR SRBA PURPOSES:

Common Diversion For	A67-07704	1.40 cfs
	A67-07723	1.00 cfs
	A67-04542	.80 cfs (increase to 1.2 [?])
	A67-04490	1.44 cfs
		<u>4.64 cfs</u>

- System capacity measured at high flow 3.57 cfs

- Volume capacity for std. season 3/15 - 11/15:

$$(3.57)(246)(1.9835) = 1741.9 \text{ A.F.A.}$$

- Irrig. Req't (diversion volume) for $\frac{\text{area}}{\text{acre}} = 4.0 \text{ AFA/AC}$

$$\frac{1741.9}{4} = 435.5 \text{ acres can receive full div. volume from 3.57 cfs diversion}$$

CC: A67-04542

A67-04570

A67-04490

A67-11694

67-04154

MICROFILMED

OCT 02 1992

(no AS claim found 11/8/91 per AS2)

PHOTO PAGE 1 OF 1

DATE OF PHOTOS 6/6/91 OWNER RIPPENS

CLAIM NUMBER(S) A67-04510



P/O from Rush Creek for Rippens
Ditch. Looking N/NW, creek in background.
This is just N/NE of Wiggins-Newbold pipe
is Farrens Ditch. Located in NWSWNE (or
possibly SWSWNE) S. 3.

See ASCS photo in Exam file for
67-07704 (Wiggins).

MICROFILMED

OCT 02 1992