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JUL 20 2011

DEPARTMENT OF
WATER RESOURCES

DISTRICT COURT - SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

JUL 19 2011

By

Clerk
Deputy Clerk

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

)

Subcase: 02-10457

)

Case No. 39576

)

ORDER GRANTING MOTION TO FILE
LATE NOTICE OF CLAIM

)

)

)

On April 27, 2011, Joseph and Patricia Berrueta filed a *Motion to File Late Notice of Claim* for the above-captioned water right. Hearing was held on the *Motion* on July 19, 2011. This *Motion* complied with all procedural requirements under **SRBA Administrative Order 1**, and no objections were made to this late Notice of Claim.

THEREFORE, IT IS ORDERED, that the *Motion to File a Late Notice of Claim* for the above-captioned water right is **granted**.

The original Notice of Claim, as well as any attached filing fees, and a copy of this **Order** will be forwarded to the Idaho Department of Water Resources for further action. Following investigation by the Idaho Department of Water Resources, recommendation for the claim will be reported in the next *Late Claims Director's Report* which is issued on an annual basis. This modifies the provisions of **SRBA Administrative Order 1** 4d(2)(h).

IT IS SO ORDERED.

Dated: July 19, 2011.



ERIC J. WILDMAN
Presiding Judge
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I certify that a true and correct copy of the ORDER GRANTING MOTION TO FILE LATE NOTICE OF CLAIM was mailed on July 19, 2011, with sufficient first-class postage to the following:

JOSEPH BERRUETA
PATRICIA BERRUETA
PO BOX 385
NAMPA, ID 83653
Phone: 208-495-2016

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

A handwritten signature in cursive script, appearing to read "Julie Murphy", is written over a horizontal line. The signature is fluid and stylized, with the first and last names being clearly legible.

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: 2-10457

Date Received:

Received By:

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

1. Name of Claimant(s)

PATRICIA BERRUETA Phone:(208) 495-2016
PO BOX 385
NAMPA ID 83653

JOSEPH BERRUETA Phone:(208) 495-2016
PO BOX 385
NAMPA ID 83653

2. Date of Priority: 8/12/1967

3. Source: SNAKE RIVER Tributary to: COLUMBIA RIVER

4. Point of Diversion:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>1/4 of 1/4 of 1/4</u>	<u>Lot</u>	<u>County</u>	<u>Type</u>
01S	02W	34	NE NE		OWYHEE	

5. Description of diverting works:

6. Water is used for the following purposes:

<u>Purpose</u>	<u>From</u> <u>To</u>	<u>C.F.S.</u>	<u>(or) A.F.A</u>
DOMESTIC	01/01 12/31	0.01	

7. Total Quantity Appropriated is: 0.01 C.F.S. and/or A.F.A

8. Non-irrigation uses:

9. Place of use:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>1/4 of 1/4</u>	<u>Lot</u>	<u>Use</u>	<u>Acres</u>
01S	02W	35	SW NW		DOMESTIC	

Section Acres

Total Acres

10. Place of use in counties: OWYHEE

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

12. Other Water Rights Used:

13. Remarks:

2-10457

4/18/2011

Priority date description:

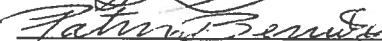
Description of use: Water Use Description
DOMESTIC

14. Basis of Claim: Beneficial Use

15. 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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

For Individuals: I/We do solemnly swear or affirm under penalty or perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s):  Date: 4-22-11
 Date: 4-22-11

For Organizations: I do solemnly swear or affirm under penalty or perjury that I am

_____ of _____
Title Organization

That I have signed the foregoing document in the space below as

_____ of _____
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date: _____

Title and Organization _____

Please print name

7. GENERAL PROVISIONS:

A. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the Grants of Easement. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement. This Agreement may only be modified in writing executed by both Grantor and Grantee.

B. Survival Of Covenants. The terms, conditions, covenants, and warranties of the parties hereto shall continue to bind the parties after execution and recording of the final Grants of Easement.

C. Necessary Documents. The parties hereto agree to execute and deliver to one another any document or instrument necessary to confirm the intent of the parties hereto as expressed in this Agreement.

D. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors-in-interest, and assigns, except where there is a specific reservation of assignment rights as noted above. The final Grants of Easement shall run with the land. This Agreement shall be construed in accordance with and governed by the Laws of The State of Idaho, Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto and their respective successors and assigns, any rights or remedies.

E. Water Pipe Line. Grantee recognizes the existence and location of Grantor's water pipe line that crosses a portion of the Five Acre Parcel, which water pipe line is for sole purpose of providing irrigation water from its source to the Servient Parcel. Grantor shall acknowledge and permit Grantee utilization of one water opening in said water pipe for use on the Five Acre Parcel. Grantee shall continue to permit Grantor to leave that portion of the Grantor's water pipe line that is situate on the Five Acre Parcel and extends permission to Grantor to have limited access to Five Acre Parcel for the sole purpose of making repairs or to maintain the water pipe line as it is situate on the Five Acre Parcel.

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Idaho Land Office
P. O. Box 2237
Boise, Idaho 83701

DECISION
:

Right-of-Way Granted

DETAILS OF GRANT

Serial number of grant: **I-1643**

Name of grantee: **Lanus G. Givens**

Map showing the location and dimensions of grant:

Map designations: **Irrigation pipeline for Lanus G. Givens**

Date filed: **August 1, 1967**

Permitted use by grantee: **Irrigation pipeline**

Authority for grant: **Act of March 3, 1891 (26 Stat. 1101), as amended.**

Regulations applicable to grant:

Code reference: **43 CFR Sections 2234.1 and 2234.3-1**

Circular number(s): **2161**

Date of Grant: **OCT 19 1967**

Expiration date of Grant: **--**

Rental: **None**

Amount:

When payable by grantee:

TERMS AND CONDITIONS OF GRANT

Pursuant to the authority vested in the undersigned by Order No. 701 of the Associate Director, Bureau of Land Management, dated July 23, 1964, (29 F.R. 10526), as amended, a right-of-way, the details of which are shown above, is hereby granted subject to the following terms and conditions.

1. All valid rights existing on the date of the grant.
2. All regulations in the circular(s) specified above.
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows:

- (a) Pursuant to 43 CFR 2234.1-3(c), the District Manager, Boise District Office, 230 Collins Road Boise, Idaho, has the authority to conduct all business with the grantee with respect to use of lands and disposition of resources, and the grantee is requested to contact the above-designated official prior to the beginning of construction.

- (b) Attached Bureau of Reclamation stipulations.

ORVAL G. HADLEY

Orval G. Hadley
Manager, Land Office

ILO-2234-113
7-67

cc: Bureau of Reclamation
District Manager, I-1
Case file/VSS:jk, 10/19/67
FASC 5 years

I hereby certify this to be a true copy of the document on file in the Boise District Office, Bureau of Land Management, Boise, ID

Llewellyn D. Carpenter
Certifying Officer

I hereby certify this to be a true copy of the document on file in the Boise District Office, Bureau of Land Management, Boise, ID

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E A S E M E N T

THIS INDENTURE Made and entered into this 12th day of August, 1967, by and between Phillip Smith, the party of the first part, and hereinafter designated and referred to as the Grantor, and Lanus G. Givens and Ruby H. Givens, husband and wife, the parties of the second part and hereinafter designated and referred to as the Grantees;

W I T N E S S E T H:

That the grantor, for and in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents, do grant, bargain, sell, convey and confirm unto the Grantees and to their heirs and assigns forever, a perpetual easement for installation and maintenance of a buried irrigation pipe line right of way Fifty (50) feet in width and located as follows:

Along the entire west side and coarsing in a Northwesterly to Southeasterly direction in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 35, Township 1 South, Range 2, West of the Boise Meridian, Owyhee County, Idaho.

It is understood that the Grantees have already made and placed the aforesaid construction on the premises and lands owned by the Grantor and as presently situated, the items of construction will be permanently located. The Grantees warrant that they have not caused, suffered or permitted the lodging of any liens against the land and property of the Grantor, and that at no time during such construction have said Grantees been acting as the agents or servants of said Grantor.

The Grantees shall have the right, at all times, to go upon the premises aforesaid for the purpose of making repairs and replacements of all or any part of the buried pipe line, as well as

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patrolling said installations for the detection of necessary repairs or replacements. The Grantees shall indemnify the Grantor for any losses or damages suffered by the Grantor resultant from any break down, for whatever cause, of the buried pipe line.

This indenture and all of the appurtenant rights, privileges and duties shall bind the heirs, executors, administrators and assigns of the Grantor and Grantees, respectively.

IN WITNESS WHEREOF The parties have hereunto set their hands and seals the day and year in this easement first above written.

Philip Smith
GRANTOR.

James E. Lawrence
Robert W. Stevens
GRANTEES.