

Idaho Department of Water Resources

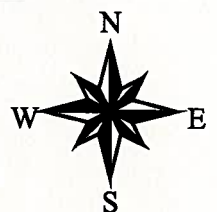
1987 NAPP



0 0.25 0.5 0.75 1 1.25 1.5 1.75 Miles

Claim Number: 03-7001b
Legal: T11N, R05W, S20
Reviewed By: MRM 09/21/05

- Point of Diversion
- Place of Use
- Section Lines
- Quarter Quarter Lines



Idaho Department of Water Resources

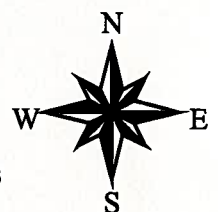
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-  Section Lines
-  Quarter Quarter Lines



IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM/ID: 03-07001 B

Date: 11-25-02

	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	11N	5W	20									8			28					36
GIS												8.7			27.7					36.4
Claim																				
GIS																				
Claim																				
GIS																				
Claim																				
GIS																				

Number of POD's 1 Lot 3

Total Claimed Acres: 36

Overlapping FOU Claim #'s:

Total GIS Acres: 36.4

COMMENTS:

Per claim map & county data.

Idaho Department of Water Resources

Claim Number: 03-07001B
Legal: T11N, R05W, S20
Reviewed By:

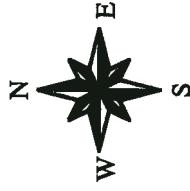
● Point of Diversion
(Located outside of view)



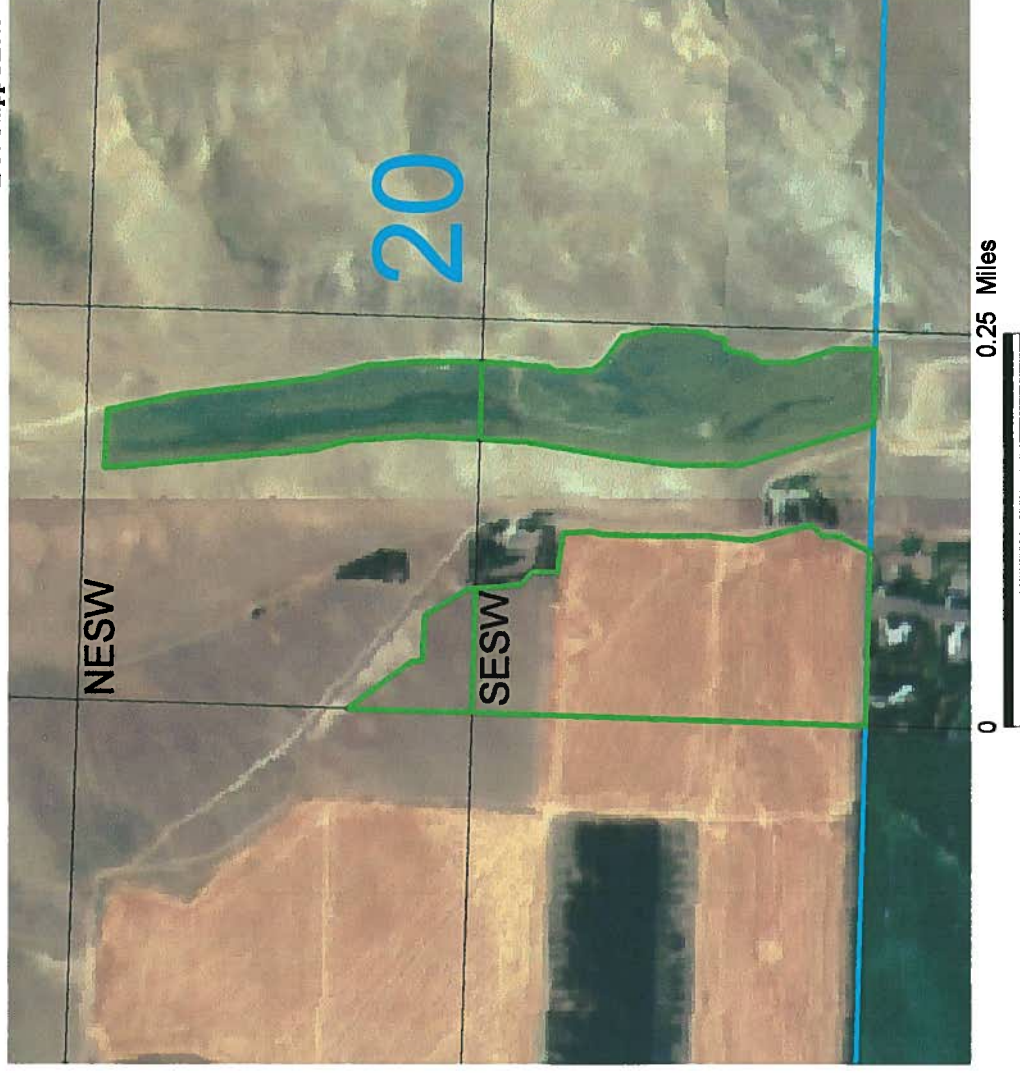
Place of Use

Section Lines

Quarter Quarter Lines



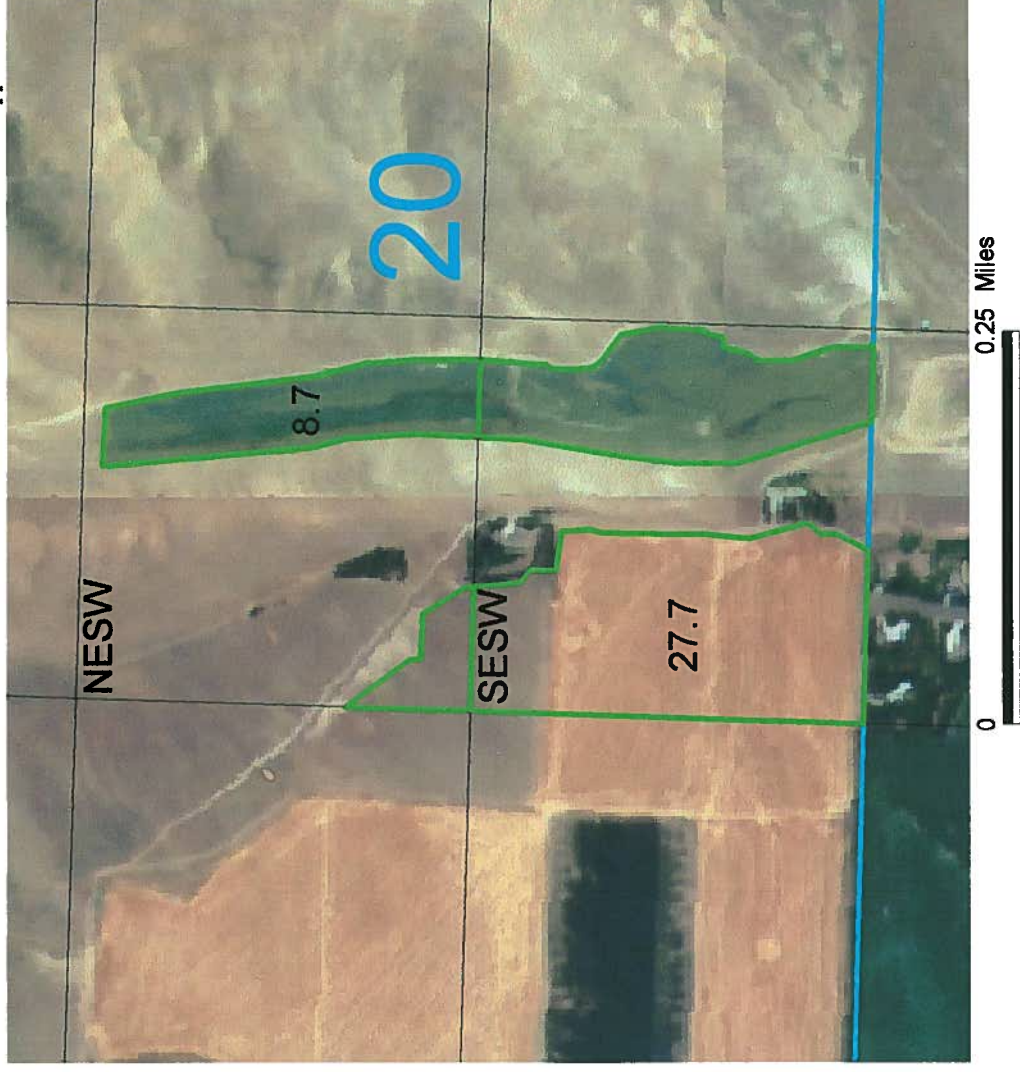
1987 Naapp Photo



Idaho Department of Water Resources

Claim Number: 03-07001B
Legal: T11N, R05W, S20
Reviewed By:

1987 Napp Photo



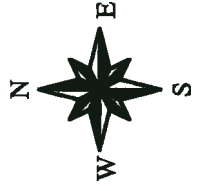
Point of Diversion
(Located outside of view)



Place of Use

Section Lines

Quarter Quarter Lines



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: A03-07001B
Date Received: 9/21/1989
Receipt No: X777777
Received By: _____

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

1. Name: WILLIAM J GUTHRIE 208-549-0862
Address: 30 OLTMAN RD
WEISER ID 83672
AND/OR
Name: MARY GUTHRIE 208-549-0862
Address: 30 OLTMAN RD
WEISER ID 83672

2. Date of Priority: FEB 21, 1968

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
11N	05W	31	SE	NW		3	WASHINGTON

5. Description of diverting works:
PUMP & PIPELINE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.590		162.00

7. Total Quantity Appropriated is:
0.590 C.F.S. (and/or) 162.00 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
11N	05W	20	NE	SW		IRR	8.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
11N	05W	20	SE	SW		IRR	28.0
Section Acres							36.0
Total Acres							36.0

11. Place of use in counties: WASHINGTON, MINIDOKA

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

13. Other Water Rights Used:

14. Remarks:

THIS CLAIM IS A RESULT OF A CHANGE IN OWNERSHIP FOR A PORTION
OF CLAIM A03-07001, FEE PAID UNDER RECEIPT NO. W006020.
KW 9/13/1996

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
) SS.
County of _____)

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

Notary Public

Seal

Residing at _____

My Commission Expires _____



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

RECEIVED

MAR 19 1996

WATER RESOURCES
WESTERN REGION

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 11N Range 5W
 Section 20, 1/4 of 1/4 of 1/4 Govt. Lot , BM. SE1/4NW1/4
 Lot , Block , Subdivision/Townsite . NE1/4SW1/4
 If you have additional legal descriptions, please attach separate sheet. SE1/4SW1/4

☐ 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) A03-07001
 Assigned by IDWR: _____

☐ Name and Address of Former Owner/Claimant(s)(Seller): DARLENE MC GINNIS (PRIOR TO NORTHWEST)
NORTHWEST FARM CREDIT SERVICES ACA
411 BLAINE ST

☐ CALDWELL ID 83605

☐ New Owner/Claimant (Purchaser): WILLIAM J &/OR MARY GUTHRIE
30 OLTMAN ROAD

☐ New Mailing Address: WEISER ID 83672

☐ New Telephone Number: (208) 549 - 0862

☐ Does the change in ownership result in a splitting of the water right owned/claimed? XX yes no
 If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
LANDS IN E1/2SW1/4, SEC. 20, T11N, R5W AND PROPORTIONATE AMOUNT OF
WATER AS SHOWN ON LICENSE.

☐ Attach proof of ownership, describe WARRANTY DEEDS - IN FILE A03-07001
 proof attached: _____

(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)

Date 3-18-96Date 3-18-96

☐ Signature of Former Owner/Claimant(s): _____

Date _____

Date _____

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed: _____

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: 9/13/96 By: KW

Claim Numbers of Split, if any: _____

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

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OCT 24 1996

100-94-4741

INSTRUMENT NO. 162074
PAGE 1 OF 3

WARRANTY DEED

For Value Received

DARLENE MCGINNIS, a single person

The grantor does hereby grant, bargain, sell and convey unto

WILLIAM J. GUTHRIE AND MARY J. GUTHRIE, husband and wife
the grantees, whose current address is

P.O. BOX 622, WEISER, ID 83677
the following described premises, in WASHINGTON

County Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

Together with all water, water rights, ditches and ditch rights appurtenant thereto
and in anywise belonging.

Subject to all valid outstanding reservations, easements, rights-of-way, restrictions,
dedications, mineral leases, mineral reservations and mineral conveyances of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantor does hereby covenant to and
with the said Grantee, that she the owner in fee simple of said premises; that they are free
from all incumbrances

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

Dated: DECEMBER 16, 1994

Darlene McGinnis
DARLENE MCGINNIS

MICROFILMED
OCT 24 1996

STATE OF IDAHO, COUNTY OF WASHINGTON
On this 16th day of DECEMBER, 1994,
before me, a notary public in and for the State of Idaho,

STATE OF IDAHO, COUNTY OF WASHINGTON
I hereby certify that this instrument was filed for record at the

INST

EXHIBIT "A"

IN TOWNSHIP 11 NORTH, RANGE 5, WEST BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

Section 20: SE1/4SW1/4, SAVE AND EXCEPT ALL THAT PART OF THE SE1/4SW1/4 LYING EASTERLY OF AN EXISTING ROAD DESCRIBED AS: Beginning at the East end of Oltman Road as shown on the Official Plat of VALLEY VIEW SUBDIVISION now on file in the office of the County Recorder of Washington County, Idaho, and running Northerly and Westerly over and across the E1/2SW1/4 and the NW1/4SW1/4 of Section 20 to the West line of said NW1/4SW1/4.

TOGETHER WITH AND SUBJECT TO an ingress-egress easement along an existing roadway described as follows: Beginning at the East end of Oltman Road as shown on the Official Plat of VALLEY VIEW SUBDIVISION now on file in the office of the County Recorder of Washington County, Idaho, and running Northerly and Westerly over and across the E1/2SW1/4 and the NW1/4SW1/4 of Section 20 to the West line of said NW1/4SW1/4.

SAVE AND EXCEPT THEREFROM the following described tract of land:

Commencing at the quarter section corner common to Sections 20 and 29 said Township and Range;

Thence N 89 degrees 40' 30" W along the section line, 432.53 feet to the real point of beginning;

Thence N 0 degrees 10' E 45.00 feet;

Thence N 12 degrees 40' 50" W 291.90 feet;

Thence in a southeasterly direction, along the Westerly line of an established roadway, to a point on the South line of the SE1/4SW1/4 of said Section 20;

Thence N 89 degrees 40' 30" W 50 feet, more or less, to the real point of beginning.

FURTHER EXCEPTING THEREFROM the following described tract of land:

Commencing at the quarter section corner common to Section 20 and 29 said Township and Range;

Thence N 89 degrees 40' 30" W along the section line, 657.50 feet to the real point of beginning;

Thence S 89 degrees 40' 30" E 224.97 feet;

Thence N 0 degrees 10' E 45.00 feet;

Thence N 12 degrees 40' 50" W 291.90 feet;

Thence N 72 degrees 45' 50" W 89.61 feet;

Thence along a curve to the left with a central angle of 115 degrees 55' 40", a radius of 25.00 feet, and whose long chord bears S 49 degrees 16' 20" W. 42.39 feet;

Thence S 8 degrees 41' 30" E 75.74 feet;

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OCT 24 1996

EXHIBIT "A" CONTINUED

Thence along a curve to the right with a central angle of 4 degrees 11' 30", a radius of 269.77 feet, and whose long chord bears S 6 degrees 35' 46" E, 19.73 feet;
 Thence along a curve to the right with a central angle of 21 degrees 20' 30", a radius of 269.77 feet, and whose long chord bears S 6 degrees 10' 15" W, 99.90 feet;
 Thence along a curve to the right with a central angle of 21 degrees 20' 30", a radius of 269.77 feet, and whose long chord bears S 27 degrees 30' 45" W, 99.90 feet;
 Thence S 0 degrees 10' W 45.00 feet to the real point of beginning. Together with a right of way for access over the established 50 foot roadway now existing along the West boundary of the above described real estate;

ALSO SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

12/10/1 *Red submitted*
 A parcel of land situated within the W1/2 of Section 20, Township 11 North, Range 5 West, Boise Meridian, more particularly described as follows:

Beginning at the southeast corner of the W1/2 of Section 20, T.11N., R.5W., B.M.; thence N 29° 49' 39" W, a distance of 1249.24 feet to the TRUE POINT OF BEGINNING, which point bears N 62° 13' 56"E, a distance of 2268.52 feet from the southwest corner of said Section 20; thence S 85° 42' 55" W, a distance of 194.76 feet; thence N 15° 12' 36" W, a distance of 1175.90 feet; thence N 71° 31' 38" E, a distance of 126.35 feet; thence S 21° 48' 08" E, a distance of 1066.51 feet; thence S 4° 27' 00" W, a distance of 170.49 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 20.00 foot wide ingress-egress easement along an existing driveway running from an existing County Road known as Oltman Road along the south line of said W1/2 to the southerly line of the above described parcel of land.

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OCT 24 1996

INST

Quail Valley

INSTRUMENT NO. 160830
PAGE 1 OF 3

100-94-4534

WARRANTY DEED

For Value Received

DARLENE MCGINNIS, a single person

The grantor, do es hereby grant, bargain, sell and convey unto

WILLIAM J. CUTHRIE AND MARY J. GUTHRIE, husband and wife

the grantees, whose current address is

P.O. BOX 622, WEISER, ID 83672

the following described premises, in

WASHINGTON

County Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee S
THEIR heirs and assigns forever. And the said Grantor does hereby covenant to and
with the said Grantees, that She the owner in fee simple of said premises; that they are free
from all incumbrances

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

Dated: JULY 29, 1994

Darlene McGinnis
DARLENE MCGINNIS

MICROFILMED
OCT 24 1996

STATE OF IDAHO, COUNTY OF WASHINGTON
On this 29th day of JULY 1994

STATE OF IDAHO, COUNTY OF WASHINGTON
I hereby certify that this instrument was filed for record at the

INST

EXHIBIT "A"

IN TOWNSHIP 11 NORTH, RANGE 5, WEST BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

Section 20: SE1/4NW1/4, NE1/4SW1/4, AND ALL THAT PART OF THE SE1/4SW1/4 LYING EASTERLY OF AN EXISTING ROAD DESCRIBED AS: Beginning at the East end of Oltman Road as shown on the Official Plat of VALLEY VIEW SUBDIVISION now on file in the office of the County Recorder of Washington County, Idaho, and running Northerly and Westerly over and across the E1/2SW1/4 and the NW1/4SW1/4 of Section 20 to the West line of said NW1/4SW1/4.

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Thence N 0 degrees 10' E 45.00 feet;

Thence N 12 degrees 40' 50" W 291.90 feet;

Thence in a southeasterly direction, along the Westerly line of an established roadway, to a point on the South line of the SE1/4SW1/4 of said Section 20;

Thence N 89 degrees 40' 30" W 50 feet, more or less, to the real point of beginning.

FURTHER EXCEPTING THEREFROM the following described tract of land:

Commencing at the quarter section corner common to Section 20 and 29 said Township and Range;

Thence N 89 degrees 40' 30" W along the section line, 657.50 feet to the real point of beginning;

Thence S 89 degrees 40' 30" E 224.97 feet;

Thence N 0 degrees 10' E 45.00 feet;

Thence N 12 degrees 40' 50" W 291.90 feet;

Thence N 72 degrees 45' 50" W 89.61 feet;

Thence along a curve to the left with a central angle of 115 degrees 55' 40", a radius of 25.00 feet, and whose long chord bears S 49 degrees 16' 20" W. 42.39 feet;

Thence S 8 degrees 41' 30" E 75.74 feet;

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OCT 24 1996

EXHIBIT "A" CONTINUED

Thence along a curve to the right with a central angle of 4 degrees 11' 30", a radius of 269.77 feet, and whose long chord bears S 6 degrees 35' 46" E, 19.73 feet;
Thence along a curve to the right with a central angle of 21 degrees 20' 30", a radius of 269.77 feet, and whose long chord bears S 6 degrees 10' 15" W, 99.90 feet;
Thence along a curve to the right with a central angle of 21 degrees 20' 30", a radius of 269.77 feet, and whose long chord bears S 27 degrees 30' 45" W, 99.90 feet;
Thence S 0 degrees 10' W 45.00 feet to the real point of beginning. Together with a right of way for access over the established 50 foot roadway now existing along the West boundary of the above described real estate;

ALSO SAVE AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

A parcel of land situated within the W1/2 of Section 20, Township 11 North, Range 5 West, Boise Meridian, more particularly described as follows:

Beginning at the southeast corner of the W1/2 of Section 20, T.11N., R.5W., B.M.; thence N 29° 49' 39" W, a distance of 1249.24 feet to the TRUE POINT OF BEGINNING, which point bears N 62° 13' 56"E, a distance of 2268.52 feet from the southwest corner of said Section 20; thence S 85° 42' 55" W, a distance of 194.76 feet; thence N 15° 12' 36" W, a distance of 1175.90 feet; thence N 71° 31' 38" E, a distance of 126.35 feet; thence S 21° 48' 08" E, a distance of 1066.51 feet; thence S 4° 27' 00" W, a distance of 170.49 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 20.00 foot wide ingress-egress easement along an existing driveway running from an existing County Road known as Oltman Road along the south line of said W1/2 to the southerly line of the above described parcel of land.

TOGETHER WITH a 12 foot wide easement for an existing well and a water line running from said well (northwest of existing house) to the westerly side of the above described parcel of land. Said easement is for installation of a water line and for access to and maintenance of said facilities. Said well bears N 33° 11' 53"E, a distance of 2260.30 feet from the southwest corner of said Section 20, and N 35° 56' 54"W, a distance of 2369.55 feet from the southeast corner of said W1/2.

ALSO TOGETHER WITH a 12 foot wide easement for an existing well and a water line running from said well (northerly of existing house) to the above described parcel of land. Said easement is for access to and maintenance of said water facilities. Said well bears N 7° 49' 31"W, a distance of 3625.15 feet from the southeast corner of said W1/2, and N 30° 55' 15"E, a distance of 4155.04 feet from the southwest corner of said Section 20.

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OCT 24 1996

**SEE ORIGINAL
CLAIM FILE
DOCUMENTS IN
CLAIM
NO. A03-07001**

**MICROFILMED
OCT 24 1996**



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

September 16, 1996

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RE: Original Notice of Claim to a Water Right No. A03-07001
Renumbered to Notice of Claim to a Water Right No. A03-07001B

William J. &/or Mary Guthrie
30 Oltman Rd.
Weiser, ID 83672

Dear Claimants:

We have processed a Change of Ownership for a portion of the original claim to a water right number as referenced. This change of ownership required a split of the original claim resulting in renumbering this claim by adding alpha-suffixes to represent each split. The new notice of claim to a water right number for your portion is referenced above and a copy is enclosed.

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

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

Sincerely,

KAY WALKER
Sr. Water Resource Agent
Adjudication Bureau

KW:k
Enclosure

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OCT 24 1996

To: Kay Walker
From: J. Andrew Helmlinger
Re: Claim A03-07001 - Mc Ginnis Land Sale
Date: August 20, 1996

RECEIVED
AUG 26 1996
WATER RESOURCES
WESTERN REGION

MEMORANDUM

I. Issue Presented

- 1. Whether a reservation of water rights in an earnest money agreement is effective after the grantor delivers a deed that fails to state the reservation?**

II. Short Answer

- 1. Generally, no. With some exceptions, a reservation of water rights in an earnest money agreement is not effective after the grantor delivers a deed that fails to state the reservation term.**

III. Facts

The grantor McGinnis delivered to the grantee Guthrie two warranty deeds, dated July 28, 1994 and December 16, 1994. Prior to the conveyance, McGinnis obtained a water license appurtenant to the conveyed land.

The July 28 deed is silent as to the transfer of water, water rights, ditches and ditch rights appurtenant to the property. The June 24, 1994 Real Estate Purchase and Sale Agreement specifically excludes "hand lines," but there is no mention of hand lines in the deed.

The December 16 deed expressly transfers "all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging." The December 8, 1994 Real Estate Purchase and Sale Agreement prior to the conveyance specifically excludes "delivery of irrigation water to property."

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Guthrie contacted IDWR to complete a transfer of the appurtenant water rights. McGinnis claims all water rights were reserved and that there has been no conveyance of the water rights.

IV. Discussion of Issue

It is a long standing principle of law that a deed conveying land "and its appurtenances" will convey all things appurtenant to the land and will convey appurtenant water rights unless the rights are specifically reserved. Koon v. Empey, 40 Idaho 6, 11, 231 P. 1097 (1924). It is an equally well established principle that prior agreements merge into the final and formal document - here, the contract to convey merged into the subsequent deed. Jolley v. Idaho Securities, Inc., 90 Idaho 373, 382, 414 P.2d 879 (1966). "When a deed is delivered and accepted as performance of the contract to convey, the contract is merged in the deed. Though the terms of the deed may vary from those contained in the contract, the deed alone must be looked to to determine the rights of the parties ... The rule is followed in practically all the cases." Id. In the absence of fraud or mistake, there is a conclusive presumption that terms in a contract to convey merge with the deed when the terms relate to the very subject matter of the conveyance (title, possession, emblements and appurtenances), the terms in fact are carried over into the deed or when the terms in the deed conflict with those in the contract. Jolley, 90 Idaho at 838. Only when the terms in the contract relate to collateral matters (where delivery and acceptance of the deed is not performance of the agreement, such as also agreeing to transfer a car), then there is no presumption that the party in accepting the deed intends to give up the covenants of which the deed is not a performance or satisfaction. Id. The Idaho Supreme Court recently passed upon and

affirmed the general law of merger in West v. Bowen, 127 Idaho 128, 130, 898 P.2d 59 (1995).

More plainly stated, absent a showing of fraud or mistake, if the language of a deed is plain and unambiguous, the intention of the parties to the conveyance must be determined from the deed itself, and other evidence of the transaction cannot be considered. McCoy v. McCoy, 125 Idaho 199, 204, 868 P.2d 527 (1994).¹ This is the doctrine of parole evidence.

In this case, both deeds are silent on their face regarding reservation of appurtenant water rights. The July 29, 1994 deed makes no reservation, but contains a standard appurtenances clause in the grant of the land - "To have and to hold the said premises, with their appurtenances unto said Grantees, their heirs and assigns forever." Reading the deed on its face, clearly, the deed transfers the land and its appurtenances and no reservation of water rights exists. The Purchase and Sale Agreement excluded only the hand lines from the sale, and considering the doctrine of merger discussed above, this term may have merged into the deed. Because this issue regarding the hand lines is not relevant to the issue of water rights, it will not be resolved here.

The December 16, 1994 deed contains an identical appurtenance clause. Additionally, it conveys the land "together with all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging." This appears to be an express grant of water rights, which contradicts the exclusion in the Purchase and Sale Agreement. Under both the doctrines of merger of parole evidence, the December 16,

¹ The Idaho Supreme Court arguably modified this rule in Treasure Valley Bank v. Butcher, 117 Idaho 974, 793 P.2d 206 (1990), however, the McCoy opinion later applied the rule without comment or exception.

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1994 deed conveys the water right.

The McGinnis' may contend that one additional clause in the December 16, 1994 deed completes the reservation of water rights. It states: "Subject to all valid outstanding reservations, easements, rights of way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record." Inconsistencies in a deed may throw such a "shadow of ambiguity" over the instrument as to warrant the introduction of parol evidence (that other than words on the deed itself) as an aid to discovering the intention of the parties. Gardner v. Fliegel, 92 Idaho 767, 771, 450 P.2d 990 (1969). However, even if the court admitted such outside evidence, courts construe documents against their authors and a party may not use such evidence to affect, add to or make over the written instrument, but only to clarify the parties' intentions. Stone v. Bradshaw, 64 Idaho 152, 159, 128 P.2d 844 (1942). So, even if a court found the reservation clause to be an ambiguity because it is vague and arguably contradicts the grant of water rights, subsequent evidence cannot "make over" the express terms in the deed. The deed clearly states the conveyance of the rights to "all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging." These words appear sufficiently clear to convey the water despite the vague reference to "valid outstanding reservations ..., " etc. Because no legal ambiguity exists, the deed appears to be a valid conveyance of the land with the appurtenant water rights.

V. Conclusion

When a grantor delivers an unambiguous deed containing an "appurtenances" clause and there is no reservation of water rights, contrary to the stated terms in the Purchase and Sale agreement, there is a presumption that the deed states the final

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agreement of the parties and the water rights appurtenant to the conveyed property pass with the land. If the grantor establishes fraud or mistake in delivering the deed, the grantor may be able to assert terms in Purchase and Sale Agreement that are absent from the final deed. The facts presented do not indicate any fraud or mistake. If the deed is ambiguous, the grantor may also attempt to establish with evidence other than the deed that the agreement of the parties intended to withhold conveyance of water rights. Under the rules of construction and interpretation, the deeds in the instant situation clearly appear to convey either the appurtenances (including water rights) or expressly the water rights. Based upon the above facts, it appears the proper treatment in this case would be to treat the deeds as conveying the water rights. Without additional facts, any more definite conclusion cannot be reached.

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To: Kay Walker
From: J. Andrew Helmlinger
Re: Review of A03-07001 / Conveyance of water right
Date: August 21, 1996



RECEIVED

AUG 21 1996

**WATER RESOURCES
WESTERN REGION**

MEMORANDUM

I have completed an initial review of the issue and completed a draft memorandum. The issue is phrased: "Whether a reservation of water rights in an earnest money agreement is effective after the grantor delivers a deed that fails to state the reservation?" I have addressed issues relative to both the July 28, 1994 deed and the December 16, 1994 deed. Before I forward the memorandum I am having Lynne review it and comment. If corrections are necessary I will complete those and forward the final draft. Accordingly, this is not my final opinion on the subject, but you are probably correct that the water rights did "go" with the property. Please withhold reliance on this opinion until I forward the final memorandum.

Thank you for your welcome to the Western Region SRBA world. I will be speaking with you soon.

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OCT 24 1996

MEMORANDUM

August 19, 1996

TO: ANDREW HELMLINGER

FROM: KAY WALKER *KW*

RE: OWNERSHIP OF WATER RIGHT A03-07001 *> File attached.*

Welcome to the wonderful world of Western Region SRBA! We are glad to have you...

I have an ownership change that is questionable and talked with Jan in regard to it and we decided this needed a legal opinion. This is the story as I see it...

2/15/1995 Received an ownership change from Mcginnis to Guthrie attached to warranty deed dated 4/15/1994.

12/18/1995 I corresponded with Guthries and told them there was no water rights on the lands they purchased and returned the change in ownership to them.

3/4/1996 I received two more warranty deeds from Guthries on other parcels that they had purchased from Mcginnis. One dated July 29, 1994 and the second dated December 16, 1994.

3/14/1996 I corresponded with Guthries sending them a "prepared" ownership change for the properties purchased from Mcginnis. I prepared the form based upon the warranty deeds received from Guthries and the portion of the water right based upon the license issued after the claim was submitted.

3/19/1996 I received the signed ownership change form in the mail from the Guthries.

3/26/1996 I corresponded with Darlene Mcginnis and requested she amend Claim A03-07001 to match license issued so I could complete ownership change without questions on the place of use discrepancies between claim and license.

8/14/1996 Darlene Mcginnis came in to the office and amended Claim A03-07001 to correspond with license but was adamant that she had withheld all water rights in the sale of property to Guthries. I told her I had not seen anything in the deeds which indicated that and she said it was stated clearly in the earnest money agreement between Guthries and herself. She faxed copies of the earnest money agreements to me that afternoon.

I guess my question is: Does the earnest money agreement legally withhold the water right from the new owner of the property? I was under the impression that water rights had to be specifically withheld in the deed in order not to "go" with the property. Please let me know so I can get this mess out of my office. Thanks in advance!! Kay

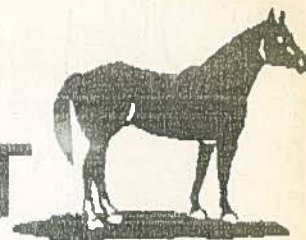
P.S. Please barcode this to your office.

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OCT 24 1996



FAX COVER SHEET



3 Total Pages Including Cover Sheet

TO:

Name Kay Walker FAX#(1.334 2348

Company Dept of Water Resources

Street _____ Date _____

City _____

State _____ Zip _____ Phone() _____

• • • • •

FROM:

Name Darlene McGinnis

*Kay - I put a star where it says there
are no water rights. Thanks for your help.*

McGinnis Ranches
Darlene McGinnis
7370 S. Meridian Rd.
Meridian, ID 83642
208-887-0919 Home
208-887-0919 FAX



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OCT 24 1996

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERALLY-PRINTED PROVISIONS ON THE REVERSE SIDE AND ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

ID# 274366 William T & Mary T. Guthrie Idaho June 24 1994
 (hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell, all the following described real estate, hereinafter referred to as "premises" commonly known as all property N & East of Guthrie's home & driveway, City of Wester, County of Washington, Idaho, legally described as: to be attached approx 60 ac

2. EARNEST MONEY.

3. TOTAL PURCHASE PRICE IS Thirty Five thousand
DOLLARS (\$ 35,000.00)

Buyer's Initial _____ Seller's Initial _____ RE21 REV. 6/93

REAL ESTATE PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT, INCLUDING THE GENERAL PRINTED PROVISIONS ON THE REVERSE SIDE AND ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY BEFORE SIGNING.

1. **IMPORTANT - AGENCY DISCLOSURE.** At the time of signing this agreement the agent working with the buyer represented Seller and the agent working with the seller represented Seller. Each party signing this document confirms that prior written disclosure of agency was provided to him/her in this transaction. Each party to this transaction has read and understands the contents of the agency disclosure brochure previously received.

ID# 287509 Payette Idaho Dec. 8 1994
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" commonly known as Approx. 18 acres N. of Oltman Rd.
City of Weiser County of Washington Idaho, legally described as: to be attached

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED OR ATTACHED PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

2. EARNEST MONEY.

(a) Buyer hereby deposits as earnest money and a receipt is hereby acknowledged of One thousand (\$ 1,000) evidenced by: ☒ Cash ☐ Personal Check ☐ Cashiers Check ☐ Note Due ☐ or ☐ Escrow Broker ☐ Selling Broker ☐ Other Don Newman (Broker)

(b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by: Escrow Broker ☐ Selling Broker ☐ Other Don Newman (Broker) shall hold the completely executed broker's copy of this agreement and is responsible for the closing.

(c) If all conditions have been met by Buyer, Buyer and Seller agree that the earnest money (less credit report fees, and any other Buyer's costs) shall be refunded to Buyer in the event Buyer or Seller cannot consummate the sale due to circumstances beyond their control.

(d) The parties agree that Weiser Valley Title Title Company shall provide title policy and preliminary report of commitment and the "closing agency" for this transaction shall be Weiser Valley Title If a long-term escrow / collection is involved, then the escrow holder shall be Weiser Valley Title

3. TOTAL PURCHASE PRICE IS Forty-five thousand dollars

DOLLARS (\$ 45,000)
Payable as follows:
(a) \$ 25,000 / \$ 20,000 Cash down, including above Earnest Money (Closing costs are additional).
(b) \$ 20,000 Balance of the purchase price (M.I.P. not included).

1. **FINANCING.** This agreement is contingent upon the Buyer securing the following financing: ☐ FHA ☐ VA ☐ Conv. ☐ JHA ☐ FmHA ☐ Assumption of existing loan ☐ Other ☐ NEW FINANCING. Buyer can finance as noted above for a period of 30 years at 8% per annum. (If FHA or VA loan is sought, read the applicable provisions on the reverse side hereof.) Buyer shall pay no more than 3.0 points plus origination fee if any. Seller to pay only the discount points necessary in order to obtain above described financing but not to exceed 3.0 points. Any reduction in points shall be for the benefit of the: ☐ Buyer ☐ Seller ☐ Divided Equally.
(b) ☐ ASSUMPTION. Buyer to ASSUME and ☐ will not be required to qualify for an EXISTING LOAN(S) of approximately \$ 20,000 at no more than 8% with monthly payments of approximately \$ 195 including ☐ P ☐ I ☐ T ☐ I.

This agreement ☐ does ☐ does not require Lender to release Seller's liability. Type of loan Other
Buyer shall complete each loan or assumption within three (3) banking days after Seller's acceptance of this agreement.

If appraisal is required under Buyer's financing contingency, premises must appraise at no less than purchase price.

2. **OTHER FINANCING, TERMS AND/OR CONDITIONS:** 20,000 down bal. of 25,000 @ 8% int. paid
in two payments of 12,500 plus int. Payable Nov. 1 95 & Nov. 1 96.
Purchase using 2nd Mortgage & Note. Seller to get release from Farm Credit
before 1st pay due. Seller may farm property in 1995 rent free.

SELLER'S RIGHT TO CONTINUE TO MARKET THE PREMISES AND ACCEPT OTHER OFFERS. This agreement provides for the Seller to continue to market the premises and accept other offers subject to Buyer's right to waive or remove the following contingencies. Any waiver or removal of any contingency as set forth in Paragraph 45 will be a waiver or removal of all contingencies in Paragraph 45.

(a) ☐ Closing of N/A on or before N/A
listed with N/A

Upon waiver or removal of this contingency Buyer warrants that adequate funds needed to close the sale are available and that Buyer's ability to obtain financing is not conditioned upon sale and/or closing of any property.

(b) ☐ Other (specify):

IF THIS AGREEMENT IS SUBJECT TO Seller's right to continue to market the premises and accept other offers, then Paragraph 45, Seller shall have the right to continue to offer the herein premises for sale and to accept offers until such time as said contingencies are waived or removed by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer 10 calendar days written notice of said offer. If the Buyer does not waive or remove the contingencies in writing within the set calendar days noted above, then this Agreement shall be terminated and all earnest money returned to Buyer less expenses incurred to date of termination. In the event the Buyer does waive or remove the contingencies, the Buyer shall proceed to purchase the premises under the remaining terms and conditions of this agreement notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be given on the earlier of either personal delivery of notice to the Buyer or their representative or two calendar days following the date of mailing evidenced by certification of the postmark on the envelope containing such notice. All notices shall be sent to the addresses shown on this agreement.

ITEMS SPECIFICALLY INCLUDED IN THIS SALE (If FHA / VA financing is sought see item 1 or 2 on reverse side):

- * **ITEMS SPECIFICALLY EXCLUDED IN THIS SALE:** delivery of irrigation water to property.

COSTS PAID BY: Costs in addition to those listed below may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if loan assumption.

☐ Yes ☒ No Purchaser's Extended Coverage Title Policy requested. Additional premium paid by: Buyer See item # 20 on reverse side.

If requested by lender or otherwise stated herein, the below costs will be paid as indicated.

Costs Paid By	Appraisal	Loan Assumpt.	Well Inspect.	Pump/Inspect Septic	Code Inspect if Required	Lender or Code Repairs	Conflict and/or Document Fee	Tax Service	Closing Agent's Fee	Long Term Escrow Fee	Title Insur.
BUYER											
N/A	X	X	X	X	X	X		X			
SELLER											X
SHARE EQUALLY							X		X		

Cost of lender or code repairs not to exceed \$ 0

CLOSING. On or before the closing date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. The closing date shall be no later than Dec 16 1994

POSSESSION. Buyer shall be entitled to possession on ☒ closing ☐ other.

"Closing" means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be prorated as of closing.

Buyer shall pay for fuel in tank, amount to be determined by the supplier at Seller's expense.

ACCEPTANCE. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of Dec 12 1994

If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

TIME IS OF THE ESSENCE OF THIS AGREEMENT.

Listing Agency: Don Newman Realty MLS# Selling Agency: Don Newman Realty MLS#

By: Leonard Newman MLS# By: Leonard Newman MLS#

Buyer: Buyer's Address: P.O. Box 612 Weiser

Buyer: Buyer's Phone: Residence 249-0015 Business 249-2501

☐ See attached Addendum(s). ☐ See attached Counter Offer(s)

On this date, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller.

I/We further acknowledge receipt of a true copy of this agreement signed by both parties.

Seller: Seller's Address: Phone: Res: Work:

Seller: Date: City: State: Zip:

Seller: Seller's Address:

Seller: Date: City: State: Zip:

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this

day of 1994

Buyer: Buyer:

THE PROVISIONS CONTAINED ON THE REVERSE SIDE OF THIS PAGE SHALL ALSO CONSTITUTE PART OF THE AGREEMENT OF THE PARTIES. EACH OF THE

PARTIES ACKNOWLEDGES READING THIS AGREEMENT IN FULL

MEMORANDUM

August 14, 1996

TO: FILE A03-07001

FROM: KAY WALKER

RE: OWNERSHIP OF WATER

Darlene McGinnis came into the office today in regard to my letter of March 26, 1996. She stated that the Guthrie's do not get any of the water licensed under Rt. 03-07001. She will fax me a copy of the earnest money agreement that states this fact.

She is anticipating selling this water right to Weiser Irrigation District and injecting it into the Galloway Canal as it runs through her property for their use. She has an attorney working out the details on this sale.

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OCT 24 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

March 26, 1996

PHILIP E. BATT
GOVERNOR

RE: Notice of Claim to a Water Right No. A03-07001

KARL J. DREHER
DIRECTOR

McGinnis Family Trust
c/o Darlene McGinnis, Trustee
7208 S. Meridian Rd.
Meridian, ID 83642

Dear Ms. McGinnis:

We have received a Notice of Change of Water Right Ownership for a portion of the lands claimed under No. A03-07001. In a review of this ownership change, I found that the lands licensed under this right are different than what was claimed. Enclosed, for your information, is a copy of License 03-07001 along with a copy of Claim No. A03-07001. In order to process the ownership change and not cause any confusion regarding the portion of the water right the new owners are to receive, we need to amend this claim. I have, therefore, prepared an amended claim for your signature, which will correctly identify the lands irrigated and subsequently licensed under this right.

I also noticed, while reviewing the change in ownership form, that this claim had been changed to the name of "Northwest Farm Credit Services". I took the liberty of contacting them to find out if they still had interest in this water right. They told me they had no security interest in the property any longer. Therefore, I prepared the amended claim for your signature, as trustee for McGinnis Family Trust. If this is not correct, please advise me so we can correctly record your water right.

Please note that **your signature** on this form must be notarized. If you need a notary, we have some available in our office, each day of the week, that could notarize your signature. Your quick response to this matter would be greatly appreciated since we have received an ownership change that needs to be processed. If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

KAY WALKER
Sr. Water Resource Agent
Adjudication Bureau

KW:k
Enclosures

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OCT 24 1996

Darlene McGinnis
887-0919
called 6/24/96
left msg. for
her to contact
me - kw



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

March 14, 1996

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RE: Notice of Change of Water Right Ownership for A03-07001

William J. and Mary Guthrie
30 Oltman Rd.
Weiser, ID 83672

Dear Mr. and Mrs. Guthrie:

Enclosed is a Notice of Change of Water Right Ownership form which identifies which lands under License 03-07001 that should be in your names. Please sign this form, where indicated, and return it to our office for processing. I have also included a copy of License 03-07001 for your information. The claim submitted on this right does not reflect what we found during the field examination conducted in September of 1985 so we will be taking action to "fix" the claim and complete this ownership change.

If you have any questions concerning this matter, please feel free to contact me.

Sincerely,

KAY WALKER
Sr. Water Resource Agent
Adjudication Bureau

KW:k
Enclosures

MICROFILMED

OCT 24 1996

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 03-07001

Priority: February 23, 1968

Maximum Diversion Rate: 7.48 CFS
Maximum Diversion Volume: 2065.5 AF

This is to certify, that NORTHWEST FARM CREDIT SERVICES ACA
PO BOX 730

CALDWELL ID 83606 has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated February 21, 1968; and has submitted Proof of Beneficial Use on April 3, 1978. An examination indicates that the works have a diversion capacity of 7.480 cfs of water from:

SNAKE RIVER tributary to COLUMBIA RIVER

source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	7.48 CFS	2065.5 AF

LOCATION OF POINT(S) OF DIVERSION: Lot 3(SENW), Sec. 31, Township 11N, Range 05W
WASHINGTON County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
11N	05W	19	NENE 12	NWNE 22	SWNE 38	
			SENE 37	NENW 40	Lot 1(NWNW) 36	
		Lot 2(SWNW)	6	SENE 36	NESW 2	
			NESE 40	NWSE 24	SESE 18	311
	20	NWNW	3	SWNW 9	NESW 8	
		NWSW	27	SWSW 40	SESW 28	115
	29	NWNW	32			32
	30	NENE	1			1

Total number of acres irrigated: 459

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount that can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.

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OCT 24 1996

State of Idaho
Department of Water Resources

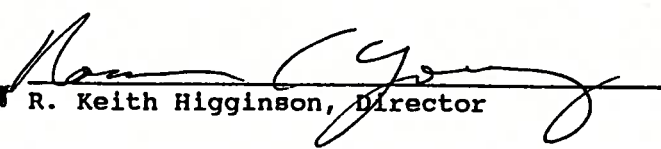
WATER RIGHT LICENSE

WATER RIGHT NO. 03-07001

CONDITIONS/REMARKS:

5. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for the lands above.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code, Witness the seal and signature of the Director, affixed at Boise, this 15TH day of June, 19 94.

Acting for  R. Keith Higginson, Director

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OCT 24 1996

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 03-7001

1. Owner: Douglas McGinnis Phone No. 549-0422

Current Address: Valleyview Drive, Weiser, Idaho 83672

2. Accompanied by: Applicant EXAM. DATE: 9/26/85

Address: _____ Phone No. _____

Relationship to Permit Holder: _____

3. Source: Snake River tributary to Columbia River

B. OVERLAP REVIEW

1. Other water rights with same place of use: 67-2296, 67-2097B

☐ Copies Attached

2. Other water rights with same point of diversion: None

No

☐ Copies Attached

☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached

- 1- See letter addressed to L. Glen Saxton from
Wayne Cherry (P.E.) concerning measurement
- 2- System pressurized at several locations

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Scale: 1" = 0

2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required).

☒ Photo of Diversion and System Attached

☒ Aerial Photo Attached
(required for irrigation of 10 acres or more).

System Description (continued)

3. Narrative: Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

Field examination of irrigation system was made by Wayne Cheney P.E. from Heiser, Idaho. John F. Noyes, Water Resource Agent met with Douglas McClellin and outlined the land irrigated with Snake River water.

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	^{2.5} electric	150	1408249	Johnson	5214184
Pressure Pumps					
#1	G.E.	125	5K6268XH 4A	11	—
#2	GE	50	5K6248TH 229A	11	—

*Code to correspond with No. on map and aerial photo

5. Point(s) of Diversion:

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
	3		SE	NW	31	11N	5W	Washington	Aerial photo - Topog. Map.

6. Place(s) of Use:

Indicate Method of Determination

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
								41	42										
11N	5W	19	12	22	38	37	40	36	6	36	2				40	24		18	311 ✓
"	"	20						3	9		8	27	40	28					115 ✓
"	"	29						32											32 ✓
"	"	30	1																1 ✓

TOTAL 459 ✓

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
suppressed						
well						
see attachment #1						

2. Measurements:

see attachment #1

E. FLOW CALCULATIONS

☒ Additional Computation Sheets Attached

1. Measured Method:

SUPPRESSED WELL

2. Alternate Method for Checking Purposes:

$$\frac{150 \text{ HP} \times .75 \text{ eff} \times 8.8}{130' \text{ lift} + 40' / 7.947} = \frac{990}{135.0} = 7.33 \text{ cfs}$$

HP = 150 length 9,975'
EFF = .75
1.5T = 130' 21" = 0D
P = 40 19.75 ID
F = 1.84' / 1000' steel pipe

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3)

: Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 459 \times 4.5 = 2065.5$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 7.45 \times 246 \times 1.9835 = 3634.9$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 2065.5$$

2. Volume Calculations for Other Uses:

None.

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OCT 24 1996

H. REMARKS AND OVERLAP REVIEW ANALYSIS

67-2296 + 67-2097B

2296 = groundwater, on 118 AC in NW 1/4 Sec 19 & NESW Sec 19
2097B = Jenkins Creek, on overlapping acreage in Sec 19, &
in W 1/2 NW 1/4 Sec 20.

Use Condition R05

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Irrigation	4/1	11/1	7.48	2065.5

Totals: 7.48 cfs 2,065.5 afa

2. Recommended Amendments

☐ Change P.D. as reflected above

☐ Add P.D. as reflected above

☐ None

☒ Change P.U. as reflected above

☐ Add P.U. as reflected above

☐ Other

J. AUTHENTICATION

Field Examiner's Name

John K. Noyes

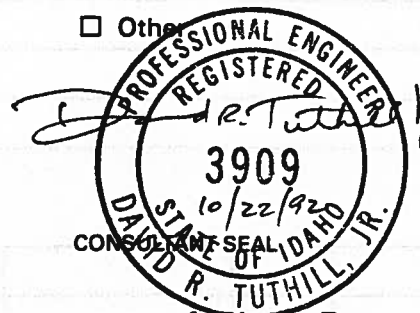
Signature

John K. Noyes

Certification Date

9/27/87

Field Report Preparation Date



K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

RECEIVED
MAY 21 1978

Department of Water Resources
Western Regional Office

attachment #1
Wayne Cheney PE
Monroe Creek
Weiser, Idaho 83672

May 26, 1978

L. Glen Saxton
Chief, Operations Bureau
State of Idaho
Dept. of Water Resources
Statehouse
Boise, Idaho 83720

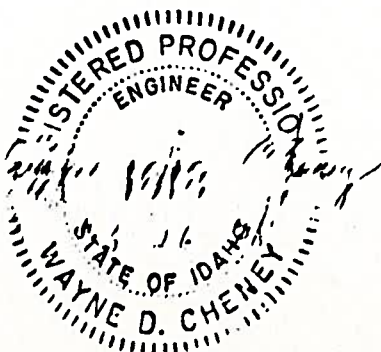
Dear Mr. Saxton:

The flow on Douglas McGinnis's property has been measured, using the existing overflow structure at institute canal. The flow over rectangular suppressed weir was computed from the simplified form of Rehbocks formula, where $Q = 2/3 m L \sqrt{2g} h^{3/2}$, where $m = 0.605 + \frac{0.00328}{h} = 0.08 \frac{h}{p}$ and $P =$

height of weir crest above bottom of channel of approach = 2.0'. $L = 4.0$ L.F. and $h = 0.67'$.
 $Q = 7.482$ cubic feet per second flow.

Very truly yours,

Wayne Cheney
Wayne Cheney PE



MICROFILMED

OCT 24 1996

POST OFFICE



Farm Credit Services
Caldwell

RECEIVED

SEP 9 1992

1212 Main Street
P.O. Box 728
Caldwell, Idaho 83402-0728
208/459-0871
208/454-1011

Department of Water Resources

September 8, 1992

Idaho Department of Water Resources
1301 North Orchard
Boise, ID 83705

Re: Loan no. 33508 441

Dear Sir:

Enclosed is an Assignment of Permit executed by Darlene McGinnis as Trustee of the Douglas McGinnis and Lucille McGinnis Family Trust dated February 22, 1986.

Northwest Farm Credit Services, ACA is taking an Assignment of Permit No. 03-7001 as security for a loan to Darlene McGinnis. Therefore, we are requesting that copies of all notices and correspondence be sent to our office.

Please acknowledge that you have received the above referenced assignment. We have enclosed a self-addressed stamped envelope for your convenience in replying.

Sincerely,

FARM CREDIT SERVICES
Caldwell

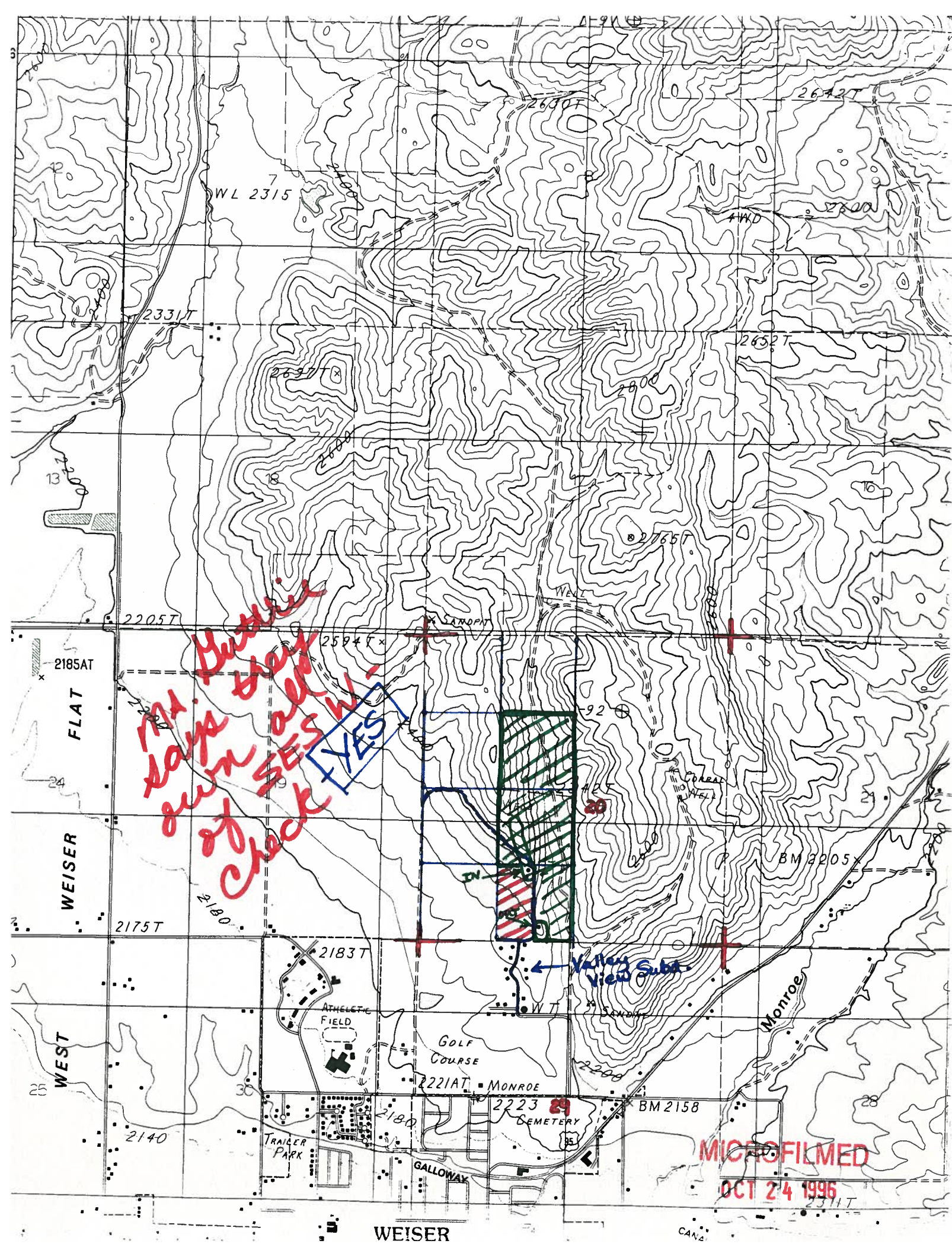
Joe Alves
Senior Credit Officer

JA:mld

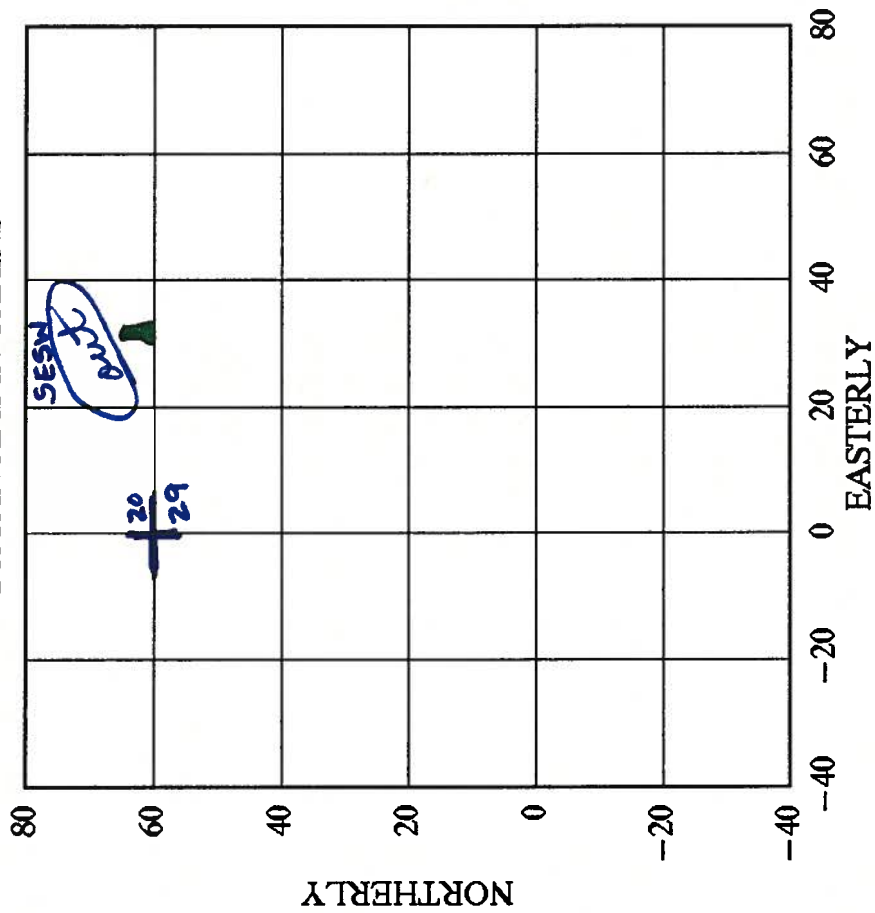
Enclosure

per off of 14000 ft. to 15000 ft. property to 15000 ft. 3-1-92

MICROFILMED
OCT 14 1992



PARCEL PLOT - METES & BOUNDS
DISTANCE IS IN CHAINS



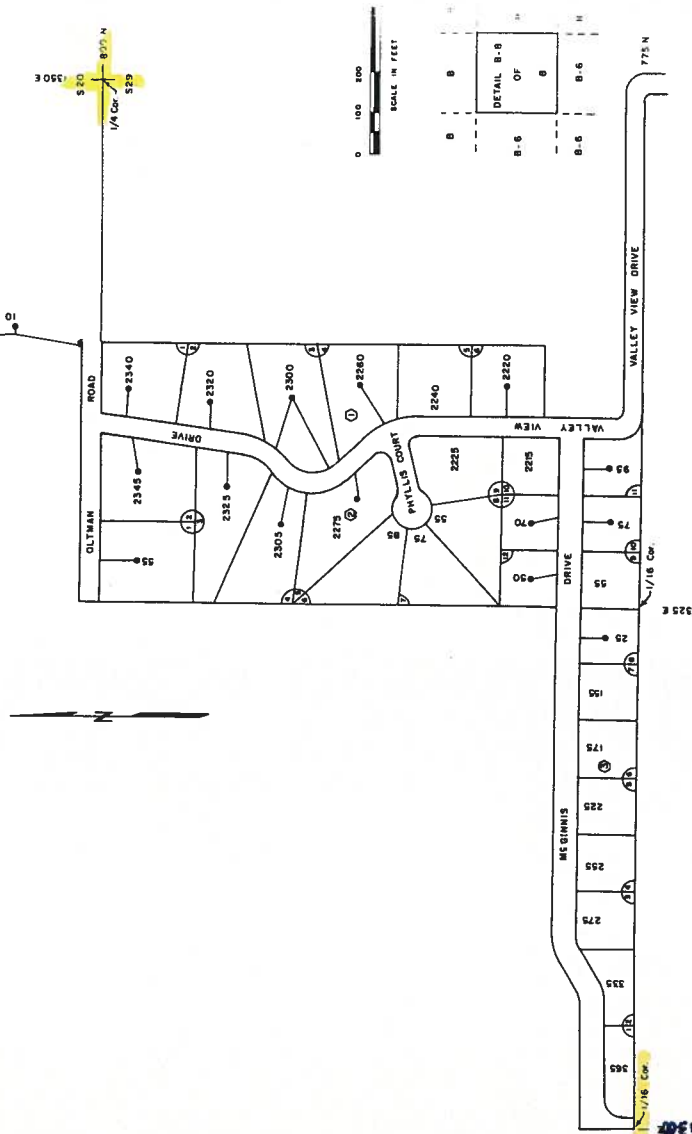
MICROFILMED
OCT 24 1996

VALLEY VIEW SUBDIVISION

WITNIN

SECTIONS 20 & 29 OF T1N. R5W. J

NOTE: ALL STREETS IN VALLEY VIEW SUBDIVISION
ADDRESSED TO CORRESPOND TO CITY OF WEISER
BLOCKS/ADDRESSING.



MICROFILMED
OCT 24 1996

Sale's Unlimited, Inc.*Sales and Rental, Real Estate, Tracked Vehicles, Heavy Equipment and Trailers*

1450 N. State Street P.O. Box 622

Weiser, Idaho 83672

Ph: (208) 549-2501 Fax: (208) 549-2501

W. J. (Bill) Guthrie

FACSIMILE TRANSMISSION FORM

DATE: 3-4-96 TIME: 11:20 REF. NO. _____ LOG NO. _____TO: Idaho Dept Water Res. 208 334 2190

COMPANY NAME

FAX NO.

PLEASE

Kay Walker

DELIVER

ATTENTION

DEPT

IMMEDIATELY

NUMBER OF PAGES 7
INCLUDING THIS SHEET

PLEASE

ORIGINATOR'S

REPLY BY

SIGNATURE

me

MESSAGE:

Kay:Thankyou for looking at
this for us, and we will await any
information there of.SincerelyMary Guthrie

MICROFILMED

OCT 24 1996

POOR ORIGINAL

From Field Exam of
Rt. 03-07001

MICROFILMED
OCT 24 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

December 18, 1995

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RE: Notice of Change of Water Right Ownership

William J. and Mary Guthrie
30 Oltman Rd.
Weiser, ID 83672

Dear Mr. and Mrs. Guthrie:

I have completed a review of the "Notice of Change of Water Right Ownership" form that you submitted for property you purchased from Darlene McGinnis. I platted out your metes and bounds description on our computer and found that your property is around 13 acres. Enclosed is a copy of an ortho-photo quad which shows where I located your property. If this location is not correct, please let me know.

I found that the water right license that is appurtenant to the McGinnis property does not cover the irrigation of the lands you purchased. Enclosed is a copy of an ASCS photograph that was used for licensing the Snake River water on the McGinnis property. I have outlined the SW $\frac{1}{4}$ of Section 20, Twp. 11N, Rge. 5W which is where I located your property. I also marked on there where the lands that were licensed as receiving water from the Snake River are located. Please note that your property was not included as receiving water. I am, therefore, returning the change in ownership form to you. If you have other information that shows you own land that was irrigated under the McGinnis license, please let me know.

If you have any questions concerning this matter, please feel free to contact me.

Sincerely,

KAY WALKER
Sr. Water Resource Agent
Adjudication Bureau

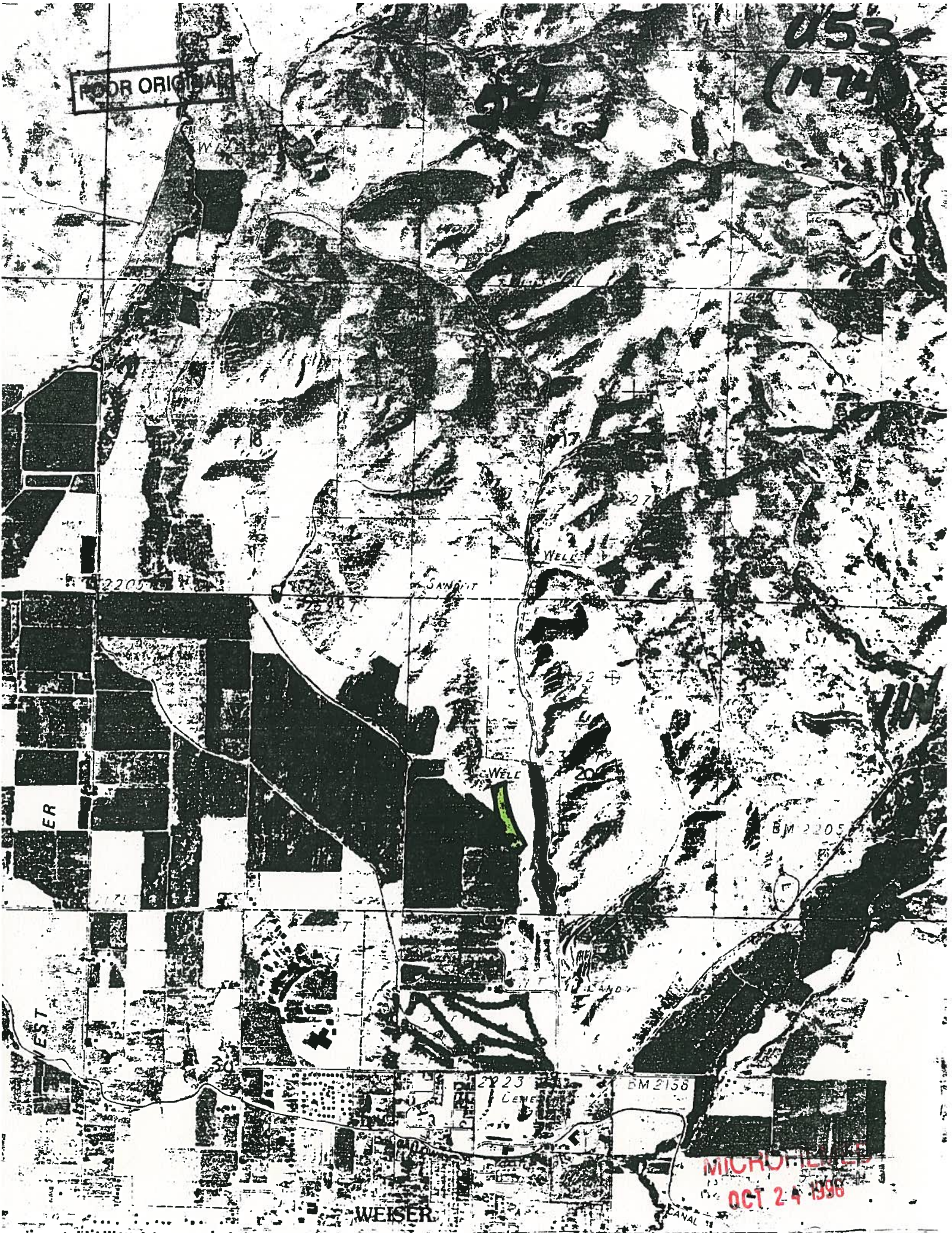
KW:k
Enclosures

MICROFILMED
OCT 24 1996

053

(1974)

POOR ORIGINAL



52

18

17

27

2205

SANIT

WELL

2207

WELL

20

BM 2205

EST

30

2223

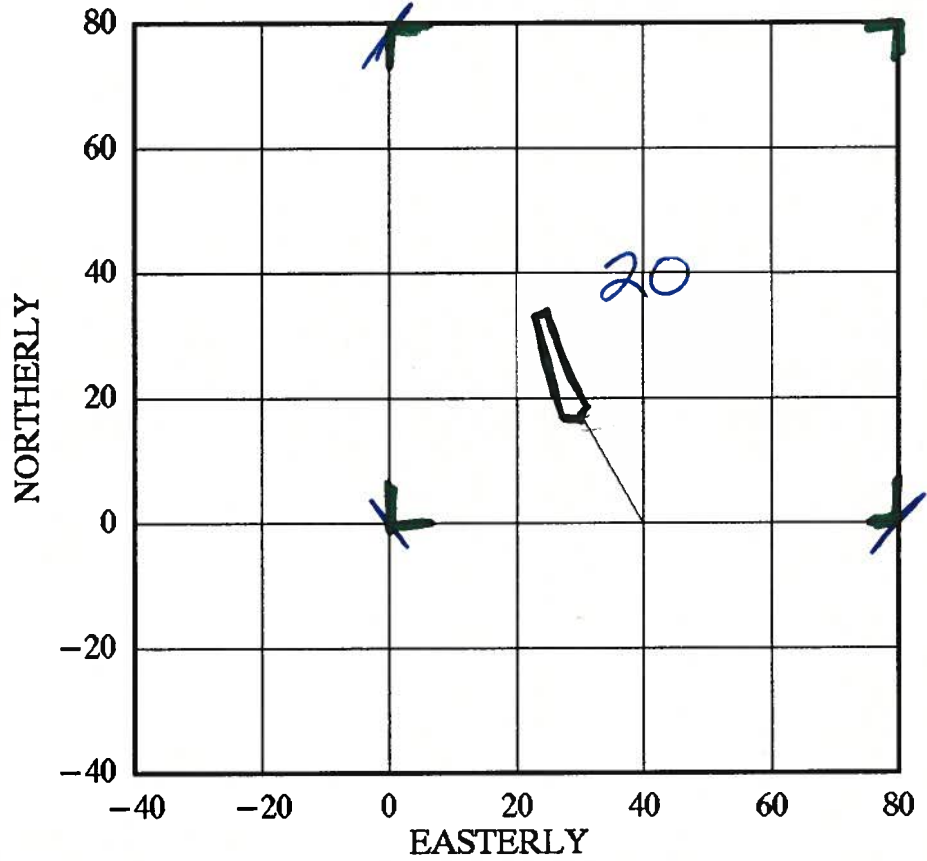
GENE

BM 2158

WEISER

MICROFILMED
OCT 24 1996

PARCEL PLOT - METES & BOUNDS
DISTANCE IS IN CHAINS



KW
12/14/95

MICROFILMED
OCT 24 1996

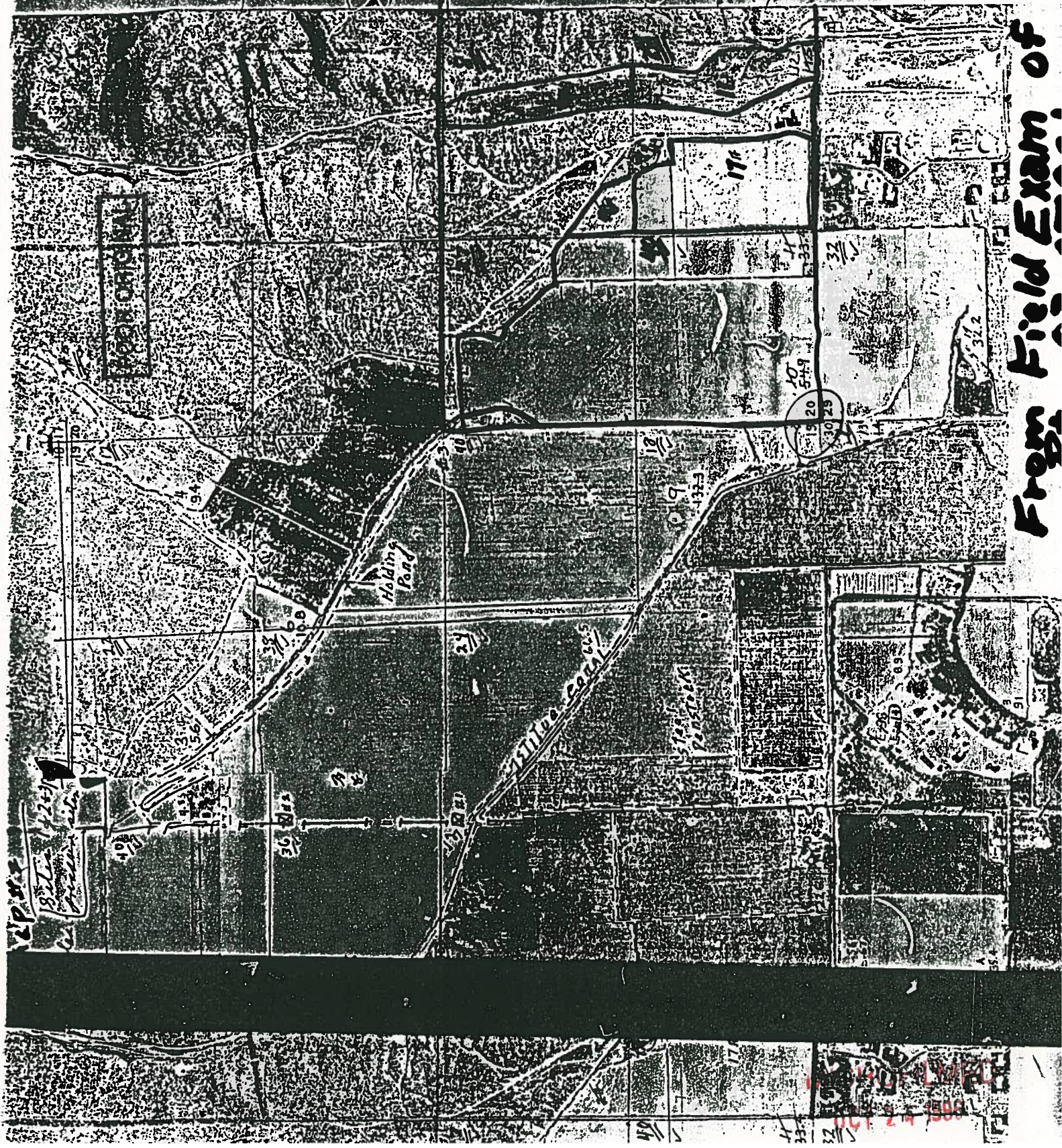
MEETS AND BOUNDS TABLE

X-COR	Y-COR	ANGLE			BEARING	DIST (FT)
		DEGREES	MINUTES	SECONDS		
40.00	0.00					
30.59	16.42	29.00 ✓	49.00 ✓	39.00 ✓	NW ✓	1249.24 ✓
27.64	16.20	85.00 ✓	42.00 ✓	55.00 ✓	SW ✓	194.76 ✓
22.97	33.39	15.00 ✓	12.00 ✓	36.00 ✓	NW ✓	1175.90 ✓
24.78	34.00	71.00 ✓	31.00 ✓	38.00 ✓	NE ✓	126.35 ✓
30.79	19.00	21.00 ✓	48.00 ✓	8.00 ✓	SE ✓	1066.51 ✓
30.59	16.42	4.00 ✓	27.00 ✓	0.00 ✓	SW ✓	170.49 ✓

kw
12/14/95
13.01 acres?

From Field Exam of

BOOK ORIGINAL



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

FEB 13 1995

Department of Water resource

LEGAL DESCRIPTION OF PROPERTY: Township 11 north Range 5 West
Section 20, 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

RECEIVED

FEB 15 1995

WATER RESOURCES
WESTERN REGION

- [] 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:**

- [] Name and Address of Former Owner/Claimant(s)(Seller):**

DARLENE MCGINNIS

7208 S. Meridian Rd.

Meridian, ID 83642

- [] New Owner/Claimant
(Purchaser):**

WILLIAM J. AND MARY GUTHRIE

- [] New Mailing Address:**

30 OLTMAN ROAD

WEISER, ID 83672

- [] **New Telephone Number:**

(208) 549-0862

- [] 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: —**

SEE COPY OF RECORDED WARRANTY DEED AND SURVEY

(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)**

Date 4-15-94

Date _____

- [] Signature of Former
Owner/Claimant(s):**

Date 4-15-94

Date _____

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

Claim Numbers of Split, if any:

MICROFILMED
OCT 24 1996

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

WARRANTY DEED

For Value Received

DARLENE MCGINNIS, A SINGLE PERSON

The grantor, do ES hereby grant, bargain, sell and convey unto

WILLIAM J. GUTHRIE AND MARY J. GUTHRIE, HUSBAND AND WIFE
the grantee S, whose current address is 30 OLTMAN ROAD, WEISER, ID 83672

the following described premises, in WASHINGTON County Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee S
 THEIR heirs and assigns forever. And the said Grantor doES hereby covenant to and
 with the said Grantee S, that She IS the owner in fee simple of said premises; that they are free
 from all incumbrances

EXCEPT AS STATED

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

Dated: APRIL 15 1994

Darlene M. Ginnis

DARLENE MCGINNINS

STATE OF IDAHO, COUNTY OF WASHINGTON

On this 15th day of APRIL, 19 94,
before me, a notary public in and for the said State, personally
appeared

DARLENE MCGINNIS

known or identified to me to be the person whose name
 subscribed to the within instrument, and acknowledged to me
 that he executed the same.

Residing at WEISER
 Comm. Expires 3/27/97

Notary Public
 , Idaho

STATE OF IDAHO, COUNTY OF WASHINGTON

I hereby certify that this instrument was filed for record at the
request of WEISER VALLEY TITLE

at 30 minutes past FOURTEEN o'clock P.M.,
 this 19TH day of APRIL
 1994, in my office, and duly recorded in ~~BOOK~~
 of Deeds ~~BOOK~~ BY #159907

MARY KAUTZ

Ex Officio Recorder

By *Lisa M. Knight*
 Fees \$6.00

Mail to: WEISER VALLEY TITLE

Deputy
 Comp. Index
 Comp. Rel.
 Elin
 Compare
 Card Rel.
 Bk. Rel.
 Up-date
 Return
 C-2

INSTRUMENT NO.

EXHIBIT "A"

X=40
Y=0

A parcel of land situated within the W1/2 of Section 20, Township 11 North, Range 5 West, Boise Meridian, more particularly described as follows:

Beginning at the southeast corner of the W1/2 of Section 20, T.11N., R.5W., B.M.; thence N 29° 49' 39" W, a distance of 1249.24 feet to the TRUE POINT OF BEGINNING, which point bears N 62° 13' 56"E, a distance of 2268.52 feet from the southwest corner of said Section 20; thence S 85° 42' 55" W, a distance of 194.76 feet; thence N 15° 12' 36" W, a distance of 1175.90 feet; thence N 71° 31' 38" E, a distance of 126.35 feet; thence S 21° 48' 08" E, a distance of 1066.51 feet; thence S 4° 27' 00" W, a distance of 170.49 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 20.00 foot wide ingress-egress easement along an existing driveway running from an existing County Road known as Oltman Road along the south line of said W1/2 to the southerly line of the above described parcel of land.

TOGETHER WITH a 12 foot wide easement for an existing well and a water line running from said well (northwest of existing house) to the westerly side of the above described parcel of land. Said easement is for installation of a water line and for access to and maintenance of said facilities. Said well bears N 33°11'53"E, a distance of 2260.30 feet from the southwest corner of said Section 20, and N 35°56'54"W, a distance of 2369.55 feet from the southeast corner of said W1/2.

ALSO TOGETHER WITH a 12 foot wide easement for an existing well and a water line running from said well (northerly of existing house) to the above described parcel of land. Said easement is for access to and maintenance of said water facilities. Said well bears N 7°49'31"W, a distance of 3625.15 feet from the southeast corner of said W1/2, and N 30°55'15"E, a distance of 4155.04 feet from the southwest corner of said Section 20.

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OCT 24 1996