

OCT 07 1993 148

Department of Water Resources
Adjudication BureauIN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIn Re the General Adjudication of Rights)
to the Use of Water from the Snake River)
Basin Water System)The State of Idaho, ex rel. R. Keith)
Higginson in his official capacity as)
Director of the Idaho Department of)
Water Resources,)

Petitioner,)

vs.)

The United States; the State of Idaho; and)
all Claimants to the Use of Water from the)
Snake River Basin Water System,)

Respondents.)

Water Right No. 36 07092A
(The water right number you are objecting to must be inserted here)

STANDARD FORM 1

OBJECTION

36-07092A -0001/
93-10-003639576
[36-07092A -0001]/
94-01-0054

INSTRUCTIONS

This form must be used to file an objection to a water right recommended in the director's report. *Only one party/claimant may object to one water right per objection form.* To object to more than one water right, you must file a separate objection form for each. Forms may be obtained from the Idaho Department of Water Resources (IDWR), or you may copy or reproduce this blank form. If you do, the text must be on the front and back of each page exactly as it appears here. The objection must be received by the court on or before the deadline specified in the Notice of Filing the Director's Report that IDWR mailed to you. Follow the Instructions for Mailing this objection (Page 6) or the court will not accept it for filing. This form has been adopted by the court in *SRBA Administrative Order 1* (amended June 21, 1993), Section 4, which may be consulted for further information.

Any party filing 25 or more objections must make an appointment with the Clerk of the SRBA Court.

By filing an objection form, you are certifying that the objection is well-grounded in fact; is warranted by existing law or a good-faith argument for the extension, modification or reversal of existing law; and is not filed for any improper purpose, such as to harass, cause unnecessary delay or needlessly increase the cost of litigation.

I. GENERAL INFORMATION

Please fill in the following information:

1. **Party/Claimant objecting:**

Name: Ronald H Adams
Address: 3028 Chisholm dr
Hagerman Ida 83332
Phone: Work: _____ Home: 8376615

Briefly describe your interest in this water right: I own the
land that the original right was for

If this objection is *filed by an attorney*:

Attorney Name: _____
Attorney Address: _____
Attorney Phone No.: _____

If filed by an attorney, notice of pending court proceedings will be sent to the attorney only.

2. **Owner of the water right. You must identify the owner exactly as it appears in the Director's Report:**

Name: Deerwood Subdivision
Address: Ruby Springs Water Co
2638 Access rd in Hagerman Id
83332

II. STATEMENT OF THE OBJECTION

Please check each "box" which states your objection to the recommendation in the Director's Report.

1. ☒ *Name and Address*: I object to the name and/or address of the owner of the water right.
2. ☐ *Source*: I object to the source of water.
3. ☒ *Quantity*: I object to:
 - a. ☒ the total quantity of water used in cubic feet per second; or
 - b. ☐ the total quantity of water stored in acre-feet per year; or
 - c. ☐ the total quantity of water reserved for each and every purpose, including all present and future uses.
4. ☐ *Priority Date*: I object to the priority date.
5. ☐ *Points of Diversion*: I object to the legal description of the point(s) of diversion.
6. ☐ *Instream Flow*: I object to the legal description of the beginning and ending points of the instream flow.
7. ☐ *Purpose(s) of Use*: I object to the purpose(s) of use.
8. ☐ *Period of Year*: I object to the period of year when water is used or is necessary for the purpose stated.
9. ☒ *Place of Use*: I object to:
 - a. ☒ the legal description of the place of use; or
 - b. ☒ the number of irrigated acres within each forty (40) acre subdivision.
10. ☒ *Consumptive Use*: I object to the annual volume of consumptive use.
11. ☒ *Remarks*: I object to the "remarks" listed with the water right.
12. ☐ *Water Right Recommendation*: I object to:
 - a. ☐ this water right being recommended at all; or
 - b. ☐ this water right not being recommended.

13. ☐ *Description of Reservation:* I object to the legal description of the reservation.

14. ☐ *Other:* I object to: _____

REASONS SUPPORTING EACH BOX CHECKED

In the space following, you must state the reason(s) by number for each box checked. You may use additional pages if necessary.

1. Ruby Springs deleted Norwood's name and failed to replace it with mine
3. ~~a~~The total quantity is limited to 22 acres. My 15 acres was omitted.
9.a-My legal description was was omitted.
b-My 15 acres was omitted. Acreage shown does not include me.
10. Provisions for my use were omitted. Consumptive use is incorrect.
11. The remarks are limited to chosen property with Ruby Springs. My property has been omitted. 14. Ruby Springs omitted the balance of Norwood's water to me.

CHANGES TO THE DIRECTOR'S REPORT

Specifically describe how you want the Director's Report to be changed. You may use additional pages if necessary.

Please note: You should attach copies of documents which support your objection. Note on each document the "box number" it supports.

☐ Check here if you are submitting documents. Please list each document by the title and number of pages. You may use additional pages if necessary. _____

VERIFICATION (Must be Completed)

State of Idaho

County of Gooding

Ronald Hildner, being first duly sworn, upon oath, deposes and says:
(Name of party/claimant filing objection)

That I am the party/claimant filing this objection (as listed on Page 2, Section 1, "Party/Claimant Objecting"), as defined by I.C. § 42-1401A(1) and (7), and I have read this objection, know its contents and that the statements are true to the best of my knowledge and belief.

Ronald Hildner
Signature of party/claimant filing objection

By: _____
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: October 6, 1993
(Insert Date)

De Lora M. Blum
Notary Public for Idaho
Residing at: Hagerman, Idaho
My Commission expires: 5-3-95

INSTRUCTIONS FOR MAILING

You must mail the objection, including all attachments, to the Clerk of the Court. FAX filings will not be accepted by the Clerk of the Court. You must also send a copy to all of the parties listed below in the Certificate of Mailing.

You must sign the Certificate of Mailing to show that you followed these steps.

CERTIFICATE OF MAILING

I certify that on October 6, 1999, I mailed the original and copies of this objection, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P. O. Box 2707
Twin Falls, Idaho 83303-2707

2. One copy to the owner of the water right, and you must fill in the following information:

Owner name: Herwood Subdivision Ruby Springs Water Co
Owner's address: Roderick D Howard 2638 Access rd n.
Dagerman Idaho 83332

3. One copy to:

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P.O. Box 44449
Boise, Idaho 83711-4449

4. One copy to:

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, Box 33
Boise, Idaho 83734

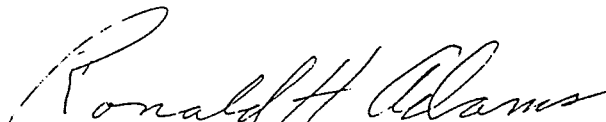

Signature of party/claimant or attorney

Table of Contents

A__ Affidavit of Ronald H. Adams

B__ Exhibits 1 thru 14

1. Map used in Ruby Springs Water Co. readjudication
- 1a Map used in Ruby Springs Water Co. application
2. Map with Ronald Adams adjacent property shaded in
3. Copy of the Norwood Subdivision Lots and adjacent parcels found in their Covenant records
4. A copy of the original Water Right License to Virgil Norwood for the Norwood Subdivision
5. A copy of the Ruby Springs Water Co. Articles of Incorporation
6. A copy of Norwood Subdivision Covenants
7. A copy of the Real Estate Purchase and Sale Agreement between Ronald Adams and Roderick Howard
8. Copy of the letter from Rod Howard to Jim Jones dated July 28, 1992
- 8a Copy of the letter from Rod Howard on behalf of Ruby Springs Water Co. to Ron Adams dated July 29, 1992
- 8b Copy of the letter from Rod Howard to Ron Adams dated November 14, 1992
9. Copy of the cover sheets for the Norwood Subdivision Ruby Springs Water Co. application dated August 1, 1988
10. Copy of a letter from D. Darlene Reich dated August 19, 1976, to the Norwoods

(continued)

- 10a Copy of memo from Bob Fleener to Mike Steele dated March 5, 1976
- 10b Copy of letter from Virgil Norwood to Department of Water Resources dated March 24, 1976
- 10c Copy of the re-exam Gary Finderburg did for Virgil Norwood dated May 14, 1976
- 10d Copy of the Assignment Of Permit granted to Norwood Subdivision on August 9, 1976
- 11. Copy of the Director's Report issued to Ruby Springs Water Co. for 18 acres total in Rod Howard's readjudication in 1992
- 12. Copy of request by the Hartman's to Ruby Springs Water Co. requesting their water transfer to Ron Adams on February 13, 1993
- 12a Copy of note the Hartman's sent to Ruby Springs Water Co. conflicting Rod Howard's statement that the Hartman Lot had no right to water dated February 13, 1993
- 13 Copy of memos contained in the Director's Report issued to Ruby Springs Water Co. for the 18 acres total in Rod Howard's readjudication in 1992

C___ Photographs showing lines from the 4.88 acre parcel

D___ Final pleading of Ron Adams

A

AFFIDAVIT OF RONALD ADAMS

October 3, 1993

Affidavit of Ronald H. Adams

in re: MOTION TO FILE A LATE NOTICE OF CLAIM

The 15.57 acres that I am requesting the use of water for now, was originally included in all of the original water right licenses issued to Virgil Norwood. In 1985, my mother, along with my wife and myself, purchased 53 acres from Joe Rand. Mr. Rand had purchased it from Virgil Norwood in 1983. I let Mr. Norwood run his livestock on this property until the time that he removed them in 1988. Virgil kept the pasture watered and he also took good care of the property. In 1988, Virgil had removed his livestock from the property. At that time, I asked Bill Curtis if he would mind me putting horses back on the property. Mr. Curtis owned Hidden Springs Trout Ranch, Inc.. Bill requested that I refrain from turning horses back onto the property because it would interfere with his fish farm operation. Knowing that the fence was bad separating our two properties, I did not turn the horses on it. I had no desire to interfere with Bill's fish rearing operation.

In January, 1987, my wife and I purchased Lot 1 of the Norwood Subdivision. I made a verbal agreement with Ruby Springs Water Co. Chairman Bill Sant giving me one share of the corporation water if I would let them use my property for their new road. I agreed to let them use my property for the company share. My carpenter and I repaired the house, built a new attached garage and finished building the home. During that time I spoke with Bill Sant on several occasions. Bill said he was in charge of their water corporation so I asked him if this share could be split. He assured me that if I let them use my property for the road, I would get the share of the corporation. The split was not a problem.

A short time later in 1987, Rod Howard and his wife purchased the Lot 1 house and property from my wife and I. In their contract, I stipulated that I was retaining a 3/4 inch water line from their two inch water line. They signed the contract and bought the property. In June of 1992, I asked Mr. Howard for the 3/4 inch of water. I used this 3/4 hose bib several times when Mr. Howard was not watering his garden. After I had used this water for several weeks, Rod Howard denied me the use of it. I repeatedly asked him for the use of the water and he repeatedly denied me the use of it. After it was clearly obvious that Rod Howard did not intend to honor his contract with me, I had an attorney write Mr. Howard a letter. Mr. Howard responded to the attorney with a letter making false accusations and accusing me of wrong doing. Please see attached letter dated July 28, 1992 to Jim Jones, atty..

Once again I reiterate, I had only used a hose bib tap (3/8 inch) and only at times when Rod Howard himself was not using the same hose bib to water his garden. I did not connect to his two inch line. There were no restrictions as to where water could go in the original Norwood Subdivision Covenants. But, this did change. In May of 1993, they voted not to allow any water to leave the Lots or Parcels that a shareholder owned. Please see attached copy of RESTRICTIVE AND PROTECTIVE COVENANTS FOR NORWOOD SUBDIVISION, Recorded June 15, 1972 and signed by Virgil and Ardith Norwood.

Also, in 1992, I requested and was granted the use of water from Ruby Springs Water Company. In the past, they had applied for me and kept my water rights current in their applications, notices and so forth. These water rights had been filed on in Virgil Norwood's original water rights. Since they were already filed on, I could not file for a double water right.

In July, 1992, I purchased Tax Lot 29 from Mr. and Mrs. Floid Hartman. Mr. Hartman was an original member of Ruby Springs Water Company. Please see attached ARTICLES OF INCORPORATION OF RUBY SPRINGS WATER COMPANY, Recorded as instrument number 56784 at the State of Idaho, Department of State, Secretary of State's Office on November 2, 1977. In Article 6 of this document, page 4, the fifth name down is Floid Hartman. On page five (5) of the same document, second column of the top half of the page, the seventh (7th) name down is signed Floid C.(?) Hartman. Page seven (7) of the document is not numbered. It is a Notary page. In the middle of this page, Floid Hartman's name is notarized into the instrument and acknowledged. Mr. Hartman was irrefutably listed as an original member of the original Ruby Springs Water Company. When acquiring Lots and/or Parcels in the original Corporation, it is clear that shares were not equal. ARTICLE 5, paragraph (c) states: The interest of the members may, or may not, be equal. The owner of a lot in said Norwood Subdivision or any of the eight tracts adjacent thereto shall be entitled to one vote for each such lot or tract so owned. ARTICLE 6, INCORPORATORS, page 4, Virgil Norwood-Hagerman, Idaho-two (2) votes, etc. etc.. It would appear that the intent of the document was for noone to be without water. However, there have been mistakes. Fifteen (15) Lots and eight (8) parcels or tracts of land makes twenty three (23). There are only twenty two (22) shares accounted for in Ruby Springs Water Company's filing. When I requested water for the Hartman Lot, it was denied me. Please see attached letter from Rod Howard, President, Ruby Springs Water Company dated July 29, 1992. Note that this letter was cc'd to, not only my attorney, but to the Gooding County Commissioners and the Planning and Zoning Board. I was forced to request notification of any upcoming meetings for Ruby Springs Water Company members. This was in the form of a Certified Letter dated April 9, 1992. I received a response from Pat Howard for the Ruby Springs assessment and a telephone call from Rod Howard stating that the next meeting was scheduled for May 4, 1993. I had no idea that Ruby Springs Water

Company would let me lose my water right in their adjudication process. I did not learn about this happening until May 5, 1993. Ruby Springs Water Company had filed for their water right, but, my original share had been excluded. This exclusion of water rights affected the Hartman Lot and the adjacent parcels or tracts of land to the Norwood Subdivision that Virgil Norwood had used for pasture land. Please find enclosed letters to and from the Department of Water Resources concerning the original filings. Ruby Springs Water Company has denied in writing that Floid Hartman ever had any water rights with them. I have tried to reason with Ruby Springs Water Company to get them to release the water that belonged with my property. They remain adamant in their refusal.

My daughter-in-law purchased Lot 13 of the Norwood Subdivision in October of 1992. She did allow me to use water from Lot 13 to water the Hartman Lot and portions of the 7.13 acre owned by me. Due to hostilities shown her by Rod Howard in threats and members of Ruby Springs Water Company and the neighbors in the Norwood Subdivision, she does not feel as if she can ever live there in peace and harmony.

Let it be known that there are three (3) two inch taps on the 4.88 acre parcel owned by me. One of them points directly at the Hartman Lot. This two inch line was destroyed during the construction of the road turnaround by the County in 1988. Mr. Hartman had suffered a stroke. He was unaware that his property had not had water to it since the construction of the new road. Irregardless of the water line torn out, Mr. Hartman had electric service and a septic system installed on his property after he purchased it from Virgil Norwood in 1972. For some time, Mr. Hartman had utilized a travel trailer on his land with the hopes of some day being able to build a cabin retreat.

One of the other two inch lines, is for servicing Lot 13 from the 4.88 acre parcel. The third and last two inch line on the 4.88 acre parcel comes directly off of an eight (8) inch line located across my property on the old railroad berm. This line comes across to my 7.13 acre parcel where it thereby 'Y's and goes two different ways. Enclosed you will find pictures of this line. It was broken sometime earlier than the picture was taken and capped off by Ruby Springs Water Company.

As stated earlier, Rod Howard denies me the use of the water that we agreed upon when he and his wife bought my property. (Lot 1) Billy Sant promised me a share of water in Ruby Springs Water Co. if I would let the County use my property for constructing the road across the ditch to Tax Lots 46, 47, 54, 55, 56, 57, 58 and Lots 1, 2 and 3 of the Norwood Subdivision. This road was completed in 1988. The L.I.D. for Norwood Subdivision was finalized in 1989. As it was promised to me, I have requested the use of the water promised. To date, not only are my requests being denied, but, I have lost water that Ruby Springs Water Company have vowed to protect.

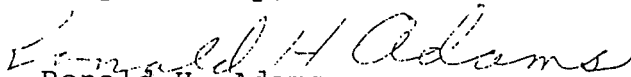
In November of 1992, there were approximately 14 to 18 sections of 40' three inch aluminum irrigation pipe left piled on my 4.88 acre parcel. When I told Bill Sant that I was going to remove the pipe that Mr. Norwood had left, Mr. Sant told me that the pipe belonged to him. It had always been laying there. I did not argue with him about the pipe. I let Bill Sant take all the pipe. Mr. Norwood had used this same pipe to irrigate his land with.

By Ruby Springs Water Co. not notifying me that they were not including me in their readjudication, they prevented me from contesting in a timely manner. Members of the Norwood Subdivision and Ruby Springs Water Co. were instructed not to talk to any members of my family concerning water or any upcoming meetings. They were told not to by Roderick Howard. Rod Howard simply omitted my taps when he readjudicated for Ruby Springs Water Co.. During the May 5 meeting, Rod Howard said that it was already too late for anyone to protest his claim. Department of Water Resources accepted his claim for water taps without verifying them. This was all done without my knowledge. It was intentional, done in a malicious manner with no regard for my property or its heirs. I have had surgery for bladder cancer several times.

When I gave my permission to Gooding County to build the new access road to Norwood across my property, and also to place the turnaround for the school bus on my property, I thought I was being considerate and neighborly in my actions granting approval. Gooding County agreed to reclaim the land they disturbed and have it graded down, sloped and reseeded. They have failed in their agreements also. I attempted to reclaim the land they disturbed and got into a mess for my efforts.

The property this road lies upon is still owned by myself, my wife and my mother. There are no written or verbal easements associated with it. Neither has it ever been deeded to Gooding County. This property purchased by myself and my family eight years ago has been placed in jeopardy and its value now without water is nominal to say the least. My water rights are now at risk along with the property the water rights were assigned to service. Please, your Honor, accept this Late Notice of Claim and investigate the facts surrounding my request.

Respectfully,


Ronald H. Adams

B

EXHIBITS 1 thru 14

LOUIS T. KOOPMAN
TAX 24

ERNEST M. BILLIARD 1
TAX 54 0.9

THOMAS LEE ROGERS
TAX 56

JOHN E. MCGRAW
TAX 57

FRANCES KYTE
TAX 58

LEISEL L. PEN
TAX 46

JUNE ALLEN
TAX 55

BILLY SANT
TAX 47
1.45

GARELD A. HEYREND 2
0.62

ARDITH M. NORWOOD 3
0.52

RODERICK HOWARD 1
1.38

RONALD H. ADAMS

1" = 150'

13
EUGENE CHISAM
0.84

0.80
5
WALTER W. FOSTER

0.94
6
RANDY W. HILL

0.73
7
GEORGE COWELL

0.84
8
PHILIP JOHNSON

NORWOOD DRIVE
10
PETE GOEDHART
0.99

ACCESS ROAD No. 2
11
WILLIAM BUCKLAND
0.73

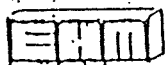
12
ALBERT VANHOUTEN
1.18

FLOID C. HARTMAN
TAX 29

14
MARVIN L. FOSS
1.18

15
ROLIN A. PHILLIPS
1.82

NORWOOD SUBDIVISION ROAD RECONSTRUCTION MAY, 1986



Edwards, Howard & Marlowe, Inc.
ENGINEERS / PLANNERS / SURVEYORS

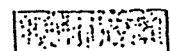
LOCATED IN: S 1/2 NE 1/4, SEC. 13, T. 7 S., R. 13 E., B. 1.

KEY:

RECONSTRUCTION

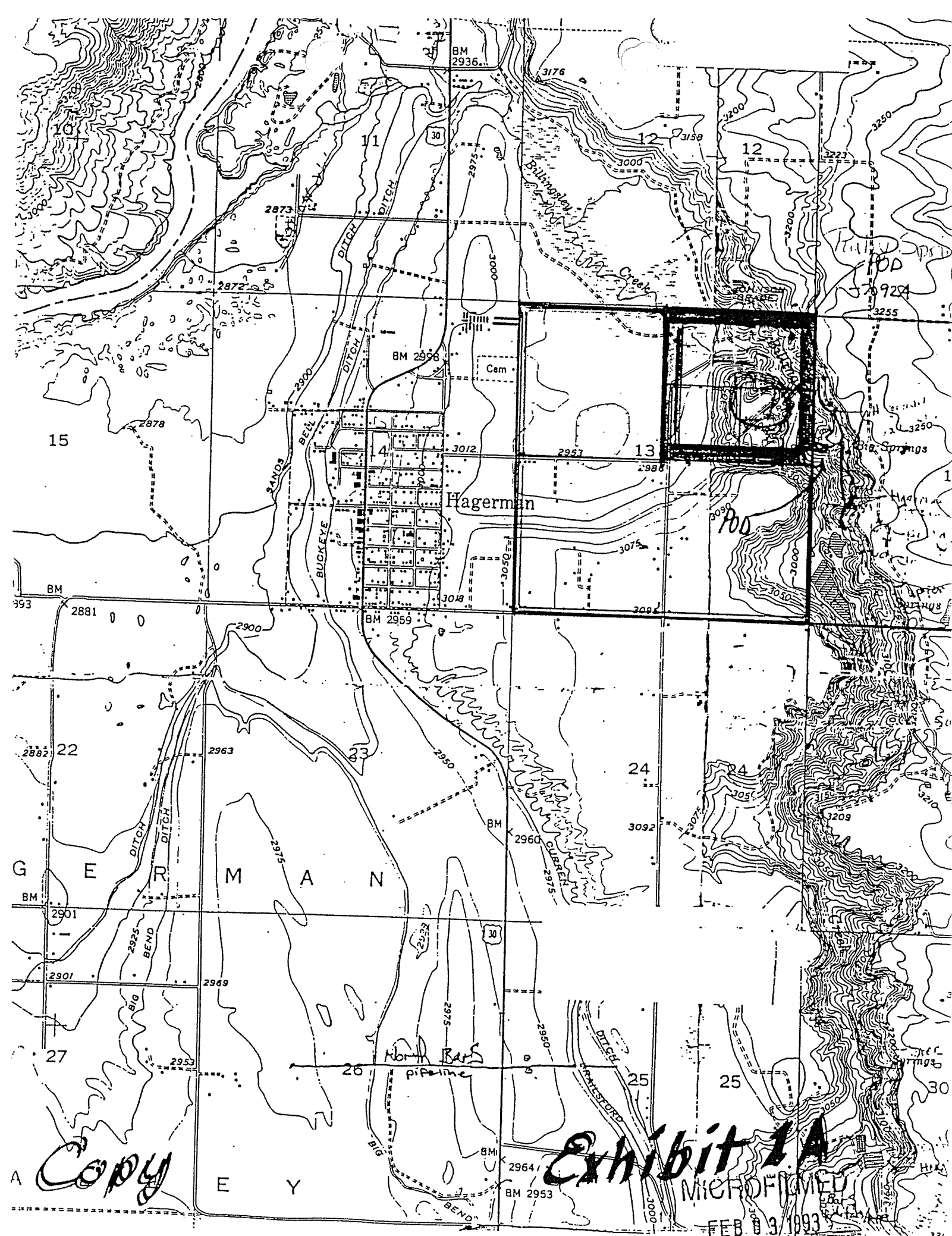


NEW CONSTRUCTION
and/or EASEMENTS



Map in Ruby springs application for water.

COPY



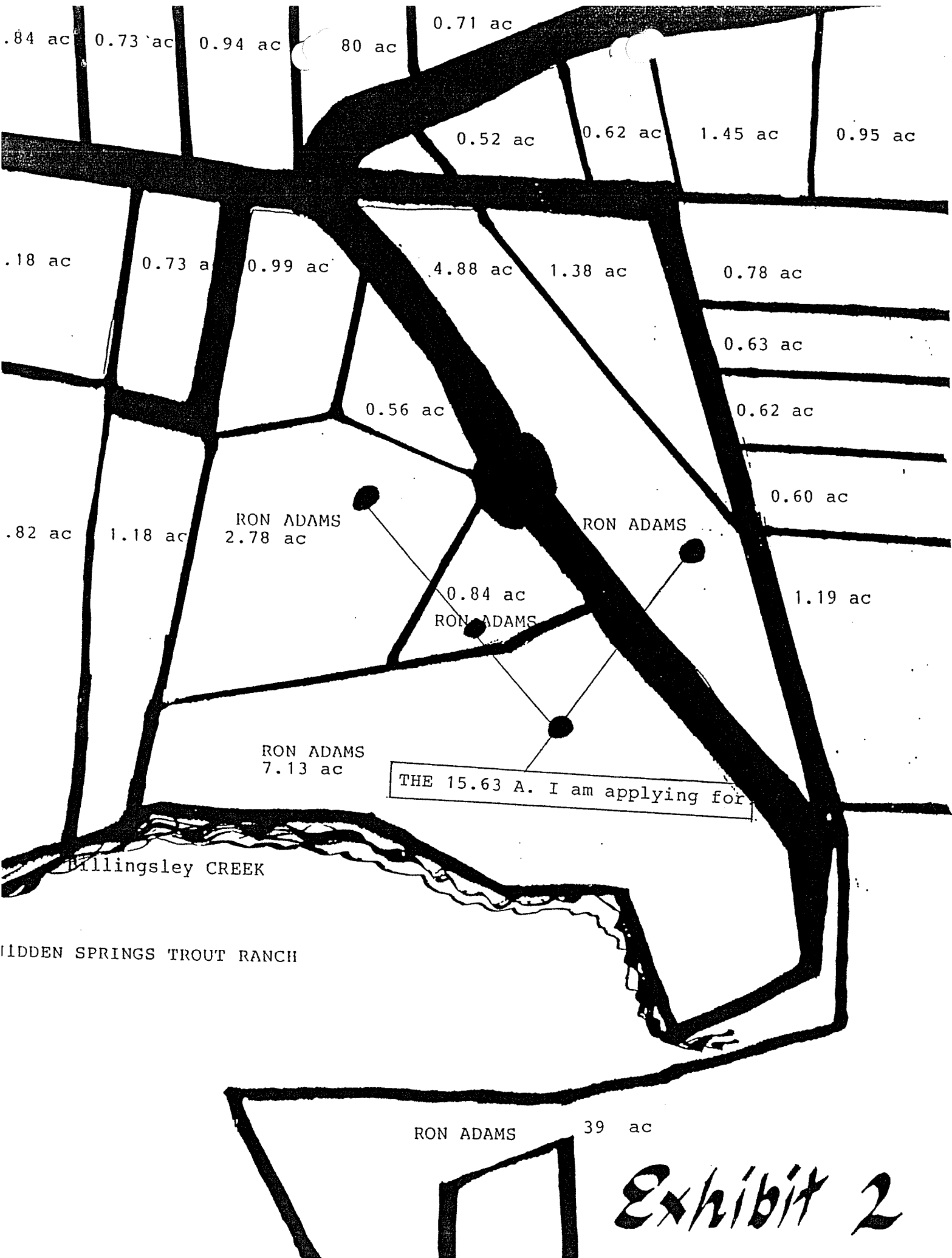
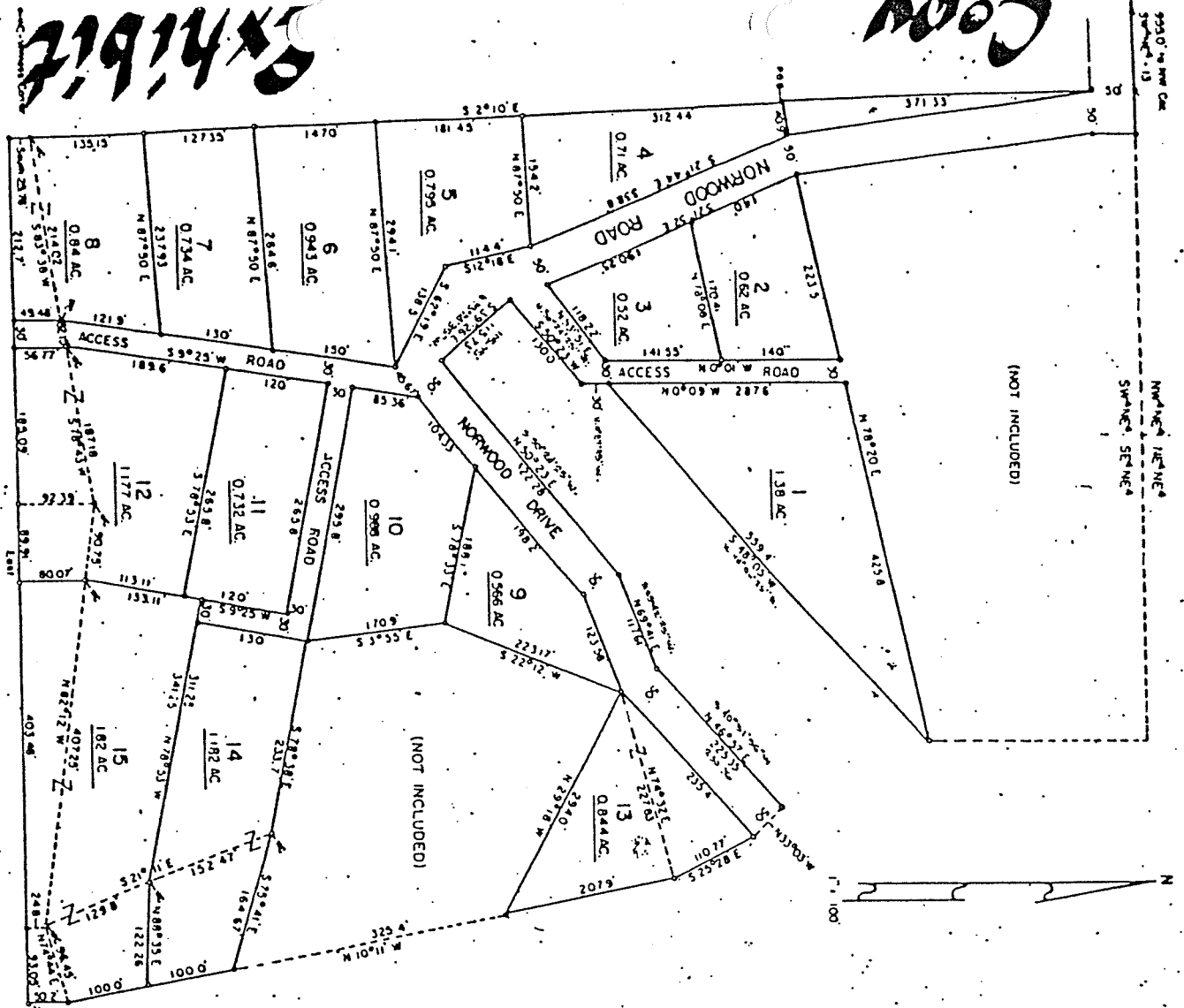


Exhibit 2

0719145



(NOT INCLUDED)

(NOT INCLUDED)

DEDICATION

[illegible]

August 26. 1900
Audith M. Woodward

Adith in Newell

ACKNOWLEDGMENT

STATE OF OREGON) ss
County of Clatsop) ss
On this 14th day of March, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared VINCE L. NOWAKOWSKI and ANDRICH NOWAKOWSKI, known to me to be the persons whose names are subscribed to the foregoing declaration, and acknowledged to me that they executed said document.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year in this cert. a true and correct copy.
above written.

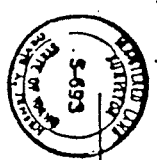
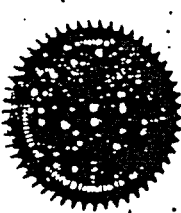
R. L. M. F.

Rollin M. Stucke
Morty Noble

My Camera on phone 10-10-1

SURVEYORS CERTIFICATE

This is "Cecil's Hot L, DRIVE A JENSEN, a duly registered (and) Servicer, interpreted the land described in the foregoing declaration; and that this plot is a true and accurate representation of said survey on maps and staked by me as said land and designated herein as "HOLWOOD SUBDIVISION".



ACKNOWLEDGMENT
STATE OF IDAHO

State of Oregon 115

County of Marion 115

On the 1st day of June, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared ORVILLE A. JENSEN, known to me to be no person whose name is subscribed to the foregoing Surety's Certificate, and acknowledged to me that he executed the same.

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

Notary Public
4-1-74

My Green is for the

COUNTY COMMISSIONER'S ACCEPTANCE
The trustees and the title accepted and approved by the

The foregoing bill was duly accepted and approved by the Board of Administration of the Library of Congress, 16 June 1971.

City of _____, 1977.
James M. Soudan
Clerk

_____ Clerk

Chairman

COUNTY RECORDER'S CERTIFICATE
This is to certify that the foregoing deed was filed

This is to certify that the foregoing spot was filed for record in the office of the Register of Deeds in County, Texas, on the _____ day of _____, 1977, at the request of _____ and duly recorded in Book _____, Page _____.

YIMLAN M. BURROGH
Chair

Chore

Edward J. Ryan
Ex-Officio Member

Ex-Officio Member

NORWOOD SUBDIVISION
IN S² NE⁴, SEC. 13, T. 7 S., R. 13 E., B.M.
GOODING COUNTY, IDAHO

*Lots pertaining to Norwood Subdivision. Covenants

In Rod Howard's last application for a Water Right License, he used the map in Exhibit 1. He submitted a count of the water taps that he wanted based on the Lots that he wanted included. He omitted my property. Exhibit 1 is in conflict with the original map submitted for the Norwood Subdivision Covenants established in 1972. The map used for their Covenants is shown as Exhibit 3. Exhibit 9 shows the 1988 adjudication license submitted by Rod Howard on behalf of Ruby Springs Water Co. Exhibit 11 shows the Director's Report issued for only 18 acres total in Rod Howard's readjudication in 1992. My property was not included in Exhibit 11.

Exhibit 1 submitted by Rod Howard allows for 19.35 acres. The entire area located from the original maps with the Adams property allows for 34.14 acres.

RECEIVED

State of Idaho
Department of Water Resources

AUG 13 1976

36-7092A

Department of Water Resources
District Office

WATER RIGHT LICENSE

License of Water Right No. 36-7092A Priority Nov. 6, 1969 Amount 1.10 cfs

THIS IS TO CERTIFY, that NORWOOD SUBDIVISION
of Ilagerman, Idaho has complied with the terms and conditions of Permit
No. 36-7092A Issued pursuant to Application for Permit dated November 6, 1969
and has submitted proof to the Department of Water Resources on June 25, 1975
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 1.10 cfs of water from unnamed springs
tributary to Billingsley Creek and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	from <u>April 1</u> to <u>Nov. 1</u>	at <u>1.10</u> cfs and	<u>220</u> acre feet or
	from _____ to _____	at _____ cfs and	<u>4.0</u> af per acre
	from _____ to _____	at _____ cfs and	
	(both dates inclusive)		

Subject, however, to the condition that no more than 1.10 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
220 acre feet per year, said waters to be diverted within the NE 1/4 NE 1/4 of Sec. 13,

Twp. 7 S, Rge. 13 E, B. M. in the County of Gooding

Description and location of place of use:

Twp.	Range	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	
7 S	13 E	13			20	25										10			55

Total number of acres irrigated 55

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 16 day of August, 19 76.

Director

COPY

Exhibit D

#1998
67280 ✓
No. **FILED**
NOV 7 1977
A.M. 3:40 P.M.
GOODING COUNTY RECORDER

17 NOV 2 AM 8 33

ARTICLES OF INCORPORATION
OF
RUBY SPRINGS WATER COMPANY

STATE

Margaret F. Clements

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, all citizens of the United States of legal age, have this day voluntarily associated ourselves together for the purpose of forming a nonprofit corporation pursuant to Title 30, Chapter 10 and Section 30-117A, Idaho Code, and do hereby make, execute and acknowledge in triplicate, this certificate in writing.

ARTICLE 1

CORPORATE NAME

The Corporate name of this Corporation shall be RUBY SPRINGS WATER COMPANY.

ARTICLE 2

OBJECTS AND PURPOSES

The objects and purposes for which this Corporation is formed are as follows:

(a) To acquire water rights, together with the necessary means of diversion, storage and conveyance thereof, for domestic and irrigation purposes, for uses upon the lots in the Norwood Subdivision, being lots 1 through 15, inclusive, according to the official plat thereof on file in the office of the County Recorder of Gooding County, State of Idaho, on June 28, 1971, as Instrument No. 36134, records of Gooding County, Idaho, and upon eight parcels or tracts of land presently surveyed and adjacent to said Norwood Subdivision and being located in the S₄NE₄, Section 13, Township 7

Exhibit 5

South, Range 13 E.B.M. (formerly owned by Virgil U. Norwood and Ardith M. Norwood and conveyed to the respective incorporators hereof).

(b) To provide and establish rules and regulations for the use of such water and water system so acquired.

(c) To make assessments for the costs of operation and maintenance, the repair, replacement, and rehabilitation of such water system or systems.

(d) To make all such assessments levied against the association members for the costs and expenses set forth in Subparagraph (c) above upon a prorata basis, determined by the number of lots or tracts owned by each such member.

(e) To sue and be sued, complain and defend in any court of law or equity.

(f) To make By-laws not inconsistent with the Constitution and laws of the United States, or of this State, for the management of its properties, regulation and government of its affairs; and for the enforcement of its By-laws in the event of failure of any member to comply therewith.

ARTICLE 3

PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Corporation shall be located at Hagerman, Gooding County, Idaho.

ARTICLE 4

DIRECTORS

The business of the Corporation shall be managed by a

board of at least three directors who must be members and provided, that any greater number of directors may be provided for by the By-laws of said Corporation.

ARTICLE 5

MEMBERSHIP AND STOCK CERTIFICATES

- (a) This Corporation shall issue no capital stock or membership certificates in Twin Falls, Idaho.
- (b) Membership shall be limited to members who produce satisfactory proof that such member is the owner of, or is acquiring a tract or tracts of land in the described Norwood Subdivision or the described eight parcels adjacent thereto, all as hereinabove more particularly described.

- (c) The interest of the members may, or may not, be equal. The owner of a lot in said Norwood Subdivision or any of the eight tracts adjacent thereto shall be entitled to one vote for each such lot or tract so owned.

ARTICLE 6

INCORPORATORS

The names, Post Office addresses, and initial number of votes to which the incorporators are entitled are as follows:

<u>Name</u>	<u>Address</u>	<u>No. of Votes</u>
Jerry W. Boyd	Star Rt., Bliss, ID	1
Gerald Heyrend	Hagerman, Idaho	1
Ira Wells	Hagerman, Idaho	1
Walter W. Foster	Hagerman, Idaho	1
William Johnson	Hagerman, Idaho	1
Jewell A. VonIns	1624 Kimes Avenue Twin Falls, Idaho	1

<u>Name</u>	<u>Address</u>	<u>No. of Votes</u>
Virgil U. Norwood	Hagerman, Idaho	2
Darrell J. Savage	Hagerman, Idaho	3
Stan Iwakiri	Hagerman, Idaho	2
Robin A. Phillips	Star Rt., Bliss, ID	1
Floyd Hartman	722 Green Acres Drive Twin Falls, Idaho	1
Thomas L. Rogers	Hagerman, Idaho	1
Edsell "J" Kyte	Hagerman, Idaho	1
Billy J. Sant	Hagerman, Idaho	1
James Lettman	13647 - 103 NE Kirkland, WA	1
John E. McGraw	4595 Castlewood Dr. Meridian, Idaho	1
Ernest M. Billiard	Hagerman, Idaho	1
A. Arthur Allen Jr.	6128 W. Russell Ave. Minneapolis, Minnesota	1

ARTICLE 7

BY-LAWS

The By-laws for the government of the Corporation and the management of its affairs shall be adopted by the members of said Corporation, and said members shall be empowered to amend or repeal said By-laws in accordance with the provisions thereof, and pursuant to the laws of this State.

ARTICLE 8

TERM

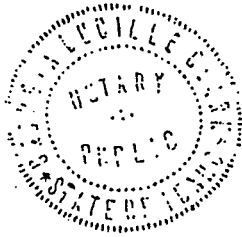
The term and existence of this Corporation shall be perpetual.

ARTICLE 9

AMENDMENT

These Articles of Incorporation may be amended in accordance

my official seal the day and year in this certificate first
above written.



Notary Public for the State of Idaho
Residing at Hagerman, Idaho

State of IDAHO }
County of Twin Falls } ss.

On this.....day of....., 19..77, before me, the undersigned notary public in and for said state, personally appeared

JEWELL A. VONINS
known to me to be the person.... whose name.....is.....subscribed to the within instrument and acknowledged to me that.....he.....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.

Notary Public for the State of Idaho
Residing at.....

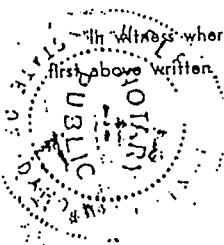
State of IDAHO }
County of Twin Falls } ss.

On this 29th day of June, 1977, before me, the undersigned notary public in and for said state, personally appeared

FLOYD HARTMAN
known to me to be the person.... whose name.....is.....subscribed to the within instrument and acknowledged to me that.....he.....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.

Shen C. Huston
Notary Public for the State of Idaho
Residing at Twin Falls



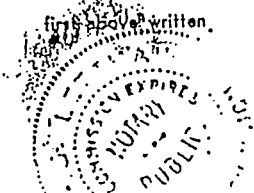
State of WASHINGTON }
County of King } ss.

On this 10th day of October, 19..77, before me, the undersigned notary public in and for said state, personally appeared

JAMES LETTMAN
known to me to be the person.... whose name.....is.....subscribed to the within instrument and acknowledged to me that.....he.....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.

Shen C. Huston
Notary Public for the State of Washington
Residing at Bellevue



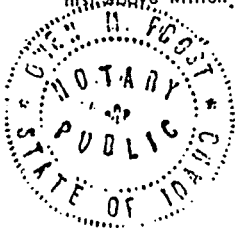
County of _____

On this 24 day of Sept., 1977, before me, the undersigned notary public in and for said state, personally appeared

JOHN E. McGRAW

known to me to be the person... whose name is subscribed to the within instrument and acknowledged to me that he 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.



Quinn Faust
Notary Public for the State of Idaho
Residing at Meridian, Idaho

State of IDAHO

ss.

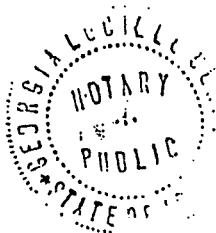
County of Gooding

On this 22nd day of Oct., 1977, before me, the undersigned notary public in and for said state, personally appeared

A. ARTHUR ALLEN JR.

known to me to be the person... whose name is subscribed to the within instrument and acknowledged to me that he 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.



Barbara Louise Clark
Notary Public for the State of Idaho
Residing at Lapwai

State of Idaho

ss.

County of TWIN FALLS

On this 12th day of MAY, 1977, before me, the undersigned notary public in and for said state, personally appeared

MRS. JEWEL L. YONINS

known to me to be the person... whose name is subscribed to the within instrument and acknowledged to me that she 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.

Michael J. Miller
Notary Public for the State of Idaho
Residing at Twin Falls, Idaho

5

STATE OF IDAHO

COUNTY OF GOODING }

I hereby certify that the foregoing is a true copy of the original instrument on file in my office.

Dated Feb 12 1993

JOHN A. MYERS

District Court Clerk

By Arthur Sells
Deputy Clerk

STATE OF IDAHO
COUNTY OF GOODING }

I hereby certify that the foregoing is a true copy of the original instrument on file in my office.

Dated Oct 4 1993

JOHN A. MYERS

District Court Clerk

By Arthur Sells
Deputy Clerk

No. 56784

Articles of Incorporation

of

RUBY SPRINGS WATER COMPANY

Hagerman, Idaho

Place of business Perpetual
Existence Chapter 10
Capital Stock _____

STATE OF IDAHO
Department of State
Boise, Idaho

Approved, filed and admitted to the records of articles of Incorporation of the State of Idaho and certificate issued this November 9 day of 1993 at _____ o'clock _____ M.

FEES PAID	15.00
Filing	\$ 3.20
Recording	_____
Cert. Copy	_____
Certificate	_____
License Tax	_____
TOTAL \$	18.20

Pete T. Cennarusa
SECRETARY OF STATE

BY Ann Link
CORPORATION CLERK
James, Hobday & Varin
P.O. Box 178

5

Fi

: RESTRICTIVE AND PROTECTIVE COVENANTS
FOR NORWOOD SUBDIVISION
GOODING COUNTY, IDAHO

KNOW ALL MEN BY THESE PRESENTS:

That Virgil U. Norwood and Ardith M. Norwood, husband and wife, Hagerman, Idaho do hereby certify and declare:

(1) That the said Virgil U. Norwood and Ardith M. Norwood are the owners in fee simple of all that certain real property situate in Gooding County, State of Idaho and particularly described as follows, to wit:

All of Norwood Subdivision, being Lots 1 through 15 Inc., thereof, according to the official plat thereof on file in the office of the County Recorder of Gooding County, State of Idaho on June 28, 1971, as Instrument Number 36134, Records of Gooding County, Idaho. And being located in the S $\frac{1}{2}$ NE $\frac{1}{4}$, Section 13, Twp. 7 S., R. 13 E.B.M.

(2) That all of the real property and all lots, parcels, and tracts thereof, and any conveyance covering or describing all or any parts thereof either by reference to the above described plat or by name, number or designation thereof, or by any other description, shall be subject to the following restrictions, protective covenants, and conditions; and that by the acceptance of any conveyance of any property in said Norwood Subdivision, the grantee or grantees therein, and their heirs, executors, administrators, successors or assigns, covenant with the parties hereto, or their heirs or assigns and with the other grantees or subsequent owners of property in said Norwood Subdivision as to the property so described and conveyed in or by such conveyances as follows:

(a) LAND USE AND BUILDING TYPE.

No lot shall be used except for residential purposes. A building site shall consist of one of the residential tracts as platted on the recording plat. No building or structure shall be erected, constructed, maintained, or permitted upon said real property except upon a building site as hereinabove defined. No building or structure shall be erected, constructed, maintained on a building site other than a detached single family dwelling not to exceed one and one-half stories in height.

I.

Exhibit 6

(b) DWELLING QUALITY AND SIZE

No dwelling shall be permitted on any building site less than a minimum of 800 square feet of floor space.

(c) BUILDING LOCATION.

No building shall be located on any building site nearer to the front line than 20 feet, nor nearer than 10 feet to any side lot line or interior lot line.

(d) SUBDIVISION RESTRICTION

All of Norwood Subdivision Sites, being Lots 1 through 15 Inc., shall not be subdivided and no part, parcel or segment of a lot shall be sold.

(e) EASEMENTS.

Easements for installation and maintenance of drainage facilities are reserved as shown on the recorded plat and no permanent structure shall be erected on those areas.

(f) NUISANCES.

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

(g) TEMPORARY STRUCTURES

No structure of a temporary character or out-building shall be used on any lot at any time as a residence either temporarily or permanently. Mobile Trailer homes are expressly recognized and exempted from the provision but in the use of a temporary structure as a residence.

(h) SIGNS.

No sign of any kind shall be displayed to the public view except one-sign not more than 2 feet square stating who resides on the lot. In case of sale of the property, one sign not more than 4 square feet may be displayed advertising the property for sale.

(i) GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a closed and sanitary condition.

(j) SANITATION.

All lavatories and toilets shall be built indoors and connected with an outside septic tank until such time as a sewer system shall be constructed in that area. If connected with a septic tank, the same must be of a definite type as recommended by the Idaho State Department of Health, Engineering and Sanitation section. The affluent from such septic tank shall not be permitted to discharge into a stream, storm

sewer, open ditch, or drain unless it has first passed through an adequate absorption field which meets the standards as adopted by the Idaho State Department of Health, Engineering and Sanitation section.

(k) LIVESTOCK

No livestock shall be kept or maintained on any of said sites for commercial purposes.

(l) FENCES.

In the event that fences are erected the same shall be erected using woven wire, concrete or board fence.

(m) IRRIGATION WATER.

Each lot owner shall pay to the said Virgil U. Norwood and Ardith M. Norwood, their heirs, successors and assigns the sum of \$5.00 per month for the months of April, May, June, July, August, September and October of each year for the use of water for sprinkling acreages or pasture land.

(3) These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded after which time such covenants shall be automatically extended for successive periods of five years unless an instrument signed by the majority of the then-owners of the lots or building sites has been recorded agreeing to change such covenants in whole or in part.

(4) REMEDIES. If an interested party, or any of his or her heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said Norwood Subdivision to prosecute any proceedings at law or in equity against said person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damages, at law or in equity.

(5) INVALIDATION. Invalidation of any one of these covenants by judgment or court order, shall in no wise affect any of the other provisions which shall remain in full force

and effect.

Virgil U. Norwood
Ardith M. Norwood

STATE OF IDAHO)
) ss.
County of Gooding)

On this 15th day of June, 1972 before me, the under-
signed, a notary public in and for said State personally
appeared Virgil U. Norwood and Ardith M. Norwood known to
me to be the persons whose names are subscribed to the within
instrument and acknowledged to me that they executed the same.

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



Paul A. Myers
Notary Public for the State of
Idaho, residing at Gooding.

STATE OF IDAHO
COUNTY OF GOODING } ss.
I hereby certify that the foregoing is a true copy of
the original instrument on file in my office.
Dated Oct 4, 19 73
JOHN A. MYERS
District Court Clerk
By Deputy Sotis
Deputy Clerk

IV.

640847

STATE OF IDAHO, COUNTY OF GOODING, ss.

Filed for record at the request of _____
_____ min. past 10 o'clock 9 M. this 15th day
of June, 1972

VIVIAN M. BURDEN, Recorder
By Alone Sotis, Deputy

Virgil Norwood
Route 1
Haslem, Id 83322

CONTINUOUS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING: IF ANY QUESTION, CONSULT YOUR ATTORNEY.

RODERICK R. HOWARD PATRICIA HOWARD, husband and wife Twin Falls, Idaho, May 7, 1987
(hereinafter called "Buyer") agrees, purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in
County of Gooding
State of Idaho, commonly known as Lot 1 Norwood Subdivision, Gooding County, Idaho.
legally described as:

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF 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.)

1. TOTAL PURCHASE PRICE IS FIFTY-EIGHT / EIGHT HUNDRED AND NO/100 DOLLARS (\$ 58,800.00) payable as follows:

A. Earnest Money.
(a) Buyer hereby deposits and a receipt is hereby acknowledged of TWO THOUSAND and No/100 Dollars (\$ 2,000.00) evidenced by: ☒ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due, or
paid or delivered as earnest money in part payment of the purchase price for the premises.
(b) Earnest Money to be deposited in trust account upon acceptance by all parties.
(c) All Earnest Money shall be held by SELLER for the benefit of the parties hereto, and N/A (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: Approximately \$11,760.00 including above earnest money payable in cash upon close of escrow. The Balance of \$47,040.00 by new loan with lender of buyers choice. Should buyer be unable to obtain a bank loan, seller agrees to carry \$47,040.00 on promissory note and deed of trust with interest at 10.5% per annum amortized over 30 years with full prepayment privileges without penalty. Buyer will pay all of his loan costs including loan fee, and discount points.

Buyer agrees to pay rent to seller at \$392.35 per month commencing May 16, 1987, to date of closing. Seller reserves the right to connect a 3/4 inch line for domestic water from existing line on subject property. \$47,040 comes off for carpet

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of May 16, 1987 If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand. RHA

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: Subject to approval of Title Insurance Commitment by buyers.

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that First American Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be First American Title Company N/A is the broker responsible for the closing.

Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be On or before Sept. 7, 1987

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.
7. Seller shall deliver possession to Buyer on or before May 16, 1987 and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of close of escrow except as follows:

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

8. The parties agree that this agreement contains the following additional terms and conditions: This offer is contingent upon buyers obtaining a loan with interest rate at no more than 11% per annum and discount points no more than 3.5%. Should buyers refuse to close, they agree to forfeit all earnest money. Should sellers refuse to close, they agree to refund earnest money to buyers.

9. The following items of property now on the premises are specifically excluded from the sale: none

The following items of personal property are specifically included in the sale: stove, drapes and all attached items.

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency: N/A Selling Agency: N/A

BUYER By: _____
BUYER's Address _____
BUYER's Phone _____

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, and the undersigned Seller further agrees to pay a commission of _____% of selling price or N/A DOLLARS (\$ _____) to the above named broker(s) for services.

I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

SELLER Seller's Address _____
SELLER Seller's Phone _____

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 7th day of May, 1987.

BUYER STATE OF IDAHO)
County of Twin Falls) ss
On this 7th day of May, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald H. Adams

known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Jim Jones
Attorney
960 Broadway, Suite 310
Boise, Idaho 83706

July 28, 1992

Dear Jim Jones:

Ref: Ron Adams Domestic Water

Jim, this is the second time I have had the opportunity to answer one of your letters. The first time I was the Jarbidge District Ranger of the Humboldt National Forest. Your brother Cal and one of my Range Conservationist had had a disagreement. As I replied in my answer to you, Cal and I rode the Garden of Eden Ranch permit and found that we were in total agreement. The disagreement was over a procedural matter and not of substance. I regretted to see Cal give up his Forest permit. He was a very good permittee. He had a knowledgeable and dedicated full time rider and his range was in show class condition.

The situation you have written to me concerning Ron Adams is a different matter.

When I signed the Earnest Money Agreement with Ron, I did it with full intent of keeping my agreement and still intend to do what is right and legal. Mr. Adams has placed a 3/8 inch Y on one of my taps and has been using it for settling dust on a earth moving project out of the subdivision without asking or receiving permission.

He has changed the setting on the tap and "blown out" ditches in my garden causing flooding, some work and considerable irritation. Possibly the connecting the Y fulfills the letter of the law to some extent. The connection of a 3/4 inch line into my personal property line does not make common sense. My personal line is connected to one of the Corporations main lines and angles to the north. The property Mr. Adams desires water for is south of the Corporation main line. As a result, the Corporations water would be taken out of my line and then piped back across the Corporations main line to Adams property. The Corporation would not give an easement for Corporation water to be piped across the same Corporations pipe line. A desirable connection site for Mr. Adams proposed building location is not a problem. A Corporation main line borders the location on two sides. The problem in question is really not the connection or the sites of connection but the WATER.

Ron Adams purchased my building lot in January 1987, my earnest agreement is dated May 7, 1987. I had full faith that Mr. Adams was an honest and reputable business man who had researched laws, regulations and covenants pertaining to selling and purchasing of this property. It appears apparent that Mr. Adams had not and probably still has not read the Norwood Subdivision Covenants, the Ruby Springs Water Company (an Idaho non-profit corporation) articles and by laws and the State of Idaho water Right License to the Norwood Subdivision. For Mr. Adams to connect into my water line or any water line carrying Ruby Springs Water Company water and to remove it from Subdivisions designated lots and tracts is a violation of State Law, Corporation Law, and Subdivision Covenants. It appears to me to become a party in such case would make me an accessory to breaking State Laws, Corporation Laws, Subdivision Covenants and theft of water.

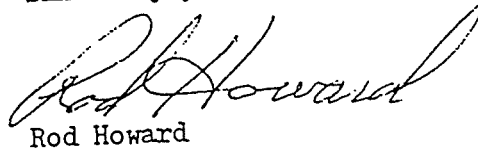
Exhibit 8

Jim, you are a legal counselor and you initiated this response with your letter and I feel that I am intitled to ask your opinion as to what I should do. I am President of the Ruby Springs Water Company and I am entrusted with seeing that laws, by laws, articles and covenants pertaining to the Subdivision are kept. Should I break the trust of those good people who elected me to this position and violate State Law, Corporation Law and Subdivision Covenants to honor the agreement with Mr. Adams?

To fulfill the obligation I have with Ron it appears I could allow a 3/4 water line to be connected to my personal water line. However, such a connection would need to be permanently capped and never leave my property.

I will be looking forward to hearing from you pertaining to violations of State Laws, Corporation Law, Subdivision Covenants and theft of water.

Sincerely yours,



Rod Howard

cc;

Ron Adams
Ruby Springs Shareholders



Ronald Adams
3028 Chisholm Dr.
Hagerman, ID 83332

July 29, 1992

Dear Adams Family;

We the Norwood Subdivision owners have just completed a Summer meeting of which your development was one of the subjects discussed. We have been shocked to see you developing the super steepened, highly erodible "bad lands" type adjacent to Billingsley Creek. We had been given the impression that Norwoods had selectively put the developable lands into the Norwood Subdivision and left the "bad lands" as open space. The permanent marring and scarring of the landscape you are doing will depreciate the aesthetic value of the area. Cutting the toe of the slope and disturbing the clay soil type of this area will cause formation failure of severe environmental proportion endangering surrounding properties and degrading Billingsley Creek.

Our feeling of security for this area was reinforced by Gooding County Ordinance No. 36 where each lot, parcel of land and other property was assessed in the LID according to use and future use of the Norwood road system. Hearings were held and appeal period given. You were assessed and accepted one lot share and the road was planned and constructed accordingly. If you intended to build on more than one lot you should have stepped forward and expressed your intention. The road could have been designed and constructed accordingly and you would have been assessed your true proportionate share. The road is half paid for. Each lot or track owner is paying \$3,778.99 plus 8% interest annually.

My calculations show the amount of \$3,778.99 compounded annually at 8% to be \$5,552.56 at the end of 5 years and still increasing. We intend to place a Torque Claim against the county if you are allowed to increase the customary traffic on the road.

In all fairness we request that you either abandon your development and do what is possible to reclaim the damage you have done, or you voluntarily pay \$3,778.99 plus 8% interest for each lot you develop or sell. Payment to the present lot and track owners who are or have paid for the road. We are recommending to the County Commissioners that no additional building permits be given beyond those the road was planned, constructed and assessed for.

You have expressed your intention to use Norwood Subdivisions, Ruby Springs Water Companies water for a lot in the draw south of Lot #1 out of the Subdivision.

In reviewing the Subdivision Covenants, the articles of Incorporation of Ruby Springs Water Company, an Idaho Corporation, the State of Idaho Department of Water Resources Water Right License it is clear that you have no claim to any water belonging to the Subdivision. The water rights belong to the Corporation with one share per lot, which may not be subdivided or

SA

altered in any way. By virtue of owning Lot #1 in 1987 you were a member of the Ruby Springs Water Company. We have no record of you paying any dues or attending any meetings. When you sold the lot you sold all entitlements to any water. What you have intended to do was to give Corporation Rights as an individual shareholder.

You never had any water rights in the Ruby Springs Water. All water rights are owned by the corporation. As lot owner (shareholder) a person is entitled to use corporation water on that lot. To use or attempt to use corporation water for purposes other than use on the 22 lots without permission of the corporation is illegal.

The shareholders of the Corporation feel that if you are going to develop it would be desirable for you to obtain potable water before you progress any further. As a result, we have taken a vote and decided that you should stop and desist from using Norwood Subdivision, Ruby Springs water Company, an Idaho Corporation, ~~water~~ for the present and the future.

Further, we would like to caution you that we have several easements and right ways for drain lines and pipelines on your present property that our Covenants direct us to protect. It is our intention that these easements and right-of-ways be not disturbed.



Roderick Howard, President
Ruby Springs Water Company

cc:

Shareholders
Jim Jones
County Commissioners
Planning and Zoning Board

8

Ronald Adams
3028 Chisholm Dr.
Hagerman, Idaho 83332
November 14, 1992

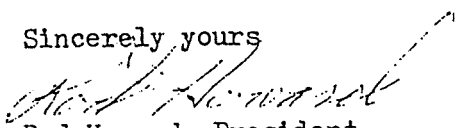
Dear Mr. Adams,

This letter is to document our phone conversation of November 13, 1992. I told you to stop using Ruby Springs Water on the Hartman lot. You said you would not, but the water was turned off last night. Removal of water from the twenty-two lots is a violation of Subdivision Covenants and the Water Company's by laws. The County Commissionars have advised me that if any Covenants or by laws are allowed to be violated that they all become void. To my knowledge we have not allowed any Covenants or by laws to be violated, nor do I intend too. You act as if every time we ask you to comply with Laws and Covenants that it is a personal item, and we are unreasonable, and you should be given personal exemption from our Governing Regulations. Once more I am asking you to become familiar and comply with Governing Regulations of the area before plowing ahead and create problems for yourself and others.

You have repeatedly indicated that you have secret information that you have water rights to Ruby Springs. One of our articles of Corporation says membership shall be limited to members who produce satisfactory proof that they are a legitimate member. If you feel you have any proof submit it to the Corporation President or Board of Directors for review.

We, like other water users in Hagerman Valley, are working our way through the Snake River Water Adjudication with the Division of Water Resources. If you have any evidence that the Hartman parcel of land has had a Ruby Spring Water system connection and/or has used Ruby Springs Water continously without more than a 5 consecutive year lapse since the Corperation of Ruby Springs Water Co. in 1977 let me know immediately.

Sincerely yours



Rod Howard, President

Ruby Springs Water Company

81

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: A36-07092A
Date Received: 8/03/1988
Receipt No: S001266
Received By: LW JS

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: NORWOOD SUBDIVISION
Address: RUBY SPRINGS WATER CO.
C/O RODERICK R. HOWARD
BOX 658
HAGERMAN, ID 83332 208-837-6633
2. Date of Priority: NOV 06, 1969
3. Source: SPRINGS Trib. to: BILLINGSLEY CREEK
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|---------|
| 07S | 13E | 13 | NE | NE | | | GOODING |
5. Description of diverting works:
SHAFT, PIPE, COLLECTION BOX
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| IRRIGATION | 04/01 | 11/01 | 1.100 | | |
| DOMESTIC | 01/01 | 12/31 | 0.170 | | |
7. Total Quantity Appropriated is:
1.100 C.F.S. (and/or) 220.00 A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
D/13 HOUSES PRESENTLY, 22 LOTS TOTAL

Copy

Exhibit 9

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	13E	13	SW	NE		IRR	20.0
			SE	NE		IRR	25.0
			NW	SE		IRR	10.0

Section Acres 55.0

Total Acres 55.0

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:
NONE

14. Remarks:
SUBDIVISION CONSISTING 22 LOTS, 13 PRESENTLY DEVELOPED

15. Basis of Claim: LICENSE

9

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

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am President of
Title
Ruby Springs Water Corp., that I have signed the foregoing
Organization
document in the space below as President of
Title
Ruby Springs Water Corp. and that the statements contained in the
Organization
foregoing document are true and correct. Richard R. Howard
Signature of Authorized Agent

Ruby Springs
Title and Organization
1 Aug 45 1988
Date

State of Idaho)
County of T.F.) SS.

Subscribed and sworn (or affirmed) before me this 1st day
of August 19 88
Lon Winitz
Notary Public

Seal

Residing at T.F.
My Commission Expires 5/95

9

August 19, 1976

Re: Permits No. 36-7092 36-7159
36-7092A 36-7160

Virgil U. &/or Ardith Norwood
Route # 1
Hagerman, Idaho 83332

Dear Mr. & Mrs. Norwood:

This is to acknowledge receipt of the assignment conveying a part of permit 36-7092 to Norwood Subdivision. The assignment has been recorded and given the identification number 36-7092A.

Enclosed for your records are copies of the Water Licenses issued on the above referenced permits along with a copy of the approved application for amendment for 36-7160.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

Enclosures (5)

COPY

Exhibit 10

MEMO

TO: Mike Steele
FROM: Bob Fleanor
DATE: 3/5/76
SUBJ: Exams for 36-7092, 36-7159 & 36-7160
(Virgil U. &/or Ardith Norwood)

Mr. & Mrs. Norwood were in the office today concerning the findings of our examination. They are particularly concerned that irrigation was omitted from the proposed license under 36-7092. Claim that they have a buried pipeline from the spring in the NE 1/4 Sec. 13 which crosses Billingsley Creek and irrigates several acres of land in and around their subdivision. Mr. Norwood also has an aerial photo of his place and the location of the springs should be verified.

Since permits 36-7159 & 36-7160 are related, we are also returning those exams.

10A

ings of
the
ity-
sity
livi
of th
g those

Chapman, Alice
March 21, 1976

Robert H. Chapman
375 4th Avenue
New York, NY 10018
TO: The Field
will be left
same for 24

Robert H. Chapman

Many and I are

over to the library in position
which would work for our
relationship and the request
with me that there were
possible way to get a museum
most. The paper in which
into the side of the canyon
and a well documented one more
There are also several things
the description (36-7092) in the
document.

Very truly,
Alice Chapman
19
March 21, 1976

10. B

Re Exam for Irrigation Only

DATE OF EXAM 5-27-15

ACRLAGE 5-14-16

Found 55
Recommended 55

Irrigation Requirement A C

Ac Ft/Ac

USE

Irrigation Q = 11 c.f.s. V = 220 AF/Ann. from 4/1 to 11-1
Domestic Q = c.f.s. V = AF/Ann. from 10
Livestock Q = c.f.s. V = AF/Ann. from 10

Is water co-mingled? yes no ☒

Name source: _____
Twp. N/S, Rge. E/W, B.M., Sec. Sub. 1/4 1/4 County

Exchange? yes no

Name source exchanged with: _____
Twp. N/S, Rge. E/W, B.M., Sec. Sub. 1/4 1/4 County

Point of Injection: _____
Twp. N/S, Rge. E/W, B.M., Sec. Sub. 1/4 1/4 County

Point of exchange: _____
Twp. N/S, Rge. E/W, B.M., Sec. Sub. 1/4 1/4 County

Total Q measured 1101.5 Method of measurement

Total Q recommended 11 Meter No. Type Condition

Total V recommended 220 Ac Ft/Ann

Recommended Amendments:

P.D. _____
Place of Use _____
Other _____
None _____

MEASUREMENT CALCULATION

Q = 110 c.f.s. (See Remarks)
V = 220 Ac Ft/Ann. (Twp. Rge. 1.0 (Ac Ft) (55 Acres)
(Ac Ann)

SYSTEM DESCRIPTION:

Spring water is diverted to a concrete pipe which carries the water to the lands being irrigated. The pipe has (5) underground sections which carry the water up to the ground surface in the gravity flow. There is a reservoir in which a meter device will find to make a measurement.

REMARKS:

M. Newood will write a letter in reference for a change of measuring device for the irrigation. It is a 1/2 inch 1/2 inch diameter and the head of 25 feet. and also the amount is applied for

Examiner's Signature Gary L. Luebke Date 5-14-26

Checked by _____ Date _____

Approved by _____ Date _____

10C

State of Idaho
Department of Water Resources
ASSIGNMENT OF PERMIT

I, Victor O. Nelson hereby assign to NORWOOD SUBDIVISION
of HALLEMAN, ID.

Address

CHECK ONE

☐ All my right, title, and interest in and to Permit No. _____
to appropriate the public waters of the State of Idaho.

☒ The following described portion of my right, title, and interest in and to Permit
No. 32-7092 to appropriate the public waters of the State of Idaho.

(Describe that portion of the permit being assigned by listing the acreage, within
each 40-acre subdivision, the point of diversion and the amount of water in cubic
feet per second for direct diversion, or acre feet for storage)

110 cfs for irrigation from the point of diversion
located in NE 1/4 Sec 7 T2S R3E

Made this 9 day of August, 1976

Victor O. Nelson
Permit Holder

William M. Nelson
Spouse of Permit Holder

State of Idaho
County of Ada

On this 9th day of August, 1976, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that he (she) (they) executed the same.

seal

Richard H. Hise
Notary Public residing at
BOISE, IDAHO

My commission expires
5/14/78

100

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAWDATE: NOV-2-1992
PAGE: A-3787

RIGHT NUMBER	NAME & ADDRESS	PRIORITY DATE	PURPOSE OF USE	PERIOD OF USE FROM TO	MAXIMUM QUANTITY	BASIS OF CLAIM
36-07092A	NORWOOD SUBDIVISION RUBY SPRINGS WATER CO C/O RODERICK R HOWARD 2638 ACCESS ROAD N HAGERMAN ID 83332	11/06/1969	IRRIGATION	03-15 11-15	.36	CFS LICENSE
SOURCE: SPRING						
TRIBUTARY: BILLINGSLEY CREEK						
POINT OF DIVERSION: T07S R13E S13 PLACE OF USE: IRRIGATION						
NENENE						
T07S R13E S13 18.0 ACRES TOTAL REMARKS: A MEASURING DEVICE OF A TYPE APPROVED BY IDWR SHALL BE MAINTAINED AS A PART OF THE DIVERTING WORKS. PRIORITY OF PORTION OF RIGHT CHANGED TO PREVENT INJURY FROM CHANGE IN USE, SEE RIGHT NO. 36-15240. RIGHT NO. 36-15240 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE, AND THE TOTAL COMBINED RATE OF DIVERSION OF THESE RIGHTS IS LIMITED TO 0.58 CFS. SOURCE IS ALSO KNOWN AS RUBY SPRINGS. PROPERTY IS ALSO KNOWN AS LOTS 1 THRU 15, NORWOOD SUBDIVISION AND TAX LOTS 46, 47, 54, 55, 56, 57 & 58 LOCATED IN THE S1/2NE1/4 S13, T07, R13E.						
TOTAL QUANTITY: .36 CFS CONSUMPTIVE USE: 54.0 AFY						
36-10231	LA ROSE A REESE BRUCE W REESE P O BOX 445 HAGERMAN ID 83332	06/01/1970	DOMESTIC	01-01 12-31	.04	CFS BENEFICIAL USE
NON-IRRIGATION-USES: DOMESTIC 1 HOME POINT OF DIVERSION: T07S R13E S12 PLACE OF USE: DOMESTIC						
SUSESE						
TOTAL QUANTITY: .04 CFS						
T07S R13E S13 REMARKS: PARCEL NO. RP07S13E131124						
NONE						

Copy

Exhibit II

February 13, 1993

TO: Ruby Springs Water Association

Please transfer our share of water to Ron Adams.

Thank you,

Floid Hartman

RUTH

~~FL~~ Hartman

By Ruth Hartman

Floid C. Hartman

Ruth A. Hartman

Copy

Exhibit 12

February 13, 1993

TO: Ruby Springs Water Association

To our knowledge, our water share was still in effect when we sold our land to Ron Adams. We have never received anything saying that it had been cancelled.

Floid Hartman

By Wife Ruth Hartman
Floid C. Hartman

Ruth

Hartman

Ruth A. Hartman

Copy

12A

DIRECTOR'S REPORT CONVERSATION MEMO

1. PERSON(S) MAKING THE ENQUIRY:

Include address and phone no.

In case follow-up is needed.

Rod Howard
% Norwood Subdiv or
Ruby Springs Water Co.

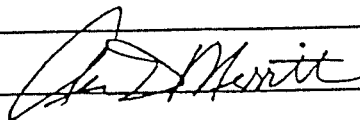
2. SUBJECT OF INQUIRY: Mr. Howard wanted to know if someone filed an
objection against their right was the state going to handle all the
legal expense to defend it. He indicated that members of the
Hagerman Water ~~Right~~ Rights Group had approached him and wanted
him to kick in and pay for legal costs for the group.
He indicated that if he didn't contribute they may file objections
on their rights.

3. RESPONSE TO INQUIRY: I told Mr. Howard that the state would
respond to all objections but that the water right owner
has his own burden of filing his own response and
providing for his own legal council ect. I told Mr.
Howard that although the state made changes based on
his NOE and these changes seemed to be agreeable to him
he was not bound by our recommendation and he could
object to it. I told him the state changed the recommend,
based on what appeared to be errors. The basis of change
was not because of "negotiations or agreements".

4. IDWR STAFF AND DATE:

Print name and initial

WATER RIGHT CLAIM (Nos.):

 11/24/92

A36-07092A & A36-15240

Copy

Exhibit 13

Norwood Subdivision

License 36-7092 was split on Aug 16, 1976 with the B portion being issued for 10 CFS for fish propagation and the A portion being issued for 1.10 CFS for irrigation of the Norwood Subdivision.

I recognize this date as sufficient evidence of the domestic use, as the dept recognized the subdivision at that time. Per Steve Clalland's field exam, the source change has occurred some time ago and indicates support for the recommendation. No protests of the change in source or use has been recorded for this right. I accept the changes as accomplished.

Recommendations

I recommend 36-7092A for 7 acres irrigation and 13 units domestic per the 8-9-90 field exam by Steve Clalland for the ^{Dept standard} ~~license~~ season for irrigation of ~~3-15~~⁴⁻¹⁵ ~~10-31~~. as the use irrigation combined with the domestic use is less than the licensed use Condition code CØ9 is required. The change in source is from one spring to another spring within the same Q/Q, therefore ~~no~~ change in P/D of lag is recommended.

The change in the nature of use is required to recognize the change from irrigation to domestic for the expanded season covered by ~~the~~ ^{claim} 36-15240.
(~~see~~ Remark code CØ1.)

36-7092A & ~~36-15240~~ Analysis.

Pg 1/2 10-9-91

The license was issued (under 36-7092A) for irrigation of 55 acres at 1.10 CFS only. The property was subsequently subdivided and called the Norwood Subdivision.

Per Steve Chelland (IDWR) during the field exam he observed evidence indicating that the booster pump installed for the subdivision pressure system was likely installed in 1976 as claimed. I accept the claimed priority for the change in the nature of use for this system.

The overall use has been reduced since licensing only 7 acres were identified as currently being irrigated and those 7 acres are recommended under 36-7092A.

The domestic use would not be considered an expansion to the system except for the change in the season of use. (Going from the irrigation season of 3-15/11-15 to year round.)

Based upon the Dept's Claim Investigation Manual; Feb 19, 1991 edition, Pg 94 section B. Claim based upon Deed or License, part 4, Discrepancy includes increase in season of use (54), this claim should be separated. Therefore 36-15240.

36-15240 is recommended for the domestic use for the found 13 units.

PROFILMED

FEB 09 1993

13

Analysis for 36-15240

As the source is surface water the increase in the season of use requires a new claim with the priority based upon the expansion. I recognize the Aug 16, 1976 split of the ban right as evidence of domestic use.

This claim is being recommended for the domestic use for the full season (year round)

Consumptive use

$$0.6 \text{ AFA/HOME} \times 13 \text{ homes} = 7.8 \text{ AFA}$$

36-7022A was licensed for 55 acres & 220 AF
 Claim
 36-7092A is recommended for 7 acres & 21 AF cons. 2
 36-15240 is recommended for 13 units & 7.8 AF cons. 2
 total. 28.8 AF

total consumptive use is considerably less than the licensed rate therefore the change in season of use has not expanded the orig right.

domestic div rate is @ legal limit for 13 units = .17 CFS

Analysis for 36-15240

As the source is surface water the increase in the season of use requires a new claim with the priority based upon the expansion. I recognize the Aug 16, 1976 split of the bar right as evidence of domestic use.

This claim is being recommended for the domestic use for the full season (year round)

Consumptive use

$$0.6 \text{ AFA/Unit} \times 13 \text{ units} = 7.8 \text{ AFA}$$

36-7022A was licensed for 55 acres & 220 AF
 Claim
 36-7092A is recommended for 7 acres & 21 AF cons. use
 36-15240 is recommended for 13 units & 7.8 AF cons. use
 total. 28.8 AF

Total consumptive use is considerably less than the licensed rate therefore the change in season of use has not expanded the orig right.

domestic div rate is @ legal limit for 13 units = .17 CFS

MICROFILMED
 FEB 09 1993

13

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:19:19
07/03/90

CLAIM NUMBER: A36-07092A

PAGE: 1
GENERAL INFORMATION

LAST: NORWOOD SUBDIVISION
ADDRESS: RUBY SPRINGS WATER CO.
C/O RODERICK R. HOWARD
P.O. BOX 658
CITY: HAGERMAN
PHONE NUMBER: 208-837-6633

FIRST:

STATE: ID ZIP: 83332

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

DATABASE
Y FIELD
EXAMINER

CLAIM REMARKS: SUBDIVISION CONSISTING 22 LOTS, 13 PRESENTLY DEVELOPED

FIELD EXAMINATION INFORMATION

CONTACT PERSON: _____

PHONE NUMBER: () - -

DATE OF FIELD EXAM: ____/____/____

APPOINTMENT MADE: Y() N()

TIME: ____:____ A() P()

ACCOMPANIED BY: _____

PHONE NUMBER: () - -

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / REMARKS:

Memo to file: A field exam found about 7 acres actually irrigated. There were 13-14
houses tied into this system. We measured the flow in the pump house to be
at 0.28 cfs. Since the license is for limited season and irrigation uses, the
recommendation is for the license. The change in use may need to file a permit
or perhaps a transfer. Advise a referral to Legal Review to clarify.

IN THE SNAKE RIVER BASIN ADJUDICATION

Water Right No: 36-07092A 0-15240 Contact Date: 9/29/92

IDWR Contact Person: (print and initial) Allen Merritt (ADM)

Claimant Contact Person Roderick Howard

Others Present None

Contact By (give date) _____

Meeting (location): Twin Falls Office IDWR
week of 9/14/92

Phone Call (no.) _____

Letter (attach letter): _____

IDWR USE ONLY

Date

Initials

Date

Entered 9/29/92 ADM

Verified 9/29/92 ADM

I. Issues identified by claimant: Not enough water, not enough acres
and not enough houses for water system.

II. Reasons provided claimant for original recommendation: System was measured
8/9/90 and found 0.28 cfs being used however only one
pump was running and it may have been throttled back,

Exact location of Subdivision service area not determined
and it appears some areas irrigated were missed.

Number of houses recommended were houses existing and
not the number of lots served.

III. Additional Information provided by claimant: Re-evaluated system capacity based
on theoretical calculation and acres & lot description as
provided by claimant (Map Enclosed)

IV. Changes to be made in final recommendation (if any): Made determination to
allow 22 home sites for domestic purposes and 80% of
gross area in subdivision for irrigation.

V. Action taken (date): Changed recommendations and sent
copy of this response & proof reports to Mr.
Howard, changed notice of error filed.

AUG-24-1992

RECEIVED

SEP 22 1992

Please type or print clearly, fill out completely, and return to:
Idaho Department of Water Resources
Statehouse Mail
Boise, Idaho 83720-9000

Department of Water Resources

The notice of error must be received at IDWR by the **deadline date** printed below with your proposed recommendation.

YOUR DEADLINE FOR FILING A NOTICE OF ERROR IS: SEP-24-1992

1. Water right number: ~~52-47091A~~ 15240
2. Name: *Norwood Subdivision*
Ruby Spring Water Company c/o Frederick R Howard
Address: *2638 Access Road North*
Gluceman, Idaho 83352
Weekday Telephone Number: *837-6633*

RECEIVED
FEB 09 1993

TEAR AT PERFORATIONS AND COMPLETE FORM ON OTHER SIDE

(instead of filling in items 3 and 4 below you may include a copy of your proposed recommendation with the changes marked on the copy.)

3. Describe the portion of proposed recommendation with which you disagree:
See attached work sheet for recommended changes as worked out by Allen D. Merritt and myself
4. Describe the changes you wish to have made in the proposed recommendation:
5. Describe why you disagree with the proposed recommendation:

6. Date:

SIGNATURE

Richard D. Howard
President Ruby Springs Water Company

36-702A & 36-15240 Analysis. 19 1/2 10-9-91

The license was issued (under 36-7092A) for irrigation of 55 acres at 1.10 CFS only. The property was subsequently subdivided and called the Norwood Subdivision.

Per Steve Clendell (IDWR) during the field exam he observed evidence indicating that the booster pump installed for the subdivision pressure system was likely installed in 1976 as claimed. I accept the claimed priority for the change in the nature of use for this system.

The overall use has been reduced since licensing only 7 acres were identified as currently being irrigated and those 7 acres are recommended under 36-7092A.

The domestic use would not be considered an expansion to the system except for the change in the season of use. (Going from the irrigation season of 3-15/11-15 to year round.)

Based upon the Dept's Claim Investigation Manual; Feb 19, 1991 edition, Pg 94 section B. Claim based upon Decree or License, part 4, Discrepancy includes increase in Season of use (SU), this claim should be separated. Therefore 36-15240.

36-15240 is recommended for the domestic use for the found 13 units.

FILED
FEB 09 1993 13

Analysis for 36-15240

As the source is surface water the increase in the season of use requires a new claim with the priority based upon the expansion. I recognize the Aug 16, 1976 split of the ban right as evidence of domestic use.

This claim is being recommended for the domestic use for the full season (year round)

Consumptive use

$$0.6 \text{ AFA/Unit} \times 13 \text{ units} = 7.8 \text{ AFA}$$

36-7092A was licensed for 55 acres & 220 AF

Claim

36-7092A	is recommended for 7 acres &	21 AF cons. use
36-15240	is recommended for 13 units &	<u>7.8 AF cons. use</u>
	total.	28.8 AF

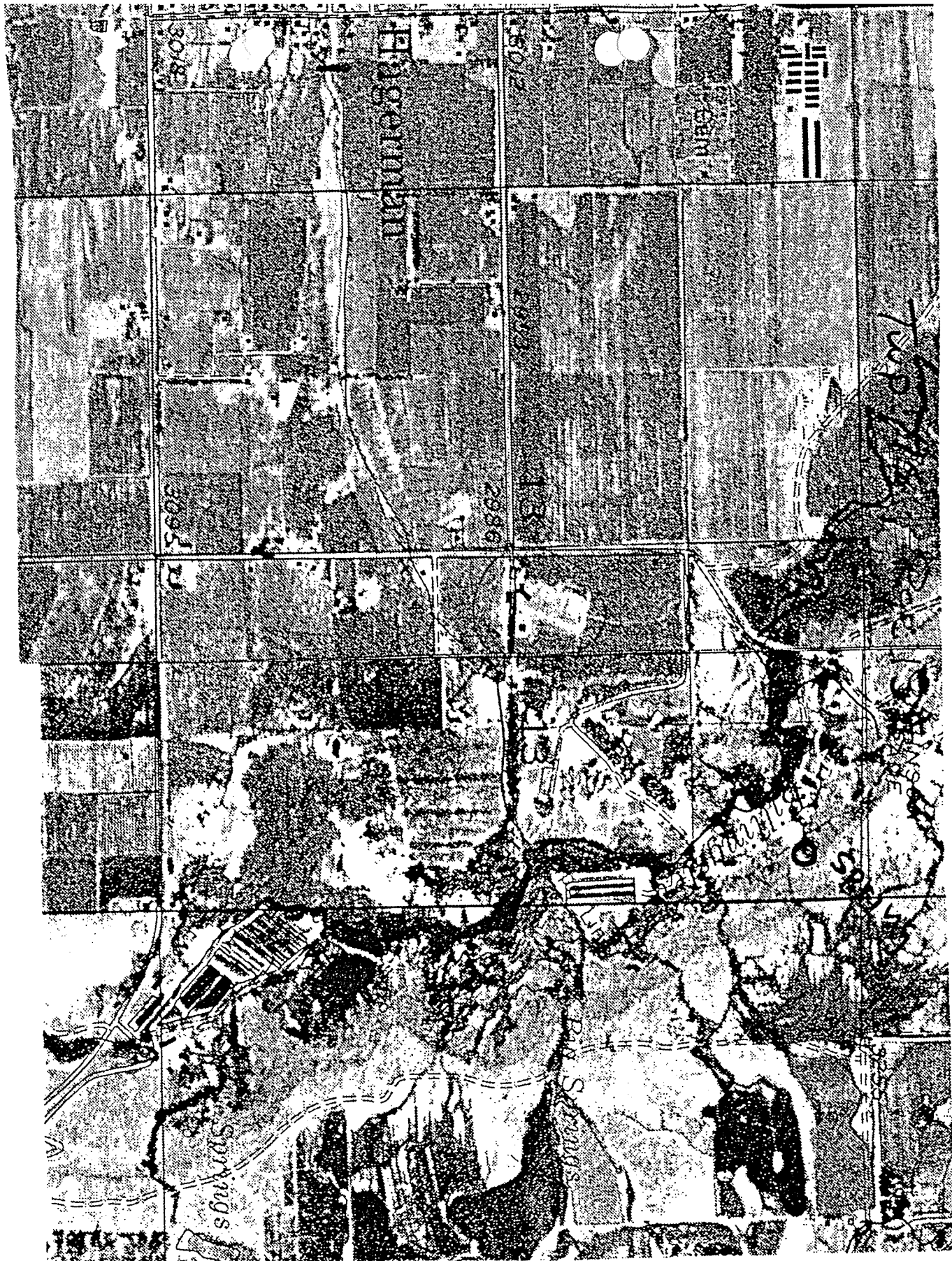
total consumptive use is considerably less than the licensed rate therefore the change in season of use has not expanded the orig right.

domestic div rate is @ legal limit for 13 units = .17 CFS

MICROFILMED
FEB 09 1993

C

PHOTOGRAPHS SHOWING LINES FROM THE 4.88 ACRE PARCEL





D

FINAL PLEADING OF RON ADAMS

Your Honor,

It has been my intention to allow Ruby Springs Water Co. every opportunity to straighten out this water right issue. I did not know until the last Ruby Springs Water Co. meeting held on 9/10/93 that they did not actually own the water right license. Mr. Howard their President, stated at the 9/10/93 meeting that Ruby Springs Water Co. did not, had not at any time, ever owned the water right license.

I have endured months of slow, methodical, painstaking research in an effort to understand the full truth concerning this entire water right issue as it pertained to the original water rights for the original properties that Virgil Norwood owned. It is my belief that Mr. Norwood did not intend for any of the original land he owned to be without the water rights he had obtained.

The parcels and tracts of land that Virgil Norwood owned, not including Lots 1 thru 15, add up to 55.14 acres. The only way to figure up the original 55 acres, is to include the land that I have owned since 1985. Never, at any time, were the owners of the Norwood Subdivision Lots and adjacent parcels of land to be without water for this original land. Part of the land located on the East side of Billingsley Creek was Hidden Springs Trout Ranch. It was sold along with shares from Hagerman Water Users, Inc.. Virgil Norwood never intended that Ruby Springs be devoted to Hidden Springs Trout Ranch, Inc..

I beg you sir, please allow this late filing.