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Department of Water Resources
Adjudication Bureau

34-956H et al
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OFFICE OF THE
ATTORNEY GENERAL

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.

Case No. 39576

STANDARD FORM 3

The State of Idaho, ex rel. R. Keith
Higginson in his official capacity as
Director of the Idaho Department
of Water Resources,

STANDARD FORM FOR NOTICE
OF CHANGE IN ADDRESS

OR

Petitioner,

✓
CONSENT TO SUBSTITUTION OF
PARTY

vs.

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

Respondents.

INSTRUCTIONS FOR USE

This form must be used to provide notice of change in address or to substitute a party whose water right recommendation is in a director's report which has been filed with the court. The filing of Standard Form 3 cannot result in a contested matter. A hearing will not be scheduled.

This form has been adopted by the court in *SRBA Administrative Order 1* (amended June 21, 1993), Section 4A, which may be consulted for further information.

Standard Form 3 shall not operate to excuse compliance with the statutory requirements of I.C. § 42-1409(7) where a water right recommendation is not before the court.

As used in this form, the term "prior claimant/seller" means any person who, pursuant to I.C. § 42-1409(2), (3) and (6), filed a notice of claim asserting the right to the use of water or on whose behalf the right to the use of water was asserted. "New claimant/purchaser" means any successor in interest of a "prior claimant/seller," whether the interest is acquired by purchase, gift, inheritance or other means.

A *Consent to Substitution of Party (Substitution)* must be signed by the prior claimant/seller and the new claimant/purchaser. The *Substitution* shall be filed by the new claimant/purchaser.

Check either the *Change in Address* or *Consent to Substitution of Party* box and fill in the requested information. A party may copy or reproduce the standard form. The text of the form must be on the front and back of each page, exactly as it appears here.

Follow the instructions on the form or the court will not accept it for filing. The Verification and the Certificate of Mailing must be completed.

The standard form may be obtained from the Idaho Department of Water Resources and the court. You must provide a copy of this form to each party, or to their legal counsel, in any subcase in which you are a party.

☐ CHANGE IN ADDRESS

My name is _____

I am the claimant of _____
(Insert each water right number)

I have filed an objection/response to the following water right(s) _____
(Insert each water right number)

My new mailing address is _____

My phone number is: Work _____ Home _____

☒ **CONSENT TO SUBSTITUTION OF PARTY**

My name is AMY F STOKES AND KENT L. STOKES

My address is P.O. BOX 613
ARCO ID. 83213

My phone number is: Work _____ Home ²⁰⁰ 527-3470

The name and address of the party who I wish to be substituted for are:

UNITED STATES OF AMERICA, ACTING THROUGH USDA FMHA
3232 ELDER ST. BOISE ID. 83705

34-008564, 34-00220B, 34-000464, 34-00728

I am the new claimant/purchaser of 34-00282B, 34-00326, 34-02893 and
(Insert each water right number)

I am submitting proof of acquisition of the interest of the prior claimant/seller, *which is required by the court* to support my Substitution. Proof must contain a legal description of the property, including the water right numbers conveyed. You must describe the documents you are submitting.

QUIT CLAIM DEED

United States of America Kent F. Stokes
(Signature of prior claimant/seller) (Signature of new claimant/purchaser)
by Barbara C Hegitmanek

☐ **ATTORNEY OF RECORD COMPLETING FORM**

My name is _____

I am the attorney of record for _____
(Identify party/claimant)

My address and phone number are _____

VERIFICATION

(Must be completed for either a *Notice of Change in Address* or for *Consent for Substitution of Party*)

State of _____

County of _____

AMY F. STOKES, being first duly sworn, upon oath, deposes and says:
(Insert name of party/claimant filing form)

That I am the person or entity filing this form, that I am a water right claimant or party or their successor in interest, defined by I.C. §§ 42-1401A(1), (7) or (10); and that I have read this form, know its contents and that the statements are true to the best of my knowledge and belief.

Amy F. Stokes
Signature of person filing form

By: _____
Attorney signing in representative capacity

Subscribed and sworn to before me on May 4, 1995
(Insert Date)

Linda A. Hocking
Notary Public for State of Idaho
Residing at: Mackay, ID
My Commission expires: 7-18-2000

INSTRUCTIONS FOR MAILING

You must mail the form, including all attachments, to the Clerk of the SRBA Court and to the parties identified in the Certificate of Mailing. FAX filings will not be accepted by the SRBA Clerk of the Court.

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

CERTIFICATE OF MAILING

I certify that on May 4, 1995, I mailed the original and copies of this form, 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. A *Change of Address* must be served on each party, or their attorney, in each subcase in which you are a party at the following address(es):

3. A *Consent to Substitution of Party* must be served on the prior claimant/seller or their attorney at the following address:

4. A *Consent to Substitution of Party* must be served on each party, or their attorney, to each subcase in which the prior claimant/seller is a party at the following address(es):

4. One copy to:

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

5. One copy to:

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

(Emily F. Stork)
(Signature of person or attorney mailing the form)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

APR 25 1995

QUITCLAIM DEED

11:30 A.M.

P.M.

BUTTE COUNTY RECORDER

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to

AMY F. STOKES and KENT L. STOKES,

wife and husband

Grantee, for the sum of ONE HUNDRED THIRTY-TWO THOUSAND ONE HUNDRED THIRTY DOLLARS AND NO/100-----

all interest in the following described real estate situated in the County of Butte and Custer

State of Idaho

to-wit:

TOWNSHIP 6 NORTH, RANGE 25 EAST BOISE MERIDIAN, BUTTE COUNTY, IDAHO.

Section 1:

S1/2SE1/4, and all that part of the NE1/4SE1/4 described as follows to-wit: Beginning at the Southeast corner of the NE1/4SE1/4 of Section 1; thence West 900 feet; thence North 400 feet, more or less, to the South boundary of the upper Burnett Ditch; Thence in a southeasterly direction along said boundary of ditch 960 feet, more or less, to the East line of said NE1/4SE1/4; thence South 100 feet, more or less, to the point of beginning.

Section 12:

E1/2NE1/4, EXCEPT THEREFROM commencing at the SE corner of said NE1/4; thence North 0 degrees 32 minutes West 1,002.4 feet along the Easterly Boundary of said NE1/4 to real point of beginning; thence South 89 degrees 07 minutes West 379.4 feet; thence North 0 degrees 53 minutes West 481.2 feet; thence South 83 degrees 24 minutes East 385.3 feet, more or less, to a point on the Easterly boundary of said NE1/4; thence South 0 degrees 32 minutes East 431.0 feet to the real point of beginning. Subject to right of way of a County Road on the Easterly 25 feet.

TOWNSHIP 6 NORTH, RANGE 26 EAST BOISE MERIDIAN, BUTTE & CUSTER COUNTIES, IDAHO.

Section 20:

W1/2W1/2, EXCEPT beginning at the Southwest corner of Section 20; thence North 330 feet; thence Southeasterly in a straight line to a point on the South Section line of Section 20, which point is 330 feet East from the Southwest corner of said Section; thence West along the South line of said Section 330 feet to the point of beginning.

Section 7:

NE1/4SE1/4

THIS PROPERTY IS SUBJECT TO A CONSERVATION EASEMENT GRANTED TO US DEPT OF INTERIOR FISH & WILDLIFE SERVICE WHICH IS ATTACHED AS EXHIBIT A.

Together with all water and grazing rights connected with this property as per Exhibit B.



DOROTHY L. LEE, NOTARY PUBLIC IN AND FOR THE
STATE OF IDAHO
RESIDING AT BOISE, IDAHO
MY BOND EXPIRES 5-20-98

On this 30th day of September, 1994, before me the undersigned, a Notary Public in and for said state, personally appeared Letty D. Percifield, known to me to be the Acti State Director, Farmers Home Administration, USDA, and 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 on th day and year last above mentioned.

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF ADA)

UNITED STATES OF AMERICA (Grantor)
By Letty D. Percifield
LETTY D. PERCIFIELD, ACTING STATE DIRECTOR
Farmers Home Administration
United States Department of Agriculture

Dated September 30, 1994

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

authority set forth in 7 CFR 1900, Subpart A.

This deed is executed and delivered pursuant to the provisions of the credit sale of inventory property formerly owned by David Fuller, former case number 12-012-0001281294, advise number 12-012-00548 and the

Exhibit A: FULL RESTRICTIONS

CONSERVATION EASEMENT RESERVATIONS IN THE UNITED STATES

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981 and 1985) as amended. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowner") under this deed covenants with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents and assigns.

I. DESCRIPTION OF THE EASEMENT AREA.

The area subject to this Conservation Easement, referred to herein as the "easement area" is described as follows:

Please see attached legal description and survey of the easement area.

This easement area being a part of the tract of land conveyed from David Fullmer to Farmers Home Administration by deed recorded in Butte County on June 2, 1983, as Instrument Number M-12380 and in Custer County on June 6, 1983 as Instrument Number 167440 all in the State of Idaho.

II. COVENANTS BY THE LANDOWNER.

A. No dwellings, barns, outbuildings or other structures shall be built within the easement area.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned or under the control of the landowner, including: (1) cutting or mowing; (2) cultivation; (3) grazing; (4) harvesting wood products; (5) burning; (6) placing of refuse, wastes, sewage, or other debris; (7) draining, dredging, channeling, filling, discing, pumping, diking, impounding and related activities; or (8) diverting or affecting the natural flow of surface or underground waters into, within, or out of the easement area.

C. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious or other undesirable plants on the easement area. The responsibility for such plant control may be assumed in writing by the easement manager either where the control or manipulation of such plants is deemed by the easement manager to affect easement management programs or policies.

D. Cattle or other stock shall not be permitted on the easement area, except that the easement manager shall permit access to and use of waters within the area necessary for stock watering under such terms and conditions as the easement manager deems necessary to protect and further the purpose of this easement, provided:

(1) the easement manager bears the costs of building and maintaining fencing or other facilities necessary to preclude stock from entering the easement area;

(2) the easement manager shall consult with the landowner to determine the need for and the scope of fencing; and

(3) access for stock watering need not be permitted where other waters are reasonably available from other sources outside the easement area.

III. RIGHTS RESERVED IN THE UNITED STATES.

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

A. The right of reasonable ingress and egress on and across the property conveyed by this deed as of the date of this instrument, whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct wetlands management, monitoring, and easement enforcement activities.

The easement manager may utilize vehicles and other reasonable models of transportation for access purposes overland or on any right of way described in paragraph I. In the event that the use of the described access right of way over the property conveyed by this deed is not practical for any reason, the easement manager may utilize any convenient route of access to the easement area over said property. With the concurrence of the easement manager, the landowner may provide a designated route for such access to and from the easement area so that damage to farm operations can be reasonably avoided.

B. The right to install, operate, and maintain structures for the purpose of reestablishing, protecting, and enhancing wetlands functional values including the taking of construction materials to and from said sites.

C. The right to establish or reestablish vegetation through seedings, plantings, or natural succession.

D. The right to manipulate vegetation, topography and hydrology on the easement areas through diking, pumping, water management, excavating, island construction, burning, cutting, pesticide application, fertilizing, and other appropriate practices. The easement manager shall consult with the landowner prior to any such manipulatory action occurring in order to determine the most appropriate method to avoid possible damage to the property(s) adjoining the easement area.

E. The right to conduct predator management activities.

F. The right to construct and maintain fences in order to prevent or regulate grazing or other types of encroachment on the easement area.

G. Notwithstanding permissive provisions of State or Federal law, the right to prohibit or regulate hunting or fishing or other taking of migratory birds, fish and wildlife. This right to prohibit any of these activities shall be effected by (1) the easement manager posting the area, or (2) otherwise giving notice of the prohibitions to the landowner.

IV. EASEMENT MANAGEMENT AND ADMINISTRATION.

A. All right, title and interests of the United States in this easement are assigned to the Secretary of the Interior for administration by the United States Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd et seq. The U.S. Fish and Wildlife Service may enforce all the terms and conditions of this easement, along with exercising all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of the Interior. Notwithstanding the above rights in paragraph III retained by the United States, the U.S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of wetlands functional values.

B. As used in this easement, the term "easement manager" shall refer to the authorized official of the U.S. Fish and Wildlife Service.

V. GENERAL PROVISIONS.

A. The agreed upon purposes of this reservation are the preservation and restoration of the wetland areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. A "wetland" is defined and determined by the Soil Conservation Service in accordance with Title XII of the Food Security Act of 1985 (16 U. S. C. 3801 et seq.). Any ambiguities in this easement shall be construed in a manner which best effectuates wetland protection and restoration and fish and wildlife purposes.

B. Any subsequent amendment to or repeal of any federal law or order which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.

C. For purposes of this easement, wetland management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.

D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.

E. The easement reservation does not authorize public entry upon or use of land. Unless the easement manager prohibits public entry, the landowner may permit it at the landowner's discretion.

F. Subject to paragraph III-G in this easement, the landowner and invitees may hunt and fish on the easement area in accordance with all federal, state, and local game and fishery regulations.

G. This easement shall be binding on the landowner, and the landowner's heirs, successors or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

H. The easement manager shall be the agent of the United States or its successors and assigns. The manager shall have all discretionary powers of the United States under this easement. In the performance of any rights of the United States under this easement, the easement manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.

I. Any subsequent amendment to or change in the timing and intensity of hay cutting or mowing and grazing on the easement area after the date of this conveyance shall require the approval of both the easement manager and the landowner.

EXHIBIT B TO QUITCLAIM DEED TO AMY F. STOKES and KENT STOKES

Water Rights

Underground (well) Water Rights:

The point of diversion for this irrigation water right is located in Section 1, Township 6 North, Range 25 E.B.M. (NESE)

Well depth - 223 feet

Water lift - 100 feet

Licence - #34-02393

Priority Date - 02/02/61

Amount - 3.2 c.f.s., or 1,440 g.p.m., or 160 MI.

Surface Water Rights:

<u>Number</u>	<u>Priority</u>	<u>Amount</u>	<u>storage</u>
34-00856H /	4/30/1884	0.8 c.f.s.	0
34-00228B /	6/1/1884	0.8 c.f.s.	310 inches
34-00046A /	6/1/1889	0.8 c.f.s.	1,590 inches
34-00728 /	6/30/1891	0.8 c.f.s.	1,630 inches
34-00282B /	6/1/1897	0.4 c.f.s.	0
34-00326 /	6/1/1898	1.6 c.f.s.	3,540 inches

Outside Grazing Privileges

<u>Allotment Name</u>	<u>Agency</u>	<u>Cow-Calf Animal Pairs</u>	<u>On Date</u>	<u>Off Date</u>	<u>Total AUMs</u>
Pass Creek	Forest Service	67	7-1	10-10	223
Quaking Aspen	B.L.M.	96	4-21	6-30	224