

10/17/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-31819

NAME AND ADDRESS: DANIEL A NELSON
8123 TUT LN
MELBA ID 83641

JACQUELINE M NELSON
8123 TUT LN
MELBA ID 83641

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.190 CFS
42.80 AFY

PRIORITY DATE: 06/16/1975

POINT OF DIVERSION:
T01S R02W S10 NWNE Within CANYON County
T01S R02W S10 NWNE Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.190 CFS 42.80 AFY
The use of water for irrigation under this right may begin as early as March 1, provided other elements of the right are not exceeded. The use of water before March 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the		
date a partial decree is entered for this right.		

PLACE OF USE: IRRIGATION Within CANYON County

T01S R02W S10 SENE 9.50
9.5 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License



Idaho Department of Water Resources

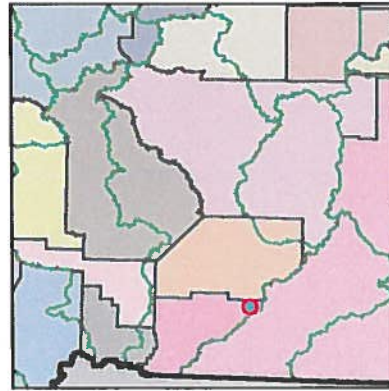
SRBA Recommendation:

63-31819

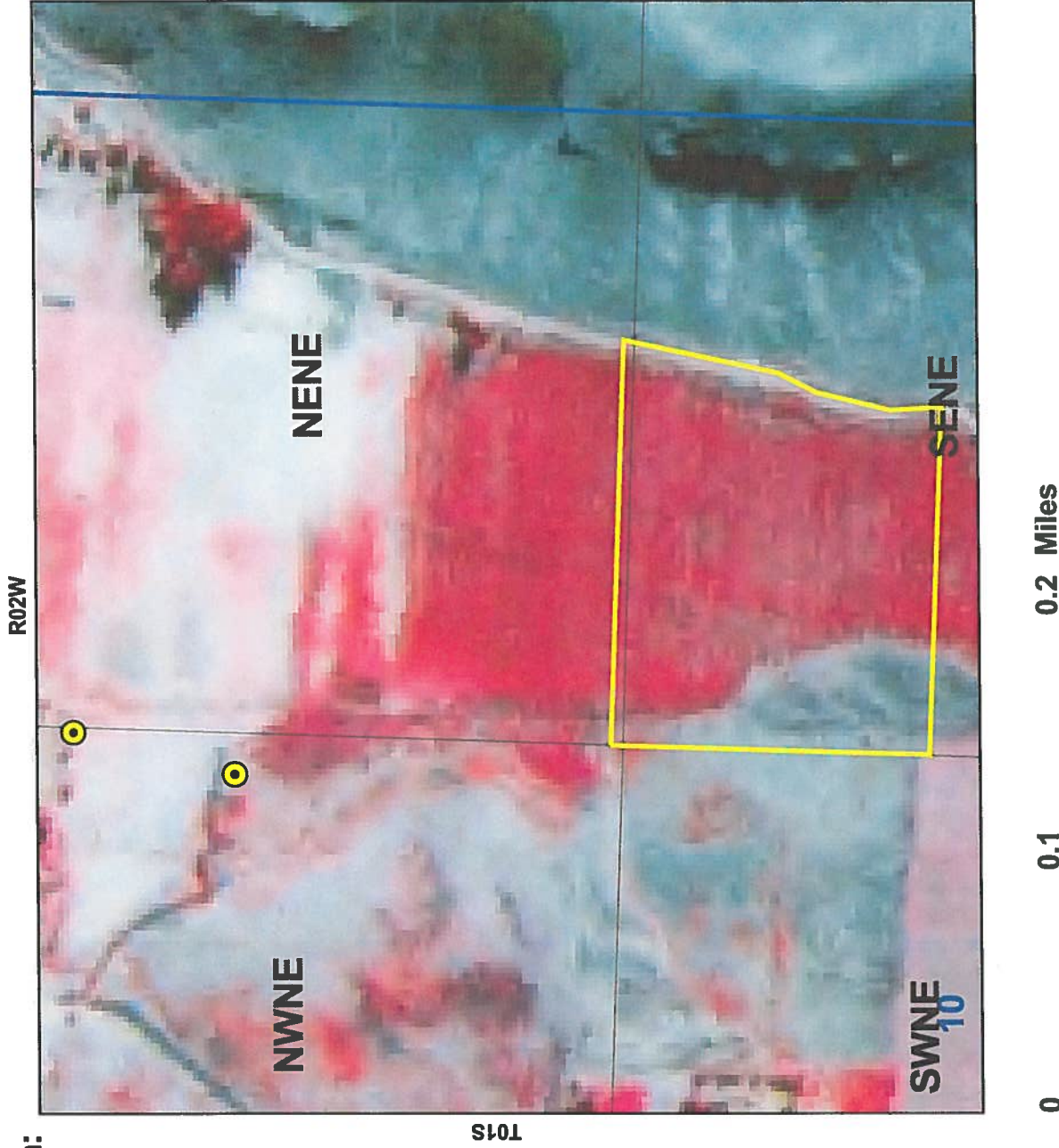
(Irrigation)

Legend

- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters



Canyon County
IDWR Basin 63



Prepared by M. Ciscell
On Tuesday, October 17, 2006
1987/88 Aerial Photography

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 63-31819
Date Received: 6/18/1992
Receipt No: W014930
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

DANIEL A NELSON
8123 TUT LN
MELBA ID USA 83641

Phone: (208) 761-1098

JACQUELINE M NELSON
8123 TUT LN
MELBA ID USA 83641

Phone: (208) 761-1098

2. Date of Priority: 06/16/1975

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
01S	02W	10	NW	NE		CANYON	

5. Description of diverting works:

WELLS, PUMPS, PIPELINES SPRINKLERS & RACEWAYS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.19	42.8

7. Total Quantity Appropriated is:
0.19 C.F.S. and/or 42.8 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01S	02W	10	SE	NE	IRRIGATION	9.5
Section Acres						9.5
Total Acres						9.5

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:

14. Remarks:

This claim is the result of a split due to ownership change for a portion of 63-8137. DH 12/11/2003

TWO POINTS OF DIVERSION IN THE NWNE, S10, T01S, R02W.

See remarks for additional conditions of approval.

15. Basis of Claim: License

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

RECEIVED

DEC 10 2003

WATER RESOURCES
WESTERN REGION

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

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
63-8137	63-8137	—	_____	_____	—
_____	_____	—	_____	_____	—
_____	_____	—	_____	_____	—
_____	_____	—	_____	_____	—
_____	_____	—	_____	_____	—

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. *0*
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Kathy M & Jimmy Ray Tuttle

8241 Butte RD, Melba, ID 83641

4. New Owner/Claimant(s)

Daniel A. Nelson & Jacqueline M. Nelson

Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

8123 TUTTLE LANE

City, State and ZIP Code

Melba ID 83641

New Telephone Number

(208) 761-1098 & 761-0890

5. Date you acquired the property

8-6-2002

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	0.19 CFS / 42.8	9.5 acres
Stock		
Domestic		
Other ☒		
Total	0.19 CFS / 42.8 AFA	9.5 acres.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

Josephene M. Nelson
Daniel Alan Nelson

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

For Office Use Only

Received by CH Date 12-10-03 Fee 0
 Received by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

6-18-92

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-8137

WATER RIGHT NUMBER: 63-8137

63-31819

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	GERDA RUPPERT STAR RT BOX 11 MELBA, ID 83641
Original Owner	PETER I WOLD STAR RT MELBA, ID 83641
Original Owner	CHERYL G WOLD , ID
Current Owner	JIMMY RAY TUTTLE 8241 BUTTE RD MELBA, ID 83641 (208)495-2170
Original Owner	LEE RUPPERT STAR RT BOX 11 MELBA, ID 83641
Current Owner	KATHY M TUTTLE 8241 BUTTE RD MELBA, ID 83641 (208)495-2170

New Owner

Dan Nelson
portion

Priority Date: 06/16/1975

Basis: License

Status: Active

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.040 CFS	1.20 AF
FISH PROPAGATION	1/01 to 12/31	0.800 CFS	
IRRIGATION	3/15 to 11/15	0.560 CFS	126.00 AF
STOCKWATER	1/01 to 12/31	0.050 CFS	2.70 AF

Total Diversion: 1.450 CFS

.19 cfs total / 42.8 af total

Location of Point(s) of Diversion

GROUND WATER NW1/4NE1/4 Sec. 10, Twp 01S, Rge 02W, B.M. CANYON County

Place of Use

IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	Totals
01S	02W	10	12.0	16.0			28.0

9.5

9.5

Total Acres: 28

9.5
total

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 63-8137

DOMESTIC same as IRRIGATION

FISH PROPAGATION same as IRRIGATION

STOCKWATER same as IRRIGATION

Conditions of Approval:

1. 016 See remarks for additional conditions of approval.

Remarks:

1. General FACILITY VOLUME FOR FISH PROPAGATION PONDS IS 0.16 AF.
TWO POINTS OF DIVERSION IN THE NWNE, S10, T01S, R02W.

Comments:

Dates and Other Information:

Claim Received Date: 6/18/1992
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector: AND
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Combined Use Limits:

**PIONEER TITLE COMPANY
OF CANYON COUNTY**

100 10TH AVE. SOUTH
NAMPA, IDAHO 83651
(208) 466-6100

DANIEL ALAN NELSON and JACQUELENE M. NELSON
8123 TUT LANE
MELBA, ID 83641

ESCROW NO. PN69939
RE: DANIEL ALAN NELSON
DATE: March 7, 2003

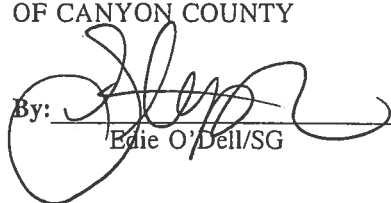
RECEIVED BY _____ DATE _____

In connection with the above numbered Escrow, we enclose the following:

- ☐ Closing Statement
- ☐ Our Check # in the sum of \$
- ☐ Original Quitclaim Deed recorded as Instrument No.
- ☐ Original Warranty Deed recorded as Instrument No.
- ☐ Original Deed of Trust recorded as Instrument No.
- ☐ Note dated in the sum of \$
- ☒ Title Insurance Policy ORIGINAL
- ☐ Fire Insurance Policy in the amount \$

Any other documents to which you are entitled will be forwarded as soon as they are available.

Yours Very Truly,
PIONEER TITLE COMPANY
OF CANYON COUNTY

By:  _____
Edie O'Dell/SG

Form No. 1402.92
(10/17/92)
ALTA Owner's Policy



POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY

Gary L. Keruett

PRESIDENT

ATTEST

Mark R. Aronson

SECRETARY

J 1596362

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured only so long as the Insured retains an estate or interest in the land, or holds an

by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate.

for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction and disposition of all appeals therefrom, adverse to the insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the Amount of Insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which hereafter executed by an insured and which is a charge lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing the policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.
Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the Amount of Insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule (A)(C) consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the Amount of Insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its

and this policy not been issued. If requested by the Company the insured claimant shall transfer to the Company all right and remedies against any person or property necessary order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, or service of the Company in connection with its issuance, the breach of a policy provision or other obligation, or arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to the arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by an action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or a validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707, or to the office

FIRST AMERICAN



First American Title Insurance Company

POLICY
OF
TITLE
INSURANCE



SCHEDULE A

Order No.: **PN69939**
Policy No.: **J1596362**
Form No. 1402.92 (10/17/92)
Amount of Insurance: **\$60,000.00**
Premium: **\$465.00**
Date of Policy: **December 4, 2002 @ 4:03 p.m.**

1. Name of Insured:

DANIEL ALAN NELSON and JACQUELENE M. NELSON

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

DANIEL ALAN NELSON and JACQUELENE M. NELSON husband and wife

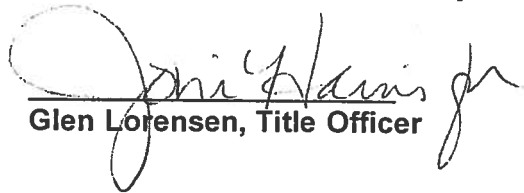
4. The land referred to in this policy is described as follows:

See Attached Exhibit "A"

REF: PN69939
J1596362

(This policy not valid unless countersigned by PIONEER TITLE COMPANY OF CANYON COUNTY)

FIRST AMERICAN TITLE INSURANCE COMPANY
Countersigned by
Pioneer Title Company of Canyon County


Glen Lorensen, Title Officer

PN69939

Exhibit "A"

Part of the North Half of the Southeast Quarter of the Northeast Quarter of Section 10, Township 1 South, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows:

COMMENCING at the Center Quarter corner of Section 10, Township 1 South, Range 2 West of the Boise Meridian, Canyon County, Idaho and running; thence

South 89° 05'30" East 1306.68 feet along the center East-West section line to the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 10; thence

North 00° 12'08" East 1321.15 feet to the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 10 (said point being the REAL POINT OF BEGINNING); thence

South 89° 17'15" East 841.20 feet to the East bank of an existing ditch; thence along the East bank of said ditch the following (4) four courses; thence

South 10° 35'48" West 327.48 feet; thence

South 25° 17'03" West 87.72 feet; thence

South 12° 06'35" West 158.32 feet; thence

South 05° 01'44" East 104.72 feet; thence

North 89° 11'23" West 721.82 feet; thence

North 00° 12'08" East 660.58 feet to the REAL POINT OF BEGINNING.

TOGETHER WITH an easement for ingress and egress over a strip of land, being 60 feet wide and adjacent to and North of the following described line:

BEGINNING at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 10, Township 1 South, Range 2 West, Boise Meridian, Canyon County, Idaho; thence

South 89° 17'15" East 1,311.04 feet to the Northeast 1/16 corner of said Section 10; thence continuing

South 89° 17'15" East 841.20 feet to the End of said line.

and together with that certain easement recorded August 21, 2000 as instrument no. 200029169, records of Canyon County, Idaho and effecting:

The North 28 feet of the West 100 feet of the Southwest Quarter of the Northeast Quarter of Section 10, Township 1 South, Range 2 West, Boise Meridian, Canyon County, Idaho.

SCHEDULE B

Order No.: **PN69939**

Policy No.: **J1596362**

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

SECTION I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims or easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

SECTION II

7. **General taxes for the year 2002 which are a lien, payable on or before December 20 of said year and not delinquent until after said date.**
8. **General taxes which may be assessed and extended on any subsequent roll for the tax year 2002 with respect to new improvements and the first occupancy thereof during 2002, which may not be included on the regular assessment roll and which are a lien not yet due or payable.**
9. **Liens and assessments of Boise-Kuna Irrigation District, and the rights and powers of said district as by law provided. Paid current.**

10. An Easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to: REYNOLDS IRRIGATION DISTRICT, a Quasi-Municipal corporation of Owyhee County
Purpose: Right-of-way across said lands to construct and maintain a ditch for the purpose of carrying irrigation water to the main ditch
Recorded: December 11, 1950 as Instrument No. 369962
Affects: The NW1/4 of the NE1/4 of Section 10, Township 1 South, Range 2 West, Boise, Meridian, in Canyon County, Idaho

11. Power Line Easement as granted by PETER I. WOLD and CHERYL G. WOLD his wife to IDAHO POWER COMPANY, a corporation, by instrument recorded December 29, 1975 as Instrument No. 764358, records of Canyon County, Idaho...including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and the operation, maintenance and repair of Grantee's electrical system. (Affects the NW1/4 and the NE1/4, Section 10, Township 1 South, Range 2 West)

12. Terms and conditions of Deed of Easement and Easement Agreement dated August, 2000, recorded August 4, 2000 as Instrument No. 200027369 and re-recorded August 21, 2000 as Instrument No. 200029169, between Mark Gornik and Kelly Gornik, husband and wife, and Jimmy Ray Tuttle and Kathy M. Tuttle, husband and wife.

13. A Deed of Trust, Fixed/Adjustable Rate Rider, and Manufactured Home Rider to the Mortgage/Deed of Trust/Security Deed to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$145,850.00
Dated: October 24, 2002
Trustor/Grantor: DANIEL ALAN NELSON and JACQUELENE M. NELSON, husband and wife
Trustee: PIONEER TITLE COMPANY OF ADA COUNTY
Beneficiary: WELLS FARGO HOME MORTGAGE, INC.
Recorded: October 30, 2002 as Instrument No. 200251411
Re-Recorded: December 4, 2002 as Instrument No. 200256894

"NOTHING FURTHER"



• CORNER
TION 10

52

8. BUTTE ROAD

S89°28'52"E

715.10'

600.51

2631.28'

$$\overline{1315.67}$$

E 1/16 CORNER
SECTION 10

PARCEL 1
13.32 ACRES

RM-1 Q

N05°58'35"E
197.11'

N09°55'06"E
126.32

RM-20

N18°30'01"E
76.01'

RM-30

RM-40

315

PARCEL 2
26.44 ACRES

RM-5Q:

N28°16'27"E
116.34'

RM-60

115.57

S89°17'15"E

S8917'15"E

[illegible]

NE 1/16 CORNER
SECTION 10

20.00'

796.90'

190.00'

326.60'

S89°23'07"E

1313.50'

540.59' 2642.25'

N00°12'23"E

PARCEL 3
58.64 ACRES

PARCEL 4
1.06 ACRES

N00°12'03"E
32.53'

S89°19'26"E

1306.76'

1306.58'

S89°05'30"E

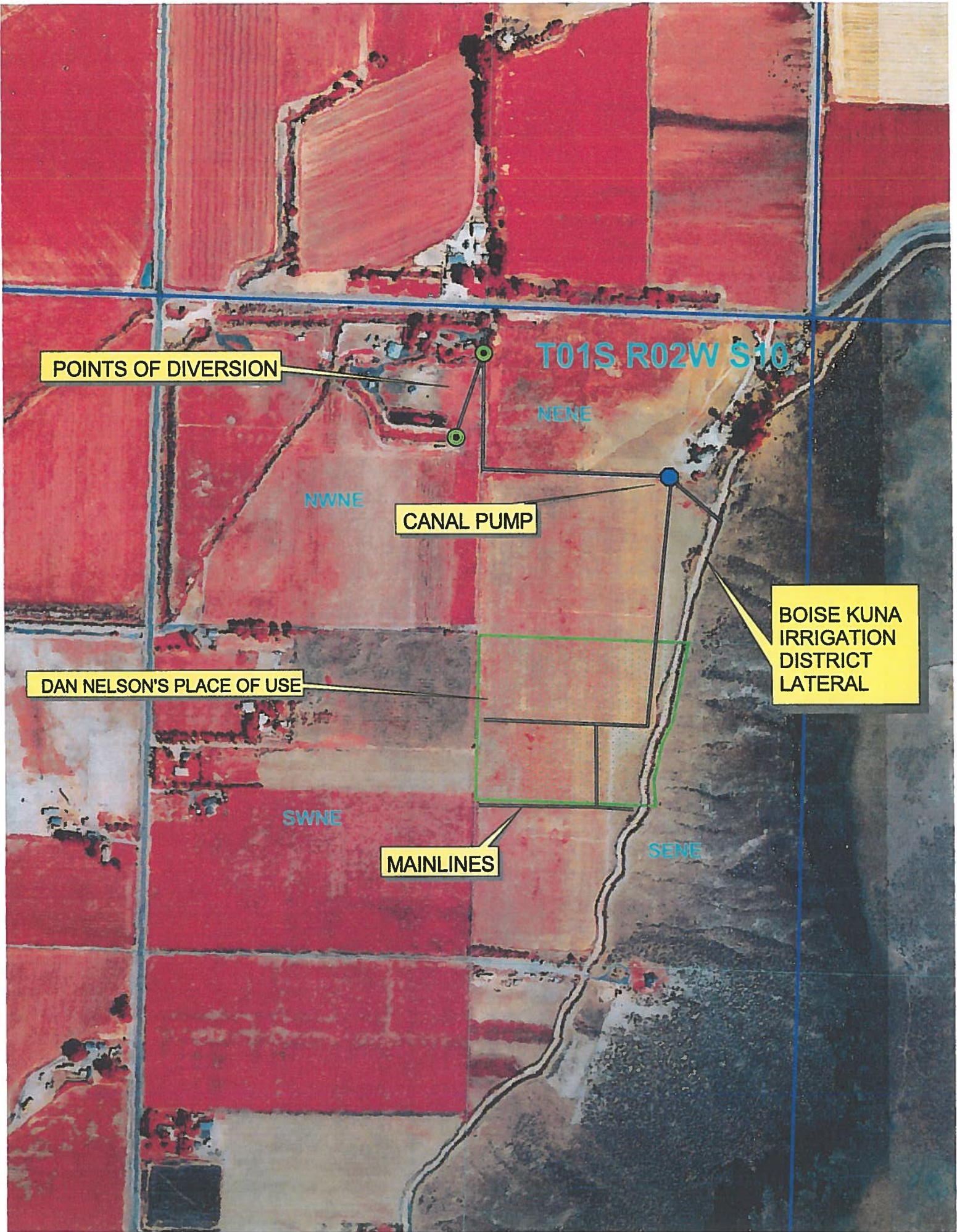
C-E 1/16 CORNER
SECTION 10

1306.68

2613.37'

E 1/4
SECT

CORNER
IN 10



POINTS OF DIVERSION

T01S R02W S10

NENE

CANAL PUMP

BOISE KUNA
IRRIGATION
DISTRICT
LATERAL

DAN NELSON'S PLACE OF USE

SWNE

MAINLINES

SENE

WATER RIGHT LICENSE

THIS IS TO CERTIFY, that Lee and Gerda Ruppert

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from March 15 to November 15	at 0.56 cfs and	125.0 acre feet
Stockwater	from January 1 to December 31	at 0.05 cfs and	2.7 acre feet
Domestic	from January 1 to December 31	at 0.04 cfs and	1.2 acre feet
Fish Propagation	January 1 to December 31	0.80	n/a

Description and location of place of use

This right when combined with Right Nos. 63-2188 and 63-2189 shall not exceed 3.2 cfs.
Facility Volume for fish propagation ponds is 0.16 acre feet.

Witness, the seal and signature of the Director, affixed at Boise, Idaho, this 29th day of April 1982.

Acting for the Director

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: A63-08137
Date Received: 6/18/1992
Receipt No: W0149.30
Received By: FW

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

1. Name: KATHY M TUTTLE 208-495-2170
Address: 8241 BUTTE RD
MELBA ID 83641
AND/OR
Name: JIMMY RAY TUTTLE 208-495-2170
Address: 8241 BUTTE RD
MELBA ID 83641

2. Date of Priority: JUN 16, 1975

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01S	02W	10	NW	NE			CANYON

5. Description of diverting works:
WELLS, PUMPS, PIPELINES SPRINKLERS & RACEWAYS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.560		126.00
STOCKWATER	01/01	12/31	0.050		2.70
FISH PROPAGATION	01/01	12/31	0.800		
DOMESTIC	01/01	12/31	0.040		1.20

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

8. Total consumptive use is 98.0 Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, 1 HOME; STOCKWATER, 150 RANGE; FISH PROPAGATION

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	02W	10	NE	NE		IRR	12.0
			SE	NE		IRR	16.0
Section Acres							28.0
Total Acres							28.0

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
BOISE-KUNA IRR. DIST., CLAIM NO'S A63-08188 & A63-08189.

14. Remarks:
FACILITY VOLUME FOR FISH PROPAGATION PONDS IS 0.16 AF.
TWO POINTS OF DIVERSION IN THE NWNE, S10, T01S, R02W.

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: 0

For Individuals:

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

Signature of Claimant(s): Kathy M Smith Date: 6/18/92

Date: _____

State of Idaho

County of Ada

) SS.
)

Subscribed and sworn (or affirmed) before me this 18th day

of June 19 92

Kathryn A. Walker
Notary Public

Seal

Residing at Boise, Idaho

My Commission Expires 2-14-1993

MEMORANDUM

DATE: 19-Jun-1992 08:23

TO: CLAIMS A63-08137, A63-08188 AND A63-08189

FROM: KAY WALKER 

RE: FEES

The Tuttle's just purchased the property involved under these filings. The closing date will be July 1, 1992. I did not charge late fees for these claims.

~~MICROFILMED~~
AUG 24 1992



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

December 11, 2003

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

DANIEL A NELSON
JACQUELINE M NELSON
8123 TUT LN
MELBA ID 83641

Re: Original Notice of Claim to a Water Right No. 63-8137

Renumbered Notice of Claim to a Water Right No. 63-31819

Dear Claimant(s):

We have received and processed a Change of Ownership for a portion of the original Claim to a Water Right Number as referenced above. This Change of Ownership required a split of the original claim resulting in renumbering this claim, using a new water right number to represent each split. The new Notice of Claim to a Water Right number for your portion is referenced above and a copy is enclosed.

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

Please note that the enclosed Notice of Claim to a Water Right is not a determination of your water right. This claim represents a split of the claim filed by a previous owner during claims taking in the Snake River Basin Adjudication (SRBA) and has not yet been verified by this Department. Water rights are established and maintained by beneficial use of water for the uses designated on this claim form dating back to the priority date listed. This claim will be investigated, verified and recommended to the SRBA Court for court decree sometime in the near future. You will be notified prior to the beginning of any verification of this water right.

Thank you for your patience, as we have had several water right changes to process. Please feel free to contact this office if you have any questions concerning your claim or this letter.

Sincerely,

Adjudication Section
Western Region

DH: dh

Enclosure

No. A63-08137

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	KATHY M TUTTLE	06/16/1975	IRRIGATION	03-15 11-15	0.560 CFS	126.00 AFA
C	JIMMY RAY TUTTLE		STOCKWATER	01-01 12-31	0.050 CFS	2.70 AFA
	8241 BUTTE RD		FISH PROPAGATION	01-01 12-31	0.800 CFS	
	MELBA ID 83641		DOMESTIC	01-01 12-31	0.040 CFS	1.20 AFA
	(208) 495-2170					
TOTAL DIVERSION:					1.450 CFS	98.00 AFA
CONSUMPTIVE USE:						

Water Source: GROUNDWATER
Tributary to: CANYON County
Stage: LICENSE

Point(s) of Diversion: T01s R02W S10 NWNE

Place of use Legal Description for: IRRIGATION

NE		NW		SW		SE		SUM		
T	R	S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
01S	02W	10	:	12	:	:	:	:	:	:
				16						
								TOTAL ACRES		
								28.0		
								28.0		

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

Place of use location for FISH PROPAGATION is the same location as described for: IRRIGATION

Place of use location for DOMESTIC is the same location as described for: IRRIGATION

POU County: CANYON

Non-Irrigation Uses: DOMESTIC, 1 HOME; STOCKWATER, 150 RANGE; FISH PROPAGATION

Other Rights: BOISE-KUNA IRR. DIST., CLAIM NO'S A63-08188 & A63-08189.

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
A63-02699 A63-08188 A63-08189

Conditions of Approval:

016 - See remarks for additional conditions of approval.

Remarks: GEN FACILITY VOLUME FOR FISH PROPAGATION PONDS IS 0.16 AF.
TWO POINTS OF DIVERSION IN THE NWNE, S10, T01S, R02W.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Audit: 06/19/92 WALKER 03/30/95 POST-STD

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 63-8137 Priority June 16, 1975 Amount 1.45 cfs

THIS IS TO CERTIFY, that Lee and Gerda Ruppert
of Melba, Idaho, has complied with the terms and conditions of Permit
No. 63-8137 issued pursuant to Application for Permit dated June 16, 1975,
and has submitted proof to the Department of Water Resources on May 22, 1980,
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 3.2 cfs of water from a groundwater source,
tributary to _____, 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
Irrigation	from <u>March 15</u> to <u>November 15</u>	at <u>0.56</u> cfs and	<u>126.0</u> acre feet
Stockwater	from <u>January 1</u> to <u>December 31</u>	at <u>0.06</u> cfs and	<u>2.7</u> acre feet
Domestic	from <u>January 1</u> to <u>December 31</u>	at <u>0.04</u> cfs and	<u>1.2</u> acre feet
Fish Propagation	<u>January 1</u> to <u>December 31</u> (both dates inclusive)	at <u>0.80</u> cfs and	<u>n/a</u>

Subject, however, to the condition that no more than 1.45 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
n/a acre feet per year, said waters to be diverted within the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 10, Twp.
1S, Rge. 2W in the County of Canyon

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
1S	2W	10	12			16													28

Total number of acres irrigated 28

This right when combined with Right Nos. 63-8188 and 63-8189 shall not exceed
3.2 cfs.
Facility Volume for fish propagation ponds is 0.16 acre feet.

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 29th day of
April, 19 82.

Acting for the Director

Norman C. Young

State of Idaho
Department of Water Resources
ASSIGNMENT OF PERMIT

FEB 20 1980

Department of Water Resources

I, Peter Wold, hereby assign to Lee and Gerda Ruppert
of Star Route, Box 11 Melba, ID
Address

CHECK ONE

☒ All my right, title, and interest in and to Permit No. 63-8137
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. _____ 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)

Made this 18th day of February, 19 80.

Peter L Wold
Permit Holder

Spouse of Permit Holder

State of Idaho)
County of Canyon) ss.

On this 18th day of February, 19 80, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that he (she) (they) executed the same.

seal

R. Gregory Shears
Notary Public residing at

Nampa, Idaho

My commission expires:

10/3/81

NOTARIZED

Receipt # 1268

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR AMENDMENT

APPROVED

Permit No. 63-8137

Comes now Peter I. Wold &/or Cheryl G. Wold of (address) _____
Box 277, Nampa, ID, and represents to the Director of
the Idaho Department of Water Resources:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 63-8137, and requests that the permit and permit map be changed as follows:

1. Point of diversion: NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 10 Twp. 1S
Rge. 2 W, B.M., County of . Other points of diversion:

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

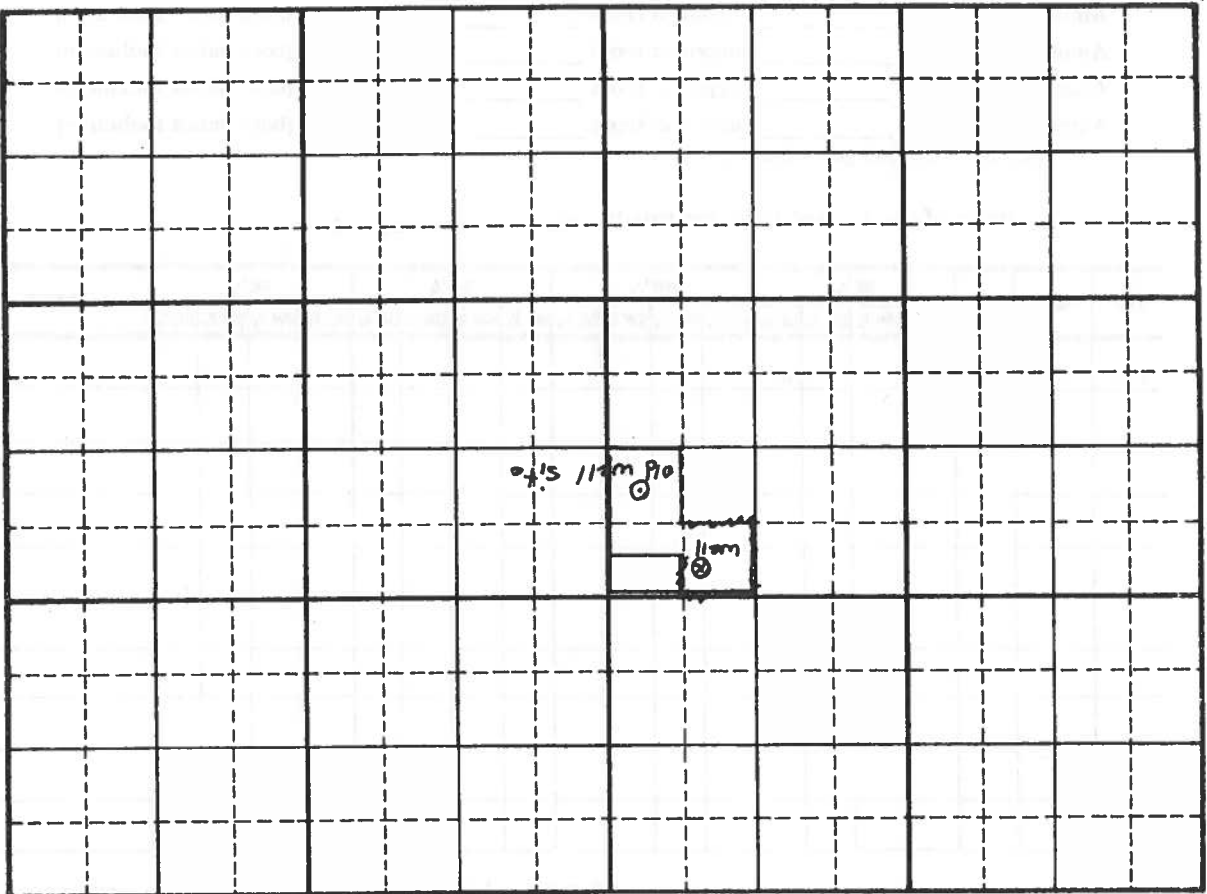
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre feet per annum)

3. Place of use or land to be irrigated: The same as original

[illegible]

Total number of acres to be irrigated	60
---------------------------------------	----

Complete the following map by showing land and point of diversion as proposed by this amendment. Show 40-acre subdivisions, townships, ranges and ditches.



Scale: 2 inches equal 1 mile

That no one will be injured by such change, and that such change will be made at permit holders own risk.

Signed at Boise, this 14 day of August, 19 75.
Robert A. Wood
 (signature)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

Administrator, Operations Division
 I, A. KENNETH DUNN, Director of the Department of Water Resources

hereby approve the above application for amendment on Permit No. 63-8137

Witness my hand this 26th day of September, 19 75.

A. KENNETH DUNN, Administrator, Operations Division

Received c/s 8-14-75
 Receipt c/s 8-14-75 #1268

ASSIGNED TO:
Lee and Gerda Ruppert
Star Route Box 11
Melba, Idaho 83641
02/20/80

Identification No. _____
Application No. 68-8137

APPROVED

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

APPLICATION FOR PERMIT

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant Peter I Wold &/or Cheryl G. Wold Phone: 467-6281
post office address Box 277, Nampa, ID
2. Source of water supply groundwater which is a tributary of _____
3. a. Location of point of diversion is SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10 Township 1 S
Range 2 W B.M. Canyon County; additional points of diversion if any: _____

b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount 1.20 for Irrigation purpose from March 15 to Nov. 15 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 0.09 for Dom & Stock purpose from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 0.80 for fish propagation purpose from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 2.00 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. well, pump mainline and sprinklers

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
c. Proposed well diameter is 12 inches; proposed depth of well is 150 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 5 years.
b. Estimated construction cost is \$ 8000.
8. Description of proposed uses:
a. If water is not for irrigation:

SENE

(1) Give the place of use of water: NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10 Township 1 S
Range 2 W B.M.

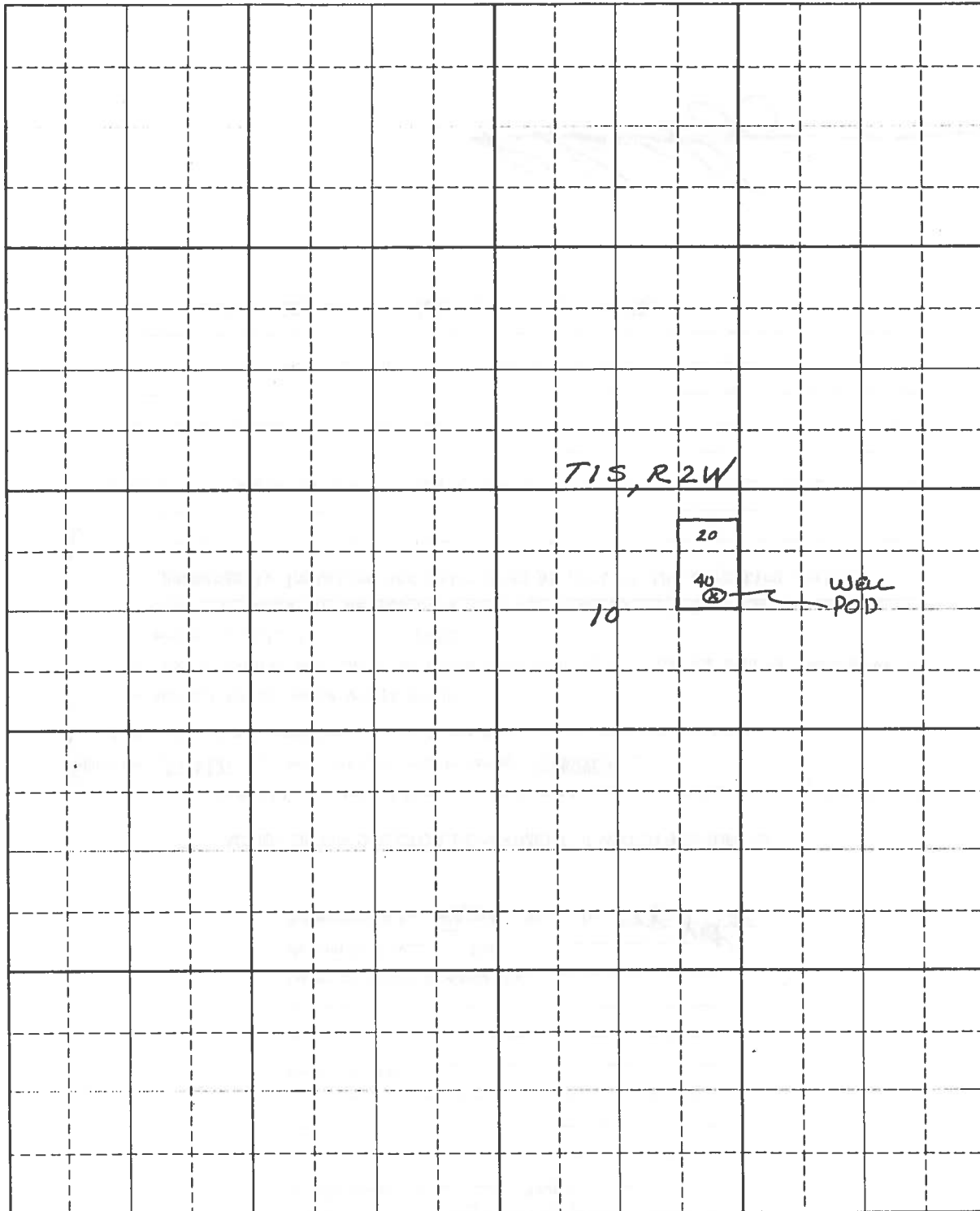
(2) Amount of power to be generated: _____ hp under _____ feet of head.

(3) List number of each kind of livestock to be watered 150 head stock ^{NE $\frac{1}{4}$ NE $\frac{1}{4}$} ~~SE $\frac{1}{4}$ NE $\frac{1}{4}$~~

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water one ^{NE $\frac{1}{4}$ NE $\frac{1}{4}$}

(5) If water is to be used for other purposes describe: _____
fish propagation with a series of race ways ^{SE $\frac{1}{4}$ of NE $\frac{1}{4}$}

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Cheryl S. Wold
(Applicant)

Proposed Priority 6-18-1975

Received by Mr. [Signature] Date 6-16-75 Time 4:40 PM
Preliminary check by Mr. [Signature] Fee \$ 35.00
Received by Mr. [Signature] Date 6-16-75 # 569
Publication prepared by Mr. [Signature] Date 6/19/75
Published in Idaho Free Press
Publication dates June 26 & July 3
Publication approved by [Signature] Date 7/1/75
Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by Mr. [Signature]

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 63-8137, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before July 1, 1980.

c. Other: A measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works.

2. Denial of said application is for the following reasons: _____

Witness my hand this 22 day of July, 1975.

Director

State of Idaho
DEPARTMENT OF WATER RESOURCES
FIELD REPORT

P/O SENE, S. 10
T. 15
R. 2W

63-8137
Permit No.

CONTACT WITH PERMIT HOLDER

	DATE	INITIALS	REMARKS
☒ Appointment letter mailed:	7-11-80	KC	
☐ Telephone call made: (List Telephone No. used)			
☐ Appointment scheduled for: (Date, time, location)	9/24/80	JKV	

* $28ac \times .02 cfs = 0.56 cfs$
 $28ac \times 4.5 = 126.0 AFA$

EXAMINATION

Date 9/24/80 Accompanied by Lee Kuyper Total Q measured 3.2 ✓
 If source is surface water, estimate total flow of source _____
 Methods of measurement biggy meter & AH meter Meets Permit requirements? yes
 * See below

Measurement calculations: Recorded 1.2 cfs at permit V = 4.5 x 60 = 270 ✓
 $1.97 - 1.47 = 1.50 total$
 Measurements taken on concrete str. on dirt from pond.
 Freeflow - Depth water 4 width 3 ft - area = 1.2 Area of 20, 103.33
 $103.33 \times .956 = 98.78 + .046 = 98.83 \times 1.2 = 118.59 \div 60 = 1.97 cfs$
 Pump - $D = 1.5 AVE, REV = 65.3 A = 15 \times 3 = .45 66.3 \times .956 = 62.43 + .046 = 62.48 \div 60 = 1.04 \times 4.5 = 1.47 cfs$
 H.A. Meter well - $A = 1.86 HVE, REV = 46 \times 2.224 + .016 = 102.32 \div 60 = 1.70 \times 1.86 = 3.16 cfs$
 $D = 1.6 W 2.1$

WELL/DIVERSION NO.	HP	MOTOR MAKE	MOTOR SERIAL NO.	PUMP MAKE	PUMP SERIAL NO.	MEASURING DEVICE TYPE	CONDITION OF MEAS. DEV.	REMARKS
	20							

System Description Pump from 4th pond - spreader system - 110-140 gpm, 12 inch pipe, 20 HP motor - 12 inch pipe, well 40 ft deep. Four ponds - 97-63 acres total 60 acres. 63-8137
 *Code with map on reverse side. Disregard code if only one. 3 acres, 63-8189

RECOMMENDED AMOUNTS

USE	Irrigation requirement =	AFA/Acre	FROM	TO
<u>growing</u>	* 0.056 ✓	<u>126.0 AFA</u> ✓	<u>3/15</u>	<u>11/15</u>
<u>stockwater</u>	$.05$ ✓	2.7 ✓	<u>1/1</u>	<u>12/31</u>
<u>Domestic</u>	$.04$ ✓	1.2 ✓	<u>1/1</u>	<u>12/31</u>
<u>Fish propagation</u>	$.80$ ✓		<u>1/1</u>	<u>12/31</u>
		<u>129.9 AFA</u>		
	1.45	<u>270</u>		
Total	2.00 ✓	<u>270</u> ✓		

Remarks

63-8158 & 63-8189 are also from the same source. Fish propagation, Domestic & Stockwater are located in NWNE 34-10-15-24
1 pond stock
 * 62 ac FOUND ON THIS PERMIT IN NWNE 34-10-15-24 IS RECOGNIZED AS BEING IRRIGATED UNDER PERMIT 63-8189
4 POND @ AVE 40' x 15' x 4' = 0.16 AC RT.

MAP (Attach Aerial Photo)

SCHEMATIC DIAGRAM OF SYSTEM

NOTICE OF CLAIM NO. A63-08137

* IF REQUIRED HAS EVIDENCE OF PRIORITY BEEN
SUBMITTED - YES NO

OTHER (SEE COMMENTS) = 6

COMMENTS: * See lease file for confirmation of two wells. Also location of other uses

USE PERIOD FROM	TO	DIVERSION RATE	DIVERSION VOLUME
03-15	11-15	0.560 CFS	126.00 AFA
01-01	12-31	0.050 CFS	2.70 AFA
01-01	12-31	0.800 CFS	
01-01	12-31	0.040 CFS	1.20 AFA

Stage: LICENSE

CANYON County

SE

28.0

Place of use location for FISH PROPAGATION is the same location as described for: IRRIGATION

Pou County: CANYON

Other Rights: KUNA IRR. CO.

Other Water Rights With Same Point(s) of Diversion and Source:

63-02699	63-08188	63-08189	63-11870	M63-118700
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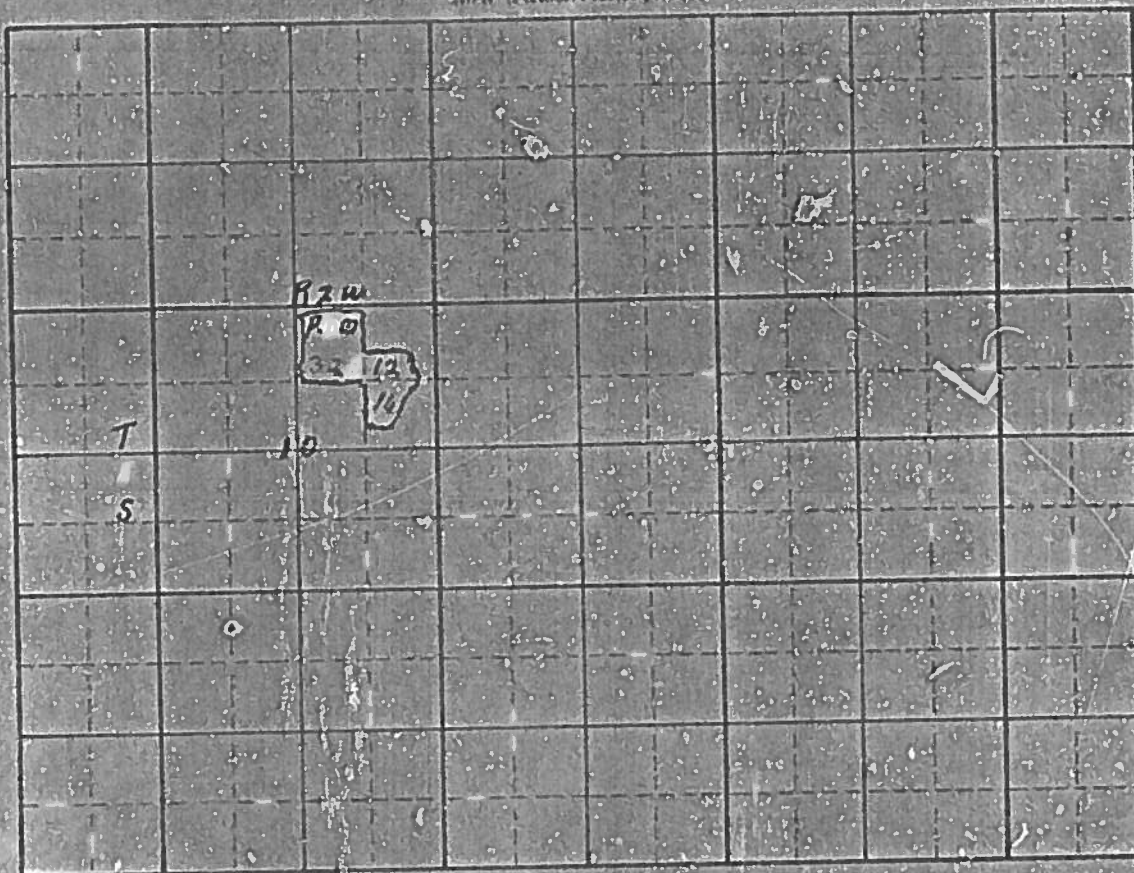
Other Water Rights Listing Overlapping Place(s) of use:	
63-11093	63-12107

Conditions of Approval:
016 - See remarks for additional conditions of approval.

THIS RT. WHEN COMBINED WITH RTS. 63-8188 & 63-8189 SHALL NOT EXCEED 3.2 CFS.
FACILITY VOLUME FOR FISH PROPAGATION PONDS IS 0.16 AF.

Dates:		
App. Received:	07/01/1980	06/16/1975
Proof Due Date:		Proof Made Date: 01/01/1900
Exam Made Date:		Exam Sent to S.O.:
Licensed Date:	07/05/1983	

MAP (Attach Aerial Photo)



SCHEMATIC DIAGRAM OF SYST

(Include distance from pump measuring distance, if applicable.)



✓ (1) Diversion NW NE Sec 10 T1 R2W

(S of U)

			N			NW			SW						TO	
AGE	SEC		NE	NW	SW	N	SW	FE	NE	NW	SW	SE	NE	NW	SW	SE
15	2	10	12	33	16											
				X												
										</						

Com. send Appendments:

✓ Add D as reflected above
 Add P.U. as reflected above

✓ Add P.D. as reflected above
 Add P as reflected above

Other

Exam. by
 CUC by
 prepared by

John R. Meyer
Robyn

Date 9/25/80
 Date 10/1/80
 Date 10/2/80

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 63-8137 Priority June 16, 1975 Amount 1.45 cfs

THIS IS TO CERTIFY, that Lee and Gerda Ruppert
of Melba, Idaho, has complied with the terms and conditions of Permit
No. 63-8137 issued pursuant to Application for Permit dated June 16, 1975,
and has submitted proof to the Department of Water Resources on May 22, 1980,
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 3.2 cfs of water from a groundwater source,
tributary to _____, 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
Irrigation	from <u>March 15</u> to <u>November 15</u> at	<u>0.56</u> cfs and	<u>126.0</u> acre feet
Stockwater	from <u>January 1</u> to <u>December 31</u> at	<u>0.06</u> cfs and	<u>2.7</u> acre feet
Domestic	from <u>January 1</u> to <u>December 31</u> at	<u>0.04</u> cfs and	<u>1.2</u> acre feet
Fish Propagation	<u>January 1 to December 31</u> (both dates inclusive)	<u>0.80</u>	<u>n/a</u>

Subject, however, to the condition that no more than 1.45 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
n/a acre feet per year, said waters to be diverted within the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 10, Twp.
1S, Rge. 2W in the County of Canyon

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
1S	2W	10	12			16													28

Total number of acres irrigated 28

This right when combined with Right Nos. 63-8188 and 63-8189 shall not exceed
3.2 cfs.

Facility Volume for fish propagation ponds is 0.16 acre feet.

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 29th day of
April, 19 82.

Acting for the Director

Norman C. Young