

02/21/2006

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

RIGHT NUMBER: 67-287

NAME AND ADDRESS: BRETT NEWBOLD
3488 WARD RD
CAMBRIDGE ID 83610

SOURCE: RUSH CREEK

TRIBUTARY: WEISER RIVER

QUANTITY: 0.380 CFS

PRIORITY DATE: 05/01/1895

POINT OF DIVERSION:

T15N R03W S3 NWSWNE Within WASHINGTON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 10/31

0.380 CFS

PLACE OF USE: IRRIGATION Within WASHINGTON County

T15N R03W S03

SWSE

9.30

T15N R03W S03

SESE

6.70

T15N R03W S10

NENE

14.00

30 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 160 acres in a single irrigation season. Combined Right Nos.: 67-287, 67-14586, 67-14588, 67-14592, & 67-14692.

Right Nos. 67-287 and 67-14692 are limited to the irrigation of a combined total of 30.0 acres in a single irrigation season.

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 - Decreed

Idaho Department of Water Resources

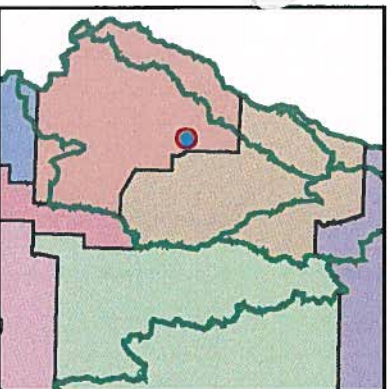


T15N R03W

Adjudication Claim Number: **67-287 & 67-14692**

Legend

-  Point of Diversion
-  Place of Use
-  B67 sections.shp
-  T15n03w.shp



Washington County
IDWR Basin 67



Prepared by C. Saxton
On Thursday, February 23, 2006
1987 Aerial Photography

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-287 V1

WATER RIGHT NUMBER: 67-287 V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	LORRAINE FARRENS 3360 COW CREEK RD CAMBRIDGE, ID 83610 (208)257-3412
Original Owner	GARY FARRENS 3360 COW CREEK RD CAMBRIDGE, ID 83610 (208)257-3412
Original Owner	KERMIT L WIGGINS PO BOX 86 CAMBRIDGE, ID 83610-0086 (208)257-3428
Original Owner	JOANA R WIGGINS PO BOX 86 CAMBRIDGE, ID 83610-0086 (208)257-3428
Current Owner	BRETT NEWBOLD 3488 WARD RD CAMBRIDGE, ID 83610

Priority Date: 05/01/1895

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
RUSH CREEK	WEISER RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 10/31	0.380 CFS	
	<u>Total Diversion:</u>	0.380 CFS	

Location of Point(s) of Diversion

RUSH CREEK	NW1/4SW1/4NE1/4	Sec. 3,	Twp 15N,	Rge 03W, B.M.
WASHINGTON County				

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
15N	03W	3															9.3	6.7	16.0
15N	03W	10	14.0																14.0

Total Acres: 30

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 67-287 V1

Conditions of Approval:

1. E56 The rights listed below are limited to the irrigation of a combined total of 160 acres in a single irrigation season. Combined Right Nos.: 67-287, 67-14586, 67-14588, 67-14592, & 67-14692.
2. E55 Right Nos. 67-287 and 67-14692 are limited to the irrigation of a combined total of 30.0 acres in a single irrigation season.
3. C18 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.

Remarks:Comments:

1. awamtje 6/22/2004 Quantity

Comment: Decree lists diversion rate at 19 inches; decree shows .60 cfs or 90 af

2. csaxton 2/21/2006 Acres

Comment: This right was decreed for 19 inches or 0.38 cfs. At 5/8 inches per acre, this right can irrigate 30.4 acres. That is the most I can recommend. In addition, when Gary Farrens originally filed the claim in 1989, he only claimed 30 acres. the addition of 19 acres was added when Wiggins bought the property.

3. csaxton 2/21/2006 POD

Comment: Based on the notes in TR 4148, it appears that the POD in section three is the only one that irrigates the claimed POU under this right.

4. csaxton 2/21/2006 POD (2)

Comment: POD GPSd by Bosco Bosler 7-21-04. Tag #: A0014024.

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag:
State or Federal: S
Owner Name Connector:
Water District Number: 67
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:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Priority Date	6/22/2004 1:14:29 PM	awamtje			Active
Source	6/22/2004 1:14:59 PM	awamtje			Active

: Decreed @ 0.38 or 19"

@ 5/8 = 30.4 ac

2-21-06 : This should be in the name of Jeff Newbold

Idaho Department of Water Resources

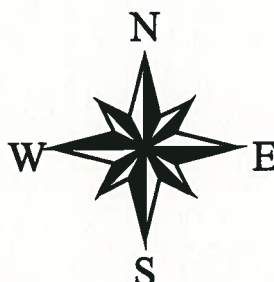
67-287



700 0 700 1400 2100 2800 3500 Feet



T15N, R03W, S3 & S10



Prepared by Anita L. Warntjes
June 22, 2004
Adj 1987 True Color Photo

06/22/2004

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 67-287 V1

WATER RIGHT NUMBER: 67-287 V1

Owner Type
Original Owner

Name and Address
LORRAINE FARRENS
RT 1 BOX 206A
CAMBRIDGE, ID 83610
(208)257-3412

Original Owner

GARY FARRENS
RT 1 BOX 206A
CAMBRIDGE, ID 83610
(208)257-3412

Current Owner

KERMIT L WIGGINS
PO BOX 86
CAMBRIDGE, ID 83610-0086
(208)257-3428

Current Owner

JOANA R WIGGINS
PO BOX 86
CAMBRIDGE, ID 83610-0086
(208)257-3428

Priority Date: 05/01/1885

Basis: Decreed

Status:

Source
RUSH CREEK

Tributary
WEISER RIVER

Beneficial Use
IRRIGATION

Annual Volume

From To
3/15 to 10/31

Diversion Rate
0.600 CFS

Total Diversion: 0.600 CFS

Location of Point(s) of Diversion

RUSH CREEK

WASHINGTON County

RUSH CREEK

WASHINGTON County

SW1/4SW1/4NE1/4 Sec. 3, Twp 16N, Rge 03W, B.M.

SW1/4SW1/4NW1/4 Sec. 34, Twp 16N, Rge 03W, B.M.

Place of Use
IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	Total
15N	03W	3	NE NW SW SE	NE NW SW SE	NE NW SW SE	NE NW SW SE	19.0 10.0 10.0 39.0
15N	03W	10	NE NW SW SE	NE NW SW SE	NE NW SW SE	NE NW SW SE	10.0 10.0

Total Acres: 49

06/22/2004

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 67-287 V1

Conditions of Approval:

Remarks:

Comments:

- awarnrjle 6/22/2004 Water Use
Comment: Decree does not list water use for this right
- awarnrjle 6/22/2004 Period of Use
Comment: Decree does not list period of use
- awarnrjle 6/22/2004 Quantity
Comment: Decree lists diversion rate at 19 inches, decree shows .80 cfs or 90 af

Details and Other Information:

Decreed Date:
Entanglement Use Priority Date:
Entanglement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag: S
State or Federal: S
Owner Name Connector: OR
Water District Number: 67
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:

Element Reviewed/Verified Dates:

Element	Last Reviewed Date	Reviewed	Last Verified Date	Verified	Status
Priority Date	6/22/2004 1:14:29 PM	awarnrjle			
Source	6/22/2004 1:14:59 PM	awarnrjle			
POU	6/22/2004 1:41:41 PM	awarnrjle			
Use	6/22/2004 1:41:54 PM	awarnrjle			
Season	6/22/2004 1:42:28 PM	awarnrjle			
Quantity	6/22/2004 1:43:57 PM	awarnrjle			

Verification Log:

Element	Date	Time Stamp	Reviewer	Location

DO NOT SCAN

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF DIVERSION AND)
USE OF WATER NOT IN CONFORMANCE)
WITH WATER RIGHTS OR CONTROLLED)
BY BRET NEWBOLD AND/OR DOUGLAS)
NEWBOLD)
_____)

NOTICE OF VIOLATION

The Director of the Department of Water Resources (IDWR) is charged with the duties of protecting vested water rights, enforcing specific statutes of the state of Idaho, and enforcing the rules promulgated by IDWR. The Director is also authorized to order the cessation of violations or attempted violations of the provisions of the law relating to all aspects of appropriation and distribution of water.

Based on the information gathered and the records of IDWR, IDWR finds, concludes, and orders as follows:

FINDINGS OF FACT

1. Jerry Myers (Myers) is the elected and appointed watermaster for Water District no. 67, Weiser River. As the watermaster, Myers regulates diversions of the water flowing in tributaries of the Weiser River, including Rush Creek.
2. A pipeline was constructed to deliver water diverted from Rush Creek pursuant water right nos. 67-00285, 67-00286, and 67-00287. Other water rights are also delivered through the pipeline. The elevation difference between the point of diversion and the location of pipeline valves creates sufficient pressure to irrigate with sprinklers.
3. The intake to the pipeline is located at the edge of the Rush Creek streambed. Inflow to the pipeline is not controlled at the inlet but depends on the demand for water at valves

along the pipeline. Myers has regulated the flow by opening or closing the valves along the pipeline to deliver the proper quantity of water to lands described by the water rights.

4. Water right nos. 67-00285, 67-00286, and 67-00287 were decreed in the case of Muir v. Allison. The following is a summary of the decreed water rights and corresponding claims filed in the Snake River Basin Adjudication.

Water Right No.	Quantity (cfs)	Decreed POU	Claimed POU	Acreage Claimed
67-00285	0.05 cfs	NWNE, SWNE, S10, T15N, R03W	SWNE, S10, T15N, R03W	3
67-00286	0.03 cfs	NESE, S10, T15N, R03W	NESE, S10, T15N, R03W	2
67-00287	0.38 cfs	NWSE S03 SWSE S03 SESE S03 NENE S10 T15N, R03W	NWSE S03 SWSE S03 SESE S03 NENE S10 T15N, R03W	19 10 10 10

5. IDWR records show that water right nos. 67-00285 and 67-00286 are owned by Melvin and Bessie Newbold. IDWR records also show water right no. 67-00287 is owned by Kermit Wiggins. Myers informed IDWR that Bret Newbold acquired water right nos. 67-00285 and 67-00286 and the places of use described by the rights from his parents, Melvin and Bessie Newbold. Myers also informed IDWR that Bret Newbold acquired the property described as a place of use by water right no. 67-00287, and that Myers delivered water authorized by water right no. 67-00287 to Bret Newbold during the 2000 irrigation season.

6. Flows in Rush Creek and the Weiser River are not presently sufficient to satisfy all of the water rights. Myers has prevented diversion of Rush Creek water authorized by late priority water rights to satisfy the early priority water rights.

7. On or about July 26, 2000, Myers informed Bret Newbold that adjudicated water rights were being regulated. Myers told Bret Newbold to limit use on his father's place (place of use for 67-00285 and 67-00286) to ten sprinkler heads, estimated to be 0.08 cfs. Myers also told Bret Newbold that he could run a one-quarter mile line on the land formerly owned by Kermit Wiggins (place of use for 67-00287).

8. On June 27, 2000, Myers observed hand lines irrigating land in the SENE of Section 10, T15N, R03W, B.M., which is not described by any water right deliverable on or after July 26, 2000. Approximately 20 acres of alfalfa is planted and irrigated in the SENE of Section 10.

9. On July 30, 2000, Myers discovered that Bret Newbold, Douglas Newbold (Bret's brother), their representatives, or employees, were diverting more water than authorized by water right nos. 67-00285 and 67-00286 by operating a one-quarter mile sprinkler line, estimated to be 32 sprinkler heads. The sprinkler line was irrigating land located in the NESE of Section 10, T15N, R03W, B.M., which is the place of use described by water right no. 67-00286 (0.03 cfs, 2 acres). Approximately 20 acres of alfalfa is planted and is irrigated in the NESE of Section 10.

10. After discovering the additional water diverted on July 30, 2000, Myers closed the valve delivering water to the one-quarter mile sprinkler line delivering water to the NESE of Section 10, and placed a watermaster warning on a marker post that the valve should not be readjusted.

11. On August 2, 2000, Myers discovered that the valve had been reopened. Land located in the NESE of Section 10 was again being irrigated with the one-quarter mile sprinkler line.

CONCLUSIONS OF LAW

1. Idaho Code Section 42-351 states:

If the director of the department of water resources finds, on the basis of available information, that a person is diverting water or has diverted water from a natural water course or from a ground water source without having obtained a valid water right to do so, or is applying water or has applied water not in conformance with a valid water right, then the director of the department of water resources shall have the discretion to issue a notice of violation to the person in accordance with the provisions of section 42-1701B, Idaho Code, for the illegal diversion or use of water.

2. Idaho Code Section 42-1701B states:

(2) Notice. . . . the notice of violation shall identify the alleged violation and shall specify each provision of the designated chapter, rule, permit, condition of approval or order which has been violated. The notice of violation shall state the remedy, including all restoration and mitigation measures, and the amount of any civil penalty the director seeks for redress of the violation. Factors the director may consider in seeking the appropriate remedy include the impact of the violation and whether the violation was willful, a repeat violation for which the violator had been given a prior written warning, or the violator has otherwise refused to comply with the department's lawful directives. The notice of violation shall inform the person to whom it is directed of an opportunity to confer with the director, or the director's designee in a compliance conference concerning the alleged violation.

(6) Penalties.

(a) . . . persons determined to be in violation of section 42-351, Idaho Code, shall be liable for a civil penalty not to exceed:

(ii) For irrigation uses, three hundred dollars (\$300) annually for each acre irrigated, in whole or in part, by the illegal use or diversion.

3. Bret Newbold, Douglas Newbold and their representatives or employees are diverting Rush Creek water in excess of the 0.03 cfs authorized for diversion by water right no 67-00286, and applying the water to approximately 20 acres of land in the NESE, Section 10, T15N, R03W, not authorized or claimed to be irrigated by water right no. 67-00286.

4. Bret Newbold, Douglas Newbold and their representatives or employees are also diverting Rush Creek water and irrigating approximately 20 acres of land located in the SENE, Section 10, T15N, R03W, without any water right authorizing the diversion or irrigation of these lands.

5. The diversion and use of water described above violates Idaho Code § 42-351.

ORDER

IT IS HEREBY ORDERED that Bret and Douglas Newbold and their representatives or employees shall cease and desist diverting water from Rush Creek in excess of 0.03 cfs for the irrigation of land located in the NESE, Section 10, T15N, R03W.

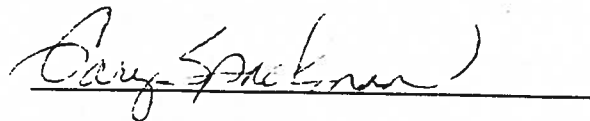
IT IS FURTHER ORDERED that Brett and Douglas Newbold and their representatives or employees shall cease and desist diverting water from Rush Creek for irrigation of lands located in the SENE, Section 10, T15N, R03W.

IT IS FURTHER ORDERED that IDWR seeks a civil penalty of \$300 per acre of land irrigated without a water right, totaling \$12,000 for 40 acres irrigated without a water right.

IDWR may pursue injunctive relief in the district court of the State of Idaho if Bret or Douglas Newbold do not cease the illegal use of water.

NOTICE IS GIVEN that Bret or Douglas Newbold may request, in writing, a compliance conference with IDWR within 14 days of the date of receipt of this notice of violation.

Dated this 4th day of August, 2000.



GARY SPACKMAN
Western Regional Manager

**IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT**

DATE: 08/03/00
PAGE: 3

NAME & ADDRESS

PRIORITY

WATER USE

USE PERIOD

DIVERSITY
RATE

DIVERSION
VOLUME

C KERMIT L WIGGINS
C JOANA WIGGINS

05/01/1895 IRRIGATION

03-15 11-15

0.600 CFS

0.600 CFS

90.00 AFA

Water Source: RUSH CREEK

Tributary to: WEISER RIVER

Stage: DECREED

Point(s) of Diversion:

T15N R03W S03
T16N R03W S34

ANMSMS
ANMSMS

Place of use Legal Description for: IRRIGATION

IRRIGATION

FIN

T	R	S	: Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac
	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW

MSM MSN

MS

35

```

: NESE NWSE SESE SESE :
: Lt AC Lt AC Lt AC Lt AC :

```

SUM

15N 03W	3	:	
15N 03W	10	:	10

• • •

□ ● ● ●

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
84

1
2
3
4

19 10 10

39.0

POW County: WASHINGTON

Non-Irrigation Uses: INCIDENTAL STOCKWATER

Other Rights: FLOOD WATER RIGHT FROM STREAM A67-04155 CLAIMED.

Remarks: GEN

ABSTRACT OF TITLE FOR THIS PROPERTY THE NITA CARRICK PROPERTY STATES THAT RIGHT NO. 24 WAS TO BE FOR 30" WITH A 05/01/1895 PRIORITY, RATHER THAN THE 19" SHOWN IN THE DATA BASE. AMENDED ON 10/1/93 TO INCREASE THE QUANTITY AND ADD A PLACE OF USE.

Dates:

Exam Made Date:

Verified Date:

Objection Filed Date:

Misc:

Water District Number: 67

Field Inspection Flag:
Presumption Flag:

WR5809NP
No. 67-00287

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 08/03/00
PAGE: 3

OWNER CODE NAME & ADDRESS
C J. EDWARD WICKS
PRIORITY DATE
05/01/1895

DIVERSION RATE
0.380 CFS

DIVERSION VOLUME
0.380 CFS

USE PERIOD FROM TO
00/00 00/00

WATER USE
IRRIGATION

TOTAL DIVERSION: 0.380 CFS

Water Source: RUSH CREEK Tributary to: WEISER RIVER Stage: DECREED

Place of use Legal Description for: IRRIGATION

	NE	NW	SW	SE	
T R S	MENE MUNE SUNE SENE	NENW MNWV SUNW SENW	NESW NUSW SWSW SESW	NESE NWSE SWSE SESE	
15N 03W 3	Lt Ac Lt Ac Lt Ac Lt Ac	Lt Ac Lt Ac Lt Ac Lt Ac	Lt Ac Lt Ac Lt Ac Lt Ac	Lt Ac Lt Ac Lt Ac Lt Ac	SUM
15N 03W 10	I			I I I I	

Pou County: WASHINGTON

Dates: App. Received: 05/01/1895
Proof Due Date:
Exam Made Date:
Licensed Date:

Misc: Water District Number: 67 Field Exam Fee:

**IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT**

DATE: 08/03/00
PAGE: 2

TOTAL DIVERSION:
CONSUMPTIVE USE:
0.030 CFS

Tributary to: WEISER RIVER

Stage: DECREED

WASHINGTON County

T15N R03W S03 SWNE

Place of use Legal Description for: IRRIGATION

		NE				NW				SW				SE														
T	R	NENE		NUNE		SUNE		SENE		NNW		NNW		SNW		SEW		SESE		SUM								
		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac									
15N	03W	10	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:	2.0								
																			02	:	:	:	:	:	:	:	:	2.0
																			TOTAL ACRES		:	:	:	:	:	:	:	

POU County: WASHINGTON

Other Rights: A67-04490

Remarks: GEN ADDRESS CHANGE BY CLAIMANT LETTER 5/5/99 SS.

Objection Filed Date:

Verified Date:

Misc: Water District Number: 67 Field Inspection Flag:
Presumption Flag:

Water District Number: 67

DATE: 08/03/00
PAGE: 2

DIVERSION
VOLUME

1100

0.030 CFS

Stage: DECREED

5

	SE	NWSE	SWSE	SESE	:
		Lt AC	Lt AC	Lt AC	:

SUM

Field Exam Fee:

**IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT**

DATE: 08/03/00
PAGE: 1

NAME & ADDRESS

C BESSIE NEWBOLD
C MELVIN NEWBOLD

PRIORITY
DATE

DATE	WATER USE
05/01/1894	IRRIGATION

DIVERSION RATE

03-15 11-15 0.050 CFS
DIVERSION: 0.050 CFS

TOTAL DIVERSION:	0.050 CFS
CONSUMPTIVE USE:	9.00 AFA

Water Source: RUSH CREEK

Stage: DECREED

WASHINGTON County

Point(s) of Diversion: T15N R03W S03

Place of use Legal Description for: IRRIGATION

NE

		NE				NW				SW				SE														
T	R S	NENE		NWNE		SENE		NNW		NNW		SWW		SEW		NWSW		SWSW		SESW		NENE		NWSE		SWSE		SUM
		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	
15N	03W	10	:																									3.0
						03																						3.0
																										TOTAL ACRES		

POU County: WASHINGTON

Other Rights: A67-04490

Remarks: GEN ADDRESS CHANGE BY CLAIMANT LETTER 5/5/99 SS.

Dates: **Exam Made Date:** **Verified Date:**

Objection Filed Date:

Exam Made Date:

Misc: Water District Number: 67 Field Inspection Flag:
Presumption Flag:

WR5809NP
No. 67-00285

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 08/03/00
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	W. H. GIBSON	05/01/1894	IRRIGATION	00/00 00/00	0.050 CFS	
TOTAL DIVERSION:					0.050 CFS	

Water Source: RUSH CREEK Tributary to: WEISER RIVER Stage: DECREED

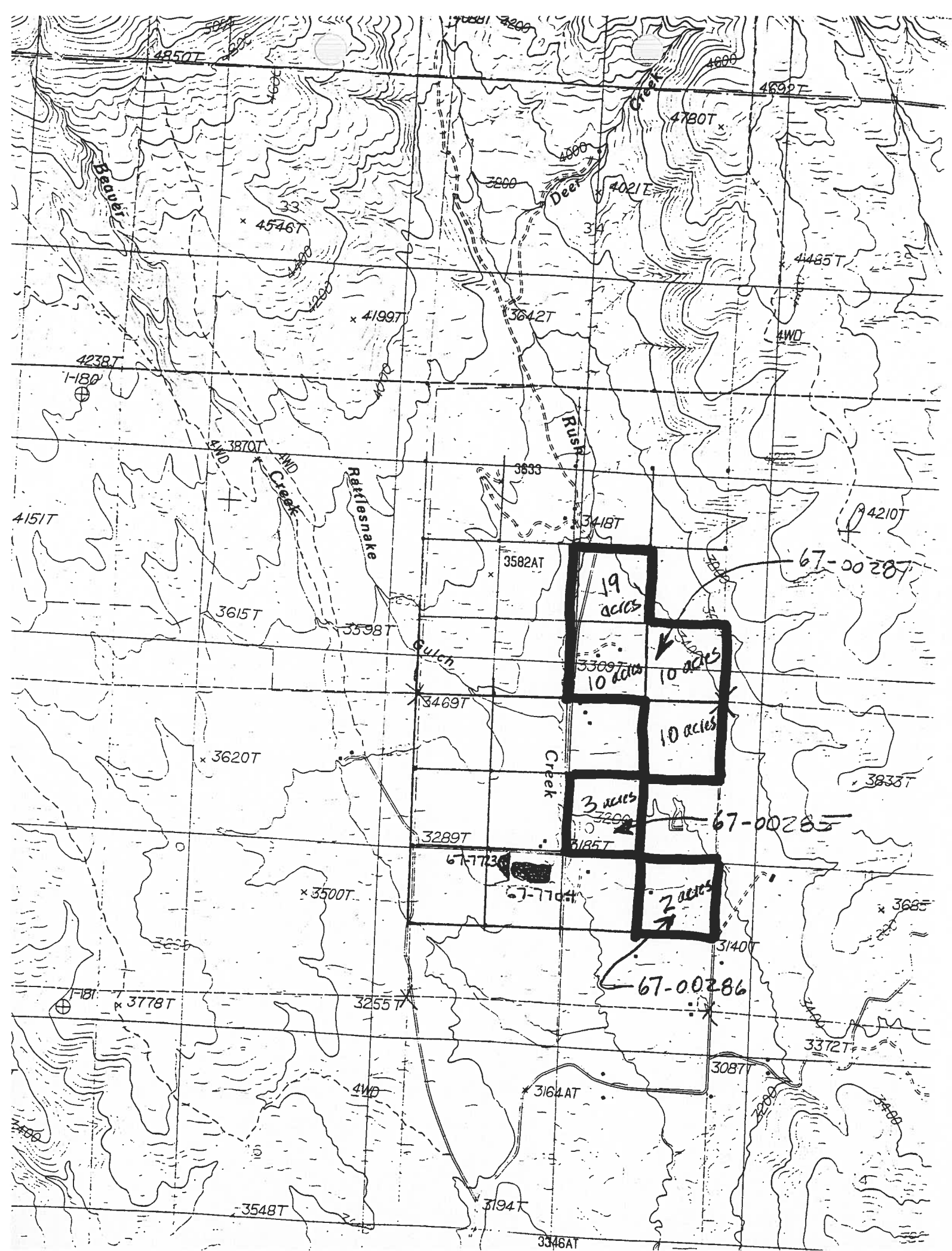
Place of use Legal Description for: IRRIGATION

NE		NW		SW		SE	
NE	NW	NE	NW	NE	NW	NE	NW
Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
15N	03W	10	1	1	1	1	1
SUM		SUM		SUM		SUM	

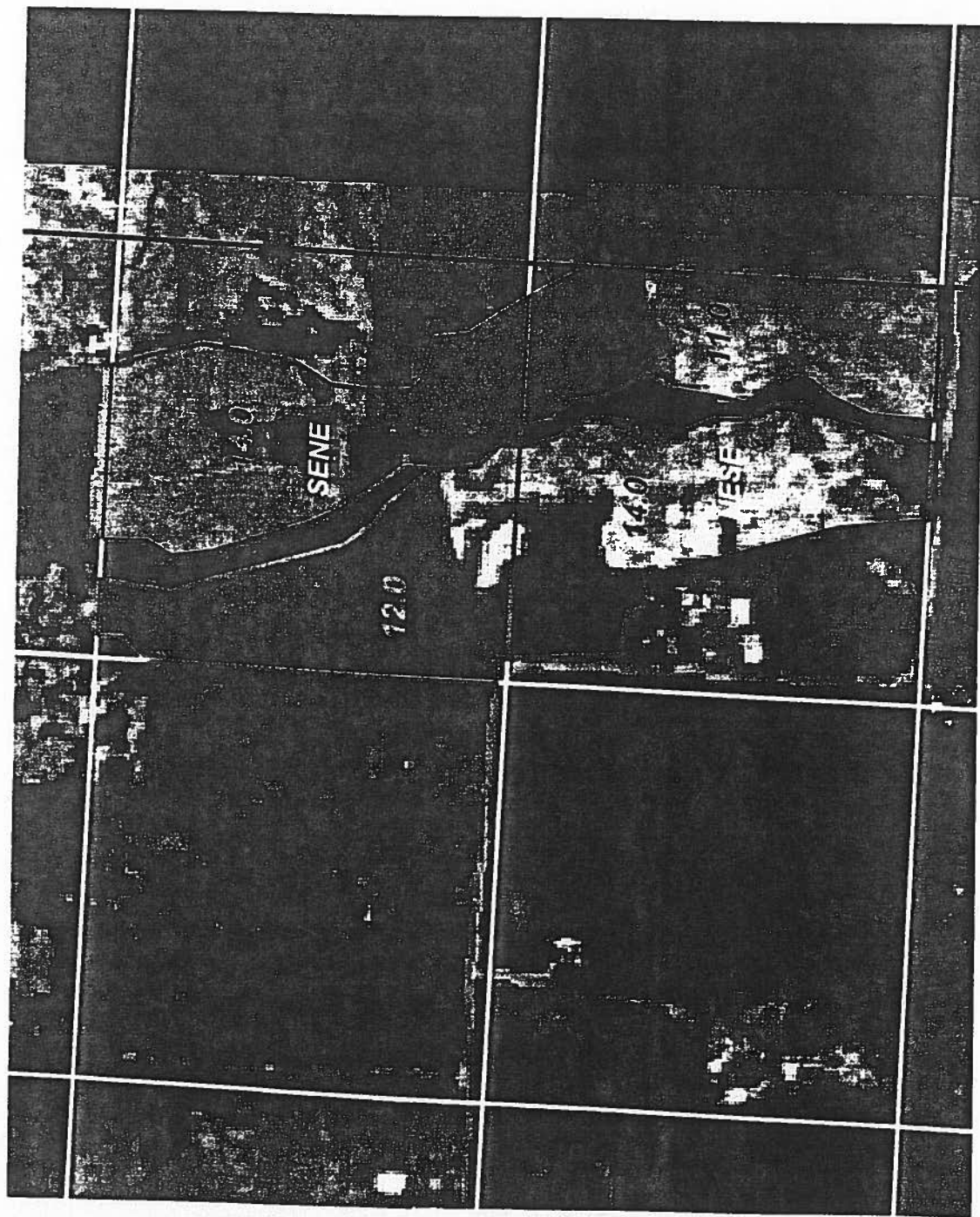
Pou County: WASHINGTON

Dates: App. Received: Priority Date: 05/01/1894
Proof Due Date: Proof Made Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date:

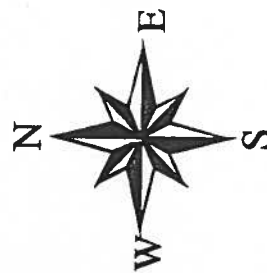
Misc: Water District Number: 67 Field Exam Fee:



T15N, R03W, S10



Tempou.shp
S15n03w.shp
P15n03w.shp



SENE

NESE

Gary

The only way I have regulated the water through the pipeline is by telling the water user, is that their water is down to adjudication and they can run 10 heads on the 67-00285 and the 67-00286 water rights being only 4" of adjudicated water and on the 67-00287 they can run a quarter mile line being 32 heads on their 19" right, there is really no other way too adjust the water.

On July ~~26~~ I told Bret that the water was down too adjudicated and too run only 10 heads on his fathers place and could run a quarter mile line 32 heads on the 67-00287 right. I had a complaint called to me that on the 67-00285 & 67-00286 water rights that Newbolds were running a quarter mile line 32 heads on that land. I went and talked to Douglas Newbold about it and I then tagged the valves and shut the water line off. This was on July 30. Aug 1 they turned the water back on in the quarter mile line. I had told them to leave it off but that they could run 10 heads, they also ran the quarter mile lines Aug 2, 2000

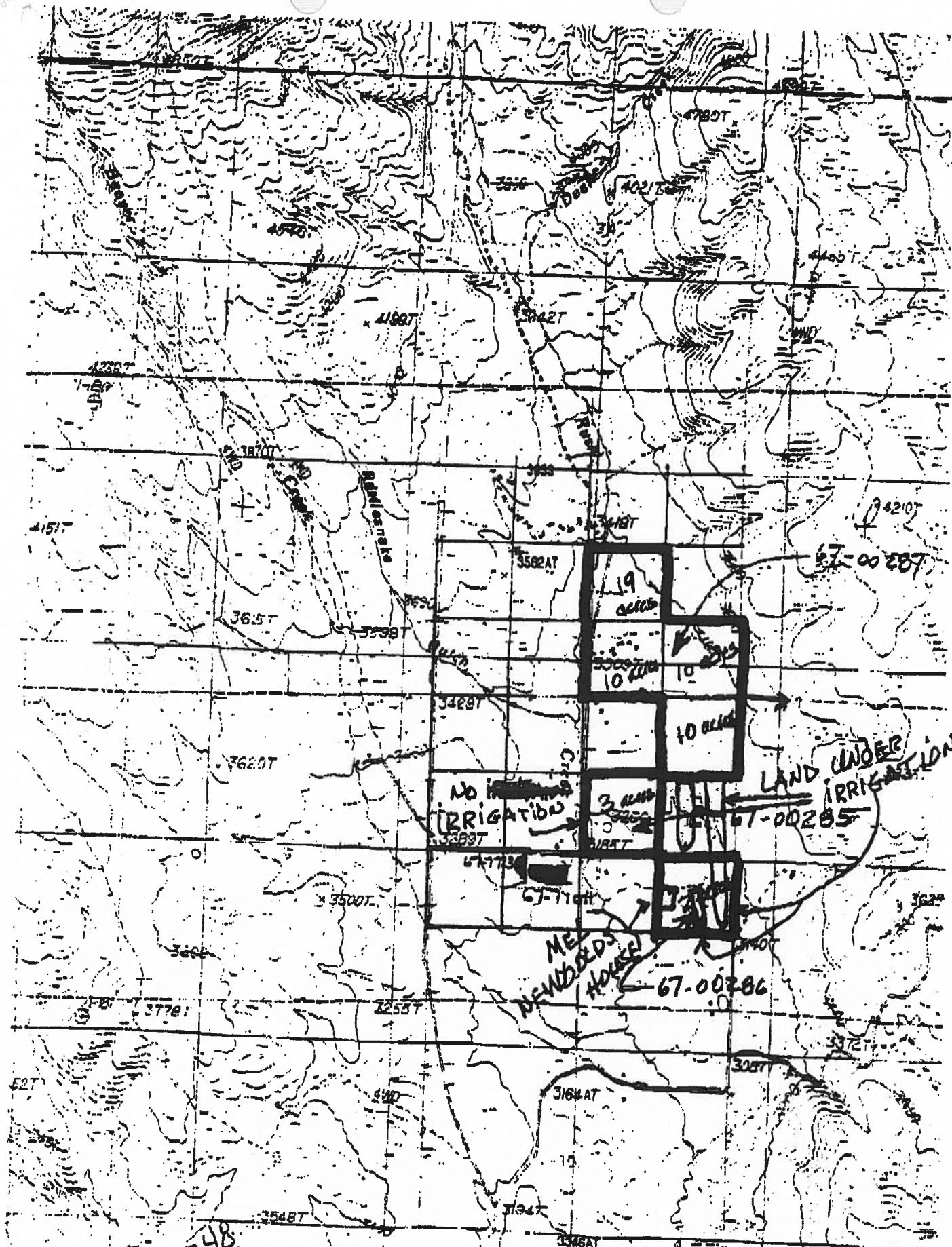
I was told by the neighbors that they ran the quarter lines on July 28 and 29 but I was gone and didn't see it.

Thank you
Jerry Myers

P.S. I found the valve had been turned back on not the deputy watermaster line 10

Bret Neubold is the owner of the land Douglas doesn't own any of it.

Any questions call I'll be home in the morning tell 9



34-2348
FAX

George W. Hall (cont.)

Fred M Suiter and Grace Z Suiter

C E Schmitts

John Tinsley

Elizabeth Norton

John Norton

Louis Robson

C W Tuttle

George A Jefferson

Hattie Macey

Rush Creek (Con)

J M Atwell

Edward Byers, sub for William Cope

Eva Barber

✓ Jerome B Cox

Nels C Nelson

R E Wilson and Edwin J Hill

" " " "

Hub B Poyner

✓ W H Gibson

✓ Minta Dugger

J Edward Wicks

Charles F Hulet

A H Nunnales

A L Kingsbury

A Milton Hinshaw

James L Warren

John Carriok

Elihu W Hinshaw, sub for Devaney & Carter

Philbrick & Greenwood

Walter E Ford

William Thelen

E E Lorton

Marion C Potter

Daniel W Brndshaw

Bilas L Craddock

Edward E Lorton

Rush Creek (Con)

Charles R Edwards

E E Edwards admin of David G Edwards Estate

Joseph Hutchings (Beaver Creek)

11 1/2

6 1/2

12 1/2

4 3/8

- 13 5/8

- 2 3/8

- 4 3/4

- 2 3/8

- 2 3/8

3 1/8

12 3/8

19

9 1/2

12 1/2

- 7 1/2

16 T 6 7/8

19

12 1/2

16

136

16

6

2 1/2

1 1/2

19

31 1/2

14

7 1/2

19

75

32

18 1/2

3 1/8

3 3/4

12 1/2

25

9 3/8

19

23

63

27

20

45

May 1, 1896 ✓ 67 0263

May 1, 1901 ✓ 67 0264

Aug. 23, 1883 ✓ 67 0265 T 1765

Aug 23 1883 ✓ 67 0266

Aug 23, 1883 ✓ 67 0267 T 1765

Aug 23, 1883 ✓ 67 0268 T 1765

Aug 23, 1883 ✓ 67 0269 T 1765

Aug 23, 1883 ✓ 67 0270 T 1765

Aug 23, 1883 ✓ 67 0271 T 1765

May 1, 1884 ✓ 67 0272 T 1765

May 1, 1890 ✓ 67 0273 T 1765

May 1, 1887 ✓ 67 0274

May 1, 1888 ✓ 67 0275

May 1, 1889 ✓ 67 0276

May 1, 1892 ✓ 67 0277

May 1, 1890 ✓ 67 0278

May 1, 1890 ✓ 67 0279 sec memo

April 30, 1890 ✓ 67 0280

May 1, 1891 ✓ 67 0281

Oct 29, 1908 ✓ 67 0282

May 1, 1892 ✓ 67 0283

May 1, 1894 ✓ 67 0284

May 1, 1894 ✓ 67 0285

May 1, 1894 ✓ 67 0286

May 1, 1895 ✓ 67 0287

May 1, 1895 ✓ 67 0288

May 1, 1895 ✓ 67 0289

May 1, 1895 ✓ 67 0290

May 1, 1896 ✓ 67 0291

May 1, 1897 ✓ 67 0292

May 1, 1899 ✓ 67 0293

May 1, 1899 ✓ 67 0294

June 1, 1900 ✓ 67 0295

May 1, 1902 ✓ 67 0296

May 23, 1903 ✓ 67 0297

May 1, 1904 ✓ 67 0298

May 1, 1904 ✓ 67 0299

Oct 29, 1908 ✓ 67 0300

Oct 29, 1908 ✓ 67 0301

Oct 29, 1908 ✓ 67 0302

March 20, 1911 ✓ 67 0303 T 222

March 20, 1911 ✓ 67 0304

June 1, 1883 ✓ 67 0305

JUL 24 1906

Name	Amount (Inches)	Date	Land Descriptions
RUSH CREEK (Cont.)			
50 C. E. Schmitz	4 3/8 ✓	8-23-83 ✓	Part NE ¹ / ₄ SW ¹ / ₄ , Sec. 2, T. 14 N., R. 3 W.
51 John Tinsley	13 5/8 ✓	8-23-83 ✓	NE ¹ / ₄ SW ¹ / ₄ , Sec. 2, T. 14 N., R. 3 W.
52 Elizabeth Norton	2 3/8 ✓	8-23-83 ✓	E ¹ / ₂ NW ¹ / ₄ SW ¹ / ₄ NW ¹ / ₄ , Sec. 2; T. 14 N., R. 3 W.
53 John Norton	4 3/4 ✓	8-23-83 ✓	NW ¹ / ₄ SE ¹ / ₄ NW ¹ / ₄ Sec. 2; T. 14 N., R. 3 W.
54 Louis Robson	2 3/8 ✓	8-23-83 ✓	E ¹ / ₂ NW ¹ / ₄ SW ¹ / ₄ NW ¹ / ₄ Sec. 2, T. 14 N., R. 3 W.
55 C. W. Tuttle	2 3/8 ✓	8-23-83 ✓	W ¹ / ₂ NW ¹ / ₄ SW ¹ / ₄ NW ¹ / ₄ , Sec. 2, T. 14 N., R. 3 W.
56 George A. Jefferson	3 1/8 ✓ 12 3/8 ✓	5--1-84 ✓ 5--1-90 ✓	Lot 1, Sec. 4, T. 14 N., R. 3 W.
57 Hattie Macey	19 ✓	5--1-87 ✓	Lot 3, Sec. 3, T. 14 N., R. 3 W.
58 J. M. Atwell	9 1/2 ✓	5--1-88 ✓	W ¹ / ₂ NW ¹ / ₄ , NE ¹ / ₄ NW ¹ / ₄ , NE ¹ / ₄ NE ¹ / ₄ , Sec. 34, T. 18 N., R. 3 W.
59 Edward Byers, sub for William Cope	12 1/2 ✓ 7 1/2 ✓	5--1-89 ✓ 5--1-92 ✓	S ¹ / ₂ SW ¹ / ₄ , NE ¹ / ₄ SW ¹ / ₄ , SE ¹ / ₄ NW ¹ / ₄ , Sec. 27, T. 15 N., R. 3 W.
60 Eva Barber	16 ✓	5--1-90 ✓	S ¹ / ₂ NE ¹ / ₄ , Sec. 2, T. 14 N., R. 3 W.
61 Jerome B. Cox	19 ✓	5--1-90 ✓	W ¹ / ₂ SE ¹ / ₄ , NE ¹ / ₄ SE ¹ / ₄ , SE ¹ / ₄ NE ¹ / ₄ , Sec. 2, T. 15 N., R. 3 W.
62 Nels C. Nelson	12 1/2 ✓	4-30-90 ✓	N ¹ / ₂ NE ¹ / ₄ SE ¹ / ₄ , Sec. 3; NW ¹ / ₄ NW ¹ / ₄ SW ¹ / ₄ , Sec. 2, T. 14 N., R. 3 W.
63 R. E. Wilson & Edwin J. Hill	16 ✓ 136 ✓	5--1-91 ✓ 10-29-08 ✓	E ¹ / ₂ SE ¹ / ₄ , Sec. 26; S ¹ / ₂ SW ¹ / ₄ , Sec. 25; N ¹ / ₂ NW ¹ / ₄ , NW ¹ / ₄ NE ¹ / ₄ , Sec. 36, T. 15 N., R. 3 W.
Hub B. Poyner	16 ✓ 6 ✓	5--1-92 ✓ 5--1-94 ✓	W ¹ / ₂ NW ¹ / ₄ , NE ¹ / ₄ NW ¹ / ₄ , NW ¹ / ₄ NE ¹ / ₄ , Sec. 27, T. 15 N., R. 3 W.
W. H. Gibson	2 1/2 ✓	5--1-94 ✓	W ¹ / ₂ NE ¹ / ₄ , Sec. 10, T. 15 N., R. 3 W.
Minta Dugger	1 1/2 ✓	5--1-94 ✓	NE ¹ / ₄ SE ¹ / ₄ , Sec. 10; T. 15 N., R. 3 W.
J. Edward Wicks	19 ✓	5--1-95 ✓	W ¹ / ₂ SE ¹ / ₄ , SE ¹ / ₄ SE ¹ / ₄ , Sec. 3; NE ¹ / ₄ NE ¹ / ₄ , Sec. 10, T. 15 N., R. 3 W.
Charles F. Hulet	31 1/4 ✓	5--1-95 ✓	S ¹ / ₂ NE ¹ / ₄ , S ¹ / ₂ SE ¹ / ₄ NW ¹ / ₄ , Sec. 3; T. 14 N., R. 3 W.

Township 14 North, Range 3 West Boise Meridian, save and excepting therefrom the right of way of the P & I N Railway.

248 ELIZABETH NORTON: The east half of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter Section 2, Township 14 North, Range 3 West Boise Meridian.

249 JOHN NORTON: The Northwest Quarter of the Southeast Quarter of the Northwest Quarter Section 2, Township 14 North, Range 3, West Boise Meridian.

272 LOUIS ROBSON: East half Northeast Quarter Southwest Quarter Northwest Quarter, Section 2, Township 14, North, Range 3 West Boise Meridian.

271 C W TUTTLE: The West half of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter Section 2, Township 14 North, Range 3 West Boise Meridian.

272-73 GEORGE A JEFFERSON: Lot number 1, Section 4, Township 14 North, Range 3 West Boise Meridian.

274 HATTIE MACEY: Lot 3, Section 3, Township 14 North, Range 3 West Boise Meridian.

275 J M ATWELL: The West half of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter, and the Northwest Quarter of the Northeast Quarter of Section 34, Township 15 North, Range 3 West Boise Meridian.

276-77 EDWARD BYERS: The South half of the Southwest Quarter, the Northeast Quarter of the Southwest Quarter, and the Southeast Quarter of the Northwest Quarter of Section 27, Township 15, North, Range 3 West Boise Meridian.

278 EVA BARBER: The South half of the Northeast Quarter of Section 2, Township 14 North, Range 3 West Boise Meridian.

279 JEROME B COX: The West half of the Southeast Quarter, the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter, Section 2, Township 15 North, Range 3 West Boise Meridian.

280 NELS C NIELSON: The North half of the Northeast Quarter of the Southeast Quarter of Section 3; and the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 2, Township 14 North, Range 3 West Boise Meridian.

R B WILSON AND EDWIN J HILL: The East half of the Southeast Quarter of Section 26, the South half of the Southwest Quarter of Section 25, and the North half of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 36, Township 15 North, Range 3 West Boise Meridian.

HUB B POYNTER: The West half of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter, and the Northwest Quarter of the Northeast Quarter of Section 27, Township 15 North, Range 3 West Boise Meridian.

W H GIBSON: The West half of the Northeast Quarter of Section 10, Township 15 North, Range 3 West Boise Meridian.

MINTA DUGGER: The Northeast Quarter of the Southeast Quarter of Section 10, Township 15 North, Range 3 West Boise Meridian.

J EDWARD WICKS: The West half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 3 and the Northeast Quarter of the Northeast Quarter of Section 10, all in Township 15 North, Range 3 West Boise Meridian.

CHARLES F HULBT: The South half of the Northeast Quarter, and the South half of the South half of the North half of the Northeast Quarter of Section 3, Township 14 North, Range 3 West Boise Meridian.

A H HUNNABLE: The North Three Quarter of Lot 1, Section 3, Township 14 North, Range 3 West Boise Meridian.

JUL 24 1926

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 67-287
Date Received: 10/20/1989
Receipt No: W006487
Received By:

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

1. Name of Claimant(s)

BRETT NEWBOLD Phone: (208)257-3866

3488 WARD RD
CAMBRIDGE ID USA 83610

2. Date of Priority: 05/01/1895

3. Source: RUSH CREEK , RUSH CREEK Trib. to: WEISER RIVER , WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
15N	03W	3	SW SW NE	WASHINGTON	
16N	03W	34	SW SW NW	WASHINGTON	

5. Description of diverting works:

DIVERSION DAM IN CREEK WITH GRAVITY DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.6	

7. Total Quantity Appropriated is:
0.6 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
15N	03W	3	SW	SE	IRRIGATION	10
			SE	SE	IRRIGATION	10
			NW	SE	IRRIGATION	19
			Section Acres			39
15N	03W	10	NE	NE	IRRIGATION	10
			Section Acres			10
			Total Acres			49

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:

14. Remarks:

ABSTRACT OF TITLE FOR THIS PROPERTY THE NITA CARRICK PROPERTY STATES THAT RIGHT NO. 24 WAS TO BE FOR 30" WITH A 05/01/1895 PRIORITY, RATHER THAN THE 19" SHOWN IN THE DATA BASE.

AMENDED ON 10/1/93 TO INCREASE THE QUANTITY AND ADD A PLACE OF USE.

Ownership changed per claimant request (csaxton 2-21-06).

15. Basis of Claim: Decreed

16. Signature(s)

MEMORANDUM

Date: February 21, 2006

To: File

From: Craig L. Saxton

Re: Change of ownership for 67-00287 and 67-12329

My preliminary review of 67-287 and 67-12329 indicates that all of 67-287 and a portion of 67-12329 should be in the name of Brett Newbold.

Analysis:

Mr. Newbold filed a Notice of Change in Water right ownership in 1999. Portions of SRBA claims 67-7704, 67-4514, and 67-7723 (previously owned by Wiggins) were put into Mr. Newbolds name.

The deeds provided in the 1999 change of ownership indicate that Mr. Newbold owns the land pertaining to all of 67-287 and part of 67-12329. My guess is that the reason 67-287 and 67-12329 were not changed is because Mr. Newbold didn't list these water rights on the change of ownership, and that the claims were in the name of Gary Farrens so we missed them.

The property that is described in the change of ownership documents was originally owned by Gary Farrens, then by Kermit Wiggins, and now by Brett Newbold.

Because the change of ownership didn't list all the water rights that should have been changed from Kermit Wiggins to Mr. Newbold, I do not think there is any particular reason that the water rights in the name of Gary Farrens were not listed in the change of ownership. I simply think that Mr. Newbold didn't know they were on his property at the time. There is nothing in the deed to show that any water rights were excluded from the sale.

Conclusion:

Change ownership on 67-287 into the name of Brett Newbold, and split 67-12329 to put the proportionate share of the claim into the name of Brett Newbold.

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

RECEIVED
SEP 13 1999
WATER RESOURCES
WESTERN REGION

RECEIVED
JUL 08 2002
WATER RESOURCES
WESTERN REGION

1. Water Right No(s): 67-07704, 67-4514, 67-7723 ^{OK} ⁶⁻⁸⁻⁰⁵
- Adjudication Claim No(s): _____
2. The following REQUIRED information must be submitted with this form:
- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
- B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
- C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant Kermit & Joana Wiggins
3460 Rush Creek Rd
Cambridge, Idaho 83610

4. New Owner/Claimant(s) Brett Newbold
Name Connector (Check one): [] and, [] or, [] and/or
New Mailing Address Cambridge, Idaho 83610
City, State and ZIP Code 3788 Ward Rd.
New Telephone Number (208) 257-3866

5. Date you acquired the property June 3, 1999

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate 90 Number and type of stock 35 head Angus 10 head quarter horse
Diversion rate in CFS _____ Number of homes _____ Other uses _____

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s) Brett Newbold Date 7/08/02
Date _____

(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

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

*OK to change/split claims.
Records changed 6-8-05
6-24-05-ss*

WARRANTY DEED

For Value Received

KERMIT L. WIGGINS AND JOANA R. WIGGINS, husband and wife

The grantors, do hereby grant, bargain, sell and convey unto

BRETT NEWBOLD, a single person

the grantee, whose current address is

3471 RUSH CREEK ROAD, WEISER, ID 83672

the following described premises, in WASHINGTON

County Idaho, to-wit:

IN TOWNSHIP 15 NORTH, RANGE 3 WEST, BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

SECTION 3: SE~~X~~SE~~X~~, NW~~X~~SE~~X~~ SAVE AND EXCEPT THE FOLLOWING:

Commencing at the Southwest corner of the NW~~X~~SE~~X~~ of Sec.3, Twp.15N.. R.3.W., B.M.,

Thence North identical with the West line of said NW~~X~~SE~~X~~ to the Northwest corner thereof;

thence East a distance of 200 feet, more or less, to the West boundary of the County Road right-of-way;

thence Southwesterly along said boundary to where the same intersects the South line of said NW~~X~~SE~~X~~;

thence West to the point and place of beginning.

SECTION 10: NE~~X~~NE~~X~~.

SUBJECT TO County Road along the West boundary.

GRANTOR RESERVES INGRESS-EGRESS TO MAINTAIN EXISTING PIPELINE.

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

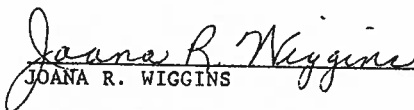
Subject to all valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all incumbrances

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

Dated: JUNE 3, 1999


KERMIT L. WIGGINS

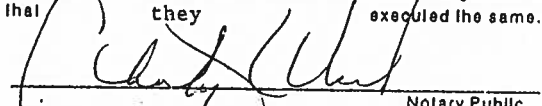

JOANA R. WIGGINS

STATE OF IDAHO, COUNTY OF WASHINGTON

On this 3rd day of JUNE, 1999, before me, a notary public in and for the said State, personally appeared

KERMIT L. WIGGINS AND JOANA R. WIGGINS

known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.


Residing at Weiser, Idaho
Comm. Expires 11/4/2003
Notary Public

STATE OF IDAHO, COUNTY OF

I hereby certify that this Instrument was filed for record at the request of

at _____ minutes past _____ o'clock M.,
this _____ day of _____,
19____, in my office, and duly recorded in Book
of Deeds at Page _____

Ex-Officio Recorder

By _____ Deputy.

Fees \$
Mail to:

INSTRUMENT NO.



COMMERCIAL INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT



ID# 46714

1. REAL ESTATE OFFICES:

Listing Agency Wilson Realty

Selling Agency Wilson Realty

Listing Agent Name Wilbur Stepp

Selling Agent Name Wilbur Stepp

Phone # (Office) 452-3500 (Home) 257-3871

Phone # (Office) _____ (Home) _____

2. REPRESENTATION CONFIRMATION:

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent"):
 Listing broker acted as a(n) limited dual agent For the buyer.
 Selling broker acted as a(n) limited dual agent For the buyer.
 In this transaction, the brokerage(s) involved had the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent"):
 Listing broker acted as a(n) limited dual agent For the Seller.
 Selling broker acted as a(n) limited dual agent For the Seller.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

3. BUYER: Brett Newbold

(hereinafter called "Buyer") agrees to purchase and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "Property."

4. PROPERTY ADDRESS AND LEGAL DESCRIPTION:

The Property commonly known as Approx. 152 acres

City of Cambridge County of Washington, Idaho legally described as:
Attached &

5. PRICE/TERMS:

Total Purchase Price is Three hundred sixty thousand Dollars (\$ 360,000.00).

a) \$ 360,000 cash down payment, including Earnest Money deposit.

b) \$ N/A Balance of the purchase price to be paid as follows: N/A

6. EARNEST MONEY:

a) Buyer hereby deposits as Earnest Money and a receipt is hereby acknowledged of Five thousand Dollars (\$ 5,000). Evidenced by: ☐ Cash ☒ Check ☐ Cashier's Check ☐ Note or N/A

b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by Listing Broker (Wilbur R. Wilson) for the benefit of the parties hereto. The responsible Broker shall be Wilson Realty (Linda Wilson)

7. INCLUDED ITEMS:

All attached floor coverings, attached television antennae, satellite dishes and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.

Other items specifically included in this sale: Domestic Well, 3 wheel lives & mile haul lines
 Items specifically excluded in this sale: N/A

8. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES:

The closing of this transaction is contingent upon written satisfaction or waiver of the following conditions:

Buyer would like seller to smooth rough edges on the ground seller had been working on.

Buyer will have until _____ to satisfy or waive all conditions and/or contingencies.

9. TITLE COMPANY/CLOSING AGENCY:

a) The parties agree that Weiser Valley Title Title Company shall provide any required Title Policy and preliminary report of commitment. b) The Closing Agency for this transaction shall be Weiser Valley Title. Each party agrees to pay one-half of the Closing Agency's fee.

10. TITLE INSURANCE:

Seller to pay for a standard Owner's or Purchaser's Title Policy premium in this transaction. Purchaser's Extended Coverage Title Policy requested ☐ Yes ☒ No. Additional premium to be paid by N/A

Title Company to provide all parties to this Agreement with a preliminary Title Report on or before 6/2/99. Buyer shall have until 6/2/99 to object in writing to the condition of the title as set forth in the report. In the event Buyer makes written objection to the title, Seller shall have a reasonable time, not to exceed _____ business day(s), to cure any defects of title or provide affirmative Title Insurance coverage. Buyer may elect, as its sole remedy, to either terminate this Agreement or cure the defects at Buyer's expense, or proceed to closing, taking title subject to such defects. If Buyer does not so object, Buyer shall be deemed to have accepted the condition of the title.

In the event Buyer elects to terminate the Agreement due to unsatisfactory title conditions, Buyer shall be entitled to the return of all refundable deposits made by him but that such return of deposits shall not constitute a waiver of other remedies available to Buyer.

The final Title Insurance policy shall be delivered to Buyer by the Title Company as soon as possible after closing.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 2 Pages.

Buyer's Initials (Signature) Seller's Initials (Signature)

This form is printed and distributed by the Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®.

USE BY ANY OTHER PERSON IS PROHIBITED.

Copyright Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. All rights reserved.

C-RE 21 revised 12/97

Page 1 of 2

PROPERTY ADDRESS: Approx 157 acres on Ward Rd ID# 467

11. **ESCROW/COLLECTION:** If a long-term escrow/collection is involved, then the escrow/collection holder shall be _____.
- Each party agrees to pay one-half of escrow/collection fees.
12. **CLOSING DATE:** On or before the closing date, Buyer and Seller shall deposit with the Closing Agency all funds and instruments necessary to complete the sale. The closing date shall be no later than 6/3/99. "Closing Date" means the date on which all documents are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to Seller.
13. **POSSESSION/PRORATION:** Buyer shall be entitled to possession on the day of closing or Closing. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserve on liens, encumbrances or obligations assumed and utilities shall be prorated as of the day of closing or Closing. Any tenant deposits held by Seller shall be credited to Buyer at closing.
14. **DEFAULT:** If Buyer defaults in the performance of this Agreement, Seller has the option: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which Seller may be entitled. If Seller elects to proceed under (1), Seller shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to Seller and one-half to Seller's Broker, provided that the amount to be paid to Seller's Broker shall not exceed the Broker's agreed to commission. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If Seller elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If Seller defaults, having approved said sale and fails to consummate the same as herein agreed, Buyer's Earnest Money deposit shall be returned to him/her and Seller shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by Buyer of any other lawful right or remedy to which Buyer may be entitled.
15. **EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination of this contract, Buyer and Seller agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.
16. **TITLE CONVEYANCE:** Title of Seller is to be conveyed by warranty deed or Warranty deed, and is to be marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, rights of way and easements established or of record and any other liens, encumbrances or defects approved by Buyer.
17. **RISK OF LOSS:** Should the Property be materially damaged by fire or other cause prior to closing, unless Buyer has taken possession prior to closing by Agreement, this Agreement shall be voidable at the option of Buyer.
18. **CONDITION OF PROPERTY AT CLOSING:** Buyer agrees to purchase the Property in as is condition, where is, with all faults. Buyer will assume all obligations with respect to the Property. Seller shall maintain the Property until the closing in its present condition, ordinary wear and tear excepted, and loss by casualty. The heating, ventilating, air conditioning, plumbing, elevators, loading doors and electrical systems shall be in present operating order and condition at the time of closing, unless otherwise agreed to in writing.
19. **INSPECTION:** Buyer hereby acknowledges further that Buyer has not received or relied upon any statements or representations by the Broker or Broker's representatives or by Seller which are not herein expressed. Buyer has entered into this Agreement relying upon information and knowledge obtained from Buyer's own investigation or personal inspection of the Property.
20. **ADDITIONAL PROVISIONS:** Additional provisions of this Real Estate Purchase and Sale Agreement, if any, are attached hereto by an Addendum consisting of 0 page(s).
21. **NOTARY PUBLIC:** It is recommended signatures be notarized with a notary statement attached hereto.
22. **ENTIRE AGREEMENT:** This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no warranties, including any warranty of habitability, Agreements or representations have been made or shall be binding upon either party unless herein set forth.
23. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**
24. **ACCEPTANCE:** Buyer's offer is made subject to the acceptance of Seller on or before (Date) 5/27/99 and (Time) 5:00. If Seller does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

25. **OTHER TERMS:** Seller to have easement to work or existing pipelines through property.

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of Buyer Addendum(s) attached.)

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 2 Pages.

Buyer Signature _____	Buyer Signature _____
Buyer (Print Name) <u>Brett Newbold</u>	Buyer (Print Name) _____
Date <u>5/26/99</u> Time <u>3:30 pm</u> Phone # <u>257-3866</u>	Date _____ Time _____ Phone # _____
Address <u>2431 Rush Creek Rd</u>	Address _____
City <u>Cambridge</u> State <u>Idaho</u> Zip <u>83610</u>	City _____ State _____ Zip _____

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED ADDENDUM(S)

☐ SEE ATTACHED COUNTER OFFER(S)

Seller Signature _____	Seller Signature <u>Janna R. Wiggins</u>
Seller (Print Name) <u>Hermit</u>	Seller (Print Name) <u>Janna R. Wiggins</u>
Date <u>5/26/99</u> Time <u>Wiggins</u>	Date _____ Time _____
Address <u>P.O. Box 86</u>	Address <u>P.O. Box 86</u>
City <u>Cambridge</u> State <u>IDAHO</u> Zip <u>83610</u>	City <u>Cambridge</u> State <u>IDAHO</u> Zip <u>83610</u>
Hm. Ph. <u>208-257-3428</u> Bus. Ph. _____	Hm. Ph. <u>208-257-3428</u> Bus. Ph. _____

A true copy of the foregoing Agreement, signed by Seller and containing the full and complete description of the premises, is hereby received on this _____ Day of _____, 19____.

Buyer's Initials (_____) (_____) (_____)

This form is printed and distributed by the Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. This form has been designed for and is provided only for use by real estate professionals licensed by the Idaho Real Estate Commission who are also members of the National Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED.

Copyright Ada County Association of REALTORS®, Inc. / Idaho Association of REALTORS®, Inc. All rights reserved.

IN WASHINGTON COUNTY, IDAHO:

IN TOWNSHIP 15 NORTH, RANGE 3 WEST, BOISE MERIDIAN:

SECTION 3: SE1/4SE1/4, W1/2SE1/4 SAVE AND EXCEPT THE FOLLOWING:

Commencing at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 3, Township 15 North, Range 3 West of the Boise Meridian, thence North identical with the West line of said Northwest Quarter of the Southeast Quarter to the Northwest corner thereof; thence East a distance of 200 feet, more or less, to the West boundary of the County Road right-of-way; thence Southwesterly along said boundary to where the same intersects the South line of said Northwest Quarter of the Southeast Quarter; thence West to the point and place of beginning.

SECTION 10: NE1/4NE1/4.

SUBJECT TO County Road along the West boundary.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

Issued by:
WEISER VALLEY TITLE, INC.
128 East Main
P. O. Box 591
Weiser, Idaho 83672

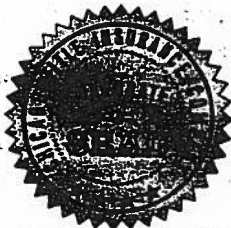
Robert L. Miller
President.

ATTEST:

Thomas J. Adams
Secretary.

DUPLICATE

Authorized Signatory



COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

File Number: 100-99-7066

1. Effective Date: MAY 28, 1999 AT 7:30 AM

2. Policy or Policies to be issued:

A.	(X) ALTA Owner's Policy, (10-17-92)	Amount	\$360,000.00
	(X) Standard Coverage	Premium	\$ 1,290.00
	() Extended Coverage		

Proposed Insured: BRETT NEWBOLD

B.	() ALTA Loan Policy, (10-17-92)	Amount	\$
	() Standard Coverage	Premium	\$
	() Extended Coverage		

Proposed Insured:
(ENDORSEMENTS:)

C.	()	Amount	\$
		Premium	\$

IN THE EVENT THAT SALE OF PROPERTY IS NOT COMPLETED OR LOAN IS NOT MADE, ORDER FOR POLICY MAY BE CANCELLED BY PAYING 50% OF SCHEDULE RATE; MINIMUM \$100 WITH COMPANY'S CONSENT.

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. Title to the estate and interest in said land is at the effective date hereof vested in:

GARY G. FARRENS AND LORRAINE L. FARRENS, husband and wife

5. The land referred to in this Commitment is described as follows:

IN WASHINGTON COUNTY, IDAHO:

SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

FILE NO.:100-99-7066

IN TOWNSHIP 15 NORTH, RANGE 3 WEST, BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

SECTION 3: SE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ SAVE AND EXCEPT THE FOLLOWING:

Commencing at the Southwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec.3, Twp.15N..
R.3.W., B.M.,
Thence North identical with the West line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Northwest corner thereof;
thence East a distance of 200 feet, more or less, to the West boundary of the County Road right-of-way;
thence Southwesterly along said boundary to where the same intersects the South line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$;
thence West to the point and place of beginning.

SECTION 10: NE $\frac{1}{4}$ NE $\frac{1}{4}$.

SUBJECT TO County Road along the West boundary.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 1

File Number: 100-99-7066

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

B. General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.*
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.*
- (3) Easements, or claims of easements, not shown by the public records.*
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and 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) Taxes or special 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. Proceeding by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.*

* Paragraphs 1, 2, 3, 4, 5 and 6 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B-Section 2.

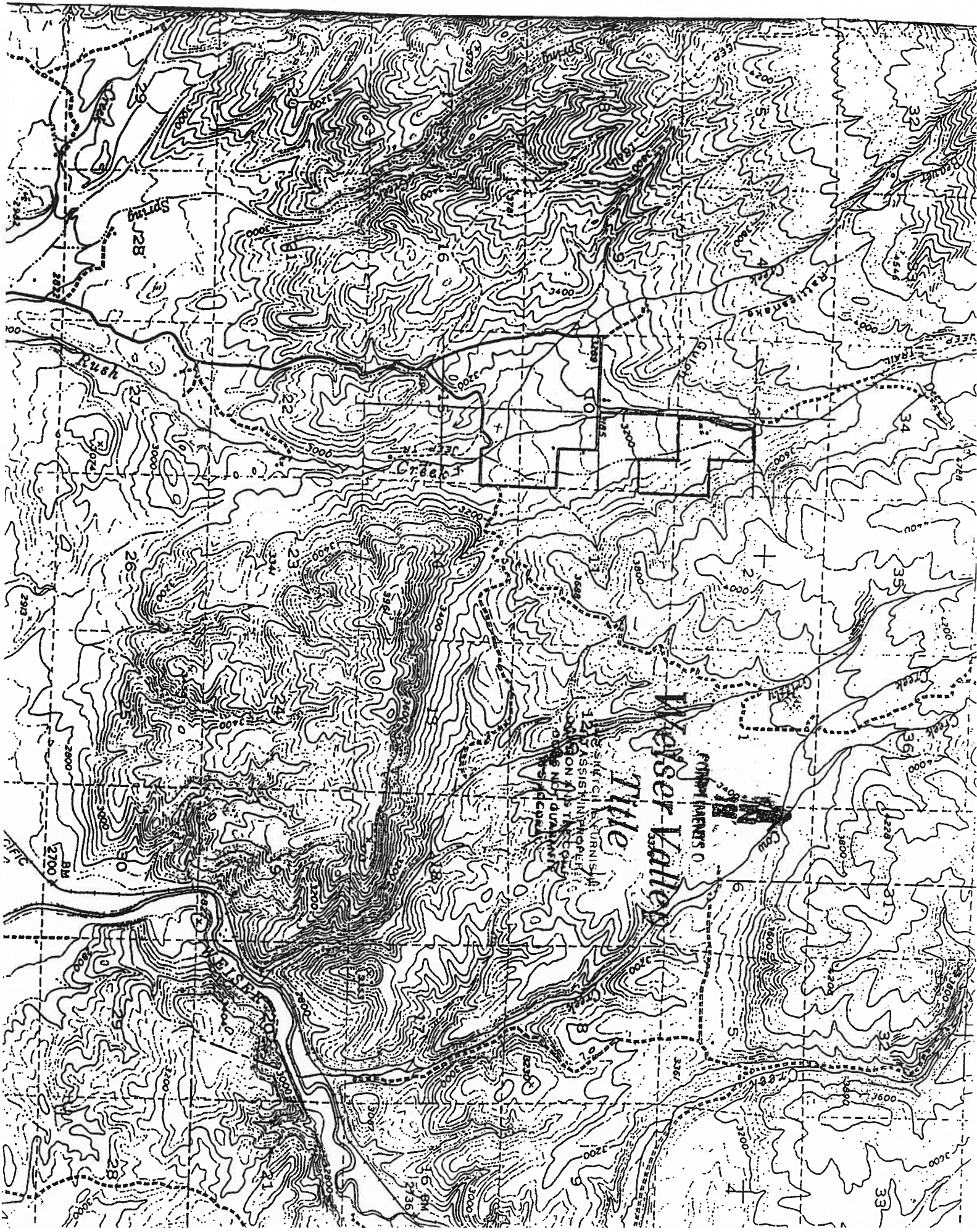
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 2

File Number: 100-99-7066

Special Exceptions:

1. Taxes for 1998 in the original amount of \$50.34, \$217.98 and \$144.98, of which the first half is paid, the balance is due and payable, Assessment No. 15N03W037800, 15N03W038400 and 15N03W100000.
2. Taxes for 1999 are an accruing lien and not yet due or payable.
3. Liens, levies and assessments of the Cambridge Irrigation District, or any and all irrigation districts or laterals, and the rights, powers and easements of said district as by law provided.
4. An Easement for power lines and incidental purposes in favor of Idaho Power Company, as set forth in an instrument recorded April 8, 1948, in Book 69 Deeds, page 120, records of said County.
5. An Easement for power lines and incidental purposes in favor of Idaho Power Company, as set forth in an instrument recorded July 17, 1981, as Instrument No. 123872, Book 101 Deeds, page 191, records of said County.
6. An Easement for power lines and incidental purposes in favor of Idaho Power Company, as set forth in an instrument recorded October 20, 1994, as Instrument No. 161576, records of said County.



Wesley Valley

Topographic Map
Scale 1:25,000

Spring 28

Rush

Creek

Well

B.M.

Road

33

36

35

34

32

31

30

30

29

28

27

26

25

24

24

23

22

21

20

19

18

18

17

16

15

14

13

12

12

11

10

9

8

7

6

6

5

4

3

2

1

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0

0



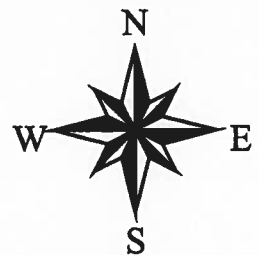
State of Idaho

Property Boundary for Brett Newbold



Brett Newbold Property

1320 0 1320 Feet



-  Cspou.shp
-  S15n03w.shp
-  T15n03w.shp

Prepared By: Craig L. Saxton
Date: March 2002

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: A67-00287
Date Received: 10/20/1989
Receipt No: W006487
Received By: JKR

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: KERMIT L WIGGINS 208-257-3428
Address: PO BOX 86
CAMBRIDGE ID 83610
OR
Name: JOANA WIGGINS 208-257-3428
Address: PO BOX 86
CAMBRIDGE ID 83610

2. Date of Priority: MAY 1, 1895

3. Source: RUSH CREEK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
15N	03W	3	SW	SW	NE		WASHINGTON
16N	03W	34	SW	SW	NW		WASHINGTON

5. Description of diverting works:
DIVERSION DAM IN CREEK WITH GRAVITY DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.600		

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

8. Total consumptive use is 90.0 Acre Feet Per Annum.

9. Non-irrigation uses:
INCIDENTAL STOCKWATER

MICROFILMED
AUG 05 1994

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
15N	03W	3	NW		SE		IRR	19.0
			SW		SE		IRR	10.0
			SE		SE		IRR	10.0
							Section Acres	39.0
		10	NE		NE		IRR	10.0
							Section Acres	10.0
							Total Acres	49.0

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:

FLOOD WATER RIGHT FROM STREAM A67-04155 CLAIMED.

14. Remarks:

ABSTRACT OF TITLE FOR THIS PROPERTY THE NITA CARRICK PROPERTY STATES THAT RIGHT NO. 24 WAS TO BE FOR 30" WITH A 05/01/1895 PRIORITY, RATHER THAN THE 19" SHOWN IN THE DATA BASE. AMENDED ON 10/1/93 TO INCREASE THE QUANTITY AND ADD A PLACE OF USE.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

JOHN T. MUIR

Decree Plaintiff

WILLIAM ALLISON

vs Decree Defendant

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: _____

MICROFILMED

AUG 05 1994

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): *Hermit P. Wiggins* Date: *Oct 1, 1993*

Date: _____

State of Idaho)
County of *Ada*) SS.

Subscribed and sworn (or affirmed) before me this *1* day
of *Oct.* 19 *93* *Linda Werner*
Notary Public

Seal

Residing at *LINDA WERNER*
RESIDING AT EAGLE, IDAHO
My Commission Expires *MY COMMISSION EXPIRES DEC. 8, 1994*

MICROFILMED
AUG 05 1994

EXHIBIT A

All of the following described real estate situate in the County of Washington, State of Idaho, to-wit:

The Southeast Quarter of the Southeast Quarter; The West Half of the Southeast Quarter, SAVE AND EXCEPT the following described land;

Commencing at the Southwest corner of the North-west Quarter of the Southeast Quarter of Section Three (3), Township Fifteen (15) North of Range Three (3) West of the Boise Meridian, thence North identical with the West line of said Northwest Quarter of the Southeast Quarter to the Northwest corner thereof; thence East a distance of Two Hundred (200) feet, more or less, to the West Boundary of the County Road right-of-way; thence Southwesterly along said boundary to where the same intersects the South line of said Northwest Quarter of the Southeast Quarter; thence West to the point and place of beginning, containing Three (3) acres, more or less; ALL located in Section Three (3), Township Fifteen (15) North Range Three (3) West of the Boise Meridian;

The Northeast Quarter of the Northeast Quarter of Section Ten (10), all in Township Fifteen (15) North Range Three (3), West of the Boise Meridian;

Together with all water rights, water ways, ditches and ditch rights belonging thereto.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

MICROFILMED

AUG 05 1994

COPY

THIS INDENTURE, Made this 21st day of August, in the year 1990..

between Gary G. Farrens and Lorraine L. Farrens, husband and wife,

of Cambridge, County of Washington, State of Idaho

the parties of the first part, and Kermit L. Wiggins and JoAna R. Wiggins, husband and wife,

of Cambridge, County of Washington

State of Idaho, the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE HUNDRED TWENTY THOUSAND (120,000.00) DOLLARS lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate situated in Cambridge, Washington County, State of Idaho, to-wit:

See Attached Exhibit A

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity of the said parties of the first part:

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances unto the parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part their heirs and assigns against the said parties of the first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their handS and sealS the day and year first written.

Signed, sealed and delivered in the presence of

_____	}	Gary G. Farrens	[SEAL]
_____		Lorraine L. Farrens	[SEAL]
_____		Lorraine L. Farrens	[SEAL]
_____			[SEAL]



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: A67-00287
Date Received: 10/20/1989
Receipt No: W006487
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: LORRAINE FARRENS
Address: RT 1 BOX 206A
CAMBRIDGE ID

83610

208-257-3412

OR

Name: GARY FARRENS
Address: RT 1 BOX 206A
CAMBRIDGE ID

83610

208-257-3412

2. Date of Priority: MAY 1, 1895

3. Source: RUSH CREEK

Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15N	03W	3	SW	SW	NE		WASHINGTON
16N	03W	34	SW	SW	NW		WASHINGTON

5. Description of diverting works:
DIVERSION DAM IN CREEK WITH GRAVITY DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.380		

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

8. Total consumptive use is 90.0 Acre Feet Per Annum.

9. Non-irrigation uses:
INCIDENTAL STOCKWATER

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15N	03W	3	SW	SE		IRR	10.0
			SE	SE		IRR	10.0
					Section Acres		20.0
		10	NE	NE		IRR	10.0
					Section Acres		10.0
					Total Acres		30.0

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:

FLOOD WATER RIGHT FROM STREAM A67-04155 CLAIMED.

14. Remarks:

ABSTRACT OF TITLE FOR THIS PROPERTY THE NITA CARRICK PROPERTY STATES THAT RIGHT NO. 24 WAS TO BE FOR 30" WITH A 05/01/1895 PRIORITY, RATHER THAN THE 19" SHOWN IN THE DATA BASE.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

JOHN T. MUIR

Decree Plaintiff

WILLIAM ALLISON

vs Decree Defendant

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: A67-00287
Date Received: 10/06/1989
Receipt No: W0006487
Received By: _____

RECEIVED

OCT 20 1989

Postmarked 10/18/89
Department of Water Resources
Western Regional Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GARY FARRENS 208-257-3412
Address: RT. 1, BOX 206A
CAMBRIDGE, ID 83610
OR
Name: LORRAINE FARRENS 208-257-3412
Address: RT. 1, BOX 206A
CAMBRIDGE, ID 83610

2. Date of Priority: MAY 01, 1895

3. Source: RUSH CREEK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15N	03W	3	SW	SW	NE		WASHINGTON
16N	03W	34	SW	SW	NW		WASHINGTON

5. Description of diverting works:
DIVERSION DAM IN CREEK WITH GRAVITY DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.380		

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

8. Total consumptive use is 90.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER INCIDENTAL TO IRRIGATION

A67-00287

Page 1

Date: 10/06/89

MICROFILMED

AUG 05 1994

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15N	03W	3	SW	SE		IRR	10.0
			SE	SE		IRR	10.0
					Section Acres		20.0
		10	NE	NE		IRR	10.0
					Section Acres		10.0
					Total Acres		30.0

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:
FLOOD WATER RIGHT FROM STREAM A67-04155 CLAIMED.

14. Remarks:
ABSTRACT OF TITLE FOR THIS PROPERTY THE NITA CARRICK PROPERTY STATES THAT RIGHT NO. 24 WAS TO BE FOR 30" WITH A 05/01/1895 PRIORITY, RATHER THAN THE 19" SHOWN IN THE DATA BASE.

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

JOHN T. MUIR
Decree Plaintiff

vs

WILLIAM ALLISON
Decree Defendant

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: 1

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): Gary Farnes Date: 10/6/89

Date: _____

State of Idaho)
County of WASHINGTON) ss.

Subscribed and sworn (or affirmed) before me this _____ day
of OCTOBER 1989

Joseph E. Sully
Notary Public

Seal

Residing at Boise, ID
My Commission Expires 11/08/1994

