

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

In Re SRBA

Case No. 39576

Subcase No. 63-31336

STANDARD FORM 5

**STIPULATED ELEMENTS OF A
WATER RIGHT**

This form is used to report the stipulated elements of one water right acquired under state law and/or one federal reserved water right. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described per the attached. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

CLAIMANT(s)/RESPONDENT:

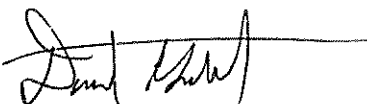
Wilderness Ranch Owners Assn Inc.

OBJECTOR(s):

USDI/Bureau of Reclamation

 8/19/03

Michael C. Creamer Date
Attorney for claimant/respondent

 8/25/03

David Gehlert Date
Trial Attorney, General Litigation Section
U.S. Dept. of Justice

STANDARD FORM 5 – 63-31336

OBJECTOR(s):

Boise Project Board of Control

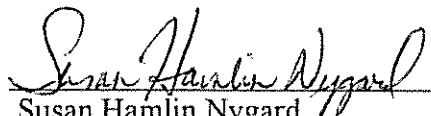

Albert P. Barker
Attorney for Objector(s)

8/22/03
Date

IDWR Concurrence:


Jan Shurte
Adjudication Supervisor

8-26-03
Date


Susan Hamlin Nygard
Deputy Attorney General

8/26/03
Date

CERTIFICATE OF MAILING

I certify that on _____, 2003, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

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

2. Copies to:

USDI Bureau of Reclamation
US Department of Justice
Environment & Natural Resources
550 West Fort Street, MSC 033
Boise, ID 83724

Michael C. Creamer
Givens Pursley LLP
P.O. Box 2720
Boise, ID 83701-2720

Albert P. Barker
Barker, Rosholt & Simpson LLP
P.O. Box 2139
Boise, ID 83701-2139

IDWR Repository
P.O. Box 83720
Boise, ID 83720

Signature of person or attorney mailing the form

SF5 Water Right No. 63-31336

08/11/2003

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

RIGHT NUMBER: 63-31336

NAME AND ADDRESS: WILDERNESS RANCH OWNERS ASSN INC
46 WILDERNESS RANCH RD
BOISE ID 83716

SOURCE: MORES CREEK

TRIBUTARY: BOISE RIVER

QUANTITY: 0.120 CFS

Use of this right with Right No. 63-31335 is limited to a total combined diversion rate of .50 cfs.

PRIORITY DATE: 07/26/1920

POINT OF DIVERSION:

T04N R04E S28 SESW Within BOISE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 11/01	0.120 CFS

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Watermaster and only when water is being released by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoir dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir or Lake Lowell as decreed in SRBA Case No. 39576.

The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after November 1 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 BOISE County

T04N R04E S28 SESW 3.5

3.5 ACRES TOTAL

Use of this right with Right No. 63-31335 is limited to the irrigation of a combined total of 15 acres in a single irrigation season.

Dehn
MCC
APPB
J

SF5 Water Right No. 63-31336

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: License

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

SEE
MCC
APP
OK


JEE COPY OF SFS ATTACHED
ACQUICK LINK(S) DONE. S

Page 1

08/11/2003

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31336 V2

WATER RIGHT NUMBER: 63-31336 V2

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	LOIS A MONTALON MORES CREEK RANCH HC 33 BOX 1169 BOISE, ID 83706 (208)342-3963
Attorney	GIVENS PURSLEY LLP C/O MIKE CREAMER PO BOX 2720 BOISE, ID 83701-2720 (208) 388-1200
Original Owner	PAUL J MONTALON MORES CREEK RANCH HC 33 BOX 1169 BOISE, ID 83706 (208)342-3963
Original Owner	G N WOOD BOISE, ID
Original Owner	VAL DEAN SCHROEDER 13 BLACKSMITH RD BOISE, ID 83716 (208)342-5948
Current Owner	WILDERNESS RANCH OWNERS ASSN INC 46 WILDERNESS RANCH RD BOISE, ID 83716 (208)342-4554

Priority Date: 07/26/1920

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
MORES CREEK	BOISE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01	to 11/01	0.120 CFS	
	<u>Total Diversion:</u>		0.120 CFS	

Location of Point(s) of Diversion

MORES CREEK	SE1/4SW1/4	Sec. 28, Twp 04N, Rge 04E, B.M.
BOISE County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE					
			NE	NW	SW	SE	NE	NW	SW	SE	Totals

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-31336 V2

04N 04E 28				3.5		3.5
Total Acres: 3.5						

Conditions of Approval:

1. C03 RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. 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:

1. Period of Use Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Watermaster and only when water is being released by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoir dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir or Lake Lowell as decreed in SRBA Case No. 39576.
2. Quantity USE OF THIS RIGHT WITH RIGHT NO. 63-31335 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF .50 CFS.
3. Place of Use - Irrigation USE OF THIS RIGHT WITH RIGHT NO. 63-31335 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 15 ACRES IN A SINGLE IRRIGATION SEASON.
4. Purpose of Use THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 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.

Comments:

1. jshurte 8/11/2003 Objection Resolution

Comment: This version reflects the period of use (season of use) settlement paragraph agreed upon by the objectors - BOR and Boise Project Board of Control and Wilderness Ranch, represented by Mike Creamer. The SF5 with this paragraph included has been emailed to the state office on this date for distribution.

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 63-31336 V2

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: OR
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

Version 2 POB & POE LINKED.

J

SF5 Water Right No. 63-31336

08/11/2003

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

RIGHT NUMBER: 63-31336

NAME AND ADDRESS: WILDERNESS RANCH OWNERS ASSN INC
46 WILDERNESS RANCH RD
BOISE ID 83716

SOURCE: MORES CREEK

TRIBUTARY: BOISE RIVER

QUANTITY: 0.120 CFS

Use of this right with Right No. 63-31335 is limited to a total combined diversion rate of .50 cfs.

PRIORITY DATE: 07/26/1920

POINT OF DIVERSION:

T04N R04E S28 SESW Within BOISE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 11/01	0.120 CFS

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Watermaster and only when water is being released by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoir dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir or Lake Lowell as decreed in SRBA Case No. 39576.

The use of water for irrigation under this right may begin as early as March 15 and may continue to as late as November 15, provided other elements of the right are not exceeded. The use of water before April 1 and after November 1 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 BOISE County

T04N R04E S28 SESW 3.5

3.5 ACRES TOTAL

Use of this right with Right No. 63-31335 is limited to the irrigation of a combined total of 15 acres in a single irrigation season.

SF5 Water Right No. 63-31336

SF5 Water Right No. 63-31336

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: License

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

RECEIVED

APR - 1 2003

Department of Water Resources

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)

Case No. 39576)

A. Subcase 63-31336

(Insert water right number
from the Objection Form)

STANDARD FORM 2
RESPONSE TO OBJECTION

Please print or type the following information:

B. NAME AND ADDRESS OF PERSON RESPONDING

Name: Wilderness Ranch Owners' Association

Address: 46 Wilderness Ranch Road

Boise, ID 83716

Daytime Phone: 208-388-1200 (Michael C. Creamer)

Name & Address of Attorney, if any:

Michael C. Creamer, ISB #4030

Givens Pursley LLP

277 North 6th Street, Suite 200

P.O. Box 2720

Boise, ID 83701-2720

**C. NAME AND ADDRESS OF PERSON WHO FILED THE OBJECTION TO
WHICH YOU ARE RESPONDING**

Name: United States of America acting through the Department of Interior,
Bureau of Reclamation, Regional Director PN Code-3100

Address: 1150 N. Curtis Rd. Suite 100

Boise, ID 83706-1234

Name: Boise Project Board of Control acting on its own behalf and on behalf of
and for the following individual entities:

New York Irrigation District, Nampa & Meridian Irrigation District,
Wilder Irrigation District, Boise-Kuna Irrigation District, Big Bend
Irrigation District

Address: 2465 Overland Road

Boise, ID 83705

D. I am responding to the objections to the following elements. (Please check the appropriate box(es)).

1. ☐ Name and Address
2. ☐ Source
3. ☐ Quantity
4. ☐ Priority Date
5. ☐ Point(s) of Diversion
6. ☐ Instream Flow Description
7. ☐ Purpose(s) of Use
8. ☒ Period of Year
Should be: As recommended by IDWR.
9. ☐ Place of Use
11. **Recommendation**
 - ☐ This water right should not exist.
 - ☐ This water right was not recommended, but should be recommended with the elements described above.

E. **VERIFICATION** (Must be Completed)

State of Idaho)
) ss.
County of Ada)

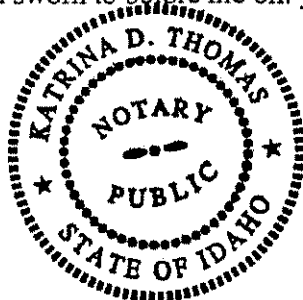
Michael C. Creamer, duly sworn, upon oath, deposes and says:
(Name of person filing response)

That I am the party/claimant filing this response as defined by I.C. §§ 42-1401?A(1) and (6) or that I am the attorney for the party/claimant responding and that I have read this response, know its contents and believe that the statements are true to the best of my knowledge.

(Signature of person filing response)

Michael C. Creamer
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: March 31, 2003



Katrina Thomas
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 4-10-06

INSTRUCTIONS FOR MAILING

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

F. CERTIFICATE OF MAILING

I certify that on March 31, 2003, I mailed the original and copies of this response, including all attachments, to the following person:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707
2. One copy to the claimant of the water right at the following address:
Name: Wilderness Ranch Owners' Association, Inc.
Address: 46 Wilderness Ranch Rd.
Boise, ID 83716
3. One copy to the party who filed the objection at the following address:
Name: United States of America acting through the Department of Interior,
Bureau of Reclamation, Regional Director PN Code-3100
Address: 1150 N. Curtis Rd. Suite 100
Boise, ID 83706-1234
Attorney: David W. Gehlert
U.S. Department of Justice
Environment & Natural Resource Division
999 18th Street, Suite N 945
Denver, CO 80202

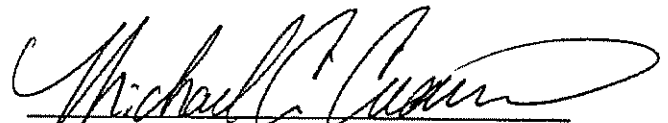
Name: Boise Project Board of Control acting on its own behalf and on behalf of
and for the following individual entities:
New York Irrigation District, Nampa & Meridian Irrigation District,
Wilder Irrigation District, Boise-Kuna Irrigation District, Big Bend
Irrigation District
Address: 2465 Overland Road
Boise, ID 83705
Attorney: Albert P. Barker
Barker Rosholt & Simpson, LLP
205 North 10th Street
P.O. Box 2139
Boise, ID 83701-2139

4. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
PO Box 44449
Boise, ID 83711-4449


Your signature or signature of attorney
mailing on your behalf.

RECEIVED

FEB 4 - 2003

Department of Water Resources

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

A. Subcase 63-31336
(Insert water right number)

**STANDARD FORM 1
OBJECTION**

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: United States of America acting through the Department of Interior,
Bureau of Reclamation, Regional Director PN Code-3100
Address: 1150 N. Curtis Rd. Suite 100
Boise, Idaho 83706-1234
Daytime Phone: (208) 378-5306 E.Gail McGarry

Name & Address of Attorney, if any:
David W. Gehlert (303 312-7352)
Trial Attorney, General Litigation Section
Environment and Natural Resource Division
U.S. Department of Justice
999 18th Street, Suite N 945
Denver, CO 80202

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Wilderness Ranch Owners Assn Inc
Address: 46 Wilderness Ranch Rd
Boise, ID 83716

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☐ **Name and Address**

Should be:

2. ☐ **Source**

Should be:

3. ☐ **Quantity**

Should be:

4. ☐ **Priority Date**

Should be:

5. ☐ **Point(s) of Diversion**

Should be:

6. ☐ **Instream Flow Description**

Should be:

7. ☐ **Purpose(s) of Use**

Should be:

8. ☒ **Period of Year**

Should be: April 1 to November 1

9. ☐ **Place of Use**

Should be:

11. **I object because:**

☐ This water right should not exist.

☐ This water right was not recommended, but should be recommended with the elements described.

E. REASONS SUPPORTING EACH OBJECTION(S):

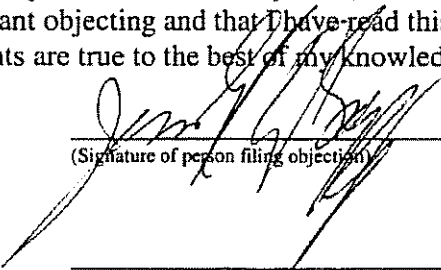
The Director's Report recommendation appears to expand the Season of Use beyond a customary maximum of April 1 to November 1, which would allow (a) injury to the United States' water rights, (b) impairment of historic river conditions conducive to regular United States Bureau of Reclamation diversions to storage reservoirs and the New York Canal, and (c) diminution of contract water reliability.

F. VERIFICATION (Must be Completed)

State of Idaho)
) ss.
County of Ada)

Jerrold D. Gregg, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

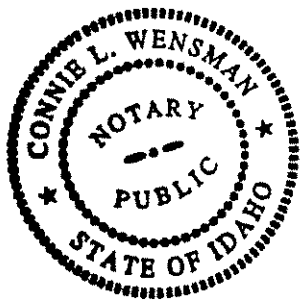
That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.


(Signature of person filing objection)

(Attorney signing in representative capacity)

Subscribed and sworn to before me on:

January 29, 2003





Connie L. Wensman

Notary Public for: Idaho

Residing at: Meridian

My Commission Expires: 10-06-2004

INSTRUCTIONS FOR MAILING

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

G. CERTIFICATE OF MAILING

I certify that on January 31, 2003, I mailed the original and copies of this objection, including all attachments, to the following persons, by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

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

2. One copy to the claimant of the water right at the following address:

Name: Wilderness Ranch Owners Assn Inc

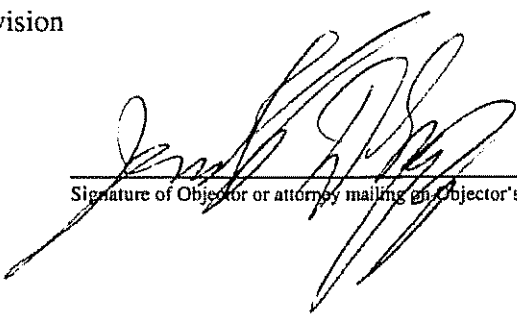
Address: 46 Wilderness Ranch Rd
Boise, ID 83716

3. Copies to:

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

IDWR Document Depository
P.O. Box 83720
Boise, Idaho 83720-0098

United States Department of Justice
Environment and Natural Resource Division
General Litigation Section
550 West Fort Street, MSC 033
Boise, Idaho 83724


Signature of Objector or attorney mailing on Objector's behalf

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

In Re SRBA

Case No. 39576

A. Subcase Number: See Attachment A
(Insert water right number)

**STANDARD FORM 1
OBJECTION RECEIVED**

JAN 31 2003

Department of Water Resources

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Boise Project Board of Control acting on its own behalf and on behalf of
and for the following individual entities:
New York Irrigation District, Nampa & Meridian Irrigation District, Wilder
Irrigation District, Boise-Kuna Irrigation District, Big Bend Irrigation
District
Address: 2465 Overland Road
Boise, Idaho 83705
Phone: (208) 344-1141

Name & Address of Attorney, if any:

Albert P. Barker, ISB # 2867
Amy D. Chestnut, ISB # 5904
Barker Rosholt & Simpson, LLP
205 North 10th Street, Suite 520
P.O. Box 2139
Boise, Idaho 83701-2139
Telephone: 208-336-0700
Facsimile: 208-344-6034

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: See Attachment B
Address:

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☐ **Name and Address**
Should be:
2. ☐ **Source**
Should be:
3. ☐ **Quantity**
Should be:
4. ☐ **Priority Date**
Should be:
5. ☐ **Point(s) of Diversion**
Should be:
6. ☐ **Instream Flow Description**
Should be:
7. ☐ **Purpose(s) of Use**
Should be:
8. ☒ **Period of Year**
Should be: April 1 to November 1
9. ☐ **Place of Use**
Should be:
11. **I object because:**
 - ☐ This water right should not exist.
 - ☐ This water right was not recommended, but should be recommended with the elements described.

E. **REASONS SUPPORTING EACH OBJECTION(S):** The Director's Report recommendation appears to expand the Season of Use beyond a customary maximum of April 1 to November 1, which would allow injury to the objector's water rights and diminution of contract water reliability.

F. VERIFICATION (Must be Completed)

State of Idaho)
) ss.
County of Ada)

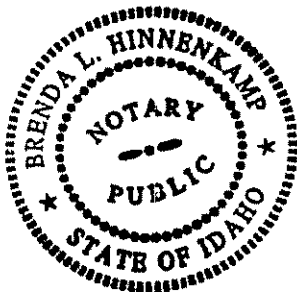
Albert P. Barker, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

(Signature of person filing objection)

Albert P. Barker
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: January 30, 2003



Brenda L. Hinnenkamp
Brenda L. Hinnenkamp
Notary Public for: Idaho
Residing at: Boise
My Commission Expires: 9/11/2004

INSTRUCTIONS FOR MAILING

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

G. CERTIFICATE OF MAILING

I certify that on January 30, 2003, I mailed the original and copies of this objection, including all attachments, to the following persons, by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

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

2. One copy to the claimant of the water right at the following address:

Name: See Attachment B
Address:

3. Copies to:

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

IDWR Document Depository
P.O. Box 83720
Boise, Idaho 83720-0098

United States Department of Justice
Environment and Natural Resource Division
General Litigation Section
550 West Fort Street, MSC 033
Boise, Idaho 83724


Signature of Objector or attorney mailing on Objector's behalf

Attachment A

63-3540	63-7984A	63-7984B
63-8624	63-10279	63-31335
63-31336	63-7119	63-7115
63-148B	63-15395	63-2472
63-7529	63-7037	63-2026
63-7207	63-31077	63-5102
63-5192	63-318A	63-318C
63-4629A	63-4797	63-4810
63-5101	63-31074	63-31289
63-31328	63-19A	63-19B
63-378	63-4636	63-5057
63-31124	63-31173	63-31174
63-31319	63-31320	63-31397
63-4548	63-3125	63-15093
63-15677	63-31317	63-5332
63-5334	63-4071	63-31380
63-5235	63-4629C	63-31454
63-5408	63-2171	63-5167
63-317B	63-320A	63-7613D
63-30310	63-97	63-15409
63-3447D	63-3447B	63-3447C
63-5161B	63-15101	63-4731
63-3422B	63-5161C	63-3422A
63-5251	63-5250	63-15684
63-5108	63-15427	63-15094
63-15206	63-15373	63-2252

ATTACHMENT D

63-3540
Rex E Lanham
2630 Highway 21
Boise ID 83716

63-8624
Randall A Ambuehl
HC 33 Box 1610
Boise ID 83706

63-31336
Wilderness Ranch Owners Assn Inc
46 Wilderness Ranch Rd
Boise ID 83716

63-148B
South Boise Water Co
PO Box 6005
Boise ID 83707

63-7529
Walter M Nichols
Thelma E Nichols
14 Cougar Lane
Boise ID 83716

63-2026
James E Bryant
1915 N 11th
Boise ID 83712

63-5102
Laura LA May Holmes
2391 Sheri Dr
Emmett ID 83617

63-318C
Paula E Lewis
Stephen E Lewis
PO Box 4002
Boise ID 83711-4002

63-4810
Walter S Nichols
Sara A Nichols
12 Cougar Ln
Boise ID 83716

63-31289
Walter M Nichols
Thelma E Nichols
14 Cougar Lane
Boise ID 83716

63-7984A
Teresa L Raschke
Steven L Raschke
2095 Panama St
Boise ID 83705

63-10279
Cumer L Green
PO Box 2597
Boise ID 83701

63-7119
Michael Robich
Lynette Robich
87 Beaver Creek Rd
Boise ID 83716

63-15395
Marilyn Priest
Jay R Priest
PO Box 122
Idaho City ID 83631

63-7037
Blue Jay Creek Water & Road Users Inc
C/O Robert O Walker
129 Blue Jay Creek Rd
Boise ID 83706

63-7207
Barbara W Little
1980 Myers Rd
Boise ID 83706

63-5192
David Steadman
Lynae Steadman
8873 Ottawa Ct
Boise ID 83709

63-4629A
Wilderness Ranch Owners Assn Inc
46 Wilderness Ranch Rd
Boise ID 83716

63-5101
Marilyn Priest
Jay R Priest
PO Box 122
Idaho City ID 83631

63-31328
Michael C Perry
Tami J Perry
10 Cougar Ln
Boise ID 83716

63-7984B
Lawrence Poisson
Sheila Poisson
3193 Highway 21
Idaho City ID 83716

63-31335
Val Dean Schroeder
13 Blacksmith Road
Boise ID 83716

63-7115
Michael Robich
Lynette Robich
87 Beaver Creek Rd
Boise ID 83716

63-2472
Chapman Ranch LLC
737 N 7th St
Boise ID 83702

63-2026
Hilda Larson
3015 Silver St
Boise ID 83703

63-31077
State of Idaho
Dept of Parks & Recreation
PO Box 83720
Boise ID 83720-0065

63-318A
Ranch Subdivision Property Owners
Assn
26 Burnett Dr
Boise ID 83716

63-4797
Connie Jo Cooper
Douglas S Cooper
2268 Highway 21
Boise ID 83716

63-31074
Barry Marcus
737 N 7th St
Boise ID 83702

63-19A
Larry R Smith
Alda L Smith
8442 W Beachside Ct
Boise ID 83703

63-19B
Rosemary Swanstrum
Philip Swanstrum
2708 Columbus
Boise ID 83705

63-5057
Francis Mangum
Shirley Mangum
17 Old Mill Rd
Boise ID 83716

63-31174
Michal Sweeney
28 N Fork Clear Creek Rd
Boise ID 83716

63-31397
Michael E Claus
Connie M Claus
105 Johnson Creek Rd
Boise ID 83716

63-15093
Gail G Allen
Robert P Allen
14 Allen Ln
Boise ID 83716

63-5332
Osprey Land Co
737 N 7th St
Boise ID 83702

63-5235
Rex E Lanham
2630 Highway 21
Boise ID 83716

63-5408
Scott R Nicholson, Thomas Emil Nicholson,
Christine Nicholson et al
C & T Ranches Inc
PO Box 690
Meridian ID 83680-0690

63-317B
Richard A Stull
K Gail Richardson
13 Robie Creek Ln
Boise ID 83716

63-97
L G Davison & Sons Inc
1969 Prairie Rd
Prairie ID 83647-9803

63-378
Dirk L Marcum
14364 E Highway 21
Boise ID 83716

63-31124
Allen Cupit
Diana Cupit
25 Old Mill Rd
Boise ID 83716

63-31319
Sandra Miner
1512 Apache Dr Unit D
Chula Vista CA 91910-8160

63-4548
James R Stringfellow
787 David Way
North Salt Lake UT 84054

63-15677
Barry Marcus
737 N 7th St
Boise ID 83702

63-4071
Robert P. Perez
Laurie A. Perez
20 Colleen Lane
Boise, ID 83716

63-4629C
Sherry Smith
James C Smith
7 Mores Creek Cir
Boise ID 83716

63-2171
Rex B Lanham
2630 Highway 21
Boise ID 83716

63-320A
Wade C Woolery
1902 Thompson Street
Richland WA 99352

63-15409
Wilda Bradley
33 Wild Rose Ln
Boise ID 83716

63-4636
Connie M Claus
105 Johnson Creek Rd
Boise ID 83716

63-31173
Hide Associates Partnership
Boise Holcomb Inc
737 N 7th St
Boise ID 83702

63-31320
David Peterson
Toni Peterson
14 Homestead Ct
Boise ID 83716

63-3125
State of Idaho
Dept of Fish & Game
PO Box 25
Boise ID 83707

63-31317
Rex E Lanham
2630 Highway 21
Boise ID 83716

63-31380
Rex E Lanham
2630 Highway 21
Boise ID 83716

63-31454
Jay D Hollinger
Carol L Hollinger
51 Daggett Creek Rd
Boise ID 83716

63-5167
Rex B Lanham
2630 Highway 21
Boise ID 83716

63-7613D
Marvenna S Hodgins
Marilyn E Dawson
PO Box 6466
Boise ID 83707

63-30310
Steven D Cummings
545 Robie Creek
Boise ID 83716

63-3447B
Biff Eshelman
31 Sonshine Lane
Boise ID 83716

63-15101
Steven D Cummings
545 Robie Creek
Boise ID 83716

63-5161C
Sterling Turner
Debbie Turner
328 Robie Creek Rd.
Boise ID 83716

63-5250
Jan Blum
27 Idaho City Stage Rd
Boise ID 83716

63-15684
Chapman Ranch LLC
737 N 7th St
Boise ID 83702

63-15094
Gail G Allen
Robert P Allen
14 Allen Ln
Boise ID 83716

63-2252
Twin Springs Resort LLC
PO Box 3994
Ketchum ID 83340

63-3447C
Alan K Johnson
3929 Overland Rd #840
Boise ID 83715

63-4731
Wilda Bradley
33 Wild Rose Ln
Boise ID 83716

63-3422A
Mary Lou Pote
William W H Pote
27 Idaho City Stage Rd
Boise ID 83716

63-5251
Mary Lou Pote
William W H Pote Jr
27 Idaho City Stage Rd
Boise ID 83716

63-5108
Chapman Ranch LLC
737 N 7th St
Boise ID 83702

63-15206
Val Dean Schroeder
13 Blacksmith Rd
Boise ID 83716

63-3447D
Joan Stephens
James R Stephens
3939 S Transport
Boise ID 83705

63-5161B
Dwayne Wright
Lizabeth Wright
4 Larkspur Lane
Boise, ID 83716

63-3422B
Virginia M Cafferty
Allan E Cafferty
2121 S Eagleson
Boise ID 83705

63-15427
Maurice Brown
11 Hoover Dr
Boise ID 83716

63-5334
Osprey Land Co
737 N 7th Street
Boise, ID 83702

63-15373
Rex E. Lanham
2630 Highway 21
Boise ID 83716

07/30/2002

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

RIGHT NUMBER: 63-31336

NAME AND ADDRESS: WILDERNESS RANCH OWNERS ASSN INC
46 WILDERNESS RANCH RD
BOISE ID 83716

SOURCE: MORES CREEK TRIBUTARY: BOISE RIVER

QUANTITY: 0.12 CFS

USE OF THIS RIGHT WITH RIGHT NO. 63-31335 IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF .50 CFS.

PRIORITY DATE: 07/26/1920

POINT OF DIVERSION:

T04N R04E S28 SESW Within BOISE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 11/01	0.120 CFS
THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS MARCH 15 AND MAY CONTINUE TO AS LATE AS NOVEMBER 15, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 1 AND AFTER NOVEMBER 1 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 BOISE County

T04N R04E S28 SESW 3.5

3.5 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 63-31335 IS LIMITED TO THE IRRIGATION OF A
COMBINED TOTAL OF 15 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: License

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGION ADJUDICATION SECTION
CLAIM VERIFICATION FIELD EXAM SHEET
(Use with the ECVR)

CLAIM NO(s). A03-31336. (See claimpack for split tree)

1. ☒ No Change NAME IS SAME

☐ NEW OWNER: _____

☒ No Change ADDRESS

☐ NEW ADDRESS: _____

2. ☒ No Change - DATE OF PRIORITY: Completed evidence submitted

☐ Incomplete - Claimant should be asked during the exam when was water first used and submit proof of date of priority.

Priority date, per claimant, is: 7-26-1920

(If the priority date, based on your exam, seems questionable, explain below.)

as licensed in 63-2346.

3. ☒ No Change — SAME SOURCE

☐ Source is different than that claimed:

Source found: _____

4. ☐ No Change — POINT OF DIVERSION

☐ Point of diversion is different than the claim and/or new P/D's:

Township 4N Range 4E Section 28 1/4 _____ 1/4 SE 1/4 SW

Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____ 1/4 _____

5. ☐ No Change - DESCRIPTION OF DIVERTING WORKS

☒ Incomplete description, list below:

Pump station replaced the old ditch system many
years ago.

6. ☒ No Change - WATER USES

☒ Different uses, (list uses found):

* Use In From 30 4-1 To 11-1 Amount .12 CFS _____ AFA
 Use _____ From _____ To _____ Amount _____ CFS _____ AFA
 Use _____ From _____ To _____ Amount _____ CFS _____ AFA

7. ☐ No Change - TOTAL VOLUME

☐ Incomplete on claim, the total is, Amount _____ CFS _____ AFA

☐ Changes found, the new total is, Amount .12 CFS _____ AFA

8. ☐ No Change - NON-IRRIGATION USES:

☐ Changes Exam found:

Domestic # of homes: _____ Stock # _____ List types: _____

Additional comments: _____

9. ☒ No Change — PLACE OF USE: (If changed, list below.)

Use: _____ Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____
 Use: _____ Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____
 Use: _____ Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____
 Use: _____ Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____

Remarks: (Comments pertinent to field examination) See additional attachment

* licensed at more than 1" acre due to sandy nature
of the soil.

This is a split of 63-2346.

C18, C03, Qnt with 31335, P041 @ 15 acres w 31335

☐ SYSTEM DIAGRAM INCLUDED ☐ NA

☐ Shown on GIS Layout

☐ CK IF IN OFFICE EXAM

DATE EXAM CONDUCTED: 10-22-01

FIELD EXAMINER: _____

Print Name

Mel Schulte
 Signature

State of Idaho
License and Certificate of Water Right

Water License No. 14856 Amount 0.5 sec. ft.
Water District No. 12-0 Priority 7-26-1920

THIS IS TO CERTIFY that G. H. Wood of Boise made application for a permit to appropriate the public waters of the State of Idaho, dated July 26, 1920; that Permit No. 14856 was issued under said application; that Certificate of Completion of works, with a carrying capacity of 0.5 second feet, was issued thereunder on June 26, 1925, showing that said works were completed on the 26th day of June, 1925; and that on the 26th day of June, 1925.

G. H. Wood made proof to the satisfaction of the Commissioner of Reclamation of Idaho, of the right to use the waters of Moore's Creek, a tributary of Boise River, for the purpose of irrigation & domestic use, under Use Permit No. 14856 of the Commissioner of Reclamation and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the Commissioner of Reclamation of Idaho and entered of record in Volume 6 of Licenses, at page 3269, on the 26th day of June, 1925;
The right hereby confirmed dates from July 26, 1920;
The Point of Diversion is located in the NE 1/4, SE 1/4, Sec. 28, Twp. 4 N., R. 4 E., D. M., Boise County.

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 0.5 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
4 N.	4 E.	28	SE 1/4 SW 1/4	25	15

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

WITNESS the seal and signature of the Commissioner of Reclamation, affixed at Boise, Idaho, this 26th day of June, 1925
W. C. SWENDESEN
Commissioner of Reclamation.

(SEAL)

STATE OF IDAHO DEPARTMENT OF RECLAMATION BOISE, IDAHO REPORT OF ENGINEER

Permit No. 14856

This permit is for BEV. USE

In Water District No. 12-0

1. Name of applicant: G. E. Wood
2. Source of water supply: Moore's Creek
3. Location of point of diversion: Is in the NE 1/4 of Section 28
T. 4 N. R. 4 E. S. 4 County of Boise

4. Describe works as they exist, giving dimensions and capacities of same: Diversion from creek
into a series of small canals, all standing about 15 ft. apart from
each other, in a headgate being necessary. Ditch 1/2 mile long,
12 ft. wide and 16 ft. deep.

5. Water is used for: Irrigation
6. State whether or not water has been turned into works of diversion: yes

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if for other than irrigation): NE 1/4 Sec. 28, Twp. 4 N., R. 4 E., S. 4

(Submit map on attached plat, showing location and details of above description.)

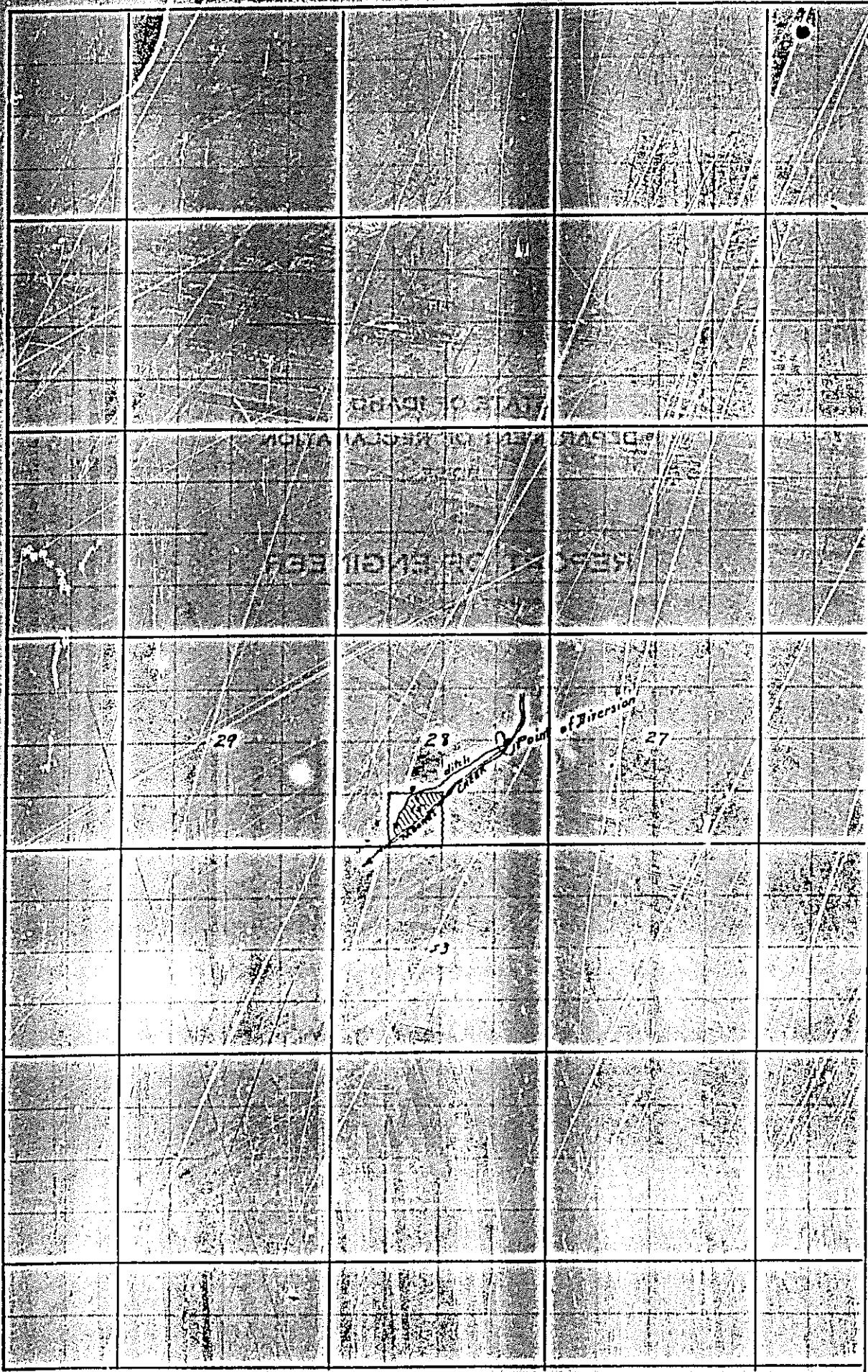
8. What large stream would the water here appropriated finally reach? Boise River

Remarks: A diversion dam is neither feasible nor necessary
for this small project.

This examination was made on the 13th day of June, 1925

(Signed) [Signature] Examiner.

14856



SCALE: 1/2 INCHES EQUALS 1 MILE. DRAW MAP IN INK.

14856

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 63-2346

WATER RIGHT NUMBER: 63-2346

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	G N WOOD BOISE, ID

Priority Date: 07/26/1920

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
MORES CREEK	BOISE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	/ to /	0.500 CFS	
DOMESTIC	/ to /		
	<u>Total Diversion:</u>	0.500 CFS	

Location of Point(s) of Diversion

MORES CREEK	NE1/4SE1/4	Sec. 28, Twp 04N, Rge 04E, B.M.
BOISE County		

Place of Use

IRRIGATION Within BOISE County

T04N R04E S28 SESW 15.0

Total Acres: 15

DOMESTIC same as IRRIGATION

Conditions of Approval:

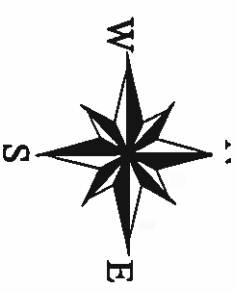
Remarks:

Comments:

Dates and Other Information:

IDAHO DEPARTMENT OF WATER RESOURCES

T04N, R04E, S28



1987 NAPP PHOTO

● POINT OF DIVERSION

□ PLACE OF USE

□ 1/4 1/4 LINES

□ SECTION LINES

6 ACRES

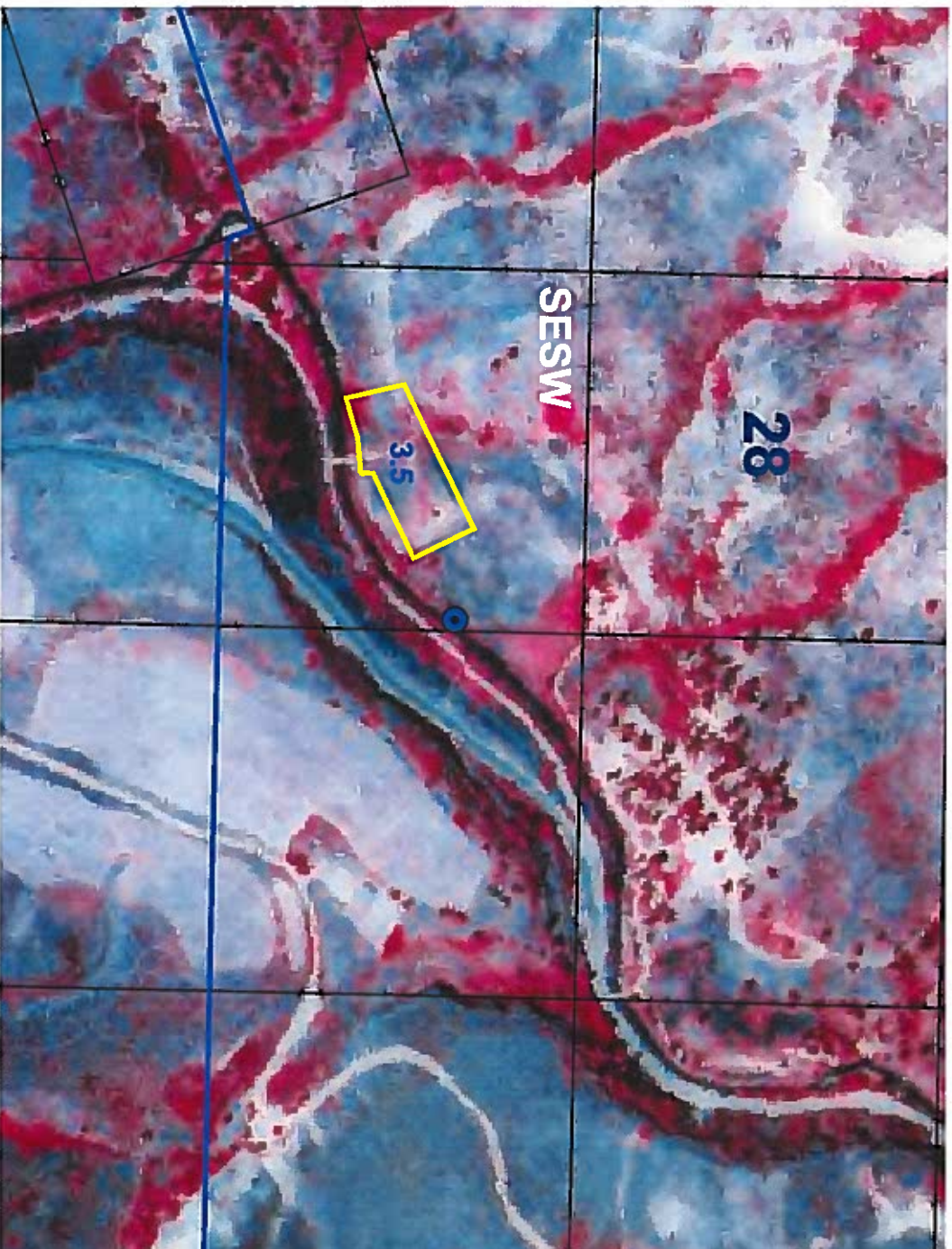
6 SECTION NUMBERS

CLAIM(S): 63-31336

OWNER(S) : WILDERNESS RANCH

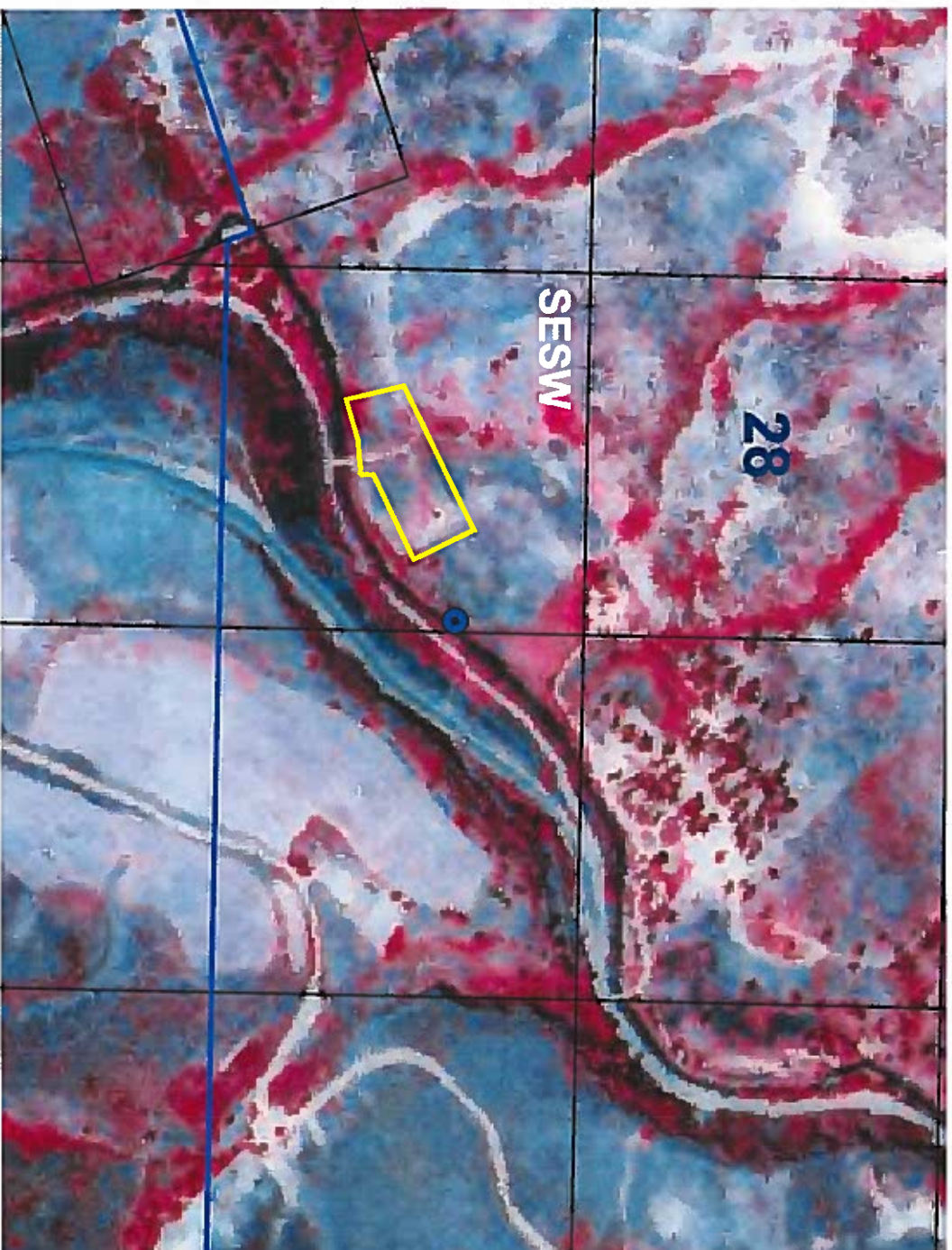
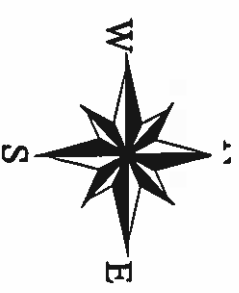
DATE: JANUARY 4, 2002

by: Mel Schulte



IDAHO DEPARTMENT OF WATER RESOURCES

T04N, R04E, S28



1987 NAPP PHOTO

● POINT OF DIVERSION

□ PLACE OF USE

□ 1/4 1/4 LINES

□ SECTION LINES

6 ACRES

6 SECTION NUMBERS

CLAIM(S): 63-31336

OWNER(S) : WILDERNESS RANCH

DATE: JANUARY 4, 2002

by: Mel Schulte



A63-31336

PHOTOS TAKEN: 10/22/2001

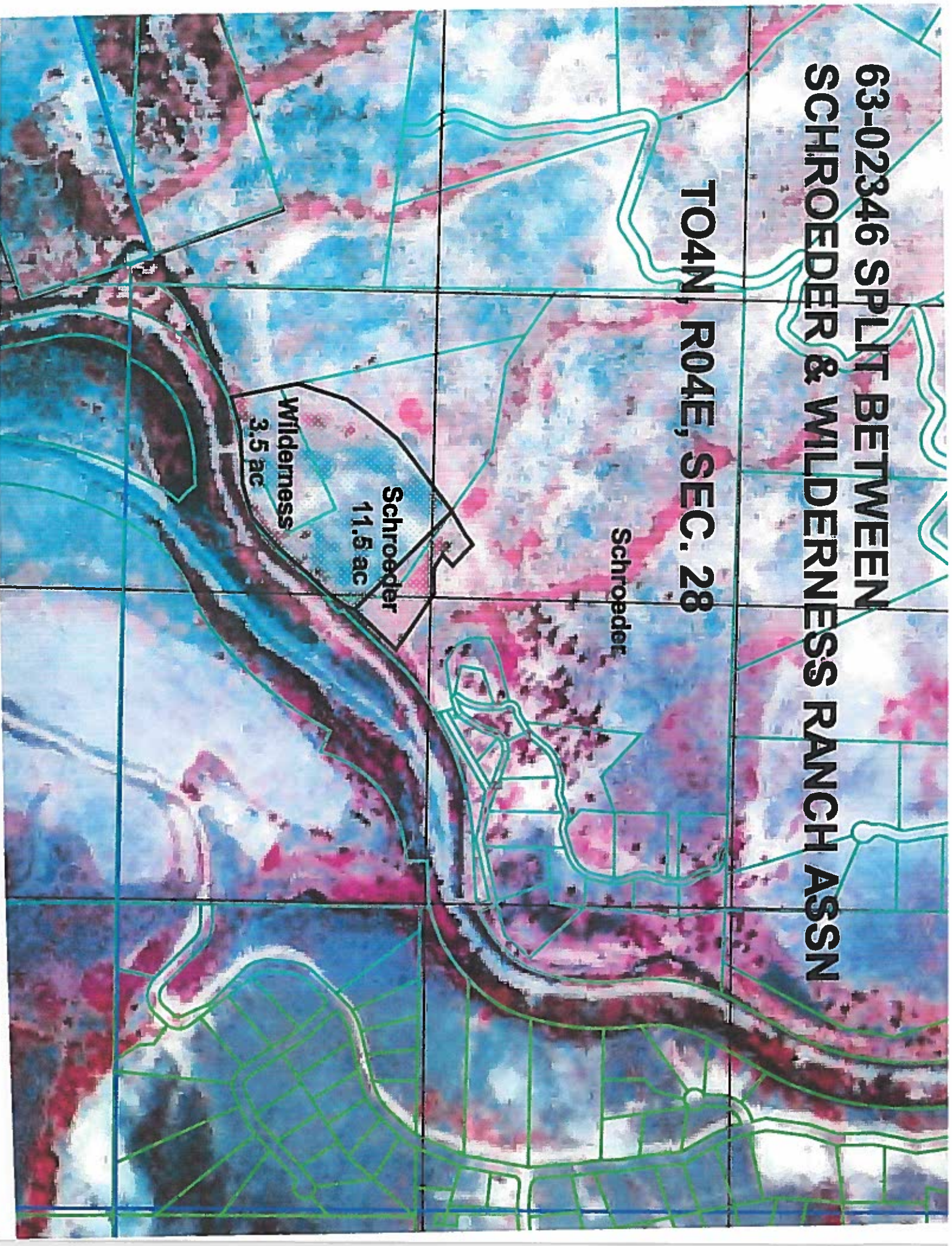


PHOTO # 1
PLACE OF USE
LOOKING WEST FROM
HIGHWAY 21

SEE A63-31335 FOR PHOTOS
OF THE POINT OF DIVERSIC

**63-02346 SPLIT BETWEEN
SCHROEDER & WILDERNESS RANCH ASSN**

TO4N, R04E, SEC. 28





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

October 24, 2001

WILDERNESS RANCH OWNERS ASSOCIATION INC
46 WILDERNESS RANCH RD
BOISE ID 83716

Re: Original Notice of Claim to a Water Right No. 63-2346

Renumbered Notice of Claim to a Water Right No. 63-31336

Dear Claimants:

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. You will be notified of any future action taken on this claim. Also enclosed is a copy of the original claim for your reference.

Please feel free to contact this office if you have any questions concerning your claim or this letter.

Sincerely,

Denise Buffington
Office Specialist I
Adjudication Section
Western Region

DB: db

Enclosure

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 63-31336
Date Received: 2/8/1989
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s): WILDERNESS RANCH OWNERS ASSOCIATION INC Phone: (208)342-4554
46 WILDERNESS RANCH RD
BOISE ID USA 83716

2. Date of Priority: 07/26/1920

3. Source: MORES CREEK Trib. to: BOISE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	04E	28	NW SE	BOISE	

5. Description of diverting works:

PUMP IN CREEK TO SPRINKLER SYSTEM ALONG WITH GRAVITY IRRIGATION.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	11/01	0.12	

7. Total Quantity Appropriated is:
0.12 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
04N	04E	28	SE SW		IRRIGATION	3.5
						Section Acres 3.5
						Total Acres 3.5

11. Place of use in counties: BOISE

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 change in ownership for a portion of 63-2346. DB 10/24/2001

15. Basis of Claim: License

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.

1. Water Right No(s): 63-02346

Adjudication Claim No(s): A 63-02346

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 showing the location of the place of use of the water right(s) or claim(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim 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 Wilderness Ranch, Ltd.

6065 Karen Drive, Meridian, ID 83642

New Owner/Claimant(s) Wilderness Ranch Owners' Association, Inc.

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

New Mailing Address 46 Wilderness Ranch Road

City, State and ZIP Code Boise, ID 83716

New Telephone Number (209) 342-4554

5. Date you acquired the property _____

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below only if the water right(s) or claim(s) need to be split between owners. If necessary, attach additional pages. 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.

See Attachment A		
Number of acres you irrigate with this water right	<u>3.56</u>	Ac Number and type of stock _____
Diversion rate in CFS _____	Number of homes you acquired _____	Other uses _____

7. Signature of New Owner(s) Wilderness Ranch Owners' Association, Inc.
or Claimant(s)

By Paul W. Telle President

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

3. 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.

A63-02346. Split Tree

A63-02346 N/O Val Dean Schroeder

DR: .50 cfs = Irr .02 = Stock

POB: T04N, R04E, S28, NWSE

POU: T04N, R04E, S28, SESW - 15ac.

SESW - Stock

A63-31335

N/O Val Dean Schroeder

DR: .38 = Irr .02 = Stock.

POB: T04N, R04E, S28, NWSE

POU: T04N, R04E, S28, SESW - 11.5ac

(.38 total cfs) SESW - Stock

A63-31336

N/O Wilderness Ranch, Lte.

DR: .12 cfs - Irr (total)

POB: T04N, R04E, S28, NWSE

POU: T04N, R04E, S28, SESW - 3.5ac.

✓ Address for Schroeder updated 10/24/01
per address chg form in file.

(2-8-89)

Chain of Title

Re: (A) 63-02346 Change of Ownership

1978 Grant Deed

Paul J. & Lois A. Montalvo to
Christopher & Jane Barnes

1980 Divorce Decree

Christopher Barnes vs Jane Barnes

1. Real property to Christopher Barnes

1982 Warranty Deed.

Christopher Barnes to Wilderness Ranch, Ltd.

1994

Wilderness Ranch Segregation Subdivision
platted establishing Lots 1 & 2 and
Wilderness Ranch

1996

Warranty Deed.

Wilderness Ranch, Ltd to Wilderness Ranch Owners
for Lot 1, Wilderness Ranch Segregation, Sub
(Lot 1 established as "Water Valley")

1999

Warranty Deed

Wilderness Ranch, Ltd to Val Dean & Patricia
Schroeder

Lot 2, Wilderness Ranch Segregation Sub.

GRANTOR: PAUL J. MONTALON AND LOIS A. MONTALON

GRANTEE: CHRISTOPHER P. BARNES AND JEFF BARNES

GRANTEE'S ADDRESS: 607 Reserve St. Boise, Idaho 83702

DESCRIPTION OF REAL PROPERTY CONVEYED BY THIS DEED:

Situated in the County of Boise, State of Idaho:

SEE "EXHIBIT A" ATTACHED HERETO.

FOR VALUE RECEIVED, the above-named Grantor does hereby grant, bargain, sell, and convey unto the above-named Grantee, the real property above described; TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, and Grantee's heirs and assigns forever.

And the said Grantor does hereby covenant to and with the said Grantee that Grantor is the owner in fee simple of said premises; and that they are free from all incumbrances except current year's taxes, levies, and assessments, and also except reservations, restrictions, and easements of record and easements visible upon the premises; and that Grantor will WARRANT and DEFEND the same from all lawful claims whatsoever. The use of the singular terms "Grantor" and "Grantee" herein shall be construed to include the plural as the context shall require under the circumstances.

DATED: May 1, 1978

Paul J. Montalon
Lois A. Montalon

STATE OF IDAHO, COUNTY OF

On this First day of MAY, 1978,
before me, a notary public in and for said State, personally
appeared

Paul J. Montalon and
Lois A. Montalon

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

[Signature]
Notary Public

Idaho

January 15, 1980

BOISE COUNTY IDAHO 43
REQUEST OF

[Signature]
DATE TIME H.

92 AUG 13 PM 3:08

ARLENE C. KOLAR

BY *[Signature]*

DEPUTY

FEE \$6.00

144563

"EXHIBIT A"

A parcel of land situated in the E. 1/4 of the S. W. 1/4 of Section 28 T.4N., R. 4E., B.M. Boise County, Idaho, and more particularly described as follows:

Commencing at a brass cap marking the 1/4 corner common to Sections 28 and 33, T.4N., R.4E.; thence N. 0°10'06"E. along the center of Section 28 a distance of 1169.12 feet to a 5/8" iron pin and the REAL POINT OF BEGINNING;

thence N. 56°49'19"W. a distance of 354.06 feet to a 5/8" iron pin;
thence N. 56°08'10"W. a distance of 392.04 feet to a 5/8" iron pin;
thence N. 83°16'31"W. a distance of 395.00 feet to a 5/8" iron pin;
thence N. 54°43'38"W. a distance of 157.00 feet to a 5/8" iron pin;
thence S. 12°59'43"E. a distance of 1316.94 feet to a point in Mores Creek, on the left right-of-way line of old Highway 21, (which point is witnessed by a 5/8" iron pin on the northerly bank of Mores Creek and bears N. 12°59'43"W. a distance of 38.15 feet.);
thence along a curve to the right, having an arc length of 174.98 feet, a central angle of 15°00'50", a radius of 667.75 feet; of which the chord bears N. 72°51'59"E. a distance of 174.48 feet to a 5/8" iron pin on the right-of-way line 57.00 feet left of center line station 1161 + 39.7;
thence continuing along the left right-of-way N. 79°55'05"E. a distance of 213.90 feet to a 5/8" iron pin 100 feet left of centerline station 1163 + 54.2;
thence along a curve to the left having an arc length of 339.77 feet, a central angle of 41°12'01", a radius of 472.50 feet of which the chord bears N. 59°57'37"E. a distance of 332.49 feet to a point;
thence N. 39°43'26"E. a distance of 282.06 feet the intersection of the left right-of-way line and the north-south centerline of Section 28, and which point fall in Mores Creek (and is witnessed by a 5/8" iron pin which bears N. 0°10'06"E. a distance of 51.28 feet.);
thence leaving the left right-of-way line and continuing along the center section line N. 0°10'06"E. a distance of 261.86 feet to the point of beginning, containing a calculated area of 20.264 acres, more or less.

This deed also transfers 15 inches of water pertaining to said and historically used on said property above described.

1 Kenneth L. Mallea
2 GIVENS, McDEVITT, PURSLEY & WEBB
3 Suite 500, Statehouse Square
4 802 West Bannock
5 P. O. Box 2720
6 Boise, Idaho 83701
7 Telephone: 342-6571

NO. FILED
A.M. (P.M.) 2:49
JAN 5 1981
BY JOHN BASTIDA, CLERK
DEPUTY

8 IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
9 STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

11 CHRISTOPHER F. BARNES,)
12 Plaintiff,)
13 -vs-)
14 JANE BARNES,)
15 Defendant.)

CASE NO. 72872

JUDGMENT AND DECREE

17 This matter, having come on regularly before the Court
18 this 5th day of January, 1981, and the Plaintiff having
19 appeared in person with his attorney, Kenneth L. Mallea, Esq. of
20 the firm Givens, McDevitt, Pursley & Webb, and the Defendant
21 having neither appeared in person nor by counsel; and it appear-
22 ing from the records and files of this action that a Complaint
23 was filed September 9, 1980 and that Defendant acknowledged
24 receipt of the Summons and Complaint; and

25 IT APPEARING that the Defendant is not and was not in the
26 armed services of the United States and is not a minor nor an
27 incompetent, and that an ORDER was made allowing default to be
28 entered against said Defendant, which default was duly and
29 lawfully entered;

30 THEREUPON oral evidence was presented to the Court from
31 which it appears that the allegations of Plaintiff's Complaint
32 are sustained, and it particularly appearing that Plaintiff is

1 and was a bona fide resident of the State of Idaho for more
2 than six (6) full weeks next preceding the commencement of
3 this action, which said fact was duly corroborated by other
4 independent evidence, and all and singular premises having been
5 fully considered by the Court;

6 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

7 1. That the bonds of matrimony heretofore existing
8 between the parties be, and the same hereby are, dissolved and
9 the Plaintiff is granted an absolute divorce from the Defendant
10 on the grounds of irreconcilable differences;

11 2. That Plaintiff pay the sum of \$100.00 per month to
12 the Defendant for the support and maintenance of the minor
13 child of the parties, commencing January 1, 1981, for those
14 months in which the Defendant has physical custody of the minor
15 child, for the years 1981 and 1982; commencing January 1, 1983,
16 Plaintiff shall pay the sum of \$150.00 per month to Defendant
17 for the support and maintenance of the minor child of the parties
18 for those months in which Defendant has physical custody of the
19 minor child of the parties, until the child reaches the age of
20 majority or is otherwise emancipated.

21 3. The PROPERTY SETTLEMENT AND CUSTODY AGREEMENT attached
22 hereto is merged into this Judgment and Decree.

23 DATED this 5th day of January, 1980..

24
25
26 
MAGISTRATE

27
28 STATE OF IDAHO } ss.
29 COUNTY OF ADA
30 I, J. David Hawcroft, Clerk of the District Court of the
31 Fourth Judicial District of the State of Idaho, in and for the
32 County of Ada, do hereby certify that the foregoing is a
true and correct copy of the original on file in this office. In
witness whereof, I have hereunto set my hand and affixed
by official seal this 22 day of February 1981.
J. DAVID HAWCROFT, Clerk
By J. David Hawcroft Deputy

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO IN AND FOR ADA COUNTY

SUPPLEMENTAL ORDER

The provisions relating to custody, support, visitation and conduct of the parties, are subject to the following terms and conditions.

A. CARE AND SUPERVISION - The party who has custody of the children, herein after referred to as the Custodian, will provide the children (a) with regular and nutritious food. (b) with clean and appropriate clothing. (c) with sanitary and reasonable private living and sleeping quarters, (d) with appropriate medical examinations and treatment. (e) with guidance and counsel in worldly and spiritual matters. The custodian will (f) train the children to obey and respect their teachers and the law. (g) will require the children to attend all regular sessions of school until graduation unless excused for medical reasons or by the school, or by the Court. (h) will personally supervise and control the conduct and activities of the children except when they are at school or in known and usual recreational activities or in the immediate care of another competent person. The Custodian will not (i) engage in or permit in the presence of the children any excessive drinking immoral conduct, obscenities, violence disrespect for law and order (j) The Custodian will advise persons entitled to visitation of (k) all school or police disciplinary contacts. (l) all medical contacts and reports. (m) all other important developments in the lives and activities of the children.

B. CONTROL OF VISITATION - (a) the persons having visitation may take the children to such reasonable places for such reasonable activities as such person may determine. (b) the Custodian will have the children ready and available promptly for all visits. (c) If advised at least a day in advance, the Custodian will provide the children with such special and additional clothing as may be appropriate for the planned activities. (d) In the event a child is invited or desires to participate in other activities which may interfere with a visit, the Custodian will not encourage, permit or consent to such activities without previous approval of the person whose visitation will be interfered with, and will not deprecate the denial of such approval. (e) The person entitled to visitation may correspond with the children and Custodian shall not censor such correspondence. (f) The person entitled to visitation may telephone and talk for a maximum of 15 minutes to each child between 7:00 P.M. and 9:00 P.M. on Wednesday and Sundays and at such other times as the parties may agree and the Custodian shall not participate in such calls. (g) The Custodian must not reduce or deny visitation for failure of support.

C. METHOD OF PAYMENT OF CHILD SUPPORT - Unless otherwise ordered (a) child support shall be made payable to the Clerk of the District Court, and delivered to Room 206, Ada County Courthouse, or mailed to P. O. Box 877, Boise, Idaho, 83701. (b) All payments shall be made in cash or by or by certified check or by money order, and shall be identified by the number of this case or the names of the plaintiff and defendant in this case. (c) If a person required to make child support payments is unable for any reason to make such payments on or before the due date, a written explanation must be given to the Office of the Ada County Prosecuting Attorney prior to the due date of such payment. (d) Both the Plaintiff and Defendant shall promptly notify the Clerk of this Court in writing of any change of address.

D. INTERFERENCE - Neither parent will intrude upon the privacy of the other; nor vilify the other to anyone; nor prevent or restrict or in any way interfere with the other's rights granted by this or any other order.

E. INJUNCTION - The Plaintiff and Defendant and their agents and servants are enjoined and restrained from doing or attempting to do, or threatening to do, any act injuring, maltreating, vilifying or molesting the adverse party, or any of the children, or any person or persons lawfully employed by either parent to care for the children.

F. CONTEMPT - Violation of any of the orders or directives set forth above will be considered Contempt of Court. Punishment for Contempt of Court may be a fine or by imprisonment in the County jail.

G. ENFORCEMENT - Either party or as to child support payments, only, the prosecuting attorney or other court officer, having knowledge of a violation of this order may make application under oath to the Court for a citation for Contempt. The person making such application will be responsible for presentation of legal evidence in support thereof. If such citation will be issued the party or parties concerned will be notified to appear and answer. A frivolous application will result in appropriate censure.

ATTACHED TO AND MADE A PART OF THE FOREGOING DECREE # 72872 BY ORDER OF THE COURT THIS, 5 DAY

Jan 19 81

JOHN BASTIDA

Clerk of The Court

By Theresa J. Jorgensen
Deputy

PROPERTY SETTLEMENT
AND
CUSTODY AGREEMENT



THIS AGREEMENT, Made and entered into this 4 day of December, 1980, by and between CHRISTOPHER F. BARNES, hereinafter referred to as the "Husband", and JANE BARNES, hereinafter referred to as the "Wife";

W I T N E S S E T H:

WHEREAS, the parties hereto were married on or about the 5th day of November, 1972, in Berkeley, California, and ever since have been and still are husband and wife; and

WHEREAS, there is one child born the issue of this marriage, namely, Justin MacLane Barnes, born December 20, 1977; and

WHEREAS, in consequence of disputes and irraconcilable differences, the parties have separated and are now living separate and apart and intend to continue to live separate and apart for the rest of their natural lives; and

WHEREAS, the parties desire to confirm their separation and make arrangements in connection therewith, including the settlement of all questions relating to their property rights, the custody of their child, and also other rights and obligations growing out of the marriage relationship.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and undertakings herein set forth, the parties covenant and agree as follows:

1. The parties may and shall at all times hereafter live and continue to live separate and apart for the rest of their natural lives. Each shall be free of interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Subject to the provisions of this

Agreement, each may reside at such place or places as he or she may select. The parties shall not molest each other or compel or endeavor to compel the other to cohabit or dwell with him or her, by any legal or other proceedings for the restitution of conjugal rights or otherwise.

2. Subject to the provisions of this Agreement, each of the parties may in any way dispose of his or her property of whatever nature, real or personal, and the parties hereto, each for himself and herself, respectively, and for their respective heirs, legal representatives, executors, and administrators and assigns, hereby waives any right of election which he or she may have or hereafter acquire regarding the estate of the other, or to take against any last will and testament of the other, whether heretofore or hereafter executed, or as may now or hereafter be provided for in any law of the State of Idaho or any other state or territory of the United States or any foreign country, and renounces and releases all interest, right or claim of right of dower, or otherwise, that he or she now has or might otherwise have against the other, to the property of whatever nature, real or personal, of the other, under or by virtue of the laws of any state or country, and each will at the request of the other or his or her legal representatives, executors, administrators and assigns, execute, acknowledge and deliver any and all deeds, releases or other instruments necessary to bar, release or extinguish such interest, rights and claims, or which may be needed for the proper carrying into effect any of the provisions of this Agreement.

3. Of the community property accumulated during the marriage of the parties hereto, it is agreed that the following shall be set over to the Wife, which she shall receive as her sole and separate property:

1974 Mazda Rx4 Automobile

Personal effects of Wife and minor child

Account at Cooperative Center Federal Credit Union
Berkeley, California #021317

4. Of the community property accumulated during the marriage of the parties hereto, it is agreed that the following shall be set over to the Husband, which he shall receive as his sole and separate property:

1978 GMC Pickup Truck

Personal effects of Husband

Checking account at The Idaho First National Bank,
Broadway Office, Boise, Idaho #35-13794-7

Household furnishings and appliances

Real property and mobile home situated on the
East 1/2 of the SW 1/4 of Section 28, Township
4 North, Range 4 East, B.M., Boise County, Idaho,
and more particularly described in Exhibit A
attached hereto and by this reference incorporated
herein.

5. The parties have incurred certain debts and obligations during the course of this marriage, as shown on Exhibit B, and Husband has agreed to assume the obligations for payment of said debts and obligations, and further agrees to save and hold harmless the Wife from any default on his part in paying said debts.

6. It is agreed that in the event the entire tract of real property described in Exhibit A is sold prior to the termination date of the real estate contract under which said property is being purchased, the Husband shall pay to Wife an amount equal to 50% of the gross selling price of said property, less \$117,000.00, but in no event shall such amount exceed \$15,000.00. Said amount shall be due and payable in ten (10) equal annual installments, together with interest thereon at the rate of 12% per annum on the unpaid principal balance. In the event the entire tract is not sold in one isolated transaction, then upon the sale of the final parcel thereof, Husband shall pay to Wife an amount equal to 50% of the

combined selling prices for all parcels, less \$117,000.00, but in no event shall such amount exceed \$15,000.00. Said amount shall likewise be due and payable in ten (10) equal annual installments together with interest thereon at the rate of 12% per annum on the unpaid principal balance.

In the event the real property described in Exhibit A is not sold prior to the expiration date of the real estate contract under which said property is being purchased, then Husband shall pay to Wife, upon such expiration date, the sum of \$15,000.00. Said sum shall be due and payable in ten (10) equal annual installments, together with interest thereon at the rate of 12% per annum on the unpaid principal balance.

In the event Husband shall hypothecate, assign, mortgage or otherwise encumber the property described in Exhibit A prior to the expiration date of the real estate contract under which said property is being purchased, and as a result thereof realizes cash proceeds in excess of \$117,000.00, Husband shall pay to Wife an amount equal to 50% of such cash proceeds in excess of \$117,000.00, but in no event shall such amount exceed \$15,000.00. Said amount shall be due and payable in ten (10) equal annual installments together with interest thereon at the rate of 12% per annum on the unpaid principal balance.

7. The parties each acknowledge that they are both fit and proper parents and view their continuing involvement in the upbringing of the minor child, Justin MacLane Barnes, as a paramount consideration. Husband and Wife shall have the joint care, custody and control of said minor child, with the following guidelines and limitations:

(A) Physical Custody. It is further contemplated that the initial physical custody of the child shall be with the Wife and that the child will reside with the Wife during the school year.

During holidays and summer vacations the child will reside with the Husband. Thereafter the parties shall have physical care and custody of the child as may be dictated by the best interests of the child.

(B) Consultation. Husband and Wife shall consult together frequently by telephone or correspondence if personal conference is impractical, in an effort to mutually agree in regard to the welfare, religious training, education and development of the minor child to the end that so far as possible they may adopt a mutually harmonious policy in regard to his upbringing. Neither Husband nor Wife shall attempt, or condone any attempt, directly or indirectly, by any means, to estrange the child from the other party, but on the contrary shall at all times encourage and foster in the child sincere respect and affection for both parents. Each party shall keep the other party advised as to any serious illness or other major developments with respect to the child. Both Husband and Wife agree to keep the other party currently advised of the other's residence and business address and telephone numbers. Each party shall be entitled to speak to the child by telephone at reasonable times and intervals when the child is in the custody or subject to the control of the other party. Correspondence and communication between the parties and the child will be encouraged and facilitated by both parties.

(C) Minor Child's Travel Expenses. It is agreed that the parties shall divide equally the travel expenses incurred in the transfer of the physical custody of the minor child between the parties.

(D) Support of Minor Child. Commencing January 1, 1981, Husband shall pay to the Wife as and for the support, care, education and maintenance of the minor child, the amount of \$100.00 per month for those months during which Wife has the physical custody of the minor child, for the calendar years 1981 and 1982. Commencing

January 1, 1983, the Husband shall pay the sum of \$150.00 per month to the Wife for those months during which Wife has the physical custody of the minor child, for the support, care, education and maintenance of the minor child. Commencing January 1 of each calendar year thereafter the monthly support payments shall be adjusted upward or downward based upon the previous calendar year's officially published Consumer Price Index.

(E) Income Tax Deductions. The parties agree that the parent who has the actual physical custody of the minor child for more than a six-month period in any given tax year shall be entitled to claim the child as a dependent for income tax purposes in that year.

8. Each party hereto warrants to the other party that he or she has not incurred, and covenants that he or she will not incur, any liability or obligation on which he or she is, or may be liable; and covenants and agrees that if any claim, action or proceeding shall hereafter be brought seeking to hold him or her liable on account of any of his or her debts, liabilities, acts or omissions, he or she shall, at his or her own expense, defend him or her against any such claim or demand (whether or not well founded) and shall hold him or her free and harmless therefrom.

9. The parties agree that any and all property acquired by either of them from and after the effective date of this Agreement shall be the sole and separate property of the one so acquiring it. Each party waives any and all property rights in or to such future acquisitions.

10. Each of the parties hereto waives any and all right to inherit the estate of the other at his or her death, and to take property from the other by devise or bequest (unless under a will executed subsequent to the effective date hereof), or to claim any family allowance or probate homestead, or to act as personal

representative upon intestacy of the other's estate (except as the nominee of another legally entitled to the right), or to act as personal representative of the will of the other (unless under a will executed subsequent to the effective date hereof).

11. The parties agree that this Agreement contains the entire understanding of the parties and that there are no representations, promises, warranties, covenants or undertakings other than those contained herein. Further, this Agreement supersedes all prior agreements between the parties hereto concerning any matters contained herein. Any such prior agreements between the parties hereto concerning any of the matters contained herein, whether in writing or otherwise, shall have no force or effect upon and after the date of the execution of this Agreement.

12. The parties agree to execute any and all additional documents which may be required to fulfill the purposes and intent of this Agreement.

13. The Agreement shall be incorporated and merged into any final divorce decree. This Agreement shall survive the execution and delivery by either party of any or all of the instruments required by this Agreement.

14. Each party agrees to pay his or her own attorneys fees incidental to the preparation of this Agreement and to the pending divorce action.

15. Only one original of this Agreement shall be executed, but the parties shall be entitled to a conformed copy thereof.

16. This Agreement may not be altered, amended or modified except by an instrument in writing signed by both the parties hereto.

17. This Agreement shall be binding upon and inure to the benefit of both the parties, their heirs, executors, administrators, successors and assigns.

18. With respect to the divorce action pending between the parties hereto, it is understood and agreed that this Agreement shall be submitted to the Court in such action with the request that the same be approved in its entirety.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

"WIFE"

Jane Barnes
JANE BARNES

"HUSBAND"

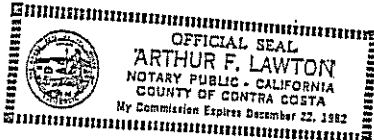
Christopher F. Barnes
CHRISTOPHER F. BARNES

STATE OF CALIFORNIA

County of Contra Costa } ss.

On this 22 day of November, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared JANE BARNES, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

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



[Signature]
Notary Public for California
Residing at San Jose, California

STATE OF IDAHO

County of Ada } ss.

On this 4th day of December, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared CHRISTOPHER F. BARNES, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

[Signature]
Notary Public for Idaho
Residing at Boise, Idaho

"EXHIBIT A"

A parcel of land situated in the E. 1/4 of the S. W. 1/4 of Section 28 T.4N., R. 4E., B.M. Boise County, Idaho, and more particularly described as follows:

Commencing at a brass cap marking the 1/4 corner common to Sections 28 and 33, T.4N., R.4E; thence N. 0°10'06"E. along the center of Section 28 a distance of 1169.12 feet to a 5/8" iron pin and the REAL POINT OF BEGINNING;

thence N.56°49'19"W. a distance of 354.06 feet to a 5/8" iron pin;

thence N.56°08'10"W. a distance of 392.04 feet to a 5/8" iron pin;

thence N.83°16'31"W. a distance of 395.00 feet to a 5/8" iron pin;

thence N.54°43'38"W. a distance of 157.00 feet to a 5/8" iron pin;

thence S.12°59'43"E. a distance of 1316.94 feet to a point in Mores Creek, on the left right-of-way line of old Highway 21, (which point is witnessed by a 5/8" iron pin on the northerly bank of Mores Creek and bears N.12°59'43"W. a distance of 38.15 feet.);

thence along a curve to the right, having an arc length of 174.98 feet, a central angle of 15°00'50", a radius of 667.75 feet, of which the chord bears N.72°51'59"E. a distance of 174.48 feet to a 5/8" iron pin on the right-of-way line 97.00 feet left of center line station 1161 + 39.7;

thence continuing along the left right-of-way N.79°55'05"E. a distance of 213.90 feet to a 5/8" iron pin 100 feet left of centerline station 1163 + 54.2;

Thence along a curve to the left having an arc length of 339.77 a central angle of 41°12'01", a radius of 472.50 feet of which the chord bears N.59°57'37"E. a distance of 332.49 feet to a point;

thence N.39°43'26"E. a distance of 282.06 feet the intersection of the left right-of-way line and the north-south centerline of Section 28, and which point fall in Mores Creek (and is witnessed by a 5/8" iron pin which bears N.0°10'06"E. a distance of 51.28 feet.);

thence leaving the left right-of-way line and continuing along the center section line N.0°10'06"E. a distance of 261.86 feet to the point of beginning, containing a calculated area of 20.264 acres, more or less.

LIABILITIES

Creditor	Nature of Liability	Current Balance Owed
Paul and Lois Montalon	Real Estate Contract	\$64,000.00
Bruce Morrison	Personal Loan	\$10,000.00
David Barnes	Personal Loan	\$ 7,500.00
Margaret M. MacLane	Personal Loan	\$ 2,500.00
Wards	General Account	\$ 838.00
American Express	General Account	\$ 100.00
Bazaar	General Account	\$ 85.00
Sears	General Account	\$ 846.00
Rainier Credit	Wood Stove	\$ 1,366.00
Idaho First National Bank	Mobile Home	\$10,465.00
Visa	General Account	\$ 1,320.00
Penneys	General Account	\$ 190.00
Master Charge	General Account	\$ 1,000.00
GMC Financing	Truck Contract	\$ 7,500.00
Idaho First National Bank	General Account	\$ 800.00

EXHIBIT B

For Value Received. CHRISTOPHER F. BARNES, a single man,

the grantor, does hereby grant, bargain, sell and convey unto WILDERNESS RANCH, LTD., an Idaho limited partnership,

the grantee, whose current address is c/o Idaho City Stage, Boise, Idaho 83706,
Boise County Idaho, to-wit:
the following described premises, in

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE.

Grantor, by this Deed, also conveys to Grantee all water permits,
water licenses (including State of Idaho Water License No. 14856),
and other water rights appertaining to the aforesaid premises.

BOISE COUNTY IDAHO SS
REQUEST OF

John L. Jones
DATE

144564

92 AUG 13 PM 3:08

ARLENE K. KOLAR

BY *John L. Jones*
DEPUTY

FEES \$6.00

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
its successors, heirs and assigns forever. And the said Grantor does hereby covenant to and
with the said Grantee, that he is the owner in fee simple of said premises; that they are free
from all incumbrances except taxes and assessments for 1982 and easements of
record.

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

Dated: *July 19*, 1982.

Christopher F. Barnes
Christopher F. Barnes

STATE OF IDAHO, COUNTY OF *Boise*
On this *19th* day of *July*, 1982,
before me, a Notary Public in and for the said State, per-
sonally appeared CHRISTOPHER F. BARNES,
a single man.

Identified
known to me to be the person whose name is
subscribed in the within instrument, and acknowledged to
me that he executed the same.

Notary Public

Residing at
Carmel, Idaho

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 _____

L. Office Recorder

By _____ Deputy.

Fees \$
Paid to:

INSTRUMENT NO.

"EXHIBIT A"

A parcel of land situated in the E. 1/4 of the S. W. 1/4 of Section 28 T.4N., R. 4E., B.M. Boise County, Idaho, and more particularly described as follows:

Commencing at a brass cap marking the 1/4 corner common to Sections 28 and 33, T.4N., R.4E; thence N. 0°10'06"E. along the center of Section 28 a distance of 1169.12 feet to a 5/8" iron pin and the REAL POINT OF BEGINNING;

thence N.56°49'19"W. a distance of 354.06 feet to a 5/8" iron pin;

thence N.56°08'10"W. a distance of 392.04 feet to a 5/8" iron pin;

thence N.83°16'31"W. a distance of 395.00 feet to a 5/8" iron pin;

thence N.54°43'38"W. a distance of 157.00 feet to a 5/8" iron pin;

thence S.12°59'43"E. a distance of 1316.94 feet to a point in Mores Creek, on the left right-of-way line of old Highway 21, (which point is witnessed by a 5/8" iron pin on the northerly bank of Mores Creek and bears N.12°59'43"W. a distance of 38.15 feet.);

thence along a curve to the right, having an arc length of 174.98 feet, a central angle of 15°00'50", a radius of 667.75 feet, of which the chord bears N.72°51'59"E. a distance of 174.48 feet to a 5/8" iron pin on the right-of-way line 97.00 feet left of center line station 1161 + 39.7;

thence continuing along the left right-of-way N.79°55'05"E. a distance of 213.90 feet to a 5/8" iron pin 100 feet left of centerline station 1163 + 54.2;

thence along a curve to the left having an arc length of 339.77 a central angle of 41°12'01", a radius of 472.50 feet of which the chord bears N.59°57'37"E. a distance of 332.49 feet to a point;

thence N.39°43'26"E. a distance of 282.06 feet the intersection of the left right-of-way line and the north-south centerline of Section 28, and which point fall in Mores Creek (and is witnessed by a 5/8" iron pin which bears N.0°10'06"E. a distance of 51.28 feet.);

thence leaving the left right-of-way line and continuing along the center section line N.0°10'06"E. a distance of 261.86 feet to the point of beginning, containing a calculated area of 20.264 acres, more or less.

162336
WARRANTY DEED
(Water Gallery)

INST# 162336
REQUEST Brown Chase
Walter
95 OCT -9 PM 1:53
BOISE COUNTY RECORDER
BY Shirley Ginge
and J. G. G.

FOR VALUE RECEIVED, WILDERNESS RANCH, LTD., an Idaho limited partnership, hereinafter referred to as the Grantor, hereby grants, bargains, sells and conveys unto WILDERNESS RANCH OWNERS' ASSOCIATION, INC., whose address is HC 33, Box 3130, Boise, Idaho 83706, hereinafter referred to as the Grantee, the following described premises situated in Boise County, State of Idaho, to-wit:

Lot 1 of WILDERNESS RANCH SEGREGATION SUBDIVISION, according to the amended plat thereof recorded as Instrument No. 154310, records of the Boise County Recorder, Boise County, Idaho.

TOGETHER with a negative easement prohibiting certain activities on Lot 2 of WILDERNESS RANCH SEGREGATION SUBDIVISION, as amended, so as to maintain the potability and quantity of water being taken from the water system constructed on Lot 1 for so long as Lot 1 is being used to acquire water for Grantee's members. The easement shall restrict Grantor as the Owner of Lot 2 and all future owners of Lot 2 from placing, constructing or using an injection well or sump on any part of Lot 2 or from placing, constructing, installing, using or maintaining within 300 feet from the outer boundaries of Lot 1 anything which is a potential source of contamination of ground water at or below the surface of the ground or which would be likely to render the ground water on Lot 1 unsafe for human consumption without treatment, including without limitation, cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hatches, pig pens or other enclosures or structures for the keeping or maintaining of fowl or animals, liquid or dry chemicals, herbicides, fertilizers, pesticides or insecticides. This negative easement shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in or to Lot 2.

RESERVING unto the Grantor and to the Grantor's successors and assigns a non-exclusive road easement across the existing road and bridge lying across Lot 1 as described in the preceding paragraph for access to Lot 2.

The parties have contemporaneously executed a separate maintenance agreement for the road and bridge easement across Lot 1.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anyway appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity.

TO HAVE AND TO HOLD all and singular the property, together with the appurtenances, unto the Grantee, Grantee's successors, heirs and assigns forever.

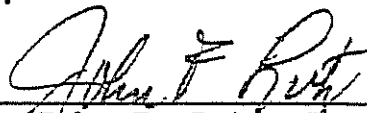
AND Grantor shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, Grantee's successors, heirs and assigns against Grantor and Grantor's successors, heirs and assigns and against all and every person and persons whomsoever lawfully claiming the same.

IN WITNESS WHEREOF, Grantor has hereunto executed this Deed the _____ day of _____, 1996.

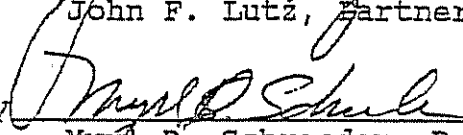
WILDERNESS RANCH, LTD., an Idaho
Limited Partnership

By: S&L DEVELOPMENT COMPANY, an
Idaho general partnership and the
general partner of Wilderness Ranch,
Ltd.

By


John F. Lutz, Partner

By


Myrel D. Schroeder, Partner

STATE OF IDAHO)
 : ss.
County of Ada)

On this 13 day of August, 1996, before me, a Notary Public in and for the State of Idaho, personally appeared JOHN F. LUTZ and MYRL D. SCHROEDER known to me to be two of the partners of S&L Development Company, an Idaho General Partnership, which partnership is a general partner of Wilderness Ranch, Ltd., an Idaho limited partnership, and the partners who subscribed the partnership name to the foregoing instrument and acknowledged to me that they executed the same in the partnership's name.

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


Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 2-27-97

COPY

173085

INST# 173085

REQUEST Westberg, McCabe
Collins

99 MAY 19 AM 11:35

BOISE COUNTY RECORDER

BY C. Grawert

/ TYPE 31 FEE 9.00/CK

WARRANTY DEED

FOR VALUE RECEIVED, WILDERNESS RANCH, LTD., an Idaho limited partnership, hereinafter referred to as the Grantor, hereby grants, bargains, sells and conveys unto VALDEAN M. SCHROEDER and PATRICIA J. SCHROEDER, husband and wife whose address is 13 Blacksmith Road, Boise, ID 83716, hereinafter referred to as the Grantee, the following described premises situated in Boise County, State of Idaho, to-wit:

- Lot 2 of WILDERNESS RANCH SEGREGATION SUBDIVISION, according to the Amended Plat thereof recorded as Instrument No. 154310, records of the Boise County Recorder, Boise County, Idaho.

TOGETHER with that certain easement reserved in the Warranty Deed between Wilderness Ranch, Ltd., an Idaho limited partnership, as Grantor and Wilderness Ranch Owners' Association, Inc., an Idaho corporation, as the Grantee which was recorded October 9, 1996 as Instrument No. 162336, records of the Boise County Recorder, Boise County, Idaho, whereby the Grantor reserved a non-exclusive road easement across the existing road and bridge lying across Lot 1 of WILDERNESS RANCH SEGREGATION SUBDIVISION as referred to above for access to Lot 2 of WILDERNESS RANCH SEGREGATION SUBDIVISION.

SUBJECT to the negative easement contained in that certain Warranty Deed between Wilderness Ranch, Ltd., an Idaho limited partnership, as Grantor and Wilderness Ranch Owners' Association, Inc., an Idaho corporation, as Grantee recorded October 9, 1996 as Instrument No. 162336, records of the Boise County Recorder, Boise County, Idaho.

ALSO SUBJECT to that certain Acknowledgment of Negative Easement between Wilderness Ranch, Ltd., an Idaho limited partnership and Wilderness Ranch Owners' Association, Inc., an Idaho corporation, recorded October 9, 1996 as Instrument No. 162343, records of the Boise County Recorder, Boise County, Idaho.

SUBJECT TO easements, reservations and restrictions of

record or apparent and real property taxes and assessments for the year 1999 and thereafter.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anyway appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity.

TO HAVE AND TO HOLD all and singular the property, together with the appurtenances, unto the Grantee, Grantee's successors, heirs and assigns forever.

AND Grantor shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, Grantee's successors, heirs and assigns against Grantor and Grantor's successors, heirs and assigns and against all and every person and persons whomsoever lawfully claiming the same.

IN WITNESS WHEREOF, Grantor has hereunto executed this Deed the 11 day of May, 1999.

WILDERNESS RANCH, LTD., an Idaho Limited Partnership

By: S & L DEVELOPMENT COMPANY, an Idaho general partnership and the general partner of Wilderness Ranch, Ltd.

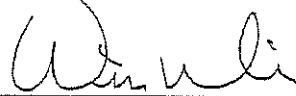
By John F. Lutz
John F. Lutz Partner

By Myrl D. Schroeder
Myrl D. Schroeder, Partner

STATE OF IDAHO)
 : ss.
County of Ada)

On this 12 day of May, 1999, before me, a Notary Public in and for the State of Idaho, personally appeared JOHN F. LUTZ known to me to be one of the two of the partners of S&L Development Company, an Idaho General Partnership, which partnership is a general partner of Wilderness Ranch, Ltd., an Idaho limited partnership, and the partner who subscribed the partnership name to the foregoing instrument and acknowledged to me that he executed the same in the partnership's name.

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

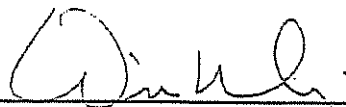


Notary Public for State of Idaho
Residing at Boise, Idaho
My Commission Expires 2-27-2003

STATE OF IDAHO)
 : ss.
County of Ada)

On this 11 day of May, 1999, before me, a Notary Public in and for the State of Idaho, personally appeared MYRL D. SCHROEDER, known to me to be one of the two of the partners of S&L Development Company, an Idaho General Partnership, which partnership is a general partner of Wilderness Ranch, Ltd., an Idaho limited partnership, and the partner who subscribed the partnership name to the foregoing instrument and acknowledged to me that he executed the same in the partnership's name.

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



Notary Public for State of Idaho
Residing at Boise, Idaho
My Commission Expires 2-27-2003

REQUEST OF
Mrs. Schnader
DATE TIME H.

94 DEC -8 AM 11:39

ARLENE C. KOLAR

Deputy
DEPUTY

FEE \$ 11.00

154310

Instrument # 180412

IDAHO CITY, BOISE COUNTY, IDAHO

2001-03-19

04:17:36 No. of Pages: 3

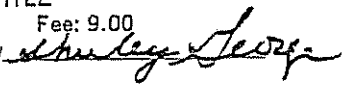
Recorded for : MTN VIEW TITLE

RORA A. CANODY

Fee: 9.00

Ex-Officio Recorder Deputy

Index to: MISCELLANEOUS



**ADDENDUM
TO
AMENDED PLAT OF
WILDERNESS RANCH SEGREGATION SUBDIVISION**

THIS ADDENDUM is made and entered into by WILDERNESS RANCH, LTD., an Idaho limited partnership.

WHEREAS, the Amended Plat of Wilderness Ranch Segregation Subdivision which is situated in the SW $\frac{1}{4}$ of Section 28, T.4N., R.4E., B.M., Boise County, Idaho, was recorded as Instrument No. 154310, records of the Boise County Recorder, Boise County, Idaho (Amended Plat).

WHEREAS, The Certificate of Owner attached to the Amended Plat was ostensibly executed by Wilderness Ranch, Ltd., an Idaho corporation, acting through Myrl Schroeder, partner. The form of the execution of that instrument was in error and the general partner of Wilderness Ranch, Ltd., an Idaho limited partnership, is S&L Development Company, an Idaho general partnership, composed of Myrl D. Schroeder, partner, and John F. Lutz, general partner.

WHEREAS, it is the purpose of this instrument to confirm and correct the execution of the Segregation Subdivision by the owner of the property, Wilderness Ranch, Ltd., an Idaho limited partnership.

NOW, THEREFORE, Wilderness Ranch, Ltd., an Idaho limited partnership, hereby corrects "Certificate of Owners" of the Amended

Plat by executing this instrument with the same force and effect as if the Amended Plat had been originally properly executed by it on September 22, 1994.

WILDERNESS RANCH, LTD., an Idaho
Limited Partnership

By: S&L DEVELOPMENT COMPANY an Idaho
general partnership and the general
partner of Wilderness Ranch, Ltd.

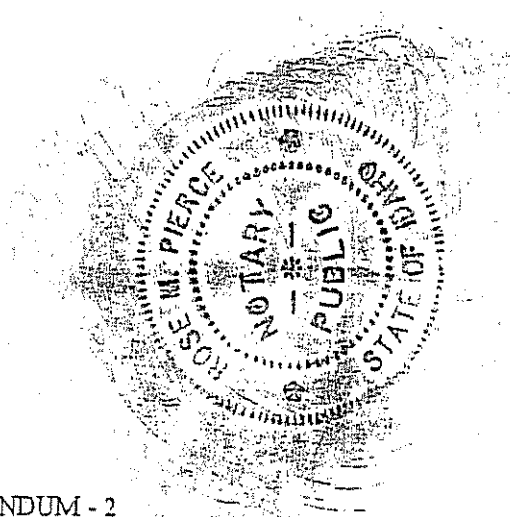
By John F. Lutz
John F. Lutz, Partner

By Myrl D. Schroeder
Myrl D. Schroeder, Partner

STATE OF IDAHO)
) :ss.
County of Twin Falls)

On this 9th day of March, in the year 2001, before me, a Notary Public in and for the State of Idaho, personally appeared JOHN F. LUTZ, known to me to be one of the two partners of the partners of S&L Development Company, an Idaho General Partnership, which partnership is a general partner of Wilderness Ranch, Ltd., an Idaho limited partnership, and the partner who subscribed the partnership name to the foregoing instrument and acknowledged to me that he executed the same in the partnership's name.

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

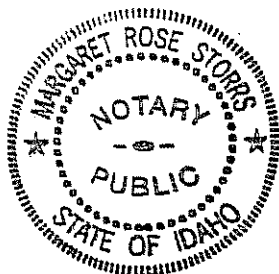


Rose M. Lince
Notary Public for State of Idaho
Residing at: Twin Falls, ID
My Commission Expires: 2-21-2003

STATE OF IDAHO)
 : ss.
County of Ada)

On this 16th day of March, in the year 2001, before me, a Notary Public in and for the State of Idaho, personally appeared MYRL D. SCHROEDER, known to me to be one of the two partners of the partners of S&L Development Company, an Idaho General Partnership, which partnership is a general partner of Wilderness Ranch, Ltd., an Idaho limited partnership, and the partner who subscribed the partnership name to the foregoing instrument and acknowledged to me that he executed the same in the partnership's name.

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





Notary Public for State of Idaho
Residing at: Boise
My Commission Expires: 05/14/2004

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: A63-02346
Date Received: 2/ 8/1989
Receipt No: W002177
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: VAL DEAN SCHROEDER 208-342-5948
Address: HC 33 BOX 1169
BOISE ID 83706
2. Date of Priority: JUL 26, 1920
3. Source: MORES CREEK Trib. to: BOISE RIVER
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 04N | 04E | 28 | NW | SE | | | BOISE |
5. Description of diverting works:
PUMP IN CREEK TO SPRINKLER SYSTEM ALONG WITH GRAVITY IRRIGATION.
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| IRRIGATION | 04/01 | 11/01 | 0.500 | | |
| STOCKWATER | 01/01 | 12/31 | 0.020 | | |
7. Total Quantity Appropriated is:
0.500 C.F.S. (and/or) A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
STOCKWATER, 20 HEAD
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	04E	28	SE	SW		IRR	15.0
			SE	SW		STOCK	

MICROFILMED
OCT 02 1996

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	15.0
					Total Acres	15.0

11. Place of use in counties: BOISE

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

13. Other Water Rights Used:
NONE

14. Remarks:

THE ORIGINAL LICENSE WAS ISSUED FOR 25" OF WATER FOR THE 15 ACRES WHICH THE CLAIMANT STATES IS NEEDED DUE TO POROUS SOIL, DECOMPOSED GRANITE. OWNERSHIP CHANGED BY LH 10/4/95.

15. Basis of Claim: LICENSE

Water Right Number: 14856

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

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

State of Idaho)
) SS.
County of _____)

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

Notary Public

Seal

Residing at _____

My Commission Expires _____