

RECEIVED
AUG 14 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 THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 37-90C
Date Received: 8/5/1988
Receipt No: S001313
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

LYNN T LEVY Phone: (208) 622-5959
PO BOX 46
SUN VALLEY ID 83353

JO ANN LEVY Phone: (208) 622-5959
PO BOX 46
SUN VALLEY ID 83353

THOMAS P ZIEGLER TRUST Phone: (208) 622-5959
THOMAS P ZIEGLER TRUSTEE
PO BOX 46
SUN VALLEY ID 83353

2. Date of Priority: 06/30/1895

3. Source: SILVER CREEK Trib. to: LITTLE WOOD RIVER
SILVER CREEK LITTLE WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01S	20E	36	NW SW	BLAINE	
01S	20E	36	NE SW	BLAINE	

5. Description of diverting works:

3 HEADGATES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
---------	------	----	--------	------------

IRRIGATION
STOCKWATER

4/01 11/01 1.6
1/01 12/31 0.03

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
01S	20E	36	NW	SW	IRRIGATION	39
			NE	SW	IRRIGATION	34
			SE	SW	IRRIGATION	27
			NW	NW	IRRIGATION	16
Section Acres						116
Total Acres						116

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

14. Remarks:

PORTION OF 37-0090 DECREE

15. Basis of Claim: Decreed

Form 92-144(1)-1100(4) July 1999

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

RECEIVED
JAN 15 2003
Department of Water Resources
Southern Region

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

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

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
A37-01223					
A37-00090C					

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

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

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

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

Warren C. Nisson, Jr.

Helen J. Nisson

4. New Owner/Claimant(s)

Lynn T. Levy, JoAnn A. Levy, Thomas P. Ziegler,

Name Connection (Check one): [] and, [] or, [] and/or

New Mailing Address

PO Box 46

City, State and ZIP Code

Sun Valley ID 83353

New Telephone Number

(208-622-5959

5. Date you acquired the property

12/30/02

Lynn Levy ConID = 164787

JoAnn Levy ConID = 304244

Trustee of the Thomas P. Ziegler Trust
dated
5/11/92
as tenants
in common

Form 12-2001-147(01) July, 2000

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

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

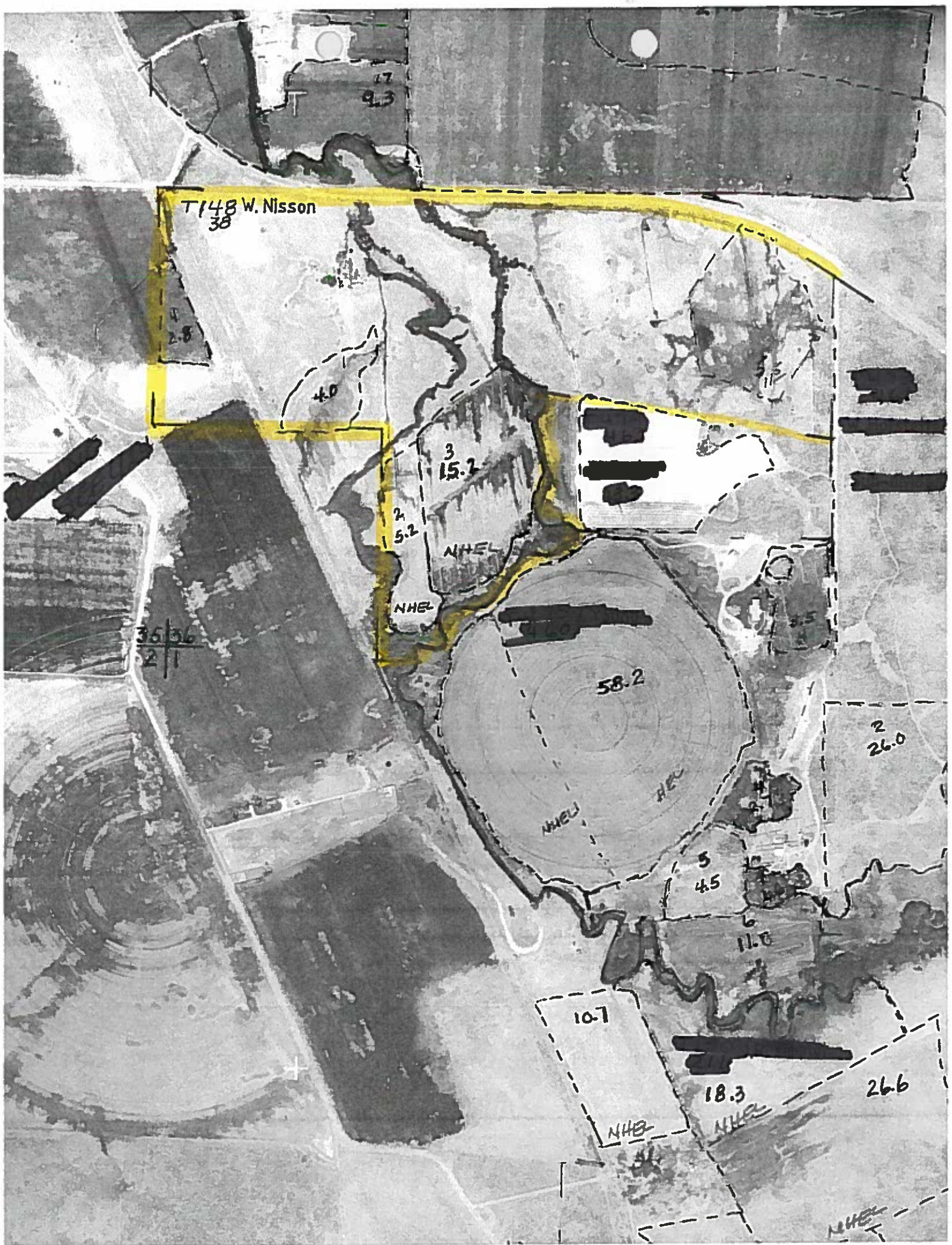
DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (area, number and type of stock, homes,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

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

[Handwritten signatures and names]
 TRUSTEE
 X *[Signature]*
 X *[Signature]*
 X *[Signature]*

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

For Office Use Only			
Received by <i>[Signature]</i>	Date <u>11/7/03</u>	Fee _____	
Received by _____	Date _____	Receipt No. _____	
Processed by <i>[Signature]</i>	Date _____	WR _____	Date _____



T148 W. Nisson
38

2.8

4.0

2
5.2

3
15.2

NHEU

NHEU

35/36
2/1

58.2

NHEU

2
26.0

5
4.5

6
11.8

10.7

18.3

26.6

NHEU

NHEU

NHEU

WARRANTY DEED

FOR VALUE RECEIVED

WARREN C. NISSON, JR. and HELEN J. NISSON, husband and wife

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

LYNN T. LEVY and JO ANN A. LEVY, husband and wife and THOMAS P. ZIEGLER,
Trustee of the THOMAS P. ZIEGLER TRUST dated May 11, 1992 as Tenants in Common

the grantees, whose current address is **PO Box 46**
Sun Valley, ID 83353

the following described premises, in **BLAINE COUNTY, IDAHO**, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO: Taxes, easements, restrictions, reservations, assessments and encumbrances as
shown of record, if any.

Instrument # 476080

HAILEY, BLAINE, IDAHO

2002-12-30 03:45:00 No. of Pages: 4

Recorded for : SUN VALLEY TITLE

MARSHA RIEMANN Fee: 12.00

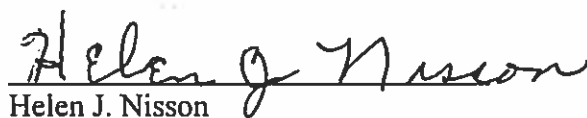
Ex-Officio Recorder Deputy

Index to: WTYQC/CORP DEED

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees
and their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said
Grantees, that he the owner in fee simple of said premises; that said premises are free from all
encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: December 27, 2002

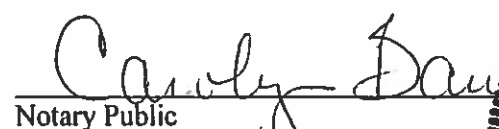

Warren C. Nisson, Jr.


Helen J. Nisson

State of: Idaho

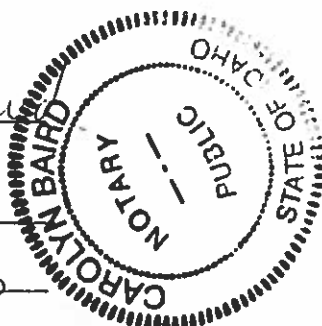
County of: Blaine

On this 30th day of Dec, 2002, Before me a Notary Public in and for said State,
personally appeared Warren C. Nisson, Jr. and Helen J. Nisson known or identified to me to be the
person whose name is subscribed to the within instrument, and acknowledged to me that they executed the
same.


Notary Public

Residing at Hailey

Comm. Expires 3/14/2003



- A parcel of land located in Section 36, Township 1 South, Range 20 East, Boise Meridian, Blaine County, Idaho, and more particularly described as follows:

Beginning at the West Quarter corner of said Section 36, from which the Southwest corner of said Section 36 bears South 00° 24' 06" East, 2726.28 feet;

THENCE South 89° 40' 28" East along the East-West centerline of said Section 36 for a distance of 264.23 feet to a point on the Northeasterly right of way of the abandoned Union Pacific Railroad;

THENCE North 25° 52' 03" West along the said railroad right of way for a distance of 80.44 feet to a found highway right of way monument and being the TRUE POINT OF BEGINNING;

THENCE the following courses and distances along the southerly right of way of US Highway Number 20:

South 88° 48' 46" East for a distance of 687.77 feet to a found highway right of way monument, station 887+96.62, 60.00 feet right of the centerline of Project 127-E;

THENCE Southeasterly 244.41 feet along a curve left having a radius of 1492.50 feet, delta angle of 09° 22' 57", and a long chord bearing South 85° 14' 20" East for a distance of 244.14 feet to a found highway right of way monument, station 890+31.4, 60.00 feet right of the centerline of Project 127-E;

THENCE North 89° 59' 26" East for a distance of 1508.19 feet to a found highway right of way monument, station 905+40.2, 60.00 feet right and is the point of spiral curvature of the centerline of Project F-231 (6);

THENCE Southeasterly along a spiral curve right parallel to and 60.00 feet distant Southwesterly from the centerline of Project F-231 (6) on a chord bearing South 88° 12' 53" East for a distance of 352.61 feet;

THENCE Southeasterly 698.41 feet along a curve right having a radius of 1849.86 feet, delta angle of 21° 37' 55", and a long chord bearing South 73° 47' 36" East for a distance of 694.27 feet;

THENCE Southeasterly along a spiral curve right parallel to and 60.00 feet distant Southwesterly from the centerline of Project F-231 (6) on a chord bearing South 60° 36' 14" East for a distance of 187.61 feet to a found 5/8 inch rebar and cap at the Northwest corner of Lot 3, Hofstetter Subdivision;

THENCE South 00° 27' 00" East for a distance of 985.06 feet along the westerly boundary of Lot 3, Hofstetter Subdivision to a found 5/8 inch rebar and cap;

THENCE North 80° 12' 57" West for a distance of 1573.85 feet along the Northerly boundary of Lot 2, Hofstetter Subdivision to the Northwest corner of Lot 2, Hofstetter Subdivision;

THENCE North 80° 12' 57" West for a distance of 22.24 feet to the approximate centerline of Silver Creek;

THENCE the following courses and distances along the approximate centerline of Silver Creek:

THENCE South 16° 09' 51" East for a distance of 124.89 feet;

THENCE South 32° 34' 49" West for a distance of 94.10 feet;

THENCE South 13° 33' 39" East for a distance of 242.86 feet;

THENCE South 21° 18' 28" East for a distance of 115.22 feet;

THENCE South 19° 10' 52" West for a distance of 197.67 feet;
THENCE South 41° 03' 03" East for a distance of 113.23 feet;
THENCE North 85° 35' 52" East for a distance of 100.41 feet;
THENCE South 48° 41' 21 " East for a distance of 67.93 feet;
THENCE South 14° 54' 54" West for a distance of 45. 96 feet;
THENCE South 63° 01' 44" West for a distance of 180.99 feet;
THENCE South 84° 00' 12" West for a distance of 106.39 feet;
THENCE South 39° 34' 39" West for a distance of 369.23 feet;
THENCE South 78° 39' 25" West for a distance of 254.29 feet;
THENCE South 02° 36' 25" East for a distance of 181.90 feet;
THENCE South 85° 00' 08" West for a distance of 148.08 feet;
THENCE South 10° 32' 06" West for a distance of 128.62 feet;
THENCE South 38° 48' 50" West for a distance of 69.06 feet to a point on the
Northeasterly right of way of the abandoned Union Pacific Railroad;
THENCE North 25° 52' 03" West along the said railroad right of way for a distance of
484.30 feet to a point on the Westerly boundary of the SE1/4 SW1/4 of said Section 36;
THENCE North 00° 31' 55" West along the Westerly boundary of the SE1/4 SW1/4 of
said Section 36 for a distance of 875.92 feet to the Northwest corner of the SE1/4 SW1/4
of said Section 36;
THENCE South 89° 55' 32" West along the Southerly boundary of the NW1/4 SW1/4 of
said Section 36 for a distance of 416.30 feet to a point on the Northeasterly right of way
of the abandoned Union Pacific Railroad;
THENCE North 25° 52' 03" West along the said railroad right of way for a distance of
1592.33 feet to the TRUE POINT OF BEGINNING.

A parcel of land located Southwesterly of the abandoned Union Pacific Railroad right of way and in the Northwest Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 20 East, Boise Meridian, Blaine County, Idaho, and more particularly described as follows:

Beginning at the West Quarter corner of said Section 36, from which the Southwest corner of said Section 36 bears South $00^{\circ} 24' 06''$ East, 2726.28 feet and being the TRUE POINT OF BEGINNING;

THENCE South $89^{\circ} 40' 28''$ East along the North boundary of the NW1/4 SW1/4 of said Section 36 for a distance of 41.34 feet to a point on the Southwesterly right of way of the abandoned Union Pacific Railroad;

THENCE South $25^{\circ} 52' 03''$ East along the said railroad right of way for a distance of 1513.63 feet to a point on the South boundary of the NW1/4 SW1/4 of said Section 36;

THENCE South $89^{\circ} 55' 32''$ West along the South boundary of the NW1/4 SW1/4 of said Section 36 for a distance of 692.17 feet to the Southwest corner of the NW1/4 SW1/4 of said Section 36;

THENCE North $00^{\circ} 24' 06''$ West along the West boundary of the NW1/4 SW1/4 of said Section 36 for a distance of 1363.14 feet to the TRUE POINT OF BEGINNING.



ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commonwealth
A LANDAMERICA COMPANY

OWNER'S POLICY OF TITLE INSURANCE

POLICY NUMBER
A60-0440059

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

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

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

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Wm. Chadwick Perrine

Secretary



By:

Janet A. Albert

President

EXCLUSIONS FROM COVERAGE

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

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

The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

in paragraphs (b)(1) or (11), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or contest any litigation.

Policy No. A60-0440059

POLICY OF TITLE INSURANCE

SCHEDULE A

Amount of Insurance: \$887,000.00

Policy No. A60-0440059

Premium: \$2,483.00

Order No. 02-17819

Date of Policy: December 30, 2002 at 3:46 PM

1. Name of Insured:

LYNN T. LEVY AND JO ANN A. LEVY AND THOMAS P. ZIEGLER, Trustee of the THOMAS P. ZIEGLER TRUST dated May 11, 1992

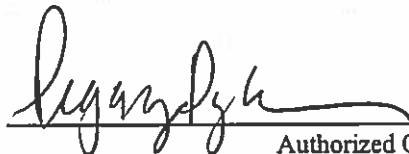
2. The estate or interest in the land described herein and which is covered by this policy is **FEE SIMPLE** and is at Date of Policy vested in:

LYNN T. LEVY AND JO ANN A. LEVY, husband and wife AND THOMAS P. ZIEGLER, Trustee of the THOMAS P. ZIEGLER TRUST dated May 11, 1992, as Tenants in Common

3. The land referred to in this policy is described in the said instrument, is situated in the County of **BLAINE**, State of **IDAHO**, and is identified as follows:

See Exhibit 'A'

Countersigned: _____



Authorized Officer or Agent

NM 1 PA 10

American Land Title Association Owners Policy

Schedule A

FORM 1190-13

SCHEDULE B**SPECIAL EXCEPTIONS
EXCEPTIONS FROM COVERAGE**

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

GENERAL (STANDARD) EXCEPTIONS

1. Any fact, rights interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

SPECIAL EXCEPTIONS

8. Levies and assessments of the Silver Creek Irrigation District, if any.
9. Powerline or utility easements which may affect the herein property.
10. Any adverse claim based on the assertion that the location of the Silver Creek has moved.
11. Any rights, interests or easements in favor of the public which exist or are claimed to exist over any part of said land covered by water.
12. Matters as shown on that certain Record of Survey prepared by JUB Engineers, Inc. for Warren Nisson, recorded November 8, 2002 as Instrument No. 473502, records of Blaine County, Idaho.
13. A Mortgage to secure an indebtedness as shown below, and any other obligations secured thereby.

Amount:	\$600,000.00
Dated:	September 6, 2002
Mortgagor:	LYNN T. LEVY AND JO ANN A. LEVY, husband and wife AND THOMAS P. ZIEGLER, Trustee of the THOMAS P. ZIEGLER TRUST dated May 11, 1992, as Tenants in Common
Mortgagee:	WARREN C. NISSON, JR. AND HELEN J. NISSON, husband and wife
Recorded:	December 30, 2002
Instrument No.:	476081, records of Blaine County, Idaho.

A parcel of land located in Section 36, Township 1 South, Range 20 East, Boise Meridian, Blaine County, Idaho, and more particularly described as follows:

Beginning at the West Quarter corner of said Section 36, from which the Southwest corner of said Section 36 bears South $00^{\circ} 24' 06''$ East, 2726.28 feet;

THENCE South $89^{\circ} 40' 28''$ East along the East-West centerline of said Section 36 for a distance of 264.23 feet to a point on the Northeasterly right of way of the abandoned Union Pacific Railroad;

THENCE North $25^{\circ} 52' 03''$ West along the said railroad right of way for a distance of 80.44 feet to a found highway right of way monument and being the TRUE POINT OF BEGINNING;

THENCE the following courses and distances along the southerly right of way of US Highway Number 20:

South $88^{\circ} 48' 46''$ East for a distance of 687.77 feet to a found highway right of way monument, station 887+96.62, 60.00 feet right of the centerline of Project 127-E;

THENCE Southeasterly 244.41 feet along a curve left having a radius of 1492.50 feet, delta angle of $09^{\circ} 22' 57''$, and a long chord bearing South $85^{\circ} 14' 20''$ East for a distance of 244.14 feet to a found highway right of way monument, station 890+31.4, 60.00 feet right of the centerline of Project 127-E;

THENCE North $89^{\circ} 59' 26''$ East for a distance of 1508.19 feet to a found highway right of way monument, station 905+40.2, 60.00 feet right and is the point of spiral curvature of the centerline of Project F-231 (6);

THENCE Southeasterly along a spiral curve right parallel to and 60.00 feet distant Southwesterly from the centerline of Project F-231 (6) on a chord bearing South $88^{\circ} 12' 53''$ East for a distance of 352.61 feet;

THENCE Southeasterly 698.41 feet along a curve right having a radius of 1849.86 feet, delta angle of $21^{\circ} 37' 55''$, and a long chord bearing South $73^{\circ} 47' 36''$ East for a distance of 694.27 feet;

THENCE Southeasterly along a spiral curve right parallel to and 60.00 feet distant Southwesterly from the centerline of Project F-231 (6) on a chord bearing South $60^{\circ} 36' 14''$ East for a distance of 187.61 feet to a found 5/8 inch rebar and cap at the Northwest corner of Lot 3, Hofstetter Subdivision;

THENCE South $00^{\circ} 27' 00''$ East for a distance of 985.06 feet along the westerly boundary of Lot 3, Hofstetter Subdivision to a found 5/8 inch rebar and cap;

THENCE North $80^{\circ} 12' 57''$ West for a distance of 1573.85 feet along the Northerly boundary of Lot 2, Hofstetter Subdivision to the Northwest corner of Lot 2, Hofstetter Subdivision ;

THENCE North $80^{\circ} 12' 57''$ West for a distance of 22.24 feet to the approximate centerline of Silver Creek;

THENCE the following courses and distances along the approximate centerline of Silver Creek:

THENCE South $16^{\circ} 09' 51''$ East for a distance of 124.89 feet;

THENCE South $32^{\circ} 34' 49''$ West for a distance of 94.10 feet;

THENCE South $13^{\circ} 33' 39''$ East for a distance of 242.86 feet;

THENCE South $21^{\circ} 18' 28''$ East for a distance of 115.22 feet;

THENCE South 19° 10' 52" West for a distance of 197.67 feet;
THENCE South 41° 03' 03" East for a distance of 113.23 feet;
THENCE North 85° 35' 52" East for a distance of 100.41 feet;
THENCE South 48° 41' 21 " East for a distance of 67.93 feet;
THENCE South 14° 54' 54" West for a distance of 45.96 feet;
THENCE South 63° 01' 44" West for a distance of 180.99 feet;
THENCE South 84° 00' 12" West for a distance of 106.39 feet;
THENCE South 39° 34' 39" West for a distance of 369.23 feet;
THENCE South 78° 39' 25" West for a distance of 254.29 feet;
THENCE South 02° 36' 25" East for a distance of 181.90 feet;
THENCE South 85° 00' 08" West for a distance of 148.08 feet;
THENCE South 10° 32' 06" West for a distance of 128.62 feet;
THENCE South 38° 48' 50" West for a distance of 69.06 feet to a point on the
Northeasterly right of way of the abandoned Union Pacific Railroad;
THENCE North 25° 52' 03" West along the said railroad right of way for a distance of
484.30 feet to a point on the Westerly boundary of the SE1/4 SW1/4 of said Section 36;
THENCE North 00° 31' 55" West along the Westerly boundary of the SE1/4 SW1/4 of
said Section 36 for a distance of 875.92 feet to the Northwest corner of the SE1/4 SW1/4
of said Section 36;
THENCE South 89° 55' 32" West along the Southerly boundary of the NW1/4 SW1/4 of
said Section 36 for a distance of 416.30 feet to a point on the Northeasterly right of way
of the abandoned Union Pacific Railroad;
THENCE North 25° 52' 03" West along the said railroad right of way for a distance of
1592.33 feet to the TRUE POINT OF BEGINNING.

A parcel of land located Southwesterly of the abandoned Union Pacific Railroad right of way and in the Northwest Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 20 East, Boise Meridian, Blaine County, Idaho, and more particularly described as follows:

Beginning at the West Quarter corner of said Section 36, from which the Southwest corner of said Section 36 bears South $00^{\circ} 24' 06''$ East, 2726.28 feet and being the TRUE POINT OF BEGINNING;

THENCE South $89^{\circ} 40' 28''$ East along the North boundary of the NW1/4 SW1/4 of said Section 36 for a distance of 41.34 feet to a point on the Southwesterly right of way of the abandoned Union Pacific Railroad;

THENCE South $25^{\circ} 52' 03''$ East along the said railroad right of way for a distance of 1513.63 feet to a point on the South boundary of the NW1/4 SW1/4 of said Section 36;

THENCE South $89^{\circ} 55' 32''$ West along the South boundary of the NW1/4 SW1/4 of said Section 36 for a distance of 692.17 feet to the Southwest corner of the NW1/4 SW1/4 of said Section 36;

THENCE North $00^{\circ} 24' 06''$ West along the West boundary of the NW1/4 SW1/4 of said Section 36 for a distance of 1363.14 feet to the TRUE POINT OF BEGINNING.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

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

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

- (i) the Amount of Insurance stated in Schedule A; or,
- (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

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

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

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

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

8. APPORTIONMENT.

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

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

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

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

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

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

11. LIABILITY NONCUMULATIVE.

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

12. PAYMENT OF LOSS.

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

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

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.**(a) The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

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

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

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

(b) The Company's Rights Against Non-Insured Obligors.

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

14. ARBITRATION.

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

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

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

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

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

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

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

16. SEVERABILITY.

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

17. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

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: A37-00090C
Date Received: 8/05/1988
Receipt No: S001313
Received By: Jan

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WARREN NISSON 208-788-4813
Address: P.O. BOX 362
HAILEY, ID 83333

2. Date of Priority: JUN 30, 1895

3. Source: SILVER CREEED Trib. to: LITTLE WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01S	20E	36		NE	SW		BLAINE
				NW	SW		BLAINE

5. Description of diverting works:
3 HEADGATES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.600		
STOCKWATER	01/01	12/31	0.030		

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

8. Total consumptive use is 348.0 Acre Feet Per Annum.

9. Non-irrigation uses:
~~S/80 BEEF CATTLE~~

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	20E	36	NW	NW		IRR	16.0

A37-00090C

Date: 08/05/88

*Should only be
for 20" on this WR
unrecorded trans.
SC
9-20-88*

MICROFILMED
FEB 22 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	20E	36	NE	SW		IRR	34.0
			NW	SW		IRR	39.0
			SE	SW		IRR	27.0
Section Acres							116.0
Total Acres							116.0

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
A37-01223

14. Remarks: *Part of 37-0090 Decree*

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

Decree Plaintiff

vs

Decree Defendant

16. Signature(s)

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

Number of attachments: 1

For Individuals:

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

Signature of Claimant(s): Warren E. Arison Date: 8-5-88

_____ Date: _____

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

Subscribed and sworn (or affirmed) before me this 5th day

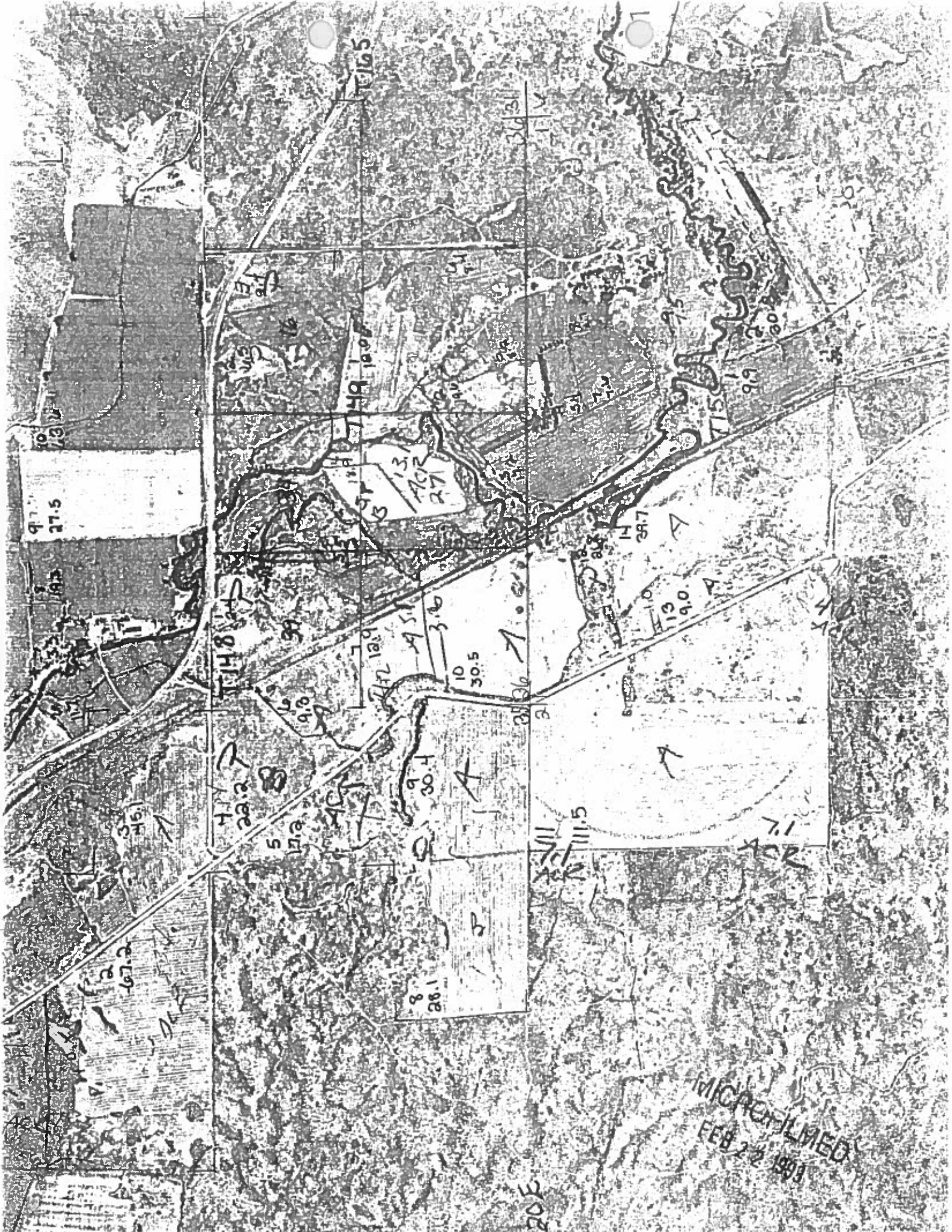
of August 19 88

Lori White
Notary Public

Seal

Residing at T.F.

My Commission Expires 5/95



MICROFILMED
FEB 22 1993

06/17/2008

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

RIGHT NUMBER: 37-90C

NAME AND ADDRESS: BUICH 1995 FAMILY TRUST
PO BOX 1084
ALAMO CA 94507-1084

SOURCE: SILVER CREEK

TRIBUTARY: LITTLE WOOD RIVER

QUANTITY: 0.400 CFS

The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

PRIORITY DATE: 06/30/1895

POINT OF DIVERSION:

T01S R20E S36 SWNNW Within BLAINE County

T01S R20E S36 SESWNW Within BLAINE County

T01S R20E S36 SESWNW Within BLAINE County

T01S R20E S36 SWSNW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.030 CFS
IRRIGATION	04/15 10/31	0.400 CFS

PLACE OF USE: IRRIGATION in BLAINE County

T01S R20E S36	SWNE	1.60	T01S R20E S36	SWNW	2.00
T01S R20E S36	SESW	0.50	T01S R20E S36	NESW	5.40
T01S R20E S36	NWSW	23.00	T01S R20E S36	SWSW	2.10
T01S R20E S36	SESW	16.00	T01S R20E S36	NWSE	22.00

STOCKWATER same as IRRIGATION

72.6 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 37-1223 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 72.6 ACRES IN A SINGLE IRRIGATION SEASON.

This right is limited to the irrigation of 20 acres within the place of use described above in a single irrigation season.

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

The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

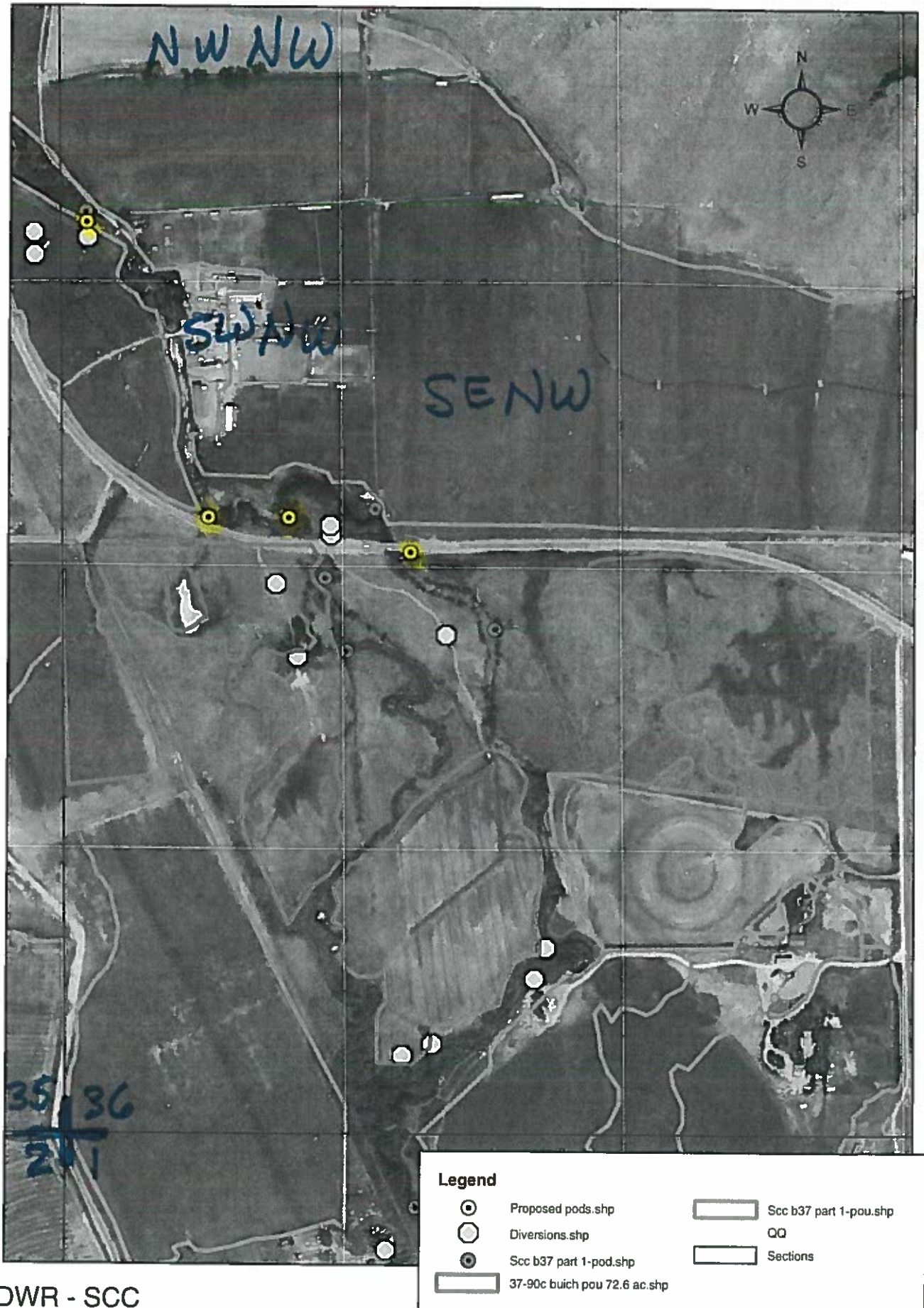
Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

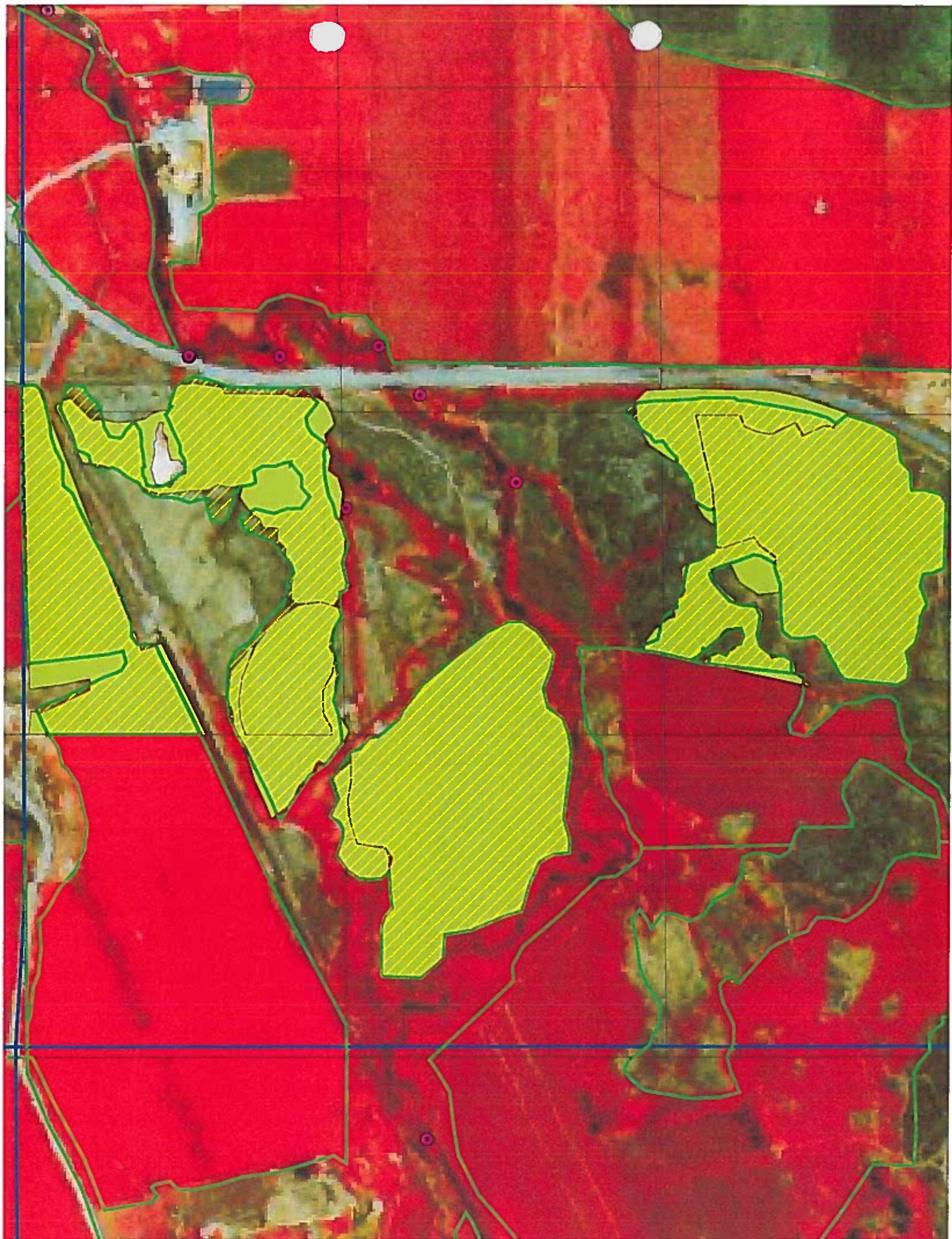
Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Buich Settlement: POD 37-90C, -1223



Buich Settlement: POD 37-90C, -1223







BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

April 13, 2007

Mr. Nick Spencer
Deputy Attorney General
Idaho Department of Water Resources
322 East Front Street
Boise, ID 83720
Sent: Via Fax (208) 287-6700
Re: Buich 37-1223 and 37-90C

Nick,

Attached is suggested language for the priority date for the 37-1223 right. I believe it addresses the reference to the Brett decree and certainly would be acceptable to Mr. Buich.

Regarding the difference between the recommended acreage of these two rights, there is a difference between Steve Clelland's .shp file and Brockway Engineering's .shp file of approximately 7.3 acres. (74.9-67.6) The largest difference is in the NW/SW of Section 36 which is the area around the pond and includes the area between two heavily irrigated parcels which you indicated in your email of March 5th, 2007 as the "area between the two irrigated parcels." Another area where there is a difference in .shp files is in the NW/SE of section 30, consisting of two acres. I believe the difference in the NW/SE, Section 30 is certainly subject to interpretation. However, I believe that the 5 acre difference in the Northwest/Southwest, Section 30 is definitely justified.

I would therefore suggest that an area of 72.6 acres is justified and would suggest that we jointly agree on 72.6 acres for Water Rights 37-1223 and 37-90C.

Please let me know your thoughts. We would like to settle this matter.

Sincerely,

Charles E. Brockway, P.E.

Cc: Evan Robertson
File

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

PRIORITY DATE
WATER RIGHT NO. 37-1223

1. Eliminate recommended priority date of 12/28/1932. Replace with: Pursuant to a call in times of scarcity, this right is senior to all other water rights that did not result from developed water in Silver Creek, and established and controlled by, and subject to, the provisions contained in the decree rendered on December 28, 1932, by the Fourth District Court of the State of Idaho, Lincoln County, in *C.F. Brett and Frank A. Clark v. Sewell H. Chapman, Water Master*, Case No. 2816.

10/23/2006

IDAHO DEPARTMENT OF WATER RESOURCES

~~PRELIMINARY~~ RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-90C

NAME AND ADDRESS: BUICH 1995 FAMILY TRUST
PO BOX 1084
ALAMO CA 94507-1084

SOURCE: SILVER CREEK

TRIBUTARY: LITTLE WOOD RIVER

QUANTITY: 0.400 CFS

The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

PRIORITY DATE: 06/30/1895

POINT OF DIVERSION:

T01S R20E S36 SWNNW Within BLAINE County

T01S R20E S36 SESWNW Within BLAINE County

T01S R20E S36 SESWNW Within BLAINE County

T01S R20E S36 SWSNW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.030 CFS
IRRIGATION	04/15 10/31	0.400 CFS

PLACE OF USE: IRRIGATION Within BLAINE County

T01S R20E S36	SWNE	1.40	T01S R20E S36	SWNW	1.40
T01S R20E S36	SENE	0.20	T01S R20E S36	NESW	5.50
T01S R20E S36	NWSW	20.00	T01S R20E S36	SWSW	2.10
T01S R20E S36	SESW	16.00	T01S R20E S36	NWSE	21.00

STOCKWATER same as IRRIGATION

67.6 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 37-1223 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 67.6 ACRES IN A SINGLE IRRIGATION SEASON.

This right is limited to the irrigation of 20 acres within the place of use described above in a single irrigation season.

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

The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

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

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



Idaho Department of Water Resources

SRBA Recommendation:

37-90C

37-1223

(Irrigation)

Legend

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

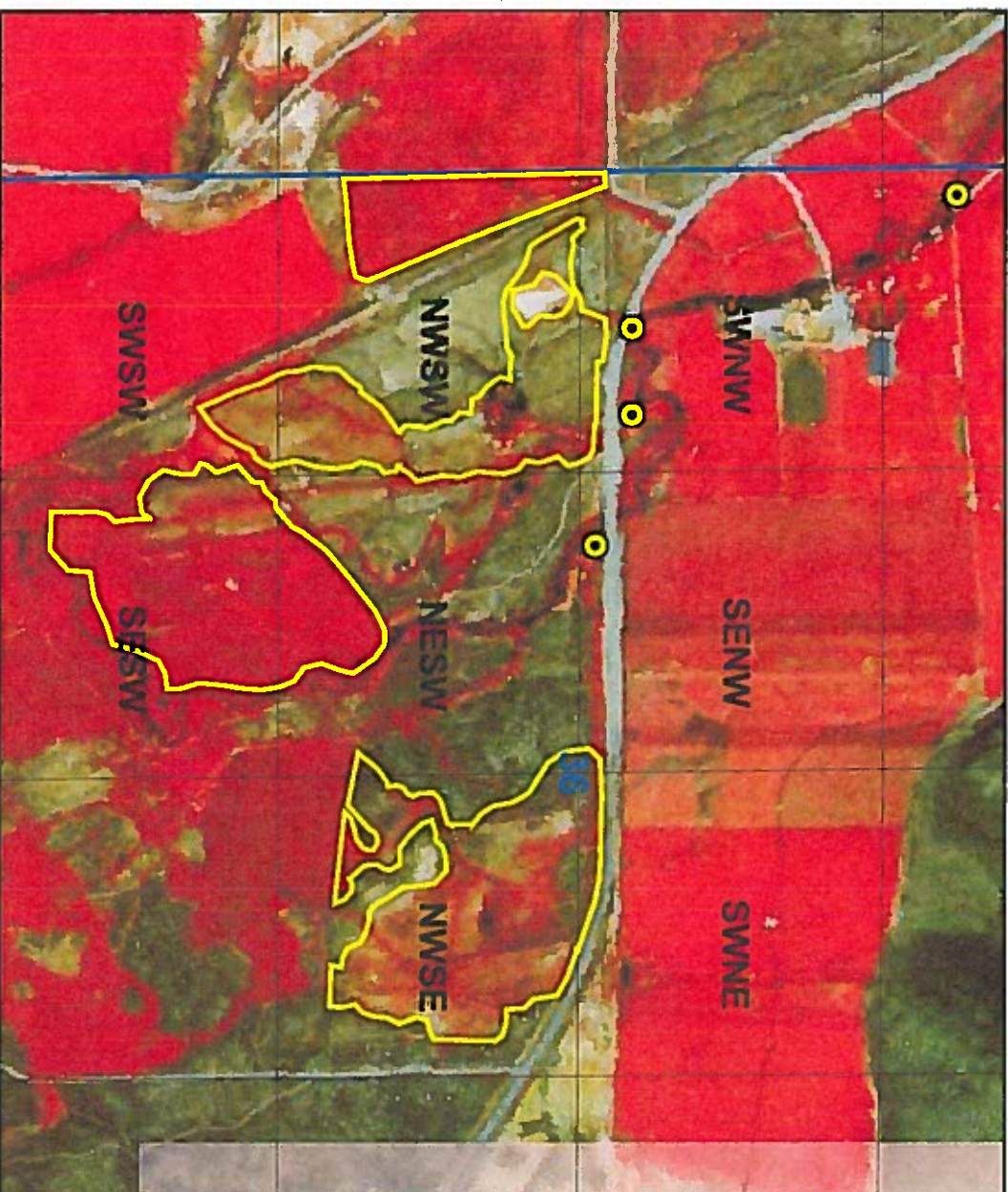


Blaine County
IDWR Basin 37

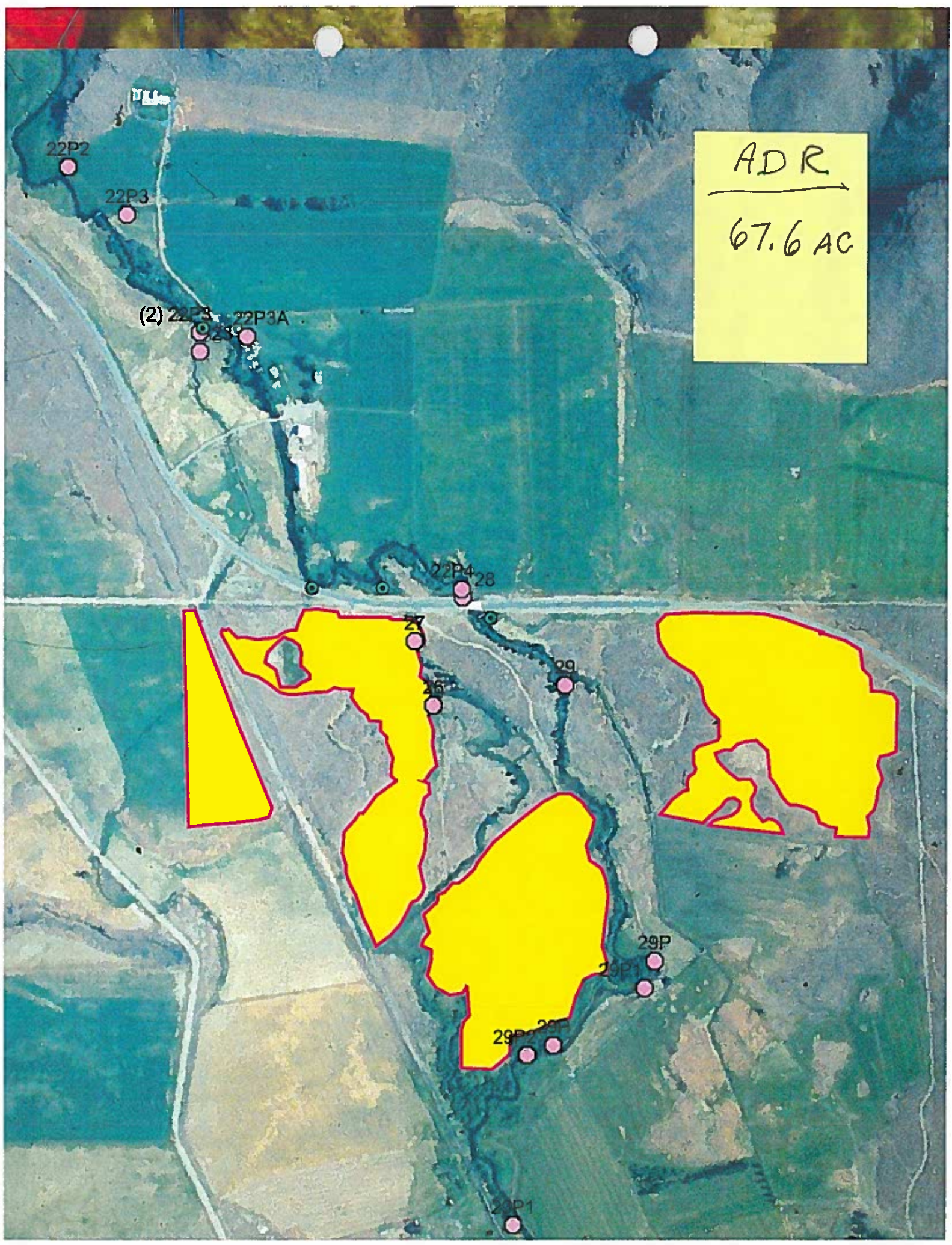


T01S

R20E



Prepared by S. Clelland
On Monday, October 23, 2006
1987/88 Aerial Photography



ADR
67.6 AC

04/14/2005

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

RIGHT NUMBER: 37-90C
NAME AND ADDRESS: LYNN T LEVY
PO BOX 46
SUN VALLEY ID 83353

JO ANN A LEVY
PO BOX 46
SUN VALLEY ID 83353

THOMAS P ZIEGLER TRUST
THOMAS P ZIEGLER TRUSTEE
PO BOX 46
SUN VALLEY ID 83353

SOURCE: SILVER CREEK TRIBUTARY: LITTLE WOOD RIVER

QUANTITY: 0.400 CFS

Use of this right with Right No. 37-1223 is limited to a total combined diversion rate of 1.6 cfs.

The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.

PRIORITY DATE: 06/30/1895

POINT OF DIVERSION:

T01S R20E S36 NESW Within BLAINE County
T01S R20E S36 NWSW Within BLAINE County
T01S R20E S36 NWSW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.030 CFS
IRRIGATION	04/15 10/31	0.400 CFS

PLACE OF USE: IRRIGATION Within BLAINE County

T01S R20E S36	NESW	5.0	T01S R20E S36	NWSW	4.0
T01S R20E S36	SESW	15.0	T01S R20E S36	NWSE	17.0

STOCKWATER same as IRRIGATION

41 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 37-1223 IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 41 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.

The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: Decreed

04/14/2005

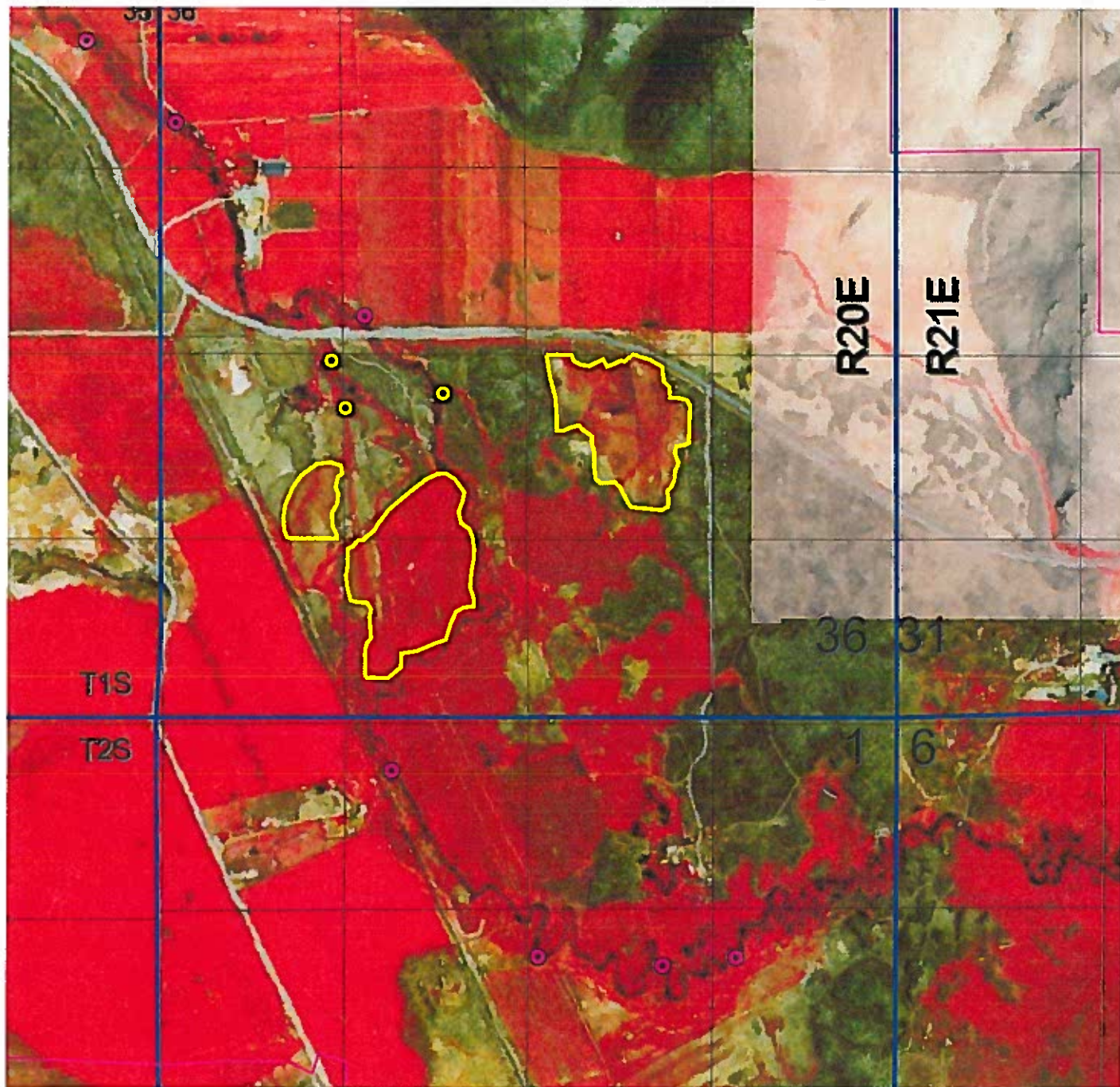
IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

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

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

IDAHO DEPT OF WATER RESOURCES

37-90C & 37-1223



1320 0 1320 Feet

-  Basin 37 part 1-POU
-  Basin 37 part 1-POD
-  Ownership FED-Private
-  Streams
-  Section Lines
-  Quarter - Quarter lines

TWN: 1S
RNG: 20E
SEC. 36



GIS Place of Use Presentation
NAPP Aerial Photo 1987/1988
By Steve Clelland

Date: APRIL 14, 2005

4/14/05
SCC

37-90C

37-1223

-1223 is a perpetual right that exceeds 1" AC
limit both rights to 1.60 cfs combined.

Priority - found the decree date for this right
as 12-28-1932

POD found 3 headgates in Brockway GPS files

POU found 46 acres irrigated within land owned.

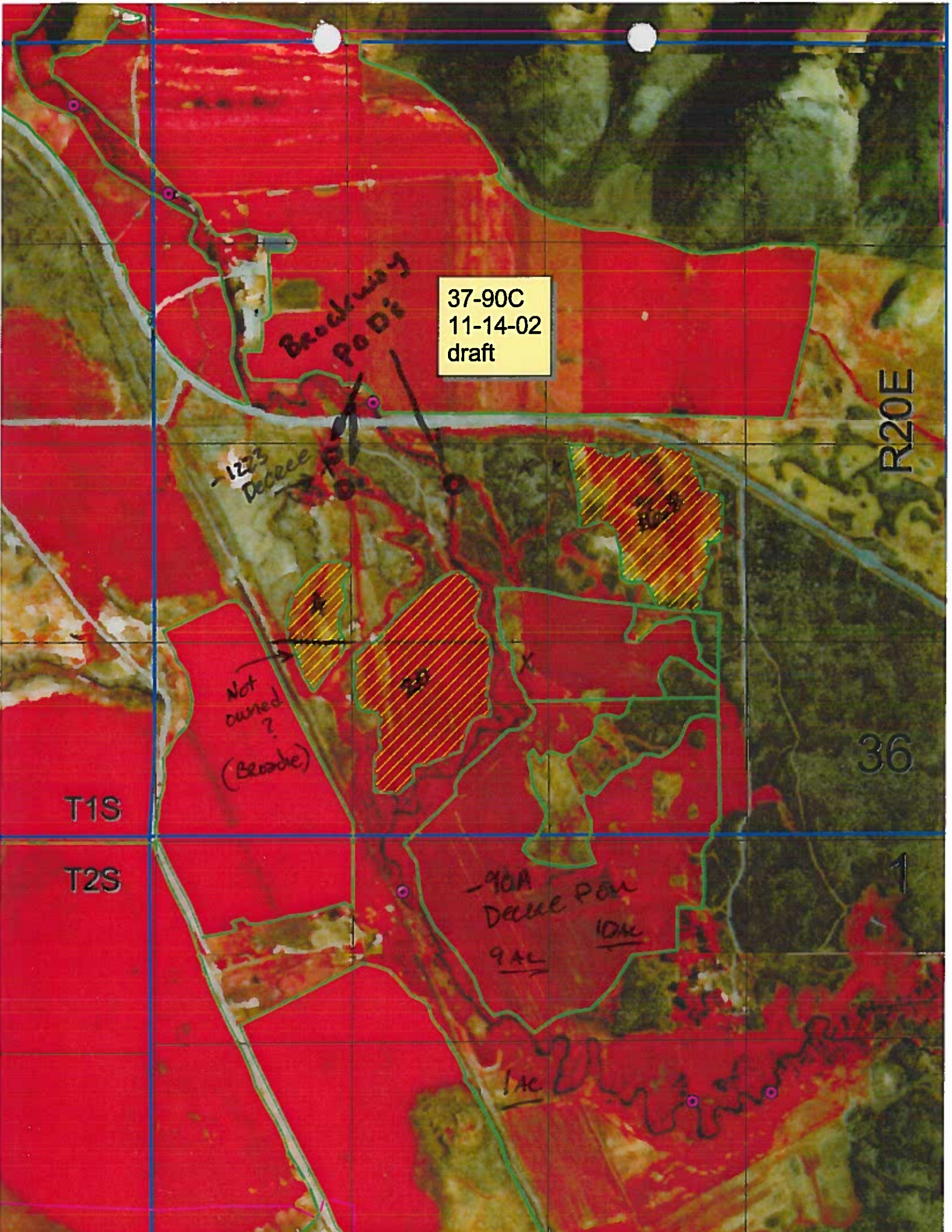
10/23/06 Amended Dis. Rept.

POU: revised POU to closer match w/ Brockway
POU = 67.6 AC (add 1006 for -90C)
20 acres.

POD: I still disagree with POD's located by
Brockway in GIS but will allow them.
Does not match WM/Brockway GPS
locations from 2003.

Q: drop combined limit of 1.6 cfs

perpetual remark? no new revision provided
by IDWR or claimants.



37-90C
11-14-02
draft

Breakway
P.O. Di

1223
Decease

Not owned?
(Beade)

-90A
Decease P.O.
10Ac
9Ac

1Ac

R20E

36

1

T1S

T2S



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 30, 2003

LYNN T LEVY
JOANN LEVY
THOMAS P ZIEGLER
PO BOX 46
SUN VALLEY ID 83353

Re: SRBA Claim(s) 37-90C, 37-1223

Dear Mr. and Mrs. Levy and Mr. Ziegler:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer records of the claim(s) noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enc.

LYNN T. LEVY, M.D.

Box 46

Sun Valley, Idaho 83353

(208) 622-5959

IDWR

1/14/03

1341 Filmore St.

Suite 200

Twin Falls ID 83301 - 3380

RECEIVED

JAN 15 2003

Department of Water Resources
Southern Region

Enclosed are forms
& documents for "Notice of
change in Water Right Ownership"

Please let me know
if anything else is needed.

Sincerely,

Lynn T. Levy

SUN VALLEY
TITLE
C O M P A N Y



January 6, 2003

Mr. Lynn T. Levy
Mrs. Jo Ann A. Levy
Mr. Thomas P. Ziegler
PO Box 46
Sun Valley, ID 83353

RE: Our Order No. 02-17819
19125 US Highway 20, Blaine County, ID

Dear Mr. and Mrs. Levy and Mr. Ziegler:

Regarding the above, the following documents are enclosed:

- Original Warranty Deed #476080
- Owner's Policy of Title Insurance #A60-0440059

Your insurance policy protects the real estate you have purchased and guarantees your ownership. We have your records permanently on file; simply reference the above order number for efficient processing of future title orders.

If you sell or obtain a loan on this property within two years, Sun Valley Title Company will reduce your new policy fee by 25% of the enclosed policy's basic premium rate. We would like you to know that we appreciate your business. Please remember to designate Sun Valley Title Company for your future title needs. Thank you.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Peggy Pyle", is written over the typed name.

Peggy Pyle
Title Department Manager

PRP/slc

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-90A

WATER RIGHT NUMBER: 37-90A

Owner Type Name and Address
 Current Owner CHARLES F BRETT

, ZZ

Priority Date: 06/30/1895

Basis: Decreed

Status: Active

Source
 SILVER CREEK

Tributary
 LITTLE WOOD RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	/ to /	0.400 CFS	
	<u>Total Diversion:</u>	0.400 CFS	

only 20" left

Location of Point(s) of Diversion

SILVER CREEK	SE1/4NW1/4	Sec. 36, Twp 01S, Rge 20E, B.M.
BLAINE County		
SILVER CREEK	SW1/4NW1/4	Sec. 36, Twp 01S, Rge 20E, B.M.
BLAINE County		
SILVER CREEK	NE1/4SW1/4	Sec. 36, Twp 01S, Rge 20E, B.M.
BLAINE County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02S	20E	1		10.0			9.0			1.0									20.0
				L 2			L 3												

Total Acres: 20

Conditions of Approval:Remarks:

1. General

EXACT P/U DETERMINED FROM TRANS. 2492.
 P/D NOT GIVEN IN DECREE BUT VERIFIED BY WATERMASTER.

Pou does not match
 w/ claims 37-90C

Comments:

11/14/02
 scu

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-90A

Dates and Other Information:

Licensed Date:
Decreed Date: 12/13/1909
Water Supply Bank Enrollment Accepted:
Water Supply Bank Enrollment Removed:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number: 37M
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number:
Judicial District:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

TRANSMITTAL COVER SHEET

TO: ROB STRUTHERS

FAX # 788-5435

TOTAL PAGES SENT: 5

(including cover sheet)

DOCUMENT DESCRIPTION: PROFILE REPORTS OF WATER RIGHT RECORD

37-01223 AND SNAKE RIVER BASIN ADJUDICATION CLAIMS A37-00090C

AND A37-01223. ALSO WR AND SRBA SUMMARY FOR 37-00090.

FROM:

IDAHO DEPARTMENT OF WATER RESOURCES

1341 FILLMORE ST, STE 200

TWIN FALLS ID 83301-3380

PHONE: 736-3033

FAX: 736-3037

CHARGES: One (1) free copy
per request, cover sheet not
counted. Two (2) or more
copies per request will cost
\$0.25 per page. (\$0.50
minimum)

Please consider this document as a billing statement.

The charge for your fax copies is: _____

Please remit to the above address.

SENDER:

Carey Skinner

COMMENTS:

NOTE 37-00090 HAS BEEN OVER
CLAIMED IN THE SNAKE RIVER BASIN ADJUDICATION.

SD-0611-2 Basin: 37 Starting Water Right: 00090

S E L	Water Right No.	Name Last, First	O W N	Priority Date	STG/ STS	Source	Use Desc	S Y S
	37-00090			00/00/0000	/			WR
	37-00090A	BRETT, CHARLES F.	C	06/30/1895	D/	SILVER CREEK	IRR	WR
	37-00090B			00/00/0000	/			WR
	37-00090C	HOFSTETTER, WALTER J	C	06/30/1895	D/	SILVER CREEK	IRR	WR
		HOFSTETTER, MARIANNE	C					
	37-00090D	YOUNG, JACK	C	06/30/1895	D/	SILVER CREEK	IRR	WR
		YOUNG, FLORENCE	C					
	A37-00090A	SPLIT RIGHT	C	06/30/1895	/Z	SILVER CREEK SPLIT RIGHT	IRR	AJ
	A37-00090C	NISSON, WARREN	C	06/30/1895	D/	SILVER CREED	IRR STOCK	AJ
	A37-00090D	HOFSTETTER, WALTER J	C	06/30/1895	D/	SILVER CREEK	IRR	AJ
		HOFSTETTER, MARIANNE	C					
	A37-00090E	YOUNG, FLORENCE M	C	06/30/1895	D/	SILVER CREEK	IRR	AJ
		YOUNG, JACK S	C					

(GOLD6=Print Profile Rpt For All Rights/Claims on Screen)

(Enter=Continue)

(GOLD7=This Query)

(GOLD8=Cancel)

(Menu _____)

*Listed WR & Acs
Still accurate
as of 4/13/05
see*

WATER RIGHT RECORDS

37-00090A 0.40 cfs for 20 acres

37-00090C 0.50 cfs for 23 acres

37-00090D 0.70 cfs for 81.3 acres

TOTAL = 1.60 cfs for 124.3 acres

SNAKE RIVER BASIN ADJUDICATION CLAIMS

A37-00090C 1.60 cfs for 116.0 acres

A37-00090D 0.48 cfs for 73.8 acres

A37-00090E 0.72 cfs for 84.5 acres (split)

TOTAL = 2.8 cfs for 274.3 acres

**NOTE: RATE
AND ACRES
OVER CLAIMED
IN SRBA!**