

04/10/2007

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

RIGHT NUMBER: 1-10026

NAME AND ADDRESS: GEORGE NEWBY
5156 E HEISE RD
RIRIE ID 83443

CLARA NEWBY
5156 E HEISE RD
RIRIE ID 83443

SOURCE: SNAKE RIVER

TRIBUTARY: COLUMBIA RIVER

QUANTITY: 5.300 CFS

PRIORITY DATE: 05/01/1902

POINT OF
DIVERSION: T04N R41E S31 SENWSW Lot 6 Within JEFFERSON County
T04N R41E S31 SWNESE Lot 3 Within JEFFERSON County
T04N R41E S31 NWNWE Lot 4 Within JEFFERSON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	5.300 CFS

PLACE OF USE: IRRIGATION in JEFFERSON County

T04N R41E S31	SWNE	17.00	T04N R41E S31	SENE	0.60
T04N R41E S31	NENW	3.40	T04N R41E S31 Lot 1	NWNW	5.90
T04N R41E S31 Lot 2	SWNW	22.00	T04N R41E S31	SENW	36.00
T04N R41E S31 Lot 5	NESW	15.00	T04N R41E S31 Lot 6	NWSW	0.30
T04N R41E S31 Lot 3	NESE	9.80	T04N R41E S31 Lot 4	NWSE	19.00

129 ACRES TOTAL

Use of this right with the rights listed below is limited to the irrigation of a combined total of 129.0 acres in a single irrigation season. Combined Right Nos.: 1-10026, 1-10027, and 1-10520.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

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

Water is delivered through Newby Pumps.

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

This right is a split from former right 01-00072

11/13/2006

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

RIGHT NUMBER: 1-10026

NAME AND ADDRESS: CLARA NEWBY
5156 E HEISE RD
RIRIE ID 83443

SOURCE: SNAKE RIVER

TRIBUTARY: COLUMBIA RIVER

QUANTITY: 5.300 CFS

PRIORITY DATE: 05/01/1902

POINT OF DIVERSION:

T04N R41E S31 SENWSW Lot 6 Within JEFFERSON County
T04N R41E S31 SWNESE Lot 3 Within JEFFERSON County
T04N R41E S31 NWNWE Lot 4 Within JEFFERSON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	5.300 CFS

PLACE OF USE: IRRIGATION in JEFFERSON County

T04N R41E S31	SWNE	17.00	T04N R41E S31	SENE	0.60
T04N R41E S31	NENW	3.40	T04N R41E S31 Lot 1	NWNW	5.90
T04N R41E S31 Lot 2	SWNW	22.00	T04N R41E S31	SENE	36.00
T04N R41E S31 Lot 5	NESW	15.00	T04N R41E S31 Lot 6	NWSW	0.30
T04N R41E S31 Lot 3	NESE	9.80	T04N R41E S31 Lot 4	NWSE	19.00

129 ACRES TOTAL

Use of this right with the rights listed below is limited to the irrigation of a combined total of 129.0 acres in a single irrigation season. Combined Right Nos.: 1-10026, 1-10027, and 1-10520.

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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

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This right is a split from former right 01-00072.



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A • Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

EASTERN REGION

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Interim Director

April 11, 2007

GEORGE NEWBY
CLARA NEWBY
5156 E HEISE RD
RIRIE ID 83443

RE: Notice of Change of Water Right Ownership (NCO) for 01-10026, 01-10027,
01-10520 and Notice of Completed Administrative Proceeding (NCAP)

Dear Sir/Madam:

The Idaho Department of Water Resources (IDWR) received an NCO changing the right holder for the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated.

Furthermore, as directed by the SRBA Court, this office mailed a copy of the updated water right record(s) to each party listed on the enclosed NCAP. The intent of this mailing is to ensure each party has a current record of water right(s) as recorded in the SRBA.

Please feel free to contact me if you have any questions concerning this matter.

Respectfully,

Jennifer Crabtree
Technical Records Specialist

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 SRBA

)

Water Rights: 01-10026, 01-10027,
01-10520

Case No. 39576

)

)

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following Administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party CLARA NEWBY – CLARA & GEORGE NEWBY
- ☐ I.C. § 42-222 transfer
 - ☐ point of diversion ☐ place of use
 - ☐ period of use ☐ nature of use
 - ☐ split of water right ☐ change in ownership

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 4-11-07

Ernest Carlson

Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on April 13, 2007, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:
CLARA NEWBY
5156 E HEISE RD
RIRIE ID 83443

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:
CLARA & GEORGE NEWBY
5156 E HEISE RD
RIRIE ID 83443

4. One copy to:

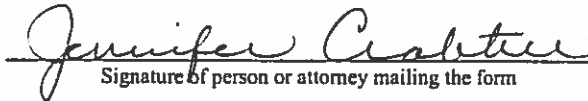
Each party in the subcase, or attorney of record
N/A

5. One copy each to:

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

6. One Copy to:

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724



Signature of person or attorney mailing the form

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

RECEIVED
JAN 18 2007
 Department of Water Resources
 Eastern 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(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
1-10520					
1-10027					
1-10026					

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)

Clara Newby
5156 E Heise Rd Ririe Id

4. New Owner/Claimant(s)

George Newby
 Name Connector (Check one) ☐ and, ☐ or, ☐ and/or

New Mailing Address

5156 E Heise Rd 5156 E
Ririe Id 83443 Heise Rd

City, State and ZIP Code

New Telephone Number

(208) 538-5097

5. Date you acquired the property

1994

Don't take claim off.
 Contract won't be paid
 until 2017 + 2019.

✓
 CM 04-10-07

RECEIVED
JAN 18 2007
Department of Water Resources
Eastern Region

AGREEMENT

THIS AGREEMENT is made and entered into as of the 10th day of January, 1996, by and between CLARA K. NEWBY, 5160 East Heise Road, Ririe, Idaho, 83443 ("Seller"), and GEORGE E. NEWBY and TENNESSEE S. NEWBY, husband and wife, 5156 East Heise Road, Ririe, Idaho 83443 ("Buyers").

Recitals

WHEREAS, a Contract of Sale for 7N Ranch Property was made and entered into as of the 16th day of August, 1994, by and between CLARA K. NEWBY and THE MARVON M. NEWBY TESTAMENTARY FAMILY TRUST, CLARA K. NEWBY TRUSTEE as Sellers and GEORGE E. NEWBY and TENNESSEE S. NEWBY, husband and wife, as Buyers (the "7N Contract"); and

WHEREAS, the Trust has assigned, transferred and conveyed to Clara K. Newby all of its rights, title and interest in the 7N Contract; and

WHEREAS, Clara K. Newby desires, subject to the terms of this Agreement, to give all of her rights, title and interest in the 7N Contract to George E. Newby and Tennessee S. Newby; and

WHEREAS, George E. Newby and Tennessee S. Newby desire to accept such gift subject to the terms of this Agreement;

NOW, THEREFORE, Seller and Buyers agree as follows:

1. Seller hereby gives all of her rights, title and interest in the 7N Contract to Buyers.

2. Buyers hereby accept such gift subject to the terms of this Agreement.

3. Buyers acknowledge and agree that Clara K. Newby, Marvon M. Newby, Jr., Vera Anne Anderson, Vernon L. Newby and Virginia Louise Rundberg (the "Rights Holders") shall continue to have the rights granted in Sections 13 (Right of First Refusal) and 14 (Options to Purchase Lots) as set forth in the 7N Contract.

4. Upon Buyers request, Seller will provide a quitclaim deed to Buyers for the real property which is the subject of the 7N Contract as described therein. On the other hand, if Buyers elect to have a survey performed of such real property at Buyers' expense, Seller will provide a quitclaim deed to Buyers based on the surveyed real property description. The provisions of Section 6 of the 7N Contract notwithstanding, Seller shall not be required to provide a policy of title insurance to Buyers. Buyers further

agree that Seller shall not be responsible or liable for any inaccuracy in any real property description contained in any deed from Seller to Buyers for the real property which is the subject of the 7N Contract. Seller agrees on behalf of herself, her estate and her heirs and assigns to cooperate with Buyers to correct any inaccuracy that may occur in any deed description of such real property.

5. The gift of Seller's interest in the 7N Contract shall be complete and final as of the date of this Agreement.

6. The rights of any of the Rights Holders set forth in Sections 13 and 14 of the 7N Contract may only be amended, modified or changed by a written instrument executed by Buyers and the affected Rights Holder(s).

7. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho.

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

SELLER

Clara K. Newby
Clara K. Newby

BUYERS

George E. Newby
George E. Newby

Tennessee S. Newby
Tennessee S. Newby

CONTRACT OF SALE

RECEIVED
JAN 18 2007
Department of Water Resources
Eastern Region

THIS AGREEMENT is made and entered into as of the 16th day of August, 1994, by and between CLARA K. NEWBY, 5160 East Heise Road, Ririe, Idaho 83443, and THE MARVON M. NEWBY TESTAMENTARY FAMILY TRUST, CLARA K. NEWBY TRUSTEE, 5160 East Heise Road, Ririe, Idaho 83443, hereinafter called "Sellers", and GEORGE E. NEWBY and TENNESSEE S. NEWBY, husband and wife, 5156 East Heise Road, Ririe, Idaho 83443, hereinafter called "Buyers"

WITNESSETH:

1. Property. Sellers agree to sell to Buyers, and Buyers agree to buy from Sellers, on the terms and conditions herein specified, the following:

(a) The real property situated in Jefferson County, Idaho described on the attached Exhibit A and all water rights, including, without limitation, the shares of Palisades Water Stock, appertaining to such real property (the "Real Property").

(b) The personal property described on the attached Exhibit B (the "Personal Property").

The Real Property and the Personal Property are sometimes herein after referred to collectively as the "Property."

2. Price. Buyers shall pay Sellers for the Property a purchase price of One Hundred Sixty-Four Thousand Five Hundred Dollars (\$164,500.00), payable as follows:

(a) Buyers shall make annual principal payments to Sellers in the amount of Eight Thousand Two Hundred Twenty-Five Dollars (\$8,225.00) commencing on October 1, 1999, and in the same amount on October 1 of each year thereafter to and including

October 1, 2019, when the final principal payment of Eight Thousand Two Hundred Twenty-Five Dollars (\$8,225.00) shall be paid.

(b) The unpaid principal balance of the purchase price shall bear interest at the rate of six percent (6%) per annum from the date of this Agreement. Buyers shall make annual payments of interest to Sellers, with the first payment of accrued interest due on October 1, 1995 and payments of accrued interest due on October 1 of each year thereafter until all amounts due under this Agreement have been paid in full. The foregoing notwithstanding, Buyer may elect not to pay interest until the fifth anniversary date (October 1, 1999) of this Agreement. Any annual interest not paid on or before its due date as a result of such election shall be added to principal and thereafter bear interest as provided in this Agreement.

(c) Buyers may make earlier or additional payments at any time without penalty. Each payment shall be applied first to accrued interest to the date of payment and the balance to principal. Interest shall accrue only on the unpaid principal balance.

(d) All payments, whether principal or interest, shall be made payable as follows:

(i) Thirty-one and five-tenths percent (31.5%) of the amount of the payment shall be made payable to Clara K. Newby.

(ii) Sixty-eight and five-tenths percent (68.5%) shall be made payable to Clara K. Newby as Trustee of the Marvon M. Newby Testamentary Family Trust.

3. Possession. Buyers shall have the right to possession of the Property upon the execution of this Agreement.

4. Maintenance. The Buyers agree that they will, at their own expense, maintain the Property in good condition, order and repair during the life of this Agreement, reasonable wear and tear excepted.

5. Taxes. Sellers shall pay fifteen-twenty-fourths ($15/24$) of the 1994 and all prior taxes and assessments levied and assessed against the Property and Buyers shall pay nine-twenty-fourths ($9/24$) of the 1994 and all subsequent taxes and assessments levied and assessed against the Property when the same are due and payable and before the same shall become delinquent.

6. Deed and Title Insurance. Upon full payment of the purchase price under this Agreement, Sellers shall deliver a good and sufficient Warranty Deed to Buyers for the Real Property and a Bill of Sale to Buyers for the Personal Property, free from all encumbrances except any assumed or placed thereon by Buyers. Sellers also shall deliver to Buyers a policy of title insurance insuring title in the Real Property subject to easements of record and other usual exceptions.

7. Default Remedies. Time and punctuality of payment are the essence and material part of this Agreement. If Buyers shall default in the performance of the terms of this Agreement, Sellers may cause notice in writing to be given to Buyers, specifying items causing the default. The notice shall be served upon Buyers by depositing it in any United States Post Office, addressed to Buyers

certified mail, postage prepaid, and the notice shall be deemed served on Buyers upon its deposit in the United States Post Office. If Buyers shall fail to cure any noticed default within thirty (30) days after the service of the notice, then Sellers may elect to:

(a) Declare the entire unpaid balance on this Agreement, including principal, interest, taxes, assessments, attorneys' fees, and any other sums owing Sellers to be immediately due and owing; and

(b) Elect to either:

(i) Bring suit to establish the balance owing under this Agreement as a debt due by Buyers to Sellers, and to foreclose this Agreement as a trust deed securing the debt, in accordance with the laws of the State of Idaho relating to the foreclosure of trust deeds, including the right to a deficiency judgment; no notice to Buyers of Sellers' election to pursue this remedy is required prior to suit, or;

(ii) Declare this Agreement to be terminated due to the default. In that event this Agreement shall be immediately terminated, and Buyers shall forfeit all rights to the Property, and all payments made on this Agreement shall be retained by Sellers as liquidated damages for the breach of this Agreement. In that event Buyers agree to immediately surrender possession of the Property, and any improvements made thereon shall attach to and become a part of the Property, and shall be retained as liquidated damages. If notice of election of this remedy is not given in the notice of default, then an additional certified mail notice of the

election to terminate the Agreement shall be given, and Buyers agree to immediately vacate the Property upon receipt of the notice; and

(c) To record in Jefferson County, Idaho a Quitclaim Deed, with after acquired clause, from Buyers to Sellers, which the Buyers shall deliver to Sellers upon the execution of this Agreement; and

(d) To pursue any other remedy in law or equity to enforce the performance, or to recover damages for the breach, of this Agreement.

8. Attorneys' Fees. In the event either party to this Agreement shall be required to employ an attorney for the enforcement of this Agreement, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees. Further, in the event of any default by Buyers, Buyers agree to pay attorneys' fees of Sellers in issuing any notice of default, or otherwise enforcing this Agreement, without suit.

9. Inspection of Property. Buyers have inspected the Property, and every part and portion thereof, and have found the same to be fully satisfactory and suitable in all respects to Buyers' intended purpose. Buyers understand and agree they are relying solely upon their inspection and review of the Property, and the Property, and every part and portion thereof, are being purchased "AS IS" without warranty to condition, suitability or otherwise by Sellers. ANY WARRANTY AS TO THE CONDITION OF ALL OR ANY OF THE PROPERTY IS EXPRESSLY DISCLAIMED.

10. Binding Effect. This Agreement is binding upon the parties to this Agreement, and their respective successors, heirs, administrators and assigns.

11. Legal Representation. Clara Newby has been represented by Billy G. DuPree, Jr., Attorney at Law, in this transaction. Sellers have recommended and given Buyers the opportunity to seek their own legal advice.

12. Transfer Restricted. The sale of the Property or any part thereof, or any assignment of this Agreement shall not be valid or binding, except upon the prior written consent of Sellers, which consent may be conditioned on full payment of the entire balance of the purchase price and all accrued interest under this Agreement. Any sale or assignment must be expressly subject to the rights of Sellers under this Agreement. Buyers shall not permit any liens against, or otherwise encumber in anyway, the Property, without the prior written consent of Sellers.

13. Right of First Refusal. If at any time within twenty-five (25) years after the date of this Agreement, Buyers receive a bona fide written offer for the purchase of the Real Property, Buyers shall first offer the property to Clara K. Newby and her children who are then living, on the same terms and conditions as contained in such offer, as follows:

(a) Buyers shall deliver written notice of the bona fide offer to each of Clara K. Newby, Marvon M. Newby, Jr., Vera Anne Anderson, Vernon L. Newby and Virginia Louise Rundberg who are then

living (hereinafter the "Rights Holders"). Such written notice shall contain the terms and conditions of the written offer.

(b) The Rights Holders and each of them shall then have sixty (60) days to agree to purchase the Real Property on the same terms and conditions as the bona fide written offer. Any and all of the Rights Holders shall have the right to purchase the property on such terms and conditions.

(c) If more than one of the Rights Holders elects to purchase the Real Property pursuant to the terms and conditions of the bona fide written offer, the Rights Holders who elect to purchase the Real Property shall do so in equal proportion or as they otherwise may agree.

(d) Any change in the bona fide written offer to Buyers for the purchase of the Real Property will require a new notice to the Rights Holders pursuant to the provisions of this Section 13.

14. Options to Purchase Lots. If any Rights Holders, as defined in Section 13 of this Agreement, shall desire to have a recreational lot for his or her own personal use, such Rights Holder may select a single lot not to exceed five acres to purchase for such purpose from the Real Property. Each of the Rights Holders shall have the option to purchase such real property for a purchase price of \$1,500.00 per acre on the following terms:

(a) The option must be exercised within three (3) years after the death of Clara K. Newby.

(b) In order to exercise the option, written notice of such exercise must be given to Buyers and include a description of the

desired area for the lot. The desired location for the lot must not interfere with the business of Buyers and Buyers must agree to such location, which agreement shall not be unreasonably withheld.

(c) The Rights Holder exercising the option shall have the lot surveyed, at the Rights Holder's expense. Upon agreement as to the location of the lot and the surveying of the lot, the lot shall be transferred to the Rights Holder by grant deed upon payment of the purchase price to Buyers.

(d) The Rights Holders have been given a similar option under the Contract of Sale for 7N Ranch Property dated as of the 16th day of August, 1994, by and between Clara K. Newby and the Marvon M. Newby Testamentary Family Trust, Clara K. Newby Trustee, as Sellers, and George E. Newby and Tennessee S. Newby, as Buyers. If any Rights Holder elects to exercise the option to purchase a lot under that contract, such Rights Holder shall no longer have the right to exercise the option provided in this Section 14.

15. Profits on Resale by Buyers. Should Buyers resale the Real Property at any time within ten (10) years after the death of Clara K. Newby and receive a profit on such resale in excess of \$50,000.00, the Buyers hereby agree to divide the profit in excess of \$50,000.00 into as many equal shares as there are children (including George E. Newby) of Clara K. Newby then living and children of Clara K. Newby then deceased with issue then living. One (1) share shall be distributed to each child of Clara K. Newby then living, and one (1) share shall be distributed to the then living issue of each deceased child of Clara K. Newby by

representation. As a child of Clara K. Newby, George E. Newby or his issue by representation shall receive one (1) share. Profit as used in this Section 15 shall mean the difference between what Buyers paid for the Property under this Agreement and the fair market value of what Buyers receive upon its resale, less sale expenses. If the purchase price of the business is made in more than one payment, Buyers shall allocate each payment received proportionately to those persons entitled to receive the entire resale proceeds.

16. Indemnification; Insurance.

(a) During the life of this Agreement, Buyers shall indemnify and hold harmless Sellers from and against any loss, claim, damage, injury or liability of any kind relating to Buyers use or possession of the Property, or any part thereof.

(b) Buyers shall keep all insurable improvements on the property insured against fire and other casualty, with extended coverage, with a reputable insurer, in the full reasonable insurable amount, and with a loss payable clause in favor of Sellers. A certificate of insurance shall be furnished to Sellers and a further certificate furnished on each renewal of the policy.

(c) Buyers shall maintain personal injury and property insurance in an amount customary for the nature of business Buyers shall conduct on the Property, which shall name Sellers as an additional insured. A certificate of insurance shall be furnished to Sellers and a further certificate furnished on each renewal of the policy.

17. Notice of Contract. Buyers and Sellers shall execute a "Notice of Contract of Sale" and record the Notice with the County Recorder of Jefferson County, Idaho. Buyers and Sellers shall each pay one-half of the recording fee.

18. Notices. Notice may be given to any party under this Agreement by certified mail, return receipt requested, at the addresses set forth above. Any party may change its address for notice by written notice in compliance with this Section 18.

19. Variations in Pronouns. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context or circumstances may require.

20. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

21. Further Actions. Each party to this Agreement agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions and purposes of this Agreement.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior oral or written agreements of the parties relating to the subject matter of this Agreement.

23. Amendment. This Agreement may not be amended, modified or changed except in writing executed by all parties.

24. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SELLERS

Clara K. Newby
Clara K. Newby

MARVON M. NEWBY TESTAMENTARY
FAMILY TRUST

Clara K. Newby
Clara K. Newby, Trustee

BUYERS

George E. Newby
George E. Newby

Tennessee S. Newby
Tennessee S. Newby

STATE OF IDAHO)
 :ss
County of Madison)

On this 16th day of August, in the year 1994, before me, a Notary Public, personally appeared CLARA K. NEWBY, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same, individually and as Trustee of the Marvon M. Newby Testamentary Family Trust.

Billy G. Dubree, Jr.
Notary Public for Idaho
Residing at: Rexburg, ID
My Commission Expires: 12/3/98

STATE OF IDAHO)
 :ss
County of Madison)

On this 16th day of August, 1994, before me, the undersigned,
a Notary Public in and for said State, personally appeared GEORGE
E. NEWBY and TENNESSEE S. NEWBY, husband and wife, known to me to
be the persons whose names are subscribed to the within instrument
and acknowledged to me that they executed the same.

Billy H. Dufree, Jr.
Notary Public for Idaho
Residing At: Rexburg, ID
My Commission Expires: 12/3/98

Exhibit A

The Real Property shall include the following described real property located in Jefferson County, Idaho:

Section 31, Township 4 North, Range 41 East, Boise Meridian:

All real property owned by Sellers that is situated east of the lane that extends from the Forest Service Road south and then southeast and then south to the creek and southern boundary of the property.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, specifically including, but not being limited to:

All water, ditch and other water rights appurtenant to or associated with said premises whether represented by shares of stock or membership certificates in a water corporation, irrigation district, or otherwise, such as shares of water stock in Palisades Water Users, Incorporated.

The Real Property, as described above, is intended to include the real property outlined in yellow on the map attached hereto as Exhibit A-1. The parties have agreed that they do not want to incur the expense of a survey of the property to obtain a more precise legal description. The parties acknowledge and agree that at some time in the future a survey may be required to obtain a more precise legal description of the property. If so, the survey shall be performed at the expense of Buyers.

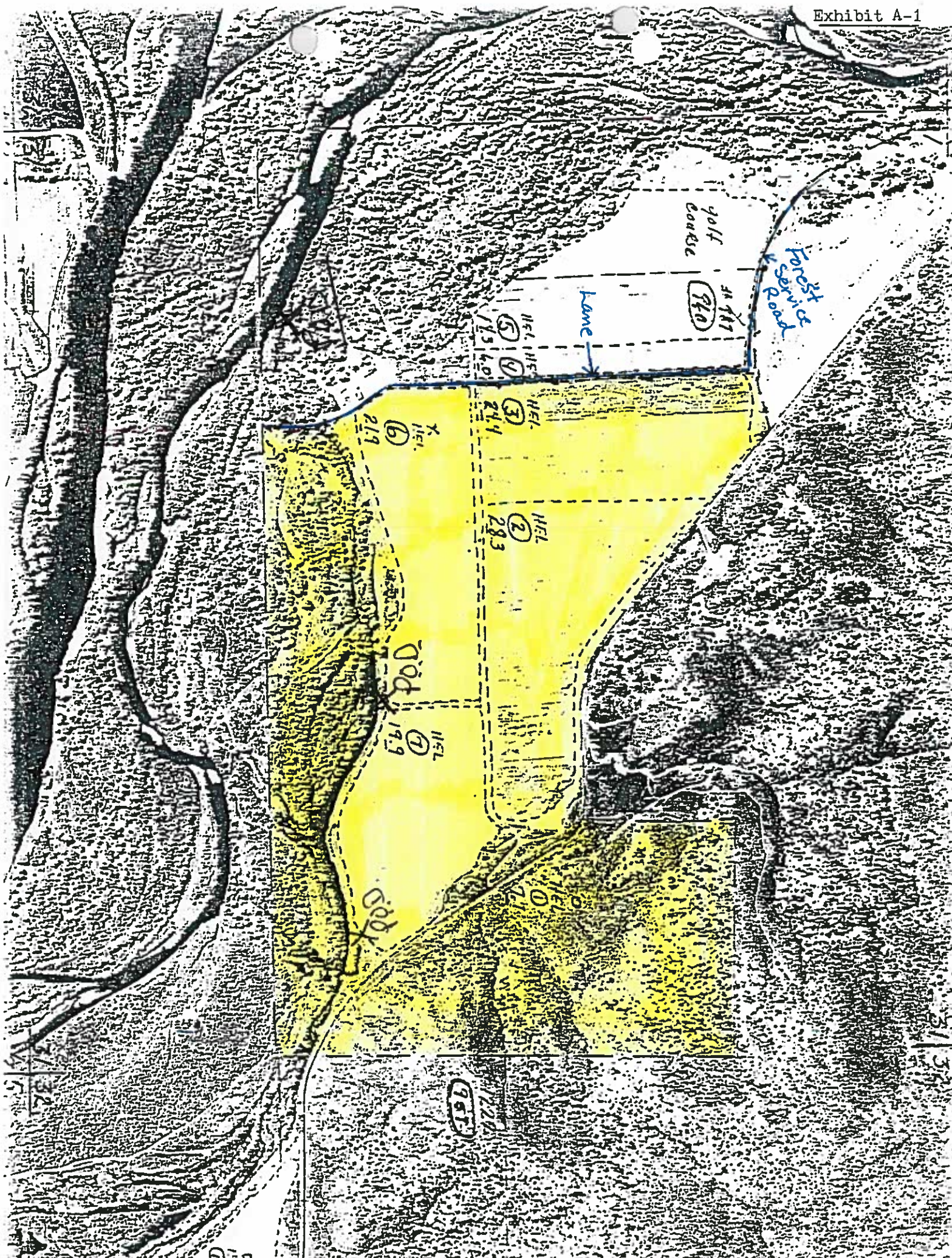


Exhibit B

All irrigation equipment located on the Real Property.

RECEIVED
JAN 18 2007
Department of Water Resources
Eastern Region

CONTRACT OF SALE
FOR 7N RANCH PROPERTY

THIS AGREEMENT is made and entered into as of the 16th day of August, 1994, by and between CLARA K. NEWBY, 5160 East Heise Road, Ririe, Idaho 83443, and THE MARVON M. NEWBY TESTAMENTARY FAMILY TRUST, CLARA K. NEWBY TRUSTEE, 5160 East Heise Road, Ririe, Idaho 83443, hereinafter called "Sellers", and GEORGE E. NEWBY and TENNESSEE S. NEWBY, husband and wife, 5156 East Heise Road, Ririe, Idaho 83443, hereinafter called "Buyers"

WITNESSETH:

1. Property. Sellers agree to sell to Buyers, and Buyers agree to buy from Sellers, on the terms and conditions herein specified, the following:

(a) The real property and improvements situated in Jefferson County, Idaho described on the attached Exhibit A and all water rights, including, without limitation, the shares of Palisades Water Stock, appertaining to such real property. Clara K. Newby has a thirty-one and five-tenths percent (31.5%) interest and The Marvon M. Newby Testamentary Family Trust has a sixty-eight and five-tenths percent (68.5%) interest in the real property, which is valued at \$75,000.00. Clara K. Newby alone also has an interest in the improvements on the real property, which interest is valued at \$37,770.00. Such improvements and real property are sometimes hereinafter referred to as the "Real Property."

(b) The personal property described on the attached Exhibit B (the "Personal Property"). Clara K. Newby has a one hundred percent (100%) interest in the Personal Property, which interest is valued at \$7,230.00.

The Real Property and the Personal Property are sometimes herein after referred to collectively as the "Property."

2. Price. Buyers shall pay Sellers for the Property a purchase price of One Hundred Twenty Thousand Dollars (\$120,000.00), payable as follows:

(a) Buyers shall make annual principal payments to Sellers in the amount of Six Thousand Dollars (\$6,000.00) commencing on October 1, 1997, and in the same amount on October 1 of each year thereafter to and including October 1, 2017, when the final principal payment of Six Thousand Dollars (\$6,000.00) shall be paid.

(b) The unpaid principal balance of the purchase price shall bear interest at the rate of six percent (6%) per annum from the date of this Agreement. Buyers shall make annual payments of interest to Sellers, with the first payment of accrued interest due on October 1, 1995 and payments of accrued interest due on October 1 of each year thereafter until all amounts due under this Agreement have been paid in full.

(c) Buyers may make earlier or additional payments at any time without penalty. Each payment shall be applied first to accrued interest to the date of payment and the balance to principal. Interest shall accrue only on the unpaid principal balance.

(d) All payments, whether principal or interest, shall be made payable as follows:

(i) Fifty-seven and two-tenths percent (57.2%) of the amount of the payment shall be made payable to Clara K. Newby.

(ii) Forty-two and eight-tenths percent (42.8%) shall be made payable to Clara K. Newby as Trustee of the Marvon M. Newby Testamentary Family Trust.

The percentage interests of Clara K. Newby and the Marvon M. Newby Testamentary Family Trust have been set to reflect their respective ownership interests in the Real Property and Personal Property.

3. Possession. Buyers shall have the right to possession of the Property upon the execution of this Agreement.

4. Maintenance. The Buyers agree that they will, at their own expense, maintain the Property in good condition, order and repair during the life of this Agreement, reasonable wear and tear excepted.

5. Taxes. Sellers shall pay fifteen-twenty-fourths (15/24) of the 1994 and all prior taxes and assessments levied and assessed against the Property and Buyers shall pay nine-twenty-fourths (9/24) of the 1994 and all subsequent taxes and assessments levied and assessed against the Property when the same are due and payable and before the same shall become delinquent.

6. Deed and Title Insurance. Upon full payment of the purchase price under this Agreement, Sellers shall deliver a good and sufficient Warranty Deed to Buyers for the Real Property and a Bill of Sale to Buyers for the Personal Property, free from all encumbrances except any assumed or placed thereon by Buyers. Sellers also shall deliver to Buyers a policy of title insurance

insuring title in the Real Property subject to easements of record and other usual exceptions.

7. Default Remedies. Time and punctuality of payment are the essence and material part of this Agreement. If Buyers shall default in the performance of the terms of this Agreement, Sellers may cause notice in writing to be given to Buyers, specifying items causing the default. The notice shall be served upon Buyers by depositing it in any United States Post Office, addressed to Buyers certified mail, postage prepaid, and the notice shall be deemed served on Buyers upon its deposit in the United States Post Office. If Buyers shall fail to cure any noticed default within thirty (30) days after the service of the notice, then Sellers may elect to:

(a) Declare the entire unpaid balance on this Agreement, including principal, interest, taxes, assessments, attorneys' fees, and any other sums owing Sellers to be immediately due and owing; and

(b) Elect to either:

(i) Bring suit to establish the balance owing under this Agreement as a debt due by Buyers to Sellers, and to foreclose this Agreement as a trust deed securing the debt, in accordance with the laws of the State of Idaho relating to the foreclosure of trust deeds, including the right to a deficiency judgment; no notice to Buyers of Sellers' election to pursue this remedy is required prior to suit, or;

(ii) Declare this Agreement to be terminated due to the default. In that event this Agreement shall be immediately

terminated, and Buyers shall forfeit all rights to the Property, and all payments made on this Agreement shall be retained by Sellers as liquidated damages for the breach of this Agreement. In that event Buyers agree to immediately surrender possession of the Property, and any improvements made thereon shall attach to and become a part of the Property, and shall be retained as liquidated damages. If notice of election of this remedy is not given in the notice of default, then an additional certified mail notice of the election to terminate the Agreement shall be given, and Buyers agree to immediately vacate the Property upon receipt of the notice; and

(c) To record in Jefferson County, Idaho a Quitclaim Deed, with after acquired clause, from Buyers to Sellers, which the Buyers shall deliver to Sellers upon the execution of this Agreement; and

(d) To pursue any other remedy in law or equity to enforce the performance, or to recover damages for the breach, of this Agreement.

8. Attorneys' Fees. In the event either party to this Agreement shall be required to employ an attorney for the enforcement of this Agreement, with or without suit, the defaulting party agrees to pay the prevailing party's reasonable attorneys' fees. Further, in the event of any default by Buyers, Buyers agree to pay attorneys' fees of Sellers in issuing any notice of default, or otherwise enforcing this Agreement, without suit.

9. Inspection of Property. Buyers have inspected the Property, and every part and portion thereof, and have found the same to be fully satisfactory and suitable in all respects to Buyers' intended purpose. Buyers understand and agree they are relying solely upon their inspection and review of the Property, and the Property, and every part and portion thereof, are being purchased "AS IS" without warranty to condition, suitability or otherwise by Sellers. ANY WARRANTY AS TO THE CONDITION OF ALL OR ANY OF THE PROPERTY IS EXPRESSLY DISCLAIMED.

10. Binding Effect. This Agreement is binding upon the parties to this Agreement, and their respective successors, heirs, administrators and assigns.

11. Legal Representation. Clara Newby has been represented by Billy G. DuPree, Jr., Attorney at Law, in this transaction. Sellers have recommended and given Buyers the opportunity to seek their own legal advice.

12. Transfer Restricted. The sale of the Property or any part thereof, or any assignment of this Agreement shall not be valid or binding, except upon the prior written consent of Sellers, which consent may be conditioned on full payment of the entire balance of the purchase price and all accrued interest under this Agreement. Any sale or assignment must be expressly subject to the rights of Sellers under this Agreement. Buyers shall not permit any liens against, or otherwise encumber in anyway, the Property, without the prior written consent of Sellers.

13. Right of First Refusal. If at any time within twenty-five (25) years after the date of this Agreement, Buyers receive a bona fide written offer for the purchase of the Real Property, Buyers shall first offer the property to Clara K. Newby and her children who are then living, on the same terms and conditions as contained in such offer, as follows:

(a) Buyers shall deliver written notice of the bona fide written offer to each of Clara K. Newby, Marvon M. Newby, Jr., Vera Anne Anderson, Vernon L. Newby and Virginia Louise Rundberg who are then living (hereinafter the "Rights Holders"). Such written notice shall contain the terms and conditions of the written offer.

(b) The Rights Holders and each of them shall then have sixty (60) days to agree to purchase the Real Property on the same terms and conditions as the bona fide written offer. Any and all of the Rights Holders shall have the right to purchase the property on such terms and conditions.

(c) If more than one of the Rights Holders elects to purchase the Real Property pursuant to the terms and conditions of the bona fide written offer, the Rights Holders who elect to purchase the Real Property shall do so in equal proportion or as they otherwise may agree.

(d) Any change in the bona fide written offer to Buyers for the purchase of the Real Property will require a new notice to the Rights Holders pursuant to the provisions of this Section 13.

14. Options to Purchase Lots. If any Rights Holders, as defined in Section 13 of this Agreement, shall desire to have a

recreational lot for his or her own personal use, such Rights Holder may select a single lot not to exceed five acres to purchase for such purpose from the Real Property. Each of the Rights Holders shall have the option to purchase such real property for a purchase price of \$1,500.00 per acre on the following terms:

(a) The option must be exercised within three (3) years after the death of Clara K. Newby.

(b) In order to exercise the option, written notice of such exercise must be given to Buyers and include a description of the desired area for the lot. The desired location for the lot must not interfere with the business of Buyers and Buyers must agree to such location, which agreement shall not be unreasonably withheld.

(c) The Rights Holder exercising the option shall have the lot surveyed, at the Rights Holder's expense. Upon agreement as to the location of the lot and the surveying of the lot, the lot shall be transferred to the Rights Holder by grant deed upon payment of the purchase price to Buyers.

(d) The Rights Holders have been given a similar option under the Contract of Sale dated as of the 16th day of August, 1994, by and between Clara K. Newby and the Marvon M. Newby Testamentary Family Trust, Clara K. Newby Trustee, as Sellers, and George E. Newby and Tennessee S. Newby, as Buyers. If any Rights Holder elects to exercise the option to purchase a lot under that contract, such Rights Holder shall no longer have the right to exercise the option provided in this Section 14.

15. Indemnification; Insurance.

(a) During the life of this Agreement, Buyers shall indemnify and hold harmless Sellers from and against any loss, claim, damage, injury or liability of any kind relating to Buyers use or possession of the Property, or any part thereof.

(b) Buyers shall keep all insurable improvements on the property insured against fire and other casualty, with extended coverage, with a reputable insurer, in the full reasonable insurable amount, and with a loss payable clause in favor of Sellers. A certificate of insurance shall be furnished to Sellers and a further certificate furnished on each renewal of the policy.

(c) Buyers shall maintain personal injury and property insurance in an amount customary for the nature of business Buyers shall conduct on the Property, which shall name Sellers as an additional insured. A certificate of insurance shall be furnished to Sellers and a further certificate furnished on each renewal of the policy.

16. Notice of Contract. Buyers and Sellers shall execute a "Notice of Contract of Sale," and record the Notice with the County Recorder of Jefferson County, Idaho. Buyers and Sellers shall each pay one-half of the recording fee.

17. Notices. Notice may be given to any party under this Agreement by certified mail, return receipt requested, at the addresses set forth above. Any party may change its address for notice by written notice in compliance with this Section 17.

18. Variations in Pronouns. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context or circumstances may require.

19. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

20. Further Actions. Each party to this Agreement agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions and purposes of this Agreement.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior oral or written agreements of the parties relating to the subject matter of this Agreement.

22. Amendment. This Agreement may not be amended, modified or changed except in writing executed by all parties.

23. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties have executed this Agreement.

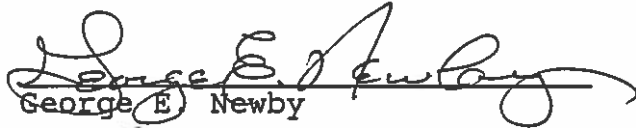
SELLERS

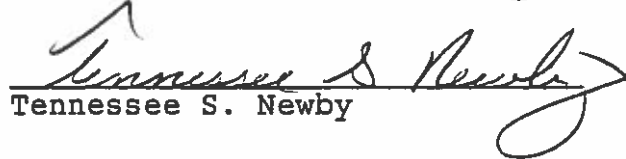
Clara K. Newby
Clara K. Newby

MARVON M. NEWBY TESTAMENTARY
FAMILY TRUST

Clara K. Newby
Clara K. Newby, Trustee

BUYERS


George E. Newby


Tennessee S. Newby

STATE OF IDAHO)
 :ss
County of Madison)

On this 16th day of August, in the year 1994, before me, a Notary Public, personally appeared CLARA K. NEWBY, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same, individually and as Trustee of the Marvon M. Newby Testamentary Family Trust.


Notary Public for Idaho
Residing at: Roxbury, ID
My Commission Expires: 12/3/98

STATE OF IDAHO)
 :ss
County of Madison)

On this 16th day of August, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE

E. NEWBY and TENNESSEE S. NEWBY, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Billy G. DuPree, Jr.
Notary Public for Idaho
Residing At: *Rexburg, ID*
My Commission Expires: *12/3/98*

Exhibit A

The Real Property shall include the following described real property located in Jefferson County, Idaho:

Section 31, Township 4 North, Range 41 East, Boise Meridian:

That portion of Lot 1 south of the Forest Service Road.

All of Lot 2.

All of Lot 6.

That portion of Lot 5 west of the lane that extends from the Forest Service Road south and then southeast and then south again to the creek and southern boundary of the property, so as to include all buildings, well and sewer.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, specifically including, but not being limited to:

All water, ditch and other water rights appurtenant to or associated with said premises whether represented by shares of stock or membership certificates in a water corporation, irrigation district, or otherwise, such as shares of water stock in Palisades Water Users, Incorporated.

The following real property shall be excepted from the foregoing:

The house that has as its address 5160 East Heise Road, Ririe, Idaho 83443 and the real property upon which it is situated, consisting of approximately one (1) acre and beginning at the lane on the east, extending to the fence line on the west, and from the lane on the north, extending to the north sides of the wooden shop building and metal shop building on the south. Such house and property is sometimes referred to as Clara K. Newby's "Home Place."

The real property described in the attached Exhibit A-1 owned by George Edward Newby and Tennessee Susan Newby, husband and wife.

The Real Property, as described above, is intended to include the real property outlined on the map attached as Exhibit A-2. The parties have agreed they do not want to incur the expense of a survey of the property to develop a more precise legal description. The parties acknowledge and agree that at some time in the future a survey may be required to obtain a more precise legal description of the property. If so, the survey shall be performed at the expense of Buyers.

BEGINNING AT THE WEST ONE QUARTER CORNER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 41 EAST OF THE BOISE MERIDIAN THENCE South 89 degrees 56 minutes 23 seconds East along the East-West center of section line for a distance of 172.70 feet TO THE TRUE POINT OF BEGINNING: THENCE South 85 degrees 40 minutes 15 seconds East for a distance of 1125.14 feet THENCE South 05 degrees 28 minutes 52 seconds East for a distance of 249.87 feet THENCE North 85 degrees 16 minutes 55 seconds West for a distance of 992.24 feet, more or less to the Westerly boundary of lot 6, THENCE North 31 degrees 55 minutes 36 seconds West along said lot 6 for a distance of 296.99 feet to the TRUE POINT OF BEGINNING.

Said property contains 5.9 acres more or less.

Together with an easement across the grantors existing lane for ingress and egress to and from the above described property.

Exhibit A-2

See attached map, color-coded as follows:

<u>Item</u>	<u>Color</u>
Real Property	Yellow
Clara K. Newby's Home Place	Green
The real property described on Exhibit A-1 owned by George Edward Newby and Tennessee Susan Newby, husband and wife	Orange

Exhibit B

Clara K. Newby has a fifty percent (50%) ownership interest in equipment located on the Real Property, which interest is valued at \$7,230.00, as follows:

<u>Item</u>	<u>Value of 50% Interest</u>
All Range Equipment	\$1,072.00
All Golf Equipment	1,959.00
Grill	342.00
Pipe	1,119.00
<u>Kitchen Equipment</u>	<u>2,738.00</u>
Total	\$7,230.00

The foregoing is intended to include all personal property on the Real Property in which Clara K. Newby has any ownership interest.

NOTES

10-17-06

01-321 - There is no acre limit listed in the decree. But according to aerial photos, only about 145 ac. were able to be irrigated. Therefore recommending a proportionate share to Newby's based on 0.042 cfs/ac on 129 ac. WD records show that 6.0 cfs are being delivered.

01-10026 - Same situation as 01-321. WD's Records show 5.6 cfs being delivered. However 5.3 cfs belongs to and is claimed by Newby's. The remaining portion 0.3 cfs belongs to Heise Hot Springs.

01-10027 - Recommending 0 as claimed by Newby's. Quantity is limited by portion of license in ownership.

KM

Contacts Data Entry Form

Water Right No. 01-10026 *

Owner Type _____ Full Name _____ Address _____ City _____ State _____ Zip _____ Phone _____

Current Owner CLARA NEWBY

Name connector: and _____, or _____, and/or _____

Current Owner _____

Current Owner _____

Representing Attorney: _____ Phone Number: _____

Accompanied By: _____ Phone Number: _____

Relationship to Claimant: _____

Date of Field Exam: _____ Time: _____

Directions to Property (if different from above) and/or update owner information:

CLAIMED AS A PORTION OF DECEASED RIGHT 01-00072.
DECEASED UNDER Rexburg Irrig. Co. vs Teton Range Co., 1940,
AS #227, TO HOSEA CANAL: BN GAVIN, et al, AS MAY 1, 1902
FROM Snake River, 280" (5.6 cfs).

THIS CLAIM CLAIMS THE REMAINING PORTION (5.3 cfs) OF
01-00072.

ACCORDING TO CLAIM 23-10023 THIS PORTION 0.3 cfs WAS
TR'D TO Hawley Warm Sp, CIRCA 1948-1949. HOWEVER,
WDOI RECORDS SHOW ALL 5.6 cfs OF 01-00072
ARE BEING DIVERTED AT THE 'NEWBY Pump' on Snake
River. So FE.

* SOMETHING NEEDS TO HAPPEN TO THIS CLAIM: 1.) EITHER
DISALLOW, OR, 2.) AMEND TO INCLUDE 0.3 cfs FROM

⊗ DISALLOWED CLAIM 23-10023 AND REINSTATE TO 01-00072.
AFTER WHICH (OR 2.)) THE INTERESTED PARTIES CAN FILE
TRANSFERS TO CHANGE POO/POH/SOURCE/OWNERSHIPS, etc,

NO. 508
01-10026
This claim/Perm.

Reviewer: _____

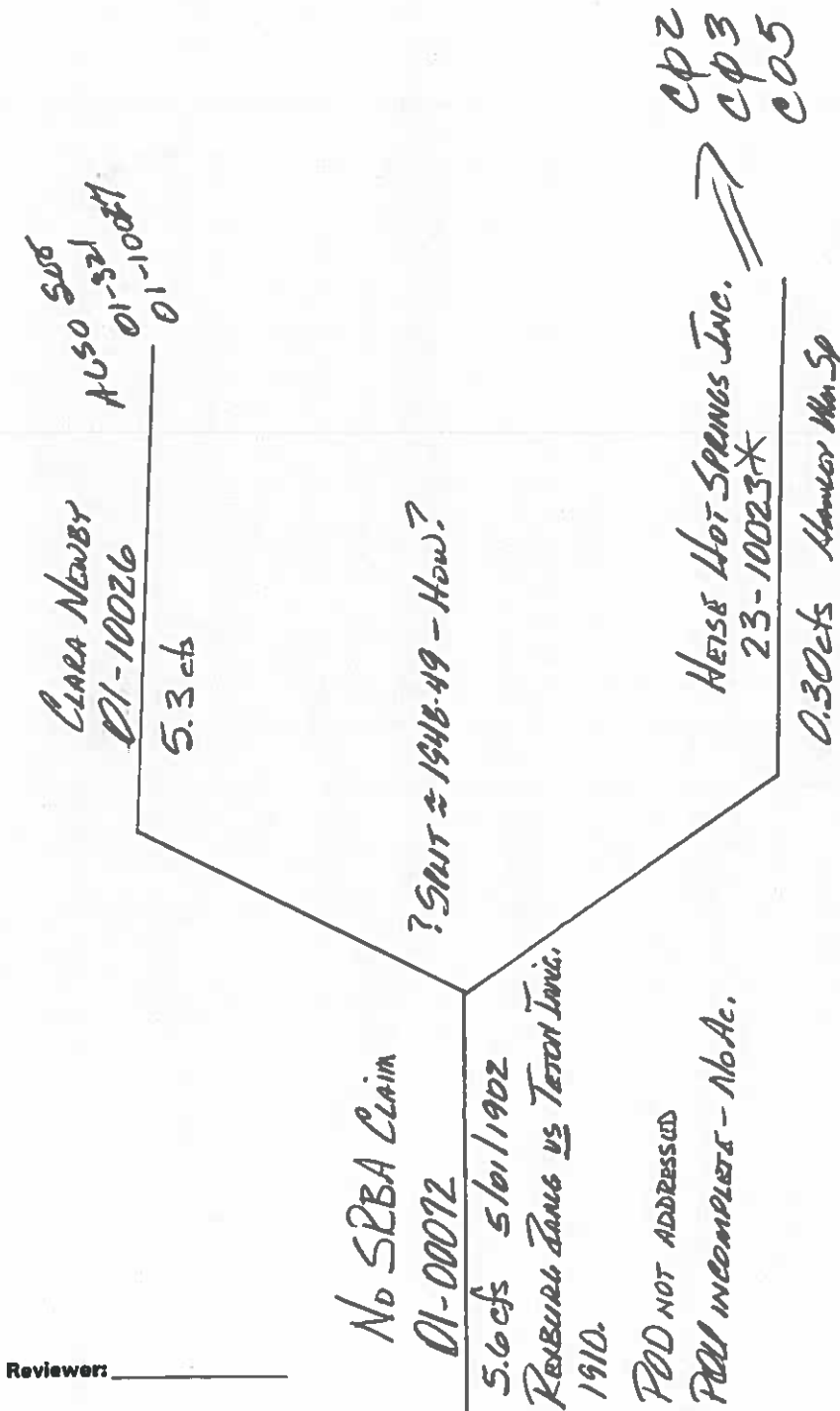
SCANNED

Date: _____

NOV 05 2004

PROFILED

Water Right Split History Analysis



*DISALLOWED - NEEDS TO SHOW
EVIDENCE THAT THIS TX ACTUALLY
HAPPENED

Reviewer: _____

Date: _____

SCANNED
NOV 05 2004

PROFILED

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 1-72

WATER RIGHT NUMBER: 1-72

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	HEISE CANAL
	, ZZ

Priority Date: 05/01/1902

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SNAKE RIVER	COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	/ to /	5.600 CFS	
	<u>Total Diversion:</u>	5.600 CFS	

Location of Point(s) of Diversion

SNAKE RIVER

Place of UseIRRIGATION Within BONNEVILLE County

T04N R40E S25	NESE	T04N R40E S25	SESE
T04N R41E S30	SWSW	T04N R41E S31	SWNE
T04N R41E S31	NWNW	T04N R41E S31	SWNW
T04N R41E S31	SENW		

max 280 ac

Conditions of Approval:Remarks:

1. General P/D NOT GIVEN IN DECREE.
P/U INCOMPLETE AC. IRR. = ACRES NOT STATED.

Comments:Dates and Other Information:

ROXBURG VS TETON
1910 DECREE

SCANNED

NOV 05 2004

PROFILED

Priority Date Data Entry Form

Claim Number: _____

Water Right Priority Date: _____ Water Right Basis: _____

Claimed Priority Date: May 01, 1902 Claimed Basis: DECREEDRecommended Priority Date: 5/01/1902 Recommended Basis: _____☐ Use Claimed Priority Date and Basis as Recommended Priority Date and Basis

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

Priority matches DECREE

Reviewer: _____

Date: _____

SCANNED
NOV 05 2004

PROFILED



AO 110026

Tag# AO 12416

10 HP. GE. pump. SN# 6564054 VB

pump SITE #1 ~~NW~~ ~~NE 1/4~~ SW 1/4 (46)

8" To 10" pipe Then into an open
Irrigation Ditch.

photo Taken in South East Direction

SITE # 1

Comingles AO 110027 + AO 100321

PROFILED

SCANNED
NOV 05 2004

8/16/03
NVO

Point of Diversion and Source Data Entry Form

Claim Number: _____

Water Right Point of Diversion: T____, R____, Sec.____,____,____,____. County: _____

Source: _____ Tributary: _____

Claimed Point of Diversion: T____, R____, Sec.____,____,____,____. County: _____

Source: _____ Tributary: _____

Recommended Point of Diversion: T____, R____, Sec.____,____,____,____. County: _____

Source: _____ Tributary: _____

____ Use Claimed POD and Source as Recommended POD and Source

Twp	Rge	Sec	Gov Lot	OOQ of Q	County	Source
4N	4E	31		NESW	JEFFERSON	SNAKE RIVER SOFA
GPS Coordinates:				068 7095	028 3731	
				NESW		
GPS Coordinates:						
				NWSE		
GPS Coordinates:				068 7152	028 3910	
GPS Coordinates:						
GPS Coordinates:						
GPS Coordinates:						

TRIBUTARY:
Snake River

Other rights from this POD? GPS POD TAGS #1 A00 12416 #2 A00 12440 #3 A00 12442

Document how the POD and Source were verified and/or Pump and Motor data:

Multiple Bts from this POD. Q Limits Apply-

#1 pump. 10 Hp General Electric.

#2 pump 15 Hp Baldor Electric Motor SN 07H 203 W269 BEIT DRIVE

MODEL # M233T Pump. Model. BB GRM SN 5616313

#3 pump 10 Hp. U.S. Electric. Motor SN 1145579

8" TO 10" LINE.

Transfers Changing POD _____

Reviewer: _____

Date: _____

SEE: 01-10027 photo
01-321 photoSCANNED
NOV 05 2004

PROFILED

Place Of Use Data Entry Form

Claim Number: _____

_____ Use Claimed POU as Recommended POU

Claimed Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres 145⁰⁰

Recommended Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use
4N	4E	31	S					

Total Acres 128 BY 625

Document how the POU was verified:

OVERLAP w/ OTHER RIGHTS: Q AND Acs Limits Apply

Q REDUCED FROM 5.6 (5.3 CLAIMED) TO 2.56 Acs BECAUSE PARTS
OF DECREASED POU WAS NOT FOD BY SYSTEM: IE: SEC. 25 N²S⁸ T4N R40E
OR SEC. 30 T4N R41E SWSW.

C/S

Transfers Changing POU _____

Reviewer: _____

Date: _____

SCANNED

NOV 05 2004

PROFILED

Period of Use and Quantity Data Entry Form

Claim Number: _____

☐ Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____

Overall Diversion Volume _____

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Per 16	4/1	11/1	5.3	

Overall Diversion Rate _____

Overall Diversion Volume _____

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Per 16	4/1	10/31		

Overall Diversion Rate _____

Overall Diversion Volume _____

Document how the Period of Use and/or Diversion Rate were verified:

SOU NOT ADDRESSED BY DECREE. USE DUPT. STD FOR
THE AREA AS 4/1 TO 10/31.

23-10023 CLAIMED A PORTION OF 01-00012 -> DISALLOWED.

5.6 cfs IS BEING DELIVERED AT THE NEWBY PUMP (3 PUD'S) ACCORDING
TO WDOI RECORDS.

Reviewer: _____

Date: _____

SCANNED
NOV 05 2004

PROFILED

5.6 cfs
Request that
Amount to
5.6 cfs

AUG 24 2001

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: A01-10026
Date Received:
Receipt No: 2003875
Received By: T.J.

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

A0110026



1. Name: CLARA NEWBY
Address: 5160 E. HEISE RD.
RIRIE, ID

83443

2. Date of Priority: MAY 01, 1902

3. Source: SNAKE RIVER, SOUTH FORK Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	41E	31	NE	SW			JEFFERSON
			NE	SE			JEFFERSON
			NW	SE			JEFFERSON

5. Description of diverting works:
3 PUMPS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	5.300		

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

A.F.A.

8. Total consumptive use is 362.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	41E	31	SW	NE		IRR	20.0

A01-10026

Page

1

Date: 11/03/88

MICROFILMED

OCT 20 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	41E	31	SE	NE		IRR	3.0
			NE	NW		IRR	4.0
			NW	NW	1	IRR	6.0
			SW	NW	2	IRR	20.0
			SE	NW		IRR	39.0
			NE	SW	5	IRR	20.0
			NW	SW	6	IRR	1.0
			NE	SE	3	IRR	12.0
			NW	SE	4	IRR	20.0
						Section Acres	145.0
						Total Acres	145.0

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:
A01-00321, A01-10027.

14. Remarks:
THIS CLAIM IS BASED ON A PORTION OF DECREED RIGHT 01-0072.
THE REMAINING PORTION WAS CLAIMED IN A23-10023 BY
HEISE HOT SPRINGS INC.

15. Basis of Claim: DECREED
Water Right Number: 0072
Case Number:
Court :
Decree date: 12/16/1910

ABERDEEN SPRINGFIELD CANAL CO.
Decree Plaintiff

vs

HENRY EAGLE
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:

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): Elva Newby Date: Nov. 8, 1988
Date:

State of Idaho)
County of Jefferson) SS.

Subscribed and sworn (or affirmed) before me this 8th day
of November 19 88

Martha Freeman
Notary Public

Seal

Residing at Pin
My Commission Expires 4-1-94

