

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: A37-12557
Date Received: 8/31/1988
Receipt No: C004231
Received By: ✓ SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JOE STOREY 208-934-4505
Address: 2100 E. 1929 S.
GOODING, ID 83330

OR
Name: NANCY STOREY 208-934-4505
Address: 2100 E. 1929 S.
GOODING, ID 83330

2. Date of Priority: OCT 31, 1979

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06S	15E	9	NE	SE	NE		GOODING

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSE

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
06S	15E	9	SE NE		DOMEST	

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

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

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
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IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
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NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day. Filing fee \$25

RECEIVED

AUG 31 1988

Department of Water Resources
Southern Region Office

Please type or print clearly

1. Name of Claimant (s) JOE OR NANCY STOREY Phone (208) 934-4505Mailing Address 2100 E. 1929 S. GOODING, ID Zip 833302. Date of Priority (Only one (1) per claim) OCT/31/ 19793. Source of water supply (a) GROUNDWATER
which is tributary to (b) _____4. Location of point of diversion is: Township 6 S Range 1 SESection 9, NE 1/4 of SE 1/4 of NE 1/4, Govt. Lot _____, B.M.,County of GOODING

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. WELL - 145' DEEP
PUMP - 1 1/2 HP

6. Water is claimed for the following: (Limited to Domestic and/or Stockwater only. See Instructions)

For DOMESTIC purposes from 1/1 (Both dates are inclusive) to 12/31 amount 0.04 (cfs)

For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed .04 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served; Stockwater: Type and number of livestock) D/I HOME

MICROFILMED

FEB 26 1993

Copies: White-State, Yellow-Claimant

10. Place a "D" for domestic and "S" for stockwater use in the corresponding place of use below.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4			
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4
6S	15E	9				D												

11. In which county (ies) are lands listed above as place of use located? GOODING

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None (X)

14. Remarks: _____

15. Basis of Claim (check one) Beneficial Use X Posted Notice _____ License _____ Permit _____
Decree _____

If applicable provide IDWR Water Right Number _____

Court _____ Case Number _____ Decree Date _____
Plaintiff vs 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 do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Nancy E. Storey Date 8/12/88

Date _____

For Organizations: I do solemnly swear or affirm that I am _____ Title _____

of _____, that I have signed the foregoing
Organization _____

document in the space below as _____ of _____
Title _____ Organization _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or Id)
County of Gooding) SS.

Subscribed and sworn (or affirmed) before me this 12 day of Aug 19 88

SEAL

Notary Public John Dal Corral

Residing at Brain Id

My Commission Expires 4/7/94

Last Name STOREY Ident No. _____

Copies White-Stat, Yellow-Claimant

MICROFILMED
FEB 26 1993

AJ0749NP
No. R37-12557

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 08/17/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	REX WATSON	10/31/1979	DOMESTIC	01-01 12-31	0.04 CFS	
C	CYNTHIA WATSON 1929 S 2100 E GOODING ID 83330 (208) 934-8622					
TOTAL DIVERSION:					0.04 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T06S R15E S09 NESENE

GOODING County

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE												
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	
				Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac	
06S	15E	9	:																					

POU County: GOODING

Non-Irrigation Uses: 1 HOUSE

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

Remarks: EXP PARCEL NO. RP 06S15E091805

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Audit: 08/17/98 SEGBERT

OK
2-8-99
KKC

AJ5856NP

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

DATE: SEP-5-1997

PAGE: A-82

RIGHT NUMBER: 37-12557

NAME & ADDRESS:

JOE STOREY

NANCY STOREY

2100 E 1929 S

GOODING ID 83330

*Watson, Rex & Cynthia
1929 S, 2100 E
Gooding 83330*

SOURCE:

GROUNDWATER

QUANTITY:

0.04 CFS

PRIORITY DATE:

10/31/1979

POINT OF DIVERSION:

T06S R15E S09 ✓

NESENE ✓

Within GOODING County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

DOMESTIC D/1 HOUSE

PERIOD OF USE

01-01 12-31

QUANTITY

0.04 CFS

PLACE OF USE:

DOMESTIC

T06S R15E S09 ✓

Within GOODING County

SENE ✓

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

RP 06S15E091805

AKA 2100 E 1929 S

Verified by *Dr* Date: *7-16-98*

Verification Source: *Computer*



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

July 28, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

REX & CYNTHIA WATSON
1929 S 2100 E
GOODING ID 83330

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right No. A37-12557

Dear Claimant:

We have been advised you may be the present owner of the property with the water right referenced above.

Before we can modify our records to reflect your ownership of the water right referenced above, we need Form 42-248/42-1409(6) completed. This form is enclosed for your use. Please follow the instructions on the back of the form and return to my attention at this office by August 13, 1998.

Please call this office toll-free at 1-800-451-4129 if you have any questions.

Yours truly,

Sandy Egbert
Clerical Specialist

cc: Regional office

Enclosures: Form 42-248/42-1409(6)

Copy of No.A37-12557 water right filing

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

RECEIVED

AUG 10 1998

Department of Water Resources

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

1. Water Right or Adjudication Claim No(s): A37-12557

2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND**
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant Joe & Nancy Storey
1554 S 2000 E - Gooding, ID 83330

4. New Owner/Claimant(s) Rex & Cynthia Watson
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
 New Mailing Address 1929 S. 2100 E.
 City, State and ZIP Code Gooding, ID 83330
 New Telephone Number (208) 934-8622

5. Date you acquired the property 5/28/93

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate -- Number and type of stock ---
 Diversion rate in CFS .04 Number of homes 1 Other uses ---
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s) Rex Watson
Cynthia Watson

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

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

REAL ESTATE PURCHASE AND SALE AGREEMENT

(with Earnest Money Provision)

RE-21
Rev. 4-83

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING: IF ANY QUESTION, CONSULT YOUR ATTORNEY.

Gooding, Idaho March 19, 1993
Rex and Cynthia Watson
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in
2100E. 1929S. Gooding, County of Gooding
State of Idaho, commonly known as Joe Storey 1929S 2100E
legally described as: See attached Form A

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS \$200,000.00 DOLLARS (\$ 200,000.00) payable as follows:

- A. Earnest Money.
(a) Buyer hereby deposits and a receipt is hereby acknowledged of two Dollars (\$200.00) evidenced by: ☐ Cash, ☐ Personal Check, ☐ Cashiers Check, ☐ Note Due, or ☐ paid or delivered as earnest money in part payment of the purchase price for the premises.
(b) Earnest Money to be deposited in trust account upon acceptance by all parties.
(c) All Earnest Money shall be held by First American Title for the benefit of the parties hereto, and (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: cash

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of March 26, 1993. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that First American Title Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be First American Title

Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be May 26, 1993

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before May 26, 1993, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of except as follows:

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: buyer agrees to accept property in present condition and earnest money is non-refundable should buyer default. SELLER will pay no loan fees.

9. The following items of property now on the premises are specifically excluded from the sale: stove, refrigerator, microwave,

The following items of personal property are specifically included in the sale: heating system, water softner, basketball hoop, window treatments (draperies, blinds) carpet, disposal dishwasher

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency: X Selling Agency: X

By: X

BUYER: X Buyer's Address: 2100 East 1929 South Gooding, ID

BUYER: X Buyer's Phone: 2100 East 1929 South Gooding, ID

On this date, March 19, 1993, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agrees to pay a commission of X % of selling price or DOLLARS (\$) to the above named broker(s) for services.

I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Joe Storey 2100 East 1929 South Gooding, ID

Joe Storey 2100 East 1929 South Gooding, ID

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this 29 day of March, 1993.

Rex Watson Cynthia A. Watson

STATE OF IDAHO)
County of Gooding) ss

On this 29 day of March, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Rex Watson

known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that he executed the same.

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



WARRANTY DEED

For Value Received

Joe Storey and Nancy E. Storey, husband and wife,
 hereinafter referred to as Grantor, does hereby grant, bargain, sell, and convey unto
 Rex Christopher Watson and Cynthia Anne Watson, husband and wife,
 hereinafter referred to as Grantee, whose current address is
 1929 South 2100 East, Gooding, Idaho 83330
 the following described premises, to-wit:

SEE ATTACHED EXHIBIT A, attached hereto and made a part hereof.

152845

STATE OF IDAHO COUNTY OF GOODING

Filed for record at the request of **FIRST AMERICAN TITLE**

38 min. past 11 o'clock A m. this 28
 of May, 1993 6.00

JOHN A. MYERS Recorder

By Cynthia Sitis Deputy

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: May 25, 1993.

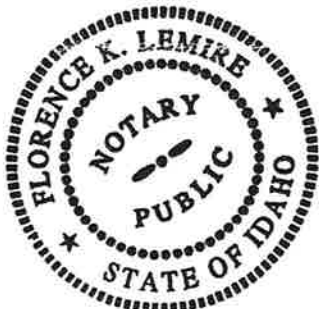
[Signature]
 Joe Storey

[Signature]
 Nancy E. Storey

STATE OF IDAHO

COUNTY OF Gooding

On This 25th day of May, in the year 1993, before me, a Notary Public in and for said State, personally appeared Joe Storey and Nancy E. Storey, known or identified to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.



[Signature]
 Notary Public for Idaho
 Residing at Gooding, Idaho
 Commission Expires: 06/26/98

First American Title Company of Idaho

EXHIBIT A

Part of the Southeast Quarter of the Northeast Quarter of Section 9, Township 6 South, Range 15 East of the Boise Meridian, Gooding County, Idaho, described as follows:

BEGINNING at the Northeast corner of Section 9 marked with a 5/8" inch steel pin;
Thence South 0° 06' 35" West, 1329.93 feet along the Easterly boundary of Section 9 to the Northeast corner of the Southeast Quarter of the Northeast Quarter the TRUE POINT OF BEGINNING;
Thence South 89° 55' 07" West, 307.08 feet along the Northerly boundary of the Southeast Quarter of the Northeast Quarter;
Thence South 3° 46' 37" East, 145.37 feet along an existing fence;
Thence South 65° 09' 06" East, 125.66 feet along an existing pole fence;
Thence South 54° 22' 34" East, 224.94 feet along said fence to the Easterly boundary of the Southeast Quarter of the Northeast Quarter;
Thence North 0° 06' 35" East, 329.32 feet along said Easterly boundary to the TRUE POINT OF BEGINNING.

Parcel is subject to a 25.00 feet in width, County Road Right-of-Way along the Easterly boundary.

Parcel is also subject to a non-exclusive 20.00 feet in width easement for access along the Southerly boundary.

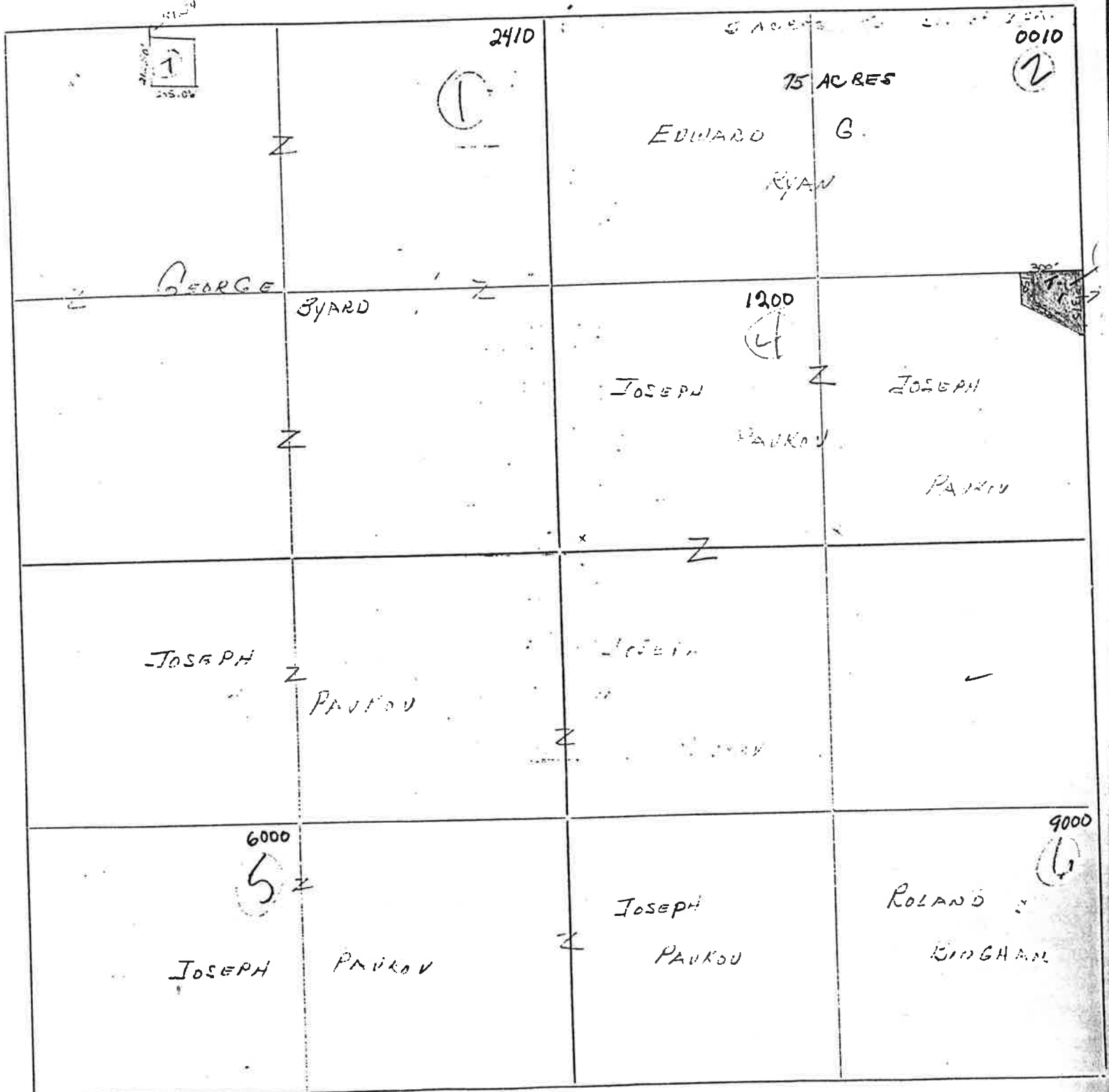
END OF EXHIBIT A



GOODING COUNTY

Hwy. Dist. 1 City _____
 Sch. Dist. 231 Cem. Dist. _____
 Fire Dist. _____

Sec. 9 Twp. 6 Rng. 15
065 15E 09



"This plat is made solely for the purpose of assisting in locating the land, and the company assumes no liability for variations, if any, with an actual survey."