

01/06/2011

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

RIGHT NUMBER: 27-12217

NAME AND ADDRESS: OPAL WERNETTE
508 N 600 E
FIRTH ID 83236

FLORIAN WERNETTE
508 N 600 E
FIRTH ID 83236

SOURCE: SAND CREEK

TRIBUTARY: BLACKFOOT RIVER

QUANTITY: 2.950 CFS

PRIORITY DATE: 04/01/1901

POINT OF
DIVERSION:

T02S R36E S12 NENENE Within BINGHAM County
T02S R36E S12 SWNE Within BINGHAM County
T02S R36E S12 NWSW Within BINGHAM County
T02S R36E S12 NWSE Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

	<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
	IRRIGATION	04/01 10/31	2.950 CFS
PLACE OF USE:	<u>IRRIGATION in BINGHAM County</u>		
	T02S R36E S12 NENE 21.00	T02S R36E S12 SWNE	29.00
	T02S R36E S12 SENE 39.00	T02S R36E S12 NESW	39.00
	T02S R36E S12 SWSW 33.50	T02S R36E S12 SESW	29.50
	T02S R36E S12 NESE 32.00	T02S R36E S12 NWSE	40.00
	T02S R36E S12 SWSE 38.00	T02S R36E S12 SESE	4.50

305.5 ACRES TOTAL

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 - Beneficial Use

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

This right is a split from former right 27-10994 .

SCANNED

JAN 11

01/06/2011

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

RIGHT NUMBER: 27-12218

NAME AND ADDRESS: JAMES M WASIA
530 E 400 N
BLACKFOOT ID 83221

CHARLOTTE WASIA
530 E 400 N
BLACKFOOT ID 83221

SOURCE: SAND CREEK

TRIBUTARY: BLACKFOOT RIVER

QUANTITY: 0.050 CFS

PRIORITY DATE: 04/01/1901

POINT OF
DIVERSION:

T02S R36E S12 NENENE Within BINGHAM County
T02S R36E S12 SWNENE Within BINGHAM County
T02S R36E S12 NWSWNE Within BINGHAM County
T02S R36E S12 NWSESW Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 10/31

0.050 CFS

PLACE OF USE:

IRRIGATION in BINGHAM County

T02S R36E S12 SWSW 0.50

T02S R36E S12 SESW 4.50

5 ACRES TOTAL

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 - Beneficial Use

This right is a split from former right 27-10994 .

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

SCANNED

JAN 11 2011



State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718
Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

Jim and Charlotte Wasia
530 E 400 N
Blackfoot ID 83221

RE: Notice of Change of Water Right Ownership (NCO) for
27-10994 (Split into 27-12217 & 27-12218) 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 a portion of the above referenced water right(s). Based on this NCO, IDWR water right records for the Snake River Basin Adjudication (SRBA) have been updated with new water right numbers reflecting the division of the water right(s).

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 the water right(s) as recorded in the SRBA.

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

Respectfully,

Jonie Barg
Technical Records Specialist

Enclosure

cc: Water District 01

SCANNED

JAN 11 2007

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: 27-10994
(Split into 27-12217 & 27-12218)

Case No. 39576)

**NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING**

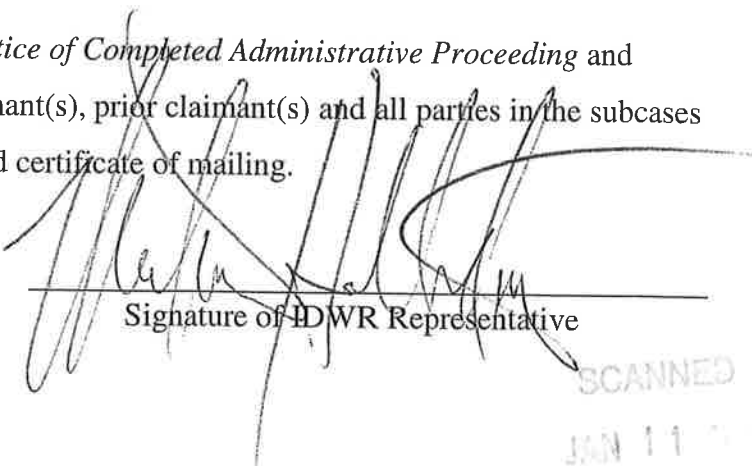
IDWR has completed the following Administrative proceeding:

- ☐ Address change
- ☒ Substitution of Party WERNETTE-WASIA
- ☐ 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: 1/7/2011



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on January 11, 2011, 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:
Opal Wernette
Florian Wernette
508 N 600 E
Firth ID 83236

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:
James M Wasia
Charlotte Wasia
530 E 400 N
Blackfoot ID 83221

4. One copy to:

Each party in the subcase, or attorney of record

Committee of Nine

Represented by:

Baker Rosholt & Simpson LLP

113 Main Ave W Ste 303

PO Box 485

Twin Falls ID 83303-0485

Shoshone –Bannock Tribes

Represented by:

Jeanette Wolfley-Special Counsel

202 N Arthur

Pocatello ID 83202

Committee of Nine

Represented by:

Ray W Rigby

25 N 2nd E

PO Box 250

Rexburg ID 83440-0250

Florian Wernette

Opal Wernette

Represented by:

Jerry R Rigby

25 N 2nd E

PO Box 250

Rexburg ID 83440-0250

5. One copy each to:

Chief Natural Resources Division

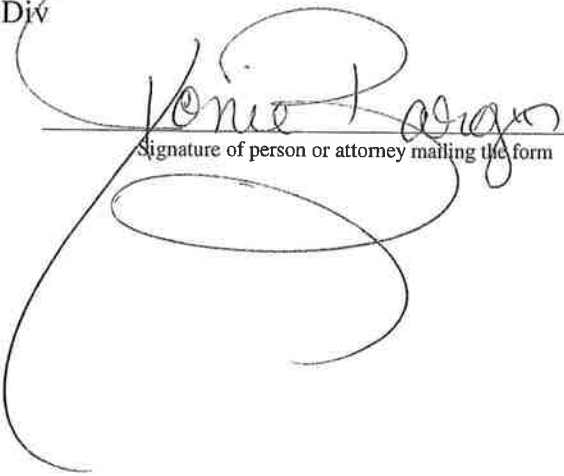
Office of the Attorney General

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 this form

01/6/2011

IDAHO DEPARTMENT OF WATER RESOURCES
CLAIMS / RIGHTS NOT RECOMMENDED

<u>W.R. NUMBER</u>	<u>CLAIM DISPOSITION</u>	<u>REASON</u>
27-10994	Disallowed	Split into 27-12217 & 27-12218

SCANNED

JAN 11 2011

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 18 2010

Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
27-10994 OK	Yes ☒	Split into 27-12217 & 27-12218	Yes ☒		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Floriane & Opal Wernette
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Jim & Charlotte Wasia
Name of each new owner as listed on the conveyance document

New owner continued ☐ Name connector ☐ and ☐ or ☐ and/or ☐
530 East 400 North
Mailing address
Blackfoot Idaho 83221
City State ZIP
208-785-1957 Wfamily06@aol.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 9th day of August 2010

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document -- warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed. **'Recorded' Warranty Deed**
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - o \$25 per undivided water right.
 - o \$100 per split water right.
 - o No fee is required for pending adjudication claims.

7. Signature: Joni Wasia Title, if applicable: _____ Date: 8-18-2010
Signature of new owner/claimant
Signature: Charlotte Wasia Title, if applicable: _____ Date: 8/18/10
Signature of new owner/claimant

For IDWR Office Use Only:

Received by [Signature] Date 8/19/2010 Receipt No. E036055 Received by SCANNED
Approved by _____ Processed by _____ Date _____

JAN 11 2011

21427
JEM

WARRANTY DEED

411125

For Value Received JOSEPH EUGENE MCKENZIE and ELLEN L. KEMPER, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto
JAMES M. WASIA and CHARLOTTE WASIA, husband and wife
whose address is: 530 E. 400 N., BLACKFOOT, ID, 83221

Hereinafter called the Grantee, the following described premises situated in Bingham County, Idaho, to-wit:

A part of Section 12, Township 2 South, Range 36 E.B.M., Bingham County,
Idaho, described as:
Beginning at a point that is E. 1179.24 feet along the Section line from
the SW corner of said Section 12 and running thence N. 43°45'32" E. 811.43
feet; thence S. 40°47'10" E. 744.03 feet to the S. line of said Section 12;
thence W. 1066.84 feet along the Section line to the point of beginning.
EXCEPTING THEREFROM the County road right-of-way along the South side.

TOGETHER WITH all and singular the tenements, hereditaments, and
appurtenances thereunto belonging or in anywise appertaining,
including all water, water rights, ditch and ditch rights.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs
and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the 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: OCTOBER 28, 1992

Joseph Eugene McKenzie
JOSEPH EUGENE MCKENZIE

Ellen L. Kemper
ELLEN L. KEMPER

STATE OF Washington)
COUNTY OF Spokane) ss.

On this 28th day of OCTOBER, 1992, before me the undersigned, a Notary Public in and for the said county and state,
personally appeared JOSEPH EUGENE MCKENZIE AND ELLEN L. KEMPER, known or proved to me to be the persons who
executed the foregoing instrument, and acknowledged to me that they executed the same.

Judith Ann Otero
Notary Public, State of Idaho
Residing at: Spokane
My Commission Expires: 3/1/94

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEB 3RD 1993

92 OCT 30 PM 4:59

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

411125

SCANNED
JAN 11 2011

5

WATER RIGHT BUY/SELL AGREEMENT

1. PARTIES:

THIS AGREEMENT, made and entered into this 9th August day of ~~July~~, 2010, by and between Florian Wernette and Opal Wernette, husband and wife, by and through their attorney in fact, Richard Wernette, hereinafter referred to as Seller, and Jim Wasia and Charlotte Wasia, husband and wife, hereinafter referred to as Purchaser. RW

WITNESSETH:

That the said Seller, in consideration of the covenants and agreements on the part of the said Purchaser, hereinafter contained, agrees to sell and convey unto the said Purchaser, and the Purchaser agrees to buy certain water rights particularly described as follows, to-wit:

2. WATER RIGHT DESCRIPTION:

A portion of water right No. 27-10994 (from Blackfoot River Irrigation Water District 27) appurtenant to property previously and now owned by the Wernettes in Sections 11 and 12, Township 2 S, Range 36 E.B.M., to six acres previously owned by Wernettes and now owned by Wasias in the SW¹/₄ SW¹/₄ of Section 12 Township 2 S, Range 36 E.B.M., which is particularly described as follows:

Beginning at a point that is E 1179.24 feet along the Section Line from the SW corner of said Section 12 and running thence N 43°45'32" E 811.43 feet; thence S 40°47'10" E 744.03 feet to the point of beginning. EXCEPTING THEREFROM the County Road Right-of-Way along the South side.

3. PURCHASE PRICE:

Purchaser agrees to purchase said water right for the sum of Six Thousand (\$6000) Dollars, in lawful money of the United States; and the Purchaser, in consideration of the premises, agrees to pay to the Seller the said sum of Six Thousand (\$6000) for the water right to be transferred.

4. ATTORNEYS FEES IN EVENT OF BREACH OR DEFAULT:

It is further agreed that in the event of suit between the parties for breach of this agreement or enforcement thereof the successful party to any such action shall be entitled to recover reasonable attorney's fees with other costs of court from the other party.

5. BINDING EFFECT:

It is further agreed that the provisions of this agreement shall apply to and bind the heirs, executors, administrators and assigns of the respective parties.

6. PREPARATION OF DOCUMENTS:

The parties acknowledge that this contract and deed were prepared by the attorney for the Purchaser, and the Seller acknowledges that he has the right to have the documents reviewed by an attorney of his choosing, should he elect to do so.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

SELLER

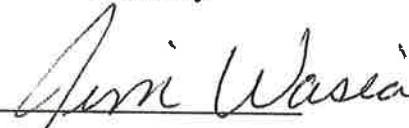
Florian Wernette

By: 
Richard Wernette, Attorney in Fact

Opal Wernette

By: 
Richard Wernette, Attorney in Fact

PURCHASER


Jim Wasia


Charlotte Wasia