

11/14/2006

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: December 8, 2006

Water right number: 67-4542

KERMIT L WIGGINS
PO BOX 86
CAMBRIDGE ID 83610-0086
Telephone Number: (208)257-3428

JOANA R WIGGINS
PO BOX 86
CAMBRIDGE ID 83610-0086
Telephone Number: (208)257-3428

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

*I had 1.80 CFS water Right out of Rush Creek
NOT .640 CFS*

3. Give a brief explanation as to why you disagree with these portions:

*There was an Application To Transfer or Change The
Point of Diversion, NOT to split or divide my water Right.
See App. Attached*

☐ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 11-28-06

SIGNATURE: Kermit L. Wiggins

Please print your name: _____

IDWR Regional Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, 2082874800

SCANNED
DEC 08 2006

11/14/2006

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

RIGHT NUMBER: 67-4542

NAME AND ADDRESS: KERMIT L WIGGINS
PO BOX 86
CAMBRIDGE ID 83610-0086

JOANA R WIGGINS
PO BOX 86
CAMBRIDGE ID 83610-0086

SOURCE: RUSH CREEK

TRIBUTARY: WEISER RIVER

QUANTITY: 0.640 CFS

This right when combined with other rights from the same point(s) of diversion is limited to a total combined diversion rate of 3.57 cfs.

PRIORITY DATE: 09/16/1869

POINT OF DIVERSION: T15N R03W S3 NWSWNE Within WASHINGTON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 10/31	0.640 CFS

PLACE OF USE: IRRIGATION in WASHINGTON County

T15N R03W S10 NWSE 32.00
32 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 100.0 acres in a single irrigation season. Combined Right Nos.: 67-4542, 67-14585, 67-14587, and 67-14591

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

SCANNED
DEC 08 2006

Approval of this transfer in no way grants any right-of-way or easement for use of a delivery system owned by person(s) other than the right owner.

The Director maintains jurisdiction of this transfer up to five (5) years for the purpose of determining potential injury to existing rights, both junior and senior, in the vicinity of the transferred point of diversion.

The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval. Approval date June 21, 1994.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

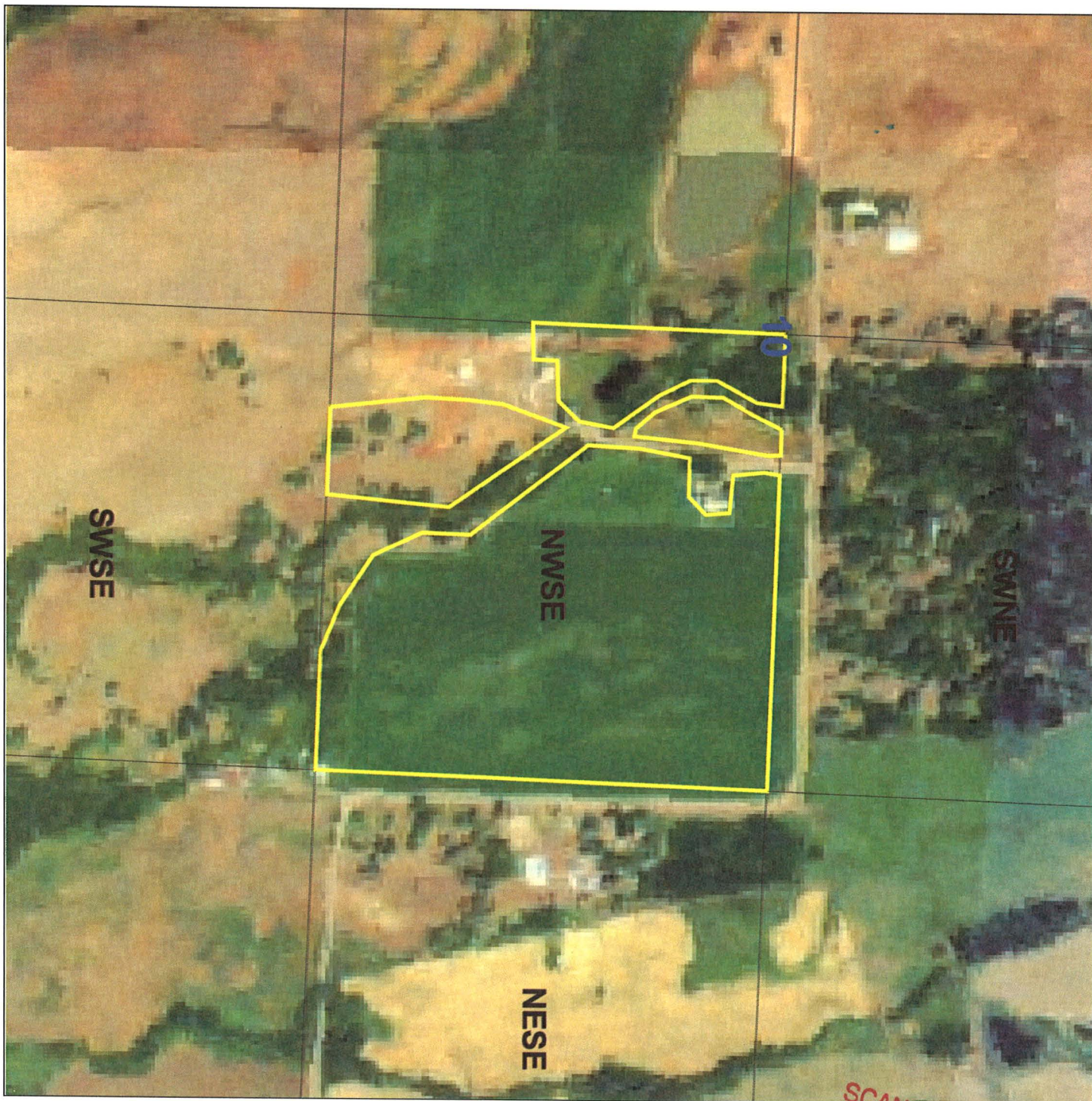
Use of water under this right is subject to control by the watermaster of State Water District No. &DISTRICT.

The right holder shall install/maintain permanent measuring devices in such a manner that the amount of water entering the reservoir and the amount of water released from the reservoir can be measured.

The storage of water under this right is contingent upon the certification of the dam and authorization of storage per the dam safety provisions of the Idaho Code.

SCANNED
DEC 08 2006

67-4542



SCANNED
DEC 08 2006



Idaho Department of Water Resources

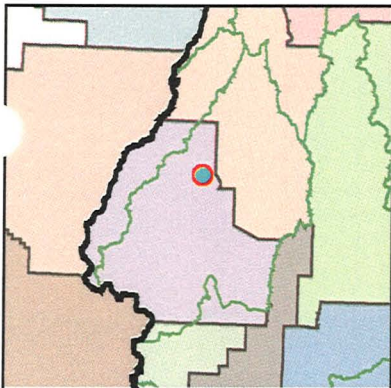
SRBA Recommendation:

67-4542

(Irrigation)

Legend

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



Washington County
IDWR Basin 67



0 0.6 1.2 Miles



Prepared by IDWR State Office
On Wednesday, November 15, 2006
1987/88 Aerial Photography

SCANNED
DEC 08 2006



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

December 7, 2006

JAMES E. RISCH
Governor

KARL J. DREHER
Director

KERMIT AND JOANA WIGGINS

C/O LARY WALKER

WALKER LAW OFFICE

PO BOX 828

WEISER ID 83672

COPY

RE: NOTICE OF ERROR RESPONSES

Ladies and Gentlemen:

I was asked to review the Snake River Basin Adjudication (SRBA) recommendations for water rights 67-4542, 67-14585, 67-14587, and 67-14591. The reasoning behind my review of the file was to get a new opinion on the existing information. Mr. Wiggins has worked extensively with Craig Saxton and John Westra on these claims. I have discussed these claims with both Mr. Westra and Mr. Saxton, and have determined that they were recommended correctly. I will discuss my conclusions for the two sets of circumstances.

67-4542:

The notice of error submitted that this claim should have been recommended for 1.80 cfs. The original claim was filed for 40 acres at an inch or 0.02 cfs per acre for a total of 0.80 cfs. The aerial photography used to determine the actual acres irrigated show that maximum possible acres to have been irrigated since 1987 was 32 acres. My review of the maps reveals that the granting the 32 acres of irrigation was very generous. The 32 acres were used to determine the flow rate of this right by multiplying those acres by the 0.02 cfs for a total of 0.64 cfs. This is the maximum allowable under Idaho Department of Water Resources (IDWR) standards. Your original claim requested an inch per acre for 40 acres, so the amount recommended reflects the amount originally claimed under this right. Additional information would be required to show why more water would be needed to irrigate this ground. Since no additional information was received, IDWR cannot recommend a higher diversion rate than what was recommended.

Page 2
Wiggins
12/12/2006

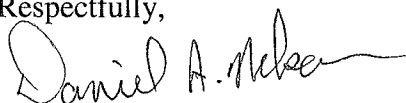
67-14585, 67-14587, and 67-14591:

The notice of error for all three of these rights state that you withheld the water rights during the sell of the property under these rights to Brett Newbold. I have reviewed the change of ownership information submitted by Mr. Newbold, the transfer submitted to the Western Region office of IDWR in 2006 that has yet to be processed, and spoken to both John Westra and Craig Saxton on this issue. There is nothing in the documentation supplied by you or Mr. Newbold that suggests that the water rights were withheld in the sale of the property. Mr. Westra and Mr. Saxton have both stated that they believe the ownership information is correctly represented in the recommendation. The new information supplied in the new transfer you referred to in your notice of error is a Irrigation Pipeline Agreement, that states "...Brett Newbold purchased the Farn's property from Wiggins, including all water rights and the right to use Pipeline No. 1 and Pipeline No. 2." The Warranty Deed supplied in Mr. Newbold's change of ownership specifically states that "Together with all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging." Therefore, I agree with the splits made on the current recommendations.

In conclusion, I have determined that the above claims were recommended correctly per the information we currently have available to our office. In order for our office to recommend water right 67-4542 any differently, you will need to object to the recommendation in the SRBA court and provide adequate information showing that there is need for more water than is allowed under the IDWR standard of an inch of water per acre. The only way to change water rights 67-14585, 67-14587, and 67-14591 would be provide a corrected warranty deed or other legally binding document that shows that these water rights were withheld during sale of the property, or have since been deeded back to you by Mr. Newbold. All of the ownership documentation you or Mr. Newbold have supplied clearly shows Mr. Newbold as the owner of those rights. The ownership issues can best resolved by objecting to the current recommendations, and resolving the ownership issues in the SRBA court.

If you have any questions or concerns please contact me at the above address.

Respectfully,

A handwritten signature in black ink, appearing to read "Daniel A. Nelson", with a stylized flourish at the end.

Daniel A. Nelson
Sr. Water Right Agent

Memorandum

Date: March 14, 2002

From: Craig L. Saxton

Subject: Notice of Change in Water Right Ownership for 67-07704

The C/O request was sent in by the seller. Thus the C/O form ~~has not been signed by the~~ new/current owner. Send request to new owner for change of ownership.

Secondly, the above referenced right was modified by TR 4148 along with rights 67-04515 and 67-07723. The result of this TR 4148 placed the three mentioned rights in a PPU.

The result, is the buyer Brett Newbold should gain a portion of not only 67-07704, but 67-04515 and 67-07723 also.

RECEIVED

SEP 13 1999

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

1. Water Right No(s).: 67-07704
Adjudication Claim No(s).: _____
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 Kermit & Joana Wiggins
3460 Rush Creek Rd
Cambridge, Idaho 83610
4. New Owner/Claimant(s) Brett Newbold
Name Connector (Check one): [] and, [] or, [] and/or
New Mailing Address Cambridge, Idaho 83610
City, State and ZIP Code _____
New Telephone Number () _____
5. Date you acquired the property June 3, 1999
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 _____ Number of homes _____ 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 _____ Date _____
or Claimant(s) _____ Date _____
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign 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..

67-07704

RECEIVED

SEP 13 1999

WATER RESOURCES
WESTERN REGION

Department of Water Resources
State of Idaho Western Region
2735 Airport Way
Boise, Idaho 83705

RE: Permit No. 67-07704

Dear Sirs:

On June 3, 1999, we sold 158 acres to Brett Newbold. The description of the ground is included in the copy of the Title Insurance and on the Warranty Deed which I have enclosed.

In August 1991, we applied for a permit to transfer water right (No. 67-07704) to include this acreage in our original pipeline and other water permit. This was for approximately 140 acres. We now need to exclude the property described here out of that permit and Mr. Newbold should do the paperwork to transfer that part of the property he purchased to his name. We will continue to use the right in the 67-07704 for the other property described in the permit.

I have tried to get Mr. Newbold on the telephone but have been unable to contact him.

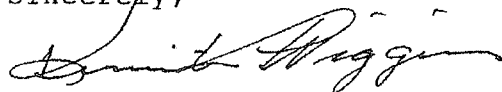
The form you sent me (form 42-2481/42 1409 (6) looks to me like it should be filled out by Mr. Newbold.

I am sending a copy of this form to him with all previous water information that I have on the property in hopes he will take care of it.

I am in hopes this will take care of this transfer of water without confusing the matter too much.

Thank you for your cooperation.

Sincerely,



Kermit L. Wiggins
P.O. box 86
Cambridge, Idaho 83610 208 257-3428



Enclosures

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

RECEIVED
SEP 13 1999
WATER RESOURCES
WESTERN REGIONRECEIVED
JUL 9 2002
WATER RESOURCES
WESTERN REGION

1. Water Right No(s):

OK
67-07704, 67-4514, 67-7723 *6-8-05*

Adjudication Claim No(s):

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/ClaimantKermit & Joana Wiggins
3460 Rush Creek Rd
Cambridge, Idaho 83610

4. New Owner/Claimant(s)

Brett NewboldName Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

Cambridge, Idaho 83610

City, State and ZIP Code

3788 Ward Rd.

New Telephone Number

(208) 257-3866

5. Date you acquired the property

June 3, 1999

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 90 Number and type of stock 35 head Angus 10 head quarter horses

Diversion rate in CFS _____ Number of homes _____ 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)Brett NewboldDate 7/08/02

Date _____

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

*OK to change/split claims.
Records changed 6-8-05
6-24-05-PS*

WARRANTY DEED

For Value Received

KERMIT L. WIGGINS AND JOANA R. WIGGINS, husband and wife

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

BRETT NEWBOLD, a single person

the grantee, whose current address is

3471 RUSH CREEK ROAD, WEISER, ID 83672

the following described premises, in WASHINGTON

County Idaho, to-wit:

IN TOWNSHIP 15 NORTH, RANGE 3 WEST, BOISE MERIDIAN, WASHINGTON COUNTY,
IDAHO:

SECTION 3: SE~~X~~SE~~X~~, W~~X~~SE~~X~~ SAVE AND EXCEPT THE FOLLOWING:

Commencing at the Southwest corner of the NW~~X~~SE~~X~~ of Sec.3, Twp.15N..
R.3.W., B.M.,
Thence North identical with the West line of said NW~~X~~SE~~X~~ to the Northwest
corner thereof;
thence East a distance of 200 feet, more or less, to the West boundary of
the County Road right-of-way;
thence Southwesterly along said boundary to where the same intersects the
South line of said NW~~X~~SE~~X~~;
thence West to the point and place of beginning.

SECTION 10: NE~~X~~NE~~X~~.

SUBJECT TO County Road along the West boundary.

GRANTOR RESERVES INGRESS-EGRESS TO MAINTAIN EXISTING PIPELINE.

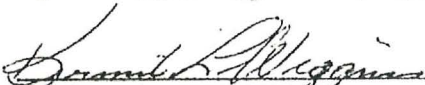
Together with all water, water rights, ditches and ditch rights appurtenant thereto and
in anywise belonging.

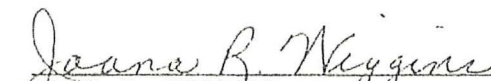
Subject to all valid outstanding reservations, easements, rights-of-way, restrictions,
dedications, mineral leases, mineral reservations and mineral conveyances of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee
his heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantee, that they are the owners in fee simple of said premises; that they are free
from all incumbrances

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

Dated: JUNE 3, 1999


KERMIT L. WIGGINS


JOANA R. WIGGINS

STATE OF IDAHO, COUNTY OF WASHINGTON

On this 3rd day of JUNE, 1999,
before me, a notary public in and for the said State, personally
appeared

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the
request of

INSTRUM



COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT



ID# 46714

Cambridge, Idaho 5/26, 19 99

1. REAL ESTATE OFFICES:

Listing Agency Wilson Realty

Selling Agency Wilson Realty

Listing Agent Name Wilbur Stepp

Selling Agent Name Wilbur Stepp

Phone # (Office) 452-3500 (Home) 252-3871

Phone # (Office) _____ (Home) _____

2. REPRESENTATION CONFIRMATION:

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER ("agent" or "nonagent" or "limited dual agent"):

Listing broker acted as a(n) limited dual agent For the buyer.

Selling broker acted as a(n) limited dual agent For the buyer.

In this transaction, the brokerage(s) involved had the following relationship(s) with the SELLER ("agent" or "nonagent" or "limited dual agent"):

Listing broker acted as a(n) limited dual agent For the Seller.

Selling broker acted as a(n) limited dual agent For the Seller.

Each party signing this document confirms that he or she has received, read and understood the Agency Disclosure brochure and has elected the relationship confirmed above. In addition, each party confirms that the broker's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE OR SHE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKER UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

3. BUYER: Brett Newbold

_____ (hereinafter called "Buyer") agrees to purchase and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "Property."

4. PROPERTY ADDRESS AND LEGAL DESCRIPTION: The Property commonly known as Approx. 157 acres

on Ward Road

City of Cambridge County of Washington, Idaho legally described as:

Attached

5. PRICE/TERMS: Total Purchase Price is Three hundred sixty thousand Dollars (\$ 360,000).

a) \$ 360,000 cash down payment, including Earnest Money deposit.

b) \$ N/A Balance of the purchase price to be paid as follows: N/A

6. EARNEST MONEY:

a) Buyer hereby deposits as Earnest Money and a receipt is hereby acknowledged of Five thousand

Dollars (\$ 5,000). Evidenced by: ☐ Cash ☒ Check ☐ Cashier's Check ☐ Note or N/A

b) Earnest Money to be deposited in trust account upon acceptance by all parties and shall be held by Listing Broker (Wilson) for the benefit of the parties hereto. The responsible Broker shall be Wilson Realty (Linda Wilson)

7. INCLUDED ITEMS: All attached floor coverings, attached television antennae, satellite dishes and receiving equipment, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, window coverings, exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, built-in and "drop-in" ranges (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, and any and all, if any, water and water rights, and any and all, if any, ditches and ditch rights that are appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.

Other items specifically included in this sale: Domestic Well, 3 wheel lives 1/2 mile hand lives

Items specifically excluded in this sale: N/A

8. ADDITIONAL TERMS, CONDITIONS AND/OR CONTINGENCIES: The closing of this transaction is contingent upon written satisfaction or waiver of the following conditions:

Buyer would like seller to smooth rough edges on

the ground seller had been working on.

Buyer will have until _____ to satisfy or waive all conditions and/or contingencies.

9. TITLE COMPANY/CLOSING AGENCY: a) The parties agree that Weiser Valley Title Title Company shall provide any required Title Policy and preliminary report of commitment. b) The Closing Agency for this transaction shall be Weiser Valley Title. Each party agrees to pay one-half of the Closing Agency's fee.

10. TITLE INSURANCE: Seller to pay for a standard Owner's or Purchaser's Title Policy.

PROPERTY ADDRESS: Apex 157 acres on Wood Rd ID# 46714
11. ESCROW/COLLECTION: If a long-term escrow/collection is involved, then the escrow/collection holder shall be _____
Each party agrees to pay one-half of escrow/collection fees.
12. CLOSING DATE: On or before the closing date, Buyer and Seller shall deposit with the Closing Agency all funds and instruments necessary to complete the sale. The closing date shall be no later than 6/3/99. "Closing Date" means the date on which all documents are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to Seller.
13. POSSESSION/PRORATION: Buyer shall be entitled to possession on the day of closing or Closing. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserve on liens, encumbrances or obligations assumed and utilities shall be prorated as of the day of closing or Closing. Any tenant deposits held by Seller shall be credited to Buyer at closing.
14. DEFAULT: If Buyer defaults in the performance of this Agreement, Seller has the option: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which Seller may be entitled. If Seller elects to proceed under (1), Seller shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to Seller and one-half to Seller's Broker, provided that the amount to be paid to Seller's Broker shall not exceed the Broker's agreed to commission. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If Seller elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If Seller defaults, having approved said sale and fails to consummate the same as herein agreed, Buyer's Earnest Money deposit shall be returned to him/her and Seller shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by Buyer of any other lawful right or remedy to which Buyer may be entitled.
15. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, Buyer and Seller agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.
16. TITLE CONVEYANCE: Title of Seller is to be conveyed by warranty deed or Warranty deed, and is to be marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, rights of way and easements established or of record and any other liens, encumbrances or defects approved by Buyer.
17. RISK OF LOSS: Should the Property be materially damaged by fire or other cause prior to closing, unless Buyer has taken possession prior to closing by Agreement, this Agreement shall be voidable at the option of Buyer.
18. CONDITION OF PROPERTY AT CLOSING: Buyer agrees to purchase the Property in as is condition, where is, with all faults. Buyer will assume all obligations with respect to the Property. Seller shall maintain the Property until the closing in its present condition, ordinary wear and tear excepted, and loss by casualty. The heating, ventilating, air conditioning, plumbing, elevators, loading doors and electrical systems shall be in present operating order and condition at the time of closing, unless otherwise agreed to in writing.
19. INSPECTION: Buyer hereby acknowledges further that Buyer has not received or relied upon any statements or representations by the Broker or Broker's representatives or by Seller which are not herein expressed. Buyer has entered into this Agreement relying upon information and knowledge obtained from Buyer's own investigation or personal inspection of the Property.
20. ADDITIONAL PROVISIONS: Additional provisions of this Real Estate Purchase and Sale Agreement, if any, are attached hereto by an Addendum consisting of 0 page(s).
21. NOTARY PUBLIC: It is recommended signatures be notarized with a notary statement attached hereto.
22. ENTIRE AGREEMENT: This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no warranties, including any warranty of habitability, Agreements or representations have been made or shall be binding upon either party unless herein set forth.
23. TIME IS OF THE ESSENCE IN THIS AGREEMENT.
24. ACCEPTANCE: Buyer's offer is made subject to the acceptance of Seller on or before (Date) 5/22/99 and (Time) 5:00. If Seller does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.
25. OTHER TERMS: Seller to have easement to work or existing pipelines through property.

☐ SEE ATTACHED BUYER'S ADDENDUM(S): _____ (Specify number of Buyer Addendum(s) attached.)

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 2 Pages.

Buyer Signature _____	Buyer Signature _____
Buyer (Print Name) <u>Bret H Newbold</u>	Buyer (Print Name) _____
Date <u>5/26/99</u> Time <u>3:30 pm</u> Phone # <u>257-3846</u>	Date _____ Time _____ Phone # _____
Address <u>3431 Rush Creek Rd</u>	Address _____
City <u>Cambridge</u> State <u>Idaho</u> Zip <u>83610</u>	City _____ State _____ Zip _____

On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the Seller. I/We further acknowledge receipt of a true copy of this Agreement signed by both parties.

☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER ☐ SEE ATTACHED ADDENDUM(S)

☐ SEE ATTACHED COUNTER OFFER(S)

IN WASHINGTON COUNTY, IDAHO:

IN TOWNSHIP 15 NORTH, RANGE 3 WEST, BOISE MERIDIAN:

SECTION 3: SE1/4SE1/4, W1/2SE1/4 SAVE AND EXCEPT THE FOLLOWING:

Commencing at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 3, Township 15 North, Range 3 West of the Boise Meridian, thence North identical with the West line of said Northwest Quarter of the Southeast Quarter to the Northwest corner thereof; thence East a distance of 200 feet, more or less, to the West boundary of the County Road right-of-way; thence Southwesterly along said boundary to where the same intersects the South line of said Northwest Quarter of the Southeast Quarter; thence West to the point and place of beginning.

SECTION 10: NE1/4NE1/4.

SUBJECT TO County Road along the West boundary.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

Richard L. Polla
President.

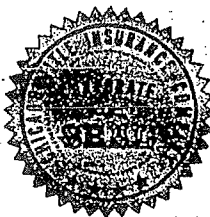
ATTEST:

Issued by:
WEISER VALLEY TITLE, INC.
128 East Main
P. O. Box 591
Weiser, Idaho 83672

Thomas J. Adams
Secretary.

DUPLICATE

Authorized Signatory



COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

File Number: 100-99-7066

1. Effective Date: MAY 28, 1999 AT 7:30 AM

2. Policy or Policies to be issued:

A.	(X) ALTA Owner's Policy, (10-17-92)	Amount	\$360,000.00
	(X) Standard Coverage	Premium	\$ 1,290.00
	() Extended Coverage		

Proposed Insured: BRETT NEWBOLD

B.	() ALTA Loan Policy, (10-17-92)	Amount	\$
	() Standard Coverage	Premium	\$
	() Extended Coverage		

Proposed Insured:
(ENDORSEMENTS:)

C.	()	Amount	\$
		Premium	\$

IN THE EVENT THAT SALE OF PROPERTY IS NOT COMPLETED OR LOAN IS NOT MADE, ORDER FOR POLICY MAY BE CANCELLED BY PAYING 50% OF SCHEDULE RATE; MINIMUM \$100 WITH COMPANY'S CONSENT.

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. Title to the estate and interest in said land is at the effective date hereof vested in:

GARY G. FARRENS AND LORRAINE L. FARRENS, husband and wife

5. The land referred to in this Commitment is described as follows:

IN WASHINGTON COUNTY, IDAHO:

SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

FILE NO.:100-99-7066

IN TOWNSHIP 15 NORTH, RANGE 3 WEST, BOISE MERIDIAN, WASHINGTON COUNTY,
IDAHO:

SECTION 3: SE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ SAVE AND EXCEPT THE FOLLOWING:

Commencing at the Southwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec.3, Twp.15N..
R.3.W., B.M.,
Thence North identical with the West line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ to the Northwest
corner thereof;
thence East a distance of 200 feet, more or less, to the West boundary of
the County Road right-of-way;
thence Southwesterly along said boundary to where the same intersects the
South line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$;
thence West to the point and place of beginning.

SECTION 10: NE $\frac{1}{4}$ NE $\frac{1}{4}$.

SUBJECT TO County Road along the West boundary.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 1

File Number: 100-99-7066

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
 - (1) Rights or claims of parties in possession not shown by the public records.*
 - (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.*
 - (3) Easements, or claims of easements, not shown by the public records.*
 - (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*
 - (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.*
 - (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceeding by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.*

* Paragraphs 1, 2, 3, 4, 5 and 6 will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception in Schedule B-Section 2.

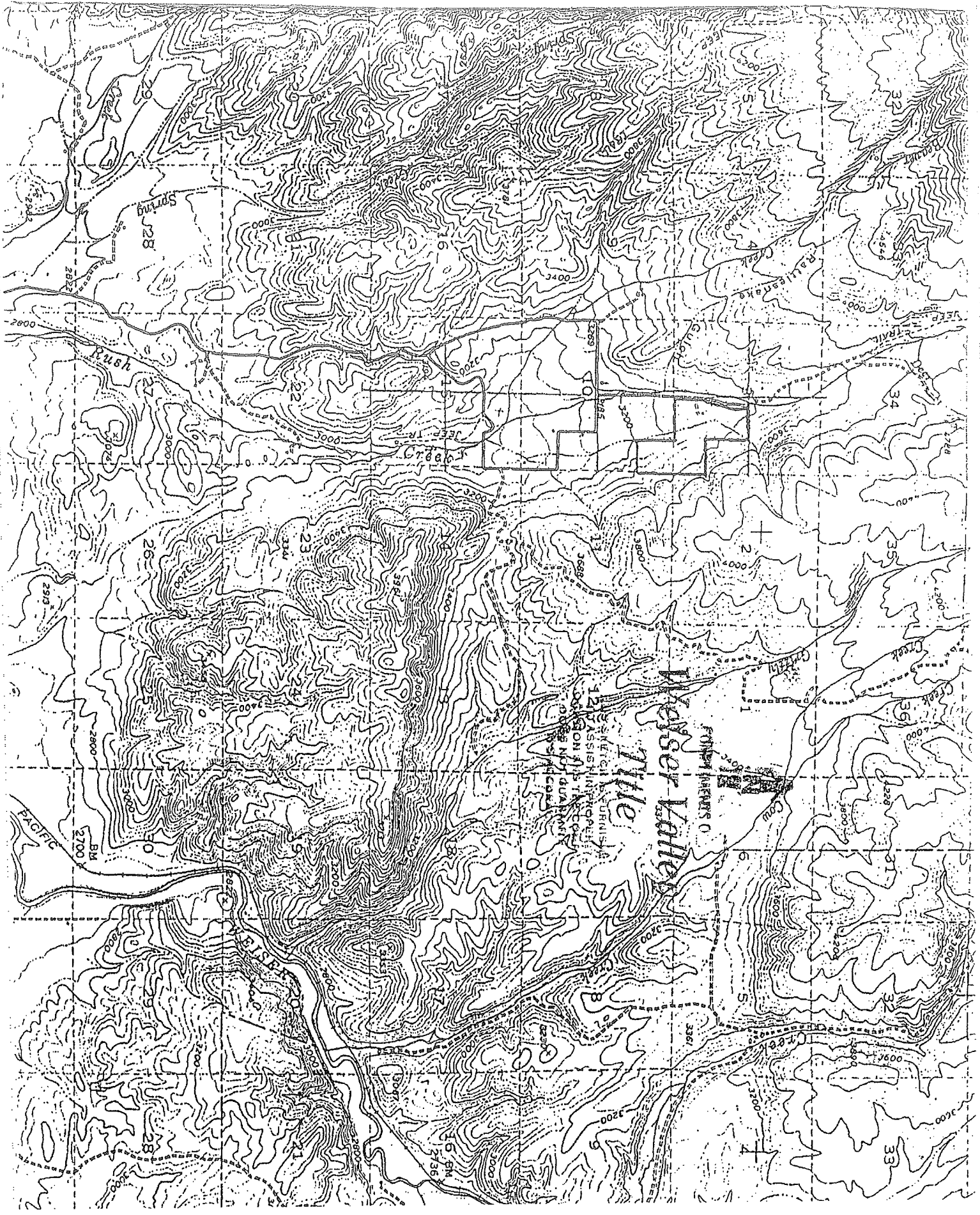
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 2

File Number: 100-99-7066

Special Exceptions:

1. Taxes for 1998 in the original amount of \$50.34, \$217.98 and \$144.98, of which the first half is paid, the balance is due and payable, Assessment No. 15N03W037800, 15N03W038400 and 15N03W100000.
2. Taxes for 1999 are an accruing lien and not yet due or payable.
3. Liens, levies and assessments of the Cambridge Irrigation District, or any and all irrigation districts or laterals, and the rights, powers and easements of said district as by law provided.
4. An Easement for power lines and incidental purposes in favor of Idaho Power Company, as set forth in an instrument recorded April 8, 1948, in Book 69 Deeds, page 120, records of said County.
5. An Easement for power lines and incidental purposes in favor of Idaho Power Company, as set forth in an instrument recorded July 17, 1981, as Instrument No. 123872, Book 101 Deeds, page 191, records of said County.
6. An Easement for power lines and incidental purposes in favor of Idaho Power Company, as set forth in an instrument recorded October 20, 1994, as Instrument No. 161576, records of said County.



Meiser Valley

Meiser Valley

Meiser Valley

Meiser Valley

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Ex A

THIS IS FROM CURRENT
TRANSFER ON FILE AT WESTERN REGION,
DAN.
12-12-06.

IRRIGATION PIPELINE AGREEMENT

This Agreement is made this 22 day of ~~September~~^{October}, 2001, between Kermit and Joanna Wiggins, husband and wife, (the "Wiggins") and Brett Newbold ("Brett Newbold"), a single man, and Melvin L. and Bess Newbold, husband and wife, (the "Newbolds") for the purpose of setting forth the parties' agreement as to construction and use of irrigation pipelines which divert and deliver water from Rush Creek to the lands of the Wiggins, the Newbolds, and Brett Newbold.

WHEREAS, in about 1982, the Wiggins, the Newbolds, and a Third Party, Gary Farns, collectively constructed a pipeline (Pipeline No. 1) to divert water from Rush Creek to irrigate the lands of all three parties; and

WHEREAS, subsequent to construction of Pipeline No. 1, the Wiggins purchased the Farns' property consisting of approximately 157 acres, more or less, and constructed a pipeline (Pipeline No. 2) to divert water from Rush Creek to irrigate the Farns' property; and

WHEREAS, subsequent to construction of Pipeline No. 2, Brett Newbold purchased the Farns' property from Wiggins, including all water rights and the right to use Pipeline No. 1 and Pipeline No. 2; and

WHEREAS, the Newbolds, the Wiggins, and Brett Newbold intended at the time of Brett Newbold's purchase of the Farns property that use of Pipeline No. 1 and Pipeline No. 2 would be divided such that Wiggins would receive title to and the exclusive right to use Pipeline No. 1 and the Newbolds and Brett Newbold would receive title to and the exclusive right to use Pipeline No. 2, which was to be extended by Wiggins, at his cost, so that the lands of Brett Newbold and the Newbolds could be irrigated from Pipeline No. 2; and

WHEREAS, the Wiggins, the Newbolds, and Brett Newbold desire to set forth their agreement with regard to the extension of Pipeline No. 2 and the use and title to Pipeline No. 1 and Pipeline No. 2, as extended;

NOW THEREFORE, for good and valuable consideration, acknowledged by and among the Wiggins, the Newbolds, and Brett Newbold, the parties agree as follows:

1. Extension of Pipeline No. 2

Prior to any change or modification in the rights of any party to use Pipeline No. 1, Wiggins agrees to construct, or have constructed, at his cost an extension to Pipeline No. 2 sufficient and adequate to allow diversion of the water rights of Brett Newbold and the Newbolds and to irrigate the lands of each. Upon completion of the extension to Pipeline No. 2 to the satisfaction of and subject to the approval of Brett Newbold and the Newbolds, which approval shall not be unreasonably withheld, the Wiggins, the Newbolds, and Brett Newbold, agree to execute the attached Exhibit D, which is an acknowledgement that this Agreement has been fully complied with by all parties and that the Newbolds and Brett Newbold release any and all claims or interests in Pipeline No. 1, such that Wiggins shall then have the sole and exclusive right to use Pipeline No. 1

Irrigation Pipeline Agreement
Page 2

and further that the Wiggins release any and all claims or interests in Pipeline No. 2 and such that, the Newbolds and Brett Newbold shall have the sole and exclusive right to use Pipeline No. 2.

2. Construction Standards for Extension of Pipeline No. 2

The extension of Pipeline No. 2 by the Wiggins shall be constructed to the specifications and requirements of the Natural Resources and Conservation Service – Idaho, a copy of which is attached to this Agreement as Exhibit E. The Wiggins agree to install and complete the extension of Pipeline No. 2 at such times and using such methods as will minimize damage and disturbance to the lands of the Newbolds and Brett Newbold, including any interference with agricultural operations. The Wiggins furthermore agree to return all disturbed lands to their condition immediately prior to such construction. The location of the extension to Pipeline No. 2 shall be approved by Brett Newbold and the Newbolds.

3. Newbolds and Brett Newbold Reservation of Rights in Pipeline No. 1

Until such time as Exhibit D is executed, Brett Newbold and the Newbolds reserve any and all rights to the use of Pipeline No. 1 as historically exercised or as necessary to irrigate their respective lands.

4. Easement for Maintenance of Pipeline No. 1

Upon completion of the extension of Pipeline No. 2 and the execution of Exhibit D, the Newbolds and Brett Newbold grant to the Wiggins an easement across the lands of the Newbolds and Brett Newbold to access, repair, and maintain Pipeline No. 1. Exercise of the rights pursuant to the easement shall be done at times and in a manner to minimize any impacts to the lands of Brett Newbold and the Newbolds.

5. Measuring Devices for Pipeline No. 1 and Pipeline No. 2

All parties recognize and acknowledge that the Idaho Department of Water Resources may require installation of suitable measuring devices in each pipeline. The Wiggins agree to install, at their expense, an acceptable measuring device in Pipeline No. 1 and Brett Newbold and the Newbolds agree to install, at their expense, an acceptable measuring device in Pipeline No. 2.

6. Existing Water Rights

This Agreement, and any document necessary for completion of the work required pursuant to it, do not modify, waive, amend, or change any water rights of the Parties. However, the parties acknowledge the Idaho Department of Water Resources may require changes or documentation to effect the use of Pipeline No. 1 by Wiggins and Pipeline No. 2 by the Newbolds and Brett Newbold. If the Department of Water Resources requires any party to amend, for example, the point of diversion of their water right, the

Irrigation Pipeline Agreement
Page 3

owner of such water right(s) agrees to undertake, at his expense, all steps necessary with the Department to effectuate the purpose of this Agreement.

7. Performance Bond

To insure satisfactory performance of this Agreement and protection of the lands of Brett Newbold and the Newbolds, The Wiggins agree to place in escrow with a mutually agreed upon title company, the amount of \$25,000. Upon execution of Exhibit D, the funds shall be released to the Wiggins. Deposit of the funds is a condition precedent to any activity or construction pursuant to this Agreement.

8. Consolidation of the Newbolds and Brett Newbold Water Rights

The Wiggins acknowledge that the Newbolds and Brett Newbold may seek to consolidate their properties and their respective water rights for irrigation and other purposes, including the rotation of water. The Wiggins agree not to protest or object to such a petition or application.

9. Cooperation By Parties

All Parties acknowledge that the work anticipated by this Agreement will require the cooperation of each Party. Each Party agrees to cooperate with the other Parties. To the extent any dispute arises because of the work contemplated by this Agreement, the Parties agree to meet and discuss such dispute prior to the filing of any action in court or otherwise.

10. Further Documentation

The Parties acknowledge that upon completion of the extension to Pipeline No. 2, further documentation of the location and, description of Pipeline No. 1 and Pipeline No. 2 may be beneficial. The Wiggins agrees to provide a schematic, including design specifications and criteria, and map of the location of the final work and Pipeline No. 1 and Pipeline No. 2.

11. Binding On Heirs and Assigns

The Parties agree that the terms and conditions of this Agreement shall be binding on the Parties and their heirs and assigns.

12. Complete Agreement

The foregoing constitutes the full and complete agreement of the Parties and no modification or change in this Agreement shall be effective unless in writing signed by all Parties.

Exhibit A - Property of Brett Newbold

Exhibit B - Property of Melvin and Bess Newbold

Brett Newbold
Brett Newbold Date
Kermit Wiggins
Kermit Wiggins Date
Melvin Newbold
Melvin Newbold 10/28/01
Bess Newbold



This is an aerial photograph of a land parcel. A green line outlines a specific area, which is mostly dark green, suggesting forest or dense vegetation. To the left of this area is a lighter, brownish-green region, possibly a field or a different type of vegetation. A yellow grid is overlaid on the entire image, representing township and range lines. Three blue 'X' marks are placed on the image: one in the upper left, one on the left side within the green-outlined area, and one in the lower left. The text 'T15N R3W S10 NWSE 1987 AERIAL PHOTO' is printed in yellow in the center-right of the image.

**T15N R3W
S10 NWSE
1987 AERIAL PHOTO**

An aerial photograph of a rural landscape. A large, irregular area is outlined in green. The area is mostly dark green, suggesting dense vegetation or trees. There are some lighter patches, possibly fields or cleared areas. A road or path runs through the area. In the top left corner, there are two white circular markers. In the bottom left corner, there are two blue 'X' markers. The text "T15N R3W S10 NWSE 1998 AERIAL PHOTO" is printed in yellow in the center-right of the green-outlined area.

**T15N R3W
S10 NWSE
1998 AERIAL PHOTO**



T15N R3W
S10 NWSE
2004 AERIAL PHOTO

This is a 2004 aerial photograph of a rural landscape. A large, irregular green boundary line is drawn across the center of the image, enclosing a portion of the land. Within this boundary, there are three blue 'X' marks: one in the upper left, one in the middle left, and one in the lower left. The surrounding area includes fields, trees, and some buildings. The text 'T15N R3W S10 NWSE 2004 AERIAL PHOTO' is printed in yellow in the center-right of the image.

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use



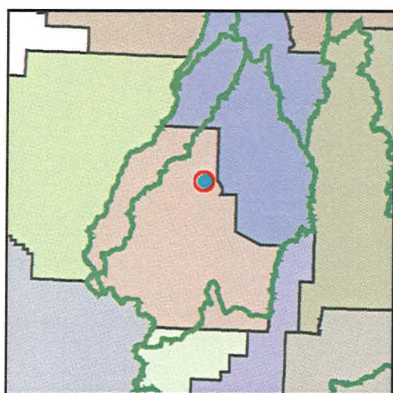
Idaho Department of Water Resources

SRBA Recommendation:

67-4542

Legend

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



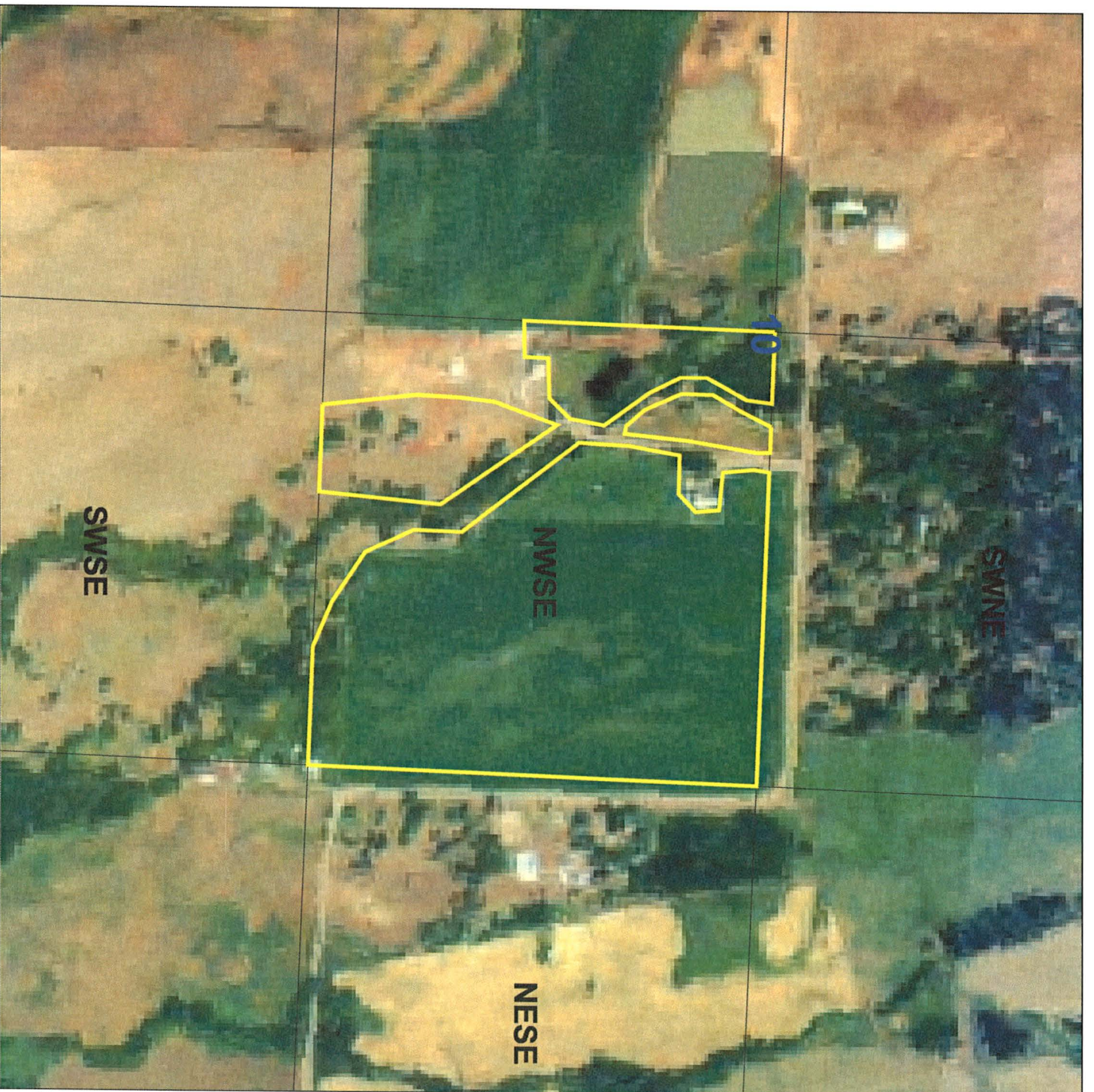
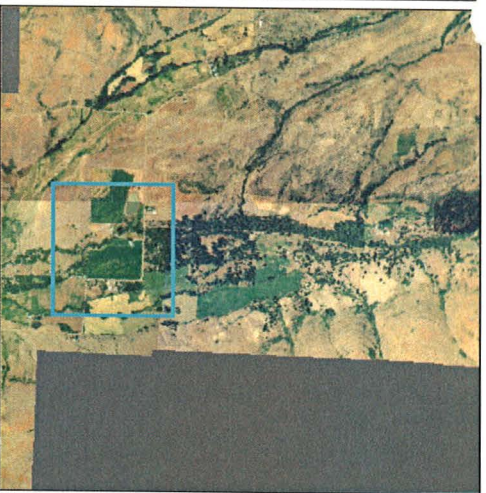
Washington County
IDWR Basin 67



0 0.6 1.2 Miles

Prepared by C. Saxton
On Monday, May 8, 2006
1987/88 Aerial Photography

67-4542



IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-4542 V1

WATER RIGHT NUMBER: 67-4542 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	KERMIT L WIGGINS PO BOX 86 CAMBRIDGE, ID 83610-0086 (208)257-3428
Current Owner	JOANA R WIGGINS PO BOX 86 CAMBRIDGE, ID 83610-0086 (208)257-3428

Priority Date: 09/16/1869

Basis: Beneficial Use

Status: Active

<u>Source</u>	<u>Tributary</u>
RUSH CREEK	WEISER RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 10/31	0.640 CFS	
	<u>Total Diversion:</u>	0.640 CFS	

Location of Point(s) of Diversion

RUSH CREEK	NW1/4SW1/4NE1/4	Sec. 3,	Twp 15N,	Rge 03W, B.M.
WASHINGTON County				

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals	
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
15N	03W	10																	32.0	32.0

Total Acres: 32

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2. E56 The rights listed below are limited to the irrigation of a combined total of 100.0 acres in a single irrigation season. Combined Right Nos.: 67-4542, 67-14585, 67-14587, and 67-14591
3. 178 This right when combined with other rights from the same point(s) of diversion is limited to a total combined diversion rate of 3.57 cfs.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 67-4542 V1

Comments:

1. csaxton 5/8/2006 Priority Date

Comment: Evidence of Priority is a Valid posted notice that was posted on 9-16-1869 and recorded 9-21-1869. Validity of posted noticed confirmed and matches the claimed place of use. Rush creek was included in the Muir vs. Allison decree yet this POU was not included, and the owner at the time of the Muir vs. Allison does not appear to have been party to the decree. The owner at the time of the Muir vs. Allison was identified by the claimant in an affidavit. Based on available information, recommend 9-16-1869 as priority date.

2. csaxton 5/8/2006 Copied From Claim (1)

Comment: THIS CLAIM IS BASED UPON BENEFICIAL USE. THE ORIGINAL POSTED NOTICE BY JOHN CUDDY AND EDWARD D. TYNE IS ATTACHED. IT WAS POSTED ON SEPT. 21ST. 1869 AND THEREFORE THIS IS THE DATE CLAIMED BY THIS NOTICE. IN RESEARCHING THIS RIGHT, IT WAS FOUND THAT THE MUIR-ALLISON DECREE DID NOT INCLUDE A RIGHT FOR THIS PROPERTY (AT LEAST THERE WAS NO RIGHT RECOGNIZABLE TO THESE LANDS) THUS WE TRIED TO DISCOVER IF THE OWERS HAD BEEN NOTIFIED ABOUT THE ADJUDICATION IN 1916-1923. NO LISTS SHOWED CHARLES WALLACE, THE OWNER AT THAT TIME, AS HAVING BEEN NOTIFIED.

| THE FILING FOR WATER BY CUDDY IN 1869 IS ON PAGE 1 OF BOOK 1 OF THE TERRITORIAL FILINGS. THIS WATER RIGHT IS LISTED FOR RUSH CREEK SEE ATTACHED INDEX FOR THIS REGION.

| THIS WATER RIGHT HAS ALWAYS BEEN USED AND EVEN THE ORIGINAL DITCH REMAINS.

3. csaxton 5/8/2006 Diversion Rate

Comment: Rights 67-4490, 67-4542, 67-14587, 67-14588, 67-14591, and 67-14592 are all diverted from the same POD. POD has the max capacity to diver 3.57 cfs per licensing FE for 67-7704 (67-14587, 67-14588) and 67-7723 (67-14591, 67-14592). Analysis by Steve Lester in 1991 confirmed that the above rights are diverted through the same POD. Add condition 178 limiting all rights in combination to divert a maximum of 3.57 cfs.

Dates and Other Information:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Defendant:

Plaintiff:

Civil Case Number:

Judicial District:

Notice of Error Flag:

State or Federal: S

Owner Name Connector: OR

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

Combined Use Limits:

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
		100

Combined Water Rights: 67-4542 , 67-14585 , 67-14587 , 67-14591

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
POU	5/8/2006 11:47:42 AM	csaxton			Active
Contacts	5/8/2006 11:48:44 AM	csaxton			Active

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-4542 V1

Priority Date	5/8/2006 11:55:02 AM	csaxton	Active
POD	5/8/2006 11:55:44 AM	csaxton	Active
Source	5/8/2006 11:57:43 AM	csaxton	Active
POU	5/8/2006 11:58:21 AM	csaxton	Active
Use	5/8/2006 11:59:01 AM	csaxton	Active
Season	5/8/2006 11:59:35 AM	csaxton	Active
Quantity	5/8/2006 12:11:02 PM	csaxton	Active
Summary	05/08/2006	csaxton	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
Quantity	5/8/2006 12:10:58 PM	csaxton	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (Yes) 6. Is the basis of claim a posted notice? (No) 7. Is a flow measurement required? (No) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (No) 11. Has a diversion volume limit been established by a decree, license or transfer for this water use? (No) 12. Is a Quantity remark or condition required? Description for Question 7 - Licensing FE for 67-7704 shows PD capacity of 3.57 cfs. Total rights recommended form this POD sum 3.44 cfs.
POU	5/8/2006 11:48:24 AM	csaxton	Updated PLS for Active POU
POD	5/8/2006 11:56:26 AM	csaxton	Updated PLS
POU	5/8/2006 11:47:40 AM	csaxton	(No) 1. Is the basis of this claim a Decree or License? (Yes) 2b. Is the POU required? (No) 3. Is the basis of claim a Application or Permit? (No) 7. Is there evidence that there has been a change in the POU? (Yes) 13. Does the file contain all the necessary information to verify the POU? (No) 14. Is a POU remark and/or condition required? Description for Question 13 - It was defined by TR 4148 when defining the POU for overlapping rights.
POU	5/8/2006 11:48:12 AM	csaxton	Updated shape for Active POU
Contacts	5/8/2006 11:48:41 AM	csaxton	(No) 1. Do you want to schedule an appointment? Comment for 1: Desktop Review

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-4542 V1

POD	5/8/2006 11:55:41 AM	csaxton	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the POD? (Yes) 9. Does the file contain all the necessary information to verify the POD? (No) 10. Is a POD remark and/or condition required?
General	5/8/2006 11:55:00 AM	csaxton	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (No) 4. Is the basis of claim decree or license? (No) 7. Is the basis of claim a Application or Permit? (Yes) 8. Is the basis of claim a posted notice? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?
Source	5/8/2006 11:57:41 AM	csaxton	(No) 1. Is the basis of claim Decree or License? (No) 2. Is the basis of claim an Application or Permit? (Yes) 6. Is the basis of claim a Posted Notice? (No) 7. Is there evidence that there has been a change in the source? (Yes) 10. Does the file contain all the necessary information to verify the source? (No) 11. Is a Source remark and/or condition required? Description for Question 10 - Desktop Review.
POU	5/8/2006 11:58:19 AM	csaxton	(No) 1. Is the basis of this claim a Decree or License? (Yes) 2b. Is the POU required? (No) 3. Is the basis of claim a Application or Permit? (No) 7. Is there evidence that there has been a change in the POU? (Yes) 13. Does the file contain all the necessary information to verify the POU? (Yes) 14. Is a POU remark and/or condition required? Description for Question 13 - It was defined by TR 4148 when defining the POU for overlapping rights.
Use	5/8/2006 11:58:58 AM	csaxton	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the Purpose of Use? (Yes) 11. Does the file contain all the necessary information to verify the Water Use? (No) 13. Is a Purpose of Use remark and/or condition required? Description for Question 10,11,12 - TR 4148 defined use for overlapping rights.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-4542 V1

Season	5/8/2006 11:59:32 AM	csaxton	(No) 1. Is the basis of claim Decree or License? (No) 2. Is the basis of claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (No) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administrativly determined? (Yes) 15. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?
POD	5/8/2006 11:56:12 AM	csaxton	Updated shape
Summary	5/8/2006 12:26:56 PM	csaxton	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (Yes) 5. Does this right have any combined use limits with other rights? (Yes) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (No) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?

Water Supply Bank:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
NOV 21 1991

Department of Water Resources

A. GENERAL INFORMATION

Permit No. 67-07704
1. Owner: Kermit L. Wiggins Phone No. 208-734-281
Current Address: P.O. Box 86 Cambridge Id. 83510
2. Accompanied by: Same EXAM. DATE: 6/6/91
Address: _____ Phone No. _____
Relationship to Permit Holder: _____
3. Source: Rush Creek tributary to Weiser River

B. OVERLAP REVIEW

1. Other water rights with same place of use: 67-07723 -04542
_____ ☐ Copies Attached ^{See 67-07723 exam}
2. Other water rights with same point of diversion: 67-07723 -04542 -04490
-04154 -04510 ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☒ Alternative diagram attached

*Also see ASES photo & orthophoto
for layout of system*

NOTE MR. Wiggins was quite insistent that permit exams had already been done on 67-07704 + 67-07723 and expressed the opinion that something odd was going on. I told him that no such records could be found but that an additional & thorough search would occur. I have not found any exam info prior to my 6/6/91 exam. As I told him, perhaps he was thinking of dam safety exams or one of several some visit assist Watermaster.

Scale: 1" = _____

2. ☒ Copy of U.S.G.S. Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).
☒ Photo of Diversion and System Attached (required for all but single household domestic groundwater, and stockwater).
☒ Aerial Photo Attached (required for irrigation of 10 acres or more).

FILED
JUL 30 1992

System Description (continued)

3. Narrative: Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

A buried 15" PVC pipe approx. 70' long diverts water from Rush Creek to a lockable headgate. Pipe reduces to 10" at headgate. A flowmeter (gpm + totalizer) 15' from headgate & on 10" line provides watermaster measurement. Pipeline is about 1 1/2 miles long & reduces to 8", then 6", and finally 4" by the time it reaches NE corner of p/w. At that point, a second flowmeter (same type as first one) is found. 4" line runs west to deliver water to two adjoining reservoirs in N6SW 5.10. A 6" outlet pipe from reservoir can return water to Rush Creek at a point in NWNWSE 5.10. The outlet pipe also has a similar flowmeter. The location of the flowmeters & the type of meters (gpm + totalizer) allow watermaster measurements. ☒ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	N/A				

*Code to correspond with No. on map and aerial photo

5. Point(s) of Diversion:

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
	-	SW	NE		3	15N	3W	Washington	7"2' ortho + ASCS photo
									pld on line between NW & SW of SWNE. Same pld as 67-07723

6. Place(s) of Use:

Indicate Method of Determination ASCS photo

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
15N	3W	10									28					32			60

(same area as 67-07723)

MICROFILMED

JUL 30 1992

Do not use this space

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Rainfall Flowmeter	Tru-Flow			84-10-1192		
(this is	Flowmeter	#1 in	system)			
" " "	"	#2 "	"	09-6-1168		
" " "	"	#3 "	"	Unknown - cover is gone		

2. Measurements:

1st measured 1200-1400 gpm
 2nd measured (after cleaning some debris from around headgate)
 1500-1600 gpm
 Exam conducted during peak run-off period on cool, cloudy day
 following a day of rain. Water supply is quite good.

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method: Max measured = 1600 gpm = 3.56506 = 3.57 cfs
 can allow permit max 1.4 cfs div. to storage

2. Alternate Method for Checking Purposes:

N/A

F. PUMP EFFICIENCY DATA (Optional) N/A

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3) ; Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = \underline{\underline{() (40)}}$

$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = \underline{\underline{() (1.8) (1.9835)}}$

$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = \underline{\underline{ }}$

2. Volume Calculations for Other Uses:

However, right limited to storage amount of permit. Also, dam safety info shows capacity of 60 ac for Wiggins Res. No 1. See Reservoir capacity comments for Res. #1 & #2 in 67-07723 exam.

JUL 30 1992

H. REMARKS AND OVERLAP REVIEW ANALYSIS NARRATIVE CONT:

Irrigation occurs via gravity system from 4" main with risers for wheel & hand lines. Direct flow diversion from the creek is measured & gravity irrigation is used. The watermaster then releases the corresponding amount of water from the reservoirs through the 6" line to return water (stored water) to the creek. Water can also exit the 4" irrigation line to the creek at a point in ~~furrows~~ SWNWSE S.10 (but no flowmeter there). This is same system for gravity irrigation found in 67-04542.

Measuring device requirement is met in this system.

Water is stored in Wiggins Reservoir in NESW S.10 (Res. #1 in system).

Diversion capacity is 3.57 cfs.

Div. to storage is shown on permit as 11/1-12/31 & as 10/1-7/15 in item 6b.

Overlap - see attached pgs.

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Diversion to storage	1/1	12/31	1.4	—
Irrigation storage	1/1	12/31	—	60
→ Irrigation from storage	4/15	10/15	—	60
Totals:			1.4	60

DO NOT RECOMMEND IRRIG. from storage period that exceeds other mag. periods in water district #67.

2. Recommended Amendments

☐ Change P.D. as reflected above

☐ Add P.D. as reflected above

☒ None

☐ Change P.U. as reflected above

☐ Add P.U. as reflected above

☐ Other

J. AUTHENTICATION

Field Examiner's Name

Steve Lester

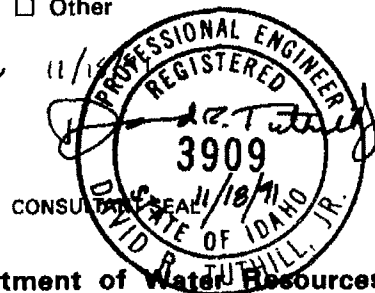
Signature

Steve Lester

Certification Date

Field Report Preparation Date

6/6/1991



K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

ENCLOSURE

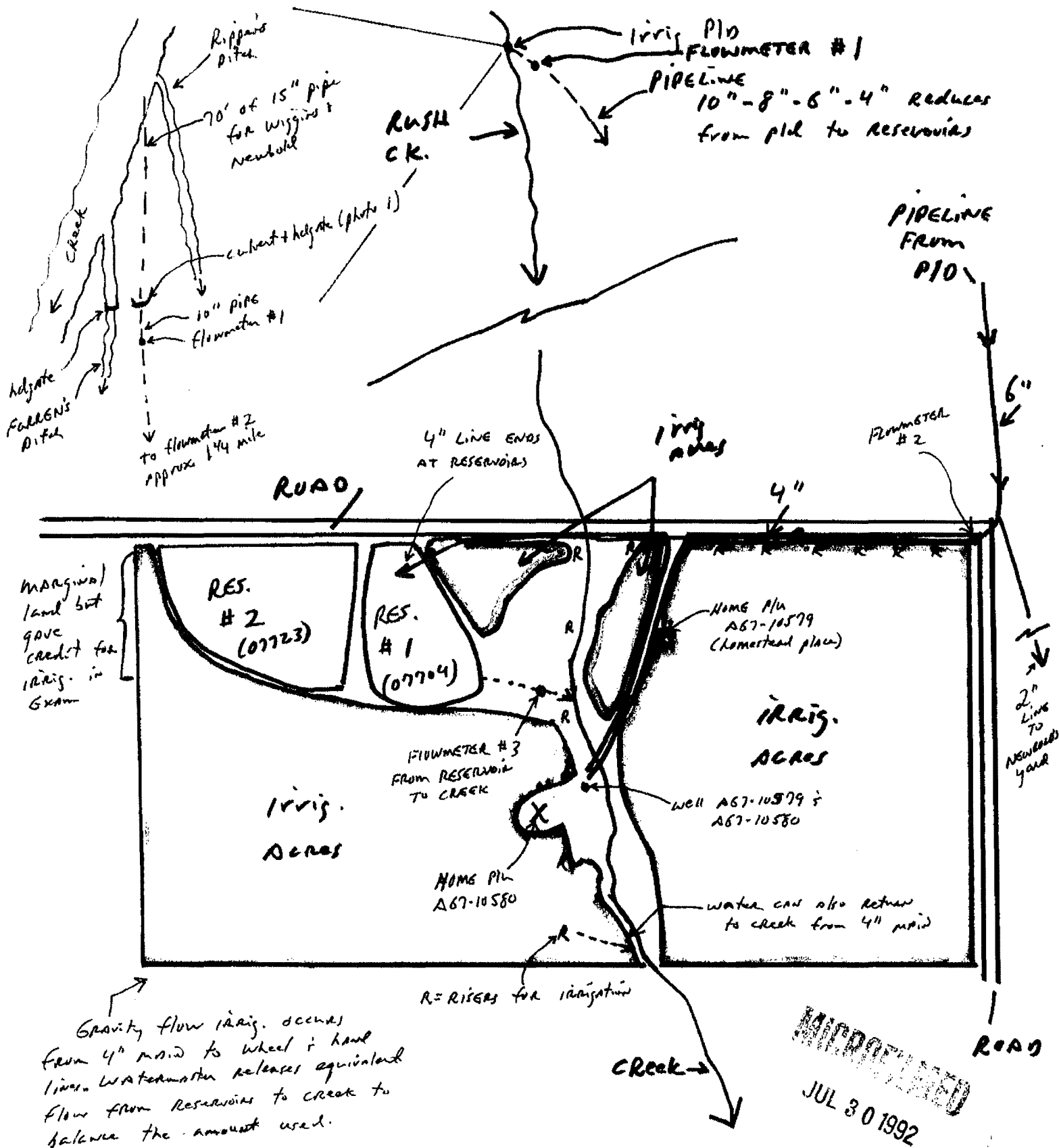
JUL 30 1992

SYSTEM DIAGRAM - Wiggins

67-07704

67-07723

67-10579 & 10580



REPRODUCED
JUL 30 1992

Walker Law Office

Attorneys at Law

232 E. Main St.
P.O. Box 828
Weiser, ID 83672

Lary C. Walker
Delton L. Walker

RECEIVED
APR 19 2006
DEPARTMENT OF
WATER RESOURCES
Telephone (208) 414-0390
Facsimile (208) 414-0404

April 17, 2006

CRAIG L SAXTON
DEPARTMENT OF WATER RESOURCES
PO BOX 83720
BOISE ID 83720-0098

RE: Snake River Basin Adjudication (SRBA) claim 67-4542

Dear Mr. Saxton

Enclosed please find Mr. Wiggins Affidavit.

Please call if you need more information or have questions.

Thank you.

Sincerely,

WALKER LAW OFFICE

April C. Rupe

April C. Rupe
Legal Assistant to Lary C. Walker

LCW/acr

SCANNED

APR 20 2006

AFFIDAVIT OF KERMIT WIGGINS

I, Kermit L. Wiggins, being first duly sworn on oath, deposes and says:

1. My wife Joana Wiggins and I purchased a 40 acre tract of land from Wilbert Maddox and Mae Marie Maddox the 28th of August, 1970, a copy of that deed is attached as exhibit A and incorporated herein.

2. On May 1st, 1992, my wife and I purchased a second tract of land which joined the above tract from Jack and Della Rippen consisting of a little in excess of 40 acres as described in exhibit B attached. 67-4514

3. These two parcels of land join each other and were irrigated out of the same diversion, ditches and irrigation system. Water was diverted out of Rush Creek approximately a quarter of a mile above the northern boundary of my property, was transported to what appeared to be old existing ditches and conveyed the water to my property which was a little above the river.

4. The ditches also extended through my property to the Rippen 40 acres supplying water from the same diversion point to the Rippen 40 acres.

5. When I purchased the property from Mr. Maddox, I received an abstract of title showing the chain of title to these two 40 acre tracts of land, beginning with John Cuddy, the first owner down through Mr. and Mrs. Maddox.

6. The first entry in the abstract of title was a land patent deed to John Cuddy dated and filed December 31, 1873. A copy of this abstract is attached as exhibit C.

7. When I purchased the property, Mr. Maddox was very old and his neighbor Glenn Farrens had operated the property for a period of years and was very familiar with the irrigation system. Mr. Farrens walked around the property and showed me how the irrigation diversion works, ditches and property which was irrigated.

8. Mr. Farrens was familiar with the property and had lived in the area all his life. I believe Mr. Farrens was proximally 65 years old at the time he showed me the irrigation system.

9. The above referenced abstract of title shows that Mr. Cuddy applied for and posted notice of a claim of water rights dated September 21, 1869, when he was in possession of the 80 acre tract of land, which I now own, because the federal law required the homesteader be on the tract of land for five years prior to the homestead deed.

10. The notice of filing was registered in book 1 page 1 and was therefore the earliest water rights on Rush Creek. Sometime after I purchased the property I checked these records and personally observed and copied these documents, consisting of a copy

of the recording book page and the notice of water rights attached as exhibits D & E contained in the Washington County records.

11. These two documents are identical to those attached to your letter of February 24, 2006. Further, I researched the Muir vs. Allison records along with my attorney Lary C. Walker of Weiser, Idaho and found that the party, who owned the property during the entire Muir vs. Allison proceedings was Charles Wallace and his wife Esther.

12. Mr. Wallace paid irrigation taxes to Cambridge Irrigation District as is referenced in that abstract of title and used the water during that time. Mr. Wallace then sold the property to Mr. Maddox from whom I bought the property.

13. This affidavit is prepared as supplemental support to the water rights claim number 67-4542.

14. When I change the point of diversion from the location approximate one-quarter mile above my property further up Rush Creek, as evidenced in the files of the Department of Water Resources, I made formal application for those changes as would be evidenced by your records.

15. At the same time that I changed the diversion, I also made application to store water in a pond so that I could divert water out of Rush Creek during the early run off-season while there was adequate water to fill my pond without taking from other water rights.

16. When the water of Rush Creek got too low to satisfy my water rights, I then emptied water out of my pond back into the creek in amount equal to what I diverted out of my upper diversion. That is if I took out 200 inches from my upper diversion of Rush Creek I returned 200 inches out of my pond into Rush Creek based on the exchange of use application which I filed with the department which was approved.

17. I am in the process of preparing an application for transfer of water rights when I sold some property to Brett Newbold. Subsequent to the purchase of the above 80 acres, I purchased 160 acres from Mr. Farrens, the son of Glenn Farrens above referenced.

18. That property had separate water rights associated with it. At the time of the sale of the property Mr. Newbold and I agreed that I would install a separate diversion system parallel to the earlier diversion system established and divert water to my ponds and 80 acres based on the water rights that remained with that property. Mr. Newbold retained the first diversion with the original water rights appurtenant to the Farrens' property.

19. Approximately 1 year after the sale to Mr. Newbold, I established that new diversion pipeline which carries the above cuddy water from the same diversion point to

my ponds and my 80 acres. In addition, I irrigated additional 40 acres which is associated with lesser water rights, which should not be confused with the original cuddy water rights on my 80 acres.

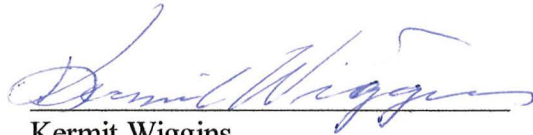
20. The water rights associated with the Farrens 160 acres remained with that property and is irrigated through the original diversion pipeline which has no connection with either my ponds or my 80 acre water right since I installed a separate pipeline in 2001.

21. Because there was not adequate water to benefit both my home place and the newly purchased Farrens' property which was subsequently sold to Mr. Newbold, it was my intention and understanding that the original water rights remained associated with my home place which I transferred as 4184 which was finalized in 1994.

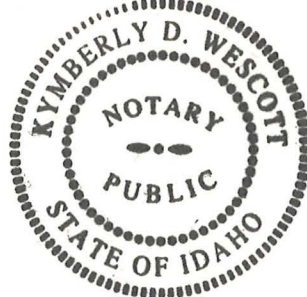
22. This supplement affidavit and my application to transfer water right is for the purpose of keeping the original water rights associated with 67-4514 with my homestead and 80 acres, and all water rights associated with the original Farrens tract of land should be transferred to Brett Newbold.

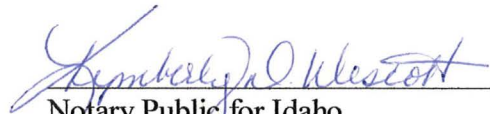
23. I submit this affidavit in support of both the original cuddy and pond storage water rights with the intent of having each tract of land preserved the water rights originally associated with each track. The supporting documentation is documents which are recorded in Washington County and are therefore authenticated as public records documents.

DATED this the 12th day of April 2006


Kermit Wiggins

SUBSCRIBED AND SWORN to before me this 12th day of April 2006




Notary Public for Idaho
Residing at: Weiser
My Commission Expires: 05/17/2010

WARRANTY DEED

WILBERT MADDOX, ET UX

TO

KERMIT WIGGINS, ET UX

DATED: August 28, 1970

INSTRUMENT NO. 115338
STATE OF IDAHO, COUNTY OF WASHINGTON
for record at the request of

Washington County Title Co.

16 min. past 4:00 o'clock P. M.

the 21st day of November 1978

99 OF Deeds pg. 718

BY LAUREL Recorder Fee \$1.00

Pauline Brown

Idaho First National Bank
P. O. Box 230
Weiser, Idaho 83672

INDEXED

COMPALED

EXHIBIT A

PAGE 1 OF 2

APR 20 2006

SCANNED

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of One Dollar and other good and valuable consideration in hand paid to WILBERT MADDOX and MAE MARIE MADDOX, husband and wife, of Washington County, State of Idaho, Grantors, by KERMIT WIGGINS and JOANA WIGGINS, husband and wife, of Washington County, State of Idaho, Grantees; the Grantors do hereby grant, bargain, sell and convey unto the Grantees, the following described real estate situated in Washington County, State of Idaho, to-wit:

The Northwest Quarter of the Southeast Quarter of Section Ten (10) in Township Fifteen (15) North, Range Three (3) West of Boise Meridian, and together with any and all water and water rights and irrigation works of whatever nature, used upon, connected with or in anywise appurtenant to said premises.

SAVE AND EXCEPT, the residence and immediate outbuildings around the residence, and that portion of the above described real estate upon which the residence and immediate outbuildings are located. The residence and outbuildings hereinabove immediately described shall be reserved unto the parties of the first part for the natural life of both parties of the first part, or in the event that said parties of the first part shall become so incapacitated due to poor health that they cannot remain on the premises, then the residence and outbuildings will pass to the parties of the second part. The foregoing determination is to be made by two physicians qualified to practice medicine in the State of Idaho. They shall furnish their opinions to the parties of the second part in writing.

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

DATED This 18th day of August, 1970.

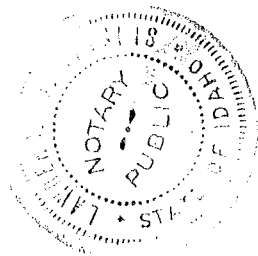
Wilbert Maddox

Ma Marie Maddox

STATE OF IDAHO)
County of Washington) ss

On this 18th day of August, 1970, before me, a Notary Public in and for said State, personally appeared WILBERT MADDOX and MAE MARIE MADDOX 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.

Lawrence J. Higgins
Notary Public
Residing at: Weiser, Idaho



LAW OFFICES
DONART & DONART
WEISER, IDAHO

SCANNED

APR 20 2006

EXHIBIT A

PAGE 2 OF 2

WARRANTY DEED

INSTRUMENT NO. 154299
PAGE 1 OF 1

For Value Received JACK L. RIPPEN and DELLA RIPPEN, husband and wife,
AND ARNOLD RIPPEN, a single man, AKA ARNOLD M. RIPPEN

the grantor^s, do hereby grant, bargain, sell and convey unto KERMIT L. WIGGINS and JOANA WIGGINS, husband and wife,

whose Address is: P.O. Box 86, Cambridg, ID 83410

the grantees, the following described real estate situated in Washington County,
State of Idaho, to-wit:

A parcel of land in Section 10, Township 15 North, Range 3 West
of the Boise Meridian, in Washington County, Idaho, as follows:

SW1/4SE1/4

And a portion of SE1/4SE1/4 of Section 10, Township
15 North Range 3 West of the Boise Meridian more
particularly described as follows:

BEGINNING at the Northwest corner of said SE1/4SE1/4;

Thence South 89 degrees 02' 46" East along the North line
of said SE1/4SE1/4, a distance of 10.00 feet;

Thence South 0 degrees 17' 19" West along a line 10.00
feet Easterly of and parallel with the Westerly boundary
of said SE1/4SE1/4, a distance of 1319.52 feet to a
point on the South boundary of said SE1/4SE1/4;

Thence North 89 degrees 01' 59" West along said South
boundary, a distance of 10.00 feet to the southwest
corner of said SE1/4SE1/4;

Thence North 0 degrees 17' 19" East along the Westerly
boundary of said SE1/4SE1/4, a distance of 1319.52 feet
to the POINT OF BEGINNING.

This parcel is subject to all easements and rights-of-
way existing on of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantor s do hereby covenant to and
with the said Grantee s, that they are the owners in fee simple of said premises; that said
premises are free from all incumbrances with the exception of A LIFE ESTATE IN THE
HOUSE AND OUTBUILDINGS, DRIVEWAY, YARD AND GARDEN AREAS IN ARNOLD
RIPPEN.

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

Dated this 1st day of MAY, 19 92

Jack L. Rippen
Jack L. Rippen

Arnold M. Rippen
Arnold Rippen

Della Rippen
Della Rippen

STATE OF IDAHO, COUNTY OF Washington
On this 1st day of May, 19 92
before me, a notary public in and for said State, personally
appeared Jack L. Rippen

Arnold M. Rippen
Della Rippen

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

Notary Public
Residing at WEISER, Idaho
Comm. Expires 1-1-93

STATE OF IDAHO, COUNTY OF WASHINGTON

I hereby certify that this instrument was filed for record at
the request of WEISER VALLEY TITLE

at 43 minutes past 15:00 o'clock pm.,
this 6TH day of MAY
19 92, in my office, and duly recorded in BOOK
of Deeds at PAK # 154299

Mary Kautz

Ex-Officio Recorder

By Carol Ryhurst
Fees \$ 3.00
Mail to: WEISER VALLEY TITLE
SCANNED

Deputy

Comp. Index
Comp. Rel.
Film
Compare
Card Rel.
Bk. Rel.
Updates
Return

INSTRUMENT NO.

CAPTION

No. 7910

ABSTRACT OF TITLE

To the following described real estate situated in the County of Washington, State of Idaho, and described as follows, to-wit:

The Northwest Quarter of the Southeast Quarter of Section Ten (10) in Township Fifteen (15) North of Range Three (3) West of the Boise Meridian.

Prepared By
Washington County Title Co.
Weiser, Idaho

EXHIBIT C

SCANNED

PAGE 1 OF 1

APR 20 2006

Names	Water	Date	Book	Page
Cuddy John & Co	Rush Creek	Sep 16 1889	1	1
Colson James	" "	Aug 20 1880	"	34
Cass Harrison	Cottonwood "	May 26 1881	"	35
Cornett Jacob	Fall Creek	June 14 1883	"	71
Chaffa M D	Little River	" 18 1883	"	73
Childs Henry E.	Hornet Creek	Aug 17 1883	"	79
Colson J. & Anthony	Meris River	June 18 1884	"	106
Cuddy John	Meris River	Aug 19 1884	"	110
Cuddy John	Meris "	Aug 18 1885	"	134
Carrick Thos & Etal.	Goose Creek	July 23 1886	"	153
Craig C. H. & Etal.	Shugil Creek	June 10 1885	"	137
Colson James & Etal.	Am, Etal Creek	May 28 1886	"	150
Campbell Norman H.	Indian Creek	May 9 1887	1	172
Clark, J. W.	Little Salmon	June 11 1885	1	154
Clay Thomas	Goose Creek	Sept 21 1888	1	208
Childs John	Goose Creek	May 18 1889	1	224
Childs H. C.	Lim Creek	Apr 28 1890	1	242
Craven Jas A	Justin Creek	Aug 4 "	1	254
Craig John & Co	Indian Creek	May 26 1891	1	262
Craft John H.	Crooked River	Oct. 8 "	"	271
Copple	Indian Creek	" "	"	280
Cosens John	Jenkins Creek	June 20 1892	"	299
Carrick Thomas & Etal	Deer Creek	Oct 14 1891	"	302
Carewell W. J.	Mid Creek	Aug. 1 1892	"	304
Cookwell L. M.	Bear Creek	Mar 29 1893	"	321
Cotter David	Crow Springs	June 12 "	"	326
Campbell J. H.	Spring	July 19 1894	"	330
Cornett, Jacob	"	Aug. 18 "	"	343
Cordell, Bedney	Crane Creek	" 27 "	1	348
Caldwell J. H.	Crane Creek	Nov 30 "	"	348
Craig J. A.	Bear Creek	Mar 25 1895	"	358
Cornell Hilary	Little Spring	Jan 29 1896	"	415
Campbell J. H.	Little Spring	Feb 29 "	"	415
Campbell J. H. & Etal	Bear Creek	May 29 1897	"	435

EXHIBIT

D

PAGE 1 OF 1

95 64-
 Notice is hereby given that we John Cuddy
 and Edward D. Sime have this 16th day of
 September A D 1869, claimed and appropri-
 ated and we do hereby claim and approp-
 riate for irrigating and milling purposes
 One thousand cubic feet per minute of
 the water of Rush Creek upon Weiser
 Valley in Ada County Idaho Territory and
 that for said purposes it is our intention
 to take and turn said 1000 cubic feet of
 water per minute from the bed or channel
 of said Creek in a flume or Ditch at a
 point on said Creek about two miles
 above the Lower end of a certain pine
 Grove near a pine tree marked C & S.
 and to conduct the same in such flume
 or ditch on the Bank of said Creek about
 two miles to lower end of said pine Grove
 and to the place at which we have already
 commenced the erection of a water power
 mill on said Rush Creek

witness our hands
 the day and year first above written

John Cuddy
 Edward D. Sime

Filed for Record at 6 O'clock P.M.
 Sept 21st 1869.

W. L. Fleppin
 Recorder

EXHIBIT

E

SCANNED

PAGE

1

OF

1

STAPLES

03/14/2006 16:00 FAX 9285051105

Payette-Washington County ID Archives Obituaries.....Cuddy, John 1899

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<http://www.rootsweb.com/~usgenweb/copyright.htm>

<http://www.rootsweb.com/~usgenweb/id/idfiles.htm>

File contributed for use in USGenWeb Archives by:

Patty Theurer seymour784@yahoo.com December 9, 2005, 3:01 am

Payette Independent

Payette Independent

Payette, Idaho

Thursday, Nov. 16, 1899

John Cuddy, one of Washington county's pioneers, died at his residence near Salubria last Thursday. By reason of the fact that Mr. Cuddy for years ran a flouring mill at Salubria, his was a familiar name throughout this portion of the state.

File at: <http://ftp.rootsweb.com/pub/usgenweb/id/payette/obits/c/cuddy1191gob.txt>

This file has been created by a form at <http://www.genrecords.org/idfiles/>

File size: 0.9 Kb

Untiring Worker

Galloway was the most careless person of his personal health and safety I ever knew. He was an untiring worker and it seemed that he never realized when night came on, if there was anything that ought to be finished up. He would go on foot among a corral full of wild range horses, when they were rearing and plunging all around him without the least fear of getting hurt. John Cuddy, who lived for many years in the upper valley and ran a flour mill on Rush Creek, told of meeting him one day on Mann Creek under rather hazardous looking conditions. I will try to tell it as Cuddy told it in his own Irish style. He said: "I was going up Manns crick wan day whin I saw a tame coomin down the road, running away, and I pulled out to kape them from running into me, and whin they coom up by me I saw it was Tam Galloway. He had two wild horses hitched to the running gears of a wagon without any brake and with two boards laid on the bolsters and Mrs. Galloway was sitting up there a laughin' and hollering' and holdin' a baby with two little fellers holdin' on behind her. Just as they passed me Tam turned them up a steep gulch where they had to stop and I win up and helped get them turned around and thin they wint on down the road to visit some place. I would not have my family on that wagon for tin thousand dollars, but it was all right with Tam and Mrs. Galloway."

<http://www.patrolloff.com/his14.htm>

.....
This excerpt is from Chapter 14. Goto the link listed above for more information
(csaxton 5-3-06)

CUDDY

John Cuddy was not a Council resident, but he was an important factor in its development for it was his mill which provided all of the flour used in the area in early days.

He was born in Tipperary, Ireland, November 15, 1834, and came to America with his family when he was six years old.[1] In 1871 he married Delia Tyne, who was also born in Ireland.[2] She was a gay, laughing girl who loved life and feared nothing.

In 1869 he settled on Rush Creek,[3] **five miles north of the present town of Cambridge.** Here he built a two-story lumber and grist mill. On the ground floor he sawed rough lumber and he ground flour in the upper story. Cuddy flour became an important item of food in the mining camps of Boise Basin, Warrens, and Florence as well as in Council Valley, Salubria, and Middle Valley. Mrs. Cuddy cut and sewed the flour sacks, then stamped "Cuddy's Flour" on them. These sacks were put to a multitude of uses in every household, becoming children's clothes, quilts, curtains, aprons, dish towels, and diapers.

One winter John Cuddy started to Boise with two four-horse teams and wagons loaded with dressed hogs and bacon. Snow and mud were so deep it took them four days to travel nine miles. They took the loads as far as possible each day and then returned to the house to sleep.

On one trip from Boise Cuddy brought back several hundred pounds of stock salt. He also brought some kerosene which spilled all over the salt, making it unusable. However, he had no intention of discarding such a valuable load. He spread the salt out in the spring sunshine which soon evaporated the odor.

John Cuddy was liked by almost everyone. Chief Joseph, of the Nez Perce Indians, was his very good friend.

The 1880 census of Washington County lists their children: Katie, Nellie, John, Mary, and a six-month-old son who was as yet unnamed.

John Cuddy died November 9, 1899, and is buried in the Salubria Cemetery.

1 Obituary of John Cuddy, Salubria Citizen, November 10, 1899.

2 1880 Census of Washington County, Idaho.

3 Obituary of John Cuddy.



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 24, 2006

KERMIT WIGGINS
2321 BARRANCA DR
LAKE HAVASU CITY AZ 86403

RE: Snake River Basin Adjudication (SRBA) claim 67-4542

Dear Mr. Wiggins,

In reviewing your SRBA claims I ran into one other problem that I am going to need your help with. Claim 67-4542 is for irrigation of 80 acres on your property around and to the west of the ponds. You claimed a priority date of June 1, 1869 based on a posted notice. For your convenience, I am enclosing a copy of the posted notice.

The copy of the posted notice I have on file does not list the Place of use that this water right was claimed for. I either need a copy of the posted notice that lists a legal description (Township, Range, Section) verifying that the water use described in the posted notice is applicable to your property, or you could provide me with a deed trail showing ownership of the place of use claimed from John Cuddy to yourself.

I just need something to show me that this posted notice was meant for water use on your property.

With out this information I will need something to support the earliest date we can of when that water was used on your property. Like we spoke about with 67-4514, if you can confirm yourself that the water was used before 1971, that is a start.

Please let me know if you have any questions.

Respectfully submitted,

Craig L. Saxton
Sr. Water Resource Agent
Adjudication Bureau

2-22-06: There are no Decreed Rights in Claimed
POU

: Person on Posted Notice was not
Party to Decree.

: However, The posted Notice doesn't
show a Place of use. I searched all Rush
Creek Decreed Rights for 1869 priority
date and found none.

Van Bussum, Monica

From: Harvey, Becky
Sent: Friday, August 05, 2005 11:09 AM
To: Van Bussum, Monica
Subject: RE: 67-4542

Monica: Sounds like you have everything - the priority date relates back to the date notice was posted.

Also - I am still looking for the 12/19/1890 *Agreement* which we discussed the other day. I may have to call Weiser Irrigation District to track it down - I haven't found it yet in our court documents. Just so you know I haven't forgotten about it.

Becky

-----Original Message-----

From: Van Bussum, Monica
Sent: Friday, August 05, 2005 11:02 AM
To: Harvey, Becky
Subject: 67-4542

Becky,

I just came across a claim with a posted notice and hope you can help me determine if I have everything I need for evidence of priority. I have a copy of the posted notice and everything appears to be in order with that (date, diversion, volume - 1000 cubic feet per minute). There is a note on the notice of claim for 4542 that the "filing for water by Cuddy in 1869 is on page 1 of book 1 of the territorial filings." I have a copy of that page in the file, as well. This property was not included in Muir v. Allison, also according to the notice of claim.

So, my question is, do I have everything I need to establish evidence of priority? Thanks!

Monica

*NO. The posted notice
doesn't give a POW.
C. G. H. H.
2-22-06*

TRANSFER REVIEW SHEET

Transfer # 4148

Date Reviewed 02-02-94
28

Right(s) 67-04514 _____
67-07704 _____
67-07723 _____

B: Change P/D C: Add P/D D: Change P/U E: Change Nature of Use

F: Change Period of Use G: Other H: Change P/D & Add P/D

I: Change P/D & P/U J: Add P/D & Change P/U
4514 7704/7723

Proof of Ownership '92 tax notice (NWSW) + Warranty Deed (NWSW), S10
Deed confirmed as current by Assessor's office. Covers P/U under 7704+7723

Transfer ✓ All of Rights _____ Portion of Right (Part B _____)

Resulting Split(s) NONE

Check Transfer Against Right

C/4.0

(1) ✓ Priority (2) ✓ Use (3) Season (4) ✓ Rate (5) Volume

(6) ✓ Source (7) P/D (8) P/U (9) ✓ Proof/Owner (10) ✓ Map

(11) 67 Water District (12) Yes Pertinent Conditions (13) NO Expansion
004, R40

(3) Reduce 4514 to Standard Season 4-1 to 10-31

Expand 7704+7723 to Standard " " "

(5) No VOL on 4514 - $20 \times 4.0 = 80 \text{ ac}$ < Vol

(7) Change P/D 4514

(8) Change P/U to reflect total P/U of 260 acres / Limit 4514

67-04514 Overlaps with other rights - Should be on XFER?

Pt. of exchange NWSW, S10 per Fidd Exam.

P/U 260 total (4514-20)

Transfer Remarks Special Conditions per Protest Agreement + Dave T.'s request.
Licenses Edited in Remarks

Conditions 004, R40, R31, T01, T04, T07, T08, T09
4514

Database/Processing Notes T Files / Copy Remarks / Conditions + P/U
to each. Edit 4515 to individual remarks when approved.

Wiggins XFER-113

Database Updated 6-23-94
28

Wiggins

Transfer No. 3228Water Right No. 67-4542

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
To Change the Point of Diversion and/or the Place of Use

APPROVED

Name of applicant Kermit L. Wiggins Phone 208 257-3428Post Office address P.O. Box 86 Cambridge, Idaho 83610

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____ (Name)
in case of _____ vs _____
dated in _____ in _____ county of _____
(Name of court)
- b. License No. _____ issued by the Idaho Department of Water Resources
- c. Claim No. 67-4542 on file with the Idaho Department of Water Resources

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant. If the applicant is not the original holder of the water right, explain how it was acquired _____

3. Source of water Rush Creek tributary to Weiser River4. Date of priority 1873

5. Water is used for the following purposes:

amount 1.80 for irrigation purposes from Apr. 15 to Oct. 15.

amount _____ for _____ purposes from _____ to _____

amount _____ for _____ purposes from _____ to _____
(month/day — both dates inclusive)

6. Total amount of water under right: a. 1.80 cubic feet per second
&/or
b. _____ acre feet per annum

7. Location of original point of diversion is SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 3
Township 15N Range 3W, B.M., in Washington County
Additional points of diversion, if any _____

8. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
15N	3W	10									25					35			60

Total number of acres to be irrigated 60

9. Describe any other water rights used for the same purpose as described above _____

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10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of nonuse? NO
If so, describe in item D. REMARKS

B. DESCRIPTION OF PORTION OF RIGHT OWNED BY APPLICANT (If the entire right is owned by the applicant, omit part B).

1. Amount of water: a. _____ cubic feet per second
&/or
b. _____ acre feet per annum
2. Point of diversion: _____ $\frac{1}{4}$ _____ $\frac{1}{4}$, Section _____ Township _____
Range _____, B.M., _____ County
Additional points _____
3. Place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	

Total number of acres to be irrigated _____

C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. General Information

- a. Amount of water to be diverted 1.80 c.f.s. &/or _____ acre feet
- b. Description of diverting works headgate, wier and gravity flow pipeline

c. Describe the reasons for the proposed changes Three property owners went together on a gravity flow pipeline and the point of diversion comes from one of the property owners original point of diversion. Therefore I want to transfer my water to this new point for my use in the pipeline.

2. Change in point of diversion

Point of diversion SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 3 Township 15N
Range 3W, B.M., Washington County
Additional points _____

3. Change in place of use

- a. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes no No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed change.
- b. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer
It will change from a flood irrigation system to a gravity flow pipeline irrigation system.

c. Describe the lands and place of use to which the right will be transferred.

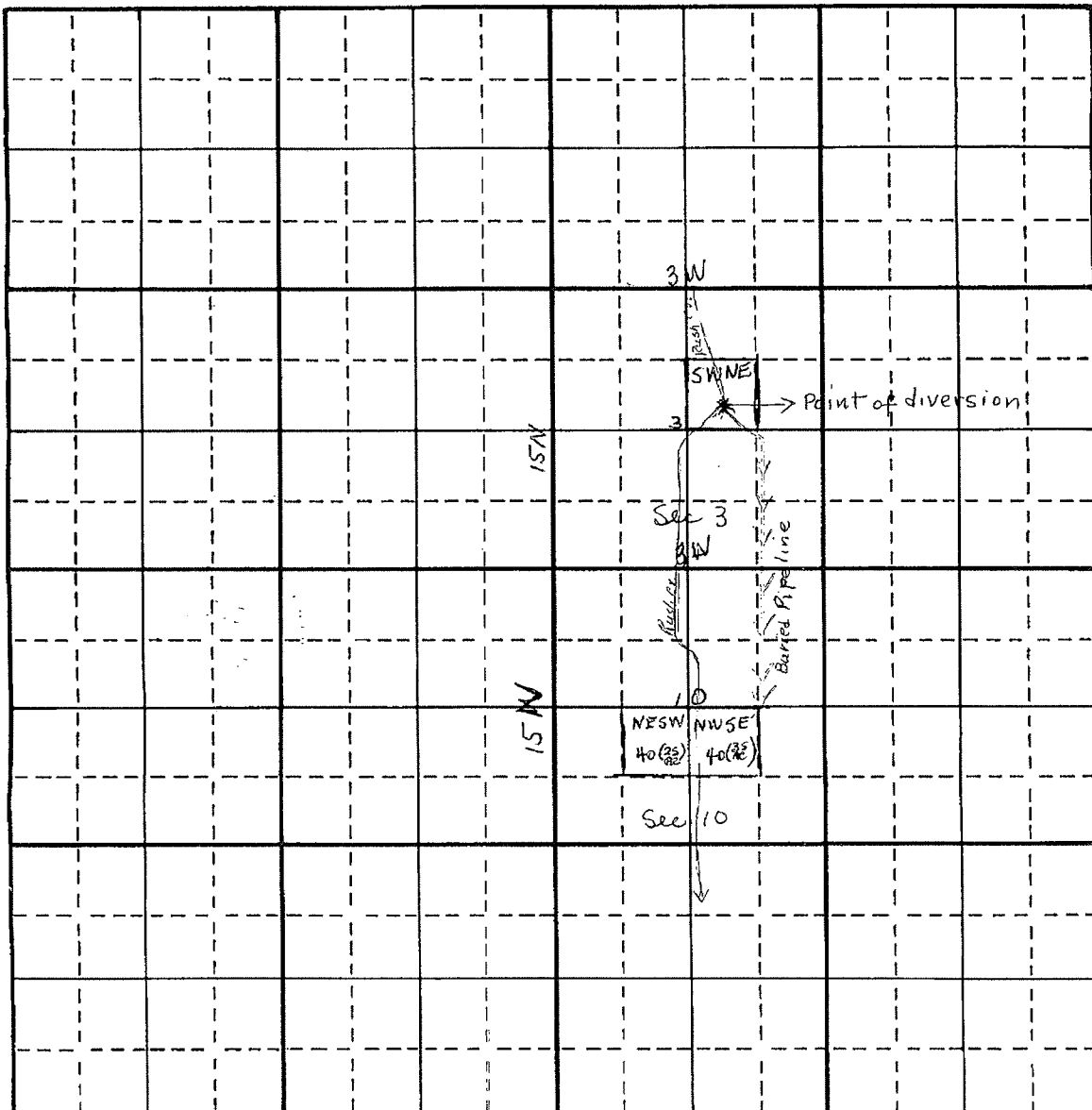
THE LAND REMAINS THE SAME ONLY THE POINT OF DIVERSION CHANGES

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Total number of acres to be irrigated _____

4. Describe any other water rights used for the same purpose as described above. _____

5. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

10/20/2010

D. REMARKS

This transfer of diversion was made necessary due to an objection from Hubert Ward and Francis Phipps when I tried to put in a buried pipeline from my own point of diversion along the county road right-of-way. I had all the proper permits that were required to do that job. This was in 1983.

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Subscribed and sworn to before me this 30th day of May, 19 85

Dennis L. Higgins
(Signature of Applicant)

B. J. Soules
(Notary Public)

My commission expires 8-12-85

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 67-4542 and said application is hereby APPROVED, subject to the following limitations and conditions:

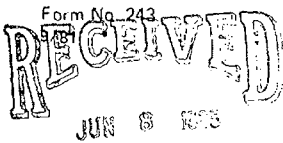
1. Approval of this transfer does not confirm the right claimed.
2. A measuring device and lockable controlling works of a type acceptable to the Department shall be permanently installed and maintained as part of the diverting works.
3. Use of water under this right is subject to control by the watermaster of State Water District No. 57, Weiser River.

Witness my hand this 6th day of January, 19 86

J. Glen Saxton
Chief, Operations Bureau

FOR DEPARTMENT USE ONLY

Received by JP Date 5-31-85 Protest filed by _____
Prelim. check by J.G. Fee \$50.00
Received by JP Date 6/3/85 # 36072
Published in Idaho County Free Press Copies of protest forwarded by _____
Pub. dates 6/20/85 & 12/3/85 Hearing held by _____ Date _____
Watermaster recommendation requested on _____ Recommended for approval denial
_____ rec'd. _____ by DRT

Claim No. 67-4542STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Western Regional Office

CLAIM TO A WATER RIGHT

Department of Water Resources
Western Regional Office

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Kermit L. Wiggins
(Name of Claimant)
P.O. Box 86 Cambridge, Idaho 83610 Telephone No. 257-3428
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) 1873

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
Rush Creek tributary to Weiser River

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Quantity	(cfs, af)	Use	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity <u>1.80</u>		Use <u>irrigation</u>		Period of Use From <u>4-15</u>	To <u>10-15</u>
Quantity _____		Use _____		Period of Use From _____	To _____
Quantity _____		Use _____		Period of Use From _____	To _____
Quantity _____		Use _____		Period of Use From _____	To _____
Quantity _____		Use _____		Period of Use From _____	To _____

(4) TOTAL QUANTITY USED.

(5) A) Point of diversion: (Location of point where water is diverted from its source)
SE 1/4 SW 1/4, Sec. 3 Twp. 15N Rge. 3W B.M., County of Washington
Additional points of diversion: _____

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. steel headgate, pipeline & diversion dam

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE1/4				NW1/4				SW1/4				SE1/4				TOTAL
			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	
15N	3W	10									25					35			60

No. of acres 60

B) If water is used for other than irrigation, fully describe that use, being as specific as possible: _____

NOTE: Include here the type and number of stock watered: _____

(7) If you are claiming water as a member of an organization, list name of organization: _____

(8) Remarks _____

R 3 W

Sec 3

SE SW point of diversion

Sec 10

NE SW NW SE

T 15 N

Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of Washington) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 7th day of June, 1983.

Hermit A. Wiggins
(Claimant)
B. G. Boules
Notary Public
Residing at Cambridge

My commission expires 8-12-85

FOR DEPARTMENT USE ONLY

Received by <u>7-5-83</u> <u>no check</u>	Date <u>6-8-83</u>	Exception filed by:	Forwarded to	Date
Prelim. check by <u>JG</u>	Date <u>11-18-83</u>		claimant by:	
\$30.00 fee received by <u>ma</u>	Date <u>11-18-83</u>	<u>30340</u>		
Published in <u>Uggen County News Register</u>				
Dates <u>1/26 & 2/2/84</u>				

Names	Water	Date	Book	Page
Cuddy John & Co	Rush creek	Sep 16 1889	1	1
Colson James	" "	Aug 20 1880	"	30
Case Harrison	Cottonwood "	May 26 1881	"	33
Cornett Jacob	Fall Creek	June 14 1883	"	71
Chaffa M D	Little river	" 18 1883	"	73
Childs Henry E.	Hornet Creek	Aug 17 1883	"	79
Colson, Jas & Anthony	Musier River	June 18 1884	"	106
Cuddy John	reiser River	Aug 19 1884	"	110
Cuddy John	main "	Aug 17 1885	"	134
Carriek Thos & Etal.	Goose Creek	July 23 1886	"	153
Craig, C. H. & Etal.	Murgil Creek	June 10 1885	"	137
Colson James & Etal.	Pin, Etal creek	May 28 1886	"	150
Campfr. Norman H.	Indian Creek	May 9 1887	1	172.
Clark, G. W.	Little Salmon	June 4 1888	1	194.
Clay, Thomas.	Goose Creek	Sept 21 1888	1	208
Curtis John	Goose Creek	May 18 1889	1	224
Childs H. C.	Lin. Creek	Apr 28 1890	1	242
Craven Jas A	Jenkins Creek	Aug 4 "	1	254
Childs Henry E.	Indian creek	May 20 1891	1	262
Clifton John R.	Crooked River	Oct. 8 "	"	271
Colper	Indian Creek	" "	"	280
Colsons John	Jenkins Creek	June 25 1892	"	299
Carriek Thomas Etal	Bear Creek	Oct 14 1891	"	302
Carewell Wm J	Mad Creek	Aug. 1, 1892	"	304
Cockrell, L. M.	Bear Creek	May 29 1893	"	321
Cotter Daniel S.	Cow Springs	June 12 "	"	326.
Campbell J. W.	Springs	July 19 1894	"	330
Cornett, Jacob		Aug. 16 "	"	343.
Cordell, Bedney	Crane Creek	" 27 "	1	345
Caldwell J. A.	Crane Creek	Nov 30 "	"	349
Craig J. A.	Bear Creek	May 25 1895	"	358
Cornell Hilgair	Little Verde River	Jan 29 1896	"	4115
Campbell J. H.	Crane Springs	Feb 29 "	"	4114
Cummins H. & Etal	Bear Creek	May 29 1897	"	436

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95 34-
 Notice is hereby given that we John Cuddy
 and Edward D. Tyne have this 16th day of
 September A D 1869, claimed and appropri-
 ated and we do hereby claim and approp-
 riate for irrigating and milling purposes
 One thousand cubic feet per minute of
 the water of Rush Creek upon Weiser
 Valley in Ada County Idaho Territory and
 that for said purposes it is our intention
 to take and turn said 1000 cubic feet of
 water per minute from the bed or channel
 of said Creek in a flume or Ditch at a
 point on said Creek about two miles
 above the Lower end of a certain pine
 Grove near a pine tree marked C & T.
 and to conduct the same in such flume
 or ditch on the Bank of said Creek about
 two miles to lower end of said pine Grove
 and to the place at which we have already
 commenced the erection of a water power
 mill on said Rush Creek

witness our hands
 the day and year first above written

John Cuddy
 Edward D. Tyne

Filed for Record at 6 O'clock P.M.
 Sept. 21st 1869.

W. L. Shippen
 Recorder

ATTACHMENT A

SRBA CLAIM CHECK PER BENEFICIAL USE EXAM

EXAMINER JK DATE SUBMITTED 6/3/91
ADJUDICATION AGENT _____ RESPONSE DUE DATE by JK 6/3/91
COUNTY Washington OWNER'S NAME Wiggins

PERMIT DATA	T	R	S	Q/Q	T	R	S	Q/Q
P/D	_____	_____	_____	_____	_____	_____	_____	_____
P/U	_____	_____	_____	_____	_____	_____	_____	_____

ADJUDICATION DATA RELATING TO THIS PERMIT NUMBER

A. Check Permit Number for Adjudication Claim Filing

- ☐ Claim required for permit but not filed
(examiner needs to notify permit holder during exam) -
☒ Claim filed for permit and copy attached *
☐ Claim filed although not required (proof filed after 11-19-87)
☐ No claim filed or required.

B. Check Adjudication Claims Relating to the Permit Holder but are Different Claims (new number - different right)

- ☒ Name index search
☒ Non-data entry claims search
☐ Claim found but large system no exam required *

Claims found requiring exam	Date field exam conducted	Exam data is in, Permit file	Attached
--------------------------------	------------------------------	---------------------------------	----------

<u>A67-07704</u> Adj No.	<u>6/6/91</u>	☒	☐
<u>A67-07723</u> Adj No.	<u>6/6/91</u>	☒	☐
<u>A67-04542</u> Adj No.	<u>6/6/91</u>	☒	☐

} See 67-07704
67-07723

* copies included only if pertinent to permit field exam

CLAIM NO.	Exam DATE
<u>A67-10579</u>	<u>6/6/91</u>
<u>A67-10580</u>	<u>6/6/91</u>

} Exam DATA in AS files

MICROFILMED

OCT 02 1992

A67-04542

FIELD EXAM INFO

Exam DATE - 6/6/91

Conducted with K. Wiggins, owner

Other rights examined 67-07704 } permits for licensing
67-07723 }

A67-10579 } same well but for
A67-10580 } different lenses, same stock.

P/O from Rock Cr: 5.3 on/over line NWSWNE-SWSWNE
Common plat for } Wiggins A67-07704, A67-07723, A67-04542
Newbold A67-04440

Mens. with flowmeter (see 67-07704 Exam) 3.57 cfs
dis. capacity, measured during high runoff period.

Plat claimed 40 ac. 5.10 NWSE

Found 32 ac. NWSE & 28 ac. NESW

Can allow, with amended claim, up to 60 ac. per
original stat. claim & up to 1.20 cfs (no loss
service pipeline used so .02 cfs/ac is max.). ^{conveyance}

Irrigator with 4" pipe along N. border of plat,
to risers for wheel/hand lines, also risers along
E. border area of NESW.

See 67-07704 permit exam for Orthophotos, ASES
photo, photographs, etc.

See copy of overlap review, attached.

MICROFILMED

OCT 02 1992

18/91

DO NOT
allow season
of use in excess
of claim or
of other rights
in water district
unless can find
strong justification
to do this.
(re: sth. season
3/15-11/15)

OVERLAP REVIEW, CONTINUEDFOR SRBA PURPOSES:

Common Diversion For	A67-07704	1.40 cfs
	A67-07723	1.00 cfs
	A67-04542	.80 cfs (increased to 1.20?)
	A67-04490	1.44 cfs
		4.64 cfs

- System capacity measured at high flow 3.57 cfs
- Volume capacity for std. season 3/15 - 11/15:

$$(3.57)(246)(1.9835) = 1741.9 \text{ A.F.A.}$$

- Irrig. Reg't (diversion volume) for $\frac{\text{area}}{\text{area}} = 4.0 \text{ AFA/AC}$

$$\frac{1741.9}{4} = 435.5 \text{ acres can receive full div. volume from 3.57 cfs diversion}$$

CC: A67-04542

A67-04510

A67-04490

A67-11694

67-04154

(no DJ claim forward 11/8/91 per DJ2)

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Wiggins

92 11/10/64

P6. 1 of 2

67-07704, 67-07723

OVERLAP REVIEW

P/O - see ASCS photo for 3 divisions close together

67-07704
67-07723 } Wiggins } Same division pipe from creek.
67-04542 } Division capacity = 3.57 cfs
67-04490 - Newbold }

67-04154 Farrens } Same division ditch (Farrens Ditch)
A67-11094 Atteberry } but separate from Wiggins-Newbold.
Located adjacent to Wiggins-Newbold pld.

67-04510 Riggins Ditch located just north/northeast of the above two divisions.

P/U

Same acres, Wiggins
67-07704 } Same area, total of $\frac{80.1 \text{ ac}}{60 \text{ ac}} = 1.3 \text{ ac./ac.}$
67-07723 }
67-04542 } stat. claim $\frac{1.80 \text{ cfs}}{60 \text{ ac}} = .03 \text{ cfs/ac}$ live flow from storage

claims 25 ac. in NWSE & 35 ac. in NESW

NOTE: A67-04542 claims $\frac{.80 \text{ cfs}}{40 \text{ ac}} = .02 \text{ cfs/ac}$

claims 40 ac. in NWSE.

Only 32 ac. found in NWSE.

Does owner ~~want~~ want to amend A67-04542 to change 8 ac. to NESW? to increase acres to 60 per 6/6/91 exam results? to increase flow to $60 \times .02 = 1.20$?

to be determined in SRA recommending at later date

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OCT 02 1992

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: A67-04542

Date Received: 10-4-89

Receipt No: 1004500

Received By: JD

RECEIVED
OCT 4 1989

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

Department of Water Resources

1. Name: KERMIT L. WIGGINS 208-257-3428
Address: P.O. BOX 86
CAMBRIDGE, ID 83610

OR

Name: JOANA R. WIGGINS 208-257-3428
Address: P.O. BOX 86
CAMBRIDGE, ID 83610

2. Date of Priority: JUN 01, 1869

3. Source: RUSH CREEK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15N	03W	3	SW	SW	NE		WASHINGTON

5. Description of diverting works:
DAM, HEADGATE, PIPELINE GRAVITY IRRIGATION.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	0.800		

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

8. Total consumptive use is 120.0 Acre Feet Per Annum.

9. Non-irrigation uses:

A67-04542

Page 1

Date: 10/04/89

SCANNED
APR 14 2004

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10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15N	03W	10	NW	SE		IRR	40.0
Section Acres							40.0
Total Acres							40.0

11. Place of use in counties: WASHINGTON

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

13. Other Water Rights Used:
A67-07704, A67-07723

14. Remarks:

THIS CLAIM IS BASED UPON BENEFICIAL USE. THE ORIGINAL POSTED NOTICE BY JOHN CUDDY AND EDWARD D. TYNE IS ATTACHED. IT WAS POSTED ON SEPT. 21ST. 1869 AND THEREFORE THIS IS THE DATE CLAIMED BY THIS NOTICE. IN RESEARCHING THIS RIGHT, IT WAS FOUND THAT THE MUIR-ALLISON DECREE DID NOT INCLUDE A RIGHT FOR THIS PROPERTY (AT LEAST THERE WAS NO RIGHT RECOGNIZABLE TO THESE LANDS) THUS WE TRIED TO DISCOVER IF THE OWERS HAD BEEN NOTIFIED ABOUT THE ADJUDICATION IN 1916-1923. NO LISTS SHOWED CHARLES WALLACE, THE OWNER AT THAT TIME, AS HAVING BEEN NOTIFIED.

THE FILING FOR WATER BY CUDDY IN 1869 IS ON PAGE 1 OF BOOK 1 OF THE TERRITORIAL FILINGS. THIS WATER RIGHT IS LISTED FOR RUSH CREEK SEE ATTACHED INDEX FOR THIS REGION.

THIS WATER RIGHT HAS ALWAYS BEEN USED AND EVEN THE ORIGINAL DITCH REMAINS.

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: 3

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): *Bernie L. Higgins* Date: Oct 4, 1989
Date: _____

State of Idaho)
County of Washington) SS.

Subscribed and sworn (or affirmed) before me this 4th day
of October 19 89

Anna Baunhoff
Notary Public

Seal

Residing at Anna Baunhoff, Notary Public
Residing at Boise, Idaho
My Commission Expires December 7, 1994

