

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 67-14261
Date Received: 10/2/1989
Receipt No:
Received By:

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

1. Name of Claimant(s)

JUDY L GRAHAM Phone: (208)549-2033

1520 THOUSAND SPRINGS RD
WEISER ID USA 83672

RALPH L GRAHAM Phone: (208)549-2033

1520 THOUSAND SPRINGS RD
WEISER ID USA 83672

2. Date of Priority: 04/01/1914

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
12N	05W	11	SE	SE	NE	WASHINGTON	

5. Description of diverting works:

DIV. VIA JOSLIN DITCH W/HEADGATE & PUMP FOR SPRINK. & FLOOD IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.11	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
12N	04W	18	SE	SW	IRRIGATION	20
					Section Acres	20
12N	04W	19	NE	NW	IRRIGATION	25
					Section Acres	25
					Total Acres	45

11. Place of use in counties: WASHINGTON

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

This claim is the result of a split due to change in ownership for a portion of 67-632A. DB 6/8/2001

15. Basis of Claim: Decreed

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.

See maps

in 67-14259

IN THE

FTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
HE COUNTY OF TWIN FALLS

IN RE THE GEN
OF RIGHTS TO
THE SNAKE RI

CIVIL CASE NUMBER: 39576

Ident. Number 67-14261
Date Received: 10/2/89
Receipt No:
Received By:

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

1. Name of Claimant(s): CHARLES A PHILLIPS
1226 MANN CREEK RD
WEISER ID USA 83672

Phone:

JUDY A PHILLIPS
1226 MANN CREEK RD
WEISER ID USA 83672

Phone:

2. Date of Priority: 04/01/1914

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

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
12N	05W	11	SE SE NE	WASHINGTON	

5. Description of diverting works:

DIV. VIA JOSLIN DITCH W/HEADGATE & PUMP FOR SPRINK. & FLOOD IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.11	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
12N	04W	18	SE SW		IRRIGATION	20
					Section Acres	20
12N	04W	19	NE NW		IRRIGATION	25
					Section Acres	25
					Total Acres	45

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:

14. Remarks:

This claim is the result of a split due to change in ownership for a portion of 67-632A. DB 6/8/2001

15. Basis of Claim: Decreed

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 17 1999

WATER RESOURCES
WESTERN REGION

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).: _____

Adjudication Claim No(s).: _____

67-14113 67-632A

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

Steve & Linda Gomez

Thousand Springs Road Weiser ID

4. New Owner/Claimant(s)

Charles A. and Judy A. Phillips

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

1226 Main St. Weiser

City, State and ZIP Code

Weiser, ID 83672

New Telephone Number

() N/A

5. Date you acquired the property

23 August 1996

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 40

wildlife Number and type of stock 1 Pond, 3 wetlands, Riparian

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)

Charles A. Phillips 12 May 1999
Judy A. Phillips

(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..

Gomez

67-632A

.2 cfs
Blacked
.0024

67-14260

Gomez

See 18 SWSW 3
See 19 NWNW 20
NENW 13
36

.09 cfs

67-14261

Philips

See 18 SESW 20
See 19 ~~SWSW~~ 25
NENW 45
45

.11 cfs

WARRANTY DEED

For Value Received

STEVE GOMEZ AND LINDA J. GOMEZ, husband and wife

The grantor s, do hereby grant, bargain, sell and convey unto

CHARLES A. PHILLIPS, a married person as a sole and separate property

the grantee , whose current address is

6201 TIGNER, CASHMERE, WA 98815

the following described premises, in

WASHINGTON

County Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

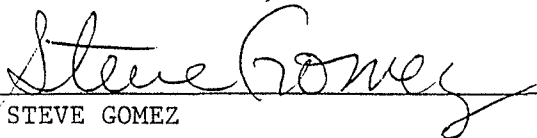
Together with all water, water rights, ditches and ditch rights appurtenant thereto and in anywise belonging.

Subject to all valid outstanding reservations, easements, rights-of-way, restrictions, dedicaitons, 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 Grantor s do hereby covenant to and with the said Grantee , that they are the owner s in fee simple of said premises; that they are free from all incumbrances

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

Dated: AUGUST , 1996


STEVE GOMEZ


LINDA J. GOMEZ

STATE OF IDAHO, COUNTY OF WASHINGTON
On this day of AUGUST , 19 96 ,
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

EXHIBIT "A"

RECEIVED

MAY 15 2001

WATER RESOURCES
WESTERN REGION

FILE NO.: 100-96-5532

IN TOWNSHIP 12 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

SECTION 18: All that part of the South 984½ feet of the SE¼SW¼ lying southerly of the County Road, SAVE AND EXCEPT the West 660 feet, AND ALSO

EXCEPTING THEREFROM the following described tract:

Beginning at a point in the center of Highway No. 95 where the County Road known as Thousand Springs Valley Road intersects said highway;

Thence Easterly and Northerly along the center of said County Road 1400 feet to a point, the TRUE POINT OF BEGINNING;

Thence Southerly 137 feet to a point;

Thence Easterly 342 feet to a point;

Thence Northerly 435 feet, more or less, to the center of said County Road;

Thence Southwesterly along the center of said County Road 334 feet to the TRUE POINT OF BEGINNING.

SECTION 19: A portion of the NE¼NW¼ described as follows:

Beginning at the northeast corner of said NE¼NW¼;

Thence South along the East line of said NE¼NW¼ a distance of 1270.50 feet;

Thence West parallel to the South line of said NE¼NW¼ a distance of 575 feet;

Thence North 24°20'30" West 800 feet;

Thence South 63°14'26" West a distance of 13.68 feet;

Thence North 24°20'30" West a distance of 250 feet;

Thence North parallel to the East line of said NE¼NW¼ a distance of 320 feet, to a point on the North line of said NE¼NW¼;

Thence East along the North line of said NE¼NW¼, a distance of 1020 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH a 15 foot wide easement for ingress and egress along the South 15 feet of the NE¼NW¼ of Section 19, Township 12 North, Range 4 West.

Grantor reserves a 15 foot wide easement for the construction, operation and maintenance of an underground irrigation pipeline along the North side of the existing buried mainline, extending from the Canal along the East boundary in a Westerly direction to the West boundary of the above described parcel.

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: A67-00632A

Date Received: 10/02/1989

Receipt No: MOB 764

Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: STEVE GOMEZ 208-549-0651
Address: 1506 THOUSAND SPRINGS RD.
WEISER, ID 83672

OR

Name: LINDA J. GOMEZ 208-549-0651
Address: 1506 THOUSAND SPRINGS RD.
WEISER, ID 83672

2. Date of Priority: APR 01, 1914

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
12N	05W	11	SE	SE	NE		WASHINGTON

5. Description of diverting works:

DIV. VIA JOSLIN DITCH W/HEADGATE & PUMP FOR SPRINK. & FLOOD IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.200		

7. Total Quantity Appropriated is:

0.200 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

NONE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12N	04W	18	SW	SW	4	IRR	3.0
			SE	SW		IRR	20.0
						Section Acres	23.0
		19	NE	NW		IRR	38.0
			NW	NW	1	IRR	20.0
						Section Acres	58.0
						Total Acres	81.0

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:

CLAIM NO. A67-00626 - SAME LAND, ADDITIONAL WATER.

14. Remarks:

THIS CLAIM IS A SPLIT FROM WATER RIGHT NO. 67-00632 WHICH ALSO COVERED (IN ADDITION TO THIS LAND), LOT 2 (SWNW), SEC. 18. THIS CLAIM WITH CLAIM NO. A67-00626 TOTALS 85" OF WATER FOR THIS PROPERTY, WHICH IS WHAT HAS BEEN DELIVERED BY THE WATERMASTER FOR SEVERAL YEARS PER THE WATERMASTER RECORDS.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

E. V. JEFFERSON ET. AL.

Decree Plaintiff

vs

THOMAS HIGGENBOTHAM ET. AL.

Decree Defendant

16. Signature(s)

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

Number of attachments: 0 MAP FILED IN A67-00626.

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): Sandra J. Henry Date: 10-2-89

Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 2nd day
of October 19 89
Seal
Residing at Meridian ID
My Commission Expires 9-14-94

Jan Shulte
Notary Public

11/14/2006
RECEIVED
DEC 07 2006
DEPARTMENT OF
WATER RESOURCES

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: 67-14261

JUDY L GRAHAM
1520 THOUSAND SPRINGS RD
WEISER ID 83672
Telephone Number: (208)549-2033

RALPH L GRAHAM
1520 THOUSAND SPRINGS RD
WEISER ID 83672
Telephone Number: (208)549-2033

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source): *Place of Use - Number of Acres.*

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

*Change Sec 18 acres from 17 to 20
change Sec 19 acres from 23 to 25*

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

Previous water right claim was for use on 20 and 25 acres. No changes have been made in the area irrigated.

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

DATE: *12/05/06*

SIGNATURE:

Ralph L. Graham

Judy L. Graham

Please print your name:

Ralph L. Graham

Judy L. Graham

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

406 added Per NOE Review of 67-632B

C Smith 12-15-06

*POU ~~ex~~ covers all apparent irrigation
need add'l evidence of conveyance to
recommend add'l acreage*

MLB

12-10-06

SCANNED
DEC 08 2006

12/15/2006

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

RIGHT NUMBER: 67-14261

NAME AND ADDRESS: JUDY L GRAHAM
1520 THOUSAND SPRINGS RD
WEISER ID 83672

RALPH L GRAHAM
1520 THOUSAND SPRINGS RD
WEISER ID 83672

SOURCE: MANN CREEK

TRIBUTARY: WEISER RIVER

QUANTITY: 0.110 CFS

This right shall receive 100% of its decreed amount until the natural flow of the waters of Mann Creek shall decrease so that all rights cannot receive 100%, at which time this right and other various decreed rights, as established by the district court in Jefferson et al. v. Higgenbotham et al. (Washington County, June 3, 1921), shall be cut to 70% of the said amounts, beginning with the latest right and proceeding to the earliest right in the order of priority.

PRIORITY DATE: 04/01/1914

This right is a Secondary Right, as established by the district court in Jefferson et al. v. Higgenbotham et al. (Washington County, June 3, 1921), and, as such, is subordinate only to all rights identified as Primary Rights on Mann Creek.

POINT OF DIVERSION:

T12N R05W S11 SESENE Within WASHINGTON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.110 CFS

PLACE OF USE: IRRIGATION in WASHINGTON County

T12N R04W S18	SESW	17.00	T12N R04W S19	NENW	23.00
---------------	------	-------	---------------	------	-------

40 ACRES TOTAL

This right is limited to the irrigation of 5.5 acres within the place of use described above in a single irrigation season.

Right Nos. 67-14259 and 67-14261 are limited to the irrigation of a combined total of 40 acres in a single irrigation season.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed



Idaho Department of Water Resources

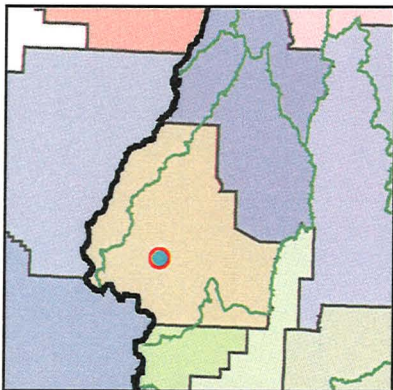
SRBA Recommendation:

67-14261

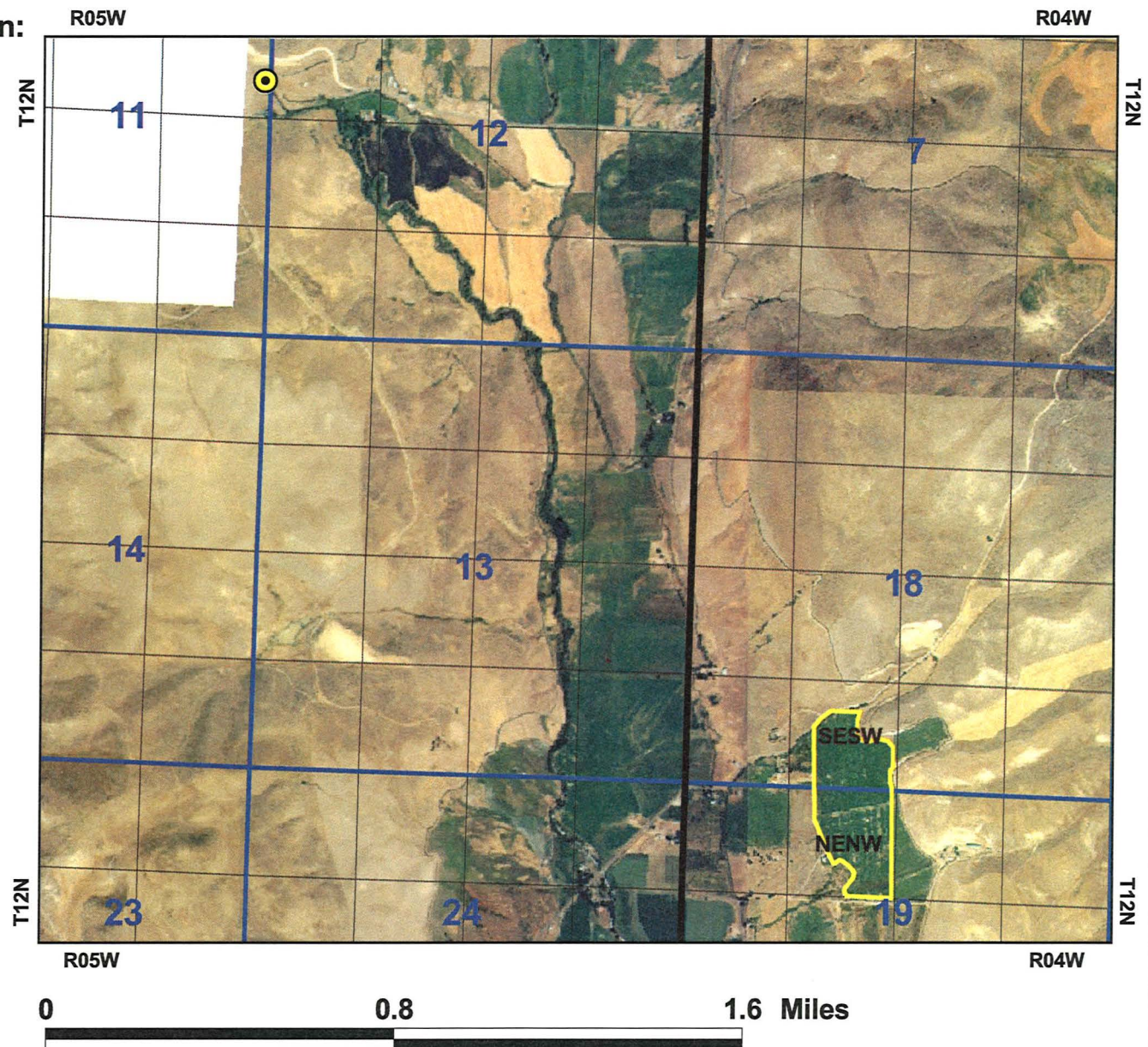
(Irrigation)

Legend

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

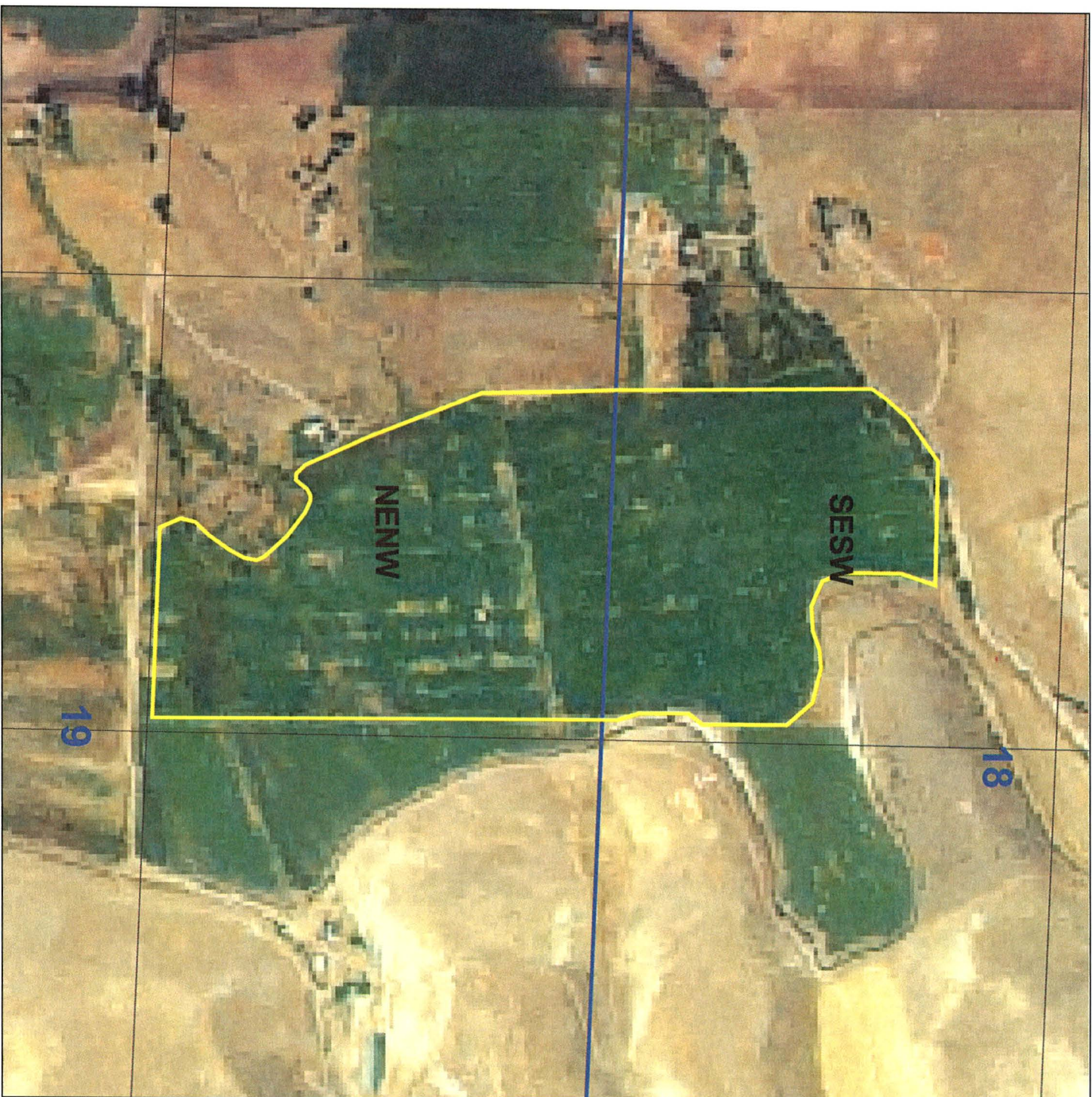
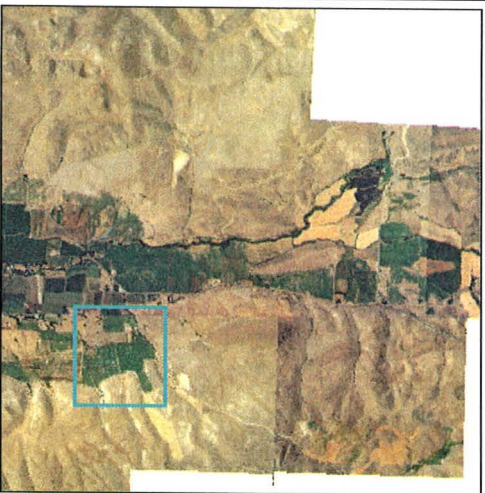


Washington County
IDWR Basin 67



Prepared by IDWR State Office
On Friday, December 15, 2006
1987/88 Aerial Photography

67-14261



Adjudication Recommendation Report 67-14261 V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	EARL ADAMS , ID
Original Owner	STEVE GOMEZ 1506 THOUSAND SPRINGS RD WEISER, ID 83672 (208)549-0651
Original Owner	LINDA J GOMEZ 1500 THOUSAND SPRINGS RD WEISER, ID 83672 (208)549-0651
Original Owner	CHARLES A PHILLIPS 1226 MANN CREEK RD WEISER, ID 83672-5528 (208)549-1658
Original Owner	JUDY A PHILLIPS 1226 MANN CREEK RD WEISER, ID 83672
Current Owner	JUDY L GRAHAM 1520 THOUSAND SPRINGS RD WEISER, ID 83672 (208)549-2033
Current Owner	RALPH L GRAHAM 1520 THOUSAND SPRINGS RD WEISER, ID 83672 (208)549-2033

Status: Active

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/01 to 11/15	0.110 CFS	
	<u>Total Diversion:</u>	0.110 CFS	

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	

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14261 V1

		NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
12N 04W 18													17.0					17.0
12N 04W 19						23.0												23.0

Total Acres: 40

Conditions of Approval:

1. K06 This right is limited to the irrigation of 5.5 acres within the place of use described above in a single irrigation season.
2. 168 This right is a Secondary Right, as established by the district court in Jefferson et al. v. Higgenbotham et al. (Washington County, June 3, 1921), and, as such, is subordinate only to all rights identified as Primary Rights on Mann Creek.
3. 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.
4. E55 Right Nos. 67-14259 and 67-14261 are limited to the irrigation of a combined total of 40 acres in a single irrigation season.
5. 167 This right shall receive 100% of its decreed amount until the natural flow of the waters of Mann Creek shall decrease so that all rights cannot receive 100%, at which time this right and other various decreed rights, as established by the district court in Jefferson et al. v. Higgenbotham et al. (Washington County, June 3, 1921), shall be cut to 70% of the said amounts, beginning with the latest right and proceeding to the earliest right in the order of priority.

Remarks:Comments:

1. mvanbussum 12/11/2006 Parent Right
Comment: This claim is a split from former claim 67-632A.
2. csaxton 12/15/2006 NOE
Comment: KO6 added per NOE review of 67-632B.
3. csaxton 12/15/2006 From Claim (1)
Comment: This claim is the result of a split due to change in ownership for a portion of 67-632A. DB 6/8/2001

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14261 V1

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: AND
 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: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>
Priority Date	8/22/2005 9:37:41 AM	dnarsavage			Active
Source	8/22/2005 9:39:09 AM	dnarsavage			Active
POU	8/22/2005 9:39:25 AM	dnarsavage			Active
Use	8/22/2005 9:41:42 AM	dnarsavage			Active
Season	8/22/2005 9:42:43 AM	dnarsavage			Active
Quantity	8/22/2005 9:43:34 AM	dnarsavage			Active
POD	8/22/2005 9:48:36 AM	dnarsavage			Active
Summary			11/14/2005	dnarsavage	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
Summary	11/14/2005 2:02:55 PM	dnarsavage	(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? (No) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (Yes) 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?
POU	8/19/2005 2:23:25 PM	dnarsavage	Edited Season Of Use

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14261 V1

POU	8/19/2005 2:23:35 PM	dnarsavage	Updated PLS for Active POU
POD	8/19/2005 2:22:39 PM	dnarsavage	Updated shape
POU	8/19/2005 2:23:19 PM	dnarsavage	Updated shape for Active POU
POU	8/22/2005 9:39:26 AM	dnarsavage	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file? (No) 14. Is a POU remark and/or condition required?
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 0
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 0
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 0
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 0
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 0
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 0
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 0
Quantity	8/22/2005 9:43:35 AM	dnarsavage	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a diversion rate and/or volume? (Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file? (No) 8. Does the parent right have an annual diversion volume limit? (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?
General	8/22/2005 9:37:41 AM	dnarsavage	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14261 V1

Source	8/22/2005 9:39:10 AM	dnarsavage	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file? (No) 11. Is a Source remark and/or condition required?
POU	8/22/2005 9:40:24 AM	dnarsavage	Updated shape for Active POU
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 67 14259
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 0
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 0
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 0
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 0
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 0
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 0
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 0
POU	8/22/2005 9:40:25 AM	dnarsavage	Updated shape for 0
Use	8/22/2005 9:41:42 AM	dnarsavage	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file? (No) 13. Is a Purpose of Use remark and/or condition required?
Season	8/22/2005 9:42:44 AM	dnarsavage	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a Period of Use? (Yes) 5. Can the claimed Period of Use be verified using the water right file? (Yes) 14. Is irrigation claimed as a Purpose of Use? (No) 16. Is the Period of Use on the decree, license or transfer shorter on either the start date or end date than allowable under current IDWR standards? (No) 18. Is a Period of Use remark and/or condition required?
POD	8/22/2005 9:48:36 AM	dnarsavage	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file? (No) 10. Is a POD remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14261 V1

POU	12/15/2006 12:42:16 PM	csaxton	Updated shape for Active POU
POU	12/15/2006 12:42:24 PM	csaxton	Updated PLS for Active POU

Water Supply Bank:

BASED ON
67-632

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGION ADJUDICATION SECTION
CLAIM VERIFICATION FIELD EXAM SHEET
(Use with the ECVR)**

CLAIM NO(s). 67-14261

1. ☒ No Change NAME IS SAME
☐ NEW OWNER: _____
☐ No Change ADDRESS
☐ NEW ADDRESS: _____

2. ☒ No Change - DATE OF PRIORITY: Completed evidence submitted
☐ Incomplete - Claimant should be asked during the exam when was water first used and submit proof of date of priority.

Priority date, per claimant, is: AS DECREED
(If the priority date, based on your exam, seems questionable, explain below.)

3. ☒ No Change — SAME SOURCE
☐ Source is different than that claimed:

Source found: _____

4. ☒ No Change — POINT OF DIVERSION
☐ Point of diversion is different than the claim and/or new P/D's:

Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____ 1/4 _____
Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____ 1/4 _____

5. ☒ No Change - DESCRIPTION OF DIVERTING WORKS
☐ Incomplete description, list below:

SOILIN

6. ☒ No Change - WATER USES
☐ Different uses, (list uses found):

Use _____ From _____ To _____ Amount _____ CFS _____ AFA
Use _____ From _____ To _____ Amount _____ CFS _____ AFA
Use _____ From _____ To _____ Amount _____ CFS _____ AFA

7. ☒ No Change - TOTAL VOLUME

☐ Incomplete on claim, the total is, Amount _____ CFS _____ AFA

☐ Changes found, the new total is, Amount _____ CFS _____ AFA

WHEN COMBINED
w/ 67-14259

< 0.02 CFS / ACRE
IS CLAIMED.

8. ☒ No Change - NON-IRRIGATION USES:

REC'D AS CLAIMED

☐ Changes Exam found:

Domestic # of homes: _____ Stock # _____ List types: _____

Additional comments: _____

9. ☒ No Change — PLACE OF USE: (If changed, list below.)

Use: _____ Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____
Use: _____ Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____
Use: _____ Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____
Use: _____ Township _____ Range _____ Section _____ 1/4 _____ 1/4 _____

Remarks: (Comments pertinent to field examination) ☐ See additional attachment

SEE MAP + RECOMMENDATION

☐ SYSTEM DIAGRAM INCLUDED ☐ NA

☒ Shown on GIS Layout

☒ CHECK IF IN OFFICE EXAM

DATE EXAM CONDUCTED: 1/6/06

FIELD EXAMINER:

CRAIG L. SAXTON

Print Name


Signature

Memo

To: File

From: Dan Narsavage

Re: 67-632 POU

August 19, 2005

In reviewing this claim and other claims in its vicinity, I discovered that the License numbered 67-2087 (originally 9151) was issued in 1919. This is prior to the Mann Creek Decree (Jefferson v Higgenbotham, 1921). In fact, it became clear to me that many rights out of Joslin Ditch described in the Mann Creek Decree were taken directly from the license. Presumably between 1919 and 1921, the owner, Asa Lolley, sold several portions of this land. Indeed, Lolley's attorney wrote a letter to the engineers' office that is now in the back file which indicates some haste in wanting the field exam completed and license issued. This may have been to make the land more attractive to possible buyers.

Based on the above evidence, I have interpreted the Mann Creek Decree as having superceded the license (67-2078), but also having used it as evidence for its findings and indeed replicating it wherever possible.

The map accompanying the field exam for licensure includes a roughly triangular, 20-acre portion of SWNW Sec 18 T12N R4W. However the text of the permit only includes 5 ac in this tract.

The Mann Creek Decree describes the POU for 67-632 to be 20 acres. It goes on to place these 20-acres of irrigation somewhere within three tracts:

- the aforementioned 20-acre triangular tract
- SENE Sec 13 T12N R5W (not covered by the license)
- NWNW Sec 19 T12N R4W (not covered by the license)

The three tracts together cover roughly 55 acres that are irrigable out of the Joslin Ditch, and the decree is not explicit about which 20 acres were to be irrigated. The decree gives this right a 1914 priority date, which is outside the license. I cannot find any aerial imagery in our collection that demonstrates irrigation within SWNW Sec 18 T12N R4W and/or the tract immediately to its west, which, on topographic maps, are noticeably steeper than the third portion. While the former tracts are probably still irrigable, the eastern half of the NWNW Sec 19 T12N R4W appears more favorable, and appears to be irrigated in all aerial imagery that I inspected.

These facts lead me to believe that the Mann Creek Decree intended for the 20 acres it granted to 67-632 to be used upon the eastern half of the NWNW Sec 19 T12N R4W, and not the SWNW Sec 18 T12N R4W.

Also, since the Mann Creek Decree has superceded the license, all of the claims on this license will either be changed to a basis of "decreed" or be disallowed, depending upon whether or not other claims on the corresponding decreed rights exist.

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 67-14261
Date Received: 10/2/1989
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

JUDY L GRAHAM Phone: (208)549-2033

1520 THOUSAND SPRINGS RD
WEISER ID USA 83672

RALPH L GRAHAM Phone: (208)549-2033

1520 THOUSAND SPRINGS RD
WEISER ID USA 83672

2. Date of Priority: 04/01/1914

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

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
12N	05W	11	SE SE NE	WASHINGTON	

5. Description of diverting works:

DIV. VIA JOSLIN DITCH W/HEADGATE & PUMP FOR SPRINK. & FLOOD IRR.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.11	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
12N	04W	18	SE	SW	IRRIGATION	20
					Section Acres	20
12N	04W	19	NE	NW	IRRIGATION	25
					Section Acres	25
					Total Acres	45

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:

14. Remarks:

This claim is the result of a split due to change in ownership for a portion of 67-632A. DB 6/8/2001

15. Basis of Claim: Decreed

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

RECEIVED
AUG 18 2003
WATER RESOURCES
WESTERN REGION

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 Number(s) 67-8061 and 67-14261
Adjudication Claim Number(s) ↑ cc: W.A. 3-11-05

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 on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Charles and Judy Phillips
1226 Mann Creek Rd, Weiser, Id. 83672

4. New Owner/Claimant(s) Ralph and Judy Graham

Name connector (Check one): ☒ AND, ☐ OR, ☐ AND/OR

New Mailing Address 1520 Thousand Springs Road

City, State and ZIP Code Weiser, Id. 83672

New Telephone Number (541) 785-3323

5. Date you acquired the property February 14, 2003

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.

N/A

Number of acres actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second

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/Claimant(s) Ralph J. Graham Date Aug 9, 2003
Judy J. Graham Date Aug 9, 2003

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

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

OK to change 06/14 MUB

record modified 6-14-05

SCANNED
JUN 14 2005

WARRANTY DEED

188679 cv

For Value Received

CHARLES A. PHILLIPS AND JUDY A. PHILLIPS, husband and wife

does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto

RALPH L. GRAHAM AND JUDY L. GRAHAM, husband and wife

whose current address is 5710 JOE LANE
NAMPA, ID 83687

the following described premises, to-wit:

IN WASHINGTON COUNTY, IDAHO:

SEE ATTACHED EXHIBIT "A"

Instrument # 188679

WEISER, WASHINGTON, IDAHO

2003-02-14

02:50:00 No. of Pages: 2

Recorded for: WEISER VALLEY TITLE

SHARON WIDNER

Ex-Officio Recorder Deputy

Index to: DEED

Sharon Widner

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 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; that they are free from all encumbrances, excepting reservations, easements, encumbrances, restrictions and rights of way appearing of record and/or existing and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: FEBRUARY 14, 2003

Charles A. Phillips
CHARLES A. PHILLIPS

Judy A. Phillips
JUDY A. PHILLIPS

STATE OF IDAHO, COUNTY OF WASHINGTON

On this 14 day of FEBRUARY, 2003, before me, a notary public in and for the said State, Personally appeared CHARLES A. PHILLIPS AND JUDY A. PHILLIPS known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Nancy I. Lazaro
Notary Public
Residing at Weiser, Idaho
Comm. Expires 10/31/07



SCANNED
JUN 14 2005

188679

EXHIBIT "A"

FILE NO.: 100-03-8977

IN TOWNSHIP 12 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

Section 18: All that part of the South 984½ feet of the SE1/4SW1/4 lying southerly of the County Road, SAVE AND EXCEPT the West 300 feet, AND ALSO

EXCEPTING THEREFROM the following described tract:
Beginning at a point in the center of Highway No. 95 where the County Road known as Thousand Springs Valley Road intersects said highway;
Thence Easterly and Northerly along the center of said County Road 1400 feet to a point, the TRUE POINT OF BEGINNING;
Thence Southerly 137 feet to a point;
Thence Easterly 342 feet to a point;
Thence Northerly 435 feet, more or less, to the center of said County Road;
Thence Southwesterly along the center of said County Road 334 feet to the TRUE POINT OF BEGINNING.

Section 19: A portion of the NE1/4NW1/4 described as follows:

Beginning at the northeast corner of said NE1/4NW1/4;
Thence South along the East line of said NE1/4NW1/4 a distance of 1270.50 feet;
Thence West parallel to the South line of said NE1/4NW1/4 a distance of 575 feet;
Thence North 24°20'30" West 800 feet;
Thence South 63°14'26" West a distance of 13.68 feet;
Thence North 24°20'30" West a distance of 250 feet;
Thence North parallel to the East line of said NE1/4NW1/4 a distance of 320 feet, to a point on the North line of said NE1/4NW1/4;
Thence East along the North line of said NE1/4NW1/4, a distance of 1020 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH a 15 foot wide easement for ingress and egress along the South 15 feet of the NE1/4NW1/4 of Section 19, Township 12 North, Range 4 West.



SCANNED
JUN 14 2005

rw

SCANNED
JUN 14 2005

[illegible]

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(10-17-92)

13 0488 106 00001636

CHICAGO TITLE INSURANCE COMPANY

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

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

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

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

Issued by:
WEISER VALLEY TITLE, INC.
128 EAST MAIN
P.O. BOX 591
WEISER, ID 83672


President



By:


Secretary

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

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

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

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

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

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

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

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

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

8. APPORTIONMENT

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

9. LIMITATION OF LIABILITY

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

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

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

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

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

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

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

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

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

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

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

14. ARBITRATION

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

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

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

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

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

16. SEVERABILITY

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

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company
Claims Department
171 North Clark Street
Chicago, Illinois 60601-3294

SCANNED

JUN 14 2005

EXCLUSIONS FROM COVERAGE

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

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

TRANS TYPE	SI IND	INF END		CODE	CODE	CODE	CODE		REISSUE AMOUNT		ST	PROP TYPE

OWNERS

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE	PREMIUM AMOUNT
100-03-8977	13 0488 106 00001636	FEBRUARY 14, 2003 AT 2:50 PM	\$111,000.00	\$638.00

1. Name of Insured:
RALPH L. GRAHAM AND JUDY L. GRAHAM
2. The estate or interest in the land which is covered by this Policy is:
FEE SIMPLE
3. Title to the estate or interest in the land is vested in:
RALPH L. GRAHAM AND JUDY L. GRAHAM, husband and wife
4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:
NONE
and the mortgages or trust deeds, if any, shown in Schedule B hereof.
5. The land referred to in this Policy is described as follows:
WASHINGTON COUNTY, IDAHO:
SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

Policy Number: 13-0488-106-00001636

File Number: 100-03-8977

IN TOWNSHIP 12 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, WASHINGTON COUNTY, IDAHO:

Section 18: All that part of the South 984½ feet of the SE1/4SW1/4 lying southerly of the County Road, SAVE AND EXCEPT the West 300 feet, AND ALSO

EXCEPTING THEREFROM the following described tract:

Beginning at a point in the center of Highway No. 95 where the County Road known as Thousand Springs Valley Road intersects said highway;

Thence Easterly and Northerly along the center of said County Road 1400 feet to a point, the TRUE POINT OF BEGINNING;

Thence Southerly 137 feet to a point;

Thence Easterly 342 feet to a point;

Thence Northerly 435 feet, more or less, to the center of said County Road;

Thence Southwesterly along the center of said County Road 334 feet to the TRUE POINT OF BEGINNING.

Section 19: A portion of the NE1/4NW1/4 described as follows:

Beginning at the northeast corner of said NE1/4NW1/4;

Thence South along the East line of said NE1/4NW1/4 a distance of 1270.50 feet;

Thence West parallel to the South line of said NE1/4NW1/4 a distance of 575 feet;

Thence North 24°20'30" West 800 feet;

Thence South 63°14'26" West a distance of 13.68 feet;

Thence North 24°20'30" West a distance of 250 feet;

Thence North parallel to the East line of said NE1/4NW1/4 a distance of 320 feet, to a point on the North line of said NE1/4NW1/4;

Thence East along the North line of said NE1/4NW1/4, a distance of 1020 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH a 15 foot wide easement for ingress and egress along the South 15 feet of the NE1/4NW1/4 of Section 19, Township 12 North, Range 4 West.

SCANNED
JUN 14 2005

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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 or 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 matter 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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

7. Taxes for 2003 are an accruing lien and not yet due or payable.
8. Liens, levies and assessments of the Mann Creek Irrigation District, or any and all irrigation districts or laterals, and the rights, powers and easements of said district as by law provided.

CONTINUED

Countersigned

SCANNED

JUN 14 2005


Authorized Signatory

SCHEDULE B CONTINUED

9. An agreement dated May 1, 1945 for the location, maintenance and operation of an irrigation ditch located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and Lot 1, Section 19, Township 12 North, Range 4 West, Boise Meridian, recorded in Book 5 of Miscellaneous, page 67, official records.
10. An Easement for power lines and incidental purposes in favor of Idaho Power Company, as set forth in an instrument recorded December 17, 1974, as Instrument No. 103181, Book 97, page 138, records of said County.
11. An Easement for construction, operation and maintenance of an underground irrigation pipeline and incidental purposes as set forth in an instrument recorded August 23, 1996, as Instrument No. 167269, Official Records.
12. Subject to the right-of-way for County Road along the North and South boundaries.
13. Financing Statements, Seed and Farm Laborer's liens against crops which are filed in the office of the Secretary of State.

End Schedule B

SCANNED

JUN 14 2005

Countersigned

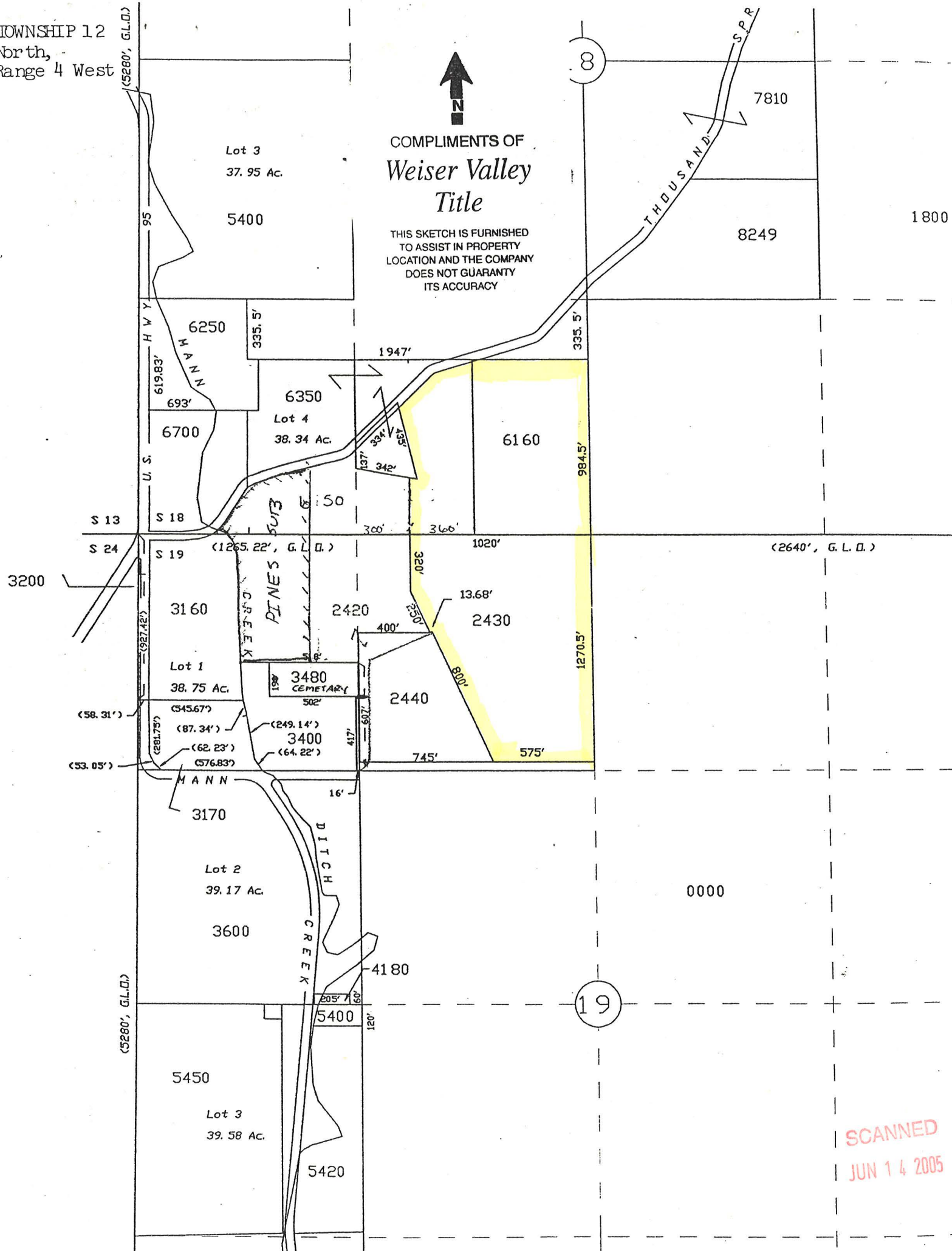

Authorized Signatory

TOWNSHIP 12
North,
Range 4 West



COMPLIMENTS OF
Weiser Valley
Title

THIS SKETCH IS FURNISHED
TO ASSIST IN PROPERTY
LOCATION AND THE COMPANY
DOES NOT GUARANTY
ITS ACCURACY



SCANNED
JUN 14 2005



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

RECEIVED

DEC 17 2001

Department of Water Resources

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

July 6, 2001

CHARLES A PHILLIPS
JUDY A PHILLIPS
1226 MANN CREEK RD
WEISER ID 83672-5528

RECEIVED

DEC 20 2001

WATER RESOURCES
WESTERN REGION

RE: Snake River Basin Adjudication (SRBA)
Water Rights #67-8061, 67-10882, 67-14259, 67-14261

Dear Water Right Holders:

Mail sent to you by the SRBA Court was returned to the SRBA Court by the Postal Service. We received the returned mail on July 2. The Postal Service advised us your address has changed to the above address. We have enclosed the returned mail.

Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter, list any other water rights you have, and return this letter by July 31, 2001. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records. Be sure to list your water right numbers.

If there has been a change in ownership of the property connected with the water rights referenced above, please call this office toll-free at 1/800-451-4129 to obtain a form to make this required change to the water right records.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

Enclosure:

Returned Mail

#####

The address is correct as shown above or as otherwise changed.

Water Right Holder's Signature

Telephone No.

208 549-1638



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

July 6, 2001

CHARLES A PHILLIPS
JUDY A PHILLIPS
1226 MANN CREEK RD
WEISER ID 83672-5528

9501
response.
-ss

RE: Snake River Basin Adjudication (SRBA)
Water Rights #67-8061, 67-10882, 67-14259, 67-14261

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If your mail delivery address changes in any form, please contact us in writing so we can update our records. Be sure to list your water right numbers.

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Sincerely,

Sally Sherman

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region
Enclosure:
Returned Mail

#####

The address is correct as shown above or as otherwise changed.

Water Right Holder's Signature

Telephone No.

STATE OF IDAHO
District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

67-8061 W.A.
67-10882
67-14259
67-14261



NAME AND ADDRESS:

CHARLES A PHILLIPS
JUDY A PHILLIPS
6201 TIGNER RD
CASHMERE, WA 98815

PHIL201* 988152010 1699 05 12/19/00
FORWARD TIME EXP RTN TO SEND
PHILLIPS
1226 MANN CREEK RD
WEISER ID 83672-5528

RETURN TO SENDER

95513-93





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 8, 2001

CHARLES A PHILLIPS
JUDY A PHILLIPS
1226 MANN CREEK RD
WEISER ID 83672

Re: Original Notice of Claim to a Water Right No. 67-00632A

Renumbered Notice of Claim to a Water Right No. 67-14261

Dear Claimants:

We have received and processed a Change of Ownership for a portion of the original Claim to a Water Right Number as referenced above. This Change of Ownership required a split of the original claim resulting in renumbering this claim, using a new water right number to represent each split. The new Notice of Claim to a Water Right number for your portion is referenced above and a copy is enclosed.

Your portion of this claim has a specified point of diversion, nature of use and place of use. If you plan on changing the nature of use, place of use, or point of diversion under this right, including adding a new point of diversion, then an Application for Transfer on your portion of this right is required. Please contact this office for further information on the Application for Transfer form. If you do not plan on changing any items on your claim, then no further action is required at this time. You will be notified of any future action taken on this claim. Also enclosed is a copy of the original claim for your reference.

Please feel free to contact this office if you have any questions concerning your claim or this letter.

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

Denise Buffington
Office Specialist 1
Adjudication Section
Western Region

DB:db

Enclosure



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

May 7, 2001

Mr. and Mrs. Phillips
1226 Mann Creek Rd
Weiser, ID

Re: Change of water right ownership.

You submitted a change of water right ownership to our office quite some time ago. I apologize for the delay in responding to you. Before we can proceed with a change, we will need additional information from you.

You submitted a warranty deed conveying property from Gomez to yourself and a map; however, we also need a copy of the "Exhibit A" showing the legal description for the property. Based on our search of the database, it appears there may be five water rights associated with the property you purchased from Gomez, 67-632A, 67-7781, 67-10478, 67-10479, and 67-14113..

In your cover letter you reference water right 67-10882. This water right is in your name for domestic use from groundwater. The legal description is many miles away from the property you purchased from Gomez. If this right is to be changed also, we will need further information.

Please submit the legal description for your property as soon as possible. Call us if you have any questions. Once again I apologize for the delay in responding to you.

Sincerely,

Adjudication Section
Western Region

SB

May 11, 2001

Mr. and Mrs. Charles A. Phillips
1226 Mann Cr. Rd.
Weiser, ID 83672

Depart. of Water Resources
Western Region, Adjudication Section
2735 Airport Way
Boise, Idaho 83705-5082

RECEIVED

MAY 15 2001

WATER RESOURCES
WESTERN REGION

Re: Change of water right ownership.

This letter is in response to the letter from SB written May 7, 2001. I am attaching a copy of "Exhibit A" which is a written description, as requested. I am also attaching a map which shows the boundaries and some other wells or spring developments in the area that I know about. I hope some of these explain the other water rights on this property.

Taking a long time to process the water right changes leads to some interesting changes. Sometime between when we bought this property and now (about 2 years ago) it was discovered that the original title had been in error as what the Gomez's and ourselves had agreed to. So Mr. Gomez (now deceased) made changes at the courthouse to add in the section west of lot 6160 from lot 6770 on the map (about 7-8 acres). I do not know how all that transpired but it is listed now as Phillips property in the Washington Co. records. So the dark lines on the attached map is approximately where the boundary is. This is a copy of the map Mr. Gomez used to make the changes at the court house.

Since I sent in for water right changes the $\frac{1}{4}$ corner between section 18 and 19 has been marked with a official looking post (about 1 May 2001. So this information could help resolve exactly where the all the water rights are.

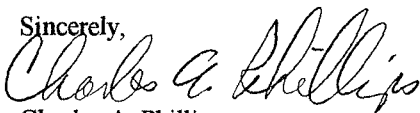
Since sending in for the water right changes I have learned the location of other wells or springs that may be listed and I have shown those also on the attached map. I have shown those outside my property and on the ground they are outside the fence, but the fence may not be where it should be.

If I knew who, what and where these other water rights are, maybe I could gather some more information to help with resolution.

Due to my investing a great deal of money in orchards on this site and the potential for water problems, I need to know AS SOON AS POSSIBLE of any additional problems or changes I need to make. Everyday my investment increases and potentially the problems. On the other hand to stop would mean the loss of a lot of money. Water is a KEY item for my management. If there are significant problems that may lead to court action and costs, the sooner those actions can be settled the sooner we will have peace and lower costs. Water rights are a majority of the value of land and changing values can get people very upset. **So PLEASE resolve this as quickly as possible.** I will be calling regularly to see how this is coming along.

Again taking a long time to resolve the water issues can be a blessing or increase the problems. I sold the property the other well is on at 1080 Cove road in early July 2000 to Lance and Angie Phillips. They are the new owners of the well and some irrigation water rights. As soon as the irrigation company reissues the certificates for this I will see about a submission for change.

Sincerely,



Charles A. Phillips
Owner

Reference 67-10882

RECEIVED
MAY 17 1999
WATER RESOURCES
WESTERN REGION

13 May, 1999

Idaho Dept. of Water Resources
1301 North Orchard Street
PO Box 83720,
Boise, Idaho 83720-0098

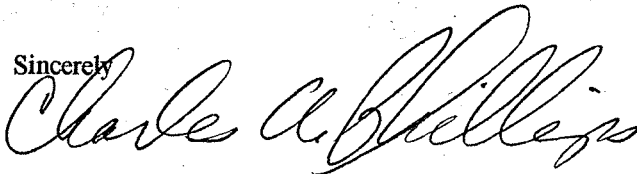
Water Right number 67-10882.
Charles A. and Judy A. Phillips
6201 Tigner Rd
Cashmere, WA 98815

I am enclosing three "Notice of Change of Water Right Ownership" forms with a map of location of project and a copy of deed for each. I have not answered # 1 on these forms as I do not know what these are. I assume you folks know how to do that. I have included the marshes, wetlands and ponds that exist in this request. I assume you will let me know the results of these Notices of Change. Then I can move to the next step.

A question or concern is that on the Cove Road property Mr. Green is shown to have 3 acres of water. I do not understand what this means? Could you explain to me how this is so? I would appreciate knowing so I can work out any details with Mr. Green. Thank You for helping me with this process.

If there is anything else I need please let me know. My office phone is 509 662 4232. My address for the next two month will be 620 Tigner, Cashmere, WA 99615. After that it will be as on the Change Notices enclosed.

Sincerely



Charles A. Phillips