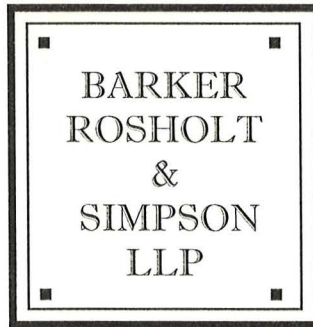


ALBERT P. BARKER
JOHN A. ROSHOLT
JOHN K. SIMPSON
TRAVIS L. THOMPSON
SHELLEY M. DAVIS
PAUL L. ARRINGTON



Shelley M. Davis
smd@idahowaters.com

March 1, 2007

VIA US MAIL

Monica Van Bussum *DM*
David R. Tuthill, Jr., P.E.
Idaho Department of Water Resources
322 East Front St.
P.O. Box 83720
Boise, ID 83720-0098

Chris —
Monica —

pave
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1010 W Jefferson, Suite 102
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RECEIVED
MAR 06 2007
DEPARTMENT OF
WATER RESOURCES

Re: Recommendations for Pollards and Symes in Basin 67

Dear Monica:

Thank you for your call yesterday in response to my letter of February 26, 2007 inquiring about the recommendations for water right nos. 67-14352, 67-14353, 67-14356 and 67-14357 in the names of the Pollards and Symes. In my letter I expressed my concern about what I perceived to be a mistake in the recommendations based on our discussion held on December 1, 2007. It was my understanding pursuant to the call received a few days after the December meeting that the Department would recommend claim nos. 67-14356 and 67-14357 to be allowed, and disallow claim nos. 67-14352 and 67-14353. The Department recommended the opposite.

During the December 1, 2006 meeting I provided the Department information demonstrating that the Weiser Irrigation District ("WID") and my clients' predecessors in interest had always treated the water delivered to their properties as being under independent ownership, beginning in the early 1930's with a water carrying agreement between Smith/Shoesmith and WID and continuing into the present, including litigation related to the fees charged by the District for maintenance arising out of the water carrying agreement. The Department's recommendation that WID be granted competing water right on my clients' property is of substantial concern to my clients, as those rights have never existed. The water servicing those properties has always been independently owned. Your statement that the Department determined to leave the recommendation to the WID in place and allow competing claims to go forward does not accurately represent the historical treatment of the water rights on the properties at issue.

I provided considerable information regarding the historical use of water on the subject property including the affidavits of Alba Einsphar and Violet Mathews indicating their memory of historical water use on the property dating back to the late 1940's, the 1932 water carrying agreement between Smith/Shoesmith and the WID, and the 1975 water carrying agreement between Green and WID. The 1975 water carrying agreement explicitly states that the lands serviced, "seventy-eight acres situated within and being a portion of S1/2 SW1/4 and SW1/4 SE1/4 of Section 34, Township 11 North, Range 4 West of the Boise Meridian" are "seventy-eight (78) acres of Land, located outside the external boundaries of the party of the first part[.]"¹ The WID has never recognized the section 34 property of my clients as lands of the District, as is evidenced by the deposition testimony of Jonathon 'Jay' Edwards, Secretary of the Weiser Irrigation District taken in connection with the 1998 lawsuit commenced to establish the maintenance charges owed by my clients' predecessors in interest pursuant to the carrying agreements. The Mediation Stipulation and Consent to Judgment issued on August 30, 1999 resolved the issue of "the fee to be paid to the Weiser Irrigation District for the transportation of the Plaintiffs' private water by the Weiser Irrigation District in the District's canal known as the Galloway Canal."

On behalf of my clients, I am requesting that the Department amend its recommendations made to the Symes and Pollards disallowing 67-14356 and 45-14357, and recommending the WID competing right 67-2164G including lands owned by the claimants. There is no supportable basis for requiring the Symes and Pollards to maintain a competing claim with the WID on the lands claimed in 67-14356 and 67-14357 as the District has repeatedly disavowed any interest in the section 34 lands. Further, I request that at the time of amending the recommendations the Department adjust the priority dates to reflect the dates when Alba Einsphar and Violet Mathews testified the section 34 ground went into irrigation. Please contact me at your convenience to discuss this issue further.

Very truly yours,

BARKER ROSHOLT & SIMPSON LLP



Shelley M. Davis

Enc.

Cc: Ed and Sally Pollard
Greg and Renate Syme
Chris Bromley

¹ I have attached copies of the referenced affidavits, a copy of the 1975 Water Carrying Agreement, and excerpts of the deposition testimony of Jay Edwards for your reference.

Attn: Idaho Dept. of Water Resources

Re: Water Right Adjudication Claim 67-14353

We purchased the Shoesmith farm in Weiser in 1938. We owned and worked this farm until we sold it to Henry and Ann Green in 1978. Ed Pollard currently owns it.

We started irrigating the 30-acre field to the east, between the Galloway Canal and the Weiser River shortly after moving there, sometime between 1940-1942. We kept this field as irrigated pasture.

There was a delivery ditch that ran along this field and on down to our lower south fields. It is identified as Field 9 on the USDA Farm 2007 Map. It lies SE and SW in the Section 34 Township 11 N Range 4W and in the north west of Section 3 Township 10N Range 4 W.

Between 1947-1949, we installed a pump in the canal which we used to sprinkler irrigate our upper fields until we sold the place in 1972. These upper fields are approximately 79 acres between the Weiser River Road and the Galloway Canal. They are identified as Fields 6, 7, and 10 on the USDA Farm 1607 Map. They lie in the SW of Section 34 Township 11N Range 4W and the NW of Section 3 Township 10N Range 4W.

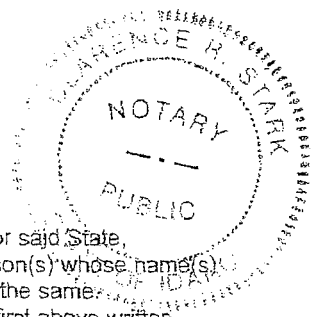
Alba Einspahr

Alba Einspahr

STATE OF IDAHO, County of Washington -ss:

On this 16 day of SEPT, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared ALBA EINSPAHR known to me to be the person(s) whose name(s) are/is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

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


Notary Public for Idaho
Residing at: Weiser, Idaho
Commission expires: 9-7-2011

Attn: Idaho Dept. of Water Resources

Re: Water Right Adjudication Claim 67-14353

My parents purchased the Shoesmith farm in 1938. I was 5 years old at the time.

My parents started irrigating the approx. 30 acre field to the east, between the canal and the river shortly after that, between 1940 and 1942. They kept this in irrigated pasture for our milk cows until the farm was sold in 1978. This is field 9 on the USDA Farm 2007 map.

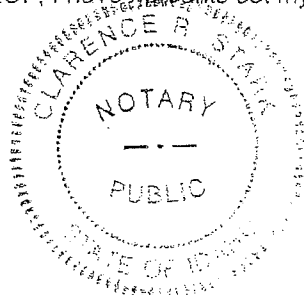
Between 1947 and 1949 my parents installed a pump in the canal and began sprinkler irrigating our upper fields. I helped my Father irrigate the fields. These are fields 6, 7, and 10 on the USDA Farm 1605 map. We irrigated these fields until the farm was sold.

Violet Mathews
Violet Mathews

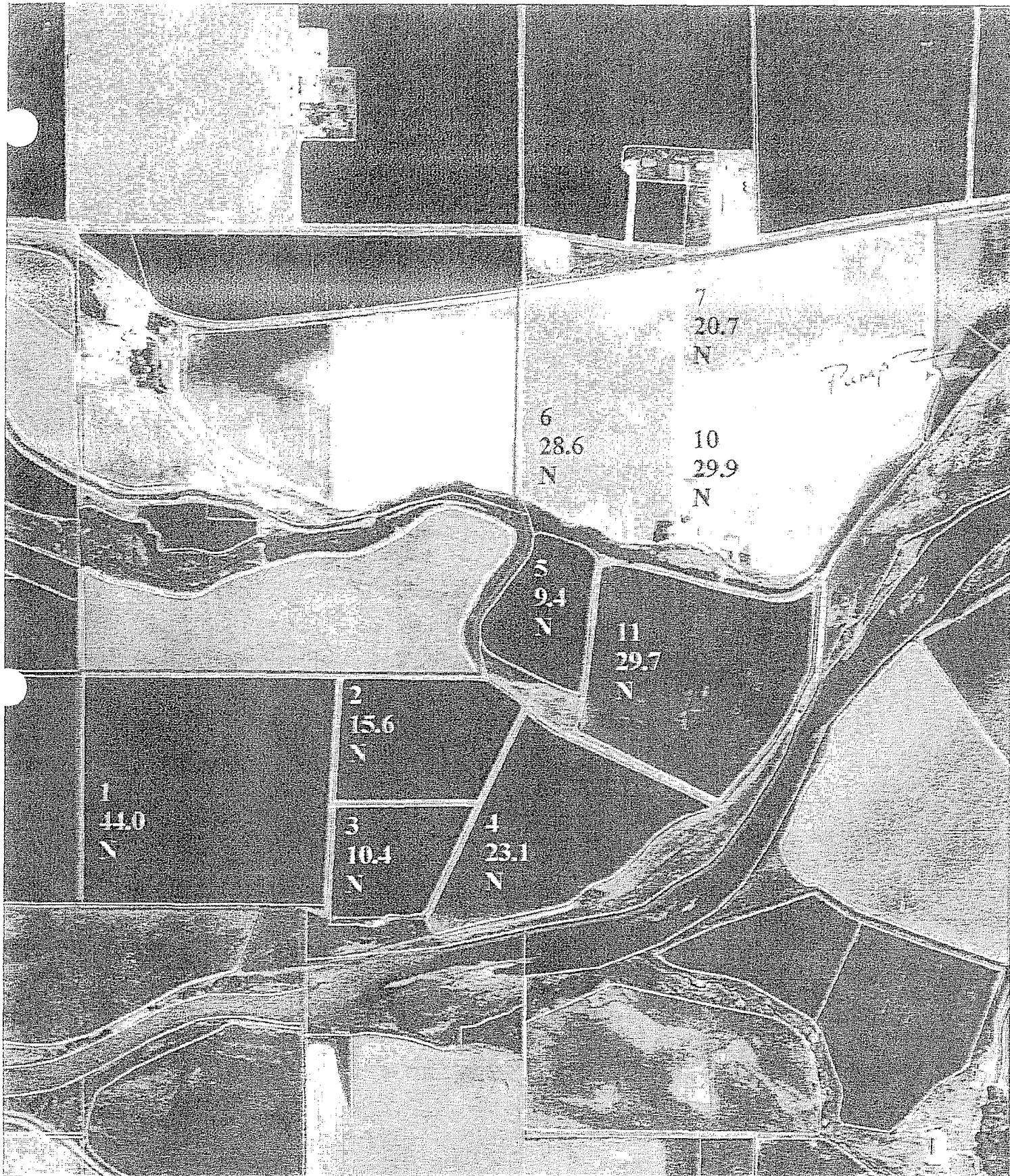
STATE OF IDAHO)
: ss
County of Washington)

On this 16 day of SEPT, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared VIOLET MATHEWS known to me to be the person(s) whose name(s) are/is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

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



Clarence R. Hart
Notary Public for Idaho
Residing at: Weiser, Idaho
Commission expires: 9/7/2011



Map of Washington Farm 1605
Tract 1669



Map Printed: Aug 27, 2004

6

WATER CARRYING AGREEMENT

THIS AGREEMENT, Made and entered into this 2nd day of September, 1973, at Weiser, Idaho, by and between:

THE WEISER IRRIGATION DISTRICT, a quasi-municipal corporation, organized and existing under and by virtue of the laws of the State of Idaho, with its main office and principal place of business at Weiser, Idaho, PARTY OF THE FIRST PART,

and

HENRY GREEN, of the County of Washington, State of Idaho, PARTY OF THE SECOND PART;

WITNESSETH, WHEREAS: The party of the second part is the owner of Seventy-eight (78) acres of land, located outside the external boundaries of the party of the first part but in sufficiently close proximity to the canal owned by the party of the first part and used by it for delivery of water to its patrons within its corporate boundaries so that the lands of the party of the second part can be irrigated therefrom;

AND WHEREAS: The party of the second part is the owner of Four (4) acres of land, hereinafter referred to as "land", in the County of Washington, State of Idaho, and the party of the first part has sufficient additional carrying capacity in its canal, to-wit: the Galloway Ditch, to accommodate an additional Fifty (50) miner's inches of flow at any given time in that portion of its canal lying between its main point of diversion of the Weiser River at the Galloway Dam and the point of diversion for waters to be diverted and applied to the lands of the party of the second part; and it is the desire of the parties hereto to provide for the use of Fifty (50) miner's inches of the capacity of the canal of the party of the first part to carry said water to the lands of the party of the second part, to his said lands;

AND WHEREAS: The party of the first part has sufficient additional carrying capacity in its canal, to-wit: the Galloway Ditch, to accommodate an additional Fifty (50) miner's inches of flow at any given time in that portion of its canal lying between its main point of diversion of the Weiser River at the Galloway Dam and the point of diversion for waters to be diverted and applied to the lands of the party of the second part; and it is the desire of the parties hereto to provide for the use of Fifty (50) miner's inches of the capacity of the canal of the party of the first part to carry said water to the lands of the party of the second part, to his said lands;

NOW, THEREFORE, in order to accomplish the aforesaid purposes, it is mutually covenanted and agreed between the parties hereto as follows:

I.

The party of the second part is hereby granted the right to deliver Fifty (50) miner's inches of water through the canal of the party of the first

and to the lands of the party of the second part, consisting of Seventy-eight (78) acres of the storage water owned by the party of the second part on June Green Reservoir by application of five-eighths (5/8) of a miner's inch to the acre of land hereinafter more particularly described, at a rate not to exceed Fifty (50) miner's inches rate of flow during the irrigation season; and the party of the second part shall have the right to divert the same from the canal of the party of the first part and apply the same to beneficial use upon the lands of the party of the second part, hereinafter more particularly described.

The right herein given is subject to the condition that the party of the second part pay to the party of the first part, no later than the first day of February of each year, the sum of money equal to the operation and maintenance charge that is levied by the party of the first part on a per acre basis against lands belonging to the patrons of the party of the first part within its corporate boundaries; and, for failure to pay said sum, at the time the same shall become due, the party of the first part, in addition to all other remedies available to it and without prejudice to its right to collect the same, may, at its option, refuse to deliver any further water to the party of the second part in the year in which said default occurs and any subsequent year so long as said sum has not been paid.

As a further condition to the rights herein granted to the party of the first part by the party of the second part, the party of the second part covenants and agrees that, prior to delivery of any water, pursuant to this agreement, in the year 1975, the party of the second part will install, at his own expense, an accurate measuring device at his point of diversion, approved by the State of Idaho Department of Water Administration, to the end and purpose that the total volume of water removed by the party of the second part can readily be ascertained and read and that the rate of flow at any given time can be determined therefrom.

II.

It is mutually covenanted and agreed that, if in any given irrigation season, the party of the second part exhausts and totally consumes all

...the party of the first part, by resolution of its Board of Directors, has caused this instrument to be executed and its corporate seal to be hereunto affixed, the day and year first above written; and the party of the second part has hereunto set his hand and seal the day and year first above written.

part. The party of the first part, by resolution of its Board of Directors, has caused this instrument to be executed and its corporate seal to be hereunto affixed, the day and year first above written; and the party of the second part has hereunto set his hand and seal the day and year first above written.

IV.

The lands intended to be irrigated, belonging to the party of the second part, provided for in this agreement, are located in the County of Washington, State of Idaho, more particularly described as follows:

Seventy-eight (78) acres situated within and being a portion of the NW 1/4 and SW 1/4 of Section 34, Township 11 North, Range 4 West of the Boise Meridian.

V.

Unless terminated by breach, default, mutual consent of the parties or nonuser, this agreement shall be a covenant running with the above-described land.

IN WITNESS WHEREOF the party of the first part, by resolution of its Board of Directors, has caused this instrument to be executed and its corporate seal to be hereunto affixed, the day and year first above written; and the party of the second part has hereunto set his hand and seal the day and year first above written.

WENDELL IRRIGATION DISTRICT

Ernest J. Tolson
Chairman

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

On this 10 day of September, 1975, before me the undersigned,
Notary Public in and for said State, personally appeared JOHN SALOONEN
and JOHN M. ELLIS, personally known to be the President and Secretary,
respectively, of WEISER IRRIGATION DISTRICT, the corporation executing the
within instrument, and acknowledged to me that said corporation executed the

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

A. Francis McDaniel
Notary Public for Idaho
Residing at Weiser, Idaho

NOTED (41) 10400

50

County of Washington

On this 10 day of September, 1975, before me the undersigned,
a Notary Public in and for said State, personally appeared HENRY GREEN, known
to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

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

Michael A. Loeck
Notary Public for Idaho
Residing at Weiser, Idaho

WATER CARRYING AGREEMENT
WEISER IRRIGATION DISTRICT

AND

HENRY GREEN

Dated: September 2, 1975

BOOK 106400

AND COUNTY OF WASHINGTON IS
HEREBY REQUESTED

Washington County Title Co.

RECORDED 10:00 O'CLOCK A. M.

9th day of March 1976

9 of Misc. pg. 608

CLERK, Recorder, Fee: 4.00

W. L. Loeck Deputy

Washington County Title Co.
Weiser, Id.

MICROFILM
SYSTEMS

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
OF THE STATE OF IDAHO,

IN AND FOR THE COUNTY OF WASHINGTON

COPY

VAUGHN W. KELLEY, an individual;)
HENRY P. GREEN and ANN C. GREEN,) Case No. CV-98-00496
husband and wife; SMITH LAND &)
LIVESTOCK CO., an Idaho)
corporation; LON BAKER and JACK)
BAKER, dba BAKER BROTHERS, an)
Idaho general partnership; and)
INSTITUTE CANAL COMPANY, an)
Idaho corporation,)
Plaintiffs,)
vs.)
WEISER IRRIGATION DISTRICT,)
Defendant.)

DEPOSITION OF JONATHAN P. EDWARDS
TAKEN ON BEHALF OF THE PLAINTIFFS
AT WEISER, IDAHO

THURSDAY, MARCH 18, 1999

REPORTED BY:

ANGELA M. CODER, CSR NO. 635
Notary Public



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1 besides the minutes, regular minutes and whatnot,
2 is work on various projects, including Lost
3 Valley Reservoir, putting all of this
4 information -- when we first started out here,
5 the taxing records were on a paper form. We then
6 placed all this on a computerized system. And at
7 the same time, then, started to do a reevaluation
8 of the district. The last time the district had
9 any assessment changes were around 1940, it
10 appears.

11 So, what was one of my first jobs was
12 the district bought a whole lot of -- or recent
13 set of aerial photographs of this area. And so,
14 we started mapping the district in, and then
15 identifying all the grounds that had been served
16 with Weiser Irrigation water.

17 Q And this evaluation, when did that
18 start?

19 A Spring of '92.

20 Q And so if I understand your testimony,
21 between about 1940 and 1992, there hadn't been
22 any evaluations done during that period of time?

23 A That's correct. What it appears, at
24 least what I could tell, is there were splits of
25 property that, you know, there would be separate

1 tax notices sent out. But basically, from what I
2 could tell, was that there had not been any
3 additional acreage changes.

4 I think there were just two minor
5 changes, I'm aware of, were Dan Smith and Henry
6 Green. Their properties were visited in the
7 '70s, and -- about their water situation, and
8 their acreage was added on at that time. But
9 since then there have been no other changes, just
10 bookkeeping.

11 Q How did you come about becoming the
12 district secretary?

13 A We were asked by the district board and
14 interested farmers. I have a background and I
15 have a college degree in geology and soils and
16 hydrology and all this sort of stuff.

17 We had an office. We were, at the
18 time, doing the computer -- we had worked with
19 the Weiser labor pool. That's the hiring and the
20 firing of the Mexican field labor, and we did all
21 of their payroll and W-2s, and so we -- you know,
22 we were a part of the agricultural community at
23 that time.

24 And we were just approached to take
25 over the district. And we talked around with

1 some various people, particularly like Ira
2 Burton. He thought it had been a wonderful idea
3 that we take it over, so we did.

4 Q And is one of your functions as
5 secretary, do you actually do the assessments for
6 the land within the district, or is that done by
7 the board?

8 A What we have done is, in the past there
9 were several different assessments by area. And
10 when we took it over, it was decided by the board
11 at that time to assess every acre as having the
12 same beneficial use. And what my purpose was,
13 was to identify the number of irrigated acres on
14 these different farms.

15 Q Is that -- I'm sorry. Go ahead.

16 A So, basically, it was identifying, yes,
17 this field maybe back in 1930 or 1940 it was
18 being irrigated, say, 40 acres. And now the
19 field, the farmer has gone in and leveled it, or
20 maybe he's put sprinklers on it, and now the
21 field is 47 acres.

22 My purpose was to identify the total
23 ground which was being -- received benefit of the
24 Weiser Irrigation water, and then we amended
25 their tax notices to that effect.

1 Q All right. And just for clarification
2 purposes, and I notice we're going to talk about
3 this later, when I'm talking about assessments,
4 I'm talking about members within the district
5 versus our clients who are outside of the
6 district?

7 A Right.

8 Q But I have noticed in some of the
9 documentation, as far as my clients, what I
10 generally call the contract holders, even though
11 they're not all contract holders, in some of the
12 correspondence, there is discussion about
13 assessing their lands.

14 A Right.

15 Q Can you tell me just in a general
16 sense, when you're talking about people outside
17 of the district, are you actually assessing their
18 lands?

19 A I think the term -- well, the way I use
20 it is that land which was receiving water from
21 the irrigation district, there's a duty to pay a
22 certain amount of money. And I use the term
23 "assessment" for that.

24 Q All right. So land receiving water has
25 a duty to pay for the delivery of that water or

1 for the use of that water; what's the determining
2 factor there?

3 A It was just my term that I used that
4 mainly just do the delivery, whose ever water or
5 district water. There's water which is going to
6 this place that is being transported down the
7 Galloway Canal, and it was my -- it's my own
8 terminology, that assessment is the dollar amount
9 that would, you know, was that proportional share
10 of the district's budget to deliver that water.

11 Q And in a minute here I'm going to talk
12 about some of those particulars about how you
13 came up with that calculation. But before we get
14 there, what I want to know is, when you were
15 doing this evaluation, how many acres did you
16 come up with, and let's talk about in the
17 district and outside the district, that were
18 receiving beneficial use of the water?

19 MR. WALKER: Are you speaking there
20 just within the district boundaries or receiving
21 water as a benefit from the canal?

22 MR. TALBOY: What I want to know is,
23 let's just divide that up between the district
24 members and nondistrict members, and then we can
25 talk about the canal in a minute.

1 THE WITNESS: Okay. These are the
2 figures that I came up with were, for the record,
3 what, 9,648.58 acres, which were assessed. That
4 lot, that property, lay within the Weiser
5 Irrigation District.

6 BY MR. TALBOY:

7 Q Boundaries?

8 A Yes. We had 2,170.43 under contract.
9 And then we had close to 942 acres which were
10 unexplained.

11 Q Did you ever explain those?

12 A Yes. Some of this ground is under the
13 previous lawsuit that we had with Saito and all
14 of those various bunches of little pieces of
15 property that intermingled back and forth.

16 Q Of that 942 acres, did you ever do any
17 calculations as to whether of that 942 acres how
18 many of those acres were within the district
19 versus outside of the district?

20 A No, I did not.

21 Q And when did you prepare this, Jay?

22 A In '96.

23 MR. WALKER: Let me just help you out a
24 little bit. You did them on an individual basis
25 that gave rise to the total?

1 THE WITNESS: Correct.

2 MR. WALKER: In other words, the total
3 942. So if you went down to each land owner,
4 eventually we could chase it down.

5 THE WITNESS: Right, we could do that.

6 MR. TALBOY: And I understand that;
7 okay. That's great.

8 BY MR. TALBOY:

9 Q So you have a total acres furnished
10 water by the Weiser Irrigation District of
11 12,761.01?

12 A That's my best guess.

13 Q All right. And this was prepared in
14 1996, did you say?

15 A That's correct.

16 MR. TALBOY: Why don't we go ahead, and
17 we will mark this one, or identify this one, as
18 Exhibit A. Can we go off the record for just a
19 second.

20 (A discussion was held off the record.)

21 BY MR. TALBOY:

22 Q Just kind of by way of background
23 information, in 1992 you started this
24 evaluation. And then you have shown me what
25 we're going to identify as Deposition Exhibit

1 things here before we get too kind of lost in
2 this whole thing.

3 I'm going to hand you this document
4 there, which you have previously identified as
5 the notes from your evaluation; is that correct?

6 A That's correct.

7 MR. TALBOY: Why don't we go ahead and
8 mark that as D2. This one will be D1.

9 MR. WALKER: I thought you marked that
10 as --

11 MR. TALBOY: I'm going backwards. I
12 apologize. I haven't gotten there yet.

13 (Whereupon, Exhibit No. D1 was marked
14 for identification.)

15 BY MR. TALBOY:

16 Q Now, I'm going to hand you that
17 document. Could you identify that for the
18 record, please.

19 A This is a summary of contract water
20 holders, with the contract water holders, what
21 water they do own.

22 MR. TALBOY: Why don't we go ahead and
23 mark that as D2.

24 (Whereupon, Exhibit No. D2 was marked
25 for identification.)

1 MR. TALBOY: Randall, do you want to
2 take look at that?

3 MR. FREDRICKS: Yeah, so I can identify
4 it, at least.

5 THE WITNESS: There was field
6 investigation for two places in those contracts,
7 I should tell you about, if you need to know.

8 BY MR. TALBOY:

9 Q All right. Why don't you explain that
10 for me. What are you talking about, field what?

11 A Field investigations.

12 Q Uh-huh. And tell me what that is.

13 A That is a field trip by myself and A.G.
14 Salfen. We went -- the first area was the
15 Institute Canal to investigate where the water
16 went to. The districts kind of merge in and out
17 with each other along the points. So we wanted
18 to be fairly certain where the distribution of
19 the water went to.

20 At that time is when we discovered
21 there was another hundred-some acres outside the
22 Institute Canal, which is receiving water from
23 the Weiser Irrigation District through the
24 Institute Canal distribution system, which is
25 more particularly the Cheney place and Wayne

1 is there anything out there you can point to?
2 I'm not trying to trick you. I just want to
3 know.

4 A It's the fair thing to do. And I think
5 that's the guiding principle behind it is,
6 everybody benefits in the use of the water,
7 everybody should pay a fair share.

8 Q Okay. And I guess what I'm getting at
9 is, I mean I can understand that philosophy if
10 we're all members of the district.

11 A Correct.

12 Q And that's why we form districts, and
13 that's why we share the costs so that the person
14 at mile whatever pays the same as mile whatever
15 later down the canal.

16 A Right.

17 Q And I understand that. But what I'm
18 trying to focus on here is, what basis -- if you
19 don't know, if there's nothing out there, that's
20 fine. But what I want to know is, I mean, these
21 people, my clients, are not district members; we
22 agreed to that?

23 A Correct.

24 Q And because they're not district
25 members, that same principle as it applies to

1 district members does not apply to my clients; is
2 that a yes?

3 A Yes.

4 Q Just simply because they're not members
5 of the district?

6 A Yeah, right. They have no voting
7 power, basically it would be. And they have the
8 same privileges as everybody in the district,
9 except they have no vote.

10 Q Right. And so what happens is
11 districts are empowered by contract or empowered
12 but statute to enter into contracts with these
13 people who are outside of the district?

14 A Correct.

15 Q And that controls the rights and
16 obligations between the parties?

17 A Right, right. From our prior lawsuit
18 with the Saitos, and the Judge pretty much said
19 that we're not required to deliver water outside
20 the district; okay? That was one of the premises
21 we're working on.

22 Okay. Now, all this stuff had been
23 ignored for years. Nobody really knew -- you
24 know, all the people kept saying, well -- as an
25 example, I will say the Smiths. They said, well,

1 minute.

2 A Sure.

3 Q We will kind of go through the same
4 kind of questions. Do you know whether the
5 Greens, do they have any other rights? I mean,
6 and let's explain that. I mean, do they have any
7 wells or any other river rights or anything other
8 than the water that's coming down the Galloway
9 ditch that you know of?

10 A No, I don't think so.

11 Q You don't think that they do?

12 A Well, I don't think they have any other
13 rights, is all I'm trying to say here.

14 Q Is that one that you actually went out
15 and looked at or not?

16 A Yes. We looked at that several
17 different times.

18 Q And do you know what the total acreage
19 is that they are irrigating?

20 A Yes. 267.

21 MR. WALKER: Now, who is this?

22 THE WITNESS: For Henry Green. That
23 figure might be 25 acres high, because the table
24 I'm using is -- I think he has sold 25 acres to
25 Greg Syme, I believe, so I'm probably 25 acres

1 high with that figure I just told you.

2 MR. FREDRICKS: Let me clarify
3 something on this. There was 78 acres that was
4 not under the contract, which, I think, is
5 included in that figure; right?

6 THE WITNESS: Right, yeah. There's 189
7 acres underneath the Shoesmith contract. In 1974
8 the district met out there, and Henry Green has a
9 separate contract for 78 acres which he pays full
10 assessment for.

11 BY MR. TALBOY:

12 Q And he did that in 1974?

13 A Correct. And I believe out of that 78
14 acres, he has sold 25 of that to Greg Syme.

15 Q So if we run our math here --

16 A I made a mistake here. I believe that
17 the Shoesmith people had a total of 25 inches of
18 adjudicated water in Muir, versus Allison,
19 M-U-I-R, versus Allison decree. So they do have,
20 in combination with Smith, a small amount of
21 water.

22 Q So, like I said, I was trying to do
23 some math here. And if we assume for a minute
24 that this 25 acres is gone, and we take out the
25 78 acres, which he is paying a full assessment

Size of Weiser Irr. Dist.

10-1901 Utley Survey 9593.16 West of Mammoth Creek
of which 2991.06 irrigated.

1940 water right for 10,890.9 including lands outside
District - mainly contract land East.

1945 - 8937.51 Assets with Benefits
400 Ac ^{acres?} City

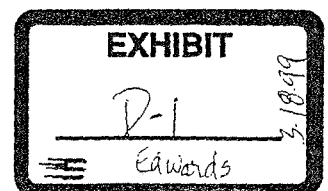
9337.51 receiving water.

1989 9648.58 Acres within
Boundaries of Weiser Irrigation
District.

My Best - Est.
5/96 9648.58 Assessed
2170.43 Contract
942. unexplained

12761.01

Furnished water
by Weiser



NAME	Contract	Contract Acres	Current Acres irrigated	Crop Crook Stoves	Other H ₂ O transported
Lon & Jack KER BROTHERS	59/67 58/67	None	173 88.6 Ac Not Canal.	315 AF	None from the water their water
x Dale BALDERSTON	1941 yes	75 AC	55.75	100 AF	70 min. # 18425
Correia	1928 Dece	84	84	125 Some goes down the road	25 min. by Decree.
* Dickenson Charles	No		3	6	Water supply to
/ Ron Bean (Booth)	Dece	72	72	100	25 min. 72 min. Dece
Henry Green Ann C.	1932 1934	160 78	189 78	420 AF	25 min. 185 min. Dece
x High Desert	1949	100	100	166 AF	None
x Milton Kerner Lola	1941 Brothers	144.64	~~144.64~~ None 90.7	200 AF	100 min. # 18425
x Milton Kerner Lola	alloway No Contract		~~18.7~~ 183.2 204.4	125	23.10 min. Decree d. 18425
x Vaughn Kelley	1-15-41	50	55	100.	50 min. 18425
x Dan Smith Verla M Smith	1932 1974 added	80 40	118	245	transport their water only

Smith land,
(Livestock)

1932

804^{ac}

171

641

other had
transport 2nd
their water
only.

Billie
Youngblood
(Benson)

Booth
Deer.

75

75

625-
Bumett
Pict.

Deer Decr.

John Youngblood

0

10

75

in District

RL Slyter
(Kenneth)
Youngblood

Deer
Booth.

25

25

0

—

Institute
Canal
Co.

~~1941~~
19-54

~~800~~
\$150⁰⁰
800^{ac}

940.8

4000
AF
Primary
200 2ndary

—

Bruce
Julie Kerner

1941
Breastless

4.7

4.7

2
3

Deer
Creek,
H₂O

EXHIBIT

D-2

Edwards

3.10.99

92/261

Canal = 25 miles long.
(Smiths & Green) 3 miles

Smiths & Green $\frac{3}{25}$ of Canal length
Contract: Maintenance & operation
of 3 mile ($\frac{3}{25}$) to be shared
W & D $\frac{24}{25}$ And Smiths &
Green $\frac{1}{25}$.

4,000/mile
12,000

Total Director salary - Ditch
tender salary + mileage - Secretary
salary ..

Divide by $\frac{3}{25}$ for proportionate
share (Smiths & Green $\frac{3}{25}$ miles)

Divide that by $\frac{1}{25}$ for
the ~~share~~ Assessment to be
paid by Smiths & Green

Green $\frac{1}{2}$
Smith $\frac{1}{4}$
Smith $\frac{1}{4}$

EXHIBIT

D-7

Edwards

3-18-99

M & M COURT REPORTING SERVICE, INC.
421 WEST FRANKLIN STREET
POST OFFICE BOX 2636
BOISE, IDAHO 83701-2636
208-345-9611

KELLEY, ET AL V.

Plaintiff(s),

Case No. CV-98-00496 (Washington)
M & M FILE NO: ANB0248

WEISER IRRIGATION DISTRICT

Defendant(s).

PLEASE TAKE NOTICE THAT PURSUANT TO:

IDAHO RULE 30(f)(3) NOTICE OF PREPARATION OF TRANSCRIPT
AND FILING NOTICE OF MAILING IS GIVEN

THE FOLLOWING TRANSCRIPTS WERE COMPLETED, DELIVERED AND/OR MAILED:

JONATHAN P. EDWARDS
03/23/99

THE ORIGINAL DEPOSITION IS IN THE POSSESSION OF:

Ellsworth, Kallas & Talboy
Robert W. Talboy
2402 West Jefferson
Boise, Idaho 83702

COPIES SENT TO:
Mr. Lary C. Walker

NOTIFICATION TO:
Washington County Clerk

12/11/2006

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

RIGHT NUMBER: 67-14352

NAME AND ADDRESS: GREGORY C SYME
1255 W 6TH ST
WEISER ID 83672

RENATE SYME
1255 W 6TH ST
WEISER ID 83672

SOURCE: WEISER RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.550 CFS

PRIORITY DATE: 09/03/1954

POINT OF DIVERSION:

T11N R04W S35 SWNE 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	0.550 CFS

PLACE OF USE: IRRIGATION in WASHINGTON County

T11N R04W S34	SESW	5.50	T11N R04W S34	NWSE	5.00
T11N R04W S34	SWSE	17.00			

27.5 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14352 V1

WATER RIGHT NUMBER: 67-14352 V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	ANN C GREEN 2117 WEISER RIVER RD WEISER, ID 83672 (208)549-2733
Original Owner	HENRY P GREEN 2117 WEISER RIVER RD WEISER, ID 83672 (208)549-2733
Current Owner	GREGORY C SYME 1255 W 6TH ST WEISER, ID 83672 (208)549-0774
Current Owner	RENATE SYME 1255 W 6TH ST WEISER, ID 83672 (208)549-0774

Priority Date: 09/03/1954

Basis: Beneficial Use

Status: Active

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/01 to 11/15	0.550 CFS	
	<u>Total Diversion:</u>	0.550 CFS	

Location of Point(s) of Diversion

WEISER RIVER	SW1/4NE1/4NE1/4	Sec. 35, Twp 11N, Rge 04W, 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	
11N 04W 34												5.5		5.0	17.0		27.5

Total Acres: 27.5

Conditions of Approval:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14352 V1

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.

Remarks:Comments:

1. mvanbussum 3/9/2006 Storage Water

Comment: It appears this claim is for Crane Creek storage water per 1975 agreement between Green and WID in claim file 67-14352. This should be recommended under Crane Creek claims, so recommend this as disallowed.

2. mvanbussum 4/26/2006 copied from remarks

Comment: This claim is the result of a split due to change in ownership for a portion of 67-11027. DH 7/24/2002

3. mvanbussum 4/26/2006 copied from remarks

Comment: Split claim amended per claimant inquiry & review of claim. DH 6/27/2003

4. mvanbussum 12/11/2006 NOE

Comment: Per NOE process, we are recommending this claim as a private water right from the Galloway Canal. See note in file dated 12-7-2006.

5. mvanbussum 12/11/2006 POU

Comment: POU recommended according to claim map. NESE was claimed in error and should have been claimed as NWSE.

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: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>
Contacts	4/26/2006 10:33:59 AM	mvanbussum			Active
Summary			04/26/2006	mvanbussum	Active
Contacts	12/11/2006 12:04:09 PM	mvanbussum			Active
Priority Date	12/11/2006 12:04:34 PM	mvanbussum			Active
POD	12/11/2006 12:05:56 PM	mvanbussum			Active
Source	12/11/2006 12:09:29 PM	mvanbussum			Active

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14352 V1

POU	12/11/2006 12:09:52 PM	mvanbussum	Active
Use	12/11/2006 12:18:31 PM	mvanbussum	Active
Season	12/11/2006 12:19:10 PM	mvanbussum	Active
Quantity	12/11/2006 12:20:23 PM	mvanbussum	Active
Summary	12/11/2006	mvanbussum	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
POU	12/11/2006 12:13:24 PM	mvanbussum	Updated shape for Active POU
POU	12/11/2006 12:17:16 PM	mvanbussum	Updated PLS for Active POU
POD	12/11/2006 12:08:55 PM	mvanbussum	Updated shape
Source	12/11/2006 12:09:28 PM	mvanbussum	(No) 1. Is the basis of claim Decree or License? (No) 2. Is the basis of claim an Application or Permit? (No) 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 - Imagery.
POU	12/11/2006 12:09:51 PM	mvanbussum	(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 - Imagery and claimant correspondence.
POU	12/11/2006 12:13:38 PM	mvanbussum	Updated PLS for Active POU
Contacts	12/11/2006 12:04:08 PM	mvanbussum	(No) 1. Do you want to schedule an appointment? Comment for 1: Desktop review.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14352 V1

General	12/11/2006 12:04:33 PM	mvanbussum	(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? (No) 8. Is the basis of claim a posted notice? (No) 9. Is the Priority Date of this water use after the date a permit is required for the source and the water use? (Yes) 12. Does the claim file contain sufficient evidence of Priority Date? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required? Description for Question 12/13 - Receipt for installation of pump from Galloway Canal.
POD	12/11/2006 12:05:55 PM	mvanbussum	(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?
POU	12/11/2006 12:17:05 PM	mvanbussum	Updated shape for Active POU
Use	12/11/2006 12:18:30 PM	mvanbussum	(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 - Imagery verified purpose of use.
Season	12/11/2006 12:19:09 PM	mvanbussum	(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 administratively determined? (Yes) 15. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14352 V1

Quantity	12/11/2006 12:20:21 PM	mvanbussum	(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 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 - Flow data provided by Weiser Irrigation District of Galloway Canal capacity provide flow measurement information.
Summary	12/11/2006 12:21:08 PM	mvanbussum	(No) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (Yes) 3. Is the water being used for all of the purposes claimed and to the extent claimed? (No) 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?
Contacts	4/26/2006 10:33:40 AM	mvanbussum	(No) 1. Do you want to schedule an appointment? Comment for 1: Desktop review.
Summary	4/26/2006 10:35:30 AM	mvanbussum	(No) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 3. Is the water being used for all of the purposes claimed and to the extent claimed? (No) 4. Is any portion of the claim be recommended? (Yes) 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?

Water Supply Bank:

MEMORANDUM

TO: File

FROM: Monica Van Bussum

DATE: December 7, 2006

RE: Determination of private water rights from Galloway Canal

The first task of this memo is to summarize my current understanding of the basis of SRBA claims for private water from Galloway Canal. The second task is to make a recommendation regarding the handling of SRBA claim 67-14353. This memo assumes some passing familiarity with the Smith/Shoesmith agreement with Weiser Irrigation District (WID) of 1932 and other agreements for private water from Galloway Canal. Please reference my memo of December 2005 for a synopsis of these agreements.

67-2164A (Smith Land & Livestock) and 67-2164B (Ed Pollard)

These claims are based on a license granted to Ida Shoesmith and Polly Smith in 1933 using the Galloway Canal. This license predates the WID license 67-2169G for water off the Galloway Canal. Both claims are recommended based not only on the license, but on the 1932 WID agreement with Smith/Shoesmith. The 1932 Smith/Shoesmith agreement stated Smith/Shoesmith had 320 irrigable acres and could utilize up to 600 inches of water carried in the Galloway Canal. This water had been previously carried in the Smith/Shoesmith canal but, when WID extended the POD of the Galloway Canal to its current location, this agreement was signed to allow Smith/Shoesmith to carry their private water through the Galloway Canal. License is for 299 acres and 5.98 cfs. Combined recommended acreage is 275 acres and 5.50 cfs.

67-14444 (Smith) and 67-14445 (Ed Pollard)

The purpose of these claims was to improve upon license 67-7165 based on the Smith/Shoesmith contract with WID. 67-7165 was licensed for 72 acres and 0.62 cfs. Combined recommended acreage for 67-14444 and 67-14445 is 117 acres and 2.34 cfs. 67-7165 was for private water from the Galloway Canal. Recommended priority date is one day after license 67-2164.

67-14355 (Green) and 67-14357 (Pollard)

These claims were disallowed because they were duplicates of the claimants' 67-2169 splits. The Smith/Shoesmith agreement did not mention the license or permit WID held for water from the Galloway Canal, so any rights appurtenant to the Smith/Shoesmith agreement are considered private rights and not affiliated with WID's license.

67-14352 (Syme) and 67-14353 (Ed Pollard)

These claims were originally thought to be storage water; we now believe them to be for live, private water from the Galloway Canal. They appear to be enlargements to again improve upon license 67-2164 and more fully claim private water from Galloway Canal granted to Smith/Shoesmith 1932 agreement. The claimants have stated they started pumping from the Galloway Canal after the WID license was granted and have provided invoices for the installation of power to the pumps. There are two apparent questions at this point that need to be answered in this review of the recommendations:

1. Did the Smith/Shoesmith agreement in any way limit the acreage that could be irrigated with the 600 inches?
2. Is it possible to establish a private water right from the Galloway Canal after WID was granted license 67-2169 on 12-18-1936?

Did the Smith/Shoesmith agreement in any way limit the acreage that could be irrigated with the 600 inches?

The Smith/Shoesmith agreement did state the combined ownership of the parties was 320 irrigable acres, but they were allotted 600 inches of water. 600 inches is far above the standard current usage on 320 acres. The department standard is to use 1 miner's inch of water per acre. 320 acres at 1 inch per acre would be 6.4 cfs.

If we combined all the recommendations among Smith Land & Livestock, Dan Smith and Ed Pollard from the Galloway Canal as they stand today, the combined cfs is 7.84 (392 inches) and acreage is 392. 392 acres is well above the 320 acres mentioned in the Smith/Shoesmith agreement. Clearly, we read the contract to mean that, in return for giving up land to allow WID to enlarge the Smith/Shoesmith canal, Smith and Shoesmith were given the right to no more than 600" of water during the irrigation season. Paragraph (f) states that "the water which [WID] is to so transport . . . shall be the waters of [Smith and Shoesmith]...."

Given our understanding, there is more water available under the contract (208 inches, or 4.16 cfs). It is possible to have a beneficial use right in an irrigation canal provided the water is unappropriated. We would not recommend a priority date the day after 67-2164 in this case because the right was not established until 1954 with the installation of the sprinkler system and pump. WID filed a beneficial use claim for water from the Galloway Canal under 67-14621 with a priority date of 4/15/1957. Invoices provided by Ed Pollard and his attorney for the installation of sprinklers and pump date from 1954, which predates the WID beneficial use claim and we would consider the water as unappropriated before 1957.

Is it possible to establish a private water right from the Galloway Canal after WID was granted license 67-2169 on 12-18-1936?

The Smiths were granted license 67-7165 in 1973, well after WID license 67-2169. WID did not object to the license at that time and the Smiths established a private water right

from Galloway Canal nearly 40 years after 67-2169 and 16 years after WID's beneficial use right 67-14621. No rights could be established after the SRBA is completed because at this point we consider the Galloway Canal fully appropriated. However, this does open up the option for folks who have been pumping off the Galloway Canal since before 1957 to establish private beneficial use rights from the Galloway Canal.

Conclusion

From the answers to the above questions, it would appear we can recommend 67-14352 and 67-14353 as private water rights from Galloway Canal. Should we recommend 67-14352 and 67-14353, we would have to reduce the recommendation for WID beneficial use claim 67-14621 by approximately 4 cfs, from 28.18 cfs to around 24 cfs.

MEMORANDUM

TO: File

FROM: Monica Van Bussum

DATE: December 2005

RE: 1932-1999 Contracts and Agreements between Weiser Irrigation District (WID) and individuals using water from Galloway Canal

1932

First part: WID

Second part: Ida M. Shoesmith and Polly A. Smith

Synopsis:

- Second parties own an irrigation canal (Smith/Shoesmith ditch) to irrigate their lands, approximately 320 acres.
- WID wants to take possession of Smith/Shoesmith ditch and enlarge it to serve their irrigation needs.
- WID is granted right to widen and build ditch to the capacity “as in the judgment of first party is necessary to put said ditch in proper condition to carry all of the water first party will need...and in addition thereto to carry therein water needed by second parties for the irrigation of their present lands, said amount, however, which is to be carried for second parties shall not exceed 600 miners inches.”
 - WID will carry Smith/Shoesmith pre-existing water right (from pre-existing ditch) in an amount not to exceed 600 inches.
- “First party...will enter the present old canal of the first party all irrigation waters of second party, as second parties may desire same, for the irrigation of their present lands, being about 320 acres of irrigable lands, said amount, however, shall not amount to more than 600 miners inches.”
 - Reiterates previous paragraph, but includes number of acres of irrigable land. So, are Smith/Shoesmith limited to 600 inches or 320 acres?
- “Ida M. Shoesmith shall have the right to install in the canal of the first party at the point covered by the present contract between the District and said Shoesmith governing the erection of such water wheel, a water wheel of size and dimension covered by said present contract. Same shall be so installed in the first place and thereafter to be so maintained by second parties that the works of the first party shall not be endangered and the flow of water in said canal shall not be impeded. Said wheel shall be used for pumping water not to exceed 25 inches on to some high lands of second party and to run a small dynamo for creating electric energy to light the Shoesmith home and run farm machinery on the Shoesmith place. The right to use such electric energy generated shall be limited to the present Shoesmith place. J Said Shoesmith shall have the right to transport through the canal of first party down to the point where said wheel is erected, such 25 miners inches of water for irrigating such high lands of said Shoesmith.”

- Shoesmith can build a water wheel to divert 25 inches for irrigation of high lands and can use the wheel to run a small dynamo for generating power.
- “It is expressly agreed that the water which first party is to so transport through its said canal...shall be the waters of the said second parties.”
 - The 600 miners inches shall be Smith/Shoesmith water and not WID water.
- “...in the event that at any future time the party of the first part refuses to transport water to parties of the second part as hereinbefore agreed, then, and in that event, all rights of party of the first part in and to the Smith-Shoesmith ditch or canal as enlarged under the terms of this agreement shall cease and the exclusive right to possession and control of said ditch or canal shall be again vested in parties of the second part.”
 - If WID does not comply with this agreement, all their rights to the Smith/Shoesmith ditch or what became the extended Galloway Canal on that property cease to exist.

1974

Letter to Clyde Smith from WID (only have first page)

Synopsis:

- WID investigated water used on property and found “that your predecessor in interest had considerably less land under irrigation on November 22, 1932, than is now being irrigated.”
- WID set forth amount of land owned by Smith/Shoesmith (divided among three current land ownerships) and also additional acreage over the land in the contract.
 - Henry Green 160 acres
 - Claude Smith 80 acres
 - Clyde Smith (Dan Smith’s dad) 80 acres
- “The District recognizes the privilege given under the Agreement of November 22, 1932.”
 - If WID recognizes contract, should by default recognize similar contracts.

1975

Water Carrying Agreement between WID and Clyde Smith

First part: WID

Second part: Clyde Smith

Relates only to storage water in Crane Creek Reservoir

1932

1st party: WID

2nd party: Eva E. & William Muir and John Baker

3rd party: Washington County, Idaho

Synopsis:

- Washington County sold lands to John Baker & Eva Muir on 28 Feb 1931
- WID desired to build irrigation canal across lands
- Muir & Baker & Washington County “do hereby convey and contract to convey to first party a right of way for the purpose of building, constructing, operating & maintaining said irrigation canal along...”
- WID “agrees to pay in cash \$250.00, \$200.00 of this to be paid to Washington County to apply on the purchase price due from 2nd parties to the 3rd party for said lands, the other \$50.00 to be paid to the second parties.”
- “As a part of the consideration for this conveyance first party hereby grants to second parties the right to construct on said canal and right of way hereby conveyed by second parties and third party for first party one water wheel to be used in lifting water from said canal for the purpose of irrigation the lands of the second parties, and one small wheel to be used for the purpose of generating power. These two wheels are to be constructed at points on said canal within the right of way hereby conveyed, and are to be constructed by the second parties in the first place, and are to be thereafter maintained in such manner as will not impede (sic) the flow of water in said canal, or injure in any manner said ditch, or the banks thereof, and are to be so constructed as not to permit the accumulation of debris, moss etc., in said canal...”
 - Reviewer’s note: So it appears Baker/Muir are building a couple of wheels off the ditch and are responsible for building/maintaining, but this is part of the consideration for the conveyance. In other words, it seems the permission to build the wheels was given by WID as part of the reimbursement to Muir/Baker for letting WID build on their lands. Evidence in favor of individual claim.
- “As part of the consideration for this conveyance, second parties are to be permitted to take and carry through said canal their private irrigation water for the irrigation of their lands through which this right of way hereby conveyed, runs. However, it is expressly contracted and agreed that the first parties are not to furnish any irrigation water to, or for, the irrigation of said lands.”
 - Again, appears evidence for individual claim. Muir/Baker could take pre-existing individual water from ditch, using ditch as delivery system, but could not take water from WID’s flow. But there is no decreed water on Baker land. Sent letter to Baker 12/09 asking for proof of existing canal in 1930s.

1977

Injunction against Baker Brothers

Injunction WID b. Lon K. Baker and Jack K. Baker, d/b/a Baker Brothers

- “It is hereby ordered, adjudged and decreed, that the defendants, their heirs, successors in interest and assigns be, and they are, hereby forever enjoined from appropriating or diverting any storage water or adjudicated water belonging to the plaintiff from the said Galloway ditch for use upon the defendants’ lands situate (sic) in the County of Washington...(goes on to describe lands).”

- Note this says no storage or adjudicated water belonging to WID. Investigate further. Bakers, according to 1932 agreement and supported here, although not explicitly, were allowed to pull their own water from the canal.
- “Provided however, that the defendants, and each of them, their heirs, successors and assigns, are not restrained or enjoined from appropriating and diverting flood waters from the said Galloway Ditch for use upon the above described lands in times of freshet when the flow of the Weiser River and its tributaries is so abundant that it exceeds the quantity of water necessary to satisfy all adjudicated rights in the Weiser and its tributaries.”
 - So, the Baker Bros *can* appropriate flood water from the Galloway Ditch when flow of Weiser is above adjudicated rights.
- “The defendants are not restrained nor enjoined from diverting from the Galloway Ditch storage water owned by the defendants and released upon the defendants’ order from Crane Creek reservoir...”
 - Baker Bros have storage water and can take it from the Galloway.

1939

WID v. Wood complaint

Plaintiff: WID

Defendant: T.C. Wood, Water Master of Water District No. 41

WID says:

- Decree was entered on 11 May 1928 and decree “is now in full force and effect and has never been annulled, vacated or set aside, and this plaintiff does hereby accept said decree...”
- “That by said decree aforesaid, the duty of water was fixed at 5/8 inch to the acre with a high duty of water during periods of scarcity of 3/8 inch to the acre.”
 - Just a side note, 3/8 low water curtailment was overturned by the court before this complaint.
- That under the decree, WID go the following amounts of water:
 - No. 1, 5-1-1868, 100 inches
 - No. 27, 8-29-1883, 1500 inches
 - No. 43, 5-1-1887, 250 inches
 - No. 47, 5-1-1888, 250 inches
 - No. 52, 5-1-1889, 300 inches
- All lands within WID are within Water District No. 41.
- Since decree, farming practices in WID have changed. Before, principal crops were hay and grain and 5/8 inch and 3/8 inch were sufficient for raising hay and grain. In 1939, “the best paying and the largest crops raised on said lands” were sugar beets and late potatoes and these crops required a large amount of water late in the season, so WID lands required “a great deal more water than under the conditions as they existed at the time said decree was so rendered.”
- Since ditch is so long and “for many miles the ditch is all of side hill construction,” ditch loss is in excess of 25% “of the amount of water turned into

the canal at the point where same is taken out of the Weiser River, with the result that the amount of water adjudicated to the lands in the Weiser Irrigation District under the decree does not supply to the lands for actual use thereon the quantity of water to which said lands are entitled under the duty water as fixed by the decree.”

- WID applied for what became license 67-2169 in 1936 for 120 cfs of Weiser River water for lands within and without WID “which were then being irrigated by and out of the works of the WID. License was issued in January 1939 for 120 cfs.
- NOTE: Here missing a page. Subtitle X. Was reprinted in WID v. Wood decree.
- WID is asking the court to decree the 120 cfs as “supplemental water rights belonging to the WID, in addition to the water rights awarded and adjudicated to” WID.
- Essentially, it looks like WID is trying to get the court to decree their license.

1939

WID v. Wood decree

- Wood didn’t appear at hearing.
- Court decreed 67-2169 based on WID complaint and failure of Wood or anyone else to supply contradictory evidence.

1941

WID contract with Breshears

First part: WID

Second part: A. Arthur Breshears and Eva C. Breshears

- Breshears are “desirous of obtaining land and supplemental water from the Crane Creek reservoir for irrigation of said tract of land, and if same is obtained it will be necessary that said water, and in fact, all of the water to be used in irrigating the said lands, excepting the water used from Manns Creek, shall be transported from the Weiser River to said lands throughout the irrigation canal of the party of the first part.”
- Breshears pays WID \$600.00 for WID to convey 200 ac-ft of Crane Creek primary storage rights.
- “And in consideration of said sum above set forth, the party of the first part does hereby sell and grant to the parties of the second part an interest in said water permit license No 18425 (sic) hereinbefore referred to, sufficient to give to the parties of the second part one hundred (100) miners inches of said water right and which water right is from the flood waters of the Weiser River, and does hereby also grant and convey to the parties of the second part the perpetual right to transport through the irrigation canal of the party of the first part annually, said one hundred (100) miners inches of flood water and said storage water which the party of the first part hereby agrees to have Frank D. Ryan convey to the parties of the second part.”

- WID sells and grants 100 inches flood water to Breshears. Therefore, successors in interest should be 100 inches flood water off of license 67-2169. Danielle Favreau is recommending it as 67-2169A for Kerner. This works out to about 1 in. to the acre.

1941

WID contract with Annie Kelley

First part: WID

Second part: Annie Kelley

- Annie Kelley wanted late season and supplemental water.
- Kelley paid WID \$300 and WID will deliver 100 ac-ft of Crane Creek primary storage water.
- “And in consideration of said sum above set forth, the party of the first part does hereby sell and grant to the party of the second part an interest in said water permit license #18425 (sic) hereinbefore referred to, sufficient to give to the party of the second part fifty (50) miners inches of said water right...”
 - WID sells and grants Kelley 50 inches of flood water. Therefore, successors in interest should have 50 inches flood water off of license 67-2169. Danielle Favreau is recommending it as 67-2169C for Vaughn Kelley. This works out to about 1 in. to the acre. Disallow 67-10319, as it is a BU claim and a duplicate of 67-2169C.

1941

WID contract with Donald Eugene Sinden

First part: WID

Second part: Donald Eugene Sinden

- Sinden paid \$300 to WID and E.W. Horner, Trustee, will convey 100 ac-ft of Crane Creek primary storage water to Sinden.
- “Now, therefore, in consideration of said sum of \$300.00 cash in hand paid by the second party to the first party, the receipt whereof is hereby acknowledged, the party of the first part does hereby sell and grant to the party of the second part an interest in said water permit license #18425 (sic) hereinbefore referred to, sufficient to give to the party of the second part seventy (70) miners inches of said water right...”
 - WID sells and grants Sinden 70 inches of flood water. Therefore, successors in interest should have 70 inches of flood water off of license 67-2169. Danielle Favreau is recommending it as 67-2169H for Robert Shirts.

1995

Letter to Kerner from Lary C. Walker, Attorney for WID

- Under Breshears' contract, WID is carrying water for Kerners "consisting of 100 miners inches which you purchased out of a 1941 water right owned by the District, plus your storage rights from Crane Creek... Breshears retained a home site now owned by Huston."
 - Walker is saying the Kerners purchased 100 miners inches out of a 1941 right (presumably this is the Breshears contract) along with storage rights, However, Breshears purchased 100 miners inches out of the 1936 license 67-2169.
- Original right was to irrigate 144.64 total acres. "Part of that, however, is now owned by Huston and Bruce. We find no formal division of the...water right."
 - 144.64 ac according to whose calculations and what paperwork? 100 inches is 100 acres at 1 inch to the acre and 62.5 acres at 5/8 inch to the acre. Potentially, storage rights from Crane Creek make up the difference.
- "You have changed your operation so that approximately 9.1 acres is irrigated with Manns Creek water, leaving 90.7 irrigated acres under the Breshears' contract."
 - Breshears contract mentions Manns Creek water. There is no evidence there was a change, so the 100 inches/100 acres stands.
- "...the records show that you have...some water rights under Muir vs. Allison totaling 23.1 inches associated with this water right."
 - Can find no record of 23.1 inches or combination thereof attached to this land.
- "Our records show that under Muir v. Allison there were only 70 miners inches that was attributable to approximately that much land which is now divided by the Weiser River."
 - 70 inches corresponds to 67-5A, which the Kerners have claimed. I have not checked splits.
- "Our records indicate that under this arrangement you have been irrigating approximately 204.4 acres."
 - Where did the 204.4 come from? Probably no bearing on final decision.
- "The District has therefore made the decision that you will be assessed on 295.1 acres..."
 - Where did the 295.1 come from? Probably no bearing on final decision.
- "You may argue that your old contract is binding; however your 1941 contract is not valid because the District had no authority to sell you a water right outside of our District boundaries."
 - We have no record of District boundaries at that time. The District's license 67-2169 with a priority date of 1936 covers the Kerners' POU, so this must have been within the District's boundaries. If WID had the authority to establish a water right outside the District's boundaries, why wouldn't they have the authority to sell said water right that is outside their boundaries?

1999

Vaughn Kelley affidavit "in support of motion for summary judgment"

- Lands are not in WID boundary.
 - License 67-2169 was for this POU, so presumably at that time the lands were in the WID boundary.
- Water in A. Kelley contract would be perpetual right for transport through irrigation canal of WID. Kelley paid \$300.
- Kelley contends 1941 contract is valid and what WID proposes (new contract and assessment of contract holders same as District members) is in violation of 1941 contract.

1999

Civil No. CV98-00496

Kelley, Green, Smith Land & Livestock Co, Baker Bros and Institute Canal Co v. WID

WID (Third-Party Plaintiff) v. Kerner, Kerner & Shirts (Third-Party Defendants)

- Gives timeline of formation of WID, formation of ICC and contracts, as well as purchase of Crane Creek Reservoir water by WID
- Strengths and Weaknesses of Plaintiffs:
 - ICC
 - Since 1920 ICC has been diverting and applying water to a beneficial use from the Weiser River
 - “The problem facing the District is that the 1939 Wood decree included over 3,000 acres of non-district lands including the Plaintiffs’ lands in this litigation.”
 - “That the Institute Canal Co. and all other Plaintiffs (not being members of the Weiser Irrigation District) cannot be treated as District members as the District wants to do is illustrated in the case of Nampa & Meridian Irr. Dist. V. Briggs supra which stated: “Had the respondent’s rights under his deeds been acquired by appellant and his property been taken into the district, the contention that no preferential right could be granted in his favor and against those situated similarly to him would be sound, but his rights were not acquired by appellant, his property was not taken into the district, the water-users who are members of the appellant corporation are not situated similarly to him and the contention is not sound.”
 - This appears to strengthen the contracts. The contracts clearly state WID sold the plaintiffs/third-party defendants the water, so in this case the appellants acquired the rights.
 - Lon Baker & Jack Baker
 - Baker Bros have filed claim for 2.272 cfs with 1932 priority date, 0.360 cfs with 1957 date and 0.40 cfs with 1968 priority date.
 - 1932 is 67-10541
 - 1957 is 67-10539
 - 1968 is 67-10540

- 1932 contract said Baker/Muir could take their private irrigation water (this statement mentions that). 1977 injunction said they could not take storage or adjudicated water belonging to WID. If they can support the 1932 priority date, we can recommend that water, although not on the acreage that would have been irrigated after sprinkler addition. Anything after the 1932 the Baker Bros took out of the Galloway Canal would have been water belonging to WID or other private decreed or licensed water, so we would disallow the later Baker Bros claims. However, that additional property would most likely be covered by WID water. If Baker Bros are removing from the Weiser, the 1957 and 1968 claims would be treated as normal.
- Baker Bros sprinkled additional acreage, hence the later claims. “The land being irrigated is the same land owned by their predecessors at the time of the 1932 contract.”
 - True, Baker Bros’ predecessors owned land, but it was not irrigated in 1932. Therefore, any additional water Baker Bros have diverted from Galloway is not water that belonged to Baker/Muir in 1932 and so is WID or other private water. If Baker Bros are removing from the Weiser, the 1957 and 1968 claims would be treated as normal.
- Green and Smith Land & Livestock
 - Green’s predecessor was Ida M. Shoesmith. Shoesmith owned 185 acres of land in 1932 at which time 145 acres was being irrigated. “Over the years additional Shoesmith lands were placed under irrigation until at this time the Greens are irrigating 181 acres of the original lands.”
 - “The Smith’s predecessor owned 171 acres of land in 1932 of which 154 acres were under irrigation. Since that time additional acreage has been obtained and approximately 188 acres are now being irrigated.”
 - Shoesmith and Smith applied for a permit in 1932 and were issued a license in 1935 for “5.98 cfs (299 miner’s inches) divided by 145 miner’s inches to Shoesmith (Green predecessor) and 154 miner’s inches to Polly Smith (Smith predecessor). Since that time additional water has been diverted and applied to a beneficial use on the original Shoesmith property in the approximately amount of 36 miner’s inches and on the Smith property in the approximate amount of 34 miner’s inches. These claims have all been filed with the” SRBA.
 - 5.98 cfs is 67-2164.
 - SRBA claim 67-2164A, Smith Land and Livestock, 3.08 cfs (appears to be correctly claimed amount).

- SRBA claim 67-2164B, Ed Pollard, 5.90 cfs (will need to be cut down to bring him to his proportional share).
 - See split tree for 67-2164 for acreage found.
- “It is our position that the contract is clear that the only prohibition under the contract is the amount of water being diverted not the amount of acreage being irrigated or which could be brought under irrigation at a later date.”
 - The contract said WID delivery would not exceed 600 inches. Smith/Shoesmith licensed for 299 inches and continued to develop. This appears to be within the guidelines set forth in the contract.
- “The irrigation of the property owned by Mr. & Mrs. Green (the original property under the Shoesmith/Smith contract) has been increased by 36 acres. The diversion rate is still below the contractual amount and the lands being irrigated are the same ‘present’ lands referred to in the original 1932 contract.”
 - Diversion rate is still below 600 inches. We have no evidence for “present” lands from 1932 contract.
- “As to the Smith lands, the additional 34 acres that although adjoining the original Smith lands are not the lands references in the original 1932 contract. Even though the 1932 contract allows the diversion of approximately 300 miner’s inches by the Smith interests the District could argue that a violation has occurred. Any damage, though, would be minimal since the Smiths are still within the diversion rates allowed by the 1932 contract...”
 - It appears that, although the contract mentions Smith/Shoesmith had 320 acres of irrigable land, it does not stipulate the 600 inches may only be used on those 320 acres of irrigable land. Therefore, the Smiths/Shoesmiths and their successors in interest would not be prohibited from using the water on additional acreage. Given WID agreed to deliver 600 inches, which would amount to 1.875 miner’s inches per acre, nearly double the standard at that time even given the popularity of high water demand crops like potatoes and sugar beets, we have to assume WID and Smith/Shoesmith were accounting for future expansion of the Smith/Shoesmith holdings. However, in the SRBA when domestic rights are recommended, they are giving the limiting condition of 13,000 gpd. This condition does not mean the right-holders get 13,000 gpd. The right-holders received what has been used historically. Therefore, the license issued to Smith/Shoesmith in 1933 (67-2164) for 5.98 cfs may be the complete water right appurtenant to the land.
- Vaughn Kelley and Milton Kerner et al.

- Kelley and Kerner received similar contracts. Kelley bought 50 miner's inches and 100 ac-ft of storage water. Breshears (Kerner predecessor) bought 100 miner's inches and 200 ac-ft of storage water.
- "The District has admitted in its pleadings and other documentation that when the District was awarded the additional 6000 miner's inches of water that this included water which was to have been applied to a large number of non-district lands including the lands owned by Annie Kelley and the Breshears and that such water was not needed for irrigation of lands within the District. It was therefore surplus water not even appurtenant or dedicated to lands within the District. As case law states such waters may be transferred, sold and delivered to non-district lands without being considered as an ultra vires act."
 - We need to determine how District boundaries are established and if this has any impact on this matter. As of right now, this doesn't appear to have any impact because WID was licensed for this POU. If WID had the authority to establish a water right outside the District's boundaries, why wouldn't they have the authority to sell said water right that is outside their boundary?
- "Regarding augmentation of acreage Vaughn Kelley is irrigating the exact same acreage as defined in the original 1941 contract or 51.8 acres. He is diverting approximately 50 miner's inches and is using a measuring device for this purpose designed by the Weiser Irrigation District... In fact the contract does not restrict the acreage to be irrigated. The only restriction is the amount of water to be diverted."
 - If Kelley is using 50 inches and irrigating reasonable land as set forth in the contract, there appears to be no solution but to recommend Kelley's portion of 67-2169, which is numbered as 67-2169C. Kelley had filed 67-10319 as a duplicate of claim 67-2169C. 67-10319 is now set to disallow because we will be recommending 67-2169C.
- "The Kerners are irrigating approximately 120 acres from the Galloway Canal and are not diverting anymore (sic) than the 100 miner's inches allowed under the 1941 contract which is being measured by a measuring device of a type as specified by the District and installed at the District's request. The District is claiming that the Kerners are irrigating an additional 175 acres and have been assessing these acres in addition to the 120 acres. The additional acreage is being irrigated by direct pumping from the Weiser River and has absolutely no relationship to the Weiser irrigation District or the Galloway Canal. The 120 acres being irrigated from the Canal is the same lands as described in the 1941 contract."

- 67-4470 is the Kerner BU claim for the additional acreage. Map in file shows 2 PODs off the Weiser River. This will need a field exam to confirm. If PODs are off of the Weiser, this is not WID water, and should be treated as a regular claim.

1999

Civil No. CV98-00496 Findings

Kelley, Green, Smith Land & Livestock Co, Baker Bros and Institute Canal Co v. WID
WID (Third-Party Plaintiff) v. Kerner, Kerner & Shirts (Third-Party Defendants)

Findings

- “It is acknowledged by the parties hereto that any water rights claimed or owned by the parties are subject to the pending Snake River Adjudication Proceeding. Once such rights have been finally determined in the Snake River Adjudication Proceeding that this agreement be amended to comply therewith...”
- Findings were predominantly regarding payment of fees, not who owned water.

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 67-14352
Date Received: 10/19/1989
Receipt No:
Received By:

AMENDED

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

1. Name of Claimant(s)

GREGORY C SYME
1255 W 6TH ST
WEISER ID USA 83672

Phone: (208) 549-0774

RENATE SYME
1255 W 6TH ST
WEISER ID USA 83672

Phone: (208) 549-0774

2. Date of Priority: 08/15/1933

3. Source: WEISER RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
11N	04W	35	SW	NE	NE	WASHINGTON	

5. Description of diverting works:

GALLOWAY DAM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	10/15	0.55	

7. Total Quantity Appropriated is:
0.55 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
11N	04W	34	SE	SW	IRRIGATION	5.5
			SW	SE	IRRIGATION	17
			NE	SE	IRRIGATION	5
					Section Acres	27.5
					Total Acres	27.5

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 67-11027. DH 7/24/2002

Split claim amended per claimant inquiry & review of claim. DH 6/27/2003

15. Basis of Claim: Beneficial Use

Split for 67-11027

67-14351	67-14352	67-14353	67-14354
Green	Syme	Pollard	Phillips

Section	QQ				
4	NESE	0	0	0	3
34	SWSW	0	0	32	0
	SESW	0	5.5	33.5	0
	NESE	0	5	0	0
	SWSE	2	17	16	0

Total

**

Total Acreage:		2	27.5	81.5	3
Diversion Rate @ 0.02 per acre:	0.02	0.04	0.55	1.63	0.06

114
2.28

Original claim was for 2.30 cfs - So 0.02 cfs / 114 ac = 0.0001754 cfs per acre:

Total Diversion Rate for Splits:	0.000175	0.040	0.555	1.644	0.061
----------------------------------	----------	-------	-------	-------	-------

2.300

* 3 acres for Phillips is on N side of river, but could have been claimed incorrectly just due to the lay of the land.

* 0.02 cfs under after porportioning water @ 1" per acre. 0.000175 cfs per acre added to each claim.

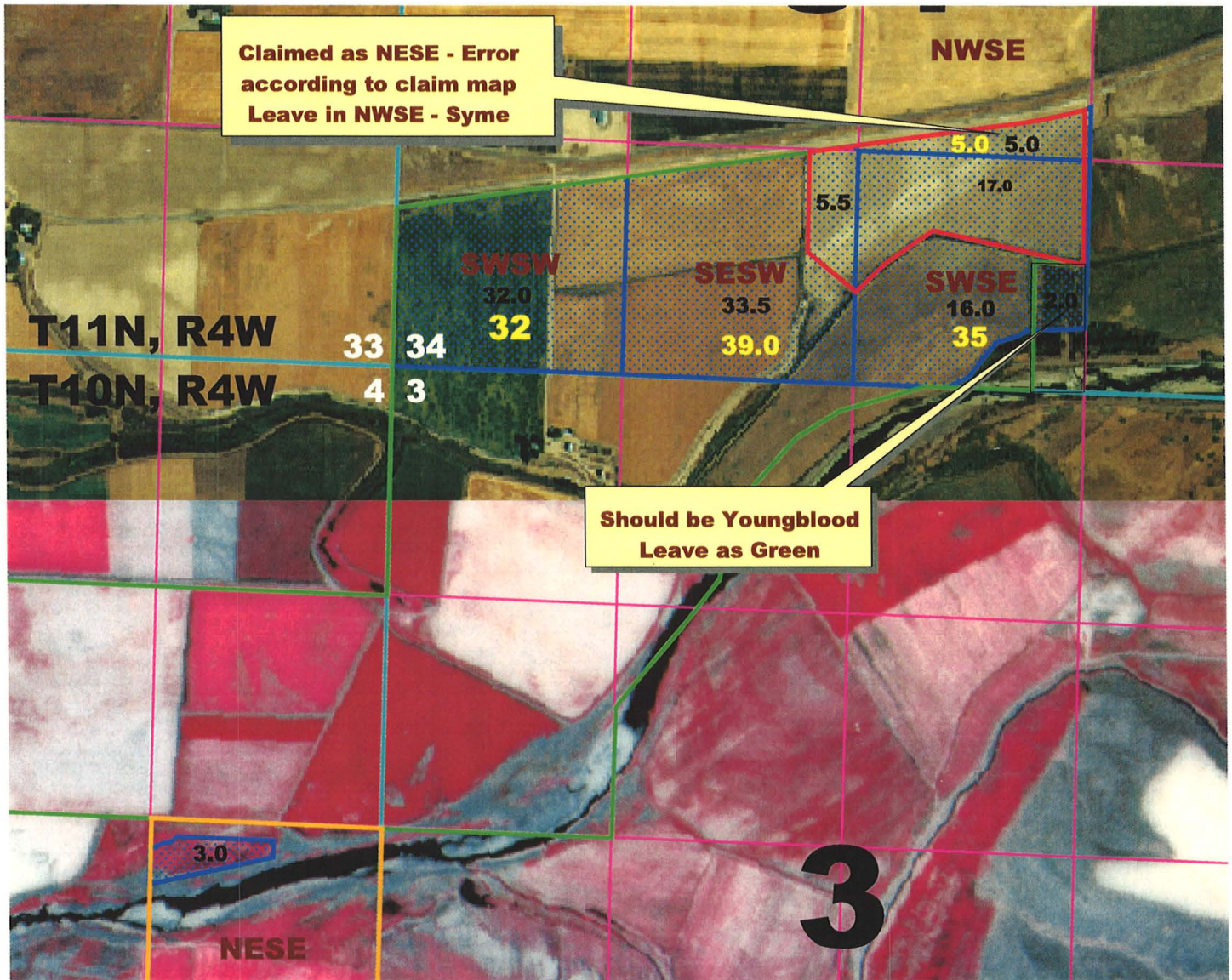
** According to original claim map, this 5 acres should have been claimed in the NWSE. Error in claim - split claim so this 5 acres is on Syme's property

"Syme" - 6.27.03
Amendments to split



State of Idaho

Split for 67-11027



1320 0 1320 Feet

- Originally Claimed POU
- Phillips Prop Bndy
- Pollard Prop Bndy
- Syme Prop Bndy
- Quarter Quarter Lines
- Section Lines

- <Text> After Split - Claimed Acreage Per Parcel
- <Text> Claimed Acreage Per QQ



Prepared By: Craig L. Saxton
Date: June 2003

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 67-14352
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1. Name of Claimant(s)

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Phone: (208) 549-0774

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1255 W 6TH ST
WEISER ID USA 83672

Phone: (208) 549-0774

2. Date of Priority: 08/15/1933

3. Source: WEISER RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
11N	04W	35	SW	NE	NE	WASHINGTON	

5. Description of diverting works:

GALLOWAY DAM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	10/15	0.44	

7. Total Quantity Appropriated is:
0.44 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
11N	04W	34	SE	SW		IRRIGATION	6
			SW	SE		IRRIGATION	16
						Section Acres	22
						Total Acres	22

11. Place of use in counties: WASHINGTON

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

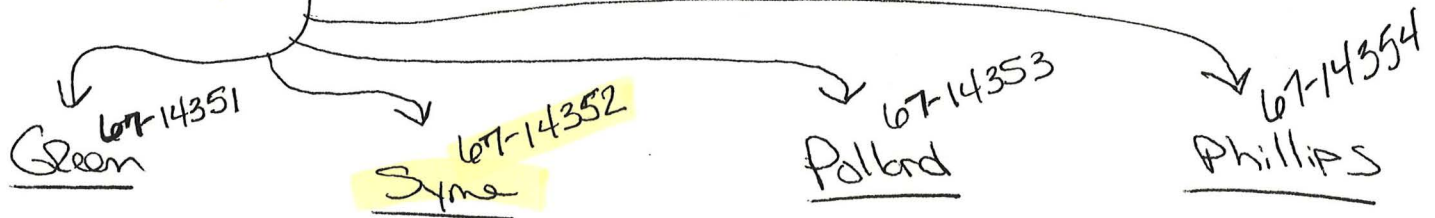
13. Other Water Rights Used:

14. Remarks:

This claim is the result of a split due to change in ownership for a portion of 67-11027. DH 7/24/2002

15. Basis of Claim: Beneficial Use

67-11027 Green 114 acres 2.3dfs = 0.02dfs



See 4 NESE $\emptyset$	$\emptyset$	$\emptyset$	3
See 34 $\emptyset$ SWSW $\nearrow$	$\emptyset$	32	$\emptyset$
SESW 2	6	31	$\emptyset$
NESE 5	$\emptyset$	$\emptyset$	$\emptyset$
SWSW 19	14	$\emptyset$	$\emptyset$
26	22	63	3
<u>.52dfs</u>	<u>0.44dfs</u>	<u>1.27dfs</u>	<u>.06dfs</u>

10/19/89

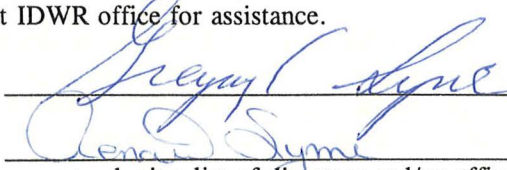
RECEIVED

MAY 23 1997

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).: A67-11027
Adjudication Claim No(s).: AJ5809NP
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 HENRY P. GREEN - ANN C. GREEN
2117 Weiser River Road, Weiser, ID 83672
4. New Owner/Claimant(s) GREGORY C. SYME - RENATE SYME, husband and wife
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
New Mailing Address 1255 W. 6th St.,
City, State and ZIP Code Weiser, ID 83672
New Telephone Number (208) 549-0774
5. Date you acquired the property May 20, 1997
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 25 Number and type of stock 25 shares Class A Stock (Crane Creek Reservoir Independent Water Users)
Diversion rate in CFS _____ Number of homes -0- 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) 
(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..

WARRANTY DEED

FOR VALUE RECEIVED, HENRY GREEN and ANN GREEN, husband wife, whose address is 2117 Weiser River Rd., the Grantor, do hereby convey and warrant unto GREG SYME and RENATA SYME, husband and wife, whose address is 1225 W. 6th St., Weiser, Idaho 83672, the Grantee, the following described premises located in Washington County, Idaho, to-wit:

A parcel of land situated within the W $\frac{1}{2}$ SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of Section 34, Township 11 North, Range 4 West, Boise Meridian, more particularly described as follows:

Beginning at the southeast corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 34, T.11N., R.4W., B.M.;

Thence N 0° 16' 49" W, a distance of 726.00 feet along the east line of said W $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence N 89° 42' 13" W, parallel to the south line of the said W $\frac{1}{2}$ SE $\frac{1}{4}$, a distance of 22.50 feet (22 feet Deed Record) to the TRUE POINT OF BEGINNING, which point is on the west right-of-way line of platted River Street of Appleton Townsite as the same is shown on the official Plat thereof on file in the office of the County Recorder of Washington County, Idaho;

Thence continuing N 89° 42' 13" W, parallel to the south line of said W $\frac{1}{2}$ SE $\frac{1}{4}$, a distance of 28.79 feet to a point on the northerly bank of the Weiser Irrigation District Canal (Galloway Canal);

Thence N 79° 31' 18" W, a distance of 848.02 feet along the northerly bank of said Canal;

Thence S 53° 48' 19" W, a distance of 337.31 feet along the northwesterly bank of said Canal;

Thence S 43° 49' 04" W, a distance of 229.25 feet along the northwesterly bank of said Canal;

Thence N 52° 20' 32" W, a distance of 354.14 feet to a point within the SW $\frac{1}{4}$ of said Section 34;

Thence N 0° 28' 33" E, a distance of 574.49 feet to a point on the southerly right-of-way line of the Union Pacific Railroad (formerly PIN Railroad);

Thence N 80°19'58"E, a distance of 1231.83 feet along the southerly right-of-way line of said Railroad to a point of curvature within said W½ SE¼;

Thence along the southerly right-of-way of said Railroad along the arc of a curve to the left, with long chord bearing N 76°07'47" E a distance of 361.11 feet to a point on the west right-of-way line of said River Street;

Thence S 0°16'49"E, parallel to the east line of said W½ SE¼, a distance of 874.03 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO all rights-of-way or easements of record or in use.

ALSO TOGETHER WITH AND SUBJECT TO a 16.00 foot wide Ingress-egress easement within the SW¼ of said Section 34, more particularly described as follows:

Beginning at the southeast corner of the W½ SE¼ of Section 34, T.11N., R.4W., B.M.;

Thence N 0°16'49"W, a distance of 726.00 feet along the east line of said W½ SE¼;

Thence N 89°42'13"W, parallel to the south line of said W½ SE¼, a distance of 51.29 to a point on the northerly bank of the Weiser Irrigation District Canal (Galloway Canal);

Thence N 79°31'18"W, a distance of 848.02 feet along the northerly bank of said Canal;

Thence S 53°48'19"W, a distance of 337.31 feet along the northwesterly bank of said Canal;

Thence S 43°49'04"W, a distance of 229.25 feet along the northwesterly bank of said Canal;

Thence N 52°20'32"W, a distance of 354.14 feet to the TRUE POINT OF BEGINNING, which point is within the SW¼ of said Section 34;

Thence N 89°42'13"W, parallel to the south line of said Section 34, a distance of 16.00 feet;

Thence N 0°28'33"E, a distance of 571.68 feet to a point on the southerly right-of-way line of the Union Pacific Railroad (formerly PIN Railroad)

Thence N 80°19'58"E, a distance of 16.25 feet along the southerly right-of-way line of said Railroad;

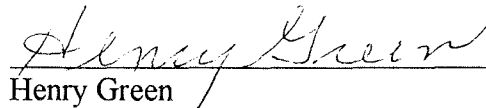
Thence S 0°28'33"W, a distance of 574.49 feet along the west line of the above described parcel of land to the TRUE POINT OF BEGINNING.

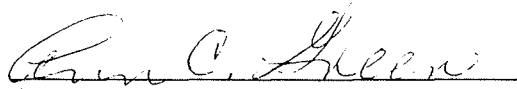
Together with any and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the property, including all existing fixtures, water rights, and ditch rights; SUBJECT TO any and all easements, rights-of-way, or restrictions of record, and the exceptions, provisions and reservations contained in patents or deeds from the United States of America, or the State of Idaho, or in other deeds of record.

TOGETHER WITH the right, under that Water Carrying Agreement recorded as Instrument No. 10644, records of Washington County, Idaho, to convey up to 15.6 miners inches of water to the property described herein, consisting of 25 acres feet storage water in Crane Creek Reservoir and subject to Grantee's obligation under said Water Carrying Agreement, to pay to Weiser Irrigation District, by the 1st of February, of each year, the sums of money required under said agreement for the lands described herein, and subject to Grantee otherwise complying with the terms and conditions of said Water Carrying Agreement.

TO HAVE AND TO HOLD the said premises, with its improvements and appurtenances unto the said Grantee, his heirs and assigns forever.

DATED this 26th day of May, 1997.


Henry Green


Ann Green

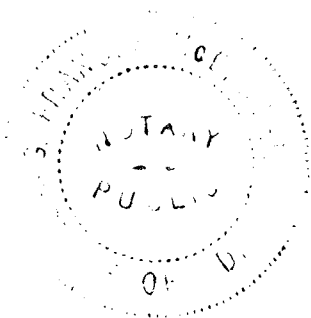
STATE OF IDAHO)

) SS:

COUNTY OF WASHINGTON)

On this, the 26th day of May, 1997, before me a Notary Public, personally appeared HENRY GREEN and ANN GREEN, husband and wife, known or identified to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

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



L. Frances McDaniel
Notary Public of Idaho
Residing at Weiser, Idaho
My Commission expires: 9/1/98

INSTRUMENT NO. 169425
STATE OF IDAHO, COUNTY OF WASHINGTON ss.
Subscribed and sworn to at the request of
WASHINGTON COUNTY TITLE
00 Min. past SIXTEEN o'clock P. on
This 20TH day of MAY 19 97
Index to: DEEDS
SHARON WIDMER, Recorder Fee: \$12.00
By Lisa McKnight Deputy

WASHINGTON COUNTY TITLE

Comp. Index
Comp. Ref.
Comp.
Compare
Comp. Ref.
Ex. Ref.
Update
Print
List

ASSIGNMENT

For value received, I/we hereby sell, assign and transfer unto GREGORY C. SYME AND/OR RENATE SYME, Twenty-five (25) shares of the Capital Stock of INDEPENDENT WATERUSERS ASSOCIATION, represented by the hereunto attached Certificate(s), and do hereby irrevocably constitute and appoint Jacqueline Le Roy _____, Attorney to transfer the said stock on the books of the within named Company with full power of substitution in the premises.

Dated May 20, 1997

Henry Green
Henry Green

Ann C. Green
Ann C. Green

Witness: D. Thomas McDaniel

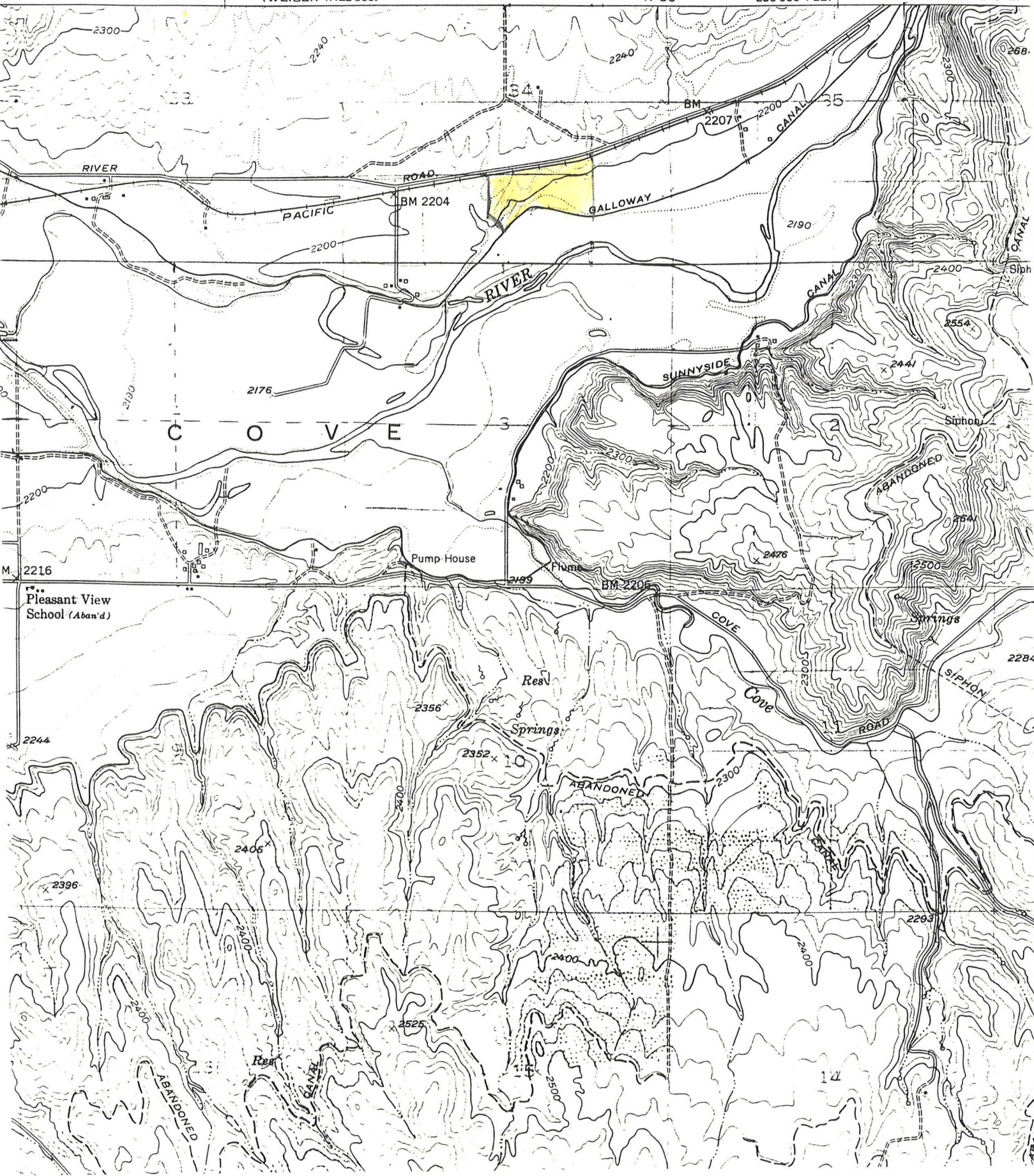
Certificates No.: 128

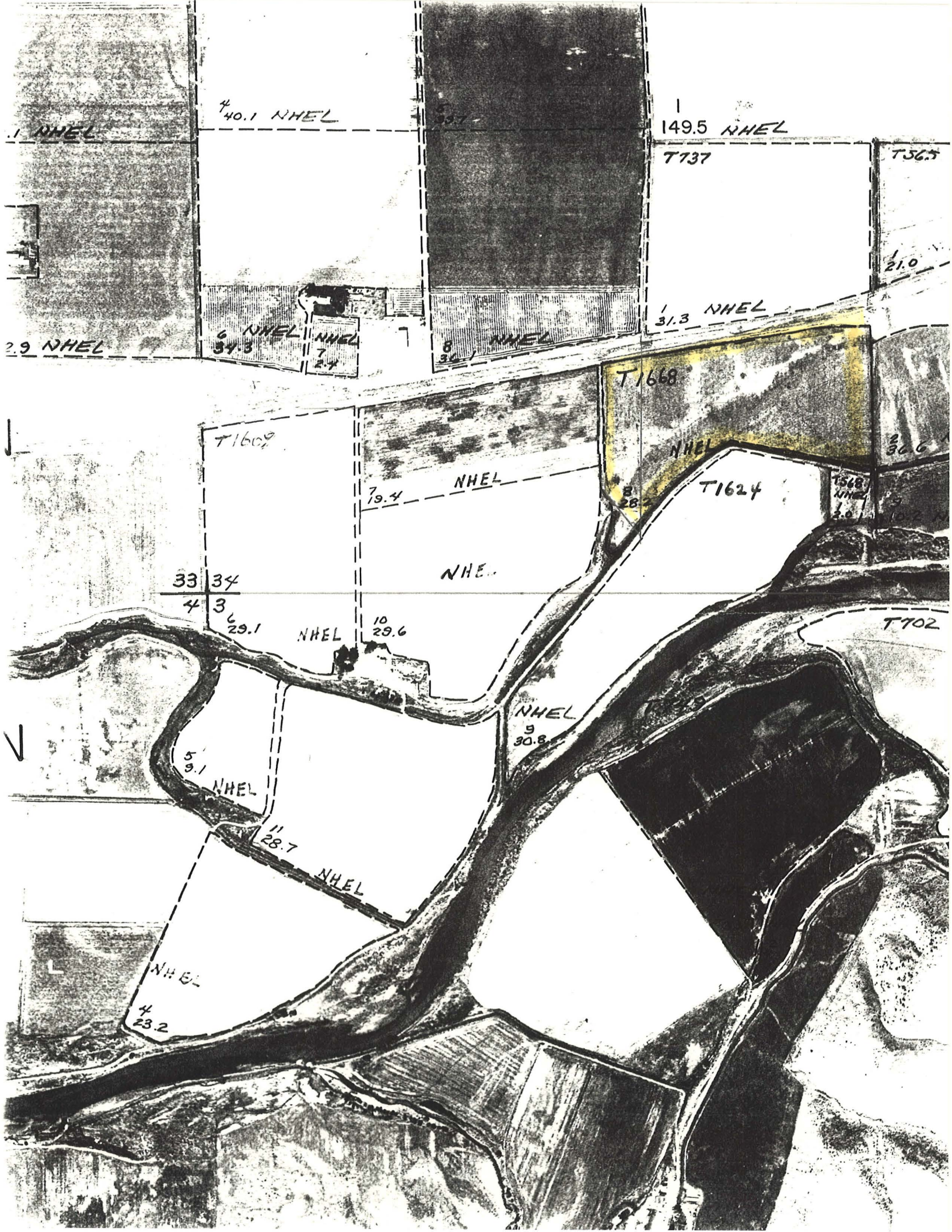
RECEIVED
MAY 23 1997
WATER RESOURCES
WESTERN REGION

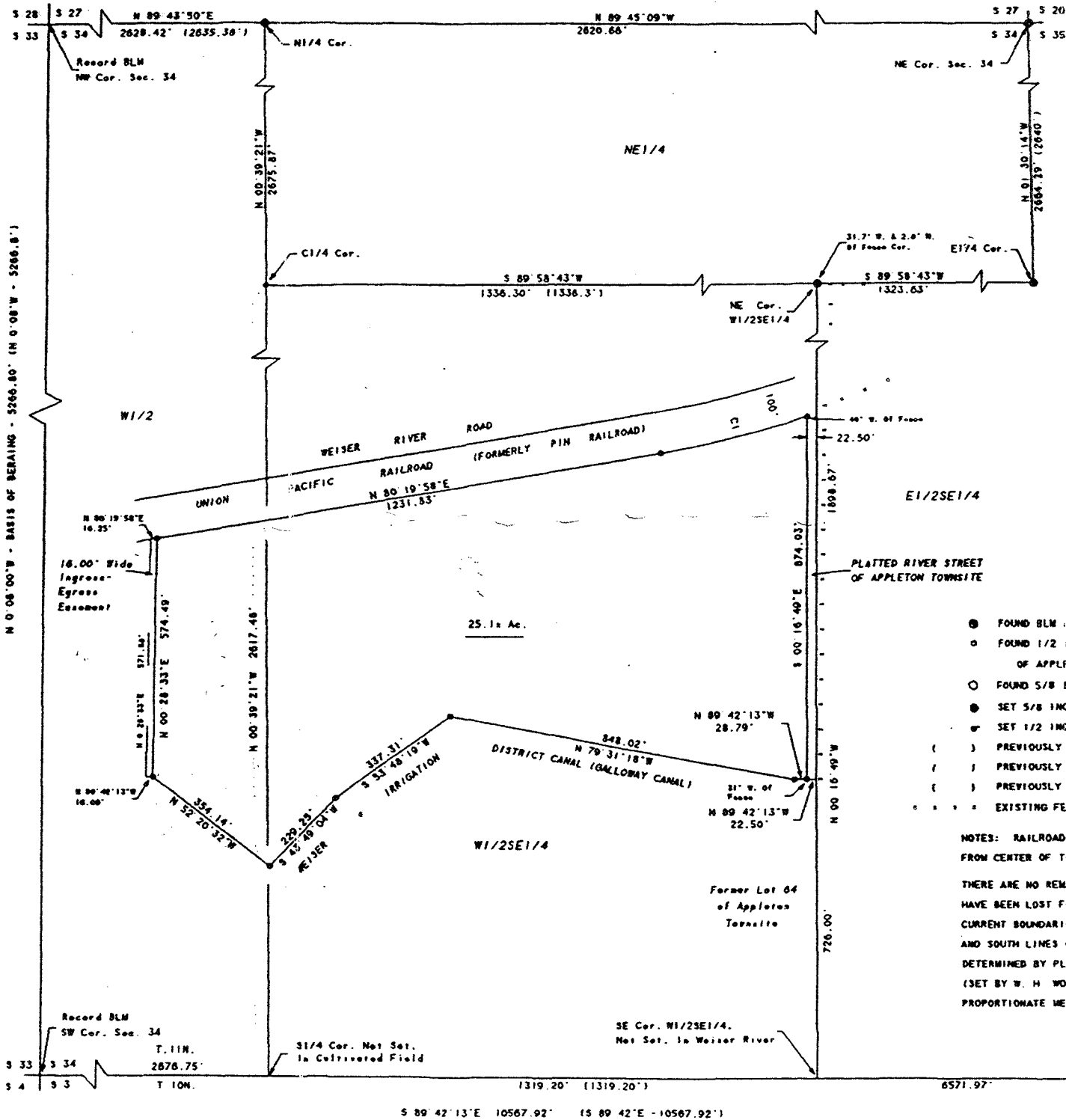
7.5



SOUTH CRANE 17 MI







SURVEY FOR

HENRY GREEN

WITHIN

1/2 OF SECTION 34, T.11N., R.4W., B.M.

CERTIFICATE OF ENGINEER/SURVEYOR

I, S. ROLAND MULLINIX, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO IN MAY OF 1997.



LEGEND

- FOUND BLM ALUMINUM PIPE W/CAP MONUMENT
- FOUND 1/2 INCH IRON PIN (CENTER OF SECTION 34, SEE PLAT OF APPLETON TOWNSITE).
- FOUND 5/8 INCH REBAR W/CAP MARKED MULLINIX 2478
- SET 5/8 INCH REBAR W/CAP MARKED MULLINIX 2478
- SET 1/2 INCH REBAR W/CAP MARKED MULLINIX 2478
- () PREVIOUSLY RECORDED - BLM
- () PREVIOUSLY RECORDED - GLO
- () PREVIOUSLY RECORDED - PLAT OF APPLETON TOWNSITE
- EXISTING FENCE

NOTES: RAILROAD TRACKS HAVE BEEN REMOVED. 50' RIGHT-OF-WAY FROM CENTER OF TRACKS DETERMINED FROM CENTER OF TRACK BED.

THERE ARE NO REMAINING GLO CORNERS WITHIN SECTION 34 - ALL HAVE BEEN LOST FROM FARMING OPERATIONS OR FALL WITHIN THE CURRENT BOUNDARIES OF THE WEISER RIVER. THEREFORE THE NORTH AND SOUTH LINES OF THE W1/2SE1/4 OF SECTION 34 ARE BEST DETERMINED BY PLATTED DISTANCES FROM THE CENTER OF SECTION 34 (SET BY W. H. WOOD, APPLETON TOWNSITE, 1910) RATHER THAN BY PROPORTIONATE MEASUREMENT.

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. _____
STATE OF IDAHO
COUNTY OF WASHINGTON

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF _____
AT _____ MINUTES PAST _____ O'CLOCK _____ M., THIS
_____ DAY OF _____, 19____, IN MY OFFICE AND
WAS DULY RECORDED IN BOOK _____ OF SURVEYS PAGE _____.

DEPUTY

EX-OFFICIO RECORDER

MULLINIX ENGINEERING, INC.
WEISER, IDAHO
MAY 6, 1997

CURVE CHORD CHORD BEARING
C 1 381.11' N 76 07'47"E

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: A67-11027
Date Received: 10/19/1989
Receipt No: C012396
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: HENRY P. GREEN 208-549-2733
Address: 2117 WEISER RIVER RD.
WEISER, ID 83672

AND

Name: ANN C. GREEN 208-549-2733
Address: 2117 WEISER RIVER RD.
WEISER, ID 83672

2. Date of Priority: AUG 15, 1933

3. Source: WEISER RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
11N	04W	35	SW	NE	NE		WASHINGTON

5. Description of diverting works:
GALLOWAY DAM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	10/15	2.300		

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

8. Total consumptive use is 399.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
10N	04W	4	NE SE		IRR	3.0
					Section Acres	3.0
11N	04W	34	SW	SW	IRR	32.0✓
			SE	SW	IRR	39.0✓
			NE	SE	IRR	5.0
			SW	SE	IRR	35.0✓
					Section Acres	111.0
					Total Acres	114.0

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:
SEE REMARKS

14. Remarks:
CRANE CREEK - 420 SHARES FILED ON BY CRANE CREEK RESERVOIR
INDEPENDENT WATER USERS CO., INC.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

June 27, 2003

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

GREGORY SYME
RENATE SYME
1255 W 6TH ST
WEISER ID 83672

Re: Original Notice of Claim to a Water Right No. 67-11027

Renumbered Notice of Claim to a Water Right No. 67-14352

Dear Claimant(s):

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.

Please note that the enclosed Notice of Claim to a Water Right is not a determination of your water right. This claim represents a split of the claim filed by a previous owner during claims taking in the Snake River Basin Adjudication (SRBA) and has not yet been verified by this Department. Water rights are established and maintained by beneficial use of water for the uses designated on this claim form dating back to the priority date listed. This claim will be investigated, verified and recommended to the SRBA Court for court decree sometime in the near future. You will be notified prior to the beginning of any verification of this water right.

Thank you for your patience, as we have had several water right changes to process. Please feel free to contact this office if you have any questions concerning your claim or this letter.

Sincerely,

Adjudication Section
Western Region

DH: dh

Enclosure

SCANNED
APR 16 2004

CONVERSATION MEMO

TO: File: 67-14351, 67-14352, 67-14353, 67-14354, 67-14355, 67-14356 & 67-14357
FROM: Denise Hatfield
DATE: June 27, 2003
SUBJECT: Ownership splits - corrections

Edward Pollard, claimant for 67-14353 & 67-14357, called on June 13th and questioned the splits previously done for the above numbers. He indicated that he should have more acres than he was originally given. We have reviewed and corrected these claims according to the information provided in the files. Amended copies were mailed to the claimants. Please refer to the notes and split information in the referenced files.

Washington County Title Co.

28 West Idaho St. Weiser, ID 83672

RECEIVED

MAY 23 1997

Title Insurance
Escrow Service

WATER RESOURCES
WESTERN REGION

(208) 549-1455
FAX (208) 549-1487

May 22, 1997

Attn: Maria
State of Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705-5082

RE: Change of Water Right Ownership
Henry P. and Ann C. Green

Dear Maria:

Cindy Stiles, of Lloyd's Agency here in Weiser, spoke to you on the phone last week in regard to this change.

We have enclosed the following:

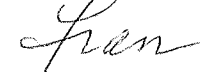
- Notice of Change
- Copy of Warranty Deed
- Copy of Stock Assignment (Crane Creek Independent Water Users)
- Copies of topographic map, ASCS aerial, and copy of survey.

I hope this is all that is necessary for you to make the split of water right.

Please call me if you have any questions - thanks for your help.

Yours truly,

WASHINGTON COUNTY TITLE CO.



G. Frances McDaniel

enc.

RECEIVED

SEP 15 2005

Department of Water Resources

ATTN: Dan Marsavage

Regarding Evidence of Priority
on water rights

If this is not adequate, Please
Let me know. My # is 208-549-0774.

Rena Syme

9/15/05

Dan

Do you need this
scanned? As so
shall I send to wet#s
67-14352 & 67-14356.

Thx
Lori

WARRANTY DEED

FOR VALUE RECEIVED, HENRY GREEN and ANN GREEN, husband wife, whose address is 2117 Weiser River Rd., the Grantor, do hereby convey and warrant unto GREG SYME and ~~RENATA~~ ^{RENATE} SYME, husband and wife, whose address is 1225 W. 6th St., Weiser, Idaho 83672, the Grantee, the following described premises located in Washington County, Idaho, to-wit:

A parcel of land situated within the W $\frac{1}{2}$ SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of Section 34, Township 11 North, Range 4 West, Boise Meridian, more particularly described as follows:

Beginning at the southeast corner of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 34, T.11N., R.4W., B.M.;

Thence N 0° 16' 49" W, a distance of 726.00 feet along the east line of said W $\frac{1}{2}$ SE $\frac{1}{4}$;

Thence N 89° 42' 13" W, parallel to the south line of the said W $\frac{1}{2}$ SE $\frac{1}{4}$, a distance of 22.50 feet (22 feet Deed Record) to the TRUE POINT OF BEGINNING, which point is on the west right-of-way line of platted River Street of Appleton Townsite as the same is shown on the official Plat thereof on file in the office of the County Recorder of Washington County, Idaho;

Thence continuing N 89° 42' 13" W, parallel to the south line of said W $\frac{1}{2}$ SE $\frac{1}{4}$, a distance of 28.79 feet to a point on the northerly bank of the Weiser Irrigation District Canal (Galloway Canal);

Thence N 79° 31' 18" W, a distance of 848.02 feet along the northerly bank of said Canal;

Thence S 53° 48' 19" W, a distance of 337.31 feet along the northwesterly bank of said Canal;

Thence S 43° 49' 04" W, a distance of 229.25 feet along the northwesterly bank of said Canal;

Thence N 52° 20' 32" W, a distance of 354.14 feet to a point within the SW $\frac{1}{4}$ of said Section 34;

Thence N 0° 28' 33" E, a distance of 574.49 feet to a point on the southerly right-of-way line of the Union Pacific Railroad (formerly PIN Railroad);

WARRANTY DEED * hf * 1

(h:\office\wpwin\contract\syms.war)

Initials



Thence N 80° 19' 58" E, a distance of 1231.83 feet along the southerly right-of-way line of said Railroad to a point of curvature within said W½ SE¼;

Thence along the southerly right-of-way of said Railroad along the arc of a curve to the left, with long chord bearing N 76° 07' 47" E a distance of 361.11 feet to a point on the west right-of-way line of said River Street;

Thence S 0° 16' 49" E, parallel to the east line of said W½ SE¼, a distance of 874.03 feet to the TRUE POINT OF BEGINNING.

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ALSO TOGETHER WITH AND SUBJECT TO a 16.00 foot wide Ingress-egress easement within the SW¼ of said Section 34, more particularly described as follows:

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Thence N 0° 16' 49" W, a distance of 726.00 feet along the east line of said W½ SE¼;

Thence N 89° 42' 13" W, parallel to the south line of said W½ SE¼, a distance of 51.29 to a point on the northerly bank of the Weiser Irrigation District Canal (Galloway Canal);

Thence N 79° 31' 18" W, a distance of 848.02 feet along the northerly bank of said Canal;

Thence S 53° 48' 19" W, a distance of 337.31 feet along the northwesterly bank of said Canal;

Thence S 43° 49' 04" W, a distance of 229.25 feet along the northwesterly bank of said Canal;

Thence N 52° 20' 32" W, a distance of 354.14 feet to the TRUE POINT OF BEGINNING, which point is within the SW¼ of said Section 34;

Thence N 89° 42' 13" W, parallel to the south line of said Section 34, a distance of 16.00 feet;

Thence N 0° 28' 33" E, a distance of 571.68 feet to a point on the southerly right-of-way line of the Union Pacific Railroad (formerly PIN Railroad)

Thence N 80° 19' 58" E, a distance of 16.25 feet along the southerly right-of-way line of said Railroad;

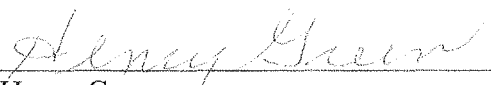
Thence S 0° 28' 33" W, a distance of 574.49 feet along the west line of the above described parcel of land to the TRUE POINT OF BEGINNING.

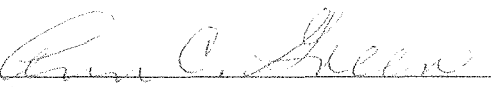
Together with any and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the property, including all existing fixtures, water rights, and ditch rights; SUBJECT TO any and all easements, rights-of-way, or restrictions of record, and the exceptions, provisions and reservations contained in patents or deeds from the United States of America, or the State of Idaho, or in other deeds of record.

TOGETHER WITH the right, under that Water Carrying Agreement recorded as Instrument No. 10644, records of Washington County, Idaho, to convey up to 15.6 miners inches of water to the property described herein, consisting of 25 acres feet storage water in Crane Creek Reservoir and subject to Grantee's obligation under said Water Carrying Agreement, to pay to Weiser Irrigation District, by the 1st of February, of each year, the sums of money required under said agreement for the lands described herein, and subject to Grantee otherwise complying with the terms and conditions of said Water Carrying Agreement.

TO HAVE AND TO HOLD the said premises, with its improvements and appurtenances unto the said Grantee, his heirs and assigns forever.

DATED this 26th day of May, 1997.


Henry Green


Ann Green

This deed is being rerecoded to correct a scrivener's error in the spelling of grantee, Renate Syme's name.



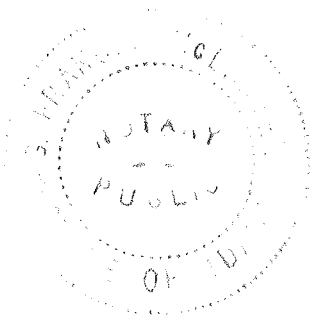
STATE OF IDAHO)

COUNTY OF WASHINGTON)

SS:

On this, the 20th day of May, 1997, before me a Notary Public, personally appeared HENRY GREEN and ANN GREEN, husband and wife, known or identified to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

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



D. Lawrence McConnell
Notary Public of Idaho
Residing at Weiser, Idaho
My Commission expires: 9/1/98

INSTRUMENT NO. 169425
STATE OF IDAHO, COUNTY OF WASHINGTON ss,
Filed for record at the request of
WASHINGTON COUNTY TITLE
00 Min. past SIXTEEN o'clock P. M.
This 20TH day of MAY 19 97
Index to: DEEDS
SHARON WIDNER, Recorder Fee: \$12.00
By Jessie McKnight Deputy

Comp. Index
Comp. Rel.
Film
Compare
Card Rel.
Bk. Rel.
Up-date
Return
Copy

WASHINGTON COUNTY TITLE

INSTRUMENT NO. 177254
STATE OF IDAHO, COUNTY OF WASHINGTON ss,
Filed for record at the request of
WASHINGTON COUNTY TITLE
30 Min. past FOURTEEN o'clock P. M.
This 10TH day of AUGUST 19 99
Index to: DEEDS
SHARON WIDNER, Recorder Fee: \$12.00
By Jessie McKnight Deputy

Comp. Index
Comp. Rel.
Film
Compare
Card Rel.
Bk. Rel.
Up-date
Return
Copy

WASHINGTON COUNTY TITLE

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

AMENDED

Ident. Number 67-14352
Date Received: 10/19/1989
Receipt No:
Received By:

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

1. Name of Claimant(s)

GREGORY C SYME
1255 W 6TH ST
WEISER ID USA 83672

Phone: (208) 549-0774

RENATE SYME
1255 W 6TH ST
WEISER ID USA 83672

Phone: (208) 549-0774

2. Date of Priority: 08/15/1933

3. Source: WEISER RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
11N	04W	35	SW	NE	NE	WASHINGTON	

5. Description of diverting works:

GALLOWAY DAM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	10/15	0.55	

7. Total Quantity Appropriated is:
0.55 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
11N	04W	34	SE	SW		IRRIGATION	5.5
			SW	SE		IRRIGATION	17
			NE	SE		IRRIGATION	5
						Section Acres	27.5
						Total Acres	27.5

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 67-11027. DH 7/24/2002

Split claim amended per claimant inquiry & review of claim. DH 6/27/2003

15. Basis of Claim: Beneficial Use

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

AMENDED

Ident. Number 67-14356
Date Received: 10/9/1996
Receipt No:
Received By:

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

1. Name of Claimant(s)

GREGORY C SYME
1255 W 6TH ST
WEISER ID USA 83672

Phone: (208) 549-0774

RENATE SYME
1255 W 6TH ST
WEISER ID USA 83672

Phone: (208) 549-0774

2. Date of Priority: 12/18/1936

3. Source: WEISER RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
11N	04W	35	SE	NE	NE	WASHINGTON	

5. Description of diverting works:

GALLOWAY DAM, CANAL & DITCHES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	03/15	11/15	0.55	

7. Total Quantity Appropriated is:
0.55 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
11N	04W	34	SE	SW	IRRIGATION	5.5
			NE	SE	IRRIGATION	5
			SW	SE	IRRIGATION	17
					Section Acres	27.5
					Total Acres	27.5

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 67-2169D. DH 7/25/2002

Split claim amended per claimant inquiry & review of claim. DH 6/27/2003

15. Basis of Claim: Decreed

Nº 144

CLASS **A** STOCK

25 Shares

CRANE CREEK RESERVOIR INDEPENDENT WATER USERS COMPANY

"This Stock Is Assessable"

Par Value \$-20.00

This certifies that GREGORY C. SYME AND/OR RENATE SYME is the owner of

25 shares of the Class A capital stock of

CRANE CREEK RESERVOIR INDEPENDENT WATER USERS COMPANY

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 29th day of

May A.D. 1997

Jacqueline J. Gray Secretary

M. MacKinnon President

"Each share of stock in this corporation shall entitle the owner thereof to one (1) acre foot of storage for each share of stock subject to the limitation contained in Section 2 of Article III of the Articles of Incorporation."

103-608

WATER CARRYING AGREEMENT

THIS AGREEMENT, Made and entered into this 2nd day of September 1928, at Weiser, Idaho, by and between:

THE WEISER IRRIGATION DISTRICT, a quasi-municipal corporation, organized and existing under and by virtue of the laws of the State of Idaho, with its main office and principal place of business at Weiser, Idaho, PARTY OF THE FIRST PART,

and

HENRY GREEN, of the County of Washington, State of Idaho, PARTY OF THE SECOND PART;

WITNESSETH, WHEREAS: The party of the second part is the owner of seventy-eight (78) acres of land, located outside the external boundaries of the party of the first part but in sufficiently close proximity to the canal owned by the party of the first part and used by it for delivery of water to its patrons within its corporate boundaries so that the lands of the party of the second part can be irrigated therefrom;

AND WHEREAS: The party of the second part is the owner of Four Hundred Twenty (420) acre feet of storage water in Crane Creek Reservoir, which can be used for the irrigation of the lands belonging to the party of the second part;

AND WHEREAS: The party of the first part has sufficient additional carrying capacity in its canal, to-wit: the Galloway Ditch, to accommodate an additional Fifty (50) miner's inches of flow at any given time in that portion of its canal lying between its main point of diversion of the Weiser River at the Galloway Dam and the point of diversion for waters to be diverted and applied to the lands of the party of the second part; and it is the desire of the parties hereto to provide for the use of Fifty (50) miner's inches of the capacity of the canal of the party of the first part to carry said water so owned by the party of the second part, to his said lands.

NOW, THEREFORE, in order to accomplish the aforesaid purposes, it is mutually covenanted and agreed between the parties hereto as follows:

I.

The party of the second part is hereby granted the right to deliver Fifty (50) miner's inches of water through the canal of the party of the first

part to the lands of the party of the second part, consisting of seven and eight (7 $\frac{1}{2}$) acres of the storage water owned by the party of the second part in Crane Creek Reservoir by application of five-eighths (5/8) of a miner's inch to the acre of land hereinafter more particularly described, at a rate not to exceed fifty (50) miner's inches rate of flow during the irrigation season; and the party of the second part shall have the right to divert the same from the canal of the party of the first part and apply the same to beneficial use upon the lands of the party of the second part, hereinafter more particularly described.

The right herein given is subject to the condition that the party of the second part pay to the party of the first part, no later than the first day of February of each year, the sum of money equal to the operation and maintenance charge that is levied by the party of the first part on a per acre basis against lands belonging to the patrons of the party of the first part within its corporate boundaries; and, for failure to pay said sum, at the time the same shall become due, the party of the first part, in addition to all other remedies available to it and without prejudice to its right to collect the same, may, at its option, refuse to deliver any further water to the party of the second part in the year in which said default occurs and any subsequent year so long as said sum has not been paid.

As a further condition to the rights herein granted to the party of the first part by the party of the second part, the party of the second part covenants and agrees that, prior to delivery of any water, pursuant to this agreement, in the year 1975, the party of the second part will install, at his own expense, an accurate measuring device at his point of diversion, approved by the State of Idaho Department of Water Administration, to the end and purpose that the total volume of water removed by the party of the second part can readily be ascertained and read and that the rate of flow at any given time can be determined therefrom.

II.

It is mutually covenanted and agreed that, if in any given irrigation season, the party of the second part exhausts and totally consumes all

of the storage water to which he is entitled in Crane Creek Reservoir, the party of the first part may, through its agent and employees, cause said flow of water from its canal to the lands of the party of the second part to be shut off for the remainder of said season.

III.

In the event of breach of this agreement by the party of the second part, the party of the first part may, at its option, in addition to all other remedies herein provided for and provided by law, terminate this agreement, in which case the same shall be of no further force or effect.

IV.

The lands intended to be irrigated, belonging to the party of the second part, provided for in this agreement, are located in the County of Washington, State of Idaho, more particularly described as follows, to-wit:

Seventy-eight (78) acres situated within and being a portion of the $S\frac{1}{2}SW\frac{1}{4}$ and $SW\frac{1}{4}SE\frac{1}{4}$ of Section 34, Township 11 North, Range 4 West of the Boise Meridian.

V.

Unless terminated by breach, default, mutual consent of the parties or nonuser, this agreement shall be a covenant running with the above-described land.

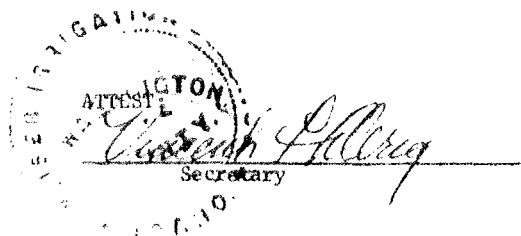
IN WITNESS WHEREOF the party of the first part, by resolution of its Board of Directors, has caused this instrument to be executed and its corporate seal to be hereunto affixed, the day and year first above written; and the party of the second part has hereunto set his hand and seal the day and year first above written.

WEISER IRRIGATION DISTRICT

By Ernest J. Adams
Chairman

PARTY OF THE FIRST PART

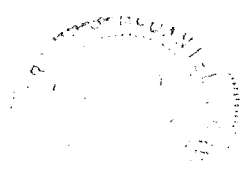
Henry Green
PARTY OF THE SECOND PART



STATE OF IDAHO)
(ss.
County of Washington)

On this 3rd day of September, 1975, before me the undersigned,
a Notary Public in and for said State, personally appeared ERVEN FALCONER
and VINCENT F. DERIG to me personally known to be the Chairman and Secretary,
respectively, of WEISER IRRIGATION DISTRICT, the corporation executing the
within instrument, and acknowledged to me that said corporation executed the
same.

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



A. Frances McDaniel
Notary Public for Idaho
Residing at Weiser, Idaho

STATE OF IDAHO)
(ss.
County of Washington)

On this 20 day of June, 1975, before me the undersigned,
a Notary Public in and for said State, personally appeared HENRY GREEN, known
to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

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



Michael B. Sweet
Notary Public for Idaho
Residing at Weiser, Idaho

WATER CARRYING AGREEMENT
WEISER IRRIGATION DISTRICT

AND

HENRY GREEN

Dated: September 1, 1975
106400
COUNTY OF WASHINGTON
at the request of

Washington County Title Co.
52 and east 10:00
etc. day of March 1975
Misc. PG. 88
Recorder Fee \$1.00
Weiser, Idaho

Page Water Carrying Agreement

Washington County Title Co.



AJ5809NP

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/07/97

No. A67-021648

PAGE: 1

THIS REPORT IS A SUMMARY OF THE INFORMATION PROVIDED BY THE CLAIMANT AND IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION. IT IS THE RESPONSIBILITY OF THE CLAIMANT TO VERIFY THE INFORMATION AND TO OBTAIN NECESSARY PERMITS AND LICENSES FROM THE IDAHO DEPARTMENT OF WATER RESOURCES.

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	HENRY P GREEN	08/15/1933	IRRIGATION	03-15 11-15	5.90 CFS	
C	ANN C GREEN					
	2117 WEISER RIVER RD					
	WEISER ID 83672					
	(208) 549-2733					
				TOTAL DIVERSION:	5.90 CFS	

Water Source: WEISER RIVER

Tributary to: SNAKE RIVER

Stage: LICENSE

Point(s) of Diversion:

T11N R04W S35

SWNE

WASHINGTON County

Place of Use Legal Description for: IRRIGATION

NE				NW				SW				SE				
NESE	NWSE	SWSE	SESE	NESE	NWSE	SWSE	SESE	NESE	NWSE	SWSE	SESE	NESE	NWSE	SWSE	SESE	
Y	R	S	;	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	;
: 03-27 04-40 31 03 :																
: 40 40 :																
: 101.0																
: 80.0																
TOTAL ACRES 181.0																

POU County: WASHINGTON

Other Rights: SEE REMARKS

Remarks: GEN OTHER WATER RIGHT USED:
CRANE CREEK - 410 SHARES FILED ON BY CRANE CREEK RESERVOIR
INDEPENDENT WATER USERS CO., INC.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag: C

A15809NP

No. A67-D21690

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/07/97

PAGE: 2

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	HENRY GREEN	12/18/1936	IRRIGATION	03-15 11-15	2.22 CFS	
C	ANN C GREEN					
	2117 WEISER RIVER RD			TOTAL DIVERSION:	2.22 CFS	
	WEISER ID 836725325					
	(208) 549-2733					

Water Source: WEISER RIVER

Tributary to: SHAKE RIVER

Stage: DECREASED

Point(s) of Divergence:

711W RD4W S35

SENESE

WASHINGTON COUNTY

Place of Use Legal Description for: IRRIGATION

[illegible]

POL COUNTY: WASHINGTON

Other Rights: GRAM CREEK RESERVOIR - 420 SHARES.

Date:	Exam Made Date:	Verified Date:	Objection Filed Date:
Misc:	Water District Number: 67	Field Inspection Flag:	
		Presumption Flag:	

AJ5209NP

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/07/97

No. A67-11027

PAGE: 3

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	HENRY P GREEN	08/15/1933	IRRIGATION	03-15 10-15	2.30 CFS	
C	ANN C GREEN					
	2117 WEISER RIVER RD					
	WEISER ID 83672					
	(200) 549-2733					
TOTAL DIVERSION:					2.30 CFS	
CONSUMPTIVE USE:						399.00 AFA

Water Source: WEISER RIVER

Tributary to: SNAKE RIVER

Scope: BENEFICIAL USE

Point(s) of Diversion:

T11N R04W E35

SENE

WASHINGTON County

Place of Use Legal Description for: IRRIGATION

NE				NW				SW				SE				
NESE	NWSE	SWSE	SESE	NESE	NWSE	SWSE	SESE	NESE	NWSE	SWSE	SESE	NESE	NWSE	SWSE	SESE	SUM
LT	AC	LT	AC	LT	AC	LT	AC	LT	AC	LT	AC	LT	AC	LT	AC	
10N	04W	4										03				3.0
11N	04W	34						32	39	05		35				111.0
TOTAL ACRES															114.0	

POU County: WASHINGTON

Other Rights: SEE REMARKS

Remarks: GEN CRANE CREEK - 420 SHARES FILED ON BY CRANE CREEK RESERVOIR
INDEPENDENT WATER USERS CO., INC.

Setback Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag: