



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

December 7, 2006

JAMES E. RISCH
Governor

KARL J. DREHER
Director

KERMIT AND JOANA WIGGINS
C/O LARY WALKER
WALKER LAW OFFICE
PO BOX 828
WEISER ID 83672

RE: NOTICE OF ERROR RESPONSES

Ladies and Gentlemen:

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

67-4542:

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

Page 2
Wiggins
12/12/2006

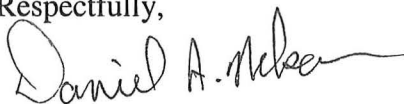
67-14585, 67-14587, and 67-14591:

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

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

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

Respectfully,



Daniel A. Nelson
Sr. Water Right Agent

Memorandum

Date: March 14, 2002

From: Craig L. Saxton

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

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

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

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

67-07704

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED
SEP 13 1999
WATER RESOURCES
WESTERN REGION

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

1. Water Right No(s): 67-07704
Adjudication Claim No(s): _____
2. The following REQUIRED information must be submitted with this form:

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Kermit & Joana Wiggins
3460 Rush Creek Rd
Cambridge, Idaho 83610
4. New Owner/Claimant(s) Brett Newbold
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address Cambridge, Idaho 83610
City, State and ZIP Code _____
New Telephone Number () _____
5. Date you acquired the property June 3, 1999
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner _____ Date _____
or Claimant(s) _____ Date _____
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

RECEIVED

SEP 13 1999

WATER RESOURCES
WESTERN REGION

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

RE: Permit No. 67-07704

Dear Sirs:

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

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

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

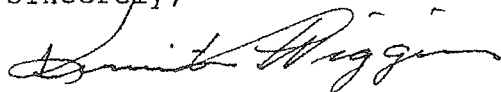
The form you sent me (form 42-2481/42 1409 (6) looks to me like it should be filled out by Mr. Newbold.

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

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

Thank you for your cooperation.

Sincerely,



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



Enclosures

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

Incomplete forms will be returned.

RECEIVED
SEP 13 1999
WATER RESOURCES
WESTERN REGION

RECEIVED
JUL 08 2002
WATER RESOURCES
WESTERN REGION

1. Water Right No(s):

OK
67-07704, 67-4514, 67-8723 *6-8-05*

Adjudication Claim No(s):

2. The following REQUIRED information must be submitted with this form:

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

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

3. Name and Address of Former
Owner/Claimant

Kermit S. Joana Wiggins
3460 Rush Creek Rd
Cambridge, Idaho 83610

4. New Owner/Claimant(s)

Brett Newbold

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

New Mailing Address

Cambridge, Idaho 83610

City, State and ZIP Code

3488 Ward Rd.

New Telephone Number

(208) 257-3866

5. Date you acquired the property

June 3, 1999

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

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

Diversion rate in CFS _____ Number of homes _____ Other uses _____

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner
or Claimant(s)

[Signature]

Date

7/08/02

Date

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

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

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

WARRANTY DEED

For Value Received

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

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

BRETT NEWBOLD, a single person

the grantee, whose current address is

3471 RUSH CREEK ROAD, WEISER, ID 83672

the following described premises, in WASHINGTON

County Idaho, to-wit:

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

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

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

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

SUBJECT TO County Road along the West boundary.

GRANTOR RESERVES INGRESS-EGRESS TO MAINTAIN EXISTING PIPELINE.

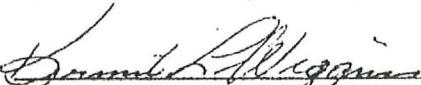
Together with all water, water rights, ditches and ditch rights appurtenant thereto and
in anywise belonging.

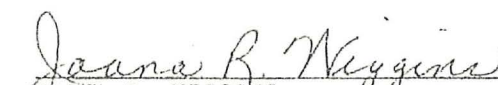
Subject to all valid outstanding reservations, easements, rights-of-way, restrictions,
dedications, mineral leases, mineral reservations and mineral conveyances of record.

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

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

Dated: JUNE 3, 1999


KERMIT L. WIGGINS


JOANA R. WIGGINS

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

STATE OF IDAHO, COUNTY OF
I hereby certify that this Instrument was filed for record at the
request of

INSTRUM



COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT



ID# 46714

Cambridge, Idaho 5/26, 1999

1. REAL ESTATE OFFICES:

Listing Agency Wilson Realty

Selling Agency Wilson Realty

Listing Agent Name Wilbur Stepp

Selling Agent Name Wilbur Stepp

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

Phone # (Office) _____ (Home) _____

2. REPRESENTATION CONFIRMATION:

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

Listing broker acted as a(n) Limited Dual Agent For the buyer.

Selling broker acted as a(n) Limited Dual Agent For the buyer.

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

Listing broker acted as a(n) Limited Dual Agent For the Seller.

Selling broker acted as a(n) Limited Dual Agent For the Seller.

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

3. BUYER: Brett Newbold

(hereinafter called "Buyer") agrees

to purchase and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "Property."

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

on Ward Road

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

Attached

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

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

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

6. EARNEST MONEY:

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

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

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

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

Other items specifically included in this sale: Domestic Well, 3 wheel lives 1/4 mile hand lines

Items specifically excluded in this sale: N/A

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

Buyer would like seller to smooth rough edges on the ground seller had been working on.

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

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

10. TITLE INSURANCE: Seller

to pay for a standard Owner's or Purchaser's Title Policy

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

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

143 Buyer Signature <u>[Signature]</u>	Buyer Signature _____
144 Buyer (Print Name) <u>Brett Newbold</u>	Buyer (Print Name) _____
145 Date <u>5/26/99</u> Time <u>3:30 pm</u> Phone # <u>257-3866</u>	Date _____ Time _____ Phone # _____
146 Address <u>3431 Rush Creek Rd</u>	Address _____
147 City <u>Cambridge</u> State <u>Idaho</u> Zip <u>83600</u>	City _____ State _____ Zip _____

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

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

151 ☐ SEE ATTACHED COUNTER OFFER(S)

IN WASHINGTON COUNTY, IDAHO:

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

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

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

SECTION 10: NE1/4NE1/4.

SUBJECT TO County Road along the West boundary.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

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

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

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

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

CHICAGO TITLE INSURANCE COMPANY

By:

Richard L. Polla
President.

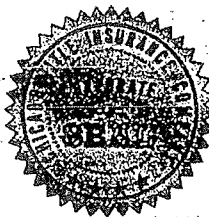
ATTEST:

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

Thomas J. Adams
Secretary.

DUPLICATE

Authorized Signatory



COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

File Number: 100-99-7066

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

2. Policy or Policies to be issued:

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

Proposed Insured: BRETT NEWBOLD

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

Proposed Insured:
(ENDORSEMENTS:)

C.	()	Amount	\$
		Premium	\$

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

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

FEE SIMPLE

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

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

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

IN WASHINGTON COUNTY, IDAHO:

SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

FILE NO.:100-99-7066

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

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

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

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

SUBJECT TO County Road along the West boundary.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 1

File Number: 100-99-7066

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

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

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

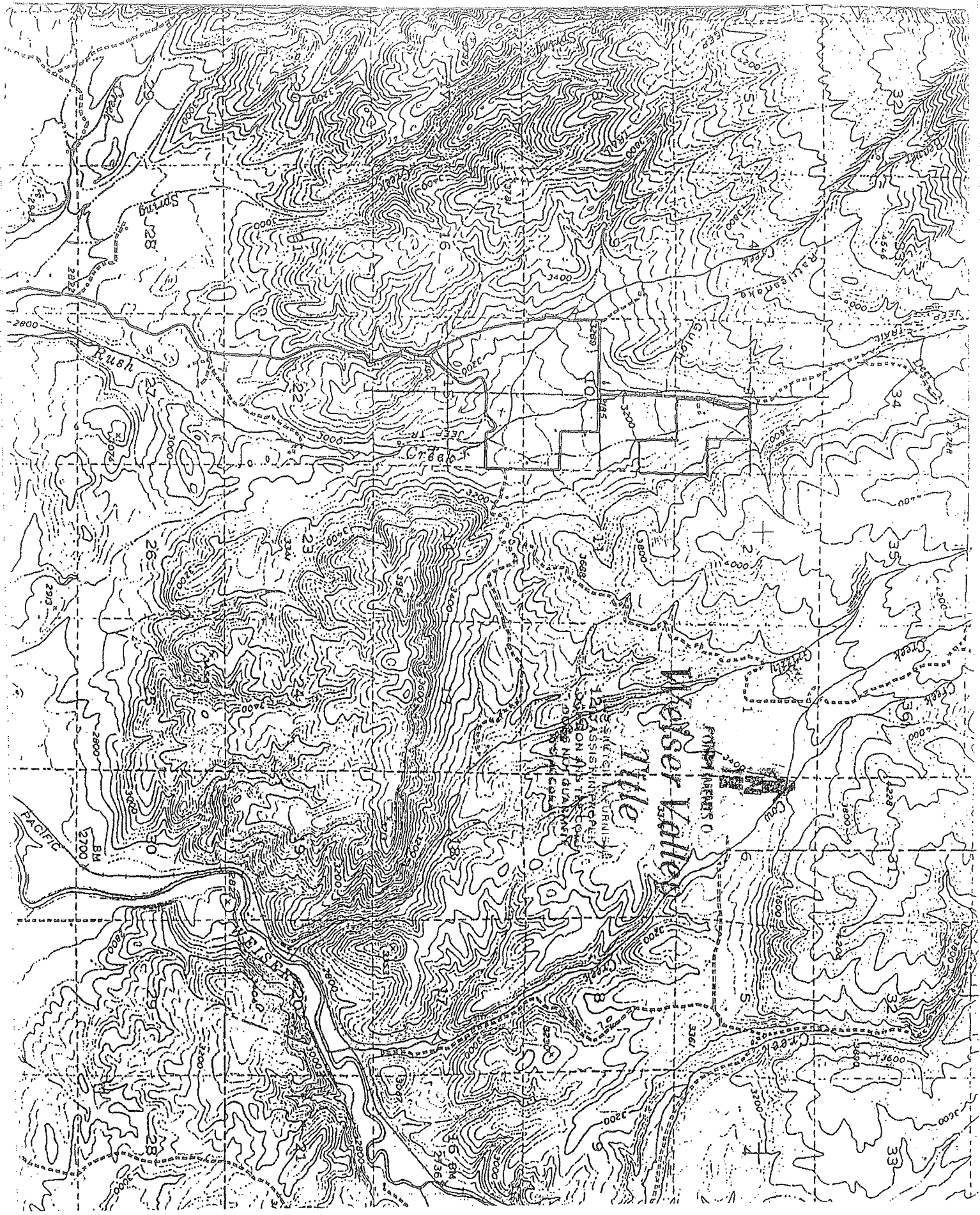
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 2

File Number: 100-99-7066

Special Exceptions:

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



EX A

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

IRRIGATION PIPELINE AGREEMENT

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

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

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

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

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

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

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

1. Extension of Pipeline No. 2

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

Irrigation Pipeline Agreement
Page 2

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

2. Construction Standards for Extension of Pipeline No. 2

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

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

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

4. Easement for Maintenance of Pipeline No. 1

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

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

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

6. Existing Water Rights

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

Irrigation Pipeline Agreement
Page 3

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

7. Performance Bond

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

8. Consolidation of the Newbolds and Brett Newbold Water Rights

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

9. Cooperation By Parties

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

10. Further Documentation

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

11. Binding On Heirs and Assigns

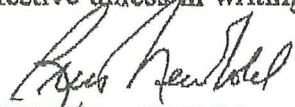
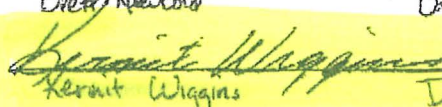
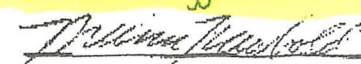
The Parties agree that the terms and conditions of this Agreement shall be binding on the Parties and their heirs and assigns.

12. Complete Agreement

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

Exhibit A - Property of Brett Newbold

Exhibit B - Property of Melvin and Bess Newbold


Brett Newbold _____ Date _____

Kermit Wiggins _____ Date _____

Melvin Newbold _____ 10/22/01
M.N.B. M.J.N.

11/14/2006

NOTICE OF ERROR
REPLY

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

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

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

Water right number: 67-14585

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

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

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source): *The amount of water associated with this water right and irrigated lands I sold Brett Newbold the Gary Farrens Property and the original water rights with that property, not water rights to my other property*
2. Describe the changes you wish to make in the proposed recommendation: *When land was sold to Brett Newbold water right 67-14586 remained with water right 67-14585 for a total flow of .40 cfs. I built a pond 67-04514 and retained all land + water rights after the sale*
3. Give a brief explanation as to why you disagree with these portions: *A meeting was had with John Westra at the Department & the appropriate papers were filed to reflect this change.*

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

DATE: 11-28-06 SIGNATURE: Kermit L Wiggins

Please print your name: _____

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

SCANNED
DEC 08 2006

11/14/2006

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

RIGHT NUMBER: 67-14585

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

JOANA R WIGGINS
PO BOX 86
CAMBRIDGE ID 83610-0086

SOURCE: RUSH CREEK

TRIBUTARY: WEISER RIVER

QUANTITY: 0.150 CFS
30.80 AFY

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

PRIORITY DATE: 05/01/1922

POINT OF DIVERSION:
T15N R03W S3 SWNE Within WASHINGTON County
T15N R03W S10 NWSE Injection Within WASHINGTON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 10/31	0.150 CFS 30.80 AFY

PLACE OF USE: IRRIGATION in WASHINGTON County

T15N R03W S10	NESW	28.00	T15N R03W S10	NWSE	32.00
T15N R03W S10	SWSE	40.00			
100 ACRES TOTAL					

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

This right is limited to the irrigation of 7.7 acres within the place of use described above in a single irrigation season.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

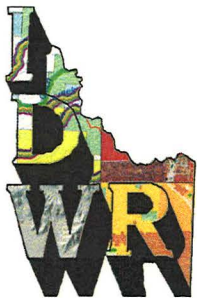
Approval of this transfer in no way grants any right-of-way or easement for use of a delivery system owned by person(s) other than the right owner.

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

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

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

SCANNED
DEC 08 2006



Idaho Department of Water Resources

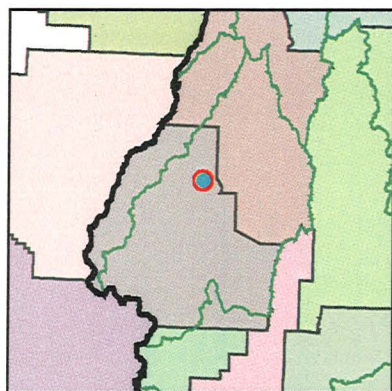
SRBA Recommendation:

67-14585

(Irrigation)

Legend

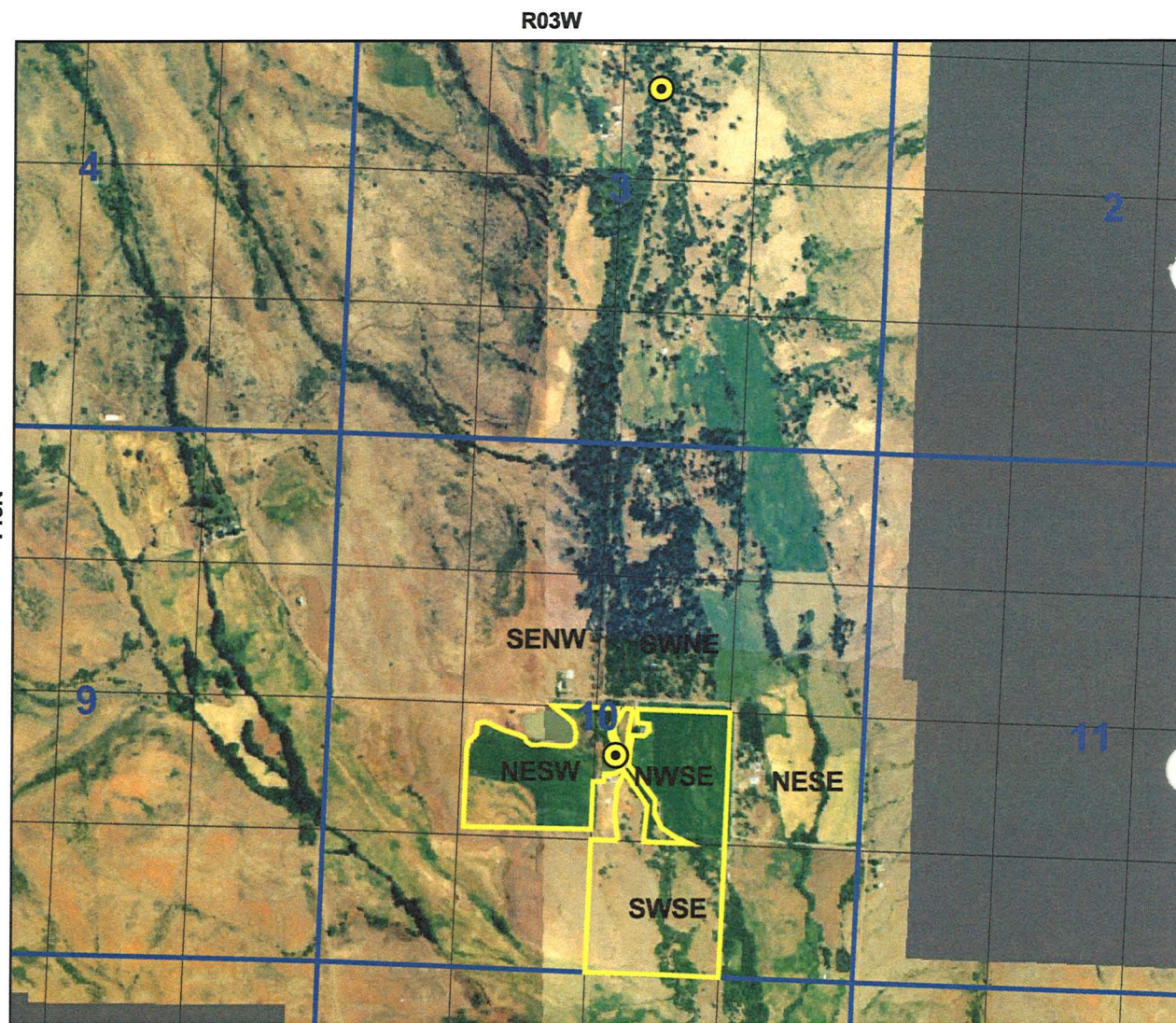
-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Washington County
IDWR Basin 67

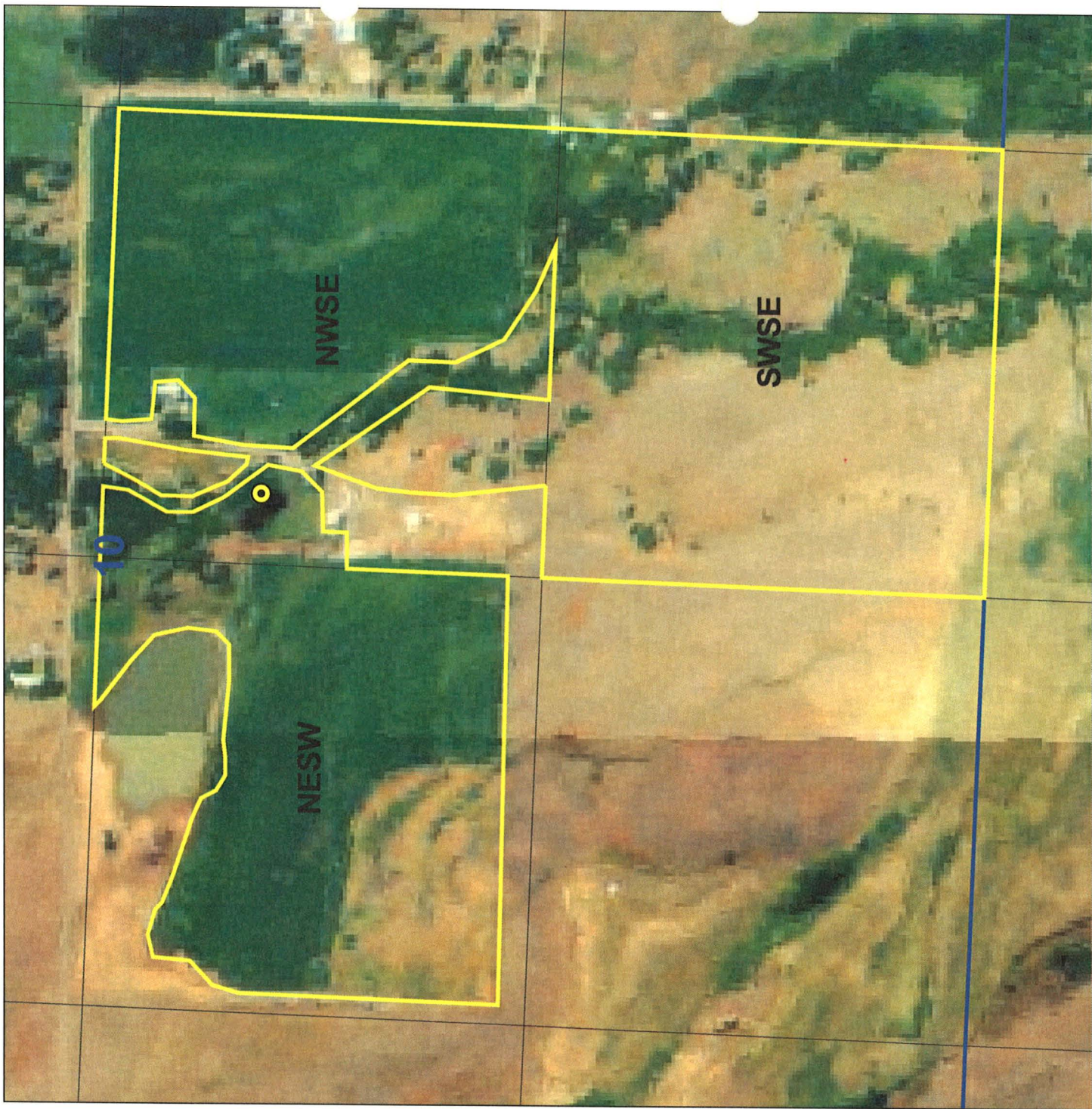


SCANNED
DEC 08 2006



0 0.7 1.4 Miles

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



67-14585



SCANNED
DEC 08 2006



05/08/2006

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

RIGHT NUMBER: 67-14585

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

JOANA R WIGGINS
PO BOX 86
CAMBRIDGE ID 83610-0086

SOURCE: RUSH CREEK

TRIBUTARY: WEISER RIVER

QUANTITY: 0.150 CFS
30.800 AFY

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

PRIORITY DATE: 05/01/1922

POINT OF DIVERSION:

T15N R03W S3 SWNE Within WASHINGTON County
T15N R03W S10 NWSE Injection Within WASHINGTON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 10/31	0.150 CFS 30.80 AFY

PLACE OF USE: IRRIGATION Within WASHINGTON County

T15N R03W S10	NESW	28.00	T15N R03W S10	NWSE	32.00
T15N R03W S10	SWSE	40.00			

100 ACRES TOTAL

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

This right is limited to the irrigation of 7.7 acres within the place of use described above in a single irrigation season.

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

05/05/2006

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

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

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

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

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



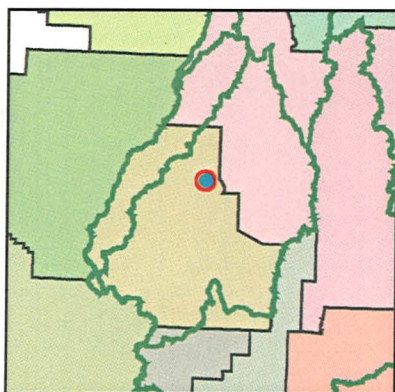
Idaho Department of Water Resources

SRBA Recommendation:

67-14585

Legend

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



Washington County
IDWR Basin 67



0 0.7 1.4 Miles



Prepared by C. Saxton
On Friday, May 5, 2006
1987/88 Aerial Photography

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14585 V1

WATER RIGHT NUMBER: 67-14585 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	KERMIT L WIGGINS PO BOX 86 CAMBRIDGE, ID 83610-0086 (208)257-3428
Original Owner	JACK RIPPEN RT 1 BOX 206 CAMBRIDGE, ID 83610 (208)257-3731
Original Owner	ARNOLD RIPPEN CAMBRIDGE, ID 83610
Current Owner	JOANA R WIGGINS PO BOX 86 CAMBRIDGE, ID 83610-0086 (208)257-3428
Original Owner	DALE RIPPEN RT 1 BOX 206 CAMBRIDGE, ID 83610

Priority Date: 05/01/1922

Basis: Beneficial Use

Status: Active

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 10/31	0.150 CFS	30.80 AF
	<u>Total Diversion:</u>	0.150 CFS	30.80 AF

Location of Point(s) of Diversion

RUSH CREEK	SW1/4NE1/4	Sec. 3, Twp 15N, Rge 03W, B.M.
WASHINGTON County		
RUSH CREEK	NW1/4SE1/4	Sec. 10, Twp 15N, Rge 03W, B.M.
WASHINGTON County	(Injection)	

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
15N	03W	10									28.0					32.0	40.0		100.0

Total Acres: 100

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 67-14585 V1

Conditions of Approval:

1. E56 The rights listed below are limited to the irrigation of a combined total of 100.0 acres in a single irrigation season. Combined Right Nos.: 67-4542, 67-14585, 67-14587, and 67-14591
2. 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.
3. T04 Approval of this transfer in no way grants any right-of-way or easement for use of a delivery system owned by person(s) other than the right owner.
4. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
5. T02 The Director maintains jurisdiction of this transfer up to five (5) years for the purpose of determining potential injury to existing rights, both junior and senior, in the vicinity of the transferred point of diversion.
6. K06 This right is limited to the irrigation of 7.7 acres within the place of use described above in a single irrigation season.
7. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval. Approval date June 21, 1994.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14585 V1

Comments:

1. csaxton 5/5/2006 Priority for 67-14585 and 67-14586;

Comment: Evidence of priority for this right is in the form of an affidavit for water right on an adjacent parcel (67-4542). Evidence for 67-4542 is a valid posted notice dating back to 1869. The affidavit states that the property claimed under 67-4542 is irrigated from the same ditch systems and from the same point of diversion as 67-14585. The claimant states that it was all irrigated at the same time. The priority date claimed is 1922 which is after the Muir v. Allison decree so they are basically claiming flood water. Recommend the 1922 priority date.

2. csaxton 5/5/2006 POU

Comment: My guidance is to recommend the acres as defined on TR 4148. However, not all the acres recommended under the transfer are actually irrigated.

3. csaxton 5/5/2006 POD

Comment: Both PODs shown on TR 4148 recommended as this is a PPU and both the point of diversion and point of exchange is applicable to this right.

4. csaxton 5/5/2006 Copied From Claim (1)

Comment: This right is a split from former right 67-4514.

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

Comment: WELL IS FOR DOMESTIC AND STOCKWATER USES.

CHANGE OF OWNERSHIP COMPLETED BY L.R.W. ON 10/1/93.

CLAIM AMENDED PER TRANSFER NO 4148 APPROVED 6/21/94.

SEE ALSO ADDITIONAL CONDITIONS OF APPROVAL AS LISTED ON THE COPY OF APPROVED TRANSFER 4148 IN FILE.

THIS RIGHT WHEN COMBINED WITH ALL OTHER NATURAL FLOW RIGHTS SHALL PROVIDE NO MORE THAN 0.02 CFS PER ACRE NOR MORE THAN 4.0 AFA PER ACRE FOR THE LANDS ABOVE.

APPROVAL OF TRANSFER 4148 IN NO WAY CONFIRMS THE CLAIM TO RIGHT NO 67-04514. THE VALIDITY OF THE CLAIM WILL BE ASCERTAINED IN THE SNAKE RIVER BASIN ADJUDICATION.

ALL WATER RIGHTS IDENTIFIED IN THIS TRANSFER WILL BE REGULATED BY THE WATERMASTER, OR DEPUTY OF THE WATERMASTER OF STATE WATER DISTRICT 67, WEISER RIVER AND TRIBUTARIES.

THE HOLDER OF THE WATER RIGHTS IDENTIFIED IN THIS TRANSFER SHALL PROVIDE LOCKABLE CONTROLLING WORKS AND A TOTALIZING MEASURING DEVICE AT THE POINT OF DIVERSION FROM RUSH CREEK AND AT THE POINT OF EXCHANGE FROM THE RESERVOIRS. THESE MEASURING DEVICES SHALL BE OF SUCH A SIZE AND DESIGN TO ACCURATELY MEASURE FLOWS THROUGH THE SYSTEM. IN ADDITION, THE HOLDER OF THE WATER RIGHTS SHALL INSTALL A LOCKABLE VALVE BY WHICH THE WATERMASTER OR HIS DEPUTY CAN PRE-VENT DIVERSION TO STORAGE UNDER RIGHT NOS 67-07704 AND 67-07723 DURING PERIODS OF FLOW CONTROL.

THE HOLDER OF THE WATER RIGHTS IDENTIFIED IN THIS TRANSFER SHALL PROVIDE A STAFF GAGE IN BOTH RESERVOIRS THAT SHALL BE MARKED IN FEET AND TENTHS OF FEET AND SHALL BE LOCATED WITHIN EACH RESERVOIR SO AS TO ACCURATELY SHOW THE LEVEL OF THE WATER AT ALL DEPTHS OF DRAWDOWN. THE WATERMASTER OR HIS DEPUTY SHALL READ THE TWO TOTALIZING MEASURING DEVICES AND THE RESERVOIR STAFF GAGES AT THE BEGINNING AND END OF THE PERIODS OF FLOW CONTROL AND NOT LESS THAN EVERY TWO WEEKS DURING THE PERIODS OF FLOW CONTROL. A RECORD OF THESE READINGS SHALL BE KEPT BY THE WATERMASTER OR HIS DEPUTY AND AT THE END OF EACH WATER YEAR SHALL BE SENT TO THE DEPARTMENT OF WATER RESOURCES FOR PERMANENT KEEPING.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 20 ACRES IN THE PLACE OF USE ABOVE IN A SINGLE IRRIGATION SEASON.

THE POINT OF EXCHANGE IDENTIFIED IS THE LOCATION WHERE STORAGE WATER IS RELEASED FROM THE RESERVOIRS BACK INTO RUSH CREEK IN THE NWSE, SEC 10, 15N, 03W.

6. csaxton 5/8/2006 Diversion Rate

Comment: Rights 67-285, 67-286, 67-287, 67-4490, 67-4542, 67-14585, 67-14586, 67-14587, 67-14588, 67-14591, and 67-14592 are all diverted from the same POD. POD has the max capacity to divert 3.57 cfs per licensing FE for 67-7704 (67-14587, 67-14588) and 67-7723 (67-14591, 67-14592). Analysis by Steve Lester in 1991 confirmed that the above rights are diverted through the same POD. Add condition 178 limiting all rights in combination to divert a maximum of 3.57 cfs.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14585 V1

Dates and Other Information:

Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal: S
 Owner Name Connector: 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	5/5/2006 10:49:17 AM	csaxton			Active
Priority Date	5/5/2006 10:49:56 AM	csaxton			Active
POD	5/5/2006 11:42:39 AM	csaxton			Active
Source	5/5/2006 12:14:03 PM	csaxton			Active
POU	5/5/2006 12:14:23 PM	csaxton			Active
Use	5/5/2006 12:23:46 PM	csaxton			Active
Season	5/5/2006 12:24:58 PM	csaxton			Active
Quantity	5/5/2006 12:30:05 PM	csaxton			Active
Summary			05/05/2006	csaxton	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
Contacts	5/5/2006 10:49:23 AM	csaxton	(No) 1. Do you want to schedule an appointment?
			Comment for 1: Desktop Review

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14585 V1

General	5/5/2006 10:50:01 AM	csaxton	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (No) 4. Is the basis of claim decree or license? (No) 7. Is the basis of claim a Application or Permit? (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? (No) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required? Description for Question 12/13 - Affidavit in file.
POD	5/5/2006 11:42:53 AM	csaxton	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the POD? (Yes) 9. Does the file contain all the necessary information to verify the POD? (No) 10. Is a POD remark and/or condition required?
POD	5/5/2006 11:55:34 AM	csaxton	Updated shape
POD	5/5/2006 11:56:25 AM	csaxton	Updated PLS
POU	5/5/2006 12:20:22 PM	csaxton	Updated PLS for Active POU
POD	5/5/2006 11:56:04 AM	csaxton	Updated shape
POU	5/5/2006 12:19:02 PM	csaxton	Updated shape for Active POU
Use	5/5/2006 12:24:06 PM	csaxton	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (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 - Recommended per TR 4148.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14585 V1

Season	5/5/2006 12:25:19 PM	csaxton	(No) 1. Is the basis of claim Decree or License? (No) 2. Is the basis of claim a Application or Permit? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (No) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administratively determined? (Yes) 15. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?
Source	5/5/2006 12:14:22 PM	csaxton	(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 - TR 4148
POU	5/5/2006 12:14:42 PM	csaxton	(No) 1. Is the basis of this claim a Decree or License? (Yes) 2b. Is the POU required? (No) 3. Is the basis of claim a Application or Permit? (No) 7. Is there evidence that there has been a change in the POU? (Yes) 13. Does the file contain all the necessary information to verify the POU? (No) 14. Is a POU remark and/or condition required? Description for Question 13 - TR 4148
Summary	5/5/2006 12:41:37 PM	csaxton	(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? (Yes) 5. Does this right have any combined use limits with other rights? (Yes) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (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?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14585 V1

Quantity	5/5/2006 12:30:26 PM	csaxton	(No) 1. Is the basis of this claim a Decree or License? (No) 2. Is the basis of this claim a Application or Permit? (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? (Yes) 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 - Per TR 4148. Description for Question 10 - Per TR 4148
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Water Supply Bank:

Walker Law Office

Attorneys at Law

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

Lary C. Walker
Delton L. Walker

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

April 17, 2006

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

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

Dear Mr. Saxton

Enclosed please find Mr. Wiggins Affidavit.

Please call if you need more information or have questions.

Thank you.

Sincerely,

WALKER LAW OFFICE

April C. Rupe

April C. Rupe
Legal Assistant to Lary C. Walker

LCW/acr

SCANNED

APR 20 2006

AFFIDAVIT OF KERMIT WIGGINS

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

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

2. On May 1st, 1992, my wife and I purchased a second tract of land which joined the above tract from Jack and Della Rippen consisting of a little in excess of 40 acres as described in exhibit B attached. 67-4614

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

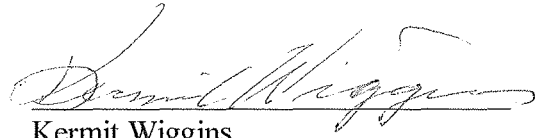
20. The water rights associated with the Farrens 160 acres remained with that property and is irrigated through the original diversion pipeline which has no connection with either my ponds or my 80 acre water right since I installed a separate pipeline in 2001.

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

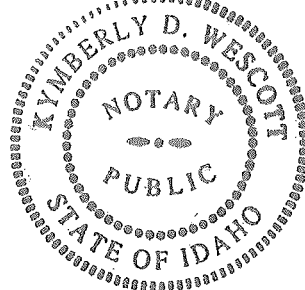
22. This supplement affidavit and my application to transfer water right is for the purpose of keeping the original water rights associated with 67-4514 with my homestead and 80 acres, and all water rights associated with the original Farrens tract of land should be transferred to Brett Newbold.

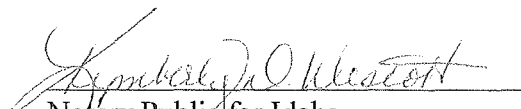
23. I submit this affidavit in support of both the original cuddy and pond storage water rights with the intent of having each tract of land preserved the water rights originally associated with each track. The supporting documentation is documents which are recorded in Washington County and are therefore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

DATED this the 12th day of April 2006


Kermit Wiggins

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




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



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 26, 2006

KERMIT L WIGGINS
JOANA R WIGGINS
PO BOX 86
CAMBRIDGE ID 83610-0086

BRENT NEWBOLD
3488 WARD RD
CAMBRIDGE ID 83610

RE: Evidence of Priority for Snake River Basin Adjudication (SRBA) claims 67-14585 and 67-14586.

Dear Claimants,

The Idaho Department of Water Resource is currently in the process of reviewing SRBA claims in your area. I have been reviewing the water right involved in Transfer 4184 that was finalized in 1994.

Transfer 4184 was originally filed by Kermit Wiggins to utilize storage water on newly purchased ground and to establish a common point of diversion for the following water rights: 67-4514, 67-7704, and 67-7723.

Water rights 67-4514, 67-7704, and 67-7723 were split through change of ownership when Brent Newbold purchased a portion of the property that these rights were applicable to.

67-4514 is a statutory claim that was involved in the transfer and was split into **67-14585** and **67-14586**. A statutory claim is a claim to a water right where the elements of the water right have not been verified. Despite that 67-4514 (67-14585 and 67-14586) was included in Transfer 4184, some of the elements of this claim were not verified when the transfer was being reviewed. **One of those elements is the priority date.**

When application for Transfer 4184 was submitted, it was originally protested. One of the protests was regarding 67-4514 (67-14585 and 67-14586) and read, ***"We question the validity of and claimed right under water right number 67-4514."*** The protests to TR 4184 were withdrawn with the addition of several conditions on the approved transfer. The conditions on the transfer that are applicable to 67-4514 (67-14585 and 67-14586) are:

- **Approval of Transfer No. 4148 in no way confirms the claim to a water right, Right No. 67-4514 (67-14585 and 67-14586). Validity of the claim will be ascertained in the Snake River Basin Adjudication.**
- **Approval of this transfer does not preclude the opportunity for review of the validity of the water right (s) in the ongoing Snake River Basin Adjudication.**

Since 67-4514 has been split into 67-14585 and 67-14586, I am contacting Mr. and Ms. Wiggins as well as Mr. Newbold with a request for evidence of priority. Response from either party will suffice for both claims 67-14585 and 67-14586. It is not necessary for both parties to provide separated evidence.

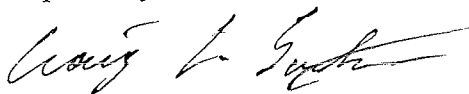
67-14585 and 67-14586 claim a priority date of 5-1-1922. IDWR needs evidence supporting that the water originally claimed under 67-4514 was put to beneficial use to the extent claimed on or as close to that date that can be supported.

Examples of evidence of priority are commonly affidavits from someone with first hand knowledge that can speak to the date of first use, the extent of use, and how they know that information. Other examples could be old aerial photography, old tax documentation that shows the property as irrigated ground, or even historical posted notices recorded in the assessors office. For your convenience I am enclosing an "Evidence of Priority" pamphlet.

Please submit the requested evidence of Priority by **February 24, 2006**. Without evidence of priority, I cannot make a favorable recommendation on this water right to the SRBA court.

Please feel free to contact me with any questions.

Respectfully submitted,



Craig L. Saxton
Sr. Water Resource Agent
Adjudication Bureau

Enclosure(s)

Split history for Decreed Right 67-04514

WR History

67-04514	Dale/Rippen
0.4	cfs
20	ac
	af

67-07704	Wiggins
1.4	cfs
60	ac
60	af

67-07723	Wiggins
1	cfs
60	ac
20.1	af

Claim History

67-04514	Wiggins	67-14585	Wiggins
0.4		0.15	
260	Limit 20 ac	100	
80		30.8	

67-07704	Wiggins	67-14586	Newbold
1.4		0.25	
260		160	
60		49.2	

67-07723	Wiggins	67-14587	Wiggins
1		0.54	
260		100	
20.1		23.1	

		67-14588	Newbold
		0.86	
		160	
		36.9	

		67-14591	Wiggins
		0.38	
		100	
		7.7	

		67-14592	Newbold
		0.62	
		160	
		12.4	

2nd Dam

2nd Dam

67-4542

CFS =	2.8
Acre =	140

Total CFS =	2.8
Total Ac =	260
Total AFA =	160.1

Sum CFS =	2.8
Sum Acre =	260
Sum AF =	160.1

Un-accounted CFS =	0
Un-accounted Acre =	0
Un-accounted AFA =	0

***Last updated 6-30-05 (csaxton)**

For digital copy of Excel spreadsheet file: See Craig L. Saxton

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 67-14585
Date Received: 6/21/2005
Receipt No:
Received By:

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

1. Name of Claimant(s)

JOANA R WIGGINS Phone: (208)257-3428

PO BOX 86
CAMBRIDGE ID USA 83610-0086

KERMIT L WIGGINS Phone: (208)257-3428

PO BOX 86
CAMBRIDGE ID USA 83610-0086

2. Date of Priority: 05/01/1922

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

4. Point of Diversion:

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

5. Description of diverting works:

HEADGATE AND DITCH FOR GRAVITY IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	10/31	0.15	

7. Total Quantity Appropriated is:
0.15 C.F.S. and/or 30.8 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
15N	03W	10	NE	SW	IRRIGATION	28
			NW	SE	IRRIGATION	32
			SW	SE	IRRIGATION	40
					Section Acres	100
					Total Acres	100

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:

WELL IS FOR DOMESTIC AND STOCKWATER USES.
CHANGE OF OWNERSHIP COMPLETED BY L.R.W. ON 10/1/93.
CLAIM AMENDED PER TRANSFER NO 4148 APPROVED 6/21/94.
SEE ALSO ADDITIONAL CONDITIONS OF APPROVAL AS LISTED ON THE COPY OF APPROVED TRANSFER 4148 IN FILE.
THIS RIGHT WHEN COMBINED WITH ALL OTHER NATURAL FLOW RIGHTS SHALL PROVIDE NO MORE THAN 0.02 CFS PER ACRE NOR MORE THAN 4.0 AFA PER ACRE FOR THE LANDS ABOVE.
APPROVAL OF TRANSFER 4148 IN NO WAY CONFIRMS THE CLAIM TO RIGHT NO 67-04514. THE VALIDITY OF THE CLAIM WILL BE ASCERTAINED IN THE SNAKE RIVER BASIN ADJUDICATION.
ALL WATER RIGHTS IDENTIFIED IN THIS TRANSFER WILL BE REGULATED BY THE WATERMASTER, OR DEPUTY OF THE WATERMASTER OF STATE WATER DISTRICT 67, WEISER RIVER AND TRIBUTARIES.
THE HOLDER OF THE WATER RIGHTS IDENTIFIED IN THIS TRANSFER SHALL PROVIDE LOCKABLE CONTROLLING WORKS AND A TOTALIZING MEASURING DEVICE AT THE POINT OF DIVERSION FROM RUSH CREEK AND AT THE POINT OF EXCHANGE FROM THE RESERVOIRS. THESE MEASURING DEVICES SHALL BE OF SUCH A SIZE AND DESIGN TO ACCURATELY MEASURE FLOWS THROUGH THE SYSTEM. IN ADDITION, THE HOLDER OF THE WATER RIGHTS SHALL INSTALL A LOCKABLE VALVE BY WHICH THE WATERMASTER OR HIS DEPUTY CAN PRE-VENT DIVERSION TO STORAGE UNDER RIGHT NOS 67-07704 AND 67-07723 DURING PERIODS OF FLOW CONTROL.
THE HOLDER OF THE WATER RIGHTS IDENTIFIED IN THIS TRANSFER SHALL PROVIDE A STAFF GAGE IN BOTH RESERVOIRS THAT SHALL BE MARKED IN FEET AND TENTHS OF FEET AND SHALL BE LOCATED WITHIN EACH RESERVOIR SO AS TO ACCURATELY SHOW THE LEVEL OF THE WATER AT ALL DEPTHS OF DRAWDOWN.
THE WATERMASTER OR HIS DEPUTY SHALL READ THE TWO TOTALIZING MEASURING DEVICES AND THE RESERVOIR STAFF GAGES AT THE BEGINNING AND END OF THE PERIODS OF FLOW CONTROL AND NOT LESS THAN EVERY TWO WEEKS DURING THE PERIODS OF FLOW CONTROL. A RECORD OF THESE READINGS SHALL BE KEPT BY THE WATERMASTER OR HIS DEPUTY AND AT THE END OF EACH WATER YEAR SHALL BE SENT TO THE DEPARTMENT OF WATER RESOURCES FOR PERMANENT KEEPING.
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 20 ACRES IN THE PLACE OF USE ABOVE IN A SINGLE IRRIGATION SEASON.
THE POINT OF EXCHANGE IDENTIFIED IS THE LOCATION WHERE STORAGE WATER IS RELEASED FROM THE RESERVOIRS BACK INTO RUSH CREEK IN THE NWSE, SEC 10, 15N, 03W.

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

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

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

Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

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

This right is a split from former right 67-4514 .

This right is limited to the irrigation of 7.7 acres within the place of use described above in a single irrigation season.

15. Basis of Claim: Statutory Claim