State of Idaho
DEPARTMENT OF WATER RESOURCES
Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

JAMES E. RISCH
Governor
KARL J. DREHER
Director

December 7, 2006

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.

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.

Form 42-248/42-1-09(6) February 3, 1997

RECEIVED
SEP 13 1999
WATER RESOURCES
WESTERN REGION

67-07704

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 he 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 or Claimant(s) _____ Date _____

   _____ 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

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

Lee/Storage

Enclosures

Form 42-248/42-1409(6) February 3, 1997

RECEIVED
SEP 13 1999
WATER RESOURCES
WESTERN REGION

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 he back of this page.
Incomplete forms will be returned.

RECEIVED
JUL 08 2002
WATER RESOURCES
WESTERN REGION

1. Water Right No(s).: ok ok 6-8-05 67-07704, 67-4514, 67-7723

   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: 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): Brett Newbold 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 C. Saxton 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: SE¼SE¼, W½SE¼ SAVE AND EXCEPT THE FOLLOWING:

Commencing at the Southwest corner of the NW¼SE¼ of Sec.3, Twp.15N., R.3.W., B.M.,
Thence North identical with the West line of said NW¼SE¼ 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 NW¼SE¼;
thence West to the point and place of beginning.

SECTION 10: NE¼NE¼.

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
KERMIT L. WIGGINS

Joana R. Wiggins
JOANA R. WIGGINS

STATE OF IDAHO, COUNTY OF WASHINGTON
On this 3rd day of JUNE, 19 99, 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

REALTOR®

EQUAL HOUSING OPPORTUNITY

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) 457-3500 (Home) 257-3871 — 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 LEGAD DESCRIPTION:** The Property commonly known as Approx. 15 Acres on Weed Road
City of Cambridge County of Washington, Idaho legally described as: Attached

5. **PRICE/TERMS:** Total Purchase Price is Three hundred sixty thousand Dollars ($ 360,000.00).
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 ($ 5000). 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 (Wilbur 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 lines ¼ 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...

PROPERTY ADDRESS: Approx 1.52 acres on Wood Rd ID# 46714

11. **ESCROW/COLLECTION:** If a long-term escrow/collection is involved, then the escrow/collection holder shall be _____. Each party agrees to pay one-half of escrow/collection fees.

12. **CLOSING DATE:** On or before the closing date, Buyer and Seller shall deposit with the Closing Agency all funds and instruments necessary to complete the sale. The closing date shall be no later than 6/3/99. "Closing Date" means the date on which all documents are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to Seller.

13. **POSSESSION/PRORATION:** Buyer shall be entitled to possession on the day of closing or Closing. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserve on liens, encumbrances or obligations assumed and utilities shall be prorated as of the day of closing or Closing. Any tenant deposits held by Seller shall be credited to Buyer at closing.

14. **DEFAULT:** If Buyer defaults in the performance of this Agreement, Seller has the option: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which Seller may be entitled. If Seller elects to proceed under (1), Seller shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to Seller and one-half to Seller's Broker, provided that the amount to be paid to Seller's Broker shall not exceed the Broker's agreed to commission. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If Seller elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by Seller's Broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If Seller defaults, having approved said sale and fails to consummate the same as herein agreed, Buyer's Earnest Money deposit shall be returned to him/her and Seller shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by Buyer of any other lawful right or remedy to which Buyer may be entitled.

15. **EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination of this contract, Buyer and Seller agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

16. **TITLE CONVEYANCE:** Title of Seller is to be conveyed by warranty deed or Warranty deed, and is to be marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, rights of way and easements established or of record and any other liens, encumbrances or defects approved by Buyer.

17. **RISK OF LOSS:** Should the Property be materially damaged by fire or other cause prior to closing, unless Buyer has taken possession prior to closing by Agreement, this Agreement shall be voidable at the option of Buyer.

18. **CONDITION OF PROPERTY AT CLOSING:** Buyer agrees to purchase the Property in as is condition, where is, with all faults. Buyer will assume all obligations with respect to the Property. Seller shall maintain the Property until the closing in its present condition, ordinary wear and tear excepted, and loss by casualty. The heating, ventilating, air conditioning, plumbing, elevators, loading doors and electrical systems shall be in present operating order and condition at the time of closing, unless otherwise agreed to in writing.

19. **INSPECTION:** Buyer hereby acknowledges further that Buyer has not received or relied upon any statements or representations by the Broker or Broker's representatives or by Seller which are not herein expressed. Buyer has entered into this Agreement relying upon information and knowledge obtained from Buyer's own investigation or personal inspection of the Property.

20. **ADDITIONAL PROVISIONS:** Additional provisions of this Real Estate Purchase and Sale Agreement, if any, are attached hereto by an Addendum consisting of 0 page(s).

21. **NOTARY PUBLIC:** It is recommended signatures be notarized with a notary statement attached hereto.

22. **ENTIRE AGREEMENT:** This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no warranties, including any warranty of habitability, Agreements or representations have been made or shall be binding upon either party unless herein set forth.

23. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

24. **ACCEPTANCE:** Buyer's offer is made subject to the acceptance of Seller on or before (Date) 5/22/99 and (Time) 5:00. If Seller does not accept this Agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

25. **OTHER TERMS:** Seller to have easement to work on existing pipeline through property.

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

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

| | |
|---|---|
| Buyer Signature [signature] | Buyer Signature |
| Buyer (Print Name) Brett Newbold | Buyer (Print Name) |
| Date 5/26/99 Time 3:30 pm Phone #257-3866 | Date Time Phone # |
| Address 3431 Rush Creek Rd | Address |
| City Cambridge State Idaho Zip 83610 | City State Zip |

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

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

☐ **SEE ATTACHED COUNTER OFFER(S)**

IN WASHINGTON COUNTY, IDAHO:

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

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

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

SECTION 10: NE1/4NE1/4.

SUBJECT TO County Road along the West boundary.

*AMERICAN LAND TITLE ASSOCIATION COMMITMENT — 1966*

# 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 Pollock

President.

ATTEST:

Thomas J Adams

Secretary.

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

DUPLICATE

Authorized Signatory

Copyright 1966 American Land Title Association

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: SE¼SE¼, W½SE¼ SAVE AND EXCEPT THE FOLLOWING:

Commencing at the Southwest corner of the NW¼SE¼ of Sec.3, Twp.15N.. R.3.W., B.M.,
Thence North identical with the West line of said NW¼SE¼ 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 NW¼SE¼;
thence West to the point and place of beginning.

SECTION 10: NE¼NE¼.

SUBJECT TO County Road along the West boundary.

## 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.

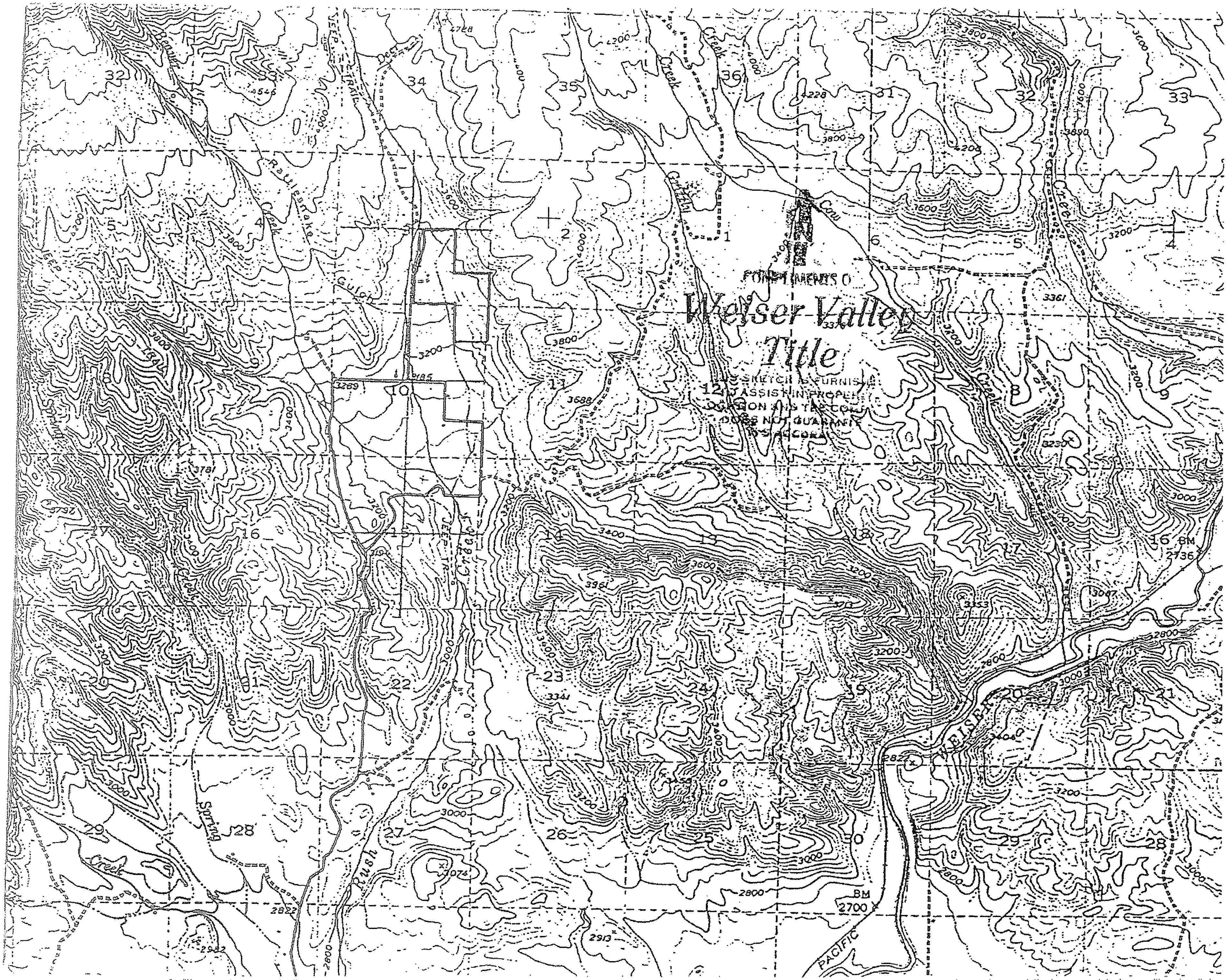
2. Taxes for 1999 are an accruing lien and not yet due or payable.

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.


COMPLIMENTS O
Weiser Valley
Title
Rattlesnake Creek
Gulch
Rush
Creek
Spring
Grizzly
Cow
WEISER
PACIFIC

Ex A

This is FROM CURRENT TRANSFER ON FILE AT WESTERN Region. DAN. 12-12-06.

# IRRIGATION PIPELINE AGREEMENT

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

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

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

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

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

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

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

1. **Extension of Pipeline No. 2**

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

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

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

10/22/01

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: 67-14587

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

KERMIT L 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): This water right and Storage right are on my Property and irrigate only my land. I did not SELL any of This right to Brett Newbold shown as 67.14588.

2. Describe the changes you wish to make in the proposed recommendation: I had 1.4 cfs rights under 67.07704 and this right was not Sold To or Split with Brett Newbold as shown in 67-14588. The land Sold to Newbold is upstream + Not able to benefit From this water,

3. Give a brief explanation as to why you disagree with these portions: The application and supporting documents were filed with the Department in June 2006

____ **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

DEC 08 2006

SCANNED
DEC 08 2006

11/14/2006

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

---

RIGHT NUMBER: 67-14587

NAME AND ADDRESS: JOANA R WIGGINS
PO BOX 86
CAMBRIDGE ID 83610-0086

KERMIT L WIGGINS
PO BOX 86
CAMBRIDGE ID 83610-0086

SOURCE: RUSH CREEK TRIBUTARY: WEISER RIVER

QUANTITY: 0.540 CFS
23.10 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: 05/28/1986

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

PURPOSE AND
PERIOD OF USE:

| PURPOSE OF USE | PERIOD OF USE | QUANTITY |
|---|---|---|
| IRRIGATION STORAGE | 01/01 12/31 | 23.10 AFY |
| DIVERSION TO STORAGE | 01/01 12/31 | 0.540 CFS |
| IRRIGATION FROM STORAGE | 04/15 10/15 | 23.10 AFY |

The use of water for irrigation from storage under this right may begin as early as March 15 and may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water before April 15 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION STORAGE in WASHINGTON County

T15N R03W S10 NESW

IRRIGATION FROM STORAGE 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

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 - License

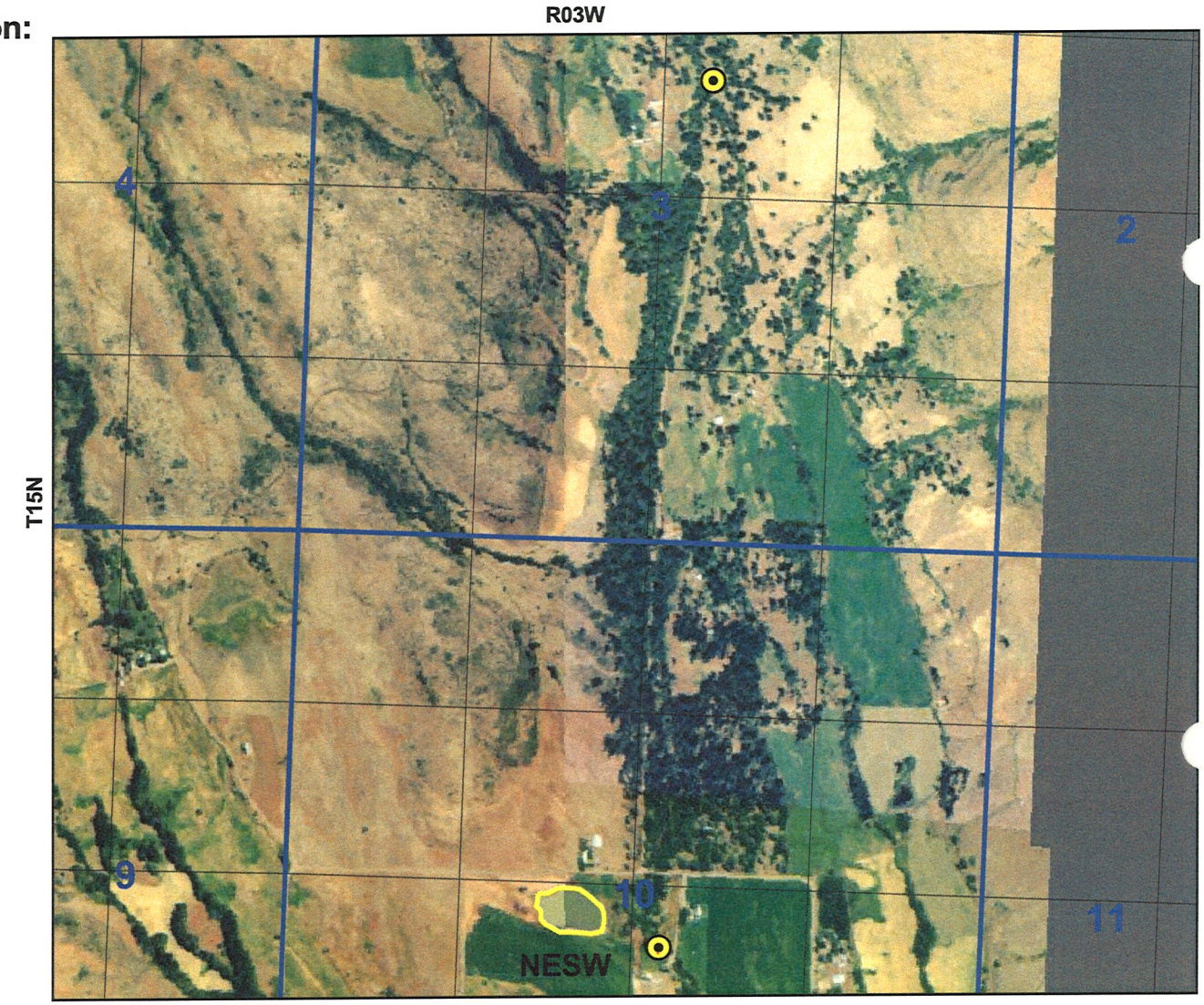
SCANNED
DEC 0 8 2006

# Idaho Department of Water Resources

**SRBA Recommendation:**

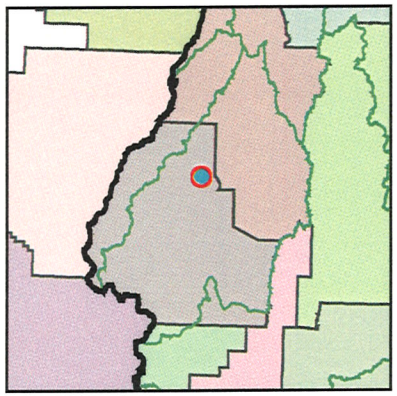
***67-14587***

**(Irrigation Storage)**




**Legend**

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



**Washington County**
**IDWR Basin 67**

N

SCANNED
DEC 0 8 2006

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

67-14587

N

SCANNED
DEC 0 8 2006

05/08/2006

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

---

RIGHT NUMBER: 67-14587

NAME AND ADDRESS: JOANA R WIGGINS
PO BOX 86
CAMBRIDGE ID 83610-0086

KERMIT L WIGGINS
PO BOX 86
CAMBRIDGE ID 83610-0086

SOURCE: RUSH CREEK TRIBUTARY: WEISER RIVER

QUANTITY: 0.540 CFS
23.100 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: 05/28/1986

POINT OF DIVERSION:

T15N R03W S3 SWNE Within WASHINGTON County

T15N R03W S10 NWSE Injection Within WASHINGTON County

PURPOSE AND PERIOD OF USE:

| PURPOSE OF USE | PERIOD OF USE | QUANTITY |
|---|---|---|
| IRRIGATION STORAGE | 01/01 12/31 | 23.10 AFY |
| DIVERSION TO STORAGE | 01/01 12/31 | 0.540 CFS |
| IRRIGATION FROM STORAGE | 04/15 10/15 | 23.10 AFY |

The use of water for irrigation from storage under this right may begin as early as March 15 and may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water before April 15 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.

PLACE OF USE: IRRIGATION STORAGE Within WASHINGTON County

T15N R03W S10 NESW

IRRIGATION FROM STORAGE 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

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 - License

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

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

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

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

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

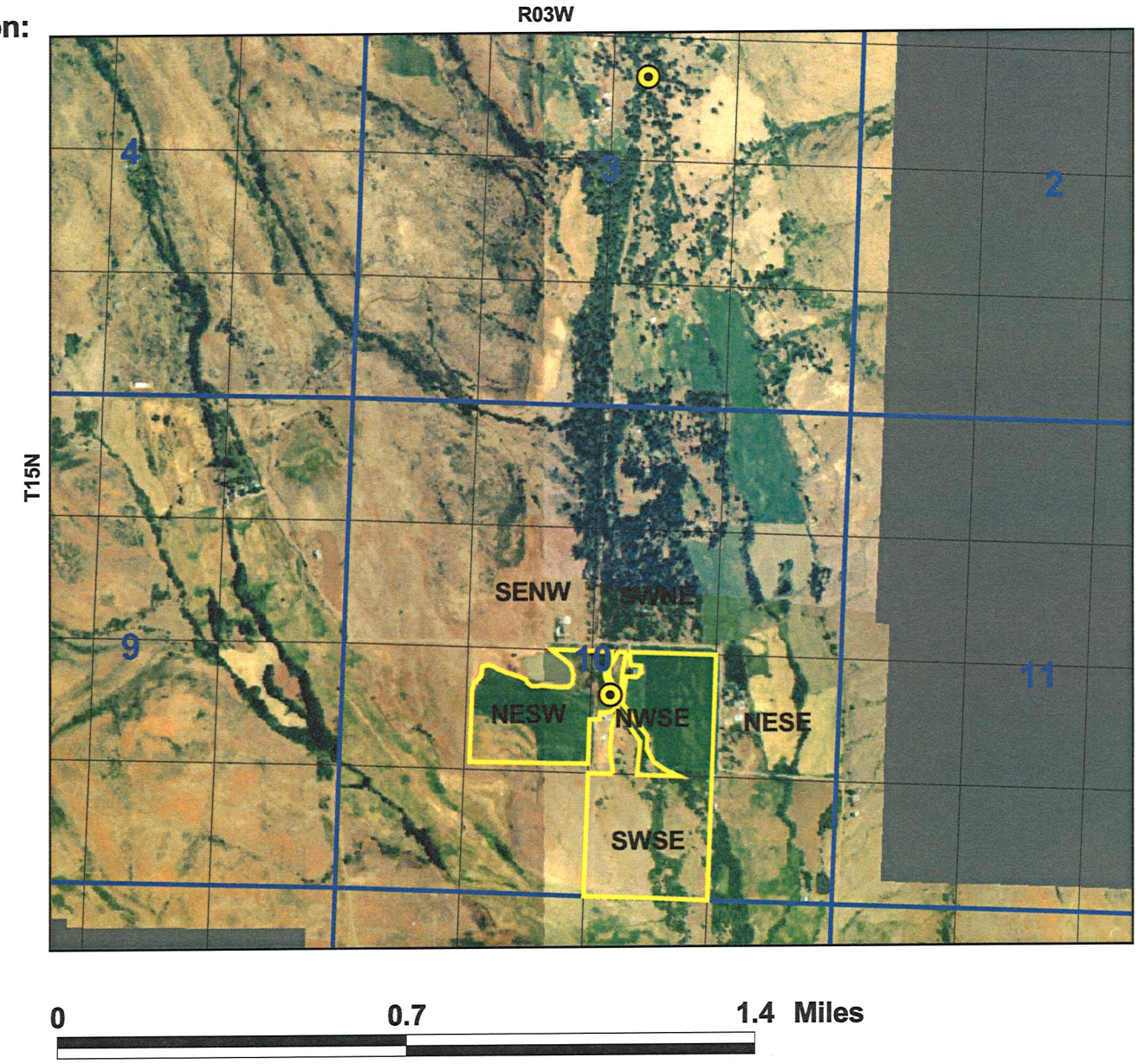
The right holder shall install/maintain permanent measuring devices in such a manner that the amount of water entering the reservoir and the amount of water released from the reservoir can be measured.

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

# Idaho Department of Water Resources

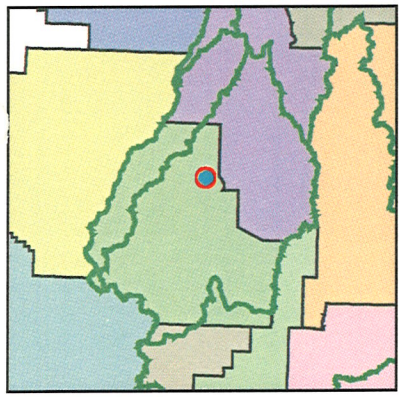
**SRBA Recommendation:**

***67-14587***




**Legend**

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



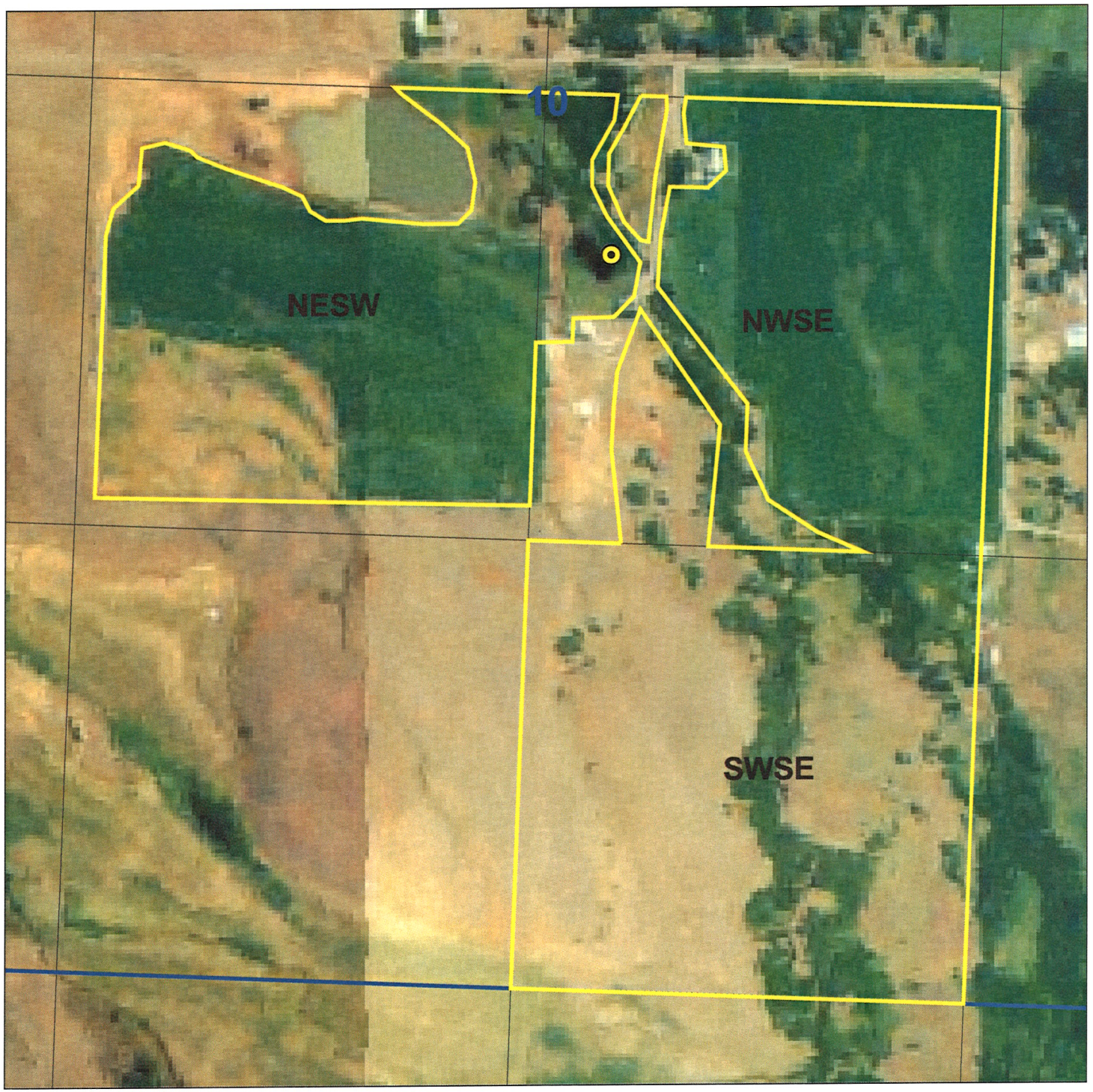
Washington County
IDWR Basin 67

N

Prepared by D. Narsavage
On Friday, May 5, 2006
1987/88 Aerial Photography

**67-14587**





# IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14587 V1

WATER RIGHT NUMBER: 67-14587 V1

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

Priority Date: 05/28/1986

Basis: License

Status: Active

| Source | Tributary |
|---|---|
| RUSH CREEK | WEISER RIVER |

| Beneficial Use | From | To | Diversion Rate | Annual Volume |
|---|---|---|---|---|
| IRRIGATION STORAGE | 01/01 | 12/31 | | 23.10 AF |
| DIVERSION TO STORAGE | 01/01 | 12/31 | 0.540 CFS | |
| IRRIGATION FROM STORAGE | 04/15 | 10/15 | | 23.10 AF |
| | | Total Diversion: | 0.540 CFS | 23.10 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 STORAGE

| 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 | | | | | | | | | X | | | | | | | | |

IRRIGATION FROM STORAGE

| 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 |

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14587 V1

Total Acres: 100

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. 178 This right when combined with other rights from the same point(s) of diversion is limited to a total combined diversion rate of 3.57 cfs.
3. S40 The use of water for irrigation from storage under this right may begin as early as March 15 and may continue to as late as October 31, provided other elements of the right are not exceeded. The use of water before April 15 and after October 15 under this remark is subordinate to all water rights having no subordinated early or late irrigation use and a priority date earlier than the date a partial decree is entered for this right.
4. 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.
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. 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.
7. 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.
8. 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.
9. 005 Use of water under this right is subject to control by the watermaster of State Water District No. &DISTRICT.
10. 18A The right holder shall install/maintain permanent measuring devices in such a manner that the amount of water entering the reservoir and the amount of water released from the reservoir can be measured.
11. 18B The storage of water under this right is contingent upon the certification of the dam and authorization of storage per the dam safety provisions of the Idaho Code.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14587 V1

Comments:

1. 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.

2. csaxton 5/5/2006 Period of Use
Comment: Period of use recommended as licensed (not transferred) with the appropriate shoulder remark.

3. csaxton 5/5/2006 Copied From Claim (1)
Comment: GRAVITY PRESSURE SYSTEM TO FILL RESERVOIRS.
LOWER RESERVOIR ALSO CATCHES RUN-OFF.
CLAIM AMENDED PER TRANSFER NO 4148 APPROVED 6/21/94.
SEE ALSO ADDITIONAL CONDITIONS OF APPROVAL AS LISTED ON THE COPY OF APPROVED TRANSFER NO 4148 IN FILE.
THE STORAGE OF WATER UNDER RIGHT NOS 67-07704 & 67-07723 IS CONTINGENT UPON CONTINUED CERTIFICATION BY THE DEPARTMENT OF WATE RESOURCES UNDER THE DAM SAFETY PROVISIONS OF THE IDAH CODE AUTHORIZING STORAGE.
ALL WATER RIGHTS IDENTIFIED IN THIS TRANSFER WILL BE REGULATED BY THE WATERMASTER, OR DEPUTY OF THE WATERMASTER OF STATE WATER DIST 67, WEISER RIVER AND TRIBUTARIES.
THE HOLDER OF THE WATER RIGHTS IDENTIFIED IN THIS TRANSFER SHALL PROVIDE LOCKABLE CONTROLLING WORKS AND A TOTALIZING MEASURING DEVICES AT THE POINT OF DIVERSION FROM RUSH CREEK AND AT THE POIN 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 RIGHS SHALL INSTALL A LOCKABLE VALVE BY WHICH THE WATERMASTER OR HIS DEPUTY CAN PRE- VENT DIVERSION TO STORAGE UNDER RIGHT NOS 67-07704 & 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 RESERVOI 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 AT THE 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.
THE POINT OF EXCHANGE LOCATED IN NWSE, SEC 10, 15N, 03W IS THE POINT WHERE THE STORAGE WATER IS RELEASED FROM THE RESERVOIR BACK INTO RUSH CREEK.

4. csaxton 5/5/2006 Copied From Claim (2)
Comment: This right is a split from former right 67-7704.

5. csaxton 5/8/2006 POD
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 diver 3.57 cfs per licensing FE for 67-7704 (67-14587, 67-14588) and 67-7723 (67-14591, 67-14592). Analysis by Steve Lester in 1991 confirmed that the above rights are diverted through the same POD. Add condition 178 limiting all rights in combination to divert a maximum of 3.57 cfs.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14587 V1

Element Reviewed/Verified Dates:

| Element | Last Reviewed Date | Reviewer | Last Verified Date | Verifier | Status |
|---|---|---|---|---|---|
| Contacts | 5/5/2006 12:47:45 PM | csaxton | | | Active |
| Priority Date | 5/5/2006 12:48:12 PM | csaxton | | | Active |
| POD | 5/5/2006 12:48:30 PM | csaxton | | | Active |
| Source | 5/5/2006 12:50:13 PM | csaxton | | | Active |
| POU | 5/5/2006 12:50:33 PM | csaxton | | | Active |
| Use | 5/5/2006 12:51:39 PM | csaxton | | | Active |
| Quantity | 5/5/2006 12:58:55 PM | csaxton | | | Active |
| Summary | | | 05/05/2006 | csaxton | Active |

Verification Log:

| Element | Date Time Stamp | Reviewer | Log text |
|---|---|---|---|
| Contacts | 5/5/2006 12:48:10 PM | csaxton | (No) 1. Do you want to schedule an appointment?<br><br>Comment for 1: Recommended per TR 4148. |
| POD | 5/5/2006 12:50:01 PM | csaxton | Updated shape |
| POU | 5/5/2006 12:51:19 PM | csaxton | Updated shape for Active POU |
| POU | 5/5/2006 12:51:29 PM | csaxton | Updated PLS for Active POU |
| POD | 5/5/2006 12:49:28 PM | csaxton | Updated PLS |
| General | 5/5/2006 12:48:36 PM | csaxton | (No) 1. Should this water use have been included in a later court decree of the water rights from this source?<br>(Yes) 4. Is the basis of claim decree or license?<br>(Yes) 5. Does the decree or license have a Priority Date?<br>(Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ?<br>(Yes) 15. Is the basis of claim coded correctly?<br>(No) 16. Is a Priority Date remark and/or condition required? |
| POD | 5/5/2006 12:48:54 PM | csaxton | (Yes) 1. Is the basis of this claim a Decree or License?<br>(Yes) 4. Does the Decree or License have a POD?<br>(Yes) 5. Can the claimed POD be verified using the water right file?<br>(No) 10. Is a POD remark and/or condition required? |
| POD | 5/5/2006 12:49:17 PM | csaxton | Updated shape |
| POD | 5/5/2006 12:50:10 PM | csaxton | Updated PLS |

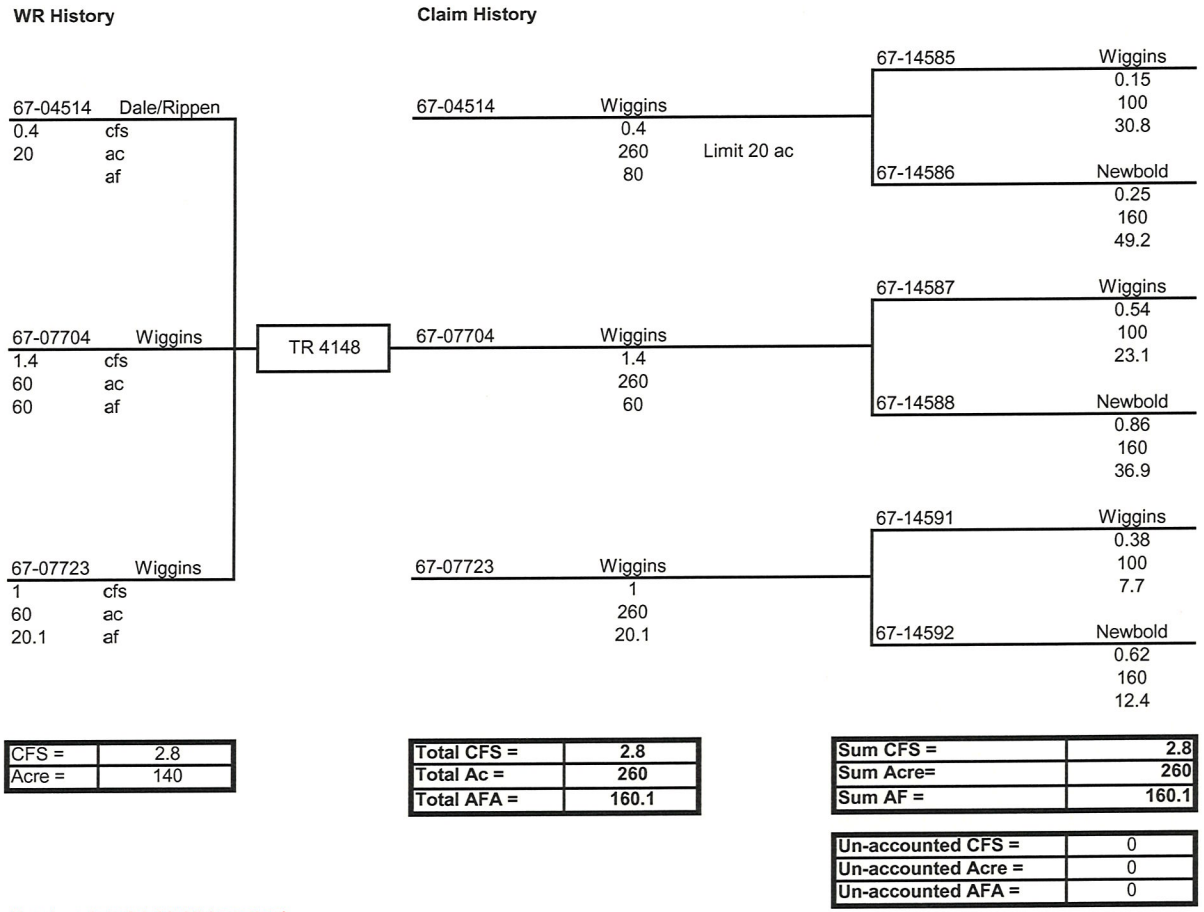
IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-14587 V1

| | | | |
|---|---|---|---|
| Source | 5/5/2006 12:50:38 PM | csaxton | (Yes) 1. Is the basis of claim Decree or License?<br>(Yes) 4. Does the Decree or License have a source?<br>(Yes) 5. Can the claimed source be verified using the water right file?<br>(No) 11. Is a Source remark and/or condition required? |
| POU | 5/5/2006 12:50:57 PM | csaxton | (Yes) 1. Is the basis of this claim a Decree or License?<br>(Yes) 2a. Is the POU required?<br>(Yes) 5. Does the Decree or License have a POU?<br>(Yes) 6. Can the claimed POU be verified using the water right file?<br>(No) 14. Is a POU remark and/or condition required? |
| Use | 5/5/2006 12:52:00 PM | csaxton | (Yes) 1. Is the basis of this claim a Decree or License?<br>(Yes) 4. Does the Decree or License have a Purpose of Use?<br>(Yes) 5. Can the claimed Purpose of Use be verified using the water right file?<br>(No) 13. Is a Purpose of Use remark and/or condition required? |
| Quantity | 5/5/2006 12:59:04 PM | csaxton | (Yes) 1. Is the basis of this claim a Decree or License?<br>(Yes) 4. Does the Decree or License have a diversion rate and/or volume?<br>(Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file?<br>(Yes) 8. Does the parent right have an annual diversion volume limit?<br>(Yes) 10. Is a irrigation a purpose of use?<br>(No) 12. Is a Quantity remark or condition required?<br>Description for Question 10 - Per License 67-7704 |
| Summary | 5/5/2006 1:09:24 PM | csaxton | (Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice?<br>(No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture?<br>(Yes) 5. Does this right have any combined use limits with other rights?<br>(Yes) 6. Is an additional remark and/or condition required?<br>(Yes) 7. Would you like to view the recommended right?<br>(Yes) 8. Is this a split or combined right?<br>(No) 9. Do you have documents you would like to attach or link to the file?<br>(Yes) 10. Would you like to set the verification date? |

Water Supply Bank:

# Split history for Decreed Right 67-07704




| | |
|---|---|
| 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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

# TRANSFER OF WATER RIGHT

**TRANSFER NO. 4148**
**WATER RIGHT NO(S). 67-04514/67-07704/67-07723**

This is to certify that: **KERMIT L WIGGINS**
**PO BOX 86**
**CAMBRIDGE ID 83610**

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

| BENEFICIAL USE | PERIOD OF USE | DIVERSION RATE | ANNUAL VOLUME |
|---|---|---|---|
| **Right No. 67-04514 :** | | | |
| IRRIGATION | 04/01 to 10/31 | 0.40 CFS | 80.0 AF |
| **Priority:** 05/01/1922 | | | |
| **Right No. 67-07704 :** | | | |
| IRRIGATION STORAGE | 01/01 to 12/31 | | 60.0 AF |
| IRRIGATION FROM ST | 04/01 to 10/31 | | 60.0 AF |
| DIVERSION TO STORA | 01/01 to 12/31 | 1.40 CFS | |
| **Priority:** 05/28/1986 | | | |
| **Right No. 67-07723 :** | | | |
| IRRIGATION STORAGE | 01/01 to 12/31 | | 20.1 AF |
| IRRIGATION FROM ST | 04/01 to 10/31 | | 20.1 AF |
| DIVERSION TO STORA | 01/01 to 12/31 | 1.00 CFS | |
| **Priority:** 10/01/1987 | | | |
| | **TOTAL:** | **2.80 CFS** | **160.1 AF** |

| SOURCE | TRIBUTARY OF |
|---|---|
| RUSH CREEK | WEISER RIVER |

**LOCATION OF POINT(S) OF DIVERSION:** SWNE , Sec. 3, Township 15N, Range 03W
**LOCATION OF POINT(S) OF EXCHANGE :** NWSE , Sec. 10, Township 15N, Range 03W
WASHINGTON County

**PLACE OF USE:** IRRIGATION

| TWN | RGE | SEC | | ACRES | | ACRES | | ACRES | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| 15N | 03W | 3 | NWSE | 40 | SWSE | 40 | SESE | 40 | 120 |
| | | 10 | NENE | 40 | NESW | 28 | NWSE | 32 | |
| | | | SWSE | 40 | | | | | 140 |
| | | | | | Total number of acres irrigated: | | | | 260 |

AUG 10 1994

**TRANSFER NO. 4148**
**WATER RIGHT NO(S). 67-04514/67-07704/67-07723**

**CONDITIONS/REMARKS:**

1. 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.
2. The change authorized by this transfer shall be accomplished within one (1) year of the date of this approval.
3. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.
4. 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.
5. The storage of water under Right Nos. 67-07704 & 67-07723 is contingent upon continued certification by the Department of Water Resources under the dam safety provisions of the Idaho Code authorizing storage.
6. Right No. 67-04514 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.
7. Approval of Transfer No. 4148 in no way confirms the claim to a water right, Right No. 67-04514. Validity of the claim will be ascertained in the Snake River Basin Adjudication.
8. 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.
9. The holder of the water rights identified in this transfer shall provide lockable controlling works and a totalizing measuring devices 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 prevent diversion to storage under Right Nos. 67-07704 and 67-07723 during periods of flow control.
10. 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.
11. 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.

AUG

**TRANSFER NO. 4148**
**WATER RIGHT NO(S). 67-04514/67-07704/67-07723**

**CONDITIONS/REMARKS:**

12. The Director maintains jurisdiction of this transfer for 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.
13. Right No. 67-04514 is limited to the irrigation of 20 acres in the place of use described above in a single irrigation season.
14. The point of exchange identified is the location where storage water is released from the reservoirs back into Rush Creek.

Dated this 21st day of June, 1994.

L. Glen Saxton
Chief, Water Alloc. Bureau

AUG 10 1994

State of Idaho
Department of Water Resources

# WATER RIGHT LICENSE

WATER RIGHT NO. 67-07704

**Priority:** May 28, 1986

Maximum Diversion Rate: 1.40 CFS
Maximum Diversion Volume: 60.0 AF

This is to certify, that KERMIT L WIGGINS
PO BOX 86
CAMBRIDGE ID 836100000 has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated October 9, 1985; and has submitted Proof of Beneficial Use on February 4, 1986. An examination indicates that the works have a diversion capacity of 3.570 cfs of water from:

RUSH CREEK tributary to **WEISER RIVER**

source, and a water right has been established as follows:

| BENEFICIAL USE | PERIOD OF USE | RATE OF DIVERSION | ANNUAL VOLUME |
|---|---|---|---|
| IRRIGATION STORAGE | 01/01 to 12/31 | | 60.0 AF |
| IRRIGATION FROM STORAGE | 04/15 to 10/15 | | 60.0 AF |
| DIVERSION TO STORAGE | 01/01 to 12/31 | 1.40 CFS | |
| | Totals | 1.40 CFS | 60.0 AF |

**LOCATION OF POINT(S) OF DIVERSION:** SWNE , Sec. 3, Township 15N, Range 03W
WASHINGTON County

**PLACE OF USE:** IRRIGATION STORAGE

| TWN | RGE | SEC | | ACRES | | ACRES | ACRES | TOTAL |
|---|---|---|---|---|---|---|---|---|
| 15N | 03W | 10 | NESW | 28 | NWSE | 32 | | 60 |
| | | | | | Total number of acres irrigated: | | | 60 |

**PLACE OF USE:** IRRIGATION FROM STORAGE, same as IRRIGATION STORAGE use

**CONDITIONS/REMARKS:**

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.

MICROFILMED
JUL 30 1992

State of Idaho
Department of Water Resources

# WATER RIGHT LICENSE

WATER RIGHT NO. 67-07704

CONDITIONS/REMARKS:

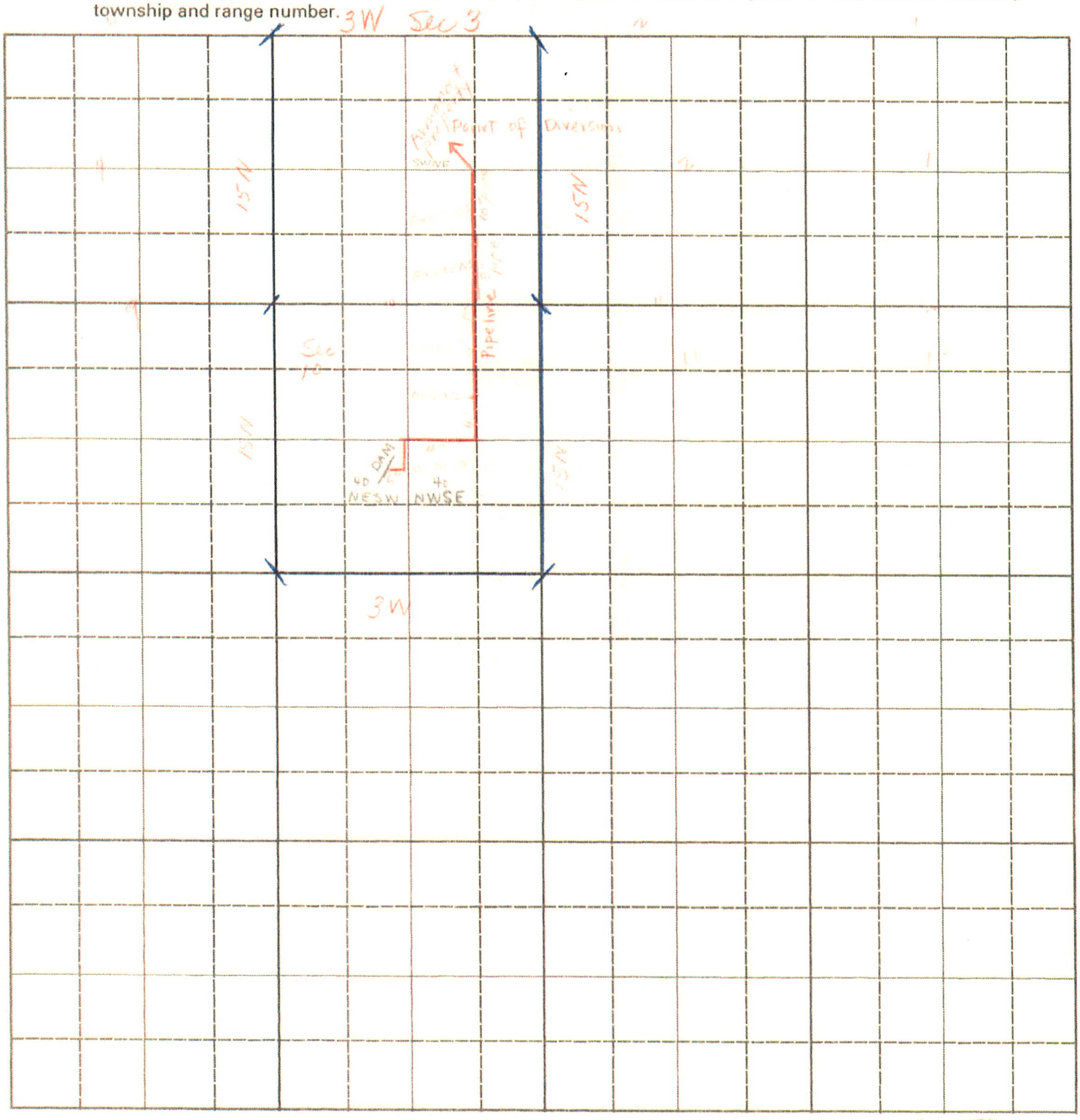
5. The issuance of this right in no way grants any right-of-way or easement across the land of another.
6. The storage of water is contingent upon continued certification by the Department of Water Resources under the dam safety provisions of the Idaho Code, authorizing storage.
7. Use of water under this water right will be regulated by the watermaster of State Water District No. 67.
8. Permanent measuring devices must be maintained in such a manner that the amount of water entering the reservoir and the amount of water released from the reservoir can be measured.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 25th day of JUNE, 1992.

Acting for R. Keith Higginson, Director

MICROFILMED
JUL 30 1992

13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.




Scale: 2 inches equal 1 mile.

MICROFILMED

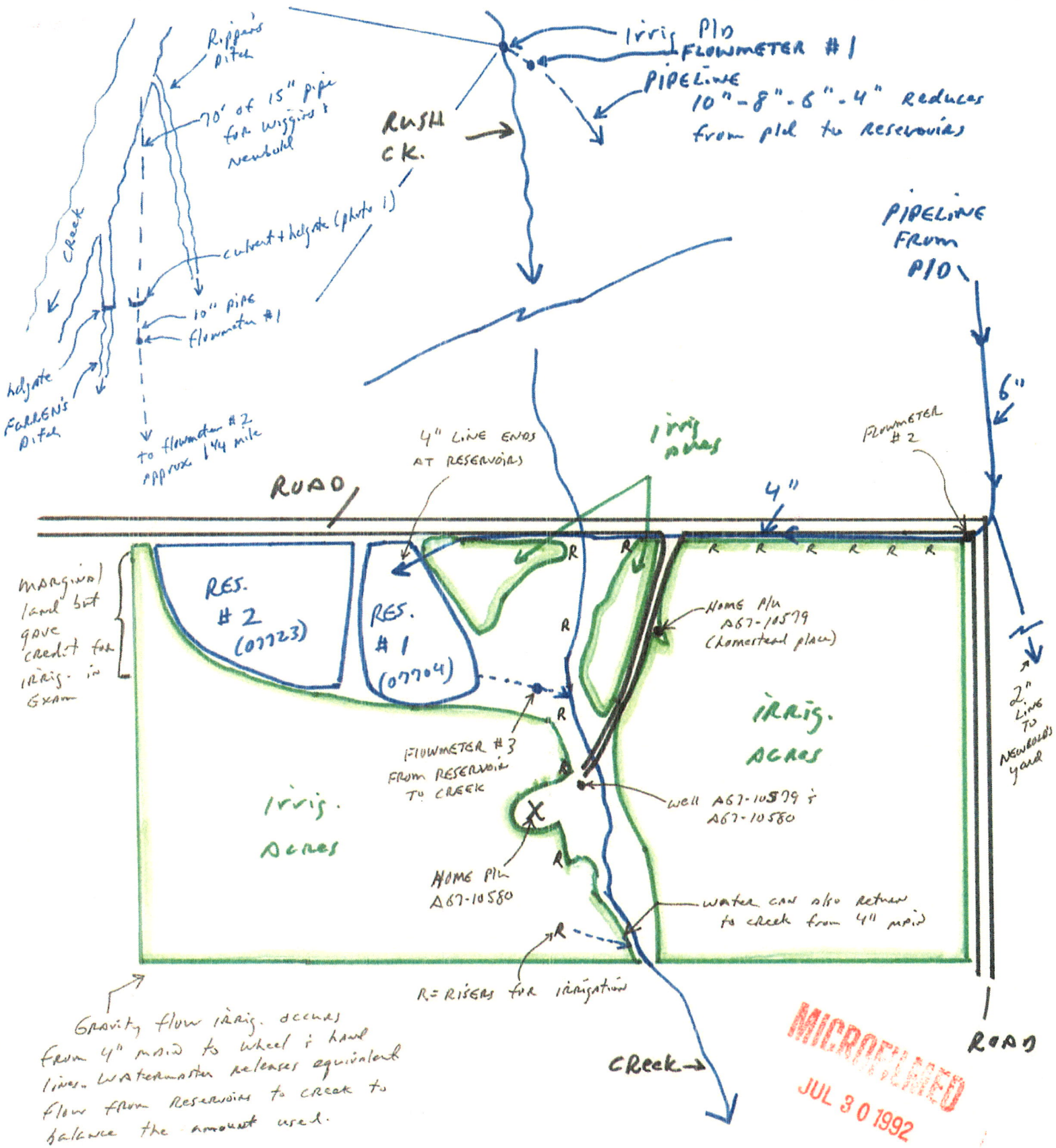
BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

$10.00 permit fee enclosed #45.00

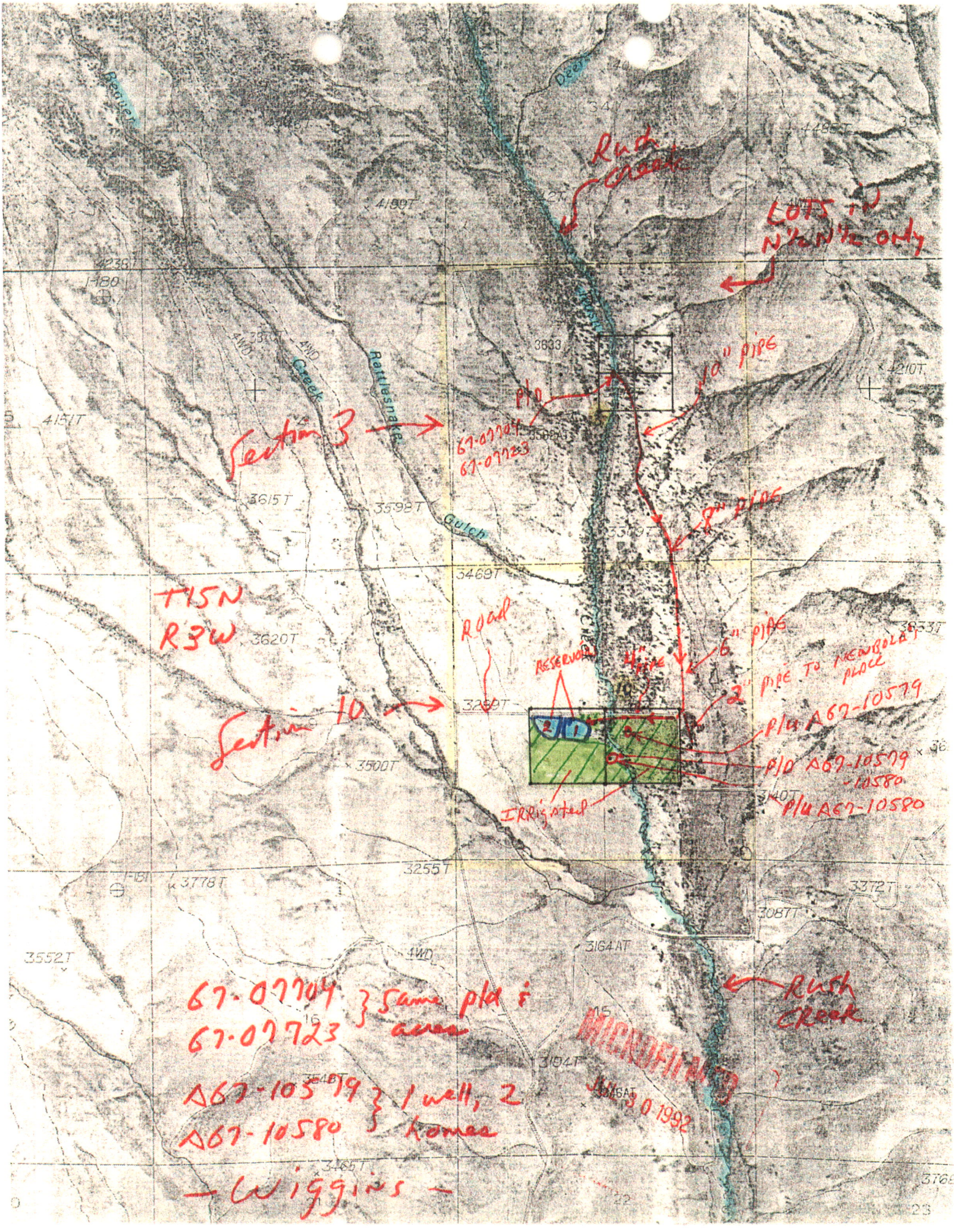
Mrs. Kermit L. Wiggins for Kermit
(Applicant)

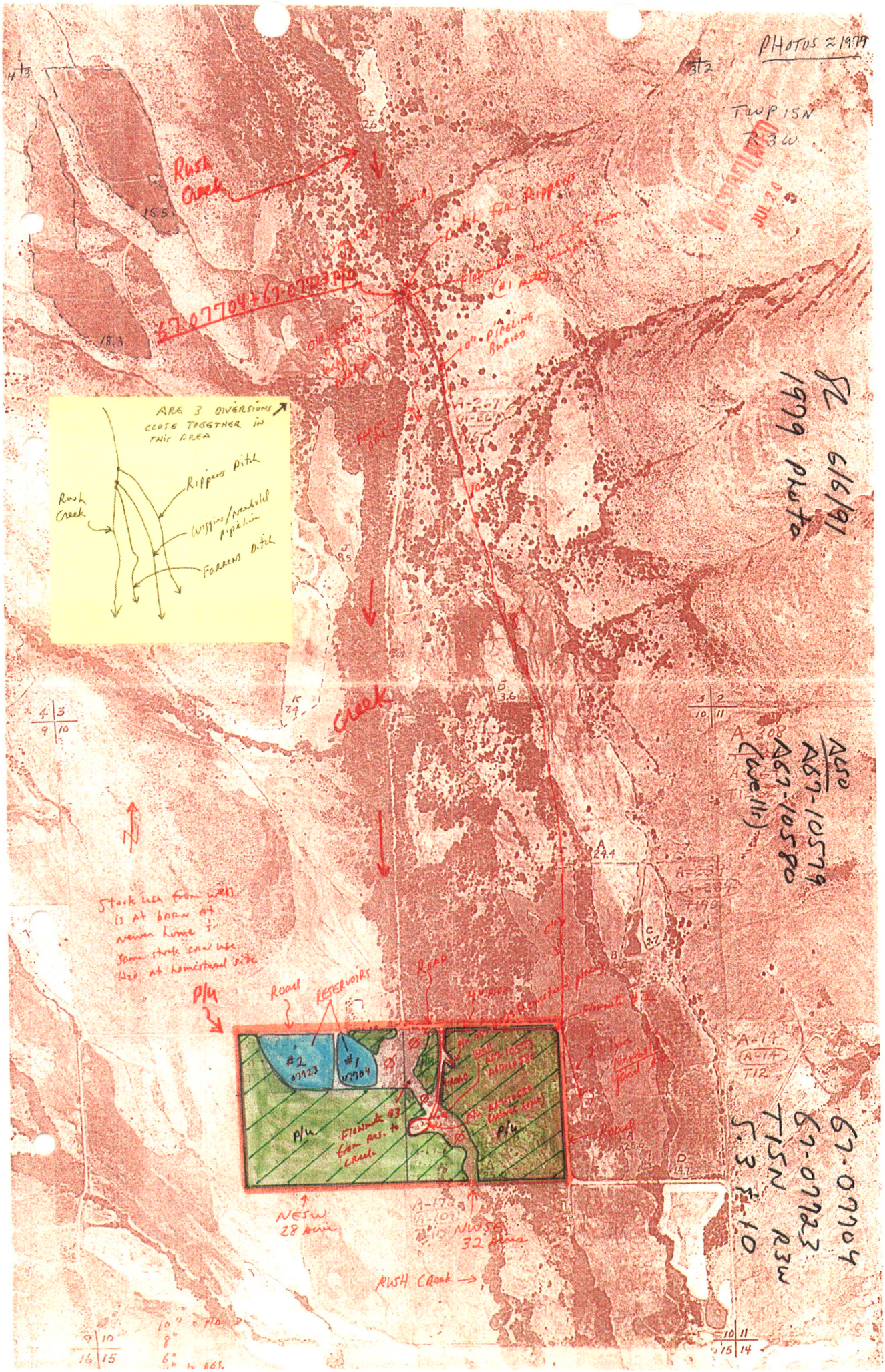
# SYSTEM DIAGRAM - Wiggins

67-07704 67-07723 & 67-10579 & 10580




MICROFILMED
JUL 30 1992


Rush Creek
LOTS 1 N½N½ only
10" pipe
P/O
67-07704
67-07723
Section 3
8" pipe
T15N
R3W
Road
RESERVOIR
4" pipe
6" pipe
2" pipe to Hemsbolat place
Section 10
P/O A67-10579
P/O A67-10579
-10580
P/O A67-10580
IRRIGATED
67-07704 } same pod &
67-07723 } same area
A67-10579 } 1 well, 2
A67-10580 } homes
- Wiggins -
Rush Creek
MICROFILMED
JUN 30 1992


PHOTOS ≈ 1979
T12
T1SN
R3W
Rush Creek
15.5
18.3
27.0770 47.0793 PD
ARG 3 DIVERSIONS CLOSE TOGETHER IN THIS AREA
Rush Creek
Rippers ditch
Higgins/manifold pipeline
Farrens ditch
Creek
Stock use from well is at barn at Vernon home
Some stock can use H2O at homestead site
P/U
Road
RESERVOIRS
#2 #1
P/U
NESW 28 acres
NWSE 32 acres
RUSH Creek
A-14
T12
T1SN R3W
S.3 T.10
47.0770 47.0793
6/6/91
1979 photo
AG-105579
AG-105580
(Lee Hill)

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 67-14587
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: 05/28/1986

3. Source: RUSH CREEK , RUSH CREEK Trib. to: WEISER RIVER , 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 | |
| 15N | 03W | 10 | NW SE | | WASHINGTON | R |

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 STORAGE | 01/01 | 12/31 | | 23.1 |
| IRRIGATION FROM STORAGE | 04/01 | 10/31 | | 23.1 |
| DIVERSION TO STORAGE | 01/01 | 12/31 | 0.54 | |

7. Total Quantity Appropriated is:

0.54 C.F.S. and/or 23.1 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 | | IRR FROM STORAGE | 28 |
| | | | NW | SE | | IRR FROM STORAGE | 32 |
| | | | SW | SE | | IRR FROM STORAGE | 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:

GRAVITY PRESSURE SYSTEM TO FILL RESERVOIRS.
LOWER RESERVOIR ALSO CATCHES RUN-OFF.
CLAIM AMENDED PER TRANSFER NO 4148 APPROVED 6/21/94.
SEE ALSO ADDITIONAL CONDITIONS OF APPROVAL AS LISTED ON THE COPY OF APPROVED TRANSFER NO 4148 IN FILE.
THE STORAGE OF WATER UNDER RIGHT NOS 67-07704 & 67-07723 IS CONTINGENT UPON CONTINUED CERTIFICATION BY THE DEPARTMENT OF WATE RESOURCES UNDER THE DAM SAFETY PROVISIONS OF THE IDAH CODE AUTHORIZING STORAGE.
ALL WATER RIGHTS IDENTIFIED IN THIS TRANSFER WILL BE REGULATED BY THE WATERMASTER, OR DEPUTY OF THE WATERMASTER OF STATE WATER DIST 67, WEISER RIVER AND TRIBUTARIES.
THE HOLDER OF THE WATER RIGHTS IDENTIFIED IN THIS TRANSFER SHALL PROVIDE LOCKABLE CONTROLLING WORKS AND A TOTALIZING MEASURING DEVICES AT THE POINT OF DIVERSION FROM RUSH CREEK AND AT THE POIN 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 RIGHS SHALL INSTALL A LOCKABLE VALVE BY WHICH THE WATERMASTER OR HIS DEPUTY CAN PRE- VENT DIVERSION TO STORAGE UNDER RIGHT NOS 67-07704 & 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 RESERVOI 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 AT THE 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.
THE POINT OF EXCHANGE LOCATED IN NWSE, SEC 10, 15N, 03W IS THE POINT WHERE THE STORAGE WATER IS RELEASED FROM THE RESERVOIR BACK INTO RUSH CREEK.

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

The issuance of this right does not grant any right-of-way or easement across the land of another.

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

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

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

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

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

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.

This right is a split from former right 67-7704.

**15. Basis of Claim: License**

16. Signature(s)