

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: **A37-07636B**
Date Received: 10/ 4/1989
Receipt No: X777777
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name:	NOEL HICKS	208-764-2730
Address:	RT 1 BOX 1094	
	FAIRFIELD ID	83327
AND/OR		
Name:	GIGI HICKS	208-764-2730
Address:	RT 1 BOX 1094	
	FAIRFIELD ID	83327

2. Date of Priority: JUN 24, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01S	15E	27	NW	NE	NW		CAMAS

5. Description of diverting works:
WELL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.160		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	15E	27	NE	NW		IRR	13.0
			SE	NW		IRR	7.0
Section Acres							20.0
Total Acres							20.0

11. Place of use in counties: CAMAS

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

13. Other Water Rights Used:
A37-02541

14. Remarks:

THIS RT. WHEN COMBINED WITH ALL OTHER RTS. SHALL PROVIDE NO MORE THAN 0.02 CFS/AC NOR MORE THAN 3.0 AF/AC FOR THE LANDS ABOVE.

6/10/98 TF; THIS RIGHT WAS SPLIT FROM A37-07636 PURSUANT TO
HICKS PURCHASING 20 ACRES FROM WATTS.

15. Basis of Claim: LICENSE

JAN 12 1998

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Southern 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).: A37-07636
Adjudication Claim No(s).: AJ5809NP
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant: BARBARA WATTS
RT 1 Box 1092
FAIRFIELD ID 83327
4. New Owner/Claimant(s):
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
NOEL + GIG. HICKS
New Mailing Address: RT 1 Box 1094 Fairfield ID
83327
City, State and ZIP Code:
New Telephone Number: (208) 764 2730
5. Date you acquired the property: Dec 30/97
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 20 Number and type of stock _____
Diversion rate in CFS ~~2.5~~ Number of homes 1 Other uses _____
0.16 (one sixteenth share)
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): Noel W. Hicks
- (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: 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..



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

June 10, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

NOEL HICKS
GIGI HICKS
RT 1 BOX 1094
FAIRFIELD ID 83327

RE: OWNERSHIP CHANGE FOR ADJUDICATION CLAIM A37-07636 (PART)

Dear Claimant(s):

Thank you for returning the NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP form. Our records, however, cannot be updated without the required information listed under item 2 of the ownership change form. Specifically, we need a copy of your warranty deed, title policy or contract of sale (with attached legal description).

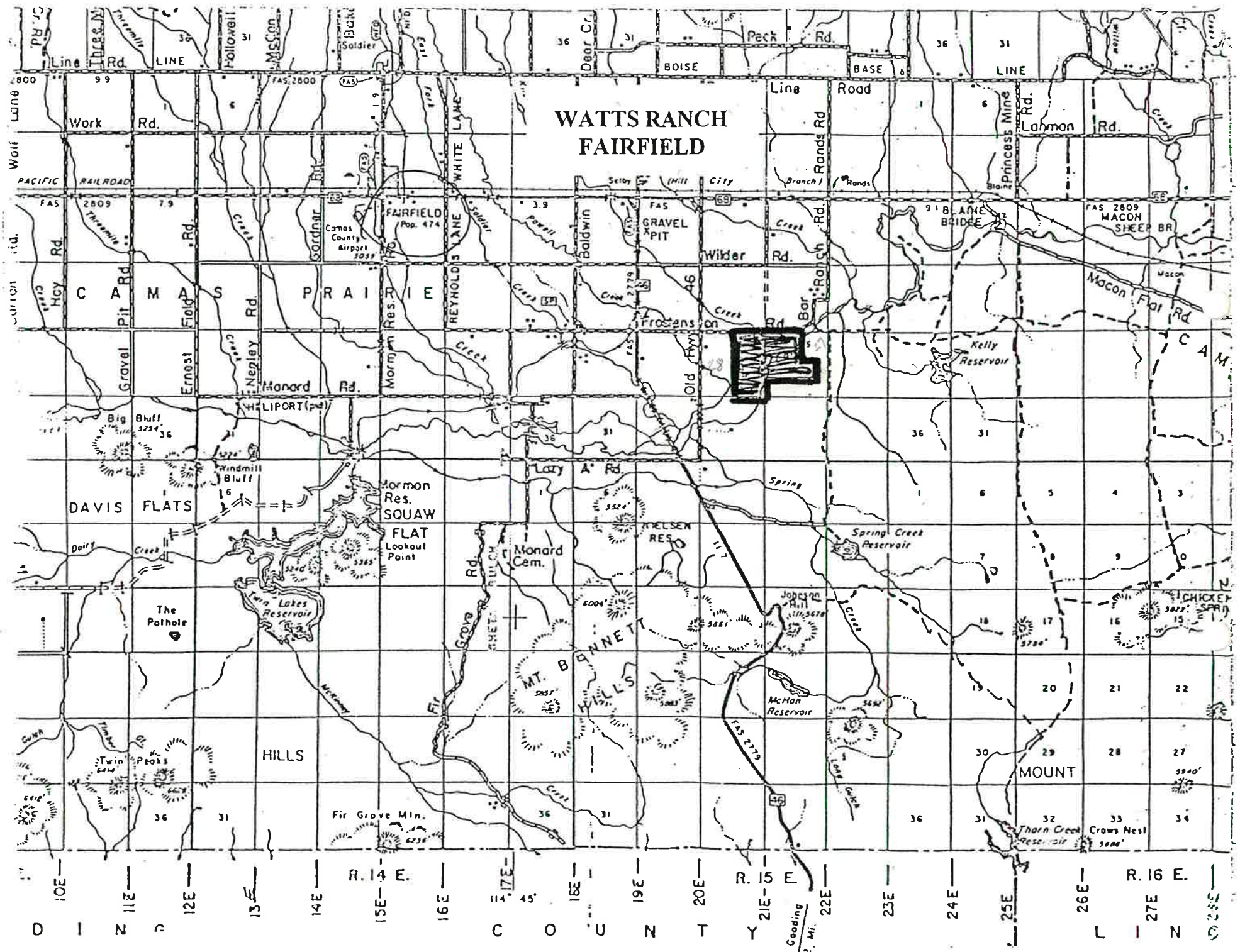
I am returning your original ownership change form. Please attach the required information and return the entire packet to me in the enclosed self-addressed envelope. As soon as I receive this information, I will update our records and notify you by mail when the changes have been completed.

Thank you for your prompt attention to this matter and should you have any questions please feel free to contact me.

Sincerely,

Trish Fawcett
Technical Records Specialist

enc.



DEC. 30. 1997 10:46AM
DEC. 5. 1997 2:46PM
TO: D HENDERSON

NORWEST 2087336510
NORWEST 2087336510

NO. 000 334 2 1 1

*Legal Description of Hicks 20
Acres*

The property location outlined in the following 20 acre rectangular parcel is as follows: starting in the NE corner of the NW1/4 of section 27, T1S, R15E, extending 428 feet due West, 2,036 feet due South, 428 feet due East, 2,036 feet due North - intersecting NE corner of the NW1/4 of section 27, T1S, R15E.

HICKS LEGAL DESCRIPTION

7341061

AJ5809NP
No. A37-07636

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 12/15/97
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BARBARA A WATTS RT 1 BOX 1092 FAIRFIELD ID 83327 (208) 764-2323	06/24/1977	IRRIGATION	04-01 11-01	2.56 CFS	
TOTAL DIVERSION:					2.56 CFS	
CONSUMPTIVE USE:						815.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:

T01S R15E S27

NWNEUW

CAMAS County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
01S	15E	27	:							32	32	24	40			40	30			:	198.0
01S	15E	28	:	39		39		25		25										:	128.0
																			TOTAL ACRES	:	326.0

POU County: CAMAS

Non-Irrigation Uses: NONE.

Other Rights: A37-02541

Remarks: GEN THIS RT. WHEN COMBINED WITH ALL OTHER RTS. SHALL PROVIDE NO MORE
THAN 0.02 CFS/AC NOR MORE THAN 3.0 AF/AC FOR THE LANDS ABOVE.

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

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

Audit: 10/04/89 MERRITT 03/30/93 ROBERTSO 03/30/95 POST-STD

Real Estate Purchase and Sale Agreement

Purchase Price \$80,000.00 Eighty thousand dollars and no/100 Dollars

Seller: Barbara Watts

Buyer: Gigi and Noel Hicks

Property Address: Rt. 1, P.O. Box 1094, Fairfield, Idaho 83327

Legal Description: see attached legal (20 acres)

City: Fairfield

County: Camas

State: Idaho

Buyer hereby agrees to buy, and Seller agrees to sell, the property on the following terms and conditions:

Terms The purchase price is payable as follows:

\$80,000.00 Cash, cashier's check, or certified funds at closing, including Earnest Money.

Seller Financing - See Financing/Other Terms.

Other

\$ Total Purchase Price - Not including closing costs.

Earnest Money \$4,000.00 Four thousand dollars and no/100 Dollars

Evidenced By: To Be Held By: Other Remarks:

☒ Personal Check ☒ Listing Broker

☐ Cashier's Check ☐ Selling Broker

☐ Promissory Note ☐ Title Company

Earnest Money to be deposited in trust account upon acceptance of this agreement by all parties.

Offer Expires On Date: Time:

Closing Date 12/30/97 **Possession Date:** ☒ On the closing date ☐

Inspections

N/A ☒

This offer is contingent upon Buyer's inspection of the premises and acceptance of the condition of the premises. Buyer shall have the right to conduct inspections, tests, surveys and other studies ("inspections") at Buyer's sole cost. Seller shall provide reasonable access for such inspections. Buyer shall indemnify Seller and hold Seller harmless from all injury, loss or liability regarding such inspections. If Buyer has not waived or satisfied this contingency in writing on or before then this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

Financing This Agreement is contingent upon Buyer securing the following financing:

N/A ☒

Buyer agrees to make a best effort to obtain such financing and to make written application within business days after acceptance of this agreement by both parties. If Buyer has not waived or satisfied this contingency in writing on or before

this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), unless on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

New Loan ☒ Type of Loan: Other Terms:
Assume Existing ☐ Conv. ☐
FHA ☐
VA ☐
Total Points _____ Fixed Rate ☐
Amount _____ Adj. Rate ☐
Maximum % Rate _____
Years _____

Document # 20634 **Date** 11/19/97

Sale of Buyer's PropertyN/A ☒

This offer is contingent on the closing of a sale of Buyer's property located at:

Listed By:

If Buyer has not waived or satisfied this contingency in writing on or before

then this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), **unless** on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

Bump ClauseN/A ☒

Seller shall have the right to continue to offer the herein premises for sale and to accept offers until such time as said contingencies have been waived or removed by Buyer. Should Seller receive another acceptable offer to purchase, Seller shall give Buyer written notice of such new offer. In the event the Buyer does not waive or satisfy all contingencies in writing within after the receipt of such notice then this Agreement shall terminate and all deposits returned to Buyer less expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement. In the event the Buyer does waive or remove the contingencies, the Buyer shall proceed to purchase the premises under the remaining terms and conditions of this Agreement, notwithstanding that the terms of the new offer may be more or less favorable. Notice shall be considered given on the earlier of either personal delivery of notice to the Buyer or his/her representative or two calendar days following the date of mailing evidenced by the postmark on the envelope containing such notice. All notices shall be sent to the addresses shown on this Agreement.

Other ContingenciesN/A ☒

If Buyer has not waived or satisfied this/these contingency(ies) in writing on or before

then this Agreement shall terminate and the earnest money shall be refunded to Buyer (less any expenses incurred on behalf of Buyer pursuant to the "Costs Paid By" section of this agreement), **unless** on Buyer's request Seller extends the deadline in writing prior to expiration of the above deadline, in which case the new deadline shall control this contingency.

Lead-Based Paint The subject property is *larger housing* (built prior to 1978) regarding lead-based paint and/or lead-based paint hazards: NO ☐ YES ☐. If "YES", then the Lead-Based Paint Contingency Addendum must be attached to and made a part of this contract. N/A

Included Items (In addition to para 4 on pg 3.)**Excluded Items** N/A

The right to enough water to irrigate 20 acres from the existing 3,500 gal. per minute well.

Costs To Be Paid By	Appraisal	Loan Assumpt	Title Ins.	Well Inspt.	Septic Inspt.	Septic Pumping	Closing Agent Fee	Assess-ments	Closing Escrow fee	Title Ins. extended
Buyers	☐	☐	☐	☐	☒	☐	☐	☐	☒	☒
Sellers	☒	☐	☒	☒	☐	☐	☐	☐	☐	☐
Share Equally	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
N/A	☐	☒	☐	☐	☐	☒	☐	☒	☐	☐

Document # 20634**Date** 11/19/97

Additional Terms

This sale is subject to splitting off a twenty (20) acre parcel, including the gray home and enough water rights from the existing 3,500 gal. per minute well to irrigate the twenty acres. Also subject to the appraised value being at least \$80,000.00. Seller agrees to pay for cost of appraisal and all costs related to splitting property for the purpose of this sale.

Agents

Listing Agent Judy Cash
Agency Sun Land Investments, Inc.
Phone 208/726-1229

Selling Agent Judy Cash
Agency Sun Land Investments, Inc.
Phone 208/726-1229

Responsible Closing Broker/Office: Sun Land Investments, Inc.
Responsible Closing Agency/Title Co: First American Title

Representation Confirmation

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.

In this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S)
("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(S)
("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.

Other Standard Terms

1. **Withdrawal of Offer** - Buyer can withdraw offer at any time before written acceptance by notifying selling broker's office in writing.

2. **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. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes, insurance, and assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the Closing date.

3. **Closing Costs** - Costs in addition to those listed may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if Seller's loan is assumed.

4. **Included Items** - All attached floor coverings, attached television antennae, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, or shrubbery, water heating apparatus and fixtures, attached fireplaces and free-standing fireplaces, 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 water and water rights, and all ditches and ditch rights that are appurtenant thereto shall be included in the sale unless otherwise provided herein.

5. **Disclosure** - If required by Title 55, Chapter 25 Idaho Code, Seller shall within ten (10) days after the execution of this agreement provide to the Buyer "Sellers' Property Disclosure Form" and Buyer shall have three (3) business days from receipt of the disclosure report to rescind the offer based upon information contained in the report.

Document # 20634

Date 11/19/97

6. Existing Loans - Within three (3) business days of acceptance, Seller shall provide Buyer with all Notes and Deeds of Trust or other financing documents to be assumed or taken subject to. Within five (5) business days of receipt thereof, Buyer shall in writing notify Seller of his/her approval or disapproval of the terms of said documents. Buyer's approval shall not be unreasonably withheld.

7. Business Day - "Business Day" in this agreement shall mean Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined by Idaho Code, Section 67-5302(12).

8. Counterparts/Facsimile Transmission - This agreement may be executed in one or more counterparts, each is deemed to be the original hereof, and all of which together constitute one and the same instrument. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of the original. At the request of either party, or the Closing Agency, the parties will confirm facsimile transmitted signatures by signing an original document.

9. Title Insurance - The Seller shall within a reasonable time after closing furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a commitment of title insurance policy showing the condition of the title to said premises. Buyer shall have five (5) business days from the receipt of the commitment or until twenty-four (24) hours prior to the closing, whichever is less, within which to object to the condition of the title as set forth in the commitment. If the Buyer does not object, the Buyer shall be deemed to have accepted the conditions of the title.

10. Extended Coverage Title Policy - A standard policy of title insurance does not cover certain potential problems or risks such as liens (i.e., a legal claim against premises for payment of some debt or obligation), boundary disputes, claims of easement, and other matters of claims if they are not of public record at the time of closing. However, under Idaho law such potential claims against the premises may have become a legal obligation before the purchase of the home and may not yet be of public record until after the purchase. Title Insurance companies may be able to issue an "extended coverage" policy for an additional premium.

In addition to the premium for extended coverage title policy, there may be other costs involved, i.e., survey, additional closing fees. Such a policy may protect the Buyer against such problems. It is recommended that the Buyer talk to a title insurance company about what it offers in the way of extended coverage. Only the policy itself shows exactly what type of coverage is offered, so contact a title company for particulars.

11. Title Conveyance - Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. No liens, encumbrances, defects, except those which are to be discharged or assumed by Buyer or to which title is taken subject to, shall exist unless otherwise specified in this agreement.

12. Default by Buyer - If the Buyer defaults in the performance of this agreement, Seller will have the option of (1) accepting the Earnest Money as liquidated damages and this agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Seller may be entitled. In the case of option (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 or on behalf of Seller and Buyer related to the transaction, as set forth in the "Costs Paid By" section above, and said holder shall pay any balance of the Money, one-half (1/2) to the Seller and one-half (1/2) to the Seller's broker, provided that the amount to be paid to the 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 the Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture.

13. Default by Seller - It is agreed that if the title of said premises is not marketable, or cannot reasonably be made so within twenty (20) business days after notice containing a written statement of defects is delivered to the Seller, or if the Seller, having approved the sale fails to consummate the same as herein agreed, the Buyer has the option of: (1) having the Earnest Money returned to the Buyer and the Seller shall pay for the cost of title insurance, escrow and legal fees, if any, and this agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Buyer may be entitled.

Document # 20634

Date 11/19/97

the holder of the Earnest Money shall be entitled to file an interpleader action in a court of competent jurisdiction, as provided by statute.

15. Attorney's Fees - If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorneys' fees including such costs and fees on appeal and in any bankruptcy proceeding.

16. Risk of Loss - Prior to closing of this sale, all risk of loss shall remain with Seller. In addition should the premises be materially damaged by fire or other cause prior to the closing, this agreement shall be voidable at the option of the Buyer. Buyer shall give written notice of intent to void the agreement to Seller or Seller's agent and shall be entitled to a full refund of the earnest money.

17. Time is of the Essence In this agreement.

negotiations respecting such matters. No agreements, representations, or warranties including, without limitations, any warranty of habitability, not expressly set forth herein shall be binding on either party.

19. Agent Representations - The agents representing the Buyer and Seller in this transaction do not make any representations regarding flood plain, avalanche zone, hazardous waste, environmental or health hazards, code compliance, survey data, finished square footage, property size, zoning or other physical factors nor do the agents make any representations regarding law or taxation, unless specifically set forth in writing in this Agreement. The Buyer and Seller specifically waive all claims against the agents regarding any of these matters which are not specifically included in this agreement. It may be diligent and prudent for the Seller and/or Buyer to employ the services of qualified independent professionals who perform services or provide opinions regarding these matters, and the Agents may, during the course of this transaction, identify such individuals or entities. However, Agents are not warranting in any way the services or opinions provided by such individuals or entities, and the Buyer and Seller specifically waive any and all claims against the Agents regarding such identification.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Buyer(s) Acceptance Buyer hereby acknowledges having read this agreement in its entirety, including the Other Standard Terms, and having received a copy of this Agreement.

X

Buyer's Signature

Date

Nov 17/97

X

Buyer's Signature

Date

Nov 17/97

Printed Name Noel Hicks
Address Rt. 1 P.O. Box 1094
City, State, Zip Fairfield, ID 83327
Home Phone 208/764-2730
Business Phone

Printed Name Noel Hicks
Address Rt. 1, P.O. Box 1094
City, State, Zip Fairfield, ID 83327
Home Phone 208/764-2730
Business Phone

Seller(s)

Acceptance

On the specified date, Seller acknowledges having read this agreement in its entirety, including the Other Standard Terms provisions, and Seller hereby approves and accepts the sale set forth in the above agreement: ☒ "As-Is" ☐ Subject to attached Counteroffer.
Seller agrees to carry out all of the terms thereof on the part of the Seller and acknowledges receipt of a true copy of this Agreement signed by all parties.

X

Seller's Signature

Date

Barbara Watts 11/20/97

Printed Name BARBARA WATTS
Address RT 2 BOX 415A
City, State, Zip MADILL, OK 73446
Home Phone 580 795-5467
Business Phone SAME

X

Seller's Signature

Date

Printed Name
Address
City, State, Zip
Home Phone
Business Phone

Document #

20634

☐ See Counteroffer ☐ See Addendum

21-Apr-1989 11:44

Hailey Realty
P.O. Box 75
Hailey, Idaho 83333

A37-00444
00444
02541
07634

RE: Rose & Watts Property

Dear Susan McCoy:

Please find enclosed a computer listing of all water rights which are appurtenant to Sections 27 & 28 of Twp. 1 S, Rge 15 E, B.M. The Rose and Watts Property may or may not have an interest in these rights.

Please also find enclosed both long and short adjudication claim forms with instructions for recording the water uses on the property.

Please note that the Camas County deadline for filing timely claims is tentatively set for Nov. 16, 1989.

If you have questions or need further assistance please feel free to contact our office.

Sincerely,

Allen D. Merritt, P.E.
Water Rights Supervisor

MICROFILME
NOV 27 1996

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: A37-07636
Date Received: 10/06/1988
Receipt No: 5009621
Received By: Adm

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BARBARA A. WATTS 209-524-0801
Address: 6216 WEST PALM
WINTON, CA 95388

2. Date of Priority: JUN 24, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
01S	15E	27	NW	NE	NW		CAMAS

5. Description of diverting works:
WELL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.560		

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

8. Total consumptive use is 815.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
01S	15E	27	NE	NW		IRR	32.0
			NW	NW		IRR	32.0
			SW	NW		IRR	24.0

A37-07636

Page 1

Date: 10/04/89

MICROFILMED
FEB 24 1993

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
01S	15E	27	SE		NW		IRR	40.0
			NE		SW		IRR	40.0
			NW		SW		IRR	30.0
			Section Acres					198.0
		28	NE		NE		IRR	39.0
			NW		NE		IRR	39.0
			SW		NE		IRR	25.0
			SE		NE		IRR	25.0
			Section Acres					128.0
			Total Acres					326.0

11. Place of use in counties: CAMAS

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

13. Other Water Rights Used:
A37-02541

14. Remarks:
THIS RT. WHEN COMBINED WITH ALL OTHER RTS. SHALL PROVIDE NO MORE
THAN 0.02 CFS/AC NOR MORE THAN 3.0 AF/AC FOR THE LANDS ABOVE.

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: 0

For Individuals:

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

Signature of Claimant(s): Barbara A. Watts Date: 10/4/89

Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 4th day
of Oct. 19 89
[Signature]
Notary Public

Seal

Residing at Kimberly, ID
My Commission Expires 6/30/92



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 2148 4th Ave. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

.Sept. 19, 1989

.BARBARA A WATTS
.6216 WEST PALM
.WINTON CA 95388

Re: A37-07636
A37-02541
A37-00446
A37-00445
A37-00444

Dear Claimant(s):

Please review the computer generated claim(s) for accuracy. In a few instances clarifications may have been added by the Department at the time of data entry. If you have any questions or objections regarding the computer record of your claim(s), please contact this office.

Yours truly,

A handwritten signature in cursive script, appearing to read 'Judy'.

Judy Givens
Adjudication Secretary

/jg

Enclosures:

MICROFILMED
FEB 24 1993

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: **A37-07636**
Date Received: 10/ 4/1989
Receipt No: S009621
Received By: _____

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

1. Name: BARBARA A. WATTS
Address: RT 1 BOX 1092
FAIRFIELD ID 83327
208-764-2323

2. Date of Priority: JUN 24, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01S	15E	27	NW	NE	NW		CAMAS

5. Description of diverting works:
WELL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.560		

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

8. Total consumptive use is 815.0 Acre Feet Per Annum

9. Non-irrigation uses:
NONE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
01S	15E	27	NE	NW		IRR	32.0
			NW	NW		IRR	32.0
			SW	NW		IRR	24.0
			SE	NW		IRR	40.0

MICROFILMED
OCT 25 1994

CHANGE IN ADDRESS OF NOTICE OF CLAIM

[] Water Right Number (s): A37-07636 A37-00446

A37-02541

A37-00444

[] Old Mailing Address: 6216 W. PALM AVE.

WINTON, CA 95388

[] New Mailing Address: ROUTE 1, Box 1092

FAIRFIELD, ID 83327

New Telephone Number: (208) 764-2323

[] Signature of Claimant: Barbara C. Watts

Date: 3/25/93

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: By:

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: By:

RECEIVED

MAR 29 1993

Department of Water Resources
Southern Region Office

MICROFILMED

OCT 25 1994

03/14/2006

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

RIGHT NUMBER: 37-7636B
NAME AND ADDRESS: GIGI HICKS
RT 1 BOX 1094
FAIRFIELD ID 83327

NOEL HICKS
RT 1 BOX 1094
FAIRFIELD ID 83327

SOURCE: GROUND WATER
QUANTITY: 0.160 CFS
54.000 AFY
PRIORITY DATE: 06/24/1977
POINT OF DIVERSION:

TRIBUTARY:

T01S R15E S27 NWNENW Within CAMAS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 11/01	0.160 CFS 54.00 AFY

PLACE OF USE: IRRIGATION Within CAMAS County

T01S R15E S27	NENW	11.00	T01S R15E S27	SENEW	7.00
---------------	------	-------	---------------	-------	------

18 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

This right when combined with all other rights shall provide no more than 0.02 cfs/acre nor more than 3.0 af/acre for the lands above.

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.



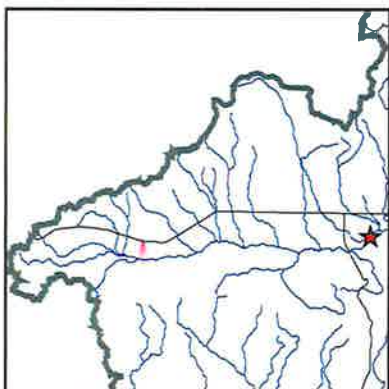
Idaho Department of Water Resources

Adjudication Claim:

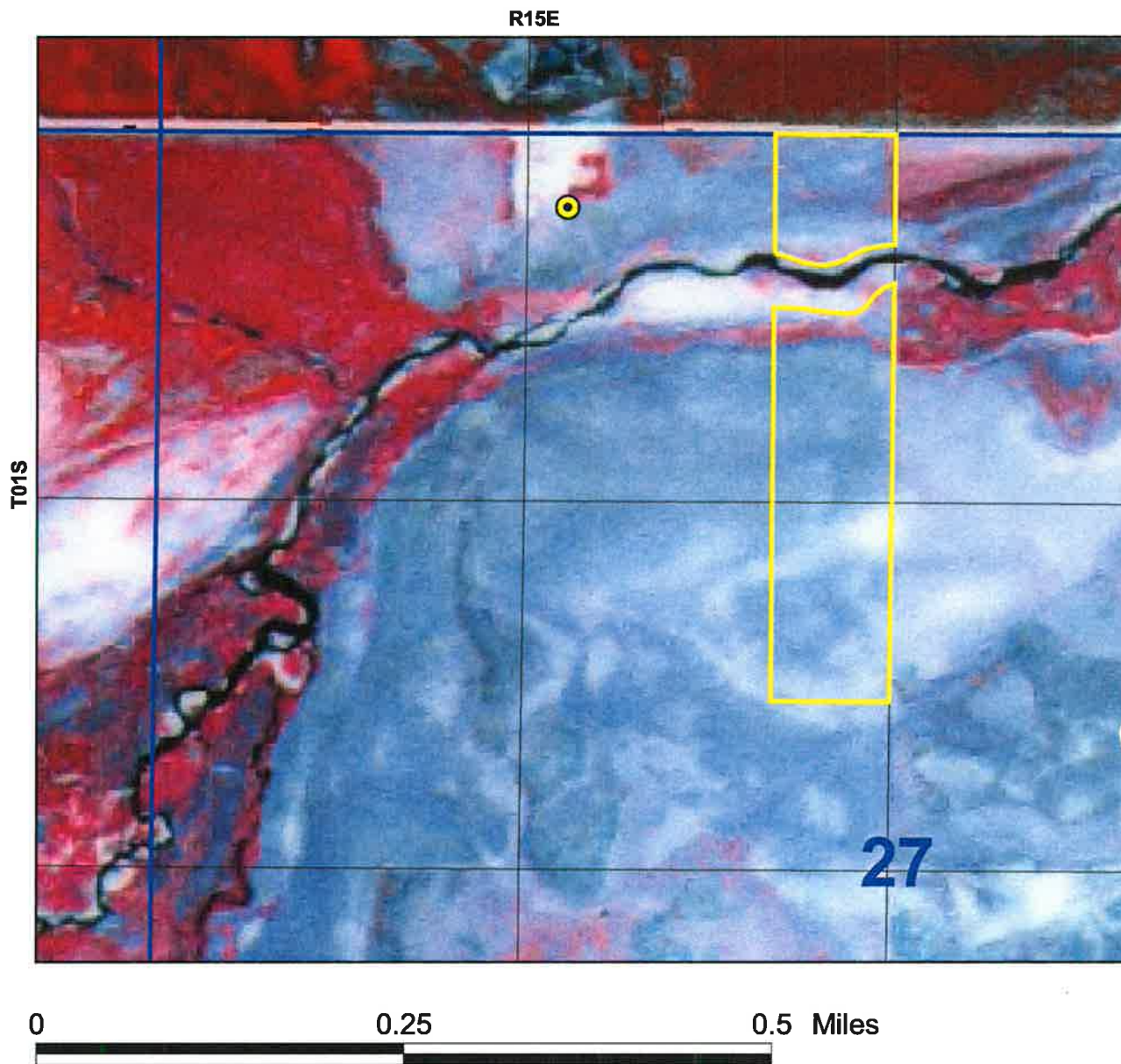
37-7636B

Legend

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



Camas County
IDWR Basin 37



Prepared by M. Anders
On Tuesday, March 14, 2006
1987/88 Aerial Photography

sources
Bureau
720
0-0098

- ☒ Forwarding Order Expired
- ☐ Insufficient Address
- ☐ Moved, Left No Address
- ☐ Unclaimed ☐ Refused
- ☐ Attempted - Not Known
- ☐ No Such Street
- ☐ No Such Number
- ☐ No Receptacle
- ☐ Deceased
- ☐ Vacant

FIRST CLASS



02 1A
0004310839
\$ 00
DEC 05
MAILED FROM ZIP CODE

RECEIVED

DEC 14 2006

DEPARTMENT OF
WATER RESOURCES

37-7636B



- ☐ Not Deliverable An Addressed
- ☐ Unable To Forward
- ☐ Insufficient Address
- ☐ Moved, Left No Address
- ☐ Unclaimed ☐ Refused
- ☐ Attempted, Not Known
- ☐ No Such Street ☐ Number
- ☐ Vacant ☐ Illegible
- ☐ No Mail Receptacle
- ☐ Box Closed-No Order
- ☐ Returned For Better Address
- ☐ Postage Due

GIGI HICKS

NOEL HICKS
RT 1 BOX 1094
FAIRFIELD ID 83327

Adjudication Claim Notes

Claim(s): 37-7636B

Background Data

- Source is Groundwater
- 37-7636 originally licensed for 2.56 cfs for Irrigation of 326 acres (0.008 cfs/acre)
 - SRBA claims
 - 37-7636A claimed 2.4 cfs for Irrigation of 306 acres (0.008 cfs/acre)
 - 37-7636B claimed 0.16 cfs for Irrigation of 20 acres (0.008 cfs/acre)

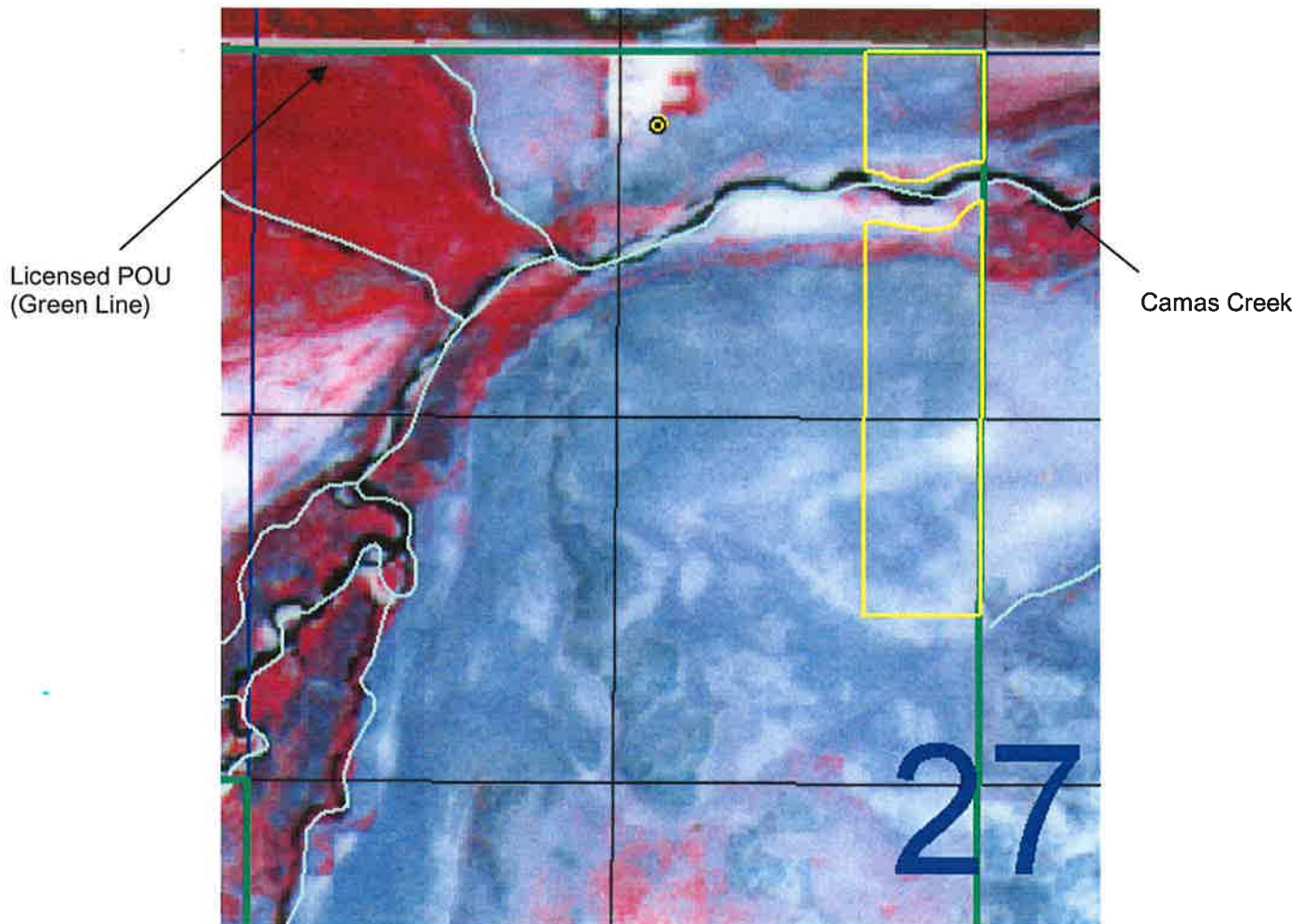
Place Of Use Data

Yellow line is the draft Place of Use created by IDWR based on historical data and records.

Yellow dot is draft Point of Diversion created by IDWR based on historical data and records.

Green line is decreed/licensed POU (this may only represent the Quarter-Quarter sections of the decree/license)

1987 Aerial Photo



Notes

T1S R15E Section 27

- Found 18 acres
- The deed indicates the claimant bought 20 acres of land and 0.16 cfs of water to irrigate it at the licensed application rate of 0.008 cfs/acre. However, the license documents and 1987 aerial photo indicate that the parcel only has 18 acres of irrigated land.
 - Recommendation:
 - Recommend 37-7636A as claimed, 2.4 cfs on 306 acres (0.008 cfs/acre).
 - Recommend 37-7636B as 0.16 cfs on 18 acres. Assuming that an accomplished transfer occurred prior to 1987 that dried up 2 acres and moved that water (0.016 cfs) to the 18 acres in this claim.
- Data used for review: 1987, 1992, & 2004 aerial photos, Camas Co Tax Records, Idaho Ownership (idown.shp), & USGS 1:24,000 Topo

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 37-7636 Priority June 24, 1977 Amount 2.56 cfs

THIS IS TO CERTIFY, that Jon & Lana Mellen & John & Barb Cristobal
of Mountain Home, Idaho, has complied with the terms and conditions of Permit
No. 37-7636 issued pursuant to Application for Permit dated June 24, 1977,
and has submitted proof to the Department of Water Resources on July 14, 1981,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 2.56 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	from <u>April 1</u> to <u>November 1</u>	at <u>2.56</u> cfs and	<u>978.0</u> acre feet
	from _____ to _____	at _____ cfs and	_____
	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 2.56 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
978.0 acre feet per year, said waters to be diverted within the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 27,
Twp. 1S, Rge. 15E in the County of Camas

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
1S	15E	27					32	32	24	40	40	30							198
		28	39	39	25	25													128

Total number of acres irrigated 326

This right when combined with all other rights shall provide no more than 0.02
cfs per acre nor more than 3.0 afa per acre for the lands above.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use
herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 31 day of
January, 19 83.

Director

NOT TO SCALE

T.15, R.15E, B.M.

21 FROSTENSON
FARMS.

W. A. S.

A. 318

A-307

Волн

A-100

Hugh Koonce

A-254

A-254

A-237

A-270

AL 54

MICROFILMED

Twp 15., Rge. 15E., B.M.

well

39 39 32 37

25 25 24 40

30 40

21 22 23

28 26

N

(Include distance from pump to measuring device, if applicable.)

Place(s) of Use

[illegible]

TOTAL 326 ✓

☐ Change P.D. as reflected above

☐ Change P.U. as reflected above

☐ Add P.D. as reflected above

☐ Add P.U. as reflected above

☒ None
☐ Other

Approved by _____

Date _____

9/8/82

9-9-82

383

RECEIVED

State of Idaho
DEPARTMENT OF WATER RESOURCES
FIELD REPORT

DEC 8 1982

Department of Water Resources

37-7636

Permit No. _____

CONTACT WITH PERMIT HOLDER

	DATE	INITIALS	REMARKS
☐ Appointment letter mailed:	8/12/81	G.L.F.	
☐ Telephone call made: (List Telephone No. used)			
☐ Appointment scheduled for: (Date, time, location)	7/22/82	@ 1:00	at Ranch Scheduled exam with Mr. Melley by phone

EXAMINATION

EXAMINATION Dave Krahn
Date 7/22/82 Accompanied by John Cristobal Total Q measured 2.56 cfs
If source is surface water, estimate total flow of source _____
Methods of measurement Annubar Method Meets Permit requirements? Yes

Measurement calculations: 10.02" Annubar used with Meter # 091464
Reading of 8.2" H₂O - Conversion Factor 5/12/02

$$Q_{\text{meas}} = \frac{3.85 (8.2)^{1/2} (10.02)^2 (1.04)}{448.8} = 2.56 \text{ cfs} \quad \text{Capacity}$$

$$V_{\text{allow}} = (326 \text{ acres}) (3.0 \text{ A.F./Ann.}) = 978.0 \text{ A.F./Ann.} \quad 2.56 \times 1.9835 \times 24 = 1086.6$$

WELL/DIVERSION* NO.	HP	MOTOR MAKE	MOTOR SERIAL NO.	PUMP MAKE	PUMP SERIAL NO.	MEASURING DEVICE TYPE	CONDITION OF MEAS. DEV.	REMARKS
	125	No Plate		Johnston Vehicle	No Plate			
		← Reported by Mr. Cristobal						

System Description well & Pump deliver to three wheel-lines of various lengths and several short hand-lines

**Code with map on reverse side. Disregard code if only one.*

RECOMMENDED AMOUNTS

USE	Q (cfs)	V (afa)	FROM	TO
Irrigation	2.56 cfs ✓	978.0 ✓	April 1	Nov. 1
Total	2.56 cfs ✓	978.0 ✓		

Remarks:

Recommend condition R16 because of Reservoir water
See 8c on Permit
Overlap figures attached

Overlap Review for 37-7636

Decree 37-0444 Camas Cr.
Decree 37-0445 Camas Cr.
Decree 37-0446 Manen Cr.
License 37-2105 Lake Cr.

No Overlap
different source
Recommend R16

License 37-2541 GW P/D NENW Sec 27 T1S R15E

Note - Can assume this
is a different well per
Field report - 1/4 hp pump

P/U see attached copy

Conclusion:

No Overlap

Recommend cond R16

RC 1/3/83

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-7636A

WATER RIGHT NUMBER: 37-7636A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BARBARA A WATTS RT 1 BOX 1092 FAIRFIELD, ID 83327 (208)764-2323

Priority Date: 06/24/1977

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 11/01	2.400 CFS	
	<u>Total Diversion:</u>	2.400 CFS	

Location of Point(s) of Diversion

GROUND WATER	NW1/4NE1/4NW1/4	Sec. 27, Twp 01S, Rge 15E, B.M.
CAMAS County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01S	15E	27					19.0	32.0	24.0	33.0	40.0	30.0							178.0
01S	15E	28	39.0	39.0	25.0	25.0													128.0

Total Acres: 306

Conditions of Approval:

- THIS RT. WHEN COMBINED WITH ALL OTHER RTS. SHALL PROVIDE NO MORE THAN 0.02 CFS/AC NOR MORE THAN 3.0 AF/AC FOR THE LANDS ABOVE.
***** 6/10/98 TF; THIS RIGHT IS THE
REMAINING PORTION OF A37-07636 PURSUANT TO SALE OF 20 ACRES/.16 CFS TO HICKS.
THE HICKS PORTION IS REFLECTED IN A37-07636B.

Remarks:Comments:Dates and Other Information:

Claim Received Date: 10/4/1989
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal: S
Owner Name Connector:
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>
----------------	---------------------------	-----------------	---------------------------	-----------------	---------------

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
----------------	------------------------	-----------------	-----------------

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-7636

WATER RIGHT NUMBER: 37-7636

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BARBARA CRISTOBAL 875 N 18 E ST MOUNTAIN HOME, ID 83647 (208)587-8010
Original Owner	CLAUDE BLADGETT , ID
Current Owner	JON MELLEN 940 E 16TH N MOUNTAIN HOME, ID 83647
Original Owner	DIXIE BLADGETT , ID
Current Owner	LANA MELLEN 940 E 16TH N MOUNTAIN HOME, ID 83647
Current Owner	JOHN CRISTOBAL 875 N 18 E ST MOUNTAIN HOME, ID 83647 (208)587-8010

Priority Date: 06/24/1977

Basis: License

Status: Active

SourceTributary

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 11/01	2.560 CFS	978.00 AF
	<u>Total Diversion:</u>	2.560 CFS	978.00 AF

Location of Point(s) of Diversion

GROUND WATER	NE1/4NW1/4	Sec. 27, Twp 01S, Rge 15E, B.M.
CAMAS County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01S	15E	27					32.0	32.0	24.0	40.0	40.0	30.0							198.0
01S	15E	28	39.0	39.0	25.0	25.0													128.0

Total Acres: 326

Page 2

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-7636

Total Acres: 326

Conditions of Approval:

1. THIS RT. WHEN COMBINED WITH ALL OTHER RTS. SHALL PROVIDE NO MORE THAN 0.02 CFS/AC NOR MORE THAN 3.0 AF/AC FOR THE LANDS ABOVE.

Remarks:

Comments:

Water Supply Bank: