

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: **A37-07672B**
Date Received: 12/20/1988
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: JAMES E LIESENFELD 208-788-7600
Address: PO BOX 2456
KETCHUM ID 83340

AND

Name: COLLEEN CRAIN 208-788-7600
Address: PO BOX 2456
KETCHUM ID 83340

2. Date of Priority: JAN 29, 1978

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03N	18E	29	NE	SW	SE		BLAINE

5. Description of diverting works:
WELL, 12" CASING, 156' DEEP, PUMP, DITCH SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.030		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
03N	18E	29	SW	SE		IRR	1.6

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	1.6
					Total Acres	1.6

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
A37-00521P, A37-00522M

14. Remarks:

THIS WATER IS USED TO SUPPLEMENT SURFACE WATER IRRIGATION WHICH
HAS A YOUNG PRIORITY DATE AND ENDS IN JULY.

CLAIM SPLIT ON AN 8% BASIS BASED UPON THE SUBMITTED OWNERSHIP
CHANGE. KKC 1-27-00

15. Basis of Claim: PERMIT



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

SOUTHERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

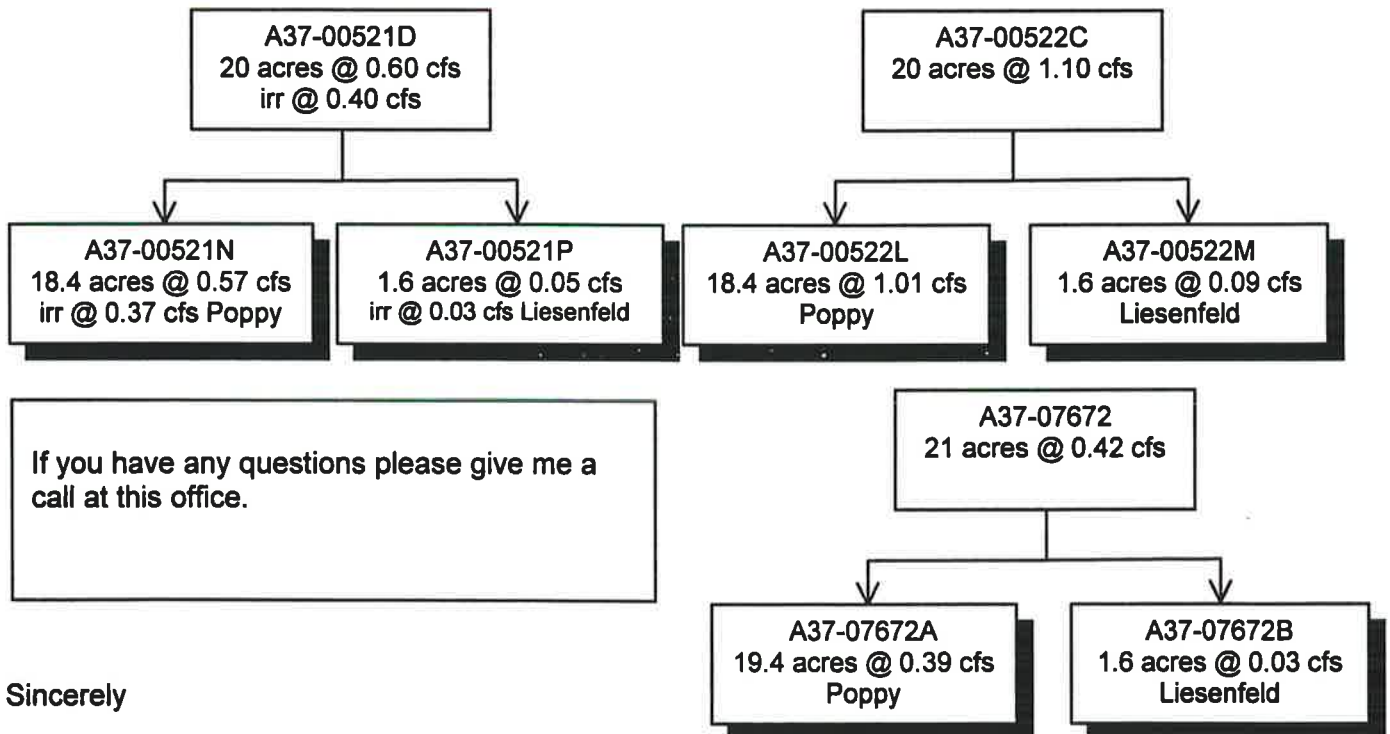
January 28, 2000

JAMES E LIESENFELD
COLLEEN CRAIN
PO BOX 2456
KETCHUM ID 83340

RE: CHANGE OF OWNERSHIP FOR A PORTION OF;
A37-00521D, A37-00522C, AND A37-07672

Dear James

Enclosed are your copies of your respective portions of the above identified claims. As indicated on the change of ownership form I split the claims on an 8% basis. As the adjudication claims represent and will eventually replace the allocation records, no ownership change was made on the allocation records.



Sincerely

Kelly K Christensen
Sr Water Resource Agent

Enclosures

RECEIVED SEP 15 1997

RECEIVED

SEP 18 1997

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): 37-07672; 37-00521D; 37-00522C
- Adjudication Claim No(s): A37-07672; A37-00521D; A37-00522C (new owner gets 8% of each right taken on irrigation portion only on A37-00521D)
2. The following REQUIRED information must be submitted with this form:

WARRANTY

- < 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

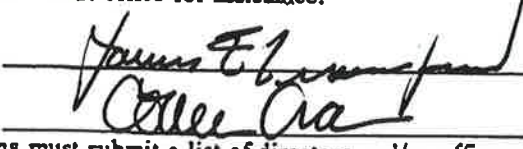
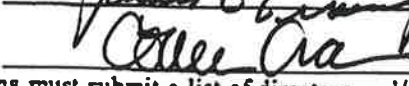
- C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant JAMES POPPY
P.O. BOX 1338, KETCHUM ID 83340
4. New Owner/Claimant(s) JAMES E. LIESENFELD AND COLLEEN CRAIN
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address P.O. BOX 2456
City, State and ZIP Code KETCHUM ID 83340
New Telephone Number (208) 788-7600
5. Date you acquired the property OCTOBER 6, 1995

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 1.66 Number and type of stock _____
(See attached map to identify POU)
Diversion rate in CFS 0.15 Number of homes 1 Other uses _____

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

7. Signature of New Owner or Claimant(s) 

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

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



WARRANTY DEED

JAMES H. POPPY AND MARTHA CHANDLER POPPY, TRUSTEES OF
For Value Received THE POPPY FAMILY TRUST DATED 11/22/88

the Grantor hereby grants, bargains, sells, conveys and warrants unto JAMES E. LIESENFELD, AN
UNMARRIED MAN AND COLLEEN CRAIN, AN UNMARRIED WOMAN

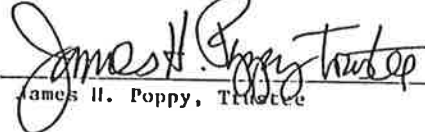
the Grantee whose current address is: P.O. BOX 1338, KETCHUM, IDAHO 83340

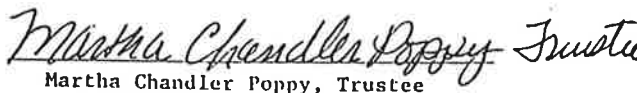
the following described premises, to-wit:

Lot 1 of DEER VALLEY FARM, a shown on the official plat thereof, recorded
October 2, 1995, as Instrument No. 382821, records of Blaine County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns
forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said
premises; that said premises are free from all incumbrances and that he will warrant and defend the same from all lawful
claims whatsoever.

Dated: October 06, 1995


James H. Poppy, Trustee


Martha Chandler Poppy, Trustee

State of IDAHO

ss.

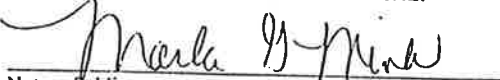
County of BLAINE

On this 6th day of October, 1995, before me, the
undersigned, a Notary Public, in and for said State, personally appeared JAMES H. POPPY AND MARTHA
CHANDLER POPPY

known to me, and/or identified to me on the basis of
satisfactory evidence, to be the Trustee's of THE POPPY FAMILY TRUST DATED 11/22/88

the Trust that executed the within instrument and acknowledged to me that they
executed the same on behalf of said Trust.

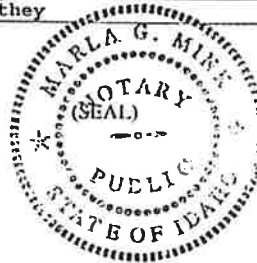
WITNESS MY HAND AND OFFICIAL SEAL.

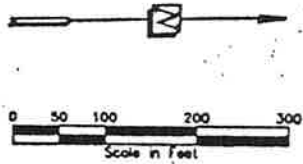


Notary Public

Residing at: BELLEVUE

Commission Expires: 12/01/00 2000

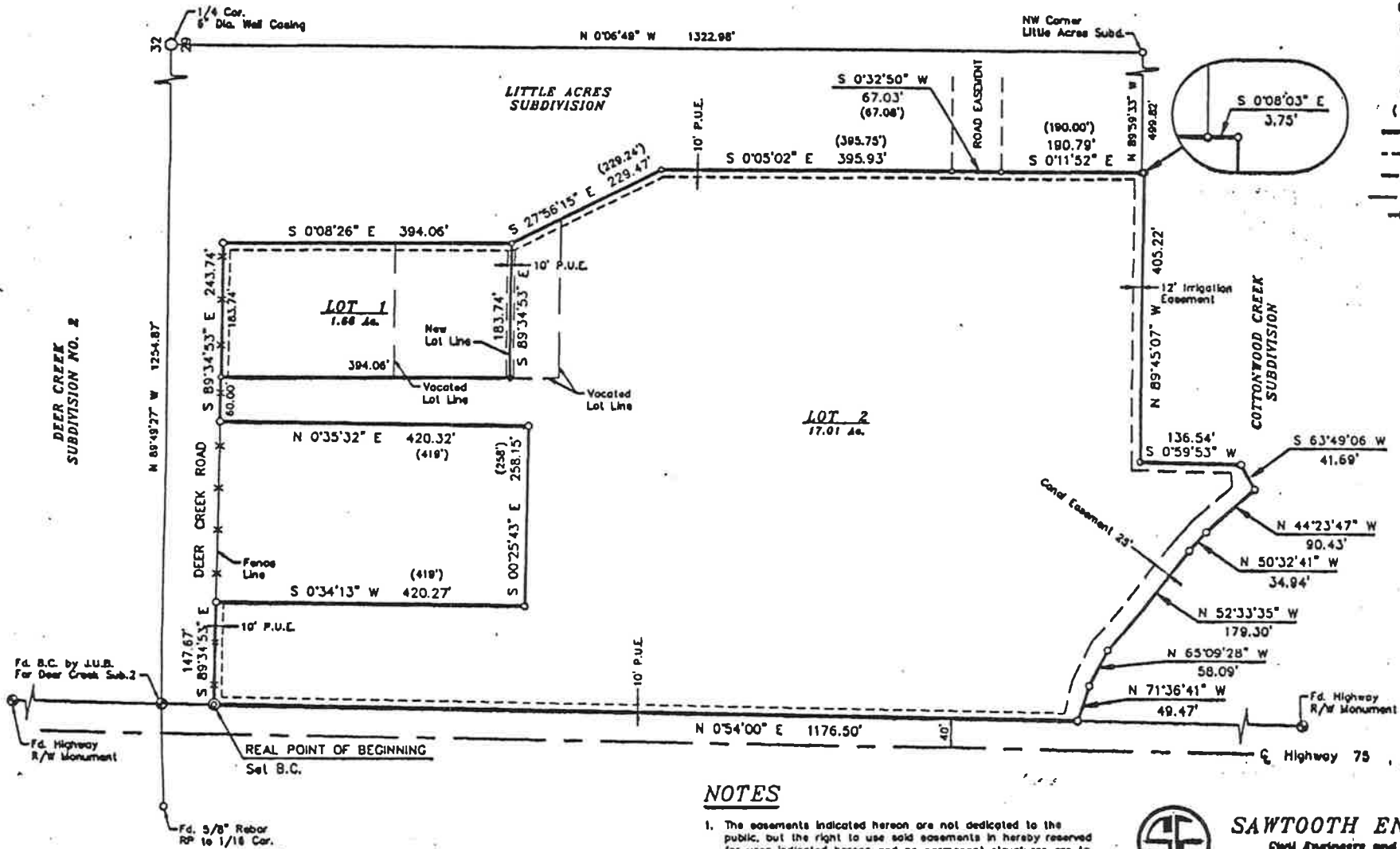




Plat Showing
DEER VALLEY FARM
 Being a Replat of D&C Ranch
 Located in Section 29, T.3N., R.18E., B.M.
 Blaine County, Idaho
 1994

LEGEND

- ⊙ Found Brass Cap
- ⊙ Set Brass Cap
- ⊙ Set 5/8" Rebar
- Found 5/8" Iron Pin
- ⊙ Set 1/2" Rebar
- ⊙ Found 1 1/2" Iron Pin
- () Record Data
- Property Boundary
- - - Public Utility Eas
- - - Irrigation Easement
- - - Vacated Lot Line
- Fence



NOTES

1. The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for uses indicated hereon and no permanent structures are to be erected within the lines of said easements.



SAWTOOTH ENGINEERING
 Civil Engineers and Land Surveyors

Bozeman (208) 786-9060

Idaho

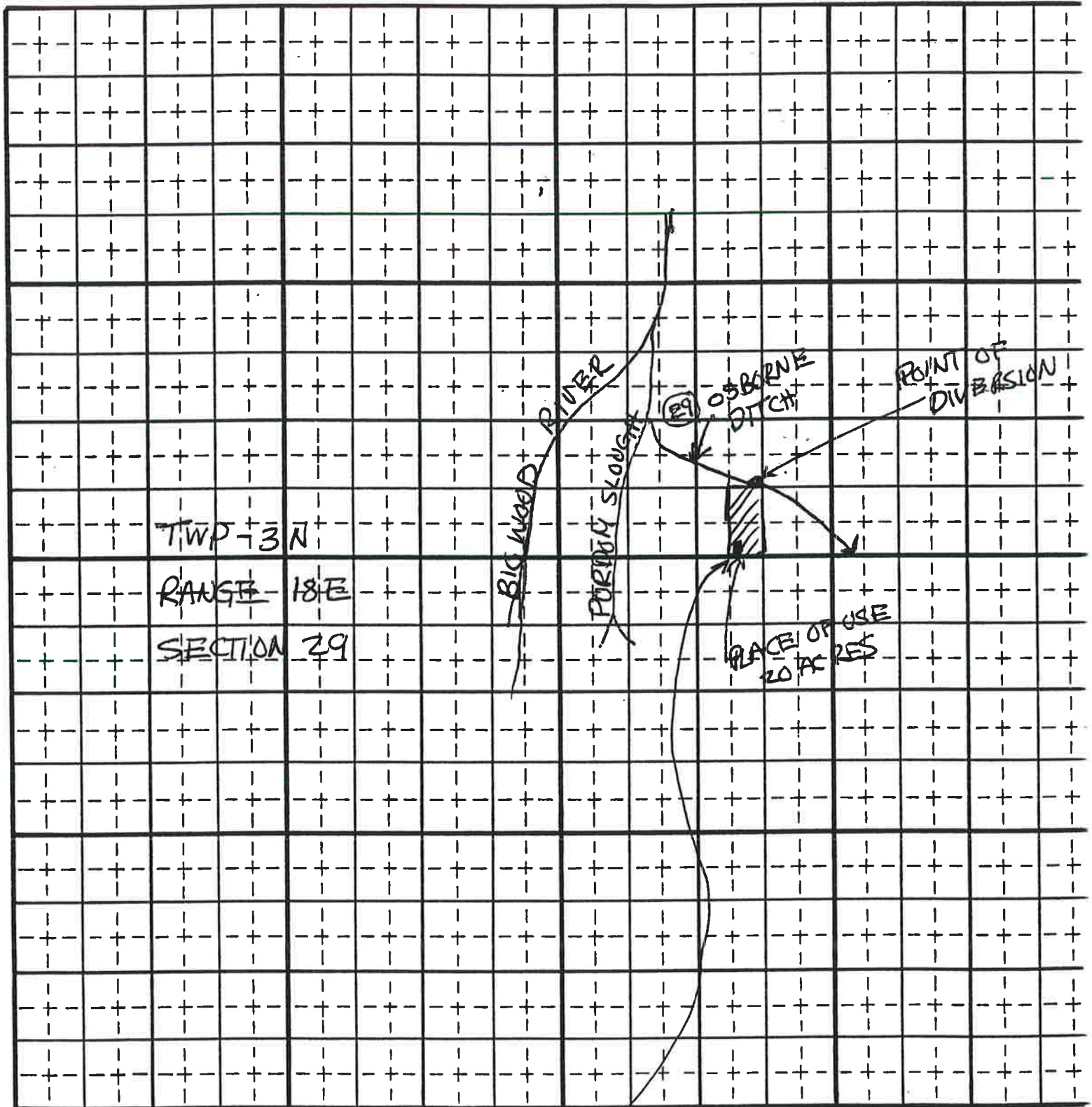
1/1m Poppy

Job # 352

352\ 352-01.DWG

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

Scale: 2 inches equals 1 mile



1.66 AC / Lot 1, Liesenfeld & Crain

Last Name POPPY Ident No. _____

Copies: White-State, Yellow-Claimant

RECEIVED SEP 1 1997

WATER MANAGEMENT AGREEMENT

This Water Management Agreement ("Agreement") is entered into by and between the Poppy Family Trust, through its Trustees James H. and Martha Chandler Poppy ("Poppy") and James E. Liesenfeld and Colleen Crain ("Liesenfeld and Crain") regarding the ownership, management and use of certain water rights appurtenant to their respective properties.

Recitals

1. By means of the warranty deed dated October 6, 1995 (the "Deed"), a copy of which is attached hereto as Exhibit "A" to this Agreement, Poppy conveyed to Liesenfeld and Crain a parcel of land containing approximately 1.66 acre ("Lot 1"), together with its appurtenances. Poppy retains an adjacent parcel of approximately 18 acres ("Lot 2"), together with its appurtenances. Both lots are described on Exhibit "B."
2. Prior to the Deed, Lots 1 and 2 were both owned by Poppy and were irrigated by surface waters diverted from Purdom Slough for irrigation and other purposes under water rights nos. 37-0521 and 37-0522 (the "Surface Water Rights"). In addition, Lots 1 and 2 are the designated place of use for ground water to supplement the use under the Surface Water Rights pursuant to water right no. 37-7672, a ground water right diverted from a well on Lot 2 (the "Ground Water Right").
3. As a result of the Deed, the parties share the three water rights pro rata, with Poppy holding an undivided ninety-two percent of each of the three water rights for Poppy's Lot and Liesenfeld and Crain holding an undivided eight percent of each of the three water rights for their Lot 1.
4. The parties desire to specify, through an agreement that will serve as a covenant on Lots 1 and 2 and on their respective water rights, the means of water delivery and use on the two parcels and the rights and obligations of the parties respecting the water rights and facilities through which they are diverted and delivered.

Therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties hereby covenant and agree as follows:

Terms of Agreement

5. Deliveries to Lot 1 under the surface rights. Lot 1 obtains water under the Surface Water Rights by means of deliveries on the north portion of Lot 1 as water is

available (the "Established Irrigation Program"). Liesenfeld and Crain shall continue to receive water diverted under the surface rights according to the Established Irrigation Program, subject to the terms of this Agreement.

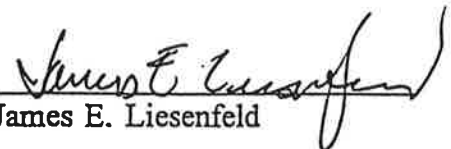
6. Poppy's right to change ditch facilities. Under the Established Irrigation Program, Poppy shall be entitled to change the ditches, diversion works and related facilities through which waters under the surface rights are diverted and delivered (collectively, the "Ditch Facilities") on Lot 2, plat and develop lots, excavate, cultivate, install landscaping, seek approvals to use water under his portion of the surface rights for aesthetic purposes, and carry out other activities that may temporarily interrupt the flow of water to Lot 1, provided that all such activities shall maintain Liesenfeld and Crain's ability to receive water under the surface rights. Poppy agrees to give advance written notice of any temporary interruption of the flow of the surface rights.
7. Maintenance of Ditch Facilities. As long as the Established Irrigation Program continues, Liesenfeld and Crain shall not be obligated to contribute to the operation, maintenance, or replacement of the Ditch Facilities. However, if Liesenfeld and Crain desire to alter the Established Irrigation Program, they shall notify Poppy in writing and the parties shall agree on a different delivery arrangement under which Liesenfeld and Crain shall be entitled to a strict allocation of eight percent of the water available under the Surface Water Rights, measured at the point of diversion on Purdom Slough. Any such future agreement shall:
 - a. Not impair either party's ability to obtain their respective percentages of all surface water at such point of diversion;
 - b. Obligate Liesenfeld and Crain to pay their fair share of costs associated with the operation and maintenance of the Ditch Facilities, and shall entitle Liesenfeld and Crain to enter Lot 2 for the purpose of maintaining and repairing the Ditch Facilities;
 - c. Specify that surface water deliveries to Lot 1 may be interrupted temporarily to the extent necessary to allow Poppy to make emergency repairs to the Ditch Facilities; and
 - d. Reserve to Poppy the right, after October 1 in each year, to interrupt deliveries to Lot 1 during the remainder of that season's irrigation season in order to maintain, repair, or change the Ditch Facilities as necessary on a non-emergency basis.
8. Indemnity. Each party shall be responsible to the other for any injury or loss arising out of such party's activities respecting the Ditch Facilities, conducted on

or off of their property, and they shall hold the non-acting party harmless for such injury or loss.

9. Use of the Ground Water Right on Lot 1. Diversions under the Ground Water Right are necessary to achieve full irrigation of the parties' properties. Lot 1 is not independently served by diversion facilities. Liesenfeld and Crain shall not be entitled to divert their share of the Ground Water Right from Poppy's well or to enter Poppy's property in order to obtain ground water. Poppy agrees that Liesenfeld and Crain may apply to the Idaho Department of Water Resources to add a separate point of diversion on Lot 1 from which to divert water under their portion of the Ground Water Right. Poppy shall provide any reasonable documentation Poppy has which Liesenfeld and Crain believe necessary to support such application. Poppy agrees to cooperate with Liesenfeld and Crain in the submission and processing of such application.
10. First right of refusal. If Liesenfeld and Crain ever decide to sell any portion of the water rights appurtenant to Lot 1, they shall offer Poppy the opportunity, to be exercised by Poppy in writing within 30 days, to purchase the rights at the price of the best offer Liesenfeld and Crain receive for them.
11. Covenant running with the land. All of the covenants, conditions, and declarations contained herein shall be a burden on Lot 1 and Lot 2 and on the water rights, shall be appurtenant to and for the benefit of each lot and a burden on the other, shall run with the land and the water rights, and shall benefit and bind the parties, their heirs, successors and assigns. Either party may record this Agreement at its expense.
12. Recitals. The above recitals are hereby incorporated into this Agreement.

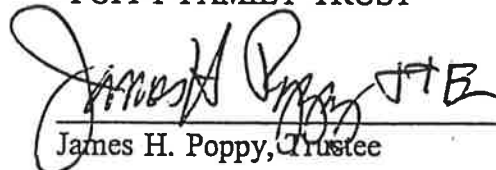
Dated this 22 day of August, 1997.

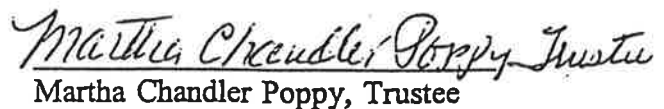
"LIESENFELD and CRAIN"


James E. Liesenfeld


Colleen Crain

"POPPY FAMILY TRUST"


James H. Poppy, Trustee


Martha Chandler Poppy, Trustee

STATE OF IDAHO)
)ss.
County of Blaine)

On the 11 day of Sept, 1997, before me, a Notary Public, in and for said County and State, personally appeared JAMES E. LIESENFELD, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Sharlene Reynolds
NOTARY PUBLIC FOR IDAHO
Residing at: Hailey, ID
My commission expires: 3-23-98

STATE OF IDAHO)
)ss.
County of Blaine)

On the 9th day of September, 1997, before me, a Notary Public, in and for said County and State, personally appeared COLLEEN CRAIN, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



Melody A. Odegard
NOTARY PUBLIC FOR IDAHO
Residing at: Hailey, ID
My commission expires: 9/24/2002

STATE OF IDAHO)
)ss.
County of Blaine)

On the 22 day of August, 1997, before me, a Notary Public, in and for said County and State, personally appeared JAMES H. POPPY, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as Trustee on behalf of the Poppy Family Trust.

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

Lee Anne Park
NOTARY PUBLIC FOR IDAHO
Residing at: Nampa, ID
My commission expires: 7/18/2001

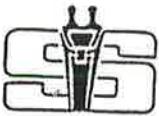
STATE OF IDAHO)
)ss.
County of Blaine)

On the 22 day of August, 1997, before me, a Notary Public, in and for said County and State, personally appeared MARTHA CHANDLER POPPY, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as Trustee on behalf of the Poppy Family Trust.

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

Lee Anne Park
NOTARY PUBLIC FOR IDAHO
Residing at: Nampa, ID
My commission expires: 7/18/2001

08049701.gds



WARRANTY DEED

JAMES H. POPPY AND MARTHA CHANDLER POPPY, TRUSTEES OF
For Value Received THE POPPY FAMILY TRUST DATED 11/22/88

the Grantor hereby grants, bargains, sells, conveys and warrants unto JAMES E. LIESENFELD, AN
UNMARRIED MAN AND COLLEEN CRAIN, AN UNMARRIED WOMAN

the Grantee whose current address is: P.O. BOX 1338, KETCHUM, IDAHO 83340

the following described premises, to-wit:

Lot 1 of DEER VALLEY FARM, a shown on the official plat thereof, recorded
October 2, 1995, as Instrument No. 382821, records of Blaine County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns
forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said
premises; that said premises are free from all incumbrances and that he will warrant and defend the same from all lawful
claims whatsoever.

Dated: October 06, 1995

James H. Poppy Trustee
James H. Poppy, Trustee

Martha Chandler Poppy Trustee
Martha Chandler Poppy, Trustee

State of IDAHO

County of BLAINE

On this 6th day of October, 1995, before me, the
undersigned, a Notary Public, in and for said State, personally appeared JAMES H. POPPY AND MARTHA
CHANDLER POPPY

known to me, and/or identified to me on the basis of
satisfactory evidence, to be the Trustee's of THE POPPY FAMILY TRUST DATED 11/22/88

the Trust that executed the within instrument and acknowledged to me that they
executed the same on behalf of said Trust.

WITNESS MY HAND AND OFFICIAL SEAL

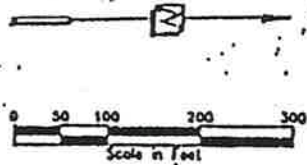
Marla G. Mink
Notary Public

Residing at: BELLEVUE

Commission Expires: 12/01/00 2000



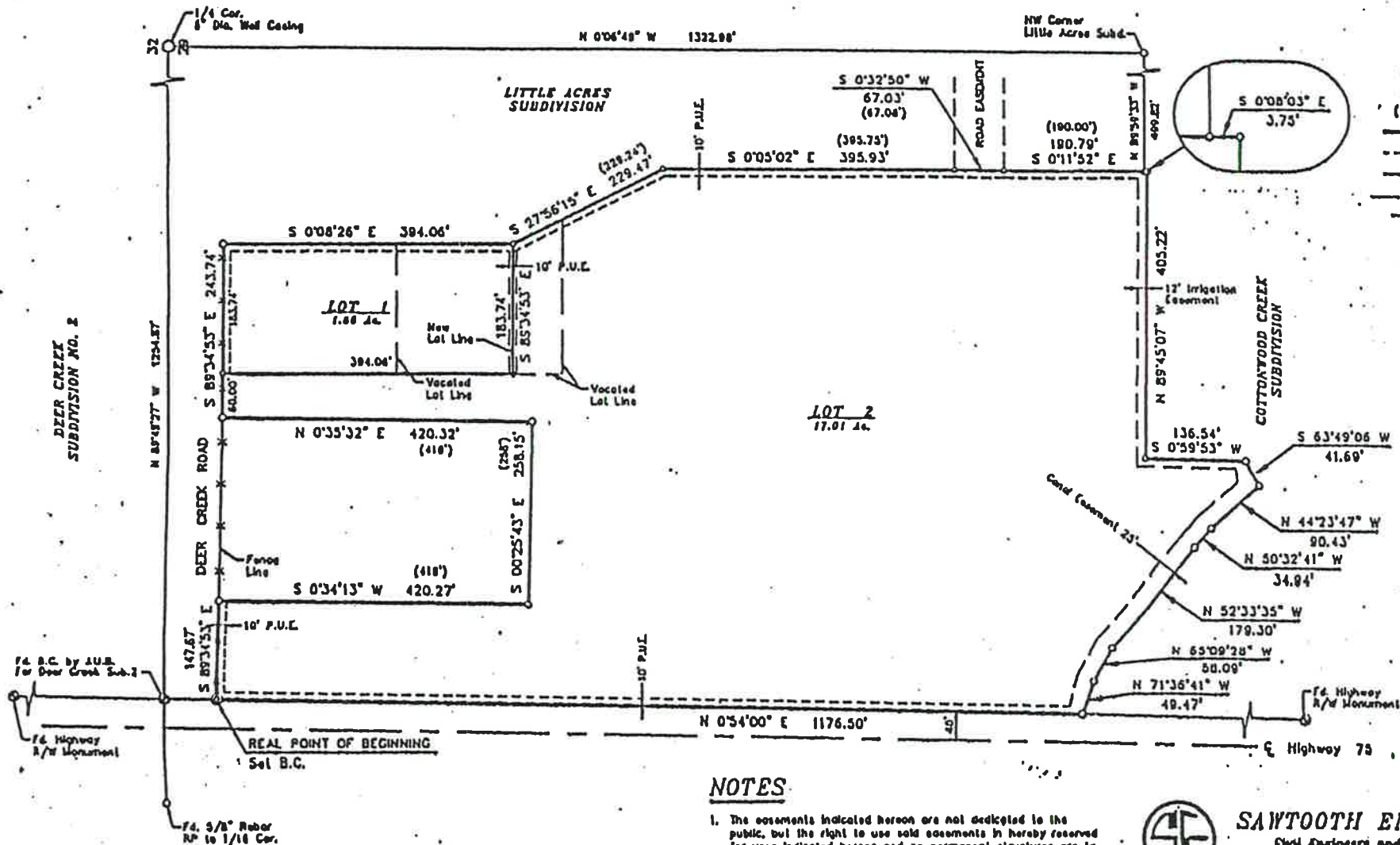
EXHIBIT A



Plat Showing
DEER VALLEY FARM
 Being a Replat of D&C Ranch
 Located in Section 29, T.3N., R.18E., B.M.
 Blaine County, Idaho
 1994

LEGEND

- ⊙ Found Brass Cap
- ⊙ Set Brass Cap
- ⊙ Set 8/8" Rubber
- ⊙ Found 3/8" Iron Pin
- ⊙ Set 1/2" Rubber
- ⊙ Found 1/8" Iron Pin
- () Record Date
- Property Boundary
- - - Public Utility Co.
- - - Irrigation Easement
- - - Vocoled Lot Line
- Fence



NOTES

1. The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for uses indicated hereon and no permanent structures are to



SAWTOOTH ENGINEERING
 Civil Engineers and Land Surveyors

Malley (200) 788-8048

Idaho

Jim Poppy

Job # 352

352\352-01.pln;

Dept. of Water Resources
Adjudication Bureau
P. O. Box 83720
Boise, ID 83720-0098

FIRST CLASS



UNITED STATES
PITNEY BOWES
02 1M
0004230683 MAR 07 2007
\$ 00.87
MAILED FROM ZIP CODE 8370

RECEIVED
MAR 10 2007
DEPARTMENT OF
WATER RESOURCES



UNDELIVERABLE
AS ADDRESSED,
FORWARDING
ORDER EXPIRED

37-521P
37-522M

37-7672B

Colleen Crain
JAMES E LIESENFELD
PO BOX 2456
KETCHUM ID 83340

10/23/2006

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

RIGHT NUMBER: 37-7672B

NAME AND ADDRESS: JAMES E LIESENFELD
PO BOX 2456
KETCHUM ID 83340

COLLEEN CRAIN
PO BOX 2456
KETCHUM ID 83340

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.030 CFS

PRIORITY DATE: 01/29/1978

POINT OF DIVERSION:

T03N R18E S29 NESWSE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 11/01

0.030 CFS

PLACE OF USE:

IRRIGATION Within BLAINE County

T03N R18E S29 SWSE 1.60

1.6 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 WATER IS USED TO SUPPLEMENT SURFACE WATER IRRIGATION
WHICH HAS A YOUNG PRIORITY DATE AND ENDS IN JULY.

***** CLAIM SPLIT ON AN 8% BASIS BASED UPON THE
SUBMITTED OWNERSHIP CHANGE. KKC 1-27-00



Idaho Department of Water Resources

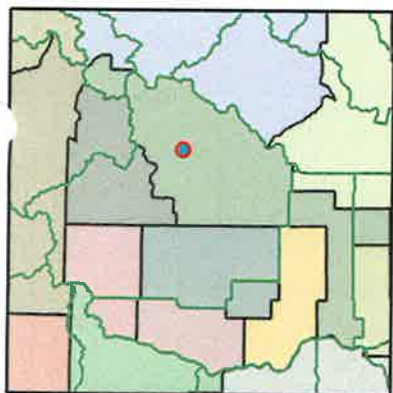
SRBA Recommendation:

37-521P, 37-522M & 37-7672B

(Irrigation)

Legend

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



Blaine County
IDWR Basin 37



0 0.1 0.2 Miles

Prepared by A. Warntjes
On Thursday, November 16, 2006
1987/88 Aerial Photography



Idaho Department of Water Resources

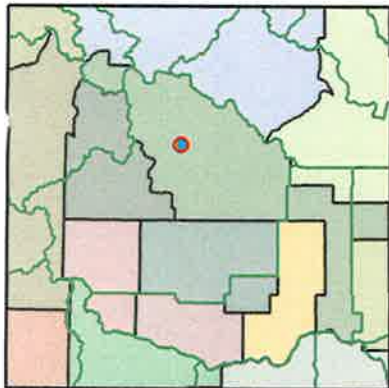
SRBA Recommendation:

37-521P, 37-522M & 37-7672B

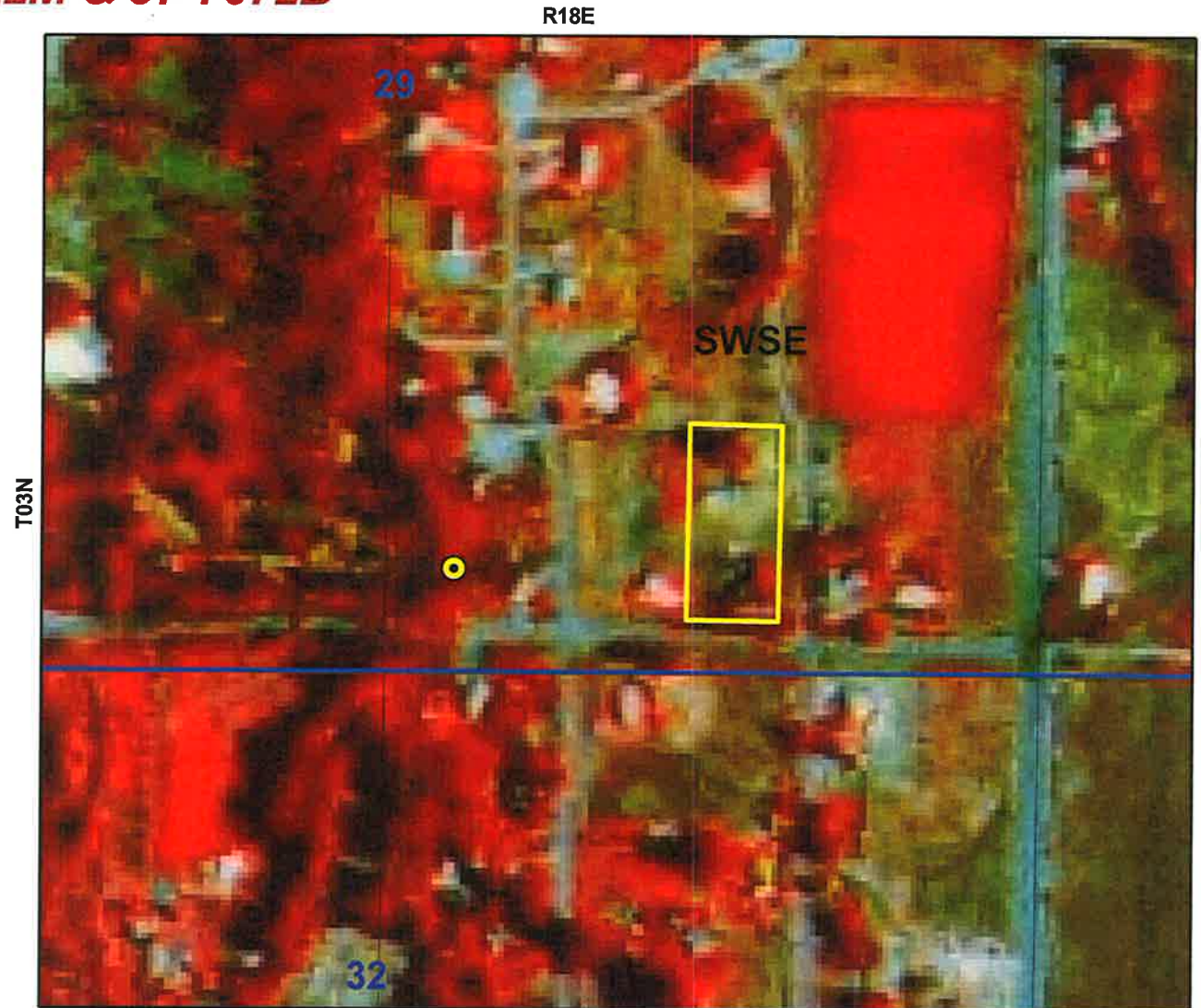
(Irrigation)

Legend

-  Point of Diversion
-  Place of Use
-  Townships
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Blaine County
IDWR Basin 37



0 0.1 0.2 Miles

Prepared by A. Warntjes
On Thursday, November 16, 2006
1987/88 Aerial Photography