

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: A37-11426
Date Received:
Receipt No: 5002584
Received By: APR

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: A. W. MOLYNEUX 208-788-2552
Address: 1174 GANNETT PICABO ROAD
BELLEVUE, ID 83313

AND/OR

Name: MAXINE MOLYNEUX 208-788-2552
Address: 1174 GANNETT PICABO ROAD
BELLEVUE, ID 83313

2. Date of Priority: JUN 13, 1970

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01S	19E	25	SW	SW	NE		BLAINE

5. Description of diverting works:
WELL WITH 75 H.P. PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.300		

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

8. Total consumptive use is 37.5 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	19E	25	SE	NW		IRR	1.0
			NE	SW		IRR	3.0
			NW	SE		IRR	11.0
					Section Acres		15.0
					Total Acres		15.0

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:
A37-02570

14. Remarks:
THIS CLAIM IS FOR THE EXPANDED ACRES DEVELOPED AFTER 37-2570
WAS LICENSED.

15. Basis of Claim: BENEFICIAL USE

(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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

MICROFILMED
FEB 25 1993



Idaho Department of Water Resources

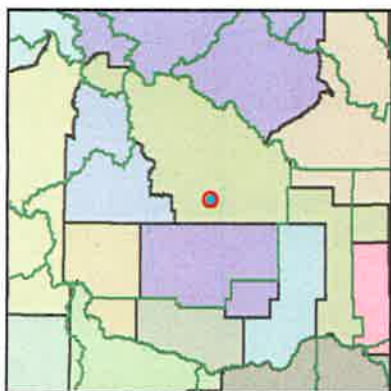
SRBA Recommendation:

37-11426

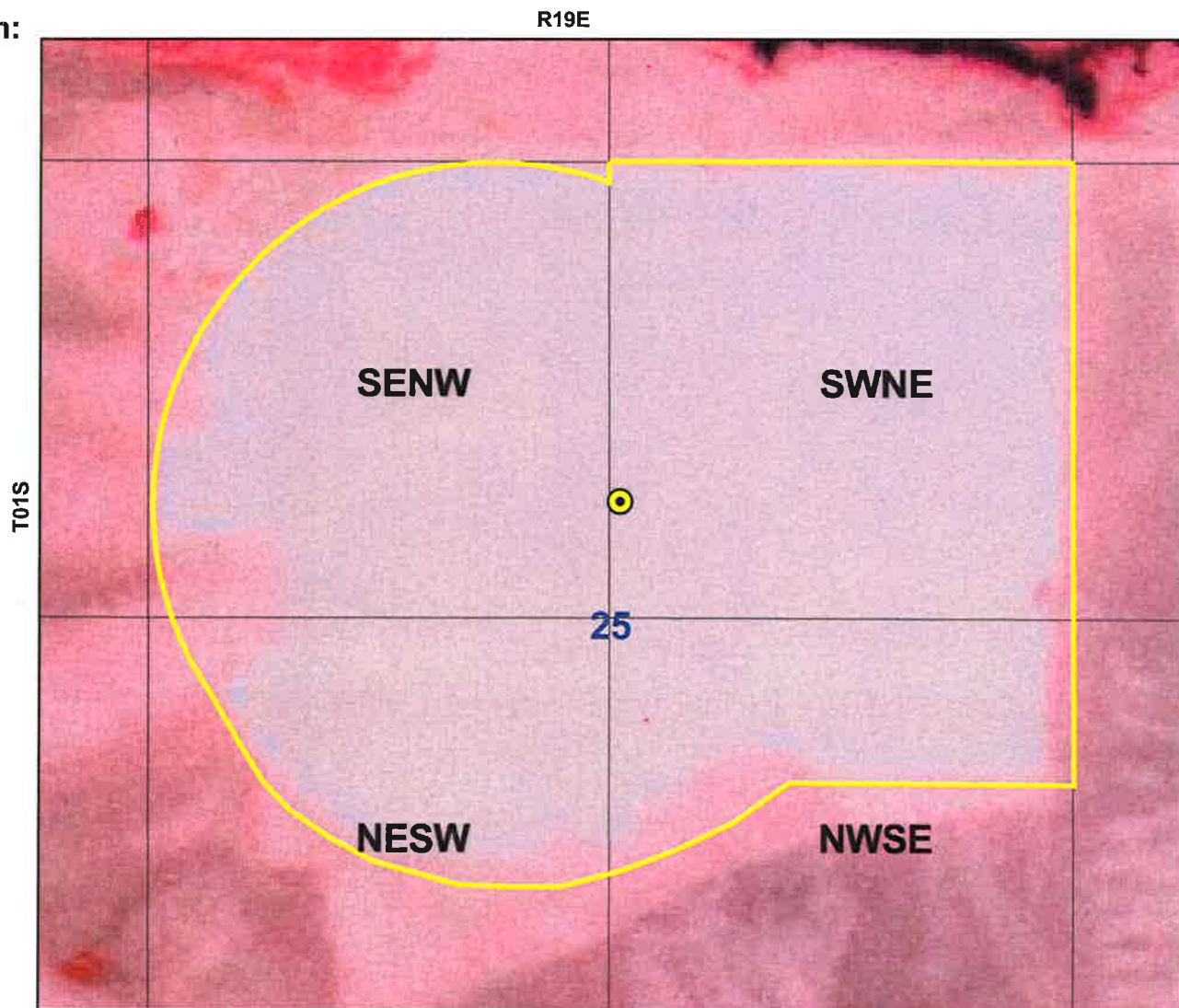
(Irrigation)

Legend

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



Blaine County
IDWR Basin 37



0 0.2 0.4 Miles



Prepared by M. Ciscell
On Wednesday, November 15, 2006
1987/88 Aerial Photography

RECEIVED

JUN 09 2005

Idaho Department of Water Resources
Twin Falls, ID 83301

Department of Water Resources
Southern Region

May 11, 2005

Water Right No. 37-11426

Owner: A. W. Molyneux and Maxine Molyneux
1174 Gannett-Picabo Road
Bellevue, ID 83313

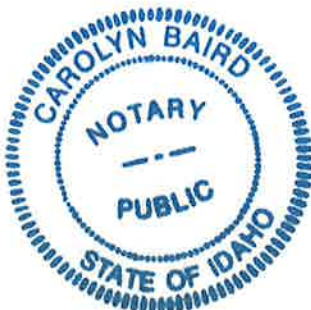
We have been a neighbor to the property described in the above claim for many years. We helped Mr. Paul Kriley install an irrigation system to expand the existing system in 1970. Paul Kriley worked for Louis Hubshman, the owner of the property. The owners I have known through the years prior to our purchase of the property, Harry O'Crowley, John O'Crowley, Louis Hubshman and Paul Kriley are all deceased. When we purchased the property in 1975 the ground was irrigated from the well by handlines. In 1979 we installed a 5 tower Valley pivot, 2 wheellines and some handline. This is the current system and it is used annually.

Sincerely

A. W. Molyneux
A.W. Molyneux
Maxine Molyneux
Maxine Molyneux

State of Idaho
County of Blaine

On this 11th day of June, 2005, before me personally appeared A. W. Molyneux and Maxine Molyneux, known to me to be the persons who executed the within instrument and acknowledged that they executed the same as their free act and deed.



Carolyn Baird

Notary Public
Residing at: *Hailey*
My commission expires: *1/23/2009*

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED,

REPUBLIC NATIONAL LIFE INSURANCE COMPANY

a corporation duly organized and existing under the laws of the State of TEXAS, grantor, does hereby Grant, Bargain, Sell and Convey unto

A. W. MOLYNEUX and MAXINE MOLYNEUX, husband
and wife

grantee, the following described real estate, situated in Blaine County, Idaho, to-wit:

Township 1 South, Range 19 East,
B.M., Blaine County, Idaho

Section 25: S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$,
NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 26: SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

TOGETHER WITH all water and mineral
rights pertaining thereto and all
buildings and improvements thereon.

TOGETHER WITH One Hundred Ninety-Five
(195) pieces of 3' and 4' aluminum pipe.

This Warranty Deed is subject to the terms and conditions of
that certain Contract of Sale of Real Estate, dated June 17th,
1975, by and between the parties hereto.

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

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its Vice President and its Assistant Secretary.

Dated: July 9, 1975

REPUBLIC NATIONAL LIFE INSURANCE COMPANY

By

Robert C. Muchmore, Vice PRESIDENT

ATTEST:

S. A. Wells, Assistant SECRETARY.

STATE OF ~~XXXXX~~ TEXAS

County of Dallas } ss.

On this 9th day of July, 19 75,
before me, a Notary public in and for said State, personally appeared Robert C. Muchmore and

S. A. Wells, known to me to be the Vice President and Assistant Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Terrell Phillips
Notary Public for the State of Texas,
Residing at Dallas, Texas

STATE OF IDAHO, } ss.

County of Blaine }

I hereby certify that this instrument was filed for record at the request of Sawtooth Title Co. at 15 minutes past 4:00 o'clock P.m., this 23rd day of July, 19 75, in my office, and duly recorded in Book of Deeds at Page

Marie Lurie
Ex-Officio Recorder.

By Patricia K. Lurie
Deputy.

Texas Fees \$ 9.00
Residing at Dallas, Texas

INSTRUMENT NO. 160864

known to me to be the person, whose names are subscribed to this within instrument, and acknowledged to me that they executed the same.

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

Paul B. Taylor
Notary Public for the State of Idaho,
Residing at Sun Valley, Idaho.

No. 133015

WARRANTY DEED

Harry O. Crowley

Buyer

- TO -

Louis H. Anderson

Grant

Dated _____ 19__

STATE OF IDAHO.

COUNTY OF Blaine

I hereby certify that this instrument was filed

for record at request of

R. H. Mackay & Associates

at _____ minutes past 5:00

o'clock P. M. this 1st day

of September, A. D. 1965

in my office, and duly recorded in Book 175

of _____ at page _____

Henry J. Mackay

By Hazel Barber

Deputy.

Wm. S. Lloyd.

Mail to _____

THIS INDENTURE, Made this

6th

day of

October

in the year of our Lord one thousand nine hundred and sixty four

, between

Ruby O'Crowley and Verda O'Crowley, husband and wife, and John O'Crowley,

a single person,

of

County of

Blaine

State of Idaho,

the parties of the first part, and

Louis Hubshman and Joyce M. Hubshman, husband

and wife,

of

County of

State of New York

the part les of the second part.

WITNESSETH, That the said part les of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration lawful money of the United States of America,

XXXXXX

part les of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part les of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in

County of

Blaine

State of Idaho, to-wit:

The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$), Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) Section 28; South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), and Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) Section 25, Township One (1) South, Range Nineteen (19), E. B. M.; containing 320 acres, with a 200 inch irrigation well, 50 HP pump, and complete sprinkler system; together with two (2) trailer houses located thereon.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part les of the first part.

TO HAVE AND TO HOLD, with the appurtenances, unto singular the above mentioned and described premises, together and the said part les of the second part, and to their heirs and assigns forever, their heirs, the said premises in the quiet and peaceable possession of the said part les of the second part, their heirs and assigns, against the said part les of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

SOUTHERN IDAHO PRODUCTION CREDIT ASSOCIATION

P.O. BOX 465, TWIN FALLS, IDAHO 83301

TELEPHONE: AREA CODE 208 733-8411



November 4, 1979

Mr. and Mrs. A. W. Molyneux
Bellevue, ID 83313

SUBJECT: Combination Loan Approval & Loan Closing Letter
Member Loan Number 0279196 - 3

Dear Mr. and Mrs. Molyneux:

We are pleased to inform you that your application dated November 4, 1979, for a loan of \$27,840.00 to be repaid April 5, 1984, has been approved with real estate security only.

As soon as the note and Combination Loan Approval & Loan Closing Letter are signed by you and your wife, the funds will be available to you as requested.

Sincerely yours,

SOUTHERN IDAHO PRODUCTION CREDIT ASSOCIATION

By: *Patricia M. Lott*

ACCEPTANCE

ACCEPTED and AGREED to this _____ day of December, 1979.

Member's Copy



APPLICATION FOR INTERMEDIATE TERM LOAN

To: Southern Idaho PRODUCTION CREDIT ASSOCIATION ("ASSOCIATION") Date 11-4-79
Application is hereby made by the undersigned (hereinafter called "Applicant", whether one or more natural persons or legal entities) to the Association for a loan in the amount, for the purpose and upon the representations, terms and conditions set forth below and in schedules forming a part of this Application.

A. PERSONAL DATA:

Social Security or IRS
Identification Number 519-30-9908

- Name A. W. Molyneux Birth Date 3-10-29 Bus. Phone _____
Spouse Maxine Birth Date 10-12-29 Res. Phone 788-2552
- Address: _____ Town Bellevue State Idaho Zip _____
- No. of Children at Home _____ of whom _____ are over 12 years old.
- Personal Property located on the place known as the Molyneux in the County of Blaine
State of Idaho 3 1/2 miles W (& _____ miles) from Picabo
Names of other counties to which this Personal Property will be moved _____
- Farming for life years: on this farm 24 years. If less than 5 years, previous address _____
- Name of other PCA currently or formerly a member of, or applicant to _____ Address: _____
- Insurance: Life \$ 20000 Health yes Fire yes Auto Liab. yes Employers Liab. yes
- CREDIT LIFE/CREDIT DISABILITY INSURANCE (OPTIONAL)

Applicant Desires:	Yes or No	Maximum Amt. or \$	Spouse (Yes or No)	Spouse's Maximum Amt. or \$	Second Beneficiaries
Credit Life Insurance	<u>No</u>		<u>No</u>		
Credit Disability Insurance					

- Crops will be covered by: Fed. Crop Ins. _____ Crop/Hail Ins. _____ (Applicant acknowledges Association assumes no liability providing any insurance coverage whatsoever unless Applicant signs and delivers to Association an appropriate written request for specific coverage and Association provides such coverage).

B. AMOUNT & PURPOSES: The amount of the loan and purpose(s) for which the proceeds will be used are as follows:

Renew I-T Loan Des. No.(s) _____	Principal _____	Interest _____	
B Stock _____	Loan Expense _____	Cr. Life _____	Other _____
Loan Purpose including purchase of the following (Indicate year (new or used) and itemize): <u>Valley Center Pivot Sprinkler</u>			<u>27840</u>
Subtotal			<u>27840</u>
Less: Down Payment _____ Trade-In _____			<u>- 0 -</u>
TOTAL			<u>27840</u>

C. REPAYMENT: The loan will be repaid from the following sources:

D. MATURITY: This loan will be repaid on the following installments:

Amount	Amount	Est. Interest	Due	Total
<u>Annual amt. from livestock</u>	<u>5568</u>	<u>1276</u>	<u>4-5-80</u>	<u>6844</u>
<u>5 crops</u>	<u>5568</u>	<u>2446</u>	<u>4-5-81</u>	<u>8014</u>
	<u>5568</u>	<u>1836</u>	<u>4-5-82</u>	<u>7404</u>
	<u>5568</u>	<u>1224</u>	<u>4-5-83</u>	<u>6792</u>
	<u>5568</u>	<u>612</u>	<u>4-5-84</u>	<u>6180</u>
Face Amount of Note	<u>27840</u>	<u>7394</u>	xxxxxxxx	<u>35234</u>

E. SECURITY: Itemize and indicate valuations

Personal Property <u>Unsecured</u> ?	Amount
Real Estate: Number Acres <u>320</u> Valuation <u>150000</u> Liens <u>95000 Republic National</u>	<u>59000</u>
TOTAL SECURITY	

F. OTHER

Guarantors _____ Insurance Coverage _____
Guarantors _____

PCA USE ONLY LOAN ANALYSIS

Estimated Repayment Margin or (Carryover) on Operating Loan Due	Amount
☐ Original Analysis ☐ Reanalysis ☐ Crop Survey Dated	<u>60000</u>

6. Name of other PCA currently or formerly a member of, or applicant to _____ Address: _____
7. Insurance: Life \$ 20,000 Health yes Fire yes Auto Liab. yes Employers Liab. yes
8. CREDIT LIFE/CREDIT DISABILITY INSURANCE (OPTIONAL)

Applicant Desires:	Yes or No	Maximum Amt. or \$	Spouse (Yes or No)	Spouse's Maximum Amt. or \$	Second Beneficiaries
Credit Life Insurance	No		No		
Credit Disability Insurance					

9. Crops will be covered by: Fed. Crop Ins. _____ Crop/Hail Ins. _____ (Applicant acknowledges Association assumes no liability providing any insurance coverage whatsoever unless Applicant signs and delivers to Association an appropriate written request for specific coverage and Association provides such coverage).

B. AMOUNT & PURPOSES: The amount of the loan and purpose(s) for which the proceeds will be used are as follows:

Renew I-T Loan Des. No.(s) _____	Principal _____	Interest _____	
B Stock _____	Loan Expense _____	Cr. Life _____	Other _____
Loan Purpose including purchase of the following (Indicate year (new or used) and itemize): <u>Valley Center Pivot Sprinkler</u>			<u>Adequate</u>
			<u>27840</u>
Subtotal			<u>27840</u>
Less: Down Payment _____ Trade-In _____			<u>- 0 -</u>
TOTAL			<u>27840</u>

C. REPAYMENT: The loan will be repaid from the following sources:

D. MATURITY: This loan will be repaid on the following installments:

Amount	Amount	Est. Interest	Due	Total
<u>Annual quit from livestock</u>	<u>5568</u>	<u>1276</u>	<u>4-5-80</u>	<u>6844</u>
<u>1 crop.</u>	<u>5568</u>	<u>2446</u>	<u>4-5-81</u>	<u>8014</u>
	<u>5568</u>	<u>1836</u>	<u>4-5-82</u>	<u>7404</u>
	<u>5568</u>	<u>1224</u>	<u>4-5-83</u>	<u>6792</u>
	<u>5568</u>	<u>612</u>	<u>4-5-84</u>	<u>6180</u>
Face Amount of Note	<u>27840</u>	<u>7394</u>	XXXXXXXX	<u>35234</u>

E. SECURITY: Itemize and indicate valuations

Personal Property	<u>Unsecured</u>	<u>?</u>	Amount
Real Estate: Number Acres	<u>320</u>	Valuation	<u>150,000</u>
		Liens	<u>9,000 Republic National</u>
TOTAL SECURITY			<u>59,000</u>

F. OTHER

Guarantors _____ Insurance Coverage _____
Guarantors _____

PCA USE ONLY LOAN ANALYSIS

Estimated Repayment Margin or (Carryover) on Operating Loan Due	Amount			
☐ Original Analysis ☐ Reanalysis ☐ Crop Survey Dated _____	<u>60,000</u>			
Other Sources (Itemize): _____				
Estimated Total Repayment First Year	<u>- 0 -</u>			
Less: 1. First Installment Due On _____				
2. Other current PCA T/L Installments Not Budgeted _____				
Estimated Repayment Margin or (Carryover)	<u>60,000</u>			
Future Installments will be paid from _____				
Total Outstanding Commitment to this Member On All Loans This Date \$ <u>281,085</u>	Date of Note _____ Rate _____			
For FICB Review _____ Prior Approval _____ Analysis <u>2</u> Credit Class <u>1</u> Excess FICB _____ FCA _____ Official _____ Territorial _____				
Type of Operation <u>L</u> Prior Loan Analyzed _____ (Yes-No) For Information Only _____ (Yes-No) L/C Classification of R.E. _____				
PCA Comments Attached _____ (Yes-No)	L/C Action _____ Phone _____ PCA			
THIS SPACE FOR FICB USE ONLY				
Memo	Refer to	Action	Date	Initials
C				
R				
C				
L				
PCA No	BR No.	Member No.	Loan No.	Note No.
<u>212</u>	<u>01</u>	<u>0279196</u>	<u>3</u>	<u>1</u>

G. GENERAL COMMENTS ABOUT M^Y OPERATION AND REQUESTED LOAN

Member has purchased a Punt which goes on the ground where Lakeview South of Living Creek - A power line will be placed along with the existing mainline & wheel line. 3 lines will go to Bill's place & leave 2 with the Punt. Power expense will be covered in operating.

By for approval witnessed
with signatures of [unclear] & [unclear]

H. GENERAL LOAN TERMS AND CONDITIONS

Applicant acknowledges and agrees to be bound by the following general loan terms and conditions.

- 1. Laws, Regulations and ByLaws.** All loans made by the Association are subject (a) to the Federal Farm Credit Act of 1971, as now or hereafter amended, supplemented or superseded by Act of Congress, (b) to all the regulations issued thereunder, and (c) to the bylaws of the Association.
- 2. Interest.** Applicant shall pay interest on each advance from the date of each such advance to the date of repayment at the rate specified in the note(s) evidencing the loan(s), provided, however, that if the interest rate on loans of Association is changed by proper authority, Applicant shall pay interest at new rate from the effective date thereof on the outstanding balance of the loan as well as on future advances.
- 3. Disbursement.** The loan shall be disbursed in accordance with that certain cash flow budget which forms a part of this agreement. Disbursements may be made on the promissory note(s) of Applicant at such other times and in such other amounts as shall be mutually determined by production, seasonal needs or similar operational factors. Association may withhold or disburse from loan proceeds such amount or amounts as may be necessary for the payment of class B stock, participation certificates, service fees, insurance premiums, taxes and all filing and recording fees or expenses incurred or required by Association to fully perfect its security interest in collateral offered by Applicant and otherwise to consummate the loan. Loan disbursement may be through the use of drafts if authorized by the association. All drafts are subject to acceptance by the association. Indiscriminate use of drafts will not be allowed.
- 4. Collateral.** Unless otherwise expressly provided herein or in instruments of security, collateral to be offered shall be owned by the Applicant, free of all encumbrances and security interests (except any security interest of Association). Applicant shall, prior to any disbursement of the loan, deliver to Association such evidence of title or priority of security interest(s) as Association may require.
- 5. Instruments.** Applicant shall, upon request of Association, execute and deliver such instruments as may be necessary to complete all loan requirements and each such instrument shall be in form and substance acceptable to Association. Each loan-instrument shall complement the others and in any dispute between Applicant and Association they may be admitted singularly or collectively in evidence.
- 6. Stock, Participation Certificates and Surplus.** Applicant shall own or purchase stock or participation certificates of Association as required under its bylaws. As additional collateral for a loan, the Association shall have a first lien on all such stock, participation certificates and all surplus account allocations and distributions thereof.
- 7. Member Transaction Summary ("MTS").** The record of all loan and capital equity transactions shall be evidenced by the "Member Transaction Summary" to be printed and issued to the Applicant periodically by the Association through its Management Information System. Such summary shall be binding upon the Applicant and Association as to transactions recorded thereon and may be admitted in evidence by any court at the request of either party to prove the loan and capital equity accounts of the Applicant.
- 8. Power of Attorney.** If there is more than one Applicant other than a corporation, each of the undersigned hereby appoints each of the other undersigned as attorney-in-fact with full authority to vote, transfer, exchange, convert or retire stock or participation certificates as provided in the bylaws of the Association.
- 9. Preparation of Application.** Although this Application is a printed form and Association may render certain assistance in the mechanics of preparation of this Application and the schedules attached hereto, this Application shall be construed as though prepared by both Applicant and Association.
- 10. Complete Agreement.** Unless expressly superseded by a formal loan agreement, this Application and initialed schedules, plus the Association's loan agreement letter, combine to set forth the entire agreement between Applicant and Association and may be amended or interpreted only in writing signed by the Applicant and Association.
- 11. Binding Effect.** All rights of Association shall inure to the benefit of its successors and assigns and all obligations of Applicant shall bind Applicant's heirs, executors, administrators, successors and assigns. If there be more than one Applicant, their obligations shall be joint and several.
- 12. Evidence of Indebtedness.** A total loan commitment shall include (i) a disbursement commitment to be evidenced by and repaid with interest in accordance with this application and a promissory note and (ii) any commitment for the purchase of required capital equities in the Association at current rate of investment to be evidenced by and repaid with interest in accordance with this application and either the Member Transaction Summary or the promissory note of the borrower as determined by the Association.

J. SCHEDULES The following schedule(s) form(s) a part of this Application by attachment or reference.

Schedule	Date	Schedule	Date
Financial Statement and Supplement			

K. No material change since financial statement dated _____ on file with PCA Initial _____



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

April 15, 2005

X
X
X
X

Re: Evidence of Priority

RESPONSE DEADLINE
JUNE 17, 2005

Dear Claimant:

The Notice of Claim identified with the number shown above your name on the mailing label has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates your water usage is based on "Beneficial Use" or a "Statutory Claim." Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed. The date of first use, known as the priority date, has not been confirmed by a License, Decree or Permit. The Department will, in the coming year, conduct reviews and/or field exams for the claims in your area. Since the priority date of a beneficial use water right cannot be confirmed by field examination, **proof must be provided by the claimant** supporting the priority date claimed.

If you no longer own the property to which the claim is appurtenant please forward this correspondence to the present owner, or return it to the Department. If you have received this correspondence from the previous owner of the property it is required that you file a Change of Ownership form with the Department in order to receive future mailings and to continue to be a party in the adjudication.

Enclosed you will find a computer printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority." The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement.

PLEASE NOTE: The Department will not recommend the court decree the notice **as claimed** if no evidence of a priority date is submitted – it may be disallowed. It will be to your advantage to provide clear and convincing evidence. If you choose to submit statements from individuals as evidence, the statement does **not** need to be in the form of a notarized affidavit as described in the brochure, but must relate first hand knowledge of the water right in question and include dates, quantities of water and extent of water use.

Submit the required evidence supporting the priority date by the date shown above, referencing all documents with the corresponding Notice of Claim number (i.e. 37-____). If you have questions not covered by this letter or the enclosed pamphlet, please contact this office.

Sincerely,

Douglas Jones, P.E.
Water Rights Supervisor

Enclosures