

REJECTED

Page 2 of _____STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of applicant _____ Phone _____

Post Office address _____

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes _____

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

- | 1. Right Number | Priority | Amount
(cfs/ac-ft) | Nature
of Use | Period of Use |
|-----------------|-------------------|-----------------------|--------------------------------|------------------------------|
| <u>67-14592</u> | <u>10/01/1987</u> | <u>.62 CFS</u> | <u>Diversion to Storage</u> | <u>01/01</u> to <u>12/31</u> |
| _____ | _____ | <u>12.4 AC-Ft</u> | <u>Irrigation from Storage</u> | <u>04/15</u> to <u>10/15</u> |
| _____ | _____ | <u>12.4 AC-Ft</u> | <u>Irrigation Storage</u> | <u>01/01</u> to <u>12/31</u> |
| _____ | _____ | _____ | _____ | _____ to _____ |
2. Total amount of water being transferred _____ cubic feet per second and/or _____ acre-feet per annum.
3. Source of water _____ tributary to _____
4. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	

Total acres _____

- SEE Page 1 -

PART 1

6. General Information:

- a. Description of diversion system Cement box and adjustable Lockble head gate diverting water from Rush Creek into a 10" PVC Pipe with flow meter. Pipe carries water into storage Runway to Land for Irrigation.
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

- c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

Water rights were transferred to Farns place purchased by Wiggins. Wiggins then sold Farns Place to New bold with its original water rights. Pursuant to contract agreement Wiggins installed a New Diversion work & Pipe Line so the

d. Remarks:

Wiggins rights could be transferred back to Wiggins & New bold retain Farns original Rights & original Diversion Head gate and Pipe. See Contract attached as Ex A.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No.

And said application is hereby , subject to the following limitations and conditions:

Witness my hand this day of , 19 .

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT**

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

See Proot Reports

- 1. Right evidenced by:**

a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____

b. License No. _____ issued by the Idaho Department of Water Resources.

c. Claim No. _____ on file with the Idaho Department of Water Resources.

d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

Tax Notice

☐ **Warranty Deed**☐ Other _____

3. Source of water _____ tributary to _____

4. Date or priority
-

- 5. Water is used for the following purpose:**

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right _____ cubic feet per second and/or _____ acre-feet per annum.

- 7. Point(s) of Diversion:**

[illegible]

- 8. Lands irrigated or place of use:**

[illegible]

Total acres _____

9. Describe any other water rights used for the same purpose as described above _____

05/08/2006

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

RIGHT NUMBER: 67-14586

NAME AND ADDRESS: BRETT NEWBOLD
3488 WARD RD
CAMBRIDGE ID 83610

SOURCE: RUSH CREEK

TRIBUTARY: WEISER RIVER

QUANTITY: 0.250 CFS
49.200 AFY

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

PRIORITY DATE: 05/01/1922

POINT OF DIVERSION:

T15N R03W S3 SWNE Within WASHINGTON County

T15N R03W S10 NWSE Injection Within WASHINGTON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 10/31	0.250 CFS

PLACE OF USE: IRRIGATION Within WASHINGTON County

T15N R03W S03	NWSE	40.00	T15N R03W S03	SWSE	40.00
T15N R03W S03	SESE	40.00	T15N R03W S10	SESE	40.00

160 ACRES TOTAL

This right is limited to the irrigation of 12.3 acres within the place of use described above in a single irrigation season.

The rights listed below are limited to the irrigation of a combined total of 160 acres in a single irrigation season. Combined Right Nos.: 67-14586, 67-14588, and 67-14592.

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 -

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

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

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

The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval. Approval date 6-21-1994.

05/08/2006

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

RIGHT NUMBER: 67-14592

NAME AND ADDRESS: BRETT NEWBOLD
3488 WARD RD
CAMBRIDGE ID 83610

SOURCE: RUSH CREEK

TRIBUTARY: WEISER RIVER

QUANTITY: 0.620 CFS
12.400 AFY

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

PRIORITY DATE: 10/01/1987

POINT OF DIVERSION:

T15N R03W S3 SWNE Within WASHINGTON County

T15N R03W S10 NWSE Injection Within WASHINGTON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION FROM STORAGE	04/15 10/15	12.40 AFY
DIVERSION TO STORAGE	01/01 12/31	0.620 CFS
IRRIGATION STORAGE	01/01 12/31	12.40 AFY

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

PLACE OF USE: IRRIGATION STORAGE Within WASHINGTON County

T15N R03W S10 NESW

IRRIGATION FROM STORAGE Within WASHINGTON County

T15N R03W S03	NWSE	40.00	T15N R03W S03	SWSE	40.00
T15N R03W S03	SESE	40.00	T15N R03W S10	NENE	40.00

160 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 160 acres in a single irrigation season. Combined Right Nos.: 67-14586, 67-14588, and 67-14592.

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

05/08/2006

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

RIGHT NUMBER: 67-14588

NAME AND ADDRESS: BRETT NEWBOLD
3488 WARD RD
CAMBRIDGE ID 83610

SOURCE: RUSH CREEK

TRIBUTARY: WEISER RIVER

QUANTITY: 0.860 CFS
36.900 AFY

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

PRIORITY DATE: 05/28/1986

POINT OF DIVERSION:

T15N R03W S3 SWNE Within WASHINGTON County

T15N R03W S10 NWSE Injection Within WASHINGTON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION STORAGE	01/01 12/31	36.90 AFY
IRRIGATION FROM STORAGE	04/15 10/15	36.90 AFY
DIVERSION TO STORAGE	01/01 12/31	0.860 CFS

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

PLACE OF USE: IRRIGATION STORAGE Within WASHINGTON County

T15N R03W S10 NESW

IRRIGATION FROM STORAGE Within WASHINGTON County

T15N R03W S03	NWSE	40.00	T15N R03W S03	SWSE	40.00
T15N R03W S03	SESE	40.00	T15N R03W S10	NENE	40.00

260 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 160 acres in a single irrigation season. Combined Right Nos.: 67-14586, 67-14588, and 67-14592.

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

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05/08/2006

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

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

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

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

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

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

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

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

Split history for Decreed Right ~~67-04514~~

WR History

Claim History

67-04514	Dale/Rippen
0.4	cfs
20	ac
	af

67-04514	Wiggins
0.4	
260	
80	

Limit 20 ac

67-14585	Wiggins
0.15	
100	
30.8	
Newbold	
0.25	
160	
49.2	

Back

67-07704	Wiggins
1.4	cfs
60	ac
60	af

67-07704	Wiggins
1.4	
260	
60	

67-14587	Wiggins
0.54	
100	
23.1	
Newbold	
0.86	
160	
36.9	

Back

67-07723	Wiggins
1	cfs
60	ac
20.1	af

67-07723	Wiggins
1	
260	
20.1	

67-14591	Wiggins
0.38	
100	
7.7	
Newbold	
0.62	
160	
12.4	

Back

CFS =	2.8
Acre =	140

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

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

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

*Last updated 6-30-05 (csaxton)

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

PART 3**B. CHANGES IN NATURE OF USE**

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
				to
				to

2. Quantity and quality of return flows and location of discharge:

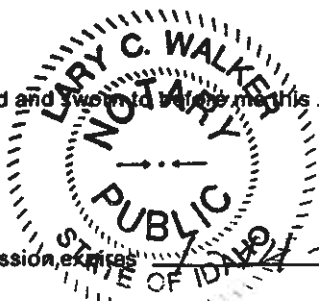
Answer Early stored water in storage pond is released into Rush creek
in equal ^{amount} of water diverted for irrigation later during year.

Describe effects on other water uses resulting from the proposed change:

No adverse affect on other water rights as all is
being returned to status quo prior to wiggin's
transfer of this same water on to farms place.

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Subscribed and sworn to before me this 8 day of JUNE, 1926

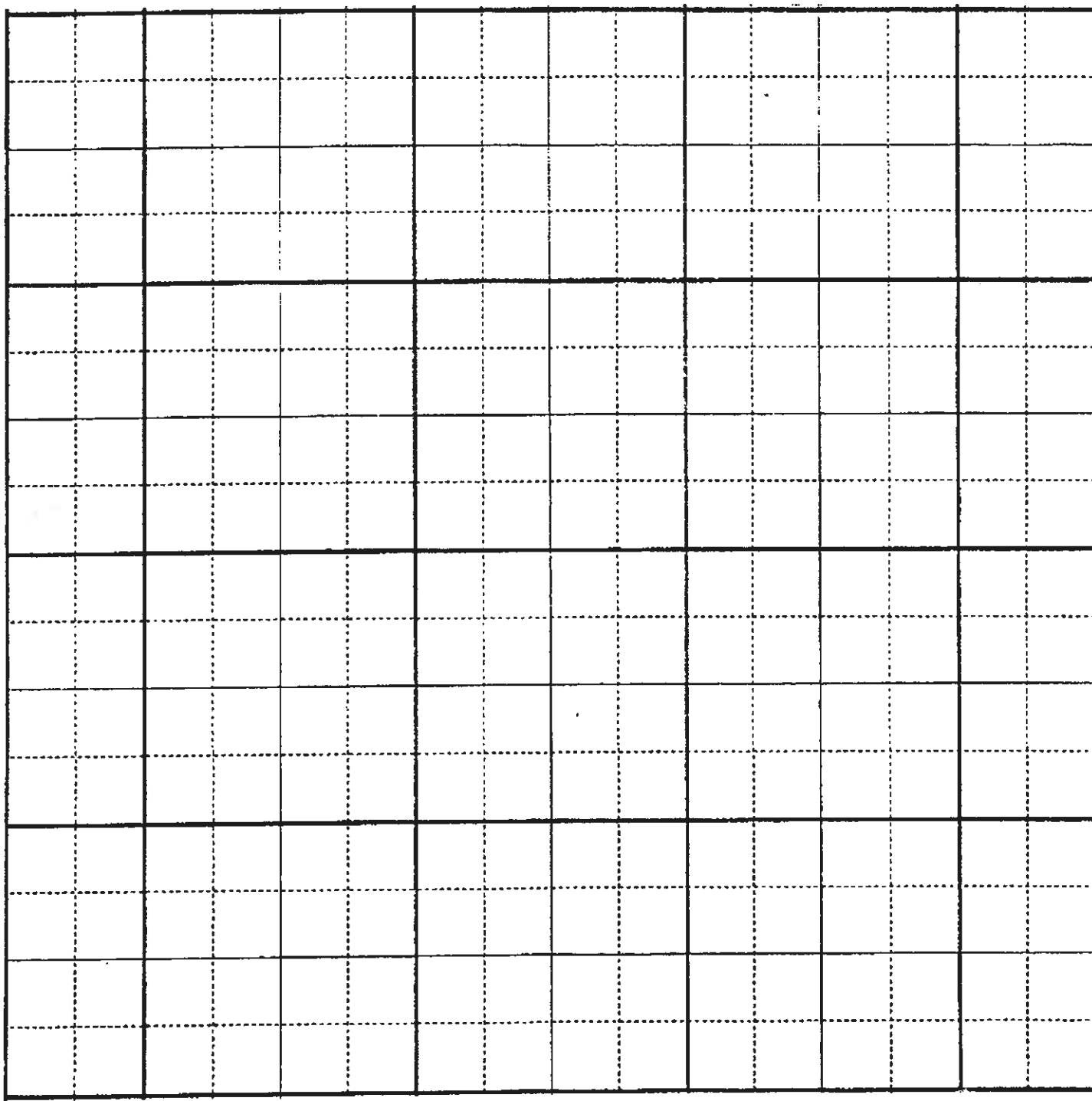
(Signature of Applicant)

Larry C. Walker
 (Notary Public)

My commission expires 1-11-27**FOR DEPARTMENT USE ONLY**Transfer contains pages and attachmentsReceived by DS Date 6-20-06Protest filed by Prelim. check by Fee \$290-Receipted by DS W034352 Date 6-20-06Published in Copies of protest forwarded by Pub. dates Hearing held by Date Watermaster recommendation requested on Recommended for ☐ approval ☐ denial rec'd. by Copy of transfer sent to lien holder

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

- A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.



Idaho Department of Water Resources

Legend

Point of Diversion



Place of Use



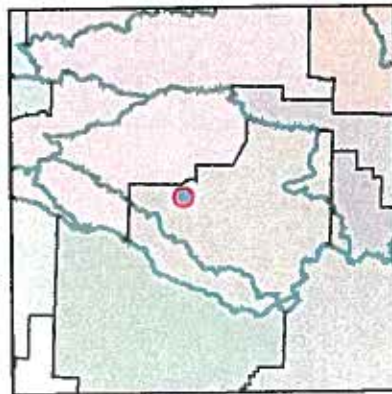
Townships



PLS Sections



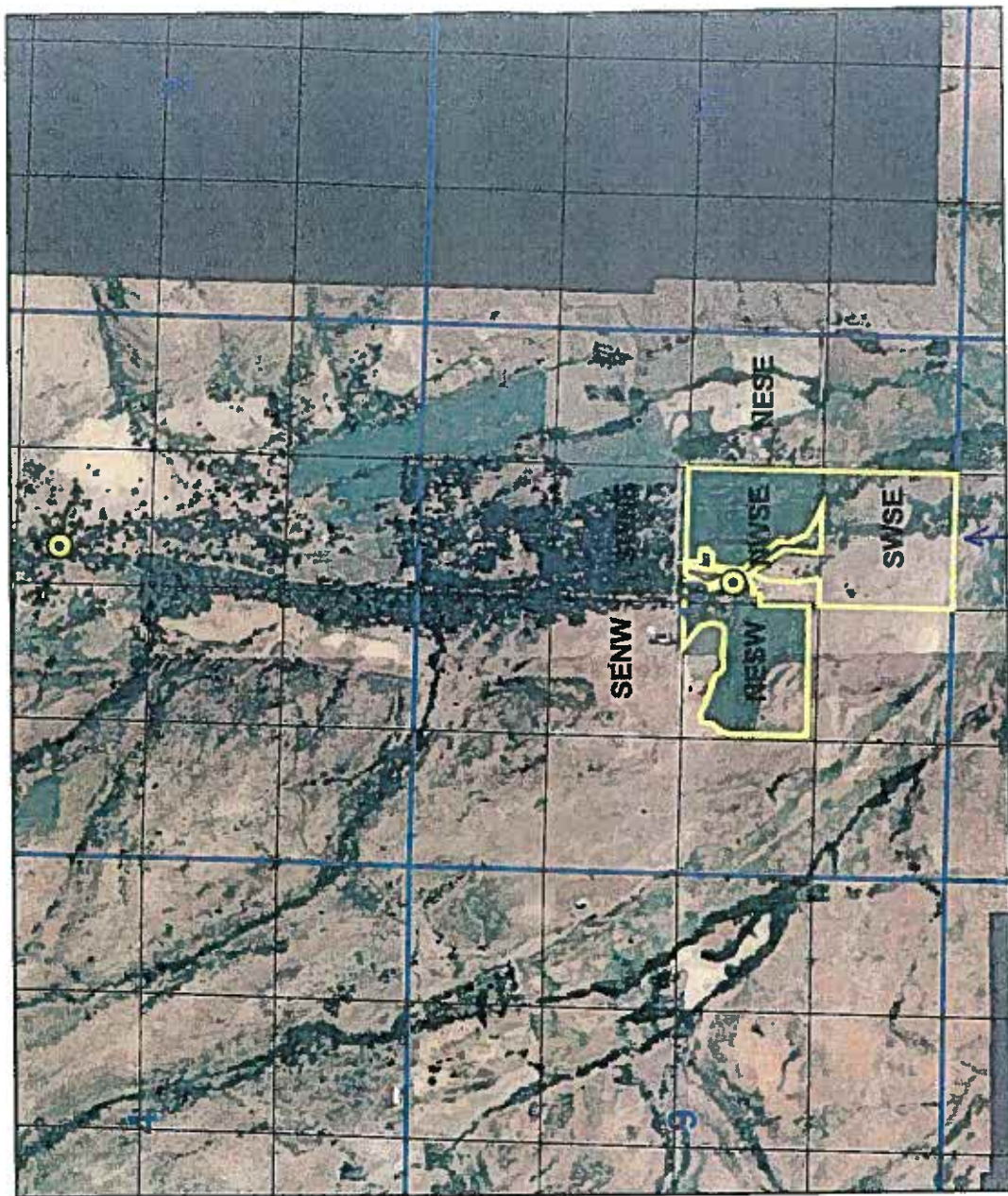
Quarter Quarters



Washington County
IDWR Basin 67



R03W



T15N

1.4 Miles

0.7

0

New P/4

Ex A

IRRIGATION PIPELINE AGREEMENT

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

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

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

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

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

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

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

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

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

Irrigation Pipeline Agreement
Page 2

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

2. **Construction Standards for Extension of Pipeline No. 2**

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

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

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

4. **Easement for Maintenance of Pipeline No. 1**

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

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

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

6. **Existing Water Rights**

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

Irrigation Pipeline Agreement
Page 3

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

7. Performance Bond

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

8. Consolidation of the Newbolds and Brett Newbold Water Rights

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

9. Cooperation By Parties

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

10. Further Documentation

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

11. Binding On Heirs and Assigns

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

12. Complete Agreement

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

Exhibit A - Property of Brett Newbold

Exhibit B - Property of Melvin and Bess Newbold

Brett Newbold
Brett Newbold Date
Kenneth Wiggins
Kenneth Wiggins Date
Melvin Newbold 10/24/01
Melvin Newbold Date