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APR 24 2000

Department of Water Resources
Southern Region

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

Department of Water Resources

1. Water Right No(s): 47-10544Adjudication Claim No(s): A47-167562. 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** showing the location of the place of use of the water right(s) or claims(s). (These are usually attached to your deed or on file with the county.)

OR

C. If your water right or adjudication claim is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.3. Name and Address of Former
Owner/Claimant

4. New Owner/Claimant(s)

Jerald +/or Janet B. Wimberley

Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

1275 E 4400 N

City, State and ZIP Code

Buhl, ID 83316

New Telephone Number

(208) 543-8013

5. Date you acquired the property

9-28-98

6. Did you acquire all of the former owner's property? If you did, skip this item and go to item 7. If you acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). Describe in detail your portion of each water right or adjudication claim in the spaces in the box below **only if the water right(s) or claim(s) need to be split between owners.** If necessary, attach additional pages. 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.

Number of acres you irrigate with this water right _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes you acquired _____ Other uses **MICROFILMED**7. Signature of New Owner(s)
or Claimant(s).

Jerald B. Wimberley

JAN 28 2001

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.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, by Lawrence Silvey and Marian Farnworth, Co-Personal Representatives of the Estate of Vera E. Silvey-Ellison, deceased, Grantors, to Lawrence Silvey and Marian Farnworth, whose address is Post Office Box 501, Buhl, Idaho 83316.

GRANTORS are the qualified Co-Personal Representatives of said estate filed as Probate No. SP 97-504 in Twin Falls County, Idaho;

THEREFORE, For valuable consideration received, grantors grant, sell, convey, release, remise and quitclaim to grantees the following described real property located in Twin Falls County, Idaho:

Parcel 1

Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho

Section 22: A parcel of land located in the ~~N4NE4~~ and being more specifically described as follows:

COMMENCING at the North quarter corner of Section 22, Township 9 South, Range 14 EBM;

Thence North 89°21'17" East 1031.00 feet along the Northerly boundary of said Section 22 to the REAL POINT OF BEGINNING;

Thence South 0°38'43" East 135.00 feet;

Thence South 8°41'55" East 311.03 feet;

Thence North 88°54'33" East 495.54 feet to the centerline of Mud Creek;

Thence Northerly along the centerline of Mud Creek for the following six (6) courses and distances:

North 53°17'02" East 119.23 feet;

North 69°21'01" East 76.62. feet;

North 2°21'51" West 16.10 feet;

North 15°02'14" West 95.30 feet;

North 25°44'22" West 87.87 feet;

North 17°37'41" West 12.31 feet;

Thence South 89°21'17" West 365.46 feet;

Thence North 0°38'43" West 142.90 feet to a point on the

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Parcel 3

T 9S R14 EBM, Twin Falls County

A parcel of land located in the N $\frac{1}{2}$ NE $\frac{1}{4}$ being more particularly described as follows:

Beginning at the NE corner of N $\frac{1}{2}$ NE $\frac{1}{4}$;

Thence South 89°21'17" West along the North line of said N $\frac{1}{2}$ NE $\frac{1}{4}$ for 846.10' to the TRUE POINT OF BEGINNING;

Thence South 00°03'04" East for 3.20 ft;

Thence South 89°21'17" West 53 ft to the centerline of Mud Creek along the centerline of said creek for the following Five (5) courses & distances;

North 02°21'51" West for 16.10 feet;

North 15°02'14" West for 95.30 feet;

North 25°44'22" West for 87.87 feet;

North 17°37'41" West for 52.74 feet;

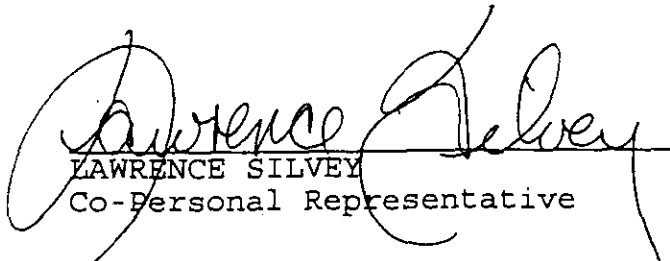
North 12°27'55" East for 107.08 feet to the North Line of said N $\frac{1}{2}$ NE $\frac{1}{4}$

Thence South 78°51'19" East along said North Line for 111.22 feet to the TRUE POINT OF BEGINNING

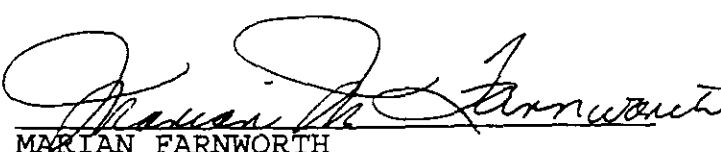
Subject to Road Right of Way along the North line of the above described tract of land.

With all improvements thereon.

EXECUTED this 25th day of September, 1998.


LAWRENCE SILVEY

Co-Personal Representative


MARIAN FARNWORTH

Co-Personal Representative

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Working Copies

THIS DEED OF TRUST, Made this 25, day of Sept 1998,

BETWEEN JERRAL B. AND JANET A. WIMBERLEY, husband and wife,

herein called GRANTORS

whose address is 800 Main St., Buhl, Idaho,

TWIN FALLS TITLE & ESCROW COMPANY,

herein called TRUSTEE, and Lawrence R. Silvey and Marion M. Farnworth

herein called BENEFICIARY, WITNESSETH: That Grantor does hereby irrevocable GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Twin Falls, State of Idaho, described as follows and containing not more than twenty acres:

See attached description containing two pages.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of Two Hundred Thousand Dollars and No Cents Dollars, (\$200,000.00),

Final payment due October 10th 2013

and to secure the payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act due pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys fees in a reasonable sum, in any such action or proceeding which Beneficiary or Trustee may appear.
4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall, at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary of Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that

1. Any award or damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to decline default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may; reconvey all or any part of said property, consent to the making of any map or plan thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

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5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, title in any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name and for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not constitute or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies in, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed in all of the powers and duties of the trustee or trustees named herein.

Repealed is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

This Deed of Trust is subject to and incorporates herein that Deed of Trust and Addendum re: Partial Release of Security and that Deed of Trust Addendum Re Notice of Default attached hereto.

Jerral B. Wimberley
JERRAL B. WIMBERLEY

Janet A. Wimberley
JANET A. WIMBERLEY

State of IDAHO)
County of Twin Falls) ss.

On this 24th day of Sept, 1990, before me, Orville Mc personally

appeared Jerral B. Wimberley & Janet A. Wimberley, his wife

known or identified to me to be the person(s) whose name(s)

is/are subscribed to the within instrument and acknowledged

to me that he/she/they executed the same.

Notary Public
Residing At: Jerome
Commission Expires: 2-26-03

STATE OF IDAHO, COUNTY OF

I HEREBY CERTIFY That on this instrument was filed for record as the request of

at _____ minutes past _____ o'clock M.,
this _____ day of _____ 19 _____

in my office and duly recorded as Instrument No. _____

Ex-Officio Recorder

By _____
Deputy

The Primmisary Note or Notes, and any evidences of further and/or additional advances must be presented with this Request

Idaho , 19

TO: Twin Falls Title & Escrow Company, Trustee

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certified that

the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Beneficiary

Address

Telephone No.

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1990 4 3 2000

EXHIBIT A

Parcel 1

Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho

Section 22: A parcel of land located in the N~~W~~NE~~W~~ and being more specifically described as follows:

COMMENCING at the North quarter corner of Section 22, Township 9 South, Range 14 EBM;

Thence North 89°21'17" East 1031.00 feet along the Northerly boundary of said Section 22 to the REAL POINT OF BEGINNING;

Thence South 0°38'43" East 135.00 feet;

Thence South 8°41'55" East 311.03 feet;

Thence North 88°54'33" East 495.54 feet to the centerline of Mud Creek;

Thence Northerly along the centerline of Mud Creek for the following six (6) courses and distances:

North 53°17'02" East 119.23 feet;

North 69°21'01" East 76.62 feet;

North 2°21'51" West 16.10 feet;

North 15°02'14" West 95.30 feet;

North 25°44'22" West 87.87 feet;

North 17°37'41" West 12.31 feet;

Thence South 89°21'17" West 365.46 feet;

Thence North 0°38'43" West 142.90 feet to a point on the Northerly boundary of said Section 22;

Thence South 89°21'17" West 276.98 feet along the Northerly boundary of said Section 22 to the REAL POINT OF BEGINNING.

TOGETHER WITH a twenty-five (25) foot wide roadway easement described as being centered on the following described centerline: COMMENCING at the Northwestern corner of the above described parcel of land;

Thence North 89°21'17" East 443.70 feet along the Northerly boundary of said Section 22 to the POINT OF BEGINNING;

Thence South 7°24'38" West 144.32 feet to the POINT OF ENDING.

SUBJECT TO a twenty-five (25) foot wide road right-of-way along the Northerly boundary of said Section 22, and an access easement being described as:

COMMENCING at the Northwestern corner of the above described parcel of land;

Thence North 89°21'17" East 276.98 feet;

Thence South 0°38'43" East 142.90 feet;

Thence North 89°21'17" East 72.50 feet to the POINT OF BEGINNING;

Thence North 89°21'17" East 82.00 feet;

Thence South 0°38'43" East 45.00 feet;

Thence South 89°21'17" West 82.00 feet;

Thence North 0°38'43" West 45.00 feet to the POINT OF BEGINNING.

Together with 3/4 shares of Twin Falls Canal Company water

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Parcel 2

Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho.

Section 22: A parcel of land in the N~~W~~NE~~W~~ and being more specifically described as follows:

COMMENCING at the Northeast section corner Section 22, Township 9 South, Range 14. E., B.M.;

THENCE South 89°21'17" West 940.10 feet along the Northerly boundary of said Section 22 to the REAL POINT OF BEGINNING;

THENCE Southerly along the centerline of Mud Creek the following two courses and distances:

South 12°27'55" West 107.08 feet;

South 17°37'41" East 40.43 feet;

Thence South 89°21'17" West 365.46 feet;

THENCE North 0°38'13" West 142.90 feet to a point on the Northerly boundary of said Section 22;

Thence North 89°21'17" East 377.94 feet along the Northerly boundary of Section 22 to the REAL POINT OF BEGINNING.

Parcel 3

T 9S R14 EBM, Twin Falls County

A parcel of land located in the N~~W~~NE~~W~~ being more particularly described as follows:

Beginning at the NE corner of N~~W~~NE~~W~~;

Thence South 89°21'17" West along the North line of said N~~W~~NE~~W~~ for 846.10' to the TRUE POINT OF BEGINNING;

Thence South 00°03'04" East for 3.20 ft;

Thence South 89°21'17" West 53 ft to the centerline of Mud Creek along the centerline of said creek for the following Five (5) courses & distances;

North 02°21'51" West for 16.10 feet;

North 15°02'14" West for 95.30 feet;

North 25°44'22" West for 87.87 feet;

North 17°37'41" West for 52.74 feet;

North 12°27'55" East for 107.08 feet to the North Line of said N~~W~~NE~~W~~

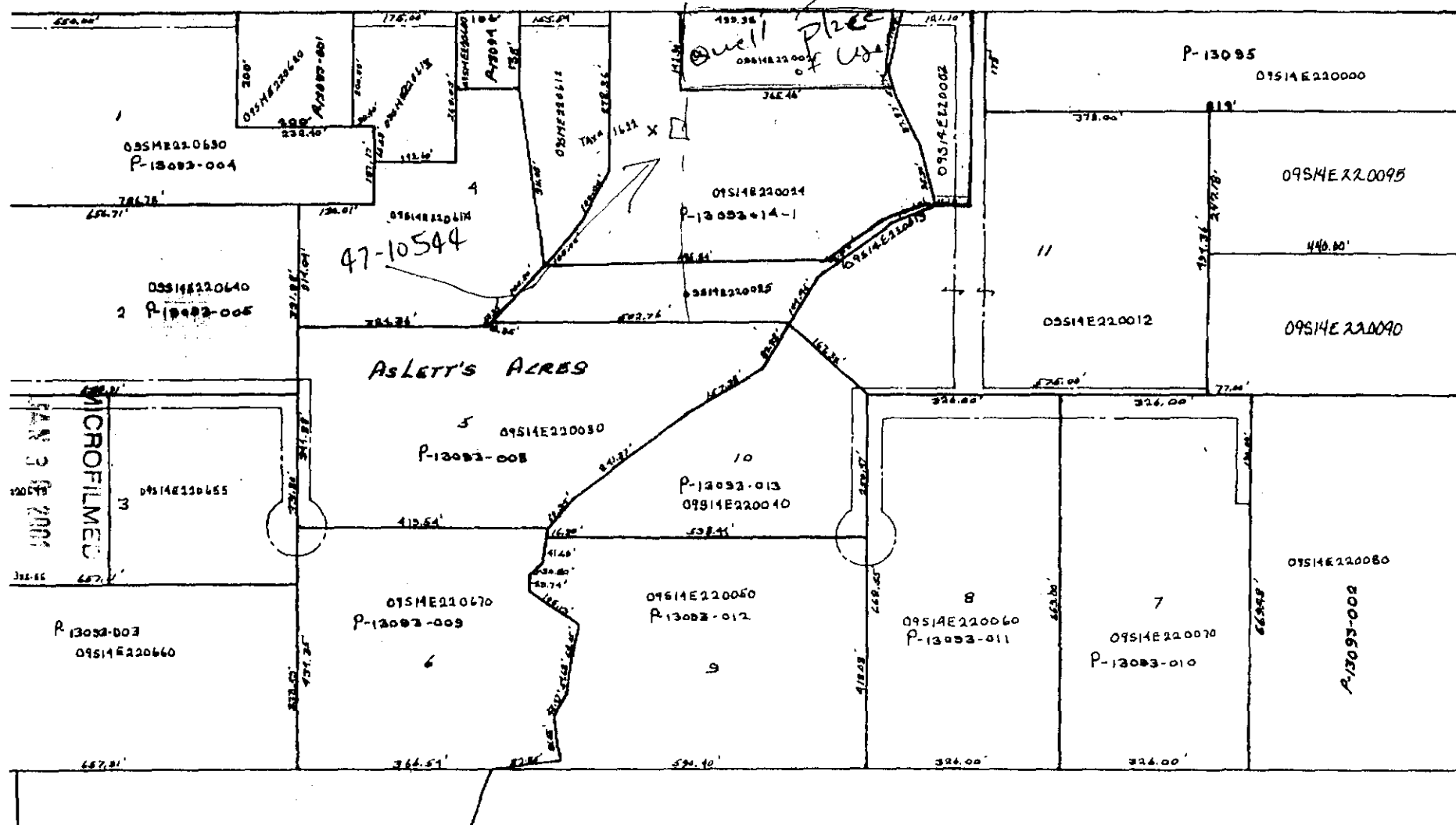
Thence South 78°51'19" East along said North Line for 111.22 feet to the TRUE POINT OF BEGINNING

Subject to Road Right of Way along the North line of the above described tract of land.

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47-16756 - claim stage.



IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 47-10544

NAME AND ADDRESS: LAWRENCE SILVEY
1006 HARNEY ST
LARAMIE, WY 82072

MARION M FARNWORTH
RT 1 BOX 28
CLEARBROOK, MN 56634

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 01/01/1984

POINT OF DIVERSION: T09S R14E S22 NENWNE Within Twin Falls County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Stockwater	04-01 TO 10-01	0.02 CFS
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS

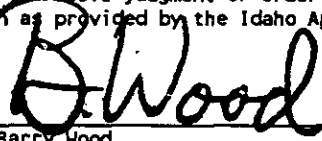
PLACE OF USE:	Domestic		Within Twin Falls County
	T09S R14E S22	NWNE	
	Stockwater		Within Twin Falls County
	T09S R14E S22	NWNE	

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

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State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

January 23, 2001

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

JERRAL B WIMBERLEY
JANET A WIMBERLEY
1275 E 4400 N
BUHL ID 83316

RE: Change of Ownership for Water Right 47-10544

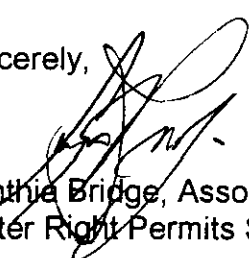
Dear Water Right Holder(s):

The department acknowledges your request to correct the middle initials of the water right owners. The department has modified its records to reflect the change and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,


Cynthia Bridge, Associate Engineer
Water Right Permits Section

Enclosure

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Department of Water Resources

12-21-00

Dear KareLynn Townsend;

I talked to Sally in adjudication and she said to send you copies of what I received for change of ownership for water right # 47-10544.

We also purchased the other parcel on the map enclosed, which includes another well on property she described as (9 S.) (14 E) 22 section (NENE).
(Township) (Range) (Tract).

The adjudication # on that well water rights is 47-16756. She needs that information to change the ownership name. This was purchased from Lawrence Silvey and Marion Farnworth, (brother + sister). It was their mother's estate.

If you need more information, please let me know.
Thank you.

Sincerely,

Jerral B. Wimberley
1275 E 4400 N
Buhl, ID 83316

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JAN 30 2001



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

December 7, 2000

B.
JERRAL WIMBERLEY
JANET *A* WIMBERLEY
1275 E 4400 N
BUHL ID 83316

RE: Change of Ownership for Water Right 47-10544

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact the department if you have questions.

Sincerely,

for 
Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

*Kare Lynn,
The middle initial "B." got put
into Janet's name, instead of Jerral's.
Janet's middle initial is "A". Could
you please correct this.*

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JAN 30 2001

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT NO. 47-10544

JANET A. WIMBERLEY
JERRAL WIMBERLEY
1275 E 4400 N
BUHL ID 83316

Priority Date: 01/01/1984
Stage: DECREED

Source: GROUNDWATER

Beneficial Use	From:	To:	Diversion Rate	Volume
DOMESTIC	01-01	12-31	0.04 CFS	
STOCKWATER	04-01	10-01	0.02 CFS	
	Total:		0.04 CFS	

Point(s) of Diversion: NENWNE, Sec. 22, Township 09S, Range 14E

Place(s) of Use: DOMESTIC

Twp:	Rng:	Sec:	Tract: Acres:	Tract: Acres:	Tract: Acres:
09S	14E	22	NWNE		

Place(s) of Use: STOCKWATER

Twp:	Rng:	Sec:	Tract: Acres:	Tract: Acres:	Tract: Acres:
09S	14E	22	NWNE		

Conditions of Approval and Remarks:

1. THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
2. THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. 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.
4. LIVESTOCK/11 RANGE

MICROFILMED

REV 3 0-2001

Townsend, KariLynn

From: Sherman, Sally
Sent: Friday, December 15, 2000 2:58 PM
To: Townsend, KariLynn
Subject: 47-10544 o/change

Howdy. Dr. Jerral Wimberly just called me regarding the papers you sent him. After the usual "20 questions" I determined you had an o/change from him and had sent him a letter confirming rec't of same. He told me his wife doesn't have a middle initial, but his is "B". I instructed him to write that info down on a copy of what you sent him, and send it to you.

(that was the easy part)

Then he asked me about his other well.... He also purchased A47-16756. W.A. has no record of this, so it'll be me who takes care of that one. However, that number should be added to the o/change form he sent you. He's also going to write that down. I asked him if the property for -16756 was on the same Deed as for the -10544 property, and he said he didn't know, but had "several pieces of paper from the Assessor's office". I requested he make legible copies to send us, writing down both numbers on each piece of paper in case they got separated, and send them to you. He said he would do that.

Anyhoo, it was an interesting conversation. The doc is a chiropractor, and sounds as confused about water rights as almost everyone else. He's very nice and very patient and I'm sure is trying very hard to do everything correctly.

And finally, just in case he neglected to write his phone number on the o/change form, it's 208/543-4172 in Beautiful Buhl, Idaho.

...Sal



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

December 7, 2000

JERRAL WIMBERLEY
JANET B WIMBERLEY
1275 E 4400 N
BUHL ID 83316

RE: Change of Ownership for Water Right 47-10544

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact the department if you have questions.

Sincerely,

for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

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JAN 30 2001