

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 BEAR RIVER BASIN WATER SYSTEM
RECEIVED

APR 28 2025

CIVIL CASE NUMBER 79576

Claim ID: 13-7700

Date Recd: 4-28-25

Receipt No: P002003

Claim Fee: 54.00 By: mr3

IDWR/Preston

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

- 1: Name of Claimant(s): PacifiCorp
Phone: 801-220-7803
Mailing Address: 1407 W North Temple Suite 110, Salt Lake City, UT 84116
E-mail Address: Buffi.Morris@PacifiCorp.com
- 2: Date of Priority (mm/dd/yyyy): 3/9/1916
- 3: Source of water: Ground Water () or Other (x) (a) Spring
which is tributary to (b) Bear River
- 4a: Location of Point of Diversion

T	R	S	QQ	Lot	County	Div. Name or Parcel
10S	40E	28	SESW		Caribou	
10S	40E	33	NENW		Caribou	

5. Description of existing diversion works. Diversion is from (a) a spring complex that collects into a drain field and flows through a pipeline, which carried water through the plant, and out to hydrants for stockwater and irrigation; and (b) a second spring along the road that collects into a pipeline and to the same delivery system as (a). Hydrants on the pipeline also allowed for connection for irrigation purposes at the fields.

6. Water is claimed for the following purposes:

Purpose	From (date)	To (date)	cfs	(or) acre feet
Irrigation	4/15	10/31	0.08	
Domestic	1/1	12/31	0.04	
Stockwater	1/1	12/31	0.01	

7. Total quantity claimed (a) 0.13 (cfs) and/or (b) (acre feet)

8. Non-irrigation uses; describe fully: Stockwater - 10 animals (horses, cows, or sheep);
Domestic use is for culinary water used in the plant building.

9: Description of Place of Use

Twp	Rge	Sec	NE				NW				SW				SE				Total
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Total
10S	40E	33					1.4	0.7	0.2	1.7									4
							S	S		D,S									

Parcel no(s):

Total Acres 4**10. In which counties are lands listed above as the place of use located?** Caribou**11. Do you own the property listed above as place of use? Yes (X) No ()**

If "no" explain in Remarks

12: Describe any other water rights used at the same place and for the same purposes as described above.

or None (x)

13. Remarks (include an explanation of the priority date selected):**Remarks to aid in claims review:**

1. Priority date: Consistent with the decreed hydropower rights for the Cove Plant, under rights 13-962 & 13-963. This right is claimed to memorialize the historical use of the spring water at the Cove Plant for the employees who operated the facility, which uses originally included domestic, lawn & garden, small pasture irrigation, and stockwater. Historical photos support the existence of the employee housing. See Attachment 1 for copies of photos from 1915-1916.
2. This claim overlaps the place of use of rights 13-7996 & 13-7998 for the Cove ponds. When the Cove ponds were established in 2017, the underlying field (claimed herein) was removed from irrigation. It is the intent of the claimant to submit a post-adjudication transfer application to convert a portion of water right associated with that field for the maintenance of the Cove ponds.
3. This water right was used to its fullest claimed extent through 2016, prior to the removal of the plant and the installation of the Cove ponds.
4. The quantity claimed herein is greater than the quantity identified on the statutory claim. No actual increase in use has occurred, but rather, it is just represented more fully in this adjudication claim based on standard quantities of water for each beneficial use.
5. The spring in T10S R40E Section 33 NENW used to be shared with the downstream property under water right 13-4135. By mutual agreement, this diversion is no longer shared. Claimant is the sole user of this spring. See Attachment 2 for the agreement.

6. There are 2 attachments to this claim:

1. Historical Photos from 1915-1916, the period of construction of the Cove hydroelectric plant.
2. Agreement to Modify and Replace Water Delivery Agreement Dated January 17, 2007.

14. Basis of Claim (Check one)

Beneficial Use ☒ (X)
Posted Notice ☐ ()
License ☐ ()
Permit ☐ ()
Decree ☐ ()

Court

Plaintiff v. Defendant

Decree Date

IDWR WR number if applicable 13-7700

15: Signatures

(a) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Bear River Basin Water System Adjudication."

(b) I/We do ☒ (X) do not ☐ () wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 2

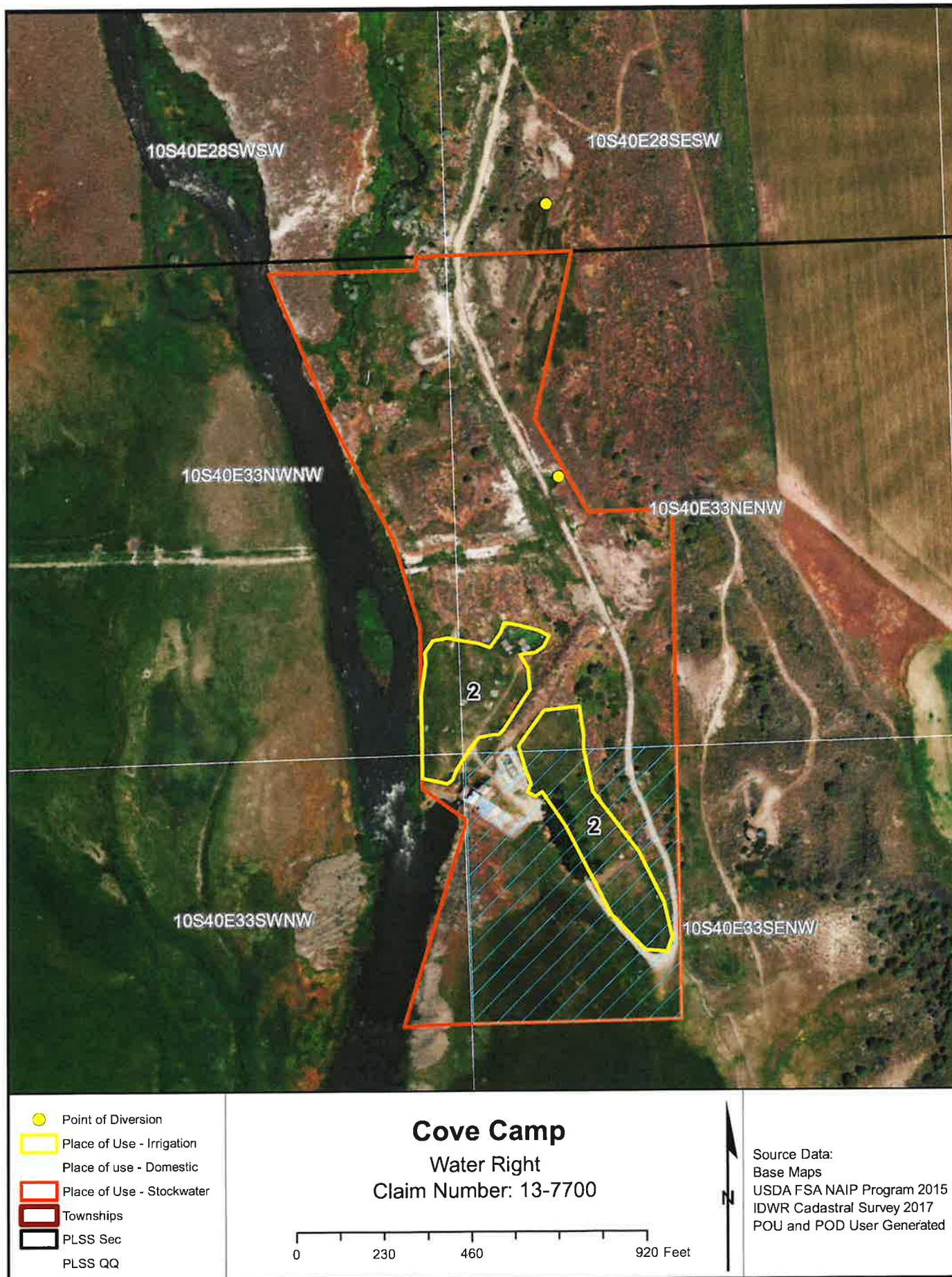
For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

Water Rights Administrator _____ of PacifiCorp
(Agent's Title) (Name of Organization)

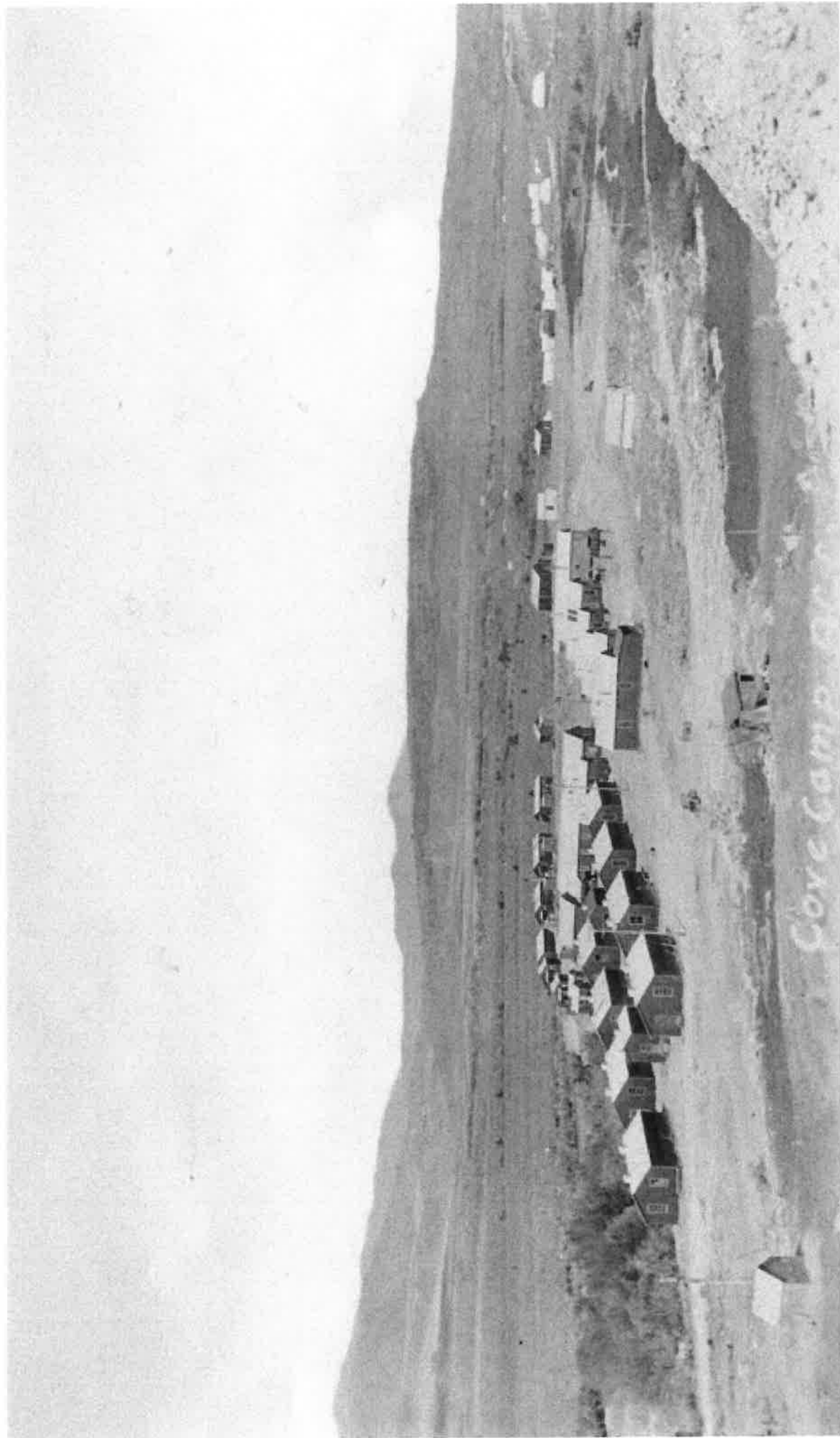
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Buffi Morris Date 4/25/2025

Printed Name of Authorized Agent Buffi Morris



Attachment 1



Coye Camp, Arizona

Attachment 2

When Recorded Return To:

PacifiCorp
Attn: Buffi Morris
1407 W North Temple, #110
Salt Lake City, UT 84116
PacifiCorp: IDCB-0053

**AGREEMENT TO MODIFY AND REPLACE WATER DELIVERY
AGREEMENT DATED JANUARY 17, 2007**

This Agreement is entered into by and between PacifiCorp, an Oregon corporation ("PacifiCorp") and Gilbert Farms, LLC ("Gilbert").

RECITALS

- A. PacifiCorp's predecessor, Utah Power & Light Company ("UP&L") and Gilbert's predecessor, Dr. Ellis Kackley ("Kackley") entered into an agreement dated October 11, 1919, recorded in Caribou County as instrument #72414 (1919 Agreement).
- B. In the 1919 Agreement, UP&L and Kackley agreed that UP&L could install a pipeline from a spring on UP&L's property located in the Southeast quarter of the Southwest quarter of Section 28, T.10S., R.40E., Boise Meridian (B.M.) to its Cove hydroelectric plant (Cove Plant). The pipeline crossed a small tract of land belonging to Kackley in the Southeast quarter of the Southwest quarter of said Section 28, T.10S., R.40E., B.M.
- C. In the 1919 Agreement, UP&L agreed to deliver Kackley 10 (ten) inches of water through the pipeline and into Kackley's ditch between the dates of April 15 and September 15 of each year, so long as there may be sufficient water available in said spring(s) for such purposes, and so long as UP&L or its successors may use such water for the said purposes at its Cove Plant. The 10 inches of water was later included in a Statutory Claim (Claim) identified as 13-4135 in the records of Idaho Department of Water Resources (IDWR). 10 inches of water equates to 0.20 cubic feet per second (cfs).
- D. In 2006, PacifiCorp decommissioned the Cove Plant and no longer needed any of the water carried through the pipeline for the Cove Plant.

E. On January 17, 2007, PacifiCorp and Gilbert entered into an Agreement for Water Delivery, recorded in Caribou County as instrument #177451 (2007 Agreement). Said Agreement assured Gilbert that PacifiCorp would continue to deliver the 10 inches of water by means of an existing pipeline to the Kackley ditch under certain terms and conditions provided in the 2007 Agreement.

F. PacifiCorp and Gilbert desire that the 1919 Agreement and the 2007 Agreement be replaced in their entirety by a new Agreement under the terms provided herein.

NOW, THEREFORE, in exchange of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PacifiCorp and Gilbert agree as follows:

TERMS AND CONDITIONS

1. Water Delivery. PacifiCorp and Gilbert agree that any and all delivery of water required under Paragraph 1 of the 2007 Agreement and as authorized under Claim 13-4135 that arises from spring(s) on PacifiCorp property in the Southeast quarter of the Southwest quarter of Section 28, T.10S., R.40E., B.M., shall no longer be delivered. The delivery of said water will permanently cease on September 15, 2017. Thereafter, PacifiCorp shall have no further obligations under the 1919 and 2007 Agreements.

2. Maintenance. PacifiCorp will no longer maintain, repair or replace any and/or all of the infrastructure associated with the delivery of said water as promised in the 2007 Agreement.

3. Replacement/New Point of Diversion. Gilbert desires that the 10 inches or 0.20 cfs of water currently diverted at the location referenced in Paragraph 1, be diverted from a different point of diversion but still authorized under 13-4135. 13-4135 currently has 4 authorized points of diversion and a total flow of 4.26 cfs. The new point of diversion is on property owned by Gilbert and is authorized as another point of diversion under 13-4135. The location is in the NW1/4SE1/4 of Section 33, T.10S R.40E. B.M., described in Attachment (5) (B) of the Claim, Paragraph 1, 2 springs located in said quarter quarter section.

4. Prior Agreements. The 1919 Agreement and the 2007 Agreement are replaced in their entirety by this Agreement.

5. Recording. This Agreement shall be recorded in the office of the recorder in Caribou County. A copy of the recorded Agreement shall be delivered to the office of the IDWR. IDWR has indicated that the agreement will be kept in their files associated with Claim 13-4135. IDWR will consider the agreement at such time as the Claim is adjudicated or otherwise perfected.

6. Successors and Assigns. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

7. Due Authorization. Each individual executing this Agreement represents and warrants: (i) that he or she is authorized to do so on behalf of his or her respective party hereto, (ii) that he or she has full legal power and authority to bind his or her respective party hereto, and if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association or other person or entity), and (iii) that the execution, delivery and performance by his or her respective party hereto of this document will not constitute a default under any agreement to which it is a party.

PACIFICORP

By: Devin Pharis

Name: Devin Pharis

Title: Director Hydro

Date: 5/7/2024

GILBERT FARMS, L.L.C.

By: Travis D. Gilbert

Name: Travis D. Gilbert

Title: manager

Date: 5-7-2024

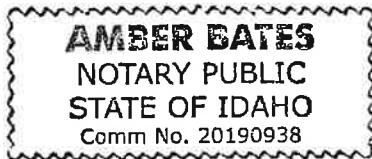
ACKNOWLEDGEMENTS

STATE OF Idaho)

ss.

COUNTY OF Caribou)

This instrument was acknowledged before me this 7th day of May 2024, by Devin Pharis, as Director of PacifiCorp, an Oregon corporation, for and on behalf of the corporation.



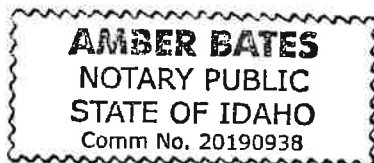
Amber Bates
Notary Public
My commission expires: 5-9-2025

STATE OF Idaho)

ss.

COUNTY OF Caribou)

This instrument was acknowledged before me this 7th day of May 2024, by Travis D. Gilbert, as Manager of Gilbert Farms L.L.C on behalf of the limited liability corporation.



Amber Bates
Notary Public
My commission expires: 5-9-2025

Claimant:
Claim ID:

PacifiCorp	Cove
13-7700	

	Rate/Unit	Unit	# Units	\$ Amount
De Minimis	\$25 Claim			
De Minimis Stock (> 4th claim)	\$0 Claim			
Non-De Minimis	\$50 Claim		1	\$50.00
Irrigation	\$1 Acre		4	\$4.00
Power Generation	\$3.50 KW of Capacity			
Aquaculture	\$10 cfs			
Dom. & Stock (>13k gpd), Municipal, industrial, commercial, mining, heating, cooling	\$100 cfs			
Public instream flow, public lake level maintenance, wildlife	\$100 cfs			
Fire protection	\$0 cfs			
Groundwater recharge	\$0 cfs or afa			

Total \$54.00

Duplicate this worksheet once for each claim.

Note:
4 irrigated acres

FILING FEES

Each claim submitted must include the filing fee. The filing fee for domestic and/or stockwater use claims diverting less than 13,000 gallons of water per day is \$25.00. However, if you are filing more than four (4) claims in which the only purpose of use listed is stockwater, only the first four (4) claims require the \$25.00 filing fee. All additional stockwater claims are fee exempt once the \$100.00 in filing fees has been paid for the first four (4) stockwater only claims filed after July 1, 2017.

The flat fee for filing all other claims filed is \$50.00 per claim. An additional variable filing fee based upon acreage, power generating nameplate capacity, cubic feet per second (cfs) amount, or an equivalent volume of storage water is required for claims for water uses other than domestic and/or stockwater uses diverting less than 13,000 gallons of water per day. Use Table 3 to calculate the variable fee. Add the calculated variable fee to the \$50.00 flat fee to determine the total fee for the claim. The exceptions are fire protection or ground water recharge which have a \$50.00 flat fee, and no variable fee.

Examples for a single claim to a water right with single source and same priority date:

Single family domestic and stockwater use, less than 13,000 gallons per day in total	\$25.00
100 acres irrigation, domestic and stockwater as above	\$150.00
Fish propagation, 4.2 cfs	\$92.00
Multiple family domestic, 1.6 cfs, irrigation of yards and gardens, 14 acres	\$224.00

TABLE 3. VARIABLE FEE SCHEDULE

Irrigation	\$1.00 per acre	Each acre is charged only once.
Power generation	\$3.50 per kilowatt of capacity	Manufacturer's nameplate rating, or \$250,000.00, whichever is less.
Aquaculture	\$10.00 per cfs	
Domestic, stockwater use in excess of 13,000 gallons per day	\$100.00 per cfs	
Municipal, industrial, commercial, mining, heating, cooling	\$100.00 per cfs	
Public instream flow, public lake level maintenance, wildlife	\$100.00 per cfs	
Exceptions: No variable fee is charged for fire protection or ground water recharge.		

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4/23/2025

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BRBA Claim Fee Summary for Non-Power Claims

Claimant: Pacificorp

Claim #	Claim ID	\$ for Claim	Notes
1	New Claim - N. Lifton	\$98.00	Single family home, office, shop, and cooling water in plant
2	Paris Domestic	\$25.00	de minimis domestic
3	New Domestic - Hubbard's	\$25.00	2 houses - in-house use only
4	13-4336	\$52.00	2 irrigated acres
5	13-7934	\$74.00	Industrial 0.24 cfs
6	13-4333	\$25.00	de minimis domestic
7	13-4334	\$52.00	1.5 irrigated acres
8	13-7787	\$170.00	12 cfs for fish habitat
9	13-4335	\$57.00	6.2 irrigated acres
10	13-7701	\$56.00	6 irrigated acres
11	13-7702	\$60.00	10 irrigated acres
12	13-7998	\$60.00	1 cfs for Aquaculture
13	13-7996	\$60.00	1 cfs for Aquaculture
14	13-7700	\$54.00	4 irrigated acres
15	13-4338 Split for Day Use	\$52.00	1.3 irrigated acres
16	13-4338 Split for Lawns by	\$51.00	1 irrigated acre
17	13-893	\$52.00	0.02 cfs for Wildlife Storage
18	New Claim - BLM Spring	\$52.00	0.02 cfs for Wildlife Storage
19	Stockwater Claims	\$100.00	26 Stockwater Claims
	Total	\$1,175.00	