

**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**

CIVIL CASE NUMBER: 79576

Claim ID: 13-4135

Date Received: 2/6/25

Receipt No: P001829

Claim Fee: 169.00 By: MB

RECEIVED

FEB 06 2025

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

IDWR/Preston

Please type or print clearly

1. Name of claimant(s) Gilbert Farms LLC Phone (208) 221-4747

Mailing address PO Box 252 Grace ID Zip 83241
Street or Box City State

Email address (optional) TDGilbert81@gmail.com

2. Date of priority: (Only one per claim) 04/10/1884 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)

3. Source of water supply (Check one) Ground Water () or Other (✓) (a) Springs

which is tributary to (b) Bear River

4. a. Location of point of diversion is: Township 10S, Range 40E, Section 33,
NW 1/4 of SE 1/4, Govt. Lot , BM, County of Caribou

Parcel no. 10S40E330000

Additional points of diversion, if any: Multiple springs in 3 qtr qtrs; NWSE, NESE, SWSE same TRS

If available, GPS Coordinates

b. If instream flow, beginning point of claimed instream flow is:

Township , Range , Section , 1/4 of 1/4,

Govt. Lot , BM, County of

Ending point is: Township , Range , Section , 1/4 of 1/4,

Govt. Lot , BM, County of

5. Description of existing diversion works (dams, reservoirs, ditches, wells, pumps, pipelines, headgates, etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.

Water flows from multiple springs into ditches and delivered to place of use. Statutory claim only identified 5 springs, but in reality, thirteen identified springs contribute flows. Most of the POU is flood irrigated, when flows are sufficient to do so. A newer wheel line irrigates the lands in the northwest of the POU.

6. Water is claimed for the following purposes:

(dates are inclusive MM-DD) (cfs) (acre-feet)

For Irrigation purposes from 04/01 to 10/31 amount 2.38 or _____

For Stock Water purposes from 01/01 to 12/31 amount 0.06 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 2.44 (cfs) and/or (b) _____ (acre-feet)

8. Non-irrigation uses; describe fully (e.g., Domestic: Give number of households served; Stockwater: Type and number of livestock, etc.) stock water for 250 cows, same place(s) of use

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
10S	40E	33							1	12	38	3		30		15	17		116
11S	40E	4		1			2												3

Parcel no(s) 10S40E330000 Total number of acres irrigated 119

10. In which county(ies) are lands listed above as place of use located? Caribou

11. Do you own the property listed above as place of use? Yes (☒) No (☐)
If your answer is No, describe in Remarks below the authority you have to claim this water right.

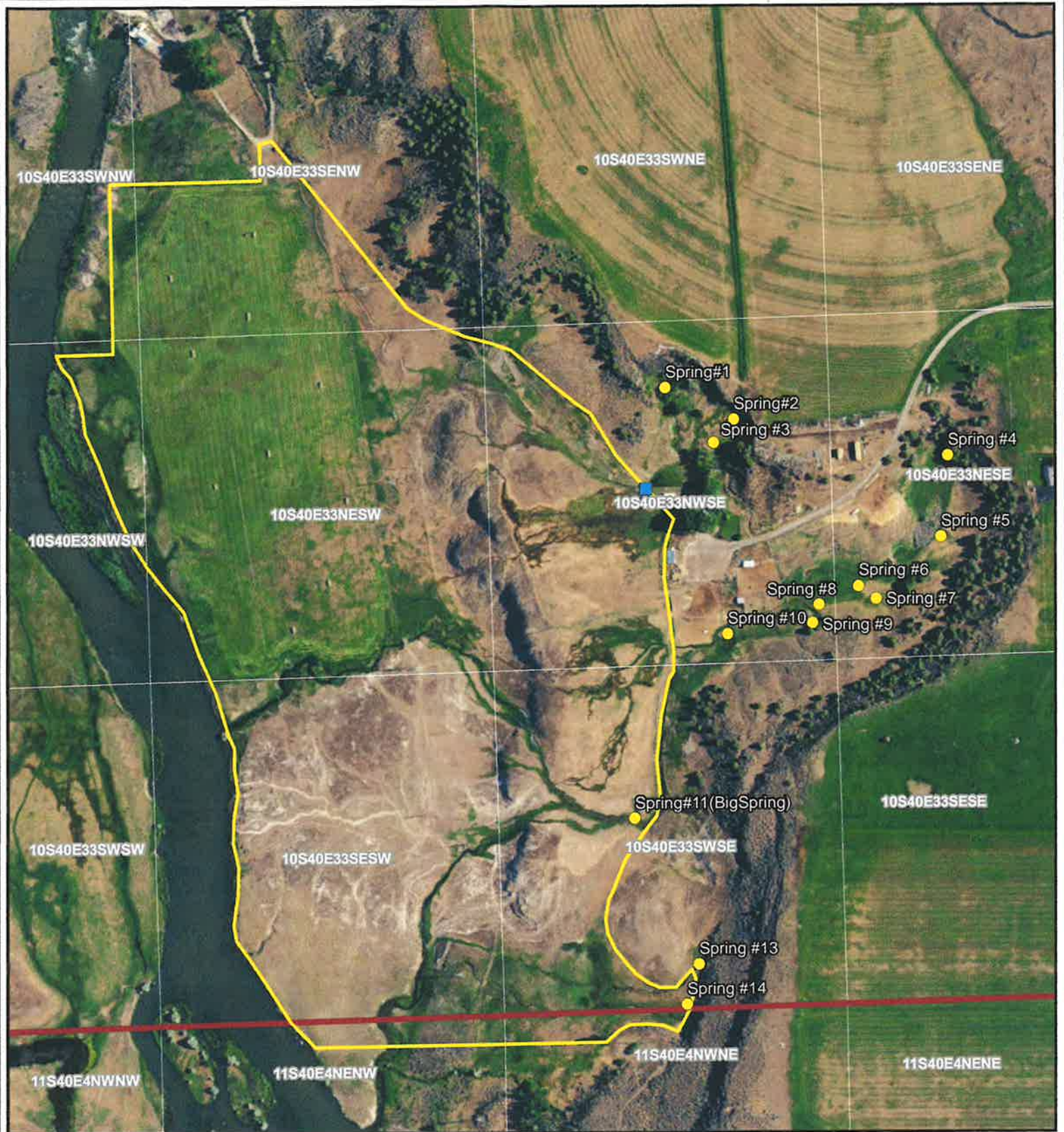
12. Describe any other water rights used at the same place and for the same purposes as described above.
New claim filed on wastewater of Last Chance Canal Co that contributes to irrigation of POU or None (☐)

13. Remarks (Include an explanation of the priority date selected):

Priority based Patent #177 dated 1884 and claim filed by Evan Kackley in 1981. Same POU is still irrigated, however, more accurate mapping reflects 119 acres, not 200. The Kackley 1981 claim identified 5 specific PODs, one being on Utah Power & Light property, now PacifiCorp. In 2007, PacifiCorp and Gilbert agreed that the POD on PacifiCorp property would be abandoned by Gilbert and in that agreement, PacifiCorp agreed to "replace" this POD to a new POD in the NWSE of Sec 33- see paragraph #3 in Agreement- attached. Agreement was recorded in 2024. This claim is an accomplished change to serve to satisfy the terms under said paragraph. Thirteen (13) individual springs (Spring #12 doesn't provide irrigation water) have been identified on Gilbert Farms property with combined water sufficient to irrigate the original and current place of use.

Historical documents show that irrigation was occurring as early as 1884, and sometimes earlier. Some acres were cultivated and farmed, other acres were hay that was cut, and additional acres were used for pasture.

Name of claimant(s) Gilbert Farms LLC Claim ID _____



0 200 400 800 Feet

Basemap: 2021 NAIP

Legend

- POD
- Collection Box
- POU
- Twp & Rng
- Sections
- QQ

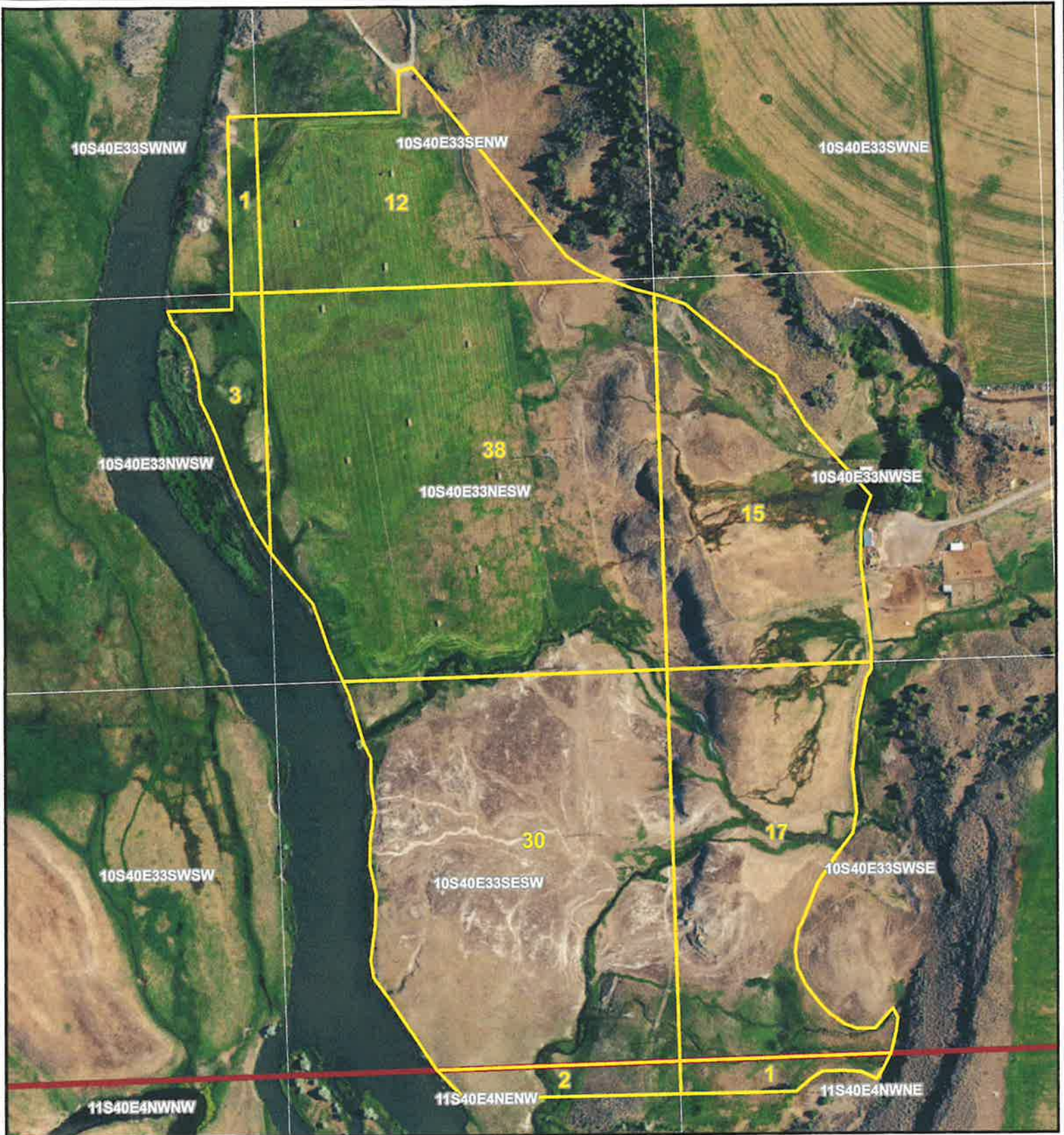


Claim Map Overview

Bear River Basin Adjudication

Claim No. 13-4135

Claimant: Gilbert Farms LLC



0 200 400 800 Feet

Basemap: 2021 NAIP

Legend

- POU
- Twp & Rng
- Sections
- QQ

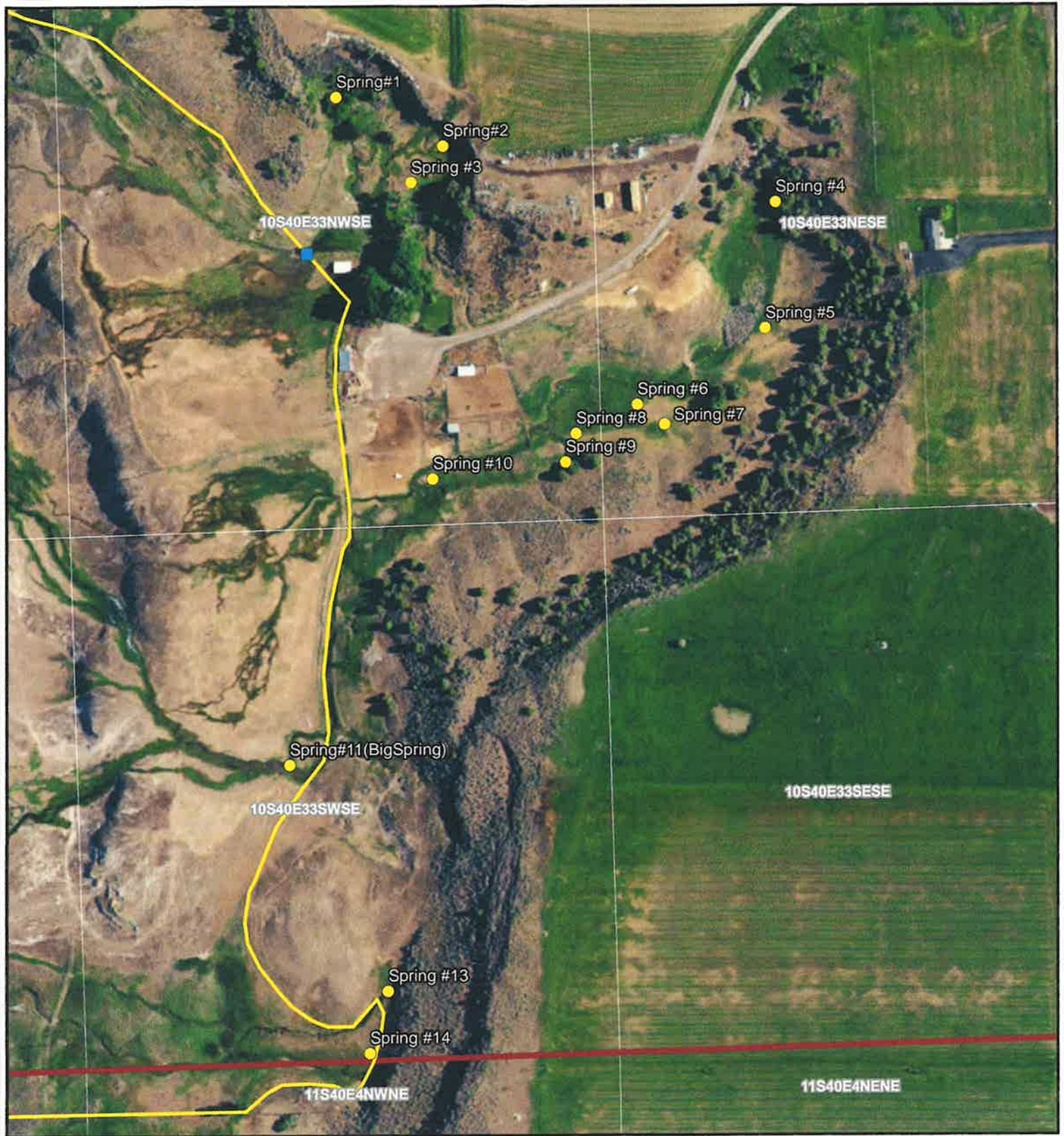


Claim Map - Irrigated Acres

Bear River Basin Adjudication

Claim No. 13-4135

Claimant: Gilbert Farms LLC



0 200 400 800 Feet

Basemap: 2021 NAIP

Legend

- POD
- Collection Box
- POU
- Twp & Rng
- Sections
- QQ



Claim Map - Springs

Bear River Basin Adjudication

Claim No. 13-4135

Claimant: Gilbert Farms LLC

14. Basis of claim (Check one) Beneficial Use (☒) Posted Notice (☐) License (☐) Permit (☐) Decree (☐)

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number 13-4135

15. Signature(s)

- (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 (☐) do not (☒) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 2

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date: _____

_____ Date: _____

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

manager of Gilbert Farms LLC
Agent's title (Please print) Name of organization (Please print)

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

Signature of Authorized Agent T. D. Gilbert Date 2-6-2025

Printed Name of Authorized Agent Travis D. Gilbert

16. Notice of Appearance:

Notice is hereby given that I, (please print) _____, will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address _____

Name of claimant(s) Gilbert Farms LLC Claim ID _____

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

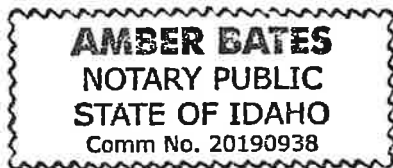
ACKNOWLEDGEMENTS

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.



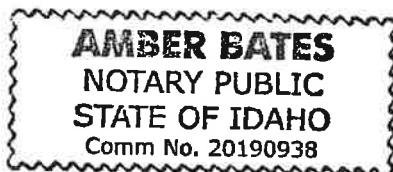
Amber Bates
Notary Public
My commission expires: 5-9-2025

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

The United States of America,

To all to whom these presents shall come, Greeting:

CERTIFICATE

No. 177

~~Edwards~~ Edward J. Turner of Oneida County
Idaho Territory

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office of Oxford Idaho Territory whereby it appears that full payment has been made by the said Edward J. Turner

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the south east quarter of the north west quarter, the east half of the south west quarter and the north west quarter of the south east quarter of section thirty three, in township ten south, of range forty east of Boise Meridian, in Idaho Territory, containing one hundred and sixty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Edward J. Turner

Now know ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Edward J. Turner

and to his heirs, the said Tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto the said Edward J. Turner

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and canals used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, J. Chester A. Arthur, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the tenth day of April, in the year of our Lord one thousand eight hundred and eighty four, and of the Independence of the United States the one hundred and eighty

LS.

BY THE PRESIDENT:

Chester A. Arthur

By Wm. H. Brooke, Secretary
S. W. Clark, Recorder of the General Land Office

PRE-EMPTION PROOF.—TESTIMONY OF WITNESS.

Thomas L Arnett being called as a witness in support of the Pre-emption claim of Edward J. Turner to the S.E. 1/4 NW 1/4 E. 2 SW 1/4 NW 1/4 S.E. 1/4 Sec 33-10S-40E, testifies as follows:

Ques. 1.—What is your post-office address?

Ans. Gentile Valley, Bonanza Co Idaho,

Ques. 2.—How long have you known claimant, and what is his age?

Ans. about 4 years, about 35 years of age

Ques. 3.—Is claimant married or single? 2d. Of whom does his family (if any) consist? 3d. Is he a native or naturalized citizen?

Ans. 1st, Married; 2d, wife and two children; 3d, native born

Ques. 4.—Are you familiar with the character of the land? 2d. Are there any indications of coal, minerals, or salines thereon? (if so state plainly the nature.) 3d. Is it more valuable for agricultural than mining purposes? 4th. Do you reside in its vicinity? 5th. Is it within the limits of an incorporated town, or selected town site, or used, in any way, for purposes of trade or business? (Answer to the point and in detail.)

Ans. 1st, yes; 2d, no

3d, yes; 4th, within 6 mile
5th, no

Ques. 5.—Is claimant the owner of 320 acres in this or any other State or Territory? 2d. Did he leave or abandon a residence on his own land in this Territory to reside on the land herein described? 3d. Has he ever filed for or entered other land under the pre-emption law? 4th. Has he mortgaged or agreed to sell the land herein described?

Ans. 1st, not to my knowledge; 2d, no

3d, not to my knowledge; 4th, not to my knowledge

Ques. 6.—When did claimant first settle on his claim? 2d. What was his first act of settlement? 3d. What improvements has he on the land? 4th. What is the value of such improvements? 5th. When did he commence his residence thereon? 6th. Has his residence been continuous? 7th. What use has he made of the land? 8th. How much land has he broken and cultivated? (Answer to the point and in detail.)

Ans. 1st, June 2, 1880; 2d, built a house

3d, log house four rooms, barn, stock yard, stable, cellar, chicken house, about 100 rods of fencing.
4th, \$500; 5th, since June 2, 1880; 6th, yes continuous
7th, raised crops but hay & pasture, abandoned; 8th, 5 acres.

Ques. 7.—Are you in any way interested in this claim, or, by blood or marriage, related to claimant?

Ans. not interested, none

Thomas L Arnett

I HEREBY CERTIFY that witness is a person of respectability; that the foregoing testimony was read to before being subscribed, and was sworn to before me this 30 day of Sept, 1882

(SEE NOTE ON FOURTH PAGE.)

C August Paddenhausen
Register

PRE-EMPTION PROOF.—TESTIMONY OF CLAIMANT.

Edward J. Turner being called as a witness in his own behalf in support of his pre-emption claim to the S E 1/4 NW 1/4 E 1/4 NW 1/4 Sec 33-15-40 E testifies as follows:

Ques. 1.—What is your name (written in full and correctly spelled) and age?

Ans. Edward J. Turner, 35 years of age

Ques. 2.—Are you the head of a family, (if so, of whom does it consist,) or a single person?

Ans. wife and two children

Ques. 3.—Are you a native-born or naturalized citizen of the United States?*

Ans. native born

Ques. 4.—Is your pre-emption claim, above described, within the limits of an incorporated town, or selected site of a city or town, or used in any way for trade and business? 2d. Did you leave other land of your own to settle on your present claim? 3d. Have you ever made a pre-emption filing or entry for land other than that you now seek to enter? If so, describe the same. (Answer to the point and in detail.)

Ans. 1st, no; 2d, no
3d, I have not

Ques. 5.—When did you first make settlement on the above-described land? 2d. What was your first act of settlement? 3d. Were there any improvements on the land when you settled? If so, state who then owned them and whether you purchased the same. 4th. What improvements have you made on the land since settlement, and what is the value of same?

Ans. 1st, June 2, 1880; 2d, building a house
3d, none

4th, Saw house, 14x14, Larrad, Stack, yard, stable, cellar, chicken house, about 100 rods of fencing, valued at \$500

Ques. 6.—When did you first establish an actual residence on the land you now seek to enter? 2d. Has residence thereon since been continuous? 3d. What use have you made of the land? 4th. How much of the land, have you broken and cultivated since settlement, and what kind and quantity of crops have you raised?

Ans. 1st, June 2, 1880; 2d, yes, continuous
3d, Raising crops, cutting hay & pasture
4th, about 5 acres, wheat, oats, potatoes & cut hay, about 60 tons above this season

Ques. 7.—Are either of the parties who have testified as your witnesses in this case related to you by blood or marriage? If so, state how related.

Ans. None related

Edward J. Turner

I HEREBY CERTIFY that each question and answer in the foregoing testimony was read to claimant before being subscribed, and was sworn to before me this 30 day of Sept, 1882

August Paddenhausen
Register

* In case the party is of foreign birth, a copy of his declaration of intention to become a citizen, or full naturalization certificate, officially certified, must be filed with the case.

THE UNITED STATES OF AMERICA,

To all to whom these Presents shall come, Greeting:

CERTIFICATE

No. 1115

Whereas Edward J. Turner of Blaine County Idaho

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Blackfoot Idaho whereby it appears that full payment has been made by the said Edward J. Turner

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the South West quarter of the South East quarter of section thirty three in Township Ten South of Range forty East of Boise Meridian in Idaho containing forty acres

according to the Official Plot of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Edward J. Turner

Now know ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Edward J. Turner

and to his heirs, the said Tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, therunto belonging, unto the said Edward J. Turner

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof Benjamin Harrison

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Ninth day of December, in the year of our Lord one thousand eight hundred and Ninety-two, and of the Independence of the United States the one hundred and Seventeenth

L. S.

By the President:

Benjamin Harrison

By E. Macfarland, Secretary

D. F. Roberts, Recorder of the General Land Office.

(4-073 a.)

TIMBER-CULTURE ENTRY.

(Commuted under the first section of the act of March 3, 1891.)

FINAL AFFIDAVIT.

I, Edward J. Turner, having, on the 5th day of February, 1895, made a timber-culture entry, No. 417 of the South East South East Quarter section 33 in township 10 South of range 140 East, subject to entry at Clford Bingham Co. Idaho, under the timber-culture laws of the United States, do hereby apply to perfect my claim thereto by virtue of the first section of the act of March 3, 1891, entitled "An act to repeal timber-culture laws and for other purposes," and to that end, do solemnly swear that I am an alien born citizen and was over 21 years of age, am a resident within the State and have been for 14 years that my aforesaid entry was made in good faith, and not for the purpose of speculation, or directly or indirectly for the use or benefit of any other person or persons whomsoever; that I have not heretofore made any other entry under the timber-culture laws of the United States; and I do further state that the section of land specified in my aforesaid entry is composed exclusively of prairie lands or other lands devoid of timber, and that said entry was made for the cultivation of timber, and that I have broken and cultivated said land, and planted, cultivated, and protected timber thereon, to the extent and in the manner prescribed in said laws, as follows, viz: In 1895 I plowed & cultivated 5 acres-1896 I plowed & cultivated about the same & planted 200 white ash trees about two cottonwoods. 1897 I plowed & cultivated and planted 4000 Balsam of Gilead. I used it the first season 1898 I cultivated and irrigated the same as previous seasons but a great many of them died, that not less than 2725 trees were planted on each acre, and that there are now at least 25 living and thrifty trees to and upon each acre, aggregating in total the number of 200 trees.

Edward J. Turner
(Signature of claimant.)

SWORN to and subscribed before me this 11 day of December, 1895

Wm J. Anson
Register

* Here state whether the party is native or foreign born, and if the latter, whether naturalized or not, and if not, whether or not he has declared his intention to become a citizen, and that he is an actual bona fide resident of the State or Territory (naming it) in which the land is located. In case the party is of foreign birth a copy of his declaration of intention to become a citizen or full naturalization certificate officially certified must be filed in the case.

† Here insert a statement of the acts done, giving the particulars as to areas broken, cultivated, and planted in the first, second, third, and fourth years respectively, from date of entry, kind and quantity of trees planted, etc.

c-4

4690 b-15 m

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FEB 06 2025
IDWR/Preston

Claimant:	Gilbert Farms LLC			
Claim ID:	13-4135			
	Rate/ Unit	Unit	# Units	\$ Amount
De Minimis	\$25	Claim		
De Minimis Stock (> 4th	\$0	Claim		
Non-De Minimis	\$50	Claim	1	\$50.00
Irrigation	\$1	Acre	119	\$119.00
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				\$169.00

Duplicate this worksheet once for each claim.

Notes:

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 3250 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, heating, cooling, and other uses	\$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.

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 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 use 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 use, 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

Claimant: Gilbert Farms LLC

Remember that only the first four de minimis stockwater claims require the \$25 fee.

Claim #	Claim ID	\$ for Claim	Notes
1	13-4022	\$72.00	Domestic/stock/commercial for 4 cellars
2	New-from flowline	\$72.00	Bear River water through Flowline Tap
3	13-4136	\$25.00	Travis house- domestic
4	13-4135	\$169.00	Irrigation of 119 acres and claim fee-\$50
5	LCCC WW	\$50.00	Irrigation of same 119 acres (only pay acres once) Last Chance wastewater
6	Stkwater(North)	\$25.00	Stockwater northerly of Travis's house
7	Stkwater (South)	\$25.00	Stockwater southerly of Travis's house
8	803 Hubbard Rd	\$25.00	Domestic/Enlargement claim
9	801 Hubbard	\$25.00	Domestic & Stock water claim
10	945 River Rd	\$25.00	Domestic claim
11	945 River Rd	\$25.00	Domestic claim
Total		\$538.00	

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