

**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

Ident. Number: 13-2161
Date Received: 7/14/2025
Receipt No: P002051
Claim Fee: \$50-
Received By: mjb

RECEIVED

JUL 14 2025

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

IDWR/Preston

1. Name of Claimant(s)

RANDY & JILL WANNER FAMILY TRUST
1008 E 4800 S
PRESTON ID 83263

Phone: (208) 851-0670

2. Date of Priority: 3/7/1952

3. Source:
WORM CREEK

Trib. to:
CUB RIVER

4. Point of Diversion:

Township	Range	Section	¼ of ¼ of ¼	Lot	County	Type
16S	39E	25	SE NW		FRANKLIN	

5. Description of diverting works:

Pump to mainlines to pivot and wheel lines.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A
IRRIGATION	04/01	11/01	2.18		437.5

7. Total Quantity Appropriated is:

2.18 C.F.S. and/or 437.5 A.F.A.

8. Non-irrigation uses:

9. Place of use:

IRRIGATION within FRANKLIN County

Township	Range	Section	¼	of	¼	Lot	Acres
16S	39E	25	NW		NE		8
16S	39E	25	SW		NE		38
16S	39E	25	NE		NW		20
16S	39E	25	SW		NW		12
16S	39E	25	SE		NW		28
16S	39E	25	NE		SW		7
16S	39E	25	NW		SE		12

Total Acres = 125

10. Do you own the property listed above as place of use? Yes

If your answer is no, describe in remarks below the authority you have to claim this water right.

11. Other Water Rights Used:

13-227, 13-314.

12. Remarks:

Priority Date Explanation:

This is the date given on the decree. This use continues to this day. Some of the property within the place of use is owned by a neighbor. We have attached a lease agreement for the use of this water.

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.

Rights 13-227 and 13-2161 when combined shall not exceed a total diversion rate of 2.50 cfs.

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

Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 13A.

Rights 13-227, 13-314 and 13-2161 when combined shall not exceed the irrigation of 125 acres.

The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.

The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).

13. Basis of Claim: Decreed

14. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the BEAR River Basin 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: _____

For Organizations:

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

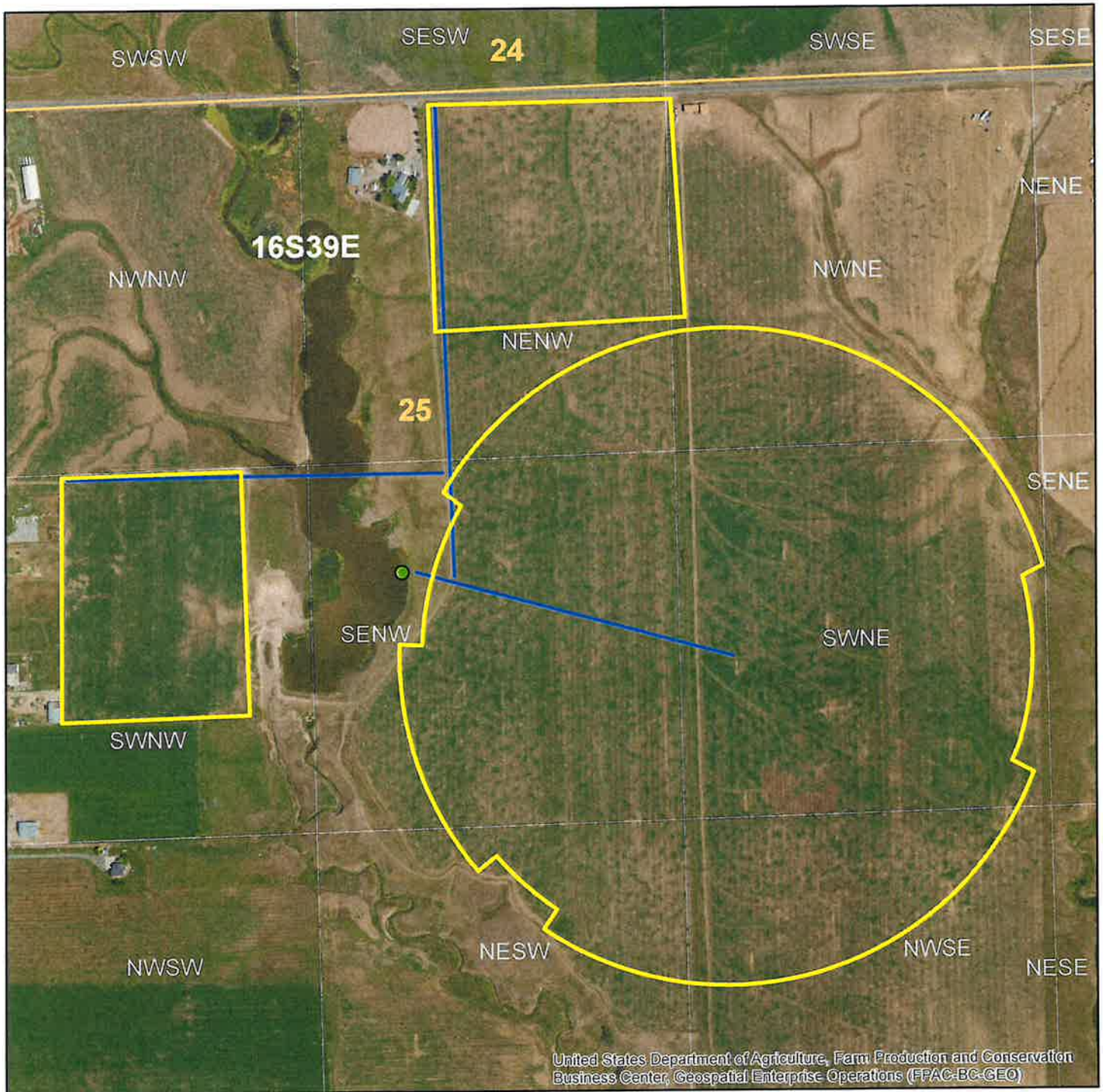
_____ Trustee _____ of _____ RANDY & JILL WANNER FAMILY TRUST _____,
Agents Title (please print) Name of Organization (please print)

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

Signature of Authorized Agent Jill Wanner Date 7/12/2025

Printed Name of Authorized Agent Jill Wanner

13-227, 13-314, 13-2161



0 0.0375 0.075 0.15 0.225 0.3 Miles

PUMP ●
POU ○
MAINLINE —



Agriculture Land Lease

Randy & Jill Wanner Family Trust and/or Randy & Jill Wanner ("Wanner's") 1008 E 4800 S, Preston, ID 83263 agree to lease the agriculture land described below to Haviland Land & Livestock, LLC and Parker Haviland (Haviland), 2610 W 2000 S, Lewiston, UT 84320. The terms of the agreement are outlined below

Terms of the Lease

1. The lease shall commence on May 1st, 2025 for a consecutive period of 10 years, expiring on April 30th, 2035.
2. The land leased shall comprise 100 acres of Parcel #'s RP03621.03 & RP03621.05 all of which is found in Sec 25 T16 S R39E, Preston, ID 83263. The remaining 41.58 acres in the parcels noted above shall not be included in the lease except for access to the reservoir/pump site. The 41.58 acres will be used, maintained and occupied by Randy & Jill Wanner Family Trust and Randy and Jill Wanner.
3. Use of the Land.
 - a. The land shall be used for farming and grazing purposes only. "Haviland" agrees to follow good agricultural practices in maintaining the farm and pasture ground.
4. Use of Irrigation Water and Storage Rights.
 - a. As part of the lease "Haviland" shall have access to storage and irrigation rights. Associated with the following water rights: 13-2161, 13-227, 13-314. A new pump site with new equipment will be installed prior to the 2025 crop season. "Wanner's" grant permission to install and utilize irrigation pivot on leased ground to "Haviland" and adjoining land owned by Parker & Alexis Haviland Family Trust as approved by the State of Idaho Department of Water Resources Transfer no. 89293. The pivot shall be installed and operational by 2025 Crop year. Both the new pump site, equipment, the irrigation pivot, underground water/electrical lines shall be paid for by Parker.
 - b. "Haviland" shall have access to utilize existing wheel lines owned by "Wanner's"
 - c. "Wanner's" shall have access to utilize irrigation system for their pasture surrounding the reservoir.
5. Lease Payments
 - a. Payments shall be due on or before May 1st of each year per the schedule listed below

i. May 1 st , 2025	\$5,000
ii. May 1 st , 2026	\$5,000
iii. May 1 st , 2027	\$5,000
iv. May 1 st , 2028	\$10,000
v. May 1 st , 2029	\$10,000
vi. May 1 st , 2030	\$15,000
vii. May 1 st , 2031	\$15,000
viii. May 1 st , 2032	\$15,000
ix. May 1 st , 2033	\$15,000
x. May 1 st , 2034	\$15,000
6. Maintenance

- a. All maintenance and repairs for the irrigation systems and fences utilized by this lease shall be the responsibility of "Haviland".
7. Insurance
 - a. "Haviland" will maintain in force a Farm Liability Insurance Policy of not less than \$1 Million of Liability Coverage. "Haviland" shall also maintain Auto Liability and Workers Compensation coverage. All coverages shall be enforced for the duration of the lease.
8. Upon Termination of the lease term, if the lease is not renewed, "Haviland" agrees to the following:
 - a. Fence Lines that existed prior to 2025, specifically the division between "Wanner's" and "Haviland" property lines shall be restored in the prior location.
 - b. Buried Mainlines that were disconnected and capped shall be reconnected and risers reinstalled.
 - c. All restorations shall be completed prior to the next crop season.
 - d. In the event that, 8a. & 8b. are not completed before the following crop season after the expiration of the described lease term, "Wanner's" reserves the right to hire a contractor to complete at the expense of "Haviland".
 - e. A minimum of 3-wheel lines shall remain the property of the "Wanner's" and shall remain on site.
 - f. The pump site and new buried mainlines will remain the property of "Wanner's"
9. Parties of this agreement
 - a. This lease agreement is specifically between Randy & Jill Wanner, Randy & Jill Wanner Family Trust and Haviland Land & Livestock, LLC and Parker Haviland. The lease is not transferable by any other party or to any other party for any reason unless approved by "Wanner's" and "Haviland".
10. Access to Mineral Rights
 - a. "Haviland" agrees that "Wanner's" should they desire may access any mineral rights on their property included in the described lease premise so long as accessing those mineral rights does not impede the pivots normal operation.
11. Lease Renewal
 - a. "Haviland" shall have option to renew lease at the end of the term.
 - b. If "Wanners" determine to not renew the lease agreement, "Wanners" agree to provide notification to "Haviland" by December 1st, 2033.

Randy Wanner

Date

Parker Haviland

Date

Jill Wanner

Date

 5/27/25