

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 SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A29-07073
Date Received: 4/05/1990
Receipt No: E012825
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DORIS LINDLEY 208-454-3046
Address: 1916 S. MONTANA AVE.
CALWELL, ID 83605

2. Date of Priority: SEP 30, 1971

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06S	33E	12	NW	SW	NW		POWER

5. Description of diverting works:
WELL/PUMP TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.490		266.00

7. Total Quantity Appropriated is:
1.490 C.F.S. (and/or) 266.00 A.F.A.

8. Total consumptive use is 190.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
06S	33E	12	NW	NW		IRR	38.0
			SW	NW		IRR	38.0
Section Acres							76.0

A29-07073

Page 1

Date: 04/05/90

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NOV 13 1992



10. Place of Use: Continued

Total Acres 76.0

11. Place of use in counties: POWER

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:
PERIOD OF USE ON LICENSE WAS 5/1-9/1

15. Basis of Claim: LICENSE

AJ0749NP
No. A29-07073

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 02/23/00
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	NATHAN SCHROEDER	09/30/1971	IRRIGATION	04-01 11-01	1.490 CFS	266.00 AFA
C	MICHELLE SCHROEDER					
	2098 MICHAUD CREEK RD			TOTAL DIVERSION:	1.490 CFS	266.00 AFA
	POCATELLO ID 83204			CONSUMPTIVE USE:		190.00 AFA
	(208) 234-1543					

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T06S R33E S12

NWSWNW

POWER County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE													
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SESW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM	
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac			
06S	33E	12	:					:			38	38	:					:						:	76.0
																							TOTAL ACRES	:	76.0

POU County: POWER

Non-Irrigation Uses: NONE

Other Rights: NONE

Conditions of Approval:

- R01 - A measuring device of a type approved by this Department shall
- be maintained as a part of the diverting works.

Remarks: GEN PERIOD OF USE ON LICENSE WAS 5/1-9/1
CHANGED OWNERSHIP PER REQUEST/JC/2-23-00

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag: E

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 SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number A24-02073Date Received 4-4-90.Receipt Number E012825

CK# 1497 \$126.00

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

APR - 4 1990

Department of Water Resources
Eastern District Office

Please type or print clearly

1. Name of Claimant (s) Doris Lindley Phone (208) 454-3046
Mailing Address 1916 S. Montana Ave, Caldwell, Idaho Zip 83605
2. Date of Priority (Only one (1) per claim) September 30, 1971
3. Source of water supply (a) Goundwater
which is tributary to (b) _____
4. a. Location of existing point of diversion is: Township 6S Range 33E Section 12,
NW 1/4 of SW 1/4 of NW 1/4, Govt. Lot, _____ B.M., County of Power
Additional points of diversion if any: _____
- b. If instream flow, beginning point of claimed instream flow is:
Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,
Govt. Lot _____ B.M., County of _____
ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____
_____ 1/4, Govt. Lot _____ B.M., 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. Well, pump with mainlines to
sprinkler

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NOV 13 1992

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For irrigation purposes from 4-1 to 11-1 amount 1.49 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 1.49 (cfs) and/or (b) 266 (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. 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	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	33E	12						38	38										76

Total number of acres irrigated 76

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

12. Do you own the property listed above as place of use? Yes x No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None (x)

14. Remarks:

*Leased ground
from 15 4/1
to 4/1*

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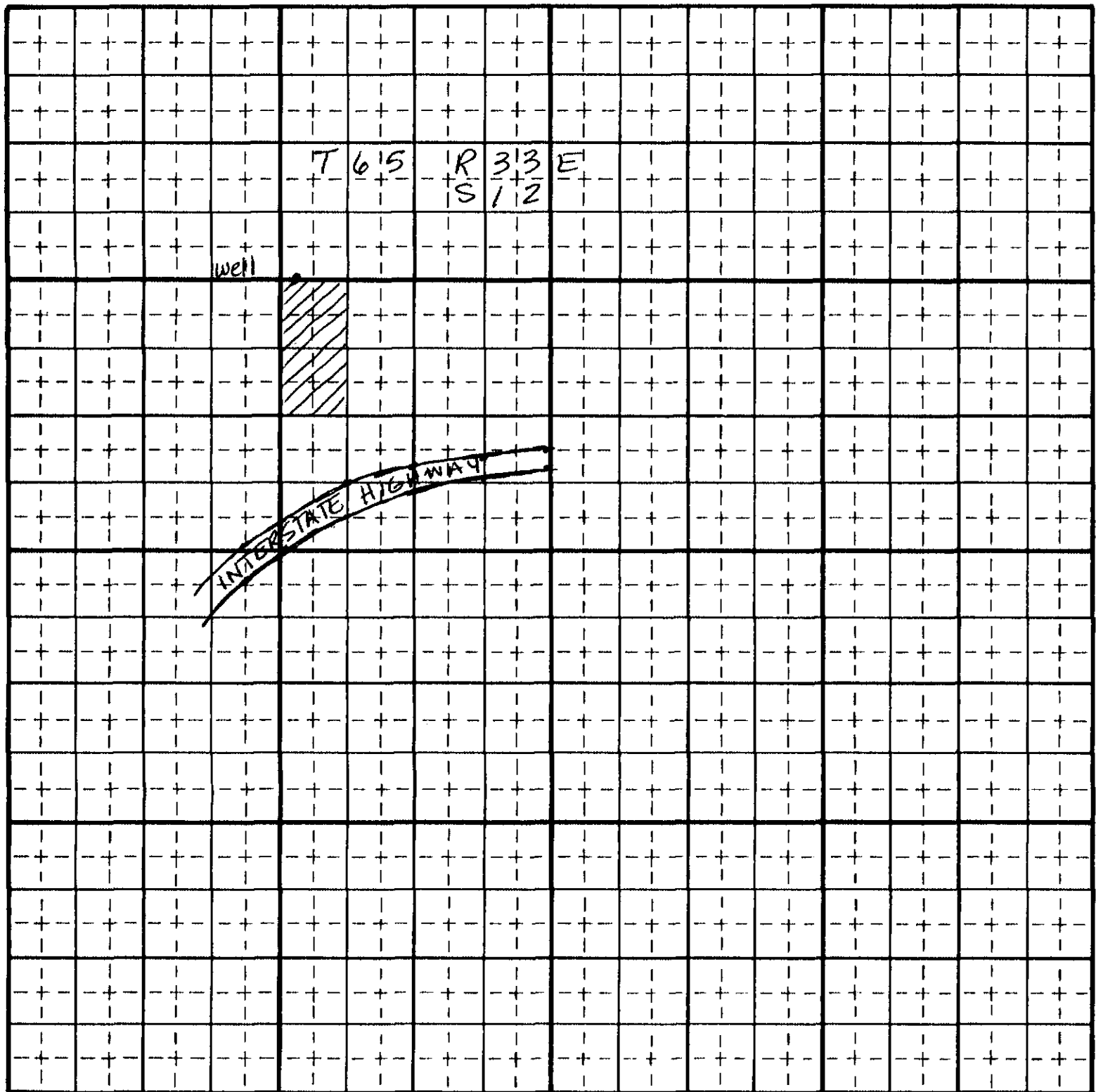
NOV 13 1992

Last Name Lindley Ident No. _____

Copies: White -State, Yellow-Claimant

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile



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NOV 13 1992

Last Name Lindley

Ident No. _____

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License ☒ Permit _____

Decree _____

If applicable provide IDWR Water Right Number 29-7073

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. 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 Snake 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 Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) ☒ *David Lindley* Date ☒ *April 3, 1990*

Date _____

For Organizations: I do solemnly swear or affirm that I am _____

Title _____

of _____, that I have signed the foregoing

Organization

document in the space below as _____ of _____

Title

Organization

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

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)

County of *Blaine*) SS.

Subscribed and sworn (or affirmed) before me this *3* day of *April* 19 *90*

SEAL

Notary Public *Paul D. Smith*

Residing at *Calhoun*

My Commission Expires *10-3-94*

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, *Randall C. Budge* 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 *Randall C. Budge*

Address *P.O. Box 1391 POC, Id. 83204*

Date *3/30/90*

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NOV 13 1992

Last Name *Lindley* Ident. Number _____

Copies White-State, Yellow-Claimant

Log for claim A29-07073

Spatial Dynamics LTD

9/21/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
06s33e	12	NWNW	38	39	
06s33e	12	SWNW	38	39	
Totals:			76	78	

AJ5809NP
No. A29-07073

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/24/00
PAGE: 93

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	NATHAN SCHROEDER	09/30/1971	IRRIGATION	04-01 11-01	1.490 CFS	266.00 AFA
C	MICHELLE SCHROEDER					
	2098 MICHAUD CREEK RD			TOTAL DIVERSION:	1.490 CFS	266.00 AFA
	POCATELLO ID 83204			CONSUMPTIVE USE:		190.00 AFA
	(208) 234-1543					

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T06S R33E S12 NWSWNW

POWER County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
06S	33E	12	:									38	38							:	76.0
																				TOTAL ACRES	76.0

POU County: POWER

Non-Irrigation Uses: NONE

Other Rights: NONE

Conditions of Approval:

- R01 - A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

Remarks: GEN PERIOD OF USE ON LICENSE WAS 5/1-9/1
CHANGED OWNERSHIP PER REQUEST/JC/2-23-00

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag: E
Presumption Flag:

Audit: 04/05/90 DCARLSON 07/25/94 THOMPSON 03/29/95 POST-STD 02/23/00 JCRABTRE

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 29-7073 Priority Sept. 30, 1971 Amount 1.49 cfs

THIS IS TO CERTIFY, that LeROY C. LINDLEY
of American Falls, Idaho, has complied with the terms and conditions of Permit
No. 29-7073 issued pursuant to Application for Permit dated September 30, 1971
and has submitted proof to the Department of Water Resources on November 29, 1972
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 1.49 cfs of water from a ground water source
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	from <u>May 1</u> to <u>Sept. 1</u>	at <u>1.49</u> cfs and	<u>266 acre feet or</u>
	from _____ to _____	at _____ cfs and	<u>3.5 af per acre</u>
	from _____ to _____	at _____ cfs and	
(both dates inclusive)			

Subject, however, to the condition that no more than 1.49 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed

266 acre feet per year, said waters to be diverted within the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 12,

Twp. 6 S, Rge. 33 E, B. M. in the County of _____ Power _____

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
6 S	33 E	12					38	38											76

Total number of acres irrigated 76

A measuring device of a type approved by this Department shall be permanently
maintained as part of the diverting works.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use
herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 5 day of
February, 19 75.

MICROFILMED

Director

Identification No. 207076

Application No. _____

RECEIVED FOR 11 DEC 1966

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION **APPROVED**
APPLICATION FOR PERMIT

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant LeRoy C. Lindley
post office address 774 Bannock Street, American Falls, Idaho
2. Source of water supply Ground water which is a tributary of _____
3. a. Location of point of diversion is SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 12 Township 6S
Range 33E B.M. _____ Power _____ County; additional points of diversion if any: _____

b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount 1.6 for irrigation purpose from May 1 to Sept. 1 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 1.6 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. Water to be pumped from well into $\frac{1}{4}$ mile main line. It will be discharged from main line into laterals for the purpose of sprinkling the crops.

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
c. Proposed well diameter is 16 inches; proposed depth of well is 100 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 1 years
b. Estimated construction cost is \$ 4,000.00
8. Description of proposed uses:
a. If water is not for irrigation:
(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M. _____
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be supplied with domestic water _____
(5) If water is to be used for other purposes describe: _____

207076

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
6S	33E	12						40	40										80

Total number of acres to be irrigated 80

c. Describe any other water rights used for the same purposes as described above. None

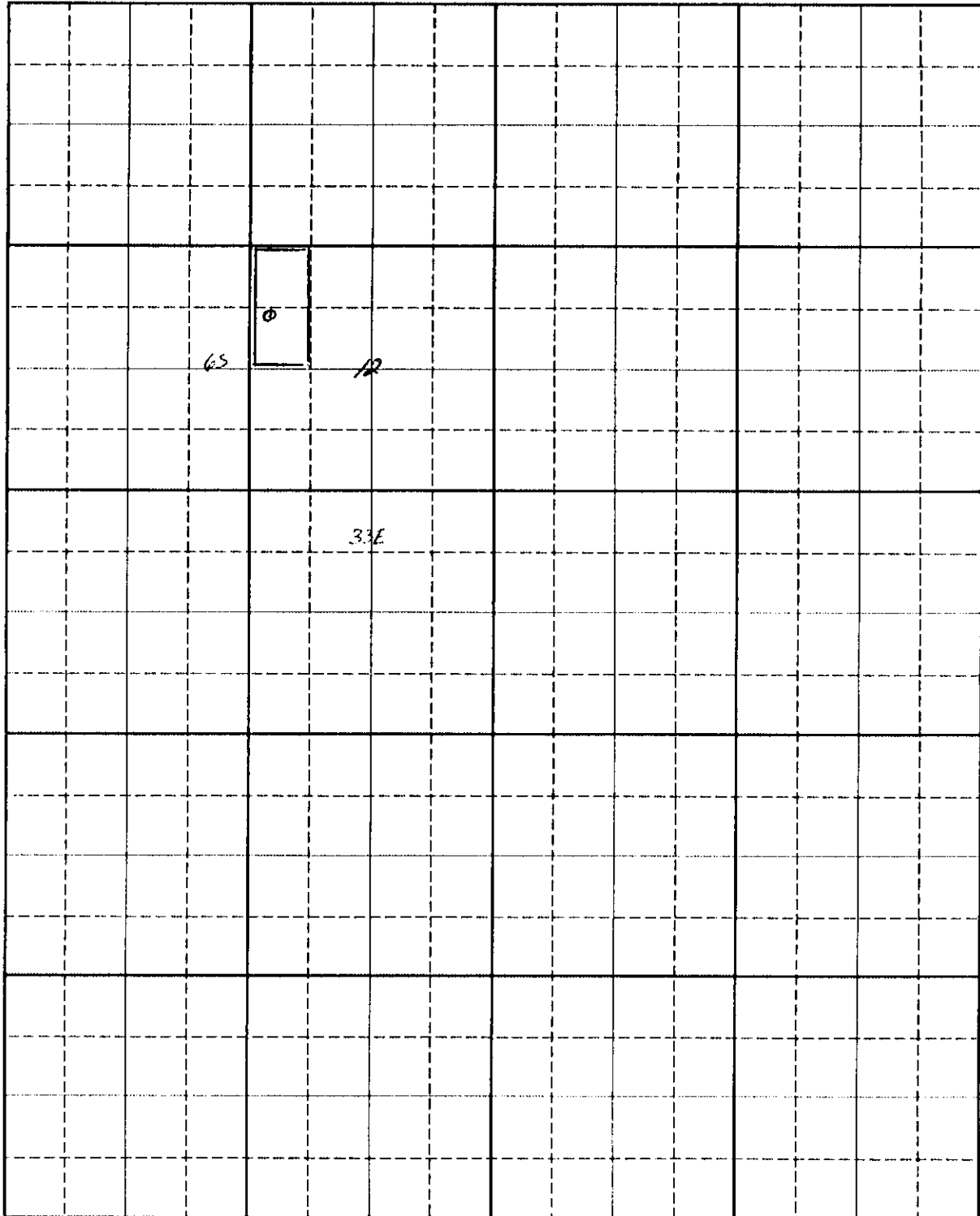
9. a. Who owns the property at the point of diversion LeRoy C. Lindley

b. Who owns the land to be irrigated or place of use LeRoy C. Lindley

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing _____

10. Remarks _____

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Arley C. Linn
(Applicant)

29-1023

Received by ej Date 9-30-71 Time 8:00 A M

Preliminary check by De Fee \$ 35.00

Receipted by ej Date 9-30-71

Publication prepared by bj Date 10-18-71

Published in Power County Press

Publication dates 10-28 & 11-4-71

Publication approved cr Date 11-11-71

Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for ~~approval~~ denial by De 11-11-71

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 29-7073, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before January 1, 19 73.
- c. Other: A measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works.

2. Denial of said application is for the following reasons: _____

Witness my hand this 13 day of December, 19 71.


Director

Identification No. 29-7173

Application No. _____

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
APPLICATION FOR PERMIT

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant Le Roy C. Lindley 774 Bannock St.
post office address American Falls, Idaho
2. Source of water supply well which is a tributary of Sawtooth valley
3. a. Location of point of diversion is SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 12 Township 6-S
Range 38 E.B.M. power County; additional points of diversion if any: none
SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of section 12 T-6-S R-38 E.B.M.
See letter dated 10/7/71 by L.C. Lindley per
b. If water is not consumed, it will be discharged into pump turned off at a point in SW $\frac{1}{4}$ of Section _____ Township _____ Range _____ E.B.M. 10/10/71
4. Water will be used for the following purposes:
Amount 1.6 for irrigation purpose from May 1 to Sept. 1 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 1.6 cubic feet per second and/or
b. 1.6 acre-feet-per-annum per
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. water to be pumped
from well into main line. It will be
discharged from main line into laterals for the
purpose of sprinkling the crops.
b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ (Mo. Day) to _____ (Mo. Day) inclusive.
c. Proposed well diameter is 16 inches; proposed depth of well is 100 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 1 years 1 yr per
b. Estimated construction cost is \$ 10000.00
8. Description of proposed uses:
a. If water is not for irrigation:
(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ E.B.M.
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered: _____
(4) Name of municipality to be served _____, or number of families to be supplied with domestic water: _____
(5) If water is to be used for other purposes describe: _____

29 1073

1871 (1872)

[illegible]

approx $\approx 7/4$ & c

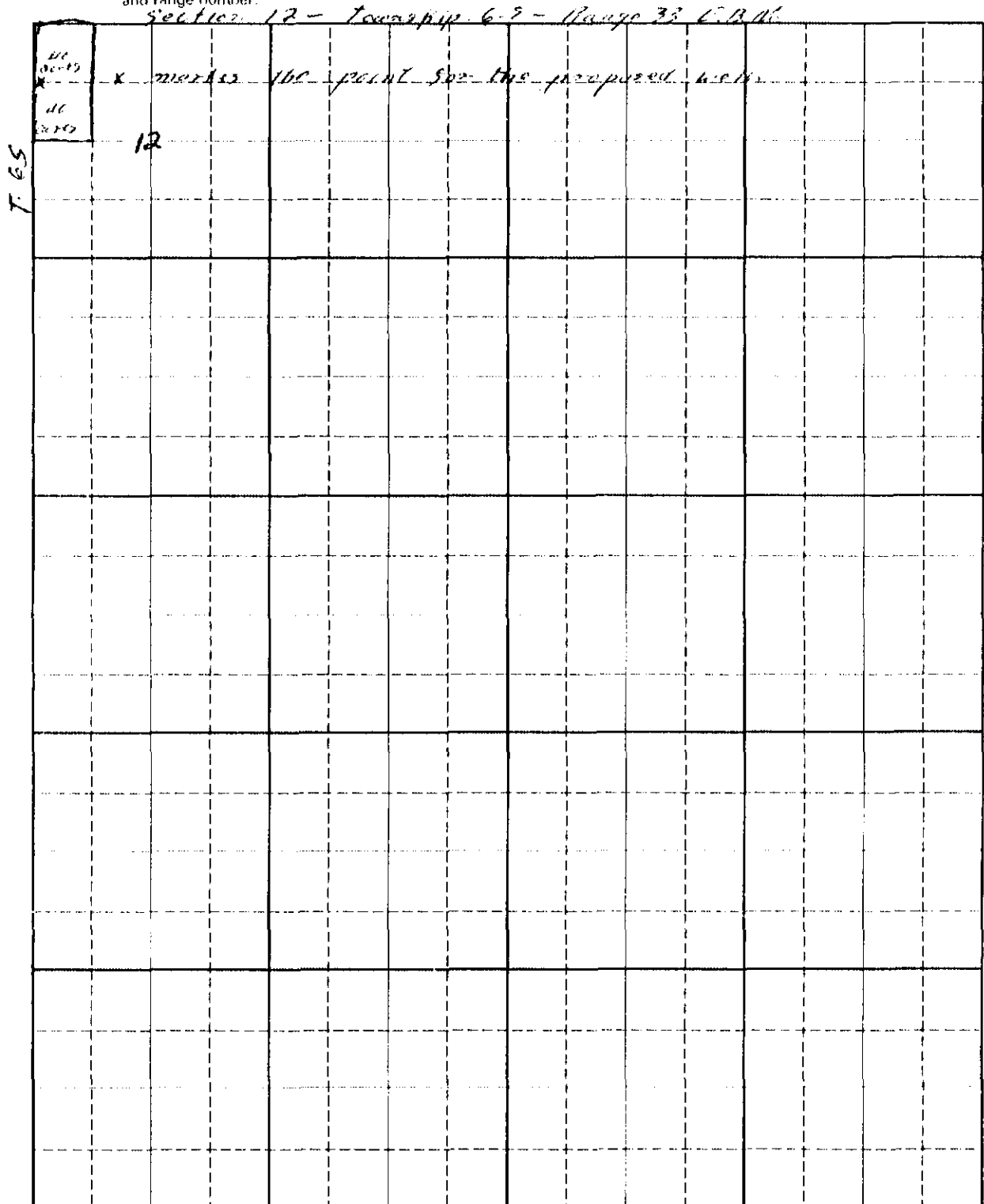
11220

- Le Roy C. Lindsey
Le Roy C. Lindsey

10. Remarks _____

R. 35 E.P.M.

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

L. Roy C. Lindley
(Applicant)

1973

Received by _____ Date 9/1/71 Time 1:00
Preliminary check by SE Fee \$ 35.00
Received by aj Date 7-30-71
Publication prepared by bj Date 10-18-71
Published in Power County Press, American Falls
Publication dates 10-28, 11-4-71
Publication approved CR Date 11/4/71
Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by JD

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. _____, and said application is hereby _____.

1. Approval of said application is subject to the following limitations and conditions:
 - a. SUBJECT TO ALL PRIOR WATER RIGHTS.
 - b. Proof of construction of works and application of water to beneficial use shall be submitted on or before _____, 19____.
 - c. Other: _____

2. Denial of said application is for the following reasons: _____

Witness my hand this _____ day of _____, 19____.

Director

FIELD REPORT

1. Name of permit holder LeRoy C. Lindley
- Post office address 774 Bannock St., American Falls, Idaho Phone _____
- Person to contact _____ Phone _____
2. Source of water supply: Groundwater ☒ Surface water ☐ _____
(name spring, stream, etc.)
- Tributary to _____

3. Water will be used for the following purposes:

Amount	1.6	c.f.s. for	Irrigation
		AF/Annum	(nature of use)

Period of Use: from May 1 to Sept. 1
(mo.-day) inclusive (mo.-day)

Amount		c.f.s. for	
		AF/Annum	(nature of use)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Amount	c.f.s. for _____
	AF/Annum (nature of use)

Period of Use: from to
(mo.-day) inclusive (mo.-day)

Other uses: _ _ _ _ _

4. Total amount to be appropriated:

Max Rate of Diversion 1.6 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

Township 6S N/S, Range 33E E/W, B.M., Section 12, Subdivision SW 1/4 NW 1/4, Power
County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4 _____

Township.....N/S, Range.....E/W, B.M., Section....., Subdivision..... $\frac{1}{4}$ $\frac{1}{4}$

Other Points of Diversions: _____

Description of diverting works: well, 6" pump, 30 hp motor

Measuring device required: yes ☒ no ☐

6. Lands to be irrigated or place of use.

[illegible]**TOTAL ACREAGE**

80

T.
6
S

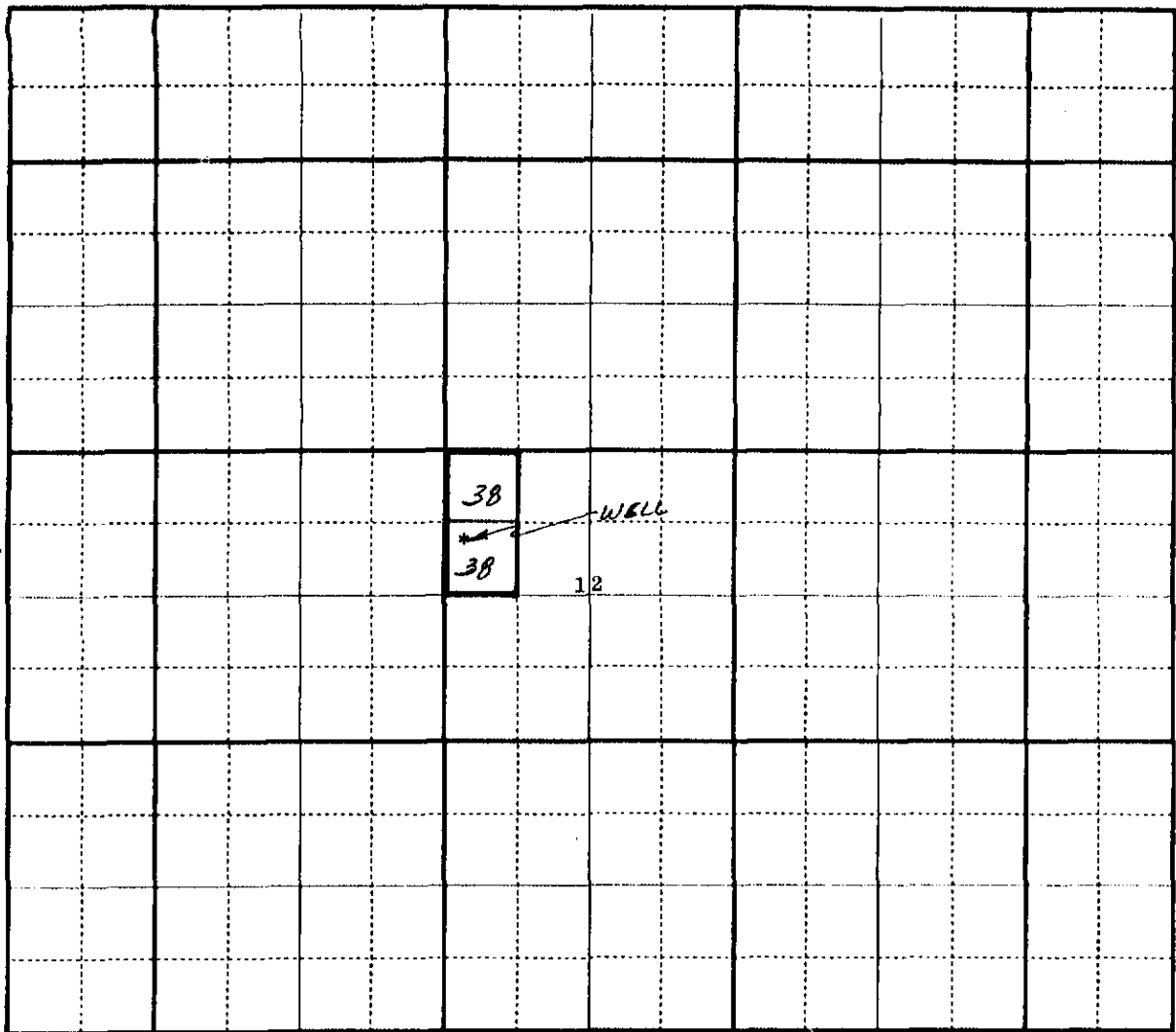
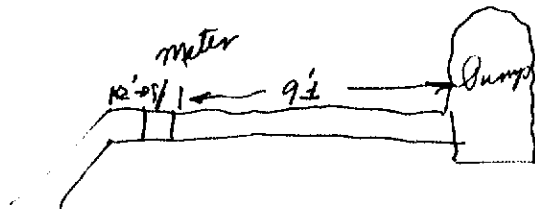


Diagram of System

JS

← E



JS

DATE OF EXAM June 12, 1974

ACREAGE
Found 76
Recommended 76

Irrigation Requirement 3.5 Ac Ft/Ac

USE
Irrigation Q = 1.49 c.f.s. V = 266 AF/Ann. from May 1 to Sept 1
Domestic Q = c.f.s. V = AF/Ann. from to
Livestock Q = c.f.s. V = AF/Ann. from to

Is water co-mingled? yes no ✓

Name source:
Twp. N/S, Rge E/W, B.M., Sec. Sub. 1/4 1/4 County

Exchange? yes no ✓

Name source exchanged with: N/A
Twp. N/S, Rge E/W, B.M., Sec. Sub. 1/4 1/4 County

Point of injection:
Twp. N/S, Rge E/W, B.M., Sec. Sub. 1/4 1/4 County

Point of exchange:
Twp. N/S, Rge E/W, B.M., Sec. Sub. 1/4 1/4 County

Total Q measured 1.49 CFS Method of measurement Badger meter

Total Q recommended 1.49 CFS Meter No. M0539392 Type saddle Condition good

Total V recommended 266 AF/ANN

Recommended Amendments:

P.D.
Place of Use
Other
None ✓

MEASUREMENT CALCULATION:

Discharged 1000 gallons in 1.5 min equals to 667 gal/min ÷
448.8 = 1.49 CFS

$$V = (76)(3.5) = 266 < (1.49)(1.983)(124) = 366$$

SYSTEM DESCRIPTION:

3hp 3φ, ELEC MOTOR - SN - V1029001
Jo. 5241, Pump 120 SN,
Badger 6" diam meter

REMARKS:

Unable to locate permit holder on date of exam.

Examiner's Signature John Firebauer Date June 12, 1974

Checked by Loren O'Holmes Date Oct 22, 1974

Approved by Date

275073

2
A
38.4

D
38.4

T.65.

4/8
R.35E

24.7
12
13

79.3

8.7

Twelve

12

10

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12

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State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

February 23, 2000

NATHAN & MICHELLE SCHROEDER
2098 MICHAUD CREEK RD
POCATELLO ID 83204

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE OF CLAIM TO A WATER RIGHT A29-07073

Dear Mr. & Mrs. Schroeder:

The request for Change of Water Right Ownership concerning the above-referenced Notice of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Please keep this report for your records.

Respectfully yours,

Jennifer Crabtree
Technical Records Specialist

Enclosure

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

9

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

1. Water Right Number(s) _____
Adjudication Claim Number(s) A29-07073
2. 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 for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) Mary Doris Lindley, Stearns
1100 Burnett Dr #332, Nampa, ID 83686
4. New Owner/Claimant(s) Nathan & Michelle Schroeder
Name connector (Check one): ☒ AND ☐ OR ☐ AND/OR
New Mailing Address 2098 Michael Creek Rd
City, State and ZIP Code Pocatello, Idaho 83204
New Telephone Number (208) 234-1543
5. Date you acquired the property 5-23-90
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres actually irrigated 75 Number and type of stock None
Diversion rate in CFS _____ Number of homes 0 Other uses None
cubic feet per second
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.
7. Signature of New Owner/Claimant(s) Nathan Schroeder Date 2-21-00
Michelle Schroeder Date 2-21-00
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

Instrument # 153124
Dwr # 8 Time 2:08
Req of Lawrence & Bremer

MAY 25 1990

REAL ESTATE CONTRACT

POWER COUNTY AM FALLS
M GLASCOCK RECORDER
BY Margaret Glascock
DEPUTY Clerk

THIS CONTRACT, MADE AND ENTERED INTO as of this 23rd day May, 1990, by and between MARY DORIS LINDLEY, a widow, of Caldwell, Canyon County, Idaho, who is hereinafter referred to as "Vendor"; and NATHAN SCHROEDER and MICHELLE SCHROEDER, husband and wife, of Pocatello, Bannock County, Idaho, who are hereinafter referred to as "Purchaser",

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter contained, to be kept and performed by the parties hereto, Vendor hereby agrees to sell to Purchaser and Purchaser covenants and agrees to purchase from Vendor, Vendor's interest in the real property situate in the County of Power, State of Idaho, listed and described as the West one-half of the Northwest quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 12, Township 6 South, Range 33 E.B.M., together with all water rights and mineral rights appurtenant thereto.

That the real property described above and the purchase price hereinafter set out has been established by an "ingross" method rather than as a specific sale by the acre, and the Purchaser receives the real property encompassed within the foregoing description in exchange for the purchase price hereinafter set out.

PURCHASE PRICE: It is agreed by and between the parties hereto that the purchase price of the property described in this contract being sold by Vendor to the Purchaser and being purchased from Vendor by the Purchaser amounts to the total sum of NINETY FIVE THOUSAND DOLLARS (\$95,000), together with interest on that part of the purchase price remaining from time to time unpaid at the rate of nine percent (9%) per annum from May 1, 1990.

Purchaser agrees to pay a down payment of TWENTY FIVE THOUSAND DOLLARS (\$25,000), which sum shall be paid in cash upon execution hereof. The remaining principal balance of SEVENTY THOUSAND DOLLARS (\$70,000) shall be paid in principal and interest installments of \$12,000 per year. Interest shall commence May 1, 1990 and shall be paid at the rate above set out. That the first of said \$12,000 payments shall be due and payable on or before March 1, 1991, and a like payment of \$12,000 shall be due and payable on or before the 1st day of March of each and every year thereafter until the entire unpaid principal balance of \$70,000 plus all accrued interest has been fully paid and discharged.

All payments shall be first applied to accrued interest and the balance to the reduction of principal as of the date of payment.

PREPAYMENT: The parties agree that the Purchaser may prepay any portion or all of the unpaid balance hereof at anytime without penalty provided the consent of the Seller be first obtained which consent will not be unreasonably withheld.

WAIVER OF TRUTH AND LENDING REQUIREMENTS: Purchaser understands that Vendor is not in the business of selling real estate on a credit basis on a regular basis and is exempt from all federal and state disclosure requirements. Both Vendor and Purchaser agree to waive any applications of either of these laws to this transaction and consent to the closing without formal disclosures being provided either party under the aforementioned laws.

TAXES AND ASSESSMENTS: Vendor agrees to pay and discharge any and all taxes or lawful assessments levied or assessed against the above-described property for the year 1989 and all previous years. Purchaser agrees to pay and discharge all such taxes and assessments for the year 1990 and all subsequent years.

Vendor agrees that Purchaser shall have the right to protest or contest any assessments or levies for taxes and assessments upon the hereinbefore described real and personal property. In the event Purchaser so elects to protest or contest any such taxes or assessments, he shall immediately notify Vendor thereof in writing, and Vendor agrees that so long as Purchaser shall diligently pursue or contest said taxes, that he shall not be in default of this contract for any failure to pay said taxes or assessments pending final determination of said protest or contest upon the condition that Purchaser shall pay all such taxes and assessments immediately upon any final determination that said tax is due.

POSSESSION: Purchaser shall be entitled to the possession of the above described real property on and after May 1, 1990. Thereafter, Purchaser shall have the right to the possession of said property so long as Purchaser shall perform all of the terms and covenants and conditions of this contract.

CONDITION OF PREMISES: Purchaser's and Vendor's agents have made no representations of any material fact concerning the real property described in this contract other than those set out herein. Purchaser further acknowledges that

he has had adequate opportunity to inspect and investigate the premises and has made a thorough examination of the same and is relying solely upon his own examination and inspection and is acquiring the property in an "as is" condition.

RIGHT OF INSPECTION: The Vendor, her agents or attorneys shall have the right at all reasonable times to inspect and examine the property described herein for the purpose of ascertaining whether or not the value thereof is being substantially lessened, diminished, depleted or impaired. If such inspection or examination shall disclose that the value of such property or the property itself is being lessened, diminished, depleted or impaired, such condition shall constitute waste of the premises.

FORFEITURE: Time is of the essence of this Agreement. Purchaser agrees that should he, (a) fail, refuse or neglect to pay the Vendor the money as it is herein agreed to be paid, (b) fail to pay the taxes and assessments at the time the same shall become due, (c) fail to fulfill any of the remaining covenants and agreements herein contained on his part to be kept and performed, or (d) commit waste upon the premises, and should Purchaser fail to cure any such default within thirty (30) days following receipt of written notice from Vendor specifying said default, then, and in that event, the Vendor may, at his option, forfeit and determine any and all rights of the Purchaser in and to the property hereinabove described, and all monies heretofore paid to the Vendor by the Purchaser shall be retained by the Vendor as prior agreed upon liquidated damages for non-performance of this Agreement and as fair rental of the said premises. Upon a default occurring, Vendor, or her authorized agent, may cause to be prepared a written notice, in duplicate, addressed to Purchaser, calling attention to the matters then in default or on account of which a breach is claimed, and said notices shall be delivered to Purchaser at 2811 Margo Lane, Pocatello, Idaho 83201. Purchase shall have thirty (30) days from the date of mailing of said notice in which to make good matters in default of which a breach is claimed or to disprove the same. Purchaser agrees that he shall cease to have any right, title or interest in and to the said premises, and agrees to promptly surrender peaceable possession and reconvey the premises to Vendor.

FORBEARANCE: It is further expressly understood and agreed that acceptance by Vendor of any installment of the principal or interest, or of payment of any taxes or premiums for insurance, after the same may have been past due or

after Purchaser may have defaulted under this contract in any particular whatever, or any forbearance of any kind that may be granted or allowed by Vendor to Purchaser under this contract, shall not in any manner nor in anywise be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement of any subsequent default that may be made by Purchaser.

OBLIGATION OF PURCHASER: It is also agreed that Purchaser shall use and occupy the premises for farming operations and shall operate the farm in a farmerlike manner in accordance with the usual manner of operating farms in the area where the farm is located and shall maintain property in at least as good of condition as when possession thereof was received by the Purchaser.

ALLOCATION OF VALUE:

Sprinkler Irrigation System	10,000
Real Property	85,000

SURVIVAL OF COVENANTS: All covenants and conditions of this contract are intended to survive the delivery by Vendor and acceptance of the Deed by Purchaser.

SEVERANCE AND VALIDITY: In the event any of the provisions of this contract or any portion thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder shall remain in full force and effect and shall be in no way invalidated thereby.

ATTORNEY'S FEE: In the event of any suit, or proceeding, by either party herein against the other party, in any way arising out of this Agreement or in attempting to enforce any right herein granted, the losing party in any such suit or proceeding, with or without suit, shall pay the prevailing party such sum or sums as the court shall adjudge reasonable in such suit or proceeding for attorney's fees.

GOVERNING LAW: The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to contract made and performed in that State.

PREPARATION OF CONTRACT: Purchaser acknowledges that this Agreement was prepared by the attorney for Vendor and **that the attorney for Vendor did not and does not represent Purchaser in connection with this transaction or the preparation of this Agreement and Purchaser is encouraged to seek independent legal counsel of his choosing to review the same prior to closing.**

ASSIGNMENT: Purchaser agrees not to sell, assign, sublease or transfer the real property or improvements being purchased hereunder, or any interest therein, nor shall Purchaser assign or transfer this Agreement or any interest therein to another during the term of this Agreement unless the prior written consent of the Vendor is first obtained. Such consent may not be unreasonably withheld by Vendor.

MAILING OF NOTICE: The notice of default required to be given by Vendor to Purchaser in the event of Purchaser's failure to neglect to perform the terms, covenants, or conditions of this Agreement as hereinabove provided, shall be prepared in duplicate, a copy thereof retained by Vendor and a duplicate original shall be mailed by the attorney for Vendor to the Purchaser and notice shall be deemed to have been given Purchaser as of the date a copy of said notice is mailed to the Purchaser by registered or certified mail duly placed in the United States mails with sufficient postage thereof.

DEED: It is agreed by and between the parties hereto, that at such time as the entire purchase price and interest have been fully paid, Vendor will execute and deliver to Purchaser a good and sufficient Warranty Deed transferring good and marketable title in and to the hereinbefore described real property to Purchaser.

TITLE INSURANCE: Vendor agrees that he will obtain, at his expense, a Purchaser's policy of title insurance insuring good and marketable title to be well vested in Vendor. Vendor covenants to deliver the same to Purchaser within a reasonable time after the execution of this agreement.

COMPLETE AGREEMENT: The parties hereto agree that the terms, conditions, and covenants of this Agreement shall supercede all prior negotiations and agreements, that there are no other agreements not contained in this Agreement, and that this Agreement shall be and is the final expression of agreement between the parties and shall be controlling between the parties. No modification of this Agreement shall be valid unless it is reduced to writing and executed by all parties hereto.

HEIRS AND ASSIGNS: The terms and conditions of this Agreement shall extend to and bind the heirs, successors, administrators, executors, and assigns of the respective parties hereto.

EXECUTION: It is agreed that this Agreement is executed in duplicate, each to have the full force and effect of an original hereof.

CONSTRUCTION: The words, "Vendor" and "Purchaser" and the language of this instrument, where the singular is used shall be construed as plural and be binding equally upon all such Vendors and Purchasers and in the case one or more are females, the masculine shall include the feminine.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

VENDOR

Mary Doris Lindley
MARY DORIS LINDLEY

PURCHASER

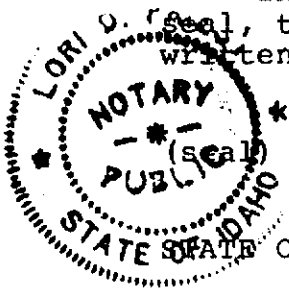
Nathan Schroeder
NATHAN SCHROEDER

Michelle Schroeder
MICHELLE SCHROEDER

STATE OF IDAHO)
) ss.
County of Canyon)

On this 21 day of May, 1990, before me, a Notary Public in and for said State, personally appeared MARY DORIS LINDLEY, a widow, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

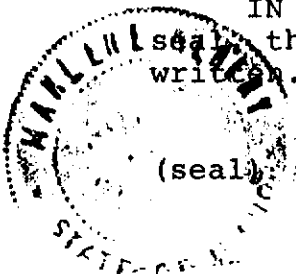


Lori D. Seal
Notary Public for Idaho
Residing at CHADWICK, ID

STATE OF IDAHO)
) ss.
County of Power)

On this 17th day of May, 1990, before me, a Notary Public in and for said State, personally appeared NATHAN SCHROEDER and MICHELLE SCHROEDER, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



Maureen Jensen
NOTARY PUBLIC for Idaho
Residing at American Falls, ID

AMORTIZATION SCHEDULE
LINDLEY/SCHROEDER
REAL ESTATE AGREEMENT

DATE	PAYMENT	INTEREST	PRINCIPAL	UNPAID BALANCE
5/1/90				70,000.00
3/1/91	12,000.00	5,247.04	6,752.96	63,247.04
3/1/92	12,000.00	5,692.23	6,307.77	56,939.27
3/1/93	12,000.00	5,124.53	6,875.47	50,063.80
3/1/94	12,000.00	4,505.74	7,494.26	42,569.54
3/1/95	12,000.00	3,831.26	8,168.74	34,400.80
<u>3/1/96</u>	<u>12,000.00</u>	<u>3,096.07</u>	<u>8,903.93</u>	<u>25,496.87</u>
3/1/97	12,000.00	2,294.72	9,705.28	15,791.59
3/1/98	12,000.00	1,421.24	10,578.76	5,212.83
3/1/99	5,681.98	469.15	5,212.83	-0-

D
130.0

12

X-82

P-821

Le Roy Valley

1100

T-5

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750

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411

PAC

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State of Idaho
DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

October 6, 1999

NATHAN SCHROEDER
2098 MICHAUD CREEK RD
POCATELLO ID 83204

RE: CHANGE IN OWNERSHIP FOR A29-07073

Dear Mr. Michaud:

It has come to our attention that you may have recently purchased a tract of land in Power County. The property to which I am referring was most recently owned by Doris Lindley. The legal description is as follows:

T06S R33E S12 NW1/4 NW1/4
T06S R33E S12 SW1/4 NW1/4

This property was filed on in the Snake River Basin Adjudication (SRBA), and we recommend that if, in fact, you now own the property in question, you file a "Change in Ownership" with this department in order that we may send all further correspondence to the appropriate owner(s).

Enclosed is a Change in Ownership form. Please fill out the form completely, sign and date it and return it to my attention along with a "copy" of your Warranty Deed and legal description of the property you have purchased.

If you have any questions regarding this matter, please call 525-7161.

Respectfully submitted,

Cheri Vandermeulen
Records Clerk

Enclosure(s)

4/11/1989

SRBA CLAIMS RECEIVING CHECKLIST #2

CLAIMANT'S NAME

Lindley

CLAIM IDENT. NO.

A29-07013

DATE RECEIVED

4/4/90

CK #

AMOUNT \$

YES

NO

Required Info?

1. Is the name and address complete with zip code? ☐
2. Is a priority date entered? ☐
Is the priority date acceptable in view of mandatory filing dates?
See Adjudication Memos #1 and #4 to determine if a Permit is required. ☐
3. (a) Is a source entered? ☐
(b) Is a tributary to entered? (if required) ☐ N/A
4. Is the legal description of the p.d. sufficient? ☐
5. Is there a description of the diverting works? ☐
6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form. ☐
Is the period of use included? ☐
Is a quantity claimed for each use? ☐
7. Is a total quantity claimed entered? ☐
8. If required is a consumptive use entered? ☐ N/A
Is the consumptive use correct? ☐ N/A
9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4. ☐ N/A
10. Is (are) the place(s) of use and purpose(s) indicated? ☐
11. Is (are) the county(ies) entered? ☐
12. Is the ownership of p.u. checked? ☐
13. Are other water rights listed or "none" indicated? ☐
14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) ☐ N/A
15. Is the basis of the claim indicated? ☐
16. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.) ☐ N/A
17. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block. ☐
18. Has the claim been signed, sealed, and dated by a notary? ☐
19. Was this claim filed on time, or was an extension granted? ☐
20. Is the fee enclosed correct? ☐ Exempt
21. If this claim is based on an existing water right, has the identification number been entered? ☐ N/A
22. Should this claim be data entered? ☒

Claim checked by: DCDate: 4/5/90Claim must be returned to claimant: ☒ (Yes) ☐ (No)Claimant must be notified of modifications: ☒ (Yes) ☐ (No)Receipt Prepared by: DCClaim data entered by: DCSent to claimant by: DC

Date:

Date: 4/5/90

Date:

Checked by: MICROFILMED

Date:

Comments:

NOV 13 1992