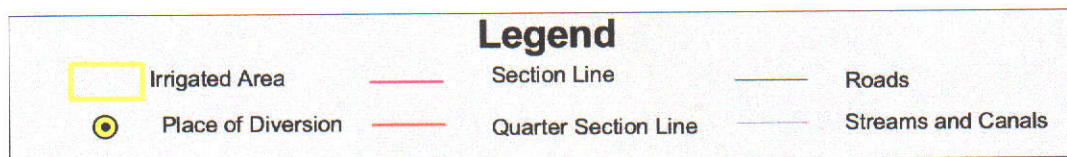
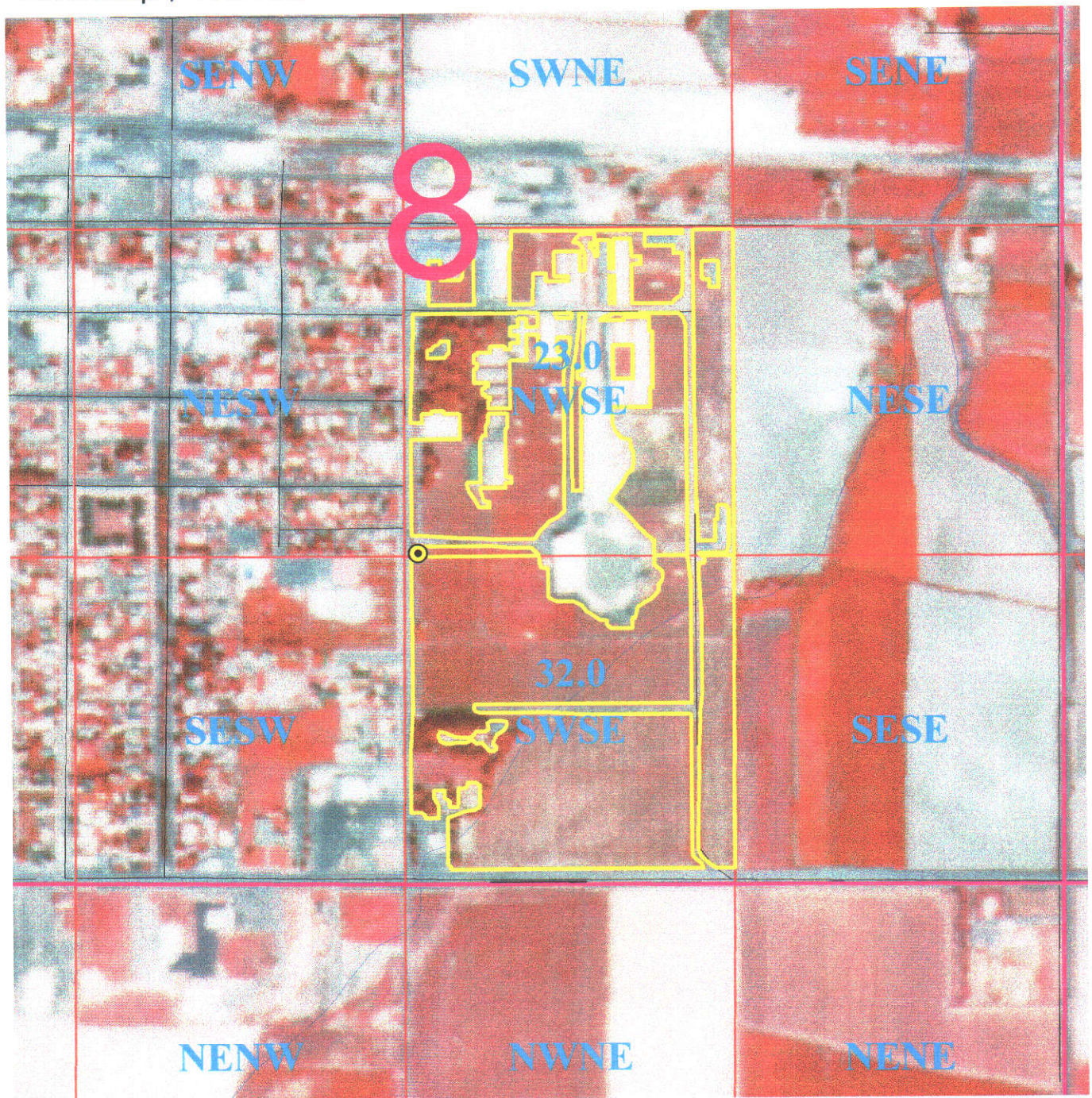


Water Right Claim Number 47-13959  
Township , 10S16E

02/07/2001

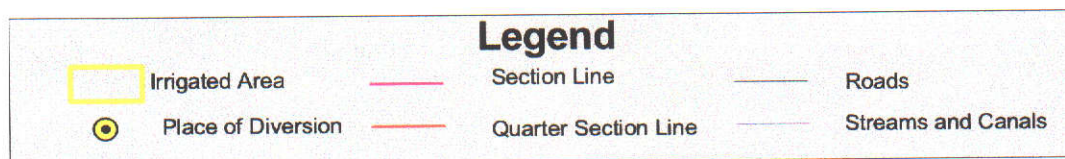
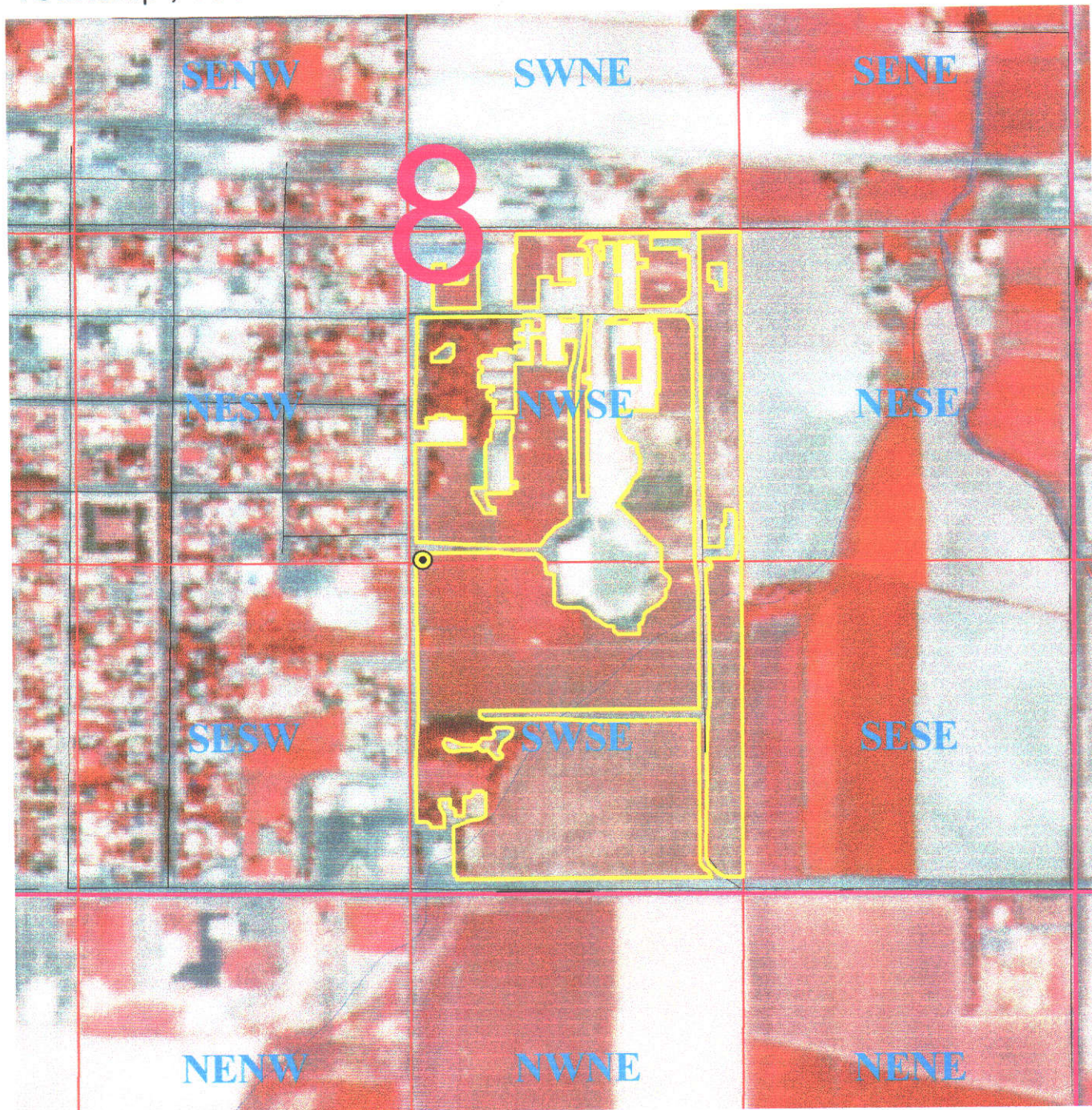


400 0 400 800 Feet

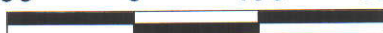
SPATIAL  
DYNAMICS

Water Right Claim Number 47-13959  
Township , 10S16E

02/07/2001



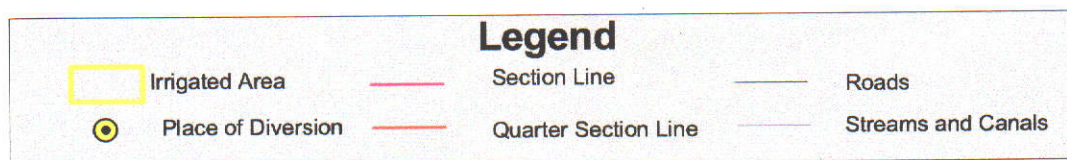
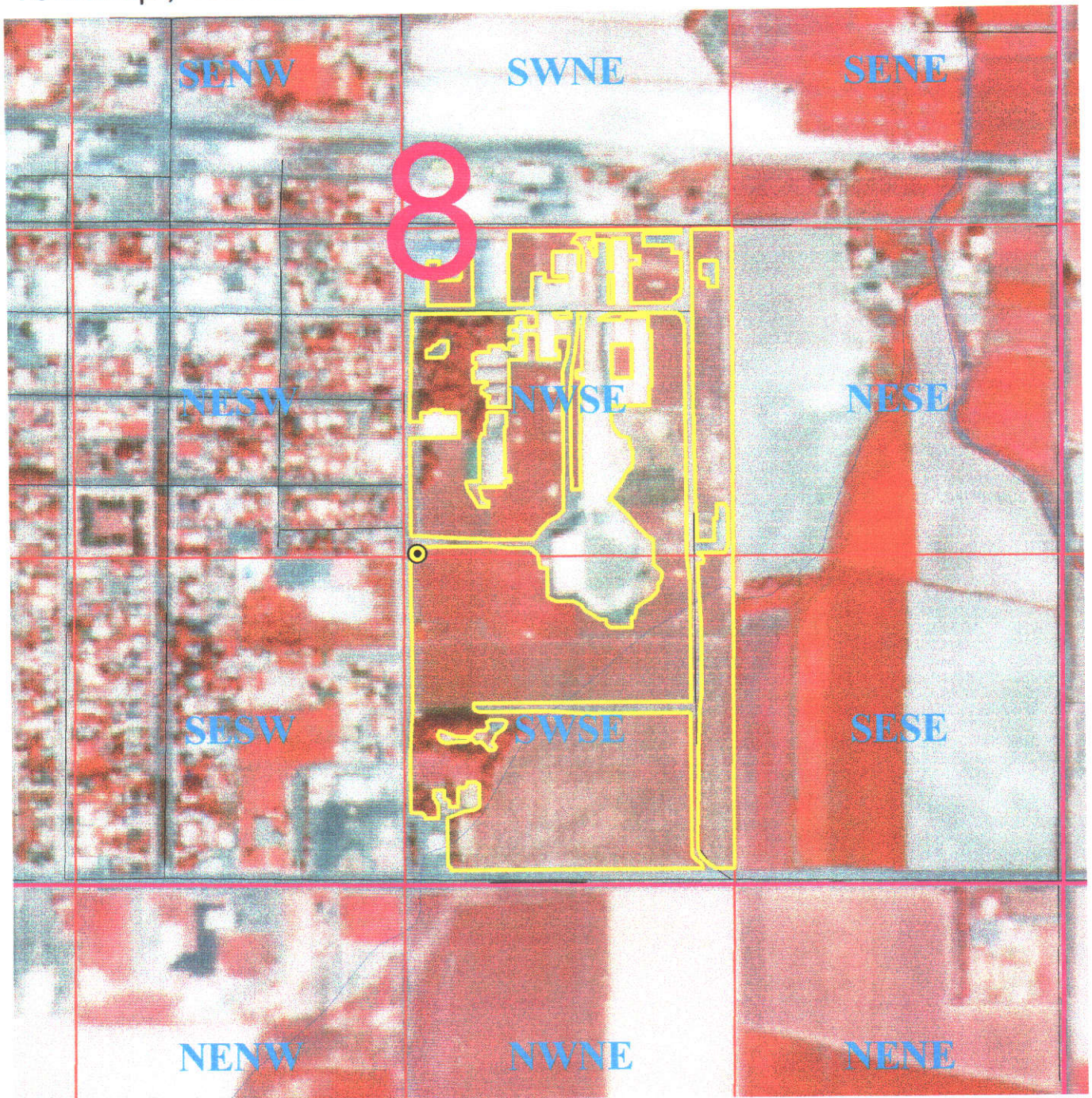
400 0 400 800 Feet



SPATIAL DYNAMICS

Water Right Claim Number 47-13959  
Township , 10S16E

02/07/2001



400 0 400 800 Feet



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: A47-13959  
Date Received: 1/04/1989  
Receipt No: C 005027  
Received By: *JS* 1/11/89

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: TWIN FALLS COUNTY FAIR GROUNDS  
Address: P.O. BOX 257  
FILER, ID 83328

2. Date of Priority: FEB 14, 1962

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

88-326-4396  
**RECEIVED**  
JAN 11 1989

Department of W

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County     |
|----------|-------|---------|--------|--------|-----|-----|------------|
| 10S      | 16E   | 8       | SW     | NW     | SE  |     | TWIN FALLS |

5. Description of diverting works:  
12" CASING 317' DEEP WITH VERT. TURBINE PUMP OF 20 HP.

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| IRRIGATION | 03/15 | 11/15 | 0.500  |      |        |

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

8. Total consumptive use is 210.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

| Township | Range | Section | 1/4 of | 1/4 | Lot | Use | Acres |
|----------|-------|---------|--------|-----|-----|-----|-------|
| 10S      | 16E   | 8       | NW     | SE  |     | IRR | 35.0  |
|          |       |         | SW     | SE  |     | IRR | 35.0  |

Section Acres 70.0

10. Place of Use: Continued

Total Acres 70.0

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:

TWIN FALLS CANAL COMPANY SHARES FOR IRR. ON SAME LANDS.

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

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/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): *[Signature]* Date: 1/4/89  
\_\_\_\_\_  
Date: \_\_\_\_\_

State of Idaho )  
County of Twin Falls ) ss.

Subscribed and sworn (or affirmed) before me this 4<sup>th</sup> day

of January 19 89

*Frances L. Keller*  
Notary Public

Seal

Residing at *Pali*

My Commission Expires November 6, 1992

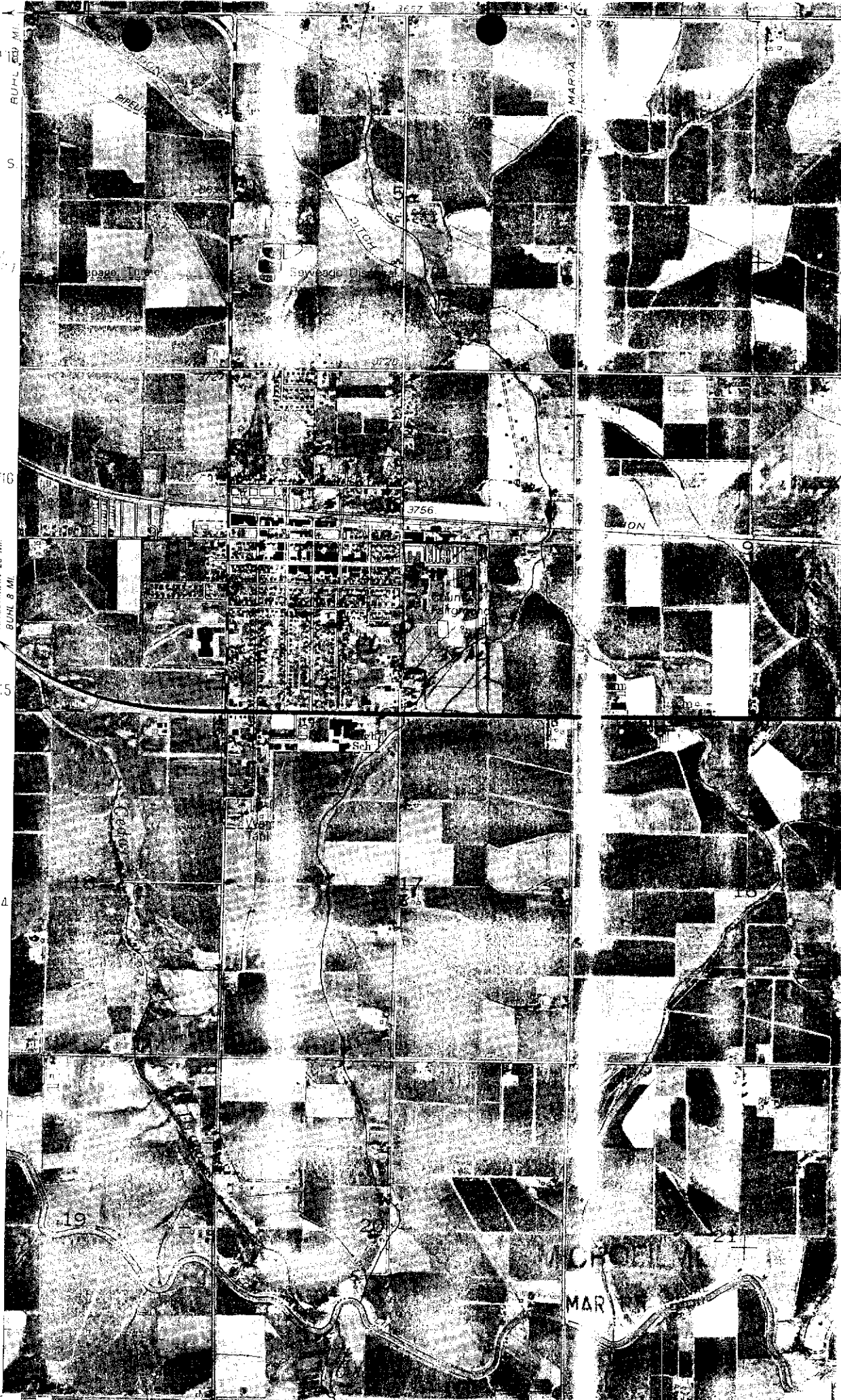
T. 10 S

T. 10 S

HAGERMAN 29 MI  
BUHL 8 MI

39° 30'

412



REC

JAN 11 1989

WELL LOG AND REPORT  
Department of Water Resources  
MACK GRAY WELL DRILLING  
KIMBERLY, IDAHORECEIVED  
DEPARTMENT OF WATER RESOURCES  
KIMBERLY, IDAHOPermit No. \_\_\_\_\_ Well No. \_\_\_\_\_ County Twin Falls

Locate well in section

|     |     |
|-----|-----|
| NW¼ | NE¼ |
| SW¼ | SE¼ |

Owner Twin Falls County Fair GroundsAddress Filer, IdahoDriller Mack Gray Well DrillingAddress Kimberly, IdahoWell location NW ¼ SE ¼ Sec. 8, T. 10 N/S, R. 16 E/WSize of drilled hole 12"Total depth of well 117 ft.Give depth to standing water from the ground 43' Water temp. \_\_\_\_\_ °fahr.On "Pumping Test" delivery was 600 g.p.m. or \_\_\_\_\_ c.f.s. Drawdown was 7 feet.Size of pump and motor used to make test 3" column, 3" bowls, 150 H.P. DieselLength of time of test 4 hours \_\_\_\_\_ minutes.

If flowing well, give flow \_\_\_\_\_ c.f.s. or \_\_\_\_\_ g.p.m. and of shut off pressure \_\_\_\_\_

If flowing well, described control works \_\_\_\_\_

(TYPE AND SIZE OF VALVE, ETC.)

Water will be used for Irrigation Weight of casing per lineal foot \_\_\_\_\_Thickness of casing 1" Casing material Steel

(STEEL, CONCRETE, WOOD, ETC.)

Diameter, length and location of casing 12", 91', 0 to 91'(CASING 12" IN DIAMETER OR LESS, GIVE INSIDE DIAMETER;  
CASING OVER 12" IN DIAMETER, GIVE OUTSIDE DIAMETER)

## CASING RECORD

| Diam.<br>Casing | From<br>Feet | To<br>Feet | Length | Remarks—seals, grouting, etc. |
|-----------------|--------------|------------|--------|-------------------------------|
| 12"             | 0            | 91'        | 91'    |                               |
|                 |              |            |        |                               |
|                 |              |            |        |                               |
|                 |              |            |        |                               |

Number and size of perforations \_\_\_\_\_ located \_\_\_\_\_ feet to \_\_\_\_\_ feet from ground

Date of commencement of well 12/30/81 Date of completion of well 2/14/82

NWSE S.8 105 14E

6681

## WELL LOG

| From<br>Foot                              | To<br>Foot | Type of Material                            | Water-bearing<br>Formation<br>Am. Yes or No | Casing<br>Perforated<br>Am. Yes or No |
|-------------------------------------------|------------|---------------------------------------------|---------------------------------------------|---------------------------------------|
| 0                                         | 6          | Top soil                                    |                                             |                                       |
| 6                                         | 15         | Grey lava                                   |                                             |                                       |
| 15                                        | 20         | Brown shale                                 |                                             |                                       |
| 20                                        | 43         | Brown lava                                  |                                             |                                       |
| 43                                        | 55         | Red cinders      Water trace                |                                             |                                       |
| 55                                        | 70         | Grey lava      Firm                         |                                             |                                       |
| 70                                        | 75         | Grey basalt                                 |                                             |                                       |
| 75                                        | 77         | Grey lava      firm                         |                                             |                                       |
| 77                                        | 85         | Grey basalt                                 |                                             |                                       |
| 85                                        | 95         | Grey lava                                   |                                             |                                       |
| 95                                        | 110        | Brown lava broken      Water trace          |                                             |                                       |
| 110                                       | 130        | Solid brown lava                            |                                             |                                       |
| 130                                       | 155        | Red lava                                    |                                             |                                       |
| 155                                       | 185        | Brown lava                                  |                                             |                                       |
| 185                                       | 220        | Grey lava      very hard                    |                                             |                                       |
| 220                                       | 225        | Grey shale      broken lava                 |                                             |                                       |
| 225                                       | 230        | Brown lava, shale deposit      water traces |                                             |                                       |
| If more space is required use Sheet No. 2 |            |                                             |                                             |                                       |

## WELL DRILLER'S STATEMENT

This well was drilled under my supervision and the above information is true and correct to the best of my knowledge and belief.

Signed Mack Gray Hull Drilling

By Mrs. Mack Gray

Chuck Jones

License No. 201

Dated 2/24/62, 1962

Well Owner T. F. County Fair

Well Location Ellers, Idaho

[illegible]



Where Memories Are Made!

# Twin Falls County Fair & Rodeo

A47-13959

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JAN 25 1995

Department of Water Resources  
Southern Region

January 24, 1995

Douglas Jones, P. E.  
Water Rights Supervisor  
Department of Water Resources  
222 Shoshone St. East  
Twin Falls, Id 83301

Dear Mr. Jones:

The attached minutes are from the Twin Falls County Fair Board dated March 6, 1961, November 6, 1961, March 5, 1962, April 2, 1962 and May 7, 1962. These minutes are a permanent record of the Fair Board and their activities and decisions.

You will find statements regarding the decision to drill the irrigation well and comments up through the time that the drilling was completed and the well tested. These records also show the decisions to purchase a pump for the system and installation of the pump.

Also, you will find a copy of the Sale Contract for the pump and the well test report, both from Layne and Bowler Pump Company dated 1962.

I submit these records as evidence of priority as you requested in your notice dated January 11, 1995.

If you should need any further items for this matter, please do not hesitate to contact me.

Sincerely,

Cindy Demoney  
Secretary-Manager

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DEC 1 1996

ENC

CONDITIONAL SALE CONTRACT FOR

LAYNE & BOWLER VERTICAL TURBINE PUMP

LAYNE & BOWLER PUMP COMPANY

hereinafter

(Dealer's Name and Address)

called the Seller, and

Twin Falls County Fair

of Filer

(Customer's Name and Address)

in the county of Twin Falls

and State of Idaho

hereinafter called the Buyer, do

hereby agree upon the 3 day of April 19 62 as follows:

Seller agrees to furnish and to sell the following described Machinery to the Buyer F.O.B. Los Angeles, freight allowed to Filer

To wit: One Layne & Bowler Turbine Pump As Follows:

- 1- #10 AC- 6 Pump discharge head complete with 6"std. flanged outlet 120 ft.- 6"std. x 1-1/2"x 1" Column, tube & shaft assembly complete
- 4 Stage- 8"- 'FHL' Bowl assembly complete with stainless steel shaft and bronze impellers
- 10 ft.- 6"std. Suction pipe with cone strainer
- 5 ft.- 6"std. Discharge pipe T2E
- 1- 10 H.P. 220/440 volt, 3 phase, 60 cycle, 1800 R.P.M. General Electric High Thrust Motor
- 1- 10 H.P. 220 volt General Electric Pumping Plant Panel complete with 3rd. leg protection, time delay relay, hand-off-auto and start button and 3- 25 Amp. 240 volt fuses

Installation of pump, wiring of switch equipment and testing of well

SERVICE REQUIREMENTS

Pumping capacity in gallons per minute 450 Revolutions per minute 1750

Lift below surface 70 Ft. Lift above surface -- Ft. Total Lift 70 Ft.

Shipment to be made in about SAP days after receipt and approval of order.

LEGAL DESCRIPTION

Land upon which said pump and equipment will be installed:

Detail of Section

Section Township Range County State

PRICE:

Buyer agrees to buy said Machinery and to pay Seller at the total purchase price of Two Thousand & 00/100 \*\*\*\*\* DOLLARS \$2,000.00

TERMS:

Cash \$2,000.00 Net 30 days after installation of pump complete

Balance NONE Payable as follows:

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JAN 25 1962

Department of Water Resources

The buyer agrees to execute a promissory note for the unpaid balance, payable in accordance with the terms of this contract and bearing interest at the rate of 8 percent per annum.

DUPLICATE

...that any parts prove defective within the period of the installation of the pump, and Buyer gives Seller immediate written notice thereof within said year. Seller agrees to furnish, f. o. b. Los Angeles, new parts to replace the same, but Seller shall not be liable for any loss or damage by reason of defective workmanship or material beyond replacing defective parts as aforesaid, and Buyer shall pay all costs of labor and other expense incurred in making such replacements. In case of failure of the machinery hereinafter described to perform the said specified duty, Seller in accordance with guarantee reserves the right to replace it with other machinery which will perform said duty, or shall return money paid on price of the machinery, and take back the machinery, and if the machinery is taken back and the money is returned, Seller shall be liable for no damage whatever under this contract or otherwise and shall be fully released from every provision, guarantee and warranty thereof.

The capacity, speed, lift, and all other service requirements and guarantees and/or warranties herein stated shall be considered as met if it is found the well is crooked to the extent that the mechanical operation of the pump is impaired, or if the well does not properly furnish the pump with the amount of clean, non-aerated and/or non-gaseous water, free from sand, detritus and/or other foreign substances, called for herein within the total head or lift specified herein.

Seller makes no warranties nor guarantees whatsoever, either express or implied, of material or equipment not of its own manufacture.

Regardless of the method of bookkeeping, or of the form of invoice that may be used by Seller, it is agreed that the title to the machinery furnished hereunder shall remain in Seller until the entire purchase price and interest, whether the same or any part thereof be evidenced by notes, judgments or otherwise, and any renewals or extensions thereof shall have been fully paid by Buyer in lawful money of the United States, it being further agreed that payment for all expense, labor and materials furnished by Seller and not included in the contract price shall become immediately due and payable upon presentation of invoice to Buyer and may be deducted from any moneys paid by Buyer on the contract price without relieving Buyer of the obligation to make all payments in accordance with the terms of this agreement notwithstanding any such deduction, and the machinery shall remain the personal property of Seller until fully paid for, whether or not the same is attached to realty or other property, and Buyer agrees to perform all acts which may be necessary to perfect and assure retention of title in Seller. Buyer agrees to pay to Seller when due all bills for additional parts, service or equipment ordered, and any payments made by Buyer shall be first applied to amounts so owing, if any, next to interest, and then to said purchase price. Buyer agrees that this title to all equipment, repairs, new parts or accessories placed upon said pump and equipment shall immediately pass to Seller, and the same shall remain in Seller until the complete performance by Buyer of all Buyer's obligations under this agreement. Buyer, pending full payment hereunder, shall not, without Seller's prior written consent, assign this agreement, or sell, lease or encumber, or permit to be encumbered, the said machinery, or remove said machinery from address of original installation or delivery.

Buyer shall keep said machinery in good condition and repair at his own expense and shall permit Seller to examine same at any time. Buyer shall pay all taxes and assessments of every character levied against said machinery. Any and all loss, damage, or injury of or to said machinery by theft, fire or any other cause or casualty, shall be at Buyer's risk and shall not release Buyer from purchasing and paying for said machinery in full, in accordance with the terms hereof.

Time is expressly made of the essence hereof with respect to the performance of the obligations hereunder assumed by Buyer, and the acceptance by Seller of part or full payment of any sums past due, or the waiver of a breach of any covenant hereof, shall not be construed to be a waiver by Seller of this provision or of any continuing or subsequent defaults on Buyer's part. In the event of the failure of Buyer to make any payment herein provided for, or to perform any of the terms or conditions hereof, in the manner or within the time herein provided for, or in the event of the insolvency, receivership or bankruptcy of Buyer, or the assignment or seizure of said machinery under legal process, or in the event of the sale, assignment, transfer, mortgage, pledge, encumbrance, hypothecation or other disposal of said machinery, or any part thereof, or of this contract, or any interest therein, made or suffered by said Buyer, without the prior written consent of Seller, then, in any such event said Buyer shall be and be deemed in default hereunder.

In the event of any such default, at the option of Seller, without demand or notice, (a) all amounts provided to be paid hereunder, whether evidenced by notes or otherwise, shall become immediately due and payable; and (b) Buyer's right to the use and possession of said machinery shall immediately terminate, and Seller may, without demand or notice, retake possession thereof, and remove same from any premises, by legal action or otherwise; and (c) Seller may sue for the purchase price or any part thereof then unpaid and for all other amounts payable hereunder; or (d) Seller may, without demand or notice, resell the said machinery at public or private sale, and after deducting all expenses and attorney's fees incurred herein as hereinafter provided, credit the net proceeds thereof to the unpaid balance due under this contract, and Buyer agrees to pay Seller any deficiency remaining under this contract after such sale is completed and the net proceeds applied thereon; or, in lieu of such resale, (e) Seller may credit the reasonable value of said machinery, as determined by it, less all expenses and attorney's fees herein incurred, as hereinafter provided,

as to pay Seller, after said net amount has been credited to Buyer's account as aforesaid, any deficiency or deficiency that may exist or remain due or unpaid.

In the event of any such default, in lieu of enforcing this contract by any of the remedies hereinabove provided, Seller may at its option declare this contract terminated, and in such event (a) all of the right, title and equity of Buyer in and to said machinery or any part thereof, and in and to this contract, or any interest therein, shall immediately cease and terminate and revert to Seller; and (b) Seller shall be released from all obligations to transfer or deliver said machinery to said Buyer; and (c) all sums of money theretofore paid and all sums then due and unpaid by Buyer to Seller hereunder shall remain the sole property of Seller, and shall be considered as compensation for the use, wear, tear and depreciation of said machinery; and (d) Buyer agrees to pay Seller forthwith all payments and interest then due and unpaid hereunder as part compensation for the use of said machinery; and in the event of such termination of this contract, (e) Buyer's right to the use and possession of said machinery shall immediately terminate, and Seller may, without demand or notice, retake possession thereof, and remove same from any premises, by legal action or otherwise.

Seller shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not stop or prevent Seller from pursuing any other remedy hereunder, and any repossession, retaking or sale of the machinery pursuant to the terms hereof shall not release Buyer until the purchase price has been paid in full, nor shall the institution of suit for the purchase price or any part thereof prevent Seller from later retaking possession of said machinery by legal action or otherwise, and in the event such suit is brought by Seller for the enforcement of this contract or any of the terms thereof, or affecting said machinery or this contract, Buyer hereby waives the right to change of venue or to change of place of trial from the court originally acquiring jurisdiction, and hereby consents and agrees that such court may retain jurisdiction. Buyer agrees to repay to Seller any expenses incurred in enforcing this contract or in recovering possession of said machinery, or in collecting any sum due hereunder, including reasonable attorney's fees actually incurred, whether legal action is brought or not.

Buyer hereby agrees to furnish a straight, plumb well adequately cased, of correct proportions and construction for the installation and ready installation of the above described pump and equipment, with water and pumping conditions as stated above, and agrees that Seller shall not be responsible or liable for damages to or loss of, or for the installation and operation of said pump and equipment, or for any work done or about the installation and operation of said pump and equipment, or for any damage to pumps by such setting, or for any damage to the pump furnished. It is understood that Seller will make such test in its laboratory at its factory, free of cost, provided Buyer wishes same and agrees in writing is given five days before shipment is to be made. If such tests are desired, it is understood that Buyer is to furnish and set a suitable water-measuring device and suitable instrument for measuring power, and Buyer will also pay all costs of such tests as well as the engineer's time and expenses.

The specified shipment and installation are both subject to any delay on the part of Buyer in supplying Seller with any data required by Seller, and are subject to any delay caused by or due to any act or to any changes in data, shipment, installation, or alterations of Buyer's intentions, and to delays caused by fires, floods, strikes, accidents, transportation, civil or military authority or by any other causes beyond Seller's control. The receipt of the machinery by Buyer shall constitute acceptance of delivery under the terms hereof, and shall be and is a waiver of any and all claims for loss or damage due to delay.

Seller shall not be liable for damage or for consequential damage, particularly including loss or damage to diminution or failure of crops, shortage of water or inability or failure to supply same, whether due to improper installation or to any part of the machinery or otherwise, nor shall Seller be liable for collapsing, telescoping, separating or otherwise injuring the well, if being undertaken and agreed by Buyer that this work is uncertain and precarious in its nature. Should Seller be delayed in making or fail to make installation by virtue of some defect in the well, or by virtue of the well not being in condition to receive the pump, then Buyer will reimburse Seller for time lost and expenses incurred during such delay, and will also reimburse Seller for the reasonable value of its services in removing or attempting to remove such defects or attempting to put the well in condition for the installation of the pump, all of which Seller is hereby authorized to do if it chooses. Should Seller finally consider installation impossible, then Buyer will pay the installed price of the machinery less a rebate to Buyer equaling the difference between the reasonable value of Seller's efforts in attempting the installation and the price above specified for installation or the usual price for such installation if none is expressly specified above. Should the pump be lost or damaged before complete installation by virtue of some defect in, or the construction or behavior of the well, then Buyer will reimburse Seller for such loss or damage.

Buyer agrees that he has read this instrument and that it expresses his complete contract with Seller, all oral stipulations being waived by both parties. In order to afford Seller a proper opportunity to check the terms, conditions and provisions herein, this contract shall not become binding upon Seller until it is approved and signed by Seller at his home office by its authorized executive officer. No subsequent amendment hereof shall be binding upon Seller unless reduced to writing and signed by an authorized executive officer thereof.

SELLER  
BY *W. J. Halsey* Salesman

BY \_\_\_\_\_ (OWNER OR AUTHORIZED REPRESENTATIVE)

I hereby accept the foregoing on the day and date first above written, and at the price and on the terms, conditions and provisions therein named.

*Box 257*  
*Filer Idaho*  
(Buyer's Mailing Address)

*Twing Falls County Fair*  
*Thomas Park*  
Buyer's Signature

LAYNE AND BOWLER PUMP COMPANY  
WELL TEST REPORT

PAID

JAN 23 1962  
Bennie  
Lyle  
Stur

NAME Turn Falls County DATE 2/13/62

LOCATION FER Fair Grounds SEC. \_\_\_\_\_ RANGE \_\_\_\_\_ T. \_\_\_\_\_

WELL DEPTH 316 WELL SIZE 12 CASING 12" x 3'

TEST PUMP DEPTH 280' + BOWLS ORIFICE SIZE 8" x 6 1/2

STATIC WATER LEVEL 42 STARTING TIME 3:00 P.M.

| TIME    | PUMPING LEVEL | ORIFICE READING | G.P.M. | MINERS INCHES |
|---------|---------------|-----------------|--------|---------------|
| 3:45 PM | 50'           | 9 1/2"          | 410    | 67            |
| 4:20    | 50'           | 9"              | 600    | 66.6          |
| 5:00    | 50'           | 9"              | 600    | 66.6          |
| 5:30    | 50'           | 9"              | 600    | 66.6          |
| 6:00    | 50'           | 9"              | 600    | 66.6          |
| 6:30    | 50'           | 9"              | 600    | 66.6          |
| 7:00    | 50'           | 9"              | 600    | 66.6          |

shut off at 7. PM

REMARKS

Water was the same as clear right from the start was slow on recovery

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JAN 25 1995

Department of Water Resources  
Southern Region

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# Twin Falls County Fair & Rodeo

**Where Memories Are Made!**

State of Idaho                    )  
                                          ) ss  
County of Twin Falls            )

I, Linda Gwyn, a notary public, do certify that on January 18, 1995, I carefully compared the attached copies of Twin Falls County Fairboard minutes with the originals. It is a complete and true copy of the original documents. The original documents are on file in the office of the Twin Falls County Fair, Filer, Idaho. (208) 326-4396.

  
Notary Public for the State of Idaho

My commission expires on October 10, 1995.

RECEIVED

JAN 25 1995

Department of Water Resources  
Southern Region

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DEC 1 1996

JAN 25 1995

Department of Water Resources  
Southern Region

## Minutes of Fair Board Meeting held March 6, 1961

Members present: H. W. Lehman, Parley Harmon, Ben Mottern,  
Warren Barry, Walter Miller and Thomas  
Parks

Members absent: Joffre Jensen and C. D. Grove

The meeting was called to order by president Lehman.  
Minutes of February 6th were read and approved.

## Business to come before the meeting:

Drilling of well and purchasing of pump  
Building another restroom  
Historical building  
Reroofing swine barn  
Repairing or replacing bleachers across track  
Requests for horse shows.  
Sheriffs' posse wants to put on a quarter horse show in May.  
Ladies riding club wants to put on a horse show during fair  
the last day preferred, Saturday.  
1961 program--what will it be?  
Decide on possees and race horse men using the track and  
grounds this year.  
Garland Paint Co. will furnish outside paint for \$3.95  
per gallon.  
Sidewalk on north side of road and back of quarter horse  
barn to be built.  
Livestock exhibit barn should have water drains.  
Carnival contract is signed.  
Bull sale March 18th  
Secretary's bond has been completed and filed with County  
Auditor.  
1960 Audit completed but no copy received as yet.  
Letter to Clyde Smith  
Cost of new tractor.

The question of race horse people using the track was  
brought up and discussed. It was moved by Parley Harmon, seconded  
by Ben Mottern that they be permitted to use the track starting  
March 25 up to June 1, 1961, and during the time of painting the  
grandstand there would be no activity on track or in front of  
grandstand. Motion put and carried.

It was then moved by Ben Mottern, seconded by Warren  
Barry that we let the possees use the grounds for drilling during  
the summer except during the time the grandstand is being painted  
and that the lights be out at 10:00 o'clock and the grounds be  
cleared by 10:30. Motion put and carried.

It was decided that we get in touch with the well  
drillers and drill an irrigation well and equip it with a pump  
with horsepower enough to pump the water through pipes for future use.

It was decided to start the other rest room as soon as  
possible.

Secretary reported that his bond had been completed and filed with the county auditor, also that the 1960 audit had been completed but no copy received yet.

The board approved sending Clyde Smith a letter of appreciation of his services while serving as a member of the Fair Board.

Secretary quoted price submitted by Modern Tractor Company for new Ford tractor. This brought up the question of other tractors. A John Deere tractor was mentioned.

Bills and Accounts

|                                    |               |
|------------------------------------|---------------|
| 15. Rodeo Sport News               | \$16.00       |
| 16. T. I. Parks                    | 40.74         |
| 17. Jasper Gas & Oil Co.           | 17.13         |
| 18. Filer Mutual Telephone Company | 22.55         |
| 19. T. I. Parks                    | 49.95         |
| 20. Thomas Parks                   | 330.80        |
| 21. Filer Water Works              | 57.10         |
| 22. Sinclair Refining Company      | 19.87         |
| 23. Idaho Power Company            | 53.65         |
| 24. Modern Tractor Center          | 225.25        |
| 25. Joe Taylor Service             | 24.71         |
| 26. Bestway Building Center        | 2.40          |
| 27. John Barker Agency             | 50.00         |
| 28. Dean's Repair Shop             | 1.85          |
|                                    | <u>912.00</u> |

It was moved by Ben Mottern, seconded by Warren Barry that the bills be allowed. Motion put and carried.

The meeting adjourned.

Respectfully submitted,

Thomas Parks  
Thomas Parks, Sec'y-Mgr.

APPROVED

W. W. Lehman  
President

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JAN 25 1995  
Department of Water Resources  
Southern Region  
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DEC 1 1995

MINUTES OF FAIR BOARD MEETING HELD November 6, 1961

Members present: H. W. Lehman, Parley Harmon, Cecil Brim, Ben Mottern  
Warren Barry & Thomas Parks

Members absent: Joffre Jensen , Walter Miller

Also present was County Commissioner Bud Larson

The meeting was called to order by President Lehman.

Minutes of October 2, 1961, meeting were read and approved.

Secretary reported that it was time to make our 1962 Budget.

Cecil Brim said that Earl Hutchison and Gene Mills were waiting outside and would like to meet with the Fair Board in regards to furnish the rodeo stock for our 1962 rodeo. They were called in. Earl Hutchison told of the partnership with Gene Mills. He stated that they would like to get their contracts completed as early as possible as most of the contracts are completed earlier than the Denver meeting. He said they had plenty of stock and would do us a good job and were very anxious to get our 1962 rodeo. He said he would not split stock with any other show. He suggested that a star such as Rex Allen, Ben Hur Chariot Horses or the Gunsmoke Trio would be good. After a general discussion Mr. Hutchison and Mr. Mills were excused.

The question of our 1962 rodeo was brought up and discussed and it was moved by Cecil Brim, seconded by Parley Harmon that we contract with Hutchison & Mills to put on our 1962 rodeo, providing the split or division of rodeo admissions can be worked out and providing that they can get a star and a good announcer. Clem McSpadden was recommended. Motion put and carried.

Buildings and repair work for 1962 were discussed. It was decided rather than to move the old horse barn we should consider building a new barn. Cecil Brim suggested that we build a barn out of cinder blocks. After some discussion as to the size of the barn, cost, etc, the president appointed a committee of Cecil Brim and Ben Mottern to work with Warren Barry on the plans and costs of a barn. It was decided to put a new top on the Swine barn and to seal the inside of the 4-H building and to start work on these buildings as soon as possible.

Other work such as repair calf chutes and bleachers was discussed.

It was also decided to contact Mack Gray's Well Drilling Co. in regard to drilling an irrigation well to be located in the southwest corner of the fair grounds, and if possible to start drilling so it could be completed before the first of the year.

The budget was then gone over item by item as suggested by the board. The board then approved the budget and authorized the Secretary to make the budget and submit it to the County Commissioners for their approval. A copy is hereby attached to these minutes.

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A fee of \$10.00 a month was suggested for stall rent for horses training here at the fair grounds.

Secretary reported that it was doubtful as to whether or not the Penny place could be leased for \$1500. The question of renting the school property was then brought up. It was moved by Cecil Brim, seconded by Warren Barry that we rent the school grounds for the fair week, if possible. Motion put and carried.

Announcement was made of the State Fair & Rodeo meeting to be held at the Rogerson Hotel in Twin Falls November 17 and 18.

#### BILLS & ACCOUNTS

|                                         |                |
|-----------------------------------------|----------------|
| 472. Federal Security Agency            | 526.31         |
| 473. Internal Revenue Service           | 548.40         |
| 474. State Income Tax Division          | 138.87         |
| 475. Filer Post Office                  | 12.00          |
| 476. North Side News                    | 14.63          |
| 477. Jasper Gas & Oil Co.               | 9.50           |
| 478. Runnings Office Supply Co.         | 15.90          |
| 479. Sheridan Building Supply           | 3.96           |
| 480. Times News, Adv.                   | 254.10         |
| 481. Factory Radio & TV Center          | 33.15          |
| 482. Klix Corp.                         | 150.00         |
| 483. Deans Repair Shop                  | 51.50          |
| 484. T. I. Parks                        | 102.60         |
| 485. Gem State Paper Co.                | 11.00          |
| 486. Filer Mutual Tel. Co.              | 32.10          |
| 487. Ben Mottern                        | 75.00          |
| 488. H. W. Lehman                       | 75.00          |
| 489. Parley Harmon                      | 75.00          |
| 490. Cecil Brim                         | 75.00          |
| 491. Walter Miller                      | 75.00          |
| 492. Warren Barry                       | 75.00          |
| 493. Joffre Jensen                      | 75.00          |
| 494. Sinclair Refining Co.              | 15.07          |
| 495. Dick Lancaster- hay & straw baling | 346.05         |
| 496. Idaho Power Co.                    | 713.13         |
| 497. T. I. Parks                        | 117.86         |
| 498. Fred Munyon                        | 20.00          |
| 499. Filer Hardware                     | 1.50           |
| 500. Filer Water Works                  | 31.80          |
| 501. Clos Book Store                    | 5.30           |
| 502. Filer Super Service                | 1.00           |
| 503. Jasper Gas & Oil Co.               | 17.90          |
| 504. Thomas Parks                       | 330.80         |
| 505. Marion Tanner                      | 12.09          |
| 506. Jack Givens, Judge                 | 75.00          |
|                                         | <u>4116.52</u> |

IT was moved by Parley 2nd by Warren Barry the bills be allowed. Motion Carried. Meeting adjourned. Respectfully submitted.

APPROVED:

*H. W. Lehman*  
President

*Thomas Parks*  
Thomas Parks, Sec'y-Mgr.

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JAN 25 1935

Department of Water Resources  
Southern Region

Minutes of Fair Board Meeting held March 5, 1962

Members Present: Warren Barry, Walter Miller, Parley Harmon,  
Henry Lehman, Ben Mottern and Thomas Parks

Members absent: Joffre Jensen and Cecil Brim

Also present was Lee Sharp representing the Magic Valley Western Horse Show sponsored by the Twin Falls Junior Riding Club.

Mr. Sharp met with the Fair Board in regards to using the barns and arena for the purpose of putting on a horse show July 6-7-& 8. There would be two night shows held July 6 and 7 and the afternoon show held on July 8. This would be practically the same as last year. He stated they would sell tickets in advance and also sell at the grandstand before each performance. He stated there would be no races and no part of the track needed to be worked except the arena and that they would clean the grandstand themselves. Last year they had 250 horses. A number of these horses are brought in and taken home after each show. After a general discussion it was moved by Parley Harmon, seconded by Henry Lehman that the Fair Board lease the grounds to the Magic Valley Western Horse Show or the Twin Falls Junior Riding Club, sponsor, the same as last year. Motion Carried.

Mr. Sharp was then excused and the meeting was called to order by President Barry. Minutes of the Fair Board meeting of February 5th were read and approved.

Old or unfinished business: Secretary reported that he had been to see about a rotary mower and was told that they did not have a rotary mower. Sometimes they keep a mower to lease out but the salesman said when these were once leased out they were generally sold and never came back. He quoted a price on a 6 ft. Economy 60 pin clutch at \$394.00 or a 60 rotary mower with guage wheel for \$488.00.(trip clutch)

Secretary reported that he had contacted Molly Moufberg in regard to attending our meeting and Molly stated he would be unable to attend the meeting on Monday night. It was suggested that we have a committee meet with Molly.

The question of naming a bank as depository for our 1962 funds was brought up. It was moved by Henry Lehman, seconded by Parley Harmon that the Fair Board designate the Fidelity National Bank of Filer as a depository for fair funds for the fiscal year of 1962. Motion put and carried.

Securities for deposit were then read by Secretary. These securities amounted to \$73,000.00. It was moved by Ben Mottern, seconded by Henry Lehman that the Board approve the securities for deposit as listed. Motion carried.

Secretary reported drilling and testing of the well. The well was drilled 320 feet deep and we were charged for 317 feet. A good flow of water was struck. The water raised within 45 feet of the top. It was tested by Layne & Bowler. They pumped four hours without lowering the well. Their estimate was between 50 and 60 inches.

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JAN 25 1965

Department of Water Resources  
Southern Region

Secretary reported that he had received a bid from the Electric Pump Company for a pump and motor large enough to pump water through a pi system over the fair grounds for \$2830.00. Layne & Bowler recommended the pump be put 70 ft. or 25 ft. under the water with a columedown 140 ft. with 10 ft. of screen which would operate with a 10 horse motor and if a sprinkling irrigation was used that a booster pump be put on. Their bid on this pump was \$1941.68. The Electric Pump Co. bid on the same specifications with a 5-year guarantee was \$1960.00. The Electric Pump Co. recommended that we put in a stainless steel shaft which would be water lubricated instead of oil. This would cost approximately \$150.00 more but in their opinion would last much longer. Secretary suggested that a committee be appointed to look over and purchase a pump. It was moved by Parley Harmon, seconded by Walter Miller that the committee be empowered to purchase a well pump. Motion put and carried. President Barry appointed Henry Lehman, Ben Mottern and Thomas Parks as the pump committee

President Barry said to eliminate all of the board trying to decide what was best, he felt things would work more efficiently and effectively if the fair grounds was broken down in areas of responsibility so he made the following Board assignments:

Parley Harmon --

Dairy Barn, Beef Barn, Swine, Sheep, Dogs and Rabbits

Walter Miller--

Pony Barn, Horse Barns, New Horse Barn, Merchants Bldg. # 2 & Poultry

Joffre Jensen--

Merchants Bldg. # 1, 4-M Bldg., Art Bldg. and Historical Bld

Henry Lehman--

Produce Bldg. Women's Bldg. Juvenile Bldg. & Antique Bldg.

Cecil Brim--

Grandstand, Race Track, Race Horse Barns, Chutes & Corrals

Ben Mottern--

Concession Area, Midway, Grounds and Parking

Tom Parks--

Secretary-Manager of all grounds and buildings, coordinator and supervisor of all undertakings including construction and remodeling.

Secretary reported that he and Walter Miller had decided to remodel the pony barn taking out part of the small stalls and making 6x10 stalls. This would make 26 more stalls for larger horses.

Secretary asked Board about topping some of the trees around the house and old office also up the drive lane. The price quoted on topping these trees was \$12.00 each around the house and \$8.00 for those in the lane. It was moved by Ben Mottern, 2nd by Parley Harmon that the Board approve the topping of these trees. Motion carried.

Secretary reported rodeo purse money. After checking the rule book and calling the RCA office in Denver, it was found that no one event could be greater than 50% of the lower events. If final bronc riding or a short go-round was added for \$250.00 the day or go-round money would be no greater than \$1100 plus entry fee. This would be \$1000 less than Lewis ton. In order to increase this the purse in all events would have to be increased. It was agreeable to leave all events \$900 except Saddle Bronc riding which would be \$1100.00 with a short go-round held the last night for \$250.00.

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JAN 25 1962

Department of Water Resources  
Southern Region

It was reported the white-face Bull sale will be held March 17.

Last report on Penny place was that Mrs. Penny was still waiting for the Board to make her a better offer on renting the place. She stated that \$1500.00 was not even \$100.00 an acre. The secretary suggested that we give her \$1550.00 which would be \$100.00 per acre. It was moved by Ben Mottern that we amend the previous motion and add \$50.00 which would make a total of \$1550 or \$100.00 per acre and if this was refused, secretary to start tearing down the fence and we would not rent it. Motion seconded by Henry Lehman. Carried.

Twin Falls Paint & Glass Co. asked for some of the fair grounds business in 1962. This was somewhat discussed. Secretary was instructed to get prices and give them some business if comparative.

It was moved by Ben Mottern, 2nd by Parley Harmon that the Secretary write a letter of appreciation to Henry Lehman for the work he has done while acting as president of the fair board. Motion carried.

**BILLS AND ACCOUNTS:**

|     |                                  |
|-----|----------------------------------|
| No. |                                  |
| 17. | T. I. Parks-labor \$28.58        |
| 18. | Fred Molloway-Labor 15.50        |
| 19. | Filer Mutual Telephone Co. 14.36 |
| 20. | Jasper Gas & Oil Co. 20.28       |
| 21. | T. I. Parks 31.00                |
| 22. | Fred Molloway 17.44              |
| 23. | Idaho Power Company 53.65        |
| 24. | Filer Water Works 19.80          |
| 25. | Clos Book Store 7.53             |
| 26. | Filer Hardware 11.95             |
| 27. | Joe Taylor Service 2.70          |
| 28. | Thomas Parks 330.28              |
| 29. | Volco Builders Supply 272.37     |
| 30. | Gray Drilling Company 974.00     |
| 31. | Krengels Inc. 43.45              |
| 32. | Bestway Building Center 1.64     |
| 33. | John Barker Agency 50.00         |
|     | <u>\$ 1894.53</u>                |

It was moved by Ben Mottern, seconded by Henry Lehman that the bills be allowed. Motion carried.

It was moved by Ben Mottern, seconded by Parley Harmon that the meeting adjourn. Motion carried.

Respectfully submitted

APPROVED:

Warren Berry  
President

Thomas Parks  
Thomas Parks, Sec'y-Mgr.

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Department of Water Resources  
Southern Region

Minutes of Fair Board Meeting held April 2, 1962

Members present: Warren Barry, Walter Miller, Henry Lehman, Parley Harmon, Joffre Jensen & Thomas Parks.

Members absent: Ben Mottern and Cecil Brim.

The meeting was called to order by President Barry.

Minutes of March 5th were read and approved.

Under old business, Secretary read audit and gave a comparison with the previous years.

The lease of the Penny place was brought up and discussed. Secretary reported that after tearing the fence down along the highway and part of the south side, Mrs. Penny had called him and said they would be willing to re-consider and rent it to the Fair Board for five years. After some discussion as to whether or not we should rent the place, it was finally decided and a motion was made by Parley Harmon that the secretary be empowered to make a deal with Mrs. Penny for a new rental contract for a term of five years. Motion was seconded by Joffre Jensen. Motion put and carried.

Report of the pump committee--Henry Lehman, Ben Mottern & Thomas Parks. It was reported by Henry Lehman that we visited the Electric Pump Company and the Layne & Bowler Company. The pump seemed to be on an equal par as to pump and price but Layne & Bowler had tested the well and the price for testing, if a new pump was not purchased from them, would be \$250.00. This price was shaved down where a saving of \$217.00 would be made by purchasing the pump from Layne & Bowler. This committee recommended to the Fair Board that the pump be purchased from Layne & Bowler. After some discussion, it was moved by Joffre Jensen, seconded by Walter Miller that the Board approve the recommendation of the committee and instruct the secretary to purchase a pump from Layne & Bowler. Motion carried.

As it was agreed to rent the Penny place, it was decided not to top the trees in the south side of the grove until fall.

Swine barn was discussed. Secretary reported that the swine exhibitors would like to have a walkway or driveway next to the wall back of the pens with the front built solid. This would reduce the size of the pens to 7x8 ft. There would be 99 pens built in the driveway as in the past. This would eliminate 32 small pens. It was decided to build the pens this way and to not have any pens in the driveway and if additional pens were needed to build on the back of the swine barn 24 to 30 feet.

Rodeo contract was read and approved by the Fair Board. The president and secretary were authorized to sign the contract.

Work of remodeling the pony barn and ~~shingling~~ the swine barn is being done.

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Secretary reported thrill show at the fair Grounds on June 15. Afternoon thrill show for the fair was discussed.

Discussion was had on horse sales and all other sales and it was decided that a charge of 1/2 of 1% should be charged as in the past.

Bills & Accounts

|                                |               |
|--------------------------------|---------------|
| 34. Huds Blacksmith Shop       | \$7.50        |
| 35. Fred Holloway              | 46.67         |
| 36. T. I. Parks                | 61.01         |
| 37. Filer Mutual Telephone Co. | 15.06         |
| 38. J. W. Elliott              | 150.00        |
| 39. Sinclair Refining Co.      | 13.43         |
| 40. T. I. Parks                | 98.13         |
| 41. Fred Holloway              | 86.24         |
| 42. Thomas Parks               | 330.28        |
| 43. Filer Water Works          | 29.80         |
| 44. Filer Appliance            | 60.24         |
| 45. Idaho Power Company        | 65.15         |
| 46. Filer Hardware             | 33.30         |
| 47. Volco Builders Supply      | <u>132.22</u> |

1129.03

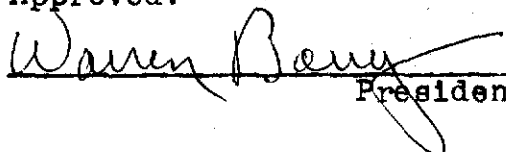
It was moved by Parley Harmon, seconded by Henry Lehman that the bills be allowed. Motion carried.

There being no further business, the meeting adjourned

Respectfully submitted,

  
Thomas Parks

Approved:

  
President

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JAN 25 1995

Department of Water Resources  
Southern Region

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MINUTES OF FAIR BOARD MEETING HELD MAY 7, 1962

Members Present: Warren Barry, Parley Harmon, Henry Lehman, Ben Mottern  
Cecil Brim & Thomas Parks

Members Absent: Joffre Jensen & Walter Miller

Also present were D. A. McGuire & Clarence Peterson representing the Quarter Horse Show & Sale to be held at the Fair Grounds May 26-27. They asked for more lights to be put up, extra stable room for horses, etc. These requests were approved by the Fair Board.

The meeting was called to order by President Barry.

Minutes of April 2nd meeting were read and approved.

Secretary reported that the lease on the Penny Place had been completed and signed by the County Commissioners, also the roof on the swine barn was about half shingled and that the stalls in the west side of the pony barn were about done. The question of finishing the floor and roof of swine judging ring was brought up and it was decided to finish this project.

Secretary reported that the deep well pump would be installed Wednesday of this week and that we would start on the roof of the new barn about Thursday, May 10. He also reported that the wind had blown down two big trees and had blowed some of the metal roof off of the livestock barn.

It was brought up that it would soon be time to start on Prem. Book.

1. Superintendents
2. Shall we have pony classes?
3. Any changes or suggestions
4. Afternoon program
5. Should we charge entry fee for horses?

Henry Lehman was asked to act as Superintendent of Produce and Walter Miller was named Superintendent of Horses, each to have the power to select an assistant or what help was needed.

Secretary reported pump deal with Idaho Power--to pay \$397.00 now and \$150.00 per year for 10 years, or a straight charge of \$250.00 per year for 10 years. The first was approved.

Afternoon program was discussed. Horse races were suggested. It was moved by Ben Mottern that we have horse races the two center days, Thursday, Sept. 6 and Friday, Sept. 7. This was seconded by Parley Harmon. Motion put and carried.

It was decided not to charge entry fees on show horses.

It was decided to contact pony exhibitors as to whether we should have show classes or just have ponies on exhibit.

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Department of Water Resources  
Southern Region

Minutes--May 7, 1962  
page 2

Secretary reported that he had talked to Pete Siebrand and that Pete would be up here in June and discuss carnival contract. The question of moving carnival trailers & trucks over on the Penny Place was discussed. It was moved by Cecil Brim, seconded by Henry Lehman that the Board approve the putting of power & water over on the Penny place for trailer houses if a deal could be made with Siebrand. Motion carried. The qu

The question of a Rotary mower and a tractor mower was discusse It was moved by Cecil Brim, seconded by Henry Lehman that the Secretary be authorized to get bids and purchase mowers. Motion carried.

BILLS & ACCOUNTS:

|                                     |               |
|-------------------------------------|---------------|
| 48. McVeys                          | 4.87          |
| 49. Federal Security Agency         | 109.03        |
| 50. Internal Revenue Service        | 223.00        |
| 51. State Income Tax Division       | 33.47         |
| 52. Bestway Building Center         | 27.42         |
| 53. Jasper Gas & Oil Co.            | 9.45          |
| 54. Fred A. Spieler                 | 4.84          |
| 55. Twin Falls Canal Company        | 80.00         |
| 56. T. I. Parks                     | 102.45        |
| 57. Fred Holloway                   | 84.25         |
| 58. Lloyd Kenneth Leedom            | 82.34         |
| 59. Chester C. Brumet               | 107.77        |
| 60. Otis R. Kendrick                | 45.47         |
| 61. Sinclair Refining Co.           | 13.70         |
| 62. T & W Excavating Co.            | 89.88         |
| 63. Gene Baxter                     | 17.70         |
| 64. Charley E. Nelson               | 38.75         |
| 65. Idaho Power Company             | 397.00        |
| 66. Filer Mutual Telephone Co.      | 16.01         |
| 67. Chester Brumet                  | 53.28         |
| 68. Otis R. Kendrick                | 37.97         |
| 69. E. W. Connerly                  | 3.60          |
| 70. T. I. Parks                     | 102.45        |
| 71. Chester C. Brumet               | 48.44         |
| 72. Chester J. Ambrose              | 82.34         |
| 73. Charley E. Nelson               | 108.20        |
| 74. Oscar O. Rice                   | 31.61         |
| 75. Thomas Parks                    | 330.27        |
| 76. Volco Builders Supply           | 1978.76       |
| 77. Filer Water Works               | 30.80         |
| 78. Idaho Power Company             | 74.65         |
| 79. Idaho State Fair & Rodeo Ass'n. | 35.00         |
| 80. Dean Motor Co.                  | 6.50          |
| 81. Filer Post Office               | 9.50          |
| 82. Joe Taylor Service              | 14.39         |
| 83. Sinclair Refining Co.           | 18.91         |
| 84. Filer Appliances                | 3.80          |
| 85. Filer Hardware                  | 35.58         |
| 86. Fidelity National Bank          | 130.20        |
| 87. Bestway Building Center         | 37.07         |
| 88. Sumner Sand & Gravel            | 276.57        |
| 89. Huds Blacksmith Shop            | 3.08          |
|                                     | <hr/> 4940.37 |

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Southern Region

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Minutes--May 7, 1962  
page 3.

It was moved by Cecil Brim, seconded by Parley Harmon  
that the bills be allowed. Motion carried.

Respectfully submitted.

Thomas Parks  
Thomas Parks, Sec'y-Mgr.

APPROVED:

Warren Berry  
President

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JAN 25 1966

Department of Water Resources  
Southern Region

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DEC 1 1996



Governor PHILIP E. BATT

R. KEITH HIGGINSON  
Director

January 10, 1995

A47-13959

TWIN FALLS COUNTY FAIR GROUNDS

P.O. BOX 257

FILER

ID 83328

RE: Evidence of Priority

\*\*\*\*\*  
\* RESPONSE DEADLINE \*  
\* MARCH 15, 1995 \*  
\*\*\*\*\*

Dear Claimant:

The Notice of Claim identified with the number shown above your name on the mailing label has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates your water usage is based on "Beneficial Use" or a "Statutory Claim". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed. The date of first use, known as the priority date, has not been confirmed by a License, Decree or Permit. The Department will, at a later date, conduct reviews &/or field exams for the claims in your area. Since the priority date of a beneficial use water right can not be confirmed by field examination, **proof must be provided by the claimant supporting the priority date claimed.**

If you no longer own the property to which the claim is appurtenant please forward this correspondence to the present owner, or return it to the department. If you have received this correspondence from the previous owner of the property it is recommended that you file a Change of Ownership form with the Department in order to receive future mailings and to continue to be a party in the adjudication.

Please find enclosed a computer printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement.

**SPECIAL NOTE:** The Department will not recommend the Notice be decreed by the court as claimed if no evidence of a priority date is submitted. It will be to your advantage to provide clear and convincing evidence. If you choose to submit statements from individuals as evidence, the statement must be in the form of a

January 10, 1995  
page 2

notarized affidavit.

Please submit the required evidence supporting the priority date by March 15, 1995, referencing all documents with the corresponding Notice number. If you have any questions not covered by this letter or the enclosed pamphlet, please contact this office.

Sincerely,

Douglas Jones, P.E.  
Water Rights Supervisor

Enc.

MICROFILMED

DEC 1 1996

Log for claim 47-13959

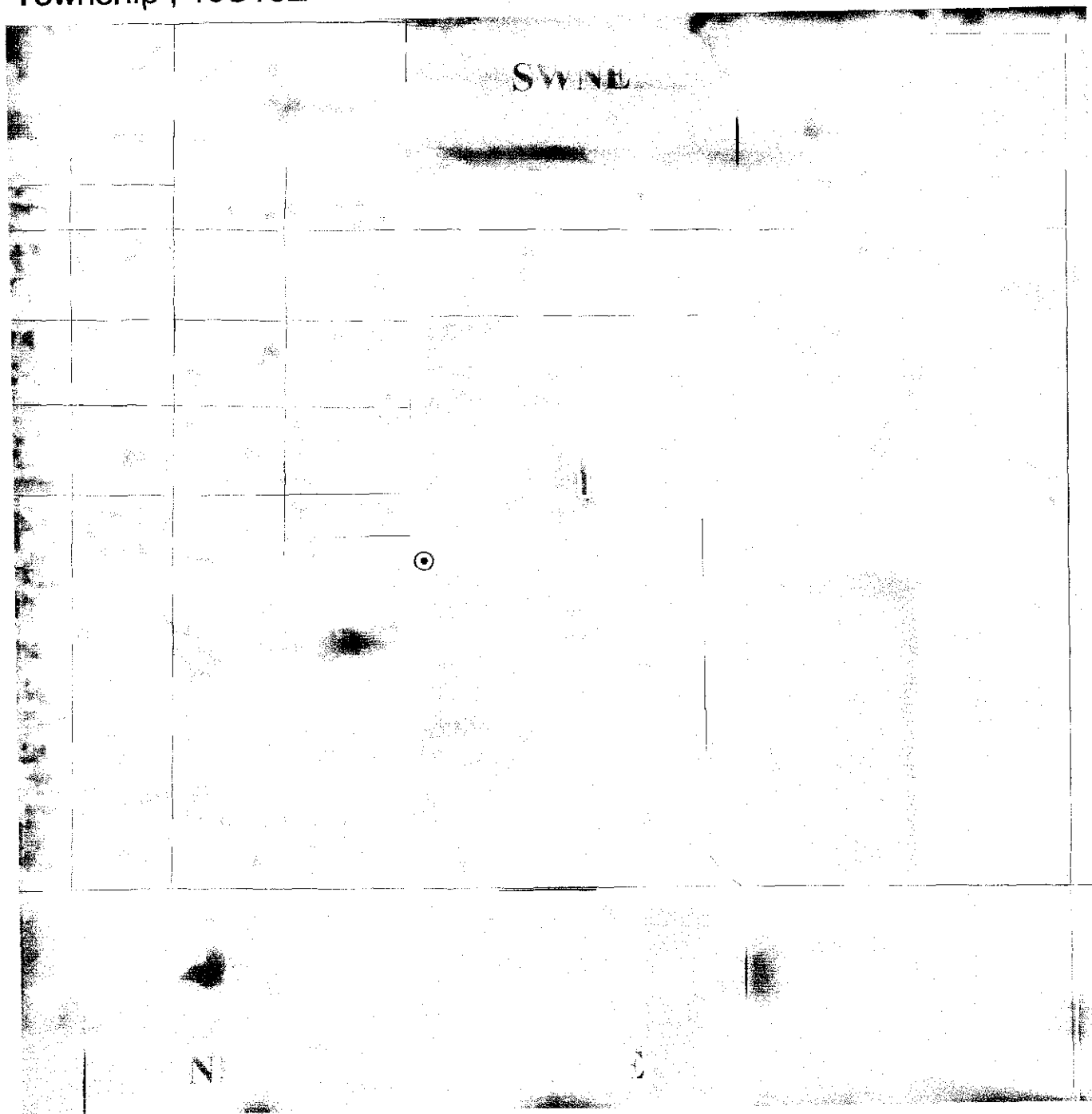
Spatial Dynamics LTD

2/7/01

| TR      | SEC | QQ   | Acres<br>Claimed | Acres<br>Found | COMMENT |
|---------|-----|------|------------------|----------------|---------|
| 10s16e  | 8   | NWSE | 35               | 23             |         |
| 10s16e  | 8   | SWSE | 35               | 32             |         |
| Totals: |     |      | 70               | 55             |         |

Water Right Claim Number 47-13959  
Township , 10S16E

02/07/2001



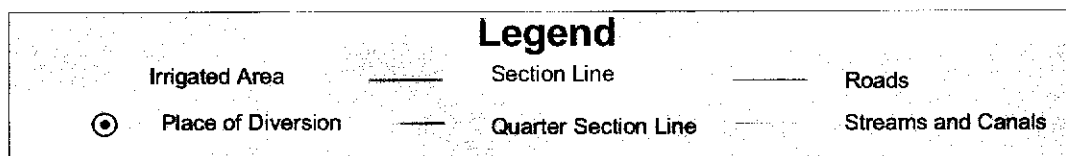
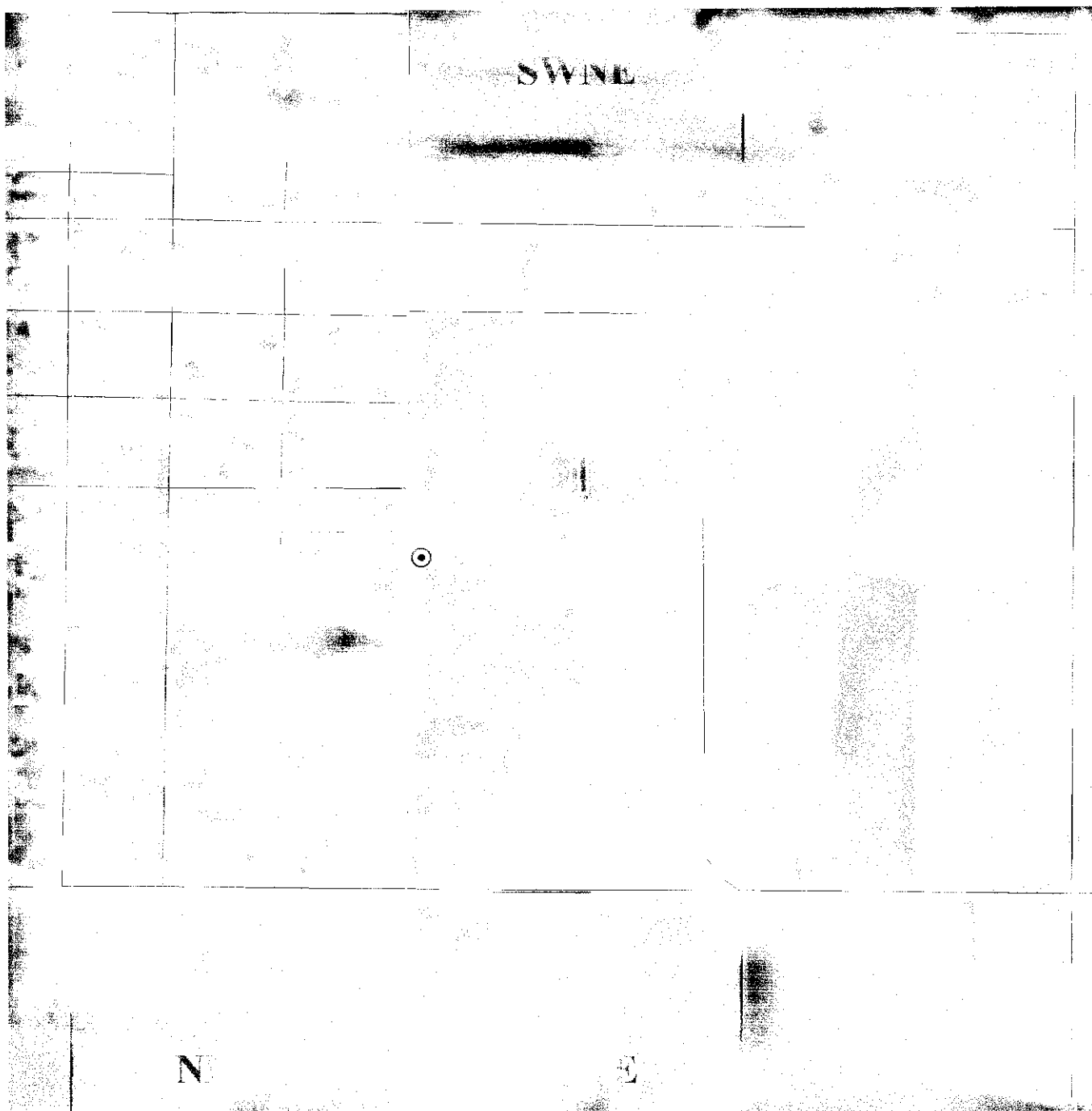
| Legend             |                      |                    |   |
|--------------------|----------------------|--------------------|---|
| Irrigated Area     | Section Line         | Roads              | N |
| Place of Diversion | Quarter Section Line | Streams and Canals |   |

400 0 400 800 Feet

SPATIAL  
DYNAMICS

Water Right Claim Number 47-13959  
Township , 10S16E

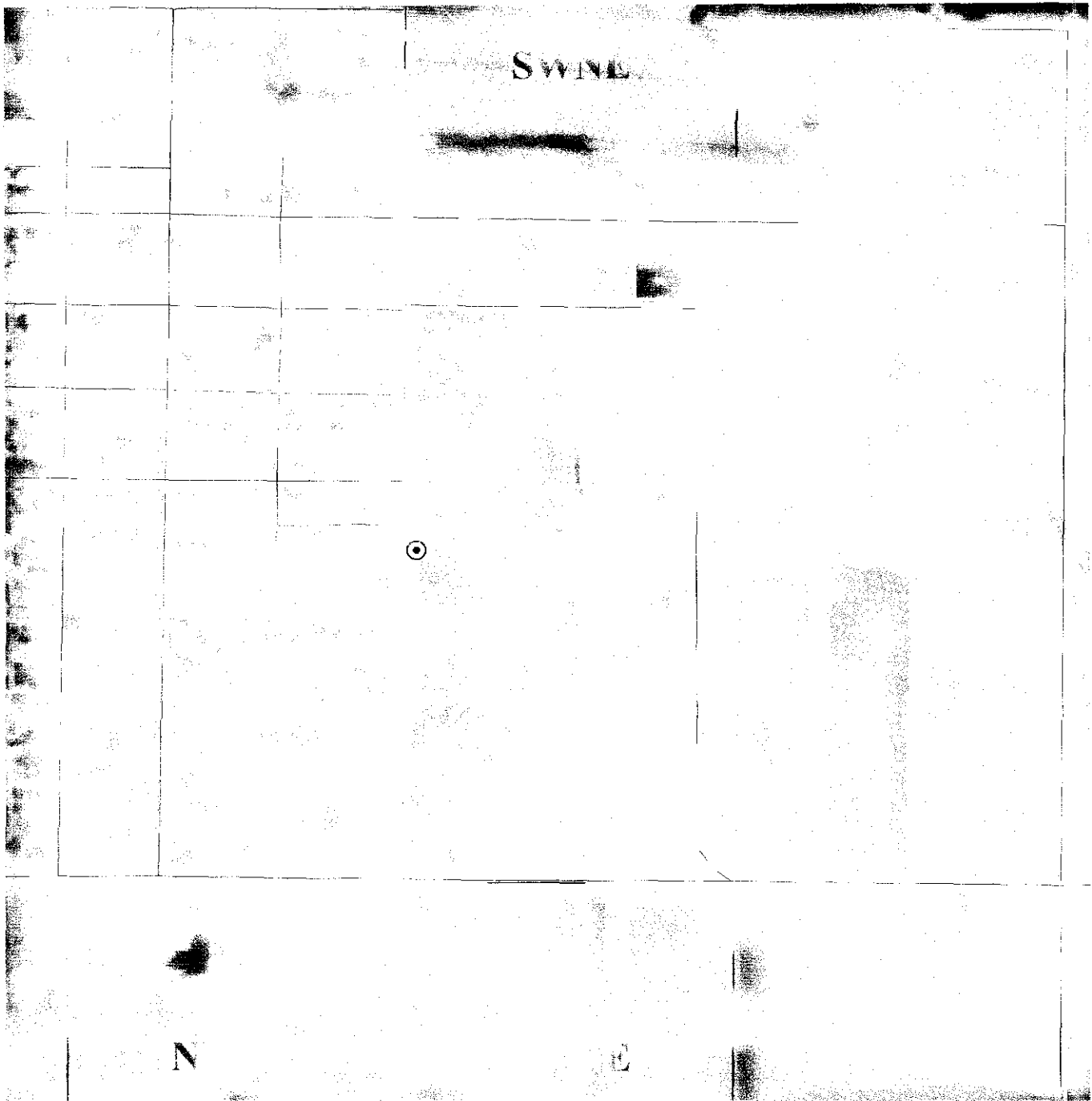
02/07/2001



SPATIAL  
DYNAMICS

Water Right Claim Number 47-13959  
Township , 10S16E

02/07/2001



| Legend             |                      |                    |  |
|--------------------|----------------------|--------------------|--|
| Irrigated Area     | Section Line         | Roads              |  |
| Place of Diversion | Quarter Section Line | Streams and Canals |  |

400 0 400 800 Feet



SPATIAL  
DYNAMICS

DATE: 12/06/00  
PAGE: 321

Stage: BENEFICIAL USE

Audit: 01/04/89 CARLSON 03/30/95 POST-STD