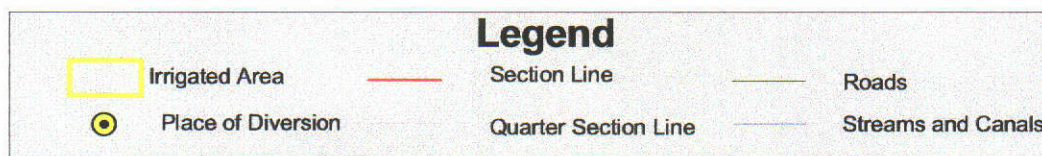
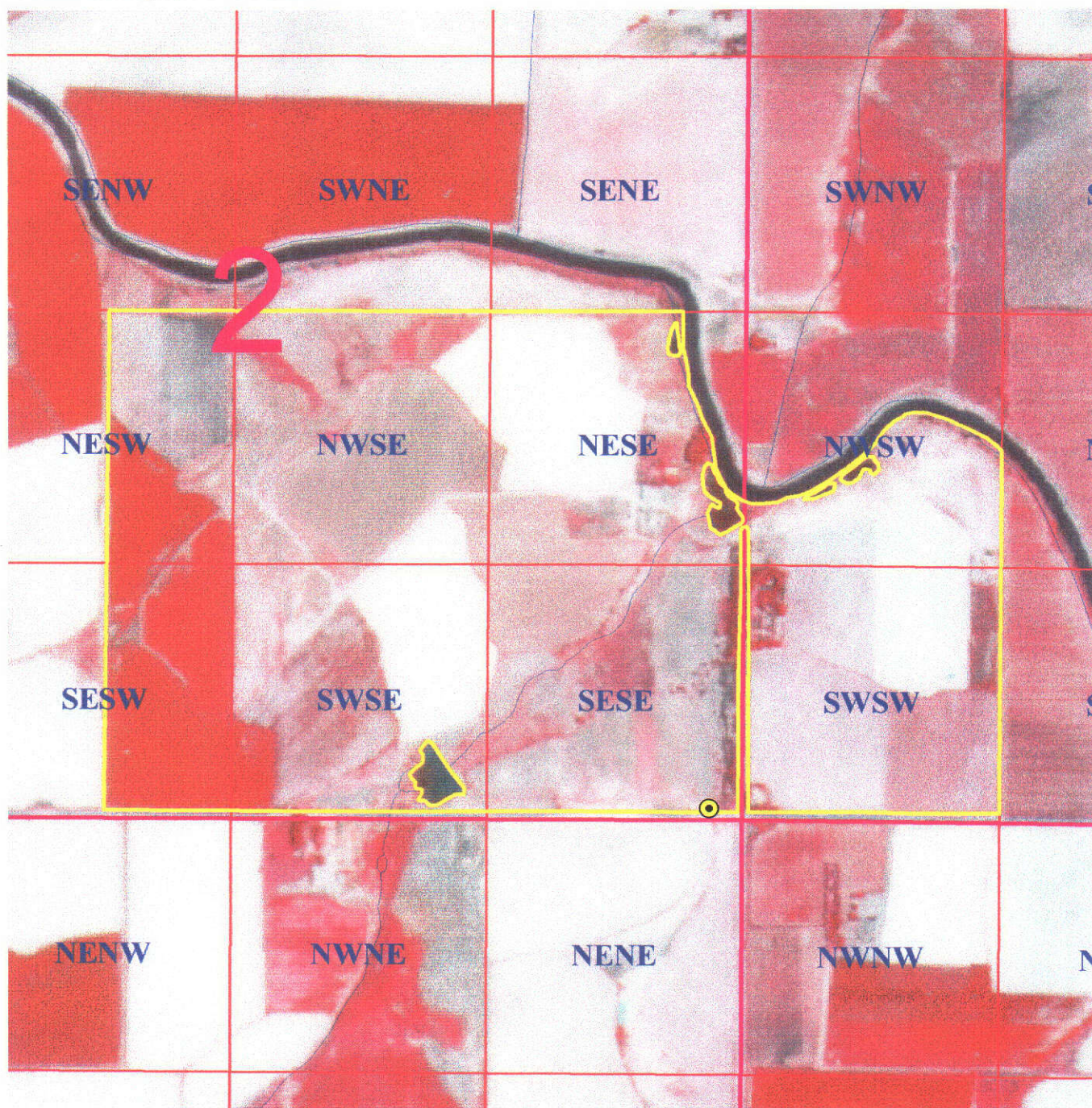


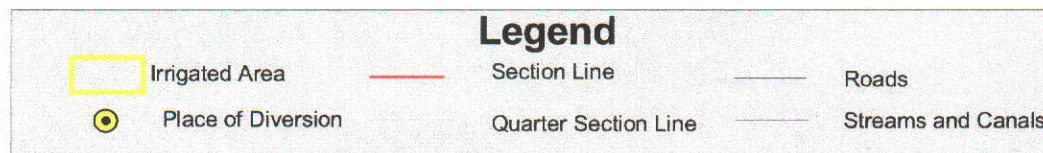
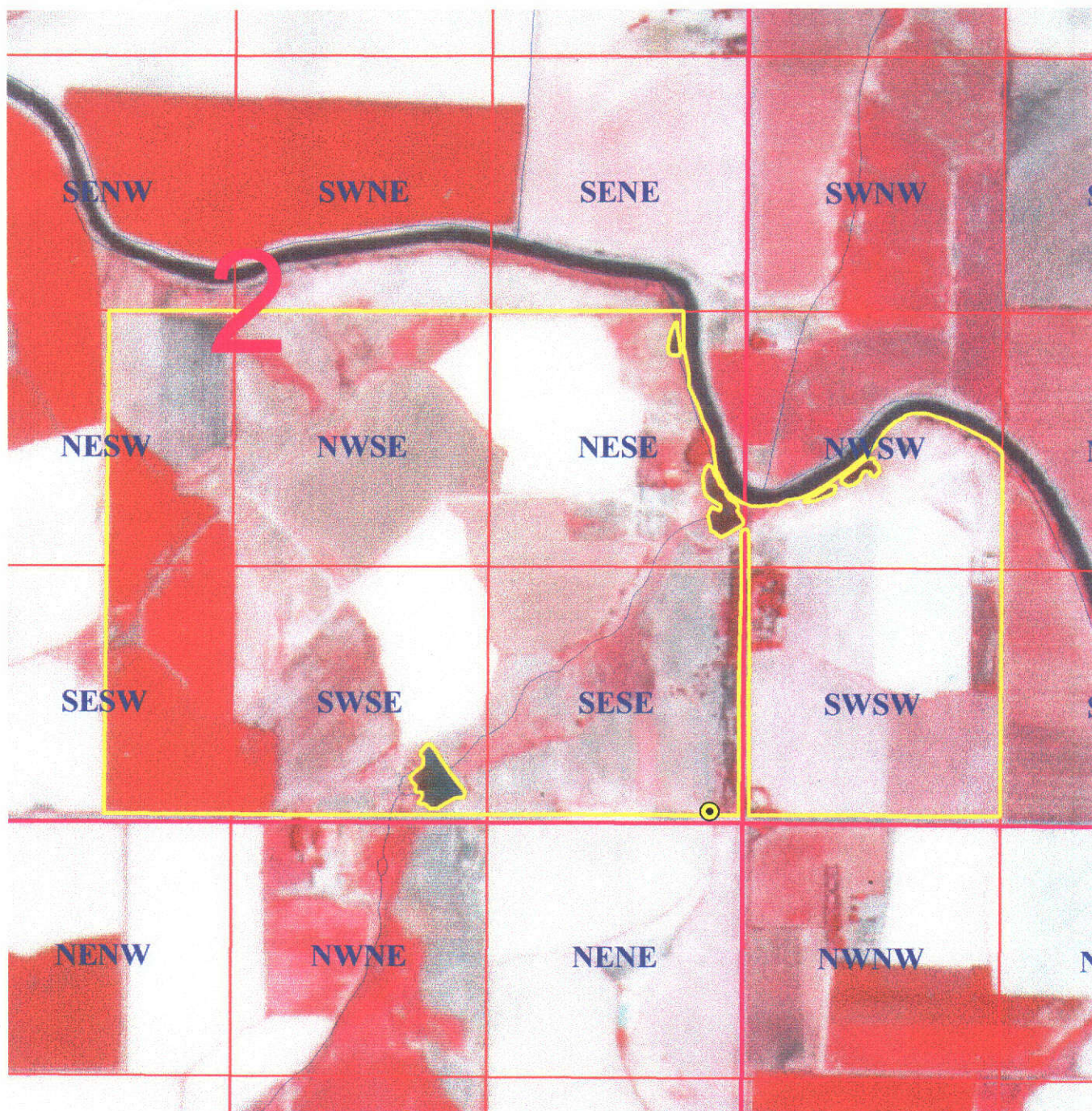
Water Right Claim Number 47-02282
Township , 11S16E

01/11/2001



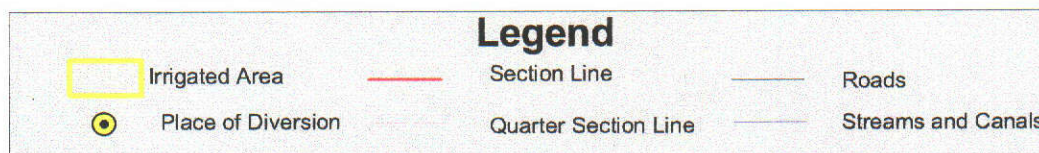
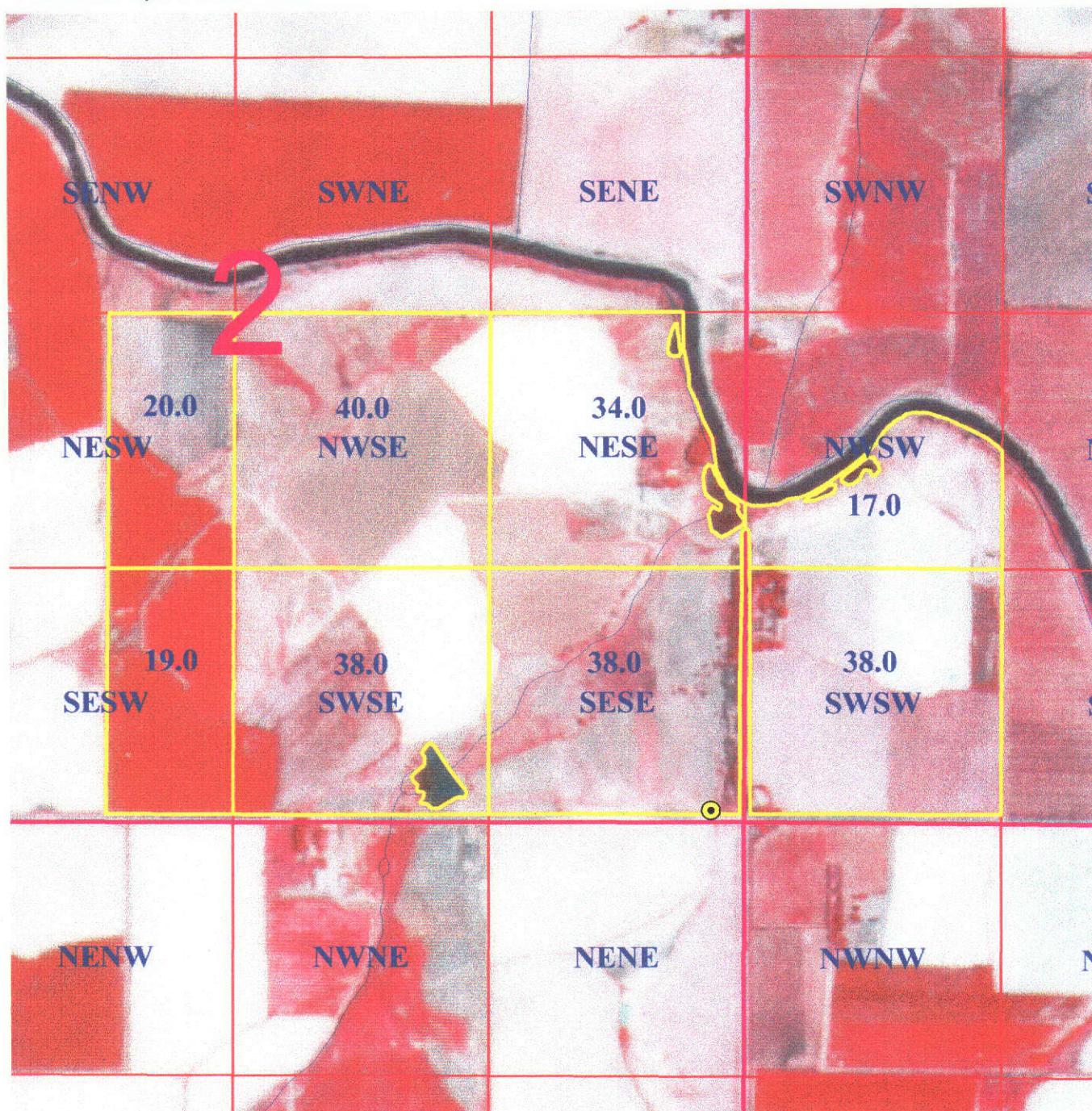
Water Right Claim Number 47-02282
Township , 11S16E

01/11/2001



Water Right Claim Number 47-02282
Township , 11S16E

01/11/2001



500 0 500 1000 Feet



SPATIAL
DYNAMICS

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: A47-02282
Date Received: 11/18/1988
Receipt No: S003925
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: PICKETT & SONS 208-536-2906
Address: 2958 S. 1800 E.
WENDELL, ID 83355

2. Date of Priority: NOV 22, 1954

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
11S	16E	2	SE	SE	SE		TWIN FALLS

5. Description of diverting works:
WELL & PUMP DELIVERING TO PIPELINES & DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.320		

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

8. Total consumptive use is 657.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
11S	16E	1	NW	SW		IRR	10.0
			SW	SW		IRR	38.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	48.0
		2	NE	SW	IRR	20.0
			SE	SW	IRR	10.0
			NE	SE	IRR	30.0
			NW	SE	IRR	37.0
			SW	SE	IRR	35.0
			SE	SE	IRR	39.0
					Section Acres	171.0
					Total Acres	219.0

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:

SHARES IN SALMON RIVER CANAL CO. & CLAIM FOR WASTE WATER.

14. Remarks:

OWNERSHIP CHANGE 5/3/90 ADM

PICKETT & SONS, A PARTNERSHIP COMPOSED OF:

WALLACE W. PICKETT AND PEGGY L. PICKETT, HUSBAND AND WIFE,

EDWARD C. PICKETT, A SINGLE MAN, AND BILLI JO PICKETT, A SINGLE WOMAN.

15. Basis of Claim: LICENSE

Water Right Number: 25288

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): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____
My Commission Expires _____

RECEIVED

MAY 2 1990

Department of Water Resources
Southern Region Office

CHANGE IN OWNERSHIP

Page 1

This form is solely for purposes of notifying IDWR of a change in ownership of an adjudication claim.

☒ Water Right Number(s): A47-11668, A⁴⁷11664, A47-07844, A47-02282,
A47-11665

☒ Name and Address of Former Claimant(s): L & N Cattle Co., Inc.

Rt. 2 Box 5362

Twin Falls, Idaho 83301

☒ New Claimant(s): Pickett and Sons, a Partnership composed of
Wallace W. Pickett and Peggy L. Pickett, husband and
wife, Edward C. Pickett, a single man, and
Billi Jo Pickett, a single woman

☒ New Mailing Address: _____

2456 S. 1800 E

Wendell, Id 83455

New Telephone Number: (208) 530-2906

☒ Does the change in ownership result in a splitting of the water right claimed? yes X no
If yes, then describe the portion of the water right that is now claimed by the new owner:

☒ Attach proof of ownership
Describe proof attached: Real Estate Contract
(Proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former claimant.)

☒ Signature of New Claimant(s): Billi Jo Pickett
Edward C. Pickett
Peggy L. Pickett
Wallace W. Pickett

Date: April 19, 1990

MICROFILMED

MAR 11 1993

CHANGE IN OWNERSHIP

Page 2

[X] Signature of Former Claimant(s):

Norman Schnitzer
Norman Schnitzer

Date:

4-19-90

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date:

5/3/90

By:

AD

Further Action Needed:

Further Action Taken

Date:

By:

Final Review and Data-Entry

Date:

5/3/90

By:

AD

Claim Numbers of Split, if any:

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MAR 11 1993

REAL ESTATE CONTRACT

THIS AGREEMENT made and entered into this 19th day of April, 1990, by and between L & N LAND & CATTLE COMPANY, INC., an Idaho Corporation, hereinafter referred to as "Seller", and PICKETT & SONS, a partnership composed of WALLACE W. PICKETT and PEGGY L. PICKETT, husband and wife, EDWARD C. PICKETT, a single man, and BILLI JO PICKETT, a single woman, whose address is 2958 South 1800 East, Wendell, Idaho 83355, hereinafter referred to as "Buyer",

WITNESSETH:

1. Real Property. That for and in consideration of the mutual promises and covenants herein contained, the Seller hereby agrees to sell and convey by good and sufficient Warranty Deed and the Buyer hereby agrees to purchase of and from the Seller, according to the terms and conditions hereinafter set forth, certain Real Property and improvements thereon situated in Twin Falls County, Idaho, described more particularly as follows, to wit:

PARCEL 1: Township 16 S, R 18, East of the Boise Meridian, Twin Falls County, Idaho.

Section 4: NE 1/4 NE 1/4; W 1/2 NE 1/4;
E 1/2 NW 1/4; SW 1/4 SW 1/4; E 1/2 SW 1/4;

PARCEL 2: Township 16 S, R 18, East of the Boise Meridian, Twin Falls County, Idaho.

Section 9: E 1/2

PARCEL 3: Township 11 S, R 16 East of the Boise Meridian, Twin Falls County, Idaho

Section 2: East 1/2 E 1/2 SW 1/4; SE 1/4, EXCEPT, that portion of NE 1/4 SE 1/4 lying North and East of the Highline Canal of the Twin Falls Canal Company.

PARCEL 4: Township 11 S, R 16 East of the Boise Meridian, Twin Falls County, Idaho

Section 1: SW 1/4 SW 1/4; that part of NW 1/4 SW 1/4 lying South of, and above, the Highline Canal of the Twin Falls Canal Company.

MICROFILMED

MAR 11 1993

2. Price and Payments. The agreed upon purchase price of the property herein sold is \$284,000, which the Buyer hereby agrees to pay to the Seller as follows:

(a) \$99,400 cash down payment to be paid at closing, which amount shall include \$10,000 of earnest money heretofore deposited with the Seller's real estate broker, Alpine Realty, Twin Falls, Idaho.

(b) The remaining principal balance of \$184,600 together with interest thereon at the rate of 10% per annum accruing from and after the date of closing, shall be paid as follows:

(1) On the first anniversary date of the closing of the transaction herein contemplated, and on the thirteen succeeding anniversary dates thereafter, to and including the anniversary date in the year 2004, the Buyer shall pay to the Seller annual installments of \$24,270.06 each.

(2) On the fifteenth anniversary date of the closing of the transaction herein contemplated, in the year 2005, all outstanding balances of principal and interest shall be paid in full.

(c) The terms and conditions contained immediately hereinabove with respect to payment of the deferred principal balance of the purchase price shall be evidenced by a Promissory Note made payable by the Buyer to the Seller in the form attached hereto as Exhibit "A", and by this reference incorporated herein, which Note shall be secured by a Mortgage in the form attached hereto as Exhibit "B", and by this reference incorporated herein as though set forth in full.

(d) All payment received pursuant to the terms and conditions of this Agreement and the Promissory Note referred to above shall be applied first to accrued interest, and then to the unpaid principal balance.

3. Prepayment Privilege. Buyer shall have the privilege of prepaying without penalty, any or all sums due hereunder, in such amounts and at such times as the Buyer may desire.

4. Representations. Seller makes no representations as to the number of tillable acres herein sold to the Buyer, the absence of rocks or noxious weeds on the premises.

MICROFILMED

MAR 11 1993

quality, the availability of irrigation water, or the condition of improvements situated on the property. The Buyer has inspected the property described above and knows the condition thereof, and is purchasing upon its own judgment and not by reason of anything said or done by the Seller or its agents or realtors.

5. Water Rights. All water rights appurtenant to the above described Real Property are included in this sale and shall be deemed transferred and conveyed with title to the above described Real Property. The Seller agrees to execute any and all further documents or instruments required to transfer said water to the Buyer, including, but not limited to, the endorsement of shares of stock in the Salmon River Canal Company and any documents required by the Idaho Department of Water Resources for the transfer of any water rights appurtenant to or used on the subject Real Property.

6. Irrigation Equipment. The sale herein contemplated also includes all irrigation equipment now situated on the subject Real Property and customarily used in connection with the irrigation of said Real Property, all of which shall be deemed transferred and conveyed to the Buyer with title to the above described Real Property.

7. Grazing Rights. The sale herein also includes all of the Seller's right, title and interest in and to any and all grazing rights, permits or leases with the United States Forest Service and/or the United States Bureau of Land Management for which the subject Real Property serves as "base property". Such rights include, but are not necessarily limited to, the following:

(a) Forest Service. A term grazing permit which allows the grazing of 28 head of cattle upon the Sawtooth National Forest.

(b) Bureau of Land Management:

- 1) Salmon tract (gravel pit) 31 AUMS (cattle)
- 2) Salmon tract (gravel pit) 37 AUMS (cattle)
- 3) Salmon tract (gravel pit) 17 AUMS (cattle)
- 4) Magic Common Allotment 360 AUMS (cattle)

(c) State of Idaho. State Lease No. G-7446-2-6 for 36 AUMS (cattle).

Buyer acknowledges and agrees that said grazing rights and permits are subject to a prior security interest of Avery Kirkham and Mary Kirkham, husband and wife, to secure the indebtedness referred to in paragraph 10(c) hereinafter.

MICROFILMED

MAR 11 1953

Seller shall execute such other and further documents as may be necessary to transfer its interest in said grazing rights and permits to the Buyer.

8. Taxes and Assessments. The Seller and the Buyer agree to prorate all 1990 Real and Personal Property taxes and assessments as of the date of closing, and the Buyer agrees to pay when due and not permit to become delinquent, any and all taxes and assessments lawfully imposed as a charge upon the premises or personal property herein conveyed, from and after the date of closing.

9. Possession. The Buyer shall be entitled to quiet possession of the premises from and after the date of closing and for so long thereafter as they duly perform all the duties, obligations and agreements herein imposed upon them.

10. Title. Seller warrants that it has good and marketable title to the property described hereinabove subject only to taxes, assessments, reservations and easements which are of record or are apparent, and the following:

(a) A life estate held by Willa H. Ross and Hattie M. Lenzie in the following described portion of Parcel 4 of the subject Real Property, granted for the life of last survivor of said life tenants:

A parcel of land being described as the South 209 feet of the West 209 feet of SW1/4 SW1/4, Section 1, Township 11 South, Range 16 East, B.M., Twin Falls County, Idaho.

Containing approximately 1.00 acres.

Subject to: A 25.00 foot wide county roadway easement parallel with and adjoining the West and South boundaries of the above described parcel.

(b) A life estate held by Wilma B. Schnitker, a widow, for her lifetime, in the following described portion of Parcel 3 of the subject premises:

A parcel of land being described as the North 320 feet of the South 750 feet, of the West 320 feet of the East 660 of the NE1/4 SE1/4, Section 2, Township 11 South, Range 16 East, B.M., Twin Falls County, Idaho.

Containing approximately 2.35 acres.

MICROFILMED

MAR 11 1993

Together with: An undescribed 25.00 foot wide vehicular access easement over and across the East 600 feet of NE1/4 SE1/4, said Section 2, to the county road along the East boundary of said section.

(c) A Mortgage to secure an indebtedness in the original principal sum of \$203,592.89 granted by the Seller to Avery Kirkham and Mary Kirkham, husband and wife, dated December 2, 1986, and recorded and Instrument No. 917159, records of Twin Falls County, Idaho, the outstanding balance of principal and accrued interest on which indebtedness as of the date of closing shall be no greater than \$184,600.00, Seller agrees to pay all sums secured by said Mortgage as or before the same becomes due and owing, and to remove said Mortgage as a lien upon the property herein sold on or before the Buyer's final payment to the Seller pursuant to this Agreement and the Promissory Note attached hereto as Exhibit "A", and further agrees to pay and apply any and all payments of principal and interest received from the Buyer toward the reduction and satisfaction of said Mortgage indebtedness to Avery and Mary Kirkham. To that end, the parties hereto agree to escrow this Contract and the Promissory Note to be executed by the Buyer to the Seller in the form attached hereto as Exhibit "A", with First American Title Company, Twin Falls, Idaho upon closing, instructing said escrow agent to so apply all payments received from the Buyer until the Kirkham Mortgage has been fully paid and satisfied, and removed as a lien and encumbrance against the subject Real Property. All costs incurred for the establishment of said escrow, and for subsequent transaction costs incurred with the escrow agent thereafter shall be borne equally by Buyer and Seller.

11. Domestic Water. Buyer acknowledges that the Real Property herein sold contains a water well which provides, in part, domestic water to the life estate described in paragraph 10(b) and 10(c) immediately hereinabove, and agrees to take all reasonable measures to maintain said well in good condition and, for so long as potable water is available from said well, to continue to provide domestic water to said life estate Buyer's sole cost for the remainder of the life tenancies.

12. Title Insurance. Seller agrees to purchase a standard form of owner's title insurance policy insuring the Buyer in the amount of the purchase price hereinabove stated. Such policy shall show clear and marketable title in the Buyer, subject to the terms and conditions set forth in this Contract.

MICROFILMED

MAR 11 1993

13. Conveyance. At closing, title to the Real Property shall be conveyed by a standard Idaho corporate warranty deed, which deed shall reference the inclusion of all appurtenant water rights and irrigation equipment situated on the premises.

14. Closing. The sale herein contemplated shall be closed at the offices of First American Title Company, Twin Falls, Idaho, on April 13, 1990, or at such other time and place upon which the parties hereto mutually agree. All closing costs incurred shall be borne equally by the parties hereto.

15. Preparation of Documents. The parties acknowledge this Agreement, the accompanying Promissory Note and Mortgage attached hereto as Exhibits "A" and "B", other documents provided for in this Agreement were prepared by the attorney for the Seller as a matter of convenience only, and shall not be construed for or against either party on that account. The Buyer acknowledges that the Seller's attorney has not advised nor represented the interest of the Buyer in this transaction or in the preparation of these documents, nor held himself out as advisor or counsel for the Buyer in any manner whatsoever.

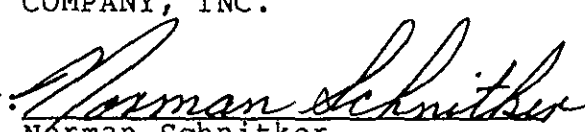
16. Binding Effect. The provisions of this Agreement supersede all previous agreements, oral or written, existing between the parties with respect to the transaction herein contemplated, and the provisions of this Agreement shall be binding upon and enured to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

17. Non-Merger. The provisions of this Contract shall survive the delivery and recordation of the Warranty Deed hereinabove mentioned, and shall remain in full force and effect until fully performed by the parties hereto.

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

SELLER:

L & N LAND & CATTLE
COMPANY, INC.

BY: 
Norman Schnitker
Its: President

ATTEST:


Secretary

MICROFILMED
MAR 11 1993

BUYERS:

PICKETT & SONS, a Partnership

Wallace W. Pickett
Wallace W. Pickett

Peggy J. Pickett
Peggy J. Pickett

Edward C. Pickett
Edward C. Pickett

Billi Jo Pickett
Billi Jo Pickett

STATE OF IDAHO)
County of Twin Falls) ss.

On this 19 day of April, 1990, before me, a Notary Public, in and for said County and State, personally appeared Norman Schnitker and Barbara Schnitker, known or identified to me to be the President and Secretary, respectively, of L & N Land & Cattle Company, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

Barbara Schnitker
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My commission expires: 4-28-92

STATE OF IDAHO)
County of Twin Falls) ss.

On this 19 day of April, 1990, before me, a Notary Public, in and for said County and State, personally appeared Wallace W. Pickett, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

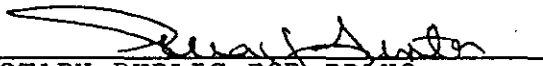
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My commission expires: 4-28-92

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 19 day of April, 1990, before me, a Notary Public, in and for said County and State, personally appeared Peggy L. Pickett, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

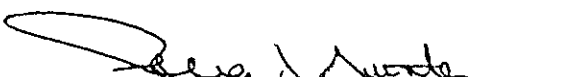
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My commission expires: 4-28-92

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 19 day of April, 1990, before me, a Notary Public, in and for said County and State, personally appeared Edward C. Pickett, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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


NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My commission expires: 4-28-92

MICROFILMED

MAR 11 1993

STATE OF IDAHO)
) ss.
County of Twin Falls

On this 19 day of April, 1990, before me, a Notary Public, in and for said County and State, personally appeared Billi Jo Pickett, known or identified to me to be the individual 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 affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My commission expires: 4-28-92

3557m

MICROFILMED
MAR 11 1995



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

03-May-1990 09:46

Pickett & Sons
2958 S. 1800 E.
Wendell, ID 83355

RE: SRBA Claims A47-02282, A47-07844, A47-11664, A47-11665 & A47-11668

Dear Claimant:

Pursuant to the notification that you presently own the property in which the above referenced adjudication claims are appurtenant or that you now have interest in the claims, the Department has changed the record of the current owner as you requested. Please find enclosed copies of the computer record for the claims noting the change in claimant. Please review the record and if you have any corrections please contact this office.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Allen Merritt'.

Allen Merritt, P.E.
Water Rights Supervisor

Encl:

MICROFILMED
MAR 11 1993

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: A47-02282
Date Received: 11/18/1988
Receipt No: 5003925
Received By: Adm

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: L & N LAND & CATTLE CO., INC. 208-733-2925
Address: RT. 2 BOX 5362
TWIN FALLS, ID 83301

2. Date of Priority: NOV 22, 1954

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
11S	16E	2	SE	SE	SE		TWIN FALLS

5. Description of diverting works:
WELL & PUMP DELIVERING TO PIPELINES & DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.320		

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

8. Total consumptive use is 657.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
11S	16E	1	NW	SW		IRR	10.0
			SW	SW		IRR	38.0
						Section Acres	48.0

A47-02282

Page 1

Date: 11/18/88

MICROFILMED
MAR 11 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
11S	16E	2	NE	SW		IRR	20.0
			SE	SW		IRR	10.0
			NE	SE		IRR	30.0
			NW	SE		IRR	37.0
			SW	SE		IRR	35.0
			SE	SE		IRR	39.0

Section Acres 171.0

Total Acres 219.0

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:

SHARES IN SALMON RIVER CANAL CO. & CLAIM FOR WASTE WATER.

14. Remarks:

15. Basis of Claim: LICENSE

Water Right Number: 25288

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Organizations:

I do solemnly swear or affirm that I am President of
S&M Land & Cattle Co., Inc. that I have signed the foregoing
document in the space below as President of
S&M Land & Cattle Co., Inc. and that the statements contained in the
foregoing document are true and correct.

Norman Schnitzer
Signature of Authorized Agent
President S&M Land & Cattle Co., Inc.
Title and Organization
11/18/88
Date

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 18th day
of Nov. 19 88
[Signature]
Notary Public

Seal

Residing at Kimberly, Id
My Commission Expires 6/30/94

Log for claim 47-02282

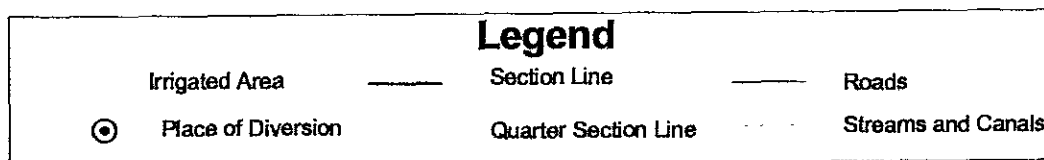
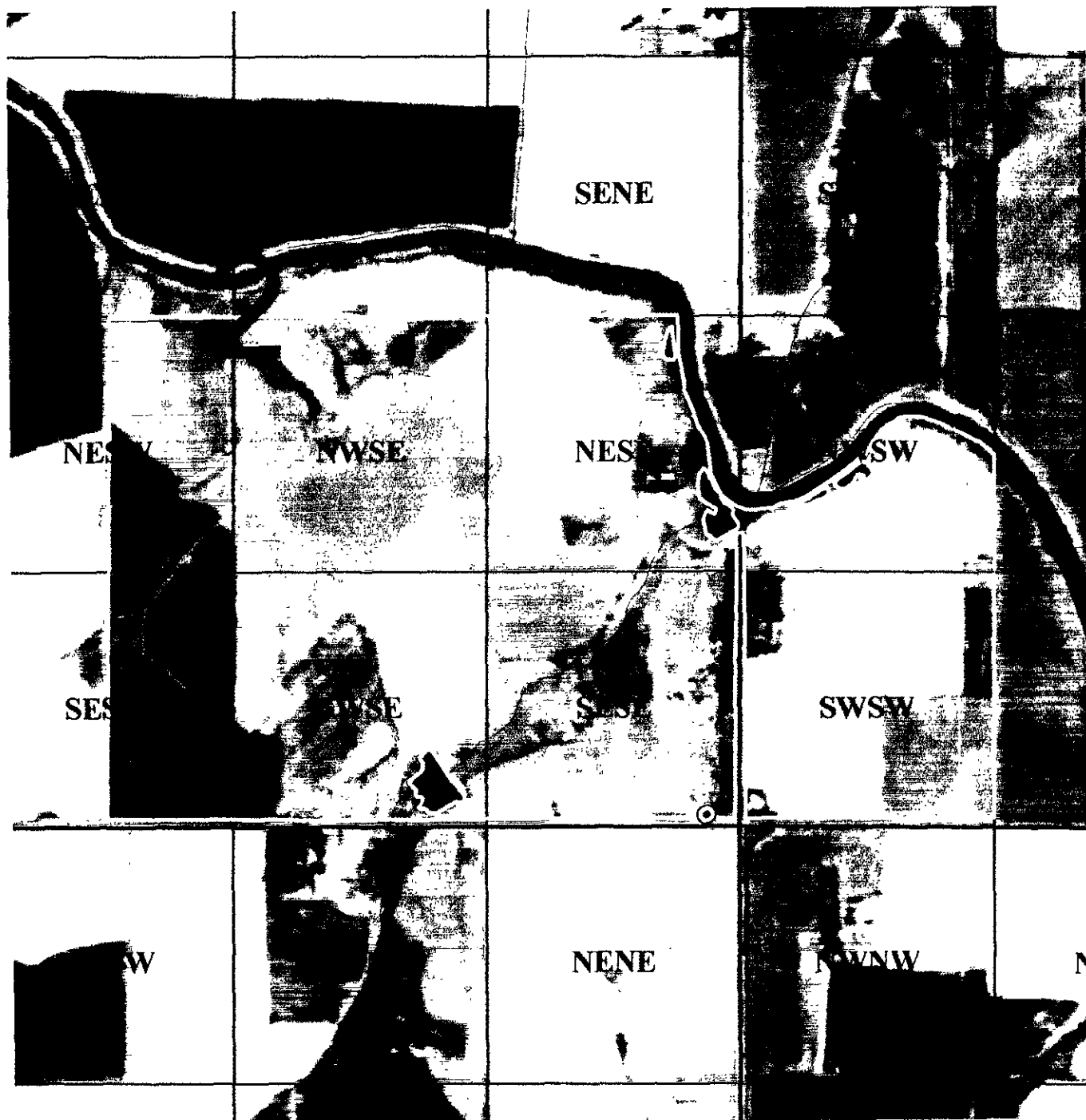
Spatial Dynamics LTD

1/11/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
11s16e	1	NWSW	10	17	
11s16e	1	SWSW	38	38	
11s16e	2	NESW	20	20	
11s16e	2	SESW	10	19	Indiscernible
11s16e	2	NESE	30	34	
11s16e	2	NWSE	37	40	
11s16e	2	SWSE	35	38	
11s16e	2	SESE	39	38	
Totals:			219	244	

Water Right Claim Number 47-02282
Township , 11S16E

01/11/2001



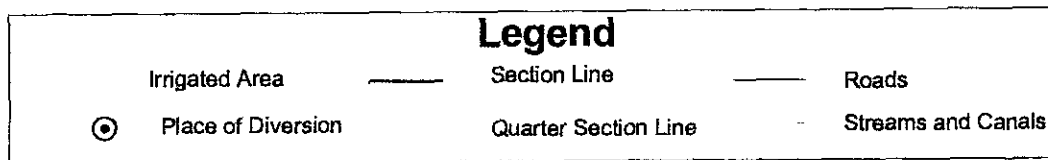
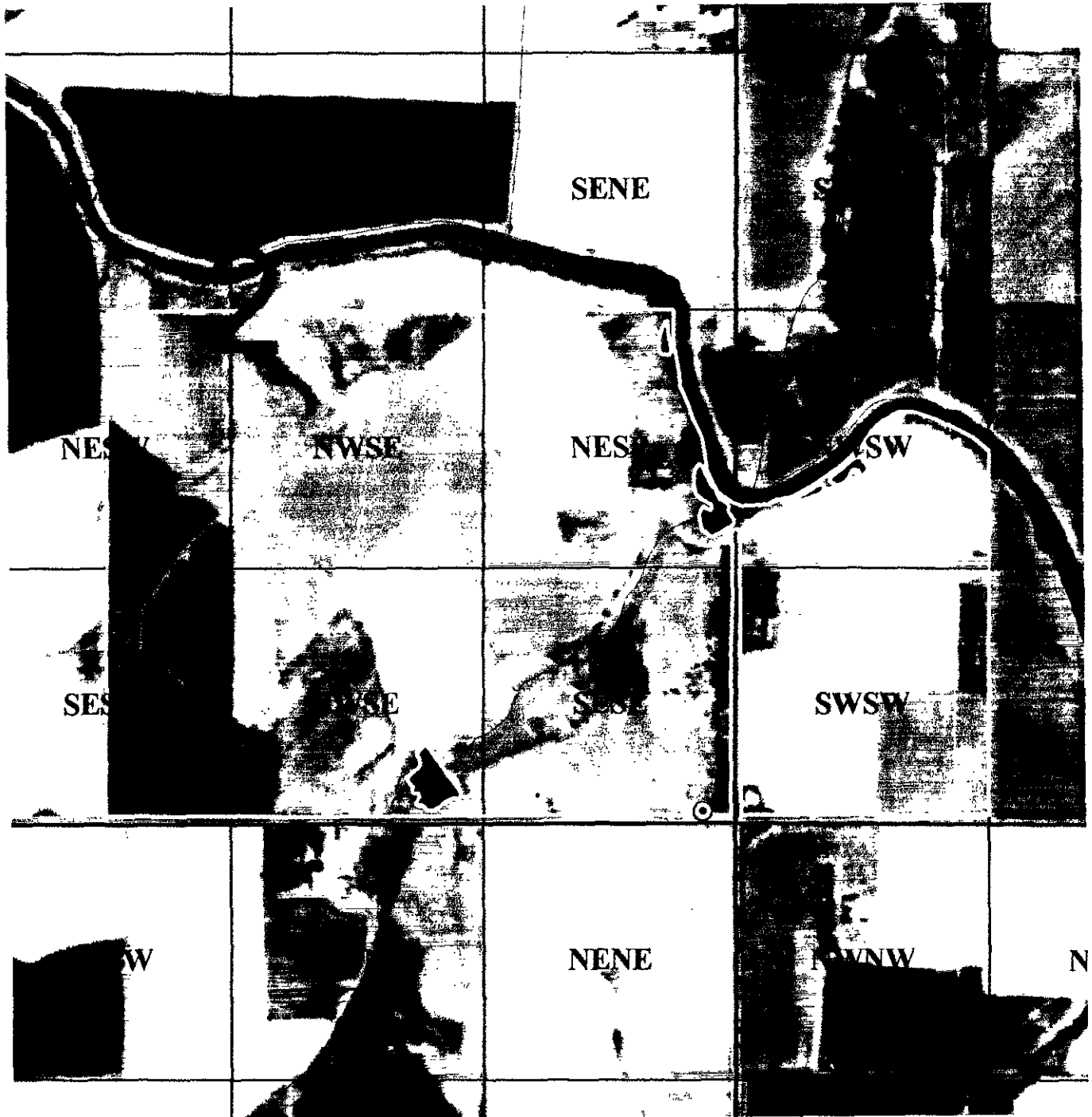
500 0 500 1000 Feet



*SPATIAL
DYNAMICS*

Water Right Claim Number 47-02282
Township , 11S16E

01/11/2001



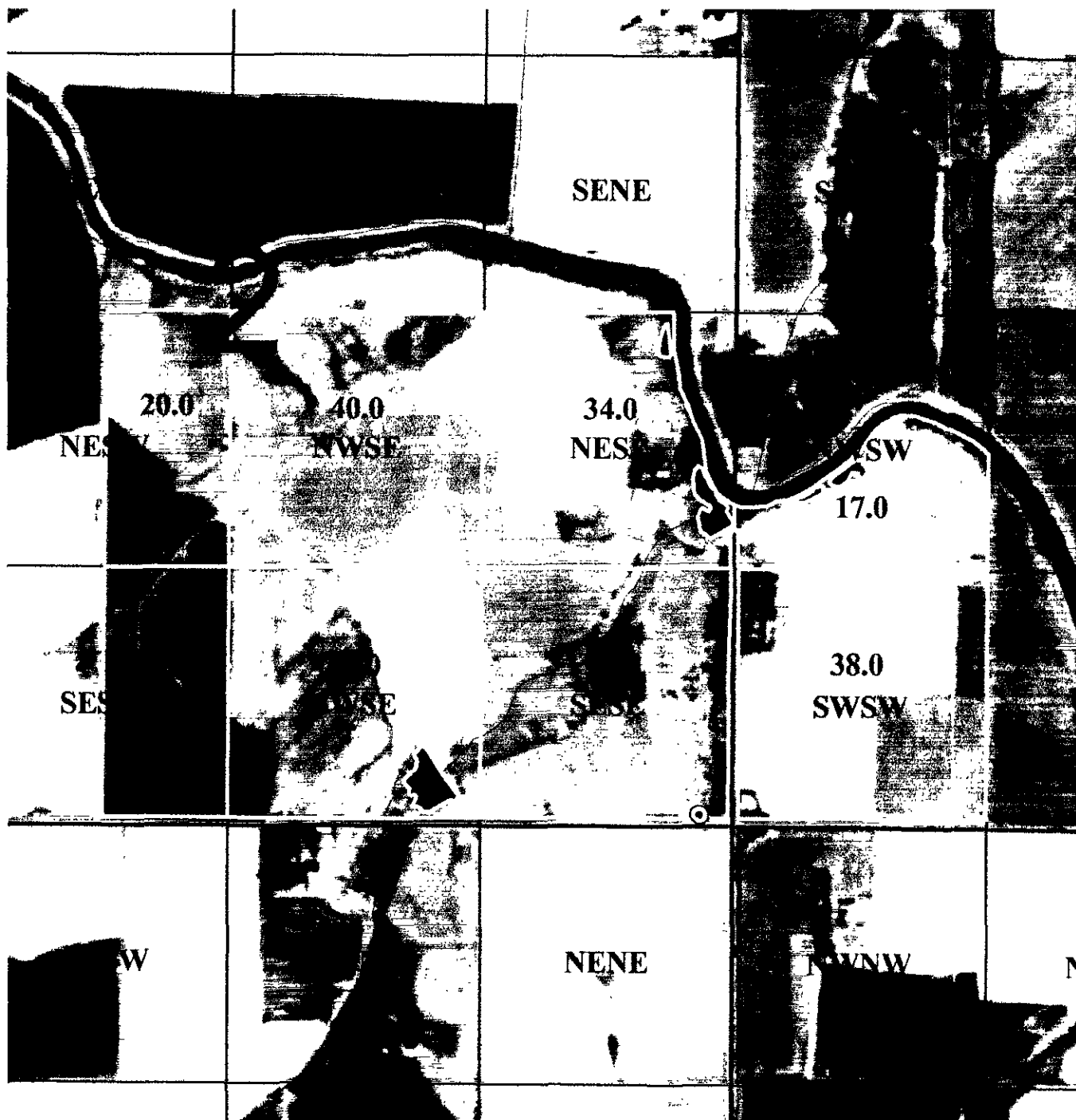
500 0 500 1000 Feet



SPATIAL
DYNAMICS

Water Right Claim Number 47-02282
Township , 11S16E

01/11/2001



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

500 0 500 1000 Feet

SPATIAL
DYNAMICS

AJ5809NP
No. A47-02282

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 12/06/00
PAGE: 30

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	PICKETT & SONS 2958 S 1800 E WENDELL ID 83355 (208) 536-2906	11/22/1954	IRRIGATION	03-15 11-15	3.320 CFS	
TOTAL DIVERSION:					3.320 CFS	
CONSUMPTIVE USE:						657.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:

T11S R16E S02

SESESE

TWIN FALLS 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
11S	16E	1	:																	:	48.0
11S	16E	2	:																	:	171.0
																				TOTAL ACRES	219.0

POU County: TWIN FALLS

Non-Irrigation Uses: NONE

Other Rights: SHARES IN SALMON RIVER CANAL CO. & CLAIM FOR WASTE WATER.

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
47-07844

Other Water Rights Listing Overlapping Place(s) of Use:
A01-0020925 A47-0001020 A47-11665

Remarks: GEN *****
OWNERSHIP CHANGE 5/3/90 ADM
PICKETT & SONS, A PARTNERSHIP COMPOSED OF:
WALLACE W. PICKETT AND PEGGY L. PICKETT, HUSBAND AND WIFE,
EDWARD C. PICKETT, A SINGLE MAN, AND BILLI JO PICKETT, A SINGLE
WOMAN.

Dates: Exam Made Date: Verified Date: 03/12/1985 Objection Filed Date:

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

Audit: 11/18/88 MERRITT 05/03/90 MERRITT 03/30/95 POST-STD

State of Idaho

License and Certificate of Water Right

Water License No. G-25288

Amount 3.32 c.f.s.

Water District No.

Priority Nov. 22, 1954

THIS IS TO CERTIFY that O. A. SCHNITKER of Twin Falls, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated November 22, 1954; that Permit No. G-25288 was issued under said application; that Certificate of Completion of works, with a carrying capacity of 3.32 second feet, was issued thereunder on June 12, 1961, showing that said works were completed on the 30th day of September, 1959; and that on the 30th day of September, 1959,

O. A. SCHNITKER

of Twin Falls, State of Idaho, made proof to the satisfaction of the State Reclamation Engineer of Idaho, of the right to use the waters of a well, a tributary of subterranean flow, for the purpose of irrigation domestic use, under Use Permit No. G-25288 of the Department of Reclamation and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume 11 of Licenses at page 7098, on the 12 day of June, 1961; The right hereby confirmed dates from November 22, 1954;

The Point of Diversion is located in the SE 1/4 SE 1/4, Sec. 2, Tp. 11 S, R. 16 E., B. M. County Twin Falls

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 3.32 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
11 S	16 E	2	NE 1/4 SW 1/4	20	20
			NE 1/4 SE 1/4	36	30
			NW 1/4 SE 1/4	40	40
			SW 1/4 SE 1/4	40	40
			SE 1/4 SE 1/4	40	39
			NW 1/4 SW 1/4	18	10
			SW 1/4 SW 1/4	40	40
			Total number of acres to be irrigated: 219		
		1			

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

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this 12th day of June, 1961.

RALPH W. THOMAS

Deputy State Reclamation Engineer.

(SEAL)

7-2288

47-2282

APPLICATION FOR PERMIT
To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 33132
Permit No. G- 25288
District No.

O. A. SCHNITKER
R. F. D. 10
Twin Falls, Idaho

1. Name of Applicant: O. A. SCHNITKER
Postoffice address: Twin Falls County: Twin Falls State: Idaho
2. Quantity of water claimed: 5.08
(a) Rate of withdrawal in cubic feet per second. 5.08 or Idaho
Miners' inches 254 or gallons per minute.
(b) Annual withdrawal in acre feet per annum
3. Source of water supply: Wells producing subterranean water
4. Location of point of diversion or well is in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section Two
Twp. 11 S., Rge. 16 E., B.M., County of Twin Falls
5. Water is to be used for: Irrigation and domestic
6. If for municipal, industrial or recreational purposes, give:
(a) Point of use of water is in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp.
Rge. , B.M.
(b) Waste water or sewage effluent is to be returned to
at a point in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp. , Rge. , B.M.
7. Kind of works: Drilled wells, casing if needed, pumps and electric motors.
8. Estimated cost of works: \$5,000.00 per well.
9. (a) Is reservoir to be used? No
(b) Capacity of reservoir:
10. The time required for the completion of such work and complete application of the water to the proposed use is five years.
11. If applicant is a corporation, give:
I. (a) Date and place of incorporation:
(b) Amount of capital stock: \$ (c) Amount paid in: \$
(d) Names and addresses of directors:
II. The financial resources of the applicant are (a) Cash onhand: \$
(b) Treasury stock: (c) Bonds to be issued:
(d) Other resources:
12. The land to be irrigated is described in the following tabulation:
13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: Applicant owns 391 shares of capital stock of Salmon River Canal Company, Limited at present used on above described premises. Applicant is owner of E $\frac{1}{2}$ SW $\frac{1}{4}$ and E $\frac{1}{2}$ of Section 27-11-16 and if water is produced from wells covered by this Application sufficient to irrigate above described land, then such shares of water will be transferred to land owned by applicant
(a) (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplied in Section 27-11-16. See Remarks.
mental to the existing water rights.
(b) (cubic feet per second, inches or gallons per minute) is for new lands.

BE IT KNOWN THAT The undersigned hereby makes appli cation for permit to appropriate the public waters of the State of Idaho as herein set forth.

By _____ Agent.

Corrected application received:

MARK R. KULP
State Reclamation Engineer.

By LEN JORDAN
Governor

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 $\frac{1}{4}$	
11 S.	16 E.	2			E $\frac{1}{2}$ 20	E $\frac{1}{2}$ 20	196 A.
11 S.	16 E.	1			** 18 40	* 36 40 40 40	58 A.
Total Number of Acres to be Irrigated							254
**	Land in NW $\frac{1}{4}$ Sec 1-11-16 is south of High Line Canal of Twin Falls Canal Company						
*	Land in NE $\frac{1}{4}$ Sec 2-11-16 is south of High Line Canal of Twin Falls Canal Company						
Land north of High Line Canal of Twin Falls Canal Company is irrigated from such wells - lies above said High Line Canal.							Canal - all of land to be covered by water from said wells

Permit No. G-25288
CERTIFICATE OF COMPLETION OF WORKS ✓✓
TO ALL WHOM IT MAY CONCERN:

This is to certify that O. A. SCHNITKER of Twin Falls, County of Twin Falls, and State of Idaho, the holder of Permit No. G-25288, issued upon Application No. G-33132, bearing date of priority of November 22, 1954, authorizing the diversion of 5.08 second feet of waters of a well, County of Twin Falls, State of Idaho, for irrigation and domestic purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 3.32 second feet of the waters of a well from subterranean flow; that the point of diversion of said waters is SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 2, T. 11 S., R. 16 E., B. M., and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit:

219 acres in NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 2; W $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 1, T. 11 S., R. 16 E., B. M.

Witness my hand this 12th day of June, A. D., 1961.

s/ RALPH W. THOMAS,
Deputy State Reclamation Engineer

Proof of Completion of Works Made: September 30, 1959

WORK ISSUED FOR 3.32 SEC. FT
page 7098

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF ENGINEER

Permit No. G-25288

This proof is for Completion of Works & Beneficial Use In Water District No.

1. Name of applicant: O. A. Schnitker
2. Source of water supply: Subterranean flow from a well
3. Location of point of diversion: Is in the SE $\frac{1}{4}$ of Section 2
T. 11 S. R. 16 E. B. M. County of Twin Falls

4. Describe works as they exist, giving dimensions and capacities of same: G.E. Motor, 750 H.P., 440V
Model 5K6323X63A. Ser. # OMJ126002; G.E. Starting Compensator at N on back
board. Lynx-Barker Pump No. 21705 - 6'x8' concrete base. Metal Roof (no
side wall) shelter. 10"x30" discharge pipe to south into 10" buried steel main
2640'W and 260' east of pump into open ditches.

- Well - 20"x500', 20"x20' cap. h: 347' - 360' x 10" column. 29' d.d.
5. Water is used for: irrigation and domestic
6. State whether or not water has been turned into works of diversion: Yes

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of Sec. 2 and W $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 1, all in Twp. 11 S., Rge. 16 E. B. M.

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach?

Remarks: Mr. O.A. Schnitker along on land inspection. Power
off for season get measurement in spring. 9/26/60?

Mr. Lester Schnitker along for measurement 5/23/61

Measured over 2 - 2' Cipolletti weirs - split stream

This examination was made on the 23 day of May, 1961

(Signed) *Lynne Johnson* Examiner.

G25288

O. A. Schnitker
Rt. #2, Twin Falls, Idaho

Permit No. G-25288

Examination for Completion of Works & Beneficial Use

County. Twin Falls

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
4. If any unusual conditions are discovered, make plain statement of them under remarks.
5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
6. Give general characteristics of soils, topography, and crops raised.

RECEIVED

MAY 31 1961

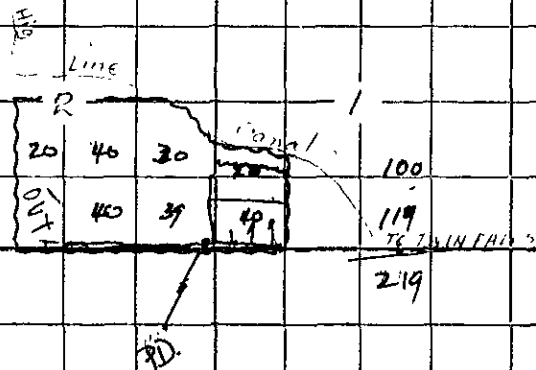
Department of Reclamation

West. Stream 42' and 2' depth: W. 1.82 s/s

R-16E.

3.32 c.f. of 166

T.
H
S.



Subdivisions

7

Area

219 Acres.

9

3.32 cfs or 166 inches

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF ENGINEER

PERMIT NO. G-25288

REPORT ON PROOF OF Completion of Works & Beneficial Use

O. A. Schnitker, Rt. #2, Twin Falls, Idaho