

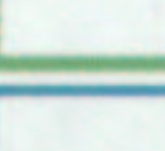
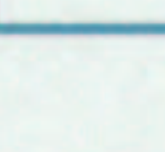
IDAHO DEPARTMENT OF WATER RESOURCES

Water Right 31-00062F, 63F

Township 7N Range 36E Section 26



0 1320 Feet

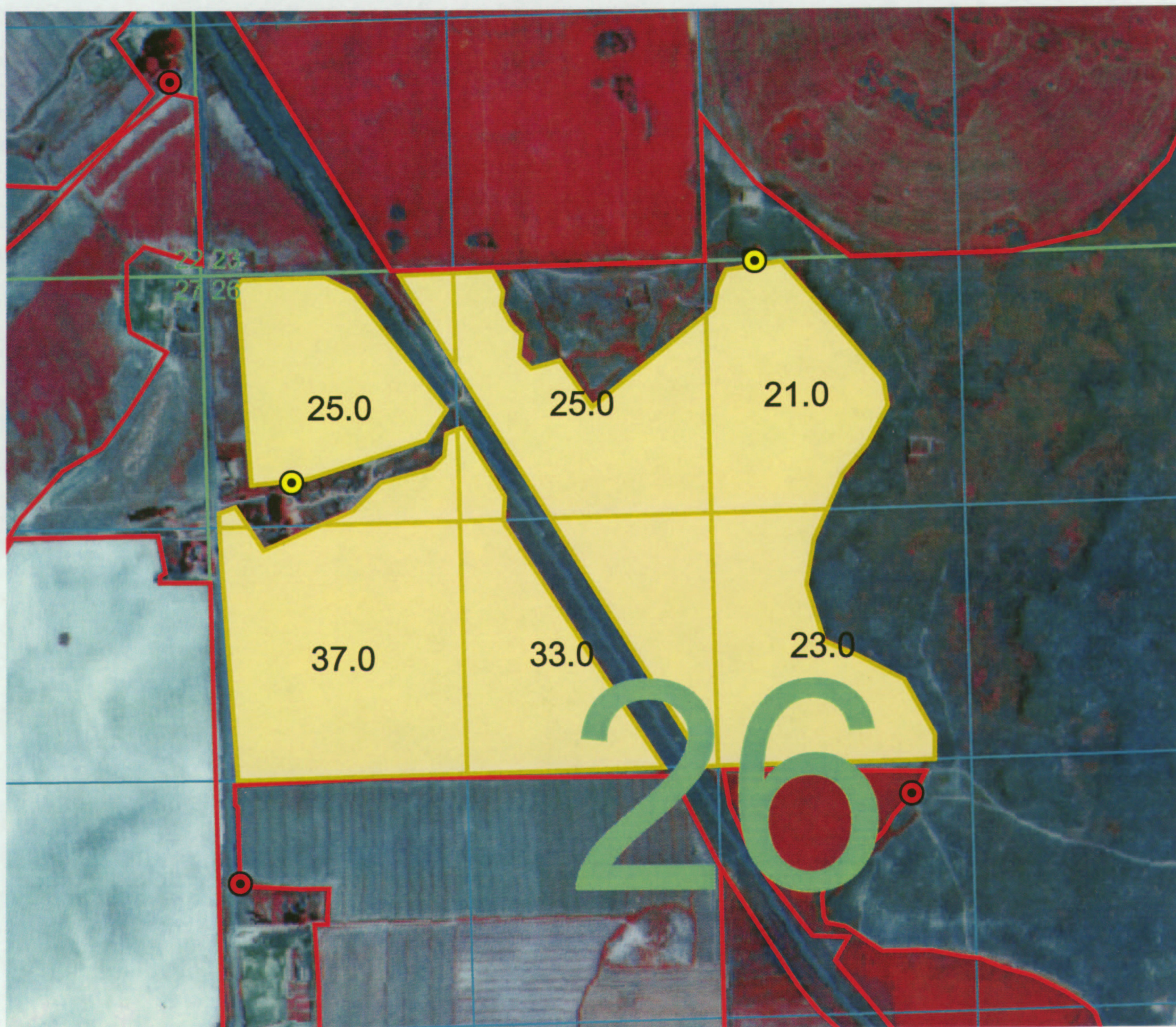
-  Point of Diversion - This Water Right
-  Point of Diversion - Other Water Rights
-  Place of Use - This WR
-  Place of Use - Other WR
-  Sections
-  Quarter-quarter Sections



IDAHO DEPARTMENT OF WATER RESOURCES

Water Right 31-00062F, 63F

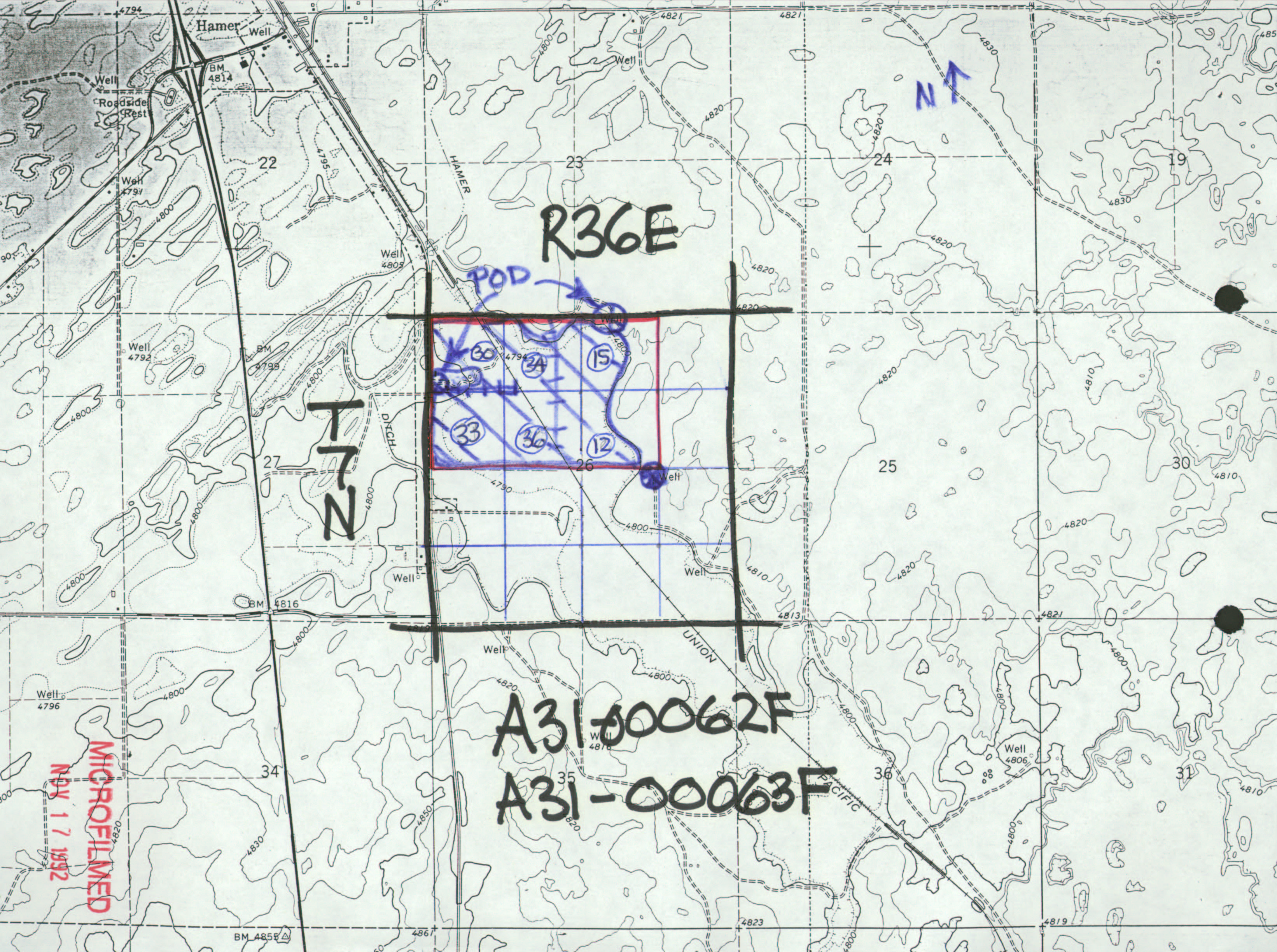
Township 7N Range 36E Section 26



0 1320 Feet

- Point of Diversion - This Water Right
- Point of Diversion - Other Water Rights
- Place of Use - This WR
- Place of Use - Other WR
- Sections
- Quarter-quarter Sections





MICROFILMED
NOV 17 1992

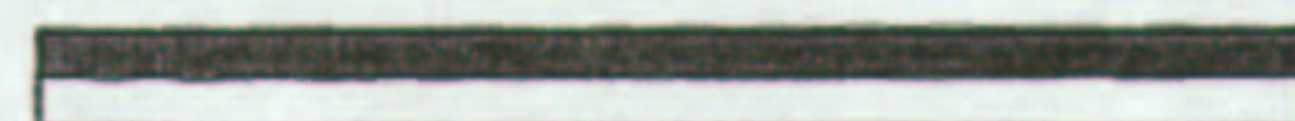
IDAHO DEPARTMENT OF WATER RESOURCES

Water Right 31-00062F, 63F

Township 7N Range 36E Section 26



0 1320 Feet



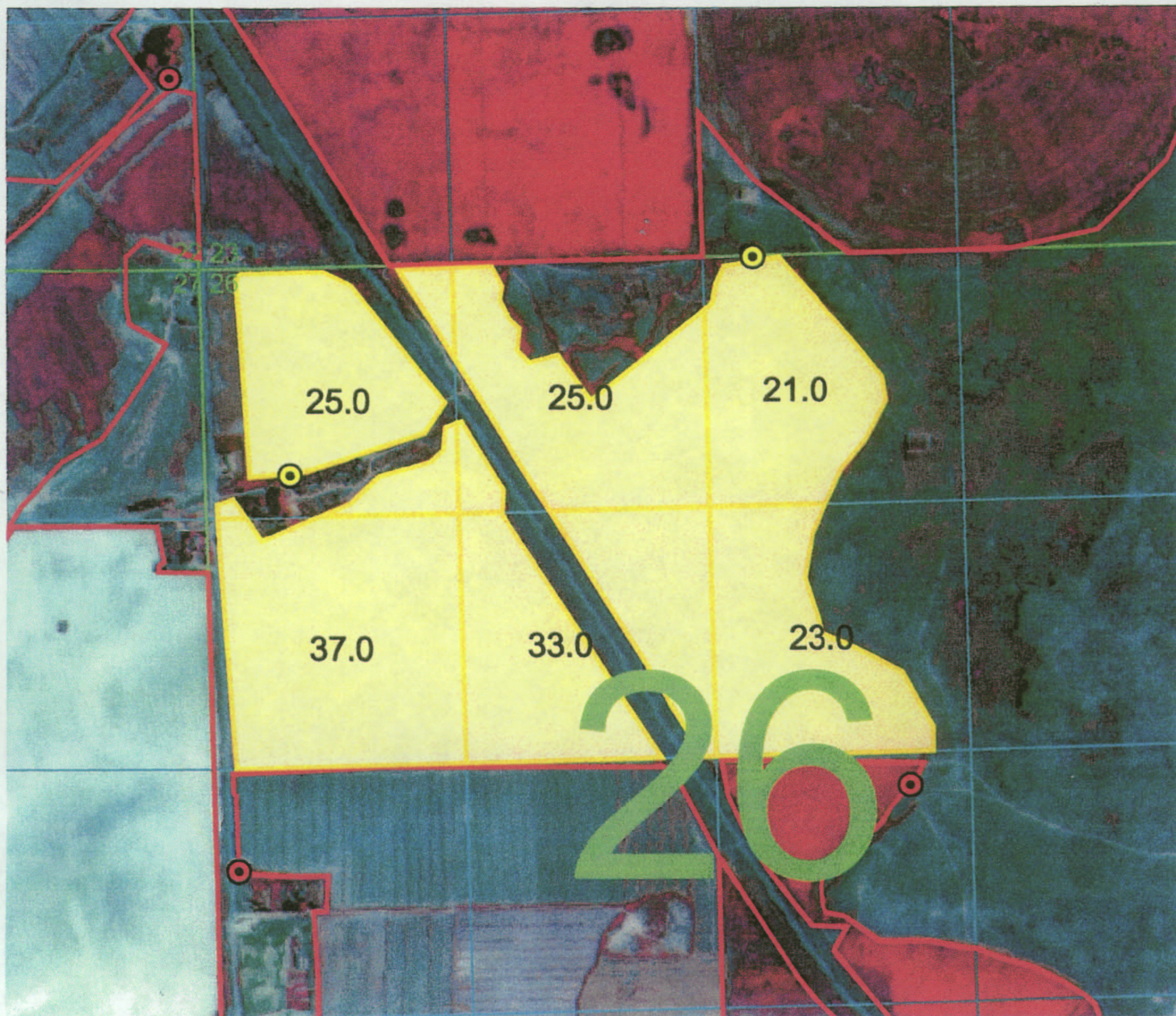
- Point of Diversion - This Water Right
- Point of Diversion - Other Water Rights
- Place of Use - This WR
- Place of Use - Other WR
- Sections
- Quarter-quarter Sections



IDAHO DEPARTMENT OF WATER RESOURCES

Water Right 31-00062F, 63F

Township 7N Range 36E Section 26



0 1320 Feet

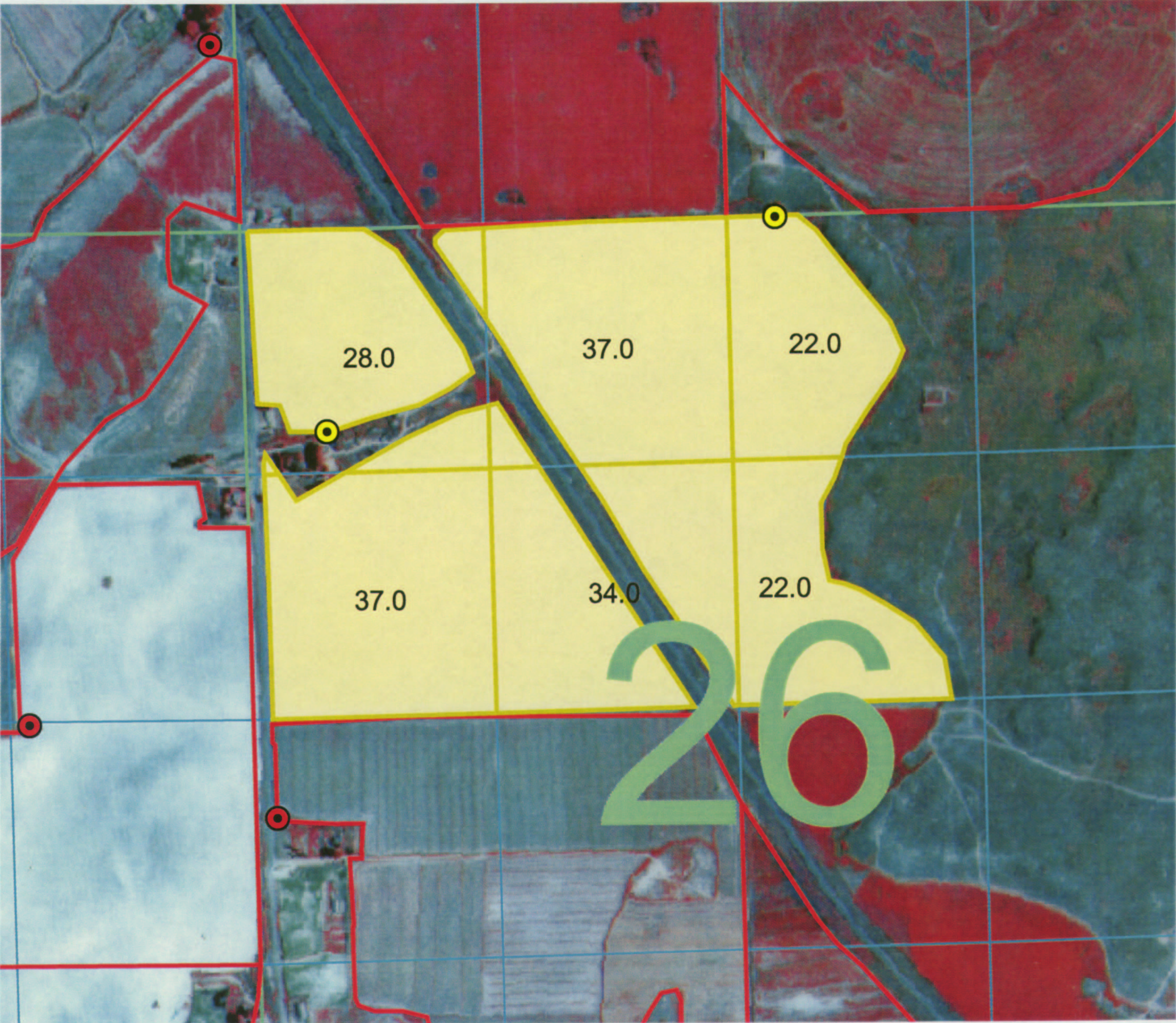
- Point of Diversion - This Water Right
- Point of Diversion - Other Water Rights
- Place of Use - This WR
- Place of Use - Other WR
- Sections
- Quarter-quarter Sections



IDAHO DEPARTMENT OF WATER RESOURCES

Water Rights 31-00062F, 31-00063F

Township 7N Range 36E



0 1320 Feet

- Point of Diversion - This Water Right
- Point of Diversion - Other Water Rights
- Place of Use - This WR
- Place of Use - Other WR
- Sections
- Quarter-quarter Sections



11/16/2000

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

WATER RIGHT NO. 31-62F

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DARLA PETERSEN
Current Owner	CORY PETERSEN
	1980 NORTH 2500 EAST
	HAMER, ID 83425
	(208)662-5467
Original Owner	WESLEY GROVER
Original Owner	LARUE GROVER
	BOX 1150 HC 69
	1980 N 2500 E
	HAMER, ID 83425
	(208)662-5243

Priority Date: 10/31/1917
Basis: Decreed
Status: Valid

Source Tributary to
GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	05/01	11/01	2.69 CFS	574 AFA	
Total Diversion			2.69 CFS	574 AFA	

Point(s) of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
07N	36E	26	NW NW NE	0	JEFFERSON
07N	36E	26	SW NW NW	0	JEFFERSON

IRRIGATION Use:
Acre Limit: 164

Place(s) of use:

Place of Use Legal Description: IRRIGATION JEFFERSON County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
07N	36E	26		NWNE	21		SWNE	23						
				NENW	25		NWNW	25		SWNW	37		SENW	33

Total Acres: 164

Conditions of Approval:

- C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Remarks:

1. Purpose of Use THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE MAY 1 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.
2. Quantity USE OF RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF ^{3.93}~~2.69~~ CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 574 AF. COMBINED RIGHT NOS.: 31-62F, 31-63F, 31-4019.
3. Place of Use - Irrigation USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 164 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 31-62F, 31-63F, 31-4019.

Comments:

<u>Author</u>	<u>Date</u>	<u>Subject</u>	<u>Comment</u>
bcontor	11/16/00	Season of Use	Per formal transfer
bcontor	11/16/00	Combined use Q	Slightly more that 0.02/acre but per formal transfer. Hubble analysis of neighboring parcel to the south shows more than 0.02/acre is justified.
bcontor	11/16/00	POU overlap	31-4019 represents original beneficial use on the property. FOrmal transfer 2424 moved 31-62F and 63F on to the lands as an overlap. The two Hamer Canal rights have always been 100% overlapped, originally and in all subsequent transfers of all splits of

Dates:

Licensed Date:
 Claim Received Date: 08/05/1988
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Decreed Date: 11/01/1930
 Date Filed with Court:
 Objection Filed Date:
 SF5 Filed:
 Special Master Recom Signed Date:

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Review Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
POD	11/16/00 8:45:13 AM	bcontor			In Process
POU	11/16/00 9:06:06 AM	bcontor			In Process
Priority Date	11/16/00 8:39:36 AM	bcontor			In Process
Quantity	11/16/00 9:10:17 AM	bcontor			In Process
Season	11/16/00 9:03:30 AM	bcontor			In Process
Source	11/16/00 8:45:37 AM	bcontor			In Process
Summary	11/16/00 9:10:54 AM		11/16/00 9:10:54 AM	bcontor	Complete
Use	11/16/00 9:08:09 AM	bcontor			In Process

Other Information:

Receipt Number(s):
 State or Federal: S
 Owner Name Connector: OR
 Overall Max Diversion Rate: 2.69
 Overall Max Diversion Volume: 574
 Generic Max Rate per Acre:
 Generic Max Volume per Acre:
 Civil Case Number:
 Old Case Number:
 Decree Plaintiff:
 Decree Defendant:
 PresumptionFlag:
 Notice of Error Flag:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Cary Act Number:
 Mitigation Plan: False

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log Text</u>
POD	11/16/00 8:45:11 AM	bcontor	1. (NO) The basis is not beneficial use. 2. (YES) Parent right has a Point of Diversion. 3. (YES) The claimed Point of Diversion can be verified using the water right file. 8. (NO) Point of Diversion remark was not required. 9. (NO) Point of Diversion condition was not required. Edited point location Edited point location
POD	11/16/00 8:44:49 AM	bcontor	
POD	11/16/00 8:44:33 AM	bcontor	
POU	11/16/00 9:06:05 AM	bcontor	1. (YES) The POU is required. 2. (NO) The basis of claim is not beneficial use. 3. (YES) The Parent Right has a POU. 4. (YES) The claimed POU can be verified using the water right file. 12. (YES) POU remark was required. 13. (NO) POU condition was not required.
Priority Date	11/16/00 8:39:35 AM	bcontor	1. (NO) There has not been a later court decree of the water right(s) from the water source. 4. (NO) The basis of claim is not beneficial use. 5. (NO) The basis of claim is not a posted notice. 6. (YES) Parent right has a priority date. 7. (NO) The basis of claim is not an application or permit. 12. (YES) The claim is recommended. 13. (YES) The claim is coded correctly. 14. (NO) Priority remark was not required. 15. (NO) Priority condition was not required.
Quantity	11/16/00 9:10:15 AM	bcontor	1. (NO) The basis of claim is not beneficial use. 2. (NO) The basis of claim is not a posted notice. 3. (YES) The parent right has a diversion rate and/or diversion volume. 4. (YES) The claimed diversion rate and/or volume can be verified using the water right file. 6. (YES) The source is ground water and the purpose of use requires a diversion volume limit. 7. (NO) The parent right does not have an annual diversion volume limit. 8. (YES) Irrigation is a purpose of use. 9. (YES) Quantity remark was required. 10. (NO) Quantity condition was not required.
Season	11/16/00 9:03:29 AM	bcontor	1. (NO) The basis of claim is not beneficial use. 2. (NO) The parent right does not have a period of use. 4. (NO) There is not evidence that there has been a change to the period of use. 9. (YES) The file contains all the necessary information to verify the period of use. 11. (YES) The basis of is a decree, license, or a transferred beneficial use right that has had the period of use administratively determined. 12. (YES) Irrigation is the purposed use. 14. (YES) The period of use on the decree, license or transfer is shorter on either the start or end date than allowable under IDWR's current standard. 15. (YES) Period of Use remark was required. 16. (NO) Period of Use condition was not required.
Source	11/16/00 8:45:36 AM	bcontor	1. (NO) The basis is not beneficial use. 2. (YES) Parent right has a source. 3. (YES) The claimed source can be verified using the water right file. Comment for 7: Decree, transfer, NWMD inspection 8. (NO) The source is not surface water. 10. (NO) Source remark was not required. 11. (NO) Source condition was not required.
Summary	11/16/00 9:10:52 AM	bcontor	1. (NO) The basis of the claim is not beneficial use. 3. (NO) There is no indication that there has been a five year period of continuous nonuse that could result in a recommendation of forfeiture or partial forfeiture. 5. (NO) General remark was not required. 6. (NO) Explanatory remark was not required. 7. (YES) Additional condition was required. 8. (YES) Wanted to view the recommended right. 9. (YES) This is a split right. 10. (NO) This is not a combined right. 11. (NO) Documents were not linked or attached to this file. 12. (YES) Set the verification date.
Use	11/16/00 9:08:07 AM	bcontor	1. (NO) The basis of claim is not beneficial use. 2. (YES) The parent right has a purpose of use.

- 3. (YES) The claimed purpose of Use can be verified using the water right file.
- 11. (NO) Purpose of Use remark was not required.
- 12. (NO) Purpose of Use condition was not required.

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 31-62F
Date Received: 8/5/88
Receipt No:
Received By:

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

1. Name of Claimant(s)

DARLA PETERSEN Phone: (208)662-5467

1980 NORTH 2500 EAST
HAMER ID USA 83425

CORY PETERSEN Phone: (208)662-5467

1980 NORTH 2500 EAST
HAMER ID USA 83425

2. Date of Priority: 10/31/1917

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County
07N	36E	26	NW NW NE	JEFFERSON
07N	36E	26	SW NW NW	JEFFERSON

5. Description of diverting works:

TWO WELLS OPEN DISCHARGE INTO DITCHES FOR FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	5/01	9/01	2.69	

7. Total Quantity Appropriated is:
2.69 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
07N	36E	26	NW	NE	IRRIGATION	21
			SW	NE	IRRIGATION	23
			NE	NW	IRRIGATION	25
			SW	NW	IRRIGATION	37
			SE	NW	IRRIGATION	33
			NW	NW	IRRIGATION	25
Section Acres						164
Total Acres						164

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:

14. Remarks:

TRANS. 1584 & 2424. CLAIM REFLECTS CURRENT USE OF WATER UNDER THIS RIGHT
CHANGE OF OWNERSHIP, 10/30/90/JT

CLAIM AMENDED 7/2000 TO REFLECT PLACE OF USE AS SHOWN BY AERIAL PHOTOGRAPHY.

Data entry not completed at time of amended claim due to computer problems. BContor
11/16/2000.

15. Basis of Claim: Decreed

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: 31-62F
Date Received: 8/5/88
Receipt No: E001095
Received By: _____

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

AMENDED

AMENDED

1. Name of Claimant(s)

Name: CORY PETERSEN Phone: (208)662-5467

Address: 1980 NORTH 2500 EAST
HAMER ID USA 83425

Name: DARLA PETERSEN Phone: (208)662-5467

Address: 1980 NORTH 2500 EAST
HAMER ID USA 83425

2. Date of Priority: 10/31/1917

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot			County
07N	36E	26	SW	NW	NW	JEFFERSON
07N	36E	26	NW	NW	NE	JEFFERSON

5. Description of diverting works:

TWO WELLS OPEN DISCHARGE INTO DITCHES FOR FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	5/01	9/01	2.69	

7. Total Quantity Appropriated is:

2.69 C.F.S.

NOT ON
PRODUCTION
DATABASE

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township Acres	Range	Section	1/4 of 1/4	Lot	Use	
07N	36E	26	NW	NE	IRRIGATION	21 ✓
			NE	NW	IRRIGATION	25 ✓
			NW	NW	IRRIGATION	25 ✓
			SW	NE	IRRIGATION	23 ✓
			SE	NW	IRRIGATION	33 ✓
			SW	NW	IRRIGATION	37 ✓
					Section Acres	164
					Total Acres	164

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:

14. Remarks:

TRANS. 1584 & 2424. CLAIM REFLECTS CURRENT USE OF WATER UNDER THIS RIGHT. CHANGE OF OWNERSHIP, 10/30/90/JT

CLAIM AMENDED 7/2000 TO REFLECT PLACE OF USE AS SHOWN BY AERIAL PHOTOGRAPHY.

15. Basis of Claim: Decreed

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: 2

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): Cory Peterson Date: 2-18-2000

Date: _____

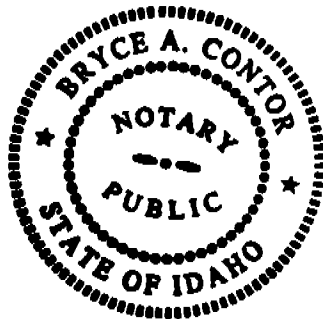
State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this
of 7/18 2000

Bryce A. Contor
Notary Public

Residing at Mud Lake

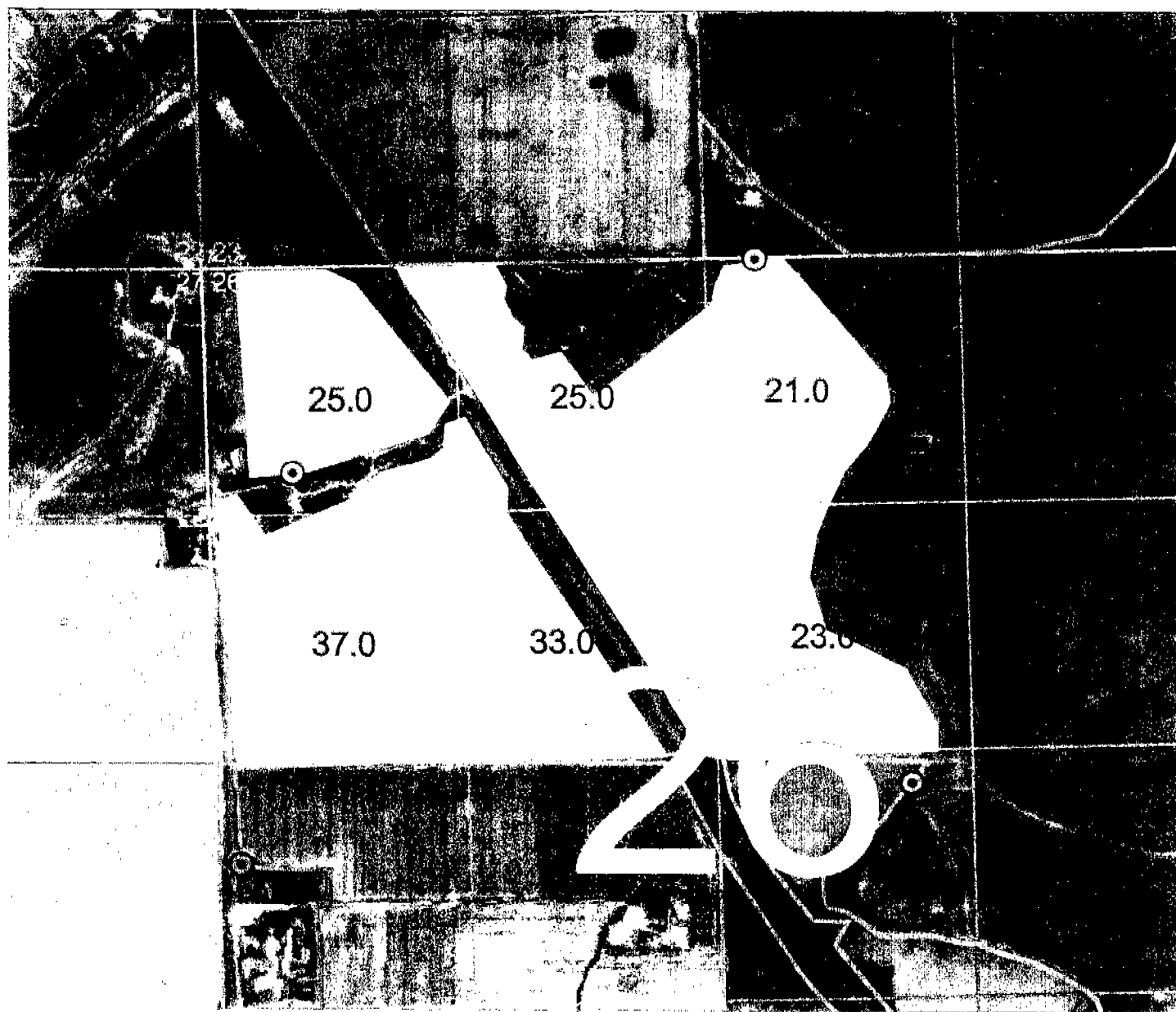
My commission Expires 10/14/2005



IDAHO DEPARTMENT OF WATER RESOURCES

Water Right 31-00062F, 63F

Township 7N Range 36E Section 26



0 1320 Feet

- ⊙ Point of Diversion - This Water Right
- ⊙ Point of Diversion - Other Water Rights
- Place of Use - This WR
- Place of Use - Other WR
- Sections
- Quarter-quarter Sections



IDAHO DEPARTMENT OF WATER RESOURCES

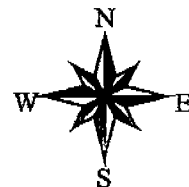
Water Right 31-00062F, 63F

Township 7N Range 36E Section 26



0 1320 Feet

- ⊙ Point of Diversion - This Water Right
- ⊙ Point of Diversion - Other Water Rights
- Place of Use - This WR
- Place of Use - Other WR
- Sections
- Quarter-quarter Sections



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: A31-00062F
Date Received: 8/05/1988
Receipt No: E001095
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CORY PETERSEN 208-662-5467
Address: 1980 NORTH 2500 EAST
HAMER, ID 83425

OR

Name: DARLA PETERSEN 208-662-5467
Address: 1980 NORTH 2500 EAST
HAMER, ID 83425

2. Date of Priority: OCT 31, 1917

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
07N	36E	26	NW	NW	NE		JEFFERSON
			SW	NW	NW		JEFFERSON

5. Description of diverting works:
TWO WELLS OPEN DISCHARGE INTO DITCHES FOR FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	05/01	09/01	2.690		

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

8. Total consumptive use is 400.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07N	36E	26	NW	NE		IRR	15.0
			SW	NE		IRR	12.0
			NE	NW		IRR	34.0
			NW	NW		IRR	30.0
			SW	NW		IRR	33.0
			SE	NW		IRR	36.0

Section Acres 160.0

Total Acres 160.0

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:
31-0063F.

14. Remarks:
TRANS. 1584 & 2424. CLAIM REFLECTS CURRENT USE OF WATER UNDER
THIS RIGHT.
CHANGE OF OWNERSHIP, 10/30/90/JT

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

ERNEST SAUVE

Decree Plaintiff

vs

W. H. ABBOTT.

Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/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 _____

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: A31-00062F
Date Received: 8/05/1988
Receipt No: 6001095
Received By: SS

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WESLEY GROVER
Address: BOX 1150 HC 69
1980 N. 2500 E.
HAMER, ID 83425
Petersen c/o 208-662-5243

OR

Name: LARUE GROVER
Address: BOX 1150 HC 69
1980 N. 2500 E.
HAMER, ID 83425
208-662-5243

2. Date of Priority: OCT 31, 1917

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
07N	36E	26	NW	NW	NE		JEFFERSON
			SW	NW	NW		JEFFERSON

5. Description of diverting works:

TWO WELLS OPEN DISCHARGE INTO DITCHES FOR FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	05/01	09/01	2.690		

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

A.F.A.

8. Total consumptive use is 400.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A31-00062F

Page 1

Date: 08/05/88



MICROFILMED

NOV 17 1992

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
07N	36E	26	NW		NE		IRR	15.0
			SW		NE		IRR	12.0
			NE		NW		IRR	34.0
			NW		NW		IRR	30.0
			SW		NW		IRR	33.0
			SE		NW		IRR	36.0
							Section Acres	160.0
							Total Acres	160.0

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:
31-0063F.

14. Remarks:
TRANS. 1584 & 2424. CLAIM REFLECTS CURRENT USE OF WATER UNDER
THIS RIGHT.

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

ERNEST SAUVE
Decree Plaintiff

vs

W. H. ABBOTT.
Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

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): Wesley Grover Date: Aug. 5/88
Larue B. Grover Date: Aug 5/88

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 5th day
of Aug. 19 88 Colleen Wray
Notary Public

Seal

Residing at Blaho Falls
My Commission Expires 5/29/1991

Hamer Well

BM 4814

Roadside Rest

Well 4797

Well 4792

BM 4795

BM 4816

Well 4796

Well 4809

Well

Well

Well 4810

Well 4806

BM 4855

R36E

POD

T7N

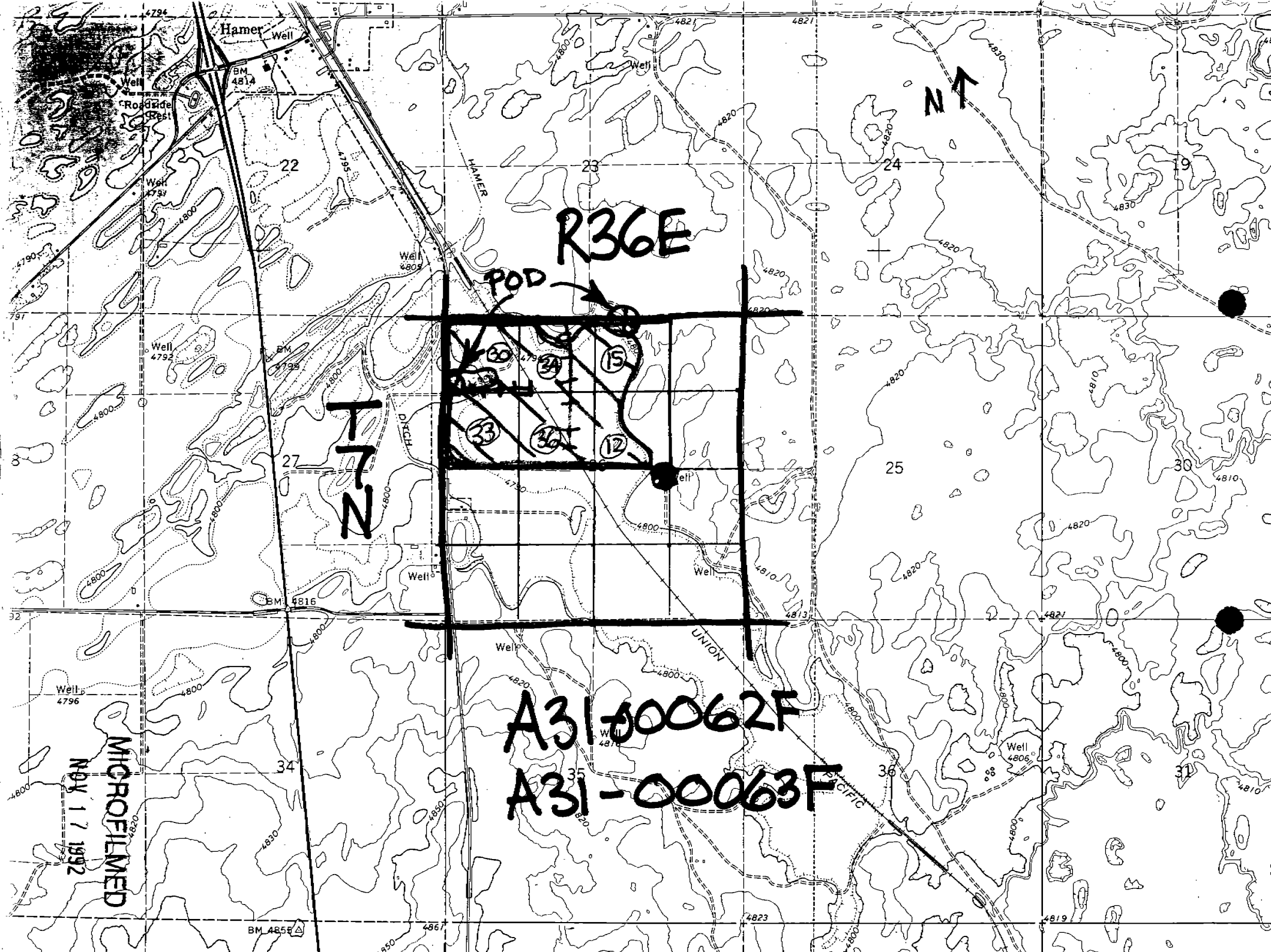
N↑

A31-00062F

A31-00063F

MICROFILMED

NOV 17 1992



IDAHO DEPARTMENT OF WATER RESOURCES

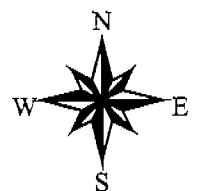
Water Right 31-00062F, 63F

Township 7N Range 36E Section 26



- Point of Diversion - This Water Right
- Point of Diversion - Other Water Rights
- Place of Use - This WR
- Place of Use - Other WR
- Sections
- Quarter-quarter Sections

0 1320 Feet





State of Idaho
DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

July 11, 2000

Cory Petersen
Darla Petersen
1980 N 2500 E
Hamer, Idaho 83425

Re: Amended Claims A31-00062F, A31-00063F, A31-10599,
A31-11364, A31-11365

Dear Mr. and Mrs. Petersen:

Attached are amended claims for the extra lands that we identified on the aerial photography. Even though I typed them up, they are your claims. Please review them carefully, and edit anything you feel is incorrect. If you make corrections, please initial them.

A few things to note:

1. Claims A31-00062F and A31-00063F:

I think I had told you I found 180 acres, but that was a mistake. I was counting the dry bump between the rail road tracks and the east well as "irrigated." The claims show 164 acres, which isn't much more than the original.

2. Claim A31-10600 was split into A31-11364 and A31-11365 by the changes of ownership.
3. I increased the diversion rate on A31-11364 and A31-11365 to match the Water Measurement District Measurement. This comes to more than 1" per acre. I've asked the engineer in Boise to do an analysis to see if we can justify the additional diversion rate. We may not be able to recommend all that is on these claims, but we may be able to recommend some additional, if you submit the amended claims. There is no additional fee for the additional rate.
4. The yellow stickies on the claims identify the extra fees required, at \$1/acre.
5. When you sign your mother's claims, be sure to sign as "representative of Wilma Petersen."
6. The signatures need to be notarized. I can meet you somewhere and do the notarizing, if you like.

Please call me if you have questions or concerns.

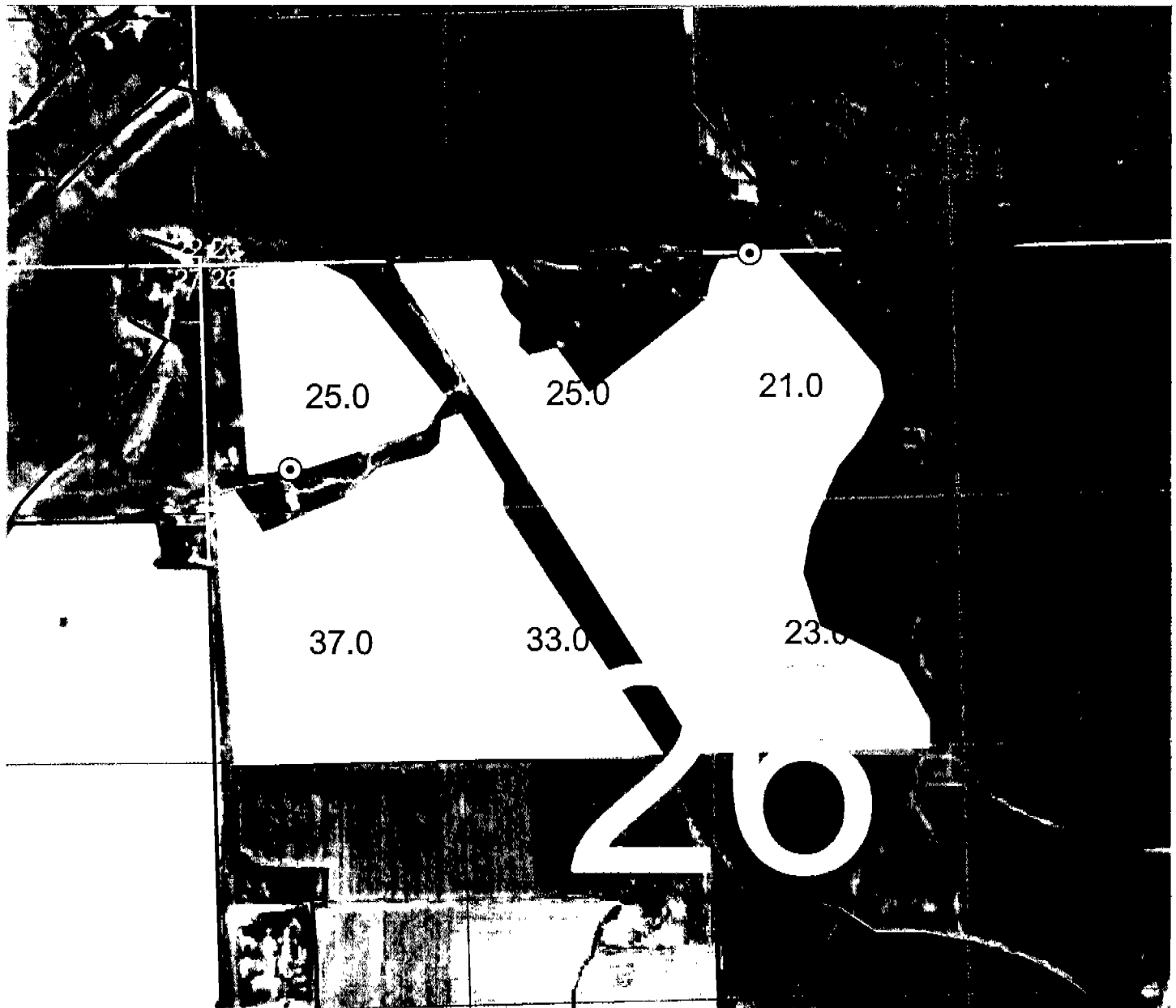
Sincerely,

Bryce A. Contor
Senior Water Resource Agent

IDAHO DEPARTMENT OF WATER RESOURCES

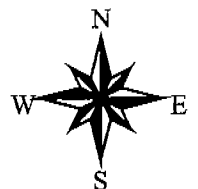
Water Right 31-00062F, 63F

Township 7N Range 36E Section 26



0 1320 Feet

- ⊙ Point of Diversion - This Water Right
- Point of Diversion - Other Water Rights
- Place of Use - This WR
- Place of Use - Other WR
- Sections
- Quarter-quarter Sections



To: A31-00062F
A31-00063F
A31-10599
A31-10600
Fr: Bryce Contor
Date: 6/30/2000

Re: Amended claims

Don Petersen's representative Cory Petersen came in yesterday to discuss the letter regarding amending the above claims to include POU found but not claimed. He requested that I prepare and mail the amended claims when the computer system allows. I'm proceeding with preparation of the shapefiles.

Two items to note:

A31-10599 is based on an old license. Cory identified additional irrigated pasture lands, included on the original license, that I had not identified on the first layouts. These will be added to the amended claim along with the additional POU I identified.

A31-10600 appears to include some POU in section 25, which was not claimed. Cory indicated that this is not BLM land and would like it included on the amended claim.



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

June 27, 2000

Mrs. Don Petersen
2973 W Wild Rose CT
Idaho Falls, ID 83402

Cory Petersen
1980 N 2500 E
Hamer, ID 83425

Re: Adjudication Claims A31-00062F, A31-00063F,
A31-10599, A31-10600

Dear Water Users:

In the process of reviewing your adjudication claims, I've come across some things that need attention.

1. A31-00062F, A31-00063F

These two claims were filed for 160 acres of irrigation. It appears from the transfers in the file and from the aerial photography that we could recommend approximately 175 to 180 acres, if the claims were amended. I sent Cory a brief note about this not too long ago.

There will be no fee for the amendment, but there is a \$1.00 per acre fee for additional acres claimed.

2. A31-10599

This claim was filed for 35 acres of irrigation. It appears from the original license and from the aerial photography that we could recommend approximately 48 acres, if the claim were amended.

3. A31-10600

This claim is a "beneficial use" claim, which means that it is a water right that was perfected before permits or licenses were required, and it has never been decreed in a court case.

To recommend a "beneficial use" right, we need documentation of the priority date. The attached pamphlet describes the types of information that may be useful. If affidavits are provided, some tips to keep in mind are:

- The affidavit specifically identifies the well (something like "Don Petersen's well in Section 26 east of the rail road," or "the well at 7N 36E Section 26 SE ¼").
- The statement is a "first person" statement (I saw, I cut grain for Mr. Petersen, I irrigated...)
- The statement includes dates and specifics of what was observed and/or practiced.
- We are looking for documentation that the diversion works were in place, that they were capable of diverting the claimed amount of water, and that water was actually diverted and applied to beneficial use.

There are two affidavits in the file, one from LaMoyne Barney and one from Reese Sanders. I've attached copies of these affidavits. Both of these appear to document diversion from the well in section 23, claimed under claim A31-10599.

What I need is documentation for the well in section 26, claimed under A31-10600.

Please review this carefully, and call me if you have any questions. I'd like to make the most accurate recommendation possible, and this information will help.

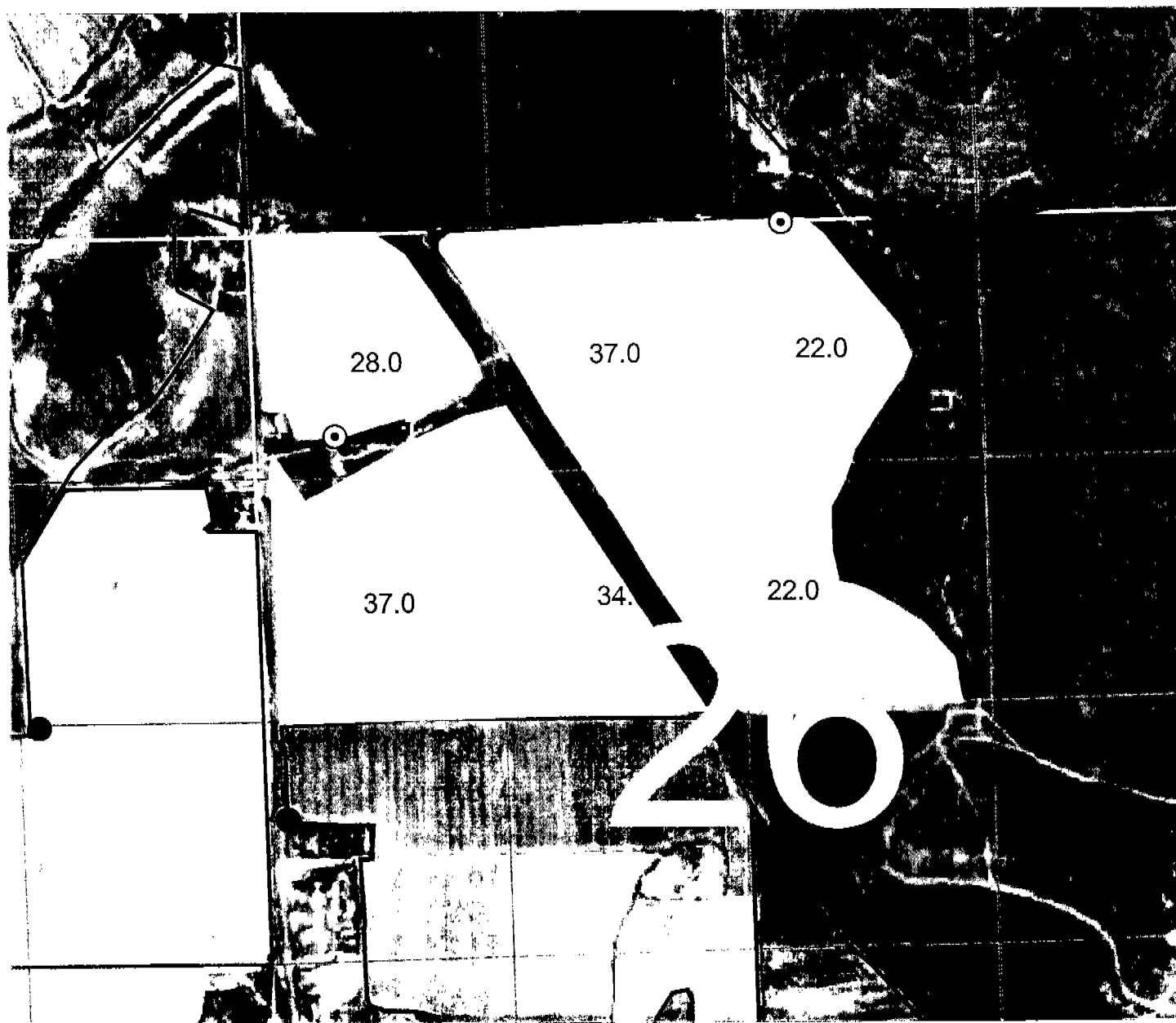
Sincerely,

Bryce A. Contor
Senior Water Resource Agent

IDAHO DEPARTMENT OF WATER RESOURCES

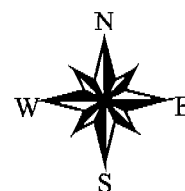
Water Rights 31-00062F, 31-00063F

Township 7N Range 36E



0 1320 Feet

- ⊙ Point of Diversion - This Water Right
- Point of Diversion - Other Water Rights
- Place of Use - This WR
- Place of Use - Other WR
- Sections
- Quarter-quarter Sections





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

Date 6/22/00

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

Cory Petersen
1980 N 2500 E
Hammer, ID

Re: Adjudication Claim(s) A31-00062F, A31-00063F

Dear Water User:

We are currently in the process of reviewing adjudication claims in Basin 31, in preparation for submitting recommendations to the Snake River Basin Adjudication Court.

In reviewing your claim(s) listed above, it appears the irrigated acreage exceeds what is authorized by the claim(s). To provide for irrigation of the additional acres, you need to file an "enlargement claim" or perhaps amend the claim(s) listed above.

Please contact me at (208) 525-7161 if you have further questions or would like to make an appointment to file or amend a claim.

Sincerely,

Dwayne A. Contor
Senior Water Resource Agent

RECEIVED

JUN 02 1997

Department of Water Resources
Eastern Region
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 2424Water Right No. 31-0062
31-0063

APPLICATION FOR TRANSFER OF WATER RIGHT

To Change the Point of Diversion and/or the Place of Use

Name of applicant Wesley Grover Phone 662-5243/5244
Post office address Hamer, Idaho 83425

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

a. Decree to _____ (Name)
in case of _____ vs _____dated _____ in _____ county of _____
Transfer (31-0062) (Name of court)b. ~~License~~ No. 1584 (31-0063) issued by the Idaho Department of Water Resources

c. Claim No. _____ on file with the Idaho Department of Water Resources

2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed or other evidence of ownership of the land to which the right is appurtenant _____

Applicant obtained consent from Hamer Canal Co. to transfer 38 shares of
water to his private well3. Source of water ground water tributary to _____4. Date of priority May 1, 1928 (31-0062); Oct. 31, 1917 (31-0063)

5. Water is used for the following purposes:

31-0062 ^{3*} amount 8.80 for irrigation purposes from 5/1 to 11/131-0063 ^{2*} amount 21.2 for irrigation purposes from 5/1 to 11/1amount _____ for _____ purposes from _____ to _____
(month/day - both dates inclusive)6. Total amount of water under right: a. 30 cubic feet per second
&/or
b. _____ acre feet per annum7. Location of original point of diversion is SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 22
Township 7N Range 36E, B.M., in Jefferson County
Additional points of diversion, if any NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 14, T. 7N, R. 36E, B.M.

8. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
7N	36E	15													20			40	60
		22	40			33			30		32	40	40	31	33	40	40	40	399
		23					40	40	39	40	40	37	32	40	40	40	40	40	468
		26	40	40	40	40	38	40	40	33	38	40	40	40		5	32	2	508
		27	40	40	40	37	31	40	40	32	32	40	40	32	40	38			522
		28			20	40									40	40	40	40	220
		33	39	20	20	40									40	20	40	40	259
		34										40	40						80
		35					40	40	40	40					40	40	40	40	320

Total number of acres to be irrigated 2,8369. Describe any other water rights used for the same purposes as described above None

B. DESCRIPTION OF PORTION OF RIGHT OWNED BY APPLICANT (If the entire right is owned by the applicant, omit part B).

1. Amount of water: a. 3.80 cubic feet per second (1.11 cfs (31-0062)^{3*}
&/or (2.69 cfs (31-0063)^{2*}
b. _____ acre feet per annum
2. Point of diversion SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 22 Township 7N
Range 36E, B.M., Jefferson County
Additional points NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 14, T. 7N, R. 36E, B.M.

3. Place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
7N	36E	26	40	40	40	40	38	40	40	33									311

C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Change in point of diversion

- a. Amount of water to be diverted 3.80 c.f.s. &/or _____ acre feet
- b. Point(s) of diversion NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 26 Township 7N
Range 36E, B.M., Jefferson County
Additional points NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 26, T. 7N, R. 36E, B.M.

- c. Description of diverting works Two wells with pumps and flood irrigation of lands

- d. Describe the reasons for applying for a change in the point(s) of diversion
Wells for Hamer Canal Co. are producing insufficient water to supply all
stockholders. Canal Company is, therefore, allowing individuals to transfer
their shares of water to private wells.

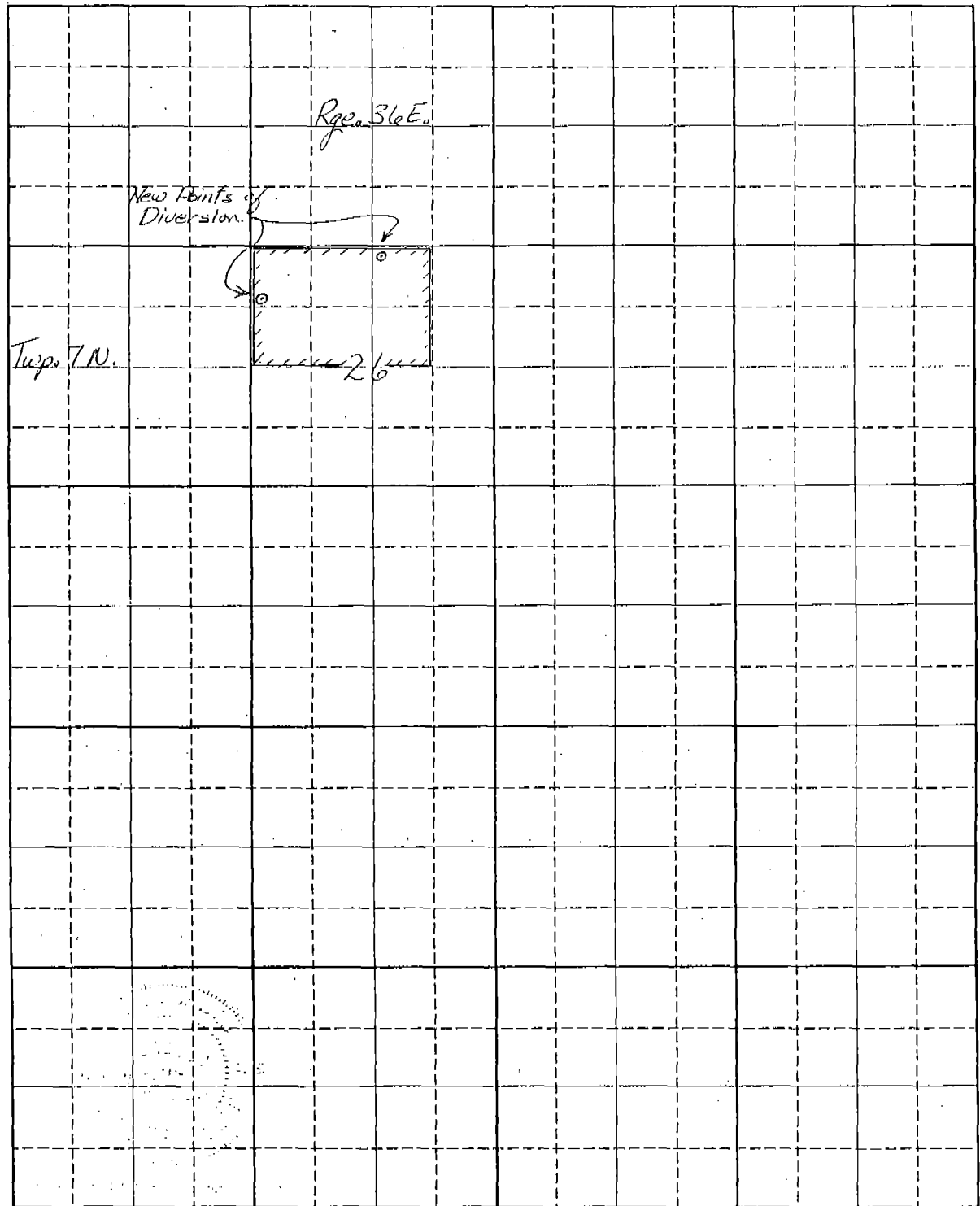
2. Change in place of use

- a. Describe the lands or place of use to which the right will be transferred:

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 $\frac{1}{4}$	
7N	36E	26		20	20		38	37	40	35									190

Total number of acres to be irrigated 190

3. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

4. Remarks One share of water in the Hamer Canal Co. is equivalent to
5 miners inches or 0.10 cfs.

I hereby assert that no one will be injured by such change and the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

Mesley M. Lower
(Signature of applicant)

Subscribed and sworn to before me this 5 day of March, 19 80.

Kathlyn A. Waiper
(Notary public)

My commission expires 2/15/1983

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 31-0062/31-0063 and said application is hereby approved, subject to the following limitations and conditions:

Witness my hand this 25th day of September, 19 80.

Norman C. Young
NORMAN C. YOUNG
Administrator, Resources Admin. Div.

FOR DEPARTMENT USE ONLY

Received by <u>EMC</u>	Date <u>3/4/80</u>	Protest filed by _____
Prelim. check by <u>SM</u>	Fee <u>35.00</u>	_____
Receipted by <u>KW</u>	Date <u>3/5/80 #13835</u>	_____
Published in <u>The Rigby Star</u>	Copies of protest forwarded by _____	
Pub. dates <u>3/20 & 3/27/80</u>	Hearing held by _____ Date _____	
Watermaster recommendation requested on _____	Recommended for <u>approval</u> denial	
_____ rec'd. _____	by <u>EMC</u> <u>Jim</u> <u>DET</u>	

To: Splits of A31-00062 and A31-00063
Fr: Bryce A. Contor
Date: 3/16/2000

Re: Split analysis, competing claims.

These water rights are the splits of the original Hamer Canal Co. rights. They shared a common POU and common POD's. 31-00062 was for 21.2 cfs with priority 10/31/1917. 31-00063 was for 8.8 cfs with priority 5/1/1928. Total is 30.0 cfs. Both are groundwater rights.

Transfer 1584 added points of diversion. Subsequent transfers split off parts of the original right, as individual shareholders began diverting their shares from private wells on their own POU. Some subsequent transfers change POU or POD of these split-off portions. Adjudication claims have been received corresponding to each of these splits by formal transfer.

Following the formal transfers, a portion of the original rights remained unchanged, as recorded in WR record 31-00062Q and 31-00063Q. Competing adjudication claims have been filed on this remaining portion.

This memo outlines the history of splits, and gives some information on competing claims. It relies on the following documentation, which is filed with A31-00062A:

- GIS maps of history of formal transfers. Pages 1 through 10.
- GIS map of competing claims for the remaining portion (WR splits "62Q" and "63Q"). Page 11.
- GIS map showing 1987 irrigation of lands under WR splits "Q." Page 12.
- 1980 NAPP showing 1980 irrigation of lands under competing claims. Pages 13 and 14.
- Close-up from USGS map W41 showing Hamer Canal delivery system, enhanced by GIS. Page 15.
- Memo from president and past presidents of Hamer Canal Company regarding ownership of shares, June 25, 1983. Page 16.
- Affidavit from officials of Hamer Canal Company regarding ownership of shares, 1984. Page 17.

- Stipulation and Agreement of shareholders of Hamer Canal Company, 1980. Page 18.
- Ernie Carlsen memo of conversation w/ Neal Savage, June 1980. Page 19.
- Excerpt from USDA Water Facility Operations Proposal for the Hamer Canal Company, 1941. Pages 20 and 21.
- Second copy of Stipulation and Agreement with cfs notations. Page 22.
- Review of claims and comparison with Stipulation and Agreement. Pages 23 and 24.

The memo also relies on some documentation found in file A31-00062L regarding denied transfer application 2890, and conversations with Harold Jones and Ernie Carlsen. Jones and Carlsen were involved in the original transfers and in the investigation of application 2890.

I. History of Place of Use

While the decreed place of use covered approximately 3140 acres, Mr. Jones and Mr. Carlsen indicate that this was at best a service area rather than an actual place of use. With the severe leakage of the canal and the sandy soils in the area, 30 cfs would have been adequate for only a fraction of the original decreed acres.

GIS map # 12 shows that some of the areas covered by WR splits "Q" were not under irrigation in 1987 and likely had not been for some time. Jones and Carlsen recall that additional GW licenses were developed for other lands under the Hamer Canal. Documentation in 31-00062L shows this for the Wade Yearsley places of use, and the WR and AJ databases bear this out for lands in section 23. Other places of use were not investigated.

It appears that all of the competing claims "L," "K," "Q," and "S" all were under irrigation in 1980 and 1987. "L," however, is in a location that could not physically have been served by the Hamer Canal but would have to represent an accomplished transfer. This claim in fact is based upon the denied transfer application 2890. Jones and Carlsen indicate that they found no evidence that no original Hamer Canal lands were dried up to accommodate the transfer. Conversation memos in A31-00062L indicate that the claimant acknowledges that all the original Hamer Canal lands were still being irrigated.

Claims "K," "Q," and "S" are in locations where irrigation from the Hamer Canal would have been physically possible.

II. Overlapping Water Rights on Competing Claims

Claims "L" are overlapped by license 31-02337 and claim A31-02337. The license authorizes 1.68 cfs on 84 acres (0.02 cfs/acre). The AJ claim is for 112 acres, which is substantiated by GIS analysis.

The claimant appears to have an ownership claim on the unallocated Hamer Canal rights (see "ownership" below). Because no Hamer Canal lands have been dewatered, the Hamer Canal rights will have to overlap the licensed right, rather than cover the enlargement acres. The license is already for 0.02 cfs/acre, but since the lands are surface irrigated, a Hubble analysis might justify additional diversion rate on the licensed 84 acres. However, this becomes problematic in light of the enlargement; how do we justify a need for additional diversion rate, and at the same time justify additional acres without additional diversion rate? (Note that NWMD measured over 6.0 cfs; the license is for 1.68.)

Claimant has been requested to provide additional documentation of the history of the use of the claimed right. Further analysis and investigation will be filed in A31-00062L. At first blush it appears that even though claimant may have title to the right, there has not been a valid accomplished transfer or enlargement of the original Hamer Canal rights. Upon receipt of documentation I will continue review.

Claims "Q" are not overlapped by any WR or claim. I've requested documentation of use and ownership from claimant. Upon receipt, I will begin CVR investigation.

Claims "S" are overlapped by beneficial use claim A31-10503 and license-based claim A31-07203. These overlaps have not been investigated. Ownership review below indicates the claimant does have an interest in the Hamer Canal rights. I have also requested documentation and will proceed with CVR review upon receipt.

III. Ownership

Documentation of ownership is incomplete and contradictory:

1. Memo from past presidents of Hamer Canal Co. (1983, p. 16) indicates that "existing water rights in the Upper Hamer Canal Company, now belong to Dave Murdock and Loren McGarry." This is contradicted, however, by Rene Shurtliff's ownership documentation in transfer 4911 (1997). It is unclear if there may also be others with legitimate claims to the water apparently granted to Murdock by this memo. Specifically, it is unclear who now has title to the shares of Shirley and Lounsbury (see items 3, 4, and 5).
2. Affidavit of officials of Hamer Canal Co. (1984, p. 17) indicate that Dave Murdock "has purchased water rights in excess of the amount he is still using" and that he specifically had purchased the rights to 212 acres in sections 22

and 28. Wade Yearsley, owner of the lands, provided an affidavit that the Hamer Canal Water had been used on those lands but no longer is, and that he had no claim on the Hamer Canal shares. However, documentation in A31-00062L shows that those places of use continued to be irrigated under other rights and claims.

3. Stipulation and Agreement (1980, p18) accounts for 18.1 cfs of the 30.0 decreed cfs. The Neal Savage conversation memo (1980, p. 19) indicates that all the shareholders signed the Stipulation and Agreement. However, the list itself appears to only be a list of shares proposed to be transferred out of the company. No number of shares is listed for signers Ralph Lounsbury, Loren McGarry, or Dan Murdock. Further, "zero" shares are listed for Rene Shurtliff.
4. Water Facilities Operation Proposal (Pages 20 and 21) indicates that in 1941 there were 322 shares of stock outstanding. The stipulation asserts 5 miners inches per share. $30 \text{ CFS} \times 50 \text{ inches/cfs} \times 1 \text{ share/5 inches}$ indicates 300 shares outstanding.
5. The copy of the Stipulation and Agreement with cfs notations (Page 22) accounts for all of the stipulated shares except Lynn Shirley's.
6. Review of Claims (Pages 23 and 24) identifies claims associated with McGarry ("A"), Murdock's original shares ("K"), and Shurtliff ("J").

Murdock's "L" claim, and Dalling's "Q" claim, are not linked back to any signers of the Stipulation and Agreement or any of the stipulated shares.

The review accounts for all the stipulated shares except Shirley's and all the signers except Lounsbury and Shirley.

IV. Diversion Rate

The decreed diversion rate was 30.0 cfs. However, the Water Facilities Operation Proposal (Pages 20 and 21) indicates that in 1941, the canal was "assessing 322 shares of stock... and delivering approximately two miner's inches of water per share." This is only about 13 cfs. However, it is likely that part of the proposal, and part of transfer 1584, were efforts to recover diversion capacity lost to declining pumping water levels.

The formal transfers were all processed under the assumption that the original diversion rate was valid and I plan to do the same with AJ claims, as ownership and historical use documentation allows.

To: Splits of A31-00062
Fr: Bryce A. Contor
Date: 2/17/2000

Re: Split History

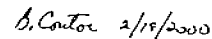
Attached are split histories for the WR side and AJ side. Primary documentation is in A31-00062A. Additional documentation is in A31-00063A, A31-00062J, and A31-00062H.

Claim A31-00062H, corresponding to WR 31-00062H, needs to be split per T4923. Transfer split WR into portions "S" and "T," but claim "S" has already been used to represent a part of original WR 31-00062Q.

Four claims -- A31-00062K, A31-00062L, A31-00062Q, and A31-00062S -- appear to have their basis in WR 31-00062Q. These will need careful research of ownership history, original POU, and accomplished transfer. Memo in splits of '63 indicates that 31-00062Q is underclaimed, but this is incorrect. Both 31-00062Q and 31-00063Q are overclaimed.

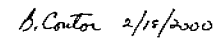
Note that Hamer Elementary School has an irrigation well that may also reflect part of the original Hamer Canal Co. right. See file A31-10292.

Split History of 31-00062
w/ side — w/ the



Sum to 21.2 cfs

1. ϵ



sum to 21.2 cfs

WATER RIGHT NUMBER	NAME	CFS
31-00062	SPLIT INTO 31-00062A & 31-00062B BY TRANS. 2403.	
31-00062A	SPLIT INTO 31-00062C & 31-00062D BY TRANS. 2423.	
31-00062B	Split into 31-00062L & M by Trans. 3394.	
31-00062C	SPLIT INTO 31-00062E & 31-00062F BY TRANS. 2424.	
31-00062D	THIS RIGHT SPLIT INTO PARTS N & P THRU APPROVED TRANSFER NO. 4780	
31-00062E	SPLIT INTO 31-00062G & 31-00062H BY TRANS. 2425.	
31-00062F	GROVER , WESLEY	2.69
31-00062G	RIGHT SPLIT INTO 31-00062J & K.	
31-00062H	RIGHT SPLIT INTO PARTS S & T THRU APPROVED TRANSFER NO. 4932.	
31-00062J	RIGHT SPLIT INTO PARTS Q & R THRU APPROVED TRANSFER NO. 4911.	
31-00062K	LOREN MCGARRY RANCHES	4.03
31-00062L	SAVAGE , NEAL	1.24
31-00062M	SAVAGE , NEAL	0.74
31-00062N	SAVAGE , AARON	2.12
31-00062P	DALLING , BRENT	0.71
31-00062Q	HAIER CANAL CO	5.60
31-00062R	SHURTLIFF , LELLA SHURTLIFF , RENE	1.61
31-00062S	SANDERS , REESE	1.87
31-00062T	SANDERS , REESE	0.59

 $\Sigma = 21.20$

WR database agrees w/ this
analysis 2/18/2000 BAC

Claim A31-00062/63 Splits
Doc Source Microfiche
31-00062 Sheet 6
Date 2/18/00 Sig. B. Center

WR5809NP
No. 31-00062F

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 02/15/00
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	WESLEY GROVER HAMER ID 83425	10/31/1917	IRRIGATION	05/01 09/01	2.690 CFS	2.690 CFS
TOTAL DIVERSION:					2.690 CFS	OK

Water Source: GROUNDWATER

Tributary to:

Stage: DECREED

Point(s) of Diversion: T07N R36E S26 NWNE NWNW JEFFERSON 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
07N	36E	26	:			20	20	:		38	37	40	35	:						:	190.0
																				TOTAL ACRES	190.0

Pou County: JEFFERSON

Remarks: GEN TRANS. 1584 & 2424.

Dates:	App. Received:	Priority Date:	10/31/1917
	Proof Due Date:	Proof Made Date:	
	Exam Made Date:	Exam Sent to S.O.:	
	Licensed Date:		

Misc: Water District Number: 31 Field Exam Fee:

Audit: 07/15/85 05/22/88 CONVERT 02/06/98 CLEARFLD

As claim 160



State of Idaho
DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

October 30, 1990

CORY PETERSEN
1980 NORTH 2500 EAST
HAMER ID 83425

RE: Change in Ownership A31-00062F, A31-00063F,
A31-10242 and A31-10243

Dear Cory,

Your request for Change in Ownership submitted for Notices of Claim A31-00062F, A31-00063F, A31-10242, and A31-10243 has been processed and the Notices modified to reflect you as the new owner.

Enclosed are typed Notice(s) with your name shown as the current owner. Review the forms(s) and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep this Notice(s) for your records.

Respectfully submitted,

A handwritten signature in cursive script, reading 'Ernest Carlsen'.

Ernest Carlsen
Adjudication Supervisor

EC:jt

Enclosure: Printed Notices of Claim

File: P

MICROFILMED
NOV 17 1992

RECEIVED

OCT 29 1990

Department of Water Resources
Eastern District 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): A31-00062F, A31-00063F, A31-10242, A31-10243

[] Name and Address of
Former Claimant(s): WESLEY GROVER

[] New Claimant(s): CORY OR PARLA PETERSEN

[] New Mailing Address: 1980 NORTH 2500 EAST
HAMER, ID. 83425

New Telephone Number: (208) 662-5467

[] 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: CONTRACT OF SALE
(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): Cory Petersen

Date: 10/29/90

MICROFILMED

NOV 17 1992

CHANGE IN OWNERSHIP

Page 2

[] Signature of Former Claimant(s): _____

Date: _____

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

After form has been completed, please return to the nearest IDWR office below:

WESTERN REGIONAL OFFICE

2735 AIRPORT WAY
BOISE, IDAHO 83705
(208) 334-2190

EASTERN REGIONAL OFFICE

150 SHOUP SUITE #15
IDAHO FALLS, IDAHO 83402
(208) 525-7161

STATE OFFICE

1301 N. ORCHARD ST.
STATEHOUSE MAIL
BOISE, IDAHO 83720
(208) 327-7906

SOUTHERN REGIONAL OFFICE

222 SHOSHONE STREET EAST
TWIN FALLS, ID 83301
(208) 734-3578

NORTHERN REGIONAL OFFICE

1910 NORTHWEST BLVD. SUITE 210
COEUR D'ALENE, IDAHO 83814
(208) 765-4639

CONTRACT OF SALE

THIS AGREEMENT is made and entered into this 29th day of October, 1990, by and between WESLEY M. GROVER and LARUE GROVER of Hamer, Jefferson County, Idaho, hereinafter referred to as SELLERS, and CORY PETERSEN and DARLA FAYE PETERSEN of 2580 East 2100 North, Hamer, Jefferson County, Idaho, hereinafter referred to as PURCHASERS.

WITNESSETH:

1. CONSIDERATION AND PROPERTY DESCRIPTION: For and in consideration of the sum of Two Hundred Fifteen Thousand Dollars (\$215,000), lawful money of the United States of America, to be paid by the PURCHASERS as is hereinafter provided; the SELLERS agree to sell and convey, and the PURCHASERS agree to purchase all that certain lot, piece and parcel of land, situate, lying and being in Jefferson County, Idaho described as follows, to wit:

The North Half of Section 26, Township 7 North, Range 36, E.B.M., LESS the railroad right-of-way.

Also included are the BLM grazing rights, fuel tanks, calf feeder, refrigerator, range, and garage door opening system. All out buildings, water systems, and graineries.

Together with water rights in the Hamer Canal Company and Water Right No. 3104019, 31-00062F and 31-00063F.

(a) Subject to all existing easements or claims of easements, patent reservations, rights-of-way, protective covenants, zoning ordinances and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

(b) Pending payment in full, PURCHASERS shall be entitled to vote shares in any canal, irrigation district or water company.

2. PURCHASE PRICE - INTEREST - ACCELERATION: The PURCHASERS agree to pay the purchase price of Two Hundred Fifteen Thousand Dollars (\$215,000), as follows:

(a) Eighty Five Thousand Dollars (\$85,000) down, the receipt of which is hereby acknowledged.

It is agreed Fifty Five Thousand Dollars (\$55,000) of the above down shall be applied toward purchase of the home and Thirty Thousand Dollars (\$30,000) applied toward the purchase price of the balance of the property.

(b) The balance of One Hundred Thirty Thousand Dollars (\$130,000) shall be paid at the rate of Twenty Thousand Two Hundred Fifty-seven Dollars and 90/100 (\$20,257.90) per year with the first such payment due one (1) year from the date hereof, and a like payment each succeeding year thereafter for a total of ten (10) such equal annual payments. The unpaid balance shall earn interest at nine percent (9%) per annum and each payment shall be applied first to interest due and the balance to principal.

(c) The last payment may need to be larger or smaller because of interest accumulation, but whatever the amount, the Contract balance shall be paid in full with the their payment.

MICROFILMED

NOV 17 1992

(d) PURCHASERS may not prepay all or any portion without prior consent of SELLERS; provided, in the event both SELLERS become incompetent or if both should die, then and in that event, PURCHASERS may prepay without prior written consent.

(e) If payments are not paid in the manner and at the time or times as above stated, the entire unpaid balance, both principal and interest, will become immediately due and collectible at the option of SELLERS. Failure of the SELLERS to accelerate upon default shall not constitute a waiver of such right in the event of a subsequent default.

3. FALSE REPRESENTATIONS AND WARRANTIES: It is mutually understood and agreed that the property being sold under the terms of this Contract has been inspected by the PURCHASERS and that the same is being purchased by them wholly as the result of said inspection and not upon any representation made by the SELLERS, their agents, and/or attorneys, and the PURCHASERS hereby waive any and all claims for damages by reason of any cancellation or foreclosure of this agreement, or otherwise, because of any representation made by any person, whomsoever, other than as is contained in this agreement.

4. TRUTH-IN-LENDING -- UNIFORM CONSUMER CREDIT CODE: It is hereby disclosed by the SELLERS on this date, and acknowledged by the PURCHASERS, that the SELLERS are not persons who, in the ordinary course of business regularly extend, or arrange for the extension of consumer credit of this kind, or offer to extend or arrange for the extension of such credit, and said SELLERS do not regularly engage as SELLERS in credit transactions of the kind included within this agreement, and are, consequently, exempt from the provisions of the Federal Truth-in-Lending Act and/or the Uniform Consumer Credit Code of the State of Idaho.

5. POSSESSION: Possession shall be delivered to the PURCHASERS upon execution hereof and PURCHASERS shall be entitled to remain in possession so long as they are not in default under the terms of this agreement provided:

(a) SELLERS may remain in the home through November 5, 1990, without payment of rent. They must vacate the premises not later than November 5, 1990.

(b) SELLERS shall be entitled to possession of all out buildings on November 11, 1990.

(c) SELLERS shall be entitled to possession of the farm land January 1, 1991.

(d) SELLERS shall remove all of their personal property such as machinery, tools, tack, and miscellaneous not later than November 15, 1990.

6. TAXES AND ASSESSMENTS: SELLERS agree to assume and pay all taxes and assessments for 1990 and theretofore; PURCHASERS shall assume and pay all taxes and assessments for the year 1991 and thereafter.

7. ESCROW: It is mutually understood and agreed that the following documents shall be placed in escrow with the First Security Bank, at Rexburg, Idaho:

1. Executed Original Contract of Sale.
2. Executed Original Warranty Deed.
3. Executed Original Quitclaim Deed.

All payments shall be made directly to the escrow holder commencing with the payment due October 29, 1991. The escrow fee shall be shared equally between the SELLERS and the PURCHASERS.

8. WARRANTY DEED AND TITLE INSURANCE: It is mutually understood and agreed by and between the parties hereto that upon full payment of the purchase price, the SELLERS shall furnish a Warranty Deed, and shall convey a good and marketable title, free and clear of any and all liens, encumbrances, taxes or assessments of whatsoever nature, except those liens, encumbrances, taxes or assessments which, by the terms of this contract the PURCHASERS have specifically agreed to assume and pay, or which they create. Also subject to easements and rights-of-way for highways, roads, ditches, canals, pole, power and transmission lines as they may exist, and any other easements or claims of easements, protective covenants, zoning ordinances and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises, and subject to the usual printed exceptions contained in the title policies currently being issued.

SELLERS agree to furnish title insurance indicating title in that condition upon execution hereof.

9. WASTE: It is hereby agreed that during the term of this Contract, the PURCHASERS shall maintain the property in as good a condition as the property is at the date of this Contract of Sale, keep said property clean and free from noxious weeds, care for and keep said property in a good and neat appearance, and protect the collateral position of the SELLERS herein.

10. INDEMNIFICATION: PURCHASERS shall indemnify and save harmless the SELLERS against any and all claims and liabilities for claims arising from the conduct, use of, or management of, or from any work or thing whatsoever done in or about the demised premises, or any building or structure thereon, or arising from any accident, injury or damage whatsoever, however caused, to any person or persons or to the property of any person or persons, corporation or corporations, occurring during the existence of this Contract, on, in or about the same premises, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claims or any action or proceeding being brought against the SELLERS by reason of any such claims. PURCHASERS, upon notice from SELLERS, shall resist or defend any such action or proceeding.

aforesaid, then SELLERS may elect to do any one or more of the following:

(a) Declare the entire unpaid balance on the Contract, including principal, interest, taxes, assessments, attorney's fees, and any other sums owing SELLERS to be immediately due and owing.

(b) Bring an action for specific performance of the terms, covenants and conditions of this agreement, and to require and enforce full and complete performance by PURCHASERS of said terms, covenants and conditions.

(c) Rescind this Contract and recover full and complete restitution from PURCHASERS.

(d) Affirm this Contract and bring an action for breach of Contract against PURCHASERS for the collection of all obligations of PURCHASERS under the terms of this Contract and all other damages suffered by SELLERS as a result of the default and breach by PURCHASERS.

(e) Bring suit to establish the balance owing hereunder as a debt due by PURCHASERS to SELLERS and to foreclose this Contract as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho relating to the foreclosure of real estate mortgages, including the right to a deficiency judgment. No notice to PURCHASERS of the election to pursue this remedy is required prior to suit.

(f) Declare this Contract to be terminated due to said default. In that event, this Contract shall be immediately terminated and PURCHASERS shall forfeit all rights to said premises, and all payments made hereon shall be retained by SELLERS as liquidated damages for breach of this Contract. In that event, PURCHASERS agree to immediately surrender possession of the premises, and any improvements made thereon shall attach to and become a part of the real property and shall be retained as liquidated damages.

(g) To pursue any other remedy in law or equity to enforce the performance of this contract, or to recover damages for the breach thereof.

(h) Bring an action against PURCHASERS for strict foreclosure of this Contract of Sale.

RELIEF UNDER ANY AND ALL REMEDIES:

(i) No matter which one or more of the above remedies SELLERS pursue, they shall be entitled in addition to the relief described, attorney's fees and all costs including costs of title search which right shall survive forfeiture and/or termination of this Contract.

(j) To reclaim from the escrow holder all papers placed therein, including a Quitclaim Deed, from PURCHASERS to SELLERS, which the parties agree shall be made a part of the escrow.

(k) The default period in this Contract and in the escrow agreement shall run concurrently.

14. COST TO PREPARE NOTICES: In the event it is necessary for SELLERS to cause any notice in writing to be given under the preceding paragraph, and following said notice the default is cured, PURCHASERS nevertheless agree to pay all attorneys fees

incurred by SELLERS leading to the sending of the notice, and the preparation thereof, in an amount of not less than \$100.00. It is agreed the default will not be fully cured until said fees are paid.

15. FIRE INSURANCE: PURCHASERS agree to maintain fire and casualty insurance on the improvements on the described property in an amount of not less than \$75,000, and to name SELLERS as loss payees thereon as their interest may appear, and to furnish SELLERS a copy of said insurance policy. Failure to maintain said insurance and keep it current shall be considered a serious and substantial default under the terms of this Contract.

16. ASSIGNMENT OR SALE OF CONTRACT: No assignment or sale of this Contract, or interest therein, or in the property described herein, shall be made without the written consent of the SELLERS, provided such consent shall not unreasonably be withheld.

17. HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES: All covenants and agreements herein contained shall extend and be obligatory upon the heirs, executors, administrators, personal representatives, successors and assigns of the respective parties hereto.

18. COSTS OF TRANSACTION: SELLERS are required to pay the legal fees for preparation of this Contract and related documents. The parties may have agreed between themselves that PURCHASER^C shall reimburse vendor for one-half the fees and expenses for having the Contract and related documents prepared.

19. FULL AGREEMENT: This agreement represents the complete and entire agreement between the parties. There are no oral agreements or representations.

20. ATTORNEY'S FEES: In the event it is necessary for either party to commence an action to enforce or defend any covenant contained herein, or to terminate any rights hereunder, or to institute suit hereunder, the unsuccessful party agrees to pay all reasonable attorney's fees of the successful party, together with all costs, including searching records to determine condition of title, which sum shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in the acknowledgements hereinafter set forth.

SELLERS:

Larue Grover
LARUE GROVER
Witnessed by
Larue Grover
LARUE GROVER as attorney
in fact for WESLEY GROVER

PURCHASERS:

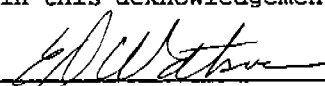
Cory Petersen
CORY PETERSEN
Darla Faye Petersen
DARLA FAYE PETERSEN

STATE OF IDAHO)
County of Jefferson) ss

On this 29th day of October, 1990, before me, the undersigned, a Notary Public in and for said state, personally appeared LARUE GROVER, known to me to be the person whose names are subscribed to the foregoing, and known to me to be the person who is attorney in fact for WESLEY GROVER, and acknowledged to me that she executed the same for herself and as attorney in fact for WESLEY GROVER.

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

(seal)



Notary Public for Idaho
Residing at Rigby, Idaho
Commission Expires: 5-12-93

STATE OF IDAHO)
County of Jefferson) ss

On this 29th day of October, 1990, before me, the undersigned, a Notary Public in and for said state, personally appeared CORY PETERSEN and DARLA FAYE PETERSEN, known to me to be the persons whose names are subscribed to the foregoing, and acknowledged to me that they executed the same.

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

(seal)



Notary Public for Idaho
Residing at Rigby, Idaho
Commission Expires: 5-12-93