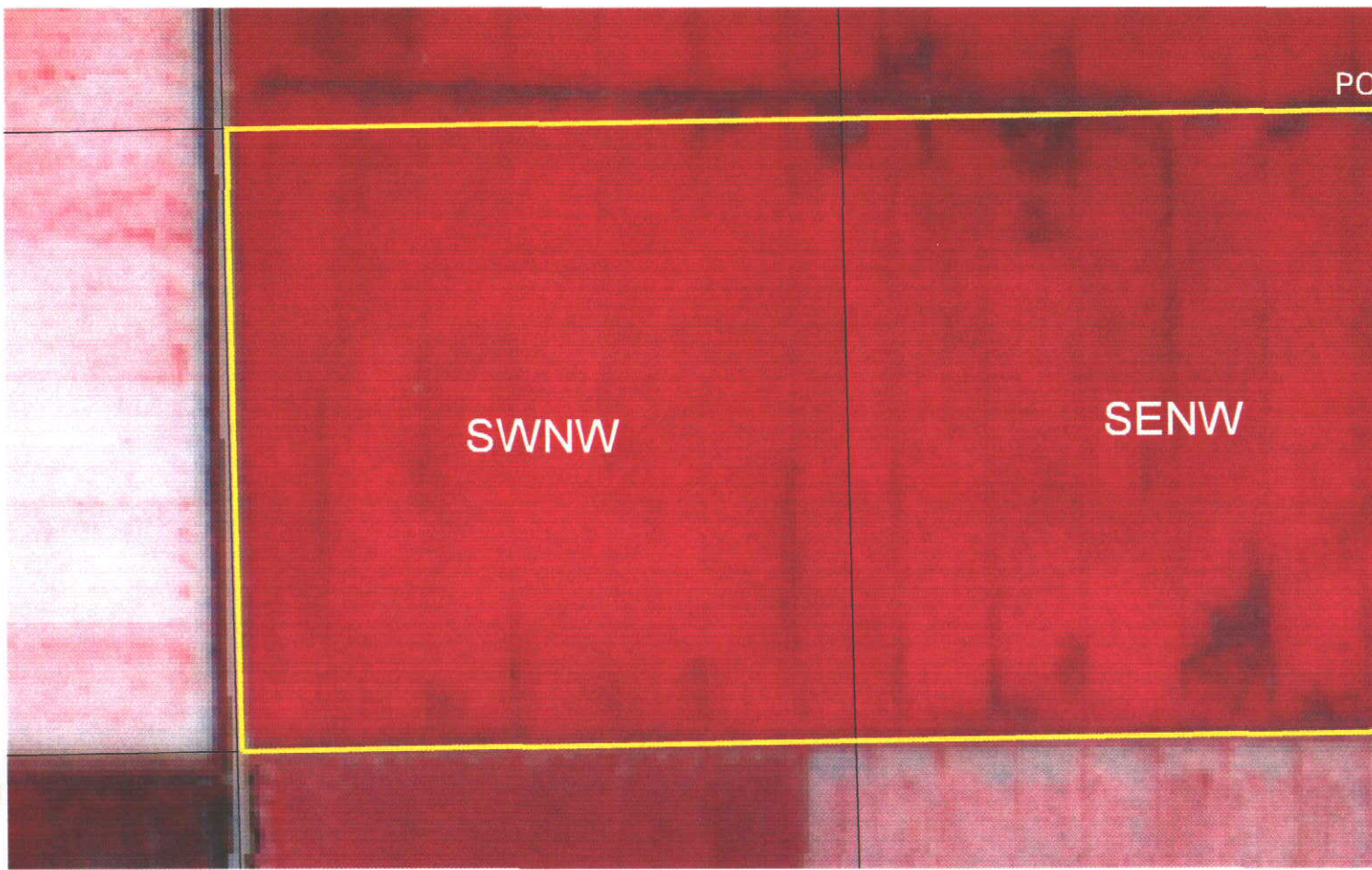


31-07167B



660

0

660

1320

T07N R33E S14

Map prepared by: Carter Fritschle

Date prepared: 05-10-99

1987-1988 NAPP photography

12/07/2000

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 31-7167B

NAME AND ADDRESS: BARBARA CARPENTER
SCOTT CARPENTER
2196 N 800 E
TERRETON, ID 83450

SOURCE: GROUND WATER

QUANTITY: 1.6 CFS
280 AFY

PRIORITY DATE: 07/01/1975

POINT OF DIVERSION: T07N R33E S14 SENENW Within JEFFERSON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	4-01 11-01	1.60 CFS 280.00 AFY

PLACE OF USE:

IRRIGATION Within JEFFERSON
County

T07N R33E S14	SENW	40	T07N R33E S14	SWNW	40
---------------	------	----	---------------	------	----

80 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

RIGHT NO. 31-07167A IS ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE.

AJ0749NP
No. A31-07167B

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

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE
C	SCOTT CARPENTER	07/01/1975	IRRIGATION	03-01 11-15	1.60 CFS
C	BARBARA CARPENTER 2196 N 800 E TERRETON ID 83450 (208) 657-2510		STOCKWATER	08-20 12-01	0.30 CFS
TOTAL DIVERSION: CONSUMPTIVE USE:					1.60 CFS

Water Source: GROUNDWATER

Tributary to:

Stage: LICK

Point(s) of Diversion:

T07N R33E S14

NENW

JEFFERSON CO

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE										
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE
				Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac
07N 33E 14 :								:	40 40 :				:					:				

TOTAL ACRES

Place of use location for STOCKWATER is the same location as described for: IRRIGATION

POU County: JEFFERSON

Non-Irrigation Uses: STOCKWATER; 6500 SHEEP

Other Rights: NONE

Remarks: GEN CHANGED OWNERSHIP 1/19/95/JT/GT
CHANGED OWNERSHIP JH/ 4-23-98

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

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: **A31-07167B**
Date Received: 11/29/1988
Receipt No: E004647
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: DEAN CARPENTER 208-657-2205
Address: 2154 N 800 E
TERRETON ID 83450

AND/OR

Name: SCOTT CARPENTER 208-657-2510
Address: 2196 N 800 E
TERRETON ID 83450

2. Date of Priority: JUL 1, 1975

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07N	33E	14	NE	NW			JEFFERSON

5. Description of diverting works:

WELL 300' W/ 400HP PUMP INTO DITCH-1/2 MILE TO 13 HEADGATES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/01	11/15	1.600		
STOCKWATER	08/20	12/01	0.300		

7. Total Quantity Appropriated is:

1.600 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 200.0 Acre Feet Per Annum.

9. Non-irrigation uses:

STOCKWATER; 6500 SHEEP

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07N	33E	14	SW	NW		IRR	40.0
			SE	NW		IRR	40.0
Section Acres							80.0
Total Acres							80.0

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:
NONE

14. Remarks:
CHANGED OWNERSHIP 1/19/95/JT/GT

15. Basis of Claim: LICENSE

MICROFILMED

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: **A31-07167B**
Date Received: 11/29/1988
Receipt No: E004647
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: SAM DAVIS
Address: 2160 N 800 E
MONTEVIEW ID

208-657-2204

83435

OR

Name: JIMM DAVIS
Address: 2160 N 800 E
MONTEVIEW ID

208-657-2204

83435

2. Date of Priority: JUL 1, 1975

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07N	33E	14	NE	NW			JEFFERSON

5. Description of diverting works:

WELL 300' W/ 400HP PUMP INTO DITCH-1/2 MILE TO 13 HEADGATES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/01	11/15	1.600		
STOCKWATER	08/20	12/01	0.300		

7. Total Quantity Appropriated is:

1.600 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

200.0 Acre Feet Per Annum.

9. Non-irrigation uses:

STOCKWATER; 6500 SHEEP

A3107167B



10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07N	33E	14	SW	NW		IRR	40.0
			SE	NW		IRR	40.0
					Section Acres		80.0
					Total Acres		80.0

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:
NONE

14. Remarks:

15. Basis of Claim: LICENSE

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 A31-07167 MB
Date Received 11-29-88
Receipt Number E004647

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) SAM^{or} Simon DAVIS Phone (208) 657 2204

Mailing Address 2160 N 800 E Montevideo ID Zip 83435

2. Date of Priority (Only one (1) per claim) Feb 1974 - July 1-1975

3. Source of water supply (a) Ground water
which is tributary to (b) _____

4. a. Location of existing point of diversion is: Township 7 N Range 33 E Section 14,
NE
5 1/2 1/4 of NW 1/4 of _____ 1/4, Govt. Lot, _____ B.M., County of Jefferson

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. well 300' pump 400 horse
Ditch 1/2 mile 13 head gates

MICROFILMED

DEC 09 1992

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For IRRIGATION purposes from MAR 1 to NOV 15 amount 1.6 or _____

For STOCK purposes from AUG 20 to DEC 1 amount 0.30 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 1.60 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 200 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) 6500 sheep

10. Description of place of use:

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

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>7 N</u>	<u>33 E</u>	<u>14</u>							<u>40</u>	<u>40</u>									<u>80</u>

Total number of acres irrigated 80

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

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

13. Describe any other water rights used at the same place and for the same purposes as described above.

or None (☒)

14. Remarks:

MICROFILMED

DEC 09 1992

Last Name _____ Ident No. _____

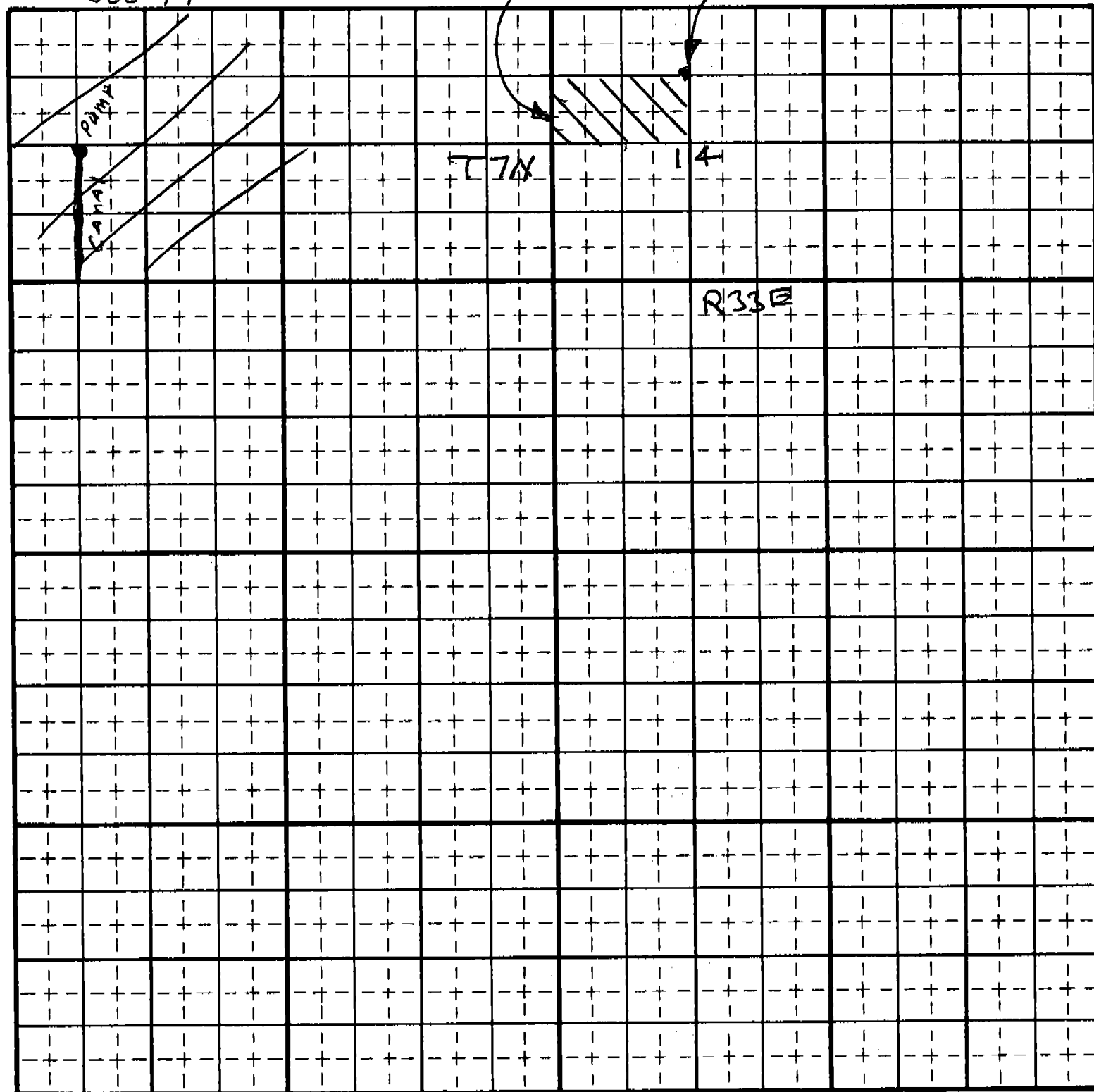
Copies: White -State, Yellow-Claimant

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

Scale: 2 inches equals 1 mile

TWN- 7N Rn9 33 E 3m

Sec 14



MICROFILMED

DEC 09 1992

Last Name _____ Ident No. _____

Copies: White-State, Yellow-Claimant

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

Decree _____

If applicable provide IDWR Water Right Number 31-7167

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments _____

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

Signature of Claimant (s) Samuel R. Davis Date 11-29-88

Date _____

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

Title

of _____, that I have signed the foregoing

Organization

document in the space below as _____ of _____

Title

Organization

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

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 29th day of Nov 19 88

SEAL

Notary Public Julien Wray

Residing at Idaho Falls

My Commission Expires 5/29/1991

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

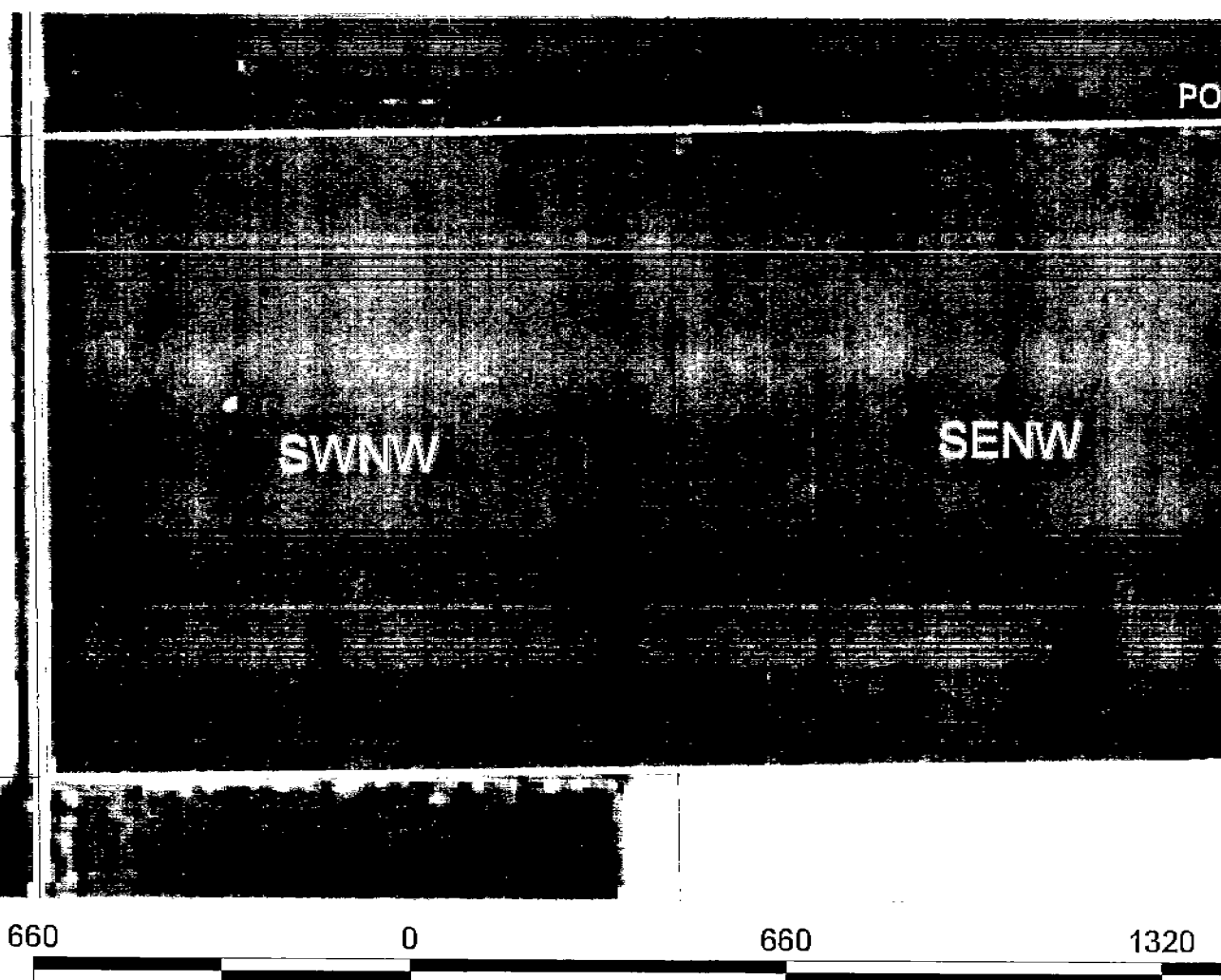
MICROFILMED

DEC 09 1992

Last Name _____ Ident. Number _____

Copies White-State, Yellow-Claimant

31-07167B



T07N R33E S14

Map prepared by: Carter Fritschle
Date prepared: 05-10-99
1987-1988 NAPP photography

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:03:24
03/29/93

PAGE: 1
GENERAL INFORMATION

407
CLAIM NUMBER: A31-9715

LAST: DAVIS
ADDRESS: 2160 N 800 E
CITY: MONTEVIN
PHONE NUMBER: 208-657-2204

FIRST: JIMM

STATE: ID ZIP: 83435

OWNER CODE: C

LAST: DAVIS SHEEP CO.
ADDRESS: C/O DAVIS
RT. 1 BOX 51
CITY: ST. ANTHONY
PHONE NUMBER: 208-000-0000

FIRST:

STATE: ID ZIP: 83445

OWNER CODE: 0

LAST: DAVIS
ADDRESS: 2160 N 800 E
CITY: MONTEVIN
PHONE NUMBER: 208-657-2204

FIRST: SM

STATE: ID ZIP: 83435

OWNER CODE: C

FIELD EXAM REQUIRED?

DATABASE
N

FIELD
EXAMINER

VERIFICATION REQUIRED DUE TO REMARKS?

NO REMARKS IN CLAIM

PAGE: 2
FIELD EXAMINATION INFORMATION

403
CLAIM NUMBER: A31-0715

CONTACT PERSON: In office

PHONE NUMBER: () - -

DATE OF FIELD EXAM: 2/18/94
12

APPOINTMENT MADE: Y() N(☒)

TIME: - : - A() P()

ACCOMPANIED BY: _____

PHONE NUMBER: () - -

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / NOTES:

PAGE: 5
PRIORITY DATE REVIEW PAGE

409
CLAIM NUMBER: A31-0716

A. AJ CLAIM: # A31-071671 PRIORITY DATE: 07-01-1975 STAGE: L ✓
B. WR RECORD: # 31-07167 PRIORITY DATE: 07-01-1975 STAGE: L ✓

C. FIELD EXAM REQUIRED?

DUE TO PRIORITY DATE DISCREPANCY? (Y/N)

DATABASE
N

FIELD
EXAMINER
E

ARE THERE OBVIOUS REASONS TO QUESTION THE PRIORITY DATE CLAIMED? Y() N(✓)
IF YES EXPLAIN.

NOTES:

Claimed as licensed

RECOMMENDED PRIORITY DATE:
07-01-1975

REVIEWED BY

EN

DATE

5-6-94

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A31-071673	07N	33E	14	SE	NE	NW		JEFFERSON

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX R PREFIX
NONE NONE

NR RECORDS IN SAME 40 ACRE TRACT
NONE

SOURCE: GROUNDWATER

TRIB:

B. NR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
31-07167	07N	33E	14		NE	NW		JEFFERSON

OTHER NR RECORDS WITH SAME NR POD
NONE

AJ CLAIMS IN SAME 40 ACRE TRACT
A PREFIX R PREFIX
A31-07167A NONE

SOURCE: GROUNDWATER

TRIB:

C. FIELD EXAM REQUIRED?

DUE TO POD DISCREPANCY? (Y/N)
DUE TO SOURCE DISCREPANCY? (Y/N)

DATABASE
Y
N

FIELD
EXAMINER

NOTES:

POD 10 A Tract shown on license field exam A SEC Pho
Confirmed by field exam 7-12-94 CA 7-27-94

PAGE: 5
POINT OF DIVERSION REVIEW SHEET CONTINUED

411
CLAIM NUMBER: A31-3716

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:

TWP.	R&E.	SEC.	1/4	1/4	1/4	LOT	COUNTY	DIVERSION NAME
7N	33E	14	SE	NE	NW		Johansen	
---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---

SOURCE: GROUNDWATER ✓

TRIB:

REVIEWED BY:

EA

DATE:

5-6-94

SYSTEM DESCRIPTION:

Ground water is diverted by a Diesel Pump into a ditch for
flood irrigation.

PAGE: 5
PLACE OF USE REVIEW SHEET

412
CLAIM NUMBER: A31-07167

A. ROOT WATER RIGHT NUMBERS: A31-07167A
A31-07167B

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AD #/ACRES	NR #/ACRES	LANDSAT DATA	FIELD EXAM.
07N	33E	14	SW	NW		DAVIS, JIMM	A31-07167B /40.0	- /	40.0	
			SW	NW		DAVIS SHEEP CO.		31-07167 /40.0		
07N	33E	14	SE	NW		DAVIS, JIMM	A31-07167B /40.0	- /	40.0	
			SE	NW		DAVIS SHEEP CO.		31-07167 /40.0		
TOTAL ACRES							A31-07167B	80.00	80.00	

ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, Y() N(✓)
IF YES SEE ATTACHED SHEET:

C. FIELD EXAM REQUIRED?

DUE TO POU DISCREPANCY? (Y/N)

DATABASE
Y

FIELD
EXAMINER

POU COUNTY: JEFFERSON

PRESUMPTION FLAG:

NOTES:

NW SW 1/4 Reduced because of ROAD. (acreage reduced)
POU claimed as licensed
ASCS acres $\approx$ 78 CA 7-27-94

RECOMMENDATIONS:

TOTAL ACRES:

79 80

REVIEWED BY:

EN

DATE:

5-6-94

CA 5-10-99

A. AJ CLAIMED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
A31-071678 IRRIGATION	FROM 03-31 TO 11-15	1.600 CFS ✓
A31-071678 STOCKWATER	FROM 08-20 TO 12-01	.300 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED		1.600 CFS

B. WR RECORDED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
31-07167 IRRIGATION	FROM 04-31 TO 11-01	3.160 CFS 474.00 AF/A
TOTAL DIVERSION RATE/VOLUME CLAIMED		3.160 CFS 474.00 AF/A

PRESUMPTION FLAG:

C. FIELD EXAM REQUIRED?

	DATABASE	FIELD EXAMINER
DUE TO WATER-USE DISCREPANCY? (Y/N)	↓	✓
DUE TO DIVERSION RATE DISCREPANCY? (Y/N)	✓	✓
DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N)	✓	✓

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?

Y() N(✓)

RECOMMEND TO WR STANDARDS OR OTHER?

Y(✓) N() EXPLAIN IN NOTES, BELOW

NOTES:

Standard 4/15 - 10/15 Irrigation

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y() N(☒)

AJ TOTAL CLAIMED DIVERSION RATE:
NR ROOT RIGHT TOTAL DIVERSION RATE:

~~1.800~~ CFS 1.60
3.160 CFS

Diversion rate proportioned
31-07167A and 31-07167B,

*** IF NO OR IF STATUTORY CLAIM OR BENEFICIAL USE THEN FLOW MEASUREMENT REQUIRED. ***
** IF AN AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS **
** CLAIMED AND AN EXAM IS NOT REQUIRED, EXPLAIN IN NOTES. **

FLOW MEASUREMENT REQUIRED?

DUE TO STAGE OR DIVERSION RATE DISCREPANCY? (Y/N)

FIELD
DATABASE EXAMINER

☒ N

E

B. FLOW MEASUREMENT

MEASUREMENT METHOD _____, SEE ATTACHED CALCULATIONS.

C. ARE OTHER WATER RIGHTS USED? Y() N(☒) IF YES COMPLETE OVERLAP REVIEW.

OTHER RIGHTS LISTED IN CLAIM: NONE

NO CLAIMS FOUND WITH SAME POB AND IRRIGATION USAGE

NO RIGHTS WITH SAME POB BUT NOT USED FOR IRRIGATION

D.

RATE/VOLUME CALCULATIONS: (IRRIGATION)

1A. IRRIGATION RATE

ACRES 79 X ^{1.60} 0.02 CFS/ACRE = 1.58 CFS
(TAKEN FROM P/U REVIEW)

1B. CALCULATIONS

~~1.58 CFS~~ 1.60 CFS

DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y() N(X)

*** IF YES ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N(X) ***

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 230.0 AF/A

ACRES 79 X CONSUMPTIVE VOL. AF/A FOR AREA 2.5 =

TOTAL CONSUMPTIVE USE 197.5 AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = 280 AF/A

ACRES 79 X DIVERSION VOL. AF/A FOR AREA 3.5 =

TOTAL DIVERSION VOLUME 276.5 AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N(X)

NOTES: (INCLUDE LIMITATIONS ON CONSUMPTIVE USE FOR COMBINED RIGHTS.)

Licensed at
See A31-07
Recommend
80 acres

RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD FROM TO		REC. DIV RATE CFS		REC. DIV VOL. AF/A		REC. CONS USE	
			DATABASE	EXAMINER	DATABASE	EXAMINER	DATABASE	EXAMINER
IRRIGATION	4-1	11-1		1.60		280.		19.
~~Stockwater~~	~~8/20~~	~~12/01~~		~~.30~~				~~19.~~
TOTAL FOR THIS RIGHT	not licensed for stock water as 7-27-94			1.60				19.
REVIEWED BY: <u>GA</u>			DATE: <u>5-6-94</u>					

STANDARD Remarks FDS 31-07167A

~~002 0.02 cfs .. (modified by deleting " for~~

11 5-10-99

A. CHECK ONLY THE FOLLOWING THAT APPLY:

	ACCEPTED AS CLAIMED	NEEDS REVIEW
OWNERSHIP _____	(X)	()
FORFEIT/ABANDON _____	(X)	()
ADDITIONAL DIV. AMOUNT _____	(X)	()

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 31-07167

TOTAL DIVERSION RATE OF WR SPLITS:

DATABASE
~~3.160~~ 1.60

EXAMINER
E

CFS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSI RATE
-	A31-07167A	~~3.160~~ 1.56	-	-	-	-
-	A31-07167B	1.600 1.60	-	-	-	-
-	-	-	-	-	31-07167	3.16
TOTAL CFS		~~4.760~~ 3.16				3.16

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, IS THE WRITTEN REVIEW SHEET ATTACHED? (Y/N)

DATABASE
Y
FIELD
EXAMINER
E

NOTES:

AUTHENTICATION:

SIGNATURE: E. Hooquest

DATE: 7-19-94

NAME OF FIELD EXAMINER: E. Hooquest

TITLE: WRA

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:00:20
03/23/93

PAGES 12
QUICKLOOK INFORMATION

413
CLAIM NUMBER: A31-0715

WR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY MNOM/DATE	FIELD EXAM BY MNOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW MNOM/DATE	COMPLETED DATA ENTRY MNOM/DATE	VERIFIED BY
PRIORITY DATE			CF/EN 7-12-94	N	6	7-19-94	7-20-94	
POINT OF DIV	Y		✓	N	5			
SOURCE			✓	N	5			
PLACE OF USE	Y		✓	Y	5			
DIV. AMOUNT CFS/VOLUME	Y			Y	6			
CONSUMPTIVE USE	-			Y	6			
PURPOSES	Y		✓	N	5			
PERIOD OF USE	Y			Y	6			
BASIS OF CLAIM	Y			N	6			
REMARKS				N				

"VERIFIED BY" CODES

TOPO MAP/DRTNO-PQ = 1
 ASCS MAP = 2
 WATERMASTER RECORDS = 3
 MAPS PHOTOS = 4
 FIELD EXAM = 5
 OTHER (SEE REMARKS) = 6

THESE CODES ARE USED TO INDICATE HOW THE FIELD EXAMINER VERIFIED THE INFORMATION USED FOR THIS FIELD EXAMINATION. INDICATED ARE ALL CODES WHICH APPLY.

RECEIVED

MAR 08 2001

01/24/2001

NOTICE OF ERROR
REPLY

Department of Water Resources
Eastern Region

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: March 9, 2001

Water right number: 31-7167B

BARBARA CARPENTER
2196 N 800 E
TERRETON ID 83450
Telephone Number: (208)657-2510

SCOTT CARPENTER
2196 N 800 E
TERRETON ID 83450
Telephone Number: (208)657-2510

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 2/27/01 SIGNATURE: Scott Carpenter
Please print your name: Scott Carpenter

IDWR Regional Office, 900 N Skyline, Idaho Falls, ID 83402, 2085257161

RECEIVED

MAR 08 2001

Department of Water Resources
Eastern Region

A31-07167B

Township				Acres
07N	33E	14	SEnw	40.0
07N	33E	14	SWNW	40.0

CA 5-10-99

10
15

874
(9274)

ASI-01157A

ASI-01157A



NHEL

NHEL

⑦

76.9

#2614

(9275)

ASI-01157A

ASI-01157B

(40)



#1806

(131)

NHEL

⑩

9.7

#1806

(126)

NHEL

⑧

7.8

NHEL

①

78.9

NHEL

②

57.6

NHEL

②

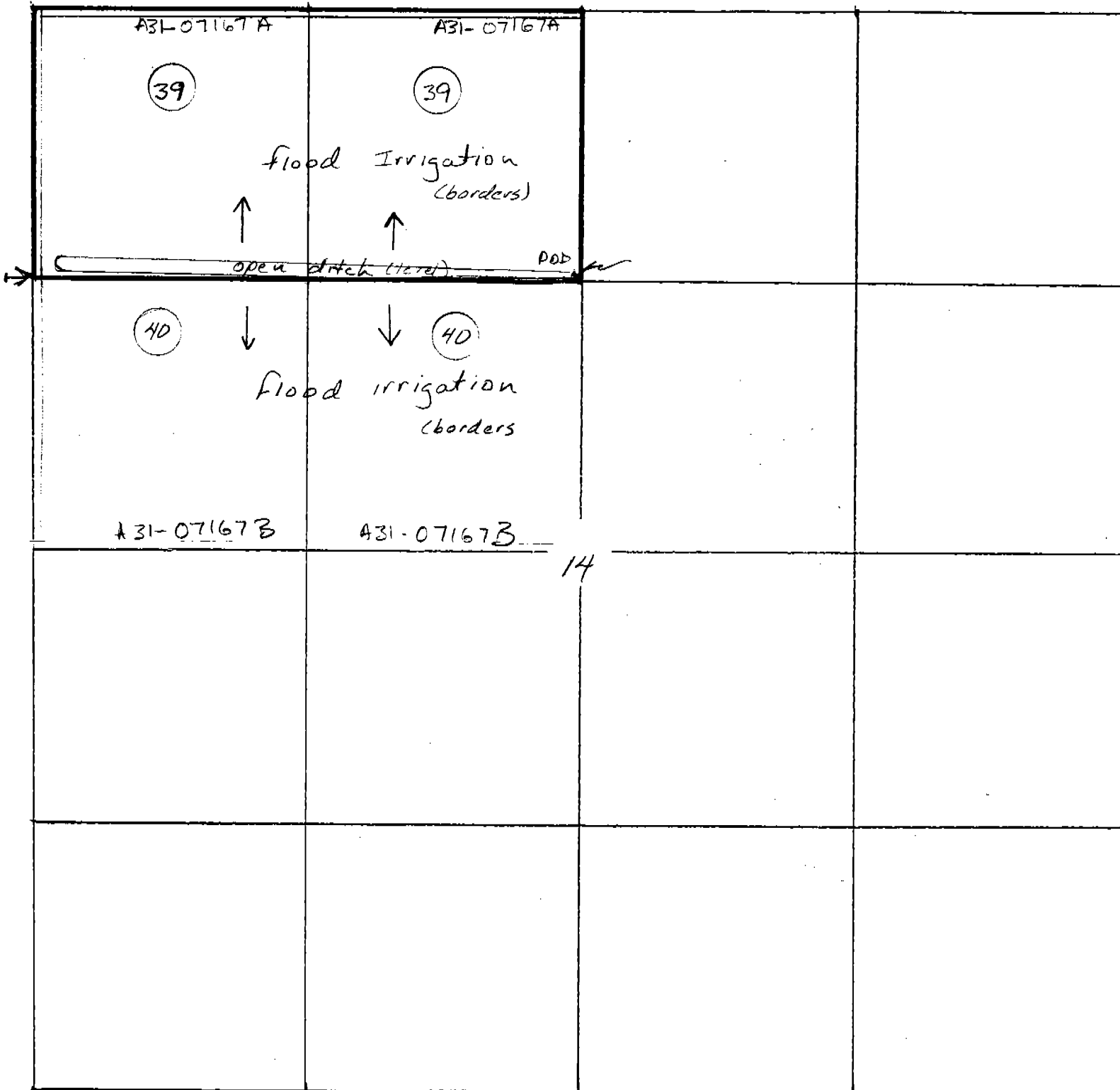
85.1

15

22 13 #1806

14

23

Claim Number A31-07167A
A31-07167B

Scale 8.0" = 1.0 Mile

Township 7N Range 33E Section 14OPQ MAP # 438 NAPP # _____DATE 7-12-94AGENT Fritschler
Norgaest

Topographic map of a section of the Hawaiian Islands, showing a grid of 10-minute squares. The map includes contour lines, spot elevations, and various labels. Handwritten notes are present in the top left and middle right sections. The map is oriented with North at the top.

Handwritten Notes:

- Top Left:
 - TOPO W 38
 - 7N 33E
 - A31-07157B/A
- Middle Right (Grid 11):
 - POU 31-0716A
 - POU 31-0716B
 - 40A
 - 40A

Map Features:

- Grid:** 10-minute squares labeled with numbers (e.g., 9, 10, 11, 15, 21, 22, 23, 26, 27, 28).
- Contour Lines:** Elevation lines labeled with values such as 4790, 4789, 4788, 4787, 4786, 4785, 4784, 4783, 4782, 4781, 4780.
- Spot Elevations:** Specific points labeled with elevations (e.g., 4792, 4790, 4789, 4788, 4787, 4786, 4785, 4784, 4783, 4782, 4781, 4780).
- Labels:** "Well", "BM", "NORTH", "POU", "PD", "A31-0716A", "A31-0716B", "40A", "40A".
- Orientation:** North arrow pointing towards the top of the map.

Davis

7-12-94 ca

T 7N R 33E Sec. 14 NW 1/4

1-2# 2 Looking east from 1/4 mile south
E.N. of NW corner Sec. 14

Well with diesel motor and pump, open
ditch runs west from pump to west
section flood (border) irrigation from
both sides of ditch. (water flows
south and north from ditch.)

Both fields are in alfalfa - system operating

1-3# 3 Looking west from 1/4 mile south of
E.N. North quarter corner of Sec 14 approx.
30' east of well.

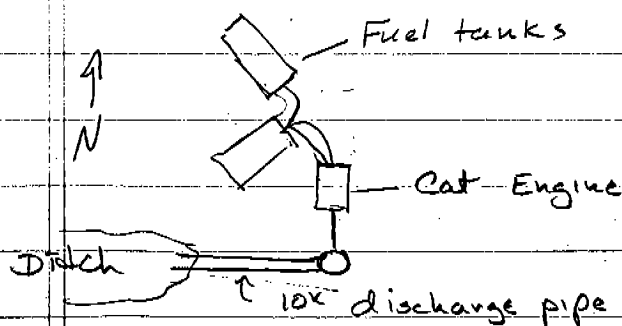
Cat Diesel engine SN 90416537

6 cylinder

Randolph angle drive rated for 200HP

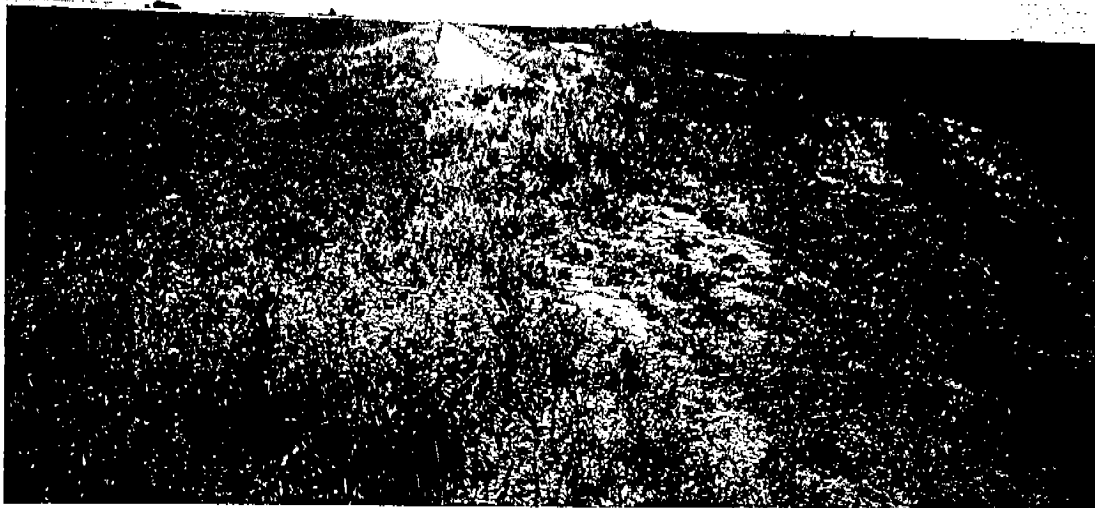
S.N. 220187

Johnston turbine pump 10" discharge



DAVIS
7-12-94
#1-2

T7N R33E Sec 14
NW 1/4



LOOKING EAST FROM 1/4 MI SOUTH OF NW CORNER,



1-3
7-12-94
T7N R33E Sec 14
NW 1/4

LOOKING WEST FROM 1/4 MI SOUTH OF NORTH 1/4 CORNER OF
SECTION 14, APPROX. 30' EAST OF WELL,

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 31-7167 Priority July 1, 1975 Amount 3.16 cfs

THIS IS TO CERTIFY, that DAVIS SHEEP COMPANY
of St. Anthony, Idaho, has complied with the terms and conditions of Permit
No. 31-7167 issued pursuant to Application for Permit dated July 1, 1975,
and has submitted proof to the Department of Water Resources on March 17, 1980,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 3.6 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from <u>April 1</u> to <u>November 1</u>	at <u>3.16</u> cfs and	<u>474</u> acre feet
	from _____ to _____	at _____ cfs and	
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 3.16 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
474 acre feet per year, said waters to be diverted within the NELNW, Sec. 14, Twp. 7N,
Rge. 33E, B.M. in the County of Jefferson

Description and location of place of use:

Twp.	Range	Sec.	NE 1/4				NW 1/4				SE 1/4				SW 1/4				Totals
			NE 1/4	NW 1/4	SE 1/4	SW 1/4	NE 1/4	NW 1/4	SE 1/4	SW 1/4	NE 1/4	NW 1/4	SE 1/4	SW 1/4	NE 1/4	NW 1/4	SE 1/4	SW 1/4	
7N	33E	14					39	39	40	40									158

Total number of acres irrigated 158

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

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 10 day of
February, 19 81.

Director

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State of Idaho
DEPARTMENT OF WATER RESOURCES
FIELD REPORT

31-7167

Permit No.

CONTACT WITH PERMIT HOLDER

	DATE	INITIALS	REMARKS
☐ Appointment letter mailed:			
☐ Telephone call made: (List Telephone No. used)			
☐ Appointment scheduled for: (Date, time, location)			

EXAMINATION

Date Aug. 18, 80 Accompanied by Ross Davis Total Q measured 3.6 cfs
If source is surface water, estimate total flow of source _____
Methods of measurement Department portable meter Meets Permit requirements? Yes

Measurement calculations:

$.01 \text{ Act in. } 121 \text{ sec.}$
 $435.6 \div 121 = 3.6 \text{ cfs}$ CAPACITY Allow. 0.02 cfs/Ac $158 \text{ Ac} \times 0.02 = 3.16 \text{ cfs}$ ✓
 $158 \text{ Ac} \times 3 \text{ AFA/Ac} = 474 \text{ AFA/Ac}$ ✓ $3.16 \text{ cfs} \times 1.9835 \text{ cfs AFA/dy} \times 214 \text{ dy} = 1341 \text{ AFA/Ac}$

WELL/DIVERSION* NO.	HP	MOTOR MAKE	MOTOR SERIAL NO.	PUMP MAKE	PUMP SERIAL NO.	MEASURING DEVICE TYPE	CONDITION OF MEAS. DEV.	REMARKS

System Description Groundwater is diverted by a 336 Piesel motor 270 hp. # 5481175 with a 900 ft right angle drive Ser # 220187 and Johnston pump # 51 open discharge and flood irrigated

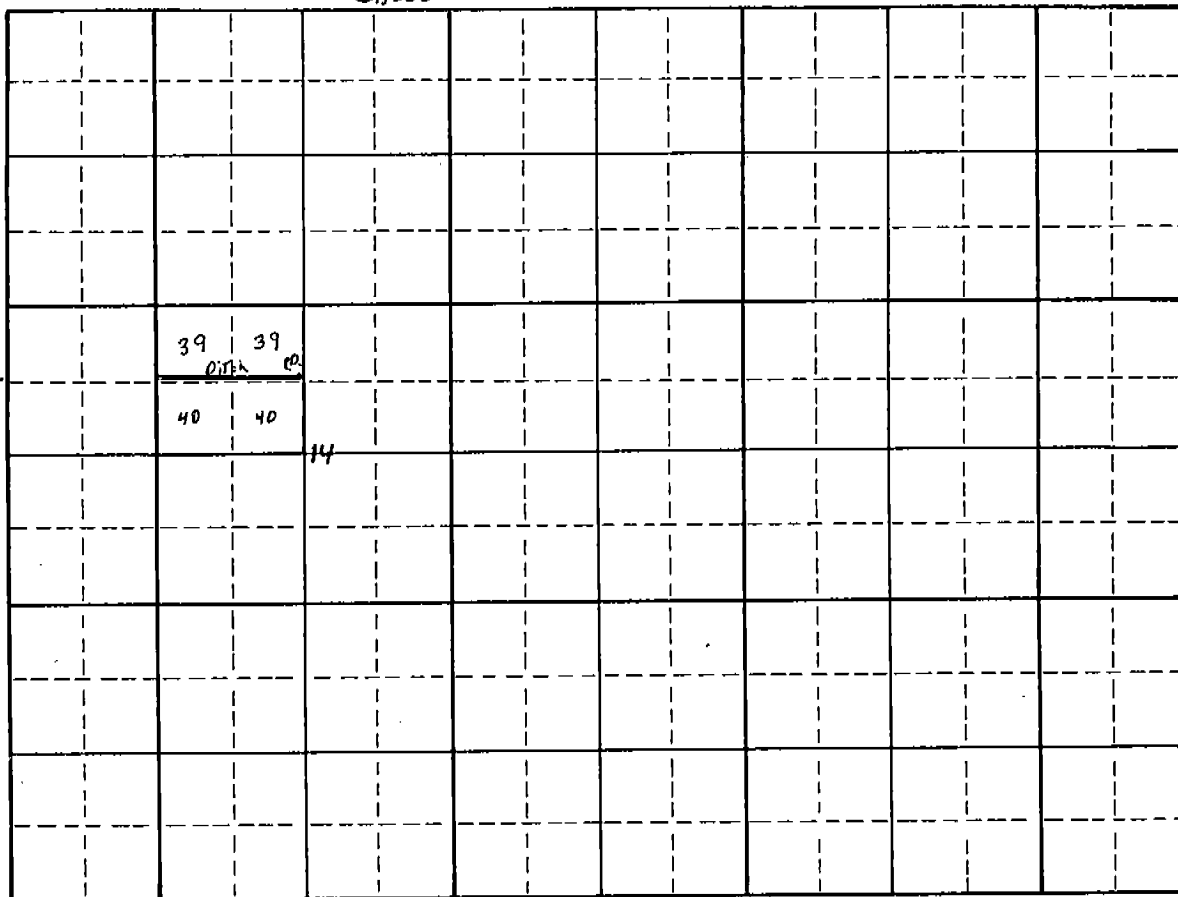
*Code with map on reverse side. Disregard code if only one.

RECOMMENDED AMOUNTS

USE	Irrigation requirement = <u>3</u>		AFA/Acre	
	Q (cfs)	V (afa)	FROM	TO
<u>Irrigation</u>	<u>3.16</u>	<u>474</u>	<u>April 1</u>	<u>Nov 1</u>
Total	<u>3.16</u> ✓	<u>474</u> ✓	<u>April 1</u>	<u>Nov 1</u>

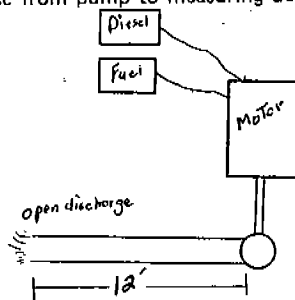
Remarks This pump is capable of producing a larger Q than was measured. The portable meter was the limiting factor. Engine R.P.M. approx 1500.

RECORDED



SCHEMATIC DIAGRAM OF SYSTEM

(Include distance from pump to measuring device, if applicable.)



Point(s) of diversion: NE NW Sec 14 T 7 N R 33 E B.M. Jefferson County

Place(s) of Use

TWP.	RGE.	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
<u>7N</u>	<u>33E</u>	<u>14</u>					<u>39</u>	<u>39</u>	<u>40</u>	<u>40</u>									<u>158</u>
																			<u>158 Ac.</u>

Recommended Amendments:

- ☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☒ None
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

Examiner's Signature John D. Carlson

Checked by HCL Jones

2763 by Robm

Date Dec 3, 80

Date Dec 22, 1980

Date 1/22/81

10 H
15 14

10.5

20.2

20.0

A118
A163

9.1

39Ac

39

37.3

17.4

9.6

Ditch

P.O.

A169

40Ac

40Ac

29.6

A95
A167
19.6

19.2

8.9
A118
A163

14

17.1

85.5

49.1

A34 A170

147.8

14

23

23

24

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"NOT TO SCALE"

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

APPROVED

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

1. Name of applicant Davis Sheep Co. Phone: 657-2204
post office address c/o G. E. Davis, Route #1, Box 51, ~~St. Anthony~~ Idaho
2. Source of water supply ground water which is a tributary of _____
3. a. Location of point of diversion is NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 14 Township 7N
Range 33E B.M. Jefferson County; additional points of diversion if any: _____

b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount 3.2 for Irrigation purpose from Apr. 1 to Nov. 1 (both dates inclusive)
(cfs or acre-feet per annum)
Amount ~~3.2~~ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 3.2 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. Well and pump

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
c. Proposed well diameter is 20 inches; proposed depth of well is 300 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 5 years.
b. Estimated construction cost is \$26,000.00.
8. Description of proposed uses:
a. If water is not for irrigation: N.A.
(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M. _____
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

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

RECEIVED

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

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
7N	33E	14					40	40	40	40									160

Total number of acres to be irrigated 160

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

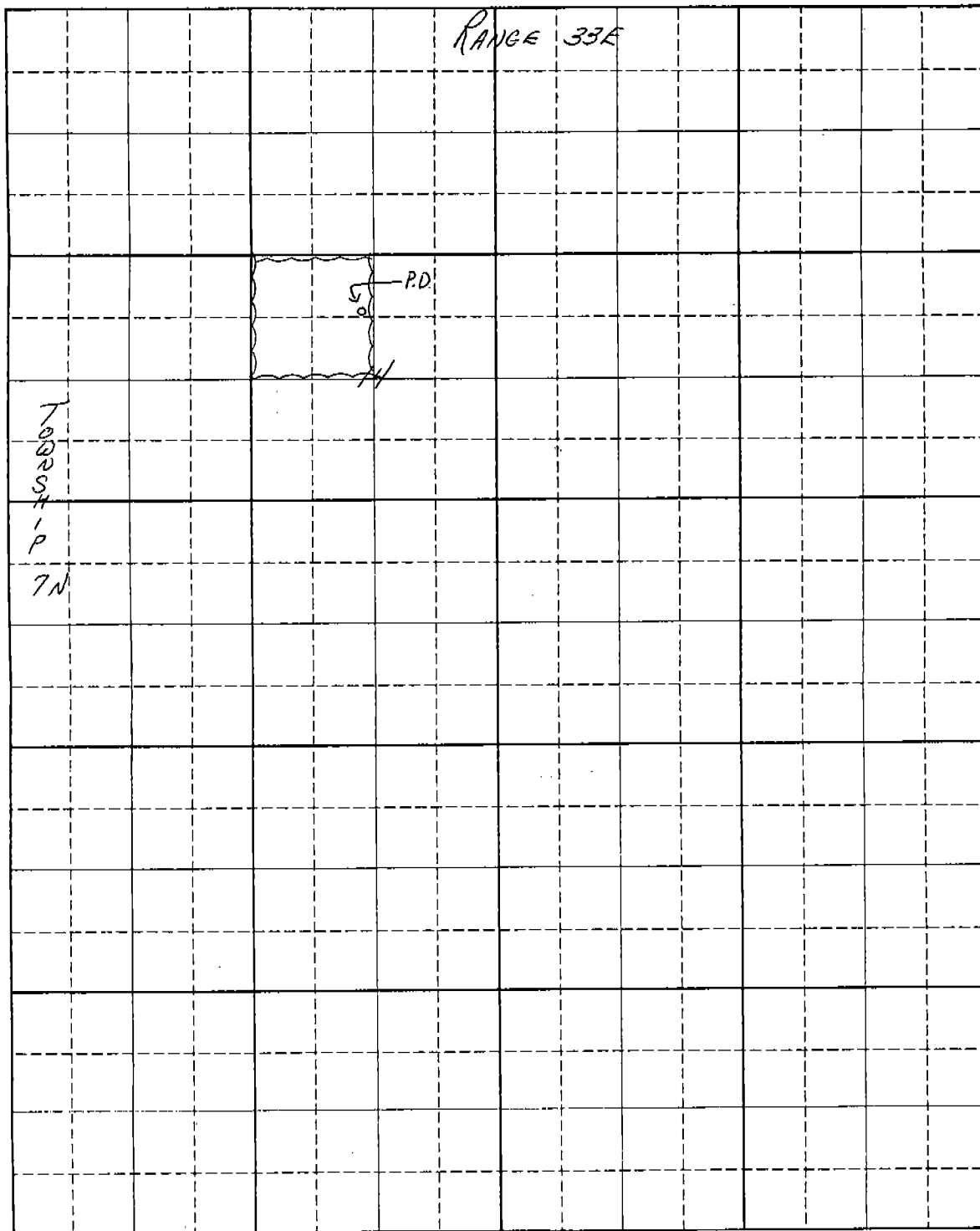
9. a. Who owns the property at the point of diversion Applicant

b. Who owns the land to be irrigated or place of use Applicant

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

10. Remarks _____

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



Scale: 2 inches equal 1 mile

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

X Lewis Sheep Co. By H. Lewis
(Applicant)

Received by MB Date 6-30-75 Time 10:35
MB Date 6-23-75 Time 11:55 AM
 Preliminary check by MB Fee \$ 55.00
 Received by MB Date 7-1-75 # 4316
 Publication prepared by MB Date 7-3-75
 Published in The Rigby Star
 Publication dates July 10 & 17, 1975
 Publication approved MB Date 7-21-75
 Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by RDC MB

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 31-7167, and said application is hereby APPROVED.

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

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before July 1, 1980.
- c. Other: A measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works.

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

Witness my hand this 30 day of July, 1975.

R. Karl Hiji
 Director

QUALITY REVIEW CHECKLIST FOR REPORT READY SRBA CLAIMS

	N/A	YES	NO	*
1. Does the name and address meet the USPS and our data entry standards?		☒		
2. Does the CVR contain information as to how the priority date was determined?		☒		
If the claim is based on beneficial use, is there an analysis of the evidence of priority submitted?	☒			
Is the stage code correct?		☒		
Did the reviewer initial the recommendation of the priority date?		☒		
3. Does the CVR contain information as to how the point of diversion was determined?		☒		
Did the reviewer initial the recommendation of the point of diversion and the source and tributary?		☒		
Does the CVR contain a description of the system that includes information as to how the source and/or tributary were determined?		☒		
4. Does the CVR contain information as to how the place of use and number of acres (for irrigation rights) were determined?		☒		
Did the reviewer initial the recommendation of the place of use?		☒		
5. Does the CVR contain information as to how the nature of use and the season of use were determined?		☒		
Does the CVR contain information as to how the diversion rate was determined?		☒		
Does the CVR contain information as to how the diversion volume was determined?		☒		
Does the CVR contain information as to how the consumptive use volume was determined?		☒		
Did the reviewer initial the recommendation of the nature of use, the season of use, the rate of diversion, the diversion volume and the consumptive use volume?		☒		
6. If the claim is based on a right recorded with IDWR, was the total diversion rate claimed?		☒		
If the total diversion rate was not claimed, is a review sheet attached?	☒			
7. If the claim is based on a right that has conditions/remarks, have these conditions/remarks been considered in the recommendation?	☒			
Are all appropriate conditions/remarks included in the recommendation?	☒			
8. If remarks are included, are the remarks consistent with the "standard remarks" described in Adjudication Memo 32?			☒	
9. If this claim is not being recommended, is the status code correct?	☒			
10. Did the reviewer sign the CVR?		☒		
11. Has the "quicklook" page been completed?		☒		
12. If additional documents were used in the investigation of this right, are copies of those documents included in the file, or is there a reference to the identity and location of the documents?		☒		
13. Does the file contain a copy of the recommended right?		☒		

* See attachment for additional information or explanation.

Quality control review by CA date 7-27-94 Data entry changes by CA date 7-27-94



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

April 23, 1998

SCOTT & BARBARA CARPENTER
2196 N 800 E
TERRETON ID 83450

RE: CHANGE IN OWNERSHIP FOR A31-07167A, A31-07167B

Dear Mr. & Mrs. Carpenter:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner(s).

Enclosed is a copy of the Notice(s) of Claim, with your name shown as the current owner. Review the forms 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 for your records.

Respectfully submitted,

Jennifer Hoagland
Technical Records Specialist

Enclosure: Notice(s) of Claim

DELOC JT 3/13/98
~~3/13/98~~ OK
 RECEIVED
 MAR 13 1998
 Department of Water Resources
 Eastern Region

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

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

1. Water Right Number(s) A31-07167A & A31-07167B
 Adjudication Claim Number(s) _____
2. The following REQUIRED information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
 AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
 OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) DEAN + SANTI SANDERS
Montevideo, Id 83435
4. New Owner/Claimant(s) Scott Barbara Carpenter
 Name connector (Check one): ☒ AND, ☐ OR, ☐ AND/OR
 New Mailing Address 2196 N. 800E
 City, State and ZIP Code Terreton, Id 83435
 New Telephone Number 280.657-2510
5. Date you acquired the property Jan 98
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres actually irrigated 78 Number and type of stock _____
 Diversion rate in CFS 1.6005 Number of homes 0 Other uses FARM
cubic feet per second
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s) Scott Carpenter Date 3/6/98
Barbara Carpenter Date 3/6/98
8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

JANUARY 19, 1995

DEAN AND SCOTT CARPENTER
2154 N 800 E
TERRETON ID 83450

RE: CHANGE IN OWNERSHIP FOR A31-07167B

Dear Mr. Carpenter:

Thank you for returning the proper forms to me. I did not make a copy for Scott, although as you can see, his name is on the claim, as you requested.

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner.

Enclosed is a typed Notice with your name shown as the current owner. Review the forms 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 for your records.

Respectfully submitted,

Jo Thompson
Adjudication Secretary

Enclosure: Notice of Claim

MICROFILMED

NOV 14 1995



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s) Assigned by IDWR: A31-07167B^{OK} -R-

☐ Name and Address of Former Owner/Claimant(s)(Seller): SAM DAVIS

☐ New Owner/Claimant (Purchaser): DEAN CARPENTER AND/OR Scott Carpenter

☐ New Mailing Address: 2154 N. 800 E Territon, ID 83450 2196 N 800 E Territon, ID 83450

☐ New Telephone Number: (1) 657-2205 657-2510

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ~~no~~
If yes, then describe the portion of the water right that is now owned/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 owner/claimant.)

☐ Signature of New Owner/Claimant(s) Scott Carpenter Date 1/13/95

☒ Signature of Former Owner/Claimant(s): FARM CREDIT BANK OF SPOKANE Date 1-17-95

(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:

DEPARTMENT OF WATER RESOURCES
EASTERN REGION
900 N. SKYLINE DR.
IDAHO FALLS, IDAHO 83402-1718

NOT FILMED

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

BARGAIN AND SALE DEED

The Grantor, FARM CREDIT BANK OF SPOKANE, successor by merger to The Federal Land Bank of Spokane, a corporation, for and in consideration of good and valuable consideration in hand paid, transfers and conveys to ELMER DEAN CARPENTER and LITA A. CARPENTER, husband and wife, The Grantee, whose complete mailing address is 2154 North 800 East, Terreton, Idaho 83450, the following described real estate, situated in the County of Jefferson, State of Idaho:

Township 7 North, Range 33 East of the Boise Meridian

Section 14: The S $\frac{1}{2}$ of the NW $\frac{1}{4}$

The Grantor warrants against encumbrances suffered or created by the Grantor, free and clear of encumbrances except all taxes, assessments, and charges to be paid by the Grantee and any lien or encumbrance revived or placed on said premises by, through or under the Grantee and any other encumbrance or defect which the Grantee has assumed by reason of the terms and conditions of that certain Real Estate Contract dated Nov. 21st, 1989.

Grantor hereby expressly grants and conveys unto Grantee, their successors and assigns forever, all water rights, oil, gas, hydrocarbons, coal or other minerals of whatsoever nature lying in or under the above

MICROFILMED
NOV 14 1996

RECEIVED BY
ASSESSOR
For PLATTING
Date 2-14-95 Time 12:35:00

GREEN, SERVICE,
GASSER & KERL
ATTORNEYS AT LAW
P.O. BOX 4883
POCATELLO, IDAHO
83205-4883
(208) 232-4471

266795
16 Nov 1989
1030 8 0004 AM
CONNELL KELLER
Jefferson Co. Recorder
Fees \$ 6.00
54 Days
Filed at Request of
Farm Credit Service

GREEN, SERVICE,
GASSER & KERL
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(208) 232-4471

described lands and all royalty interests as to oil,
gas, and other minerals produced and saved therefrom
which have not been previously reserved and which may be
or upon said lands above described or any part thereof.

DATED This 21st day of Nov. 21st, 1989.

FARM CREDIT BANK OF SPOKANE

By Grant W. Boehme
Title: Senior Credit Officer

STATE OF IDAHO)
County of Madison)
SS

On this 21st day of November, 1989, before me, the
undersigned Notary Public in and for said county and
state, personally appeared Grant W. Boehme, known
or identified to me to be the Sr. Credit Officer of the
corporation that executed the foregoing instrument, and
acknowledged to me that he executed the same on behalf
of said corporation.

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

(SEAL)

Sherry Lewis
NOTARY PUBLIC for Idaho
Residing at: Rexburg
Commission Expires: 9-1-94

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NOTICE OF REAL ESTATE CONTRACT

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NOTICE IS HEREBY GIVEN that pursuant to an Contract dated the 21st day of November, 1989, between FARM CREDIT BANK OF SPOKANE, successor by merger to THE FEDERAL LAND BANK OF SPOKANE, of West 601 First Avenue, P.O. Box TAF-C5, City of Spokane, County of Spokane, State of Washington, hereinafter called "SELLER", and ELMER DEAN CARPENTER and LITA A. CARPENTER, husband and wife, of 2154 North 800 East, City of Terretton, County of Jefferson, State of Idaho, hereinafter called "PURCHASER", Seller agreed to sell, and Purchaser agreed to buy, pursuant to the terms of the contract, the following described real property, located in Jefferson County, Idaho, to wit:

Township 7 North, Range 33 East of the
Boise

Section 14: The S $\frac{1}{2}$ of the NW $\frac{1}{4}$

The Purchaser is in possession, and under the terms of the agreement is acquiring equity in the above described property.

For further information, please contact either Seller or Purchaser.

FARM CREDIT BANK OF SPOKANE
c/o FARM CREDIT SERVICES
217 North Second East
Rexburg, ID 83440

Grant W. Beckman
TITLE: Senior Credit Officer

"SELLER"

Elmer Dean Carpenter
Elmer Dean Carpenter

Lita A. Carpenter
Lita A. Carpenter

"PURCHASER"

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NOV 14 1989

RECEIVED BY
ASSESSOR

For PLATTING

Date 11-21-89 Time 4 P.M.

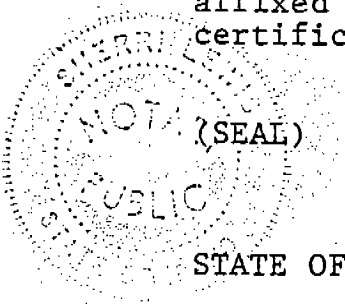
254380
Microfilm No. 21 Day November 1989
At 3:29 O'Clock P.M.
TAMRA K. STITT
Jefferson Co. Recorder
Fee \$ 6.00 56 Deputy
Recorded at Request of
First American Title

STATE OF IDAHO)
) ss
County of Madison)

GREEN, SERVICE
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ATTORNEYS AT LAW
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On this 21st day of November, 1989, before me, the undersigned Notary Public in and for said county and state, personally appeared Grant W. Boehme known or identified to me to be the Sr. Credit Officer of the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation.

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

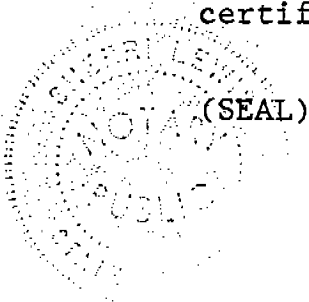


Shari Lewis
NOTARY PUBLIC for Idaho
Residing at: Rexburg
Commission Expires: 9-1-94

STATE OF IDAHO)
) ss
County of Madison)

On this 21st day of November, 1989, before me, the undersigned Notary Public in and for said county and state, personally appeared ELMER DEAN CARPENTER and LITA A. CARPENTER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Shari Lewis
NOTARY PUBLIC for Idaho
Residing at: Rexburg
Commission Expires: 9-1-94

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NOV 19 1989

REAL ESTATE CONTRACT

GREEN, SERVICE,
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ATTORNEYS AT LAW
P.O. BOX 4883
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THIS AGREEMENT made this 21st day of November, 1989, by and between the Farm Credit Bank of Spokane successor in merger to the Federal Land Bank of Spokane, a corporation, with its office and principal place of business at W. 601 First Avenue, Spokane, Washington, 99220-4005, hereinafter referred to as "Seller," and ELMER DEAN CARPENTER and LITA A. CARPENTER, husband and wife, hereinafter referred to as "Purchaser," witnesseth:

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, the following described real estate situated in Jefferson County, State of Idaho, hereinafter referred to as "said property", to-wit:

Township 7 North, Range 33 East of the Boise Meridian

Section 14: The S $\frac{1}{2}$ of the NW $\frac{1}{4}$

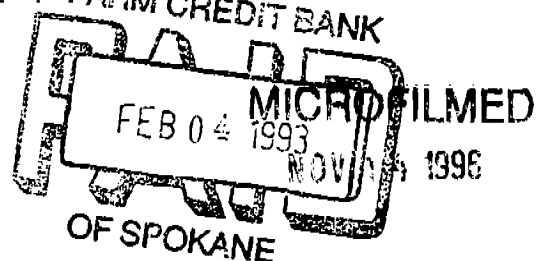
Together with all tenements, hereditaments, and appurtenances thereunto belonging or any wise appertaining to the property, including all existing fixtures; subject to any and all easements, rights of way, or restrictions of record, and the exceptions, provisions and reservations contained in patents or deeds from the United States of America, or the State of Idaho, or in other deeds of record.

TERMS OF AGREEMENT

Section 1: Purchase Price. The total purchase price shall be the sum of \$52,000.00 and shall be payable as follows:

Section 1.1: Down Payment. A down payment in the sum of \$10,400.00 is to be paid upon the execution of this contract. This down payment includes \$1,000.00 in earnest money which has been deposited with Seller, receipt of which is hereby acknowledged.

Section 1.2: Payment of Balance. The balance of \$41,600.00 shall be payable in annual installments as follows:



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- (a) Interest Rate; Term of Contract, A first payment of \$1,161.65 in principal amount plus interest at the rate of 11.5% per annum from the date of this Contract through and including October 31, 1990, payable on November 1, 1990.

Thereafter, two (2) annual installments of \$5,945.65 each, including interest at eleven and one-half percent (11.5%) per annum beginning on the first day of November, 1991 and continuing on the first day of November, 1992.

Then after November 1, 1992, there shall be due twelve (12) equal annual installments of the remaining unpaid principal and interest at a rate equal to the Farm Credit Bank of Spokane's ("FCB") Variable Base Rate ("FCB Variable Base") then in effect for new long-term loans plus two and three-quarters percent per annum, beginning on the first day of November, 1993, and continuing on the first day of November in each year thereafter until all sums, both principal and interest, are paid in full. Furthermore, it is agreed hereto that all principal and interest due hereunder shall be paid in full on or before the first day of November, 2004.

Upon conversion to the FCB Variable Base plus two and three-quarters percent the Purchaser shall have the right to apply for differential interest rate programs that the FCB may offer at the time of said application. This is provided, however, that eligibility to apply for such programs shall be governed by the same rules and procedures that are applicable to the FCB's members and borrowers, and shall be subject to the same benefits and limitations.

This variable interest rate shall increase or decrease whenever the FCB establishes a higher or lower new loan rate applicable to its current variable rate for long-term loans. The increment of increase or decrease shall not be in excess of the maximum rate allowed by

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applicable state or preemptive federal law. Variable interest rates are established by the FCB in accordance with the provisions of the Farm Credit Act of 1971, as amended, and the regulations of the Farm Credit Administration. When any different rate is established as provided above, the amount of each subsequent installment shall be increased or decreased to reflect the new loan interest rate so that the unpaid purchase price shall be fully paid not later than November 1, 2004. Payments under this subparagraph shall be made as set forth in Statements of Account provided to Purchaser by Seller.

Section 1.3: Application of Payments. Each payment under this Contract shall be applied first to the payment of any charges arising from late payments, then to advances of additional funds plus any accrued interest, then to accrued interest and then to principal.

Section 1.4: Advances of Additional Funds. In addition to the above installment amounts, if, according to the terms of this Contract, Seller makes any advances or payments for taxes, insurance, assessments, or otherwise, then such payments shall become due and payable with interest, at the default rate, from the date demand for repayment is made. If not repaid within ten (10) days of demand, Purchaser shall be deemed in default of this Contract.

Section 1.5: Late Payments. All payments not made when due under this Contract shall thereafter bear interest until paid at a default rate which shall be the FCB Variable Base then in effect for new long-term loans plus four percent (4%) per annum. FCB's Variable Base is currently ten and 20/100ths percent (10.20%) per annum.

Section 1.6: Prepayment. Purchaser may prepay without penalty all or any portion of the unpaid principal balance of this Contract. Any prepayments made under this Contract shall not excuse Purchaser from making the regular annual payments due under this Contract until the remaining balance has been paid in full.

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Section 2: Possession. Purchaser shall be entitled and succeed to Seller's right to possession of the property (as purchaser at Sheriff's sale) as of the date of this agreement; if there is no redemption of the property as set forth in Section 23 hereinafter, such possession shall continue as long as the terms of this agreement are fully complied with.

Section 3: Personal Property. Title to the personal property described below shall be transferred to Purchaser, via a Bill of Sale, concurrently upon the execution of this Contract. Purchaser hereby grants to Seller a security interest in all of said property, all insurance and other proceeds relating thereto and all property subsequently acquired by Purchaser in substitution thereof as security for the performance of Purchaser's obligations herein. Purchaser agrees to execute and deliver to Seller such further documents such as UCC Financing Statements and Statements of Continuation which Seller may request to further evidence or perfect Seller's security interests in said property. Purchaser's rights to the property shall be subject to all applicable terms and conditions of this Contract. Said personal property shall be maintained in good condition and not disposed of by Purchaser without written consent of Seller. All such property shall remain on the real property described above, provided temporary removal shall be permitted for making of repairs and/or where the intended use of the property, such as vehicles, necessitates temporary removal. Said personal property includes:

A one-half undivided interest with G. Emery Davis in a pump and motor more specifically described as a Caterpillar PL2435 3406 Dita Industrial Engine, serial number 90U16537 equipped with a governor control, air fuel ration control, radiator, blower fan, fan drive, water lines, mechanical shut-offs, starter, alternator, stub shaft, tachometer, magnetic pick-up exhaust pipe, and fabricated coupling.

Section 3: Seller's Retention of Water Rights. Seller will retain all water rights appurtenant to said property. Purchaser covenants that they will not allow said water rights to lapse or otherwise diminish. Upon Purchaser's complete performance of all the terms and conditions imposed by this

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Contract, Seller agrees to deed all of said water rights to Purchaser at the same time it delivers a deed to said property.

The property is serviced by a well located in Township 7 North, Range 33 East of the Boise Meridian, Section 14: Beginning at the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and running thence North 100 feet; thence West 100 feet, thence South 150 feet; thence East 100 feet; thence North 50 feet to the point of beginning. The well is subject to a Well Agreement as amended on April 19, 1985, by Instrument No. 232012 of the official records of Jefferson County, Idaho, which Well Agreement has and was duly assigned to Seller on December 29, 1988. A copy of the Amended Well Agreement is attached hereto, marked Exhibit "A" and incorporated herein by reference. The well is subject to an Idaho Department of Water Resources Permit No. 31-7167.

Section 3.1: Water Adjudication/Notice of Claim. In the event an adjudication of water rights shall be brought in any district court which affects those water rights of Seller which are appurtenant to the property herein described, Purchaser, at his sole cost and expense, shall promptly file a notice of claim asserting such water rights with the court and appropriate administrative agency for the purpose of having these water rights adjudicated and protected to the full extent permitted by law.

Section 4: [RESERVED]

Section 5: Inspection. Purchaser acknowledges that he has made a personal inspection of the property herein described and has otherwise informed himself concerning the true conditions of said property and its appurtenances, including any water rights, and that in executing this contract he has relied solely on information and knowledge obtained from a personal inspection and investigation of said property; the parties also acknowledge that this Contract constitutes the only agreement between them and that no warranties, agreements or representations have been made or shall be binding upon either of the parties unless set forth herein.

Section 6: Warranties and Disclaimer. **MICROFILMED**
acknowledges and agrees that he has been informed
and understands that neither Seller nor **NOV 17 1986**

agents or employees makes any warranties, express or implied, except as to title as contained in the title clause of this Contract, and acknowledges that said property is being purchased "AS IS."

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Section 7: Integrated Contract. The parties hereto acknowledge that this Contract constitutes the only agreement between them and that no warranties, agreements, or representations have been made or shall be binding upon either of the parties unless set forth herein. Furthermore, this Contract supersedes any oral statements made by Seller and/or Purchaser and no provision of this Contract may be amended, modified, supplemented, or terminated without the written consent of the parties hereto.

Section 8: Taxes and Assessments. Purchaser shall pay all taxes and assessments from the date hereof as assessed and levied against said property hereafter, unless otherwise specified herein.

Section 8.1: Allocation between Seller and Purchaser. All real property taxes and all governmental and other assessments levied against said property for the current tax year shall be prorated between Seller and Purchaser on a calendar year basis as of the date of execution of this Contract. Thereafter, Purchaser assumes and agrees to pay, before delinquent, all taxes and assessments that may, as between Seller and Purchaser, become a lien on said property until the principal and interest under this Contract are paid in full. Should Purchaser fail to make any payments as provided in this paragraph, then Seller may, at its option, make such payment.

Section 8.2: Evidence of Payment. Purchaser agrees to provide Seller with written evidence, in a form satisfactory to Seller, that all taxes and assessments have been paid before becoming delinquent. Purchaser shall submit this evidence upon the request of Seller, which request shall not be made more frequently than once each ninety (90) days.

Section 9: Insurance. Purchaser assumes all risks of loss of damage to the buildings and/or improvements on said property by fire, act(s) of God, lawful condemnation, or any other cause and agrees to make the payments herein described as they severally become due, notwithstanding any loss

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that may occur. Purchaser further covenants and agrees to procure and maintain insurance as follows:

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Section 9.1: Liability Insurance. During the term of this Contract, Purchaser shall maintain public liability and property damage insurance with limits of not less than \$100,000.00 for injury to one person and \$300,000.00 for injury to two or more persons in one occurrence, and \$50,000.00 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Purchaser's activities on or any condition of said property, whether or not related to an occurrence caused or contributed to by Seller's negligence; shall protect Purchaser against the claims of Seller on account of the obligations assumed by Purchaser; and shall protect Seller and Purchaser against claims of third persons. Such policies shall be written in such form, with such terms and by such insurance companies reasonably acceptable to Seller. Purchaser shall deliver to Seller certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of ten (10) days written notice to Seller.

Section 10: Defense of Security. Seller may appear in or defend any action or proceeding at law, in equity or in bankruptcy affecting in any way Seller's security in this Contract. Purchaser agrees to pay within ten (10) days of demand all reasonable costs, charges and expenses incurred in such defense, including costs of evidence of title or validity and priority of the security, and attorney fees including attorney fees on trial or appeal. Such amounts shall bear interest at the default rate from the date demand is made. Failure of Purchaser to pay such amounts within ten (10) days from the date of demand shall constitute an event of default under this Contract.

Section 11: Eminent Domain. In the event of condemnation or appropriation of all or any part of the above described property by any public or private corporation under the laws of eminent domain, such portions of the monies received in such proceedings which relate to any of said property shall be applied as a credit against the unpaid balance existing under this Contract. Any excess shall be paid to Purchaser.

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Section 12: Use and Care of Premises. Purchaser agrees and covenants that he will not permit said property to be used for any unlawful or objectionable purpose; that he will keep all buildings, fences, and other improvements upon said property in good repair; that he will not remove any improvements without the written consent of the Seller; that he will care for said property in a manner consistent with good management practices in the community; that he will not cut or remove any trees or remove any sand, gravel, or minerals of any nature without the prior written consent of Seller; and that he will not permit nor suffer waste to be committed on said property. All farming operations upon said property shall be in accordance with the practices of good husbandry and good soil conservation practices, observing accepted methods of crop rotation. Purchaser will constantly take precautions to prevent undue depletion of the soil from erosion by wind or water and shall use all reasonable efforts to keep said property free from noxious weeds or plants.

Section 13: Use of Hazardous Substances: Purchaser shall not store, dispose of or use any hazardous or toxic substances upon the property without prior written notice to Seller. Said notice shall identify the substances to be used, the area in which the substances is to be used, the manner in which the substances is to be stored and applied, and plans to dispose of any excess. Seller has the option of refusing to consent to such use, storage or disposal of toxic substances; Purchaser's failure to comply with such a decision shall constitute an event of default by Purchaser. All hazardous or toxic materials shall be used strictly in accordance with all applicable laws, rules and ordinances and Purchaser shall not allow any hazardous or toxic waste into the air, ground or water that is not in compliance with said laws and regulations. Purchaser shall indemnify and hold Seller harmless from any claim, liability, loss, cost or expense (including but without limitation, attorneys fees) resulting from hazardous or toxic wastes placed on the property by Purchaser.

Seller hereby consents to Purchaser's use of chemicals and fertilizers customarily used in farming and ranching operations in this area, on the condition that such chemicals and fertilizers are used and stored properly and in accordance with

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applicable law. Seller has the right to inspect the property, after adequate notice to Purchaser, to determine if Purchaser is properly using, storing, and disposing of chemicals and other hazardous wastes.

Section 14: Indemnification. Purchaser shall forever defend, indemnify and hold Seller harmless from any claim, loss or liability arising out of or in any way connected with Purchaser's conduct with respect to said property or any condition of said property, bodily injury to tenant's invitees, bodily injury to any and all individuals resulting from such tenants. In the event of litigation or proceeding brought against Seller and arising out of or in any way connected with any of the above events or claims, against which Purchaser agrees to defend Seller, Purchaser shall, upon notice from Seller, vigorously resist and defend such actions or proceedings through legal counsel reasonably satisfactory to Seller.

Section 15: [RESERVED]

Section 16: Prohibition Against Liens. Purchaser agrees not to permit liens of any kind, including security devices, to be filed or levied against said property without the prior written consent of Seller.

Section 17: Nonassignability of Contract. This Contract shall not be voluntarily or involuntarily assigned or transferred to or for the benefit of any third party without the written consent of Seller. Any such unauthorized transfer or assignment shall be null and void and shall constitute an event of default under this Contract.

Section 18: Restrictions on Voluntary or Involuntary Transfer. Purchaser shall not voluntarily or involuntarily sell, transfer, convey or assign said premises or Purchaser's interest therein without having first obtained the written consent of Seller. In the event Purchaser shall sell, transfer, convey or assign said premises or Purchaser's interest therein without having first obtained the written consent of Seller, the entire unpaid balance hereof, including interest, shall become immediately due and payable. Consent by Seller to one transfer shall not constitute consent to other transfers or waiver of this paragraph.

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Section 19: Default and Remedies.

Section 19.1: Events of Default. Time is of the essence in this Contract. A default shall occur under any of the following circumstances:

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- (a) Failure to Pay. Failure of Purchaser to make any payment within ten (10) days after it is due;
- (b) Failure to Cure. Failure of Purchaser to perform any other obligation contained in this Contract within ten (10) days after notice from Seller specifying the nature of the default, or if the default cannot be cured within ten (10) days, failure within such time to commence and pursue curative action with reasonable diligence;
- (c) Acts of Insolvency. The dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Purchaser; the commencement by Purchaser of a voluntary case under the federal bankruptcy laws or under other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Purchaser in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Purchaser to the appointment of a receiver, trustee, or custodian of Purchaser or of any of Purchaser's property; or an assignment for the benefit of creditors by Purchaser or Purchaser's failure generally to pay its debts as such debts become due, shall constitute an event of default under this Contract.
- (d) Default of One. If one of the parties collectively referred to as Purchaser or a party standing in the place of Purchaser suffers an event of default under this subsection, such event of default shall be considered a default of all Purchasers.

Section 19.2: Remedies of Default. In the event of a default, Seller may take any one or more of the following steps:

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- (a) Accelerate. In the event Purchaser defaults, as described herein, Seller may, at its option and without further notice to Purchaser, declare the entire balance of the purchase price and interest immediately due and payable together with any sums advanced by Seller for items such as water assessments, taxes, insurance, payments on underlying obligations assumed by Purchaser, lienable items and other expenses incurred to protect Seller's interest in the property;
- (b) Foreclose. Foreclose this Contract by suit in equity;
- (c) Specific Performance. Specifically enforce the terms of this Contract by suit in equity;
- (d) Forfeiture. Any event of default as set out in this Contract shall constitute a forfeiture of this agreement and thereupon Seller may, at its option, declare such forfeiture by written notice to Purchaser, and at the expiration of thirty (30) days, should the terms of this Contract not have been complied with, Seller may enter into said premises and take possession thereof, and this agreement shall be terminated and declared null and void. Purchaser shall forfeit to Seller, as liquidated damages, all payments made hereunder and all improvements placed upon the premises, and immediately surrender possession of said premises. The failure of Seller to declare a forfeiture at any time upon the violation of any of the terms of this Contract by Purchaser shall be deemed only an indulgence by Seller of that particular default and shall not be construed to be a waiver of any rights of the Seller specified herein. This remedy is not exclusive and Seller at its option may exercise any other legal rights available to it.
- (e) Nonwaiver of Security. Seller reserves the right to bring an action for the unpaid and overdue payments without waiving the security of the property, it being agreed that Purchaser's promise to pay the purchase price, except the final payment, is independent of Seller's agreement to convey title.

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(f) In the Event of Abandonment. If Purchaser is in default under this Contract and abandons the real and personal property, if any, subject hereto, pending the exercise of other rights or remedies as provided for herein, Seller may take immediate possession of the real and/or personal property for the purposes of preserving or otherwise protecting the property from loss, damage or waste.

(g) Appointment of Receiver. Seller shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of said property exceeds the amount of the balance due under this Contract, and any receiver appointed may serve without bond. Employment by Seller shall not disqualify a person from serving as a receiver. Upon taking possession of all or any part of said property, the receiver may:

(1) Use, operate, manage, control, and conduct business on said property and make necessary expenditures for all maintenance and improvements as in his judgment are proper;

(2) Collect all rents, revenues, income, issues, and profits from said property and apply such sums to the necessary expenses of use, operation, and management;

(3) At Seller's option, complete any construction in progress on said property, and in that connection pay all bills, borrow funds, employ contractors, and make any changes in plans and specifications as Seller deems appropriate. If the revenues produced by said property are insufficient to pay expenses, the receiver may borrow, from Seller or otherwise, the amounts required for the purposes stated in this paragraph, and repayment of such sums shall be secured by this Contract. Amounts borrowed from or advanced by Seller shall be paid by Purchaser on demand and shall bear interest at the same rate as the balance of the purchase price under this Contract from the date of expenditure until repaid.

(h) Assignments of Rents. All rents, issues, income and profits from said property are hereby assigned to Seller as personal

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security. In the event of a default in the terms of this Contract, Seller shall have the right to collect and retain the rents, issues, income and profits derived from the property, and apply them to the balance due from Purchaser herein, or to operating costs and expenses in connection with the operation and management of said property. Seller shall have the right, at Seller's option, to enter upon the property and take possession thereof in the event of default and to collect said rents, issues and profits and require any tenants or occupants of the property to make payments to Seller of rental or other charges arising from the use and occupancy of the premises. Purchaser shall execute any documents necessary to perfect Seller's security interest in rents, issues, income and profits.

Section 19.3: Marshalling. Purchaser expressly waives any legal or equitable rights that Purchaser may have with respect to marshalling of assets and this waiver shall be binding upon all parties claiming by or through Purchaser and all other parties claiming any interest in said property. Seller may resort for payment to any other security held by Seller in such order and manner as Seller may elect.

Section 19.4: Remedies Nonexclusive. The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law or equity.

Section 20: NonWaiver. Failure of Seller to insist upon strict performance of Purchaser's obligations hereunder (e.g., accepting late or partial payments) shall not be construed as a waiver by Seller of strict performance thereafter of all of Purchaser's obligations hereunder and shall not prejudice Seller's remedies as provided herein by law or equity.

Section 21: Notice. Any notice, demand, or communication to be given by either party to this Contract to the other party shall be in writing and transmitted to the other party by registered or certified mail addressed to said party at their address shown below, provided that either party may change his place of address by notice to the other party as herein provided. The mailing and

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(208) 232-4471

registering or certifying of any such notice, demand or communication as herein provided shall be sufficient service thereof. In the event notice of default of any nature is sent by Seller, Purchaser agrees to pay Seller the sum of \$100.00 in addition to all other demands in said notice, before said default is cured and released, such amount being a reasonable attorney's fee and cost of said notice. Any payments coming due during the time that a notice of default is in effect shall be automatically included in said notice of default and the purchaser must pay said payment or payments in addition to the amounts called for in the notice.

Purchaser: Elmer Dean and Lita A. Carpenter
2154 North 800 East
Terreton, Idaho 83450

Seller: Farm Credit Bank
c/o Farm Credit Services
217 North Second East
P.O. Box 157
Rexburg, ID 83440

Section 22: Attorney's Fees. In the event suit or action is instituted to enforce any of the terms of this Contract, including any and all bankruptcy claims, actions and proceedings deemed necessary or desirable, or to otherwise protect the interest of Seller, including the hiring of any attorney in the event of default, then the non-defaulting party or the prevailing party (in the event of suit) shall be entitled to recover reasonable attorneys' fees and costs, including fees and costs that may be incurred in any appellate proceeding.

Section 23: Subject to Redemption. Purchaser acknowledges that the interest of Seller in said property is that of a purchaser at a sheriff's sale conducted by the Sheriff of Jefferson County, Idaho, pursuant to a Judgment, Decree of Foreclosure, and Order of Sale entered April 10, 1989, in the District Court of the Seventh Judicial District, of the State of Idaho, in and for the County of Jefferson in the case of The Farm Credit Bank of Spokane, successor by merger to The Federal Land Bank of Spokane, plaintiff v. Jimm Davis and Carol S. Davis, husband and wife, et al, defendants, Case No. 1-4174. Purchaser further acknowledges that said property is subject to redemption through June 6, 1990, by the above named

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ATTORNEYS AT LAW
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defendants and other parties and that redemption of said property may terminate the rights of Purchaser under this Contract, including Purchaser's right to possession and all rights of Purchaser to ownership of said property or any interest therein.

In the event of a redemption of said property, the parties agree: (1) This Contract and the rights and responsibilities of the parties thereunder (except as set forth in the remainder of this paragraph) shall terminate immediately; (2) Seller shall refund to Purchaser, Purchaser's down payment of \$10,400.00 without interest; and (3) each of the parties hereto shall release the other from any claims or liability of any kind arising from this Contract.

Section 24: Fulfillment Deed. When full payment has been made under the terms of this Contract, Seller agrees to execute and deliver to the Purchaser a Bargain and Sale Deed warranting only against encumbrances suffered or created by Seller, subject to the servitudes, exceptions, provisions and reservations hereinabove mentioned, free and clear of encumbrances, except all taxes, assessments, and charges herein provided to be paid by Purchaser, and except any lien or encumbrances revived or placed on said premises by or through or under Purchaser, and except any other encumbrances or defects which the Purchaser has assumed. Provided, Seller is not obligated to deliver a Bargain and Sale Deed until Seller has received the Sheriff's Deed to said property.

Section 25: Reasonable Access to Property. Purchaser shall allow Seller reasonable access, upon 24-hour notice, to said property to permit inspection and/or appraisal.

Section 26: Closing Costs. Purchaser agrees to pay the cost of recording this Agreement or a memorandum hereof. Seller agrees to pay all other closing costs including any taxes assessed upon this transaction, and the cost of title insurance.

Section 27: Title Insurance. Seller agrees to furnish a standard form purchaser's policy of title insurance by First American Title Insurance Company showing title free of encumbrances or defects except easements and restrictions of record and the

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following: Exceptions noted in the Purchaser's policy of Title Insurance from First American Title Insurance Company, a copy of the Commitment for which, dated October 20, 1989, has been reviewed and acknowledged by the Purchaser.

Section 28: Succession. This contract shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

Section 29: [RESERVED]

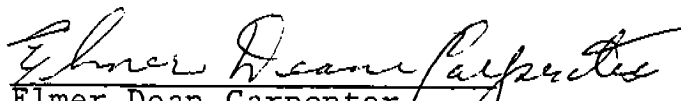
Section 30: Notice of Contract. The parties agree this contract should not be recorded but that the parties shall record a Notice of Real Estate Contract and Request for Notice of Issuance of Tax Deed, on a form to be provided by Seller, in the records of the county in which the real property is situated.

Section 31: Executory Contract. Purchaser acknowledges and agrees that this Contract is an executory contract for purposes of any case under Title 11 U.S.C. until such time as it is completely performed by both Purchaser and Seller and that, unless Seller otherwise elects, the Seller's claim in any such case by virtue of this contract shall be subject to treatment only under the provisions of Section 365 of Title 11 U.S.C., as now existing or later amended. The Purchaser further acknowledges and agrees that this section is not a mere recital but an enforceable contractual provision.

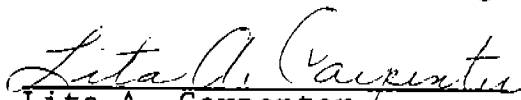
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove first written.

PURCHASERS:

Date: Nov. 21, 1989


Elmer Dean Carpenter

Date: Nov. 21, 1989


Lita A. Carpenter

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NOV 14 1996

SELLER:

FARM CREDIT BANK OF SPOKANE

Date: Nov. 21, 1989

By: Grant W Baehme
Title: Senior Credit Officer

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GASSER & KERL
ATTORNEYS AT LAW
P.O. BOX 4883
POCATELLO, IDAHO
83205-4883
(208) 232-4471

STATE OF IDAHO)
County of Madison) ss

On this 21st day of November, 1989, before me, the undersigned Notary Public in and for said county and state, personally appeared ELMER DEAN CARPENTER and LITA A. CARPENTER, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

(SEAL)

Sherril Lewis
NOTARY PUBLIC for Idaho
Residing at: Rexburg
Commission Expires: 9-1-94

STATE OF IDAHO)
County of Madison) ss

On this 21st day of November, 1989, before me, the undersigned Notary Public in and for said county and state, personally appeared Grant W. Baehme, known or identified to me to be the Senior Credit Officer of the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation.

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

(SEAL)

Sherril Lewis
NOTARY PUBLIC for Idaho
Residing at: Rexburg
Commission Expires: 9-1-94

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NOV 14 1989

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ATTORNEYS AT LAW
P.O. BOX 4883
POCATELLO, IDAHO
83205-4883
(208) 232-4471

Microfilm No. 410232
At 7 Day June 19 89
At 11:56 O'Clock A M
BETTY J. HILL
FREMONT CO. RECORDER
Fee \$ 21.00 Deputy
Recorded At Request of
Blair R. Olsen

Microfilm No. 252500
At 6 Day June 19 89
At 11:04 O'Clock A M
Fees 21.00 Deputy
Gasser & Kerl

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF JEFFERSON

FARM CREDIT BANK OF SPOKANE,)
a corporation, successor by)
merger to The Federal Land)
Bank of Spokane,)

Plaintiff,)

v.)

JIMN DAVIS and CAROL S. DAVIS,)
husband and wife; et al,)

Defendants.)

CASE NO. 1-4174

SHERIFF'S CERTIFICATE
OF SALE UNDER
FORECLOSURE

I, BLAIR R. OLSEN, Sheriff of the County of
Jefferson, State of Idaho, do hereby certify that under
and by virtue of a Decree of Foreclosure and Order of
Sale entered in the District Court of the Seventh
Judicial District of the State of Idaho, in and for the
County of Jefferson, an action in which Farm Credit Bank
of Spokane obtained a Decree of Foreclosure and Order of

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NOV 14 1995

RECEIVED BY
ASSESSOR
For PLATTING

Sale against Jimn Davis and Carol S. Davis, husband and wife, Samuel R. Davis and Neva Davis, husband and wife, and Davis Brothers Sheep Company; and

GREEN, SERVICE,
GASSER & KERL
ATTORNEYS AT LAW
P.O. BOX 4883
POCATELLO, IDAHO
83205-4883
(208) 232-4471

An Execution in Foreclosure thereunder issued to me as such Sheriff, and duly delivered to me whereby I was commanded to sell the property hereinafter described according to law, and apply the proceeds of said sale towards satisfaction of the lien of Farm Credit Bank of Spokane, which lien amounted to the sum of \$339,997.32 as of the date of sale, plus accruing costs including my fees and commission, amounting to the sum of \$60.00 and costs of service of Notice of Sale, amounting to the sum of \$20.00, plus costs in publication of the Notice of Sale with the Jefferson Star and Fremont County Herald-Chronicle, amounting to the sum of \$609.56, and the costs of recording this Certificate, the Execution and the Return on Execution amounting to the sum of \$138.00, all due and owing as of the date of sale in lawful money of the United States of America.

On the 6th day of June, 1989, at 10:00 o'clock a.m. on said day, at the front entrance of the Courthouse of Jefferson County, Idaho, in Rigby, Idaho, I duly sold at public auction, according to law after due and legal notice, to Farm Credit Bank of Spokane who made the highest and best bid therefore in the sum of \$228,000.00, lawful money of the United States, as a

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credit bid on its Decree, the real estate described in said Decree of Foreclosure and Execution issued thereunder and described as follows:

GREEN, SERVICE,
GASSER & KERL
ATTORNEYS AT LAW
P.O. BOX 4883
POCATELLO, IDAHO
83205-4883
(208) 232-4471

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

AND I DO FURTHER CERTIFY that Farm Credit Bank of Spokane being the purchaser of said property at said sale receipted me for the amount of said bid less accruing costs of \$827.56, leaving \$227,172.44 to be credited upon Farm Credit Bank of Spokane lien's identified in the Decree of Foreclosure and Order of Sale above described.

I FURTHER CERTIFY that said property is subject to redemption in lawful money of the United States of America within one (1) from the date of said sale, pursuant to Idaho statutes in such cases made and provided.

DATED This 6 day of June, 1989.

BLAIR R. OLSEN
JEFFERSON COUNTY SHERIFF

BY [Signature]
Deputy

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NOV 14 1996

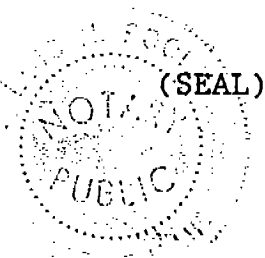
410232

STATE OF IDAHO)
) SS
 County of Jefferson)

GREEN, SERVICE,
 GASSER & KERL
 ATTORNEYS AT LAW
 P.O. BOX 4883
 POCA TELLO, IDAHO
 83205-4883
 (208) 232-4471

On this 6 day of June, 1989, before me, the undersigned Notary Public in and for said County and State, personally appeared Blair Olsen, known to me to be the Blair Olsen Sheriff of the County of Jefferson, State of Idaho, and the party who executed the foregoing instrument and he duly acknowledged to me that he executed the same as Sheriff.

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



Louis N. Poole
 NOTARY PUBLIC FOR IDAHO
 Residing at 4483 E 400N Rigby
 Commission Expires: July 1992 83442

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NOV 14 1996

JEFFERSON COUNTY PROPERTY

TOWNSHIP 7 NORTH, RANGE 33, EAST OF THE BOISE
MERIDIAN.

410232

Section 23: The South half of the Northwest
quarter

Section 14: The South half of the Northwest
quarter

Section 13: The South half of the Northwest quar-
ter less and excepting therefrom: Beginning
at the Southwest corner of said Northwest
quarter of said Section 13; and running
thence North 25.3 rods; thence East 25.3
rods; thence South 25.3 rods; thence West
25.3 rods to the point of beginning. Also
less and excepting therefrom: Beginning at a
point 25.3 rods North of the Southwest corner
of the Northwest quarter of said Section 13;
thence North 209 feet; thence East 250 feet;
thence South 209 feet; thence West 250 feet
to the point of beginning.

Together with a 50% interest in a Caterpillar
PL2435 3406 DITA Industrial Engine, Serial No.
90 UDC 16537 and a Johnston turbine pump, and any
replacements thereof, all of which are hereby de-
clared to be appurtenant thereto;

Grazing privileges for 905 AUMs under permit of
the Bureau of Land Management;

Grazing Permit in the Targhee National Forest for
1,500 head of sheep from July 1 to September 15
each year;

Together with any and all tenements, heredita-
ments, and appurtenances thereunto belonging or
used in connection therewith.

Together with all water and water rights used upon
or appurtenant to said lands, and however evidenc-
ed, and particularly 196 shares of stock in
Jefferson Irrigation Company, Ltd., evidenced by
Certificate No. 337.

All situated in Jefferson County, State of Idaho.

Said mortgage also covers certain lands in Fremont
County, State of Idaho, also in foreclosure in the
above-mentioned action.

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NOV 14 1996

EXHIBIT

A

FREMONT COUNTY PROPERTY

410232

TOWNSHIP 7 NORTH, RANGE 41 EAST OF THE BOISE
MERIDIAN.

Section 19: N1/2NE1/4, also beginning at the
Northeast corner of the S1/2NE1/4 and running
thence West 160 rods; thence South 20 rods;
thence East 160 rods; thence North 20 rods to
the point of beginning. Less the following 5
tracts:

Tract I: Beginning at a point 32 rods West of the
Northeast corner of Section 19, Township 7
North, Range 41 East of the Boise Meridian,
Fremont County, Idaho, and running thence
West 209 feet; thence South 209 feet; thence
East 209 feet; thence North 209 feet to the
point of beginning.

Tract II: Beginning at a point 121 feet South of
the Northeast corner of the S1/2NE1/4 of Sec-

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NOV 14 1995

410232

tion 19, Township 7 North, Range 41 East of the Boise Meridian, Fremont County, Idaho, and running thence South 209 feet; thence West 209 feet; thence North 209 feet; thence East 209 feet to the point of beginning.

Tract III: Beginning at a point 49-1/2 feet South of the Northeast corner of the NE1/4 of Section 19, Township 7 North, Range 41 East of the Boise Meridian, Fremont County, Idaho, and running thence South 209 feet; thence West 209 feet; thence North 209 feet; thence East 209 feet to the point of beginning.

Tract IV: Beginning 250 feet East of the Northwest corner of the NE1/4 of Section 19, Township 7 North, Range 41 East of the Boise Meridian, Fremont County, Idaho, and running thence East 150 feet; thence South 145 feet; thence West 150 feet; thence North 145 feet to the point of beginning.

Tract V: Commencing at a point 32 rods West and 209 feet South of the Northeast corner of Section 19, Township 7 North, Range 41 East of the Boise Meridian, Fremont County, Idaho, and running thence West 209 feet; thence South 209 feet; thence East 209 feet; thence North 209 feet to the point of beginning.

Grazing privileges for 905 AUMs under permit of the Bureau of Land Management;

Grazing Permit in the Targhee National Forest for 1,500 head of sheep from July 1 to September 15 each year;

Together with any and all tenements, hereditaments, and appurtenances thereunto belonging or used in connection therewith, however evidenced, and particularly 24 shares of stock in Fremont Wool Growers Association, Inc., being stock Certificate Nos. 32 and 33.

Together with all water and water rights used upon or appurtenant to said lands, and however evidenced, and particularly 8 shares of stock in Fall River Irrigation Company, Ltd., evidenced by Certificate No. 1025.

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All situated in Fremont County, State of Idaho. NOV 14 1966

Said mortgage also covers certain lands in Jefferson County, State of Idaho, also in foreclosure in the above-mentioned action.

AMENDED
WELL AGREEMENT

203541
19th April 1985
Robert M. Davis
Rayce E. Davis
Jim Davis
Sam Davis
Notary Public
Jefferson Co. Idaho
Fee \$ 2.00
Recorded in the office of the
County Clerk of Jefferson Co. Idaho
206

THIS AGREEMENT, made and executed this 19th day of April, 1985, by and between G.E. DAVIS AND SONS, a partnership, and JIMDAVIS AND SAM DAVIS, their heirs and assigns, all owners of property located in Jefferson County, Idaho, and described as follows:

PROPERTY OWNED BY G.E. DAVIS AND SONS, a partnership:
Township 7 North, Range 33 East of the Boise Meridian
Section 14: N $\frac{1}{2}$ NW $\frac{1}{4}$

PROPERTY OWNED BY JIMDAVIS and SAM DAVIS, heirs and assigns
Township 7 North, Range 33 East of the Boise Meridian
Section 14: S $\frac{1}{2}$ NW $\frac{1}{4}$

THIS AGREEMENT IS AMENDING INSTRUMENT NUMBER 203541.
WITNESSETH:

That whereas each of the parties are joint owners of a well, pump, and motor as the same now exist, and located on the following described land:

Township 7 North, Range 33 East of the Boise Meridian
Section 14: Beginning at the NE corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and running thence North 100 feet; thence West 100 feet, thence South 150 feet; thence East 100 feet; thence North 50 feet to the point of beginning.

And whereas said facilities are a joint ownership, maintenance, operation and replacement costs of the above described well, pump and motor, is as follows:

G.E. DAVIS AND SONS, a partnership 50%
JIMDAVIS & SAM DAVIS, heirs & Assigns 50%

It is further mutually understood and agreed that a perpetual easement is hereby granted over and across the above described land as well as adjacent lands owned by the above named for the proper maintenance and operation of said facilities.

This agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

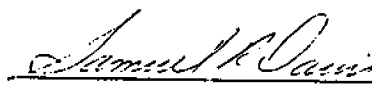
In witness whereof, the parties hereto have hereunto set their hand and seals the day and year first above written.

G.E. DAVIS & SONS, a partnership

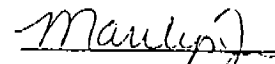

C. EMERY DAVIS
Robert M. Davis aka Mike Davis
ROBERT M. DAVIS aka MIKE DAVIS
Rayce E. Davis
STATE OF IDAHO)

) SS.

COUNTY OF MADISON)


Samuel H. Davis
Jim Davis

Residing at Rexburg, Idaho
My Commission expires: March 25, 1988


Marjorie J. Jif

On this 19th day of April, 1985 before me, the undersigned, a Notary Public in and for said state, personally appeared G. Emery Davis, Robert M. Davis aka Mike Davis and Rayce E. Davis, as partners and Jim Davis and Sam Davis, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.

EXHIBIT

A

NOV 14 1988

SD-0604-2 Township: 07N Range: 33E Section: 14 Tract: SWNW Lot: 127

S	L	Water	Name	O	S	Max #	Records	127
E	O			W	T	Priority	Use	
L	Tract	Right No.	Last, First	N	AC	G	Date	Code Desc
-	-	A31-00100	JEFFERSON IRRIGATION C	C	-	D	11/01/1930	04 STOCK
-	SWNW	A31-07167B	DAVIS, JIMM	C	40	L	07/01/1975	01 IRR
-	-	-	DAVIS SHEEP CO.	O	-	-	-	04 STOCK
-	-	-	DAVIS, SAM	C	-	-	-	-
-	SWNW	R31-07167B	DAVIS, JIMM	C	39	L	07/01/1975	01 IRR
-	-	-	DAVIS SHEEP CO.	O	-	-	-	-
-	-	-	DAVIS, SAM	C	-	-	-	-

A31- 02296 - 1949 GW 3.68 in / Dom - 184 AC
 A31- 10388 - 1985 GW .08 Ecm / Stock
 A31- 10466 - 1956 GW .50 in — 25 AC.
 A31- 10467 - 1952 GW .07 Dom

(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

~~W. L. L. L.~~ Dean Carpenter
Lorna

Davis to Farm C to you

Need:

- 1 - Signature on change of ownership form from Farm Credit.
- 2 - Sheriff's Sale to Farm Credit (copy)
- 3 - Sale copy from Farm Credit to Dean Carpenter.

Mail to me.

Jo Thompson

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 NOV 14 1996

	YES	NO
1. Is the name and address complete with zip code?	☒	☐
2. Is a priority date entered?	☒	☐
Is the water use exempt from the Permit requirements, or if it is not exempt, has a Permit been approved or a License issued? A Permit is required: (1) for groundwater developed after March 25, 1963 (except single family domestic and stockwater wells using less than 13,000 gpd), or (2) for surface water developed after May 20, 1971 (except for instream stockwater). USE CARE IF CLAIM IS RETURNED. REFER TO ADJUDICATION MEMOS # 1 (ADJ. CLAIMS/APPLICATIONS) AND # 9 (REJECTION OF CLAIMS). EXPLAIN IN COMMENTS.		
3. (a) Is a source entered?	☒	☐
(b) Is a tributary to entered? (if required)	☒	☐
4. Is the legal description of the p.d. sufficient?	☒	☐
5. Is there a description of the diverting works?	☒	☐
6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form.	☒	☐
Is the period of use included?	☒	☐
Is a quantity claimed for each use?	☒	☐
7. Is a total quantity claimed entered?	☒	☐
8. If required is a consumptive use entered?	☒	☐
Is the consumptive use correct?	☒	☐
9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4.	☒	☐
10. Is (are) the place(s) of use entered?	☒	☐
11. Is (are) the county(ies) entered?	☒	☐
12. Is the ownership of p.u. checked?	☒	☐
13. Are other water rights listed or "none" indicated?	☒	☐
14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.)	☒	☐
15. Is the basis of the claim checked?	☒	☐
16. Is the claim signed by the claimant, and is the signature appropriate? (If an individual is the claimant, has that individual signed the claim, or if an organization is the claimant, is the organization signature block complete?)	☒	☐
Has the claim been signed, sealed, and dated by a notary?	☒	☐
Was this claim filed on time, or was an extension granted?	☒	☐
Is the fee enclosed correct?	☒	☐
If this claim is based on an existing water right, has the identification number been entered?	☒	☐
Should this claim be receipted and data entered?	☒	☐