

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
)
) Water Right 31-10268

RECEIVED

MAR 07 2002

Department of Water Resources
Eastern Region

NAME AND ADDRESS: ELEANOR MIKESELL
1097 E 1500 N
TERRETON, ID 83450

SOURCE: GROUND WATER

QUANTITY: 0.04 CFS

PRIORITY DATE: 05/01/1957

POINT OF DIVERSION: T08N R33E S36 SWSW Within Jefferson County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Commercial	01-01 TO 12-31	0.04 CFS
	Domestic	01-01 TO 12-31	0.04 CFS

COMMERCIAL, 1 STORE

PLACE OF USE:	Commercial		Within Jefferson County
	T08N R33E S36	SWSW	
	Domestic		Within Jefferson County
	T08N R33E S36	SWSW	

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

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. I.C. SECTION 42-1412(6).

RULE-54 (b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Roger Burdick

Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

STATE OF IDAHO
District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

- 
- ☒ Not Deliverable As Addressed
Unable To Forward
- ☐ Insufficient Address
- ☐ Moved, Left No Address
- ☐ Unknown ☐ Refused
- ☐ Attempted-Not Known
- ☐ No Such Street ☐ Number
- ☐ Vacant ☐ Illegible
- ☐ No Mail Receipts
- ☐ Box Closed-No Order
- ☐ Returned For Better Address
- ☐ Postage Due _____



11/20/2000

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

RIGHT NUMBER: 31-10268

NAME AND ADDRESS: ELEANOR MIKESELL
1097 E 1500 N
TERRETON, ID 83450

SOURCE: GROUND WATER

QUANTITY: 0.04 CFS

PRIORITY DATE: 05/01/1957

POINT OF DIVERSION: T08N R33E S36 SWSWSW Within JEFFERSON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
COMMERCIAL	01-01 12-31	0.04 CFS
DOMESTIC 1 HOMES	01-01 12-31	0.04 CFS

PLACE OF USE:

COMMERCIAL Within JEFFERSON
County
T08N R33E S36 SWSW
DOMESTIC Within JEFFERSON County
T08N R33E S36 SWSW

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

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 - Beneficial Use

COMMERCIAL, 1 STORE

AJ0749NP
No. A31-10268

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	ELEANOR MIKESSELL 1097 E 1500 N TERRETON ID 83450 (208) 663-4445	05/01/1957	IRRIGATION COMMERCIAL	01-01 12-31 01-01 12-31	0.04 CFS 0.04 CFS
TOTAL DIVERSION:					0.08 CFS

Water Source: GROUNDWATER

Tributary to:

Stage: BEN

Point(s) of Diversion: T08N R34E S36 SWSWSW

JEFFERSON C

Place of use Legal Description for: COMMERCIAL

	NE				NW				SW				SE			
	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE
T R S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
08N 34E 36	:		:		:		:		:		:		:		:	

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

POU County: JEFFERSON

Non-Irrigation Uses: DOMESTIC - ONE HOME, COMMERCIAL - STORE.

Other Rights: NONE.

Remarks: GEN CHANGED OWNERSHIP PER REQUEST/JH/7-31-98

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: A31-10268
Date Received: 8/30/1988
Receipt No: E001918
Received By: SM

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SHIRLEY CAUDLE 208-657-2229
Address: HC63 BOX 2410
MONTEVIEW, ID 83435
AND/OR
Name: STANLEY CAUDLE 208-657-2229
Address: HC63 BOX 2410
MONTEVIEW, ID 83435

2. Date of Priority: MAY 01, 1957

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
08N	34E	36	SW	SW	SW		JEFFERSON

5. Description of diverting works:
WELL & PUMP.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	01/01	12/31	0.040		
COMMERCIAL	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC - ONE HOME, COMMERCIAL - STORE.

A310268



10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
08N	34E	36	SW	SW		DOMEST	
			SW	SW		COMMER	

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: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: 1

For Individuals:

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

Signature of Claimant(s): Shirley Caudle Date: 8/30/88

Date: _____

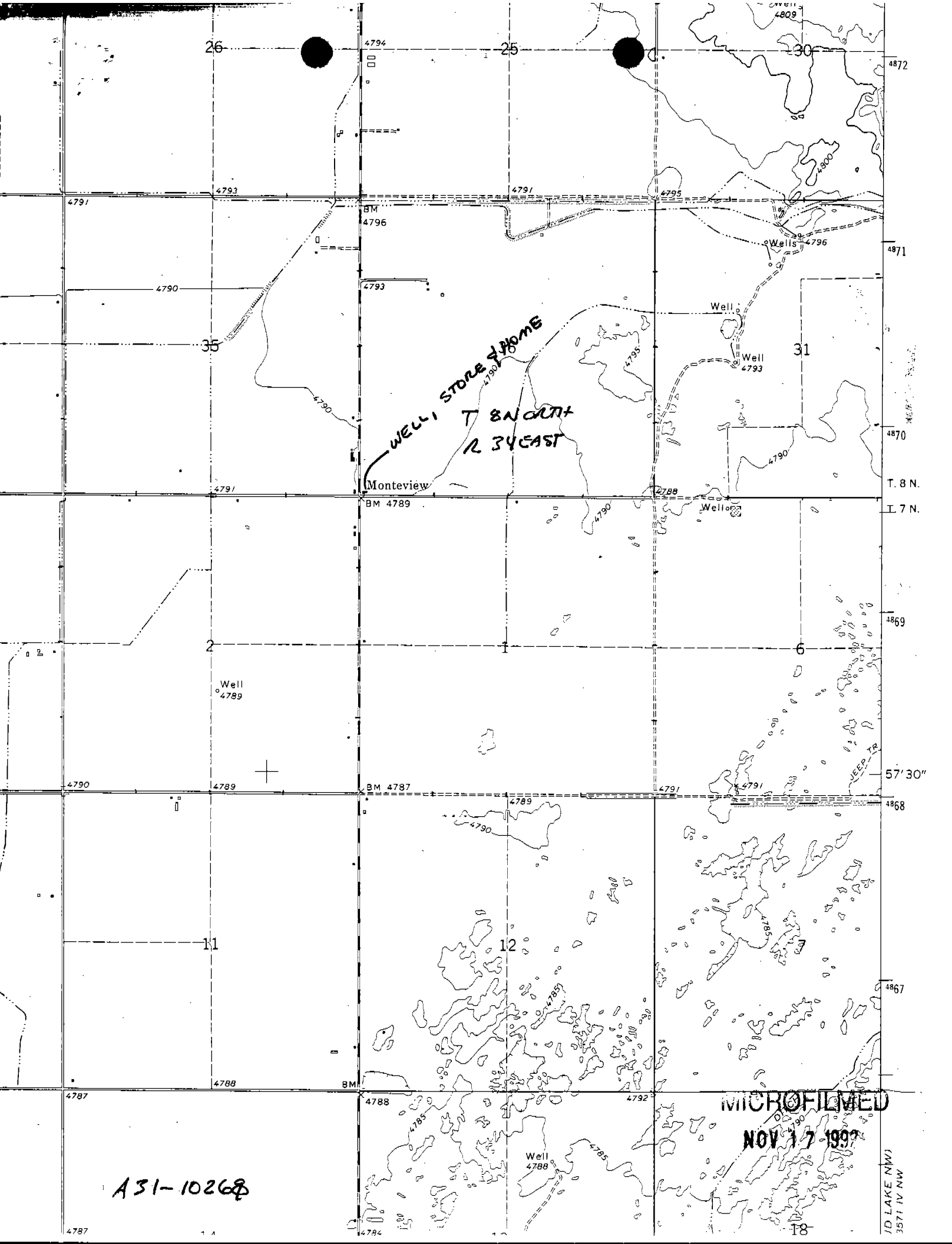
State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 30th day
of August 19 88

Betty J. Thompson
Notary Public

Seal

Residing at Idaho Falls
My Commission Expires 6-94



A31-10268

MICROFILMED
NOV 17 1997

JD LAKE NW
3571 IV NW

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:00:30
03/26/93

PAGE: 1
GENERAL INFORMATION

546
CLAIM NUMBER: A31-1026

LAST: CAUDLE
ADDRESS: HC63 BOX 2410
CITY: MONTEVIEW
PHONE NUMBER: 208-657-2229

FIRST: SHIRLEY
STATE: ID ZIP: 83435

OWNER CODE: C

LAST: CAUDLE
ADDRESS: HC63 BOX 2410
CITY: MONTEVIEW
PHONE NUMBER: 208-657-2229

FIRST: STANLEY
STATE: ID ZIP: 83435

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

NO REMARKS IN CLAIM

DATABASE
N

FIELD
EXAMINER

PAGE: 2
FIELD EXAMINATION INFORMATION

545
CLAIM NUMBER: A31-1025

CONTACT PERSON: _____

PHONE NUMBER: (____) ____-____

DATE OF FIELD EXAM: 8.28.95

APPOINTMENT MADE: Y(____) N(X)

TIME: ____:____ A(____) P(____)

ACCOMPANIED BY: _____

PHONE NUMBER: (____) ____-____

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / NOTES:

Final Review

PAGE: 5
PRIORITY DATE REVIEW PAGE

545
CLAIM NUMBER: A31-1026

A. AJ CLAIM: * A31-10268 PRIORITY DATE: 05-01-1957 STAGE: J
B. WR RECORD: NO WATER RIGHT RECORD TO MATCH THIS AJ CLAIM

C. FIELD EXAM REQUIRED?
DUE TO PRIORITY DATE DISCREPANCY? (Y/N) DATABASE FIELD
Y EXAMINER

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

NOTES:

~~NO EVIDENCE SUBMITTED~~

Domestic ok

HAS BEEN A GROCERY STORE
IN MONTEVIEW SINCE 1957

OK

RECOMMENDED PRIORITY DATE:

5-01-1957

REVIEWED BY

DC

DATE

8/29/95

547
CLAIM NUMBER: A31-1026

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A31-10268	03N	34E	36	SW	SW	SW		JEFFERSON

NR RECORDS IN SAME 40 ACRE TRACT

NONE

TRIB:

THERE IS NO WATER RIGHT RECORD WITH THE SAME CLAIM NUMBER

TRIB: NO TRIBUTARY FOR RECORD

	DATABASE	FIELD EXAMINER
DUE TO POD DISCREPANCY? (Y/N)	Y	---
DUE TO SOURCE DISCREPANCY? (Y/N)	Y	---

should be 8N 33E 436

[illegible]

SOURCE: GW

TRIG: _____

REVIEWED BY: DX

DATE: 8/28/95

SYSTEM DESCRIPTION:

Domestic type well

PAGE: 5
PLACE OF USE REVIEW SHEET

549
CLAIM NUMBER: A31-10268

A. ROOT WATER RIGHT NUMBERS: A31-10268
B. POB LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	MR #/ACRES	LANDSAT DATA	FIELD EXAM.
08N	34E	36	SW	SW		CAUDLE, SHIRLEY	A31-10268 /	-	/	
08N	34E	36	SW	SW		CAUDLE, SHIRLEY	A31-10268 /	-	/	
33E TOTAL ACRES						A31-10268				

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

C. FIELD EXAM REQUIRED? DATABASE FIELD EXAMINER POB COUNTY: JEFFERSON
DUE TO POB DISCREPANCY? (Y/N) Y

PRESUMPTION FLAG:

NOTES: 8N 33E → Domestic, one home (small gas store) → commercial

RECOMMENDATIONS:

TOTAL ACRES: 0
REVIEWED BY: DC

DATE: 8/28/95

A. AJ CLAIMED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
A31-10268 IRRIGATION	FROM 01-31 TO 12-31	.040 CFS
A31-10268 COMMERCIAL	FROM 01-31 TO 12-31	.040 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED		.080 CFS

B. WR RECORDED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
----------	-----------	--------------------

PRESUMPTION FLAG:

C. FIELD EXAM REQUIRED?

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

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?

Y(~~X~~) N(~~X~~)

RECOMMEND TO WR STANDARDS OR OTHER?

Y(~~X~~) N() EXPLAIN IN NOTES, BELOW

NOTES:

Domestic only 01/01 - 12/31 0.01
Com 01/01 - 12/31 0.04
0.04 CFS

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y() N(☒)

AJ TOTAL CLAIMED DIVERSION RATE: 0.080 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: CFS

*** 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. **

Domestic rate

FLOW MEASUREMENT REQUIRED?

FIELD
DATABASE EXAMINER
Y

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

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 POW AND IRRIGATION USAGE

NO RIGHTS WITH SAME POW BUT NOT USED FOR IRRIGATION

D. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1A. IRRIGATION RATE
ACRES _____ X 0.02 CFS/ACRE = _____ CFS
(TAKEN FROM P/U REVIEW)

1B. CALCULATIONS

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

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

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = _____ AF/A
ACRES _____ X CONSUMPTIVE VOL. AF/A FOR AREA _____ =
TOTAL CONSUMPTIVE USE _____ AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = _____ AF/A
ACRES _____ X DIVERSION VOL. AF/A FOR AREA _____ =
TOTAL DIVERSION VOLUME _____ AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N()

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

*Domestic
Com*

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
<u>Domestic</u>	<u>01/01 12/31</u>		<u>0.04</u>		_____		_____
<u>COMMERCIAL</u>	<u>01/01 12/31</u>		<u>0.04</u>		_____		_____
TOTAL FOR THIS RIGHT			<u>0.04</u>		_____		_____
REVIEWED BY: <u>DC</u>			DATE: <u>8/28/95</u>				

A. CHECK ONLY THE FOLLOWING THAT APPLY:

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

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 31-10268

TOTAL DIVERSION RATE OF WR SPLITS

DATABASE

EXAMINER

CFS

SPLITS:

OLD RIGHT
NUMBERS

CURRENT
CLAIM NUMBERS

DIVERSION
RATE

CURRENT "R"
CLAIM NUM.

"R" DIV.
RATE

WR RIGHT
NUMBERS

DIVERSI
RATE

-

A31-10268

0.080

-

-

TOTAL CFS

0.080

DIVERSION RATE REVIEW

DATABASE
N

FIELD
EXAMINER

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)

NOTES:

0.04 CFS total

AUTHENTICATION:

SIGNATURE:

Dave Carlson

DATE:

8/28/15

NAME OF FIELD EXAMINER:

DAVE CARLSON

TITLE:

WA

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:00:30
03/24/95

PAGE: 12
QUICKLOOK INFORMATION

555
CLAIM NUMBER: A51-1025

WR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED BY CODE
PRIORITY DATE	Y		DC 9/2000	No				
POINT OF DIV	Y			Yes				
SOURCE	Y			No				
PLACE OF USE	Y			Yes				
DIV. AMOUNT CFS/VOLUME	Y			Yes				
CONSUMPTIVE USE	-							
PURPOSES	Y			No				
PERIOD OF USE	Y			No				
BASIS OF CLAIM	Y			No				
REMARKS				Yes				

VERIFIED BY CODES

TOPO MAP/ORTHO-PQ = 1
ASCS MAP = 2
WATERMASTER RECORDS = 3
AAPP 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.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:32:45
03/24/93
555

PAGE: 13
PROFILE REPORT

CLAIM NUMBER: A31-1025

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVE VOL
C	SHIRLEY CAUDLE	05/01/1957	IRRIGATION	01-01 12-31	0.04 CFS	
C	STANLEY CAUDLE		COMMERCIAL	01-01 12-31	0.04 CFS	
	MC33 BOX 2410					
	MONTVIEW ID 83435					
	(208) 657-2229					
				TOTAL DIVERSION:	0.08 CFS	

WATER SOURCE: GROUNDWATER

TRIBUTARY TO:

STAGE: BENEFIC

POINT(S) OF DIVERSION:

T08N R34E S35

SWSWSW

JEFFERSON COUNTY

PLACE OF USE LEGAL DESCRIPTION FOR: COMMERCIAL

				NE				NW				SW				SE					
T	R	S	:	LT	AC	LT	AC	LT	AC	LT	AC	LT	AC	LT	AC	LT	AC	LT	AC	LT	AC
08N	34E	35	:																		
			:																		

PLACE OF USE LOCATION FOR IRRIGATION IS THE SAME LOCATION AS DESCRIBED FOR: COMMERCIAL

POU COUNTY: JEFFERSON

NON-IRRIGATION USES: DOMESTIC - ONE HOME, COMMERCIAL - STORE.

OTHER RIGHTS: NONE.

DATES: EXAM MADE DATE:

VERIFIED DATE:

MISC: WATER DISTRICT NUMBER:

FIELD INSPECTION FLAG:
PRESUMPTION FLAG:



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

May 17, 2001

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

Eleanor Mikesell
c/o M and M Mud Lake Store
P.O. Box 195
Roberts, ID 83444-0195

6-26-01
response.
SS

RE: Snake River Basin Adjudication (SRBA)
Water Right #31-10268

Dear Water Right Holder:

Mail recently sent to you was returned to us by the Postal Service. They also advised us your address has changed to the above address. We have enclosed the returned mail.

Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter, **list any other water rights you have**, and return this letter by **June 6, 2001**. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records. Be sure to list your water right numbers.

If there has been a change in ownership of the property connected with the water rights referenced above, please call this office toll-free at 1/800-451-4129 to obtain a form to make this required change to the water right records.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region
Enclosure:
Returned Mail

#####

The address is correct as shown above or as otherwise changed.

Water Right Holder's Signature

Telephone No.

Dept. of Water Resources
Adjudication Bureau
P. O. Box 83720
Boise, ID 83720-0098

MAY 09 01

ADDRESS SERVICE
REQUESTED

31-10268

STOR097 834502001 1500 US 05/14/01
FORWARD TIME EXP RTN TO SEND
:M AND M MUD LAKE STORE
PO BOX 195
ROBERTS ID 83444-0195

RETURN TO SENDER

STOR097

ELEANOR MIKESELL
1097 E 1500 N
TERRETON, ID 83450

RECEIVED

MAY 16 2001

Department of Water Resources

41.0

#52
(560)

NHEL

(6)

76.8

#55

(562)

(2)

70.1

7N

NHEL

(16)

78.6

NHEL

(21)

68.6

(10)

26.1

#2450

(9163)

NHEL

(8)

38.4

See Map FH

NHEL

(10)

52.4

NHEL

(11)

31.8

NHEL

(12)

50.0



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

May 31, 2000

ELEANOR MIKESELL
PO BOX 195
ROBERTS ID 83444-0195

RE: CHANGE OF ADDRESS FOR A31-10268

Dear Mrs. Mikesell:

It has come to our attention that your address may have recently changed. The address currently recorded on the above referenced water right(s) is as follows:

Eleanor Mikesell
1097 E 1500 N
Terreton ID 83450

We recommend if, in fact, the address in question has been changed, you file a "Change in Address" with this department in order that we may send all further correspondence to the appropriate address.

Enclosed is a Change in Address form. Please fill out the form completely, sign and date it and return it to my attention.

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

Respectfully submitted,

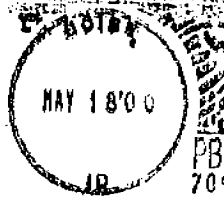
Cheri Vandermeulen
Records Clerk

Enclosure(s)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

Return Service Requested

PRESORTED
FIRST CLASS



STOR097

RECEIVED

MAY 24 2000

Department of Water Resources

A31-10268
ELEANOR MIKESELL
1097 E 1500 N

TERRETON

ID 83450

STOR097 834502001 1
RETURN TO SENDER
M AND M MUD LAKE ST
PO BOX 195
ROBERTS ID 83444-0195
RETURN TO SENDER

AUNS 83450





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

July 31, 1998

ELEANOR MIKESELL
1097 E 1500 N
TERRETON ID 83450

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE OF CLAIM TO A WATER RIGHT A31-10268

Dear Ms. Mikesell:

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

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

Please keep this report for your records.

Respectfully yours,

Jennifer Hoagland
Technical Records Specialist

Enclosure

DELOG DC 7/31/98
DC of 7/98

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

RECEIVED
JUL 29 1998

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

Department of Water Resources
Eastern Region

1. Water Right Number(s) _____
Adjudication Claim Number(s) A31-10268 R31-10268
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) Caudle
4. New Owner/Claimant(s) Eleanor Vickrell
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address 1097 E 1500 N
City, State and ZIP Code Terreton Idaho 83450
New Telephone Number (208) 663-4445
5. Date you acquired the property Aug 1996
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 _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
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) Eleanor Vickrell Date 7-15-98
Date _____
8. (Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

ALL INCLUSIVE DEED OF TRUST

THIS DEED OF TRUST, made this 30th day of August, 1996, between ELEANOR MIKESELL, herein called "Grantor", whose address is 11063 N. 55 E., Idaho Falls, Bonneville, County, Idaho, Alliance Title and Escrow, of Rigby Idaho, herein called Trustee, and STANLEY CAUDLE and SHIRLEY CAUDLE, husband and wife, of 2319 N. 800 E., Montevue, Jefferson County, Idaho, herein called "Beneficiary";

WITNESSETH: That Grantors do hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Jefferson, State of Idaho, described as follows and containing not more than twenty acres:

Township 8 North, Range 33 East of the Boise Meridian, Jefferson County, Idaho

Section 36: Beginning at the SW Corner of said Section 36 and running thence North 416.7 feet; thence East 208.7 feet; thence South 416.7 feet; thence West 208.7 feet to the point of beginning.

EXCEPTING THEREFROM: Commencing at a point 416.7 feet North of the Southwest corner of said Section 36 and running thence East 208.7 feet; thence South 104.3 feet; thence West 208.7 feet; thence North 104.3 feet to the point of beginning.

ALSO EXCEPTING THEREFROM: That portion conveyed to Jefferson County by Warranty Deed recorded April 15, 1980, Instrument Number 203378, records of Jefferson County, Idaho.

Subject to patent reservations, easements, and rights of way for highways; roads, ditches, canals, pole, power and transmission lines as they exist; and to all existing zoning ordinances and applicable building codes, laws and regulations.

DEED OF TRUST -1-
CAUDLE10/CIV/DOC

Microfilm No. 284426
At 21 Day February 19 97
At 9:55 O'clock A.M.
CONNIE M. KELLER
Jefferson Co. Recorder
Fee \$ 27.00 54 Decors
Recorded at Request of also

TOGETHER WITH the rents, issues, improvements, fixtures, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiaries to collect and apply such rents, issues and profits.

For the purpose of securing payment of the indebtedness evidenced by promissory notes of even date herewith, executed by Grantors in the sum of Fifty-five Thousand and No/100 (\$55,000.00), having due date of ^{AUG}~~July~~ 1-15, 2016. To secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiaries herein to the Grantors herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts, or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiaries, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTORS AGREE:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed

thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain, and deliver to Beneficiaries fire and hazard insurance satisfactory to and with loss payable to Beneficiaries. The amount collected under any fire or other insurance policy may be applied by Beneficiaries upon any indebtedness secured hereby and in such order as Beneficiaries may determine, or at option of Beneficiaries the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiaries or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiaries or Trustee may appear.

4. To pay before the due date all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereof; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note

hereby secured the Grantors shall pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property nevertheless in trust for Grantors' use and benefit and for the payment by Beneficiaries of any such items when due. Grantors' failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiaries or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiaries or Trustee, but without obligation so to do and by giving two (2) days' notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiaries or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiaries or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

7. Payments shall be made into an escrow, if any, set up by the parties as set forth in the promissory notes.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiaries who may apply or release such moneys received by them in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiaries do not waive their rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiaries and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiaries stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fee, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantees in such reconveyance may be described as "the

persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiaries the right, power and authority, during the continuance of this trust, to collect the rents, issues and profits of said property, reserving unto the Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiaries may at any time without notice, either in person, by agent, or be a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiaries may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder all sums secured hereby shall immediately become due and payable at the option of the Beneficiaries. In the event of default, Beneficiaries shall execute or cause the Trustee to execute a written notice of such default and of their election to cause to be sold the herein described property to satisfy

the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time than required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property as sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiaries, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at nine per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiaries shall mean the holders and owners of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular

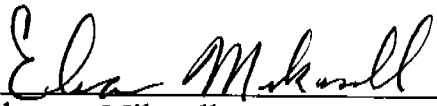
number includes the plural.

8. Trustee is not obligated to notify any party hereof of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiaries, or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiaries may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

10. There shall be no superior encumbrances placed on the property without the written consent of the Beneficiaries. Any sale, transfer, alienation or placing of a superior encumbrance of the property shall result in the amount owed to become accelerated and must be paid prior to the complete transfer.

Request is hereby made that a copy of any Notice of Default any a copy of any Notice of Sale hereunder be mailed to the Grantor at their address hereinabove set forth.


Eleanor Mikesell

STATE OF IDAHO)
) ss.
COUNTY OF JEFFERSON)

On this 30th day of August, 1996, before me, the undersigned, a Notary Public

in and for said State, personally appeared ELEANOR MIKESELL, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



Notary Public

Residing at: Rigby, Idaho

Commission Expires: 5-12-99

(SEAL)

Trustee:

ALLIANCE TITLE AND ESCROW



State of Idaho
DEPARTMENT OF WATER RESOURCES

200 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - FAX: (208) 525-7177

EASTERN REGION
FEBRUARY 9, 1993

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

POOR ORIGINAL

*

RE: EVIDENCE OF PRIORITY

Dear Claimant(s):

The Notice(s) of Claim identified with the number shown above in the "address" label and at the "end" of this letter has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates water usage is based on "Beneficial Use". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Notice. The date the water was first put to use, known as the priority date, has not been confirmed by a License, Decree, or Permit. For this reason, proof must be provided supporting the priority date. As the claimant, you are responsible for submitting the necessary proof to support the priority date.

It is important that each element of the Notice be substantiated. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

For your reference, I have provided a printout of your Notice and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. While I encourage you to read all of the pamphlet, I direct your attention to the two sections entitled "What Kind of Evidence is Required" and "Some examples of Documents Which May Be Evidence of the Priority Date".

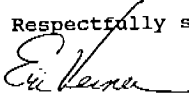
EVIDENCE OF PRIORITY
Page - 2 -

It is our goal to recommend historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other items of the Notice have been or soon will be conducted by Department personnel.

The Department will not recommend the Notice be decreed by the court if no evidence of a priority date is submitted.

Please submit the required evidence supporting the priority date by MARCH 9, 1993, referencing all documents with the corresponding Notice number. If you have any questions not covered by this letter or the enclosed pamphlet, please contact this office.

Respectfully submitted,


Eric Verner
Senior Water Agent

EV:jt

Enclosure: Brochure on "Evidence of Priority"
Proof Report

Other Water Right Numbers Needing Evidence of Priority

MICROFILMED

APR 15 1994