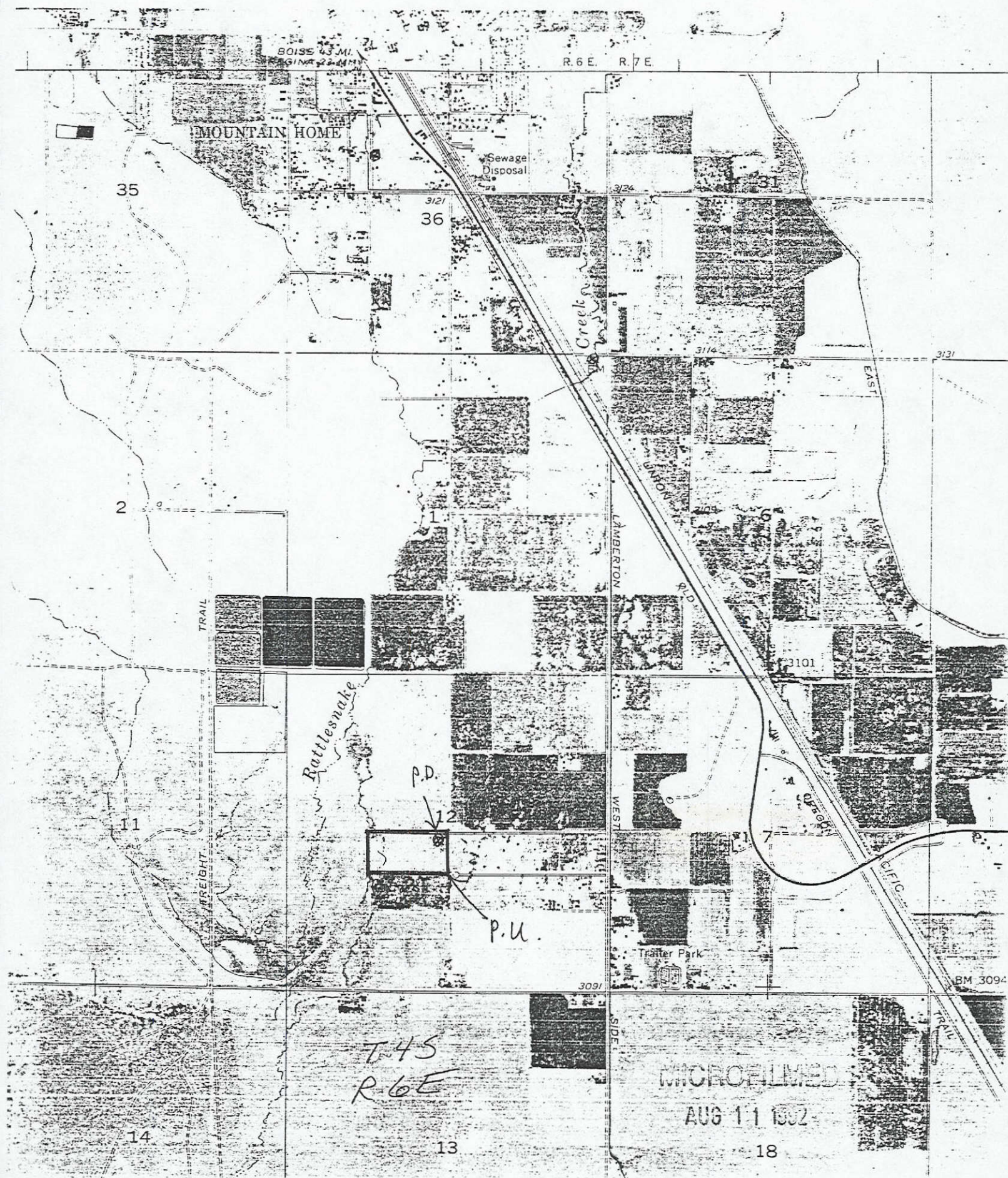


AG1-04060



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AG1-04060



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MAR 3 1993

Department of Water Resources
Western Regional Office

ARTICLES OF CO-PARTNERSHIP

PARTNERSHIP AGREEMENT, made and entered into this 1st day of October, 1955, by and between DENVER A. HAMLIN, also known as D. A. Hamlin, of Mountain Home, Idaho, and J. E. WILKINS, of Mountain Home, Idaho, WITNESSETH:

WHEREAS, the parties hereto have purchased certain real property hereinafter described and are now farming and developing the same and have also purchased hogs which they are raising for sale upon the open market and the parties desire to operate the said farm and to produce said livestock as co-partners under the terms and conditions hereinafter set forth, NOW, THEREFORE;

IT IS HEREBY AGREED between the said parties that they will become and do by these presents become partners upon the following terms and conditions and for the following purposes, to-wit:

1. The partnership shall commence upon the date hereof and shall continue until terminated by mutual agreement or by any other method prescribed by the uniform partnership act of the State of Idaho.

2. This partnership is organized for the purpose of operating the farming property hereinafter described and raising and producing hogs for sale upon the open market and for purposes incidental thereto, and for such other purposes as the partners may agree upon from time to time.

3. The partnership property now owned by the partners is generally described as follows:

Real property situate in the County of Elmore, State of Idaho, and described as follows:

The north half of the northeast quarter of the southwest quarter of Section 12, Township 4 south, Range 6 east, Boise Meridian.

Personal property described as follows:

Approximately 200 head of hogs.

1 Ford 1½ ton truck, year model 1953.

1 steam boiler, together with tank, for cooking garbage.

1 sprinkling system for irrigation purposes.

2 electric motors and 2 pumps, now installed for irrigating and producing water upon the above described real property.

4. It is understood that the said Denver A. Hamlin and his family shall have the right to use and occupy a residence house now located upon the above described real property, for the use of which he shall not be required to pay any rent to the partnership, but in consideration of the use and occupation of said residence house the said Denver A. Hamlin shall generally supervise the partnership operations upon said property, for which he shall not be entitled to any wages. Any additional partnership property acquired for the use of the partnership shall be paid for by the parties hereto, one-half by Hamlin and one-half by Wilkins. Monies received by the partnership shall be deposited in such bank or banks as the partners shall designate from time to time and money so deposited may be withdrawn upon checks signed by Hamlin. Each partner shall at all times give the other member of the firm full information and truthful explanations of all matters relating to the business of the partnership, when such information or explanation is requested. Neither of the partners shall assign, mortgage or charge his share in the assets or profits of the partnership, or any part of such share, without first obtaining the written consent of the other partner.

5. BOOKS OF ACCOUNT shall be kept by the partnership showing a full, true and complete list of all property owned by it and of all partnership transactions, which books of account shall be open at all times to the inspection of either partner.

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MAR 3 1993

Department of Water Resources
Western Regional Office

ASSIGNMENT OF SALE CONTRACT

WHEREAS, upon the 14th day of December, 1955, the undersigned Denver A. Hamlin, who is also sometimes known as D. A. Hamlin, and Bessie Rose Hamlin, who is also sometimes known as Bessie Hamlin, husband and wife, and J. E. Wilkins, a single man, as sellers, made and entered into an agreement in writing whereby they agreed to sell and convey to Emil Janoushek and Alvin G. Janoushek, as buyers, the following described real property situate in the County of Elmore, State of Idaho, and bounded and described as follows:

The north half of the northeast quarter of the southwest quarter of Section Twelve, Township Four South, Range Six East, Boise Meridian, together with all water rights and ditch rights appurtenant to said land and together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, but subject to existing rights of way for road and ditch purposes.

AND, WHEREAS, they also agreed to sell and convey to the said Janousheks certain personal property listed and described in said contract, and,

WHEREAS, the sale price for said property was the sum of \$14,000.00, payable \$2,500.00 coincident with the execution of said agreement, \$2,204.00 credited through the assumption by said buyers of a real estate mortgage held by First Security Bank of Idaho, National Association, at Mountain Home, Idaho, covering said real property, and the balance of said purchase price, being the sum of \$9,296.00 payable at the times and in amounts as follows:

The sum of \$2,500.00 on or before the 14th day of December, 1956, and the sum of \$2,500.00 on or before the 14th day of December of each and every year thereafter until said purchase price has been paid in full, said deferred balance bearing interest from the date of said contract at the rate of five per cent per annum, and said interest being payable annually, and,

WHEREAS, warranty deed and abstract of title covering said real property were deposited in escrow with the First Security Bank of Idaho, National Association, at Mountain Home, Idaho, and the said

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MAR 3 1993

Department of Water Resources
Western Regional Office

ASSIGNMENT OF SALE CONTRACT

WHEREAS, upon the 14th day of December, 1955, the undersigned Denver A. Hamlin, who is also sometimes known as D. A. Hamlin, and Bessie Rose Hamlin, who is also sometimes known as Bessie Hamlin, husband and wife, and J. E. Wilkins, a single man, as sellers, made and entered into an agreement in writing whereby they agreed to sell and convey to Emil Janoushek and Alvin G. Janoushek, as buyers, the following described real property situate in the County of Elmore, State of Idaho, and bounded and described as follows:

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"The sum of \$2,500.00 on or before the 14th day of December, 1956, and the sum of \$2,500.00 on or before the 14th day of December of each and every year thereafter until said purchase price has been paid in full, said deferred balance bearing interest from the date of said contract at the rate of five per cent per annum, and said interest being payable annually, and,

WHEREAS, warranty deed and abstract of title covering said real property were deposited in escrow with the First Security Bank of Idaho, National Association, at Mountain Home, Idaho, and the said

RECEIVED

MAR 3 1993

Department of Water Resources
Western Regional Office

BILL OF SALE

BILL OF SALE, made this 17th day of August, 1956, between DENVER A. HAMLIN, also known as D. A. Hamlin, and BESSIE ROSE HAMLIN, also known as Bessie Hamlin, husband and wife, of Mountain Home, County of Elmore, State of Idaho, hereinafter designated as the sellers, and J. E. WILKINS, of Mountain Home, County of Elmore, State of Idaho, hereinafter designated as the buyer;

WITNESSETH: That the said sellers, for a valuable consideration to them in hand paid by the buyer, the receipt whereof by the sellers is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said buyer, his executors, administrators and assigns, the following described personal property, to-wit:

1 steam boiler with tank
All sprinkling equipment, including pipe, pressure pump and 3 hp. electric motor
1 Parma Lift pump, "0", and 3 hp. electric motor
1 Gear pressure pump
Misc. troughs, posts, ties, lumber and other misc. equipment owned by the sellers and used in connection with their business of raising hogs for sale on the open market.

TO HAVE AND TO HOLD the same unto the said buyer, his executors, administrators and assigns FOREVER.

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

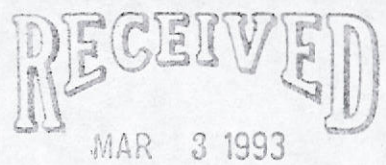
Denver A. Hamlin
Bessie Rose Hamlin

STATE OF IDAHO,)
COUNTY OF ELMORE,) ss.

On this 17th day of August, in the year 1956, before me, the undersigned, a Notary Public in and for said State, personally appeared Denver A. Hamlin and Bessie Rose Hamlin, husband and wife, known to me to be the persons whose names are subscribed to the foregoing 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.

John Hall
Notary Public for Idaho,
Residing at Mountain Home, Idaho.

Department of Water Resources
AGREEMENT FOR SALE OF REAL PROPERTY Western Regional Office

PARTIES:

HELEN A. WILKINS,
a single woman,

Seller,

and

FRANCIS C. ALLEN
and MARY E. ALLEN,
husband and wife,

Buyers.

SUBJECT:

ELMORE COUNTY
REAL PROPERTY

SALES AGREEMENT, made this 12th day of October, 1967,
between HELEN A. WILKINS, a single woman, of Mountain Home, Idaho,
hereinafter designated as the seller, and FRANCIS C. ALLEN and
MARY E. ALLEN, husband and wife, of Mountain Home, Idaho, here-
inafter designated as the buyers;

WITNESSETH: That for and in consideration of the sum of
Nine Thousand Five Hundred Dollars (\$9,500.00), to be paid as
hereinafter specified, and in consideration of the covenants
and agreements herein contained, the seller hereby agrees to
sell and convey and the buyers hereby agree to buy the following
described real property located in the County of Elmore, State
of Idaho, and particularly described as follows:

The North Half of the Northeast Quarter of
the Southwest Quarter of Section Twelve,
Township Four South, Range Six East, Boise
Meridian, subject to existing ditch easements
on the east and south sides of said property
and also subject to road easement for access
to land located south of and adjacent to the
above-described tract;

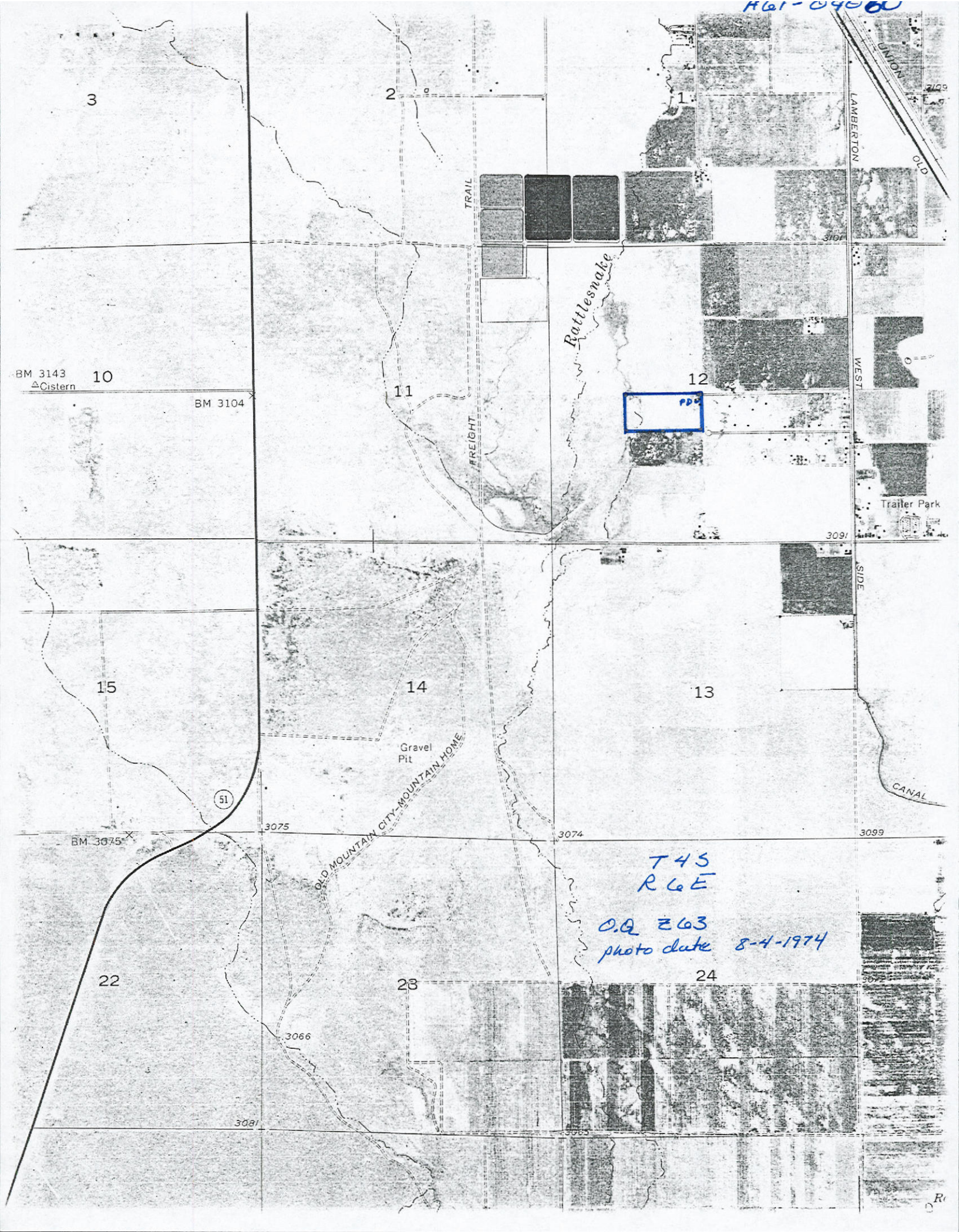
Together with the tenements, hereditaments
and appurtenances thereunto belonging or
in anywise appertaining.

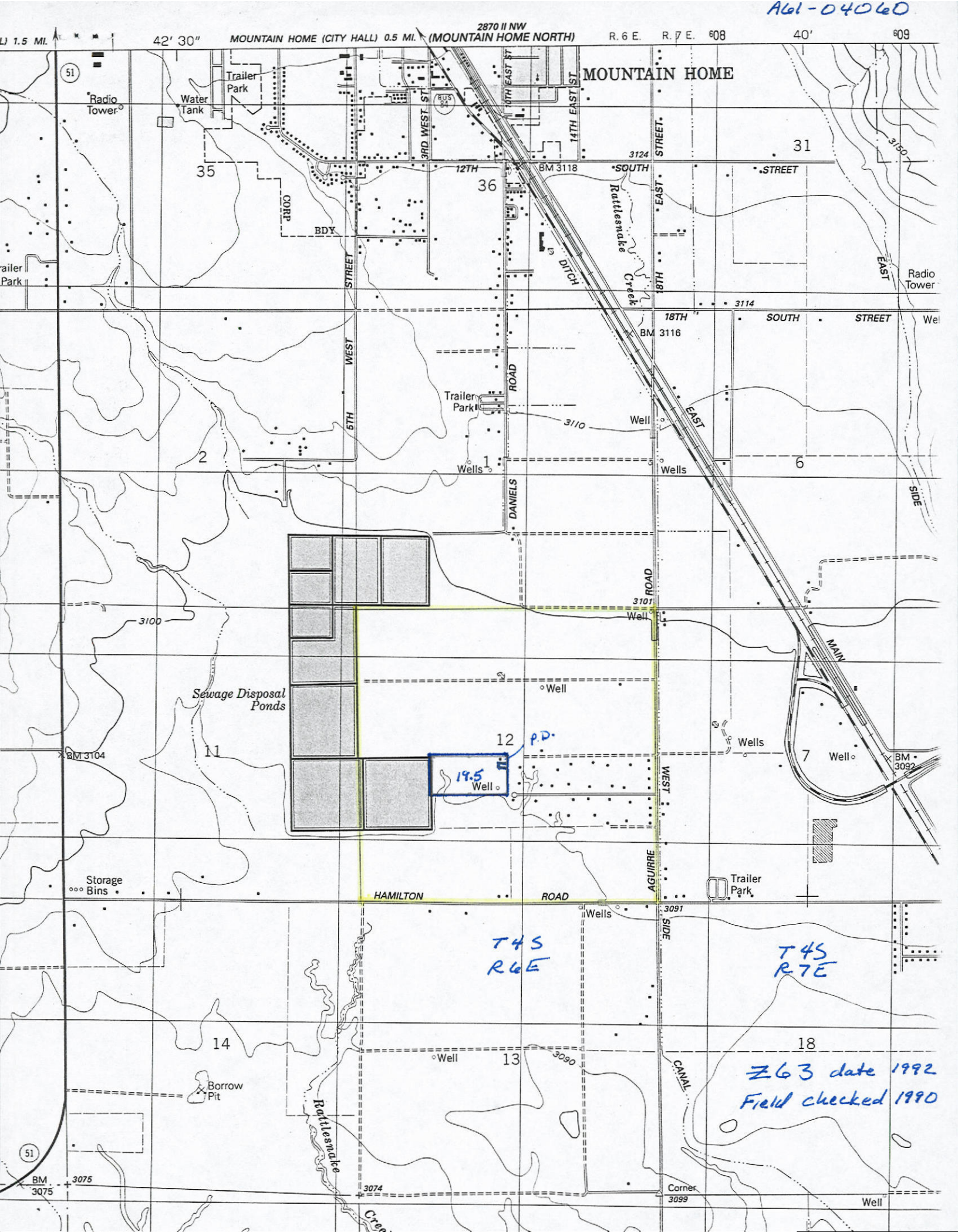
property by the buyers. If the seller fails to purchase and deliver such title insurance, then the escrow holder is hereby authorized and directed to purchase the same and to charge the cost thereof to the account of the seller.

13. NO WARRANTIES. The buyers hereby acknowledge that they have personally inspected the above-described real property and the buildings and other improvements located thereon, including the wells and water-pumping equipment, and acknowledge that the same are in a run-down condition. The buyers know the condition thereof and have accepted said property, including the pumping equipment, in its present condition. It is understood that no part of said property is located within the boundaries of the Mountain Home Irrigation District and that the only water rights appurtenant to said property consist of the surface wells located thereon. The buyers acknowledge that the seller has made no representations with reference to the quantity or quality of the water in said wells and that the buyers are relying upon their own judgment as to the condition and value of said property. It is further agreed that neither the seller nor anyone in seller's behalf has made any representations whatsoever in reference to said property, save and except that the seller has good title to said property and will convey marketable title to the same to the buyers, free and clear of liens and encumbrances.

14. CARE OF PROPERTY. The buyers agree to keep up and maintain said property and the improvements thereon in as good a condition as the same now are, natural wear and tear from the ordinary use thereof excepted.

AG-1-0480





AGL-04060

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02

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8 NHSL
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1987
aerial photo
24 9-20-94

15.0

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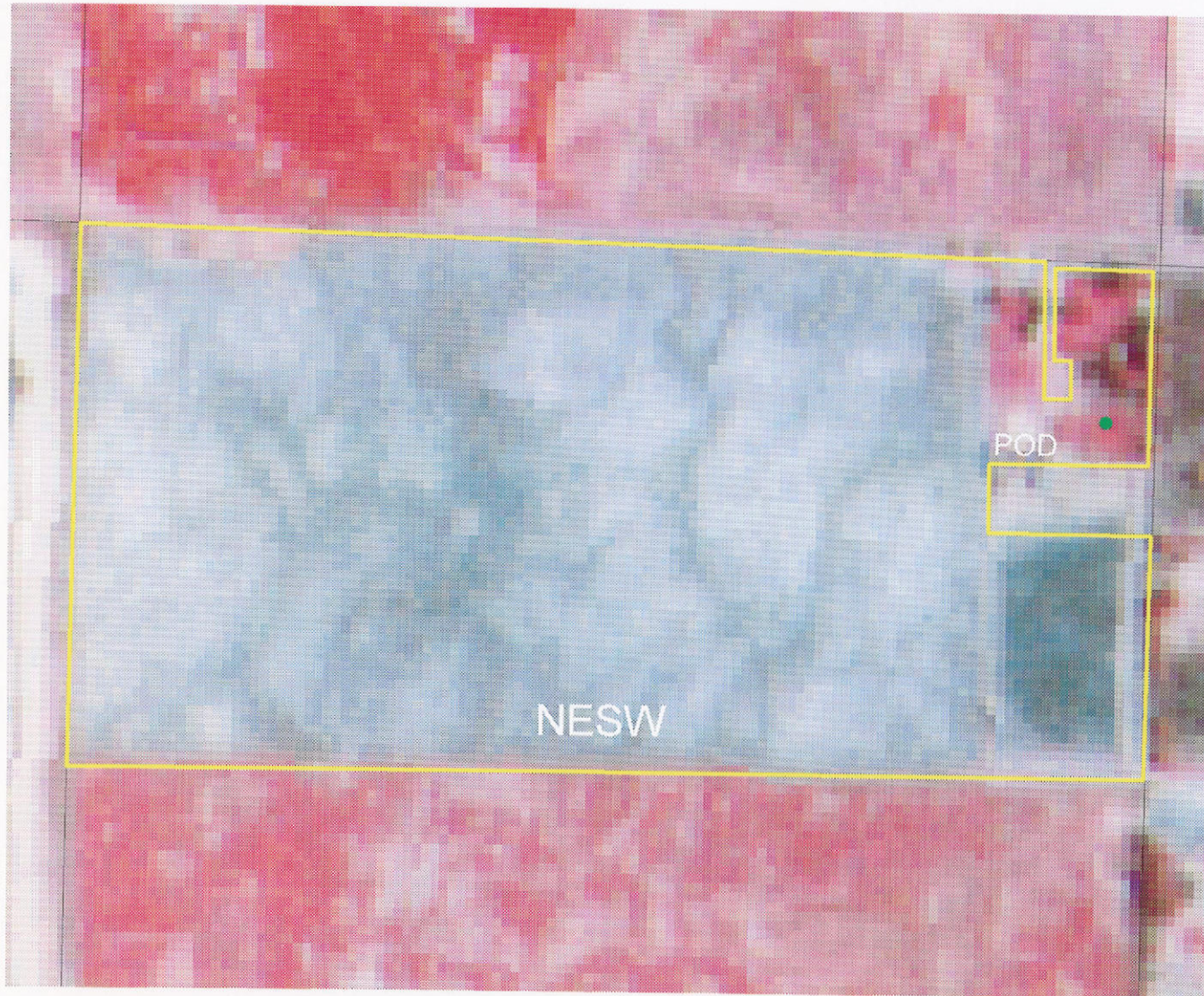
12

13

19

61-04060

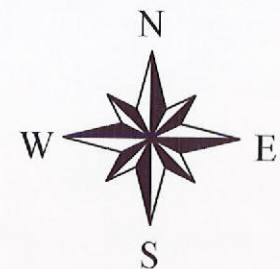
T04S R06E S12

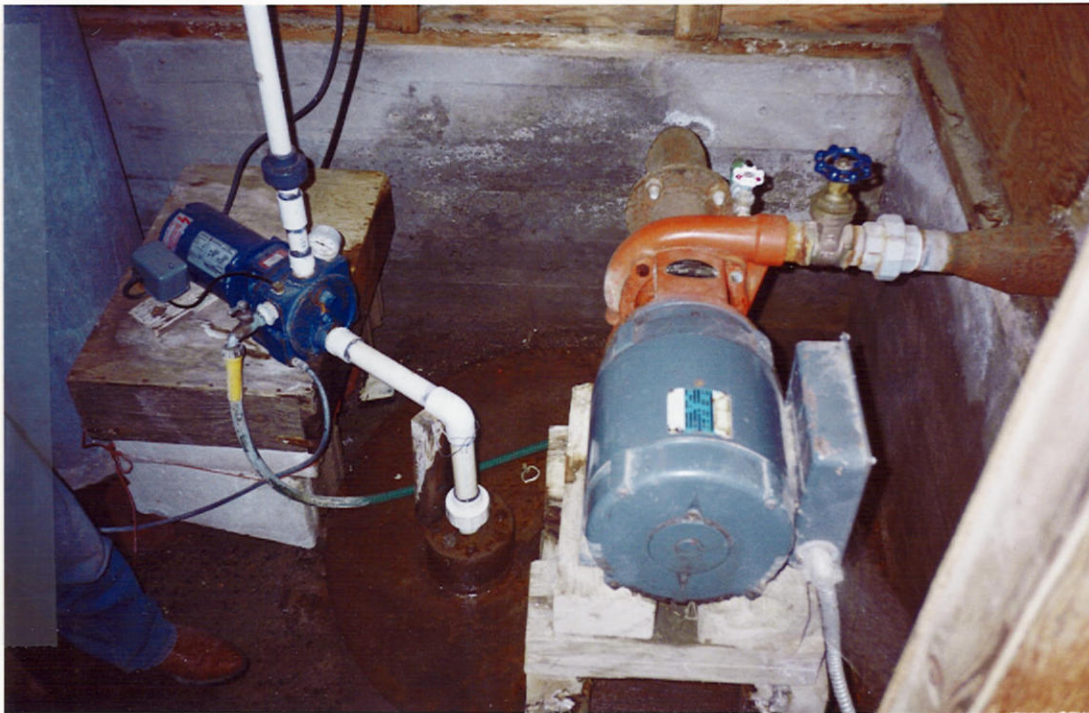


200 0 200 400 600 Feet

A horizontal scale bar with alternating black and white segments. The segments are labeled with the numbers 200, 0, 200, 400, and 600, followed by the word 'Feet'.

Map prepared by: Carter Fritschle
Date prepared: 10/13/98
1987-1988 NAPP photography





ct 9-15-94

Looking south inside pump house - irrigation pump on the right, and the stock water pump is on the left



ct 9-15-94

Looking west-southwest at place of use showing sprinkler line operating on the left side of the photograph

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: **A61-04060**
Date Received: 11/24/1989
Receipt No: C013008
Received By: _____

AMENDED

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

AMENDED

1. Name: J ROBERT CROMAR 208-587-4606
Address: PO BOX 646
MOUNTAIN HOME ID 83647
AND
Name: MARILYN D CROMAR 208-587-4606
Address: PO BOX 646
MOUNTAIN HOME ID 83647
2. Date of Priority: APR 1, 1955
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04S	06E	12	NE	NE	SW		ELMORE
5. Description of diverting works:
HAND DUG TRENCH WELL 30' DEEP, 50' WIDE, 100' LONG, 7.5 HP PUMP
6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	0.400		
STOCKWATER	01/01	12/31	0.020		
7. Total Quantity Appropriated is:
0.420 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 60.0 Acre Feet Per Annum.
9. Non-irrigation uses:
STOCKWATER, 40 CATTLE, 2 HORSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	06E	12	NE	SW		IRR	20.0
			NE	SW		STOCK	
						Section Acres	20.0
						Total Acres	20.0

11. Place of use in counties: ELMORE

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: STATUTORY CLAIM

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 AG-1-04060Date Received 11-24-89 *cf*Receipt Number CO13008

Amended
**NOTICE OF CLAIM
TO A
WATER RIGHT**

Amended 9-15-94
cf

ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) J. Robert and/or Marilyn D. Cramar Phone (208) 587-4606

Mailing Address P.O. Box 646 Mt. Home ID Zip 83647

2. Date of Priority (Only one (1) per claim) April 1, 1955

3. Source of water supply (a) Ground water

which is tributary to (b) _____

4. a. Location of existing point of diversion is: Township 4S Range 6E Section 12,

NE 1/4 of NE 1/4 of SW 1/4, Govt. Lot, _____ B.M., County of ~~Elmore~~ Elmore

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.

The diversion is from a hand dug trench about 30' deep 50' wide and 100' long. Then filled with large river rock and covered with 10' of soil. In the center is a 42" diameter steel casing that is perforated very extensively the 1st 4' up from the bottom. The water is pumped out with a 7.5 Horsepower centrifugal pump. Date well dug is unknown, but is prior to 10-1-1955.

HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION

All documents filed in the Snake River Basin Adjudication other than notices of claims are filed with the court. Notices of claims to water rights filed in the Snake River Basin Adjudication are filed with the Idaho Department of Water Resources. Copies of all documents filed in the Snake River Basin Adjudication will not be mailed to all parties (claimants) in the adjudication.

By order of the court, any document filed with the court will be mailed only to those parties who may be directly affected by it. A monthly docket sheet will be prepared by the department which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Snake River Basin in Idaho. Copies of the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying. If you wish to receive a copy of the docket sheet each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee to cover the cost of copying and mailing. Copies of any document listed on the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying.

Copies of all notices of claims filed with the department will be available for inspection from all offices of the department. Copies of the notices of claims may be obtained in person or by mail, but you will be charged for the cost of copying and mailing. (A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.)

After the notices of claims have been reviewed, the director will prepare and file a report with the court. Part 1 of the report will contain the director's recommendations as to each water right claimed under state law. Part 2 of the report will list each federal reserved water right claimed. A number of reports will be prepared, one or more for each sub-basin in the Snake River Basin. When the report for your sub-basin is filed with the court, you will be mailed a notice informing you that the report for your sub-basin has been filed. The notice will be sent to the most recent address shown by the department's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way other claimant's water rights are described, and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection. The notice of filing for each sub-basin report will also be published state-wide in local newspapers.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 4-1 to 10-31 amount 0.40 or _____

For Stockwater purposes from 1-1 to 12-31 amount 0.02 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.42 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 60 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) Stockwater, 40 cattle and 2 Horses

10. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- 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
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
<u>45</u>	<u>6E</u>	<u>12</u>									<u>20</u>								<u>20</u>

Total number of acres irrigated 20

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

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

14. Remarks:

Last Name Cromar Ident No. A61-04060

Copies: White -State, Yellow-Claimant

It is very important that you inform the department in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

If you are acquiring property with water rights in the Snake River Basin water system in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of the department whether a notice of claim has been filed. If not, you must file a notice of claim or the water right may be declared by the court to no longer exist. If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with the department. The notice of change in ownership must be accompanied by some evidence of the change in ownership, such as a copy of the deed or a property tax statement showing the name of the new owner. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

The cost of the subscription to the docket sheet is \$7.50 for calendar year 1988. The cost of the subscription may increase a small amount for calendar year 1989 if the cost of copying and/or mailing should increase.

If you are planning to file a motion or other pleading (not a notice of claim) with the court (not IDWR), the court has issued an order setting a special procedure that is different from the usual civil rules. A copy of the order may be obtained from any office of IDWR; you may be charged for the cost of mailing and/or copying.

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

Decree _____

If applicable provide IDWR Water Right Number 61-04060

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) [Signature] Date 9/15/94

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 Elmore) SS.

Subscribed and sworn (or affirmed) before me this 15th day of September 19 94

Notary Public [Signature]

Residing at _____

My Commission Expires _____

Please Print Name

Carter Fritzsche, Notary Public

Residing at Eagle, Idaho

My Commission Expires March 21, 2000

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 _____

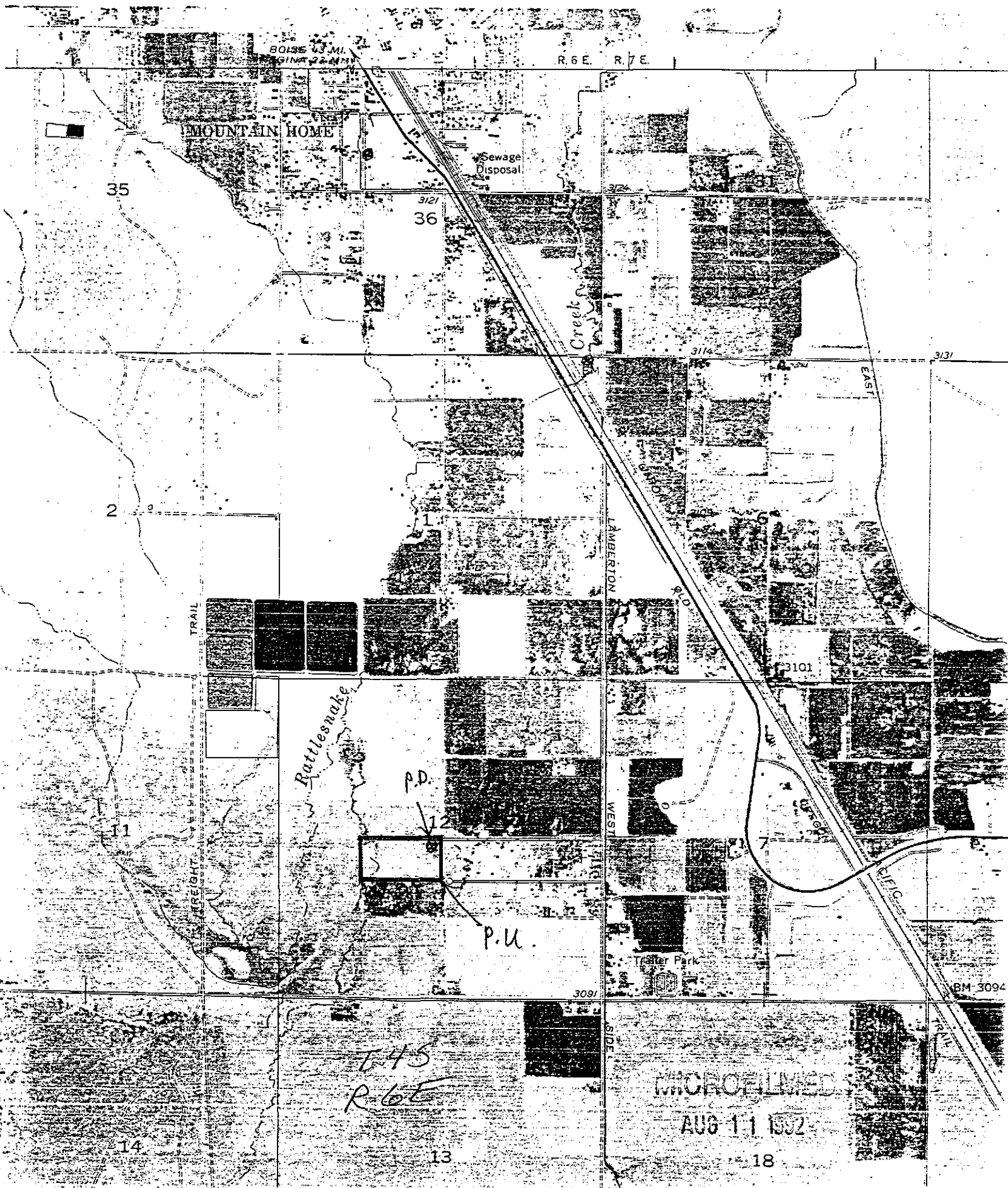
Date _____

Last Name Cromar Ident. Number AGI-04060

Copies White-State, Yellow-Claimant

R6E R7E

A61-04060



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: A61-04060
Date Received: 11/24/1989
Receipt No: C013008
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: J. ROBERT CROMAR 208-587-4606
Address: P.O. BOX 646
MOUNTAIN HOME, ID 83647

AND

Name: MARILYN D. CROMAR 208-587-4606
Address: P.O. BOX 646
MOUNTAIN HOME, ID 83647

2. Date of Priority: JAN 01, 1960

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04S	06E	12	NE	NE	SW		ELMORE

5. Description of diverting works:

HAND DUG WELL 30' DEEP, 50' WIDE, 100' LONG, 8 HP CENT. PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.400		
STOCKWATER	01/01	12/31	0.020		

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

A.F.A.

8. Total consumptive use is 60.0 Acre Feet Per Annum.

9. Non-irrigation uses:

S/20 CATTLE, 2 HORSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04S	06E	12	NE	SW		IRR	20.0
			NE	SW		STOCK	
						Section Acres	20.0
						Total Acres	20.0

11. Place of use in counties: ELMORE

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: STATUTORY CLAIM

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____
My Commission Expires _____

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number

AGI-04060

Date Received

11-24-87CH

Receipt Number

CD13008

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) J. Robert Cromar & Marilyn D. Cromar Phone (208) 587-4606Mailing Address PO Box 646 Mountain Home ID Zip 836472. Date of Priority (Only one (1) per claim) January 1, 19603. Source of water supply (a) Ground water
which is tributary to (b) _____4. a. Location of existing point of diversion is: Township 4 S Range 6 E Section 12,
NE 1/4 of NE 1/4 of SW 1/4, Govt. Lot, _____ B.M., County of Elmore

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.

The diversion is from a hand dug
Trench about 30' deep, 50' wide and 100' long. Then filled with
large river rock and covered with 10' of soil. In the center is a
42" Diameter Steel Casing that is perforated very extensively the
1st 4' up from the bottom. The water is pumped out with an
8 horsepower centrifugal pump. Date well dug is unknown
But is prior to 01-01-1960.

MICROFILMED

AUG 11 1992

HOW YOU WILL RECEIVE NOTICES IN THE SNAKE RIVER BASIN ADJUDICATION

All documents filed in the Snake River Basin Adjudication other than notices of claims are filed with the court. Notices of claims to water rights filed in the Snake River Basin Adjudication are filed with the Idaho Department of Water Resources. Copies of all documents filed in the Snake River Basin Adjudication will not be mailed to all parties (claimants) in the adjudication.

By order of the court, any document filed with the court will be mailed only to those parties who may be directly affected by it. A monthly docket sheet will be prepared by the department which contains a summary of all documents filed with the court in the previous month and the dates and locations of hearings scheduled for the following three months. The docket sheet will be filed with the district court clerk in each county within the Snake River Basin in Idaho. Copies of the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying. If you wish to receive a copy of the docket sheet each month, you should mark the appropriate place on your notice of claim form. You will be charged a small annual subscription fee to cover the cost of copying and mailing. Copies of any document listed on the docket sheet may be obtained from any of the offices of the department either in person or by mail; a small fee will be charged to cover the cost of mailing and/or copying.

Copies of all notices of claims filed with the department will be available for inspection from all offices of the department. Copies of the notices of claims may be obtained in person or by mail, but you will be charged for the cost of copying and mailing. (A claimant will not be charged for a copy of his or her own notice of claim, and a person who acquires property with water rights for which a notice of claim was filed will not be charged for a copy of the notice of claim filed by the previous owner.)

After the notices of claims have been reviewed, the director will prepare and file a report with the court. Part 1 of the report will contain the director's recommendations as to each water right claimed under state law. Part 2 of the report will list each federal reserved water right claimed. A number of reports will be prepared, one or more for each sub-basin in the Snake River Basin. When the report for your sub-basin is filed with the court, you will be mailed a notice informing you that the report for your sub-basin has been filed. The notice will be sent to the most recent address shown by the department's files. Attached to the notice will be a copy of those portions of the report describing the water rights you have claimed. If you do not agree with the way your water right is described, you may file an objection to the report with the court. You can also file an objection if you disagree with the way other claimant's water rights are described; and the notice will tell you where a copy of the full report is available for inspection. The notice will tell you when and where to file your objection. The notice of filing for each sub-basin report will also be published state-wide in local newspapers.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 3-15 to 11-15 amount .40 or _____

For Stockwater purposes from 1-1 to 12-31 amount .02 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) .42 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 60 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) Herford Cows 20 Horses 2

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
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
045	06E	12			<u>20</u>						<u>20</u>								<u>20</u>
					<u>S</u>						<u>S</u>								

Total number of acres irrigated 20

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

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

14. Remarks:

Last Name Cromar Ident No. _____

Copies: White -State, Yellow-Claimant

It is very important that you inform the department in writing of any change in your address. This is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

If you are acquiring property with water rights in the Snake River Basin water system in Idaho (either by purchase, gift, inheritance, or other means), it is very important that you inquire of the department whether a notice of claim has been filed. If not, you must file a notice of claim or the water right may be declared by the court to no longer exist. If a notice of claim has been filed, it is very important that you file a written notice of change in ownership with the department. The notice of change in ownership must be accompanied by some evidence of the change in ownership, such as a copy of the deed or a property tax statement showing the name of the new owner. Again, this is to make sure that you receive the notices affecting your water rights that are to be mailed by the department.

The cost of the subscription to the docket sheet is \$7.50 for calendar year 1988. The cost of the subscription may increase a small amount for calendar year 1989 if the cost of copying and/or mailing should increase.

If you are planning to file a motion or other pleading (not a notice of claim) with the court (not IDWR), the court has issued an order setting a special procedure that is different from the usual civil rules. A copy of the order may be obtained from any office of IDWR; you may be charged for the cost of mailing and/or copying.

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

Decree _____

If applicable provide IDWR Water Right Number 61-4060

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) Robert Cromar Date 11/24/89

Marilyn D. Cromar Date 11/24/89

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 Ada) SS.

Subscribed and sworn (or affirmed) before me this 24th day of November 19 89

SEAL

Notary Public Carter Fritschle

Residing at Carter Fritschle, Notary Public

My Commission Expires Residing at Eagle, Idaho

Please Print Name _____ My Commission Expires March 21, 1994

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 _____

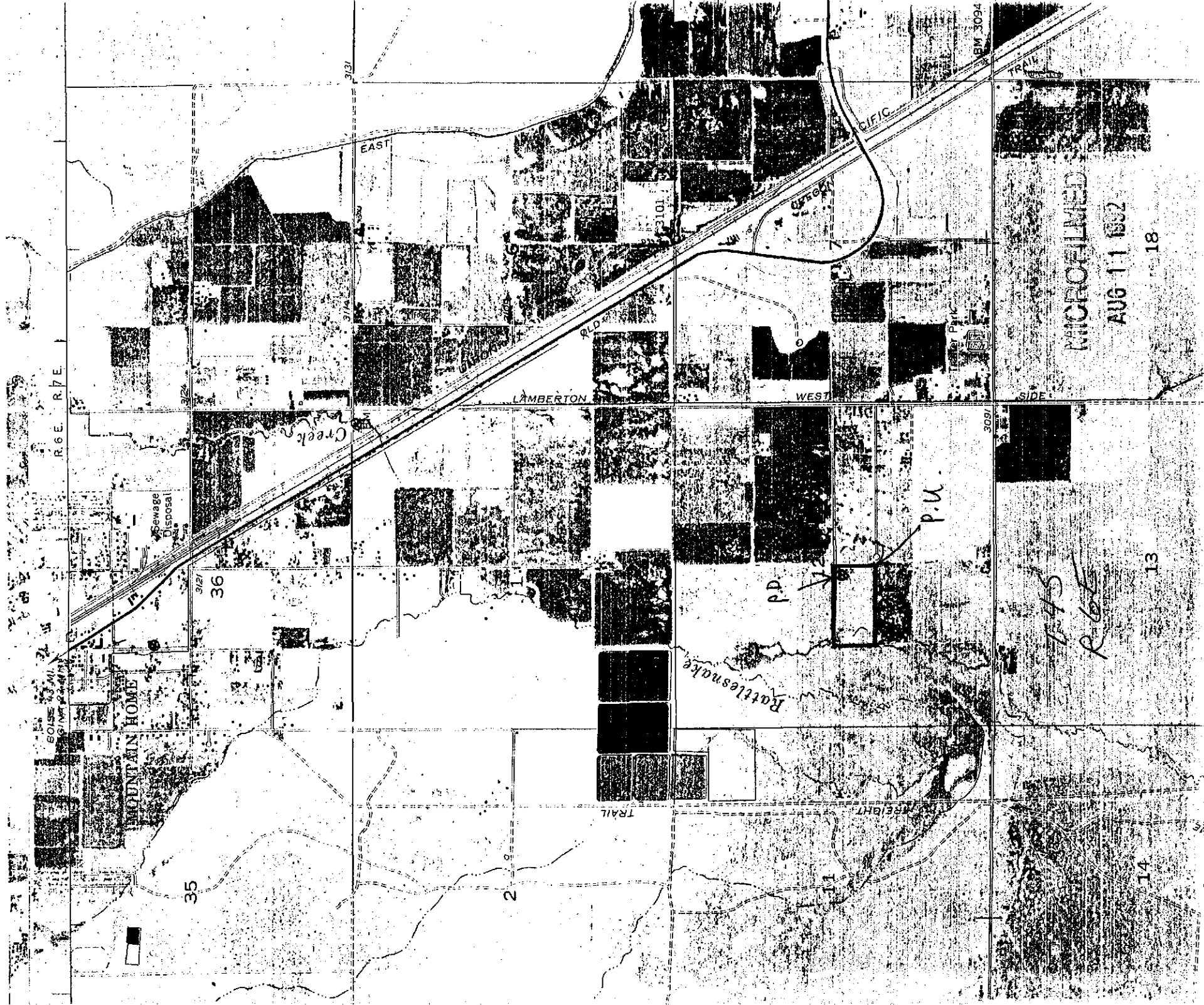
Address _____

Date _____

Last Name Cromar Ident. Number _____

Copies White-State, Yellow-Claimant

R6E R7E





State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

January 28, 1993

Re: Claim No(s). AW1-04060

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

J ROBERT CROMAR
MARILYN D CROMAR
PO BOX 646
MT HOME ID 83647

Dear Claimant(s):

In the past, you submitted the above referenced claim(s) in the Snake River Basin Adjudication. Enclosed is a computer generated print-out of the claim(s) for your reference only; this print-out is **NOT** to be returned or re-filed. You have indicated when this claim was filed that the water right(s) was based on either a "Statutory Claim" or "Beneficial Use" of the water. Water rights of this type are established by the historical use of water for a beneficial purpose, dating back to the time the water was first used, this date being the "**Priority Date**" as shown on the enclosed print-out. Your claim(s) has not been confirmed by a previous filing with the Department of Water Resources since there is no decree, license, or permit on file to verify the use of this water. For this reason, the Department is under a legal requirement to gather evidence from claimants supporting the date of priority for claims based on historical beneficial use of water. Any other claims you may have filed, that are not listed above, do not require evidence of priority.

Enclosed is a pamphlet entitled "**Evidence of Priority**" which describes why evidence of the priority date is necessary along with examples of types of evidence that can be submitted to fulfill this requirement. If no evidence is submitted, or we do not hear from you within the time limit below, your priority date, as claimed, may not be recommended to the Court for decree. This could jeopardize your water use under this right(s), if water availability problems arise in the future. It is our goal to decree the historical water rights within the Snake River Basin as accurately as possible. Field exams to verify claims in this area should be conducted this summer by Department personnel. Prior to conducting the field exams, we will contact you to discuss details and schedule a time convenient for you.

Please submit the required evidence supporting the priority date(s) by March 15, 1993, referencing all documents with the corresponding claim number(s). If you have any questions not covered by this letter, or the enclosed pamphlet, please call the toll-free number listed on the back page of the pamphlet or the Western Region office shown above.

Adjudication Section
Department of Water Resources
Western Region Office

RECEIVED

MAR 3 1993

Department of Water Resources
Western Regional Office

ARTICLES OF CO-PARTNERSHIP

PARTNERSHIP AGREEMENT, made and entered into this 1st day of October, 1955, by and between DENVER A. HAMLIN, also known as D. A. Hamlin, of Mountain Home, Idaho, and J. E. WILKINS, of Mountain Home, Idaho, WITNESSETH:

WHEREAS, the parties hereto have purchased certain real property hereinafter described and are now farming and developing the same and have also purchased hogs which they are raising for sale upon the open market and the parties desire to operate the said farm and to produce said livestock as co-partners under the terms and conditions hereinafter set forth, NOW, THEREFORE;

IT IS HEREBY AGREED between the said parties that they will become and do by these presents become partners upon the following terms and conditions and for the following purposes, to-wit:

1. The partnership shall commence upon the date hereof and shall continue until terminated by mutual agreement or by any other method prescribed by the uniform partnership act of the State of Idaho.

2. This partnership is organized for the purpose of operating the farming property hereinafter described and raising and producing hogs for sale upon the open market and for purposes incidental thereto, and for such other purposes as the partners may agree upon from time to time.

3. The partnership property now owned by the partners is generally described as follows:

Real property situate in the County of Elmore, State of Idaho, and described as follows:

The north half of the northeast quarter of the southwest quarter of Section 12, Township 4 south, Range 6 east, Boise Meridian.

Personal property described as follows:

Approximately 200 head of hogs.

1 Ford 1½ ton truck, year model 1953.

1 steam boiler, together with tank, for cooking garbage.

1 sprinkling system for irrigation purposes.

2 electric motors and 2 pumps, now installed for irrigating and producing water upon the above described real property.

4. It is understood that the said Denver A. Hamlin and his family shall have the right to use and occupy a residence house now located upon the above described real property, for the use of which he shall not be required to pay any rent to the partnership, but in consideration of the use and occupation of said residence house the said Denver A. Hamlin shall generally supervise the partnership operations upon said property, for which he shall not be entitled to any wages. Any additional partnership property acquired for the use of the partnership shall be paid for by the parties hereto, one-half by Hamlin and one-half by Wilkins. Monies received by the partnership shall be deposited in such bank or banks as the partners shall designate from time to time and money so deposited may be withdrawn upon checks signed by Hamlin. Each partner shall at all times give the other member of the firm full information and truthful explanations of all matters relating to the business of the partnership, when such information or explanation is requested. Neither of the partners shall assign, mortgage or charge his share in the assets or profits of the partnership, or any part of such share, without first obtaining the written consent of the other partner.

5. BOOKS OF ACCOUNT shall be kept by the partnership showing a full, true and complete list of all property owned by it and of all partnership transactions, which books of account shall be open at all times to the inspection of either partner.

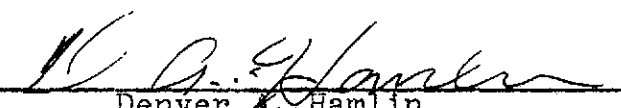
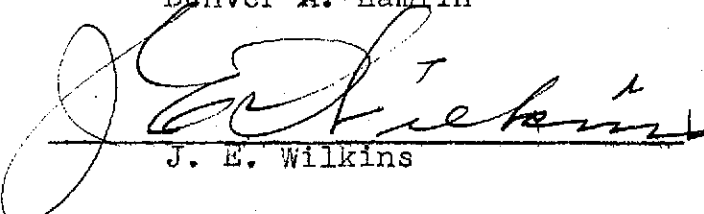
At least once each calendar year during the continuance of the partnership, or sooner if agreed upon between the partners, a full and complete accounting shall be had between the partners and all of the obligations of the partnership for which monies are available for payment shall be paid and all profits of the partnership shall be divided one-half to each partner. If there are not sufficient funds to the credit of the partnership to pay the partnership debts, then each of the partners shall contribute one-half of the deficiency. It is understood that the partnership is now obligated to the First Security Bank of Idaho, National Association, upon a note and mortgage executed by Hamlin and his wife and that the present balance hereafter payable to said bank is the sum of \$2,427.50, and it is hereby agreed that said debt is a partnership obligation.

6. In the event either of the partners violates any of the provisions of this agreement, the other partner may at his option dissolve the partnership by giving the defaulting partner fifteen days notice in writing of his election to dissolve the partnership, which notice shall specify wherein the defaulting party has failed to comply with this agreement. Upon dissolution of the partnership by reason of death, withdrawal or any other act of either partner, the remaining partner may, if he so desires, continue to operate the partnership business and he shall have the first right and privilege to purchase the interest of the retiring partner in the business by paying the value of such interest as determined at that time by the partners themselves, if there is a withdrawal, or, if death, as determined by the surviving partner and the deceased's heirs or personal representatives, after deducting any money due the partnership from the retiring partner. Upon such payment the retiring partner or his personal representatives shall execute and deliver to the other partner all necessary conveyances of the

interest sold.

7. Upon final termination of the partnership from whatever cause, all partnership affairs shall be adjusted and the debts paid and discharged and all monies or other property remaining shall be divided equally between the partners, after making adjustments for advancements, loans or other obligations between the partners themselves and the partnership.

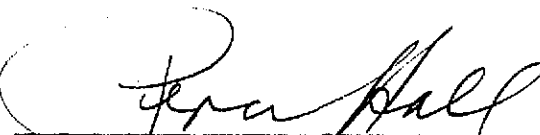
IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year in this agreement first above written.


Denver A. Hamlin

J. E. Wilkins

STATE OF IDAHO)
) ss
COUNTY OF ELMORE,)

On this 26th day of October, in the year 1955, before me, the undersigned, a Notary Public in and for said State, personally appeared Denver A. Hamlin and J. E. Wilkins, known to me to be the persons whose names are subscribed to the foregoing 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.


Notary Public for Idaho
Residing at Mountain Home, Idaho

RECEIVED

MAR 8 1956

Department of Water Resources
Western Regional Office

ASSIGNMENT OF SALE CONTRACT

WHEREAS, upon the 14th day of December, 1955, the undersigned Denver A. Hamlin, who is also sometimes known as D. A. Hamlin, and Bessie Rose Hamlin, who is also sometimes known as Bessie Hamlin, husband and wife, and J. E. Wilkins, a single man, as sellers, made and entered into an agreement in writing whereby they agreed to sell and convey to Emil Janoushek and Alvin G. Janoushek, as buyers, the following described real property situate in the County of Elmore, State of Idaho, and bounded and described as follows:

The north half of the northeast quarter of the southwest quarter of Section Twelve, Township Four South, Range Six East, Boise Meridian, together with all water rights and ditch rights appurtenant to said land and together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, but subject to existing rights of way for road and ditch purposes.

AND, WHEREAS, they also agreed to sell and convey to the said Janousheks certain personal property listed and described in said contract, and,

WHEREAS, the sale price for said property was the sum of \$14,000.00, payable \$2,500.00 coincident with the execution of said agreement, \$2,204.00 credited through the assumption by said buyers of a real estate mortgage held by First Security Bank of Idaho, National Association, at Mountain Home, Idaho, covering said real property, and the balance of said purchase price, being the sum of \$9,296.00 payable at the times and in amounts as follows:

The sum of \$2,500.00 on or before the 14th day of December, 1956, and the sum of \$2,500.00 on or before the 14th day of December of each and every year thereafter until said purchase price has been paid in full, said deferred balance bearing interest from the date of said contract at the rate of five per cent per annum, and said interest being payable annually, and,

WHEREAS, warranty deed and abstract of title covering said real property were deposited in escrow with the First Security Bank of Idaho, National Association, at Mountain Home, Idaho, and the said

Hammins desire to sell, assign, transfer and set over to the said J. E. Wilkins all of their right, title, claim and interest in and to said contract and in and to all monies hereafter to be paid to them, as sellers, under said contract, together with the interest, NOW, THEREFORE;

KNOW ALL MEN BY THESE PRESENTS: that the undersigned Denver A. Hamlin, also known as D. A. Hamlin, and Bessie Rose Hamlin, also known as Bessie Hamlin, husband and wife, hereinafter designated as Hammins, for a valuable consideration to them in hand paid, the receipt and sufficiency of which is hereby acknowledged, do by these presents grant, bargain, sell, assign, transfer and set over unto the said J. E. Wilkins, hereinafter designated as Wilkins, all of their right, title, claim and interest in and to the said sale contract of December 14, 1955, and in and to the real and personal property therein described and in and to all monies hereafter to become payable under said contract, with the interest, and together with all of their rights, powers, privileges and immunities under said contract;

TO HAVE AND TO HOLD the same unto the said J. E. Wilkins, his heirs, executors, administrators and assigns FOREVER;

And the said Hammins hereby authorize and direct the said First Security Bank of Idaho, National Association, at Mountain Home, Idaho, to pay over and deliver to the said J. E. Wilkins all monies hereafter received by it, as escrow holder, for the sellers under the terms and conditions of the said sale contract of December 14, 1955. In the event the said Janousheks fail to comply with the terms of said contract and Wilkins exercises the right of terminating said contract and retaking possession of said real and personal property, then said bank shall be and is hereby authorized and directed to deliver to the said J. E. Wilkins all papers then being held by it in escrow under the contract hereby assigned.

IN WITNESS WHEREOF, the said Hamlins have hereunto set their hands this 17th day of August, 1956.

Denver A. Hamlin
Denver A. Hamlin

Bessie Rose Hamlin
Bessie Rose Hamlin

STATE OF IDAHO, }
COUNTY OF ELMORE, } ss.

On this 17th day of August, in the year 1956, before me, the undersigned, a Notary Public in and for said State, personally appeared Denver A. Hamlin and Bessie Rose Hamlin, husband and wife, known to me to be the persons whose names are subscribed to the foregoing 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.

John Ball
Notary Public for Idaho,
Residing at Mountain Home, Idaho.

RECEIVED

MAR 3 1993

Department of Water Resources
Western Regional Office

BILL OF SALE

BILL OF SALE, made this 17th day of August, 1956, between DENVER A. HAMLIN, also known as D. A. Hamlin, and BESSIE ROSE HAMLIN, also known as Bessie Hamlin, husband and wife, of Mountain Home, County of Elmore, State of Idaho, hereinafter designated as the sellers, and J. E. WILKINS, of Mountain Home, County of Elmore, State of Idaho, hereinafter designated as the buyer;

WITNESSETH: That the said sellers, for a valuable consideration to them in hand paid by the buyer, the receipt whereof by the sellers is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said buyer, his executors, administrators and assigns, the following described personal property, to-wit:

1 steam boiler with tank
All sprinkling equipment, including pipe, pressure pump and 3 hp. electric motor
1 Parma Lift pump, "0", and 3 hp. electric motor
1 Gear pressure pump
Misc. troughs, posts, ties, lumber and other misc. equipment owned by the sellers and used in connection with their business of raising hogs for sale on the open market.

TO HAVE AND TO HOLD the same unto the said buyer, his executors, administrators and assigns FOREVER.

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

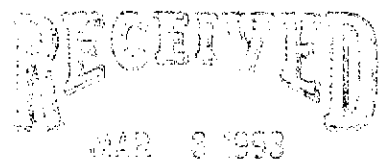
Denver A. Hamlin
Bessie Rose Hamlin

STATE OF IDAHO,)
COUNTY OF ELMORE,) ss.

On this 17th day of August, in the year 1956, before me, the undersigned, a Notary Public in and for said State, personally appeared Denver A. Hamlin and Bessie Rose Hamlin, husband and wife, known to me to be the persons whose names are subscribed to the foregoing 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.

Grace Hall
Notary Public for Idaho,
Residing at Mountain Home, Idaho.



Department of Water Resources
AGREEMENT FOR SALE OF REAL PROPERTY Western Regional Office

PARTIES:

HELEN A. WILKINS,
a single woman,

Seller,

and

FRANCIS C. ALLEN
and MARY E. ALLEN,
husband and wife,

Buyers.

SUBJECT:

ELMORE COUNTY
REAL PROPERTY

SALES AGREEMENT, made this 12th day of October, 1967,
between HELEN A. WILKINS, a single woman, of Mountain Home, Idaho,
hereinafter designated as the seller, and FRANCIS C. ALLEN and
MARY E. ALLEN, husband and wife, of Mountain Home, Idaho, here-
inafter designated as the buyers;

WITNESSETH: That for and in consideration of the sum of
Nine Thousand Five Hundred Dollars (\$9,500.00), to be paid as
hereinafter specified, and in consideration of the covenants
and agreements herein contained, the seller hereby agrees to
sell and convey and the buyers hereby agree to buy the following
described real property located in the County of Elmore, State
of Idaho, and particularly described as follows:

The North Half of the Northeast Quarter of
the Southwest Quarter of Section Twelve,
Township Four South, Range Six East, Boise
Meridian, subject to existing ditch easements
on the east and south sides of said property
and also subject to road easement for access
to land located south of and adjacent to the
above-described tract;

Together with the tenements, hereditaments
and appurtenances thereunto belonging or
in anywise appertaining.

1. PURCHASE PRICE. The buyers, in consideration of the premises, agree to pay to the seller for said property the said sum of \$9,500.00 at the times and in amounts as follows:

The sum of \$500.00 coincident with the execution of this agreement, the receipt whereof by the seller is hereby acknowledged;

The sum of \$75.00 on or before the 15th day of November, 1967, and the sum of \$75.00 on or before the 15th day of each and every calendar month thereafter until the whole amount of said purchase price, together with the interest that shall accrue thereon, has been paid in full.

2. INTEREST. The deferred balance of said purchase price shall bear interest from the 15th day of October, 1967, until paid at the rate of six per cent (6%) per annum. Each monthly installment paid hereunder shall first be applied towards payment of the interest then accrued and unpaid to the date of such payment and the balance of each monthly installment shall be applied upon the principal sum to be paid hereunder.

3. RIGHT OF PREPAYMENT. The buyers may at their option pay all or any part of said purchase price on or before the due date thereof and interest shall be charged only upon the principal balance remaining from time to time unpaid.

4. PLACE OF PAYMENT. All of said deferred payments shall be paid by the buyers to the seller at the Idaho First National Bank in Mountain Home, Idaho, which said bank is hereinafter designated as escrow holder under the terms of this agreement.

5. PUMP AND TANK. It is understood that there is a pump and pressure tank on the premises, not yet installed, for supplying domestic water to the residence house on the premises and the seller agrees to install said pump and tank for the use of

buyers, all to be done within thirty days from the date of the execution of this agreement.

5. TAXES. The seller agrees to pay and discharge all unpaid taxes and assessments levied or assessed against said property for the year 1966 and all previous years. Taxes levied and assessed against said property for the year 1967 shall be prorated between the parties hereto as of the 15th day of October, 1967, the seller paying that portion of said taxes accruing for said year prior to said date and the buyers paying that portion of said taxes accruing for said year subsequent to said date. The buyers agree to pay all taxes levied and assessed against said property for the year 1968 and all subsequent years. If the buyers fail to pay the taxes herein agreed by them to be paid before the same go delinquent, the seller may declare the buyers in default under the terms of this agreement after notice as hereinafter mentioned, or may at her option make any payment deemed by her to be necessary to protect the title to the property herein sold and any such payment made by the seller shall be considered as a portion of the unpaid purchase price and shall bear interest at the rate of six per cent per annum from the date of payment until repaid by the buyers and the buyers agree to repay the same upon demand.

6. POSSESSION. The buyers shall be entitled to the possession of said property upon the 15th day of October, 1967, and may continue in possession of said property so long as they comply with the terms of this agreement.

7. WASTE. Any buildings or permanent improvements placed upon said property by the buyers shall become a part of said

property and shall not be removed. The buyers covenant to commit no waste upon said premises and to permit no waste to be committed by others and further covenant to keep said premises free and clear of all mechanics' liens, materialmen's liens and all other liens of every kind or nature whatsoever, save and except current taxes.

8. FIRE INSURANCE. Coincident with the execution of this agreement the buyers shall insure the improvements located upon the above-described real property against loss by fire or other casualty with an insurance company acceptable to the seller for at least the sum of \$6,000.00 and at the same time there shall be attached to said policy a "contract of sale clause" so that loss, if any, payable thereunder, shall be paid to the seller and the buyers as their interest may at that time appear. The buyers shall continue to maintain such insurance during the entire life of this agreement for at least the said sum of \$6,000.00 and with loss payable as above mentioned. Said fire insurance policy shall be kept on deposit with the escrow holder hereinafter mentioned.

9. ESCROW. The seller agrees coincident with the execution of this agreement to place in escrow with the Idaho First National Bank at Mountain Home, Idaho, a warranty deed in standard form executed by the seller and conveying to the buyers the above-described real property, free and clear of liens and encumbrances. Said escrow holder shall be and is hereby authorized and directed to deliver said deed to the buyers upon their depositing in said bank to the credit of the seller the deferred payments of purchase price above mentioned, with

the interest, at the times specified above, and upon a compliance with the other terms and conditions hereof; otherwise, said deed shall be returned to the seller. An executed copy of this agreement shall be deposited with said bank as escrow holder and shall be directions and instructions to it with reference to the terms and conditions hereof.

10. ESCROW FEES. The initial escrow fee of said bank, charged for setting up the escrow, shall be paid by the seller. All other escrow fees of said bank, charged for handling the monthly collections hereunder, shall be paid by the buyers.

11. REVENUE STAMPS. The seller agrees to affix to said warranty deed the necessary federal revenue stamps, prior to the delivery thereof to the buyers, after payment of the purchase price with interest, and in the event the sellers shall fail to do so, then said escrow holder is hereby authorized and directed to place said revenue stamps upon said deed and to charge the cost thereof to the account of the seller.

12. TITLE INSURANCE. Upon payment in full of the purchase price above mentioned, with interest, and simultaneously with the delivery of the warranty deed above mentioned to the buyers, the seller shall furnish at seller's expense and deliver to the buyers an owner's policy of title insurance covering the above-described real property, written in the amount of the purchase price above mentioned in standard form, written in favor of the buyers and guaranteeing marketable title to said property, subject only to the standard printed exceptions in said policy and taxes for the year in which said deed is delivered and any liens made or suffered against said

property by the buyers. If the seller fails to purchase and deliver such title insurance, then the escrow holder is hereby authorized and directed to purchase the same and to charge the cost thereof to the account of the seller.

13. NO WARRANTIES. The buyers hereby acknowledge that they have personally inspected the above-described real property and the buildings and other improvements located thereon, including the wells and water-pumping equipment, and acknowledge that the same are in a run-down condition. The buyers know the condition thereof and have accepted said property, including the pumping equipment, in its present condition. It is understood that no part of said property is located within the boundaries of the Mountain Home Irrigation District and that the only water rights appurtenant to said property consist of the surface wells located thereon. The buyers acknowledge that the seller has made no representations with reference to the quantity or quality of the water in said wells and that the buyers are relying upon their own judgment as to the condition and value of said property. It is further agreed that neither the seller nor anyone in seller's behalf has made any representations whatsoever in reference to said property, save and except that the seller has good title to said property and will convey marketable title to the same to the buyers, free and clear of liens and encumbrances.

14. CARE OF PROPERTY. The buyers agree to keep up and maintain said property and the improvements thereon in as good a condition as the same now are, natural wear and tear from the ordinary use thereof excepted.

15. AGREEMENT NOT TO BE RECORDED. Neither this agreement nor any paper nor affidavit in any way or manner referring hereto shall be filed by the buyers for record in the office of the County Recorder of Elmore County, Idaho, without first obtaining the written consent of the seller, it being understood that the buyers' possession of said property gives notice to the world of their interest in said property.

16. REMEDIES FOR DEFAULT. Time is agreed to be of the essence of said payments and of this agreement and of any subsequent agreement in relation hereto, and full performance by the buyers of all their obligations hereunder is and shall be a condition precedent to their right to a conveyance hereunder. In the event the buyers fail to comply with any of the terms hereof, then the seller, through said escrow holder, shall first give the buyers thirty days' notice in writing specifying wherein the buyers have failed to comply with this agreement and which said notice shall be delivered to the buyers or either of them personally or may be sent to them by registered or certified mail, addressed to the buyers at Mountain Home, Idaho, at the last post office address furnished to the escrow holder, which is hereby declared by the buyers to be their usual post office address for the purpose of this agreement. If sent by mail, said notice shall be considered as served upon the buyers upon the date it is deposited in the United States mails with postage prepaid, certified or registered and addressed as above mentioned. If the buyers fail to correct said default within said thirty-day period, the seller may at her option and without further notice declare the whole unpaid balance of said purchase price

immediately due and payable and proceed at once to recover the same, or declare a forfeiture of all of the rights of the buyers under this agreement and of all their interest in and to said property and the seller may thereupon take immediate possession of said property, retaining all sums theretofore paid by the buyers as the reasonable value for the use and occupation of said property during the time that possession of the same is retained by the buyers hereunder, or the seller may at her option bring an action in equity or at law for specific performance with damages. Any provision in this agreement to the contrary notwithstanding, it is agreed that if it becomes necessary for the seller or said escrow holder to serve upon the buyers more than two monthly notices during any calendar year during the continuance of this agreement for default of the buyers in paying the monthly installments of the purchase price to be paid hereunder, then and in that event upon the occurrence of any third or subsequent default during the same calendar year, the seller may at her option exercise any of the rights or remedies granted to her in this paragraph of this agreement without any prior notice of any kind or nature whatsoever.

17. ATTORNEY'S FEES. In the event it becomes necessary for either of the parties hereto to place this agreement in the hands of an attorney for enforcement of their rights hereunder after default of the other party, or to institute suit for enforcement of their rights hereunder after such default, then the defaulting party agrees in such case to pay a reasonable attorney's fee incurred by the other party, in addition to the other damages allowed by law.

18. J. E. WILKINS ESTATE. It is understood that the seller has acquired the title to the above-described real property as an heir or devisee under the will of J. E. Wilkins, deceased; that the will of said decedent is now being probated in the Probate Court of Elmore County, Idaho; that the seller will prosecute such probate proceedings with reasonable diligence and will complete the same in order to vest title in her for the purpose of conveying such title to the buyers, prior to the time of final payment of the purchase price, in accordance with the terms of this agreement.

19. HEIRS AND ASSIGNS. The terms and conditions of this agreement shall extend to and be binding upon the heirs, administrators, executors and assigns of the respective parties hereto.

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

Helen A. Wilkins
Helen A. Wilkins
SELLER

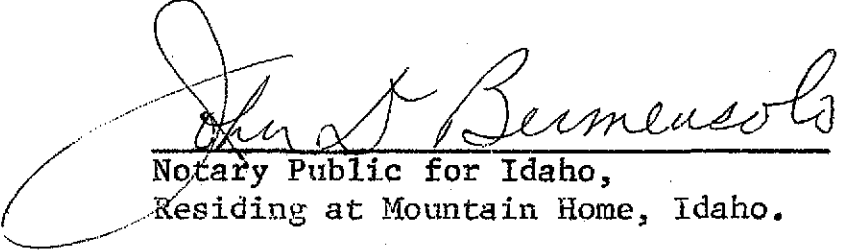
Francis C. Allen
Francis C. Allen

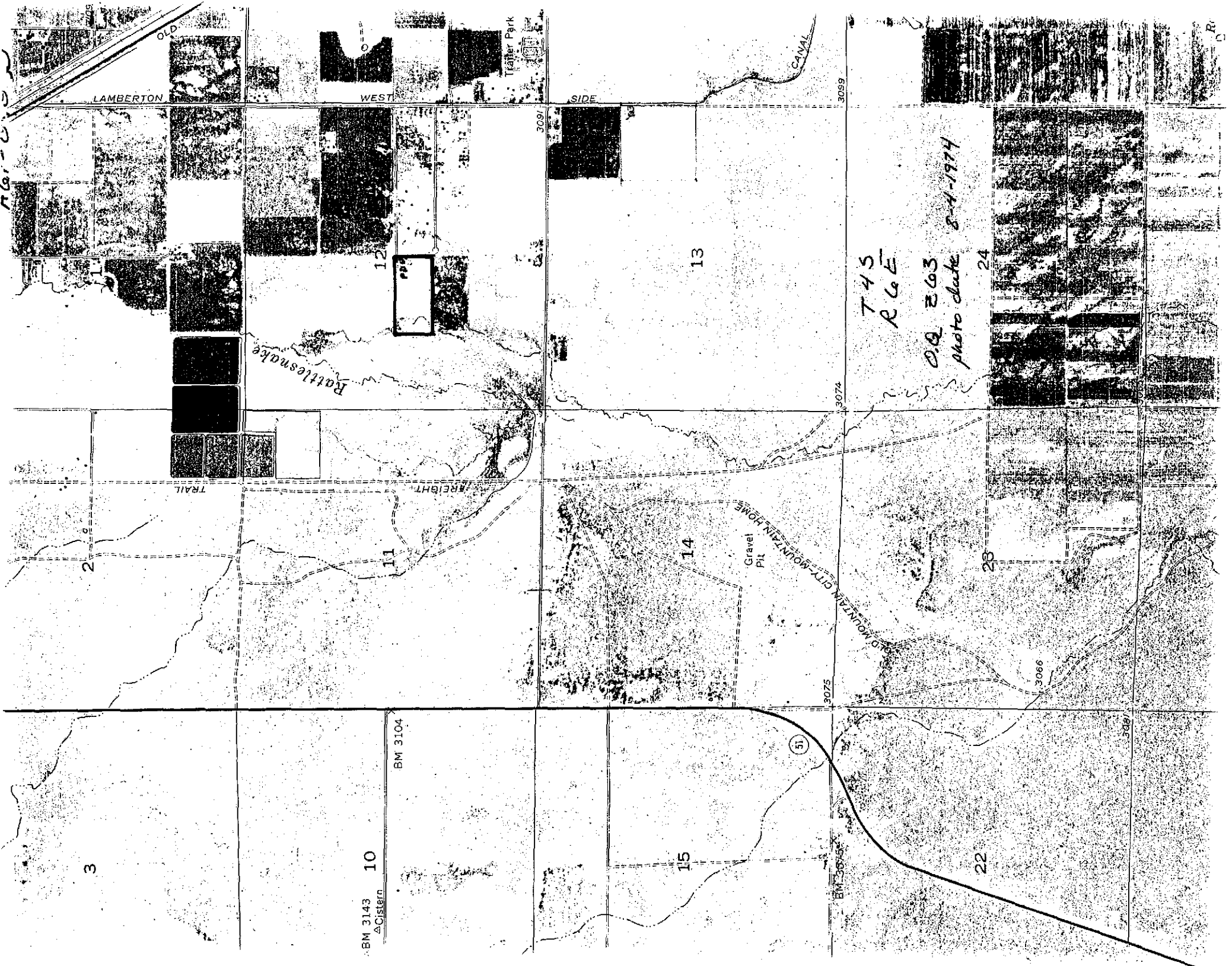
Mary E. Allen
Mary E. Allen
BUYERS

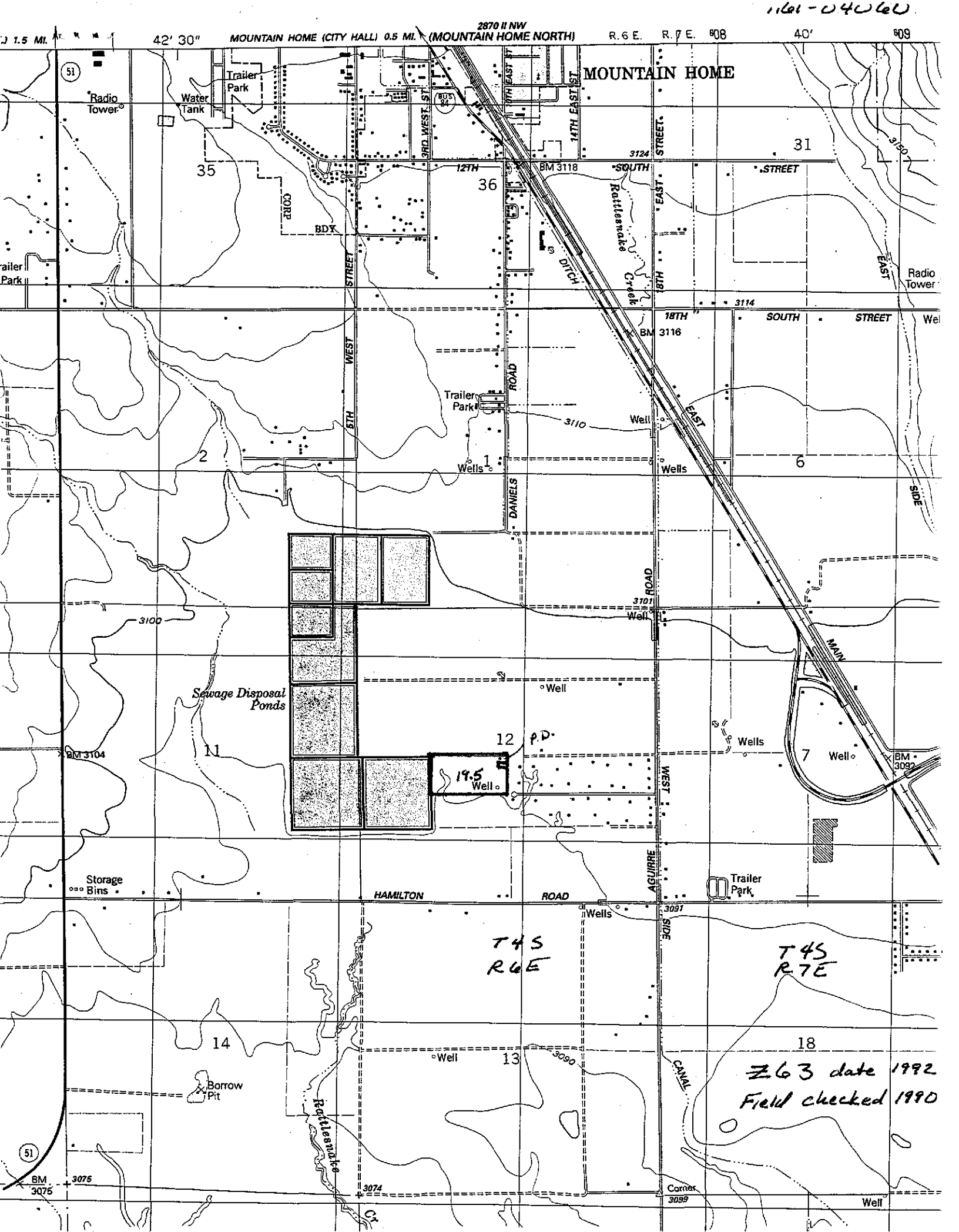
STATE OF IDAHO,)
) ss.
COUNTY OF ELMORE,)

On this 17th day of October, in the year 1967, before me, the undersigned, a Notary Public in and for said State, personally appeared Helen A. Wilkins, a single woman, and Francis C. Allen and Mary E. Allen, husband and wife, known to me to be the persons whose names are subscribed to the foregoing 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.


Notary Public for Idaho,
Residing at Mountain Home, Idaho.





AGL-04060

31
02

131
4

2 NHSL
342

3 NHSL
21.1

4 NHSL
293

2 NH
19.3

-HEL
3

1 NHSL
342

8 NHSL 1987
874.1 aerial photo
24 9-20-94

T45
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195

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT



Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that J. ROBERT CROMAR & OR MARILYN D. CROMAR
(Name of Claimant)

P.O. Box 10460, MTN. HOME, ID 83647 Telephone No. 587-4606
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use) 1/1/1960

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

- (2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
GROUNDWATER tributary to _____

- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

	(cfs, af)	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
			(Mo., Day)	(Mo., Day)
Quantity	<u>0.40 CFS</u>	Use <u>IRRIGATION</u>	Period of Use From <u>MAR. 15</u>	To <u>NOV. 15</u>
Quantity	_____	Use _____	Period of Use From _____	To _____
Quantity	_____	Use _____	Period of Use From _____	To _____
Quantity	_____	Use _____	Period of Use From _____	To _____
Quantity	_____	Use _____	Period of Use From _____	To _____

- (4) 0.40 CFS TOTAL QUANTITY USED.
(cfs, af)

- (5) A) Point of diversion: (Location of point where water is diverted from its source)
NE 1/4 SW 1/4, Sec. 12 Twp. 4S Rge. 6E B.M., County of ELMORE
Additional points of diversion: _____

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. 16' WELL 36" DIA. WITH 7 HP CENTRIFUGAL PUMP & SPRINKLER SYSTEM.

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE1/4				NW1/4				SW1/4				SE1/4				TOTAL
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
40	6E	12									20								20

No. of acres 20

- B) If water is used for other than irrigation, fully describe that use, being as specific as possible: NONE

NOTE: Include here the type and number of stock watered: _____

- (7) If you are claiming water as a member of an organization, list name of organization: _____

TWR. 45

AGE. 4E

1 2

* — P.O. Y
P.O.F
USE

State of Idaho)
) ss.
County of Ada)

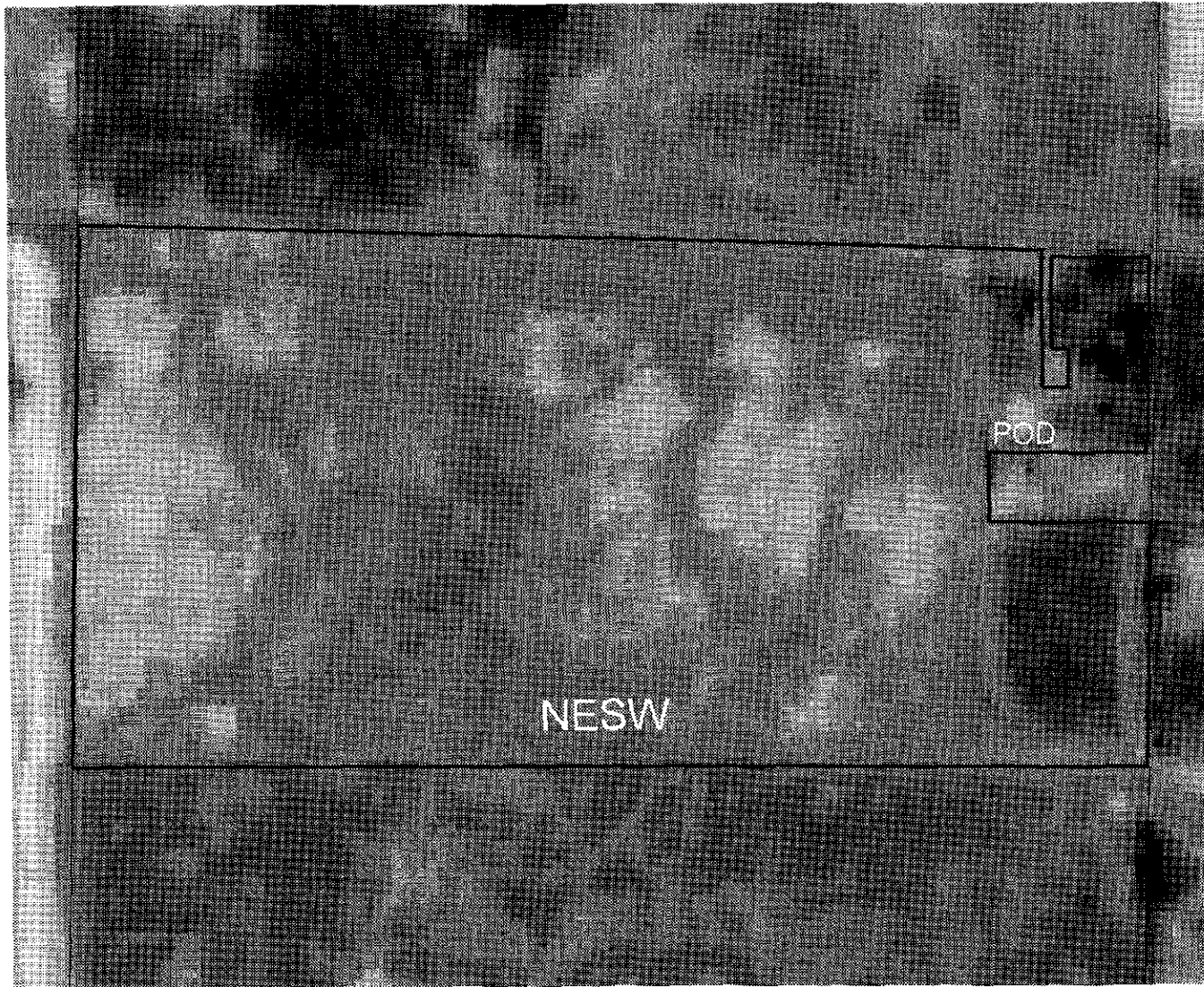
Sworn to before me this 14 day of December, 1982 (Claim

Nancy M. Nathaway
Notary Public
Residing at Boise

My commission expires Life

Received by JG Date 12/14/82 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by JG Date 12/16/82 claimant by: _____
\$30.00 fee received by JG Date 12/17/82 #23070
Published in Home News
Dates 12/30 & 1/6/83

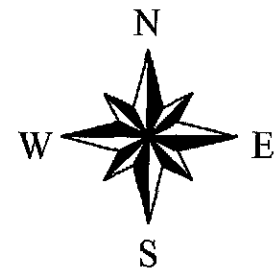
61-04060



T04S R06E S12

Map prepared by: Carter Fritschle
Date prepared: 10/13/98
1987-1988 NAPP photography

200 0 200 400 600 Feet



IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

Water Right Number - R61-04060

Prefix Translation: RESEARCH

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
CROMAR

J ROBERT

1 - PO BOX 646
2 -
3 -

City- MOUNTAIN HOME State- ID Zip- 83647

Phone - 208-587-4606

CROMAR

MARILYN D

1 - PO BOX 646
2 -
3 -

City- MOUNTAIN HOME State- ID Zip- 83647

Phone - 208-587-4606

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
04/01/1955 14 WESTERN J - BENEFICIAL USE

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
GROUNDWATER

+ - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County
04S 06E 12 NE NE SW (39) ELMORE

Code	Description	Period From	Period To	Water Use	Diversion Rate	Diversion Volume
01 - IRRIGATION		03/15	11/15		0.390	78.00
04 - STOCKWATER		01/01	12/31		0.020	

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
0.410 78.00 0.0

TwN	Rng	Sec	Tract	Lot	Acres	Code	Description	County
04S	06E	12	NE SW		19.5	01	IRRIGATION	(39) ELMORE
04S	06E	12	NE SW			04	STOCKWATER	(39) ELMORE

Total Acres: 19.5

+ - - Diversion Means - HAND DUG TRENCH WELL 30' D, 50' W, 100' L, 7.5 HP & 0.5 HP PUMPS

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - NONE

+ - - - - Remarks - - - - - +

EXP STOCKWATER, 40 CATTLE, 2 HORSES

CA 10-13-94

Water right number - R61-04060

Prefix Translation: RESEARCH

+ - - - - Old Water Right Numbers - - - - - +

+ - - - - Old Water Right Numbers - - - - - +

No Old Water Right Numbers Found

+ - - - - Conditions of Approval - - - - - +

N05 - THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE

- SHALL NOT EXCEED 13,000 GALLONS PER DAY.

N08 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR

- STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL
- USE.

+ - - - Decree Plaintiff - - - +

+ - - - Decree Defendant - - - +

+ - Decree Date - +
00/00/0000

+ - - - - Comments - - - - - +

No Comments Found

+ - - Audit Fields - - +

10/13/98 CFRITSCH

+ - - - - Adjudication Rights Dates and Flags Area - - - - - +

Court Report Filing - 00/00/0000
Objection Filed Date - 00/00/0000
Response Filed Date - 00/00/0000
Claim Received Date - 11/24/1989

Field Inspection Made - 09/15/1994
Field Inspection Flag -
Verified Date - 00/00/0000
Last Amended Date - 09/15/1994
Receipt Number - C013008
POU Ownership Flag - Y
Name Connector - AND/OR

Civil Case Number - 39576
Old Case Number -
Old Judicial District -
Temporary Right - P
Water District -
Federal/State Indicator - S
Presumption Flag -
Notice of Error Flag -

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

14:03:26
08/04/94

PAGE: 15
QUICKLOOK INFORMATION

15
CLAIM NUMBER: A61-04060

WR ELEMENT	DATA DISCREPANCY Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	ELEMENT DOCUMENTED WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE	Y		CA 9-15-94	N <i>claim amended</i>	CA 9-20-94	CA 9-21-94	CA 9-21-94	CA 9-21-94
POINT OF DIV	Y			N				
SOURCE				N				
PLACE OF USE	Y			Y <i>reduce acres</i>				
DIV. AMOUNT CFS/VOLUME	Y			Y				
CONSUMPTIVE USE	-			Y				
PURPOSES OF USE	Y			N				
PERIOD OF USE	Y			N <i>claim amended</i>				
BASIS OF CLAIM	Y			N				
REMARKS				N				

BARCODE UPDATED
WHOM/DATE

CA 9-21-94 CWC ~~55~~ 2H
RR-72 ← CA 11-28-94

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

14:03:26
08/04/94

PAGE: 1
GENERAL INFORMATION

1
CLAIM NUMBER: A61-04060

LAST: CROMAR
ADDRESS: P~~X~~O~~X~~ BOX 646
CITY: MOUNTAIN HOME
PHONE NUMBER: 208-587-4606

FIRST: J~~X~~ ROBERT

STATE: ID ZIP: 83647

OWNER CODE: C

LAST: CROMAR
ADDRESS: P~~X~~O~~X~~ BOX 646
CITY: MOUNTAIN HOME
PHONE NUMBER: 208-587-4606

FIRST: MARILYN D~~X~~

STATE: ID ZIP: 83647

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

NO REMARKS IN CLAIM

DATABASE
N

FIELD
EXAMINER
✓

CONTACT PERSON: Bob Croman

PHONE NUMBER: (208) 587-4606

DATE OF FIELD EXAM: 9/15/94

APPOINTMENT MADE: Y(X) N()

TIME: 10:00 A(M) P()

ACCOMPANIED BY: Bob Croman

PHONE NUMBER: () -

RELATIONSHIP TO CLAIMANT: Claimant

DIRECTIONS TO PROPERTY / NOTES:

A. AJ CLAIM: # A61-04060 PRIORITY DATE: 01-01-1960 STAGE: ~~X~~ J

B. WR RECORD: # 61-04060 PRIORITY DATE: 01-01-1960 STAGE: S

C. CAN THE PRIORITY DATE CLAIMED BE CONFIRMED BY A DECREE OR LICENSE? Y() N(X)

D. HAS THERE BEEN A LATER COURT DECREE OF THE WATER RIGHT(S) FROM THIS WATER SOURCE? Y() N(X)

E. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE?
(IF YES, DESCRIBE BELOW) Y() N(X)

F. IF THIS CLAIM IS BASED ON A PERMIT, WHERE IS THE PERMIT IN THE LICENSING PROCESS?

PROOF OF BENEFICIAL USE SUBMITTED N/A(X) Y() N()

FIELD EXAM COMPLETED N/A(X) Y() N()

FIELD EXAM SENT TO STATE OFFICE N/A(X) Y() N()

LICENSE ISSUED N/A(X) Y() N()

* IF THE PERMIT WILL NOT BE LICENSED PRIOR TO THE DIRECTOR'S REPORT,
USE CONDITION CODE A01 AND RECOMMEND AS PERMITTED.

G. IF THIS CLAIM IS BASED ON BENEFICIAL USE, IS ADDITIONAL EVIDENCE
OF THE PRIORITY DATE REQUIRED? N/A() Y() N(X)

* FOR CLAIMS BASED ON BENEFICIAL USE, DESCRIBE THE EVIDENCE OF PRIORITY SUBMITTED,
INCLUDING THE ANALYSIS OF THE EVIDENCE.

H. IS THE STAGE OF THE CLAIM CODED CORRECTLY? Y(X) N()

NOTES: Copy of Articles of Co Partnership dated 10-1-1955 describes
2 motors & 2 pumps and a sprinkling system for irrigation
purposes. An assignment of sale contract signed 8-17-1956
states there are water rights & ditch rights. A Bill of
sale dated 8-17-1956 describes sprinkling equipment
(pipe, pressure pump & 3HP electric motor), one Parma Lift
pump, "0" and 3HP electric motor, and a gear pressure
pump. A sale agreement dated 10-12-1967 describes
wells and pumping equipment in a run down condition and
the only water rights are from the wells. Also, it states the

RECOMMENDED PRIORITY DATE: land is outside of the boundaries of the Mt. Home Irr. Dist.

4-1-1955

REVIEWED BY CA

DATE 9-15-94

All documents are
in claim file.

* Claim amended 9-15-94 to show 4-1-1955 priority date. Evidence submitted
supports irrigation took place on this property by 1955.

CA 9-15-94

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
A61-04060	04S	06E	12	NE	NE	SW			ELMORE		

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

WR RECORDS IN SAME 40 ACRE TRACT

61-07106
61-07572 } subdivision well

SOURCE: GROUNDWATER

TRIB:

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
61-04060	04S	06E	12		NE	SW			ELMORE		

OTHER WR RECORDS WITH SAME WR POD

AJ CLAIMS IN SAME 40 ACRE TRACT
A PREFIX R PREFIX

61-07106
~~61-07106~~ } subdivision well

A61-07106 NONE
- NONE

SOURCE: GROUNDWATER

TRIB:

C. IS THE CLAIMED POD WITHIN THE SAME 40 ACRE TRACT THAT IS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y(☒) N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POD, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

D. CAN THE CLAIMED POD BE VERIFIED USING THE WATER RIGHT FILE OR GPS DATA? N/A() Y() N(☒)

E. SHOULD THE CLAIMED POD BE VERIFIED BY FIELD EXAM? Y(☒) N()

F. IS THE CLAIMED SOURCE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y(☒) N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN SOURCE, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

G. CAN THE CLAIMED SOURCE BE VERIFIED USING THE WATER RIGHT FILE? Y() N(☒)

H. SHOULD THE CLAIMED SOURCE BE VERIFIED BY FIELD EXAM? Y(☒) N()

I. HOW WAS THE POD AND SOURCE VERIFIED?

LICENSING FIELD EXAM (DATE OF FIELD EXAM _____) Y() N(☒)

AJ FIELD EXAM (DATE OF FIELD EXAM 9-15-94 NAME OF EXAMINER Carter Fritschle) Y(☒) N()

OTHER (DESCRIBE IN NOTES BELOW)

NOTES: see attached map for location of p.o.d.

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE: CHECK HERE IF RECOMMENDED AS CLAIMED (X)

TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NBR
04S	06E	12	NE	NE	SW			ELMORE		

SOURCE: GROUNDWATER

TRIB:

REVIEWED BY: CT DATE: 9-20-94

SYSTEM DESCRIPTION: DESCRIBED BELOW () OR SEE ATTACHMENT (X) - Field notes

A. ROOT WATER RIGHT NUMBERS: A61-04060

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
04S	06E	12	NE	SW		CROMAR, J. ROBERT	A61-04060 /20.0	61-04060 /20.0	33.0	19.5	19.5
			NE	SW		HOFER, VICTORIA	A61-10198 /20.0	- /			
			NE	SW		SPLENDID ACRES WATER ASSN	A61-07106 /	- /			
04S	06E	12	NE	SW		CROMAR, J. ROBERT	A61-04060 /	61-04060 /20.0	33.0	Stockwater	
			NE	SW		HOFER, VICTORIA	A61-10198 /20.0	- /			
			NE	SW		SPLENDID ACRES WATER ASSN	A61-07106 /	- /			

ADDITIONAL POU FOUND

TOTAL ACRES A61-04060 20.00 40.00 66.00 19.5

POU COUNTY: ELMORE

C. IS WATER USAGE FOUND IN TRACTS OTHER THAN THOSE CLAIMED?

Y() N(X)

* IF YES, ARE THESE TRACTS LISTED ABOVE (), OR ARE THEY LISTED ON AN ATTACHED SHEET ()

LIST OF ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE:

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A61-04060	GROUNDWATER	CROMAR, J. ROBERT	0.420	0.021		
A61-10198	WASTE WATER	HOFER, VICTORIA	1.000	0.002		

LIST OF ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION:

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A61-04060	STOCKWATER	CROMAR, J. ROBERT	FROM 01-01 TO 12-31	.020 CFS	
A61-07106	DOMESTIC	SPLENDID ACRES WATER ASSN	FROM 01-01 TO 12-31	.500 CFS	

D. ARE OTHER WATER RIGHTS USED FOR THE SAME PURPOSE?

Y() N(X)

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM: NONE

E. IS THE CLAIMED POU THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A() Y(☒) N()

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POU, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

F. CAN THE CLAIMED POU BE VERIFIED USING THE WATER RIGHT FILE AND AVAILABLE AERIAL PHOTOS?

N/A() Y() N(☒)

G. SHOULD THE CLAIMED POU BE VERIFIED BY FIELD EXAM?

Y(☒) N()

H. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THIS RIGHT?

Y() N(☒) *

*Equipment was in poor condition in 1967.

O.Q. 263 (Photo date 8-4-1974) does not show any evidence that the N¹/₂ of the NESW of Sec. 12 was being irrigated when the photo was taken.

Cannot conclude that there has been a 5 year period of nonuse. Claimant states the entire place (including the irrigation system) was rundown when he purchased it. System is now in very good condition.

CA
9-20-94

CHECK DOCUMENTS USED TO VERIFY POU: (X) ORTHOPHOTOQUAD, IDWR NO. Z63; (X) TOPOGRAPHIC QUAD, IDWR NO. Z63;
(X) NAPP, IDWR NO. Z63 NE; (X) ASCS PHOTO; () OTHER _____

NOTES: Owns 20 acres - 1/2 acre out for driveway, buildings
& corrals

RECOMMENDATIONS:

TOTAL ACRES: 19.5 N/A()

REVIEWED BY: CS

DATE: 9-20-94

A. AJ CLAIMED USES:

	PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
A61-04060	IRRIGATION	FROM 03-15 TO 11-15	.400 CFS	
A61-04060	STOCKWATER	FROM 01-01 TO 12-31	.020 CFS	
	TOTAL DIVERSION RATE/VOLUME		.420 CFS	

B. WR RECORDED USES:

	PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
61-04060	IRRIGATION	FROM 03-15 TO 11-15	.400 CFS	
	TOTAL DIVERSION RATE/VOLUME		.400 CFS	

C. DOES THE CLAIMED PURPOSE OF USE CORRECTLY DESCRIBE THE WATER USE? Y(☒) N(☐)

D. IS THE CLAIMED PURPOSE OF USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(☐) Y(☐) N(☒)

* IF NO, AND IF THE ACTUAL WATER USE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN PURPOSE OF USE, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

E. SHOULD THE CLAIMED PURPOSE OF USE BE VERIFIED BY FIELD EXAM? Y(☒) N(☐)

F. DOES THE CLAIMED PERIOD OF USE CONFORM TO IDWR STANDARDS? Y(☐) N(☒)

G. SHOULD THE PERIOD OF USE BE RECOMMENDED TO IDWR STANDARDS? Y(☒) N(☐)

* IF THE RECOMMENDED PERIOD OF USE IS DIFFERENT THAN IDWR STANDARDS, EXPLAIN IN NOTES BELOW.

H. IS THE CLAIMED DIVERSION RATE FOR EACH USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(☐) Y(☐) N(☒)

* IF NO, DESCRIBE IN NOTES BELOW HOW THE RECOMMENDED DIVERSION RATE FOR EACH USE WAS DETERMINED.

I. SHOULD THE CLAIMED DIVERSION RATE FOR EACH USE BE VERIFIED BY FIELD EXAM? Y(☒) N(☐)

J. IS THE CLAIMED DIVERSION VOLUME FOR EACH USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(☒) Y(☐) N(☐)

* IF NO, DESCRIBE IN NOTES BELOW HOW THE RECOMMENDED DIVERSION VOLUME FOR EACH USE WAS DETERMINED.

K. SHOULD THE CLAIMED DIVERSION VOLUME FOR EACH USE BE VERIFIED BY FIELD EXAM? N/A(☒) Y(☐) N(☐)

NOTES:

Period of Use - WR Standards

3-15 + 11-15

AJ CLAIM TOTAL DIVERSION RATE: 0.420 CFS

WR ROOT RIGHT TOTAL DIVERSION RATE: 0.400 CFS

A. IS THE CLAIMED TOTAL DIVERSION RATE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A() Y() N(☒)

B. CAN THE CLAIMED TOTAL DIVERSION RATE BE VERIFIED USING THE WATER RIGHT FILE? N/A() Y() N(☒)

* ALL CLAIMS BASED ON BENEFICIAL USE (INCLUDING POSTED NOTICES AND STATUTORY CLAIMS) REQUIRE A FLOW MEASUREMENT.

C. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THE DIVERSION RATE? Y() N(☒)

* IF AN AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS CLAIMED AND A FIELD EXAM IS NOT REQUIRED, EXPLAIN IN NOTES.

D. SHOULD THE CLAIMED DIVERSION RATE BE VERIFIED BY FIELD EXAM? Y(☒) N()

E. FLOW MEASUREMENT

MEASUREMENT METHOD calculated, SEE ATTACHED CALCULATIONS.

F. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE
ACRES 19.5 x 0.02 CFS/ACRE = 0.39 CFS
(Taken from pou review)

IS A DIVERSION RATE PER ACRE GREATER THAN 0.02 CFS/ACRE CLAIMED? Y() N(☒)

IF YES, IS AN ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N()

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 60.0 AF/A

ACRES 19.5 x CONSUMPTIVE VOL. AF/A FOR AREA 3 =
TOTAL CONSUMPTIVE USE 58.5 AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = AF/A

ACRES 19.5 x DIVERSION VOL. AF/A FOR AREA 4 =
TOTAL DIVERSION VOLUME 78 AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION: SEE BELOW () OR SEE ATTACHMENT ()

1b. CALCULATIONS

$$\begin{aligned} &\text{Irrigation pump} \\ &\frac{7.5 \text{ HP} (8.8) (0.70)}{10' + (2.31 \times 48 \text{ psi})} \\ &= 0.38 \text{ cfs} \end{aligned}$$

$$\begin{aligned} &\frac{7.5 \text{ HP} (8.8) (0.70)}{10' + (2.31 \times 40 \text{ psi})} \\ &= 0.45 \text{ cfs} \end{aligned}$$

Allow
0.39 cfs or
0.02 cfs/ac.

$$\begin{aligned} &\text{Stock water pump} \\ &\frac{0.5 \text{ HP} (8.8) (0.70)}{10' + (2.31 \times 40)} \\ &= 0.03 \text{ cfs} \\ &\text{Allow } 0.02 \text{ cfs} \\ &\text{per claim} \end{aligned}$$

RECOMMENDATIONS: CHECK HERE IF RECOMMENDED AS CLAIMED ()

REC. PURPOSE OF USE	REC. PERIOD		REC. DIV		REC. DIV		REC. CONS.	
	FROM	TO	RATE CFS		VOL. AF/A		USE	
IRRIGATION STOCKWATER	03-15	11-15	DATABASE ~~0.400~~	EXAMINER <u>0.39</u>	DATABASE <u>78</u>	EXAMINER <u>78</u>	DATABASE 60.0	EXAMINER ~~58.5~~
	01-01	12-31	0.020	<u>0.02</u>				<u>58.5</u>
TOTAL FOR THIS RIGHT				<u>0.41</u>		<u>78</u>		~~58.5~~

NON-IRRIGATION USES CLAIMED: S/20 CATTLE, 2 HORSES

NON-IRRIGATION USES RECOMMENDED: CHECK HERE IF RECOMMENDED AS CLAIMED () *claimed amended 9-15-94 to 40 cattle + 2 horses*
Stockwater, 40 cattle, 2 Horses

REVIEWED BY: CA DATE: 9-20-94

N/A

FLAG: _____

STANDARD CONDITIONS (CODE):

N05 N08

STANDARD REMARKS (CODE):

EXPLANATORY CONDITIONS (CODE):

EXPLANATORY REMARKS (CODE):

T

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: 61-04060

TOTAL DIVERSION RATE OF WR SPLITS

DATABASE
0.400

EXAMINER

CFS

SPLITS:

OLD RIGHT
NUMBERS

CURRENT
CLAIM NUMBERS

DIVERSION
RATE

CURRENT "R"
CLAIM NUM.

"R" DIV.
RATE

WR RIGHT
NUMBERS

DIVERSION
RATE

-

A61-04060

0.420

-

61-04060

0.400

TOTAL CFS

0.420

0.400

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 DESCRIBED BELOW (X) OR SEE ATTACHMENT()?

DATABASE
N

FIELD
EXAMINER
Y() N()

NOTES:

Claimed more water on SRBA claim than on 243 claim.

AUTHENTICATION:

SIGNATURE:

Carter Fritschle

DATE:

9-20-94

NAME OF FIELD EXAMINER:

Carter Fritschle

TITLE:

WR Supervisor

MAPS AND AERIAL PHOTOGRAPHS USED TO REVIEW THIS NOTICE OF CLAIM TO A WATER RIGHT

TYPE OF MAP OR PHOTOGRAPH (CHECK IF USED)	IF USED, SUPPLY APPROPRIATE DATE AND OTHER INFORMATION	COPY INCLUDED IN FILE?
☒ ORTHOPHOTOQUAD	DATE OF PHOTO <u>8-4-1974</u> IDWR ID NO. <u>Z 63</u>	Y(☒) N(☐)
☒ TOPOGRAPHIC	DATE FIELD CHECKED <u>1990</u> IDWR ID NO. <u>Z 63</u>	Y(☒) N(☐)
☒ NAPP	DATE OF PHOTO <u>1987</u> IDWR ID NO. <u>Z 63 NE</u>	Y(☐) N(☒)
☒ ASCS AERIAL PHOTO	DATE OF PHOTO <u>1987</u>	Y(☒) N(☐)
☐ ASCS COLOR SLIDE	DATE OF PHOTO _____	Y(☐) N(☐)
☐ BLM OR USFS AERIAL PHOTO	DATE OF PHOTO _____	Y(☐) N(☐)
☐ TOWNSHIP SURVEY (GOVERNMENT PLAT)	DATE OF SURVEY _____	Y(☐) N(☐)
☐ SCS SOIL SURVEY MAP	DATE ISSUED _____	Y(☐) N(☐)
☐ SUBDIVISION PLAT MAP	DATE OF MAP _____	Y(☐) N(☐)
☐ OTHER _____	DATE _____	Y(☐) N(☐)
☐ OTHER _____	DATE _____	Y(☐) N(☐)
☐ OTHER _____	DATE _____	Y(☐) N(☐)

LIST OF ATTACHMENTS (CHECK IF ATTACHED)	IF ATTACHED, SUPPLY APPROPRIATE INFORMATION	NO. OF PAGES	NOTES
☐ LICENSING FIELD EXAM	DATE OF FIELD EXAM _____	_____	_____
☐ WATER RIGHT LICENSE	DATE LICENSE SIGNED _____	_____	_____
☐ IDWR APPROVED TRANSFER	DATE TRANSFER APPROVED _____	_____	_____
☐ SYSTEM DESCRIPTION	DATE DRAWN _____	_____	_____
☒ PHOTOGRAPHS	DATE(S) PHOTOS TAKEN <u>9-15-94</u>	<u>1</u>	_____
☐ SPLIT RIGHT REVIEW	DATE REVIEW COMPLETED _____	_____	_____
☐ HUBBLE ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
☐ CONVEYANCE LOSS ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
☐ FLOW MEASUREMENT CALCULATIONS	DATE SYSTEM MEASURED _____	_____	_____
☒ OTHER <u>243 claim</u>	DATE <u>Filed 12-14-82</u>	<u>2</u>	_____
☒ OTHER <u>Field notes</u>	DATE <u>9-15-94</u>	<u>1</u>	_____

Cromar

9-15-94 CA

AGI-04060

42" diameter and 33' deep 10' to water

Field { 7.5 HP Century Motor 6-332988-03
Berkeley Centrifugal pump ser. 7674186

Jacuzzi 1/2 HP motor & cent. pump } stock
for lawn & stockwater

2" discharge 4" u.g. line to field

8" hand lines

9 heads now because of low water in well

32 heads at 48 psi
under normal conditions

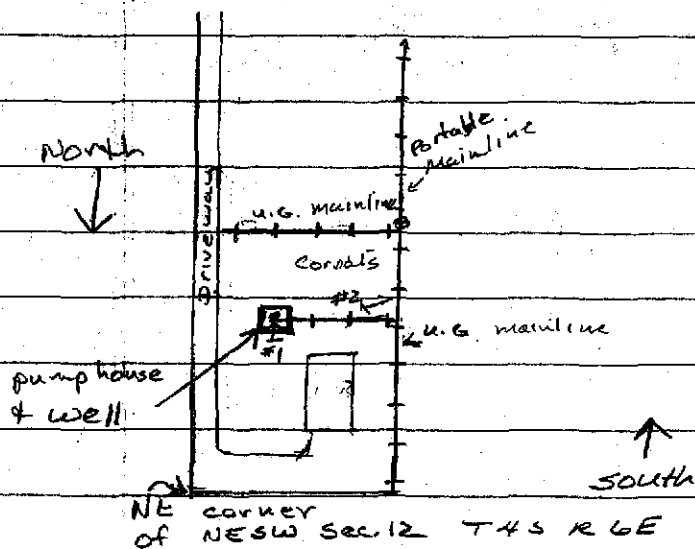
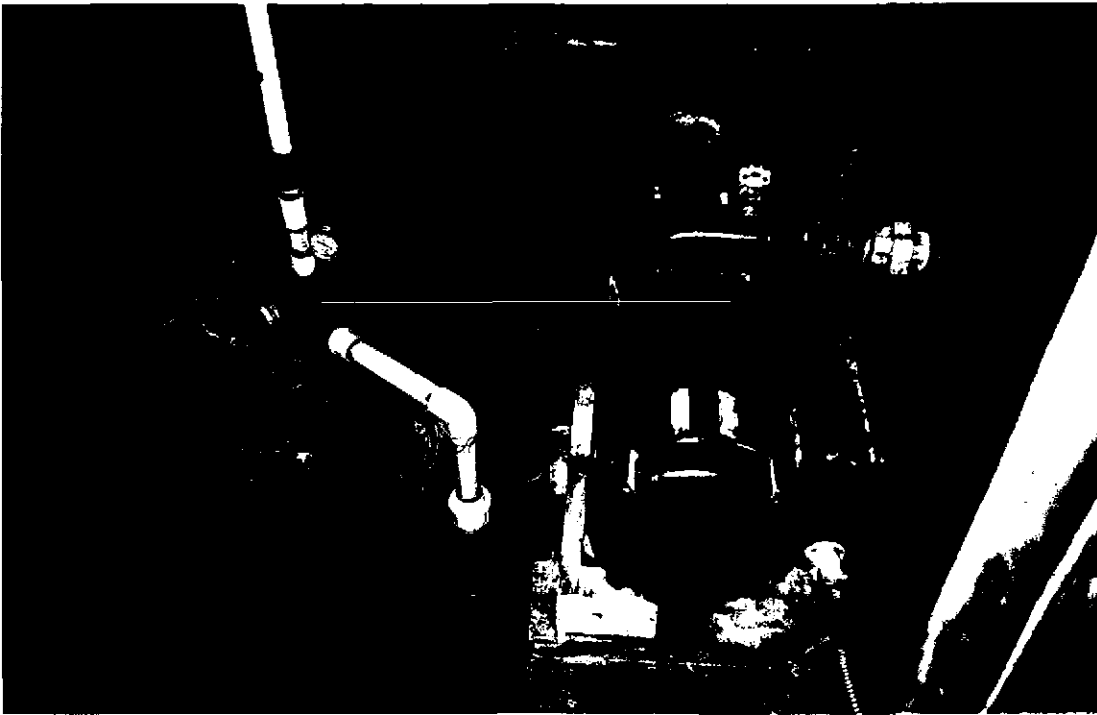


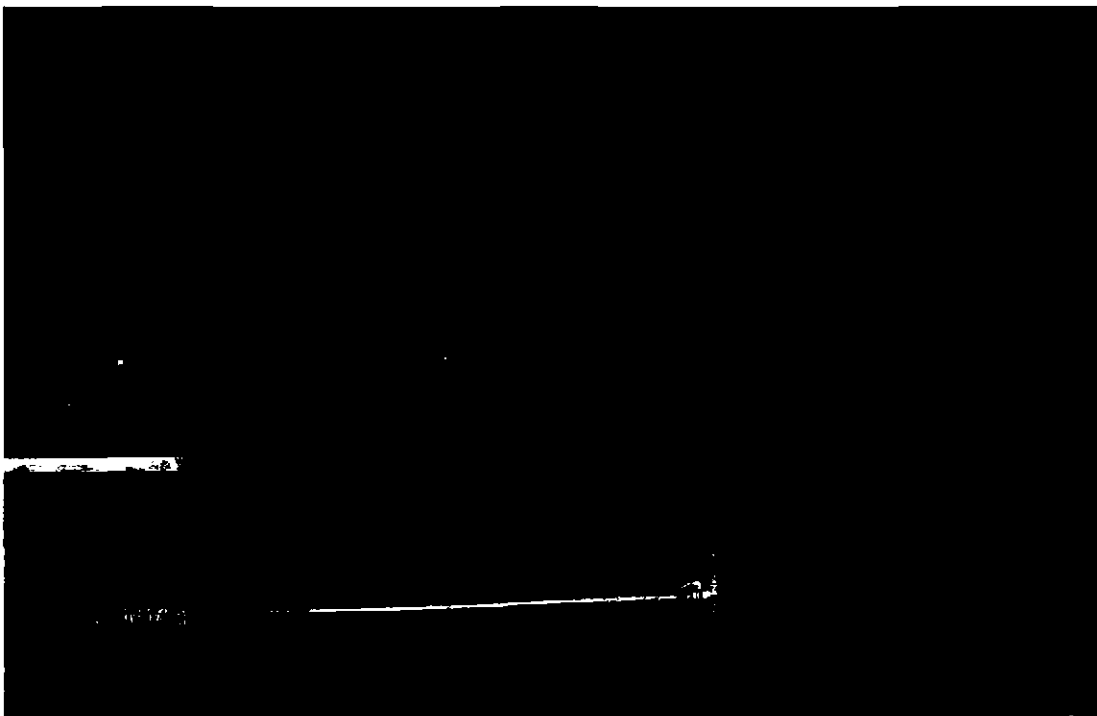
Photo #1 inside pumphouse looking south

Photo #2 looking west south west at p.o.u.



CA 9-15-94

Looking south inside pump house - irrigation pump on the right, and the stock water pump is on the left



CA 9-15-94

Looking west-southwest at place of use showing sprinkler line operating on the left side of the photograph