

9/29/93
Full B/O Exam
Worcester 10-93

53
72
18

A35-04240
SHERMAN N. SMITH
VESTA SMITH
2321 W. 1400 S.
STERLING

①
②

IN 83210



A3504240

92-4612
standing 11' 11" tall
Male 191-1
Vest
off

November 20, 1998

NOTICE OF ERROR
REPLY

RECEIVED
DEC 16 1998
Department of Water Resources
Eastern Region

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: December 18, 1998

Water right number: 35-04240

VESTA SMITH
SHERMAN N SMITH
2321 W 1400 S
STERLING ID 83210

Daytime Telephone Number:
Evening Telephone Number:

397-4612

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

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

DATE: 12-7-98

SIGNATURE:

Sherman N. Smith

Please print your name:

Sherman N. Smith

IDWR Eastern Regional Office, 900 N. Skyline Drive, Suite A, Idaho Falls, ID 83402-1718, (208) 525-7161

4

)))))))))

Eastern District Office

County of

deposes and says:

Throughout the year we have supplemented the tributary water from the shares we own in the Aberdeen-Springfield Canal Company

(Signature)

(Notary Public)

Residing at Asheeden, Idaho
My Commission Expires 2/12/96

CIT
CORPORATION

CONDITIONAL SALE CONTRACT

This form is subject to State legal requirements.

Buyer's Name..... **Sherman Smith**Dated: July 1, 1991
(Month, Day)

Address.....

City..... **Starling**..... County of..... **Bingham**..... State..... **Idaho**

(Where filing is governed by residence and equipment is in same state, show (a) for individual, his residence address, (b) for corporation, its principal office stated in its charter, and (c) for partnership, its business address and, in the space at the right hereof, the name and residence address of each partner.)

To..... **Agricultural Services, Inc.**

(Name of Seller)

P.O. Box 627

(Street Address of Seller)

Blackfoot**Idaho**

(City)

(State)

Department of Water Resources
Eastern District Office

The above-named buyer, meaning all buyers jointly and severally, having been quoted both a time and a cash price, hereby purchases from you, on the terms set forth below, on a time price basis, the following-described personal property, together with all attachments, substitutions, replacements and additions, hereinafter referred to as "equipment":

(Describe equipment fully including make, kind of unit, serial and model numbers and any other pertinent information)

540'- 10" x 30' Aluminum Main line**1320'- 8" x 30' Aluminum Main line****1000'- 6" x 30' Aluminum Main line****6600'- 4" x 40' Aluminum lateral****1- 10" x 45° elbow****1- 10" x 8" reducer****1- 8" x 6" reducer****1- 6" surge plug****1- 8" check valve****1- 10" pump hook-up****1- 40 HP model 4RBLH Pump****1- 40 HP Panel w/ time delay, time clock, phase failure relay & fuses.****165- Rain-trol sprinklers****165- 1" x 21" risers****5- 4" valve openers****5- 4" 90° elbows****5- 4" end plugs**

- Cash Price (if this were a cash sale, including any applicable tax).....
- (a) Cash Down Payment..... **\$ 3,900.00** Total \$ **17,604.00**
(b) Description of and Allowance for Trade-In.....
Description..... Make and Year.....
Model..... Serial No.....
Total of Cash Down Payment and Trade-In [(a) plus (b)]..... **\$ 3,900.00**
- Unpaid Cash Price (Item 1 minus Item 2)..... **\$ 13,704.00**
- Fees (specify)..... **\$ 13,704.00**
- Unpaid Principal Cash Balance (sum of Items 3 and 4)..... **\$ 13,704.00**
- Time Price Differential (Finance Charge)..... **\$ 3,124.00**
- Contract Time Balance owed by Buyer (sum of Items 5 and 6)..... **\$ 16,828.00**
- Buyer promises to pay said Contract Time Balance in..... **three** consecutive { annual } instalments of \$..... **4,224.25**
each, and one final instalment of \$..... **4,224.25** commencing..... **1 May** (Amount of Each Payment)
on a like date of each { year } thereafter until fully paid. (Date of First Payment)
Time Sale Price [sum of Items (1), (4) and (6)]..... **\$ 20,797.00**

Interest shall be payable at the highest lawful contract rate on each instalment and the full unpaid balance after maturity. All payments are due at C.I.T. Corporation's New York office. If any note is taken herewith, it shall evidence indebtedness only and not payment. Title to equipment shall remain in you and assigns, irrespective of any retaking and redelivery to buyer, until said balance of purchase price is fully paid in money, when ownership shall pass to buyer. Said equipment shall: remain personal property, not become part of the freehold, and be kept at:

No. **E 1 of S.E. 1/4 Sec. 18T, 33 Range 32** County of..... **Bingham**..... State of..... **Idaho**
(Route No. or Road and City)**EDM & W 1/2 of SW 1/4 Sec. 17T, 35, Range 32 EDM**

Buyer agrees: to procure forthwith and maintain fire insurance with extended coverage on the equipment for the full insurable value thereof for the life of this contract plus other insurance thereon in amounts and against such risks as you or assigns may specify, and promptly deliver each policy to you or assigns with a standard long form endorsement attached thereto showing loss payable to you and assigns as respective interests may appear; your acceptance of policies in lesser amounts or risks shall not be a waiver of buyer's foregoing obligations; to pay reasonable attorney's fees for enforcing rights after buyer's default; to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against equipment or this contract, or any accompanying note; to satisfy all liens against the equipment. If this contract is subject to the law of Indiana, then upon default, buyer will pay such maximum delinquent fees as may be authorized from time to time by regulation of the Department of Financial Institutions of the State of Indiana. Time is the essence; if any of buyer's debt be not paid promptly when due or if equipment be removed or disposed of or encumbered, or if a petition in bankruptcy or for a reorganization or arrangement be filed by or against Buyer under the Bankruptcy Act or any amendment thereto, or for the appointment of a Receiver, or if Buyer makes an assignment for the benefit of creditors, or if any distress, execution or attachment shall be levied upon the equipment, or whenever you or assigns shall deem equipment or the debt insecure, all unpaid instalments shall become immediately due and payable and buyer agrees to

return equipment to you or assigns on demand, and you or assigns may, to the extent permitted by law, without notice or legal process enter any premises where equipment may be and take possession of it and retain all prior payments as partial compensation for its use, and equipment may be sold with or without notice at private sale or at public sale, with or without having equipment at the sale, at which you or assigns may purchase, and the proceeds thereof, less expenses of retaking, repairing, holding, reselling and reasonable attorney's fees (15% of the unpaid balance, if not prohibited by law), credited upon the amount unpaid and buyer will pay the balance forthwith as liquidated damages for the breach of this contract, any surplus, however, to be paid to buyer.

Waiver of any default shall not be a waiver of any other default; all your rights are cumulative and not alternative. If you assign this contract you shall not be assignee's agent for any purpose; buyer will settle all claims, defenses, set-offs and counterclaims it may have against you, directly with you, and not set up any thereof against your assignee, you hereby agreeing to remain responsible therefor; no waiver or change in this contract, or related note shall bind such assignee unless in writing signed by one of its officers. Upon full payment of this contract, assignee may deliver all original papers to you for buyer. Buyer waives all exemptions and homestead laws and acknowledges receipt of a true copy hereof.

No oral agreement, guarantee, promise, representation or warranty shall be binding.

ACCEPTED:

AGRICULTURAL SERVICES, INC.By..... **Thomas B. Skington**.....
Title..... **President**.....
(If Corporation give official title. If Owner or Partner, state which.)
(If used in Connecticut or Idaho, execute acknowledgments on reverse side of Original for Filing)By..... **Sherman Smith**.....
(Signature of Individual or name of Corporation or Partnership)
Title.....
(If Corporation, have signed by President, Vice-President or Treasurer and give official title. If Owner or Partner, state which.)

COPY FOR CUSTOMER

17-Jun-1991

SHERMAN N & VESTA SMITH
2321 W 1400 S
STERLING ID 83210

RE: **Evidence of Priority**
NO. A35-04240

Dear Claimant:

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

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

It is our goal to recommend this historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other items of the Notice have been or soon will be conducted by Department personnel. But, the Department will not recommend the Notice be decreed by the court if no evidence of a priority date is submitted.

Please submit the required evidence supporting the priority date by JULY 15, 1991, referencing all documents with the corresponding Notice number. If you have any questions not covered by this letter or the enclosed pamphlet, please contact this office.

RECEIVED

DEC 10 1992

SHERMAN N & VESTA SMITH
A35-04240

page 2

All Notices required to submit this evidence are currently being reviewed for recommendation to the court. Hence, the need for expediency on your part or your agency. Every effort should be made to submit this information within 30 days of the date of this letter.

Respectfully submitted,

Eric Verner
Senior Water Agent

EV:rb

Enc. Brochure on "Evidence of Priority"
Proof Report

MICROFILMED
DEC 10 1992

NO. OF CLAIMS IN POLYGON _____

TRANSFER NUMBER _____

CLAIM NUMBERS 35-04240 _____

DATE _____

OBJECTION FILED _____

AGENT _____

TOTAL ACRES FROM RECOMMENDATION 180⁰GEOGRAPHIC INFO SYSTEM 184^e

RIGHT NO				NE				NW				SW				SE			
	TNS	RNG	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
RECOM	55	32 ^E	17							15			11	27					
GIS										15			12	27					
RECOM			18	25			25									37			40
GIS				28			26									37			39
RECOM																			
GIS																			
RECOM																			
GIS																			

UPDATED

POLYGON #

UPDATED

B35-DBPOU.DBF _____

ATTRIBUTES OF B35-POU.SHP () _____

B35-DBPOD.DBF _____

ATTRIBUTES OF B35-POD.SHP () _____

Claimant:

UNNAMED DRAINSherman Smith

P.O.D./Source # G.W. S.W.

2321 W 1400STownship SS, Range 31E, Sect. 18STERLING RD B32791. SW SE NE

2. _____

3. _____

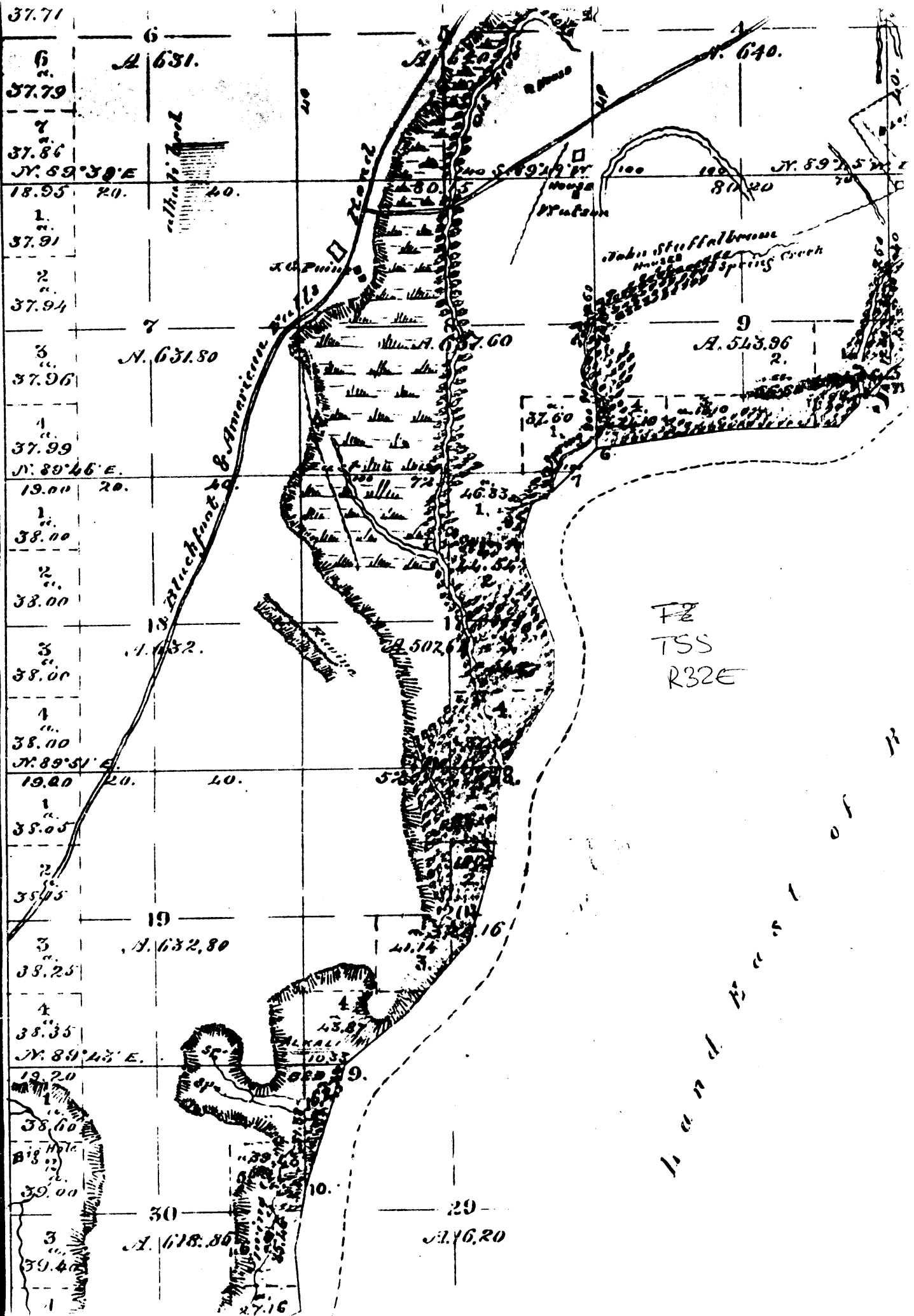
Other Rights:

35-07507

P/U CONFLICT yes () no ()

P/D CONFLICT yes () no ()

SENT FOR DECREE yes () no ()





POINT OF DIVERSION
RECOMMENDED
WITHIN THE
SW 1/4 SEC. 18
T55 R32E



ORIGINAL POINT OF DIVERSION,
ABANDONED.
T55 R32E 18 NE NE SE



2ND POINT OF DIVERSION, ABANDONED
T55 R32E 18 NE NE SE



CLAIM NO(S) A35-04240
DATE: 9-28-93 T 55 R 32E
SOURCE OF DOC: 1987, ASCS
SIGNATURE: [Handwritten Signature]