

POOR ORIGINAL

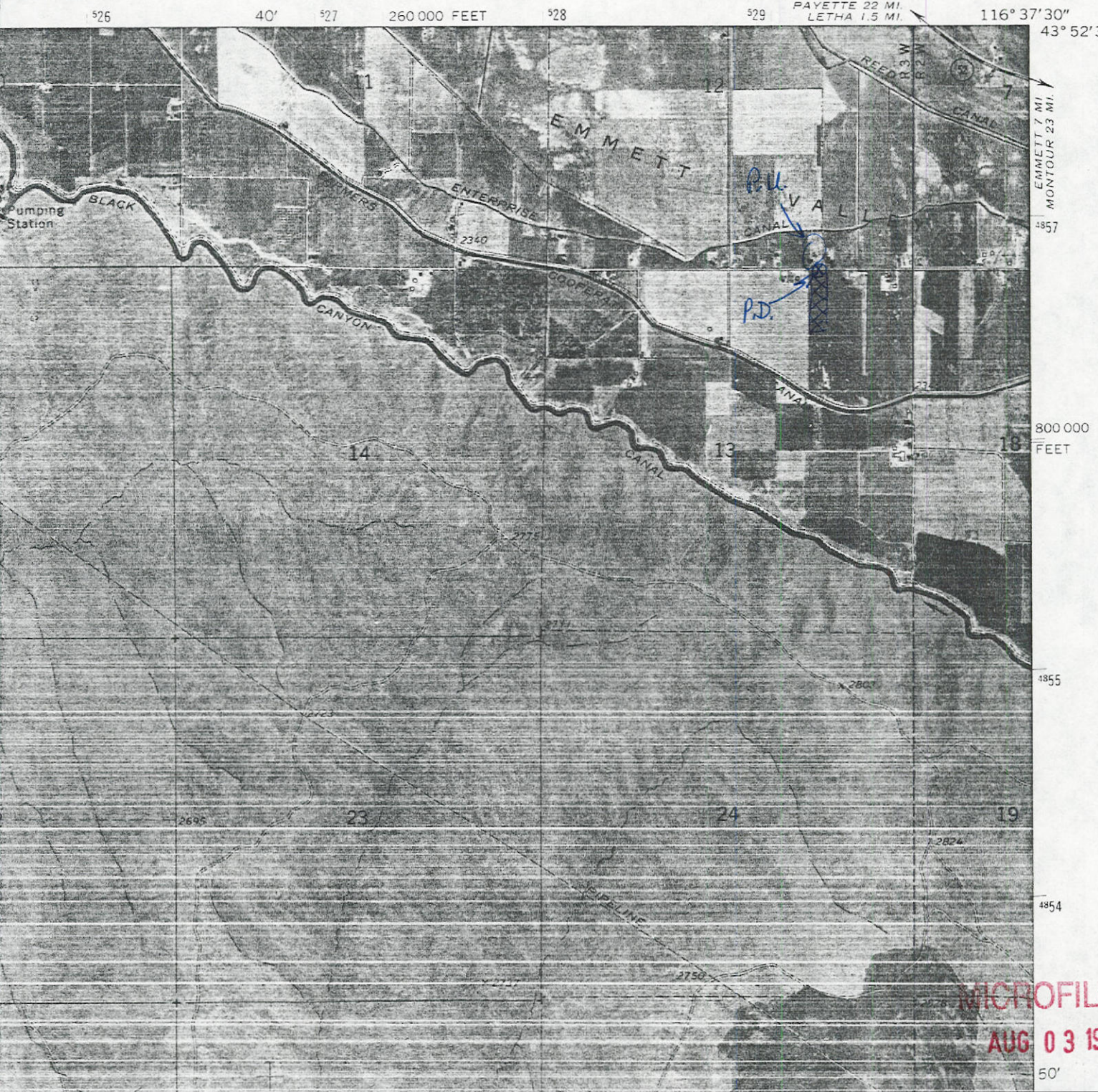
A65-07637B

T6N

R3W R2W.

SAND HOLLOW QUADRANGLE
IDAHO
7.5 MINUTE SERIES (TOPOGRAPHIC)

2671 IN
NORTHWEST



MICROFILMED

AUG 03 1994

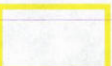
Idaho Dept. of Water Resources

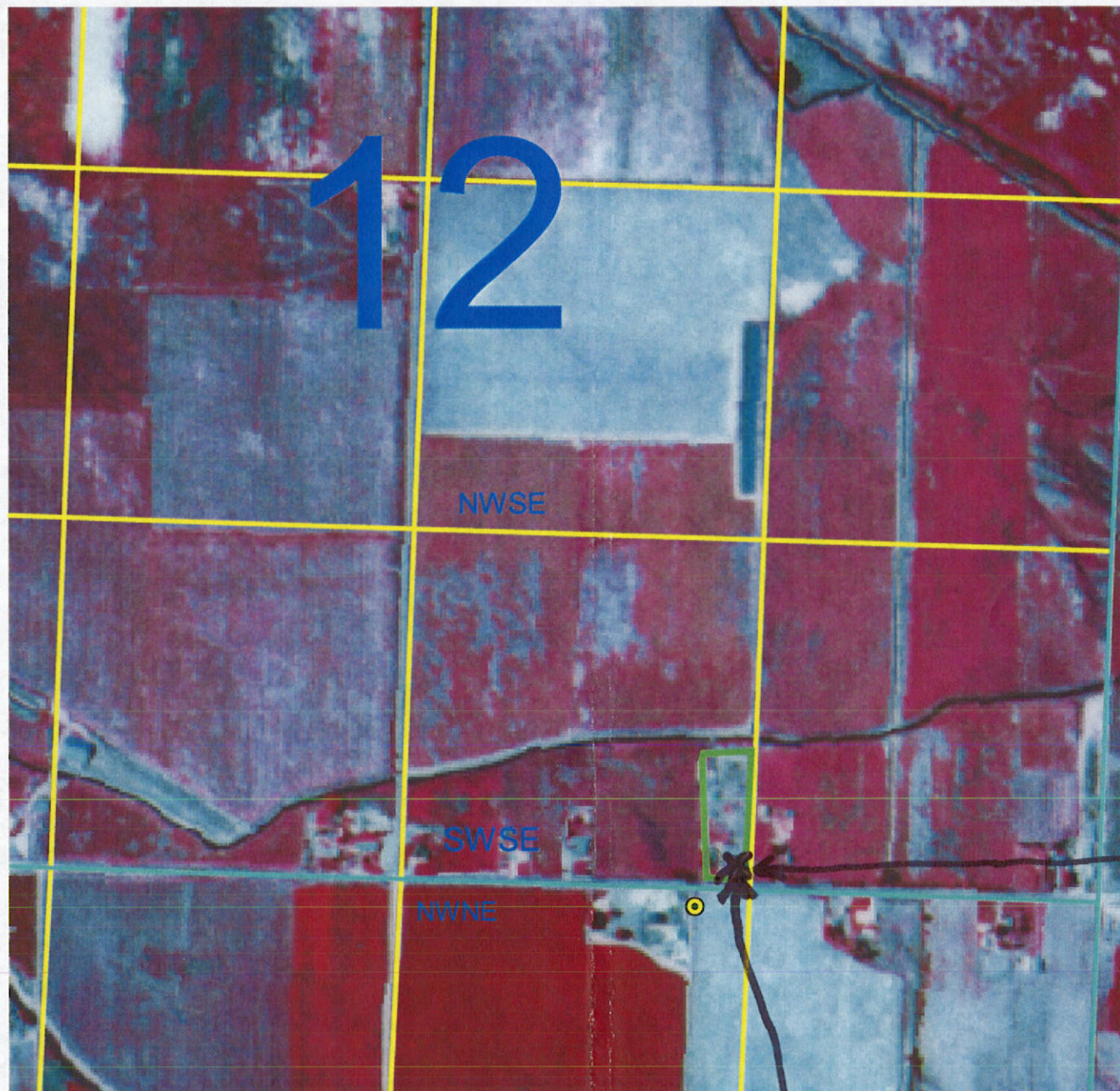
Claim No(s): 65-07637B

T06N, R03W, 12

Created by: Sue Bock

Date: 8/23/2000

-  Place of Use
-  Point of Diversion
-  Section lines
-  1/4 1/4 lines



0 1000 2000 3000

1987 NAPP Photo
Feet

correct
point of
diversion

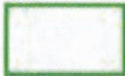
Idaho Dept. of Water Resources

Claim No(s): 65-07637B

T6N, R3W, S 12

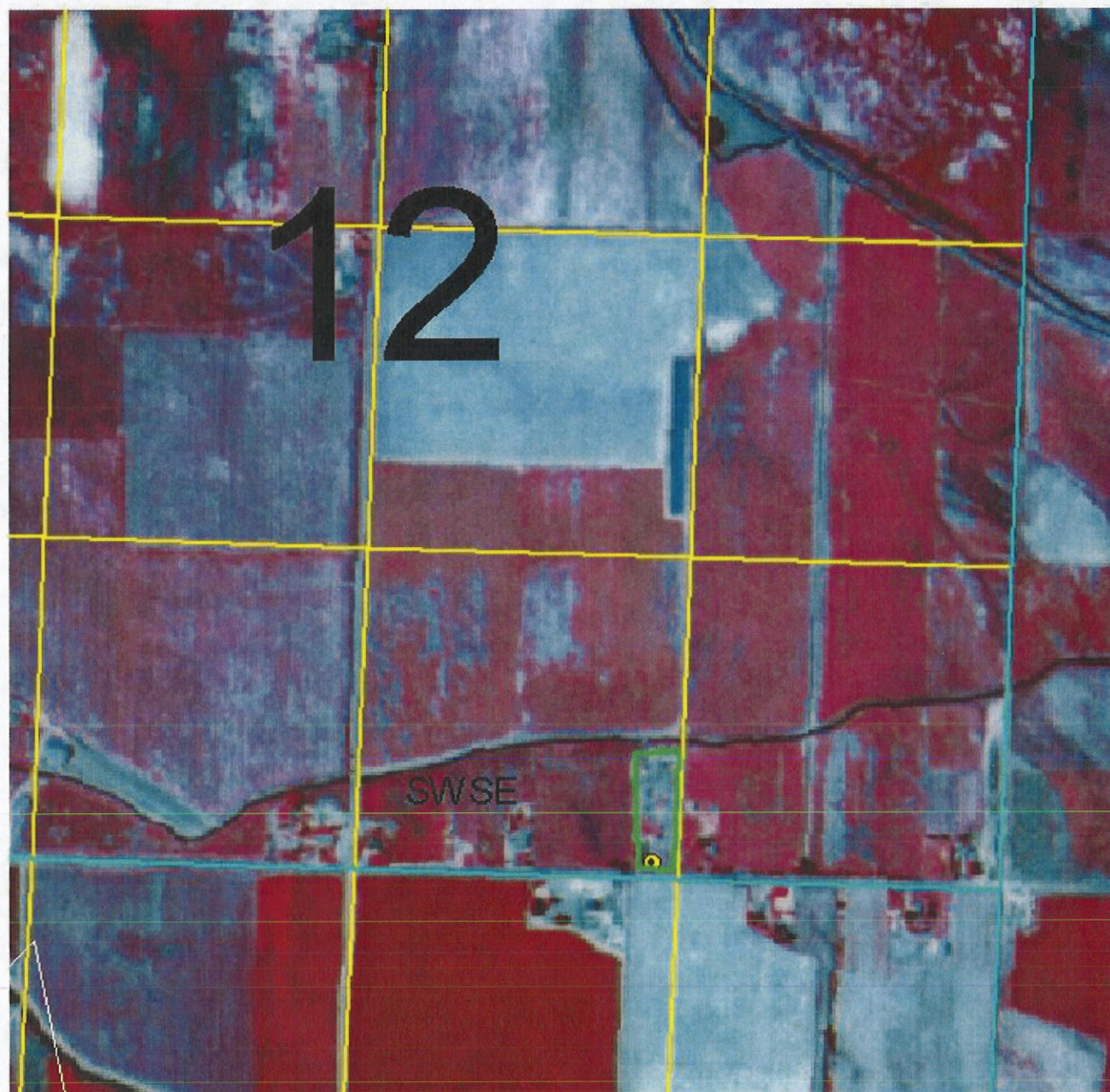
Prepared by: Sue Bock

Date: 4/11/2001

-  Place of Use
-  Point of Diversion
-  Section lines
-  1/4 1/4 lines



1000 0 1000 2000 Feet



1987 NAPP Photo

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: A65-07637B
Date Received: 3/ 1/1990
Receipt No: X999999
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: RONDA MENDENHALL
Address: 7650 BILL BURNS RD.
EMMETT ID 83617 208-365-3119

AND/OR

Name: LA VAUGHN MENDENHALL
Address: 7650 BILL BURNS RD.
EMMETT ID 83617 208-365-3119

2. Date of Priority: JUL 2, 1976

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	03W	13	NW	NE			GEM

5. Description of diverting works:
UNDERGROUND TILE, PIPE, WATER TO AIR HEAT PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.020		
STOCKWATER	01/01	12/31	0.030		
HEATING	01/01	12/31	0.040		

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

8. Total consumptive use is 3.5 Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC & HEATING, 1 HOME; STOCKWATER, 20 CATTLE OR SHEEP

10. Place of Use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
06N	03W	12	SW	SE		IRR	1.0
			SW	SE		STOCK	
			SW	SE		DOMEST	

Section Acres 1.0

Total Acres 1.0

11. Place of use in counties: GEM

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

13. Other Water Rights Used:
FARMERS CO-OP

14. Remarks:
THE WATER IS COLLECTED IN THE NW 1/4 OF THE NE 1/4 OF SEC. 13.
THE PIPE EMERGES IN THE SW 1/4 OF THE SE 1/4 OF SEC. 12.

15. Basis of Claim: LICENSE

MICROFILMED
AUG 03 1994

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: A65-07637B
Date Received: 2-12-90
Receipt No: X999999
Received By:
CJ

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: LA VAUGHN MENDENHALL
Address: 7650 BILL BURNS RD.
EMMETT, ID

208-365-3119

83617

AND/OR

Name: RONDA MENDENHALL
Address: 7650 BILL BURNS RD.
EMMETT, ID

83617

208-365-3119
RECEIVED
FEB 12 1990

2. Date of Priority: JUL 02, 1976

3. Source: GROUNDWATER

Trib. to: Department of Water Resources

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	03W	13	NW	NE			GEM

5. Description of diverting works:
UNDERGROUND TILE, PIPE, WATER TO AIR HEAT PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.020		
STOCKWATER	01/01	12/31	0.030		
HEATING	01/01	12/31	0.040		

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

8. Total consumptive use is 3.5 Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC & HEATING, 1 HOME; STOCKWATER, 20 CATTLE OR SHEEP

A65-07637B

Page 1

Date: 02/05/90

MICROFILMED
AUG 03 1994

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
06N	03W	12	SW		SE		IRR	1.0
			SW		SE		STOCK	
			SW		SE		DOMEST	
							Section Acres	1.0
							Total Acres	1.0

11. Place of use in counties: GEM

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

13. Other Water Rights Used:
FARMERS CO-OP

14. Remarks:
THE WATER IS COLLECTED IN THE NW 1/4 OF THE NE 1/4 OF SEC. 13.
THE PIPE EMERGES IN THE SW 1/4 OF THE SE 1/4 OF SEC. 12.

15. Basis of Claim: LICENSE

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: - 8 -

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): LaVaughn Mendenhall Date: 2-9-90

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 9th day

of February 19 90

Beryl Wilson
Notary Public

Seal

Residing at Boise, Idaho

My Commission Expires April 1992

POOR ORIGINAL

A65-07637B

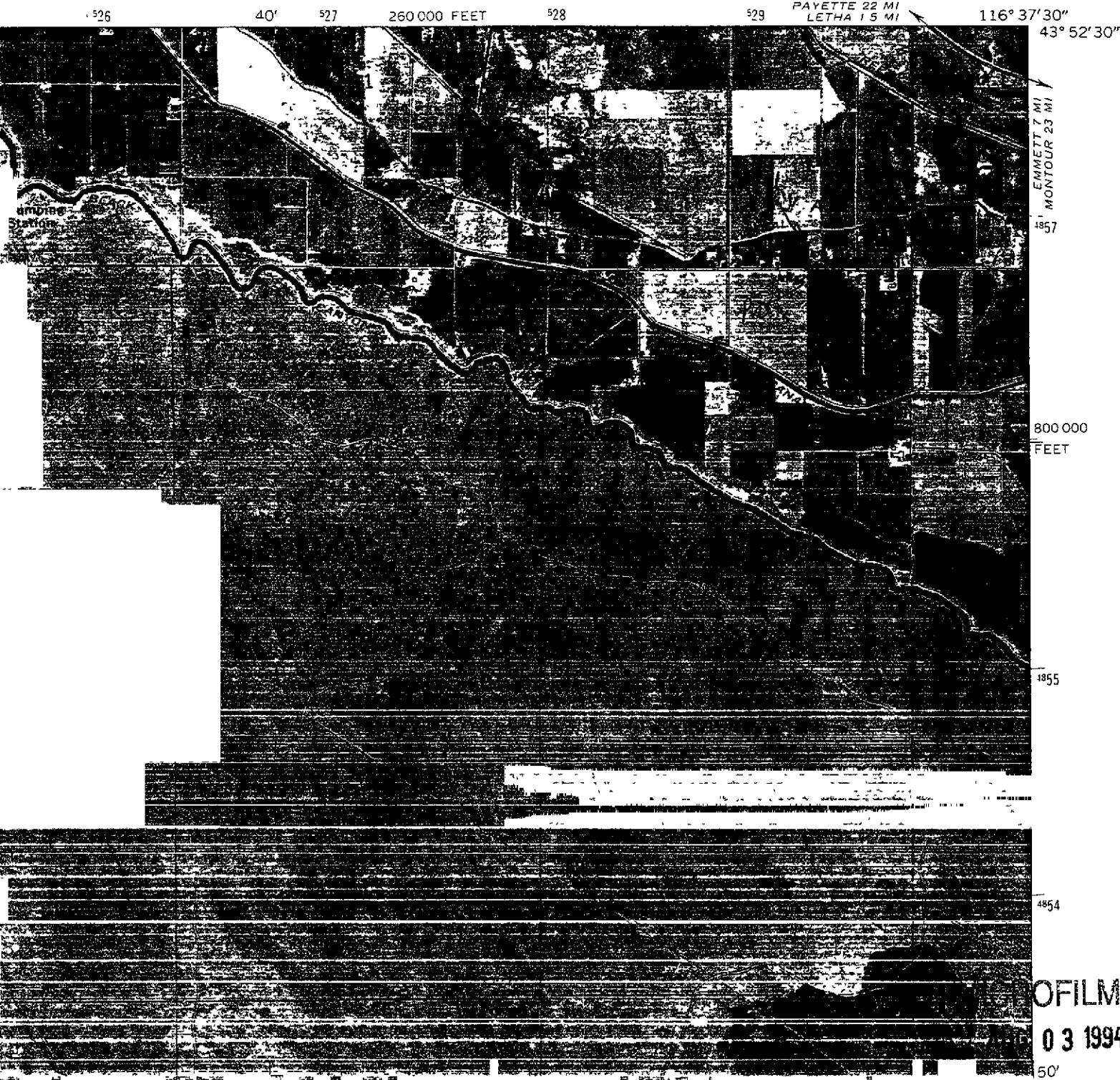
T6N

R3W R2W.

SAND HOLLOW QUADRANGLE
IDAHO

7.5 MINUTE SERIES (TOPOGRAPHIC)

3671.1
(NORTHWEST)



**AGREEMENT FOR THE SALE
OF REAL PROPERTY**

THIS AGREEMENT, made and entered into this 24th day of August, 1989, by and between ELMER BERN MENDENHALL and BERTHA H. MENDENHALL, husband and wife, hereinafter collectively referred to as "Seller," and SSI LAND & CATTLE CO., an Idaho corporation, hereinafter referred to as "Buyer,"

W I T N E S S E T H:

Seller agrees to sell to Buyer on performance of all of the agreements and covenants of Buyer at the time and in the manner hereinafter specified, and convey or cause to be conveyed by the legal owner or owners thereof by good and sufficient Warranty Deed, free of all liens and encumbrances excepting any that may have attached by reason of any act, deed or omission of said Buyer, and excepting any lien to which this Agreement is expressly made subject, the following described real property, situated in the County of Gem, State of Idaho, to-wit:

See Exhibit "A" attached hereto, and by this reference made a part hereof.

Buyer agrees to buy the said above-described real property and to pay Seller therefor the sum of \$70,000.00, lawful money of the United States, payable in the manner as follows, to-wit:

A. \$15,000.00 in cash, payable to Seller at closing.

B. \$55,000.00 with interest at the rate of ten percent (10%) per annum commencing August 23, 1989, to be paid in annual payments of \$6,971.71 per year, including interest, with the first of said annual payments to be made on the 1st day of April, 1990, and a like payment on the 1st day of April of each and every year thereafter until the said principal sum and interest are paid in full; provided, however, the entire principal and interest shall be due and payable on April 1, 1999. All annual payments shall be credited first to accrued interest and the balance to principal. The balance of the purchase price, as set forth in this paragraph B, shall be evidenced by a Promissory Note from Buyer to Seller, and said Promissory Note shall be secured by a Mortgage on the real property conveyed by this Agreement, which Promissory Note and Mortgage shall be in the form attached as Exhibits "B" and "C," respectively.

IT IS FURTHER EXPRESSLY COVENANTED AND AGREED by and between the parties hereto as follows:

1. **POSSESSION AND CLOSING:** The Seller shall deliver and surrender possession of the above-described real property to Buyer on closing of this transaction, which shall take place at the offices of Pioneer Title Company of Canyon

County, Nampa, Idaho, on or before the 30th day of August, 1989.

2. **MAINTENANCE:** Buyer agrees to maintain said premises in as good condition as the same are now in, reasonable wear and tear and damage by the elements excepted.

3. **TAXES AND ASSESSMENTS:** Seller agrees to pay all taxes, water assessments and all other assessments of any type or kind upon the above-described real property for the year 1988 and all prior years; and the Buyer agrees to pay all taxes, water assessments and all other assessments of any type or kind for the year 1989 and all subsequent years, promptly and before the same become delinquent, except that the Seller shall pay to the Buyer at closing Seller's pro rata share of the 1989 taxes and assessments, with June 30, 1989, as the date of proration, and in the event the taxes for 1989 have not yet been levied, in such computation it will be assumed that the 1989 taxes and assessments are the same as the 1988 taxes and assessments.

4. **EXISTING ORAL LEASE:** The parties acknowledge that the property conveyed herein is subject to an oral farm lease for the crop year 1989 with Dennis Buchanan. The parties agree that the rental payment due under this lease in the fall of 1989 will be paid in its entirety to Buyer, and that this lease will terminate in the fall of 1989.

5. **TITLE INSURANCE:** At closing, Seller shall furnish, at Buyer's expense, a title insurance policy in the amount of \$70,000.00, insuring title in Buyer for the full amount of the purchase price. Seller warrants and represents that Seller can convey to Buyer good and merchantable title to the above-described real property in fee simple absolute subject to current property taxes not yet due, easements and restrictions as may appear of record.

6. **WARRANTY DEED:** At closing, Seller agrees to execute and deliver to Buyer a good and sufficient warranty deed conveying unto Buyer the said real property in conformity with the provisions of this Agreement, in the form attached as Exhibit "D."

7. **CONVEYANCE OF CERTAIN WATER RIGHTS:** The parties agree that the purchase price stated herein includes payment by Buyer to Seller for certain water rights in a groundwater source as described in State of Idaho Department of Water Resources Water Right License No. 65-7637. Said groundwater source is located upon real property formerly owned by Seller, described as Parcel IV on Exhibit "A" hereto, which real property, including the groundwater source thereon, is currently being sold under an unrecorded real estate contract by Seller herein to LaVaughn Mendenhall and f^m ~~R~~onda Mendenhall, husband and wife, hereinafter "Well Owner." Seller (and Well Owner, by executing this Agreement

approving the provisions of this paragraph 7) agrees that water rights comprised of all available output from said groundwater source as presently configured shall be transferred to Buyer for irrigation purposes on the lands being purchased by Buyer herein, with the exception of the following rights in said groundwater source, which rights are reserved and retained by Seller and Well Owner:

- (1) A water right in the amount of .04 cubic feet per second (cfs) for heating of Seller's/Well Owner's residence located on the real property described as Parcel IV on Exhibit "A," said right being described on the aforementioned License No. 65-7637 (the right to the discharge after said use, however, shall be transferred to Buyer to be used to irrigate the real property purchased by Buyer herein);
- (2) A stockwater right in the amount of .03 cfs for livestock being run on the real property described as Parcel IV on Exhibit "A," said right being described on the aforementioned License No. 65-7637; and
- (3) An irrigation water right in the amount of .02 cfs, not to exceed 4.5 acre-feet per acre (afa) for 1.0 acre of the real property described as Parcel IV on Exhibit "A."

Seller agrees that Seller shall, within one year of the date of this Agreement, accomplish the said transfer to Buyer of the aforescribed irrigation water rights in said groundwater source, taking all actions and making all filings with the Idaho Department of Water Resources and any other agencies or entities as may be necessary to effect the full transfer of said water rights. Timely transfer of said water rights is of the essence and a material part of this Agreement, and breach of this provision by Seller shall entitle Buyer to rescission and/or such other remedies at law or in equity as may be elected by Buyer.

8. **ATTORNEY FEES:** In the event an action is brought to enforce any of the terms or provisions of this Agreement, the successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney fee, together with such other costs as may be authorized by law.

9. **ENTIRE AGREEMENT:** The parties agree that this Agreement constitutes the entire agreement between the parties hereto.

10. **BINDING EFFECT:** The provisions and stipulations of this Agreement shall inure to and bind the heirs, personal representatives, assigns and successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

Elmer Bern Mendenhall
Elmer Bern Mendenhall

Bertha H. Mendenhall
Bertha H. Mendenhall

"Seller"

SSI LAND & CATTLE CO.

By Will L. Smith
Its President

ATTEST:

Edna M. Smith
Its Secretary

"Buyer"

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: A65-07637
Date Received: 1/ 9/1990
Receipt No: X999999
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: ELMER BERN MENDENHALL
Address: 7625 BILL BURNS RD
EMMETT ID

83617

2. Date of Priority: JUL 2, 1976

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06N	03W	13	NW	NE			GEM

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.810		270.00
IRRIGATION STORAGE	01/01	12/31			5.00
IRRIGATION FROM STORAGE	03/15	11/15			5.00
STOCKWATER	01/01	12/31	0.030		1.40
FISH PROPAGATION	01/01	12/31	0.810		
FISH PROP. STORAGE	01/01	12/31			5.00
HEATING	01/01	12/31	0.040		

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

271.40 A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
06N	03W	12	NW		SE		IRR	35.0
			NW		SE		FISH	
			SW		SE		IRR	25.0
			SW		SE		STOCK	
							Section Acres	60.0
							Total Acres	60.0

11. Place of use in counties: GEM

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

13. Other Water Rights Used:

14. Remarks:

FACILITY VOLUME = 219,050 CUBIC FT.

15. Basis of Claim: LICENSE

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A65-07637
Date Received: 12/11/1989
Receipt No: X999999
Received By: CF 1-9-90

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED
JAN 9 1990

1. Name: ELMER BERN MENDENHALL
Address: 7625 BILL BURNS RD.
EMMETT, ID

83617

2. Date of Priority: JUL 02, 1976

Department of Water Resources

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
06N	03W	13	NW NE		GEM

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.810		270.00
IRRIGATION STORAGE	01/01	12/31			5.00
IRRIGATION FROM STORAGE	03/15	11/15			5.00
STOCKWATER	01/01	12/31	0.030		1.40
FISH PROPAGATION	01/01	12/31	0.810		
FISH PROP. STORAGE	01/01	12/31			5.00
HEATING	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.810 C.F.S. (and/or) 271.40 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

A65-07637

Page 1

Date: 12/11/89

MICROFILMED
AUG 03 1994

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
06N	03W	12	NW		SE		IRR	35.0
			NW		SE		FISH	
			SW		SE		IRR	25.0
			SW		SE		STOCK	
							Section Acres	60.0
							Total Acres	60.0

11. Place of use in counties: GEM

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

13. Other Water Rights Used:

14. Remarks:

FACILITY VOLUME = 219,050 CUBIC FT.

15. Basis of Claim: LICENSE

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): Elmer Dean Mendenhall Date: 1/8/90

Date: _____

State of Idaho)
County of Idaho) SS.

Subscribed and sworn (or affirmed) before me this 8th day
of January 19 90 Karen Browne
Notary Public

Seal

Residing at Emmett, Idaho
My Commission Expires 9-3-93



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Adjudication Recommended Right Report

FAX (208) 334-2348

04/12/2001

WATER RIGHT NO. 65-7637B

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Owner Type
Current Owner
Current Owner

Name and Address
LA VAUGHN MENDENHALL
RONDA MENDENHALL
7650 BILL BURNS RD
EMMETT, ID 83617
(208)365-3119

Original Owner

ELMER BERN MENDENHALL
7625 BILL BURNS RD
EMMETT, ID 83617

Priority Date: 07/02/1976
Basis: License
Status: Active

Source
GROUND WATER

Tributary to

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	03/15	11/15	0.02 CFS	4.5 AFA	
STOCKWATER	01/01	12/31	0.03 CFS	1.4 AFA	
HEATING	01/01	12/31	0.04 CFS		
Total Diversion			0.09 CFS	5.9 AFA	

Location of Point(s) of Diversion:

GROUND WATER SWSE Sec. 12 Township 06N Range 03W GEM County

IRRIGATION Use:
Acre Limit: 1

Place(s) of use:

Place of Use Legal Description IRRIGATION GEM County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06N	03W	12		SWSE	1									

Place of Use Legal Description: STOCKWATER GEM County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06N	03W	12		SWSE										

Place of Use Legal Description: HEATING same as STOCKWATER

Total Acres: 1

Conditions of Approval:

- C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED



State of Idaho

DEPARTMENT OF WATER RESOURCES

- BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE, SECTION 42,
1412(6), IDAHO CODE.
2 N08 THE QUANTITY OF WATER DECREEED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION
OF HISTORICAL BENEFICIAL USE.
3. N05 THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER
DAY.

Western Region 2735 Airport Way, Boise, Idaho 83705-5082 (208) 334-2190
FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Remarks:

- 1 General Heating use is for 1 home.

Comments.

Author	Date	Subject	Comment
sbock	4/12/200	pod	POD moved to the SWSE at claimants request. Has been there since prior to 1987
	1		

Dates

Licensed Date:
Claim Received Date. 03/01/1990
Enlargement Use Priority Date.
Enlargement Statute Priority Date:
Decreed Date
Date Filed with Court
Objection Filed Date:
SF5 Filed:
Special Master Recom Signed Date.

Other Information:

Receipt Number(s): X999999
State or Federal: S
Owner Name Connector: AND
Water District Number: 65
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Civil Case Number
Old Case Number:
Decree Plaintiff:
Decree Defendant:
PresumptionFlag.
Notice of Error Flag:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

01/03/2001

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

RIGHT NUMBER: 65-7637B

NAME AND ADDRESS: LA VAUGHN MENDENHALL
RONDA MENDENHALL
7650 BILL BURNS RD
EMMETT, ID 83617

SOURCE: GROUND WATER

QUANTITY: 0.09 CFS
5.9 AFY

THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE
SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 07/02/1976

POINT OF DIVERSION: T06N R03W S13 NWNE Within GEM County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03-15 11-15	0.02 CFS
		4.50 AFY
STOCKWATER	01-01 12-31	0.03 CFS
		1.40 AFY
HEATING	01-01 12-31	0.04 CFS

PLACE OF USE:

IRRIGATION Within GEM County
T06N R03W S12 SWSE 1
STOCKWATER Within GEM County
T06N R03W S12
SWSEHEATING Use same as STOCKWATER
1 ACRES TOTAL

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

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

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

Heating use is for 1 home.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

AJ5809NP
No. A65-076378

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 07/27/00
PAGE: 12

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	RONDA MENDENHALL	07/02/1976	IRRIGATION	03-15 11-15	0.020 CFS	4.5
C	LA VAUGHN MENDENHALL		STOCKWATER	01-01 12-31	0.030 CFS	1.4
	7650 BILL BURNS RD		HEATING	01-01 12-31	0.040 CFS	5.9
	EMMETT ID 83617					
	(208) 365-3119					
TOTAL DIVERSION:					0.090 CFS	3.50 AFA
CONSUMPTIVE USE:						

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:

T06N R03W S13

NWNE

GEM County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE													
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM	
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac			
06N	03W	12	:					:					:					:					:	1.0	
																							01		1.0
																							TOTAL ACRES		1.0

Place of use Legal Description for: STOCKWATER

NE				NW				SW				SE													
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM	
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac			
06N	03W	12	:					:					:					:					:	1.0	
																							S		1.0

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

POU County: GEM

Non-Irrigation Uses: DOMESTIC & HEATING, 1 HOME; STOCKWATER, 20 CATTLE OR SHEEP

Other Rights: FARMERS CO-OP

Conditions of Approval:

- R34 - Use of water under this right is subject to policies set forth in the State of Idaho Water Plan, including Policy No. 32F.
- R32 - This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.5 afa per acre for irrigation of the lands above.

Remarks: GEN THE WATER IS COLLECTED IN THE NW 1/4 OF THE NE 1/4 OF SEC. 13. THE PIPE EMERGES IN THE SW 1/4 OF THE SE 1/4 OF SEC. 12.

Dates: Exam Made Date:

Verified Date:

04/02/1987

Objection Filed Date:

Misc: Water District Number: 65

Field Inspection Flag:

Presumption Flag:

add
4.5
1.4
5.9
3.50 AFA

EXP
EXP
REMOVE
C10 NOS NOS
Use: Heating is for 1 Home

NOTICE OF ERROR
REPLY

APR 09 2001

WATER RESOURCES
WESTERN 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: April 13, 2001

Water right number: 65-7637B

RONDA MENDENHALL
7650 BILL BURNS RD
EMMETT ID 83617
Telephone Number: (208)365-3119LA VAUGHN MENDENHALL
7650 BILL BURNS RD
EMMETT ID 83617
Telephone Number: (208)365-3119

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

point of Diversion

2. Describe the changes you wish to make in the proposed recommendation:

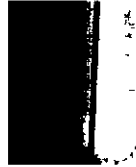
Point of Diversion moved to correct location,
approx. 50 yards east & slightly north across the road
see enclosed map for proper locat.

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: _____ SIGNATURE: Ronda Mendenhall
Please print your name: Ronda Mendenhall

Idaho Dept. of Water Resources



Claim No(s): 65-07637B

T06N, R03W, 12

Created by: Sue Bock

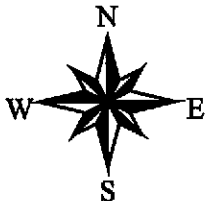
Date: 8/23/2000

 Place of Use

 Point of Diversion

 Section lines

 1/4 1/4 lines



1987 NAPP Photo
Feet

Idaho Dept. of Water Resources

Claim No(s): 65-07637B

T6N, R3W, S 12

Prepared by: Sue Bock

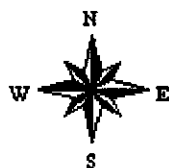
Date: 4/11/2001

 **Place of Use**

 **Point of Diversion**

 **Section lines**

 **1/4 1/4 lines**



1000 0 1000 2000 Feet



1987 NAPP Photo