10/05/2005

NOTICE OF ERROR

REPLY

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:

Water right number: 1-10186

ELIZABETH G BUHLER
2801 LOIS LN
POCATELLO ID 83201
Telephone Number: (208)237-9005

CALVIN BUHLER
2801 LOIS LN
POCATELLO ID 83201
Telephone Number: (208)237-9005

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

priority date 0.300CFS

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

change priority date to 14 May 1962 or 4-1-1962

3. Give a brief explanation as to why you disagree with these portions:

Please note on Right NUMBER A36-13460 Stating 1.60CFS
Does 7 Acres make this Large difference?

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

DATE: _____ **SIGNATURE:** _____

Please print your name: CALVIN BUHLER ELIZABETH G. BUHLER

Nov. 4, 2005

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

Note: the adjudication receipt - Copy
of farm lease - 40 hp. pump
real estate Contract - pump - 7.5 hp

KMD
11/9

RECEIVED
NOV 07 2005
Department of Water Resources
Eastern Region

10/05/2005

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 1-10186

NAME AND ADDRESS: ELIZABETH G BUHLER
2801 LOIS LN
POCATELLO ID 83201

CALVIN BUHLER
2801 LOIS LN
POCATELLO ID 83201

SOURCE: SNAKE RIVER TRIBUTARY: COLUMBIA RIVER

QUANTITY: 0.300 CFS

PRIORITY DATE: 08/11/1964

POINT OF DIVERSION:
T09S R24E S35 NWNESE Lot 2 Within MINIDOKA County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03/15 11/15	0.300 CFS

PLACE OF USE: IRRIGATION Within MINIDOKA County

T09S R24E S35 Lot 2	NESE	15.0	T09S R24E S35	NWSE	31.0
T09S R24E S35 Lot 6	SWSE	27.0			

73 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Use of this right is combined with water from Minidoka Irrigation Dist.

RIGHT NUMBER	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	MAXIMUM DIVERSION	STAGE
A36-13460	CALVIN BUHLER ELIZABETH G. BUHLER 2801 LOIS LANE POCATELLO ID 83201	04/01/1962	IRRIGATION	04-01	11-01	1.60 CFS	BENEFICIAL USE
						1.60 CFS TOTAL 0.00 AFA TOTAL	

SOURCE: GROUNDWATER TRIBUTARY:
OTHER RIGHTS: A01-10186 & M.I.D.
CONDITIONS OF APPROVAL:

REMARKS:

POINT OF DIVERSION:
T09S R24E S35 SWSWSE

PLACE OF USE: IRRIGATION
T09S R24E S35 NESE 25.0 NWSE 25.0 SWSE 30.0
80.0 ACRES TOTAL

RECEIPT
For Monies Paid
to the
IDAHO DEPARTMENT OF WATER RESOURCES

Receipt No: S010087

Date: 10/13/89
Time: 14:02:05

(This is our daughter)

Received From: O'NEIL, KELLY OR CYNTHIA

Type of Payment	Program Acct Class	Amount
ADJUDICATION FEE	0410162 93376490	$230.00
Total		$230.00

CHECK 141

WR/ NO: A36-13462 A36-13461 A01-10186 A36-13460

Idaho Department of Water Resources
Signature

Region : SOUTHERN

This is a copy of a very dim receipt - I printed in what it says as printed info on the orig.

LESSEE

Larry Norby
Larry Norby

STATE OF IDAHO)
) ss.
County of)

On this 8 day of ~~May~~ July, 1982, before me, the undersigned Notary Public in and for said State, personally appeared CALVIN BUHLER and ELIZABETH BUHLER, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Vivian W O'Neil
Notary Public for Idaho
Residing at Pocatello, Bannock, Idaho

(SEAL)

STATE OF IDAHO)
) ss.
County of Minidoka)

On this 9th day of ~~May~~ August, 1982, before me, the undersigned Notary Public in and for said State, personally appeared LARRY NORBY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

Nancy L. Hopkins
Notary Public for Idaho
Residing at Rupert, Idaho

(SEAL)

FARM LEASE

THIS AGREEMENT, made and entered into this 1st day of April, 1982, by and between CALVIN BUHLER and ELIZABETH BUHLER, husband and wife, of 2801 Lois Lane, Pocatello, Idaho 83201, hereinafter referred to as "Lessor" and LARRY NORBY of Route #1, Rupert, Idaho 83350, hereinafter referred to as "Lessee";

W I T N E S S E T H:

That Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Lessee, does, by these presents, hereby lease, rent and demise to Lessee, the following described lands, hereinafter called "Leased Premises", situated in Minidoka County, Idaho, to-wit:

> 70 acres of crop land and one-half of the pasture located in Lots 2 and 6 and the Northwest Quarter of the Southeast Quarter (NW¼SE¼) lying South and East of the "A-1" Canal, all in Section 35, Township 9 South, Range 24 East of the Boise Meridian,

together with 40 horsepower pump, panel, buried mainline and 5 one-quarter mile handlines.

TO HAVE AND TO HOLD the same to Lessee, to be used solely for the purpose of farming and pasturing from the date of this agreement to the 31st day of December, 1984, subject to the terms, covenants, conditions and contingencies hereinafter set forth.

It is further mutually covenanted and agreed as follows:

1. Lessee shall furnish all equipment, labor, seed, fertilizer, and other materials for the planting, seeding, cultivation, tending, irrigation, care, harvesting and delivery of said crops, except as hereinabove provided, at Lessee's own cost and expense.

2. All seed furnished by Lessee in connection with crops to be sown on the leased premises shall be of first-class quality and condition, and shall be free from any disease likely to affect the crops to be grown on the leased premises to the detriment of future crops; and Lessee shall be responsible and liable to Lessor for any injury or damage to said leased premises from inoculation or impregnation of the soil thereof by diseases or pests preventable through the exercise of due care or in the selection of the seed to be sown or planted.

LESSORS

Calvin Buhler

Calvin Buhler

Elizabeth Buhler

Elizabeth Buhler

sellers as liquadated damages for non-performance of this contract, and as reasonable rental for said premises and the sellers shall have the right to demand that the escrow holder herein shall redeliver to sellers the escrow holders' papers and when the escrow papers are delivered to the sellers the purchasers shall cease to have any right title or interest in and to said premises and they hereby agree to immediately surrender peaceable possession of the same to the sellers.

It is further agreed that the above remedy is cumulative and the seller shall have any other remedy for the enforcement of this contract given to them by the laws of the State of Idaho.

It is further agreed that purchasers will pay the initial escrow charges to the said escrow holder and that the sellers will pay all escrow charges thereafter.

It is further agreed that if it becomes necessary for the sellers to bring an action in any court of competant jurisdiction for the enforcement of this contract or for the repossession of said premises upon the failure of the purchasers to make the payments and perform the covenants as herein specified, the purchasers shall pay all court costs, contracted by the sellers, together with a reasonable attorneys fee for the prosecution of such action providing however that such payment shall be made only if sellers shall prevail in any such action.

It is further agreed that the stipulations herein set forth constitute the entire agreement of the parties unless otherwise modified in writing and shall be binding upon the heirs, executors, administrators, and assigns of the respective parties hereto and that purchasers shall have possession of said premises on the 15th day of August, 1964 and thereafter unless they shall anywise default in the performance of the conditions of this contract.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Shows signatures

L. M. Buhler

Monica Buhler
SELLERS

Calvin Buhler

Elizabeth Buhler
PURCHASERS

STATE OF IDAHO)
County of Bannock) ss

On this 11th day of August, 1964, before me, the undersigned, a Notary Public in and for said County and State, personally appeared,

L. M. BUHLER and MONICA BUHLER, husband and wife
CALVIN BUHLER and ELIZABETH BUHLER, 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.

(SEAL)

John R. Black
Notary Public for Idaho
Residing at Pocatello, Idaho

This was recorded following portion of lease

JOHN R. BLACK NOTARY PUBLIC STATE OF IDAHO

State of Idaho } ss. 173607
County of Minidoka }

I hereby certify that this instrument was filed for record at request of

Calvin Buhler

at 35 minutes past 2 o'clock

this 10th day of Sept

A.D., 1964 in my office and duly recorded on Film No. 35-173607

Claude E. Bowman
Ex Officio Recorder

Fees: $6.00 By Isabel Williamson Deputy

Calvin Buhler
1648 Homer Drive
Pocatello, Idaho

RECORDED ✓ INDEXED ✓

CLAUDE E. BOWMAN
Minidoka County Assessor

Page 1

REAL ESTATE CONTRACT

173607 THIS AGREEMENT Made and Entered into this 11th day of August, 1964, by and between L. M. BUHLER and MONICA BUHLER Husband and wife, hereinafter referred to as sellers, and both of Salt Lake City, Utah and , CALVIN BUHLER AND ELIZABETH G. BUHLER, Husband and wife, hereinafter referred to as purchasers, both of Pocatello, Bannock County, Idaho;

WITNESSETH, that whereas the sellers in consideration of the covenants and agreements to be performed and the payments to be made by the purchasers as hereinafter contained do hereby agree to sell and convey unto the purchasers in fee simple, free and clear of all encumbrances except as hereinafter set forth, upon receipt of

Page 2

of each year commencing with said date in 1965 and each year thereafter.

SPECIAL PROVISIONS

The purchasers herein understand that they are purchasing the equity and rights of the sellers held by the sellers under the provisions of an agreement of sale made and entered into on the 14th day of May, 1962 by and between Robert E. Ling and Ruth L. Ling husband and wife as the sellers and in which L. M. Buhler appears as the purchaser, and that the said Contract of Sale together with Warranty Deed and Purchasers Title Policy are in escrow at the First Security Bank of Idaho, Rupert Bmanch, Rupert Idaho and that all payments to be made to Ruth L. Ling as set forth above are to be made to the escrow holder to-wit: First Security Bank of Idaho, Rupert, Idaho.

That any and all improvements made on said premises by the purchasers hereunder during the life of this contract shall remain on the property and become a part of the property.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that in addition to the real property described above in this agreement that there is also sold herewith and subject to the terms of this contract:

600' 4" Portable Aluminum Mainline
2 ½ Mile (1300 'each) 3" Aluminum Laterals
complete with Sprinklers and Couplings
1 Centrifugal Pump connected to 7½ HP
Electric Motor Complete with suction Pipe,
Priming pump and connecting piping.
1-4 Wheel pipe Trailer

GENERAL PROVISIONS

The purchasers agree to keep the buildings located on said premises insured from loss by fire for their insurable value with a loss payable to the sellers and to Ruth L. Ling as their respective interests shall appear and premiums on said policies are to be paid

C & E Buhler
2501 Lois Ln
Pocatello, Id 83201



IDWR Regional OFFICE
900 N. Skyline Dr. Ste. A
Idaho Falls, Id. 83402

83402-1700