



STATE OF IDAHO

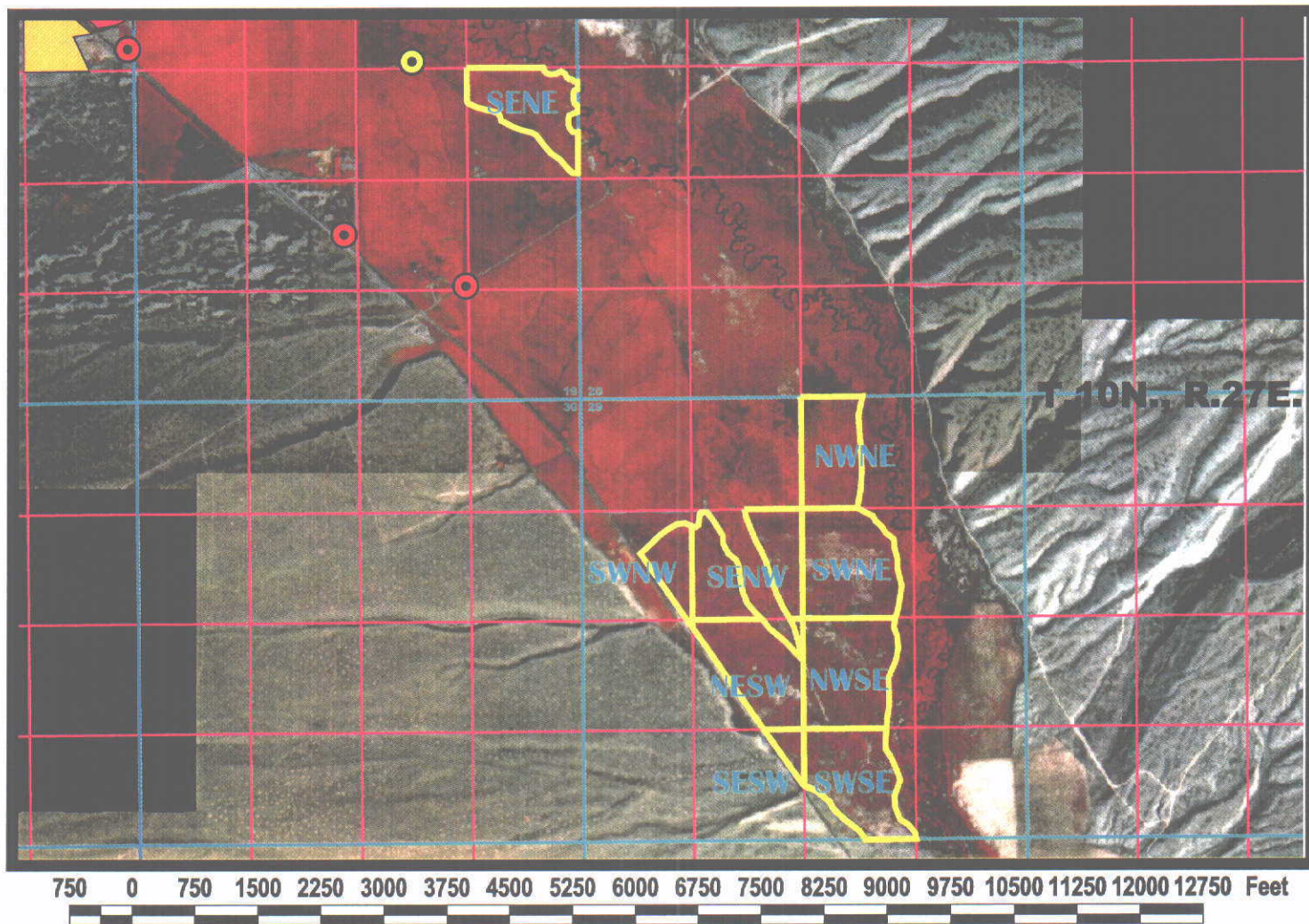
Department of Water Resources

Eastern Region

*REVISED
12/15/99
for Amendment*

Claimant: Maragret Waymire

Water Right(s): 33-10028, 33-02135B, 33-02072C



LEGEND



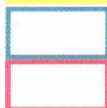
Point of Diversion- GW



Point of Diversion- SW

SESE

Place of Use



Section Line

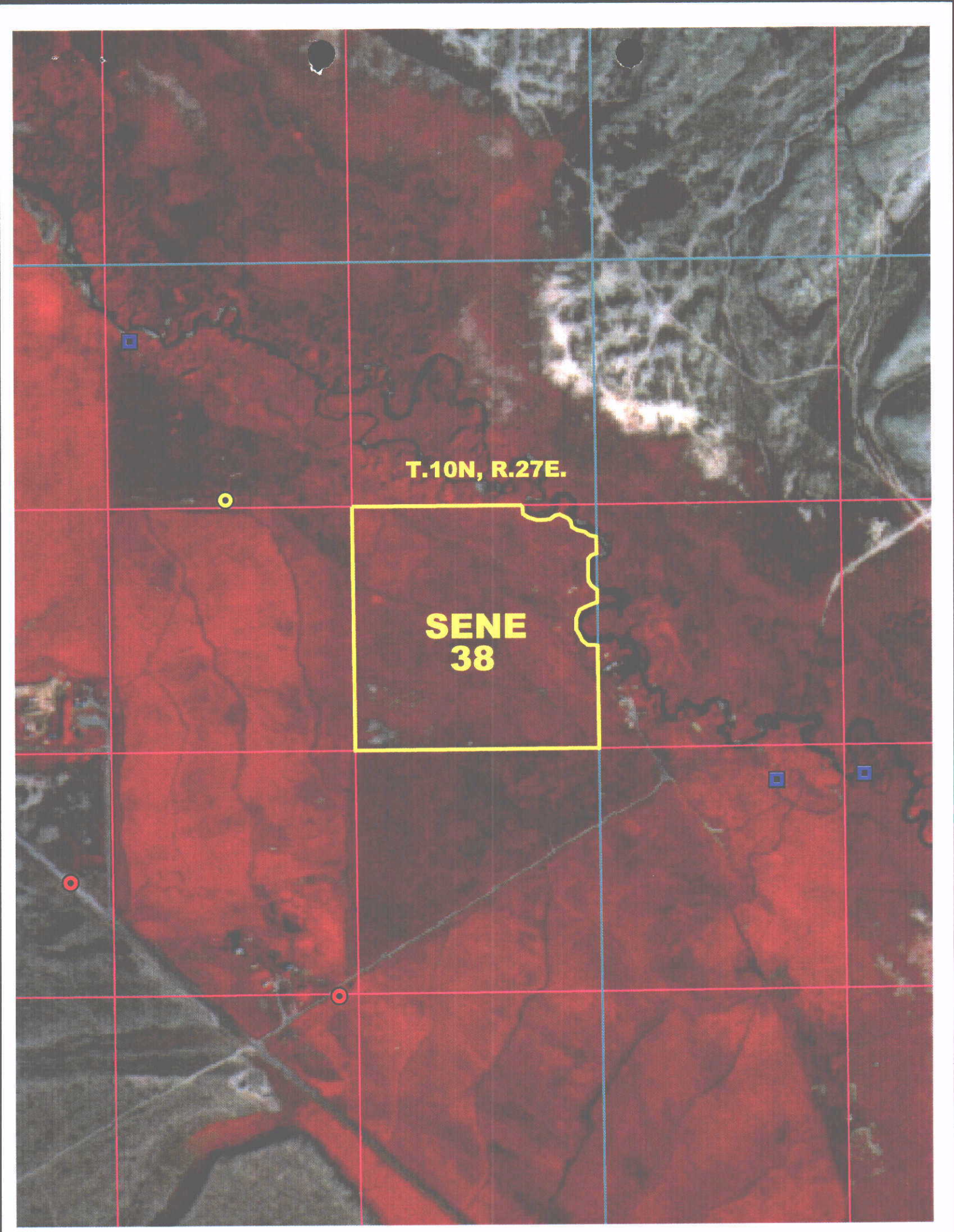
Quarter-section line

**Place(s) of Use: T.10N., R.27E.
Sec. 19 (part of) SENE, Sec. 29
(parts of) W2E2, S2NW, E2SW**

**Point(s) of Diversion: T.10N., R.27E.
Sec. 19 SENWNE**



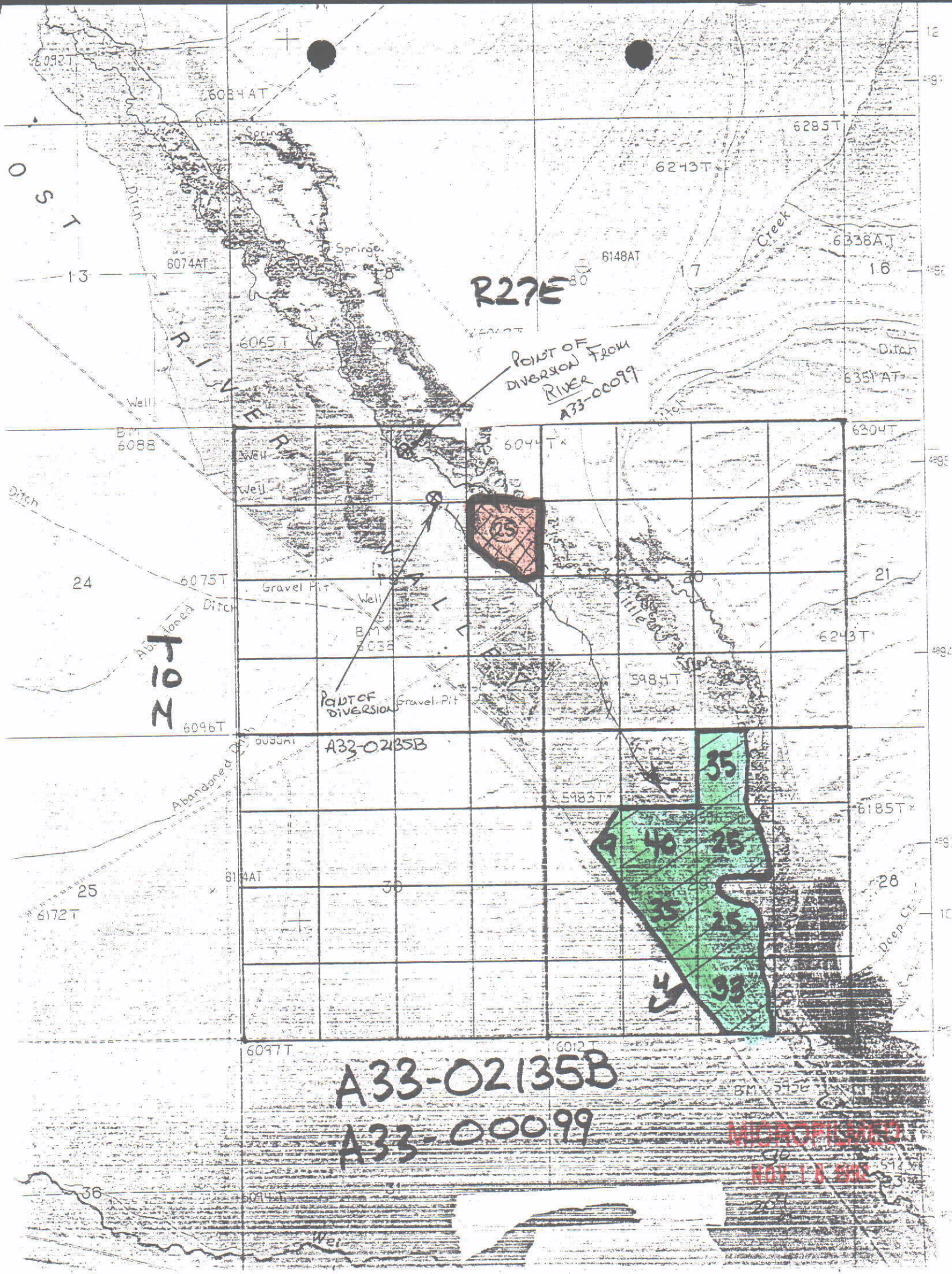
GIS Place of Use Illustration
1987/1988 NAPP photography
Prepared by: A. Ruberry
Date: September 1999



T.10N, R.27E.

This is an aerial photograph of a landscape, likely a wetland or marsh area, characterized by a dense network of waterways and vegetation. A red overlay covers most of the image, while a yellow-outlined area in the center is labeled 'SENE 38'. A grid of red and blue lines is superimposed on the image. Several small markers are visible: a blue square in the upper left, a yellow circle in the upper left, a red circle in the lower left, and two blue squares in the lower right. The text 'T.10N, R.27E.' is located in the upper right quadrant.

**SENE
38**



November 23, 1999

**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: December 10, 1999

Water right number: 33-10028

MARGARET J WAYMIRE
6224 N LITTLE LOST HWY
HOWE ID 83244

Daytime Telephone Number:

Evening Telephone Number:

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:
Should include South West track of tunnel
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: *12-15-99* SIGNATURE: *Margaret J. Waymire*

Please print your name: _____

*Amend claim to add BAC.
New GDS*

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

A33-10028

MARGARET J. WAYMIRE

HOWE

ID 88244

Field Exam:

- ☒ WHERE ARE THE PROOF OF PRIORITY DOCUMENTS MENTIONED WITHIN. (IN FILE - THEY GO TOO FAR BACK - READ AFTER MARCH 1955.)
- ☒ MEASUREMENT READ.

→ ☒ PROOF OF PRIORITY REQUIRED FOR TIME FALLING AFTER MARCH 1955. (POST DATES TRANSFERS NO. 843 & 844.)



A3310028

W. M. I. R. / Scott Ditch		River at		VELOCITY		Adjusted for hor. angle or -----	Area	Discharge				
Angle coefficient	Dist. from initial point	Width	Depth	Observation depth	Revolutions					Time in seconds	At point	Mean in vertical
P. 10)	1.0	.0	0.0		NF	0	0				.80	
	1.5	.5	0.62			20	1.27			.31	.39	.85
	2.0	.5	0.80			20	1.50			.40	.60	
	2.5	.5	0.80			20	1.35			.40	.54	.90
	3.0	.5	0.50			20	1.31			.25	.33	.92
	3.5	.5	0		NF	1	0					.94
												.96
												.97
										Q =	1.86 cfs	

[illegible]

43.3% CONVEYANCE
LOSS DUE TO
WYOMING PROPERTY

READINGS

★ GPO:1971-O-425-824

(D. ANDERSON)

Waymire - Scott 25 Hp Pump Ditch

Ref: A33-02135 A4B

STATE OF IDAHO

A33-02072 A ~~48~~

DEPARTMENT OF WATER RESOURCES

Meas. No. -----

~~C Water District 01~~

Comp. by -----

DISCHARGE MEASUREMENT NOTES

Checked by -----

Sta. No. -----

Date 11 July, 1996 Party Al Rubery - Dave Anderson

Width _____ Area _____ Vel. _____ G. H. _____ Disch. _____

Method _____ No. secs. _____ G. H. change _____ in _____ hrs. Susp. _____

Method coef. _____ Hor. angle coef. _____ Susp. coef. _____ Meter No. _____

GAGE READINGS

[illegible]

Weighted M. G. H.

G. H. correction.

Correct M. G. H.

Type of meter Swotter

Date rated _____ for rod, other.

Meter _____ ft. above bottom of weight.

Spin before meas. ----- after -----

Meas. plots ---- % diff. from rating -----

Wading, cable, ice, boat, upstr., downstr., side
bridge feet, mile, above, below

gage, and _____

Check-bar, found

changed to _____ at _____

Correct _____

Levels obtained

Measurement rated excellent (2%), good (5%), fair (8%), poor (over 8%), based on following conditions: Cross section

Flow _____ Weather _____

Other _____ Air _____ °F @ _____

Cage _____ Water _____ °F @ _____

----- Record removed ----- Intake flushed L-----

Observer _____

Control _____

Remarks Determine Flow

G. H. of zero flow ----- ft.

A-33-10028
3/14/94

RECEIVED
MAR 16 1994

Department of Water Resources
Eastern District Office

Alane Carlson
Adjudications
Dept. of Water Resources

Enclosed notarized copies
of papers I trust will
help with the water ad-
judication on this piece
of ground.

Yours,
Margaret J. Haynie

MICROFILMED
APR 15 1994

Department of the Interior.
UNITED STATES LAND OFFICE,

Hailey, Idaho.

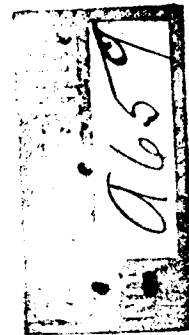
POSTMASTER; Return after 30 days,
if unclaimed (7. 1 and 2, Sec. 670)



Receipt demanded.

Mrs. Emily Basinger,
Clyde, Idaho.

08936



MICROFILMED
APR 15 1994

A33-10028

Serial 08936

DEPARTMENT OF THE INTERIOR
UNITED STATES LAND OFFICE

Hailey, Idaho.
(Place)

October 16, 1913.
(Date)

Mrs. Emily Basinger,
Clyde, Idaho.

Dear Madam:

The final 5-year proof made by you on homestead entry No. 08936 has been examined by this office and found to be insufficient as to cultivation. The testimony of yourself and witnesses shows cultivation for only three years. The 5-year homestead law requires cultivation of some portion of the land each year for a period of five years. You will be required to furnish an affidavit, corroborated by your two witnesses and executed before T. C. Salt, U. S. Commissioner at Arco, Idaho, showing whether there has been cultivation of some portion of the land each year for a period of five years and showing the number of acres cultivated and kind of crops raised each year during such period. It is not necessary to show cultivation for a longer period than five years immediately preceding the date of final proof.

You are allowed thirty days from receipt of this notice in which to comply with the above requirement or to appeal from this action to the Commissioner of the General Land Office, and in the event of your failure to take such action within the time specified your final proof, hereby held for rejection, will be rejected without further notice to you from this office.

Very respectfully,



Receiver.

MICROFILMED

APR 15 1994

A33-10028

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
DISTRICT LAND OFFICE

Land & Survey Office
Boise, Idaho

(Place)

June 5, 1950

(Date)

NOTICE OF ALLOWANCE.

Mr. Donald Frederick Waymire

Howe, Idaho

Sir:

Your Desert Land Application

(Kind of application or entry)

Idaho-
SERIAL No. 0553Receipt No. 828, for W $\frac{1}{2}$ E $\frac{1}{2}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 29

Township 10 N., Range 27 N., Boise Meridian,
containing 320 acres, has been this day allowed, subject to
your further compliance with law and regulations applicable thereto.

In correspondence relating to this entry, always refer to the
serial number.

Very respectfully,

Paul A. Shepard
Manager

U. S. GOVERNMENT PRINTING OFFICE 16-51593-1

CC: Range Manager
Idaho Falls

MICROFILMED

APR 15 1994

The undersigned Seller agrees to sell and the undersigned Purchaser hereby accepts and agrees to purchase, subject to the terms and conditions hereinafter set forth, the property described in the following schedule, for the prices therein indicated:

ITEM	QUANTITY	MAKE	DESCRIPTION OF ARTICLE	MODEL	SERIAL NUMBER	CABINET OR MOTOR NO.	TIME PRICE
1	1	25 H P Turbine	Pump				
2		with Panel ,	3 Transformers				
3							
4							

Total Time Price \$3,238.54
 Cash Down Payment \$1,035.05
 Trade in \$ Describe Trade in \$2,203.49
 Total Down Payment \$1,035.05

Purchaser promises to pay to the Seller at the office of the Seller, or if this contract is assigned, then to pay to the Assignee at the office of the Assignee, the time balance indicated in the foregoing schedule in installments as follows: \$1,106.92 on the 30 th day of October, 19 52, and \$378.22 on the 30th day of October, 1953 (\$728.70 by Jess L. Amy and \$378.22 by Margeret Waymire) and \$1,096.57 on the 30th day of October, 1953 (\$721.89 by Jess L. Amy and \$374.68 by Margeret Waymire).

together with interest at _____ per cent per annum from date until maturity and thereafter at the highest legal rate until paid. The full amount of accrued interest is also payable at the time each installment of principal is due.

CONDITIONS

1. Title to said property shall not pass to the Purchaser until all sums due under this contract are fully paid in cash.
2. Said chattels shall remain personal property and nothing (anything which may be done by the parties hereto to the contrary notwithstanding) shall prevent Seller from removing same, or so much thereof as Seller in its sole discretion may determine, from any premises to which they may be attached, upon any breach of this contract.
3. The Purchaser shall keep said property free of all taxes, liens and encumbrances; shall not use the same illegally or improperly; shall not transfer any interest in this contract or said property; shall not remove same from the premises stated herein without Seller's consent. Purchaser shall keep said property insured against loss by fire to properly protect all interests therein. The proceeds of any insurance, whether paid by reason of loss, injury, return premium, or otherwise, shall be applied toward the replacement of the property or payment of the obligation at the option of the Seller. The Purchaser assumes the entire risk of loss of said property and agrees that neither the loss, damage nor destruction of the whole or any part thereof shall release the Purchaser from his obligation to pay the purchase price or any part thereof.
4. Should Purchaser fail to pay said indebtedness or any part thereof when due, or breach this contract, or if any execution or writ be levied on any of Purchaser's property, or receiver thereof be appointed, or if a petition in bankruptcy be filed by or against Purchaser, Seller, at his option, and without notice to Purchaser, may declare the whole amount unpaid hereunder immediately due and payable, or Seller may, without notice or demand, by process of law or otherwise, take possession of said chattels wherever located. In the event of such repossession, Seller may, without notice to Purchaser, declare all of Purchaser's rights under this contract terminated and retain all moneys paid thereon for the reasonable use of said chattels, or Seller may resell the said property at public or private sale and apply the proceeds, after deducting late charges, expenses, liens, and an attorney's reasonable fee paid or incurred by it, to the payment of said indebtedness, and pay to Purchaser the surplus, if any, or in case of a deficiency, Purchaser agrees to pay Seller the same at once. Purchaser waives all claims, damages and demands against Seller arising out of the repossession, retention, reparation, and sale as aforesaid. Nothing herein contained shall be construed to prevent Seller, in the event of non-payment of said purchase price or any installment thereof, without repossessing or otherwise resorting to the said property, from suing for and recovering the whole of the unpaid purchase price.
5. Any action to enforce payment shall not waive any of Seller's rights hereunder. Any indulgences granted Purchaser shall not constitute a waiver of any of Seller's rights. This is of the essence of this contract. Any part of this contract contrary to the law of any state shall not invalidate any other parts of this contract in that state. All rights and remedies hereunder are cumulative and not alternative. Seller may assign this contract without notice to Purchaser, and when assigned it shall be free from any defense counter-claim or cross-complaint by Purchaser. Purchaser agrees to pay all costs of collecting any amount or enforcing any rights hereunder including any expenses incurred, reasonable attorney's fees and the cost of the time and services of any employees in making collection.
6. This contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto.
7. This contract shall apply to, inure to the benefit of, and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties, subject, however to the above restrictions against assignment by Purchaser.

The undersigned Purchaser (s) does each for himself warrant and state that there does not now exist nor is there to be made any other extension of credit to him or them in connection with the purchase of the merchandise described herein. Purchaser acknowledges receipt of a copy of this contract of conditional sale. The undersigned Seller hereby accepts in good faith the foregoing Statement of Purchaser (s), and because of his reliance thereon, agrees to extend the installment credit on the terms and conditions as set forth herein.

Rogers Bros. Seed Co., Inc.
 Rogers Farm Store
 Seller

By _____
 Box 30 Idaho Falls, Idaho
 Seller's Address

Executed this 26th day of November, 19 52

Jess L. Amy and Margeret Waymire
 Purchaser

Howe, Idaho
 Purchaser's Address

CAUTION TO DEALER AND BANK: A duly executed and acknowledged exact duplicate of the above agreement must be filed in the office of the Recorder of the county in which the property described therein is located AT THE TIME OF SUCH FILING, and another duplicate must thereafter be filed promptly with the Secretary of the State.

MUST BE EXECUTED BY THE SELLER & THE PURCHASER

A33-10028

6/15/49 To Carter Motor Sales

2 Pump Engine

Switch

Pulley

2000 F Pump House

Oil Tank

23 1/2
685.50

17.50

25.75

37.82

69.00

835.57

Total -

6/16/49

1/2 Pump -

6010 Turbine Pump Inst.

Cape and Jones
As per statement

835.84

2) 1671.69

835.84

To U. P. and P. Co.

450.00

Electric 1/2 contract pump

2) # 3,238.54

1 - 25 H.P. Turbine Pump with panel

619.27

3 transformers

MICROFILMED

APR 15 1994

Purchased 26th November, 1951 -

MERCHANDISE PURCHASE CONDITIONAL SALE CONTRACT

Signed Seller agrees to sell and the undersigned Purchaser hereby accepts and agrees to purchase, subject to the terms and conditions set forth, the property described in the following schedule, for the prices therein indicated:

QUANTITY	MAKE	DESCRIPTION OF ARTICLE	MODEL	SERIAL NUMBER	CABINET OR MOTOR NO.	TIME PRICE
1	John Deere Type	113W Stationary Engine				1317.00
2		complete with installation				
3						
4						

Total Time Price \$1317.00 Service Charge 18.00
 Cash Down Payment \$ 700.00 Trade in \$
 Time Balance

Purchaser promises to pay to the seller, or if this contract is assigned, then to pay to the assignee at the office of the assignee, the time balance indicated in the foregoing schedule in installments as follows \$ 1335.00 on the 1st day of December, 19 49 and a like sum on the same day of each and every month thereafter until the whole of said time balance will have been paid in full, or in installments as follows

Plus interest @ 8% per annum
 Total Down Payment \$ 700.00
 \$ 635.00

together with interest at the rate of 8% per annum on the unpaid balance of the purchase price, that he realizes the time price is greater than the cash price, and that he has elected to pay the time price.

CONDITIONS
 1. Title to said property shall not pass to the Purchaser until all sums due under this contract are fully paid in cash from removing same, or so much thereof as Seller in its sole discretion may determine, from any premises to which they may be attached, upon any breach of this contract.
 2. The Purchaser shall keep said property free of all taxes, liens and encumbrances; shall not use the same illegally or improperly; shall not transfer any interest in the replacement of the property or payment thereon. The proceeds of any insurance, whether paid by reason of loss, injury, return premium, or otherwise, shall be applied toward the replacement of the property or payment thereon.
 3. Should Purchaser fail to pay said indebtedness or any part thereof when due, or breach this contract, or if any execution or writ be levied on any part thereof, or a receiver thereof be appointed, or if a petition in bankruptcy be filed by or against Purchaser, Seller, at his option, and without notice to Purchaser, may declare the whole amount unpaid hereunder immediately due and payable, or Seller may, without notice or demand, by process of law or otherwise, take possession of said chattels wherever located. In the event of such repossession, Seller may, without notice or demand, by process of law or otherwise, take possession of said chattels and retain all moneys paid thereon for the reasonable use of said chattels, or Seller may resell the said property at public or private sale and apply the proceeds, after deducting late charges, expenses, liens, and an attorney's reasonable fee paid or incurred by it, to the payment of said indebtedness, and pay to Purchaser the surplus, if any, or in case of a deficiency, Purchaser agrees to pay Seller the same at once. Purchaser waives all claims, damages and demands against Seller arising out of the repossession, retention, reparation, and sale as aforesaid. Nothing herein contained shall be construed to prevent the Seller, in the event of non-payment of said purchase price or any installment thereof, without repossessing or otherwise resorting to the said property, from suing for and recovering the whole of the unpaid purchase price. All rights and remedies hereunder are cumulative and not alternative. Any indulgences granted Purchaser shall not constitute a waiver of any of Seller's rights. Time is of the essence of this contract. Any part of this contract contrary to the law of any state shall not invalidate any other parts of this contract in that state. This contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto. Purchaser agrees to pay all costs of collecting any amount or enforcing any rights hereunder, including any expenses incurred, reasonable attorney's fees and the cost of the time and services of any employees in making collection. Purchaser agrees to pay all costs of collecting any amount or enforcing any rights hereunder, including any expenses incurred, reasonable attorney's fees and the cost of the time and services of any employees in making collection. Purchaser agrees to pay all costs of collecting any amount or enforcing any rights hereunder, including any expenses incurred, reasonable attorney's fees and the cost of the time and services of any employees in making collection.

The said property shall be delivered and/or installed and shall remain at Howe, Idaho Executed in triplicate this 14 day of June, 19 49

Guster Motor Sales, Inc. Seller
 Mackay, Idaho
 Buyer's Address

Vice-Pres.
 Howe, Idaho
 Purchaser's Address

APR 15 1994

33-10028

MICROFILMED

STATEMENT

Cope & Jones
342 E Street
Idaho Falls, Idaho

June 16, 19 49

Sold To Jess L. Amy
Howe, Idaho

Terms CASH ON COMPLETION

[illegible]

A33-10028

Development of well . permit 20929
Dept. Information .

1948

Preliminary work -

1/2 cost logline -

\$ 409.35

\$ 361.35

1/2 cost Tanna pump to Service Center, Nukunui ~~150.00~~

8/5/48 - Ok.

182.65

592.02

1949

5/4/1949 Filing fees
2 1/2 Do. Trade

1/2 man drilling well.

235.75

Casing

\$ 13.88

Tr. and casing

2/15/49 ~~Stationary engine~~

MICROFILM
APR 15 1994

ACKNOWLEDGEMENT

STATE OF IDAHO)
COUNTY OF LEMHI) ss.

On this 20th day of April, 1946, before me, Preston Thatcher, a Notary Public in and for the State of Idaho personally appeared Frank Black, 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.

Preston Thatcher M.G. No.

Preston Thatcher

Notary Public for Idaho;
Residing at Salmon, Idaho.
Com. Expires March 13, 1950.

MICROFILMED
APR 15 1994

433-10028

QUIT-CLAIM DEED

THIS INDENTURE, Made the _____ day of April in the year of
 our Lord One Thousand Nine Hundred and forty-three between
Nellie C. Black and Frank Black, husband and wife,
 part-ies of the first part, and _____
Margaret Waymire
 the part-y of the second part:

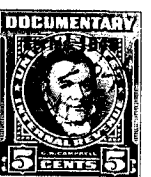
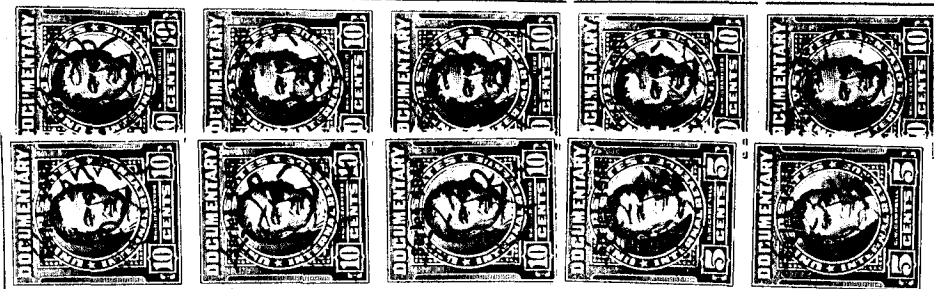
WITNESSETH: That the said part-ies of the first part, for and in consideration of the sum
 of EIGHT HUNDRED DOLLARS
 lawful money of the United States of America, to them
 in hand paid by the said part-y of the second
 part, receipt whereof is hereby acknowledged, ha-ve granted, bargained, sold, remised, released,
 and forever quit-claimed, and by these presents do _____ grant, bargain, sell, remise, release, and
 forever quit-claim, unto the said part-y of the second part, and to her heirs
 and assigns, the following described real estate

situated in the County of Butte, and State of Idaho, to-wit:

An undivided one-half interest in and to the following:

SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. Twenty (20), and the E $\frac{1}{2}$ of the NE $\frac{1}{4}$,
 and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Sec. 19, Township Ten (10) North of Range
 27 East of the Boise Meridian, Idaho, containing 160 acres, more or less,
 together with all water, water rights and ditch rights appurtenant thereto
 by decree, user, or otherwise.

As the sole and separate property of the said party of the second
 part, and the rents, issues and profits thereof to her own use and
 benefit.



TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereto
 belonging, or in any wise appertaining, and the rents, issues and profits thereof; and also all the
 estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in
 equity, of the said part-ies of the first part of in or to the said premises, and every part and
 parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the said premises together with the appurtenances,
 unto the said part-y of the second part her heirs and assigns forever.

IN WITNESS WHEREOF, The said part-ies of the first part ha-ve hereunto set their
 hand-s and seal-s the day and year first above written.

Signed, Sealed and Delivered in the Presence of



Nellie C. Black (Seal)

Nellie C. Black (Seal)

MICROFILMED
 APR 15 1994

Hailey 08936

4-1003.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Hailey, Idaho, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Emily Basinger

has been established and duly consummated, in conformity to law, for the southwest quarter of the northwest quarter of Section twenty and the east half of the northeast quarter and the northwest quarter of the northeast quarter of Section nineteen in Township ten north of Range twenty-seven east of the Boise Meridian, Idaho, containing one hundred sixty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I,

Woodrow Wilson

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the SIXTH

day of MAY In the year of our Lord one thousand

nine hundred and FOURTEEN and of the Independence of the

United States the one hundred and THIRTY-EIGHTH.

By the President:

By

Secretary,

MICROFILMED

Record of the General Land Office.

RECORDED: Patent Number 403203

A33-10028

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

MT. K.

15 20

18 17

MICROFILMED
APR 15 1994

FILED

INDEXED
22303

COMPARSED

STATE OF IDAHO
COUNTY OF BUTTE

I hereby certify that the within instrument was
filed for record in this office at the request of

George S. Lindroos

on the 26 day of July 1943

at 45 minutes past 10 o'clock A.M.

and was duly recorded in book 2

of Atanta page 450

Butte County Records.

J. M. Rogers
County Recorder

By Anna Reed
Deputy Clerk

Fee \$ 1

MICROFILMED
APR 15 1994

A 33-10022

QUIT-CLAIM DEED

THIS INDENTURE, Made the 3rd day of February in the year of
 our Lord One Thousand Nine Hundred and thirty-nine between
Nellie C. Black, daughter and heir of Emily Fallert, deceased, formerly
~~Basinger~~ Emily Basinger,
 part y of the first part, and
Samson Basinger

the part y of the second part:

WITNESSETH: That the said part y of the first part, for and in consideration of the sum
 of One (\$1.00) DOLLARS
 lawful money of the United States of America, to her
in hand paid by the said part y of the second
part, receipt whereof is hereby acknowledged, has granted, bargained, sold, remised, released,
 and forever quit-claimed, and by these presents do grant, bargain, sell, remise, release, and
 forever quit-claim, unto the said part y of the second part, and to his heirs
 and assigns, the following described real property
 situated in the County of Butte, and State of Idaho, to-wit:

All my right, title and interest, as heir of Emily Fallert, de-
 ceased, formerly Emily Basinger, in and to the north half of the
 northeast quarter, southeast quarter of the northeast quarter of
 section 19, southwest quarter of the northwest quarter of section
 20, township 10 North, Range 27 E.B.M., together with all ditch and
 water rights thereunto appurtenant.

All of my interest in and to the foregoing described real
 property is my sole and separate property as the daughter and heir
 of Emily Fallert, formerly Emily Basinger, who is now deceased.



TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereto be-
 longing, or in any wise appertaining, and the rents, issues and profits thereof; and also all the estate,
 right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity,
 of the said part y of the first part, of in or to the said premises, and every part and parcel
 thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the said premises together with the appurtenances,
 unto the said part y of the second part his heirs and assigns forever.

IN WITNESS WHEREOF, The said part y of the first part has her
 hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Nellie C. Black (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

MICROFILMED
 APR 15 1994

ACKNOWLEDGMENT

STATE OF IDAHO,
COUNTY OF Lemhi ss.
~~BUTTE~~

On this 4 day of February, 1939, before me,
Rudolph Hughes Snook, a notary public,
in and for the State of Idaho personally appeared

Nellie C. Black

known to me to be the person who is described in, and who executed the within instrument,
and acknowledged to me that she executed the same freely and voluntarily, and for the
uses and purposes, therein set forth.

GIVEN UNDER MY HAND AND SEAL

the day and year last above written.

Rudolph Hughes Snook
Notary Public residence Salmon
City, Idaho.

ENTERED
23408
No. COMPARED

Nellie C. Black

TO

SALMON BASINGER

QUIT-CLAIM DEED

Recorded at the request of

Nellie C. Black

STATE OF IDAHO, } ss.
COUNTY OF BUTTE }

I hereby certify that this deed was
filed for record in my office at 4:28
o'clock P. M., December 8,
1939, in Book 6, Page 427.

L. W. Dyer
County Recorder.

By M. P. Draithman

Fee, \$ 1.20

— Advertiser Print, Arco, Idaho —

MICROFILMED
APR 15 1994

QUIT-CLAIM DEED

THIS INDENTURE, Made the 10th day of June in the year of our Lord One Thousand Nine Hundred and forty-six between Butte County, State of Idaho, a political sub-division of the State of Idaho, acting by and through its Board of County Commissioners, part y of the first part, and

Margaret Waymire

the part y of the second part:

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of ONE - - - - - DOLLARS

lawful money of the United States of America, to it

in hand paid by the said part y of the second part, receipt whereof is hereby acknowledged, ha a granted, bargained, sold, remised, released, and forever quit-claimed, and by these presents do es grant, bargain, sell, remise, release, and forever quit-claim, unto the said part y of the second part, and to her heirs and assigns, the following described real estate

situated in the County of Butte, and State of Idaho, to-wit:

N $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Sec. 19, and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Sec. 20, Twp. 10 North of Range 27 East of the Boise Meridian, Idaho.

This deed is made, executed and delivered in order to clear the title of any claim of Butte County, Idaho, to the above described lands by reason of the issuance of that certain Tax Deed dated January 5, 1925, by Josephine McCowen, County Treasurer and Ex-officio Tax Collector of said Butte County, Idaho, and recorded October 26, 1925, in Book 11 of Deeds, page 546 of the records of said County, and ALSO that certain Tax Deed dated January 9, 1939, issued by the said Josephine McCowen, County Treasurer and Ex-officio Tax Collector of said Butte County, Idaho, and recorded February 11, 1939, in Book 12 of Deeds, page 176 in the records of said County, both of said deeds having been issued on account of non-payment of delinquent taxes, which delinquent taxes and all current taxes since the dates of the issuance of said respective tax deeds having heretofore been fully paid, and said Butte County having no right, title, claim or interest in said lands, or any part thereof, except for such taxes as may be levied and assessed for the year 1946.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said part y of the first part of in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the said premises together with the appurtenances, unto the said part y of the second part her heirs and assigns forever.

IN WITNESS WHEREOF, The said part y of the first part ha s hereunto set its hand and seal the day and year first above written, by and thru its Board of County Commissioners, by the undersigned its Chairman and attested by its Clerk.

Signed, Sealed and Delivered in the Presence of

BUTTE COUNTY, IDAHO, (Seal)

By Wanning Sutton (Seal)
Chairman Board of County Commissioners

ATTEST: MICHAEL FILMED (Seal)
County Auditor and Ex-officio Clerk
of the Board of County Commissioners

A 33 - 10028

ACKNOWLEDGMENT

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

On this 10th day of June 1946, before me,

George L. Ambrose, a notary public,

in and for the State of Idaho personally appeared Manning Sutton, known to me to be Chairman of the Board of County Commissioners of said Butte County, Idaho and I. W. Boyer, known to me to be the Clerk of said Board

who executed the within instrument,

and acknowledged to me that they executed the same as such officers.

GIVEN UNDER MY HAND AND SEAL at Arco, Butte County, Idaho,

the day and year last above written.

George L. Ambrose
Notary Public for the State of
Idaho, residing at Mackay, Idaho.
My Commission Expires Oct. 16, 1948

COMPARED

No. 24640

Butte County
State of Idaho
TO
Margaret Haymire

QUIT-CLAIM DEED

Recorded at the request of

George L. Ambrose

STATE OF IDAHO,)
COUNTY OF BUTTE) ss.

I hereby certify that this deed was

filed for record in my office at 10:06
o'clock A. M. June 21st
1946, in Book 6, Page 488

I. W. Boyer
County Recorder.

By *Martha Stewart*

Fee, \$ 1.60

—Arco Advertiser, Arco, Idaho—

MICROFILMED
APR 15 1994

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:03:54
03/31/93

PAGE: 1
GENERAL INFORMATION

CLAIM NUMBER: A33-10028
292)

LAST: MAYNIRE
ADDRESS: HOME
CITY: ID
STATE: ID ZIP: 93244
PHONE NUMBER: 208-767-3486

FIRST: MARGARET X

OWNER CODE: C

FIELD EXAM REQUIRED?

DATABASE Y
FIELD EXAMINER

VERIFICATION REQUIRED DUE TO REMARKS?

CLAIM REMARKS: ORIGINAL LICENSE DID NOT COVER THIS LAND, HOWEVER CLAIMANT
CONTENDS THAT THIS 25 ACRE PARCEL HAS ALWAYS BEEN WATERED FROM
THIS SYSTEM. *cc: COMMENTS*

FIELD EXAMINATION INFORMATION

CONTACT PERSON: _____

PHONE NUMBER: (____) _____

DATE OF FIELD EXAM: ____/____/____

APPOINTMENT MADE: Y(____) N(____)

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

ACCOMPANIED BY: _____

PHONE NUMBER: (____) _____

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / NOTES: _____

A. AJ CLAIM: # A33-10028 PRIORITY DATE: 05-01-1955 STAGE: J
B. HR RESUB: # 84-88801 PRIORITY DATE: 07-01-1957 STAGE: D

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

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

NOTES: 6-4-1953 Report of Engineer for 33-02135 dated SENE, S19, T10N, R27E as irrigated, and it was licensed. However, transfer # 844, approved 3-1-1955, moves the POW entirely into section 29. Report of Engineer says 160 acres, and 160 acres were initially licensed.

8-7-1957 Report of Engineer for 33-02072 does not show SENE, S19, T10N, R27E to be irrigated at that time, and the licensee did not cover the SENE, S19. Therefore, we can be reasonably sure that irrigation ^{was for} this land was abandoned under transfer # 844 and was not resumed, if at all, until after 8-7-1957.

RECOMMENDED PRIORITY DATE: 8/7/1957

REVIEWED BY: [Signature] DATE: 9/21/60

Evidence of priority submitted - primarily land entry documents. No reference to water. Also enclosed receipts for 25 H.P. turbine pump, dated 11-26-1955(?). (Date unclear.)

4. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RSE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A33-10028	10N	27E	19	SE	NW	WE		BUTTE

OTHER AJ CLAIMS WITH SAME AJ POD

A PREFIX
R PREFIX
A33-020724
A33-02072C
A33-02133A
A33-02135B

WR RECORDS IN SAME 40 ACRE TRACT

SOURCE: GROUNDWATER

TR14:

5. WR POINT OF DIVERSION AND SOURCE:

3310028 THERE IS NO POD ASSOCIATED WITH THIS WATER RIGHT NUMBER

SOURCE: BIG LOST RIVER

TR13: SINKS

6. FIELD EXAM REQUIRED?

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

NOTES:

Same well as 33-02072 and 33-02135 - yes

A. ROOT WATER RIGHT NUMBERS: A33-10029

B. POU LISTING

TRP RNS	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	JR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
10N 27E 19	SE	NE			WAYMIRE, MARGARET J.	A33-10029 725.0	-	37.0		220
	SE	NE			WAYMIRE, MARGARET J.	A33-00099 725.0	-			
TOTAL ACRES						A33-10328 25.30		37.0		

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

C. FIELD EXAM REQUIRED?

DUE TO POU DISCREPANCY? (Y/N)

PRESUMPTION FLAG:

NOTES:

THIS POU WAS ORIGINALLY COVERED BY DECEASED RIGHT 33-00099. THEN T. 843 APPROVED IN MARCH 1955, MOVED THIS DECEASED RIGHTS OF 33-00099 & 0000 TO SEC. 29. T. 843. R. 27E. LEAVING NO WATER ON THIS DECEASED QUARTER. NO KNOWN TRANSFER. MOVING WATER RIGHTS BACK INTO THESE LANDS.

RECOMMENDATIONS:

TOTAL ACRES: 260

REVIEWED BY: A. B. R. R. R.

DATE: 26 July 96

- DECEASED RIGHTS 33-00099 AND 33-00100 WERE ORIGINALLY APPURTENANT TO LANDS IN SEC. 19 AND 20. T. 843 MOVED DECEASED RIGHTS OFF. 33-00100 WAS LATER SOLD AND MOVED. WAYMIRE'S DID RETAIN 33-00099 AS APPURTENANT TO SEC. 29 1/2, AS PER T. 843.
- LICENSE 33-02012 DID NOT LIST SENE SEC. 19 1/2. (3) LICENSE 33-02135 DID LIST SENE (WOM) SEC. 19 1/2. (4) T. 844 MOVED 1.6 cfs OF 33-02135 TO SEC. 29 1/2 (1/2 THE ORIGINAL RIGHT). THIS SPLIT 33-02135 TO A & B PORTIONS. WAYMIRE'S GOT THE "B" PORTION WHICH BY T. 844 WAS (S) APPURTENANT TO SEC. 29 1/2. LEAVING NO WATER(S) APPURTENANT TO SENE SEC. 19 1/2.
- ADJUDICATION CLAIM A33-02135B CLAIMS ONLY SERVICE TO SEC. 29 1/2. AS PER T. 844.
- MEASUREMENTS OF THE WELL OUT PUT AND DITCH LOSSES WERE MADE ON 11 JULY 1996.

WELL OUTPUT WAS 3.28 cfs, DITCH MEASUREMENT WAS 1.86 cfs - A CONVEYANCE LOSS OF 43.3%. CONTINUED ON A. 7

RECOMMENDED AS POU w/
02135B AND 0202C
BUT LIMITED TO LUC. cfs.
508 T. 844 FOR POU.

A. AJ CLAIMED USES:
PURPOSES MONTH/DAY DIVERSION QUANTITY
A33-10028 IRRIGATION FROM 04-31 TO 11-01 .500 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED .500 CFS

B. WR RECORDED USES:
PURPOSES MONTH/DAY DIVERSION QUANTITY
34-00001 IRRIGATION FROM 05-31 TO 10-15 1.420 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED 1.420 CFS

PRESUMPTION FLAG:

C. FIELD EXAM REQUIRED?
DUE TO WATER-USE DISCREPANCY? (Y/N)
DUE TO DIVERSION RATE DISCREPANCY? (Y/N)
DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N)
DATABASE EXAMINER
N Y Y
4 4 4

D. PERIOD OF USES:
RECOMMEND AS CLAIMED? Y () N ()
RECOMMEND TO WR STANDARDS OR OTHER? Y () N ()
EXPLAIN IN NOTES, BELOW.

NOTES:
PERIOD OF USES SHOWN BE 15 APRIL TO 15 OCTOBER, FOR DEPT. STD. FOR BUL CLAIMS

Claims from this well
A33-02072 A 0.80
A33-02072 B 0.40 Am (ul)
A33-02072 C 0.40
A33-02135 A 1.60
A33-02135 B 1.60
4.80 cfs 240 inches
A33-10028 .50 cfs
diversion from this well
33-02072 I 0.40
33-02072 II 0.40
33-02135 3.20
4.00 cfs 200 inches
Measured from this well
6-4-1953 200 inches = 4.00 cfs
8-7-1957 Pinedale is quoted as saying
new motor increased capacity to 250 inches.

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS? Y () N (X) NO WR RECORDS
AG TOTAL CLAIMED DIVERSION RATE: 0.500 CFS
WR RIGHT TOTAL DIVERSION RATE: 1.520 CFS
*** IF NO OR IF STATUTORY CLAIM OR BENEFICIAL USE THEN FLOW MEASUREMENT REQUIRED. ***
** IF AN AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS **
** CLAIMED AND AN EXAM IS NOT REQUIRED, EXPLAIN IN NOTES. **

Does not apply

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

MEASUREMENT METHOD SWOFFER METER, SEE ATTACHED CALCULATIONS.

C. ARE OTHER WATER RIGHTS USED? Y () N (X) IF YES COMPLETE OVERLAP REVIEW.

OTHER RIGHTS LISTED IN CLAIM: A33-02135B, 02099, A33-02072A

LIST ALL RIGHTS WITH A SAME POB AND IRRIGATION USAGE:

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. VOL.	DIV. VOL./ACRE
A33-10028	GROUNDWATER	WAYMIRE, MARGARET J.	0.500	0.020	
A33-00099	LITTLE LIST RIVER	WAYMIRE, MARGARET J.	0.300	0.001	

NO RIGHTS WITH SAME POB BUT NOT USED FOR IRRIGATION

CONTINUED FROM Pg. 5

1. Adjudication Claims: A33-02135A, A33-02135B, A33-02072A, A33-02072C, (A33-02072B WAS WITHDRAWN 3/27/1996), AND A33-10028 ARE ACTIVE CLAIMS TO THIS RIGHT. LISTED WITH CLAIMED CFS THEY ARE:

Photo of Measurement
A33-02072B
Access to Measurement

A33-02135A 1.6 cfs (Scott) ANDREASON.
A33-02135B 1.6 cfs WAYMIRE
A33-02072A 0.4 cfs (Scott) ANDREASON.
A33-02072C 0.4 cfs WAYMIRE
A33-10028 0.5 cfs WAYMIRE

Total 4.5 cfs Total of Licenses is 4.0 cfs; MEASUREMENT OF WELL OUTPUT WAS 3.28 cfs. WITH A33-10028 THIS SOURCE IS OBVIOUSLY OVERTCLAIMED.

D.

RATE/VOLUME CALCULATIONS: (IRRIGATION)

1B. CALCULATIONS

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

DUES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y() N()
*** IF YES ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N() ***

2. IRRIGATION CONSUMPTIVE USE
CLAIMED CONSUMPTIVE USE = 52.5 AF/A
ACRES _____ X CONSUMPTIVE VOL. AF/A FOR AREA _____ =
TOTAL CONSUMPTIVE USE _____ AF/A

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

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:
SEE ATTACHED SHEET? Y() N()
P/O ARCO CANAL.

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

RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD FROM	REC. PERIOD TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
IRRIGATION	04-01	11-01	DATABASE EXAMINER 0.500	DATABASE EXAMINER	DATABASE EXAMINER 62.5
TOTAL FOR THIS RIGHT	04-15	10-15	0.500	0.0	62.5

REVIEWED BY: *ASB* DATE:

WELL AS LICENSED UNDER 33-02135 A/B AND 33-02072 A/C, ALL RIGHTS TOTAL 400 cfs. WITH THE ADDITION OF A33-10028 AT 0.50 cfs, THE TOTAL IS 4.50 cfs, THUS EXCEEDING THE CAPACITY OF THE WELL (AS LICENSED). AND, CONSIDER THE MEASURED WELL OUTPUT THRU 1996 WAS 3.28 cfs.

THEREFORE, THIS RIGHT IS RECOMMENDED AS PERMISSIBLE P/W OTHER LICENSES ONLY, WITH LIMITED CFS TO LICENSED AMT. BASED ON MEASURES AND PRIORITY.

A. CHECK ONLY THE FOLLOWING THAT APPLY:

OWNERSHIP
FORFEIT/ABANDON
ADDITIONAL DIV. AMOUNT

ACCEPTED
AS CLAIMED
()
()
()
NEEDS
REVIEW
()
()
()

MEASUREMENT REQ'D.

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 33-10028
TOTAL DIVERSION RATE OF WR SPLITS

Does not apply
DATABASE
1.420
EXAMINER
-28
CFS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A33-10028	0.500	-	-	-	-
TOTAL CFS		0.500	1.420			

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 SHEET ATTACHED? (Y/N)

FIELD
EXAMINER
-
-
-
DATABASE
N

NOTES:

THIS BU CLAIM IS MADE IN ADDITION TO SEVERAL OTHER CLAIMS AGAINST THIS SOURCE

AND P.O.D. = SETS TALLY OF CLAIMS ON Pg. 6. THE ORIGINAL WERE CAPTURED BY AN ORIGINAL MEASUREMENT
WR'S) IS OVERRULED AS IT IS. THIS CLAIM ADDS TO THE ALREADY OVERRULED CONVEYANCE REQ'D.

DONE 7/11/1996

RECOMMENDED AS 0.28 BUT LIMITED TO LARGES 0.21553 & 0.072C

W/ PERMISSIONS

SUBS ENCLOSURE
SWAPPER MEASUREMENT
SHEET

AUTHENTICATION:

SIGNATURE: [Signature] DATE: 7/29/1996

NAME OF FIELD EXAMINER: A. R. [Signature] TITLE: Sr. Agt.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:03:54
03/31/93

PAGE: 11
QUICKLOOK INFORMATION

CLAIM NUMBER: A33-10028

WR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE								
POINT OF DIV	Y			N				
SOURCE	Y			N				
PLACE OF USE	Y			N				
DIV. AMOUNT CFS/VOLUME	Y			N				
CONSUMPTIVE USE	-			Y				
PURPOSES				Y				
PERIOD OF USE	Y			N				
BASIS OF CLAIM	Y			N				
REMARKS	Y			N				

VERIFIED BY CODES

- TOPD MAP/DRI40-PQ = 1
- ISCS MAP = 2
- WATERMASTER RECORDS = 3
- WAPP PHOTOS = 4
- FIELD EXAM = 5
- OTHER (SEE REMARKS) = 5

THESE CODES ARE USED TO INDICATE HOW THE FIELD EXAMINER VERIFIED THE INFORMATION
USED FOR THIS FIELD EXAMINATION. INDICATED ARE ALL CODES WHICH APPLY.

CLAIM RECOMMENDED FOR
DPA w/ other licenses

CLAIM NUMBER: A33-10028

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	MARGARET J. WAYMIRE HOME IO 33246 (208) 767-3486	~~08/01/1995~~ 9/7/1995	IRRIGATION	04-01-11-01 04-15 10-15	0.50 CFS 0.50 CFS	
WATER SOURCE: (GROUND)WATER				STAGE: BENEFICIAL USE		
POINT(S) OF DIVERSION: TION R27E S19				BUTTE COUNTY		
PLACE OF USE LEGAL DESCRIPTION FOR: IRRIGATION				SE		
NINE NAME SAME SENE : NENW N4NW S4NW SENE				NESE NWSE SWSE SESE		
T R S : LT AC LT AC LT AC LT AC LT AC LT AC LT AC				LT AC LT AC LT AC LT AC		
10N 27E 17 :				TOTAL ACRES		
				25.0 25.0 22		

POW COUNTRY: BUTRE

NON-IRRIGATION USES: NONE

OTHER RIGHTS: 15-021358, 03099, 453-020729

REMARKS:

ORIGINAL LICENSE DID NOT COVER THIS LAND, HOWEVER CLAIMANT
CONTENDS THAT THIS 25 ACRE PARCEL HAS ALWAYS BEEN WATERED FROM
THIS SYSTEM.

DATES:

EXAM MADE DATE:

VERIFIED DATE:

MS 3C:

WATER DISTRICT NUMBER:

FIELD INSPECTION FLAG:
PRESUMPTION FLAG:

* THIS CLAIMED QQ WAS ORIGINALLY DECREASED UNDER PRESCRIPTION PERIOD.

33-00090 AND 33-00100. TRANS. 843 MOUNTS ALL WATERLOO

OF THOSE RIGHTS TO LANDS IN SEC. 29 LEAVING NO WATER

OF ANY SOURCE ON TMSO LAROS, APPROVED 1 MARCH 1955.

+ TRANSFER No. 844 MOVED WATER OF LICENSE No. 20929 (37-02135)

FROM SECTION 19 LANDS TO SECTION 29. ALSO GRANTING NO

LIC 101840 WATER on SUITE 19 LAROS. APPROVED 1 MARCH 1955.

— LANDS IN SECTION 29 WERE APPARENTLY DESERT ENTRY

Lands under No. 0553.

- THERE ARE NO DOCUMENTS SUPPORTING INDICATION OF SENS

SAC. 19 AFTER T. #843 & 844, WHICH WERE BOTH REMOVED

1 March 1955.

"B" IS CLAIMED BY ANY. → WINDSUN 3/27/16.
"C" IS CLAIMED BY WAYNE5.

PROOF SUBMITTED DOES NOT
SUPPORT CLAIMED PRIORITY DATE.

④ PROOF OF AGENCY DOCUMENTS PREDATE TRANSMISSIONS NO. 843 & 844. PROOF IS NEEDED WHICH SUPPORTS THE CLAIMED DATES OF 05/01/1955. NOT DATES IN THE 1940'S.

33-02135 A - Army.
33-02135 B - Wagon.



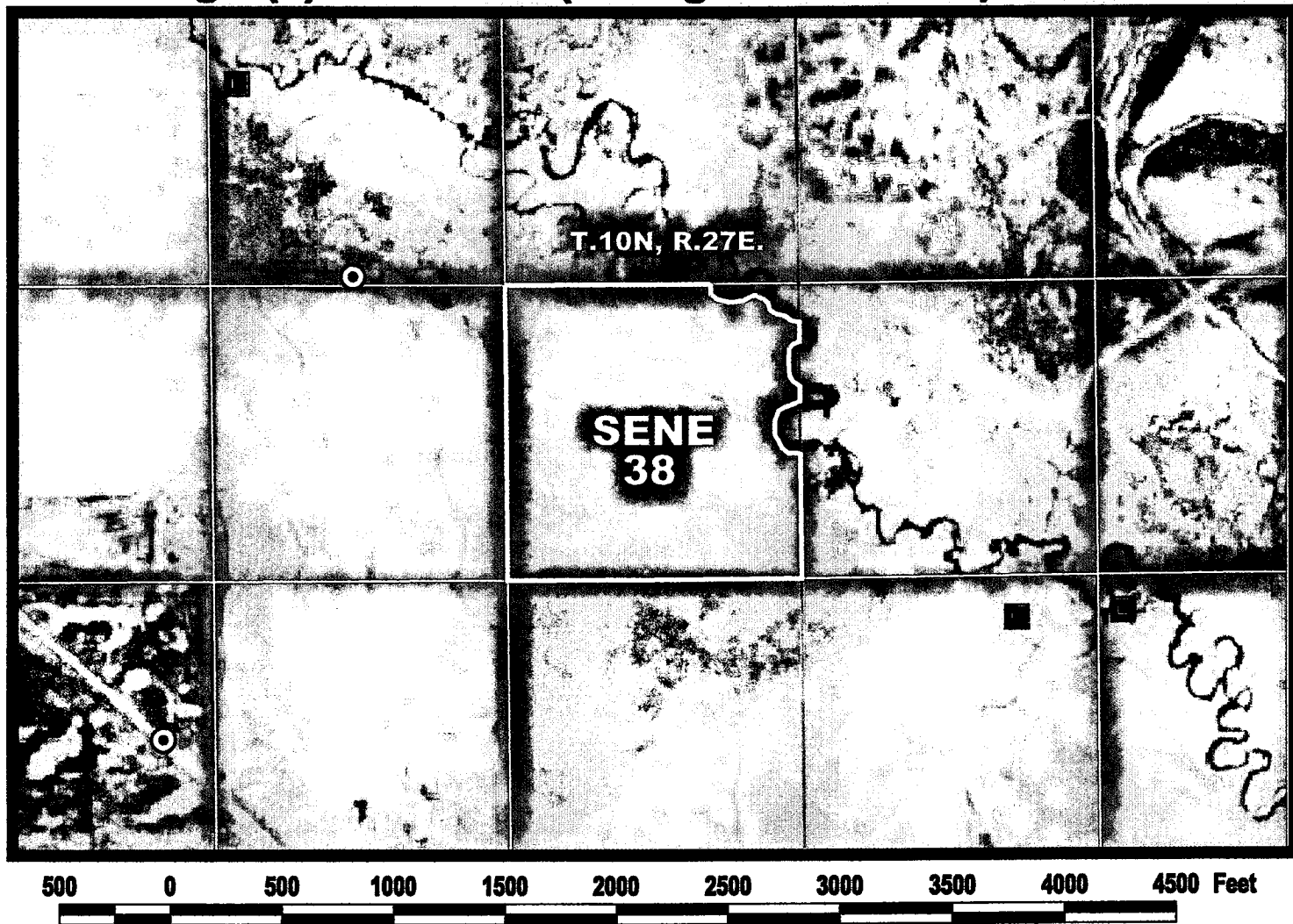
STATE OF IDAHO

Department of Water Resources

Eastern Region

Claimant: Margaret Waymire

Water Right(s): 33-10028 (enlargement claim)



LEGEND



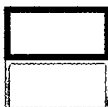
Point of Diversion- GW



Point of Diversion- SW

SESE

Place of Use



Section Line

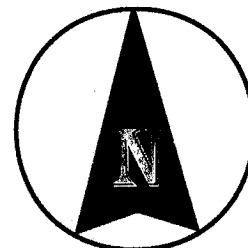


Quarter-section line

Place(s) of Use: T.7N., R.28E.

**Sec. 19 (part of) SENE,
Sec. 29 (parts of) W2E2, S2NW, E2SW**

**Point(s) of Diversion: T.7N., R.28E.
Sec. 17 NNENESE**



**GIS Place of Use Illustration
1987/1988 NAPP photography
Prepared by: A. Ruberry
Date: December 1999**



STATE OF IDAHO

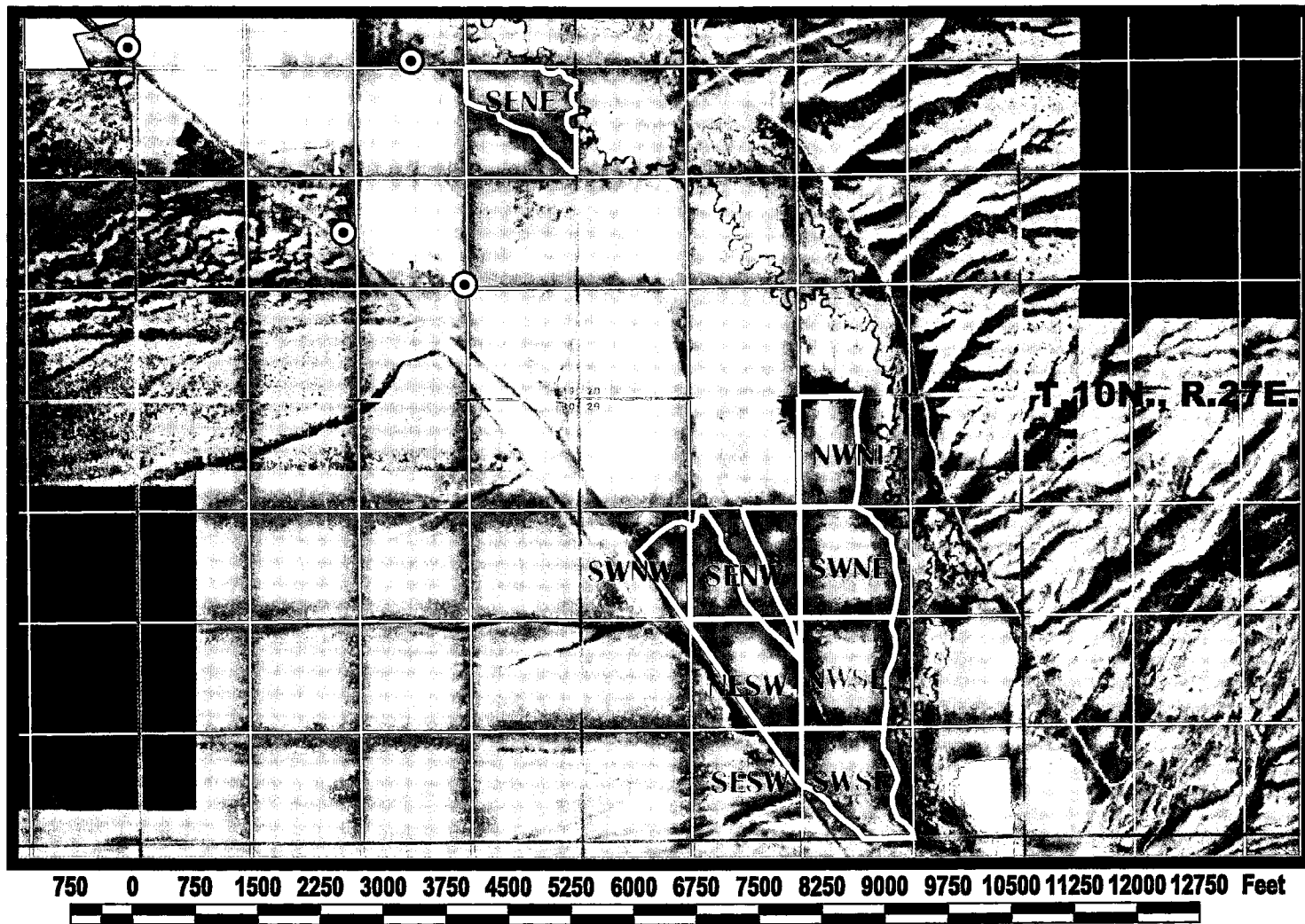
Department of Water Resources

Eastern Region

*REVISED
12/15/99
for Amendment*

Claimant: Maragret Waymire

Water Right(s): 33-10028, 33-02135B, 33-02072C



LEGEND



Point of Diversion- GW



Point of Diversion- SW

SESE

Place of Use

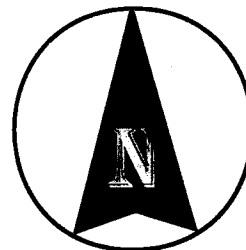


Section Line

Quarter-section line

**Place(s) of Use: T.10N., R.27E.
Sec. 19 (part of) SENE, Sec. 29
(parts of) W2E2, S2NW, E2SW**

**Point(s) of Diversion: T.10N., R.27E.
Sec. 19 SENWNE**



**GIS Place of Use Illustration
1997/1998 NAPP photography
Prepared by A. Ruberry
Date: September 1999**

AJ0749NP
No. R33-10028

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 12/15/99
PAGE: 1

OWNER CODE NAME & ADDRESS
C MARGARET J WAYMIRE
6224 N LITTLE LOST HWY
HOME ID 83244
(208) 767-3486

PRIORITY DATE WATER USE
08/07/1957 IRRIGATION

USE PERIOD FROM TO
04-15 10-31

DIVERSION RATE
0.430 CFS

DIVERSION VOLUME
0.430 CFS

TOTAL DIVERSION:
0.430 CFS

Water Source: GROUNDWATER Tributary to: BUTTE County

Point(s) of Diversion: T10N R27E S19 SENWNE

Place of use Legal Description for: IRRIGATION

NE		NW		SW		SE							
T	R	S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	
10N	27E	19	:	:	38	:	:	:	:	:	:	:	
10N	27E	29	:	21	32	:	10	28	:	26	04	:	
										32	27	:	
										TOTAL ACRES			218.0

SUM : 38.0 : 180.0 : 218.0

POU County: BUTTE

Other Rights: 33-02135B, 33-02072C.

Conditions of Approval:

- C05 - RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
- 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 BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE, SECTION 42-1412(6) IDAHO CODE.

Remarks: QNT

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 2.0 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 763 AF. COMBINED RIGHT NOS.: 33-02135B AND 33-02072C.

POU1

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 218 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 33-02135B, 33-02072C. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 38 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

EXP

RIGHT NOS. 33-02135A, 33-02135B, 33-02072A & 33-02072C ARE ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presump. e

16.17
For 30 #
For 30 #
POD

Comments:

Date: 03/25/1996 User-ID: ARUBERRY Subject: WELL OVERCLAIMED
TOTAL CAPACITY OF THIS WELL IS 4.00 CFS. CLAIMS AGAINST THIS WELL
ARE: A33-02135A&B, A33-02072A, B, & C. THESE ALONE TOTAL 4.40 CFS.
TO ADD 0.50 CFS UNDER THIS CLAIM FURTHER OVERCLAIMS THE WELL.
SEE TOTAL TALLEY BY CLAIM, PG. 6, CVR. MEASUREMENTS REQUIRED.
3/27/96, A33-02072B WAS WITHDRAWN BY ALAN AMY.
***7/11/96, WELL DISCHARGE MEASUREMENTS WERE MADE BY SWOFFER
METER WITH DAVID ANDREASON ATTENDING. OUTPUT WAS 3.28 CFS. DITCH
LOSS WAS MEASURED AT THE OLD CECIL SCOTT HOUSE AS 1.86 CFS, A 43%
LOSS IN APPROX. ONE MILE OF DITCH. WELL DOES NOT PRODUCE WHAT IS
LICENSED.

Date: 03/25/1996 User-ID: ARUBERRY Subject: RECOMMENDATION
ORIGINAL LICENSE DID NOT COVER THIS LAND, HOWEVER CLAIMANT
CONTENDS THAT THIS 25 ACRE PARCEL HAS ALWAYS BEEN WATERED FROM
THIS SYSTEM. RECOMMENDED AS PERMISSIBLE POI WITH 33-02135B AND
33-02072C. PRIORITY EVIDENCE CAN SUPPORT 8/7/57 BY DOCUMENTS AS
SUBMITTED.

Date: 11/22/1999 User-ID: AJU10-EC Subject: AJU10 CONDITION UPDATE
CONDITION CODE(S) C18 ADDED IF NOT ALREADY PART
OF RECORD THRU AJU10.

Date: 11/24/1999 User-ID: BCNTOR Subject: SEASON OF USE
END OF SEASON ADJUSTED FROM 10/15 TO 10/31 TO REFLECT CURRENT
STANDARD. BCNTOR.

Date: 12/15/1999 User-ID: ARUBERRY Subject: AMENDMENT
CLAIM AMENDED 12/15/99 TO ADD 13 ACRES.

Audit: 12/15/99 ARUBERRY

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: **A33-10028**
Date Received: 12/15/1999
Receipt No: E011654
Received By: SPR

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: MARGARET J WAYMIRE 208-767-3486
Address: HOWE ID 83244

2. Date of Priority: MAY 1, 1955

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
10N	27E	19	SE	NW	NE		BUTTE

5. Description of diverting works:
10"X50' WELL WITH 25HP PUMP. OPEN DISCHARGE TO DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	0.760		

7. Total Quantity Appropriated is:
0.760 C.F.S. (and/or) 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 of	Lot	Use	Acres
10N	27E	19	SE	NE		IRR	38.0

Section Acres 38.0

10. Place of Use: Continued

Total Acres 38.0

11. Place of use in counties: BUTTE

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

13. Other Water Rights Used:
33-02135B, 00099, A33-02072B

14. Remarks:
ORIGINAL LICENSE DID NOT COVER THIS LAND, HOWEVER CLAIMANT
CONTENDS THAT THIS 25 ACRE PARCEL HAS ALWAYS BEEN WATERED FROM
THIS SYSTEM.

CLAIM AMENDED TO ADD AN ADDITIONAL 13 ACRES. 12/15/99.
RECEIPT NO. E025512. *ARM*

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: 1

For Individuals:

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

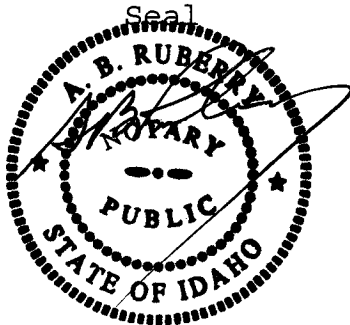
Signature of Claimant(s): *Keith D. Wapner* Date: 12/15/99

Date: _____

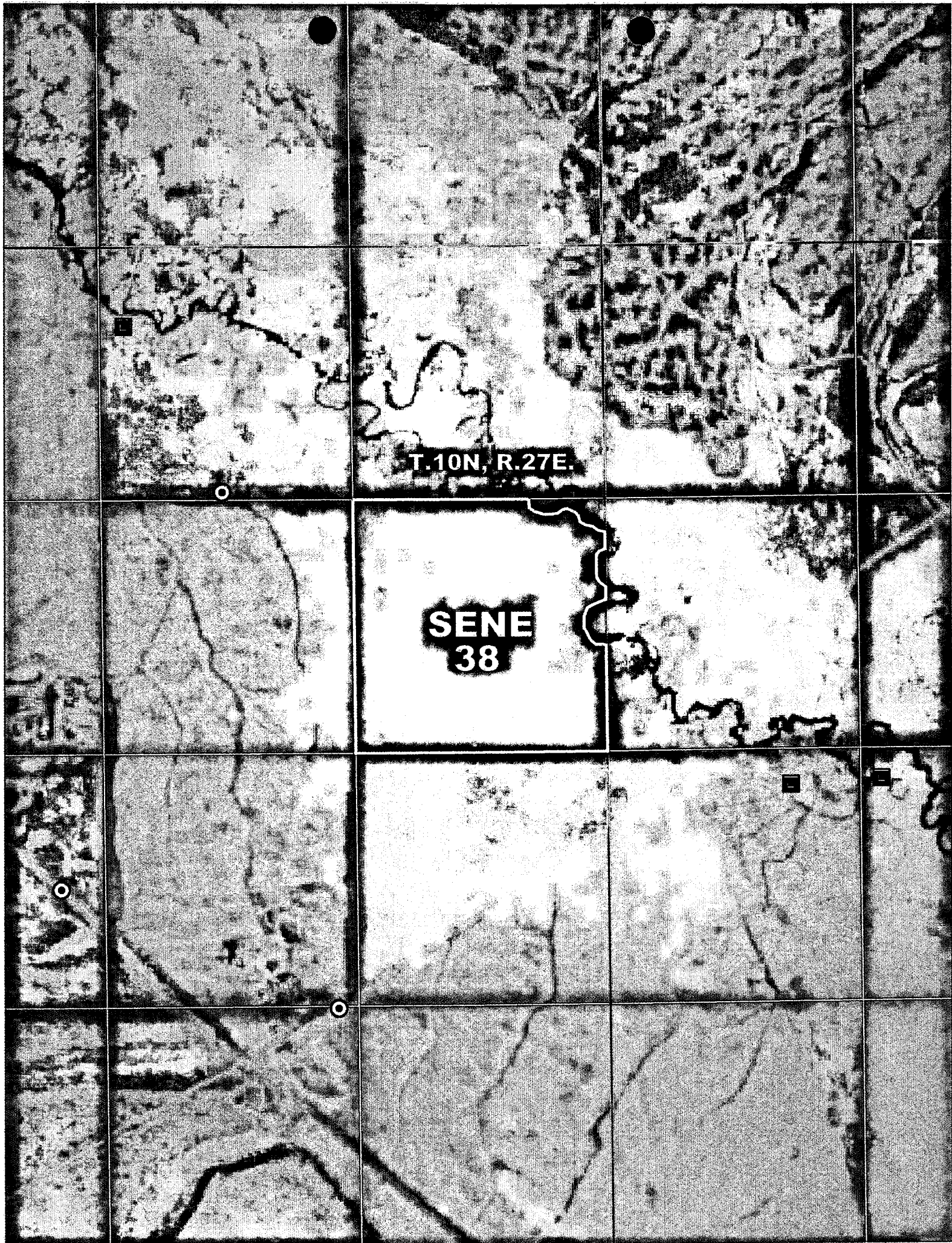
State of Idaho)
County of BONNEVILLE) SS.

Subscribed and sworn (or affirmed) before me this 15th day
of December 19 99

Aaron B. Ruberry
Notary Public



Residing at Idaho Falls Idaho
My Commission Expires 09/23/03



T.10N, R.27E.

SENE
38

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: A33-10028

Date Received: 11/30/1989

Receipt No: E011654 & E025512

Received By: SD Ann 12/5/99

Department of Water Resources
Eastern District Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: MARGARET J. WAYMIRE

208-767-3486

Address:

HOWE, ID

83244

2. Date of Priority: MAY 01, 1955

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
10N	27E	19	SE	NW	NE		BUTTE

5. Description of diverting works:

10"X50' WELL WITH 25HP PUMP. OPEN DISCHARGE TO DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.500		

7. Total Quantity Appropriated is:

0.500 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

62.5 Acre Feet Per Annum.

9. Non-irrigation uses:

NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
10N	27E	19	SE	NE		IRR	25.0

Section Acres 25.0

A33-10028

Page

1

Date: 11/30/89

MICROFILMED
NOV 18 1992

A3310028



10. Place of Use: Continued

Total Acres 25.0

11. Place of use in counties: BUTTE

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

13. Other Water Rights Used:
33-02135B, 00099, A33-02072B

14. Remarks:
ORIGINAL LICENSE DID NOT COVER THIS LAND, HOWEVER CLAIMANT
CONTENDS THAT THIS 25 ACRE PARCEL HAS ALWAYS BEEN WATERED FROM
THIS SYSTEM.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: 1

For Individuals:

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

Signature of Claimant(s):

Margaret J. Kayner

Date:

11/30/89

Date:

State of Idaho

County of Bonneville

SS.

Subscribed and sworn (or affirmed) before me this 30 day

of November 19 89

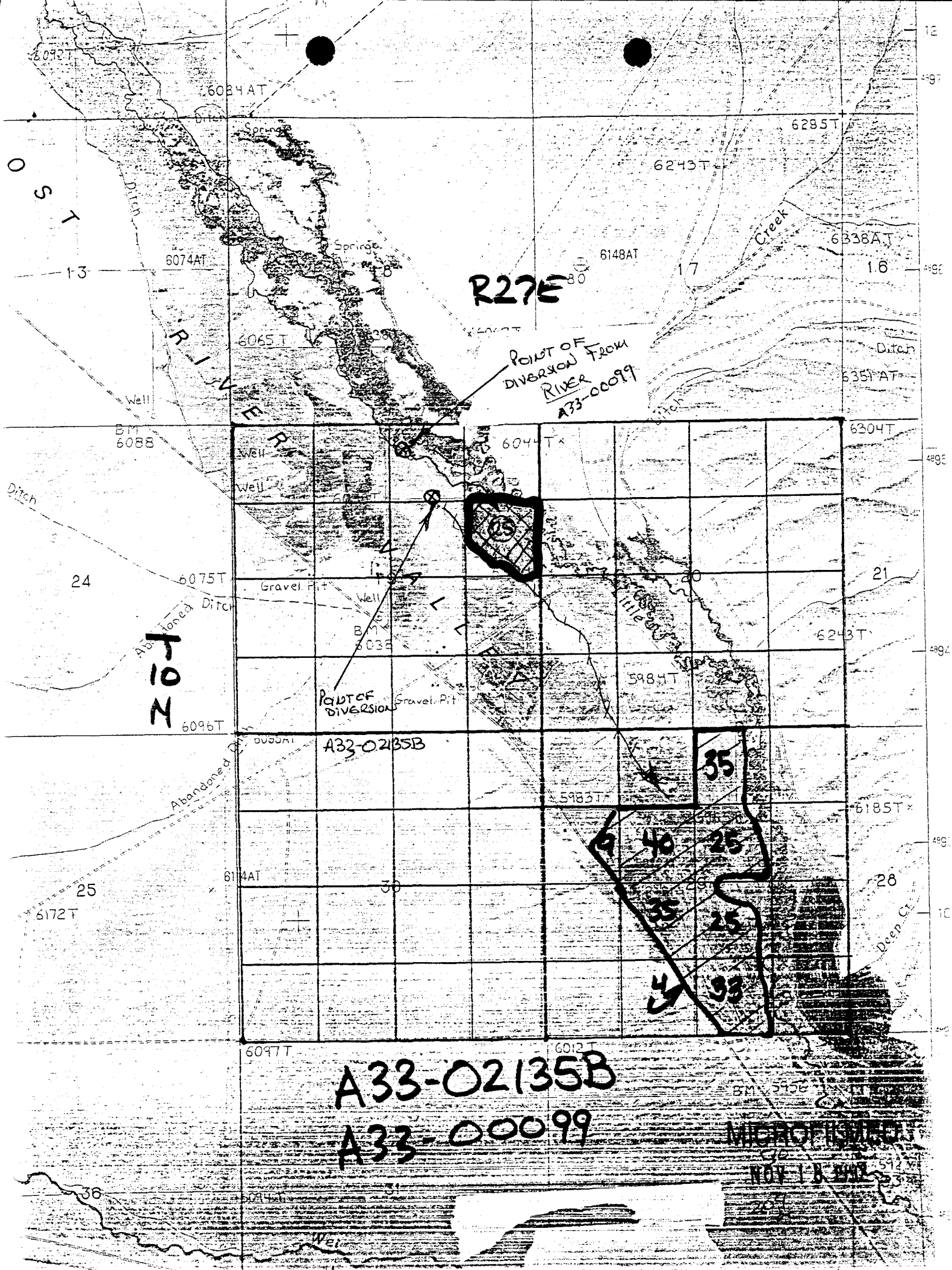
E. A. [Signature]

Notary Public

Seal

Residing at Shabo Falls, ID.

My Commission Expires 22 Dec 1994



A33-02135B
A33-00099

MICROFILMED
NOV 18 1992