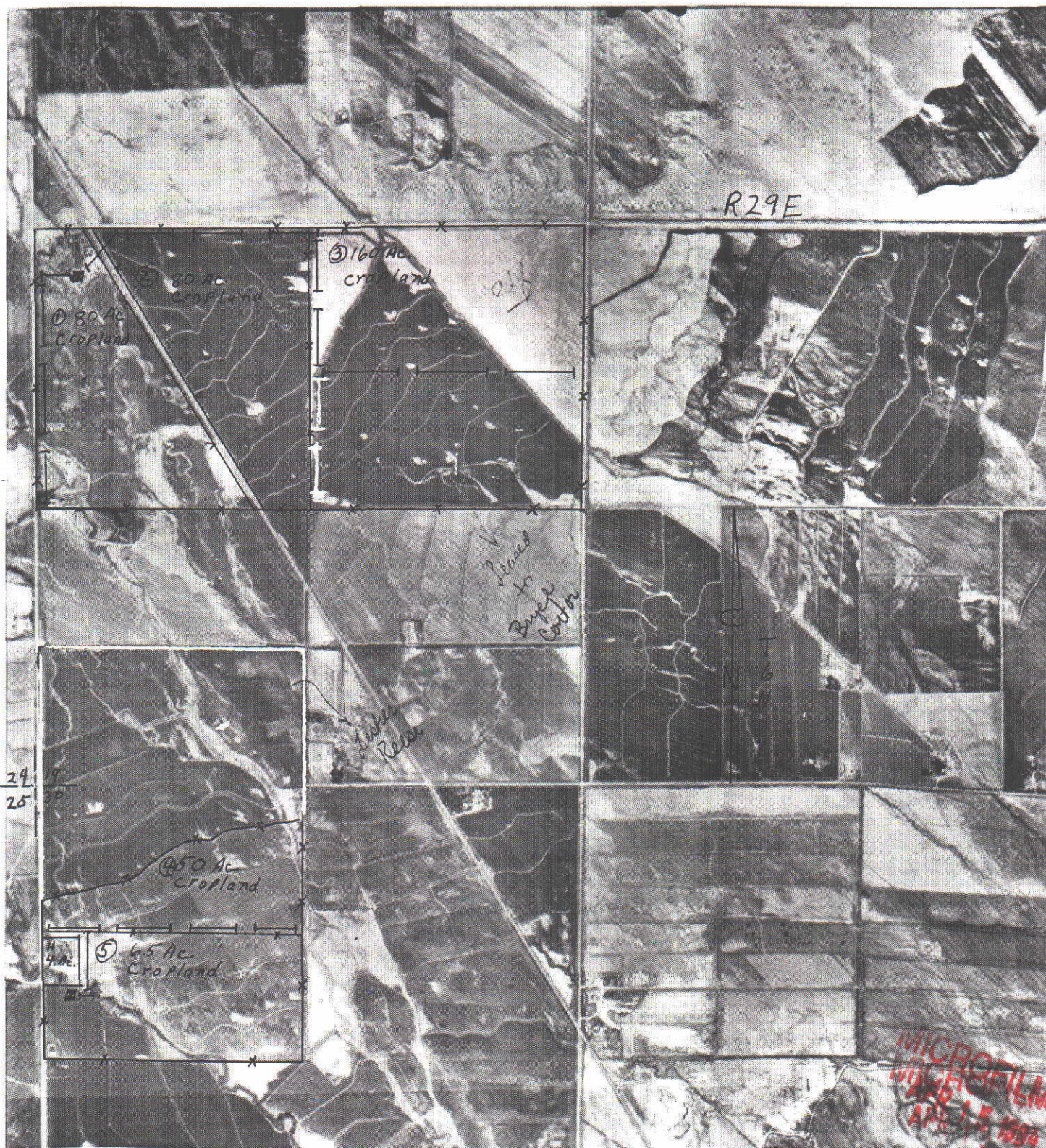


CONSERVATION PLAN MAP

Owner Lamar Thomas Operator Lester Reiss
County Butte State Idaho Date 12-79
Approximate acres 560 Approximate scale 4" = 1 m. 12
Cooperating with Butte Soil & Water Conservation District
Plan identification _____ Photo number CVP-555-110
Assisted by _____ USDA Soil Conservation Service



A 33-10033

1981

13 18

19

D-13
LAMM 14.145
18.3

Barley

B
24.4

Hay

A
66.1

D-14
R. HORNIS
21.1-B

D-15
93.5

24 19

25 20

3

Barley

E1
16.3

Hay

E2
26.8

Barley

Hay

D1
15.7

D2
42.3

D3

40.6

D
98.6

C
44.8

MICROFILMED
APR 15 1994

A33-10033

← LOCATE ROAD.
FIELD BOUNDARY
① DELIVERY system sketch

Lot 2

NO ADJ. CLAIM
RECORDED 33-07190

631 NH 1/2 NW
T. 34 S. R. 29 E.
HANSEN

629 NH 1/2 NW
T. 38 S. R. 29 E.
PA

CLAIM NO(S) - A33-02059, A33-10033
DATE: 3 April T 6N R 29E
SOURCE OF DOC: ASCS

SIGNATURE: *MB Ruben*

FIELD Boundary:
Don't use up to.
① System Sketch -

← WHAT ARE THESE
PLACES
① Outline

T. 6 N.
R. 29 E.

39.7

④ NH&L NW 33.8

③ NH&L NW 152.1

⑧ NH&L NW 385

⑨ NH&L NW 285

348 T. 461 S. G. OWENS

M. A. LEE

⑥ NH&L NW 80.4

18

396

②

②

②

②

②

②

②

19

18

②

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②

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19

18

②

②

②

②

②

②

②

① 42.7

② 103.0

⑤ 27.3

⑥ 67.2

⑥ 31 NH&L NW 73.3 HANSEN

⑥ 29 NH&L NW T. 385 S. PANCHER, INC.

Pivot Irrigated 1998

Water

O. Tommirell

33-02059

33-10033

① 186.0

① 127.4

30

①

①

①

①

①

①

①

T



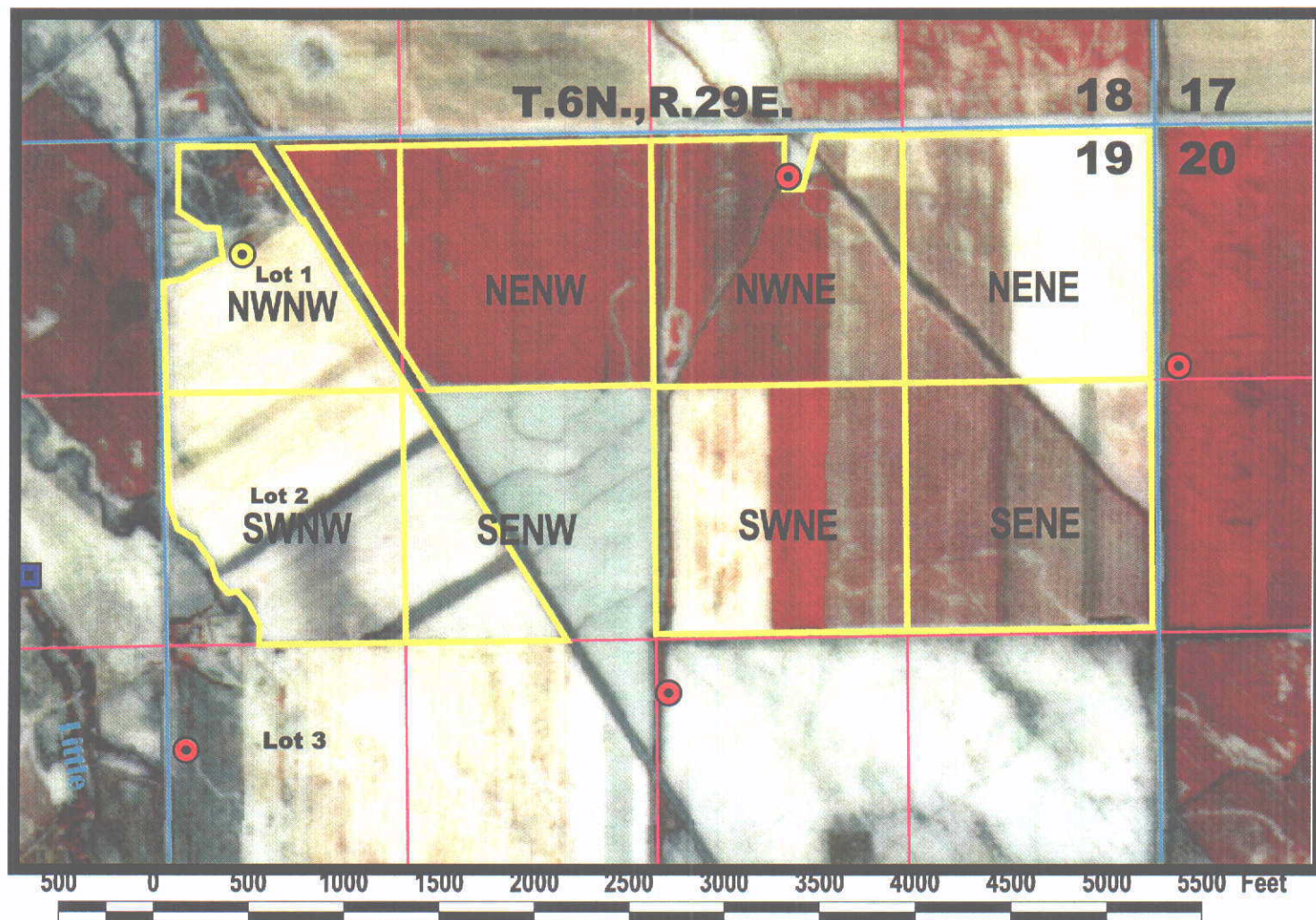
STATE OF IDAHO

Department of Water Resources

Eastern Region

Claimant: Owen Romrell

Water Right(s): 33- 02059, 33-10033



LEGEND



Point of Diversion- GW



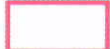
Point of Diversion- SW

SESE

Place of Use



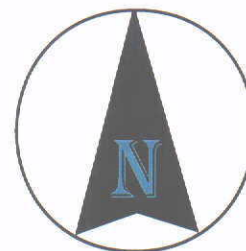
Section Line



Quarter-section line

Place(s) of Use: T.6N., R.29E.
Sec. 19 (parts of) N2

Point(s) of Diversion:
T.6N., R.29E., Sec. 19
NWNWNW (Lot 1)



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



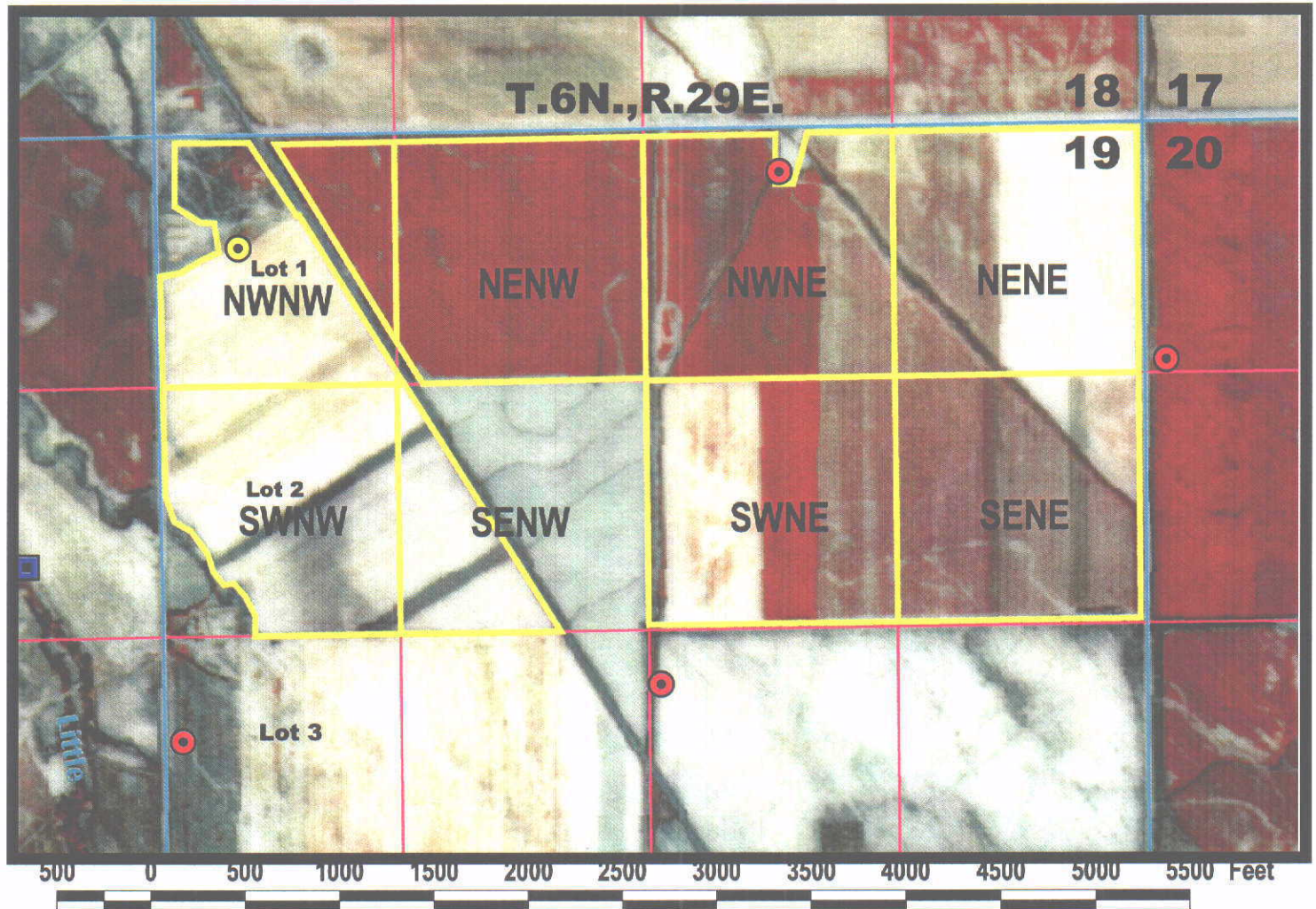
STATE OF IDAHO

Department of Water Resources

Eastern Region

Claimant: Owen Romrell

Water Right(s): 33- 02059, 33-10033



LEGEND



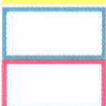
Point of Diversion- GW



Point of Diversion- SW

SESE

Place of Use



Section Line



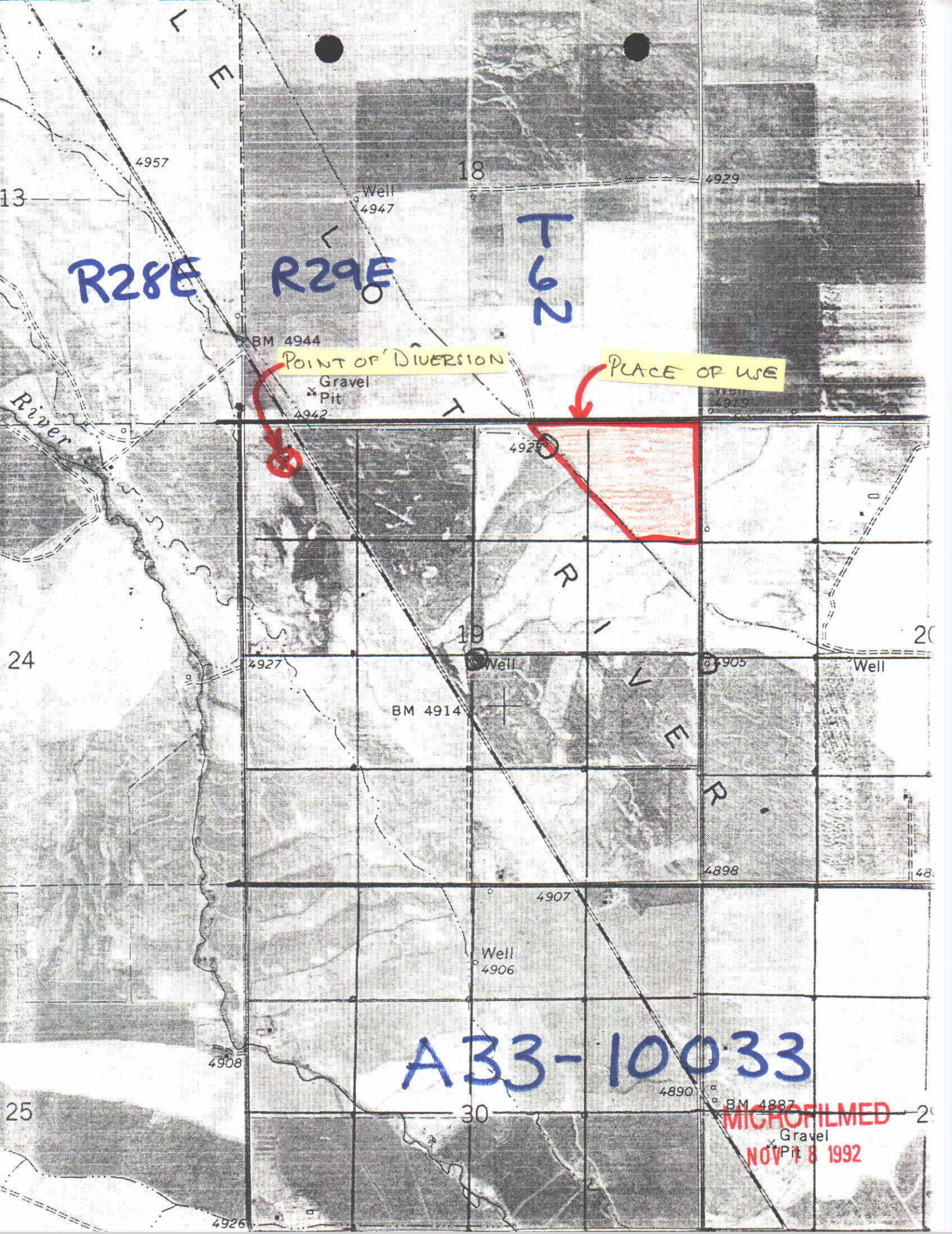
Quarter-section line

Place(s) of Use: T.6N., R.29E.
Sec. 19 (parts of) N2

Point(s) of Diversion:
T.6N., R.29E., Sec. 19
NWNWNW (Lot 1)



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



R28E

R29E

T6N

POINT OF DIVERSION

PLACE OF USE

A33-10033

MICROFILMED
NOV 18 1992

To: A33-10988, A33-10033
Fr: Bryce A. Contor
Date: 1/19/2000



Re: Licensing Review

Kay Walker has contacted me with Allocation's decision to deal with the overlap problem by allowing Romrell to file a transfer combining all the rights into a permissible place of use. I have reviewed the proposed transfer application and it appears to be compatible with the adjudication claims.

Kay's letter to Romrell indicates that the transfer will effectively supercede enlargement claim A33-10033, with a superior priority, and then inadvertently suggests that Romrell withdraw claim A33-10988.

A33-10988 is not an enlargement claim and should not be withdrawn. Once the transfer is approved, Romrell could withdraw claim A33-10033 without harming himself. It would probably be unwise to withdraw it any sooner.

A33-10033
OWEN A ROMRELL
HC 65 BOX 58
HOWE ID 83244

R



A3310033

Sec. 19

☐ This is a waiver claim based on
A33-02059. Need direction on these.

☐ WHAT HAPPENED TO THE DECREEED RIGHTS

☐ P.D.D. Photo AND DATA

☐ ~~MEASUREMENTS~~ *Redd in 02059 A601*

See A33-02059 FOR MAPS & Docs.

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: 33-10033

OWEN A ROMRELL
HC 65 BOX 58
HOWE ID 83244

Daytime Telephone Number:
Evening Telephone Number:

See notice of error 2059

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

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

DATE: 11-30-99 SIGNATURE: Owen A. Romrell
Please print your name: Owen A Romrell

See NOE 33-02059

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

see NOE 33-02059 filed 12/1/99

To: Claims A33-02059
A33-10033 ✓
A33-10988

Fr: Bryce A. Contor *Bryce*

Date: 12/3/1999

Re: Overlap

Overlap analysis of post-AJ licenses 33-07189 and 33-07190 was done on a pre-accomplished-transfer basis.

Recommendations for above claims was done on a post-accomplished-transfer.

Result is an unintended overlap on part of the POU of the licenses and recommendations, and an unintended gap on part of the POU.

We cannot correct this by adjusting AJ recommendations because the "gap" portion is located in a field that as of 1987 had not been irrigated from this source for 10 years.

Letter from the claimant to Glen Saxton and Shelley Keen in file A33-10988 details history and proposed solution.

28 May 1999

Mr Owen Romrell
HC 65 Box 58
Howe ID 83244

Memo 5/28/99

Re: Enlargement claim 33-10033, proposed amendment

Dear Owen:

I have again undertaken the review of the irrigation claims in the Howe area. As I began review of your claims in Section 19, T.6N., R.29E. (N2) it became apparent that even with the enlargement claim the claimed acreage was not adequate to cover all the farmed acres. On this basis, I have taken the liberty of amending your claim to include an additional 3 acres. You will note on the GIS layout enclosed that the acreage totals 268 acres. 33-02059 and 33-10033 together total 265 acres. This is the only option unless you wish to discontinue farming 3 acres somewhere within the place of use shown on the GIS layout.

Please review the amended claim and the layout carefully. If you agree with the claim and GIS layout, as represented, please sign the amended claim form before a Notary Public and return it to me as soon as possible. You may keep the GIS overlay if you would like.

Thank you in advance for your timely response to this request. Should you have questions regarding this or other water right related matters please contact this office.

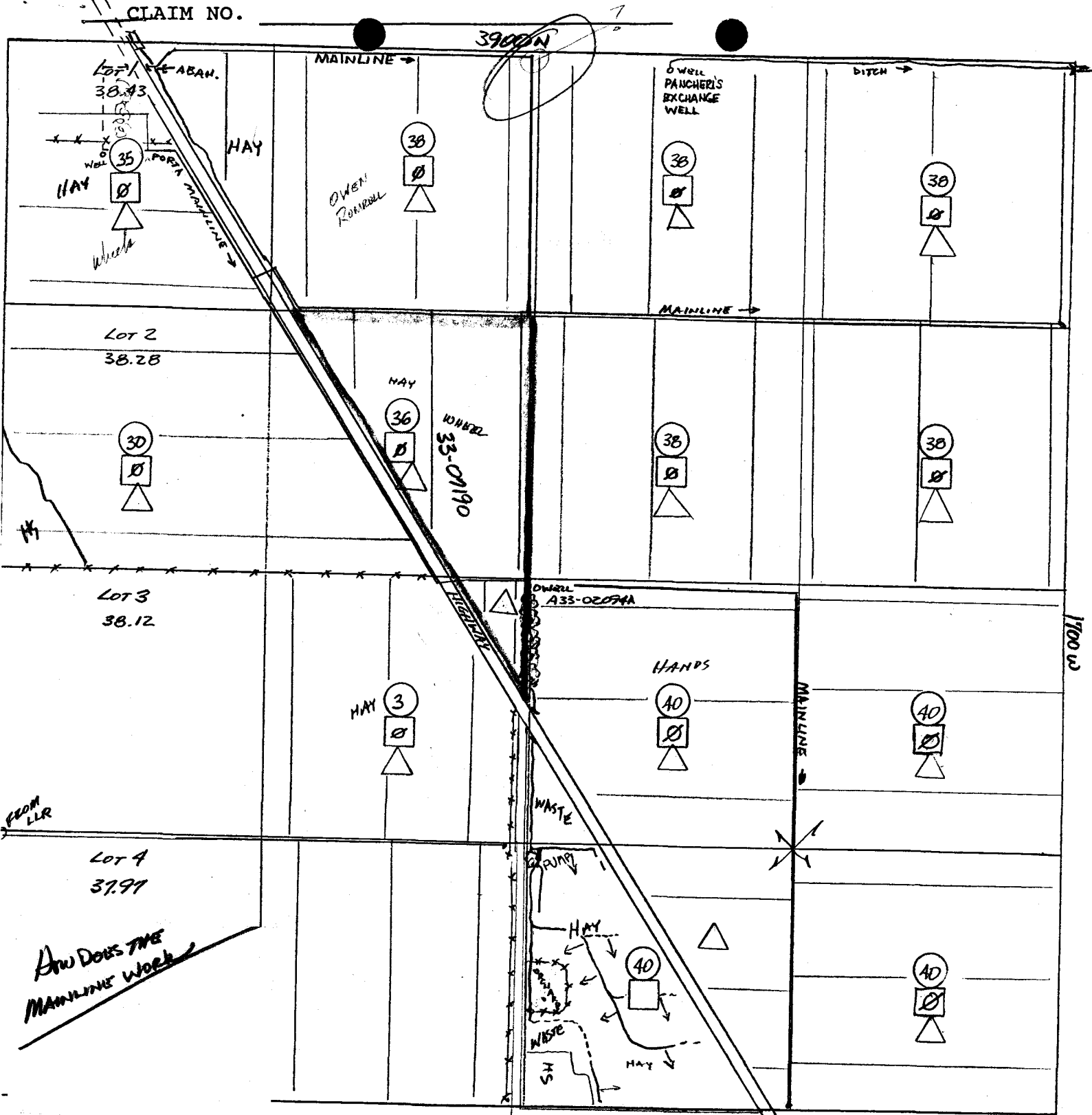
Respectfully submitted,

Allen B. Ruberry
Sr. Water Resource Agent
Adjudication Bureau

cc: file

enclosures: amended claim form, 33-10033
GIS layout Section 19

CLAIM NO.



SCALE: 8" = 1 MILE

GOVT CORRECTION SECTION

TO HOWE

T. 6N R. 29E SEC. 19

DATE 6/21/94 AGENT SWK
ABN

DDREF: W-84

NAPP REF: W84 NE

APRIL 1, 1993

OWEN A ROMRELL
HC 65 BOX 58
HOWE ID 83244

RE: CHANGE IN OWNERSHIP FOR A33-02059 AND A33-10033

Dear Mr. Romrell:

The request for Change in Ownership concerning your Notices of Claim in the above reference has been processed and the Notices modified to reflect you as the new owner.

Enclosed are typed Notices with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep these Notices for your records.

Respectfully submitted,

Dave Carlson
Water Right Agent, Adjudications

DC:jt

Enclosure: Notices of Claim

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APR 15 1994



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: 3-29-1993

LEGAL DESCRIPTION OF PROPERTY: Township 6N Range 29E
Section 19, 1/4 of NE 1/4 of SE 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____.
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s)
Assigned by IDWR: A33-02059; A33-02059 A33-10633
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): BRUCE A. ORVALENER. CONTOR
HC 65 Box 1058
Howe, ID. 83244
- ☐ New Owner/Claimant (Purchaser): OWEN A. ROMRELL
- ☐ New Mailing Address: HC 65 Box 58
Howe, ID. 83244
- ☐ New Telephone Number: (208) 767 - 3478
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes X no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: WARRANTY DEED

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☐ Signature of New Owner/Claimant(s) Owen A. Romrell Date 3-29-93

Date _____
- ☐ Signature of Former Owner/Claimant(s): _____ Date _____

Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 6/31/93 By: ESW

Further Action Needed:

NONE
Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

NONE

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

MICROFILMED
APR 15 1994

☐ IDAHO FALLS
☒ TWIN FALLS
☐ TURFCO
☐ _____

MAIN OFFICE:
1295 So. UTAH AVE.
P. O. BOX 1181
IDAHO FALLS, ID. 83401

Phone 734-3130

South Eastland Drive - Twins Falls, Idaho 83301 - P. O. Box 311

IRRIGATION PUMPS AND SPRINKLERS

NAME	DATE	CUSTOMER ORDER NO.	SOLD BY
Mr. Thomas.	6-30-	1977	
	CHARGE		

ADDRESS	CASH	WORK ORDER NO.
Alond T #16	✓	#670

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	1500' 5" x 4" Wheel Line Complete.		4514. ⁰⁰ / _—
1	1300' 5" x 4" wheel Line Complete.		3800. ⁰⁰ / _—
1	125 H.P. Split Case Cent Pump 4 Motor.		6000. ⁰⁰ / _—
1	125 H.P. Pump General assembly & installed		
1	8x6 Reducor		25 ⁰⁰ / _—
2	6" Surge Plug.		85 ⁰⁰ / _—
#	B		
	Title and risk of loss to goods sold hereunder pass to purchaser at Seller's (or Common Carrier's) place of business immediately upon identification of the goods to the contract and prior to delivery to, or installation at, purchaser's premises. The purchaser further confirms that the goods will be used by him directly and primarily in the process of producing tangible personal property by mining, manufacturing, processing, or for farming.		
	Signature of Purchaser _____	TAX	
TERMS: NET 30 DAYS. All accounts are due on the 10th of the month following date of purchase. Our FINANCE CHARGE on past due accounts is 1½ % per month, which is 18% ANNUAL PERCENTAGE RATE. Without grace for value received, I promise to pay to the order of Seller the above mentioned amounts, payable as hereinabove set forth. I agree that Seller shall have a Security Interest in the merchandise hereinabove set forth until this note is fully paid, and if the same be placed with an attorney for collection or suit, I agree to pay a		TOTAL	14,424. ⁰⁰ / _—

Title and risk of loss to goods sold hereunder pass to purchaser at Seller's (or Common Carrier's) place of business immediately upon identification of the goods to the contract and prior to delivery to, or installation at, purchaser's premises. The purchaser further confirms that the goods will be used by him directly and primarily in the process of producing tangible personal property by mining, manufacturing, processing, or for farming.

Signature of Purchaser—

TERMS: NET 30 DAYS. All accounts are due on the 10th of the month following date of purchase. Our **FINANCE CHARGE** on past due accounts is 1 1/2% per month, which is 18% **ANNUAL PERCENTAGE RATE.** Without grace for value received, I promise to pay to the order of Seller the above mentioned amounts payable as hereinabove set forth. I agree that Seller shall have a Security Interest in the merchandise hereinabove set forth until this note is in full and paid, and if the same be placed with an attorney for collection or suit, I agree to pay a reasonable attorney's fee. Upon failure on the part of the purchaser to make payments, as herein specified, the Seller may repossess said property wherever found. Property shall not be moved from premises without consent of Seller.

T 2849

RECEIVED BY X

INVOICE

MICROFILMED
APR 15 1994

MAIN OFFICE:
1295 SO. UTAH AVE.
P. O. Box 1181
IDAHO FALLS, ID. 83401

Phone 734-3130

South Eastland Drive - Twins Falls, Idaho 83301 - P.O. Box 311

IRRIGATION PUMPS AND SPRINKLERS

STEEL, ALUMINUM AND PLASTIC PIPE

NAME LaMar Thomas

DATE	07-1-1977	SOLD BY
CUSTOMER ORDER NO.		

ADDRESS

Thank You

CHARGE  **CASH**

WORK ORDER NO.

[illegible]

title and risk of loss to goods sold hereunder pass to purchaser at Seller's (or Common Carrier's) place of business immediately upon identification of the goods to the contract and prior to delivery to, or installation at, purchaser's premises. The purchaser further confirms that the goods will be used by him directly and primarily in the process of producing tangible personal property by mining, manufacturing, processing, or farming.

Signature of Purchaser_____

TERMS: NET 30 DAYS. All accounts are due on the 10th of the month following date of purchase. Our **FINANCE CHARGE** on past due accounts is 1½% per month, which is 18% **ANNUAL PERCENTAGE RATE.** Without grace for value received, I promise to pay to the order of Seller the above mentioned amounts payable as hereinabove set forth. I agree that Seller shall have a Security Interest in the merchandise hereinabove set forth until this note is fully paid, and if the same be placed with an attorney for collection or suit, I agree to pay a reasonable attorney's fee. Upon failure on the part of the purchaser to make payments, as herein specified, the Seller may repossess said property wherever found. Property shall not be moved from premises without consent of Seller.

T 2853

RECEIVED BY X

La Mar 8

INVOICE

A33-10035

MAINT OFFICE:
1295 SO. UTAH AVE.
P. O. BOX 1181
IDAHO FALLS, ID. 83401

MEL BROWN COMPANY

Phone 734-3130
South Eastland Drive - Twins Falls, Idaho 83301 - P. O. Box 311
IRRIGATION PUMPS AND SPRINKLERS STEEL, ALUMINUM AND PLASTIC PIPE

NAME Lamar Thomas DATE 6-30-1977
ADDRESS Howe Idaho CUSTOMER ORDER NO. 962
CHARGE ☒ CASH WORK ORDER NO. 670

QUANTITY	DESCRIPTION	PRICE	AMOUNT
2448'	10" 12ga COAL TAR ENAMEL PIPE STEEL		7883 00
1530'	8" 13ga COAL TAR ENAMEL PIPE STEEL		3982 00
640'	6" 12ga COAL TAR ENAMEL PIPE STEEL		1408 00
52	40' 12ga COAL TAR ENAMEL PIPE STEEL		180 00
3	10" EXPANDER JOINTS		90 00
2	8" EXPANDER JOINTS		50 00
1	6" EXPANDER JOINTS		20 00
4648'	Whaling Trenching & B.F.		2417 00
3	3" X 12Eb' McDowell Hard Lines		3450 00
1	Big gun ATTACHMENT		300 00
2000'	10" 12ga COAL TAR ENAMEL PIPE STEEL	3 70	7400 00
1650'	8" 12ga COAL TAR ENAMEL PIPE STEEL	2 66	4389 00
1300'	6" 12ga COAL TAR ENAMEL PIPE STEEL	1 90	2470 00
3	1280' 5" X 4" Welded Metal Pipe Complete		11250 00
TOTAL			44589 00

Title and risk of loss to goods sold hereunder pass to purchaser at Seller's (or Common Carrier's) place of business immediately upon identification of the goods to the contract and prior to delivery to, or installation at, purchaser's premises. The purchaser further certifies that the goods will be used by him directly and primarily in the business of manufacturing, processing, or for farming.

Signature of Purchaser

TERMS: NET 30 DAYS. All accounts are due on the 10th of the month following date of purchase. Our FINANCE CHARGE on past due accounts is 1 1/2% per month, which is 18% ANNUAL PERCENTAGE RATE. Without grace for value received, I promise to pay to the order of Seller the above mentioned amounts, payable as hereinabove set forth. I agree that Seller shall have a Security Interest in the merchandise hereinabove set forth until this note is fully paid, and if the same be placed with an attorney for collection or suit, I agree to pay a reasonable attorney's fee. Upon failure on the part of the purchaser to make payments, as herein specified, the Seller may repossess said property wherever found. Property shall not be moved from premises without consent of Seller.

T 2848 RECEIVED BY X Lamar Thomas INVOICE

APR 15 1994

CONSERVATION PLAN MAP

Owner Lamar Thomas Operator Lester Reiss
County Butte State Idaho Date 12-79
Approximate acres 560 Approximate scale 4" = 1 mile
Cooperating with Butte Soil & Water Conservation District
Plan identification _____ Photo number CVP-555-110
Assisted by _____ USDA Soil Conservation Service



1981

19 D-13
LAMM T. H. 1981

Barley

Barley

E₁
16.3

Hay

E₂
26.8

Hay

Barley

Hay

Barley

Will

A
66.1

C
44.8

D
98.6

D₂
42.3

D₃
40.6

D-14
R. H. H. 1981

19

19

MICROFILMED
APR 15 1994

A33-10033

USDA-FmHA
Form FmHA 427-1 ID
(Rev. 12-12-77)

Position 5

CORRECTED

REAL ESTATE MORTGAGE FOR IDAHO

6824

JUN 20 1978

3:02 P.M.
BUTTE COUNTY RECORDER

THIS MORTGAGE is made and entered into by H. LA MAR THOMAS AND DORA ALEAIN THOMAS,

Husband and Wife

residing in Butte County, Idaho, whose post office address is

Howe

Idaho, 83244

herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April 28, 1977	\$56,000.00	5%	April 28, 2017

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Idaho,

County(ies) of BUTTE

Township 6 North, Range 29 East Boise Meridian, Butte County, Idaho:

Section 30: South Half of Lot 1 (NW $\frac{1}{4}$ NW $\frac{1}{4}$), EXCEPT a parcel more particularly described as follows:

Beginning at a point on the East line of a County Road of right-of-way 964 feet North from the Southwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section 30, and running thence Southeasterly along a private lane 186 feet; thence North 235 feet; thence West 186 feet; thence South 200 feet to the point of beginning.

S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$

Section 19: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; Lot 1 (NW $\frac{1}{4}$ NW $\frac{1}{4}$); A fraction of Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$), being all of Lot 2 EXCEPT a parcel more particularly described as follows: Beginning at the Southwest corner of said Lot 2; thence North 555 feet; thence Southeasterly 519 feet, more or less, to a point on the South line of Lot 2, which point is 489 feet East of the point of beginning; thence West 489 feet to the point of beginning;

A fraction of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ more particularly described as follows: Beginning at the center of Section 19; thence West 402 feet, more or less, to State Highway 88, thence South

FmHA 427-1 ID 12-12-77

A33-10033

422
SUBJECT
H.L.
W.D.2
easterly along the right-of-way 699 feet; more or less, to the North and South centerline of Section 19; thence North 570 feet, more or less, to the point of beginning being that portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ lying North and East of Highway 88. Together with all water and water rights, ditches and ditch rights used thereon or appurtenant thereto. ALSO 160 shares of Capital Stock in Blaine County Canal Company; all of the water of that certain well situated on the above-described premises; Decreed rights out of Little Lost River in amount and with priority dated as follows: 17 $\frac{1}{2}$ inches, 1879; 27 $\frac{1}{2}$ inches, 1885; 14 inches, 1891; and 27 $\frac{1}{2}$ inches, 1900; Decreed rights out of Sawmill Creek for 25 inches, with priority date of 1891; Together with all subterranean waters from that certain well under license and certificate of water rights of the State of Idaho, number G-22774, dated October 23, 1957.

TOGETHER with all right, title and interest in and to those certain irrigation equipment, including certain motors and pumps more particularly described as follows: 1 Fairbanks Morse 1951 pump; ~~1 Fairbanks International Harvester Motor, 1951, 75 h.p., electric. Ser. #PS3025;~~ 1 General Electric motor, Model 5K6276XC3B, 100 h.p.; Panel, Well Guard Control; and Lincoln Booster Pump, A.C. Motor Lineguard, drip proof, 125 h.p., Ser. #1689329

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and at its request, to deliver such policies to the Government.

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(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make the dwelling unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and its future regulations not inconsistent with the express provisions hereof.

A33-10033

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(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Boise, Idaho 83702, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) **WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS A NONJUDICIAL FORECLOSURE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND, THE BORROWER HEREBY WAIVES ANY RIGHTS HE MAY HAVE TO ANY SUCH HEARING. NEVERTHELESS THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.**

(24) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government his agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(25) Borrower has assigned or waived or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 1st day of

June, 19 78.

H. Lellian Thomas

Dora Alecia Thomas

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF BUTTE

ss:

On this 1st day of June, in the year of 1978, before me, the undersigned,

a Notary Public in and for said State, personally appeared H. Lellian Thomas and Dora Alecia Thomas

known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged

to me that they executed the same as their free act and deed for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.

(NOTARIAL SEAL)

Naudean Harding

Notary Public, residing at Blackfoot, Idaho

bond

My commission expires: Lifetime

MICROFILMED
APR 15 1994

● A33-10033

← LOCATE ROAD.
FIELD BOUNDARY
⑥ DELIVERY system sketch

Lot 2

NO ADJ. CLAIM
REDSSEE 33-01190

27.3

②
103.0

631 NH2L NW
T.343
HANSEN

629 NH2L NW
T.385
PA

CLAIM NUMBER: A33-02059, A33-10033
DATE: 3 April 6N 29E
SOURCE OF INFO: ASCS

SIGNATURE: M. B. Rubiny

Field Boundary:
Dennis was ok.

⑥ System Sketch -

← WHAT ARE THESE
PLACES
⑥ Outline

①
186.0

T. 6 N.
R. 29E.

26SAC1

33-02059, 33-10033.

1. WHAT HAPPENED TO BCC RIGHTS?

(100 shares)

WHEN?

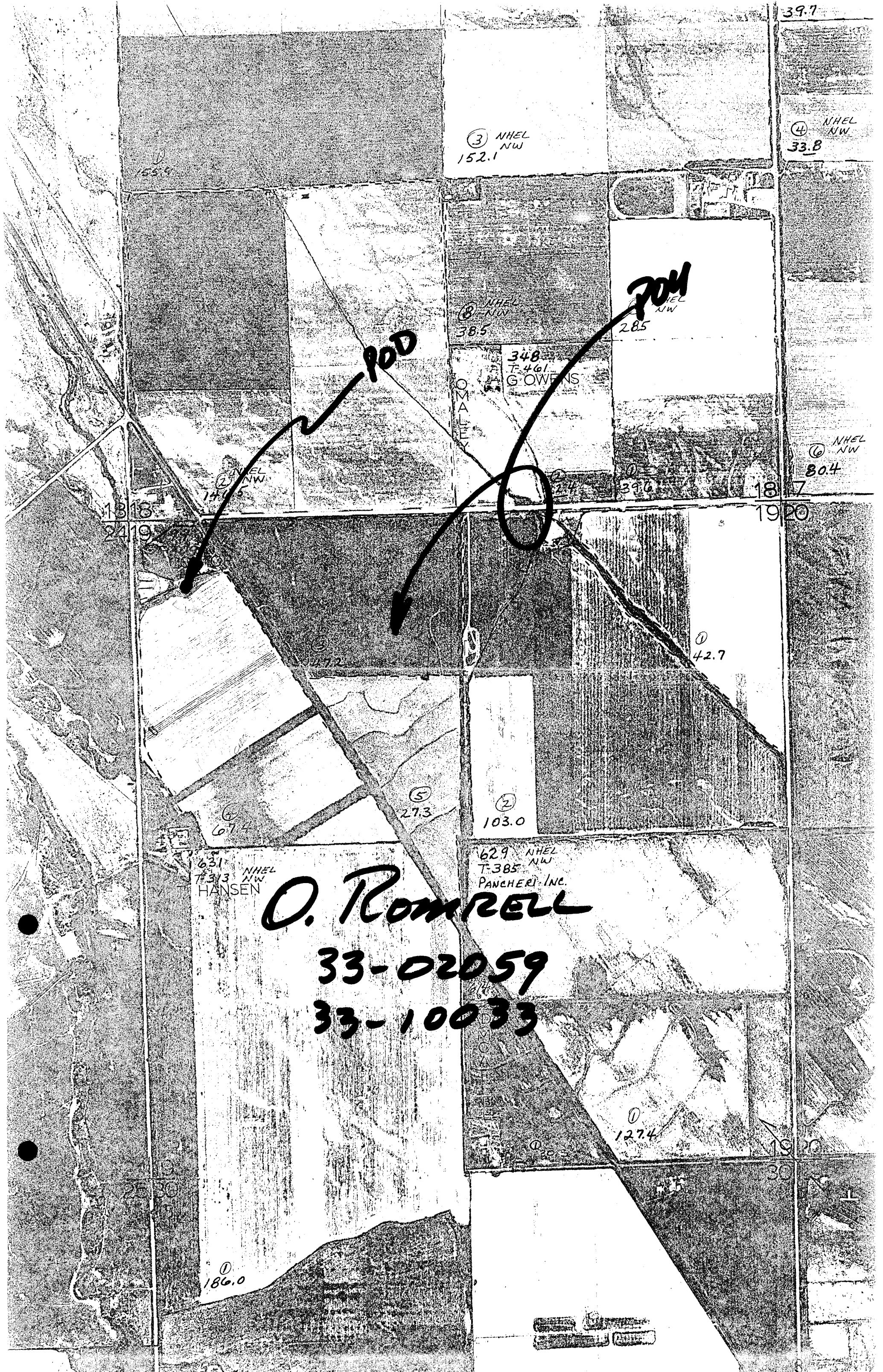
2. WHAT HAPPENED TO DERIVED RIGHTS?

33-	17 1/2"	1879	LLR
33-	27 1/2"	1885	LLR
33-	14"	1891	LLR
33-	27 1/2"	1900	LLR
33-	25"	1891	SMCK

WHEN?

TRANSFERRED?

TO WHOM?



③ NH
NW
152.1

④ NH
NW
33.8

⑧ NH
NW
38.5

⑦ NH
NW
28.5

348
T. 461
G. OWENS

O. MALEY

② NH
NW
147.5

1318
2419

⑥ NH
NW
80.4

1817
1920

①
42.7

⑤
27.3

②
103.0

631
T. 313 NH
HANSEN

629 NH
T. 385 NW
PANCHERI INC.

O. Romrell

33-02059

33-10033

①
127.4

①
186.0

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF ENGINEER

Permit No. G-22774

This proof is for Completion of Works & Beneficial Use In Water District No. _____

1. Name of applicant Wendell Hansen

2. Source of water supply: Subterranean flow from a drilled well

3. Location of point of diversion: Is in the _____ NW 1/4 of Section _____ 19

T. 6 N R. 29 E. B.M. County of Batter

4. Describe works as they exist, giving dimensions and capacities of same: Drilled Well 155' x 14"
Pump: Fairbanks Morse "R.R. 1357-10" Disc. Col 12" x 10" 2 Stage - 14" bore - Static water level 95'
Drawdown 20' - Motor: Fairbanks Morse "Ukappa" - 7 1/2"
Motor GE# 22,511,104 - Demand 0.67560
Housing - None

5. Water is used for: Irrigation

6. State whether or not water has been turned into works of diversion: Yes

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

225 acres in the N 1/2 of Sec. 19., Twp. 6 N., Rge. 29 E., B.M.

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach?

Remarks:

Permitted for 3.2 cfs => As Licensed.

DO NOT FILM

This examination was made on the

17th day of Aug.

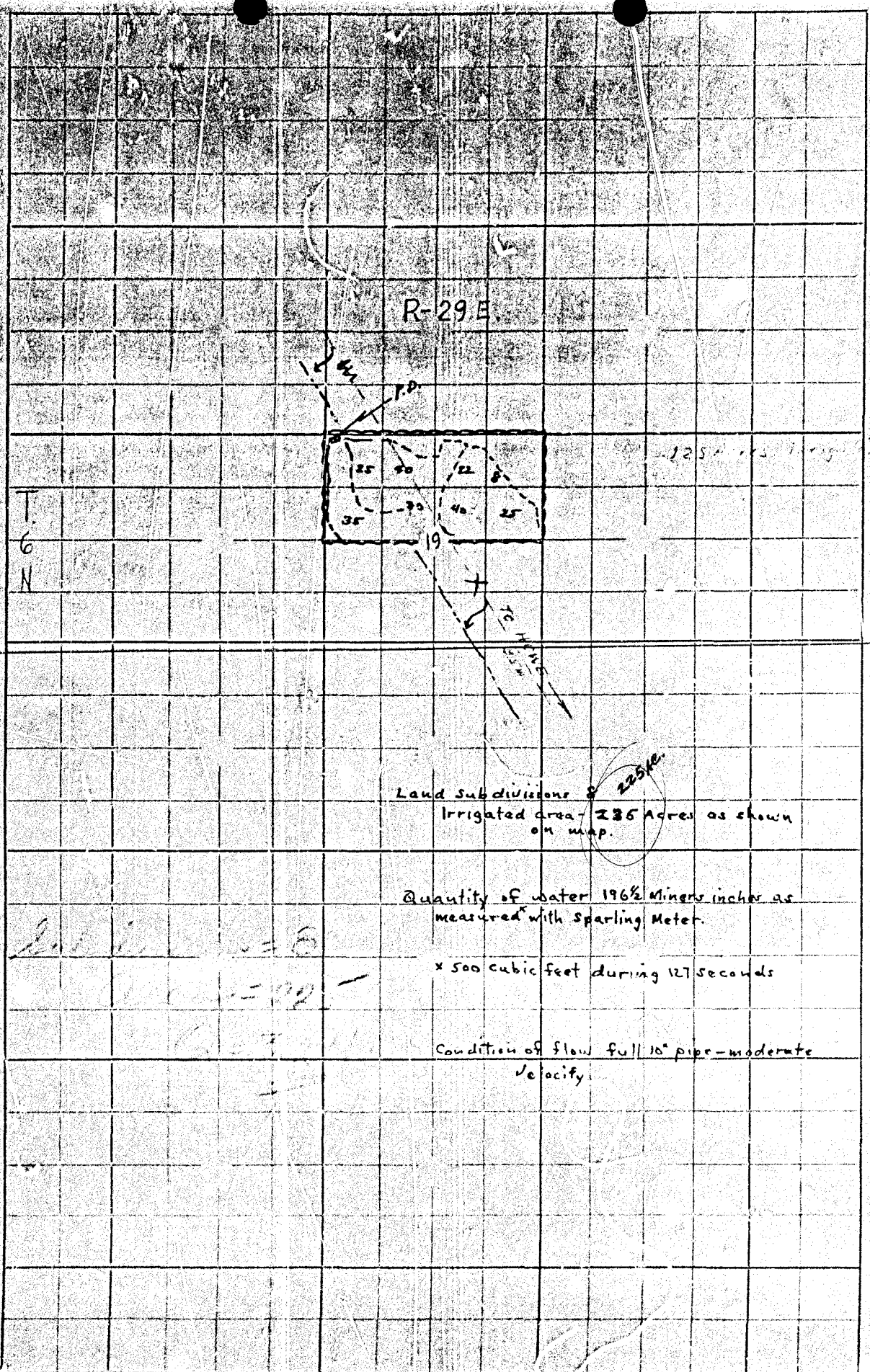
1957

(Signed)

[Signature]

Examiner

22774



Scale: 2 Inches Equals 1 Mile. Draw Map in Ink.

27774

September 25, 1952

Permit No. G-22774
Wendell Hansen

Mr. Barley M. McDowell
P. O. Box 2161
Boise, Idaho

Dear Mr. McDowell:

Our field engineer's report on the inspection of the completion of construction work and application of water to beneficial use under the terms of Permit No. G-22774, Wendell Hansen, Howe, Idaho, shows that his well is capable of conveying 160 cubic inches (3.2 c.f.s.) of water for irrigation of 225 acres. This permit is now entitled to the Certificate of Completion of Works and the License and Certificate of Water Right.

Upon receipt of the statutory fee, total of \$21.00, we will issue to Mr. Hansen the Certificate of Completion of Works (for which the fee is five dollars) and the License (sixteen dollars—based at the rate of two dollars for each 40-acre subdivision) confirming the right with priority of May 16, 1952, to the use of 3.2 second feet of subterranean water with the point of diversion in the NW 1/4 of Section 19, for irrigation of 225 acres in the NW 1/4 of Section 19, Township 6 North, Range 29 East, R.M.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

KPR:nls

22774

State of Idaho License and Certificate of Water Right

Water License No. G-22774

Amount 3.2 c.f.s.

Water District No. _____

Priority May 16, 1952

THIS IS TO CERTIFY that WENDELL HANSEN
of Howe, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated May 16, 1952; that Permit No. G-22774
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
3.2 second feet, was issued thereunder on October 23, 1957, showing that said works
were completed on the 29th day of December, 1956; and that on the 29th
day of December, 1956, WENDELL HANSEN

of Howe, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of a well
a tributary of subterranean, for the purpose of Irrigation and domestic
use, under Use Permit No. G-22774 of the Department of Reclamation
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
10 of Licenses at page 6155, on the 23rd day of October, 1957;
The right hereby confirmed dates from May 16, 1952;
The Point of Diversion is located

In the NW 1/4 NW 1/4, Sec. 19, Tp. 6 N., R. 29 E., B. M. County Butte

That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 3.2 cubic feet per second.

Description and location of use:

Description and location of use.					
Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
6 N.	29 E.	19	NE 1/4 NE 1/4	--	8
			NW 1/4 NE 1/4	--	22
			SW 1/4 NE 1/4	--	40
			SE 1/4 NE 1/4	--	25
			NE 1/4 NW 1/4	40	40
			NW 1/4 NW 1/4	40	25
			SW 1/4 NW 1/4	40	35
			SE 1/4 NW 1/4	40	30
Total number of acres irrigated					-- -- 225

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place
of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this
23rd day of October, 1957.

/s/ Mark R. Kulp
State Reclamation Engineer.

(SEAL)

33 2059

00:00:54
03/31/93

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

PAGE: 1
GENERAL INFORMATION

CLAIM NUMBER: A33-10033
2945

LAST: CONFOR
ADDRESS: HC 65 BOX 1058
CITY: HJME
PHONE NUMBER: 208-767-3203
OWNER CODE: C

A33-10033
OWNER A ROMEY
HC 65 BOX 1058
CITY: HJME
PHONE NUMBER: 208-767-3203

FIRST: VALENE
STATE: ID ID 83244
ZIP: 83244

FIELD EXAMINER

DATABASE Y

FIELD EXAM REQUIRED?
VERIFICATION REQUIRED DUE TO REMARKS?

CLAIM REMARKS: THIS RIGHT IS AN EXPANSION OF 33-32059

ce/Comments

CHANGES OF WR OWNERSHIP
R100 April 15, 1994 See
R100 A33-02059 for Docs.

CONTACT PERSON: _____ PHONE NUMBER: (____) _____
DATE OF FIELD EXAM: ____/____/____ APPOINTMENT MADE: Y(____) N(____) A(____) P(____)
ACCOMPANIED BY: _____ PHONE NUMBER: (____) _____

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / NOTES:

A. NJ CLAIM: 4 433-10033 PRIORITY DATE: 08-23-1977 STAGE: J
B. NR RECORD: * 34-00001 PRIORITY DATE: 07-01-1977 STAGE: D
C. FIELD EXAM REQUIRED? FIELD EXAMINER
DUE TO PRIORITY DATE DISCREPANCY? (Y/N) Y

→ DOES NOT RELATE TO BASIN 33

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

NOTES: PROOF OF PRIORITY SUBMITTED AS RECEIPTS FOR FINE AND VARIATION SOME DATE TO JUNE
PM. SEE CLAIM FILE.

RECOMMENDED PRIORITY DATE: AS CLAIMED
REVIEWED BY: [Signature]

DATE: 3 April 95

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A33-10033	03N	24E	19	NW	NW	NW	1	BUTTE

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX R PREFIX
A33-02059 NONE

SOURCE: GROUNDWATER

TRIS:

B. WR POINT OF DIVERSION AND SOURCE:

3310033 THERE IS NO POD ASSOCIATED WITH THIS WATER RIGHT NUMBER

SOURCE: BIG LOST RIVER

TRIS: SINKS

C. FIELD EXAM REQUIRED?

FIELD EXAMINER	DATABASE	Y	Y

DUE TO POD DISCREPANCY? (Y/N)
DUE TO SOURCE DISCREPANCY? (Y/N)

NOTES:

FIELD EXAM MAP FOR (G-22724) 33-02059 SHOWS POD AS NUNNAN, SEE 19.

*NO CHANGE IN POD, LEAD TO COR. TRACT ONLY

A. ROOT WATER RIGHT NUMBERS: A33-10033

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	HR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECDNM. ACRES
06N	29E	13	NE	NE		CONTR, BRYCE A.	A33-10033 /38.0	-	38.0		30.0
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00016 /33.0	-			
			NE	NE		CONTR, BRYCE A.	A33-02059 /8.0	33-02059	8.0		
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00002 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00004 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00005 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00014 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00015 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00075 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00077 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00098 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00003 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-10086 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-10084 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00068 /38.0	-			
			NE	NE		CONTR, BRYCE A.	33-07189 /38.0	33-07189	38.0		
06N	29E	13	NE	NE		CONTR, BRYCE A.	A33-10033 /10.0	-	39.0		10.0
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00016 /38.0	-			
			NE	NE		CONTR, BRYCE A.	A33-02059 /28.0	33-02059	22.0		
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00002 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00004 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00005 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00014 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00015 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00075 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00077 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00098 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00003 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-10086 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-10084 /38.0	-			
			NE	NE		BLAINE COUNTY CAVAL CO.	A33-00068 /38.0	-			
			NE	NE		CONTR, BRYCE A.	33-07189 /38.0	33-07189	38.0		

40.0

77.50

60.50

TOTAL ACRES A33-10033

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

SUB A33-02059

POU COUNTY: BUTTE

FIELD EXAMINER

DATE Y

C. FIELD EXAM REQUIRED?
DUE TO POU DISCREPANCY? (Y/N)

PLAN: 33-10033

2059 - 22SAC |

10033 - 40AC

26SAC

6ISAC 26SAC

- 3 NO WR/AS claim.

Amended claim to add SAC
in SENW

PRESUMPTION FLAG:

NOTES:

FULLBLOWN CLAIM ON 33-02059. PHOTO SUBMITTED SUPPORTS CLAIM.

RECOMMENDATIONS:

TOTAL ACRES: 40.0 AC

REVIEWED BY: *[Signature]*

DATE: 5 April 95

A. AJ CLAIMED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
A33-10033 IRRIGATION	FROM 04-01 TO 11-01	.570 CFS
	TOTAL DIVERSION RATE/VOLUME CLAIMED	.570 CFS

2014/25
40/57

B. WR RECORDED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
34-00001 IRRIGATION	FROM 05-01 TO 10-15	1.420 CFS
	TOTAL DIVERSION RATE/VOLUME CLAIMED	1.420 CFS

*Does not relate to A33-10033
Computer Error*

PRESUMPTION FLAG:

C. FIELD EXAM REQUIRED?

	DATEBASE	FIELD EXAMINER
DUE TO WATER-USE DISCREPANCY? (Y/N)	N	N
DUE TO DIVERSION RATE DISCREPANCY? (Y/N)	Y	N
DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N)	Y	N

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?	Y() N()
RECOMMEND TO WR STANDARDS OR OTHER?	Y() N()

EXPLAIN IN NOTES, BELOW.

NOTES:

Recommend Data Shd. be. Bld. claims as Annual to Oct. 31

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS? Y() N()

AJ TOTAL CLAIMED DIVERSION RATE: 0.570 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: 1.420 CFS

NO Records

*** IF NO OR IF STATUTORY CLAIM OR BENEFICIAL USE THEN FLOW MEASUREMENT REQUIRED. ***
** IF AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS **
** CLAIMED AND A4 EXAM IS NOT REQUIRED, EXPLAIN IN NOTES. **

FLOW MEASUREMENT REQUIRED?

FIELD
DATABASE EXAMINER
Y

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

FLOW MEASUREMENT

MEASUREMENT METHOD _____, SEE ATTACHED CALCULATIONS.

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

OTHER RIGHTS LISTED IN CLAIM: SHARES BLAINE COUNTY CANAL

LIST ALL RIGHTS WITH A SAME POB AND IRRIGATION USAGE:

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A33-10033	GROUNDWATER	CONTOR, BRYCE A.	0.570	0.014		
A33-00072	DRY CREEK	BLAINE COUNTY CANAL CO.	5.500			
A33-00073	DRY CREEK	BLAINE COUNTY CANAL CO.	61.000	0.010		
A33-00074	LITTLE LOST RIVER	BLAINE COUNTY CANAL CO.	12.000	0.092		
A33-00075	LITTLE LOST RIVER	BLAINE COUNTY CANAL CO.	145.000	0.025		
A33-00076	DRY CREEK	BLAINE COUNTY CANAL CO.			9426.00	1.56
A33-00077	LITTLE LOST RIVER	BLAINE COUNTY CANAL CO.			2030.00	0.35
A33-00078	SUMMIT CREEK	BLAINE COUNTY CANAL CO.			1000.00	0.16
A33-00079	TRAIL CREEK					
A33-00080	SUMMERHOUSE CREEK					
A33-00081	LITTLE LOST RIVER	BLAINE COUNTY CANAL CO.	4.290			
A33-00082	LITTLE LOST RIVER	BLAINE COUNTY CANAL CO.	3.430			
A33-00083	SAHILL CREEK	BLAINE COUNTY CANAL CO.	1.430			
A33-00084	DRY CREEK	BLAINE COUNTY CANAL CO.	5.150			
A33-00085	GRUNDWATER	CONTOR, BRYCE A.	5.200	0.014		
A33-10034	SAHILL CREEK	BLAINE COUNTY CANAL CO.	5.500			
A33-10035	SAHILL CREEK	BLAINE COUNTY CANAL CO.	72.700	0.011		

NO RIGHTS WITH SAME POW BUT NOT USED FOR IRRIGATION

D. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1A. IRRIGATION RATE
ACRES 40 X 0.02 CFS/ACRE = 0.80 CFS
(TAKEN FROM P/O REVIEW)

0.02S AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y() N()

AAA IF YES ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N()

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 100.0 AF/A

ACRES 40 X CONSUMPTIVE VOL. AF/A FOR AREA 2.5 =

TOTAL CONSUMPTIVE USE 100.0 AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = AF/A

ACRES 40 X DIVERSION VOL. AF/A FOR AREA 3.5 =

TOTAL DIVERSION VOLUME 140 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.)

Also See CH and DV of 02059 & 33-07190 (No AI used)

1B. CALCULATIONS

0.80 cnc.
0.57 claimed

RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV V/L AF/A	REC. CONS. USE
IRRIGATION	04-01 ~~11-01~~ 10-31	DATABASE EXAMINER 0.570	DATABASE EXAMINER -----	DATABASE EXAMINER 100.0
TOTAL FOR THIS RIGHT		0.570 <i>As Called</i>		100.0

REVIEWED BY: *ABR* DATE: -----

Romark:

A. CHECK ONLY THE FOLLOWING THAT APPLY:

ACCEPTED AS CLAIMED ☒ NEEDS REVIEW ☐

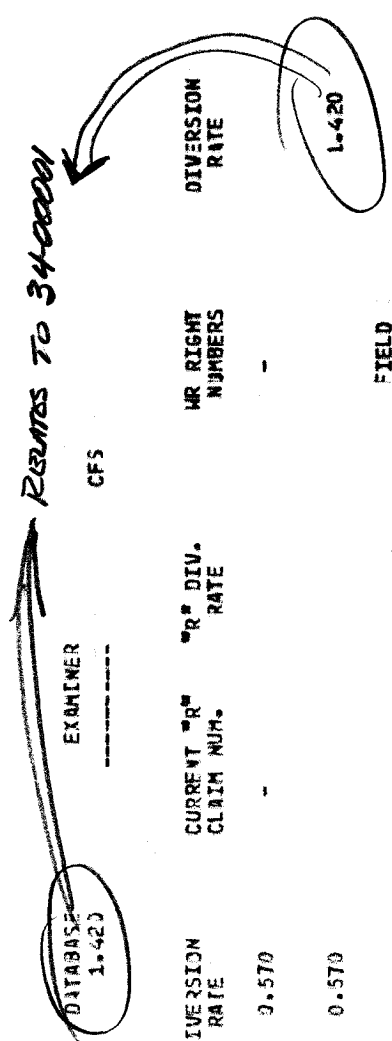
OWNERSHIP FORFEIT/JANSON
ADDITIONAL DIV. AMOUNT

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 33-10033
TOTAL DIVERSION RATE OF WR SPLITS

SPLITS:

C/O RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A33-10033	0.570	-	-	-	-
TOTAL CFS		0.570				



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)

NOTES:

RIGHT IS NOT SPLIT - CLAIMED IN FULL @ 0.570 cfs

AUTHENTICATION:

SIGNATURE: [Signature] DATE: 10 April 95

NAME OF FIELD EXAMINER: Sam B. Passey TITLE: Sa. Mgr.

00:00:54
03/31/93

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

PAGE: 15
QUICKLOOK INFORMATION

2957
CLAIM NUMBER: A33-10083

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

"VERIFIED BY" CODES

- TOPD MAP/ORTHO-PQ = 1
- ASCS MAP = 2
- WATERMASTER RECORDS = 3
- WAPP PHOTOS = 4
- FIELD EXAM = 5
- OTHER (SEE REMARKS) = 6

Presumption Code:

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

Bar Code:

CONDITIONS / Remarks:
EP?

CLAIM NUMBER: A33-10033

[illegible]

POU COUNTRY: BUITE

NON-IRRIGATION USES: NONE

OTHER RIGHTS: SHARES BLAINE COUNTY CANAL

REMARKS: THIS RIGHT IS AN EXPANSION OF 33-32059 (SUB 33-07189 & 07190 - Same P.D. - Capacity Q)

EXAM MADE DATE:

VERIFIED DATE:

MISC: WATER DISTRICT NUMBER:

FIELD INSPECTION FLAG:
PRESUMPTION FLAG:

PRESUMPTION CODE:

Ben Case:

Conversion/Remarks:

Q237



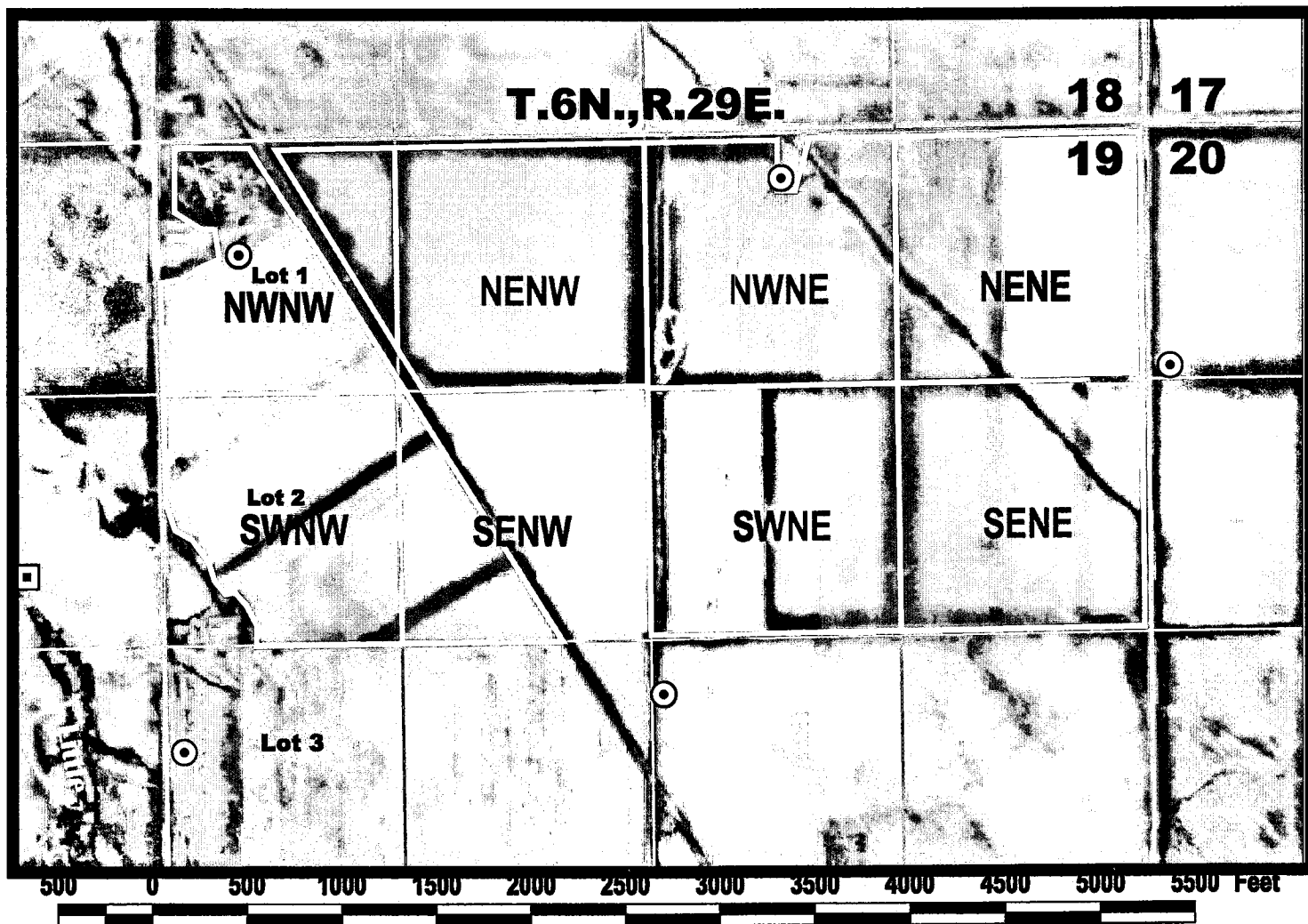
STATE OF IDAHO

Department of Water Resources

Eastern Region

Claimant: Owen Romrell

Water Right(s): 33- 02059, 33-10033



LEGEND



Point of Diversion- GW



Point of Diversion- SW



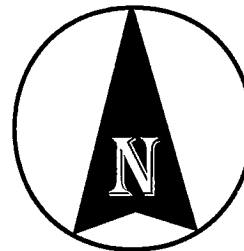
Place of Use

Section Line

Quarter-section line

Place(s) of Use: T.6N., R.29E.
Sec. 19 (parts of) N2

Point(s) of Diversion:
T.6N., R.29E., Sec. 19
NWNWNW (Lot 1)



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



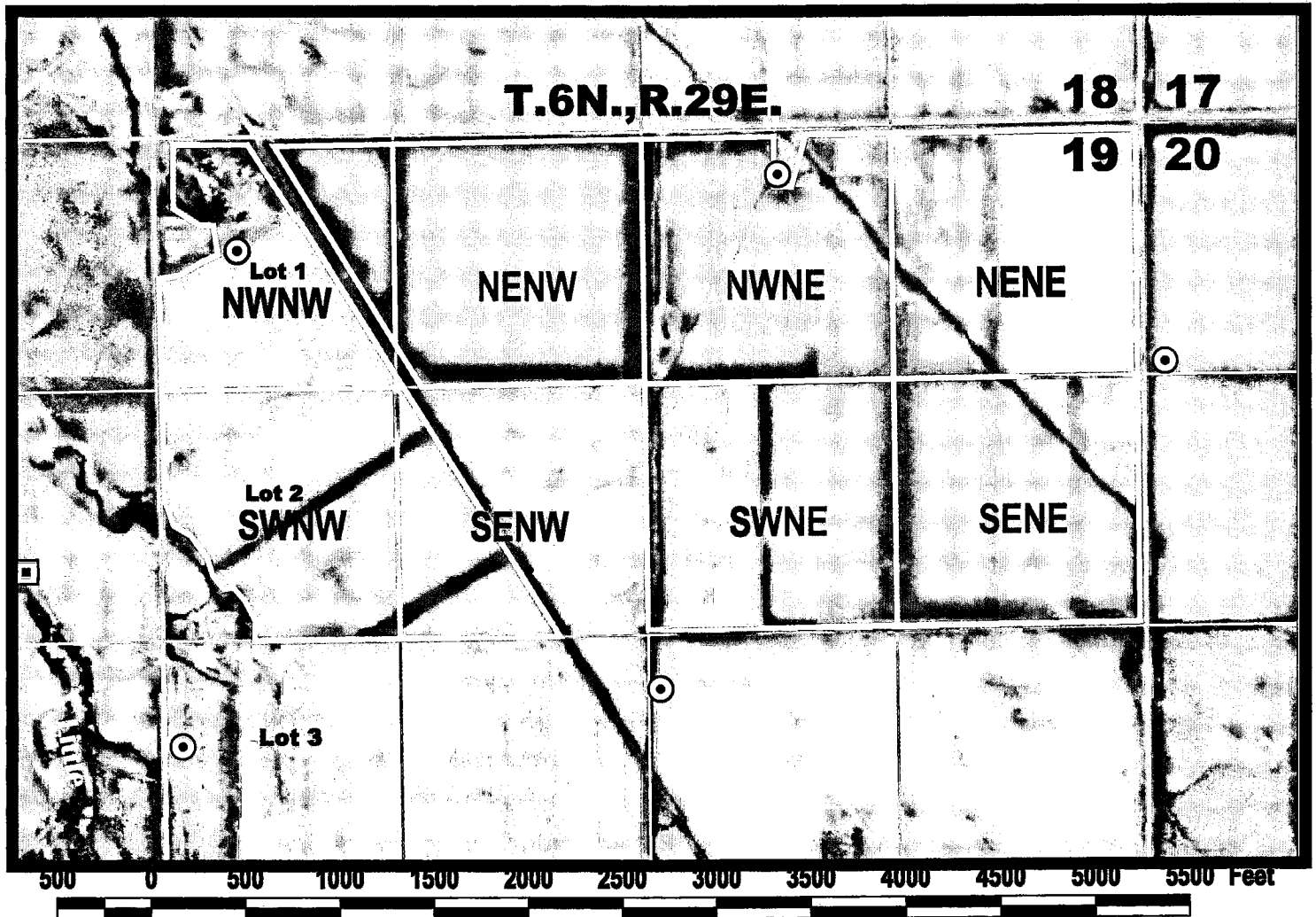
STATE OF IDAHO

Department of Water Resources

Eastern Region

Claimant: Owen Romrell

Water Right(s): 33- 02059, 33-10033



LEGEND



Point of Diversion- GW



Point of Diversion- SW

SESE

Place of Use

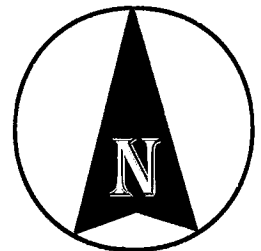


Section Line

Quarter-section line

Place(s) of Use: T.6N., R.29E.
Sec. 19 (parts of) N2

Point(s) of Diversion:
T.6N., R.29E., Sec. 19
NWNWNW (Lot 1)



GIS Place of Use Illustration
1987/1988 NAPP photography
Prepared by: A. Ruberry
Date: June 1989

AJ0749NP
No. R33-10033

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

DATE: 12/03/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	OWEN A ROMRELL	08/23/1977	IRRIGATION	04-01 11-01	0.610 CFS	
TOTAL DIVERSION:					0.610 CFS	

Water Source: GROUNDWATER Tributary to: BUTTE County
Point(s) of Diversion: T06N R29E S19 Lot01(NWNWNN)

Place of use Legal Description for: IRRIGATION

NE		NW		SW		SE		SUM												
T	R	S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac
06N	29E	19	38	38	39	38	38	31	33	13										
TOTAL ACRES																		268.0	268.0	

POU County: BUTTE

Other Rights: BLAINE COUNTY CANAL, 33-02059

Conditions of Approval:

- C11 - THIS WATER RIGHT IS SUBORDINATE TO ALL WATER RIGHTS WITH A PRIORITY DATE EARLIER THAN APRIL 12, 1994, THAT ARE NOT DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE. AS BETWEEN WATER RIGHTS DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE, THE EARLIER PRIORITY RIGHT IS THE SUPERIOR RIGHT.
- 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.
- E18 - USE OF WATER UNDER THIS RIGHT IS COMBINED WITH WATER FROM BLAINE COUNTY CANAL CO.

Remarks: QNT

USE OF THIS RIGHT WITH RIGHT NO. 33-02059 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.20 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 938 AF.
USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.93 CFS. COMBINED RIGHT NOS.: 33-02059, 33-07189, 33-07190, 33-10988.
USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.93 CS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 938 AF. COMBINED RIGHT NOS.: 33-02059, 33-10988.

POU1

USE OF THIS RIGHT WITH RIGHT NO. 33-02059 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 268 ACRES IN A SINGLE IRRIGATION SEASON.

POU 20 # 82
POU 20 # 100

Remarks:

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 43 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 268 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 33-02059, 33-10988.

GEN THIS RIGHT IS BASED UPON AN ENLARGEMENT OF RIGHT NO. 33-02059 PURSUANT TO SECTION 42-1426, IDAHO CODE.

EXP THIS RIGHT IS FOR AN ENLARGEMENT OF 43 ACRES WITHIN THE PLACE OF USE DESCRIBED FOR THIS RIGHT.
THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 33-02059, 33-07189, 33-07190, 33-10988.

Objection Filed Date:

Dates: Exam Made Date:

Verified Date:

Misc: Water District Number: Field Inspection Flag: E
Presumption Flag:

Comments: 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: 12/03/1999 User-ID: BCNTOR Subject: BLAINE COUNTY CANAL
CODE E18 ADDED BECAUSE PART OF THIS POU IS INCLUDED IN BCC
RECOMMENDATION. HOWEVER, BCC PLANS TO FILE TRANSFER CHANGING
SERVICE AREA, WHICH WILL REMOVE THIS POU FROM CANAL CO. SERVICE
AREA. BCNTOR.

Audit: 12/03/99 BCNTOR

**OWNER
CODE**

NAME & ADDRESS

C OWEN ROMRELL
HC 65 BOX 58
HOWE ID 8324
(208) 767-34

PRIORITY
DATE

WATER USE

08/23/1977 IRRIGATION

USE PERIOD
FROM TO

0.61 CFS

DIVERSION
VOLUME

0.61 CFS

TOTAL DIVERSION:

0.61 CFS

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T06N R29E S19 Lot01 (NW1/4NW1/4)

BUTTE County

Place of use Legal Description for: IRRIGATION

MS **PN**

T R S		NENE		NWNE		SWNE		SENE		NENW		SWNW		SENW		NESW		NWSW		SESW		NESE		SWSE		SESE		SUM				
		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac			
06N	29E	19	38	38	39	38	38	31	33	13																					268.0	
																														TOTAL ACRES		268.0

POW County: BUTTE

Other Rights: BLAINE COUNTY CANAL, 33-02059

Conditions of Approval:

- THIS WATER RIGHT IS SUBORDINATE TO ALL WATER RIGHTS WITH A PRIORITY DATE EARLIER THAN APRIL 12, 1994, THAT ARE NOT DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE.
- BETWEEN WATER RIGHTS DECREED AS ENLARGEMENTS PURSUANT TO SECTION 42-1426, IDAHO CODE, THE EARLIER PRIORITY RIGHT IS THE SUPERIOR RIGHT.

Remarks: QNT

USE OF THIS RIGHT WITH RIGHT NO. 33-02059 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 3.20 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 938 AF.

pau1

USE OF THIS RIGHT WITH RIGHT NO. 33-02059 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 268 ACRES IN A SINGLE IRRIGATION SEASON.

GEN

THIS RIGHT IS BASED UPON AN ENLARGEMENT OF RIGHT NO. 33-02059
PURSUANT TO SECTION 42-1426, IDAHO CODE.

EXP

RIGHT NO. 33-02059 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

THIS RIGHT IS FOR AN ENLARGEMENT OF 43 ACRES WITHIN THE PLACE OF USE DESCRIBED FOR THIS RIGHT.

Dates: _____ **Exam Made Date:** _____

Verified Date:

Objection Filed Date:

Misc:

Field Inspection Flag:

Presump. C.

JUN 1 1999

Department of Water Resources
Eastern RegionIN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLSIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: **A33-10033**
Date Received: 12/12/1989
Receipt No: E011294
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: OWEN ROMRELL
Address: HC 65 BOX 58
HOWE ID 83244 208-767-3478

2. Date of Priority: AUG 23, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	29E	19	NW	NW		1	BUTTE

5. Description of diverting works:
WELL PUMP MAINLINE TO LATERALS WITH SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	0.610		

7. Total Quantity Appropriated is:
0.610 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	Lot	Use	Acres
06N	29E	19	NE	NE		IRR	30.0
			NW	NE		IRR	10.0
			SW	NW		IRR	3.0

Section Acres 43.0

JUN 01 1999

Department of Water Resources
Eastern Region

10. Place of Use: Continued

Total Acres 43.0

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:
SHARES BLAINE COUNTY CANAL

14. Remarks:

THIS RIGHT IS AN ENLARGEMENT OF 33-02059.

AMENDED TO ADD AN ADDITIONAL 3 ACRES IN THE SWNW SEC. 19.

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: _____

For Individuals:

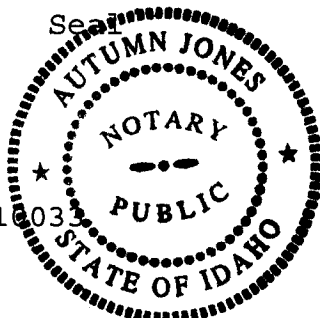
I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Quen P. Tomell Date: 6/1/99
 _____ Date: _____

State of Idaho)
) SS.
 County of Bonneville)

Subscribed and sworn (or affirmed) before me this 1st dayof June 19 99

Autumn Jones
 Notary Public

Residing at Coburn FallsMy Commission Expires 4/21/2005

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: A33-10033
Date Received: 12/12/1989
Receipt No: E011294
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: OWEN ROMRELL
Address: HC 65 BOX 58
HOWE ID

208-767-3478

83244

2. Date of Priority: AUG 23, 1977

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06N	29E	19		NW	NW	1	BUTTE

5. Description of diverting works:
WELL PUMP MAINLINE TO LATERALS WITH SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.570		

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

8. Total consumptive use is 100.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	29E	19	NE	NE		IRR	30.0
			NW	NE		IRR	10.0

MICROFILMED
APR 15 1994

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	40.0
					Total Acres	40.0

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:
SHARES BLAINE COUNTY CANAL

14. Remarks:
THIS RIGHT IS AN EXPANSION OF 33-02059

15. Basis of Claim: BENEFICIAL USE

MICROFILMED
APR 15 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: A33-10033
Date Received: 12/12/1989
Receipt No: E011294
Received By: Kew

*See Amended
Claim Attached.*

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BRYCE A. CONTOR 208-767-3203
Address: HC 65 BOX 1058
HOWE, ID 83244

OR

Name: VALENE R. CONTOR 208-767-3203
Address: HC 65 BOX 1058
HOWE, ID 83244

2. Date of Priority: AUG 23, 1977

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06N	29E	19	NW	NW	NW	1	BUTTE

5. Description of diverting works:
WELL PUMP MAINLINE TO LATERALS WITH SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.570		

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

8. Total consumptive use is 100.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A3310033



A33-10033

Page 1

Date: 12/12/89

MICROFILMED

NOV 18 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06N	29E	19	NE	NE		IRR	30.0
			NW	NE		IRR	10.0
					Section Acres		40.0
					Total Acres		40.0

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:
SHARES BLAINE COUNTY CANAL

14. Remarks:
THIS RIGHT IS AN EXPANSION OF 33-02059

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:

For Individuals:

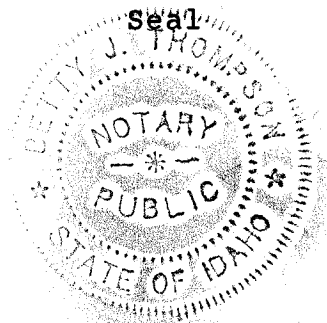
I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Bryce A. Contor Date: 12 Dec 1989
Date:

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 12 day
of Dec 19 89

Betty J. Thompson
Notary Public



Residing at BETTY J. THOMPSON, NOTARY PUBLIC
RESIDING AT IDAHO FALLS, IDAHO
My Commission ~~EXP. 6-30-94~~ EXPIRATION DATE: 6-30-94

