

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: A43-04004
Date Received: 6/05/1989
Receipt No: S007485
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WOODROW JUSTICE 208-645-2298
Address: HC 61 BOX 1014
MALTA, ID 83342

AND/OR

Name: DOLLY JUSTICE 208-645-2298
Address: HC 61 BOX 1014
MALTA, ID 83342

2. Date of Priority: APR 10, 1960

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
13S	27E	6	NW	SE			CASSIA

5. Description of diverting works:
WELL, PUMP, FLOOD IRRIG.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.500		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

A43-04004

Page 1

Date: 06/05/89

MICROFILMED

MAR 04 1993

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
13S	27E	6	SW		NE		IRR	30.0
			SE		NW		IRR	30.0
			NE		SE		IRR	40.0
			NW		SE		IRR	40.0
							Section Acres	140.0
							Total Acres	140.0

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:
A43-00188, 02290

14. Remarks:

15. Basis of Claim: STATUTORY CLAIM

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): *Rally Justice* Date: 6-5-89

Date: _____

State of Idaho)
County of *TF*) SS.

Subscribed and sworn (or affirmed) before me this 5 day *th*

of *June* 19 *89*

Lon White
Notary Public

Seal

Residing at *TF*

My Commission Expires *5/94*



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

December 5, 1991

R. KEITH HIGGINSON
Director

A43-04004
WOODROW JUSTICE
DOLLY JUSTICE
HC 61 BOX 1014
MALTA

ID 83342

RE: Evidence of Priority

RESPONSE DEADLINE
FEBRUARY 3, 1992

Dear Claimant:

The Notice(s) of Claim identified with the number shown above your name on the mailing label has been filed in the Snake River Basin Adjudication (SRBA). The Notice(s) indicate your water usage is based on "Beneficial Use" or a "Statutory Claim". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed. **The date of first use, known as the priority date, has not been confirmed by a License, Decree or Permit.** The Department will soon conduct reviews &/or field exams for the claims in your area. Since the priority date of a beneficial use water right can not be confirmed by field examination, **proof must be provided supporting the priority date you have claimed.**

The Department will not recommend the Notice(s) be decreed by the court as claimed if no evidence of a priority date is submitted.

Please find enclosed a computer printout of your Notice(s) and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. I direct your attention to the two sections entitled "What Kind of Evidence is Required" and "Some Examples of Documents Which May Be Evidence of the Priority Date".

Please submit the required evidence supporting the priority date(s) by **February 3, 1992**, referencing all documents with the corresponding Notice number(s). If you have any questions not covered by this letter or the enclosed pamphlet, please contact this office.

Respectfully submitted,

Allen Merritt, P.E.
Water Rights Supervisor

Enclosures

MICROFILMED
MAR 04 1993

ROSS, AN, Richard
Malta, Idaho

Meter No. 25-627-138

Meter No.

Date In April 7, 1960	Date Out
	Motor

Meter Reading 4512

Meter Reading

Date In _____

Date Out

Meter Reading

Meter Reading

MINIMUM 20 HP (5,000)

x 10

[illegible]

A43-04054

MICROFILM

MAR 6 1966

19076

ROSSMAN, Richard
Malta
Idaho

METER RECORD

Meter No. 25-627-138

Meter No. 25-266-800

Date In Jan. 1961

Date Out May 12, 1961

Meter Reading 8945

Meter Reading 0085

Date In May 12, 1961

Date Out

Meter Reading 1632

Meter Reading

MINIMUM 20 HP (5,000)

X 10

METER READING	USED	NET CHARGE	METER CARD	PENALTY ARREARS	AMOUNT PAID	DATE	BALANCE DUE
Brought Forward							20.00
JAN.				20.00		JAN 31 61	40.00
FEB.				10.00		FEB 28 61	00.00
MARCH	0.48	28 *	20.00			MAR 31 61	20.00
APRIL	8.65	8.23 *	59.38	1.00		APR 30 61	21.00
MAY	100.85	2.20 *		21.00		MAY 1 61	90.38
	3.02	6.70 *	73.40			MAY 31 61	69.38
JUNE	2.73	9.71 *	78.26			JUN 30 61	00.00
JULY	1.34	8.11 *	74.66			JUL 31 61	78.26
AUG.	2.83	7.60 *	55.13			AUG 31 61	74.66
SEPT.						SEP 15 61	00.00
OCT.							55.13
NOV.							00.00
DEC.							00.00

A43-04004

MICROFILMED

MAR 24 1962

✓

AGREEMENT FOR ASSUMPTION OF OBLIGATION UNDER AGREEMENT FOR PURCHASE OF
POWER.

WHEREAS, on the 1st day of April, 1971,
Woodrow Justice and _____
husband and wife, did enter into a contract in writing as consumers
with the Raft River Rural Electric Cooperative, Inc., as Seller, wherein
and whereby the Seller did agree to sell and deliver to the Consumers
upon the following described real estate in the County of Cassia, State
of Idaho, to-witt:

N $\frac{1}{2}$ of SE $\frac{1}{4}$ Section 6 Township 13 South
Range 27 East Boise Meridan

electrical energy up to 20 HP k.v.a., and the Consumers did agree to purchase from the Seller all electrical energy used for pumping water from the well or wells upon the said premises for irrigation purposes during the irrigation season of each year for a period of not less than eight (8) years from the date of the said contract; and

WHEREAS, under and by virtue of the said contract the Consumers did covenant and agree to pay to the Seller for the electrical energy furnished at the rates and upon the terms and conditions set forth in schedule C which was thereto attached and by reference made a part thereof, and did therein agree that in the event that the Consumers use no electrical energy upon the said premises or the amount of electrical energy used by the Consumers during any irrigation season at the purchase price or prices shown on schedule C shall not equal \$ 200.00 to be paid during any irrigation season, then the Consumers agree to pay to the Seller a minimum charge of \$ 200.00 for the irrigation season of any year during the life of said contract, the said minimum charge to be paid on or before the the 1st day of November of the year in which no electrical energy is used for pumping water for irrigation purposes or the amount used does not equal said minimum charge; and,

Service #19076

WHEREAS, the said contract further provided that bills for electrical energy furnished under the same should be paid by the Consumers to the Seller at its office at Malta, Idaho, monthly, within fifteen (15) days after the bill was mailed to the Consumers; that if the Consumers should fail to pay any such bill within such fifteen day period, the Seller might discontinue the service thereunder by giving to the Consumers ten (10) days notice in writing of its intention so to do; that the Consumers agreed that if, at any time, the rate under which the Seller purchased electrical energy at wholesale should be modified the Seller might make a corresponding modification in its rates for electrical energy furnished thereunder and if the rate to the Consumers be increased by such modification the Consumers should have the right to cancel the contract unless the Seller should elect to furnish the electrical energy at the rates specified in schedule C therein referred to; and

WHEREAS, the said contract further provides as follows, to-wit:

"The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electrical energy. But if such supply shall fail, or be interrupted, or become defective, through the act of God, public enemy, by accident, strikes, labor troubles or the burning out of any transformer, generator, or other electrical equipment or for any other cause beyond the reasonable control of the Seller, the seller shall not be liable to the Consumer for any damage that he may sustain by reason of such interruption of service."

"The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and provisions of the By-laws of the Seller and by such rules and regulations as may from time to time be adopted by the Seller."

"This agreement shall become effective on the date of its execution and shall remain in effect for a period of eight (8) years and thereafter until terminated by either party giving to the other four (4) months notice in writing of its or his desire to terminate the same."

"This contract shall be and constitute a covenant running with the above described real estate and shall be binding upon and enure to the benefit of the successors, assigns or legal representative of the respective parties hereto. Any assignee, grantee or successor in interest of the Consumer shall be required to comply with the terms and conditions of this contract and make the payments as specified and provided herein, not theretofore made by the Consumer," and,

WHEREAS, the parties hereto have purchased the real estate hereinabove described from the Purchasers named in and parties to the said contract for the purchase of electrical energy and are willing to and

NOTED & 1973
INDEXED

Service #19076

desirous of assuming the obligations of the Purchasers named in said contract and of agreeing to perform the same.

NOW, THEREFORE, in consideration of the premises aforesaid and of the release by the Raft River Rural Electric Cooperative, Inc., of the obligations of the Purchasers named in and parties to the said original contract for the sale and purchase of electric energy, the parties hereto do hereby assume and agree to perform all of the terms and conditions of the said contract and to be bound thereby as fully and completely as though they had been parties to the said contract at the date of the making thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and executed this instrument this 14 day of April 19 77.

W. Justice (SEAL)

____ (SEAL)

STATE OF Idaho)
County of Cassia) ss.

On this 14 day of April, 19 77, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Woodrow Justice and _____ known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they had 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.

[Signature]
Notary Public for State of Idaho
Residing at Malta, Idaho
Commission expires 3-3-80

NOTARY PUBLIC
IDaho

AGREEMENT FOR PURCHASE OF POWER

THIS AGREEMENT, Made this 29th day of January, 1960, between
the Raft River Rural Electric Cooperative, Inc., hereinafter called the Seller, and
Richard Kossman hereinafter called the Consumer.

WITNESSETH, WHEREAS the Consumer is the owner of the following described real
estate in the County of Cassia, State of Idaho, particularly
described as follows, to-wit:

N $\frac{1}{2}$ of SE $\frac{1}{4}$ Section 6 Township 13 South Range 27 EBM

Section 6, Township 13 South, Range 27,
East, of the Boise Meridan. And has a well on the NW $\frac{1}{4}$ of SE $\frac{1}{4}$
of Section 6 of the said real estate and desires to irrigate the irrigable
portion of said real estate by pumping water from such well or wells.

NOW, THEREFORE, THE SELLER agrees to sell and deliver to the Consumer on the
above described real estate, electrical energy up to 20HP KVA, and the Consumer
agrees to purchase from the Seller all electrical energy used for pumping water from
the well or wells upon said premises for irrigation purposes during the irrigation
season of each year for a period of not less than eight years from the date of
this contract.

1. Service Characteristics

The electrical energy to be furnished under this contract shall be alternating
current, three phase, sixty cycle, 240 volts.

2. Payment

The Consumer shall pay to the Seller for the electrical energy furnished at
the rates and upon the terms and conditions set forth in Schedule I which
is hereto attached and by reference made a part of this contract,

In the event that the Consumer uses no electrical energy upon the said premises
or the amount of electrical energy used by the Consumer during any irrigation season
at the purchase price or prices shown on Schedule I shall not equal
\$ 200.00 to be paid during any irrigation season, then the Consumer agrees
to pay to the Seller a minimum charge of \$ 200.00 for the irrigation season
of any year during the life of this contract. The said minimum charge to be paid on
or before the 1st day of November of the year in which no electrical energy is used for
pumping water for irrigation purposes or the amount used did not equal said minimum
charge.

Bills for electrical energy furnished under this contract shall be paid by
the Consumer to the Seller at its office at Malta, Idaho, monthly within fifteen days

after the bill is mailed to the Consumer. If the Consumer shall fail to pay any such bill within such fifteen day period, the Seller may discontinue the service hereunder, by giving to the Consumer ten days notice in writing of its intention so to do.

3. The Consumer agrees that if at any time the rate under which the Seller purchases electrical energy at wholesale is modified, the Seller may make a corresponding modification in the rates for electrical energy furnished hereunder. If the rate to the Consumer be increased by such modification, the Consumer shall have the right to cancel this contract unless the Seller shall elect to furnish the electrical energy at the rates specified in Schedule I hereinbefore referred to.

4. Continuity of Service

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electrical energy. But if such supply shall fail, or be interrupted, or become defective, through the act of God, public enemy, by accident, strikes, labor troubles or the burning out of any transformer, generator, or other electrical equipment or for any other cause beyond the reasonable control of the Seller, the Seller shall not be liable to the Consumer for any damage that he may sustain by reason of such interruption in service.

5. Membership

The Consumer shall become a member of the Seller, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and provisions of the By-laws of the Seller and by such rules and regulations, as may from time to time be adopted by the Seller.

6. Term

This agreement shall become effective on the date of its execution and shall remain in effect for a period of eight years and thereafter until terminated by either party giving to the other four month's notice in writing of its or his desire to terminate the same.

7. This contract shall be and constitute a covenant running with the above described real estate and shall be binding upon and enure to the benefit of the successors, assigns or legal representatives of the respective parties hereto. Any assignee, grantee or successor in interest of the Consumer shall be required to comply with the terms and conditions of this contract and make the payments as specified and provided herein, not theretofore made by the Consumer.

IN WITNESS WHEREOF, The Seller has caused its Corporate name to be hereunto subscribed by its manager, and the Consumer has hereunto set his hand and seal and executed these presents in triplicate the day and year first above written.

Richard Kossman
(Consumer)

(Seal)

By _____

RAFT RIVER RURAL ELECTRIC COOPERATIVE, INC.

By Edwin C. Schlender
(Manager)

STATE OF IDAHO)
County of Cassia) ss

On this 29th day of January, 1960, before me, the undersigned, a Notary Public in and for said State, personally appeared Edwin C. Schlender, known to me to be the manager of the Raft River Rural Electric Cooperative, Inc., the corporation whose name is subscribed to the within instrument, and acknowledged to me that such corporation 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.

Gene Baxter
Notary Public for the State of Idaho,
residing at Malta, Idaho.

STATE OF IDAHO)
County of Cassia) ss

On this 29th day of Jan, 1960, before me, the undersigned, A Notary Public in and for said State, personally appeared Richard Kossman, 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.

Gene Baxter
Notary Public for the State of Idaho,
residing at Malta, Idaho.

SCHEDULE I
IRRIGATION SERVICE

Availability

Available to the consumers of the cooperative located adjacent to three-phase lines of the cooperative for irrigation service.

Character of Service

Alternating current, three-phase, 60 cycles, 220 volts for installations of less than 50 horsepower, and 440 volts for installations of 50 horsepower or greater.

At the discretion of the Cooperative, Single phase service may be furnished provided the motor capacity is not in excess of ten horsepower.

Rate

A fixed charge of eight dollars (\$8.00) per season per horsepower or fraction thereof.

Energy Charge

First 250 KWH per Horsepower per month @ 1.0¢ per kwh

Excess KWH per month @ 0.6¢ per kwh

Payment of the fixed charge shall not include payment for any energy used.

Determination of Horsepower

The horsepower for billing purposes shall be the motor manufacturer's name plate rating of horsepower output except that if the Cooperative so elects it shall be based on the following: The maximum demand, expressed in horsepower input, established by the consumer for any period of fifteen consecutive minutes during the season as indicated or recorded by a demand meter, less 10% allowance for motor losses.

Provision for pumping service during non-irrigation season

The irrigation season shall be from April 1 to October 30 of each year. Pumping service during the non-irrigation season shall be available at the same charge for energy as in the above rate, but there shall be a minimum charge of \$1.00 per month per horsepower or fraction thereof.

Minimum Annual Charge

The minimum annual charge for service shall be the fixed charge, but in no event shall it be less than \$40.00.

Conditions of Service

1. Motors having a rated capacity in excess of ten horsepower (10 HP) must be three-phase.

2. All wiring, pole lines, wires, and other electrical equipment beyond the service point will be considered the distribution system of the consumer and shall be furnished and maintained by the consumer, with adequate protective devices installed to interrupt service to motor equipment in the event of power failures or faulty conditions on the Cooperative's system.

Term of Payment

The above rates are net, the gross rates being five percent (5%) higher. In the event the current monthly bill is not paid within fifteen (15) days from the date of the bill, the gross rates shall apply.

Power Factor Clause

Each applicant securing service hereunder shall be required to insure maintenance of power factor not less than 95% by installing adequate capacitors at the installation.

Old (D) Number -

[illegible]

State- ID Zip- 83342

State- ID Zip- 83342

+ + - -	Stage	- - +	+ + - -	Status	- - +
S	-	STATUTORY CLAIM			

-----Tributary-----+

Stream Index (Blank if no Index Code)

(31) CASSIA

	Water Use	Diversion Rate	Diversion Volume
Period From	Period To	Diversion Rate	Diversion Volume

2.500

[illegible]

	Lot	Acres	Place of Use	Description	County
--	-----	-------	--------------	-------------	--------

01	IRRIGATION	(31)	CASSIA
01	IRRIGATION	(31)	CASSIA
01	IRRIGATION	(31)	CASSIA
01	IRRIGATION	(31)	CASSIA

140.0

+ - - Diversion Means - WELL. PUMP. FLOOD IRRIG.

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - A43-00188. 02290

[illegible]

MAR 04 1993

Water right number - A43-04004

Prefix Translation: ADJUDICATION CLAIM

+ - - - - Old Water Right Numbers - - - - - +
+ - - - - Old Water Right Numbers - - - - - +
+ - - - - No Old Water Right Numbers found.
+ - - - - Conditions of Approval - - - - - +
+ - - - - No Conditions of Approval found.
+ - - - - Decree Plaintiff - - - + + - - - Decree Defendant - - - + + - - Decree Date - +
00/00/0000

+ - - Audit Fields - 06/05/89 WHITE

+ - - - - -Comments- - - - - +
+ - - - - No Comments Found

+ - - - - Adjudication Rights Dates and Flags Area - - - - - +
+ - - - - Court Report Filing - 00/00/0000 Field Inspection Made - 00/00/0000 Civil Case Number - 39576
+ - - - - Objection Filed Date - 00/00/0000 Field Inspection Flag - Old Case Number -
+ - - - - Response Filed Date - 00/00/0000 Verified Date - 06/18/1985 Old Judicial District -
+ - - - - Claim Received Date - 06/05/1989 Last Amended Date - 00/00/0000 Temporary Right - P
+ - - - - Proof Due Date - 00/00/0000 Proof Made Date - 00/00/0000 Water District -
+ - - - - Licensed Date - 00/00/0000 Receipt Number - S007485 Federal/State Indicator - S
+ - - - - Claims Tape Error Flg - POJ Ownership Flag - Y Y Presumption Flag -
+ - - - - Fee Exempt Flag - Name Connector - AND/OR Notice of Error Flag -

05/10/2001
RECEIVED
JUN 18 2001
Department of Water Resource
Southern Region

**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: June15, 2001

Water right number: 43-4004

DOLLY JUSTICE
HC 61 BOX 1014
MALTA ID 83342
Telephone Number: (208)645-2298

WOODROW JUSTICE
HC 61 BOX 1014
MALTA ID 83342
Telephone Number: (208)645-2298

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:

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

DATE: 6-10-2001 SIGNATURE: Dolly Justice
Please print your name: Dolly Justice

IDWR Regional Office, 1341 Fillmore St, Suite 200, Twin Falls, ID 83301, (208)736-3033

VERIFIED BY JLC 12/8/2000

12/08/2000

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

RIGHT NUMBER: 43-4004

NAME AND ADDRESS: DOLLY JUSTICE
WOODROW JUSTICE
HC 61 BOX 1014
MALTA, ID 83342

SOURCE: GROUND WATER

QUANTITY: 0.51 CFS
248.4 AFY

WHEN COMBINED THE RIGHTS LISTED BELOW SHALL PROVIDE NO MORE
THAN .02 CFS PER ACRE. COMBINED RIGHT NOS.: 43-00188, 43-02290,
& 43-04004.

PRIORITY DATE: 04/10/1960

POINT OF DIVERSION: T13S R27E S6 NWNWSE Within CASSIA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03-15 11-15	0.51 CFS 248.40 AFY

PLACE OF USE:

<u>IRRIGATION Within CASSIA County</u>					
T13S R27E S6	SWNE	27	T13S R27E S6	SENE	30
T13S R27E S6	NESE	10	T13S R27E S6	NWSE	37

104 ACRES TOTAL

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION
OF A COMBINED TOTAL OF 104 ACRES IN A SINGLE IRRIGATION SEASON.
COMBINED RIGHT NOS.: 43-00188, 43-02290, & 43-04004.

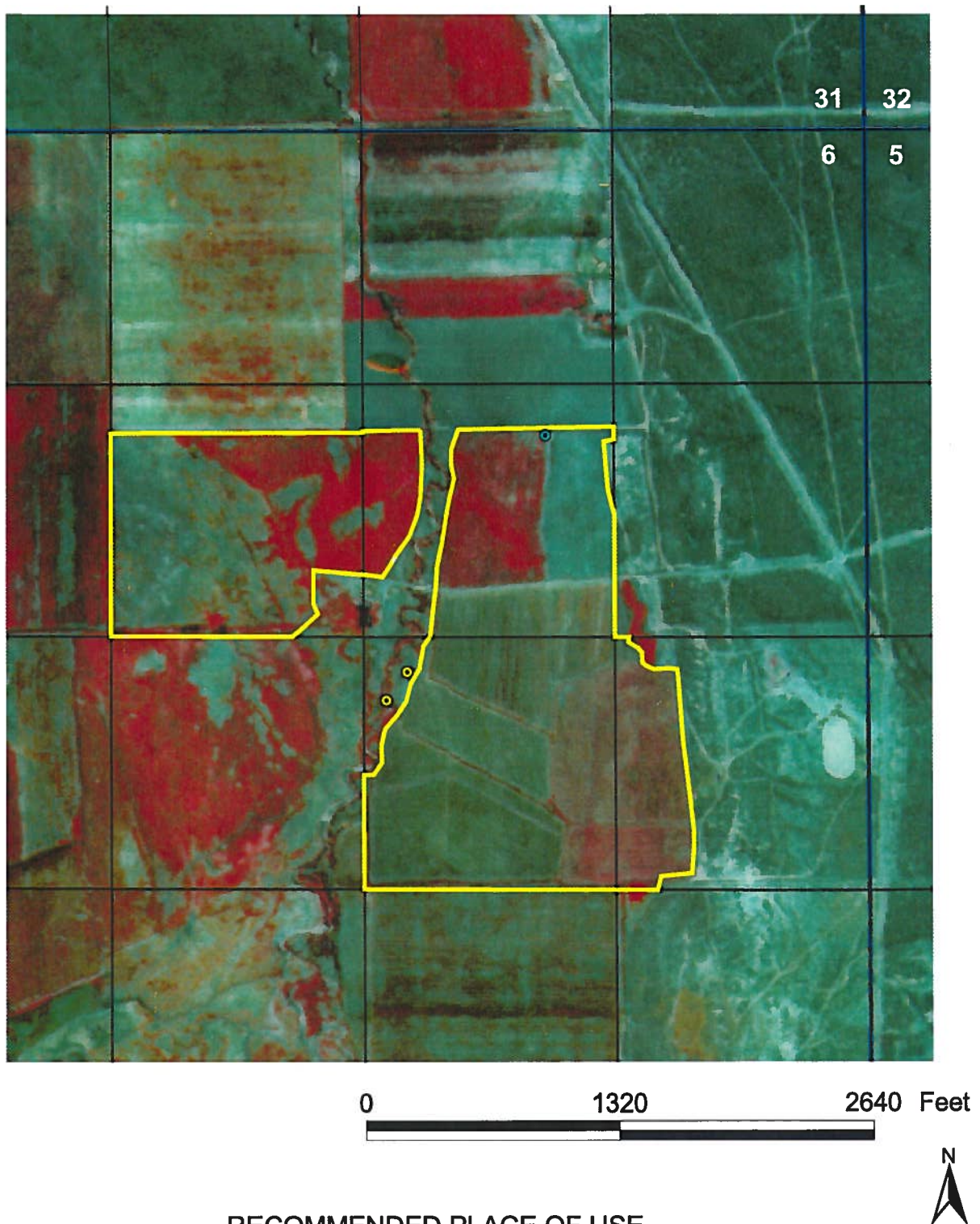
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Water Right 43-4004

43-00188, 43-02290, & 43-04004



RECOMMENDED PLACE OF USE
DATA ENTRY ON DEC. 8, 2000
TWP 13S, RNG 27E, SEC. 6

- Point of diversion
- Place of use
- Quarter-quarter lines
- Section lines

Gis Place of Use Presentation
1987/1988 Napp Photography
Prepared by Jeanie Robertson

A43-00188

3/1/1882

1.4 cfs

140 Ac

- original decreed place of use was on 3 of the 4 claimed tracts
- will limit to recommended acres in those 3 tracts which is 94 acres ($1.4 \text{ cfs} \div 94 = 0.014 \text{ cfs/Ac}$)
- called the point of diversion for this headgate the same as that of 43-00189, even though they may not be ... no map in file?

A43-02290

5/27/1943

0.8 cfs

40 Ac.

- license out of Reft River
- no copy of original license here in office or on fiche
- no copy of licensing field exam on fiche either
- no map in file so called point of diversion same as above (and 43-00189)

A43-04004

4/10/1960

2.5 cfs

140 Ac.

- evidence of priority seems to verify claimed priority date
- no time to do actual field exam (desk-top review only)
- used ASCS map to determine field boundaries
- looks like some acres in '62, '68, & '87 aerials
- arbitrarily placed location of well (no map in file)
- no measurement information received after 2 requests
- theoretical diversion rate = 0.51 cfs
- volume theoretical calculation = 248.4 AF
- GIS of acres = 104
- will recommend theoretical calculations until further information is received

GROUNDWATER MEASUREMENT REQUIREMENT ANALYSIS

FILE: 43-04004
DATE: 4/8/2000
BY: J

THEORETICAL RATE OF FLOW: $Q = \frac{(8.8) \times (\text{H.P.}) \times (\text{EFF.})}{\text{TDH}}$

Q = CFS
H.P. = Total Brake Horsepower of pumping plant (including booster)
EFF. = Pumping plant efficiency (ASSUME 70% OR 0.70)
TDH = total dynamic head = [(LIFT) + (PSI X 2.31)]
LIFT = depth to water in FEET from land surface to pumping water level
PSI = pumping pressure measured in psi near pump (if open discharge assume zero [0])

$$Q = \frac{(8.8) \times (20 \text{ hp}) \times (0.70)}{[(240) + (\dots \times 2.31)]} = 0.51$$

LIFT FROM:	PSI FROM:	NOTES ON PUMP:
measurement ()	measurement ()	Motor Make, Serial or ID
owner (✓)	owner (✓)	
area estimate ()	estimate ()	Pump Make, Serial or ID, rating
well logs (✓)	owner gage ()	
Booster (Y) (N)		

REMARKS

ANNUAL VOLUME ANALYSIS

POTENTIAL Acre Feet/Acre/Annum = $\frac{(\text{DAYS IN SEASON}) \times (1.98) \times (Q)}{(\text{RECOMMENDED ACRES IRRIGATED})}$

(season)	(days)	CV-DV	
5/01-09/30	153	2-3	
4/15-10/15	184	2.5-3.5	POTENTIAL =
4/01-10/31	214	3-4	
3/01-11/30	275	VARIES	
3/15-11/15	246	VARIES	

POTENTIAL = $\frac{246 \times (1.98) \times (0.51)}{104} = 2.38 \rightarrow 248.4 \text{ AF}$

REQUIRED Acre Feet/Acre/Annum = 4
(AF/Ann/Ac irrigation requirement from chart for area)

NOTE that this is NOT Consumptive use

IF POTENTIAL IS GREATER THAN REQUIRED THEN NO MEASUREMENT NECESSARY ()

IF POTENTIAL IS LESS THAN REQUIRED THEN MEASUREMENT IS NECESSARY ()



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

043-04004

GP

February 10, 2000

Second Notice

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

JUSTICE, WOODROW & DOLLY
HC 61 BOX 1014
MALTA ID 83342

RE: Information about historical water diversion flow rate

Dear Wateruser:

This past December IDWR sent a letter to you requesting your assistance in providing information about flow rates from certain diversions (copy attached). These letters are being sent to claimants with identified rights that have not previously been confirmed (measured) either through the licensing process or by decree. IDWR desires to make the most accurate recommendation to the SRBA Court and this requires your participation and cooperation, pursuant Idaho Code §42-1410.

One advantage of providing good, verifiable information to us is that the flow rate that we recommend will be the full measure of your water right as developed. Another benefit is that disputes over the recommendation are minimized. Lastly, documentation for flow rate will likely be dated and may support evidence of priority determination.

In the absence of good information about historical diversion flow rates IDWR may conclude any of three less desirable alternatives:

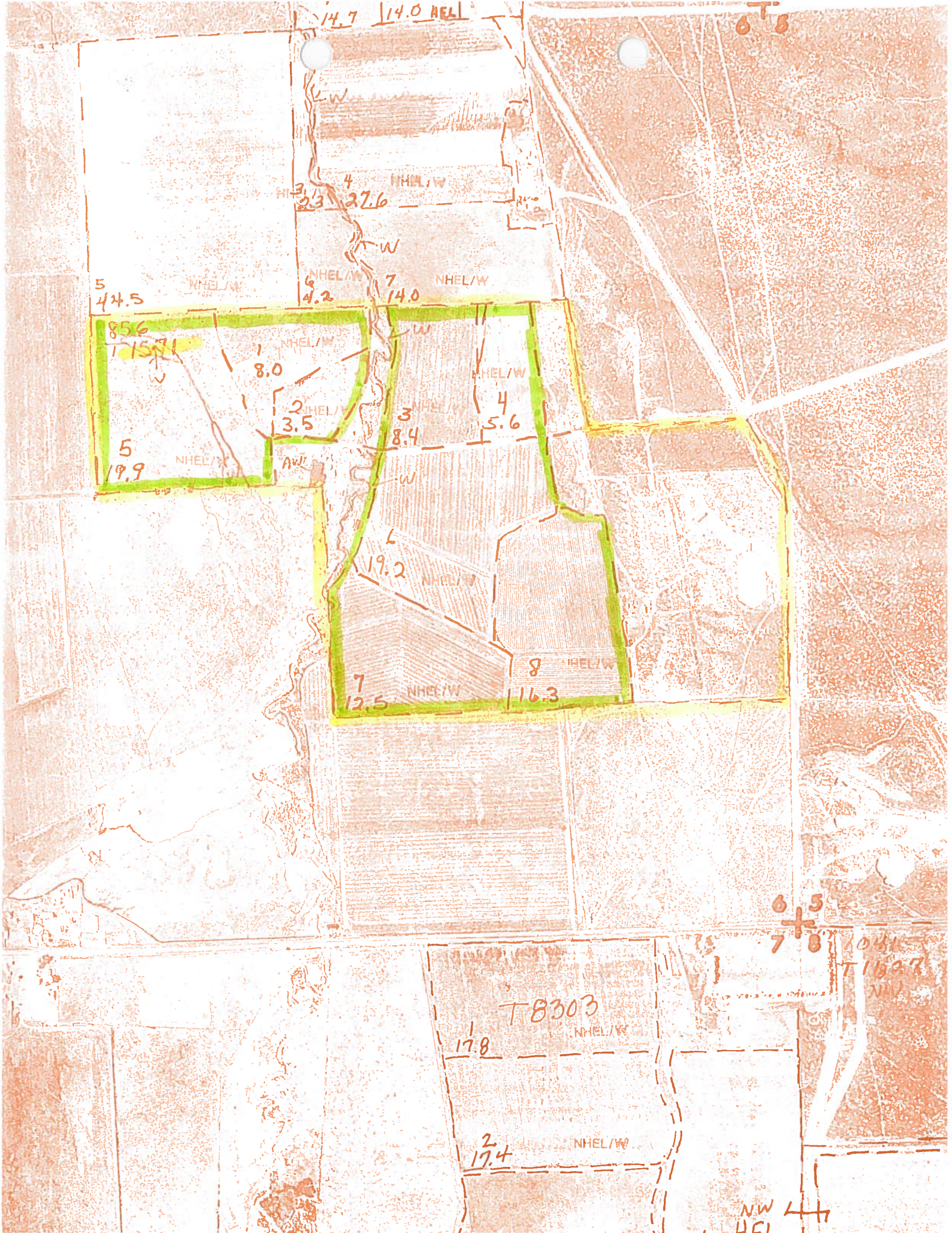
- 1) Recommend disallowal of right.
- 2) Recommend a flow rate limited to a licensed rate, if a licensed diversion is part of the system, but with additional diversion volume if the use and diversion capacity is documented to have occurred before 1963.
- 3) Recommend the right as an expansion in a critical ground water area, §42-1416B I.C., which limits the flow rate AND volume to the licensed quantity. This provision also sets the priority at 6/30/1985, regardless of development date between 1963 and 1985.

Thank you for your attention to this matter and we look forward to your quick response and documentation relating to this request. Water Resource Agents from the department may be contacting you in the near future should field work be required to finalize recommendations. Inquiries related to this diversion rate information request should be made to Scott King or Cindy Bird at (208) 327-7900. Inquiries about other aspects of your claim should be made to the Southern Region Office (208) 736-3033.

Sincerely,

Scott King

Enclosures



16:55:07
12/07/00
9

CLAIM NUMBER: A43-04004

04-81-11-0T 2.500 CFS
3/15-11/15 -----
TOTAL DIVERSION: 2.500 CFS
0.51
Stage: ~~STATUTORY CLAIM~~ 248.4 Beneficial U:

Stage: ~~STATUTORY CLAIM~~

SE

Cond. Code C18
Remarks:
ADU1 E14 104Ar. u/af
QNT E28 .02pts^u_a

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

16:54:57
12/07/00

PAGE: 2
QUICKLOOK INFORMATION

8
CLAIM NUMBER: A43-04004

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

BARCODE UPDATED
WHOM/DATE

R PROOF

CVR

MAPS

PHOTOS

MISC

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
CLAIM TO A WATER RIGHT

Established by Diversion and Application to Beneficial Use

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. The filing of this claim does not confirm the water right but will serve for information purposes only. It may, however, become the basis for future adjudication of the water right by the Court.

(Please refer to the instructions on the back of this form)

1. Name of claimant Richard E. Kossman
post office address Malta, Idaho
2. The point of diversion is in 4 ¹/₄ of 2E ¹/₄ Section 0 Township 13 South.
Range 27 ²/₃ B.M. located on well
(name of source)
tributary to _____ in Cassia County.
3. Dates of priority claimed. List the priority for each separate quantity that you claim. Priority dates should be based upon the earliest diversion of the water which has resulted in continued beneficial use since that time. If there has been an interval of five years or greater when the water was not beneficially used for the same purpose as originally appropriated, the priority that you claim should date from the time that the water was again beneficially applied following the period of non-use.
 - a. Date of priority claimed

<u>April 10, 1960</u>	amount	<u>2.5</u>	c.f.s. or	_____	acre feet
_____	amount	_____	c.f.s. or	_____	acre feet
_____	amount	_____	c.f.s. or	_____	acre feet
Total claimed				c.f.s. or	_____
 - b. Explain the purpose for which the water has been used and the time during the year when you have used the right claimed.

use <u>irrigation</u>	period of use from	<u>4/10/60</u>	to	<u>present</u>	(both dates inclusive)
use <u>irrigation</u>	period of use from	<u>4/1</u>	to	<u>11/1</u>	(both dates inclusive)
use _____	period of use from	_____	to	_____	(both dates inclusive)
use _____	period of use from	_____	to	_____	(both dates inclusive)
4. Description of diverting works
 - a. Surface water diversion dam and/or headgate material is composed of _____, length is _____ feet, height is _____ feet, width at bottom is _____ feet, width at top is _____ feet, explanation, increase in diversion capacity since structure was first built giving dates and estimated capacities if known _____
 - b. Underground water diverting works is well flowing or pumped pumped, depth of well is 240 feet, diameter of well is 147-16 inches, type of pump is deep well turbine, capacity of pump is 1125 g.p.m., name and address of well driller is W. D. Farbrough
Burley, Idaho

Identification No

Claim No

Map No

43 4004

42586

WATION

RIGHT

on to Beneficial Use

may file a claim to a right to use water which
The filing of this claim does not confirm
r, however, become the basis for future adju-

ack of this form)

6 Township 13 South

(name of source)

Jassia County.

tity that you claim. Priority dates should be
d in continued beneficial use since that time.
ter was not beneficially used for the same
ould date from the time that the water was

unt 2.5 c.f.s. or acre feet

unt c.f.s. or acre feet

unt c.f.s. or acre feet

med c.f.s. or acre feet

the time during the year when you have used

to present (both dates inclusive)

to 11/1 (both dates inclusive)

to (both dates inclusive)

to (both dates inclusive)

composed of

h is feet height is feet

feet explain any increase in diversion capac-

ities if known

ped pumped depth of well is

ma down well turbine

operator A. D. Yarbrough

Date: Dec. 14, 1959

V. D. Yarbrough
Malta, Idaho

Log on well. 16"

0-6'

top soil

6-10'

clay

10-70'

Gravel and sand

70-71'

clay

71-150'

sand and gravel

150-151'

clay

151-180'

Gravel and sand; lots of water

180-182'

clay

182-240'

Gravel and sand

43 4004

43 4004

7. Where water is used for stock water, give number of head of stock.
8. Where water is used for domestic or municipal purposes give number of families served.
9. Where water is used for other purposes not above enumerated, give the nature of use, the extent of use, and any details regarding the initiation of the right or subsequent later expansion. Be as specific as possible, giving dates and quantities.

The well now being pumped was drilled to get water where earlier wells dried up the old Raft River springs in this area. This well is really an effort to get water that would be available if some earlier priority wells hadn't been drilled and dried up an older water supply of better priority.

13 4001

BE IT KNOWN that the undersigned hereby makes claim to a water right as described above together with all appurtenant information, and certifies that all statements are true and accurate to the best of his knowledge.

(Date)

State of Idaho

County of Blaine

On this 14th day of July

1968, personally appeared before me the signer(s) of the above statement, who duly acknowledged to me that he (they) executed the same.

(Signature of Claimant)

Notary Public, residing at

May 3, 1971

For Department Use Only

Received by 4 Date 6-18-68

Exception filed by

Forwarded to claimant by

Date

Produced by DeWitt 6-18-68

Fee received by 4 Date 6-17-68 Fee \$10.00

Approved by publication 101 6-26-68

Published by Shultz Date 6-26-68

13 4001

No. _____ if so, give dates and explain

- type of pipe _____ grade of pipe per 1000 feet _____

Please explain any changes or increase in size of conveying system since water was first accumulated, giving date and dimensions if possible.

- total capacity of reservoir is _____ acre feet active capacity of reservoir is _____ acre feet
year construction commenced _____

year construction commenced _____ year completed _____ date first used _____

period of storage is from _____ year completed _____ date first used _____
 to _____ is resorted or drained each year _____

is reservoir on or off stream explain

if feeder canal is used give maximum carrying capacity
location of reservoir by 40-acre subdivisions

location of reservoir by 40-acre subdivisions

has there been any enlargement of the reservoir since it was first built. describe _____, if so, give dates and

describe _____, if so, give dates and

- 6 a. Where water is used for irrigation, describe area irrigated by 40-acre subdivisions and give total acres

[illegible]

Number of acres to be irrigated 125

Number of acres to be irrigated 125