

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 43-4151

WATER RIGHT NUMBER: 43-4151

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WYNN DEWSNUP FAMILY REVOCABLE TRUST 2248 CLEAR LAKE DR SANTA MARIA, CA 93455
Directors Report Owner	WALKHILL RANCH A PARTNERSHIP 2194 HAWKINS RD BOX 2298 MALTA, ID 83342 (208)645-2433
Original Owner	RICHARD L MILLER 6500 S 1600 W HYRUM, UT 84319 (208)645-2416

Priority Date: 03/15/1963

Basis: Beneficial Use

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	1.440 CFS	288.00 AF
	<u>Total Diversion:</u>	1.440 CFS	288.00 AF

Location of Point(s) of Diversion

GROUND WATER	SE1/4NE1/4NW1/4	Sec. 24, Twp 15S, Rge 26E, B.M.
CASSIA County		

Place of UseIRRIGATION Within CASSIA County

T15S R26E S13	NENE	40.0	T15S R26E S13	SWNE	40.0
T15S R26E S13	SENE	40.0	T15S R26E S13	SESW	40.0
T15S R26E S13	NESE	39.0	T15S R26E S13	NWSE	40.0
T15S R26E S13	SWSE	40.0	T15S R26E S13	SESE	32.0
T15S R26E S24	NWNE	34.0	T15S R26E S24	NENW	35.0
T15S R26E S24	NWNW	39.0	T15S R27E S18 Lot 3	NWSW	5.3
Total Acres: 424.3					

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Remarks:

1. Quantity USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1416 AF. COMBINED RIGHT NOS.: 43-2293, 43-13038.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 43-4151 V1

2. Place of Use USE OF THIS RIGHT WITH RIGHT NO. 4 3-2293 IS LIMITED TO THE IRRIGATION OF A
- Irrigation COMBINED TOTAL OF 354 ACRES IN A SINGLE IRRIGATION SEASON.
3. Place of Use USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION
- Irrigation OF A COMBINED TOTAL OF 424 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED
RIGHT NOS.: 43-2292, 43-2293, 43-13038.
4. Place of Use THIS RIGHT IS LIMITED TO THE IRRIGATION OF 7 2 ACRES WITHIN THE PLACE OF USE
- Irrigation DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

Dates and Other Information:

Decreed Date: 06/28/2002
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag:
State or Federal: S
Owner Name Connector:
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 11, 2002

WYNN DEWSNUP FAMILY REVOCABLE TRUST
2248 CLEAR LAKE DR
SANTA MARIA CA 93455

RE: Decreed Water Rights 43-2292, 43-2293, 43-2413,
43-4151, 43-13038

Dear Mr. Dewsnap:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer record of the water right(s) noting the change in owner. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

Trish Fawcett
Technical Records Specialist

enc.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
AUG 21 2002
 Department of Water Resources
 Southern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>43-02293</u>	_____	___	_____	_____	___
<u>43-13038</u>	_____	___	_____	_____	___
<u>~~43-04151~~</u>	_____	___	_____	_____	___
<u>~~43-02292~~</u>	_____	___	_____	_____	___
<u>43-02413</u>	_____	___	_____	_____	___

2. The following **REQUIRED** information must be submitted with this form:

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) WALKHILL RANCH
2194 Hawkins Rd, Box 2298, Malta, Idaho 83342
4. New Owner/Claimant(s) WYNN DEWSNUP FAMILY REVOCABLE TRUST
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 2248 Clear Lake Drive
 City, State and ZIP Code Santa Maria, CA 93455
- New Telephone Number () _____
5. Date you acquired the property August 12, 2002

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)

Wyn R. Deming

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by *[Signature]* AJ Date *12/11/02* WR _____ Date _____

283158

WARRANTY DEED

THIS INDENTURE, made this 12th day of August, 2002, between
WALKHILL RANCH, a partnership, of 2194 Hawkins Road, Box 2298 Malta, ID 83342,
("Grantor"), and THE WYNN DEWSNUP FAMILY REVOCABLE TRUST whose address
is 2248 Clear Lake Drive, Santa Maria, CA 93455, ("Grantee").

WITNESSETH:

The Grantor for and in consideration of the sum of Ten Dollars (\$10.00),
lawful money of the United States of America, and other good and valuable
consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby
acknowledged, has granted, bargained, and sold and by these presents does grant,
bargain and sell, convey and confirm unto the Grantee, and to the heirs and assigns of
Grantee forever, all of the following described real estate situated in the County of
Cassia, State of Idaho, attached hereto on Exhibit A.

SUBJECT TO:

1. Accruing taxes, levies and assessments.
2. Highway Right-Of-Way Deed,
Instrument No. 19185, Cassia
County, Idaho.
3. Agreement to Purchase Power,
Instrument No. 120739, Cassia
County, Idaho.
4. Agreement for Purchase of
Power, Instrument No. 249568,
Cassia County, Idaho.

RECORDED AT THE REQUEST OF
LAND TITLE & ESCRROW

02 AUG 13 PM 4 57

CASSIA COUNTY, IDAHO
DARRELL M. ROSKELLEY
DEPUTY
FEE
12.00
ORDER
8/13/02

5. Agreement for Purchase of Power, Instrument No. 267886, Cassia County, Idaho.
6. Agreement for Purchase of Power, Instrument No. 267887 and 267888, Cassia County, Idaho.
7. And those exceptions listed on the Warranty Deed from Edsil Ivan Darrington, et al. to Walkhill Ranch.

TOGETHER with all and singular the tenements, hereditaments and appurtenances and Water Right numbers, including but not limited to, 43-02293, 43-13038, 43-04151, 43-02292, 43-02413, thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said property as well in law as in equity of the Grantor.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with appurtenances unto the Grantee and to the heirs and assigns of Grantee forever.

The Grantor shall and will warrant and by these presents will forever defend the said premises in the quiet and peaceable possession of the Grantee, and the heirs and assigns of Grantee against all and every person and persons whomsoever lawfully claiming the same, except as aforesaid.

PARSONS, SMITH & STONE, LLP
LAWYERS
BURLEY, IDAHO

PARCEL NO. 1:

TOWNSHIP 15 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 13: SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 24: NW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 18: Lot 3

PARCEL NO. 2:

TOWNSHIP 15 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 23: NE $\frac{1}{4}$ of Section 23, EXCEPTING THEREFROM the following described tract:

Beginning at a point which is 558 feet North of the Southwest corner of said NE $\frac{1}{4}$;
Thence East 849 feet;
Thence North 2082 feet;
Thence West 849 feet;
Thence South 2082 feet to the Point of Beginning.

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: **A43-04151**
Date Received: 3/28/1989
Receipt No: S006701
Received By: _____

**COPY FOR
YOUR FILES**

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

**COPY FOR
YOUR FILES**

1. Name: WALKHILL RANCH A PARTNERSHIP
Address: 2194 HAWKINS RD
BOX 2298
MALTA ID

208-645-2433

83342

2. Date of Priority: APR 1, 1954

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15S	26E	24	SE	NE	NW		CASSIA

5. Description of diverting works:
WELL, PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.440		

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

8. Total consumptive use is 1431.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
15S	26E	13	NE	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			SE	SW		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
15S	26E	13	NE		SE		IRR	40.0
			NW		SE		IRR	40.0
			SW		SE		IRR	40.0
			SE		SE		IRR	40.0
							Section Acres	320.0
		24	NW		NE		IRR	40.0
			NE		NW		IRR	40.0
			NW		NW		IRR	40.0
							Section Acres	120.0
	27E	18	NW		SW	3	IRR	37.0
							Section Acres	37.0
							Total Acres	477.0

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:
A43-02293

14. Remarks:

P/D CHANGED FROM STATUTORY CLAIM TO DESCRIPTION SHOWN ON USGS MAP

5/5/99 TF; OWNERSHIP CHANGED MILLER TO WALKHILL RANCH PER 1409(6)
AND WARRANTY DEED REC'D 3/3/99. WALKHILL RANCH IS A PARTNERSHIP
CONSISTING OF DON WALKER AND DANIEL HILL.

15. Basis of Claim: STATUTORY CLAIM



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

May 5, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

WALKHILL RANCH A PARTNERSHIP
2194 HAWKINS RD
BOX 2298
MALTA ID 83342

RE: SRBA Claim(s) A43-02292, A43-02293, A43-04151

Dear Claimants:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer record of the claim(s) noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Trish Fawcett".

Trish Fawcett
Technical Records Specialist

enc.

RECEIVED

MAR 03 1997

Department of Water Resources
Southern Region

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right Number(s) A43-02292; A43-02293; A43-04151; 43-02293; 43-02292;
Adjudication Claim Number(s) AJ5809WP
2. The following **REQUIRED** information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) RICHARD L. MILLER AND SONIA W. MILLER
6500 South 1600 West, Hyrum, Ut 84319
4. New Owner/Claimant(s) WALKHILL RANCH, A PARTNERSHIP
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address 2194 Hawkins Rd., Box 2298
City, State and ZIP Code Malta, Id 83342
New Telephone Number (208) 645-2433
5. Date you acquired the property 12/5/96
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres actually irrigated 427.0 Number and type of stock 100 HEAD / BEEF COWS
Diversion rate in CFS cubic feet per second Number of homes 1 Other uses
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
WALKHILL RANCH, A PARTNERSHIP
7. Signature of New Owner/Claimant(s) By: [Signature] Date 12/5/96
[Signature] Date
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

246610

WARRANTY DEED

#27740

For Value Received

RICHARD L. MILLER and SONJA W. MILLER, HUSBAND AND WIFE

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

WALKHILL RANCH, A PARTNERSHIP

Address: 2194 HAWKINS RD. BOX 2298, MALTA, ID 83342

Hereinafter called the Grantee, the following described premises situated in CASSIA County, Idaho, to-wit:

**TOWNSHIP 15 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 13: SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 24: NW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$

**TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 18: Lot 3

TOGETHER WITH ALL WATER AND WATER RIGHTS, DITCHES AND DITCH RIGHTS USED THEREON OR APPURTENANT THERETO, INCLUDING BUT NOT LIMITED TO WATER RIGHTS AND LICENSES ISSUED BY THE IDAHO STATE RECLAMATION ENGINEER: WATER RIGHT NO. 43-2292 - LICENSE NO. 19466, WATER RIGHT NO. 43-2293 - LICENSE NO. 19520, WATER RIGHT NO. 43-4151 - CLAIM OF RIGHT; AND TRANSFER APPLICATION NO. 3068.F IN THE OFFICE OF THE IDAHO STATE RECLAMATION ENGINEER (IDAHO STATE DEPARTMENT OF WATER).

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 1996 and subsequent years.

Right of Way Deed from Wm. J. Hawkins to Raft River Highway District a quasi municipal corporation, dated August 5, 1947 and recorded June 19, 1964 as Instrument No. 19185 on Film No. 28, records of Cassia County, Idaho, for highway purposes over and across the South 25 feet of the N $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24, Township 15 South, Range 26 East of the Boise Meridian.

Geothermal Lease and Agreement between Lance Udy and Kristine Udy, husband and wife, individually and as attorney-in-fact for Irene Udy, a widow, as Lessor, and Cordero Mining Company, as Lessee,

dated August 7, 1972 and recorded September 22, 1972 as Instrument No. 65304 on Film No. 78, records of Cassia County, Idaho.

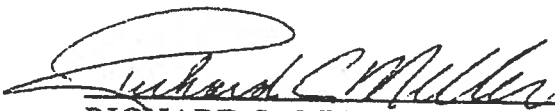
RATIFICATION of said Geothermal Lease and Agreement, recorded December 14, 1972 as Instrument No. 66819 on Film No. 79, records of Cassia County, Idaho. ASSIGNED TO: Sun Oil Company, a Delaware corporation, by an Assignment dated March 23, 1973 and recorded April 2, 1973 as Instrument No. 69080 on Film No. 81, records of Cassia County, Idaho.

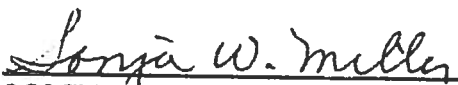
ASSIGNED TO: Sunoco Energy Development Co., a Delaware corporation, by an Assignment from Sun Oil Company (Delaware), a Delaware corporation, dated September 19, 1975 and recorded October 30, 1975 as Instrument No. 86469 on Film No. 98, records of Cassia County, Idaho.

Agreement for Purchase of Power between Raft River Rural Electric Cooperative, Inc., as Seller, and Irene Udy and Lance Udy, Consumers, dated April 1, 1968 and recorded October 17, 1979 as Instrument No. 120739 on Film No. 129, records of Cassia County, Idaho, covering N $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 24, Township 15 South, Range 26 East of the Boise Meridian.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 6, 1996


RICHARD L. MILLER


SONJA W. MILLER

LAND TITLE & ESCROW

1996 DEC 18 P 4:52

CASSIA COUNTY, IDAHO
DARRELL M. ROSKELLEY
RECORDER

FILM

283

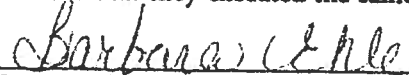
RECORDED AT THE REQUEST OF
LAND TITLE & ESCROW

STATE OF IDAHO)
COUNTY OF CASSIA) ss.

On this 18 day of December, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD L. MILLER and SONJA W. MILLER, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

BARBARA EHLE
☆ NOTARY PUBLIC ☆
STATE OF IDAHO

RESIDING AT BURLEY, ID
MY COMMISSION EXPIRES 6-12-97


Notary Public

Residing at: Burley, Idaho

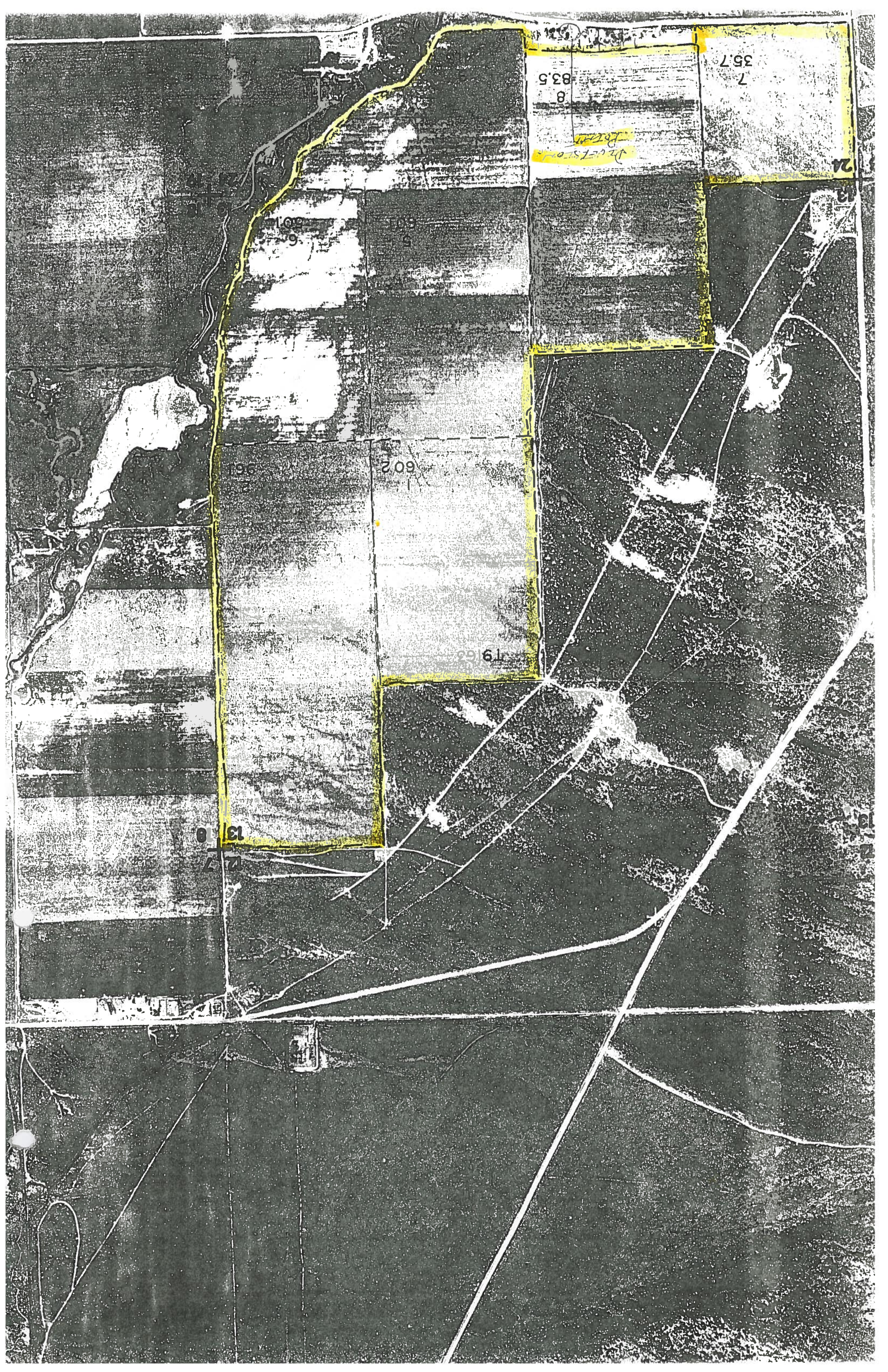
My Commission expires:

6-12-97

246610

15S27E

06 LT04	06 LT03	06 LT02	06 LT01	05 LT04	05 LT03	05 LT02	05 LT01	04 LT04	04 LT03	04 LT02	04 LT01	03 LT04	03 LT03	03 LT02	03 LT01	02 LT04	02 LT03	02 LT02	02 LT01	01 LT04	01 LT03	01 LT02	01 LT01
06 LT05	06 SE04	06 SE03	06 SE02	05 SE04	05 SE03	05 SE02	05 SE01	04 SE04	04 SE03	04 SE02	04 SE01	03 SE04	03 SE03	03 SE02	03 SE01	02 SE04	02 SE03	02 SE02	02 SE01	01 SE04	01 SE03	01 SE02	01 SE01
06 LT06	06 NE04	06 NE03	06 NE02	05 NE04	05 NE03	05 NE02	05 NE01	04 NE04	04 NE03	04 NE02	04 NE01	03 NE04	03 NE03	03 NE02	03 NE01	02 NE04	02 NE03	02 NE02	02 NE01	01 NE04	01 NE03	01 NE02	01 NE01
06 LT07	06 SE05	06 SE04	06 SE03	05 SE05	05 SE04	05 SE03	05 SE02	04 SE05	04 SE04	04 SE03	04 SE02	03 SE05	03 SE04	03 SE03	03 SE02	02 SE05	02 SE04	02 SE03	02 SE02	01 SE05	01 SE04	01 SE03	01 SE02
07 LT01	07 NE05	07 NE04	07 NE03	06 NE05	06 NE04	06 NE03	06 NE02	05 NE05	05 NE04	05 NE03	05 NE02	04 NE05	04 NE04	04 NE03	04 NE02	03 NE05	03 NE04	03 NE03	03 NE02	02 NE05	02 NE04	02 NE03	02 NE02
07 LT02	07 SE05	07 SE04	07 SE03	06 SE05	06 SE04	06 SE03	06 SE02	05 SE05	05 SE04	05 SE03	05 SE02	04 SE05	04 SE04	04 SE03	04 SE02	03 SE05	03 SE04	03 SE03	03 SE02	02 SE05	02 SE04	02 SE03	02 SE02
07 LT03	07 NE05	07 NE04	07 NE03	06 NE05	06 NE04	06 NE03	06 NE02	05 NE05	05 NE04	05 NE03	05 NE02	04 NE05	04 NE04	04 NE03	04 NE02	03 NE05	03 NE04	03 NE03	03 NE02	02 NE05	02 NE04	02 NE03	02 NE02
07 LT04	07 SE05	07 SE04	07 SE03	06 SE05	06 SE04	06 SE03	06 SE02	05 SE05	05 SE04	05 SE03	05 SE02	04 SE05	04 SE04	04 SE03	04 SE02	03 SE05	03 SE04	03 SE03	03 SE02	02 SE05	02 SE04	02 SE03	02 SE02
18 LT01	18 NE05	18 NE04	18 NE03	17 NE05	17 NE04	17 NE03	17 NE02	16 NE05	16 NE04	16 NE03	16 NE02	15 NE05	15 NE04	15 NE03	15 NE02	14 NE05	14 NE04	14 NE03	14 NE02	13 NE05	13 NE04	13 NE03	13 NE02
18 LT02	18 SE05	18 SE04	18 SE03	17 SE05	17 SE04	17 SE03	17 SE02	16 SE05	16 SE04	16 SE03	16 SE02	15 SE05	15 SE04	15 SE03	15 SE02	14 SE05	14 SE04	14 SE03	14 SE02	13 SE05	13 SE04	13 SE03	13 SE02
	18 NE05	18 NE04	18 NE03	17 NE05	17 NE04	17 NE03	17 NE02	16 NE05	16 NE04	16 NE03	16 NE02	15 NE05	15 NE04	15 NE03	15 NE02	14 NE05	14 NE04	14 NE03	14 NE02	13 NE05	13 NE04	13 NE03	13 NE02
18 LT04	18 SE05	18 SE04	18 SE03	17 SE05	17 SE04	17 SE03	17 SE02	16 SE05	16 SE04	16 SE03	16 SE02	15 SE05	15 SE04	15 SE03	15 SE02	14 SE05	14 SE04	14 SE03	14 SE02	13 SE05	13 SE04	13 SE03	13 SE02
18 LT01	18 NE05	18 NE04	18 NE03	17 NE05	17 NE04	17 NE03	17 NE02	16 NE05	16 NE04	16 NE03	16 NE02	15 NE05	15 NE04	15 NE03	15 NE02	14 NE05	14 NE04	14 NE03	14 NE02	13 NE05	13 NE04	13 NE03	13 NE02
18 LT02	18 SE05	18 SE04	18 SE03	17 SE05	17 SE04	17 SE03	17 SE02	16 SE05	16 SE04	16 SE03	16 SE02	15 SE05	15 SE04	15 SE03	15 SE02	14 SE05	14 SE04	14 SE03	14 SE02	13 SE05	13 SE04	13 SE03	13 SE02



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: A43-04151
Date Received: 3/28/1989
Receipt No: S006701
Received By: Sac

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RICHARD L. MILLER 801-245-3815
Address: 6500 S. 1600 W.
HYRUM, UT 84319

2. Date of Priority: APR 01, 1954

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
15S	26E	24	SE	NE	NW		CASSIA

5. Description of diverting works:
WELL, PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.440		

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

8. Total consumptive use is 1431.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15S	26E	13	NE	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			SE	SW		IRR	40.0

A43-04151

Page 1

Date: 03/28/89

MICROFILMED

MAR 04 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15S	26E	13	NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
						Section Acres	320.0
		24	NW	NE		IRR	40.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
						Section Acres	120.0
	27E	18	NW	SW	4	IRR	37.0
						Section Acres	37.0
						Total Acres	477.0

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:
A43-02293

14. Remarks:
P/D CHANGED FROM STATUTORY CLAIM TO DESCRIPTION SHOWN ON USGS MAP

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): Richard L. Miller Date: 3/29/89
_____ Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 28th day
of March 19 89 Steve O'Connell
Notary Public

Seal

Residing at Twin Falls
My Commission Expires Dec 7, 1994

CONVERSATION MEMORANDUM

NAME OF PARTY RICHARD MILLER

DATE JAN. 15, 1991

EMPLOYEE: LORI WHITE

FILE A43-02293, 04151

RE: 10:00 AM Mr. Miller expressed concern over the adjudication filings of a
neighbor named Mr. Stewart. Mr. Miller bought his property from Mr. Stewart with
the understanding that he (Miller) also obtained the 4 wells and the entire flow
rate licensed and claimed for those well to be used on his property only. The problem
is that Mr. Stewart kept some of the property that was on the original license and
claim. He has filed on some of the flow rate of Miller's 4 wells for his property also.
Mr. Miller said that Stewart uses 3 other wells for those acres now and has been
doing so since 1975. Mr. Miller was going to try to produce some evidence of the
water agreement between him and Stewart.

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MAR 04 1993



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

A43-04151
RICHARD L. MILLER
6500 S. 1600 W.

HYRUM

UT 84319

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

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MAR 04 1993



**Raft River Rural
Electric Cooperative, Inc.**

250 North Main
P.O. Box 617
Malta, ID 83342
Telephone: 208-645-2211
FAX: 208-645-2300

RECEIVED

FEB 03 1992

Department of Water Resources
Southern Region Office

TO WHOM IT MAY CONCERN:

I hereby certify that the annexed instrument is a true and correct copy of the original held in microfilm at Raft River Rural Electric Cooperative, Inc. in Malta, Idaho.

Service Number 2803

January 24, 1992

Date

Roseella Teddo
Notary Public

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MAR 04 1993

2883

UDY Bros.
c/o Earl Udy
Malta, Idaho

MINIMUM 40 HP (10,000) X 10

METER RECORD

Meter No. 33401-188

Meter No.

Date In April 25, 1958

Date Out

Meter
Reading 5710

Meter
Reading

Date In

Date Out

Meter
Reading

Meter
Reading

METER READING	USED	NET CHARGE	METER CARD	PENALTY ARREARS	AMOUNT PAID	DATE	BALANCE DUE
BROUGHT FORWARD							
JAN.							
FEB.							
MARCH							
APRIL 13	103*	1030		52		APR 30 58 MAY 19 58	1838
MAY 150	2337*	12022	1082	901	\$10005	MAY 31 58 JUN 19 58 JUN 23 58	19104 20005 10005
JUNE 749	1640*	13804	10000	694		JUN 30 58 JUL 17 58	23894 24588
JULY 2127	2328*	17958	24588	898		JUL 31 58 AUG 19 58	42556 44454
AUG. 3271	1144*	10854	43454	543		AUG 30 58 SEP 18 58	54348 54891
SEPT.							
OCT.							
NOV.							
DEC.							

Meter disconnected November 4, 1958 Reading 3271

75,410 617.78
320.00
937.78

5229.77 APR 8 59
0329.82 APR 14 59

5527
366
55573
366
55959
52982
00

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56.
244
381

2803

NAME UDY, Orville		S. No. 27-170-932		FIRST READING 9140		ACCOUNT NO.					
ADDRESS Malta, Idaho		FIRST DATE April 20, 1951		DELINQUENT DATE		DELINQUENT RATING					
READING DATE		50 HP \$100.00		DELINQUENT DATE		DELINQUENT RATING					
DATE	METER READING		X 10		NET BILL	PENALTY	GROSS BILL	CREDIT OR ARREARS	AMOUNT PAID	DATE PAID	BALANCE
	PRESENT	PREVIOUS									
4-20	5239	5140	153H		1530	80	1678H		15900	JUN 11	00H
4-20	11063	92990	1764H		14584	729	15513H		153130	14	00H
4-20	1737	10630	1674H		14044	702	14746H		58490	28	6847H
4-20	2967	27370	1230H		11360	569	11949H		68970	15	00H
4-20	2752	39670	1765H		14710	736	15446H		39810	15	7399H
4-20	625	57320	73H		173	7	18076		150590	27	7050H
									27800	15	00H
Meter disconnected November 5, 1951 S. No. 27-170-932 Reading 5826											

RAFT RIVER ELECTRIC COOPERATIVE, INC.

[illegible]

0000
FIRST READING

524-23004

FIRST DATE June 20, 1949

DELINQUENT DATE

CELLING LIGHT PLAYS

2121 10 70 102.16

DATE	PAYMENT	PREVIOUS	CASH USED	NET BILL	PENALTY	GROSS BILL	CREDIT OR ARREARS	AMOUNT PAID	DATE PAID	BALANCE
Orville May	Full Balance of 120.00 on Prepaid Charge	50.00	50.00	70.00	3.50	73.50	0.00	0.00	11-10-52	73.50
May 20	50.00	50.00	50.00	20.00	0.50	20.50	0.00	0.00	11-10-52	53.00
May 20	121.00	50.00	71.00	71.00	3.50	74.50	0.00	0.00	11-10-52	0.00
May 20	21.00	121.00	0.00	21.00	4.95	25.95	0.00	0.00	11-10-52	25.95
May 20	1.00	22.00	21.00	1.00	1.00	2.00	0.00	0.00	11-10-52	23.95
May 20	1.00	23.00	22.00	1.00	1.00	2.00	0.00	0.00	11-10-52	21.95
May 20	1.00	24.00	23.00	1.00	1.00	2.00	0.00	0.00	11-10-52	19.95
May 20	1.00	25.00	24.00	1.00	1.00	2.00	0.00	0.00	11-10-52	17.95
May 20	1.00	26.00	25.00	1.00	1.00	2.00	0.00	0.00	11-10-52	15.95
May 20	1.00	27.00	26.00	1.00	1.00	2.00	0.00	0.00	11-10-52	13.95
May 20	1.00	28.00	27.00	1.00	1.00	2.00	0.00	0.00	11-10-52	11.95
May 20	1.00	29.00	28.00	1.00	1.00	2.00	0.00	0.00	11-10-52	9.95
May 20	1.00	30.00	29.00	1.00	1.00	2.00	0.00	0.00	11-10-52	7.95
May 20	1.00	31.00	30.00	1.00	1.00	2.00	0.00	0.00	11-10-52	5.95
May 20	1.00	32.00	31.00	1.00	1.00	2.00	0.00	0.00	11-10-52	3.95
May 20	1.00	33.00	32.00	1.00	1.00	2.00	0.00	0.00	11-10-52	1.95
May 20	1.00	34.00	33.00	1.00	1.00	2.00	0.00	0.00	11-10-52	0.00

Discontinued - 5-27-170-932 Reading 2620

1950

Name of Criminal	Alvin	HP	Criminal	Aug 11	1950	241
						115

MICROFILMED

MAR 04 1993

Alvin	40	32000	62202	94992
-------	----	-------	-------	-------

AGREEMENT FOR PURCHASE OF POWER

AGREEMENT made April 20, 1951, between
Raft River Rural Electric Cooperative, Inc. (hereinafter called
the "Seller"), and Frank H. Hays
(hereinafter called the "Consumer"), a corporation, partnership,
individual (strike inapplicable designations).

WITNESSETH:

The seller agrees to sell and to deliver to the Consumer, and
the Consumer agrees to purchase and receive from the Seller all of the
electric power and energy which the Consumer may need at _____
Bugs, Idaho up to 40 KVA, upon the following
terms:

1. Service Characteristics

Service hereunder shall be alternating current, 3
phase, sixty cycles, 220 volts.

2. Payment

a. The Consumer shall pay the Seller for service hereunder
at the rates and upon the terms and conditions set forth in Schedule
I attached to and made a part of this agreement. Notwithstand-
ing any provision of the Schedule, however, the minimum charge per
HP shall be \$ 8.00 or \$320.00

b. Bills for service hereunder shall be paid at the office
of the Seller in _____ State of Idaho monthly within
fifteen days after the bill is mailed to the Consumer. If the Con-
sumer shall fail to pay any such bill within such fifteen day period,
the Seller may discontinue service hereunder by giving fifteen day's
notice in writing to the Consumer.

c. The Consumer agrees that if, at any time, the rate under
which the Seller purchases electric energy at wholesale is modified,
the Seller may make a corresponding modification in the rate for
service hereunder. If the rate is increased thereby the Consumer
shall then have the option of cancelling this agreement and dis-
continuing service.

3. Continuity of Service

The Seller shall use reasonable diligence to provide a con-
stant and uninterrupted supply of electric power and energy; but if
such supply shall fail or be interrupted, or become defective through
acts of God, or the public enemy, or by accident, strike, labor troubles
or by action of the elements, or inability to secure rights-of-way, or
other permits needed, or for any other cause beyond the reasonable
control of the seller, the Seller shall not be liable therefore.

4. 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 bylaws of the Seller and by such rules and regulations as may from time to time be adopted by the Seller.

5. Term

This agreement shall become effective on the date service is first delivered hereunder by the Seller to the Consumer, and shall remain in effect for a period of 1 years and thereafter until terminated by either party giving to the other 3 months notice in writing.

6. Succession

This agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

7. Service Charge

To the amount of the bill as computed under the attached Schedule I, there shall be added an annual service charge of _____. The amount of this service charge is included in the minimum charge of _____, per year specified in paragraph 2.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives all as of the day and year first above written.

Seller

By _____
President

Attest:

Secretary

Onville Rudy

Consumer

By _____
Title of Officers

Secretary

If other than president, vice-president, partner or owner, a power of attorney must accompany contract.

195790

INDEXED

AGREEMENT FOR ELECTRIC SERVICE

(IRRIGATION)

THIS AGREEMENT, made this 24th day of May, 19 88,
between RAFT RIVER RURAL ELECTRIC COOPERATIVE, INC., an Idaho rural electric
Cooperative of Malta, Cassia County, Idaho 83342, hereinafter called "Seller", and
Richard L. Miller

of P.O. Box 172, 6500 So 1600 W, Hyrum, UT. 84319,

hereinafter called "Consumer",

WITNESSETH:

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase from Seller, upon the terms and conditions hereinafter set forth, electric power and energy for the use upon, and connection with, the following described property located in the County of Cassia, State of Idaho, to-wit:
N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 27, Township 15 South Range 26 East, Boise Meridian
Well location: NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27 as above described.

1. Service Characteristics and Indemnity.

(a) Service hereunder shall be alternating current, three (3) phase, three(3)
wire, sixty cycles, 480 volts. HP 150

(b) The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other electrical source of power and shall not sell electric power and energy purchased hereunder.

(c) The Consumer shall cause all premises covered by this agreement to become and remain wired in accordance with all applicable wiring codes.

(d) The Consumer shall be responsible for and shall indemnify the Seller against any injury, loss or damage resulting from defects in, or improper use or maintenance of the Consumer's premises, wiring or any other apparatus connected thereto. In no event shall the responsibility of the Seller extend beyond the point at which the Consumer's service wires are attached to the transformer pole or pad mount transformer.

2. Payment.

(a) The Consumer shall pay the Seller for service hereunder, at the rates and upon the terms and conditions set forth in Schedule "C", which has been

furnished to the consumer. Notwithstanding any provision of the schedule, and irrespective of Consumer's requirements, the Consumer shall pay to the Seller not less than \$750.00 per year for service, or for having service available hereunder, during the term hereof, provided however, the Seller shall make available electric power and energy hereunder on or before June 15, 19 88.

(b) The initial billing period shall start when Consumer begins using electric power and energy, or at the commencement of the season next following the date the Seller notifies the Consumer in writing that service is available hereunder, whichever shall occur first.

(c) The Consumer agrees that if, at any time, Seller adopts approved rate changes, a new schedule shall be given to Consumer for each rate change, and Consumer shall thereafter pay for service hereunder according to said new schedules, including new annual minimum charges.

(d) Bills for service hereunder shall be paid at the office of the Seller at 250 North Main, Malta, Cassia County, Idaho 83342. Such payments shall be due upon receipt of the Seller's billing, and shall become delinquent on the first day of the month following the mailing of the billing by the Seller to the Consumer.

(e) All bills rendered for service hereunder shall be accruing liens upon the hereinabove-described real property, enforceable as general liens under the laws of the state where said real property is located; and all covenants and agreements contained in this agreement, including the covenant of the Consumer to pay all bills for service hereunder, shall constitute covenants running with the title to said above-described property, providing a fully executed copy of this agreement has been recorded in the county where said property is located.

(f) Subsequent owners and encumbrancers, other than those who have actual notice, shall be charged with constructive notice of only those charges, and accruing interest thereon, which have been set forth in a certification by a representative of the Seller, which also sets forth the name of the person or entity incurring the charges, and the legal description of the real property charged.

(g) In addition to any other remedies Seller has to collect for services rendered hereunder, and in connection therewith, or independently thereof, if the Consumer shall fail to make any such payment within fifteen days after such payment is delinquent, the Seller may discontinue service to the Consumer as per notice given on the monthly billing, and Consumer specifically understands and agrees that such discontinuance of service pursuant to the provisions of this agreement may occur at a time when agricultural crops are still growing and unmaturing, and that persons and other real and personal property using said electric energy may be adversely

affected by such discontinuance of service.

Furthermore, such discontinuance of service shall not relieve the Consumer of any of its obligations under this agreement. Once service has been discontinued, regardless of who might request service, Seller shall not be obligated to thereafter resume service to said real property until all bills for service hereunder, together with accrued interests and costs, including reasonable attorneys' fees, if necessary, have been paid in full.

Notwithstanding any other provision in this agreement, it is specifically understood and agreed that before Seller shall energize any pumping facilities at the commencement of each farming season, Seller may require that Consumer deliver to the Seller a valid letter of credit or letter of guarantee, acceptable to Seller, by a responsible financing institution in behalf of Consumer, guaranteeing Seller, in advance of the irrigation season, that all bills for the electric energy and minimum charges incurred by the provisions of this agreement, shall be paid by the fifteenth day of the month following the rendition of the bill by Seller, or on the next business day, if the fifteenth day of the month falls on a holiday, a Saturday or a Sunday. Failure to produce such letter shall be grounds for refusal on the part of Seller to furnish electric energy to Consumer.

3. Membership.

The Consumer shall become a member of the Seller prior to receiving electric service from the Seller, shall abide by the provisions of its Articles of Incorporation and By-Laws, shall pay the membership fee, and shall be bound by such statements of policy, rules and regulations as may from time to time be adopted by the Seller.

4. Continuity of Service.

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of Seller, the Seller shall not be liable therefor or for damages caused thereby.

5. Right of Access.

Duly authorized representatives of the Seller shall be permitted to enter the Consumer's premises at all reasonable times in order to carry out the provisions hereof.

6. Term.

This agreement shall become effective on the date first above written and shall remain in effect until eight (8) years following the start of the initial billing period, and thereafter until terminated by either party giving to the other four (4) months' notice in writing, PROVIDED HOWEVER, that if this agreement is terminated by the Consumer prior to eight (8) years after the start of the initial billing period hereunder, Consumer will pay to Seller a termination charge of \$6,000.00 less \$750.00 for each full year of service rendered hereunder prior to termination. If this agreement is terminated after eight (8) years, the minimum as provided for under Schedule "C" shall apply.

7. Costs of Facilities to Provide Service.

Costs of constructing facilities to provide services to Consumer shall be governed by the provisions of Seller's "Line Extension Policy" (General Policy No. 402.), which has been furnished to the Consumer. Said policy may be amended from time to time by the Board of Directors of Seller.

(a) Consumer Participation Payment.

The Consumer shall pay to the Seller prior to the commencement of construction of such facilities the sum of \$_____ as a consumer's participation payment based on the cost of the facilities required to make service available to the Consumer. No refund shall be made to the Consumer of any portion of the Consumer participation payment.

The balance of the Consumer participation payment is \$_____, which shall be paid in seven equal annual amortized installments of principal and interest, each in the sum of \$_____, payable on December 1 of each year during the term, with the first payment due and owing on December 1, 19____.

(b) Service Charge. Service charges on delinquent accounts are chargeable pursuant to the said rate schedule referred to above and which may be changed from time to time by the Board.

8. Attorneys' Fees.

Consumer agrees to pay all costs and reasonable attorneys' fees incurred by Seller in enforcing the provisions of this agreement and particularly in the collection of all sums charged by Seller for services rendered to Consumer.

9. Succession and Approval.

This agreement shall be binding upon, and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto;

and upon subsequent owners and encumbrancers of all of, or portions or interests in, the above-described property.

IN WITNESS WHEREOF, the parties hereto, having read this agreement in its entirety and fully understanding its contents, have executed the same, all as of the day and year first above written.

RAFT RIVER RURAL ELECTRIC COOPERATIVE, INC.

By: Golden F. Gardiner
Golden F. Gardiner Manager

ATTEST:

By: Janet Tolley
Janet Tolley, Asst. Sec. Board

I acknowledge that I have read the within agreement fully and understand its contents to my satisfaction.
(For individual & wife, if Consumer has wife)

Richard L. Miller
Richard L. Miller

(For corporation as a Consumer)

By: _____
Its _____ President

ATTEST:

By: _____

(For partnership as a Consumer)

Partner

Partner

STATE OF IDAHO)
)ss
County of Cassia)

On this 26th day of May, 19 88 before me, the undersigned, a Notary Public in and for said State, personally appeared Golden F. Gardiner and Janet Tolley, known to me to be the authorized representative(s), of RAFT RIVER RURAL ELECTRIC COOPERATIVE, INC. whose name(s) is/are subscribed to the within instrument and acknowledged to me that said 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.

Borg Borch
Notary Public for Idaho - Raft River Elec.
Residing at Malta, Idaho
My Commission expires: 10-15-91

(INDIVIDUAL NOTARY)

STATE OF IDAHO)
County of Cassia) ss.

On this 25th day of May, 1988 before me, the under-
signed, a Notary Public in and for said State, personally appeared _____
Richard L. Miller, known to me to be the
person(s) whose name(s) is/are 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.

Boyd Boock
Notary Public for Idaho
Residing at Malta, ID.
My Commission expires: 10-15-91

(CORPORATION NOTARY)

STATE OF _____)
County of _____) ss.

On _____ day of _____, 19_____, _____
_____, personally appeared before me, who being by me duly
sworn (or affirmed), did say, that he/she is the President, (or other officer or
agent as the case may be) of _____
and that said instrument was signed in behalf of said Corporation, by authority
of its By-Laws (or resolution of the Board of Directors, as the case may be),
and said acknowledged to me, that said Corporation executed the same.

Notary Public for _____
Resides at _____
My Commission expires: _____

RECORDED AT THE REQUEST OF
FILM 199
JUN 2 11 42 AM '88
CASSIA COUNTY, IDAHO
FRANK B. KEARNS
RECORDER
FEE \$800 DEPUTY KL
KL: Malta

AGREEMENT FOR PURCHASE OF POWER

THIS agreement, made this 1st day of April, 19 68 between the

Raft River Rural Electric Cooperative, Inc., hereinafter called the Seller, and
Irene Udy/Lance Udy

----- 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 $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 24, Township 15 South, Range 26 East,
of the Boise Meridian. And has a well on the NW $\frac{1}{4}$ NE $\frac{1}{4}$
of Section 24 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 50/125 HP 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 (8) years from the date of this contract.

1. Service Characteristics

The electrical energy to be furnished under this contract shall be alternating current, three (3) phase, sixty cycle, 2480 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 C 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 C shall not equal \$ 320.00 to be paid during any irrigation season, then the Consumer agrees to pay to the Seller a minimum charge of \$ 320.00 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 to do so.

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 C herein before referred to.

4. Continuity of Service

The Seller shall use reasonable diligent 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 (8) years and thereafter until terminated by either party giving to the other four (4) 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.

121739

Form C-153-1
Page 3

RECORDED AT THE REQUEST OF
Lance Udy
FILM 127

OCT 17 1 13 PM '79

CASSIA COUNTY, IDAHO
FRANK B. KEARNS
RECORDER

SEE 600 DEPUTY LD
h.s. Malta

Irene Udy
(Consumer) Irene Udy

By Lance Udy Lance Udy
RAFT RIVER RURAL ELECTRIC COOPERATIVE, INC.

By Golden F. Gardiner
(Manager)

STATE OF IDAHO)
) ss
County of Cassia)

On this 2nd day of October, 1979, before me, the undersigned,
a Notary Public in and for said State, personally appeared _____
Golden F. Gardiner, 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 acknowledge 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.

[Signature]
Notary Public for the State of Idaho,
residing at Malta, Idaho.
My Commission Expires Life Term

STATE OF IDAHO)
) ss
County of Cassia)

On this 2nd day of October, 1979, before me, the under-
signed, a Notary Public in and for said State, personally appeared _____
Irene Udy/Lance Udy, 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.

[Signature]
Notary Public for the State of Idaho
residing in Malta, Idaho
My Commission Expires Life term

SCHEDULE C
Irrigation and Soil Draining Pumping Ser-
vice.
SEASON CHARGES
Annual Charge:
\$1.00 per KW of Seasonal Billing Demand
for each month of the season starting
with the month in which service is re-
quested and ending with the last month
of the season.
Monthly Charge:
Demand Charge - \$1.00 per KW of Monthly
Billing Demand.
Energy Charge - 0.5c per kWh.
Minimum Charge:
The minimum charge shall be the Annual
Charge and will be due and payable at the
beginning of the irrigation season. Dur-
ing the irrigation season if the consum-
er requests service to be discontinued
the Cooperative will refund to the con-
sumer \$1.00 per KW of the Second Billing
Demand for each REMAINING month of the
irrigation season subject to an adjust-
ment for bills in arrears.
Off-Season Charge:
Service during the off-season (November
through March, inclusive) will be billed
under the applicable general service rate.
Late Fee: 1 1/2 per month of the total net
bill.

IN THE MATTER OF

A43-04151
AFFIDAVIT

RECEIVED

FEB 03 1992

Department of Water Resources
Boise, Idaho

State of Idaho

County of _____

I, Richard Lance Udy

being first duly sworn,

deposes and says: I, Richard Lance Udy having resided on the farm
in Bridge, Idaho utilizing water rights #A43-04151 & A43-02293 from
1970-1986. Then from 1975 on I owned and operated the farm until
my sale to Richard Miller in December 1988. I have personal
knowledge of the full use of 4.90 C.F.S. on the farm for irrigation
on the 489 acre farm. I submitted the statutory claim A43-04151 for
the water which to the best of my knowledge has continually been
utilized on the land reflected on the water right since April 1954.

Richard Udy
(signature)

Subscribed and sworn to before me this 29th day of January 19 92.

Barbara Anderson
(notary public)

Residing at Altier, Idaho

My commission expires 7-23-93

MAR 04 1992

Udy J & K
Pumps

M 43-04151

POST PUMP TEST FORM
Bonneville Power Administration

Page PT 1

A. PUMP NUMBER: 1; Use: 1
(Pages PT 1-PT 6 must be

B. NAMEPLATE MOTOR DATA

1. Make: U.S.
2. Frame No. _____
3. Rated hp: 150
4. Rated Voltage: 460
5. Rated Amperage: 172
6. rpm: 1770
7. Meter No. 41-495-

D. POWER INPUT DATA

1. Disc Revolutions: _____
2. Meter Constant (K_h): _____
3. CTR: *
4. PTR: *
5. Time: _____
6. Line Volts: 1-2 430
7. Amperage: 1 120
8. Power Factor: 1 95

E. FLOW AND PRESSURE DATA

1. Measurement Device: Collins
2. Inside Pipe Diameter: 9.75 inches; How Determined: _____
3. Pipe Material: X Steel, _____ Aluminum, _____ PVC, or _____ Other
4. Device Reading: 8.37, 8.35, 8.33, 8.31
5. Pressure: 70 psi

F. PUMPING WATER LEVEL

1. Centrifugal:
 - a. Suction Lift _____ ft
 - b. (or Gage reading _____ in Hg)
 - c. Suction Head _____ ft
 - d. (or Gage reading _____ psi)(For centrifugal pumps, pumping water level to pump centerline.)
2. Turbine:
(Pumping water level to gage centerline.) 55 ft

* Identify the CTR and PTR if shown. Otherwise fill in the blank for "multiplier" and put N/A by CTR and PTR. If CTR x PTR does not equal the multiplier, write down all three figures and scratch out the wrong one(s) when it has been determined which is correct. These items should be provided by the utility prior to the initial pump test.

This information
is a test & energy
update performed by
Raff Run Electric;
it reflects pumping
equipment & flow
The complete test
information is on
file with BR.
Electric.

Serial # 2803

A43-04151

MICROFILMED

MAR U 4 1993

ies), 3. Parallel

RECEIVED

FEB 03 1992

fugal Department of Water Resources
e: Southern Region Office
le, ii. Lineshaft

Oil, b. Water
145' ft
260 ft
3000 gpm

avg Volts 430
avg Amps 120
avg pf 95

MICROFILMED

MAR U 4 1993

POST PUMP TEST FORM

Page PT 2

SUCTION SET-UP, PUMP L

Inspection Number: RRFC - 06

ACTUAL SUCTION SET-UP SKETCH: - Centrifugal pumps only. (Sketch the suction set-up with dimensions and description of fittings, pumping water level, position of vacuum/pressure gage and pipe sizes. Use the pump centerline as the datum.) The gage elevation must be shown: gage centerline to pump centerline, and gage centerline to pumping water level for centrifugal and turbine pumps respectively. Attach a picture to this page.

Turbine

Intake fittings will be designed so the net positive suction head requirements of the retrofitted pump will not be exceeded. Cavitation after retrofit is unacceptable and shall be corrected before cost-sharing is approved.
#####

ACTUAL SUCTION SET-UP DESCRIPTIONS:

G. FLOW

Collins
1. Flow for ~~Haft~~ = (ID / 2)² X 3.1416 X Reading
= (E2, pg PT.1 / 2)² X 3.1416 X (E4, pg PT 1)
= (_____ / 2)² X 3.1416 X (_____) = 1974 gpm
0.373 X 235.7 (max pipe for 2 pipe =
Show calculations in "comments" for other devices (K, pg PT 5)

Pipe & Fittings Description	Inside Diameter (inches)	Pipe & Nipple Length (feet)

MICROFILMED

MAR 04 1993

06/07/2001

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

RIGHT NUMBER: 43-4151

NAME AND ADDRESS: WALKHILL RANCH A PARTNERSHIP
2194 HAWKINS RD
BOX 2298
MALTA, ID 83342

SOURCE: GROUND WATER

QUANTITY: 1.44 CFS
288 AFY

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1416 AF. COMBINED
RIGHT NOS.: 43-2293, 43-13038.

PRIORITY DATE: 03/15/1963

POINT OF DIVERSION: T15S R26E S24 SENENW Within CASSIA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03-15 11-15	1.44 CFS 288.00 AFY

PLACE OF USE:

<u>IRRIGATION Within CASSIA County</u>					
T15S R26E S13	NENE	40	T15S R26E S13	SWNE	40
T15S R26E S13	SENE	40	T15S R26E S13	SESW	40
T15S R26E S13	NESE	39	T15S R26E S13	NWSE	40
T15S R26E S13	SWSE	40	T15S R26E S13	SESE	32
T15S R26E S24	NWNE	34	T15S R26E S24	NENW	35
T15S R26E S24	NWNW	39	T15S R27E S18	LOT 3 NWSW	5.3

424.3 ACRES TOTAL

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 72 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 424 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-2292, 43-2293, 43-
13038.

USE OF THIS RIGHT WITH RIGHT NO. 43-2293 IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 354 ACRES IN A SINGLE
IRRIGATION SEASON.

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

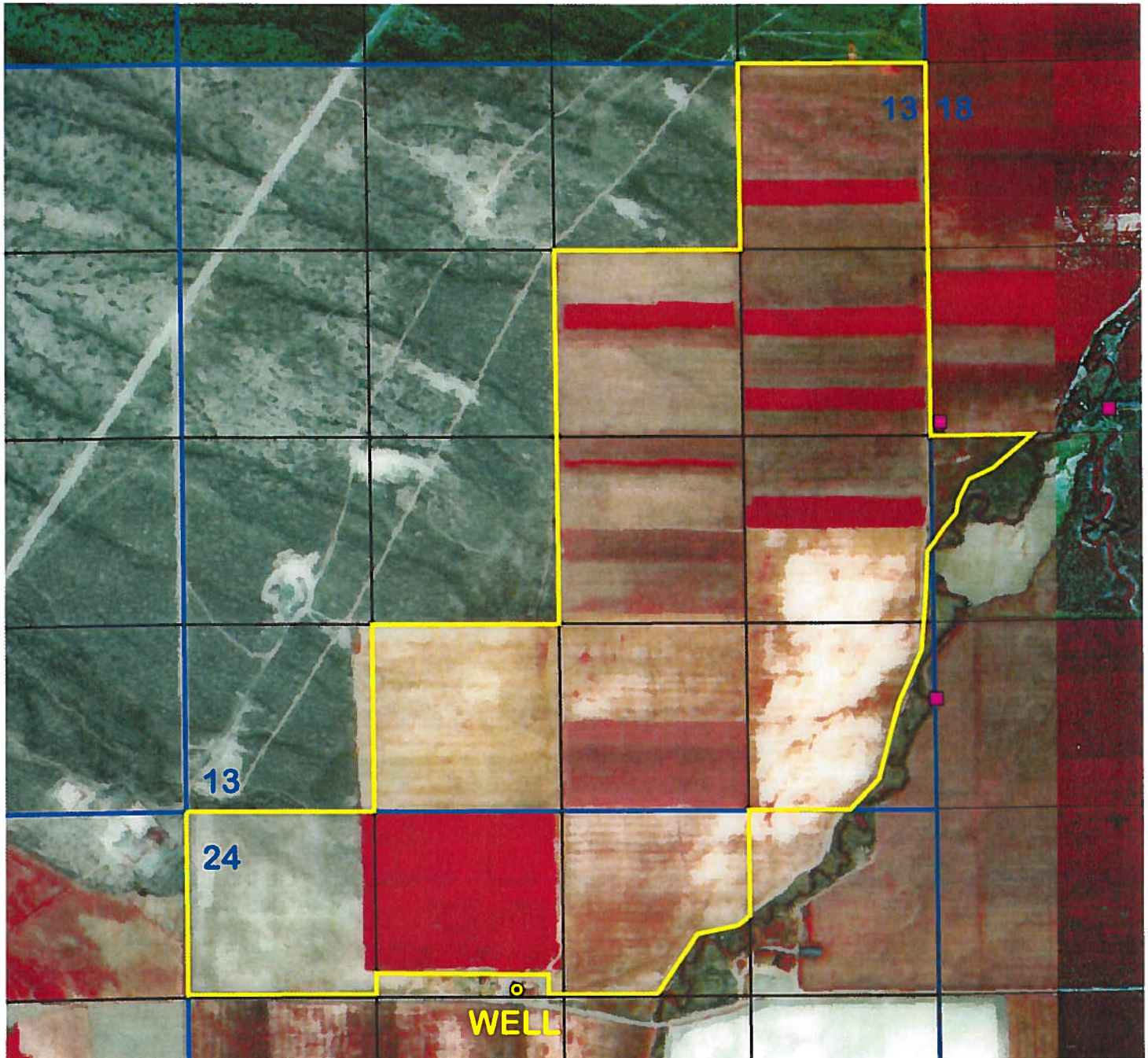
THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE
EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE
ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER
THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6),
IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Idaho Department of Water Resources

**RIGHTS: 43-2292,
43-2293 and 43-4151**

**RECOMMENDED PLACE OF USE
TWP 15S, RNG 26E, Sec 13, 24
TWP 15S, RNG 27E, Sec 18
Data entry on November 27, 2000**



○ RECOMMENDED POINT OF DIVERSION

RECOMMENDED PLACE OF USE

SECTION LINES

QUARTER/QUARTER LINES



**GIS PLACE OF USE PRESENTATION
1987/1988 NAPP AERIAL PHOTOGRAPHY
DATA ENTRY BY VIKIE HANCOCK**

RECOMMENDATION NOTES

From: Vikie Hancock

6/8/01

Regarding: 43-2293, 43-4151
Source Ground water

- Original license 43-2293 issued in 1944 was for **220** acres irrigation and **3.46 cfs**.
- In 1954 T839 allowed water to be spread out onto owners entire property with no increase in diversion rate. POU is identified by 40 acre tracts only, so no data exists on how many acres were irrigated with 3.46 cfs of GW.
- 1983 Stat claim filed for 477 acres and **1.44 additional cfs** stating pump upgraded to 2200 gpm in 1954. Priority date of claim listed 4-1-1954.
- 1984 field exam finds 354 acres irrigated from GW within the POU for 43-2293. T3038 filed for change in nature of use of .45 cfs with intentions to dry up corresponding 107 acres of the 354 acres. *Indications are that transfer T3038 was never accomplished.*
- SRBA claims 43-2293 for 3.46 cfs and 43-4151 for 1.44 cfs were filed listing 477 acres in each claim and stating a combined system from one well. Note that only 424 acres were found irrigated during claims review using 1987 NAPP photos.
- Proof of priority submitted with claim 43-4151 shows electric power contract with RRRE beginning at least as early as 1949 for 40 hp motor and 220 volts. And beginning at least as early as 1968 for 125 hp motor and 480 volts. 1968 contract specifically lists N½ NW Section 24, which was not included in licensed POU per transfer T839, and so represents an increase in acreage perhaps begun by 1963 and completed circa 1968.
- Undated pump test provided by RRRE shows diversion capacity of pump as 4.39 cfs. Document received by IDWR in 1992.
- 1962 and 1968 photos indicate that approximately 332 acres were well irrigated prior to implementation of the CGWA and within the claimed POU for the two SRBA claims. This corresponds somewhat with the 354 acres found irrigated in the 1984 field exam. In a letter dated Oct 16, 1984 the Department seems willing to accept that the entire 354 acres were developed before the CGWA was designated in 1963.
- Of the 354 acres found irrigated in 1984, it is not known how many were developed under Stat claim 43-4151 and how many are actually represented by licensed right 43-2293. For convenience, T3068 assumed the entire 354 acres were developed under 43-2293, but I feel that is excessive.
 - $1.44 / .02 = 72$ acres
 - $354 - 72 = 282$ acres could more likely represent 43-2293 expanded to PPU by T839 in 1954

- 1987 NAPP aerial photography shows 424 acres irrigated within the claimed place of use of the SRBA claims.
- An expansion claim is required to cover acres developed after 1963/68 and prior to 1987. $424 - 354 = 70$ acres of expansion.
- Calculations done by Cindy Bird finds that the capacity of the well exceeds 4.9 cfs.

RECOMMENDATIONS:

43-2293	354 AC	3.46 CFS per T3068	PRIORITY 7-12-1944
43-4151	72 AC	1.44 CFS	PRIORITY 3-15-1963
		*43-2293 & 43-4151 combined are limited to 354 acres	
43-13038	70 AC	1.40 CFS	PRIORITY 6-30-1985
		*43-2293 & 43-13038 combined are limited to a diversion rate of 3.46 cfs and volume of 1416 afa.	

- ❖ Although 354 acres were found irrigated within the licensed (per T839) tracts in the 1984 field exam, license 43-2293 listed 247 acres in the water right database, which reflected a reduction in acres required by the 1984 transfer of nature of use, which never occurred as far as I can tell.

12/19/2000

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

RIGHT NUMBER: 43-4151

NAME AND ADDRESS: WALKHILL RANCH A PARTNERSHIP
2194 HAWKINS RD
BOX 2298
MALTA, ID 83342

SOURCE: GROUND WATER

QUANTITY: 1.44 CFS
~~436 AFY~~ 288

PRIORITY DATE: 03/15/1963

POINT OF DIVERSION: T15S R26E S24

SENENW

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
03-15 11-15

QUANTITY
1.44 CFS
436.00 AFY

PLACE OF USE:

IRRIGATION Within CASSIA County

T15S R26E S13	NENE	40	T15S R26E S13	SWNE	40
T15S R26E S13	SENE	40	T15S R26E S13	SESW	40
T15S R26E S13	NESE	39	T15S R26E S13	NWSE	40
T15S R26E S13	SWSE	40	T15S R26E S13	SESE	32
T15S R26E S24	NWNE	34	T15S R26E S24	NENW	35
T15S R26E S24	NWNW	39	T15S R27E S18	LOT 3 NWSW	5.3

424.3 ACRES TOTAL

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 109 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 424 ACRES IN A SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-2292, 43-2293.

4151 & 2293 limited to 388 ac

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.

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF WATER DISTRICT 43B.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Water Right 43-4151

Date: **2/16/00**

Page 1 of 1

Record ID	258	Measured Flow:	
Water Right No.	A43-04151	Designed Flow:	
Name	Walkhill Ranches	HP/Eff Flow:	5.75 cfs <<--Max
pod	15S26E24SENENW	Sprinkler Flow:	3.33 cfs
year:	1996	Pivot/System Flow:	2.01 cfs
Flow Measurement:		gpm	=
Curve/Pump Design:		gpm	=
Horsepower / Efficiency Method			
Horsepower	150	hp	
PWL	50	ft	
Disch Psi	60	psi	
PUMP Eff Estimate	0.82	%	
TDH	189	ft	
OHP	123	hp	
Flow	2583	gpm	= 5.75 cfs
System Method:			
No Lines	9	Nozzle Equation: $Q=C*A*\sqrt{2*g*h} / \sqrt{1-r^4}$	
Birds per line	32	C=	1.00 Nozzle coefficient; typical 0.97 to 1.00
Ttl no nozzles	288	r=	0.0059 ft Nozzle radius
Nozzle size	9/64	A=	0.00011 ft^2 Nozzle area
Nozzle pressure	60	h=	139 ft Head
Flow per nozzle	4.57	g=	32.2 ft/sec^2 Gravitational constant
Sprinkler Flow	1317	Q=	0.010 cfs Flow per nozzle
Percent Leaks	12	=	4.573 gpm Flow per nozzle
Total Flow	1497	gpm	= 3.33 cfs
Pivot / System rating	900	gpm	= 2.01 cfs

Comments / Data Supplied:

I spoke with Danny Hill by telephone 2/16/00 and he described their system. They purchased the property from Mr. Udy. They have been out there for four seasons. They use a maximum of 1-1/4mi pivot and 9 handlines. Each handline has 32 birds, 60psi. They also will use just 14 handlines in some of the areas. In the fall they have to reduce down to the pivot and 7 handlines.

A static water level of 30 feet was measured. Danny didn't know the actual dynamic level. He said we they replaced the bowls. The new bowls are setting at 150 feet.

Evidence appears to support this claim.

Post-it® Fax Note	7671	Date	1/6/04	# of pages	1
To	Shelley Keen	From	Vikie H		
Co./Dept.	WR	Co.	AJ		
Phone #		Phone #			
Fax #		Fax #			

AJ5809NP
No. A43-04151

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 02/22/00
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	WALKHILL RANCH A PARTNERSHIP 2194 HAWKINS RD BOX 2298 MALTA ID 83342 (208) 645-2433	04/01/1954	IRRIGATION	03-15 11-15	1.440 CFS	
					TOTAL DIVERSION:	1.440 CFS
					CONSUMPTIVE USE:	1431.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: STATUTORY CLAIM

Point(s) of Diversion: T15S R26E S24 SENENW CASSIA County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
15S	26E	13	:	40		40	40	:						40	:	40	40	40	40	:	320.0
15S	26E	24	:		40			:	40	40					:					:	120.0
15S	27E	18	:					:					03-37		:					:	37.0
																				TOTAL ACRES	477.0

POU County: CASSIA

Other Rights: A43-02293

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
A43-02293

Other Water Rights Listing Overlapping Place(s) of Use:
A43-02292 A43-02293

Remarks: GEN P/D CHANGED FROM STATUTORY CLAIM TO DESCRIPTION SHOWN ON USGS MAP

5/5/99 TF; OWNERSHIP CHANGED MILLER TO WALKHILL RANCH PER 1409(6)
AND WARRANTY DEED REC'D 3/3/99. WALKHILL RANCH IS A PARTNERSHIP
CONSISTING OF DON WALKER AND DANIEL HILL.

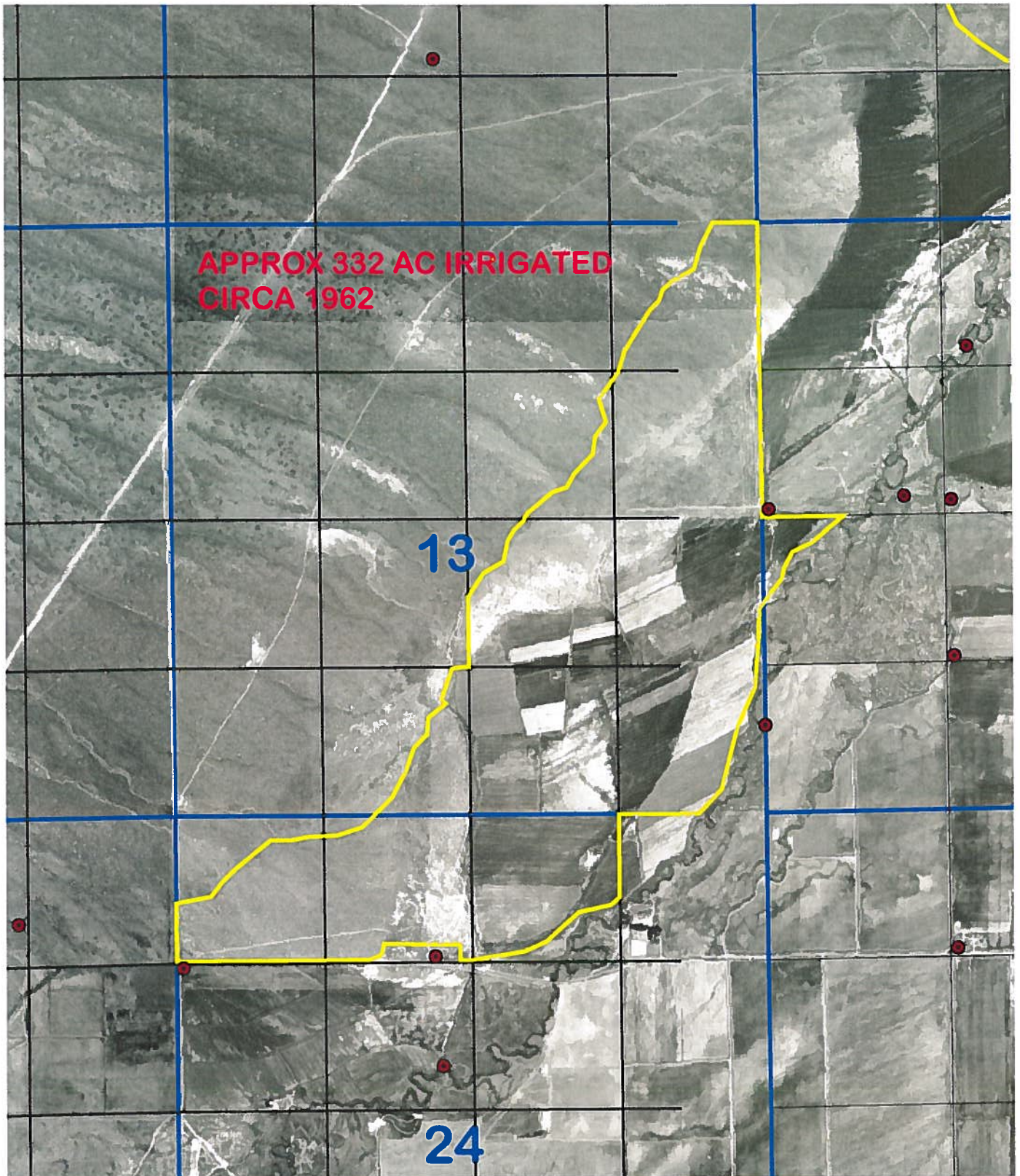
Dates: Exam Made Date: Verified Date: Objection Filed Date:

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

Audit: 03/28/89 CLELLAND 03/30/95 POST-STD 05/05/99 TFAWCETT

WALKER

TWP 15S, RNG 26E



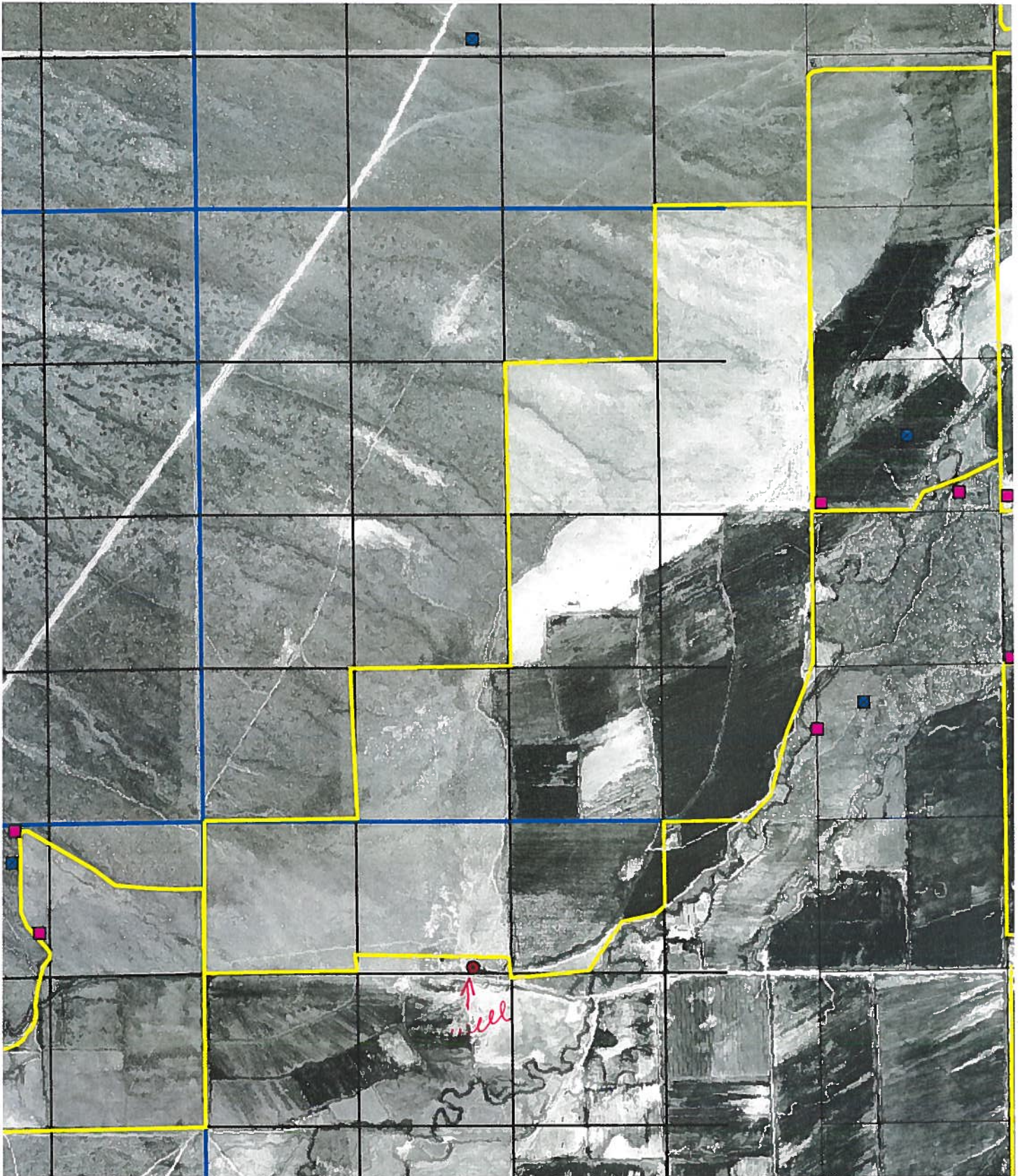
1962 AERIAL PHOTOGRAPHY

FILE NOTES

43-4151

WALKHILL RANCH

TWP 15S RNG 26E



V. HANCOCK

1968 NAPP AERIAL PHOTOGRAPHY

NOTE: Include here the type and number of stock watershed.

If you are claiming water as a member of an organization, list name of organization:

22' 30"

105 000 F

R 26 E R 27 E

306

07 20'

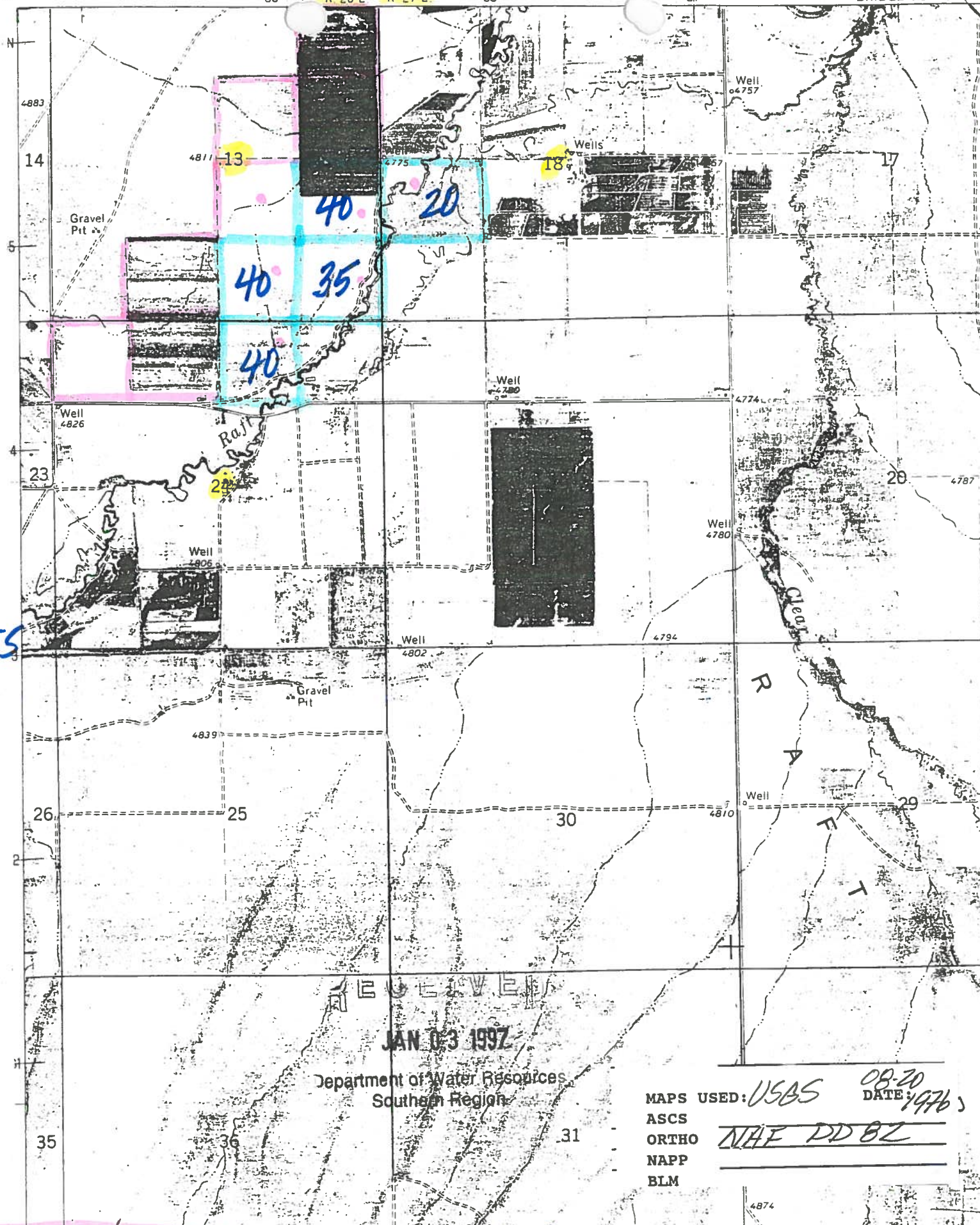
MALTA 12 MI
BRIDGE 13 MI

155

-02293 & 04151
AUG-D2292

map by FH for
DRI review...

MILLER



RECEIVED

JAN 03 1997

Department of Water Resources
Southern Region

MAPS USED: USBS 08-20
DATE: 1976
ASCS
ORTHO NAE DD BZ
NAPP
BLM



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

A43-04151 RQ

February 10, 2000

Second Notice

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

WALKHILL RANCH A PARTNERSHIP
2194 HAWKINS RD
BOX 2298
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.

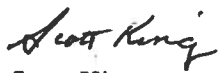
One advantage of providing good, verifiable information to us is that the flow rate that we recommend will be the full measure of your water right as developed. Another benefit is that disputes over the recommendation are minimized. Lastly, documentation for flow rate will likely be dated and may support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

COMMUNICATION DOCUMENTATION

COPY

CONVERSATION MEMORANDUM

NAME OF PARTY RICHARD MILLER
EMPLOYEE: LORI WHITE

DATE JAN. 15, 1991
FILE A43-02293,004151

RE: 10:00 AM Mr. Miller expressed concern over the adjudication filings of a neighbor named Mr. Stewart. Mr. Miller bought his property from Mr. Stewart with the understanding that he (Miller) also obtained the 4 wells and the entire flow rate licensed and claimed for those wells to be used on his property only. The problem is that Mr. Stewart kept some of the property that was on the original license and claim. He has filed on some of the flow rate of Miller's 4 wells for his property also. Mr. Miller said that Stewart uses 3 other wells for those acres now and has been doing so since 1975. Mr. Miller was going to try to produce some evidence of the water agreement between him and Stewart.

*cc back to
-02293*

*4-1-91
Lori White*

COPY

MICROFILMED

JAN 16 1991