

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: **A43-10219**
Date Received: 5/23/1989
Receipt No: M003671
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: JOESPH J. NEWMAN 208-272-4617
Address: P.O. BOX 68
DECLO ID 83323

2. Date of Priority: SEP 16, 1966

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10S	26E	35		NW	NE		CASSIA

5. Description of diverting works:
600' WELL W/ 12" CASING AND 50 HP PUMP. PUMP SET AT 300'

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.330		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10S	26E	35	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10S	26E	35	NE	NW		IRR	39.0
			NW	NW		IRR	10.0
			SW	NW		IRR	4.0
			SE	NW		IRR	37.5
			NE	SW		IRR	26.0
			NW	SW		IRR	0.5
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0

Section Acres 437.0

Total Acres 437.0

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:
G28921

14. Remarks:

WATER FROM 50 HP PUMP CLAIMED IN THIS WATER RIGHT CLAIM HAS BEEN USED TO SUPPLEMENT THE WATER PRODUCED UNDER CERTIFICATE OF WATER G28921 TO PROVIDE AN ADEQUATE IRRIGATION. WATER SUPPLY FOR THE LAND DESCRIBED IN THIS CLAIM.

***** CLAIM AMENDED 8-23-93 TO ADD ACRES TO THIS CLAIM. NEW ACRES REPRESENT ACRES PREVIOUSLY IRRIGATED ON LEASED GROUND BUT NOT CLAIMED. CLAIMANT NOW OWNS GROUND AND HAS AMENDED CLAIM TO ACCOUNT FOR THOSE ACRES. KKC*****

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s):

Joseph J. Hansen

Date: 8/23/93

Date: _____

State of Idaho)

County of

Twin Falls

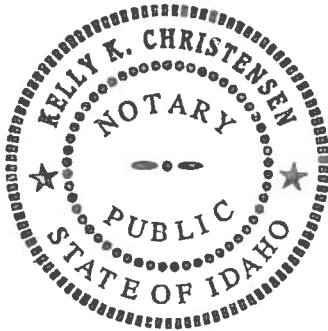
) SS.

Subscribed and sworn (or affirmed) before me this 23rd day

of Aug 19 93

Kelly K. Christensen
Notary Public

Seal



Residing at Kimberly Id.

My Commission Expires 3-2-98

Added 8-23-43
P/A

SCHRENK ESTATE
LAND

126.4

123 ACRES

5

257

900

26

375

99

WELLS

108 ft

1949
78608

NEWMAH FARM

131.0

1949

N 1/4 35

26 25

34 75 2392
7-8-1932

5 N 1/4
8.2 HEL

4
-3.4

7 N 1/4

CONVERSATION MEMO

FILE: A43-10219AGENT: KKCDATE: 10-23-93

RE:

Amendment to Claim

NAME OF PARTY:

Joseph Newman

Claim was amended to capture additional irrigated acres that were previously leased & irrigated. Information on microfiche for 43-62499 indicates that all or part should be recommended for disallowance as development appears to have occurred after 3-25-63 (mandatory permit statute) & that an additional dike was developed around 1966 to irrigate additional acres.

This was discussed with Mr. Newman & I suggested he ^{may want to} contact a lawyer & that evidence of priority is due.

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: A43-10219
Date Received: 6/19/1989
Receipt No: M003671
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JOESPH J. NEWMAN 208-272-4617
Address: P.O. BOX 68
DECLO, ID 83323

2. Date of Priority: SEP 16, 1966

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10S	26E	35		NW	NE		CASSIA

5. Description of diverting works:
600' WELL W/ 12" CASING AND 50 HP PUMP. PUMP SET AT 300'

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.330		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10S	26E	35	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0

A43-10219

Page 1

Date: 06/19/89

MICROFILMED

MAR 04 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10S	26E	35	SE	NE		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
					Section Acres		320.0
					Total Acres		320.0

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:
G28921

14. Remarks:

WATER FROM 50 HP PUMP CLAIMED IN THIS WATER RIGHT CLAIM HAS BEEN USED TO SUPPLEMENT THE WATER PRODUCED UNDER CERTIFICATE OF WATER G28921 TO PROVIDE AN ADEQUATE IRRIGATION WATER SUPPLY FOR THE LAND DESCRIBED IN THIS CLAIM.

15. Basis of Claim: BENEFICIAL USE

MICROFILMED
MAR 04 1993

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): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____
My Commission Expires _____

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

Date Received

Receipt Number

A 43-10219
5/22/89
M003671
BAS

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

RECEIVED
MAY 23 1989
Department of Water Resources

Please type or print clearly

1. Name of Claimant (s) Joseph J. Newman Phone (801) 272-4617

Mailing Address P.O. Box 68, Declo, Idaho Zip 83323

2. Date of Priority (Only one (1) per claim) September 16, 1966

3. Source of water supply (a) subterranean (ground water)
which is tributary to (b) Snake River Basin Water system, (questionable)

4. a. Location of existing point of diversion is: Township 10 S Range 26 EBM Section 35 ,
NW 1/4 of NE 1/4 of _____ 1/4 , Govt. Lot, _____ B.M., County of Cassia

Additional points of diversion if any:

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, 1/4 of _____ 1/4 of _____ 1/4.

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates , Etc), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. 50 horse power turbine pump, installed September 16, 1966. Depth of well is 600 feet, pump setting 300 feet, 6 inch column, 12 inch cased well.

MICROFILMED

MAR 04 1993

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 4-1 to 11-1 amount 1.33 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 1.33 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is unknown acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) None

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
10 S	26	35	40	40	40	40									40	40	40	40	320

Total number of acres irrigated 320

11. In which county (ies) are lands listed above as place of use located? Cassia

12. Do you own the property listed above as place of use? Yes x No _____

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

License and certificate of water right G28921, priority date 8-12-60, 4.45 cfs or None ()

14. Remarks:

Water from the 50 h.p. pump claimed in this water right claim has been used to supplement the water produced under certificate of water right #G28921 to provide a adequate irrigation water supply for the land described in this claim and in this water right. The total acres irrigated with the supply from both sources has been used from September 16, 1966 to this date to irrigate 320 acres of land per year.

Last Name Newman Ident No. 518-40-6157

Copies None State, None Claimant

MICROFILMED

MAR 31 1983

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice _____ License _____ Permit G28921

Decree _____

If applicable provide IDWR Water Right Number _____

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

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 None

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) X Joseph J. Newman Date X 5/23/89

Date _____

For Organizations: I do solemnly swear or affirm that I am _____

Title

of _____, that I have signed the foregoing

Organization

document in the space below as _____ of _____

Title

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or Idaho)

) SS.

County of Cassia)

Subscribed and sworn (or affirmed) before me this 23 day of May 19 89

SEAL

Notary Public Bruce A. Dehler

Residing at Boise Idaho

My Commission Expires 4/11/95

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, James Annett will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature [Signature]

Address P.O. Box 686, Burley, Idaho 83318

Date May 17, 1989

MICROFILMED

MAR 04 1993

Last Name Newman Ident. Number 518-40-6157

Copies White-State, Yellow-Claimant



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

A43-10219
JOESPH J. NEWMAN
P.O. BOX 68

DECL0

ID 83323

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

December 30, 1991

State of Idaho
Department of Water Resources
ATTN: Allen Merritt, P.E.
222 Shoshone St. East
Twin Falls, Idaho 83301

RECEIVED
JAN 21 1992
Department of Water Resources
Southeast Region Office

RE: EVIDENCE OF PRIORITY (A43-10219)

Dear Mr. Merritt:

Pursuant to your letter dated December 5, 1991, I am enclosing photocopies of the following documents for use as evidence in priority claim No. A43-10219. They are as listed below:

Well-drilling log
Well test log
Casing purchase sale contract
Pump purchase sale contract
Several power bills
Pump service order
A.S.C. map of Section 35, Township 10S, Range 26E
Affidavit

If there is anything else I can furnish in support of this claim, please do not hesitate to notify me.

Respectfully submitted,

Joseph J. Newman

12/30/91

Joseph J. Newman

/ujn

Enclosures

MICROFILMED

MAR 04 1993

DECL0, IDAHO 83323

TO WHOM IT MAY CONCERN:

MY NAME IS CARL E. SCHRENK; MY FATHER OWNED THE PROPERTY ADJOINING THE NEWMAN FARM. THEREFORE, IT IS MY PERSONAL KNOWLEDGE THET JOSEPH J. NEWMAN INSTALLED A 50 H.P. PUMP IN THE FALL OF 1966 FOR THE PURPOSE OF PUMPING SUPPLEMENTAL WATER FOR HIS FARM LOCATED IN SECTION 35, TOWNSHIP 10 S. RANGE 26 E.B.M.

Carl E. Schrenk
CARL E. SCHRENK

1-16-92
DATE

STATE OF IDAHO)
)SS
COUNTY OF CASSIA)

SUBSCRIBED AND SWORN BEFORE ME THIS 16 DAY OF JAN 1992.

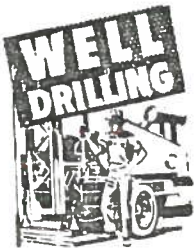
SEAL

NOTARY PUBLIC

RESIDING AT

MY COMMISSION EXPIRES

MICROFILMED
MAR 04 1993



A43 0019

JACK ALEXANDER

Drilling Contractor

510 13th St. Rupert, Idaho

WELL DRILLING
PUMP SALES
AND SERVICE

JOSEPH NEWMAN RANCH
Deepening irrigation well
LOCATION:

Phone 436-3267

STARTED-----August 25, 1966

FINISHED-----Sept. 10, 1966

S. W. L.-----before deepening well-----212 ft.

S. W. L.-----after deepening well---before test---218 ft.

S. W. L.-----after 12 hr. test of deepening well---210 ft.

Size of well-----12 $\frac{1}{4}$ " I. D. from 0 to 579 ft.

This well is cased with 12 $\frac{1}{4}$ I. D. X $\frac{1}{4}$ " wall thickness casing
from ground surface to 579 ft.

This casing is perforated as follows:

500 ft. to 465 ft.--5 holes horizontal by 1ft. vertical.

463 ft. to 430 ft.--5 holes horizontal by 1 ft. vertical.

413 ft. to 400 ft.--3 to 5 holes horizontal by 3 ft. vertical.

Formation encountered from 375 ft. to 579 ft.

375	385	sandy grey clay
385	398	(packed) clean gravel and coarse sand
398	415	sandy clay with small sticky clay seams mixed in fine sand and a very small amount of gravel
415	437	course gravels-pea gravels-course sand (water)
437	442	yellow clay with gravels mixed in
442	474	course gravels-pea gravels-course sand (water)
474	510	grey sticky clay with gravels mixed in
510	515	grey sand (loose) carries water (do not perforate)
515	520	grey clay with gravels and sand mixed in
520	542	grey clay with gravels mixed in
542	550	course sand with a very small amount of pea gravel
550	579	grey sticky clay with gravels and sand mixed in

MICROFILMED

MAR 04 1993

South
1 Mile ~~West~~ Check Station
2 1/2 East on Yale Road

Southern Idaho



Telephone 733-8599
250 South Park Ave. West
TWIN FALLS, IDAHO

A4-10219
No 73
Date 8-24, 1966

Purchaser *re* *Thurman*
Stop Route
Decko

This Order is Not Subject to Cancellation by Purchaser.

Quantity	ITEMS	Price	Total
575'	12 3/4 x 250 wall pipe pipe delivered to site -	3.50	2012.50
	Discount / paid away before Dec 1st - 287.50		~~1725.00~~
	Interest to start beginning Sept 10 th @ 8%		
ABOVE PRICES SUBJECT TO CHANGE ON OR BEFORE DATE OF DELIVERY			1725.00

TERMS AND CONDITIONS OF SALE: Title to the above property and all other property to be sold to purchaser or purchased for the job for which the above property is to be incorporated shall not pass to the purchaser but shall remain in Southern Idaho Pipe and Steel Co. until the purchase price, together with interest thereon and any note or notes given in connection with this transaction or for the purchase price of such property or any part thereof, is fully paid. The acceptance of any note or guarantee shall not of itself constitute payment, and the obligation shall be deemed to remain unpaid until said note or notes are fully paid. Seller may enter upon any property where said property is installed and repossess the same together with any property attached thereto or resting thereon, and seller shall not be liable for any damage which may result in connection with such repossession. The seller's title and rights shall not be affected by any affixation of the above to any real or personal property until all the sums herein referred to have been paid. The property above referred to shall remain personal and title thereto shall remain in seller until all sums owing to the seller on account of the purchase price and hereunder shall have been fully paid. Upon such full payment title shall pass to the purchaser. The seller shall not be liable for non delivery or delay in delivery caused by strikes, lockouts, riots, accidents, fire, failure to receive material, or causes unavoidable or beyond the control of seller, whether similar or dissimilar to specified causes. The seller makes no warranty or warranties whatsoever, and the purchaser waives all warranty or warranties implied by law. (The seller shall not be liable for loss or damages to goods after obtaining delivery receipt from carrier, or from purchaser or his agents, and thereafter goods shall be at the purchaser's risk. No goods may be returned for credit without seller's consent in writing first hand and obtainable). Claims against seller must be in writing and specify date and job number in invoice, and must be presented at main office of seller within ten days from date of invoice, or they are waived. (Seller shall in no event be liable for labor costs or consequential damages.) In event purchaser is sued or attached, or assigns, sells out, becomes insolvent or bankrupt, sustains a fire loss, or removes or encumbers a substantial portion of this property, or suffers the recordation of any notice of intention to encumber or sell his property, any balance remaining unpaid on his account shall at seller's option become immediately due and payable irrespective of different credit terms, or seller may immediately repossess the property as above provided. In the absence of written agreements to the contrary the following terms of sale shall prevail, to-wit: All accounts shall be due and payable within thirty days from date of invoice and interest will be charged at the rate of 8 per cent per annum on all accounts that are not paid when due. All payments to be made at main office of seller at Twin Falls, Idaho. In the event the seller places collection of amount owing or the repossession of said property in the hands of an attorney, purchaser agrees to pay a reasonable attorney's fee in addition to the amount owing. All orders accepted subject to the approval of the seller's credit department.

Seller's Representative:

Purchaser's Signature:

Accepted:—SOUTHERN IDAHO PIPE & STEEL CO.

By: *Robert J. [Signature]*

MICROFILMED

MAR 04 1993

Steel Pipe — Surplus Items

SOUTHERN IDAHO PIPE & STEEL CORPORATION

150 S. PARK AVE.

733-8599

TWIN FALLS, IDAHO:

Customer's
Order No.

Date _____

1961

Order No. 1 Date 1-22-1966
 Name Joe Newman
 Address San Route, Nels, Sals

Retail & Wholesale Steel — Industrial Hardware — Steel Fabrication
Steel Pipe — Surplus Items

Southern Idaho
BOLTS HARDWARE
SUPPLIES ETC.

250 So. Pearl Ave. W. Twin Falls, Idaho Phone 733-9599

Joe Newman
Star Route
Deelo
Ideho

[illegible]

MICROFILMED
MAR 04 1998

ALL claims and returned goods MUST be accompanied by this bill

OUR CREDIT IS FOR YOUR CONVENIENCE

THE UNDERSTANDING CUSTOMER AGREES TO PAY FOR THE GOODS AND SERVICES ITEMIZED ABOVE AT TWIN FALLS, IDAHO, ON OR BEFORE THE TENTH DAY OF THE MONTH FOLLOWING THE DATE HEREOF. IF NOT SO PAID, I AGREE THAT I WILL PAY THE PRINCIPAL AMOUNT TOGETHER WITH INTEREST THEREON FROM DATE HEREOF, UNTIL PAID, AT THE RATE OF EIGHT PER CENT (8%) PER ANNUM, AND A REASONABLE LATE FEE OF \$10.00 PER MONTH. I AGREE TO PAY THE PRINCIPAL AMOUNT AND INTEREST THEREON BY MONTHLY PAYMENTS OF \$100.00 ON THE TENTH DAY OF EACH MONTH BEGINNING WITH THE FIRST MONTH FOLLOWING THE DATE HEREOF. IF I AM NOT CURRENT ON MY PAYMENTS, YOU MAY AT YOUR DISCRETION SUSPEND THE SERVICE OF THE GOODS AND SERVICES PROVIDED TO ME, AND YOU MAY AT YOUR DISCRETION REVOKE THE CREDIT EXTENDED TO ME. I AGREE TO PAY THE PRINCIPAL AMOUNT AND INTEREST THEREON BY MONTHLY PAYMENTS OF \$100.00 ON THE TENTH DAY OF EACH MONTH BEGINNING WITH THE FIRST MONTH FOLLOWING THE DATE HEREOF. IF I AM NOT CURRENT ON MY PAYMENTS, YOU MAY AT YOUR DISCRETION SUSPEND THE SERVICE OF THE GOODS AND SERVICES PROVIDED TO ME, AND YOU MAY AT YOUR DISCRETION REVOKE THE CREDIT EXTENDED TO ME.

5499

REC'D BY

423-10219

(This Statement is on electrically smudged copy of your Ledger Account with us.)

Thank You!

**PLEASE PAY LAST
AMOUNT SHOWN**

A43-10219

LAYNE AND BOWLER PUMP COMPANY
WELL TEST REPORT

NAME Joe Newman DATE 9-6-66
 LOCATION Yale Rd. South of Declo, Ida SEC. RANGE T.
 WELL DEPTH 597' WELL SIZE 12" CASING 12" all the way
 TEST PUMP DEPTH 310' ORIFICE SIZE 10" x 6"
 STATIC WATER LEVEL 218' STARTING TIME 4:00 P.M.

TIME	PUMPING LEVEL	ORIFICE READING	G.P.M.	MINERS INCHES
------	---------------	-----------------	--------	---------------

Fumped sand and gravel. Surged several times. Well would improve.

Shut down at 7:30 P.M.

9-7-66 - Starting time: 7:30 A.M. - Static water level - 223'.

9:07	236'	28"	740	82"
9:57	236'	28"	740	82
10:40	243'	44"	930	103
10:55	249'	57"	1040	115
11:30	235½'	18"	600	66
12:30	235½'	18"	600	66

12:30 P.M. - Changed to 10" x 8½" orifice

2:35	219'	13½"	1300	145 - Some sand.
------	------	------	------	------------------

2:30 P.M. - 10" x 6" orifice

REMARKS	3:15	230'	18"	600	66
Shut down at 3:15 P.M.					

Tested by: Cunningham & crew.

Thomas M. Thompson
 Thomas M. Thompson
 District Manager
 Layne & Bowler Pump Co.
 P.O. Box 892
 Twin Falls, Idaho

MICROFILMED

MAR 04 1993

LAYNE & BOWLER PUMP COMPANY
MANUFACTURERS OF VERTICAL TURBINE PUMPS

NOTICE TO THE BUYER: (1) Do not sign this agreement before you read it or if it contains any blank space. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the service charge if any is included.

NOTICE TO THE SALESMAN: Before execution of this agreement by either party all inapplicable blank spaces must be lined out. LAYNE & BOWLER PUMP COMPANY, a California Corporation, Los Angeles County, California, hereinafter called the Seller,

and Joseph Y. Shuman of Illinois,
in the county of Carroll and State of Illinois hereinafter called the Buyer,
do hereby agree upon the 7th day of September 1966, as follows:

Seller agrees to furnish and to sell the following described Machinery to the Buyer F.O.B. factory warehouse.

To wit: One Complete Turbine Pump as follows

1-#17aC8 Discharge Head w/ 6" Std Flanged Outlet
300ft. 6" Std x 2" x 1 3/16 Column Inlet & Shaft Assembly
7- Stages 10" Kh x 11 Bowl Assembly w/ Dual Seal Impellers
5-5" x 6" Std Suction Pipe w/ Cone Strainer
10-0" x 6" Std. Discharge Pipe I & E
1-50 HP 220/440 Volt W/ 300 BEYHO Electric Motor w/ Screens
1-50HP 440 Volt BE Pumping Plant Panel w/ 3" Reg Protection
WDA & Start & 3-70 amp 600 Volt Fuses w/ 9 Time Delay Lightning
Protection. Installation of Pump Mgmt & Motor & Control & Maintenance Included

SERVICE REQUIREMENTS

Pumping capacity in gallons per minute 600 Revolutions per minute 1770
Head below surface 350 Ft. Head above surface 0 Ft. Total Head 350 Ft.

Shipment to be made in about 3 days after receipt and approval of order.

a. The total cash sales price is

which consists of:

Selling price of above merchandise

Installation charge

Sales tax

TOTAL

b. The total amount of Buyer's down payment is

which consists of:

Cash to Seller

and/or allowance on the following goods:

Description

TOTAL DOWN PAYMENT

c. The total unpaid balance being item (a) less item (b) is

d. The time price differential is

e. The time balance, being the sum of items (c) and (d) is

which shall be paid in lawful money of the United States of America, by Buyer to Seller, at Los Angeles, California, in installments, on the dates and in the amounts set forth as follows: 774

the dates and in the amounts set forth, as follows:

\$ 1487 ⁶⁵	on	October 15 - th	1967	\$ - - -	on	- - -	19 -
\$ 1487 ⁶⁶	on	October 15 - th	1968	\$ - - -	on	- - -	19 -
\$ 1487 ⁶⁷	on	October 15 - th	1969	\$ - - -	on	- - -	19 -

Should the interest, or any part thereof, not be paid as agreed, it shall become a part of the principal, and the principal shall thereafter bear interest at the maximum legal rate per annum until paid. 0

f. The time sale price, being the sum of items (a) and (d) is \$ 743

(1) It is agreed that the above-described property is to be installed and located upon that certain lot, piece or parcel of land situated in the County of Cassia, State of Idaho, described as follows, to wit: (Insert regular address and FULL LEGAL DESCRIPTION _____).

Detail of Section M. M. 147 ME 147 Section 33
 Section 25 Township 1030. Range 76EPA County Boone State Ind.

Such property may not be removed by Buyer or permitted to be removed from the above location without the written consent of Seller or Holder.

(2) The filling of this order is subject to fires, strikes, non-availability of material, delay on the part of Buyer in supplying Seller with any data required by Seller, or other causes beyond Seller's control. Buyer hereby waives all claims for damages or loss occasioned by reason of any delay.

(3) Seller agrees that if it installs the property hereunder that its erector shall remain on the premises a reasonable time to give necessary information regarding the operation of the plant. Buyer agrees to make readily available an adequate power source and Buyer agrees to be present at that time, or to have whoever is to take charge of the plant present, in order to obtain such information. Buyer agrees that whatever portion of this contract is due and payable when the above-described property is installed and in operation, or if when Seller is ready to perform such service, Buyer, or his representative, fails to be present at the operation above provided for, such portion shall immediately become due and payable. If Buyer does not accept the pump he must verbally notify Seller's representative, then on the ground of his reason for same, and thereupon confirm the same in writing to Seller within five days from date of installation and operation, and will also desist from any use of the property pending action by Seller.

(4) Buyer agrees to keep and maintain said property in good condition and repair, free from all liens, taxes and encumbrances, and not to use or permit the same to be used in any manner likely to be injurious to said property and, except with the written consent of Seller, nor to make any material change thereon, and to permit said property to be inspected by Seller or Holder at any reasonable time, upon demand of Seller or Holder. Should Buyer, or any one acting on his behalf, remove said property from the State without the written permission of Seller or Holder, or should Buyer fail to notify Seller or Holder of any change of residence within ten days after such change, or should Buyer fail to communicate with Seller or Holder for a period of 45 days after any default in the making of any of the payments due under this contract, then Buyer shall be liable to Seller or Holder for the payment of any actual and reasonable costs of collection occasioned thereby and shall pay the same upon demand.

QUADRUPLICATE

(5) It is expressly understood and agreed that until all sums due or to become due hereunder (including any notes, judgments, or renewals hereof or deferred payments) are paid, said property, every part thereof and all additions or accessions thereto and substitution in any way to dispose of, mortgage, pledge or deal with the same or permit the same to be removed from his possession without Seller's or Holder's written consent. Buyer shall take all legal steps as may be required by the laws of this State, for the preservation of Seller's or Holder's title as herein provided, and should Buyer fail or neglect to make any payment hereunder when due, or should Buyer default in the performance of any one or more of its obligations hereunder, then Seller or Holder may, at its option and election, and with or without demand or notice to Buyer declare the full amount of the unpaid balance immediately due and payable and proceed to recover judgment therefor or retake possession of said property. Provided further, however, that if any statement or representation made by Buyer as part of his transaction be untrue, or should Buyer at any time hereafter cause the same to become untrue, or should Buyer be or become insolvent or a party to any bankruptcy or receivership proceeding, whether voluntary or involuntary, affecting the affairs or property of Buyer, or should the interest of Buyer in said property be attached, or said property be destroyed or seriously damaged or depreciated, or should said property be in danger of misuse or should Seller or Holder for any other such reasonable cause feel insecure then Seller or Holder may, at its option and election, declare the full amount of the then unpaid balance immediately due and payable and proceed to recover judgment therefor, or Seller or Holder may enter, and is hereby authorized by Buyer to so enter upon any premises belonging to, or under the control of Buyer, whereon the property is situate, in a lawful manner, and retake possession of said property and sell the same at public sale or retain said property in satisfaction of the balance due in the manner provided by law.

Should Seller or Holder elect to sell said property or any part thereof at public sale, it shall be optional with Seller or Holder to bid for and purchase said property or any part thereof. The proceeds of said sale shall be applied first, to the payment of the expense thereof; second, to the payment of any expenses of retaking, including reasonable attorneys' fees actually incurred, and any expenses of keeping, storing, repairing, reconditioning or preparing said property for sale to which Seller or Holder may be entitled; third, to the satisfaction of the balance due under this contract. Any sum remaining after the satisfaction of such claims shall be paid to Buyer.

(6) The property sold hereunder shall at all times be and remain strictly removable personal property and shall retain its character as such no matter whether in permanent foundation or in whatever manner fixed or attached to a building or structure, or what may be the consequences of its being disturbed on such foundation, building or structure, or for whatever purpose said property may be used, and shall not become a fixture to the realty where placed.

(7) Seller or Holder may enforce any one or more of the remedies hereunder successively, or concurrently, and any such action shall not stop or prevent Seller or Holder from pursuing any further remedy he may have hereunder. Time and exactitude of each of the terms and conditions hereof are hereby declared to be of the essence of this contract. Seller or Holder may accept past due payments without modifying the terms of this contract, and without waiving any further rights of Seller or Holder hereunder. Buyer waives the right to plead any statute of limitations as a defense to any action or proceeding hereunder. The obligations of Buyer hereunder shall be joint and several.

(8) Buyer agrees to pay attorneys' fees and all expenses incurred by Seller or Holder in collecting any sum or sums due on this contract, whether suit is filed or not, including without limiting the generality of the foregoing, any expenses incurred, plus the cost of the time and services of any employees in making collection. The filing of suit for the recovery of part or all of the contract price shall in no way be considered a relinquishment of title to said property and title shall not pass until the full amount of the contract price of any judgment for the same has been paid, nor shall the taking of possession of said property by Seller or Holder before or after suit in any way constitute a waiver of its right to recover all sums due hereunder.

(9) It is agreed that upon acceptance and approval of this contract Seller will make delivery of the above property without unnecessary delay, and that Buyer will receive said property herein specified in accordance with the terms of this contract, and shall become responsible therefor after its delivery to the point designated herein. Buyer agrees to make good any loss to Seller or Holder occasioned by fire or other cause after delivery at the point designated herein and until the full amount herein agreed upon has been paid and to pay all taxes assessed against the property furnished hereunder. Buyer also agrees that neither the loss, damage nor destruction of the whole or any part of said property shall release Buyer of his obligation to pay the entire time balance or any part thereof.

(10) Seller or Holder shall not be liable for consequential damage particularly including loss or damage for diminution or failure of crops, shortage of water, or inability or failure to supply same, due to installation or performance of the property sold hereunder, or repair work, pump or well service, nor shall Seller be liable for collapsing, telescoping, separating or otherwise injuring the well or pump, for any cause whatsoever including negligence since the Buyer and Seller agree that the work is hazardous and precarious in its nature. Should Seller be delayed in making or fail to make installation by virtue of some defect in the well, or by virtue of the well not being in condition to receive the pump, Buyer shall reimburse Seller for time, loss and expenses incurred during such delay and will also reimburse Seller for the reasonable value of its services in removing or attempting to remove such defects or attempting to put the well in condition for the installation of the pump, all of which Seller is hereby authorized to do if it so chooses. Should Seller in its sole discretion finally consider installation impossible, it shall so advise Buyer who shall nevertheless pay all sums due hereunder; provided, however, that in such event Buyer shall be allowed a credit against the final payments due hereunder equal to the difference between the installation charge and the reasonable charge and the reasonable value of Seller's efforts in attempting the installation. Should the pump be lost or damaged before installation by virtue of some defect in, or the construction or the behavior of the well, the Buyer will reimburse Seller or Holder for such loss or damage.

(11) Seller guarantees that the pump herein specified will do its work as herein specified, at the time of installation, and should it happen, under proper and normal use, that any parts prove defective within one year after the installation of the pump, and Buyer gives Seller immediate written notice thereof within said year, Seller agrees to furnish, f.o.b. Los Angeles, new parts to replace the same, but Seller shall not be liable for any loss or damage by reason of defective workmanship or material beyond replacing defective parts as aforesaid, and Buyer shall pay all costs of labor and other expense incurred in making such replacements. In case of failure of the machinery herein described to perform the said specified duty, Seller in accordance with guarantee reserves the right to replace it with other machinery which will perform said duty, or shall return money paid on price of the machinery and take back the machinery, and if the machinery is taken back and the money is returned, Seller shall be liable for no damage whatever under this contract or otherwise and shall be fully released from every provision, guarantee and warranty thereof. Seller makes no warranty of items that are not of its own manufacture except to extend to Buyer the same guarantee, if any, which is given to Seller by the manufacturers of said items.

The capacity, speed, lift, and all other service requirements and guarantees and/or warranties herein stated shall be considered as met if it is found the well is crooked to the extent that the mechanical operation of the pump is impaired, or if the well or other water source does not properly furnish the pump with the amount of clean, non-aerated and/or non-gaseous water, free from sand, detritus and/or other foreign substances, called for herein within the total head or lift specified herein.

(12) Seller will not make installation, unless it is specifically agreed to, but if Seller should agree to make installation, then Buyer agrees to furnish an accessible well adequately cased in the judgment of the Buyer, of correct proportions and construction for the immediate and ready installation of the above-described property. If concrete foundation is desired, it is understood that Buyer is to furnish, at its sole cost and expense, necessary sand, gravel, cement, water and boards for making form. But Seller is not to be held responsible for settling of foundation or for damage caused to pumps or loss by such settling.

(13) Subsequent purchases of parts, fittings or services made by Buyer may, at Seller's or Holder's option, be added to this contract upon execution by Seller and Buyer of a Memorandum covering such subsequent purchases. Said Memorandum shall become a part hereof and shall be construed herewith, subject to all the terms, covenants and conditions which are contained herein. When added to this contract, the total price of the goods or services itemized herein shall be increased by the price of such subsequent purchases and all installment payments may, at Seller's or Holder's option, be increased proportionately. During such time as the time sale price under this contract remains unpaid, title to the property purchased hereunder shall be security for such subsequent purchases but only until such time as the sale price herein is fully paid.

(14) Buyer agrees that there is no written or verbal understanding of any kind or nature with Seller or any of its representatives whereby this agreement or any part thereof, is altered, modified or varied in any manner whatsoever from the conditions herein contained, and that this contract, together with any notes or other evidence of indebtedness or any Memorandum concerning subsequent sales constitutes the full and only agreement between the parties hereto. In order to afford Seller a proper opportunity to check the terms, conditions and provisions herein, this contract shall not become binding upon Seller until it is approved and signed by Seller at its home office by its authorized officer. No subsequent amendment hereof shall be binding upon seller unless reduced to writing and signed by an authorized officer thereof.

LAYNE & BOWLER PUMP COMPANY

Approved and signed at its home office in Los Angeles, California, this

By

Salesman

By

Authorized Officer

Notice: By signing this contract, Buyer acknowledges delivery of a legible copy of the same with all blank spaces filled in.

I hereby accept the foregoing on the day and date first above written, and at the price and on the terms, conditions and provisions therein named.

Joseph J. Newman
State Route 126, Delta, Idaho
(Buyer's Mailing Address)

Joseph J. Newman
Buyer's Signature

MAKE ALL REMITTANCES PAYABLE TO LAYNE & BOWLER PUMP COMPANY

A43-10219

KAFT RIVER RURAL ELECTRIC

COOPERATIVE INC.

P.O. BOX 617

PHONE 643-2405

MALTA, IDAHO 83342

DATE

9/18/66
3552

NAME

ADDRESS

DESCRIPTION

CODE

QUAN.

UNIT PRICE

AMOUNT

Capacitor 10KVAR

1

109.60

"Wife Wirehand"

MICROFILMED

MAR 04 1993

CASH

CHARGE

CREDIT

SUB
TOTAL

109.60

ACCOUNT NO.

WORK ORDER NO.

CODE 9 SALES
TAX

CHARGED BY

JOB NO.

LABOR

TOTAL

109.60

A43-10219

STATEMENT

RAFT RIVER RURAL ELECTRIC COOP., INC.

P. O. BOX 617
MALTA, IDAHO 83342

PHONE 645-2405

JOSEPH J NEWMAN
STAR ROUTE
DEULO IDAHO

DATE	ACCOUNT NO.
8-31-66	150317

INDICATES ESTIMATED
METER READING

SERVICE OR REFERENCE NO.	METER READING		KWH USED	DEMAND	BILLING CODE	AMOUNT
	PREVIOUS	PRESENT				
82366						50272
4014	00197	01597	1400	136	7	1935
4016	07205	09305	8400	5	2	51400
4031	02279	02503	2240		2	1508
<i>Capitol 109.60</i> <i>for water duty 60.00</i>						
BILLING CODES						
1. RESIDENTIAL 2. IRRIGATION POWER 3. LARGE POWER 4. INTEREST 5. NOTES RECEIVABLE 6. OTHER RECEIVABLE 7. PAYMENTS 8. ADJUSTMENTS 9. SALES TAX						
TOTAL AMOUNT DUE						54843

MICROFILMED

RAFT RIVER RURAL ELECTRIC COOP., INC.

PHONE 645-2405

MALTA, IDAHO 83342

NEWMAN
JTE
JUT
PHOTO
SER
STAR
DECL
O

DATE	ACCOUNT NO.
9 3 0 6 6	1 5 0 3 1 7

INDICATES ESTIMATED
METER READING

SERVICE OR REFERENCE NO.	METER READING		KWH USED	DEMAND	BILLING CODE	AMOUNT
	PREVIOUS	PRESENT				
9 0 9 6 6						5 4 8 4 3
4 0 1 4	0 1 5 9 7	0 2 9 9 7	1 4 0 0		7 1	3 4 8 4 3 CH
3 5 4 7		0 0 9 1 1	9 1 1 0	4 5	2	1 9 3 5
4 0 3 1	0 2 5 0 3	0 2 5 2 1	1 1 8 0	5	2	7 7 4 5
4 0 1 6	0 9 3 0 5	1 1 4 0 3	6 3 9 2 0	1 3 6	2	1 0 0 3
						5 1 3 6 5

2-1
 8-1
 22

MICROFILMED
 MAR 0 4 1993

TOTAL AMOUNT DUE

DRUMLINE

MAR 04 1993

BILILING CODES

TOTAL AMOUNT DUE

1. RESIDENTIAL
SMALL COMMERCIAL
STOCK PUMPS
PUBLIC BLDGS.

2. IRRIGATION POWER
3. LARGE POWER
4. INTEREST
5. NOTES RECEIVABLE

6. OTHER RECEIVABLE
7. PAYMENTS
8. ADJUSTMENTS
9. SALES TAX

A43-10219

STATEMENT

RAFT RIVER RURAL ELECTRIC COOP., INC.

P. O. BOX 617
MALTA, IDAHO 83342

PHONE 645-2405

JOSEPH J NEWMAN
STAR ROUTE
DECELO IDAHO

DATE	ACCOUNT NO.
113066	150317

ACCOUNT NO.
150317

MAKE PAYMENT TO:
RAFT RIVER RURAL
ELECTRIC COOP., INC.
MALTA, IDAHO

STATEMENT DUE UPON RECEIPT - DELINQUENT AFTER 10 DAYS

INDICATES ESTIMATED
METER READING

SERVICE OR REFERENCE NO.	METER READING		K W H USED	DEMAND	BILLING CODE	A M O U N T
	PREVIOUS	PRESENT				
1 3 0 6 6	0 4 3 9 7	0 8 3 2 8	3 9 3 1		7	1 8 3 2
4 0 1 4	0 4 3 3 0	0 4 9 5 2	6 2 2 0	4 5	1	1 9 3 5
5 4 7	0 2 6 2 1	0 2 6 2 4	3 0		2	4 2 1 2
4 0 3 1					2	5 2 8 7
1 1 5 6 6					3	1 8 5
1 1 5 6 6					3	1 0 1 1 7 CR
1 1 5 6 6					3	6 9 7 8 0 CR
TOTAL AMOUNT DUE						9 6 8 4

Paul

12/19

MICROFILMED

MAR 04 1993

Thank
you

RETURN THIS
STUB WITH
YOUR PAYMENT
WITHIN TEN DAYS

TOTAL AMOUNT DUE
9 6 8 4

A43-10219

STATEMENT

RAFT RIVER RURAL ELECTRIC COOP., INC.

P. O. BOX 617
MALTA, IDAHO 83342

PHONE 645-2405

31-
14 20

JOSEPH J. JOHNSON
STATE CO-OP
DECLD IDAHO 83322

DATE	ACCOUNT NO.
6 50 67	150317

STATEMENT DUE UPON RECEIPT - DELINQUENT AFTER 10 DAYS

↑ INDICATES ESTIMATED
METER READING

SERVICE OR REFERENCE NO.	METER READING		K W H USED	DEMAND	BILLING CODE	A M O U N T
	PREVIOUS	PRESENT				
055156						
004012	9802	1117	1.316		1	50.12
004010	1094	2394	20.000	120	2	154.05
004031	2024	2800	1.820			21.79
004010	4952	7212	22.600	44		134.15
061567						150.90
						340.7206
TOTAL AMOUNT DUE						763.95



1. RESIDENTIAL
SMALL COMMERCIAL
STOCK PUMPS
PUBLIC BLDGS.
2. IRRIGATION POWER
3. LARGE POWER
4. INTEREST
5. NOTES RECEIVABLE
6. OTHER RECEIVABLE
7. PAYMENTS
8. ADJUSTMENTS
9. SALES TAX

MICROFILMED

MAR 04 1993

A43-10210

27 26
34 35

C415

B
380.7

A
4.0

C
13.3

12.2

D26

30.0

D

17.7

C

37.4

F

51.8

H

18.0

13.7

20.0

D

18.7

E

14.1

MICROFILMED
MAR U 4 1993

34 35
3 2

D

21.7

B

47.3

A

D522

A43-10219



LAYNE & BOWLER PUMP COMPANY

200 N. PUENTE AVENUE, CITY OF INDUSTRY, CALIF.

MAILING ADDRESS: P.O. BOX 1300, LA PUENTE, CALIF. 91747

SOLD TO • Joe Newman
Star Route
Declo, Idaho

SHIP TO •

18

TERMS: NET 30 DAYS

SALES ORDER NO.	CUSTOMER'S ORDER NO.	PUMP NO.	DATE	INVOICE NO.
			5/6/67	TF 7033

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
----------	-------------	------------	--------

Service 3 pumps 150 hp, 50 hp & 5hp

5	gals # 110C turbine oil for motor bearings	6.25
6	gals. #10C insulating oil std. oil	6.00
1	CR1034 F 150 reduced voltage starter contact wedge & 2 fingers 1 - unit	6.00

Service charges on 3 pumps to clean motors, drain & refill
with oil, clean pump heads, clean & service switches
and change insulating oil

30.00
48.25

PAID May 29 1967

MICROFILMED
MAR 04 1993

RETURN ONE COPY OF INVOICE WITH YOUR PAYMENT

THE TITLE TO THE MERCHANDISE AND PERSONAL PROPERTY COVERED BY THIS INVOICE SHALL REMAIN VESTED IN LAYNE & BOWLER PUMP COMPANY UNTIL THE PURCHASE PRICE IS PAID IN FULL.

ALL CLAIMS FOR SHORTAGE MUST BE MADE IN WRITING WITHIN FIVE DAYS, INTEREST CHARGED AT THE LEGAL RATE ON PAST DUE ACCOUNT.

INVOICE

8-11-92

A43-10219

← file

1. Jack Newman was in to inquire about filing claims or permits for the additional land he now owns (previously leased) in NW $\frac{1}{4}$ & SW $\frac{1}{4}$, S35, 10S, 26E.
2. the 1.33 cfs claimed under A43-10219 was developed in 1966 after the Raft River CGMA was declared on 7-23-63.
3. Mr. Newman was advised to wait until A43-10219 is received and if the claim can be amended to include the two outcrops in NW $\frac{1}{4}$ & SW $\frac{1}{4}$, S35 it can be done at that time.

MICROFILMED
MAR 04 1993

L43-2499 - 4.45 cfs - 237A 1960 present

5-23-89 A43-2499 - " " " "

7-10-89 T3450 - " 237A. - moves all water to outer points and dries up corners.

5-23-89 A43-10219 - 1.33 cfs 320A 1966 present

system upgraded in 1966 - 1.33 is additional flow. water was being used on land in NW $\frac{1}{4}$ & SW $\frac{1}{4}$, S that was leased land. Claimant used this 320A because he didn't want to use land he didn't own.

Place of use is in Raft River CGMA (closed 7-23-03)

MICROFILMED
MAR 04 1993

34

35

2392

18732

504

126.4

123 ACU2

900

5 N¹¹
8.2 HEL

1949
T8608

1949

1708

N¹¹ 35

MICROFILMED

MAR 04 1993

34 35 2392
T8732

3
126.4
NH₂EL/W

13.9
NH₂EL/W

1949

T1506

NW 3
2
16

4
131.0
NH₂EL/W

3
11.3
NH₂EL/W

5
14.7

6
65.6

4
3.4
NH₂EL/W

1949
T8608

5
8.2
NW
HEL

6
92.9

7
8.7
NW
HEL

4.3
NH₂EL/W

2
65.6

NW
HEL

3
6.035
HEL

2470
T1507

MICROFILMED
MAR 4 1993

NW
HEL

Water Right Number - A43-10219

Prefix Translation: ADJUDICATION CLAIM

Old (D) Number -

*** C - CURRENT OWNER ***
NEWMAN

JOSEPH J.

1 - P.O. BOX 68
2 -
3 -

City- DECLEO

Phone - 208-272-4617

State- ID Zip- 83323

Priority Date
09/16/1966Region
17 SOUTHERNStage
J - BENEFICIAL USE

Status

Source
GROUNDWATER

Tributary

Twn Rng Sec Tract Lot Rflg County Point of Diversion
10S 26E 35 NW NE (31) CASSIA Stream Index (Blank if no Index Code)Code Description Period From Period To Water Use Diversion Rate Diversion Volume
01 - IRRIGATION 04/01 11/01 1.330+ - Total Div. Rate - + - Total Div. Volume - + - Total Div. Capacity - + - Total Consumptive Use - + - KW Usage -
1.330 0.0

Twn	Rng	Sec	Tract	Lot	Acres	Place of Use	Code	Description	County
10S	26E	35	NE NE		40.0	01	IRRIGATION	(31) CASSIA	
10S	26E	35	NW NE		40.0	01	IRRIGATION	(31) CASSIA	
10S	26E	35	SW NE		40.0	01	IRRIGATION	(31) CASSIA	
10S	26E	35	SE NE		40.0	01	IRRIGATION	(31) CASSIA	
10S	26E	35	NE SE		40.0	01	IRRIGATION	(31) CASSIA	
10S	26E	35	NW SE		40.0	01	IRRIGATION	(31) CASSIA	
10S	26E	35	SW SE		40.0	01	IRRIGATION	(31) CASSIA	
10S	26E	35	SE SE		40.0	01	IRRIGATION	(31) CASSIA	

Total Acres: 320.0

+ - - Diversion Means - 600' WELL W/ 12" CASING AND 50 HP PUMP. PUMP SET AT 300'

+ - - Non-Irrigation Use - NONE

+ - - Other Rights for Same Use - G28921

Remarks
WATER FROM 50 HP PUMP CLAIMED IN THIS WATER RIGHT CLAIM HAS BEEN
USED TO SUPPLEMENT THE WATER PRODUCED UNDER CERTIFICATE OF WATER
G28921 TO PROVIDE AN ADEQUATE IRR. WATER SUPPLY FOR THE LAND DES
CRIBED IN THIS CLAIM.MICROFILMED
MAR 04 1993

Water right number - A43-10219

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 - - +

+ - - - - - Audit Fields - 06/19/89 SCHULD - - - - - +

+ - - - - - 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 - 00/00/0000 Old Case Number -

Response Filed Date - 00/00/0000 Verified Date - 00/00/0000 Old Judicial District -

Claim Received Date - 05/23/1989 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 - M003671 Federal/State Indicator - S

Claims Tape Error Flag - POU Ownership Flag - Y Presumption Flag -

Fee Exempt Flag - Name Connector - Notice of Error flag -

MICROFILMED
MAR U 4 1993

Water Right Number - A43-02499

Prefix Translation: ADJUDICATION CLAIM

Old (D) Number - 28921

*** C - CURRENT OWNER ***

NEWMAN

JOSEPH J.

1 - P.O. BOX 68

State- ID Zip- 83323

NEWMAN

URSULA J.

City- DECLD
Phone - 208-272-4617
1 - P.O. BOX 68

State- ID Zip- 83323

*** O - ORIGINAL OWNER ***

REX L.

1 -
2 -
3 -
City- XXXXX
Phone - 208-000-0000

State- ID Zip- 9999999

Priority Date
08/12/1960

17 SOUTHERN

L - LICENSE

Status -

Source
GROUNDWATER

Tributary

Point of Diversion
Stream Index (Blank if no Index Code)

Twn Rng Sec Tract Lot Rflg County

(31) CASSIA

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

01 - IRRIGATION

04/01 10/31

4.450

Total Div. Rate - + Total Div. Volume - + Total Div. Capacity - + Total Consumptive Use - + KW Usage - +

4.450

711.0

Twn Rng Sec Tract Lot Acres Place of Use Code Description County

Twn	Rng	Sec	Tract	Lot	Acres	Place of Use	Code	Description	County
10S	26E	35	NE NE		40.0	01	IRRIGATION	(31) CASSIA	
10S	26E	35	NW NE		37.0	01	IRRIGATION	(31) CASSIA	
10S	26E	35	SW NE		40.0	01	IRRIGATION	(31) CASSIA	
10S	26E	35	SE NE		40.0	01	IRRIGATION	(31) CASSIA	
10S	26E	35	NE SE		40.0	01	IRRIGATION	(31) CASSIA	
10S	26E	35	NW SE		40.0	01	IRRIGATION	(31) CASSIA	

Total Acres: 237.0

- - - Diversion Means - 700' WELL W/ 150 HP TURBINE PUMP W/ 75 HP BOOSTER AND 16" CASING

$$\frac{225 \times 8.6 \times 1.7}{300 + (2.3 \times 60)} = 3.16$$

$$\frac{90 \times 8.6 \times 1.7}{300 + (2.3 \times 60)} = 1.26$$

MICROFILMED
MAR 04 1993

Water right number - A43-02499

Prefix Translation: ADJUDICATION CLAIM

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - NONE

2 P/D IN NONE, S35, T10S, R26E.

No Old Water Right Numbers found.

No Conditions of Approval found.

+ - - Decree Plaintiff - - - +

+ - - Decree Defendant - - - +

+ - Decree Date - +
00/00/0000

+ - - Audit Fields - 05/23/89 SCHULD 06/21/89 SCHULD 06/05/91 SOUTH1

- 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	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 05/23/1989	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	- M003671	Federal/State Indicator	- S
Claims Tape Error Flag	-	POU Ownership Flag	- Y	Presumption Flag	-
Fee Exempt Flag	-	Name Connector	- OR	Notice of Error Flag	-

MICROFILMED
MAR 0 4 1993

Water Right Number - 43-02499 Prefix Translation: WATER RIGHT Old (D) Number - 28921

*** C - CURRENT OWNER ***
NEWMAN

JOSEPH J.

*** O - ORIGINAL OWNER ***
COLE

REX L.

1 - STAR RT. BOX 79
2 -
3 -
City- DECLD
Phone - 208-000-0000
State- ID Zip- 83323
City-
Phone - 208-000-0000
State- ID Zip-

Priority Date
08/12/1960

Region
17 SOUTHERN

Stage
L - LICENSE

Status

Source
GROUNDWATER

Tributary

Point of Diversion
Stream Index (Blank if no Index Code)

Twn Rng Sec Tract Lot Rflg County
10S 26E 35 NE NW NE (31) CASSIA
NW NW NE (31) CASSIA

Code Description Period From Period To Water Use Diversion Rate Diversion Volume
01 - IRRIGATION 03/15 11/15 4.450

Total Div. Rate - + Total Div. Volume - + Total Div. Capacity - +
4.450

Twn	Rng	Sec	Tract	Lot	Acres	Place of Use	Description	County
10S	26E	35	NE NE		29.6	01	IRRIGATION	(31) CASSIA
10S	26E	35	NW NE		29.6	01	IRRIGATION	(31) CASSIA
10S	26E	35	SW NE		29.6	01	IRRIGATION	(31) CASSIA
10S	26E	35	SE NE		29.6	01	IRRIGATION	(31) CASSIA
10S	26E	35	NE SE		29.6	01	IRRIGATION	(31) CASSIA
10S	26E	35	NW SE		29.6	01	IRRIGATION	(31) CASSIA
10S	26E	35	SW SE		29.6	01	IRRIGATION	(31) CASSIA
10S	26E	35	SE SE		29.8	01	IRRIGATION	(31) CASSIA

Total Acres: 237.0

- - - - - Diversion Means -

- - - - - Non-Irrigation Use -

MICROFILMED
MAR 04 1993

WATER RIGHT

-- Remarks --
No Remarks found.

-- Old Water Right Numbers --
No Old Water Right Numbers found.

----- Conditions of Approval -----

102 - The Director maintains jurisdiction of this transfer up to five (5) years for the purpose of determining potential injury to existing rights, both junior and senior, in the vicinity of the transferred point of diversion.

105 - The use of water on the lands to which the above referenced water rights were appurtenant is hereby abandoned and failure to put the water to beneficial use within five (5) years of the date of the approval of this transfer on the new land identified under item B.5 shall constitute loss or forfeiture of the water rights.

+ - Decree Date - +
00/00/0000[illegible]

+ - - Audit Fields - 03/26/85 05/28/88 CONVERT 07/14/89 CURTIS

Water Rights Dates and Flags Area			
Proof Due Date	00/00/0000	Field Exam Made	00/00/0000
Approved/Denied	00/00/0000	Protested Date	00/00/0000
Proof Made Date	00/00/0000	Hearing Date	00/00/0000
Exam to S.O. Date-	00/00/0000	Verified Date	03/26/1985
Order Show Cause	00/00/0000	Receipt Number	
Licensed Date	06/28/1979	Appl Received	00/00/0000
Decree Date	00/00/0000	Presumption Flag	
		Field Exam Fee	
		Swan Falls	
		Temporary Right	
		DLE/Carrey Act	
		Water District	
		Transfer/Amended	

MICROFILMED
MAR 04 1993

12/22/2000

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

RIGHT NUMBER: 43-10219
NAME AND ADDRESS: JOSEPH J NEWMAN
PO BOX 68
DECLO, ID 83323

SOURCE: GROUND WATER

QUANTITY: 1.33 CFS

USE OF THIS RIGHT WITH RIGHT NO. 43-02499 IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 4.45 CFS AND TO A TOTAL
COMBINED ANNUAL DIVERSION VOLUME OF 948 AF.

PRIORITY DATE: 06/30/1985

POINT OF DIVERSION: T10S R26E S35 NWNWNE Within CASSIA County
T10S R26E S35 NWNWNE Within CASSIA County

TWO POINTS OF DIVERSION LOCATED IN T10S, R26E, S35, NWNWNE.

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	03-15 11-15	1.33 CFS

PLACE OF USE:

IRRIGATION Within CASSIA County			
T10S R26E S35	NENE	35	T10S R26E S35 NWNE 33
T10S R26E S35	SWNE	40	T10S R26E S35 SENE 36
T10S R26E S35	NENW	38	T10S R26E S35 NWNW 12
T10S R26E S35	SWNW	4.3	T10S R26E S35 SENW 39
T10S R26E S35	NESW	28	T10S R26E S35 NWSW 0.7
T10S R26E S35	SESW	1.5	T10S R26E S35 NESE 36
T10S R26E S35	NWSE	40	T10S R26E S35 SWSE 36
T10S R26E S35	SESE	36	

415.5 ACRES TOTAL

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 178.5 ACRES
WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION
SEASON.

USE OF THIS RIGHT WITH RIGHT NO. 43-02499 IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 415.5 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.

THIS RIGHT IS AN EXPANSION OF RIGHT NO. 43-02499 PURSUANT TO SECTION 42-1416B, IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Walter J. Gellert

DIVERSION
VOLUME

Stage: **BENEFICIAL USE**

CASSIA County

SE

POU County: CASSIA

Non-Irrigation Uses: NONE

Other Rights: 43-02499

Conditions of Approval:

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

REMARKS: QNT USE OF THIS RIGHT WITH RIGHT NO. 43-02499 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 4.45 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 948 AF.

POD TWO POINTS OF DIVERSION LOCATED IN T10S, R26E, S35, N44WNE.

POU1 USE OF THIS RIGHT WITH RIGHT NO. 43-02499 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 415 ACRES IN A SINGLE IRRIGATION SEASON.
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 178 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

THIS RIGHT IS AN EXPANSION OF RIGHT NO. 43-02499 PURSUANT TO
SECTION 42-1416B, IDAHO CODE.

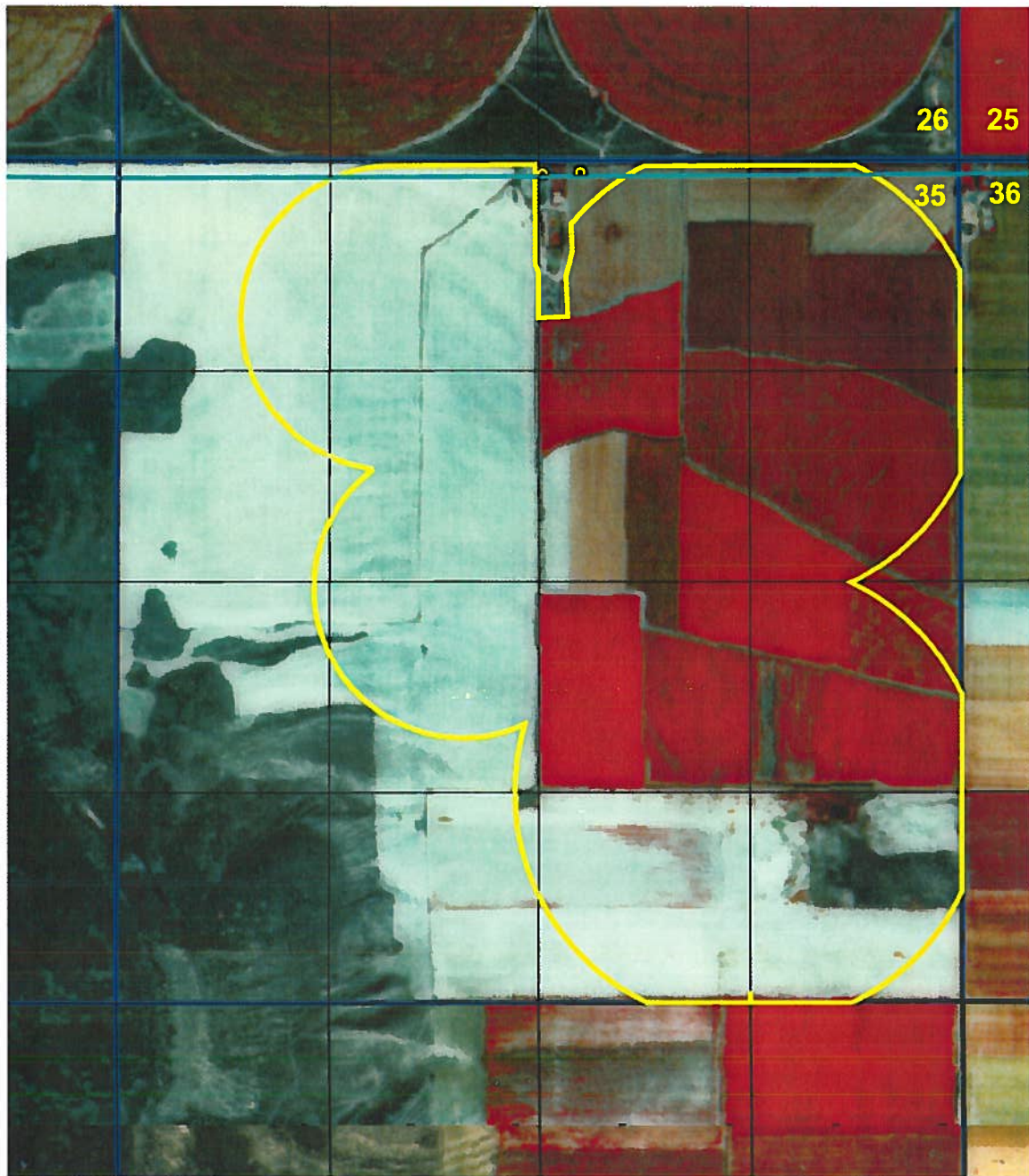
Dates: Exam Made Date: 08/14/1994 Verified Date: 03/10/2000 Objection Filed Date:

Misc: **Water District Number:**

Field Inspection Flag: E
Presumption Flag:

Idaho Department of Water Resources

43-02499 and 43-10219



0 1320 2640 3960 Feet



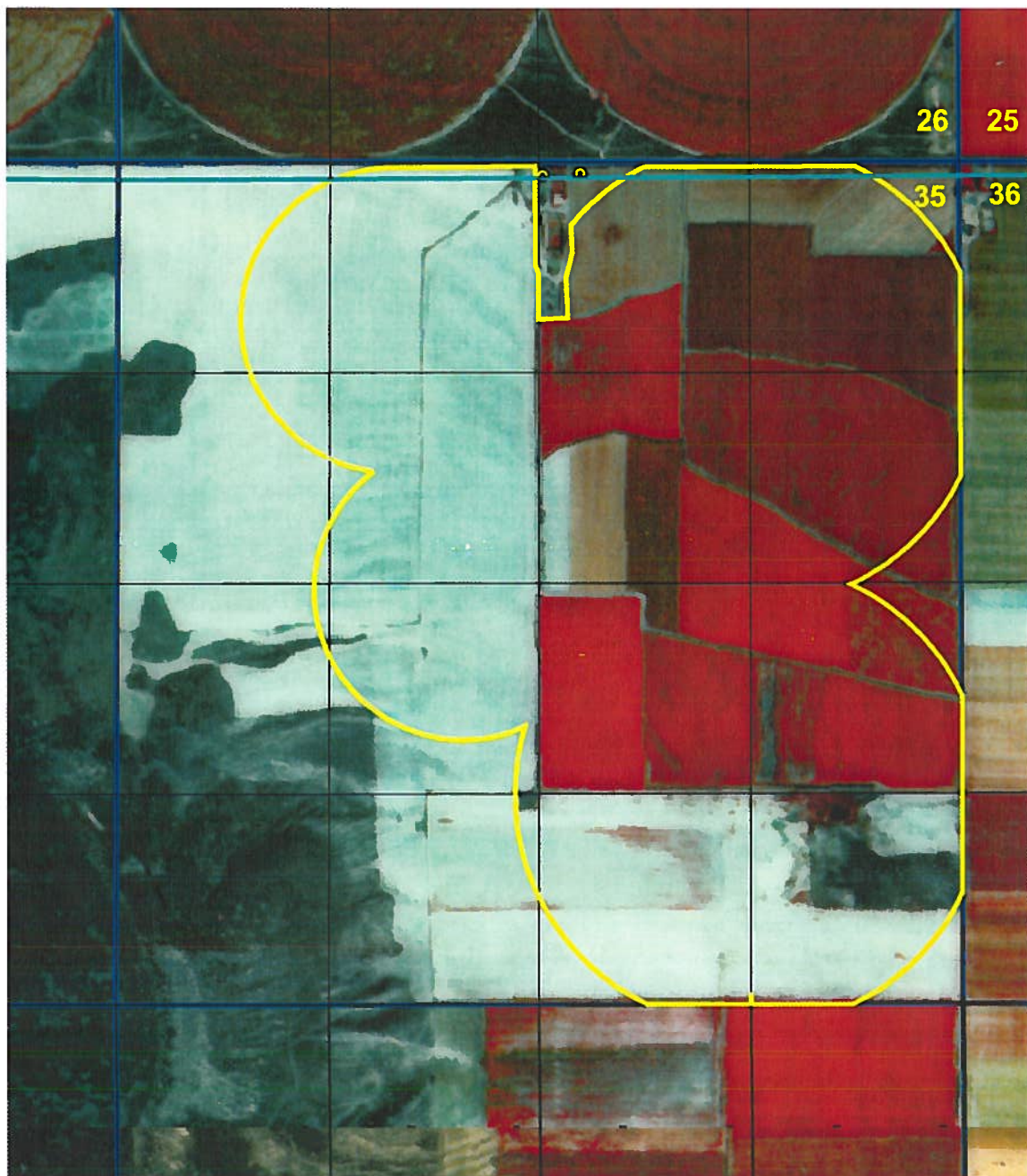
RECOMMENDED PLACE OF USE
DATA ENTRY ON MAR. 10, 2000
TWP 10S, RNG 26E, SECTION 35

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

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

Idaho Department of Water Resources

43-02499 and 43-10219



0 1320 2640 3960 Feet



RECOMMENDED PLACE OF USE
DATA ENTRY ON MAR. 10, 2000
TWP 10S, RNG 26E, SECTION 35

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

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

CLAIM NUMBER A43-02499 DATE 3/10/2000
A43-10219 AGENT JK

TRANSFER NUMBER 34
CLAIMED ACRE TOTAL 23.5
GIS ACRE TOTAL 4

	TWP	RNG	SEC	NE				NW				SW				SE			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
CLAIM	10S	26E	35	40	40	40	40	37	10	7	37.5	26	.5			29.5	29.5	29.5	29.5
GIS	10S	26E	35	35	33	40	36	38	12	4	39	28	.5		1.5	36	40	36	36
RECOM	10S	26E	35	35	33	40	36	38	12	4	39	28	.5		1.5	36	40	36	36
CLAIM																			
GIS																			
RECOM																			
CLAIM																			
GIS																			
RECOM																			

B43-POU.SHP

SHAPE NOS.

178

B43-POD.SHP

NOS. DESCRIPTION

119 10S, 26E, 35 NW NW NE

120 10S, 26E, 35 NW NW NE

DBF TABLES UPDATED

B43-DBPOU.DBF ☒

B43-DBPOD.DBF ☒

JPEG LAYOUT ☒

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

16:07:44
03/09/00
33

PAGE: 16
PROFILE REPORT

CLAIM NUMBER: A43-10219

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	JOSEPH J NEWMAN	~~09/16/1966~~ 6/30/1985	IRRIGATION	04-01 11-01 3-15-11-15	1.330 CFS	1.9 406 AF
TOTAL DIVERSION:					1.330 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T10S R26E S35

~~NONE~~
NWNWNE (2) POOL

CASSIA County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE												
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	
10S	26E	35	:	40	40	40	40	:	39	10	04	37	:	26	.5			:	40	40	40	40	:	437.0
				35	33	40	36		38	12	4	39		28	.5	1.5			36	40	36	36		437.0
TOTAL ACRES																							415	

POU County: CASSIA

Non-Irrigation Uses: NONE

Other Rights: G28921

43-02499

Remarks: GEN WATER FROM 50 HP PUMP CLAIMED IN THIS WATER RIGHT CLAIM HAS BEEN USED TO SUPPLEMENT THE WATER PRODUCED UNDER CERTIFICATE OF WATER G28921 TO PROVIDE AN ADEQUATE IRRIGATION WATER SUPPLY FOR THE LAND DESCRIBED IN THIS CLAIM.

***** CLAIM AMENDED 8-23-93 TO ADD ACRES TO THIS CLAIM. NEW ACRES REPRESENT ACRES PREVIOUSLY IRRIGATED ON LEASED GROUND BUT NOT CLAIMED. CLAIMANT NOW OWNS GROUND AND HAS AMENDED CLAIM TO ACCOUNT FOR THOSE ACRES. KKC*****

copy to comments
Cond. Code C18

Remarks
"GEN" KD4
"QNT" E25
"POU1" E11
KD6 (178)
"POD" F02

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag: E (expansion)
42-KH66

43-02499
445 cfs ÷ 237 Ac. x 178 exp. acres = 1.9 cfs
948 AF ÷ 415 Ac. x 178 exp. acres = 406 AF

6/9/94

COMMUNICATION DOCUMENTATION

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent JEANIE M ROBERTSON

DATE July 26, 1995 3:56pm **CUSTOMER** JOE NEWMAN A43-02499, A43-10219

SUBJECT: MEASUREMENT ON WELL
phone call (X) walk-in (.)

He called and said he is leasing his farm to Mike Garner this year and wanted to let me know that the "Big Well", which I was unable to measure last year, is now, or soon will be, running. He suggested I give Mike a call and set up an appointment to measure the well or else it will probably be turned off soon and I won't be able to get a measurement again this year. I told him I will try to do that soon and let him know the results. He can be reached at 801-272-4617, 1846 Field Crest Lane, Salt Lake City, UT 84117...

Called Mike and he said he would have the booster back up on Joe's place a week from tomorrow (8/4) and that would be a better time to measure. I will call him next week and plan to meet him then...

Aug. 11, 1995
Measured Joseph Newman's Big Well #2 today and determined 1350 gpm was being pumped. Wrote a letter to Mr. Newman to let him know...

Aug. 18, 1995
Mr. Newman called today and said he'd received my letter and was surprised at the measurement, as he expected it to be more like 1800 gpm. He'd replaced the bowls this past winter and 1800 gpm was the expected capacity. Told him I noticed as I was leaving that day that someone was moving hand-lines around, perhaps that could have affected the measurement on the one side. He asked that I try to measure it again sometime if I can. Told him I would keep that well on my list for needing measurements and perhaps could do it again next year...

IDWR Employee/Agent JEANIE M ROBERTSON

SUBJECT: MEASURE WELL AGAIN??
phone call (X) walk-in (.)

I measured his well last year and he thought it seemed a little low. Called me today to say that Mike Garner is leasing again this year and has put a new sprinkler package on and he thinks it is working better. Asked if I could come out and measure again? Told him I'd see what I could do and would try to get hold of Mike first...

We also discussed A43-10219 which is an expansion claim of the license (A43-02499). I wanted to make sure he was aware that it may be disallowed because of the repeal of the presumption statutes by the 1994 legislature. He said he was aware of all that but wanted to keep operating the same way in case they were reinstated. We also discussed the fact that the priority date was after the Raft River area was designated a CGMA on 7/23/63. He said that Yale Road is the arbitrary line for the CGMA and he felt that he was so close to it (within 100') that he might be okay. Claims he drilled the first well in 1961 but soon after, it started to pump sand. He drilled a second well and abandoned the first one. After a year or so the system was still not pumping to capacity, so he deepened the first well and tied them both together. Said they were measured again at that time and together were pumping the licensed amount.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

16:06:17
03/09/00

PAGE: 15
QUICKLOOK INFORMATION

32
CLAIM NUMBER: A43-10219

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	Y							
POINT OF DIV	Y							
SOURCE	Y							
PLACE OF USE	Y							
DIV. AMOUNT CFS/VOLUME	Y							
CONSUMPTIVE USE	-							
PURPOSES OF USE								
PERIOD OF USE	Y							
BASIS OF CLAIM	Y							
REMARKS	Y							

BARCODE UPDATED
WHOM/DATE

R PROOF

CVR

MAPS

PHOTOS

MISC

—

—

—

—

—