

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: A43-10590
Date Received: 8/8/89
Receipt No: C009042
Received By: Sp

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: J. R. SIMPLOT COMPANY 208-336-2110
Address: P.O. BOX 27
BOISE, ID 83707

2. Date of Priority: JUL 12, 1955

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
11S	26E	34	SW	SW	NE		CASSIA

5. Description of diverting works:
WELL, PUMP, LINE, AND STOCK TANKS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.120		
DOMESTIC	01/01	12/31	0.240		
COMMERCIAL	01/01	12/31	0.240		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
5 HOUSEHOLDS AND 1 SHOP FOR FARM, 500 HEAD CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12S	26E	3	NE	NE		DOMEST	

A43-10590

Page 1

Date: 08/01/89

MICROFILMED

MAR 05 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12S	26E	3	NE	NE		COMMER	
			NE	SW		STOCK	

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:
NONE

14. Remarks:

GARY HARPER OWNS THE GRUND AT THE POINT OF DIVERSION. THE PROPERTY AT THE POD WAS SOLD TO GARY HARPER BY THE J. R. SIMPLOT COMPANY. THERE IS AN AGREEMENT BETWEEN SIMPLOT AND HARPER FOR SIMPLOTS CONTINUED USE OF THE WELL.

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: One Map

For Organizations:

I do solemnly swear or affirm that I am Secretary of _____ Title

J. R. Simplot Company, that I have signed the foregoing Organization document in the space below as Secretary of Title

J. R. Simplot Company and that the statements contained in the Organization foregoing document are true and correct.

[Signature]
Signature of Authorized Agent

Secretary, J. R. Simplot Company
Title and Organization

8-2-89

Date

State of Idaho)
County of Ada) SS.

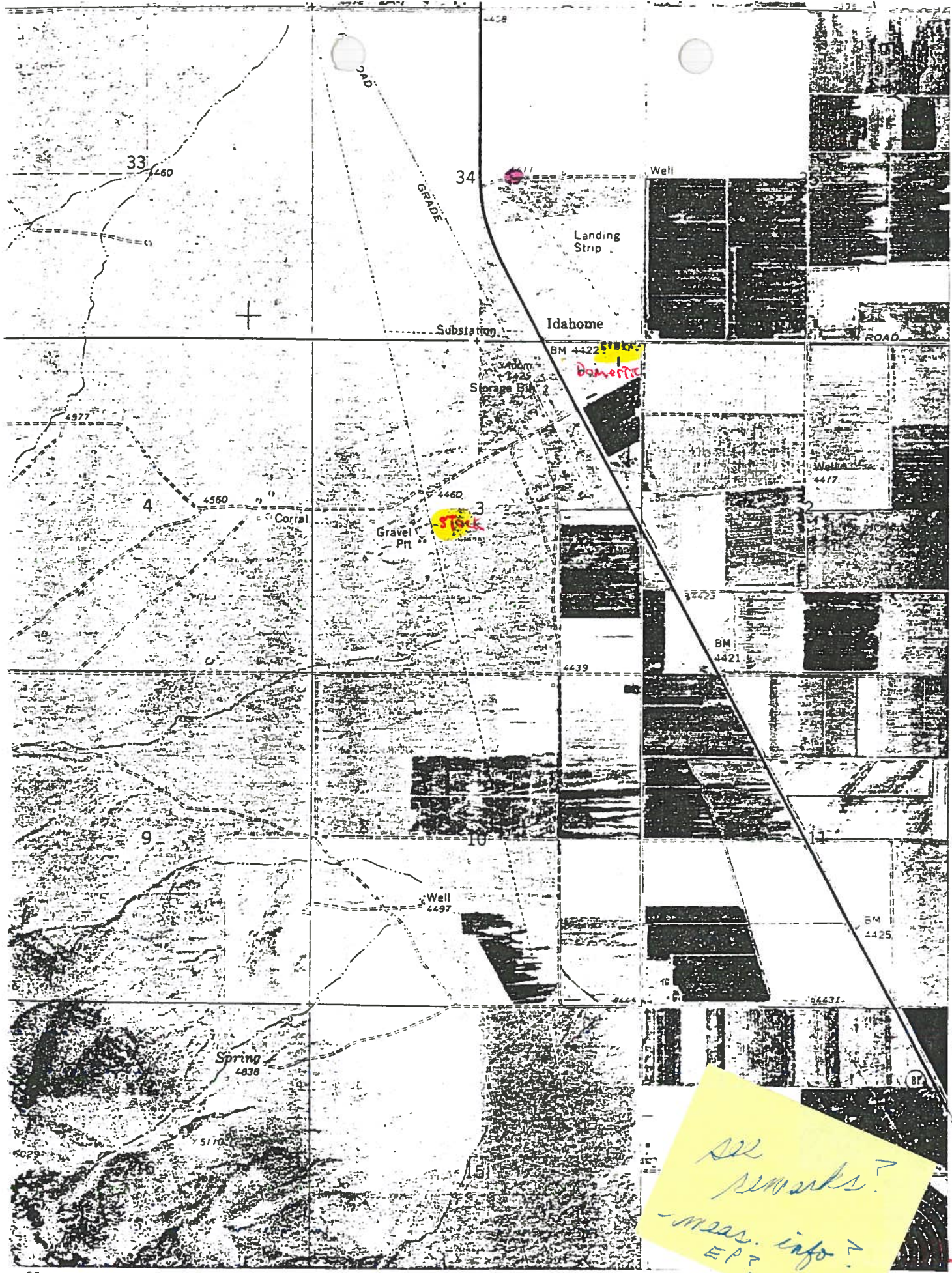
Subscribed and sworn (or affirmed) before me this 2nd day
of August 19 89

[Signature]
Notary Public

Seal

Residing at Meridian, Idaho

My Commission Expires 11-06-91



08 1714

99

T 11 S

25

T 12 S

98

97

96

56 MI

UTAH

56 MI

SNOWY BL.

42° 22' 30"

113° 22' 30"

AR 0 5 1993



CORPORATE HEADQUARTERS

September 12, 2002

Kelly Christensen
Senior Water Resource Agent
State of Idaho
Department of Water Resources
1341 Filmore Street, Suite 200
Twin Falls, ID 83301

RECEIVED
SEP 13 2002
Department of Water Resources
Southern Region

Re: SRBA Subcase No. 43-10590.

Dear Kelly:

Enclosed are copies of the Idaho Residential Property Records provided by the Cassia County Assessor for the three remaining homes and farm shop using water under the above referenced claim. Originally there were five homes and the farm shop utilizing water under this claim. According to the enclosed records, two of the three remaining homes were constructed in 1936. The third was built in 1940. Two of the original five homes were destroyed by fire in 2001. According to the Assessor, their records indicate the destroyed homes were constructed in 1940.

Unfortunately, the year-built for the shop is not identified on the enclosed records. Because of the appearance and location of the shop, we believe it is reasonable to conclude that it was constructed during a time that is comparable to the date the homes were built.

Sincerely,

Vic Conrad
Land and Development

Enclosure

COMPOSITE ADJUSTMENT								SITE ADJUSTMENTS												
09	CAT	LOC	CLASS	TYPE	UNIT	QTY	COST	BASE VALUE	01	Location	10	Access	20	View	30	Topography	40	Width	TOTAL FACTOR	EXT VALUE
									50	Depth	60	Plottage	70	Beach	80	Corner	90			
12					Ac	2.72	2000	5440		%		%		%		%	%	%	%	5440
19					Ac	0.38		0		%		%		%		%	%	%	%	-
										%			5 App	%		%	%	%	%	8000
										%				%		%	%	%	%	
APPRaiser: <u>C</u> APPRAISAL DATE <u>1/28/09</u> REVIEW YR <u>99</u>																				
REINSPECTED APPR <u>C</u> DATE <u>5/2/02</u> REVIEW YR <u>02</u>																				
								LAND VALUE \$ <u>13440</u>												

Parcel No. 01080010
Code Area 17
Name/Address SIMPLIST INDUSTRIES
P.O. Box 27
BOISE ID

Legal Description DORMONE
ACRES 5.6, 19.5, 19.7

Property Address _____

IDAHO RESIDENTIAL PROPERTY RECORD

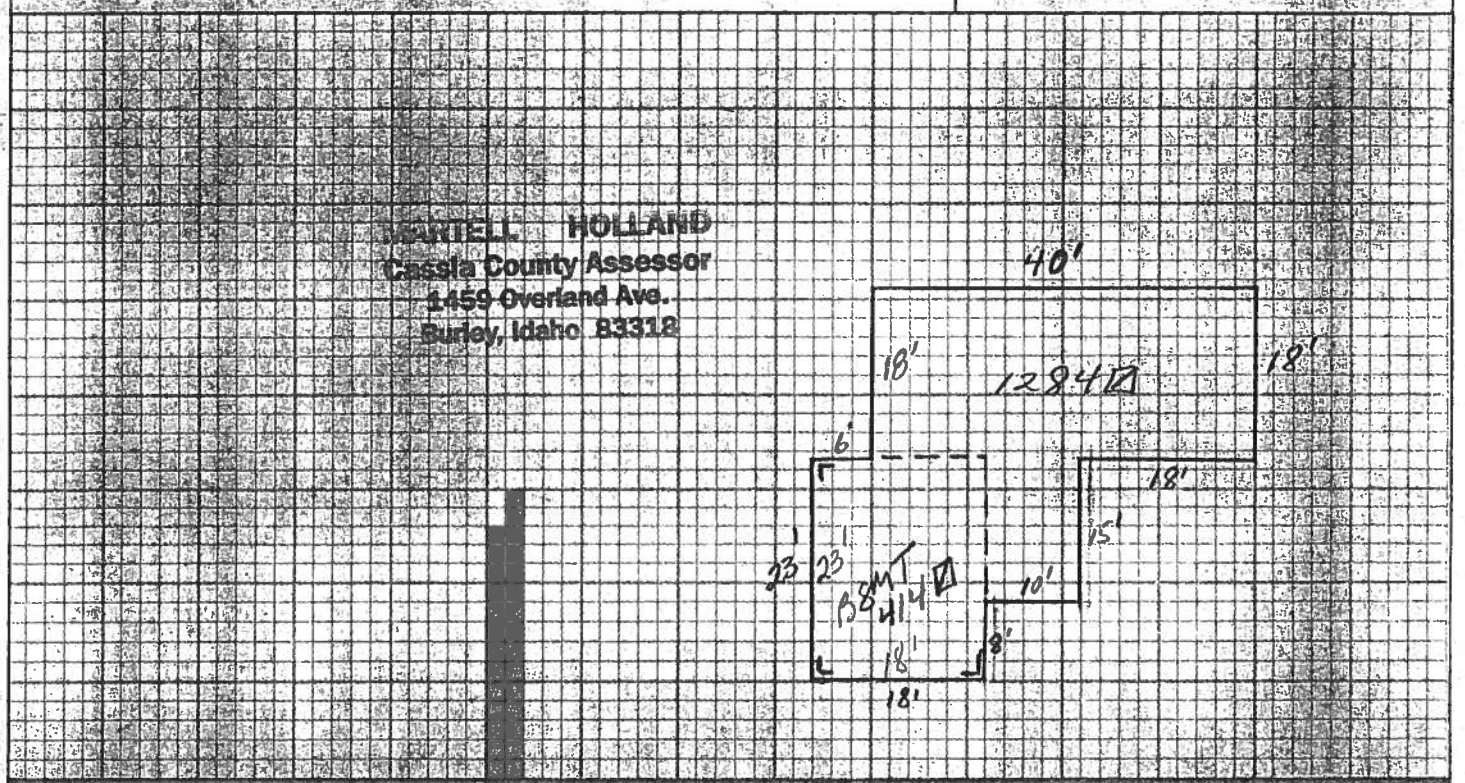
Sheet No. 2 of 5

MISCELLANEOUS DATA		VALUES SUMMARY	
		YEAR	YEAR
Class	<u>3</u>		
Use Code	<u>3122</u>		
Units	<u>1</u>		
Market Grade	<u>3</u>		
Year Built	<u>1936</u>		
Year Remodeled			
Effective Age			
Effective Year			
Shape Code	<u>C</u>		
Date Occupied			
		Residence	\$ _____
		Garage	\$ _____
		Carport	\$ _____
		Other	\$ _____
		Total Improve.	\$ _____
		Land	\$ _____
		MARKET VALUE	\$ _____

Inspected By	<u>DE</u>	Date	<u>4/7/94</u>	Rev Yr	<u>94</u>
Computed By	<u>E</u>	Date	<u>4/28/94</u>	Rev Yr	<u>94</u>
Certified Appraiser	<u>E</u>	Date	<u>4/2/02</u>	Rev Yr	<u>02</u>
Assessor		Date		Rev Yr	
Reinspection		Date		Rev Yr	

Prebuilt	YES	NO
Building Permit		
Under Construct.		
Photo No.		

PURCHASE INFORMATION	
Price	Date
Price	Date
Asking	Date
Rent	Per Date



DEWELL HOLLAND
Cassia County Assessor
1459 Overland Ave.
Burley, Idaho 83312

LAND INFORMATION

01 NEIGHBORHOOD	02 OFF-SITE IMPROVEMENTS	03 TOPOGRAPHY	04 WATER FRONT PROPERTY	05 ON-SITE UTILITIES
01 Urban <u>08</u> Stable	Street <u>01</u> None	01 Low	01 Lake <u>6</u> Beach	01 Electricity <u>05</u> Public Water
02 Suburban <u>07</u> Improving	Gravel/Dirt <u>02</u> Level	02 Level	02 River/Creek <u>None</u> P F A G E	02 Gas <u>06</u> Private Well
03 Rural <u>08</u> Declining	Public Access <u>02</u>	03 Moderate Slope	03 Accretion <u>7</u> Grade	03 Underground Elect/Telephone <u>07</u> Public Sewer
04 Recreational	Private Access <u>03</u>	04 Steep Slope	04 Bluff Land P F A G E	04 Cable TV <u>08</u> Septic System
90	80	90	90	90

06 SUBJECT DIMENSIONS	07 SITE INFORMATION	08 REMARKS
Frontage <u>128'4"</u>	01 Location P F A G E	<u>10522E363000 - 3/91 - 28,000 - 1938A</u> <u>ABOVE VALUE ATTRIBUTED TO HOUSE BY</u> <u>BUYER DR.</u>
Depth <u>18'</u>	02 Amenities P F A G E	
Other <u>18'</u>	03 Landscaping P F A G E	
	04 View P F A G E	
	05 Detriments Few Many None	
	06 Zoned	

09 COMPOSITE ADJUSTMENT						10 SITE ADJUSTMENTS								
CAT	LOC	CLASS	TYPE	UNIT	QTY	COST	BASE VALUE	01 Location	10 Access	20 View	30 Topography	40 Width	TOTAL FACTOR	EXT. VALUE
								50 Depth	60 Plottage	70 Beach	80 Corner	90		
								%	%	%	%	%	%	%
								%	%	%	%	%	%	%
								%	%	%	%	%	%	%
								%	%	%	%	%	%	%

APPRAISER: _____ APPRAISAL DATE: _____ REVIEW YR: _____
REINSPECTED APPR: _____ DATE: _____ REVIEW YR: _____

LAND VALUE \$ _____

LAND VALUE \$

OUTBUILDINGS

Owner SIMPLOT INDUSTRIES Location _____ County _____
 Address _____
 City and State _____ Sheet _____ of _____

Type GENERAL PURPOSE BUILDINGS 4 Built _____ Per. _____ Ht. 14

SHOP

Square Feet				BASE COST	Sq. Ft. Items		Lump Sums
Basement	1st	2nd			+	-	
	1260			570			

Foundation CONE
 Exterior Wall METAL GALV
 Roof METAL GALV
 Floor CONE
 Partitions _____
 Interior Components _____
 Electrical 110-220 4-110 @ 26.104 1220-120 8P. 275
 Plumbing _____
 Heating _____
 Equipment _____

Total Lump Sums 499

Appraised 5.5-F7 By B.D. Area 1260 sf x \$ 5.70 psf + TLS = TBC \$ 7182
 Computed 4/7/94 By DP 19 _____ LCM x Qual _____ % = _____ % Mod x TBC = \$ 7681
 Reviewed 2/3/95 By E Depreciation: Physical, Functional and Economic = Percent Good 50 to 60%
 Construction Cost 112800 \$ Depreciated Replacement Cost \$ 3840 RA

Type _____ Class _____ Built _____ Per. _____ Ht. _____

Square Feet				BASE COST	Sq. Ft. Items		Lump Sums
Basement	1st	2nd			+	-	

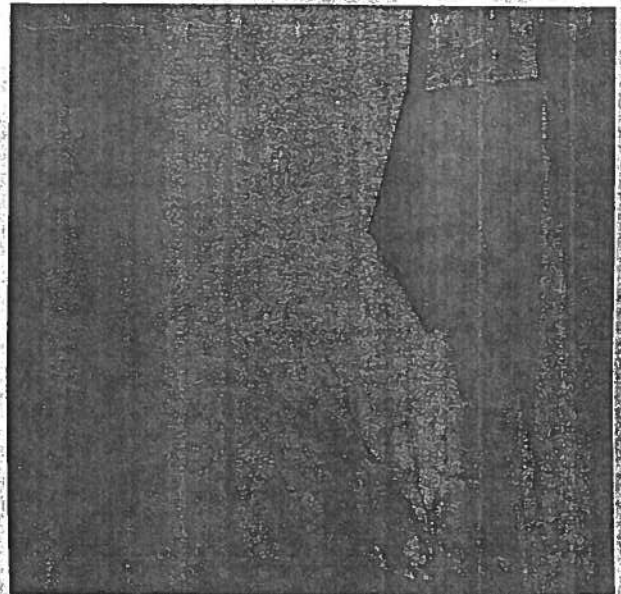
Foundation _____
 Exterior Wall _____
 Roof _____
 Floor _____
 Partitions _____
 Interior Components _____
 Electrical _____
 Plumbing _____
 Heating _____
 Equipment _____

Appraised _____ By _____ Area _____
 Computed _____ By _____ 19 _____
 Reviewed _____ By _____ Dep _____
 Construction Cost \$ 24

REMARKS:

Assessor's Conclusion for _____ sheets

TLS - Total Lump Sums; TBC - Total Base Cost; Mod - Modifier





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

A43-10590
J. R. SIMPLOT COMPANY
P.O. BOX 27

BOISE

ID 83707

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 11 5 1993

INPUT: AJ_SELECTION:FRAZEE-NAME-SIMPILOT.SEL

IDaho DEPARTMENT OF WATER RESOURCES
ADJUDICATION ATTORNEY NAME ADD/UPDATE

DATE: 01/02/91
TIME: 23:15:56.9
PAGE: 4

TYPE OF ACTION: ADD
MODIFY ALL FIELDS FLAG:

LAST NAME: YOUNG, GRAY OR BRUCE BELZER
ADDRESS LINE 1: J R SIMPILOT CO LEGAL DEPT
ADDRESS LINE 3: PO BOX 27
CITY: BOISE

STATE: ID ZIP: 837070027

FIRST NAME:
ADDRESS LINE 2: 999 MAIN ST STE 1300
PHONE NUMBER: (208) 389-7318

A43-02485	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-02488	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-02489	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-02504	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-02505	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-02516	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-02517	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-02519	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-02522	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-02536	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-02547	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-02548	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-02569	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-02575	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-04021A	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-04021B	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-04194	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-04195	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-04197	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-04199	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-04202	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-07056	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-07068	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-07145	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10397	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10398	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10399	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10400	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10401	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10402	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10403	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10404	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10405	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10406	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10407	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10408	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10426	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10578	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10579	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10590	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10591	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A43-10592	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A45-02179	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A45-02719	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A45-02746	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A45-11847	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A47-04312	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A51-02140	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE
A57-02202	ATTORNEY NAME	SUCCESSFULLY	ADDED TO NAME FILE

GRAY YOUNG
BRUCE BELZER
Attorneys at Law
J. R. Simplot Company Legal Department
999 Main Street, Suite 1300
P.O. Box 27
Boise, ID 83707
(208) 389-7318
(208) 389-7515 Telefacsimile

Attorneys for J. R. Simplot Company

RECEIVED
JAN 21 1992

Department of Water Resources

RECEIVED

APR 06 1993

Department of Water Resources
Southern Region Office

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT

OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF CASSIA

In Re the General Adjudication
of Rights to the Use of Water
From the Snake River Drainage
Basin Water System.

The State of Idaho, ex rel.
R. Keith Higginson in his
official capacity as Director
of the Idaho Department of
Water Resources,

Petitioner,

vs.

The United States;
The State of Idaho;
and All Claimants to the Use
of Water from the Snake River
Basin Water System,

Respondents.

ALICE FOSHA, HELEN FLINT, and
BEVERLY ADAMS, individuals,

Plaintiffs,

vs.

A. KENNETH DUNN, Director of the
Department of Water Resources
of the State of Idaho,

Twin Falls County
Civil Case No. 39576

and

Cassia County
Civil Case No. 13770-12-83

NOTICE OF APPEARANCE

*Don modified thru
C.A.N. program.*

*4-1-93
- Af*

Defendants.)

IN THE MATTER OF THE GENERAL)
DETERMINATION OF RIGHTS TO THE)
USE OF GROUNDWATER DIVERTED)
FROM SECTIONS 19, 20, 21, 28, 29,)
30, 31, 32, AND 33, T. 11 S.,)
R. 27 E., B.M.)

A. KENNETH DUNN, Director of the)
Department of Water Resources)
of the State of Idaho,)

Counterplaintiff,)

vs.)

ALICE FOSHA, HELEN FLINT, and)
BEVERLY ADAMS, individuals,)

Counterdefendants.)

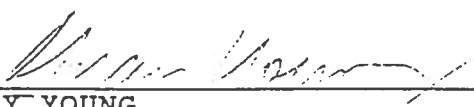
TO ALL PARTIES:

GRAY YOUNG, Assistant General Counsel, J. R. Simplot
Company, hereby enters his appearance as co-counsel on behalf
of J. R. Simplot Company in this action. All notices to
J. R. Simplot Company should be delivered to the following
address:

Gray Young
Bruce Belzer
J. R. Simplot Company
Legal Department
999 Main Street, Suite 1300
P.O. Box 27
Boise, ID 83707

DATED this 20th day of January, 1992.

By


GRAY YOUNG
Assistant General Counsel

4507vrl-20-92/1.42

CERTIFICATE OF MAILING

I HEREBY CERTIFY that a true and correct copy of the foregoing NOTICE OF APPEARANCE was mailed this 20th day of January, 1992, in an envelope with sufficient first-class postage prepaid thereon to the following:

Idahome Farms, Inc.
1925 Oakley Avenue
Burley, ID 83318

Dennis Jay Harper
Star Route
Declo, ID 83323

Roland Allen Land &
Livestock
Star Route
Malta, ID 83342

Mark J. Taylor
Strong & Hanni
5th Floor, Boston Building
Salt Lake City, UT 84111
Attorney for Fosha, et al.

Leo A. Jardine
Jardine, Linebaugh,
Brown & Dunn
Suite 400
370 East South Temple
Salt Lake City, UT 84111
Attorney for Raft River Ranches, Inc.

A. Lynne Krogh-Hampe
Deputy Attorney General
Idaho Department of Water Resources
1301 North Orchard
Boise, ID 83706-2237


VICKI SPANGLER

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

Case No. 39576

)
)
)
)
)
)
)

Subcase 43-10590

STANDARD FORM 5

AMENDED CLAIM

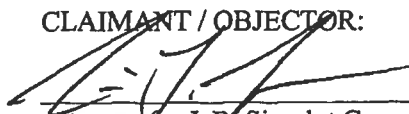
For Domestic & Stockwater Rights

This form is used to report the stipulated elements of one "domestic and/or stockwater" right acquired under state law and/or one federal reserved water right and to amend the Notice of Claim. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described per the attached Amended Claim. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

CLAIMANT / OBJECTOR:

 10/21/02

Attorney for J. R. Simplot Co. Date

IDWR CONCURRENCE:

 10-22-02

Sr. Water Resource Agent Date
Approved as to form _____ Date
Attorney for IDWR

09/17/2002

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

RIGHT NUMBER: 43-10590

NAME AND ADDRESS: J R SIMPLOT CO
PO BOX 27
BOISE ID 83707

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.10 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC AND STOCKWATER
USES SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 07/12/1955

POINT OF DIVERSION:

T11S R26E S34 SWSWNE Within CASSIA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
STOCKWATER	01/01 12/31	0.020 CFS
DOMESTIC	01/01 12/31	0.080 CFS

PLACE OF USE:

STOCKWATER PLACE OF USE
T11S R26E S34 NESW
DOMESTIC PLACE OF USE
T12S R26E S03 NENE

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

~~NO LAWFUL APPROPRIATION SHOWN: There are a number of circumstances in which a claim is proposed to be disallowed on this basis. This is most commonly included for a claim based on beneficial use or posted notice that is PROPOSED to be disallowed because the right claimed is not within an exception to the mandatory permit statute, and beneficial use of water prior to the mandatory permit statute was not confirmed. This is also included where a claim is PROPOSED to be disallowed because the claim is to water that is not public water subject to appropriation. This is also included where a right was determined not to exist in a prior adjudication.~~

~~NO LAWFUL APPROPRIATION SHOWN.~~

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.

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR DOMESTIC USE AND STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: Beneficial Use

CERTIFICATE OF SERVICE

I certify that on _____, 2002, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

☐ Overnight Mail
☐ Regular Mail
☐ Hand-delivered
☐ Facsimile

2. Copies to:

Travis L. Thompson
Barker, Rosholt & Simpson
P.O. Box 2139
Boise, ID 83709

☐ Overnight Mail
☐ Regular Mail
☐ Hand-delivered
☐ Facsimile

Chief, Natural Resources Div.
Office of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

☐ Overnight Mail
☐ Regular Mail
☐ Hand-delivered
☐ Facsimile

United States Dept. of Justice
Environment & Nat'l Res. Div.
550 West Fort Street, MSC 033
Boise, ID 83724

☐ Overnight Mail
☐ Regular Mail
☐ Hand-delivered
☐ Facsimile

IDWR Document Depository
P.O. Box 83720
Boise, ID 83720-0098

☐ Overnight Mail
☐ Regular Mail
☐ Hand-delivered
☐ Facsimile

Signature of person mailing this document

09/17/2002

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

RIGHT NUMBER: 43-10590
NAME AND ADDRESS: J R SIMPLOT CO
PO BOX 27
BOISE ID 83707

*e-mailed to S.O.
10-4-02 for SF5.
KRC*

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.10 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC AND STOCKWATER
USES SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 07/12/1955

POINT OF DIVERSION:

T11S R26E S34 SWSWNE Within CASSIA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
STOCKWATER	01/01 12/31	0.020 CFS
DOMESTIC	01/01 12/31	0.080 CFS

PLACE OF USE:

STOCKWATER PLACE OF USE
T11S R26E S34 SESW
DOMESTIC PLACE OF USE
T12S R26E S03 NENE

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

~~NO LAWFUL APPROPRIATION SHOWN: There are a number of
circumstances in which a claim is proposed to be disallowed on this basis.
This is most commonly included for a claim based on beneficial use or
posted notice that is PROPOSED to be disallowed because the right claimed
is not within an exception to the mandatory permit statute, and beneficial use
of water prior to the mandatory permit statute was not confirmed. This is
also included where a claim is PROPOSED to be disallowed because the
claim is to water that is not public water subject to appropriation. This is
also included where a right was determined not to exist in a prior
adjudication.~~

~~NO LAWFUL APPROPRIATION SHOWN.~~

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.

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR DOMESTIC USE AND
STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: Beneficial Use

Christensen, Kelly

From: Vic.Conrad@simplot.com
Sent: Thursday, October 03, 2002 3:06 PM
To: kchrste@idwr.state.id.us
Cc: Gray.Young@simplot.com; cmorey@simplot.com
Subject: SRBA Subcase No. 43-10590.



Responses to
Addition Informat...

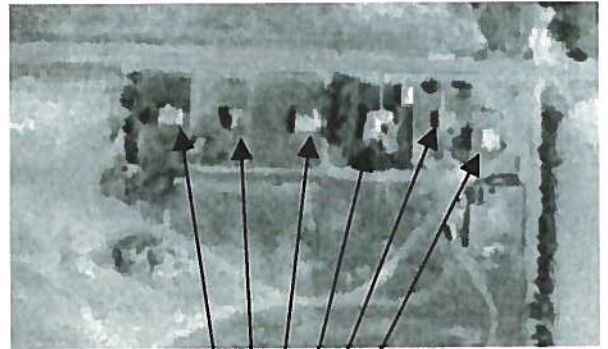
<<Responses to Addition Information Request.doc>>

Kelly,
Attached are Simplot's responses to your requests for additional
information. The responses may look pink to you, but we prefer magenta.



Is the stock tank west of the road at the corrals or east of road in the pasture?

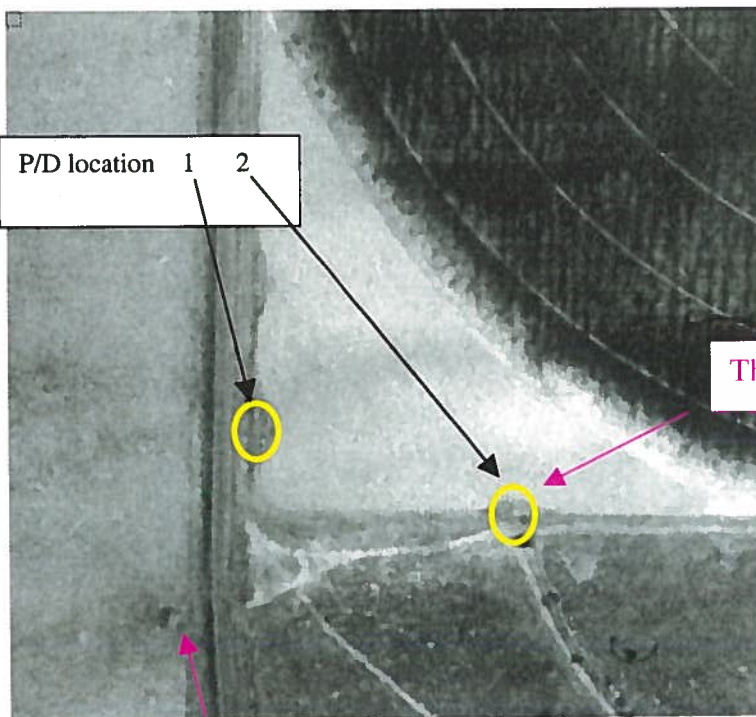
Kelly, see the image below for the stock water trough.



House or shop 1 2 3 4 5 6

Which houses burned down?

1 = Home
2 = This one burned
3 = This one burned
4 = Home
5 = Home
6 = Shop



P/D location 1 2

Is location 1 or 2 the correct location for the point of diversion?

This is the well

This is the stock water trough

SIMPLIOT'S ATTACHMENT
to the Oct 3, 2002 3:06 PM
message
Subject: SRBA Subcase No 43-10590

Christensen, Kelly

From: Christensen, Kelly
Sent: Tuesday, September 17, 2002 12:06 PM
To: 'Vic.Conrad@simplot.com'
Subject: FW: SF5 for 43-10590.



43-10590 additional
questions ...

-----Original Message-----

From: Christensen, Kelly
Sent: Tuesday, September 17, 2002 12:04 PM
To: 'Vic.Conrad@simplot.com'
Subject: RE: SF5 for 43-10590.

I decided to refine the locations we discussed. Look at the attached photo to see what you think.
You can just call out numbers if I have marked them right.
The black and white photos are from terraserver. I copied the internet address for a zoomed in view of the farmstead. you should be able to just copy the address and paste it into your browser.

<http://terraserver.homeadvisor.msn.com/image.aspx?t=1&s=10&x=1514&y=23492&z=12&w=1>

and here is the word doc

-----Original Message-----

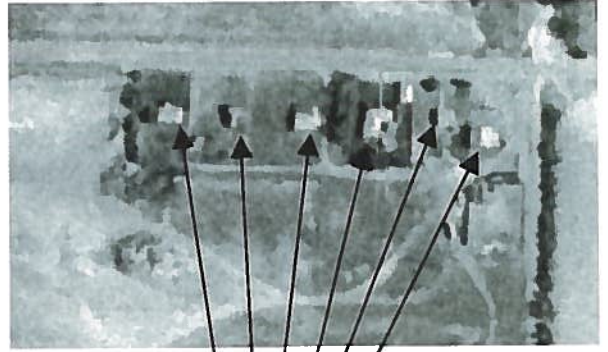
From: Vic.Conrad@simplot.com [mailto:Vic.Conrad@simplot.com]
Sent: Tuesday, September 17, 2002 9:37 AM
To: kchrste@idwr.state.id.us
Subject: SF5 for 43-10590.

Do you need anything more from me on this?

Pg 1/2

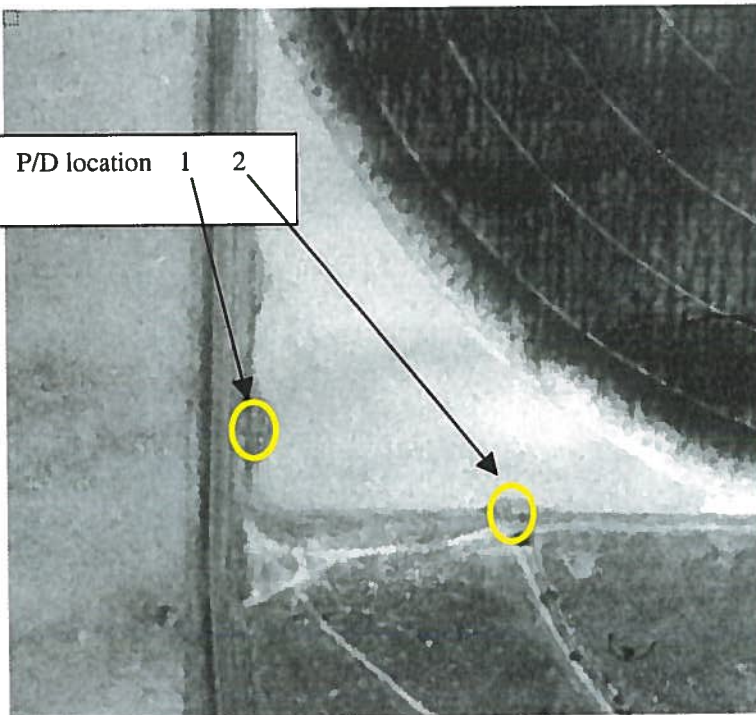


Is the stock tank
west of the road
at the corrals or
east of road in
the pasture?



House or shop 1 2 3 4 5 6

Which houses burned down?



P/D location 1 2

Is location 1 or 2 the
correct location for the
point of diversion?

Sept 17, 2002 12:06
Pg 2/2

Christensen, Kelly

From: Vic.Conrad@simplot.com
Sent: Friday, September 13, 2002 4:38 PM
To: kchrste@idwr.state.id.us
Subject: RE: SRBA Subcase no. 43-10590 (Idahome).

Kelly,
Flow: The standard flow you recommend below is fine.
Point of Diversion: I was under the impression the well is southerly of the well you identify in this image (almost due south along the south line of the SWNE).

Stock water place of use: The trough is off this map. The trough is located in the SESW. This image has the entire SE $\frac{1}{4}$ - so if you need me to pinpoint the trough location on your image, I need you to send me the SW $\frac{1}{4}$.

Thanks.

-----Original Message-----

From: Conrad, Vic (Corporate)
Sent: Friday, September 13, 2002 3:01 PM
To: Young, Gray (Corporate)
Subject: FW: SRBA Subcase no. 43-10590 (Idahome).

Have Faith.....

-----Original Message-----

From: Christensen, Kelly [mailto:kchrste@idwr.state.id.us]
Sent: Friday, September 13, 2002 1:40 PM
To: Conrad, Vic (Corporate)
Subject: RE: SRBA Subcase no. 43-10590 (Idahome).

I am putting an SF5 together but realized that there are a few points we did not discuss. Attached is a word document that spells them out. Let me know your wishes. *See pg 3*

thanks Kelly

-----Original Message-----

From: Vic.Conrad@simplot.com [mailto:Vic.Conrad@simplot.com]
Sent: Thursday, September 12, 2002 11:16 AM
To: kchrste@idwr.state.id.us
Subject: SRBA Subcase no. 43-10590 (Idahome).

Kelly,
As we discussed this morning, Simplot's use falls within the domestic use

limit of 13,000 gallons per day under this claim. I will forward copies of the information I copied from the Cassia County Assessor's records verifying the date the domestic homes were built. Although these records indicate the homes were built earlier than the 1955 priority claimed, I see no significant reason to seek a change to this priority.

I do have one quirk. There is a stock water trough that needs to be added to the place of use for this claim. It is located within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34 T.11S R.26E. The trough was inadvertently missed in filing the original claim.

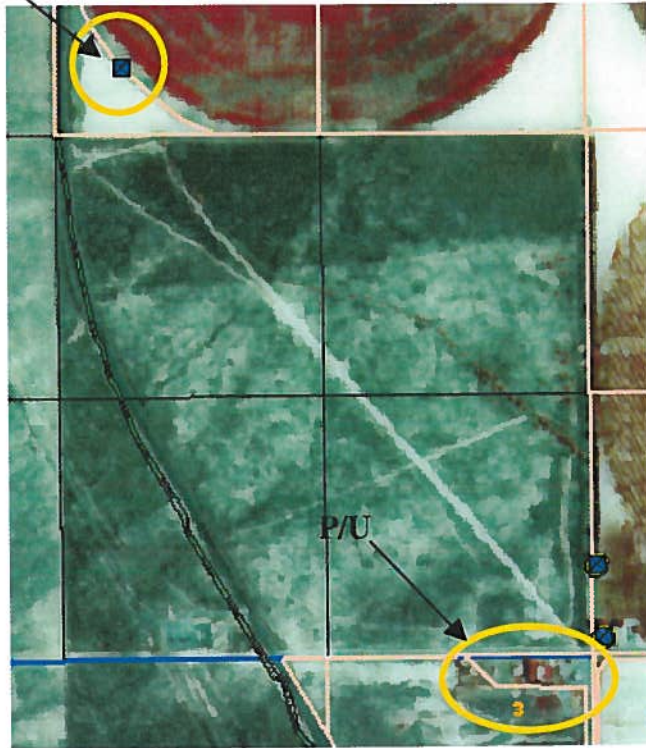
After discussing this with Candice, please let me know if this subcase can be resolved. If so, let me know if Candice prefers handling settlement through an SF5 (stipulation) or SF4 (motion to amend claim) to address the stock trough place of use.

ANALYSIS OF 43-10590

Additional questions concerning settlement of the objection.

1. Is the marked well location the well used by the homes correct? Should it be closer to the SW corner of the quarter/quarter?
2. Specifically, where is the stock tank located?
3. What diversion rate do you feel would represent the domestic and stockwater uses?
The generic rate recognized by the department (lacking additional data) is 0.08 cfs for 3 homes and for stockwater 0.02 cfs. Giving a total of 0.08 cfs or 0.10 cfs.

P/D



KKC to Vic
Sept 13, 2002 1:40PM

3/3

Christensen, Kelly

From: Vic.Conrad@simplot.com
Sent: Thursday, September 12, 2002 11:16 AM
To: kchrste@idwr.state.id.us
Subject: SRBA Subcase no. 43-10590 (Idahome).

Kelly,
As we discussed this morning, Simplot's use falls within the domestic use limit of 13,000 gallons per day under this claim. I will forward copies of the information I copied from the Cassia County Assessor's records verifying the date the domestic homes were built. Although these records indicate the homes were built earlier than the 1955 priority claimed, I see no significant reason to seek a change to this priority.

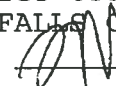
I do have one quirk. There is a stock water trough that needs to be added to the place of use for this claim. It is located within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34 T.11S R.26E. The trough was inadvertently missed in filing the original claim.

After discussing this with Candice, please let me know if this subcase can be resolved. If so, let me know if Candice prefers handling settlement through an SF5 (stipulation) or SF4 (motion to amend claim) to address the stock trough place of use.

RECEIVED

AUG 21 2002

Department of Water Resources

2002 AUG 20 AM 10:03
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED 

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	NOTICE SETTING STATUS	
	)	CONFERENCE	
Case No. 39576	)		
	)	SUBCASE NOS: 43-02378	43-02484
		43-02522	43-02547
		43-10426	43-10590

Please be advised that Special Master TERRENCE A. DOLAN
has set a Status Conference in the above subcase(s)
as follows:

THURSDAY, SEPTEMBER 19, 2002 at 10:00 AM

SRBA
DISTRICT COURT
253 3RD AVENUE NORTH
TWIN FALLS, ID

Option: Parties may participate by phone if they contact the
clerk at (208) 736-3011 prior to SEPTEMBER 18, 2002.

Dated: AUGUST 20, 2002

/S/ LETTIE MESSICK
Deputy Clerk
Snake River Basin Adjudication

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

Page 1 8/20/02

CERTIFICATE OF MAILING

I Certify that a true and correct copy of the NOTICE SETTING STATUS CONFERENCE was mailed on AUGUST 20, 2002, with sufficient first-class postage to the following:

J R SIMPLOT CO
Represented by:
TRAVIS L THOMPSON
205 N 10TH ST, STE 520
PO BOX 2139
BOISE, ID 83701-2139
Phone: 208-336-0700

J R SIMPLOT CO
PO BOX 27
BOISE, ID 83707

DIRECTOR OF IDWR
PO BOX 83720
BOISE, ID 83720-0098

Christensen, Kelly

E-MAILED 6-26-02
KKC

To: McHugh, Candice
Subject: 43-10590 simplot disallowed right

I was the one that disallowed this right. There wasn't enough information about the system and uses to make a reasonable recommendation.

There still isn't enough information to make a recommendation.

Outstanding issues are;

1. Claim contends that an irrigation well was converted to the domestic, stock, commercial use in 1970. Good evidence exists that a 3 HP motor replaced an irrigation 3 phase system in 1970. What was the domestic system prior to 1970?
2. The establishment of the domestic facilities is supported with a statement that "Anecdotal evidence indicates the dwellings and farm shop were a part of the operation long before 1970." (There is a RR rural elec contract dated 1959 for a 3 phase 440 vot system. When was the last home developed? Was it 1959? Was the shop (commercial use) also in place in 1959?
3. I do not know what the irrigation use was or where. If they just abandoned the well for a different well to continue to irrigate the same ground then an unrecorded transfer would not be applicable.
4. A 3hp system at 40 psi and pumping from 100 ft at 70% efficiency would produce approximately 0.10 cfs. (all values except the hp are estimates).
5. What is the commercial use? The claim indicates that it is a shop. If so, what is all of the uses in the shop? (just part of a domestic use?

Once these questions are answered I may have more.

Kelly K Christensen

RECEIVED

FEB 19 2002

Department of Water Resources
Southern Region

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

Subcase 43-10590
(Insert water right number)

In Re SRBA)

Case No. 39576)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

NAME AND ADDRESS OF PERSON OBJECTING

Name: J. R. Simplot Company

Address: P. O. Box 27

Boise, Idaho 83707

Daytime Phone: 208-336-2110

Name & Address of Attorney, if any:

CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: J. R. Simplot Company

Address: P. O. Box 27

Boise, ID 83707

I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☒ **Name and Address**
Should be: J. R. Simplot Company
2. ☒ **Source**
Should be: Groundwater
3. ☒ **Quantity**
Should be: .36 c.f.s.
4. ☒ **Priority Date**
Should be: July 6, 1959
5. ☒ **Point(s) of Diversion**
Should be: T.11S R.26E Section 34 SWSWNE
6. ☐ **Instream Flow Description**
Should be: _____
7. ☒ **Purpose(s) of Use**

Stockwater, 500 hd cattle:	.12 cfs
Domestic, 5 households:	.24 cfs
Commercial, Farm Shop:	.24 cfs
8. ☒ **Period of Year**
Should be: From 1/01 to 12/31
9. ☒ **Place of Use**
Should be: 12S 26E Sec. 3 NENE (Domestic)
(Commercial)
NESW (Stock)
10. **I object because:**
☐ This water right should not exist.

☒ This water right was not recommended, but should be recommended with the elements described above.

REASONS SUPPORTING OBJECTION(S):

The original contract for the purchase of electrical power used to operate the point of diversion identified by this water right was dated July 6, 1959 (copy attached). The contract provided electrical service to a pump used to divert water for water for irrigation purposes.

Although the contract limits the use of the electrical service for irrigation purposes only, it is unclear whether the domestic, stock and commercial uses identified by this claim were combined with the original irrigation use. Anecdotal evidence indicates the dwellings and farm shop were part of the operation long before 1970. Regardless of whether these uses were part of the original development, the well was partially converted from irrigation use in 1970 when the electrical service was reduced to a level that was inadequate to pump water for irrigation purposes. In 1970 two services were removed; 1) an existing single phase electrical service (presumably used to pump water for the livestock, homes and shop uses), and 2) a three phase irrigation electrical service. Immediately following the removal of those services a single phase electrical service was reinstalled. The single phase service reinstalled in October, 1970, remains the service that has been used until the present time.

The following documents, provided by the Raft River Electrical Cooperative, the local electrical service provider, are attached as evidence in support of the removal of the single and three phase services in October, 1970:

1. The Material Job Credit Ticket no. 1076 dated October 8, 1970.
2. Staking Sheet, Work Order no. 70-10-2.
3. Construction Work Order no. 10-10-2R dated October 31, 1970

As evidence to support the re-installation of the single phase service, copies of the following documents provided by the Raft River Electrical Cooperative are attached:

1. An undated Material Job Charge Ticket No. 1077, Work Order No. 70-10-2
2. Construction Work Order No. 70-10-2 dated October 31, 1970.

Should the evidence be determined inadequate to verify that the domestic, stock and commercial uses were combined with the original 1959 irrigation use, the attached documents provide a clear record that the conversion from irrigation use was completed no later than 1970. There is no question the water right was established no later than 1959 when the electrical service contract began and the use, although reduced, has continued uninterrupted until the present time. Because the

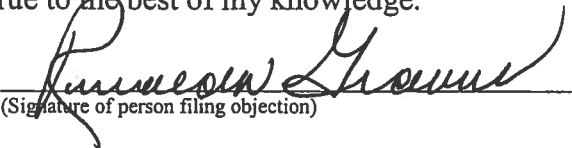
current uses comply with the accomplished transfer provisions of Idaho Code Section 42-1425, those uses should be given the same priority as the original irrigation use and should be decreed with the elements as described above.

VERIFICATION (Must be Completed)

State of Idaho)
)ss.
County of Ada)

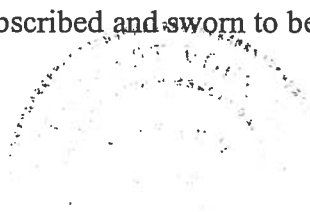
Ronald N. Graves, Senior Vice President, Secretary and General Counsel of the J. R. Simplot Company, duly sworn, upon oath, deposes and says:

That I am the party/claimant filing this objection, as defined by I.C. § 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.


(Signature of person filing objection)

(Attorney signing in representative capacity)

Subscribed and sworn to before me on: 2/6/02


Nael Janet Voermans
Notary Public for Boise, ID
Residing at: Boise
My Commission Expires: 10/07/02

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the Court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

CERTIFICATE OF MAILING

I certify that on February 7, 2002, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original-to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

Name: J. R. Simplot Company
Address: PO Box 27
Boise, ID 83707

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
PO Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724

JR SIMPLOT COMPANY

By Miss Young, Assoc. Gen'l Counsel
Signature of Objector or attorney
mailing on Objector's behalf

*Domestic
R.R. Cattle*

8045

Form 0-253-11
Page 1

AGREEMENT FOR PURCHASE OF POWER

THIS AGREEMENT, Made this 6th day of July 19 59, between
the Raft River Rural Electric Cooperative, Inc., hereinafter called the Seller, and
Gordon Construction Company hereinafter called the Consumer.

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

NE $\frac{1}{4}$

Section 34, Township 11 South, Range 26,
East, of the Boise Meridian. And has a well on the SW $\frac{1}{4}$ NE $\frac{1}{4}$
of Section 34 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 60 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 five years from the date of
this contract.

1. Service Characteristics

The electrical energy to be furnished under this contract shall be alternating
current, three phase, sixty cycle, 440 volts.

2. Payment

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

In the event that the Consumer uses no electrical energy upon the said premises
or the amount of electrical energy used by the Consumer during any irrigation season
at the purchase price or prices shown on Schedule I shall not equal
\$ 133.00 to be paid during any irrigation season, then the Consumer agrees
to pay to the Seller a minimum charge of \$ 133.00 for the irrigation season
of any year during the life of this contract. The said minimum charge to be paid on
or before the 1st day of November of the year in which no electrical energy is used for
pumping water for irrigation purposes or the amount used did not equal said minimum
charge.

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

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

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

4. Continuity of Service

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

5. Membership

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

6. Term

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

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

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

(Seal)

(Consumer)

By

Gordon Hansen
Gordon Hansen

RAFT RIVER RURAL ELECTRIC COOPERATIVE, INC.

By

Edwin C. Schlender
(Manager)

STATE OF IDAHO

County of Cassia

ss

On this 6th day of July, 19 59, before me, the undersigned, a Notary Public in and for said State, personally appeared Edwin C. Schlender, known to me to be the manager of the Raft River Rural Electric Cooperative, Inc., the corporation whose name is subscribed to the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

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

STATE OF IDAHO

County of Cassia

ss

On this 6th day of July, 19 59, before me, the undersigned, A Notary Public in and for said State, personally appeared Gordon Hansen, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

SCHEDULE I
IRRIGATION SERVICE

Availability

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

Character of Service

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

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

Rates

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

Energy Charge

First 250 KWH per Horsepower per month @ 1.0¢ per kwh
Excess KWH per month @ 0.6¢ per kwh

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

Determination of Horsepower

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

Provision for pumping service during non-irrigation season

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

Minimum Annual Charge

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

Conditions of Service

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

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

Term of Payment

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

Power Factor Clause

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

MATERIAL JOB CREDIT TICKET

Date 10-8-78 Purpose Of Withdrawals 3rd Service Retire Ticket No. 1076
 Received By: Lib Pump Account No. 8084
 Work Order No. 26-10-2R

	Qua.	Unit	Total
Adapter, 3/16	1	69	69
Anchor, Patent			
Arrestor,			
Bolt, Carriage			
Bolt, Eye & TE			
Bolt, Machine & DA	4	55	220
Bolt, Upset			
Brace, 28" crossarm			
Brace, 60" crossarm	1	410	410
Bracket,			
Bracket, Tran. Olus.	2	2040	4080
Clamp, Arb.			
Clamp, 3 Bolt			
Clamp, Hot-line c s	3	218	639
Clamp,			
Clamp, Loop DR			
Clamp, Pri, DE			
Clevis, Sec. & Ser.			
Clevis,			
Conduit, 1 1/2	10	16	160
Conduit, 2"	10	62	620
Connector, 4 & 8			
Connector, 2 & 1/0			
Connector, 2/0 & 4/0	3	203	609
Connector, 350MCM			
Connector, 500 400			
Connector, PG			
Connector, Service			
Crossarm, 8'	1	445	445
Crossarm, 10'			
Coupling, & Connector 1 1/2	1	30	30
Cutout-Combination 9 HVA	1	2585	2585
Deadend, Tri, Bucket	2	JUNK	
Deadend, pref. grip			
Drive Hook,			
Entrance Ell,			
Guy, Attachment			
Guy, Grip Pref.			
Guy, Hook			
Guy, Plate			
Hysplice,			
Insulator, neutral			
Insulator, 7.2 PT	1	76	76
Insulator, 14.4 PT			
Insulator, 0" Susp.			
Insulator, 10" Susp.			
Nipple, Offset 3/4	1	33	33
Nuts, eye & TE			

	Qua.	Unit	Total
Pin, PT 7.2'			
Pin, X-arm 7.2			
Pin, PT 14.4			
Pin, X-arm 14.4			
Plate, Tran. Adap.	3	331	993
Pole, 25'			
Pole, 30'			
Pole, 35'			
Pole, 40'			
Reducer 1 1/2 x 2	1	98	98
" 2 x 3 1/2	1	133	133
Rod, Anchor			
Rod, Anchor			
Rod, Armor			
Rod, Armor			
Rod, Ground			
Screw, Lag	9	11	99
Sleeve,			
Sleeve,			
Splice 1/0 Pref.			
Staples,			
Stubs,			
Stubbing, Bands			
Weatherhead, 1 1/2	1	80	80
Weatherhead, 2 1/2	1	210	210
Yard-Light,			
Yard-Light, Arm			
Wire, TW #6	35	12	420
Wire, TW #10	35	40	1400
Wire, RHW			
Wire, RHW			
Wire, Tie			
Wire, SD			
Wire, SD			
Wire, ACER			
Wire, ACSR			
Wire, Triplex			
Wire,			
Wire, Quadroxplex			
Wire, Duplex			
Jal 6739887			
Sol 6715793			
Ser 6915808			
Transformer, 15 HVA	3		
Watt 7210 120/240			
Safety Switch			
Fuses,			
Nipple			
Bushings & Locknuts			

Line Material TOTAL: 133.73
 Resale Material TOTAL: 33
 TOTAL: 134.06
 Plus 20% 4.02
 BILLING: 138.08

STAKING SHEET

Work Order No. 70-10-2

Sheet No. of

Line Lead

ENGINEER

Staked

Checked

Released for Const.

System Designation RR cattle

Location 1st Service to Dom well SW 1/4

Twp R Sec

Map Reference

SKETCH OF WORK										Rolling Span									
POLE NO.	PRI (BACK) SPAN	POLES H & C		PRI UNIT	R.W. CLEARING	LINE ANGLE	TRANE "G"	GR. "M2"	GUY		ANCHOR "F"	SECONDARY		SERVICE		SEC. OR WIRE SIZE	METER		MISC. & REMARKS
		MISC.	H & C	MISC.					UNIT "E"	NO.		UNDER-BUILD	SPAN	UNIT	SPAN		SIZE LOOP	SIZE METER	
121		635	C-1			310-15						14	307	two	topps	1/4	COND	ELTW	
122						14-5										3/4	COND	ELTW	30 ft

FEET	NO. OF LINES	P.O.L. LINE FEET	CONDUCTOR FEET	
			COUNT NO.	DATE WIRE NO.
PRIMARY LINE				
SECONDARY				
BARE				
COVERED				
UNDERBUILT				
SERVICE DROP				
TOTAL				
NO. OF MEMBERS				

DATE Dec. 31, 1970
WORK ORDER NO. 70-10-28

~~Active 3/4 Pump Service Sucker #8084~~

NEW CONSTRUCTION		RELATED WORK ORDER NO.	WORK COMPLETED
SYSTEM IMPROVEMENTS		RELATED WORK ORDER NO.	PRIMARY MILES
REPLACEMENTS		RELATED WORK ORDER NO.	SEC. & SEAV. MILES
DATE	FOLIO	DESCRIPTION	

AMOUNT OF ESTIMATE WORK ORDER

5
AUTHORIZED BY

MATERIAL JOB CHARGE TICKET

Ticket No. 1077

Date 10-8 Purpose Of Withdrawals Service To Man Account No. 8045
 Received By: Walt well 3 HP Swagelok Work Order No. 70-10-2

	Qua.	Unit	Total
Adapter, 3/16			
Anchor, Patent			
Arrester,			
Bolt, Carriage			
Bolt, Eye & TE			
Bolt, Machine & DA	2	55	110
Bolt, Upset			
Bolt,			
Brace, 28" crossarm			
Brace, 60" crossarm			
Brace,			
Bracket,			
Bracket, Tran. Clus.			
Clamp, Arb.			
Clamp, 3 Bolt			
Clamp, hot-line o a	1	213	213
Clamp,			
Clamp, Loop DE			
Clamp, Pri. DE			
Clevis, Sec. & Ser.			
Clevis,			
Conduit, 3/4 24	15	08	120
Conduit,			
Connector, 4 & 6	3	46	138
Connector, 2 & 1/0	2	77	154
Connector, 2/0 & 4/0			
Connector, 350MCM			
Connector, 500 400			
Connector, PG			
Connector, Service			
Crossarm, 8'			
Crossarm, 10'			
Couplings, & Connector 3/4	1	13	13
Couplings	1	13	13
Outout-Combination			
Deadend, Tri. Bucket			
Deadend, pref. grip			
Drive Hook,			
Entrance Ell,			
Guy, Attachment			
Guy, Grip Pref.			
Guy, Hook			
Guy, Plate			
Hysplices,			
Insulator, neutral			
Insulator, 7.2 PT			
Insulator, 14.4 PT			
Insulator, 6" Susn.			
Insulator, 10" Susn.			
Nipple, Offset 3/4	1	33	33
Nuts, eye & TE			

	Qua.	Unit	Total
Pin, PT 7.2			
Pin, X-arm 7.2			
Pin, PT 14.4			
Pin, X-arm 14.4			
Plate, Tran. Adap.			
Pole, 25'			
Pole, 30'			
Pole, 35'			
Pole, 40'			
Reducer 3/4 1	1	21	21
" 1 1/2	1	49	49
Rod, Anchor			
Rod, Anchor			
Rod, Armor			
Rod, Armor			
Rod, Ground			
Screw, Lag			
Slave,			
Sleeve,			
Splice 1/0 Pref.			
Staples,			
Stubs,			
Stubbing, Bands			
Weatherhead, 3/4	1	63	63
Weatherhead,			
Yard-Light,			
Yard-Light, Arm			
Wire, TW #10	60	04	240
Wire, TW			
Wire, RHW			
Wire, RHW			
Wire, Tie			
Wire, SD #6	10	07	70
Wire, SD			
Wire, ACSR			
Wire, ACSR			
Wire, Triplex			
Wire,			
Wire, Quadrox			
Wire, Duplex			
3rd C.E. 5388			
Transformer, 5 HP			
CSP GE 2000 10000	1		
Safety Switch 30 4T	1	8.86	8.86
Fuse, FRN 00	2	.33	.66
Nipple			
Bushings & Locknuts 3/4	2	.05	.10
Hub	1	1.63	1.63

Line Material TOTAL: 7.34
 Resale Material TOTAL: 16.28
 TOTAL: 23.62
 Plus 20% .71
 BILLING: 24.33

DATE 04. 31, 1970
WORK ORDER NO. 70-10-2

DESCRIPTION OF WORK

LOCATION Service to 3H Pump Van #3045 Swagler

WORK STARTED

NEW CONSTRUCTION

RELATED WORK ORDER NO.

WORK COMPLETED

SYSTEM IMPROVEMENTS

RELATED WORK ORDER NO.

PRIMARY MILES

REPLACEMENTS

RELATED WORK ORDER NO.

SEC. & SEAY. MILES

[illegible]

TOTAL

AMOUNT OF ESTIMATE WORK ORDER

CONTRIBUTIONS IN AID OF CONSTRUCTION	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	
69	
70	
71	
72	
73	
74	
75	
76	
77	
78	
79	
80	
81	
82	
83	
84	
85	
86	
87	
88	
89	
90	
91	
92	
93	
94	
95	
96	
97	
98	
99	
100	

AUTHORIZED BY



J.R. SIMPLOT COMPANY ONE CAPITAL CENTER 999 MAIN STREET SUITE 1300
P.O. BOX 27 BOISE, IDAHO 83707-0027 (208) 336-2110 FAX (208) 389-7515

CORPORATE HEADQUARTERS

July 26, 2001

Kelly Christensen
Sr. Water Resource Agent
State of Idaho
Department of Water Resources
1341 Filmore Street, Suite 200
Twin Falls, ID 83301

RECEIVED
JUL 27 2001
Department of Water Resources
Southern Region

Re: SRBA Claim No. 43-10590.

Dear Kelly:

Enclosed for filing is a Notice of Error to the IDWR's preliminary recommendation for the above referenced claim.

Sincerely,

Vic Conrad
Land and Development

Enclosure

8045
Domestic RR cattle
AGREEMENT FOR PURCHASE OF POWER

THIS AGREEMENT, Made this 6th day of July, 19 59, between
the Raft River Rural Electric Cooperative, Inc., hereinafter called the Seller, and
Gordon Construction Company 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:

NE 1/4

Section 34, Township 11 South, Range 26,
East, of the Boise Meridian. And has a well on the SW 1/4 NE 1/4
of Section 34 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 60 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 five years from the date of
this contract.

1. Service Characteristics

The electrical energy to be furnished under this contract shall be alternating
current, three phase, sixty cycle, 440 volts.

2. Payment

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

In the event that the Consumer uses no electrical energy upon the said premises
or the amount of electrical energy used by the Consumer during any irrigation season
at the purchase price or prices shown on Schedule I shall not equal
\$ 133.00 to be paid during any irrigation season, then the Consumer agrees
to pay to the Seller a minimum charge of \$ 133.00 for the irrigation season
of any year during the life of this contract. The said minimum charge to be paid on
or before the 1st day of November of the year in which no electrical energy is used for
pumping water for irrigation purposes or the amount used did not equal said minimum
charge.

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

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

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

4. Continuity of Service

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

5. Membership

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

6. Term

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

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

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

(Seal)

(Consumer)

By

Gordon Hansen Co.
Gordon Hansen

RAFT RIVER RURAL ELECTRIC COOPERATIVE, INC.

By

Edwin C. Schlender
(Manager)

STATE OF IDAHO)

County of Cassia) ss

On this 6th day of July, 19 59, before me, the undersigned, a Notary Public in and for said State, personally appeared Edwin C. Schlender, known to me to be the manager of the Raft River Rural Electric Cooperative, Inc., the corporation whose name is subscribed to the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

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

STATE OF IDAHO)

County of Cassia) ss

On this 6th day of July, 19 59, before me, the undersigned, A Notary Public in and for said State, personally appeared Gordon Hansen, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

SCHEDULE I
IRRIGATION SERVICE

Availability

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

Character of Service

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

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

Rate

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

Energy Charge

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

Excess KWH per month @ 0.6¢ per kwh

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

Determination of Horsepower

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

Provision for pumping service during non-irrigation season

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

Minimum Annual Charge

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

Conditions of Service

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

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

Term of Payment

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

Power Factor Clause

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

05/09/2001

RECEIVED
JUL 27 2001
Department of Water Resources
Southern Region

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: June 15, 2001

Water Right Number: **43-10590**

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

The IDWR disallowing this claim.

2. Describe the changes you wish to make in the proposed recommendation:

The claim should be recommended as claimed. As an alternative, the priority date could be advanced to July 6, 1959, to coincide with the date electrical service was provided to divert water from the point of diversion identified under this claim.

3. Give a brief explanation as to why you disagree with these portions:

Attached is a copy of an Agreement for the Purchase of Power supplied by the Raft River Rural Electrical Cooperative, Inc., the electrical service provider for the area including the point of diversion identified under this claim. Electrical service was originally connected to this point of diversion to pump water for irrigation purposes. The use was subsequently converted to domestic, stock watering and commercial uses consistent with the claim. Water diverted from this point of diversion is no longer used for irrigation purposes.

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

J. R. Simplot Company

DATE: July 25, 2001

SIGNATURE: By: Ronald N. Graves

Please print your name: Ronald N. Graves, Vice President, Secretary and General Counsel

Christensen, Kelly

From: Christensen, Kelly
Sent: Wednesday, May 23, 2001 4:45 PM
To: 'vconrad@simplot.com'
Subject: RE: Preliminary Recommendation for 43-10590.

correct. There just was not enough information in the file to be able to make a recommendation. In fact the only thing in the file is basically the claim. If the shop is just part of the farm operations, rather than a business repairing community equipment it probably could be tied into the domestic uses.

Basically I need information describing all the uses and the date of development of the elements.

kkc

-----Original Message-----

From: vconrad@simplot.com [mailto:vconrad@simplot.com]
Sent: Wednesday, May 23, 2001 4:06 PM
To: kchrste@idwr.state.id.us
Subject: Preliminary Recommendation for 43-10590.

Can you let me know the reason this one is recommended to be disallowed?
The reason for the disallowal was "no lawful use found". Is the recommendation attributed to a lack of evidence of priority date?

02/26/2001

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

RIGHT NUMBER: 43-10590

NAME AND ADDRESS: J R SIMPLOT COMPANY
PO BOX 27
BOISE, ID 83707

SOURCE: GROUND WATER

QUANTITY: 0.36 CFS

PRIORITY DATE: 07/12/1955

POINT OF DIVERSION: T11S R26E S34 SWSWNE Within CASSIA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	1-01 12-31	0.12 CFS
COMMERCIAL	1-01 12-31	0.24 CFS
DOMESTIC	1-01 12-31	0.24 CFS

PLACE OF USE:

STOCKWATER Within CASSIA County
T12S R26E S3 NESW
COMMERCIAL Within CASSIA County
T12S R26E S3 NENE
DOMESTIC Within CASSIA CountyT12S
R26E S3

NENE

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

NO LAWFUL APPROPRIATION SHOWN.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

DISALLOWED

VERIFIED BY: KKC

A43-10590

