

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: **A43-11202**
Date Received: 11/15/1999
Receipt No: S022666
Received By: _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: RICHARD MORANVILLE 208-638-5562
Address: HC61 BOX 1376
ELBA ID 83326

Name: WENDY MORANVILLE 208-638-5526
Address: HC61 BOX 1376
ELBA ID 83326

2. Date of Priority: APR 1, 1982

3. Source: CASSIA CREEK Trib. to: RAFT RIVER
WARM SPRINGS CASSIA CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
14S	24E	1	NE	NE	SE		CASSIA
	25E	6	SW	NW	NW		CASSIA

5. Description of diverting works:
DAM OPEN DITCH TO P/U AND A PUMP TO THE CENTER PIVOT

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	0.320		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
13S	25E	31	SW	SW	4	IRR	16.0
Section Acres							16.0
Total Acres							16.0

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:
43-00290, 43-00291, 43-00288, AND 43-00289

14. Remarks:
THIS CLAIM IS FOR ACRES COVERED BY THE CENTER PIVOT THAT ARE
UP HILL FROM THE HISTORIC DELIVERY DITCH. PIVOT INSTALLED IN 1982

CLAIM AMENDED TO ADD WARM SPRINGS AS A SECOND SOURCE TO THIS
CLAIM AS IT SUPPLIES A SIGNIFICANT AMOUNT OF WATER TO THE
DELIVERY SYSTEM MOST OF THE TIME. KKC 3-14-00

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): Wendy Moreau Date: 3/14/00

Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 14th day
of March 20 00 Kelly K. Christensen
Notary Public

Seal

Residing at Twin Falls ID
My Commission Expires 3-11-00

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: A43-11202
Date Received: 11/15/1999
Receipt No: 5022666
Received By: KKC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: RICHARD MORANVILLE 208-638-5562
Address: HC61 BOX 1376
ELBA ID 83326
OR
Name: WENDY MORANVILLE 208-638-5526
Address: HC61 BOX 1376
ELBA ID 83326

2. Date of Priority: APR 1, 1982

3. Source: CASSIA CREEK Trib. to: RAFT RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
14S	24E	1	NE	NE	SE		CASSIA

5. Description of diverting works:
DAM OPEN DITCH TO P/U AND A PUMP TO THE CENTER PIVOT

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	0.320		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
13S	25E	31	SW	SW	4	IRR	16.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	16.0
					Total Acres	16.0

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:

43-00290, 43-00291, 43-00288, AND 43-00289

14. Remarks:

THIS CLAIM IS FOR ACRES COVERED BY THE CENTER PIVOT THAT ARE
UP HILL FROM THE HISTORIC DELIVERY DITCH. PIVOT INSTALLED IN 1982

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): Wendy Moras Date: ^{WM} 10/15/99

Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 15th day
of Nov 19 99

Kelly K. Christensen
Notary Public

Seal

Residing at Twin Falls
My Commission Expires 3-11-04

17. Notice of Appearance:

Notice is hereby given that I, _____ will be
Print Name

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 _____

Address _____

Date _____

Claimant Acknowledgement of Change in Attorney
in Snake River Basin Adjudication (SRBA)

Name(s) of Claimant (please print):

Richard or Wendy Moraville
I/we acknowledge (check one):

☐ The attorney formerly representing me has withdrawn and I/we will be representing myself/ourselves.

☒ I/we are now represented by the attorney at the address below.

JUSTIN R SEAMONS
1201 FALLS AVE E STE 30
TWIN FALLS ID
Attorney's Phone 736-0075

The SRBA water right claim notice(s) affected by this change are listed below or on the attached sheet(s).

A43-00288 00289 00290 00291 11196
11102 11203 00292 _____

For Individuals:

Authorized signature(s) Date 11/15/99
Wendy Moraville

For Organizations:

I am _____ of _____, and I

Title

Organization

have signed the foregoing document in the space below as

_____ of _____.

Title

Organization

Signature of Authorized Agent _____

Title _____ Date _____

Organization _____

IDWR Use:

Date Received _____

Data Entry _____

143294

SERVICE #17090

(Form C-153-1)

Page 1

(4-2-81)

AGREEMENT FOR PURCHASE OF POWER (IRRIGATION)

THIS agreement, made this 16th day of March, 1982, between the
RAFT RIVER RURAL ELECTRIC COOPERATIVE, INC., hereinafter called the Seller, and
Robert T. Robinson, 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: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 31, Township 13 South, Range 25 East,
of the Boise Meridian, and has a well or wells on the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of
Section 31, Township 13 South, Range 25 East of the Boise
Meridian 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 25 HP KVA, and the
Consumer agrees to purchase from the Seller all electrical energy which is purchased
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 ten (10)
years from the date of this contract.

1. Service Characteristics: The electrical energy to be furnished under
this contract shall be alternating current, single phase, sixty cycle, 480 volts.

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

In the event that the Consumer uses no electrical energy upon the said
premises or the amount of electrical energy and seasonal demand used by the Consumer
during any irrigation season at the purchase price or prices shown on Schedule C
shall not equal \$ 500.00 to be paid during any irrigation season, then the
Consumer agrees to pay to the Seller a minimum charge of \$ 500.00 for the
irrigation season of any year during the life of this contract. The said minimum
charge will be billed annually as of December 31 for the year in which no electrical
energy is used. Should the amount of usage not equal or exceed the established annual
minimum charge, the Consumer shall pay the difference between amount used and said
minimum. The said minimum charge to be paid on or before the first day of February
of the next year following the year in which no electrical energy is used.

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

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NOV 05 1999
Department of Water Resources
Southern Region

become delinquent on the first day of the month following the month in which the bill was mailed. If the Consumer's bill shall become delinquent, the Seller may discontinue the service hereunder, as stated in the existing delinquency policy; and Consumer specifically understands and agrees that such discontinuance of service pursuant to the provisions of this agreement may occur at a time when agricultural crops are still growing and unmatured, and that persons and other real and personal property using said electrical energy may be adversely affected by such discontinuance of service.

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

4. Continuity of Service: The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electrical energy. But if such supply shall fail, or be interrupted, or become defective, through an 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 damages that Consumer 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 ten (10) years and thereafter until terminated by either party giving to the other four (4) month's notice in writing of its or his desire to terminate the same.

7. This contract shall be and constitute a covenant running with the above described real estate and shall be binding upon and inure 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, Seller has caused its corporate name to be hereunto subscribed by its manager, and Consumer has executed these presents in the day and year first above written.

143294

RECORDED AT THE REQUEST OF
21.8 6.
FILM 149
MAY 12 3 36 PM '82
CASSIA COUNTY, IDAHO
FRANK B. KEARNS
RECORDER
FEE 600 DEPUTY

Robert T. Robinson
Robert T. Robinson

RAFT RIVER RURAL ELECTRIC COOPERATIVE, INC.

By:

Golden F. Gardiner
(Manager)

STATE OF IDAHO)
County of Cassia) ss.

On this 20th day of April, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Golden F. Gardiner known to me to be the Manager of the RAFT RIVER RURAL ELECTRIC COOPERATIVE, INC., the Corporation whose name is subscribed to the within instrument, and 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.

Boyd Booth

Notary

Commission expires: Life Term

Residing at: Malta, Idaho

STATE OF IDAHO)
County of Cassia) ss.

On this 20th day of April, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert T. Robinson, known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he (they) executed the same.

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

Boyd Booth

Notary

Residing at: Malta, Idaho

Commission expires Life Term

SERVICE#17090

AGREEMENT FOR ELECTRIC SERVICE

THIS AGREEMENT, made this August 23rd, 1999 between RAFT RIVER RURAL ELECTRIC COOPERATIVE, INC., an Idaho rural electric Cooperative of Malta, Cassia County, Idaho 83342, hereinafter called "Seller", and

Richard Moranville
Wendy Moranville
HC 61 Box 1376
Elba, Idaho 83336

RECEIVED

NOV 05 1999

Department of Water Resources
Southern Region

hereinafter called "Consumer".

WITNESSETH:

The Seller shall sell and deliver to the Consumer, and the Consumer shall purchase from Seller, upon the terms and conditions hereinafter set forth, electric power and energy for the use upon, and in connection with, the following described property located in the County of Cassia State of Idaho wit:

Land Description: SW 1/4 SW 1/4 of Section 31 Township 13 South 25 East of Meridian.

SERVICE CHARACTERISTICS AND INDEMNITY

- A. Service hereunder shall be alternating current, single phase, wire, sixty cycles, 480 volt, 25 hp service
- B. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other electrical source of power and shall not sell electric power and energy purchased hereunder.
- C. The Consumer shall cause all premises covered by this agreement to become and remain wired in accordance with all applicable wiring codes.
- D. The Consumer shall be responsible for and shall indemnify the Seller against any injury loss or damage resulting from defects in, or improper use or maintenance of the Consumer's premises, wiring or any other apparatus connected thereto. In no event shall the responsibility of the Seller extend beyond the point at which the Consumer's service wires are attached to the transformer pole or pad mount transformer.

2. PAYMENT

- A. The consumer shall pay to the seller for service hereunder, at the rates and upon the terms and conditions set forth in rate schedule "C", which has been furnished to the consumer. Which shall be the seller's lowest rate at any time for similar service. Further all customers shall be charged under any newly established Schedule "C" Therefore the rate shall be consistent with all accounts.
- B. In addition to any provisions of the rate schedule, and irrespective of the consumer's requirements, the consumer covenants and agrees to pay to the seller an annual contract minimum of \$-0- the seller will allow 10% of the gross electrical billing for this specific service to be applied toward the satisfaction of said contract minimum.

Should 10% of the gross electrical billing be inadequate to satisfy the aforementioned contract minimum and remaining balance shall be due and payable to the seller.

- (1) Portions thereof may be refunded when additional line or consumers are added to these facilities, all pursuant to Raft River's "Member Service and Line Extension Policy" (General Policy No. 402).

- C. The Consumer agrees that if, at any time, Seller adopts approved rate changes, a new schedule shall be given to Consumer for each rate change, and Consumer shall thereafter pay for service hereunder according to said new schedules, including new annual minimum charges.
- D. Bills for service hereunder shall be paid at the office of the Seller at 250 North Main, P.O. Box 617, Malta, Cassia County, Idaho 83342. Such payments shall be due upon receipt of the Seller's billing, and shall become delinquent on the 25th of the month following the mailing of the billing by the Seller to the Consumer.
- E. All bills rendered for service hereunder shall be accruing liens upon the herein above-described real property, enforceable as general liens under the laws of the state where said real property is located; and all covenants and agreements contained in this agreement, including the covenant of the Consumer to pay all bills for service hereunder, shall constitute covenants running with the title to said above described property, providing a fully executed copy of this agreement has been recorded in the county where said property is located.
- F. Subsequent owners and encumbrancers, other than those who have actual notice, shall be charged with constructive notice of only those charges, and accruing interest thereon, which have been set forth in a certification by a representative of the Seller, which also sets forth the name of the person or entity incurring the charges, and the legal description of the real property charged.
- G. In addition to any other remedies Seller has to collect for services rendered hereunder, and in connection therewith, or independently thereof, if the Consumer shall fail to make any such payment prior to the 25th of the month following the mailing of the billing, the seller may disconnect the consumer in accordance with General Policy 305, and Consumer specifically understands and agrees that such discontinuance of service pursuant to the provisions of this agreement may occur at a time when agricultural crops are still growing and unmaturing, and that persons and other real and personal property using said electric energy may be adversely affected by such discontinuance of service.

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

Notwithstanding any other provisions in this agreement, it is specifically understood and agreed that before Seller shall energize any pumping facilities at the commencement of each farming season, Seller shall require consumer to comply with the provisions of General Policy 305.

3. MEMBERSHIP

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

4. CONTINUITY OF SERVICE

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

5. RIGHT OF ACCESS

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

6. TERM

This agreement shall become effective on the 23rd day of August 1999 and shall remain in effect for a minimum of 1 years including year 1999 or until thereafter terminated by either party giving four months written notice to the other. Upon completion of the initial term, the minimum as provided under Schedule "C" shall apply until terminated.

7. COSTS OF FACILITIES TO PROVIDE SERVICE

A. CONSUMER PARTICIPATION PAYMENT

The Consumer shall pay to the Seller prior to the commencement of construction of such facilities the sum of \$-0- as a consumer's participation payment based on the cost of the facilities required to make service available to the Consumer. No refund shall be made to the Consumer of any portion of the Consumer participation payment unless specifically provided for in Raft River Rural Electric Co-op, Inc. General Policy 402.

Any amount recorded in this section as Consumers Participation Payment is in addition to the amount shown as a minimum on page one of this document.

B. SERVICE CHARGE

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

8. ATTORNEY'S FEES

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

9. SUCCESSION AND APPROVAL

This agreement shall be binding upon, and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto, and upon subsequent owners and encumbrancers of all of, or portions or interests in, the above described property.

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

Service #17090

CONSUMER:

[Signature]

Wendy Moravice
(For individual and wife)

or
(For corporation by its president)
or
(For partners of partnership)

SELLER:

[Signature]
Bud Tracy, Manager
Raft River Rural Electric Cooperative, Inc.

ATTEST BY:

[Signature]
Heber Carpenter
Assistant Secretary of the Board

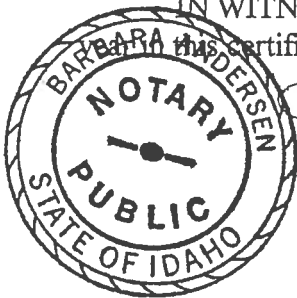
INDIVIDUAL OR PARTNERSHIP NOTARY

STATE OF Idaho

)ss
County of CASSIA

On this 9th day of September 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Moravice & Wendy M. known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to met that they executed the same.

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



[Signature]
Notary Public for State of Idaho
Residing at Albion
My commission expires 7-23-99

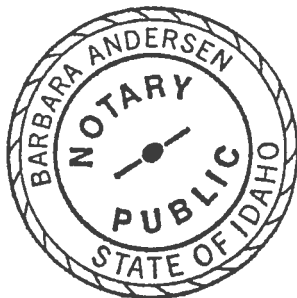
NOTARY

STATE OF IDAHO)

)ss
County of CASSIA

On this 10th day of September 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Bud Tracy and Heber Carpenter, known to me to be the authorized representative(s) of Raft River Rural Electric Cooperative, Inc. whose name(s) is/are subscribed to the within instrument and acknowledged to me that said corporation executed the same.

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



[Signature]
Notary Public for Idaho
Residing at Albion Idaho
My commission expires: 6-28-05

CORPORATION NOTARY

STATE OF _____)

)ss

County of _____)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____, who being by me duly sworn (or affirmed), did say, that he/she is the President, (or other officer or agent as the case may be) of

_____, and that said instrument was signed in behalf of said Corporation, by authority of its Bylaws (or resolution of the Board of Directors, as the case may be), and acknowledged to me that said Corporation executed the same.

Notary Public for the State of _____

Residing at _____

My commission expires _____

RECORDED AT THE REQUEST OF
East River Electric
LEP Mota, RP
99 SEP 13 PM 12 17
CASSIA COUNTY, IDAHO
DARRELL M. ROSKELLEY
RECORDER
FEE \$100 DEPUTY *Wine*

05/10/2001

**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: 43-11202

RICHARD MORANVILLE
HC 61 BOX 1376
ELBA ID 83326
Telephone Number: (208)638-5562

WENDY MORANVILLE
HC 61 BOX 1376
ELBA ID 83326
Telephone Number: (208)638-5562

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JUN 19 2001
Department of Water Resource
Southern Region

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

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

DATE:

6/8/01

SIGNATURE:

Richard & Wendy Moranville
RICHARD & WENDY MORANVILLE

Please print your name:

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

02/02/2001

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

RIGHT NUMBER: 43-11202

NAME AND ADDRESS: RICHARD MORANVILLE
WENDY MORANVILLE
HC61 BOX 1376
ELBA, ID 83326

VERIFIED BY KKC

SOURCE: CASSIA CREEK
WARM SPRINGS

TRIBUTARY: RAFT RIVER
CASSIA CREEK

QUANTITY: 0.29 CFS

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DVERSION
RATE OF 2.40 CFS. COMBINED RIGHTS; 43-00288, 43-00289 43-00290, 43-00291,
43-00292, AND 43-11202

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO A TOTAL COMBINED DVERSION
RATE OF 3.12 CFS. COMBINED RIGHTS; 43-00288, 43-00289, 43-00290, 43-00291,
43-00292, 43-11202 AND 43-11196

PRIORITY DATE: 04/01/1982

POINT OF DIVERSION: T14S R24E S1
T14S R25E S6

NENESE
SWNWNW

Within CASSIA County
Within CASSIA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
4-01 10-31

QUANTITY
0.29 CFS

PLACE OF USE:

IRRIGATION Within CASSIA County

T13S R25E S31	LOT 4	SWSW	41	T13S R25E S31	SESW	24
T13S R25E S31		SWSE	27	T14S R25E S6	LOT 4 NWNW	32

124 ACRES TOTAL

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A COMBINED
TOTAL OF 124 ACRES IN A SINGLE IRRIGATION SEASON

COMBINED RIGHT NOS. 43-00288, 43-00289, 43-00290, 43-00291, 43-00292,
AND 43-11202

USE OF THE RIGHTS LISTED BELOW IS LIMITED TO THE IRRIGATION OF A
COMBINED TOTAL OF 146.3 ACRES IN A SINGLE IRRIGATION SEASON

COMBINED RIGHT NOS. 43-00288, 43-00289, 43-00290, 43-00291, 43-00292,
43-11202 AND 43-11196

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

THIS RIGHT IS FOR AN ENLARGEMENT OF 16 ACRES WITHIN THE PLACE OF USE
DESCRIBED FOR THIS RIGHT

Water Right Number - R43-11202

Prefix Translation: RESEARCH

Old (D) Number -

*** A - ATTORNEY ***
SEAMONS

JUSTIN R

1 - 1201 FALLS AVE E STE 30
2 -
3 -
City- TWIN FALLS
Phone - 208-736-0075

State- ID Zip- 83301
VERIFIED BY: KKC

*** C - CURRENT OWNER ***
MORANVILLE

RICHARD

1 - HC61 BOX 1376
2 -
3 -
City- ELBA
Phone - 208-638-5562

State- ID Zip- 83326

MORANVILLE

WENDY

1 - HC61 BOX 1376
2 -
3 -
City- ELBA
Phone - 208-638-5526

State- ID Zip- 83326

Priority Date - - +
04/01/1982

Region - - +
17 SOUTHERN

Stage - - +
J - BENEFICIAL USE

Status - - - +

Source - - - - +
CASSIA CREEK
WARM SPRINGS

Tributary - - - - +
RAFT RIVER
CASSIA CREEK

Point of Diversion - - - - +
Twn Rng Sec Tract Lot RFlg County

14S 24E 1 NE NE SE (31) CASSIA
25E 6 SW NW NW (31) CASSIA

Code Description Period From Period To Water Use Diversion Rate Diversion Volume
01 - IRRIGATION 04/01 10/31 0.290

Total Div. Rate - + Total Div. Volume - +
0.290

Total Consumptive Use - + Total KW Usage - +
0.0

Twn	Rng	Sec	Tract	Lot	Acres	Place of Use	Code	Description	County
13S	25E	31	SW SW	4	41.0	01	IRRIGATION	(31) CASSIA	
13S	25E	31	SE SW		24.0	01	IRRIGATION	(31) CASSIA	
13S	25E	31	SW SE		27.0	01	IRRIGATION	(31) CASSIA	
14S	25E	6	NW NW	4	32.0	01	IRRIGATION	(31) CASSIA	

Total Acres: 124.0

- - - Diversion Means - DAM OPEN DITCH TO P/U AND A PUMP TO THE CENTER PIVOT

Notice of Error Flag

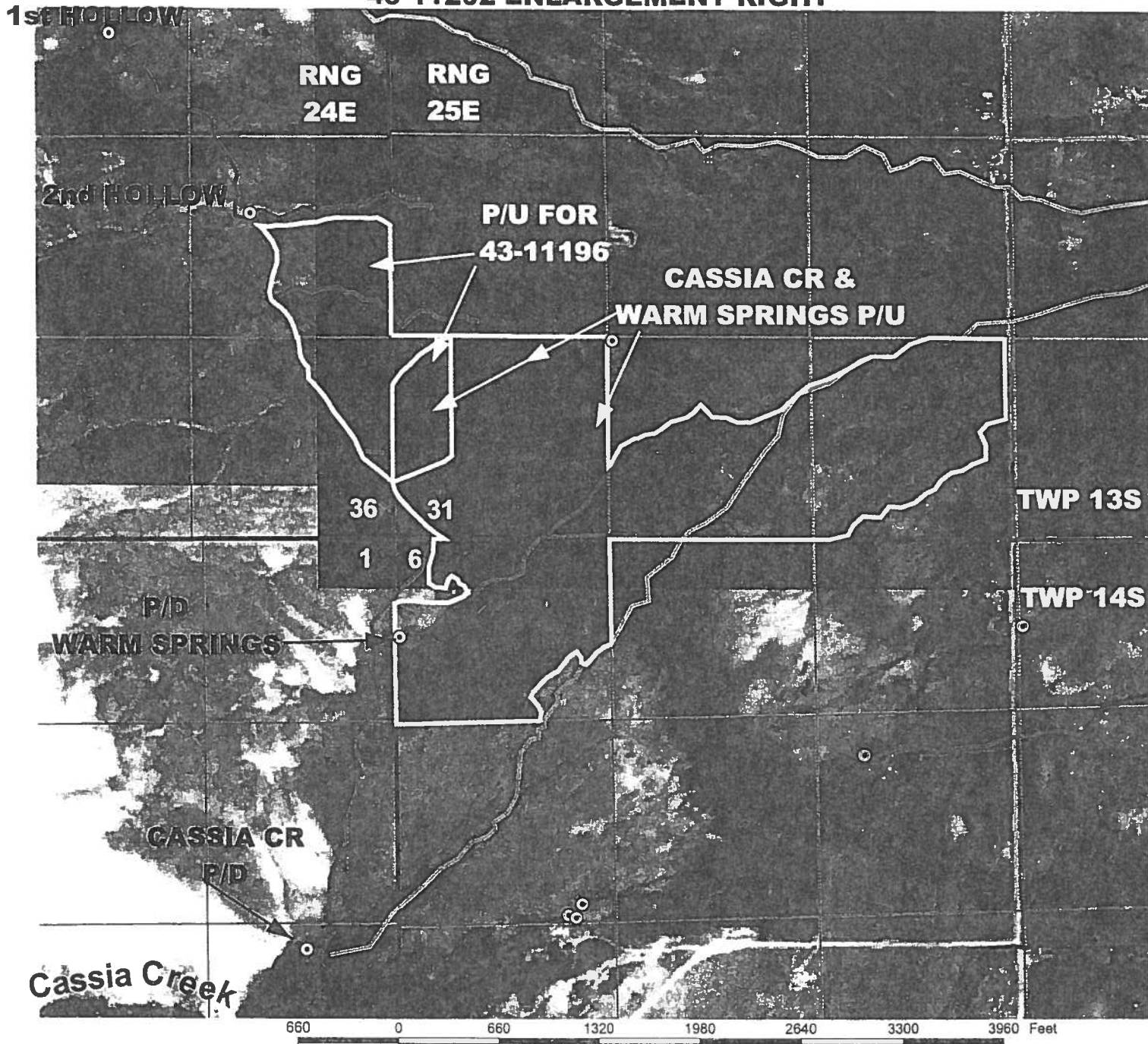
IDAHO DEPARTMENT OF WATER RESOURCES

RECOMMENDED PLACE OF USE FOR
43-11196 FIRST & SECOND HOLLOW

43-00288 WARM SPRINGS

43-00289, 43-00290, 43-00291, & 43-00292 CASSIA CR.

43-11202 ENLARGEMENT RIGHT



PLACE OF USE

TWP 13S RNG 24E, SEC 36

TWP 13S RNG 25E, SEC 31

TWP 14S RNG 25E, SEC 6

data entry on: April 20, 2000

GIS PLACE OF USE PRESENTATION

1987 AND/OR 1988 NAPP PHOTOGRAPHY

DATA ENTRY BY KELLY K CHRISTENSEN

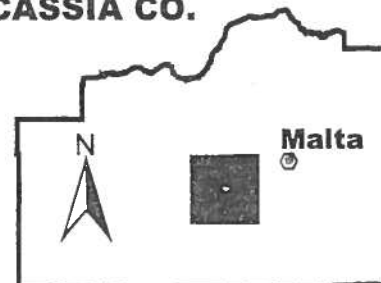
⊙ POINT OF DIVERSION

PLACE OF USE

SECTION LINES

QUARTER/QUARTER LINES

CASSIA CO.



CLAIM NUMBER 43-00291 DATE 3-15-00
43-00289 -00292 AGENT KKC
00290 43-11202 enlargement right.

TRANSFER NUMBER _____
 CLAIMED ACRE TOTAL ~~114~~
 GIS ACRE TOTAL 10
PPU = 124

43-00288 Warm Springs Source

				NE				NW				SW				SE			
	TWP	RNG	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
CLAIM	13S	15E	31											25	25			25	
GIS			31											25.1	23.6			27.2	
RECOM			31											25	24			27	
CLAIM	14S	15E	6						35										
GIS			6						32									108	
RECOM			6						32										
PPU																			
CLAIM	13S	15E	31											41	24			27	
GIS	14S	15E	6						32										
RECOM																		total	

B43-POU.SHP the 108 acres identified above represents the
 SHAPE NOS. Place of use for the decreed Cassia creek rights
204 43-00289 thru 43-00292. The PPU identifies
205 an additional 16 acres recognized as enlargement
 B43-POD.SHP acres under 43-11202.
 NOS. DESCRIPTION 43-00288 has warm springs as a source and
144 Sec 1 79 acre limitation for that right is entirely within
NENESE the 108 acres identified above.

DBF TABLES UPDATED _____
 B43-DBPOU.DBF 4-20
 B43-DBPOD.DBF 4-20
 JPEG LAYOUT 43-00288 thru 00292 Moranville

CLAIM NUMBER

A43-11202

DATE

3-15-00

TRANSFER NUMBER

AGENT

KRC

CLAIMED ACRE TOTAL

16

GIS ACRE TOTAL

16

Enlargement Right

	TWP	RNG	SEC	NE				NW				SW				SE			
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
CLAIM	13S	25E	31											16					16
GIS														16.0					
RECOM														16					1
CLAIM	PPU																		
GIS			31											41	23.6			27.2	
RECOM														41	24			27	
CLAIM																			
GIS			6							32									
RECOM										32									3

B43-POU.SHP

SHAPE NOS.

B43-POD.SHP

NOS. DESCRIPTION

this claim is for expansion across west of a historical ditch that bisected the Quarter from the west side of the farmstead to roughly the center of the northern border of the Quarter. The Center pivot was installed in 1982. This claim is recommended within a PPU consisting of decreed rights 43-00288 thru 43-00292, and is limited to the found 16 acres above the ditch.

Both Cassia Creek water (claims 288-292) and Warm Springs water (43-00288) is used through the pumping system. There is also overlap with 43-0196 (Source First & Second Hollow) which is a beneficial use right (different delivery system). Not all acres are overlapping.

DBF TABLES UPDATED

B43-DBPOU.DBF

B43-DBPOD.DBF

JPEG LAYOUT

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

14:28:18
03/15/00

PAGE: 16
QUICKLOOK INFORMATION

52
CLAIM NUMBER: A43-11202

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		11-15-99 KKC	N	KKC 4-20-00	KKC 4-20-00		
POINT OF DIV	Y		8-11-94	N				
SOURCE	Y		"	N				
PLACE OF USE	Y		"	N				
DIV. AMOUNT CFS/VOLUME	Y		"	Y N				
CONSUMPTIVE USE	-		-	-				
PURPOSES OF USE			"	N				
PERIOD OF USE	Y		"	N				
BASIS OF CLAIM	Y		11-15-99 KKC	N				
REMARKS	Y		"	Y				

BARCODE UPDATED
WHOM/DATE

KKC
4-20-00

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

14:28:18
03/15/00

PAGE: 1
GENERAL INFORMATION

37
CLAIM NUMBER: A43-11202

LAST: MORANVILLE FIRST: RICHARD
ADDRESS: HC61 BOX 1376
CITY: ELBA STATE: ID ZIP: 83326
PHONE NUMBER: 208-638-5562

OWNER CODE: C

LAST: MORANVILLE FIRST: WENDY
ADDRESS: HC61 BOX 1376
CITY: ELBA STATE: ID ZIP: 83326
PHONE NUMBER: 208-638-5526

OWNER CODE: C

LAST: SEAMONS FIRST: JUSTIN R
ADDRESS: 1201 FALLS AVE E STE 30
CITY: TWIN FALLS STATE: ID ZIP: 83301
PHONE NUMBER: 208-736-0075

OWNER CODE: A

FIELD EXAM REQUIRED?

DATABASE

FIELD
EXAMINER

VERIFICATION REQUIRED DUE TO REMARKS?

Y

Y() N()

CLAIM REMARKS: GEN THIS CLAIM IS FOR ACRES COVERED BY THE CENTER PIVOT THAT ARE
UP HILL FROM THE HISTORIC DELIVERY DITCH. PIVOT INSTALLED IN 1982

CLAIM AMENDED TO ADD WARM SPRINGS AS A SECOND SOURCE TO THIS
CLAIM AS IT SUPPLIES A SIGNIFICANT AMOUNT OF WATER TO THE
DELIVERY SYSTEM MOST OF THE TIME. KKC 3-14-00

CONTACT PERSON: Mr & Mrs Moranville (Owners)
Tom Otley (Renter)

PHONE NUMBER: () -

DATE OF FIELD EXAM: 8/11/94

APPOINTMENT MADE: Y() N()

TIME: : A() P()

ACCOMPANIED BY: no one in field

PHONE NUMBER: () -

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / NOTES:

A. AJ CLAIM: # A43-11202 PRIORITY DATE: 04-01-1982 STAGE: J

B. WR RECORD: NO WATER RIGHT RECORD TO MATCH THIS AJ CLAIM

C. CAN THE PRIORITY DATE CLAIMED BE CONFIRMED BY A DECREE OR LICENSE?

Y() N(☒)

D. HAS THERE BEEN A LATER COURT DECREE OF THE WATER RIGHT(S) FROM THIS WATER SOURCE?

Y() N(☒)

E. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE?
(IF YES, DESCRIBE BELOW)

Y() N(☒)

F. IF THIS CLAIM IS BASED ON A PERMIT, WHERE IS THE PERMIT IN THE LICENSING PROCESS?

PROOF OF BENEFICIAL USE SUBMITTED

N/A() Y() N()

FIELD EXAM COMPLETED

N/A() Y() N()

FIELD EXAM SENT TO STATE OFFICE

N/A() Y() N()

LICENSE ISSUED

N/A() Y() N()

* IF THE PERMIT WILL NOT BE LICENSED PRIOR TO THE DIRECTOR'S REPORT,
USE CONDITION CODE A01 AND RECOMMEND AS PERMITTED.

G. IF THIS CLAIM IS BASED ON BENEFICIAL USE, IS ADDITIONAL EVIDENCE
OF THE PRIORITY DATE REQUIRED?

N/A() Y() N(☒)

* FOR CLAIMS BASED ON BENEFICIAL USE, DESCRIBE THE EVIDENCE OF PRIORITY SUBMITTED,
INCLUDING THE ANALYSIS OF THE EVIDENCE.

H. IS THE STAGE OF THE CLAIM CODED CORRECTLY?

Y() N()

NOTES: The evidence of priority submitted was the service agreement with Raft river Rural Elect. to provide power for the wr pump. The agreement was signed prior to the irrigation season therefore the Recommended Priority date starts on the first day of the current dept season of use for 1982

RECOMMENDED PRIORITY DATE:

4-1-1982

REVIEWED BY KKC

DATE 4-20-00

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP. RGE.	SEC.	POD			LOT	FLAG	COUNTY	DIVERSION NAME	DIVERSION NUME
			1/4	1/4	1/4					
A43-11202	14S 24E	1	NE	NE	SE			CASSIA		
A43-11202	14S 25E	6	SW	NW	NW			CASSIA		

OTHER AJ CLAIMS WITH SAME AJ POD

A PREFIX	R PREFIX
A43-00288	R43-00288
A43-00289	R43-00289
A43-00290	R43-00290
A43-00291	R43-00291
A43-00292	R43-00292
A43-11203	

WR RECORDS IN SAME 40 ACRE TRACT

NONE

SOURCE: CASSIA CREEK
WARM SPRINGS

TRIB: RAFT RIVER
CASSIA CREEK

B. WR POINT OF DIVERSION AND SOURCE:

THERE IS NO WATER RIGHT RECORD WITH THE SAME CLAIM NUMBER

SOURCE: NO SOURCE FOR RECORD

TRIB: NO TRIBUTARY FOR RECORD

C. IS THE CLAIMED POD WITHIN THE SAME 40 ACRE TRACT THAT IS DESCRIBED IN THE WATER RIGHT FILE? N/A(☒) Y(☐) N(☐)

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POD, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

D. CAN THE CLAIMED POD BE VERIFIED USING THE WATER RIGHT FILE OR GPS DATA? N/A(☒) Y(☐) N(☐)

E. SHOULD THE CLAIMED POD BE VERIFIED BY FIELD EXAM? Y(☒) N(☐)

F. IS THE CLAIMED SOURCE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A(☒) Y(☐) N(☐)

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN SOURCE, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

G. CAN THE CLAIMED SOURCE BE VERIFIED USING THE WATER RIGHT FILE? Y(☐) N(☐)

H. SHOULD THE CLAIMED SOURCE BE VERIFIED BY FIELD EXAM? Y(☐) N(☐)

I. HOW WAS THE POD AND SOURCE VERIFIED?

LICENSING FIELD EXAM (DATE OF FIELD EXAM _____) Y(☐) N(☐)

AJ FIELD EXAM (DATE OF FIELD EXAM 8-11-94) NAME OF EXAMINER _____ Y(☐) N(☐)

OTHER (DESCRIBE IN NOTES BELOW)

Found the system in operation,
Accepted a late claim 11-15-99 based upon
my orig field work. KRC

NOTES: This expansion claim is diverted by a pump located in Sec 31 SE 545. The original diversion of Cassia Cr Water is in Sec 1 and Warm Springs in Sec 6. The pump location is just considered a part of the ir system and NOT a point of diversion

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE: CHECK HERE IF RECOMMENDED AS CLAIMED ()

TWP.	RGE.	SEC.	POD				FLAG	COUNTY	DIVERSION NAME	DIVERSION NI
			1/4	1/4	1/4	LOT				
14S	24E	1	NE	NE	SE	OK		CASSIA		
14S	25E	6	SW	NW	NW	OK		CASSIA		

SOURCE: Cassia Cr
& Warm Springs

TRIB: Red + River
Cassia Cr

REVIEWED BY: KKC

DATE: 4-20-00

SYSTEM DESCRIPTION: DESCRIBED BELOW (), SEE LICENSE FILE (), OR SEE ATTACHMENT ()

See attached narrative
A43-00288 Moranville sup Analysis
dated 3-16-00

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
13S	25E	31	SW	SW	4	MORANVILLE, RICHARD	A43-11202 / 16.0	-	/	41.0	
			SW	SW		MORANVILLE, RICHARD	A43-11196 / 12.0		/		
			SW	SW	4	MORANVILLE, RICHARD	A43-00200		/		
			SW	SW	4	MORANVILLE, RICHARD			/		
			SW	SW	4	MORANVILLE, RICHARD			/		
			SW	SW	4	MORANVILLE, RICHARD			/		
			SW	SW	4	MORANVILLE, RICHARD			/		
			SW	SW	4	MORANVILLE, RICHARD			/		
			SW	SW	4	MORANVILLE, RICHARD			/		
			SW	SW	4	MORANVILLE, RICHARD			/		
			SW	SW	4	MORANVILLE, RICHARD	A43-00289 / 25.0	-	/		
			SW	SW	4	MORANVILLE, RICHARD	A43-00290 / 25.0	-	/		
			SW	SW	4	MORANVILLE, RICHARD	A43-00291 / 25.0	-	/		
			SW	SW	4	CASSIA CREEK IRRIGATION CO.		43-00015	/		

ADDITIONAL POU FOUND

TOTAL ACRES

A43-11202

16.00

41.00

POU COUNTY: CASSIA

C. IS WATER USAGE FOUND IN TRACTS OTHER THAN THOSE CLAIMED?

* IF YES, ARE THESE TRACTS LISTED ABOVE (____), OR ARE THEY LISTED ON AN ATTACHED SHEET (____)

combined
supple ~~smooth~~ other
rights
Y() N()

LIST OF ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE

CLAIM NO.	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A43-11202	CASSIA CREEK	MORANVILLE, RICHARD	0.320	0.020		
	WARM SPRINGS					
A43-00288	WARM SPRINGS	MORANVILLE, RICHARD	0.300	0.002		
R43-00288	WARM SPRINGS	MORANVILLE, RICHARD	0.300	0.002		
R43-00289	CASSIA CREEK	MORANVILLE, RICHARD	0.500	0.004		

CLAIM NO.	SOURCE	NAME	DIV.		DIV.	
			DIV. RATE	RATE/ACRE	DIV. VOL.	VOL./ACRE
A43-00289	CASSIA CREEK	MORANVILLE, RICHARD	0.500	0.004		
A43-00290	CASSIA CREEK	MORANVILLE, RICHARD	1.200	0.010		
R43-00290	CASSIA CREEK	MORANVILLE, RICHARD	1.200	0.010		
R43-00291	CASSIA CREEK	MORANVILLE, RICHARD	0.600	0.005		
A43-00291	CASSIA CREEK	MORANVILLE, RICHARD	0.600	0.005		
A43-00292	CASSIA CREEK	MORANVILLE, RICHARD	0.400	0.003		
R43-00292	CASSIA CREEK	MORANVILLE, RICHARD	0.400	0.003		
A43-11196	FIRST HOLLOW SECOND HOLLOW	MORANVILLE, RICHARD	0.720	0.020		

NO RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION

D. ARE OTHER WATER RIGHTS USED FOR THE SAME PURPOSE?

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM: 43-00290, 43-00291, 43-00288, AND 43-00289

Y(☒) N(☐)
See attachment

E. IS THE CLAIMED POU THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A(☒) Y(☐) N(☐)

* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POU, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

F. CAN THE CLAIMED POU BE VERIFIED USING THE WATER RIGHT FILE AND AVAILABLE AERIAL PHOTOS?

N/A(☒) Y(☐) N(☐)

G. SHOULD THE CLAIMED POU BE VERIFIED BY FIELD EXAM?

Y(☒) N(☐)

H. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THIS RIGHT?

Y(☐) N(☒)

CHECK DOCUMENTS USED TO VERIFY POU: ☒ ORTHOPHOTOQUAD, IDWR NO. DD-30; () TOPOGRAPHIC QUAD, IDWR NO. _____;

☒ NAPP, IDWR NO. GIS Rectified () ASCS PHOTO; () OTHER _____
1987-88

NOTES: _____

RECOMMENDATIONS:

TOTAL ACRES: 16 within PPU of 124 ac N/A()
REVIEWED BY: KKC DATE: 4-20-00

A. AJ CLAIMED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
A43-11202 IRRIGATION	FROM 04-01 TO 10-31	0.320 CFS	
TOTAL DIVERSION RATE/VOLUME		0.320 CFS	

B. WR RECORDED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
----------------	---------------------------	------------------------	------------------------

C. DOES THE CLAIMED PURPOSE OF USE CORRECTLY DESCRIBE THE WATER USE?

Y(☒) N(☐)

D. IS THE CLAIMED PURPOSE OF USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A(☒) Y(☐) N(☐)

* IF NO, AND IF THE ACTUAL WATER USE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN PURPOSE OF USE, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

E. SHOULD THE CLAIMED PURPOSE OF USE BE VERIFIED BY FIELD EXAM?

Y(☐) N(☒)

F. DOES THE CLAIMED PERIOD OF USE CONFORM TO IDWR STANDARDS?

Y(☒) N(☐)

G. SHOULD THE PERIOD OF USE BE RECOMMENDED TO IDWR STANDARDS?

Y(☒) N(☐)

* IF THE RECOMMENDED PERIOD OF USE IS DIFFERENT THAN IDWR STANDARDS, EXPLAIN IN NOTES BELOW.

H. IS THE CLAIMED DIVERSION RATE FOR EACH USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A(☒) Y(☐) N(☐)

* IF NO, DESCRIBE IN NOTES BELOW HOW THE RECOMMENDED DIVERSION RATE FOR EACH USE WAS DETERMINED.

I. SHOULD THE CLAIMED DIVERSION RATE FOR EACH USE BE VERIFIED BY FIELD EXAM?

N/A(☒) Y(☐) N(☐)

J. IS THE CLAIMED DIVERSION VOLUME FOR EACH USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A(☒) Y(☐) N(☐)

* IF NO, DESCRIBE IN NOTES BELOW HOW THE RECOMMENDED DIVERSION VOLUME FOR EACH USE WAS DETERMINED.

K. SHOULD THE CLAIMED DIVERSION VOLUME FOR EACH USE BE VERIFIED BY FIELD EXAM?

N/A(☒) Y(☐) N(☐)

NOTES:

the system is for 124 total acres
the decreed rights are limited to 1"Ac for 108 ac
therefore the recommended rate for this right
is; $108 \times 0.2 = 2.16 \text{ cfs} / 124 = .017 \text{ cfs/Ac} \cdot 16 \text{ ac} = .27$

although the recommended rate is 0.29 cfs
when this right is combined with the decreed right
they are still limited to 1"Ac for irr.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1541 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

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

CLAIM TOTAL DIVERSION RATE 0.320 CFS

WATER RIGHT TOTAL DIVERSION RATE CFS

SOUTHERN REGION

A. IS THE CLAIMED TOTAL DIVERSION RATE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A() Y() N()

DIRK KEMPTHORNE
GOVERNOR

B. CAN THE CLAIMED TOTAL DIVERSION RATE BE VERIFIED USING THE WATER RIGHT FILE?

N/A() Y() N()

KARL J. DREHER
DIRECTOR

* ALL CLAIMS BASED ON BENEFICIAL USE (INCLUDING POSTED NOTICES AND STATUTORY CLAIMS) REQUIRE A FLOW MEASUREMENT.

C. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THE DIVERSION RATE?

Y() N()

* IF AN AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS CLAIMED AND A FIELD EXAM IS NOT REQUIRED, EXPLAIN IN NOTES.

D. SHOULD THE CLAIMED DIVERSION RATE BE VERIFIED BY FIELD EXAM?

Y() N()

See Pg 10

discussio

E. FLOW MEASUREMENT

MEASUREMENT METHOD *See Analysis attachment § 43-00289 for rate*, SEE ATTACHED CALCULATIONS.

F. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE

ACRES _____ x 0.02 CFS/ACRE = _____ CFS
(Taken from pou review)

1b. CALCULATIONS

IS A DIVERSION RATE PER ACRE GREATER THAN 0.02 CFS/ACRE CLAIMED? Y() N()

IF YES, IS AN ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N()

2. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = _____ AF/A

ACRES _____ x DIVERSION VOL. AF/A FOR AREA _____ =

TOTAL DIVERSION VOLUME _____ AF/A

3. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = _____ AF/A

ACRES _____ x CONSUMPTIVE VOL. AF/A FOR AREA _____ =

TOTAL CONSUMPTIVE USE _____ AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION: SEE BELOW () OR SEE ATTACHMENT ()

DIVERSION AMOUNT REVIEW SHEET CONTINUED

CLAIM NUMBER: A43-11202

[illegible]

RECOMMENDATIONS: CHECK HERE IF RECOMMENDED AS CLAIMED ()

REC. PURPOSE OF USE	REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
		DATABASE EXAMINER	DATABASE EXAMINER	DATABASE EXAMINER
IRRIGATION " "	04-01 10-31 " "	0.320 .29		0.0
TOTAL FOR THIS RIGHT		0.320		0.0

NON-IRRIGATION USES CLAIMED:

NON-IRRIGATION USES RECOMMENDED: CHECK HERE IF RECOMMENDED AS CLAIMED ()

REVIEWED BY: KKC

DATE: 4-20-00

FLAG: _____

STANDARD CONDITIONS (CODE):

STANDARD REMARKS (CODE):

See narrative
Attached

EXPLANATORY CONDITIONS (CODE):

EXPLANATORY REMARKS (CODE):

A. CHECK ONLY THE FOLLOWING THAT APPLY:

	ACCEPTED AS CLAIMED	NEEDS REVIEW
OWNERSHIP _____	☒	()
FORFEIT/ABANDON _____	☒	()
ADDITIONAL DIV. AMOUNT _____	()	()

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 43-11202

	DATABASE	EXAMINER	CFS
TOTAL DIVERSION RATE OF WR SPLITS		_____	

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	A43-11202	0.320	-		-	
TOTAL CFS		0.320				

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, IS THE WRITTEN REVIEW DESCRIBED BELOW () OR SEE ATTACHMENT ()?

DATABASE	FIELD EXAMINER
N	Y() N()

NOTES:

AUTHENTICATION:

SIGNATURE:

Kelly L. Christensen

DATE:

4-20-00

NAME OF FIELD EXAMINER:

TITLE:

Sr Water Resource Agt.

MAPS AND AERIAL PHOTOGRAPHS USED TO REVIEW THIS NOTICE OF CLAIM TO A WATER RIGHT

TYPE OF MAP OR PHOTOGRAPH (CHECK IF USED)	IF USED, SUPPLY APPROPRIATE DATE AND OTHER INFORMATION	COPY INCLUDED IN FILE?
☒ ORTHOPHOTOQUAD	DATE OF PHOTO <u>DD-30 1976</u> IDWR ID NO. _____	Y() N()
☐ TOPOGRAPHIC	DATE FIELD CHECKED _____ IDWR ID NO. _____	Y() N()
☒ NAPP	DATE OF PHOTO <u>GIS Rectified</u> IDWR ID NO. _____	Y(☒) N()
☒ ASCS AERIAL PHOTO	DATE OF PHOTO <u>1978 see 43-00288 fm</u>	Y() N()
☐ ASCS COLOR SLIDE	DATE OF PHOTO <u>field notes</u>	Y() N()
☐ BLM OR USFS AERIAL PHOTO	DATE OF PHOTO _____	Y() N()
☐ TOWNSHIP SURVEY (GOVERNMENT PLAT)	DATE OF SURVEY _____	Y() N()
☐ SCS SOIL SURVEY MAP	DATE ISSUED _____	Y() N()
☐ SUBDIVISION PLAT MAP	DATE OF MAP _____	Y() N()
☐ OTHER _____	DATE _____	Y() N()
☐ OTHER _____	DATE _____	Y() N()
☐ OTHER _____	DATE _____	Y() N()

LIST OF ATTACHMENTS (CHECK IF ATTACHED)	IF ATTACHED, SUPPLY APPROPRIATE INFORMATION	NO. OF PAGES	NOTES
☐ LICENSING FIELD EXAM	DATE OF FIELD EXAM _____	_____	_____
☐ WATER RIGHT LICENSE	DATE LICENSE SIGNED _____	_____	_____
☐ IDWR APPROVED TRANSFER	DATE TRANSFER APPROVED _____	_____	_____
☒ SYSTEM DESCRIPTION	DATE DEATH <u>3-16-00</u>	<u>3</u>	_____
☒ PHOTOGRAPHS	DATE(S) PHOTOS TAKEN <u>8-11-94</u>	<u>6</u>	<u>See 43-00288</u>
☐ SPLIT RIGHT REVIEW	DATE REVIEW COMPLETED _____	_____	_____
☐ HUBBLE ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
☐ CONVEYANCE LOSS ANALYSIS	DATE ANALYSIS COMPLETED _____	_____	_____
☐ FLOW MEASUREMENT CALCULATIONS	DATE SYSTEM MEASURED _____	_____	_____
☐ OTHER <u>GIS Recon Layout</u>	DATE _____	<u>1</u>	_____
☐ OTHER <u>Land listing of Recon acres</u>	DATE _____	<u>1</u>	_____

**A43-00288, A43-00289, A43-00290, A43-00291 & A43-00292
A43-11202, A43-11196 & A43-11221**

**RIGHTS DECREEED FROM CASSIA CREEK
A43-00289, A43-00290, A43-00291 & A43-00292
RIGHT DECREEED FROM WARM SPRINGS
A43-00288
ENLARGEMENT RIGHT OF CASSIA CREEK & WARM SPRINGS
A43-11202
WASTEWATER RIGHT
A43-11221
BENEFICIAL USE RIGHT FROM FIRST AND SECOND HOLLOW
A43-11196**

A43-00289, A43-00290, A43-00291 & A43-00292

The decreed rights are stacked rights for the same place of use. The historical delivery system was and is a dam in Cassia Creek diverting water into an earthen ditch running to the place of use. The recommended place of use has numerous natural channels running roughly southwest toward the northeast. Some of those channels are part of the irrigation delivery system. The diversions from those channels are not considered as diversion points, rather, as part of the irrigation system. Not all of the irrigated property owned by the Moranvilles is irrigated with Cassia Creek water. The irrigated ground in TWP 13S, RNG 24E is irrigated with First and Second Hollow water only (A43-11196). A triangular parcel of ground in the northwest end of Sec 31 SESW and SWSE is currently irrigated by wastewater only, although it has also historically been irrigated with Cassia Creek water. This ground is not being recommended under the Cassia Cr. claims.

**Sec 31 SWSW
MULTIPLE CLAIMS (SYSTEMS) OVERLAP**

In 1982 a pump was installed in one of the channels crossing the property and then piped to a center pivot that covers a majority of Sec 31 SWSW. Historically approximately 27 acres were irrigated from the ditch, gravity irrigation system in that quarter/quarter.

A43-11202 was filed as an expansion claim to add the acreage above the ditch system that was then being irrigated from Cassia Creek. That claim has Warm Springs as a second source being delivered through the same system to the same acres.

That ground has also been irrigated under a different gravity flood system. That system was claimed under A43-11196 for the irrigation of 12 acres in that same quarter/quarter as well as an additional 24 acres in Sec 36 (TWP 13S RNG 24E). That system is an earth ditch that cuts across both First and Second Hollow and eventually delivers water to Sec 31 SWSW which is at the end of the ditch.

WASTEWATER SYSTEM A43-11221

The system for this right consists of a ditch running from the north to the south along the eastern border of Sec 31 NWSW. This quarter is irrigated with water from First and Second Hollow under one system and from Clyde Creek under a different system. The ditch enters the Morannville property at the NW corner of the SESW of Sec 31. The ditch then turns east and parallels the northern quarter/quarter boundaries of the SESW and SWSE quarters. Flood irrigation goes from the ditch southeasterly until the water reaches a natural drainage that then carries the water off the Moranville property in the SESW quarter. This ground was irrigated with Cassia Creek water under the historical delivery system but has not been irrigated through the Cassia Creek ditch system sense the pump and pivot system was put in. Those acres were not claimed under the Cassia Creek decreed rights.

FIRST AND SECOND HOLLOW SYSTEM A43-11196

This system is a ditch running from First Hollow to Second Hollow and continuing to the western edge of the center pivot found in Sec 31 SWSW. Tommy Hutchison under A43-10213 shares this source.

There is a diversion from Clyde Creek that is tied into this delivery system but Clyde Creek water is not part of this claim.

WARM SPRINGS SYSTEM A43-00288 & A43-11202

The spring is located just south of the farmstead on the western edge of the irrigated place of use. The Cassia Creek main ditch is located uphill to the west of the spring. Water from the spring can be diverted south to irrigate most of Sec 6 NWNW or can be diverted into a natural drain and commingled with the Cassia Creek water for flood irrigation of the ground east of that drain. See Sec 31 SWSW above for the analysis of the pumping system and irrigation practices related to that pump. The right was decreed for 0.30 cfs, which would imply a 15-acre place of use at 1 inch per acre. However as this right is normally commingled with the Cassia Creek system and can cover approximately 79 acres (excluding the expansion acres) I am recommend 43-00288 be limited to the 79 acres within the Cassia Creek PPU.

REMARKS ANALYSIS

Warm Springs	43-00288
Cassia Creek	43-00289 thru 43-00292
Enlargement claim	43-11202
First and second Hollow	43-11196
Waste water	43-11221

The waste water system is recognized as an independent system and does not overlap with any other systems. No combined remarks are required for this right.

Under normal circumstances Warm Springs, Cassia Creek and the enlargement claim act as a system and are therefore recognized in one combined remark and limited to the total P/U of 124 acres. Warm springs is limited to 79 acres within the PP/U and the enlargement claim is limited to 16 acres within the same PP/U. The combined decreed rights from Cassia Creek are limited to 108 acres. This is the PP/U less the 16 enlargement acres. No diversion rate is associated with the 16 enlargement acres.

Warm Springs	43-00288	0.30 cfs	Cassia Creek	43-00289	0.50 cfs
Enlargement claim	43-11202	0.00 cfs		43-00290	1.20 cfs
First and second Hollow	43-11196	0.72 cfs		43-00291	0.60 cfs
Waste water	43-11221	0.40 cfs		43-00292	<u>0.40 cfs</u>
				Total	2.70 cfs

System of Cassia Creek, Warm Springs, and the Enlargement claim

Found irrigated 108 acres * 0.02 cfs/ac = 2.16 cfs

Conveyance losses for Cassia Creek div 0.24 cfs
Total 2.40 cfs

43-00288 is diverted at the source, therefore there are no conveyance losses calculated for this right.

A second combined remark is required when considering the First and Second Hollow overlap. When the claims identified in the 108 acre place of use are combined with this system, they are limited to 137 acres (108 ac + 29 ac). There is a 6.7 acre overlap between the two systems. First and Second Hollow claim is limited to 29 acres.

System of Cassia Creek, Warm Springs, and the Enlargement claim with First and Second Hollow.

Found irrigated 137 acres * 0.02 cfs/ac = 2.74 cfs

Conveyance losses for Cassia Creek div 0.24 cfs

Conveyance losses for 1st & 2nd Hollow div 0.14 cfs

Total 3.12 cfs

MEMO TO FILE

FILE: A43-11202

DATE: November 15

Kelly K Christensen

Windy Moranville came into the office today to file an enlargement claim for 16 acres in that are up hill (to the west) of the historic ditch that carried water from Cassia Creek under the decreed rights appurtenant to this property. The enlargement occurred when a pump and center pivot system was installed to deliver water above the ditch. The system was installed in 1982 as noted by the Raft River Rural Electric power contract.

There are two different claims that identify a portion of that quarter/quarter within their respective places of use. The claimed ground for each system is independent of the other. The basis for calculating the variable fee is as follows;

(13S 25E sec 31 SWSW It 4 is within a correction section)

Total acres irrigated within the SWSW quarter =		43 acres
Claimed east of the ditch under the decreed rights =	25 acres	
Claimed west of the ditch under A43-11196 =	<u>12 acres</u>	43 acres
Total	37 acres	<u>37 acres</u>
Difference		4 acres

The 4 acres require a variable fee. No late fee was assessed as the claimants are new owners and the original decreed rights were filed timely.