

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: A35-04183
Date Received: 3/07/1990
Receipt No: MOB6175
Received By: AS

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ADA E. MCMILLAN 208-226-2094
Address: 3140 W SOUTH PLEASANT VALLEY
AMERICAN FALLS, ID 83211

2. Date of Priority: MAY 11, 1958

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07S	30E	26	NW	NW	NE		POWER

5. Description of diverting works:
WELL 241' DEEP, 12" CASING, 40HP PUMP 40HP BOOSTER SEE REMARKS..

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/15	3.200		

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

8. Total consumptive use is 480.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	30E	26	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0

Section Acres 160.0

A35-04183

Page 1

Date: 03/07/90

A3504183



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10. Place of Use: Continued

Total Acres 160.0

11. Place of use in counties: POWER

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

13. Other Water Rights Used:

ABERDEEN SPRINGFIELD IRRIGATION CO.

14. Remarks:

#5. CONT. SYSTEM USES A PIVOT WITH END GUN AND HANDLINES INTO THE CORNERS.

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): *Ada L. McMillan* Date: 3-7-90

Date: _____

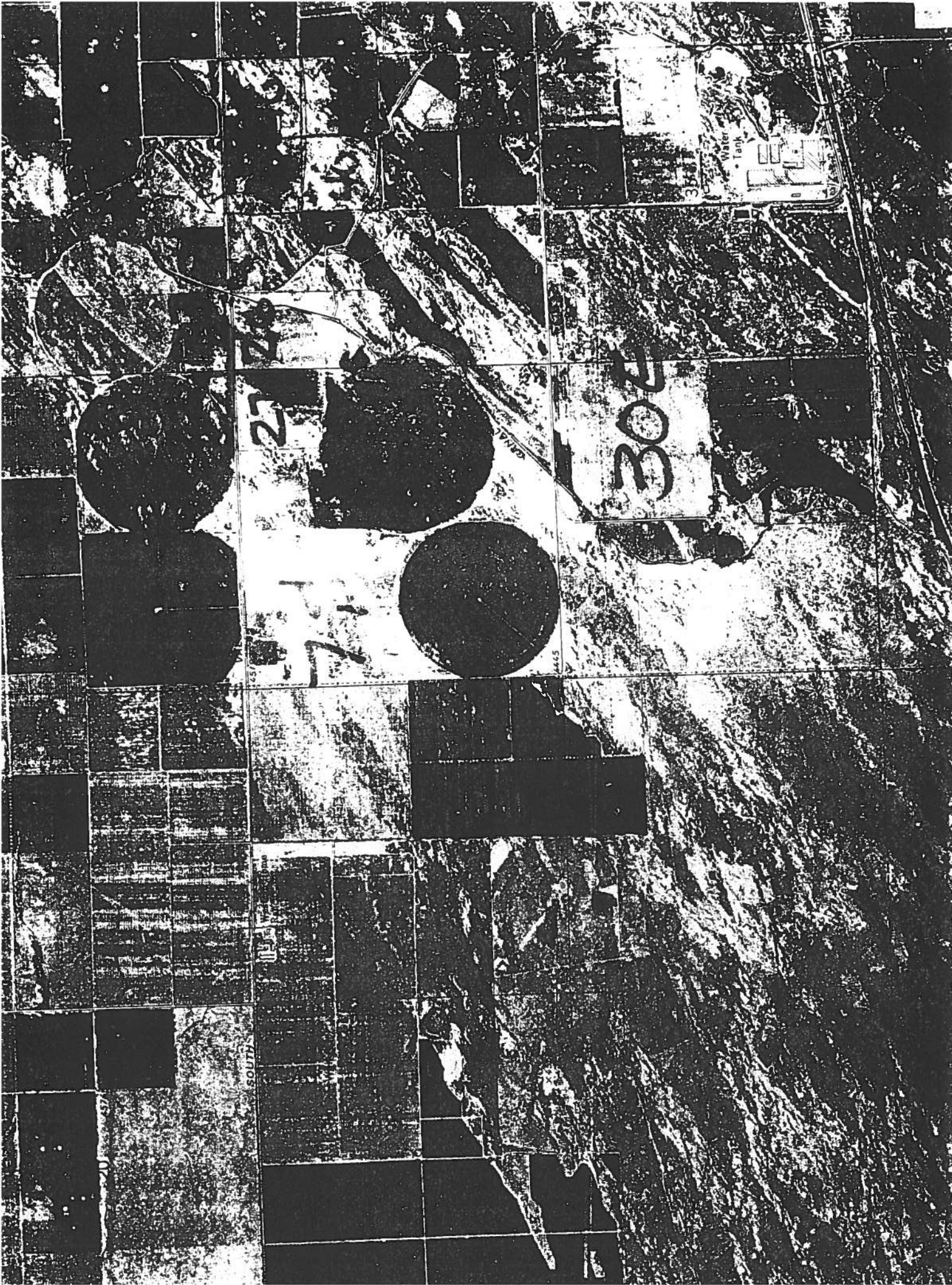
State of Idaho)
County of Powel) SS.

Subscribed and sworn (or affirmed) before me this 7th day
of March 1990

Anna Baumhoff
Notary Public

Seal

Residing at Anna Baumhoff, Notary Public
My Commission Expires Residing at Boise, Idaho
My Commission Expires December 7, 1994



17-Jun-1991

ADA L MCMILLAN
3140 W SOUTH PLEASANT VALLEY
AMERICAN FALLS ID 83211

RE: **Evidence of Priority**
NO. A35-04183

Dear Claimant:

The Notice of Claim identified with the number shown at the end of this letter has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates the 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, at or on the place of use identified on the Notice. The date the water was first put to use, known as the priority date, has not been confirmed by a License, Decree, or Permit. For this reason, proof must be provided supporting the priority date.

For your reference I have provided a printout of your Notice and the pamphlet entitled "**Evidence of Priority**". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. While I encourage you to read all of the pamphlet, 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**".

It is our goal to recommend this historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other items of the Notice have been or soon will be conducted by Department personnel. But, the Department will not recommend the Notice be decreed by the court if no evidence of a priority date is submitted.

Please submit the required evidence supporting the priority date by JULY 15, 1991, referencing all documents with the corresponding Notice number. If you have any questions not covered by this letter or the enclosed pamphlet, please contact this office.

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ADA L MCMILLAN
A35-04183

page 2

All Notices required to submit this evidence are currently being reviewed for recommendation to the court. Hence, the need for expediency on your part or your agency. Every effort should be made to submit this information within 30 days of the date of this letter.

Respectfully submitted,

Eric Verner
Senior Water Agent

EV:rb

Enc. Brochure on "Evidence of Priority"
Proof Report

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This is for the deep well of

Ada McMillan

3140 W. So. Pleasant Valley
American Falls, Idaho 83211

Lease - Purchase by

Donald L. or Marva D. Kramer

1003 Falls Ave

American Falls, Idaho 83211

The information we were able
to gather as of 7-10-91

Idaho Water Resource # A35-4183

RECEIVED

JUL 16 1991

Department of Water Resources
Eastern District Office

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RECEIVED

JUL 16 1991

Department of Water Resources
Eastern District Office

State of Idaho
DEPARTMENT OF RECLAMATION
BOISE

INSTRUCTIONS

PROOF OF COMPLETION OF WORKS

Mr. Paul B. McMillan

Boise, Idaho April 2, 1951

American Falls, Idaho

Dear Sir:-

Under the terms of your permit No. 21496 you are required to complete your diversion works on or before June 1, 1951. I enclose herewith blank affidavit to be filled out, sworn to by you before a Notary Public or a Justice of the Peace, and returned to this office on or before the above date, or within ten days thereafter, for the purpose of making proof of completion under the permit. Upon receipt of this affidavit in this office, provided the same satisfactorily shows the completion of the works substantially in accordance with the terms of the permit, together with a fee of \$5.00, a Certificate of Completion will be issued to you.

The certificate to be issued under this proof will not give a perpetual right to the use of water for which application was made, as it only confirms the completion of works of a capacity to divert and convey to the place of intended use a certain amount of water. The law requires that another proof be submitted when the water has been fully applied to a beneficial use, at which time license is issued for the amount of water actually in use. Information in regard to this last proof will be furnished on request.

Yours truly,

MARK R. KULP

State Reclamation Engineer

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Address all communications to

(Form No. 1)

Paul B. McMillan

P. O. American Falls, Idaho

APPLICATION FOR PERMIT

TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO

Application No. 29202

Permit No. 31496

District No.

1. Name of applicant: Paul B. McMillan

Post office address American Falls County Power State Idaho

I. If applicant is a corporation, give:

(a) Date and place of incorporation.

(b) Amount of capital stock: \$ (c) Amount paid in: \$

(d) Names and addresses of directors:

II. The financial resources of the applicant are: (a) Cash on hand: \$

(b) Treasury stock: (c) Bonds to be issued:

(d) Other resources:

2. Quantity of water claimed: 1.6 cubic feet per second.

3. Source of water supply: Underground (Wells)

which is tributary of or W 1/2 NE 1/4

4. Location of point of diversion: 400 southwest feet distant from the northeast corner/

of Section 26 T 7 S R 30 E B.M., and is in the W 1/2 NE 1/4

of Section 26 T 7 S R 30 E B.M., County of Power

5. Water is to be used for: Irrigation

6. If for mining, milling, power or manufacturing purposes, give:

(a) Point of use of water: feet distant from corner of Section

T R B.M., in the of Section T R B.M.

(b) Amount of power generated: H.P., under feet head

(c) Water is to be returned to at a point feet

distant from the corner of Section T R B.M. in the

of Section T R B.M.

7. Estimated cost of works: \$ 6500.00

8. Kind of works: Wells and Ditches & Pump
(Reservoir, dam, ditch, flume, pipe, etc.)

9. Height of dam feet; length of dam at top feet; length of dam at bottom feet;
(If height of dam will exceed 10 feet or will store more than 100 acre feet of water, send to Department of Reclamation for Regulations.)
feet; material used in dam

10. Size of headgate: Width four feet; Height three feet.

11. Ditch. Width at bottom four feet; Width at water line three feet; Depth of water three feet;

Dimensions of flume ; Diameter of pipe inches;

Length of conduit miles. Average grade per mile feet.

Well-Point &
DIVERSION

26

Permit Map No. 21496

As Approved

MAY 15 1950

MARK R. KULP

State Reclamation Engineer

16. (a) Is reservoir to be used?.....No.....(If so, fill in (b) and (c) below.)

(b) Name of reservoir and number of Storage Permit:

(c) Date of filing of Application for Storage Permit and Name of Applicant.

Remarks:

BE IT KNOWN That the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Paul B. McMillan

Applicant

By, Agent

Affidavit of Permission to File on Springs

(Not to be used when spring is situated on lands owned by applicant.)

I, ..., of, County of, State of, do hereby certify that I am the owner of the land on which the spring mentioned in the application of is located, to-wit: and that I do hereby grant unto the said permission to file on the said spring as set forth in the foregoing application.

STATE OF IDAHO
County of Power } ss.

On this 4th day of May, 1950 before me, a Notary Public for the State of Idaho, residing at American Falls, Idaho personally appeared Paul B. McMillan known to me to be the person whose name is subscribed to the foregoing certificate, and acknowledged to me that he executed the same.

Witness my hand and seal, the day and year in this certificate first above written

[Signature]
Notary Public.

My commission expires Feb. 10, 1951

MERCHANDISE PURCHASE CONDITIONAL SALE CONTRACT 2196

The undersigned Seller agrees to sell and the undersigned Purchaser hereby accepts and agrees to purchase, subject to the terms and conditions hereinafter set forth, the property described in the following schedule, for the prices therein indicated:

ITEM	QUANTITY	MAKE	DESCRIPTION OF ARTICLE	MODEL	SERIAL NUMBER	CABINET OR MOTOR NO.	CASH
1	One	Burbury Model	1004/H 3 stage pump		5892620		320
2		with 40 HP W S Motor					
3							
4							

Purchaser agrees to pay Time Balance in equal consecutive monthly instalments of \$..... each on the day of each month beginning 19..... or in instalments as follows

9-1-58 567.69
 2-1-59 563.50
 9-1-59 1283.08

together with interest at the highest legal rate on any delinquent instalment from and after the date of delinquency, and reasonable collection costs and fees in the event of delinquency. The said payments if made to the Seller shall be payable at the office of the Seller, or if this contract is assigned, then they shall be payable at such office of the assignee as the assignee shall designate in writing addressed to the Purchaser.

Cash Sale Price (including taxes, extras).....	\$.....
Less Down Payment — Cash	\$1,000.00
Trade-in (describe)	\$.....
Total Down Payment.....	\$220
Net Unpaid Cash Sale Balance.....	\$.....
Plus Insurance and Optional Benefits.....	\$.....
Plus Fees: Filing, recording, etc.....	\$.....
Total Unpaid Cash Sale Balance.....	\$.....
Plus Time Price Differential.....	\$218
TOTAL TIME BALANCE	2414

Purchaser acknowledges that he has been advised as to both cash price and time price of the property, that he realizes the time is greater than the cash price, and that he has elected to pay the time price.



92-CONDITIONS

- Title to said property shall not pass to the Purchaser until all sums due under this contract are fully paid in cash.
 - Said chattels shall remain personal property and nothing (anything which may be done by the parties hereto to the contrary notwithstanding) shall prevent Seller from same, or so much thereof as Seller in its sole discretion may determine, from any premises to which they may be attached, upon any breach of this contract.
 - The Purchaser shall keep said property free of all taxes, liens and encumbrances; shall not use the same illegally or improperly; shall not transfer any interest in this contract; shall not remove same from the premises stated herein without Seller's consent. Purchaser shall keep said property insured against loss by fire to properly protect all therein. The proceeds of any insurance, whether paid by reason of loss, injury, return premium, or otherwise, shall be applied toward the replacement of the property or payment obligation at the option of the Seller. The Purchaser assumes the entire risk of loss of said property and agrees that neither the loss, damage nor destruction of the whole or any part shall release the Purchaser of his obligation to pay the purchase price or any part thereof.
 - Should Purchaser fail to pay said indebtedness or any part thereof when due, or breach this contract, or if any execution or writ be levied on any of Purchaser's property receiver thereof be appointed, or if a petition in bankruptcy be filed by or against Purchaser, Seller, at his option, and without notice to Purchaser, may declare the whole amount hereunder immediately due and payable, or Seller may, without notice or demand, by process of law or otherwise, take possession of said chattels wherever located. In the event repossession, Seller may, without notice to Purchaser, declare all of Purchaser's rights under this contract terminated and retain all moneys paid thereon for the reasonable fee charged, or Seller may resell the said property at public or private sale and apply the proceeds, after deducting late charges, expenses, liens, and an attorney's reasonable fee incurred by it, to the payment of said indebtedness, and pay to Purchaser the surplus, if any, or in case of a deficiency, Purchaser agrees to pay Seller the same at once. Purchaser all claims, damages and demands against Seller arising out of the repossession, retention, reparation, and sale as aforesaid. Nothing herein contained shall be construed to the Seller, in the event of non-payment of said purchase price or any installment thereof, without repossessing or otherwise resorting to the said property, from suing for and recovering the whole of the unpaid purchase price.
 - Any action to enforce payment shall not waive any of Seller's rights hereunder. Any indulgences granted Purchaser shall not constitute a waiver of any of Seller's rights in the absence of this contract. Any part of this contract contrary to the law of any state shall not invalidate any other parts of this contract in that state. All rights and remedies under are cumulative and not alternative. Seller may assign this contract without notice to Purchaser, and when assigned it shall be free from any defense counter-claim or cross by Purchaser. Purchaser agrees to pay all costs of collecting any amount or enforcing any rights hereunder including any expenses incurred, reasonable attorney's fees and the time and services of any employees in making collection.
 - This contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto.
 - This contract shall apply to, inure to the benefit of, and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties, subject to the above restrictions against assignment by Purchaser.
- The undersigned Purchaser (s) does each for himself warrant and state that there does not now exist nor is there to be made any other extension of credit to him or the section with the purchase of the merchandise described herein. Purchaser acknowledges receipt of a copy of this contract of conditional sale. The undersigned Seller hereby accepts faith the foregoing Statement of Purchaser (s), and because of his reliance thereon, agrees to extend the installment credit on the terms and conditions as set forth herein.

Executed this 6 day of June, 1959

I (We), the purchaser or purchasers, hereby acknowledge receipt of a true and exact copy of the foregoing conditional sale contract

Raymond C. J. J. J.
 By Mark Baker
 Seller's Address

Paul M. Millan
 Purchaser
American Falls
 Purchaser's Address

CAUTION TO DEALER AND BANK: A duly executed and acknowledged exact duplicate of the above agreement must be filed in the office of the Recorder of the county in which the property described therein is located AT THE TIME OF SUCH FILING, and another duplicate must be filed promptly with the Secretary of State.

IL 92 Rev. 4-57

MUST BE EXECUTED BY THE SELLER & THE PURCHASER

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DEC 10 1992

STATEMENT

June 10 1965

Mr. Paul M. Millard

Am Falla, Ida -

To George Holmes.

Paid en
Full paid
Integration
Hall -
George Collier
Richard Collier

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DEC 10 1992

American Falls Idaho
October 21, 1991

Sir:

Ada received a call from
the Department of Water Resources
wanting her to state to the best
of her knowledge when the well
and pump were put on & into
operation.

Thank you.
Marva Kramer
208-226-2100

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DEC 10 1992

Vollmer Well Drilling
of American Falls, Idaho

In Spring of 1958, drilled a irrigation well
for Paul and Ada McMillan.

George Vollmer
3003 West Vollmer Loop
American Falls, Idaho 83211

George Vollmer
July 12, 1991

State of Idaho } ss.
County of }

On this 12th day of July, in the year
of 1991, before me personally appeared

George Vollmer known to me to be the person
whose name is subscribed to the within instrument
acknowledged to me that they executed the same.

David Fehri
Notary Public for Idaho

MICROFILMED

DEC 10 1992

RECEIVED

OCT 23 1991

Department of Water Resources
Eastern District Office

N E 1/4 of S26 T25 R30 E.B.M./American Falls, Idaho

September 18, 1991

A35-4/83

DEPARTMENT OF WATER RESOURCES

I, Ada L. McMillan, wife of the late ~~Paul~~ B. McMillan, reside at 3140 W. South Pleasant Valley, American Falls, Idaho 83211.

We purchased this farm in 1947 and have resided here, all the time, since.

We had eighty (80) shares of Aberdeen Springfield canal water, but, it wasn't enough as the farm ground is sandy.

We had the deep well dug by Vollmer Well Drilling of American Falls, Idaho and purchased the pump and casing from Bowlers of American Falls. The pump motor serial number and Bowlers bill should all be the same. Also, the concrete pad for the base of the pump has the date in it, and has not been changed.

The date on the bill is a short time later, as when the pump was first started, the water level dropped and we had to have the pump pulled by Bowler and they had to add more casing. When they had it pumping again, they made out the bill and set up payment dates.

Don went to the ASCS office to see if there were any old air photos or any information on the date of the well. They said they have dumped their files. We also checked with Idaho Power and their records go back to 1973. The Power County Court House has also destroyed all their old files.

I have leased, with an option to purchase the farm, to my daughter (Marva) and son-in-law, (Don) Kramer. They will be handling the farm, so if you need to call, please, call the them. Their address and telephone number is listed below.

Thank you,

Ada L. McMillan

9-28-91

Ada L. McMillan
3140 W. So. Pleasant Valley Rd.
American Falls, Idaho 83211
SS #518-42-8613

Don and Marva Kramer
1003 Falls Avenue
American Falls, Idaho 83211
208-226-2100
SS #518-44-2654 (Don Kramer)

Don Kramer
Marva D. Kramer

9-28-91

STATE OF IDAHO, COUNTY OF

On this 28th day of September 1991, before me, a notary public in and for said State, personally appeared

Ada L. McMillan, Don Kramer and Marva Kramer

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that They executed the same.

Monlene H. Hensley
Notary Public

Residing at American Falls
Comm. Expires 5/19/93

DEC 10 1992

REFUND REQUEST

SUBMITTED TO AUDITOR

ON 6-12-92

TO: S. Frazee to Log In
 FOR: J. Carlson/D. Shaff/D. Allen
 FROM: Ernie Carlsen

RECEIVED

RE: Payor KRAMER, DONALD OR MARVAAddress 1003 Falls AveAMERICAN Falls ID 83211

MAP 25 1992

Claimant if NOT Payor ADA L McMILLAN Department of Water ResourcesRefund Amount \$ 80⁰⁰Claim Location RECEIVEDExtension Filed? Y/N NACopy Attached? Y/N NALate Fees Paid? Y/N NAOn Receipt # JUN 16 1992

S.O. Verified Ext. by _____ on _____

Refund Generated By () Agent

(X) Claimant telecon Department of Water Resources
Eastern District OfficeRefund Category Double payment of variable fee.Date of Last Correspondence (copy attached) 3-23-92

Claim No.	Use	Fees Paid	Correct Fee	Rec't #
<u>A35-04183</u>	<u>01</u>	<u>\$ 210⁰⁰</u>	<u>130⁰⁰</u>	<u>EM006175</u>
		\$		
		\$		
		\$		
		\$		
		\$		

Detailed Reason(s) for Refund Attached Y/N

Region Adj. Supervisor Approval EMC John Carlson Approval —
 Don Shaff Approval 6-10-92 Hold — To Fiscal 06-12-92
 Not Refunded as of 5-29-92 Logged 3-25-92
 Date Base Modified? Y/N NA By af Date 3-25-92

Claimant paid assessment to Aberdeen Springfield Canal Company for land served by canal and then also paid the variable fee for the

P.O.U. on A35-04183

Subsequently the Canal Company paid the variable fee for the P.O.U. on A01-0002370 and A01-0002371 under receipt E014259. Comparison of the

P.O.U. on these claims reveals an overlap of 80 acers.The claimant is therefore requesting a refund of \$ 80⁰⁰ paid under receipt M006175.

> EWC sent for.

05/01/91

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DEC 10 1992



State of Idaho
DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

DATE: *March 23, 1992*

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

*DONALD OR MARVA KRAMER
1003 FALLS AVE
AMERICAN FALLS ID 83211*

RE: REFUND

Dear *Donald*;

This office has initiated a Refund Request for the double payment of fees in the Snake River Basin Adjudication (SRBA).

Comparison of the land list on your Notice(s) with the lands listed on claims submitted by Aberdeen-Springfield Canal Company revealed an overlap of the following:

80 acres on A35-04183.

Therefore, the Refund Request is for \$ *80⁰⁰*, paid under receipt *M006175*. A check for this amount should be mailed from Boise in the near future.

Naturally, if you have any questions, feel free to contact this office (525-7161).

Respectfully submitted,

Ernest Carlsen.

Ernest Carlsen
Adjudication Supervisor

EC:jt

cc: Aberdeen-Springfield Canal Company

File: To Claim

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DEC 10 1992

(WATER RIGHT NUMBERS THAT BEGIN WITH AN '*' ARE ADJUDICATION CLAIMS)

WR-NUMBER	SOURCE	NE		NW		SE		NE		NW		SE		NE		NW		SE		SUM
		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	
A3504183	TOTS R30E S26	GROUNDWATER																		
		40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	160
A010002321	LARGE CLAI	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	407
A010029721	LARGE CLAI	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	407
A010206461	LARGE CLAI	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	407
A010206861	LARGE CLAI	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	407
A0102068H1	LARGE CLAI	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	407
A350254321	LARGE CLAI	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	407
A350424621	LARGE CLAI	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	407

80 AC

Overlap

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

RECEIVED
MAR 25 1992

Ident. Number: A35-04183
Date Received: 3/07/1990
Receipt No: M006175
Received By: _____

Department of Water Resources **NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: ADA L. MCMILLAN 208-226-2094
Address: 3140 W SOUTH PLEASANT VALLEY
AMERICAN FALLS, ID 83211

2. Date of Priority: MAY 11, 1958

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
07S	30E	26	NW	NW	NE		POWER

5. Description of diverting works:
WELL 241' DEEP, 12" CASING, 40HP PUMP 40HP BOOSTER SEE REMARKS..

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	10/15	3.200		

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

8. Total consumptive use is 480.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
07S	30E	26	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0

Section Acres 160.0

A35-04183

Page 1

Date: 03/07/90

MICROFILMED
DEC 10 1992

February 10, 1992

ATTENTION!!!

To those shareholders who have paid twice for adjudication of water rights:

If you have paid the \$1 per acre adjudication fee for ground water irrigation and also paid your total Canal Company Assessment for 1989 for the same property, you may now request a refund from the Dept. of Water Resources in Idaho Falls.

INSTRUCTIONS TO REQUEST A REFUND:

- 1) Call Dept of Water Res. & request refund at 525-7172.
- 2) Give them your reason for request (double payment)
- 3) Give them your adjudication claim number

Please call the Dept. of Water Resources if you have questions on procedure.

Microfilm

DEC 10 1992

post card



Aberdeen-Springfield Canal Co.
P.O. Box Y
Aberdeen, Idaho 83210

A35-4183

Ronald L Kramer
1003 Falls Ave
American Falls, ID 83211

MICROFILMED
DEC 10 1952

OK
ABR
10/26/96

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

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

1. Water Right Number(s) _____
Adjudication Claim Number(s) A35-04183 ^{(12R) -R-} A35-04184 ^{(S/S) -R-}
2. The following REQUIRED information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) THE ESTATE OF ADA L. McMILLAN
919 E. WYETH POCAHELLO, ID 83201
4. New Owner/Claimant(s) SANDRA P. PORTER
Name connector (Check one): ☒ AND, ☐ OR, ☐ AND/OR
New Mailing Address 919 E. WYETH POCAHELLO, ID 83201
City, State and ZIP Code _____
New Telephone Number (208) 232 - 8053
5. Date you acquired the property 6 MARCH 1979
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres actually irrigated _____ Number and type of stock 50 CATTLE
Diversion rate in CFS 2.50 ^{11R Side AS Claims 3.2} Number of homes 1 Other uses _____
cubic feet per second
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s) Sandra P. Porter Date 10-25-96
Date _____
8. (Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by you attorney.

Edward J. Berrett
Attorney at Law
836 East Center
Pocatello, Idaho 83201
(208)232 8380

STATE OF IDAHO }
COUNTY OF POWER } SS

I hereby certify that the foregoing instrument is a full, true and correct copy of the original on file in the office of the undersigned Clerk of the District Court, Magistrate's Division, of the Sixth Judicial District of Idaho, for Power County.

CAROL SCHREIBER
Clerk, MAGISTRATE'S DIVISION
By [Signature]
DEPUTY CLERK

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER
MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE OF:)
ADA L. MCMILLAN, deceased.) Case No. 91-1262
LETTERS OF ADMINISTRATION

The Petition of SANDRA PAULEEN PORTER, having been heard in the above-named Court in Informal Proceedings, SANDRA PAULEEN MCMILLAN, the daughter of ADA L. MCMILLAN, deceased, is hereby appointed Personal Representative of the Estate of ADA L. MCMILLAN, deceased.

WITNESS: MARK BEEBE, Magistrate of the District Court, County of Power, State of Idaho, with the seal of the Court affixed, this 23RD day of DEC, 1991.

17 BEEBE
Magistrate

STATE OF IDAHO)
County of) ss

The undersigned, ADA L. MCMILLAN, hereby accepts the duties of Personal Representative of the Estate of ADA L. MCMILLAN, and does solemnly swear that she will perform, according to law, the duties of Personal Representative.

Sandra Pauleen Porter
SANDRA PAULEEN PORTER

SUBSCRIBED AND SWORN TO before me this 23RD day of Dec, 1991.

EDWARD J. BERRETT
Notary Public for Idaho
Residing at Pocatello,
My Commission expires 3-1-97.

Seal

LETTERS OF ADMINISTRATION

WARRANTY DEED

For Value Received

ADA L. McMILLAN, a widow dealing with her sole and separate property

the grantor, do hereby grant, bargain, sell and convey unto

SANDRA PAULINE GRISCHKOWSKY, as Trustee

whose current address is American Falls, Idaho

the grantee, the following described premises, in POWER County Idaho, to wit:

E 1/2 of the NE 1/4 of Section 26, Township 7 South, Range 30, East, Boise Meridian in Power County, Idaho containing 80 acres more or less, including shares of stock in the Aberdeen Springfield Canal Co., for water that is tied to the land.

and

W 1/2 of the NE 1/4 of Section 26, Township 7 South, Range 30 East, Boise Meridian in Power County, Idaho, containing 80 acres more or less, including shares of stock in the Aberdeen Springfield Canal Co., for water that is tied to the land.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that she is the owner in fee simple of said premises; that they are free from all incumbrances

and that she will warrant and defend the same from all lawful claims whatsoever.

Dated: This 6 day of March, 1979.

Ada L. McMillan
ADA L. McMILLAN

STATE OF IDAHO, COUNTY OF BANNOCK
On this 6 day of March, 1979,
before me, a notary public in and for said State, personally
appeared

ADA L. McMILLAN

known to me to be the person whose name IS
subscribed to the within instrument and acknowledged to
me that she executed the same.

[Signature]
Notary Public
Residing at Pocatello, Idaho
Comm. Expires 8/8

Furnished by the AMERICAN LAND TITLE CO.



COOPERATIVE CENTER FOR
HEALTH STATISTICS - VITAL
STATISTICS

450 W. STATE ST.
BOISE, IDAHO 83720

CERTIFICATE OF DEATH

DATE FILED: DECEMBER 13, 1991

STATE FILE NUMBER: 91-06808

DECEDENT: ADA LAVON MCMILLAN

DATE OF DEATH: DEC. 05, 1991

PLACE OF DEATH: POCA TELLO, IDAHO

DATE OF BIRTH: DEC. 10, 1911

PLACE OF BIRTH: UTAH

AGE: 79 YEARS

SEX: FEMALE

VETERAN? NO

MARITAL STATUS: WIDOWED

SOCIAL SECURITY NUMBER: 518-42-8613 RESIDENCE: AMERICAN FALLS, IDAHO

FATHER: WILLIAM LESTER SNOW

FATHER'S BIRTHPLACE: UTAH

MOTHER (MAIDEN): FLADY MAY MORRISON

MOTHER'S BIRTHPLACE: UTAH

MORTUARY: DAVIS MORTUARY

MORTICIAN: MARK GUNN ROSE

AMERICAN FALLS, IDAHO

DISPOSITION: BURIAL

CERTIFYING PHYSICIAN: LYNN H. ANDERSON, MD

AUTOPSY: NO

1. CAUSE OF DEATH, UNDERLYING CAUSE LAST:

INTERVAL

CARDIAC ARREST

MYOCARDIAL INFARCTION

30 MINUTES

4 HOURS

2. OTHER CONDITIONS CONTRIBUTING TO DEATH BUT UNRELATED TO ABOVE CAUSES:

PREVIOUS MYOCARDIAL INFARCTION

DATE ISSUED: DECEMBER 16, 1991

*This is to certify that this is a true and correct reproduction or abstract of the official record
filed with the Idaho Department of Health & Welfare, Boise, Idaho.*

Richard W. Blair

RICHARD W. BLAIR, State Registrar

DO NOT ACCEPT UNLESS ON SECURITY PAPER WITH EMBOSSED SEAL OF IDAHO
DEPT. OF HEALTH & WELFARE CLEARLY AFFIXED.

Section 39-273, Idaho Code

HWH0139

DEPARTMENT OF HEALTH AND WELFARE

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: **A35-04183**
Date Received: 3/ 7/1990
Receipt No: M006175
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: SANDRA P PORTER
Address: 919 E WYETH
POCATELLO ID

208-232-8053

83201

2. Date of Priority: MAY 11, 1958

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
07S	30E	26	NW	NW	NE		POWER

5. Description of diverting works:

WELL 241' DEEP, 12" CASING, 40HP PUMP 40HP BOOSTER SEE REMARKS..

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/15	3.200		

7. Total Quantity Appropriated is:

3.200 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

480.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
07S	30E	26	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	160.0
					Total Acres	160.0

11. Place of use in counties: POWER

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

13. Other Water Rights Used:
ABERDEEN SPRINGFIELD IRRIGATION CO.

14. Remarks:
#5. CONT. SYSTEM USES A PIVOT WITH END GUN AND HANDLINES INTO
THE CORNERS.
CHANGED OWNERSHIP 10/29/96/JT/ABR

15. Basis of Claim: BENEFICIAL USE



State of Idaho
DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

OCTOBER 29, 1996

SANDRA P PORTER
919 E WYETH
POCATELLO ID 83201

RE: CHANGE IN OWNERSHIP FOR A35-04183 AND A35-04184

Dear Ms. Porter:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner.

Enclosed are copies of the Notice(s) of Claim, with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep these Notices for your records.

Respectfully submitted,

Jo Thompson
Adjudication Secretary

Enclosure: Notices of Claim

DELOG 12/1/97 JH
DELOG 12/15/97 AR

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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. ~~Water Right Number(s)~~ ^{ADJUDICATION} A35-04183 (5/11/58) 3.2 cfs ^{12/15/97} A35-04183 2/3 ^{AR}
~~Adjudication Claim Number(s)~~ RECEIVED
NOV 28 1997
2. The following REQUIRED information must be submitted with this form.
- Department of Water Resources
Eastern Region
- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
- AND
- B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
- OR
- C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) Ada McMillan - ESTATE ^{12/15/97} AR
4. New Owner/Claimant(s) Don Kramer
New Mailing Address 1003 Falls Ave.
City, State and ZIP Code American Falls, ID 83211
New Telephone Number () 226 - 2100
5. Date you acquired the property 10/28/97
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
- Number of acres actually irrigated _____ Number and type of stock _____
- Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
- If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s) Donald Loren Kramer Date 11-6-97
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

Paul S. Laggis

Attorney at Law

P.O. Box 419
20 Hillcrest Avenue
American Falls, Idaho 83211-0419
(208) 226-2563
Fax (208) 226-2578
e-mail: laggis@gemstate.net

MEMORANDUM AGREEMENT

THIS AGREEMENT, effectively entered into the 28th day of October, 1997, between THE ESTATE OF ADA McMILLAN, Sandra McMillan, Personal Representative, probated as Power County Case No. 91-1262, in the Sixth Judicial District of the State of Idaho, as Seller and DON KRAMER, of American Falls, Idaho, as Purchaser.

1. Sale of Property. Seller hereby agrees to sell and Purchaser agrees to buy upon the terms and conditions contained herein, the following described property (hereinafter "property"), to-wit:

REAL PROPERTY:

Township 7 South, Range 30 East of the Boise Meridian, Northeast quarter of Section 26. All in Power County, Idaho, and containing 160.0 acres mol, together with all improvements and appurtenances thereon.

Agreed Value: \$124,890.00

2. Purchase Price. Purchaser shall pay Seller as the purchase price for said property the sum of One Hundred Twenty Four Thousand Eight Hundred Ninety and No/100 Dollars (\$124,890.00):

Entire purchase price paid at closing by personal check from Purchaser to Seller.

3. Taxes: Seller shall pay all real property taxes levied or assessed against the property for all

KRAMER.PA
RE

years prior to 1997, and Purchaser shall pay all taxes levied and assessed in 1997 and shall pay all such taxes thereafter levied and assessed against said property.

4. Documents to Complete Sale. The parties agree that contemporaneously with this Agreement, Seller shall execute and deliver to closing agent, hereinafter named: a) a Warranty Deed conveying to Purchasers fee simple title to the real property herein purchased, free of all liens and encumbrances except as specified therein, and subject to taxes for 1997, and subsequent years, and subject to all easements, rights-of-way, restrictions, and reservations of record. The parties acknowledge that the personal property located upon the subject property is and has been the previous personal property of the Purchaser.

5. Costs and Fees. Each party agrees to pay one-half of all closing costs incurred in carrying out this Agreement.

6. Broker. The Seller and Purchaser each represent to the other that no broker was involved in this transaction.

7. Closing. The closing shall take place at the office of Paul S. Laggis, Attorney at Law, 20 Hillcrest, American Falls, Idaho, on October 23, 1997, or at such other time as the parties shall agree.

At closing, the closing agent shall cause the Warranty Deed to be recorded. The closing agent shall deliver to Purchaser the recorded Warranty Deed, together with the Owner's Title Insurance Policy referred to above.

8. Possession: Possession of the real property herein sold was delivered Purchaser by Seller effective October 20th, 1997.

9. Notice: Whenever in this agreement there shall be required or permitted notice or demand be given by either party to the other, such notice or demand shall be given in writing, by certified mail, return receipt requested, addressed as follows:

To the Purchaser: c/o Paul S. Laggis, Attorney at Law, P.O. Box 419, American Falls, ID 83211.

To the Seller: c/o David Kress, Attorney at Law, P.O. Box 4758, Pocatello, ID 83205.

10. Entire Agreement, Full Disclosure, Hold Harmless: This Agreement constitutes the entire agreement between the parties. Purchaser represents and states that it has made its own independent investigation of the property herein purchased and is relying upon no representations, warranties or promises of Seller that are not contained herein. Additionally, Seller represents and states to Purchaser that it has not encumbered the real property herein described and agrees to indemnify and hold harmless Purchaser for any such encumbrances. It is stated by both parties hereto that they have fully disclosed all information pertinent to this transaction and the real property the subject hereof.

11. Execution of Documents: Seller agrees to execute within ten days of the date hereon any and all documents necessary or required through the Idaho Department of Water Resources to transfer all water rights from any party to Purchaser, known as permit No. 35-04183 for 3.2 cfs. Should Purchaser be unable to obtain all water rights in and to the real property the subject hereof, this agreement shall be immediately void.

12. Removal of Personal Property: Seller agrees to remove within a period of ninety (90) days from the date

hereon all personal property owned by Seller. Any personal property remaining on the subject real property after said date shall immediately become the property of Purchaser to retain or dispose of as he sees fit. Seller has indicated a desire to remove the drapes and blinds from the residence; upon Seller's removal of the same, she shall replace them with comparable window coverings on all windows from which they were removed.

13. Amendments: This Agreement shall not be modified or amended except by a writing signed by both parties.

14. Captions: The captions used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

15. Binding upon Successors and Assigns: This agreement shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

SELLER:
THE ESTATE OF ADA McMILLAN

Sandra McMillan
Sandra McMillan
Personal Representative

PURCHASER:

Donald J. Kramer
DON KRAMER

12/15/97

ADD A35-04184(D/S) TO 9/0
PER SALLY OF LAGG'S LAW OFFICE.

AMR

AND, THAT SANDRA PORTER AND
SANDRA McMILLAN ARE IN FACT
THE SAME PERSON.

AMR

KRAMER. PA
RE

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: **A35-04183**
Date Received: 3/ 7/1990
Receipt No: M006175
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: DON KRAMER 208-226-2100
Address: 1003 FALLS AVE
AMERICAN FALLS ID 83211

2. Date of Priority: MAY 11, 1958

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07S	30E	26	NW	NW	NE		POWER

5. Description of diverting works:
WELL 241' DEEP, 12" CASING, 40HP PUMP 40HP BOOSTER SEE REMARKS..

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/15	3.200		

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

8. Total consumptive use is 480.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	30E	26	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0

10. Place of Use: Continued

Section Acres 160.0

Total Acres 160.0

11. Place of use in counties: POWER

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

13. Other Water Rights Used:
 ABERDEEN SPRINGFIELD IRRIGATION CO.

14. Remarks:
 #5. CONT. SYSTEM USES A PIVOT WITH END GUN AND HANDLINES INTO
 THE CORNERS.
 CHANGED OWNERSHIP 10/29/96/JT/ABR
 CHANGED OWNERSHIP 12/15/97,ABR

15. Basis of Claim: BENEFICIAL USE

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

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

RECEIVED

JAN 09 1998

Department of Water Resources
 Eastern Region

1. Water Right Number(s) _____
 Adjudication Claim Number(s) A35-04183^{12P} AND A35-04184^{9S}

2. The following **REQUIRED** information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
 AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
 OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Sandra P. Porter
12-19-97 919 E. Wyeth Pocatello Id 83201

4. New Owner/Claimant(s) DONALD LOREN KRAMER
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
 New Mailing Address 1003 FALLS AVE. AMERICAN FALLS, IDAHO
 City, State and ZIP Code AMERICAN FALLS, IDAHO 83211
 New Telephone Number (208) 226-2100

5. Date you acquired the property OCT. 28, 1997

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres actually irrigated _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) Donald Loren Kramer Date 12-19-97
 _____ Date _____

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

Warranty Deed

For Value Received The Estate of Ada McMillan, Sandra McMillan,
Personal Representative,
the grantor, does hereby grant, bargain, sell and convey unto Donald L. Kramer, a single
man,
whose current address is 1003 Falls Ave., American Falls, ID 83211,

the grantee, the following described premises, in Power County Idaho, to wit:

Township 7 South, Range 30 East of the Boise Meridian,
Northeast quarter of Section 26. All in Power County,
Idaho, and containing 160.0 acres mol, together with
all improvements and appurtenances thereon.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said
Grantee, that he is the owner in fee simple of said premises; that they are free from all incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: This 28 day of October, 1997.

Sandra McMillan
SANDRA McMILLAN, Personal Representative
Estate of Ada McMillan



INCORPORATED UNDER THE LAWS OF THE STATE OF IDAHO

NO. 5207

SHARES -80-

Aberdeen-Springfield Canal Company

CAPITAL STOCK \$75,000.00

75,000 SHARES

PAR VALUE \$1.00

This Certifies That Donald L. Kramer

of American Falls, Idaho is the holder of

- - -Eighty- - -

shares

of the capital stock of the Aberdeen-Springfield Canal Company and this stock certificate is issued and accepted subject to the following conditions which shall be binding upon the holder, his assigns, or successors in interest:

1. That this certificate represents a water right which is appurtenant to the following described land to wit: West Half Northeast Quarter ($W\frac{1}{2}NE\frac{1}{4}$) in Section Twenty-six (26), Township Seven (7) South, Range Thirty (30) E.B.M., in Power County, Idaho,

and a proportionate interest in all of the irrigation works of this company.

2. Each share of stock herein represents and is equivalent to and stands for one share of water right as herein defined, and such shares of water right are appurtenant to the above described premises.

3. The ownership of each share of stock represented by this certificate carries with it, as an incident thereto, a right to one vote for each share at all stockholders' meetings of this company: to have water delivered to the holder hereof for the irrigation of the lands to which such shares of water right are appurtenant during the irrigating season of each year hereafter, the share of stock representing a water right which has a carrying capacity sufficient to deliver .625 miners inches per acre in the main canal and in all laterals, not exceeding four acre feet per share in any one year, or a proportionate part of all water available for distribution by this company; and such water may be delivered by a proper system of rotation.

4. Any transfer, whether by gift, grant or operation of law, of any of the lands to which the water rights represented by these shares of stock are appurtenant, shall operate, whether it be so expressed or not, as a transfer to the grantee, or successor in interest, of all rights to the use of the water for the irrigation of such lands, and all other rights incident to the ownership of these shares of stock, and any transfer, or attempted transfer, of any of said shares shall be of no force or effect except in connection with the transfer of the lands herein described and of the water rights which this stock represents, excepting only such transfers as are made pursuant to law in the separation of such water rights from the lands to which the same are now appurtenant.

5. This certificate is transferable only on the books of the Company in person or by attorney, upon the surrender of this certificate properly endorsed.

In Witness Whereof the President and Secretary have hereunto subscribed their names and affixed the Corporate Seal of this Company at Aberdeen, Idaho this Twenty-first day of November 19 97.

ABERDEEN-SPRINGFIELD CANAL COMPANY

Attest:

Sam A. M. Hook
Secretary

By

Charles Shackelford
President

No. 5207

Certificate

for

-80-

Shares

of the

CAPITAL STOCK

of

Aberdeen-Springfield

Canal Company

Issued to

Donald L. Kramer

November 21, 1997

Assignment

For Value Received _____ Hereby sell, assign and transfer unto

Shares of capital stock represented by the within certificate, said transfer being in connection with a transfer of the said shares of water right and also the premises described in the within certificate, and I hereby authorize the Aberdeen-Springfield Canal Company to transfer this stock upon the books of said company in connection with transfer of said premises and the shares of water right which this stock represents.

Dated this, the _____ day of _____, 19____

Signed: _____

Witness: _____

ABERDEEN-SPRINGFIELD CANAL COMPANY

AFFIDAVIT

State of Idaho)
)ss
County of Bingham)

THIS IS TO CERTIFY That Donald L. Kramer is/are the record owner(s) of the following described lands:

W $\frac{1}{2}$ NE $\frac{1}{4}$ in Section 26, Township 7S, Range 30 E.B.M., in Power County, Idaho,

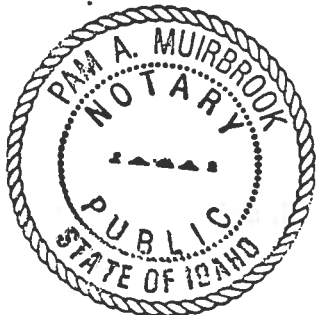
That stock certificate Number(s) 4617 issued to Ada L. McMillan by the Aberdeen-Springfield Canal Company on 12/15/88 representing 80 shares of stock transferred permanently to above said lands, has been lost or mislaid and cannot at this time be found.

That stock certificate Number(s) 4617 aforesaid, to the best of my knowledge, information and belief, is/are not being held as collateral by any loan or insurance company, and should they ever be located in my possession said certificate will be returned to said Aberdeen-Springfield Canal Company.

The Aberdeen-Springfield Canal Company is therefore requested to cancel said certificate number(s) 4617 and issue a new certificate in the name (s) of Donald L. Kramer.

Donald Loren Kramer
Signed

Subscribed and sworn to before me this 6th day of November, 1997.



Pam A. Muirbrook
Notary Public for Idaho
Residing at Aberdeen Idaho
My Commission expires: 2/12/02

November 20, 1998

NOTICE OF ERROR
REPLY

RECEIVED
DEC 07 1998

Department of Water Resources

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: December 18, 1998

Water right number: 35-04183

DON KRAMER
1003 FALLS AVE
AMERICAN FALLS ID 83211

Daytime Telephone Number:
Evening Telephone Number:

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: 12-4-98 SIGNATURE: Don Kramer
Please print your name: Don Kramer

IDWR Eastern Regional Office, 900 N. Skyline Drive, Suite A, Idaho Falls, ID 83402-1718, (208) 525-7161

A



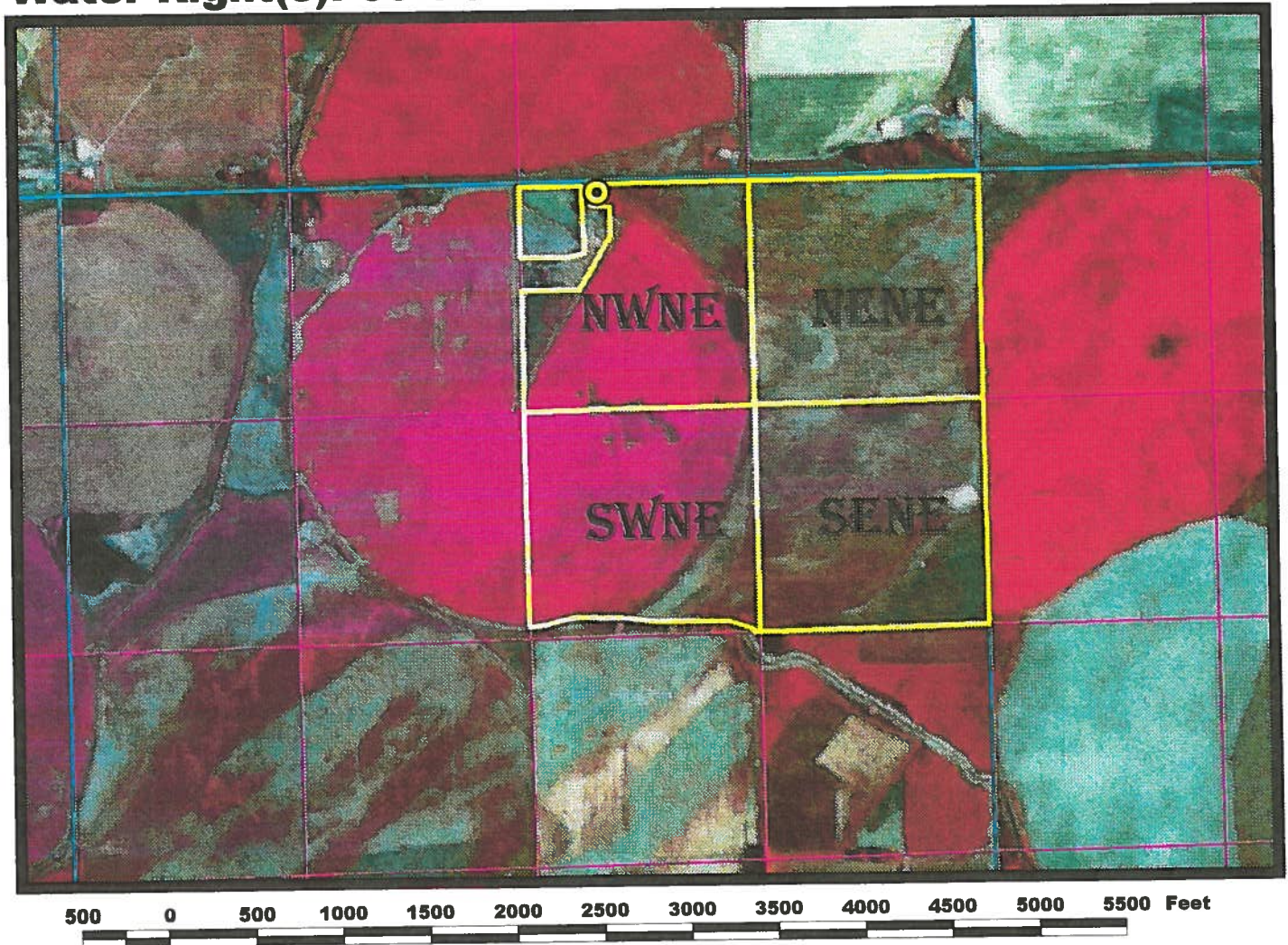
STATE OF IDAHO

Department of Water Resources

Eastern Region

Claimant: Don L. Kramer

Water Right(s): 35-04183



LEGEND



Point of Diversion



SESE

Place of Use



Section Line



Quarter-section line

**Legal Description: T.7S., R.30E.
Sec. 26 NE**

**Point(s) of Diversion: T. 7S., R.30E.,
Sec. 26 NWNWNE**



GIS Place of Use illustration
1987/1988 NAPP photography
Prepared by: A. Ruberry
Date: October 1998

DELOG 12/1/97 JH
DELOG 12/1/97 AR

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

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

1. ~~Water Right Number(s)~~ **ADJUDICATION** A35-04183 (5/11/58) 3.2 cfs **A35-04183** ^{12/15/97} **RECEIVED**
~~Adjudication Claim Number(s)~~ _____

NOV 28 1997

Department of Water Resources
Eastern Region

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

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Ada McMillan - ESTATE ^{12/15/97} **AR**

4. New Owner/Claimant(s) Don Kramer

New Mailing Address 1003 Falls Ave. Name connector (Check one): [] AND, [] OR, [] AND/OR

City, State and ZIP Code American Falls, ID 83211

New Telephone Number () 226 - 2100

5. Date you acquired the property 10/28/97

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated _____ Number and type of stock _____

Diversion rate in CFS _____ cubic feet per second Number of homes _____ Other uses _____

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) Donald Loren Kramer Date 11-6-97

Date _____

8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

Paul S. Laggis

Attorney at Law

P.O. Box 419

20 Hillcrest Avenue

American Falls, Idaho 83211-0419

(208) 226-2563

Fax (208) 226-2578

e-mail: laggis@gemstate.net

MEMORANDUM AGREEMENT

THIS AGREEMENT, effectively entered into the 20th day of October, 1997, between THE ESTATE OF ADA McMILLAN, Sandra McMillan, Personal Representative, probated as Power County Case No. 91-1262, in the Sixth Judicial District of the State of Idaho, as Seller and DON KRAMER, of American Falls, Idaho, as Purchaser.

1. Sale of Property. Seller hereby agrees to sell and Purchaser agrees to buy upon the terms and conditions contained herein, the following described property (hereinafter "property"), to-wit:

REAL PROPERTY:

Township 7 South, Range 30 East of the Boise Meridian, Northeast quarter of Section 26. All in Power County, Idaho, and containing 160.0 acres mol, together with all improvements and appurtenances thereon.

Agreed Value: \$124,890.00

2. Purchase Price. Purchaser shall pay Seller as the purchase price for said property the sum of One Hundred Twenty Four Thousand Eight Hundred Ninety and No/100 Dollars (\$124,890.00):

Entire purchase price paid at closing by personal check from Purchaser to Seller.

3. Taxes: Seller shall pay all real property taxes levied or assessed against the property for all

KRAMER.PA
RE

years prior to 1997, and Purchaser shall pay all taxes levied and assessed in 1997 and shall pay all such taxes thereafter levied and assessed against said property.

4. Documents to Complete Sale. The parties agree that contemporaneously with this Agreement, Seller shall execute and deliver to closing agent, hereinafter named: a) a Warranty Deed conveying to Purchasers fee simple title to the real property herein purchased, free of all liens and encumbrances except as specified therein, and subject to taxes for 1997, and subsequent years, and subject to all easements, rights-of-way, restrictions, and reservations of record. The parties acknowledge that the personal property located upon the subject property is and has been the previous personal property of the Purchaser.

5. Costs and Fees. Each party agrees to pay one-half of all closing costs incurred in carrying out this Agreement.

6. Broker. The Seller and Purchaser each represent to the other that no broker was involved in this transaction.

7. Closing. The closing shall take place at the office of Paul S. Laggis, Attorney at Law, 20 Hillcrest, American Falls, Idaho, on October 23, 1997, or at such other time as the parties shall agree.

At closing, the closing agent shall cause the Warranty Deed to be recorded. The closing agent shall deliver to Purchaser the recorded Warranty Deed, together with the Owner's Title Insurance Policy referred to above.

8. Possession: Possession of the real property herein sold was delivered Purchaser by Seller effective October 20th, 1997.

9. Notice: Whenever in this agreement there shall be required or permitted notice or demand be given by either party to the other, such notice or demand shall be given in writing, by certified mail, return receipt requested, addressed as follows:

To the Purchaser: c/o Paul S. Laggis, Attorney at Law, P.O. Box 419, American Falls, ID 83211.

To the Seller: c/o David Kress, Attorney at Law, P.O. Box 4758, Pocatello, ID 83205.

10. Entire Agreement, Full Disclosure, Hold Harmless: This Agreement constitutes the entire agreement between the parties. Purchaser represents and states that it has made its own independent investigation of the property herein purchased and is relying upon no representations, warranties or promises of Seller that are not contained herein. Additionally, Seller represents and states to Purchaser that it has not encumbered the real property herein described and agrees to indemnify and hold harmless Purchaser for any such encumbrances. It is stated by both parties hereto that they have fully disclosed all information pertinent to this transaction and the real property the subject hereof.

11. Execution of Documents: Seller agrees to execute within ten days of the date hereon any and all documents necessary or required through the Idaho Department of Water Resources to transfer all water rights from any party to Purchaser, known as permit No. 35-04183 for 3.2 cfs. Should Purchaser be unable to obtain all water rights in and to the real property the subject hereof, this agreement shall be immediately void.

12. Removal of Personal Property: Seller agrees to remove within a period of ninety (90) days from the date

hereon all personal property owned by Seller. Any personal property remaining on the subject real property after said date shall immediately become the property of Purchaser to retain or dispose of as he sees fit. Seller has indicated a desire to remove the drapes and blinds from the residence; upon Seller's removal of the same, she shall replace them with comparable window coverings on all windows from which they were removed.

13. Amendments: This Agreement shall not be modified or amended except by a writing signed by both parties.

14. Captions: The captions used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

15. Binding upon Successors and Assigns: This agreement shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

SELLER:
THE ESTATE OF ADA McMILLAN

Sandra McMillan
Sandra McMillan
Personal Representative

PURCHASER:

Donald J. Kramer
DON KRAMER

12/15/97

ADD A35-04184(D/S) TO C/O
PER SALLY OF LAGGI'S LAW OFFICE.

SAH

AND, THAT SANDRA PORTER AND
SANDRA McMILLAN ARE IN FACT
THE SAME PERSON.

SAH

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

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

RECEIVED
JAN 9 1998
Department of Water Resources
Eastern Region

1. Water Right Number(s) _____
Adjudication Claim Number(s) A35-04183 AND A35-04184⁹⁵

2. The following **REQUIRED** information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Sandra P. Parter
12-19-97 * 919 E. Wyeth Paratello Id 83201

4. New Owner/Claimant(s) DONALD Loren Kramer
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address 1003 FALLS AVE. AMERICAN FALLS, IDAHO
City, State and ZIP Code AMERICAN FALLS, IDAHO 83211
New Telephone Number (208) 226-2100

5. Date you acquired the property OCT. 28, 1997

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

 Number of acres actually irrigated _____ Number and type of stock _____

 Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) Donald Loren Kramer Date 12-19-97

Date _____

8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

Warranty Deed

For Value Received The Estate of Ada McMillan, Sandra McMillan,
Personal Representative,
the grantor, do^{es} hereby grant, bargain, sell and convey unto Donald L. Kramer, a single
man,

whose current address is 1003 Falls Ave., American Falls, ID 83211,

the grantee, the following described premises, in Power County Idaho, to wit:

Township 7 South, Range 30 East of the Boise Meridian,
Northeast quarter of Section 26. All in Power County,
Idaho, and containing 160.0 acres mol, together with
all improvements and appurtenances thereon.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
his heirs and assigns forever.

INCORPORATED UNDER THE LAWS OF THE STATE OF IDAHO

NO. 5207

SHARES -80-

Aberdeen-Springfield Canal Company

CAPITAL STOCK \$75,000.00

75,000 SHARES

PAR VALUE \$1.00

This Certifies That Donald L. Kramer

of American Falls, Idaho is the holder of

- - -Eighty- - -

shares of the capital stock of the Aberdeen-Springfield Canal Company and this stock certificate is issued and accepted subject to the following conditions which shall be binding upon the holder, his assigns, or successors in interest:

1. That this certificate represents a water right which is appurtenant to the following described land to wit: West Half Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) in Section Twenty-six (26), Township Seven (7) South, Range Thirty (30) E.B.M., in Power County, Idaho,

and a proportionate interest in all of the irrigation works of this company.

2. Each share of stock herein represents and is equivalent to and stands for one share of water right as herein defined, and such shares of water right are appurtenant to the above described premises.

3. The ownership of each share of stock represented by this certificate carries with it, as an incident thereto, a right to one vote for each share at all stockholders' meetings of this company: to have water delivered to the holder hereof for the irrigation of the lands to which such shares of water right are appurtenant during the irrigating season of each year hereafter, the share of stock representing a water right which has a carrying capacity sufficient to deliver .625 miners inches per acre in the main canal and in all laterals, not exceeding four acre feet per share in any one year, or a proportionate part of all water available for distribution by this company; and such water may be delivered by a proper system of rotation.

4. Any transfer, whether by gift, grant or operation of law, of any of the lands to which the water rights represented by these shares of stock are appurtenant, shall operate, whether it be so expressed or not, as a transfer to the grantee, or successor in interest, of all rights to the use of the water for the irrigation of such lands, and all other rights incident to the ownership of these shares of stock, and any transfer, or attempted transfer, of any of said shares shall be of no force or effect except in connection with the transfer of the lands herein described and of the water rights which this stock represents, excepting only such transfers as are made pursuant to law in the separation of such water rights from the lands to which the same are now appurtenant.

5. This certificate is transferable only on the books of the Company in person or by attorney, upon the surrender of this certificate properly endorsed.

In Witness Whereof the President and Secretary have hereunto subscribed their names and affixed the Corporate Seal of this Company at Aberdeen, Idaho this Twenty-first day of November 19 97.

ABERDEEN-SPRINGFIELD CANAL COMPANY

Attest: Pam A. M. Hook
Secretary

By Charles Shackelford
President

ABERDEEN-SPRINGFIELD CANAL COMPANY

AFFIDAVIT

State of Idaho)
)ss
County of Bingham)

THIS IS TO CERTIFY That Donald L. Kramer is/are the record owner(s) of the following described lands:

W $\frac{1}{2}$ NE $\frac{1}{4}$ in Section 26, Township 7S, Range 30 E.B.M., in Power County, Idaho,

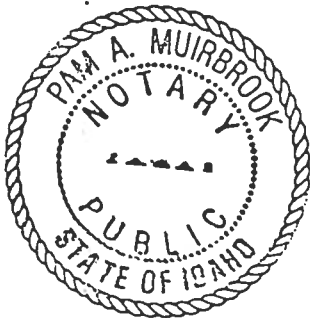
That stock certificate Number(s) 4617 issued to Ada L. McMillan by the Aberdeen-Springfield Canal Company on 12/15/88 representing 80 shares of stock transferred permanently to above said lands, has been lost or mislaid and cannot at this time be found.

That stock certificate Number(s) 4617 aforesaid, to the best of my knowledge, information and belief, is/are not being held as collateral by any loan or insurance company, and should they ever be located in my possession said certificate will be returned to said Aberdeen-Springfield Canal Company.

The Aberdeen-Springfield Canal Company is therefore requested to cancel said certificate number(s) 4617 and issue a new certificate in the name (s) of Donald L. Kramer.

Donald Loren Kramer
Signed

Subscribed and sworn to before me this 6th day of November, 1997.



Pam A. Muirbrook
Notary Public for Idaho
Residing at Aberdeen Idaho
My Commission expires: 2/12/02

OK
ABR
10/26/96

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

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

1. Water Right Number(s) _____
Adjudication Claim Number(s) A35-04183 ^{11/10/96 -R-} A35-04184 ^{5/5 -R-}
2. The following REQUIRED information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) THE ESTATE OF ADA L. McMILLAN
919 E. WYETH POCAHELLO, ID 83201
4. New Owner/Claimant(s) SANDRA P. PORTER
Name connector (Check one): ☒ AND ☐ OR ☐ AND/OR
New Mailing Address 919 E. WYETH POCAHELLO, ID 83201
City, State and ZIP Code _____
New Telephone Number (208) 232 - 8053
5. Date you acquired the property 6 MARCH 1979
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres actually irrigated _____ Number and type of stock 50 CATTLE
Diversion rate in CFS 2.50 ^{OK Side AS Claims 3.2} _{cubic feet per second} Number of homes 1 Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s) Sandra P. Porter Date 10-25-96

Date _____
8. (Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney

Edward J. Berrett
Attorney at Law
836 East Center
Pocatello, Idaho 83201
(208)232 8380

STATE OF IDAHO }
COUNTY OF POWER } SS

I hereby certify that the foregoing instrument is a full,
true and correct copy of the original on file in the office
of the undersigned Clerk of the District Court,
Magistrate's Division, of the Sixth Judicial District of
Idaho, for Power County.

CAROL SCHREIBER
Clerk MAGISTRATE'S DIVISION
By [Signature] DEPUTY CLERK

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF POWER
MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE OF:)
ADA L. MCMILLAN, deceased.) Case No. 91-1267
LETTERS OF ADMINISTRATION

The Petition of SANDRA PAULEEN PORTER, having been heard in
the above-named Court in Informal Proceedings, SANDRA PAULEEN
MCMILLAN, the daughter of ADA L. MCMILLAN, deceased, is hereby
appointed Personal Representative of the Estate of ADA L.
MCMILLAN, deceased.

WITNESS: MARK DEEBE, Magistrate of the District
Court, County of Power, State of Idaho, with the seal of the
Court affixed, this 23rd day of DEC, 1991.

17 DEEBE
Magistrate

STATE OF IDAHO)
County of) SS

The undersigned, ADA L. MCMILLAN, hereby accepts the
duties of Personal Representative of the Estate of ADA L.
MCMILLAN, and does solemnly swear that she will perform,
according to law, the duties of Personal Representative.

Sandra Pauleen Porter
SANDRA PAULEEN PORTER

SUBSCRIBED AND SWORN TO before me this 23rd day of DEC,
1991.

Seal

EDWARD J. BERRETT
Notary Public for Idaho
Residing at Pocatello,
My Commission expires 3-1-97.

LETTERS OF ADMINISTRATION

WARRANTY DEED

For Value Received

ADA L. McMILLAN, a widow dealing with her sole and separate property

the grantor do hereby grant, bargain, sell and convey unto

SANDRA PAULINE GRISCHKOWSKY, as Trustee

whose current address is American Falls, Idaho

the grantee, the following described premises, in POWER County Idaho, to wit:

E 1/2 of the NE 1/4 of Section 26, Township 7 South, Range 30, East, Boise Meridian in Power County, Idaho containing 80 acres more or less, including shares of stock in the Aberdeen Springfield Canal Co., for water that is tied to the land.
and
W 1/2 of the NE 1/4 of Section 26, Township 7 South, Range 30 East, Boise Meridian in Power County, Idaho, containing 80 acres more or less, including shares of stock in the Aberdeen Springfield Canal Co., for water that is tied to the land.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that she is the owner in fee simple of said premises; that they are free from all incumbrances

and that she will warrant and defend the same from all lawful claims whatsoever.

Dated: This 6 day of March, 1979.

Ada L. McMillan
ADA L. McMILLAN

STATE OF IDAHO, COUNTY OF BANNOCK
On this 6 day of March, 1979,
before me, a notary public in and for said State, personally
appeared

ADA L. McMILLAN

known to me to be the person whose name IS
subscribed to the within instrument, and acknowledged to
me that she executed the same.

[Signature]
Notary Public
Residing at Pocatello, Idaho
Comm. Expires P.A.

STATE OF IDAHO
DEPARTMENT OF HEALTH AND WELFARE



COOPERATIVE CENTER FOR
HEALTH STATISTICS - VITAL
STATISTICS

450 W. STATE ST.
BOISE, IDAHO 83720

CERTIFICATE OF DEATH

DATE FILED: DECEMBER 13, 1991

STATE FILE NUMBER: 91-06808

DECEDENT: ADA LAVON MCMILLAN

DATE OF DEATH: DEC. 05, 1991 PLACE OF DEATH: POCA TELLO, IDAHO

DATE OF BIRTH: DEC. 10, 1911 PLACE OF BIRTH: UTAH

AGE: 79 YEARS SEX: FEMALE VETERAN? NO

MARITAL STATUS: WIDOWED

SOCIAL SECURITY NUMBER: 518-42-8613 RESIDENCE: AMERICAN FALLS, IDAHO

FATHER: WILLIAM LESTER SNOW

FATHER'S BIRTHPLACE: UTAH

MOTHER (MAIDEN): FLADY MAY MORRISON

MOTHER'S BIRTHPLACE: UTAH

MORTUARY: DAVIS MORTUARY

MORTICIAN: MARK GUNN ROSE

AMERICAN FALLS, IDAHO
DISPOSITION: BURIAL

CERTIFYING PHYSICIAN: LYNN H. ANDERSON, MD

AUTOPSY: NO

1. CAUSE OF DEATH, UNDERLYING CAUSE LAST:

INTERVAL

CARDIAC ARREST

MYOCARDIAL INFARCTION

30 MINUTES
4 HOURS

2. OTHER CONDITIONS CONTRIBUTING TO DEATH BUT UNRELATED TO ABOVE CAUSES:

PREVIOUS MYOCARDIAL INFARCTION

DATE ISSUED: DECEMBER 16, 1991

*This is to certify that this is a true and correct reproduction or abstract of the official record
filed with the Idaho Department of Health & Welfare, Boise, Idaho.*

Richard W. Blair

RICHARD W. BLAIR, State Registrar
DEPT. OF HEALTH & WELFARE CLEARLY AFFIXED.
Section 39-273, Idaho Code

HWH0139

DEPARTMENT OF HEALTH AND WELFARE

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: A35-04183
Date Received: 3/ 7/1990
Receipt No: M006175
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: SANDRA P PORTER 208-232-8053
Address: 919 E WYETH
POCATELLO ID 83201
2. Date of Priority: MAY 11, 1958
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 of | Lot | County |
|----------|-------|---------|--------|--------|--------|-----|--------|
| 07S | 30E | 26 | NW | NW | NE | | POWER |
5. Description of diverting works:
WELL 241' DEEP, 12" CASING, 40HP PUMP 40HP BOOSTER SEE REMARKS..
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| IRRIGATION | 04/01 | 10/15 | 3.200 | | |
7. Total Quantity Appropriated is:
3.200 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 480.0 Acre Feet Per Annum.
9. Non-irrigation uses:
10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
07S	30E	26	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	160.0
					Total Acres	160.0

11. Place of use in counties: POWER

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

13. Other Water Rights Used:
ABERDEEN SPRINGFIELD IRRIGATION CO.

14. Remarks:
#5. CONT. SYSTEM USES A PIVOT WITH END GUN AND HANDLINES INTO
THE CORNERS.
CHANGED OWNERSHIP 10/29/96/JT/ABR

15. Basis of Claim: BENEFICIAL USE

IDAHO DEPT. OF WATER RESOURCES
EASTERN REGION

CONVERSATIONAL MEMORANDUM

DATE: 2 SEPT. 94

PAGE: 1 OF 2

CLAIM NUMBER: A35-04183

NAME OF PARTY: DON L. KRAMER (LESSEE FROM McMillan Estate)

EMPLOYEE: A.B. RUBERY

RE: DON CAME IN TODAY WANTING TO DISCUSS THE WATER
RIGHT TO THE McMILLAN FARM WHICH HE LEASES.
HE HAD A CHANGE OF WATER RIGHT OWNERSHIP FORM
AND A COPY OF A WARRANTY DEED FOR THE PROPERTY.
APPARENTLY, HE WAS THINKING THAT HE COULD FILE
THE CHANGE OF OWNERSHIP AND THE WR WOULD BE IN
HIS NAME. THE PROBLEM IS THAT THE CHANGE OF OWNERSHIP
WAS SIGNED BY SANDRA PAULINE PORTER AS ADMINISTRATOR
AS NEW OWNER. NEITHER THE CHANGE OF OWNERSHIP
NOR THE WARRANTY DEED PRESENTED INDICATED DON AS
A NEW OWNER - HIS NAME WAS NOT MENTIONED ON EITHER
FORM.

DON HAS APPARENTLY CONSULTED W/ AN ATTORNEY IN
REGARDS TO HIS LEASE PURCHASE OPTION. THE ATTORNEY,
ACCORDING TO DON, HAS SAID THE WARRANTY DEED (WHICH SHOWS
SANDRA PAULINE GRISCHKOWSKY (SPELLING?) [now] PORTER AS OWNER)
IS NO GOOD BECAUSE IT HAS NOT BEEN RECORDED. AT ANY
RATE NEITHER OF THESE DOCUMENTS MAKE REFERENCE TO
DONALD L. KRAMER, IN ANY MANNER.

REGARDING THE WATER RIGHT ON THE WELL. DON TOLD
ME THAT THERE HAS BEEN TIMES WHEN HE HAS COUL-

MICROFILMED
NOV 15 1996

IDAHO DEPT. OF WATER RESOURCES
EASTERN REGION

CONVERSATIONAL MEMORANDUM

DATE: 2 SEPT. 94

PAGE: 2 OF 2

CLAIM NUMBER: A35-04183

NAME OF PARTY: DONALD L. KRAMER

EMPLOYEE: AB RIBBURY

CONTINUED

RE: RUN HIS PIVOT ON INTO THE W²NE⁴ SEC. 26 TO IRRIG.
THIS GRAM PROP OF RUSSELL WYNN IN A PERIOD BEFORE
THE CANAL WATER CAME IN (BY WHICH MR. WYNN IRRIGATES)
I TOLD HIM TO PROVIDE ME WITH A SIGNED STATEMENT
FROM WYNN THAT THIS HAS BEEN DONE. DON SAYS THIS
PRACTICE HAS BEEN DONE "A COUPLE TIMES" SINCE 1990.
I TOLD HIM HIS BIGGEST PROBLEM RIGHT NOW WAS NOT THE
WATER RIGHT IF WE HAVE THIS ABOVE REFERENCED STATE-
MENT WE CAN SHOW THE WELLS USE WITHIN THE LAST FIVE
YEARS TO THE W²NE⁴. THEN WE CAN EITHER SHOW THE
WELLS USE OR AMEND THE CLAIM TO CO-MINGLE THE
ABROGATED SPRINGFIELD CANAL WATER WITH THE WELL TO
HAVE COVERAGE OF THE WHOLE NE⁴. I TOLD HIM WE
COULD TRY THIS BUT I'M NOT GUARANTEEING THAT
IT CAN BE DONE. IT IS HISTORICALLY SHOWN THAT
THE NE⁴ (MOST ALL) WAS IRRIG. BY ASC WATER, THEN
ABOUT 1958 THE WELL WAS DRILLED AND USED
TO FLOOD IRRIGATE. ITS WITHIN THE LAST FIVE YEARS
THAT CREATES THE PROBLEM.
I GAVE DON A NEW CHARGE OF OWNERSHIP FORM COMPLETED
TO SHOW HIM AS NEW OWNER - IF HE CAN HAVE MS. PORTER
SIGN IT AS ESTATE ADMINISTRATOR.

MICROFILMED

NOV 15 1996

ABR

POOR ORIGINAL

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: A35-04183
Date Received: 3/07/1990
Receipt No: MOB6175
Received By: AS

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

226-2100
Don Kramer

1. Name: ADA L. MCMILLAN
Address: 3140 W SOUTH PLEASANT VALLEY
AMERICAN FALLS, ID 83211

208-226-2094

2. Date of Priority: MAY 11, 1958

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07S	30E	26	NW	NW	NE		POWER

5. Description of diverting works:
WELL 241' DEEP, 12" CASING, 40HP PUMP 40HP BOOSTER SEE REMARKS..

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	10/15	3.200		

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

8. Total consumptive use is 480.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	30E	26	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0

Section Acres 160.0

A35-04183

Page 1

Date: 03/07/90



COPY

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APR 18 1994

10. Place of Use: Continued

Total Acres 160.0

11. Place of use in counties: POWER

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

13. Other Water Rights Used:
ABERDEEN SPRINGFIELD IRRIGATION CO.

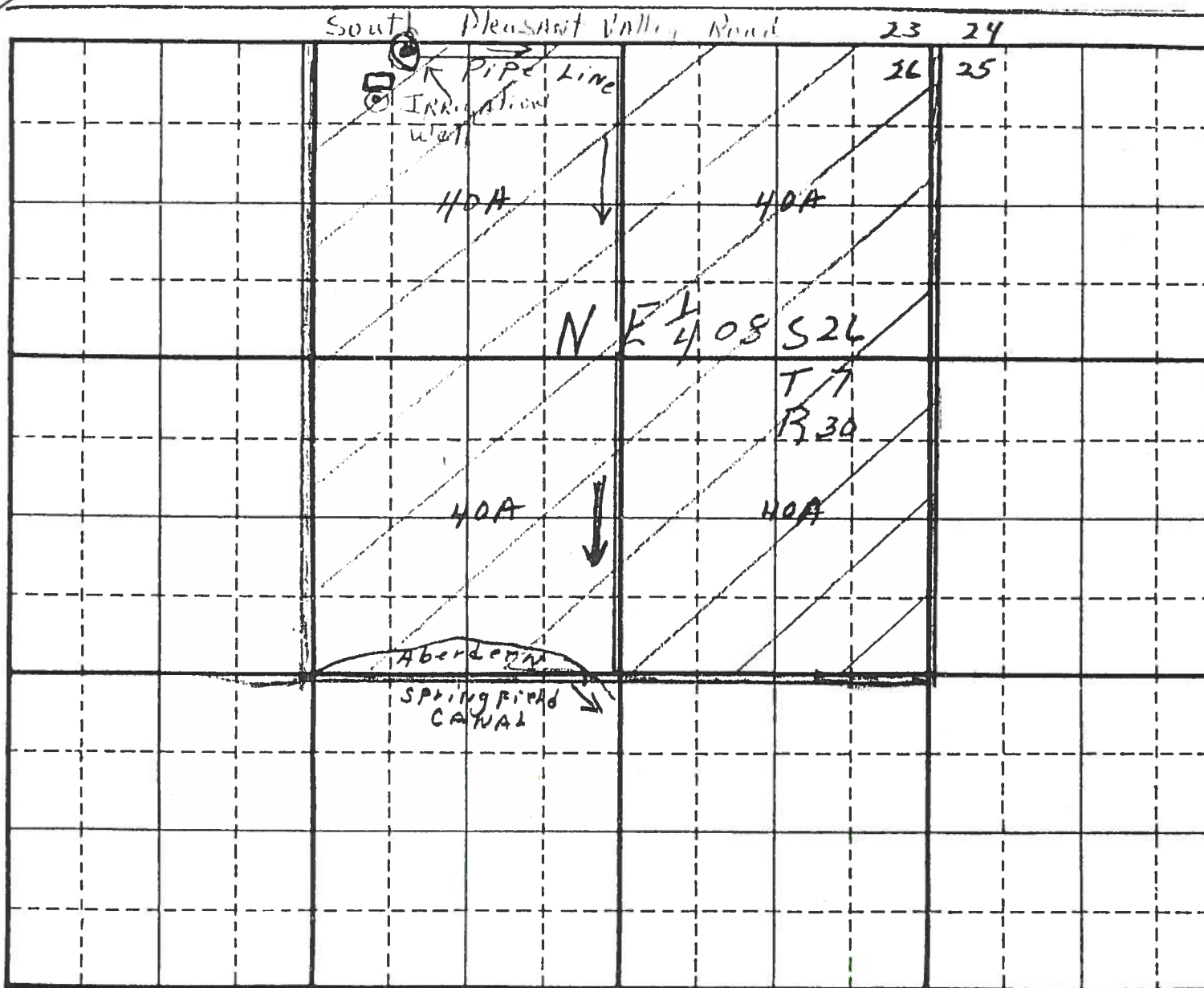
14. Remarks:
#5. CONT. SYSTEM USES A PIVOT WITH END GUN AND HANDLINES INTO
THE CORNERS.

15. Basis of Claim: BENEFICIAL USE

Remarks

POOR ORIGINAL

N 1



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of Blaine) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 29 day of April, 19 83.

Alfred A. McMillan
(Claimant)

Notary Public
Residing at Blaine, Idaho

My commission expires May 1986

APR 18 1983
MICROFILMED

Received by HLWJ Date 6-3-83 Exception filed by: _____ Forwarded to claimant by: _____ Date _____
Prelim. check by HLWJ Date 6-3-83 \$30.00 fee received by HLWJ Date 6-3-83 # 26383
Published in Blaine County News Dates 6/16 & 6/23/83

POOR ORIGINAL

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES



CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Ada L. McMillan
(Name of Claimant)

Rt. #1, Box 198 American Falls, ID 83211 Telephone No. 226-2094
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use) March 25, 1916

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

- (2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
Groundwater tributary to SNAKE RIVER PLAIN Aquifer

- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

	(cfs, af)	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
			(Mo., Day)	(Mo., Day)
Quantity	<u>0.04</u>	Use <u>Domestic</u>	Period of Use From <u>1-1</u>	To <u>12-31</u>
Quantity	<u>0.02</u>	Use <u>Stock</u>	Period of Use From <u>1-1</u>	To <u>12-31</u>
Quantity		Use	Period of Use From	To
Quantity		Use	Period of Use From	To
Quantity		Use	Period of Use From	To

- (4) 0.06cfs TOTAL QUANTITY USED.
(cfs, af)

- (5) A) Point of diversion: (Location of point where water is diverted from its source)
NW ¼ NE ¼, Sec. 26 Twp. 7S Rge. 30E B.M., County of Power
Additional points of diversion:

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. 68' deep well with 5 hp submersible pump.

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
7S	30E	26		X															

No. of acres

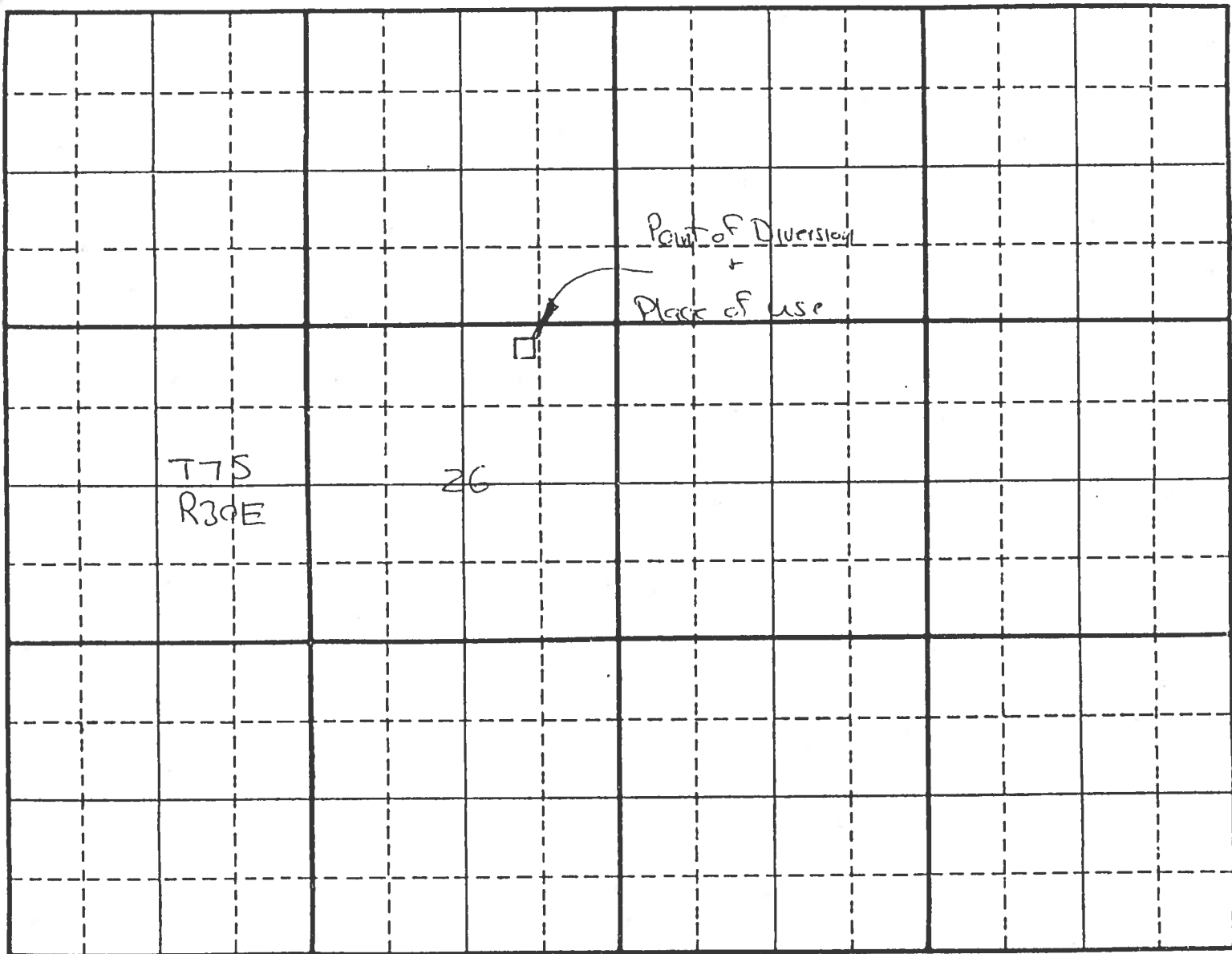
B) If water is used for other than irrigation, fully describe that use, being as specific as possible: Domestic for 2 homes.

NOTE: Include here the type and number of stock watered: 12 Cows and 2 horses.

- (7) If you are claiming water as a member of an organization, list name of organization:

(8) Remarks _____

POOR ORIGINAL



Scale: 2 Inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)

County of Lewer) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Alvin E. McMiller
(Claimant)

Sworn to before me this 24th day of May, 1983

Notary Public

Residing at Ammon, Idaho

NOTARY PUBLIC
RESIDING IN AM. FALLS, IDAHO
My commission expires FOR LIFE

FOR DEPARTMENT USE ONLY

Received by <u>CW</u>	Date <u>6-2-83</u>	Exception filed by:	Forwarded to	Date
Prelim. check by <u>HWT</u>	Date <u>6-03-83</u>		claimant by:	
\$30.00 fee received by <u>CW</u>	Date <u>6-3-83 #2653</u>			
Published in <u>Lewer County Press</u>				
Dates <u>6/16 - 6/23/83</u>				

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. A35-4183

1. Owner: Ada McMellan Phone No. _____

Current Address: _____

2. Accompanied by: Don Kramer EXAM. DATE: 6-18-91

Address: 1003 Falls Ave. Camon Falls, ID 83201 Phone No. 208-226-2100

Relationship to Permit Holder: Son-in-law / leasee

3. Source: groundwater tributary to _____

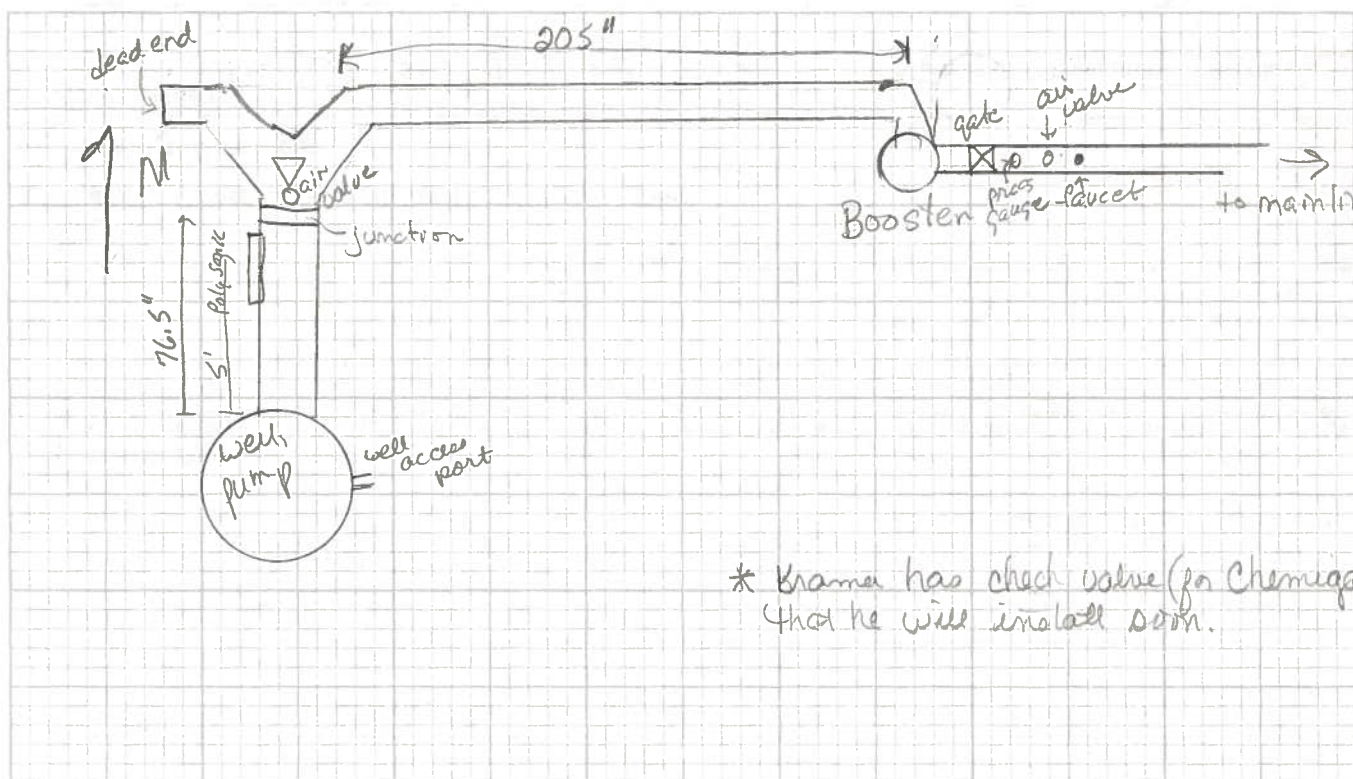
B. OVERLAP REVIEW

1. Other water rights with same place of use: _____ ☐ Copies Attached

2. Other water rights with same point of diversion: _____ ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached



Scale: 1" = _____.

2. ☐ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required).

☐ Photo of Diversion and System Attached
(required for all but single household domestic groundwater, and stockwater.

☐ Aerial Photo Attached
(required for irrigation of 10 acres or more).

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System Description (continued)

3. Narrative: Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

well pump, mainline to pivot system, w/ 4" mainline to 1 hand-line w/ 16 nozzles @ 9/16" (to NE 1/4 NE 1/4); also 6" mainline to 1 handline w/ 8 nozzles @ 9/16" (to NW 1/4 NE 1/4)

- at present 57.7 acres are leased to Russell Wynn (Wynn Farms) - Don is irri 96.3 w/ center pivot & hand lines for tot. 154 acres.

~180' deep well

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
Booster	Uniclosed 45 HP motor	40	4035826	Berkelen	00196 W (26 in)
Well	US Motor	40	2605842	Berkelen	H 26"

*Code to correspond with No. on map and aerial photo

5. Point(s) of Diversion:

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks

6. Place(s) of Use:

Indicate Method of Determination

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Do not use this space

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
		Dynabrite			3/4"	

2. Measurements:

46 psi (less than 40 psi shuts down system)
82' static depth

2.62 cfs Theor.
2.2 Poly

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

polysonic meter - 986 gpm = 2.197 cfs

2. Alternate Method for Checking Purposes:

Theoretical - 2.62 cfs

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3) ; Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$ _____

$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 =$ _____

$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} =$ _____

2. Volume Calculations for Other Uses:

MICROFILMED

APR 18 1994

H. REMARKS AND OVERLAP REVIEW ANALYSIS

Med Brown - A7B Hi Pressure Rain bird 14-90 1055

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Totals:				

2. Recommended Amendments

- | | | |
|---|--|--------------------------------|
| ☐ Change P.D. as reflected above | ☐ Add P.D. as reflected above | ☐ None |
| ☐ Change P.U. as reflected above | ☐ Add P.U. as reflected above | ☐ Other |

J. AUTHENTICATION

Field Examiner's Name _____

Signature _____

Certification Date _____

Field Report Preparation Date _____

CONSULTANT SEAL

- K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

A35-04183
DON KRAMER
1003 FALLS AVE
AMERICAN FALLS ID 83211

06/12/15/197

X

CHANGE OF OWNERSHIP
FEB 10/15/196

CHANGE OF OWNERSHIP
FEB 12/15/197 TO
DON KRAMER

cc comments

IN-HOUSE REVIEW 2/15/94
FORD EXAM CONDUCTED 9/29/93 FOR MARIJUANA SCREENING ONLY

REFERENCE: OO AA-85, ASC FORD EXAM, ASCS Plot
SEE ASC FILE #14 sec. 26

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02/15/04

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LIBRARY

ASCS returns ches. show 152 1/2 ac for lands ans. by will.

THE UNIVERSITY OF CHICAGO
LIBRARY

152

THE UNIVERSITY OF CHICAGO
LIBRARY

Attest

02/15/94

DATE
SUBMITTED
BY

DATE RECEIVED
BY

AT CLAYTON USED

DATE
SUBMITTED
BY

DATE
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RECOMMENDATION 04-01 TO 10-31 per Dept. Std.

DATE
SUBMITTED
BY

DATE
SUBMITTED
BY

THE
REVISIONS
TO THE
REVISIONS

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04-01-10

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Asbury

3.04
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608

100.0



CLAIM NO(S). 435-0483
DATE: 02/17/94 T 75 R 30E
SOURCE OF DOC: ASCS
SIGNATURE: *W. J. [illegible]*

RECEIVED

JUL 16 1951

State of Idaho
DEPARTMENT OF RECLAMATION
BOISE

Department of Water Resources
Eastern District Office

INSTRUCTIONS

PROOF OF COMPLETION OF WORKS

Mr. Paul B. McMillan

Boise, Idaho April 2, 1951

American Falls, Idaho

Dear Sir:-

Under the terms of your permit No. 21496 you are required to complete your diversion works on or before June 1, 1951. I enclose herewith blank affidavit to be filled out, sworn to by you before a Notary Public or a Justice of the Peace, and returned to this office on or before the above date, or within ten days thereafter, for the purpose of making proof of completion under the permit. Upon receipt of this affidavit in this office, provided the same satisfactorily shows the completion of the works substantially in accordance with the terms of the permit, together with a fee of \$5.00, a Certificate of Completion will be issued to you.

The certificate to be issued under this proof will not give a perpetual right to the use of water for which application was made, as it only confirms the completion of works of a capacity to divert and convey to the place of intended use a certain amount of water. The law requires that another proof be submitted when the water has been fully applied to a beneficial use, at which time license is issued for the amount of water actually in use. Information in regard to this last proof will be furnished on request.

Yours truly,

MARK R. KULP

State Reclamation Engineer

Approval of State Reclamation Engineer

21496

The number of this permit is

Recorded in Book 77..... Page 21496 Approved MAY 15 1950

This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho, and hereby approve the same, subject to the following limitations and conditions:

Bond in the sum of \$..... to be filed before

Work to begin on or before July 15, 1950..... and to continue diligently and uninterruptedly to completion, unless temporarily interrupted by circumstances over which the permit holder has no control.

One-fifth of the work above specified to be completed on or before November 20, 1950.....

The whole of said work to be completed on or before June 1, 1951.....

Beneficial use of water appropriated in accordance herewith, to be made on or before June 1, 1953.....

Witness my hand this 15th day of May 1950.

Mark R Kulp

State Reclamation Engineer.

IN TESTIMONY WHEREOF, We, C. A. ROBINS Governor of the State of Idaho,

and J. D. "CY" PRICE, Secretary of State of the State of Idaho, have caused this instrument to be executed in the name of the State of Idaho, and caused the Great Seal of the State of Idaho to be

hereunto affixed, this 15th day of May 1950.

Countersigned:

STATE OF IDAHO

By *J. D. Price*
Secretary of State.

By *C. A. Robins*
Governor

No. 21496

PERMIT

Date of first receipt at office of State
Reclamation Engineer

9:00 A.M. May 6, 1950

Returned to applicant for correction

Corrected application received

Fees, \$ 5.25

FILING FEES FOR USE PERMIT:

For the first Sec. Ft. \$5.00

For each additional Sec. Ft. or fraction

thereof 25

DEC 16 1952

Address all communications to

Paul B. McMillan

(Form No. 1)

P. O. American Falls, Idaho

APPLICATION FOR PERMIT

TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO

Application No. 29202

Permit No. 21496

District No.

1. Name of applicant: Paul B. McMillan
Post office address American Falls County Power State Idaho

I. If applicant is a corporation, give:

- (a) Date and place of incorporation.
(b) Amount of capital stock: \$ (c) Amount paid in: \$
(d) Names and addresses of directors:

II. The financial resources of the applicant are: (a) Cash on hand: \$

- (b) Treasury stock: (c) Bonds to be issued:
(d) Other resources:

2. Quantity of water claimed: 1.6 cubic feet per second.

3. Source of water supply: Underground (Wells)

which is tributary of of W1NE1

4. Location of point of diversion: 400 southwest feet distant from the northeast corner/
of Section 26 T 7 S R 30 E B.M., and is in the W1NE1
of Section 26 T 7 S R 30 E B.M., County of Power

5. Water is to be used for: Irrigation

6. If for mining, milling, power or manufacturing purposes, give:

(a) Point of use of water: feet distant from corner of Section
T R B.M., in the of Section T R B.M.

(b) Amount of power generated: H.P., under feet head

(c) Water is to be returned to at a point feet
distant from the corner of Section T R B.M. in the
of Section T R B.M.

7. Estimated cost of works: \$ 6500.00

8. Kind of works: Wells and Ditches Pump
(Reservoir, dam, ditch, flume, pipe, etc.)

9. Height of dam feet; length of dam at top feet; length of dam at bottom
(If height of dam will exceed 10 feet or will store more than 100 acre feet of water, send to Department of Reclamation for Regulations.)
feet; material used in dam

10. Size of headgate: Width four feet; Height three feet.

11. Ditch. Width at bottom four feet; Width at water line three feet; Depth of water three feet;

Dimensions of flume ; Diameter of pipe inches;

Length of conduit miles. Average grade per mile feet.

WELL-POINT A
& DIVERSION

26

Permit Map No. 21496

As Approved

MAY 15 1950

MARK R. KULP

State Reclamation Engineer

: 2 INCHES EQUAL 1 MILE. DRAW PLAN IN INK.

(Give irrigable acreage in each 40-acre subdivision)

[illegible]

Total Number of Acres to be Irrigated.....80

15. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are.....none.....

16. (a) Is reservoir to be used? No (If so, fill in (b) and (c) below.)

(b) Name of reservoir and number of Storage Permit:

(c) Date of filing of Application for Storage Permit and Name of Applicant.

Remarks:

BE IT KNOWN That the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Paul B. McMillan

Applicant

By _____, Agent

Affidavit of Permission to File on Springs

(Not to be used when spring is situated on lands owned by applicant.)

I, _____, of _____, County of _____, State of _____, do hereby certify that I am the owner of the land on which the spring mentioned in the application of _____ is located, to-wit: _____ and that I do hereby grant unto the said _____ permission to file on the said spring as set forth in the foregoing application.

STATE OF IDAHO
County of _____ Power } ss.

On this 4th day of May, 1950 before me, a Notary Public for the State of Idaho, residing at American Falls, Idaho personally appeared Paul B. McMillan known to me to be the person whose name is subscribed to the foregoing certificate, and acknowledged to me that he executed the same.

Witness my hand and seal, the day and year in this certificate first above written

Paul B. McMillan

Notary Public.

My commission expires Feb. 10, 1951

MERCHANDISE PURCHASE CONDITIONAL SALE CONTRACT 2196

The undersigned Seller agrees to sell and the undersigned Purchaser hereby accepts and agrees to purchase, subject to the terms and conditions hereinafter set forth, the property described in the following schedule, for the prices therein indicated:

ITEM	QUANTITY	MAKE	DESCRIPTION OF ARTICLE	MODEL	SERIAL NUMBER	CABINET OR MOTOR NO.	CASH PRICE
1	One	Berkely	Model 1004 1/2 3 stage pump		5802620		3200
2			with 40 HP W & S Motor				
3							
4							

Purchaser agrees to pay Time Balance in equal consecutive monthly instalments of \$..... each on the day of each month beginning 19..... or in instalments as follows

9-1-58 567.69
2-1-59 563.50
9-1-59 1283.08

together with interest at the highest legal rate on any delinquent instalment from and after the date of delinquency, and reasonable collection costs and fees in the event of delinquency. The said payments if made to the Seller shall be payable at the office of the Seller, or if this contract is assigned, then they shall be payable at such office of the assignee as the assignor shall designate in writing addressed to the Purchaser.

Cash Sale Price (including taxes, extras).....	\$.....
Less Down Payment — Cash.....	\$1000
Trade-in (describe)	\$.....
Total Down Payment.....	\$2200
Net Unpaid Cash Sale Balance.....	\$.....
Plus Insurance and Optional Benefits.....	\$.....
Plus Fees: Filing, recording, etc.....	\$.....
Total Unpaid Cash Sale Balance.....	\$.....
Plus Time Price Differential.....	\$218
TOTAL TIME BALANCE	\$2414

Purchaser acknowledges that he has been advised as to both cash price and time price of the property, that he realizes the time is greater than the cash price, and that he has elected to pay the time price.

92-CONDITIONS

- Title to said property shall not pass to the Purchaser until all sums due under this contract are fully paid in cash.
- Said chattels shall remain personal property and nothing which may be done by the parties hereto to the contrary notwithstanding shall prevent Seller from res same, or so much thereof as Seller in its sole discretion may determine, from any premises to which they may be attached, upon any breach of this contract.
- The Purchaser shall keep said property free of all taxes, liens and encumbrances; shall not use the same illegally or improperly; shall not transfer any interest in this contract; shall not remove same from the premises stated herein without Seller's consent. Purchaser shall keep said property insured against loss by fire to properly protect all in therein. The proceeds of any insurance, whether paid by reason of loss, injury, return premium, or otherwise, shall be applied toward the replacement of the property or payment of obligation at the option of the Seller. The Purchaser assumes the entire risk of loss of said property and agrees that neither the loss, damage nor destruction of the whole or any part shall release the purchaser of his obligation to pay the purchase price or any part thereof.
- Should Purchaser fail to pay said indebtedness or any part thereof when due, or breach this contract, or if any execution or writ be levied on any of Purchaser's property receiver thereof be appointed, or if a petition in bankruptcy be filed by or against Purchaser, Seller, at his option, and without notice to Purchaser, may declare the whole amount hereunder immediately due and payable, or Seller may, without notice or demand, by process of law or otherwise, take possession of said chattels wherever located. In the event of repossession, Seller may, without notice to Purchaser, declare all of Purchaser's rights under this contract terminated and retain all moneys paid thereon for the reasonable use of chattels, or Seller may resell the said property at public or private sale and apply the proceeds, after deducting late charges, expenses, liens, and an attorney's reasonable fee for incurred by it, to the payment of said indebtedness, and pay to Purchaser the surplus, if any, or in case of a deficiency, Purchaser agrees to pay Seller the same at once. Purchaser shall release the purchaser of his obligation to pay the purchase price or any installment thereof, without repossession or otherwise resorting to the said property, from suing for and recovering all claims, damages and demands against Seller arising out of the repossession, retention, reparation, and sale as aforesaid. Nothing herein contained shall be construed to prevent Seller, in the event of non-payment of said purchase price or any installment thereof, without repossession or otherwise resorting to the said property, from suing for and recovering the whole of the unpaid purchase price.
- Any action to enforce payment shall not waive any of Seller's rights hereunder. Any indulgences granted Purchaser shall not constitute a waiver of any of Seller's rights. is of the essence of this contract. Any part of this contract contrary to the law of any state shall not invalidate any other parts of this contract in that state. All rights and remedies under are cumulative and not alternative. Seller may assign this contract without notice to Purchaser, and when assigned it shall be free from any defense counter-claim or cross-claim by Purchaser. Purchaser agrees to pay all costs of collecting any amount or enforcing any rights hereunder including any expenses incurred, reasonable attorney's fees and the time and services of any employees in making collection.
- This contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto.
- This contract shall apply to, inure to the benefit of, and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties, subject, however, to the above restrictions against assignment by Purchaser.

The undersigned Purchaser (s) does each for himself warrant and state that there does not now exist nor is there to be made any other extension of credit to him or them in connection with the purchase of the merchandise described herein. Purchaser acknowledges receipt of a copy of this contract of conditional sale. The undersigned Seller hereby accepts in faith the foregoing Statement of Purchaser (s), and because of his reliance thereon, agrees to extend the installment credit on the terms and conditions as set forth herein.

Executed this 6 day of June, 1958

I (We), the purchaser or purchasers, hereby acknowledge receipt of a true and exact copy of the foregoing conditional sale contract

By Paul C. Juhlman
Seller
Mark B. Babel
Seller's Address

Paul M. Millan
Purchaser
American Falls
Purchaser's Address

CAUTION TO DEALER AND BANK: A duly executed and acknowledged exact duplicate of the above agreement must be filed in the office of the Recorder of the county in which the property described therein is located AT THE TIME OF SUCH FILING, and another duplicate must thereon be filed promptly with the Secretary of State.

IL 92 Rev. 4-57

MUST BE EXECUTED BY THE SELLER & THE PURCHASER

AMERICAN SALT WORKS

October 21, 1991

Sir:

Ada received a call from the Department of Water Resources wanting her to state to the best of her knowledge when the well and pump were put on & into operation.

Thank you.

Marva Homer
208-226-2100

MICROFILMED

DEC 10 1992

Vollmer Well Drilling
of American Falls, Idaho

In Spring of 1958, drilled a irrigation well
for Paul and Ada McMillan.

George Vollmer
3003 West Vollmer Loop
American Falls, Idaho 83211

George Vollmer
July 12, 1991

State of Idaho } ss.
County of _____
On this 12th day of July, in the year
of 1991, before me personally appeared
George Vollmer known to me to be the person
whose name is subscribed to the within instrument and
acknowledged to me that they executed the same.
James F. Hering
Notary Public for Idaho

DEC 10 1992

OCT 23 1991

Department of Water Resources
Eastern District Office

N E 1/4 of S26 T25 R30 E.B.M./American Falls, Idaho

September 18, 1991

A35-4/83

DEPARTMENT OF WATER RESOURCES

I, Ada L. McMillan, wife of the late ~~Paul~~ B. McMillan, reside at 3140 W. South Pleasant Valley, American Falls, Idaho 83211.

We purchased this farm in 1947 and have resided here, all the time, since.

We had eighty (80) shares of Aberdeen Springfield canal water, but, it wasn't enough as the farm ground is sandy.

We had the deep well dug by Vollmer Well Drilling of American Falls, Idaho and purchased the pump and casing from Bowlers of American Falls. The pump motor serial number and Bowlers bill should all be the same. Also, the concrete pad for the base of the pump has the date in it, and has not been changed.

The date on the bill is a short time later, as when the pump was first started, the water level dropped and we had to have the pump pulled by Bowler and they had to add more casing. When they had it pumping again, they made out the bill and set up payment dates.

Don went to the ASCS office to see if there were any old air photos or any information on the date of the well. They said they have dumped their files. We also checked with Idaho Power and their records go back to 1973. The Power County Court House has also destroyed all their old files.

I have leased, with an option to purchase the farm, to my daughter (Marva) and son-in-law, (Don) Kramer. They will be handling the farm, so if you need to call, please, call the them. Their address and telephone number is listed below.

Thank you,

Ada L. McMillan

9-28-91

Ada L. McMillan
3140 W. So. Pleasant Valley Rd.
American Falls, Idaho 83211
SS #518-42-8613

Don and Marva Kramer
1003 Falls Avenue
American Falls, Idaho 83211
208-226-2100
SS #518-44-2654 (Don Kramer)

Don Kramer
Marva D. Kramer

9-28-91

STATE OF IDAHO, COUNTY OF

On this 28th day of September 1991,
before me, a notary public in and for said State, personally
appeared

Ada L. McMillan, Don Kramer
and Marva Kramer

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that They executed the same.

Monlene Henry
Notary Public

Residing at American Falls
Comm. Expires 5/19/93

, Idaho

REFUND REQUEST

SUBMITTED TO AUDITOR

TO: S. Frazee to Log In
FOR: J. Carlson/D. Shaff/D. Allen
FROM: Ernie Carlsen

ON 6-12-92

RE:

Payor
Address

KRAMER, DONALD OR MARVA
1003 Falls Ave
AMERICAN Falls ID 83211

RECEIVED

MAR 25 1992

Claimant if NOT Payor ADA L McMILLAN Department of Water Resources

Refund Amount \$ 80⁰⁰

Claim Location

Extension Filed? Y/N NA

Copy Attached? Y/N NA

Late Fees Paid? Y/N NA

On Receipt # JUN 16 1992

S.O. Verified Ext. by _____ on _____

Refund Generated By () Agent

(X) Claimant telecopied
Department of Water Resources
Eastern District Office

Refund Category Double payment of variable fee.

Date of Last Correspondence (copy attached) 3-23-92

Claim No.	Use	Fees Paid	Correct Fee	Rec't #
<u>A35-04183</u>	<u>01</u>	<u>\$ 210⁰⁰</u>	<u>130⁰⁰</u>	<u>EM006175</u>
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____

Detailed Reason(s) for Refund Attached Y/N

Region Adj. Supervisor Approval EMC

John Carlson Approval

Don Shaff Approval 6-10-92

Hold _____ To Fiscal 06-12-92

Not Refunded as of 5-29-92

Logged 3-25-92

Data Base Modified? Y/N NA By af

Date 3-25-92

Claimant paid assessment to Aberdeen Springfield Canal Company for land served by canal and then also paid the variable fee for the

P.O.U. on A35-04183

Subsequently the Canal Company paid the variable fee for the P.O.U. on

A01-0002370 and A01-0002371 under receipt E014259. Comparison of the

P.O.U. on these claims reveals an overlap of 80 acers.

The claimant is therefore requesting a refund of \$ 80⁰⁰ paid under receipt M006175.

> EWC sent Ltr.

05/01/91



State of Idaho

DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

DATE: *March 23, 1992*

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

*DONALD OR MARVA KRAMER
1003 FALLS AVE
AMERICAN FALLS ID 83211*

RE: REFUND

Dear *Donald*;

This office has initiated a Refund Request for the double payment of fees in the Snake River Basin Adjudication (SRBA).

Comparison of the land list on your Notice(s) with the lands listed on claims submitted by Aberdeen-Springfield Canal Company revealed an overlap of the following:

80 acres on A35-04183.

Therefore, the Refund Request is for \$80⁰⁰, paid under receipt *M006175*. A check for this amount should be mailed from Boise in the near future.

Naturally, if you have any questions, feel free to contact this office (525-7161).

Respectfully submitted,

Ernest Carlsen

Ernest Carlsen
Adjudication Supervisor

EC:jt

cc: Aberdeen-Springfield Canal Company

File: To Claim

DEC 10 1992