

COPY

1998 APR 28 PM 1:32

DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO

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

In Re SRBA)
Case No. 39576)
_____) **NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDINGS**

_____) **SUB CASE NO. 45-11964**

IDWR has completed the following Administrative proceeding: **SUBSTITUTION OF PARTY**

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No

FROM: Claimant/Seller(s):

Name and Address of Claimant/Seller(s):

Bill Atchley
614 18th St
Burley ID 83318

Phone:

TO: Claimant/Purchaser(s):

Name and Address of Claimant/Purchaser(s):

Earl Clayville
Carleen Clayville
400 S 150 E
Rupert ID 83350

Phone: 436-5671

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 4/21/98



Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 4 27, 1998, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls ID 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:
Bill Atchley
614 E 18th St
Burley ID 83318
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:
Earl Clayville
Carleen Clayville
400 S 150 E
Rupert ID 83350
4. One Copy to:
Each party in the subcase or attorney of record:
5. One Copy to:
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449
6. One Copy to:
United States Dept Of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724



Signature of person or attorney mailing the form

AJ5856NP

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

DATE: APR-20-1998

PAGE: A-1

RIGHTS FROM: SOURCE: MACKEY WASH TRIBUTARY: SINKS

RIGHT NUMBER: 45-11964

NAME & ADDRESS: CARLEEN CLAYVILLE
EARL CLAYVILLE
400 S 150 E
RUPERT ID 83350

SOURCE: MACKEY WASH TRIBUTARY: SINKS

QUANTITY: 0.02 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 11/20/1980

POINT OF DIVERSION: T13S R23E S16 SESW (INSTREAM BEGINNING POINT) Within CASSIA County
SWSW (INSTREAM ENDING POINT)

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.02 CFS

PLACE OF USE: STOCKWATER Within CASSIA County
T13S R23E S16 SWSW SESW

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. 13S23E162400
STOCKWATER, 50 BEEF CATTLE



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

April 28, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

EARL CLAYVILLE
CARLEEN CLAYVILLE
400 S 150 E
RUPERT ID 83350

RE: SRBA Claim(s) 45-11964

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

/tf

cc: Bill Atchley

DATE: 04/16/98
PAGE: 1

[illegible]

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	EARL CLAYVILLE	11/20/1980	STOCKWATER	01-01 12-31	0.02 CFS	
C	CARLEEN CLAYVILLE					
	400 S 150 E					
	RUPERT ID 83350			TOTAL DIVERSION:	0.02 CFS	
	(208) 436-5671					

Water Source: **MACKEY WASH**

Tributary to: SINKS

Stage: BENEFICIAL USE

Point(s) of Beginning Stream Reach: T13S R23E S16
Point(s) of Ending Stream Reach: T13S R23E S16

SESW
SWSW

CASSIA County
CASSIA County

Place of use Legal Description for: STOCKWATER

								NE				NW				SW				SE																		
			NENE		NNWN		SWE		SENE		:	NENW		NNWN		SWNW		SENW		:	NESW		NWSW		SSW		SESW		:	NESE		NWSE		SWSE		SESE		:
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	:	
---	---	---	:	-----	-----	-----	-----	-----	-----	-----	-----	:	-----	-----	-----	-----	-----	-----	-----	-----	:	-----	-----	-----	-----	-----	-----	-----	-----	:	-----	-----	-----	-----	-----	-----	:	
13S	23E	16	:									:									:									:							:	

POU County: CASSIA

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.
N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

Remarks: EXP PARCEL NO. 13S23E162400
STOCKWATER, 50 BEEF CATTLE

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

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

Comments: Date: 01/04/1993 User-ID: SMITH Subject: COPIED FROM REMARKS
SOURCES LISTED ARE CEDAR SPRINGS AND MACKEY WASH. TRIB. SINKS.

Date: 04/16/1998 User-ID: JROBERTS Subject: OWNERSHIP CHANGE
OWNERSHIP CHANGE FROM BILL ATCHLEY TO EARL AND CARLEEN CLAYVILLE.
COPY OF WARRANTY DEEDS SUBMITTED WITH FORM jr

Audit: 04/16/98 JROBERTS

**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 No(s).: ~~45-11964~~ 45-11964
 Adjudication Claim No(s).: _____

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 attached to your deed or on file with the county.)
 - OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant Bill Atchley
614 E 18th St. Burley ID 83318

4. New Owner/Claimant(s) Earl and/or Carleen Clayville
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 400 S 150 E
 City, State and ZIP Code Rupert ID 83350
 New Telephone Number (208) 436-5671

5. Date you acquired the property 12-1-95

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 you irrigate _____ Number and type of stock _____
 Diversion rate in CFS _____ 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 or Claimant(s) Earl Clayville
 (Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

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

239894

WARRANTY DEED

#26700

For Value Received

ELITE FARMS, a limited partnership

PP8PES

80 4 9 12 10 17 14

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

EARL CLAYVILLE and CARLEEN CLAYVILLE, husband and wife

Address: 400 South 150 East, Rupert, Idaho 83350

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

TOWNSHIP 13 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 16: SW $\frac{1}{4}$

SUBJECT TO:

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

Taxes for 1996 and subsequent years.

Road right-of-way as disclosed by Warranty Deed executed by Thurlow Smith and LaRene Smith, husband and wife, to Bill Edward Atchley and Eula Mae Atchley, husband and wife, dba Atchley Enterprises, dated April 17, 1984 and recorded October 2, 1989 as Instrument No. 204198 on Film No. 210, records of Cassia County, Idaho.

Reservation contained in the State of Idaho Deed to Bill Edward Atchley and Eula Mae Atchley, husband and wife, which reads: "The State reserves the right to all coal, oil, oil shale, gas phosphate, sodium, asbestos, gold, silver, lead, zinc, copper, antimony and all minerals or deposits of minerals of whatsoever kind or character, including sand, gravel and pumice pursuant to Sec. 47-701, Idaho Code; also reserved to the state are geothermal resources, including associated by-products."

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

Dated: December 1, 1995

ELITE FARMS

By: Bill Atchley
Bill Atchley, General Partner

By: Mike Atchley
Mike Atchley, General Partner

STATE OF IDAHO)
COUNTY OF Cassia) ss.

On this 1st day of December, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared BILL ATCHLEY and MIKE ATCHLEY, known or identified to me to be the partner or one of the partners in the Partnership of ELITE FARMS, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Partnership name.

LARRY ROBERTS
☆ NOTARY PUBLIC ☆
STATE OF IDAHO

RESIDING AT BURLEY, ID
MY COMMISSION EXPIRES 6-30-97

Notary Public
Residing at: Burley
My Commission expires: 6-30-97

230406

WARRANTY DEED

For Value Received, BILL E. ATCHLEY and EULA M. ATCHLEY dba ATCHLEY ENTERPRISES,

Hereinafter called grantor, hereby grants, bargains, sells and conveys unto: ELITE FARMS, a limited partnership

Hereinafter called the grantee, whose current address is: 1635 Albion Ave.
Burley, ID 83318

the following described premises, in Cassia County, Idaho, to-wit:

W $\frac{1}{4}$ Section 16, Township 13 South, Range 23 East Boise Meridian, Subject to a road right of way reservation to the State of Idaho and/or its assigns being the Southerly 30 feet of the said W $\frac{1}{4}$ Section 16, Township 13 South, Range 23, East Boise Meridian.

RECORDED AT THE REQUEST OF

Mary A. Hunsen
FILM 255

1994 APR 21 A 11:57

230406

CASSIA COUNTY, IDAHO

GARRELL M. ROSKELLEY

RECORDER

FEE 300 DEPUTY LM

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

DATED: APR 05 1994

Bill E. Atchley
BILL E. ATCHLEY

Eula M. Atchley
EULA M. ATCHLEY

STATE OF IDAHO, COUNTY OF TWIN FALLS

On this APR 05 1994 before me, a notary public in and for said State, personally appeared

BILL E. ATCHLEY
EULA M. ATCHLEY

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same.

M. R. Francis
Notary Public
Residing in Twin Falls, Idaho
Comm. Expires 03-26-98

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for at the request of

at minutes past o'clock m.
this day of

19, in my office, and duly recorded in Book of Deeds at page

Ex-Officio Recorder

By _____
Deputy.

Fees \$
Mail to:

6/9/94

COMMUNICATION DOCUMENTATION

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

IDWR Employee/Agent JEANIE M ROBERTSON

DATE April 22, 1998 10:51am CUSTOMER EARL CLAYVILLE 45-11964

SUBJECT: OWNERSHIP CHANGE
phone call (.) walk-in (X)

He brought in the deeds to change this right recommended in the recent director's report to his name. He was told by the former owner (Atchley) that this stockwater right filed for Mackey Wash was protected in the set-aside program and was due to come out soon. Bedke's filed A45-00708 and are piping the water to a different place of use now. I talked to Nick and he reaffirmed my opinion that stockwater rights are not protected under set-aside. Mr. Clayville indicated Roger Ling had reassured Atchley that the right was protected. I told him he might want to contact Ling himself... I made the change and gave to Trish for an NCAP.

He also had other questions:

Fairchild Springs

He gave me a bunch of legal papers and wanted to know if they meant he had stockwater rights out of Fairchild Spring. The papers were very confusing (even had our attorney, John Marshall, look them over) and I told him it appeared he had reassigned the right back over to Peter Link. He said that was not what was supposed to have happened at the closing. Link has no claims filed on the spring so I told him he was welcome to file his own claim. I sent him profile reports on the three claims which were filed on for the spring (A45-00575, A45-00619, and A45-10004) and an ownership change form in case one of them should now be his. I also sent a couple of new claim forms in case he needs to file new ones...

May 19, 1993

Mr. Dennis S. Voorhees
Attorney at Law
P. O. Box 922
Twin Falls, Idaho 83303-0922

RE: Purchase of property in Cassia County, Idaho
described on Exhibit "A" from Peter M. Link

Dear Mr. Voorhees:

This letter is to verify that no representations were made to us regarding the property described on Exhibit "A" other than that Peter Link has the ability to convey fee simple title to the subject premises and that any and all rights in and to the Easement and WATER AGREEMENT will be signed to us in connection with the sale.

This letter is also our verification that we understand Mr. Link cannot guarantee the delivery of stock water on the property described on Exhibit "A" and there is no proof of adjudication for the water rights to this property.

Very truly yours,



Earl Clayville


Carleen Clayville

cc: Dennis R. Curtis
Peter M. Link
Land Title and Escrow, Inc.

EXHIBIT "A"

TOWNSHIP 13 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 34: E $\frac{1}{2}$ E $\frac{1}{2}$

Section 35: W $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 14 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3: Lot 1

no claims in 13S, 23E, 34 or 35

no claims in 14S, 23E, Sec. 3, Lot 1

- legal paperwork pretty
confusing but, they seem
to say you reassigned
it back to Peter Link...
- there are no claims, however
- do you want to file?

Mr Clayville

CC 78
CC 79

Issues - whets going on with these papers
- thinks he has W.R. (stockwater) out
of both sides of Fairchild Spring

only it. listing Fairchild Spr. is by Wade Zollinger
and it's in Sec. 33 no W.R. for Fairchild Spring

Monkey Wash? - Bedke's piping it away
(told it was protected in set-back)

I found A45-00708 filed by Bedke, not in D&S report
after 3:15 p.m. call so can't object to yet, but could
later, or file a competing claim now

check other ~~names~~ claims under Clayville
in ~~Section 12~~ ^{Fairchild} there are no other claims
under your name anywhere, let alone in Section 12 -
Perhaps you have Oakley Canal Water? (They keep their own records)

Atchley

AJ5809NP
No. R45-11964

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 01/31/98
PAGE: 15

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BILL ATCHLEY 614 E 18TH ST BURLEY ID 83318 (208) 678-3169	11/20/1980	STOCKWATER	01-01 12-31	~~0.03~~ CFS	
TOTAL DIVERSION:					~~0.03~~ CFS	

Water Source: MACKEY WASH

Tributary to: SINKS

Stage: BENEFICIAL USE

Point(s) of Diversion: T13S R23E S16 SWSW SESW CASSIA County

Place of use Legal Description for: STOCKWATER

NE				NW				SW				SE			
T	R	S	Ac	T	R	S	Ac	T	R	S	Ac	T	R	S	Ac
13S	23E	16	:	:	:	:	:	:	:	:	:	:	:	:	:

POU County: CASSIA

Non-Irrigation Uses: STOCKWATER, 50 BEEF CATTLE

Other Rights: NONE

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
A45-11964

Remarks: GEN PARCEL NO. 13S23E162400

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Comments: Date: 01/04/1993 User-ID: SMITH Subject: COPIED FROM REMARKS
SOURCES LISTED ARE CEDAR SPRINGS AND MACKEY WASH, TRIB. SINKS.

Audit: 01/04/93 SMITH 01/04/93 SMITH 03/30/95 POST-STD

Change "divdesc" to instream

2/5/98

AJ5809NP
No. 45-11964

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 04/20/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	CARLEEN CLAYVILLE	11/20/1980	STOCKWATER	01-01 12-31	0.02 CFS	
C	EARL CLAYVILLE					
	400 S 150 E					
	RUPERT ID 83350					
	(208) 436-5671					
				TOTAL DIVERSION:	0.02 CFS	

Bill Atchley

Water Source: MACKEY WASH

Tributary to: SINKS

Stage: BENEFICIAL USE

Point(s) of Beginning Stream Reach: T13S R23E S16

SESW

CASSIA County

Point(s) of Ending Stream Reach: T13S R23E S16

SWSW

CASSIA County

Place of use Legal Description for: STOCKWATER

	NE				NW				SW				SE			
	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE
T R S	: Lt Ac	: Lt Ac	: Lt Ac	: Lt Ac	: Lt Ac	: Lt Ac	: Lt Ac	: Lt Ac	: Lt Ac	: Lt Ac	: Lt Ac	: Lt Ac	: Lt Ac	: Lt Ac	: Lt Ac	: Lt Ac
13S 23E 16	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:	:

POU County: CASSIA

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: EXP PARCEL NO. 13S23E162400
STOCKWATER, 50 BEEF CATTLE

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

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

Comments: Date: 01/04/1993 User-ID: SMITH Subject: COPIED FROM REMARKS
SOURCES LISTED ARE CEDAR SPRINGS AND MACKEY WASH, TRIB. SINKS.

Date: 04/16/1998 User-ID: JROBERTS Subject: OWNERSHIP CHANGE
OWNERSHIP CHANGE FROM BILL ATCHLEY TO EARL AND CARLEEN CLAYVILLE.
COPY OF WARRANTY DEEDS SUBMITTED WITH FORM jr

Audit: 01/04/93 SMITH 01/04/93 SMITH 03/30/95 POST-STD 02/09/98 KCHRISTE
02/12/98 AJU3-DJO 03/04/98 CPDSHAFF 03/04/98 ADT-DSHA 04/16/98 JROBERTS

SD-0602-2

Source: FAIRCHILD SPRING

Basin: 45

STATE

Water Right No.	Current Owner Last, First	S T G	Priority Date	Tributary	# Records Total Diversion	Use Code	2 Desc
A45-10004	ZOLLINGER, WADE	J	12/01/1955	SPRING CREE	0.020	04	STOCK
45-10004	ZOLLINGER, WADE	J	12/01/1955	SPRING CREE	0.020	04	STOCK

(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

6011

WARRANTY DEED

GRANTOR, PETER M. LINK, a single man, of Hansen, Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto EARL CLAYVILLE and CARLEEN CLAYVILLE, husband and wife, whose current address is 400 South 150 East, Rupert, Idaho, as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in Cassia County, state of Idaho:

TOWNSHIP 13 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 34: $E\frac{1}{2}E\frac{1}{2}$
Section 35: $W\frac{1}{2}NW\frac{1}{2}$; $NW\frac{1}{2}SW\frac{1}{2}$

TOWNSHIP 14 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

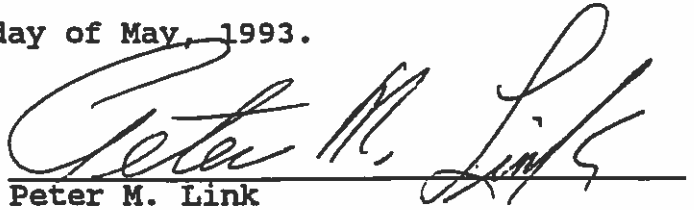
Section 3: Lot 1.

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereto.

Grantor, for himself, his heirs and assigns does hereby covenant, warranty and shall defend the quite and peaceable possession of said premises by the grantee, his heirs and assigns forever against the lawful claims of all persons.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantor has hereunto subscribed his name
to this instrument this 19th day of May, 1993.

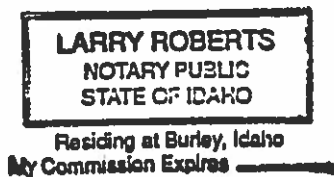

Peter M. Link

STATE OF IDAHO
County of Cassia

)
) ss.
)

On this 19th day of May, 1993, before me, the undersigned, a
Notary Public for Idaho, personally appeared PETER M. LINK, known
to me to be the person whose name is subscribed to in the foregoing
instrument, and acknowledged to me that he executed the same.

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




NOTARY PUBLIC of IDAHO
Residing at: Burley
My Com. Exp.: 6-30-97

COPY

REASSIGNMENT OF EASEMENT
AND WATER AGREEMENT

FOR VALUABLE CONSIDERATION RECEIVED, EARL CLAYVILLE and CARLEEN CLAYVILLE, husband and wife, hereinafter referred to as "Assignors" do hereby reassign and reconvey to PETER M. LINK, a single man, hereinafter referred to as "Assignee", all of our right, title and interest in and to that certain Easement and Water Agreement made and entered into between Ruth Fairchild, a widow, Kenneth E. Fairchild, a bachelor and LeRoy Fairchild, a bachelor, as "Fairchild", and M. Roy Steel and Iona Steel, husband and wife, as "Steel", dated the 7th day of April, 1976, and recorded the 18th day of January, 1979, as Instrument No. 113670, records of Cassia County, Idaho. Said Agreement was subsequently assigned to Assignee herein by Assignment dated March 30, 1984, and recorded April 3, 1984, as Instrument No. 159552, records of Cassia County, Idaho. In turn, said Agreement was subsequently assigned by Assignee herein to Assignors herein and Assignors herein hereby reassign said Easement and Water Agreement Assignment back to the Assignee herein.

DATED This 19th day of May, 1993.

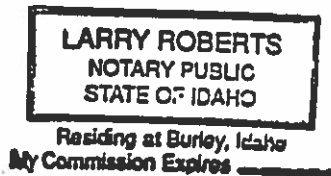
Earl Clayville
Earl Clayville
Carleen Clayville
Carleen Clayville

STATE OF IDAHO
County of Cassia

)
) ss.
)

On this 19th day of May, 1993, before me, the undersigned, a Notary Public for Idaho, personally appeared **EARL CLAYVILLE** and **CARLEEN CLAYVILLE**, known to me to be the persons whose names are subscribed to in the foregoing instrument, and acknowledged to me that they executed the same.

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



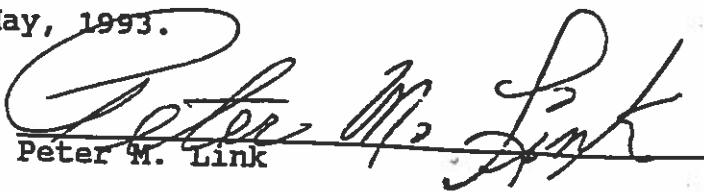

NOTARY PUBLIC of IDAHO
Residing (at): Burley, Idaho
My Com. Exp.: 6-30-97

COPY

ASSIGNMENT OF EASEMENT
AND WATER AGREEMENT

For value received, PETER M. LINK, hereinafter referred to as "Assignor" does hereby assign and convey to EARL CLAYVILLE and CARLEEN CLAYVILLE, husband and wife, hereinafter referred to as "Assignees", all of his right, title and interest in and to that certain Easement and Water Agreement made and entered into between Ruth Fairchild, a widow, Kenneth E. Fairchild, a bachelor and LeRoy Fairchild, a bachelor, as "Fairchild", and M. Roy Steel and Iona Steel, husband and wife, as "Steel", dated this 7th day of April, 1976, and recorded the 18th day of January, 1979, as Instrument No. 113670, records of Cassia County, Idaho.

DATED This 19th day of May, 1993.


Peter M. Link

STATE OF IDAHO

County of Cassia

)
) ss.
)

On this 19th day of May, 1993, before me, the undersigned, a Notary Public for Idaho, personally appeared PETER M. LINK, known to me to be the person whose name is subscribed to in the foregoing instrument, and acknowledged to me that he executed the same.

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

LARRY ROBERTS
NOTARY PUBLIC
STATE OF IDAHO

Residing at Burley, Idaho
My Commission Expires 6-30-97.


NOTARY PUBLIC of IDAHO

Residing at: Burley Idaho
My Com. Exp.: 6-30-97

COPY

PROMISSORY NOTE SECURED BY MORTGAGE

~~\$30,000~~

May 19, 1993

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise and agree to pay in lawful money of the United States of America to the order of Peter M. Link at Hansen, Idaho, or wherever by him directed in writing, the principal sum of thirty thousand dollars (\$30,000) with interest thereon at the rate of seven percent (7%) per annum on the unpaid balance until paid from the 19th day of May, 1993. Principal and interest shall be paid in annual installments of \$6,140 per year commencing on the 19th day of May, 1994, and continuing on the 19th day of each May, thereafter until all principal and interest shall have been paid with the last payment being in the sum of \$6,294.00. Notwithstanding the foregoing, the undersigned promise and agree to pay, unless sooner paid, all principal and interest on or before May 19, 1999. All payments shall first be applied to interest and the balance to principal. The makers expressly reserve the right to prepay any and all of the unpaid balance at any time and agree to pay all accrued interest to the date of such prepayment.

If default be made in the payment of any installment required by this note, or in the performance of any covenant or promise of the undersigned contained in the Mortgage securing the payment hereof, the entire principal sum and accrued interest shall at once become due, payable and collectible at the option of the holder of this note, without notice to the undersigned or their successors in interest. Failure to exercise this option shall not constitute a waiver of exercise the same in the event of a subsequent default of defaults.

The makers waive presentment, demand, protest and notice thereof and agree to pay a reasonable attorney fee, in addition to all other costs and expenses, in the event the amount due hereunder or any part is collected by an attorney, with or without court action.

This note is secured by a real estate mortgage. This promissory note represents a portion of the purchase money for the real property described in said mortgage.

P.M.
L.C.
P.M.

DATED This 19th day of May, 1993.

Earl Clayville

Earl Clayville

Carleen Clayville

Carleen Clayville

EXHIBIT "A"

TOWNSHIP 13 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 34: E $\frac{1}{2}$ E $\frac{1}{2}$

Section 35: W $\frac{1}{2}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 14 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 3: Lot 1

ESCROW AGREEMENT

COPY

TO: LAND TITLE & ESCROW, INC.
P. O. Box 177
211 West 13th Street
Burley, Idaho 83318

ESCROW #

("LAND TITLE")

FROM: EARL CLAYVILLE and

PETER M. LINK

CARLEEN CLAYVILLE

Route #1 Box 110
Reupert, ID 83350
("PAYOR") SS # or TIN #
(Earl) 28-91-190
(Carleen) 28-91-190

P. O. Box 70

Hansen, Idaho 83334-0070

("PAYEE") SS # or TIN #
(Peter) 28-91-190

The Payor and Payee deposit the following documents with Land Title:

<u>X</u> NOTE	<u>SECURITY AGREEMENT</u>
<u>DEED OF TRUST</u>	<u>CERTIFICATE OF TITLE</u>
<u>AUTHORIZATION FOR RECONVEYANCE</u>	<u>Mobile Home</u>
<u>X</u> MORTGAGE	<u>UCC TERMINATION</u>
<u>X</u> SATISFACTION OF MORTGAGE	<u>WATER STOCK CERTIFICATE</u>
<u>CONTRACT</u>	<u>X</u> OTHER
<u>WARRANTY DEED</u>	(identify each document)
<u>QUITCLAIM DEED</u>	<u>Reassignment of Easement and</u>
<u>BILL OF SALE</u>	<u>Water Agreement</u>

Land Title is instructed to deliver the documents to the appropriate party when it has received the principal sum of \$ 20,000.00 plus interest as provided in the debt instrument and its fees.

Land Title is to disburse the sum collected as follows:

1. Payment of Escrow Fees
2. Peter M. Link
P.O. Box 70
Hansen, ID. 83334-0070

The Escrow fees shall be:

1. Initial Fee \$ 100.00
2. Periodic Fee \$ 10.00, (~~monthly~~ annually, ~~quarterly~~ ~~xxxxxxxxxxxxxxxxxx~~),

subject to the right of Land Title to adjust the periodic fee upon written notice to the Payor or Payee. The fees shall be paid by:

 PAYOR PAYEE XX PAYEE & PAYOR EQUALLY

THE TERMS APPEARING ON THE REVERSE SIDE ARE PART OF THIS ESCROW AGREEMENT.

In witness hereof the parties have executed this agreement and Land Title acknowledges the receipt of the documents and agrees to perform the services as Escrow Agent this 19th day of May, 19 93.

PAYOR Earl Clayville
Earl Clayville
Carleen Clayville

PAYEE Peter M. Link
Peter M. Link

LAND TITLE AND ESCROW, INC.

BY: Larry Roberts
Larry Roberts, Manager

REVERSE SIDE ESCROW AGREEMENT TERMS

1. INTEREST: Interest shall be computed on the debt on the basis of 365 days per year unless the Payor and the Payee otherwise direct Land Title in writing.
2. NOTICE: In the event any party demands Land Title to deliver documents being held in the Escrow, Land Title reserves the right to notify the other party(s) of such demand and may continue to hold the documents for a reasonable length of time after giving such notice before acting on the demand for delivery.
3. CONDITIONAL RECEIPT: Any payment made, other than in cash, shall be credited conditionally pending the receipt by Land Title of available funds for the full payment.
4. DISPUTES: In the event of any disagreement between the Payor and the Payee resulting in adverse claims and demands being made by them or any of them upon Land Title, Land Title shall be entitled at its option to refuse to comply with the demand so long as such disagreement shall continue. In so refusing, Land Title may refuse to deliver any moneys, papers or property so long as such disagreement shall continue and in so refusing Land Title shall not become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties. Land Title shall be entitled to continue to refrain to act until: (1) The parties have reached an agreement in their differences and shall have notified Land Title in writing of such agreement or (2) the rights of the parties have been duly adjudicated by a court of competent jurisdiction. In connection with the latter alternative Land Title may file an interpleader acting in a court of competent jurisdiction.
5. DUTIES: Notwithstanding anything to the contrary herein, Land Title shall have no duty to determine the performance or nonperformance of any term or condition of any contract or agreement between the parties and the duties and responsibilities of Land Title are limited to those specifically stated herein. In accepting any funds, securities or documents delivered hereunder, Land Title will not be required to construe any contract or instrument deposited with it.
6. ADDRESSES AND TAX NUMBERS: Land Title may rely upon the addresses of the parties set forth on the reverse side of this agreement unless either party or parties shall notify Land Title in writing of a change thereto. The Payor and the Payee each certify that the social security number or the tax identification number of each is accurate as reflected herein.
7. TERMINATION: This escrow is to be completed in the manner and at the time provided in the documents. Unless it is so completed, or proper arrangements for extension thereof, including the payment of reasonable fees for the additional services rendered, are made on or before that time, Land Title at any time after the expiration of one year from such time may close its records at which time the liability of Land Title in connection with this escrow shall terminate.
8. DEFAULT: In the event a default is declared, Land Title shall not be obligated to serve notice on any of the parties to this agreement, and, further, that should moneys or papers be deposited with Land Title after the default, Land Title may accept such moneys or papers and such acceptance shall be conditional until the dispute has been resolved in one of the methods provided in paragraph 4 above.
9. ATTORNEY FEES: In the event of any disagreement between the parties hereto, or demands or claims being made upon Land Title by the parties hereto or any parties interested herein or by any other party, Land Title shall have the right to employ legal counsel to advise it and/or represent it in any suit or action brought affecting the escrow and the parties hereto shall be jointly and severally liable to Land Title for any attorney fees, costs and disbursements incurred by Land Title in connection herewith and upon demand shall pay the same to Land Title.
10. LIABILITY OF LAND TITLE: Land Title shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection with this escrow. No liability will be incurred by Land Title if, in the event of any dispute or question as to the construction of the directions of the instruction that acts in accordance with the opinion of its legal counsel. Land Title is authorized to act on any document believed by it to be genuine and to be signed by the proper party or parties and will incur no liability in so acting.
11. ADDITIONAL TERMS:

SD-0605-2	Township: 13S	Range: 23E	Section: 14	Tract:	Lot:
S	L R	STATE	O S	Max #	Records 1
E	O D	Water	Name	W T	Priority
L Tract	T V	Right No.	Last, First	N G	Date
				Source	Total
					Diversion
SWSWSW	A45-00708	BEDKE, RAY C	C D	07/01/1908	CEDAR SPRIN
					1.60

(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

AJ

SP-0602-2	Source: FAIRCHILD SPRINGS	Basin: 45	STATE
Water Right No.	Current Owner Last, First	T Priority Date	# Records 2
		G	Total Use
			Diversion Code Desc
A45-00575	MARTIN, HAROLD REX MARTIN, ANNE R	D 05/01/1881	0.060 05 STOC S 01 IRR 04 STOCK 43 DOMEST
A45-00619	FAIRCHILD, LE ROY	D 12/01/1955	0.240 01 IRR

(Enter=Continue)

(GOLD7=This Query)

(Menu)

W. R.

SD-0602-2	Source: MACKEY WASH	Basin: 45	STATE
S		# Records:	1
E	Water	Total	Use
L	Right No.	Diversion	Code Desc

45-04255	CONRAD, JULIE	S 04/29/1959 SINKS	1.920 01 IRR
			04 STOCK

not claimed in AJ

(Enter=Continue)

(GOLD 7=This Query)

(Menu _____)

6/9/94

COMMUNICATION DOCUMENTATION

Claim No. SEE BELOW

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

IDWR Employee/Agent Steve Clelland

November 6, 1995 10:37am

NAME:

BILL & MIKE ATCHLEY

CAMEIN

RE:

QUESTIONS ON RIGHTS

THEY CAME IN TO DISCUSS THE WATER RIGHTS FOR CEDAR SPRINGS (AKA MACKAY WASH). QUERIED THE NAME OF A NEIGHBOR, RAY C. BEDKE, AND FOUND THESE RIGHTS: A45-00708, A45-04049.

WE DISCUSSED THE VARIOUS OPTIONS FOR THE SYSTEM AS USED AND CLAIMED BY BOTH PARTIES. ATCHLEY'S HAVE CLAIMED THE SAME SOURCE UNDER A45-11964 AND THERE IS AN OLD 1911 LICENSE FOR 45-02096 NOW SUPERCEDED BY THE DECREED RIGHT A45-00708. THEY STATED THE IRRIGATION USES HAVE NEVER BEEN USED BECAUSE THE SOURCE DOES NOT SUPPLY ENOUGH WATER. THEY ADDED, THE STOCKWATER USES WERE INSTREAM USES (LIKE THE ATCHLEY'S USE) UP UNTIL 6-7 YEARS AGO WHEN RAY BEDKE INSTALLED A PIPELINE SYSTEM TO DELIVER THE WATER TO A NEW PLACE OF USE. THIS PIPELINE SYSTEM HAS TAKEN THE FLOW AWAY FROM THE ATCHLEY'S.

THE ATCHLEY'S USE CONSISTED OF AN INSTREAM FLOW RIGHT THAT POSSIBLY BEGAN WHEN THE LAND WAS PURCHASED FROM THE STATE OF IDAHO IN 1980'S. I MENTIONED THEIR USE COULD BE EARLIER IF THEY COULD SHOW THE GRAZING USES WERE THERE PRIOR TO THE SALE OF THE LAND.

I MENTIONED SOME IDEAS OF FORFEITURE, RESUMPTION OF USE, TRANSFER STATUTES, AND THE PRESENCE OF THE AMNESTY LAWS BEFORE THE SUPREME COURT. I REMINDED THEM TO CONSULT THEIR ATTORNEY SINCE I DO NOT GIVE LEGAL ADVICE AND THEY UNDERSTOOD. I PROVIDED THEM WITH COPIES OF THE PROOFS FOR THE RIGHTS INVOLVED AND A COPY OF THE DECREE, BEDKE v. STONE 1/6/1911 (DECREE FILE 45-A-S). I WILL CHECK THE MICROFILM FOR THE LICENSE AND STATUTORY CLAIM FOR OTHER INFORMATION THAT THEY MAY FIND USEFUL AND FORWARD THE COPIES TO THEM AT: MIKE ATCHLEY, 1635 ALBION AVE., BURLEY, ID 83318.

POSSIBLE DATA ENTRY ERROR ON A45-11964, THE DIVERSION MEANS FOR THE SURFACE SOURCES IS LISTED AS WELL & PUMP.

A45-11964

DEC 03 1996

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: A45-11964
Date Received: 9/18/1990
Receipt No: S012668
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BILL ATCHLEY
Address: 614 E. 18TH ST.
BURLEY, ID 83318 208-678-3169

2. Date of Priority: NOV 20, 1980

3. Source: MACKEY WASH Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
13S	23E	16	SW	SW	SW		CASSIA
			SE	SW	SW		CASSIA

5. Description of diverting works:
WELL, PUMP & PIPELINE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.030		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER/50 BEEF CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
13S	23E	16	SW	SW		STOCK	
			SE	SW		STOCK	

A45-11964

Page 1

Date: 09/18/90

MICROFILMED
MAR 10 1993

11. Place of use in counties: CASSIA

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

13. Other Water Rights Used:
NONE

14. Remarks:

SOURCES LISTED ARE CEDAR SPRINGS AND MACKEY WASH, TRIB. SINKS.

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): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Identification No. A45-119104

Date Received 9/18/90

Receipt Number 50126608

NOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day.

RECEIVED

SEP 18 1990

Department of Water Resources
Southern Region Office

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) Bill Atchley Phone (208) 678-3169

Mailing Address 614 E 18th Street, Burley, Idaho Zip 83318

2. Date of Priority (Only one per claim) November 20, 1980 Month/Day/Year

3. Source of water supply (Check one) () Groundwater or Other () (a) Cedar Springs - Mackey Wash
which is tributary to (b) sinks Name or kind of source

4. Location of point of diversion is: Township 13 S Range 23 E

Section 16 1/4 of SE ~~SW~~ of SW 1/4, Govt. Lot BM.,

County of Cassia

Additional points of diversion if any:

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. In stream use of water from Cedar Springs flowing in Mackey Wash

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For stockwater purposes from January 1 to December 31 amount .03 (cfs)
(Both dates are inclusive)

For purposes from to amount

7. Total quantity claimed .03 (cfs)

8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership. Stockwater: Type and Number of livestock) 50 head of beef cattle

MICROFILMED

MAR 10 1993

10. Place of use is: Township: 13 S Range 23 E
Section 16, S1 1/4 of SW 1/4, Govt. Lot _____, B.M.,

for (Circle One) Domestic Stock Domestic and Stock
Additional places of use, if any _____

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

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
() None or _____

14. Remarks: Property is being purchased from State of Idaho

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understood 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 do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Bue Archley Date 9/17/90

Date _____

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

of _____, that I have signed the foregoing
Organization
document in the space below as _____ of _____
Title Organization

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

Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or Idaho)

County of Minidoka) SS.

NOTARIZATION REQUIRED FOR EACH CLAIM

Subscribed and sworn (or affirmed) before me this 19th day of September 1990

SEAL

Notary Public Roger A. Bing

Residing at Rupert, Idaho

My Commission Expires 10-30-94

Last Name Archley Ident No. _____

Copies: White-State, Yellow-Claimant

MICROFILMED
MAR 10 1993



State of Idaho
DEPARTMENT OF WATER RESOURCES
Southern Region., 222 Shoshone St. E, Twin Falls, Idaho 83301
(208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

. Sept. 19, 1990

Re: A45-11962
A45-11963
A45-11964

. BILL ATCHLEY
. 614 E 18TH ST
. BURLEY ID 83318

Dear Claimant(s):

Please find enclosed your receipt and a copy of a computer generated claim based on the information from your original claim(s) which has been entered in our computer records.

Please review the computer generated claim for accuracy. In a few instances clarifications may have been added by the Department at the time of data entry. If you have any questions or objections regarding the computer record of you claim(s), please contact this office.

Yours truly,

Judy Givens
Adjudication Secretary

/jg

Enclosures:

MICROFILMED
MAR 10 1993

WATER RIGHT NUMBER - A45-11964

PREFIX TRANSLATION: ADJUDICATION CLAIM

OLD (D) NUMBER -

+ - - - - LAST NAME - - - - +

+ - FIRST NAME - - +

+ - - - - ADDRESS - - - - - +

*** C - CURRENT OWNER ***
ATCHLEY

BILL

1 - 614 E. 18TH ST.

2 -

3 -

CITY- BURLEY

STATE- ID ZIP- 83318

PHONE - 208-678-3169

+ - - PRIORITY DATE - - +
11/20/1980+ - - - REGION - - - +
17 SOUTHERN+ - - - STAGE - - - +
J - BENEFICIAL USE

+ - - - STATUS - - - +

+ - - - - SOURCE - - - - - +
MACKEY WASH+ - - - - - TRIBUTARY - - - - - +
SINKS+ - - - - - POINT OF DIVERSION - - - - - +
TWN RNG SEC TRACT LOT RFLG COUNTY STREAM INDEX (BLANK IF NO INDEX CODE)13S 23E 16 SW SW (31) CASSIA
13S 23E 16 SE SW (31) CASSIA+ - - - - - WATER USE - - - - - +
CODE DESCRIPTION PERIOD FROM PERIOD TO DIVERSION RATE DIVERSION VOLUME
04 - STOCKWATER 01/01 12/31 0.030+ - TOTAL DIV. RATE - + + - TOTAL DIV. VOLUME - + + - TOTAL DIV. CAPACITY - + + - TOTAL CONSUMPTIVE USE - + + - KW USAGE - +
0.030 0.0+ - - - - - PLACE OF USE - - - - - +
TWN RNG SEC TRACT LOT ACRES CODE DESCRIPTION COUNTY
13S 23E 16 SW SW 04 STOCKWATER (31) CASSIA
13S 23E 16 SE SW 04 STOCKWATER (31) CASSIA+ - - DIVERSION MEANS - WELL, PUMP & PIPELINE *In stream use of water*

+ - - NON-IRRIGATION USE - STOCKWATER/50 BEEF CATTLE

+ - - OTHER RIGHTS FOR SAME USE - NONE

+ - - - - - REMARKS - - - - - +
SOURCES LISTED ARE CEDAR SPRINGS AND MACKEY WASH, TRIB. SINKS.+ - - - - - OLD WATER RIGHT NUMBERS - - - - - +
NO OLD WATER RIGHT NUMBERS FOUND.+ - - - - - CONDITIONS OF APPROVAL - - - - - +
NO CONDITIONS OF APPROVAL FOUND.

+ - - - - DECREE PLAINTIFF - - - +

+ - - - - DECREE DEFENDANT - - - +

MICROFILMED
OCT 28 1994
+ - - - - DATE - +

SEP 17 1991