

Snake River Basin Adjudication
Change in Address of Notice of Claim

RECEIVED
NOV 25 2002

Department of Water Resources

Claim Number(s):

and 37-10688
37-10689

Previous Mailing Address:

Harlan Taylor
4095 N 900 W
Pleasant View
Utah

New Mailing Address:

Harlan Taylor
1111 N 2000 W #246
Jarvis West Utah
84404

Telephone Number:

(801) 732-0373 or 801 791 9845

Signature of Claimant(s):

Harlan Taylor

Please return this completed form to:

Adjudication Bureau
Idaho Dept. of Water Resources
1301 N. Orchard St.
Boise, ID 83706-2237
Ph. 1/800/451-4129 or
FAX 208/327-5400

Adjudication Bureau
Idaho Dept. of Water Resources
2735 Airport Way
Boise, ID 83705-5082
Ph. 208/334-2190 or
FAX 208/334-2348

Adjudication Bureau
Idaho Dept. of Water Resources
1341 Fillmore St., Ste. 200
Twin Falls, ID 83301-3380 or
FAX 208/736-3037

Adjudication Bureau
Idaho Dept. of Water Resources
900 N. Skyline, Ste. A
Idaho Falls, ID 83402-3653 or
FAX 208/525-7177

AJ5856NP

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

DATE: OCT-24-1997

PAGE: A-376

RIGHT NUMBER: 37-10688

NAME & ADDRESS: BOBBY G MADSEN
M DALE MADSEN
1772 S 1800 E
GOODING ID 83330

o/c vcs.

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 08/19/1945

POINT OF DIVERSION: T05S R15E S31 LOT 3 (SWNWSW) Within GOODING County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.04 CFS
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within GOODING County
T05S R15E S31 Lot 3 (NWSW)

DOMESTIC Within GOODING County
T05S R15E S31 Lot 3 (NWSW)

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.

D7-29-98

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. RP05S15E315774A
STOCKWATER, MIXED

Claim proofread by: Uto
Date: 1104

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: A37-10688

Date Received: 7/22/1988

Receipt No: S001061

Received By: *JC RB*

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: HARLAN TAYLOR 801-621-7342
Address: 4095 N 900 W
PLEASANT VIEW UT 84414
AND
Name: RANAE TAYLOR 801-621-7342
Address: 4095 N 900 W
PLEASANT VIEW UT 84414

2. Date of Priority: AUG 19, 1945

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05S	15E	31	SW	NW	SW	3	GOODING

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/ 1 HOUSE S/ MIXED

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	15E	31	NW	SW	3	STOCK	
			NW	SW	3	DOMEST	

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:

NA

14. Remarks:

OWNERSHIP CHANGE MADE 1/29/97 BY TLB.

15. Basis of Claim: BENEFICIAL USE



SEP 11 1996

NEW PROPERTY OWNER

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP APR 15 1996

Please print or type

(see instructions on back of page)

Department of Water Resources

RECEIVE

APR 17 1996

Department of Water Resources
Southern Region

Department of Water Resources

DATE OF CLOSING _____

Southern Region _____

LEGAL DESCRIPTION OF PROPERTY: Township _____ Range _____
 Section _____, 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot _____, BM.
 Lot _____, Block _____, Subdivision/Townsite _____.
 If you have additional legal descriptions, please attach separate sheet.

[] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

[] Water Right Number(s) Assigned by IDWR: # A37-10688 + # A37-10689

[] Name and Address of Former Owner/Claimant(s)(Seller): Dale Madsen

[] New Owner/Claimant (Purchaser): Lehi Utah 84043
Harlan and Gena Taylor

[] New Mailing Address: 4095N 900W
Pleasant View Utah 84414

[] New Telephone Number: (801) 621-7342 OR 208 937-5224

[] Does the change in ownership result in a splitting of the water right owned/claimed? yes no
 If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

[] Attach proof of ownership, describe proof attached: _____

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

[] Signature of New Owner/Claimant(s) Harlan S. Taylor Date _____

[] Signature of Former Owner/Claimant(s) Gena Taylor Date 4-11-96
Dale Madsen Date 9-3-96
Bobley Madsen Date 09-03-96

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: 1/29/97 By: HB

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
 Copies to Former Owner and New Owner



EXHIBIT A

That portion of Lot 3 of Section 31, Township 5 South, Range 15 East of the Boise Meridian, County of Gooding, State of Idaho, described as follows:

BEGINNING at the Southwest corner of said Section 31;

Thence North $0^{\circ} 13' 49''$ East, 1,326.87 feet along the Westerly boundary of said Section 31 to the Southwest corner of said Lot 3, and the TRUE POINT OF BEGINNING;

Thence North $0^{\circ} 13' 49''$ East, 604.73 feet along the Westerly boundary of said Lot 3 to the Southerly right-of-way boundary of the Union Pacific Railroad;

Thence Northeasterly 642.89 feet on the arc of a non-tangent curve to the left with a radius of 5,829.65 feet, a central angle of $6^{\circ} 19' 07''$, and a chord which bears North $87^{\circ} 46' 15''$ East, 642.56 feet along said Southerly right-of-way boundary to a point of tangency;

Thence North $84^{\circ} 36' 41''$ East, 83.43 feet along said Southerly right-of-way boundary;

Thence South $0^{\circ} 13' 49''$ West, 638.59 feet parallel with the Westerly boundary of said Lot 3 to the Southerly boundary of said Lot 3;

Thence North $89^{\circ} 55' 07''$ West, 725.00 feet along the Southerly boundary of said Lot 3 to the TRUE POINT OF BEGINNING.

RECEIVED

SEP 11 1996

Department of Water Resources
Southern Region

THIS DEED OF TRUST, Made this 12th day of November, 1993
BETWEEN

HARLAN S. TAYLOR AND RANAE TAYLOR, Husband and Wife herein called GRANTOR
whose address is
FIRST AMERICAN TITLE COMPANY, 342 Main Street, Gooding, Idaho 83330
herein called TRUSTEE, and

M. DALE MADSEN AND BOBBY G. MADSEN, Husband and Wife
herein called BENEFICIARY, WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL
AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of
Gooding State of Idaho, described as follows and containing not more than twenty acres

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

RECEIVED

SEP 11 1996

TOGETHER WITH A 1974 Academy mobile home, ID#05941434H.

Department of Water Resources
Southern Region

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of ~~SEVEN THOUSAND AND NO/100~~ Dollars, (\$ ~~7,000.00~~)
final payment due November 25, 1998

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or person legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to a default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expense of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Harlan S. Taylor
HARLAN S. TAYLOR

Ranae Taylor
RANAЕ TAYLOR

STATE OF IDAHO, COUNTY OF Gooding
On this 12th day of November, 1993,
before me, a Notary Public in and for said State, personally
appeared

Harlan S. Taylor
and Ranae Taylor

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

Susan M. Bolton
Notary Public,
Residing at Gooding Idaho.

Commission Expires: 10-16-98

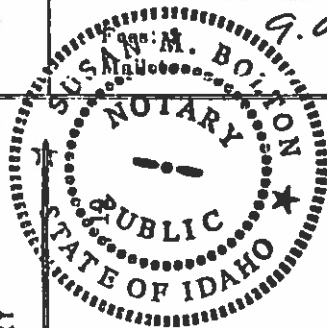
STATE OF IDAHO, COUNTY OF Gooding
I HEREBY CERTIFY That this instrument was filed for record at
the request of FIRST AMERICAN TITLE

at 46 minutes past 4 o'clock P M.,
this 12 day of Nov,
1993, in my office, and duly recorded in Book
of Mortgages at page

JOHN A. MYERS

Ex-Officio Recorder.

By *Aubra Sides*
Deputy
154770



DEED OF TRUST
WITH POWER OF SALE

GRANTOR
FIRST AMERICAN TITLE COMPANY

TRUSTEE

BENEFICIARY

Dated

FIRST AMERICAN TITLE COMPANY

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

Idaho,

, 19

To FIRST AMERICAN TITLE COMPANY
, Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address

Telephone No.



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

FEB 6, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

HARLAN & RANAE TAYLOR
4095 N 900 W
PLEASANT VIEW UTAH 84414

RE: SRBA CLAIM(S): A37-10688 & A37-10689
MADSEN

DEAR CLAIMANT(S):

PURSUANT TO THE NOTIFICATION THAT YOU HAVE PURCHASED PROPERTY WITH THE ABOVE-REFERENCED ADJUDICATION CLAIM(S), WE HAVE CHANGED THE DEPARTMENT'S RECORDS AS YOU HAVE REQUESTED. THESE COPIES ARE FOR YOUR RECORDS. PLEASE REVIEW THESE RECORDS FOR ACCURACY.

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME AT THIS OFFICE.

SINCERELY,

A handwritten signature in cursive script that reads "Tara L. Backlund".

TARA L BACKLUND
SNAKE RIVER BASIN ADJUDICATION
RECORDS CLERK

ENCLOSURES



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

March 28, 1996

KARL J. DREHER
DIRECTOR

BOBBY G MADSEN OR M DALE MADSEN
950 W 700 S
LEHI UT 84043-9573

RECEIVED

APR 01 1996

Department of Water Resources
Southern Region

Re: Snake River Basin Adjudication (SRBA)
Notices of Claim No. A37-10688 & A37-10689
Change of Address

Dear Claimants,

IDWR has been notified the address presently in our claim records is incorrect. Although we have reached you at the address above, we need you to confirm this is your correct mailing address. Future notices related to your SRBA claims can be sent only to the address on your claims or as otherwise changed by you. The staff of this agency must avoid relying upon the word of others about your mailing address.

If the address above is correct, please sign your name at the bottom of this letter, and return it to this office. Otherwise, please make the proper corrections, sign, and return this letter. Thank you for your help. We hope to assure that you receive future notices about SRBA matters.

If the ownership of the property to which the water right(s) referenced above apply has changed, please call this office toll-free at 1-800/451-4129 to obtain a form to make this required change to the claim record.

Sincerely,

Adjudication Bureau Staff

SO:ss:region

#####

The address is correct as shown above or as otherwise changed.

Claimant

"CROFILMED

122

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

In Re Snake River Basin Adjudication Case)
No. 39576)

Notice of Filing Director's Report and Supplemental
Director's Report Part II & III, United States' and Tribal
Non-consumptive Claims.

TO: ALL CLAIMANTS OF RIGHTS TO THE USE OF WATER IN THE SNAKE RIVER BASIN
YOU ARE HEREBY NOTIFIED OF THE FOLLOWING:

THE DIRECTOR'S REPORT PART II & III FOR THE UNITED STATES' AND TRIBAL NON-CONSUMPTIVE CLAIMS HAS BEEN FILED WITH THE DISTRICT COURT. A SUPPLEMENTAL DIRECTOR'S REPORT PART II & III HAS ALSO BEEN FILED WITH THE DISTRICT COURT. THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT THE DIRECTOR'S REPORTS, AND DEADLINES AND FURTHER PROCEEDINGS ON THESE WATER RIGHT CLAIMS.

IMPORTANT NOTICE REGARDING YOUR WATER RIGHT

**THIS CONTAINS YOUR LEGAL NOTICE OF THE DIRECTOR'S REPORTS OF U.S. AND
TRIBAL NON-CONSUMPTIVE CLAIMS IN THE SNAKE RIVER BASIN ADJUDICATION
THESE CLAIMS COULD AFFECT YOUR WATER RIGHT**

16560
Idaho Department of water Resources
Statehouse Mail
Boise, Idaho 83720

Presorted
First Class Mail
U.S. Postage Paid
Boise, Idaho
Permit No. 1

RECEIVED

APR 20 1995

Department of water Resources

A37-10688 + R
✓ -10689

NOV 27 1995
MADSEN
950 W 700 S
LEHI UT 84043-9573
FORWARDING TIME EXPIRED
RETURN TO SENDER

BOBBY G MADSEN
M DALE MADSEN
1772 S 1900 E
GOODING ID 83330

MICROFILMED
NOV 27 1996



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

April 3, 1996

RECEIVED

KARL J. DREHER
DIRECTOR

APR 08 1996

Department of Water Resources
Southern Region

HARLAN TAYLOR
1772 S 1800 E
GOODING ID 83330

RE: Snake River Basin Adjudication (SRBA)
Gooding County - Notices of Claim #A37-10688 & A37-10689

Dear Claimant:

We have been advised by the former owner of your property that you are the new owner of the property and water right. Before we can modify our records to reflect your new ownership, we need form 42-1409(7) completed and returned. I have enclosed this form for your use.

Please contact me at 208/327-7862 if you have any questions.

Sincerely,

Sally Sherman
Secretary, Adjudication Bureau
Department of Water Resources

SS:region
Enclosure:
Form 42-1409(7)

MICROFILMED
NOV 27 1996

IMPORTANT MESSAGE

FOR Dally
 DATE 4/1 TIME 9:40 A.M.
 M. (elderly) Mrs. Clint
 OF (claimant)

PHONE		AREA CODE	NUMBER	EXTENSION
TELEPHONED	☒		PLEASE CALL	
CAME TO SEE YOU	☐		WILL CALL AGAIN	
WANTS TO SEE YOU	☐		RUSH	
RETURNED YOUR CALL	☐		SPECIAL ATTENTION	

MESSAGE A 37-10688
A 37-10689
Sold to: Harlan Taylor
1772 S 1800 E
Gooding, ID
83330

SIGNED VH
 LITHO IN U.S.A.

BASICS.

71100

MICROFILMED
NOV 27 1956

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: A37-10688
Date Received: 7/22/1988
Receipt No: S001061
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: M. DALE MADSEN 208-934-8519
Address: 1772 S. 1800 E.
GOODING, ID 83330

OR
Name: BOBBY G. MADSEN 208-934-8519
Address: 1772 S. 1800 E.
GOODING, ID 83330

2. Date of Priority: AUG 19, 1945

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05S	15E	31	SW	NW	SW	3	GOODING

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/ 1 HOUSE S/ MIXED

A37-10688

Page 1

Date: 07/22/88

MICROFILMED

FEB 25 1993

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	15E	31	NW	SW	3	STOCK	
			NW	SW	3	DOMEST	

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:
NA

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: 01

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): M Dale Macken Date: 7-22-88
Bobby H Macken Date: 7-22-88

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 22nd day

of July 19 88

Mary G. Baldwin
Notary Public

Seal

Residing at Gooding, ID

My Commission Expires 10/16/1992

0240
(4304)
1-212

25 30
96 31

A
68.0

NW 1/4 SW 1/4
Sec 31
Tsp. 55 S Rge 15 East

A64
(498a)
342

A489

9/10
8/15

48
(1030)

20.6

36 31
6

MICROFILMED
FEB 25 1984

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

WATER RIGHT NUMBER - A37-10688

PREFIX TRANSLATION: ADJUDICATION CLAIM

OLD (D) NUMBER -

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

+ - FIRST NAME - - +

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

*** C - CURRENT OWNER ***
MADSEN

M. DALE

1 - 1772 S. 1800 E.

2 -

3 -

CITY- GOODING

STATE- ID ZIP- 83330

PHONE - 208-934-8519

1 - 1772 S. 1800 E.

2 -

3 -

CITY- GOODING

STATE- ID ZIP- 83330

PHONE - 208-934-8519

MADSEN

BOBBY G.

+ - - PRIORITY DATE - - +
08/19/1945

+ - - - REGION - - - +
ERROR IN REGION

+ - - - STAGE - - - +
J - BENEFICIAL USE

+ - - - STATUS - - - - +

+ - - - - SOURCE - - - - - +
GROUNDWATER

+ - - - - - - - TRIBUTARY - - - - - +

[illegible]

055 15E 31 SW NW SW 3 (47) GOODING

CODE		DESCRIPTION	PERIOD FROM	PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
43	-	DOMESTIC	01/01	12/31	0.040	
04	-	STOCKWATER	01/01	12/31	0.040	

+ - TOTAL DIV. RATE - +		+ - TOTAL DIV. VOLUME - +		+ - TOTAL DIV. CAPACITY - +		+ - TOTAL CONSUMPTIVE USE - +		+ - KW USAGE - +	
	0.040						0.0		

TWN	RNG	SEC	TRACT	LOT	ACRES	PLACE OF USE CODE	DESCRIPTION	COUNTY
05S	15E	31	NW SW	3		04	STOCKWATER	(47) GOODING
05S	15E	31	NW SW	3		43	DOMESTIC	(47) GOODING

+ - - DIVERSION MEANS - WELL AND PUMP

+ - - NON-IRRIGATION USE - D/ 1 HOUSE S/ MIXED

+ - - OTHER RIGHTS FOR SAME USE - NA

	REMARKS
	NO REMARKS FOUND.

+ - - - - - OLD WATER RIGHT NUMBERS - -
NO OLD WATER RIGHT NUMBERS FOUND.

MICROFILMED
OCT 25 1994

WATER RIGHT NUMBER - A37-10688

PREFIX TRANSLATION: ADJUDICATION CLAIM

+ - - - - CONDITIONS OF APPROVAL - - - - -
NO CONDITIONS OF APPROVAL FOUND.

+ - - - - DECREE PLAINTIFF - - - + + - - - - DECREE DEFENDANT - - - + + - DECREE DATE - +
00/00/0000

+ - - AUDIT FIELDS - 07/22/88 CLELLAND 10/03/89 REFUNDML

+ - - - - COMMENTS - - - - -
NO COMMENTS FOUND

+ - - - - ADJUDICATION RIGHTS DATES AND FLAGS AREA - - - - -

COURT REPORT FILING	- 00/00/0000	FIELD INSPECTION MADE	- 00/00/0000	CIVIL CASE NUMBER	- 39576
OBJECTION FILED DATE	- 00/00/0000	FIELD INSPECTION FLAG	-	OLD CASE NUMBER	-
RESPONSE FILED DATE	- 00/00/0000	VERIFIED DATE	- 00/00/0000	OLD JUDICIAL DISTRICT	-
CLAIM RECEIVED DATE	- 07/22/1988	LAST AMENDED DATE	- 00/00/0000	TEMPORARY RIGHT	- P
PROOF DUE DATE	- 00/00/0000	PROOF MADE DATE	- 00/00/0000	WATER DISTRICT	-
LICENSED DATE	- 00/00/0000	RECEIPT NUMBER	- S001061	FEDERAL/STATE INDICATOR	- S
CLAIMS TAPE ERROR FLG	-	POU OWNERSHIP FLAG	- Y	PRESUMPTION FLAG	-
FEE EXEMPT FLAG	-	NAME CONNECTOR	- DR	NOTICE OF ERROR FLAG	-

RPO5515E315774A

DATA ENTRY

ENTERED 12-21-93 MS

CHECKED 4-6-94 Z

"Verified By"
Topo Map/Catho-PQ
ASCS Map
Watermaster Records
NAPP Photos
Field Exam
Other (See Remarks)
County Records
Witness Statement
Project Records
IDWR Records

VERIFIED
FEB 14 1992

CERTIFIED
MAR 24 1992
WATER EXAMINER