

AJ5856NP

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

DATE: OCT-24-1997
PAGE: A-642

RIGHT NUMBER: 37-11101

NAME & ADDRESS: HELEN K PIATT
1922 E 1700 S
GOODING ID 83330

MIKE G SLIMAN
PO BOX 481
GOODING ID 83330

SOURCE: GROUNDWATER

QUANTITY: 0.06 CFS

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

PRIORITY DATE: 06/15/1940

POINT OF DIVERSION: T05S R15E S29 SWSWSW Within GOODING County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 2 HOMES	01-01 12-31	0.06 CFS

PLACE OF USE: DOMESTIC Within GOODING County
T05S R15E S29 SWSW

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. 05S15E290600A

D
7-29-98

Claim proofread by: KT
Date: 11-03

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: A37-11101
Date Received: 8/25/1988
Receipt No: S001720
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: HELEN K. PIATT 208-934-5987
Address: 1922 E. 1700 S.
GOODING, ID 83330

OR

Name: MIKE G. SLIMAN 208-934-5403
Address: P.O. BOX 481
GOODING, ID 83330

2. Date of Priority: JUN 15, 1940

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	29	SW	SW	SW		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	0.060		

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

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/ 2 HOUSES

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05S	15E	29	SW	SW		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:
NONE

14. Remarks:
WELL IS ON PIATT PROPERTY AND SERVES TWO HOUSES.

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: 10

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): Helen K. Piatt Date: 8/25/88

Date: _____

State of Idaho

County of Twin Falls)
SS.

Subscribed and sworn (or affirmed) before me this 25th day
of August 19 88

Roxanne Storey
Notary Public

Seal

Residing at Buhl, Id
My Commission Expires 6-30-94

T55 15BBM Sect 29

SW 1/4 SW 1/4 SW 1/4

(4)

Floyd P. DeWitt

00100 000 004A

675'

(3)

TAX 4

Salome Thompson

% Keith
Tolzin

00100 000 002A

(2)

722'

Elizabeth
Slinson

% Helen Piatt

00100 000 001A

TAX 5-A
SOPHIA IA
Burrows

00100 000 001E

TAX 3

00100 000 001B

Tax 14

Rhys H.
Cheney

TAX 9

Helen
Piatt

00100 000 001D

P/u

121.1'

(1)

TAX 8

Helen Piatt

SW 1/4 SW 1/4 SW 1/4

191.6'

00100 000 001C

P/u

P/O

270'

191.6'

S

MICROFILMED
FEB 25 1993

A37-11101

WHEREAS, Peter E. Sliman, John F. Sliman, Andrew I. Sliman, Annjeanette Sliman, and Paul W. Sliman have an undivided one-half interest in the above described real property upon the termination of the life estate now held by Elizabeth J. Sliman, and

WHEREAS, the estate of Farris Sliman, deceased, is the owner of the following described real property situate in Gooding County, Idaho, to-wit:

That part of Lot 1, Big Wood River Acreage, according to the plat thereof on file in the office of the County Recorder of Gooding County, Idaho, described as follows:
Beginning at a point on the South line of Lot 1, 933.31 feet East of the Southwest corner of Lot 2.
Thence East along South line of Lot 1, 27.99 feet;
Thence N 0° 14' W 812.1 feet;
Thence S 62° 58' W 336.0 feet, more or less, to a point 699.6 feet East of said West line of Lot 4.
Thence S 0° 14' E 451.29 feet, more or less, to a point 200.71 feet North of said South line of Lot 1.
Thence East parallel with South line of Lot 1, 233.71 feet;
Thence South 208.71 feet to the point of the beginning.

WHEREAS, Frank Lewis and Doris Lewis, husband and wife, are desirous of purchasing from the Sellers the following described real property situate in Gooding County, Idaho, to-wit:

N 1/4 NE 1/4 and N 1/4 NW 1/4, Section 32, Township 5 South, Range 15 E 8M.

WHEREAS, Tom Platt and Helen Platt, husband and wife, are desirous of purchasing from the Sellers the following described real property situate in Gooding County, Idaho, to-wit:

That part of Lot 1, Big Wood River Acreage, according to the plat thereof on file in the office of the County Recorder of Gooding County, Idaho, described as follows:
Beginning at a point on the South line of Lot 1, 1011.3 feet East of the Southwest corner of Lot 2.
Thence N 4° 14' W 312.1 feet;
Thence N 62° 26' E 71.1 feet;
Thence N 31° 0' W 150 feet;
Thence N 41° 47' E 121.1 feet to East line of Big Wood River Acreage.
Thence South along said East line 1022.5 feet, more or less, to the Southeast corner of Lot 1;
Thence West along South line of Lot 1, 285.7 feet to the point of the beginning.

AND

That part of Lot 1, Big Wood River Acreage, according to the plat thereof on file in the office of the County Recorder of

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AND

That part of Lot 1, Big Wood River Acreage, according to the plat thereof on file in the office of the County Recorder of Gooding County, Idaho, described as follows:

Beginning at a point on the South line of Lot 1, 933.31 feet East of the Southwest corner of Lot 2,

Thence East along South line of Lot 1, 77.99 feet;

Thence N $0^{\circ} 14'$ W 812.1 feet,

Thence S $62^{\circ} 58'$ W 336.0 feet, more or less, to

a point 699.6 feet East of said West line of Lot 4;

Thence S $0^{\circ} 14'$ E 451.29 feet, more or less, to a

point 208.71 feet North of said South line of

Lot 1,

Thence East parallel with South line of Lot 1,

233.71 feet,

Thence South 208.71 feet to the point of the

beginning.

WHEREAS, Lester Sliman and Adele Sliman, husband and wife, are the owners of real property in Section 29, Township 5 South, Range 15 EBM from which land waste water drain, and subsequently accumulated and used upon the above described land owned by Sel en and on land owned by Leland Burrows and Sophia Burrows, husband and wife, and

WHEREAS, all of the said parties wish to enter into an agreement for the improvements, maintenance and preservation of a community irrigation system for the mutual enjoyment, use and benefit of all of the parties as follows:

Lester Sliman and Adele Sliman, husband and wife, hereby agree to allow all waste water naturally existing on property owned by them located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, and SE $\frac{1}{4}$ SW $\frac{1}{4}$ all in Section 29, Township 5 South, Range 15 EBM, and to dump into what is known as an open waste ditch approximately 1295 feet in length, and which said waste ditch is more accurately located and described in that certain property survey dated September 13, 1968 with a revision date of September 15, 1968 a copy of which is attached hereto and made a part of this Agreement and to which reference is hereby made. Lester Sliman and Adele Sliman further agree to maintain and clean said ditch in a proper manner and to keep same free from noxious weeds and debris to a point where said open waste ditch dumps into a 15 inch pipeline.

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Lester Sliman and Adele Sliman reserve the right to continue pumping out of said open waste ditch and the right to move the pump to a better location, so long as the water pump by Lester Sliman and Adele Sliman, is not removed from the area which feeds into said open waste ditch.

II

Frank Lewis and Doris Lewis, husband and wife, agree to maintain the said 15 inch pipeline from the point where said pipeline receives the water from the open waste ditch and to a point where said 15 inch pipeline flows into a 12 inch pipeline and into a gathering pond located in the Northeast corner on the property to be purchased by Tom Platt and Helen Platt, husband and wife, all of which is more fully described and located on the attached survey. Frank Lewis and Doris Lewis, husband and wife, further agree to install and maintain a water pumping system in said gathering pond and to pump said water from the waste pond through a 12 inch pipeline to a concrete stand pipe, as is described in the attached survey, and to construct and maintain from said stand pipe a 2 inch pipeline extending 132 7 feet West of said stand pipe. All silt collected in the gathering pond will not be dumped on the land described in Paragraph No. 4, unless consent is obtained from Tom Platt and Helen Platt, husband and wife.

III

It is understood and agreed that Lester Sliman and Adele Sliman, husband and wife, in consideration of the mutual covenants and conditions contained herein, will divert from a turnout located approximately 10 feet South of the stand pipe described in Paragraph No. 4 above, sufficient amounts of water at reasonable times as is required by them to be used upon approximately 3 acres now owned by Lester Sliman and Adele Sliman in the Southwest corner of the SE 1/4 SW 1/4 Section 29, Township 3 South, Range 15, EBM.

IV

It is understood and agreed that Tom Platt and Helen Platt, husband and wife,

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IV

It is understood and agreed that Tom Platt and Helen Platt, husband and wife, in consideration of the mutual covenants and conditions contained herein, will divert from a turnout located approximately 132.17 feet west of the stand pipe described in Paragraph No. 2 above, sufficient amounts of water at reasonable times or is required by them to be used upon the following described real property, to-wit:

That part of Lot 1, Big Wood River Acreage, according to the plat thereof on file in the office of the County Recorder of Gooding County, Idaho, described as follows:
Beginning at a point on the South line of Lot 1, 1011.3 feet East of the Southwest corner of Lot 2;
Thence N 0° 14' W 812.1 feet;
Thence N 62° 26' E 71 feet;
Thence N 31° 0' 170 feet;
Thence N 81° 47' E 121.1 feet to East line of Big Wood River Acreage;
Thence South along said East line 1022.5 feet, more or less, to the Southeast corner of Lot 1;
Thence West along South line of Lot 1, 285.7 feet to the point of the beginning.

AND

That part of Lot 1, Big Wood River Acreage, according to the plat thereof on file in the office of the County Recorder of Gooding County, Idaho, described as follows:
Beginning at a point on the South line of Lot 1, 933.31 feet East of the Southwest corner of Lot 2;
Thence East along South line of Lot 1, 77.99 feet;
Thence N 0° 14' W 812.1 feet;
Thence S 62° 58' W 336.0 feet, more or less, to a point 699.6 feet East of said West line of Lot 4;
Thence S 0° 14' E 451.29 feet, more or less, to a point 208.71 feet North of said South line of Lot 1;
Thence East parallel with South line of Lot 1, 233.7 feet;
Thence South 208.71 feet to the point of the beginning.

V

It is further understood and agreed that Leland Burrows and Sophia Burrows, husband and wife, will take from the turnout located approximately 132.17 feet west of the stand pipe above described, sufficient water at reasonable times to be used by the said Leland Burrows and Sophia Burrows on approximately one acre of real property located in the SW 1/4 SW 1/4, Section 29, Township 5 South, Range 15 EBM, and described as follows, to-wit:

That part of Lot 1, Big Wood River Acreage, according to the plat thereof on file in the office of the County Recorder of Gooding County, Idaho, described as follows:
Beginning at a point on the South line of Lot 1, 699.6 feet East of the Southwest corner of Lot 2;
Thence North 208.71 feet;

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That part of Lot 1, Big Wood River Acreage, according to the plat thereof on file in the office of the County Recorder of Gooding County, Idaho, described as follows:
Beginning at a point on the South line of Lot 1, 699.6 feet East of the Southwest corner of Lot 2;
Thence North 208.71 feet;
Thence East 233.71 feet;
Thence South 208.71 feet to the South line of Lot 1;
Thence West along said South line 233.71 feet to the point of beginning.

VI

It is understood and agreed that Frank Lewis and Doris Lewis, husband and wife, in consideration of the mutual covenants and agreements contained herein, will divert from the turnout located 132.7 feet west of said stand pipe or from the turnout used by Lester Stiman and located 16 feet Southwesterly of said stand pipe, and is more fully located and described in the attached survey, sufficient water at reasonable times and to divert and use said water on the real property located in the NW $\frac{1}{4}$, NE $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$, Section 32, Township 5 South, Range 15 EBM.

VII

It is further understood and agreed that Frank Lewis and Doris Lewis, husband and wife, are to have the right of ingress and egress on any of the real property above described upon which is located any of this irrigation system for the purpose of maintaining, improving or repairing any portion of said irrigation system for which they are responsible.

VIII

It is further understood and agreed that Tony Platt and Helen Platt, husband and wife, upon the completion of the purchase of property above described, will be the owners of eleven (11) shares of capital stock of the Big Wood Canal Company and that each year the Platts will pay the annual operation and maintenance charges for the delivery of Big Wood Canal Company water and will each year execute the necessary instruments so that the use of said water may be leased to Lester Stiman and Asaie Stiman, husband and wife.

IX

It is further understood and agreed that Leland Burrows and Sophia Burrows, husband and wife, are the owners of one (1) share of stock in the Big Wood Canal

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IX

It is further understood and agreed that Leland Burrows and Sophia Burrows, husband and wife, are the owners of one (1) share of stock in the Big Wood Canal Company, and that each year the Burrows will pay the annual operation and maintenance charges for the delivery of Big Wood Canal Company water and will each year execute the necessary instruments so that the use of said water may be leased to Lester Sliman and Adele Sliman, husband and wife.

X

It is understood and agreed that each year the Patts and the Burrows pay the annual operation and maintenance charges of the Big Wood Canal Company and American Falls Reservoir District #2 that Lester Sliman and Adele Sliman, husband and wife, will pay to Frank Lewis and Doris Lewis, husband and wife, a sum equal to the operation and maintenance charges paid by Patts and Burrows.

XI

X
It is further understood and agreed that on the real property above described to be purchased by the Patts that there now exists a well used to supply domestic water to the Patts and to supply domestic water to a residence located on the property to be purchased by the Lewises and it is agreed that the said Tom Patti and Helen Patti husband and wife, and Frank Lewis and Doris Lewis, husband and wife, shall enjoy joint ownership of said well, and each is to be responsible for one-half of the costs for the maintenance and repair of said domestic well together with the costs of maintaining and replacing a domestic pipeline extending a distance of 205 feet West of said well, and that Frank Lewis and Doris Lewis shall have the right of ingress and egress to enter upon said real property to make such necessary and required repairs and to maintain said domestic water system.

Mike Sliman + Murda Sliman - current purchaser

The terms and conditions of this Agreement shall extend to and be binding upon the heirs, administrators, executors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year in this Agreement first above written.

A37-11101

NOTARIAL

Idaho
Gooding
September 14 1968
Frank Lewis, Doris Lewis, Lester Sliman and Adele Sliman
they are the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same
Notary Public for the State of Idaho
Gooding, Idaho

STATE OF IDAHO
County of Blaine
On this 14th day of September, 1968, before me the undersigned notary public in and for said state, personally appeared JOHN F. SLIMAN and MARCIENNE SLIMAN husband and wife, known to me to be the persons whose names are subscribed to 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

STATE OF Idaho
County of Blaine SS.
On this 14th day of October, 1968, before me the undersigned notary public in and for said state, personally appeared JOHN F. SLIMAN and MARCIENNE SLIMAN husband and wife, known to me to be the persons whose names are subscribed to 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 for the State of Idaho
Residing at Blaine, Idaho
1968-10-14 1977

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IN WITNESS WHEREOF, the said parties have hereunto set their hands the
day and year in this Agreement first above written.

Elizabeth J. Sloman
Elizabeth J. Sloman

Frank Lewis
Frank Lewis

Elizabeth J. Sloman, Guardian of the
Estate and Person of Andrew Sloman,
Antjeanette Sloman and Paul N. Sloman

Doris Lewis
Doris Lewis

Elizabeth J. Sloman, Administrator With
Will Annexed of the Estate of Paul N.
Sloman, Deceased

Edmund
Edmund

Edmund
Edmund

Peter E. Sloman
Peter E. Sloman

Lucia Sloman
Lucia Sloman

John F. Sloman
John F. Sloman

Asela Sloman
Asela Sloman

Letitia Burrows
Letitia Burrows

Sophia Burrows
Sophia Burrows

Witness

Reading

September

1968

437-11101

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



Chas. M. B. S.
Notary Public for said state
Residing at Gooding, Idaho.

STATE OF IDAHO)
County of Gooding) SS.

On this 21st day of October, 1968, before me the undersigned notary public in and for said state, personally appeared ELIZABETH J. SLIMAN, a widow, and ELIZABETH J. SLIMAN, guardian of the estate and persons of Andrew I. Sliman, Annjeanette Sliman and Paul W. Sliman; TOM PIATT and HELEN PIATT, husband and wife; and LELAND BURBOWS and SOPHIA BURBOWS, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and each 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.



Chas. M. B. S.
Notary Public for said state
Residing at Gooding, Idaho.

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