

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 47-12230
Date Received: 12/14/1988
Receipt No: S004457
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

WILLIAM BAGGS Phone: (208)543-4238
1672 E 4300 N
BUHL ID 83316

SUSAN M BAGGS Phone: (208)543-4238
1672 E 4300 N
BUHL ID 83316

2. Date of Priority: 10/01/1938

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
09S	14E	24	SE NE SE	TWIN FALLS	

5. Description of diverting works:

50'X8" WELL, 5HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/01	11/15	0.76	

7. Total Quantity Appropriated is:
0.76 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
09S	14E	24	NE	SE	IRRIGATION	38
					Section Acres	38
					Total Acres	38

11. Place of use in counties: TWIN FALLS

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

WELL SUPPLIES SUPPLEMENTAL WATER.

15. Basis of Claim: Beneficial Use

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

RECEIVED
 10/15/2006
 DEPT. OF WATER RESOURCES
 SOUTHERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
47-12230					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

EUGENE MENDINI

4. New Owner/Claimant(s)

William E. BAGGS III

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

1672 E 4300 N

City, State and ZIP Code

Buhl Id. 83316

New Telephone Number

(208) 543-4238

5. Date you acquired the property

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) Wm E Baerger
(include title if applicable) _____

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

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

TWIN FALLS COUNTY
RECORDED FOR:
FIRST AMERICAN TITLE CO
4:39:02 pm 05-08-2006
2006-011063
NO. PAGES: 1 FEE: \$3.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: CHICE



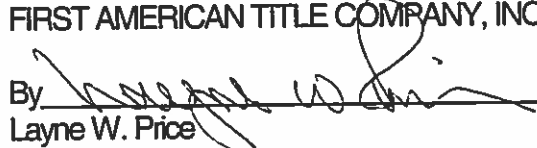
Order No.: TR4784

DEED OF RECONVEYANCE

FIRST AMERICAN TITLE COMPANY, INC., as TRUSTEE in that certain Deed of Trust, dated **AUGUST 26, 2002**, executed by **WILLIAM E. BAGGS, III, AND SUSAN M. BAGGS, HUSBAND AND WIFE**, as GRANTOR, and **EUGENE MENDINI AND MARJORIE MENDINI, HUSBAND AND WIFE**, as BENEFICIARY, and recorded on **AUGUST 26, 2002** as Instrument No. **2002-017295**, of Mortgage Records of TWIN FALLS County, Idaho, pursuant to the written request of the BENEFICIARY does hereby GRANT AND RECONVEY unto the PARTIES ENTITLED THERETO, without warranty, all the estate and interest derived to it by, through and under said Deed of Trust, in the real property therein described.

IN WITNESS WHEREOF, the said TRUSTEE has caused its corporate name to be hereunto subscribed by its Vice-President in pursuant to a resolution authorizing the execution of this reconveyance heretofore duly adopted by its Board of Directors, all as of this 8 day of May, 2006.

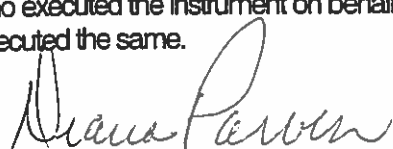
FIRST AMERICAN TITLE COMPANY, INC.

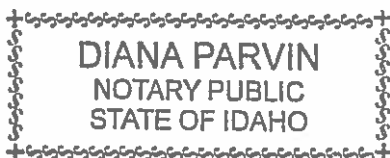
By 
Layne W. Price
Vice-President

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)
 : ss
COUNTY OF TWIN FALLS)

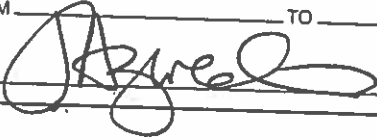
On May 8, 2006, before me, a Notary Public in and for said State, personally appeared Layne W. Price known or identified to me to be the Vice-President of the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.


Notary Public of Idaho
Residing at Jerome
Commission Expires: 07/28/09



First American

RECEIPT

DATE	5/8/06	No.	250659
RECEIVED FROM	William Baggett		\$4500
☐ FOR RENT		Reconveyance Fee	
☐ FOR		DOLLARS	
ACCOUNT		☒ CASH	FROM
PAYMENT		☐ CHECK	TO
BAL. DUE		☐ MONEY ORDER	BY
			
			1182

DEED OF TRUST NOTE

\$31,793.05

August 26, 2002

For Value Received, I, we, or either of us promise to pay to the order of EUGENE MENDINI and MARJORIE MENDINI, husband and wife, the principal sum of THIRTY-ONE THOUSAND SEVEN HUNDRED NINETY-THREE AND 05/100 DOLLARS (\$31,793.05) in lawful money of the United States of America, with interest thereon at the rate of eight percent (8%) per annum from February 26, 2002, payable as follows:

1. \$7,009.80 on March 18, 2003.
2. \$7,009.80 on March 18th of each and every year thereafter until full payment of the principal and all accrued interest is paid in full.

and if not so paid, the unpaid balance of principal sum to bear interest at eight percent (8%) per annum from the date any monthly or other payment becomes delinquent and during delinquency. Said installments to be applied first to the payment of interest at said annual rate calculated upon the unpaid balance of principal and second in reduction of principal.

The maker hereof may repay any or all sums due hereunder at any time without prior notice to the holder and without penalty or premium of any kind.

In case of failure to pay any installment when same shall become due, the holder at his option, may declare the whole principal hereof as immediately due and payable. In case this note is collected by an attorney, either with or without suit, the undersigned hereby agrees to pay a reasonable attorney's fee.

This note is secured by a deed of trust of even date executed by the undersigned on certain real property described therein.

The undersigned hereby waive presentment, protest, and notice.

William E. Baggs III
WILLIAM E. BAGGS, III

Susan M. Baggs
SUSAN M. BAGGS

TF32274

DEED OF TRUST

THIS DEED OF TRUST, made this 26th day of August, 2002, between WILLIAM E. BAGGS, III, and SUSAN M. BAGGS, husband and wife, herein called GRANTOR, whose address is 1672 East 4300 North, Buhl, Idaho, 83316, FIRST AMERICAN TITLE COMPANY, INC., herein called TRUSTEE, and EUGENE MENDINI and MARJORIE MENDINI, husband and wife, whose address is 4337 North 1500 East, Buhl, Idaho, 83316, 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 Twin Falls, State of Idaho, consisting of not more than FORTY acres in area, described as follows:

The Northeast Quarter of the Southeast Quarter of Section 24, Township 9 South, Range 14, East Boise Meridian.

~~TOGETHER with all water and water rights appurtenant thereto.~~

~~SUBJECT to all existing easements and/or rights of way.~~

EXCEPTING the following two parcels located in the Northeast corner of the Northeast Quarter of the Southeast Quarter of said Section 24 as follows:

Parcel One:

A tract of land in a portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, Township 9 South, Range 14 East of the Boise Meridian, Twin Falls County, Idaho described as commencing at a point 25 feet West and 150 feet South from the East Quarter corner of said Section 24:
THENCE in a Westerly direction 50 feet, parallel with the Northerly property line fence of said property to a point;
THENCE in a Southerly direction 30 feet to a point;
THENCE in an Easterly direction 50 feet to a point in the West right of way line of a North-South County road;
THENCE in a Northerly direction along said right of way line 30 feet to the point of beginning.

Parcel Two:

A tract of land in a portion of the SE $\frac{1}{4}$ of Section 24, Township 9 South, Range 14 East, Boise Meridian, Twin Falls County, Idaho, being more particularly described as follows:

Commencing at the E $\frac{1}{4}$ corner of said Section 24, said point being in the centerline of a north-south county road (blacktop); thence in a westerly direction 25 feet to the true point of beginning in the west right of way line of said north-south county road;
THENCE in a westerly direction 50 feet along the northerly property line fence of the subject property to a point;
THENCE in a southerly direction 150 feet to a point;
THENCE in an easterly direction 50 feet to a point in the said west right of way line;
THENCE in a northerly direction 150 feet along the said west right of way line to the point of beginning.

Twin Falls County, Idaho

Recorded for:
FIRST AMERICAN TITLE CO.

03:59pm Aug. 26, 2002
2002-017295

No. of Pages: 3 Fee: \$9.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: CN

TOGETHER WITH all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and 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:

1. Performance of each agreement of grantor herein contained.
2. Payment of the indebtedness evidenced by a promissory note, of even date herewith, and any extension or renewal thereof, in the principal sum of THIRTY-ONE THOUSAND SEVEN HUNDRED NINETY-THREE AND 05/100 Dollars, (\$31,793.05) payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, to be finally due and payable March 18, 2011.
3. 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 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 loans, advances or expenditures 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 do to 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 facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons 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 any 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 expenses 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 the Beneficiary under the Deed of Trust, 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 payments of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight percent 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 copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

GRANTORS:

William E. Baggs, III
WILLIAM E. BAGGS, III

Susan M. Baggs
SUSAN M. BAGGS

STATE OF IDAHO)
)ss.
COUNTY OF TWIN FALLS)

On this 26th day of August, 2002, before me the undersigned, personally appeared WILLIAM E. BAGGS, III, and SUSAN M. BAGGS, husband and wife, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Jeannie Azevedo
Notary Public of Idaho
Residing at: Buhl, ID
Commission Expires: 5/26/06

JEANNIE AZEVEDO
NOTARY PUBLIC
STATE OF IDAHO

SCANNED

MAR 25 1988

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: A47-12230
Date Received: 12/14/1988
Receipt No: S004457
Received By:

COPY

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

208-543-6043

1. Name: EUGENE MENDINI
Address: RT 4 CLEAR LAKES GRADE 4337
BUHL, ID 83316

2. Date of Priority: OCT 01, 1938

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
09S	14E	24	SE	NE	SE		TWIN FALLS

5. Description of diverting works:
50'X8" WELL, 5HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/01	11/15	0.760		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	14E	24	NE	SE		IRR	38.0
						Section Acres	38.0
						Total Acres	38.0

A47-12230

Page 1

Date: 12/14/88

MICROFILMED

MAR 12 1993



1 MILE

R14E

R15E

THOUSAND SPRINGS, IDAHO
N4237.5-W11445/7.5
1974

ADVANCE PRINT

~~REDACTED~~ ~~REDACTED~~

254-6

MICROFILMED

MAR 12 1993

6/9/94

COMMUNICATION DOCUMENTATION

Claim No. A47-12230

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

January 18, 1995 11:48am

NAME:

GENE MENDINI

CAMEIN

RE:

PROOF OF PRIORITY

HE HAD QUESTIONS ON THE REQUEST FOR PROOF WHICH I EXPLAINED AND PROVIDED EXAMPLES OF WHAT MIGHT WORK AS EVIDENCE. HE DECIDED HE COULD GET SOME AFFIDAVITS FROM THE NEIGHBORS AND I GAVE HIM A BLANK FORM TO USE.

HE GAVE ME THE HISTORY OF THE MENDINI TUNNEL WHICH IS THE SOURCE OF WATER FOR HIS WELL. TUNNEL WAS DUG BY TFCC TO DRAIN SEEP AREAS NEAR CLEAR LAKES ROAD.

CLAIM: A47-12230

NOV 28 1996

1/23/95

EUGENE MENDINI
Rt. 4
Buhl Id. 83316

In the year 1950 Idaho Power Company built a power line to the address of
1485E 4340N This information is recorded on Idaho Power plat map #2-2929-3
In reference to work order #BV782-50.

Idaho Power Company

RECEIVED

MAR 13 1995

Department of Water Resources
Southern Region

NOV 28 1996

A47-12230

6/9/94

COMMUNICATION DOCUMENTATION

Claim No. A47-12230

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

March 13, 1995 1:08pm

NAME:
GENE MENDINI

CAMEIN

RE:
PROOF

HE GOT TIRED OF TRYING TO CALL IN AND DECIDED TO COME IN. HE DROPPED OFF SOME POWER RECORD INFOR SHOWING WHERE THE PUMP SERVICE WAS INSTALLED... NO DOMESTIC IS LOCATED HERE ONLY THE IRRIGATION PUMP. CLAIM A47-12230

NOV 28 1996



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

GOVERNOR PHILIP E. BATT
Governor PHILIP E. BATT

R. KEITH HIGGINSON
Director

January 10, 1995

A47-12230
EUGENE MENDINI
RT 4 CLEAR LAKES GRADE 4337
BUHL ID 83316

RE: Evidence of Priority

Dear Claimant:

* RESPONSE DEADLINE *
* MARCH 15, 1995 *

The Notice of Claim identified with the number shown above your name on the mailing label has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates your water usage is based on "Beneficial Use" or a "Statutory Claim". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed. The date of first use, known as the priority date, has not been confirmed by a License, Decree or Permit. The Department will, at a later date, conduct reviews &/or field exams for the claims in your area. Since the priority date of a beneficial use water right can not be confirmed by field examination, proof must be provided by the claimant supporting the priority date claimed.

If you no longer own the property to which the claim is appurtenant please forward this correspondence to the present owner, or return it to the department. If you have received this correspondence from the previous owner of the property it is recommended that you file a Change of Ownership form with the Department in order to receive future mailings and to continue to be a party in the adjudication.

Please find enclosed a computer printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement.

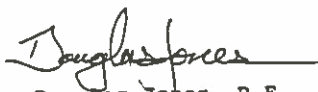
SPECIAL NOTE: The Department will not recommend the Notice be decreed by the court as claimed if no evidence of a priority date is submitted. It will be to your advantage to provide clear and convincing evidence. If you choose to submit statements from individuals as evidence, the statement must be in the form of a

January 10, 1995
page 2

notarized affidavit.

Please submit the required evidence supporting the priority date by March 15, 1995, referencing all documents with the corresponding Notice number. If you have any questions not covered by this letter or the enclosed pamphlet, please contact this office.

Sincerely,


Douglas Jones, P.E.
Water Rights Supervisor

Enc.

NOV 28 1996

12/18/2006

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

RIGHT NUMBER: 47-12230

NAME AND ADDRESS: WILLIAM BAGGS
1672 E 4300 N
BUHL ID 83316

SUSAN M BAGGS
1672 E 4300 N
BUHL ID 83316

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.760 CFS
152.00 AFY

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

PRIORITY DATE: 12/31/1950

POINT OF DIVERSION:
T09S R14E S24 SENESE Within TWIN FALLS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/15 11/15	0.760 CFS 152.00 AFY

PLACE OF USE: IRRIGATION in TWIN FALLS County

T09S R14E S24 NESE 38.00

38 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Use of this right is combined with water from Twin Falls Canal Co.

Source is also known as the Mendini Tunnel.



Idaho Department of Water Resources

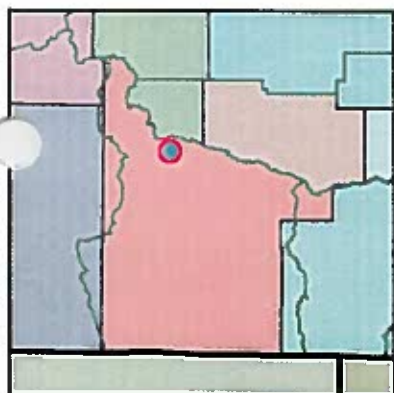
SRBA Recommendation:

47-12230

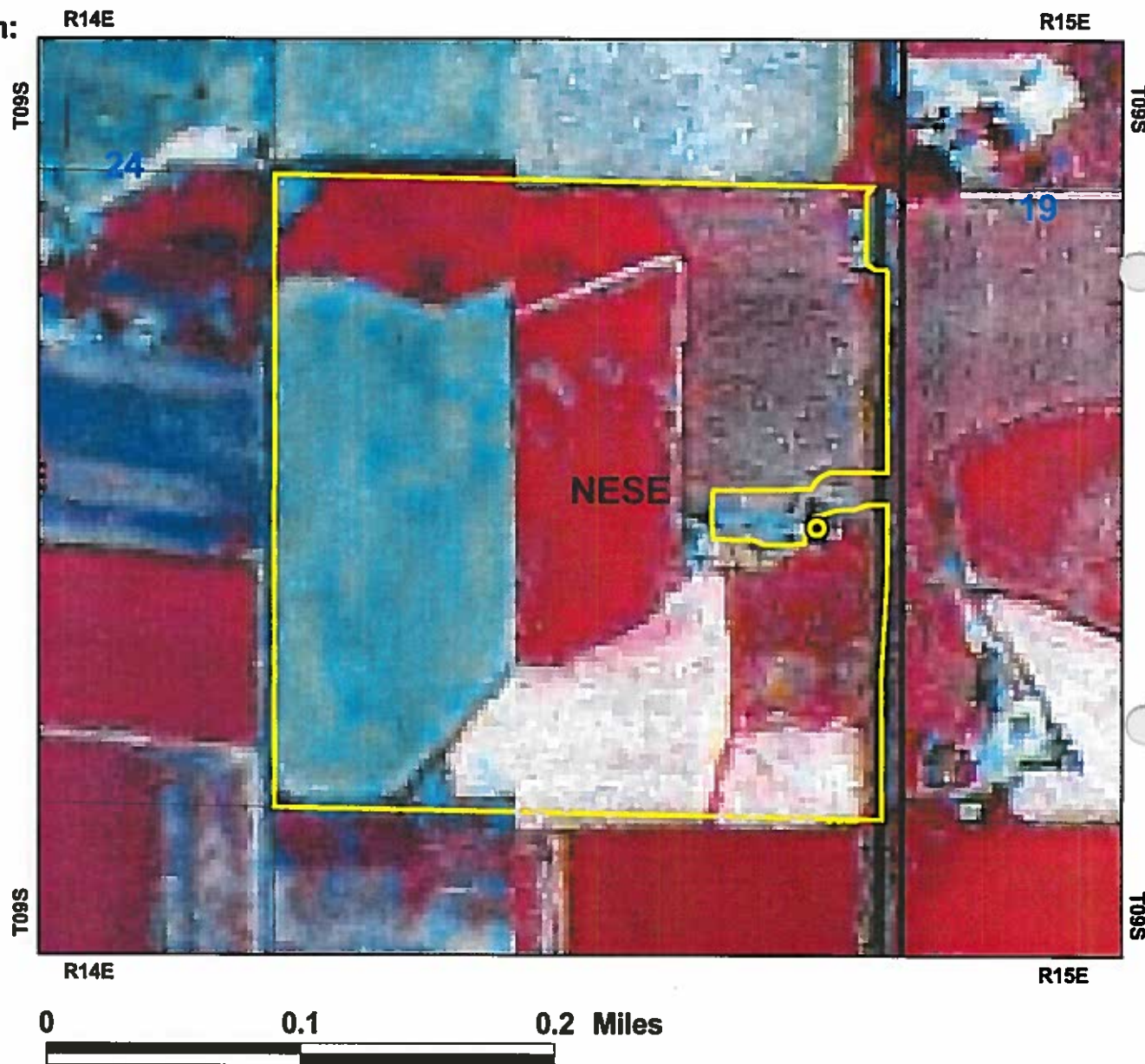
(Irrigation)

Legend

-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters



Twin Falls County
IDWR Basin 47



Prepared by J. Roberts
On Monday, November 6, 2006
1987/88 Aerial Photography

Owner: Eugene Mendini

NOTE: Only one owner is listed. There may or may not be more than this in the IDWR database.

11/09/2006

RECEIVED

NOV 16 2006

DEPT. OF WATER RESOURCES
SOUTHERN REGION

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: November 17, 2006

Water right number: 47-12230

EUGENE MENDINI

CLEAR LAKES GRADE 4337

BUHL ID 83316

Telephone Number: (208)543-6043

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

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

DATE:

11/14/06

SIGNATURE:

WME BAGGS III

Please print your name:

William E BAGGS III

IDWR Regional Office, 1341 Fillmore St, Suite 200, Twin Falls, ID 83301, 2087363033

VERIFIED BY: S. 11/6/06

11/06/2006

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

RIGHT NUMBER: 47-12230

NAME AND ADDRESS: EUGENE MENDINI
CLEAR LAKES GRADE 4337
BUHL ID 83316

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.760 CFS
152.000 AFY

This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

PRIORITY DATE: 12/31/1950

POINT OF DIVERSION:

T09S R14E S24 SENESE Within TWIN FALLS County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/15 11/15

0.760 CFS
152.00 AFY

PLACE OF USE: IRRIGATION in TWIN FALLS County

T09S R14E S24 NESE 38.00

38 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Use of this right is combined with water from Twin Falls Canal Co.

Source is also known as the Mendini Tunnel.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 47-12230 V1

WATER RIGHT NUMBER: 47-12230 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	EUGENE MENDINI CLEAR LAKES GRADE 4337 BUHL, ID 83316 (208)543-6043

Priority Date: 12/31/1950

Basis: Beneficial Use

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	0.760 CFS	152.00 AF
	<u>Total Diversion:</u>	0.760 CFS	152.00 AF

Location of Point(s) of Diversion

GROUND WATER	SE1/4NE1/4SE1/4	Sec. 24, Twp 09S, Rge 14E, B.M.
TWIN FALLS County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	14E	24													38.0				38.0

Total Acres: 38

Conditions of Approval:

1. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
2. S20 Use of this right is combined with water from Twin Falls Canal Co.
3. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
4. B01 Source is also known as the Mendini Tunnel.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 47-12230 V1

Comments:

1. jroberts 11/6/2006 copied from remarks

Comment: WELL SUPPLIES SUPPLEMENTAL WATER.

2. jroberts 11/6/2006 Basis of Recommendation

Comment: E/P submitted showed power was installed at the location in 1950, standard season of use, diversion rate not measured but at inch per acre which can also supply the volume of 4 AF/ac. $(246 \text{ days} \times 1.98 \times 0.76 = 370 \text{ AF})$

Water Supply Bank:

Reid 11/2005

Instrument No. 217993

ଅନୁସନ୍ଧାନ, ପାର୍ତ୍ତି

General Manager

General Manager

to locate the lines upon which said drainage works shall be

(7) That the owner will protect the tile lines against any and all damage resulting from filling with roots or filling up open outlets, or the king into the tile by surface waters or from any other cause.

deliver gravel and the tile.

, and drill such drainage wells as the Company believes necessary and

αὐτὸν ἵκετο καὶ ἔκρινεν αὐτὸν ὁ ἰσχυρὸς καὶ ὁ δυνατός.

3.

(8) That the successors and assigns of the parties hereto are bound hereby.

IN WITNESS WHEREOF, the first party has set hand and the second party has caused the same to be executed by the hand of its Assistant

By Enrico Mendini

By Otto Mendini

By Luis Mendini

TWIN FALLS CANAL COMPLEX

TWIN FALLS COUNTY

STATE OF IDAHO }
COUNTY OF TWIN FALLS, } ss.

On this 24th day of May, 1929, before me L H Perrine
a Notary Public in and for said County and State, personally appeared ~~W. Q. Ryan~~, known to me to be the person whose name is subscribed
to the within instrument as the Assistant Secretary of the TWIN FALLS CANAL COMPANY, and acknowledged to me that he subscribed the name of
the TWIN FALLS CANAL COMPANY thereto as principal, and his own name as Assistant Secretary.

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

My commission expires 12-21, 1932. L H Perrine

Notary Public.

{ L H Perrine, Notary Public }
{ State of Idaho }

STATE OF IDAHO, }
COUNTY OF TWIN FALLS, } ss.

On this 16th day of May, 1929, before me - - - -
a Notary Public in and for Twin Falls County, State of Idaho, personally appeared Otto Mendini Luis Mendini
and Henri Mendini
being the first parties, to the above and foregoing instrument, known to me to be the persons who subscribed the same as said first parties
and duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16th day of May, 1929.

My commission expires 12-21 1932. L H Perrine

{ L H Perrine, Notary Public }
{ State of Idaho }

Notary Public.

Twin Falls, Idaho.

Filed for record at the request of T F Canal Co

at 3:01 P M

May 24,

1929.

Fees: \$ 1.40

Paid.

Harry C. Parsons

NB

Recorder.
R

SCANNED

MAR 25 2002

Log for claim 47-12230

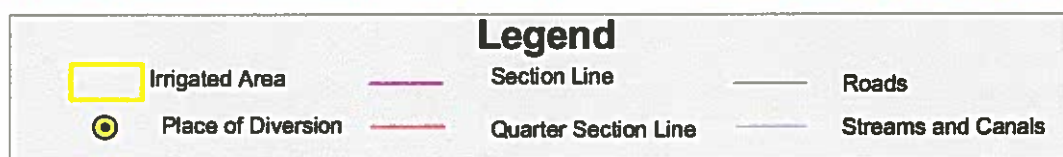
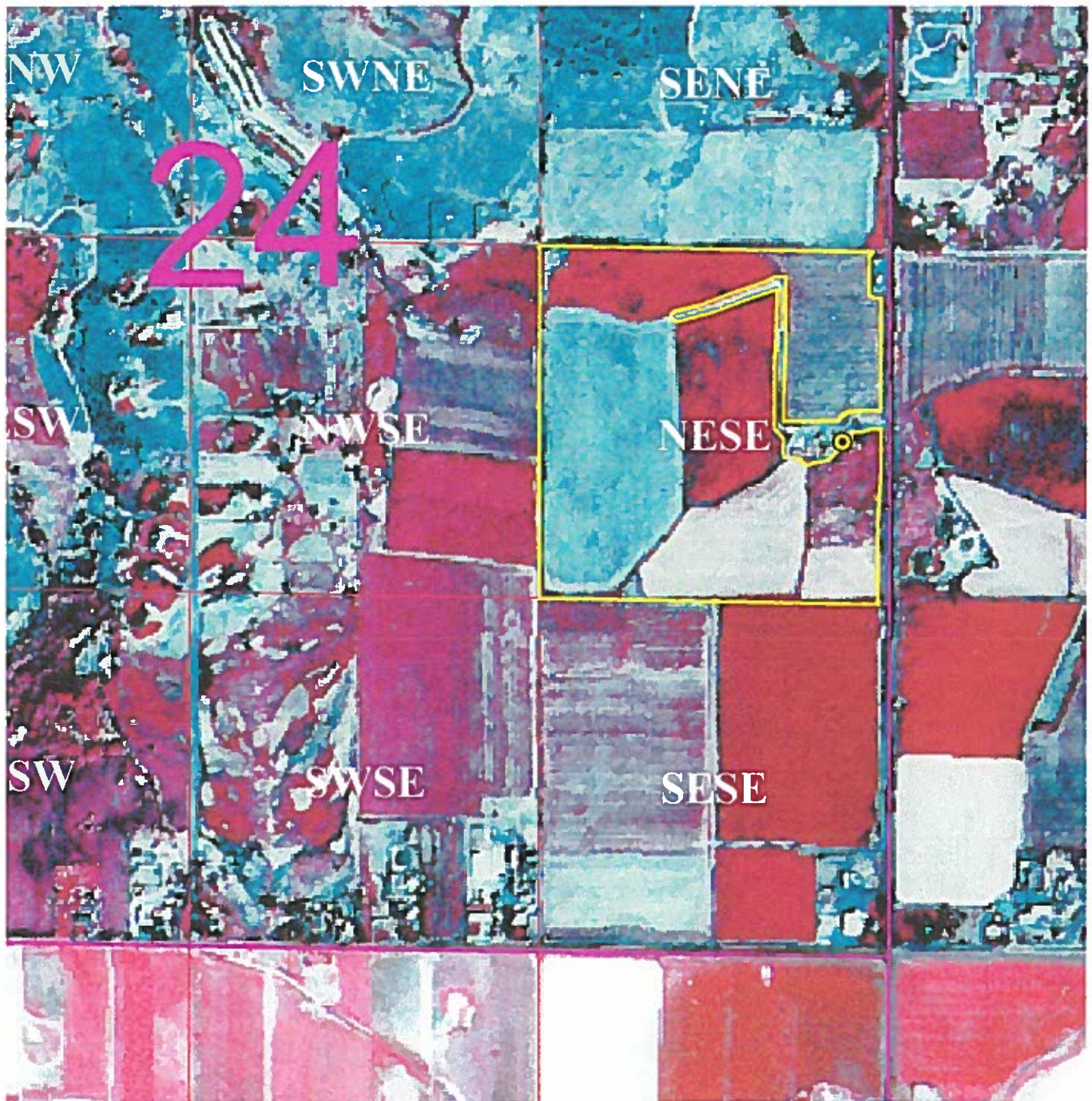
Spatial Dynamics LTD

3/2/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
09s14e	24	NESE	38	36	
Totals:			38	36	

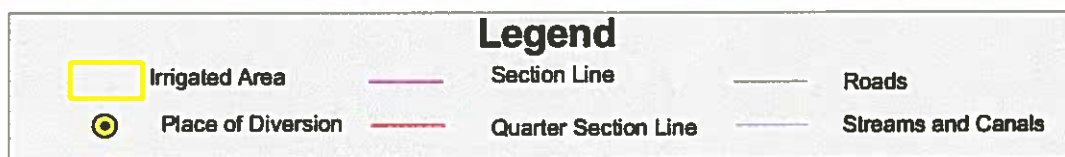
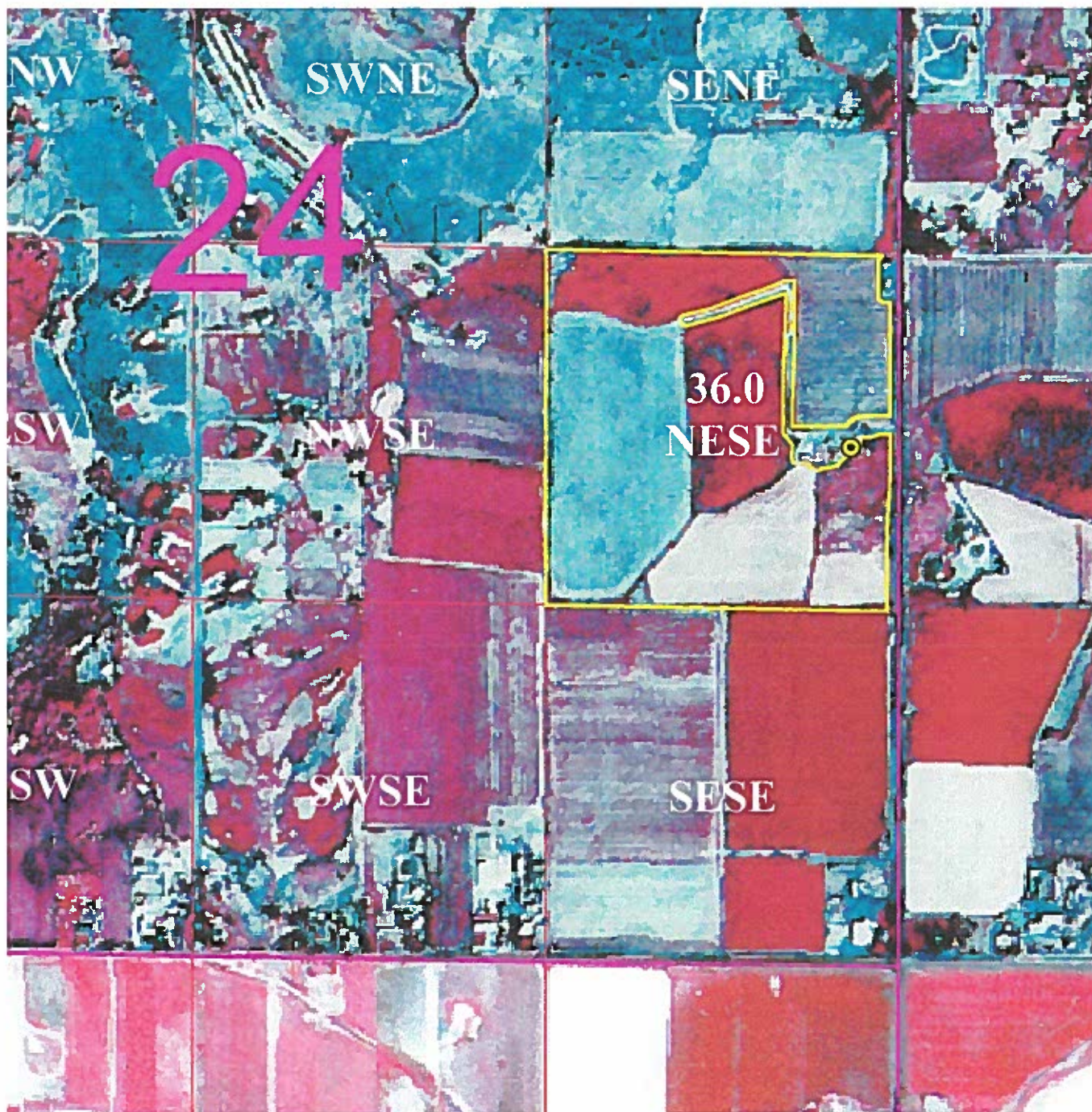
Water Right Claim Number 47-12230
Township , 9S14E

03/02/2001



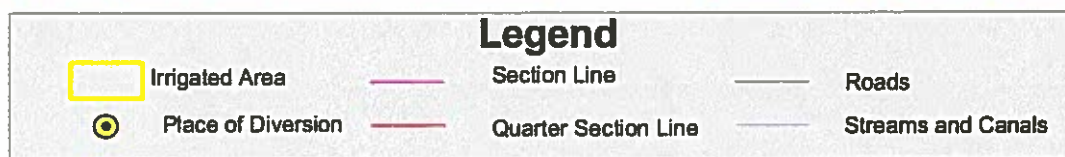
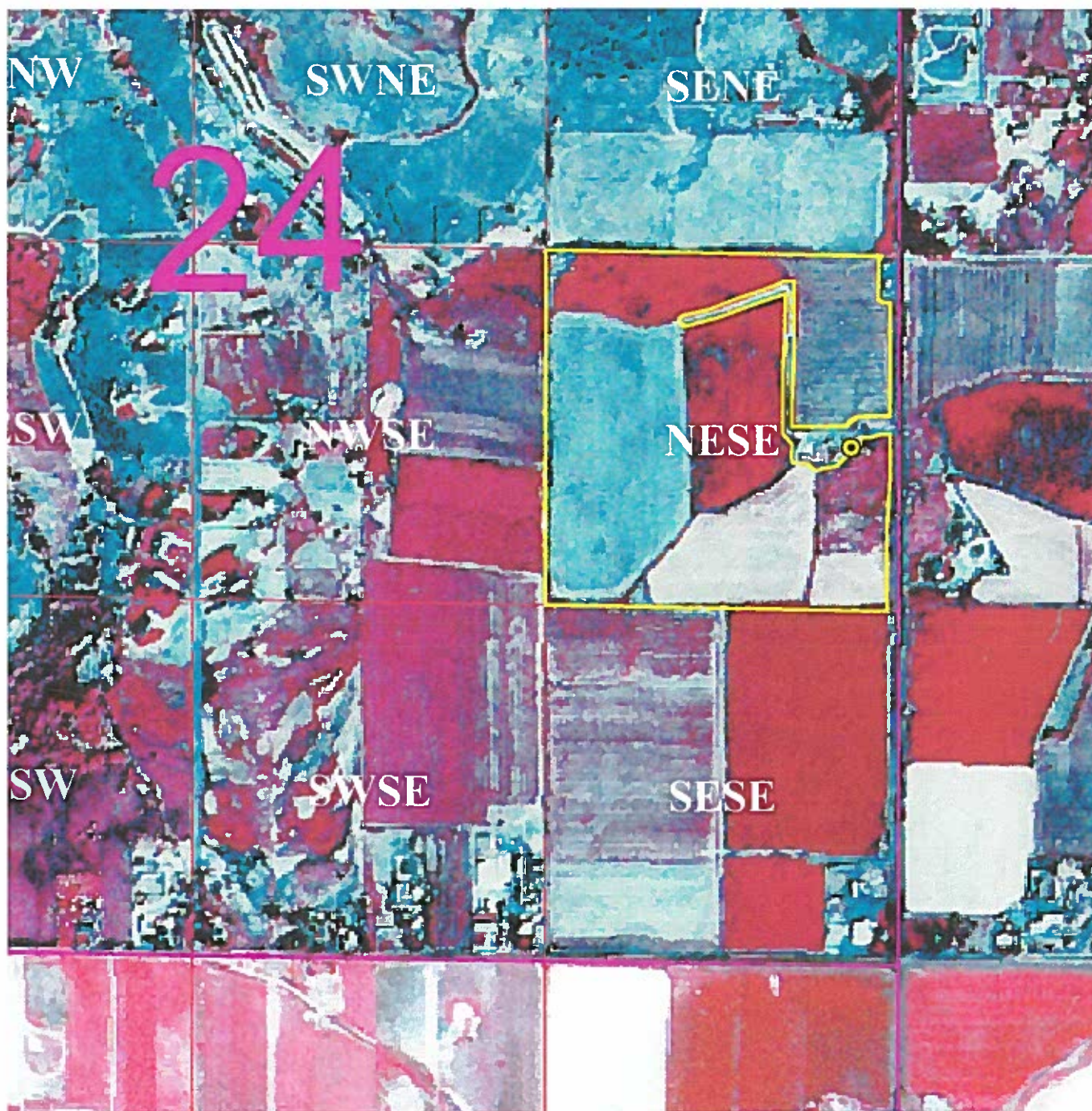
Water Right Claim Number 47-12230
Township , 9S14E

03/02/2001



Water Right Claim Number 47-12230
Township , 9S14E

03/02/2001



AJ5809NP
No. A47-12230

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 01/30/01
PAGE: 246

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	EUGENE MENDINI RT 4 CLEAR LAKES GRADE 4337 BUHL ID 83316 (208) 543-6043	10/01/1938	IRRIGATION	03-01 11-15	0.760 CFS	
TOTAL DIVERSION:					0.760 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T09S R14E S24 SENESE

TWIN FALLS County

Place of use Legal Description for: IRRIGATION

NE																NW				SW				SE																																																											
T	R	S	: Lt Ac		Lt Ac		SWNE		SENE		:	NENW		NWNW		SWNW		SENW		:	NESW		NWSW		SESW		:	NESE		NWSE		SWSE		SESE		:	SUM																																														
																																		:	09S		14E		24		:																																			:	38		:	38.0		:	
																																		:							:																																			:	TOTAL ACRES		:	38.0		:	

POU County: TWIN FALLS

Other Rights: CANAL CO WATER, 25 SHARES

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
47-14622 A47-14622

Other Water Rights Listing Overlapping Place(s) of Use:
A01-0020920 A47-04029

Remarks: GEN WELL SUPPLIES SUPPLEMENTAL WATER.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Audit: 12/14/88 WHITE 03/30/95 POST-STD