

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

RIGHT NUMBER: 22-7287

NAME AND ADDRESS: DAVID V SCHWENDIMAN
2573 N 15000 E HWY 33
NEWDALE ID 83436

VAL E SCHWENDIMAN
9633 E HWY 33
NEWDALE ID 83436

MELANIE SCHWENDIMAN
2573 N 15000 E HWY 33
NEWDALE ID 83436

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 5.120 CFS
2,100.00 AFY

Right Nos. 22-7287 and 22-12656 are limited to a total combined diversion rate of 5.12 cfs.

Use of this right with Right Nos. 22-7210, 22-7271, 22-7287, 22-7313A, 22-7313B, and 22-12656 is limited to a total combined diversion rate of 33.22 cfs and to a total combined annual diversion volume of 13,767.25 AF.

PRIORITY DATE: 01/16/1979

POINT OF
DIVERSION:

T07N R42E S23 SESWSW Within MADISON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	5.120 CFS 2,100.00 AFY
<u>PLACE OF USE: IRRIGATION in FREMONT County and MADISON County</u>		
T07N R42E S21	NENE 7.00	T07N R42E S21 SENE 32.00
T07N R42E S21	NESE 38.00	T07N R42E S22 NENE 14.00
T07N R42E S22	NWNE 14.00	T07N R42E S22 SWNE 39.20
T07N R42E S22	SENE 39.20	T07N R42E S22 NENW 31.00
T07N R42E S22	NWNW 31.00	T07N R42E S22 SWNW 40.00
T07N R42E S22	SENW 40.00	T07N R42E S22 NESW 17.00
T07N R42E S22	NWSW 36.00	T07N R42E S22 NESE 39.00
T07N R42E S22	NWSE 39.00	T07N R42E S23 NWNW 2.80
T07N R42E S23	SWNW 29.00	T07N R42E S23 SENW 3.10
T07N R42E S23	NESW 24.00	T07N R42E S23 NWSW 39.20
T07N R42E S23	SWSW 40.00	T07N R42E S23 SESW 38.00
T07N R42E S23	SWSE 12.00	

644.5 ACRES TOTAL

Place of use does not include federal public lands unless authorized in writing by the managing federal agency.

This right is limited to the irrigation of 600 acres within the place of use described above in a single irrigation season.

The rights listed below are limited to the irrigation of a combined total of 644.5 acres in a single irrigation season. Combined Right Nos.: 22-7287 and 22-12656.

Right Nos. 22-7210, 22-7271, 22-7287, 22-7313A, 22-7313B, and 22-12656 are limited to the irrigation of a combined total of 3933.5 acres in a single irrigation season.

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

Totalizing measuring devices shall be maintained at the point of diversion.

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 - License

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Right No. 22-12656 is an enlargement of this right pursuant to Section 42-1426, Idaho Code.

Right Nos. 22-7287 and 22-12656 are also diverted through point of diversion described above.

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

In Re SRBA

Water Rights: 22-7287 & 22-12656

Case No. 39576

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following Administrative proceeding:

- ☐ Address change
- ☐ Substitution of Party
- ☒ I.C. § 42-222 transfer 74650-Amended
 - ☐ point of diversion ☒ place of use
 - ☐ period of use ☐ nature of use
 - ☐ split of water right ☐ change in ownership
 - ☐ conditions

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

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

DATED: November 4, 2009

Ernest Carlson

Signature of IDWR Representative

NOV 04 2009

CERTIFICATE OF MAILING

I certify that on Nov. 4, 2009, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:

David V Schwendiman	Melanie Schwendiman	Val E Schwendiman
2573 W 15000 E Hwy 33	2573 W 15000 E Hwy 33	9633 E Hwy 33
Newdale ID 83436	Newdale ID 83436	Newdale ID 83436

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:

4. One copy to:

Each party in the subcase, or attorney of record

David V Schwendiman

Milner Irrigation District

Melanie Schwendiman

Represented by:

Val E Schwendiman

Baker Rosholt & Simpson LLP

Val E Schwendiman Farms Inc

113 Main Ave W Ste 303

Canyon Creek Canal Co

PO Box 485

Fremont Madison Irrigation Co

Twin Falls, ID 83303-0485

Represented by:

Jerry Rigby

American Falls Reservoir

25 N 2nd E

Represented by:

PO Box 250

C Thomas Arkoosh

Rexburg ID 83440-0250

301 Main St

PO Box 32

IGWA Inc

Gooding ID

Represented by:

Randall C Budge

North Side Canal Co Ltd

201 E Center Ste A2

Twin Falls Canal Company

PO Box 1391

Represented by:

Pocatello ID 83204-1391

Travis L Thompson

113 Main Ave W, Ste 303

4. One copy to:

Each party in the subcase, or attorney of record (Continued)

A & B Irrigation District

Minidoka Irrigation District

Burley Irrigation District

Represented by:

Represented by:

W Kent Fletcher

Roger D Ling

1200 Overland Ave

615 H Street

PO Box 248

PO Box 396

Burley ID 83318

Rupert ID 83350-0396

5. One copy each to:

Chief Natural Resources Division

Office of the Attorney General

PO Box 44449

Boise ID 83711-4449

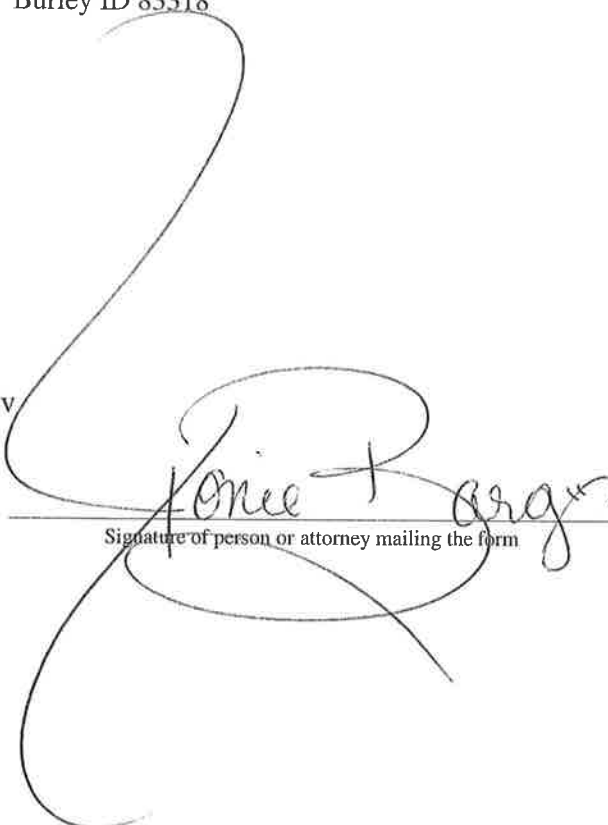
6. One Copy to:

United States Dept of Justice

Environment & Natural Resource Div

550 West Fort Street MSC 033

Boise ID 83724



Signature of person or attorney mailing the form

11/03/2009

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

RIGHT NUMBER: 22-7287

NAME AND ADDRESS: DAVID V SCHWENDIMAN
2573 N 15000 E HWY 33
NEWDALE ID 83436VAL E SCHWENDIMAN
9633 E HWY 33
NEWDALE ID 83436MELANIE SCHWENDIMAN
2573 N 15000 E HWY 33
NEWDALE ID 83436

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 5.120 CFS
2,100.00 AFY

Right Nos. 22-7287 and 22-12656 are limited to a total combined diversion rate of 5.12 cfs.

Use of this right with Right Nos. 22-7210, 22-7271, 22-7287, 22-7313A, 22-7313B, and 22-12656 is limited to a total combined diversion rate of 33.22 cfs and to a total combined annual diversion volume of 13,767.25 AF.

PRIORITY DATE: 01/16/1979

POINT OF
DIVERSION:

T07N R42E S23 SESWSW Within MADISON County

PURPOSE AND
PERIOD OF USE:PURPOSE OF USEPERIOD OF USEQUANTITY

IRRIGATION

04/01 10/31

5.120 CFS
2,100.00 AFY

PLACE OF USE:

IRRIGATION in FREMONT County and MADISON County

T07N R42E S21	NENE	7.00	T07N R42E S21	SENE	32.00
T07N R42E S21	NESE	38.00	T07N R42E S22	NENE	14.00
T07N R42E S22	NWNE	14.00	T07N R42E S22	SWNE	39.20
T07N R42E S22	SENE	39.20	T07N R42E S22	NENW	31.00
T07N R42E S22	NWNW	31.00	T07N R42E S22	SWNW	40.00
T07N R42E S22	SENW	40.00	T07N R42E S22	NESW	17.00
T07N R42E S22	NWSW	36.00	T07N R42E S22	NESE	39.00
T07N R42E S22	NWSE	39.00	T07N R42E S23	NWNW	2.80
T07N R42E S23	SWNW	29.00	T07N R42E S23	SENW	3.10
T07N R42E S23	NESW	24.00	T07N R42E S23	NWSW	39.20
T07N R42E S23	SWSW	40.00	T07N R42E S23	SESW	38.00
T07N R42E S23	SWSE	12.00			

644.5 ACRES TOTAL

SCANNED

Place of use does not include federal public lands unless authorized in writing by the managing federal agency.

This right is limited to the irrigation of 600 acres within the place of use described above in a single irrigation season.

The rights listed below are limited to the irrigation of a combined total of 644.5 acres in a single irrigation season. Combined Right Nos.: 22-7287 and 22-12656.

Right Nos. 22-7210, 22-7271, 22-7287, 22-7313A, 22-7313B, and 22-12656 are limited to the irrigation of a combined total of 3933.5 acres in a single irrigation season.

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

Totalizing measuring devices shall be maintained at the point of diversion.

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 - License

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Right No. 22-12656 is an enlargement of this right pursuant to Section 42-1426, Idaho Code.

Right Nos. 22-7287 and 22-12656 are also diverted through point of diversion described above.

SCANNED

NOV 04 2009

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

RIGHT NUMBER: 22-12656

NAME AND ADDRESS: DAVID V SCHWENDIMAN
2573 N 15000 E HWY 33
NEWDALE ID 83436

MELANIE SCHWENDIMAN
2573 N 15000 E HWY 33
NEWDALE ID 83436

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.380 CFS
73.30 AFY

Use of this right with Right Nos. 22-7210, 22-7271, 22-7287, 22-7313A, 22-7313B, and 22-12656 is limited to a total combined diversion rate of 33.22 cfs and to a total combined annual diversion volume of 13,767.25 AF.

Right Nos. 22-7287 and 22-12656 are limited to a total combined diversion rate of 5.12 cfs.

PRIORITY DATE: 01/17/1979

This water right is subordinate to all water rights with a priority date earlier than April 12, 1994, that are not decreed as enlargements pursuant to Section 42-1426, Idaho Code. As between water rights decreed as enlargements pursuant to Section 42-1426, Idaho Code, the earlier priority right is the superior right.

POINT OF
DIVERSION:

T07N R42E S23 SESWSW Within MADISON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 10/31

0.380 CFS
73.30 AFY

PLACE OF USE:

IRRIGATION in FREMONT County and MADISON County

T07N R42E S21	NENE	7.00	T07N R42E S21	SENE	32.00
T07N R42E S21	NESE	38.00	T07N R42E S22	NENE	14.00
T07N R42E S22	NWNE	14.00	T07N R42E S22	SWNE	39.20
T07N R42E S22	SENE	39.20	T07N R42E S22	NENW	31.00
T07N R42E S22	NWNW	31.00	T07N R42E S22	SWNW	40.00
T07N R42E S22	SENW	40.00	T07N R42E S22	NESW	17.00
T07N R42E S22	NWSW	36.00	T07N R42E S22	NESE	39.00
T07N R42E S22	NWSE	39.00	T07N R42E S23	NWNW	2.80
T07N R42E S23	SWNW	29.00	T07N R42E S23	SENW	3.10
T07N R42E S23	NESW	24.00	T07N R42E S23	NWSW	39.20
T07N R42E S23	SWSW	40.00	T07N R42E S23	SESW	38.00
T07N R42E S23	SWSE	12.00			

644.5 ACRES TOTAL

SCANNED

Place of use does not include federal public lands unless authorized in writing by the managing federal agency.

The rights listed below are limited to the irrigation of a combined total of 644.5 acres in a single irrigation season. Combined Right Nos.: 22-7287 and 22-12656.

Right Nos. 22-7210, 22-7271, 22-7287, 22-7313A, 22-7313B, and 22-12656 are limited to the irrigation of a combined total of 3933.5 acres in a single irrigation season.

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

This right is based upon an enlargement of Right No. 22-7287 pursuant to Section 42-1426, Idaho Code.

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.

Totalizing measuring devices shall be maintained at the point of diversion.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Right Nos. 22-7287 and 22-12656 are also diverted through point of diversion described above.

This right is for an enlargement of 44.5 acres within the place of use described for this right.

SCANNED

NOV 04 2003

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

In Re SRBA

)

Water Rights: 22-7287 & 22-12656

Case No, 39576

)

)

NOTICE OF ADMINISTRATIVE
PROCEEDING

IDWR has received an application for an Administrative proceeding for the above
mentioned water right(s):

The Administrative Proceeding contemplates a change in the water right(s) as indicated below:

☐ Address change

☐ Substitution of Party

☒ I.C. § 42-222 transfer

☐ point of diversion

☒ place of use

☐ period of use

☐ nature of use

☐ split of water right

☐ change in conditions

IDWR projects the Administrative Proceeding shall be completed no later than: Insert ~~Date~~

DATED: 24 April 2009

Ernest Carlson

Signature of IDWR Representative

24 April 2010

SCANNED
MAY 12 2009

CERTIFICATE OF MAILING

I certify that on April 24, 2008, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:
DAVID V SCHWENDIMAN
2573 N 15000 E HWY 33
NEWDALE ID 83436

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:

4. One copy to:

Each party in the subcase, or attorney of record
MILNER IRRIGATION DISTRICT
NORTH SIDE CANAL COMPANY
TWIN FALLS CANAL COMPANY
Represented by:
BARKER, ROSHOLT & SIMPSON LLP
113 MAIN AVE W STE 303
PO BOX 485
TWIN FALLS ID 83303-0485

AMERICAN FALLS RESERVOIR

Represented by:
C THOMAS ARKOOSH
PO BOX 32
GOODING ID 83330

CANYON CREEK CANAL CO
DAVID SCHWENDIMAN
DAVID V SCHWENDIMAN
FREMONT MADISON IRRIGATION
MELANIE SCHWENDIMAN
VAL E SCHWENDIMAN

Represented by:
JERRY R RIGBY
25 N 2ND E
PO BOX 250
REXBURG ID 83440-0250

SCANNED
MAY 12 2009

IGWA INC

Represented by:
RANDALL C BUDGE
201 E CENTER STE A2
PO BOX 1391
POCATELLO ID 83204-1391

A & B IRRIGATION DISTRICT
BURLEY IRRIGATION DISTRICT

Represented by:
ROGER D LING
615 H ST
PO BOX 396
RUPERT ID 83350-0396

MINIDOKA IRRIGATION DISTRICT

Represented by:
W KENT FLETCHER
1200 OVERLAND AVE
PO BOX 248
BURLEY ID 83318

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. One Copy to:

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724



Signature of person or attorney mailing the form

SCANNED
MAY 12 2009

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

In Re SRBA

Water Rights: 22-7287 and 22-12656

Case No. 39576

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following Administrative proceeding:

☐ Address change

☐ Substitution of Party

☒ I.C. § 42-222 transfer 74650

☐ point of diversion

☐ place of use

☐ period of use

☐ nature of use

☐ split of water right

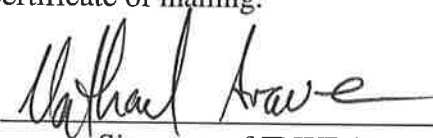
☐ change in ownership

☒ other-update conditions

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

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

DATED: 3/3/2009


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on March 16, 2009, I mailed the original and copies of this form to the following persons, postage prepaid by regular mail and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
PO Box 2707
Twin Falls ID 83303-2707

2. One copy to:

Claimant/Seller for Substitution of Party or attorney of record:

David Schwendiman	Melanie Schwendiman	Val E Schwendiman
2573 N 15000 E Hwy 33	2573 N 15000 E Hwy 33	9633 Hwy 33
Newdale ID 83436	Newdale ID 83436	Newdale ID 83436

3. One copy to:

Claimant/Purchaser for Substitution of Party, or attorney of record:

4. One copy to:

Each party in the subcase, or attorney of record

Milner Irrigation District
North Side Canal Company
Twin Falls Canal Company
Represented by:
Barker, Rosholt & Simpson LLP
113 Main Ave W Ste 303
PO Box 485
Twin Falls ID 83303-0485

American Falls Reservoir
Represented by:
C Thomas Arkoosh
301 Main St
PO Box 32
Gooding ID 83330

A & B Irrigation District
Burley Irrigation District
Represented by:
Roger Ling
615 H Street
PO Box 396
Rupert ID 83350-0396

Canyon Creek Canal Co
David Schwendiman
David V Schwendiman
Fremont Madison Irrigaion
Melanie Schwendiman
Val E Schwendiman
Represented by:
Jerry R. Rigby
25 N 2nd E
PO Box 250
Rexburg ID 83440

IGWA Inc
Represented by:
Randall C Budge
201 E Center, Ste A2
PO Box 1391
Pocatello ID 83204-1391

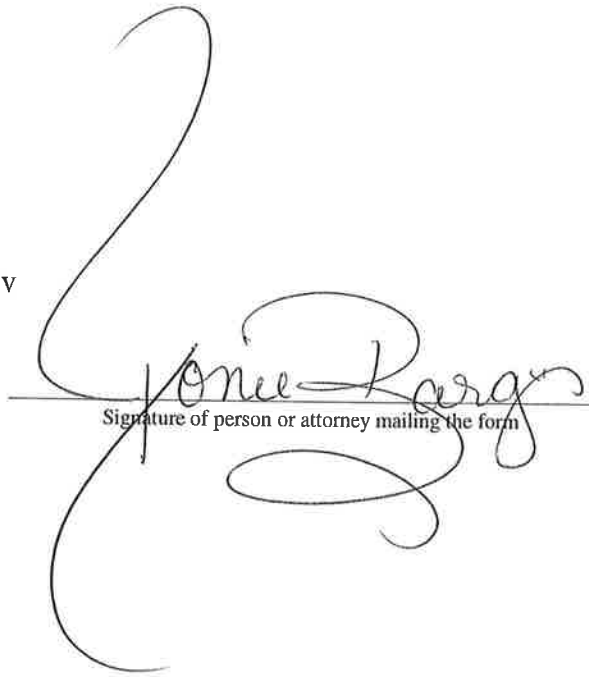
Minidoka Irrigation District
Represented by:
W Kent Fletcher
1200 Overland Ave
PO Box 248
Burley ID 83318

5. One copy each to:

Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449

6. One Copy to:

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724



Signature of person or attorney mailing the form

03/06/2009

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

RIGHT NUMBER: 22-7287

NAME AND ADDRESS: DAVID V SCHWENDIMAN
2573 N 15000 E HWY 33
NEWDALE ID 83436

VAL E SCHWENDIMAN
9633 E HWY 33
NEWDALE ID 83436

MELANIE SCHWENDIMAN
2573 N 15000 E HWY 33
NEWDALE ID 83436

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 5.120 CFS
2,100.00 AFY

Right Nos. 22-7287 and 22-12656 are limited to a total combined diversion rate of 5.12 cfs.

Use of this right with Right Nos. 22-7210, 22-7271, 22-7287, 22-7313A, 22-7313B, and 22-12656 is limited to a total combined diversion rate of 33.22 cfs and to a total combined annual diversion volume of 13,767.25 AF.

PRIORITY DATE: 01/16/1979

POINT OF
DIVERSION:

T07N R42E S23 SESWSW Within MADISON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION	04/01 10/31	5.120 CFS 2,100.00 AFY
PLACE OF USE: <u>IRRIGATION in MADISON County</u>		
T07N R42E S21	NENE 7.00	T07N R42E S21 SENE 32.00
T07N R42E S21	NESE 38.00	T07N R42E S22 NENE 14.00
T07N R42E S22	NWNE 14.00	T07N R42E S22 SWNE 4.20
T07N R42E S22	SWNE 35.00	T07N R42E S22 SENE 30.00
T07N R42E S22	SENE 9.20	T07N R42E S22 NENW 31.00
T07N R42E S22	NWNW 31.00	T07N R42E S22 SWNW 20.00
T07N R42E S22	SENW 40.00	T07N R42E S22 NESW 17.00
T07N R42E S22	NWSW 36.00	T07N R42E S22 NESE 39.00
T07N R42E S22	NWSE 39.00	T07N R42E S23 NWNW 2.80
T07N R42E S23	SWNW 29.00	T07N R42E S23 SENW 3.10
T07N R42E S23	NESW 13.00	T07N R42E S23 NESW 11.00
T07N R42E S23	NWSW 0.20	T07N R42E S23 NWSW 39.00
T07N R42E S23	SWSW 40.00	T07N R42E S23 SESW 3.00
T07N R42E S23	SESW 35.00	T07N R42E S23 SWSE 12.00

624.5 ACRES TOTAL

Place of use does not include federal public lands unless authorized in writing by the managing federal agency.

This right is limited to the irrigation of 600 acres within the place of use described above in a single irrigation season.

The rights listed below are limited to the irrigation of a combined total of 644.5 acres in a single irrigation season. Combined Right Nos.: 22-7287 and 22-12656.

Right Nos. 22-7210, 22-7271, 22-7287, 22-7313A, 22-7313B, and 22-12656 are limited to the irrigation of a combined total of 3933.5 acres in a single irrigation season.

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.

Totalizing measuring devices shall be maintained at the point of diversion.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Right No. 22-12656 is an enlargement of this right pursuant to Section 42-1426, Idaho Code.

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Right Nos. 22-7287 and 22-12656 are also diverted through point of diversion described above.

03/06/2009

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

RIGHT NUMBER: 22-12656

NAME AND ADDRESS: DAVID V SCHWENDIMAN
2573 N 15000 E HWY 33
NEWDALE ID 83436MELANIE SCHWENDIMAN
2573 N 15000 E HWY 33
NEWDALE ID 83436

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.380 CFS
73.30 AFY

Right Nos. 22-7287 and 22-12656 are limited to a total combined diversion rate of 5.12 cfs.

Use of this right with Right Nos. 22-7210, 22-7271, 22-7287, 22-7313A, 22-7313B, and 22-12656 is limited to a total combined diversion rate of 33.22 cfs and to a total combined annual diversion volume of 13,767.25 AF.

PRIORITY DATE: 01/17/1979

This water right is subordinate to all water rights with a priority date earlier than April 12, 1994, that are not decreed as enlargements pursuant to Section 42-1426, Idaho Code. As between water rights decreed as enlargements pursuant to Section 42-1426, Idaho Code, the earlier priority right is the superior right.

POINT OF
DIVERSION:

T07N R42E S23 SESWSW Within MADISON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.380 CFS 73.30 AFY

PLACE OF USE:

IRRIGATION in MADISON County

T07N R42E S21	NENE	7.00	T07N R42E S21	SENE	32.00
T07N R42E S21	NESE	38.00	T07N R42E S22	NENE	14.00
T07N R42E S22	NWNE	14.00	T07N R42E S22	SWNE	4.20
T07N R42E S22	SWNE	35.00	T07N R42E S22	SENE	30.00
T07N R42E S22	SENE	9.20	T07N R42E S22	NENW	31.00
T07N R42E S22	NWNW	31.00	T07N R42E S22	SWNW	20.00
T07N R42E S22	SENE	40.00	T07N R42E S22	NESW	17.00
T07N R42E S22	NWSW	36.00	T07N R42E S22	NESE	39.00
T07N R42E S22	NWSE	39.00	T07N R42E S23	NWNW	2.80
T07N R42E S23	SWNW	29.00	T07N R42E S23	SENE	3.10
T07N R42E S23	NESW	13.00	T07N R42E S23	NESW	11.00
T07N R42E S23	NWSW	0.20	T07N R42E S23	NWSW	39.00
T07N R42E S23	SWSW	40.00	T07N R42E S23	SESW	3.00

T07N R42E S23

SESW 35.00

T07N R42E S23

SWSE 12.00

624.5 ACRES TOTAL

Place of use does not include federal public lands unless authorized in writing by the managing federal agency.

The rights listed below are limited to the irrigation of a combined total of 644.5 acres in a single irrigation season. Combined Right Nos.: 22-7287 and 22-12656.

Right Nos. 22-7210, 22-7271, 22-7287, 22-7313A, 22-7313B, and 22-12656 are limited to the irrigation of a combined total of 3933.5 acres in a single irrigation season.

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

Totalizing measuring devices shall be maintained at the point of diversion.

This right is based upon an enlargement of Right No. 22-7287 pursuant to Section 42-1426, Idaho Code.

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

Right Nos. 22-7287 and 22-12656 are also diverted through point of diversion described above.

This right is for an enlargement of 44.5 acres within the place of use described for this right.

01/06/2006

**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:

Water right number: 22-7287

DAVID V SCHWENDIMAN
2573 N 15000 E HWY 33
NEWDALE ID 83436
Telephone Number: (208)458-4224

VAL E SCHWENDIMAN
9633 E HWY 33
NEWDALE ID 83436
Telephone Number: (208)458-4261

MELANIE SCHWENDIMAN
2573 N 15000 E HWY 33
NEWDALE ID 83436
Telephone Number: (208)458-4224

313-7550

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:

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

DATE: Jan 12-06 SIGNATURE: Val Schwendiman Pres.
Please print your name: Val Schwendiman

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161

RECEIVED

JAN 12 2006

Department of Water Resources
Eastern Region

SCANNED

AUG 08 2007

KMO
1/13

Water Right No(s). A22-7287

GPS data - 2702703
1415425

GPS File -
227287

|||

GPS DATA:

Tag # A0015983 Location: on Power Pole

Diversion Data:

Source: Groundwater Trib to: _____

MOTOR

Make: GE Model: _____ Hp: 500 Hp
SN: HHJ811017 Booster - U.S. Motors 150 Hp
SN - C1004949

PUMP

Make: Perless Model: _____ Disch: _____
SN: P 21698 Booster pump - Fairbanks Morse
SN KTFN100258

NOTES:

Now owned by David & Val Schumacher. % given to Val & David.
Andrew was brought out. David's cell phone is 313-7515.
System is mainly private

Field Exam Date: 11-21-05 Agent: J. Wilson

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AUG 08 2007



GPS
Tag

A 22-7287, Looking East

SCANNED
AUG 08 2007

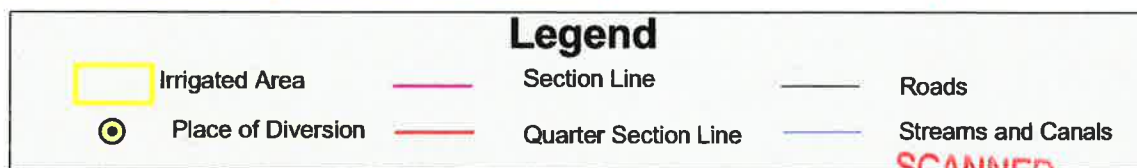
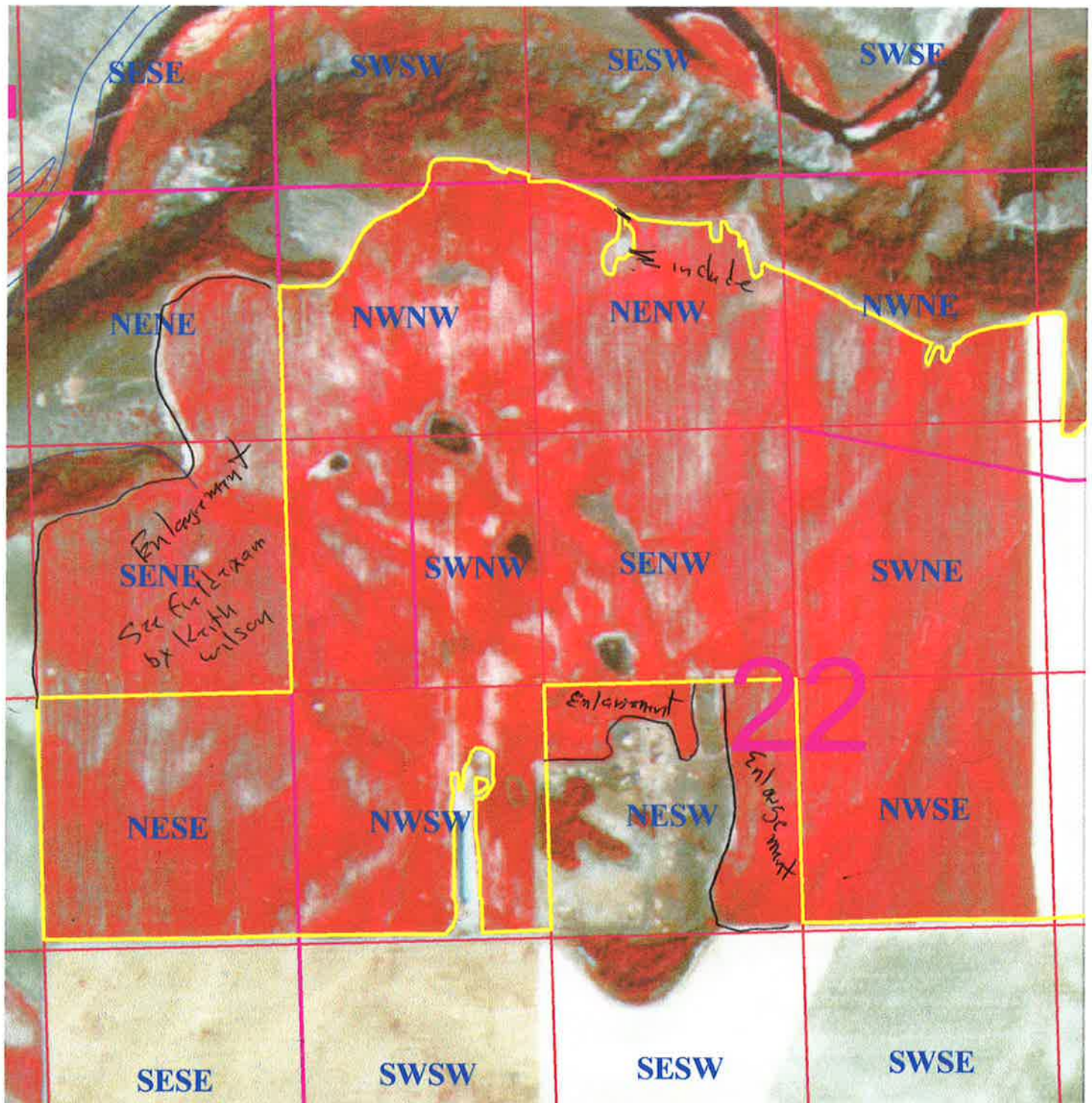
07N42E23

227287

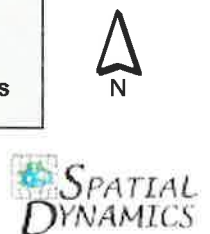


Water Right Claim Number 22-07287
Township , 7N42E

08/17/2001

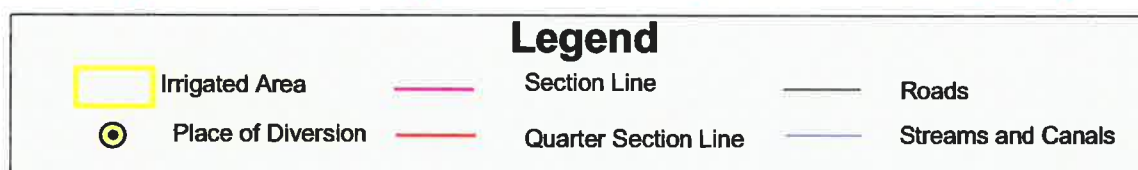
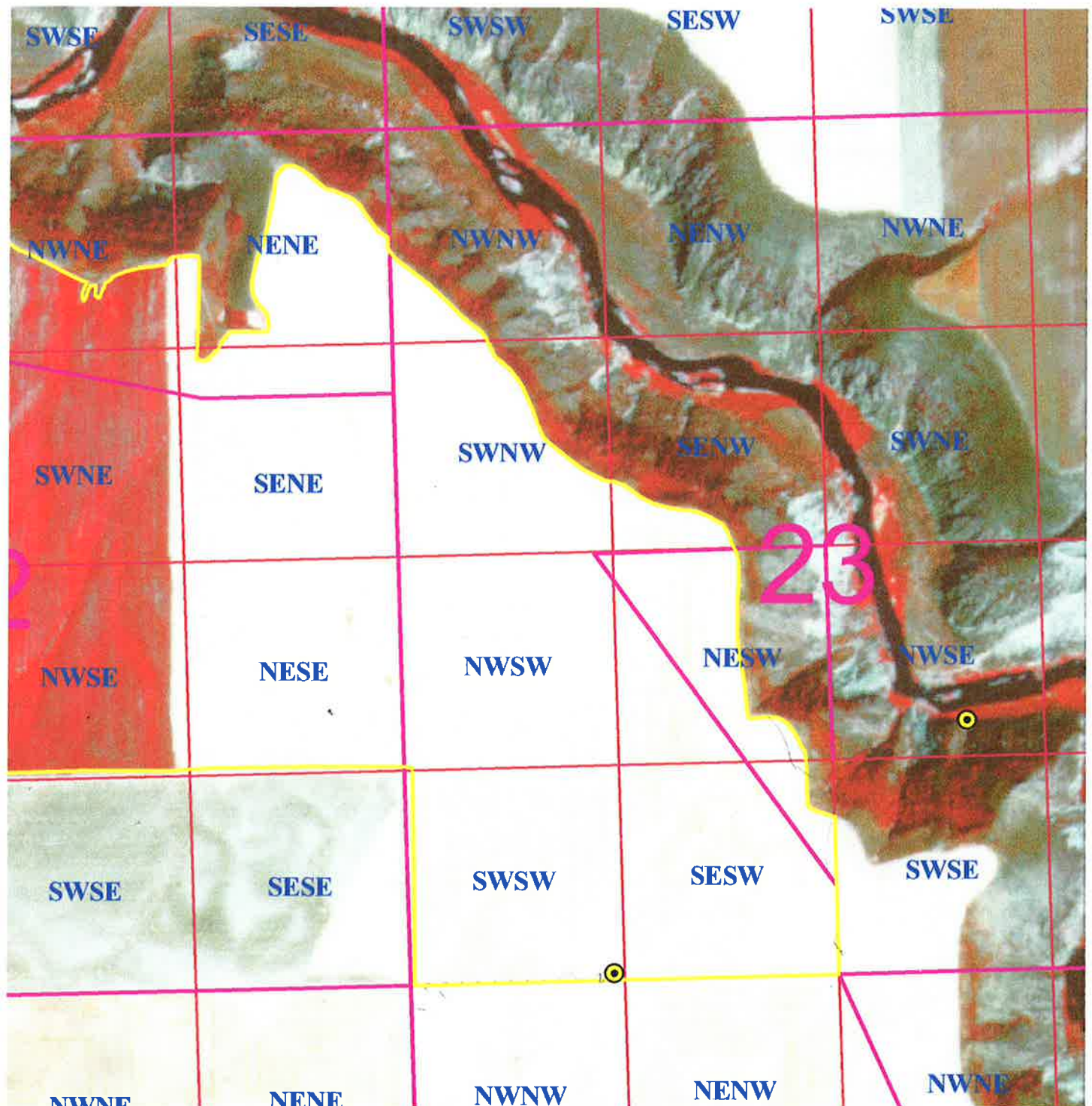


AUG 08 2007



Water Right Claim Number 22-07287
Township , 7N42E

08/17/2001



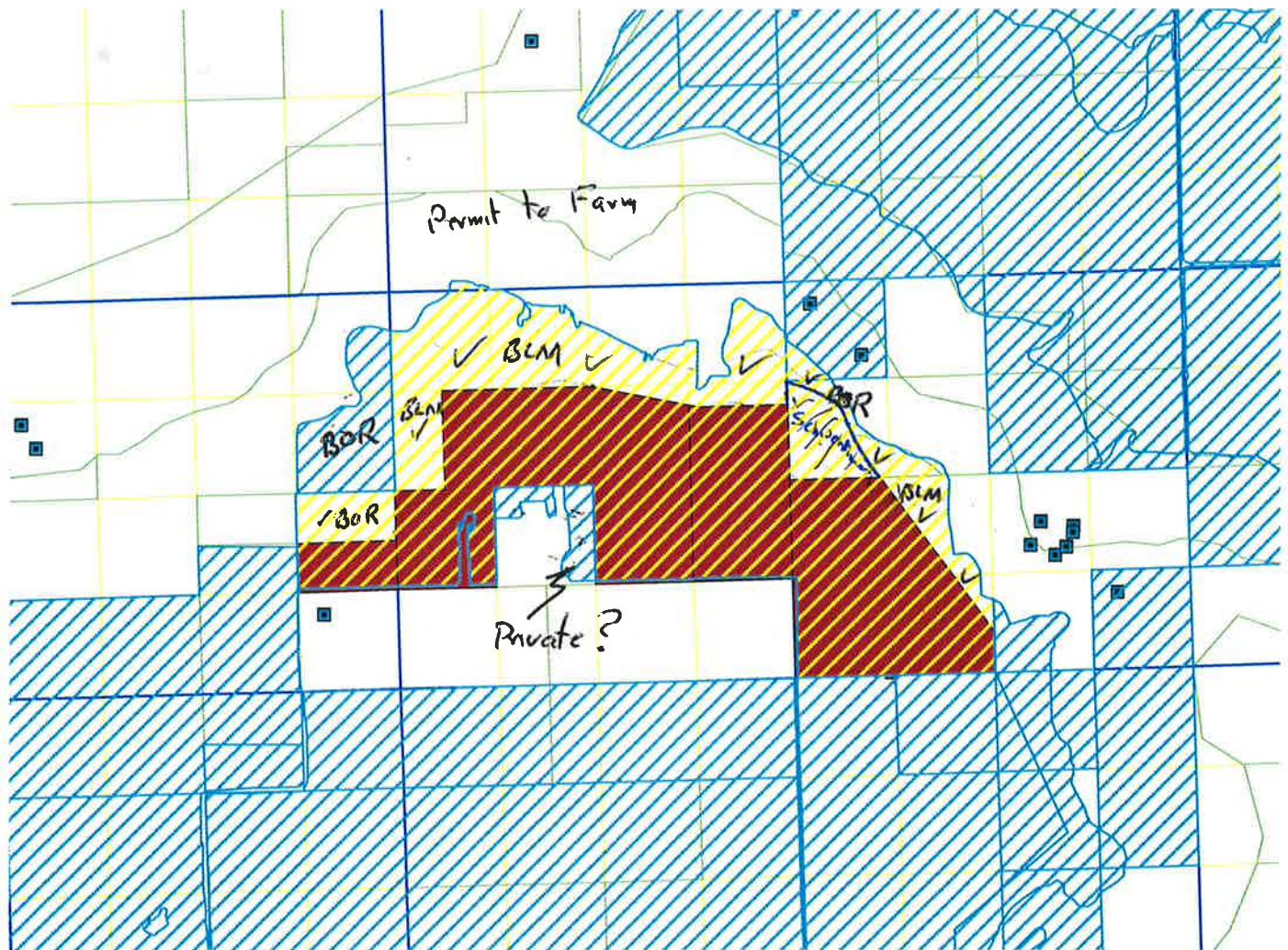
SCANNED
AUG 08 2007

SPATIAL
DYNAMICS



Schw

Swendiman Deeds vs Claim Shape



0.5 0 0.5 1 Miles

-  Claim POU
-  22-7287.shp
-  Sections
-  Madison taxlots
-  Fremont taxlots
-  Claim POD
-  QQ

SCANNED
AUG 08 2007

Xonne Daniels
BOR ~~Ad~~
Farm Leases Jan
678-0461
BEM- ext 31
Skiya wendy Burke y

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

RECEIVED
NOV 25 2005

Department of Water Resources
 Eastern 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 (under the "split" heading), 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
	A22-7287	N			

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) is 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)

David Schwendiman / DeLynn Mcdrow
 2573 N. 15000 E. Hwy 33

4. New Owner/Claimant(s)

Val and/or David Schwendiman

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

2573 N. 15,000 E

City, State and ZIP Code

Newdale, Ida 83436

New Telephone Number

(208) 458-4513 or 458-4261

5. Date you acquired the property

Dec 17-1984

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AUG 08 2007

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)
(include title if applicable)

David Schwendiman
David Schwendiman

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 _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by AJ Date _____ WR _____ Date _____

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AUG 08 2007

Dwight E. Baker
Jared M. Harris *
Jonathan W. Harris

* Also Admitted in Utah

199 W. BRIDGE STREET

PO BOX 577

BLACKFOOT, ID 83221

Telephone (208) 785-2310

Facsimile (208) 785-6749

E-mail: bakerharrislaw@cableone.net

April 7, 2005

RECEIVED

NOV 25 2005

Department of Water Resources
Eastern Region

Val Schwendiman Farms
9633 E Hwy 33
Newdale, ID 83436

Re: William and Paula Sensenbach
Warranty Deed

Dear Val:

Enclosed please find the original Warranty Deed in the above referenced matter which has been recorded in Madison County as Instrument No. 318453.

Sincerely,

BAKER & HARRIS



Dwight E. Baker

DEB/ma
Enclosure

cc: William Sensenbach with enclosure

SCANNED

AUG 08 2007

WARRANTY DEED

FOR VALUE RECEIVED, this 18th day of March, 2005, William Lorin Sensenbach and Paula N. Sensenbach, husband and wife, the Grantors, do hereby grant, bargain, sell, and convey unto Val Schwendiman Farms, Inc., the Grantee, whose mailing address is 9633 E Hwy 33, Newdale, ID 83436 the following described premises, to-wit:

Beginning at the East Quarter corner of Section 22, Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho, and running thence South $0^{\circ}16'46''$ East, along the East line of Section 22, 1299.00 feet to an underground mainline; thence South $89^{\circ}29'20''$ West along said mainline, 1361.00 feet; thence North $0^{\circ}16'46''$ West to the Teton Dam Reservoir right-of-way line, 2336.07 feet; thence South $78^{\circ}23'57''$ East along said reservoir right-of-way line to right-of-way monument 22A742, 189.00 feet; thence North $89^{\circ}21'06''$ East along said reservoir right-of-way line to right-of-way monument POSL 22/23, 1176.06 feet; thence South $0^{\circ}16'46''$ East along the East line of Section 22 to the point of beginning, 1000.23 feet.

ALSO:

The $SW\frac{1}{4}SW\frac{1}{4}$ of Section 23, Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho, and those portions of said $NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, and the $SE\frac{1}{4}SW\frac{1}{4}$ of said Section 23 lying, Southwesterly of the following described line being the "take line" for the Teton Reservoir Project:

Beginning at a point on the North line of the $NW\frac{1}{4}SW\frac{1}{4}$, said point being North $89^{\circ}34'30''$ East, a distance of 1,211.03 feet from the West Quarter corner of said Section 23; thence South $34^{\circ}45'51''$ East, a distance of 2,517.48 feet; thence South $0^{\circ}23'36''$ East, a distance of 550 feet to the South Quarter corner of said Section 23, all in Township 7 North, Range 42 East, Boise Meridian.

Reserving to the State of Idaho, its Assigns and its Successors in interest, a road right-of-way 30 feet in width over the existing road along the westerly side of the $SW\frac{1}{4}SW\frac{1}{4}$ of said Section 23, and also across the westerly 30 feet of the $NW\frac{1}{4}SW\frac{1}{4}$ of said Section 23 for a roadway not now in existence to provide access to all parts of this parcel and to privately-owned land.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject to all existing rights-of-ways for public highways, protective covenants, utility lines, existing roadways, irrigation ditches and all building, zoning and other restrictions of use and all encumbrances of record.

Instrument # 318453

REXBURG, MADISON, IDAHO

2005-03-24 10:27:00 No. of Pages: 2

Recorded for : BAKER & HARRIS

MARILYN R. RASMUSSEN

Ex-Officio Recorder Deputy

Fee: 6.00

SCANNED

AUG 08 2007

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances except as hereinabove set forth and that he will warrant and defend the same from all lawful claims whatsoever.

DATED this 18th day of March, 2005.

William Lorin Sensenbach
William Lorin Sensenbach

Paula N. Sensenbach
Paula N. Sensenbach

STATE OF IDAHO)
) ss:
County of Bingham)

On this 18th day of March, 2005, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared William Lorin Sensenbach and Paula N. Sensenbach, husband and wife, known to me to be the persons whose names are subscribed to the within 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 first above written.



Lavaun Sykes
Notary Public for Idaho
Residing at Blackfoot
My Commission Expires 5-17-08

SCANNED
AUG 08 2007

RECEIVED

NOV 25 2005

Department of Water Resources
Eastern Region

CONTRACT OF SALE

THIS AGREEMENT made and entered into this 10th day of December, 1984, between Nedco Farms, Inc., an Idaho Corporation, of Rexburg, Idaho, hereinafter called the seller, and David Val Schwendiman and Melanie G. Schwendiman, his wife, of Box 4, Newdale, Idaho 83436, hereinafter called the buyer,

WITNESSETH:

DESCRIPTION AND CONSIDERATION

That for and in consideration of the purchase price hereinafter referred to, and the mutual covenants and agreements herein contained, the seller agrees to sell and the buyer agrees to buy on the terms and conditions herein specified, the following described real property situated in Madison County, State of Idaho, to-wit:

The East Half of the Northeast Quarter of the Northwest Quarter and the North Half of the Northeast Quarter of Section 27, Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho. ^{no}

The South Half of the Southeast Quarter, and the East Half of the Southeast Quarter of the Southwest Quarter of Section 22, Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho. ^{no}

The South Half of the Northeast Quarter of the Southeast Quarter of Section 21 and the Northwest Quarter of the Southwest Quarter of Section 22, Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho. ^{yes}

^{yes} The North Half of the Southeast Quarter, the East Half of the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, and that portion of the South Half of the Northeast Quarter of Section 22, Township 7 North, Range 42 East, Boise Meridian, Madison County, Idaho, lying South of the following described line, said line being the take line for the proposed Teton Reservoir Project: Beginning at the Northwest corner of the SW 1/4 designated in Bureau of Reclamation Survey as C-N 1/16; thence South 78° 23' 57" East, a distance of 1480.00 feet; thence North 89° 20' 50" East, a distance of 1176.82 feet to a point on the East section line of said Section 22 which is 999.93 feet from the East one-quarter corner on a bearing of North 0° 16' 46" West all in Township 7 North, Range 42 East, Boise Meridian,

LESS: Beginning at the East 1/4 corner of Section 22, Township 7 North, Range 42, East Boise Meridian, Madison County, Idaho, and running thence South 0° 16' 46" East, along the east line of Section 22, 1299.00 feet to an underground mainline; thence South 89° 29' 20" West along said mainline, 1361.00 feet; thence North 0° 16' 46" West to the Teton Dam Reservoir right-of-way line, 2336.07 feet; thence South 78° 23' 57" East along said reservoir right-of-way line to a right-of-way monument 22A742, 189.00 feet; thence North 89° 21' 06" East, along said reservoir

SCANNED

AUG 08 2007

right-of-way line to right-of-way monument POSL 22/23, 1176.06 feet; thence South 0°16'46" West along the East line of Section 22 to the point of beginning, 1000.23 feet.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, also the rents, issues and profits thereof, for a total sum and purchase price of \$750,000.00, together with interest on all deferred payments thereof at the rate of 9 per cent per annum from the date hereof, payable to the seller at the The Idaho First National Bank, Rexburg, Idaho, the hereinafter named escrow holder as follows, to-wit:

\$180,000 on closing, receipt of which is hereby acknowledged by seller.

The balance of \$570,000 shall bear interest at 9 per cent from December 10, 1984, and shall be paid as follows:

\$25,000 on or before February 1, 1985;
\$25,000 on or before July 1, 1985;
\$30,000 on or before January 15, 1986;
\$57,352.66 on or before January 5, 1986 with annual payments of \$57,352.66 due each and every year thereafter on or before January 5 until principal and interest have been fully paid and satisfied. All payments shall be applied first to interest and the balance to principal.

Seller herin agrees to subordinate its interest in 200 acres of the above-described property so that buyer may secure a loan against said property not to exceed \$80,000.

Buyers hereby acknowledge that they have hereby reviewed the Title Commitment from American Land Title Company and are aware of the liens, mortgages, and certificate of land sale contracts against the above-described property all of which seller shall fully pay and satisfy according to their terms. All mortgages and liens with the exception of the State Land Certificates not yet due and a mortgage on 80 acres to F.H.A. shall be paid by seller at closing. The money owing to F.H.A. shall be paid on or before January 1986.

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AUG 08 2007

Any encumbrances not paid at time of closing shall not at any time exceed the balance owed to Seller by Buyer and shall be structured so that they will be paid by Escrow Holder from the scheduled payments made by Buyer.

PRE-PAYMENT

Prepayments of up to \$200,000 principal may be made in any calendar year after January 1, 1985, without penalty, providing Seller is given 45 days written notice of intent to do so.

POSSESSION

The parties covenant and agree that this contract is entered into with the buyers relying upon their own knowledge and information obtained from a personal inspection of the premises, including irrigation equipment, pump, mainline, etc., and buyers accept the same "as is" without specific warranty or representation with respect thereto. It is further agreed between the parties hereto, that the buyers entitled to possession of said property upon execution of this agreement.

MAINTENANCE

The buyers agree that they will, at their own expense, maintain said premises, and any improvements thereon in good order and repair during the life of this contract, and further covenant and agree that they will use best efforts to maintain the farming ground in a good and husband-like manner in accordance with reasonable farming practice of the area.

TAXES AND ASSESSMENTS

All taxes, water assessments, and other assessments of every kind and nature levied and assessed against said premises up to and including December 31, 1984, shall be paid by seller, and the buyer agrees to pay all taxes and other assessments of every kind and nature levied and assessed against said property commencing January 1, 1985, when the same are due and payable and before the same shall become delinquent.

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TITLE INSURANCE

The seller agrees to secure a policy of title insurance showing good marketable title to said premises subject only to State Land Sales Certificates and F.H.A. Mortgage in the seller and will place the same in escrow with the other instruments.

BOR LEASE

Seller herein agrees to transfer and assign any and all interest it may have through BOR Lease ground abutting above-described property and referred to as Contract No. 2-07-14-L0080B with the United States Department of the Interior.

In the event buyer defaults in performance hereunder, buyer specifically agrees to transfer B.O.R. lease interest set forth above to seller or its assigns.

CONVEYANCE

The seller agrees that upon payment of said purchase price in full, together with interest, and the buyer having fulfilled all other covenants and agreements herein contained, it will convey the above described premises to the buyer and as a means of making such conveyance, it is agreed as follows:

This contract shall be executed in triplicate and a copy of the agreement, together with a good and sufficient Warranty Deed executed by the seller and describing the real property subject to this contract, shall be placed in the custody of The Idaho First National Bank, Rexburg, Idaho, the hereby designated escrow holder, and it is understood and agreed that said escrow holder be instructed to deliver each and all of said documents, and any others placed in escrow, to the buyer when the full amount of the purchase price and interest payable to the seller have been paid in full.

DEFAULT

In the event the buyer shall default in the performance of the terms of this agreement, the seller may cause notice in writing to be given to the buyer specifying the

matters in which such default has occurred. The notice shall be served upon the buyer by depositing the same in any United States Post Office, addressed to the buyers at their last known address, certified mail, postage paid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If the buyer shall fail to cure such default within 30 days after the service of such notice as aforesaid, then the seller may elect to:

1. Declare the entire unpaid balance of the contract including principal, interest, taxes, water assessments and other assessments, attorney's fees, and any other sums owing seller, to be immediately due and owing, and

2. Elect to either:

- a. Bring suit to establish the balance owing hereunder as a debt due by buyer to seller, and to foreclose this contract as a real estate mortgage securing said debt, in accordance with the laws of the State of Idaho relating to the foreclosure of real estate mortgages; no notice to buyer of election to pursue this remedy is required prior to suit; or

- b. Declare this contract to be terminated due to said default. In that event this contract shall be immediately terminated and the buyer shall forfeit all rights to said premises, and all payments made hereon shall be retained by the seller as liquidated damages for the breach of this contract. In that event the buyer agree to immediately surrender possession of the premises, and any improvements made thereon shall attach to and become a part of the real property, and shall be retained as additional liquidated damages. If notice of election of this remedy is not given in the notice of default, then an additional certified mail notice of the election to terminate the contract shall be given, and the buyer agree to immediately vacate the premises upon receipt of the notice; and

3. To pursue any other remedy in law or equity to enforce the performance of this contract, or to recover damages for the breach thereof; and

4. To reclaim from the escrow all papers placed therein, including the Warranty Deed from seller to buyer, and a Special Warranty Deed from buyer to seller, which the parties hereto agree shall be made a part of the escrow.

COSTS OF CONTRACT

The costs for all charges to prepare the legal documents relating to this transaction will be paid at the time of closing. The buyer agrees to reimburse the seller for one-half the costs of the attorney's fee.

ESCROW CHARGES

The parties hereto agree that they will share equally all escrow charges.

ATTORNEY'S FEES

In the event action be instituted by either party to enforce the provisions of this contract, the defaulting party agrees to pay the attorney's fees of the prevailing party; in the event of default by buyer, buyer agrees to pay attorney's fees of seller in issuing notice of default, or otherwise enforcing the contract without suit.

PERSONAL PROPERTY

For the purchase price set forth above, buyers are also purchasing a two-thirds interest in existing pump and all appurtenant irrigation equipment, including all used main line, all laterals, valve openers, and irrigation equipment on the property. Any and all crops and all farm machinery located on the property are exempt from the sale and shall be the property of the seller

herein to be removed by seller on or before February 1985, unless weather prohibits removal, if weather prohibits removal by that date then seller agrees to remove said items as soon as weather will allow. Buyer agrees to assist seller in removal of machinery if needed.

TRUTH IN LENDING - UNIFORM CONSUMER CREDIT CODE

It is hereby disclosed by the seller this date and acknowledged by the buyers that the seller is not a person who in the ordinary course of business regularly extends or arranges for the extension of credit, and said seller does not regularly engage as seller in credit transactions of the kind that is included within this agreement and is therefore, exempt from the provisions of the Federal Truth in Lending and/or the Uniform Consumer Credit Code in the State of Idaho.

ATTORNEYS

The firm of SMITH, HANCOCK, MOSS & DALLING has acted as attorney for the seller in the above-captioned matter and has in no way attempted to advise the buyers in relation to the sale of said property. Buyers have had the opportunity of reviewing the entire transaction, together with supporting documents with counsel of their own choosing and have either done so or voluntarily elected not to pursue any legal advice in that regard.

BINDING EFFECT

This agreement is not only binding upon the parties hereto, but upon their respective successors, heirs, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first

above written.

NEDCO FARMS, INC.

DeLynn P. Nedrow
President

BY: Mashell Nedrow
Secretary

David Val Schwendiman
Buyer

Melanie H. Schwendiman
Buyer

STATE OF IDAHO)
 : ss.
County of Madison)

On this 17th day of December, 1984, before me, the undersigned, a Notary Public in and for said state, personally appeared David Val Schwendiman and Melanie^G Schwendiman, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.

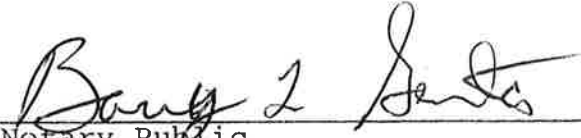
Barry J. Dento
Notary Public
Residing at Rexburg, Idaho
My Commission Expires: Life.

(Seal)

STATE OF IDAHO)
 : ss.
County of Madison)

On this 17th day of December, 1984, before me, the undersigned, a Notary Public in and for said state, personally appeared DeLynn^P Nedrow and Mashell Nedrow, known to me to be the President and Secretary of the corporation that executed

this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Notary Public
Residing at Rexburg, Idaho
My Commission Expires: Life

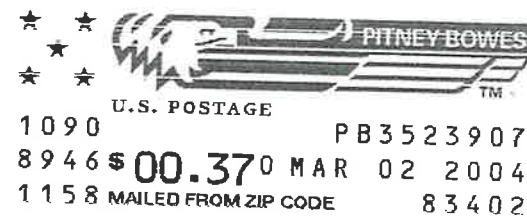
(Seal)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern District Office
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718

RETURN SERVICE REQUESTED



NOT DELIVERABLE
AS ADDRESSED,
UNABLE TO FORWARD



1090 PB3523907
8946 \$00.37 MAR 02 2004
1158 MAILED FROM ZIP CODE 83402

DE LYNN P NEDROW
PO BOX 565
REXBURG ID 83440

22-7287



SCANNED
AUG 08 2007

22-1287

Contract No. 3-07-14-LA433

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MINIDOKA IRRIGATION PROJECT - IDAHO

Posted
Page 2258
Index A-22

LEASE OF LAND FOR AGRICULTURAL OR GRAZING PURPOSES

THIS LEASE, made this 1ST day of MARCH, 2003, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this lease, and **David Schwendiman**, 15000 East Highway 33, Newdale, Idaho 83436, hereinafter styled the Lessee.

2. WITNESSETH, that in consideration of the rents and covenants herein specified, it is hereby mutually agreed by the parties hereto as follows:

3. Description of land leased - Subject to the conditions hereinafter set forth, the United States does hereby lease to the Lessee, for **agricultural** purposes, the following-described premises in the State of Idaho, to wit:

Township 7 North, Range 42 East, Boise Meridian

Section 22 * Parcel No. TD-13 T-13 (93.0 acres - irrigated)

west of a line which is parallel
and 1,361 feet west of the east
section line

Section 21 Parcel No. TD-13 T-2 (60.0 acres - irrigated)
east of TD-9 T-2

* Parcel under Cooperative Agreement No. 2-07-10-LO504, dated December 4, 1981
(see attached map - 153.0 acres irrigated agricultural)

TETON DIVISION

containing 153.0 acres (**irrigated**), more or less, with privileges and appurtenances, subject, however, to the exceptions and reservations set out in the next succeeding article.

4. Exceptions and reservations - There are excepted and reserved from the lease of the premises described in article 3, the following:

- (a) All lands to which other rights have lawfully attached before the date of this lease.
- (b) The right to remove from said lands any or all timber, both standing and down.

1
PROFILED

SCANNED

MAY 01 2006

Received Time Apr. 28. 3:58PM

(c) The right to take from said lands material for the construction of irrigation works, and to construct, operate, and maintain such works thereon.

(d) The right to prospect and carry on developments for oil, gas, coal, and other minerals, on said lands, under the act of October 2, 1917 (40 Stat. 297), the act of February 25, 1920 (41 Stat. 437), and the act of October 21, 1976 (90 Stat. 2757).

(e) A right-of-way along all section lines, or other practicable routes when locations on section lines are not feasible, freely to give ingress to, passage over, and egress from all of said lands.

(f) A right-of-way for any facilities constructed by or for the United States and the right of the United States to grant easements, licenses, or rights-of-way affecting the leased premises.

(g) The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, and to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. Reclamation will make every reasonable effort to keep damage to a minimum.

(h) The Lessee will comply with County, State, and Federal health, sanitation, and pollution standards and/or regulations.

(i) There is reserved to the United States and the District, their successors and assigns, the prior right to use any of the right-of-way wherein described to construct, operate, and maintain all structures and facilities, including, but not limited to canals, wasteways, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants, fish screens, fish ladders and other appurtenant irrigation and power structures and facilities, without any payment made by the United States, or their successors for such rights.

5. Term of lease - The lease of the premises described shall be for the period from March 1, 2003, to February 28, 2004, inclusive, unless sooner terminated as hereinafter provided.

6. Extension of lease term - The Lessee has an option to extend the term of the lease as defined in the preceding article, for successive additional periods of one year each, but in no event beyond February 28, 2008, if such Lessee shall at the time of the exercise of the option have paid all previous rentals due and if such option is exercised in the following manner by the observance of the following conditions:

(a) Such option must be first exercised not later than 30 days prior to the termination of the lease as defined in article 5, and if extended, not later than 30 days prior to the termination of each extension thereof.

(b) Such option must be exercised by payment in advance to the United States at least 30 days prior to the termination of the lease of the rental for the period for which the term is by exercise of such option to be extended, accompanied by a notice that the lessee desire to exercise such option. Such notice and such payment must be actually received by the United States at least 30 days prior to such lease termination.

7. Rental charges - The Lessee shall pay to the United States rental charges for the premises described as follows: The sum of \$7,719.95 (lease amount for '2003 season plus \$200.00 administrative fee) on the date hereof for the period ending February 28, 2004, and the sum of \$7,519.95 on account of each extension of this lease.

8. Repairs – The Lessee shall, at his own cost and expense, keep in a state of good repair such fences and ditches as may be located on the leased premises.

9. All grain stubble will be left standing in the field over the winter – no burning of stubble is allowed.

10. Miscellaneous conditions – In the use of the leased premises the Lessee shall faithfully observe the following conditions, and each of them:

(a) Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

(b) The Lessee shall conduct his grazing and agricultural operations in such a manner as not to interfere in any manner with the utilization or management of adjacent lands owned or operated by persons other than the lessee and agrees to construct, without cost to the United States, such fences and cattle guards as may be necessary to insure compliance with this condition. No fence, with or without gates, shall be constructed upon or across the right-of-way of any canal or lateral operated or controlled by the United States. Fences constructed by the Lessee may be removed by him at any time during the term of the lease. All fences remaining on the leased premises for a period of 30 days after expiration or termination of the Lessee's lease rights will, at the option of the Contracting Officer, become the property of the United States.

(c) No waste shall be committed.

(d) The Lessee shall release and relinquish any and all claims which he at any time may have or claim to have against the United States, its officers, agents and employees on account of injury to or loss of animals pastured or loss of or damage to growing crops pursuant to the lease which may be caused or claimed in whole or in part by the existence or condition of reservoirs or other irrigation and flood control works or by any cause whatsoever.

(e) All straw and manure produced by operations on the leased premises shall be distributed on the premises. The Lessee hereby agrees to make such distribution and agrees also to remove or to permit the removal of the same from the leased premises.

(f) The Lessee shall guard against excessive use and waste of water which might result in erosion or other damage to the leased premises or to adjacent lands and shall keep the leased premises reasonably free from all noxious weeds.

(g) The Lessee shall keep all lands leased for agricultural purposes under crop during each growing season in order that the cultivated land will be subjected to a minimum amount of wind erosion. Sound crop rotation practices applicable within the area in which the lease premises are located shall be followed to prevent depletion of the soil. Such crop rotation practices shall in any event require the growing of legume, grass, or grain crops on the cultivated land at least 2 out of every 5 years. **Subsequent to the harvesting of crops in the last year of the lease term, or the last year for which the lease term is extended, the Lessee, if requested by the officer of the United States executing this lease, or his duly appointed representative, shall, without cost to the United States, furnish the seed and plant the entire cultivated portion of the leased premises to a permanent vegetative cover.** Reclamation would work with NRCS to develop seed mixes and application rates. Subsequent action would be in accordance with the general practices in planting said seed mix, and to the satisfaction of the aforementioned officer of the United States.

(h) The Lessee shall not plow, disk, or otherwise cultivate or disturb any lands leased for grazing purposes without first obtaining the written approval of such action from the Contracting Officer.

(i) Hunting and fishing by the public will not be restricted by the Lessee.

(j) The parties agree that the delivery of irrigation water pursuant to this contract is subject to the acreage and ownership limitation and pricing provisions of Reclamation law, as amended and supplemented, including but not limited to the Reclamation Reform Act of 1982 (Public Law 97-293).

(k) The contractor further agrees to abide by final rules and regulations promulgated by the Secretary of the Interior covering the enforcement and administration of said limitations and provisions of Reclamation law as amended and supplemented by the reclamation Reform Act of 1982, including the payment of full costs as provided therein.

(l) Annually, following the irrigation season, a crop census will be requested. The Lessee agrees to complete and return the crop reporting information to Reclamation.

11. Water Rights – The United States does not have a water supply for the agricultural lands covered under this lease. When irrigation occurs, the Lessee is required to have a legal right to irrigate these lands.

(a) The Lessee agrees to release the United States from any responsibility or obligation for providing now, or after termination of this lease, a water supply of any kind, pressure or particular water quality. Further, the Lessee agrees to release the United States from any future liability or obligation due to injury, damage or loss of Lessee's water rights, whether leased or owned, from the future termination of this lease. The Lessee will not receive any vested right, title, or interest in the lands or water rights owned by the United States. Nor shall the United States receive any vested right, title, or interest in the Lessee's water right.

(b) Should the Lessee sell, convey, transfer, or assign the water right, the places of use on lands of the United States, shall not be conveyed with such water right. Any deed or other instrument reflecting the conveyance, sale, transfer, or assignment of such water right shall state that these places of use are not included in such conveyance. Should the lease and the Lessee fail to take any action to transfer this portion of the water right to other places of use, the parties would consider that portion of the water right abandoned.

12. Pest Control

(a) The Lessee shall not permit the use of any pesticides on Federal lands without prior written approval by Reclamation. The Lessee shall submit to Reclamation for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

(b) All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements and such records shall be furnished to Reclamation not later than five (5) working days after any application of a pesticide.

(c) Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation.

(d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

(e) The Lessee shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to the Contracting Officer with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within

twenty-four (24) hours of the spill if it is an emergency, or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(f) Aerial application of pesticides is prohibited without prior written consent by Reclamation's designated representative.

(g) The Lessee agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

13. Hazardous Materials

(a) The Lessee may not allow contamination or pollution of Federal lands, waters or facilities and for which the Lessee has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(b) The Lessee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters, or facilities.

(c) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*, and the regulations promulgated pursuant to that Act.

(d) Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the Lessee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e) Violation of any of the provisions of the Article, as determined by the Contracting Officer, may constitute grounds for termination of this contract. Such violations require immediate corrective action by the Lessee and shall make the Lessee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(f) The Lessee agrees to include the provisions contained in paragraphs (a) through (c) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

(g) Reclamation agrees to provide information necessary for the Lessee using reasonable diligence, to comply with the provisions of this Article.

14. Transfer of Lease – Neither this lease nor any interest therein shall be transferred by the Lessee without the written consent of the United States made by the officer executing this lease on behalf of the Government and until payment has been made to the United States to cover the expense of approving such transfer.

15. Termination of Lease – This lease will terminate and all rights of the Lessee hereunder will cease, and the Lessee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

- (a) At the expiration of the term as provided by Articles 5 and 6; or
- (b) Without notice, upon default in payment to the United States of any installment of rental charges as provided by Article 7; or
- (c) On March 1st, of any year, upon written notice to the Lessee, served 30 days in advance thereof; or
- (d) After failure of the Lessee to observe any of the conditions of this lease, and on the tenth day following service of written notice on the Lessee of termination because of failure to observe such condition.

The notices provided by this article will be served by certified mail addressed to the respective post office addresses given in Article 16 (Notices), and the mailing of any such notice properly enclosed, addressed, stamped, and certified, will be considered service. If the termination under Article 15 (c) or Article 15 (d) should be effective at a date prior to the date of the termination of the then current lease or extension, for which prepayment of rental will be been made, an appropriate refund or part of the rental for such then current lease or extension will be made.

If this lease is terminated under Article 15 (d), the United States reserves the right to bar the Lessee from the authorization to use acquired or withdrawn public land on the Minidoka Project for a period of time, as determined by the Area Manager.

16. Notices

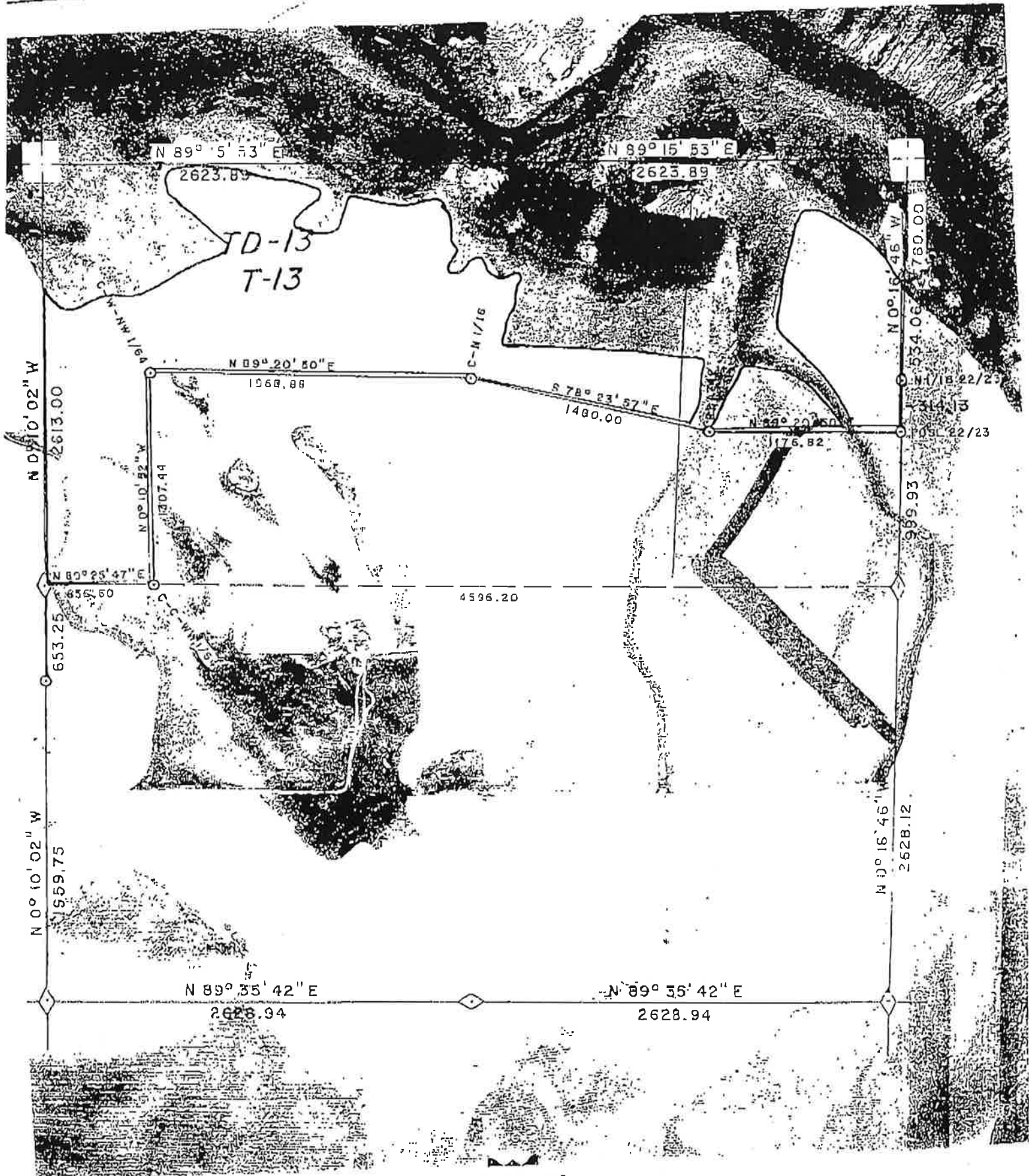
(a) All notices required or desired to be given under this Agreement shall be in writing and may be delivered by personal delivery or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested and addressed as follows:

Area Manager
Snake River Area Office – East
Bureau of Reclamation
1359 Hansen Avenue
Burley, Idaho 83318
(208) 678-0461

(b) Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery. Any notice delivered by certified mail shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this paragraph. This paragraph shall apply where notice is required under this lease, and no specific requirements are set forth. Where this lease provides for a specific notice in a different manner, the more specific requirements shall prevail.

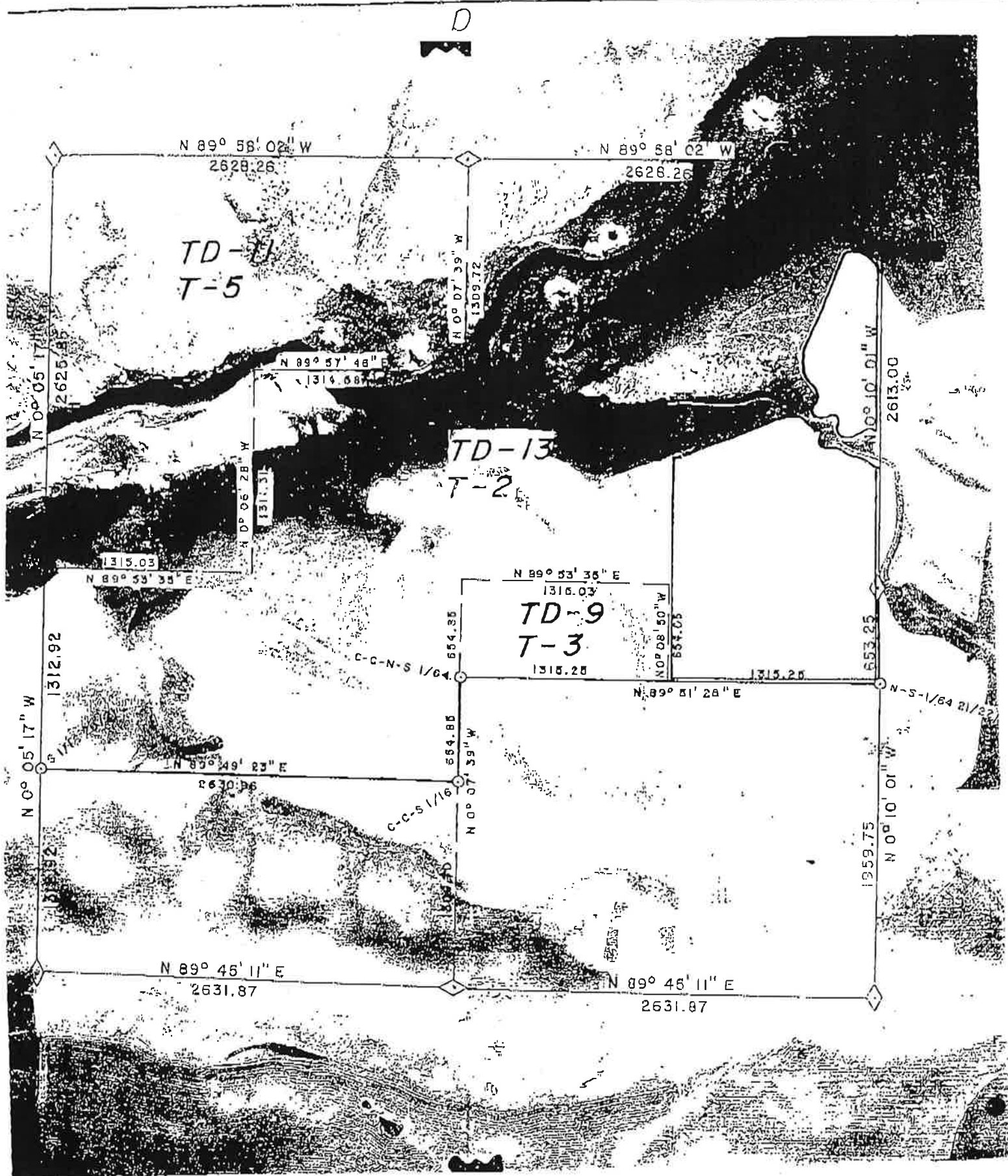
(c) The parties hereby designate the Area Manager and David Schwendiman, as their authorized representatives for this lease. These individuals shall have the authority to take any action allowed or required under this lease, on behalf of their employer. The parties may change their designated representatives at any time by giving notice of such change in accordance with Article 15 (a) above.

D



SEC. 22-7-42

Received Time Apr. 28. 3:58PM



SEC. 21-7-42

Received Time Apr. 28. 3:58PM

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 22-07287

Priority: January 16, 1979

Maximum Diversion Rate: 5.12 CFS
Maximum Diversion Volume: 2,100.0 AF

It is hereby certified that DAVID VAL SCHWENDIMAN
15000 E HWY 33
NEWDALE ID 83436 has complied with the terms and conditions of the
permit, issued pursuant to Application for Permit dated January 16, 1979; and has submitted Proof of
Beneficial Use on June 22, 1981. An examination indicates that the works have a diversion capacity of
5.12 cfs of water from:

SOURCE

GROUND WATER

and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL DIVERSION VOLUME</u>
IRRIGATION	04/01 to 10/31	5.12 CFS	2,100.0 AF

LOCATION OF POINT OF DIVERSION:

GROUND WATER SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 23, Twp 07N, Rge 42E, B.M. MADISON 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	
07N 42E 21	3.0			27.0									39.0				69.0
07N 42E 22	16.0	13.0	39.0	39.0	27.0	27.0	39.0	39.0	18.0	39.0			39.0	39.0			374.0
07N 42E 23							21.0	2.0	18.0	39.0	38.0	39.0					157.0

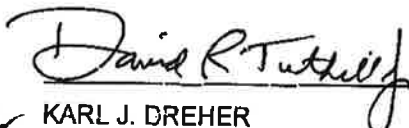
Total Acres: 600

CONDITIONS OF APPROVAL

1. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.

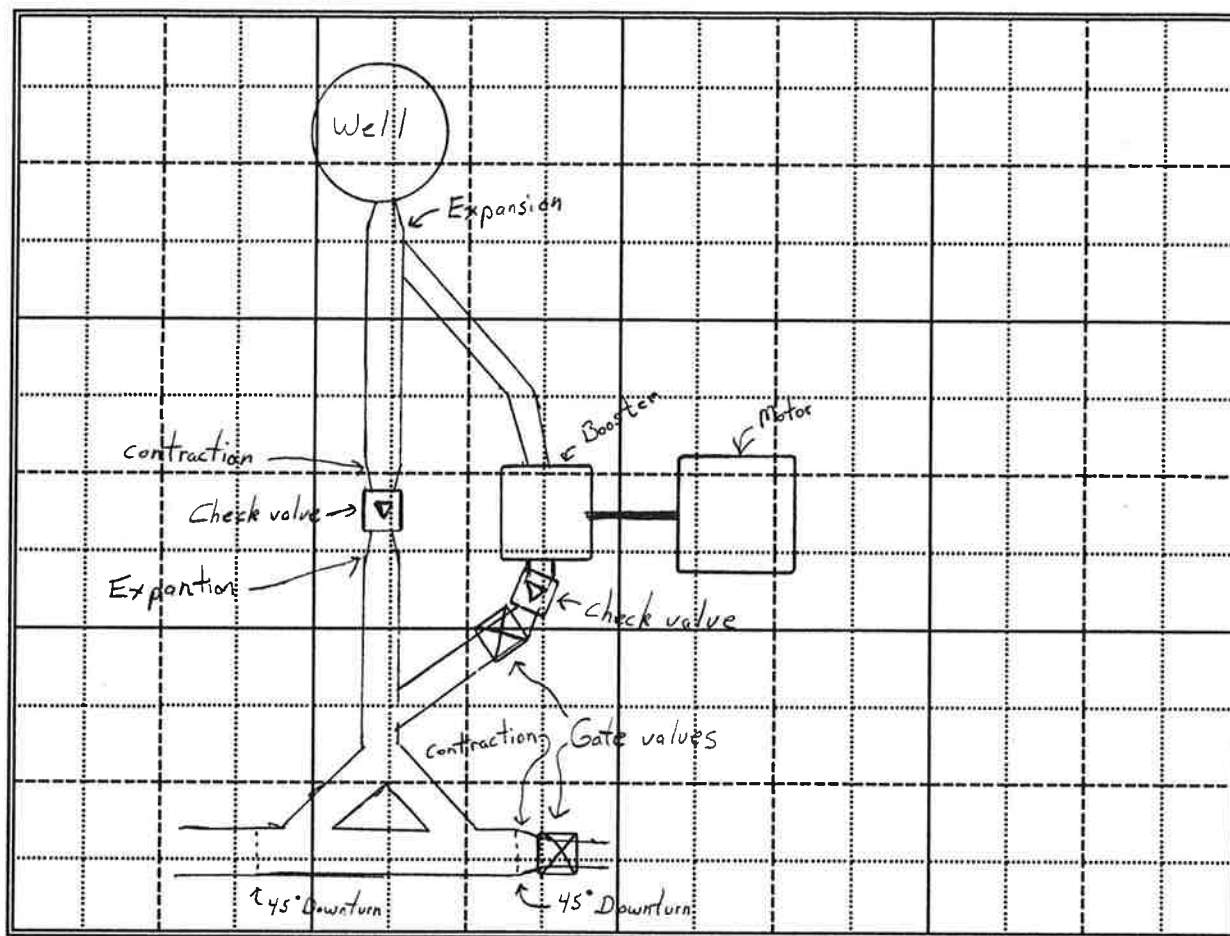
This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed and sealed this 14th day of October, 2005.


for **KARL J. DREHER**
Director

3. **Delivery System Diagram:** Illustrate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable.

N 1



Scale: 1" = _____

____ Copy of USGS Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).

____ Aerial Photo Attached (required for irrigation of 10+ acres)

____ Photo of Diversion and System Attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
Well	General Elect	500	HH3811017	Peerless	F21698
Booster	U.S. Motors	150	C1004949	Fairbanks Morris	KTFN100252

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

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements: [39 1/2 Cir 12.4 OD pipe] Measurement site ^{CIRC.} 50.5" = 16.674" od
0.139" thickness

LAND LIST ATTACHMENT

Description and location of place of use:

Total number of acres irrigated 600

THEORETICAL PUMP FLOW CALCULATIONS

Formula:

$$Q_{cfs} = [(Hp)(8.814)(Eff)] \div [Lift + (psi \times 2.308)]$$

Hp = Horsepower = 500
Eff = Efficiency = 70% (Usually 70%)
Lift: (Static Level + Assumed Draw down)
Static Water Level = 430 ft.
Assumed Draw down = + 150 ft.
Lift = 580

OR

Measured Dynamic Water Level = _____ ft.

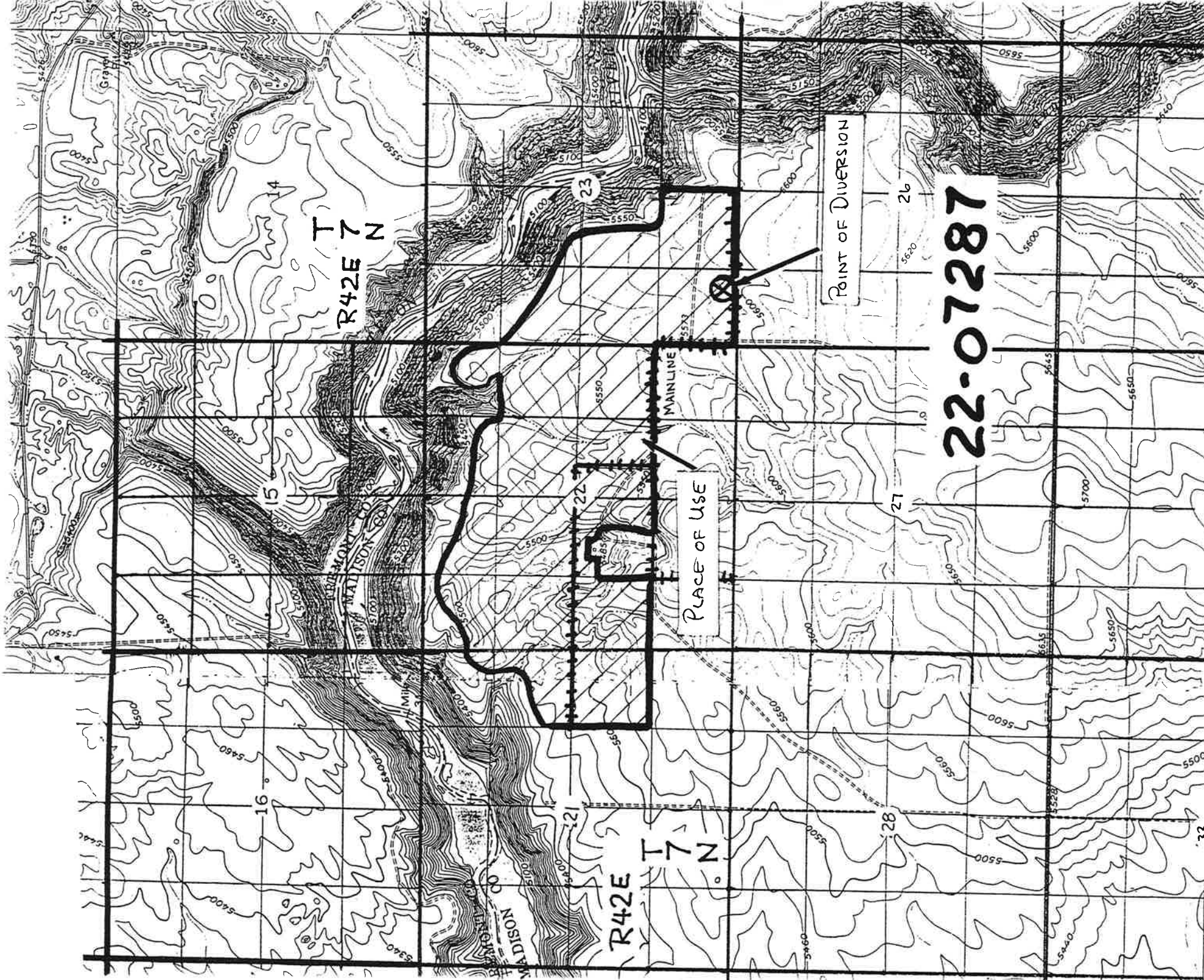
psi = Operating Pressure = 10 psi

$$Q_{cfs} = \left[\frac{500}{Hp} \times 8.814 \times \frac{0.70}{eff} \right] \div \left[\frac{580}{Lift} + \left(\frac{10}{psi} \times 2.308 \right) \right]$$

$$Q_{cfs} = \left[\frac{3084.9}{ } \right] \div \left[\frac{603.08}{ } \right]$$

$$Q_{cfs} = \underline{5.12} \text{ cfs}$$

PERMIT NO. 22-7287



T 7 N
R42E

T 7 N
R42E

Point of Diversion

Place of Use

MAINLINE

22-07287

State of Idaho
DEPARTMENT OF WATER RESOURCES
SUPPLEMENTAL FIELD REPORT FOR ANNUBAR MEASUREMENT

Measured by: KEITH C WILSON

Date 7-17-95

Owner: DAVID SCHWENDIMAN

Permit No. 22-7287

Description of well &/or measuring site

- Include any clarifications of the sketch
- Include legal description if more than one p.d. is described in the Field Report

Measurement site is 100' west of pump on a portion of buried main line that was close to ground surface

MEASURED INSIDE PIPE DIAMETER IN INCHES (ID)

CIR = Pipe Circumference in Inches = _____ OD = 16.074"

T = Pipe Thickness in Inches = 0.139"

ID = 2 [(0.1592 X CIR) - T] = ... 15.796"

ANNUBAR DESCRIPTION & CONSTANT (C)

Size Used in Test 15.25"

State ID No. # 191170

Select C based on size from Table below.

Nominal Pipe Size	C
4"	4.23
6"	3.75
8"	3.87
10"	3.94
12"	3.99
14"- 16"	<u>4.01</u>
18"- 24"	4.02
30" or larger	4.03

C selected 4.01

DIFFERENTIAL PRESSURE READING IN INCHES OF H₂O (H)

High Reading = _____

Low Reading = _____

High - Low = H = ... 3.5"

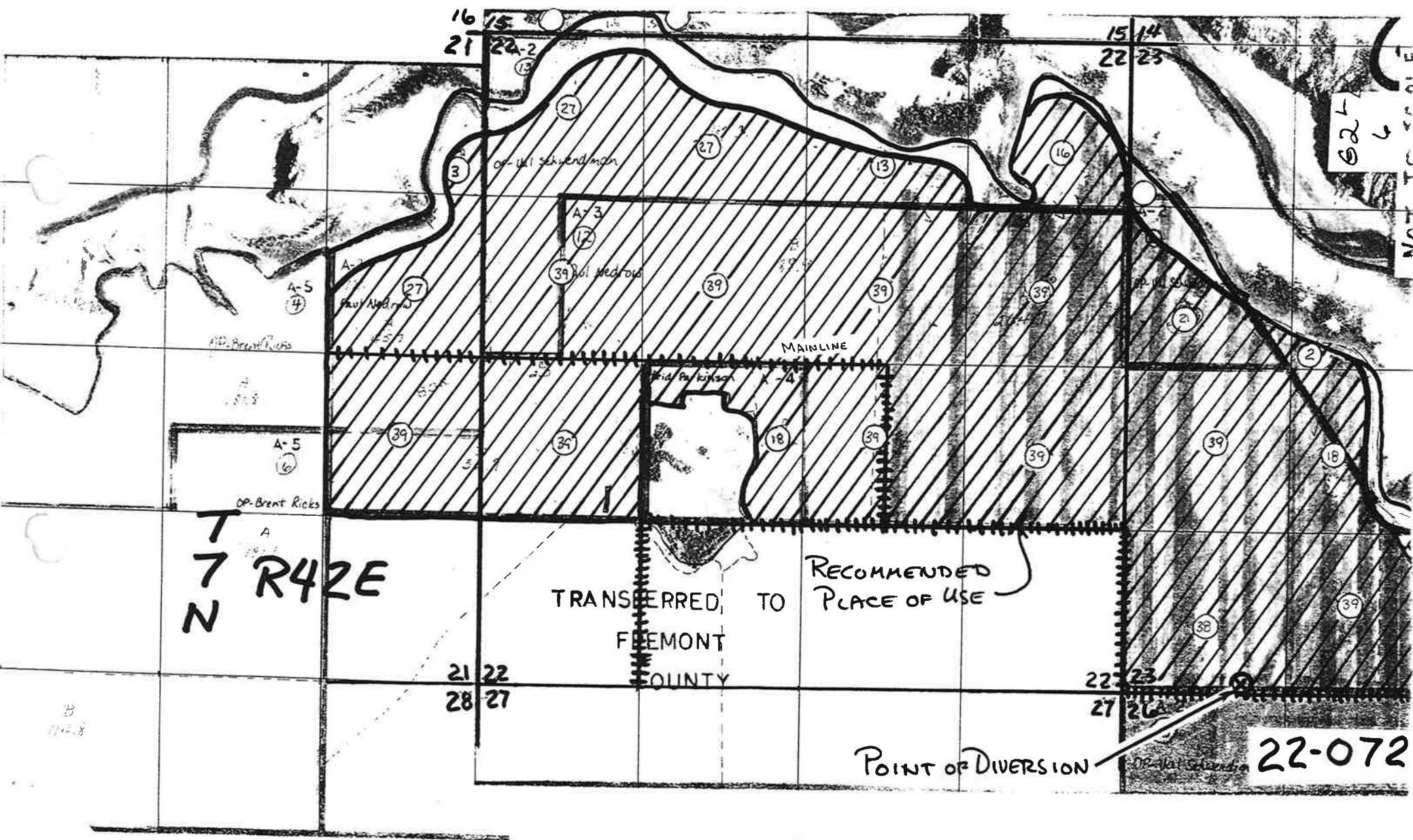
CALCULATION OF DISCHARGE IN CFS (Q)

$$Q = \frac{(ID)^2 \cdot (\sqrt{H}) \cdot (C)}{448.8}$$

$$Q = \frac{(15.796)^2 \cdot (\sqrt{3.5}) \cdot (4.01)}{448.8} = 4.17 \text{ cfs}$$

1871.8 gpm

SKETCH (If not shown on Field Report)



WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

RECEIVED
JUN 8 1970

1. WELL OWNER

Name Paul Nedrow
Address Rexburg Idaho
Owner's Permit No. 22-7287

2. WATCH LEVEL

Static water level 430' feet below Eastern District Office
Flowing? ☐ Yes ☒ No G.P.M. flow _____
Temperature 65 ° F. Quality _____
Artesian closed-in pressure _____ p.s.i.
Controlled by ☐ Valve ☐ Cap ☐ Plug

2. NATURE OF WORK

☒ New well ☐ Deepened ☐ Replacement
☐ Abandoned (describe method of abandoning)

3. WELL TEST DATA

☐ Pump ☐ Bailor ☐ Other

Discharge G.P.M. _____ Draw Down _____ Hours Pumped _____

3. PROPOSED USE

☐ Domestic ☒ Irrigation ☐ Test ☐ Other (specify type) _____
☐ Municipal ☐ Industrial ☐ Stock ☐ Waste Disposal or Injection

9. LITHOLOGIC LOG

Hole Diam.	Depth		Material	Water
	From	To		
12"	0	15	brown clay	
	15	30	gray clay	
	30	50	green siltite	
	50	60	red green siltite + gravel	
	60	80	hard gray basalt	
	80	85	green + purple siltite	
	85	105	green siltite	
	105	130	gray basalt + green siltite	
	130	160	Brown siltite + fracture clay	
	160	180	gray basalt	
	180	240	brown siltite + fracture clay	
	240	325	Brown + gray siltite	
	325	360	Brown green + gray siltite	
	360	395	Brown green + purple siltite	
	395	415	Brown siltite	
	415	445	gray siltite	
	445	460	blue green siltite + clay	
	460	505	blue gray siltite + clay	
	505	540	brown siltite + fracture clay	
	540	570	very hard black siltite	
	570	645	sticky gumbo clay	
16"	645	685	Gravel	
	685	695	very hard gray granite	
	695	785	very hard black rock	
	785	792	coarse green siltite	
	792	815	packed gravel	
	815	822	sticky gumbo clay	
	822	850	hard black rock	
	850	853	clay	
	853	890	hard black rock	
	890	945	sticky gumbo clay	
	945	940	solid clay	

4. METHOD DRILLED

☒ Cable ☐ Rotary ☐ Dug ☐ Other

5. WELL CONSTRUCTION

Diameter of hole 20 inches Total depth 940 feet
Casing schedule: ☒ Steel ☐ Concrete

Thickness	Diameter	From	To
<u>3.17</u> inches	<u>20</u> inches	<u>1</u> feet	<u>10</u> feet
<u>2.50</u> inches	<u>16</u> inches	<u>1</u> feet	<u>65</u> feet
<u>2.50</u> inches	<u>12</u> inches	<u>70</u> feet	<u>910</u> feet
_____ inches	_____ inches	_____ feet	_____ feet
_____ inches	_____ inches	_____ feet	_____ feet

Was casing drive shoe used? ☒ Yes ☐ No
Was a packer or seal used? ☒ Yes ☐ No
Perforated? ☒ Yes ☐ NoHow perforated? ☐ Factory ☒ Knife ☐ Torch
Size of perforation 1/2 inches by 3 inches

Number	From	To
<u>200</u> perforations	<u>650</u> feet	<u>66</u> feet
_____ perforations	_____ feet	_____ feet
_____ perforations	_____ feet	_____ feet

Well screen installed? ☐ Yes ☒ No

Manufacturer's name _____

Type _____ Model No. _____

Diameter _____ Slot size _____ Set from _____ feet to _____ feet

Diameter _____ Slot size _____ Set from _____ feet to _____ feet

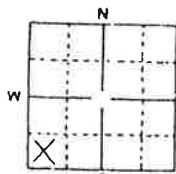
Gravel packed? ☐ Yes ☒ No Size of gravel _____

Placed from _____ feet to _____ feet

Surface seal depth 19' Material used in seal ☐ Cement grout☐ Pudding clay ☒ Well cuttingsSealing procedure used ☐ Sherry pit ☐ Temporary surface casing☒ Overbore to seal depth

6. LOCATION OF WELL

Sketch map location must agree with written location.



Subdivision Name _____

Lot No. _____ Block No. _____

County MadisonS.W. 1/4 Sec. 23 T. 7 N. 42 E. W

10.

Work started April 29 finished May 20

11. DRILLERS CERTIFICATION

Firm Name Rocky Mountain Drilling Firm No. 74Address Rexburg Idaho Date 6/3/70Signed by (Firm Official) Marvin Zanderand
(Operator) Garion Zander

?
 ?
 SETUP NO. 1
 PIPE O.D. 16.074 IN
 PIPE WALL THICKNESS 0.139 IN
 PIPE I.D. 15.796 IN
 PIPE MATERIAL CARBON STEEL
 PIPE SOUND VELOCITY 10597.129 F/S
 LINER MATERIAL NONE
 LINER SOUND VELOCITY 0.000 F/S
 LINER THICKNESS 0.000 IN
 INSIDE ABS ROUGHNESS 0.00015000

FLUID MATERIAL WATER
 FLUID SOUND VELOCITY 4863.330 F/S
 FLUID VISCOSITY 1.132 Cst

TRANSDUCER TYPE STANDARD
 TRANSDUCER MOUNTING

TRANSDUCER SPACING 13.142 IN

FLOW 1357.427 GPM 2.222 F/S

SIGNAL STRENGTH UP

SIGNAL STRENGTH DOWN

FLOW 1411.353 GPM 2.311 F/S

FLOW 1384.888 GPM 2.267 F/S

FLOW 1373.917 GPM 2.249 F/S

FLOW 1410.392 GPM 2.309 F/S

FLOW 1422.357 GPM 2.328 F/S

FLOW 1431.419 GPM 2.343 F/S

FLOW 1443.341 GPM 2.363 F/S

2.343 F/S
 144 341 GPM
 2.363 F/S
 FLOW 1451.638 GPM 2.378 F/S

13:13:23 06-28-95
 SCALE FACTOR = 0.990
 OFFSET(GPM) = 0.000
 nsec OFFSET = 7.17
 usec OFFSET = 0.73
 XMT_DET_DLV. = 17.85
 AERATION FAC. = 1.00
 XDUCE: STANDARD/U

UP DOWN
 MIN_DLV = 572.03 571.39
 SE>R = 1.47 0.73
 BIAS = 0.57 0.57
 AGC = 1.25 1.25
 SIG_STG = 7.57 7.49
 MISSED = 0 0
 TIME(us) = 589.6 589.3
 DEL TIME(ns) = 245.9
 DIFF COUNT = 1017
 P2X = 78
 SPS = 10.56
 AERATION = 0.000

FLUID (F/S) = 4863.33
 REYNOLDS NO. = 256625
 PROFILE FACTOR = 0.9448

FLOW: = 1452.868 GPM 2.378 F/S

FLOW 1457.076 GPM 2.385 F/S

ADJUSTING GAIN - 2.440 F/S

FLOW 1478.916 GPM 2.421 F/S

SIGNAL STRENGTH UP

SIGNAL STRENGTH DOWN

ADJUSTING GAIN - 2.433 F/S

FLOW 1485.841 GPM 2.432 F/S

FLOW 1488.958 GPM 2.437 F/S

FLOW 1490.839 GPM 2.440 F/S

FLOW 1491.729 GPM 2.442 F/S

FLOW 1515.296 GPM 2.480 F/S

FLOW 1547.168 GPM 2.533 F/S

FLOW 1512.705 GPM 2.476 F/S

22-7287

3.45 cfs

E. NARRATIVE/REMARKS/COMMENTS

Well pump, booster, mainline to lateral w/sprinklers

BECAUSE OF PROBLEMS DEALING WITH OWNERSHIP OF THE WELL, NOTHING HAS BEEN DONE ABOUT THE SET OF BOWLS THAT ARE AT THE BOTTOM OF THE WELL. THEREFORE, I RECOMMEND USING THE THEORETICAL CAPACITY TO LICENSE THIS PERMIT THEN ALLOW THE PERMIT HOLDERS TO OBTAIN A DRILLING PERMIT TO EITHER DRILL THROUGH THE BOWLS OR TO DRILL A NEW WELL TO BRING THEIR DIVERSION SYSTEM UP TO THEORETICAL CAPACITY.

Have conditions of permit approval been met? ☒ yes ☐ no

WATER RIGHT SUMMARY

ACTION	RIGHT NO.	NAME	AMOUNT CFS
~~Original Application~~	~~22-07287~~	~~Nedrow, Paul E.~~	~~8.0~~
~~Full Assignment~~	~~22-07287~~	~~Sensenback, Paula N.~~	~~8.0~~
		~~Nedrow, DeLynn P.~~	
		~~Nedrow, Jerry L.~~	
Full Assignment	22-07287	Schwendiman, David Val	8.0

RECEIVED

FEB 22 1996

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

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

CIVIL CASE NUMBER: 39576

Ident. Number 22-7287

Date Received:
Receipt Nos:
Received By:

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

Name of Claimant
DAVID V SCHWENDIMAN
MELANIE SCHWENDIMAN
2573 N 15000 E HWY 33
NEWDALE, ID 83436
(208)458-4224

VAL E SCHWENDIMAN
9633 E HWY 33
NEWDALE, ID 83436
(208)458-4261

Priority Date: 06/01/1900
Basis: Decreed/License
Status: Active

<u>Source</u>	<u>Tributary</u>
Ground Water	
Teton River	Snake River

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	5.12 CFS	2100 AFA

Total Diversion

5.12 CFS

Location of Point(s) of Diversion:

GROUND
WATER

SESWSW

Sec. 23

Township 07N

Range 42E

MADISON County

Place(s) of use:

Place of Use Legal Description: IRRIGATION FREMONT County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
07N	42E	21		NENE	7		SENE	32						
				NESE	38									
		22		NENE	14		NWNE	14		SWNE	39.2		SENE	39.2
				NENW	31		NWNW	31		SWNW	40		SENW	40
				NESW	17		NWSW	36						
				NESE	39		NWSE	39						
		23		NWNW	2.8		SWNW	29		SENW	3.1			
				NESW	24		NWSW	39.2		SWSW	40		SESW	38
				SWSE	12									

Total Acres: 644.5

Remarks: This water right includes the right to divert water which is recovered ground water resulting from recharge for irrigation and/or water resulting from irrigation under the Canyon Creek Canal Company irrigation works for use on lands within said irrigation entity's authorized place of use. Diversion of this right for the purpose of irrigation is authorized for a maximum acreage equivalent to the authorized place of use for this right. This right includes an accomplished change in place of use pursuant to Section 42-1425, Idaho Code. § I.C. 42-1425 and/or I.C. 42-228. This right includes an accomplished change in point of diversion pursuant to Sections 42-1425 and/or 42-228, Idaho Code. In the event recharge or recovered water is not available, the priority date shall revert to the previously licensed priority date.

1. Totalizing measuring devices shall be maintained at the point of diversion.

2. K06 This right is limited to the irrigation of 600 acres within the place of use described above in a single irrigation season.
3. U42 Place of use does not include federal public lands unless authorized in writing by the managing federal agency.
4. E51 Right Nos. 22-7287 and 22-12656 are limited to a total combined diversion rate of 5.12 cfs.
5. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
6. E56 The rights listed below are limited to the irrigation of a combined total of 644.5 acres in a single irrigation season. Combined Right Nos.: 22-7287 and 22-12656.
7. E60 Use of this right with Right Nos. 22-7210, 22-7271, 22-7287, 22-7313A, 22-7313B, and 22-12656 is limited to a total combined diversion rate of 33.22 cfs and to a total combined annual diversion volume of 13,767.25 AF.
8. 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.
9. E55 Right Nos. 22-7210, 22-7271, 22-7287, 22-7313A, 22-7313B, and 22-12656 are limited to the irrigation of a combined total of 3933.5 acres in a single irrigation season.
- 10 K01 Right No. 22-12656 is an enlargement of this right pursuant to Section 42-1426, Idaho Code.
- 11 F05 Right Nos. 22-7287 and 22-12656 are also diverted through point of diversion described above.

Describe any other water rights used at the same place and for the same purposes as describe above: Those water rights recommended as of the date of this amended claim.

Basis of Claim: Decreed/License

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 XX wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: Previously submitted and on file with IDWR

For Individuals/Organizations:

I do solemnly swear or affirm under penalty of perjury that I am the attorney for the above individual or organization, that I have signed the foregoing document in the space below as attorney for the individual or organization and that the statements contained in the foregoing

document are true and correct.

DATED this 17th day of August, 2010.


Jerry R. Rigby, Attorney for Claimant

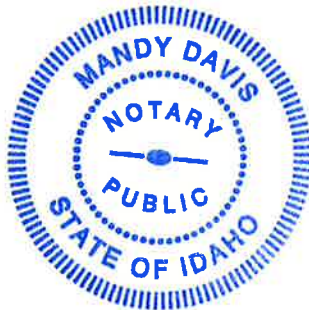
STATE OF IDAHO,)

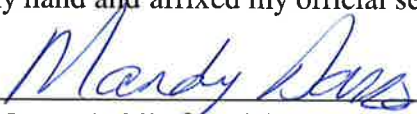
ss.

County of Madison.)

On this 17th day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry R. Rigby, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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




Notary Public for Idaho

Residing at: St. Anthony

My Commission Expires: 6/24/2011

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: A22-07287
Date Received: 3/08/1989
Receipt No: E005999
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DE LYNN P. NEDROW 208-356-9373
Address: P.O. BOX 565
REXBURG, ID 83440
OR
Name: DAVID V. SCHWENDIMAN 208-458-4224
Address: 2573 NORTH 15000 EAST HWY 33
NEWDALE, ID 83436
OR
Name: MELANIE SCHWENDIMAN 208-458-4224
Address: 2573 NORTH 15000 EAST HWY 33
NEWDALE, ID 83436

A2207287



2. Date of Priority: JAN 16, 1979

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
07N	41E	29	SE	SW	NE	I	FREMONT
	42E	23		SW	SW		MADISON
			SE	NW	SE	R	FREMONT

5. Description of diverting works:
3-EXCHANGE WELLS, REDIV. PUMPS, WELL & PUMP, MAINLINE TO SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	8.000		

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

8. Total consumptive use is 1200.0 Acre Feet Per Annum.

A22-07287

Page 1

Date: 03/08/89

SCANNED
AUG 08 2007

MICROFILMED
OCT 29 1992

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07N	42E	15	SW	SW		IRR	1.5
						Section Acres	1.5
		21	NE	SE✓		IRR	40.0
						Section Acres	40.0
		22	NE	NE		IRR	20.0
			NW	NE		IRR	17.0
			SW	NE✓		IRR	40.0
			SE	NE✓		IRR	40.0
			NE	NW		IRR	33.0
			NW	NW		IRR	34.0
			SW	NW✓		IRR	40.0
			SE	NW✓		IRR	40.0
			NW	SW		IRR	39.0
			NE	SE✓		IRR	40.0
			NW	SE✓		IRR	40.0
						Section Acres	383.0
		23	NW	NW		IRR	2.5
			SW	NW		IRR	27.0
			SE	NW		IRR	3.0
			NE	SW		IRR	23.0
			NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
						Section Acres	175.5
						Total Acres	600.0

11. Place of use in counties: MADISON

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

13. Other Water Rights Used:
NONE

14. Remarks:
P/D SAME AS 22-7210/7313A/7313B

A22-07287

Page 2

Date: 03/08/89

SCANNED

AUG 08 2007

MICROFILMED

OCT 29 1992

14. Remarks: Continued

15. Basis of Claim: PERMIT
Water Right Number: 227287

16. Signature(s)

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

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

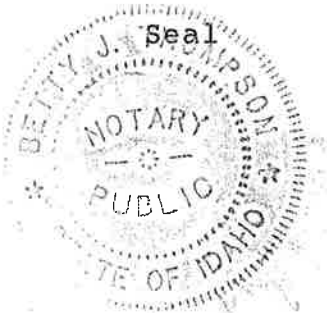
Signature of Claimant(s): David V. Schwendiman Date: 3-8-89

Date: _____

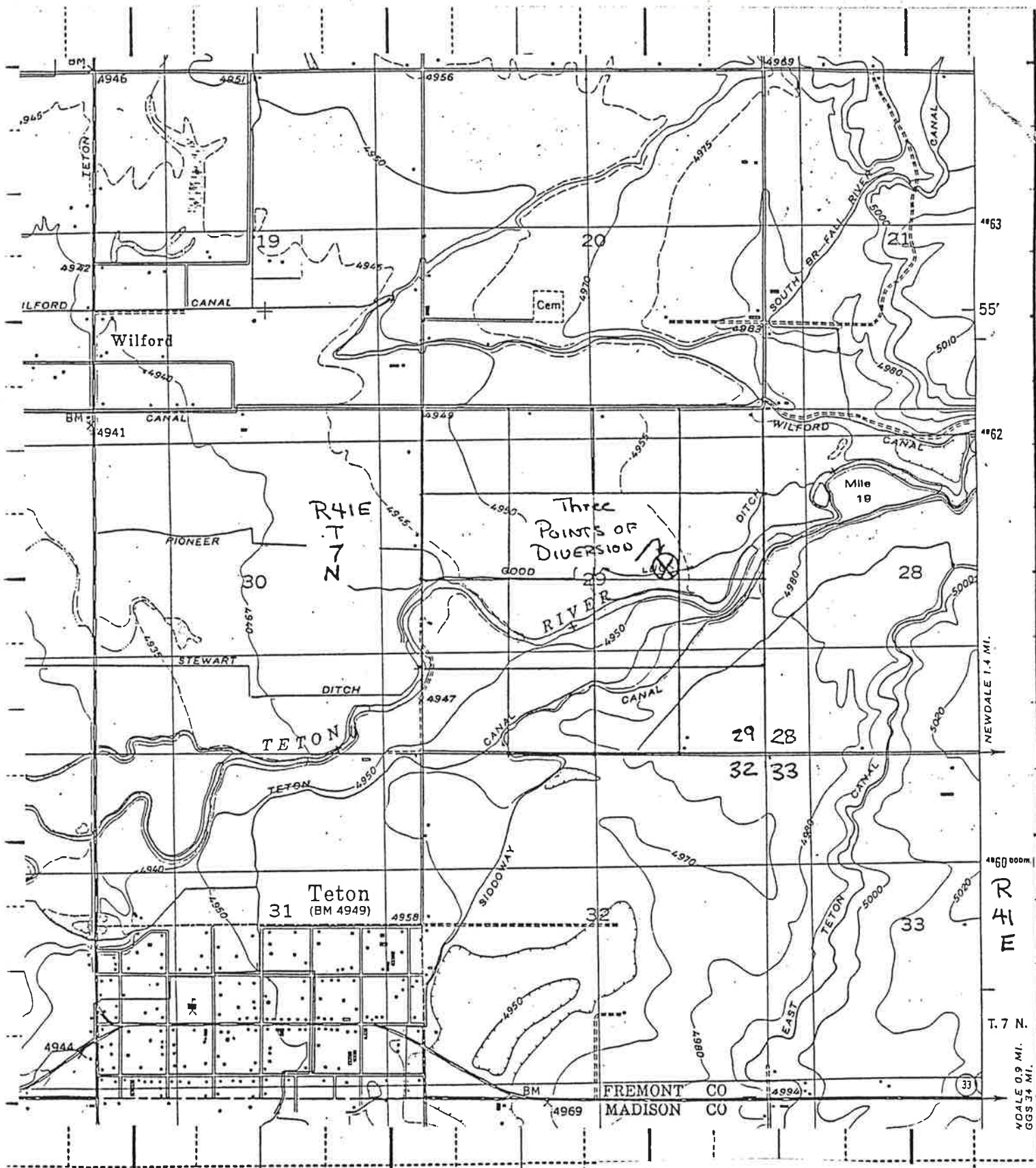
State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 8 day
of Mar 19 89

Betty J. Thompson
Notary Public



BETTY J. THOMPSON, NOTARY PUBLIC
Residing at RESIDING AT IDAHO FALLS, IDAHO
MY COMMISSION EXPIRES: 6-30-94
My Commission Expires _____



A22-07287
AUG 08 2007
OCT 29 1992

SCALE: 2 Inches Equal 1 Mile. Draw Plan In Ink.

