

COPY

1999 JUN 14 PM 3:12

DISTRICT 1 JST-SRBA
TWIN FALLS CO., IDAHO

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

In Re SRBA)
Case No. 39576) NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDINGS
Water Right 47-14798

IDWR has completed the following Administrative Proceeding:

☐ Change of Address
☒ Substitution of Party
☐ I.C. 42-222 Transfer

SUBSTITUTION OF PARTY

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

If yes, does the split involve an I.C. 42-222 transfer? ☐ Yes ☐ No

Water Right(s): 47-14798

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDING
5/21/1999

47-14798

PAGE 1

From (Claimant/Seller):

Name of Claimant: LEE MATHEWS
Address: RT 4 BOX 154
BUHL ID 83316
Phone: (208) 543-4838

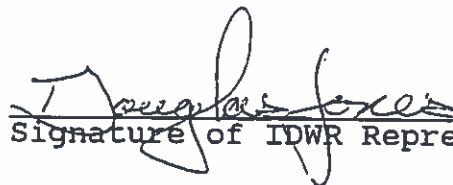
To (Claimant/Purchaser):

Name of Claimant: DON MATHEWS
MARY MATHEWS
Address: 4500 N 1900 E
BUHL ID 83316
Phone: (208) 543-5801

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 Transfer and Amended Director's Reports(s) on the claimant(s), prior claimants(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 6/8/99



Signature of IDWR Representative

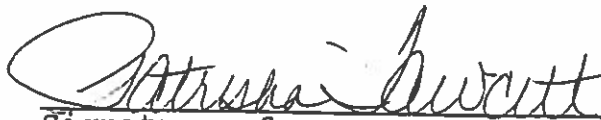
CERTIFICATE OF MAILING

I certify that on 6/14/99 I mailed the original
and copies of this form to the following persons, postage prepaid
and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, Idaho 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:

LEE MATHEWS
RT 4 BOX 154
BUHL ID 83316
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:

DON MATHEWS
MARY MATHEWS
4500 N 1900 E
BUHL ID 83316
4. One Copy to:
Chief, Natural Resources Division
Office of the Attorney General
P.O. Box 44449
Boise, Idaho 83711-4449
5. 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



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

SOUTHERN REGION

June 14, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

DON MATHEWS
MARY MATHEWS
4500 N 1900 E
BUHL ID 83316

RE: SRBA Claim(s) 47-14798

Dear Claimant:

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

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

Sincerely,

Trish Fawcett
Technical Records Specialist

/tf

AJ5856NP

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

DATE: MAY-25-1999
PAGE: A-1

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 47-14798

NAME & ADDRESS: DON MATHEWS
MARY MATHEWS
4500 N 1900 E
BUHL ID 83316

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 12/31/1914

POINT OF DIVERSION: T09S R15E S14 SWSNW Within TWIN FALLS County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	10-01 05-01	0.03 CFS
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within TWIN FALLS County
T09S R15E S14 SWNW

DOMESTIC Within TWIN FALLS County
T09S R15E S14 SWNW

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. RP09S15E1430100A
STOCKWATER, 100 CATTLE

*** Change of Address only - please complete items #1, #4, & #7.

NCAP
RECEIVED

APR 29 1999

Department of Water Resources
Southern RegionSTATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIPPlease print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right or Adjudication Claim No(s): 47-14 798
 2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND**
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
 3. Name and Address of Former Owner/Claimant _____
 4. New Owner/Claimant(s) Don + Mary Mathews
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
 New Mailing Address 4500 N 1900 E
 City, State and ZIP Code Buhl, Id. 83316
 New Telephone Number (208) 543-5801
 5. Date you acquired the property _____
 6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes _____ Other uses _____
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
 7. Signature of New Owner or Claimant(s) Don Mathews
Mary J Mathews
- Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

WARRANTY DEED

FOR VALUE RECEIVED, LEE MATHEWS and ROSEMARY MATHEWS, hereinafter called "Grantor," hereby grant, bargain, sell and convey unto DONALD MATHEWS and MARY MATHEWS, whose mailing address is Route 4, Buhl, Idaho, hereinafter called "Grantee," the following described premises, in Twin Falls County, Idaho, to wit:

The W $\frac{1}{2}$ of the NW $\frac{1}{4}$ Section 14, Township 9 South, Range 15 East of Boise Meridian

together with 68 shares of stock of the Twin Falls Canal Company

EXCEPTING THEREON life interest reserved for the benefit of Lee Mathews and Rosemary Mathews in the residence situated on the above-described real property.

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

DATED this 19th day of December, 1989.

Lee Mathews

LEE MATHEWS

Rosemary Mathews

ROSEMARY MATHEWS

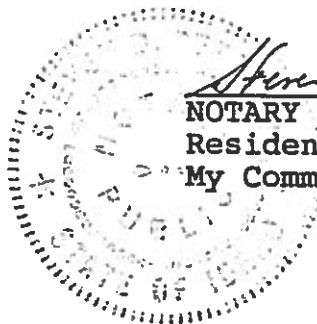
STATE OF IDAHO

County of Twin Falls

)
) ss.
)

On this 19th day of December, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared LEE MATHEWS and ROSEMARY MATHEWS, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Steven D. Peterson

NOTARY PUBLIC

Residence: Twin Falls

My Commission Expires: 5-6-94

CONTRACT OF SALE AND PURCHASE OF REAL PROPERTY

This contract made and entered into the 1st of March, 1989, and memorialized on the 19th day of December, 1989, by and between Lee Mathews and Rosemary Mathews, husband and wife, hereinafter referred to as "Seller" and Donald Mathews and Mary Mathews, husband and wife, hereinafter referred to as "Buyer".

RECITALS:

The Seller wishes to sell and the Buyer wishes to buy the real property described in paragraph 1 below upon the terms and conditions contained herein.

NOW, THEREFORE, it is agreed as follows:

1. Sale and Purchase. Seller hereby agrees to grant, bargain, convey and sell to the Buyer, and the Buyer hereby agrees to purchase, the following described real property situated in the County of Twin Falls, State of Idaho, to wit:

The W $\frac{1}{2}$ of the NW $\frac{1}{4}$ Section 14, Township 9 South, Range 15 East of Boise Meridian

together with 68 shares of stock of the Twin Falls Canal Company

EXCEPTING THEREON life interest reserved for the benefit of Lee Mathews and Rosemary Mathews in the residence situated on the above-described real property.

2. Buyer agrees to pay Seller as purchase price the sum of ~~Seventy Seven Thousand Four Hundred and No/100ths (\$77,400.00)~~ (\$77,400.00) payable as follows:

~~\$77,400.00~~ together with interest thereon at the rate of eight per cent (8%) per annum from the 15th day of

March, 1989, payable ~~\$9042.50~~ on the 15th day of March, 1990, and ~~\$9042.50~~ on the 15th day of March each year thereafter until said principal sum of ~~\$77,140.00~~ together with accrued interest thereon, has been paid in full. Said annual installments of ~~\$9042.50~~ are to be applied first to accrued interest and then to unpaid principal. Buyer shall have the privilege of making additional payments of principal and interest without penalty at any time.

3. Parties agree that the land is subject to a first mortgage by the Federal Land Bank. Seller shall continue to make payments until mortgage is paid in full. In the event of an early payoff, Seller shall use proceeds to satisfy the outstanding mortgage.

4. Possession of said premises shall be delivered Buyer by Seller on the 15th day of March, 1989, and shall be made in accordance with the attached amortization schedule.

5. Seller shall pay real property taxes upon said premises for the year 1988 and prior years, and Buyer shall pay such real property taxes for the year 1989 and succeeding years; Buyer shall pay other assessments against said property for the year 1989 and succeeding years, and Seller shall pay the same for prior years.

6. Buyer and Seller shall obtain a policy of fire insurance insuring the improvements located on said premises and said policy shall have an endorsement making the proceeds of the

same payable to Seller, as his interests shall appear.

7. An executed copy of this Agreement, together with a Warranty Deed executed by Seller conveying said property to Buyer, free and clear of all encumbrances, excepting life interests existing easements and rights-of-way and a title insurance policy procured at expense of Seller insuring title in said property free and clear of all encumbrances excepting existing easements and rights-of-way and standard printed exceptions, shall be held by the Seller. Seller shall deliver said instruments to Buyer when Seller has been paid in full. Seller shall retain all instruments if this Agreement is terminated as hereinafter provided.

8. Buyer shall maintain the premises sold hereunder and all improvements thereon in as good condition as they now are, wear and tear and damage from fire and the elements excepted.

9. This contract was drafted by the Seller's attorney as a matter of convenience only and shall not be construed for or against either party on that account. Buyer hereby acknowledges that the attorney for the Seller has not given legal advise to the Buyer nor made any representations or warranties on behalf of the Seller. Buyer acknowledges that he had the opportunity to engage separate legal counsel to review the documents and is not relying in his execution and participation in this transaction upon the advice of counsel for the Seller.

10. In the event either party to this Agreement engages the services of an attorney to enforce the terms hereof, the losing

party shall pay the prevailing a reasonable sum as attorney fees.

11. Time is of the essence of this Agreement, and in the event Buyer shall refuse or neglect to pay installments of purchase price and/or interest, or any of them, or fail to comply with any of the provisions herein contained, it shall be optional with the Seller to:

(a) Declare this Agreement terminated and upon the making of such declaration, all of the rights of the Buyer to continue said purchase, or to continue in possession of said premises shall immediately terminate and Seller shall retain all money paid to him as purchase price as liquidated damages;

or,

(b) Declare all installments of purchase price and interest thereon due hereunder to be immediately due and payable; provided, however, that before such termination of this Agreement, or before declaring all installments of purchase price and interest thereon immediately due and payable, the Seller must give Buyer thirty (30) days' written notice of his intention to terminate this Agreement or to declare all installments of purchase price immediately due and payable and said written notice shall contain the grounds upon which such action is based and if within such thirty-day period, the Buyer shall fully comply with, and conform with the provision or provisions hereof for the breach

of which the Seller shall give such notice, then, and in that event, this Agreement shall remain and be in full force and effect the same as if such default by Buyer had never been made; provided, however, that such remedy or remedies shall not be exclusive but shall be cumulative and not in derogation of any remedies or rights the Seller may otherwise have by reason of the breach of this Agreement by Buyer.

12. The parties hereto respectively bind themselves, their heirs, legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Lee Mathews
LEE MATHEWS

Rosemary Mathews
ROSEMARY MATHEWS

"SELLER"

Don Mathews
DON MATHEWS

Mary Mathews
MARY MATHEWS

"BUYER"

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 19th day of December, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared LEE MATHEWS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Steven D. Rehn
NOTARY PUBLIC
Residence: Twin Falls
My Commission Expires: 5-2-94

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 19th day of December, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared ROSEMARY MATHEWS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

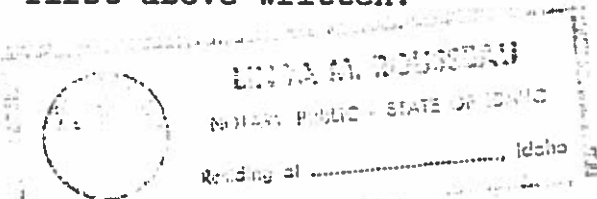
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Steven D. Rehn
NOTARY PUBLIC
Residence: Twin Falls, Idaho
My Commission Expires: 5-2-94

STATE OF IDAHO)
County of Twin Falls) ss.

On this 19th day of December, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared DON MATHEWS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

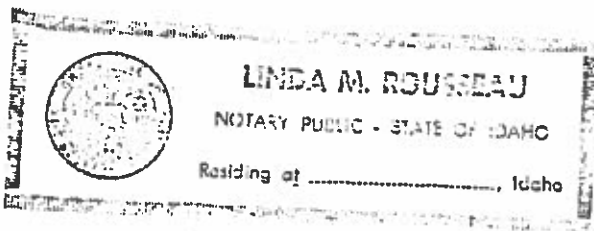


Linda M. Rousseau
NOTARY PUBLIC
Residence: Twin Falls, Idaho
My Commission Expires: 9-11-93

STATE OF IDAHO)
County of Twin Falls) ss.

On this 19th day of December, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared MARY MATHEWS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she 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.



Linda M. Rousseau
NOTARY PUBLIC
Residence: Twin Falls, Idaho
My Commission Expires: 9-11-93

State of Idaho }
Co. of Twin Falls } ss.
I hereby certify that this
instrument is a record at
1.15
DEC 21 1989
In my office and recorded
RICHARD A. PENCE
Twin Falls, Idaho
Fee \$ 21.00 Deputy
Return to



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

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

PHILIP E. BATT
GOVERNOR

December 8, 1998

KARL J. DREHER
DIRECTOR

RECEIVED

DEC 16 1998

Department of Water Resources
Southern Region

DON AND MARY MATHEWS
4500 N 1900 E
BUHL ID 83316

RE: Snake River Basin Adjudication (SRBA)
Water Right #47-14798

Dear Mr. and Mrs. Mathews:

Thank you for informing us of the change in ownership of the above-referenced water right. I am returning your partially-completed ownership change form and the individual listings of water rights #47-14797 and 47-14798. Please do not return the individual listings to us.

Before we can process your ownership change, Items 2.A and 2.B. on the ownership change form must be completed.

Please submit the form with supporting documentation to our Twin Falls office:

Idaho Department of Water Resources
Adjudication Bureau
1341 Fillmore St., Ste. 200
Twin Falls, ID 83301

If your mail delivery address changes in any form, please contact us in writing so we can update our records to assure you receive important notices concerning your water right claim.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region
Enclosure:

Partially-completed Form 42-248/42-1409(6)
Individual Listings of Water Rights #47-14797 & 47-14798

*** Change of Address only - please complete items #1, #4, & #7.

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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

1. Water Right or Adjudication Claim No(s): 47-14 798

2. The following **REQUIRED** information must be submitted with this form:
 - A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
 - AND**
 - B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
 - OR**
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant _____

4. New Owner/Claimant(s) Don + Mary Mathews
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
 New Mailing Address 4500 N 1900 E
 City, State and ZIP Code Buhl, Id. 83316
 New Telephone Number (208) 543-5801

5. Date you acquired the property _____

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes _____ Other uses _____
 If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s) Don Mathews
Mary J Mathews

Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.

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

AJ5856NP

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

DATE: SEP-2-1997
PAGE: A-3798

RIGHT NUMBER: 47-14798

NAME & ADDRESS: LEE MATHEWS
RT 4 BOX 154
BUHL ID 83316

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

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

See 7/28/98

PRIORITY DATE: 12/31/1914

POINT OF DIVERSION: T09S R15E S14 SWSNW Within TWIN FALLS County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
STOCKWATER
DOMESTIC 1 HOME

add code
OK
13

PERIOD OF USE

10-01 05-01

01-01 12-31

QUANTITY

0.03 CFS

0.04 CFS

PLACE OF USE: STOCKWATER Within TWIN FALLS County
T09S R15E S14 SNNW

DOMESTIC Within TWIN FALLS County
T09S R15E S14 SNNW

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. RP09S15E1430100A
STOCKWATER, 100 CATTLE

Claim proofread by: *RM*

Date: *9-10-97*

D4-28-98

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

~~RETURN SERVICE REQUESTED~~

4456 N 1900E



IMPORTANT WATER RIGHT INFORMATION

47-14798
LEE MATHEWS
RT 4 BOX 154
BUHL ID 83316

RECEIVED
AUG 14 1998
Department of Water Resources

BASIN 47 D&S RECOMMENDATIONS
REMAILED BY DMS ON 8/19/98
w/ chg of ownership & chg of address forms
NO DATA ENTRY CORRECTIONS DONE!



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 2148 4th Ave. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

February 6, 1989

Lee Mathews
Route 4, Box 154
Buhl, ID 83316

A45-10126
A47-14798

RE: SRBA Claim

Dear Claimant:

Please find enclosed your claim and your check # 561 for
\$ 50.00 which you submitted to our office. I am returning
these pursuant to Rule 10,4 of the Department's Adjudications Rules and
Regulations. In checking your claim it appears that the following
items need clarification:

- [] Item #2 Priority
- [] Item #4 Point of Diversion Legal Description
- [] Item #6 Uses descriptions
- [] Item #9 Description of Non-irrigation Uses
- [] Item #10 Place of Use Legal Description
- [X] Item #16 Signature & Notorization
- [] Improper fee (THE CORRECT FEE IS \$ _____)
- [] Other or Remarks

On Don & Mary's claim must have power of attorney authorizing
Lee's signature or Don or Mary must sign claim.

If you wish to continue to press your claim please find enclosed
instructions and another claim form to use. If you will make the
necessary corrections and return your claim with the correct fee and a
copy of this letter within 30 DAYS of the date of this letter, your
filing will be considered timely and will not be assessed an additional
late fee of \$ 50.00.

BEFORE RETURNING THE CLAIM PLEASE READ THE ENCLOSED DRAFT TEXT FOR D&S
BROCHURE. Due to recent rulings by the court you may defer filing the
claim if you so desire but it is recommended by the Department that you
continue to press your claim. If you have any questions contact our
office.

Sincerely,

Allen Merritt
Allen Merritt, P.E.
Water Rights Supervisor

MICROFILMED
DEC 1 1996

ADM:adm
Enclosures:

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A47-14798
Date Received: 2/24/1989
Receipt No: S006376
Received By: Sce

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: LEE MATHEWS 208-543-4838
Address: RT. 4 BOX 154
BUHL, ID 83316
2. Date of Priority: DEC 31, 1914
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|------------|
| 09S | 15E | 14 | SW | SW | NW | | TWIN FALLS |
5. Description of diverting works:
WELL AND 1 HP PUMP
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| DOMESTIC | 01/01 | 12/31 | 0.040 | | |
| STOCKWATER | 10/01 | 05/01 | 0.030 | | |
7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or) A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
D/1 HOUSE S/100 CATTLE
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	15E	14	NE	NW		DOMEST	
			NE	NW		STOCK	

A47-14798

Page 1

Date: 02/24/89

MICROFILMED

MAR 16 1993

11. Place of use in counties: TWIN FALLS

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

13. Other Water Rights Used:

NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____
My Commission Expires _____

RECEIVED

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

DEC 15 1988

Department of Water Resources
39576 Northern Region Office

CIVIL CASE NUMBER: 39576

Identification No. A47-14798Date Received 12-15-88Receipt Number 5006376 SCCIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEMNOTICE OF CLAIM
TO A
WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

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

Pd \$50 check #561
for 2 Domestic
claims
R. J. Shortell

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) LEE MATHEWS Phone () 543-4838Mailing Address RTE 4 BOX 154 Buhl, IDAHO Zip 833162. Date of Priority (Only one per claim) Dec 31, 1914 Month/Day/Year3. Source of water supply (Check one) ☒ Groundwater or Other () (a) Dom. Well

Name or kind of source

which is tributary to (b) _____

4. Location of point of diversion is: Township 9 SOUTH Range 15Section 14 SW, NE 1/4 of SW 1/4 of NE 1/4, Govt. Lot _____, BM.,County of TWIN FALLS

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. Well + Pump
120' deep 1HP pump

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

For Domestic purposes from 1/1 to 12/31 amount .04 (cfs)For Stock purposes from 10/1 to 5/1 amount .03 (Both dates are inclusive)7. Total quantity claimed .04 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) D/H House 5/100 cattle

MICROFILMED

MAR 16 1989

10. Place of use is: Township: 95 Range 15E
Section 14, NE 1/4 of NW 1/4, Govt. Lot _____, B.M.,

County of Twin Falls for (Circle One) Domestic Stock Domestic and Stock

Additional places of use, if any _____

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

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

13. Describe any other water rights used at the same place and for the same purposes as described above.

None

14. Remarks: _____

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

Court _____ Decree Date _____ Plaintiff vs Defendant _____

If applicable provide IDWR Water Right Number _____

16. Signature (s)

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

Number of Attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) X Lee Mathews Date 12-15-88

_____ Date _____

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

_____ Title _____
of _____, that I have signed the foregoing

Organization _____
document in the space below as _____ of _____

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

Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____)

County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 15th day of Dec. 19 88

SEAL

Notary Public Lee D. Mathews

Residing at Kimberly, Id.

My Commission Expires 6/30/92

Last Name _____ Ident No. _____

MICROFILMED
Copies: White-State, Yellow-Claimant
MAR 16 1993

WATER RIGHT NUMBER - A47-14798

PREFIX TRANSLATION: ADJUDICATION CLAIM

OLD (D) NUMBER -

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

+ - FIRST NAME - - +

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

*** C - CURRENT OWNER ***
MATHEWS

LEE

1 - RT. 4 BOX 154

2 -

3 -

CITY- BUHL

PHONE - 208-543-4838

STATE- ID ZIP- 83316

+ - - PRIORITY DATE - - +
12/31/1914

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

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

+ - - - STATUS - - - - +

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

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

+ - - - - POINT OF DIVERSION - - - - - +
TWN RNG SEC TRACT LOT RFLG COUNTY STREAM INDEX (BLANK IF NO INDEX CODE)

09S 15E 14 SW SW NW (83) TWIN FALLS

+ - - - - WATER USE - - - - - +
CODE DESCRIPTION PERIOD FROM PERIOD TO DIVERSION RATE DIVERSION VOLUME

43 - DOMESTIC

01/01

12/31

0.040

04 - STOCKWATER

10/01

05/01

0.030

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

+ - - - - PLACE OF USE - - - - - +
TWN RNG SEC TRACT LOT ACRES CODE DESCRIPTION COUNTY

09S

15E

14

NE NW

04

STOCKWATER

(83) TWIN FALLS

09S

15E

14

NE NW

43

DOMESTIC

(83) TWIN FALLS

+ - - DIVERSION MEANS - WELL AND 1 HP PUMP

+ - - NON-IRRIGATION USE - D/1 HOUSE S/100 CATTLE

+ - - OTHER RIGHTS FOR SAME USE - NONE

+ - - - - REMARKS - - - - - +
NO REMARKS FOUND.

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

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

+ - - - - DECREE PLAINTIFF - - - - +

+ - - - - DECREE DEFENDANT - - - - +

+ - DECREE DATE - +
00/00/0000

MICROFILMED
OCT 28 1991

178

