

IDAHO DEPARTMENT OF WATER RESOURCES 12/04/2001
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

Water Right 29-156A

NAME AND ADDRESS: SHARON A GILLMAN
12258 AVERY DR
LAVA HOT SPRINGS ID 83246

GORDON L GILLMAN
12258 AVERY DR
LAVA HOT SPRINGS ID 83246

SOURCE: DEMPSEY CREEK
EAST CREEK
TRIBUTARY: PORTNEUF RIVER
TRIBUTARY: DEMPSEY CREEK

QUANTITY: 0.05 CFS

PRIORITY DATE: 05/01/1881

POINT OF DIVERSION:

T10S R38E S4 NESWSW Within BANNOCK County
T10S R38E S4 SENWSE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 09/15	0.050 CFS
THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE [APRIL 15] AND AFTER [SEPTEMBER 15] UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.		

PLACE OF USE: IRRIGATION Within BANNOCK County

T10S R38E S04 SWNW 2.5

2.5 ACRES TOTAL

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

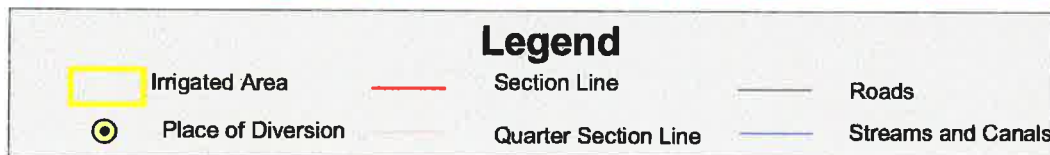
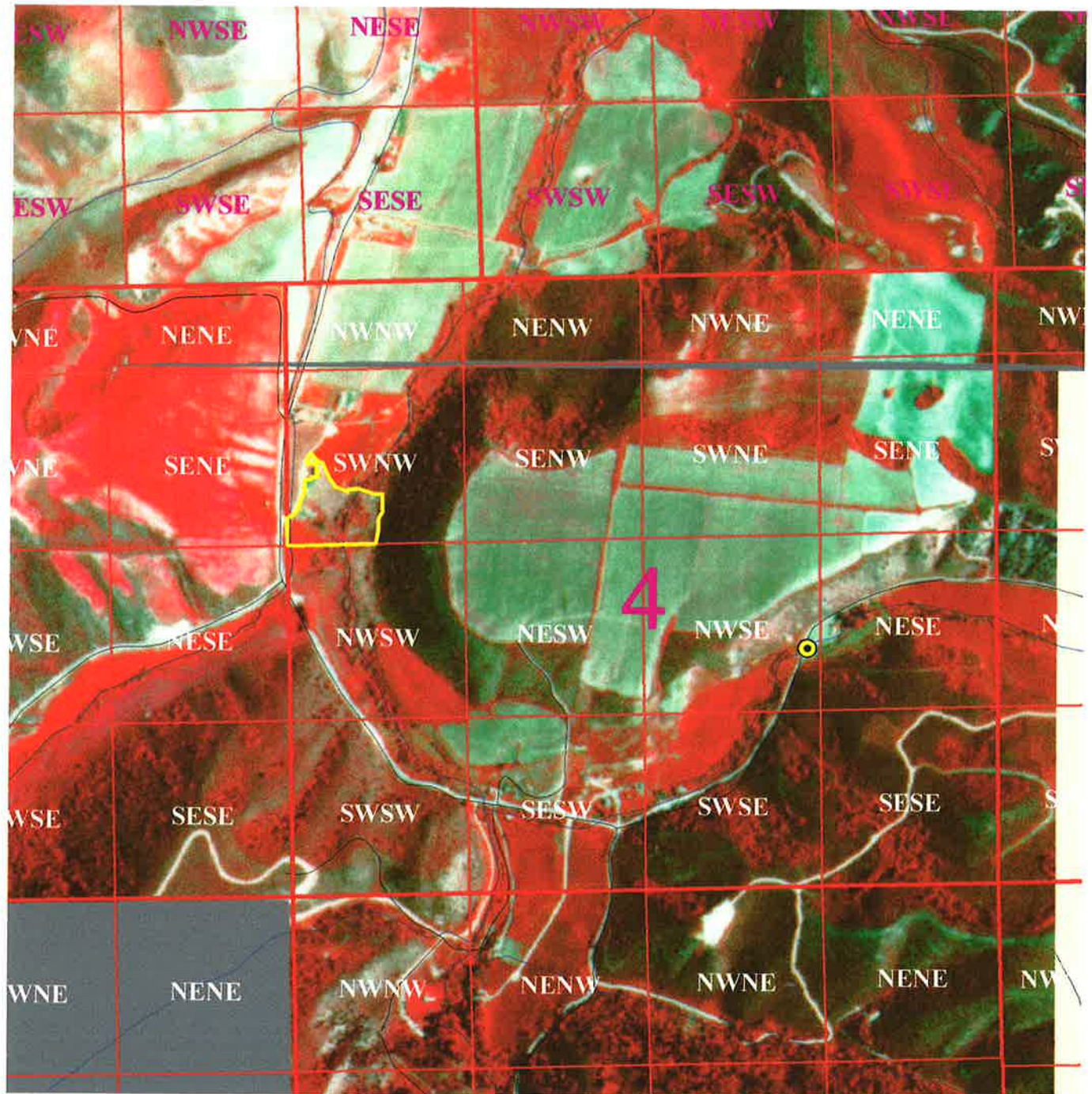
EXPLANATORY MATERIAL: Decreed

THIS RIGHT IS A PORTION OF FORMER DECREEED RIGHT 29-156.

Water Right Claim Number A29-00156A

08/07/2000

Township , 10S38E



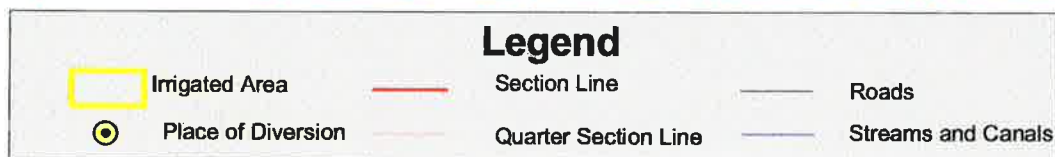
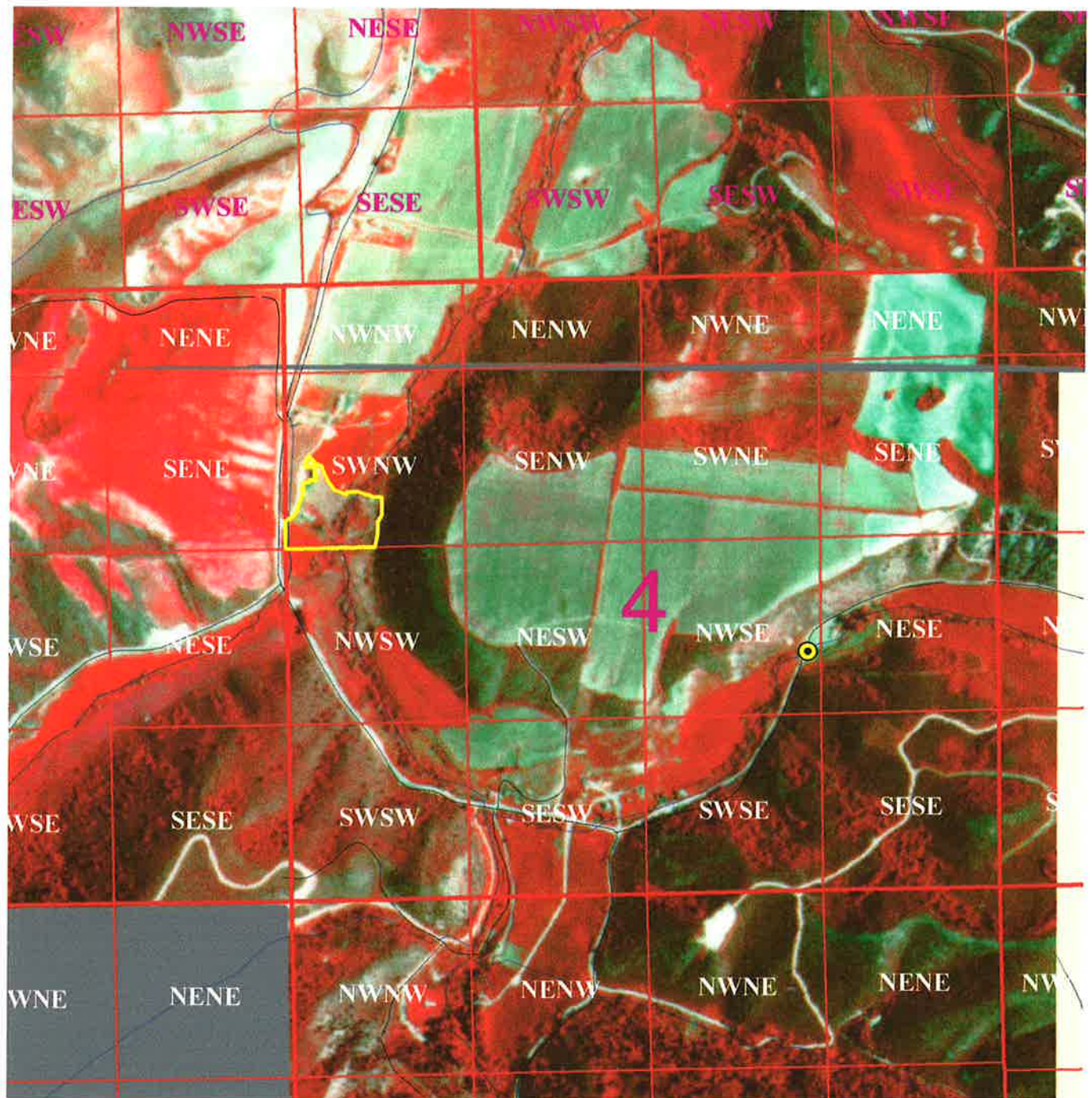
700 0 700 1400 Feet



Water Right Claim Number A29-00156A

08/07/2000

Township , 10S38E



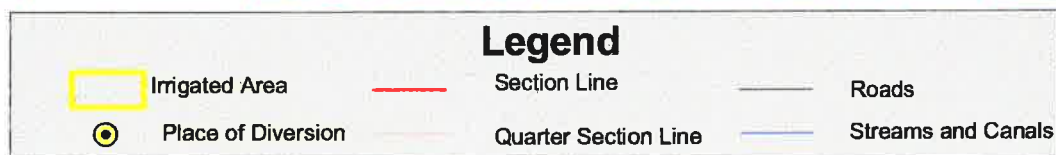
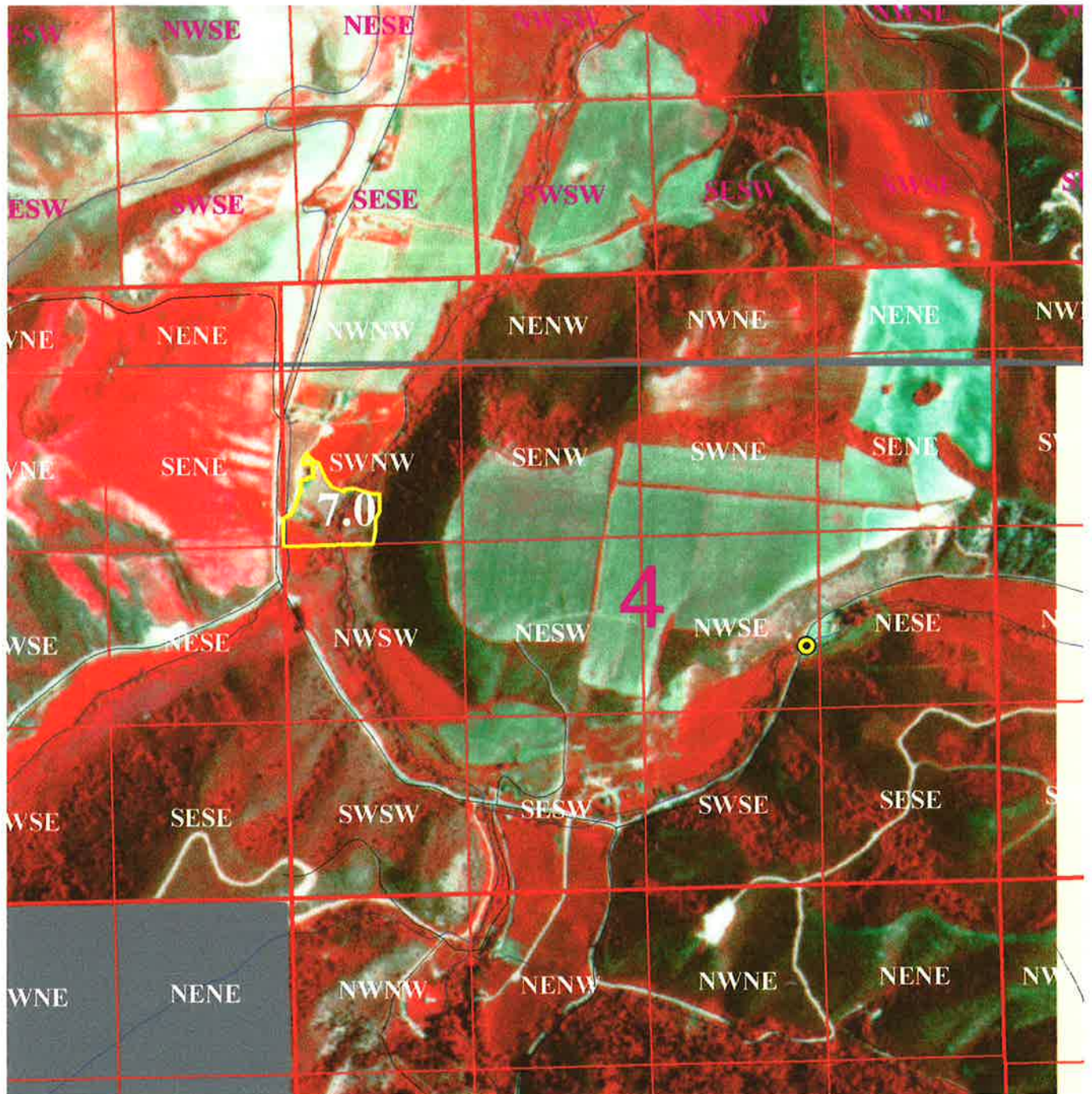
700 0 700 1400 Feet



Water Right Claim Number A29-00156A

08/07/2000

Township , 10S38E



700 0 700 1400 Feet



32 33

G. Gillman

R. Price

R. Price, 29-12021
G. Gillman, 29-00156A
As amended to add POD

added POD

N430E, 1500'

5 4
9 10

T10S, R38E

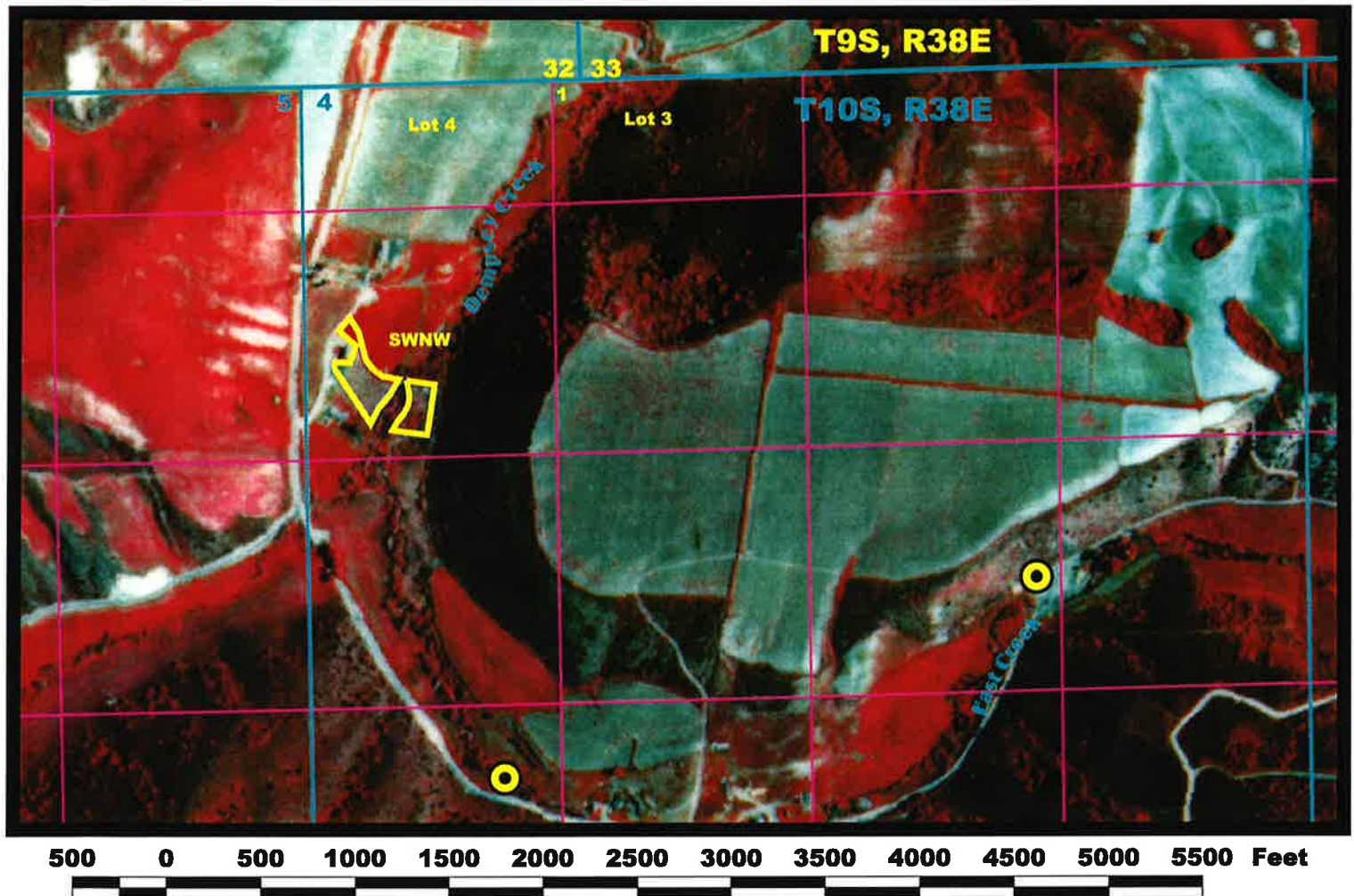


STATE OF IDAHO

Department of Water Resources

Eastern Region

Water Right(s): 29-156A



LEGEND



SESE Place of Use



Section



Quarter-Quarter



Point of Diversion

Place of Use: T10S, R38E
(part of) Sec. 4 SWNW

Point(s) of Diversion: T10S, R38E
Sec. 4 SENWSE, NESWSW



GIS Place of Use Illustration
1987/1988 NAPP photography
Prepared by: A. Ruberry
Date: December 2001

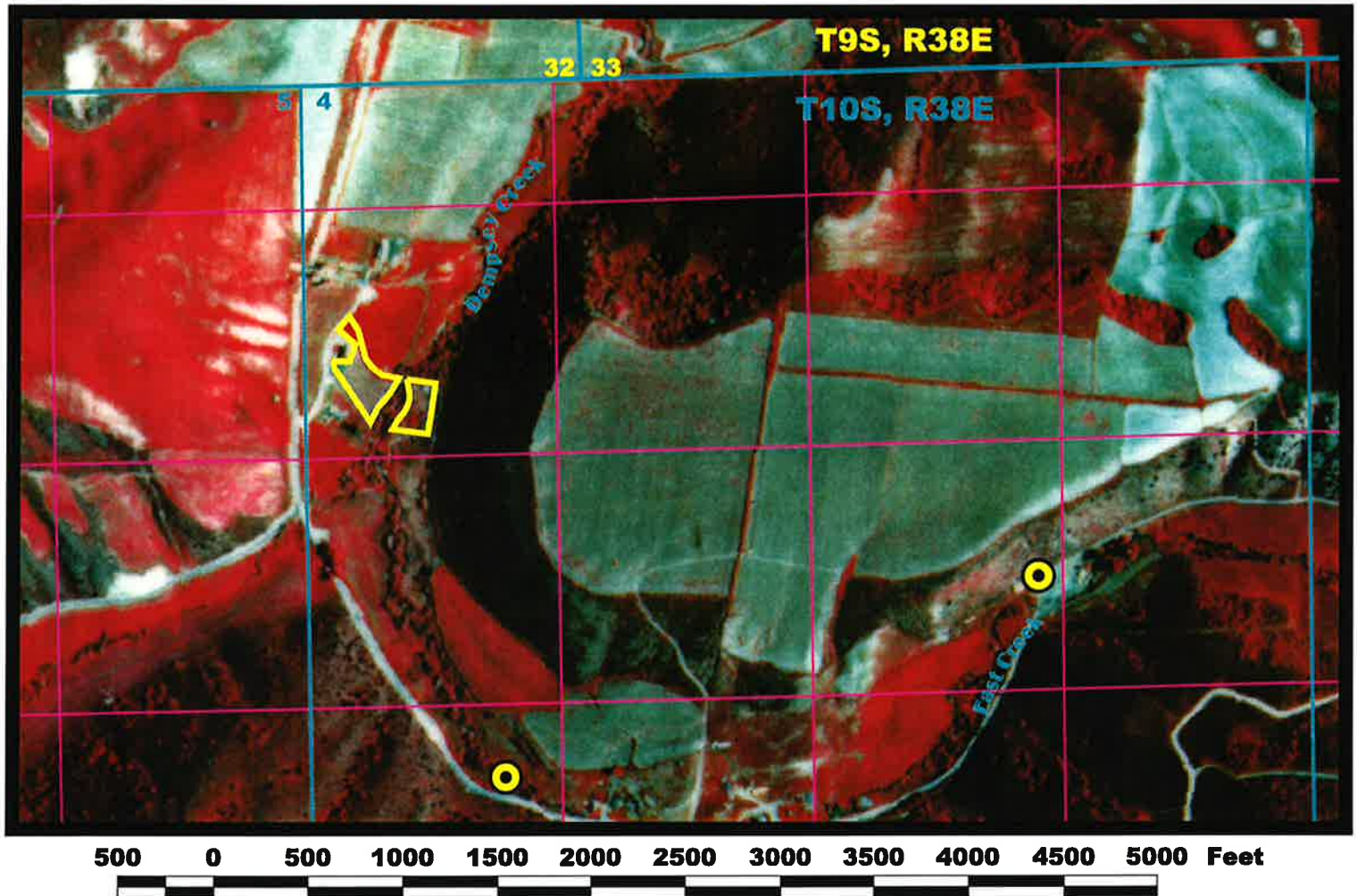


STATE OF IDAHO

Department of Water Resources

Eastern Region

Water Right(s): 29-156A



LEGEND

- SESE** Place of Use
- Section**
- Quarter-Quarter**
- Point of Diversion**

Place of Use: T10S, R38E
(part of) Sec. 4 SWNW

Point(s) of Diversion: T10S, R38E
Sec. 4 SENWSE, NESWSW



SCANNED
JUN 28 2005

GIS Place of Use Illustration
1987/1988 NAPP photography
Prepared by: A. Ruberry
Date: November 2001

29-12021 (R. Price)
29-156A (G. Gullman)
29-13131 (L. Avery)



PROFILED

SCANNED
JUN 28 2005

29-00156A Decrees (No Part B rounds)

Decrees AS: 0.78 cfs

Claimed AS: 0.22 cfs (Part A)

0.56 cfs unclaimed

Not So! See History
in A29-10291

Q: → I. Claims 0.22 cfs on SAC = 0.044 cfs/ac, over status
(RG: 42-202 IC).

II. Claims source of East Creek and Poll w/ SWNW
Sec. 4 105 38E; POD AS Sec. 4 NWSE. All such
blomots are described (as part of) by Decrees
29-156. Priority May 1, 1881 also matures Decrees.

Q: → III. Appears to be somewhat less than SAC irrigated.
Field Exam Req'd.

IV. Claims SOU AS 4/1 to 11/1. Decrees specifies
4/15 to 9/15. So recommended.

7/11/01 Met w/ Mr. Gillman, discussed the perceived problems of
Δ POD, excess of claimed cfs, actual irrig. ac. Ask for a copy
of his deed. He will copy for me, w/cc or contract of sales
which specifies "some" water.

SCANNED

JUN 28 2005

PROFILES

L. AVERI
A29-13131

0.56 cfs 5/01/1881
34 AC.
SEE GIS
DEMPSEY CREEK
Amundson to 0.64 cfs

G. GILLMAN
A29-00156A
0.04 cfs 5/01/1881
REDUCED FROM 0.05
0.22 cfs TO 0.04 cfs
5.0 AC. TO 2.5 AC.
EAST CREEK

R. PRICE
A29-12021
0.08 cfs 5/01/1881
REDUCED FROM: 0.09
0.31 cfs TO 0.08 cfs
6.0 AC. TO 5.0 AC.
EAST CREEK

AS DECREED
SPLIT PORTION OF 29-00156
0.78 cfs 05/01/1881

R. TILLOTSON
A29-00164
CLAIMED AS ORIGINAL DECREE
0.29 cfs 04/01/1881
DEED SPECIFIES ALL OF #124
SEC 32 S85E
SEC 33 SWSW T9S R38E
DEMPSEY CREEK

SPLIT BY C/O'S
W/ DEED AS:

L. AVERI
A29-10291
COMBINES DECREED RTS.
29-00156 (0.78) AND 29-
00164 (0.29).
TOTAL Q = 1.07 cfs
PRIORITY: 5/1/1881

NOTE: SEE SPLIT CALCULATIONS
IN A29-10291.
DELIVERY THROUGH WEST
DEMPSEY CANAL

8/15/01 GARY AMUNDSON CLAIM TO
DAN'S WIFE TO PASS ON TO
DAN'S MOTHER FOR SIGNATURE. SHE
HAS POA FOR LUCAS AVERY. I
ALSO REQUESTED cc of POA FOR FWS.

3/28/02
JUN 28 2005
SCANNED

PROFILE

T9S, R38E

T10S, R38E

32 33

5 4

Dempsey Creek

SWNW

2.5

East Creek



T9S R38E

32 33

T10S R38E

5

4

Dempsey Creek

**Gordon Gillman
29-00156A**

O

East

T9S, R38E

T10S, R38E

32 33

5 4

L. Avery
29-13131

G. Gillman
29-156A

R. Price
29-12021

East Creek



WR5808NP
(00-26)

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROOF READING REPORT

05/10/01 13:07:09
Page 1

Water Right Number - 29-00156

Prefix Translation: WATER RIGHT

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
GODFREY

WILLIAM R.

1 -
2 -
3 -
City-
Phone -

State- Zip-

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - - +
05/01/1881 15 EASTERN D - DECREED

+ - - Source - - - + + - - Tributary - - - - +
DEMPSEY CREEK PORTNEUF RIVER

+ - - Point of Diversion - - - - +
Twn Rng Sec Tract Lot RFlg County Diversion Name Diversion Rate Diversion No.

10S 38E 4 SW SW (5) BANNOCK
NW SE (5) BANNOCK
5 NE SE (5) BANNOCK
9 NE NW (5) BANNOCK
SE NW (5) BANNOCK

+ - - Water Use - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

01 - IRRIGATION 04/15 09/15 0.780
Total Div. Rate - + Total Div. Volume - + Total Div. Capacity - + Total Consumptive Use - + KW Usage - +
0.780 0.0

+ - - Place of Use - - - - +
Twn Rng Sec Tract Lot Acres Code Description County

10S 38E 4 NE NW 3 01 IRRIGATION (5) BANNOCK
10S 38E 4 NW NW 4 01 IRRIGATION (5) BANNOCK
10S 38E 4 SW NW 4 01 IRRIGATION (5) BANNOCK
10S 38E 4 NW SW 4 01 IRRIGATION (5) BANNOCK
10S 38E 5 NE SE 4 01 IRRIGATION (5) BANNOCK
10S 38E 9 NE NW 4 01 IRRIGATION (5) BANNOCK

+ - - Diversion Means -

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - Remarks - - - - - +

GEN P/U INCOMPLETE.

JUN 28 2005

SCANNED

CLAIMS SOURCE AS LEAST CK
WHICH MATCHES DECREASED POD

2 C & 2 (WR ERROR)

As claimed

NO → Use Decreed Portion

claims 4/1 to 11/1

claims 0.2 cfs in Part A.

claims →

4/1 5=

No Part B found 13? RECORDS
SEARCHED

117. COOPER, W. W.
-0152 1889 Mar. 1 2 c.f.s.
-0153 1893 May 1 1.2 c.f.s.

Said water to be diverted through a ditch taken out at point which bears South 59 degrees 25 minutes East, 1740 feet from the Northwest corner of Section 26, Township 9 South, Range 38 E.B.M., for the irrigation of Lots 1, 2, 3, and 4, and the Southwest quarter of the Southeast quarter, Section 22, Township 9 South, Range 38 E.B.M., and Lot 3, Section 15, Township 9 South, Range 38 E.B.M.

118. FRANK WARNER, FRANCIS
DEWEY WARNER, FLORENCE
GRACE POTTER, KATHERINE
THERESA WARNER, the
heirs of CORA WARNER,
deceased.
-0154 1889 June 1 .8 c.f.s.
-0155 1893 Mar. 1 .8 c.f.s.

Said water to be diverted through a ditch taken out at a point which bears South 66 degrees 30 minutes East 2070 feet from the Northwest corner of Section 26, Township 9 South, Range 38 E.B.M., for the irrigation of the Northeast quarter of the Northeast quarter, Section 27, the Northwest quarter of the Northwest quarter, Section 26, the Southeast quarter of the Southeast quarter, and the Northeast quarter of the Southeast quarter, Section 22, Township 9 South, Range 38 E.B.M.

DEMPSEY CREEK, TRIBUTARY TO THE PORTNEUF RIVER

119. GODFREY, WILLIAM R.
-0156 1881 May 1 .78 c.f.s.
-0157 1882 May 1 .70 c.f.s.

Said water to be diverted through a ditch having intake in the East half of the Northwest quarter, Section 9, Township 10 South, Range 38, E.B.M., also through another ditch having intake in the Northwest quarter of the Southeast quarter of Section 4, Township 10 South, Range 38 E.B.M.; also through another ditch having intake North 53 degrees East 1550 feet from the Southwest corner of section 4; also through two ditches in West Creek (tributary of Dempsey Creek) in the Northeast quarter of the Southeast quarter, Section 5, Township 10 South, Range 38 E.B.M. for the irrigation of the Northeast quarter of the Northwest quarter, Section 9, Lots 3 and 4 and the Southwest quarter of the Northwest quarter, and the Northwest quarter of the Southwest quarter of Section 4, and the Northeast quarter of the Southeast quarter, Section 5, Township 10 South, Range 38 E.B.M.

PROFILE

SCANNED

JUN 28 2005

120. ROWSELL, A. A.
ROWSSELL, WALTER
ROWSSELL, S. A.
ROWSSELL, J. A.
-0158 1880 April 1 2 c.f.s.
-0159 1896 April 15 .12 c.f.s.

Said water to be diverted through a ditch having intake near where Dempsey Creek crosses the line between townships 9 and 10 South (Byington-Merrick Ditch).

Said water to be diverted through a ditch having intake South 88 degrees East, 1430

29751

WARRANTY DEED

For Value Received LELAND AVERY & MAXINE AVERY, HUSBAND & WIFE

751576

the grantors, do hereby grant, bargain, sell and convey unto

GORDON LYNN GILLMAN & SHARON ANN GILLMAN, HUSBAND & WIFE

whose current address is P.O. Box 59 LAVA HOT SPRINGS, IDAHO 83246

the grantees, the following described premises, in BANNOCK.....County Idaho, to wit:

LOT 3R, BLOCK 1, WILLOW BROOK ESTATES, BANNOCK COUNTY, IDAHO

*See Attached "Sales Agreement"
See Water Right Reference.*

[Signature]
7/19/01
IDWIC

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, THEIR heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee S, that THEY ARE the owners in fee simple of said premises; that they are free from all incumbrances

and that They will warrant and defend the same from all lawful claims whatsoever.

Dated: JUNE 17, 1985

[Signature]
LELAND AVERY

[Signature]
MAXINE AVERY

STATE OF IDAHO, COUNTY OF
On this 17TH day of JUNE, 1985,
before me, a notary public in and for said State, personally
appeared

LELAND AVERY AND MAXINE AVERY

known to me by the personS whose nameS ARE
subscribed to the within instrument, and acknowledged to
me that THEY executed the same.

[Signature]
Notary Public
Residing at LAVA HOT SPRINGS, Idaho
Comm. Expires LIFETIME COMMISSION

NO. 751576
RECORDED IN BOOK 11 OF
Sharon Gillman
'85 JUN 18 PM 2:14
OFFICIAL BOOK 426
BANK OF AMERICA
LARRY W. GAN RECORDER
FEE 2.00 DEPUTY slh

Furnished by the AMERICAN LAND TITLE CO., Pocatello, Idaho

GORDON LYNN GILMAN AND SHARON ANN GILMAN, HUSBAND AND WIFE
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in
State of Idaho, commonly known as LELAND AVERY PROPERTY, County of DANNOCK
legally described as: LOT 5, WILLOW BROOK SUBDIVISION

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS FOURTEEN THOUSAND NINE HUNDRED 00/100
DOLLARS (\$ 14,900.00) payable as follows:

A. Earnest Money.
(a) Buyer hereby deposits and a receipt is hereby acknowledged of ONE HUNDRED 00/100 Dollars (\$ 100.00) evidenced by: ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due, or paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money to be deposited in trust account upon acceptance by all parties.

(c) All Earnest Money shall be held by FIRST UNITED CORPORATION for the benefit of the parties hereto, and FIRST UNITED CORPORATION (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: \$2,250.00 CASH AT CLOSING TO INCLUDE EARNEST MONEY. BALANCE OF \$12,650.00 AMORTIZED AT 9.75% PAYABLE AT \$133.90 DUE OCTOBER 10, 1984 AND EACH CONSECUTIVE MONTH FOR 100 MONTHS.

THERE SHALL BE NO PENALTY FOR PREPAYMENT.

EARNEST MONEY IS REFUNDABLE IF SALE IS NOT CONSUMMATED. SAME INCLUDES EXISTING WATER RIGHTS NOW ON PROPERTY.

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of AUGUST 15, 1984. If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: MATTERS OF PUBLIC RECORD.

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that PIONEER Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be PIONEER TITLE COMPANY is the broker responsible for the closing.

Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be SEPTEMBER 10, 1984.

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before SEPTEMBER 10, 1984 and taxes and water assessments (using the last available assessment as a basis), real estate insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of SEPTEMBER 10, 1984 except as follows:

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: SELLER AGREES TO PROVIDE AN UNDERGROUND IRRIGATION WATER PIPE LINE TO BUYER. LOT BOUNDARY AND PROVIDE RISER AND SPRET SUFFICIENT TO IRRIGATE BUYER'S LOT.

9. The following items of property now on the premises are specifically excluded from the sale: NONE.

The following items of personal property are specifically included in the sale: NONE.

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency: FIRST UNITED CORPORATION Selling Agency: FIRST UNITED CORPORATION
M. A. G. O. by CLAY SANT

BUYER
BUYER
On this date, _____, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agrees to pay a commission of _____% of selling price or _____ DOLLARS (\$ _____) to the above named broker(s) for services.

I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

SELLER
SELLER
A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this _____ day of _____, 19____.

STATE OF IDAHO
County of _____ ss
On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that he _____ executed the same.

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

Notary Public for Idaho

JUN 08 2001

Log for claim A29-00156A

Spatial Dynamics AMH

8/7/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
10s38e	4	SWNW	5	7	
Totals:			5	7	

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 29-156A
Date Received: 4/24/1990
Receipt No: E013608
Received By:

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

1. Name of Claimant(s)

SHARON A GILLMAN Phone: (208)776-5623

12258 AVERY DR
LAVE HOT SPRINGS ID USA 83246

GORDON L GILLMAN Phone: (208)776-5623

12258 AVERY DR
LAVA HOT SPRINGS ID USA 83246

2. Date of Priority: 05/01/1881

3. Source: DEMPSEY CREEK , EAST CREEK Trib. to: PORTNEUF RIVER , DEMPSEY CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
10S	38E	4	NE NW SE	BANNOCK	
10S	38E	4	NE SW SE	BANNOCK	

5. Description of diverting works:

HEADGATE DITCH TO GRAVITY PIPELINE TO SPRINKLER SYSTEM AND WEST DEMPSEY CANAL
HEADGATE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	4/01	11/01	0.22	

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
10S	38E	4	SW	NW	IRRIGATION	5
					Section Acres	5
					Total Acres	5

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:

14. Remarks:

ORIGINAL RIGHT COMBINED WITH 29-00164 TO CREATE A29-10291. SPLIT OFF BY SALE. AMENDED TO ADD POD AND SOURCE OF DEMPSEY CK.

15. Basis of Claim: Decreed

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.

29-00156A

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):

Edson J. Edman

Date:

July 20-01

Date:

For Organizations:

I do solemnly swear or affirm that I am _____ of _____ Title

_____, that I have signed the foregoing Organization document in the space below as _____ of

Title

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

Signature of Authorized Agent

Title and Organization

Date

State of Idaho)

County of BONNEVILLE) SS.Subscribed and sworn (or affirmed) before me this 20th dayof July 20 01August B. Ruberry
Notary Public

Seal

Residing at EDMAN FAUS EDMANMy Commission Expires 9/23/03

NOTE: THE PURPOSE OF THIS AMENDMENT IS TO ADD THE W. DUMPSY CANAL HEADING AS A POP AND ADD DUMPSY CROOK AS A SOURCE, AS FOR THE UG & E DOCKETS (CIRCA 1932, AS AMENDED).

ABR

JUN 08 2001

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: A29-00156A
Date Received: 4/24/1990
Receipt No: E013608
Received By: Kew

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GORDON L. GILLMAN 208-776-5623
Address: 12258 AVERY DRIVE
LAVA HOT SPRINGS, ID 83246

OR

Name: SHARON A. GILLMAN 208-776-5623
Address: 12258 AVERY DRIVE
LAVE HOT SPRINGS, ID 83246

2. Date of Priority: MAY 01, 1881

3. Source: EAST CREEK Trib. to: DEMPSEY CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
10S	38E	4	NW	SE			BANNOCK

5. Description of diverting works:
HEADGATE DITCH TO GRAVITY PIPELINE TO SPRINKLER SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.220		

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

8. Total consumptive use is 12.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A29-00156A

Page 1

Date: 04/24/90

MICROFILMED

NOV 13 1992



10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
10S	38E	4	SW	NW		IRR	5.0
Section Acres							5.0
Total Acres							5.0

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:
NONE

14. Remarks:
ORIGINAL RIGHT COMBINED WITH 29-00164 TO CREATE A29-10291

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

UNION GRAIN & ELEVATOR CO.
Decree Plaintiff

vs

MCCAMMON DITCH CO. ET. AL.
Decree Defendant

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) *Jordan L. Hallman* Date: 24 April 90
_____ Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 24 day
of April 19 90

Betty J. Thompson
Notary Public

Seal

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

