

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 63-3296
Date Received: 11/29/2005
Receipt No:
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

JERRY S TAYLOR Phone: (208)286-7575
3410 HARTLEY
EAGLE ID USA 83616

MARY L TAYLOR Phone: (208)286-7575
3410 HARTLEY
EAGLE ID USA 83616

2. Date of Priority: 06/05/1962

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot		County	Type
05N	01W	34	SE	SE	ADA	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	/	/	0.18	

7. Total Quantity Appropriated is:
0.18 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
05N	01W	34	SE	SE	IRRIGATION	9
Section Acres						9
Total Acres						9

11. Place of use in counties: ADA

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: License

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

of _____ 20__

Notary Public

Residing at _____

My commission Expires _____

RECEIVED

AUG 26 2005

WATER RESOURCES
WESTERN REGION

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

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
63-3296					

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)

Thomas Howe to

4. New Owner/Claimant(s)

Harold Aweeney to

Jerry & Mary Taylor

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

New Mailing Address

3410 Hartley

City, State and ZIP Code

Eagle Id 83616

New Telephone Number

208 286-7575

5. Date you acquired the property

May 1978

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)

Jerry Taylor
Mary Taylor

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 <u>JS</u>	Date <u>8.25.05</u>	Fee <u>0</u>	
Received by _____	Date _____	Receipt No. _____	
Processed by _____	AJ Date _____	WR _____	Date _____



Robert H. McQuade
Ada County Assessor
 200 West Front Street
 Boise, ID 83702-7300
 adacountyassessor.org

**ASSESSMENT NOTICE
 & ESTIMATE OF TAX**

DO NOT PAY.

PARCEL DESCRIPTION:
 N 10 ACRES OF S 15
 ACRES OF W2SE4SE4
 SEC 34 5N 1W

For any questions, please notify the Assessor's Office immediately

Assessor's Telephone Number: (208) 287-7242

Parcel Address: 3410 N HARTLEY RD
 EAGLE ID 83616

S0334442500 *****5-DIGIT SCH 83616



TAYLOR JERRY S
 TAYLOR MARY L
 3410 HARTLEY RD
 EAGLE ID 83616-1538

Appeals of your property value must be filed in writing, on a form provided by the County, by:

JUNE 28, 2004

Tax Code Area: 336

Parcel Number: S0334442500

ASSESSED VALUE OF YOUR PROPERTY

CURRENT DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
IRRIGATED AG	9.000	6,800	8,200
HOMESITE ON AG	1.000	60,000	63,000
RES IMPROVEMENT		103,800	103,800
SUBTOTAL:	10.000	170,600	175,000
LESS HOMEOWNERS EXEMPTION:		-50,000	-50,000
NET TAXABLE PROPERTY VALUE:		120,600	125,000

These values may not include personal property values. Taxes are based on the values shown on this Notice and on the Budgets of the taxing districts.

ESTIMATED PROPERTY TAXES

TAXING DISTRICTS	LAST YEAR'S TAXES	CURRENT YEAR'S ESTIMATED TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
ADA COUNTY		350.02	(208) 287-7000	6-16-2004
PEST EXTERMINATION		13.02	(208) 888-2316	6-16-2004
EMERGENCY MEDICAL		15.31	(208) 375-7048	6-16-2004
ADA COUNTY HIGHWAY DIST		126.42	(208) 387-6120	8-25-2004
SCHOOL DISTRICT NO. 2		788.64	(208) 855-4500	6-15-2004
ADA COMMUNITY LIBRARY		75.56	(208) 362-0181	8-17-2004
STAR CEMETERY		16.56	(208) 286-7727	6-18-2004
EAGLE FIRE		140.98	(208) 939-6463	9-7-2004
MOSQUITO ABATEMENT		3.72	(208) 362-1440	6-16-2004
SUBTOTAL:		1,530.23		
FEES:				
TOTAL PROPERTY TAXES & FEES:		1,530.23		

THIS IS NOT A BILL. DO NOT PAY.

See the back of this Notice for details

TAX EST DOES NOT INCLUDE ADDITIONAL CERTIFICATIONS AND FEES.
 NEWLY ANNEXED AREAS--SEE 2003 TAX BILL FOR LAST YEARS TAXES.

0088598

WARRANTY DEED

7819277

FOR VALUE RECEIVED **HARROLD L. SWEENEY and LOUISE SWEENEY,**
husband and wife

RECEIVED

OCT 28 2005

the Grantor s , do hereby grant, bargain, sell and convey unto

JERRY S. TAYLOR and MARY L. TAYLOR,
husband and wife

WATER RESOURCES
WESTERN REGION

the Grantee s , whose address is **R.R. #1**
Eagle, Idaho
the following described premises, to-wit:

PARCEL I

South half of the North half of the West half of the Southeast Quarter of the Southeast Quarter, and the north half of the South half of the West half of the Southeast Quarter of the Southeast Quarter, Section 34, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho.

PARCEL II

The West half of the East half of the Southeast Quarter of the Southeast Quarter of Section 34, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho. EXCEPT the South 330 feet thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s , their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee s , that they are the owners in fee simple of said premises; that said premises are free from all encumbrances except reservations of record, easements of record, general tax and irrigation assessments for the year 1978 which are not yet due and payable.

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

Dated: April 13, 1978

Harrold L. Sweeney
Harrold L. Sweeney
Louise Sweeney
Louise Sweeney

STATE OF IDAHO, COUNTY OF Ada

On this 13th day of April, 1978, before me, a notary public in and for said State, personally appeared **Harrold L. Sweeney and Louise Sweeney, 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.

Elyabeth Doughty
Notary Public

Residing at **Boise**, Idaho
Comm. Expires **March 12, 1979**

STATE OF IDAHO, COUNTY OF Ada

I hereby certify that this instrument was filed for record at the request of **PIONEER TITLE CO.**

at 20 minutes past 11 o'clock a.m.,
this 14th day of April, 1978, in my office, and duly recorded in Book of Deeds at page

CLARENCE A. PLANTING

Ex-Officio Recorder

By *Praine Edwards*
Deputy.

Fees \$ *1.00*
Mail to:



**PIONEER TITLE COMPANY
OF ADA COUNTY**
1110 W. Jefferson St.
Boise, Idaho 83702 - 208 336-6700

Representing Pioneer National Title Insurance

RECEIVED

OCT 28 2005

DEED OF TRUST

THIS DEED OF TRUST, Made this 13th day of April
 BETWEEN JERRY S. TAYLOR and MARY L. TAYLOR, husband and wife

WATER RESOURCES, 1978,
 WESTERN REGION

herein called GRANTOR,

whose address is R.R. #1, Eagle, Idaho

PIONEER TITLE COMPANY OF ADA COUNTY, an Idaho corporation, herein called TRUSTEE, whose address is
 1110 W. Jefferson, Boise, Idaho 83702, and HARROLD L. SWEENEY and LOUISE SWEENEY,
 husband and wife herein called BENEFICIARY, whose address is

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH
 POWER OF SALE, that property in the County of Ada, State of Idaho, described as follows,
 and containing not more than twenty acres:

PARCEL I

South half of the North half of the West half of the Southeast Quarter of the
 Southeast quarter, and the north half of the South half of the West half of the
 Southeast Quarter of the Southeast Quarter, Section 34, Township 5 North, Range 1
 West, Boise Meridian, Ada County, Idaho.

PARCEL II

The West half of the East half of the Southeast Quarter of the Southeast Quarter
 of Section 34, Township 5 North, Range 1 West, Boise Meridian, Ada County, Idaho.
 EXCEPT the South 330 feet thereof.

Cond

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon
 Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of
FIFTH THOUSAND EIGHT HUNDRED FIFTY FOUR DOLLARS AND 31/100THS Dollars, (\$ 50,854.31),
April 13, 1979 final payment due

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either
 of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances
 or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances
 or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it
 shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in
 good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor per-
 formed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon;
 not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumi-
 gate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not ex-
 cluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under
 any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine,
 or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or
 waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and
 to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which
 Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due; all encumbrances, charges and liens,
 with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to
 the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each
 month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust
 for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default
 under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date
 of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and
 without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to
 such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such pur-
 poses; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, pur-
 chase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any
 such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or of injury to said property or any part thereof is hereby assigned
 and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided
 for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when
 due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed
 and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may:
 reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any
 extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee
 for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in
 any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such
 reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these
 Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any in-
 debtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and
 payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court,
 and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part
 thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs
 and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary
 may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as
 aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby
 shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to ex-
 ecute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall
 cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Jerry S. Taylor
Jerry S. Taylor
Mary L. Taylor
Mary L. Taylor

STATE OF IDAHO, COUNTY OF Ada
On this 13th day of April, 1978,
before me, a Notary Public in and for said State, personally appeared
Jerry S. Taylor and Mary L. Taylor,
husband and wife

Known to me to be the person s whose name s are
subscribed to the within instrument, and acknowledged to me that
they executed the same.

Elizabeth C. George, Jr.
Notary Public,
Boise
Residing at _____, Idaho,
Commission Expires March 12, 1979

STATE OF IDAHO, COUNTY OF _____
I HEREBY CERTIFY That this instrument was filed for record at the
request of _____

at _____ minutes past _____ o'clock _____ M.,
this _____ day of _____
19____, in my office, and duly recorded in Book _____
of Mortgages or page _____

Ex-Officio Recorder,
By _____ Deputy,
Fees: \$ _____
Mail to: _____

DEED OF TRUST
WITH POWER OF SALE
GRANTOR
Pioneer Title Company
of Ada County
TRUSTEE

BENEFICIARY
Dated _____, 19____

Pioneer Title Company
of
Ada County
1110 W. Jefferson
BOISE, IDAHO 83702
Telephone 344-6515

REQUEST FOR FULL RECONVEYANCE
TO BE USED ONLY WHEN NOTE HAS BEEN PAID.

....., Idaho, 19____
To PIONEER TITLE COMPANY OF ADA COUNTY, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to:

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

06/28/2006

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

RIGHT NUMBER: 63-3296

NAME AND ADDRESS: JERRY S TAYLOR
3410 HARTLEY
EAGLE ID 83616

MARY L TAYLOR
3410 HARTLEY
EAGLE ID 83616

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.180 CFS
40.500 AFY

PRIORITY DATE: 06/05/1962

POINT OF DIVERSION:

T05N R01W S34 SESE Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

0.180 CFS
40.50 AFY

PLACE OF USE:

IRRIGATION Within ADA County

T05N R01W S34 SESE 9.00

9 ACRES TOTAL

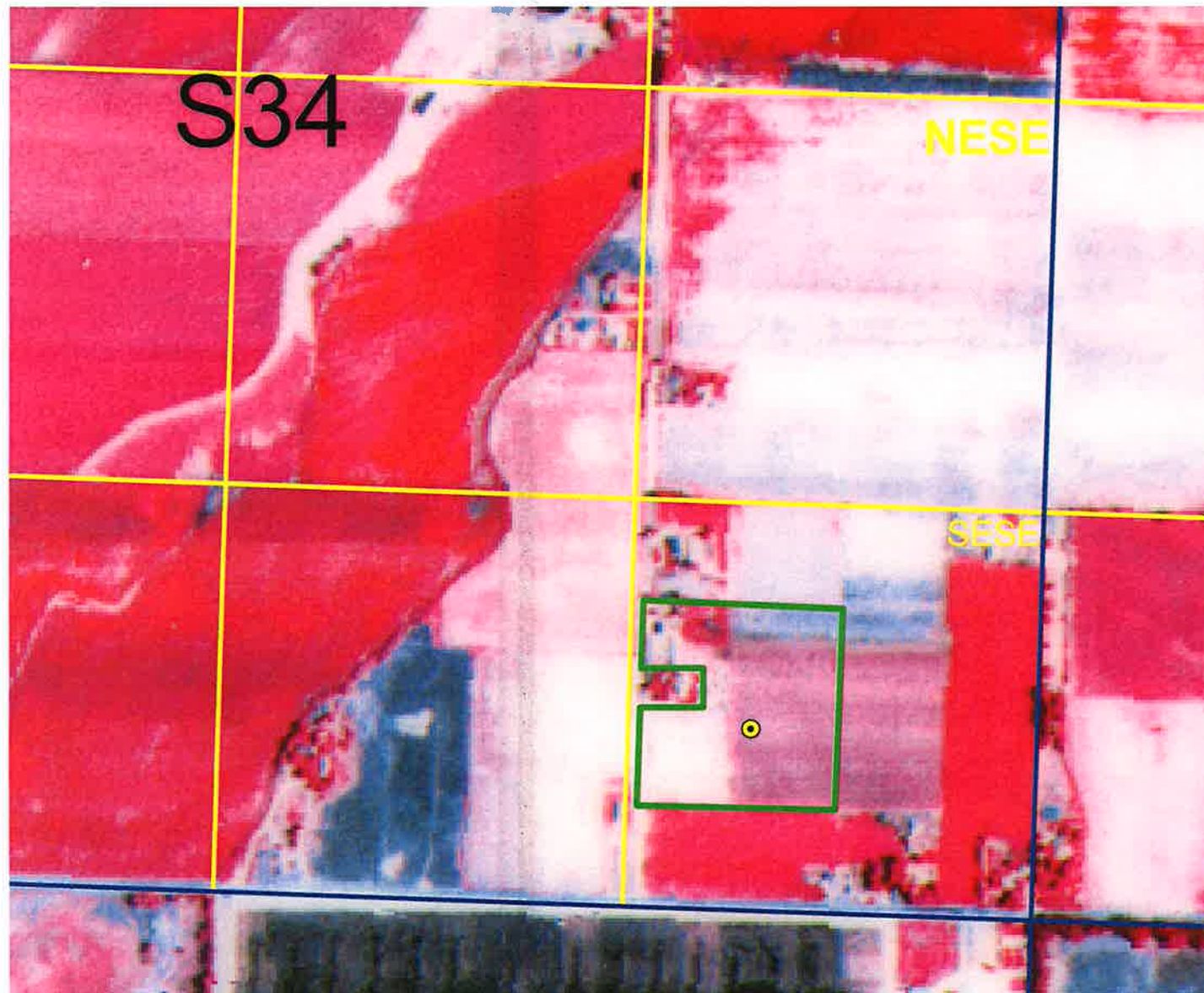
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Use of this right is combined with water from Farmers Union Ditch Company Ltd.

Idaho Department of Water Resources



**T05N, R01W,
S34**

Claim No: 63-3296

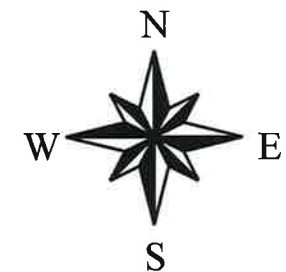
Prepared By: Kimberly Brown

Date: June 28, 2006

-  **Place of Use**
-  **Section Lines**
-  **1/4 1/4**

 **Point of Diversion**

Acres Irrigated = 9



300 0 300 600 Feet



1987 NAPP

Water License No. G-30520

Page 1

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-3296

WATER RIGHT NUMBER: 63-3296 ✓

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	THOMAS S HOWE ✓ RT 1 BOX 221 EAGLE, ID 83616
Current Owner	JERRY S TAYLOR ✓ 3410 HARTLEY EAGLE, ID 83616 (208)286-7575
Current Owner	MARY L TAYLOR ✓ 3410 HARTLEY EAGLE, ID 83616 (208)286-7575

Priority Date: 06/05/1962 ✓
Basis: License ✓
Status: Active

Property Address:
3410 N. Hartley Rd.
Eagle

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION ✓	/ to / 3/01 - 11/15	0.180 CFS ✓	40.5 AFA
	<u>Total Diversion:</u>	0.180 CFS ✓	40.5 AFA

Location of Point(s) of Diversion

GROUND WATER	SE1/4SE1/4 ✓	Sec. 34, Twp 05N, Rge 01W, B.M. ✓
ADA 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	
✓ 05N	01W	34																	9.0
																			9.0

Total Acres: 9 ✓

Conditions of Approval:

ADD W49 - Use is combined with water from
Former's Union Ditch Co.

Remarks:

Annual Volume Calculation -

9.0 acres x 4.5 af/acre = 40.5 af/annum ② 0.18 cfs x 1.9835 x 260 days = 92.8 AFA

Parcel No: a portion of 30334442500.

SESE

63-11666 (HOLD)
file -4079 in SRBA

63-2858B
8 AC

63-10841
D & 8 AC

63-17523
D&S

already
claimed

#63-3296
(9.0 AC)

63-2942
D & 5 AC

63-2858B
2 AC

63-15192
D & S

63-20717
D & S

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-3296

WATER RIGHT NUMBER: 63-3296

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	THOMAS S HOWE RT 1 BOX 221 EAGLE, ID 83616

Priority Date: 06/05/1962

Basis: License

Status: Active

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	/ to /	0.180 CFS	
	<u>Total Diversion:</u>	0.180 CFS	

Location of Point(s) of Diversion

GROUND WATER	SE1/4SE1/4	Sec. 34, Twp 05N, Rge 01W, B.M.
ADA 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		
05N	01W	34																	9.0	9.0

Total Acres: 9

Conditions of Approval:Remarks:Comments:



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 29, 2005

Jerry & Mary Taylor
3410 Hartley
Eagle, ID 83616

RE: Notice of Claim to a Water Right No. 63-3296

Dear Property Owner(s):

Enclosed you will find a Notice of Claim to a Water Right form, a computer generated copy of right no. 63-3296, along with a copy of the Notice of Change in Water Right Ownership you recently submitted. Department records show that this right has not been previously filed on. In order to complete the process of filing this claim in your name, please complete the claim form attached based on the original right and sign in front of a notary.

The appropriate filing fee for this claim is \$50, plus \$1 per acre claimed. Please submit the completed claim and \$59 at your earliest convenience.

Thank you again for your patience and cooperation. If you have any questions concerning this matter, please feel free to contact this office at any time.

Sincerely,

A handwritten signature in cursive script that reads "Liberty Gagnon".

Liberty Gagnon
Office Specialist 1
Adjudication Section
Western Region

LG:lg

Enclosures

State of Idaho

License and Certificate of Water Right

Water License No. G-30520 Priority June 5, 1962 Amount 0.18 c.f.s.

THIS IS TO CERTIFY that Thomas F. Howe

of Eagle, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated June 5, 1962; that Permit No. G-30520 was issued under said application; that Certificate of Completion of Works, with a carrying capacity of 0.18 second feet, was issued thereunder on May 15, 1968, showing that said works were completed on the 12 day of August, 1966; and that on the 12 day of August, 1966 Thomas F. Howe

of Eagle, State of Idaho, made proof to the satisfaction of the State Reclamation Engineer of Idaho, of a right to the use of the waters of a well

a tributary of subterranean flow for the purpose of irrigation, under Use Permit No. G-30520 of the Department of Reclamation, and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record ~~on~~ ~~Volume~~ ~~of~~ ~~Records~~ ~~at~~ ~~Boise~~, on the 15 day of May, 1968.

The right hereby confirmed dates from June 5, 1962.

The Point of Diversion is located

in the SE 1/4 SE 1/4, Sec. 34, Twp. 5 N, R. 1 W, B.M. Ada County.

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 0.18 cubic feet per second.

Description and location of use:

Twp.	Range	Section	Forty-Acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
5 N	1 W	34	SE 1/4 SE 1/4	10	9

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this 15 day of May, 1968.

R. Kirk Higgins
State Reclamation Engineer.

Form 23
2M-4-65

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF EXAMINER

PERMIT NO. G-30520

REPORT ON PROOF OF Completion of Works & Beneficial Use

30520

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF EXAMINER

Permit No. G-30520

This proof is for Completion of Works & Beneficial Use In Water District No. _____

1. Name of applicant Thomas F. Howe

2. Source of water supply: Subterranean

3. Location of point of diversion: Is in the SE 1/4 SE 1/4 of Section 34

T. 5N R. 1W County of Ada

4. Describe works as they exist, giving dimensions and capacities of same:

5 HP CC ELECTRIC MOTOR # 5 KC 215 EG 92
LAUNE & BOWLER VERT TURBINE PUMP
200 859 - 3" DISCHARGE THROUGH
1 1/2" NO. 2 5/32" BUCKNER 768 @ 52 lbs

5. Water is used for: Irrigation

6. State whether or not water has been turned into works of diversion: YES

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

SE 1/4 SE 1/4, Sec. 34, T. 5 N, R. 1 W, B.M.

9 1/4 acres

10 acres

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach?

Remarks:

MR STEWART A. SHEPP HAS ACQUIRED THE
10 ACRES FROM MR HOWE

$$Q = \frac{[16 \text{ WZ } (5/32 \text{ BUCKNER 768 @ 52 lbs})] [3.97 \text{ gpm}]}{148.8 \text{ gpm}} = 1.42 \text{ c.f.s.}$$

This examination was made on the 27 TH day of FEB, 1988

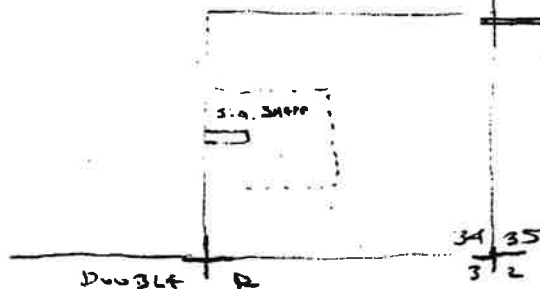
(Signed) D.R. Examiner.

30520

File
Plat ✓

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
4. If any unusual conditions are discovered, make plain statement of them under remarks.
5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
6. Give general characteristics of soils, topography, and crops raised.



30520

Thomas F. Howe - Sprinklers
RFB #1 Box 221
Eagle, Idaho 8-85' H-43'

Permit No. G-30520

Examination for Completion of Works & Beneficial Use

County Ada

Quantity: .30 c.f.s. Sec. 34 T. 5N R. 1W

Source: Subterranean

P.D.: SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 34, T. 5 N, R. 1 W, B.M.

Use: Irrigation

Extension:

Protest:

Completion of Works:

Other Rights:

Filed: June 5, 1962

Due: July 11, 1967

Made: August 12, 1966

Priority: June 5, 1962

STUART A SHARP
Rt # 1 P.O. Box 221
EAGLE, IDAHO

SHARP G.F.
elec.

SKC215E692

LYNET & BOWLER

V.T. # 41D7

DOOB59

3" DISCHARGE

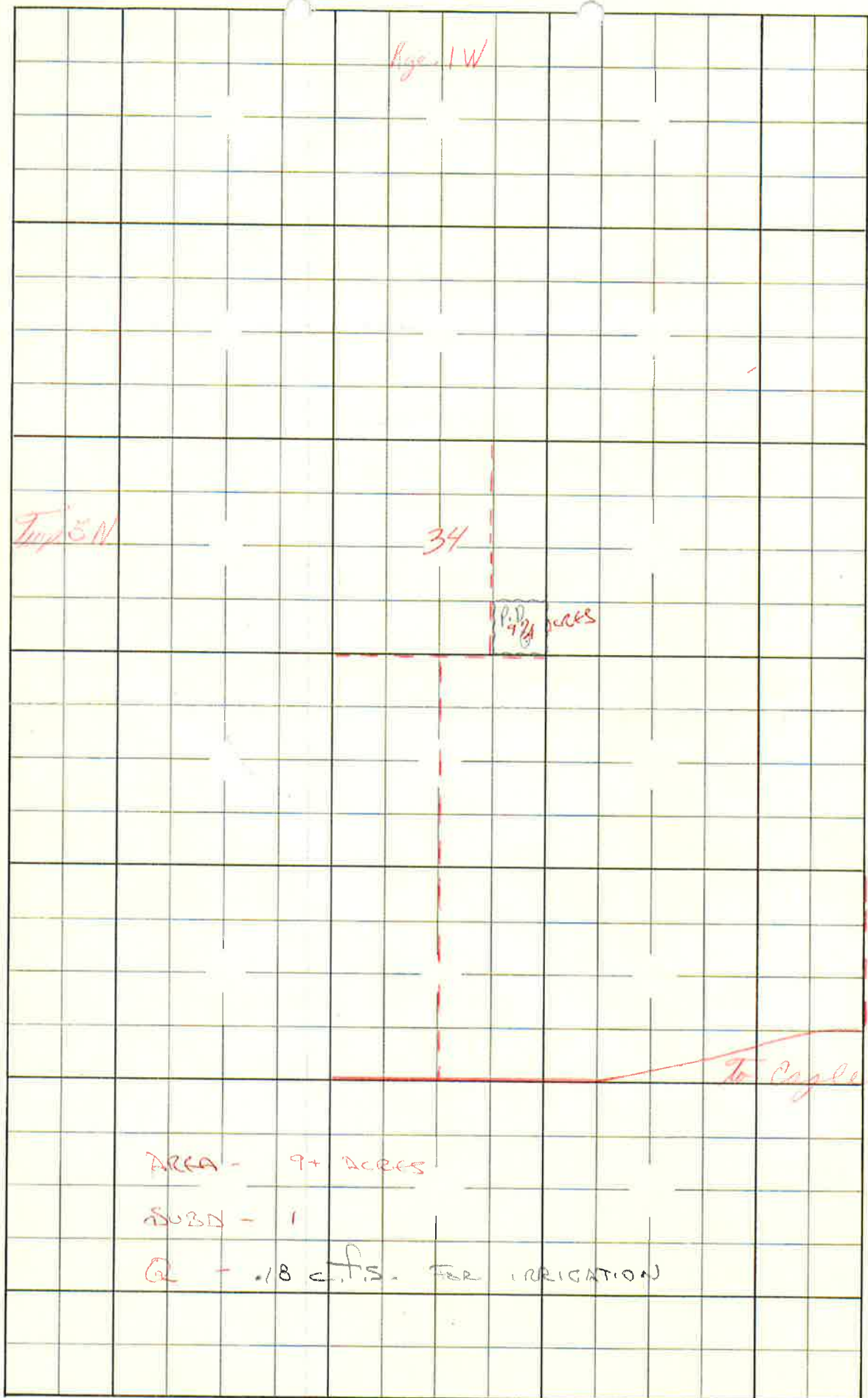
ALUM. LINT

BUCKNER # 962

5/32" (16 NOZ)

32 lbs

9+ ACRES



Scale: 2 Inches Equals 1 Mile. Draw Map In Ink.

30520

October 17, 1966

Re: Permit No. G-30520

Thomas P. Howe
Route #1, Box 221
Eagle, Idaho 83611

Dear Mr. Howe:

We acknowledge receipt of the depositions of holder and two witnesses, also affidavit of publication in the ~~Idaho Evening Statesman~~ all submitted in proof of completion of works and beneficial use on Permit No. G-30520.

Before final action is taken in the matter, the law requires that a field examination be made by an engineer from this department.

We cannot tell just when this examination will be made, but our field engineer will try to contact you at the time he makes the examination so that arrangements may be made to show him over the grounds.

Very truly yours,

M. Russell Bosch
Office Manager

MRB:nw

30520

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

Boise, Idaho

Permit No. G-30520

SEP 14 1966
Department of Reclamation

RECEIVED
SEP 14 1966

Department of Reclamation

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

and Completion of Works

DEPOSITION OF HOLDER

Ques. 1. State your name, residence occupation and postoffice address: Thomas F. Howe

Rt. # 1 Eagle, Idaho Retired Rt. # 1 Box 221 Eagle, Idaho 83611

Ques. 2. If acting in behalf of corporation, state its name, principal place of business (if foreign corporation, give name of postoffice of statutory agent), your position with reference to same, and your authority for appearing in its behalf:

None

Ques. 3. State number, approval date of permit, and date of priority: G-30520

August 12, 1966 June 5, 1962

Ques. 4. State source of water supply: Well

Give location of point of diversion, showing subdivision, section, township and range

The N. 10 acres of S. 15 acres of ~~W~~ SE~~1~~ SE~~1~~ of Sec. 34, T. 5 N., R. 1 W.

Ques. 5. Describe your works of diversion:

_____ ; state amount of water they are capable of conveying from point of diversion to place of use: _____ ; Give name of canal or ditch or other works by which water is conducted to such place of use: _____

_____ ; if a well, state depth of well 85 feet ; depth and size of casing 85 ft. 8 in. ; depth to water 43 feet ; if pump is used, state discharge of pump: _____ ; tell how it was measured or determined _____

_____ ; if sprinkler irrigation, give number and size of nozzles and operating pressure: 17 sprinklers Size 10 nozzles

Ques. 6. State for what purpose water is used: Irrigation

(If for irrigation, name each subdivision in which used and number of acres in each subdivision that have actually been irrigated with said water:

The N. 10 acres of S. 15 acres of ~~W~~ SE~~1~~ SE~~1~~ of Sec. 34, T. 5 N., R. 1 W.

10 acres

no log

30520

State nature of all improvements which have been made as a direct result of said use:

Raising alfalfa

Ques. 6-a: If this is a ground water permit, give name and address of person that drilled the well: Chester D. Kinsey Rt. 1 Eagle, Idaho

Ques. 7. If for other than irrigation purposes, show full legal description of place of use and state purpose for which water is used:

Ques. 8: If you are not the person or representative of the corporation to whom above mentioned permit was originally issued, please state how ownership was acquired by present holder:

Quest. 9: State when and in what amount the water diverted under above mentioned permit has been first used: August 1, 1962 - Time used since first use:

5 months annually

Ques. 10. Describe all other water rights appurtenant to same place of use:

(sign) Theron T. Howe

I hereby certify that the foregoing testimony was read to the above subscribed, before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me, at my office in

Boise, Idaho, County of Ada
State of Idaho, on this (9) day of August, A. D. 1966.

My commission expires: 5 Jan 1970

Richard Bedford
Residing Boise, Idaho

RECEIVED
OCT 14 1966

Department of Reclamation

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

Boise, Idaho

Permit No. G-30520

RECEIVED
SEP 14 1966

Department of Reclamation

RECEIVED
SEP 14 1966
Department of Reclamation

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE
and Completion of Works

DEPOSITION OF WITNESS

The deposition of two witnesses on this form, taken separately, required in each case.

Ques. 1 State your name, age, residence, occupation and postoffice address:

W.H. DELZEL RT 1 EAGLE FARMER

Ques. 2 Are you acquainted with Thomas F. Howe, the holder of

Permit No. G-30520? How long have you known him and where does he reside?

Ques. 3. Have you read or heard said Permit No. YES read, and are you familiar with its provisions and conditions: Yes YES No.

Ques. 4. State source of water supply: WELL AND SPRINKLERS

Give location of place of diversion, showing subdivision, section, township and range

The N. 10 acres of S. 15 acres of ~~W~~ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 34, T. 5 N., R. 1 W.

Describe works for conveying water to place of use: SPRINKLERS & WELL

Ques. 5. How many second feet of water do you estimate said works will safely conduct

to place of use: 10 INCHES How much water have you seen being so conveyed? 10 INCHES

Ques. 6 If for irrigation, show number of acres irrigated in each subdivision, giving full legal description:

The N. 10 acres of S. 15 acres of ~~W~~ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 34, T. 5 N., R. 1 W.

30520

Ques. 7. If for other than irrigation purposes, show full legal description of place of use, and state purpose for which water is used.

NONE

Ques. 8. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

LIGHT SOIL 14 INCHES PER ACRE

Ques. 9. Have you any ownership interest in the works, water or lands above mentioned?

If so, in what way and to what extent? NONE

Ques. 10. When did you first see this water used? 1962

Other times you have seen such use: YES AT ALL TIMES DURING
IRRIGATION

(Signed):

W. H. D. Hill

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in Boise

Idaho, County of Ada, State of Idaho, on
this 9 day of August, A. D. 1966.

Letitia R. Shepard

Notary Public for the State of Idaho

Residing Boise Idaho

My commission expires

5 Jan 1960

OCT 14 1966
Department of Reclamation

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
Boise, Idaho
Permit No. G-30520

RECEIVED
SEP 14 1966
Department of Reclamation

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE
and Completion of Works

DEPOSITION OF WITNESS

The deposition of two witnesses on this form, taken separately, required in each case.

Ques. 1 State your name, age, residence, occupation and postoffice address:

C. L. Varnum Hoover 54, R.R. #1
Earl J. Meehan

Ques. 2 Are you acquainted with Thomas F. Howe, the holder of
Permit No. G-30520 How long have you known him and where does he reside?

5 Years.

Ques. 3. Have you read or heard said Permit No. G-30520 read, and are you familiar
with its provisions and conditions: Yes ☒ No. ☐

Ques. 4. State source of water supply: Well

Give location of place of diversion, showing subdivision, section, township and range

The N. 10 acres of S. 15 acres of ~~W~~ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 34, T. 5 N., R. 1 W.

Describe works for conveying water to place of use: SPRINKLER SYSTEM

Ques. 5. How many second feet of water do you estimate said works will safely conduct
to place of use: 10 cfs How much water have you seen being so
conveyed? 10 cfs or more

Ques. 6 If for irrigation, show number of acres irrigated in each subdivision, giving
full legal description:

The N. 10 acres of S. 15 acres of ~~W~~ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 34, T. 5 N., R. 1 W.

30520

Ques. 7. If for other than irrigation purposes, show full legal description of place of use, and state purpose for which water is used.

None

Ques. 8. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

Sandy Lome about 10 in
per acre.

Ques. 9. Have you any ownership interest in the works, water or lands above mentioned? If so, in what way and to what extent? no

Ques. 10. When did you first see this water used? 1962

Other times you have seen such use:

at all times in
season since 1962-1963-1964-1965-1966

(Signed):

C. H. [Signature]

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in Boise

Idaho, County of Ada, State of Idaho, on
this 9 day of August, A. D. 1966

[Signature]

Notary Public for the State of Idaho

Residing Boise Idaho

My commission expires 5-Jan 1970

APPLICATION FOR PERMIT 63- 3296

To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 38593
Permit No. G- 30520
District No.

1. Name of Applicant: **Thomas F. Howe**
Rt. #2
Postoffice address: **2013 Bryson Rd., Boise County: Ada** State: **Idaho**
2. Quantity of water claimed: **.30 cfs (15 miners inches)**
 - (a) Rate of withdrawal in cubic feet per second _____ or Idaho
Miners' inches _____ or gallons per minute
 - (b) Annual withdrawal in acre feet per annum _____
3. Source of water supply: **Subterranean**
4. Location of point of diversion or well is in the **SE** $\frac{1}{4}$ of the **SE** $\frac{1}{4}$ of Section **34**
Twp. **5 N**, Rge. **1 W**, B.M., County of **Ada**
5. Water is to be used for: **irrigation**
6. If for municipal, industrial or recreational purposes, give:
 - (a) Point of use of water is in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section _____, Twp.
Rge. _____, B.M.
 - (b) Waste water or sewage effluent is to be returned to
at a point in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section _____, Twp. _____, Rge. _____, B.M.
7. Kind of works: **Turbine type pump, electric motor and sprinklers**
8. Estimated cost of works: \$ **825.00**
9. (a) Is reservoir to be used? **no**
(b) Capacity of reservoir: _____
10. The time required for the completion of such work and complete application of the water to the proposed use is **5** years.
11. If applicant is a corporation, give:
 - I. (a) Date and place of incorporation:
(b) Amount of capital stock: \$ _____ (c) Amount paid in: \$ _____
(d) Names and addresses of directors: _____
 - II. The financial resources of the applicant are (a) Cash on hand: \$ _____
(b) Treasury stock: _____ (c) Bonds to be issued: _____
(d) Other resources: _____
12. The land to be irrigated is described in the following tabulation:
13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: **None**
 - (a) _____ (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.
 - (b) **.30** (cubic feet per second, inches or gallons per minute) is for new lands.

Twp.	Range	Sec.	NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	Totals
5 N	1 W	34					10
PERMIT NO. G-30520 ✓ CERTIFICATE OF COMPLETION OF WORKS TO ALL WHOM IT MAY CONCERN: This is to certify that THOMAS F. HOWE of Eagle, County of Ada, and State of Idaho, the holder of Permit No. G-30520, issued upon Application No. G-38598 bearing date of priority of June 5, 1962, authorizing the diversion of 0.30 second feet of waters of a well, County of Ada, State of Idaho, for irrigation purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 0.18 second feet of the waters of a well from subterranean flow, that the point of diversion of said waters is in the SE$\frac{1}{4}$SE$\frac{1}{4}$ Section 34, Township 5 North, Range 1 West, Boise Meridian; and that the lands proposed to be irrigated by the use or place of use of said water are described as follows, to-wit: SE$\frac{1}{4}$SE$\frac{1}{4}$ Section 34, Township 5 North, Range 1 West, Boise Meridian. Proof of completion of works made: August 12, 1966 Witness my hand this 15 day of May, A. D. 1968 /s/ R. Keith Higginson State Reclamation Engineer LICENSE ISSUED FOR <u>0.18</u> SEC. FT. LICENSE PAGE NO. <u>30520</u>							

NAME OF APPLICANT

MAS F. HOWE

Form No. 0

Handwritten notes on the grid:

- Top center: *Pgo. 1 W. B. M.*
- Left side, vertically aligned: *J*, *5*, *N*
- Center: *(34)*
- Right side, near center: *Well*

Official stamp at the bottom center:

Permit No. b-30520
As Approved
JUN 11 1962
GEO. N. CARTER
State Rocking Engineer

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

30520

Received
7-8-8
P. D. Redmon
ate Reclamation

WELL OWNER: Thomas F Howe
Name RTL Eagle Lake
Address

NATURE OF WORK (check): Replacement well ☐
New well ☒ Deepened ☐ Abandoned ☐

METHOD OF CONSTRUCTION: Rotary ☒ Cable ☒
Dug ☐ Other ☐

CASING SCHEDULE: Threaded — Welded —
 4" Diam. from 4 1/2 ft. to 6 7 ft.

"Diam. from _____ ft. to _____ ft.
 "Diam. from _____ ft. to _____ ft.

Steel ☒ concrete ☐ wood ☐ other ☐

PERFORATED? Yes ☒ No ☐ Type of
perforator used: *Factory Perforated #11*

~~perforations~~ from 127¹/₂ ft. to 87¹/₂ ft.
perforations from ft. to ft.

perforations from _____ ft. to _____ ft.
 WAS SCREEN INSTALLED? Yes ☐ No ☒

Type _____ Model No. _____
Diam. _____ Slot size _____ Set from _____ ft. to _____

CONSTRUCTION: Well gravel packed? Yes ☒
No ☐ size of gravel *2* Gravel

placed from 40 ft. to 15-17 ft. Surface seal
provided? Yes ☒ No ☐ To what depth?
22 ft. Material used in seal: Best Sealant

Did any strata contain unusable water? Yes
No ☒ Type of water:

Depth of strata _____ ft. Method of Seal
strata off: _____

Cemented in place? Yes ☐ No ☒

Sec. 34

Use other side for additional remarks

Size of pump and motor used to make test:

Drawdown: _____ ft. Artesian pressure: _____ ft.
above land surface Give flow cfs

Controlled by: Valve ☐ Cap ☐ Plug ☐
No control ☐ Does well leak around casing

DEPTH		MATERIAL	WATER
FROM	TO		YES OR
1	2	3	4

0'	10'	Sand Fine	Mo
10'	20'	Sand "	Mo

30'	40'	Scrub	"	mo
40'	50'	Scrub	"	mo

60'	70'	4 and 11	Stop by
70'	80'	4 and 7 1/2 and 8	

[illegible]

[illegible]

[illegible][illegible]

Work started: *11/5/11/47*

Well Driller's Statement: This well was drilled under my supervision and this report

Name: Charles W. Kinney

Signed by: _____
 License No. 22 Date: 1-22-10

[illegible]

63

9-30520

Certificate of Completion of Works

TO ALL WHOM IT MAY CONCERN:

This is to certify that THOMAS F. HOWE
 of Eagle , County of Ada , and State of
 Idaho , the holder of Permit No. G-30520, issued upon
 Application No. G-38593, bearing date of priority of June 5, 1962 , authorizing the
 diversion of 0.30 second feet of waters of a well

County of Ada , State of Idaho, for Irrigation
 purposes, has fully complied with the provisions of the laws of the State of Idaho
 relating to the proof of completion of the works of diversion set out and described in said
 Permit; that said works are adequate for diverting and conveying to the place of intended
 use 0.18 second feet of the waters of a well from subterranean flow

that the point of diversion of said waters is in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 34, Township 5,
 North, Range 1 West, Boise Meridian;

and that the lands proposed to be irrigated by the use or place of use of said water are
 described as follows, to-wit: SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 34, Township 5 North, Range 1 West, ..
 Boise Meridian,

Proof of completion of works made: August 12, 1966

Witness my hand this 15 day of May , A. D. 19 .. 68 ..

R. Keith Higgins
 State Reclamation Engineer

30520

MEMORANDUM

TO: To Whom It May Concern

May 16, 1978

FROM: Forrest Luthy, Department of Water Resources

We have on this day examined the Water Right Nos. 63-2858 and 63-3296 from a groundwater source appurtenant to property in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 34, Twp. 5N, Rge. 1W owned by Mr. Jerry Taylor, Eagle, Idaho.

We find that no transfer of point of diversion or place of use is necessary for the drilling of a replacement well for irrigation of this property.

Forrest Luthy
Idaho Dept. of Water Resources

DON SAMUELSON
GOVERNOR



R. KEITH HIGGINSON
State Reclamation Engineer

STATE OF IDAHO

DEPARTMENT OF RECLAMATION
107 STATE HOUSE
BOISE, IDAHO 83701

March 12, 1968

Re: Permit No. G-30520

Mr. Stuart A. Shepp
Route #1, Box 221
Eagle, Idaho

Dear Mr. Shepp:

Enclosed is a copy of a fee letter to Mr. Thomas F. Howe in regard to Permit No. G-30520. Before the permit in question may be licensed, we must be in receipt of the \$7.00 licensing fee.

It has been brought to our attention that you are now the owner of the land which is referenced under Permit No. G-30520. Since a permit is personal property, Permit No. G-30520 will remain in the name of Mr. Howe. However, if you desire the permit to be transferred to your name, we will require the enclosed assignment form to be filled out by Mr. Howe.

Another alternative would be, if you are unable to contact Mr. Howe, for you to pay the \$7.00 licensing fee and have the license issued in Mr. Howe's name. A license, however, becomes appurtenant to the property it references when it becomes a license.

We are enclosing an assignment form and a copy of our fee letter of March 12, 1968, for your use. Please note that there is a 30 day reply period for the fee letter. After this time the permit will be held for cancellation if we have received no correspondence from you or Mr. Howe.

Very truly yours,

A handwritten signature in cursive script, reading "Donald W. McEldowney".

Donald W. McEldowney
Appropriation Examiner

DWM:ks

cc: Mr. Thomas F. Howe at old address

DON SAMUELSON
GOVERNOR



R. KEITH HIGGINSON
State Reclamation Engineer

STATE OF IDAHO

DEPARTMENT OF RECLAMATION
107 STATE HOUSE
BOISE, IDAHO 83701

March 12, 1968

Re: Permit No. G-30520

Mr. Stuart A. Shepp
Route #1, Box 221
Eagle, Idaho

Dear Mr. Shepp:

Enclosed is a copy of a fee letter to Mr. Thomas F. Howe in regard to Permit No. G-30520. Before the permit in question may be licensed, we must be in receipt of the \$7.00 licensing fee.

It has been brought to our attention that you are now the owner of the land which is referenced under Permit No. G-30520. Since a permit is personal property, Permit No. G-30520 will remain in the name of Mr. Howe. However, if you desire the permit to be transferred to your name, we will require the enclosed assignment form to be filled out by Mr. Howe.

Another alternative would be, if you are unable to contact Mr. Howe, for you to pay the \$7.00 licensing fee and have the license issued in Mr. Howe's name. A license, however, becomes appurtenant to the property it references when it becomes a license.

We are enclosing an assignment form and a copy of our fee letter of March 12, 1968, for your use. Please note that there is a 30 day reply period for the fee letter. After this time the permit will be held for cancellation if we have received no correspondence from you or Mr. Howe.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:ks

cc: Mr. Thomas F. Howe at old address

30520

RECEIVED
OCT 14 1966
Department of Reclamation

RECEIVED
SEP 14 1966
Department of Reclamation

COUNTY OF ADA }
STATE OF IDAHO } ss.

Georgene M. Davis, being duly sworn
deposes and says: That she is the Principal Clerk of The Idaho
Evening Statesman, a daily newspaper printed and published at
Boise, Ada County, State of Idaho, and having a general circula-
tion therein and which said newspaper has been continuously
and uninterruptedly published in said County during a period of
twelve consecutive months prior to the first publication of the
notice, a copy of which is attached hereto; that said notice was
published in the regular Monday edition of The Idaho Evening
Statesman in conformity with Sec. 60-108, Idaho Code, for

four consecutive weekly insertions
beginning with the issue of July 18, 1966,
and ending with the issue of August 8, 1966.

Georgene M. Davis, Principal Clerk

Subscribed and sworn to before me this 9th day of

September, 1966.

Jana A. Young
Notary Public for Idaho, Residing at Boise, Idaho

30520

NOTICE OF PROOF OF COMPLETION OF WORKS
and
APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at _____ M., on the 12 day of August
19 66, at Boise, County of Ada, State of Idaho
before Mr. Seth D. Redford, Farmers Home Administration, Notary Public, at (address) Boise
Idaho, proof will be submitted of the completion
of works for the diversion of .30 cubic feet per second of underground water from a
well, and of the application to beneficial use of said water, in accordance with the
terms and conditions of Permit No. G-30520, heretofore issued by the Department of
Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit
is THOMAS F. HOWE, R. F. D. #1, Box 221, Eagle, Idaho
2. Said works of diversion will be fully completed on the date for such completion,
and the amount of water which said works are capable of conveying to the place of
use is .30 cubic feet per second.
3. The use to which said water has been applied is irrigation
_____, purposes and the amount applied to beneficial use is
.30 cubic feet per second.
4. The point of diversion of said water is SE4SE4, Section 34, Twp. 5 N.,
Rge. 1 W., B. N., Ada County
5. The place where said water is used is SE4SE4, Section 34, Twp. 5 N., Rge.
1 W., B. N.,

6. The date of priority which said user is prepared to establish is June 5, 1962

R. Keith Higginson, Deputy

State Reclamation Engineer

30520

NOTICE OF PROOF OF COMPLETION OF WORKS
and
APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at M., on the 12 day of August
1966, at Bonin, County of Ada ^{Farm Home Administration} State of Idaho
before Mr. Seth O. Reed, Notary Public, at (address) Bonin
Idaho, proof will be submitted of the completion
of works for the diversion of .30 cubic feet per second of underground water from a
well, and of the application to beneficial use of said water, in accordance with the
terms and conditions of Permit No. G-30520, heretofore issued by the Department of
Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit
is Thomas F. Howe P.O. #1 Box 221 Eagle Idaho

2. Said works of diversion will be fully completed on the date for such completion,
and the amount of water which said works are capable of conveying to the place of
use is .30 cubic feet per second.

3. The use to which said water has been applied is irrigation
 , purposes and the amount applied to beneficial use is
.30 cubic feet per second.

4. The point of diversion of said water is SE 1/4 SE 1/4 Section 34
Twp. 5N. Rge. 14W. B.M. Ada County

5. The place where said water is used is SE 1/4 SE 1/4 Section 34
Twp 5N. Rge. 14W. B.M.

6. The date of priority which said user is prepared to establish is June 5, 1962
Thomas F. Howe

Witnessed 8-13-66 { C.L. Van W.H. D. Bell

Steve R. Type
State Reclamation Engineer

March 12, 1968

Re: Permit No. G-30520

Thomas F. Howe
Route #2
2013 Bryson Road
Boise, Idaho

Dear Mr. Howe:

A representative of this department has made an examination of the works covered by your permit G-30520 and has found the following:

Quantity of water diverted: .18 c.f.s.

Amount of water that can be recognized as beneficially used under Idaho Law: .18 c.f.s.

Purpose of use: irrigation of 9 acres in the
SE 1/4, sec. 34, T. 5 N., R. 1 W., B.M.

The priority date established is: June 5, 1962.

A fee totaling \$ 7.00 must be received within 30 days from the date of this letter in order that we can issue you the Certificate of Completion of Works and the License and Certificate of Water Right as described above.

Very truly yours,

Donald W. McElldowney
Appropriation Examiner

DWM:ks

*has paid
4-15-68
HJ*

*Held until
May 15 for
assignment & check
do*

SNAKE RIVER



HYDRO POWER

IDAHO POWER COMPANY

BOX 70 • BOISE, IDAHO 83721

We have received your application for electrical service dated _____. Although we will connect your electrical service because the request involves the use of water which you represent has previously been diverted and beneficially applied in the past, we must advise that our agreement to supply electrical service shall not in any respect be deemed a waiver by the Idaho Power Company of any of its rights or its right to later contest your water right as inferior to superior water rights of the Company.

This letter shall constitute official notice to you that even though you have requested electrical service, you may have a water right inferior to the water rights of the Idaho Power Company and your water diversion could be enjoined in its entirety by a court or agency of competent jurisdiction. Neither this letter nor the electrical service connection shall in any respect be deemed a waiver by the Idaho Power Company of its right to contest your water right, or any of the other rights of the Idaho Power Company.

- We are advised by legal counsel to send this notice to you as a result of Idaho Public Utilities Commission Case No U-1006-124 and Idaho Fourth District Court Case No 62237, which may require the Idaho Power Company to contest your right to divert water from the Snake River or its surface or subterranean tributaries because it would cause a depletion of water which is subject to the prior water rights of the Company.

Very truly yours,

Receipt Acknowledged:

Date

5-31-78

Applicant

James Taylor

IDAHO POWER COMPANY
IRRIGATION ELECTRIC SERVICE AGREEMENT

DISTRICT Boise RATE SCHEDULE No. 24 ACCT. NO. _____

Connected Load: 15 H.P. 120/240 Volts 3 Phase 4 Wire

_____ H.P. _____ Volts _____ Phase _____ Wire

Jerry Taylor (Name) Route 1, Box 221 Eagle, Idaho 83616
(Mailing Address)

herein called Customer, agrees to receive and pay for, and IDAHO POWER COMPANY, herein called Company, agrees to supply electric service to the amount of 15 HP, in the form of three phase alternating current at approximately 60 cycles per second and 120/240 volts, for Customer's Pumping irrigation operations, at or near Star, in Ada County, State of Idaho for a term of seven (7) years from and after the beginning of the irrigation season, 19 79. This Agreement shall be subject to the Company's Rules and Regulations and Schedule No. 24, as now or hereafter in effect at the time of delivery of service. The point of delivery of power shall be where the Company's wires or apparatus are connected with those of the Customer at or near _____ of Section 34, T. 5N, R. 1W, Boi M.

All payments shall be made at Company's office at 1520 W State Street Boise, Idaho 83702. The Customer agrees to pay, regardless of the amount of power actually consumed, the minimum charges as provided in the Rate Schedule, Rules and Regulations applicable to service hereunder. The Rate Schedule and the Rules and Regulations as now in effect are expressly made a part of this Agreement and Customer hereby acknowledges receipt of the same.

It is understood and agreed that the initial date of delivery of power and energy under this Agreement is subject to the Company's ability to obtain required labor, materials, equipment, satisfactory rights of way and to comply with governmental regulations.

In consideration of the special investment to be made by the Company in extending its lines and facilities to supply the Customer's pumping power service requirements, Customer guarantees a minimum annual* payment in the amount of \$ 235.00 to the Company during the term of this Agreement, such annual minimum to run with the land and pumping power service hereinabove referred to and to be payable by the Customer's successors or assigns as a condition of service during the term of this Agreement.

*The annual period hereunder shall be the twelve-month period beginning March 1 of each year.

Dated 8 - 14, 19 78.

Jerry Taylor

Attest
Witness

James T. Nelson

Customer

Attest
Witness

IDAHO POWER COMPANY

By [Signature]

Acreage Supp. _____

W.O. No. 42-312-923 Acreage New _____

Estimate \$ 703 Lift _____

Its Division Manager

IDAHO POWER COMPANY

ELECTRIC SERVICE AGREEMENT
FOR
ALL-NIGHT OUTDOOR LIGHTING SERVICE

THIS AGREEMENT Made this 3rd day of Aug, 1967, between Stuart A. Shapp, Sr.
(Idaho)
located at 41 N. D.T. Ranch on S. 1/2 Sec. 12, T. 12N, R. 12E, S. 12E (Oregon), hereinafter called "CUSTOMER", and Idaho
Power Company, hereinafter called "UTILITY", WITNESSETH:

1. UTILITY shall supply, install and maintain, on property located at 41 N. D.T. Ranch on S. 1/2 Sec. 12, T. 12N, R. 12E, S. 12E,
the following specified number of automatically controlled overhead lighting fixtures installed on upsweep
brackets attached to wood poles and UTILITY shall deliver approximately 120 volt electric current thereto.
CUSTOMER shall pay for such lighting service, all in accordance with the terms and conditions stated in Rate
Schedule No. 15 as expressed on the reverse side hereof.

2. The number of fixtures, and the Monthly Charge for the fixtures, electric energy and cost of
additional facilities required shall be as follows:

NUMBER

1 7000 Lumen Fixtures

MONTHLY RATE

\$ 3.60

MONTHLY CHARGE

\$ 3.60

Charge for additional poles, anchors, secondary
conductors, or rearrangement of existing
facilities at 1.475% of the estimated installed
cost thereof:

\$ _____

TOTAL MONTHLY CHARGE:

\$ 3.60

1

3. The TOTAL MONTHLY CHARGE specified above shall be due and payable within twelve (12) days from the
date of bill.

4. UTILITY will provide at its expense all necessary labor and materials for repairs and maintenance,
(including lamp replacement) of electric service hereunder within 72 hours after notification is given to the
UTILITY by the CUSTOMER that service requires maintenance or repairs.

5. The facilities installed by the UTILITY in the performance of this Agreement shall remain the property
of the UTILITY and CUSTOMER hereby grants to UTILITY the right to enter and use CUSTOMER's premises as required
for the installation, maintenance and removal of such facilities.

6. The original term of this Agreement shall be from Aug, 1967, to July, 1968, or
from the date service is first made available hereunder, and shall be automatically extended for successive
periods of one (1) year each until terminated by written notice given by one party to the other party not more
than six (6) months nor less than three (3) months prior to the expiration of the original term or any
anniversary thereof.

7. This constitutes the entire and only Agreement between the parties hereto with reference to the
subject matter hereof and supersedes all previous understandings whether written or oral.

ACCEPTED:

UTILITY:

By [Signature] IDAHO POWER COMPANY
Representative

SIGNED:

CUSTOMER:

By: Stuart A. Shapp, Sr.

WCH 46-312-609

CC# 5165-9/2/67