

10/25/2002

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

RIGHT NUMBER: 29-11710

NAME AND ADDRESS: BARBARA ASLETT
452 W MERRILL RD
MC CAMMON ID 83250

DON ASLETT
452 W MERRILL RD
MC CAMMON ID 83250

SOURCE: SPRING

TRIBUTARY: SINKS

QUANTITY: 0.040 CFS

PRIORITY DATE: 04/01/1963

POINT OF DIVERSION:

T09S R36E S3 NWSWSE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.040 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T09S R36E S03 SWSE 2.0

2 ACRES TOTAL

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

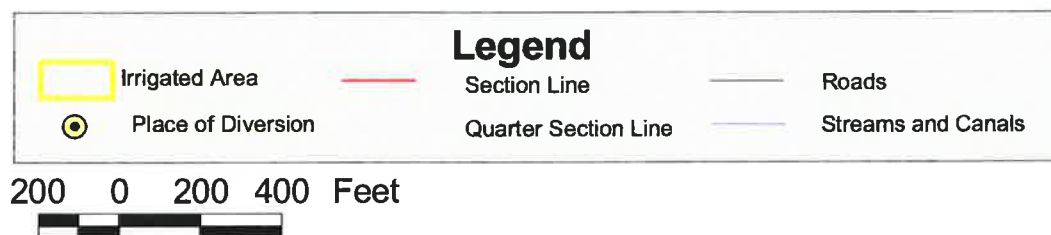
This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: Beneficial Use

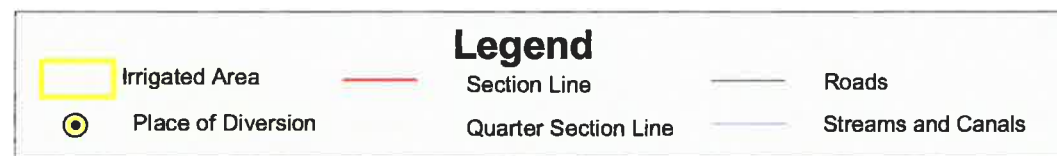
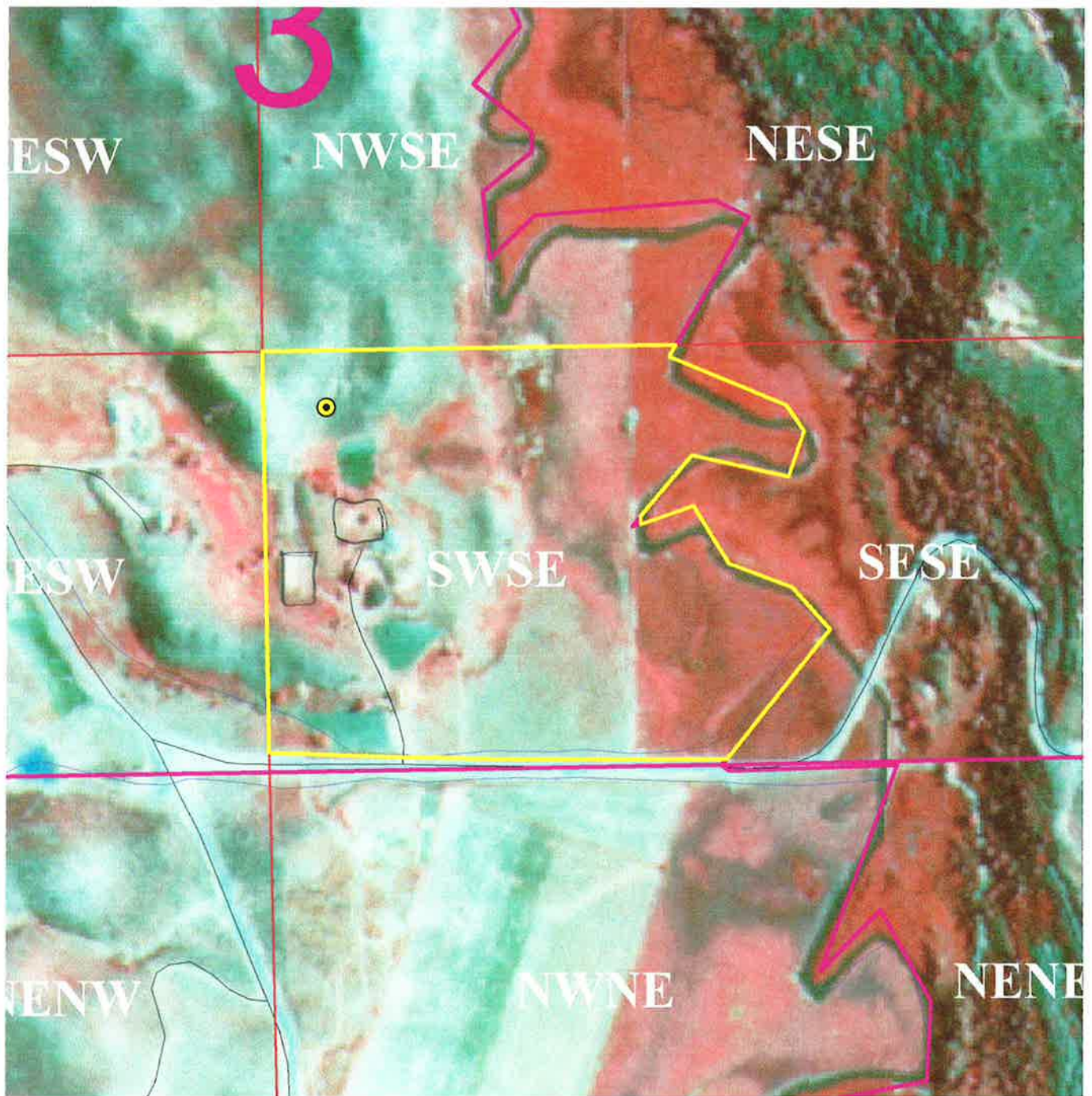
ESW NWSE NESE

ESW SWSE SESE

NENW NWNE NENE



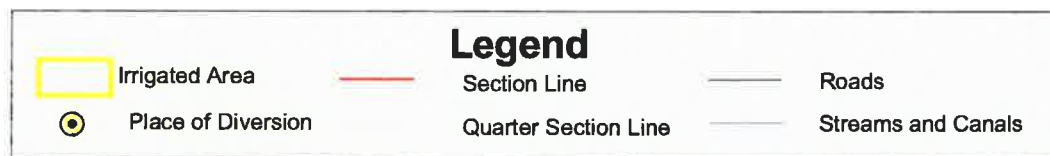
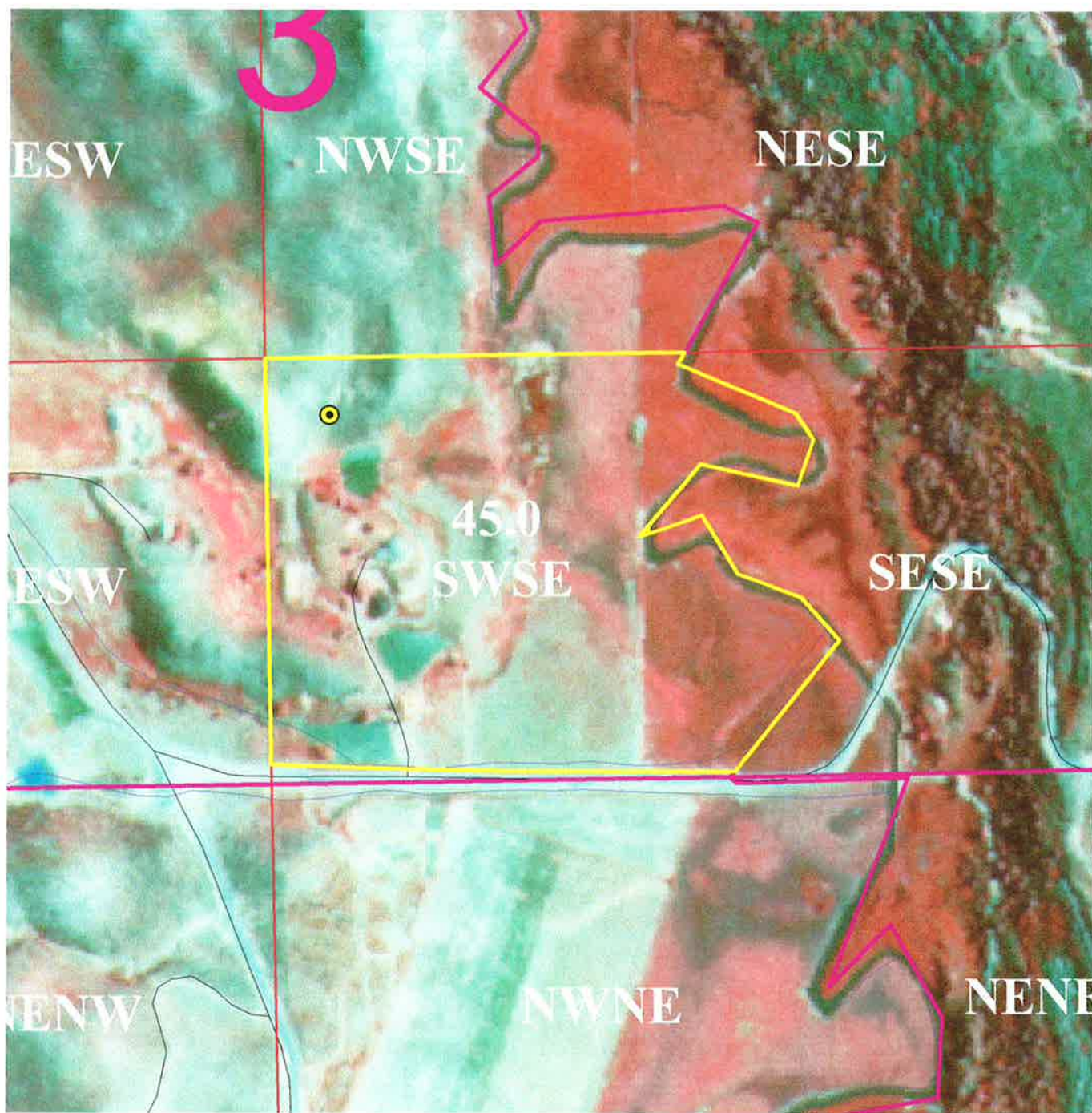
Township , 9S36E



200 0 200 400 Feet



Township , 9S36E



200 0 200 400 Feet

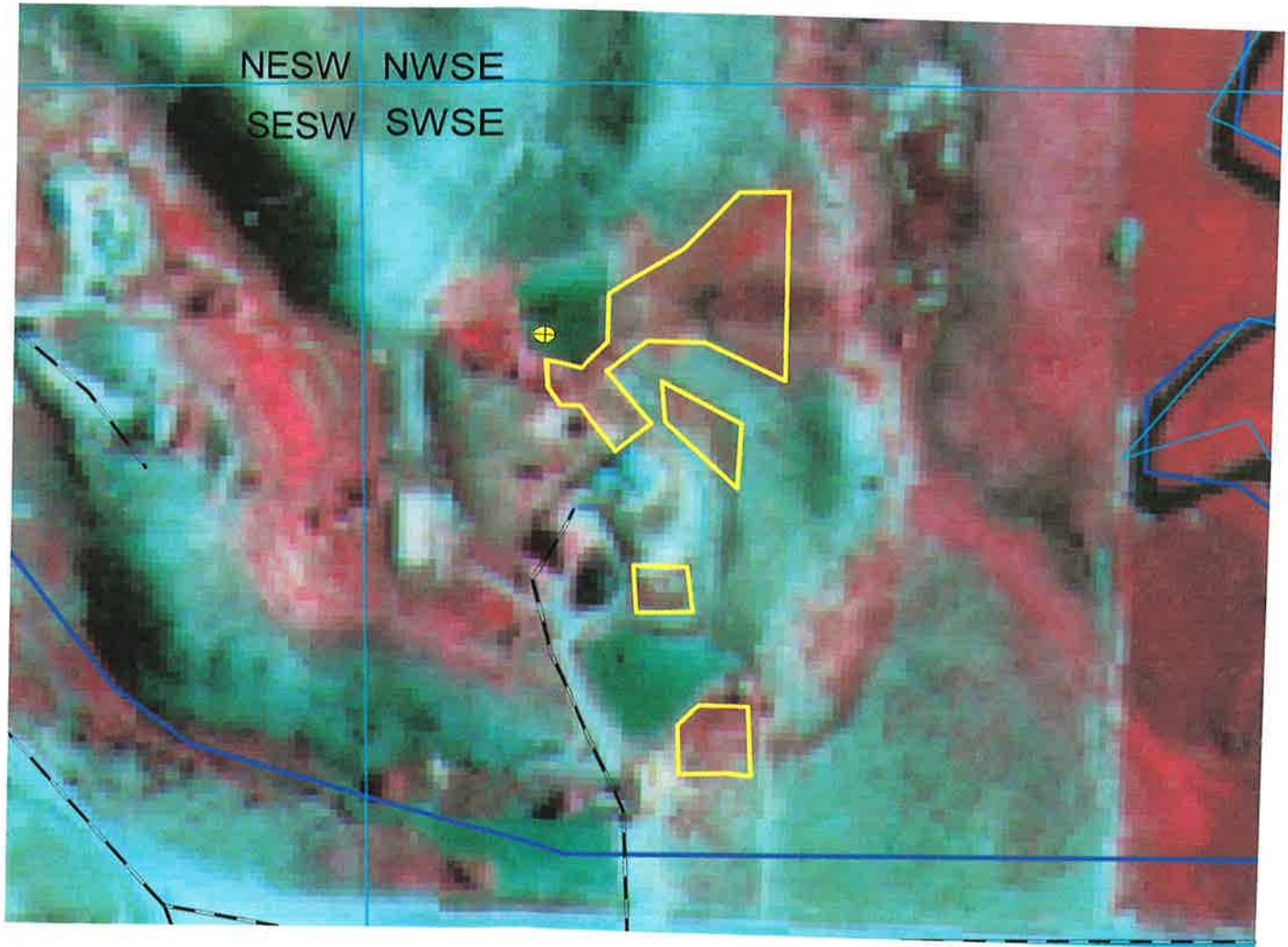




STATE OF IDAHO

Department of Water Resources
Eastern Region

Water Right 29-11710



0.07 0 0.07 0.14 Miles

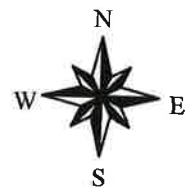
IRRIGATED ACRES 2

LEGEND

-  Point of Diversion
-  Place of Use
-  STREETS
-  SECTIONS
-  QUATER-QUATERS
-  STREAMS

Place of Use: T9S, R36E,
(part of) Section 3, SWSE

Points of Diversion: T9S, R36E
Sec. 3 NWSWSE



GIS Place of Use Illustration
1987/88 NAPP PHOTOGRAPHY
Prepared by C. Bird
Date: October, 2002

29-11710
Photos taken August 28, 2002
Accompanied by Rowe Aslett
October 8, 2002



Photo 1. Looking north at Spring. The spring seeps from the hill into the ditch.



Photo 2. Looking east at holding pond for yard.



Photo 3. Looking north at front pond. This pond waters the front yard.



Photo 4. Looking east at front yard.



Photo 5. Looking south at Orchard and log cabin.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

July 28, 2003

DON ASLETT
BARBARA ASLETT
PO BOX 700
POCATELLO ID 83204-0700

*Response.
2-10-04
-ps*

RE: Snake River Basin Adjudication (SRBA)
Water Rights #29-7469, 29-11708, 29-11709 and 29-11710

Dear Water Right Holders:

Mail we sent to you was returned undeliverable. We have enclosed the returned mail. Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter, list any other water rights you have, and return this letter by August 8, 2003. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records. Be sure to list your water right numbers.

If there has been a change in ownership of the property connected with the water right claims referenced above, please call this office toll-free at 1/800-451-4129 so I can contact the new owner(s) regarding their water right(s) and updating our records.

Sincerely,

Sally Sherman

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region
Enclosure:
Returned Mail

#####

The address is correct as shown above or as otherwise changed.

SCANNED

SEP 13 2004

Water Right Holder's Signature

Telephone No.

PROFILED

29-11710

29-7469 wr
29-11708 } P.D. '98
29-11709 }

ASLE452 832502005 1202 07 07/21/03
FORWARD TIME EXP RTN TO SEND
ASLETT
PO BOX 700
POCATELLO ID 83204-0700

RETURN TO SENDER
|||||

BARBARA ASLETT
452 W MERRILL RD
MC CAMMON ID 83250

RECEIVED

JUL 23 2003

Department of Water Resources

PROFILED
SCANNED
SEP 13 2004



IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 29

RIGHT ID
POD ID
Quad
Claim Type
Easting
Northing
GPSID

Diversion Description

One well behind log cabin, one by house.
Cabin well doesn't produce much water, so they don't use it.
House well is submersible, could not locate controls. Well located to west of garage

Barbara & Don Aslett

Assumptions

Invoice

2000-037-01-0

Phase-0 (No Attention)
Phase-I (Ready to Go to Field)
Phase-II (Site Visit - Data Missin)
Phase-III (Complete w/issues)
Phase-IV (Total Complete)

Linked
Photos

EPE (ft)

Date (M/D/Y)

Time

Flow Rate (CFS)

Open Channel Flow

☐ Complete one box from both Area and Calculation sections

Cross Sectional Area

☐ Circular Channel

- ☐ Less than half full
☐ Half full
☐ More than half full
☐ Full

Diameter

Depth

☐ Rectangular Channel

Width

Depth

Flow Calculation

☐ Continuity Velocity

☐ Orifice

(Use only for head over a pipe flowing full with free discharge)

Depth of Water above orifice centerline

☐ Weir

(Use only for water flowing freely over weir)

Height of water above nappe

Width of weir

☐ Manning (If used, include photo of representative channel section)

Channel Slope

Channel Description

Concrete lined	.016
Smooth earth	.025
Earth	.033
Rough bed, weeds on sides	.04
Smooth natural stream	.033
Rough natural stream	.1

Pumped System ☒

HP

Pressure Head (psi)

Elevation Head (ft)

Motor Mfg

Motor Serial #

Pump Type

Pump Mfg

Pump Serial#

New Contact Information ☐

New Contact Comments

This Form and the associated query are the exclusive intellectual property of Intrepid Engineering Services, and may not be copied, modified, or distributed without the express written consent of Intrepid Engineering Serviv, Inc.

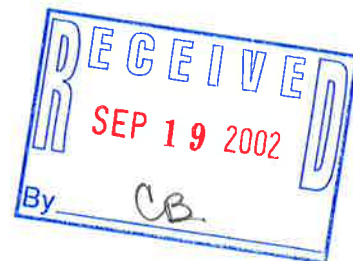
ATTENTION; Water Board
RE; Water Use-rights-Record

Don A. Aslett Property—Merriel Road—McCammon, Idaho
From; Don Aslett—Mc Cammon, Idaho

I purchased said Approx. 60 acres of Properties in late 1962-early 63 From John Cordon[since deceased] They owned property previous and use all and any spring water for irrigation of domestic raspberries and other fruit trees, I believe from 1958, I bought all water and other rights and since have used the spring water to irrigate farm pasture, fruit trees-garden-lawns and other growth that can prevent erosion. There are several traces of springs on the property with show green in early spring and disappear In early June, the main spring north of the house, never has never and will not run off the property, was by the first settlers of the place, used for drinking water. We have used spring water for past 48 years that we know of and in conversation and 'filing' with the courts have been verified as owners of that water that originates on the property,

Signed Don A. Aslett—Property owner date this day 9-12-02

Don A. Aslett



2-1
90015930

Know All Men by These Presents

That

Donald A. Aslett

have made, constituted, and appointed, and by these presents do make, constitute, and appoint

David N. Hermansen

true and lawful attorney for _____ and in _____ name _____, place and stead, and for _____ use and benefit, to ask, demand, sue for, recover, collect, and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities, and demands whatsoever as are now or shall hereafter become due, owing, payable or belonging to _____, and have, use, and take all lawful ways and means in _____ name _____ or otherwise for the recovery thereof, by attachments, arrests, distress, or otherwise, and to compromise and agree for the same, and acquittances or other sufficient discharges for the same, for _____ and in _____ name _____, to make, seal and deliver; to bargain, contract, agree for, purchase, receive, and take lands, tenements, hereditaments, and accept the seisin and possession of all lands, and all deeds and other assurances, in the law therefor, and to lease, let, demise, bargain, sell, remise, release, convey, mortgage, and hypothecate lands, tenements, and hereditaments upon such terms and conditions, and under such covenants, as _____ shall think fit. Also, to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, and merchandise, choses in action, and other property in possession or in action, and to make, do and transact all and every kind of business of what nature or kind soever, and also for _____ and in _____ name _____, and as _____ act and deed, to sign, seal, execute, deliver and acknowledge such deeds, leases and assignments of leases, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter-parties, bills of lading, bills, bonds, notes, receipts, evidences of debt, releases and satisfaction of mortgage, judgment and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.

General Power of Attorney in all
matters.

Giving and granting unto _____ said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as _____ might or could do if personally present, _____

hereby ratifying and confirming all that _____ said attorney _____ shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, _____ have hereunto set _____ hand _____ and seal _____ this

13th day of December, 1990

Signed, Sealed and Delivered in Presence of

Donald A. Aslett (Seal)

(Seal)

(Seal)

THIS MORTGAGE, made this Eighth day of January, 1963,
by Don Aslett and Barbara Aslett, Husband and Wife,
of McCammon, _____ County of _____, State of
Idaho, _____, hereinafter called mortgagor, to Idaho Savings and Loan Association,
an Idaho Corporation, _____ of _____, hereinafter called mortgagee,
County of _____, State of _____, _____, hereinafter called mortgagee.

WITNESSETH: That said mortgagor in consideration of (\$ 18,000) Dollars
Eighteen Thousand and no/100 _____ Dollars
paid by the said mortgagee does hereby grant, bargain, sell and convey unto said mortgagee and his heirs and
assigns forever that certain real property situated in the County of _____, State of Idaho, bounded and described as follows, to-wit:

Lots 9 and 10 in Section 3, Township 9 South, Range 36 E. B. M., Save and
except the following described tract and particularly described as follows:
Commencing at a point where the Westerly bank of Marsh Creek, intersects said
South Section line 240 feet; thence North at right angles to last described line
630 feet more or less to the Westerly bank of Marsh Creek, thence East and South
along the said Westerly line of Marsh Creek and following the meander line thereof,
to the Place of Beginning.

Also EXCEPT the following: Commencing at a point on the South Section line of
Section 3, Township 9 South, Range 36 East of the Boise Meridian, where the Westerly
bank of Marsh Creek intersects said South Section line of said Section 3, running
thence West along said South Section line of said Section 3 a distance of 240
feet; thence North at right angles to last described line a distance of 630 feet
more or less to the Westerly bank of Marsh Creek, the Place of Beginning of this
Survey
continuing thence North along said line to where the same intersects the Westerly
or Southerly bank of Marsh Creek a distance of 1020 feet, more or less, thence
in an Easterly and Southeasterly direction following the Westerly bank of Marsh
Creek to the Place of Beginning of this Survey.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or
in anywise appertaining, and which may hereafter thereto belong or appertain, and any and all fixtures upon
said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his
heirs and assigns forever.

This mortgage is intended to secure the payment of that certain promissory note, of even date here-
with, which said note _____ a copy of which is hereto
attached:

And said mortgagee covenants to and with the mortgagor, his heirs and assigns, that he is lawfully seized in fee simple of said premises and
that he will warrant and forever defend the same against all persons.

That he will pay said note(s) and installments of interest according to the terms thereof;
That while any part of said note(s) remains unpaid, he will pay all taxes, assessments and other charges of every nature which may be levied
on or against the said property or this mortgage or note(s) above described when due and payable and before the same become delinquent.

That he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof
superior to the lien of this mortgage.

That he will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or
damage by fire in the sum of \$18,000.00 _____ with such company or companies as the mortgagee may designate, and will keep all policies
of insurance on said property and payable in the mortgage as he in turn may require and will deliver all policies of insurance on said premises to the
mortgagee as soon as received; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any
waste of said premises.

These premises shall be sold if said mortgagee shall keep and perform the covenances herein contained and pay the said note(s), and acting as
parties hereto, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said
note(s); it is expressly agreed that in failure to perform any covenant herein, or if proceedings of any kind be taken to enforce any of the said
covenants or any part thereof the mortgagee shall have the opportunity to elect the whole amount unpaid on said note(s) at once payable, and this
mortgage may be foreclosed at any time thereafter. If the mortgagor shall fail to pay any taxes or charges or any part thereof,

[illegible]

387742

For value received, I, we, or either of us promise to pay to the IDAHO SAVINGS & LOAN ASSOCIATION, an Idaho corporation, or order, at its office in Pocatello, Idaho, the principal sum of Eighteen Thousand and no/100 ~~_____~~ DOLLARS.

in lawful money of the United States of America, with interest thereon at the rate of 6.75
per cent per annum, calculated upon unpaid monthly balances of said principal sum, payable in
Three Hundred (300) monthly installments of \$ 124.37

each on or before the First day of each and every month, commencing with the month of June, 1963, and if not so paid the unpaid balance of said principal sum to bear interest at the rate of 6.75% per annum from the date of the last interest payment during the period of delinquency.

If default be made in the payment of any installment or monthly payments under this note or in any of the covenants or conditions contained in the mortgage of even date herewith given as security therefor, the entire principal sum and accrued interest of this note shall become immediately due and payable at the option of the holder hereof.

All makers and endorsers of this note each hereby expressly waive demand, notice of non-payment and protest, and guarantee the payment of this note at maturity or at any time thereafter.

In case suit or action is instituted to collect this note or any portion thereof, I agree to pay, besides costs and disbursements allowed by law, such additional sum as the court may adjudge reasonable as attorney's fees, in said suit or action.

The maker hereof shall have the right at any time to make payments in advance, provided, however, that when the amount of any such prepayments equals or exceeds 90% of the original principal amount of this note, the maker agrees to pay ninety days' interest on the amount prepaid.

principal amount of this note, we make no agreement to pay interest on the amount of principal. A penalty of 5% of the principal and interest will be charged on all late payments. A payment is considered late 15 days from the due date.

—Barbara Alettt

382

January 8, 1963

$$m = 2$$

January 8, 1963

[illegible]

January 8, 1963

3-3

Leave in mortgage as above provided, the mortgage may at its option do so any payment or note shall be added to and become a part of the debt secured by the mortgage and shall bear interest at the same rate as the said mortgage without waiver, however, if any right existing in the mortgage for benefit of covenant and this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgage remains in force and effect. It shall be deemed to have been foreclosed by the mortgagee if the mortgagee has provided for in said mortgage shall be included in the lien of this mortgage.

Each and all of the covenants and agreements herein shall apply to and bind the heirs, executors, administrators, and assigns of said mortgagor, and said mortgagee respectively. In case suit is action is commenced to enforce this mortgage the mortgagee shall be entitled to the appointment of a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same to the payment of the amount due under this mortgage, less deducting all costs charges and expenses attending the execution of said trust.

In continuing this mortgage, it is understood that the mortgagee on the mortgage may be more than one person, that if the contract so provides, the mortgagee shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the said mortgagors, have hereunto set their hands and seals, the day and year first above written.

Executed and Delivered in the Presence of

Don Aslett [SEAL]
Barbara Aslett [SEAL]
Barbara Aslett [SEAL]
[SEAL]

STATE OF IDAHO,

County of Bannock

On this Eighth day of January in the year 1963, before me Ernest A. Garrett, a Notary Public in and for said State, personally appeared Don Aslett and Barbara Aslett, Husband and Wife

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Ernest A. Garrett
Notary Public for the State of Idaho,
Residing at Pocatello, Idaho.

387742

No. 387742
MORTGAGE
Real Property
(Form No. 300)

TO

Dated _____, 19____

STATE OF IDAHO.

County of _____
I hereby certify that this instrument was filed for record at request of _____

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

By _____ Ex-Officio Recorder.

Deputy.

Fees \$ _____

Mail to _____

387742

RECORDED AT REQUEST
Pocatello Title Co.

JAN 9 3 30 PM '63

OFFICIAL RECORD BOOK NO. 174
BANNOCK COUNTY, IDAHO
SARAH DEVAHEY, REC'D. LTR
FEE \$4.20 DEPUTY. 112.

Back Return to Mark Clark

Don Aslett
 5:20pm. Rowe Aslett - accompanied 8/28/02

Aslett 16:30pm (17:30pm).
 N 42° 39.808'
 W 112° 13.902'

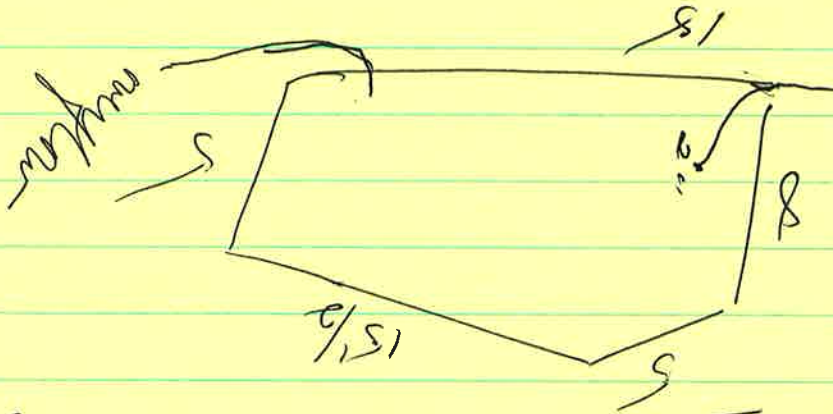
1-Photo looking North at Spring.
 Spring seeps from hill into ditch.

1-Photo looking at holding pond for yard.

GE Motor.
 Mod. SKC38PN3011BT
 1 hp.

S/C # WHJ170095

blks 16" x 8" 20" deep. 15 1/2
 Irrigals back yard



8/28/02

pipe from holding pond goes into pond
in the front yard -

- pumped from front pond to water
front lawn. -

buried 2" pipe (PVC).

1- Photo looking N. at front Pond

1- Photo looking E at front yard

2hp Sears pump.

- Over flow goes to the Orchard in front of
the house,

5:52 - 1 Photo looking S. at Orchard. and log cabin.

- They drag a 2" hose around to each tree to
water, also the lawn at the log home is
also watered with the spring.

Contacts Data Entry Form

Owner Type	Full Name	Address	City	State	Zip	Phone
Current Owner	Don Aslett	452 W. Merrill Rd.				
Name connector: and		or				
Current Owner	Barbara Aslett	McCannon	ID	83250		
Current Owner						

Representing Attorney: _____ Phone Number: _____

Accompanied By: Rowe Aslett Phone Number: 235-1255Relationship to Claimant: SonDate of Field Exam: 8/28/02 Time: 5:20 pm

Directions to Property (if different from above) and/or update owner information:

gone on a mission for 18 mos. in Boston, Mass.
lft ~~will be back in~~ February, 2002.

Reviewer: CBDate: 10/8/02

Priority Date Data Entry FormClaim Number: A29-11710Water Right Priority Date: 06-01-1958Water Right Basis: Beneficial UseClaimed Priority Date: 6-1-1958Claimed Basis: Beneficial UseRecommended Priority Date: 4/1/1963Recommended Basis: B.U.☐ Use Claimed Priority Date and Basis as Recommended Priority Date and Basis

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

- Evidence required.- affidavit from Don AslettReviewer: CABDate: 10/8/02

Point of Diversion and Source Data Entry FormClaim Number: A29-11710Water Right Point of Diversion: T 1, R 36E, Sec. 3, _____, _____, _____, County: Bannock

Source: _____ Tributary: _____

Claimed Point of Diversion: T 9S, R 36E, Sec. 3, NW, SW, SE, County: BannockSource: Spring Tributary: Sinks

Recommended Point of Diversion: T _____, R _____, Sec. _____, _____, _____, _____, County: _____

Source: _____ Tributary: _____

☒ Use Claimed POD and Source as Recommended POD and Source

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source
					Bannock	Spring
GPS Coordinates: <u>N 42° 39.808'</u>					<u>W 112° 13.902'</u>	
GPS Coordinates: _____					_____	
GPS Coordinates: _____					_____	
GPS Coordinates: _____					_____	
GPS Coordinates: _____					_____	
GPS Coordinates: _____					_____	
GPS Coordinates: _____					_____	

Other rights from this POD? _____

Document how the POD and Source were verified and/or Pump and Motor data:

field exam. - see note for pump info.

Transfers Changing POD _____

Reviewer: CBDate: 10/8/02

Place Of Use Data Entry Form

Claim Number: A29-11710☐ Use Claimed POU as Recommended POU

Claimed Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres _____

Recommended Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use
95	36E	3	SWSE		Bannock		2	Irrigation

Total Acres 2

Document how the POU was verified:

- field exam
- 1987/88 NAPP Photography

Transfers Changing POU _____

Reviewer: EBDate: 10/24/02

Purpose of Use Data Entry Form

Claim Number: A29-11710☐ Use Claimed Purpose of Use as Recommended Purpose of Use

Water Right Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other

Claimed Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other
Irrigation			2	

Recommended Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other
Irrigation			2	

Document how the Purpose of Use was verified:

field exam

1987/88 NAPP PHOTOGRAPHY

Transfers Changing Purpose of Use _____

Reviewer: CBDate: 10/24/82

Period of Use and Quantity Data Entry Form

Claim Number: A29-11710☐ Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____

Overall Diversion Volume _____

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Irrigation	3/15	11/15	0.04	

Overall Diversion Rate 0.04

Overall Diversion Volume _____

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Irrigation	3/15	11/15	0.04	

Overall Diversion Rate 0.04

Overall Diversion Volume _____

Document how the Period of Use and/or Diversion Rate were verified:

add SO3 Remark that water can be
used as early as 3/15 → 11/15
field exam

Reviewer: CBDate: 11/24/02



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 9, 2002

A29-11710

Don & Barbara Aslett
452 West Merrill Road
McCammon, Idaho 83250

RE: EVIDENCE OF PRIORITY

Dear Claimant (s):

The Idaho Department of Water Resources has recently begun its water right review in Basin 29. The Notice(s) of Claim identified with the number shown above in the "address" label and at the "end" of this letter has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates water usage is based on "Beneficial Use". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Notice. The date the water was first put to use, known as the priority date, has not been confirmed by a license, Decree, or Permit. For this reason, proof must be provided supporting the priority date. As the claimant, you are responsible for submitting the necessary proof to support the priority date.

It is important that each element of the Notice be substantiated. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

For your reference, I have provided a printout of your Notice and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "What Kind of Evidence is Required" and "Some examples of Documents Which May Be Evidence of the Priority Date".

It is our goal to recommend historical water rights within the Snake River Basin as accurately as possible. **Field exams to verify other items of the Notice need to be conducted by the Department personnel.**

.....
The Department cannot recommend the court decree the Notice if no evidence of a priority date is submitted.
.....

Please submit the documentation supporting the priority date by September 20, 2002, referencing all documents with the corresponding Notice number. If you have any questions not covered by this letter or the enclosed pamphlet, please feel free to contact me at 547-3993.

Respectfully,

Cindy E. Bird
Adjudication Bureau

Enclosure: Brochure on "Evidence of Priority"
Copy of Claim A29-11710

8/2/02 This phone number has been disconnected.

The only Ashtts' in the State of Idaho
was B. Jean Aslett & B. Aslett (Betty & Alex)

- Check Bannock County records.

8/8/02 Stopped by the home and left a card.

8/9/02 Don's secretary 232-3535 - (Toby).

- need evidence of priority
- need to visit the site,
Verify POP, POH.
- mail is being forwarded.
- out of the country of 18mos. (left feb 2002)

SCANNED

JUN 04 2001

Log for claim A29-11710

Spatial Dynamics LTD

7/14/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
09s36e	3	SWSE	2	45	POD placement? / Indiscernible
Totals:			2	45	

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BARBARA ASLETT	06/01/1958	IRRIGATION	03-15 11-15	0.040 CFS	
C	DON ASLETT					
	452 W MERRILL RD					
	MC CAMMON ID 83250					
	(208) 254-3553					
				TOTAL DIVERSION:	0.040 CFS	
				CONSUMPTIVE USE:		5.00 AFA

Stage: BENEFICIAL USE

BANNOCK County

			NE				NW				SW				SE																				
T	R	S	: Lt	Ac	NENE	Lt	Ac	SWNE	SENE	: Lt	Ac	NENW	Lt	Ac	SNW	SENW	: Lt	Ac	NESW	Lt	Ac	SWSW	SESW	: Lt	Ac	NESE	Lt	Ac	SWSE	SESE	: Lt	Ac			
09S	36E	3	:							:																									
			:							:																								SUM	
			:							:																								02	2.0
			:							:																								TOTAL ACRES	2.0

Other Rights: A2911708 AND A29-11709 FOR ADJACENT HOMES

Audit: 04/25/90 JONES 09/09/94 JTHOMPSON 03/29/95 POST-STD 04/12/00 CVANDERM

JUN 04 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: A29-11710

Date Received: 4/25/1990

Receipt No: 2015631Received By: ALJ

B. Jean 208-543-6962
B. Aslett - 208-543-9242
MC Bly & alx.

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

1. Name: BARBARA ASLETT
Address: 452 W. MERRILL RD.
MCCAMMON, ID

83250

208-254-3553

OR

Name: DON ASLETT
Address: 452 W. MERRILL RD.
MCCAMMON, ID

83250

208-254-3553

2. Date of Priority: JUN 01, 1958

3. Source: SPRING

Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
09S	36E	3	NW	SW	SE		BANNOCK

5. Description of diverting works:
DITCH TO FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.040		

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

A.F.A.

8. Total consumptive use is 5.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A29-11710

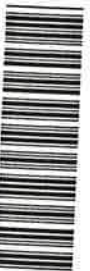
Page

1

Date: 04/25/90

MICROFILMED
NOV 16 1992

A2911710



10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
09S	36E	3	SW SE		IRR	2.0
Section Acres						2.0
Total Acres						2.0

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:

A2911708 AND A29-11709 FOR ADJACENT HOMES

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):

Barbara Aslett

Date: April 25 / 90

Date: _____

State of Idaho

County of

Bonneville

) SS.
)

Subscribed and sworn (or affirmed) before me this 25th day

of April 19 90

Colleen Wray
Notary Public

Seal

Residing at

Idaho Falls

My Commission Expires

5/29/99

MICROFILMED

NOV 16 1964

T95
R
3CE

A 29-11710

