

RECEIVED

AUG - 6 2002

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Department of Water Resources

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
	31-20712				

for fees

determine if fees are required for your filing

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)

ROBERT & NELLIE MONTGOMERY
DECEASED

4. New Owner/Claimant(s)

ROBERT E. & BETTE I. MONTGOMERY

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

New Mailing Address

19370 SO. INSPIRATION DRIVE

City, State and ZIP Code

PIONEER, CA 95666-9356

New Telephone Number

(209) 295-7785

5. Date you acquired the property

6/20/1990

*o.k. for data entry
of 8-6-02*

Records Modified 8-6-02

MS

**FOR ASSESSMENT
USE ONLY**

DEED OF TRUST, Made this 20th day of June, 1990
BETWEEN

REE E. MONTGOMERY and BETTE I. MONTGOMERY, husband and wife

("GRANTOR"),

whose address is 26851 Antelope Drive, Pioneer, CA 95666

Land Title and Escrow, Inc., an Idaho Corporation,

("TRUSTEE"), and

NELLIE V. MONTGOMERY, a widow

("BENEFICIARY"),

WITNESSETH: Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST,
WITH POWER OF SALE, that property in the County of Gooding State of Idaho
described as follows:

SEE ATTACHED EXHIBIT "A"
(containing one page)

"THIS IS A PURCHASE MONEY DEED OF TRUST"

For the Purpose of Securing payment of the indebtedness owed by Grantor in the sum of FIFTEEN THOUSAND AND NO/100

(\$ 15,000.00), with the final payment due on June 1, 2000 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.

1. GRANTOR AGREES:

1.1. 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 performed 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, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

1.2. 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.

1.3. 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.

1.4 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 and any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

1.5. 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 the rate authorized by Idaho Code 28-22-104(1).

1.6 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 purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, 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.

1.7 The property does not contain more than twenty acres.

2. IT IS MUTUALLY AGREED:

2.1. Any award of damages in connection with any condemnation for public use of or 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.

2.2. 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.

2.3. 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.

7-17-2000
01:50A

"THIS IS A PURCHASE MONEY DEED OF TRUST"

For the Purpose of Securing payment of the indebtedness owed by Grantor in the sum of **FIFTEEN THOUSAND AND NO/100**

(\$ 15,000.00), with the final payment due on **June 1, 2000** 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.

1. GRANTOR AGREES:

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1.2. 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.

1.3. 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.

1.4 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 and any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

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2.2. 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.

2.3. 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.

2.4. 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."

2.5. 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 indebtedness 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 hereunder or invalidate any act done pursuant to such notice.

2.6. 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 execute 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.

COPY

2.7. 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.

2.8. 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; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto. The Beneficiary shall also have all rights provided by law whether stated here or not.

2.9. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their successors and assigns. The term Beneficiary shall mean the holder and owner of the debt secured hereby. In this Deed of Trust whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

2.10. 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.

2.11. 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 new trustee or trustees shall succeed to all of the powers and duties of the trustee named herein.

2.12. 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.

3. ADDITIONAL AGREEMENTS:



DATE the 20th day of June, 19 90

Ree E. Montgomery

Bette I. Montgomery

Individual

STATE OF IDAHO COUNTY OF Gooding

On this 2nd day of July, 1990,
before me, a Notary Public in and for said State,
personally appeared

Ree E. Montgomery and
Bette I. Montgomery

known or identified to me to be the persons
whose names are subscribed to the within
instrument, and acknowledged to me that they
executed the same

Notary Public

Residing at Twin Falls, Idaho
My Commission Expires: 1/13/94

Corporate

STATE OF IDAHO, COUNTY OF

On this day of 19
before me, a Notary Public in and for said State,
personally appeared

known or identified to me to be the
of the corporation that
executed the within instrument or the person
who executed the instrument on behalf of said
corporation, and acknowledged to me that such
corporation executed the same.

Partnership

STATE OF IDAHO, COUNTY OF

On this day of 19
before me, a Notary Public in and for said State,
personally appeared

known or identified to me to be the partners or
one of the partners in the Partnership of
and the partner
or one of the partners who subscribed said Part-
nership name to the foregoing instrument and
acknowledged to me that
executed the same in said Partnership name.



DATE the 20th day of June, 19 90

Ree E. Montgomery
Bette I. Montgomery

Individual

STATE OF IDAHO, COUNTY OF Gooding

On this 2nd day of July, 1990,
before me, a Notary Public in and for said State,
personally appeared

Ree E. Montgomery and
Bette I. Montgomery

known or identified to me to be the persons
whose names are subscribed to the within
instrument, and acknowledged to me that they
executed the same

Betty J. Stansell
Notary Public

Residing at Twin Falls, Idaho
My Commission Expires: 1/13/94

Corporate

STATE OF IDAHO, COUNTY OF

On this day of 19
before me, a Notary Public in and for said State,
personally appeared

known or identified to me to be the
of the corporation that
executed the within instrument or the person
who executed the instrument on behalf of said
corporation, and acknowledged to me that such
corporation executed the same.

Residing at Notary Public
, Idaho

Partnership

STATE OF IDAHO, COUNTY OF

On this day of 19
before me, a Notary Public in and for said State,
personally appeared

known or identified to me to be the partners or
one of the partners in the Partnership of
and the partner
or one of the partners who subscribed said Part-
nership name to the foregoing instrument and
acknowledged to me that
executed the same in said Partnership name.

Residing at Notary Public
, Idaho

TO: Land Title and Escrow, Inc., Trustee:

You are hereby authorized and requested to execute a reconveyance

NOTE: The Promissory Note or Notes must be
presented with this request.

COPY

EXHIBIT "A"

TOWNSHIP 5 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 34: Part of NW $\frac{1}{4}$ SW $\frac{1}{4}$, described as follows:

Beginning at the Southwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence Easterly along the Southerly boundary of
said NW $\frac{1}{4}$ SW $\frac{1}{4}$, North 89°40'36" East, 129.03 feet;
Thence North 0°14'06" East, 207.60 feet to the cen-
ter of the Big Wood Canal Company B-1 Lateral;
Thence Northwesterly along the center of said B-1
Lateral, North 84°09'31" West, 130.62 feet to
the Westerly boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence Southerly along said Westerly boundary South
0°00'53" East, 221.62 feet to THE POINT OF
BEGINNING.

SUBJECT TO the rights of public roads which affect
the Westerly 25.00 feet and the Southerly 25.00
feet.



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

July 11, 2002

REE E MONTGOMERY
BETTE I MONTGOMERY
C/O THE RIDLEYS
1953 E 1775 S
GOODING ID 83330

RE: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right #37-20712

Dear Claimants:

Thank you for notifying us you are the new owners of the property and Notice of Claim to a Water Right #37-20712. Before we can modify our records to reflect your ownership, we require the enclosed Notice of Change of Water Right Ownership form be submitted.

Since this claim is still pending in the SRBA, there is no fee to change the ownership.

Please call me toll-free at 1-800/451-4129 if you have any questions.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

Enclosure:

Form 42-248/42-1409(6)



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

July 5, 2002

(deceased)
ROBERT E MONTGOMERY
NELLIE V MONTGOMERY
1953 E 1775 S
GOODING ID 83330-6118

7-12-02
Son Ree called.
I sent a change to them 7-11-02.

Re: Snake River Basin Adjudication (SRBA)
Notice of Claim to a Water Right #37-20712 and
Water Right #37-4342
Change of Address

Dear Claimants:

IDWR has been notified the address presently in our records is incorrect. 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. Future notices related to your water right(s) can be sent only to the address on your water right(s) or as otherwise changed by you.

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 and list any other water rights you may have before returning this letter by July 23, 2002. 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.

If there has been a change in ownership of the property connected with the water rights referenced above, please call this office toll-free at 1-800/451-4129 to obtain a form to make this required change to the water right record.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

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

Claimant Signature

Telephone No.

37-20712 g
37-4342
we

RETURN TO SENDER
U.S.P.S. Form: 3547
fee due 70¢
U.S. POSTAL SERVICE
PS FORM 3547

First-Class Mail
Postage & Fees Paid
USPS
Permit No. 3-10

RETURN TO SENDER
U.S.P.S. Form: 3547
fee due 70¢
U.S. POSTAL SERVICE
PS FORM 3547

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

Dep. of Water Resources
Adjudication Bureau
P.O. Box 83720
Boise, ID 83720-0098

ADDRESS SERVICE
REQUESTED



MONT100 833302215 1701 10 06/28/02
FORM 3547
MONTGOMERY
1953 E 1775 S
GOODING ID 83330-6118



NELLIE V MONTGOMERY
ROBERT E MONTGOMERY
2100 E 1775 S
GOODING ID 83330

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JUL - 2 2002
Department of Water Resources



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

DIRK KEMPTHORNE
GOVERNOR

July 11, 2002

KARL J. DREHER
DIRECTOR

REE E MONTGOMERY
BETTE I MONTGOMERY
C/O THE RIDLEYS
1953 E 1775 S
GOODING ID 83330

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Please call me toll-free at 1-800/451-4129 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Sally'.

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region
Enclosure:
Form 42-248/42-1409(6)

06/23/2002

RECEIVED

JUL 11 2002

NOTICE OF ERROR
REPLY

Department of Water Resources

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: July 23, 2002

Water right number: 37-20712

ROBERT E MONTGOMERY

2100 E 1775 S

GOODING ID 83330

Telephone Number: (208) 934-5194

NELLIE V MONTGOMERY

2100 E 1775 S

GOODING ID 83330

Telephone Number: (208) 934-5194

REE E. MONTGOMERY
BETTE I. MONTGOMERY

The Montgomerys
c/o The Ridleys
1953 E. 1775 So.
Gooding, ID 83330

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

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

DATE: 7/6/02

SIGNATURE:

Please print your name: REE E. MONTGOMERY

IDWR State Office, PO Box 83720, Boise ID 83707-9815



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

July 5, 2002

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

ROBERT E MONTGOMERY
NELLIE V MONTGOMERY
1953 E 1775 S
GOODING ID 83330-6118

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Water Right #37-4342
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Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

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

Claimant Signature

Telephone No.

04/24/2002

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

RIGHT NUMBER: 37-20712

NAME AND ADDRESS: ROBERT E MONTGOMERY
2100 E 1775 S
GOODING ID 83330

NELLIE V MONTGOMERY
2100 E 1775 S
GOODING ID 83330

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.04 CFS

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

PRIORITY DATE: 04/01/1973

POINT OF DIVERSION:

T05S R15E S34 SWNWSW Within GOODING County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

DOMESTIC

01/01 12/31

0.040 CFS

PLACE OF USE: DOMESTIC Within GOODING County

T05S R15E S34

NWSW

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

EXPLANATORY MATERIAL: Beneficial Use

PARCEL NO. 05S15E345774

37-4342 → 37-20712 7-16-1992





NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED

MAY 13 1992

Department of Water Resources
Southern Region Office

DATE OF CLOSING: 4-29-92

LEGAL DESCRIPTION OF PROPERTY: Township 5 South Range 15 EAST
Section 34, SW 1/4 of NW 1/4 of SW 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

[] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

[] Water Right Number(s)
Assigned by IDWR: x 937-04342

[] Name and Address of Former Owner/Claimant(s)(Seller): GEORGE & MARTHA CARPENTER
2104 E 17755
Gooding ID 83330

[] New Owner/Claimant (Purchaser): EDWARD E. & SUSAN W. HARRISON

[] New Mailing Address: 2104 E 17755
Gooding ID 83330

[] New Telephone Number: (208) 934-4838

[] Does the change in ownership result in a splitting of the water right owned/claimed? yes X no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

[] Attach proof of ownership, describe proof attached: WARRANTY DEED

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

[] Signature of New Owner/Claimant(s) Edward E. Harrison Date 5/11/92
Susan W. Harrison Date 5/11/92

[] Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data Entry

Date: 5/28/92 By: [Signature]

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data Entry

Date: 5/28/92 By: [Signature]

Claim Numbers or Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

222 Gooding St E.
Gooding, ID 83330

MICROFILMED

SEP 24 1994



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS

Governor PHILIP E. BATT

R. KEITH HIGGINSON
Director

February 28, 1995

JAMES MURRAY
2101 E 1775 S
GOODING ID 83330

RE: CHANGE OF OWNERSHIP OF SRBA CLAIM A37-04342

DEAR MR. MURRAY,

ENCLOSED PLEASE FIND THE FORMS USED TO CHANGE THE OWNERSHIP OF AN SRBA CLAIM TO A WATER RIGHT WITHIN THE SRBA.

AS WE DISCUSSED ON THE PHONE THIS DAY, ALL THREE PARTIES SHOULD FILE A CHANGE OF OWNERSHIP FORM. PROOF OF OWNERSHIP SHOULD BE INCLUDED WHEN YOU RETURN THE FORM TO OUR OFFICE, SEE FORM FOR DETAILS.

IF YOU HAVE ANY QUESTIONS PLEASE CALL OUR OFFICE.

SINCERELY,

STEVE CLELLAND
Water Resource Agent

ENC:

P.S. IT APPEARS THE RIGHT/CLAIM IS NOW OWNED
By Edward E. Harrison. SOME CLARIFICATION
MAY BE NEEDED TO EXPLAIN THE OWNERSHIP.

MICROFILMED
NOV 27 1996

6/9/94

COMMUNICATION DOCUMENTATION

Claim No. A37-04342

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Steve Clelland

February 28, 1995 2:13pm

NAME:

JAMES MURRAY

CALLIN/BACK

RE:

PAPER ARTICLE

HE ASKED IF THE PREVIOUS OWNER HAD FILED... JOHN CARPENTER, 2 MILES EAST OF GOODING. QUERY TURNED UP THE CLAIM **A37-04342**. CLAIM WAS FOR THREE HOMES NOW UNDER SEPARATE OWNERSHIP, SUGGETSED THEY ALL FILE CHANGE OF OWNERSHIP FORMS. HE REQUESTED 3 FORMS FOR THE OTHER PARTIES SENT TO 2102 E. 1775 S., GOODING ID 83330. PHONE: 934-4293.

MICROFILMED
NOV 27 1996

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: **A37-04342**
Date Received: 6/22/1988
Receipt No: M000158
Received By: _____

ownership change JK

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

1. Name: EDWARD E HARRISON 208-934-4838
Address: 2104 E 1775 S
GOODING ID 83330
AND
Name: SUSAN W HARRISON 208-934-4838
Address: 2104 E 1775 S
GOODING ID 83330

2. Date of Priority: APR 1, 1951

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05S	15E	34	SW	NW	SW		GOODING

5. Description of diverting works:
4" WELL 165' DEEP WITH 1 HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.160		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/3 HOMES

**MICROFILMED
FEB 24 1993**

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
05S	15E	34	NW SW		DOMEST	

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: STATUTORY CLAIM

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)
) SS.
County of _____)

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

Notary Public

Seal

Residing at _____

My Commission Expires MAY 2015

MICROFILMED
FEB 24 1993



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

RECEIVED

MAY 13 1992

Department of Water Resources
Southern Region Office

DATE OF CLOSING: 4-29-92

LEGAL DESCRIPTION OF PROPERTY: Township 5 South Range 15 EAST
Section 34, SW 1/4 of NW 1/4 of SW 1/4, Govt. Lot _____, BM.
Lot _____, Block _____, Subdivision/Townsite _____
If you have additional legal descriptions, please attach separate sheet.

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s)
Assigned by IDWR: x 1937-04342

☐ Name and Address of Former Owner/Claimant(s)(Seller): GEORGE & MARTHA CARPENTER
2104 E 17755
Gooding ID 83330

☐ New Owner/Claimant (Purchaser): EDWARD E. & SUSAN W. HARRISON

☐ New Mailing Address: 2104 E 17755
Gooding ID 83330

☐ New Telephone Number: (208) 934 - 4838

☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

☐ Attach proof of ownership, describe proof attached: WARRANTY DEED

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☐ Signature of New Owner/Claimant(s) Edward E. Harrison Date 5/11/92
Susan W. Harrison Date 5/11/92

☐ Signature of Former Owner/Claimant(s): _____ Date _____
_____ Date _____

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data Entry

Date: 5/28/92 By: [Signature]

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data Entry

Date: 5/28/92 By: [Signature]

Claim Numbers of Split, if any:

MICROFILMED
FEB 24 1993

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

222 Shoshone St. E.
Twin Falls, ID 83301

SD-33	Last Name: CARPENTER				STATE	
S	O					
E	W	Water	Priority		Total	Use
L	N	Right No.	Date	Source	Diversion	Code Desc
---	---	---	---	---	---	---
---	CARPENTER					
---	SALEM	O A37-00133A	05/15/1899	BIG WOOD RI	2.400	01 IRR
---	LAVERN	C A37-00533	05/01/1896	BIG WOOD RI	0.800	01 IRR
---	OPAL	C A37-00533	05/01/1896	BIG WOOD RI	0.800	01 IRR
---	JOHN W.	C A37-04342	04/01/1951	GROUNDWATER	0.160	43 DOMEST
---	SHERRI	C A37-04342	04/01/1951	GROUNDWATER	0.160	43 DOMEST
---	GEORGE	C A37-04342	04/01/1951	GROUNDWATER	0.160	43 DOMEST
---	MARTHA	C A37-04342	04/01/1951	GROUNDWATER	0.160	43 DOMEST
---	HENRY	O A37-00131	05/15/1897	BIG WOOD RI	3.200	01 IRR
---				COMBINED RI		
---	SALEM	O A37-00133B	05/15/1899	BIG WOOD RI	0.800	01 IRR
---				COMBINED RI		

(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

MICROFILMED
FEB 24 1985

SD-0604-2 Township: 05S Range: 15E Section: 34				Tract:		Lot:				
S	L	STATE	O	S	Max # Records	64				
E	O	Water	Name	W	T	Priority	Use			
L	Tract	T	Right No.	Last, First	N	AC	G	Date	Code	Desc
—	SENW		A37-11120	RUMPLE, GLORIA R.	C		J	09/10/1940	04	STOCK
—	SENW		A37-00867Z1	LARGE CLAIM	C	36	D	01/01/1901	39	GWR FS
—	NESW		A37-00867Z1	LARGE CLAIM	C	40	D	01/01/1901	39	GWR FS
—	NWSW		A37-04342	MONTGOMERY, ROBERT E.	C		S	04/01/1951	43	DOMEST
—				MONTGOMERY, NELLIE V.	C					
—				CARPENTER, JOHN W.	C					
—				CARPENTER, SHERRI	C					
—				CARPENTER, GEORGE	C					
—				CARPENTER, MARTHA	C					
—	NWSW		A37-10038	DIXON, REESE L.	C		J	05/01/1977	43	DOMEST
—				DIXON, CONNIE M.	C				04	STOCK
—	NWSW		A37-10038	DIXON, REESE L.	C		J	05/01/1977	43	DOMEST
—				DIXON, CONNIE M.	C				04	STOCK
—	NWSW		A37-10138	THURBER, LOYD	C		J	06/01/1948	43	DOMEST
—				THURBER, JAY H.	C				04	STOCK
—	NWSW		A37-10138	THURBER, LOYD	C		J	06/01/1948	43	DOMEST

(Enter=Continue)

(GOLD7=This Query)

(Menu _____)

MICROFILMED
FEB 24 1993

G-002069



WARRANTY DEED

RECEIVED

MAY 13 1992

For Value Received

Department of Water Resources
Southern Region Office

George L. Carpenter and Martha V. Carpenter, husband and wife,

hereinafter referred to as Grantor, does hereby grant, bargain, sell, and convey unto

Edward E. Harrison and Susan W. Harrison, husband and wife,

hereinafter referred to as Grantee, whose current address is

2104 East 1775 South, Gooding, ID 83330

the following described premises, to-wit:

See attached EXHIBIT A, attached hereto and made a part hereof.

COPY

TOGETHER with 2 shares of Big Wood Canal Company water.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: April 29, 1992.

George L. Carpenter
George L. Carpenter

Martha V. Carpenter
Martha V. Carpenter

STATE OF IDAHO)

: ss

COUNTY OF Gooding)

On This 29th day of April, in the year 1992, before me, a Notary Public in and for said State, personally appeared George L. Carpenter and Martha V. Carpenter, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



148524

Susan M. Bolton
Notary Public for Idaho
Residing at Gooding, Idaho
Commission Expires:
STATE OF IDAHO COUNTY OF GOODING

Filed for record of the request of FIRST AMERICAN TITLE

34 m. past 11 o'clock A m. this 29
April 19 92 per S.O.

JOHN A. MILLER Recorder

By Aubeta Sells

First American Title Company of Idaho

Deposited

EXHIBIT A

That part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 5 South, Range 15 East of the Boise Meridian, Gooding County, Idaho, described as follows:

COMMENCING at the Southwest corner of said Northwest Quarter of the Southwest Quarter;

Thence Easterly along the Southerly boundary of said Northwest Quarter of the Southwest Quarter North $89^{\circ} 40' 36''$ East, 206.52 feet to the TRUE POINT OF BEGINNING;

Thence continuing Easterly along the Southerly boundary of said Northwest Quarter of the Southwest Quarter North $89^{\circ} 40' 36''$ East, 123.27 feet;

Thence North $0^{\circ} 01' 55''$ West, 255.16 feet to the center of the Big Wood Canal Company B-1 Lateral;

Thence Westerly along the center of said B-1 Lateral South $60^{\circ} 07' 11''$ West, 56.96 feet;

Thence continuing Westerly along the center of said B-1 Lateral South $82^{\circ} 18' 20''$ West, 72.00 feet;

Thence South $0^{\circ} 37' 36''$ West, 217.85 feet to THE TRUE POINT OF BEGINNING.

MICROFILMED
FEB 24 1953



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301 (208) 736-3033

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

28-May-1992

RE: ADJUDICATION CLAIM NO. A37-04342

EDWARD E HARRISON
SUSAN W HARRISON
2104 E 1775 S
GOODING ID 83330

Dear Claimant(s):

Enclosed please find a copy of a computer-generated claim based on the information from your original claim, which has been entered in our records.

Please review the claim for accuracy. In a few instances, clarifications may have been added by the Department at the time of data entry. Should you have any questions or objections regarding this record of your claim, please contact this office.

Sincerely,


Jeanie Robertson
Records Clerk

/jr
Enclosures

MICROFILMED
FEB 24 1993

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: A37-04342
Date Received: 6/22/1988
Receipt No: MD00158
Received By: JDC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name:	ROBERT E. MONTGOMERY	208-934-5194
Address:	2100 E. 1775 S. GOODING, ID	83330
AND/OR		
Name:	NELLIE V. MONTGOMERY	208-934-5194
Address:	2100 E. 1775 S. GOODING, ID	83330
AND/OR		
Name:	JOHN W. CARPENTER	208-934-4985
Address:	2102 E. 1775 S. GOODING, ID	83330
AND/OR		
Name:	SHERRI CARPENTER	208-934-4985
Address:	2102 E. 1775 S. GOODING, ID	83330
AND/OR		
Name:	GEORGE CARPENTER	208-934-8572
Address:	2104 E. 1775 S. GOODING, ID	83330
AND/OR		
Name:	MARTHA CARPENTER	208-934-8572
Address:	2104 E. 1775 S. GOODING, ID	83330

2. Date of Priority: APR 01, 1951

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05S	15E	34	SW	NW	SW		GOODING

5. Description of diverting works:
4" WELL 165' DEEP WITH 1 HP PUMP

A37-04342

Page 1

Date: 06/22/88

MICROFILMED
FEB 24 1993

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.160		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/3 HOMES

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
05S	15E	34	NW SW		DOMEST	

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: STATUTORY CLAIM
Water Right Number:

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 X 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): Robert E. Montgomery Date: 6/22/88
_____ Date: _____

State of Idaho)
County of Lincoln) SS.

Subscribed and sworn (or affirmed) before me this 22 day

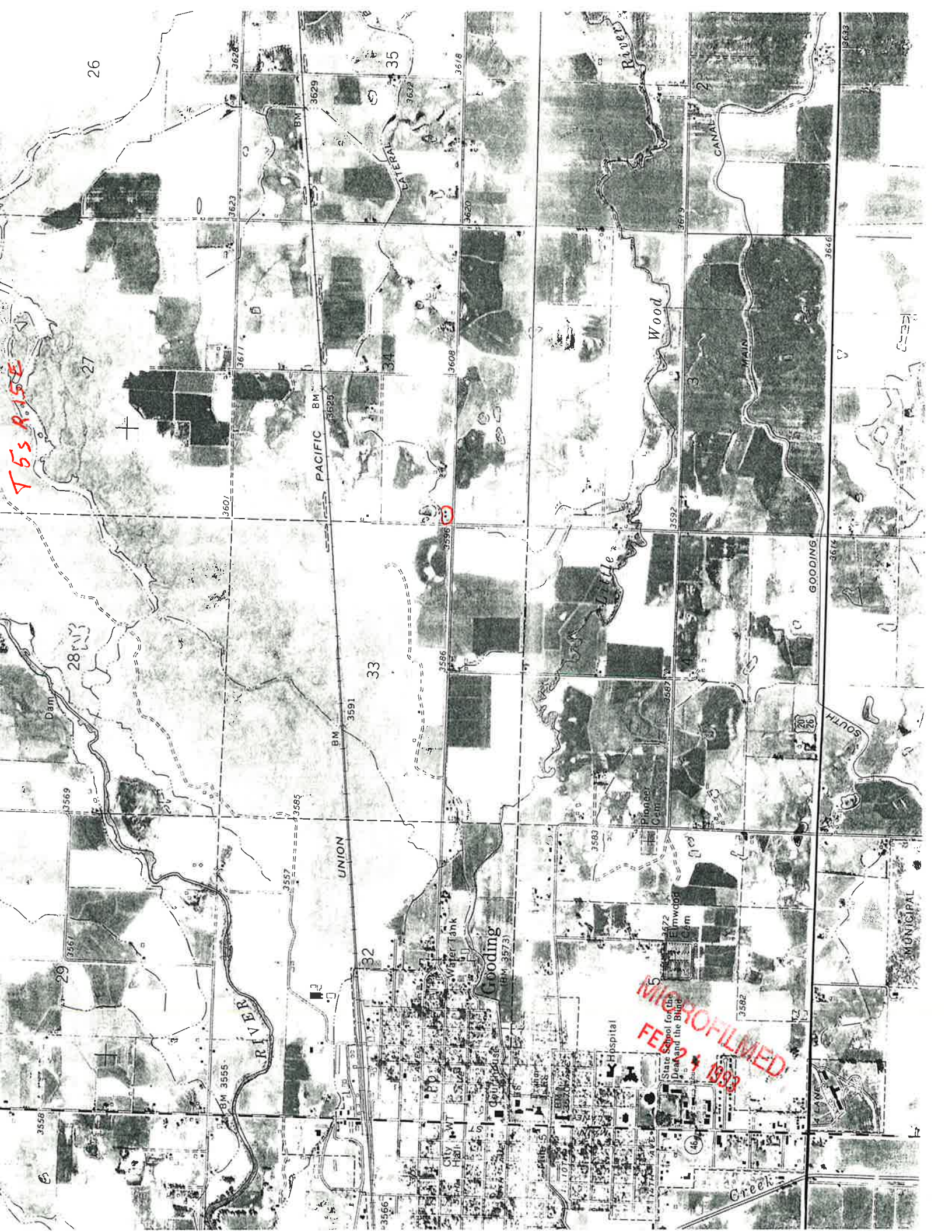
of June 19 88

John Dale Carbo
Notary Public

Seal

Residing at Boia Id.

My Commission Expires 6/2/94



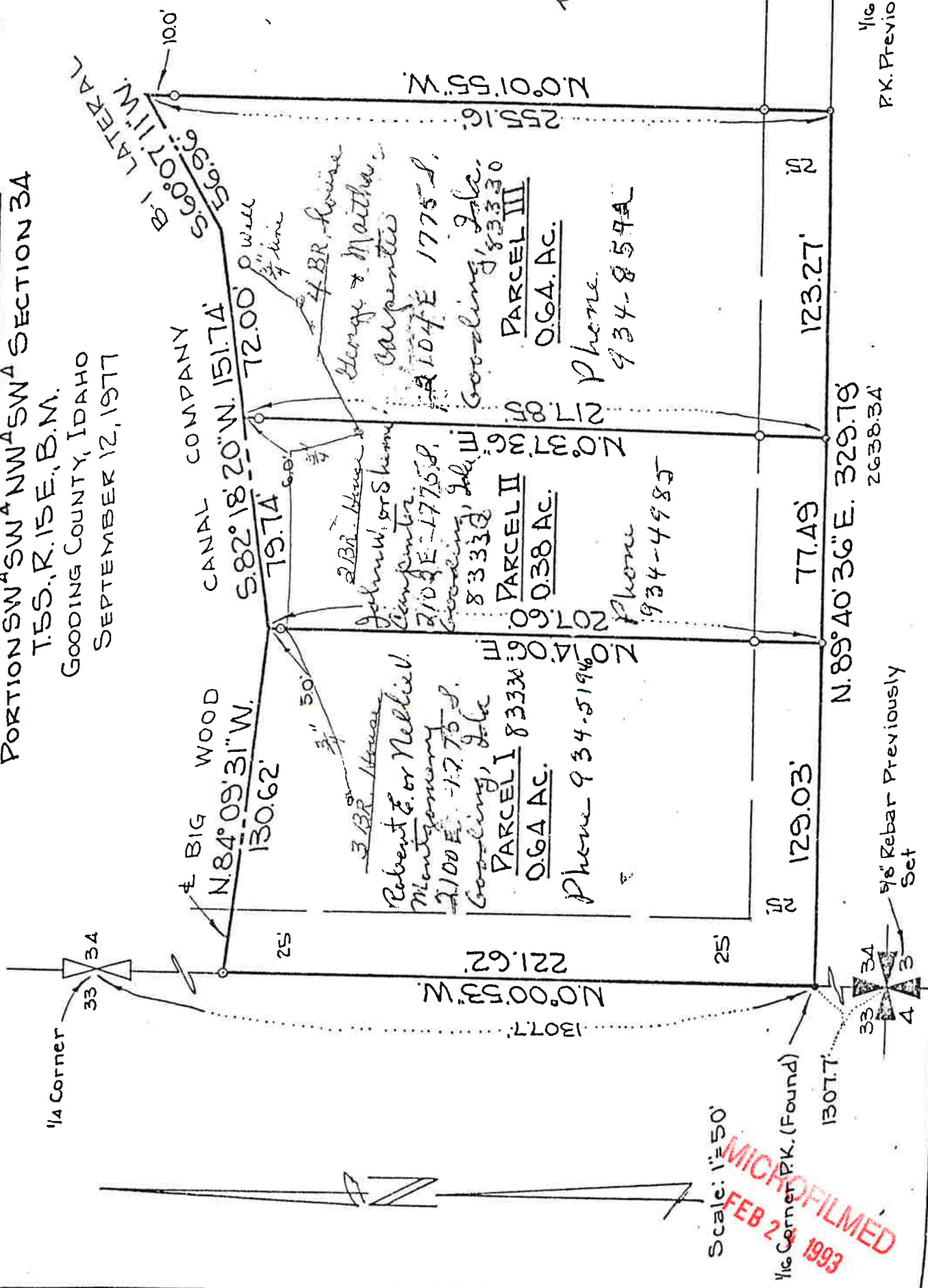
Sever
Claim
6/21

Deming

$\frac{1}{16}$ Corner
P.K. Previously Set

100, K. 10 E., D.M.
GOODING COUNTY, IDAHO
SEPTEMBER 12, 1977

GOODING COUNTY, IDAHO
SEPTEMBER 12, 1977



Scale: 1"=50'

Scale: 1/8" = 1' 0"

16 Corner P.K.

MICROFILMED
FEB 24 1993

Water Right Number -	Prefix Translation:	RESEARCH	Old (D) Number -
*** C - CURRENT OWNER *** HARRISON	EDWARD E	1 - 2104 E 1775 S 2 - 3 - City- GOODING Phone - 208-934-4838 1 - 2104 E 1775 S 2 - 3 - City- GOODING Phone - 208-934-4838	State- ID Zip- 83330 State- ID Zip- 83330
*** O - ORIGINAL OWNER *** MONTGOMERY	ROBERT E.	1 - 2100 E. 1775 S. 2 - 3 - City- GOODING Phone - 208-934-5194 1 - 2100 E. 1775 S. 2 - 3 - City- GOODING Phone - 208-934-5194 1 - 2102 E. 1775 S.	State- ID Zip- 83330 State- ID Zip- 83330
MONTGOMERY	NELLIE V.	1 - 2100 E. 1775 S. 2 - 3 - City- GOODING Phone - 208-934-5194 1 - 2102 E. 1775 S.	State- ID Zip- 83330
CARPENTER	JOHN W.	1 - 2102 E. 1775 S. 2 - 3 - City- GOODING Phone - 208-934-4985 1 - 2102 E. 1775 S.	State- ID Zip- 83330
CARPENTER	SHERRI	1 - 2102 E. 1775 S. 2 - 3 - City- GOODING Phone - 208-934-4985 1 - 2104 E.1775 S.	State- ID Zip- 83330
CARPENTER	GEORGE	1 - 2104 E.1775 S. 2 - 3 - City- GOODING Phone - 208-934-8572 1 - 2104 E.1775 S.	State- ID Zip- 83330
CARPENTER	MARTHA	1 - 2104 E.1775 S. 2 - 3 - City- GOODING Phone - 208-934-8572	State- ID Zip- 83330

Priority Date - - - +
04/01/1951

Region - - - +
17 SOUTHERN

Source - - - +
GROUNDWATER

Stage - - - +
S - STATUTORY CLAIM

Tributary - - - +

MICROFILMED
FEB 24 1993

Water right number - R37-04342 Prefix Translation: RESEARCH

Tw	Rng	Sec	Tract	Lot	Rflg	County	Point of Diversion
05S	15E	34	SW NW SW		(47)	GOODING	

Code	Description	Period From	Period To	Water Use	Diversion Rate	Diversion Volume
43 - DOMESTIC		01/01	12/31		0.160	

+ - Total Div. Rate - +		+ - Total Div. Volume - +		+ - Total Consumptive Use - +		+ - KW Usage - +	
0.160				0.0			

Tw	Rng	Sec	Tract	Lot	Acres	Code	Description	County
05S	15E	34	NW SW		43	DOMESTIC		(47) GOODING

Total Acres:

+ - Diversion Means - 4" WELL 165' DEEP WITH 1 HP PUMP

+ - Non-Irrigation Use - D/3 HOMES

+ - Other Rights for Same Use - NONE

+ - Remarks - No Remarks found.

+ - Old Water Right Numbers Found

+ - Conditions of Approval - No Conditions of Approval found.

+ - Decree Plaintiff - + - Decree Defendant - + - Decree Date - + 00/00/0000

+ - Date: 05/28/1992 User Id: ROBERTSO Subject: OWNERSHIP CHANGE
Change of ownership form received 5/13/92. Original owner George and Martha Carpenter, new owners Edward and Susan Harrison. Copy of deed submitted with form. Copy forwarded to S.O. 5/29/92. A37- 04342 also changed on this date. Contractor to continue review.

+ - Audit Fields - + 05/28/92 ROBERTSO

+ - Adjudication Rights Dates and Flags Area - + - Court Report Filing - 00/00/0000 Field Inspection Made - 00/00/0000 Civil Case Number - 39576
Objection Filed Date - 00/00/0000 Field Inspection Flag - Old Case Number

MICROFILMED
FEB 24 1993

Water right number - R37-04342

Prefix Translation: RESEARCH

+ - - - - Adjudication Rights Dates and Flags Area - - - - - +
Response Filed Date - 00/00/0000 Verified Date - 00/00/0000 Old Judicial District -
Claim Received Date - 06/22/1988 Last Amended Date - 00/00/0000 Temporary Right - P
Receipt Number - M000158 Water District -
POU Ownership Flag - Y Federal/State Indicator - S
Name Connector - AND Presumption Flag -
Notice of Error Flag -

MICROFILMED
FEB 24 1993

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT



Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Robert E. or Nellie V. Montgomery
(Name of Claimant)

Rt. 2 Box 21A Gooding, Idaho 83330 Telephone No. 934-5194
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) Aprox. 1951

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

ground water tributary to

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

(cfs, af)	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
		(Mo., Day)	(Mo., Day)
Quantity <u>0.16cfs</u>	Use <u>Domestic</u>	Period of Use From <u>1-1</u>	To <u>12-31</u>
Quantity	Use	Period of Use From	To
Quantity	Use	Period of Use From	To
Quantity	Use	Period of Use From	To
Quantity	Use	Period of Use From	To

(4) 0.16cfs TOTAL QUANTITY USED.
(cfs, af)

(5) A) Point of diversion: (Location of point where water is diverted from its source)
Portion A SW4SW4 NW4 1/4 SW 34 Twp. 5S Rge. 15E B.M., County of Gooding

Additional points of diversion: Well. 1 HP Pump.. 165 ft. deep. Water level 122/ft. Pump at 147 ft. All lines 3/4 inch.

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. Water line to third residence to the west Aug. 1973

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
5S	15E	34										X							

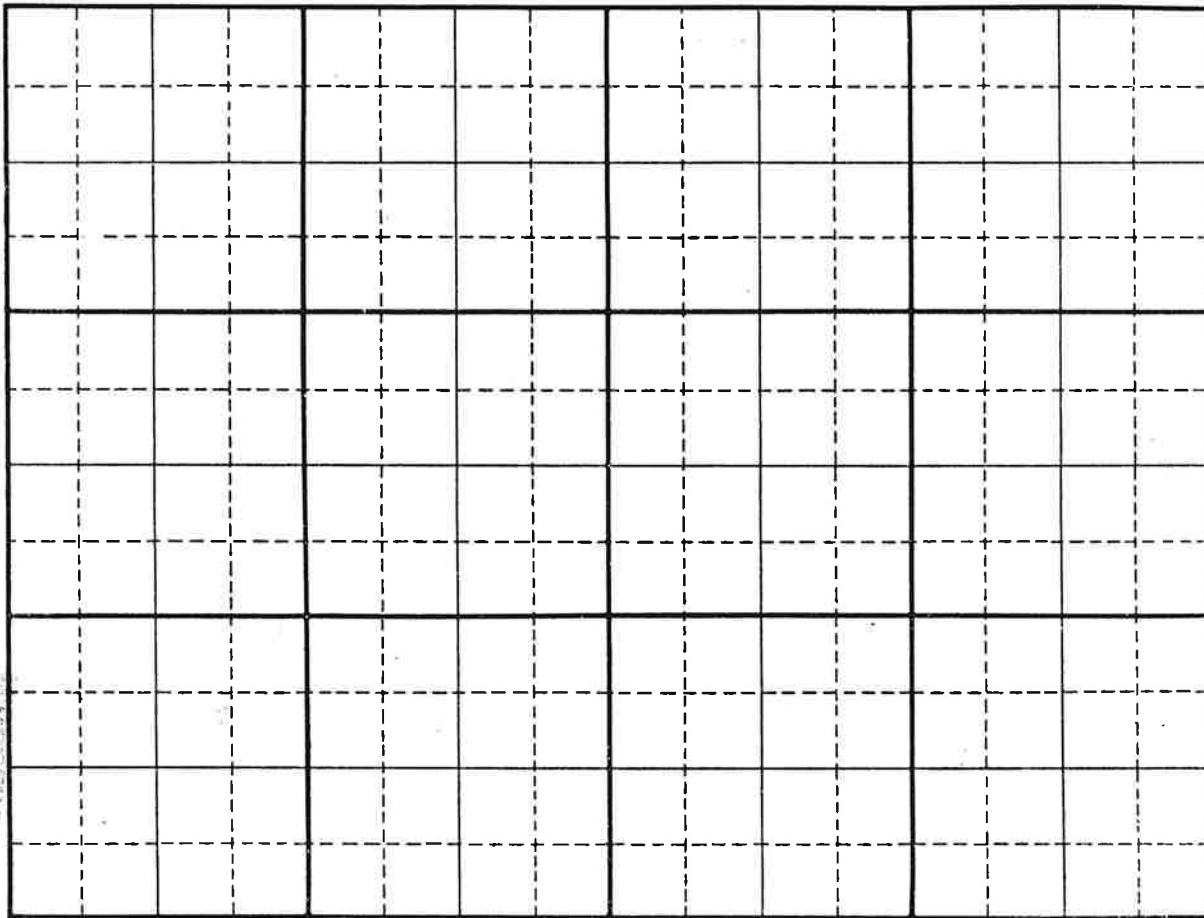
No. of acres

B) If water is used for other than irrigation, fully describe that use, being as specific as possible: Purely & entirely domestic.
See attached Survey (Dennis Carrol Zimmerman, Surveyor State of Idaho) as of 9/16/77

NOTE: Include here the type and number of stock watered: None

(7) If you are claiming water as a member of an organization, list name of organization:

(8) Remarks See Attached Property Survey: As of 9/12/77. Parcel 1 owned by Robert E. or Nellie V. Montgomery owns a 25% interest in well. Parcel 2 (buyers) John W. or Sherri R. Carpenter 25% interest in well. Parcel 3 (buyers) K.K. and Alice M. Glover 50% interest in well.



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of Harding) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 2nd day of June

Robert E. Montgomery
(Claimant)

[Signature]
Notary Public
Residing at Harding, Idaho

My commission expires Sept

FOR DEPARTMENT USE ONLY

Received by manya Date 6/6/83 Exception filed by: _____ Date _____
Prelim. check by AS Date 6/13/83 claimant by: _____
\$30.00 fee re manya Date 6/13/83 # 30235
Published in Harding County Leader
Dates 6/29 & 7/6/83

FOR

PORTION SW^ASW^ANW^ASW^A SECTION 34

T.55. R.15E. B.M.

GOODING COUNTY, IDAHO

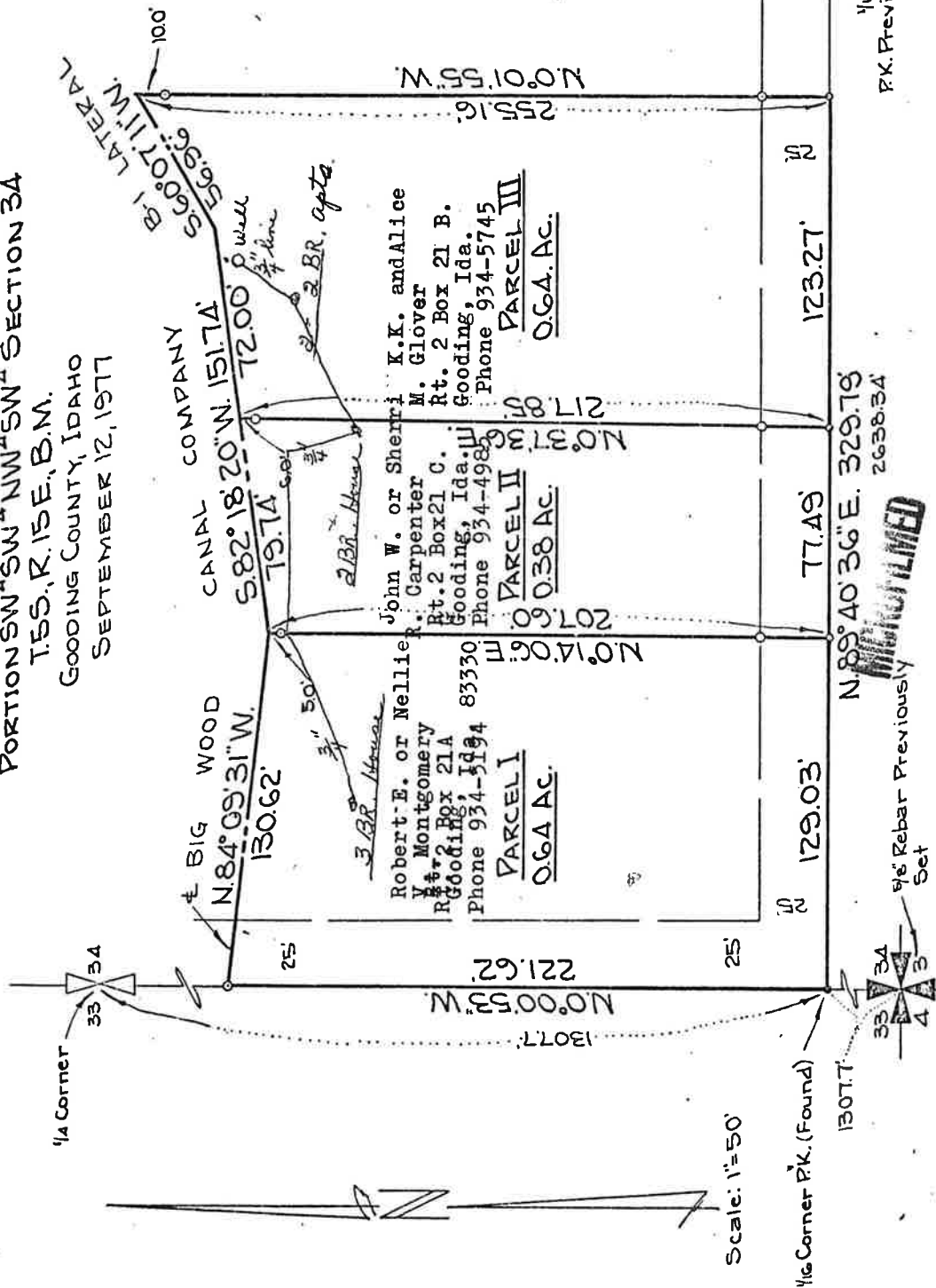
SEPTEMBER 12, 1977

LEGEND

- 1/2" Rebar (Set)
- P.K. Nail (Set)



CRITSER LAND SURVEYS
THEROME, IDAHO



**Registered
Land
Surveyor**

R. D. CRITSER

601 Teton Drive
JEROME, IDAHO 83338

Bus. 324-5273
Home 324-5273

PROPERTY DESCRIPTION

for

ROBERT E. MONTGOMERY

Parcel I

TOWNSHIP 5 SOUTH, RANGE 15 EAST, BOISE MERIDIAN
SECTION 34
PART NW $\frac{1}{4}$ SW $\frac{1}{4}$

GOODING COUNTY, IDAHO

Beginning at the southwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence easterly along the southerly boundary
of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ North 89° 40' 36" East 129.03
feet;

Thence North 0° 14' 06" East 207.60 feet to the
center of the Big Wood Canal Company B-1 Lateral;

Thence northwesterly along the center of said B-1
Lateral North 84° 09' 31" West 130.62 feet to the
westerly boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence southerly along said westerly boundary
South 0° 00' 53" East 221.62 feet to the point of
beginning.

The above described parcel contains 0.64 acres more or
less and is subject to the rights of public roads which affect
the westerly 25.00 feet and the southerly 25.00 feet.

6-2-83
Owner - Robert E. or Nellie V. Montgomery

Dennis Caswell Zimmerman
9-16-77

Registered
Land
Surveyor

R. D. CRITSER

601 Teton Drive
JEROME, IDAHO 83338

Bus. 324-5273
Home 324-5273

PROPERTY DESCRIPTION

for

ROBERT E. MONTGOMERY

Parcel II

TOWNSHIP 5 SOUTH, RANGE 15 EAST, BOISE MERIDIAN
SECTION 34
PART NW $\frac{1}{4}$ SW $\frac{1}{4}$

GOODING COUNTY, IDAHO

Commencing at the southwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence easterly along the southerly boundary
of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ North 89° 40' 36" East 129.03
feet to the TRUE POINT OF BEGINNING;

Thence continuing easterly along the southerly
boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ North 89° 40' 36" East
77.49 feet;

Thence North 0° 37' 36" East 217.85 feet to the
center of the Big Wood Canal Company B-1 Lateral;

Thence westerly along the center of said B-1
Lateral South 82° 18' 20" West 79.74 feet;

Thence South 0° 14' 06" West 207.60 feet to the
TRUE POINT OF BEGINNING.

The above described parcel contains 0.38 acres more or
less and is subject to the rights of a public road which
affects the southerly 25.00 feet.

6-2-83
Buyer Sherri R. Carpenter

Dennis Carroll Zimmerman
9-16-77

Registered
Land
Surveyor

R. D. CRITSER

601 Teton Drive
JEROME, IDAHO 83338

Bus. 324-5273
Home 324-5273

PROPERTY DESCRIPTION

for

ROBERT E. MONTGOMERY

Parcel III

TOWNSHIP 5 SOUTH, RANGE 15 EAST, BOISE MERIDIAN
SECTION 34
PART NW $\frac{1}{4}$ SW $\frac{1}{4}$

GOODING COUNTY, IDAHO

Commencing at the southwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence easterly along the southerly boundary of
said NW $\frac{1}{4}$ SW $\frac{1}{4}$ North 89° 40' 36" East 206.52 feet to
the TRUE POINT OF BEGINNING;

Thence continuing easterly along the southerly
boundary of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ North 89° 40' 36" East 123.27
feet;

Thence North 0° 01' 55" West 255.16 feet to the
center of the Big Wood Canal Company B-1 Lateral;

Thence westerly along the center of said B-1
Lateral South 60° 07' 11" West 56.96 feet;

Thence continuing westerly along the center of
said B-1 Lateral South 82° 18' 20" West 72.00 feet;

Thence South 0° 37' 36" West 217.85 feet to the
TRUE POINT OF BEGINNING.

The above described parcel contains 0.64 acres more or
less and is subject to the rights of a public road which affects
the southerly 25.00 feet.

6-2-83

Buyer.

Alice M. Glover

Kenneth K. Glover

Dennis Carroll Zimmerman
9-16-77

OLD (O) NUMBER -

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

STATE- ID ZIP- 83330

STATE- ID ZIP- 83330

STATE- ID ZIP- 83330

STATE- ID ZIP- 83330

STATE- ID ZIP- 83330

STATE- ID ZIP- 83330

+ - - - STATUS - - - - +

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

| CODE | DESCRIPTION | PERIOD FROM | PERIOD TO | WATER USE | DIVERSION RATE | DIVERSION VOLUME |
|---------------|-------------|-------------|-----------|-----------|----------------|------------------|
| 43 - DOMESTIC | | 01/01 | 12/31 | | 0.160 | |

MICROFILMED
OCT 24 1994

WATER RIGHT NUMBER - A37-04342 PREFIX TRANSLATION: ADJUDICATION CLAIM

+ - TOTAL DIV. RATE - + + - TOTAL DIV. VOLUME - + + - TOTAL DIV. CAPACITY - + + - TOTAL CONSUMPTIVE USE - + + - KW USAGE - +
0.160 0.0

+ - - - - - PLACE OF USE - - - - -
TWN RNG SEC TRACT LOT ACRES CODE DESCRIPTION COUNTY
05S 15E 34 NW SW 43 DOMESTIC (47) GOODING

+ - - DIVERSION MEANS - 4" WELL 165' DEEP WITH 1 HP PUMP
+ - - NON-IRRIGATION USE - D/3 HOMES
+ - - OTHER RIGHTS FOR SAME USE - NONE

Each Owner filed Separately

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

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

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

+ - - - - DECREE PLAINTIFF - - - + + - - - - DECREE DEFENDANT - - - + + - DECREE DATE - +
00/00/0000

+ - - AUDIT FIELDS - 06/22/88 CARLSON 10/03/89 REFUNDML

+ - - - - - COMMENTS - - - - -
NO COMMENTS FOUND

+ - - - - - ADJUDICATION RIGHTS DATES AND FLAGS AREA - - - - -

| | | | | | |
|-----------------------|--------------|-----------------------|--------------|-------------------------|---------|
| COURT REPORT FILING | - 00/00/0000 | FIELD INSPECTION MADE | - 00/00/0000 | CIVIL CASE NUMBER | - 39576 |
| OBJECTION FILED DATE | - 00/00/0000 | FIELD INSPECTION FLAG | - | OLD CASE NUMBER | - |
| RESPONSE FILED DATE | - 00/00/0000 | VERIFIED DATE | - 04/11/1986 | OLD JUDICIAL DISTRICT | - |
| CLAIM RECEIVED DATE | - 06/22/1988 | LAST AMENDED DATE | - 00/00/0000 | TEMPORARY RIGHT | - P |
| PROOF DUE DATE | - 00/00/0000 | PROOF MADE DATE | - 00/00/0000 | WATER DISTRICT | - |
| LICENSED DATE | - 00/00/0000 | RECEIPT NUMBER | - M000158 | FEDERAL/STATE INDICATOR | - S |
| CLAIMS TAPE ERROR FLG | - | PDU OWNERSHIP FLAG | - Y | PRESUMPTION FLAG | - |
| FEE EXEMPT FLAG | - | NAME CONNECTOR | - AND/OR | NOTICE OF ERROR FLAG | - |

14
AS 05S15E34S774
5785
5795

DATA ENTRY
ENTERED 11-193RS
CHECKED 2/6/94 D40

"Verified By"
Topo Map/Ortho-PQ
ASCS Map
Watermaster Records
NAPP Photos
Field Exam
Other (See Remarks)
County Records
Witness Statement
Project Records
IDWR Records

VERIFIED
FEB 3 1992

CERTIFIED
MAR 22 1992
WATER EXAMINER