

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: A36-02371B
Date Received: 8/02/1989
Receipt No: S008736
Received By: lu

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: STANLEY J. MILLER 208-531-5577
Address: RT. 3 BOX 236
RUPERT, ID 83350

AND/OR

Name: HELEN C. MILLER 208-531-5577
Address: RT. 3 BOX 236
RUPERT, ID 83350

2. Date of Priority: DEC 31, 1958

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
08S	25E	6	NE	NE	SE		MINIDOKA

5. Description of diverting works:
WELL WITH 50 H.P. TURBINE PUMP DELIVERING VIA DITCHES

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.080		

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

8. Total consumptive use is 12.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
08S	25E	6	SE SW		IRR	4.2
Section Acres						4.2
Total Acres						4.2

11. Place of use in counties: MINIDOKA

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

13. Other Water Rights Used:

NONE (THESE ACRES ARE NOT COVERED BY A & B IRRIG. DIST)

14. Remarks:

THIS WELL PUMPS WATER TO DITCHES WHERE IT COMINGLES WITH WATER FROM THE A & B IRRIG. DIST. THIS FILING REPRESENTS THE ACRES NOT COVERED UNDER THE A & B IRRIG. DIST. FILING. AMENDED 2/13/1990 STANLEY AND HELEN SOLD 103 ACRES OF ORIGINAL CLAIM TO D. BOYD CHUGG, WHICH IS REPRESENTED BY CLAIM A36-02371A. THEY KEPT 4.2 ACRES OF THE ORIGINAL CLAIM IN THE SESW QTR, WHICH IS REPRESENTED BY THIS CLAIM. SEE ATTACHED.

15. Basis of Claim: LICENSE

Water Right Number: 27714

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): Stanley J. Miller Date: 2-13-90

Date: _____

State of Idaho)
County of TF) ss.

Subscribed and sworn (or affirmed) before me this 13th day

of Feb 19 90

Don White
Notary Public

Seal

Residing at TF

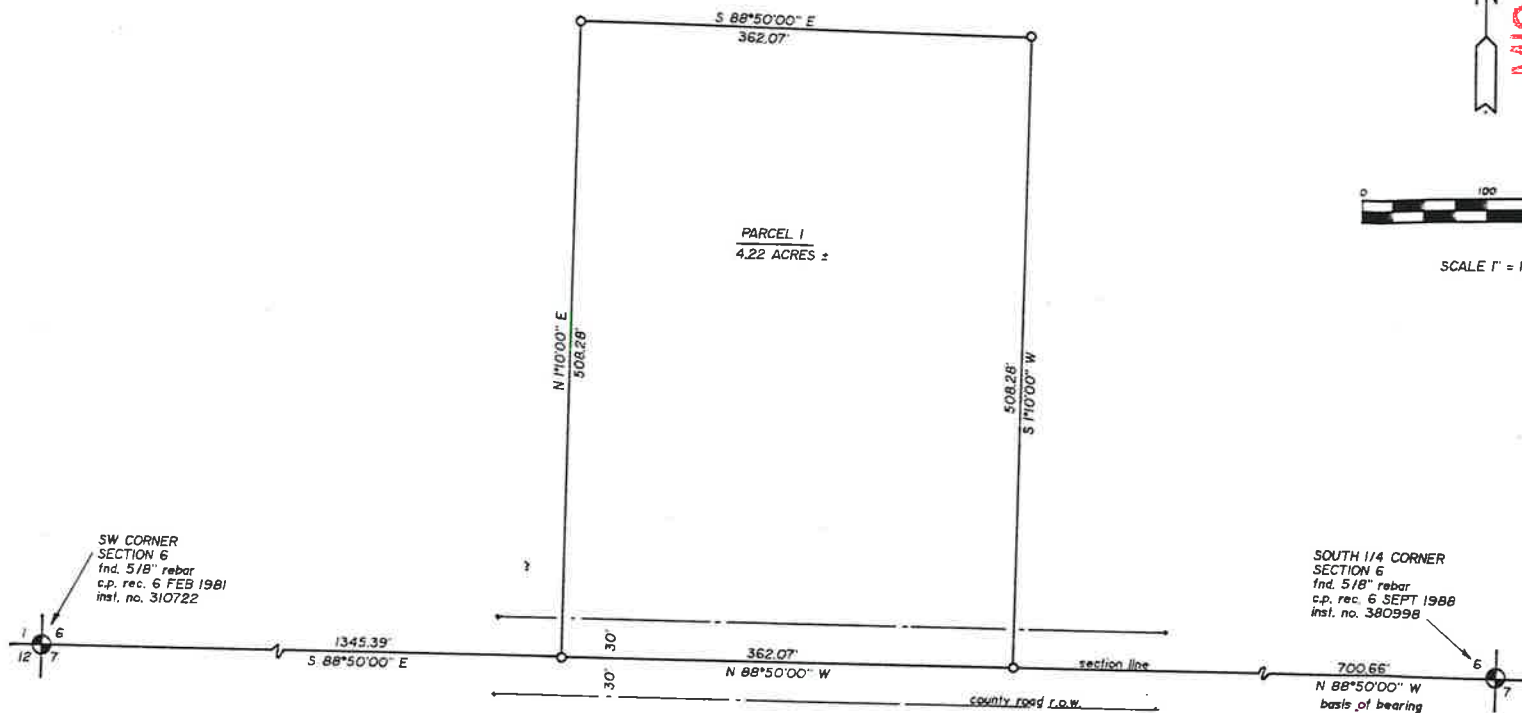
My Commission Expires 5/94

MICROFILMED

JAN 28 1993



SCALE 1" = 100'



NOTE

T.8 S., R.25 E., B.M.

MINIDOKA COUNTY, IDAHO

CHANGE IN OWNERSHIP OF NOTICE OF CLAIM

- [] Water Right Number(s): A36-02371
- [] Name and Address of Former Claimant: Stanley J. +/or Helen C. Miller
Rt 3 Box 236
RUPERT ID 83350
- [] New Claimant(s): D. BOYD CHUGG
- [] New Mailing Address: Rt 3 Box 235
RUPERT ID 83350

New Telephone Number: () -

- [] Does the change in ownership result in a splitting of the water right claimed? / yes no

If yes, then describe the portion of the water right that is now claimed by the new owner:

A36-02371 A - NEW CLAIMANT - 1.81 CFS

A36-02371 B - ORIGINAL CLAIMANT - .08 CFS

original claimant kept 4.2 acres in SE SW QTR. Original claim split into A + B portion

- ☒ Attach proof of ownership
Describe proof attached:

- ☒ Signature of New Claimant(s): (see attached) u

Date:

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 3/27/90 By: u

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: By:

Claim Numbers of Split, if any:

MICROFILMED

JAN 28 1993

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT entered the 25th day of August, 1989, between STANLEY J. MILLER and HELEN C. MILLER, husband and wife, of Route 3 Box 236, Rupert, Minidoka County, Idaho, hereinafter known as Seller, and BOYD CHUGG, a married man dealing in his sole and separate property, of Rt. 3 - Box 235, Rupert, Minidoka County, Idaho, hereinafter known as Buyer,

W I T N E S S E T H:

The parties mutually agree as follows:

1. The Seller agrees to sell and the Buyer agrees to buy, on the terms and conditions stated in this Agreement, the farm property of the Seller which consists of Farm Unit B, Tract B in Section 6, Township 8 South, Range 25 East, Boise Meridian, Minidoka County, Idaho, save and except a parcel of property consisting of approximately 4 acres on which are situated the house and outbuildings of the Seller which the Seller will retain. A copy of an ASCS map is attached to this Agreement and incorporated by reference as Exhibit A. The parcel to be retained by the Seller is outlined in red on said map and is located on the Southerly section line of said Section 6 on 900 North Road in the SW $\frac{1}{4}$ of said Section and shall include a water right for irrigation purposes the private well Buyer is acquiring from Seller. The exact legal description of the parcel to be retained by the Seller will be determined by survey prior to closing.

The Buyer acknowledges that the Buyer shall not have access to the property being purchased by the Buyer through the homestead being retained by the Seller. The Buyer shall develop other access roads from the county road to the property being purchased by the Buyer. The Seller and Seller's successors and assigns shall have the right to use pressurized water from Buyer's irrigation system to irrigate the parcel Seller is retaining when Buyer's system is in operation at the current cost per acre of pumping water from the private well Buyer is acquiring, but Seller shall not have the right to receive water at other times.

2. The purchase price shall be the sum of TWO HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$295,000.00) which shall be paid as follows:

\$10,000.00 shall be paid upon execution of this Agreement, \$10,000.00 shall be paid on or before September 30, 1989, and an additional \$15,000.00 shall be paid not later than January 10, 1990, but not before January 1, 1990. Said sums shall constitute the down payment. If the entire down payment is not made by January 10, 1990, Buyer shall have no interest in the property, and Seller shall be entitled to retain the portion of the down payment already paid as liquidated damages. If the full down payment has been paid by January 10, 1990, the Buyer shall execute a Promissory Note and a Real Estate Mortgage covering the premises which are the subject of this Agreement of Sale to secure payment of the unpaid balance of \$260,000.00 with interest at 9 $\frac{1}{2}$ % per annum payable in 20 consecutive amortized payments of \$29,505.00 each beginning on January 10, 1991 and continuing on the 10th day of January of each succeeding calendar year until the principal and all accrued interest are paid in full. All payments shall be applied first to accrued interest with the balance

being applied to principal. The Buyer shall not be allowed to make any prepayment on the obligation before December 31, 1994. Between January 1, 1994 and December 31, 1999 the Buyer shall be allowed to make a principal prepayment equal to 15% of the annual payment each year. After January 1, 2000, there shall be no limitation on prepayment. Seller shall be entitled to commence foreclosure proceedings if any payment is delinquent by more than thirty (30) days or if Buyer is in default on any other obligation and has failed to cure the default within thirty (30) days after written notice demanding that the default be cured.

If Buyer fails to pay the second installment of \$10,000.00 on the down payment by September 30, 1989, or fails to pay the balance of the down payment by January 10, 1990, Seller shall be entitled to retain the portion of the down payment which has been received, and Buyer's right to purchase the property shall be terminated.

3. The Seller will convey the property by a good and sufficient Warranty Deed subject to no encumbrances at the time of closing, and Seller shall provide Buyer a policy of title insurance for the face amount of the purchase price. The Seller will bear the cost of surveying the parcel of property to be retained by the Seller. The parties shall share equally the costs of preparation of the documents at the time of closing and the costs of closing. Closing shall take place at Rupert Abstract Company, Inc. at Rupert, Idaho not later than January 10, 1990, but not before January 1, 1990. The Promissory Note executed by the Buyer and a Satisfaction of Mortgage shall be placed in escrow at Rupert Abstract Company, Inc. to be delivered to the Buyer when the final payment has been made. The parties shall share equally the initial escrow fee and annual escrow fees. Seller shall pay all property taxes and O & M excess water and construction charges for 1989 and prior years and Buyer shall assume and pay said obligations for 1990 and subsequent years.

The Seller shall have a first priority security interest in the pump, motor and panel which are used to produce water from the well and in the pressure pumps, motors and panels and all irrigation mainline which are acquired by Buyer to operate the sprinkler irrigation system Buyer will install. Buyer will execute a Security Agreement and UCC-1 Financing Statement at the time of closing to allow Seller to perfect Seller's security interest in said pump, motor and panel and all irrigation mainline.

4. The Seller agrees that the Seller will file for the water rights in the Snake River Adjudication, and the parties will cooperate with one another in providing any proof relating to the use of water from the irrigation well.

5. At the time of closing the Seller will convey to the Buyer the water license for the irrigation well which is located on the property to be purchased by the Buyer excepting the irrigation water right for the 4 acres Seller shall retain. The water right which has been acquired by the Seller under the water license #27714/36-2371 and under A & B Irrigation District, shall remain with the property being purchased by the Buyer as security for the Buyer's obligation to the Seller. The Buyer shall continue to use the water available under the water right during the term of this contract so that no portion of the right shall be lost by abandonment. The Buyer shall not change the location of beneficial use of the water until Seller has been fully paid.

6. The parties acknowledge and agree that the Buyer shall be entitled to enter upon the premises which are subject to this Agreement at the time the Seller has harvested the 1989 farm crops to begin the removal of ditches and installation of underground mainline for the irrigation system Buyer proposes to install on the property. The Buyer shall not cause or allow any lien to attach to the property, and the Buyer shall not be deemed to have any interest in the property until the Buyer has paid the balance of the down payment. Any irrigation mainline, pumps, motors and panels which are installed by the Buyer on the premises shall be the property of the Seller if the Buyer fails to complete the purchase of the property. If the Buyer does fall work in anticipation of closing of the sale but fails to pay the down payment and executed the necessary documents at closing, Buyer will forfeit all interest in said work.

7. The parties mutually agree that the following restrictions on the Buyer's use of the property shall remain in full force and effect for ten years following the closing of the transaction:

a. The Buyer shall not construct any livestock facilities, feedlots or labor housing on the premises being purchased by the Buyer within 300 yards of the parcel being retained by the Seller.

b. The Buyer shall farm the property in a good and husbandlike manner. Buyer will till the soil, control the weeds and manage the water in a manner which will preserve the productivity of the soil. Buyer will maintain a plan of crop rotation which will prevent depletion of the soil.

c. The Buyer shall retain the shelter belt of willows and Russian olives along the west boundary of the property.

d. Buyer will not sell, transfer or assign any of Buyer's right, title or interest in the property without written consent of Seller. Seller shall be notified thirty (30) days in advance of any proposed transfer. Seller shall not unreasonably withhold consent if the Buyer's transferee is making a substantial investment in the property and has sufficient experience and capital to perform the Buyer's obligations.

8. The terms of this Agreement shall remain in force and effect after the closing until Buyer's obligations to Seller have been fully performed.

9. If either party is required to bring legal action to enforce the terms and conditions of this Agreement, said party shall be entitled to recover reasonable attorney fees in addition to any other relief obtained from the court.

10. This document is hereby presented to Buyer as an offer prior to execution by the parties. If the Buyer has not accepted the offer and paid the initial down payment to Seller by September 5, 1989, the offer shall be void.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

SELLER

Stanley J. Miller
Stanley J. Miller

Helen C. Miller
Helen C. Miller

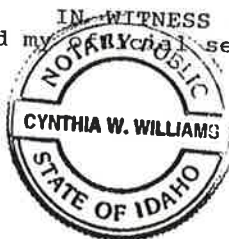
BUYER

Boyd Chugg
Boyd Chugg

STATE OF IDAHO)
County of Minidoka) ss.

On this 28th day of August, 1989, before me the undersigned Notary Public in and for said state, personally appeared STANLEY J. MILLER and HELEN C. MILLER, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and who acknowledged to me that they executed the same.

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

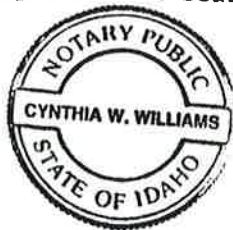


Cynthia W. Williams
Notary Public
Residing at Boise
My Commission Expires Jan. 1994

STATE OF IDAHO)
County of Minidoka) ss.

On this 28th day of August, 1989, before me the undersigned Notary Public in and for said state, personally appeared BOYD CHUGG, known to me to be the person whose name is subscribed to the within instrument and who 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 first above written.
(Seal)



Cynthia W. Williams
Notary Public
Residing at Boise
My Commission Expires Jan. 1994

08/02/89
13:30:21

MILLER, STANLEY OR HELEN

ADJUDICATION FEE

0410162 9337 6490

\$182.00

\$182.00

CHECK 592

SPLIT : A + B

WR/NO: A36-11581 A36-02371

Idaho Department of Water Resources

Region: SOUTHERN

Signature: _____

MICROFILMED
JAN 28 1993

08/02/89
13:30:21

MILLER, STANLEY OR HELEN

ADJUDICATION FEE

0410162 9337 6490

\$182.00

\$182.00

CHECK 592

WR/NO: A36-11581

A36-02371A A36-02371B

Idaho Department of Water Resources

Region: SOUTHERN

Signature: _____

Split under 3/22/90
AD

MICROFILMED

JAN 28 1993

Helene C. Miller

36-11581 -

Stanley J. Miller

36-02371B

Our mailing address has been changed
to: 428 E. 900 N.

Respect

Water Right Number - R36-02371B

Prefix Translation: RESEARCH

Old (D) Number - 27714

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

*** C - CURRENT OWNER ***

MILLER	HELEN C	1 - RT 3 BOX 236 2 - 3 - City- RUPERT Phone - 208-531-5577	State- ID Zip- 83350
MILLER	STANLEY J	1 - RT 3 BOX 236 2 - 3 - City- RUPERT Phone - 208-531-5577	State- ID Zip- 83350

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
12/31/1958 17 SOUTHERN L - LICENSE

+ - - - - Source - - - - - + + - - - - - Tributary - - - - - +
GROUNDWATER

Tw	Rng	Sec	Tract	Lot	RFlg	County	Point of Diversion	Diversion Name
08S	25E	6	NE NE SE			(67)	MINIDOKA	

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
01 - IRRIGATION		04/01	10/31	0.080	10.00

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - + + - Total Consumptive Use - + + - KW Usage - +
0.080 10.00 0.0

Tw	Rng	Sec	Tract	Lot	Acres	Code	Description	County
08S	25E	6	SE SW		2.5	01	IRRIGATION	(67) MINIDOKA

Total Acres: 2.5

+ - - Diversion Means - WELL WITH 50 H.P. TURBINE PUMP DELIVERING VIA DITCHES

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - NONE

+ - - - - Remarks - - - - - +

QNT USE OF THIS RIGHT WITH RIGHT NO. 36-02371A IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 1.89 CFS.

EXP PROPERTY IS ALSO KNOWN AS TRACT B, S06, T08S, R25E.
RIGHT NO. 36-02371A IS ALSO DIVERTED THROUGH POINT OF

OK
12-2-97
KIC

La Poul

Water right number - R36-02371B

Prefix Translation: RESEARCH

+ - - - - - Remarks - - - - - +
DIVERSION DESCRIBED ABOVE.

+ - - - - - Old Water Right Numbers - - - - - +
3602371

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

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

+ - - Audit Fields - 07/07/97 JROBERTS

+ - - - - - Comments - - - - - +

Date: 09/06/1991 User Id: CLELLAND Subject: COPIED FROM REMARKS
THIS WELL PUMPS WATER TO DITCHES WHERE IT COMINGLES WITH WATER FROM THE A & B IRRIG. DIST. THIS FILING REPRESENTS THE ACRES
NOT COVERED UNDER THE A & B IRRIG. DIST. FILING. AMENDED 2/13/1990 STANLEY AND HELEN SOLD 103 ACRES OF ORIGINAL
CLAIM TO D. BOYD CHUGG, WHICH IS REPRESENTED BY CLAIM A36-02371A. THEY KEPT 4.2 ACRES OF THE ORIGINAL CLAIM IN THE SESW QTR, WHICH
IS REPRESENTED BY THIS CLAIM. SEE ATTACHED.

+ - - - - - 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	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 08/02/1989	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	- S008736	Federal/State Indicator	- S
		POU Ownership Flag	- Y	Presumption Flag	-
		Name Connector	- AND/OR	Notice of Error Flag	-

NO. OF CLAIMS IN POLYGON 1

CLAIM NUMBERS 36-02371B

OBJECTION FILED no

DATE 7/3/97

AGENT [Signature]

TOTAL ACRES

FROM RECOMMENDATION 2.5

GEOGRAPHIC INFO SYSTEM 3

RIGHT NO				NE				NW				SW				SE			
	TNS	RNG	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
RECOM	285	25E	06												2.5				2.5
GIS															2.76				2.76
RECOM																			
GIS																			
RECOM																			
GIS																			
RECOM																			
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RECOM																			
GIS																			
RECOM																			
GIS																			
RECOM																			
GIS																			

UPDATED

B36-DBPOU.DBF 166 ✓

B36-DBPOD.DBF 180 ✓

POLYGON #

UPDATED

ATTRIBUTES OF B36-POU.SHP 466 ✓

ATTRIBUTES OF B36-POD.SHP (180) NENESE-6

reformatted

AJ0749NP
No. R36-02371B

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 07/07/97
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	HELEN C MILLER	12/31/1958	IRRIGATION	04-01 10-31	0.08 CFS	10.00 AFA
C	STANLEY J MILLER					
	RT 3 BOX 236					
	RUPERT ID 83350					
	(208) 531-5577					
				TOTAL DIVERSION:	0.08 CFS	10.00 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T08S R25E S06 NENESE

MINIDOKA County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
08S	25E	6	:																	:	2.5
																				TOTAL ACRES	2.5

POU County: MINIDOKA

Other Rights: NONE

Remarks: QNT USE OF THIS RIGHT WITH RIGHT NO. 36-02371A IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 1.89 CFS.

EXP PROPERTY IS ALSO KNOWN AS TRACT B, S06, T08S, R25E.
RIGHT NO. 36-02371A IS ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

R PROOF



CVR



MAPS



PHOTOS



MISC



MICROFILMED

JAN 28 1993

VERIFIED BY

SC

Water Right Number - R36-02371B

Prefix Translation:

RESEARCH

Old (D) Number - 27714

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

*** C - CURRENT OWNER ***
MILLER

STANLEY J

1 - RT 3 BOX 236

2 -

3 -

City- RUPERT

State- ID Zip- 83350

Phone - 208-531-5577

MILLER

HELEN C

1 - RT 3 BOX 236

2 -

3 -

City- RUPERT

State- ID Zip- 83350

Phone - 208-531-5577

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - - +
12/31/1958 17 SOUTHERN L - LICENSE+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
GROUNDWATER+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

08S 25E 6 NE NE SE (67) MINIDOKA

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 03/15 11/15 0.080 10.00+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
0.080 10.00 7.5+ - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County
08S 25E 6 SE SW 2.5 01 IRRIGATION (67) MINIDOKA

Total Acres: 2.5

+ - - Diversion Means - WELL WITH 50 H.P. TURBINE PUMP DELIVERING VIA DITCHES

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - NONE

+ - - - - Remarks - - - - - +
RIGHT NO. 36-02371A IS ALSO DIVERTED THROUGH POINT OF DIVERSION
DESCRIBED ABOVE, AND THE TOTAL COMBINED RATE OF DIVERSION OF
THESE RIGHTS IS LIMITED TO 1.89 CFS.
PROPERTY IS ALSO KNOWN AS TRACT B.

MICROFILMED

JAN 28 1993

Water right number - R36-02371B

Prefix Translation: RESEARCH

+ - - - - Old Water Right Numbers - - - - - +

+ - - - - Old Water Right Numbers - - - - - +

3602371

+ - - - - Conditions of Approval - - - - - +

No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - +

+ - - - - Decree Defendant - - - +

+ - Decree Date - +

00/00/0000

+ - - - - Comments - - - - - +

Date: 09/06/1991 User Id: CLELLAND Subject: COPIED FROM REMARKS

THIS WELL PUMPS WATER TO DITCHES WHERE IT COMINGLES WITH WATER

NOT COVERED UNDER THE A & B IRRIG. DIST. FILING.

CLAIM TO D. BOYD CHUGG, WHICH IS REPRESENTED BY CLAIM A36-02371A. THEY KEPT 4.2 ACRES OF THE ORIGINAL CLAIM IN THE SESW QTR, WHICH

IS REPRESENTED BY THIS CLAIM. SEE ATTACHED.

FROM THE A & B IRRIG. DIST. THIS FILING REPRESENTS THE ACRES

AMENDED 2/13/1990 STANLEY AND HELEN SOLD 103 ACRES OF ORIGINAL

CLAIM TO D. BOYD CHUGG, WHICH IS REPRESENTED BY CLAIM A36-02371A. THEY KEPT 4.2 ACRES OF THE ORIGINAL CLAIM IN THE SESW QTR, WHICH

IS REPRESENTED BY THIS CLAIM. SEE ATTACHED.

+ - - Audit Fields - - +

09/06/91 CLELLAND

VERIFIED BY sc

+ - - - - Adjudication Rights Dates and Flags Area - - - - - +

Court Report Filing - 00/00/0000

Objection Filed Date - 00/00/0000

Response Filed Date - 00/00/0000

Claim Received Date - 08/02/1989

Field Inspection Made - 00/00/0000

Field Inspection Flag -

Verified Date - 09/06/1991

Last Amended Date - 00/00/0000

Receipt Number - S008736

POU Ownership Flag - Y

Name Connector - AND/OR

Civil Case Number - 39576

Old Case Number -

Old Judicial District -

Temporary Right - P

Water District -

Federal/State Indicator - S

Presumption Flag -

Notice of Error Flag -

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JAN 28 1993

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

12:08:34
08/17/90

PAGE: 12
QUICKLOOK INFORMATION

CLAIM NUMBER: A36-02371B

WR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE	N			N		SW 9-6-91	DB	
POINT OF DIV	Y			N				
SOURCE	N			N				
PLACE OF USE	Y N			N (Y)	1,6			
DIV. AMOUNT CFS/VOLUME	Y N			Y				
CONSUMPTIVE USE	- N			N (Y)	6			
PURPOSES	N			N				
PERIOD OF USE	N			N				
BASIS OF CLAIM	Y N			N				
REMARKS	Y			N (Y)	(8)	Y		

"VERIFIED BY" CODES

TOPO MAP/ORTHO-PQ = 1
ASCS MAP = 2
WATERMASTER RECORDS = 3
NAPP PHOTOS = 4
FIELD EXAM = 5
OTHER (SEE REMARKS) = 6

THESE CODES ARE USED TO INDICATE HOW THE FIELD EXAMINER VERIFIED THE INFORMATION
USED FOR THIS FIELD EXAMINATION. INDICATED ARE ALL CODES WHICH APPLY.

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JAN 28 1993

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

12:08:34
08/17/90

PAGE: 1
GENERAL INFORMATION

CLAIM NUMBER: A36-02371B

LAST: MILLER
ADDRESS: RT. 3 BOX 236
CITY: RUPERT
PHONE NUMBER: 208-531-5577

FIRST: STANLEY J.

STATE: ID ZIP: 83350

OWNER CODE: C

LAST: MILLER
ADDRESS: RT. 3 BOX 236
CITY: RUPERT
PHONE NUMBER: 208-531-5577

FIRST: HELEN C.

STATE: ID ZIP: 83350

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

DATABASE
Y

FIELD
EXAMINER
N

CLAIM REMARKS:

THIS WELL PUMPS WATER TO DITCHES WHERE IT COMINGLES WITH WATER FROM THE A & B IRRIG. DIST. THIS FILING REPRESENTS THE ACRES NOT COVERED UNDER THE A & B IRRIG. DIST. FILING. AMENDED 2/13/1990 STANLEY AND HELEN SOLD 103 ACRES OF ORIGINAL CLAIM TO D. BOYD CHUGG, WHICH IS REPRESENTED BY CLAIM A36-02371A. THEY KEPT 4.2 ACRES OF THE ORIGINAL CLAIM IN THE SESW QTR, WHICH IS REPRESENTED BY THIS CLAIM. SEE ATTACHED.

* Claim indicates there is no
A & B irrigation water on
this property

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CONTACT PERSON: _____

PHONE NUMBER: (____) ____-____

DATE OF FIELD EXAM: ____/____/____

APPOINTMENT MADE: Y(____) N(____)

TIME: ____:____ A(____) P(____)

ACCOMPANIED BY: _____

PHONE NUMBER: (____) ____-____

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / REMARKS:

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A. AJ CLAIM: # A36-02371B PRIORITY DATE: 12-31-1958 STAGE: L
B. WR RECORD: # 36-02371 PRIORITY DATE: 12-31-1958 STAGE: L

C. FIELD EXAM REQUIRED?

DUE TO PRIORITY DATE DISCREPANCY? (Y/N)

DATABASE
N

FIELD
EXAMINER

ARE THERE OBVIOUS REASONS TO QUESTION THE PRIORITY DATE CLAIMED? Y() N(N)
IF YES EXPLAIN.

REMARKS:

=====

RECOMMENDED PRIORITY DATE:
12-31-1958

REVIEWED BY R.V. 2K

DATE 11/29/90

=====

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A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A36-02371B	08S	25E	6	NE	NE	SE		MINIDOKA

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX R PREFIX
A36-02371 NONE
A36-02371A
A36-02080

WR RECORDS IN SAME 40 ACRE TRACT
NONE

SOURCE: GROUNDWATER

TRIB:

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
36-02371	08S	25E	6		NE	SE		MINIDOKA

OTHER WR RECORDS WITH SAME WR POD
NONE

AJ CLAIMS IN SAME 40 ACRE TRACT
A PREFIX R PREFIX
A36-04265 NONE
A01-04049

SOURCE: GROUNDWATER

TRIB:

C. FIELD EXAM REQUIRED?

DUE TO POD DISCREPANCY? (Y/N)
DUE TO SOURCE DISCREPANCY? (Y/N)

DATABASE
Y
N

FIELD
EXAMINER
Y
N

REMARKS:

Is irrig water supplied from same well as original water right?

Yes

limited to 1.89 cfs

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RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:

TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	COUNTY
------	------	------	-----	-----	-----	-----	--------

---	---	---	---	---	---	---	---
-----	-----	-----	-----	-----	-----	-----	-----

Same

SOURCE: GROUNDWATER

TRIB:

REVIEWED BY:

R. V. W.

DATE:

12/27/90

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JAN 28 1993

A. ROOT WATER RIGHT NUMBERS: A36-02371A
A36-02371B

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
08S	25E	6	SE	SW		MILLER, STANLEY J.	A36-02371B / 4.2	-	/10.0		
						CHUGG, D. BOYD	A36-02371A / 22.0	-	/	2.5	~~4.2~~
						MILLER, STANLEY J.	A36-11581 /	-	/		
						MILLER, STANLEY J.		36-02371	/26.0		
TOTAL ACRES							A36-02371B	4.20	10.00		~~4.2~~

ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, Y() N(✓)
IF YES SEE ATTACHED SHEET:

C. FIELD EXAM REQUIRED?

DUE TO POU DISCREPANCY? (Y/N)

DATABASE
Y

FIELD
EXAMINER
N

2.5 Ac.

PRESUMPTION FLAG: C

REMARKS:

See DPQ
** they own a total of 4.2 Acres but that includes house, shop & wood areas*

RECOMMENDATIONS:

TOTAL ACRES: 4.2 2.5

REVIEWED BY: Rev. J

DATE: 11/29/90

See 9-6-91

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A. AJ CLAIMED USES:

PURPOSES
A36-02371B IRRIGATION

MONTH/DAY
FROM 03-15 TO 11-15

DIVERSION QUANTITY
.080 CFS

TOTAL DIVERSION RATE/VOLUME CLAIMED

.080 CFS

~~17 AF/A~~

B. WR RECORDED USES:

PURPOSES
36-02371 IRRIGATION

MONTH/DAY
FROM 03-15 TO 11-15

DIVERSION QUANTITY
1.890 CFS 428.00 AF/A

TOTAL DIVERSION RATE/VOLUME CLAIMED

1.890 CFS 428.00 AF/A

PRESUMPTION FLAG: C

C. FIELD EXAM REQUIRED?

		DATABASE	FIELD EXAMINER
DUE TO WATER-USE DISCREPANCY? (Y/N)	N		<u>N</u>
DUE TO DIVERSION RATE DISCREPANCY? (Y/N)	Y		<u>N</u>
DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N)	N		<u>N</u>

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?

Y(✓) N()

RECOMMEND TO WR STANDARDS OR OTHER?

Y() N() Explain in remarks, below.

REMARKS:

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A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y(☒) N(☐)

AJ TOTAL CLAIMED DIVERSION RATE: 0.080 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: 1.890 CFS

split works OK

*** IF NO or IF STATUTORY CLAIM or BENEFICIAL USE then flow measurement required. ***

** If an amount smaller than the original diversion rate is **

** claimed and an exam is NOT required, explain in remarks. **

FLOW MEASUREMENT REQUIRED?

FIELD
DATABASE EXAMINER

DUE TO STAGE OR DIVERSION RATE DISCREPANCY? (Y/N)

Y

N

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B.

FLOW MEASUREMENT

MEASUREMENT METHOD _____, SEE ATTACHED CALCULATIONS.

C. ARE OTHER WATER RIGHTS USED? Y(☐) N(☒) IF YES COMPLETE OVERLAP REVIEW.

OTHER RIGHTS LISTED IN CLAIM: NONE

(No A & B water)

LIST ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE:

CLAIM	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A36-02371B	GROUNDWATER	MILLER, STANLEY J.	0.080	0.019	<i>17</i>	<i>4</i>
A36-02371A	GROUNDWATER	CHUGG, D. BOYD	1.810	0.017		
<i>A36-0268023</i>	<i>"</i>	<i>A+B Irrig Dist.</i>				

LIST ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION.

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A36-11581	DOMESTIC	MILLER, STANLEY J.	FROM 01-01 TO 12-31	.040 CFS	
A36-11581	STOCKWATER	MILLER, STANLEY J.	FROM 01-01 TO 12-31	.020 CFS	

D. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE 0.03
ACRES 2.5 x 0.02 CFS/ACRE = 0.075 CFS
(Taken from p/u review)

1b. CALCULATIONS

DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y() N(☒)

*** IF YES ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N() ***

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 12.0 AF/A
ACRES 2.5 x CONSUMPTIVE VOL. AF/A FOR AREA 3 =
TOTAL CONSUMPTIVE USE 7.5 AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = AF/A
ACRES 2.5 x DIVERSION VOL. AF/A FOR AREA 4 =
TOTAL DIVERSION VOLUME 10.0 AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N(☒)

REMARKS: (Include limitations on CONSUMPTIVE USE for combined rights.)

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RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD		REC. DIV		REC. DIV		REC. CONS.	
	FROM	TO	RATE	CFS	VOL.	AF/A	USE	
IRRIGATION	03-15	11-15	DATABASE	EXAMINER	DATABASE	EXAMINER	DATABASE	EXAMINER
			0.080	<u>.08</u>	~~12.0~~	~~17~~	~~12.0~~	~~13~~
TOTAL FOR THIS RIGHT			<u>0.080</u>		<u>10</u>		<u>7.5</u>	
REVIEWED BY:	<u>P.V. SK.</u>		DATE:		<u>11/29/90</u>			

Sw 9-6-91

E07 = w/ 36-2371A
1.89

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A. CHECK ONLY THE FOLLOWING THAT APPLY:

OWNERSHIP _____
FORFEIT/ABANDON _____
ADDITIONAL DIV. AMOUNT _____

ACCEPTED	NEEDS
AS CLAIMED	REVIEW
(☒)	()
()	()
(☒)	()

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 36-02371

TOTAL DIVERSION RATE OF WR SPLITS	DATABASE 1.890	EXAMINER <u>1.89</u>	CFS
-----------------------------------	-------------------	-------------------------	-----

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
A36-02371	A36-02371A	1.810	-		36-02371	1.890
A36-02371	A36-02371B	0.080	-		36-02371	1.890
TOTAL CFS		1.890				1.890

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, is the written review sheet attached? (Y/N)

DATABASE N	FIELD EXAMINER <u>Y</u>
---------------	-------------------------------

REMARKS:

AUTHENTICATION:

SIGNATURE: R. V. Worstell

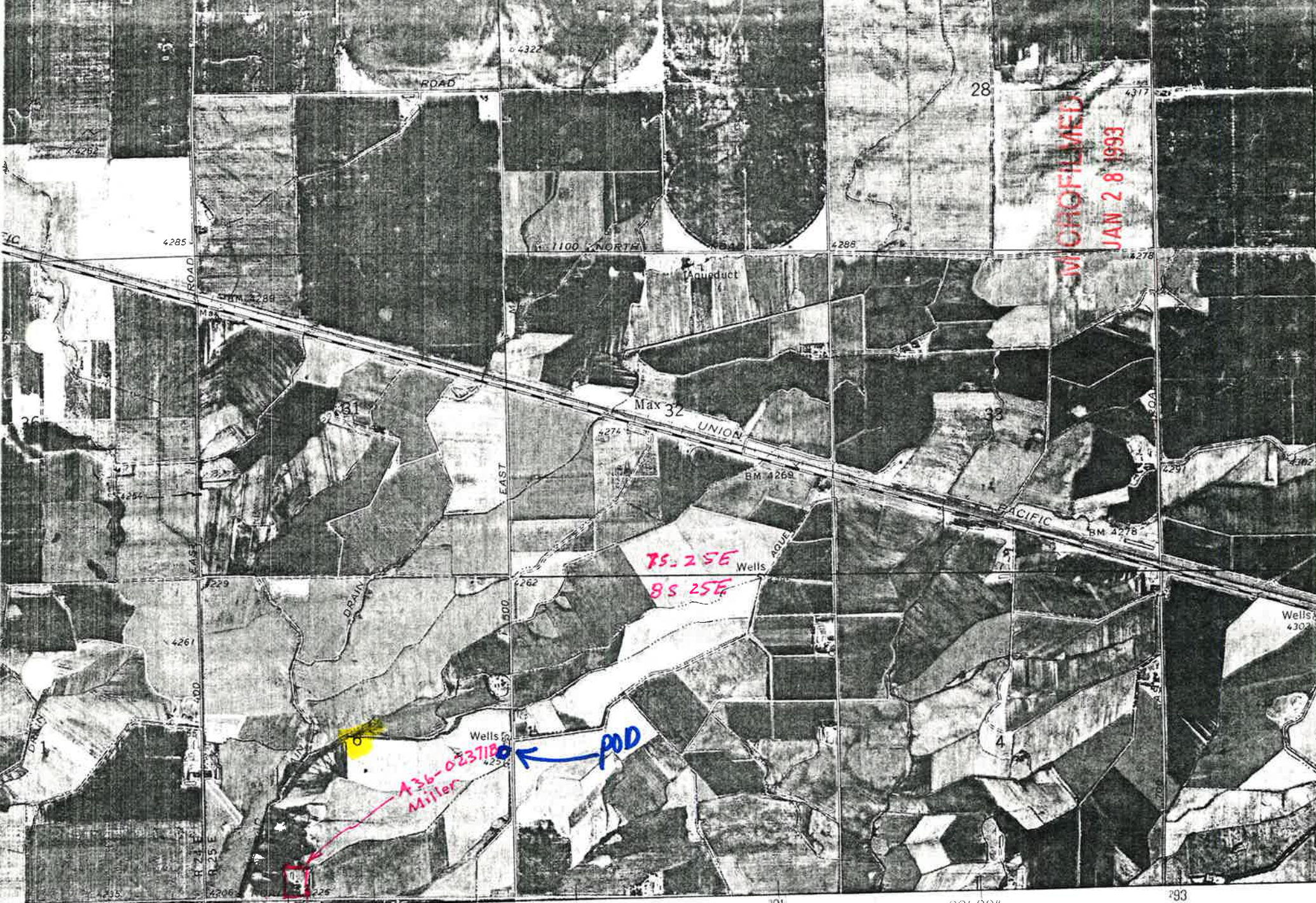
DATE: 11/29/90

NAME OF FIELD EXAMINER: ROBERT V. WORSTELL

TITLE: SR. Water Right Agent

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JAN 28 1993

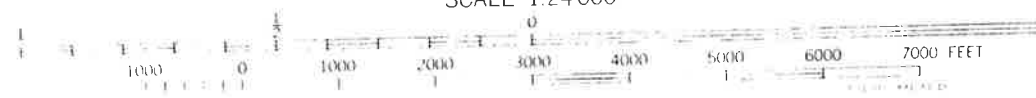
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85-24E 25E

SCALE 1:24 000

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A36-0208023 A+B Irrig. Dist.

place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
08S	25E	6	SE		NE	93	IRR	1.9
			SE		NE	94	IRR	20.1
			SE		NE	98	IRR	6.7
			NE		NW	99	IRR	2.9
			NW		NW	99	IRR	29.2
			SW		NW	99	IRR	31.6
			SE		NW	93	IRR	5.6
			SE		NW	99	IRR	8.0
			NE		SW	93	IRR	0.5
			NE		SW	98	IRR	2.9
			NE		SW	99	IRR	3.3
			NW		SW	98	IRR	0.1
			NW		SW	99	IRR	27.8
			SW		SW	98	IRR	1.4
			SW		SW	99	IRR	19.7
			SE		SW	98	IRR	10.6
			NE		SE	98	IRR	34.4
			NW		SE	98	IRR	24.8
			SW		SE	98	IRR	21.6
			SE		SE	98	IRR	29.4

Section Acres 376.9

7	NE	NE	95	IRR	9.9
	NE	NE	96	IRR	26.0
	NW	NE	95	IRR	26.2
	NW	NE	96	IRR	0.1
	SW	NE	94	IRR	8.2
	SW	NE	95	IRR	14.4
	SW	NE	96	IRR	14.4
	SE	NE	96	IRR	33.1
	NE	NW	95	IRR	12.1
	NW	NW	95	IRR	22.3
	SW	NW	95	IRR	30.2
	SE	NW	94	IRR	2.1
	SE	NW	95	IRR	33.0
	NE	SW	94	IRR	37.1
	NE	SW	97	IRR	0.4
	NW	SW	94	IRR	11.7
	NW	SW	97	IRR	18.0
	SW	SW	97	IRR	2.7
	SW	SW	98	IRR	27.5
	SE	SW	94	IRR	7.6
	SE	SW	98	IRR	28.7
	NE	SE	96	IRR	33.7
	NW	SE	94	IRR	32.2
	NW	SE	96	IRR	6.2
	SW	SE	94	IRR	31.5

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