

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: **A36-02519**
Date Received: 8/25/1988
Receipt No: S001744
Received By: _____

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

1. Name: WILLIAM J. SLADE 208-536-6119
Address: 3511 S. 2200 E.
WENDELL ID 83355

AND/OR

Name: WYLENE SLADE 208-536-6119
Address: 3511 S. 2200 E.
WENDELL ID 83355

2. Date of Priority: OCT 3, 1961

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
09S	15E	3	NE	NW	NE	2	GOODING

5. Description of diverting works:
16"X 124' WELL WITH A 50 HP PUMP WITH 670' OF PIPE TO DITCHES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	10/31	3.000		676.00

7. Total Quantity Appropriated is:
3.000 C.F.S. (and/or) 676.00 A.F.A.

8. Total consumptive use is 175.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	15E	3	NW	NE	2	IRR	35.0

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10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	15E	3	SW	NE		IRR	36.0
			SE	NW		IRR	36.0
			NE	SW		IRR	31.0
			NW	SE		IRR	37.0
Section Acres							175.0
Total Acres							175.0

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:

AREA AROUND HOUSE WAS NOT INCLUDED ON LICENSE BECAUSE IT WAS NOT SHOWN AS A FIELD ON ASCS PHOTO, HOWEVER, THIS LAND HAS ALWAYS BEEN IRRIGATED BY THIS WELL.

15. Basis of Claim: LICENSE

Water Right Number: 30197

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: _____

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CHANGE IN ADDRESS OF NOTICE OF CLAIM

RECEIVED
AUG 09 1991

[] Water Right Number (s): 13958 - (160)
14622 - (40)

Department of Water Resources

[] Old Mailing Address: Ed Bowman
2051 E. 3600 S.
Wendell, ID 83355

[] New Mailing Address: William J. Slade
3511 S. 2200 E.
Wendell - ID 83355

New Telephone Number: () - -

[] Signature of Claimant: William J. Slade
Date: 8-6-91

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: By:

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: By:

SEND TO YOUR NEAREST
REGION OFFICE:

Western Region Office
2735 Airport Way
Boise, ID 83705
(208) 334-2190

Southern Region Office
222 Shoshone St. East
Twin Falls ID 83301
(208) 734-3578

State Office
1301 N. Orchard St.
Boise, ID 83720
(208) 327-7900

Eastern Region Office
150 Shoup Ave. #15
Idaho Falls ID 83402
(208) 525-7161

Northern Region Office
1910 Northwest Blvd. #210
Coeur d'Alene ID 83814
(208) 756-4639

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NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type

(see instructions on back of page)

RECEIVED
AUG 09 1991

DATE OF CLOSING: 1-4-89

Department of Water Resources

LEGAL DESCRIPTION OF PROPERTY: Township 9S Range 15E
 Section 3, SW¹NE 1/4 of SE¹NW 1/4 of NE¹SW 1/4, Govt. Lot , BM NW¹SE¹
 Lot , Block , Subdivision/Townsite , NW¹NE¹
 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:

36-02519

AUG 13 1991

☐ Name and Address of Former
Owner/Claimant(s)(Seller):

Ed Bowman

Department of Water Resources
Southern Region Office

2051 E. 3600 S.Wendell, ID 83355

☐ New Owner/Claimant
(Purchaser):

William J. Slade

☐ New Mailing Address:

3511 S. 2200 E.Wendell, ID 83355

☐ New Telephone Number:

(208) 536-6119

☐ 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:

2 Cert. Water Shows - & Purchase Agreement

(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)

William J. SladeDate 8-6-91

Date

☐ 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: 9/27/91 By: LC

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: 9/27/91 By: LC

Claim Numbers of Split, if any:

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

#8938 - 160.00 shs.

RECEIVED
AUG 09 1991

Nº 13958

Incorporated Under the Laws of the State of Idaho

Principal Place of Business, Jerome, Idaho

--160.00-- Department of Water Resources
Shares

of Common Stock

NORTH SIDE CANAL COMPANY, LIMITED

Par Value of Shares One Dollar

Authorized Capital 170,000 shares with an aggregate par value of \$170,000.
(Reduced from original authorized capital of 200,000 shares by Court Decree)

January 22, 1953

THIS IS TO CERTIFY THAT ED BOWMAN

is the owner of One Hundred Sixty and No/100 (160.00) - Shares of the Capital Stock of the
NORTH SIDE CANAL COMPANY, LIMITED.

This Certificate Entitles the owner thereof to receive one-eightieth of a cubic foot of
water per acre per second of time for the following described land: Southwest Quarter of the North-
east Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$),
Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$), and Northwest Quarter of the
Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section Three (3), Township Nine (9) South, Range
Fifteen (15) East, Boise Meridian,

in accordance with the terms of the contract between the STATE OF IDAHO and the TWIN FALLS
NORTH SIDE LAND AND WATER COMPANY.

AND THIS CERTIFICATE Also entitles the owner to a proportionate interest in the dam,
canal, water rights and all other rights and franchises of the Twin Falls North Side
Land and Water Company, based upon the number of shares finally sold, in accordance
with the said contract between the said Company and the State of Idaho.
Under provisions of Article X, Section 3 of the By-Laws of this Corporation, no transfer
of this stock shall be registered upon its books until all of the indebtedness of the
registered owner thereof to this Corporation shall have been paid.
This stock is appurtenant to the land above described and will be transferred only to
record owner thereof.
IN WITNESS WHEREOF, The said Corporation has caused its corporate name and
seal to be hereto affixed.

NORTH SIDE CANAL COMPANY, LIMITED

ATTEST:

Chas. H. Wescott

Secretary.

By

J. H. Hilbaugh

President.

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N^o 14622

Incorporated Under the Laws of the State of Idaho

Principal Place of Business, Jerome, Idaho

--40.00-- Shares
of Common Stock**NORTH SIDE CANAL COMPANY, LIMITED**

Par Value of Shares One Dollar

Authorized Capital 170,000 shares with an aggregate par value of \$170,000.
(Reduced from original authorized capital of 200,000 shares by Court Decree)

September 23, 1957

THIS IS TO CERTIFY THAT EDWARD BOWMANis the owner of Forty and no/100 (40.00) - - - - - Shares of the Capital Stock of the
NORTH SIDE CANAL COMPANY, LIMITED.This Certificate Entitles the owner thereof to receive one-eightieth of a cubic foot of
water per acre per second of time for the following described land: Lot Two (2), Section
Three (3), Township Nine (9) South, Range Fifteen (15) East, Boise Meridianin accordance with the terms of the contract between the STATE OF IDAHO and the TWIN FALLS
NORTH SIDE LAND AND WATER COMPANY.

AND THIS CERTIFICATE Also entitles the owner to a proportionate interest in the dam, canal, water rights and all other rights and franchises of the Twin Falls North Side Land and Water Company, based upon the number of shares finally sold, in accordance with the said contract between the said Company and the State of Idaho. Under provisions of Article X, Section 3 of the By-Laws of this Corporation, no transfer of this stock shall be registered upon its books until all of the indebtedness of the registered owner thereof to this Corporation shall have been paid. This stock is appurtenant to the land above described and will be transferred only to record owner thereof.

IN WITNESS WHEREOF, The said Corporation has caused its corporate name and seal to be hereto affixed.

NORTH SIDE CANAL COMPANY, LIMITEDATTEST: Thelma Thompson
Secretary.By J. H. Silbaugh
President.MICROFILMED
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ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, We, Ed Bowman and Betty Bowman

_____, do hereby sell, assign and transfer unto
William J. Slade and Wylene Slade

200 shares of Common Stock in the North Side Canal Company, Ltd. standing in the names of Ed Bowman and Betty Bowman

on the books of said North Side Canal Company, Limited, represented by Certificate No. 13958 + 14622 herewith, (this assignment is attached and hereby made a part of said Certificate) and do hereby irrevocably constitute and appoint the Secretary of North Side Canal Company, Limited attorney to transfer the said stock on the books of the within named Company with full power of substitution in the premises.

DATED this 16th day of January, 1989.

Ed Bowman

Ed Bowman

Betty Bowman
Betty Bowman

Betty Bowman

IN THE PRESENCE OF:

Julie Ben W

Witness

Witness

Witness

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A S S I G N M E N T

PURSUANT TO THE terms and conditions of an Agreement dated the 4th day of January, 198⁹, we, LEROY MARTIN HEILE and WANDA L. HEILE, husband and wife, do hereby assign to WILLIAM J. SLADE and WYLENE SLADE, husband and wife, all of their right, title and interest in and to a Purchase Agreement between the undersigned and Ed Bowman and Betty Bowman, husband and wife, contained within the above described agreement.

This Assignment is subject to William Slade and Wylene Slade agreeing to assume, indemnify, and hold harmless the undersigned from all liability, of whatever nature, to Ed Bowman and Betty Bowman.

DATED this 4th day of January, 198⁹.

L. Heile
LEROY MARTIN HEILE

Wanda Heile
WANDA L. HEILE

STATE OF ARIZONA)
) ss.
County of Yuma)

On this 4th day of January, 198⁹, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LEROY MARTIN HEILE and WANDA L. HEILE, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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

Robert W. Robertson
NOTARY PUBLIC for Arizona



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ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT, made this 16th day of January, 1989, by and between **ED BOWMAN** and **BETTY BOWMAN**, husband and wife, hereinafter referred to as "Bowman", **WILLIAM J. SLADE** and **WYLENE SLADE**, husband and wife, hereinafter referred to as "Slade", and **LEROY MARTIN HEILE** and **WANDA L. HEILE**, husband and wife, hereinafter referred to as "Heile",

W I T N E S S E T H:

WHEREAS, the parties did, on the 4th day of January, 1988, enter into a certain agreement for purchase and exchange of real property, a copy of which is attached hereto as Exhibit "A", and,

WHEREAS, the parties wish to agree for the substitution of a deed into escrow from Bowman to Slade upon performance of certain of the acts agreed upon in the above described agreement,

IT IS THEREFORE AGREED in consideration of these premises, the mutual promises and covenants hereafter contained, and in further consideration of the promises and covenants made in the above described agreement for purchase and exchange of real property, as follows:

1. Upon the concurrent closing of the transactions described in the agreement among the parties, dated December 20, 1988, the Warranty Deed from Bowman to Slade, in conformance with the provisions of paragraph 1(d) of the agreement above referenced, shall be substituted in escrow to be administered in full accordance with the remaining terms and conditions of the agreement previously referenced. Land Title and Escrow, Inc. as escrow holder is authorized to receive said deed and to administer it fully in accordance with paragraph 1(d) of the foregoing agreement, and to deliver the deed, along with other escrow papers, to Slade upon full performance of the promises and covenants contained within said agreement.

2. The parties do hereby ratify, confirm and approve each and every term and condition of the agreement for purchase and exchange of real property among the parties dated December 20, 1988, except as modified by this addendum.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the day and year first written above.

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"SLADE"

William J. Slade
WILLIAM J. SLADE

Wylene Slade
WYLENE SLADE

"BOWMAN"

Ed Bowman
ED BOWMAN

Betty Bowman
BETTY BOWMAN

"HEILE"

Leroy Martin Heile
LEROY MARTIN HEILE

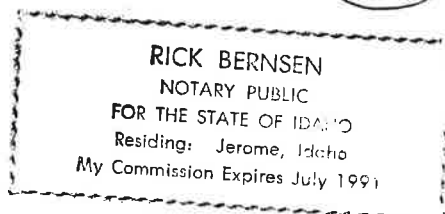
Wanda L. Heile
WANDA L. HEILE

STATE OF IDAHO)
) ss.
County of Jerome)

On this 16th day of January, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIAM J. SLADE and WYLENE SLADE, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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

Rick Bernsen
NOTARY PUBLIC for Idaho



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STATE OF ARIZONA)
) ss.
County of _____)

On this 17 day of January, 1989, before me,
the undersigned, a Notary Public in and for said County and
State, personally appeared LEROY MARTIN HEILE and WANDA L.
HEILE, husband and wife, known to me to be the persons whose
names are subscribed to the within and foregoing instrument, and
who acknowledged to me that they executed the same.

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

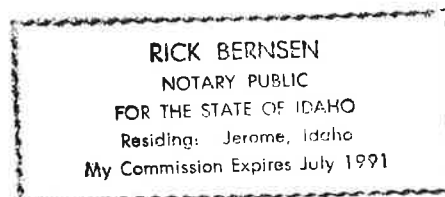

NOTARY PUBLIC for Arizona
My Commission Expires Aug. 31, 1992

STATE OF IDAHO)
) ss.
County of Jerome)

On this 16th day of January, 1989, before me,
the undersigned, a Notary Public in and for said County and
State, personally appeared ED BOWMAN and BETTY BOWMAN, husband
and wife, known to me to be the persons whose names are
subscribed to the within and foregoing instrument, and who
acknowledged to me that they executed the same.

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


NOTARY PUBLIC for Idaho



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**AGREEMENT FOR PURCHASE AND EXCHANGE
OF REAL PROPERTY**

THIS AGREEMENT, made this 4th day of January, 198⁹~~8~~, by and between **ED BOWMAN and BETTY BOWMAN**, husband and wife, hereinafter referred to as "Bowman", and **WILLIAM J. SLADE and WYLENE SLADE**, husband and wife, hereinafter referred to as "Slade", and **LEROY MARTIN HEILE and WANDA L. HEILE**, husband and wife, hereinafter referred to as "Heile",

W I T N E S S E T H:

WHEREAS, Slade presently owns a leasehold interest in real property more particularly described as follows:

COUNTY OF IMPERIAL, STATE OF CALIFORNIA:

Gila and Salt River Base and Meridian, Township 8 S1,
Range 22 West, Section 7, Location, "The Island".

and,

WHEREAS, Heile wishes to acquire all of Slade's right, title and interest in said lease, a copy of which is attached hereto as Exhibit "A", and,

WHEREAS, Bowman owns certain real property more particularly described as:

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN
GOODING COUNTY, IDAHO

Section 3: SW⁴NE⁴, SE⁴NW⁴, NE⁴SW⁴, NW⁴SE⁴ and
the NW⁴NE⁴,

TOGETHER WITH 200 shares of stock in the North Side Canal Company, Ltd. appurtenant thereto, and water license No. 36-02519, 3.0 cfs., priority date - October 3, 1961, and

WHEREAS, Slade wishes to acquire Bowman's right, title and interest in the above described Gooding County, Idaho, real property, utilizing the provisions of the Internal Revenue Code and related regulations authorizing nonrecognition of taxable gain for the exchange of property of like kind, and,

WHEREAS, Heile will acquire Bowman's property for purposes of exchanging the same for Slade's property, and,

WHEREAS, the parties wish to set forth their mutual understandings and agreements with regard to the purchase and exchange contemplated,

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IT IS THEREFORE AGREED, in consideration of these premises and the mutual promises and covenants hereafter contained as follows:

1. **Bowman Property:** Bowman agrees to sell to Heile, and Heile agrees to purchase from Bowman, that real property located in Gooding County, Idaho, more particularly described as follows:

TOWNSHIP 9 SOUTH, RANGE 15 EAST OF THE BOISE MERIDIAN
GOODING COUNTY, IDAHO

Section 3: SW⁴NE⁴, SE⁴NW⁴, NE⁴SW⁴, NW⁴SE⁴ and
the NW⁴NE⁴,

TOGETHER WITH 200 shares of stock in the North Side Canal Company, Ltd. appurtenant thereto, and further subject to Idaho Water License No. 36-02519, 3.0 cfs., priority date - October 3, 1961, and further together with a 50 h.p. pump, U.S. Hollowshaft, Serial No. 1251880, now located thereon.

This sale shall be subject to the following terms and conditions:

(a) Purchase Price: Heile shall pay to Bowman the sum of \$200,000.00, lawful money of the United States of America, payable as follows:

- \$40,000.00 down on the date of closing as hereinafter defined;
- \$20,000.00 within 48 hours of the date of closing as hereinafter defined;
- The balance, to wit: the sum of \$140,000.00, shall accrue interest at the rate of 9% per annum from the date of closing as hereinafter defined, and shall be paid in twenty (20) equal, annual installments of \$15,197.00 each, commencing with the anniversary of the closing date, 1989, and continuing annually thereafter until the anniversary of the closing date in the year 2008, at which time all remaining principal and interest shall be fully due and payable.

It is specifically understood and agreed that Heile may pay all the unpaid balance to Bowman hereunder without penalty.; In the event of payment of part, but not all said balance, such prepayment shall be applied toward the last maturing installments, and Heile shall not be relieved from making the current annual payments above required.

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(b) Closing: Closing of this transaction shall take place at Land Title and Escrow, Inc., Jerome, Idaho, on a date to be agreed upon by the parties, but no later than January 15, 1989. It is understood that said closing agent will also close the other aspects of this exchange transaction simultaneously therewith. With respect to the costs of closing on the Bowman/Heile sale, said parties agree to pay the costs of closing in equal shares. At closing, Bowman shall convey title to the above described real property by Warranty Deed, subject only to existing easements and rights of way, and those other exceptions which may be disclosed by a preliminary commitment for title insurance to which Heile does not object. Bowman understands that they will cause to be removed at the time of closing the existing mortgage in favor of Farmers Home Administration now encumbering the real property.

(c) Taxes and Assessments: Real property taxes and assessments shall be prorated between Bowman and Heile as of December 31, 1988. Heile shall pay all real property taxes and assessments levied on the above described real property after said date and shall not allow any of the same to become delinquent in any respect.

(d) Title Insurance: Bowman shall provide, at their own expense, a policy of title insurance in a good and responsible title insurance company insuring marketable title to the above described real property in the sum of \$200,000.00 to be in Bowman, subject only to existing easements, rights of way, and those other exceptions specifically approved by Heile.

(d) Deed and Escrow: It is specifically understood and agreed that Bowman shall, at the time of closing as hereinafter defined, execute a good and sufficient Warranty Deed to Heile for the above described real property in accordance with the provisions of this agreement, which Warranty Deed shall be approved by Heile as to form and content. Said Warranty Deed, together with an executed copy of this agreement, shall be placed in escrow with Land Title and Escrow, Inc., Jerome, Idaho, and said escrow holder is hereby authorized and directed to deliver said deed to Heile at the time of the payment of all deferred payments agreed to herein in full. Land Title and Escrow, Inc. is hereby constituted to be the agent of the parties for the purposes of accepting payments on behalf of Heile, receipting for the same, and making said payments to Bowman as they shall direct. The parties agree to bear the initial and ongoing costs of escrow in equal shares. Land Title and Escrow, Inc. shall also receive into escrow stock certificates of the North Side Canal Company, Ltd., in the amount of 200 shares and the original Water License of the Idaho Department of Water

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Resources, No. 36-02519. Those documents, together with whatever other documents the parties determine to deliver into escrow, shall be delivered by the escrow holder to Heile upon their full performance of the agreement.

(e) Possession Date: Heile shall be let into and possession of the above described real property on the date of closing as previously set forth, and shall thereafter be entitled to remain in possession thereof and have the use, issues and profits thereof during the entire life of this agreement, or until the same shall have been terminated as hereinafter provided. In the event that Heile fails to perform this agreement as hereinafter provided and Bowman serves notice of forfeiture upon them as hereinafter provided, then, in that event, unless Heile performs this agreement within the time provided and is specified in the notice served upon them by Bowman, Heile will forthwith and without delay surrender and deliver up possession of said real property to Bowman in a quiet and peaceful manner and without suit or action. It is understood by the parties that Bowman may need to keep sheep now owned by him on said real property until a time to expire no later than April 1, 1989. Heile hereby grants permission to Bowman to keep the sheep on said real property, which permission shall expire April 1, 1989. Bowman agrees to be responsible for the care and keeping of said sheep, and shall hold harmless and indemnify Heile from all liability for the keeping of said sheep on the real property above described. Bowman further agrees to tend the sheep in such a fashion as to avoid any interference with Heile's farming operations on the real property. Heile further consents to allow Bowman to store his farm equipment on the above described real property provided that the same is removed therefrom no later than April 1, 1989.

(f) Outbuildings, Trees: It is understood by the parties that Heile shall have the immediate right after closing to remove all outbuildings from the real property. The parties recognize that they are of negligible value. Provided, however, that Bowman, should he desire, shall have the right to remove any of said outbuildings from said real property, at his own expense, and that he shall retain title thereto and shall have all salvage rights therefrom. Bowman shall be required to give notice to Heile no later than the 1st day of February, 1989, regarding this intention concerning the outbuildings. If such intention has not been communicated in writing to Heile, Heile may immediately remove the outbuildings after said date and dispose of them as he sees fit. It is further understood by Bowman that Heile will remove certain mature trees now growing upon the real property to accommodate new sprinkling irrigations systems to be installed by Heile on the real property. Bowman consents to

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the removal of all trees necessary to accommodate the contemplated irrigation improvements.

(g) Consent to Assignment: It is understood by the parties that Heile has agreed to assign all their right, title and interest in this agreement in the underlying real property to William J. Slade and Wylene Slade, husband and wife, immediately following the closing of this transaction as part of the overall terms and conditions of this agreement. Bowman specifically agrees and consents to said assignment, subject to Slade's assumption of all liabilities under said Agreement, specifically the indebtedness under paragraph 1(a) of the Agreement.

(h) Default: Should Heile fail to perform this Agreement in any aspect, or fail to make any payment required by this Agreement, then Bowman shall serve notice of default, in writing, specifying the nature of such default, to Heile at the following address: P. O. Box 5117, Yuma, Arizona 85364.

In the event the specified events of default remain uncured within Thirty (30) days of the date of written notice, Bowman may, at their option, pursue one or all of the following remedies:

i) Accelerate the full balance then due and owing the Bowman pursuant to this Agreement, demand the full payment of said purchase price, treat this Agreement of Sale as a note and mortgage, and foreclose the same pursuant to the mortgage foreclosure laws of the State of Idaho.

ii) Serve Heile a notice of forfeiture of all rights under this Agreement, in which event all monies paid previously by Heile under this Agreement shall be retained by Bowman, and constitute liquidated damages for the breach of this Agreement and the use of the above described property through the time of default. In such event, Heile agrees to promptly surrender up possession of the above described property to Bowman. Heile shall then henceforth be regarded as a tenant holding over after the expiration of a lease, and shall be subject to the laws of the State of Idaho concerning forcible entry and unlawful detainer.

iii) Treat this Agreement of Sale as rescinded, and proceed against Heile for damages equal to the unpaid balance of the Agreement, incidental and consequential damages for the breach, other sums due and owing under this Agreement, and all other damages to which Bowman may be entitled.

iv) Sue for specific performance under this Agreement.

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v) Pursue any other remedy to which Bowman may be entitled under the laws of the State of Idaho or the United States of America.

It is understood that the election of any option as to an appropriate remedy shall be exclusively the election of Bowman.

(i) Notice of Service: It is further understood and agreed that any notices hereinafter provided for may be given as follows:

By Bowman to Heile, by certified mail, properly enclosed in a sealed envelope, addressed to Heile at P.O. Box 5117, Yuma, Arizona 85364.

By Heile to Bowman by sending the same by certified mail, addressed to Bowman at 2051 East 3600 South, Wendell, ID 83355.

Service of any such notices shall be complete upon the arrival thereof in the Post Office to which addressed as above required.

(j) Attorney Fees: If default be made by either party hereto in keeping or performing any of the covenants, conditions or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions or agreements herein contained, then and in such event, the party in default agrees to pay, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.

(k) Preparation of Agreement: It is understood between the parties that this Agreement has been prepared by Robert E. Williams III, of the firm of Fredericksen & Williams, Jerome, Idaho, on behalf of Heile and Slade. Heile hereby acknowledge that they have been informed of their right to seek independent counsel to review this agreement on their behalf.

(l) Improvements to Real Property: Heile shall have the right to make or install permanent improvements upon the real property described in this agreement upon the following conditions:

(i) Heile shall make or install said improvements as a volunteer and with full knowledge and acceptance of the fact that Heile is not entitled to any credit, payment or reimbursement from Bowman for the cost or value of said improvements; and,

(ii) Heile make or construct said improvements at Heile's own cost and expense; and,

- (iii) Heile is not the agent of Bowman for the purpose of making or constructing said improvements or for any other purpose; and,
- (iv) Heile shall not allow or suffer any liens or encumbrances to be attached to or filed upon the said property for any work or materials used thereon, and will hold Bowman entirely harmless from any liability for such work and materials and from any liens or encumbrances upon said property as a result thereof, including, without limitation, any and all expenses, attorney fees and costs, including fees and costs on appeal, incurred by Bowman to litigate against, or remove such liens or encumbrances; and
- (v) Heile shall be entitled to remove any permanent improvements made or constructed by Heile upon said property except any such permanent improvements that are made or constructed to replace structures or improvements that were on said real property when Heile entered possession and except any such permanent improvements that cannot be removed without damage to the remaining property, and on the further expressed condition that the improvements that Heile are entitled to remove must be removed before this agreement is terminated or cancelled in the event it be terminated or cancelled by Bowman as a result of a default by Heile; and,
- (vi) The failure or neglect of Heile to remove any such improvements from the said property prior to the date this agreement is terminated or cancelled by Bowman as a result of a default by Heile shall constitute conclusive proof that Heile have abandoned said improvements and the said improvements shall then be deemed a part of the real property and the property of Bowman free and clear of any claim, right, title or interest of Heile.

(m) Integration: Bowman and Heile acknowledge that the terms, conditions and covenants of this agreement shall supersede any prior negotiations and agreements of the parties, that there are no other agreements not contained in this agreement, and that this agreement shall be the final expression of the agreement of the parties and shall control. No modifications of this agreement shall be valid unless in writing and executed by all the parties hereto.

MICROFILMED
JAN 28 1993

(n) Binding on Successors: This agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators and assigns.

2. Slade's Real Property: Slade agrees to transfer, convey and exchange to Heile all their right, title and interest in that certain land lease #1-84083-00 with the State of Arizona for certain real property more particularly described as:

COUNTY OF IMPERIAL, STATE OF CALIFORNIA:

Gila and Salt River Basin and Meridian, Township 8 South, Range 22 West, Section 7, Location, "The Island".

A copy of said lease is attached hereto as Exhibit "A".

3. Exchange: At the time of closing of the Bowman/Heile transaction, Slade agrees to exchange all their right, title and interest in the Arizona State land lease above described to Heile in exchange for a transfer of all Heile's right, title and interest in the Bowman property. Said exchange shall be accomplished by assignments, copies of which are attached hereto, respectively, as Exhibits "B" and "C". The assignment from Slade to Heile shall not relieve Heile of the obligation to pay the \$20,000.00 deferred payments below described.

4. Combined Closing: The exchange transaction between Slade and Heile shall be closed by Land Title and Escrow, Inc., Jerome, Idaho, simultaneously with the Heile/Bowman purchase. All closing costs associated with the Heile/Slade exchange shall be paid solely by Slade. Slade will reimburse Heile for closing and escrow costs paid by Heile on the Heile/Bowman sale.

5. Additional payment from Heile to Slade: In addition to terms of acquisition hereinafter described, Heile shall pay to Slade the sum of \$20,000.00 as additional consideration for the acquisition of the State of Arizona land lease. The sum of \$20,000.00 shall accrue interest at the rate of Nine Percent (9%) per annum, and shall be paid in three (3) annual installments of \$6,667.67 each, together with all accumulated interest on the unpaid principal, commencing one year from the date of closing, as hereinafter defined, and continuing annually thereafter until the anniversary of the date of closing, 1991, at which time all remaining principal and interest shall be fully due and owing.

6. Indemnification: Heile shall, from the date of closing as hereinafter defined, indemnify and hold harmless Slade from all liability under all terms and conditions of the

State of Arizona land lease above described. Heile agrees to keep said land lease in effect by timely and fully performing each and every term and condition expressed therein.

7. Default by Heile: Should Heile default on any of their obligations under the Arizona State land lease, or the failure to pay Slade any portion of the \$20,000.00 deferred payment as agreed, then Slade shall first cause notice of said default to be given to Heile in writing specifying the exact nature of the default. Should the default not be cured within the time limit reserved, then Slade may resort to any of the following remedies, cumulatively or individually, at the sole option of Slade:

- (a) Bring suit for damages including any amount of the \$20,000.00 deferred payment above described which remains due and owing, which shall include the right to fully accelerate and declare fully due and owing any remaining portion thereof.
- (b) Declare the assignment rescinded, obtain the Heile to Slade assignment from escrow, and regain possession of the property in accordance with the original terms of the land lease with the State of Arizona.
- (c) Bring an action seeking immediate possession of the real property subject to the lease.
- (d) Pursue any other remedy which may be authorized under the laws of the State of Arizona.

In the event of default, in addition to whatever other damages Slade may be entitled, Slade shall be entitled to the recovery of all reasonable attorney fees and costs incurred with respect to such default or the cure thereof.

8. Escrow: Slade and Heile agree that a copy of this agreement, together with a copy of the original Assignment above described, shall be held in escrow at Land Title and Escrow, Inc., Jerome, Idaho, during the pendency of this agreement. The parties hereby agree to constitute Land Title and Escrow, Inc. as their escrow agent, for the purpose of receiving and receipting for payments from Heile and directing the same to Slade as they shall instruct. The parties agree to bear the initial and ongoing costs of escrow in equal shares. At such time as Heile has fully performed each and every term and condition with respect to the assignment of the lease, the original documents held in the escrow shall be delivered to Heile. Heile shall also execute and deliver to the closing agent, at the time of closing, an assignment of the Arizona land lease above described to Slade. In the event of an uncured default by Heile, as hereinafter set forth, the escrow holder is authorized to deliver the assignment to Slade

upon proof that full compliance with the notice provisions hereinafter following have been made and that cure has not been timely effected.

9. **Binding on Successors:** This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement first above written.

"SLADE"

William J. Slade
WILLIAM J. SLADE

Wylene Slade
WYLENE SLADE

"HEILE"

Leroy Martin Heile
LEROY MARTIN HEILE

Wanda L. Heile
WANDA L. HEILE

"BOWMAN"

Ed Bowman
ED BOWMAN

Betty Bowman
BETTY BOWMAN

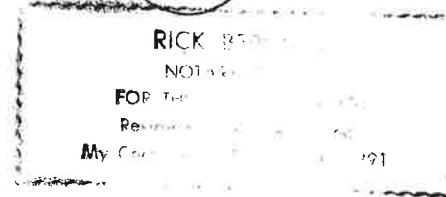
STATE OF IDAHO)
) ss.
County of Jerome)

On this 16th day of January, 1988²⁰, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIAM J. SLADE and WYLENE SLADE, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

MICROFILMED
JAN 28 1993

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

Rick Benness
NOTARY PUBLIC for Idaho



STATE OF ARIZONA)
County of yuma) ss.

On this 4 day of January, 1989^{R.R.}, before me,
the undersigned, a Notary Public in and for said County and
State, personally appeared LEROY MARTIN HEILE and WANDA L.
HEILE, husband and wife, known to me to be the persons whose
names are subscribed to the within and foregoing instrument, and
who acknowledged to me that they executed the same.

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

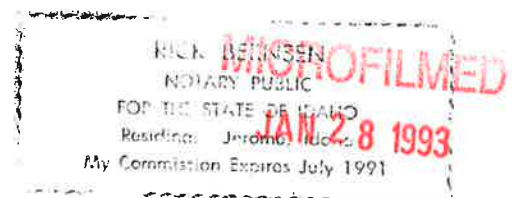
Robert S. Benness
NOTARY PUBLIC for Arizona

STATE OF IDAHO)
County of Jerome) ss.

On this 16th day of January, 1989^{R.D.}, before me,
the undersigned, a Notary Public in and for said County and
State, personally appeared ED BOWMAN and BETTY BOWMAN, husband
and wife, known to me to be the persons whose names are
subscribed to the within and foregoing instrument, and who
acknowledged to me that they executed the same.

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

Rick Benness
NOTARY PUBLIC for Idaho



SD-36		Township: 09S		Range: 15E		Section: 3		Tract:		Lot:	
S	L	O	Water	Name		O	S	Max #	Records	130	
E	O			Last, First		W	T	Priority	Use		
L	Tract	T	Right No.			N	AC	G	Date	Code	Desc
---	---	---	---	---		---	---	---	---	---	---
---	NWNE		R36-10652	SLADE, WILLIAM J.		C		J	06/01/1975		
---	NWNE	2	A36-02519	SLADE, WYLENE		C					
---				BOWMAN, ED		O	35	L	10/03/1961	01	IRR
---				SLADE, WILLIAM J.		C					
---				SLADE, WYLENE		C					
---	NWNE	2	R36-02519	SLADE, WILLIAM J		C	35	L	10/03/1961	01	IRR
---				SLADE, WYLENE		C					
---				BOWMAN, ED		O					
---	SWNE		A36-02519	BOWMAN, ED		O	36	L	10/03/1961	01	IRR
---				SLADE, WILLIAM J.		C					
---				SLADE, WYLENE		C					
---	SWNE		A01-00212Z1	LARGE CLAIM		C	40	D	01/01/1901	39	GWR FS
---	SWNE		A36-10648	SLADE, WILLIAM J.		C		J	06/01/1911	43	DOMEST
---				SLADE, WYLENE		C				04	STOCK
---				BOWMAN, ED		O					
---	SWNE		A36-10648	SLADE, WILLIAM J.		C		J	06/01/1911	43	DOMEST

(Enter=Continue)

(GOLD7=This Query)

(MENU _____)

MICROFILMED
JAN 28 1993

SD-36	Township: 09S	Range: 15E	Section: 3	Tract:	Lot:
S	L	STATE	O	S	Max # Records 130
E	O	Water	W	T	Priority Use
L	Tract	Right No.	N	AC	Date
		Name			Code Desc
		Last, First			
SENW	A36-02519	BOWMAN, ED	O	36	L 10/03/1961 01 IRR
		SLADE, WILLIAM J.	C		
		SLADE, WYLENE	C		
SENW	A01-00212Z1	LARGE CLAIM	C	40	D 01/01/1901 39 GWR FS
SENW	R36-02519	SLADE, WILLIAM J	C	34	L 10/03/1961 01 IRR
		SLADE, WYLENE	C		
		BOWMAN, ED	O		
NESW	A36-02519	BOWMAN, ED	O	31	L 10/03/1961 01 IRR
		SLADE, WILLIAM J.	C		
		SLADE, WYLENE	C		
NESW	A01-00212Z1	LARGE CLAIM	C	40	D 01/01/1901 39 GWR FS
NESW	R36-02519	SLADE, WILLIAM J	C	31	L 10/03/1961 01 IRR
		SLADE, WYLENE	C		
		BOWMAN, ED	O		
NWSW	A36-02087	AMBROSE, A.N.	C	25	L 01/23/1950 01 IRR
NWSW	R36-02087	AMBROSE, A.N.	C	25	L 01/23/1950 01 IRR

(Enter=Continue)

(GOLD7=This Query)

(MENU _____)

MICROFILMED

JAN 28 1993

SD-36		Township: 09S		Range: 15E		Section: 3		Tract:		Lot:	
S	L			STATE		O		S	Max #	Records	130
E	O	Water		Name		W		T	Priority	Use	
L	Tract	T	Right No.	Last, First		N	AC	G	Date	Code	Desc
---	---	---	---	---	---	---	---	---	---	---	---
---	SWNE		A36-10648	SLADE, WYLENE		C		J	06/01/1911	04	STOCK
---	SWNE		R36-10648	BOWMAN, ED		O					
---				SLADE, WYLENE		C		J	06/01/1911	43	DOMEST
---				BOWMAN, ED		O				04	STOCK
---	SWNE		R36-10648	SLADE, WILLIAM J.		C					
---				SLADE, WYLENE		C		J	06/01/1911	43	DOMEST
---				BOWMAN, ED		O				04	STOCK
---	SWNE		R36-02519	SLADE, WILLIAM J.		C					
---				SLADE, WILLIAM J		C	34	L	10/03/1961	01	IRR
---				SLADE, WYLENE		C					
---				BOWMAN, ED		O					
---	SENE		A01-00212Z1	LARGE CLAIM		C	35	D	01/01/1901	39	GWR FS
---	NENW		R36-07098	AMBROSE, NEAL		O	36		12/11/1969	01	IRR
---				COMBINED RIGHT		C					
---	NENW		A36-07098	AMBROSE, NEAL		O	36		12/11/1969	01	IRR
---				COMBINED RIGHT		C					

(Enter=Continue)

(GOLD7=This Query)

(MENU _____)

MICROFILMED

JAN 28 1993

SD-33

Last Name: BOWMAN

STATE

S E L	First Name	O W N	Water Right No.	Priority Date	Source	Total Diversion	Use Code Desc
—	BOWMAN						
—	CLAUD	C	A36-13693	07/15/1987	GROUNDWATER	0.040	43 DOMEST
—	ED	O	R36-10648	06/01/1911	GROUNDWATER	0.070	43 DOMEST
—							04 STOCK
—	ED	O	R36-10652	06/01/1975	GROUNDWATER	0.040	43 DOMEST
—	ED	O	A36-10652	06/01/1975	GROUNDWATER	0.040	43 DOMEST
—	ED	O	A36-02519	10/03/1961	GROUNDWATER	3.000	01 IRR
—	ED	O	A36-10648	06/01/1911	GROUNDWATER	0.070	43 DOMEST
—							04 STOCK
—	CLAUD	C	R36-13693	07/15/1987	GROUNDWATER	0.040	43 DOMEST
—	ED	O	R36-02519	10/03/1961	GROUNDWATER	3.000	01 IRR
—	BOWMAN-ALLEN						
—	JOSEPHINE	C	A36-11772	08/14/1953	GROUNDWATER	0.040	43 DOMEST
—	JOSEPHINE	C	A36-11773	08/14/1977	GROUNDWATER	0.040	43 DOMEST
—	JOSEPHINE	C	R36-11772	08/14/1953	GROUNDWATER	0.040	43 DOMEST
—	JOSEPHINE	C	R36-11773	08/14/1977	GROUNDWATER	0.040	43 DOMEST

(Enter=Continue)

(GOLD7=This Query)

(MENU _____)

MICROFILMED

JAN 28 1993



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

27-Sep-1991 09:24

WILLIAM J. SLADE
WYLENE SLADE
3511 S. 2200 E.
WENDELL ID 83355

Re: Ownership Change for Adjudication Claim NO.(S): A36-02519,
- BOWMAN, ED -

Dear Claimant(s):

Pursuant to the notification that you presently own the property in which the above referenced Adjudication Claim is appurtenant, the Department has changed the record of the current owner as you requested. Please find enclosed a copy of the computer record of the claim noting the change in claimant.

Please review the record and if you have any corrections or questions, please feel free to call this office.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Judy Givens'.

Judy Givens
Adjudication Secretary

/jg

Enclosures

MICROFILMED
JAN 28 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

RECEIVED

FEB 14 1991

Ident. Number: A36-02519
Date Received: 8/25/1988
Receipt No: S001744
Received By: _____

Department of Water Resources
Southern Region Office

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

1. Name: WILLIAM J. SLADE 208-536-6119
Address: 3511 S. 2200 E.
WENDELL, ID 83355

AND/OR
Name: WYLENE SLADE 208-536-6119
Address: 3511 S. 2200 E.
WENDELL, ID 83355

2. Date of Priority: OCT 03, 1961

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
09S	15E	3	NE	NW	NE	2	GOODING

5. Description of diverting works:
16"X 124' WELL WITH A 50 HP PUMP WITH 670' OF PIPE TO DITCHES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	10/31	3.000		676.00

7. Total Quantity Appropriated is:
3.000 C.F.S. (and/or) 676.00 A.F.A.

8. Total consumptive use is 175.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
09S	15E	3	NW	NE	2	IRR	35.0

A36-02519

Page 1

Date: 11/13/90

MICROFILMED

JAN 28 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	15E	3	SW	NE		IRR	36.0
			SE	NW		IRR	36.0
			NE	SW		IRR	31.0
			NW	SE		IRR	37.0

Section Acres 175.0

Total Acres 175.0

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:

AREA AROUND HOUSE WAS NOT INCLUDED ON LICENSE BECAUSE IT WAS NOT SHOWN AS A FIELD ON ASCS PHOTO, HOWEVER, THIS LAND HAS ALWAYS BEEN IRRIGATED BY THIS WELL.

15. Basis of Claim: LICENSE

Water Right Number: 30197

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: _____

MICROFILMED

JAN 28 1993

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____

My Commission Expires _____

CHANGE IN OWNERSHIP OF NOTICE OF CLAIM

[] Water Right Number(s): A36-02519, A36-10648, A36-10652

[] Name and Address of
Former Claimant:

ED BOWMAN

2051 E. 3600 S.

WENDELL, ID 83355

[] New Claimant(s): WILLIAM J. WYLENE SLADE

[] New Mailing Address: 3511 S. 2200 E.

WENDELL ID 83355

New Telephone Number: (208) 536-6119

[] 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:

[] Attach proof of ownership
Describe proof attached:

[] Signature of New Claimant(s):

William J. Slade

Date:

2-28-90

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 11-13-90

By: J. H. Hager

Further Action Needed:

Further Action Taken

Date:

By:

Final Review and Data-Entry OK And describes

Date:

By: 36-02519 as well

Claim Numbers of Split, if any: as the lands of

all three claims.
JDC 2/5/91

RECEIVED

MAR 07 1990

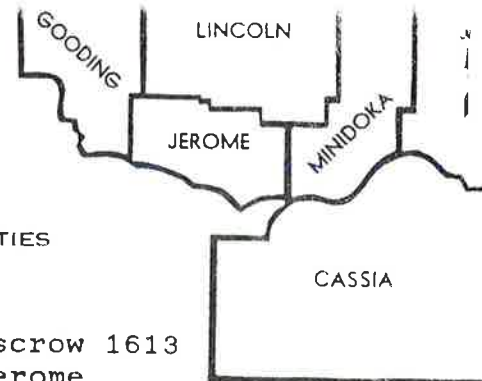
Department of Water Resources

MICROFILMED
JAN 28 1993

Land Title and Escrow, Inc.

COMPLETE SERVICE

5 IDAHO COUNTIES



February 14, 1989

REFER TO: Escrow 1613
OFFICE: Jerome

Mr. and Mrs. William J. Slade
3511 south 2200 East
Wendell, Idaho 83355

RE: Escrow Collection Account Number 1613
SLADE/BOWMAN

Dear Mr. and Mrs. Slade:

The above referenced escrow account is now complete and has been accepted for collection by Land Title and Escrow, Inc. Enclosed please find an executed copy of the Escrow Instructions for your future reference.

Checks are to be made payable to Land Title and Escrow, Inc., P.O. Box 349, Jerome, Idaho 83338. All checks MUST bear your escrow account number 1613 in order to assure proper credit to your account.

Payments in the amount of [REDACTED] are due in our office on or before the 20th day of each January commencing with the 1990 payment. Interest is computed not monthly, but on the exact number of days between receipt of payment in our office.

A receipt will be issued each time a payment is received stating the amount of interest and principal paid and the remaining principal balance owed.

If you have any questions regarding this account, please contact our Escrow Department. Any changes, such as a name or address change must be sent to Land Title and Escrow, Inc., in writing signed by all buyers.

Very truly yours,

LAND TITLE AND ESCROW, INC.

Julie Colson
Julie Colson
Escrow Department

Enc.

BOX 177, BURLEY, IDAHO 83318
PHONE 678-3524

BOX 349, JEROME, IDAHO 83338
PHONE 324-4842

BOX 473, GOODING, IDAHO 83330
PHONE 934-8477

BOX 111, RUPERT, IDAHO 83350
PHONE 436-0606

MICROFILMED

JAN 28 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 -(208) 327-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

February 7, 1991

Mr. & Mrs. William J. Slade
3511 S. 2200 E.
Wendell, ID 83355

RECEIVED

FEB 14 1991

RE: Snake River Basin Adjudication (SRBA)
Gooding County, Claims #A36-02519,
A36-10648 & A36-10652

Department of Water Resources
Southern Region Office

Dear Mr. & Mrs. Slade:

Thank you for sending a copy of the recorded Deed. The Claim to Water Rights records of the Department have been changed to reflect notice of your new ownership.

Claims prepared from the Agency's computer are enclosed for your review and records. If you find the address is incorrect, please contact us.

Yours truly,

John D. Carlson
Adjudication Supervisor

JDC:sf:0:south

Enclosures:

Claims Referenced Above

MICROFILMED
JAN 28 1993



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 -(208) 327-7900

RECEIVED

FEB 14 1991

December 5, 1990

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

Department of Water Resources
Southern Region Office
Mr. & Mrs. William J. Slade
3511 S. 2200 E.
Wendell, ID 83355

RE: Snake River Basin Adjudication (SRBA)
Gooding County - Claims #A36-02519,
A36-10648 & A36-10652

Dear Mr. & Mrs. Slade:

Notice of the change in ownership of the above-referenced water rights has been received. Please send a copy of the recorded Deed to confirm the conveyance and legal description.

Upon receipt of the Deed copy, a Notice of Claim will be prepared from the Agency's computer and sent to you for your review and records.

Yours truly,

John D. Carlson
Adjudication Supervisor

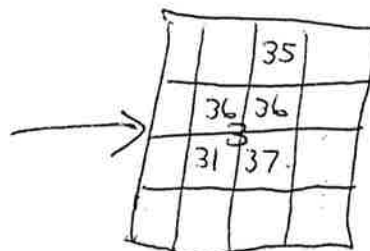
JDC:sf:state

A36-10652 Domestic T9S R15E Sec 3
NWNE

A36-10648 Domestic & Stock T9S R15E Sec 3
SW NE

A36-02519 Irrigation 175 Acres

T9S, R15E, Sec 3



4
IN

MICROFILMED
JAN 28 1993

WARRANTY DEED

RECEIVED

For Value Received

ED BOWMAN and BETTY BOWMAN, husband and wife

FEB 14 1991

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

WILLIAM J. SLADE and WYLENE SLADE, husband and wife,
whose address is: 3511 South 2200 East Wendell, Idaho 83355Department of Water Resources
Southern Region OfficeHereinafter called the Grantee, the following described premises situated in Gooding County, Idaho,
to-wit:

See Exhibit "A" Attached Hereto

Together with 200 shares of stock in the North Side Canal Company,
Ltd., appurtenant thereto, and water license No. 36-02519, 3.0 cfs,
priority date - October 3, 1961.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: January 16, 1989

Ed Bowman

ED BOWMAN

Betty Bowman

BETTY BOWMAN

STATE OF IDAHO, COUNTY OF Jerome

On this 16th day of January, 1989,
before me, a notary public in and for said State, personally appeared

Ed Bowman and Betty Bowman

known 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

, Idaho.

RICK BERNSEN
NOTARY PUBLIC
FOR THE STATE OF IDAHO
Residing: Jerome, Idaho
My Commission Expires July 1991

MICROFILMED
JAN 28 1993

EXHIBIT "A"

TOWNSHIP 9 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN,
GOODING COUNTY, IDAHO

Section 3: SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; and NW $\frac{1}{4}$ NE $\frac{1}{4}$ (also
shown as Lot 2)

RECEIVED

FEB 14 1991

SUBJECT TO THE FOLLOWING:

Department of Water Resources
Southern Region Office

Taxes for 1989 and subsequent years, which are not yet due and payable.

Assessments of the American Falls Reservoir District and the rights and powers of said District as by law provided.

Assessments of the North Side Canal Company and the rights and powers of said Company as by law provided.

Right of way for canals, laterals and waste ditches of the North Side Canal Company, Ltd.

Transmission Line Easement given by Josiah Note, a single man, Grantor, to Idaho Power Company, Grantee, dated May 24, 1937, recorded May 29, 1937 in Book 4 Page 170 as Instrument Number 67793, Gooding County records, affecting a portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, Township 9 South, Range 15, East Boise Meridian.

Power Line Easement given by Josiah Note and his wife, Grantors, to Idaho Power Company, a corporation, Grantee, dated February 6, 1941, recorded November 12, 1941 in Book 5 Page 33 as Instrument Number 81993, Gooding County records, affecting Lot 2, Section 3, Township 9 South, Range 15, East Boise Meridian.

Power Line Easement given by Ed Bowman and Bette Bowman, husband and wife, Grantors, to Idaho Power Company, a corporation, Grantee, dated September 3, 1971, recorded November 15, 1971 as Instrument Number 37710, Gooding County records, affecting the NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 9 South, Range 15, East Boise Meridian.

MICROFILMED
JAN 28 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: A36-02519
Date Received: 8/25/1988
Receipt No: 5001744
Received By: TB

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ED BOWMAN 208-536-2226
Address: 2051 E. 3600 S.
WENDELL, ID 83355

2. Date of Priority: OCT 03, 1961

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
09S	15E	3	NE	NW	NE	2	GOODING

5. Description of diverting works:
16"X 124' WELL WITH A 50 HP PUMP WITH 670' OF PIPE TO DITCHES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	10/31	3.000		676.00

7. Total Quantity Appropriated is:
3.000 C.F.S. (and/or) 676.00 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
09S	15E	3	NW	NE	2	IRR	35.0
			SW	NE		IRR	36.0
			SE	NW		IRR	36.0
			NE	SW		IRR	31.0

A36-02519

Page 1

Date: 08/25/88

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10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
09S	15E	3	NW SE		IRR	37.0
Section Acres						175.0
Total Acres						175.0

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:

14. Remarks:

AREA AROUND HOUSE WAS NOT INCLUDED ON LICENSE BECAUSE IT WAS NOT SHOWN AS A FEILD ON ASCS PHOTO, HOWEVER, THIS LAND HAS ALWAYS BEEN IRRIGATED BY THIS WELL.

15. Basis of Claim: LICENSE
Water Right Number: 30197

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): X Ed Bower Date: 8/25/88

Date: _____

State of Idaho

County of Twin Falls)
SS.

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

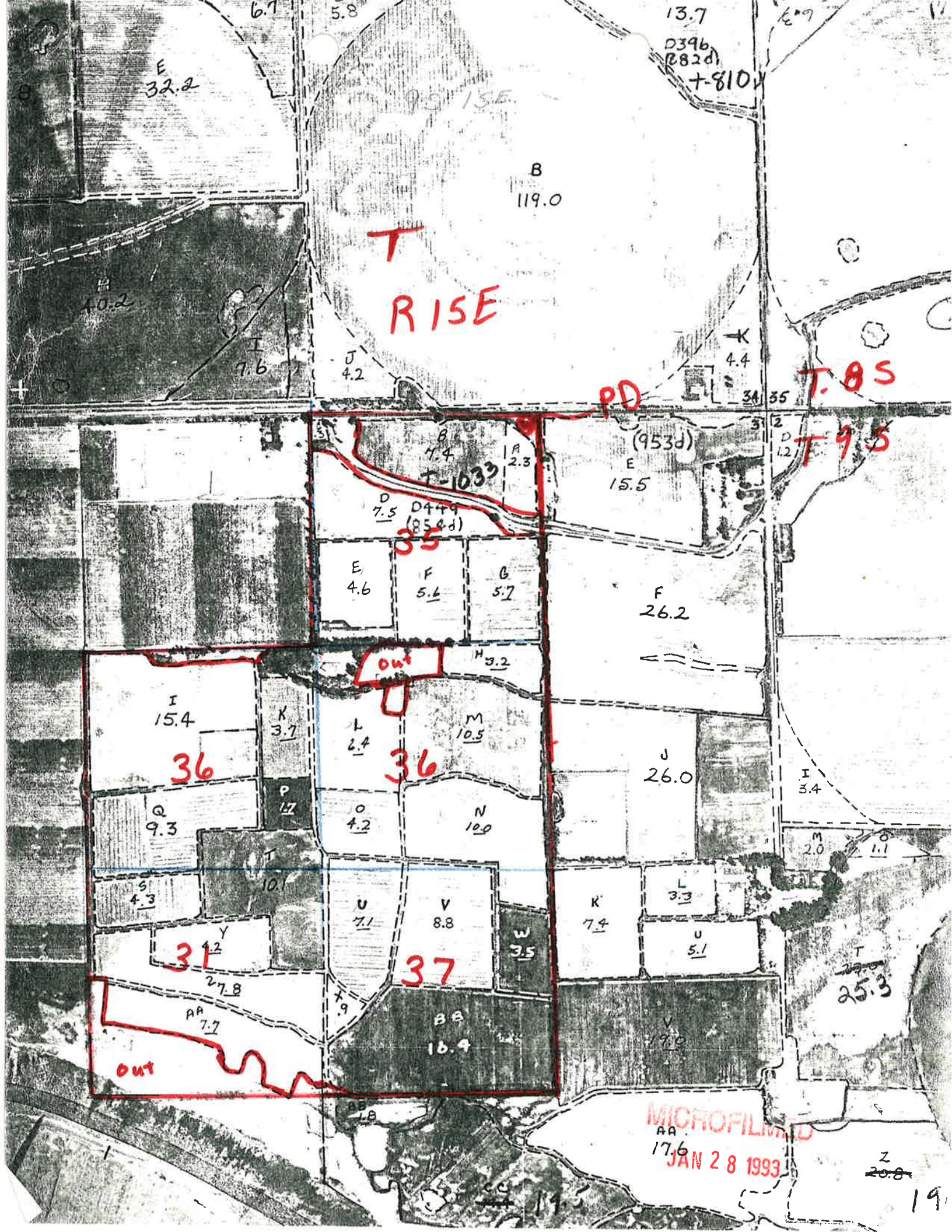
of August 19 88

Roxanne Storey
Notary Public

Seal.

Residing at Buhl, Id
My Commission Expires 6-30-94

MICROFILMED
JAN 28 1993





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

RECEIVED

DEC 24 2001

December 3, 2001

WILLIAM J SLADE
3511 S 2200 E
WENDELL ID 83355

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

RE: Snake River Basin Adjudication (SRBA)
Water Rights #36-2372, 36-2519, 36-2598, 36-7119, 36-7301, 36-7302, 36-10631, 36-10648, 36-10652, 36-15228, 36-15229, 36-2241, 36-7254

Dear Water Right Holder:

The Postal Service has advised us your address has changed to the above address.

Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary before returning this letter, list any other water rights you have, and return this letter by December 28, 2001. Thank you for your help.

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

If there has been a change in ownership of the property connected with the water 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 records.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

#####

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

William J. Slade
Water Right Holder's Signature

536-6119

Telephone No.

*Records ok; a change needed.
12-28-01*

*(7254) Gibson
[2241]
Mc Hapley
Don Z
change forms
per ph. call
12-11-01*

3511 5 25-00 E

SLADE, WILLIAM J
RT 2 BOX 255
WENDELL ID 83355

36-2372, -2519 2598, 7119, 15228,
-7301, all recs. 2372-WR also.
36-10631, -10648, -10652 = ~~WR~~ P.D.s

Log for claim 36-02519

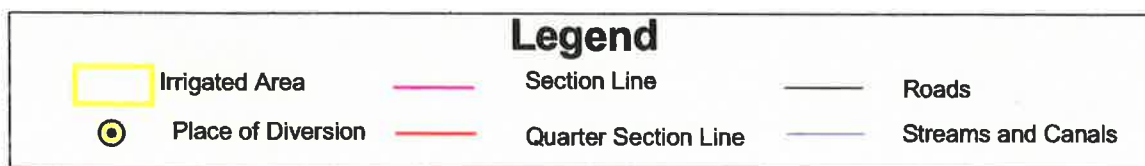
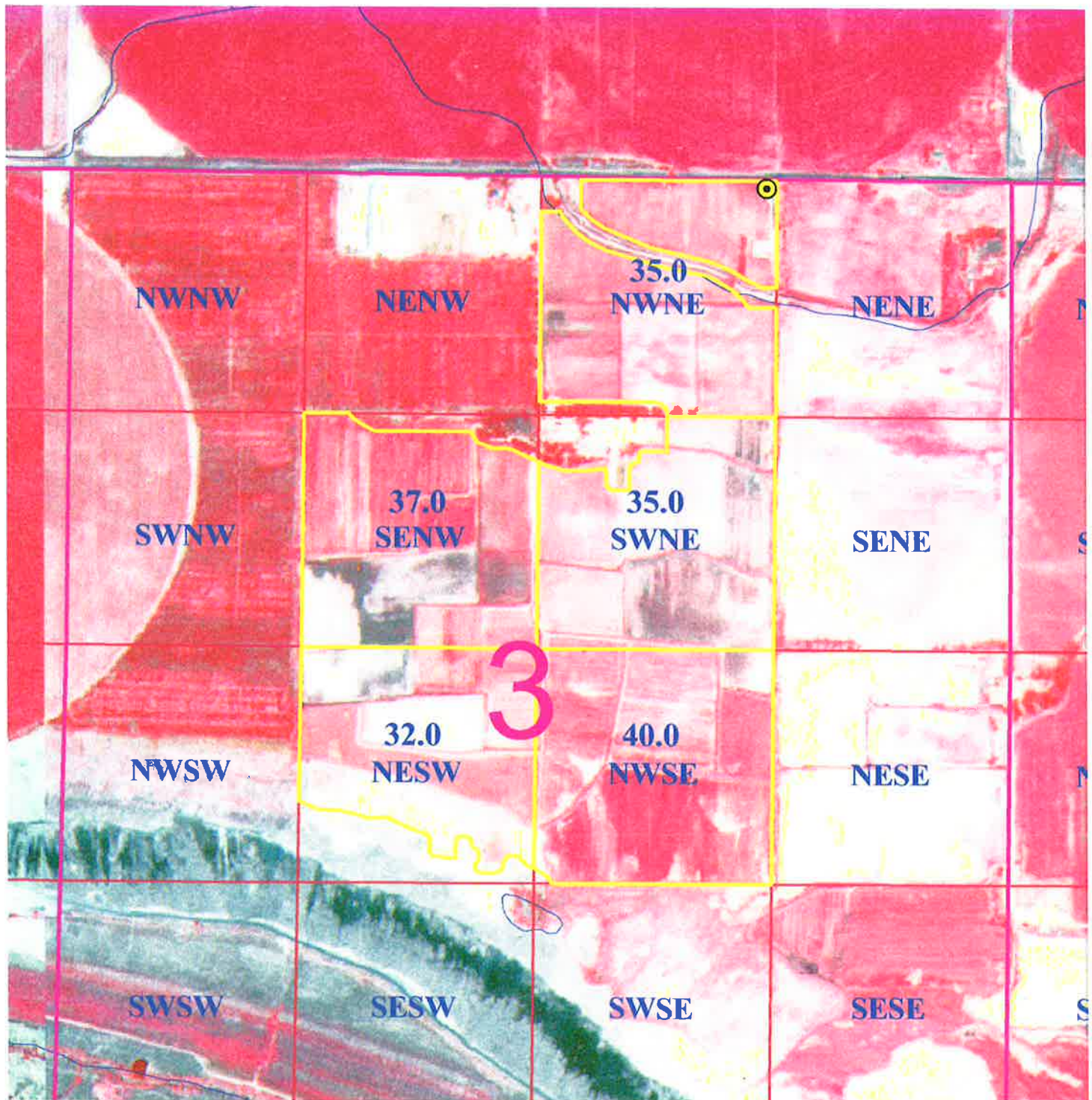
Spatial Dynamics BTD

12/31/01

TR	SEC	QQ	Acres Recommended	Acres Shaped	COMMENT
09s15e	3	NWNE	35	35	
09s15e	3	SWNE	34	35	
09s15e	3	SENE	34	37	
09s15e	3	NESW	31	32	
09s15e	3	NWSE	37	40	
Totals:			171	179	

Water Right Number 36-02519
Township , 9S15E

12/31/2001



400 0 400 800 Feet



6/9/94

COMMUNICATION DOCUMENTATION

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 Georgia Satterlee

DATE

December 16, 1998 2:01pm

CUSTOMER

Rob Wms.

SUBJECT: 36-02519,-10652

phone call (x) walk-in (.)

Requested profile reports on the above rights, printed and faxed to him @ 324-3135.

R PROOF



CVR



MAPS



PHOTOS



MISC



MICROFILMED
JAN 28 1993

VERIFIED BY SW

Water Right Number - R36-02519

Prefix Translation: RESEARCH

Old (D) Number - 30197

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

*** C - CURRENT OWNER ***

SLADE

WILLIAM J

1 - 3511 S 2200 E

2 -

3 -

City- WENDELL

State- ID Zip- 83355

Phone - 208-536-6119

1 - 3511 S 2200 E

2 -

3 -

City- WENDELL

State- ID Zip- 83355

Phone - 208-536-6119

SLADE

WYLENE

*** O - ORIGINAL OWNER ***

BOWMAN

ED

1 - 2051 E 3600 S

2 -

3 -

City- WENDELL

State- ID Zip- 83355

Phone - 208-536-2226

+ - - Priority Date - - + + - - - Region - - - + + - - - Stage - - - + + - - - Status - - - +
10/03/1961 17 SOUTHERN L - LICENSE+ - - - - Source - - - - - + + - - - - - Tributary - - - - - +
GROUNDWATER+ - - - - - - - - - - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County
09S 15E 3 NE NW NE 2 (47) GOODING+ - - - - - - - - - - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 03/15 11/15 3.000 676.00+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
3.000 676.00 513.0+ - - - - - - - - - - - - - Place of Use - - - - - +
Twn Rng Sec Tract Lot Acres Code Description County
09S 15E 3 NW NE 2 35.0 01 IRRIGATION (47) GOODING
09S 15E 3 SW NE 34.0 01 IRRIGATION (47) GOODING
09S 15E 3 SE NW 34.0 01 IRRIGATION (47) GOODING
09S 15E 3 NE SW 31.0 01 IRRIGATION (47) GOODING
09S 15E 3 NW SE 37.0 01 IRRIGATION (47) GOODING

Total Acres: 171.0

+ - - Diversion Means - 16"X 124' WELL WITH A 50 HP PUMP WITH 670' OF PIPE TO DITCHES.

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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	- 09/18/1991	Old Judicial District	-
Claim Received Date	- 08/25/1988	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- S001744	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- AND/OR	Presumption Flag	-
				Notice of Error Flag	-

UNCLASSIFIED
JAN 28 1993

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:18:56
08/30/90

PAGE: 1
GENERAL INFORMATION

CLAIM NUMBER: A36-02519

LAST: BOWMAN
ADDRESS: 2051 E. 3600 S.
CITY: WENDELL
PHONE NUMBER: 208-536-2226

FIRST: ED

STATE: ID ZIP: 83355

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

DATABASE
Y

FIELD
EXAMINER

CLAIM REMARKS: AREA AROUND HOUSE WAS NOT INCLUDED ON LICENSE BECAUSE IT WAS NOT
SHOWN AS A FIELD ON ASCS PHOTO, HOWEVER, THIS LAND HAS ALWAYS BEEN
IRRIGATED BY THIS WELL.

*License is based on field exam
independent of ASCS photo*

FIELD EXAMINATION INFORMATION

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:

A. AJ CLAIM: # A36-02519 PRIORITY DATE: 10-03-1961 STAGE: L
B. WR RECORD: # 36-02519 PRIORITY DATE: 10-03-1961 STAGE: L

C. FIELD EXAM REQUIRED?
DUE TO PRIORITY DATE DISCREPANCY? (Y/N)

DATABASE
N

FIELD
EXAMINER
W

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

REMARKS:

RECOMMENDED PRIORITY DATE:
10-03-1961

REVIEWED BY

LW

DATE

9/5/90

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A36-02519	09S	15E	3	NE	NW	NE	2	GOODING

OTHER AJ CLAIMS WITH SAME AJ POD

A PREFIX

NONE

R PREFIX

NONE

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
36-02519	09S	15E	3		NW	NE		GOODING

OTHER WR RECORDS WITH SAME WR POD

AJ CLAIMS IN SAME 40 ACRE TRACT

A PREFIX

R PREFIX

NONE

NONE

NONE

SOURCE: GROUNDWATER

TRIB:

C. FIELD EXAM REQUIRED?

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

DATABASE
Y
N

FIELD
EXAMINER

AC

REMARKS:

MICROFILMED
JAN 28 1993

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:

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

SOURCE: GROUNDWATER

TRIB:

REVIEWED BY:

DATE:

9/5/90

A. ROOT WATER RIGHT NUMBERS: A36-02519

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	2ND REV.	FIELD EXAM.	RECOMM. ACRES
09S	15E	3	NW	NE	2	BOWMAN, ED	A36-02519 735.0	36-02519 735	45.0			(35)
09S	15E	3	SW	NE		BOWMAN, ED	A36-02519 736.0	36-02519 734.0	38.0		35	35
						BOWMAN, ED	A36-10648 /	- /				36
						LARGE CLAIM	A01-00212Z1/40.0 *	- /			35	34
09S	15E	3	SE	NW		BOWMAN, ED	A36-02519 736.0	36-02519 734.0	40.0			36
						LARGE CLAIM	A01-00212Z1/40.0 *	- /			38	34
09S	15E	3	NE	SW		BOWMAN, ED	A36-02519 731.0	36-02519 731.0	36.0			(31)
						LARGE CLAIM	A01-00212Z1/40.0 *	- /			28	31
09S	15E	3	NW	SE		BOWMAN, ED	A36-02519 737.0	36-02519 737.0	40.0			(37)
						LARGE CLAIM	A01-00212Z1/40.0 *	- /			39	37
TOTAL ACRES A36-02519							175.00	171.00	199.00		175	175
ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, Y()							N(X)				175	171
IF YES SEE ATTACHED SHEET:												

C. FIELD EXAM REQUIRED?

DUE TO POU DISCREPANCY? (Y/N)

DATABASE
YFIELD
EXAMINER
N

PRESUMPTION FLAG:

REMARKS:

4 were exp. explained in remarks. - Disallow -
 License Exam determined at that time only 171 acres (169.3)
 were irrigated. *also uses Canal Water at this POU.

RECOMMENDATIONS:

TOTAL ACRES: 175 171

REVIEWED BY: 1W

DATE: 9/5/90

Sc 9-18-91

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JAN 28 1993

A. AJ CLAIMED USES:

A36-02519 PURPOSES
IRRIGATION

FROM 04-01 TO 10-31

TOTAL DIVERSION RATE/VOLUME CLAIMED

DIVERSION QUANTITY
3.000 CFS 676.00 AF/A
3.000 CFS 676.00 AF/A

B. WR RECORDED USES:

36-02519 PURPOSES
IRRIGATION

FROM 04-01 TO 10-31

TOTAL DIVERSION RATE/VOLUME CLAIMED

DIVERSION QUANTITY
3.000 CFS 676.00 AF/A
3.000 CFS 676.00 AF/A

PRESUMPTION FLAG:

C. FIELD EXAM REQUIRED?

DUE TO WATER-USE DISCREPANCY? (Y/N)
DUE TO DIVERSION RATE DISCREPANCY? (Y/N)
DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N)DATABASE
N
N
NFIELD
EXAMINER
N
N
N

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?

RECOMMEND TO WR STANDARD OR OTHER?

Y() N()

Y(X) N()

Explain in remarks, below.

REMARKS:

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y(☒) N(☐)

AJ TOTAL CLAIMED DIVERSION RATE: 3.000 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: 3.000 CFS

*** 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?

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

FIELD
DATABASE EXAMINER
Y N

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~~ cu

517

LIST ALL RIGHTS WITH A SAME POW AND IRRIGATION USAGE:

CLAIM	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A36-02519	GROUNDWATER	BOWMAN, ED	3.000	0.017	676.00	3.86
A01-0021221	LARGE CLAIM	LARGE CLAIM	9999999.000	415.354		

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

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A36-10648	DOMESTIC	BOWMAN, ED	FROM 01-01 TO 12-31	.040 CFS	
A36-10648	STOCKWATER	BOWMAN, ED	FROM 01-01 TO 12-31	.070 CFS	

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JAN 28 1993

D.

RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE

ACRES ~~175~~ ¹⁷¹ x 0.02 CFS/ACRE = ~~3.5~~ ^{3.42} CFS
(Taken from p/u review)DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y() N(☒)

1b. CALCULATIONS

$$\frac{3.0 \text{ cfs}}{171 \text{ Ac}} = 0.0175439 \text{ cfs/Ac}$$

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

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 175.0 AF/A

ACRES ~~175~~ ¹⁷¹ x CONSUMPTIVE VOL. AF/A FOR AREA ~~3~~ ⁴ =TOTAL CONSUMPTIVE USE ~~525~~ ⁵¹³ AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = 676.00 AF/A

ACRES ~~175~~ ¹⁷¹ x DIVERSION VOL. AF/A FOR AREA ~~4~~ ⁴ =TOTAL DIVERSION VOLUME ~~700~~ ⁶⁸⁴ AF/A

limited to licensed 676 AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N(☒)

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

limited to 1" per acre when cw also used

RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
IRRIGATION	~~01-01~~ ~~10-31~~	DATABASE 3.000 EXAMINER /	DATABASE ~~676.00~~ ^{OK} 676 EXAMINER	DATABASE 175.0 EXAMINER ~~525~~
TOTAL FOR THIS RIGHT	3/15 11/15	3.000	~~676.00~~ 676	~~175.0~~ <u>513</u>
REVIEWED BY: <i>lw</i>	DATE: 9/15/90			

MICROFILMED

JAN 28 1993

517

SC 9-18-91

A. CHECK ONLY THE FOLLOWING THAT APPLY:

OWNERSHIP
FORFEIT/ABANDON
ADDITIONAL DIV. AMOUNTACCEPTED
AS CLAIMED
(*N/A*)
NEEDS
REVIEW
(*X*)

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 36-02519

TOTAL DIVERSION RATE OF WR SPLITS

DATABASE
3.000

EXAMINER

CFS

SPLITS:

OLD RIGHT
NUMBERSCURRENT
CLAIM NUMBERSDIVERSION
RATECURRENT "R"
CLAIM NUM."R" DIV.
RATEWR RIGHT
NUMBERSDIVERSION
RATE

-

A36-02519

3.000

-

36-02519

3.000

TOTAL CFS

3.000

3.000

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
YFIELD
EXAMINER*N/A*

REMARKS:

AUTHENTICATION:

SIGNATURE:

*lw**Shirley*

9-18-91

DATE:

9/15/90

NAME OF FIELD EXAMINER:

TITLE:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:18:56
08/30/90

PAGE: 11
QUICKLOOK INFORMATION

CLAIM NUMBER: A36-02519

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		See 9-18-91	See 9-18-91	
POINT OF DIV	Y			N		↓	↓	
SOURCE				N				
PLACE OF USE	Y			N (Y)	1, 2, 4 6			
DIV. AMOUNT CFS/VOLUME				N (Y)	6.			
CONSUMPTIVE USE				Y	6.			
PURPOSES				N				
PERIOD OF USE				N				
BASIS OF CLAIM				N				
REMARKS	Y			N				

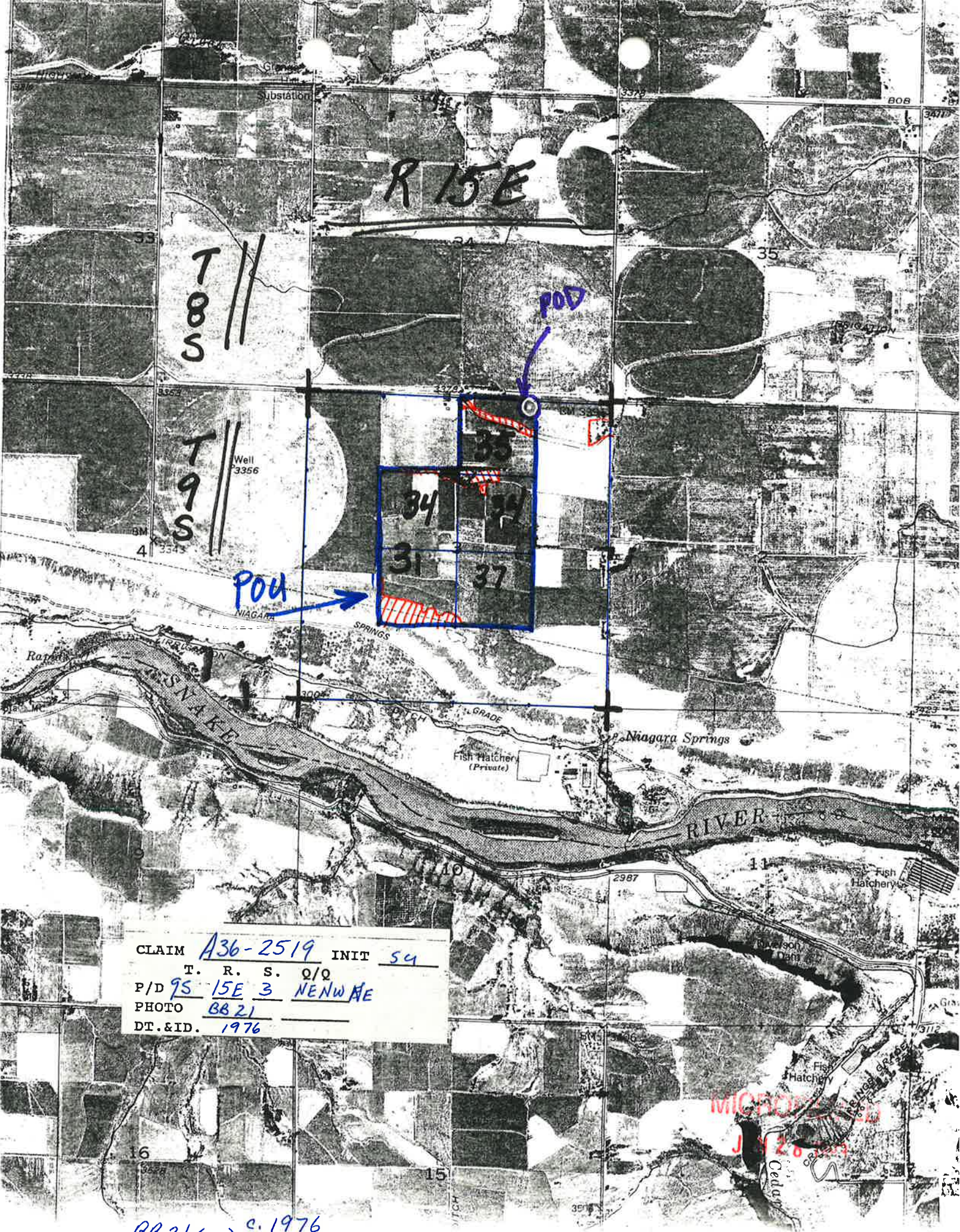
"VERIFIED BY" CODES

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.

MICROFILMED

JAN 28 1993



CLAIM A36-2519 INIT 54
T. R. S. Q/Q
P/D 9S 15E 3 NENW 1/4
PHOTO BB21
DT. & ID. 1976

BB21(5E) c. 1976

