

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: A36-08197
Date Received: 12/ 7/1988
Receipt No: S004310
Received By:

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: DAN POPA
Address: 450 S 100 E
JEROME ID

208-324-1485

83338

AND/OR

Name: PAM POPA
Address: 450 S 100 E
JEROME ID

208-324-1485

83338

2. Date of Priority: JUN 7, 1983

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
09S	17E	8	SW	NW			JEROME

5. Description of diverting works:
WELL AND PUMP

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		
DOMESTIC	01/01	12/31	0.040		

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

A.F.A.

8. Total consumptive use is

9.0 Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC/ 1 HOUSE

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10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
09S	17E	8	SW NW		IRR	3.0
Section Acres						3.0
Total Acres						3.0

11. Place of use in counties: JEROME

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

13. Other Water Rights Used:
NONE

14. Remarks:

P/U = 2.5 ACRES.

CHANGE OF OWNERSHIP 6-22-95 TF. REC'D 6-21-95. SF3 GIVEN TO NEW CLAIMANT.

15. Basis of Claim: PERMIT



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: 2/21/95

LEGAL DESCRIPTION OF PROPERTY: Township 9 South Range 17 E of Boise Meridian
Section 8, E 1/2 1/4 of SW 1/4 1/4 of SW 1/4 1/4 Goyt Lot 1, BM. Jerome County, ID
Lot 1, Block, SW 1/4, NW 1/4, Subdivision/Townsite SW 1/4, NW 1/4
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: A 36 08 197
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): John Harrel & Camillia Gomez
- ☐ New Owner/Claimant (Purchaser): Dan & Pam Popa
- ☐ New Mailing Address: 400 S 100 E
Jerome, ID
83338
- ☐ New Telephone Number: (208) 324-1485
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes ☒ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: _____

(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): Pam Popa Date 6/21/95
- ☐ Signature of Former Owner/Claimant(s): _____ 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: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: _____ By: _____

Claim Numbers of Split, if any:

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JUN 21 1995
Department of Water Resources
Southern Region

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

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WARRANTY DEED

For Value Received

**JOHN B. HARRAL, an unmarried man and CAMELIA K. GOMEZ, who
acquired title as CAMELIA K. HARRAL, a married woman as her
sole and separate property**

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

DAN R. POPA and PAM J. POPA, husband and wife

Whose address is: 450 South 100 East, Jerome, Idaho 83338

Hereinafter called the Grantee, the following described premises situated in **JEROME** County, Idaho,
to-wit: **PARCEL NO. 1:**

**TOWNSHIP 9 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 8: E $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$;

**EXCEPTING THEREFROM a strip of land 50 feet wide
along the South boundary for a roadway.**

PARCEL NO. 2:

**A non-exclusive easement and right of way for roadway over
and across the South 50 feet of the W $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$ of Section
8, Township 9 South, Range 17, East Boise Meridian, as cre-
ated by Warranty Deed dated March 17, 1989, recorded March
17, 1989 as Instrument Number 315155, Jerome County records.**

**TOGETHER WITH all water and water rights, ditches and ditch rights
used thereon or appurtenant thereto.**

CONTINUED ON EXHIBIT "A"

R E C E I V E D

JUN 21 1995

Department of Water Resources
Southern Region

**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: **February 21, 1995**


JOHN B. HARRAL


CAMELIA K. GOMEZ

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State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301-6105 (208) 736-3033
Fax (208) 736-3037

June 22, 1995

PHILIP E. BATT
Governor

KARL J. DREHER
Director

DAN AND PAM POPA
450 S 100 E
JEROME ID 83338

RE: SRBA Claim(s) A36-08197

Dear Mr. and Mrs. Popa:

Pursuant to the change in ownership request that has been submitted to the Department, we have changed the record of current ownership to you. Please find the enclosed copies of the computer record of the claim(s) noting the change in claimant. Review these records and if there is an error, or you have any questions, please contact this office.

Since this claim is listed on the Snake River Basin Adjudication Director's Report, don't forget to file the Standard Form #3 with the Adjudication Court in Twin Falls.

Sincerely,

A handwritten signature in cursive script, reading 'Trish Fawcett'.

Trish Fawcett
Technical Records Specialist

enc.

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Water Right Number - 36-08197

Prefix Translation: WATER RIGHT

Old (D) Number -

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

*** C - CURRENT OWNER ***
POPA

DAN

1 - 450 S 100 E

2 -

3 -

City- JEROME

State- ID Zip- 83338

Phone - 208-324-1485

POPA

PAM

1 - 450 S 100 E

2 -

3 -

City- JEROME

State- ID Zip- 83338

Phone - 208-324-1485

*** D - DIR RPT OWNER ***
SEVERSON

ELEANOR

1 - RT 3 BOX 3888

2 -

3 -

City- JEROME

State- ID Zip- 83338

Phone - 208-000-0000

SEVERSON

ROLAND O

1 - RT 3 BOX 3888

2 -

3 -

City- JEROME

State- ID Zip- 83338

Phone - 208-324-8237

+ - - Priority Date - - +
06/07/1983+ - - - Region - - - +
17 SOUTHERN+ - - - Stage - - - +
L - LICENSE

+ - - - Status - - - +

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

+ - - - - Tributary - - - - - +

+ - - - - Point of Diversion - - - - - +

TwN	Rng	Sec	Tract	Lot	RFlg	County
09S	17E	8	SW SW NW		(53)	JEROME

Code	Description	Period From	Water Use Period To	Diversion Rate	Diversion Volume
01 - IRRIGATION		04/01	10/31	0.060	8.00
43 - DOMESTIC		01/01	12/31	0.040	0.60

+ - Total Div. Rate - +
0.080+ - Total Div. Volume - +
8.60+ - Total Consumptive Use - + + - KW Usage - +
6.0

TwN	Rng	Sec	Tract	Lot	Acres	Code	Description	County
09S	17E	8	SW NW		2.5	01	IRRIGATION	(53) JEROME
09S	17E	8	SW NW			43	DOMESTIC	(53) JEROME

Total Acres: 2.5

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Water right number - 36-08197

Prefix Translation: WATER RIGHT

+ - - Diversion Means - WELL AND PUMP

+ - - Non-Irrigation Use - DOMESTIC/ 1 HOUSE

+ - - Other Rights for Same Use - NONE

+ - - - - - Remarks - - - - - +
No Remarks found.

+ - - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers Found

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

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

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

Date: 12/11/1991 User Id: MERRITT Subject: REVIEW OF ACRES.
THERE APPEARS TO BE A CLERICAL ERROR IN LICENSING OF ACRES. RECORDS INDICATE PARCEL CONTAINS 2.5 ACRES AND OUT OF THIS
0.5 ACRES IS TAKEN UP AS ROADWAY, HOUSE, ETC. LEAVING 2.0 BEING IRRIGATED. THE FIELD EXAM FINDS THIS AND RATES AND VOLUME WERE
LICENSED FOR THE 2.0 ACRES IRRIGATED HOWEVER THE LICENSE LISTS 2.5 ACRES. THIS CLAIM IS BEING RECOMMENDED AS 2.0 ACRES ASSUMING
THIS HAS BEEN A CLERICAL ERROR &/OR THE 0.5 HAS BEEN LOST DUE TO NON-USE SINCE 1985 WHEN EXAM CONDUCTED.
Date: 09/14/1992 User Id: SCHULTZ Subject: NOTICE OF ERROR (NOE)
RECEIVED NOE 9/11/92. CHANGED NOE FLAG FROM BLANK TO A. CLAIM VERIFIED 3/13/92. DID NOT REVERIFY ANY PART OF CLAIM.
Date: 10/07/1992 User Id: SOUTH3 Subject: RECOMMENDATION CHANGED
THIS RT. WAS FIELD EXAMINED IN 1985 AND LICENSED IN 1989. THE CLAIM WAS APPARENTLY VERIFIED WITHOUT AN ADDITIONAL FIELD
EXAMINATION. J. STANTON'S COMMENT ON THE ORIGINAL EXAM REFERS TO THE IRRIGATION OF 2.0 ACRES ON A PARCEL OF 2.5 ACRES BUT THE
LICENSE WAS GRANTED ON 2.5 IRRIGATED ACRES. I RECOMMEND THAT THE RT. STAND AS LICENSED WITHOUT FURTHER FIELD EXAMINATION.
Date: 06/22/1995 User Id: TFAWCETT Subject: NAME CHANGE
CHANGE OF OWNERSHIP 6-22-95. REC'D 6-21-95. SF3 GIVEN TO NEW CLAIMANT TO FILE.

+ - - Audit Fields - - +
06/22/95 TFAWCETT

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

Court Report Filing	- 11/02/1992	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	- 12/07/1988	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- S004310	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- AND/OR	Presumption Flag	-
				Notice of Error Flag	- C

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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 12 1990

Ident. Number: A36-08197
Date Received: 12/07/1988
Receipt No: S004310
Received By: lu

Department of Water Resources
Southern Region Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JOHN B. HARRAL 208-324-4122
Address: 450 SOUTH 100 EAST
JEROME, ID 83338

AND/OR

Name: CAMELIA K. HARRAL 208-324-4122
Address: 450 SOUTH 100 EAST
JEROME, ID 83338

2. Date of Priority: JUN 07, 1983

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
09S	17E	8	SW	NW			JEROME

5. Description of diverting works:
WELL AND PUMP

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		
DOMESTIC	01/01	12/31	0.040		

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

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSE

A36-08197

Page 1

Date: 01/29/90

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10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
09S	17E	8	SW NW		IRR	3.0
					Section Acres	3.0
					Total Acres	3.0

11. Place of use in counties: JEROME

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

13. Other Water Rights Used:
NONE

14. Remarks:
P/U = 2.5 ACRES.

15. Basis of Claim: PERMIT

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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):

Camelia H. Hara

Date:

1/29/90

Date:

State of Idaho

County of

of

)
) SS.
)

Subscribed and sworn (or affirmed) before me this 29 day

of

Jan

19

90

Loi White
Notary Public

Seal

Residing at

of

My Commission Expires

5/94

CHANGE IN OWNERSHIP OF NOTICE OF CLAIM

- [] Water Right Number(s): A36-08197
- [] Name and Address of Former Claimant: Roland + Eleanor Severson
Kt 3 Box 3888
Jerome 83338
- [] New Claimant(s): John +/or Camelia Harral
- [] New Mailing Address: 450 South 100 East
Jerome 83338

New Telephone Number: (208) 324-4122

- [] 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): Camelia K. Harral

Date: 1/29/90

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 1/29/90 By: lw

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: By:

Claim Numbers of Split, if any:

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FEB 05 1993

RECEIVED

FEB 12 1990

Department of Water Resources
Southern Region Office

DEED OF TRUST NOTE

\$ 65,000.00

Gooding, Idaho, March 16, 1989

For Value received, I, We, or either of us promise to pay to the order of:

ROLAND O. SEVERSON AND ELEANOR SEVERSON, husband and wife

The Principal sum of SIXTY-FIVE THOUSAND AND NO/100 Dollars \$65,000.00

in lawful money of the United States of America, with interest thereon at the rate of Ten

percent per annum from March 17, 1989

Monthly installments of \$627.26, including interest, with first payment due April 17, 1989, with a like payment due on the 17th day of each and every month thereafter, with entire balance plus accrued interest due in full on or before March 17, 2009.

Payments to be credited first to interest then due with the balance applied to principal.

In the event of sale, alienation or conveyance of all or any portion of the property described in the Deed of Trust securing this note, whether voluntary or involuntary and irrespective of the maturity dates expressed herein, any indebtedness or obligation secured hereunder, at the option of the holder, shall immediately become due and payable.

The maker hereof may repay any or all sums due hereunder at anytime without prior notice to the holder and without penalty or premium of any kind.

In case of failure to pay any installment when same shall become due, the holder at his option, may declare the whole principal hereof as immediately due and payable. In case this note is collected by an attorney, either with or without suit the undersigned hereby agree to pay a reasonable attorney's fee.

This note is secured by a Deed of Trust of even date executed by the undersigned on certain real property described therein.

The undersigned hereby waive presentment, protest, and notice.

Acceptance by Sellers:

Roland O. Severson
Eleanor Severson

John B. Harral
John B. Harral

Camelia K. Harral
Camelia K. Harral

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FEB 05 1993

THIS DEED OF TRUST, Made this 16th day of March, 1989, BETWEEN

JOHN B. HARRAL AND CAMELIA K. HARRAL, husband and wife herein called GRANTOR, whose address is 450 S 100 E, Jerome, Idaho 83338 FIRST AMERICAN TITLE COMPANY, herein called TRUSTEE, and ROLAND O. SEVERSON AND ELEANOR SEVERSON, husband and wife

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

Township 9 South, Range 17, East of the Boise Meridian, Jerome County, Idaho.

Section 8: E½S½ SW½SW½NW½

EXCEPTING therefrom a strip of land 50 feet wide along the South boundary for a roadway.

TOGETHER WITH a non-exclusive easement and right of way for roadway over and across the South 50 feet of the W½S½SW½SW½NW½ of said Section.

In the event of sale, alienation or conveyance of all or any portion of the property described in this Deed of Trust, whether voluntary or involuntary and irrespective of the maturity dates expressed herein, any indebtedness or obligation secured hereunder, at the option of the holder, shall immediately become due and payable.

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

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of SIXTY-FIVE THOUSAND AND NO/100 Dollars, (\$65,000.00),

final payment due March 17, 2009

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

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

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

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

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

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

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

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

B. It is mutually agreed that:

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

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

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

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

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

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

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

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

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

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

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

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

John B. Harral
John B. Harral

Camelia K. Harral
Camelia K. Harral

STATE OF IDAHO, COUNTY OF Twin Falls
On this 17th day of March, 1989,
before me, a Notary Public in and for said State, personally
appeared

John B. Harral and Camelia K. Harral
known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

[Signature]
Notary Public,
Residing at Twin Falls, Idaho.
Comm. Expires: 1-22-91

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

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

Ex-Officio Recorder.

By _____ Deputy

Fees: \$
Mail to:

DEED OF TRUST
WITH POWER OF SALE

GRANTOR
FIRST AMERICAN TITLE COMPANY

TRUSTEE

BENEFICIARY

1989
MAR 17 11 07 AM '89
JEROME COUNTY, IDAHO
Fees \$6.00 SEP 14 1989
Dated

FIRST AMERICAN TITLE COMPANY

315156

FIRST AMERICAN TITLE COMPANY

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

Idaho,

, 19

To FIRST AMERICAN TITLE COMPANY
, Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that
the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address

Telephone No.

Log for claim 36-08197

Spatial Dynamics LTD

8/28/01

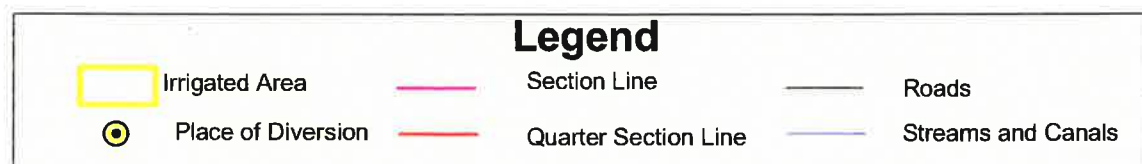
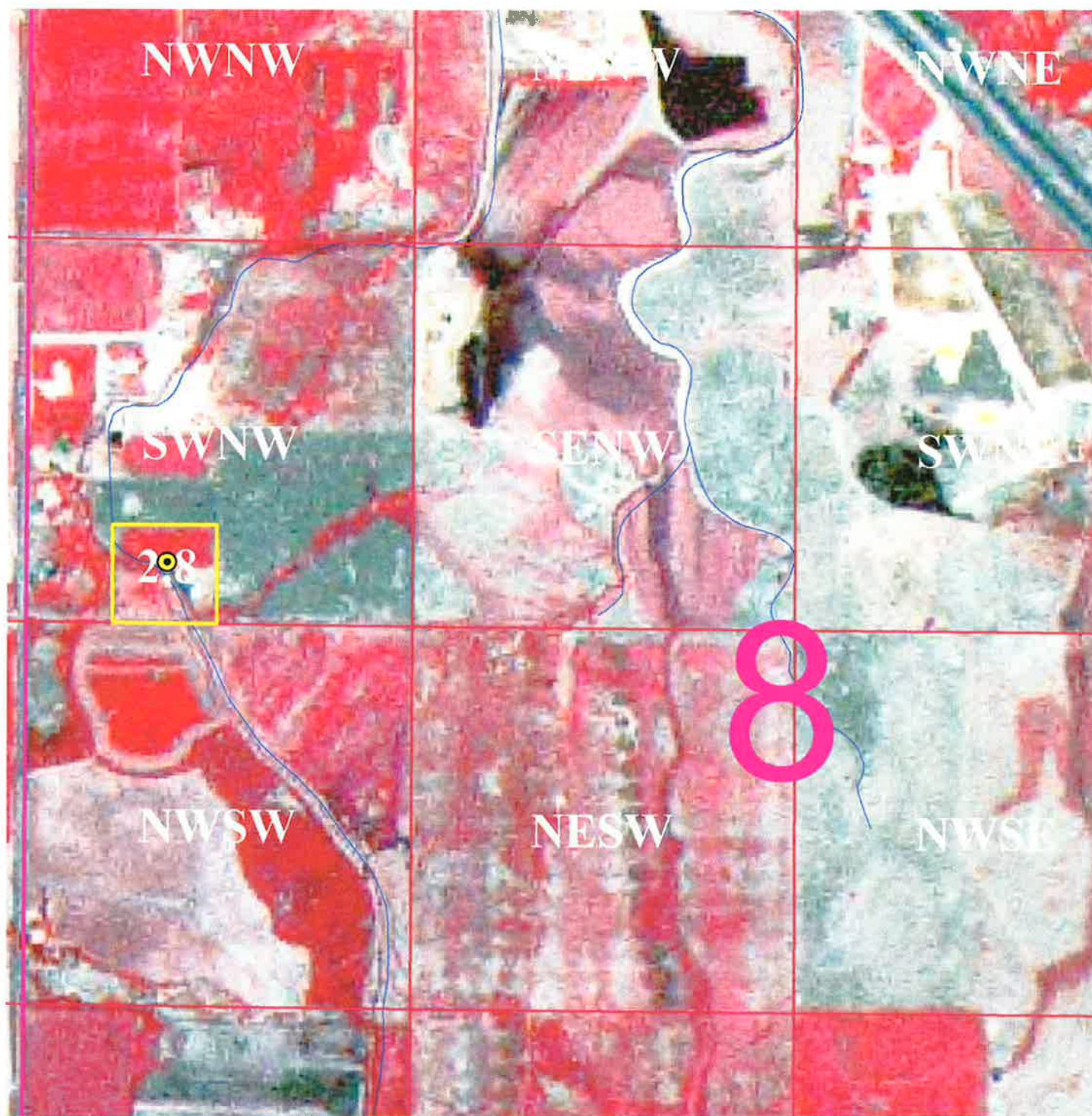
TR	SEC	QQ	Acres Recommended	Acres Found	COMMENT
09s17e	8	SWNW	2.5	2.8	
Totals:			2.5	2.8	

SCANNED
JUN 24 2021

 SPATIAL
DYNAMICS

Water Right Claim Number 36-08197
Township , 9S17E

08/28/2001



NOTICE OF ERROR

RESPONSE

CORRECTED R PROOF

MICROFILMED
FEB 05 1993

NOTICE OF ERROR FORM

AUG-24-1992

RECEIVED

SEP 11 1992

Department of Water Resources

Please type or print clearly, fill out completely, and return to:

Idaho Department of Water Resources

Statehouse Mail

Boise, Idaho 83720-9000

The notice of error must be received at IDWR by the **deadline date** printed below with your proposed recommendation.

YOUR DEADLINE FOR FILING A NOTICE OF ERROR IS: SEP-24-1992

1. Water right number: 36-08197

2. Name: John Band Camelia K. Narra

Address: 4508. 1002

Jerome, Idaho, 83338

Weekday Telephone Number:

1-208-733-7774 (Camelia)

MICROFILMED

FEB 05 1993

TEAR AT PERFORATIONS AND COMPLETE FORM ON OTHER SIDE

(Instead of filling in items 3 and 4 below you may include a copy of your proposed recommendation with the changes marked on this copy.)

3. Describe the portion of proposed recommendation with which you disagree:

Total Acres should be 2.5
on irrigation instead of 2.0

4. Describe the changes you wish to have made in the proposed recommendation:

Copy of water rights enclosed.

5. Describe why you disagree with the proposed recommendation:

6.

Date:

Sept 6, 92

SIGNATURE

Amelia K. Warral



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

October 7, 1992

JOHN AND CAMELIA HARRAL
450 S 100 E
JEROME ID 83338

Re: Snake River Basin Adjudication (SRBA)
Notice of Error Response
Recommended Right No. 36-08197

Dear Mr. and Mrs. Harral,

You recently filed a Notice of Error with IDWR concerning the water right referenced above. After further review, changes have been made to your recommendation. A copy of your recommendation, with highlighted changes, is enclosed.

Please contact this office if you have other questions or concerns.

Sincerely,

Roxanne McCarthy
Sr. Water Resource Agent
Adjudication Bureau

RM:rm

MICROFILMED

FEB 05 1993

AJ0749NP
No. R36-08197

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

VERIFIED BY

R. McCarthy
10-7-92

DATE: 10/07/92
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	JOHN B HARRAL	06/07/1983	IRRIGATION	04-01 10-31	0.06 CFS	8.0 AFA
C	CAMELIA K HARRAL		DOMESTIC	01-01 12-31	0.04 CFS	0.6 AFA
	450 S 100 E					
	JEROME ID 83338					
	(208) 324-4122					
				TOTAL DIVERSION:	0.08 CFS	8.6 AFA
				CONSUMPTIVE USE:		6.0 AFA

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:

T09S R17E S08

SWSWNW

JEROME County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE										
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM		
---	---	---	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	---
09S	17E	8	:					:					:					:							:	2.5
																							TOTAL ACRES	:	2.5	

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE										
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:			
---	---	---	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	
09S	17E	8	:					:					:					:							:	
																							D	:		

POU County: JEROME

Non-Irrigation Uses: DOMESTIC/ 1 HOUSE

Other Rights: NONE

Dates: Exam Made Date: Verified Date: 10/07/1992

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

Comments: Date: 12/11/1991 User-ID: MERRITT Subject: REVIEW OF ACRES.
THERE APPEARS TO BE A CLERICAL ERROR IN LICENSING OF ACRES.
RECORDS INDICATE PARCEL CONTAINS 2.5 ACRES AND OUT OF THIS
0.5 ACRES IS TAKEN UP AS ROADWAY, HOUSE, ETC. LEAVING 2.0 BEING
IRRIGATED. THE FIELD EXAM FINDS THIS AND RATES AND VOLUME WERE
LICENSED FOR THE 2.0 ACRES IRRIGATED HOWEVER THE LICENSE LISTS
2.5 ACRES. THIS CLAIM IS BEING RECOMMENDED AS 2.0 ACRES ASSUMING
THIS HAS BEEN A CLERICAL ERROR &/OR THE 0.5 HAS BEEN LOST DUE TO
NON-USE SINCE 1985 WHEN EXAM CONDUCTED.

Date: 09/14/1992 User-ID: SCHULTZ Subject: NOTICE OF ERROR (NOE)
RECEIVED NOE 9/11/92. CHANGED NOE FLAG FROM BLANK TO A.
CLAIM VERIFIED 3/13/92. DID NOT REVERIFY ANY PART OF CLAIM.

MICROFILMED
FEB 05 1993

=====

Date: 10/07/1992 User-ID: SOUTH3 Subject: RECOMMENDATION CHANGED
THIS RT. WAS FIELD EXAMINED IN 1985 AND LICENSED IN 1989. THE
CLAIM WAS APPARENTLY VERIFIED WITHOUT AN ADDITIONAL FIELD
EXAMINATION. J. STANTON'S COMMENT ON THE ORIGINAL EXAM REFERS TO
THE IRRIGATION OF 2.0 ACRES ON A PARCEL OF 2.5 ACRES BUT THE
LICENSE WAS GRANTED ON 2.5 IRRIGATED ACRES. I RECOMMEND THAT THE
RT. STAND AS LICENSED WITHOUT FURTHER FIELD EXAMINATION.

Audit: 10/07/92 SOUTH3

MICROFILMED
FEB 0 5 1993

R PROOF



CVR



MAPS



PHOTOS



MISC



MICROFILMED

FEB 05 1993

Water Right Number - R36-08197 Prefix Translation: RESEARCH Old (D) Number -

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

*** C - CURRENT OWNER ***
HARRAL

JOHN B

1 - 450 S 100 E
2 -
3 -
City- JEROME
Phone - 208-324-4122

State- ID Zip- 83338

HARRAL

CAMELIA K

1 - 450 S 100 E
2 -
3 -
City- JEROME
Phone - 208-324-4122

State- ID Zip- 83338

*** O - ORIGINAL OWNER ***
SEVERSON

ELEANOR

1 - RT 3 BOX 3888
2 -
3 -
City- JEROME
Phone - 208-000-0000

State- ID Zip- 83338

SEVERSON

ROLAND O

1 - RT 3 BOX 3888
2 -
3 -
City- JEROME
Phone - 208-324-8237

State- ID Zip- 83338

+ - - Priority Date - - +
06/07/1983

+ - - Region - - - +
17 SOUTHERN

+ - - Stage - - - +
L - LICENSE

+ - - Status - - - +

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

+ - - - - Tributary - - - - - +

+ - - - - Point of Diversion - - - - - +

TwN	Rng	Sec	Tract	Lot	RFlg	County
09S	17E	8	SW SW NW		(53)	JEROME

+ - - - - Water Use - - - - - +

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
01 - IRRIGATION		03/15	11/15	0.060	8.00
43 - DOMESTIC		01/01	12/31	0.040	0.60

+ - Total Div. Rate - +	+ - Total Div. Volume - +	+ - Total Consumptive Use - +	+ - KW Usage - +
0.080	8.60	6.0	

+ - - - - Place of Use - - - - - +

TwN	Rng	Sec	Tract	Lot	Acres	Code	Description	County
09S	17E	8	SW NW		2.0	01	IRRIGATION	(53) JEROME
09S	17E	8	SW NW			43	DOMESTIC	(53) JEROME

MICROFILMED
FEB 0 5 1993

Water right number - R36-08197

Prefix Translation: RESEARCH

Tw	Rng	Sec	Tract	Lot	Acres	Code	Description	County
----	-----	-----	-------	-----	-------	------	-------------	--------

Total Acres: 2.0

+ - - Diversion Means - WELL AND PUMP

+ - - Non-Irrigation Use - DOMESTIC/ 1 HOUSE

+ - - Other Rights for Same Use - NONE

+ - - - - - Remarks - - - - -
No Remarks found.

+ - - - - - Old Water Right Numbers - - - - -
No Old Water Right Numbers Found

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

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

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

Date: 12/11/1991 User Id: MERRITT Subject: REVIEW OF ACRES.
THERE APPEARS TO BE A CLERICAL ERROR IN LICENSING OF ACRES. RECORDS INDICATE PARCEL CONTAINS 2.5 ACRES AND OUT OF THIS
0.5 ACRES IS TAKEN UP AS ROADWAY, HOUSE, ETC. LEAVING 2.0 BEING IRRIGATED. THE FIELD EXAM FINDS THIS AND RATES AND VOLUME WERE
LICENSED FOR THE 2.0 ACRES IRRIGATED HOWEVER THE LICENSE LISTS 2.5 ACRES. THIS CLAIM IS BEING RECOMMENDED AS 2.0 ACRES ASSUMING
THIS HAS BEEN A CLERICAL ERROR &/OR THE 0.5 HAS BEEN LOST DUE TO NON-USE SINCE 1985 WHEN EXAM CONDUCTED.

+ - - Audit Fields - - +

03/13/92 ROBERTSO

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

Court Report Filing - 00/00/0000	Field Inspection Made - 00/00/0000	Civil Case Number - 39576
Objection Filed Date - 00/00/0000	Field Inspection Flag -	Old Case Number -
Response Filed Date - 00/00/0000	Verified Date - 03/13/1992	Old Judicial District -
Claim Received Date - 12/07/1988	Last Amended Date - 00/00/0000	Temporary Right - P
	Receipt Number - S004310	Water District -
	POU Ownership Flag - Y	Federal/State Indicator - S
	Name Connector - AND/OR	Presumption Flag -
		Notice of Error Flag -

MICROFILMED
FEB 05 1993

A. CHECK ONLY THE FOLLOWING THAT APPLY:

OWNERSHIP _____
FORFEIT/ABANDON _____
ADDITIONAL DIV. AMOUNT _____

ACCEPTED AS CLAIMED	NEEDS REVIEW
<u>N/A</u>	()
	()

MICROFILMED
FEB 05 1993

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 36-08197

TOTAL DIVERSION RATE OF WR SPLITS

DATABASE
0.080

EXAMINER
N/A

CFS

SPLITS:

OLD RIGHT
NUMBERS

CURRENT
CLAIM NUMBERS

DIVERSION
RATE

CURRENT "R"
CLAIM NUM.

"R" DIV.
RATE

WR RIGHT
NUMBERS

DIVERSION
RATE

-

A36-08197

0.120

-

36-08197

0.080

TOTAL CFS

0.120

0.080

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
N/A

REMARKS:

AUTHENTICATION:

SIGNATURE:



DATE:

12-9-91

NAME OF FIELD EXAMINER:

TITLE:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:00:15
09/08/90

PAGE: 12
QUICKLOOK INFORMATION

CLAIM NUMBER: A36-08197

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		SW 12-9-91	DB	
POINT OF DIV	Y			Y	6			
SOURCE				N				
CE OF USE	Y			Y	6			
DIV. AMOUNT CFS/VOLUME	Y			Y	6			
CONSUMPTIVE USE	-			Y				
PURPOSES				Y				
PERIOD OF USE				N				
BASIS OF CLAIM	Y			N				
REMARKS	Y			Y				
	Y			Y				

"VERIFIED BY" CODES

TOPO MAP/ORINO-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.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

00:00:15
09/08/90

PAGE: 1
GENERAL INFORMATION

CLAIM NUMBER: A36-08197

LAST: SEVERSON
ADDRESS: RT. 3 BOX 3888
CITY: JEROME
PHONE NUMBER: 208-324-8237
OWNER CODE: 0

FIRST: ROLAND O.
STATE: ID ZIP: 83338

LAST: SEVERSON
ADDRESS: RT. 3 BOX 3888
CITY: JEROME
PHONE NUMBER: 208-000-0000
OWNER CODE: 0

FIRST: ELEANOR
STATE: ID ZIP: 83338

LAST: HARRAL
ADDRESS: 450 S. 100 E.
CITY: JEROME
PHONE NUMBER: 208-324-4122
OWNER CODE: C

FIRST: JOHN B.
STATE: ID ZIP: 83338

LAST: HARRAL
ADDRESS: 450 S. 100 E.
CITY: JEROME
PHONE NUMBER: 208-324-4122
OWNER CODE: C

FIRST: CAMELIA K.
STATE: ID ZIP: 83338

FIELD EXAM REQUIRED?
VERIFICATION REQUIRED DUE TO REMARKS?
CLAIM REMARKS: P/U = 2.5 ACRES.

DATABASE
Y

FIELD
EXAMINER

MICROFILMED

FEB 0 5 1993

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: # A36-08197 PRIORITY DATE: 06-07-1983 STAGE: ~~P~~ L
B. WR RECORD: # 36-08197 PRIORITY DATE: 06-07-1983 STAGE: L

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

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

REMARKS: all are licensed

RECOMMENDED PRIORITY DATE:
06-07-1983

REVIEWED BY lw DATE 11/29/90

MICROFILMED
FEB 05 1993

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A36-08197	09S	17E	8	SW	SW	NW		JEROME

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX R PREFIX
A36-14577 NONE

WR RECORDS IN SAME 40 ACRE TRACT

36-07867
36-08279
36-08409
36-08515

SOURCE: GROUNDWATER

TRIB:

WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
36-08197	09S	17E	8	SW	SW	NW		JEROME

OTHER WR RECORDS WITH SAME WR POD

AJ CLAIMS IN SAME 40 ACRE TRACT
A PREFIX R PREFIX

36-07867
36-08279
36-08409

A36-14577 NONE
A36-14339
A36-13883
A36-14943
A36-14367
A36-14871

SOURCE: GROUNDWATER

TRIB:

C. FIELD EXAM REQUIRED?

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

DATABASE
Y
N

FIELD
EXAMINER
[Signature]

CLAIM NUMBER: 436-08197

REMARKS:

*confirmed with eng. li. adam
from ASGS Map*

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:
TWP. RGE. SEC. 42 12 8
SOURCE: GROUNDWATER

DATE: 11/29/90
TRIB: SW SW NW
LOT 1/4
COUNTY 53

REVIEWED BY:

11/29/90

MICROFILMED
FEB 05 1993

CLAIM NUMBER: A36-08197

A. FOOT WATER RIGHT NUMBERS: A36-08197

B. FOU LISTING

TWP RNG SEC 1/4 1/4 LOT NAME

09S 17E 8 SW NW

HARRAL, JOHN B.
LOCKWOOD, CHARLES I.
VANDENBERG, CAROLYN
WILCOX, FRANCIS
ALLEN, JOHN
GRAY, C. WILSON
VANOURNEY, LEO L.
LARGE CLAIM
LOCKWOOD, CHARLES I.
GRAY, C. WILSON
GLASMAN, GORDON O.
WILCOX, FRANCIS

TOTAL ACRES A36-08197

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

C. FIELD EXAM REQUIRED?

DUE TO FOU DISCREPANCY? (Y/N)

DATABASE

FIELD EXAMINER

PRESUMPTION FLAG:

REMARKS:

We are licensed - field exam made
9/27/1985 - see previous

RECOMMENDATIONS:

TOTAL ACRES:

2.5

REVIEWED BY:

W

DATE:

11/28/90

A. AJ CLAIMED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
A36-08197 IRRIGATION	FROM 03-15 TO 11-15	.080 CFS
A36-08197 DOMESTIC	FROM 01-01 TO 12-31	.040 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED		.120 CFS

B. WR RECORDED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
36-08197 IRRIGATION	FROM 03-15 TO 11-15	.060 CFS
36-08197 DOMESTIC	FROM 01-01 TO 12-31	.040 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED		.080 CFS

DIVERSION QUANTITY
8.00 AF/A
.60 AF/A
8.60 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
Y
N

FIELD EXAMINER
[Signature]

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?

Y() N(☒)

RECOMMEND TO WR STANDARDS OR OTHER?

Y(☒) N()

Explain in remarks, below.

REMARKS:

see water licensed

MICROFILMED

FEB 05 1993

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y() N(/)

AJ TOTAL CLAIMED DIVERSION RATE: 0.120 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: 0.080 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

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

LIST ALL RIGHTS WITH A SAME POB AND IRRIGATION USAGE:

CLAIM	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A36-08197	GROUNDWATER	HARRAL, JOHN B.	0.120	0.040		
A01-0021223	LARGE CLAIM	LARGE CLAIM	9999999.000	303.196		

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

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A36-08197	DOMESTIC	HARRAL, JOHN B.	FROM 01-01 TO 12-31	.040 CFS	
A36-14577	DOMESTIC	LOCKWOOD, CHARLES T.	FROM 01-01 TO 12-31	.040 CFS	
A36-13883	DOMESTIC	VANDENBERG, CAROLYN	FROM 01-01 TO 12-31	.040 CFS	
A36-14339	DOMESTIC	WILCOX, FRANCIS	FROM 01-01 TO 12-31	.045 CFS	
A36-14367	DOMESTIC	ALLEN, JOHN	FROM 01-01 TO 12-31	.040 CFS	
A36-14367	STOCKWATER	ALLEN, JOHN	FROM 04-01 TO 10-01	.020 CFS	
A36-14871	DOMESTIC	GRAY, C. WILSON	FROM 01-01 TO 12-31	.060 CFS	
A36-14871	STOCKWATER	GRAY, C. WILSON	FROM 01-01 TO 12-31	.020 CFS	
A36-14943	DOMESTIC	VANDOURNEY, LEO L.	FROM 01-01 TO 12-31	.040 CFS	
A36-14943	STOCKWATER	VANDOURNEY, LEO L.	FROM 01-01 TO 12-31	.020 CFS	

D.

RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE 0.03
ACRES 2.5 x 0.03 CFS/ACRE = .075 CFS 0.075
(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 = 9.0 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 AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y(X) N()

LICENSE

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

see limits licensed
system capacity = 36 GPM

MICROFILMED

FEB 05 1993

RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD FROM TO	REC. DIV RATE CPS	REC. DIV VOL. AF/A	REC. CONS. USE
IRRIGATION	03-15 11-15	DATABASE EXAMINER	DATABASE EXAMINER	DATABASE EXAMINER
DOMESTIC	01-01 12-31	~~0.080~~ <u>.06</u> ~~0.040~~	~~8~~ <u>.6</u> ~~8.6~~	~~9.0~~ <u>7.5</u> ~~7.5~~
TOTAL FOR THIS RIGHT		~~0.120~~ <u>.08</u>	~~8.6~~	

REVIEWED BY: lw

DATE: 11/30/90

Annual Volume
V (afa)

0.6

1

2.6

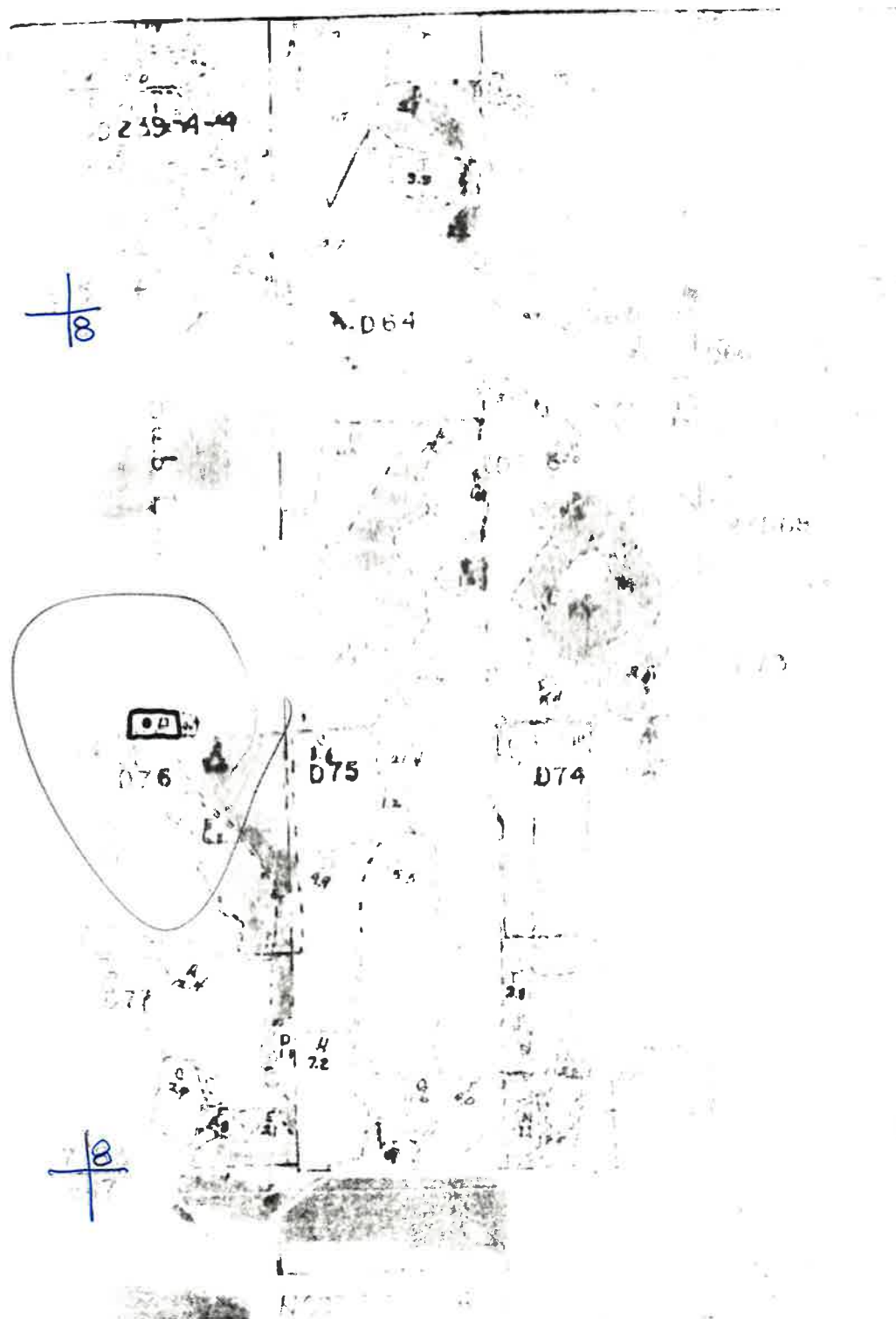
County

[illegible]

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FEB 5 1993

Date 9-27-85



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
LICENSING REPORT

RECEIVED
JUN 30 1986

36-817?
Permit No.

Department of Water Resources

1. Measurement Calculations

- a) Field Measurement Calculations (Include theoretical capacities and system capacity)

$$36 \text{ gpm} = 0.08 \text{ cfs}$$

$$2 \text{ ac} \times 0.03 \text{ cfs/ac} = 0.06 \text{ cfs allowed}$$

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- b) Volume Calculations for Irrigation:

$$V_{ir} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 2 \times 4 \times 8$$

$$V_{div} = (\text{Diversion Rate (cfs)}) \times (\text{Days in Irrigation Season}) \times 1.9836 = 0.08 \times 180 \times 1.9836 = 29.2$$

$$V = \text{Smaller of } V_{ir} \text{ and } V_{div} = 8$$

- c) Volume Calculations for Other Uses:

$$\text{Domestic} = \text{allow } 0.6 \text{ AFA}$$

2. Overlap Review

- a) Other water rights with same place of use: _____
- b) Other water rights with same point of diversion: _____
- c) Analysis: _____

No. or
Size

lers, c
with 10

Calib.
Date

heets attached

Remarks

exam.

Totals

2

13. ☐ Photo of Diversion & System Attached ☒ Aerial Photo of Place of Use Attached
or Map of Irrigated Acreage Attached

14. Remarks Irrigation of large lawn & pasture. Lot is 2 1/2 acres. About 1/2 ac. is
not irrigated (house, driveway, & rocky ground on the east end of the lot). This
was determined in discussion w/permit holder.

15. Recommended Amendments
☐ Change P.D. as reflected above
☐ Change P.U. as reflected above

- ☐ Add F.D. as reflected above
☐ Add P.U. as reflected above

- ☒ None
☐ Other

16. Examiner's/Consultant's Signature J. Fullerton
Consultant's License Number _____
IDWR Director's Authorization to Conduct
Beneficial Use Examination _____

Date 9-27-85

Date

CONSULTANT SEAL

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FEB 05 1993