*PENDING SF4 w/ SRBA COURT.

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: **A36-15480**
Date Received: 1/18/1989
Receipt No: _____
Received By: SW

*CLAIM NOT FILED

SEE AMENDED CLAIM A36-07308

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DENNIS NEWTON 208-532-4396
   Address: RT 1 BOX 1468
   PAUL ID 83347
   AND/OR
   Name: RANDY NEWTON 208-532-4552
   Address: RT 1 BOX 1468
   PAUL ID 83347

2. Date of Priority: APR 1, 1958

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
07S	23E	23	NW NE		MINIDOKA

5. Description of diverting works:
   WELL & PUMP.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	6.000		1504.00
DOMESTIC	01/01	12/31	0.060		

7. Total Quantity Appropriated is:
   6.000 C.F.S. (and/or) 1504.00 A.F.A.

8. Total consumptive use is 1128.0 Acre Feet Per Annum.

9. Non-irrigation uses:
   DOMESTIC/ 1 TRAILER HOME, 1 LABOR HOME

10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
07S	23E	14	SW	SW		IRR	34.0
			SE	SW		IRR	21.0
			SW	SE		IRR	10.0
			SE	SE		IRR	1.0
					Section Acres		66.0
		23	NE	NE		IRR	33.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	39.0
			NE	NW		IRR	40.0
			NW	NW		IRR	39.0
			SW	NW		IRR	39.0
			SE	NW		IRR	40.0
					Section Acres		310.0
					Total Acres		376.0

11. Place of use in counties: MINIDOKA

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do ____ do not ____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
) SS.
County of _____)

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

of _____ 19 _____

_____
Notary Public

Seal

Residing at _____

My Commission Expires _____

Claim Fee $50.00
Late Fee $50.00
$100.00

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: **A36-15480**
Date Received: 1/18/1989
Receipt No: _____
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: DENNIS NEWTON 208-532-4396
   Address: RT 1 BOX 1468
   PAUL ID 83347
   AND/OR
   Name: RANDY NEWTON 208-532-4552
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   PAUL ID 83347

2. Date of Priority: APR 1, 1958

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
07S	23E	23	NW NE		MINIDOKA

5. Description of diverting works:
   WELL & PUMP.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	6.000		1504.00
DOMESTIC	01/01	12/31	0.060		

7. Total Quantity Appropriated is:
   6.000 C.F.S. (and/or) 1504.00 A.F.A.

8. Total consumptive use is 1128.0 Acre Feet Per Annum.

9. Non-irrigation uses:
   DOMESTIC/ 1 TRAILER HOME, 1 LABOR HOME

10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
07S	23E	14	SW	SW		IRR	34.0
			SE	SW		IRR	21.0
			SW	SE		IRR	10.0
			SE	SE		IRR	1.0
					Section Acres		66.0
		23	NE	NE		IRR	33.0
			NW	NE		IRR	40.0
			SW	NE		IRR	40.0
			SE	NE		IRR	39.0
			NE	NW		IRR	40.0
			NW	NW		IRR	39.0
			SW	NW		IRR	39.0
			SE	NW		IRR	40.0
					Section Acres		310.0
					Total Acres		376.0

11. Place of use in counties: MINIDOKA

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do ____ do not ____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
) SS.
County of _____)

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

of _____ 19 _____ _____
Notary Public

Seal

Residing at _____

My Commission Expires _____

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

Water Right Number - A36-15480 Prefix Translation: ADJUDICATION CLAIM Old (D) Number -

Last Name	First Name	Address
*** C - CURRENT OWNER ***		
NEWTON	DENNIS	1 - RT 1 BOX 1468 2 - 3 - City- PAUL State- ID Zip- 83347 Phone - 208-532-4396
NEWTON	RANDY	1 - RT 1 BOX 1468 2 - 3 - City- PAUL State- ID Zip- 83347 Phone - 208-532-4552

Priority Date	Region	Stage	Status
04/01/1958	17 SOUTHERN		Z - SEE REMARKS

Source	Tributary
GROUNDWATER	

Point of Diversion

Twn	Rng	Sec	Tract	Lot	RFlg	County
07S	23E	23	NW NE		(67)	MINIDOKA

Water Use

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
01	IRRIGATION	03/15	11/15	6.000	1504.00
43	DOMESTIC	01/01	12/31	0.060	

Total Div. Rate	Total Div. Volume	Total Consumptive Use	KW Usage
6.000	1504.00	1128.0	

Place of Use

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
07S	23E	14	SW SW		34.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	14	SE SW		21.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	14	SW SE		10.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	14	SE SE		1.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	NE NE		33.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	NW NE		40.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	SW NE		40.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	SE NE		39.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	NE NW		40.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	NW NW		39.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	SW NW		39.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	SE NW		40.0	01	IRRIGATION	(67) MINIDOKA

Total Acres: 376.0

Water right number - A36-15480 Prefix Translation: ADJUDICATION CLAIM

+ - - Diversion Means - WELL & PUMP.

+ - - Non-Irrigation Use - DOMESTIC/ 1 TRAILER HOME, 1 LABOR HOME

+ - - Other Rights for Same Use - NONE

+ - Remarks - +

GEN 10/20/98, DJ: CLAIM NOT ACTUALLY FILED. THIS RECORD WAS DRAFTED FOR SUBMITTAL WITH SF-4 AS LATE CLAIM. CLAIMANT WAS DIRECTED BY COURT TO AMEND LICENSED RIGHT CLAIM TO PREDATE PRIORITY INSTEAD. A RECOMMENDATION WAS DEVELOPED WHICH ADOPTED THIS CLAIM NUMBER TO DISTINGUISH BETWEEN EARLIER DEVELOPMENT AND THE LICENSED RIGHT. THIS RECORD IS BEING UPDATED TO HOST WITH A /Z STATUS TO CLEAR IT OFF THE TEMP DATABASE AND LEAVE TRACKS HOW THE RIGHT EVOLVED.

+ - Old Water Right Numbers - +

No Old Water Right Numbers Found

+ - Conditions of Approval - +

R31 - This right when combined with all other rights shall provide no
- more than .02 cfs per acre nor more than 4.0 afa per acre for
- irrigation of the lands above.

+ - - - - Decree Plaintiff - - - +

+ - - - - Decree Defendant - - - +

+ - Decree Date - +
00/00/0000

+ - - - - - - - - - - - - - - - - - - -

OF CLAIMS IN POLYGON 2

M NUMBERS 36-07308 36-15480 DATE 6/6/97

AGENT JR

TOTAL ACRES

FROM RECOMMENDATION 368

GEOGRAPHIC INFO SYSTEM 367.89

IGHT NO	TNS	RNG	SEC	NE NE	NE NW	NE SW	NE SE	NW NE	NW NW	NW SW	NW SE	SW NE	SW NW	SW SW	SW SE	SE NE	SE NW	SE SW	SE SE	
ECOM	07S	23E	14											34	21			10	01	60
GIS														34.07	21.58			9.43	.55	
ECOM	07S	23E	23	25	40	40	39	40	39	39	40									302
GIS				25.05	39.97	39.94	39.0	39.99	39.37	39.08	39.96									
ECOM																				
GIS																				
ECOM																				
GIS																				

UPDATED

B36-DBPOU.DBF _____

B36-DBPOD.DBF _____

POLYGON # UPDATED

ATTRIBUTES OF B36-POU.SHP (97) _____

ATTRIBUTES OF B36-POD.SHP (104) SENWNE-23

Water Right Number - 36-15480 Prefix Translation: WATER RIGHT Old (D) Number -

Last Name	First Name	Address
*** C - CURRENT OWNER ***		
NEWTON	DENNIS	1 - RT 1 BOX 1468 2 - 3 - City- PAUL State- ID Zip- 83347 Phone - 208-532-4396
NEWTON	RANDY	1 - RT 1 BOX 1468 2 - 3 - City- PAUL State- ID Zip- 83347 Phone - 208-532-4552

Priority Date	Region	Stage	Status
04/01/1958	17 SOUTHERN	D - DECREED	

Source: GROUNDWATER

Tributary:

Point of Diversion

Twn	Rng	Sec	Tract	Lot	RFlg	County	Diversion Name
07S	23E	23	SE NW NE			(67) MINIDOKA	

Water Use

Code	Description	Period From	Period To	Diversion Rate	Diversion Volume
01	IRRIGATION	04/01	10/31	4.560	

Total Div. Rate	Total Div. Volume	Total Div. Capacity	Total Consumptive Use	KW Usage
4.560			0.0	

Place of Use

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
07S	23E	14	SW SW		34.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	14	SE SW		21.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	14	SW SE		10.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	14	SE SE		1.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	NE NE		25.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	NW NE		40.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	SW NE		40.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	SE NE		39.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	NE NW		40.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	NW NW		39.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	SW NW		39.0	01	IRRIGATION	(67) MINIDOKA
07S	23E	23	SE NW		40.0	01	IRRIGATION	(67) MINIDOKA

Total Acres: 368.0

Diversion Means - WELL & 250 HP PUMP, 150 HP BOOSTER, SPRINKLERS

"DO NOT FILM"

Water right number - 36-15480 Prefix Translation: WATER RIGHT

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use - 36-07308

+ - Remarks - +

QNT USE OF THIS RIGHT WITH RIGHT NO. 36-07308 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 6.18 CFS AND A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1472.0 AF.

POU1 USE OF THIS RIGHT WITH RIGHT NO. 36-07308 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 368 ACRES IN A SINGLE IRRIGATION SEASON.
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 303 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

CON USE OF THIS RIGHT WITH RIGHT NO. 36-07308 IS LIMITED TO A TOTAL COMBINED ANNUAL CONSUMPTIVE USE VOLUME OF 1104.0 AF.

EXP RIGHT NO. 36-07308 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

+ - Old Water Right Numbers - +
No Old Water Right Numbers found.

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

+ - - - - Decree Plaintiff - - - - +	+ - - - - Decree Defendant - - - - +	+ - Decree Date - +
STATE OF IDAHO	UNITED STATES ET AL	02/10/1997

+ - - Audit Fields - 07/28/95 SCLELLAN 07/31/95 SCLELLAN 09/13/95 CFRITSCH 09/05/96 CFRITSCH 02/11/97 PD-DSHAF

+ - - - - - - - - - - - - - - - - - - -

Water right number - 36-15480 Prefix Translation: WATER RIGHT

+ - Adjudication Rights Dates and Flags Area - +

Licensed Date	- 00/00/0000	Receipt Number	- X777777	Federal/State Indicator	- S
		POU Ownership Flag	- Y	Presumption Flag	-
		Name Connector	- AND/OR	Notice of Error Flag	-

"DO NOT FILM"

From: DWR03::CFRITSCH 11-SEP-1995 14:19:37.22
To: DWR60::SCLELLAN
CC: CFRITSCH
Subj: NEWTON'S "AMENDED CLAIM" 36-07308

Hi Steve,

Nick has asked me to review the revised recommendation of 36-07308 and 36-15480. Your work and attention to detail is excellent as usual. I did have a question about what would be typical to expect for drawdown for the aquifer in that area. The well log put the static water level at 313 feet, and using the information in the 1979 field exam that found a system capacity of 6.18 cfs, it seems like the pumping level must be close to the static water level. Also, Dave Shaw suggested that since a portion of the water use was perfected prior to the permit, that we should consider having the two rights add up to 6.18 cfs, rather than limit them to the 6.00 cfs.

Thanks for the good work!

Carter

VERIFIED BY Su

AJ0749NP
No. R36-15480

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

DATE: 07/31/95
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	DENNIS NEWTON RT 1 BOX 1468 PAUL ID 83347 (208) 532-4396	04/01/1958	IRRIGATION	04-01	10-31	4.85 CFS	
				TOTAL DIVERSION:		4.85 CFS	
C	RANDY NEWTON RT 1 BOX 1468 PAUL ID 83347 (208) 532-4552						

Water Source: GROUNDWATER Tributary to: Stage: BENEFICIAL USE

Point(s) of Diversion: T07S R23E S23 SENWNE MINIDOKA County

Place of use Legal Description for: IRRIGATION

			NE				NW				SW				SE				
			NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	
T	R	S	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	Lt Ac	SUM
07S	23E	14											34	21			10	01	66.0
07S	23E	23	25	40	40	39	40	39	39	40									302.0
																	TOTAL ACRES		368.0

POU County: MINIDOKA

Other Rights: 36-07308

Remarks: USE OF THIS RIGHT WITH RIGHT NO. 36-07308 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 6.0 CFS, A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1472 AF, A TOTAL COMBINED ANNUAL CONSUMPTIVE USE VOLUME OF 1104 AF, AND TO THE IRRIGATION OF A COMBINED TOTAL OF 368 ACRES IN A SINGLE IRRIGATION SEASON.
THIS RIGHT IS LIMITED TO THE IRRIGATION OF 303 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

Dates: Exam Made Date: Verified Date: 07/31/1995

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

Comments: Date: 07/28/1995 User-ID: SCLELLAN Subject: RECOMMENDATION

Comments: Date: 07/28/1995 User-ID: SCLELLAN Subject: RECOMMENDATION
ACTUAL CLAIM FILING TO BASE THESE RIGHT ON IS NOT YET SETTLED.
DETAILS WILL BE WORKED OUT WITH THE COURT OFFICERS.
REVIEW OF ADDITIONAL DOCUMENTS SUPPORTS THIS EARLIER RIGHT FOR A
PORTION OF THE OTHER RIGHT 36-07308.

Audit: 07/31/95 SCLELLAN

RECOMMENDED PERMISSIBLE PLACE OF USE:

CLAIMS: A36-07308
A36-15480

	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
A36-15480		7S	23E	14											20	21			7	1	49	
A36-07308															19				3		17	
PPU	TOTAL														34	21			10	1	66	

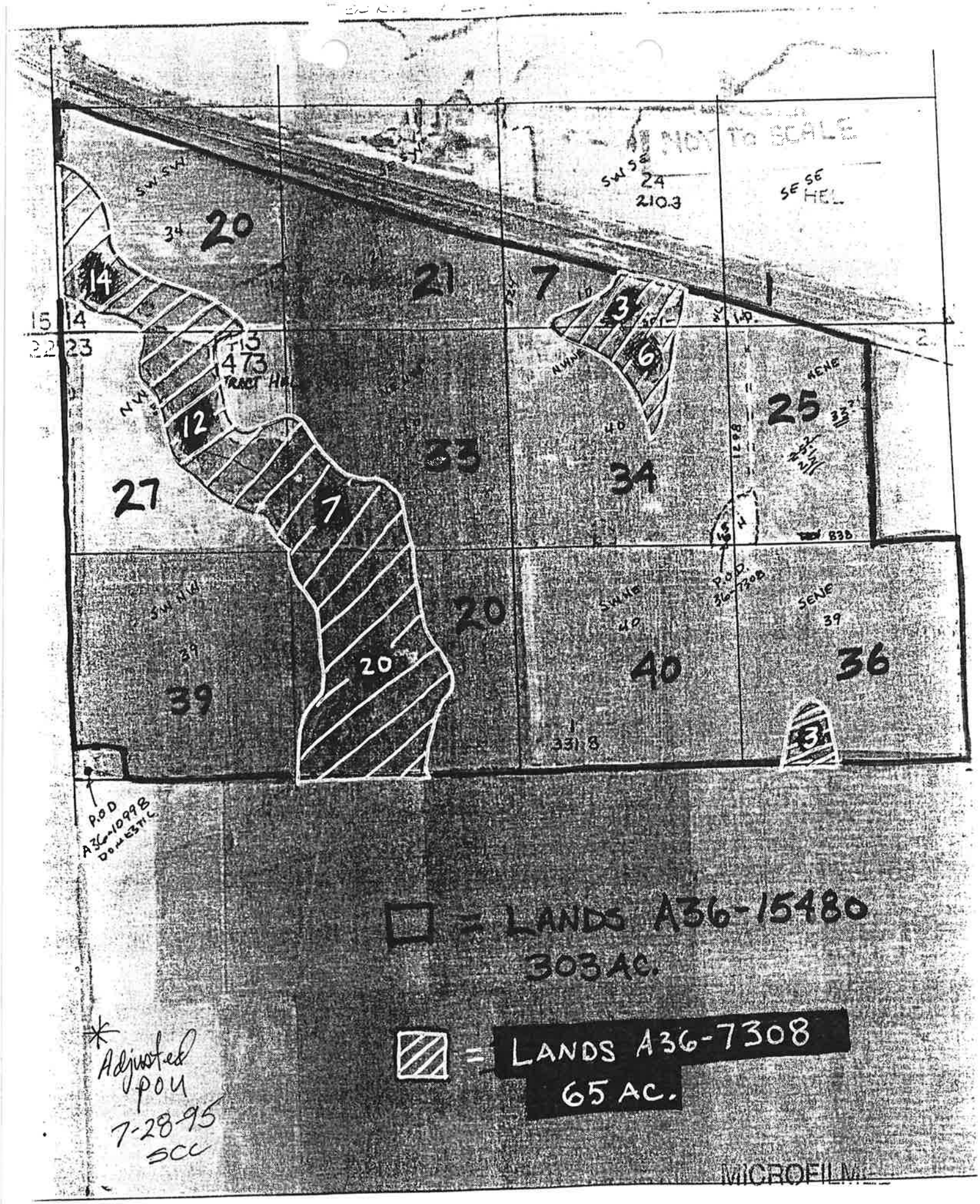
	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
A36-15480		7S	23E	23	25	34	40	36	33	27	39	20									254	
A36-07308						6		3	7	12		20									48	
PPU	TOTAL				25	40	40	39	40	39	39	40									302	= 368

	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		

	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		

CU = 3 x 368 = 1104 AF
VOL = 4 x 368 = 1472 AF

ECC 7-31-95



MICROFILMED
FEB 03 1993

MEMO

TO: SRBA FILE A36-07308 & A36-15480
FROM: STEVE CLELLAND
DATE: July 28, 1995

RE: REVISED RECOMMENDATION

==========

THIS REVISION OF THE RECOMMENDATION OF THESE RIGHTS IS BASED ON RESULTS OBTAINED IN SETTLEMENT CONFERENCE PROCEDURES. ADDITIONAL DOCUMENTATION OF THE PROOF OF PRIORITY AND WATER USES WAS PROVIDED BY MR. NEWTON AND IT HAS CHANGED THE FINAL RECOMMENDATIONS FOR THIS SYSTEM.

THE CLAIM A36-07308 WILL REPRESENT THE REMAINING PORTION OF THE EXISTING LICENSED RIGHT. THE CLAIM A36-15480 WILL REPRESENT THE BENEFICIAL USE AS ESTABLISHED BY THE ADDITIONAL INFORMATION AND REVIEW. (AT THE TIME OF THIS MEMO IT WAS NOT YET ESTABLISHED HOW TO PROVIDE A PROCESS FOR THE CLAIMANT TO ACTUALLY "CLAIM" THIS BENEFICIAL USE. EITHER BY THE AMENDED ORDER OR TO FILE MOTION TO FILE A LATE CLAIM.)

A36-07308	A36-15480	TOTAL RIGHT
03-02-1973	04-01-1958	--
1.15 CFS	4.85 CFS	6.0 CFS
65.0 AC.	303.0 AC.	368.0 ACRES

THE BENEFICIAL USES WERE ESTABLISHED BY THE PUMP IN USE IN 1958. THE PUMP TEST SHOWS 2600 GPM (5.79 CFS) AND THE PROOF OF BENEFICIAL USE STATEMENT STATES 2025 GPM (4.51 CFS). THEORETICAL CALCULATION OF THE CONDITIONS IN 1975, ASSUMING 350' LIFT, EQUALLED 4.40 CFS. THE TEST PUMP FIGURE APPEARS HIGH IN RELATION TO THE OTHER MEASUREMENTS.

THE PLACE OF USE WAS BASED ON THE ONLY AVAILABLE MAP, AN ASCS 1968 FLIGHT. THE ASCS ACRES ADD UP TO 303 ACRES. THIS IS THE GRAVITY SYSTEM THAT WAS IN PLACE SIMILAR TO THE ORIGINAL SYSTEM AS DEVELOPED.

THE CURRENT SYSTEM IS 6.0 CFS ON 368 ACRES AND THE PER ACRE RATE IS 0.016 CFS/AC. THIS RATE WAS APPLIED TO THE ACRES FOUND IN 1968 TO RESOLVE THE FLOW RATE VARIATIONS AS DESCRIBED ABOVE. THEREFORE, 303 ACRES X 0.016 CFS/AC = 4.85 CFS; THIS IS THE RECOMMENDED FLOW RATE FOR THE BENEFICIAL USE RIGHT. (THE AVERAGE OF THE THREE FLOW RATES = 4.90 CFS.)

Paul, Idaho
July 19, 1995

To whom it may concern:
RE: Dennis and Randy Newton Farm.

I, Mack W. Neibaur, have lived in this area since MAY of 1951, and I am familiar with all of the development that has taken place since then.

This farm, that Newtons are applying for a corrected water right priority date for, was transferred to Mr. Bakr by Julion Clawson Farms about 1954 or 1955. Mr Baker started to clear the land and do some leveling in 1956, at the same time drilling a well. The drilling was delayed for a time but was completed in late 1957 or early 1958 and the pump was installed in the spring of 1958.

Theron and Glen Stokes took possession during the winter of 1960--1961 and farmed the land in 1961 and for several years. They then either leased or sold to another party who later sold to Newtons.

I can verify that water was used beneficially on this farm in 1961, continuing to the present.

Since Mr. Baker had other developments in this area and should have been familiar with procedures, I would think he may have filed for a permit in 1957 or 1958, but a check of the records would show this.

Newel Baker was the developer.

Sincerely,

Mack W. Neibaur

Mack W. Neibaur
Rt. 1 Box 1478
Paul, Idaho

CONDITIONAL SALE CONTRACT

LAYNE & BOWLER PUMP COMPANY

MANUFACTURERS OF

DEEP WELL TURBINE PUMPS

LAYNE & BOWLER PUMP COMPANY, a Corporation, of Los Angeles, Los Angeles County, California, hereinafter called the Seller, and Newel Baker of Burley, in the county of Cassia and State of Idaho hereinafter called the Buyer, do hereby agree upon the 30 day of April 1958, as follows:

Seller agrees to furnish and to sell the following described Machinery to the Buyer F.O.B. Well Site

To wit:

One Turbine Pump
1 - 25 A.C. 12 Discharge head w/ 12" Std. Discharge Outlet
330' X 12" X 3' X 1 15/16" Column, Tubing & Shafting
1 - 4 Stage 14" R.H. bowls
1 - 5' X 12" Discharge Pipe T.E.
1 - 5' X 12" Suction Pipe w/ 12" Std. Strainer
1 - 30 gal lubricator
1 - 250 h.p. U.S. V.H.S. Motor 440 Volts 3 Phase 60 Cycle 1800 RPM w/ Ant.
1 - 250 h.p. 440 Volt Reduced Voltage Starter CR-1034
1 - 600 Amp. Disconnect Switche & 3 - 800 Amp 600 Volt Fuestrons
1 - Capastor - 3 Lighting Arrestors & 1 Phase Reversal Relay
Installation & Wiring included

SERVICE REQUIREMENTS

Pumping capacity in gallons per minute 2600 Revolutions per minute 1770

Lift below surface 315 Ft. Lift above surface 0 Ft. Total Lift 315 Ft.

Shipment to be made in about 5 days after receipt and approval of order.

LEGAL DESCRIPTION

Land upon which said pump and equipment will be installed:

Detail of Section

Section Township Range County State

PRICE:

Buyer agrees to buy said Machinery and to pay Seller at Los Angeles, California, the total purchase price of Fifteen thousand two hundred fifty Dollars $15,250.00

TERMS:

Cash $15,250.00 Payment in full with order.

Balance ~~$ .00~~ Payable as follows: ~~Net 30 days~~

The buyer agrees to execute a promisory note for the unpaid balance, payable in accordance with the terms of this contract and bearing interest at the rate of _____ percent per annum.

MAKE ALL REMITTANCES PAYABLE TO LAYNE & BOWLER PUMP COMPANY
P.O. Box 6991, Los Angeles 22, California

DUPLICATE

3M SETS FORM 10RRI 4-54 MAS

specified, at the time of installation, and should it happen, under proper and normal use, that any parts prove defective within one year after the installation of the pump, and Buyer gives Seller immediate written notice thereof within said year, Seller agrees to furnish, f. o. b. Los Angeles, new parts to replace the same, but Seller shall not be liable for any loss or damage by reason of defective workmanship or material in said replacing defective parts as aforesaid, and Buyer shall pay all costs of labor and other expense incurred in making such replacements. In case of failure of the machinery hereindescribed to perform the said specified duty, Seller in accordance with guarantee reserves the right to replace it with other machinery which will perform said duty, or shall return money paid on price of the machinery and take back the machinery, and if the machinery is taken back and the money is returned, Seller shall be liable for no damage whatever under this contract or otherwise and shall be fully released from every provision, guarantee and warranty thereof.

The capacity, speed, lift, and all other service requirements and guarantees and/or warranties herein stated shall be considered as met if it is found the well is crooked to the extent that the mechanical operation of the pump is impaired, or if the well does not properly furnish the pump with the amount of clean, non-aerated and/or non-gaseous water, free from sand, detritus and/or other foreign substances, called for herein within the total head or lift specified herein.

Seller makes no warranties nor guarantees whatsoever, either express or implied, of material or equipment not of its own manufacture.

Regardless of the method of bookeeping, or of the form of invoice that may be used by Seller, it is agreed that the title to the machinery furnished hereunder shall remain in Seller until the entire purchase price and interest, whether the same or any part thereof be evidenced by notes, judgments or otherwise, and any renewals or extensions thereof shall have been fully paid by Buyer in lawful money of the United States, it being further agreed that payment for all expense, labor and materials furnished by Seller and not included in the contract price shall become immediately due and payable upon presentation of invoice to Buyer and may be deducted from any moneys paid by Buyer on the contract price without relieving Buyer of the obligation to make all payments in accordance with the terms of this agreement notwithstanding any such deduction, and the machinery shall remain the personal property of Seller until fully paid for, whatever may be the mode of its attachment to realty or other property, and Buyer agrees to perform all acts which may be necessary to perfect and assure retention of title in Seller. Buyer agrees to pay to Seller when due all bills for additional parts, service or equipment ordered, and any payments made by Buyer shall be first applied to amounts so owing, if any, next to interest, and then to said purchase price. Buyer agrees that the title to all equipment, repairs, new parts or accessories placed upon said pump and equipment shall immediately pass to Seller, and the same shall remain in Seller until the complete performance by Buyer of all Buyer's obligations under this agreement. Buyer, pending full payment hereunder shall not, without Seller's prior written consent, assign this agreement, or sell, lease or encumber, or permit to be encumbered, the said machinery, or remove said machinery from address of original installation or delivery.

Buyer shall keep said machinery in good condition and repair at his own expense and shall permit Seller to examine same at any time. Buyer shall pay all taxes and assessments of every character levied against said machinery. Any and all loss, damage or injury of or to said machinery by theft, fire or any other cause or casualty, shall be at Buyer's risk and shall not release Buyer from purchasing and paying for said machinery in full, in accordance with the terms hereof.

Time is expressly made of the essence hereof with respect to the performance of the obligations hereunder assumed by Buyer, and the acceptance by Seller of part or full payment of any sums past due, or the waiver of a breach of any covenant hereof, shall not be construed to be a waiver by Seller of this provision or of any continuing or subsequent defaults on Buyer's part. In the event of the failure of Buyer to make any payment herein provided for, or to perform any of the terms or conditions hereof, in the manner or within the time herein provided for, or in the event of the insolvency, receivership or bankruptcy of Buyer, or the attachment or seizure of said machinery under legal process, or in the event of the sale, assignment, transfer, mortgage, pledge, encumbrance, hypothecation or other disposal of said machinery, or any part thereof, or of this contract, or any interest therein, made or suffered by said Buyer, without the prior written consent of Seller, then, in any such event said Buyer shall be and be deemed in default hereunder.

In the event of any such default, at the option of Seller, without demand or notice, (a) all amounts provided to be paid hereunder, whether evidenced by notes or otherwise, shall become immediately due and payable; and (b) Buyer's right to the use and possession of said machinery shall immediately terminate, and Seller may, without demand or notice, retake possession thereof, and remove same from any premises, by legal action or otherwise; and (c) Seller may sue for the purchase price or any part thereof then unpaid and for all other amounts payable hereunder; or (d) Seller may, without demand or notice, resell the said machinery at public or private sale, and after deducting all expenses and attorney's fees incurred herein as hereinafter provided, credit the net proceeds thereof to the unpaid balance due under this contract, and Buyer agrees to pay Seller any deficiency remaining under this contract after such sale is completed and the net proceeds applied thereon; or, in lieu of such resale, (e) Seller may credit the reasonable value of said machinery, as determined by it, less all expenses and attorney's fees herein incurred, as hereinafter provided, account as aforesaid, any difference or deficiency that may exist or remain due or unpaid.

In the event of any such default, in lieu of enforcing this contract by any of the remedies hereinabove provided, Seller may at its option declare this contract terminated, and in such event (a) all of the right, title and equity of Buyer in and to said machinery or any part thereof, and in and to this contract, or any interest therein, shall immediately cease and terminate and revert to Seller; and (b) Seller shall be released from all obligations to transfer or deliver said machinery to said Buyer; and (c) all sums of money theretofore paid and all sums then due and unpaid by Buyer to Seller hereunder shall remain the sole property of Seller, and shall be considered as compensation for the use, wear, tear and depreciation of said machinery; and (d) Buyer agrees to pay Seller forthwith all payments and interest then due and unpaid hereunder as part compensation for the use of said machinery; and in the event of such termination of this contract, (e) Buyer's right to the use and possession of said machinery shall immediately terminate, and Seller may, without demand or notice, retake possession thereof, and remove same from any premises, by legal action or otherwise.

Seller shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not estop nor prevent Seller from pursuing any other remedy hereunder, and any repossession, retaking or sale of the machinery pursuant to the terms hereof shall not release Buyer until the purchase price has been paid in full, nor shall the institution of suit for the purchase price or any part thereof prevent Seller from later retaking possession of said machinery by legal action or otherwise; and in the event suit is brought by Seller or its assigns for the enforcement of this contract or any of the terms thereof, or affecting said machinery or this contract, Buyer hereby waives the right to change of venue or to change of place of trial from the court originally acquiring jurisdiction, and hereby consents and agrees that such court may retain jurisdiction. Buyer agrees to repay to Seller any expenses incurred in enforcing this contract or in recovering possession of said machinery, or in collecting any sum due hereunder, including reasonable attorney's fees actually incurred, whether legal action is brought or not.

Buyer hereby agrees to furnish a straight, plumb well, adequately cased, of correct proportions and construction for the immediate and ready installation of the above described pump and equipment, with water and pumping conditions as stated above, and agrees that Seller shall not be responsible or liable for damages to or loss of the well occasioned by installation, pumping, or any acts or work done in or about the installation and operation of said pump and equipment. Seller is not to be held responsible for settling of foundation or for damage caused to pumps by such settling. In case a test is desired of the pump furnished, it is understood that Seller will make such a test in its test laboratory at its factory, free of cost, provided Buyer wishes same and notice in writing is given five days before shipment is to be made. If field tests are desired, it is understood that Buyer is to furnish and set a suitable water-measuring device and suitable instrument for measuring power, and Buyer will also pay all costs of such tests as well as the engineer's time and expenses.

The specified shipment and installation are both subject to any delay on the part of Buyer in supplying Seller with any data required by Seller, and are subject to any delay caused by or due to any act or to any changes in data, shipment, installation or otherwise at Buyer's instance, and to delays caused by fires, floods, strikes, accidents, transportation, civil or military authority, or any other causes beyond Seller's control. The receipt of the machinery by Buyer shall constitute acceptance of delivery under the terms hereof, and shall be and is a waiver of any and all claims for loss or damage due to delay.

Seller shall not be liable for damage or for consequential damage, particularly including loss or damage for dimunution or failure of crops, shortage of water, or inability or failure to supply same, whether due to improper installation or performance of the machinery or otherwise, nor shall Seller be liable for collapsing, telescoping, separating or otherwise injuring the well, it being understood and agreed by Buyer that this work is uncertain and precarious in its nature. Should Seller be delayed in making or fail to make installation by virtue of some defect in the well, or by virtue of the well not being in condition to receive the pump, then Buyer will reimburse Seller for time lost and expenses incurred during such delay, and will also reimburse Seller for the reasonable value of its services in removing or attempting to remove such defects or attempting to put the well in condition for the installation of the pump, all of which Seller is hereby authorized to do if it chooses. Should Seller finally consider installation impossible, then Buyer will pay the installed price of the machinery less a rebate to Buyer equaling the difference between the reasonable value of Seller's efforts in attempting the installation and the price above specified for installation or the usual price for such installation if none is expressly specified above. Should the pump be lost or damaged before complete installation by virtue of some defect in, or the construction or behavior of the well, then Buyer will reimburse Seller for such loss or damage.

Buyer agrees that he has read this instrument and that it expresses his complete contract with Seller, all oral stipulations being waived by both parties. In order to afford Seller a proper opportunity to check the terms conditions and provisions herein, this contract shall not become binding upon Seller until it is approved and signed by Seller at its home office by its authorized executive officer. No subsequent amendment hereof shall be binding upon Seller unless reduced to writing and signed by an authorized executive officer thereof.

LAYNE & BOWLER PUMP COMPANY

By R. W. Miller Salesman

Approved and signed at its home office in Los Angeles, California, this

_____ day of _____, 19____

By _____

I hereby accept the foregoing on the day and date first above written, and at the price and on the terms, conditions and provisions therein named.

1459 Burton

Burley, Idaho (Buyer's Mailing Address)

Wm C. P. Baker Buyer's Signature

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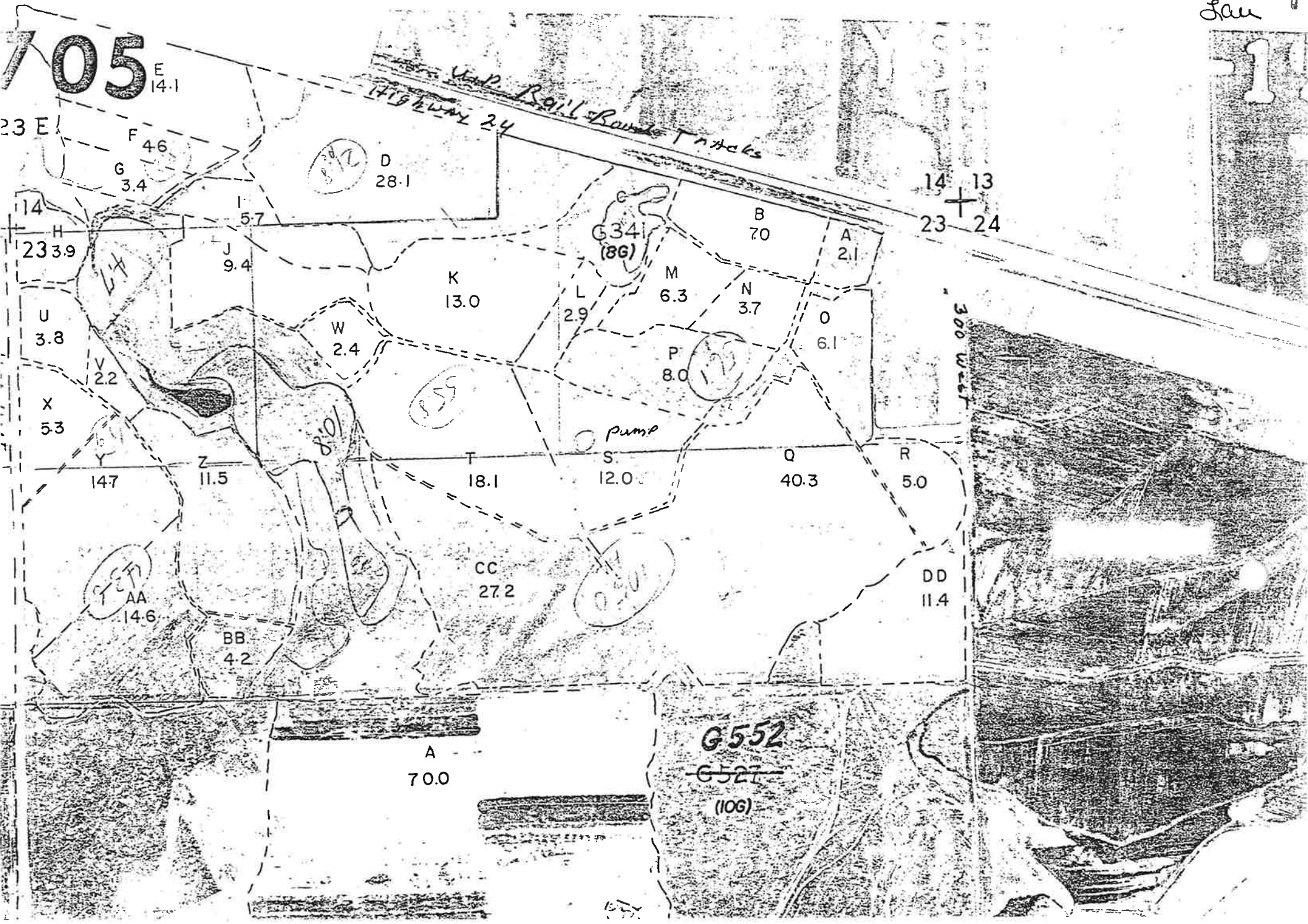

6/9/94

COMMUNICATION DOCUMENTATION

Claim No. A36-07308 & A36-15480

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

IDWR Employee/Agent Steve Clelland

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