

MAY 30 PM 2:48

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

In Re SRBA

Case No. 39576

NOTICE OF COMPLETED
ADMINISTRATIVE PROCEEDINGSSUB CASE NO. 36-02726, 36-11074,
36-11075, 36-15256

IDWR has completed the following Administrative proceeding: SUBSTITUTION OF PARTY

Does the change in "ownership" result in a splitting of the water right claimed? ☐ Yes ☒ No**FROM: Claimant/Seller(s):**

Name and Address of Claimant/Seller(s):

Harold Schmidt

Omer Schmidt

3600 S 2111 E

Wendell ID 83355

Phone: 536-2746

TO: Claimant/Purchaser(s):

Name and Address of Claimant/Purchaser(s):

Don Aardema

144 W 400 S

Jerome ID 83338

Phone: 324-3438

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Reports* for said water rights. No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: 10/28/97


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on 10-30, 1997, I mailed the original and copies of this form to the following persons, postage prepaid and addressed as follows:

1. Original to:
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls ID 83303-2707
2. One Copy to:
Claimant/Seller for Substitution of Party or attorney of record:
Harold Schmidt
Omer Schmidt
3600 S 2111 E
Wendell ID 83355
3. One Copy to:
Claimant/Purchaser for Substitution of Party or attorney of record:
Don Aardema
144 W 400 S
Jerome ID 83338
4. One Copy to:
Each party in the subcase or attorney of record:
5. One Copy to:
Chief Natural Resources Division
Office of the Attorney General
PO Box 44449
Boise ID 83711-4449
6. One Copy to:
United States Dept Of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724


Signature of person or attorney mailing the form

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 36-11074

NAME & ADDRESS: DON AARDEMA
144 W 400 S
JEROME ID 83338

SOURCE: GROUNDWATER

QUANTITY: 0.12 CFS

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

PRIORITY DATE: 12/31/1950

POINT OF DIVERSION: T09S R15E S02 NWNWSW Within GOODING County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.07 CFS
	DOMESTIC 2 HOMES	01-01 12-31	0.05 CFS

PLACE OF USE: STOCKWATER Within GOODING County
T09S R15E S02 SWSWDOMESTIC Within GOODING County
T09S R15E S02 SWSW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. RP 09S15E024800.
STOCKWATER/300 BEEF CATTLE

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)09/18/97 09:02:03
Page 1

Water Right Number - 36-11074

Prefix Translation: WATER RIGHT

Old (D) Number -

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

*** C - CURRENT OWNER ***

AARDEMA

DON

1 - 144 W 400 S

2 -

3 -

City- JEROME

State- ID Zip- 83338

Phone - 208-324-3438

*** D - DIR RPT OWNER ***

SCHMIDT

HAROLD

1 - 3600 S 2111 E

2 -

3 -

City- WENDELL

State- ID Zip- 83355

Phone - 208-536-2746

SCHMIDT

OMER

1 - 3600 S 2111 E

2 -

3 -

City- WENDELL

State- ID Zip- 83355

Phone - 208-536-2746

+ - - Priority Date - - +
12/31/1950+ - - - Region - - - +
ERROR IN REGION+ - - - Stage - - - +
J - BENEFICIAL USE

+ - - - Status - - - +

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

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

+ - - - - - Point of Diversion - - - - - +
TwN Rng Sec Tract Lot RFlg County

09S 15E 2 NW NW SW (47) GOODING

+ - - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume

43 - DOMESTIC

01/01

12/31

0.050

04 - STOCKWATER

01/01

12/31

0.070

+ - Total Div. Rate - + + - Total Div. Volume - +
0.120+ - Total Consumptive Use - + + - KW Usage - +
0.0+ - - - - - Place of Use - - - - - +
TwN Rng Sec Tract Lot Acres Code Description County

09S

15E

2

SW SW

04

STOCKWATER

(47) GOODING

09S

15E

2

SW SW

43

DOMESTIC

(47) GOODING

Total Acres:

+ - - Diversion Means - PUMP, MOTOR PRESSURE SYSTEM, 2" PIPE

+ - - Non-Irrigation Use - DOMESTIC 2 HOMES; STOCK 300 BEEF CATTLE

Prefix Translation: WATER RIGHT

+ - - Other Rights for Same Use - NONE

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

GEN PARCEL NO. RP 09S15E024800.

```
+-----+----- 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: 09/18/1997 User Id: TFAWCETT Subject: OWNERSHIP CHANGE
OWNERSHIP CHANGED SCHMIDT TO AARDEMA PER WARRANTY DEED.

+ - - Audit Fields - - +
09/18/97 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	- 09/19/1988	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- S002271	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- AND	Presumption Flag	-
				Notice of Error Flag	-

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

09/18/97 09:09:53

Page 1

Water Right Number - R36-11074

Prefix Translation: RESEARCH

Old (D) Number -

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

*** C - CURRENT OWNER ***

AARDEMA

DON

1 - 144 W 400 S

2 -

3 -

City- JEROME

State- ID Zip- 83338

Phone - 208-324-3438

*** D - DIR RPT OWNER ***

SCHMIDT

OMER

1 - 3600 S 2111 E

2 -

3 -

City- WENDELL

State- ID Zip- 83355

Phone - 208-536-2746

SCHMIDT

HAROLD

1 - 3600 S 2111 E

2 -

3 -

City- WENDELL

State- ID Zip- 83355

Phone - 208-536-2746

+ - - Priority Date - - +

12/31/1950

+ - - - Region - - - +

ERROR IN REGION

+ - - - Stage - - - +

J - BENEFICIAL USE

+ - - - Status - - - +

+ - - - - Source - - - - - +

GROUNDWATER

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

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

TwN Rng Sec Tract Lot RFlg County

09S 15E 2 NW NW SW (47) GOODING

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

Code Description Period From Period To Diversion Rate Diversion Volume

43 - DOMESTIC

01/01

12/31

0.050

04 - STOCKWATER

01/01

12/31

0.070

+ - Total Div. Rate - + + - Total Div. Volume - +

0.120

+ - Total Consumptive Use - + + - KW Usage - +

0.0

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

TwN Rng Sec Tract Lot Acres Code Description County

09S 15E 2

SW SW

04 STOCKWATER

(47) GOODING

09S 15E 2

SW SW

43 DOMESTIC

(47) GOODING

Total Acres:

+ - - Diversion Means - PUMP, MOTOR PRESSURE SYSTEM, 2" PIPE

+ - - Non-Irrigation Use - 2 HOMES

Prefix Translation: RESEARCH

+ - - Other Rights for Same Use - NONE

+ Remarks +

EXP PARCEL NO. RP 09S15E024800.
STOCKWATER/300 BEEF CATTLE

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

No Old Water Right Numbers Found

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

N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.

N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

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

[illegible]

Date: 10/02/1996 User Id: D&S-DSHA Subject: D&S CONDITION CODE UPDATE
CONDITION CODE N11 ADDED
CONDITION CODE N13 ADDED
Date: 09/18/1997 User Id: TFAWCETT Subject: OWNERSHIP CHANGE
OWNERSHIP CHANGED SCHMIDT TO AARDEMA PER WARRANTY DEED.

+ - - Audit Fields - - +
09/18/97 TFAWCETT

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

Court Report Filing	- 00/00/0000	Field Inspection Made	- 00/00/0000	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 00/00/0000	Old Judicial District	-
Claim Received Date	- 09/19/1988	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	- S002271	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- AND	Presumption Flag	-
				Notice of Error Flag	-



State of Idaho
DEPARTMENT OF WATER RESOURCES
1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380
Phone: (208) 736-3033 FAX: (208) 736-3037

October 31, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

DON AARDEMA
144 W 400 S
JEROME ID 83338

RE: SRBA Claim(s) 36-02726, 36-11074, 36-11075, 36-15256
Decreed Water Right 36-11076

Dear Claimant:

Please find the enclosed copy of the Notice of Completed Administrative Proceeding which the department has filed with the SRBA Court regarding the above referenced claims. You have received this notice pursuant to SRBA Court Administrative Order 11 requiring IDWR to report to the court and interested parties any pending changes to adjudication claims in basins for which a Director's Report has been filed with the court.

A printout of water right 36-11076 is also enclosed showing you as the current owner. Please contact this office if you have any questions about the notice or the administrative process.

Sincerely,

Trish Fawcett
Technical Records Specialist

/tf

cc: Harold and Omer Schmidt

MAR 11 1997

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Department of Water Resources

JUL 02 1997

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
 Incomplete forms will be returned.

1. Water Right Number(s) #36-02726, 36-15256, 36-11074, 36-11075, & 36-11076Adjudication Claim Number(s) (same as above)2. The following **REQUIRED** information must be submitted with this form.

MAR 18 1997

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Harold & Omer Schmidt3600 S. 2111 E., Wendell, Idaho 83355

4. New Owner/Claimant(s)

Don ArdenName connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR

New Mailing Address

144 W 400 S

City, State and ZIP Code

Jerome Id 83338

New Telephone Number

(208) 324-34385. Date you acquired the property 1-2-96

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated 523 Number and type of stock _____

Diversion rate in CFS _____

cubic feet per second

Number of homes 1

Other uses _____

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s)

Don ArdenDate 11-12-96

Date _____

(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of July, 1995, by and between Omer W. Schmidt, a single man, and Harold and Janice Schmidt, husband and wife (hereinafter collectively referred to as "Sellers") and Donald J. and Evelyn Aardema, husband and wife (hereinafter referred to as "Buyers"):

For and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Property. The Sellers hereby agree to sell and convey by good and sufficient warranty deed, and the Buyers hereby agree to purchase of and from the Sellers, according to the terms and conditions hereinafter set forth, fee simple title to certain real property (the "Real Property") situated in Gooding County, Idaho, and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein. The Real Property also includes 286.06 shares of the capital stock of the North Side Canal Company, Ltd. (hereinafter the "North Side Stock") and Idaho Department of Water Resources (hereinafter "IDWR") Water License No. 36-2726 with a diversion rate of 2.32 cfs (hereinafter the "Water License").

The Sellers also agree to convey, by Bill of Sale, the personal property (hereinafter the "Personal Property") listed in Exhibit "B" attached hereto, and by this reference incorporated herein.

2. Price and Payments. The agreed upon purchase price for the Real Property and the Personal Property is One Million Seven Hundred Ninety-two Thousand and No/100 Dollars (\$1,792,000.00), which shall be paid as follows:

a. Ten Thousand and No/100 Dollars (\$10,000.00) earnest money shall be tendered to Sellers by Buyers upon execution hereof.

b. At closing, as hereinafter provided, Buyers shall deposit with Sellers an additional Two Hundred Fifty-eight Thousand Eight Hundred and No/100 Dollars (\$258,800.00).

c. The balance of the purchase price shall be paid in accordance with the terms of a promissory note (the "Note"), a copy of which is attached hereto as Exhibit "C", and by this reference incorporated herein, which Note shall be secured by a first mortgage on the Real Property in the form of Exhibit "D" attached hereto and by this reference incorporated herein, and a security agreement and financing statement on the Personal Property.

3. Closing and Prorations. The sale herein contemplated shall be closed on or after January 2, 1996, at the offices of Land Title & Escrow, Jerome, Idaho, unless the

parties mutually agree to an alternative time or place. All taxes and assessments levied on the Real Property shall be paid current by the Sellers as of the date of closing. The proration of taxes shall be based on the previous year's taxes. All taxes and assessments attributable to the Real Property after closing shall be borne by the Buyers, and the Buyers hereby assume and agree to pay the same. All closing costs imposed by Land Title & Escrow that may be imposed in connection with this transaction shall be borne equally by the parties.

4. Contingencies. The Sellers acknowledge that Buyers intend to construct and operate a dairy facility on a portion of the Real Property legally described as Lots 2 and 3 of Section 2, T. 9 S., R. 15 E.B.M. (hereinafter the "Dairy Parcel"). The closing of this transaction is contingent upon Buyers obtaining zoning approval for such dairy operation from the Gooding County Planning and Zoning Commission and the Idaho Department of Environmental Quality. Additionally, Sellers and Buyers acknowledge that the dairy operation will require certain transfers and/or changes in nature or period of use of the Water License, and that the approval of the IDWR of such transfers is also a contingency to the closing of this transaction. Buyers covenant to diligently undertake and pursue applications for the necessary approvals from the Gooding County Planning and Zoning Commission, the Idaho Department of Environmental Quality and the IDWR. In any event, all such applications shall be filed within thirty (30) days of Buyers' execution of this Agreement. Thereafter, Buyers will use best efforts to obtain such approvals. Sellers agree to cooperate with Buyers insofar as their signatures are required for submission of applications for such approvals.

5. Subordination. In the event all contingencies are met, Sellers agree, subsequent to closing, and upon the request of the Buyers, to subordinate their first mortgage position on solely the Dairy Parcel to a senior lien for construction financing of the dairy operation. Nothing herein contained shall alter or amend, or in any way modify the first mortgage position held on the remainder of the Real Property.

6. Sellers' Continued Use of the Real Property and Personal Property. It is understood and agreed that the Sellers shall have the sole and exclusive right to use the Real Property and Personal Property for farming purposes during the 1995 crop year, and to retain therefrom all crops and/or livestock grown or raised on the Real Property during said crop year, and all proceeds derived therefrom. Buyers acknowledge that they have no interest whatsoever in any crops or livestock grown or raised on the Real Property during the 1995 crop year.

7. Possession. The Buyers shall be entitled to possession of the Real Property and Personal Property on closing, except that Sellers shall have the right to store farm machinery and equipment on the Real Property, without cost or charge, and shall further be entitled to conduct thereon sales of such machinery and equipment prior to March 30, 1996. Any machinery or equipment remaining on the Real Property after that date shall be conclusively deemed to be the property of the Buyers, unless other arrangements are made

between the parties in writing. Additionally, the parties agree that Omer W. Schmidt shall be entitled to live in the house he currently occupies at 3600 South 2111 East, Wendell, Idaho, without cost or charge, until March 30, 1996, or such later date, in the event the closing shall not have occurred by March 30, 1996.

8. Risk of Loss. The risk of loss or damage to the Real Property herein sold shall remain with the Sellers until the sale has been closed.

9. Title. Sellers warrant that they have good title to the Real Property, and that the same will be conveyed at the time of closing to the Buyers free and clear of all liens and encumbrances, with the exception of taxes, assessments and reservations and easements which are of record or are apparent. At closing, title shall be conveyed to the Buyers by a standard Idaho Warranty Deed executed by the Sellers. Sellers also warrant that they have good title to the Personal Property, and that the same will be conveyed at the time of closing to Buyers free and clear of all liens or encumbrances. At closing, title to the Personal Property shall be conveyed to Buyers by a Bill of Sale.

10. Title Insurance. Upon execution hereof, the Sellers shall obtain a commitment for title insurance from Land Title & Escrow, and shall furnish a copy of the same to Buyers. The commitment shall be reviewed and, if acceptable to Buyers, shall be approved and accepted by Buyers. If any defect in title exists that is unacceptable to Buyers, Buyers shall notify Sellers within ten (10) days of its receipt, and such defect shall be cured by Sellers. If Sellers are unable to cure such defect, this Agreement shall be null and void. At closing, the parties shall obtain a standard form of owner's title insurance policy issued by Land Title & Escrow insuring the Buyers in the amount of One Million Seven Hundred Ninety-two Thousand Dollars (\$1,792,000). Such policy shall show clear and marketable title in the Buyers, subject only to taxes, assessments, and reservations and easements which are of record or are apparent. All costs incurred for said title insurance policy shall be borne by the Sellers.

11. Condition of Property and Insurance. Buyers acknowledge that they have personally inspected the Real Property and the Personal Property, and are purchasing the same based upon such personal inspection, and are not relying on any representation of the Sellers in making the decision to purchase the same. Buyers acknowledge that they are purchasing the Real Property and the Personal Property "AS IS", with no warranty whatsoever, except as to title. Buyers covenant to Sellers that they will obtain a policy of insurance insuring the Real Property and the Personal Property for loss at an amount equal to the face amount of the Promissory Note referenced in Paragraph 2 hereof, and to name Sellers as additional named insureds under such policy. Furthermore, Buyers agree to pay all real property taxes, personal property taxes and water assessments as the same shall become due, and to provide Sellers with evidence thereof.

12. Real Estate Commissions. It is understood and agreed by and between the parties that the real estate sale transaction herein contemplated does not involve a real

estate agent or realtor for either of the parties, and shall not give rise to any real estate commissions with respect to either party hereto. To the extent that any real estate commissions are owed as a result of this transaction by the Sellers, the Sellers agree to be solely liable therefor, and the Sellers agree to indemnify the Buyers from any such commissions. Conversely, in the event it is determined that the Buyers are legally obligated to pay a real estate commission as a result of this transaction, the Buyers shall remain solely liable therefor, and shall indemnify the Sellers therefrom.

13. Binding Effect. The provisions of this contract shall be binding upon and inure to the benefit of the heirs, successors, personal representatives, and assigns of the parties hereto.

14. Attorney's Fees. If a suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover all costs and attorney's fees from the non-prevailing party.

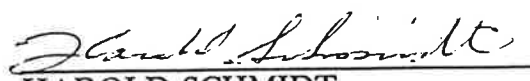
15. Final Agreement. This document is the final and complete agreement of the parties pertaining to the sale and purchase of this Real Property and Personal Property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Real Property and/or Personal Property are concerned.

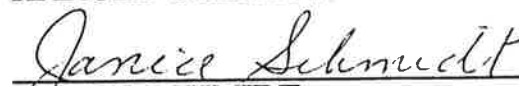
16. Representation by Counsel. Buyers acknowledge that this Agreement has been drafted by the law firm of Rosholt, Robertson & Tucker for and at the request of Sellers, and that that law firm can only represent the Sellers. Buyers further acknowledge that they are not relying on the above-named firm in any regard, and that such firm cannot and does not represent the Buyers' interest in this matter.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

"SELLERS"


OMER W. SCHMIDT


HAROLD SCHMIDT


JANICE SCHMIDT

"BUYERS"

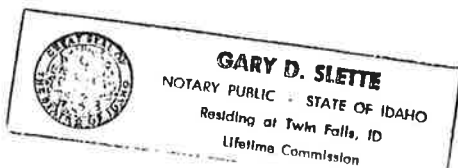

DONALD J. AARDEMA

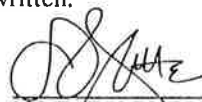

EVELYN AARDEMA

STATE OF IDAHO)
)ss.
County of Twin Falls)

On the 7th day of July, 1995, before me, a Notary Public, in and for said County and State, personally appeared OMER W. SCHMIDT, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

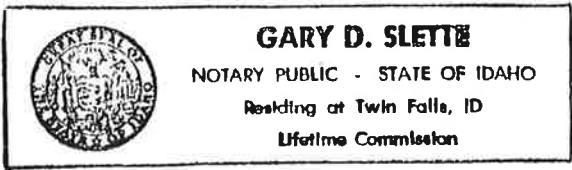



NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My commission expires: 1999

STATE OF IDAHO)
)ss.
County of Twin Falls)

On the 7th day of July, 1995, before me, a Notary Public, in and for said County and State, personally appeared HAROLD SCHMIDT, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

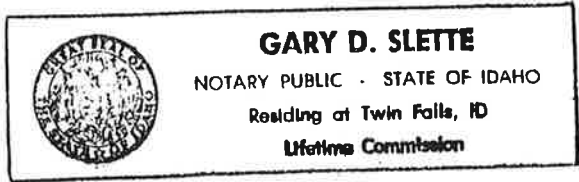


[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls
My commission expires: 1999

STATE OF IDAHO)
)ss.
County of Twin Falls)

On the 7th day of July, 1995, before me, a Notary Public, in and for said County and State, personally appeared JANICE SCHMIDT, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My commission expires: 1999

STATE OF IDAHO)
County of Jerome)ss.

On the 11th day of July, 1995, before me, a Notary Public, in and for said County and State, personally appeared DONALD J. AARDEMA, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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


NOTARY PUBLIC FOR IDAHO
Residing at: Jerome, Idaho
My commission expires: 2 Apr 99

STATE OF IDAHO)
County of Jerome)ss.

On the 11th day of July, 1995, before me, a Notary Public, in and for said County and State, personally appeared EVELYN AARDEMA, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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


NOTARY PUBLIC FOR IDAHO
Residing at: Jerome, Idaho
My commission expires: 2 Apr 99

06209501.gds

Township 9 South, Range 15 East of the Boise Meridian

Section 2: S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ and Part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$
described as follows:

Beginning at the Center of Section 2,
(which is the Northwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$);
thence S 23° 15' E, 695.44 feet;
thence S 39° 23' E, 483.35 feet;
thence S 44° 56' E, 440.0 feet to the
South line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$;
thence N 89° 44' 45" W, along the South
line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, 896.51 feet to the Southwest cor-
ner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$;
thence N 0° 11' 45" E, along the West
line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, 1320.4 feet to the point of be-
ginning.

Section 3: E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$,

Section 11: The West 54 rods of Lot 1;
Lots 2 and 3 North of the Canyon Rim,
Except tracts as conveyed to the Idaho
Power Company in Lot 3, as follows:

Recorded July 16, 1928 in Book 22 Deeds
Page 162 and also that deed
Recorded March 23, 1931 in Book 22 Deeds
Page 623, records of Gooding County, Idaho.

Together with 130 shares of capital stock in the North Side Canal
Co., Ltd.

AND

TOWNSHIP 9 SOUTH, RANGE 15 East of the Boise Meridian
Section 2: The West 54 rods of the SW $\frac{1}{4}$ SE $\frac{1}{4}$

AND

Lot One (1) and Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$),
Section Three (3), Township Nine (9) South, Range Fifteen (15) East,
Boise Meridian subject to existing rights of way, together with
75.61 shares of capital stock in the North Side Canal Company.

AND

Lots Two (2), Three (3) and Four (4) of Section Two (2),
Township Nine (9) South, Range Fifteen (15) East, Boise
Meridian.

Together with a water right for said premises, as evidenced by
80.45 shares of capital stock of North Side Canal Company, Ltd.
represented by Certificate No. 12511 of said Company.

EXHIBIT A



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

June 25, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

DON AARDEMA
144 W 400 S
JEROME ID 83338

RE: Adjudication Claim Nos. 36-02726, 36-15256, 36-11074,
36-11075, 36-11075

Dear Mr. Aardema:

Thank you for notifying us of your purchase of the property to which the above adjudication claims are appurtenant from Harold and Omer Schmidt. However, before the ownership changes can be completed we will need either pages one through four of your Real Estate Purchase and Sale Agreement or your Warranty Deed (with attached legal description) along with a plat or survey map and/or an aerial photo with your irrigated acres outlined and points of diversion clearly marked.

I am returning your original Notice of Change of Water Right Ownership form. Please attach the **required** information as described in item 2 of the ownership change form and return to me in the enclosed self-addressed envelope.

Thank you for your prompt attention to this matter and should you have any questions, please contact this office.

Sincerely,

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

Trish Fawcett
Technical Records Specialist

/tf
Enclosures

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

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 36-11074

NAME & ADDRESS: HAROLD SCHMIDT
OMER SCHMIDT
3600 S 2111 E
WENDELL ID 83355

SOURCE: GROUNDWATER

QUANTITY: 0.12 CFS

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

PRIORITY DATE: 12/31/1950

POINT OF DIVERSION: T09S R15E S02

NWNWSW

Within GOODING County

PURPOSE AND
PERIOD OF USE: PURPOSE OF USE
STOCKWATER
DOMESTIC 2 HOMES

PERIOD OF USE	QUANTITY
01-01 12-31	0.07 CFS
01-01 12-31	0.05 CFS

PLACE OF USE: STOCKWATER
T09S R15E S02

Within GOODING County
SWSW

DOMESTIC
T09S R15E S02

Within GOODING County
SWSW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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

DATED:

DANIEL C. HURLBUTT
PRESIDING JUDGE
Snake River Basin Adjudication

*Hold
P/O P/L legal desc
conflict KKC
11-14 96*



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

September 25, 1996

PHILIP E. BATT
Governor

KARL J. DREHER
Director

DON AARDEMA
144 WEST 400 SOUTH
JEROME ID 83338

RE: ADJUDICATION CLAIM NOS. 36-02726

Dear Mr. Aardema:

Pursuant to notification that you presently own the property in which the above referenced Adjudication Claims are appurtenant, I have enclosed a NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP form. Please complete it per the instructions on the back of the form, attach the required information and return them to me in the enclosed self-addressed envelope. I will then make the changes in our computer records and forward copies back to you.

Sincerely,

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

Trish Fawcett
Technical Records Specialist

/tf
Enclosures

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 8 3 1996

Department of Water Resources

Water Measurement Program TIME CLOCK METHOD

1995 Reporting Form

ATTENTION: Ground water users --- Year end data must be submitted to Idaho Department of Water Resources 1301 N. Orchard Boise Idaho 83706, on or before January 15, 1996.

NOTE: A separate reporting form must be submitted for each well.

Name: _____	SCHMIDT, OMER
Water Right No. _____	36-02726
Legal Description: <u>T C</u>	09S 15E 2 SWNWSE

RECEIVED
SEP 10 1996
Department of Water Resources
Southern Region

SECTION I Appropriator information

Name and Address of Water Right Holder

Current Owner

Name Donald F. Cardama

Last, First, MI

Address 144 W 400 S

City Jerome, ID

Phone 208-324-3438

Fax _____

State & Zip ID 83338

Original Owner (if sold within last year)

Name Schmidt + Bros

Last, First, MI

Address 2111 E 3400 S

City Wendell

Phone 208-536-2746

Fax _____

State & Zip ID 83355

Operator (if leased or operated by someone else)

Name AMBROSE

Last, First, MI

Address _____

City _____

Phone _____

Fax _____

State & Zip _____

RIGHTS FROM: SOURCE: GROUNDWATER

RIGHT NUMBER: 36-11074

NAME AND ADDRESS: HAROLD SCHMIDT
OMER SCHMIDT
3600 S 2111 E
WENDELL ID 83355

SOURCE: GROUNDWATER

QUANTITY: 0.12 CFS

THE QUANTITY FOR NON-IRRIGATION USE IS LIMITED TO THE AMOUNT BENEFICIARILY
USED FOR DOMESTIC 2 HOMES, STOCK 300 BEEF CATTLE

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

PRIORITY DATE: 12/31/1950

POINT OF DIVERSION: T09S R15E S02 NWNWSW Within GOODING County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.07 CFS
	DOMESTIC 2 HOMES	01-01 12-31	0.05 CFS

PLACE OF USE: STOCKWATER Within GOODING County
T09S R15E S02 SWSWDOMESTIC Within GOODING County
T09S R15E S02 SWSW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.
PARCEL NO. RP 09S15E0248001

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE
PARCEL NO. RP 09S15E0248001
STOCKWATER/300 BEEF CATTLE

MICROFILMED
DEC 05 1996

AJ5809NP
No. R36-11074

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/07/96
PAGE: 5

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	HAROLD SCHMIDT	12/31/1950	STOCKWATER	01-01 12-31	0.07 CFS	
C	OMER SCHMIDT		DOMESTIC	01-01 12-31	0.05 CFS	
	3600 S 2111 E					
	WENDELL ID 83355					
	(208) 536-2746			TOTAL DIVERSION:	0.12 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T09S R15E S02 NWNWSW

GOODING County

Place of use Legal Description for: STOCKWATER

				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	15E	2	:					:						:					:						:

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	15E	2	:					:						:					:						:

POU County: GOODING

Non-Irrigation Uses: ~~DOMESTIC~~ 2 HOMES; **EXP** STOCK 300 BEEF CATTLE

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks: GEN PARCEL NO. RP 09S15E024800. **EXP**

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

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

Comments: Date: 10/02/1996 User-ID: D&S-DSHA Subject: D&S CONDITION CODE UPDATE

RECORDED
JUL 13 1996

18-8-96
8

AJ5809NP
No. R36-11074

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/07/96
PAGE: 6

=====

Comments: Date: 10/02/1996 User-ID: D&S-DSHA Subject: D&S CONDITION CODE UPDATE
CONDITION CODE N11 ADDED
CONDITION CODE N13 ADDED

Audit: 09/30/96 DSHAFF 10/02/96 D&S-DSHA

RECEIVED
JUL 3 1996

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: A36-11074
Date Received: 8/26/1988
Receipt No: S002271
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: HAROLD SCHMIDT
Address: 3600 S. 2111 E. 208-536-2746
WENDELL, ID 83355

AND
Name: OMER SCHMIDT
Address: 3600 S. 2111 E. 208-536-2746
WENDELL, ID 83355

2. Date of Priority: DEC 31, 1950

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	2	NW	NW	SW		GOODING

5. Description of diverting works:
PUMP, MOTOR PRESSURE SYSTEM, 2" PIPE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.050		
STOCKWATER	01/01	12/31	0.070		

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/2 HOUSES, S/300 BEEF CATTLE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	15E	2	SW	SW		DOMEST	
			SW	SW		STOCK	

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: 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 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)
County of _____) SS.

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

Notary Public

Seal

Residing at _____
My Commission Expires _____

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

A36-11074

Date Received

8-26-88

Receipt Number

5002271

NOTICE OF CLAIM
TO A
WATER RIGHT

RECEIVED

AUG 28 1988

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Department of Water Resources
Southern Region Office

Where Daily Use is less than 13,000 gallons per day. Filing fee \$25

Please type or print clearly

- Name of Claimant (s) Harold and Omer Schmidt Phone 208 536-2746
Mailing Address 3600 S 2111 E Wendell, Id Zip 83355
- Date of Priority (Only one (1) per claim) 1950
- Source of water supply (a) Ground water
which is tributary to (b) _____
- Location of point of diversion is: Township 9 Range 15 EBM
Section 2, NW 1/4 of NW 1/4 of SW 1/4, Govt. Lot _____, B.M.,
County of Gooding
Additional points of diversion if any: _____
- Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. System 2" pipe Pump, Motor Pressure
- Water is claimed for the following: (Limited to Domestic and/or Stockwater only. See Instructions)
(Both dates are inclusive)
For Domestic purposes from 1-1 to 12-31 amount 0.05 (cfs)
For Stockwater purposes from 1-1 to 12-31 amount 0.05
- Total quantity claimed 0.12 (cfs)
- Total consumptive use claimed is de minimus
- Non-irrigation uses. Describe fully. (Domestic: give number of households served; Stockwater: Type and number of livestock) 2 household 300 Ad Beet cattle

MICROFILMED

Copies: White-State, Yellow-Claimant

FEB 12 1993

[illegible]

Copies White-State, Yellow, Vietnam

1/30/1989

SRBA CLAIMS RECEIVING CHECKLIST #2

CLAIMANT'S NAME SchmidtCLAIM IDENT. NO. A36-11074DATE RECEIVED 8-24-88CK # 5002271AMOUNT \$ 241

- | | YES | NO | Required Info? |
|--|-----------------|----|----------------|
| 1. Is the name and address complete with zip code? | <u>X</u> | | * |
| 2. Is a priority date entered? | <u>X</u> | | * |
| Is the priority date acceptable in view of mandatory filing dates? | <u>X</u> | | * |
| See Adjudication Memos #1 and #4 to determine if a Permit is required. | <u>X</u> | | * |
| 3. (a) Is a source entered? | <u>X</u> | | * |
| (b) Is a tributary to entered? (if required) | N/A <u>X</u> | | |
| 4. Is the legal description of the p.d. sufficient? | <u>X</u> | | * |
| 5. Is there a description of the diverting works? | <u>X</u> | | |
| 6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form. | <u>X</u> | | * |
| Is the period of use included? | <u>X</u> | | |
| Is a quantity claimed for each use? | <u>X</u> | | * |
| 7. Is a total quantity claimed entered? | <u>X</u> | | |
| 8. If required is a consumptive use entered? | N/A <u>X</u> | | |
| Is the consumptive use correct? | N/A <u>X</u> | | |
| 9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, see Adjudication Memo # 4. | N/A <u>X</u> | | * |
| 10. Is (are) the place(s) of use and purpose(s) indicated? | <u>X</u> | | * |
| 11. Is (are) the county(ies) entered? | <u>X</u> | | |
| 12. Is the ownership of p.u. checked? | <u>X</u> | | |
| 13. Are other water rights listed or "none" indicated? | <u>X</u> | | |
| 14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) | N/A <u>X</u> | | |
| 15. Is the basis of the claim indicated? | <u>X</u> | | |
| 16. If the claimant requested a monthly docket sheet, is payment enclosed? (If yes, describe payment status in "Comments" below.) | N/A <u>X</u> | | |
| 17. Is the claim signed by the claimant, and is the signature appropriate? Organizations must complete the organization block. | <u>X</u> | | * |
| 18. Has the claim been signed, sealed, and dated by a notary? | <u>X</u> | | * |
| 19. Was this claim filed on time, or was an extension granted? | <u>X</u> | | * |
| 20. Is the fee enclosed correct? | Exempt <u>X</u> | | * |
| 21. If this claim is based on an existing water right, has the identification number been entered? | N/A <u>X</u> | | |
| 22. Should this claim be receipted and data entered? | <u>X</u> | | |

Claim checked by: ERTDate: 2-3-89

Claim must be returned to claimant:

(Yes) (No)

Claimant must be notified of modifications:

(Yes) (No)

Receipt Prepared by: A. Wagnitt
 Claim data entered by: ERT
 Sent to claimant by: ERT

Date: 9-19-88Date: 2-3-89Checked by: ERT Date: 2-3-89

Comments: _____

MICROFILMED

FEB 12 1989

WATER RIGHT NUMBER - A36-11074

ADJ. FLAG TRANSLATION: ADJUDICATION TEMPORARY WORK AREA

OLD (D) NUMBER -

+ - - - - LAST NAME - - - - + + - FIRST NAME - - + + - - - - - ADDRESS - - - - - +

*** C - CURRENT OWNER ***
SCHMIDT

HAROLD

1 - 3600 S. 2111 E.
2 -
3 -

CITY- WENDELL
PHONE - 208-536-2746

STATE- ID ZIP- 83355

SCHMIDT

OMER

1 - 3600 S. 2111 E.

2 -
3 -

CITY- WENDELL
PHONE - 208-536-2746

STATE- ID ZIP- 83355

+ - - PRIORITY DATE - - + + - - - REGION - - - + + - - - STAGE - - - + + - - - STATUS - - - - +
12/31/1950 ERROR IN REGION J - BENEFICIAL USE

+ - - - - - SOURCE - - - - - + + - - - - - TRIBUTARY - - - - - +
GROUNDWATER

+ - - - - - POINT OF DIVERSION - - - - - +
TWN RNG SEC TRACT LOT RFLG COUNTY STREAM INDEX (BLANK IF NO INDEX CODE)
09S 15E 2 NW NW SW (47) GOODING

+ - - - - - WATER USE - - - - - +
CODE DESCRIPTION PERIOD FROM PERIOD TO DIVERSION RATE DIVERSION VOLUME
43 - DOMESTIC 01/01 12/31 0.050
04 - STOCKWATER 01/01 12/31 0.070

+ - TOTAL DIV. RATE - + + - TOTAL DIV. VOLUME - + + - TOTAL DIV. CAPACITY - + + - TOTAL CONSUMPTIVE USE - + + - KW USAGE - +
0.120

+ - - - - - PLACE OF USE - - - - - +
TWN RNG SEC TRACT LOT ACRES CODE DESCRIPTION COUNTY
09S 15E 2 SW SW 04 STOCKWATER (47) GOODING
09S 15E 2 SW SW 43 DOMESTIC (47) GOODING

TOTAL ACRES:

+ - - DIVERSION MEANS - PUMP, MOTOR PRESSURE SYSTEM, 2" PIPE
+ - - NON-IRRIGATION USE - D/2 HOUSES, S/300 BEEF CATTLE
+ - - OTHER RIGHTS FOR SAME USE - NONE

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

PROOF
NOV 27 1990

VERIFIED
NOV 27 1990

MICROFILMED
FEB 12 1993

WATER RIGHT NUMBER - A36-11074

ADJ. FLAG TRANSLATION: ADJUDICATION TEMPORARY WORK AREA

+ - - - - OLD WATER RIGHT NUMBERS - - - - - +
+ - - - - 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 - - - - - +
NO COMMENTS FOUND
+ - - AUDIT FIELDS - 02/03/89 MOBILE3 10/03/89 REFUNDML
+ - - - - ADJUDICATION RIGHTS DATES AND FLAGS AREA - - - - - +

COURT REPORT FILING	- 00/00/0000	FIELD INSPECTION MADE	- 00/00/0000	CIVIL CASE NUMBER	- 39576
OBJECTION FILED DATE	- 00/00/0000	FIELD INSPECTION FLAG	-	OLD CASE NUMBER	-
RESPONSE FILED DATE	- 00/00/0000	VERIFIED DATE	- 00/00/0000	OLD JUDICIAL DISTRICT	-
CLAIM RECEIVED DATE	- 09/19/1988	LAST AMENDED DATE	- 00/00/0000	TEMPORARY RIGHT	- P
CLAIMS TAPE ERROR FLG	-	RECEIPT NUMBER	- S002271	WATER DISTRICT	-
FEE EXEMPT FLAG	-	PDU OWNERSHIP FLAG	- Y	FEDERAL/STATE INDICATOR	- S
		NAME CONNECTOR	- AND	PRESUMPTION FLAG	-

~~09515E020600~~

RP 09315E024800

VERIFIED
NOV 27 1990

DATA ENTRY

ENTERED 7-29

CHECKED C4 3/4/92

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

PROOF
NOV 27 1990

CERTIFIED
DEC 3 1990

WATER EXAMINER