

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 02 1989

Ident. Number: A37-12535
Date Received: 5/15/89
Receipt No: T006789
Received By: *JP*

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Department of Water Resources

1. Name: STATE OF IDAHO
Address: DEPT. OF LANDS
STATEHOUSE
BOISE, ID

83720

RECEIVED

MAR 17 1989

no 8 enclosed key

Department of Water Resources

2. Date of Priority: SEP 20, 1956

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03S	18E	16	SW	SW	NW		LINCOLN

5. Description of diverting works:

WELL, 391 FEET DEEP, 6 " CASING, 2 HP PUMP, PIPELINE, PRESS. TANK

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
COMMERCIAL	01/01	12/31	0.040		

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

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

CAFE AND SERVICE STATION

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03S	18E	16	SW	NW		COMMER	

11. Place of use in counties: LINCOLN

A37-12535

Page 1

Date: 01/23/89

MICROFILMED
FEB 26 1993

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 Organizations:

I do solemnly swear or affirm that I am Chief, Bureau Range Management of Dept of Lands Organization, that I have signed the foregoing document in the space below as Chief, BRM Title of Dept of Land Organization and that the statements contained in the foregoing document are true and correct.

David E. Holts
Signature of Authorized Agent

Chief BRM
Title and Organization

2-1-89
Date

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 1st day

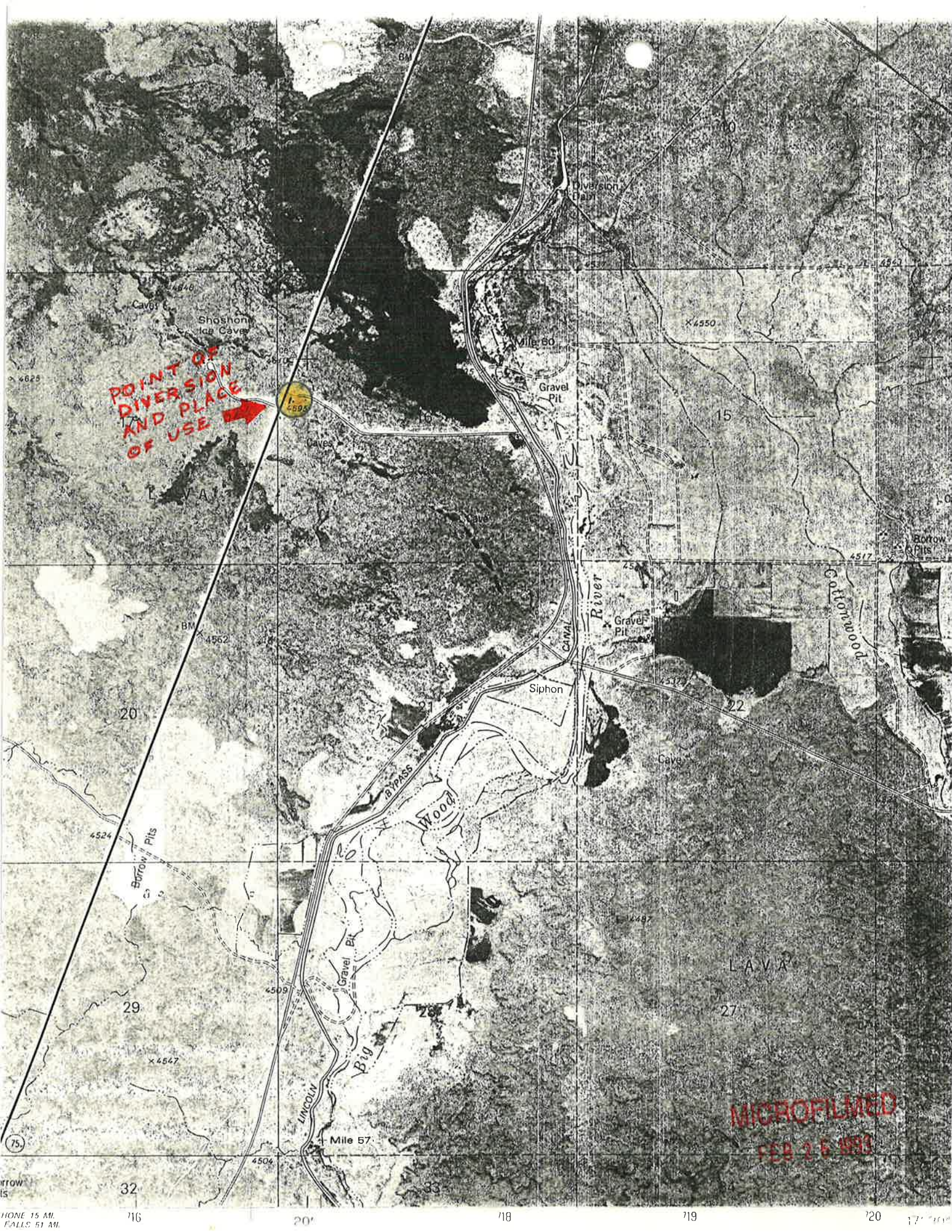
of February 19 89

Seal

Virginia M. Peters
Notary Public

Residing at Boise Idaho

My Commission Expires 2-15-94
Date: 01/23/89



POINT OF
DIVERSION
AND PLACE
OF USE

MICROFILMED
FEB 26 1953

STANLEY F. HAMILTON
DIRECTOR

February 2, 1989

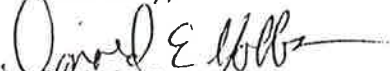
David Shaw
Chief, Bureau of Adjudication
Idaho Department of Water Resources
BUILDING MAIL

Dear David:

Submitted herewith are five applications for a permit and thirteen Snake River adjudication claims. Note the claims include water rights for wildlife. Idaho Department of Lands is not willing to pay additional for the wildlife use because the State Endowment lands will only benefit from the water rights needed to generate income. If amended forms are needed please let me know.

We estimate the amount needed to cover these filings is \$528.00. We will hold preparing a DA-8 for a few days in case your total is a different amount.

Sincerely,


DONALD E. HOBBS, Chief
Bureau of Range Management

DEH:vp
enc.

RECEIVED
FEB 02 1989

Department of Water Resources

BOARD OF LAND
COMMISSIONERS

CECIL D. ANDRUS
Governor

PETE T. CENARRUSA
Secretary of State

JIM JONES
Attorney General

JOE R. WILLIAMS
State Auditor

JERRY L. EVANS
Sup't of Public
Instruction



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 334-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

February 22, 1989

OWYHEE CO.

Mr. Donald E. Hobbs
Chief, Bureau of Range Management
Department of Lands
Statehouse Mail
Boise, ID 83720

Dear Mr. Hobbs:

Down

We are returning the thirteen Snake River Basin Adjudication claims and the five applications for permit submitted with your letter of February 2. Also enclosed are claims which have been modified under Item #6, Water Uses. The specific changes are: "Wildlife" was removed; the period of use for "Stockwater" was changed from 3/1 - 10/31 to 1/1 - 12/31; and the amount diverted for "Stockwater" was changed from 0.02 cfs to 0.04 cfs. Please note that wildlife use is still indicated under Item #9, Non-Irrigation Uses, and the total amount diverted, as shown under Item #7, is still the same as the original claims.

Stockwater use is defined by statute as the use of water solely for livestock or wildlife where total use is not in excess of 13,000 gallons per day. the filing fee for a stockwater claim is \$25.00; by claiming only "Stockwater" use under Item #6 and defining that use as livestock and wildlife under Item #9, the claim will meet the definition of a stockwater claim.

The applications for permits that were submitted need some clarifications. It was indicated in four of the applications that the source of water is groundwater which is tributary of a spring. If the source is a groundwater source, it is not required to specify a tributary of; "N/A" could be indicated in the space provided if desired. Based on the descriptions of proposed diversion works it appears that the source of water may be surface water. Under normal circumstances, if a naturally flowing spring is developed by placement of a collection box and diversion pipeline to a place of use, the source would be indicated as a spring which is tributary of a stream or river. Use the names shown on U.S. Geological Survey quadrangle maps.

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FEB 26 1993

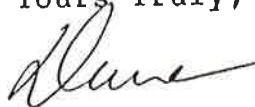
Mr. Donald E. Hobbs
February 22, 1989
Page 2

The filing fees for the modified claims will be \$25.00 each. Claim No. A37-12535 remains at \$54.00 since it is for a commercial use. Please note that the original thirteen claims submitted included one duplicate claim No. A55-10105. The filing fees for each application for permit will be \$30.00. These fees are based on the total amount of water diverted for each application. The total cost for these filings will be:

11 claims	\$25.00 each
1 claim	54.00
5 applications	<u>30.00 each</u>
Total	\$479.00

If you have any questions, please contact Jeff Peppersack or myself.

Yours Truly,



David B. Shaw
Adjudication Bureau Chief

DBS:db
Enclosures
Application for Permits
Computer Generated Claims

A37-12535
A57-10591
A57-10595
A57-10596
A57-10597
A57-10599
A57-10601
A57-10602
A57-01040
A55-10104
A57-10607
A55-10105

MICROFILMED
FEB 26 1993

STANLEY F. HAMILTON
DIRECTOR

March 17, 1989

Department of Water Resources
STATEHOUSE MAIL
Boise, ID 83720



Department of Water Resources

BOARD OF LAND
COMMISSIONERS

CECIL D. ANDRUS
Governor

PETE T. CENARRUSA
Secretary of State

JIM JONES
Attorney General

JOE R. WILLIAMS
State Auditor

JERRY L. EVANS
Sup'l of Public
Instruction

Enclosed you will find five (5) revised Application for Permits and twelve Notice of claim to a water right acquired under state law. Claim numbers: A37-12535, A57-10591, A57-10595, A57-10596, A57-10597, A57-10599, A57-10601, A57-10602, A57-01040,, A55-10104, A57-10607, A55-10105.

Please let us know the charges for these permits and claims and we will submit the appropriate fees.

Sincerely,

DONALD E. HOBBS, Chief
Bureau of Range Management

vp
enc. 12

5 APPLICATIONS FOR PERMIT	5 @ 30 =	\$150
11 DOMESTIC/STOCK CLAIMS	11 @ 25 =	\$275
1 COMMERCIAL CLAIM	1 @ 54	\$54
		\$479

CLAIMS

- AS7-10595 (\$25) ✓
- AS7-10596 (\$25) ✓
- AS7-10597 (\$25) ✓
- AS7-10599 (\$25) ✓
- AS7-10601 (\$25) ✓
- AS7-10602 (\$25) ✓
- AS7-01040 (\$25) ✓ DA-18
- ASS-10104 (\$25) ✓
- AS7-10607 (\$25) ✓
- ASS-10105 (\$25) ✓
- A37-12535 (\$54) ✓
- AS7-10591 (\$25) ✓

PENDING FILE

WAITING FOR PAYMENT

CHECKED BY *JP* 3/17/89

MICROFILMED
FEB 26 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

(208) 327-7900

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

March 27, 1989

Mr. Donald E. Hobbs, Chief
Bureau of Range Management
Department of Lands
Statehouse Mail
Boise, ID 83720

RE: Snake River Basin Adjudication

Dear Mr. Hobbs:

We have received the claims for lands in Blaine, Jerome, Cassia, Elmore, Owyhee, and Lincoln counties. We have also received five applications for permits.

The claims have been reviewed and found to be acceptable for filing in the adjudication. My office has prepared a DA-18 for the payment of the claims and the applications for permit. As soon as this is processed by your office, we will submit the applications to the Allocations Section for review.

Thank you for your cooperation in this matter.

Yours Truly,

Donald V. Shaff
Adjudication Section Manager

DVS:db
Enclosure
DA-18

MICROFILMED
FEB 26 1993

Document No.

Date _____

870	
Delivery Date	Billing Date
	3/27/89
Agency Code	
193002	

Department of Lands
Bureau of Range Management
Statehouse Mail
ATTN: Donald Hobbs

Department of Water Resources
Statehouse Mail

I. **BILLING AGENCY:** Prepare 5 copies of DA-18. Complete sections A and B and sign. Detach goldenrod copies and forward rest of form to receiving agency. Yellow copy will be returned to you after this transaction has been processed.

2. **PAYING AGENCY:** Upon receipt of this form, complete section C. Sign, detach pink copy for your files and forward remaining copies to office of State Auditor. Green copy will be returned to you after form has been processed.

3. NOTE: Inter-agency bills may be used only for charges of materials or services from one agency to another. This form may not be used for intra-agency transfers of adjustment.

A. THIS SECTION CONTAINS THE NAME, PRICE, AND DESCRIPTION OF MATERIALS OR SERVICES					
Description	Unit	Quantity	Unit Price		Amount
Adjudication Claims for Blaine, Jerome, Cassia, Elmore Owyhee and Lincoln Counties (see attached sheet)					695 00
5 applications for permit					150 00
					845 00
LESS 225 AN INTER AGENCY CREDIT TO THE BILLING AGENCY FOR THOSE					

ITEMS SHOWN ABOVE.									
Line	Program			Acct.	Recpt. Class		Amount		For Agency Use
1	04	10	162	9337	64	90	695	00	
2	06	10	199	1238	63	90	150	00	

☐ PARTIAL ☐ FINAL					Encumbrance Reference Number:							
Agency Code	Line	Program			Acct.	Exp. Class		% of Total		Amount		For Agency Use
								TOTAL	100% =			

MICROFILMED
 JUN 26 1993

I hereby certify that the items listed above were furnished to the state agency indicated and that the amounts billed are proper charges:

Signed

(Authorized Agent of Billing Agency)

Signed

(Authorized Agent of Paying Agency)

MICROFILMED
FEB 26 1993

Attachment to DA-18

<u>Claim Number</u>	<u>Amount Due</u>
A37-00402	\$141.00
A36-10897	25.00
A36-10900	25.00
A61-10009	25.00
A61-10008	25.00
A45-10063	25.00
A45-10065	25.00
A43-10007	25.00
A43-10008	25.00
A45-10064	25.00
A57-10595	25.00
A57-10596	25.00
A57-10597	25.00
A57-10599	25.00
A57-10601	25.00
A57-10602	25.00
A57-01040	25.00
A55-10104	25.00
A57-10607	25.00
A55-10105	25.00
A37-12535	54.00
A57-10591	25.00
Total	\$695.00

Charge to Account Number: 04-10-162-9337-6490

5 Applications for Permit @ \$30.00 \$150.00

Charge to Account Number: 06-10-199-1238-6390

MICROFILMED
FEB 26 1993

06/22/2002

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-12535
NAME AND ADDRESS: STATE OF IDAHO
DEPT OF LANDS
PO BOX 83720
BOISE ID 83720-0050

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.040 CFS
1.93 AFY

PRIORITY DATE: 01/01/1962

POINT OF DIVERSION:
T03S R18E S16 SWSWNW Within LINCOLN County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
COMMERCIAL

PERIOD OF USE
01/01 12/31

QUANTITY
0.040 CFS
1.93 AFY

✓ BLM
ERROR
List

7/29/02
SCL

— fixed database
this day.

* Appears to be a typographical error with the POU.

POD in Lincoln County, POUs in Custer County!

PLACE OF USE:

COMMERCIAL Within CUSTER County

T13N R19E S01 Lot 1 NENE	T13N R19E S01 Lot 2 NWNE
T13N R19E S01 SWNE	T13N R19E S01 SENE
T13N R19E S01 Lot 3 NENW	T13N R19E S01 SWNW
T13N R19E S01 SENW	T13N R19E S01 NESW
T13N R19E S01 NWSW	T13N R19E S01 SWSW
T13N R19E S01 SESW	T13N R19E S01 NESE
T13N R19E S01 NWSE	T13N R19E S01 SWSE
T13N R19E S01 SESE	T13N R19E S02 NESE
T13N R19E S10 Lot 11 SESW	T13N R19E S10 SWSE
T13N R19E S10 SESE	T13N R19E S11 SWNE
T13N R19E S11 SENE	T13N R19E S11 NESW
T13N R19E S11 SWSW	T13N R19E S11 SESW
T13N R19E S11 NESE	T13N R19E S11 NWSE
T13N R19E S11 SWSE	T13N R19E S11 SESE
T13N R19E S12 NENE	T13N R19E S12 NWNE
T13N R19E S12 SWNE	T13N R19E S12 SENE
T13N R19E S12 NENW	T13N R19E S12 NWNW
T13N R19E S12 SWNW	T13N R19E S12 SENW
T13N R19E S12 NESW	T13N R19E S12 NWSW
T13N R19E S12 SWSW	T13N R19E S12 SESW
T13N R19E S13 NENW	T13N R19E S13 NWNW
T13N R19E S14 NENE	T13N R19E S14 NWNE
T13N R19E S14 NENW	T13N R19E S14 NWNW
T13N R19E S15 NENE	T13N R19E S15 NWNE
T13N R19E S15 SWNE	T13N R19E S15 Lot 1 NENW
T13N R19E S15 Lot 3 SWNW	T13N R19E S15 SENW
T13N R19E S15 NESW	T13N R19E S15 NWSW
T13N R19E S15 SESW	T13N R19E S15 NWSE
T13N R19E S15 SWSE	T13N R19E S16 NESE
T13N R19E S16 Lot 7 SWSE	T13N R19E S16 SESE
T13N R19E S21 NENE	T13N R19E S21 Lot 1 NWNE
T13N R19E S21 Lot 4 SWNE	T13N R19E S21 NESE
T13N R19E S21 NESE	T13N R19E S21 Lot 5 NWSE
T13N R19E S21 Lot 8 SWSE	T13N R19E S21 SESE
T13N R19E S21 SESE	T13N R19E S22 NWNE
T13N R19E S22 SWNE	T13N R19E S22 NENW
T13N R19E S22 NWNW	T13N R19E S22 SWNW
T13N R19E S22 SENW	T13N R19E S22 NESW
T13N R19E S22 NWSE	T13N R19E S28 Lot 1 NWNE
T13N R20E S06 Lot 5 SWNW	T13N R20E S06 SENW
T13N R20E S06 NESW	T13N R20E S06 Lot 6 NWSW
T13N R20E S06 Lot 7 SWSW	T13N R20E S06 SESW
T13N R20E S07 NENW	T13N R20E S07 Lot 1 NWNW
T13N R20E S07 Lot 2 SWNW	T13N R20E S07 SENW
T13N R20E S07 NESW	T13N R20E S07 Lot 3 NWSW
T13N R20E S07 Lot 4 SWSW	T13N R20E S07 SESW
T14N R19E S25 SWNW	T14N R19E S25 SENW
T14N R19E S25 NESW	T14N R19E S25 NWSW
T14N R19E S25 SWSW	T14N R19E S25 SESW
T14N R19E S25 NESE	T14N R19E S25 SWSE
T14N R19E S25 SESE	T14N R19E S26 Lot 4 SENE



T14N R19E S26 Lot 5 NESE
T14N R19E S36 NENE
T14N R19E S36 SWNE
T14N R19E S36 SENW
T14N R19E S36 SESW
T14N R19E S36 NWSE
T14N R19E S36 SESE

T14N R19E S26 Lot 8 SESE
T14N R19E S36 NWNE
T14N R19E S36 SENE
T14N R19E S36 NESW
T14N R19E S36 NESE
T14N R19E S36 SWSE

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE
EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE
ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER
THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6),
IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

RECEIVED

06/22/2002 JUL 11 2002

Department of Water Resources

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: July 23, 2002

Water right number: 37-12535

STATE OF IDAHO

DEPT OF LANDS

PO BOX 83720

BOISE ID 83720-0050

Telephone Number: (208)334-0200

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 7-8-02

SIGNATURE: Bryce D Taylor, Area Supervisor

Please print your name: Bryce D Taylor

IDWR State Office, PO Box 83720, Boise ID 83707-9815

03/20/2002

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: **37-12535**

NAME AND ADDRESS: STATE OF IDAHO
DEPT OF LANDS
PO BOX 83720
BOISE ID 83720-0050

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.04 CFS
1.9 AFY

PRIORITY DATE: 01/01/1962

POINT OF DIVERSION:

T03S R18E S16 SWSWNW Within LINCOLN County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

COMMERCIAL

01/01 12/31

0.040 CFS

1.93 AFY

PLACE OF USE: COMMERCIAL Within LINCOLN County

T03S R18E S16

SWNW

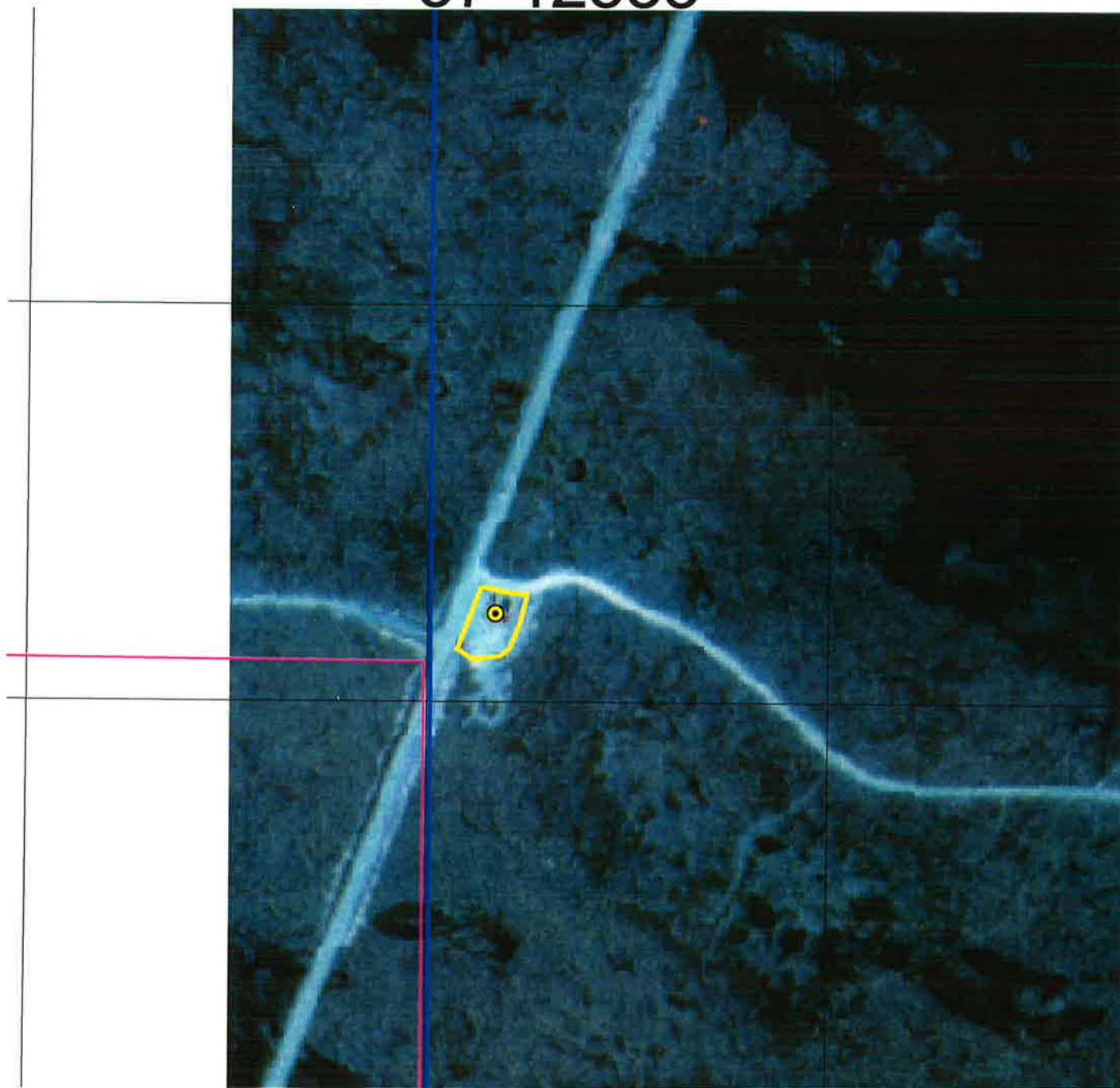
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: Beneficial Use

IDAHO DEPT OF WATER RESOURCES

37-12535



1320 0 1320 Feet

-  Basin 37 part 1-POU
-  Basin 37 part 1-POD
-  Ownership FED-Private
-  Streams
-  Section Lines
-  Quarter - Quarter lines

TWN: 3S
RNG: 18E
SEC: 16 SWNW



GIS Place of Use Presentation
NAPP Aerial Photo 1987/1988
By Steve Clelland

Date: MARCH 20, 2002

6/9/94

COMMUNICATION DOCUMENTATION

Claim No. 37-12535

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

3/20/2002 3:30 PM

NAME:

RE:

SCOTT WARD

CALLOUT

VOLUME USES

(TAKEN FROM
TABLES)

I called to get an estimate of the uses of water for the business as claimed under the right 37-12535. I got the phone number for Bear Claw Trading Post in the phone book. Scott is the manager for the store.

He explained the main business is the trading post store. Patronage is very sporadic, seasonal and difficult to estimate.

Store (2 public restrooms)
(1 private restroom)

400 gpd X 2 =
60 gpd X 1 =

800
60

2 houses

RV camp for 9 units

Very small patch of lawn & trees

(Std in house) 0.6 AF X 2 =
9 X 50 gpd =
X

1.2 AF

450
1310 gpd

He told me the well system was re-built and deepened in June 2001. They deepened the well to 520 feet but the actual water pumping level is closer to 200 feet. They also boosted the pump to a 5 hp.

Revised flow calculation:
$$\frac{8.8 \times 5 \times 0.7}{200 + (50 \times 2.31)} = 0.097 \text{ cfs}$$

— flow rate exceeds historic uses.

Scott
Estimated Lawn at 40'x40' = .03 AC $\therefore$ Volume
— said it was being reduced further

Volume: (estimate $\frac{1}{2}$ year use)

$$\frac{1310 \text{ gpd}}{325850 \text{ g/AF}} (182.5 \text{ days}) = 0.73 \text{ AF}$$

+ 1.2 AF

1.93 AF

3/20/02
SCC

GROUNDWATER MEASUREMENT REQUIREMENT ANALYSIS

FILE: 37-12535
DATE: 3-20-02
BY: gcl

THEORETICAL RATE OF FLOW: $Q = \frac{(8.8) \times (H.P.) \times (EFF.)}{TDH}$

Q = CFS
H.P. = Total Brake Horsepower of pumping plant (including booster)
EFF. = Pumping plant efficiency (ASSUME 70% OR 0.70)
TDH = total dynamic head = [(LIFT) + (PSI X 2.31)]
LIFT = depth to water in FEET from land surface to pumping water level
PSI = pumping pressure measured in psi near pump (if open discharge assume zero [0])

$$Q = \frac{(8.8) \times (2) \times (0.70)}{[(391) + (50 \times 2.31)]} = 0.024 \text{ cfs}$$

<u>LIFT FROM:</u>	<u>PSI FROM:</u>	<u>NOTES ON PUMP:</u>
measurement ()	measurement ()	Motor Make, Serial or ID
owner (X)	owner ()	
area estimate ()	estimate (X)	Pump Make, Serial or ID, rating
well logs ()	owner gage ()	
	Booster (Y) (N)	
REMARKS AS listed on claim. At 200 ft. lift = 0.04 cfs		

ANNUAL VOLUME ANALYSIS

< See separate sheet >

POTENTIAL Acre Feet/Acre/Annum = $\frac{(\text{DAYS IN SEASON}) \times (1.98) \times (Q)}{(\text{RECOMMENDED ACRES IRRIGATED})}$

(season)	(days)	CV-DV	
5/01-09/30	153	2-3	
4/15-10/15	184	2.5-3.5	POTENTIAL = (.....) X (1.98) X (.....)
4/01-10/31	214	3-4	
3/01-11/30	275	VARIES	(.....)
3/15-11/15	246	VARIES	
POTENTIAL =			

REQUIRED Acre Feet/Acre/Annum =
(AF/Ann/Ac irrigation requirement from chart for area)
NOTE that this is NOT Consumptive use

IF POTENTIAL IS GREATER THAN REQUIRED THEN NO MEASUREMENT NECESSARY ()
IF POTENTIAL IS LESS THAN REQUIRED THEN MEASUREMENT IS NECESSARY ()

DBA "BEAR CLAW TRADING POST"
1560 Hwy 75
Shoshone ID 83352

886-7123

IDAHO DEPARTMENT OF LANDS

SOUTH CENTRAL IDAHO AREA OFFICE
329 Washington Street
P.O. Box 149
Gooding, ID 83330
Phone (208) 934-5606 Fax (208) 934-5362

WINSTON WIGGINS - DIRECTOR

BOARD OF LAND
COMMISSIONERS

DIRK KEMPTHORNE
Governor

PETET. CENARRUSA
Secretary of State

ALAN G. LANCE
Attorney General

J.D. WILLIAMS
State Controller

MARILYN HOWARD
Sup't of Public
Instruction

March 18, 2002

RECEIVED

MAR 19 2002

Department of Water Resources

Steve Clelland
Dept. of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Re: Adjudication Claim Report 37-12535

Dear Mr. Clelland:

Enclosed are copies of a Contract of Sale, dated September 1, 1963, which indicates a well and buildings were already located on the W1/2SWSW, Sec. 16, T3S, R18E B.M. I have also enclosed a State of Idaho
→ Lease #59 issued in 1962 for these same lands. I believe Lease #59 was renewal of an earlier lease issued in 1952.

I am submitting these to you as evidence to support the Department of Lands claim to a 1956 priority date for a well in the SWSWNW Sec. 16, T3S, R18E, B.M.

These lands have been leased continually since 1952 in ten year interval leases as a commercial business. There have been various lessees. The first lessee I have record of was Edward and Olga Herzinger. The well is used to support two residences, a retail store and a RV campground today. For many years the well was for a café/service station/apartment, as discernable in the bill of sale enclosed.

If you need additional information please let me know (934-5606).

Sincerely,

Bryce Taylor

BRYCE TAYLOR
Area Supervisor

Enc.

Proof
Doc.

3/20/02
su

KEEP IDAHO GREEN
PREVENT WILDFIRE

EQUAL OPPORTUNITY EMPLOYER

Fried Bruschetta
Information you
requested
[Signature]

Page 59

1-PC

CONTRACT OF SALE

THIS AGREEMENT made this 14 day of September, 1963, between EDWARD HERZINGER and OLGA HERZINGER, husband and wife, hereinafter called the Sellers and ZANE W. DAVIS and DORA F. DAVIS, husband and wife, hereinafter called the Buyers.

WITNESSETH:

That in consideration of the agreements herein contained the Sellers agree to sell to Buyers and the Buyers agree to purchase from Sellers according to the terms and conditions herein contained the following described personal property situated in Lincoln County, State of Idaho, adjacent to U. S. Highway No. 93 near the Shoshone Ice Caves and known as the Ice Caves Cafe and upon the following described premises, to-wit:

W23W1N1W of Section 16, Township 3 South, Range 13, E. B. M.

That this sale includes all business, fixtures, property and supplies of said cafe including the good will and trade name thereof and including Sellers right, title and interest in and to the State of Idaho lease unto Sellers dated January 1, 1962, together with the following described personal property thereon:

Building	1 Electric range
Building No. 2	1 butane grill
Well	1 canopy over stove
2 Gas Tanks	2 oil stoves
2 Gas Pumps	1 refrigerator
1 Compressor	1 washing machine (Maytag)
3 Flood Lights	Medicine chest
Walk-in Box	Other articles too numerous to mention
1 Beer Cabinet	Linen cabinet
1 Pop cooler	2 electric clocks
Construction Work	1 back bar
2 Cash registers	1 front bar
2 Glass show cases	1 Air conditioner
2 deep freezers	13 stools
1 - 3 compartment sink	4 tables
1 kitchen sink	

8 chairs ✓
Dishes ✓
Cooking utensils ✓
Linen ✓
Towels ✓
Silverware ✓
1 candy case ✓
Grocery shelves ✓

Work tables and cabinet ✓
Cabinets on wall ✓
Meat slicer ✓
Hot water tank ✓
3 beds, springs and mattresses ✓
2 dressers ✓
2 chiffoniers ✓

It is agreed that Sellers retain title to all of said personal property, trade name and business together with all replacements of fixtures and equipment and other property placed therein for the operation of said business.

This purchase agreement includes the beer licenses of Seller for said premises and Sellers agree to execute all necessary documents and to co-operate with Buyers for the sale and transfer of said existing beer licenses therefore.

The Buyers promise and agree to pay to Sellers through the escrow holder herein provided for and as the purchase price for all of said personal property the sum of sixteen Thousand Dollars (\$16,000), lawful money of the United States of America to be paid as follows:

1. The sum of \$2,500 down payment, the receipt of which is hereby acknowledged.

2. The balance of said purchase price being the sum of \$13,500 together with interest from date thereon at the rate of five per cent per annum to be paid as follows:

- a. The sum of \$500 plus interest due on or before March 1, 1964.
- b. On the first day of each and every month thereafter until this Contract is paid in full, the sum of \$100 per month, principal plus interest, said payment to be applied first on the interest due and then on the principal balance.
- c. The Buyers shall have the privilege of prepaying any sums due hereunder at anytime without penalty.

The Sellers agree that this sale and Contract is subject to Sellers obtaining written approval from the State Board of Land Commissioners of the State of Idaho who are the lessors in said Lease Agreement for the land upon which said premises is located. Sellers agree to execute and acknowledge an Assignment of all of their right and interest in said State Lease Agreement.

The Buyers shall be entitled to possession of said premises as of date of this agreement provided that Buyers shall obtain transfer of or obtain a new State and County beer licenses for said premises before selling any beer thereon.

The parties agree that all business shall terminate for Sellers and shall commence for Buyers as of the effective date of this Contract and Sellers agree to immediately pay all indebtednesses of said business pursuant to the Bulk Sales Law of the State of Idaho and to execute and deliver unto Buyers as of the date of this Contract a Bulk Sales Affidavit showing all indebtednesses, accounts of said business and property fully paid excepting that the parties agree to pro rate the 1963 lease payment for the real property to the State of Idaho as of September 1, 1963.

The Buyers agree to perform all of the terms and conditions of said State of Idaho Lease Agreement and to maintain the same in effect and force and to hold harmless Sellers from any payments due thereunder.

The Buyers agree not to encumber, sell or remove any of the fixtures or equipment from said premises except upon written consent of Sellers and Buyers agree to replace any fixtures or equipment that may be lost, damaged, destroyed or worn out during

*the term of this Contract and title to said replacement shall
in Sellers subject to the terms of this contract.*

agree to maintain said equipment and fixtures in a like condition as now exists, reasonable wear and tear excepted.

It is agreed that when Buyers have fully performed this Contract and paid the same in full title to said property, fixtures and equipment, trade name and business shall vest in Buyers, free and clear of all liens and encumbrances.

The Buyers agree to file a Certificate of Assumed Business Name in Lincoln County, Idaho, prior to doing any business in said premises and under said name.

The Buyers agree to comply with all laws of the State of Idaho, Lincoln County and the United States of America concerning said premises and the operation thereof.

The Buyers agree to maintain fire insurance upon said fixtures, equipment and supplies with a reliable insurance company with a rider showing Sellers' interest hereunder and in a sum at least equal to the unpaid balance of this Contract.

The Sellers agree to pay the 1963 personal property taxes on said business equipment, fixtures and property to September 1, 1963. The Buyers agree to pay the pro rata share thereof from September 1, 1963, and all years subsequent thereto.

The Buyers agree not to assign, lease, sublease or in any way encumber this Contract or any of said personal property or any part thereof and including said State of Idaho Lease Agreement, without the written consent of Sellers.

It is agreed that the Twin Falls Bank & Trust Company of Twin Falls, Idaho, shall be the escrow holder and that the parties will immediately place therein a copy of this Contract, Assignment of State of Idaho Lease Agreement, Bulk Sales Affidavit, E111 of Sale and fire insurance policy. The parties agree to equally share the initial escrow fee together with the attorney's fee for preparation of these documents.

It is agreed that time is of the essence of this Contract and if Buyers should fail, refuse or neglect to perform any of the terms hereof, Sellers have the option to declare this Contract forfeited whereupon all rights of Buyers to complete the same shall terminate and Buyers shall forfeit all sums paid as liquidated damages and Sellers shall have immediate possession of said premises, fixtures and property together with said State of Idaho Lease Agreement together with all replacements and improvements made thereon and therein. In case of default and termination of this Contract the Buyers agree to execute all necessary documents to obtain release of said State of Idaho Land Lease Agreement and of the County and State beer licenses therefore. In event of said default the Sellers agree to give Buyers written notice of said default and Buyers shall have fifteen (15) days thereafter to correct said default.

In the event that Sellers are obliged to employ an attorney to enforce any of their rights hereunder Buyers agree to pay all costs and reasonable attorney's fee for Sellers.

This agreement binds the parties, their heirs and representatives.

Edward H. Harginger

Olga Harginger
Sellers

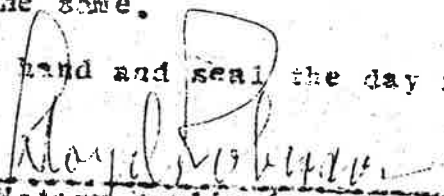
John W. Davis

John W. Davis
Buyers

STATE OF IDAHO)
County of Twin Falls) 83

On this 1st day of September, 1963, before me, the undersigned, a Notary Public for Idaho, personally appeared Edward Herzberger and Olga Herzberger, husband and wife, and Anne W. Davis and Vera F. Davis, husband and wife, known to me to be the persons whose names are subscribed to the foregoing Contract of Sale and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have set my hand and seal the day and year first above written.


Notary Public for Idaho
Residing at Twin Falls, Idaho



FORM No. 781
Stevens-Ness Law Pub. Co.
Portland, Oregon © 1950-KA

SELLER'S CLOSING STATEMENT

Property of ED. J. LINCOLN
Sold to LANE TRAVIS
By LOYD ROBERSON Broker
Description: ICE CAVES CAFE
City of PORTLAND, County of CLATSOP
State of OR, Settlement date SEPT 1, 1953

	DEBIT	CREDIT
PURCHASE PRICE		<u>\$12,000.00</u>

CONVEYED SUBJECT TO: 1st Mtg. bal., plus int. \$

2nd Mortgage balance, plus interest

Contract balance, plus interest

Chattel Mortgage balance, plus interest

PAID BY BROKER FOR SELLER AT CLOSING:

1st Mortgage balance, plus interest

2nd Mortgage balance, plus interest

Contract balance, plus interest

Chattel Mortgage balance, plus interest

Taxes due to _____, 19

Municipal liens

Water charges

MTG. given seller as part of purchase price

CONTRACT given as part of purchase price 135.00

TAXES: Paid in advance by seller

Assumed by buyer, plus interest 84.15

INSURANCE: Fire—unearned premium

Liability—unearned premium

MUNICIPAL LIENS: Paid in advance by seller

Assumed by buyer, plus interest

RENTS: Paid in advance to seller

Due at settlement—adjusted

WATER CHARGES: Paid in advance by seller

Assumed by buyer, plus interest

TITLE INSURANCE or Abstract

REVENUE STAMPS

RECORDING FEES—Paid by seller

BROKER'S COMMISSION 800.00

1/2 ESCROW FEES 8.00

1/2 ATTORNEYS 25.00

BALANCE DUE SELLER BY BROKER 1582.34

TOTALS (Debit and Cr. columns must balance) \$16,000.00 \$16,000.00

The foregoing statement is hereby certified to be correct.
Lloyd Roberson Broker

MANUAL DELIVERY: Received a true copy of above; also broker's check for balance due seller as shown above; the above statement hereby is certified to be correct.

Date 9/1/53 Ed. J. Lincoln Seller

MAIL DELIVERY: Copy of above statement sent by U. S. Registered Mail with check for balance due seller as shown above; registry return receipt cards to be attached.

Date _____, 19____ Broker

Assignment to Zane & Dora Davis

129-81
SPEC. #59

16

of Shoshone, Idaho
Recorded 10-29-63

STATE OF IDAHO LEASE

TURSKA, Dora F. DAVIS
By Decree of Distribution 1-4-65

THIS INDENTURE OF LEASE, made this 1st day of January, 1962, by and between the State Board of Land Commissioners of the State of Idaho, party of the first part, hereinafter referred to as "Lessor" and Edward Herzinger and Olga Herzinger, his wife, of Route 1, Buhl, Idaho, party of the second part, hereinafter referred to as "Lessee",

WITNESSETH: That for and in consideration of the terms and conditions hereinafter contained, the Lessor does hereby lease unto the Lessee the following described premises -

W¹/4 Sec. 16, Twp. 3S., Rge. 18E.B.M., in Lincoln County, Idaho
for a term of ten (10) years, terminating December 31, 1971, on the following terms and conditions, to-wit:

1. The Lessee shall pay the sum of \$75.00 rent per year on January 1, each year hereafter, during the life of this lease, unless the amount of annual rent to be paid is raised or lowered by order of the State Board of Land Commissioners, which Board reserves the right to change the annual rent, based upon the volume of traffic entertained by the concession.
2. The Lessee shall submit to the State Land Commissioner an annual sworn statement of the gross income derived from this concession.
3. All mining rights, rights of way, rights of access, all appurtenances and improvements and the fee in said property, its improvements and appurtenances are reserved to the State, except as herein provided or hereinafter consented to by the State. It is understood the Lessee is the owner of the buildings, tanks and other service station equipment placed upon the property by him.
4. Lessee shall neither commit, permit nor suffer commission of damage to or waste upon said premises, its improvements or appurtenances nor permit any unlawful use thereof, nor permit any use thereof whatever except for service station, motel and restaurant purposes.
5. The Lessee shall not be considered an agent of the State of Idaho in any matter of negligence or otherwise.
6. This lease is not subject to assignment except with the consent of the Lessor.

The State expressly reserves the following additional rights:

- (a) To sell the said premises or any part thereof and to grant easements on the said premises, upon justly compensating the Lessee for any improvements necessarily taken by the Lessor or used as a result thereof.
- (b) To require changes in sanitary, amusement or other facilities to be made in the interests of safety, public health or preservation of property.
- (c) To inspect the said premises and any buildings thereon at any reasonable time, with right to enter.
- (d) To re-enter and take possession of such premises with or without process, upon breach of any term or condition hereof, and thereupon cancel this lease.

Copy

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands with formality and attestation required by law.

COUNTERSIGNED:

STATE BOARD OF LAND COMMISSIONERS
OF THE STATE OF IDAHO

Arnold Williams
Secretary of the State of Idaho

By: [Signature]
President of the State Board of Land
Commissioners and Governor of the
State of Idaho

[Signature]
State Land Commissioner

Edward Herzinger
Lessee

Olga Herzinger
Lessee

STATE OF IDAHO }
County of TWIN FALLS } ss

On this 6th day of JUNE, 1962, before me, a Notary Public in and for said State, personally appeared EDWARD HERZINGER and OLGA HERZINGER, husband and wife known to me to be the lessee that executed the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

[Signature]
Notary Public for Idaho
Residing at Boise, Idaho
Commission expires 1-1-66

STATE OF IDAHO }
County of Ada } ss

On this 13 day of June, 1962, before me, a Notary Public in and for said State, personally appeared ROBERT E. SMYLLIE, known to me to be the president of the State Board of Land Commissioners of the State of Idaho, and the Governor of the State of Idaho; and JOHN G. WALTERS, known to me to be the State Land Commissioner, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho, and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

[Signature]
Notary Public for Idaho
Commission expires March 5, 1963
Residing at Boise, Idaho



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866 www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

37-12535
STATE OF IDAHO
DEPT OF LANDS
STATEHOUSE MAIL
PO BOX 83720
BOISE ID 83720

March 4, 2002

Re: Evidence of Priority Date for SRBA Claim

RESPONSE DEADLINE
MARCH 29, 2002

Dear Claimant:

The Notice of Claim identified with the number shown above has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates your water usage is based on "Beneficial Use" or a "Statutory Claim." Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed. The date of first use, known as the priority date, has not been confirmed by a License, Decree or Permit. The Department will, at a later date, conduct reviews and/or field exams for the claims in your area. Since the priority date of a beneficial use water right cannot be confirmed by field examination, **proof must be provided by the claimant** supporting the priority date claimed.

If you no longer own the property to which the claim is appurtenant please forward this correspondence to the present owner, or return it to the Department. If you have received this correspondence from the previous owner of the property it is recommended that you file a Change of Ownership form with the Department in order to receive future mailings and to continue to be a party in the adjudication.

Enclosed you will find a computer printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority." The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement.

PLEASE NOTE: The Department will not recommend the court decree the notice **as claimed** if no evidence of a priority date is submitted. It will be to your advantage to provide clear and convincing evidence. If you choose to submit statements from individuals as evidence, the statement should be in the form of a notarized affidavit.

Submit the required evidence supporting the priority date by the date shown above, referencing all documents with the corresponding Notice number. If you have questions not covered by this letter or the enclosed pamphlet, please contact the office listed above.

Sincerely,

Steve Clelland
Water Resource Agent, Sr.

Enclosures