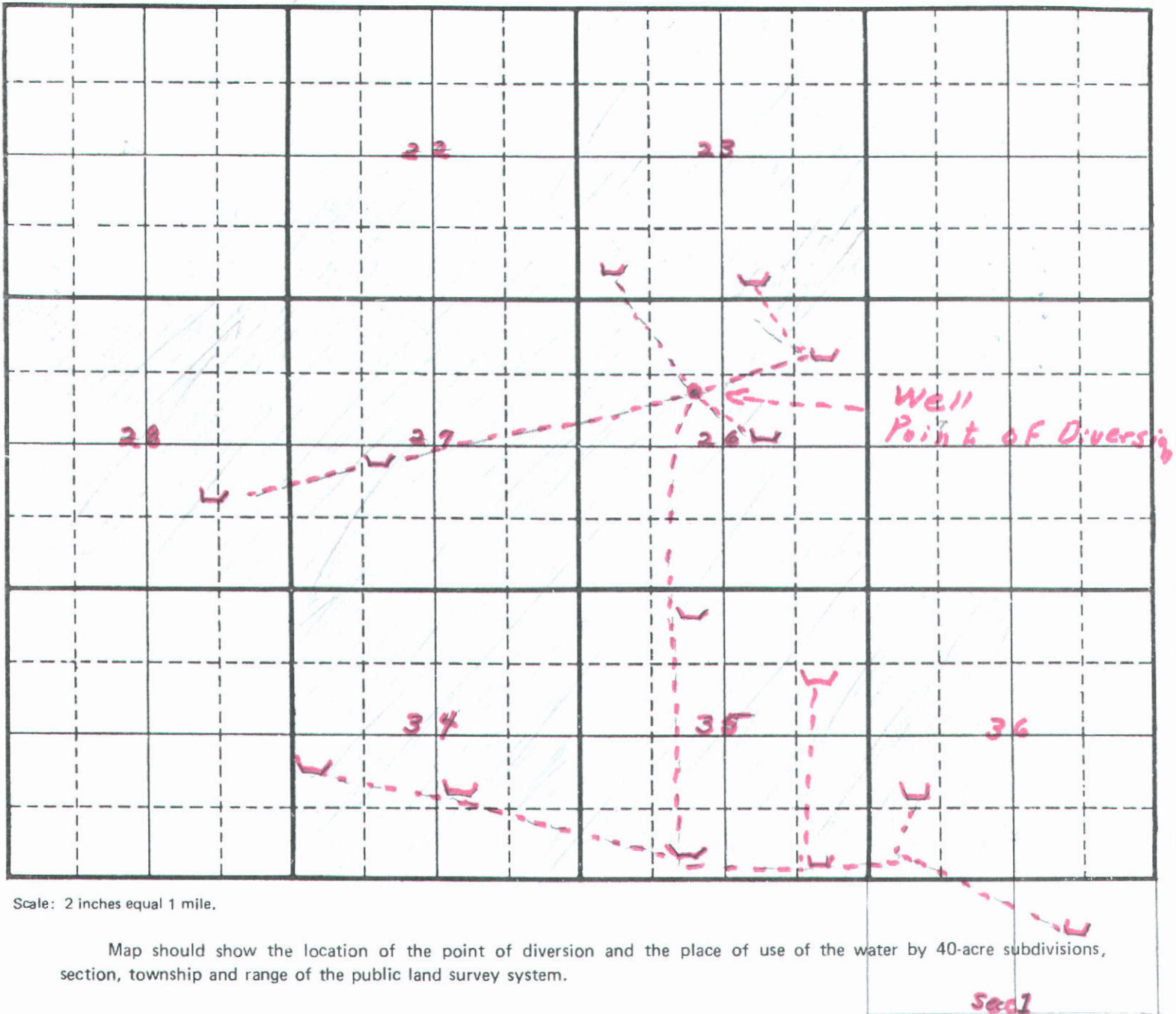


(8) Remarks _____



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
 County of Cassia) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Reige Inc. By John A. Bivie
Chris M. Ladd
 (Claimant)

Sworn to before me this 1st day of July

Gene Baxter
 Notary Public
 Residing at Malta, Id

My commission expires Life

FOR DEPARTMENT USE ONLY

Received by <u>J.F. Stanton</u>	Date <u>7-1-85</u>	Exception filed by:	Forwarded to	Date
Prelim. check by <u>MTB</u>	Date <u>7-9-85</u>		claimant by:	
\$200, \$30.00 fee received by <u>Q</u>	Date <u>7-1-85 #3667</u>			
Published in <u>South id press</u>				
Dates <u>8/8 + 8/15/85</u>				

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT



Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Pierce Inc and Alvin Nello
(Name of Claimant)
Malta Idaho 83342 Telephone No 645-2580
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority (When was the water first applied to a beneficial use) Sept 27, 1954

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water (Name of stream, lake, spring, etc., or ground water)
Ground Water tributary to _____

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

(cfs, af)	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive) (Mo, Day)	(Mo, Day)
Quantity <u>.51 af</u>	Use <u>Stock</u>	Period of Use From <u>Jan 1</u>	To <u>Dec 31</u>
Quantity _____	Use _____	Period of Use From _____	To _____
Quantity _____	Use _____	Period of Use From _____	To _____
Quantity _____	Use _____	Period of Use From _____	To _____
Quantity _____	Use _____	Period of Use From _____	To _____

(4) .51 TOTAL QUANTITY USED
(cfs, af)

(5) A) Point of diversion (Location of point where water is diverted from its source)
SE 1/4 NW 1/4, Sec. 26 Twp 13S Rge. 28E B.M., County of Cassia
Additional points of diversion _____

B) Describe means of diversion of water (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.) Give sizes and capacities be as specific as possible. Describe any changes in the system and give the date of the change.
8" well - 150' deep - turbine pump - belt head Powered by gasoline Motor converted to electric in 1964

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T S	R E	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
13	28	22									X	X	X	X	X	X	X	X	320
13	28	23	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	640
13	28	24	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	640
13	28	27	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	640
13	28	34	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	640
13	28	35	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	640
13	28	28	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	640
14	28	1	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	320
13	28	36					X	X	X	X	X	X	X						

No. of acres 4480

B) If water is used for other than irrigation, fully describe that use, being as specific as possible _____

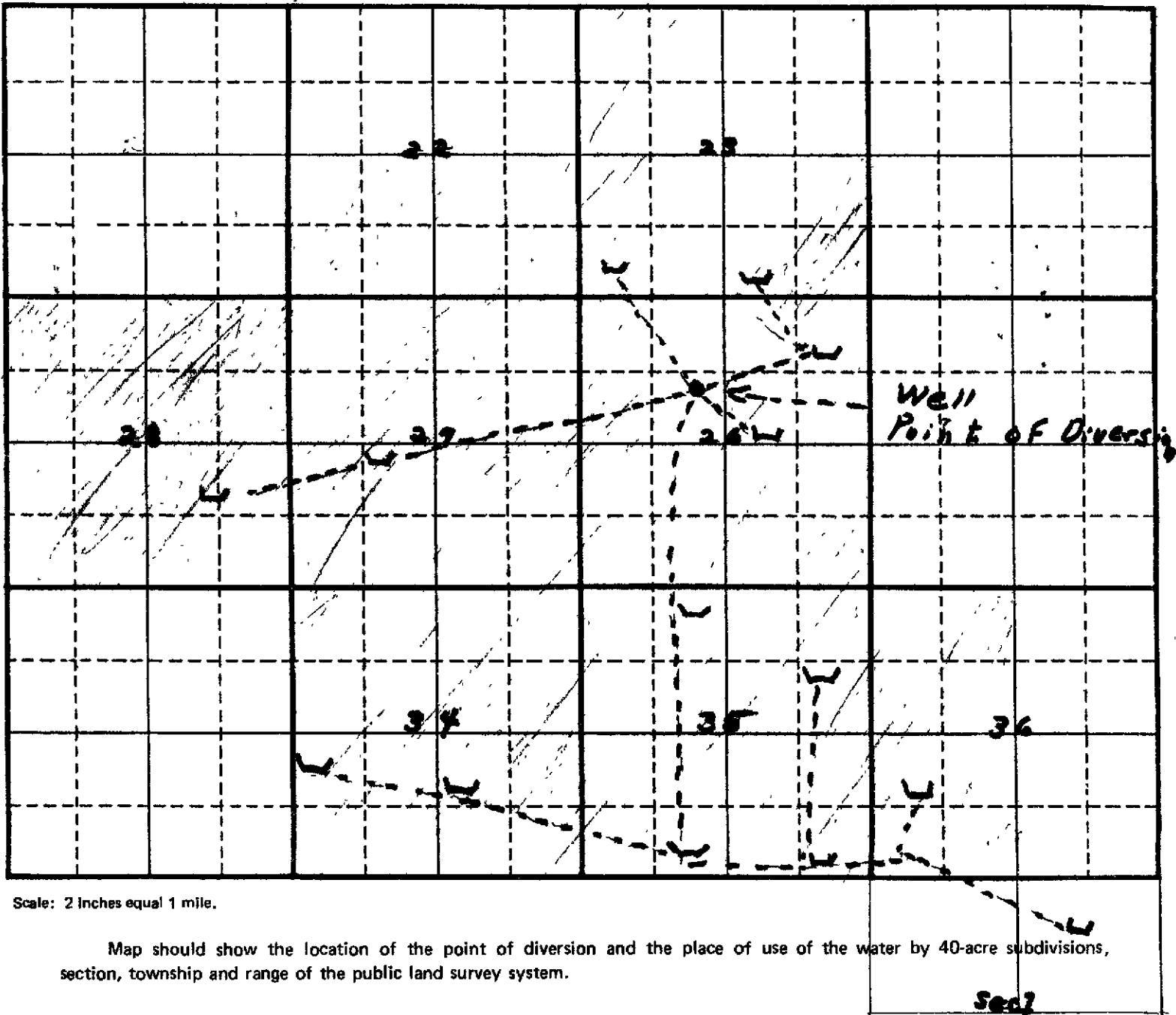
Water is distributed by 3 small booster pumps and pipe lines supplying clean running water for approximately 1200 cattle. Originally cattle had to travel considerable distances to water at ditches or ponds.

NOTE Include here the type and number of stock watered

(7) If you are claiming water as a member of an organization, list name of organization Originally this was Rath River Grazing Assn. & Deeded to applicants

MICROFILMED

(8) Remarks _____



Scale: 2 Inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
 County of Cassia) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Reijo Inc. Bjorkwa Prince
Chris Medo
 (Claimant)

Sworn to before me this 1st day of July, 19 85

Gene Baxter
 Notary Public
 Residing at Malta, Id

My commission expires Life

FOR DEPARTMENT USE ONLY

Received by <u>J. E. Stanton</u>	Date <u>7-1-85</u>	Exception filed by:	Forwarded to	Date
Prelim. check by <u>OTBR</u>	Date <u>7-9-85</u>		claimant by	
\$200, ~~\$20.00~~ fee received by <u>JP</u>	Date <u>7-1-85 #3669</u>			
Published in <u>South id press</u>				
Dates <u>8/8 + 8/15/85</u>				

Consigned To: **Dean Rogers**L & B No. **C****8596**Destination: **Kalta, Idaho**

Customer's No.

Shipping Instructions: **B/W**Job Name: **Kalt River Cattle Grazing Area**Scheduled Shipping Date: **7-1-54**

Date Shipped:

QTY. 1	BOWL ASSEMBLY	
Type 801	Stages 6	
Disch. Case L336 55		
Size Col. 5" std butt	Cplg. R 2652	
Size Tube 2"	Adapter R32077	
In Case L33656		
Size Section 5" std taper	Cplg. or Bushg.	
Shaft 1-3/16 x 1" 107PI	Dwg. 103133	
Shaft Cplg. 1" 107PI		
Impeller 801 64 x 30° 1/2" FL=1/8		
230	GPM	140 FT. 1750 RPM

QTY. 1	HEAD ASSEMBLY	
Type 12 AC-8	20825	
Disch. Head V3310		
Disch. Flg. 1 1/2 x 5" std.		
Col. Flg. (If Shipped on Head)		
Tension Nut Assembly L33723 1 1/2 x 1"		
Gaskets Gal & disch.		
1-L33601 6" D GROOVE V pulley for 1-10		

SPECIAL SHAFTING			
Head Shaft 2 1/4 x 1" 107PI			
4 x 1 1/8 x 6"			
Other Special Shaft 6 x 7 x 1" 107PI			

SPECIAL TUBING							
1	Pcs.	2'-0"	Lgth.	1 1/2	Tube	12	Thd.
1	Pcs.	2'-0"	Lgth.	1 1/2	Tube	12	Thd.
1	Pcs.	5'-0"	Lgth.	1 1/2	Tube	12	Thd.
1	Pcs.	5'-0"	Lgth.	1 1/2	Tube	12	Thd.

Assemble in 9'-10"	Lgth. w/	
Line Shaft Brgs. for 1"	Shaft	2

QTY.	MISCELLANEOUS EQUIPMENT	
	ITEM	
	H.P.	Elec. Motor Fr.
	Cy.	Ph. V. RPM
Ship By		
	H.P.	Panel Bd.
	Cy.	Ph. V. w/Special
Equipment as Shown		
Ship By		
Additional Items		
Ship from Twin Falls stock		
1-10 belted assembly w/ pulley		

ACCOUNT DISTRIBUTION	

QTY.	STOREROOM PACKING LIST	
	ITEM	
4	5" std x 1 1/2" Spiders 12 x 1 1/2"	
11	Lineshaft Brgs. for 7 1/2" Tube 1" Shaft	
13	1" Shaft Cplg. 10 Thd.	
1	1" Adj. Nut 10 Thd. 1-2620	
1	1" Drive Key 1-3311	
1	10-32 Lockscrew 1 1/2 Long	
2	3/8 x 1" Capscrews Oiler Brkt.	
4	3/8 x 1 1/2" Capscrews Motor Attach.	
	Machine Bolts w/Nuts	
	Leveling Screws	
	Ft. Well Gauge w/Valves & Fittings	
	Ft. of Airline	
	Set Water Pre-Lub. Figs. Per Dwg.	
1	Oil Res. Assem. w/Drip Valve, Line, & Figs.	
	Solenoid Oiler Valve V. Cy.	
1	Oil Reservoir Support Brkt. 1-3602	
1	Rings 1-3112 Packing	
	Tubing Locknut	
	Tube Tension Wrench	
	Bearing Retainer Wrench	
	Slinger Rings (Water Lub.)	

QTY.	YARD SHIPPING LIST	
	ITEM	
1	1 1/2" Lgth. 5" std. 1 1/2" Suction Pipe w/Str.	
	Lgth.	Disch. Pipe
1	10'-0" Lgth. 5" std. 1 1/2" Top Col. Section	
	w/ 11-452	Fig. (Unless Shipped on Hd.)
12	15'-0" Lgth. 5" std. 1 1/2" Col. Pipe w/Cplg.	
	Lgth.	Col. Pipe w/Cplg.
11	10'-0" Lgths of 1 1/2" x 1" Std. Tube & Shaft Assem.	
1	10'-0" Lgth. Top Section Tube & Shaft Assem. Using 1"	
	Lgth. Spec. Shaft Listed at Left.	
1	10'-0" Lgth. Spec. Tube & Shaft Assem. Made Up of	
	Section 2 Tubing & 1 Section	
	Tubing w/One 2 Tubing Reducer & One	
	Section 1 1/2" x 1 1/2" Thd.	
	Shifting 10	
	10 Ft. Lgths. of Water Lub. Shaft	
	Assembly Per Dwg.	
	Gal. Water Pre-Lub. Tank.	

BILLING	

ACKNOWLEDGMENT

Pump No. **20825**

Dealer

Written By

Date

FACTORY ORDER & SHIPPING BILL OF MATERIAL
LAYNE & BOWLER CORPORATION**C** **8596**
CALIFORNIA

MANUFACTURERS OF

LAYNE & BOWLER CORPORATION a Corporation of Los Angeles, Los Angeles County, California, hereinafter
 called the Seller, and Raft Racer Trading Association of Malibu
 in the county of Califia and State of Califia hereinafter called the Buyer, do
 hereby agree upon the 30 day of August 1954, as follows: Malibu
 Seller agrees to furnish and to sell the following described Machinery to the Buyer F.O.B.
 To wit:

- 12 FC Directing Head w/ 5" Outlet
- 130 Feet 5" x 1 1/2" x 1" Column w/ 1 Comp.
- 6 Stage 8 CL
- 5" Strainer w/ male threads
- P10 Pulley Assembly

Pumping capacity in gallons per minute 230 gpm Revolutions per minute 1120
Lift below surface 140 Ft. Lift above surface 0 Ft. Total lift _____ Ft.
Shipment to be made in about 3 days after receipt and approval of order.

Land upon which said pump and equipment will be installed:
Detail of Section: _____

PRICE:

Buyer agrees to buy said Machinery and to pay Seller at Los Angeles, California, the total purchase price of _____ \$ _____

Balance \$ _____ Payable as follows: Salt Lake County, Utah

or 30 days after Received &

MICROFILMED

together with interest on all deferred payments from _____ 19____ until paid at the rate of eight per cent per annum, payable when installments of purchase price are due.

MAKE ALL REMITTANCES PAYABLE TO LAYNE & BOWLER CORPORATION

Seller guarantees that the pump herein specified will do its work as herein 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, immediately 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 beyond replacing defective parts as aforesaid, and Buyer shall pay all costs of labor and other expenses incurred in making such replacements. In case of failure of the machinery herein described to perform the said specified duty, Seller in accordance with said terms 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 that well is clogged 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-salted and/or non-corrosive water, free from sand, clots 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.

Payment of the method of bookkeeping, or of the form of invoice that may be used by Seller, is agreed that the title to the machinery furnished hereunder shall remain in Seller until the entire purchase price and interest, which is 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 expenses, 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 money 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, which may be the made 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, services 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 or 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,

to the unpaid amounts due under this contract, in which event said Buyer agrees to pay Seller, after said net amount has been credited to Buyer's 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 hereinafore 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 or prevent Seller from pursuing any other remedy hereunder, and any recovery on making 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 recovering 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 if any 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 sums 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 damage 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 makes same and notice in writing is given five days before shipment as 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 equipment 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 it in conformity with 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 damages, particularly including loss or damage for diminution 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, if being undercased and cased by Buyer, that the well 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 defect 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 fail to make installation by reason of the Buyer's failure to pay the installed price of the machinery, or a rebate to Buyer equaling the balance between the installed price and value of Seller's efforts in attempting the installation, and the price above specified for installation of the pump, then 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 negotiations 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 CORPORATION

By Dean E. Rogers Salesman

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

30 day of August, 19 54

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.

Ralph B. Rivers Raymond A. Rivers
Buy John A. Rivers

(Buyer's Mailing Address)

Buyer's Signature

TAX COLLECTOR'S RECEIPT

MINIDOKA COUNTY
RUPERT, IDAHO
83360

RECEIVED

DATE PAID

6-20-85

DONALD SUCHAN
RT 2 BOX 3406
PAUL ID 83347

PERSONAL CHECKS ACCEPTED
SUBJECT TO BANK CLEARANCE

ALL CHECKS AND DRAFTS
SHOULD BE MADE PAYABLE TO

PHYLLIS NORBY
TAX COLLECTOR, BOX 474
MINIDOKA, COUNTY
RUPERT, IDAHO 83360

NE 21-8-22
W2 21-8-22

Received full
amount of
taxes for

TAX COLLECTOR

1984

BY

LEVY SHEETS ARE AVAILABLE IN COUNTY TREASURER'S OFFICE

MARKET VALUE	DISTRIBUTION OF GENERAL TAXES					Taxable Amount	TOTAL TAXES	
	State	County	City	School	Highway		Amount	Code
259,950	1.56	589.84		1,028.10	316.62	259,950	2,236.62	11
480	49.37	40	88.90		162.20			
AC-LOT	CEMETERY	LIBRARY	FIRE	SEWER	INDIGENT			Special Code
DISTRIBUTION OF GENERAL TAXES								
LESS DEDUCTION								
TOTAL DUE								

NOTICE TO TAXPAYERS:

- YOU ARE HEREBY NOTIFIED THAT THE PROPERTY DESCRIBED IN THIS NOTICE HAS BEEN ASSESSED IN YOUR NAME AND CERTAIN TAXES LEVIED ON SAID PROPERTY AS SHOWN.
- PLEASE DO NOT LOSE OR DESTROY THIS NOTICE. IT MUST BE BROUGHT WITH YOU WHEN PAYING TAXES.
- PLEASE NOTIFY OF ANY CHANGE IN ADDRESS.

Amt. Del.	
Pen.	
Total Del.	
Interest	
Current Amt.	
TOTAL DUE	

DELINQUENT TAXES

1981
1982
1983

1984

RECORDED

TAX COLLECTOR'S RECEIPT

MINIDOKA COUNTY
RUPERT, IDAHO
83350

RECEIPT

DATE PAID 6-20-85

DONALD G SUCHAN
RT 2 BOX 2466
PAUL ID 83347

PERSONAL CHECKS ACCEPTED
SUBJECT TO BANK CLEARANCE

ALL CHECKS AND DRAFTS
SHOULD BE MADE PAYABLE TO

PHYLLIS NOBLE
TAX COLLECTOR, BOX 474
MINIDOKA, COUNTY
RUPERT, IDAHO 83350

SE4
21-8-22

Received full
amount of
taxes for

1984

TAX COLLECTOR

BY

LEVY SHEETS ARE AVAILABLE IN COUNTY TREASURER'S OFFICE

MARKET VALUE	DISTRIBUTION OF GENERAL TAXES					Taxable Amount	TOTAL TAXES	
	State	County	City	School	Highway		Amount	Code
181,350	.85	321.02		559.53	172.32	141,475	1,217.26	11
160	26.8038		48.38		88.28			
AC-LOT	CEMETERY	LIBRARY	FIRE	SEWER	INDIGENT			Special Code
DISTRIBUTION OF GENERAL TAXES								
LESS DEDUCTION								
TOTAL DUE								

NOTICE TO TAXPAYERS:

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2. PLEASE DO NOT LOSE OR DESTROY THIS NOTICE. IT MUST BE BROUGHT WITH YOU WHEN PAYING TAXES.
3. PLEASE NOTIFY OF ANY CHANGE IN ADDRESS.

Amt. Del.	
Pen.	
Total Del.	
Interest	
Current Amt.	
TOTAL PAID	

DELINQUENT TAXES

1981
1982
1983

1984

SOUTH IDAHO PRESS

BURLEY, IDAHO

AFFIDAVIT OF PUBLICATION

County of Cassia,

STATE OF IDAHO

Sue Sobria, being first

duly sworn, deposes and says that she is the

clerk of the South Idaho Press, a daily newspaper published at Burley, Idaho, in the county aforesaid and that the paper is of general circulation therein. Deponent further states that the printed notice attached hereto was duly published according to law in the regular editions of

The South Idaho Press for two consecutive weeks, commencing with the issue dated 8 8 1985, and ending with the issue dated 8 15 1985

Subscribed and sworn to before me

this 22nd day of August

1985

Notary Public

Cost of Publication 160.00

Notary Fee 50

Total Cost 210.00

NOTICE OF CLAIMS TO AIR RIGHTS
Notice is hereby given that the following claim(s) to water right(s) have been established by diversion and application to beneficial use:

GARDINER, GOLDEN F
H/C 72 BOX 2038, MALTA, ID 83342
Source: CASSIA CREEK trib to RAFT RIVER
Priority Date: 03/01/1949
Diversion Pt: SENW Sec 23 T 13S R 26E
Use: IRRIGATION (2.40 CFS)
In: NESE NWSE Sec 23 T 13S R 26E NWSW Sec 24 T 13S R 26E FOR 116 ACRES
43-4239

PIERCE, INC.
ALVIN NEDDO
MALTA, ID 83342
Source: GROUNDWATER
Priority Date: 09/27/1954
Diversion Pt: SENW Sec 26 T 13S R 28E
Use: STOCKWATER (0.51 CFS)
In: SWSW SWSE Sec 23 T 13S R 28E NENE SWNE Sec 26 T 13S R 28E NESW Sec 27 T 13S R 28E NWSW NWSE Sec 34 T 13S R 28E SENE NENW SESW SESE Sec 35 T 13S R 28E NESE NWSE Sec 28 T 13S R 28E NWSW Sec 36 T 13S R 28E NENE NWNE Sec 01 T 14S R 28E
43-4238

PIERCE, JOHN A.
MALTA, ID 83342
Source: GROUNDWATER
Priority Date: 01/22/1960
Diversion Pt: SENW Sec 23 T 13S R 27E
Use: IRRIGATION (1.40 CFS)
STOCKWATER (0.33 CFS)
DOMESTIC (0.08 CFS)
In: SWNE SWNW SENW Sec 30 T 13S R 27E NWNE NENW Sec 30 T 13S R 27E SESW SESE Sec 19 T 13S R 27E FOR 80 ACRES
43-4237

PIERCE, JOHN A.
MALTA, ID 83342
Source: GROUNDWATER
Priority Date: 07/07/1950
Diversion Pt: SENW Sec 30 T 13S R 27E
Use: IRRIGATION (2.00 CFS)
In: NESW NWSE SWSE Sec 30 T 13S R 27E FOR 120 ACRES
43-4236

PIERCE, JOHN A.
MALTA, ID 83342
Source: MORTENSON SPRING trib. to SINKS
Priority Date: 07/15/1967
Diversion Pt: SWNW Sec 24 T 14S R 28E
Use: STOCKWATER (0.0155 CFS)
In: NESW NWSW Sec 20 T 14S R 29E SENW Sec 18 T 14S R 29E
43-4235

ADAMS, LYLE &/or BETTY
H/C 61 BOX 1116, MALTA, ID 83342
Source: GROUNDWATER
Priority Date: 01/01/1905
Diversion Pt: SENE Sec 12 T 13S R 28E
Use: IRRIGATION (0.02 CFS)
STOCKWATER (0.27 CFS)
DOMESTIC (0.04 CFS)
In: NESE Sec 12 T 13S R 28E SENE SESE Sec 12 T 13S R 28E FOR 1 ACRES
43-4234

HIGLEY, TED &/or BETTY ANN
P O BOX 57, MALTA, ID 83342
Source: COTTONWOOD CREEK trib to RAFT RIVER
Priority Date: 04/27/1916
Diversion Pt: NWSE Sec 18 T 16S R 23E
Use: IRRIGATION (22.12 CFS)
In: SESE Sec 18 T 16S R 23E NENE SENE NESE Sec 19 T 16S R 23E NENE SWNE SENE NWNW SWNW SENW NESW NWSW SWSW SESW NESE NWSE SWSE Sec 20 T 16S R 23E SWNW SENW SWSW SESW Sec 21 T 16S R 23E SWNE NWNW SENW NESW NWSE Sec 28 T 16S R 23E NENE NWNE Sec 29 T 16S R 23E FOR 1106 ACRES
43-4233

GARDINER, GOLDEN F
H/C 72 BOX 2038, MALTA, ID 83342
Source: GROUNDWATER
Priority Date: 04/01/1955
Diversion Pt: NENE Sec 26 T 13S R 26E
Use: IRRIGATION (2.00 CFS)
In: SWSW Sec 24 T 13S R 26E NWNW Sec 25 T 13S R 26E NENE Sec 26 T 13S R 26E FOR 88 ACRES
43-4232

GARDINER, GOLDEN F
H/C 72 BOX 2038, MALTA, ID 83342
Source: CASSIA CREEK trib. to RAFT RIVER
Priority Date: 04/01/1931
Diversion Pt: SENW Sec 23 T 13S R 26E
Use: IRRIGATION (0.80 CFS)
In: NESW NWSE Sec 24 T 13S R 26E FOR 80 ACRES
43-4231

HALL, RODNEY
P O BOX 631, MALTA, ID 83342
Source: GROUNDWATER
Priority Date: 04/01/1953
Diversion Pt: NWSW Sec 20 T 13S R 27E NESE Sec 19 T 13S R 27E SESE SWNE Sec 18 T 13S R 27E
Use: IRRIGATION (0.68 CFS)
In: NENE Sec 18 T 13S R 27E FOR 34 ACRES

ALMO WATER CO.
ALMO, ID 83312
Source: ALMO CREEK trib to RAFT RIVER
Priority Date: 05/15/1918
Diversion Pt: NENE Sec 05 T 15S R 24E
Use: IRRIGATION (20.80 CFS)
In: SENE Sec 03 T 15S R 24E SENW NESE Sec 01 T 15S R 24E SENE NWNW SWNW Sec 10 T 15S R 24E NESE NWSE SWSE Sec 16 T 15S R 24E NV SWSE Sec 22 T 15S R 24E NENE NWNE SW NESW NWSW SSW Sec 26 T 15S R 24E NENE SW NENW SWNW SENW NESW NWSW SWSW SE NWSE Sec 27 T 15S R 24E NWNW SWNW Sec 15S R 24E FOR 1120 ACRES
45-4256

STREETER, MICHAEL J
RT. 2 BOX 2434, BURLEY, ID 83318
Source: WILLOW CREEK trib to SINKS
Priority Date: 03/17/1908
Diversion Pt: NESE Sec 26 T 12S R 23E NWI Sec 23 T 12S R 23E (REDIVERSION)
Use: IRRIGATION (0.13 CFS)
In: NENE Sec 22 T 12S R 23E FOR 6.25 ACRES
45-4255

CONRAD, JULIE
RT 1, MURTAUGH, ID 83344
Source: MACKEY WASH trib to SINKS
Priority Date: 04/29/1959
Diversion Pt: SESE SWSE Sec 16 T 13S R 23E
Use: IRRIGATION (1.90 CFS)
STOCKWATER (0.02 CFS)
In: NESE NWSE SWSE SESE Sec 16 T 13S R 23E FOR 160 ACRES
45-4254

WYATT, GRANT M
RT 2 BOX 2174, BURLEY, ID 83318
Source: WASTE WATER trib to SINKS
Priority Date: 06/01/1955
Diversion Pt: NWNE Sec 10 T 11S R 22E
Use: IRRIGATION (1.00 CFS)
In: NWNE SWNE Sec 10 T 11S R 22E FOR 1 ACRES

Any exception to any claim of water right may be filed with the Director of the Idaho Department of Water Resources, 1041 Blk Lakes Blvd North, Twin Falls, Idaho 83301
/s/ A. KENNETH DUNN, Director
Published in the South Idaho Press on August 15, 1985

IDAHOME FARMS, INC
1925 OAKLEY AVE, BURLEY, ID 83318
Source: GROUNDWATER
Priority Date: 03/02/1950
Diversion Pt: SESW Sec 29 T 11S R 27E SEI SESE NESE NWSE SWSE SESE NENE NWNE SW SENE Sec 32 T 11S R 27E
Use: IRRIGATION (4.00 CFS)
In: NENW NWNW SWNW SENW NESW NW SWSW SESW Sec 33 T 11S R 27E FOR 272 ACRE
43-4229

LUKE, C GORDON
310 PALMER, ROAD, BURLEY, ID 83318
Source: GROUNDWATER
Priority Date: 06/23/1955
Diversion Pt: NWNE SWNE Sec 22 T 11S R 26E
Use: IRRIGATION (1.60 CFS)

MICROFILMED

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THIS

RIGHT HAS BEEN

DECREED IN THE

SRBA

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Southern Region

1041 Blue Lakes Blvd. N.
Twin Falls, Idaho 83301
(208) 734-3578

AUGUST 26, 1985

PIERCE, INC.
ALVIN NEDDO
MALTA

ID 83342

RE Claim No. 43-4239

Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-242 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Yours truly,

A. D. Merritt

ALLEN D. MERRITT
Senior Water Resource Analyst

Enclosure

MICROFILMED

NOTICE OF CLAIMS TO WATER RIGHTS

Notice is hereby given that the following claim(s) to water right(s) have been established by diversion and application to beneficial use:

42-4029-

PIERCE, INC.
ALVIN NEDDO

MALTA ID 83342

Source GROUNDWATER

Priority Date 09/27/1954

Diversion Pt. SENW Sec 26 T 13S R 28E

Use STOCKWATER (0.51 CFS)

In SWSW SWSE Sec 23 T 13S R 28E NENE SWNE Sec 26 T 13S R 28E NESW
Sec 27 T 13S R 28E NWSW NWSE Sec 34 T 13S R 28E SENE NENW SESW SESE
Sec 35 T 13S R 28E NESE NWSE Sec 28 T 13S R 28E NWSW Sec 26 T 13S R 28E
NENE NWNE Sec 01 T 14S R 28E

Any exception to any claim of water right may be filed with the Director of the Idaho Department of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301.

A. KENNETH DUNN

Director

Published 8/8 & 8/15/85.

ok
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8/13/85

43-4239

PIERCE, INC.

ALVIN NEDDO

MALTA, ID 83342

Source. GROUNDWATER

Priority Date: 09/27/1954

Diversion Pt: SENW Sec 26 T 13S R 28E

Use. STOCKWATER (0.51 CFS)

In: SWSW SWSE Sec 23 T 13S R 28E NENE SWNE

Sec 26 T 13S R 28E NESW Sec 27 T 13S R 28E

NWSW NWSE Sec 34 T 13S R 28E SENE NENW

SESW SESE Sec 35 T 13S R 28E NESE NWSE Sec 28

T 13S R 28E NWSW Sec 36 T 13S R 28E NENE

NWNE Sec 01 T 14S R 28E

S T A T E O F I D A H O

DEPARTMENT OF WATER RESOURCES
Southern Region

South Idaho Press
P.O. Box 190
Burley, Idaho 83318

1041 Blue Lakes Blvd N.
Twin Falls, Idaho 83301
(208) 734-3578

JULY 31, 1985

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a sales proof to this office for review before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before AUGUST 26, 1985.

Yours truly,

Mary A. Newby
Secretary

Encl.

RECEIVED
JUL 31 1985

3/83

IDENT. NO.

43-4239

IDAHO DEPARTMENT OF WATER RESOURCES

WATER RIGHT
DATA ENTRY LOGInitialsDateItemmye7/25/85

Original form entered

Edit Report Correct

Date Protested

Date of Hearing

Date Approved/Denied
(Proof due date, stage and/or status,
conditions of approval, water district)

Record Verified

Amendment Approved

Extension Approved

Partial Proof

Proof Complete

Field Exam Received

Field Exam Accepted
and changes entered

License Updated

Transfer Updated

Keypunched by State Office

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: T. G. Blain

Right Number 43-4239 Applicant PIERCE, Inc. & Alvin Neddo

NOTE: IF ANY OF THE ITEMS BELOW ARE MISSING, THE CLAIM IS INCOMPLETE AND MUST BE RETURNED IMMEDIATELY TO THE CLAIMANT ALONG WITH THE APPROPRIATE COVER LETTER.

CHECK:

- ☒ Name and address.
- ☒ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☒ Source.
- ☒ Quantity, use, period.
- ☒ Point(s) of diversion.
- ☒ Location of use.
- ☒ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received.
- ☒ Claim published correctly.
- ☒ Exceptions processed.

By ADL Date 8/27/85

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By SC Date 8/29/85

RECEIVED
AUG 29 1985

Department of Water Resources

MICROFILMED