

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.

RECEIVED

AUG 3 1989

CIVIL CASE NUMBER: 39576

Ident. Number: A24-02035
Date Received: 7/14/1989
Receipt No: E009952
Received By: TO

Department of Water Resources
Eastern District Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WYOMING GAME & FISH DEPARTMENT 307-777-7730
Address: 5400 BISHOP BLVD.
CHEYENNE, WY 82006

2. Date of Priority: DEC 01, 1941

3. Source: TERRACE SPRINGS Trib. to: WEBSTER CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
07S	46E	32	SE	SW			CARIBOU

5. Description of diverting works:
SEE REMARKS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
FISH PROPAGATION	01/01	12/31	2.249		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
H/FISH HATCHERY

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	46E	32	SW	SE		FISH	

11. Place of use in counties: CARIBOU

A24-02035

Page 1

Date: 07/14/89

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NOV 06 1992

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:
A24-04044/07037/10000/10001.

14. Remarks:

TERRACE SPRINGS WATER WHICH CONSISTS OF WATER FROM THREE MAIN SPRINGS, RUNS DOWN A DRAINAGE OVER A WATERFALL AND IS DIVERTED BY AN 8' CONCRETE DAM INTO A 10" DUCTILE IRON PIPE WHICH SUPPLIES THE HATCHERY COMPLEX.

THIS HATCHERY IS OPERATED UNDER A FOREST SERVICE LEASE AGREEMENT. COPY OF LEASE IS ATTACHED. PROCUREMENT OF WATER RIGHTS IS CONDITIONAL UPON LEASE AGREEMENT FOR THE OPERATION OF A FISH HATCHERY COMPLEX.

15. Basis of Claim: LICENSE
Water Right Number: 19209

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 Fish Division Chief of Wyoming Game & Fish Department, that I have signed the foregoing Organization

document in the space below as Fish Division Chief of Wyoming Game & Fish Department and that the statements contained in the foregoing document are true and correct.

[Signature]
Signature of Authorized Agent

Fish Division Chief, Wyo. Game & Fish Dep
Title and Organization

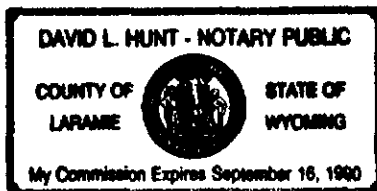
August 1, 1989
Date

State of ~~Idaho~~ Wyoming)
County of Laramie) SS.

Subscribed and sworn (or affirmed) before me this 1st day
of August 19 89

[Signature]
Notary Public

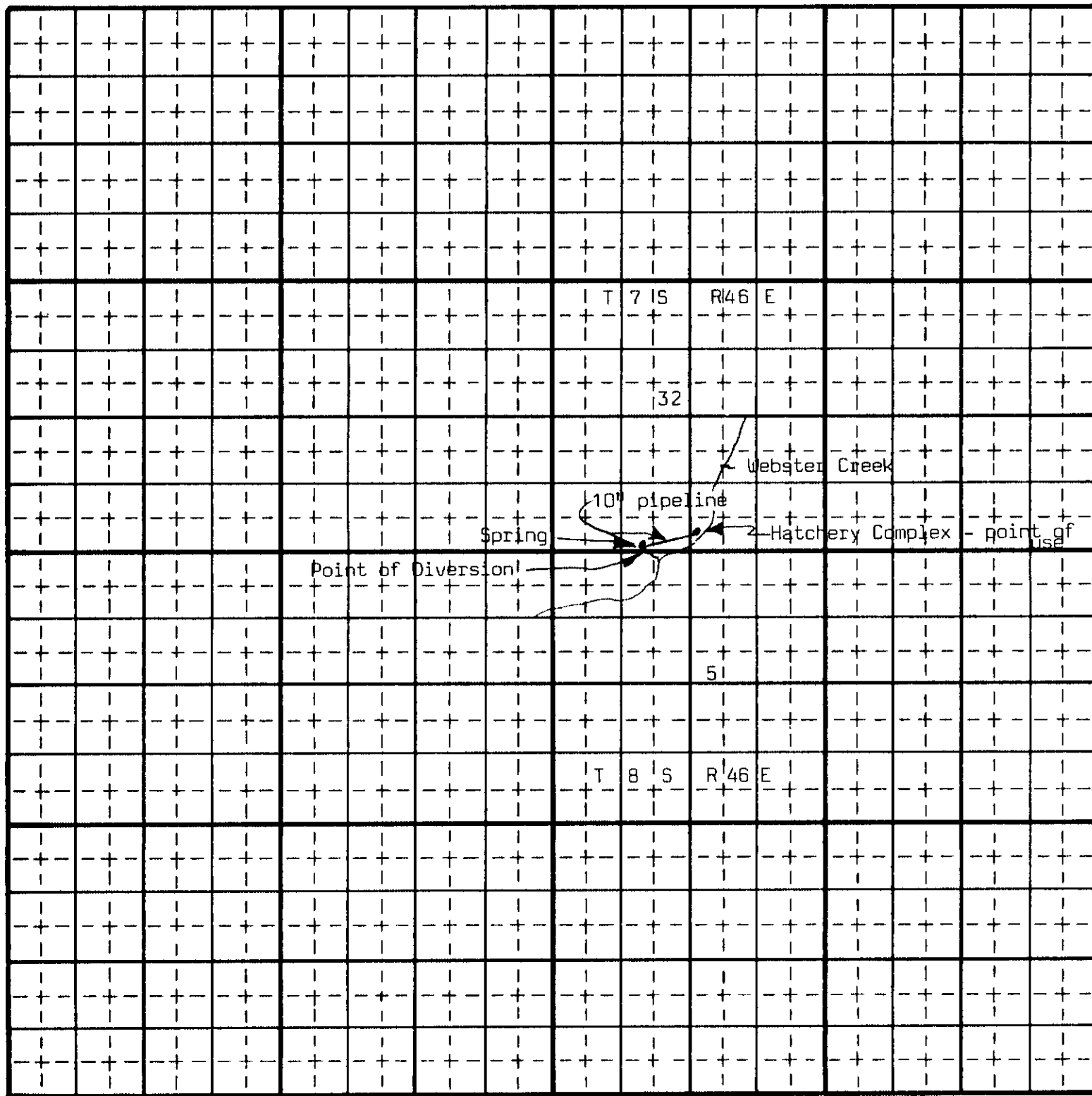
Seal



Residing at 5400 Bishop Blvd
Chey Wyo
My Commission Expires 9/16/90

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile



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Last Name _____ Ident No. _____

Copies: White-State, Yellow-Claimant

**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

Date Received

Receipt Number

Appl. # 26680
Permit # 19209

**NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW**

RECEIVED

JUL 10 1989

Department of Water Resources
Eastern District Office

Please type or print clearly

1. Name of Claimant (s) Wyoming Game and Fish Department Phone (307) 777-7730
Mailing Address 5400 Bishop Blvd., Cheyenne, Wyoming Zip 82006

2. Date of Priority (Only one (1) per claim) December 1, 1941

3. Source of water supply (a) Terrace Springs
which is tributary to (b) Webster Creek

4. a. Location of existing point of diversion is: Township 7 S Range 46 E Section 32,
SE 1/4 of SW 1/4 of 1/4, Govt. Lot, B.M., County of Caribou

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, 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.

Terrace Springs water which consists of water from three main springs, runs down a drainage over a waterfall and is diverted by an 8' concrete dam into a 10"

Ductile Iron pipe which supplies the hatchery complex.

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6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Fish Hatchery purposes from Jan 1 to Dec 31 amount 2.249 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 2.249 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is N/A acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) Fish Hatchery - 2.249 cfs

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
7 S	46 E	32												X					

Total number of acres irrigated _____

11. In which county (ies) are lands listed above as place of use located? Caribou

12. Do you own the property listed above as place of use? Yes _____ No X

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
Permit No. 24-4044 for 2.151 cfs used for fish propagation and domestic or None ()

14. Remarks:

12. This hatchery is operated under a Forest Service Lease Agreement. Copy of lease is attached. Procurement of water rights is conditional upon Lease Agreement for the operation of a fish hatchery complex.

13. 22-4198 for 4.0 cfs used for fish propagation - Webster Creek.
22-4045 for 1.0 cfs used for fish propagation - Webster Creek.
24-7037 for 0.02 cfs used for domestic - Spring tributary of Webster Creek.

Last Name _____ Ident No. _____

Copies: White -State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License _____ Permit ☒

Decree _____

If applicable provide IDWR Water Right Number 19209

Court _____ Case Number _____ Decree Date _____

Plaintiff vs Defendant _____

16. Signature (s)

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

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am Joe White, Chief of Fish Division

Title

of Wyoming Game and Fish Department, that I have signed the foregoing

Organization

document in the space below as Fish Division Chief of Wyoming Game and Fish Department

Title

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Joseph R. White

Title and Organization Fish Division Chief, Wyoming Game & Fish Department Date 30 June 89

State of ~~Idaho~~ for Wyoming)

) SS.

County of Laramie)

Subscribed and sworn (or affirmed) before me this 5th day of July 1989

SEAL

Notary Public James J. [Signature]

Residing at 2207 Manhattan Rd Cheyenne Wyo

My Commission Expires December 15, 1992

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

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Last Name _____ Ident. Number _____

Copies White-State, Yellow-Claimant

SPECIAL USE PERMIT

Act of June 9, 1907, or February 15, 1901
This permit is revocable and nontransferable

Fish Hatchery

DATE OF PERMIT

July 9, 1941

RANGER DISTRICT

D-3

REGION

STATE

FOREST

Permission is hereby granted to Wyoming Game and Fish Commission
of Cheyenne, Wyoming, c/o James R. Simon, State Fish Warden,
hereinafter called the permittee, to use subject to the conditions set out below, the following described
lands or improvements:

Beginning at the quarter corner of Sections 5 and 32, Tp. 8S., R. 46E., running
South 5 chains, thence west 15 chains, thence north 10 chains, thence east
15 chains, thence south 5 chains to point of beginning, to enclose 15 acres.
Beginning again a quarter corner of Sections 5 and 32, Tp. 8 S., R 46E., running
north 20 chains, thence east 20 chains, thence south 20 chains, thence west
20 chains to point of beginning to enclose 40 acres.

This permit covers 55 acres and/or _____ miles and is issued for the purpose of:

Construction of a complete fish hatchery, including residence buildings and
outbuildings, rearing ponds and power plant.

The exercise of any of the privileges granted hereby constitutes acceptance of all the conditions of
this permit.

1. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of
Agriculture, the sum of NO CHARGE FOR THIS PERMIT Dollars (\$) _____ for the period
from 19, to _____, 19____, and thereafter
annually on _____ NO CHARGE.

Dollars (\$) _____):
Provided, however, Charges for this use may be made or readjusted whenever necessary to place the
charges on a basis commensurate with the value of use authorized by this permit.

2. Construction or occupation and use under this permit shall begin within Two months, and construction, if any, shall be completed within 12 months from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

3. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

5. This permit is subject to all valid claims.

6. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

7. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

8. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

11. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

13. In case of change of address, the permittee shall immediately notify the forest supervisor.

14. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

16. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the preceding printed clauses will control.

17. This permit is accepted subject to the conditions set forth above and to conditions _____ to _____ attached hereto and made a part of this permit.

DATE

July 9, 1941

SIGNATURE OF ISSUING OFFICER

15/ J. M. Warner

TITLE

Forest Supervisor