

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: A25-10139
Date Received: 10/13/1988
Receipt No: E003133
Received By: Jo/ERNIE

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JOEL A. JR. JOHNSON 208-745-9092
Address: ROUTE 4 BOX 4010
RIGBY, ID 83422

AND/OR

Name: JOEL A. SR. JOHNSON 208-745-9092
Address: ROUTE 4 BOX 4010
RIGBY, ID 83422

2. Date of Priority: ~~JAN 01, 1930~~ *Sept 19, 1957 JJ.*

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	39E	19	NE	SE			JEFFERSON

5. Description of diverting works:
WELL & PUMP.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.110		
COMMERCIAL	01/01	12/31	0.040		
IRRIGATION	04/01	11/01	0.050		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC - 5 HOMES, COMMERCIAL - 2 BUSINESS

A25-10139

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Date: 10/13/88

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10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	39E	19	NE	SW		COMMER	
			NE	SW		DOMEST	
			NE	SW		IRR	2.0
						Section Acres	2.0
						Total Acres	2.0

11. Place of use in counties: JEFFERSON

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____

Date: 10-13-88

Date: _____

State of Idaho)

County of Bonanza)

SS.

Subscribed and sworn (or affirmed) before me this 13th day

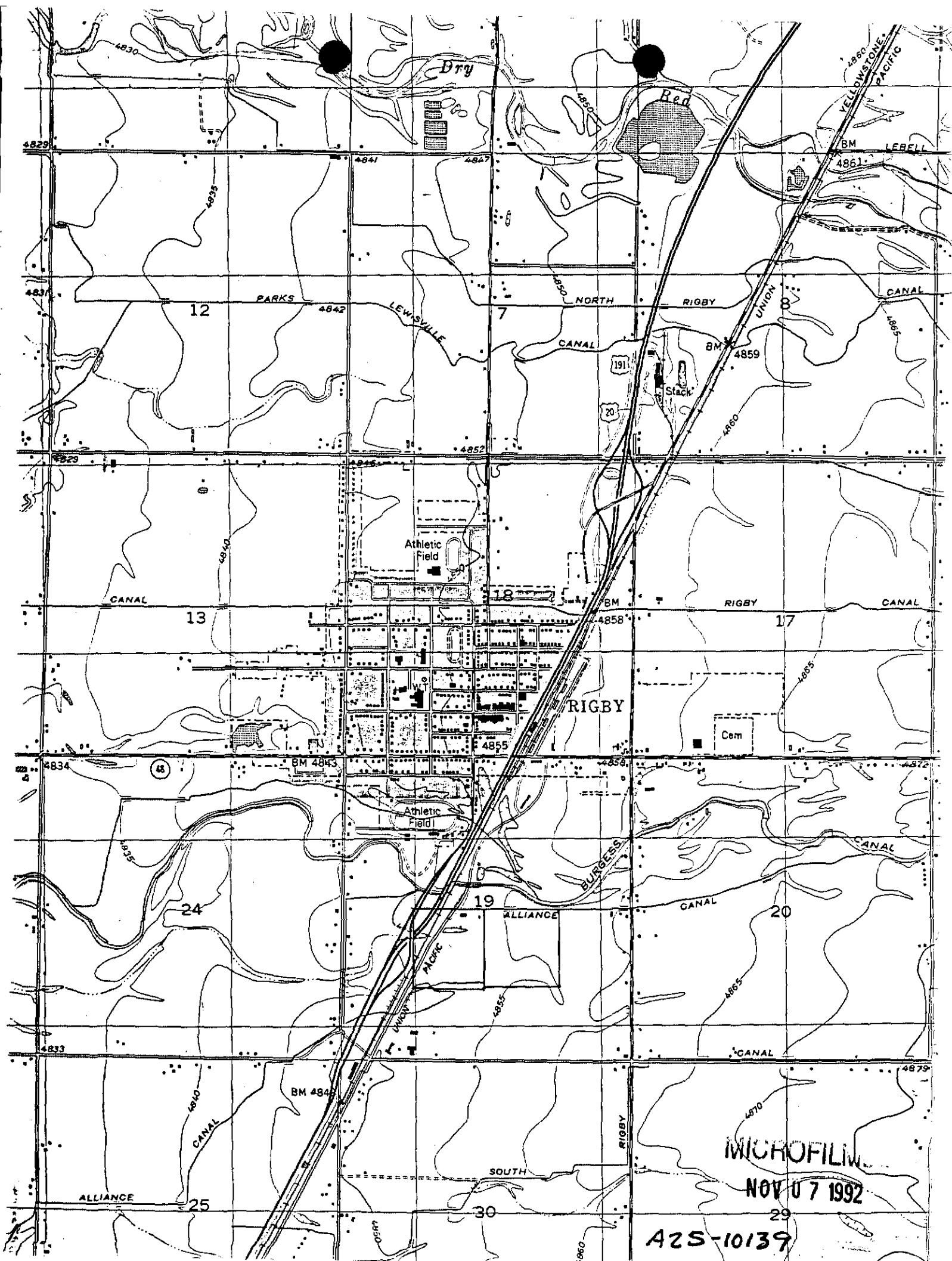
of Oct 19 88

Betty J. Thompson
Notary Public

Seal

Residing at Idaho Falls

My Commission Expires 6-94



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425-10139

Log for claim 25-10139

Spatial Dynamics CAT

12/27/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
04n39e	19	NESW	2	40	POD placement? / Indiscernible
Totals:			2	40	

AJ5809NP
No. A25-10139

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/26/00
PAGE: 115

Point(s) of Diversion: T04N R39E S19 NESE JEFFERSON County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE								
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
---	---	---	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	---
04N	39E	19	:					:					:	02				:					:	2.0
																							TOTAL ACRES	2.0

Place of use Legal Description for: COMMERCIAL

				NE				NW				SW				SE								
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	
---	---	---	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	
04N	39E	19	:					:					:	C				:					:	

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE								
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	
---	---	---	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	:	
04N	39E	19	:					:					:	D				:					:	

POU County: JEFFERSON

Non-Irrigation Uses: DOMESTIC - 5 HOMES, COMMERCIAL - 2 BUSINESS

Other Rights: NONE

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
25-10075 25-10569 25-11251 25-12077 A25-10075 A25-10569 A25-11251 A25-11588

Other Water Rights Listing Overlapping Place(s) of Use:
A01-00029 A01-00031 A01-00032 A01-00033 A01-00117P A01-00249 A01-00353 A01-10093 A25-04271

Remarks: GEN ADDRESS CHANGE BY CLAIMANT LETTER.

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

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

Audit: 08/30/88 MCC 03/29/95 POST-STD 04/13/95 RMCCARTH 12/17/96 SSHERMAN

AJ5809NP
No. A25-10139

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/26/00
PAGE: 114

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	JOEL A JOHNSON SR	01/01/1930	IRRIGATION	04-01 11-01	0.050 CFS	
C	JOEL A JOHNSON JR		COMMERCIAL	01-01 12-31	0.040 CFS	
	232 YELLOWSTONE HWY		DOMESTIC	01-01 12-31	0.110 CFS	
	RIGBY ID 83442					
	(208) 745-9092					
				TOTAL DIVERSION:	0.200 CFS	
	Water Source: GROUNDWATER		Tributary to:		Stage: BENEFICIAL USE	



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

December 10, 1996

KARL J. DREHER
DIRECTOR

RECEIVED

DEC 16 1996

Department of Water Resources

JOEL A JOHNSON SR
JOEL A JOHNSON JR
232 ■ YELLOWSTONE HWY
RIGBY ID ~~83422~~ 83442 -my typ

Re: Snake River Basin Adjudication (SRBA)
Notice of Claim No. ~~25-10139~~
Change of Address

A record changed. & R' record.
2012-17-1996

Dear Claimants,

IDWR has been notified the address presently in our claim records is incorrect. Although we have reached you at the address above, we need you to confirm this is your correct mailing address. Future notices related to your SRBA claim(s) can be sent only to the address on your claim or as otherwise changed by you. The staff of this agency must avoid relying upon the word of others about your mailing address.

If the address above is correct, please sign your name at the bottom of this letter, and return it to this office. Otherwise, please make the proper corrections, sign, and return this letter. Thank you for your help. We hope to assure that you receive future notices about SRBA matters.

If the ownership of the property to which the water right referenced above apply has changed, please call this office toll-free at 1-800/451-4129 to obtain a form to make this required change to the claim record.

Sincerely,

Adjudication Bureau Staff

SO:ss:region

#####

The address is correct as shown above or as otherwise changed.

Joel A Johnson Sr.
Claimant Signature

April 25, 1991

NOTICE OF CLAIM A25-10139

Joel A. Jr. Johnson
Route 4 Box 4010
Rigby, ID 83422

RE: **Evidence of Priority**

Dear Mr. Johnson:

The Notice(s) of Claim identified with the number shown above your name has been filed in the Snake River Basin Adjudication (SRBA). The Notice(s) indicates the 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, at or on the place of use identified on the Notice. The date the water was first put to use, known as the priority date, has not been confirmed by a License, Decree, or Permit. For this reason, proof must be provided supporting the priority date.

For your reference I have provided a printout of your Notice(s) and the pamphlet entitled "**Evidence of Priority**". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. While I encourage you to read all of the pamphlet, I direct your attention to the two sections entitled "**What Kind of Evidence is Required**" and "**Some Examples of Documents Which May Be Evidence of the Priority Date**".

It is our goal to recommend this historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other items of the Notice(s) have been or soon will be conducted by Department personnel. But, the Department will not recommend the Notice(s) be decreed by the court if no evidence of a priority date is submitted.

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Joel A. Jr. Johnson

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Please submit the required evidence supporting the priority date(s) by **May 28, 1991**, referencing all documents with the corresponding Notice number(s). If you have any questions not covered by this letter or the enclosed pamphlet, please contact this office.

All Notices required to submit this evidence are currently being reviewed for recommendation to the court. Hence, the need for expediency on your part or your agency. every effort should be made to submit this information within 30 days of the date of this letter.

Respectfully submitted,

Ernest Carlsen
Water right Supervisor, Adjudication

EC:sc

Enclosure: Brochure on "Evidence of Priority"
Proof Report

MAILED
NOV 6 7 1992

AFFIDAVIT

I, Joel A. Johnson Sr., have personal knowledge of the use of the well used under water right #A25-10139, and can verify that it was in use in the year 19~~57~~⁵⁷. I personally knew and was good friends with the people who owned the property in that year. The well in question was used by these people.

Joel A. Johnson

Joel A. Johnson Sr.
232 N. Yellowstone Hwy.
Rigby, Idaho 83442-5660
(208) 745-6788

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NOV 6 7 1992

INSTRUMENT NO. 112971.

MORTGAGE

Released in Book 162 of Releases, page 592.

THIS INDENTURE made the 19th day of September, 1957, between Daryl Becker and Sarah Virginia Becker, his wife, d.b.a. Idaho Propane Gas Company, of Rigby, Idaho, the party of the first part, and Tuloma Gas Products Company, a Delaware corporation with offices in the Pan American Building, Tulsa, Oklahoma, the party of the second part:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns forever, all that tract of land lying in Jefferson County, State of Idaho, and being more particularly described as follows:

Beginning at a point which is West 79 6.9 feet and 150 feet North of the SE corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 19, Township 4 North, Range 39 East, of the Boise Meridian; thence running North 250 feet; thence running West 290 feet to the East right-of-way line of the Yellowstone Highway; thence South 62°13' West along said East Right-of-way line a distance of 282.58 feet; thence East 421.68 feet, more or less, to the point of beginning, Jefferson County, Idaho; containing a calculated area of 2.04 acres more or less,

NOV 07 1957

ABRAM WARD AND
POLLY P. WARD,
husband and wife.

WARRANTY DEED. Instrument No. 112926

Dated September 25th, 1957

Recorded September 30th, 1957, at 9:20 A.M.

Book 165 of Deeds at Page 235

Records of Jefferson County, Idaho

DARYL BECKER and VIRGINIA
BECKER, husband and wife.

Consideration -- \$2,000.00 -
\$2.20 I.B.S. Attached and Cancelled.

SIGNED - AS ABOVE

ACKNOWLEDGED - September 26th, 1957, before R. Vern Kidwell
a Notary Public for the State of Idaho
Residing at Idaho Falls, Idaho
(SEALED) Acknowledgment Regular.

DESCRIPTION AND REMARKS

Beginning at a point which is West 796.9 feet and 150 feet North of the Southeast (SE) Corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Nineteen (19), Township Four (4) North Range Thirty-nine East of the Boise Meridian, in Jefferson County, Idaho thence running North 250.0 feet; thence running West 290.00 feet to the East right of-way line of the Yellowstone Highway; thence South 62°13' West along said East right-of-way line a distance of 282.58 feet; thence East 421.68 feet, more or less, to the point of beginning.
Containing a calculated area of 2.04 acres more or less.

INDEXED

NOV 17 1957

WARRANTY DEED RECORD—Jefferson County, Idaho

INSTRUMENT NO. 112926

This Indenture, Made this 25th day of September in the year of our Lord one thousand nine hundred and fifty seven , between Abram Ward and Polly P. Ward, husband and wife of the County of Jefferson and State of Idaho the part ies of the first part, and Daryl Becker and Virginia Becker, husband and wife, of the County of Jefferson and State of Idaho the part ies of the second part.

WITNESSETH, That, the said part ies of the first part, for and in consideration of the sum of Two Thousand and no/100-----DOLLARS, lawful money of the United States of America, to them in hand paid by the said part ies of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part ies of the second part, and to their heirs and assigns, forever, all the following described real estate, situated in Jefferson County, State of Idaho, to-wit:

Beginning at a point which is West 796.9 feet and 150 feet North of the Southeast (SE) corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Nineteen (19), Township Four (4) North Range Thirty-nine East of the Boise Meridian thence running North 250.0 feet; thence running West 290.0 feet to the East right of way line of the Yellowstone Highway; thence South 62° 13' West along said East right-of-way line a distance of 282.58 feet; thence East 421.68 feet, more or less, to the point of beginning.
Containing a calculated area of 2.04 acres, more or less.
\$2.20 in U.S.I.R. Stamps attached and cancelled.

*Prior to this date
Vacant piece of
Property.
165 Deeds 235 pa.
163 May 144 pa.
Business May*

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profit thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part ies of the first part.
TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances unto the said part ies of the second part, to their heirs and assigns forever. And the said part ies of the first part and their heirs, the said premises in the quiet and peaceable possession of the said part ies of the second part, their heirs and assigns, against the said part ies of the first part, and their heirs and against all and every person and persons whosoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand sand seals , the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Abram Ward (SEAL)
Polly P. Ward (SEAL)

STATE OF IDAHO, } ss.
County of Bonneville }
On this 26th day of September , in the year 19 57, before me the undersigned a notary public in and for said County and State personally appeared Abram Ward and Polly P. Ward, husband and wife, known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written:
R. Vern Kidwell, Notary Public
My Commission Expires: June 24, 1959 (Seal) Residing at Idaho Falls, Idaho

Recorded at the request of Holden and Holden this 30 day of September
A. D. 19 57 , at 20 minutes past 9 o'clock A M.

together with the tenements, hereditaments, appurtenances and improvements thereto belonging or in any wise appertaining; such improvements including but not being limited to

- (1) Two story, composition roof, cinder block (Class C-D) building, containing 800 Sq. feet of floor space downstairs and 400 sq. feet of floor space upstairs, and
- (2) A complete LP-Gas bulk plant including a 17,550-Gallon Tank, Serial No. A7765, manufactured 1954 by Lang Company, and Fairbanks Morse Scales for cylinder loading, Serial No. G-192974.

This grant is intended as a mortgage to secure the payment of a certain promissory note of even date herewith executed and delivered by the said party of the first part to the said party of the second part in the sum of Twenty Thousand Dollars (\$20,000.00) dated September 19, 1957, and payable as follows: interest accruing from the date hereof and payable on the 25th day of each month in lawful money of the United States, commencing with October 25, 1957, on deferred balances until paid at the rate of 6% per annum; and to pay the principal sum in 60 successive monthly installments consisting of 59 installments of \$333.33 each and the 60th and last installment of \$333.53, payable on the 25th day of each month, commencing with the month of October, 1957.

And these presents shall be void if such payment be made. But in case default shall be made in the payments of said principal sum of money, or any part thereof, as provided in said note, or if the interest be not paid as herein specified, or party of the second part should deem itself reasonably insecure, then it shall be optional with the said party of the second part, its successors or assigns, to consider the whole of said principal sum expressed in said note as immediately due and payable, and immediately to enter into and upon all and singular the above-described premises, and to sell and dispose of the same according to law, and out of the moneys arising from such sale to retain the principal and interest which shall then be due on the said promissory note, together with the costs and charges of foreclosure suit, including reasonable attorney's fees, and also the amount of all such payments of taxes, assessments, encumbrances, or insurance as may have been made by said party of the second part, its successors or assigns, with the interest on the same as hereinafter provided, rendering the overplus of the purchase money, if any there shall be, unto the said party of the first part, his heirs, executors, administrators, or assigns.

And the said party of the first part does hereby further covenant, promise and agree to and with the party of the second part to pay and discharge at maturity, all such taxes or assessments, liens or other encumbrances, now subsisting or hereafter to be laid or imposed upon said premises, or which may be in effect a prior charge thereon during the continuance hereof and in default thereof the said party of the second part may pay and discharge the same, and may, at its option, keep fully insured against all risks by fire and storm the buildings which now or may be hereafter erected thereon, at the expense of the said party of the first part, and the sums so paid shall bear interest at the rate of six per cent (6%) per annum until paid, and shall be considered as secured by these presents and be a lien upon said premises, and shall be deducted from the proceeds of the sale thereof with interest as provided herein.

In witness whereof the said party of the first part has hereunto set his hand the day and year first above written.

Witnesses: Dorothy Grimmett
Dorothy Grimmett

Daryl Becker
Sarah Virginia Becker
D.B.A. Idaho Propane Gas Company

STATE OF IDAHO :
COUNTY OF BONNEVILLE (ss)