

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: A29-11242
Date Received: 4/10/1990
Receipt No: 5013052
Received By: SWD

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WILLIAM PHILLIPS 213-928-6250
Address: 9721 NORLAIN AVE
DOWNEY, CA 90240

OR

Name: FRANCES PHILLIPS 213-928-6250
Address: 9721 NORLAIN AVE
DOWNEY, CA 90240

2. Date of Priority: JUN 09, 1904

3. Source: ROWLEY CREEK Trib. to: BIRCH CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
12S	36E	10	NE	SW			BANNOCK

5. Description of diverting works:
HEADGATE AND CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.600		

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

8. Total consumptive use is 200.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A2911242



10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
12S	36E	11	SE	SE		IRR	40.0
						Section Acres	40.0
		14	NE	NE		IRR	40.0
						Section Acres	40.0
						Total Acres	80.0

11. Place of use in counties: BANNOCK

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

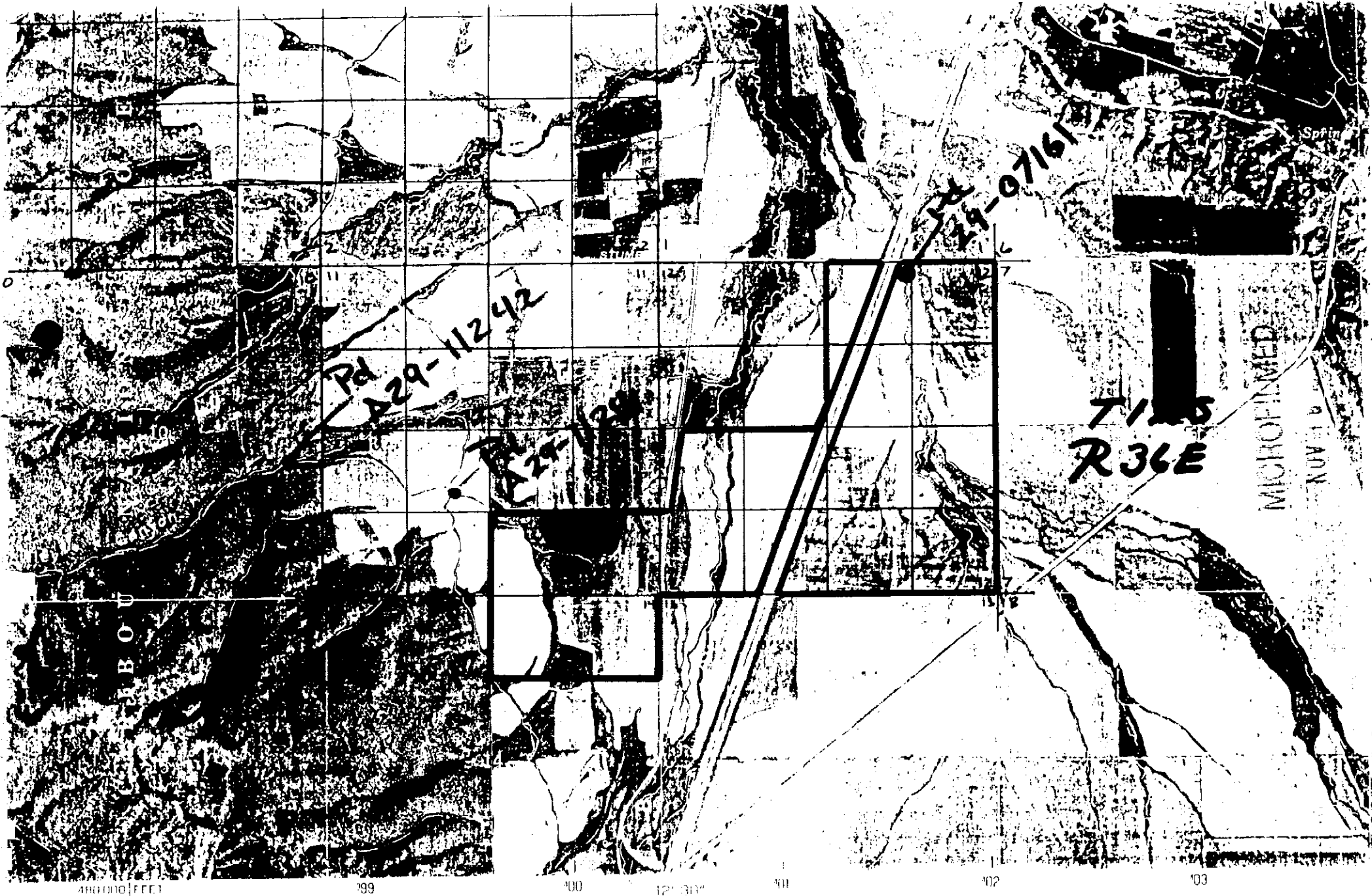
13. Other Water Rights Used:
A29-11241

14. Remarks:

- 1) THIS CLAIM IS BASED ON THE CLAIMANTS TITLE.
THE CLAIMANTS TITLE SHOWS THAT THEY HAVE 1/2 OF THE WATER OF ROWLEY CREEK. THIS CLAIM IS TIED TO A29-11241. SEE THE REMARKS IN THAT CLAIM.
- 2) THE AMOUNT OF WATER IN ITEM 6 WAS PUT THERE TO SATISFY THE REQUIREMENTS OF THE COMPUTER. THE CLAIMANTS RECEIVE 1/2 OF THE WATER OF ROWLEY CREEK.
- 3) THE PRIORITY DATE IS BASED ON THE DATE OF A29-11241.

15. Basis of Claim: BENEFICIAL USE

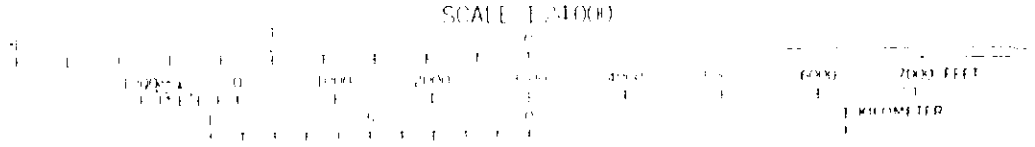
MICROFILMED
NOV 16 1992



uted by the Geological Survey
 operation with the Forest Service
 photograph prepared from 1:78 000-scale
 photographs taken August 7, 1976
 tion and 10 000 foot grid ticks: Idaho coordinate
 n, east zone and transverse Mercator
 10000 foot grid ticks

21-1161
 21-1161

21-1161



Log for claim A29-11242

Spatial Dynamics TWB

6/2/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
12s36e	11	SESE	40	40	
12s36e	14	NENE	40	40	
Totals:			80	80	

AJ5809NP
No. A29-11242

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 04/24/00
PAGE: 175

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	WILLIAM H PHILLIPS	06/09/1904	IRRIGATION	04-01 11-01	1.600 CFS	
C	FRANCES PHILLIPS					
	9721 NORLAIN AVE					
	DOWNEY CA 90240			TOTAL DIVERSION:	1.600 CFS	
	(213) 928-6250			CONSUMPTIVE USE:		200.00 AFA

Water Source: ROWLEY CREEK

Tributary to: BIRCH CREEK

Stage: BENEFICIAL USE

Point(s) of Diversion: T12S R36E S10 NESW

BANNOCK County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
12S	36E	11	:																	:	40.0
12S	36E	14	:	40																:	40.0
																				TOTAL ACRES	80.0

POU County: BANNOCK

Non-Irrigation Uses: NONE

Other Rights: A29-11241

Other Water Rights Listing Overlapping Place(s) of Use:
A29-11241

Remarks: GEN 1) THIS CLAIM IS BASED ON THE CLAIMANTS TITLE.
THE CLAIMANTS TITLE SHOWS THAT THEY HAVE 1/2 OF THE
WATER OF ROWLEY CREEK. THIS CLAIM IS TIED TO A29-11241. SEE THE
REMARKS IN THAT CLAIM.
2) THE AMOUNT OF WATER IN ITEM 6 WAS PUT THERE TO SATISFY THE REQ
UIRMENTS OF THE COMPUTER. THE CLAIMANTS RECEIVE 1/2 OF THE WATER
OF ROWLEY CREEK.
3)THE PRIORITY DATE IS BASED ON THE DATE OF A29-11241.

Dates:	Exam Made Date:	Verified Date:	Objection Filed Date:
Misc:	Water District Number:	Field Inspection Flag:	
		Presumption Flag:	
Audit:	04/11/90 DUNN	03/29/95 POST-STD	04/13/00 CVANDERM

Township 12 South, Range 36 East, Boise Meridian,
Section 11: S1/2 SE1/4

Section 12: E1/2, S1/2 SW1/4, and also the following: Beginning at a point on the latitudinal center line of Section 12, at its intersection with the center line of the county road, 297.5 feet East of the West quarter corner of said Section, thence East on the said Center line of Section 12, 2342.5 feet, more or less, to the center quarter corner of said section; thence South on the longitudinal center line of said Section 12, 1520 feet, more or less, to the South 1/16th section corner of said line; thence West on the South 1/16th section line of said section, 2517.5 feet, more or less, to the center of the county road; thence North 7° 33' East along the county road, 1331.6 feet, more or less, to the place of beginning, being the NE1/4 SW1/4 and a part of the NW1/4 SW1/4.

EXCEPT: A parcel of land being on both sides of the center line of Interstate 15 Project Nos. I-15-1(36)21 and I-15-1(37)29 Highway Surveys as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the E1/2 SW1/4, the NW1/4 SW1/4 and W1/2 NE1/4 of Section 12, same township and range, described as follows:

Commencing at the South quarter corner of Section 12, thence North 89° 51' 16" West along the South line of said Section 12, 752.09 feet to a point in a line parallel with and 150 feet Southeasterly from the centerline and opposite Station 566-40.68 of said Interstate 15, Project No. I-15-1(36)21 Highway Survey and being the real point of beginning; thence North 20° 13' 44" East along said parallel line, 3259.32 feet to a point opposite station 599-00.0 of said highway survey; thence North 23° 05' 29" East, 200.25 feet to a point in a line parallel with and 160 feet Southeasterly from the center line and opposite Station 601-00.0 of said highway survey; thence North 20° 13' 44" East along said last parallel line, 1400 feet to a point opposite Station 615-00.0 of said Interstate 15, Project No. I-15-1(36)21 highway survey equals Station 615-00.0 of said Interstate 15, Project No. I-15-1(37)29 Highway Survey; thence continuing North 20° 13' 44" East along a line parallel with and 160 feet Southeasterly from the centerline of said last highway survey, 795.84 feet to a point in the North line of said Section 12 and opposite Station 622-98.84 of said last highway survey; thence North 89° 23' 16" West along said North line, 339.72 feet to a point in a line parallel with and 160 feet Northwesterly from the centerline and opposite Station 621-81.78 of said last highway survey; thence South 20° 13' 44" West along said last parallel line, 681.78 feet to a point opposite Station 615-00.0 of said Interstate 15, Project No. I-15-1(37)29 highway survey equals Station 615-00.0 of said Interstate 15, Project No. I-15-1(36)21 highway survey; thence continuing South 20° 13' 44" West along a line parallel with and 160 feet Northwesterly from the centerline of said last highway survey, 1000 feet to a point opposite Station 605-00.0 of said last highway survey; thence South 17° 21' 59" West, 200.25 feet to a point in a line parallel with and 150 feet Northwesterly from the centerline and opposite Station 603-00.0 of said last highway survey; thence South 20° 13' 44" West along said last parallel line, 3769.00 feet to a point in the South line of said Section 12, and opposite Station 565-31.00 of said last highway survey; thence South 89° 51' 16" East along said South line, 319.42 feet to the real point of beginning.

Section 14: N1/2 NE1/4.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or pertinent thereto, including but not limited to water under License No. 29-7161 and 29-7265; All irrigation equipment of every kind and character and additions thereto and replacements now or hereafter owned by the borrower(s) and used in the irrigation of the above premises; Ditch water rights consisting of one-twelfth Birch Creek Water, and one-half of Fowley Creek Water.

(Initials)

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Boise, Idaho 83702, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS A NONJUDICIAL FORECLOSURE SALE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND AND WITHOUT NOTICE BEYOND THE PUBLICATION OF THE NOTICE OF SALE. THE BORROWER HEREBY WAIVES ANY RIGHTS HE MAY HAVE TO ANY SUCH HEARING AND NOTICE. NEVERTHELESS, THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR NOTICE AND A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

(24) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government his agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(25) Borrower has assigned or waived or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 29th day of

February, 19 80.

Shirley Case
Shirley Case

Lewis A. Case
Lewis A. Case

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF BANNOCK

ss:

On this 29th day of February, in the year of 80, before me, the undersigned,

a Notary Public in and for said State, personally appeared Shirley Case and Lewis A. Case

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 as their free act and deed for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.

(NOTARIAL SEAL) NOTARY SEAL

Jerry Gilman
Notary Public, residing at Pocatello, Idaho

My commission expires: Life

643061
NO. 643061
RECORDED AT REQUEST OF
First American Title Co.

FEB 29 10 50 AM '80

OFFICIAL RECORD BK NO. 350
BANNOCK COUNTY IDAHO
C. NEIL ANDERSON RECORDER
FEE 10.00 DEPUTY Jak