

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: A75-10562
Date Received: 5/07/1990
Receipt No: C016706
Received By: [Signature]

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JOHN C. NICHOLS 208-532-4541
Address: RT. 3, BOX 164
RUPERT, ID 83350
OR
Name: PHYLLIS NICHOLS
Address: 1154 NORTHGARTH
RIDGECREST, CA 93555
OR
Name: ROY L. NICHOLS
Address: 1154 NORTHGARTH
RIDGECREST, CA 93555

A7510562



2. Date of Priority: JAN 01, 1870

3. Source: PANTHER CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
19N	18E	34			LEMHI

5. Description of diverting works:
CANVAS DAM, DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
IRRIGATION	03/15	11/15	0.300		

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

8. Total consumptive use is 37.5 Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, ONE HOUSE

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10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
19N	18E	34			DOMEST IRR	15.0
Section Acres						15.0
Total Acres						15.0

11. Place of use in counties: LEMHI

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

13. Other Water Rights Used:
NONE

14. Remarks:
SEE ATTACHMENTS FOR ADDITIONAL DESCRIPTION OF LOCATION. THIS
PROPERTY IS DESCRIBED AS H.E.S. 629.

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: 5

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): X John C. Nichols Date: X 5-7-90

Date: _____

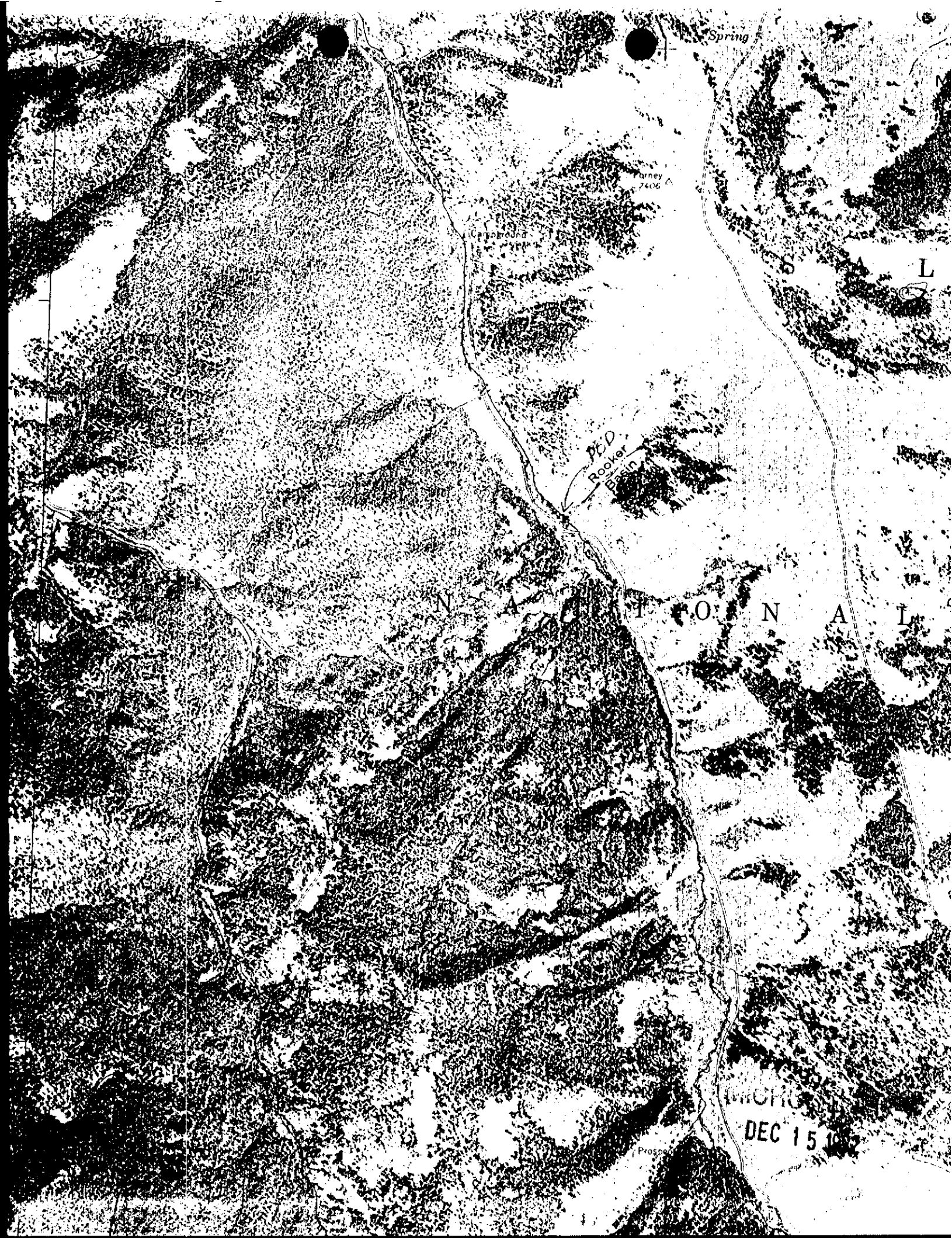
State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 7th day
of May 19 90

Seal

Helen Harrington
Notary Public

Residing at Helen Harrington, Notary Public
Residing at Boise, Idaho
My Commission Expires December 1, 1994
My Commission Expires



Spring

Turney
7406

Rooker
Basin

N A T I O N A L

DEC 15 1962

Prospect



SPECIAL USE PERMIT

Act of June 4, 1897, or February 15, 1901
This permit is revocable and nontransferable

NAME OF PERMITTEE

J. C. Nichols

KIND OF USE

Water
Transmission

DATE OF PERMIT

March 20, 1968

FILE CODE

2720

REGION

4

STATE

Idaho

FOREST

Salmon

RANGER DISTRICT

Cobalt

Permission is hereby granted to J. C. Nichols

of Route # 3, Rupert, Idaho 83350

hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

Irrigation ditch beginning at a point on Panther Creek just south of permittee's patented homestead and extending in a northwesterly direction approximately 760 feet to connect with the west boundary of permittee's property. Section 34, T. 19 N., R 18 E., B. M. as shown on the attached map which is part of this permit.

This permit covers _____ acres and/or .1 miles and is issued for the purpose of:

Irrigation of Private Land.

(Transferred from Vincent Hunt and M. W. Ammon)

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 _____ Dollars (\$ _____) for the period from _____ 19 FREE, to _____, 19 _____, and thereafter annually on Regulation U-11 _____ 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 occupancy and use under this permit shall begin within in place months, and construction, if any, shall be completed within -- months, from the date of the permit. This use shall be actually exercised at least 30 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.

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CODE

RECEIVED

DATE

18. This permit confers no right upon the permittee to the use of the water involved. Such rights must be obtained and retained under applicable State law.

19. This permit shall have no force and effect until the permittee has signified acceptance of its provisions and conditions by signing below and returning the duplicate copy to the Forest Supervisor.

3/20/68
(Date)

Louis E. Nagowski
(by)

Acting Forest Supervisor

(I) (We) have read the foregoing permit and agree to accept and abide by its terms and conditions.

3/25/68
(Date)

J. P. Nichols
(Permittee)

(By)

(Title)

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H. E. Survey No. 629 embracing a portion of approximately Sections 27, 28, 33 and 34 in Township 19 North of Range 18 East of the Boise Meridian, Idaho, more particularly described and bounded as follows:

Tract 1:

Beginning at Corner No. 1, from which U. S. Location Monument No. 427 bears South $24^{\circ}52'$ East 96.45 chains distant; thence North $38^{\circ}10'$ West 42.75 chains to corner No. 2; thence North $1^{\circ}27'$ West 21.12 chains to corner No. 3; thence South $89^{\circ}43'$ East 3.39 chains to Corner No. 4; thence South $22^{\circ}35'$ East 14.32 chains to Corner No. 5; thence South $36^{\circ}7'$ East 37.70 chains to Corner No. 6; thence North $34^{\circ}0'$ East 41.34 chains to Corner No. 7; thence South $40^{\circ}23'$ East 6.78 chains to Corner No. 8; thence South $22^{\circ}57'$ West 21.80 chains to Corner No. 9; thence South $49^{\circ}1'$ West 30.70 chains to Corner No. 1; the place of beginning, containing 91.70 acres, together with all water and water rights, ditches and ditch rights, range and range rights appertaining thereto and used in connection therewith, together with Sawmill and equipment therewith.

EXCEPTING THEREFROM the following described property, to-wit:

Beginning at corner No. 1 from which U. S. Location Monument No. 427 bears South $24^{\circ}52'$ East 96.45 chains (6365.70) feet distant; thence North $38^{\circ}10'$ West 10.61 chains (690 feet) to a point on the North West boundary; thence North $14^{\circ}49'$ East 864.05 feet to a point on the South East Boundary; thence South $36^{\circ}07'$ East 12.12 chains (790 feet) to the boundary corner; thence North $34^{\circ}00'$ East 41.34 chains (2728.44 feet) to the boundary corner; thence South $40^{\circ}23'$ East 6.78 chains (447.48 feet) to the boundary corner a point; thence South $22^{\circ}57'$ West 21.80 chains (1438.80 feet) to the boundary corner; thence South $49^{\circ}01'$ West 30.70 chains (2026.20 feet) to the point of beginning.

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