

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

OK JC 9/25/01

RECEIVED

SEP 24 2001

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	A29-10196				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

D. WAYNE HATCH (DECEASED)

4. New Owner/Claimant(s)

JERRY W. HATCH

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

850 WEST ELVA

City, State and ZIP Code

IDAHO FALLS, ID 83402

New Telephone Number

208 579-5353

5. Date you acquired the property

2-15-1990

STATE OF IDAHO 138405
County of Caribou
February 15, 1990
4:25 P.M.
Microfilm Records
Recorder: Wayne W. Archibald
Deputy: Ruth E. Avery
Fee: \$6.00 D. Hardy

WARRANTY DEED
(Reserving Life Estate)

For Value Received

OSBORNE WAYNE HATCH a/k/a WAYNE HATCH and MARCELLE R. HATCH, husband and wife, of Bancroft, Caribou County, Idaho, the Grantors, do hereby grant, bargain, sell and convey unto Jerry Wayne Hatch as his sole and separate property whose mailing address is c/o Wayne Hatch, 3043 Kelly Toponce Road, Bancroft, Caribou County, Idaho 83217 the Grantee, the following described premises, located in Caribou County, State of Idaho, to-wit:

Township 6 South, Range 38 East of the Boise Meridian, the NE1/4 of SE1/4 of Section 34, less the following described property:

Beginning at the Southwest corner of the NE1/4SE1/4, and running thence North 395 feet; thence East 1320 feet; thence South 395 feet; thence West 1320 feet, to the point of beginning; being also described as the South 395 feet of said NE1/4SE1/4. EXCEPT THEREFROM that part thereof lying within the right of way of a County Road which runs along the East side thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever, subject to the Grantors reserving a Life Estate and right to live in and occupy such premises for the remainder of the natural life of each Grantor. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 15th day of February, 1990.

Osborne Wayne Hatch
OSBORNE WAYNE HATCH

Marcelle R. Hatch
MARCELLE R. HATCH

STATE OF IDAHO

)

138405

:ss

County of Caribou

)

On this 15th day of February, 1990, before me, the undersigned Notary Public, personally appeared OSBORNE. WAYNE HATCH and MARCELLE R. HATCH, known to me to be the persons whose names are subscribed to the foregoing 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 first above written.

Don E. Handberg

NOTARY PUBLIC FOR IDAHO

Residing at: Soda Springs, Idaho

Commission expires: July 24, 1991

(SEAL)

Warranty Deed

THIS INDENTURE, Made this 10th day of March in the year of our Lord One Thousand Nine Hundred and Eighty , between

Candy H. Kelly, a married woman of Bancroft , County of Caribou , State of Idaho the party of the first part, and

Osborne Wayne Hatch and Marcelle R. Hatch, husband and wife, of Bancroft , County of Caribou , State of Idaho the parties of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of ONE DOLLAR, love and affection for her parents, and as a gift ~~_____~~ lawful money of the United States of America, to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged

, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties of the second part, and to their heirs and assigns forever: All th certain lot piece or parcel of land situate, lying and being in the County of Caribou State of Idaho, bounded and more particularly described as follows, to-wit:

Township 6 South, Range 38 East of the Boise Meridian:

Section 34: Beginning at a point which is 395 feet North of the South east corner of the NE1/4SE1/4 of said section 34, and running thence West 242.71 feet; thence North 208.71 feet; thence East 242.71 feet; thence South 208.71 feet, to the point of beginning, EXCEPT THEREFROM, a county road along the East side thereof.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said parties of the second part, and to their heirs and assigns forever. And the said party of the first part, and her heirs the said premises in the quiet and peaceable possession and assigns against the said party of the first part, and her heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said party of the first part have hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

_____ [Seal]
_____ [Seal]
_____ [Seal]
_____ [Seal]

STATE OF IDAHO,
County of CARIBOU

SS.

On this 21st

day of April

in the year 1980, before me

a Notary Public in and for said County and State, personally appeared

Candy H. Kelly

known to me to

be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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.

Valley B. H. H.

Notary Public.

Residence and P. O. Address Salt Lake City, Utah
Life Time Commission 183274

104607

WARRANTY DEED

TO

Dated _____, 19__

STATE OF IDAHO,

County of _____ } SS.

I hereby certify that this instrument was filed for record at the request of

Deborah W. Hatch

at 5 minutes past 10

o'clock A M., this 21 day

of April, A. D. 1980

in my office and duly recorded in Book _____

of Deeds at page 1188

E. A. S. JONES
Ex-Officio Recorder.

By Clara Dickhaut
Deputy.

Fee, \$ 4.00

Warranty Deed

THIS INDENTURE, Made this 8th day of March
in the year of our Lord One Thousand Nine Hundred and Seventy-eight, between

Osborne Wayne Hatch and Marcelle R. Hatch, husband and wife,
of Bancroft, County of Caribou, State of Idaho
the parties of the first part, and

Candy H. Kelly, a married woman 571 East Lewis
of Soda Springs, County of Caribou, State of Idaho 83276
the party of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of

ONE DOLLAR, love and affection for their daughter, and as a gift - - - - - ~~XXXXXXXXXX~~,
lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt
whereof is hereby acknowledged

, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said party
of the second part, and to her heirs and assigns forever: All that certain lot,
piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, bounded
and more particularly described as follows, to-wit:

Township 6 South, Range 38 East of the Boise Meridian:

Section 34: Beginning at a point which is 395 feet North of the
Southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 34,
and running
thence West 242.71 feet; thence North 208.71 feet;
thence East 242.71 feet; thence South 208.71 feet,
to the point of beginning, EXCEPT THEREFROM, a county
road along the East side thereof.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and
the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident
unto the said party of the second part, and to her heirs and assigns forever. And the said
parties of the first part, and their heirs the said premises in the quiet and peaceable possession
of the said party of the second part her heirs and assigns against the said parties of the
first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming
or to claim the same, shall and will warrant and by these presents forever defend.

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

Signed, Sealed and Delivered in the Presence of

Osborne Wayne Hatch [Seal]
Marcella R. Hatch [Seal]
_____[Seal]
_____[Seal]

STATE OF IDAHO,
County of Caribou. } ss.

On this 21st day of March in the year 19 78 , before me

the undersigned a Notary Public in and for said County and State, personally appeared

Osborne Wayne Hatch and Marcelle R. Hatch, 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 t hey 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.

Leonard O. Kingsford
Notary Public.

Residence and P. O. Address..... Soda Springs, Idaho.

Commission: Lifetime.

95592

WARRANTY DEED

Osborne Wayne Hatch and Marcelle R.
Hatch, husband and wife,

TO

Candy H. Kelly, a married woman.

Dated March 8, 19 78

STATE OF IDAHO,
County of Caribou. } ss.

I hereby certify that this instrument was filed for
record at the request of

Candy H. Kelly
at 5 minutes past 4
o'clock P. M., this 29 day
of March, A. D. 19 78

in my office and duly recorded in Book the

of ~~index~~ microfilm records.

Elaine S. Johnson

Ex-Officio Recorder.

By *Shanda Peterson*

Deputy.

Fee, \$ 2.00

GEO. PRIMS & SONS, INC., POCAHELLO, IDAHO

May 10 4
Soda Springs, Ida

REAL ESTATE AGREEMENT

THIS AGREEMENT, made and entered into the day of **April**
in the year of our Lord one thousand nine hundred **forty-four** (19 **44**)

Between **Arnold B. Call and Beatrice V. Call, husband and wife,**

of **Pocatello** , County of **Bannock** , State of Idaho,

parties of the first part, and **Osborne Wayne Hatch and**

husband and wife,
of **Chesterfield** , County of **Bannock** , State of Idaho,

the parties of the second part.

WITNESSETH, that the parties of the first part, in consideration of the covenants and agreements on the part of the said parties of the second part, herein after contained, agree to sell and convey unto the said parties of the second part, and the second parties agree to buy all those certain lot s, piece s or parcel s of land, situate, lying and being in

County of **Bannock** , State of Idaho, and bounded and particularly described as follows,

to-wit:

Beginning at the Southeast corner of the Northeast quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section thirty-four (34), Township six (6) South, Range thirty-eight (38) East of the Boise Meridian; running thence Seven Hundred Fifty feet (750 ft.) North; thence West eighty (80) rods; thence South Seven Hundred Fifty (750) feet; thence East eighty (80) rods to the place of beginning, containing twenty-two and one-half (22 $\frac{1}{2}$) acres, more or less.

Together with all water, water rights and water privileges appertaining to the said lands and heretofore used thereon for the purpose of irrigating the same, and for domestic and stock purposes; and all dams, ditches, canals and conduits used for the conversion and conveyance of said water to and upon the said lands, -the said water right being especially the entire interest in and to the water right heretofore conveyed by deed by Josiah H. Loveland, Jr., and Nancy A. Loveland, his wife, to John C. Evans, dated October 11th, 1928, the said waters being taken from Toponce Creek in Bannock County, Idaho.

for the sum of **Twelve Hundred and no/100ths (\$1200.00) ----- DOLLARS**
lawful money of the United States, and said part **ies** of the second part, in consideration of the
premises, agree to pay to the said part **ies** of the first part
the said sum of **Twelve Hundred and no/100ths..... DOLLARS,**

as follows, to-wit:

*one dollar (\$1.00) cash upon the signing and delivery
of this agreement also
\$400.00 = cash
\$100.00 on 1st of December 1944 and thereafter till
full amount is paid at 6% interest*

It is agreed that the buildings on said premises shall be kept fully insured against loss by fire, with
loss payable to parties of the first part as present owner, and to parties of the second part as pur-
chaser under contract, as their respective interests may appear; premiums on said policies to be paid
by parties of the second part on and after **date hereof** ~~19xx~~ **1944**.
And the said parties of the second part agree to all State, City, School and County taxes,
or assessments of whatsoever nature, which are or may become due on the premises above described, on
or after **January 1st**, **1944**.

It is agreed between the parties hereto that the parties of the
second part shall not mortgage, sell or dispose of any of the crops
grown on the premises in any year until the annual yearly installment,
together with interest, has been paid.

In the event of a failure to comply with the terms hereof, by the part **ies** of the second part, the
said part **ies** of the first part shall be released from obligation in law or equity to cover said property,
and said part **ies** of the second part shall forfeit all right thereto, and all payments made on said prop-
erty. And the said parties of the first part, on receiving such payment, at the time and in the manner
above mentioned, agree to execute and deliver to the said parties of the second part, or to their
assigns, a good and sufficient warranty deed and abstract to said premises, free from all encumbrances,
except any encumbrances caused or created by the parties of the second
part.

Time is the essence of this agreement and in case the parties of the second part should fail, refuse or neglect to pay said parties of the first part the money as is agreed herein to be paid, or to pay taxes, assessments or insurance on the date same shall become due, and for a period of thirty days thereafter, or shall fail to fulfill any of the covenants or agreements on the Purchaser's part to be kept and performed, then and in that event, the parties of the first part may, at the option, forfeit any and all rights of the purchaser in and to said property, and all money paid to the parties of the first part by the purchaser under this agreement shall be retained by the said parties of the first part as liquidated damages for the non-performance of this contract, and as rent for said property; and the purchaser, if then living on the property shall be considered a lessee of the parties of the first part and shall be liable to ejectment under the laws of the State of Idaho, relating to forcible entry and unlawful detainer. And the said parties of the first part, on receiving payment at the time and in the manner above mentioned, agree ~~to instruct the escrow holder~~ to deliver to the said parties of the second part, or his heirs and assigns the escrow deed which shall be a good and sufficient Warranty Deed to said premises, together with abstract showing title free from incumbrances, except incumbrances above mentioned, excepting also, such encumbrances as may be created by the parties of the second part, or through his assigns or heirs. It is understood that the stipulations herein set forth, are to apply and bind the heirs, executors, administrators and assigns of the respective parties thereto.

It is agreed that the covenants herein contained shall apply to and bind the heirs, executors, administrators and assigns of the respective parties hereto, but that no transfer or assignment of this agreement shall be valid without the written consent of the parties of the first part hereto.

I WITNESS WHEREOF, the said parties of these presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF IDAHO, }
COUNTY OF BANNOCK } ss.

On the _____ day of April, in the year 19 44, before me, a Notary Public in and for said State personally appeared Arnold B. Call and Beatrice V. Call, husband and wife, and Osborne Wayne Hatch and _____, whose names 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.

(SEAL)

Notary Public

My commission expires

, 19 _____

Residing at _____

Blackfoot 61864

4-1023-R.

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at **Blackfoot, Idaho,**
has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant
Leo Roberts

according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands" and the acts supplemental thereto, for the **Lots fifteen and sixteen of Section twenty-two and the Lots one and two of Section twenty-seven in Township six south of Range thirty-eight east of the Boise Meridian, Idaho, containing one hundred sixty acres,**

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, **Woodrow Wilson**

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the **THIRD**

(SEAL)

day of **JANUARY** In the year of our Lord one thousand
nine hundred and **SEVENTEEN** and of the Independence of the
United States the one hundred and **FOURTEENTH**.

By the President:

By

Secretary.

Woodrow Wilson
M. O. Lusk
L. L. C. Lamm

Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number

560026

6-2171

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
WASHINGTON, D. C.

I hereby certify that this photograph is a true copy
of the patent record which is in my custody in this
office.

Jas. F. Blower
Acting Chief, Patents Division

P. S.

INDEXED
IN COPY READ
RECEIVED
JAN 10 1968
FBI - NEW YORK
250119
REC'D
CORDED

PLEASE ORDER
FROM JOHN DODD.

DEC 12 1946 3 38 PM

98 335-
Becker

DATE 10-1-41 BY Anna Kleepe RECORDED

RECORDED

DEPUTY

63
FEE

AT REQUEST OF

2010 RELEASE UNDER E.O. 14176

229%.

Warranty Deed

THIS INDENTURE, Made this Fifteenth day of October
in the year of our Lord One Thousand Nine Hundred and forty-seven, between Leo Roberts and Elva F. Roberts, husband and wife
of Pocatello, County of Bannock, State of Idaho
the part ~~ies~~ of the first part, and Osborne Wayne Hatch and Marcelle R. Hatch, husband and wife

of Bancroft, County of Bannock, 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 five thousand four hundred (\$5,400.00) 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

, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part ~~ies~~ of the second part, and to their heirs and assigns forever: All th at certain lot
piece or parcel of land situate, lying and being in the County of Bannock State of Idaho, bounded and more particularly described as follows, to-wit:

The Northeast Quarter of the Southeast Quarter of Section Thirty-four, Township Six, South Range 38 E.B.M., excepting therefrom a tract of land containing 22 $\frac{1}{2}$ acres, more or less, described as:

Beginning at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 34, Township Six South, Range 38 E.B.M., running thence 750 feet North, thence West 80 rods, thence South 750 feet, thence East 80 rods to the place of beginning.

Lots Fifteen and Sixteen (or the South Half of the Southeast Quarter) of Section Twenty-two and the Lots One and Two (or the North Half of the Northeast Quarter of Section Twenty-seven, all in Township Six South, Range Thirty-eight East of the Boise Meridian.

Excepting therefrom the following described tract: Beginning at the Southeast Corner of the North Half of the Northeast Quarter of Said Section Twenty-seven, run thence North along the East line of said subdivision a distance of 15 rods, run thence West parallel with South boundary line of said subdivision a distance of 32 rods, run thence South at right angles a distance of 15 rods to the South boundary line of said subdivision, run thence East along said boundary line 32 rods to the place of beginning of this exception.

Together with all water rights, and rights in ditches, canals and laterals, and rights of way therefor, appurtenant to said premises or used in connection therewith now and/or at any time during the existence of this mortgage, including (but not limited to) the following:

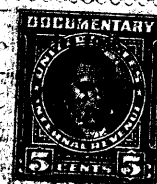
Waters of Toponce Creek as decreed to the above described lands,

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said part ~~ies~~ of the second part, and to and assigns forever. And the said part ~~ies~~ of the first part, and the said premises in the quiet and peaceable possession of the said part ~~ies~~ of the second part, and assigns against the said part ~~ies~~ of the first part, and and against all and every person or persons whomsoever, 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 s and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of



Leo Roberts [Seal]

Elva F. Roberts [Seal]

[Seal]

[Seal]

STATE OF IDAHO,
County of Bannock

SS.

On this 29th

day of November

in the year 1947, before me,

Pl. W. Carlson

a Notary Public

in and for said County and State, personally appeared

Leo Roberts and Elva F. Roberts

known to me to

be the person whose name s are

subscribed to the within instrument, and acknowledged to me that t he y 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.

W. Carlson

My Commission expires June 5, 1948

Notary Public.

Residence Pocatello, Idaho

WARRANTY DEED

256638

Leo Roberts and Elva F. Roberts

Osborne Wayne Hatch and Marcelle R. Hatch

TO

Osborne Wayne Hatch and Marcelle R. Hatch

Marcelle R. Hatch

Dated November 29, 1947

STATE OF IDAHO,

County of

SS.

I hereby certify that this instrument was filed for record at the request of

Leo Roberts and Elva F. Roberts

at 24 minutes past 3

o'clock P. M., this 3 day of

Dec A. D. 1947

at my office and duly recorded in Book 102.

of Deeds at page 51.

Anna Phelps

Ex-Officio Recorder.

By

Fee, \$ 1.40

Deputy.

MERRILL & MERRILL
COUNSELORS AND ATTORNEYS AT LAW
POCATELLO, IDAHO

A.L.MERRILL
R.D.MERRILL
W.F.MERRILL

March 13, 1957

Mr. Wayne Hatch
Bancroft, Idaho

Dear Mr. Hatch:

You have requested that we attempt to determine, from the abstracts you left with us and information from the water decree, what decreed rights are ahead of or near in time to the rights appurtenant to the property owned by you.

The decreed rights on the property listed in the abstracts left with us are rights number 81 and 82 to Mr. Ben L. Jensen who owned the property prior to you. This decreed right is in the amount of .40 c. f. s. as of June 18, 1902, to be diverted through Jensen Ditch No. 4 from Toponce Creek in the Southwest quarter of the Northeast quarter of Section 34, and .74 c. f. c. under date of June 18, 1902, to be diverted through Jensen Ditch No. 6 from Toponce Creek in the Northwest quarter of the Southeast quarter of Section 34.

As you can see, there are 80 prior amounts decreed and the entire court decree sets up 163 decreed rights. We have at hand the final decree, and perhaps the best procedure would be for you to drop into the office sometime when you are in Pocatello on other business so that we may go over this decree and you can determine what information you need from it.

Sincerely yours,

MERRILL & MERRILL

By



W. F. Merrill

5/11.63 Jals min

WFM:a

April 16, 1957

Mr. Wayne Hatch
Bancroft, Idaho

Dear Mr. Hatch:

When you were in the office last week, you asked that we determine, if possible, who were the original owners of the water rights dated June 17, 1902 and June 18, 1902, which are decreed to the Toponce Canal Company, and whether or not certain described properties were included in the Decree of the Union Grain and Elevator Company and McCammon Ditch.

As to the first question, we find that the original files in this case contain the allegations that the Toponce Canal Company claimed water to irrigate the following described lands in Township 7 South, Range 38:

In Section 1: ~~The South half of the Southeast Quarter~~, in Section 11, the Southeast Quarter, Northwest Quarter, ~~East half of the Southwest Quarter~~, ~~the Northeast Quarter~~, ~~the Southeast Quarter~~; in Section 12, the Northeast Quarter, the Northwest Quarter, the Southeast Quarter, and the Southwest Quarter; in Section 13: the Northwest Quarter, the Southwest Quarter, the Southeast Quarter; in Section 14, the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Southwest Quarter, the East half of the Southwest Quarter, the Southeast Quarter; in Section 23, the Northwest Quarter, the East Half of the Southwest Quarter, the Northeast Quarter, the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, the North Half of the Southeast Quarter; in Section 24 the Northeast Quarter, the Northwest Quarter, the North Half of the Southwest Quarter, the North Half of the Southeast Quarter.

In Township 7 South, Range 39 East of the Boise Meridian:

In Section 17, the West Half of the Southwest Quarter; in Section 18, Lots 1, 2, 3, and 4, the West Half of the Northeast Quarter, the Southeast Quarter; in Section 19, Lots 1, 2, 3 and 4, the Northeast Quarter, the North Half of the Southeast Quarter, the Southwest Quarter of the Northeast Quarter; in Section 20, the West Half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter

The allegations continue that on the 17th day of June, 1902 the predecessors in interest of the Toponce Canal Company appropriated 25 cubic feet of the waters of Toponce Creek; that on the 18th day of June, 1902, the predecessors in interest of the Toponce Canal Company appropriated 4 cubic feet; that on the 20th day of

2.

June, -1902, the predecessors in interest of the Toponce Canal Company appropriated an additional 14 cubic feet, and on the 28th of June, 1902, the predecessors in interest of the Toponce Canal appropriated an additional four cubic feet.

There is no allegation and nothing in the file that we could find that would identify the predecessors in interest of the Toponce Canal Company, and we were therefore unable to find from the files of the original action the names of the original owners of these water rights. We will write the State Engineer's Office in Boise to see if they have this information on file.

As to your second question, we have found the following:

- A. In Section 11, Township 7 South, Range 38 East of the Boise Meridian:
 1. Southwest Quarter of the Northwest Quarter. This is not in the Decree as far as we can find.
 2. The Northwest Quarter of the Northeast Quarter. This is in the Decree under the Toponce Canal Company's decreed water for the irrigation of 50 acres.
 3. The East Half of the Northeast Quarter. The Decree sets out this portion of land under the Toponce Canal right. This land is irrigated under the priority date of June 17, 1902, and was originally held by John T. Whitworth.
- B. In Section 12, Township 7 South, Range 38 East of the Boise Meridian:
 1. The West Half of the Northwest Quarter. This is under the Decree to the Toponce Canal Company. Was originally held by John T. Whitworth under date of June 17, 1902.
- C. In Section 2, Township 7 South, Range 38 East of the Boise Meridian:
 1. South Half of the Southwest Quarter. We cannot find this in the Decree.
 2. Southeast Quarter. The Southwest Quarter of the Southeast Quarter is under the decreed rights of the Toponce Canal Company, but no additional portions of this quarter section are found.

We trust that the above will be of some assistance, and we shall advise you as soon as we hear from the State Engineer's Office.

RECEIPT
For Monies Paid
to the
IDAHO DEPARTMENT OF WATER RESOURCES

Receipt No: M005565

Date:
Time: 01/23/90
09:11:30

Received
From:

HATCH, WAYNE OR MARCELLE

Type of Payment

Program Acct Class

Amount

ADJUDICATION FEE

0410162 9337 6490

\$104.00

Total

\$104.00

CHECK 1027

WR/NO: A29-10195 A29-10196

Idaho Department of Water Resources

Region: MOBILE I

Signature: A. Baumhof



State of Idaho
DEPARTMENT OF WATER RESOURCES

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

112°00'

419000m. E.

42°52'30"

4747000m. N.

R38E

T6S
T7S



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

COPY

Ident. Number: A29-10195
Date Received: 1/23/1990
Receipt No: MOSS65
Received By: B

FOR YOUR FILES
DO NOT RETURN

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: OSBORNE WAYNE HATCH
Address: 3043 KELLY TOPONCE RD.
BANCROFT, ID

208-648-7712

OR

Name: MARCELLE R. HATCH
Address: 3043 KELLY TOPONCE RD.
BANCROFT, ID

83217

208-648-7712

83217

2. Date of Priority: JUN 17, 1902

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township Range Section 1/4 of 1/4 of 1/4 Lot
06S 38E 34 NE NE SE

County
CARIBOU

5. Description of diverting works:
WELL 40' DEEP, 6" CASING, 1/2HP SUBMERSIBLE PUMP

6. Water is used for the following purposes:

Purpose:	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.020		

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

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:
D/ ONE HOUSEHOLD; S/ 5 HEAD HORSES OR CATTLE

A29-10195

Page 1

Date: 01/23/90

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: A29-10196
Date Received: 1/23/1990
Receipt No: MOSS65
Received By: AS

COPY

**FOR YOUR FILES
DO NOT RETURN**

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

1. Name: OSBORNE WAYNE HATCH
Address: 3043 KELLY TOPONCE RD.
BANCROFT, ID

208-648-7712

OR

83217

Name: MARCELLE R. HATCH
Address: 3043 KELLY TOPONCE RD.
BANCROFT, ID

208-648-7712

83217

2. Date of Priority: JUN 18, 1902

3. Source: TOPONCE CREEK

Trib. to: PORTNEUF RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
06S	38E	34	NE NW SE		CARIBOU

5. Description of diverting works:
METAL HEADGATE, INTO OPEN DITCHES TO FLOOD IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	09/15	1.140		

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

A.F.A.

8. Total consumptive use is

72.5 Acre Feet Per Annum.

9. Non-irrigation uses:

A29-10196

Page 1

Date: 01/23/90

