

Keith Fielding
597 N. 1100 E.
Shelley, ID 83274
346-6211

March 7, 2005

Attention: Barbara Payne

Re: Snake River Basin Adjudication (SRBA)
Claim 27-4AC and 27-13A

We request a timeline that you have on our water, so that we may find any other information you may need.

Thank you!

Keith and Karma Fielding



Henry Dunn

300"

July 1870

Henry Dunn to Margaret Thompson

6-24-1910

100"

- 1934 - Fred Ostlund to William A Ball 4 shares Miner's Ditch
- 1936 John C. Millick to William A. Ball 37" in Blackfoot Irr. + West Branch
37 shares West Side
- 1951 Laver Elison to William A. Ball 1 share Miners Ditch
- 1952 Harry Thompson to William A. Ball 50" Blackfoot River water
- 1955 James Nelson to Warren Tew
- 1958 Warren Tew^{+ Vera} to Earl Tew
- 1959 William + Ball to Warren Tew 100" miners inches
- 1963 Earl Tew to Arvel Fielding
- 1970 Vera Tew to Arvel Fielding
- 1972 Vera Tew to Arvel Fielding
- 1977 Earl Tew to Arvel Fielding

Fred S. Stevens 138" 7/6/69
 Stevens Plot 38 Fred S. Stevens Horse, Id.

27-013 Henry Dunn 300" 7/1/1870
 Pump river 100" Ovel Fielding (John Thompson)
 Hanson 200" Jim Tarpley (Shoe maker)
 235 acres

27-014 N.H. & Emma Just 200" 8/1/71
 Pump river 200" Reid Brus.

27-016 Leon Misslen 200" 4/1/73
 Hanson ditch 100" Owen Taylor
 22" Young 221 zone
 50" Young Robert
 1993

27-017 John Misslen 120" 7/1/87
 pump river 120' miners Ditch (5 mine plots)

27-018 H.R. Lewis 100" 3/1/2
 covered in Reservoir

27-005 Presto Burrell 100" 3/1/2
 Pump river 100" Darrel Cook



27-13

#7.

336
2-3-9
The North-east quarter of the South-east quarter and the South-east quarter of the North-east quarter of section No. 4, in Township No. 3, South of Range 36 East of Boise Meridian; and also of Lot 2 and south $\frac{1}{2}$ of South-west $\frac{1}{4}$ of Section 26 and Lots 1, 2, 3, and 4, and north $\frac{1}{2}$ of N. W. $\frac{1}{4}$ and South-west $\frac{1}{4}$ of North-west $\frac{1}{4}$ of section 35, and the North-east $\frac{1}{4}$ of the South-east $\frac{1}{4}$ of Section 34, Township 2 South of Range 36 East of Boise Meridian; and also Lots 5 and 6, and North-west $\frac{1}{4}$ of South-west $\frac{1}{4}$ of Section 3 and South-east $\frac{1}{4}$ of the South-east $\frac{1}{4}$ of Section 4 in Township 3 South of Range 36 East of Boise Meridian; said lands in all being in area, seven hundred and seventy three and 65/100 acres.

27-16
27-29
Leon Mislen:

That the defendant Leon Mislen is now and has been continuously since the year 1873 the owner and in the possession of and entitled to the possession the following described lands, to-wit:

The Lot numbered (1) one of section 34, in township 2 south and the lots numbered 1, 2, and 4, of section 3 in Township 3 South of Range 36 East of Boise Meridian, containing one hundred and sixty-five & 64/100 acres: Also the south-east quarter of section 23, and the North-east quarter of Section 26, and Lots 1 and 2 of section 25, and Lot 2 of section 24 in Township 2 South of Range 36 East of Boise Meridian, and containing 614 17/100 acres: Also Lot 1 in section 4 and Lot 3 and the South-west quarter of the north-west quarter of section 3, in Township 3 South of Range 36 East of Boise Meridian, and containing 160 acres, more or less; Also the south-west quarter of south-east quarter of section 34 in Township No. 2 South of Range No. 36 East of Boise Meridian, and containing 40 acres; all of said land being situate in Bingham County, Idaho.

979.81 AC
500 m

27-17
John Misslen:

That the defendant John Mislen is and was at all the times hereinafter mentioned a citizen of the United States; that in the year 1873 said defendant was and since has been, and now is, the owner and in the possession of and entitled to the possession of the following

Microfilm

MAR 2 2005

In the District Court of the Fifth Judicial District of the State of Idaho, in and for Bingham County,

Fred S. Stevens et al, Plaintiffs,

vs
Eastern Idaho Water Co. et al., Defendants,

This cause having been heretofore tried by the Court, without a jury, and the Court having made its findings of fact and conclusions of law,

It is now ordered, adjudged and decreed that the following parties are entitled to divert from the Blackfoot River the amount of water herein indicated, and the right of each party dates from the time hereinafter stated and set opposite each name, to wit:—

Fred S. Stevens, July, 6th A.D. 1869. — 138 inches

Henry Dunn, July, 1st A.D. 1870 — 300 inches

A.A. Just and }

Emma Just, August, 1st A.D. 1871 — 200 inches

Leon Misslew, July, 1st A.D. 1873 — 200 inches

John Misslew, April, 1st A.D. 1874 — 120 inches

H. R. Lewis, March, 1st A.D. 1875 — 100 inches

Presto Burrell March, 1st A.D. 1876 — 100 inches

William Kirkpatrick May, 1st A.D. 1878 — 100 inches

F.M. Shornaker April 1st A.D. 1879 — 90 inches

Eastern Idaho Water Co. March, 20th A.D. 1880 — 1800 inches

P.B. Fox, Jr.

William Howard

A. Whitten

Susan E. Whitten

and Calvin Miles

March, 25th A.D. 1880 — 600 inches

Levi Warren, April 1st A.D. 1882. — 50 inches.

Emily Warren, April 1st A.D. 1883 — 106 inches.

Daniel G. Miller, April 1st A.D. 1883 — 100 inches.

Fred S. Stevens, October 1st A.D. 1884 — 140 inches

A.A. Just and }

Emma Just April 1st A.D. 1885 — 100 inches.

Leon Misslew, May 1st A.D. 1885 — 300 inches.

Robert Miller, May 1st A.D. 1885 — 150 inches.

P. B. Fox Jr.
William Howard
A Whitten
Susan E. Whitten
Calvin Miles

June 1st A.D. 1885 - 1500 inches

W. W. Ritter July 23^d A.D. 1885 560 inches

Thomas G. Weber July 23^d A.D. 1885 480 inches

Jamurs Drew October 1st A.D. 1885 6 inches

Eastern Idaho Water Co. October 1st A.D. 1885 1000 inches

H. R. Lewis and Sarah Lewis March 1st A.D. 1886 160 inches

Jamurs Welch March 20th A.D. 1886 400 inches

William A. Davidson April 5th A.D. 1886 352 inches

David S. Morgaw April 5th A.D. 1886 132 inches

William Morgaw April 5th A.D. 1886 100 inches

William A. Downing April 5th A.D. 1886 120 inches

F. Little October 4th A.D. 1886 240 inches

Charles S. Burton October 4th A.D. 1886 240 inches

John Sharp Jr. November 1st A.D. 1886 320 inches

F. W. Jennings November 1st A.D. 1886 400 inches

Donald Poluir April 1st A.D. 1887 100 inches

Samuel Borup April 1st A.D. 1887 50 inches

Jacob Eliason

Caroline Eliason May 1st A.D. 1889 145 inches

Maylaw O'Fox December 4th A.D. 1889 640 inches

That the following rights heretofore set forth, to-wit:

The right of H. R. Lewis dating from the 1st day of March A.D. 1875, for 100 inches; the right of W. W. Ritter, dating from the 23^d day of July A.D. 1885 for 560 inches; the right of Thomas G. Weber, dating from the 23^d day of July A.D. 1885 for 480 inches; the right of H. R. Lewis and Sarah Lewis dating from the 1st day of March, A.D. 1886, for 160 inches; the right of F. Little dating from the 4th day of October, A.D. 1886, for 240 inches; the right of Charles S. Burton, dating from the 4th day of October, A.D. 1886, for 240 inches; the right of John Sharp Jr., dating from the 1st day of November A.D. 1886, for 320 inches; the right of F. W. Jennings, dating from the 1st day of November, A.D. 1886, for 400 inches; the right of Donald Poluir, dating from the 1st day of April A.D. 1887 for 100

Miss T page 146

POSITION 1 (UPPER LEFT)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

SEVERANCE AGREEMENT
(WATER FACILITIES PROGRAM)

WHEREAS William Archie Ball and Verda M. Ball
of Blackfoot, County of Bingham, State of Idaho,
hereinafter called the "borrowers," ~~are leasing from purchasing under contract from~~ have mortgaged to,
or have encumbered by executing a deed of trust securing a note(s) held by Federal Land Bank of
Spokane and _____ of _____,
County of _____, State of Washington, hereinafter called
the "owners" or "creditors," the following-described real property:

Lots 5 and 6, NW $\frac{1}{4}$ SW $\frac{1}{4}$	Sec 3, Twp 3 S., R 36 E.B.M.
Lots 2,3 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$	4
Lots 1,3 and 4, W $\frac{1}{2}$ NW $\frac{1}{4}$	9
Lot 1	10

in Bingham County, Idaho

AND, WHEREAS, the borrowers have applied to the United States of America (hereinafter called the "Government") for a Water Facilities loan for the purpose of improving the aforesaid real property by the construction, erection, or addition thereto of the structures and equipment described and have agreed to give the Government a purchase money mortgage lien thereon:

Electric motor,
Electric pump for irrigation,
Pump mounting and all necessary equipment incident to use and operation
of the facility.

NOW, THEREFORE, for and in consideration of the making of such a loan by the Government and of the installation of the structures and equipment by the borrowers, the parties hereto do covenant and agree that, as to the lien of the Government, such structures and equipment shall remain severed from said real property, will be considered with respect to the interests of the parties hereto as personal property and, even though attached thereto, shall not be considered to become fixtures or a part of the real estate or subject to the lien of any security instrument heretofore or hereafter placed thereon by any of the parties hereto, except the lien of the Government until the expiration of the Government's lien and any extension or renewal thereof and until the repayment of said loan.

QUITCLAIM DEED

231297

THIS INDENTURE, made this 31st day of October, 1977, between EARL H. TEW and his wife

Shelley, County of Bingham, State of Idaho, the part 1st of the first part and ARVEL W. FIELDING and HELEN DOROTHY FIELDING, his wife, County of Bingham, State of Idaho, the part 1st of the second part,

WITNESSETH, that the said part 1st of the first part, for and in consideration of the sum of Ten Dollars, full money of the United States of America and other valuable considerations to them in hand paid by the part 1st of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release and forever QUITCLAIM, unto the said part 1st of the second part, and to their heirs and assigns, forever, all the following described real estate, situated in the County of Bingham, State of Idaho, to-wit:

All right, title and interest to the use of an old well located North of the South Quarter Corner of Section 36, Township One (1) South, Range 37 East of the Boise Meridian with the right of access to and egress from said well, together with all ditch and water rights used upon and appurtenant to said premises, including all well water rights and filings and certificates made in connection with said property.

BINGHAM COUNTY RECORDER
BLACKSBURG, IDAHO
OCT 31 1977

77 NOV 1 AM 10 32
231297

RECORDED AT THE REQUEST OF

Earl H. Tew
Arvel W. Fielding
Helen Dorothy Fielding
Bingham, Idaho
8-7-77

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise by law or equity thereto in anywise appertaining, together with the appurtenances, unto the said part 1st of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, the said part 1st of the first part have hereunto set their hands and seals the day and year first above written.

Executed and Delivered in the Presence of

Earl H. Tew [SEAL]
Arvel W. Fielding [SEAL]

11-31-1977

of _____, County of Bingham, State of Idaho,
the part Y of the first part and ARVEL W. FIELDING, a married man,

County of Bingham, State of Idaho, of _____, the part Y of the second part,
WITNESSETH, that the said party of the first part, for and in consideration of the sum of
Ten and No/100ths _____ Dollars

lawful money of the United States of America and other good and valuable consideration,
to her in hand paid by the part Y of the second part, the receipt whereof is hereby acknowledged,
has granted, bargained, sold, and by these presents, do as grant, bargain, sell and convey and confirm unto
the said party of the second part, and to his heirs and assigns, forever, all the following described
real estate, situated in _____, County of Bingham,
State of Idaho, to-wit:

All that part of the East Half of Section One (1), in Township Two (2) South, Range Thirty-
Seven (37), East of the Boise Meridian, lying North of the County Road.
ALSO, commencing at a point 1280 feet West of the Southeast Corner of Section 36,
Township 1 South, Range 37, E.B.M., Bingham County, Idaho, and running thence in a
Northwesterly direction to a point 640 feet North of the South Quarter Corner of said
Section 36, thence South 640 feet to said South Quarter Corner; thence East along the
South line of said Section 36 to the point of beginning.
EXCEPTING FROM the last above described property the following, to-wit: beginning
at a point which is 290 feet North of the South Quarter Corner of Section Thirty-six (36),
Township One (1) South, Range Thirty-seven (37), East Boise Meridian, and running
thence East 560 feet; thence North 100 feet; thence West 560 feet; thence South 100 feet
to the point of beginning.

Subject to:

1. Taxes for the year 1972 and all subsequent years.
2. Easement to Utah Power and Light Company, recorded May 3, 1957, Miscellaneous Book W, Page No. 122, records of Bingham County, Idaho. Said easement being for power lines.
3. Easement to Utah Power and Light Company, recorded April 17, 1959, Miscellaneous Book Z, Page No. 134, records of Bingham County, Idaho. Said easement being for power lines.
4. Mortgage from Warren S. Tew and Vera H. Tew, husband and wife, to The Connecticut Mutual Life Insurance Company in the amount of \$30,000.00, dated November 10, 1958, recorded December 24, 1958, in Book 103, No. 64087; which mortgage was assumed by the Party of the Second Part.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belong-
ing or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues
and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity
of the said party of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together
with the appurtenances unto the part Y of the second part, and to his heirs and assigns forever.
And the said party of the first part, and her heirs, the said premises in the quiet and peaceable
possession of the said party of the second part, his heirs and assigns, against the said party
of the first part, and her heirs, and against all and every person and 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 has hereunto set her hand
and seal the day and year first above written.

Executed and Delivered in the Presence of

Robert W. Tew
B. Chas. Tew

Vera H. Tew [SEAL]
[SEAL]

3-15-1972

153258

WARRANTY DEED

THIS INDENTURE, Made this 27th day of March, 1970, by and between VERA H. TEW, as an Individual, and VERA H. TEW, as Trustee, of Shelley, Bingham County, Idaho, (hereinafter referred to as "Grantor"), and ARVEL W. FIELDING and DOROTHY FIELDING, his wife, of Shelley, Bingham County, Idaho, (hereinafter referred to as "Grantees"),

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS, lawful money of the United States of America, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained and sold, and by these presents, does grant, bargain, sell, convey and confirm unto Grantees forever, all of the following described real property situate in the County of Bingham, State of Idaho, to-wit:

Lots 3 and 4 and the South Half of the Northwest Quarter, and that part of the North Half of the Southwest Quarter lying North of the County Road, in Section 1, Township 2 South, Range 37, East of the Boise Meridian. Also, Commencing at the Southeast Corner of the Southwest Quarter of Section 36, Township 1 South, Range 37, East of the Boise Meridian, and running thence North 2330 feet; thence North 84°14' West 455 feet; thence North 79°30' West 870 feet; thence North 39°15' West 350 feet; thence North 22°35' West 630 feet; thence North 49°25' West 1020 feet, more or less to the West line of said Section 36;

thence South to the Southwest corner of said Section 36; thence East to the point of beginning. Also, Beginning at a point which is 290 feet North of the South Quarter corner of Section 36, Township 1 South, Range 37, East Boise Meridian; thence East 560 feet; thence North 100 feet; thence West 560 feet; thence South 100 feet to the point of beginning.

Together with all ditch and water rights used upon and appurtenant to said premises, including all well water rights and filings and certificates made in connection with said property.

TO HAVE AND TO HOLD, All and singular the above mentioned and described real property unto the Grantees forever.

Grantor shall and will warrant and by these presents, forever defend the said real property in the quiet and peaceable possession of the Grantees against all claims and demands of Grantor and every other person whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal the day and year first above written.

Vera H. Tew L.S.
Vera H. Tew, As an Individual

Vera H. Tew L.S.
Vera H. Tew, As Trustee

3-27-1970

OCT 27 2004

By

1-30-1959

William Archie Ball to Warren S Tew
100 inches

WARRANTY DEED

BOOK 101 PAGE 135

THIS INDENTURE, Made this 30th day of January, in the year of our Lord one thousand nine hundred and fifty-nine between WILLIAM ARCHIE BALL and VERDA M. BALL, husband and wife, of the County of Bingham, State of Idaho, the parties of the first part, and WARREN S. TEW, of the County of Bingham, State of Idaho, the party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of - - FIVE THOUSAND, FIVE HUNDRED and no/100- - - - - DOLLARS 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, have granted, bargained and sold, by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the being decreed water rights in Blackfoot River, following described real estate, situated in the County of

Bingham, State of Idaho, to-wit:

ALL OF THE RIGHT, TITLE AND INTEREST of the first parties in and to 100 miner's inches, or 2 cubic feet per second, of the decreed waters of Blackfoot River, acquired by mesne conveyances and being a part of the decreed right of Blackfoot River of 300 inches, with date of priority, July 1, 1870, decreed to Henry Dunn, in that certain action of Fred S. Stevens, et al, plaintiffs, v. Eastern Idaho Water Company, et al, defendants, in the District Court of the Fifth Judicial District of the State of Idaho, in and for Bingham County, Judgment rendered August 1, 1891, the said water rights hereby conveyed having been decreed to and for the irrigation of Lots Five and Six and the Northwest quarter of the Southwest quarter of Section Three, and the Southeast quarter of the Southeast quarter of Section Four, all in Township Three South, of Range Thirty-six, East of the Boise Meridian, in Bingham County, Idaho.

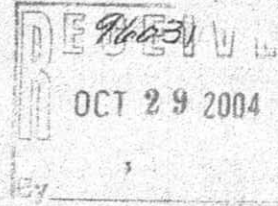


9.5

3-1

BOOK

6



ASSIGNMENT OF AGREEMENT OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That EARL H. TEW and BETH J. TEW, husband and wife, of Bingham County, Idaho, hereinafter designated Parties of the First Part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, to them in hand paid by ARVEL W. FIELDING and DOROTHY FIELDING, husband and wife, hereinafter designated parties of the second part, the receipt whereof is hereby acknowledged, have sole and by these presents do sell, and assign and transfer unto the said Parties of the Second Part, a certain agreement of sale in writing, said agreement being dated the 20th. day of December, 1958, executed by Warren S. Tew and Vera H. Tew, his wife, as Vendors therein, and EARL H. TEW and BETH J. TEW, his wife, as Vendees therein, wherein and whereby said Vendors agreed to sell to said Vendees, the said Vendees agreed to buy from said Vendors the following described real property situate in Bingham County, Idaho, to-wit:

All that part of the East Half of Section One (1), in Township Two (2) South, of Range Thirty-seven (37), East of the Boise Meridian, lying North of the County Road.

Also, beginning at the South Quarter Corner of Section Thirty-six (36), in Township One (1) South of Range Thirty-seven (37) East of the Boise Meridian, in Idaho, and running thence North 1320 feet; thence Southeasterly on a direct line to the Northeast corner of Lot Two (2) in Section One (1), Township Two (2) South of Range Thirty-seven (37), East of the Boise Meridian, thence West 1320 feet, more or less, to the point of beginning.

Excepting from the last above described property the following, to-wit:

Beginning at a point which is 290 feet North of the South Quarter Corner of Section Thirty-six (36), Township One (1) South, Range Thirty-seven (37) East Boise Meridian, and running thence East 560 feet; thence North 100 feet; thence West 560 feet; thence South 100 feet to the point of beginning; together with all ditch and water rights belonging to and used upon any of the above described property or any part thereof;

Together with all of the tenements, hereditaments and appurtenances thereto belonging and otherwise appertaining;

TO HAVE AND TO HOLD said agreement of sale and all of first parties' right, title and interest therein and thereto to the second parties, their heirs, executors, administrators and assigns forever.

First parties hereby represent and warrant to the second parties that the