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MAY 26 2005
DEPARTMENT OF
WATER RESOURCES

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)

A. Subcase 21-12534

(Insert water right number)

Case No. 39576)
_____)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Joyce King

Address: 2382 Biederick Dr.

West Jordan UT 84084

Daytime Phone: 801-969-0554

Name & Address of Attorney, if any:

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: Joyce King

Address: 2382 Biederick Dr.

West Jordan UT 84084

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☐ **Name and Address**
Should be: _____
2. ☐ **Source**
Should be: _____
3. ☒ **Quantity**
Should be: 3.86 C.F.S.
4. ☒ **Priority Date**
Should be: 1950
5. ☐ **Point of Diversion**
Should be: _____
6. ☐ **Instream Flow Beginning and Ending Point**
Should be: _____
7. ☐ **Purpose(s) of Use**
Should be: _____
8. ☐ **Period of Year**
Should be: _____
9. ☒ **Place of Use**
Should be: See corrected place of use - See Attached Letter.
10. ☐ **I object because:**
☐ This water right Should not exist,

☒ This water right was not recommended, but Should be recommended with the elements described above.

E. **REASONS SUPPORTING OBJECTIONS(S):** _____

See attached letter & enclosed documents.

Corrected place of Use

Township Acres	Range	Section	1/4	of	1/4	Lot	Use
08	42 E	23	NE	SE		IRR	38.0
			NW	SE		IRR	37.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
			Section Acres				155.0
		26	NE	NE		IRR	2.5
			NW	NE		IRR	2.5
			NE	NW		IRR	16.5
			NW	NW		IRR	16.5
			Section Acres				38.0

Remarks

PUMP LOCATED AT SECTION 23 PUMPS FROM FALLS RIVER THROUGH A PIPELINE TO WATER 33 ACRES IN SECTION 26 NW4NW4 HAS CAPACITY TO TURN PIPES TO WATER 155 ACRES IN SECTION 23 AND 5 ACRES IN SECTION 26 HISTORICALLY DID WATER ALL. ADDITIONAL PUMP IN SEC 24 LOCATED ON BANK OF FALLS RIVER DIVERTS WATER FROM FALLS RIVER THROUGH CULVERT THROUGH SPRINKLER SYSTEM RUNNING WESTWARD ACROSS SECTION 24 CONNECTING TO SPRINKLER SYSTEM IN SECTION 23. STORAGE WATER ATTACHED TO SECTION 23 AND SECTION 26

BASIS OF CLAIM; BENEFICAL USE

F.

VERIFICATION (must be completed)

State of UTAH)

)ss.

County of SALT LAKE)

Joyce King
(Name of person filing objection)

, duly sworn, upon oath, deposes and says:

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

Joyce King
(Signature of person filing objection)

(Attorney signing in representative capacity)

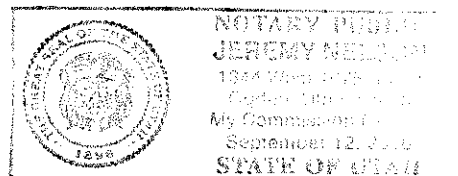
Subscribed and sworn to before me on:

5/24/2006

Notary Public for Joyce King

Residing at: Salt Lake, UT

My Commission Expires: Sept 12, 2006



INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on 5/24, 2006, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

Name: Joyce King
Address: 2382 B. Nordenskiöld Dr.
West Jordan ut. 84084

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div
550 W Fort Street, MSC 033
Boise, ID 83724

Chief, Natural Resources Division
Office of Attorney General
PO Box 44449
Boise, ID 83711-4449

Signature of objector or attorney
mailing on Objector's behalf

Joyce King
2382 Broderick Dr.
West Jordan Ut. 84084
Telephone 801-969-0554

May 23, 2006

Honorable John Melanson
District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Fa

Re: Claim A21-12534

Dear Honor,

I request the assistance of a special master to assist me in straightening out the seeming confusion the surrounds my independent claim.

I think in would be helpful were I to introduce the claim and how it came into being so many years later than the average claim filed. At the time of the adjudication process the property had two water rights, a beneficial use water right in Falls River and one from Conant Creek Canal Company that the canal company delivered directly into Falls River.

Due to a family tragedy however only one to the two water rights became adjudicated. My parents who were already advanced in age had received notices for adjudication purposes in 1988 but my Father who was the one who handled the farm business suffered a stroke early in that year. He was in hospital over a year and then after a brief attempt to care for my Dad a home it was necessary for my Mother to place him in a nursing home due to one side of his body being paralyzed had his speech affected. In 1989 the family lost my two remaining siblings and my Father all within eight and a half months of each other. We had lost my only brother and a car accident in 1974 and my parents were raising his only son since infancy.

I think any one can understand how with such deep grief and shock suffered at such a time how confusion could result with in regard to the need to adjudicate the water right in the river when the family member who handled the farm businss was gone. It wasn't that my Mother did not know about the right it was that she didn't know she was supposed to do anything. At least in regard to the Conant Creek water right others were then to remind her.

I don't know how most canal companies handled their adjudication claims but in this instance, how Conant Creek Canal Company did it was to have the share holders provide the land descriptions. In June 2005 I had sent IDWR a letter of explanation saying they were confused and I didn't think it was my Mother who adjudicated the land because she could not read maps. What I meant by this was my Mother who did so but because she could not read maps had to have assistance.

This will be one of the items I will need to correct and with permission what I will do is explain the changes made on the objection forms as I go along. Although my land is included in all the claims filed by the canal company only the 1909-1910 priority would apply in regard to the actual delivery of the Conant Creek water right. I will enclose a copy of one of these so it can be seen the land being referenced

For part of my property in Section 26 T8NRge 42 a total of 73 acres are claimed. One of the properties was a squared forty acres but a deep gully runs through it. It appears an estimate was made to account for the deep gully that runs through that forty acres so it looks like some of the gully was adjudicated. In addition while some of the land on the South side was in CRP so protected for adjudication purposes what I have opted to do to assist my situation is to claim land on the North side of the gully.

The problem was I cannot read maps either so had to rely upon the claims filed by Conant Creek Canal Company so in knowing I was not going to claim the land in CRP knew there was less acres on the East side of the entire eighty acre parcel but I only saw last year I transposed the directions. In addition since filing my claim I made some additional changes which I felt would also help my situation. In both the Conant Creek Claims filed and my own eleven acres was claimed in Section 23 SENW.

This eleven acres was located on a lot and since the lot only had this eleven acres on it, despite the assessors office having the lot classified as irrigated land and the planning and zoning commission would not let me sell the lot as a site for residence. I successfully argued that because the Conant Creek water right was no longer delivered down to the river, and I no longer had the storage water that was used on the eleven acres, because the attorneys gave it to my niece, stated it could not be irrigated because there was no water rights. I could have claimed the ten and half acre feet of storage measured though my renter pump had I been alert, but before I could protest the deed was done. Dad had used it in the river for over thirty five years because the ditches on the land it was attached to was destroyed but still attached to other land. My niece could not use it any more than my parents could so she just sold it. I sure could have used it.

Suffice it to say I made sure the lot was sold as a building site only without guarantee of water rights. I know any sale of land is supposed to be reported. I had already reported the sale to IDWR last year but I understand I am to report to the SRBA also. As stated the sale of the lot will have no bearing on the claim save for me to reduce acres. I enclose a copy of the Marketing contract which evidences the purpose of the sale.

It is for these reasons I have attached a new place of use as well as remarks since in the old existing works the eleven acres was watered. I will reference on the objection form (See Attachment.) See letter of explanation .

I will now explain the Conant Creek water right. My parents were the second largest share holders in Conant Creek Canal Company but at the time of the adjudication process my Dad had given up and planned on letting the shares go. My parents could only stand helplessly by watching while yet more of their lands were becoming dry farm status. Fourteen years before the then current board of directors had given notice to existing shareholders they were issuing more shares in the canal company since a lot of water was accumulated, shares having been turned back. At first the board told all other share holders the new shares would be treated as secondary to protect the rights of existing shareholders but later treated the shares as equal to existing shares.

It was the actual board of directors who purchased the shares but made some unwise choices that harmed others. They had placed these shares on land outside the boundaries of the canal system so the decreed water coming from the headgate had to be diverted from previous routes of delivery to pick up these new sections of land never having water rights before, more pumps had to be put in the system to service the land given 1974-1976 water rights and only then was the decreed water re-diverted back to the end of the system. Several shareholders were harmed but no one more than my parents because this was where last on the line.

Since my parents had river front property they tried in 1977 to obtain a permit in Falls River and since my parents were known to champion the underdog my parents included a couple of shareholders land in with their project, one a widow who could not defend herself. However, my Dad used the wrong words to explain the hardship placed on my parents and miscommunication took place between my Dad and

IDWR, he was judged a speculating. My Dad had poured more decreed water into the system in an attempt to save his lands but as the years passed adding more land to a small system was such a burden that severe leakage was the result. Beneficial use could only be assigned to a mud hole. At the time of the adjudication process my parents could barely get any water. The waste bill was allocated among shareholders so my parents had to pay assessments on water they could not get then pay again on the waste bill because so many shares were owned.

For this reason my Dad had given up, a couple of years before he had stopped paying assessments because the shares were worthless due to the lack of water. At the time of my Dad's death he was behind five thousand dollars in assessments and waste bills. My Mother opted to pay the back assessments and hope one day to solve the problems.

It is likely my Dad would have kept shares for my land and obtained a diversion having Wd-1 deliver the water. The delivery of the small amount of water that was able to get down to the river was unique. When the canal was built starting in 1896 there had been four families settle along Falls River. My early homesteader being one of them. They were prominent in building the canal. While my homesteader used his river front property of livestock this other individual proved forty acres right along the river bank.

I include a hand drawn map taken from a published history of the early canal company families involved. Those of us associated with the Conant Creek Canal Company owe a debt of gratitude to two descendents of two of the builders of the canal company who collected the history and gathered contributions to this rich history. Please note the name of Van Sickle right along Falls River. This is where I am located. John Van Sickle settled the land in 1897. Next note the name of Brigham Murdoch and the small box right next to the river. Brigham Murdoch settled the land in 1902 and first proved forty acres right along the river bank. When the canal was built the ditches in the early system extended from the system down over the hill to the banks of the river.

The Murdoch family only stayed along the river as few years so says the history then moved up on top the hill due to hardship bringing in a harvester. From that time onward the proved forty acres along the river was used as irrigated pasture land for his family and all following owners of the land. John Van Sickle like all early shareholders used water from the river for livestock but the river as not a good candidate for farm land. One group settled along the river and one group up by Conant Creek. Both had a common goal which was to bring water to the land to meet the requirements under the homestead act.

Both groups noted thousands of acres all lie on side hill down from the Creek so both groups banded together to form a company calling themselves Conant Creek Canal Company and proceeded to build a canal. They filed on 30 feet of water began the ditches, ran into trouble with ditch measurements, filed and extension, filed for more water in 1901 but was not until 1903 a small stream of water was poured through to the first terminus with hundreds of ditches yet to be dug. That was to late for the 1896 water which was lost. The canal company had become a legal entity in 1902 and was the company continued to file claims so did others. Dunlap, Mc Bain Perry, for place of us around water sources.

When the canal was built John Van Sickle obtained his water from the canal and used the lower portions of the land for livestock. All with well until 1948-1949. Then the canal company abandoned or destroyed the laterals that serviced the Van Sickle property. The family was forced back to the river which was first use of water. Fremont Madison went to service in 1950 creating an independent diversion point outside the canal system. WD-1 delivered the forty acre feet of storage water land had which only had 29 shares of Conant Creek water stock when the easement was obtained.

Three years after the Van Sickle family returned to the river the canal company obtained an easement from the owners of the land along the river since the canal company had ditches capable of delivering directly into the river. This gave the canal company a right of way. These activity took place on August

26, 1953. It can be said from that point in time to the time of the adjudication process it was my land first to receive the Conant Creek water right directly in Falls River and the last to receive the Conant Creek water right in Falls River.

My parents had purchased the land surrounding the Van Sickle farm and the Van Sickle farm from 1953 through years 1957 to 1959, then later in the early 1960's had purchased the land involved in the easement and land surrounding that land. At the time of the adjudication process while the pasture land did have 35 acre feet attached that storage water was used in the canal system for years so the only reason family land owned involved in the easement was adjudicated was in order to adjudicate what is my land which still received a little of the decreed water, what could be received that is. So the delivery of the small amount of decreed water for my land came from a private ditch.

In all the years I assisted with the farm I never once bothered to go up on top the hill to see what existed up there and how the ditches was connected to the rest of the system. The ditch rider sent all family owned decreed water down to the end of the system, where all the land lie. Two renters rented land in the remaining system each used some of the decreed water with the balance going into a holding pond then from the pond into the ditches involved in the easement that ran over the hill and down to the river. The decreed water that was delivered was not regulated. By this I mean it simply added water to the river and other pumps could not help but use some of the water and for the most part simply kept the water right.

In regard to the water right in Falls River it wasn't that my Mother didn't know about it, it was that she didn't know she was supposed to do anything with it. My Mother joined was invited to join the board of directors when she was seventy eight years old. My Mother was a good farmer but never knew she was supposed to adjudicate the water right in the river.

I will share with the court what I shared with IDWR but will try to condense it to introduce my independent claim. Because a drought was in place the canal company began to ration water so everyone could get some water regardless of shares. That was fair but only harmed the family more. Dan Reynolds who rented my land had first tried a couple of times to turn his pipes and applied what little water than came through the private ditch back onto the family land up on top the hill. Around farming season 1994 he placed a pump at the holding pond and pumping directly onto the family land he rented up in the system. The crops were burning up for lack of water. We were well past being on our last leg.

So what happens is my Mother who by this time is eighty one years old, still trying to salvage the land along with a few supporters pushes a cost share problem the government to install a new pipeline in 1995 but her fellow board members tell her she could not include my land because the canal Company didn't have laterals to deliver to the land. That was correct the canal company did not have laterals to deliver to the land since 1948 or 1949 which is why the Van Sickle family returned to the river in 1950. So on the same month the board votes on the new pipeline my Mother goes to her attorney to amend her will allowing a grand daughter to be trustee of the shares and to distribute the shares from both my parents estates and put the water to beneficial use where needed.

In 1996 a new pipeline is installed and since my land received the water through a private ditch my land is excluded from the new pipe but I never knew that. I believed the system was simply repaired. My Mother passed away in the fall of 1997 after all those years of struggle she had accomplished what 'Dad never dreamed of, which was to solve the problems with the water but now my land was cut off. That was not a great tragedy because I thought there was only around sixty shares. The Van Sickle farm only had 29 shares to begin with and never needed much. Dad only needed shares for the land in Section 26 under water.

Keeping in mind we never knew we were supposed to have adjudicated water right in Falls River. I not knowing IDWR provided assistance had asked the canal company attorney Ray Rigby to check out out water right in the river. He called someone he knew and told there was no record. I later understood from Tony Olenichak who was most gracious to assist with my claim that one of the

purposes for the adjudication process was to record changes in diversion not previously recorded before.

In this situation with water use in the river and the canal company, the go between was Fremont Madison and since the laterals were abandoned or destroyed the Van Sickle family the first to go back to the river and others following he it fifties when all the water got so tight the other two involved obtained permits. My parents were the only one's left with the dual water right and we could barely get out water so the only way IDWR would have records was if my Dad obtained a permit.

Ray Rigby who had been told there was no record gives me a name and number telling me to call which did but told no record existed. However, I say doesn't a water right exist after all these years of water use in the river. Instead of this agent telling me about the various water rights and the laws involved when water use began much less tell me I needed to adjudicate this long term use of water was instead told there was no such thing as grandfathers rights to the river.

I won't burden the court with the confusion I suffered but in this instance a had a good deal of records and other documents which supported the priority dates of the return of the previous family to the river in 1950 the combining putting the meaning of those referenced against what the agent from IDWR said had so distorted the water rights that all I believed was a diversion existed in the river to collect the decreed water. And since I no longer believed a water right existed after interviewing one individual who received his water in Falls River had told me the canal company told him he had to have a direct match with shares concluded must be how it was supposed to be.

My Mother passed way suddenly with my never knowing my land was excluded from the new pipeline. In addition my Mothers attorney never did probate my Mother will, he was gone within a week so family members were represented by attorneys who knew nothing about my parents water rights. I never having bothered to go up in the canal system. Other family members knowing what was up there and knowing the basis of why the board would not let my Mother include our land. My niece who had power of attorney over the water right knew nothing about water rights. The board of directors at Conant Creek likely knew more than anyone. Especially the old timers.

I was claiming lots of shares because I no longer believed two water rights existed. The board feared I would damage the water pressure in the system. Despite the fact I documented with the board the false information given me the board had no way of knowing I no longer believed two water rights existed. They withheld from me and the attorneys the location of the ditch. In fact when the new system went into place every component that allowed delivery to my land was eliminated and even the ditches coming over the side of the hill was hidden by vegetation.

Nevertheless, we had some excellent attorneys involved with two major water rights experts and they went over everything. I think few exist who has had the water rights examined in such detail however because the board feared what I might do they withheld from the attorneys the ditch. I knew all the history I knew there had to be some way to have gotten all that water down to the river especially when my Dad was providing water for others.

The end result was the conclusion was formed by all attorneys that my Dad had simply purchased the land from the previous owner when the previous owner had already obtained another water supply and to a large decree that was correct. There was simply no way any one of these water rights experts could have ever known about the ditches. For example while the description of the diversions are not listed on this enclosed claim how it reads on the other claims is a diversion at SW 1/NE1/4 section eighteen. One share holder who had a legal diversion in Falls River has his diversion at SW1/4 NE1/4. However, in this instance the ditches involved in the easement are located at SW1 and the actual diversion that fed the ditches involved in the easement was evidenced on the maps submitted of the existing works to IDWR. Due to the canal company having put in an entire new system how could any of these attorneys have ever known, it was impossible without the board of directors telling them.

I never knew about the easement. My Mother had only said the canal company had a right of way to deliver the Conant Creek water. I could see it was on family land but when the board denied as existing the only thing I knew about I was lost.

So how it was the claim filed by me came about was this way. The attorneys did an extremely thorough investigation. We had so much involvement from agents from WD-1 who was involved in the process. My attorney had told me he believed my Dad meant he obtained a right to the river in his petition but I being so brain washed say that wasn't what Dad meant. In addition while the attorneys were meeting and discussing. Two water rights experts, and two other attorneys I was not in town in fact I wanted a continuance so I could find the ditch. When I arrive my attorney advises I should file on a 1950 constitutional water right in Falls River but we are so rushed he does not have time to explain the basis of what that was so I get the impression a constitutional water right is divine intervention on the part of the state under the constitution of the state who is carving out another water right because no one is telling me I was given false information. We do in fact consult with Ron Carlson and since I was told there was no such thing as grandfathers rights to the river ask Ron Carlson to put the constitutional water right in writing which he could not do but this due to my having been given false information.

I enclose the stipulation entered with the court. As stated because no one could find any ditches it was as if my land had not been watered from the canal company for close to fifty years. However, because I did not know I was given false information by the agent as soon as I get home I am so anxious I call an agent from IDWR only to learn there is no such thing as I thought a constitutional water right to be. Then on the heels of that conversation I speak with the WD-1 agent who has been assisted me who learned I had settled for no shares seemed angry at me and asked me about other water users in the river. Of course he would not know it was a matter of the water right not being adjudicated.

Therefore I call my niece telling her she had to give me some shares then call the board telling them they better not distribute the shares. It should be understood in this situation the board of directors and I were very familiar with each other. Roger Bratt later told me he was confused and thought I meant delivery from up on top the hill. I don't really care, I do not hold grudges and I know I provoked the board by claiming so many shares but did so in ignorance. I grant them the same right.

It was only about a week later when I have time to read the water rights material I see I was given false information and see there was two water rights after all so I call my attorney telling him that and at first he doesn't believe me. However, the papers were filed all the discovery in and conclusions and findings of fact. So at that point any problems has to be dealt with through the adjudication process.

In regard to the 1901 beneficial use water right however. How that began was when I do understand there was a right I say to my attorney that is not first use of water. He consults with some one, likely Ray Rigby who then says that would be ok to adjudicate. That didn't mean I would get the 1901 priority date. What I am saying it was a thought. I think it has basis because I know the history.

Then I find the ditches I was looking for and see the board lied when said the water came over the hill. I point out to Tony Olenichak the diversion and he says maybe the water right is still covered. I knew it had only been three years and knew before that my Mother and I let other family members beneficially use our water so I request a transfer of water right. I enclose the request. I had explained to Tony my Nieces my shares but he says IDWR does not deal in shares.

How it was I later claimed a portion of the 1901 decree owned by Conant Creek Canal Company was due to the canal company board of directors refusing to transfer the priority date that did deliver to my but had instead offered to pay the cost of filing a claim on my behalf for a 1896 priority date but in exchange they wanted me to share the water with the canal company. An 1896 claim had been filed by the canal company which included my land. I might not have ever bothered to go up in the canal system to see what existed up there but I knew the history of the canal company better than the board did. I had already spoken with my attorney about filing an earlier priority date other than 1950,

anyway yet what the board was offering was to pay the cost of filing a claim for 1896 but wanted me to share the water with them.

John Van Sickle had settled along Falls River in 1897 but claims by others had been filed on my land. If memory serves me it was Perry, had filed on forty acres. The homesteaders who build the canal company had also filed on 30 feet of water up by Conant Creek but in that instance when the builders of the canal measured the ditches they were incorrect so had to file an extension. They filed on 1901 water but it was not until 1903 water was poured through the ditches. That was too late for the 1896 water which was lost. So since the canal company had filed a claim for 1896 in the spring of 1989 they were doing so on the basis the shareholder had beneficially used the water since they but were claiming it for the canal company but with cutting off the my land were saying they would pay the cost of filing a claim on my behalf so since an agent from IDWR told me there was no 1896 water I documented with the board of directors and IDWR I would then file on a portion of the canal companies 1901 decree if they would not transfer the priority date delivered to my land. My reasoning being that this claim was first filed for place of use but given to the canal company in the Rexburg decree. At this time the it had only been three years since the ditches that allowed delivery to my land was cut off so the canal company had a couple more years to transfer but would not. So that left me with a claim against the 1901 decree but since it was only forty acres of the claim filed by Mc Bain on my land and given to the Company in the Rexburg decree my claim was limited to 0.80 cfs anyway. Not much of the canal companies water.

I might also insert here that technically although my Dad had not been able to file an adjudication claim Conant Creek Canal Company had in one sense done that. They had filed a claim in the spring of 1989 before my Mother actually became a board member for a beneficial use 1986 priority date to be shared by all shareholders of record. The only shareholders the canal company to claim beneficial use of the 1896 claims by others in 1896 would be my land and the land of Jay Hill because my parents and he were the only one's watering from the river that I know of. However what the board was doing here as saying they would pay the cost of claim for me then turn around and as me to share the water. In my claim for beneficial use of water dated 1901 I was doing the same but had not intention of sharing the water with the canal company.

So my understanding of what has happened is the agent who reviewed my claim believed my claim was a claim against the entire 1901 decree. In other words this is what the disallowance stated was the claim was not recommended but disallowed because it was recommended as the 1901 decree. It never was, only 0.80 cfs was a claim against the 1901 decree the rest was a beneficial use priority date based on the lands on history or water or a 1901 priority date.

In regard to that date I did not know if it would be recommenced or not. My claim for a 1901 beneficial use priority date was on the basis of that was how long the land was watered. In other words the priority date was 1897 when water was first diverted but I chose 1901. I was not saying my land used water from Falls River since 1901 I was saying the priority date was 1901, the water use started in Falls River in 1901, continued to be watered after the canal was built and when the ditches was abandoned went directly back to the river.

During the dispute so much confusion and chaos resulted that my renter for example had told me and everyone else he was using decreed water from the river up until 1992 and then it was gone. He claimed he reported it to my Mother who went in search of it. He claimed WD-1 had cut off his water. Not once had I recalled my Mother ever saying she missed any currently used decreed water but could not imagine my renter making it up to had documented that with IDWR only to learn that never happened. My renter claimed then an continues to claim Val Richards who worked for WD-1 before his death told him WD-1 handled the decreed water.

Meanwhile, as the years went by the feedback I would get from the canal company was they would take all the water and distribute as shares among the share holders so I couldn't get any water. Of course I knew how many shares the canal company had and knew not all the water owned was delivered. What I did was to keep interviewing the family renters over and over again ask to how much decreed

water was able to get down to the river during those years including up to the time of the adjudication process. I knew the water was so diluted from those new rights given were bad but I never sat there and watched what I could see coming down to the river for long period to have any way or measuring but my renter says the water ran out about noon each day and the other family renter not associated with the canal company says the same thing more or less.

Therefore if that was the case I did think it justified claiming 0.80 cfs if not much of the family water could get to the river. I had in fact had more than one conversation with the my renter who was on the board telling him if IDWR would approve that I would consider dropping the claim against the Conant Creek water right. Just before the confusion started and I was told by the agent from IDWR there was no such thing as grandfather rights to the river I had thought there was about sixty shares that was allocated to the river. My niece that had control of the water however was to put the water to beneficial use where needed and had already told me two weeks before my Mother passed away I could only have my shares if I sold the land so she wasn't going to give me shares away. To say collusion didn't exist between my two nieces and the board would be an understatement.

So what I did was to keep careful watch for the first sign claims would be reviewed. The agent from WD-1 who helped with my independent claim told me about the process saying I might be contacted and a later claim recommended. I knew that, in other words since the date passed for the time my shares would be transferred what IDWR would be deciding on was to recommend the 1950 beneficial use priority date involved in the settlement agreement or the 1901 priority date on that side and judge whether I would have this small amount of the 1901 decree.

In September of 2004 I received a notice of a meeting to be held in at Fremont County court house related to the adjudication process. I contacted IDWR speaking with an agent asking if I needed to be present but shared concern I would be contacted prior to the claim being reviewed. That agent was gracious in contacting the agent in charge of my land and he wrote to me assuring me he would contact me before starting work on my claims. I enclose the letter he sent as evidence. I thought it somewhat ironic this agent would use the term grandfathers rights to describe a beneficial use water right that was what started all the confusion in the first place.

The next thing I do hear from IDWR is that my claim was disallowed. When I did contact the agent he said the basis for disallowing my claim was because my Dad plowed over ditches and was secretary of the canal company. I would take a lie detector test to verify that. I wrote back a letter of explanation telling him what he was exposed to was the board of directors claiming it was my Dad who abandoned the ditches instead of the canal company. During the dispute over shares the board of directors kept talking about ditches that used to exist up on top the hill and kept saying the last time my land received water up on top the hill was 1964. How the board came up with that date was through another board member who was a ditch rider back in 1964 who said there was no ditches up there then so this became the last date of delivery. The fact was as evidenced by the actual records on file at Fremont County regarding the easement obtained by the canal company stated August 26, 1953 eleven years before this last date. My Dad being secretary of the canal company had nothing what so ever to do with anything.

I had sent IDWR a detailed history of my parents water rights clear up to the time of the adjudication process but apparently it was too late the report was filed. I had in the notice of error explained according to the family renters and their account of how much water was able to get down to the river I did not feel the amount justified a claim and say more or less take a pick. Either 1950 or 1901 for the beneficial use side of the claim.

I am going to take a leap of faith here and not object to the disallowance of what would have been 0.80 cfs. In regard to the 1901 beneficial use priority date that seems to have been confused to be a claim against the 1901 decree but never was. That is not to say had my Dad not suffered a stroke and been able to file an adjudication claim that he could have done that, that is a historical use of the 1901 decree but my claim was not a claim against that, it was on the lands own priority date my reasoning being that

was how long the land was under water.

The canal company would be an excellent source to document long term use since they kept filing claims with IDWR on my land. John Van Sickle was on the board of directors at Conant Creek when he passed away in 1944. It was only four or five years later the canal company abandoned or destroyed the laterals ditches. Fremont Madison has in the files copy of a petition from Dad documenting the abandonment or destruction before my Dad ever became part of the equation.

Your honor with all due respect I am to old for all this stress and confusion, but I don't know quite what words to use to object since what was disallowed by IDWR was never claimed save for the 0.80 cfs. I suppose I could request the court to decide on the date as I hoped IDWR would do before they became confused. In fact the old claims filed by the canal company before the adjudication process had always claimed my larger portion of land but that is what I was claiming anyway, that my larger parcel had never had ceased being watered since that time.

What I will do to simplify the process is to claim the 1950 beneficial use priority date. On the grant deed for my land it is stated the land has a 1950 constitutional water right in Falls River. So does my trust documents. One thing is certain the attorneys did a through investigation concerning this 1950 priority date and two leading water rights experts involved. Should the court require going over what had already been determined I would be happy to provide some documentation upon request. The fact is Conant Creek Canal Company sent a representative to court to confirm and not oppose this 1950 constitutional water right. Of course that was the portion taken by the board anyway when they would not allow my Mother include my land due to the canal company not having laterals to deliver. The shares still stayed with the family however, what happened here was that because no one knew about the private ditch, and the lands involved in the easement adjudicated in order to adjudicate my land which did receive the Conant Creek water, it was concluded the land adjudicated in order to adjudicate my land was the land that received the Conant Creek water right, which was not the case but judged as the case, because no one knew my Mother as participating share holder had to adjudicate the land involved in the easement in order to adjudicate my land which did, but due to the water so diluted could not get much.

Upon request I can obtain an affidavit from one of the family renters who can testify to the lack of water that was able to get down to the river.

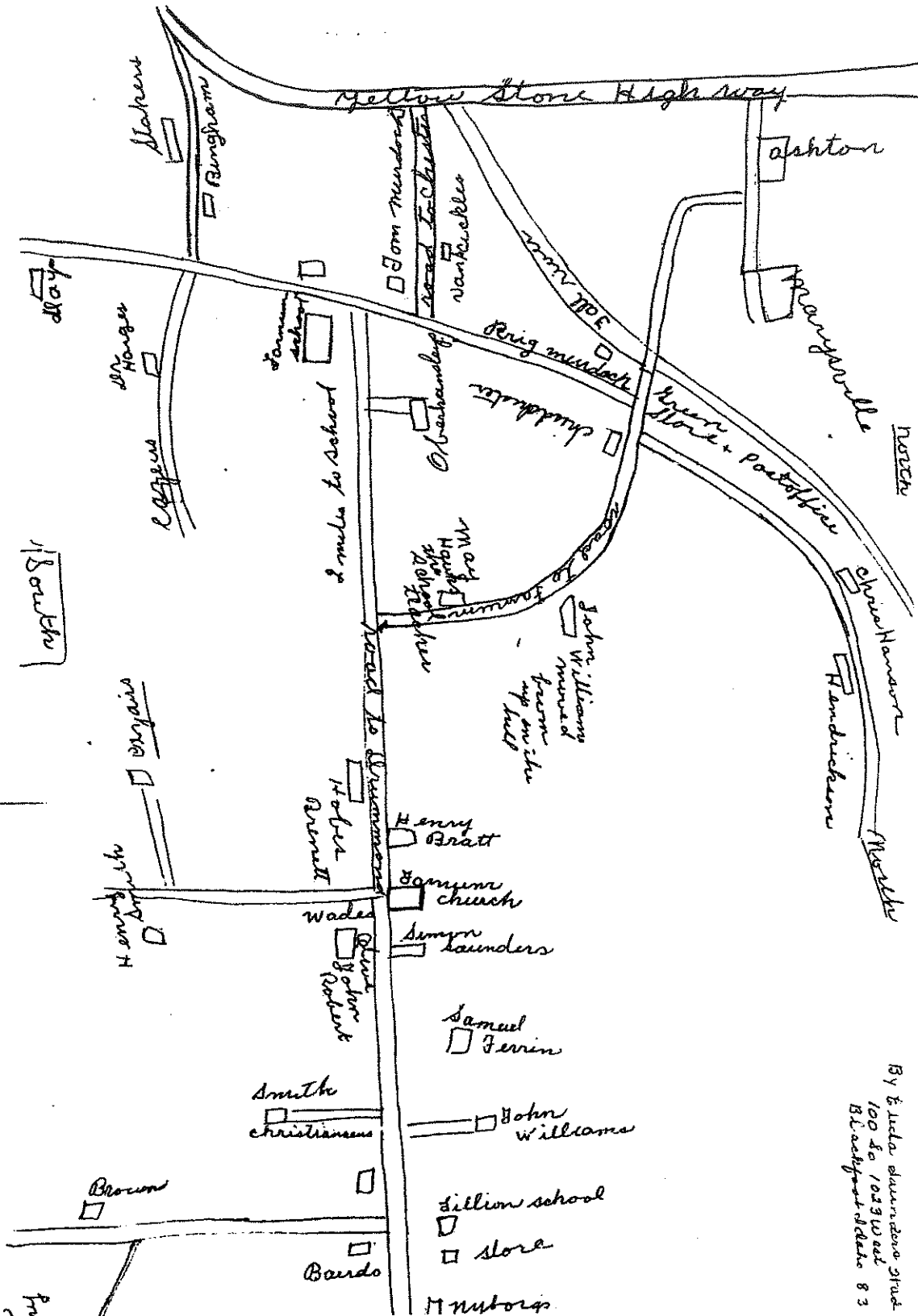
Hopefully this letter of explanation explains the claim and the objection. One thing should be pointed out however. When the attorneys had sought discovery during the dispute and my attorney went to the conservation office to determine the amount of acres for my land the conservation maps were incorrect. In other words the older ones had shown more acres, the next ones less but then later the conservation office had corrected the conservation maps. I wanted to point that out.

As stated the 1950 constitutional priority date in Falls River had already been thoroughly investigated by the water rights experts involved but should the court require more assistance please let me know.

Thank you for your assistance in helping me straighten out this confusion.

Sincerely Yours,





By & Linda Edmundson Stud
100 So 1033 West
Blackfoot Idaho 83

July 27, 1999

Keep OK

Roger Bratt
630 North 6th West
St. Anthony Id. 83445

Re: Request for transfer of water right

Dear Ladies and Gentlemen of CCC board of directors,

I respectfully request you file a transfer of water right with IDWR to move the portion of water right from your headgate as evidenced by claims filed in adjudication for properties located in Sec 23 Twp 8N Rge 42E & Sec 26 Twp 8N Rge 42E. The basis for this request is that the ditch which delivered Conant Creek water to my properties has been sealed off in 1996 and can no longer deliver water to the property which is listed in the claims filed by CCC.

I would like to have the amount claimed for 45 acre's transferred to the Curtis Loosli pump located in Sec 23 Twp8N Rge 42E Tax 4 and the amount claimed for 193 acre's transferred to the pump of Dan Reynolds the address given me is 3550 E. 885 is located near the diversion point located in Sec 18 SW/1 Rge 43E. This diversion point located in Sec 18 Twp8N Rge 43E had delivered to both pumps during the past years and the addition of the Dan Reynolds pump was due to a change in renters for portions of the property.

The CCC diversion point which was the point of diversion and listed on all claims to water right filed by CCC located in in Sec 18 SW1 of Twp 8N Rge 43E. This stated diversion point is actually a ditch, which begins at a point that, stems from what is defined as the CCC system or former system exiting prior to repairs of that system. This ditch went over the hill from the end of the system and down into Falls River. See supporting documents and enclosed aerial map of its origin. My understanding is that only the Henry family or their renters used this point of diversion. This ditch may be defined as a private ditch owned by the Henry family but the Canal Company having right of way. See enclosed historical account.

I have been advised by representatives of the State of Idaho that a transfer of right would be the most appropriate step. It is my understanding CCC will be required to file with IDWR to accomplish this transfer.

pump located in Sec 23 Twp8N Rge 42E. I am not in a position to have this ditch added. My understanding is that since the ditch has only been sealed off since 1996 that this does not constitute a lost of water right. There are no other accesses from Conant Creek Canal system which would provide delivery to my properties.

Please see enclosed documentation and history behind the delivery of water and its rights in regard to CCC.

Please provide response to this request.

Sincerely Yours,

A handwritten signature in cursive script, appearing to read "Joyce King".

CC: Earnest Carlson
CC: Ron Carslon
CC: Tony Olenichak
CC: Gordon Thatcher Esq.

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report

05/23/2006

WATER RIGHT NO. 21-2035

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	CONANT CREEK CANAL CO PO BOX 344 ASHTON, ID 83420 (208)652-3303
Attorney	RIGBY THATCHER ANDRUS RIGBY & MOELLER CHARTERED PO BOX 250 REXBURG, ID 83440 (208)356-3633
Original Owner	R V MC BAIN
Original Owner	M R PERRY
Original Owner	WILLIAM H DUNLAP

Priority Date: 02/15/1909

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
CONANT CREEK	FALL RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	11/01	25 CFS	
Total Diversion			25 CFS	

Location of Point(s) of Diversion:

CONANT CREEK	SESW	Sec. 15	Township 08N	Range 43E	FREMONT County
CONANT CREEK	NESW	Sec. 17	Township 08N	Range 43E	FREMONT County
CONANT CREEK	SWNE	Sec. 18	Township 08N	Range 43E	FREMONT County
CONANT CREEK	SENE	Sec. 28	Township 08N	Range 44E	FREMONT County

Place(s) of use:

Place of Use Legal Description: IRRIGATION FREMONT County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
08N	42E	13		SESE	37									
		23		SENE	11									
				NESE	38		NWSE	37		SWSE	40		SESE	4
		24		NENE	40		NWNE	18		SWNE	40		SENE	4
		25		NENE	40		NWNE	40		SENE	40			
				NENW	40		NWNW	40						
				NESE	40									
		26		NENE	19		NWNE	19						
				NENW	17.5		NWNW	17.5						
	43E	15		SWSW	12		SESW	20						
		17		SWNW	40									
				NWSW	40		SWSW	40						
		18		SWNE	20		SENE	40						
				NESW	20		SWSW	40		SESW	35			
				NESE	40		NWSE	30		SWSE	40		SESE	4
		19		NENE	40		NWNE	40		SWNE	38			
				NENW	40		NWNW	40		SWNW	40		SENE	3
				NESW	38		NWSW	35		SWSW	40		SESW	3
				NWSE	38		SWSE	38		SESE	30.6			
		20		NENE	40		NWNE	40		SWNE	30		SENE	4
				NENW	30		NWNW	40		SWNW	40		SENE	1
				NESW	40		NWSW	40		SESW	40			
				NESE	40		NWSE	40		SWSE	40		SESE	4
		21		NENE	40		NWNE	40		SWNE	40		SENE	4
				NENW	27		NWNW	21		SWNW	40		SENE	2
				NESW	40		NWSW	40		SWSW	40		SESW	4
				NESE	20		NWSE	40		SWSE	40		SESE	2
		22		NWNE	38		SWNE	40		SENE	13			
				NENW	40		NWNW	40		SWNW	40		SENE	3

		NESW	37	NWSW	40	SWSW	40	SESW	3
		NESE	40	NWSE	40	SWSE	38	SESE	1
	23	SWNW	13	SENE	4				
		NESE	20	NWSE	20	SESE	35		
	24	NWNW	5	SWNW	5				
		NWSW	5	SWSW	5				
	25	SWNE	40	SENE	28				
		NENW	25	SWNW	35	SENE	40		
		NWSW	30	SWSW	40				
		NESE	32	NWSE	31	SWSE	35		
	27	NWNE	40	SWNE	40				
		NENW	38	SENE	37				
		NWSE	20						
	29	NWNE	40	SWNE	40				
		NENW	40	NWNW	40	SWNW	40	SENE	4
		NESW	20						
	30	NENE	40	SENE	40				
		NESW	40	NWSW	40	SWSW	40	SESW	4
		NESE	40	NWSE	40	SESE	40		

Total Acres: 4515.6

Conditions of Approval:

1.	THIS RIGHT WAS INVOLVED IN A TRANSFER, AS REFERENCED ABOVE. THE LANDS TO BE IRRIGATED ARE OWNED BY APPLICANT'S STOCKHOLDERS.
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Dates:

Licensed Date: 04/02/1985

Claim Received Date:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 01

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

OFFICE, SAME HAVING BEEN FILED 4-12-99
ATTEST April 12 1999
MICKIE FUNKE CLERK OF THE DISTRICT COURT OF
THE SEVENTH JUDICIAL DISTRICT IN AND FOR
FREMONT COUNTY, IDAHO
BY Delbert Mace DEPUTY

APR 12 1999

MICKIE FUNKE, CLERK

By: _____
Deputy Clerk

Gordon S. Thatcher
of RIGBY, THATCHER, ANDRUS,
RIGBY, KAM & MOELLER, *Chartered*
Attorneys at Law
25 North Second East
P.O. Box 250
Rexburg, Idaho 83440
Phone: 208 356-3633
FAX: 208 356-0768
Attorneys for Petitioners Joyce King
and K.C. Henry

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR FREMONT COUNTY

IN THE MATTER OF THE ESTATE OF

DELILA C. HENRY,

Deceased.

JOYCE KING and K. C. HENRY,

Petitioners

vs.

TERRI HARRIGFELD,

Respondent

) Case No. SP-97-176

)

)

) **STIPULATION**

) **AND**

) **ORDER AND DECREE**

) **AS TO WATER RIGHTS**

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AND

Stipulation and Order and Decree as to Water Rights – Page 1 of 7

S:\WP6\GST\HenryD.SWR

Respondent.

Case No. SP-98-48

Stipulation

IT IS STIPULATED By and among Petitioners Joyce King and K. C. Henry, Joyce King, as Trustee of the K. C. Henry Trust, and their attorney, Gordon S. Thatcher, and Respondent Terri Harrigfeld, Terri Harrigfeld as Trustee of the Mary Markland Trust, Terri Harrigfeld as Personal Representative of the Estate of Della C. Henry, deceased, Tawnie Weaver (daughter of Mary Markland), Tom R. Markland (surviving husband of Mary Markland), and their attorneys, John Michael Ohman and Kent W. Foster, as follows:

1. All interested parties resolve by this stipulation how the water rights in the Delila C. Henry Estate and the water rights in the Kenneth R. Henry Estate, shall be divided and distributed among the devisees of real estate in those estates.

2. Because K. C. Henry is now over twenty-five (25) years of age, the real estate, with water rights, to which he is entitled as devisee, should be distributed to K. C. Henry, individually, rather than to Joyce King, as Trustee of the K. C. Henry Trust. K. C. Henry shall endorse and surrender to Conant Creek Canal Company ("CCCC") the certificate for thirty (30) shares of CCCC previously issued to him so he would be eligible to participate in CCCC meetings and serve as a Director of CCCC, if elected.

3. There has been no contest and no dispute as to water rights to be distributed to Terri

Stipulation and Order and Decree as to Water Rights – Page 2 of 7
SAWPdGStUHenryD.SWR

8:1WPAGSTU Henry D. SWR

3. There has been no contest and no dispute as to water rights to be distributed to Terri Harrigfeld, individually, in connection with real estate it has been previously stipulated has been devised to her. Terri Harrigfeld shall endorse and surrender to Conant Creek Canal Company ("CCCC") the certificate for thirty (30) shares of CCCC previously issued to her so she would be eligible to participate in CCCC meetings and serve as a director if elected. There shall be distribute to Terri Harrigfeld the following water rights:

A. Sixty (60) acre feet of storage water under #895 and Ten and One-half (10.5) acre feet of storage water under #1064, in Fremont-Madison Irrigation District.

B. No shares in Conant Creek Canal Co.

4. There has been no contest and no dispute as to the right of Tracy D. Brown to receive the water rights as to the following described land devised to her in the Kenneth R. Henry Estate and the Delila C. Henry Estate:

W $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 8, Twp. 7 N., Rge 41 E., Boise Mer., Fremont County, Idaho.

The water rights appurtenant to that land, to be distributed to her pursuant to the devises, are:

A. Eighty (80) acre feet of storage water in Fremont-Madison Irrigation District, under #434.

B. Seven (7) shares of Fall River Irrigation Co.

5. The disputes and controversy relate to allocation of water rights to the K. C. Henry land, the Markland Trust land, and the Joyce King land.

6. Upon thorough investigation it has been determined, as to the disputed water rights, that Fremont-Madison Irrigation District storage water shall be allocated to the lands to which it has been presently allocated by the District. However, it is confirmed that as to K. C. Henry, his storage water should be allocated to all of the 104.7 irrigated acres, more or less, on the property devised to him as hereafter described; as to the Mary Markland Trust, its storage water should be allocated to all of the 263 irrigated acres, more or less, on the property devised to it as hereafter described; as to Joyce King, her storage water should be allocated to all of the 196.5 irrigated acres, more or less, on the property devised to her as hereafter described.

should not claim shares in Conant Creek Canal Co., but rather should confirm and establish of public record a constitutional water right to the waters of Falls River, based upon diversion, application and beneficial use since the year 1950 on the land devised to her. All other parties confirm their good faith belief in the existence of that constitutional water right and covenant that they will affirm rather than oppose or object to that water right held by Joyce King.

8. Based upon the thorough investigation in the case, the Markland Trust and K. C. Henry agree that the shares in Conant Creek Canal Co. shall be divided between them based on the number of irrigated acres each has irrigated from the Conant Creek Canal Co. system, namely 104.7 acres for K. C. Henry and 263 acres for Markland Trust. (115 shares to K.C. Henry and 288 shares to Markland Trust). Also, Markland Trust shall have 200 acre-feet of Fremont-Madison Storage water rights. Tom Markland owns an undivided one-half interest in the 288 shares of Conant Creek Canal Company Stock and the 200 acre-feet of Fremont-Madison storage water rights of Markland Trust.

9. K. C. Henry shall receive the water rights as to the following described land devised to him in the Kenneth R. Henry Estate and the Delila C. Henry Estate:

(Former Bratt Place)

NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 19, Twp. 8 North, Rge. 43 East, Boise Mer.

Saving and excepting therefrom highway right-of-way of record.

(Former Hendrickson Place)

W $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 20, Twp. 8 North, Rge. 43 East, Boise Mer.

The water rights appurtenant to that land, to be distributed to him pursuant to the devises, are:

A. Seventy-Nine (79) acre feet of storage water in Fremont-Madison Irrigation District, under #838.

B. One-Hundred and Fifteen (115) shares of Conant Creek Canal Co.

10. Joyce King shall receive the water rights as to the following described land devised to her in the Kenneth R. Henry Estate and the Delila C. Henry Estate:

(Former Van Sickle Property and Former Kerr Property)

Lots 7, 8 and 9 and SE $\frac{1}{4}$, of Sec. 23, Twp. 8 North, Rge. 42 East, Boise Mer., saving and excepting therefrom the following two parcels:

[1] The East 24.75 feet of Lot 9 and the East 24.75 feet of the SE¼.

[2] Beginning at the Northwest corner of Lot 8, and running thence South along the North-South Center line of Sec. 23, to the Northerly boundary of the existing County Road right-of-way; thence Southeasterly along said Northerly boundary of the County Road right-of-way to a point that is 550 feet due East of said North-South Center line of Sec. 23; thence North to the Northerly line of Lot 8; thence along the Northerly line of Lot 8, to the point of beginning. Containing 7 acres, more or less.

NE¼NE¼, the South 780 feet of the East 320 feet of the NW¼NE¼, and the following described part of N½NW¼ and N½NW¼NE¼, of Sec. 26, Twp. 8 North, Rge. 42 East, Boise Mer., described as follows:

Beginning at the Northwest corner of Sec. 26, and running thence South 575 feet, more or less, to the rim of a gully; thence Northeasterly along the rim of the gully to a point 125 feet South of the Northeast corner of the NW¼NE¼; thence North 125 feet to the North section line; thence West 4000 feet to the point of beginning.

The water rights appurtenant to that land, to be distributed to her pursuant to the devises, are:

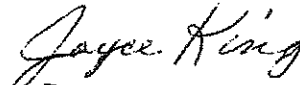
- A. 189 acre feet of Fremont-Madison Irrigation District storage water under #790.
- B. No shares of the capital stock of Conant Creek Canal Company.
- C. All (100%) of the constitutional water right to the waters of Falls River, dating from the year 1950, based upon pumping water from Falls River to irrigate the 196.5 acres, more or less, of irrigated land on the above described property.

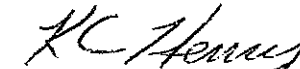
11. Terri Harrigfeld, as Personal Representative, shall forthwith execute and deliver Grant Deeds to K. C. Henry and to Joyce King for the real estate and water rights they are entitled to in the Estate, and in furtherance of this Stipulation. Terri Harrigfeld, as Resigning Trustee of the K. C. Henry Trust, shall forthwith execute and delivery to Joyce King, as Successor Trustee of the K. C. Henry Trust, a Grant Deed confirming her interest as Successor Trustee to the real estate and water rights in the Trust. Joyce King, as Successor Trustee, shall in due course, execute and deliver to K. C. Henry the interest of the Trust in real estate and water rights in the Trust.

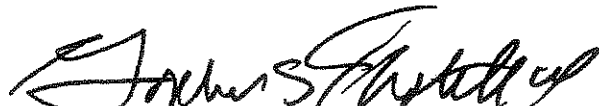
12. Each party shall pay his, its and her own attorney fees and costs for determining the proper allocation of water rights and no party shall make claim against another party for such fees and costs.

IN WITNESS WHEREOF The parties have executed this Stipulation.

"PETITIONERS"

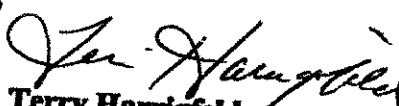

Joyce King, Petitioner


K. C. Henry, Petitioner


Gordon S. Thatcher
of RIGBY, THATCHER, ANDRUS,
RIGBY, KAM & MOELLER, Chartered
Attorneys for Petitioners

"RESPONDENTS"


Terry Harrigfeld, Individually


Terry Harrigfeld
As Personal Representative
of the Estate of
Delila C. Henry, deceased


Terry Harrigfeld
As Trustee of the
Mary Markland Trust

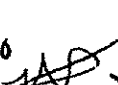

Tawnie Weaver


Tom R. Markland


John M. Ohman
of COX, OHMAN & BRANDSETTER, Chartered
Attorneys for Respondents


Kent W. Foster
of HOLDEN, KIDWELL,
HAHN & CRAPO, P.L.L.C.
Attorneys for Respondents

Stipulation and Order and Decree as to Water Rights - Page 6 of 7
SAWPGST/HenryD.SWR

GT JK  JMO  

Order and Decree

Based upon the foregoing stipulation, the evidence and showing made at the duly scheduled Trial this day, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The foregoing Stipulation is approved.
2. Terri Harrigfeld shall receive 70.5 acre feet of storage water in Fremont-Madison Irrigation District, under #895 and #1064, to irrigate lands described in those assessments, and she shall receive no shares in Conant Creek Canal Co.
3. Tracy D. Brown shall receive 80 acre feet of storage water in Fremont-Madison Irrigation District, under #434, and seven (7) shares in Fall River Irrigation Co., to irrigate lands owned by her, described in the Stipulation.
4. K. C. Henry shall receive 79 acres feet of storage water in Fremont-Madison Irrigation District, under #838, and 115 shares of Conant Creek Canal Co., to irrigate lands described in the Stipulation.
5. Joyce King shall receive 189 acre feet of storage water in Fremont-Madison Irrigation District, under #790, no shares of Conant Creek Canal Co., and all constitutional water rights to the waters of Falls River, dating from the year 1950, based upon pumping water from Falls River, to irrigate the 196.5 acres, more or less, of irrigated land owned by her as described in the Stipulation.
6. Each party shall pay his, its and her own attorney fees and costs relating to the allocation of water rights.

ORDERED This 12th day of April, 1999.



Keith M. Walker, Magistrate Judge



DEPARTMENT OF WATER RESOURCES

900 N. SKYLINE DR., SUITE A, IDAHO FALLS, ID 83402-1718

PHONE: (208) 525-7161 FAX: (208) 525-7177 WEB SITE: www.idwr.state.id.us

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

October 26, 2004

Joyce King
2382 Broderick Dr.
West Jordan, UT 84084

Dear Joyce,

My name is Ryan Mikesell and I am the Water Resource Agent assigned to Basin 21. I am writing to confirm to you that what Allen told you is correct. Unfortunately I have not been able to start work in Basin 21 due to ongoing litigation occurring in other basins. Essentially I am trying to do one thing at a time and finish what I start before I become too overwhelmed. Please be assured that I am working as quickly as possible but please be aware that it could still be some time before I start work on your adjudication claims. When I begin work on your claims please be assured that I will contact you.

At this time, I would suggest you review your adjudication claim (I found claim #21-12534) and become familiar with it's different aspects. You may also want to begin gathering evidence to back your claim's priority date because your claim is based on beneficial use (a grandfathered right). Enclosed is a brochure of what is considered evidence of beneficial use. If you will do this things will be much smoother and quicker when I am able to contact you.

Again, thank you for your patience.

Sincerely,

J. Ryan Mikesell
Sr. Water Resource Agent

RE-13 COUNTER OFFER, JULY, 2005 EDITION Page 1 of 1



RE- 13 COUNTER OFFER

1

(1, 2, 3, etc.)



THIS COUNTER OFFER SUPERCEDES ALL PRIOR COUNTER OFFERS

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 This is a COUNTER OFFER to the Purchase and Sale Agreement Dated: July 2, 2005
 2 ADDRESS: Gov. Lot #7 in SE1/4, Sec. 23, T8 N, R42E11N Fremont County ID ID# 5002
 3 BUYER: Drake Munson
 4 SELLER: Joyce King Trustee for Joyce King Revocable Trust.

5 The parties accept all of the terms and conditions in the above-designated Purchase and Sale Agreement with the following changes:
 6 ☒ This is a SELLER counter offer. The SELLER reserves the right to withdraw this offer or accept any other offers prior to the receipt of a
 7 true copy of signed acceptance of this Counter Offer within the time frame specified herein.
 8 ☐ This is a BUYER counter offer. The undersigned BUYER reserves the right to withdraw this offer at any time prior to the receipt of a true
 9 copy of signed acceptance of this Counter Offer within the time frame specified herein.

10 1. Purchase price to be \$~~250,000~~
 11 2. The buyer will have five business days from acceptance to apply for a loan and 15
 12 business days to provide the seller with a letter of lender approval.
 13 3. The seller does not guarantee any water rights to be associated with subject
 14 property. Property is being sold as a residential building site.
 15 4. Seller shall have the right to use professional surveyor of seller's choice,
 16 Seller will order survey within 3 business days of acceptance but cannot guarantee the
 17 time frame of surveyor. The seller shall request the survey to be completed within 15
 18 days of acceptance.
 19 5. The Farm Agreement currently in place will terminate with the harvest of the
 20 current planted crop. Seller is in no way obligated to continue to farm the subject
 21 property.
 22 6. Close date shall be on or before Aug. 26, 2005
 23 7. Seller shall have the right to market property and take back up offers. The buyers
 24 will not be subjected to any escalation clause.
 25
 26

27 To the extent the terms of this Counter Offer modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
 28 Addendums, the terms in this Counter Offer shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums
 29 not modified by this Counter Offer shall remain the same. Buyer and Seller acknowledge the down payment and/or loan amount on
 30 Page 1 of Purchase & Sale Agreement may change if purchase price is changed as part of this Counter Offer. Upon its execution by
 31 both parties, this agreement is made an integral part of the aforementioned Agreement.
 32

33 If a signed acceptance is not delivered on or before (date): July 8, 2005 at 4:00 | A.M. ☒ P.M. this Counter
 34 Offer shall be deemed to have expired.
 35

36 DELIVERY: Delivery shall be to the agent/broker working with the maker of the Counter Offer in person, by mail, facsimile or electronic
 37 transmission of any signed original document, and retransmission of any signed original document. Retransmission of any signed facsimile
 38 or electronic transmission shall be deemed to be the same as delivery of an original.
 39

40 SELLER	Date	Time	A.M. P.M.
41 SELLER	Date	Time	A.M. P.M.
42 BUYER	Date	Time	A.M. P.M.
43 BUYER	Date	Time	A.M. P.M.

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 Provided by: Patty Lyons

S/N: PCF5-06445

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32. 2017年7月 6日 星期六

SILVER

Date 7/4/05 Time 11:30 AM CPM

Address 4201 S. Achillea Dr. #

5. Mail Address: Dr. K. M. U. S. O. A.

Official Signature

Date _____ Time _____ **CAMP**

Full Address

~~SUBJECT~~ ~~(Type Name)~~ WAKE MURKINSON

Phone # 801-701-6255 Fax # 208-209-2117

City Salt Lake Date 1-17-20 No 84124

Page 84-880-1064

2015 Week 10 (October 19-25)

Phone # _____ Cell # _____

City _____ State _____ Zip _____

附錄

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

On this date, We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

~~DISCONTINUING, SUBJECT TO ATTACHED COUNTER OFFER~~

☐ SIGNATURE(S) SUBJECT TO ATTACHED APPENDUM(S) _____

NAME OF THE PERSON Jackie King

Time 7/6/05 Temp 34.8 ☐ AM ☒ PM

Address 2382 W. Broderick Dr

West Jordan UT 84084

NAME (Print Name) JOYCE KING

Phone # 801-969-0554 Cell #

coldest day in Utah to 8405

801-269-0554

WILLIAM STORVICK

Date _____ Time _____ ☐ A.M. ☐ P.M.

AC 100-10

B-Mail Address: _____

ALLER (Print Master)

Phone # _____ Cell # _____

City _____ State _____ Zip _____

Faint

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WELSH TRUST LAND PURCHASE AND SALE AGREEMENT PAGE # 4 JULY 2015 SEDONA

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