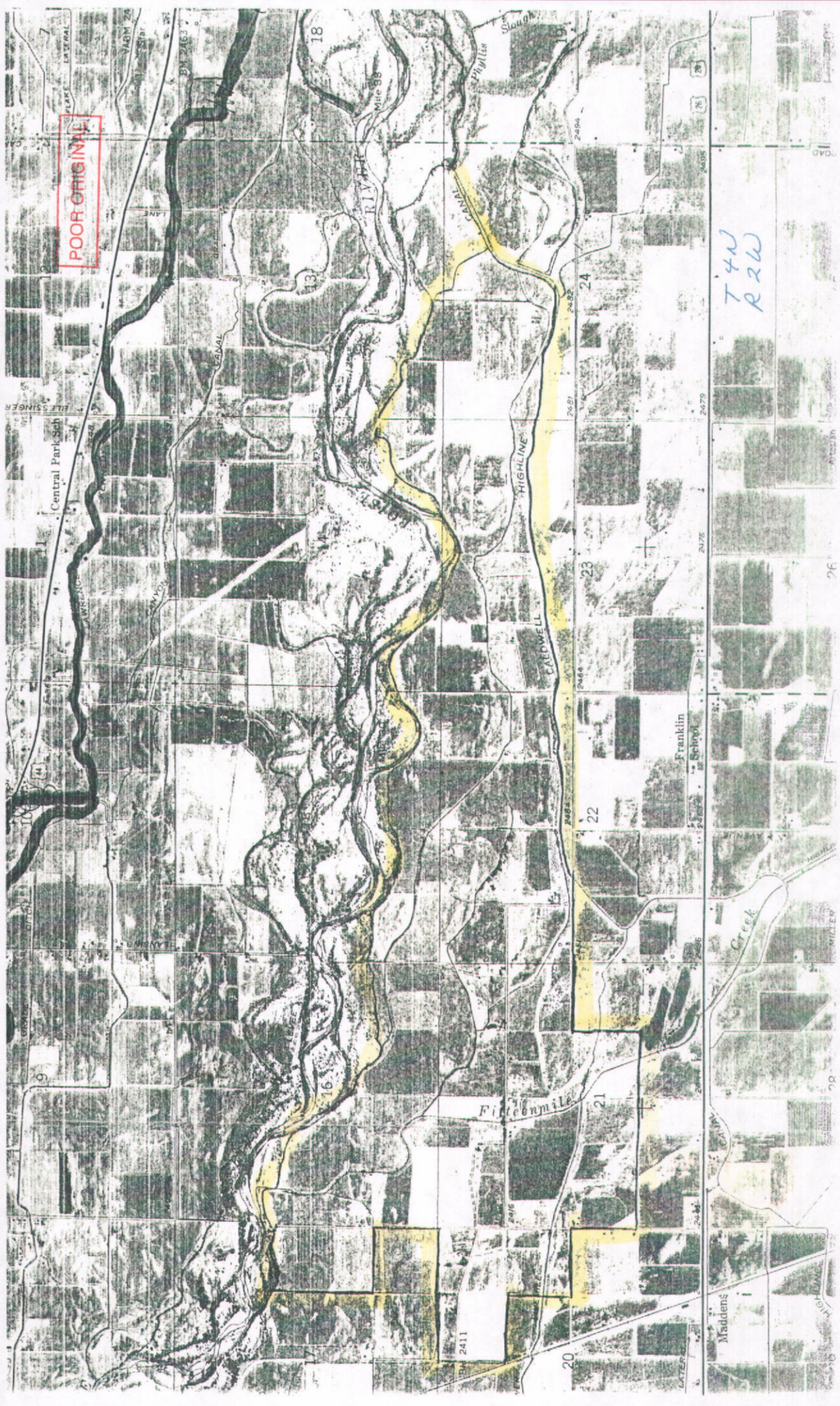




POOR ORIGINAL

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R2W

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Franklin School

Maddens

Five Mile Creek

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MICROFILMED
HIGHLIGHT
JUL 22 1994



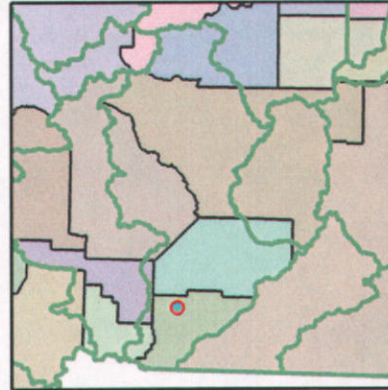
Idaho Department of Water Resources

Adjudication Claim Number: **63-167 B**

**T4N, R 2W
T4N, R3W**

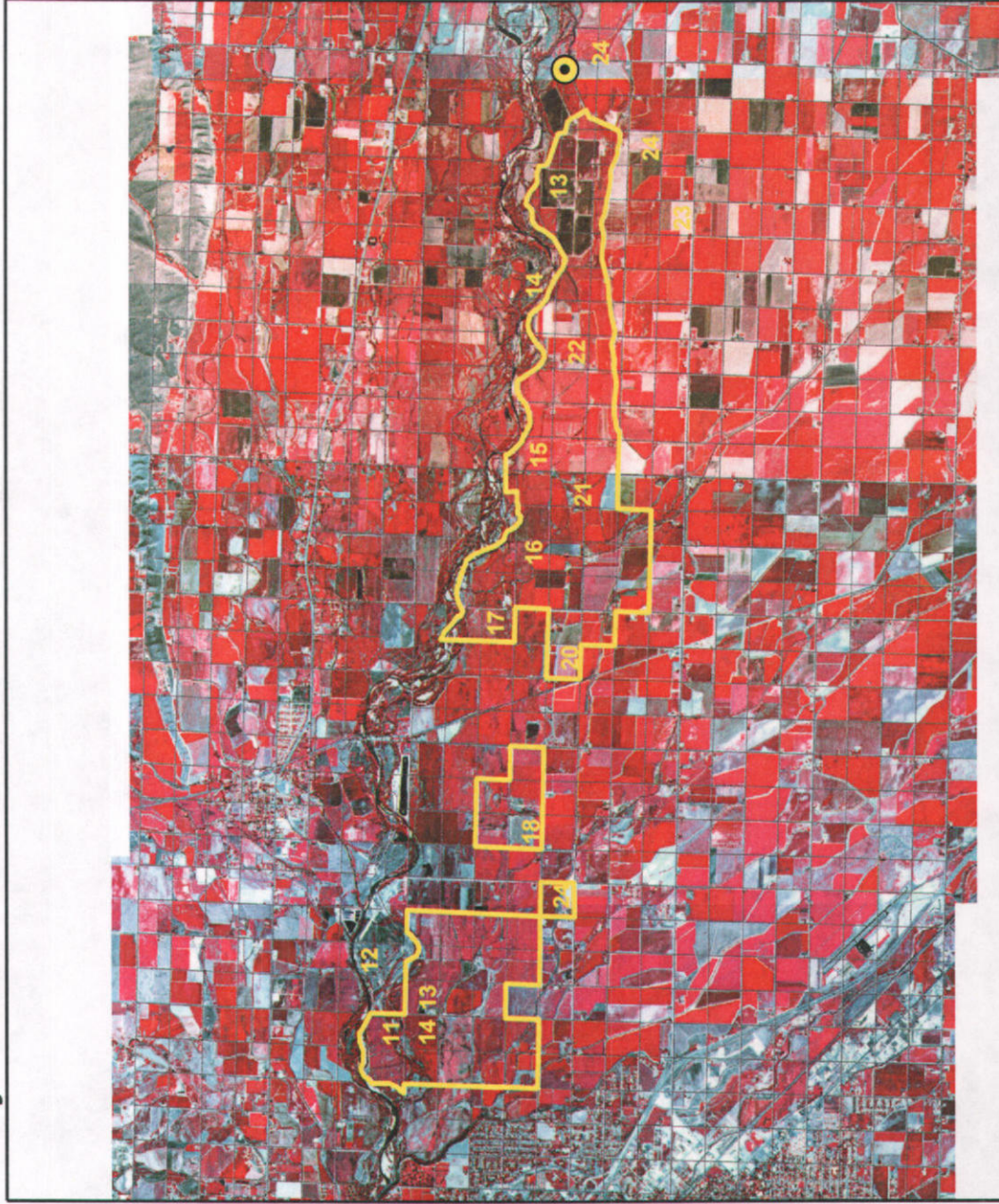
Legend

- POD Recommended
- Franklin ditch.shp
- GCDB04N03W GCDB
- GCDB04N02W GCDB
- GCDB04N01W GCDB



Ada County
IDWR Basin 63

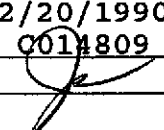
Prepared by A. Warntjes
On Tuesday, January 31, 2006
1987/88 Aerial Photography



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: A63-00167B
Date Received: 2/20/1990
Receipt No: 0014809
Received By: 

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: FRANKLIN DITCH CO. 208-466-1983
Address: C/O FLOYD ROSDAHL
RT. 3
CALDWELL ID 83605

2. Date of Priority: OCT 29, 1880

3. Source: BOISE RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	02W	24	NE	NE	NE		ADA

5. Description of diverting works:
DIVERSION DAM W/HEADGATE, DITCH, MAINTAINED BY PIONEER IRR. DIST.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	27.600		

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

8. Total consumptive use is 8813.0 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCK WATER FROM DITCHES DURING THE IRRIGATION SEASON

MICROFILMED

JUL 22 1994

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	02W	13	SW	SW		IRR	40.0
			SE	SW		IRR	25.0

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	65.0
		14	SW	SW	IRR	25.0
			SW	SE	IRR	20.0
			SE	SE	IRR	40.0
					Section Acres	85.0
		15	SW	SW	IRR	40.0
			SE	SW	IRR	40.0
			SW	SE	IRR	40.0
			SE	SE	IRR	20.0
					Section Acres	140.0
		16	SW	NW	IRR	30.0
			SE	NW	IRR	10.0
			NE	SW	IRR	40.0
			NW	SW	IRR	40.0
			SW	SW	IRR	40.0
			SE	SW	IRR	40.0
			NE	SE	IRR	20.0
			NW	SE	IRR	20.0
			SW	SE	IRR	40.0
			SE	SE	IRR	40.0
					Section Acres	320.0
		17	SE	NE	IRR	40.0
			NE	SE	IRR	40.0
					Section Acres	80.0
		18	NE	SW	IRR	40.0
			SE	SW	IRR	40.0
			NW	SE	IRR	40.0
			SW	SE	IRR	40.0
			SE	SE	IRR	40.0
					Section Acres	200.0
		20	NE	NE	IRR	40.0
			NW	NE	IRR	40.0
			SE	NE	IRR	40.0

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JUL 22 1994

10. Place of Use: Continued

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
Section Acres							120.0
		21	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	25.0
			SE	NE		IRR	30.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	40.0
			SE	NW		IRR	40.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			NW	SE		IRR	40.0
Section Acres							415.0
		22	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	35.0
			SE	NE		IRR	35.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	35.0
			SE	NW		IRR	40.0
Section Acres							305.0
		23	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SW	NE		IRR	20.0
			SE	NE		IRR	20.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	30.0
			SE	NW		IRR	20.0
Section Acres							250.0
		24	NW	NE		IRR	20.0
			SW	NE		IRR	20.0
			NE	NW		IRR	40.0
			NW	NW		IRR	40.0
			SW	NW		IRR	20.0
			SE	NW		IRR	20.0

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JUL 22 1994

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	160.0
	03W	11	SW	SE	IRR	18.0
			SE	SE	IRR	18.0
					Section Acres	36.0
		13	NW	NE	IRR	14.0
			SW	NE	IRR	14.0
			NE	NW	IRR	14.0
			NW	NW	IRR	14.0
			SW	NW	IRR	14.0
			SE	NW	IRR	14.0
			NE	SW	IRR	14.0
			NW	SW	IRR	14.0
			SE	SW	IRR	14.0
			NW	SE	IRR	14.0
			SW	SE	IRR	14.0
					Section Acres	154.0
		14	NE	NE	IRR	18.0
			NW	NE	IRR	18.0
			SW	NE	IRR	18.0
			SE	NE	IRR	18.0
			NE	SE	IRR	18.0
			NW	SE	IRR	18.0
			SW	SE	IRR	40.0
			SE	SE	IRR	40.0
					Section Acres	188.0
		24	NE	NE	IRR	20.0
					Section Acres	20.0
					Total Acres	2538.0

11. Place of use in counties: CANYON

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:

63-00166, 63-05239

MICROFILMED

201.2.2.1994

14. Remarks:

ALL LANDS ARE WITHIN THE SERVICE AREA OF THE FRANKLIN DITCH CO.
NOTE: THIS RIGHT HAS ALSO BEEN CLAIMED BY PIONEER IRRIGATION DISTRICT WHO SUBMITTED AN AGREEMENT THAT SHOWS THEY RECEIVED FRANKLIN DITCH COMPANY'S WATER RIGHTS IN AN AGREEMENT UPON WHICH THEY DELIVER SAID WATER TO FRANKLIN DITCH COMPANY THROUGH THEIR DITCH. THE AGREEMENT WAS BETWEEN FRANKLIN DITCH CO AND THE IDAHO & OREGON IMPLEMENT CO. WHO IS THE PREDECESSOR TO PIONEER IRRIG. DIST. THE AGREEMENT WAS DONE WHEN FRANKLIN DITCH COMPANY'S DITCH & RIGHTS WERE GIVEN IN EXCHANGE FOR DELIVERY THROUGH THE DITCH WHICH WAS ENLARGED AT THAT TIME FOR OTHER DELIVERIES. SEE COPY OF AGREEMENT IN A63-00167A. JS
NUMBER CHANGE OCCURRED AFTER DOUBLE FILING WAS DISCOVERED.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

FARMERS CO-OP DITCH CO.

Decree Plaintiff

RIVERSIDE IRR. DIST.

vs Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____

Date: _____

MICROFILMED

JUL 22 1994

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED

JUL 22 1994

ADJUDICATION MEMORANDUM

CLAIM NO.: A63-00167

SUBJECT: NUMBER CHANGE

EMPLOYEE: Jan Thurt

DATE: 6-17-94

This claim number has been changed due to duplicate (2) claims having been filed on the same right. To properly designate both claims I have given this claim a "B" suffix & the Pioneer Ship. Dist. claim on this same right has an "A" suffix.

MICROFILMED

JUL 22 1994

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

#CHANGE TO: A63-00167B
Ident. Number: A63-00167
Date Received: 2-20-90
Receipt No: C014809
Received By: CA

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: FRANKLIN DITCH CO. 208-466-1983
Address: C/O FLOYD ROSDAHL
RT. 3
CALDWELL, ID 83605
2. Date of Priority: OCT 29, 1880
3. Source: BOISE RIVER Trib. to: SNAKE RIVER
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	02W	24	NE	NE	NE		ADA
5. Description of diverting works:
DIVERSION DAM W/HEADGATE, DITCH, MAINTAINED BY PIONEER IRR. DIST.
6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	27.600		
7. Total Quantity Appropriated is:
27.600 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 8813.0 Acre Feet Per Annum.
9. Non-irrigation uses:
STOCK WATER FROM DITCHES DURING THE IRRIGATION SEASON
10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	02W	13	SW	SW		IRR	40.0
			SE	SW		IRR	25.0
Section Acres							65.0

A63-00167

Page 1

Date: 02/20/90

MICROFILMED

JUL 22 1994

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	02W	14	SW	SW		IRR	25.0
			SW	SE		IRR	20.0
			SE	SE		IRR	40.0
			Section Acres				85.0
		15	SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	20.0
			Section Acres				140.0
		16	SW	NW		IRR	30.0
			SE	NW		IRR	10.0
			NE	SW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NE	SE		IRR	20.0
			NW	SE		IRR	20.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
			Section Acres				320.0
		17	SE	NE		IRR	40.0
			NE	SE		IRR	40.0
			Section Acres				80.0
		18	NE	SW		IRR	40.0
			SE	SW		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
			Section Acres				200.0
		20	NE	NE		IRR	40.0
			NW	NE		IRR	40.0
			SE	NE		IRR	40.0
			Section Acres				120.0

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
04N	02W	21	NE		NE		IRR	40.0
			NW		NE		IRR	40.0
			SW		NE		IRR	25.0
			SE		NE		IRR	30.0
			NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	40.0
			SE		NW		IRR	40.0
			NE		SW		IRR	40.0
			NW		SW		IRR	40.0
			NW		SE		IRR	40.0
							Section Acres	415.0
		22	NE		NE		IRR	40.0
			NW		NE		IRR	40.0
			SW		NE		IRR	35.0
			SE		NE		IRR	35.0
			NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	35.0
			SE		NW		IRR	40.0
							Section Acres	305.0
		23	NE		NE		IRR	40.0
			NW		NE		IRR	40.0
			SW		NE		IRR	20.0
			SE		NE		IRR	20.0
			NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	30.0
			SE		NW		IRR	20.0
							Section Acres	250.0
		24	NW		NE		IRR	20.0
			SW		NE		IRR	20.0
			NE		NW		IRR	40.0
			NW		NW		IRR	40.0
			SW		NW		IRR	20.0
			SE		NW		IRR	20.0
							Section Acres	160.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	03W	11	SW	SE		IRR	18.0
			SE	SE		IRR	18.0
					Section Acres		36.0
		13	NW	NE		IRR	14.0
			SW	NE		IRR	14.0
			NE	NW		IRR	14.0
			NW	NW		IRR	14.0
			SW	NW		IRR	14.0
			SE	NW		IRR	14.0
			NE	SW		IRR	14.0
			NW	SW		IRR	14.0
			SE	SW		IRR	14.0
			NW	SE		IRR	14.0
			SW	SE		IRR	14.0
					Section Acres		154.0
		14	NE	NE		IRR	18.0
			NW	NE		IRR	18.0
			SW	NE		IRR	18.0
			SE	NE		IRR	18.0
			NE	SE		IRR	18.0
			NW	SE		IRR	18.0
			SW	SE		IRR	40.0
			SE	SE		IRR	40.0
					Section Acres		188.0
		24	NE	NE		IRR	20.0
					Section Acres		20.0
					Total Acres		2538.0

11. Place of use in counties: CANYON

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:
63-00166, 63-05239

14. Remarks:

ALL LANDS ARE WITHIN THE SERVICE AREA OF THE FRANKLIN DITCH CO.

A63-00167

Page 4

Date: 02/20/90

MICROFILMED

JUL 22 1994

14. Remarks: Continued

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

FARMERS CO-OP DITCH CO.

Decree Plaintiff

vs

RIVERSIDE IRR. DIST.

Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do do not ✓ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: - 4 -

For Organizations:

I do solemnly swear or affirm that I am Secretary of

Franklin Ditch Co., that I have signed the foregoing
Organization

document in the space below as Secretary of

Franklin Ditch and that the statements contained in the
Organization

foregoing document are true and correct.

Floyd J. Rosdahl
Signature of Authorized Agent

Sec. of Franklin Ditch
Title and Organization

20 Feb 1990
Date

State of Idaho)
County of Ada) SS.

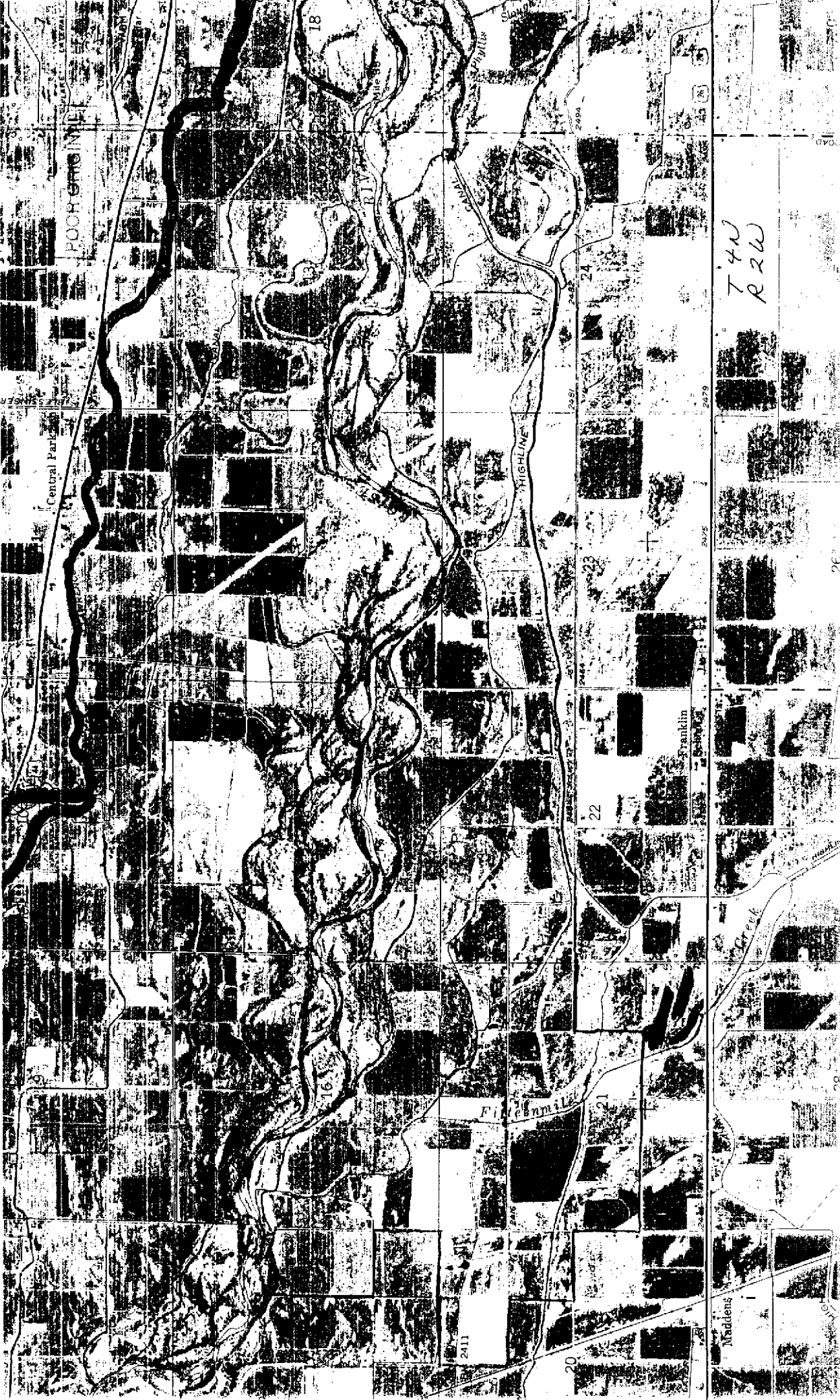
Subscribed and sworn (or affirmed) before me this 20th day

of February 19 90

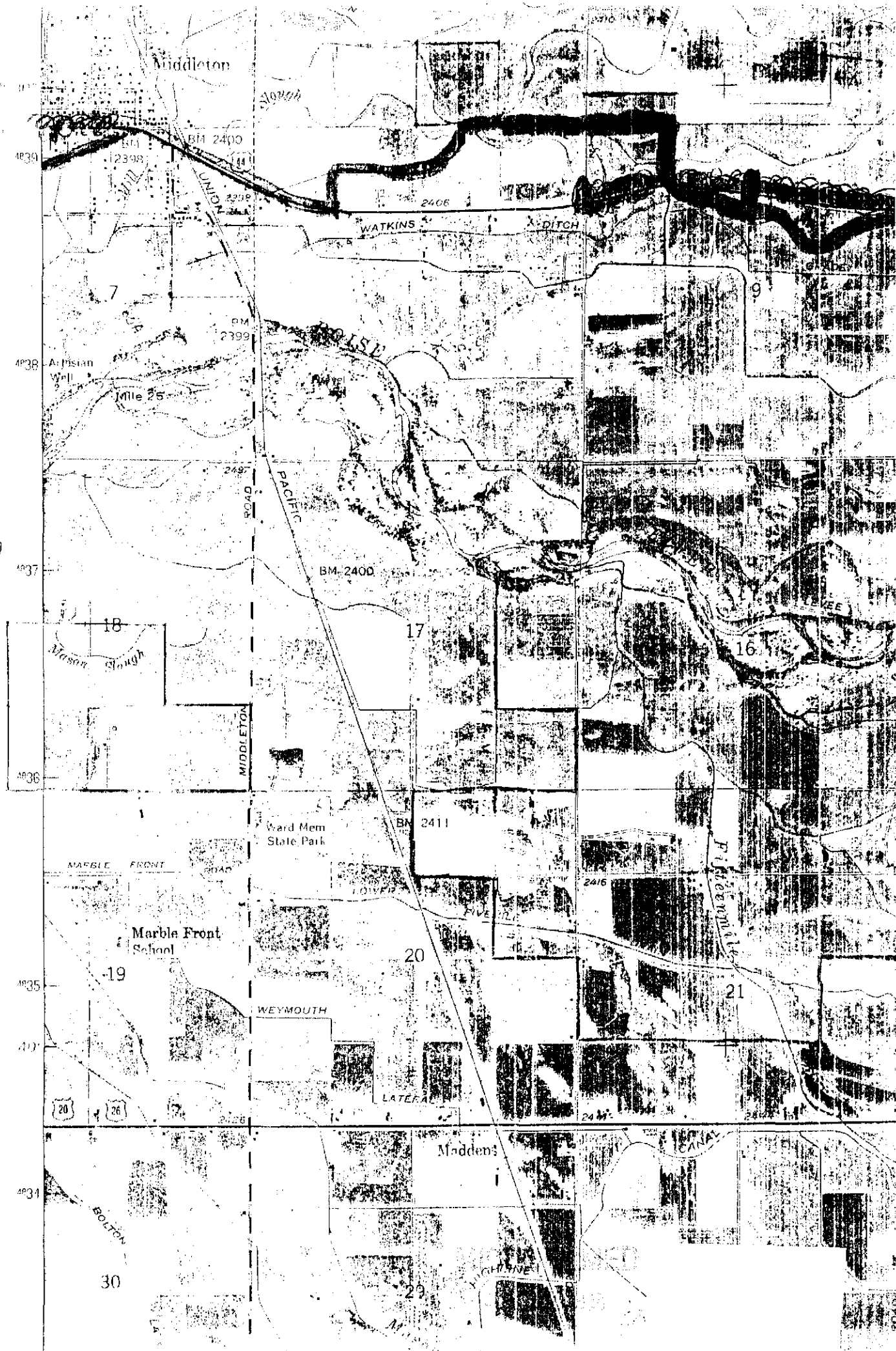
Seal

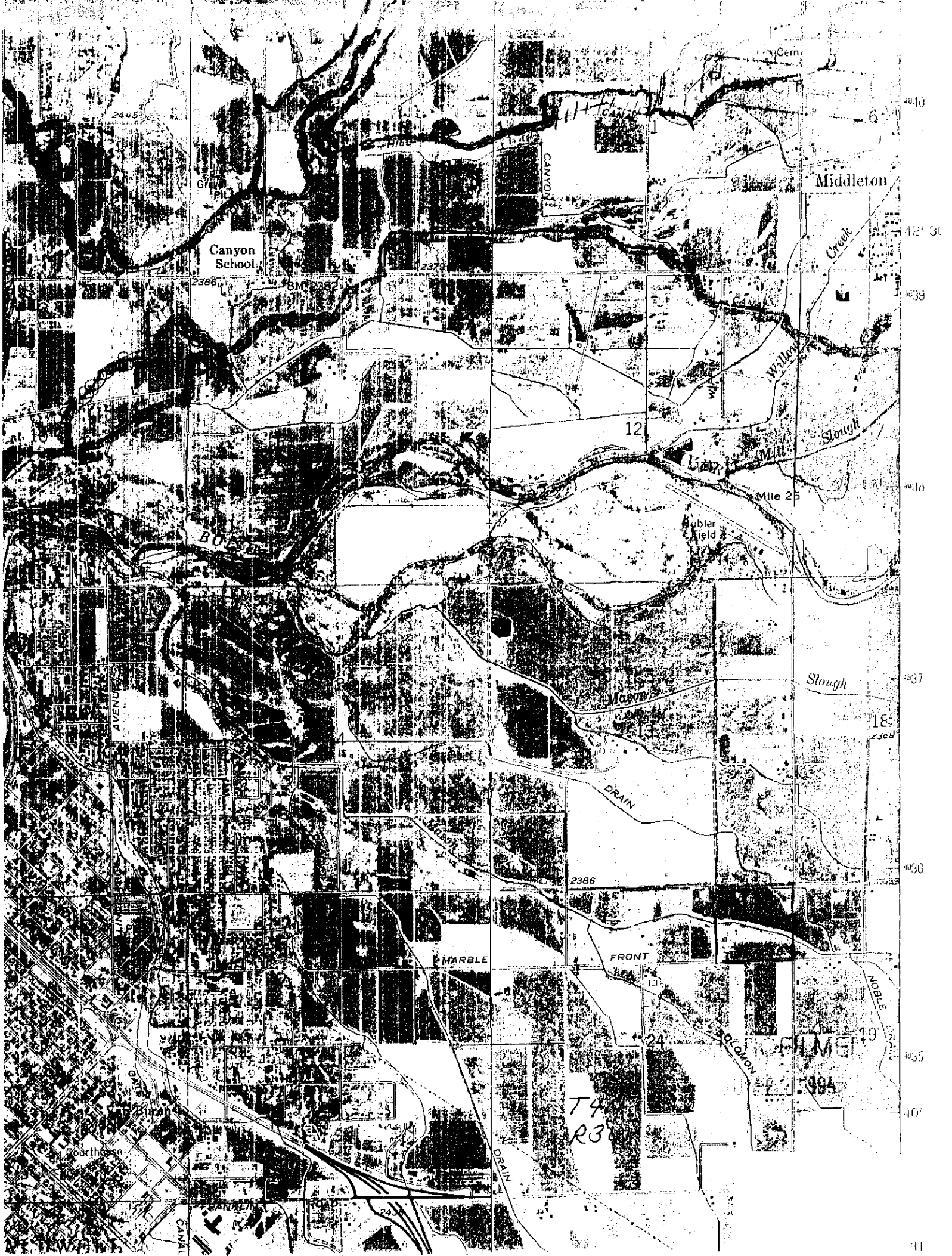
Carter Fritschle
Notary Public

Residing at Carter Fritschle, Notary Public
Residing at Eagle, Idaho
My Commission Expires March 21, 1994



T4N
R2W





Franklin & Dutch Co.

[illegible]

**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

Case No. 39576

A Subcase 63-00167B

(Insert water right number)

**STANDARD FORM 1
OBJECTION**

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Pioneer Irrigation District

Address: PO Box 426
Caldwell Idaho 83606

Daytime Phone: (208) 459-3617

Name & Address of Attorney, if any:

Scott L. Campbell

Moffatt Thomas Barrett Rock & Fields

PO Box 829, Boise, Idaho 83701

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

Name: Franklin Ditch Co.

Address: c/o Helen I Larson
8500 Joplin Rd., Caldwell Idaho 83605

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: _____
4. ☒ **Priority Date**
Should be: _____
5. ☒ **Point(s) of Diversion**
Should be: _____
6. ☐ **Instream Flow Description**
Should be: _____
7. ☒ **Purpose(s) of Use**
Should be: _____
8. ☒ **Period of Year**
Should be: _____
9. ☒ **Place of Use**
Should be: _____

11. **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 OBJECTION(S):

This water right should be recommended as No. 63-00167A, as claimed by Pioneer Irrigation District, based upon historic diversion, delivery, and use by the Pioneer Irrigation District through its system of canals and laterals. A true and correct copy of the claim is attached hereto as Attachment I.

F.

VERIFICATION (Must be Completed)

State of Idaho)
County of Ada) ss.

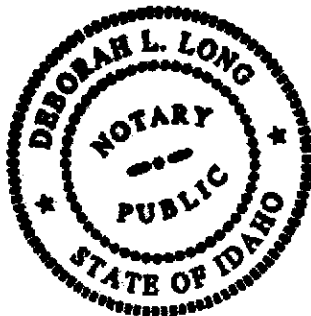
Scott L. Campbell, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

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.

(Signature of person filing objection)

Scott L. Campbell
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: 6/19/07



Deborah Long
Notary Public for Idaho
Residing at: Boise
My Commission Expires: 10/10/07

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.

C

CERTIFICATE OF MAILING

I certify that on June 19, 2007, 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: Franklin Ditch Co.
Address: c/o Helen I. Larson
8500 Joplin Rd., Caldwell Idaho 83605

3. Copies to:

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

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

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724



mailing on Objector's behalf

**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 A63-00167A

Date Received

Receipt Number

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

**RECEIVED
FEB 08 2000
WATER RESOURCES
WESTERN REGION**

Please type or print clearly

1. Name of Claimant (s) Pioneer Irrigation District Phone (208) 459-3617Mailing Address P.O. Box 426, Caldwell, Idaho Zip 836052. Date of Priority (Only one (1) per claim) October 29, 18803. Source of water supply (a) Boise Riverwhich is tributary to (b) Snake River4. a. Location of existing point of diversion is: Township 4 N. Range 2 W. Section 24,
1/4 of NE 1/4 of NE 1/4, Govt. Lot, B.M., County of CanyonAdditional points of diversion if any: See Attachment A

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, 1/4 of _____ 1/4 of _____

1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc).
Including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. Concrete diversion dam in Boise River
to headgate and Caldwell Highline Canal to lateral ditches

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For irrigation purposes from 3/15 to 11/15 amount 27.60 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 27.60 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
			Lands within the boundaries of the Pioneer Irrigation District																

Total number of acres irrigated 34,047.16

11. In which county (ies) are lands listed above as place of use located? Ada/Canyon

12. Do you own the property listed above as place of use? Yes _____ No x
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above

or None ()

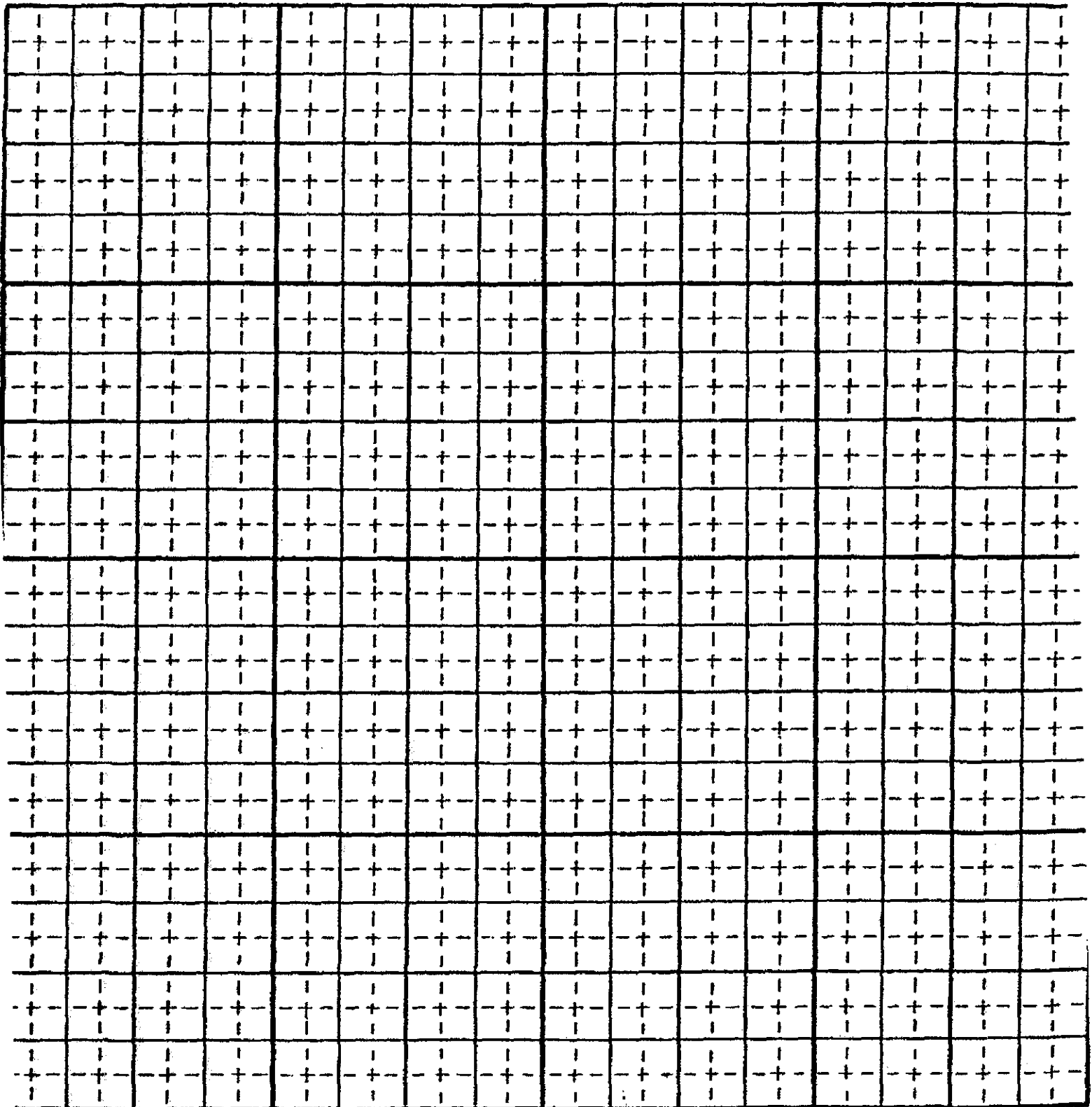
14. Remarks: Pioneer Irrigation District provides water delivery to the privately owned
lands within its service area. Claim to this water right is based upon an agreement
Attachment B, between the Franklin Ditch Company and the Idaho and Oregon Land Improvement
Company, the predecessor in interest to Pioneer Irrigation District. The claim is also
based upon the historic use and practice which has existed since the date of agreement.

Last Name Pioneer Ident No. A63-00167 A

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

See Exhibits A, A(1), A(2), A(3), B and C to Claim No. 63-00224.



Last Name Pioneer Ident No. A63-00167_A

15. Basis of Claim (check one) ☐ Special Use ☐ Posted Notice ☐ Inse ☐ Permit ☒ Dec ☒ x

If applicable provide IDWR Water Right Number A63-00167

Court _____ Case Number _____ Decree Date 1/18/1906

Plaintiff vs Defendant Farmers Co-op Ditch Co. v. Riverside Irr. Dist.

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not x wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments 1

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am President

Title

of Pioneer Irrigation District that I have signed the foregoing

Organization

document in the space below as President of Pioneer Irrigation District

Title

Organization

and that the statements contained in the foregoing document are true and correct

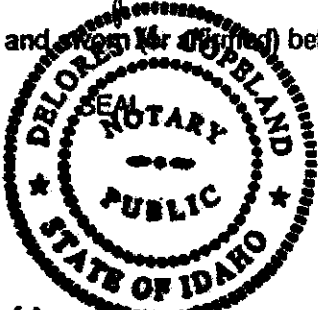
Signature of Authorized Agent John M. Owen

Title and Organization President, Pioneer Irrigation District Date 2-7-2000

State of Idaho/or _____)

County of Canyon) SS.

Subscribed and sworn to before me this 7 day of February 2000



Notary Public Delores M. Copeland

Residing at Caldwell, ID - Canyon City

My Commission Expires 10-21-04

Please Print Name

17. Notice of Appearance
Notice is hereby given that I, Scott L. Campbell will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature Scott L. Campbell

Address P.O. Box 1539, Boise, Idaho 83701-1539

Date 2/7/2000

Last Name Pioneer Ident. Number A63-00167A

ATTACHMENT ONE

T. 3 N., R. 1 E., Section 23,
S.W. 1/4 of N.W. 1/4.

This "point of diversion" is a concrete diversion structure with flashboards which regulates the flow of the south and north channels of the Boise River. It is located at the east end of Eagle Island and permits diversion of sufficient amounts of water down the south channel of the Boise River to permit Pioneer Irrigation District to divert its water into the Phyllis and Caldwell Highline canals.

Franklin Ditch Co.

To

Idaho & Oregon Land Imp. Co.

This agreement made this second day of October A. D. 1883, by and between the Franklin Ditch Company a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

Witnesseth: Whereas the party of the first part is the claimant of and in possession of a certain Water Right and irrigating ditch taking water out of Boise River or its Sloughs, on the south side of the River, on the farm of William Frost, about Seven or Eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the sloughs of said River for the irrigation of the lands of the Shareholders of said company: and whereas said party of the second part desires to acquire said Water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now, therefore, said party of the first part acting by and through its board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of Water by said party of the second part, to said party of the first part; or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May 1884, upon the performance by said party of the second part, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

EXHIBIT "A"

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such severall interests as may be designated by the party of the first part, free and clear of all expenses costs and charges for the construction, repair, and maintenance of said ditch forever. That said ditch/^{water}shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but may be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose, shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the party of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The Expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or to convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, there and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, enlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of Water, to be taken by the party of the first part, or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees, to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above thirteen hundred and fifty inches to be taken from the ditch as aforesaid. Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees, caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley (Seal)
G. W. Wootan (Seal)
his
Robert I White (Seal)
mark
Trustees Franklin Ditch Company
A. Caldwell, Pres. I & O.L.I.Co.

Attest (Seal)

H. C. Wallace, Secretary

Territory of Idaho)
) ss
County of Ada)

On this 2nd day of October A. D. 1883, personally appeared, before me H. R. Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G. W. Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Franklin Ditch Co.

To

Idaho & Oregon Land Imp Co.

This agreement made this second day of October A.D.

1883, by and between the Franklin Ditch Company, a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

WITNESSETH: Whereas the party of the first part is the claimant of and in possession of a certain Water Right and irrigating ditch tak water out of Boise River or its sloughs, on the south side of the River, on the farm of William Frost, about Seven or Eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the sloughs of said River for the irrigation of the lands of the Shareholders of said Company; and whereas said party of the second part desires to acquire said water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now therefore, said party of the first part acting by and through its Board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of water by said party of the second part, to said party of the first part, or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May, 1884, upon the performance by said second party, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, enlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of water to be taken by the party of the first part, or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight Hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above the thirteen hundred and fifty inches to be taken from the ditch as aforesaid.

Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such severall interests as may be designated by the party of the first part, free and clear of all expenses costs and charges, for the construction, repair, and maintenance of said ditch forever. That said ditch water shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but not be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the part of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, there and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley	(Seal)
G. W. Wootan	(Seal)
his	
Robert X White	(Seal)
mark	

Trustees Franklin Ditch Company,

A Caldwell,

Pres. I & O L I Co.

Attest (Seal)

H O Wallace, Secretary.

Territory of Idaho }
County of Ada } ss

On this 2nd day of October A.D. 1883, personally appeared before me M R Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G W Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

M R Jenkins,
Justice of the Peace.

Territory Of Idaho }
County of Alturas } ss

On the 27th day of October one thousand eight hundred and eighty three, personally appeared before me, C B Fox a Notary Public in and for the County of Alturas, A. Caldwell, President and H. C. Wallace, Secretary of the Idaho & Oregon Land Improvement Company, a corporation and whose names --- subscribed to the annexed instrument as parties thereto personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto as President and Secretary of said Company, who duly acknowledged to me that they executed the same freely and voluntarily and for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

C. B. Fox,

(Seal)

Notary Public

C and B

B1 P296

Recorded at the request of Thomas Wheatley Dec. 3rd 1883 at 10 o'clock A.M.

Compared

B. S. Priokett,

Indexed.

Recorder

May 29, 1940

STATEMENT BY TURNER AND WELSH

Franklin Ditch Company contract

Agreement between that company and Idaho and Oregon Land Improvement Company, dated October 2, 1883, covers 1350 inches of water, but Turner thinks there are now 2150 inches involved.

In the Stewart decree the Franklin Ditch Company has the following rights:

Right No. 34, 6/1/66 770 inches
Right No. 77, 10/29/80 1380 inches.

We should investigate as to how the water above the 1350 inches was taken over by P. I. D.

The majority of Franklin water is all taken out of Highline canal north of Franklin road. Nine points of diversion above Franklin road to the headgate and six below.

John says Franklin rights are cut the same as other rights, except that when the latest Franklin right would be entitled to be cut entirely off P.I.D. continues to deliver to Franklin the same percentage as to its other users. This has been the practice for a number of years. But he is not sure P.I.D. would be required to do that under its Franklin contract.

Welsh says there is a possibility that when this agreement was made the Franklin water was the only water in the ditch and the only water referred to.

At the time P.I.D. transferred right No. 90 from Highline to Phyllis there was a hearing before the State Engineer. Walter Griffiths represented Highline users and Welsh thinks there is considerable testimony in that file as to these rights. Right No. 90 was decreed to P.I.D. for Highline canal and that right was later than the date of this contract and had a priority of 1884.

WILLIAM S. FLORA
S. L. BALL
A. K. STEINBERG
Treasurer

WILLIAM S. FLORA, Principal
H. M. HEDGECOCK, - - SECRETARY AND SUPERINTENDENT

Water right 1,200
miles long, 100
feet
Cost of System, \$
Owned and operated
by

Office of the Pioneer Irrigation District

Caldwell Ida Apr 25th 1905

We the undersigned constituting a majority of the Board of Directors of the Pioneer Irrigation District do hereby call a special meeting of the Board of Directors for the purpose of considering the advisability of bearing a part of the expense of defending the water right of the Franklin Ditch Co.

The time of special meeting is set for 4 P.M.

April 25th 1905.

N. S. Dike
W. J. Callaway
L. E. Grunholt

Aug. 7, 1926

We the directors of the Franklin Ditch Company agree to assume the responsibility for damages that may be incurred by the requested number of inches of water turned from the High Line Ditch into the south slough under the contract of the Franklin Ditch Company with Idaho and Oregon Land Imp Co

Robt. M. White (Pres.)

J. T. Bales

Walter Thomas

10/10/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-167B
NAME AND ADDRESS: FRANKLIN DITCH CO
C/O HELEN I LARSON
8500 JOPLIN RD
CALDWELL ID 83605

SOURCE: BOISE RIVER TRIBUTARY: SNAKE RIVER
QUANTITY: 27.600 CFS

Whenever it becomes necessary for the watermaster to deliver this right the following condition shall apply. This right shall receive 100 percent of its decreed quantity until the natural flow of the waters of the Boise River shall decrease so that all rights containing this condition cannot receive 100 percent of their decreed quantities, at which time this right and the other rights containing this condition shall first be cut to 75 percent of their decreed quantities, as the natural flow of the river decreases, beginning with the latest rights containing this condition and proceeding to the earliest rights containing this condition in the order of their priority dates, and after all of the rights containing this condition shall have been reduced to 75 percent of their decreed quantities, should the natural flow of the waters of the river decrease below the amount necessary to supply 75 percent of those decreed quantities, then this right and the other rights containing this condition, beginning with the latest and proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.

PRIORITY DATE: 10/29/1880

POINT OF DIVERSION:
T04N R02W S24 NENE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	3/15 11/15	27.600 CFS

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only when the natural flow in the Boise River below the Star Bridge in Township 04 North, Range 01 West, Section 18, NE¼ of the SE¼ of the SE¼, Boise Meridian (approximate river mile 33.9) is sufficient for water to be available for diversion at the point of diversion described above, provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.

PLACE OF USE:

2056 ACRES TOTAL

10/10/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

This right when combined with Right Nos. 63-166B and 63-5239 can be used to irrigate up to 2056 acres within the boundary of the Franklin Ditch Company.

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This right is designated as No. 77 in the Stewart Decree and the Boise Water Distribution Report.

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

08/17/2006

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: September 29, 2006

Water right number: 63-167B

FRANKLIN DITCH CO
C/O FLOYD ROSDAHL
RT 3 BOX 111
CALDWELL ID 83605

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 9-27-06

SIGNATURE: Helen I. Larson

Please print your name: Helen I. Larson

IDWR Regional Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, 2082874800

**SNAKE RIVER BASIN ADJUDICATION
CHANGE IN ADDRESS OF NOTICE OF CLAIM**

Water Right Number(s): 63-167B, 63-166B, 63-5239

Previous Mailing Address: Franklin Ditch Co.

% Floyd Rosdahl

Rt 3 Box 111 Caldwell, ID 83605

Franklin Ditch Co.
New Mailing Address:

% Helen I. Larson

8500 Joplin Road

Caldwell, ID 83605

Telephone Number: (208) 466-3819

Signature of all Claimant(s): Helen I. Larson

Please print your name below your signature.

Helen I. Larson

Please mail or FAX this completed form to the office nearest you:

**Adjudication Bureau
Idaho Dept. of Water Resources
1910 Northwest Blvd., Ste. 210
Coeur d'Alene, ID 83814-2615
Ph. 208/769-1450 or
FAX 208/769-1454**

**Adjudication Bureau
Idaho Dept. of Water Resources
2735 Airport Way
Boise, ID 83705-5082
Ph. 208/334-2190 or
FAX 208/334-2348**

**Adjudication Bureau
Idaho Dept. of Water Resources
1341 Fillmore St., Ste. 200
Twin Falls, ID 83301-3380
Ph. 208/525-7161 or
FAX 208/736-3037**

**Adjudication Bureau
Idaho Dept. of Water Resources
900 N. Skyline, Ste. A
Idaho Falls, ID 83402-3653
Ph. 208/736-3033 or
FAX 208/525-7177**

**Adjudication Bureau
Idaho Dept. Of Water Resources
322 E. Front St.
P.O. Box 83720
Boise, Id 83720-0098
Ph 208/287-4800
FAX 208/287-6701**

08/17/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-167B

NAME AND ADDRESS: FRANKLIN DITCH CO
C/O FLOYD ROSDAHL
RT 3 BOX 111
CALDWELL ID 83605

SOURCE: BOISE RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 27.600 CFS

Whenever it becomes necessary for the watermaster to deliver this right the following condition shall apply. This right shall receive 100 percent of its decreed quantity until the natural flow of the waters of the Boise River shall decrease so that all rights containing this condition cannot receive 100 percent of their decreed quantities, at which time this right and the other rights containing this condition shall first be cut to 75 percent of their decreed quantities, as the natural flow of the river decreases, beginning with the latest rights containing this condition and proceeding to the earliest rights containing this condition in the order of their priority dates, and after all of the rights containing this condition shall have been reduced to 75 percent of their decreed quantities, should the natural flow of the waters of the river decrease below the amount necessary to supply 75 percent of those decreed quantities, then this right and the other rights containing this condition, beginning with the latest and proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.

PRIORITY DATE: 10/29/1880

POINT OF DIVERSION:

T04N R02W S24 NENE Within ADA County

PURPOSE AND

PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	3/15 11/15	27.600 CFS

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only when the natural flow in the Boise River below the Star Bridge in Township 04 North, Range 01 West, Section 18, NE¼ of the SE¼ of the SE¼, Boise Meridian (approximate river mile 33.9) is sufficient for water to be available for diversion at the point of diversion described above, provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.

PLACE OF USE:

2056 ACRES TOTAL

This right when combined with Right Nos. 63-166B and 63-5239 can be used to irrigate up to 2056 acres within the boundary of the Franklin Ditch Company.

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This right is designated as No. 77 in the Stewart Decree and the Boise Water Distribution Report.

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

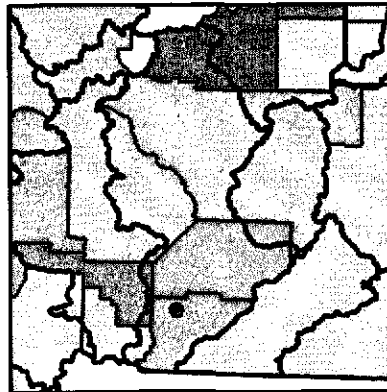
Idaho Department of Water Resources



Adjudication Claim Number: **63-167 B**

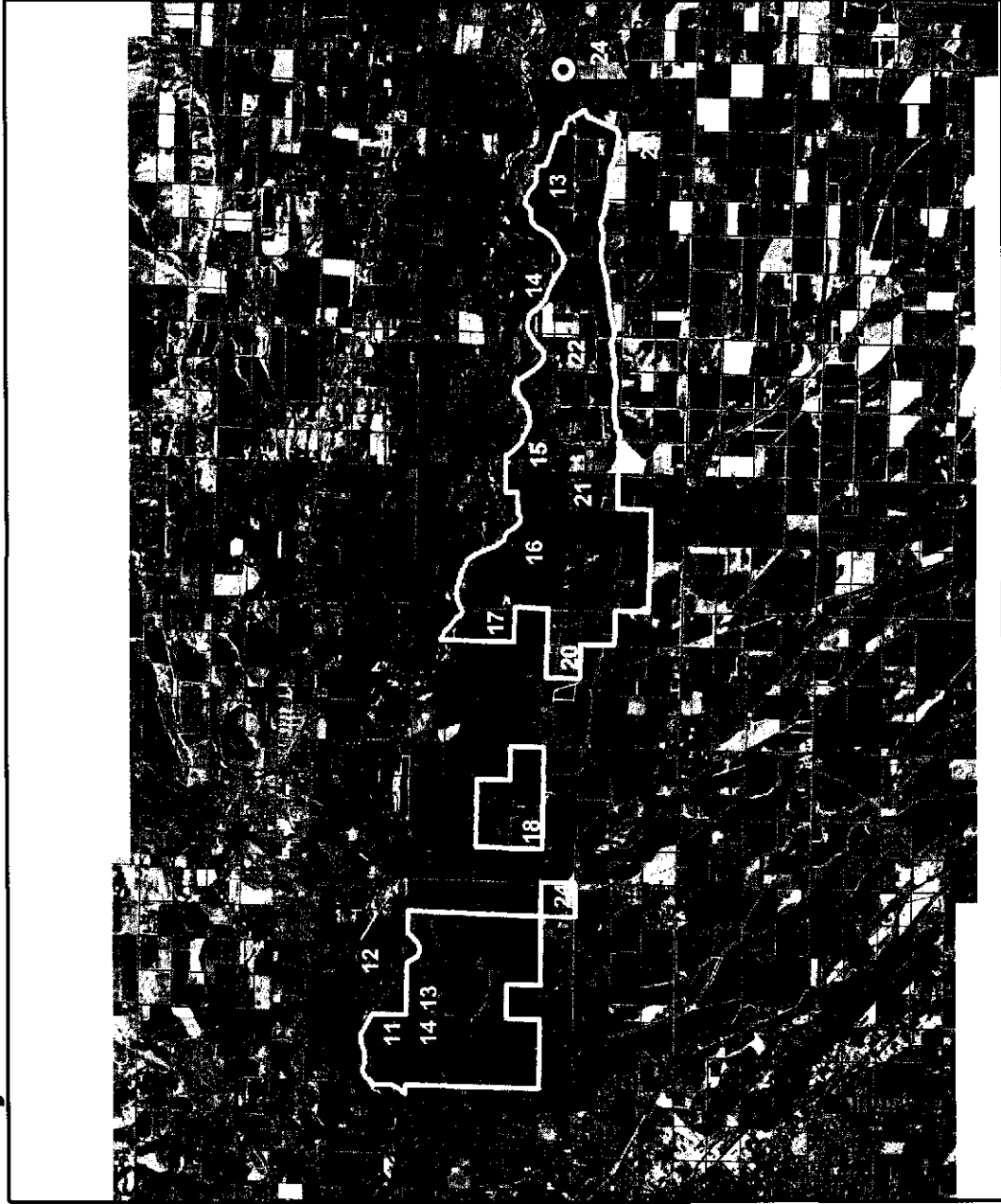
Legend

- ⊙ POD Recommended
- Franklin ditch shp
- GCDB04N03W GCDB
- GCDB04N02W GCDB
- GCDB04N01W GCDB



Ada County
IDWR Basin 63

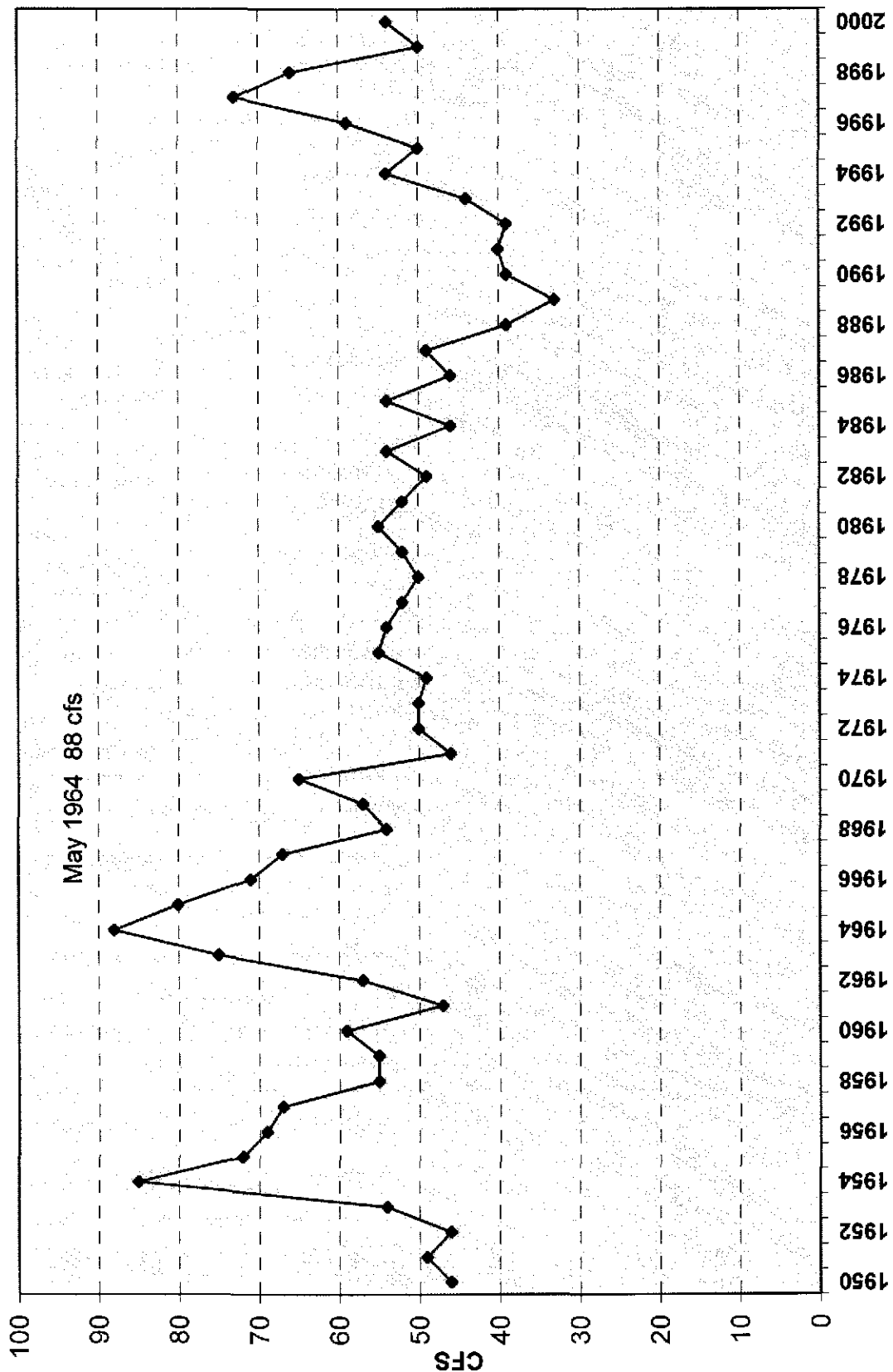
Prepared by A. Warmtjes
On Tuesday, January 31, 2006
1987/88 Aerial Photography



R3 av 63-1796 36.2 Mason
 63-1660 15.1 Franklin
 63-1670 27.6 Franklin

MAXIMUM MONTHLY DIVERSION 1950-2000
 13210005 CALDWELL HIGHLINE CANAL

79.2



1350
Franklin Ditch Co.

To

Idaho & Oregon Land Imp. Co.

This agreement made this second day of October A. D. 1883, by and between the Franklin Ditch Company a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

Witnesseth: Whereas the party of the first part is the claimant of and in possession of a certain Water Right and irrigating ditch taking water out of Boise River or its Sloughs, on the south side of the River, on the farm of William Frost, about Seven or Eight miles above the town of Middleton in Ada County, Idaho Territory by means of a ditch and through the sloughs of said River for the irrigation of the lands of the Shareholders of said company: and whereas said party of the second part desires to acquire said Water right and ditch and to enlarge and extend the same for the irrigation of lands below those now covered by it.

Now, therefore, said party of the first part acting by and through its board of Trustees, for and inconsideration of the conveyance of thirteen hundred and fifty inches of Water by said party of the second part, to said party of the first part; or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May 1884, upon the performance by said party of the second part, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

EXHIBIT "A"

1350"
conveyance
conveyance

Stewart
Dee
166 = 770"
167 = 1380"
2150"
Franklin D. Feb

1st Part =
Franklin D.C.

2nd Part =

Idaho & OR Land Trg Co.

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such severall interests as may be designated by the party of the first part, free and clear of all expenses costs and charges for the construction, repair, and maintenance of said ditch forever. That said ^{water} ditch/shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but may be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose, shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the party of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The Expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or to convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, there and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit

all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the 1st part or its assigns.

1350
due to
Franklin D.C.
construction repair
maintenance

expense of all
conveyances borne
equally →

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, enlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of Water, to be taken by the party of the first part, or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees, to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above thirteen hundred and fifty inches to be taken from the ditch as aforesaid. Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

South Slough 350"
Back Slough 800"
over and above
1350"
2500"

all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees, caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley (Seal)
G. W. Wootan (Seal)
his
Robert X White (Seal)
mark
Trustees Franklin Ditch Company
A. Caldwell, Pres. I & O.L.I.Co.

Attest (Seal)

H. C. Wallace, Secretary

Territory of Idaho)
County of Ada) ss

On this 2nd day of October A. D. 1883, personally appeared, before me M. R. Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G. W. Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Franklin Ditch Co.

To

Idaho & Oregon Land Imp Co.

This agreement made this second day of October A.D.

1883, by and between the Franklin Ditch Company, a corporation, organized under the laws of Idaho Territory the party of the first part and the Idaho & Oregon Land Improvement Company, a corporation organized under the laws of the State of Colorado, the party of the second part,

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Now therefore, said party of the first part acting by and through its Board of Trustees, for and in consideration of the conveyance of thirteen hundred and fifty inches of water by said party of the second part, to said party of the first part, or to such persons being its shareholders, as it may designate, in such several shares as it may designate, covenants and agrees to convey to said party of the second part all its said Water Right and ditches at any time on or before the first day of May, 1884, upon the performance by said second party, of its covenants and agreements as herein after contained and the execution and delivery of the deeds as hereinafter mentioned.

It is understood and agreed that said conveyance or conveyances shall be sufficient to vest the first thirteen hundred and fifty inches of water carried by said ditch and to convey the same, appurtenant to said lands in such severall interests as may be designated by the party of the first part, free and clear of all expenses costs and charges, for the construction, repair, and maintenance of said ditch forever. That said ditch water shall only be appurtenant to and shall only be used upon the lands now owned, entered, occupied or claimed by the shareholders of the party of the first part, but may be taken at any time or place by said shareholders, their successors or assigns for that purpose, but when not desired for that purpose shall not be taken from said ditch.

The party of the second part is to have the necessary right of way for said ditch over the lands of the shareholders of the party of the first part, without charge therefor.

The party of the second part is to have immediate possession of the premises, but if this agreement is not duly executed and delivered by the party of the second part, on or before the first day of November next, such possession shall be surrendered and all work and improvements forfeited.

The expense of all conveyances shall be borne equally by the parties hereto.

Time is the essence of this agreement and if said party of the second part shall fail or omit to enlarge said ditch or convey said water as aforesaid, on or before said first day of May next, or shall be unable on said day to furnish and supply said thirteen hundred and fifty inches of water on said day or when required thereafter, there and in that case the party of the first part shall be released from all obligations to make its said conveyance and the said party of the second part shall forfeit all rights under this agreement and all work and improvements on said premises and all claim thereto shall upon demand quit and surrender the premises to the party of the first part or its assigns.

And in consideration of the foregoing agreement said party of the second part, acting by and through its corporate officers thereunto duly authorized by its Board of Trustees, Covenants and agrees to and with said party of the first part that it will, before the first day of May next, enlarge said ditch from the point where the water is taken from Boise River to where the line of the ditch crosses what is known as Mason Creek, and will on or before said day convey by good and sufficient deed of conveyance, to the said party of the first part, or at the option of the said party of the first part, to such persons as the party of the first part may designate, they being shareholders of the party of the first part, and as appurtenant to the lands now owned, entered occupied or claimed by the said shareholders, one thousand three hundred and fifty (1350) Statutory inches of Water to be taken by the party of the first part, or its said shareholders or their grantees from the ditch of the party of the second part, or from any slough along the line of said ditch, at such point or points, as said party of the first part or said shareholders, or their grantees, may from time to time prefer, and said party of the second part further covenants and agrees to leave at all times at least three hundred and fifty (350) inches of water in what is known as the outside or South Slough, into which the ditch of the party of the first part now empties near the Bluff, and not less than Eight Hundred (800) inches of water in what is known as the Back Slough that leaves the main slough about twenty feet above the head gate of the party of the first part, said slough water being for the use of said shareholders and their grantees, over and above the thirteen hundred and fifty inches to be taken from ~~the~~ ditch as aforesaid.

Said party of the second part further agrees to bridge all public roads crossed by said ditch and to bridge at least three private roads or trails, sufficient to cross cattle and stock at points to be designated by the party of the first part.

In Witness Whereof, said party of the first part has by resolution of its board of Trustees caused this agreement to be signed by its Trustees and sealed with their private seals said company having no corporate seal, and said party of the second part has by resolution of its Board of Trustees caused this agreement to be subscribed by its President and Secretary and its corporate seal to be hereunto affixed.

In Duplicate

Thomas Wheatley	(Seal)
G. W. Wootan	(Seal)
his	
Robert X White	(Seal)
mark	

Trustees Franklin Ditch Company,

A Caldwell,

Pres. I & O L I Co.

Attest (Seal)

H G Wallace, Secretary.

Territory of Idaho }
County of Ada } ss

On this 2nd day of October A.D. 1883, personally appeared before me M R Jenkins, a Justice of the Peace, in and for said Ada County, Thomas Wheatley, G W Wootan and Robert White, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto, who each of them acknowledged to me that they each of them respectively, executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

M R Jenkins,
Justice of the Peace.

Territory Of Idaho }
County of Alturas } ss

On the 27th day of October one thousand eight hundred and eighty three, personally appeared before me, C B Fox a Notary Public in and for the County of Alturas, A. Caldwell, President and H. C. Wallace, Secretary of the Idaho & Oregon Land Improvement Company, a corporation and whose names --- subscribed to the annexed instrument as parties thereto personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto as President and Secretary of said Company, who duly acknowledged to me that they executed the same freely and voluntarily and for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

C. B. Fox,

(Seal)

Notary Public

C and B

B1 P296

Recorded at the request of Thomas Wheatley Dec. 3rd 1883 at 10 o'clock A.M.

Compared

B. S. Prickett,

Indexed.

Recorder

May 29, 1940

STATEMENT BY TURNER AND WELSH

Franklin Ditch Company contract

Agreement between that company and Idaho and Oregon Land Improvement Company, dated October 2, 1883, covers 1350 inches of water, but Turner thinks there are now 2150 inches involved.

In the Stewart decree the Franklin Ditch Company has the following rights:

Right No. 34, 6/1/66 770 inches
Right No. 77, 10/29/80 1380 inches.

We should investigate as to how the water above the 1350 inches was taken over by P. I. D.

The majority of Franklin water is all taken out of Highline canal north of Franklin road. Nine points of diversion above Franklin road to the headgate and six below.

John says Franklin rights are cut the same as other rights, except that when the latest Franklin right would be entitled to be cut entirely off P.I.D. continues to deliver to Franklin the same percentage as to its other users. This has been the practice for a number of years. But he is not sure P.I.D. would be required to do that under its Franklin contract.

Welsh says there is a possibility that when this agreement was made the Franklin water was the only water in the ditch and the only water referred to.

At the time P.I.D. transferred right No. 90 from Highline to Phyllis there was a hearing before the State Engineer. Walter Griffiths represented Highline users and Welsh thinks there is considerable testimony in that file as to these rights. Right No. 90 was decreed to P.I.D. for Highline canal and that right was later than the date of this contract and had a priority of 1884.

T. C. EGGLESTON, Pres.
W. T. CALLAWAY
R. A. COWDEN
WILLIAM S. FLORA
S. L. BALL
A. K. STEUNENBERG,
Treasurer

PIONEER IRRIGATION DISTRICT

Canyon and Ada Counties. Principal Office, Caldwell, Idaho

H. M. HEDGES, - - SECRETARY AND SUPERINTENDENT

Payette Canal, 35 miles long,
covering 23,400 Acres
Caldwell High Line Canal, 18
miles long, covering 11,000
Acres
Cost of System, \$265,000.
Owned and operated by Far-
mers.

Office of the Pioneer Irrigation District

Caldwell Ida Apr 26th 1905

We the undersigned constituting a majority of the Board of Directors of the Pioneer Irrigation District do hereby call a special meeting of the Board of Directors for the purpose of considering the advisability of bearing a part of the expense of defending the water right of the Frankli-n Ditch Co.

The time of special meeting is set for 4 P.M.

April ^{25th} 26th 1905.

N. S. Dike
W. J. Callaway
L. E. Grunick

Aug 7, 1926

We the directors of the Franklin
Ditch Company agree to assume the
responsibility for damages that may
be incurred by the requested number
of inches of water turned from the
High Line Ditch into the south
slough under the contract of the
Franklin Ditch Company with Idaho
and Oregon Land Imp. Co

Robt. M. White (Pres.)

J. T. Bales

Walter Thomas

CLAIMANT'S NAME: Franklin Ditch Co.

DATE: 2-22-90

EMPLOYEE: Parter Fritschle

RE: Tolson with Bill Clayton informed me that
a small portion of the Franklin Ditch Co.
water is diverted from a headgate approx.
15' from the Caldwell Highline headgate.
The balance of the Franklin Ditch Company's
Boise River water is delivered through the
Caldwell Highline Canal.

APPROVED

2-23-90