

DISTRICT COURT SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

DEC 20 2010

By _____

**SUPPLEMENTAL DIRECTOR'S REPORT
REGARDING SUBCASE NOS. 37-296A,
37-717, 37-1216, and 37-7854**

In Re SRBA

Twin Falls County Civil Case No. 39576

Report to the SRBA District Court

Prepared by the Idaho Department of Water Resources
Gary Spackman, Interim Director
Carter Fritschle, Manager, Adjudication Section

December 17, 2010

I. INTRODUCTION

In accordance with Idaho Code § 42-1412(4), Administrative Order 1, the Director of the Idaho Department of Water Resources (“Department”) submits this amended Supplemental Director’s Report (“Report”) regarding subcase numbers 37-296A, 37-717, 37-1216, and 37-7854. This Report was prepared under the supervision of Gary Spackman, Interim Director, and Carter Fritschle, Manager, Adjudication Section. Carter Fritschle has knowledge of the information contained in the Report.

II. SUMMARY OF THE ISSUE

At issue are the Department’s recommendations for subcase numbers 37-296A, 37-717, 37-1216, and 37-7854.¹ Objections were filed to the original recommendations by Indian Creek Ranch Owner’s Association, Inc. (“Homeowners”), a competing water user on Indian Creek.² Responses were filed by Big Wood Canal Company and Victor and Dana Hofstetter. In the course of reviewing the objections, the Department determined it needed to amend its original recommendations for 37-296A, 37-717, and 37-1216. On September 30, 2010, the Department filed an Amended Director’s Report with the Court regarding 37-296A, 37-717, and 37-1216.³ The City of Hailey (“City”) objected to the Period of Use and Source⁴ elements in the Amended Director’s Report. Responses to the Amended Director’s Report were filed by the Homeowners.

¹ The claim for 37-7854 is based upon a permit that was licensed by the Department in 2005. The recommendation is consistent with the license. The other claims are based upon decree.

² Filed contemporaneously with this Report is a supplemental director’s report in subcase 37-296B et al., concerning the use of water by the Homeowners from Indian Creek.

³ A copy of the Amended Director’s Report is attached hereto as Attachment A.

⁴ The City’s Source objection asserts that the recommendations should be included in the Basin 37, Part 3 separate streams general provision. Indian Creek was decreed a separate source in *S.C. Frost et al. v. Alturas Water Company, et al.* (Fourth Jud. Dist., Lincoln County, December 13, 1909). The Department agrees that 37-296A, 37-717, and 37-1216 should be included in the general provision and administered separately from the Big Wood River.

As recommended, the decreed rights claimed by the City authorize diversion of 2.62 cfs (131 miner's inches) for year-round use: 37-296A authorizes diversion of 2.62 cfs during the irrigation season; 37-717 (1.72 cfs) and 37-1216 (0.90 cfs) authorize diversion of 2.62 cfs during the non-irrigation season. Despite sharing a common priority date, the Homeowners' use of water during the irrigation season under 37-296B (2.72 cfs) and 37-296C (1.29 cfs) is subordinated to the City's use of water during the irrigation season under 37-296A (2.62 cfs). Attachment A; Attachment R at 2. The City's diversion of 2.62 cfs during the non-irrigation season under 37-717 and 37-1216 is senior. *Id.* The City and Homeowners are the only users on Indian Creek, which was decreed a separate source by the court in *S.C. Frost et al. v. Alturas Water Company, et al.* (Fourth Jud. Dist., Lincoln County, December 13, 1909) (hereinafter *Frost*).

Based upon the claims, it is the Department's understanding that, during the irrigation season, the City is seeking 4.45 cfs under 37-296A and 37-717 (2.62 + 1.83). During the non-irrigation season, the City seeks an additional 0.90 cfs under 37-1216, for a combined diversion rate of 5.35 cfs. Based upon the Department's understanding of the decreed rights, any recommendation in excess of 2.62 cfs during the irrigation season (37-296A) and 2.62 cfs during the non-irrigation season (37-717 and 37-1216) would result in an enlargement.

III. DISCUSSION

In the course of preparing the Amended Director's Report for 37-296A, 37-717, and 37-1216, as well as this Report, the Department reviewed the following documents to better understand the diversion of water from Indian Creek, listed in chronological order, and attached hereto as attachments B-R:

B. Sanborn Fire Insurance Map for the City of Hailey, dated January, 1885;

- C. Sanborn Fire Insurance Map for the City of Hailey, dated June, 1888;
- D. Sanborn Fire Insurance Map for the City of Hailey, dated August, 1890;
- E. Sanborn Fire Insurance Map for the City of Hailey, dated August, 1897;
- F. *Caldwell and Alturas Water Company v. Tucker et al.* (Fourth Jud. Dist., Blaine County, Dec. 24, 1900);
- G. Deed from Nancy Tucker to Hailey Water and Power Company, dated September 22, 1903;
- H. Deed from Hailey Water and Power to Leo Cramer, dated October 27, 1905 and recorded May 8, 1909;
- I. Sanborn Fire Insurance Map for the City of Hailey, dated November, 1907;
- J. *S.C. Frost et al. v. Alturas Water Company, et al.* (Fourth Jud. Dist., Lincoln County, December 13, 1909);
- K. Sheriff Sale to Idaho State Life Insurance Company, dated April 19, 1913;
- L. Deed from Idaho State Life Insurance Company to Dave G. Devine, dated October 11, 1913;
- M. Deed from Idaho State Life Insurance Company to Hailey Water Company (September 1, 1915), corrected July 26, 1919;
- N. Sanborn Fire Insurance Map for the City of Hailey, dated October, 1920;
- O. Deed from Hailey Water Company to Peoples West Coast Hydro Electric Corp., dated November 6, 1926;
- P. Sanborn Fire Insurance Map for the City of Hailey, dated September, 1931;
- Q. Deed from West Coast Power Company to the City of Hailey, dated August 31, 1944;
- R. Agreement between City of Hailey and Indian Creek Ranch Owners Association, dated September 23, 1983

The documents detail the City's historical authorization to divert 2.62 cfs (131 miner's inches) during the irrigation season under 37-269A, as successor to Nancy M. Tucker; and 2.62 cfs (131 miner's inches) during the non-irrigation season under 37-717 and 37-1216, as successor to the Alturas Water Company.

1. 37-296A, 37-717, and 37-1216

a. *Tucker and Frost Decrees*

Water right no. 37-296 was originally decreed by the court in *Caldwell and Alturas Water Company v. Tucker et al.* (Fourth Jud. Dist., Blaine County, Dec. 24, 1900) (hereinafter *Tucker*) (attached hereto as Attachment F). There, Nancy M. Tucker was decreed "all of the waters of Indian Creek" during the irrigation season. *Tucker* at 1. The "Alturas Water Company

has the right and is entitled to the use, during that part of the year when said waters are not necessarily and properly used and in use for the purpose of irrigation on the lands of said Nancy M. Tucker . . . as much of said water as its pipeline will now convey . . . to the town of Hailey." *Id.* at 2 (emphasis added). The number assigned by the Department to the Alturas Water Company right was 37-1216. The *Tucker* decree established: (1) that Nancy M. Tucker, under 37-296, could divert all of the flow of Indian Creek during the irrigation season; and (2) that the Alturas Water Company, under 37-1216, could divert as much water during the non-irrigation season as its pipeline could then convey.

In *Frost*, the court reconfirmed 37-296 and stated that Hailey Water & Power Company, as the "successor of Nancy M. Tucker"⁵ was decreed "[a]ll of" "Indian Creek" during the irrigation season. *Frost* at 12.⁶ Speaking to 37-1216, the court explained the Alturas Water Company's practice of diverting water from Indian Creek during the "Winter season . . . for the purpose of supplying the inhabitants of the village of Hailey with water for domestic and other purposes; that said pipes were increased from 7 inches to ten inches in the year 1907." *Frost* at 98. Unlike *Tucker*, the court in *Frost* quantified the Alturas Water Company's non-irrigation season use of water under 37-1216 as 0.90 cfs, or 45 miner's inches:

That the Alturas Water Company be and is hereby awarded the right to the use of a certain amount of the waters of Indian Creek, sufficient to fill its water pipes of their present ten inches in diameter capacity, and this it is entitled to the use of such right during the Winter season of each and every year when it is unable to

⁵ The *Frost* decree was incorrect in its conclusion that Hailey Water and Power Company was the then-holder of 37-296. On September 22, 1903, Nancy M. Tucker conveyed 37-296 to Hailey Water and Power Company. Attachment G. On October 27, 1905, prior to issuance of the *Frost* decree, Hailey Water and Power Company conveyed its interest in 37-296 to Leo Cramer. Attachment H. The error in *Frost* is likely explained by the fact that the deed was not recorded until May 8, 1909, just months before the decree was issued. *Id.*

⁶ See also *Frost* at 95 and 98 (restating those portions of the *Tucker* decree that describe the irrigation and non-irrigation season relationship between 37-296 and 37-1216).

obtain its decreed right of 100 inches through the so-called Riley ditch⁷], and that the increased amount above the 45 inches awarded to it in the decree in the case of Caldwell, et al., vs. Tucker, et al., shall date from the first day of August, 1907.

Frost at 30 (emphasis added).

The “increased amount above the 45 inches [0.90 cfs]” was assigned water right no. 37-717. *Id.*

b. Deeds Conveying 37-296 to the City

On February 29, 1912, the Idaho State Insurance Company purchased assets of Leo and Sarah A. Cramer in a sheriff’s sale. Attachment K. The purchase included 37-296. *Id.* at 2. Cramers acquired 37-296 from Hailey Water and Power Company on October 27, 1905, but the deed was not recorded until May 8, 1909, shortly before issuance of the *Frost* decree.

Attachment H; *see also supra* footnote 5.

On October 11, 1913, the Idaho State Life Insurance Company deeded all but “131 inches” of its interest in 37-296 to Dave G. Devine. Attachment L at 2. “There is hereby expressly reserved and excepted from this conveyance 131 inches of the water of Indian Creek, being a portion of the waters of Indian Creek decreed to Hailey Water & Power Company in the [*Frost*] decree . . .” “as successor to Nancy M. Tucker . . .” *Id.* at 2 (emphasis added). The 131 miner’s inches reserved from the transaction by the Idaho State Life Insurance Company “shall be prior and paramount to any rights acquired by [David G. Devine] in the waters of Indian Creek under this conveyance.” *Id.* at 2-3 (emphasis added).

On September 1, 1915, the Idaho State Life Insurance Company deeded its unsubordinated interest in the first 130 miner’s inches from Indian Creek under 37-296 to the Hailey Water Company. *See* Attachment M (1919 correction deed referring to the 1915

⁷ The 100 inches of water refers to a split of the W.T. Riley right, 37-577, which was decreed in *Frost* for diversion from the Big Wood River. In the SRBA, the City claimed a portion of the Riley right under 37-10717. A partial decree for 37-10717 was issued by the Court on September 24, 2010. The partial decree authorizes diversion of 2.86 cfs from the Big Wood River for municipal purposes during the irrigation season with a priority of March 24, 1883.

conveyance). Due to a clerical error in the original conveyance, a correction deed was recorded on July 26, 1919, correcting that the conveyance was for “131 inches,” not “130 inches.” *Id.* at 1.

On November 6, 1926, the assets of the Hailey Water Company, which included the consolidated systems of the Alturas Water Company and the Cramer Water Company, supplemented by a water right formerly owned by the Hailey Water and Power Company, Ltd., were deeded to Peoples West Coast Hydro Electric Company. Attachment O. Specifically conveyed was the “right to use of the first 131 miners’ inches flowing from the springs forming the sources of Indian Creek identified as a partion [sic] of the water of said Creek decreed to the Hailey Water & Power Company (successor of Nancy M. Tucker)” *Id.* at 2.

On August 31, 1944, West Coast Hydro Electric Company deeded to the City of Hailey its interest in “use of the first 131 miner’s inches flowing from the springs forming the sources of Indian Creek identified as a portion of the water of said creek decreed to Hailey Water & Power Company” in the *Frost* decree. Attachment Q at 1.

c. Bases for Recommendations for 37-296C, 37-717, and 37-1216

The City filed objections to the recommended seasons of use for 37-296A, 37-717, and 37-1216, asserting that each claim should have been recommended for a year-round season of use. While the City claimed a year-round season of use for 37-296C and 37-717, it did not claim a year-round season of use for 37-1216.

Assuming for the sake of argument that the City claimed a year-round season of use for 37-1216, the quantity claimed by the City during the irrigation season would be 5.35 cfs (2.62 +

1.83 + 0.90).⁸ If the Department had recommended more than 2.62 cfs during the irrigation season, it would have resulted in enlargement of the decreed rights.

As the successor-in-interest to Nancy M. Tucker, the City is authorized to divert 2.62 cfs (131 miner's inches) under 37-296A during the irrigation season. The deeds of conveyance show that the City's split of 37-296 is superior to all other splits of the base right (e.g. 37-296B and 37-296C held by Homeowners). Both *Tucker* and *Frost* explain that the right decreed to Nancy M. Tucker could only be exercised during the irrigation season.

The *Tucker* decree explains that the right to divert water under 37-1216 was limited to the non-irrigation season. The non-irrigation season of use for 37-1216 was reconfirmed in *Frost* and additionally applied to 37-717. While unquantified in *Tucker*, 37-1216 was quantified in *Frost* as 0.90 cfs. This amount was claimed by the City in the SRBA during the non-irrigation season and was recommended as such by the Department.

In *Frost*, 37-717 was defined as the remaining capacity in the Alturas Water Company's 10 inch pipe. *Frost* at 30. In the SRBA, 37-717 was claimed by the City for 1.83 cfs for year-round use. In the Amended Director's Report, Attachment A, the Department recommended 1.72 cfs during the non-irrigation season.

In reviewing maps prepared by the Sanborn Map Company for fire insurance purposes that post-date quantification of the rights in the *Frost* decree, the City's primary water supply is described as "water from living springs on Indian Creek . . ." with an average flow of "131 miners' inches [2.62 cfs]." Attachments N & P (Sheet 1, "Water Facilities" inset).⁹ The

⁸ As recently as 1983, the City and Homeowners agreed that the City was authorized to divert no more than 131 miner's inches (2.62 cfs) from Indian Creek on a year-round basis from its decreed rights. Attachment R at 2-3, ¶ 2. The City's right to divert 131 miner's inches is senior to any additional flow diverted by the Homeowners. *Id.*

⁹ Sanborn maps were "originally created to help fire insurance companies assess the potential risks involved in underwriting policies." http://www.sanborn.com/products/fire_insurance_maps.asp (last visited December 15, 2010). Understanding the City's water supply would have been critical in preparing the maps.

Sanborn maps further describe a “10 [inch]” pipe diverting water from Indian Creek to the City. *Id*; see also *Frost* at 30, 98 (describing the “ten inch[.]” pipe). The Department’s understanding that the City’s water supply from Indian Creek was limited to a year-round diversion of 2.62 cfs is consistent with the Sanborn maps. This forms the basis for the Department’s recommendation of 1.72 cfs for 37-717. If the Department recommended in excess of 1.72 cfs for 37-717, the recommended rate of diversion from Indian Creek during the non-irrigation season would exceed 2.62 cfs. The recommended quantity for the irrigation season and non-irrigation season is also consistent with the September 23, 1983 Agreement between the City and Homeowners.

Attachment R at 2-3, ¶ 2.

In conclusion, any recommendation exceeding 2.62 during the irrigation season and 2.62 cfs during the non-irrigation season would constitute an enlargement of 37-296A, 37-717, and 37-1216.

2. 37-7854

In 1980, the City filed a permit with the Department to obtain a water right for hydropower purposes. In 2005, the Department issued a license for 37-7854. Attachment S. The licensed elements were recommended in the SRBA. Attachment T. Because of the consistency, there is no basis to alter or amend the Department’s recommendation in the SRBA.

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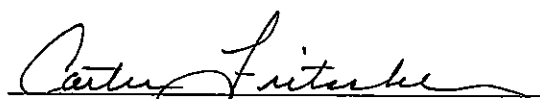
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IV. CONCLUSION

The Department's recommendation for subcase numbers 37-296A, 37-717, 37-1216, and 37-7854 are based on the information presented and reasonable conclusions drawn therein. The Department therefore respectfully requests that the Court recommend the rights as described in this Report.

Submitted this 17th day of December, 2010.

A handwritten signature in black ink, appearing to read "Carter Fritschle", written over a horizontal line.

Carter Fritschle
Manager, Adjudication Section

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served a true and correct copy of the following described document on the persons listed below by United States mail with the correct postage affixed thereto on this 17TH day of December, 2010.

Document Served:

Supplemental Director's Report Regarding Subcase No. 37-296A et al.

Persons Served:

Randall C. Budge Racine Olson 201 E. Center St. P.O. Box 1391 Pocatello, ID 83204-1391	Patrick D. Brown Hutchinson Brown 104 Lincoln St. P.O. Box 207 Twin Falls, ID 83303-0207
Craig D. Hobdey 125 5 th Ave. W. P.O. Box 176 Gooding, ID 83330	Dana L. Hofstetter 608 W. Franklin St. Boise, ID 83702


Idaho Department of Water Resources

ATTACHMENT INDEX

- A. Amended Director's Report, dated September 30, 2010;
- B. Sanborn Fire Insurance Map for the City of Hailey, dated January, 1885;
- C. Sanborn Fire Insurance Map for the City of Hailey, dated June, 1888;
- D. Sanborn Fire Insurance Map for the City of Hailey, dated August, 1890;
- E. Sanborn Fire Insurance Map for the City of Hailey, dated August, 1897;
- F. *Caldwell and Alturas Water Company v. Tucker et al.* (Fourth Jud. Dist., Blaine County, Dec. 24, 1900);
- G. Deed from Nancy Tucker to Hailey Water and Power Company, dated September 22, 1903;
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- I. Sanborn Fire Insurance Map for the City of Hailey, dated November, 1907;
- J. *S.C. Frost et al. v. Alturas Water Company, et al.* (Fourth Jud. Dist., Lincoln County, December 13, 1909);
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- P. Sanborn Fire Insurance Map for the City of Hailey, dated September, 1931;
- Q. Deed from West Coast Power Company to the City of Hailey, dated August 31, 1944;
- R. Agreement between City of Hailey and Indian Creek Ranch Owners Association, dated September 23, 1983;
- S. License for 37-7854; and
- T. SRBA Recommendation for 37-7854.

Attachment A

AMENDED DIRECTOR'S REPORT
By _____
Subcase Nos. 37-296A, 37-717 and 37-1216

DISTRICT COURT-SRBA Fifth Judicial District County of Twin Falls - State of Idaho	
SEP 30 2010	
By _____	Clerk
_____	Deputy Clerk

In Re SRBA
Twin Falls County Civil Case No. 39576

Report to the SRBA District Court

Prepared by the Idaho Department of Water Resources
Gary Spackman, Interim Director
Carter Fritschle, Manager, Adjudication Section

September 30, 2010

DESCRIPTIVE SUMMARY

This is an Amended Director's Report submitted by the Director of the Idaho Department of Water Resources (the Department).

DISCUSSION

The Director submits the attached Amended Director's Report for subcases 37-296A, 37-717 and 37-1216 with the approval of Special Master Brigitte Bilyeu and the claimant, the City of Hailey. In the process of objection resolution, additional information involving these subcases has been considered by the Department. In order to assist the parties in narrowing the scope of possible trial issues, the Director felt the parties would be better served with this information available for consideration.

This Amended Director's Report corrects the period of use of water right 37-296A to the irrigation season of 04/15 to 10/31 rather than the 01/01 to 12/31 year round period of use as it was originally decreed as an irrigation right. In addition, clarifying language has been added to the priority date element of City of Hailey right 37-296A, which involves related water rights 37-296B and 37-296C, claimed by Indian Creek Ranch Owners Association Inc. Additional information on water rights 37-296B and 37-296C is provided in the Amended Director's Report in subcases 37-296B, 37-19740 and 37-21412, which is filed concurrently with this Report. The recommended quantity of water right 37-717 has been adjusted from the claimed and recommended amount of 1.830 cfs to 1.720 cfs, the quantity of water originally decreed. Finally, to more accurately describe the source of water rights 37-296A, 37-717 and 37-1216, the source is now identified as Indian Creek Spring instead of Indian Spring as originally claimed and recommended. The Director notes the recommendation of City of Hailey water right 37-7854

AMENDED DIRECTOR'S REPORT

remains unchanged from the prior recommendation.

Respectfully submitted this 30 day of SEPTEMBER 2010.


for CARTER FRITSCHLE
Manager, Adjudication Section

AMENDED DIRECTOR'S REPORT

09/17/2010

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-296A

NAME AND ADDRESS: CITY OF HAILEY
115 S MAIN ST #H
HAILEY ID 83333

SOURCE: INDIAN CREEK SPRING

TRIBUTARY: INDIAN CREEK

QUANTITY: 2.620 CFS

PRIORITY DATE: 04/01/1880

Pursuant to a call in times of scarcity, this right is senior to Water Right
Nos. 37-296B and 37-296C.

POINT OF
DIVERSION:

T03N R18E S23 SENW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

MUNICIPAL

04/15 10/31

2.620 CFS

PLACE OF USE:

Place of use is within the service area of the City of Hailey municipal water
supply system as provided for under Idaho Law.

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

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

09/17/2010

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-717

NAME AND ADDRESS: CITY OF HAILEY
115 S MAIN ST #H
HAILEY ID 83333

SOURCE: INDIAN CREEK SPRING

TRIBUTARY: INDIAN CREEK

QUANTITY: 1.720 CFS

PRIORITY DATE: 08/01/1907

POINT OF
DIVERSION:

T03N R18E S23 SENW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

MUNICIPAL

11/01 04/14

1.720 CFS

PLACE OF USE:

Place of use is within the service area of the City of Hailey municipal water supply system as provided for under Idaho Law.

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

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

09/17/2010

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-1216

NAME AND ADDRESS: CITY OF HAILEY
115 S MAIN ST #H
HAILEY ID 83333

SOURCE: INDIAN CREEK SPRING

TRIBUTARY: INDIAN CREEK

QUANTITY: 0.900 CFS

PRIORITY DATE: 04/01/1884

POINT OF
DIVERSION:

T03N R18E S23 SENW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

MUNICIPAL

11/01 04/14

0.900 CFS

PLACE OF USE:

Place of use is within the service area of the City of Hailey municipal water supply system as provided for under Idaho Law.

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

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

CERTIFICATE OF SERVICE

I certify that on Sept. 30, 2010, I caused to be served a true and correct copy of this Amended Director's Report, to the following persons, in the manner indicated and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P.O. Box 2707
Twin Falls, ID 83303-2707

☐ Overnight Mail
☐ Regular Mail
☐ Hand-Delivered
☒ Facsimile

2. Copies to:

Chief, Natural Resources Div.
Office of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☐ Facsimile

United States Department of Justice
Environment & Natural Resources Div.
550 W. Fort Street MSC 033
Boise, ID 83724

☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☐ Facsimile

Blaine County Courthouse
201 2ND Ave. S Ste 110
Hailey, ID 83333

☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☐ Facsimile

Patrick D. Brown
Hutchinson & Brown LLP
P.O. Box 207
Twin Falls, ID 83303-0207

☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☐ Facsimile

Craig D. Hobdey
Hobdey & Hobdey
P.O. Box 176
Gooding, ID 83330

☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☐ Facsimile

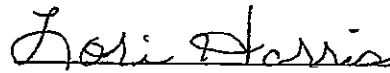
Randall C. Budge
Candice M. McHugh
Thomas J. Budge
Racine Olson
P.O. Box 1391
Pocatello, ID 83204-1391

☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☐ Facsimile

3. Courtesy copy to:

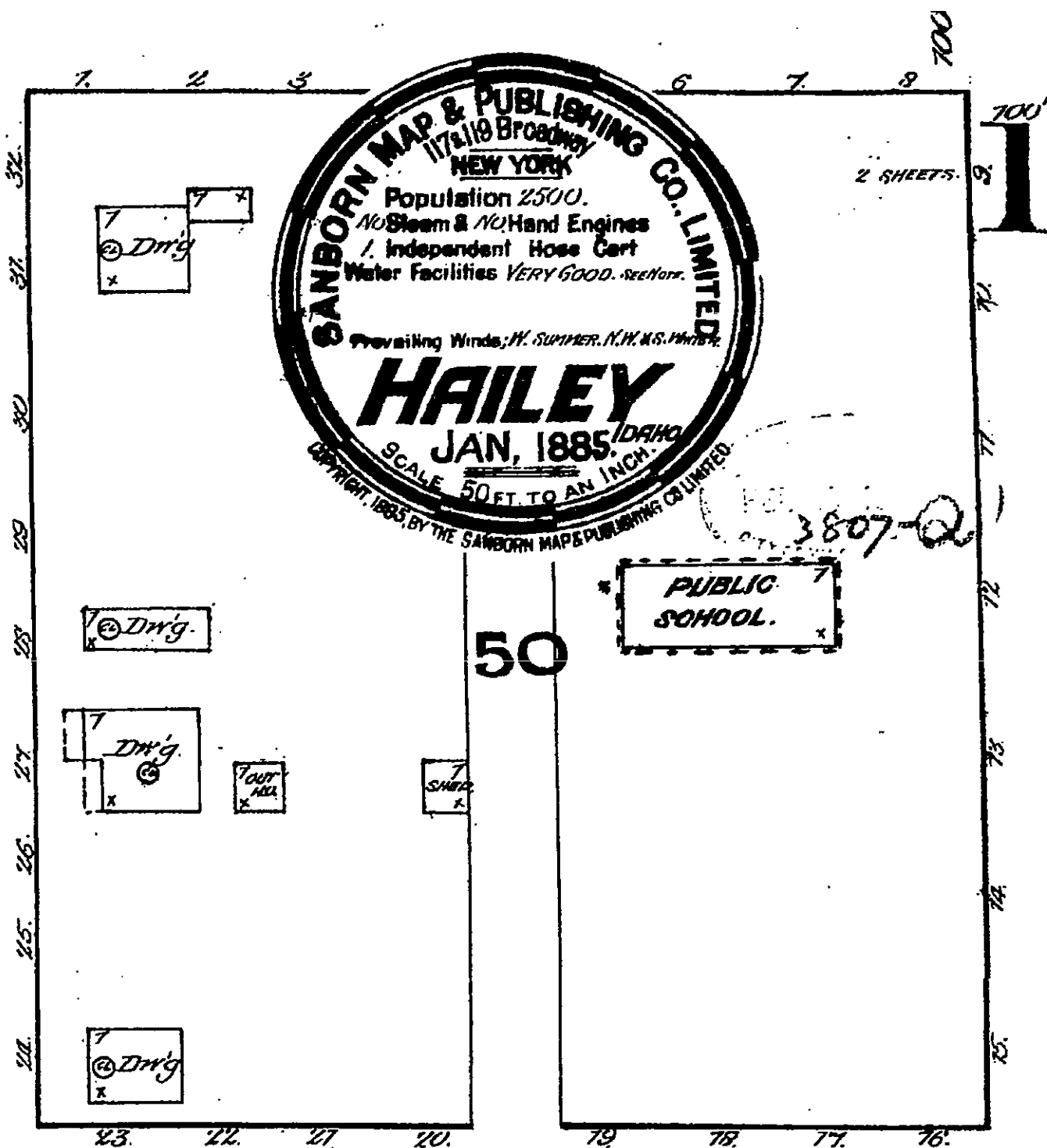
Dana L. Hoffstetter
Hoffstetter Law Office LLC
608 West Franklin St.
Boise, ID 83702

☐ Overnight Mail
☒ Regular Mail
☐ Hand-Delivered
☐ Facsimile



Signature of person delivering form

Attachment B



NOTE.

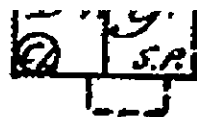
WATER SUPPLY: 30000 GAL' RESERVOIR, ELEVATED 110' ABOVE TOWN LEVEL, FILLED BY MOUNTAIN STREAMS. WATER IS CONVEYED TO TOWN THROUGH 10", 7" & 6" MAINS & DISTRIBUTED THROUGH 5", 4" & 3" PIPES. WATER PIPES & HYDS ARE SECURED AGAINST FREEZING. PRESSURE AT HYDS 37 LBS. PER. SQ. IN.

VOLUNTEER FIRE DEPARTMENT OF 50 MEMBERS. 1 HOSE CART 600' NEW 2 1/2" CARBOLIZED RUBBER HOSE, 6 LADDERS, 3 FIRE HOOKS. 50 FIRE BUCKETS, AXES & C. 1 FIRE ALARM BELL. 1 NIGHT WATCHMAN EMPLOYED BY TOWN AUTHORITIES.

100'

Attachment C

ER & RESE LIVERY



35'



SANBORN MAP & PUBLISHING CO., LIMITED
117 & 119 Broadway
NEW YORK

Population: 2000

No Steam & No Hand Engines

Independent Hose Cart

Water Facilities: SEE NOTE.

Prevailing Winds: W. IN SUMMER

N.W. & S. IN WINTER

HAILEY ALTURAS CO.
IDAHO
JUNE 1888.

SCALE 50 FT. TO AN INCH.

COPYRIGHT 1888 BY THE SANBORN MAP & PUBLISHING CO., LIMITED



Dn



1 S.P.

HURCH



BELL
TOWER

25'

NOTE:

WATER SUPPLY.
15000 GALLS RESERVOIR
ELEVATED 117' ABOVE LEVEL
OF MAIN ST. 1 1/2 MILES
DISTANT FROM COURT RD.
FILLED BY CREEK. WATER
CONVEYED TO TOWN THROUGH
10" 7" & 6" MAINS & DISTRIBUTED
THROUGH 5" AND 2 1/2" PIPES.
5 HYDRANTS.
HYD'TS. & PIPES SECURED AGAINST
FREEZING. PRESSURE TO 30 INCH
OF HYD'TS 37 LBS.

29

30

20.

(13)

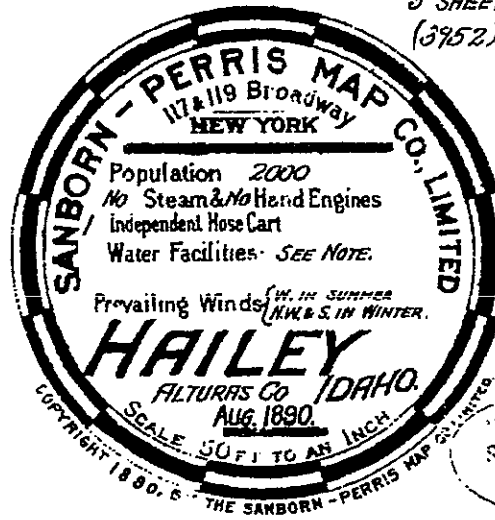
Attachment D

NOTE.

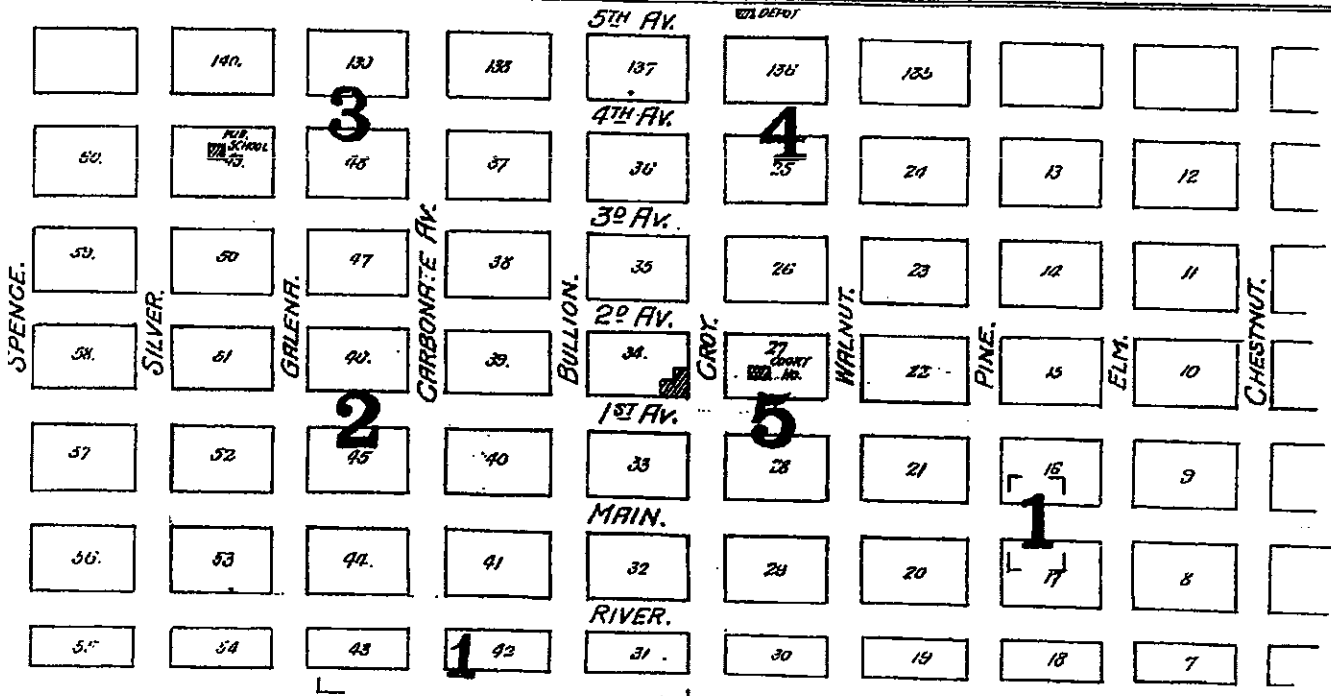
WATER FACILITIES. EARTH RESERVOIR CAP. 150000 GALLS. SITUATED 1 1/2 MILES N.E. OF COURT HO. & ELEV'D. 110' ABV. MAIN ST. SUPPLY OBTAINED FROM CREEK. WATER CONVEYED TO TOWN THROUGH 10" 7" & 6" MAINS & DISTRIBUTED THROUGH 5" & 2 1/2" PIPES. AVE. PRESSURE AT HYDTS. 37 LBS. 5 HYDTS. 1200' GOOD CUTTON ROSE. SMALL OUTPAT HOOS & LADDERS ON CART. ORGANIZED CO. OF 32 MEN.

5 SHEETS
(3952)

1



WOOD RIVER RR. U.P. R.R.

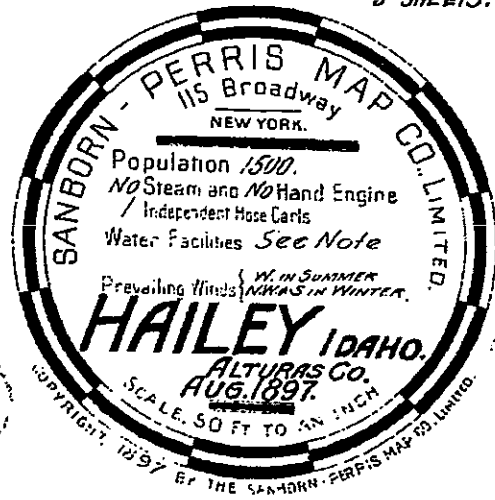


Attachment E

NOTE.

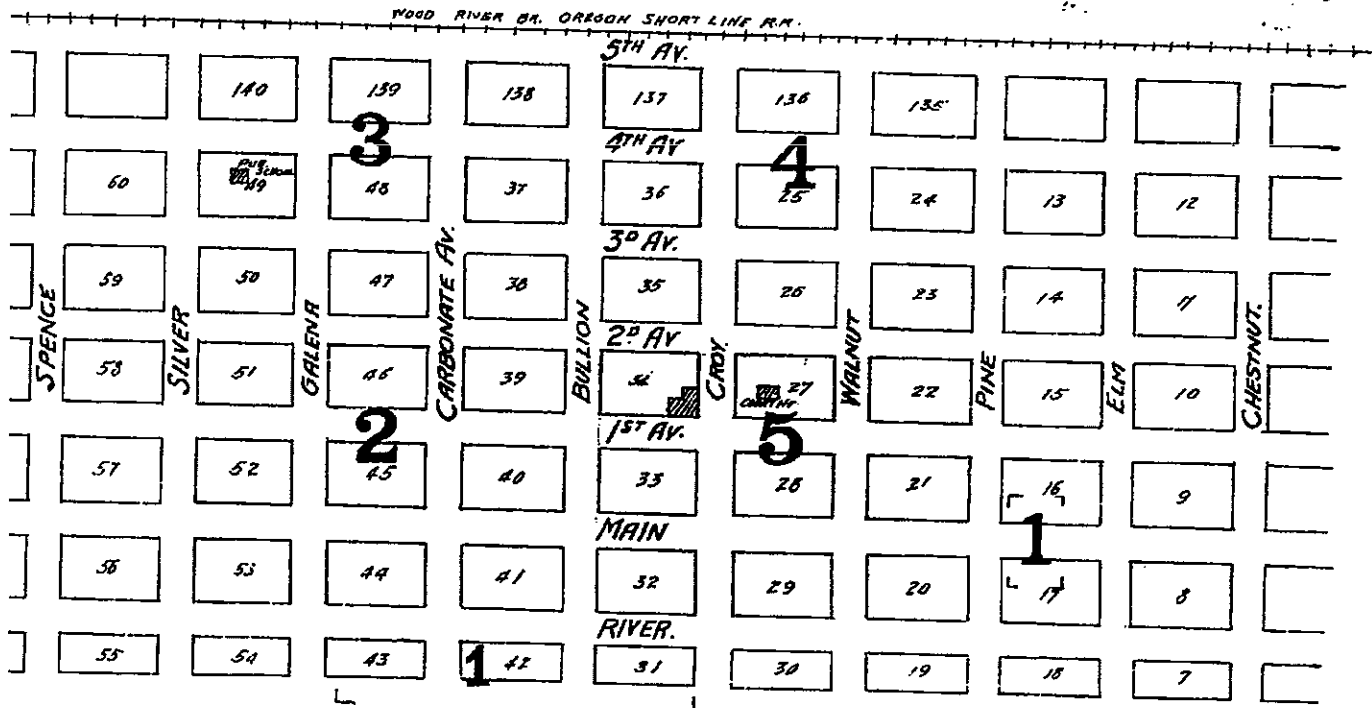
Water Facilities: EARTH RESERVOIR CAP. 15,000 GALS. SITUATED 1 1/2 MILES N.E. OF COURT HO AND ELEV'D 110' ABOVE MAIN ST. SUPPLY OBTAINED FROM CREEK, CONVEYED TO TOWN THRO. 10" 786' MAINS & DISTRIBUTED THROUGH 6" & 2 1/2" PIPES AVER. PRESSURE AT HYDS. 37 LBS. 5 HYDS. 900' GOOD COTTON ROSE, SMALL OUTFIT. HOONS & LADDERS ON CHRT. ORGANIZED CO. OF 25 MEN.

5 SHEETS.



1

(1771-21)



Attachment F

5

37-NX

In the District Court of the Fourth Judicial District
of the
State of Idaho, in and for the County of Blaine.

A. Caldwell and Alturas Water Company,

Plaintiffs,

vs.

S. M. Tucker, Nancy M. Tucker, S. T. Tucker, Emma

C. Tucker, George H. Knight, I. I. Lewis, and

Henry Guyer, Defendants.

))) - - - - - (((

This cause came on regularly to be tried before the Court and a jury. The plaintiffs appeared by their counsel, F. E. Ensign and G. M. Parsons, and all of the defendants, except Lewis and Guyer, who did not answer nor appear at the trial, by their counsel, Lyttleton Price and L. L. Sullivan. A general verdict was rendered against the plaintiffs and the jury also rendered a special verdict of facts submitted to it. The cause being thereupon argued and submitted to the Court for its decision and judgment and the Court being fully advised, after due deliberation it decided the same and filed its decision in writing and its findings of fact and conclusions of law. Wherefore, by reason of the law and the premises, it is ordered, adjudged and decreed: JUN 05 1996

That the defendant, Nancy M. Tucker, is the owner and entitled to the possession and use of all the waters of Indian Creek, a stream flowing into the Easterly side of Wood River Valley about two miles

above the town of Hailey, in Blaine County, Idaho. That neither of the plaintiffs has any right, title or interest in or to said water or any part thereof. ³⁷⁻¹²¹⁶ EXCEPT AND PROVIDED, however, that the Alturas Water Company has the right and is entitled to the use, during that part of the year when said waters are not necessarily and ~~properly~~ properly used and in use for the purpose of irrigation on the lands of said Nancy M. Tucker and the lands lying along said creek above the reservoir of said water company, of as much of said water as its pipe line will now convey from its said reservoir delivered through its system of mains and service connections to the town of Hailey which is hereby adjudged and decreed to it, to be used by it in said quantity and at the time stated. ^{412 P98 37-G-Frost Decree}

It is further ordered that the defendants have and recover their costs and disbursements expended herein, taxed at Sixty eight & 90/100 dollars.

Dated, December 24, 1900.

C. O. Stockslager,

District Judge.

Certificate of True Copy.

STATE OF IDAHO,

County of Blaine

} ss.

I, W. F. Horne

Clerk of the District Court of the Fourth Judicial

District of the State of Idaho, in and for the County of Blaine, do hereby certify that the foregoing is a true and correct copy of the original Decree

in the above entitled action now on file of record in my office,
Given under my hand and the seal of said Court, at office in Hailey, this, the 31st

day of July A.D. 1909.

Attest:

By W. F. Horne

Clerk.

Deputy

JUN 05 1996

JUN 05 1996

Attachment G

Instrument Number 758

Warranty Deed

1515

Nancy M. Tucker to Haily Water & Power Co.

This Indenture, Made the 22nd day of September, in the year of our Lord one thousand nine hundred and three, between Nancy M. Tucker, widow, of Blaine County, State of Idaho, the party of the first part, and The Haily Water & Power Company, Limited, a corporation organized and existing under and by virtue of the laws of the State of Idaho, the party of the second part.

Witnesseth: That the said party of the first part, for and in consideration of the sum of Twenty-two thousand (\$22,000⁰⁰) dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, remised, released, alienated and confirmed, and by these presents does grant, bargain, sell, remise, release, alienate and confirm unto the said party of the second part, and to its successors and assigns forever, all the following described lots, pieces, or parcels of land, situated in the County of Blaine, State of Idaho, known and described as follows, to wit:

The S. E. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ and the W. $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of Sec. 28; the N. W. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ and the S. E. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$ of Sec. 33; subject to a mortgage of \$2,000⁰⁰, due 3 years after date, bearing 6% interest, given by the said first party to Mrs. Cynthia A. Davy, said mortgage recorded in Book 47, page 229 of Mortgage Records of the records of said Blaine County; said second party hereby assumes the same and agrees to pay the interest thereon, from October 1, 1908.

And the S. $\frac{1}{2}$ of the N. W. $\frac{1}{4}$ and the N. W. $\frac{1}{4}$ of the S. W. $\frac{1}{4}$ of Sec. 28; the N. E. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ and the S. $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ and the S. E. $\frac{1}{4}$ of the S. W. $\frac{1}{4}$ of Sec. 22; the N. E. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$ of Sec. 27; and the S. W. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ of Sec. 33; subject to the unpaid portion of a certain mortgage in the sum of \$2,000⁰⁰ made by the said first party to the Union Central Life Insurance Co., dated July 3, 1901, bearing interest at the rate of 10%, recorded in Book of N. of Mortgages, page 91, of the said Blaine County records, and the said second party hereby assumes the

Limited, a corporation organized and existing under and by virtue of the laws of the State of Idaho, the party of the second part.

Witnesseth: That the said party of the first part, for and in consideration of the sum of Twenty-two thousand ("22,000") dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, remised, released, alienated and confirmed, and by these presents does grant, bargain, sell, remise, release, alienate and confirm unto the said party of the second part, and to its successors and assigns forever, all the following described lots, pieces, or parcels of land, situated in the County of Blaine, State of Idaho, known and described as follows, to wit:

The S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ and the W $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of Sec. 28; the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ and the S.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Sec. 33; subject to a mortgage of \$2000.00, due 3 years after date, bearing 6% interest, given by the said first party to Mrs. Cynthia A. Dwyer, said mortgage recorded in Book 47, page 229 of Mortgage Records of the records of said Blaine County; said second party hereby assumes the same and agrees to pay the interest thereon, from October 1, 1908.

And the S $\frac{1}{2}$ of the N.W. $\frac{1}{4}$ and the N.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Sec. 23; the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ and the S $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ and the S.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Sec. 22; the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Sec. 27; and the S.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Sec. 33; subject to the unpaid portion of a certain mortgage in the sum of \$2000.00, made by the said first party to the Union Central Life Insurance Co., dated July 3, 1901, bearing interest at the rate of 10%, recorded in Book of N. of Mortgages, page 91, of the said Blaine County records and the said second party hereby assumes the same and agrees to pay the interest thereon, from October 1, 1908.

And the W $\frac{1}{2}$ of the N.W. $\frac{1}{4}$ of Sec. 27; the S.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Sec. 28, and the N.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ and the E $\frac{1}{2}$ of the S.W. $\frac{1}{4}$ of Sec. 33.

All of the above described lands situated north 3 N. of Road 10

And also the $W\frac{1}{4}$ of the $N. E\frac{1}{4}$ and $S. E\frac{1}{4}$ of Sec. 4, T. 2, N. of R. 18 E.; and that portion of lot 3 and the $S. E\frac{1}{4}$ of the $N. W\frac{1}{4}$ of said Sec. 4 lying and situated E. of the Wood River Branch of the Oregon Short Line Railroad, containing about 30 acres.

Together with all the right, title and interest of the said first party in and to the water of Indian Creek, said Blaine County, and also any and all interests of the said first party of, in and to what is known as the Mizer, Tucker + Mizer Ditch and the water right from Big Wood River.

Saving and excepting fifty (50) inches of water from what is known as the Big or Town Ditch taken from Big Wood River.

Also excepting one (1) acre more or less, lying N. of the Indian Creek road, situated in the $E\frac{1}{2}$ of the $S. W\frac{1}{4}$ of Sec. 33 hereinbefore described, and also excepting one and one-half acres more or less, lying West of said Wood River Branch of the Oregon Short Line Railroad, situated in said $E\frac{1}{2}$ of the $S. W\frac{1}{4}$ of Sec. 33.

The said second party hereby assumes and agrees to pay two certain mortgages, dated September 12, 1903, one in the sum of \$3500⁰⁰, and the other in the sum of \$350⁰⁰, both executed by the said first party in favor of the Utah Mortgage Loan Corporation, upon a portion of the lands and water rights hereinbefore described.

Together with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and Hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever.

And the said party of the first part, for herself, her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of signing and delivery of these premises to

Attachment H

Also excepting one acre (1) more or less, lying North of the railroad, situated in the East half of the South West quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$) of said Section thirty three (33) and also excepting one and one half acres, more or less, lying West of said Wood River Branch of the Oregon Short Line Railroad, situated in said East half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of said Section thirty three (33).

This conveyance is made subject to those certain mortgages of record in said county, affecting various parts of the lands above described, and to such parts thereof as may remain unpaid, said mortgages being described as follows:-

Mortgage of \$2000.00, dated May 2, 1903, due three years after date, bearing 6% interest, recorded in Book 47 of Mortgage Records, page 229, to Mrs. Cynthia A. Davey.

Mortgage of \$2000.00, dated July 3, 1901, bearing 10% per annum interest, recorded in Book N of Mortgage records, page 91, to the Union Central Life Insurance Company.

Mortgage of \$3500.00, dated Sept. 12, 1903 due Oct. 1, 1908, bearing 6% per annum interest, recorded in Book O of Mortgages, p. 34, to the Utah Mortgage Loan Corporation.

Mortgage of \$3350, dated Sept. 12, 1903, payable in instalments, bearing no interest until maturity, recorded in Book O of mortgages page 50, to said Utah Mortgage Loan Corporation, and

Mortgage of \$4900, dated Sept. 23, 1903, bearing 6% per annum interest, recorded in Book 47 of Mortgages, page 244, to Nancy M. Tucker, and assigned to W. S. Gehr.

Which said mortgages and the unpaid parts thereof, said second party assumes and agrees to pay.

The property hereby conveyed being the same property conveyed to the first party hereto by Nancy M. Tucker, by deed dated September 22, 1903, recorded in Book 52 of Deed, page 515, of the records of said Blaine County.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

And the said party of the first part, for itself, and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of signing and delivery of these presents it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind or nature soever; and the above bargained premises in the quiet and peaceable possession of the said party of the second part.

heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend, save as to the encumbrances aforesaid.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be executed by its President and Secretary and affixed its corporate seal hereunto the day and year first above written.

Signed, and Delivered in Presence of

The Hailey Water & Power Company, Limited

Thos. F. Terrell.

By James H. Brady, (Seal)

President.

Attest W. S. Chaney, (Seal)

Secretary.

CORPORATE SEAL.

STATE OF IDAHO,

1

SS.

COUNTY OF BANNOCK.

1

On this 27th day of October, 1905, before me, THOS. F. TERRELL, a Notary Public in and for said County and State, personally appeared JAMES H. BRADY known to me to be the President and W. S. CHANEY known to me to be the Secretary of the Corporation that executed the foregoing instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

(Seal)

Thos. F. Terrell,

My Commission expires Feby. 5th, 1906.

Notary Public.

Recorded at the request of Leo Cramer at 10:25 A.M., May 8, 1909.

W. F. Horne,

By M. L. Fuld, Deputy.

County Recorder.

Attachment I



Nov. 2, 1908
E
12630

WATER FAC.:— TWO SEPARATE SYSTEMS, THE ALTURAS WATER CO. & THE CRAMER WATER CO.

THE ALTURAS W. CO.:— EARTH RESERVOIR, CAP'Y 150,000 GALS, SITUATED 1½ MI. N.E. OF COURT HO. AND CLEVD 110' ABV. MAIN ST. — SUPPLY OBTAINED FROM CREEK CONVEYED TO TOWN THRO' 10" & 6" MAINS & 5" & 2½" BRANCHES. — 6 HYDS. AVGE PRESSURE AT HYDS 39 LBS.

THE CRAMER W. CO.:— 330,000 GAL. RESERVOIR SITUATED 2000' W. & 30' ABOVE 100' MAIN ST., SUPPLIED FROM WELL BY 2 TRIPLEX ELEC. PS. OF 20 & 30 HP, RESPECTIVELY, THRO' 6" PIPE & FROM RESERVOIR TO TOWN 8" & 6" MAINS & 4" BRANCHES AVGE PRESS. AT HYDS 10 LBS. DIRECT PRESSURE OF 100 LBS WITH 12 HYDS.

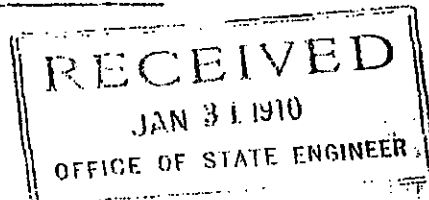
FIRE DEPT.:— VOLUNTEER CO. OF 20 MEN. — NO STEAM & NO HAND ENG. — 1 INDEP. HOSE CART 1250' HOSE (2½") IN GOOD CONDITION. — HOOKS & LADDERS ON CART.

LTS: ELEC.

STREETS: LEVEL.

Attachment J

In the District Court of the Fourth Judicial District
of the
State of Idaho, in and for the County of Lincoln.



B. C. Frost, et al.,

Plaintiffs,

vs.

Alturas Water Company, et al.,

Defendants.

DECREE.

This cause coming on to be heard this 6th day of October, 1909, upon the Report of F. J. Cowen, Referee heretofore appointed for the purpose of taking the testimony and making recommendations as to Findings of Fact, Conclusions of Law and Decree, to be entered herein, and the said F. J. Cowen having filed his Report of the testimony taken, and his recommendations as to Findings of Fact, Conclusions of Law, which have heretofore been adopted, and the respective plaintiffs and defendants and cross-complainants appearing herein by their respective counsel, and the court being fully informed and advised in the premises, and having ordered that judgment be entered in accordance with the Report and recommendations of the said Referee, Wherefore, by reason of the law and the Report and Findings of Fact and Conclusions of Law aforesaid,

It is Ordered, Adjudged and Decreed, that the several parties, plaintiffs and defendants herein named, receive judgment respectively for

JUN 14 1996

MICROFILM

7-0275	Gooding, Fred. W.	220 inches.	46	May 15, 1883.	Big Wood River.
7-0276	"	200	103	June 1, 1885.	" " "
7-0277	"	75	203	May 1, 1893.	" " "
7-0278	"	126	214	May 1, 1895.	" " "
7-0279	"	60	218	Nov. 18, 1896.	" " "
7-0280	"	80	240	Oct. 20, 1902.	" " "
7-0281	"				
					(Also shares in Big Cottonwood Canal Co.)
7-0282	Gooding, Thomas H.	50	✓	Apr. 1, 1877.	Little Wood River.
7-0283	"	100	91	Apr. 5, 1885.	" " "
7-0284	"	10	129	Apr. 1, 1887.	" " "
7-0285	"	280	218	Nov. 18, 1896.	Big Wood River.
7-0286	"				(Also shares in Big Cottonwood Canal Co.)
37-0287	Gooding, Walter	152	79	June 1, 1884.	Big Wood River.
7-0288	"	160	224	May 15, 1897.	" " "
37-0289	Green, Miss Belle, Guardian.	350	44	May 1, 1883.	Trail Creek.
	Grenfell, Annie, and John Edwards				(See John Edwards and Annie Grenfell.)
7-0290	Gray, John J.	All of creek.			Burgess Creek } Trans 714
7-0291	"	All of creek.			Early Creek. }
7-0292	Gruber, George	100 inches.	42	Apr. 1, 1892.	Little Wood River. (Also shares in Little Wood River Canal Co.)
37-0293	Gunn, Frank	120	301	Apr. 23, 1906.	Big Wood River.
37-0294	Gunn, Frank P.	100	711	Nov. 15, 1897.	" " "
37-0295	Gunn, William R.	100	301	Apr. 23, 1906.	" " "
37-0296	Haller Water & Power Company	All of creek.		(Exclusive right, as successor of Nancy M. Tucker.)	Indian Creek.
37-0297	Do.	1500 inches.	12	Nov. 26, 1886.	Big Wood River.
37-0298	Hart, S. G.	200	109	Sept. 18, 1885.	" " " Trans 41-505
7-0299	Hardin, Arthur L.	150	111	Nov. 2, 1885.	" " "

Williams, A.	100 inches.	June 15, 1891.	Big Wood River. Trans #207
Williams, A. H.	400 "	June 15, 1891.	" " Trans #35-208-325
Wilson, Samuel B.	110 "	May 31, 1883.	" Trans #1086
Wilson, Susan	140 "	May 15, 1883.	Little Wood River. ^{Cancelled} 469-507-626
Wondershak, John	80 "	July 10, 1884.	Big Wood River.
Woodworth, H. L.	50 "	Apr. 1, 1877.	Little Wood River.
"	50 "	Feb. 22, 1883.	" " "
Vorden, Ruth S.	160 "	Nov. 29, 1907.	Big Wood River.
"	160 "	Nov. 29, 1907.	" " "
Vorthington, O. H.	65 "	June 1, 1887.	Aubrey Creek. Trans #1200
Wancher, James A.	200 "	June 10, 1880.	Big Wood River. #75
Young, H. A.	140 "	Oct. 1, 1890.	" " "
Young, H. A.	140 "	July 2, 1883.	Soldier Creek.
"	100 "	Apr. 30, 1884.	Little Deer Creek.

That the users of water from the so-called dry streams, (to-wit: Break's Creek, Bullion Creek, Burgess Creek, Camp Creek, Chimney Creek, Corral Creek, Cow Creek, Groy Creek, Deer Creek, Dry Creek, Dyer Creek, Early Creek, Elk Creek, Greenhorn Creek, Guy Hollow, Hix's or Boardman's or Sheep Creek, Indian Creek, Lansing Creek, Little Deer Creek, Little Wood River above its junction with Silver Creek, Minnehaha Creek, Monumental Creek, Muldoon Creek, Rock Creek, Smidt Creek, Soldier Creek, Spring Creek, Three Mile Creek or Four Mile Creek, Upper Malad River, Warm Springs Creek near Bailey, West Fork of Rock Creek, and Willow Creek) are entitled to their various amounts and priorities, as among themselves, as of the date of the date and amounts hereby awarded, regardless of the rights of the users of waters of the main stream and other streams involved in this action, and that the appropriators and users of water from other streams are not entitled to have the waters of said dry streams continue to flow down to where their channels unite with the streams into the main stream.

That Fred. W. Taylor and Adam Island are entitled to 320 inches of

900-580

the waters of Silver Creek, as of a prior and exclusive right, so long as they maintain their certain dam and prevent the waters of Silver Creek from wasting through the Picabo Lake or sink-holes.

0118 That R. F. Buller and Rosa B. Buller are entitled to 400 inches of water in their swamp ditch, as of a prior and exclusive right, so long as they maintain their said swamp ditch, and continue to develop that amount of water therein. ~~WAS~~ #3257.

0407 That M. S. Lawson be and he is hereby awarded the right to use a certain amount of the waters of Silver Creek, during the high water season, or at such other times as the waters of said stream are not in use for irrigating purposes, sufficient to fill his said reservoir described in the Findings herein.

0717 That the Alturas Water Company be and it is hereby awarded the right to the use of a certain amount of the waters of Indian Creek, sufficient to fill its water pipes of their present ten inches in diameter capacity, and that it is entitled to the use of such right during the Winter season of each and every year when it is unable to obtain its decreed right of 100 inches through the so-called Hiley ditch, and that the increased amount above the 45 inches awarded to it in the decree in the case of Caldwell, et al., vs. Tucker, et al., shall date from the first day of August, 1907.

See Decrets It is Further Ordered, Adjudged and Decreed that the respective parties, plaintiffs and defendants, in the various actions named in the Findings herein, to-wit: M. R. Woodworth, et al., vs. Frank Anthony, et al., George H. Abbott, et al., vs. William B. Ready, et al., E. W. Moore and Thurston Hutchins, as firm of Moore and Hutchins, vs. James McGowan, et al., A. Caldwell and Alturas Water Company vs. S. M. Tucker, et al., and John W. Dwyer and John A. Boggs vs. E. S. Morley, et al., -- they and their successors in interest, be and they are hereby awarded the right to the use of the waters of Big Wood River and its tributaries, and the various dry streams named in said decrees, to the extent that they are re-

JUN 04 1906

spectively awarded such use in the various actions and decrees to which they are parties, respectively; but that this right shall not be construed to be a double appropriation of the waters of said streams, and wherein the said parties are reawarded such amounts in this decree, they and their successors in interest, respectively, shall be entitled to the use of only one of such rights, to-wit: either the right named in said decrees, or the right otherwise awarded in this decree.

It appearing to the court herein that the necessary costs, expenses and disbursements incurred in connection with the taking of the testimony in this action, and in the preparation and filing of the decree herein, together with the necessary costs and expenses of the distribution of the waters of said stream for the season of 1909, amount to the sum of approximately \$2700.00, in addition to the amounts heretofore paid by the respective parties to this action, and that there is filed herewith a tabulated statement apportioning such costs as near as may be among the various claimants and decreed rights in this action,

It is Therefore Further Ordered, that the various parties, plaintiffs and defendants herein, pay to the Clerk of this court the respective amounts set opposite their names in the said statement, for which execution may issue herein.

And it is Further Ordered, that none of the parties hereto, or their successors in interest, shall be entitled to the use of any water under the terms of this decree until the respective amounts as assessed in said statement shall be paid into court.

And it is Further Ordered, that each party hereto shall pay his own necessary costs for witnesses and other individual expenses.

Dated at Pocatello, Idaho, December 13th 1909.

Alfred M. Edge

Presiding Judge.

JUN 04 1996
-31-

3 1A

STATE of Idaho
County of Lincoln

RECEIVED

MAR 11 1976

Department of Water Resources

Order of Confirmation

Jay McClure Clerk of the District Court, and Ex-Officio Recorder in and for the County of Lincoln, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of the original Findings of Fact & Conclusions of Law now on file in my office, to the same appear on the Records of said Lincoln County, State of Idaho in Book 7 at page 58.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal this 10 day of March, A. D. 1976

Jay McClure Auditor
Clerk - Ex-Officio Recorder
By Lawrence H. Halsey Deputy

In the District Court of the Fourth Judicial District
of the
State of Idaho, in and for the County of Lincoln.

: : : : :
S. C. Frost, et al.,
Plaintiffs,
vs.
Alturas Water Company, et al.,
Defendants.
: : : : :

Findings of Fact
and
Conclusions of Law.

1. That the Alturas Water Company, the Big Cottonwood Canal Company, the Big Wood River Reservoir & Canal Company, the Hailey Water & Power Company, the Idaho Electric Supply Company, the Idaho Consolidated Mines Company, the Kilpatrick Brothers Company, the Little Wood River Canal Company, Limited, the Little Wood River Swing Raising Company, the Mullins Canal & Reservoir Company, the Shoshone Light & Water Company, and the Utah & Idaho Improvement Company, are corporations, duly organized and existing by virtue of law, and as such are authorized to do business in the State of Idaho; and that the Village of Hailey and the Village of Shoshone are Municipal corporations, organized and existing under the laws of the State of Idaho.

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2. That the following named Plaintiffs and defendants, claimants of the use of water in said action, respectively, are the owners, in the possession and entitled to the possession of the following tracts of land, to-wit:

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ance with the findings.

Charles Johnson, 75 inches from June 1, 1883, to be used in accordance with the findings.

S. G. Heddin, 30 inches from May 25, 1888, to be used in accordance with the findings.

H. R. Clark, 10 inches from August 10, 1885, to be used in accordance with the findings.

Sarah R. Clark, 275 inches from May 1, 1888, and 10 inches from May 1, 1888, to be used in accordance with the findings.

Thomas Babbington and Charles W. Babbington, Jr., 10 inches from June 1, 1882, and 80 inches from June 1, 1887, to be used in accordance with the findings.

In the case of A. Caldwell, and Alturas Water Company, Plaintiffs, vs. S. M. Tucker, Nancy M. Tucker, S. T. Tucker, Emma C. Tucker, George H. Knight, I. I. Lewis, and Henry Guyer, Defendants, decreeing the waters of Indian Creek, as follows, to-wit:

That the defendant, Nancy M. Tucker, is the owner and entitled to the possession and use of all the waters of Indian Creek, a stream flowing into the Easterly side of Wood River Valley about two miles above the town of Hailey, in Blaine County, Idaho. That neither of the plaintiffs has any right, title or interest in or to said water or any part thereof. EXCEPT AND PROVIDED, however, that the Alturas Water Company has the right and is entitled to the use, during that part of the year when said waters are not necessarily and properly used and in use for the purpose of irrigation on the lands of said Nancy M. Tucker and the lands lying along said creek above the reservoir of said water company, of as much of said water as its pipe line will now convey from its said reservoir delivered through its system of mains and service connections to the town of Hailey, which is hereby adjudged and decreed to it, to be used by it in said quantity and at the time stated.

In the case of John W. Dwyer and John A. Boggs, Plaintiffs, vs. E.

gated in one body.

That the use of such large quantities of water per acre for irrigation along the said valley or basin does not deprive claimants to the use of said waters; who divert the same at lower points along said stream, of the use of the water of said stream, by reason of the fact, as above found, of the tendency of such water to return to said stream through springs, seepage and percolation.

12. That the Alturas Water Company purchased, and has since the month of October, 1883, continuously used the right to the use of 100 inches of water, to flow through the so-called Riley ditch, having its source in Big Wood River, during all seasons of the year when it is safe or practicable to run water through the same, for the purpose of supplying the inhabitants of the village of Hailey with water for domestic and other purposes; and that during the Winter season it has for more than twenty-five years last past used a sufficient amount of water from Indian Creek³⁷⁻¹²⁻¹¹⁰ to fill its pipes to the capacity of said pipes, when the same was not needed or required by the parties to whom it was decreed in the said action of Caldwell, et al., vs. Tucker, et al., for the purpose of supplying the inhabitants of the village of Hailey with water for domestic and other purposes; and that said pipes were increased from 7 inches to ten inches in diameter in the year 1907. 27-11-11

13. That the Big Cottonwood Canal Company, a corporation, appropriated and diverted of the waters of Big Wood River 9600 inches of water, on the 27th day of May, 1899, for the irrigation of lands owned by the various stockholders in said corporation, and described as follows, to-wit:

Lands under Big Cottonwood Canal.

Anderson Bros. -- Harry W. and George H.

N 1/2 of NE 1/4, E 1/2 of NW 1/4, Sec. 27, T. 5 S., R. 18 E.,
B. M. N 1/2 of NE 1/4 and SW 1/4 of NE 1/4 of Sec. 33, T. 5 S.,
R. 18 E., B. M. 20 acres in SE corner of SE 1/4 of Sec. 28, T. 5

ing the lands of the original appropriators of such water, and for the purpose of supplying other persons whose lands lay under the said ditch with water, by sale or rental, for irrigation and for other purposes, and they have continuously since said date, during each and every year, appropriated, diverted and used the said amount of water for such purposes; and that the said W. T. Riley, since acquiring said ditch and water right, has conveyed to Martin Albrethson the right to 160 inches of water, to the Alturas Water Company the right to 100 inches of water, and by mesne conveyances to William G. Abbott 105 inches of water, and to Henry Hewett 40 inches of water, from said so-called Riley ditch.

24. That the defendant, M. S. Lawson, about the year 1903, constructed a dam across an old channel of Silver Creek, and thereby created a reservoir out of a portion of said channel, and constructed a ditch from Silver Creek leading into the said reservoir, and has since such time, during each year, continued to fill the said reservoir with water from Silver Creek, during the high water season, or at times when the water of the stream was not being used for irrigating purposes.

AS CONCLUSIONS OF LAW

from the above facts, the court finds:

1. That the various plaintiffs and defendants, claimants to the use of the waters of Big Wood River and its tributaries, are entitled to the use of a continuous flow of such waters, to the amounts and as of the dates set forth in said Findings, for the various purposes as therein enumerated.

2. That in the case of the so-called dry streams, the claimants and users of water from each of said streams are entitled to the use of such waters, as among themselves, as of the respective dates and amounts specified in said Findings, regardless of the rights of the users of the waters of the main stream and other streams involved in this action, and that the appropriators and users of water from other streams are not en-

titled to have the waters of said dry streams continue to flow down to where their channels unite with the streams into which they empty, when any water is discharged therein from such dry streams.

3. That the various parties, plaintiffs and defendants, in the actions in which decrees were entered and filed, as set forth in the said Findings, and their successors in interest, are entitled to the use of the waters so awarded in the said decrees.

4. That A. M. Purdum is entitled to the use of a sufficient amount of water to supply his ice-pond and his fish-pond, described in the Findings and in the pleadings in this action, the water for such ice-pond to be used each season between the first day of December and the first day of the following April, only.

5. That Purdum & Purdum are entitled to the use of a sufficient amount of water to make their supply of ice, in the channel of Little Wood River, described in the said Findings, such use of the water to be confined to the Winter season, between the first day of December and the first day of the following April, of each season.

6. That the defendants, Michael Brown, Sarah Brown, Mary Brown, and Catherine Sweet, are entitled to the use of 160 inches of the waters of Big Wood River, to date from the first day of August, 1884, for the irrigation of the W 1/2 of the SW 1/4 of Sec. 8, T. 1 N., R. 19 E., said water to be conveyed upon said land through the so-called Miller and Packard ditch.

7. That the defendants, R. F. Buller and Rosa B. Buller, are entitled to the exclusive use of the 400 inches of water developed by them from the said swamps described in the Findings.

8. That the defendants, Adam Ifland and Frederick W. Fator, are each entitled to the exclusive use of 160 inches of water of a continuous flow, so long as they maintain the dam in the channel extending from Silver Creek to the said sink-holes, so as to prevent the loss of water therein; that their respective rights to the use of said amount of water

is superior to the rights of the plaintiffs in this action, as well as their co-defendants, and the priority of dates fixed in this decree should not affect the amount of water nor the use of the said water by the said Adam Island and Frederick W. Fator.

9. That the defendant, John J. Grey, is entitled to a decree of this court adjudging and declaring that he shall have the right to the use of 160 inches of the waters of the said Early Creek from May 15, 1895, and 160 inches of the waters of the said Burgess Creek from July 1, 1883.

10. That the defendant, M. S. Lawson, is entitled to fill the reservoir mentioned in the Findings herein, from the waters of Silver Creek, during the high water season, or at times when the waters of said stream are not being used for irrigating purposes.

Dated at Pocatello, Idaho, December 13th 1909.

Alfred R. Dodge

Presiding Judge.

IN THE DISTRICT COURT;
FOURTH JUDICIAL DISTRICT,
LINCOLN COUNTY, IDAHO

J. C. Farnsworth
Plaintiff.

—VS.—

Allison Water Co. et al.
Defendants

Findings of Fact and
Conclusions of Law

Dec 17th 1909 at *M.*

Harry Anderson
Clerk

Recorded in Book of
Civil Judgments page 191 -

Harry Anderson
Att. at.

RR.

JUN 04 1996

-310-

Attachment K

THIS INDENTURE, Made this 17th day of April A.D. 1913, between Aaron Clements Sheriff of the County of Blaine, State of Idaho, party of the first part, and Idaho State Life Insurance Company, a corporation organized and existing under the laws of the State of Idaho, of the..... County of..... party of the second part.

WITNESSETH:

WHEREAS, in and by a certain decree rendered by the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Blaine on the 20th day of January 1912, and entered on the 23rd day of January 1912, in a certain action then pending in said Court, wherein Idaho State Life Insurance Company, Limited, was Plaintiff and Leo Cramer and Sarah A. Cramer husband and wife, and the United States Fidelity & Guaranty Company, a corporation and Douglas Miller were defendants, it was, among other things ordered, adjudged and decreed, That all and singular the mortgaged premises described in the complaint in said action, and specifically described in said decree, be sold at public auction, by the Sheriff of the said County, of Blaine, in the manner required by law, and according to the course and practice of said Court, and that said Sheriff execute the usual certificates and deeds to the purchaser, as required by law;

AND WHEREAS, A writ, reciting the material parts of said decree, and directing John R. Hart, the predecessor in office of the said party of the first part, as such Sheriff, to execute the said decree, by making the sale and applying the proceeds in conformity therewith, having been to said Sheriff directed and delivered, the said Sheriff did, at the hour of one o'clock P.M. on the 29th day of February 1912, after due public notice had been given, as required by the laws of this State and the course and practice of said Court, duly sell at public auction, in front of the Court House door in the town of Hailey, and the County of Blaine, agreeably to the said decree, and the provisions of law, the premises in said decree mentioned; at which sale the premises in said decree, and hereinafter described, were fairly struck off to Idaho State Life Insurance Company for the sum of Twenty Eight Thousand Seven Hundred Seventy Two and 08/100 Dollars, lawful money of the United States, he being the highest bidder, and that being the highest sum bidden for the same;

AND WHEREAS, The said Idaho State Life Insurance Company thereupon paid to the said Sheriff the said sum of money so bidden by it,

AND WHEREAS, The said Sheriff thereupon made and issued the usual certificate, in duplicate, of the said sale, in due form of law, and delivered one thereof to the said purchaser, and caused the other to be filed and recorded in the County Recorder's Office of the County of Blaine.

AND WHEREAS, More than one year has elapsed since the date of said sale, and no redemption has been made of the premises so sold, as aforesaid, by or on behalf of the said judgment debtor, the said defendants, or by or on behalf of any other person:

NOW, THIS INDENTURE WITNESSETH, That the said party of the first part, the said Aaron Clements Sheriff, in order to carry into effect the sale so made by it as aforesaid in pursuance of said decree, and in conformity to the Statute in such case made and provided, and, also, in consideration of the premises, and of the said sum of Twenty

Eight Thousand Seven Hundred Seventy-Two and 08/100 Dollars lawful Money of the United States so bidden and paid to him by the said purchaser, the said Idaho State Life Insurance Company, the receipt whereof is hereby acknowledged, hath Granted, bargained, sold and Conveyed and by these presents doth Grant, Bargain, Sell and Convey, unto the said party of the second part, and to its successors and assigns, forever, the following described real estate, situated and in the County of Blaine, State of Idaho, to-wit:

The Southeast Quarter of the Southeast Quarter, and the West half of the Southeast Quarter of Section Twenty-eight (28); the Northwest Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section Thirty-three (33). the South Half of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter, Section Twenty-Three (23); the Northeast Quarter of the Southeast Quarter, the South Half of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter, Section Twenty-two (22); the Northeast Quarter of the Northwest Quarter, Section Twenty-seven (27); the Southwest Quarter of the Northeast Quarter of Section Thirty-three (33).

The West half of the Northwest Quarter, section Twenty-seven (27); the Southeast Quarter of the Northeast Quarter, the Northeast Quarter of the Southeast Quarter of Section Twenty-eight (28), the Northwest Quarter of the Southeast Quarter, the East Half of the Southwest Quarter of Section Thirty-three (33); the Southeast Quarter of the Northwest Quarter of Section Twenty-seven, ⁽²⁷⁾ All in Township Three (3) North of Range Eighteen (18) East of Boise Meridian.

The Southwest Quarter of the Northeast Quarter and Lot Two (2) of Section Four (4) and that portion of Lot Three (3) and of the Southeast Quarter of the Northwest Quarter of Section Four (4) lying and being east of the Wood River Branch of the Oregon Short Line Railway in Township two (2), North of Range Eighteen (18) East of Boise Meridian.

Excepting from the foregoing one (1) acre, more or less, lying north of the Indian Creek road, situate in the east half of the Southwest Quarter of Section Thirty-three (33) and also excepting one and one-half acres, more or less, lying west of said railroad in said east half of the Southwest Quarter of Section Thirty-three (33), Township Three (3) North, Range Eighteen (18) East.

Together with all water and water rights, ditches and canals, in any wise connected with or in any manner appurtenant to said land.

Said tract containing in all one thousand acres of land, more or less, according to Government Survey, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof.

TO HAVE AND TO HOLD ALL AND SINGULAR, The premises above mentioned and described and hereby conveyed, or intended so to be, together with the appurtenances, unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, The said party of the first part to these presents, Sheriff as aforesaid, hath hereunto set his hand and seal, the day and year first above written.

Sealed and delivered in

presence of

Geo A. McLeod-

Aaron Clements,
Sheriff of Blaine County, State of Idaho.

—oo0oo—

STATE OF IDAHO |
 : SS.
COUNTY OF BLAINE |

On this 19th day of April A.D. 1913, before me W.F.Horne Clerk of the District Court in and for said County and State, personally appeared Aaron Clements Sheriff of the County of Blaine, State of Idaho, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he, as such Sheriff aforesaid, executed the same.

Aaron Clements.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

(Seal)

W.F.Horne,
Clerk of the District Court,
By Geo A. McLeod, Deputy.

Recorded at request of Idaho State Life Insurance Company at 1:40 o'clock P.M. April 25, 1913.

BY L.A. Small Deputy.

W.F.Horne,
County Recorder.

Attachment L

80/619

and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Hiawatha the day and year first above written.

My term expires Sept 5, 1915.

G. H. Newlon

(Seal)

Notary Public in and for said County and State.

Recorded at request of H. A. Baker at 2:15 o'clock P.M. October 15, 1913.

W. F. Horne,

By Stage & Young, Deputy.

County Recorder.

✓
No. 2382

IDAHO STATE LIFE INSURANCE COMPANY TO DAVE G. DEVINE.

D E E D.

THIS INDENTURE, made this 24th day of September, 1913, between Idaho State Life Insurance Company, a corporation organized under the laws of the State of Idaho, party of the first part, and Dave G. Devine, of Blaine County, State of Idaho, party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of one dollar, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and other valuable consideration, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever all the following described real estate and property, situated in Blaine County, State of Idaho, to-wit:

All that property conveyed to first party under and by virtue of a certain deed made, executed and delivered by Aaron Clements, as Sheriff of Blaine County, Idaho, to the party of the first part, bearing date April 17th, 1913, and recorded in Book 80 of Deeds, at page 504 thereof, among the records of said Blaine County, Idaho, said property including the following, viz:

The Southeast Quarter of the Southeast Quarter and the West half of the Southeast Quarter of Section Twenty-eight (28); the Northwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section Thirty-three (33); the South half of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter, Section Twenty-three (23); the Northeast Quarter of the Southeast Quarter, the South half of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter, Section Twenty-two (22); the Northeast Quarter of the Northwest Quarter, Section Twenty-seven (27); the Southwest Quarter of the Northeast Quarter of Section Thirty-three (33); the West Half of the Northwest Quarter, Section Twenty-seven (27); the Southeast Quarter of the Northeast Quarter, the Northeast Quarter of the Southeast Quarter of Section twenty-eight (28); the Northwest Quarter of the Southeast Quarter, the east half of the Southwest Quarter of Section Thirty-three (33); the Southeast Quarter of the Northwest Quarter of Section

Twenty-seven (27), all in Township Three (3) North of Range Eighteen (18) East of Boise Meridian.

The Southwest Quarter of the Northeast Quarter and Lot Two (2) of Section Four (4), and that portion of Lot Three (3) and of the Southeast Quarter of the Northwest Quarter of said Section Four (4) lying and being east of the Wood River Branch of the Oregon Short Line Railway, in Township Two (2) North of Range eighteen (18) East of Boise Meridian.

Excepting from the foregoing one (1) acre, more or less, lying north of the Indian Creek road, situate in the East half of the southwest Quarter of said Section Thirty-three (33), and also excepting one and one half acres, more or less, lying west of said Railroad in said east half of the Southwest Quarter of Section Thirty-three (33), Township Three (3), North, Range Eighteen (18) East.

Said tract containing in all one thousand acres of land, more or less, according to Government survey.

Together with all water and water rights, ditches and canals in any wise connected with or in any manner appurtenant to said land.

The water rights above mentioned include the following:

1. All that certain water right in Indian Creek (save and excepting 131 inches hereinafter reserved) decreed to the Halley Water & Power Company, as successor to Nancy M. Tucker, by decree entered in the District Court of the Fourth Judicial District of the State of Idaho, in and for Lincoln County, in a case entitled S.C. Frost, et al, Plaintiffs v Alturas Water Company et al., defendants, the said decree being recorded in Book 1 of Civil Judgment Records, at page 151 thereof, among the records of Lincoln County, Idaho, and in Book 6 of Judgments, at page 447 thereof, among the records of Blaine County, Idaho.

2. That certain water right of 300 inches in the waters of Big Wood River, with a priority dating from November 26th, 1886, decreed to Halley Water & Power Company, as successor of Nancy M. Tucker, in the case of S.C. Frost, et al, plaintiffs v Alturas Water Company, et al., defendants, above referred to.

Also in addition to the property conveyed by the said Sheriff's deed above mentioned, a certain water right of 100 inches in the waters of Big Wood River from what is known as the Riley Ditch, with a priority dating from March 24th, 1883, as decreed to the Alturas Water Company by the decree in the case of S.C. Frost, et al. v Alturas Water Company, et al., above mentioned, this water right, however, being subject to any and all charges for maintenance of said Riley Ditch accruing after the date of this deed.

Together with all water and water rights, ditches and canals in any wise connected with or in any manner appurtenant to said land.

There is hereby expressly reserved and excepted from this conveyance 131 inches of the waters of Indian Creek, being a portion of the waters of Indian Creek decreed to Halley Water & Power Company in the decree above mentioned, the said reserved water being taken from certain springs which are the source of said Indian Creek, to supply the City of Halley and the inhabitants thereof with water for domestic, irrigation and municipal purposes, which right shall be prior and paramount to any rights acquired by

second party in the waters of Indian Creek under this conveyance.

There is also ^{hereby} expressly reserved and excepted from this conveyance all those certain pipe lines and storage basins and rights of way therefor over and upon the lands above described, constructed or used in connection with the water system for supplying the City of Hailey and the inhabitants thereof with water for domestic, irrigation and municipal purposes, with right of ingress and egress by first party, its successors and assigns, for repair and maintenance of all such pipe lines and storage basins.

There is also ^{hereby} expressly reserved the right to keep and maintain an enclosure 400 feet square about the springs which are the source of such water supply, for the purpose of excluding all live stock from such springs and preventing the pollution thereof, with the right of ingress and egress for the repair and maintenance thereof, the land within said enclosure and the said springs are not reserved, however, but are hereby conveyed in fee to second party, subject only to the rights of first party to a prior and paramount right to 131 inches of water from said springs for the purposes herein defined, and the right to take and maintain suitable and reasonable precautions for insuring the purity of such water as a domestic and municipal water supply; provided, however, that the party of the second part shall have the right to use such portion of said 131 inches of the waters of Indian Creek hereby reserved when the same or any portion thereof is not used for supplying the City of Hailey and its inhabitants with water for domestic, irrigation and municipal purposes, and said unused water shall be turned loose or wasted at the point of measurement hereinafter provided, and said second party shall have the right from time to time to measure and ascertain the amount of such reserved water so being taken and diverted by said pipe lines for the uses above mentioned in the City of Hailey, the said reserved water shall be measured at the springs above mentioned, and the waters of Indian Creek herein granted to second party, including said unused water, may be diverted at the said springs for the second party's use, but any device for so diverting such water, or controlling and regulating the amount of water taken by said pipe lines shall be installed at second party's expense, and under the direction of first party's engineer and in such manner as in no wise to interfere with the efficiency of said system of pipe lines.

This deed is made subject to a certain mortgage executed by Leo Cramer and Sarah A. Cramer, his wife, to the State of Idaho, bearing date June 1st, 1909, recorded in Book R of Mortgages, at page 257 thereof, among the records of Blaine County, Idaho.

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

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever.

And the said party of the first part, for itself, its successors and assigns,

does covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of signing and delivery of these presents it is well seized of the land premises and water rights above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear of all former other grants, bargains, sales, liens, taxes, assessments and incumbrances, of what kind or nature soever, save and except the mortgage to the State of Idaho above mentioned; and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person and persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend except, however, the mortgage to the State of Idaho, above mentioned, and any claims to the water rights herein granted occasioned by any future forfeiture, non-user or abandonment by the party of the second part or his successors in interest; and provided further, that the said first party does not warrant the capacity of the ditches or canals or any of them used for the diversion of the water above mentioned.

The party of the first part agrees to pay the taxes on the property levied and assessed during the year 1913.

IN WITNESS WHEREOF, the said party of the first part, by resolution of its Board of Directors, hath caused these presents to be subscribed by its President and Secretary and its Corporate name and seal to be hereunto affixed the day and year first above written.

IDAHO STATE LIFE INSURANCE COMPANY.

By O.V.Allen,

President.

((Corporate Seal))

Edw S.Chadwick,

Secretary.

--00000--

STATE OF IDAHO |
: SS.
COUNTY OF ADA |

On this 11th day of October in the year 1913, before me, Geo B.Wood, a Notary Public in and for said County, personally appeared O.V.Allen and Edw S.Chadwick, known to me to be the President and Secretary of the Idaho State Life Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Geo B.Wood,

Notary Public.

(Seal)

My Commission expires March, 12, 1914,

Recorded at request of Dave G.Davins at 9:45 o'clock A.M. October 16, 1913.

W.F.Horne,

Attachment M

108/378

No. 43177.

CORRECTION DEED.

Idaho State Life Ins. Co. to Hailey Water Co.

THIS INDENTURE, Made this 26th day of July, 1919, between IDAHO STATE LIFE INSURANCE COMPANY, an Idaho Corporation, party of the first part, and HAILEY WATER COMPANY, an Idaho Corporation, party of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part and to its successors and assigns forever, all that certain property lying and being in the County of Blaine, State of Idaho, more particularly described as follows:

A water right of 131 miners inches of the waters of Indian Creek, being a portion of the waters of Indian Creek decreed to Hailey Water and Power Company by decree of the District Court of the Fourth Judicial District of the State of Idaho, in and for Lincoln County, in an action entitled S.C. Frost, et al., versus Alturas Water Company, et al.

The water right hereby conveyed being the identical water right of 131 miners inches which is reserved and excepted from the terms of a certain deed from the Idaho State Life Insurance Company to David Devine, which deed is recorded in Book 80 of Deeds, page 615, records of Blaine County, Idaho.

This deed is given for the following purpose and no other: In a certain deed between the parties hereto dated September 1st, 1915, and recorded in Book 89 of Deeds, page 610 records of Blaine County, Idaho there occurred a clerical error whereby the said water right was described as consisting of 130 inches instead of 131 inches, which latter was the true amount of the water right conveyed and intended to be conveyed by said deed; and this deed is given solely for the purpose of correcting the aforesaid clerical error in the said deed dated September 1st, 1915.

In Witness Whereof, The said party of the first part has, by its proper officers thereunto duly authorized, caused its corporate name to be hereunto subscribed and its corporate seal affixed the day and year first above written.

Attest:
Geo. B. Wood, Secretary.
(Corporate Seal affixed.)

Idaho State Life Insurance Company
By Edw. S. Chadwick, Vice President.

State of Idaho, :
County of Ada, : SE.

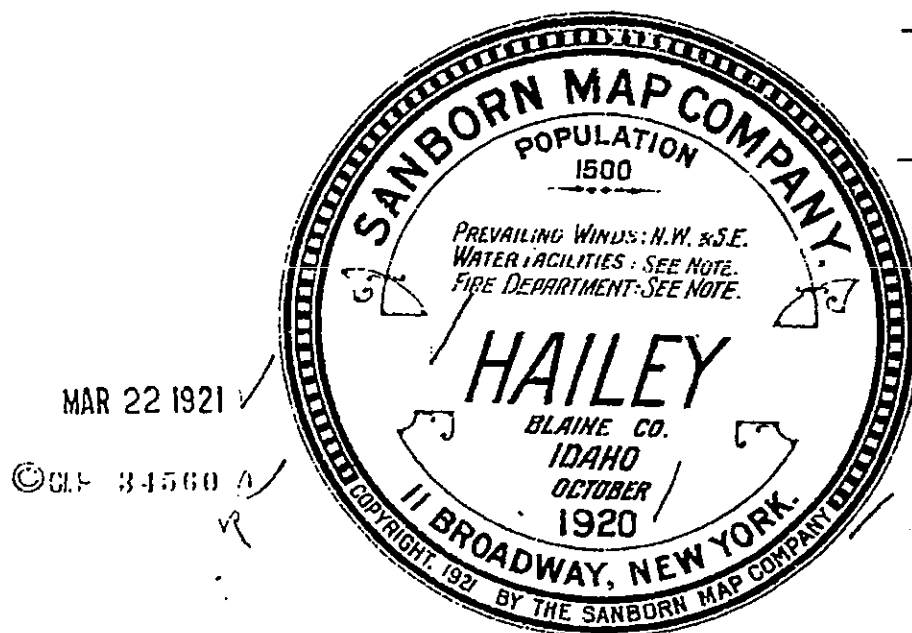
On this 26th day of July, 1919, before me, Lois F. Fisk, a Notary Public in and for said County and State, personally appeared Edw. S. Chadwick, personally known to me to be the Vice President of Idaho State Life Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.
My Commission expires June 21, 1922.

Lois F. Fisk
Notary Public for Idaho, residing at Boise, Idaho.
Subscribed in the presence of Joseph W. Fisk, at 10 A.M., July 29, 1919.
By Joseph W. Fisk, County Recorder.

Attachment N

I



WATER FACILITIES: HAILEY WATER CO., PRIVATE CORP., OWNERS. TWO SOURCES OF SUPPLY. -
PRIMARY SUPPLY: GRAVITY SYSTEM. WATER FROM LIVING SPRINGS ON INDIAN CREEK, $\frac{5}{8}$ MILES N.E. OF
COURT HOUSE AND ELEVATED 500' ABOVE SAME. A CONCRETE INTAKE BOX, SIZE 8' X 8' X 4' DEEP COLLECTS
FLOW FROM THE SEVERAL SPRINGS (AVG. FLOW ABOUT 131 MINERS' INCHES) AND THENCE THROUGH $4\frac{3}{4}$ MILES
OF 10" AND 400' OF 8" WIRE BOUND WOOD STAVE PIPE TO DISTRIBUTING SYSTEM, CONNECTION MADE AT N.E.
COR. OF TOWN. A CONCRETE PRESSURE RELIEF BOX LOCATED AT A POINT ABOUT MIDWAY BETWEEN
SPRINGS AND TOWN AND ELEV. 220' ABOVE COURT HD., SERVES TO REDUCE THE PRESSURE TO ABOUT 45 LBS.
PER SQ. IN.

SECONDARY SUPPLY: DIRECT PUMPING SYSTEM FROM AUXILIARY PUMPING PLANT LOCATED NEAR FOOT OF
SILVER ST. CLOSE TO RIVER BOTTOM (SEE SHEET 1.) CONSISTING OF AN ALDRICH 7" X 9" TRIPLEX POWER
PUMP, CAP. 320 GALS. PER MIN. DRIVEN BY 20 HP ELEC. MOTOR. PUMP TAKES SUCTION FROM A 9' X 14'
STONE LINED WELL 12' DEEP WITH AN INEXHAUSTIBLE SEEPAGE FROM WOOD RIVER. PUMP CONNECTED
WITH DISTRIBUTING SYSTEM BY 6" WOOD STAVE PIPE AND IS OPERATED ONLY IN CASE OF FIRE OR
EMERGENCY.

ABOUT 6 MILES OF WIRE BOUND WOOD STAVE AND ABOUT $\frac{3}{4}$ MILE OF WROUGHT IRON DISTRIBUTING MAINS
RANGING IN SIZES OF 8", 6", 5", 4" & 3" (ONLY 350' OF 3" PIPE) MOST OF WOOD PIPE LAID IN 1908.
WROUGHT IRON LAID IN 1890. 24 DOUBLE FIRE HYDRANTS (MOSTLY "LUDLOW") WITH AN AVERAGE PRESSURE
OF 40 LBS. PER SQ. IN. THE DIRECT PUMP FIRE PRESSURE IS ABOUT 55 LBS. PER SQ. IN.

FIRE DEPT: VOLUNTEER - CHIEF AND 20 MEN. NO REGULAR DRILLS. NO STEAM, NO HAND ENGS.
2 INDEPENDENT HOSE CARTS CARRYING RESPECTIVELY 750' & 450' OF 2 $\frac{1}{2}$ " COTTON RUBBER LINED
HOSE ALL IN GOOD CONDITION. 1 VILLAGE H. & L. TRUCK. ALL APPARATUS KEPT AT FIRE STA. IN
BUSINESS CENTER ON MAIN ST.

FIRE ALARM: FIRE BELL ON TOP OF TOWER ON FIRE STA. RUNG ELECTRICALLY BY PUSH BUTTON IN
TELEPHONE EXCHANGE. CAN ALSO BE RUNG BY HAND.

FIRE LIMITS: SHOWN BY HEAVY RED LINE ON KEY MAP

LIGHTS: ELECTRIC

GRADES: PRACTICALLY LEVEL. A SLIGHT RISE FROM S. TO N.

STREETS: IN GOOD CONDITION - NONE PAVED.

Attachment O

127/505

THESSE WHEREOF, WOOD RIVER POWER COMPANY, pursuant to a resolution of its
ore duly and legally adopted, has caused these presents to be signed by its
ecretary and its corporate seal to be hereunto affixed this 6th day of

WOOD RIVER POWER COMPANY

of;

By E. W. Rising
President.

on

WOOD RIVER POWER COMPANY

By Daphne Gowen
Secretary.

{Corporate
Seal }

)}
SS
E)

is 6th day of November, 1926, before me appeared E. W. Rising and Daphne
me personally known, who being duly sworn, did say that he, the said E. W.
resident, and she, the said Daphne Gowen is the Secretary of WOOD RIVER
the within named corporation, and that the seal affixed to said instrument
e seal of said corporation, and that the said instrument was signed and
f of said corporation by authority of its Board of Directors, and said E. W.
ne Gowen acknowledged said instrument to be the free act and deed of said

STIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
d year first in this, my certificate, written.

G. C. Hendrickson
Notary Public in and for State
of Idaho.
My commission expires: Oct. 14, 1927.

d at the request of E. W. Rising at 1:32 o'clock P.M. November 24, 1926.

Cassie M. Russell, County Recorder.

WESCO

HAILEY WATER COMPANY

TO

PEOPLES WEST COAST HYDRO-ELECTRIC CORP.

ALL MEN BY THESE PRESENTS, that HAILEY WATER COMPANY, an Idaho corporation,
at part, in consideration of the sum of Ten Dollars (\$10.00), and other
rations, to it in hand paid by PEOPLES WEST COAST HYDRO-ELECTRIC CORPORATION,
ration, party of the second part, does hereby grant, bargain, sell remise,
confirm, assign and transfer unto the said party of the second part, its
assigns, all of the real property, water rights, easements and franchises of

the Hailey Water Company in Blaine County, Idaho, particularly including the following:

(a) The complete water works system supplying the City of Hailey, Blaine County, Idaho, and its inhabitants water for domestic and municipal purposes, together with its appurtenances, being a consolidation and improvement of the systems of the Alturas Water Company and the Cramer Water Company, Limited, supplemented by a water right formerly owned by the Hailey Water & Power Company, Limited;

(b) The following described real property in the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 9, Township 2 North, Range 18 East Boise Meridian, to-wit:

Commencing at the northwesterly corner of Lot 1, Block 54, Revised Plat of the Town (now City) of Hailey, running thence southwesterly on the southerly line of Silver Street, if extended, 150 feet to the initial point and point of beginning of the tract to be described; thence southeasterly at right angles with said Silver Street, if extended, 50 feet; thence southwesterly parallel with said Silver Street, if extended, 55 feet; thence northwesterly at right angles 50 feet to the southerly line of said Silver Street, if extended; thence northeasterly on the southerly line of said Silver Street, if extended, 55 feet, to the point of beginning; otherwise described as Tax Lot No. 14, in said Section, on the tax records and records in the office of the county recorder of said County of Blaine, State of Idaho;

(c) A right to the use of the water from a well on the above described real property;

(d) A water right out of Indian Creek, a tributary of Big Wood River, to-wit: The right to the use of the first 131 miners' inches flowing from the springs forming the sources of Indian Creek identified as a portion of the water of said Creek decreed to the Hailey Water & Power Company (as successor of Nancy M. Tucker) by judgment entered in the District Court of the Fourth Judicial District of the State of Idaho in and for Lincoln County, in a case entitled "S. C. Frost et al vs. Alturas Water Company et al", commonly known as the Big Wood River Water Suit, said decree being recorded in Book 1 of Civil ^{Judgment} Records at page 151 thereof among the records of Lincoln County, Idaho, and in Book 6 of Judgments at page 447 thereof among the records of Blaine County, Idaho;

(e) The right to keep and maintain an enclosure 400 feet square about the springs which are the source of Indian Creek, for the purpose of excluding all livestock from said spring and preventing the pollution thereof; and the right to take and maintain suitable and reasonable precautions for insuring the purity of such water for domestic and municipal water supply;

(f) Rights of way for canals, pipe lines, water mains, aqueducts, flumes or other hydraulic conduits formerly belonging to the Cramer Water Company and the Alturas Water Company, and specifically including the following:

(1) Rights of way reserved on the lands deeded to Dave G. Devine by deed dated September 24, 1913, and recorded in Book 80 of Deeds, at page 619 Records of Blaine County, Idaho;

(2) Rights of way from said last mentioned lands to the City of Hailey and crossing the following legal subdivisions, to-wit: The Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), and the South half of the Southwest quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 33, Township 3, North, Range 18, East, and Lot No. 3, the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$), and West half of the Southeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$), of Section 4, all in Township 2 North, Range 18 East, Boise Meridian, in Blaine County, Idaho;

(3) Rights of way along, over and under the streets, alleys and public highways of the city of Hailey, Blaine County, Idaho, for water mains, pipes and conduits, under

the franchises hereinafter described;

(g) Rights of ingress to and egress from the various rights of way and easements above-described;

(h) A prescriptive franchise, as the successor of the Alturas Water Company, to supply the City of Hailey, in Blaine County, Idaho and the inhabitants thereof, with water for municipal, domestic and irrigation purposes;

(i) Ordinance No. 54 of the Village (now City) of Hailey, Idaho, dated May 16, 1906, granting a franchise to Leo Gramer and his assigns, for the period of fifty years, to supply said municipality and the inhabitants thereof with water for public and private use;

(j) All of the incomes, revenues, contributions, receipts, rents, contracts (particularly including contracts with municipalities, individuals and corporations with respect to the supplying to such municipalities, individuals and corporations of water for distribution to private consumers or for any other purpose), leases belonging to the party of the first part, expressly including construction tools and all other equipment, together with the good will of the business, and all other property, rights, privileges, franchises, licenses, easements and permits of any and every kind and description, real, personal and mixed, (other than the property hereinafter specifically excepted) now owned by the party of the first part wheresoever the same may be situated and not hereinbefore specified or referred to, with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders thereof.

There is specifically excepted and excluded from the conveyance of this indenture, the following property of the party of the first part:

(A) Cash on hand and in bank, shares of stock, bonds, notes, evidences of indebtedness and other securities, bills, notes and accounts receivable acquired in the ordinary course of business;

(B) Materials, merchandise and supplies purchased or acquired for the purpose of sale in the ordinary course of business.

TO HAVE AND TO HOLD the above described property, premises, rights, franchises, easements, privileges, immunities, licenses, appurtenances, business and good will hereby conveyed, assigned or intended to be conveyed or assigned, and the tolls, incomes, revenues, rents, issues and profits thereof unto the said party of the second part, its successors and assigns forever. And the said party of the first part, the grantor above named, does covenant to and with the said party of the second part, its successors and assigns, that it is lawfully seized in fee simple of the above granted real and personal property, franchises and other rights and privileges; that the same are free from all encumbrances, and that it will and its successors and assigns shall warrant and forever defend the same, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, HAILEY WATER COMPANY, pursuant to a resolution of its Board of Directors duly and legally adopted has caused these presents to be signed by its President and Secretary and its corporate seal to be hereunto affixed this 6th day of November, 1926.

In the presence of:

G. C. Hendrickson

L. R. Gray

HAILEY WATER COMPANY

By E. W. Rising,
President.

HAILEY WATER COMPANY

By E. W. Oppenheim,
Secretary.

(Corporate Seal)

STATE OF IDAHO
COUNTY OF BLAINE

SS:

On this Sixth day of November, 1926, before me appeared E. W. Rising and _____, both to me personally known, who being duly sworn, did say that he, the said E. W. Rising, is the President, and he, the said _____ is the Secretary of Hailey Water Company, the within named corporation, and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said E. W. Rising and _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this, the day and year first in this, my certificate, written.

(Seal)

G. G. Hendrickson
Notary Public in and for the State
of Idaho, County of Blaine.

My commission expires Oct. 14, 1927.

STATE OF IDAHO)
COUNTY OF ADA)

On this 6th day of November, 1926, before me appeared B. W. Oppenheim and _____ both to me personally known, who being duly sworn, did say that he, the said _____ is the President, and he, the said B. W. Oppenheim is the Secretary of Hailey Water Company, the within named corporation, and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said B. W. Oppenheim and _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this, the day and year first in this, my certificate, written.

(Seal)

H. M. Jeffrey
Notary Public in and for the State
of Idaho, County of Ada.

My commission expires Sept. 16, 1929.

Filed for record at the request of E. W. Rising at 1:35 o'clock P. M. November 24, 1926.

Cassie M. Russell, County Recorder.

No. 60420.

SHERIFF'S DEED

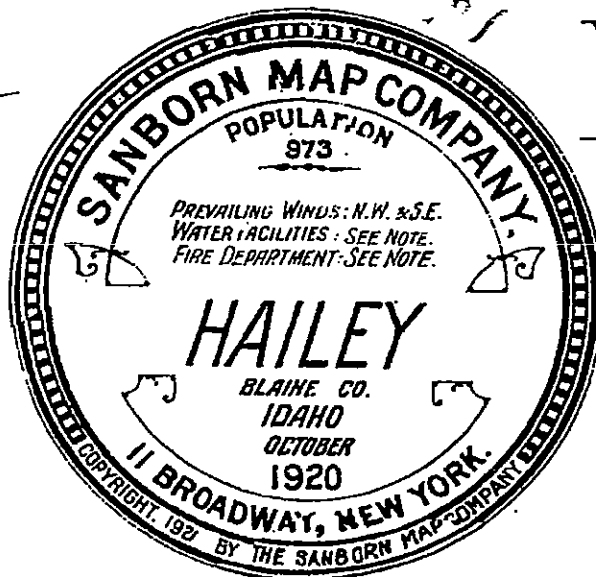
THIS INDENTURE, made the 30th day of November, in the year of our Lord one thousand nine hundred and TWENTY SIX

BETWEEN AARON CLEMENTS, Sheriff of the County of Blaine, State of Idaho, the party of the first part, and Maria Snider, the party of the second part, WITNESSETH:

WHEREAS, in and by a certain Judgment or Decree, made and entered by the District Court, in and for the County of Blaine, State of Idaho, on the 22nd day of June, 1925, in a certain action then pending in said Court, wherein Maria Snider was plaintiff and Isaac L. Cooper, Mary Cooper and Silver Creek Mercantile Company, a corporation were defendants, it was among other things ordered, adjudged and decreed, that all and singular the mortgaged premises described in the complaint in said action, and specifically described in said judgment or decree, should be sold at public auction by the Sheriff of the said County of Blaine, in the manner required by law, and according to the course and practice of said Court;

Attachment P

CORRECTION RECORD		
REV. NO.	DATE OF CORRECTION	ATTACHED BY
2	9-31	C.C.C. 12-9-15



GREAT CARE HAS BEEN EXERCISED IN THE PRODUCTION OF OUR PUBLICATIONS AND OUR SERVICE, BUT ABSOLUTE ACCURACY IS NOT GUARANTEED.

WATER FACILITIES:-

WEST COAST POWER COMPANY, OWNERS.
PRIMARY SUPPLY: GRAVITY SYSTEM. WATER FROM LIVING SPRINGS ON WARM CREEK, 5 1/2 MILES N.E. OF COURT HOUSE AND ELEVATED 500' ABOVE SAME. A CONCRETE INTAKE BOX, SIZE 8'x8'x4' DEEP COLLECTS FLOW FROM THE SEVERAL SPRINGS (RYGE FLOW ABOUT 131 MINERS INCHES) AND THENCE THROUGH 4 1/2 MILES OF 10" AND 4100' OF 8" WIRE BOUND WOOD STAVE PIPE TO DISTRIBUTING SYSTEM. CONNECTION MADE AT N.E. COR. OF TOWN. A CONCRETE PRESSURE RELIEF BOX LOCATED AT A POINT ABOUT MIDWAY BETWEEN SPRINGS AND TOWN AND ELEV 220' ABOVE COURT HQ. SERVES TO REDUCE THE PRESSURE TO ABOUT 45 LBS PER SQ. IN. SECONDARY SUPPLY: DIRECT PUMPING SYSTEM FROM AUXILIARY PUMPING PLANT LOCATED NEAR FOOT OF SILVER ST. CLOSE TO RIVER BOTTOM (SEE SHEET 1.) CONSISTING OF 1- FAIRBANKS-MORSE ELEC-CENTRIF. PUMP (CAPY 750 G.P.M.) WHICH PUMPS THRU 10" 5' IRON MAIN THRU BUSINESS DISTRICT (CONNECTED TO WOOD MAINS BY SHUT OFF VALVES) & 1- ALDRICH 7" 49' TRIPLEX ELEC. PUMP, CAPY 320 G.P.M. DRIVEN BY A 20 HP. ELEC. MOTOR. PUMPS TAKE SUCTION FROM A 9'x14' STONE LINED WELL 12' DEEP WITH AN INEXHAUSTIBLE SEEPAGE FROM WOOD RIVER. TRIPLEX PUMP CONNECTED WITH DISTRIBUTING SYSTEM BY 6" WOOD STAVE PIPE AND IS OPERATED ONLY IN CASE OF FIRE OR EMERGENCY. ABOUT 6 MILES OF WIRE BOUND WOOD STAVE AND ABOUT 3/4 MILE OF WROUGHT IRON DISTRIBUTING MAINS RANGING IN SIZES OF 8", 6", 5", 4", & 3" (ONLY 350' OF 3" PIPE). MOST OF WOOD PIPE LAID IN 1908. WROUGHT IRON LAID IN 1920. 25 DOUBLE FIRE HYDRANTS (MOSTLY "LUDLOW") WITH AN AVERAGE PRESSURE OF 35 LBS PER SQ. IN. THE DIRECT PUMP FIRE PRESSURE IS ABOUT 55 LBS PER SQ. IN. FORD PUMPER CAN INCREASE HYDRANT PRESSURE TO 100 LBS.

FIRE DEPT: VOLUNTEER - CHIEF & 20 MEN - NO REGULAR DRILLS. NO STERN. NO HAND ENGS. 1-FORD TRIPLE COMB. TRUCK WITH PUMPER, 1050'-2 1/2" HOSES & LADDERS. 1-TRAILER WITH 2-45 GAL. CHEM. TANKS AND 150' CHEM. HOSE. ALL APPARATUS KEPT AT FIRE HOUSE (BLOCK 41, SHEET 4). A 1-STORY, BRICK FILLED BUILDING WITH METAL ROOF IN BUSINESS CENTER ON MAIN ST.

FIRE ALARM: ELEC. SIREN ON TOP OF TOWER ON FIRE STA. RUNG ELECTRICALLY BY PUSH BUTTON IN TELEPHONE EXCHANGE. CAN ALSO BE RUNG BY HAND AT FIRE STATION.

FIRE LIMITS: BOUNDARY OF TOWN - NO LINE ON MAP

LIGHTS: ELECTRIC.

GRADES: PRACTICALLY LEVEL. A SLIGHT RISE FROM S. TO N.

STREETS: IN GOOD CONDITION - NONE PAVED.

Attachment Q

WEST COAST POWER CO. TO CITY OF HAILEY

THIS INDENTURE, made this 31st day of August, 1944, between West Coast Power Company, a corporation, the party of the first part, and City of Hailey, a municipal corporation organized under the general laws of Idaho, the party of the second part

W I T N E S S E T H

That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto the said party of the second part, and to its successors and assigns forever, all of the following described real property and interests in real property situate, lying, and being in the County of Blaine, and State of Idaho, particularly described as follows, to-wit:

The following described property in the southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 9, Township 2 North, Range 18 East, Boise Meridian, to-wit:

Commencing at the northwesterly corner of Lot 1, Block 54, Revised Plat of the Town (now City) of Hailey, running thence southwesterly on the southerly line of Silver Street, if extended, 150 feet to the initial point and point of beginning of the tract to be described; thence southeasterly at right angles with said Silver Street, if extended, 50 feet; thence southwesterly parallel with said Silver Street, if extended, 55 feet; thence northwesterly at right angles 50 feet to the southerly line of said Silver Street, if extended; thence northeasterly on the southerly line of said Silver Street, if extended, 55 feet, to the point of beginning; otherwise described as Tax Lot No. 14, in said section, on the tax records and records in the office of the county recorder of said County of Blaine.

Also the right to the use of the first 131 miner's inches flowing from the springs forming the sources of Indian Creek identified as a portion of the water of said creek decreed to Hailey Water & Power Company, by judgment entered in the District Court of the Fourth Judicial District of the State of Idaho in and for Lincoln County, in a case entitled "S. C. Frost et al v. Alturas Water Company et al.", commonly known as the Big Wood River Water Suit, said decree being recorded in Book 6 of Judgments at page 447 thereof among the records of Blaine County, Idaho. Also certain easements at Indian Springs and for underground conduits therefrom as set forth in

- (1) Triplicate original Contract for Easements with R. E. and Thet Buttram, Hailey, Idaho, dated March 11, 1930;
- (2) Certified copy of Right of Way Deed from R. E. and Thet Buttram, Hailey, Idaho, and State of Idaho through the State Department of Land Commissioners, dated April 17, 1930;
- (3) Original Agreement with R. E. and Thet Buttram, Hailey, Idaho, dated May 16, 1935, modifying above-mentioned right of way deed of April 17, 1930.

Also that certain easement for pipe line purposes granted May 14, 1935, by the Board of County Commissioners of Blaine County to West Coast Power Company, its successors and assigns.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the

said properties and premises, and every part and parcel thereof, with the appurtenances.

(Subsection f of Sec. 1808 of subchapter a of
Chapter 11 of Chapter 31 of the I. R. Code
provides that revenue stamps are unnecessary.)

TO HAVE AND TO HOLD, All and singular the said properties and premises, together with the appurtenances, unto the said party of the second part, its successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has caused this Indenture to be executed by its Vice President, and attested and its corporate seal thereunto affixed by its Secretary, both thereunto duly and fully authorized by the said party of the first part, on the date first above written.

(Corporate Seal)

WEST COAST POWER COMPANY

Attest: R. Kilday, Secretary.

By V. D. Vickery Vice President

STATE OF NEW YORK }
County of New York } ss.

On this 31st day of August, in the year 1944, before me, A Notary Public, personally appeared V. D. Vickery and R. Kilday, known to me to be respectively the Vice President and Secretary of West Coast Power Company, the corporation that executed the foregoing instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(Notarial Seal)

William D. Harrington
Notary Public, Westchester County
Certificates filed in N. Y. Co. Clerk's
No. 909, Reg. No. 5738-5
Commission expires March 30, 1945

Filed for record at the request of J. J. McFadden at 3:00 o'clock P. M., September 22, 1944.

B. F. Thamm, Ex-officio Recorder.

No. 87589

WARRANTY DEED

WALTER LEE GALLIHER ET UX. TO O. W. GALLIHER ET UX.

THIS INDENTURE, made the 19th day of August, in the year of our Lord one thousand nine hundred and forty-three.

BETWEEN WALTER LEE GALLIHER and MARGARET GALLIHER, Husband and Wife, the parties of the first part, and O. W. GALLIHER and ELLA L. GALLIHER, Husband and Wife, the parties of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One and - - - no/100 DOLLARS, and other valuable consideration, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do - - by these presents grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all those certain lots, pieces, or parcels of land situate, lying and being in the City of Hailey, County of Blaine, State of Idaho bounded and particularly described as follows, to-wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and
Eight (8) in Block Sixty-four (64) in the City of Hailey, according to the
official plat of said City of Hailey now on file in the office of the County
Recorder of Blaine County, State of Idaho.

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

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, executors and administrators, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, executors and administrators, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will WARRANT, and by these presents forever DEFEND.

Attachment R

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of September, 1983, by and between the City of Hailey, an instrumentality of the State of Idaho, party of the first part, hereinafter called "City", and the Indian Creek Ranch Owners Association, incorporated under the laws of the State of Idaho, party of the second part, hereinafter called "Owners", is as follows:

W I T N E S S E T H:

WHEREAS, City was issued State of Idaho Water Permit No. 37-7854 with a priority date of July 23, 1980, for the purpose of developing additional water from the Indian Creek Springs to augment the flows so as to be able to generate power with a total of 5 c/f/s by partially using their existing system; and,

WHEREAS, Owners represent an association of 182 lot owners and 20 townhouse sites who have succeeded to certain decreed water rights; and,

WHEREAS, Owners have filed Application for Permit No. 37-7909 requesting the use of 6 c/f/s of water from Indian Creek at places substantially below the springs which the City seeks to develop and the owners have filed Application No. 37-8035 for 3.5 c/f/s of ground-water for domestic purposes; and,

WHEREAS, the City protested Application No. 37-7909, and the issuance of said permit depends upon the agreement of the parties hereto, and Application No. 37-8035 has been published but is not issued; and,

WHEREAS, this issue and other issues need to be resolved concerning the waters of Indian Creek Springs and Indian Creek and the parties wish to delineate their agreement in writing; and,

WHEREAS, the City of Hailey intends to construct a water reservoir and piping facility in the Indian Creek area. The City has applied for a Conditional Use Permit with Blaine County to build the project. Some of the individuals of the Ranch Owners Association have protested the project proposed by the City. The owners are desirous of deeding an alternate site to the City pursuant to the terms of this Agreement. An appeal is presently pending before the Blaine County Board of Commissioners regarding the issue of whether Hailey may build a water reservoir and piping facility on BLM property adjacent to Ranch Owners property.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. Purpose. The purpose of this agreement is to delineate and to prioritize as between the parties hereto, the rights of the parties to previously unappropriated waters of Indian Creek during the non-irrigation season as well as to the methods of protection of certain base flows in the stream. A further purpose is to provide a site for the City's water reservoir and piping facility and related purposes.

2. Decreed Water Rights. The parties acknowledge that the City owns and has priority to 131 miner's inches of the waters of Indian Creek Spring which may be diverted for "municipal" purposes on a year-round basis. The Owners are entitled to and were decreed all of the water over and above the 131 inches for irrigation and other beneficial uses during the irrigation season and for stock water and other related non-irrigation season uses. The parties further recognize that all of the waters of Indian Creek Spring and Indian Creek are presently utilized for beneficial purposes during the irrigation season.

2a. The parties acknowledge that in a year where there is not more than 131 miner's inches available in the waters of Indian Creek Spring at the City's pipeline diversion, the City would be entitled to all of

its 131 miner's inches, before the Owners are entitled to any water.

3. Protection of Existing Water Source. The parties acknowledge that their primary interest is the protection of the present respective water supply from the Indian Creek Springs. While it is acknowledged that water measurements on Indian Creek are infrequent and inconclusive, it appears that the approximate 6 c/f/s of flow is totally utilized either by diversion to Hailey through their pipeline or by the Owners during the irrigation season. Consequently, any increased diversions by the City to 5 c/f/s pursuant to Permit No. 37-7854, may require further development of the springs. The City acknowledges and agrees that if said development is pursued and results in a decline in present spring flows, or would force the pumping of water so as to make the present water amounts available, that the City shall be responsible for the installation of pumping equipment and all of the annual operation and maintenance costs so to insure the flow to the Owners.

4. Minimum Flow. Owners agree that if the City if to proceed pursuant to Permit No. 37-7854, the City agrees that the stream will be protected by the establishment of a minimum flow. Two continuous measurements will be made to insure said flow. .75 c/f/s will be required in the creek channel below the inflow from the artesian well in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 23; and 1.5 c/f/s will be required below the lake in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 27. City shall install and maintain measuring devices at these locations. Any water which arises below City's pipeline shall also be deemed subject to Owners' rights under 37-7909.

5. Power Development. It is understood and agreed that the City's power development may not be feasible. In the event that the City elects not to pursue power development, Owners may pursue power development. If no power proposal is pursued to completion, it is acknowledged as between the parties hereto that the other uses identified in Owners'

Application 37-7909 shall be deemed in full force and effect for the purpose of water right perfection.

6. Fire Protection - Use of Penstock. Under the plan of the City, if a water project is developed as the City now proposes, the addition of valves at given points along the penstock could help Owners solve their fire protection problems. If the City's water project is constructed, provision will be made for said valves at locations where requested by Owners, all at the expense of Owners. An operating criteria shall be developed by the City and Owners concerning the operation of said valves, it being understood that said use will only be in times of emergency. Owners shall be liable for any damages to the City which may result from the unauthorized or non-emergency use of said valves and appurtenant fire protection equipment installed by the Owners.

7. Easements. Some question exists as to the City's easement rights. This agreement (entered into by Owners as an Association) should not be construed as a grant of easement across the particular parcels (if one needs to be obtained) for the enlargement of the existing pipeline or for any other purposes. However, the parties acknowledge and understand that the entire agreement and its enforceability is contingent upon the grant of certain permanent easements for pipelines,, power lines and mains, as well as access to the project itself, and certain temporary construction easements or licenses for the purposes of excavation, construction, installation and refilling ditches and trenches for the location of such pipelines, power lines and mains, more fully described as follows:

a. A permanent easement from the project site to the dead end of Homestead Drive between lots 41 and 42 for access to the project, pipelines, power lines and mains, 40 feet in width.

b. A temporary construction easement or license for the construction of the same, possibly 40 feet in width on either side of the permanent easement.

c. A permanent easement for the construction of the same within the Homestead Drive right-of-way along side lots 42 extending SSW and continuing NW on the road alongside the southern border of lot 40 or the northern border of lot 37, terminating at the intersection with the City of Hailey's existing pipeline easement.

d. A temporary construction easement or license for the same and alongside the permanent easements, on lots 42 and 40 or 37, approximately 40 feet in width.

e. It is agreed that any parcel of property subject to a temporary construction easement will be returned to the state existing prior to construction.

f. Owners acknowledge and agree to grant all permanent easements with regard to common area of Owners and to use best efforts to secure the remaining easements regarding individual lot ownership. Owners agree to convey by deed the "alternate site" described on Exhibit "A", attached hereto. The parties agree that the deed will contain a restrictive covenant and reversion providing that the "alternate site" be used by the City only for water reservoir and piping facilities and purposes directly related thereto, including hydroelectric power generation.

W.R.
J.F.
J.H.
g. It is understood that the association does not have the authority to grant easements on private lots.

h. All easements are described on Exhibit "B", attached hereto and incorporated herein.

8. Domestic Water. Owners have filed Application No. 37-8035 to use subterranean water.

The Owners acknowledge and agree that if current diversions of subterranean waters or any increased diversions by the Owners pursuant to Application No. 37-8035 result in a decline in the present flows, or would force the pumping of water so as to make the present water available, that the Owners shall

be responsible for the installation of pumping equipment and all the annual operation and maintenance costs so as to insure the flow to which the City is entitled.

9. No Contest. The parties agree that they will not contest the beneficial uses of water of the other, and acknowledge that said present beneficial uses are perfected.

10. Withdrawal of Protest. The City agrees to withdraw its protest to the Owners' application 37-7909. The provisions of this agreement shall be deemed as conditions to the City's Permit No. 37-7854, and to the issuance of Owner's Application No. 37-7909, and incorporated therein and made a part thereof as binding conditions.

11. Authority of Owners. Owners are an Association under state law. The Board of Directors have authority to bind their members to this Agreement. The parties to this Agreement understand that the Association has been polled prior to the execution of this Agreement.

12. Work in Process on Permits. The parties hereto waive the requirements of Idaho Code §42-311 concerning Permit No. 37-7854 and 37-7909 as between each other. Both agree not to contest applications of the other to extensions of time under their respective permits.

13. Disclaimer Responsibility. Both parties hereto waive causes of action against the other except for injuries caused as a result of the negligence or intentional acts of the other's agents or employees, or as otherwise stated herein.

14. Variations in Water Flows. It is anticipated that from time to time scheduled maintenance of a power facility will require dumping of water into the stream channel so as to bypass the power facilities for the purposes of conducting such maintenance. It is understood and agreed that the City shall give forty-eight

(48) hours notice of scheduled maintenance. In the event of emergency turn-offs or by-pass, the City shall give as much notice as possible to the Owners.

15. Waiver as to Claims of Right for Diversions Below Owners. It is understood that there are other lands below those of Owners on Indian Creek which may have some right to the creek water during the irrigation season. This Agreement is entered into without knowledge, nor representation as to those additional rights, if any.

16. Measuring Devices. The parties herein agree to furnish and properly maintain measuring devices at their own points of diversion (exclusive of the devices required by Paragraph 4) according to standard specification for measuring devices recognized by the Idaho Department of Water Resources.

17. Blaine County Approval. The Ranch Owners Association agrees to cooperate with the City of Hailey in securing Blaine County approval of a Conditional Use Permit on the alternate site. This Agreement is expressly made contingent upon Blaine County approval of the Hailey project on the alternate site.

18. Owners' Design Review Committee Approval. It is agreed that prior to project construction, the City shall secure the Ranch Owners' Design Review Committee approval of the following with respect to the project:

a. Landscaping, building design and materials, fencing, berming, noise abatement (0 decibel increase at 300 feet). Other than the specified noise abatement, said approval shall not be unreasonably withheld. The parties agree that this provision has been complied with as of the date of the execution of this agreement.

19. Attorney's Fees. In the event that either party hereto must initiate legal action to remedy a default or to terminate through foreclosure action the other's rights, the prevailing party shall be awarded reasonable attorney's fees.

J

20. The parties hereto bind themselves, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused their presence to be executed the day and year first above written.

CITY OF HAILEY

By: Worrell Rainey
WORDELL J. RAINEY,
Mayor

ATTEST:
Constance M. Ellway
Constance M. Ellway
Clerk

INDIAN CREEK RANCH OWNERS
ASSOCIATION

By: Nicholas Allen
President

ATTEST:
James R. Holcomb
Secretary

ACKNOWLEDGMENTS

STATE OF IDAHO)
 : ss.
COUNTY OF BLAINE)

On this 23rd day of September, 1983, before me, a Notary Public in and for the State of Idaho, personally appeared WORDELL J. RAINEY and CONSTANCE M. ELLWAY, known to me to be the Mayor and Clerk, respectively, of the City of Hailey, the instrumentality of the State of Idaho which executed the foregoing instrument, and acknowledged that such instrumentality executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC in and for
the State of Idaho
residing at Hailey
Commission expires Lifetime

STATE OF IDAHO)
 : ss.
COUNTY OF BLAINE)

On this day of , 1983, before me, a Notary Public in and for the State of Idaho, personally appeared and , known to me to be the President and Secretary, respectively, of the INDIAN CREEK RANCH OWNERS ASSOCIATION, the association that executed the foregoing instrument, and acknowledged that such association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official seal the day and year in this
certificate first above written.

NOTARY PUBLIC in and for
the State of Idaho,
residing at _____.
Commission expires _____.

EXHIBIT "A"

A parcel of land located in the common ground of Indian Creek Ranch Subdivision, and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ in Section 33, Township 3 North, Range 18 East of the Boise Meridian, Blaine County, Idaho, particularly described as follows:

Beginning at the northwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
thence South 86°06'08" East 578.51 feet to the
True Point of Beginning;
thence South 77°58'54" East 175.00 feet;
thence South 12°01'06" West 115.00 feet;
thence North 77°58'54" West 175.00 feet;
thence North 12°01'06" East 115.00 feet to the
True Point of Beginning, containing 0.46 acres,
more or less.

EXHIBIT "B"

A parcel of land 20 feet in width for the construction and maintenance of an overflow ditch located in the said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and more particularly described as follows:

Beginning at the northwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
thence South 80°11'20" East 573.13 feet to a point on the westerly boundary of the above described parcel, which bears South 12°01'06" West 59.65 feet from the northwest corner thereof, and the True Point of Beginning.

thence South 87°01'05" West 137.68 feet;
thence South 02°58'55" East 20.00 feet;
thence North 87°01'05" East 132.32 feet to the westerly boundary of the above described parcel.
thence North 12°01'06" East 20.71 feet along the westerly boundary of the above described parcel to the True Point of Beginning, containing 0.06 acres, more or less.

And also including a parcel for the purpose of ingress and egress 20 feet in width, and lying 10 feet on each side of the following described centerline:

Beginning at the northwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$;
thence South 44°13'32" East 953.79 feet to a point which lies in the center of the northerly boundary of an access road, which lies between Lots 41 and 42 of said Indian Creek Ranch Subdivision, and the True Point of Beginning;

thence North 106.90 feet northwesterly on the arc of a curve to the left with a radius of 175.00 feet, a central angle of 35°00'00" and a chord which bears North 10°01'30" East 105.25 feet to a point of tangency;

thence North 07°28'30" West 169.59 feet to a point of curvature;

thence northwesterly 59.54 feet on the arc of a curve to the right with a radius of 175.00 feet, a central angle of 19°29'36", and a chord which bears North 02°16'18" East 59.25 feet to a point of tangency;

thence North 12°01'06" East 173.25 feet to a point on the southerly boundary of the above described parcel, which point lies 25.00 feet westerly of the southeast corner thereof, containing 0.23 acres, more or less.

And also including an easement for the construction of a concrete water reservoir located in said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ in Section 33, more particularly described as follows:

Beginning at the northwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence North 88°22'34" East 558.46 feet to the True Point of Beginning; thence South 77°58'54" East 255.00 feet; thence South 12°01'06" West 215.00 feet; thence North 77°58'54" West 255.00 feet; thence North 12°01'06" East 215.00 feet to the True Point of Beginning, containing 1.25 acres, more or less.

And also including an easement for the construction of an access road over a strip of land 100.00 feet in width and lying 50.00 feet on each side of the following described centerline:

Beginning at the northwest corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence South 44°13'32" East 953.79 feet to the center of the north end of an access road lying between Lots 41 and 42 of Indian Creek Ranch Subdivision and the True Point of Beginning;

thence northwesterly 106.90 feet on the arc of a curve to the left with a radius of 175.00 feet, a central angle of 35°00'00", and a chord which bears North 10°01'30" East 105.25 feet to a point of tangency;

thence North 07°28'30" West 169.59 feet to a point of curvature;

thence northerly 59.54 feet on the arc of a curve to the right with a radius 175.00 feet, a central angle of 19°29'36", and a chord which bears North 02°16'18" East 59.25 feet;

thence North 12°01'06" East 123.25 feet to a point on the southerly boundary of the above described

easement lying 75.00 feet west of the southeast corner thereof, containing 1.05 acres, more or less.

And also including an easement for access and the construction and maintenance of a water line over Homestead Drive and the adjacent access roads lying between Lots 34 and 37, Lots 37 and 40, and Lots 41 and 42 of said Indian Creek Ranch Subdivision as shown on the Plat of Indian Creek Ranch Subdivision No. 3, and the records of Blaine County, Idaho.

ACCEPTABLE WATER MEASUREMENT DEVICES

The Department of Water Resources approves the use of any standard water measurement device for which information is readily available. The type selected will depend upon the particular conditions at your diversion point. Any of the following standard types may be used:

Weirs

- a. rectangular
- b. cipolletti
- c. v-notch

Orifices

Flumes

- a. parshall flume
- b. trapezoidal flume

Commercial Types

- a. displacement or propeller meter
- b. velocity pressure meter
- c. deflection meter
- d. meter gates

Regardless of the type used, the device must be properly installed to insure standard conditions. Other types may be approved upon written application to the Department stating the description of the device and how you intend to use it. If the device that you install is not a standard type, you should obtain an extra copy of the rating table for this office.

Attachment S

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 37-07854

Priority: July 23, 1980

Maximum Diversion Rate: 3.38 CFS
Maximum Diversion Volume: 2,450.0 AF

It is hereby certified that CITY OF HAILEY
115 S MAIN ST # H
HAILEY ID 83333 has complied with the terms and
conditions of the permit, issued pursuant to Application for Permit dated July 23, 1980; and has
submitted Proof of Beneficial Use on October 25, 1985. An examination indicates that the works have a
diversion capacity of 3.38 cfs of water from:

SOURCE

INDIAN CREEK SPRING

Tributary: BIG WOOD RIVER

and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL DIVERSION VOLUME</u>
POWER	01/01 to 12/31	3.38 CFS	2,450.0 AF

LOCATION OF POINT OF DIVERSION:

INDIAN CREEK SPRING SW¼SE¼NW¼ Sec. 23, Twp 03N, Rge 18E, B.M., BLAINE County

PLACE OF USE: POWER

Twp Rge Sec	NE				NW				SW				SE				
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03N 18E 33		X															

CONDITIONS OF APPROVAL

1. This right does not constitute Idaho Public Utilities Commission or Federal Energy Regulatory Commission approval that may be required.
2. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 37.
3. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
4. The diversion and use of water for hydropower purposes under this license is subject to review by the Director on or after June 14, 2020. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.
5. The rights for the use of water confirmed in this license shall be junior and subordinate to all rights for the use of water other than hydropower, within the State of Idaho that are initiated later in time than the priority of this right and shall not give rise to any right or claim against any future rights for the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this right.

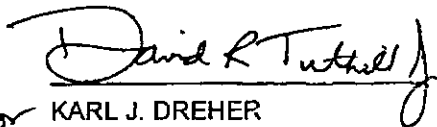
State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 37-07854

6. Use of water under this right shall be non-consumptive.
7. Rights 37-00296, 37-00717 and 37-01216 are also diverted through the point of diversion described above.
8. This right does not grant any right-of-way or easement across the land of another.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed and sealed this 30th day of September, 2005.


for **KARL J. DREHER**
Director

Attachment T

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-7854

NAME AND ADDRESS: CITY OF HAILEY
115 S MAIN ST # H
HAILEY ID 83333

SOURCE: INDIAN CREEK SPRING

TRIBUTARY: INDIAN CREEK

QUANTITY: 3.380 CFS
2,450.00 AFY

PRIORITY DATE: 07/23/1980

The rights for the use of water confirmed in this right shall be junior and subordinate to all rights for the use of water other than hydropower, within the State of Idaho that are initiated later in time than the priority of this right and shall not give rise to any right or claim against any future rights for the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this right.

POINT OF
DIVERSION:

T03N R18E S23 SWSNW Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
POWER	01/01 12/31	3.380 CFS 2,450.00 AFY

Use of water under this right shall be non-consumptive.

Power generation is at the Indian Creek Spring Power Plant.

PLACE OF USE:

POWER in BLAINE County

T03N R18E S33 NWNE

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

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.

The diversion and use of water for hydropower purposes under this right is subject to review by the Director on or after June 14, 2020. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License