

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 43-47B
Date Received: 4/15/99
Receipt No: S022028
Received By: *DA*

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

1. Name of Claimant(s)

ROSCOE B WARD Phone: (208)824-5591
PO BOX 108
ALMO ID USA 83312

JOYCE WARD Phone: (208)824-8891
PO BOX 108
ALMO ID USA 83312

2. Date of Priority: 04/01/1872

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

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
16S	25E	11	NW NW	CASSIA	
16S	25E	11	SW SE NW	CASSIA	

5. Description of diverting works:

HEADGATES, DAMS
WELL, PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	1.82	

7. Total Quantity Appropriated is:
1.82 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
16S	25E	11	SW	NE		IRRIGATION	40
			SE	NE		IRRIGATION	10
			SE	NW		IRRIGATION	40
						Section Acres	90
16S	25E	12	NE	NE		IRRIGATION	20
			NW	NE		IRRIGATION	20
			SW	NE		IRRIGATION	20
			NE	NW		IRRIGATION	20
			SE	NW		IRRIGATION	30
						Section Acres	110
16S	26E	6	NW	NE		IRRIGATION	30
			SW	NE		IRRIGATION	20
			NE	NE		IRRIGATION	20
			NE	NW		IRRIGATION	30
			NW	NW		IRRIGATION	30
			SW	NW		IRRIGATION	10
			SE	NW		IRRIGATION	20
						Section Acres	160
						Total Acres	360

11. Place of use in counties: CASSIA

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

1-6-98: CHANGE OF ADDRESS PER NOTICE REC'D 1-5-98 - VH 1-23-98: ADDED WIFE JOYCE WARD TO CLAIMS PER NOTICE REC'D 9-22-97

15. Basis of Claim: Decreed

16. Signature(s)

For Individuals:

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

Signature of Claimant(s): Roscoe B. Word Date: 2-8-01

Joyce Ward Date: _____

State of Idaho)

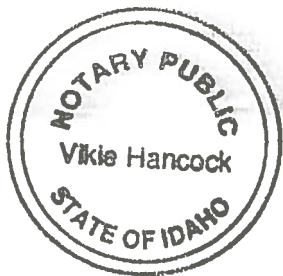
County of San Luis) SS.

Subscribed and sworn (or affirmed) before me this 8th
of Feb 2001 [Signature]

Notary Public

Residing at Buhl, Id

My commission Expires 5-7-2003



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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A43-00047B
Date Received: 6/ 5/1989
Receipt No: 607028
Received By: DJ

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

1. Name: ROSCOE B WARD 208-824-5591
Address: PO BOX 108
ALMO ID 83312

AND

Name: JOYCE WARD 208-824-8891
Address: PO BOX 108
ALMO ID 83312

2. Date of Priority: APR 1, 1872

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
16S	25E	11	NW	NW			CASSIA

5. Description of diverting works:
HEADGATES, DAMS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	1.820		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
16S	25E	11	SW	NE		IRR	40.0

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
16S	25E	11	SE		NE		IRR	10.0
			SE		NW		IRR	40.0
			Section Acres					90.0
		12	NE		NE		IRR	20.0
			NW		NE		IRR	20.0
			SW		NE		IRR	20.0
			NE		NW		IRR	20.0
			SE		NW		IRR	30.0
			Section Acres					110.0
	26E	6	NE		NE		IRR	20.0
			NW		NE		IRR	30.0
			SW		NE		IRR	20.0
			NE		NW		IRR	30.0
			NW		NW		IRR	30.0
			SW		NW		IRR	10.0
			SE		NW		IRR	20.0
			Section Acres					160.0
			Total Acres					360.0

11. Place of use in counties: CASSIA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A43-04181, 02411, 10280, 00280

14. Remarks:
1-6-98: CHANGE OF ADDRESS PER NOTICE REC'D 1-5-98 - VH
1-23-98: ADDED WIFE JOYCE WARD TO CLAIMS PER NOTICE REC'D 9-22-97

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

ALBION-IDAHO LAND CO.

Decree Plaintiff

JOBE ADAMS ET AL

vs Decree Defendant

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): Roscoe Ward Date: 4-14-99
Joyce Ward Date: 4-14-99

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 14th day
of April 19 99

T. Douglas Jones
Notary Public

Seal

Residing at Buhl, ID

My Commission Expires 8/8/2001

10/03/2000

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

RIGHT NUMBER: 43-47B

NAME AND ADDRESS: JOYCE WARD
ROSCOE B WARD
PO BOX 108
ALMO, ID 83312

SOURCE: RAFT RIVER TRIBUTARY: Snake River

QUANTITY: 1.82 CFS

USE OF THIS RIGHT WITH RIGHTS LISTED BELOW IS LIMITED TO A
TOTAL COMBINED DIVERSION RATE OF 7.80 CFS. COMBINED RIGHT
NOS.: 43-280, 43-2411, 43-4181, 43-10820.

PRIORITY DATE: 04/01/1872

POINT OF DIVERSION: T16S R25E S11 SENWNW Within CASSIA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04-01 10-31	1.82 CFS

PLACE OF USE:

IRRIGATION Within CASSIA County

T16S R25E S11	SENE	33	T16S R25E S11	SWNE	39
T16S R25E S11	SENE	40	T16S R25E S12	NENE	3.8
T16S R25E S12	NWNE	12	T16S R25E S12	NENW	7.9
T16S R25E S12	SENE	0.3	T16S R25E S12	SWNE	20
T16S R25E S12	SENE	21	T16S R25E S12	SWNW	20
T16S R26E S6	SWNE	13	T16S R26E S6	SENE	11
T16S R26E S6 LOT 1	NENE	33	T16S R26E S6 LOT 2	NWNE	37
T16S R26E S6 LOT 3	NENW	46	T16S R26E S6 LOT 4	NWNW	45
T16S R26E S6 LOT 5	SWNW	8.4			
390.4 ACRES TOTAL					

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 91 ACRES WITHIN
THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION
SEASON.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED
TO THE IRRIGATION OF A COMBINED TOTAL OF 390 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-280, 43-2411, 43-
4181, 43-10820.

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.

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF
WATER DISTRICT 43B.

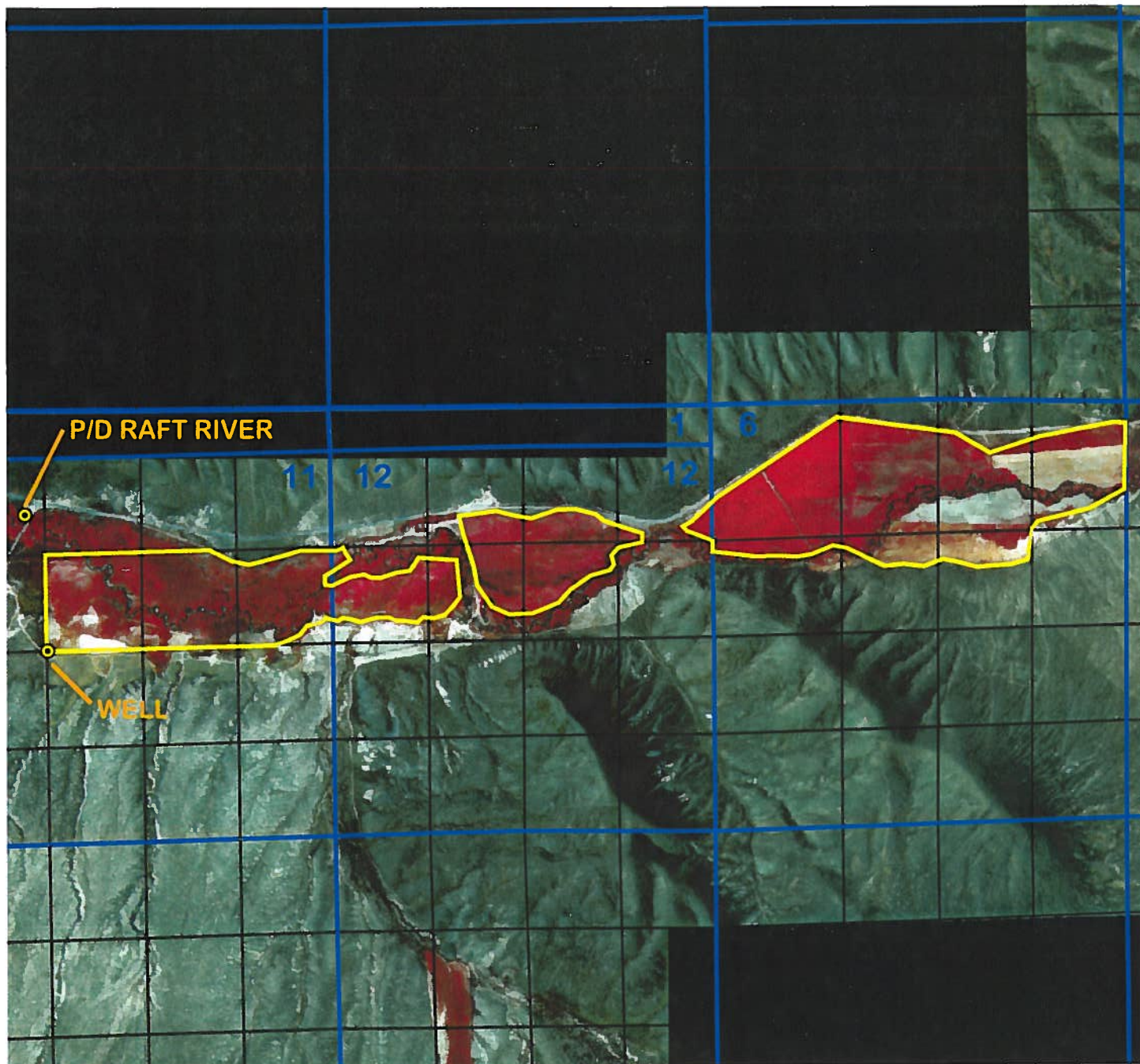
EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT
TO SECTION 42-1425, IDAHO CODE.

Idaho Department of Water Resources

**RIGHTS: 43-02411, 43-04181
43-00047B, 43-00280, 43-10820**

**RECOMMENDED PLACE OF USE
TWP 16S, RNG 25E, SEC 11, 12
TWP 16S, RNG 26E, SEC 6
Data entry on August 25, 2000**



● RECOMMENDED POINT OF DIVERSION

□ RECOMMENDED PLACE OF USE

□ SECTION LINES

□ QUARTER/QUARTER LINES



**GIS PLACE OF USE PRESENTATION
1987/1988 NAPP AERIAL PHOTOGRAPHY
DATA ENTRY BY VIKIE HANCOCK**

JPEG 43-00047B



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

December 26, 2000

Mr. Roscoe Ward
P.O. Box 108
Almo, ID 83312

RECEIVED

DEC 28 2000

Department of Water Resources
Southern Region

RE: Raft River Basin Water Rights

Dear Mr. Ward:

This afternoon I was reviewing some information related to water rights in the Raft River basin, and I came across your letter dated July 19, 2000 (copy enclosed), which does not appear to have been answered. If that is the case, I apologize for the lateness of this reply.

In the letter you have asked for advice regarding the filing of claims for your water use. In response, I will relate your situation to the claim filing technique that I discussed at the June 20th meeting in Malta.

It appears from your description that you are in the situation of having replaced declining Raft River flows with ground water. In this situation, you are entitled to claim two water rights. First, you can claim the ground water right that you developed at the well head. This claim should show the ground water license or beneficial use water right that was used to initiate your well. Second, you can claim your water right from the Raft River. In your situation, where you presently use the river water that is available at your point of diversion, the locations of the point of diversion and the places of use should be clear.

The remaining question that you might have regards the flows that at one time were available in Raft River, but now are much less frequently available due to ground water pumping. Armed with the results of the adjudication, including your resulting Raft River partial decree, you will be able to pursue various administrative and legal remedies to this situation. The clarification of these remedies is beyond the scope of the adjudication -- but this Department anticipates that some water right holders will be pursuing these remedies in the future.

Sincerely,

David R. Tuthill, Jr., P.E.
Chief, Adjudication Bureau

Cf: Doug Jones

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 N. ORCHARD STREET
P.O. BOX 83720
BOISE, IDAHO 83720-0098

JULY 19,00

RECEIVED

JUL 24 2000

Department of Water Resources

DEAR MR. TUTHILL:

AT THE WATER MEETING JUNE 20TH, 2000 IN MALTA I UNDER-
STOOD YOU SAID THAT WE COULD CLAIM OUR WELL HEAD AS
POINT OF DIVERSION FOR RAFT RIVER WATER. I HAVE NOT
EXPANDED MY ACRES SINCE THE JOBE ADAMS DECREE.

I HAVE TRIED TO FILE MY CLAIMS IN TWIN FALLS, IDAHO WITH
VICKI HANCOCK AND SHE TELLS ME I CANNOT DO THAT.

WHEN RAFT RIVER WATER IS AVAILABLE FOR ME I HAVE ALWAYS
TAKEN IT INSTEAD OF TURNING ON MY PUMP.

IF ANYONE SHOULD CLAIM A WELL HEAD AS A DIVERSION
POINT IT SHOULD BE ME.

COULD YOU TELL ME HOW TO GO ABOUT DOING THIS?

THANK YOU SO MUCH FOR YOUR PROMPT ATTENTION TO THIS
MATTER.

SINCERELY,

Roscoe Ward

ROSCOE WARD
P.O. BOX 108
ALMO, IDAHO 83312

RECOMMENDATION NOTES

From: Vikie Hancock

8/31/00

Regarding: Claims 43-00047B, 43-00280 and 43-10820

These three claims are decreed rights from Raft River included in the 1928 Jobe Adams Decree.

43-00280 and 43-10820 are decreed to the same 280 acre place of use, and there has been an accomplished transfer of place of use. Water once used in the NENE Section 10 is now applied to land in Sections 11 & 12 of 16S, 25E and in Section 6 of 16S, 26E. It is impossible to state for certain whether the entire 280 acres were irrigated at the time of the decree, but it is more likely that a standard one inch per acre was awarded for this right, which would indicate a very plausible 240 acres. **43-10820** is a combination of decreed rights **43-00278 and -00279**. These rights were both decreed with priority dates of 4-1-1872 and have a specific season of 4-1 to 7-1 each year. They total 4.8 cfs. **43-00280** is also for 4.8 cfs, has a priority date of 1879 and a specific season of 7-1 to 10-1 of each year. Language in the Jobe Adams decree states that the 4.8 cfs diversion rate represented by 43-00280 a part of, and not in addition to, the 4.8 cfs represented by 43-00278 and -00279. My recommendation for these two claims are for a combined total of 4.8 cfs from Raft River for the irrigation of a combined total of 240 acres within a PPU of 389 acres.

43-00047B represents the remaining portion of a right decreed in the Jobe Adams to lots 1, 2, 3, 4, & 5, Section 6, T16S, R26E. Documents in the file show that, between the time of filing of the lawsuit and the time of issuance of the Decree, 2.0 of the 3.82 cfs from Raft River that were included in the Decree were transferred by sale from the place of use. This transfer was not recorded with the department of Water Resources (Reclamation). This claim represents the 1.82 cfs remaining. 43-00047A, claimed by Spencer Brothers, represents the transferred portion. It appears that of the original decreed tracts, it would have been reasonable that believe that 191 acres of those tracts could have been irrigated, as modern GIS methods calculate 166 irrigated acres there in 1987. If 2.0 cfs were transferred from the place of use, roughly 100 acres - at 1 inch per acre - would have been dried up to accomplish the transfer, leaving approximately 91 acres associated with this portion of the right. My recommendation for this claim, therefore, is for 1.82 cfs from Raft River for use on 91 acres within a PPU of 389 acres.

The single point of diversion from Raft River for all three rights is still functional, and the claimant, Roscoe Ward, still uses water from Raft River whenever it is available to fill his rights.

See claim file 43-02411 for maps and memos documenting the permissible place of use for surface and groundwater sources for this ranch.

16S26E

06 LT04	06 LT03	06 LT02	06 LT01	05 LT04	05 LT03	05 LT02	05 LT01	04 LT04	04 LT03	04 LT02	04 LT01	03 LT04	03 LT03	03 LT02	03 LT01	02 LT04	02 LT03	02 LT02	02 LT01	01 LT04	01 LT03	01 LT02	01 LT01
06 LT05	06 SE0W	06 SW0E	06 SE0E	05 SW0W	05 SE0W	05 SW0E	05 SE0E	04 SW0W	04 SE0W	04 SW0E	04 SE0E	03 SW0W	03 SE0W	03 SW0E	03 SE0E	02 SW0W	02 SE0W	02 SW0E	02 SE0E	01 SW0W	01 SE0W	01 SW0E	01 SE0E
06 LT06	06 NE0W	06 NW0E	06 NE0E	05 NW0W	05 NE0W	05 NW0E	05 NE0E	04 NW0W	04 NE0W	04 NW0E	04 NE0E	03 NW0W	03 NE0W	03 NW0E	03 NE0E	02 NW0W	02 NE0W	02 NW0E	02 NE0E	01 NW0W	01 NE0W	01 NW0E	01 NE0E
06 LT07	06 SE0W	06 SW0E	06 SE0E	05 SW0W	05 SE0W	05 SW0E	05 SE0E	04 SW0W	04 SE0W	04 SW0E	04 SE0E	03 SW0W	03 SE0W	03 SW0E	03 SE0E	02 SW0W	02 SE0W	02 SW0E	02 SE0E	01 SW0W	01 SE0W	01 SW0E	01 SE0E
07 LT01	07 NE0W	07 NW0E	07 NE0E	06 NW0W	06 NE0W	06 NW0E	06 NE0E	05 NW0W	05 NE0W	05 NW0E	05 NE0E	04 NW0W	04 NE0W	04 NW0E	04 NE0E	03 NW0W	03 NE0W	03 NW0E	03 NE0E	02 NW0W	02 NE0W	02 NW0E	02 NE0E
07 LT02	07 SE0W	07 SW0E	07 SE0E	06 SW0W	06 SE0W	06 SW0E	06 SE0E	05 SW0W	05 SE0W	05 SW0E	05 SE0E	04 SW0W	04 SE0W	04 SW0E	04 SE0E	03 SW0W	03 SE0W	03 SW0E	03 SE0E	02 SW0W	02 SE0W	02 SW0E	02 SE0E
07 LT03	07 NE0W	07 NW0E	07 NE0E	06 NW0W	06 NE0W	06 NW0E	06 NE0E	05 NW0W	05 NE0W	05 NW0E	05 NE0E	04 NW0W	04 NE0W	04 NW0E	04 NE0E	03 NW0W	03 NE0W	03 NW0E	03 NE0E	02 NW0W	02 NE0W	02 NW0E	02 NE0E
07 LT04	07 SE0W	07 SW0E	07 SE0E	06 SW0W	06 SE0W	06 SW0E	06 SE0E	05 SW0W	05 SE0W	05 SW0E	05 SE0E	04 SW0W	04 SE0W	04 SW0E	04 SE0E	03 SW0W	03 SE0W	03 SW0E	03 SE0E	02 SW0W	02 SE0W	02 SW0E	02 SE0E
18 LT01	18 NE0W	18 NW0E	18 NE0E	17 NW0W	17 NE0W	17 NW0E	17 NE0E	16 NW0W	16 NE0W	16 NW0E	16 NE0E	15 NW0W	15 NE0W	15 NW0E	15 NE0E	14 NW0W	14 NE0W	14 NW0E	14 NE0E	13 NW0W	13 NE0W	13 NW0E	13 NE0E
18 LT02	18 SE0W	18 SW0E	18 SE0E	17 SW0W	17 SE0W	17 SW0E	17 SE0E	16 SW0W	16 SE0W	16 SW0E	16 SE0E	15 SW0W	15 SE0W	15 SW0E	15 SE0E	14 SW0W	14 SE0W	14 SW0E	14 SE0E	13 SW0W	13 SE0W	13 SW0E	13 SE0E
18 LT03	18 NE0W	18 NW0E	18 NE0E	17 NW0W	17 NE0W	17 NW0E	17 NE0E	16 NW0W	16 NE0W	16 NW0E	16 NE0E	15 NW0W	15 NE0W	15 NW0E	15 NE0E	14 NW0W	14 NE0W	14 NW0E	14 NE0E	13 NW0W	13 NE0W	13 NW0E	13 NE0E
18 LT04	18 SE0W	18 SW0E	18 SE0E	17 SW0W	17 SE0W	17 SW0E	17 SE0E	16 SW0W	16 SE0W	16 SW0E	16 SE0E	15 SW0W	15 SE0W	15 SW0E	15 SE0E	14 SW0W	14 SE0W	14 SW0E	14 SE0E	13 SW0W	13 SE0W	13 SW0E	13 SE0E
18 LT01	18 NE0W	18 NW0E	18 NE0E	19 NW0W	19 NE0W	19 NW0E	19 NE0E	21 NW0W	21 NE0W	21 NW0E	21 NE0E	22 NW0W	22 NE0W	22 NW0E	22 NE0E	23 NW0W	23 NE0W	23 NW0E	23 NE0E	24 NW0W	24 NE0W	24 NW0E	24 NE0E
18 LT02	18 SE0W	18 SW0E	18 SE0E	19 SW0W	19 SE0W	19 SW0E	19 SE0E	21 SW0W	21 SE0W	21 SW0E	21 SE0E	22 SW0W	22 SE0W	22 SW0E	22 SE0E	23 SW0W	23 SE0W	23 SW0E	23 SE0E	24 SW0W	24 SE0W	24 SW0E	24 SE0E
18 LT03	18 NE0W	18 NW0E	18 NE0E	19 NW0W	19 NE0W	19 NW0E	19 NE0E	21 NW0W	21 NE0W	21 NW0E	21 NE0E	22 NW0W	22 NE0W	22 NW0E	22 NE0E	23 NW0W	23 NE0W	23 NW0E	23 NE0E	24 NW0W	24 NE0W	24 NW0E	24 NE0E
18 LT04	18 SE0W	18 SW0E	18 SE0E	19 SW0W	19 SE0W	19 SW0E	19 SE0E	21 SW0W	21 SE0W	21 SW0E	21 SE0E	22 SW0W	22 SE0W	22 SW0E	22 SE0E	23 SW0W	23 SE0W	23 SW0E	23 SE0E	24 SW0W	24 SE0W	24 SW0E	24 SE0E
26 LT01	26 NE0W	26 NW0E	26 NE0E	25 NW0W	25 NE0W	25 NW0E	25 NE0E	28 NW0W	28 NE0W	28 NW0E	28 NE0E	27 NW0W	27 NE0W	27 NW0E	27 NE0E	29 NW0W	29 NE0W	29 NW0E	29 NE0E	25 NW0W	25 NE0W	25 NW0E	25 NE0E
26 LT02	26 SE0W	26 SW0E	26 SE0E	25 SW0W	25 SE0W	25 SW0E	25 SE0E	28 SW0W	28 SE0W	28 SW0E	28 SE0E	27 SW0W	27 SE0W	27 SW0E	27 SE0E	29 SW0W	29 SE0W	29 SW0E	29 SE0E	25 SW0W	25 SE0W	25 SW0E	25 SE0E
26 LT03	26 NE0W	26 NW0E	26 NE0E	25 NW0W	25 NE0W	25 NW0E	25 NE0E	28 NW0W	28 NE0W	28 NW0E	28 NE0E	27 NW0W	27 NE0W	27 NW0E	27 NE0E	29 NW0W	29 NE0W	29 NW0E	29 NE0E	25 NW0W	25 NE0W	25 NW0E	25 NE0E
26 LT04	26 SE0W	26 SW0E	26 SE0E	25 SW0W	25 SE0W	25 SW0E	25 SE0E	28 SW0W	28 SE0W	28 SW0E	28 SE0E	27 SW0W	27 SE0W	27 SW0E	27 SE0E	29 SW0W	29 SE0W	29 SW0E	29 SE0E	25 SW0W	25 SE0W	25 SW0E	25 SE0E

7

034	1881-June 1 (Wilkes Tract)	3 s.f.	To be diverted from Clear Creek for the irrigation of $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, Sec. 33, Twp. 15 S. R. 27 E.B.M., $NW\frac{1}{4}NE\frac{1}{4}$, Sec. 4, Twp. 16 S. R. 27 E.B.M.
35	1881-June 1 (Shangle Tract)	3 s.f.	To be diverted from Clear Creek for the irrigation of $NW\frac{1}{4}$, Sec. 33, Twp. 15 S. R. 27 E.B.M.
36	1881-June 1 (Schwabacker Tract)	2.2 s.f.	To be diverted from Clear Creek for the irrigation of $S\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$, Sec. 4, Twp. 16 S. R. 27 E. B. M.
37	1881-June 1 (Kelso Tract)	1.4 s.f.	To be diverted from Clear Creek for the irrigation of $NE\frac{1}{4}$, Sec. 3, Twp. 16 S. R. 27 E.B.M.
38	<u>Albion-Idaho Land Company</u>		
	1886-June 15 (Leafy Neal Tract)	1.7 s.f.	To be diverted from Clear Creek for the irrigation of $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, Sec. 3 Twp. 15 S. R. 27 E.B.M.
39	1881-June 1 (James Kempton Tract)	.5 s.f.	To be diverted from Clear Creek for the irrigation of $NE\frac{1}{4}$, Sec. 15, Twp. 16 S. R. 27 E.B.M.
40	1887-June 1	2.2 s.f.	To be diverted from Clear Creek for the irrigation of $NE\frac{1}{4}$, Sec. 15, Twp. 16 S. R. 27 E.B.M.
41	1887-June 1 (Jerome Kempton Tract)	2.7 s.f.	To be diverted from Clear Creek for the irrigation of $NW\frac{1}{4}$, Sec. 15, Twp. 16 S. R. 27 E.B.M.
42	1886-June 15 (Galliher Tract)	2.2 s.f.	To be diverted from Clear Creek for the irrigation of $E\frac{1}{2}$, Sec. 32, $W\frac{1}{2}SW\frac{1}{4}$, Sec. 3 Twp. 15 S. R. 27 E.B.M.
43	1908-May 1 (Retan Tract)	2.6 s.f.	To be diverted from Clear Creek for the irrigation of $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, Sec. 4, Twp. 16 S. R. 27 E.B.M.
44	1887-June 1 (Pierce Tract)	4.4 s.f.	To be diverted from Clear Creek for the irrigation of $S\frac{1}{2}$ and the $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, Sec. 10, Twp. 16 S. R. 27 E.B.M.
45	1882-June 1 (Rice or Round Mountain Tract)	1.7 s.f.	To be diverted from Clear Creek for the irrigation of $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, Sec. 13, $NE\frac{1}{4}NE\frac{1}{4}$, Sec. 24, Twp. 16 S. R. 27 E.B.M.

PROVIDED: That the Albion-Idaho Land Company or any of the appropriators having a lower point of diversion shall not be entitled to divert any of the waters of the said Clear Creek when the same does not exceed 200 inches or 4 second feet, at the said Company's point of diversion.

Orlando Bateman and Ella Bateman
1884-Apr. 30

2 s.f. To be diverted from Raft River for the irrigation of $SE\frac{1}{4}SE\frac{1}{4}$, Sec. 23, $S\frac{1}{2}SW\frac{1}{4}$ and $NW\frac{1}{4}SW\frac{1}{4}$, Sec. 24, Twp. 15 S. R. 26 E.B.M.

1872-Apr. 1 3.82 s.f. To be diverted from Raft River for the irrigation of Lots 1, 2, 3, 4 and 5, Sec 6, Twp. 16 S. R. 26 E.B.M.

J. Edwin Barker and Teggie Barker
1884-Apr. 30
1881-Apr. 30
1894-Apr. 1

ALBION-IDAHO LAND COMPANY
-vs-
JOBE ADAMS, et al
DECREE #992 10-18-1928

ek for the
Twp. 13
e following

Ka. Kiv.
Alma Cr.
Warm Spgs.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF IDAHO, IN AND
FOR THE COUNTY OF CASSIA. 43-BX-1

LEa Kirk, et al,

Plaintiff,

Vs.

Findings of Fact.

A. Bartholomew et al,

Defendants.)

This case came on for hearing at the September Term, 1892 said cause being called for hearing it was stipulated by agreement of all to submit said cause on the testimony taken at the first trial of said cause and to argue the same at chambers. Said cause was argued at Chambers at Hailey in January, 1893, and afterwards said cause was called at the September Term, 1893, at Albion, Court then being in session, and the attention of said court was called to said testimony and arguments of counsel was had upon the evidence heretofore taken in pursuance of said stipulation.

Stewart and Dietrich appeared for plaintiff Raft River Land & Cattle Company and Stephen Keogh. F. S. Richards for plaintiff Lea Kirk. Hawley & Reeves for plaintiffs R. C. McCormick. & H. W. Smith for Sweetser Bros. & Pierce and James Hitt; Arthur Brown for the Durham Land & Cattle Company; F. S. Richards for the defendants, Langford, and J. R. Jones; J. C. Rogers for defendants Bartholomew, Hubbard, Whittaker and Brunson; Hawley & Reeves for G. V. Spencer, T. O. King, Jacob Paden, M. D. Durfee, H. R. Cahoon, H. D. Durfee Jr. W.E. Johnston, J. P. Janson, J. T. Taylor, Charles Heath, Charles Eames, G.B. Graham, Joseph Leeson, William Holt, J. W. Miller and Henry Eames.

The Court having heard and considered the

-7-

River.

I find that the Durham Land & Cattle Company is and was at the commencement of this suit a corporation organized and doing business under the laws of the State of Maine and owns property in the State of Idaho.

I find that the said Durham Land & Cattle Company is the owner of the William Emery claim, the Willard desert claim, A. Metcalf claim, the William A. Bull claim, the W. H. Murray claim, the Frank Gwin claim, the William Gwin claim, and the Lee Gusley claim; that it has appropriated from the waters of Raft River for each of said claims by and through its grantors. That the grantor William Emery made an appropriation in the year 1872 for his own claim of 160 acres and for what was afterwards known as the Willard claim upon which he had a squatter's right and which was regularly transferred to and belongs to this defendant. That he appropriated from the waters of said Raft River for the purpose of said two claims 600 inches of water; that there is necessary for the use of said claims an inch to the acre; that for the William Emery claim he has used an inch to the acre during each and every year during the early irrigating season, to wit from the 1st day of April to the 1st day of July; that for the use of that claim he is entitled to 160 inches during all ~~is~~ of the period aforesaid. That the land upon which said water was used as aforesaid and appropriated is described as the South 1/2 of the North East 1/4 of Sec. 11 and the South 1/2 of the North ^{West} ~~East~~ 1/4 of Sec. 12 Township 16 South Range 25 East, Boise Meridian.

For the Willard claim for the same period of time he is entitled to 371 inches dated from the same date, 1872; that the said defendant has used the above amounts of water during the times mentioned each

-8-

to the same amount of water to be used in late farming from July 1st to October 1st in each and every year.

I find that for the A. Metcalf claim the defendant company by and through its grantors appropriated from the waters of Raft River in the month of July 1884, to be used in irrigating the lands hereinafter described 160 inches of water to be used during the entire season from the 1st day of April until the 1st day of October; that the lands upon which said waters are so used are particularly described as follows: the East 1/2 of the South West 1/4, the West 1/2 of the South East 1/4, the South 1/2 of the North East 1/4 and the North West 1/4 of the South East 1/4 of Sec. 27, and the North West 1/4 of the South West 1/4 of the South West 1/4 of the North West 1/4 of Sec. 16, Township 15 South Range 26 East B. M.

I find that for the W. A. Bull claim it appropriated water from Raft River November 30 1879 to be used in irrigating the lands hereinafter described during the entire season from April 1st to October 1st, the amount of 95 inches; that it has used the above amount at the time mentioned each year down to the date of this decree; that the lands upon which said water was so used as aforesaid are particularly described as follows: the South East 1/4 of the South East 1/4 of Sec. 28, the South West 1/4 of the South West 1/4 of Sec. 27, the North East 1/4 of the North East 1/4 of Sec. 33, the North West 1/4 of the North West 1/4 of Sec. 34 Township 15 South Range 26 East, B.M.

I find that for the W. H. Murray claim it has appropriated from the waters of said Raft River in the month of July 1883 to be used in irrigating the lands hereinafter described during the entire season 80 inches of water. That it has used the above amounts at the times mentioned each year down to the date of this decree. That the lands upon which said water was so used as aforesaid are particularly described

43 B2-177
IN THE DISTRICT COURT FOR THE FOURTH JUDICIAL DISTRICT
OF IDAHO, IN AND FOR CASSIA COUNTY.

J. E. KIRK, et al,

Plaintiffs.

VS.

A. BARTHOLOMEW, et al,

Defendants

Decree

Upon filing the Findings of Fact and Conclusions of Law herein, counsel having been heard thereon and the Court being fully advised, it is considered, ordered, adjudged and decreed that the plaintiff, The Raft River Land & Cattle Company is awarded the use of the waters of Raft River and its tributaries as follows:

1. Twenty-five inches during the entire year for domestic and stock purposes upon the Shirley preemption claim, dating from April 1st, 1871.
2. One Hundred and sixty inches for Shirley preemption claim to be used during early irrigating season of each year from the 1st day of April up to July 1st, dating from April 1st, 1871.
3. One Hundred and sixty inches for the Shirley home-

It is further ordered, adjudged and decreed that the defendant, Durham Land & Cattle Company, is awarded the use of the waters of Raft River in amounts as follows: For the ^{William} Emery Claim 160 inches of water to be dated from the year 1872 and to be used in each year from April 1st to July 1st, during the early irrigating season, and the same amount of water ^{beginning with the year} ~~dating from~~ 1879 to be used from July 1st to October 1st of each year.

For the Willard Claim 371 inches to be dated from 1872 and to be used during the early irrigating season from April 1st to July 1st, and the same amount of water ^{beginning} ~~dating~~ ^{with the year} from 1879 to be used from July 1st to October 1st in each year.

For the A. Metcalf Claim 160 inches of water to be dated from July 1884 to be used during the entire season from April 1st to October 1st of each and every year.

For the William Bull Claim 95 inches to be dated from November 1879 to be used the entire season from April 1st to October 1st, in each year.

For the W. H. Murray Claim 80 inches to be dated from the month of July, 1883 to be used from April 1st to October 1st in each and every year.

For the William Gwin Claim 80 inches to be dated from the month of April, 1883, to be used the entire season from April 1st to October 1st of each and every year.

7-16-25 1928

INSTRUMENT NO. COMPARED
88336

WARRANTY DEED

155

THIS INDENTURE, Made this 22nd day of November
in the year of our Lord one thousand nine hundred and twenty-seven
between H. C. Barnes, and Annie Barnes, his wife,
of Idaho County of Cassia the parties of the first part, and
John G. Ward,
of Idaho County of Cassia the part J of the second part.

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

Three Thousand and no/100 - - - - - DOLLARS,
lawful money

of the United States of America, to them in hand paid by the said part J of
the second part, the receipt whereof is hereby acknowledged, in full granted, bargained and sold, and by these presents do grant,
bargain, sell, convey and confirm unto the said part J of the second part, and to his heirs and assigns forever, all the following
described real estate, situated in the County, of Cassia
State of Idaho, to-wit:

100 inches or two (2) second feet of the flow of the waters of Raft River,
with date of priority of April 1, 1872, as decreed to the Durham Land &
Cattle Company for use upon the Willard Claim in that certain action in the
District Court of the Fourth Judicial District of the State of Idaho, in and
for the County of Cassia, wherein Lee Kirk, et al were plaintiffs and A. Bar-
tholomew et al, were defendants, which decree bears date October 3, 1893,
the Commissioner of Reclamation of the State of Idaho, bearing date November,
17, 1927, for use upon the following described real estate in the County of
Cassia, State of Idaho, to-wit: Lots one (1) and two (2), the Northeast
quarter of the Northwest quarter (NE1/4) and the Northwest quarter of the
Northeast quarter (NW1/4) of Section seven; Lots one (1), two (2), three
(3) and four (4) of Section six (6), all in Township sixteen (16) South,
Range twenty-five (25) East Boise Meridian, and the Southwest quarter of the
Northeast quarter (SE1/4) and the East half of the Northeast quarter (E1/2)
of Section twelve (12), Township sixteen (16) South, Range twenty-four (24)
East Boise Meridian.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereto in anywise appertaining,
the reversion and remainder, remainder and remainder, rents, issues and profits thereof, and all estate, right, title and interest in and to
the said property, as well in law as in equity, of the said parties of the first part:

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

IN WITNESS WHEREOF, The said parties of the first part in full have set their hand & seal and the
day and year first above written.

Signed, Sealed and Delivered in the Presence of

J. A. Crockett

H. C. Barnes

SEAL

Annie Barnes

SEAL

SEAL

SEAL

STATE OF IDAHO

COUNTY OF CASSIA

On this 31st day of March

me John A. Crockett

in and for said County, personally appeared

H. C. Barnes and Annie Barnes, his wife

known to me to be the persons whose names are

written in the within instrument, and acknowledged to me that they executed the same.

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

written.

(J.P. SEAL)

Notary Public John A. Crockett
Residing at Logan, Utah.
My commission expires July 1, 1930.

Filed for record at the request of
at 10:20 o'clock A. M.

John G. Ward
April 18th., 1928

MAR 2 1933

Contract of Sale

THIS AGREEMENT Made this 27th day of January, in the year of our Lord one thousand nine hundred twenty-eight, between H. C. Barnes and Annie Barnes, his wife, of Logan, County of Cache, State of Utah, parties of the first part, and Orson Sanders, of Malta, County of Cassia, State of Idaho, party of the second part.

WITNESSETH: WHEREAS: the parties of the first part have agreed to sell and convey unto the said party of the second part two-thirds interest in and to the following described real estate in the County of Cassia, State of Idaho, to-wit; ~~Lots one (1), two (2),~~ three (3), four (4) and five (5) in Section six (6), Township sixteen (16) South, Range twenty-six (26) East Boise Meridian, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, for the sum of Three Thousand Two Hundred Eighty Dollars (\$3280) lawful money of the United States of America; and

WHEREAS, The party of the second part has agreed to purchase from the parties of the first part the above described real estate and has heretofore paid to the parties of the first part on said real estate the sum of \$500.00; and

WHEREAS, no definite or accurate survey has been made, determining the correct division of the two thirds interest to be sold by the parties of the first part to the party of the second part from the one-third interest that is not owned by the parties of the first part, and before a deed can be executed for the two-thirds interest of the parties of the first part in and to said real estate, it will be necessary that a survey be made and the lines of division determined between the said two-thirds interest and the one-third interest not owned by the parties of the first part.

NOW THEREFORE, In consideration of the premises afore-said, and of the sum of three thousand ~~two~~ ^{three} hundred eighty dollars (\$3280) lawful money of the United States of America, \$500.00 of which has been heretofore paid prior to the date of the execution of this contract, and the remainder, to-wit; \$2,880.00 to be paid on the date of the execution of this contract by the party of the second part, the parties of the first part hereby covenant and agree to sell and convey unto the said party of the second part, and the said party of the second part hereby covenants and agrees to purchase from the parties of the first part two-thirds of the following described real estate in the County of Cassia, State of Idaho, to-wit; ~~Lots one (1), two (2),~~ Three (3), four (4) and five (5) in Section six (6), Township sixteen (16) South, Range twenty-six (26) East Boise Meridian, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

It is further understood and agreed by and between the parties hereto that since the parties of the first part and the party of the second part entered into an agreement for the sale and purchase of the said real estate, and prior to the date of the execution of this contract, the parties of the first part have executed and delivered to one John C. Ward, at the instance and request of the party of the second part, a deed to 100 inches of the flow of the waters of Raft River, with date of priority, of April 1, 1872; that the said water so deeded to the said John C. Ward was, prior to such deed, an appurtenance to the real estate

Rec'd From
Rasce & Joyce Ward
4/19/99 DJ

Only 17
acres of lot
3

hereinbefore described, and was included in the purchase price hereinbefore provided to be paid by the party of the second part to the parties of the first part, and the said party of the second part does hereby covenant and agree to accept the said real estate as a full and complete compliance with the terms and conditions of this contract, without the said 100 inches or 2 second feet of the flow of the waters of Raft River, so transferred to the said John C. Ward.

It is further understood and agreed by and between the parties hereto that as soon after the date of the execution of this contract as is convenient, and prior to the first day of July, 1928, the parties hereto will have the real estate hereinbefore described surveyed and proper lines drawn dividing the two-thirds hereby sold by the parties of the first part to the party of the second part from the other one-third not owned by the parties of the first part, and the proper description of the said two-thirds interest determined by such survey. That upon the survey being made and the proper description of the two-thirds interest hereby sold by the parties of the first part to the party of the second part, determined, the parties of the first part will make, execute and deliver to the party of the second part, a good and sufficient warranty deed, conveying, title to the said premises, in fee simple, unconditional, free and clear of all incumbrances, excepting taxes for the year 1924, and all subsequent years.

It is further understood and agreed that the party of the second part has had possession of the said premises prior to the date of the execution of this contract, and that the said party of the second part shall be entitled to continue to hold possession of the said premises until the date of the execution of the deed hereinbefore provided for.

The parties hereto do respectfully bind their heirs, executors, administrators and assigns, as fully and completely as if severally and separately mentioned and described herein.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals, and executed these presents in duplicate the day and year first above written.

H. C. Barnes (Seal)

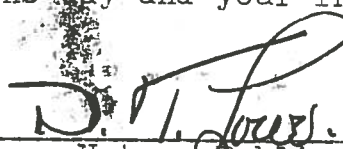
Amie Barnes (Seal)

Orson J. Sanders (Seal)

County of Cassia) ss

On this 27th day of January, 1928, before me, S. T. Lowe, a notary public, in and for said State personally appeared Orson Sanders, known to me to be one of the persons whose name is subscribed to the within instrument, and acknowledged to me that he 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.

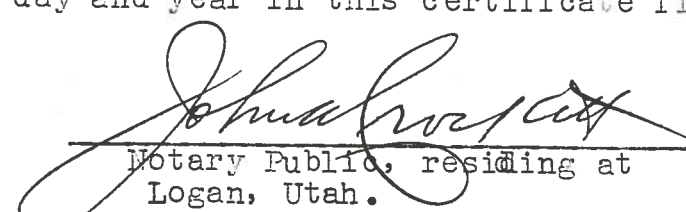


Notary Public, residing at
Burley, Idaho.

State of Utah v)
County of Cache) ss

On this 31st day of March, 1928, before me John A. Crockett a notary public, in and for said State personally appeared H. C. Barnes and Annie Barnes, known to me to be two of the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Notary Public, residing at
Logan, Utah.

My commission expires July 1, 1930