

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: A43-00327
Date Received: 5/25/1989
Receipt No: C007062
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: SPENCER BROTHERS
Address: HC 72 BOX 2418
MALTA ID

435-827-5573

83342

2. Date of Priority: APR 30, 1882

3. Source: RAFT RIVER

Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
16S	24E	14	NW	NE	SE		CASSIA

5. Description of diverting works:
HEADGATE, DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/01	12/31	2.500		

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

A.F.A.

8. Total consumptive use is 1096.5 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
15S	25E	31	SE	SW		IRR	15.0
			SW	SE		IRR	30.0
			SE	SE		IRR	5.0

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
						Section Acres	50.0
16S	24E	12	NE	NE		IRR	24.0
			NW	NE		IRR	4.0
			SW	NE		IRR	32.0
			SE	NE		IRR	40.0
						Section Acres	100.0
	25E	6	SW	SW	4	IRR	3.0
			SE	SW	3	IRR	26.0
			SW	SE	2	IRR	23.0
			SE	SE	1	IRR	10.0
						Section Acres	62.0
		7	NW	NE		IRR	40.0
			NE	NW		IRR	40.0
			NW	NW	1	IRR	37.5
			SW	NW	2	IRR	36.0
						Section Acres	153.5
						Total Acres	365.5

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:

43-02556, 43-04089, 43-04150, 43-00047A, 43-04090, 43-07130

14. Remarks:

THIS CLAIM INCLUDES AN EXPANSION IN THE NUMBER OF IRRIGATED ACRES
50 ACRES WERE ADDED IN 1962 UNDER A GROUNDWATER LICENSE 43-02556,
51.5 ACRES WERE ADDED IN 1978 UNDER PERMIT 43-07130. WATERS FROM
ALL SOURCES ARE CO-MINGLED AND DISTRUBUTED IN ONE SYSTEM.

4-5-2000: OWNERSHIP CHANGE WARD TO SPENCER PER WD SUBMITTED. NOTE
LAND WITHIN POU NOT CONVEYED IS BLM. SPENCER BROTHERS ARE:
STANLEY A., CARL W. AND MICHAEL O. SPENCER. - VH

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

ALBION-IDAHO LAND CO.
Decree Plaintiff

JOBE ADAMS ET AL
vs Decree Defendant

RECEIVED

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

APR 22 1999

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Department of Water Resources

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.initial review:
4/22/99 sec
OK

UNDIVIDED INTEREST:

A43-10185

1. Water Right No(s): (same)
- Adjudication Claim No(s): A43-00327, A43-00047A, -02556, -04089, -04090, -04150
ALL DAS Deeded → A43-10251, A43-10250, A43-10245 (Dad matches claims) (E A43-07130) will file Assignment for P
2. The following REQUIRED information must be submitted with this form:
- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
(Map on file w/claim AND → A43-00327)
- B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
- OR
- C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant HAROLD OLEN & LORRAYNE B WARD
4. New Owner/Claimant(s) SPENCER BROTHERS STANLEY A. SPENCER
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or MICHAEL O. SPENCER
New Mailing Address HC 72 BOX 2418 CARL W. SPENCER
- City, State and ZIP Code MALTA, ID 83342
- New Telephone Number 435 (208) 827-5573
5. Date you acquired the property April 1, 1999
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
- Number of acres you irrigate _____ Number and type of stock 433 head BEEF CATTLE
- Diversion rate in CFS _____ Number of homes _____ Other uses _____
- If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Spencer Brothers by Stanley A. Spencer
- (Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
3. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

REAL ESTATE PURCHASE AND SALE AGREEMENT

HAROLD OLEN WARD AND LORRAYNE B. WARD, as co-trustees of **THE HAROLD AND LORRAYNE WARD TRUST**, under trust agreement dated April 23, 1991, (hereinafter "Seller"), agrees to sell, and **SPENCER BROTHERS**, a Utah general partnership consisting of **STANLEY A. SPENCER, MICHAEL O. SPENCER AND CARL W. SPENCER**, as partners, (hereinafter collectively "Buyer") agrees to purchase the real properties (hereinafter "Properties") more fully described in Exhibit A, attached hereto and incorporated herein, on the following terms and conditions:

1. **Purchase Price.** The purchase price for the Properties shall be *Six Hundred Fifty-Five Thousand Dollars (\$655,000)*, of which *One Hundred Sixty-Eight Thousand Seven Hundred Fifty Dollars (\$168,750)* shall be payable in cash at closing. The remainder shall be paid to Seller by Buyer in the form of a Promissory Note (hereinafter "Note"), attached hereto as Exhibit B and incorporated herein. Upon the termination of the Note, all amounts still owed to Seller shall be paid by Buyer in one cash payment. Said Note shall be secured by a Mortgage on the Properties, attached hereto as Exhibit C and incorporated herein.

2. **Escrow.** Within five (5) days of execution of this Agreement by Buyer and Seller, the parties agree to open an escrow with Cassia County Abstract Company (hereinafter "Closing Agent") at an office selected by Seller. In the event of any alleged or apparent conflict or contradiction between the terms of this Agreement and any escrow agreement, this Agreement will govern.

3. **Closing.** The following provisions shall govern the closing of this transaction:

3.1 **Closing Date.** The sale and purchase of the Properties shall be closed at the offices of Closing Agent within ten (10) days after the date of this Agreement or such earlier date as is mutually agreed upon in writing by the parties. The closing date may be extended by mutual agreement of the parties, not to exceed thirty (30) days.

3.2 **Seller's Obligations at Closing.** On or before the closing date, the Seller shall: (a) deliver to the Closing Agent a warranty deed covering the Properties, duly executed and acknowledged in recordable form conveying to Buyer fee simple interest in the Properties; (b) convey by appropriate instrument all grazing rights, subject to escrow waiver; (c) execute and deliver to the Closing Agent a closing and disbursement statement in a form acceptable to Seller; and (d) take such further action and deliver such other documents necessary to close this transaction in accordance with the terms of this Agreement.

3.3 Buyer's Obligations at Closing. On or before the closing date, Buyer shall: (a) deliver or cause to be delivered to the Closing Agent guaranteed funds in the amount Buyer is obligated to pay on the closing date pursuant to the terms of this Agreement; (b) execute and deliver to the Closing Agent a closing and disbursement statement in a form acceptable to Buyer; and (c) take such further action and deliver whatever documents are necessary to close the transaction in accordance with the terms of this Agreement.

3.4 Escrow Fees and Other Costs. Costs of title insurance (described below) and all real property taxes against the Properties for 1998 and prior years shall be borne by Seller. Taxes for 1999 and all utility, irrigation, or water district charges or fees shall be prorated as of the date of closing. There will be no further proration of taxes, utilities, or assessments between Buyer and Seller after the closing. All prorations will be final at closing and not subject to change. Buyer shall pay recording costs for the deed and any appraisal fees. All other escrow fees and other costs of Closing Agent to close this transaction shall be borne equally between Buyer and Seller, except Buyer is responsible for all costs associated with financing. Other expenses incurred by Buyer or Seller with respect to this transaction, including attorney's fees or other professional fees, shall be borne and paid exclusively by the party incurring the same without reimbursement.

3.5 Closing Agent Obligations. The Closing Agent is instructed as follows: (a) prepare closing statements for execution by Seller and Buyer in accordance with the terms of this Agreement; (b) collect all funds to be received from the parties at closing and disburse and pay the same to the parties or other persons entitled to the same in accordance with the terms of this Agreement and approved on the closing statements; and (c) collect the various instruments and documents and information to be provided by the parties, secure the required signatures and acknowledgments, record such instruments and documents where necessary and in proper sequence, and deliver the same to the respective parties, as required to close this transaction in accordance with the terms of this Agreement.

4. Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

4.1 Seller has received no notice from any governmental agency that the Properties is in violation of any statute, law, ordinance, deed restriction, rules or regulations affecting the Properties.

4.2 Seller is not aware of any pending or threatened litigation or condemnation proceeding affecting the Properties, nor are there any agreements to convey any portion of the Properties to any party other than Buyer.

4.3 Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986 and will execute an affidavit to this effect to be delivered to Buyer at closing and include Seller's tax identification number.

4.4 Seller has not received any notice of default or breach by Seller of any covenant, condition, restriction, right-of-way or easement affecting the Properties.

5. **Condition of Properties.** Buyer acknowledges for Buyer and Buyer's successors, heirs, and assigns, that Buyer has been given a reasonable opportunity to inspect and investigate the Properties. In purchasing the Properties, Buyer is not relying on any representations by Seller, or its agents or employees concerning the condition or safety of the Properties and/or any improvements thereon. Buyer is advised to obtain and pay for the services of one or more qualified specialists to inspect the Properties on Buyer's behalf.

Buyer further states that it is relying solely upon its own inspection of the Properties and not upon any representation made to it by any person whomsoever who is an agent or employee of Seller, and is purchasing the Properties in the condition in which it now is without any obligation on the part of Seller to make any changes, alterations, or repairs thereto.

6. **Due Diligence.** Buyer shall conduct any studies or reviews deemed necessary by Buyer to conduct Buyer's due diligence. All reviews and studies shall be at Buyer's sole cost and expense, and Buyer shall defend, indemnify and hold Seller and Seller's tenant(s) harmless from all claims arising out of Buyer's actions and those of his employees or agents hereunder. Buyer is responsible to conduct all studies on the Properties.

7. **Title Insurance.** At closing, the Seller shall furnish to Buyer a standard owner's title insurance policy in the amount of the purchase price of the Properties showing marketable and insurable title. Within ten (10) days after this Agreement is signed, the Seller shall furnish to the Buyer a commitment for a title insurance policy showing the condition of the title to said Properties. The title shall be free and clear of all liens and encumbrances excepting only the accruing taxes, levies and assessments and any clouds suffered or incurred against the property by Buyer. Buyer shall have fifteen (15) days from receipt of the commitment within which to object in writing to the condition of the title as set forth in the report. If the Buyer does not so object, the Buyer shall be deemed to have accepted the condition of the title. Otherwise, Seller shall, so far as reasonably possible, cure all defects objected to by Buyer before closing. If Seller does not remove objections to Buyer's satisfaction, Buyer may terminate this Agreement without further obligation to Seller.

8. **Grazing Rights.** All Forest (West End C&H Allotment) and Bureau of Land Management grazing permits (Clear Creek Allotment, Jim Sage Allotment, Gully Allotment, and Almo Seeding Allotment) associated with the Properties sold/purchased are to be attached to the land parcels designated as the "Base Property" which is listed below:

NE 1/4 NE 1/4, S 1/2 NE 1/4 of Section 12, Township 16 South,
Range 24, E.B.M.

Lots 1, 2, 3, & 4 Section 6, Township South, Range 25 E.B.M.

NW 1/4 NE 1/4, NE 1/4, NW 1/4, Lots 1 & 2 Section 7, Township
16 South, Range 25, E.B.M.

Appropriate documents listing the Seller as the lien holder of the first mortgage on the Base Property will be initiated and filed, with the appropriate federal agencies with a copy to the Buyer and the Seller.

9. **Appraisal.** Buyer may obtain an appraisal of the Properties at Buyer's cost.

10. **Notice.** Any notice under this Agreement shall be deemed given and delivered on the date when personally delivered, or if mailed, on the same date it is deposited in the United States mail in a sealed envelope by registered or certified mail, return receipt requested, postage prepaid and properly addressed. Until change by notice in writing, notices to Seller shall be addressed as follows:

The Harold and Lorraine Ward Trust
7209 Kingston Dr.
Boise, ID 83704

Notices to Buyer shall be addressed as follows:

Spencer Brothers
HC 72, Box 2418
Malta, ID 83342

Buyer and Seller may change their addresses by notice given as required above.

11. **Broker.** Buyer and Seller represent that no broker was involved in this transaction, and no broker is entitled to any compensation for this transaction. If any broker claims any compensation for this transaction, the party allegedly responsible for the acts giving rise to the claim will defend and indemnify the other innocent party.

12. **Default.** If either party shall fail to comply with the terms of this Agreement, the nondefaulting party shall send written notice and provide a thirty (30) day period to cure. If the default is not cured within the time allowed, the defaulting party agrees to pay all attorney's fees and costs incurred by the nondefaulting party. If suit is filed to interpret or enforce this Agreement, the unsuccessful party to such litigation agrees to pay the prevailing party all costs and expenses, including attorney's fees, incurred by the prevailing party whether incurred in district court, on appeal or in bankruptcy court.

13. **No waiver of Breach.** No waiver of any provision hereof shall be effective unless in writing and signed by the waiving party. No such waiver shall be effective as to any subsequent breach of the same or another provision of this Agreement. The failure of Seller to exercise its rights upon default by Buyer shall not constitute or be construed as a waiver of the right to insist upon strict performance by the Buyer of all the terms and provisions of this Agreement.

14. **Like-Kind Exchange.** Seller and Buyer may elect to effect the purchase or sale of the Properties pursuant to the tax-free exchange provisions of Section 1031 of the Internal Revenue Code, and each party agrees to reasonably cooperate with the other to effect such a tax-free exchange; provided, however, that the party requesting the tax free exchange shall bear all costs arising out of any tax-free exchange it may elect to undertake, and that the Closing shall not be extended in order to accommodate any such exchange. Buyer agrees that any cash that may become available to it as a result of such an exchange shall be immediately applied to reduce the Note, but such payment shall not reduce the payment schedule.

15. **Survival.** All the terms and conditions hereof and all instruments referred to herein and contemplated hereby shall survive closing and the transfer of title to Buyer and shall remain in full force and effect in accordance with their terms.

16. **Successors and Assigns.** This Agreement shall bind each of the parties and their respective heirs, personal representatives, successors, and assigns; provided, however, this Agreement shall not be assigned by any party without the other's prior written consent, which will not be unreasonably withheld. However, Seller is not required to approve any assignee who in Seller's opinion does not have the same or better qualifications and financial backing as Buyer.

17. **Entire Agreement.** This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified, explained or supplemented by any extrinsic evidence outside of this Agreement, including, but not limited to, usage of trade, course of dealing and course of performance. This Agreement may only be modified or amended by a writing signed by each party.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

DATED as of this 1 day of Apr. 1, 1999.

SELLER:

THE HAROLD AND LORRAYNE WARD TRUST

By Harold Olen Ward
Harold Olen Ward, Trustee

By Lorrayne B. Ward
Lorrayne B. Ward, Trustee

BUYER:

SPENCER BROTHERS

By Stanley A. Spencer
Stanley A. Spencer, Partner

By Michael O. Spencer
Michael O. Spencer, Partner

By Carl W. Spencer
Carl W. Spencer, Partner

EXHIBIT A

File Number: 14466

The land referred to is described as follows:

PARCEL #1:

TOWNSHIP 15 SOUTH, RANGE 24 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 34: SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$

Section 35: NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$

Section 35: NW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$,
Excepting a Right-of-Way 2 rods wide for a
road on the South section line.

TOWNSHIP 15 SOUTH, RANGE 25 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 11: NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 12: S $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 15 SOUTH, RANGE 26 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 4: N $\frac{1}{4}$ SW $\frac{1}{4}$

Section 5: N $\frac{1}{4}$ S $\frac{1}{4}$

Section 7: NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 2, 3 & 4

Section 8: W $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 16 SOUTH, RANGE 24 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

SECTION 12: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{4}$ NE $\frac{1}{4}$

TOWNSHIP 16 South, RANGE 25 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 6: Lots 1, 2, 3 & 4

Section 7: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Lots 1 & 2

PARCEL #2:

TOWNSHIP 16 SOUTH, RANGE 24 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 2: Lot 2

PARCEL #3: An undivided one-half interest in

TOWNSHIP 16 SOUTH, RANGE 25 EAST, BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 19: SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$

Section 20: W $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 29: NW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 30: E $\frac{1}{4}$ E $\frac{1}{4}$

SUBJECT TO Road Right-of-Way along the South side.

ALL IN CASSIA COUNTY, STATE OF IDAHO

EXHIBIT A

**Legal Description of Property
Located in Box Elder County, Utah**

TOWNSHIP 14 NORTH, RANGE 16 WEST, SALT LAKE MERIDIAN

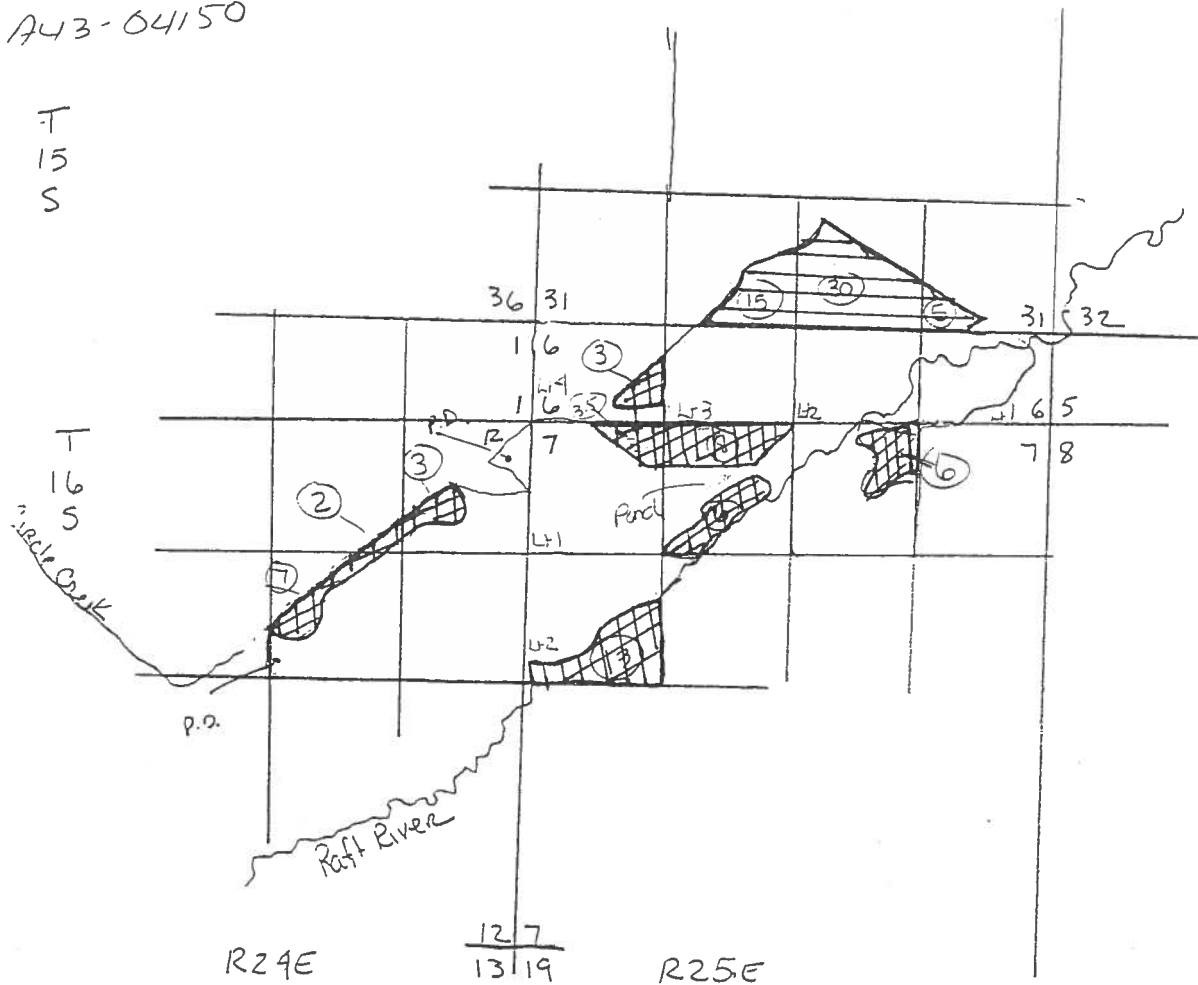
Section 20: E1/2 of NW1/4; SW1/4 of NE1/4; NW1/4 of SE1/4; W1/2 of NW1/4 and N1/2 of SW1/4

ALL IN BOX ELDER COUNTY, STATE OF UTAH

A43-07130
 A43-02556
 A43-04089
 A43-00047A
 A43-00327
 A43-04150

Copied from Harold Olen Ward original
 4/22/99 sec

cc: to all claims
 (also: A43-4090)



2 phases of Expansions:

1962 = Red = 50.5 ac covered under license 43-02556
 1978 = Blue = 51.5 ac covered under Permit 43-07130

Total Expansion
 across = 101.5
==

R24E R25E

A43-00327

T15S

T16S



Change of Ownership¹⁸ Co

4/22/99

SCA

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

RECEIVED

JAN 15 1992

Ident. Number: A43-00327
Date Received: 5/25/1989
Receipt No: C007062
Received By: _____

AMENDED
Department of Water Resources
Southern Region Office

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: HAROLD OLEN WARD 208-334-1079
Address: 7209 KINGSTON DR.
BOISE ID 83704
AND/OR
Name: LORRAYNE B. WARD 208-334-1079
Address: 7209 KINGSTON DR.
BOISE ID 83704

2. Date of Priority: APR 30, 1882

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	24E	14	NW	NE	SE		CASSIA

5. Description of diverting works:
HEADGATE, DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/01	12/31	2.500		

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

8. Total consumptive use is 1096.5 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER

COPY

MICROFILMED
MAR 03 1993

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
15S	25E	31	SE		SW		IRR	15.0
			SW		SE		IRR	30.0
			SE		SE		IRR	5.0
							Section Acres	50.0
16S	24E	12	NE		NE		IRR	24.0
			NW		NE		IRR	4.0
			SW		NE		IRR	32.0
			SE		NE		IRR	40.0
							Section Acres	100.0
	25E	6	SW		SW	4	IRR	3.0
SE				SW	3	IRR	26.0	
SW				SE	2	IRR	23.0	
SE				SE	1	IRR	10.0	
							Section Acres	62.0
		7	NW		NE		IRR	40.0
			NE		NW		IRR	40.0
			NW	1	NW		IRR	37.5
			SW	2	NW		IRR	36.0
							Section Acres	153.5
							Total Acres	365.5

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:
43-02556, 43-04089, 43-04150, 43-00047A, 43-04090, 43-07130

14. Remarks:
THIS CLAIM INCLUDES AN EXPANSION IN THE NUMBER OF IRRIGATED ACRES
50 ACRES WERE ADDED IN 1962 UNDER A GROUNDWATER LICENSE 43-02556,
51.5 ACRES WERE ADDED IN 1978 UNDER PERMIT 43-07130. WATERS FROM
ALL SOURCES ARE CO-MINGLED AND DISTRUBUTED IN ONE SYSTEM.

15. Basis of Claim: DECREED

Case Number:

Court :

COPY

MICROFILMED
MAR 03 1993

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): Harold Allen Ward Date: 1/9/92

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 9th day
of January 19 92

Notary Public

Seal

Residing at Anna Baumhoff, Notary Public
Residing at Boise, Idaho
My Commission Expires December 7, 1994
My Commission Expires

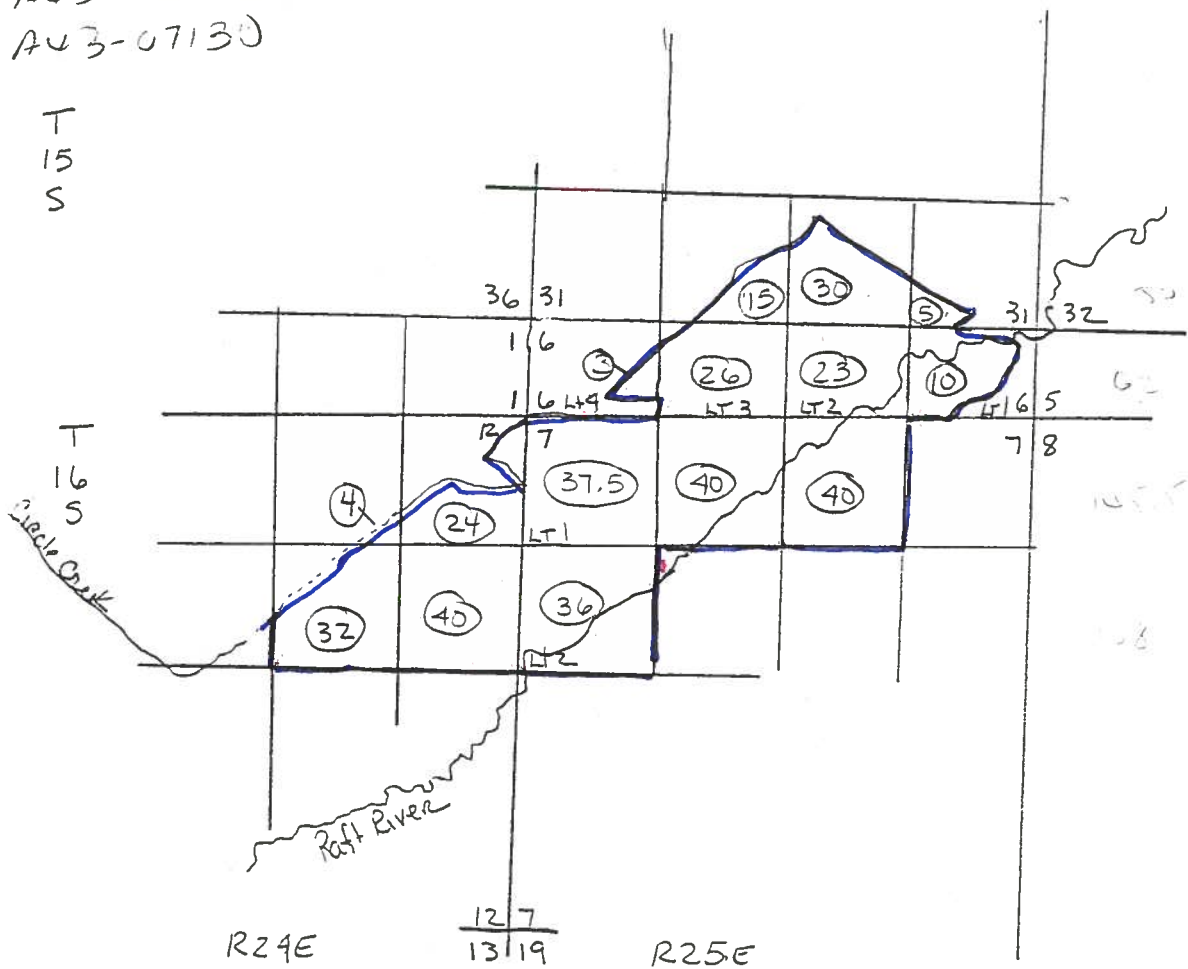
COPY

MICROFILMED

MAR 03 1993

1743-00047A
 1743-00327
 1743-02556
 1743-04089
 1743-04150
 1743-07130

T
15
S



TOTAL ACRES = 365.5 AC

1962 expansion = 50 AC (43-02556)

1978 Expansion = 51.5 AC (43-07130)

original orig acres = 264. AC

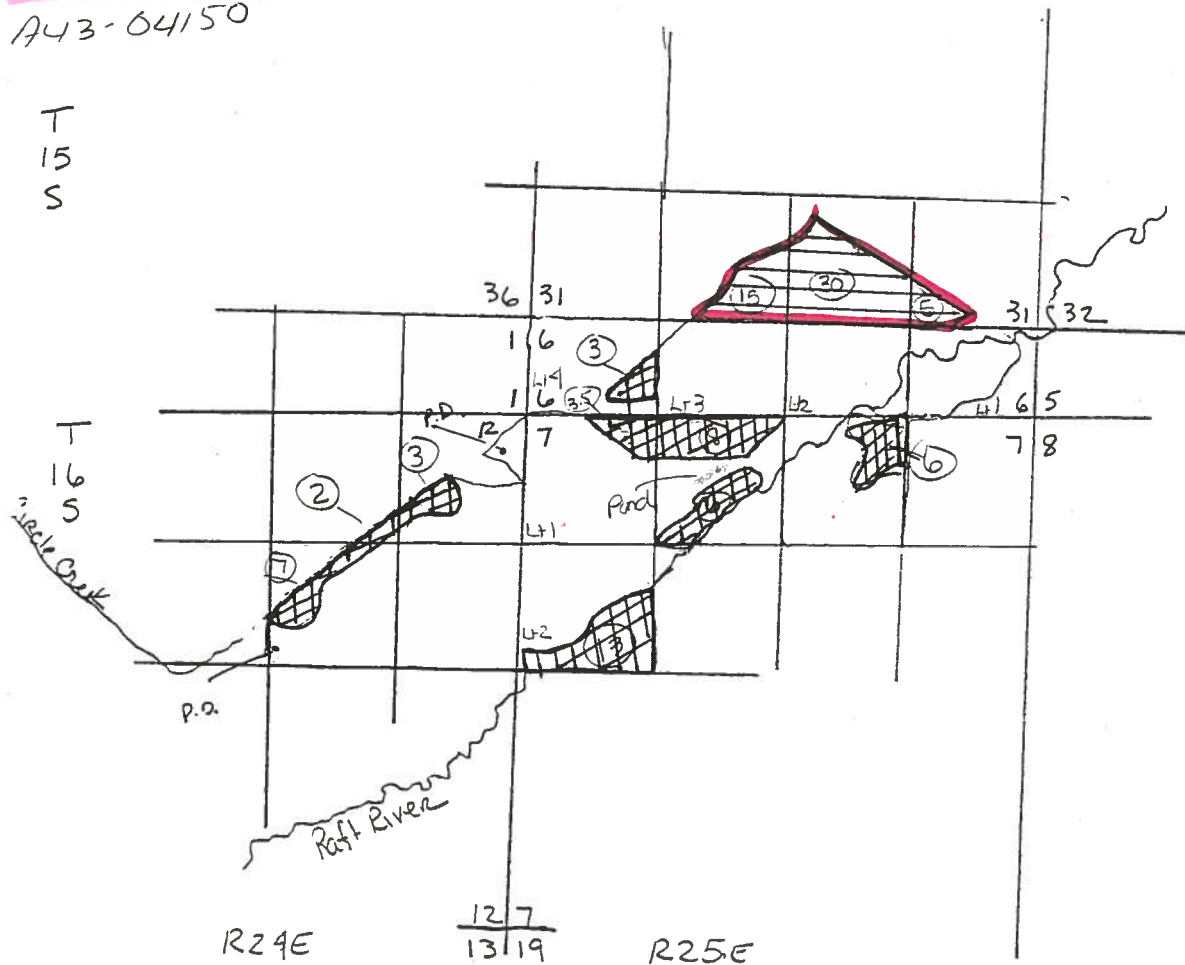
1743-00047A	1743-04150
1743-00327	1743-04089

MICROFILMED

MAR 03 1993

A43-04150

T
15
S



1978 = Blue = 51.5 ac covered under Permit 43-0713

Total Expansion
across = 101.5

MICROFILMED

MAR 03 1993

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: A43-00327
Date Received: 5/25/1989
Receipt No: C007062
Received By: JP 4/11/91

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: HAROLD OLEN WARD 208-334-1079
Address: 7209 KINGSTON DR.
BOISE, ID 83704

AND/OR

Name: LORRAYNE B. WARD 208-334-1079
Address: 7209 KINGSTON DR.
BOISE, ID 83704

2. Date of Priority: APR 30, 1882

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
16S	24E	14	NW	NE	SE		CASSIA

5. Description of diverting works:
HEADGATE, DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/01	12/31	2.500		

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

8. Total consumptive use is 662.5 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
16S	24E	12	NE		NE		IRR	21.0
			NW		NE		IRR	2.0
			SW		NE		IRR	25.0
			SE		NE		IRR	40.0
							Section Acres	88.0
	25E	6	NE		NE	1	IRR	10.0
			NW		NE	2	IRR	23.0
			NE		NW	3	IRR	26.0
							Section Acres	59.0
		7	NW		NE		IRR	34.0
			NE		NW		IRR	31.0
			NW		NW	1	IRR	30.0
			SW		NW	2	IRR	23.0
							Section Acres	118.0
							Total Acres	265.0

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:
A43-02556, A43-04089, A43-04150, A43-00047(PART)

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

ALBION-IDAHO LAND CO.
Decree Plaintiff

JOBE ADAMS ET AL
vs Decree Defendant

(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.

For Individuals:

Signature of Claimant(s): David Allen Ward Date: 4/11/91

Subscribed and sworn (or affirmed) before me this 11 day
of APRIL 19 91

Seal

My Commission Expires _____

Jeff Peppersack, Notary Public
Residing at Boise, Idaho
My Commission Expires Nov. 8, 1994

1/253

THIS INSTRUMENT IS TRANSMITTED TO TWIN FALLS COUNTY
RECORDS, IN BOOK 1, PAGE 129, AT PAGE 129

253

In the District Court of the Third Judicial District of
Idaho Territory in and for the County of Cassia.

Lee Kirk et al.

vs.

A. Bartholomew et al.

Findings

Findings of the Court in this action.

The above entitled cause having come on regularly for
trial at the November term of said Court held in and for Cassia
County, Idaho Territory in 1889, and having been tried by the Court
and after taking the evidence on all the issues in the case, and
hearing the arguments of the Counsel for the respective parties
the Court having taken the same under advisement, and
having duly considered said evidence, arguments and all
the case, and being duly advised therein, the Court hereby
renders its decision and findings as follows, to wit:

Findings of Fact.

II. That at the several times herein stated there is flowing
in Raft River and in Adams Creek, a tributary of Raft River,
including the tributaries of Adams Creek, during each and every

MICROFILMED
MAR 03 1993

That he has used the above amounts during the time mentioned, each year, on said lands, down to the date of this decree.

That the lands upon which said waters were used as aforesaid, are particularly described as follows:

N² E² S¹ W²; N¹ W² E¹; S² N² E² Sec. 21st & N² E² N² E² Sec. 24. Sp. 15. S² of R 24 E. & Lot 1. Sec. 19. & Lot 4 S² Sp. 15 S² of R 24 E Boise Meridian.

22. I find that David Hubbard appropriated from the waters of said Raft River in the month of April 1882, to be used in the irrigation of the lands hereinafter described, from April to June 15 in each year 50 inches of water from June 15 to July 15, 30 inches of water from July 15 to the end of the year 20 inches of water.

That he has used the above amounts each year on said lands down to the date of this decree.

That the lands upon which said waters were so used, as aforesaid, are particularly described as fol-

low: S² E² S² of R 24 E. & Lot 1. Sec. 19. & Lot 4 S² Sp. 15 S² of R 24 E Boise

MICROFILMED

MAR 03 1993

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: A43-00327

Date Received: 5/25/89

Receipt No: COO 7062

Received By: JP

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: HAROLD OLEN WARD 208-334-1079
Address: 7209 KINGSTON DR.
BOISE, ID 83704

AND/OR

Name: LORRAYNE B. WARD 208-334-1079
Address: 7209 KINGSTON DR.
BOISE, ID 83704

2. Date of Priority: APR 30, 1882

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
16S	24E	14	NW	NE	SE		CASSIA

5. Description of diverting works:
HEADGATE, DITCH

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	2.500		

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

8. Total consumptive use is 662.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres	
16S	24E	12	NE		NE		IRR	21.0	
			NW		NE		IRR	2.0	
			SW		NE		IRR	25.0	
			SE		NE		IRR	40.0	
				Section Acres				88.0	
	25E	6	NE		NE	1	IRR	10.0	
			NW		NE	2	IRR	23.0	
			NE		NW	3	IRR	26.0	
						Section Acres			
			7	NW		NE		IRR	34.0
				NE		NW		IRR	31.0
				NW		NW	1	IRR	30.0
		SW			NW	2	IRR	23.0	
			Section Acres				118.0		
			Total Acres				265.0		

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:
A43-02556, A43-04089, A43-04150

14. Remarks:

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

ALBION-IDAHO LAND CO.
Decree Plaintiff

JOBE ADAMS ET AL
Decree Defendant

vs

MICROFILMED
MAR 13 1993

16. Signature(s)

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

Number of attachments: 1

For Individuals:

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

Signature of Claimant(s): Arnold Allen Ward Date: 5/25/89

Date: _____

State of Idaho)
County of ADA) SS.

Subscribed and sworn (or affirmed) before me this 25TH day
of MAY 19 89
Jeff Peppersack
Notary Public

Seal

Residing at _____
My Commission Expires _____

Jeff Peppersack, Notary Public
Residing at Boise, Idaho
My Commission Expires Nov. 8, 1994

A43-00327

			LOT 3 26	LOT 2 23	LOT 1 10
		LOT 1 30	31	34	
2	21	LOT 2 23	R	R	A
25	P 40				F

MICROFILMED
MAR 03 1993

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

In Re SRBA

Subcase No.: 43-327

Case No. 39576

STANDARD FORM 5

**STIPULATED ELEMENTS OF A
WATER RIGHT**

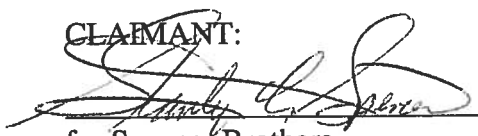
This form is used to report the stipulated elements of one water right acquired under state law and/or one federal reserved water right. Submission of this form will not automatically result in the issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; that they have been served with sufficient process, according to the law; and that they have appeared, prosecuted, and defended their positions with regard to this water right dispute.

The parties and IDWR agree and stipulate that the elements of this water right should be described per the attached. The parties and IDWR have further indicated their concurrence by initialing each of the attached pages.

CLAIMANT:

OBJECTOR:

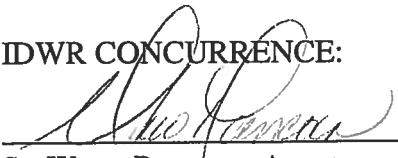

for Spencer Brothers

7-15-02
Date

Larry A. Brown, US DOJ
Attorney for BLM

Date

IDWR CONCURRENCE:


Sr. Water Resource Agent

7-15-02
Date

Approved as to form
Attorney for IDWR

Date

CERTIFICATE OF SERVICE

I certify that on _____, 2002, I caused to be served true and correct copies of this Standard Form 5, 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:

IDWR Document Depository
P.O. Box 83720
Boise, ID 83720-0098

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

Spencer Brothers
HC 72 Box 2418
Malta, ID 83342

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

U.S. Dept. of Justice
Environment & Nat'l Resources Div.
550 W. Fort St. MSC 033
Boise, ID 83724

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

Signature of person or attorney mailing the form

07/12/2002

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

RIGHT NUMBER: 43-327
NAME AND ADDRESS: SPENCER BROTHERS
HC 72 BOX 2418
MALTA ID 83342
SOURCE: RAFT RIVER TRIBUTARY: SNAKE RIVER
QUANTITY: 2.50 CFS
THIS RIGHT WHEN COMBINED WITH RIGHT NOS. 43-47A, 43-2556, 43-4089,
43-4090, 43-4150, AND 43-7130 SHALL PROVIDE NO MORE THAN .02 CFS PER
ACRE.
PRIORITY DATE: 04/30/1882
POINT OF DIVERSION:
T16S R24E S14 NWNESE 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	2.500 CFS

PLACE OF USE: IRRIGATION Within CASSIA County

T15S R25E S31	SESW	13.0	T15S R25E S31	SWSE	28.0
T15S R25E S31	SESE	5.6	T15S R25E S12	NWNE	1.3
T16S R24E S12	NENE	18.0	T16S R24E S12	SWNE	32.0
T16S R24E S12	SENE	40.0	T16S R25E S06 Lot 4	SWSW	1.2
T16S R25E S06 Lot 3	SESW	29.0	T16S R25E S06 Lot 2	SWSE	29.0
T16S R25E S06 Lot 1	SESE	13.0	T16S R25E S07	NWNE	40.0
T16S R25E S07	NENW	40.0	T16S R25E S07 Lot 1	NWNW	38.0
T16S R25E S07 Lot 2	SWNW	38.0			

~~365.1~~ 318.2 ACRES TOTAL

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF ~~365~~ 318 ACRES IN A SINGLE IRRIGATION
SEASON. COMBINED RIGHT NOS.: 43-47A, 43-2556, 43-4089, 43-4090, 43-4150,
43-7130.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 260 ACRES IN A SINGLE IRRIGATION
SEASON. COMBINED RIGHT NOS.: 43-47A, 43-4150.

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 125 ACRES WITHIN THE PLACE OF
USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

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

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

Water Right 43-327

RECEIVED

FEB 19 2002

Department of Water Resources
Southern Region

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

In Re SRBA

Case No. 39576

A. Subcase 43-00327

(Insert water right number)

**STANDARD FORM 1
OBJECTION**

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: United States of America acting through the Department of Interior, Bureau of
Land Management, Idaho State Office

Address: 1387 South Vinnell Way
Boise, Idaho 83709-1657

Daytime Phone: see below

Name & Address of Attorney, if any:

Larry A. Brown (202) 305-0435 phone, (202) 305-0274 faxUnited States Department of Justice; Environment and Natural Resource Division; General Litigation Section
550 West Fort Street, MSC 033; Boise, Idaho 83724**C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT**

Name: Spencer Brothers

Address: HC 72 Box 2418; Malta, Idaho 83342

Name:

Address: ;

Name:

Address: ;

Name:

Address: ;

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

1. ☐ **Name and Address**

Should be: _____

2. ☐ **Source**

Should be: _____

3. ☐ **Quantity**

Should be: _____

4. ☐ **Priority Date**

Should be: _____

5. ☐ **Point(s) of Diversion**

Should be: _____

6. ☐ **Instream Flow Description**

Should be: _____

7. ☐ **Purpose(s) of Use**

Should be: _____

8. ☐ **Period of Year**

Should be: _____

9. ☒ **Place of Use**

Should be: See attached

11. **I object because:**

☐ This water right should not exist.

☐ This water right was not recommended, but should be recommended with the elements described above.

E. REASONS SUPPORTING OBJECTION(S):

The United States of America, through the Bureau of Land Management, is the owner of the land upon which use is claimed. The claimant's use of Federal land is unauthorized. See attached POU. Claimant's water right should not include this POU.

F.

VERIFICATION (Must be Completed)

State of Idaho)
) ss.
County of Ada)

Gary A. Madenford, Water Rights Team Leader, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

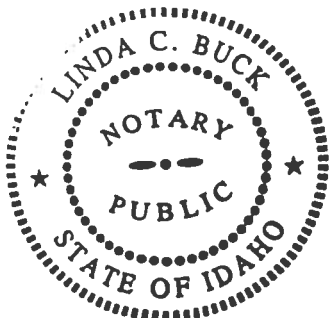
That I am the party/claimant filing this objection, as defined by I.C. § 42-1401A(1) and (6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

Gary A. Madenford
(Signature of person filing objection)

Larry C. Brown
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: February 7, 2002

Linda C. Buck



Linda C. Buck
Notary Public for Idaho
Residing at: Mountain Home
My Commission Expires: 12-21-2005

INSTRUCTIONS FOR MAILING

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

G. CERTIFICATE OF MAILING

I certify that on Feb. 8, 2002, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

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

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

Name: Spencer Brothers
Address: HC 72 Box 2418; Malta, Idaho 83342

Name:
Address: ;

Name:
Address: ;

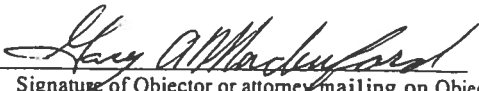
Name:
Address: ;

3. Copies to:

IDWR Document Depository
P.O. Box 83720
Boise, ID 83720-0098

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

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


Signature of Objector or attorney mailing on Objector's behalf

09/19/2001

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

RIGHT NUMBER: 43-327

NAME AND ADDRESS: SPENCER BROTHERS
HC 72 BOX 2418
MALTA ID 83342

**-POUs ON BLM
-CLAIMANT IS NOT AUTHORIZED
TO FARM PUBLIC LAND**

SOURCE: RAFT RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 2.500 CFS

THIS RIGHT WHEN COMBINED WITH RIGHT NOS. 43-47A, 43-2556, 43-4089,
43-4090, 43-4150, AND 43-7130 SHALL PROVIDE NO MORE THAN .02 CFS PER
ACRE.

PRIORITY DATE: 04/30/1882

POINT OF
DIVERSION:

T16S R24E S14 NWNESE Within CASSIA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04/01 10/31

QUANTITY
2.500 CFS

PLACE OF USE: IRRIGATION Within CASSIA County

T15S R25E S31	BLM	SESW	13.0	T15S R25E S31	BLM	SWSE	28.0
T15S R25E S31	BLM	SESE	5.6	T16S R24E S12		NENE	18.0
T16S R24E S12	BLM	NWNE	1.3	T16S R24E S12		SWNE	32.0
T16S R24E S12		SENE	40.0	T16S R25E S06 Lot 4		SWSW	1.2
T16S R25E S06 Lot 3		SESW	29.0	T16S R25E S06 Lot 2		SWSE	29.0
T16S R25E S06 Lot 1		SESE	12.0	T16S R25E S07		NWNE	40.0
T16S R25E S07		NENW	40.0	T16S R25E S07 Lot 1		NWNW	38.0
T16S R25E S07 Lot 2		SWNW	38.0				

365.1 ACRES TOTAL

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 125 ACRES WITHIN THE PLACE OF
USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

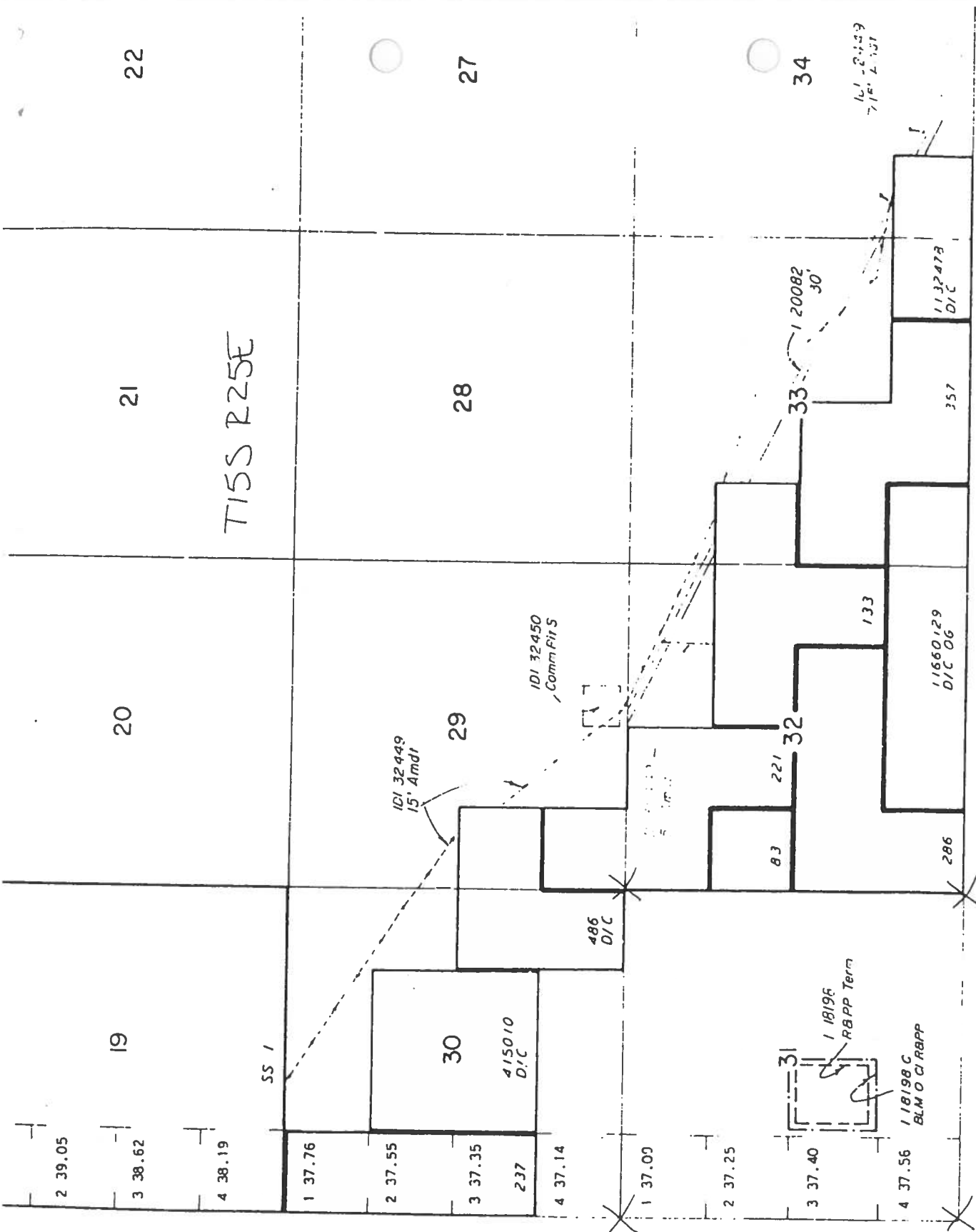
USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 260 ACRES IN A SINGLE IRRIGATION
SEASON. COMBINED RIGHT NOS.: 43-47A, 43-4150.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 365 ACRES IN A SINGLE IRRIGATION
SEASON. COMBINED RIGHT NOS.: 43-47A, 43-2556, 43-4089, 43-4090, 43-4150,
43-7130.

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.

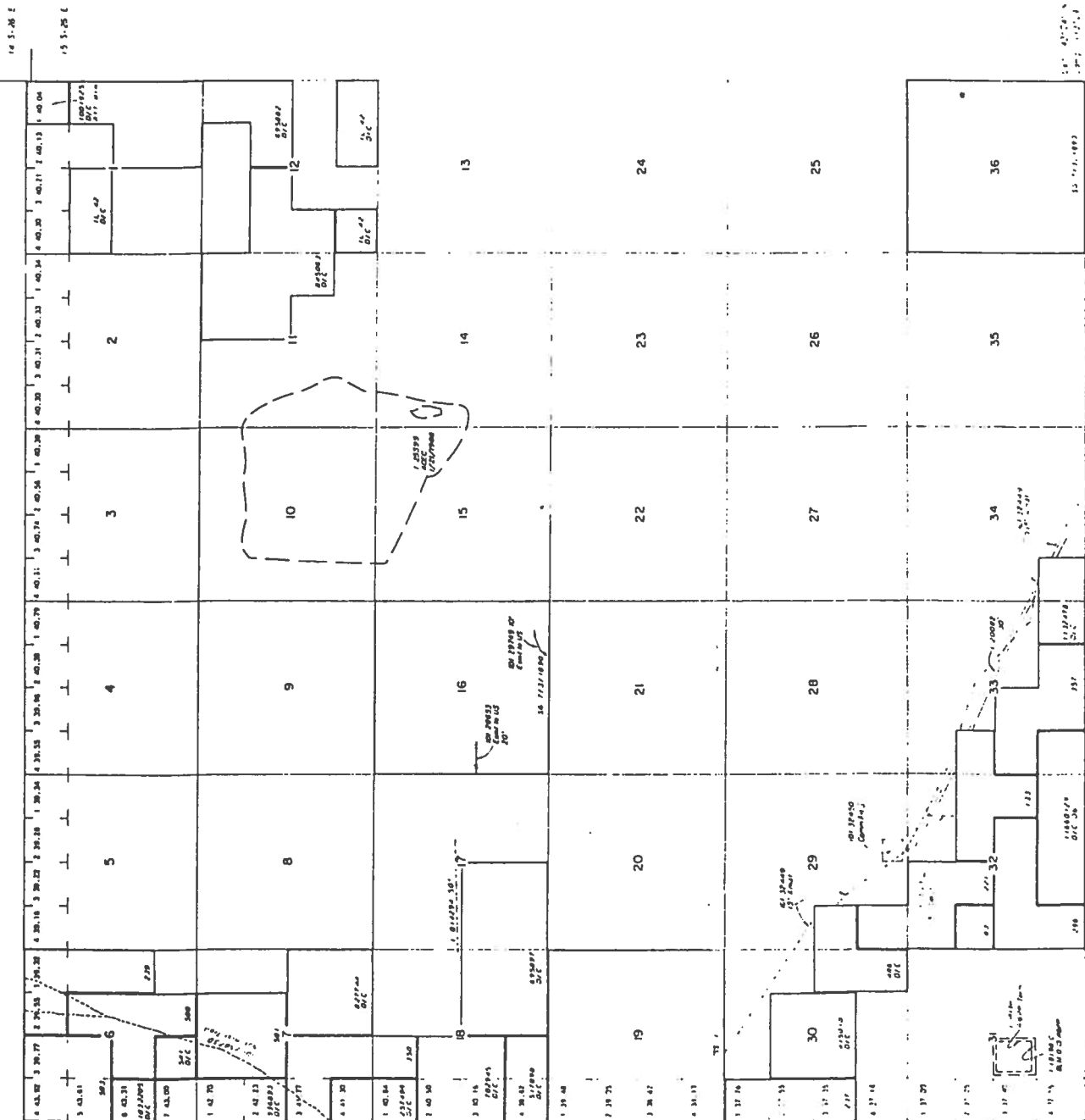
EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use



STATUS OF PUBLIC DOMAIN
LAND AND MINERAL TITLES

CASSIA COUNTY
BUMLEY DISTRICT SEC 3

MT PLAT

[illegible]

THE NOTATION SHOWN ON WITHDRAWALS REPRESENT THE LAST ACTION TAKEN BUT MAY NOT BE THE EFFECTIVE DATE. SEE THE HISTORICAL INDEX FOR THE DATE OF THE ORIGINAL WITHDRAWAL ORDER

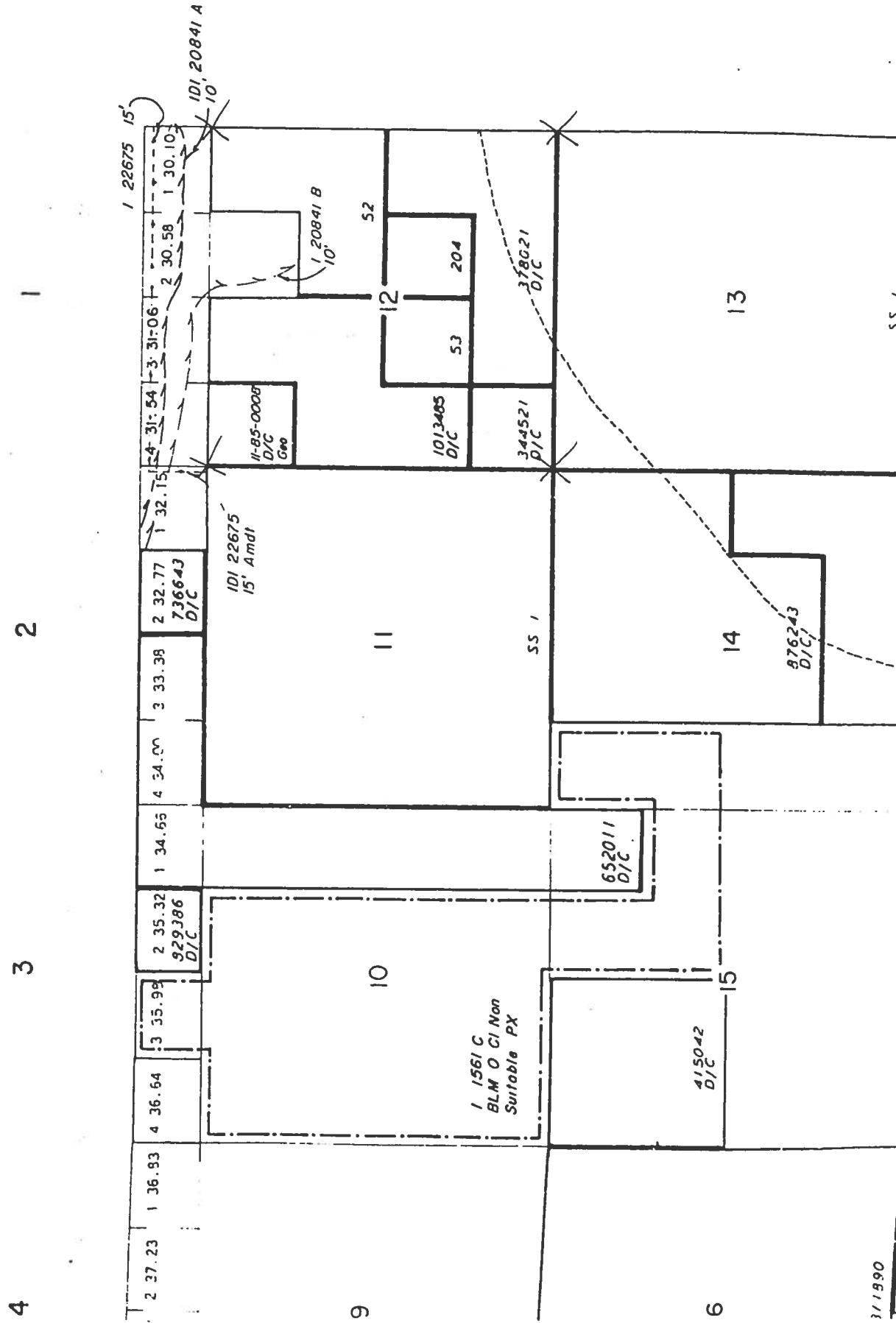
Intervista **Domènec**

	SCALE IN GRAMS
0	0
1	10
2	20
3	30
4	40
5	50
6	60
7	70
8	80
9	90
10	100

MTD

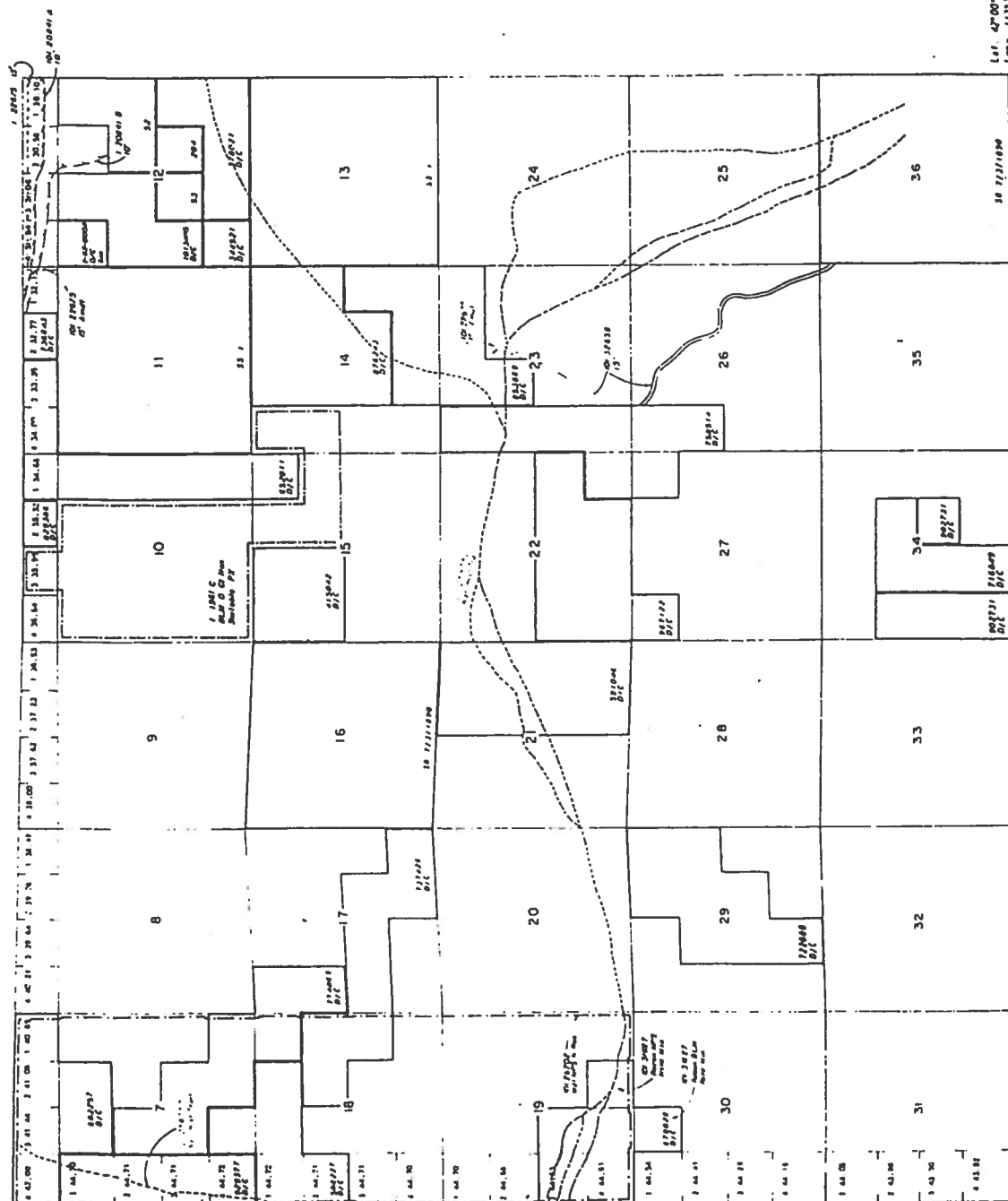
[illegible]

114 200 / 30 N
Historical
public acc
ID: 25873D N
Historical
public acc
ID: 31E PX
Sec 30: N



CASSIA COUNTY
JUROR DISTRICT SEC 3

MT PLAT

[illegible]

THE NOTATION SHOWN ON WITHDRAWALS REPRESENT THE LAST ACTION TAKEN BUT MAY NOT BE THE EFFECTIVE DATE. SEE THE HISTORICAL INDEX FOR THE DATE OF THE ORIGINAL WITH-

This plot is the Bureau's Record of Title, and should be used only as a graphic display of the foregoing survey data. Records are furnished to the Bureau by the State and County records officers because the law requires title changes which may have been affected by federal instruments of conveyance which have been

Y SCALE IN Ounces

כ

05/10/2001

**NOTICE OF ERROR
REPLY**

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: June 15, 2001

Water right number: 43-327

SPENCER BROTHERS

HC 72 BOX 2418

MALTA ID 83342

Telephone Number: (435)827-5573

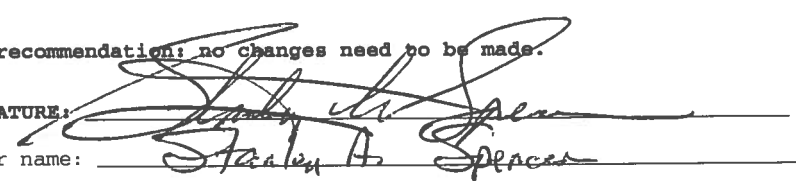
1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

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

DATE: June 4, 2001

SIGNATURE: 

Please print your name: Stanley A. Spencer

IDWR Regional Office, 1341 Fillmore St, Suite 200, Twin Falls, ID 83301, (208)736-3033

12/18/2000

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

RIGHT NUMBER: 43-327

NAME AND ADDRESS: SPENCER BROTHERS
HC 72 BOX 2418
MALTA, ID 83342

SOURCE: RAFT RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 2.5 CFS

THIS RIGHT WHEN COMBINED WITH RIGHT NOS. 43-47A, 43-2556,
43-4089, 43-4090, 43-4150, AND 43-7130 SHALL PROVIDE NO MORE
THAN .02 CFS PER ACRE.

PRIORITY DATE: 04/30/1882

POINT OF DIVERSION: T16S R24E S14 NWNSE 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	2.50 CFS

PLACE OF USE:

IRRIGATION Within CASSIA County

T15S R25E S31	SESW	13	T15S R25E S31	SWSE	28
T15S R25E S31	SESE	5.6	T16S R24E S12	NENE	18
T16S R24E S12	NWNE	1.3	T16S R24E S12	SWNE	32
T16S R24E S12	SENE	40	T16S R25E S6	LOT 4	SWSW 1.2
T16S R25E S6	LOT 3	29	T16S R25E S6	LOT 2	SWSE 29
T16S R25E S6	LOT 1	12	T16S R25E S7		NWNE 40
T16S R25E S7	NENW	40	T16S R25E S7	LOT 1	NWNW 38
T16S R25E S7	LOT 2	38			

365.1 ACRES TOTAL

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 125 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 260 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-47A, 43-4150.

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED
TO THE IRRIGATION OF A COMBINED TOTAL OF 365 ACRES IN A
SINGLE IRRIGATION SEASON. COMBINED RIGHT NOS.: 43-47A, 43-
2556, 43-4089, 43-4090, 43-4150, 43-7130.

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 - Beneficial Use

CLAIM NUMBER: A43-00327

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	HAROLD OLEN WARD	04/30/1882	IRRIGATION	03-01-12-31	2.50 CFS	
C	LORRAYNE B WARD			4-1 10-31	2.50 CFS	
TOTAL DIVERSION:					2.50 CFS	
CONSUMPTIVE USE:						1096.50 AFA

Water Source: RAFT RIVER
Tributary to: SNAKE RIVER
Stage: DECREED

Point(s) of Diversion: T16S R24E S14 NWNESE CASSIA County

Place of use Legal Description for: IRRIGATION

NE											
T			R			S			NE		
15S 25E 31 :			16S 24E 12 :			16S 25E 6 :			16S 25E 7 :		
24			04			32			40		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:			:			:		
:			:								

RECOMMENDATION NOTES

From: Vikie Hancock

12/18/00

Regarding: **43-47A and 43-327**

These two claims are for irrigation from Raft River on the same place of use. The diversion rate and place of use for **43-327** is verified in the Jobe Adams Decree. 125 acres is indicated by the diversion rate of 2.5 cfs.

The diversion rate and place of use for **43-47A** is verified by Warranty Deed dated 1927. It appears that, between the time of filing of the Jobe Adams Decree in 1922, and the issuance of the Decree in 1928, a portion of the water right represented as 43-47 in the Jobe Adams Decree was transferred approximately 6 miles up-river, splitting the decreed right into A (2 cfs) and B (1.82 cfs) portions. The B portion representing the remainder was claimed, and is being recommended in the SRBA, in the name of Roscoe Ward. This portion is being recommended for 2 cfs on 100 acres.

The original claimant, Mr. H. O. Ward, asserted a season of use from 3-1 to 12-31. He based this upon language in the Findings of Fact of the 1893 Lee Kirk - v- Bartholomew Decree for rights issued to David and JW Hubbard. This decree was superceded by the Jobe Adams Decree. Moreover, the actual 1893 Decree issued for the rights in question stated a season of use of 4-1 to 10-1. See documents enclosed.

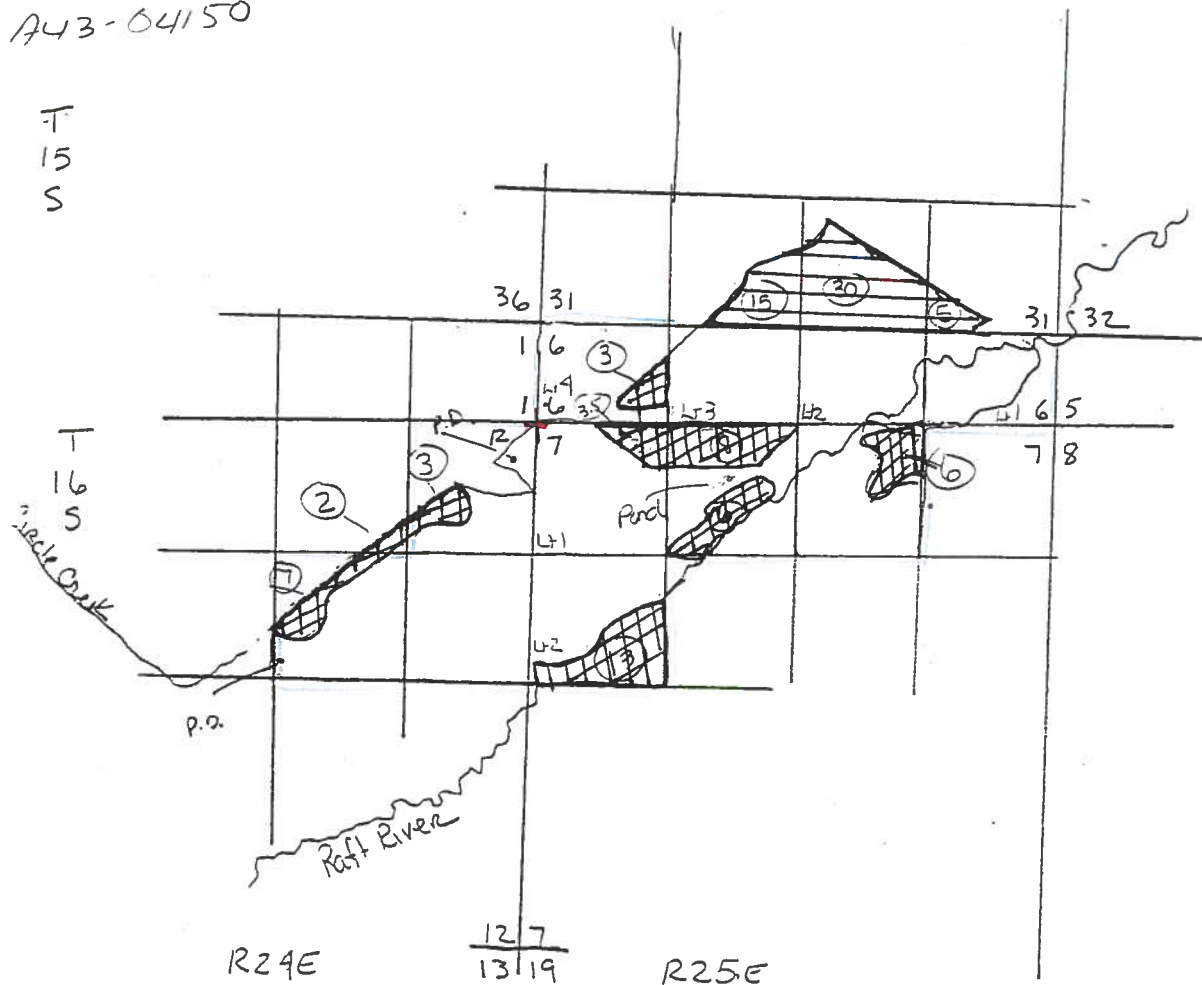
Historical point of diversion from Raft River was found and GPS'd.

Based upon the map of expansion submitted by Mr. Ward in 1992, the extent of irrigation from surface water could not have exceeded 260 acres before implementation of sprinkler irrigation in the 1970s. Mr. Ward indicated that he mingles surface water with groundwater and has expanded his irrigated place of use to 365 acres. No expansion claim was found for the surface water. If the current claimant wishes to use his surface water on the entire 365 place of use in an irrigation season, an expansion claim would need to be filed.

A43-07130
 A43-02556
 A43-04089
 A43-00047A
A43-00327
 A43-04150

Copied from Harold Olen Ward original
 4/22/99 sec

cc. to all claims
 (also: A43-4090)



2 phases of Expansion:

	1962 = Red = SOAC	covered under license 43-02556
	1978 = Blue = SI.Sac	covered under Permit 43-07130

Total Expansion
 across = 101.5

MAP Rec'd 1-15-1992

Lorenzo Twitichell
1887-Apr. 30
1894-Apr. 1

.5 s.f.
2.7 s.f.

To be diverted from Cassia Creek for the irrigation of SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ and Lots 3 and 4, Sec. 30, Twp. 13 S. R. 25 E.B.

327
John C. Ward
Nellie Ward
1882-Apr. 30

2.5 s.f.

To be diverted from Raft River for the irrigation of E $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 12, Twp. 16 S. R. 24 E.B.M., Lots 1 and 2, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 7, Lots 1, 2, 3 and 4, Sec. 6, Twp. 16 S. R. 25 E.B.M.

W. A. Ward and
Mrs. W. A. Ward
1874-Dec. 31
1877-Apr. 30
1880-Apr. 30
1894-Apr. 30

.6 s.f.
1 s.f.
4 s.f.
.48 s.f.

To be diverted from Cassia Creek for the irrigation of W $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 32, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, Twp. 13 S. R. 25 E.B.M. excepting therefrom a tract beginning at the NE corner stake of the NE corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 29, Twp. 13 S. R. 25, thence West 12 rods, thence South 67 rods, thence East 12 rods, thence North 67 rods, to the place of beginning, the same containing 5 acres and $\frac{1}{4}$ rods; also excepting therefrom the following: Commencing at the NW corner of the NE $\frac{1}{4}$ of Sec. 32 aforesaid, thence East 17 $\frac{1}{2}$ rods, thence South 160 rods, thence West 17 $\frac{1}{2}$ rods, thence North 160 rods to the place of beginning.

1874-Apr. 30 .7814 s.f.
1883-Apr. 30 .235 s.f.
1885-Apr. 30 .9374 s.f.
1882-Apr. 30 .782 s.f.

To be diverted from Cassia Creek for the irrigation of SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 31, Twp. 13 S. R. 25 E.B.M., also the following described tract: Beginning at the NW corner of the SE $\frac{1}{4}$ of said Sec. 31, running thence East 44.49 rods, thence South 18 rods, thence West 44.49 rods, thence North 18 rods to the place of beginning.

1906-May 26 1.6 s.f.

To be diverted from Cottonwood Creek for the irrigation of SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 30, Twp. 13 S. R. 25 E.B.M.

337
Glenn S. White and
Sarah Jane White
1882-Apr. 30

.8 s.f.

To be diverted from Raft River, April 1 to October 1, for the irrigation of NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 12, Twp. 16 S. R. 24 E.B.M.

L. A. Ward
1885-Apr. 30
1885-Apr. 30

1.6 s.f.

To be diverted from Stinson Creek All springs on said land, for the irrigation of H. E. Survey No. 204, embracing a portion of Twp. 13 S. R. 24 E.B.M., described as follows, to-wit: Beginning at corner No. 1, from which corner of Secs. 33 and 34, Twp. 13 S. R. 24, and Sec. 3 and 4, Twp. 14 S. R. 24 E.B.M. bears South 24°24' West 41.73 chains distant, thence North 75°0' West 21.85 chains to corner No. 2, thence North 52°47' West 28.7 chains to corner No. 3, thence North 14°45' East 11.12 chains to corner No. 4, thence North 60°49' East 13.22 chains to corner No. 5, thence South 69°19' East 41.76 chains to corner No. 6, thence South 20°47' West 27.29 chains to corner No. 1, the place of beginning.

*Jobe-Adams Decree
Dated 10-18-1928*

32.

That the defendant, David Hubbard, be and he is hereby awarded the use of the amount of water hereinafter stated, to-wit: the use and the right to use 50 inches of the waters of said Raft River, and its tributaries, measured under a four inch pressure at the point of diversion, for the irrigation of the lands described in the Findings of Fact, from April 1st to October 1st of each year, said right to date from April 30th, 1882.

33.

That the defendant, J. W. Hubbard, be and he is hereby awarded the use of the amount of water hereinafter stated, to-wit: the use and the right to use 75 inches of the waters of said Raft River, and its tributaries, measured under a four inch pressure at the point of diversion, for the irrigation of the lands described in the Findings of Fact, from

SALT LAKE CITY, UTAH

1882 10-2-1883

1882 10-2-1883

1882 10-2-1883

F

2



A43-00327

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Frank Hitchcock

September 8, 1997 1:34pm

NAME: **OLEN WARD-UPPER RAFT RIVER**

RE:
RECORDS FOR USAGES RELATED
STEED/REEDSPRINGS-HEARING.

WALK-IN AT 9:20-CW-WANTED ALL USAGS "LICENSES" FOR BRUCE DURFEE, KENT DURFEE, BRENT JONES AND BILL JONES.

DISCUSSED HIS PROTEST RE: STEED USAGES AND FLOWS FROM THE STEED ACRES.

REVIEWED BASIN 43 SEL/ALPHA CLAIMS RECORDS FOR UPPER RAFT RIVER CLAIMS ASSIGNED TO FH AND DID AN AJS58 QUERY FOR THE CLAIMS OF THE NOTED PEOPLE. COLLATED BY NUMBER AND PUT COPIES OF THE NAME LISTS USED WITH EACH SET.

WARD CALLED BACK AT 11:42 TO CONFIRM THE JONES CLAIMS BEING PULLED. HE STOPPED IN SHORTLY AFTER NOON TO PICK UP THE PROOFS LEFT FOR HIM AT THE FRONT DESK.

6/9/94

COMMUNICATION DOCUMENTATION

Claim No. A43-00327

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Frank Hitchcock

June 3, 1997 4:24pm

NAME:
OLEN WARD

RE:
A43-00327

CAME IN AT 1:55 TO SEE ME PER CONVERSATION WITH ADM. WANTED TO ADD STOCKWATER USE TO HIS CLAIM A43-00327.

I PULLED THE CLAIM AND NOTED THAT HE HAD ALREADY SHOWN IN THE FIELD NO.9, NON-IRRIGATION USES, STOCKWATER. I EXPLAINED THAT THIS WAS A REGULAR PRACTICE DURING CLAIMING TO SHOW INCIDENTAL STOCKWATER USE AS MENTIONED IN DECREES.

AS A RESULT OF RECENT RULINGS IN THE SRBA COURT THAT USAGE ID HAS BEEN DONE AWAY WITH AS AN INHERENT BENEFICIAL USE. I TOLD OLEN THAT IT WAS MY OPINION THAT HE DIDN'T HAVE TO AMEND THE CLAIM TO ADD STOCKWATER AS A STATED BENFICIAL USE.

I TOLD HIM THAT I WOULD CLARIFY MY OPINION THIS AFTERNOON WITH STAFF AND LET HIM KNOW BY SENDING A COPY OF THIS JOURNAL ENTRY TO THE FILE.

I REVIEWED MY OPINION WITH DEPUTY ATTORNEY GENERAL CHARLIE HONSINGER IN BOISE WHO CONCURRED WITH MY FEELING THAT NO AMENDMENT WAS NEEDED AND THAT OUR REVIEW OF THE USAGE IN THE FUTURE WOULD ADDRESS THE STOCKWATER USE.

CC: OLEN WARD