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APR 18 2013

DEPARTMENT OF
WATER RESOURCES

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

APR 17 2013

By

Clerk
Deputy Clerk

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

) Water Right Claims: 45-14429, 47-17605 and
) 47-17606.
)
) ORDER CONDITIONALLY GRANTING
) LATE NOTICES OF CLAIM
)
)
)

On January 29, 2013, the State of Idaho Department of Lands filed a *Motion to File Late Notice of Claim* for each of the above-captioned water right claims. A hearing on the *Motions* was held on April 16, 2013. No party appeared in opposition to the *Motions*. However, at the hearing an issue was raised regarding the payment of the appropriate filing fees associated with the late claims. Counsel for the Idaho Department of Lands represented that the standard practice for the payment of filing fees as between the Department of Lands and the Idaho Department of Water Resources is that if the late claim is granted, the Department of Lands effectuates payment through an interagency billing. Therefore, following a review of the files and after hearing the comments made in open court, the Court finds that good cause exists for granting the instant *Motions*, provided that the Idaho Department of Lands submits the appropriate filing fees associated with the late claims pursuant to its standard practices.

THEREFORE, IT IS HEREBY ORDERED that the *Motions to File a Late Notice of Claim* for the above-captioned water rights are **conditionally granted** subject to the Idaho Department of Lands submitting the appropriate late claim filing fees to the Idaho Department of Water Resources pursuant to the standard practice of an interagency billing.

Dated April 17, 2013

ERIC J. WILDMAN
Presiding Judge
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I certify that a true and correct copy of the ORDER CONDITIONAL GRANTING LATE NOTICES OF CLAIM was mailed on April 17, 2013, with sufficient first-class postage to the following:

STATE OF IDAHO

Represented by:

STATE OF IDAHO

OFFICE OF THE ATTORNEY GENERAL

PO BOX 44449

BOISE, ID 83711-4449

Phone: 208-334-2400

DIRECTOR OF IDWR

PO BOX 83720

BOISE, ID 83720-0098

ORDER

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Deputy Clerk



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DEPARTMENT OF
WATER RESOURCES

SRBA Form No.42-1409-1 (Internet 2/09)

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

JAN 29 2013

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

Clerk
Deputy Clerk

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 45-14429

Date Received: _____

Receipt No: _____

Received By: _____

NOTICE OF CLAIM
TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) State of Idaho, Department of Lands Phone (208) 334-0200

Mailing Address 300 N. 6th St., Ste. 103, P.O. Box 83720 Boise ID ZIP 83720-0050

2. Date of Priority (Only one (1) per claim) 01/01/1962 City State
Month Day Year (YYYY)

3. Source of water supply (Check one) Ground Water () or Other (✓) (a) Cold Creek
which is tributary to (b) Goose Creek

4. a. Location of Point of Diversion is: Township _____, Range _____, Section _____,
_____, 1/4 of _____, 1/4 Govt. Lot _____, BM., County of _____

Parcel (PIN) no. _____

Additional points of diversion if any: _____

If available, GPS Coordinates _____

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

Township 16 S, Range 22 E, Section 11, NW _____, 1/4 of NW _____, 1/4

Govt. Lot _____, BM., County of Cassia

ending point is: Township 16 S, Range 22 E, Section 2, _____, 1/4 of _____, 1/4

Govt. Lot 3, BM., County of Cassia

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed
and as enlarged and the depth of each well. Instream stockwater.

6. Water is claimed for the following purposes:

(both dates are inclusive MM-DD)

(cfs)

(acre feet)

For Stockwater purposes from 1/1 to 12/31 amount 0.02 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.02 (cfs) and/or (b) _____ (acre feet)

8. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock, Etc.) Stockwater for 1000 head of sheep or 85 head of cattle.

9. Description of place of use:

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

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

Twn	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
16S	22E	2									S		S	S					
16S	22E	11						S											

Parcel (PIN) no(s). _____

Total number of acres irrigated _____

10. In which county (ies) are lands listed above as place of use located? Cassia

11. Do you own the property listed above as place of use? Yes (✓) No ()

If your answer is No, describe in Remarks below the authority you have to claim this water right.

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

45-2756 (stockwater in Sec. 2); 45-13687 (instream stockwater POD in Sec. 11) or None ()

13. Remarks: A map of the claim is included as Attachment 1 to the Notice of Claim.

The claimed priority date is based on a State Land Lease included as Attachment 2 to the Notice of Claim.

Last Name Idaho Department of Lands Identification No. 45-14429

14. Basis of Claim (Check One) Beneficial Use (☒) Posted Notice (☐) License (☐) Permit (☐) Decree (☐)

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number _____

15. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices 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: 2

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date: _____

_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am

Timothy C. Duffner, Area Manager of State of Idaho, Department of Lands,
Title _____ Organization _____

that I have signed the foregoing document in the space below as

Area Manager of the South Central Area of State of Idaho, Department of Lands,
Title _____ Organization _____

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

Signature of Authorized Agent  Date 1-18-13

Title and Organization Area Manager, State of Idaho, Department of Lands

16. Notice of Appearance:

Notice is hereby given that I, Tyson Nelson, Deputy Attorney General, will be acting as attorney at law of behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

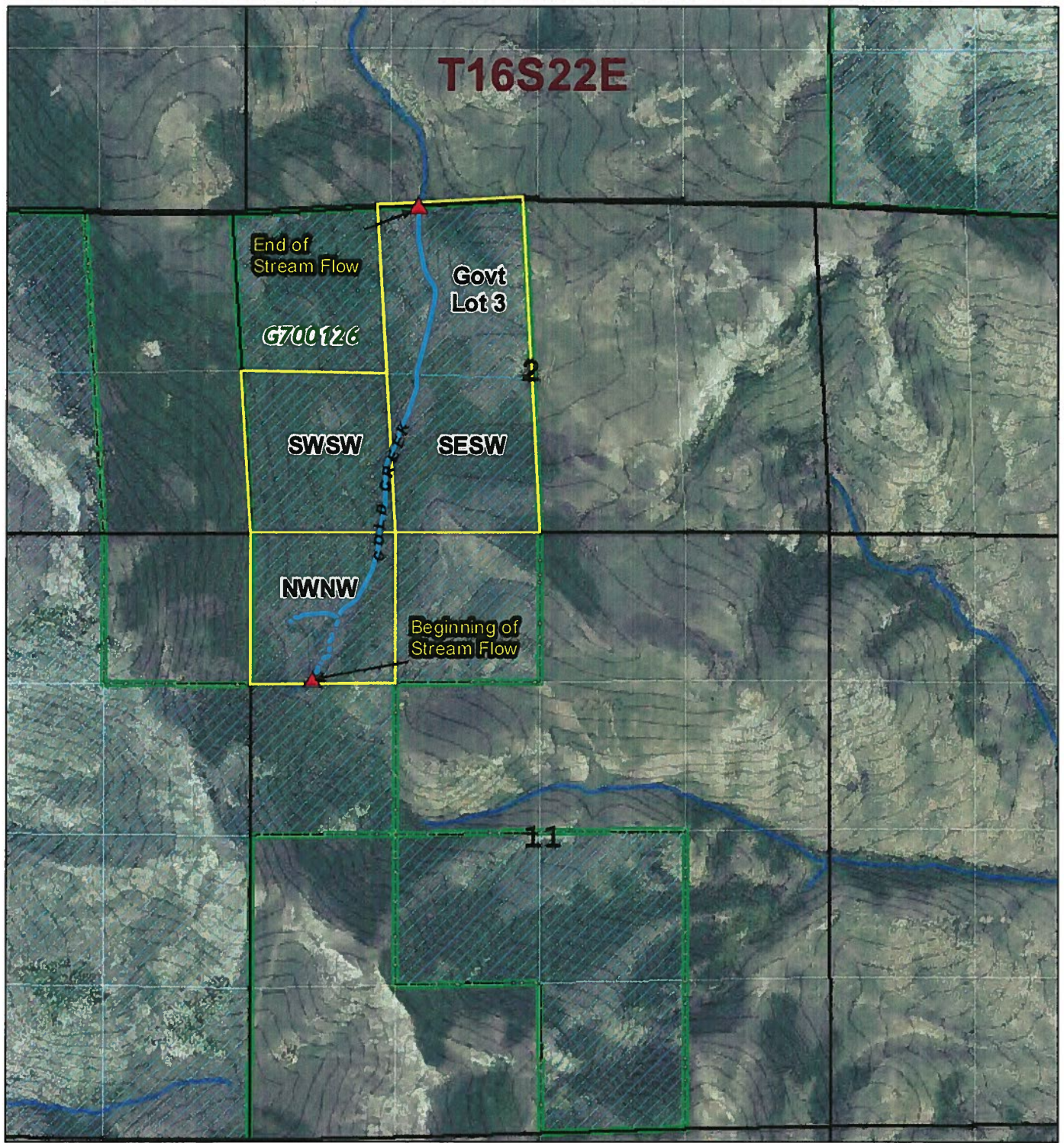
Signature  Date 1/25/2013

Address Office of the Attorney General, Natural Resources Division

P.O. Box 44449, Boise, ID 83711-4449

Notice of Claim Attachment 1

Map

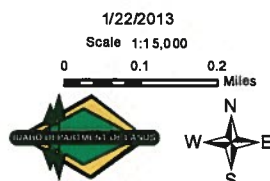


Legend

- Begin and End Stream Flow Points
- Place of Use
- Begin and End Stream Flows
- Streams
- IDL Endowment Ownership
- IDL Grazing Leases
- Sections
- GCDB

Claim 45-14429

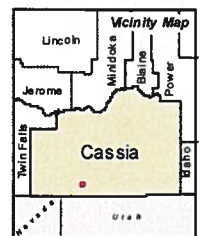
T16S22E Section 2, 11



Map Notes

Projection: Idaho Transverse Mercator, NAD 27
 Map Notes and Data Sources
 Endowment Land current as of map date
 IDL Grazing Leases current as of map date
 Imagery NAIP 2011
 24K USGS TOPO

Disclaimer:
 This map has been compiled using the best information available to the Idaho Department of Lands at the time and may be updated and/or revised without notice. In situations where known accuracy and completeness is required, the user has the responsibility to verify the accuracy of the map and the underlying data sources.



Notice of Claim Attachment 2

State Land Lease

STATE OF IDAHO

STATE LAND LEASE

1860

This agreement of lease, made and entered into this 1st day of January, 1962, by and between the State of Idaho, acting by and through its State Board of Land Commissioners, the party of the first part, hereinafter called the lessor, and Pickett Ranch and Sheep Company, party or parties of the second part, hereinafter called the lessee, witness:

That the lessor, for and in consideration of the rental paid or to be paid and the covenants, conditions and restrictions hereinafter set forth and to be observed by the lessee, does hereby lease and demise unto the lessee the exclusive right and privilege to possess and use in the manner and for the purpose hereinafter contained the following lands, lying and situate in the County of

Cassia

State of Idaho, being more particularly described as follows, to-wit:

Subdivision	Section	Township	Range E. M.
All	36	11 South	21 East
N $\frac{1}{2}$ (322.62A)	18	11 South	22 East
E $\frac{1}{2}$	20	"	"
All	16	15 South	22 East
Lot 3 (48.87A) and Lot 4 (49.03A)	2	16 South	22 East
N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	11	"	"
S $\frac{1}{2}$ NE $\frac{1}{4}$	20	"	"
NE $\frac{1}{4}$ NW $\frac{1}{4}$	26	"	"
NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$	27	"	"
NE $\frac{1}{4}$ SE $\frac{1}{4}$	33	"	"

containing 2540.52 acres, together with the right to use and occupy so much of the surface of said lands as may be required for all purposes reasonably incident to said lease, from the date of this lease to the 31st day of December, 1971, subject, however, to the covenants, conditions and restrictions hereinafter contained.

In consideration of the foregoing the following covenants, restrictions and conditions are hereby agreed to between the lessee and the lessor.

1. USE OF LAND.

That the lands herein described and demised and let to the lessee shall be used for the purpose of grazing and farming in the following proportions:

Grazing, 1282.62A @ 3¢

Farming, 1257.90A @ .7¢ acres

Farming, acres

The lands leased for grazing purposes shall not be planted to any crop or crops, nor shall said lands be tilled or farmed without the written consent of the Land Commissioner, provided, however, that upon application by said lessee or any other party interested, the State Land Commissioner may reclassify said lands as farm lands and may lease the same as such, to give a preferential right to the lessee in possession upon such increase of rental as may be fair and equitable.

2. RATE OF RENTAL

To pay to the lessor in lawful money of the United States at the office of the State Land Commissioner of the State of Idaho, each year's rental in advance and prior to the legal possession of the property for such year, an annual rental for each acre covered

by this lease; the sum of See above per acre per annum for grazing and the sum of per acre per annum for farming land; that said rental shall be payable on or before January 1 of each year except where an extension has been granted by the State Board of Land Commissioners in the manner provided by law and in case of such extension it is agreed by and between the parties hereto that the State shall have a first lien on all crops growing, sown, grown or harvested on or from the lands hereby leased as provided by law. It is understood and agreed by the lessee that he will not attempt to create any lien on said crops with the intent and purpose of making said lien equal or senior to the lien hereby given to the State of Idaho to secure the payment of such rental and in the event of any such attempt the lessor reserves the right to cancel said lease, after giving ten days notice to said lessee.

3. CHANGE OF RENTAL

The State Board of Land Commissioners reserves the right in its discretion to increase or decrease the annual rental herein provided at the beginning of each and every calendar year during the term of this lease, and in the event of any change in rental the lessee shall be notified thirty days in advance of the first payment of such increased or decreased rental.

4. RIGHT OF LESSOR TO SELL—APPRAISAL OF IMPROVEMENTS

The State Board of Land Commissioners reserves the right to sell all or any portion of the land described in this lease and in case of sale of said premises during the continuance of the same, the lessee hereby covenants to deliver immediate possession unless the State Board of Land Commissioners has determined that he shall be permitted to harvest the growing crop. In such event he shall have possession of only the land on which such crops are growing. When surface improvements have been made they will be appraised by the State Land Commissioner, or a fieldman, under the direction of the State Board of Land Commissioners and the lessee will be paid for same by purchaser on the day of sale; provided, however, that no appraisal of improvements shall be final and binding until the same is approved by the State Board of Land Commissioners.

When permanent range improvements, construction of permanent buildings, or leveling or clearing of land for agricultural uses, is contemplated by the lessee he must secure the approval of the State Land Commissioner in writing prior to making such improvements and failure to secure such written approval shall work a forfeiture of the value of such improvements in case of sale.

5. RENEWAL OF LEASE—APPRAISAL OF IMPROVEMENTS

If the lessee herein is not the successful bidder at the expiration of this lease and the land is leased to another party, then the value of improvements recognized in paragraph 4 above as agreed upon between the parties, or as appraised and fixed by the State Land Commissioner, shall be paid by said successful bidder for such lease to the lessee herein, provided, however, should said lessee owe delinquent rental to the State at the time of the termination of said lease, the amount paid, or so much thereof as will liquidate said delinquent rental for said improvement, shall be paid to the State Land Commissioner. In case improvements have been made by the lessee herein on land embraced by this lease, and an appraisal of the value of such improvements is required, such improvements shall be appraised by the State Land Commissioner, or a fieldman for the Land Department.

6. RELINQUISHMENT OF RIGHTS

The lessee agrees to deliver up the said premises leased upon breach of any of the conditions herein set forth with all permanent improvements thereon in good order and condition when such breach results in cancellation or forfeiture of such lease.

7. TIMBER ON LAND UNDER LEASE

This lease is made subject to all rights that the purchasers of timber upon said lands may have under their deeds or certificates of sale whether purchased before the execution of this lease or after; this lease does not authorize the lessee to cut any timber growing on the land leased; any unauthorized use of such timber by the lessee or with his knowledge or consent, shall work a forfeiture of this lease without notice; and said lessee shall be responsible for all damages to said timber and shall be prosecuted as provided by law. Lessee is subject to the provisions of the state fire law; provided, that the lessee shall not be liable for fire protection charges fixed by such law.

8. MINERAL RESERVATIONS

This lease is subject to any oil and gas lease that is now in force or effect or that may hereafter be granted on the lands or any part thereof included herein as provided by Title 47, Idaho Code, as the same may have been or may hereafter be amended, and is also subject to any mineral lease that is now in force, provided, however, in the event of a mineral lease or an oil and gas lease being granted subsequent to the granting of the lease herein, said lessee, whether such is a mineral lease or oil and gas lease, shall give a good and sufficient bond to protect said lessee herein from all damage occasioned to the surface of said lands embraced in this lease, whether utilized for actual mineral extraction or for rights-of-way or other purposes necessary to fully operate said mineral lease.

9. PROHIBITED FROM FENCING WATERING PLACES

The lessee shall fence no watering place upon said leased lands where the same is the only water accessible for range stocks within a radius of one mile, without first having secured the consent of the State Board of Land Commissioners, provided, however, that the users of said water for stock or domestic purposes only shall protect the growing crops and improvements of said lessee, including ditches, headgates, dams or pipe lines utilized for irrigating the lands of the lessee herein, and that the cost of said protection shall be borne by the users of said watering place situated upon the land herein described.

10. GRAZING REGULATIONS

Where land under this lease is used for grazing, the grazing period on said land and the number of stock to be grazed thereon may be fixed and determined by the State Land Commissioner; said lessee, under the above conditions, shall furnish, to the State Land Commissioner such information as may be required from time to time during the term of this lease, to assist in determination of the grazing period and number of stock to be grazed.

Where sheep are grazed on land included in this lease, they shall not be bedded more than one night consecutively on the same bedding ground, nor shall such sheep be grazed in such a fashion as to destroy the natural herbage on said lands leased or demised.

11. PAYMENT OF WATER CHARGES.

Unless otherwise provided, the lessee herein shall pay all water charges, assessments or taxes of whatsoever nature that may be legally levied or assessed for irrigation purposes against the land herein described, or any portion thereof, and if the same is not paid it shall constitute a lien in favor of the State of Idaho against all crops growing on said land.

12. SUBLEASING.

The lessee herein covenants and agrees that he will not sublease the land embraced in this lease or any part thereof.

13. ASSIGNMENT.

Said lessee shall not assign this lease except upon the approval of the State Land Commissioner and only where the rental owing has been paid in full except that if a rental extension has been granted by the State Board of Land Commissioners on this land such extension shall be assumed by the assignee and if improvements exist, such will be purchased by the assignee. Payments for such improvements in case of assignment of this lease where rentals are delinquent, shall be applied first to liquidate the delinquent rentals. Such assignment must be in writing and subscribed to by the lessee and spouse, if any. An Acceptance and Assumption of lease agreement must be subscribed to by the assignee and spouse, if any. The assignment, acceptance and assumption of lease shall be submitted to the State Land Commissioner for approval, and if approved by him, shall then be recorded on the records of the State Land Department.

14. RIGHT OF ENTRY AND INSPECTION. ABANDONMENT.

The State Board of Land Commissioners reserves the right, through its State Land Commissioner, his fieldman, or other employees, to enter upon said land or any portion thereof during the term of this lease for the purpose of inspecting said property in the interests of said lessor. This right of visitation and inspection shall not authorize the lessor to destroy any of the property of the lessee thereon situated. Should any of the property covered by this lease be abandoned, or said lease cancelled or forfeited for any breach of condition herein contained, all improvements placed upon said property by said lessee shall remain a part of the realty and title thereto and ownership thereof shall vest in the State of Idaho.

15. LESSOR PROTECTED AGAINST WASTE.

The lessee herein shall use the property under this lease in such manner as will best protect the State of Idaho against loss or waste and shall cooperate with the State, or any agency of the United States or other agency authorized by the State to undertake programs for eradication of noxious weeds thereon, and hereby authorize any of such agencies to inspect said property from time to time for the purpose of determining whether or not such noxious weed control or eradication is advisable. The lessee shall take all precautions to exterminate and prevent the spreading of noxious weeds thereon during the term of this lease.

16. FORFEITURE OF LEASE.

In case the lessee herein shall fail to comply with any of the covenants, terms, or conditions of this lease the State Board of Land Commissioners may forfeit or cancel the same upon ten days notice to said lessee and said lessee shall not, during said period of notice, remove any of the improvements or crops thereon whether said crops have been harvested or not. The lessee herein shall, at the expiration of this lease, deliver immediate possession of said lands embraced therein and the whole thereof to the State Board of Land Commissioners without further notice or demand.

It is further covenanted and agreed between the parties hereto that every obligation hereunder shall extend to and be binding upon, and every benefit hereunder shall inure to the benefit of the heirs, executors, administrators, successors or assigns of said lessee.

17. EASEMENTS.

The State Board of Land Commissioners reserves the right to grant such easement and rights-of-way across or upon the said land described in this lease as it may deem necessary in the public interest, and to grant immediate possession thereof to the grantee of such easement, upon condition that the grantee of such easement shall, before exercising the same, pay to the lessee the reasonable value of the growing and immature crops and improvements within the boundaries of the granted right-of-way or easement. In event of dispute as to the value of such immature crops and improvements, the same shall be appraised by the State Land Commissioner and his appraisal shall be conclusive. This lease is subject to any right-of-way or easement heretofore granted on or over the lands embraced by this lease.

18. These lands are not to be closed at any time to the use of the general public for hunting and/or fishing purposes, subject to the Statutes and/or rules and regulations of the Fish and Game Department.

IN WITNESS WHEREOF the party of the first part, by and through its State Board of Land Commissioners of the State of Idaho and in accordance with the law has caused these presents to be executed by its President, the Governor of the State of Idaho, and the State Land Commissioner and countersigned by the Secretary of State, and the part..... of the second part has caused these presents to be executed in person the day and year herein first above written.

STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

COUNTERSIGNED:

Donald Williams
Secretary of the State of Idaho.

By *Stanley C. Clegg*
President of the State Board of Land Commissioners,
and Governor of the State of Idaho.

John G. Walters
State Land Commissioner.

Eugene Rickett Lessee.
Floyd Rickett Lessee.

STATE OF IDAHO

County of *Cassia* } ss.

On this *23rd* day of *Feb*, in the year 19*62*, before me, a Notary Public in and for said State, personally appeared *Eugene Rickett and Floyd Rickett*

known to me to be the lessee that executed the within instrument, and acknowledged to me that *they* executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above

Wallace G. Hale
Notary Public for Idaho
Residing at *Orlby Idaho*, Idaho

STATE OF IDAHO

County of *Idaho* } ss.

On this *1st* day of *March*, in the year 19*62*, before me, a Notary Public in and for said State, personally appeared Robert E. Smylie, known to me to be the president of the State Board of Land Commissioners of the State of Idaho, and the Governor of the State of Idaho; and John G. Walters known to me to be the State Land Commissioner, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho, and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

W. H. Hamilton
Notary Public for Idaho.
Commission expires March 5, 1963
Residing at Boise, Idaho.