

Rec'd 6/13/94 - Atty Gen. Office

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)

The State of Idaho, ex rel. R. Keith)
Higginson in his official capacity as)
Director of the Idaho Department of)
Water Resources,)

Petitioner,)

vs.)

The United States; the State of Idaho; and)
all Claimants to the Use of Water from the)
Snake River Basin Water System,)

Respondents.)

Water Right No. 27-11560
(The water right number you are objecting to must be inserted here)

STANDARD FORM 1

OBJECTION

94-06-0161

INSTRUCTIONS

This form must be used to file an objection to a water right recommended in the director's report. *Only one party/claimant may object to one water right per objection form.* To object to more than one water right, you must file a separate objection form for each. Forms may be obtained from the Idaho Department of Water Resources (IDWR), or you may copy or reproduce this blank form. If you do, the text must be on the front and back of each page exactly as it appears here. The objection must be received by the court on or before the deadline specified in the Notice of Filing the Director's Report that IDWR mailed to you. Follow the Instructions for Mailing this objection (Page 6) or the court will not accept it for filing. This form has been adopted by the court in *SRBA Administrative Order 1* (amended June 21, 1993), Section 4, which may be consulted for further information.

Any party filing 25 or more objections must make an appointment with the Clerk of the SRBA Court.

By filing an objection form, you are certifying that the objection is well-grounded in fact; is warranted by existing law or a good-faith argument for the extension, modification or reversal of existing law; and is not filed for any improper purpose, such as to harass, cause unnecessary delay or needlessly increase the cost of litigation.

I. GENERAL INFORMATION

Please fill in the following information:

1. *Party/Claimant objecting:*

Name: Kim G. Bodily
Address: 11696 North Philbin
Pocatello Idaho 83202
Phone: Work: 233-5590 Home: 238-0426

Briefly describe your interest in this water right: provides
ITN water for
my 7.26 acres

If this objection is *filed by an attorney*:

Attorney Name: _____
Attorney Address: _____
Attorney Phone No.: _____

If filed by an attorney, notice of pending court proceedings will be sent to the attorney only.

2. *Owner of the water right. You must identify the owner exactly as it appears in the Director's Report:*

Name: Shoshone-Bannock Tribes
Address: Fort Hall, Idaho

II. STATEMENT OF THE OBJECTION

Please check each "box" which states your objection to the recommendation in the Director's Report.

1. ☒ *Name and Address*: I object to the name and/or address of the owner of the water right.
2. ☐ *Source*: I object to the source of water.
3. ☐ *Quantity*: I object to:
 - a. ☒ the total quantity of water used in cubic feet per second; or
 - b. ☐ the total quantity of water stored in acre-feet per year; or
 - c. ☐ the total quantity of water reserved for each and every purpose, including all present and future uses.
4. ☐ *Priority Date*: I object to the priority date.
5. ☐ *Points of Diversion*: I object to the legal description of the point(s) of diversion.
6. ☐ *Instream Flow*: I object to the legal description of the beginning and ending points of the instream flow.
7. ☐ *Purpose(s) of Use*: I object to the purpose(s) of use.
8. ☐ *Period of Year*: I object to the period of year when water is used or is necessary for the purpose stated.
9. ☐ *Place of Use*: I object to:
 - a. ☐ the legal description of the place of use; or
 - b. ☒ the number of irrigated acres within each forty (40) acre subdivision.
10. ☐ *Consumptive Use*: I object to the annual volume of consumptive use.
11. ☐ *Remarks*: I object to the "remarks" listed with the water right.
12. ☐ *Water Right Recommendation*: I object to:
 - a. ☐ this water right being recommended at all; or
 - b. ☐ this water right not being recommended.

13. ☐ Description of Reservation: I object to the legal description of the reservation.

14. ☒ Other: I object to: the deletion of 4.06 of
my acres for watering

REASONS SUPPORTING EACH BOX CHECKED

In the space following, you must state the reason(s) by number for each box checked. You may use additional pages if necessary.

1. I bought this water right when I purchased the property
3. I use all the water allotted to me 9. I irrigate all
my ~~water~~ land. 14. I have shown that the land
is being irrigated. The proof was disregarded.

CHANGES TO THE DIRECTOR'S REPORT

Specifically describe how you want the Director's Report to be changed. You may use additional pages if necessary.

I want my 4.06 acres added back into the
total use for the project and returned
to my use.

Please note: You should attach copies of documents which support your objection. Note on each document the "box number" it supports.

☒ Check here if you are submitting documents. Please list each document by the title and number of pages. You may use additional pages if necessary.

1. Video tape ^{512 Judge} 2. pictures of property (12)
3. statement, Irene Westwood (1) 4. statement Gaylen Boddy (1)
5. aerial photo 6. property map 7

5-11-93
VERIFICATION (Must be Completed)

State of Idaho

County of Bannock

Kim Sadle, being first duly sworn, upon oath, deposes and says:
(Name of party/claimant filing objection)

That I am the party/claimant filing this objection (as listed on Page 2, Section 1, "Party/Claimant Objecting"), as defined by I.C. § 42-1401A(1) and (7), and I have read this objection, know its contents and that the statements are true to the best of my knowledge and belief.

AS
Signature of party/claimant filing objection

By: _____
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: _____
(Insert Date)

Notary Public for _____
Residing at: _____
My Commission expires: _____

INSTRUCTIONS FOR MAILING

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

You must sign the Certificate of Mailing to show that you followed these steps.

CERTIFICATE OF MAILING

I certify that on May 31, 1994, I mailed the original and copies of this objection, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid 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, Idaho 83303-2707

2. One copy to the owner of the water right, and you must fill in the following information:

Owner name: Shoshone-Bannock Tribes

Owner's address: Fort Hall Idaho

3. One copy to:

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

4. One copy to:

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, Box 33
Boise, Idaho 83734



Signature of party/claimant or attorney

To Whom it May Concern:

Kim Badily purchased the property at 11696 Philborn Rd. in 1981. Since he purchased the property he has planted numerous trees and grape seed and has put ditches all over the property to water the entire 7 acres. He has also filled in areas to prevent swamps created by watering the acreage. Kim has been watering the property since he bought the property and worked very hard trying to get the water coverage he needed on rocky areas. I will be willy to testify to this fact any time.

Eugene J. Westwood

1742 E. Bonneville
Boastello Nev.

83201

232-2211

Oct. 17, 1993

To whom it may Concern,

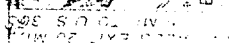
The property at 11696 No. Philbin Rd.
which consists of seven acres, is being
watered by the Fort Hall irrigation system.

It has been a part of that property from
the time it has existed.

This entire 7 acres is being irrigated at
this time & has been for the past ten years
I know of.

Gaylen L. Bodily

564



① S/N : 7034
NAME: Zervas, Gregory
1.66 A.C. TOTAL
1.36 A.C. DELETED

.30 A.C. REMAINING

④ S/N : 7034.009
NAME: Hunt, Robert G.
2.05 A.C. TOTAL
.64 A.C. DELETED

1.41 A.C. REMAINING

② S/N : 7034.007
NAME: Bodily, Kim G.
7.26 A.C. TOTAL
4.06 A.C. DELETED

3.20 A.C. REMAINING

⑤ S/N : 7034.004
NAME: Kautzsch, Randy D.
6.92 A.C. TOTAL
.22 A.C. DELETED

6.70 A.C. REMAINING

③ S/N : 7034.006
NAME: Hunt, Howard
4.88 A.C. TOTAL
.20 A.C. DELETED

4.68 A.C. REMAINING

⑥ S/N : 7034.005
NAME: Brokens, Blayne
3.53 A.C. TOTAL
.38 A.C. DELETED

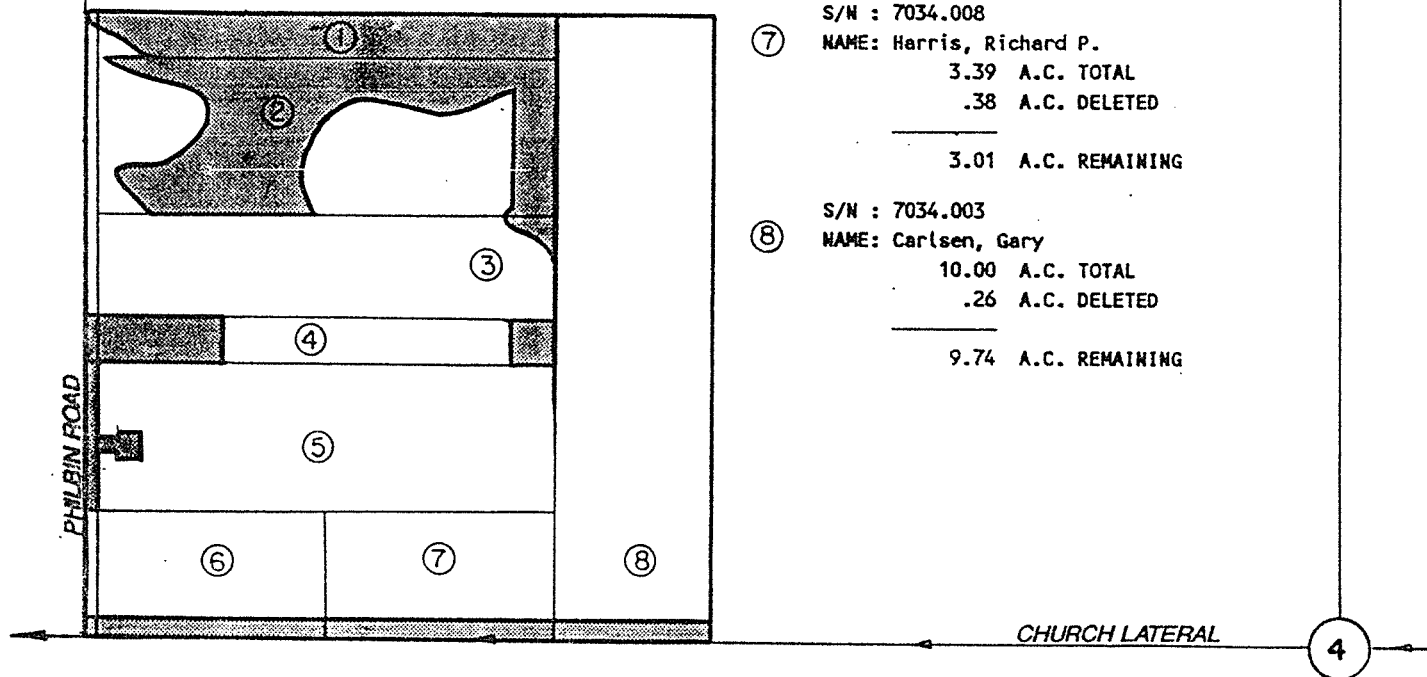
3.15 A.C. REMAINING

⑦ S/N : 7034.008
NAME: Harris, Richard P.
3.39 A.C. TOTAL
.38 A.C. DELETED

3.01 A.C. REMAINING

⑧ S/N : 7034.003
NAME: Carlsen, Gary
10.00 A.C. TOTAL
.26 A.C. DELETED

9.74 A.C. REMAINING



COMPILED FROM UNITED STATES DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
FORT HALL IRRIGATION PROJECT, IDAHO - IRRIGABLE AREAS AND PROJECT BOUNDARIES PLAT BOOK 223

OWNERSHIP SEE MAP

DELETED ACREAGE 7.50 acres

LAND USE

LEGAL DESCRIPTION Sec. 4, T.6 S., R.34 E., SWNW

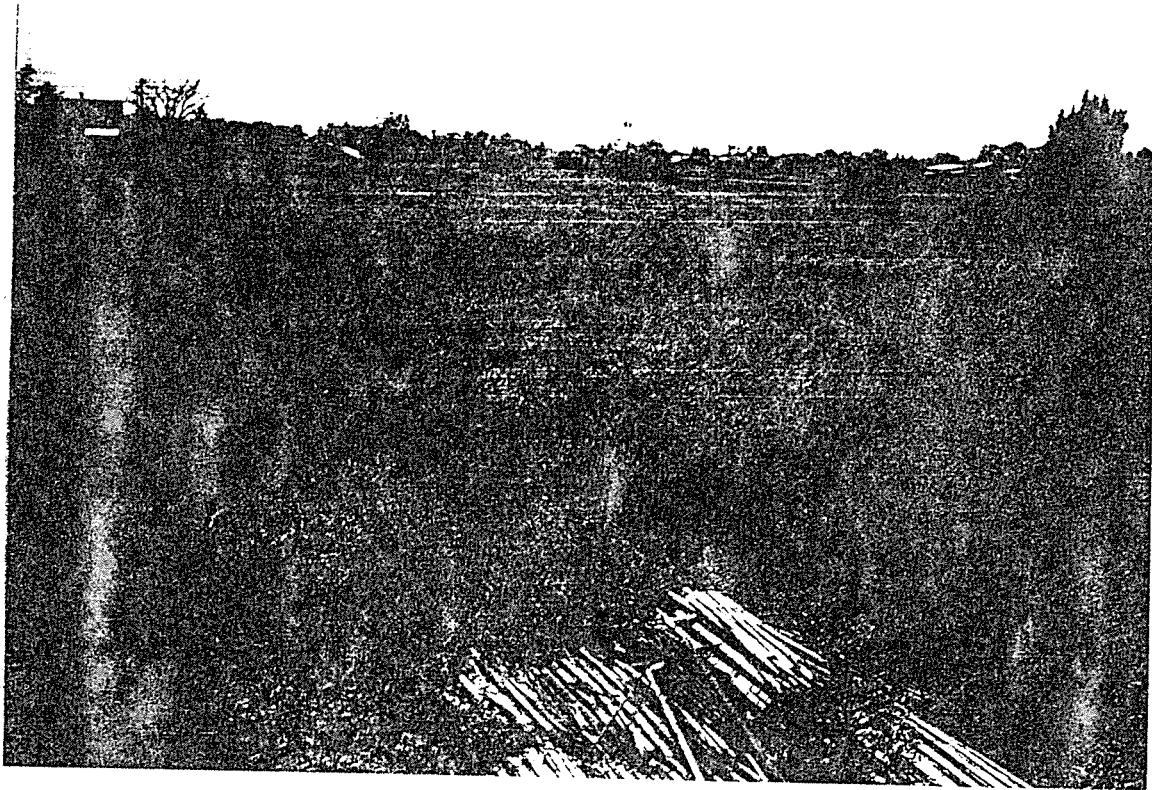
MAP ID NO. 101

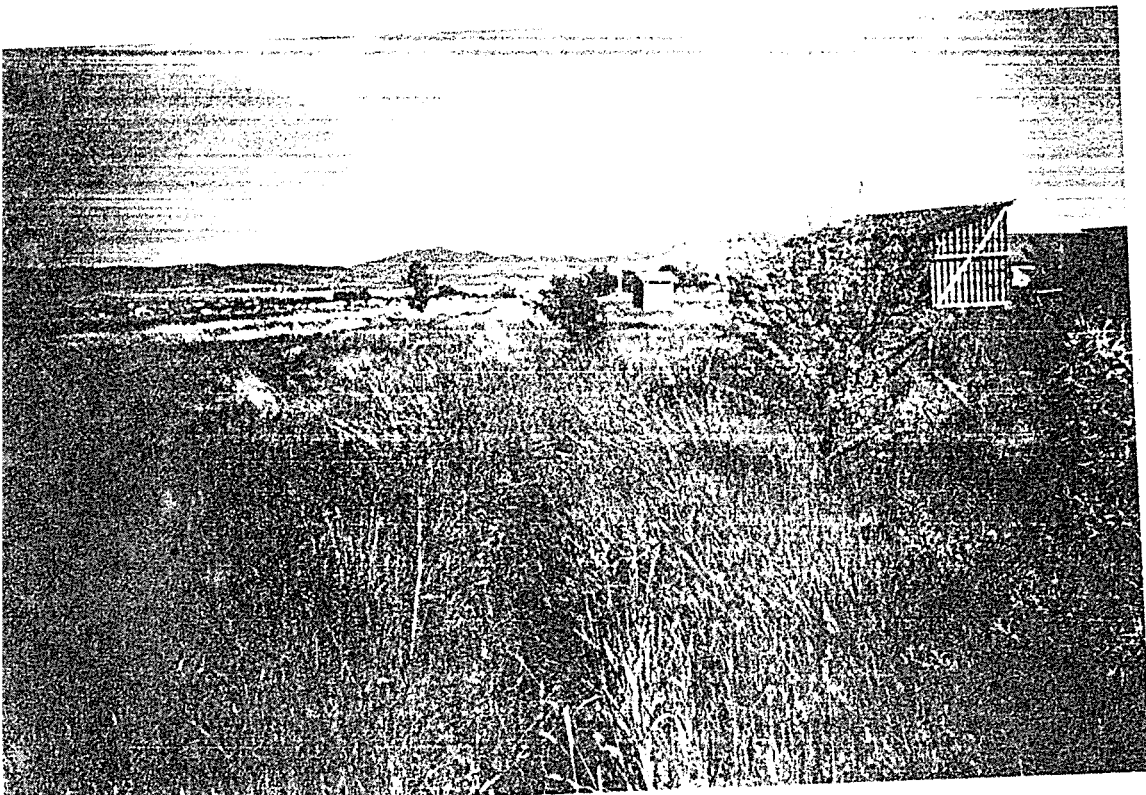
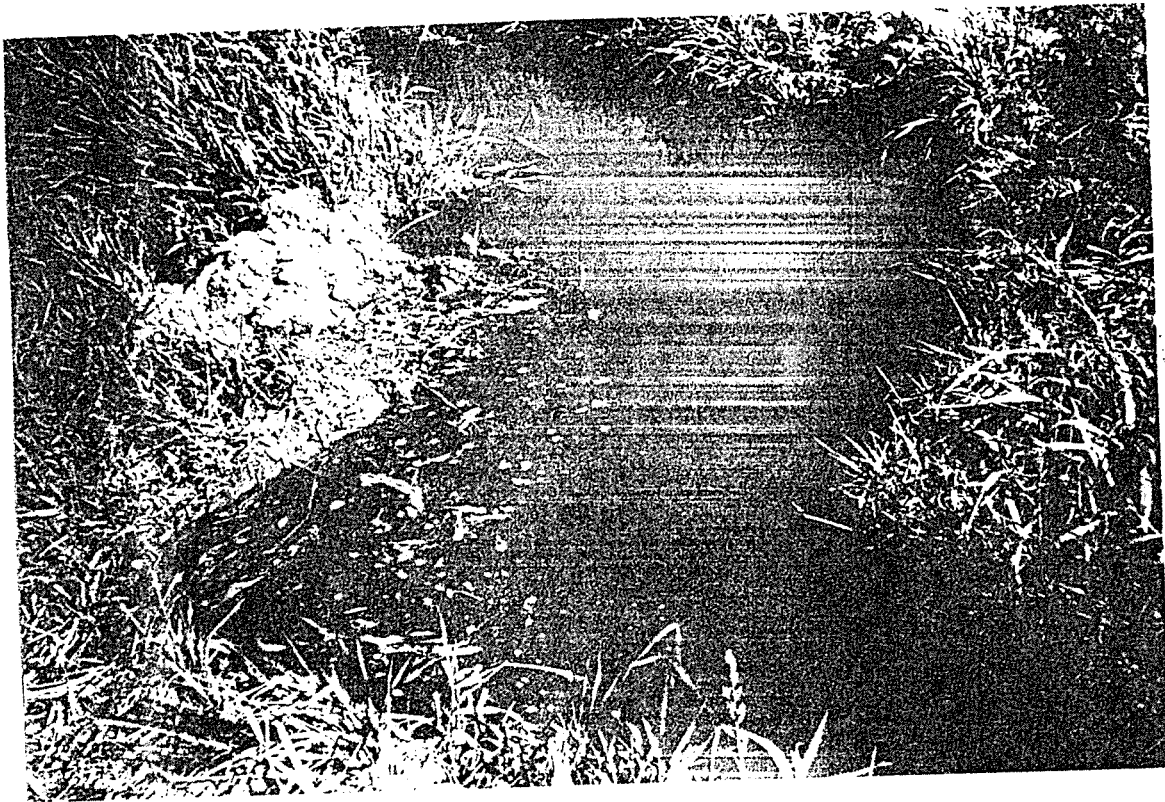
SEE MAP TITLED "FORT HALL IRRIGATION PROJECT,
NON-INDIAN LANDS TO BE DELETED FROM PROJECT"

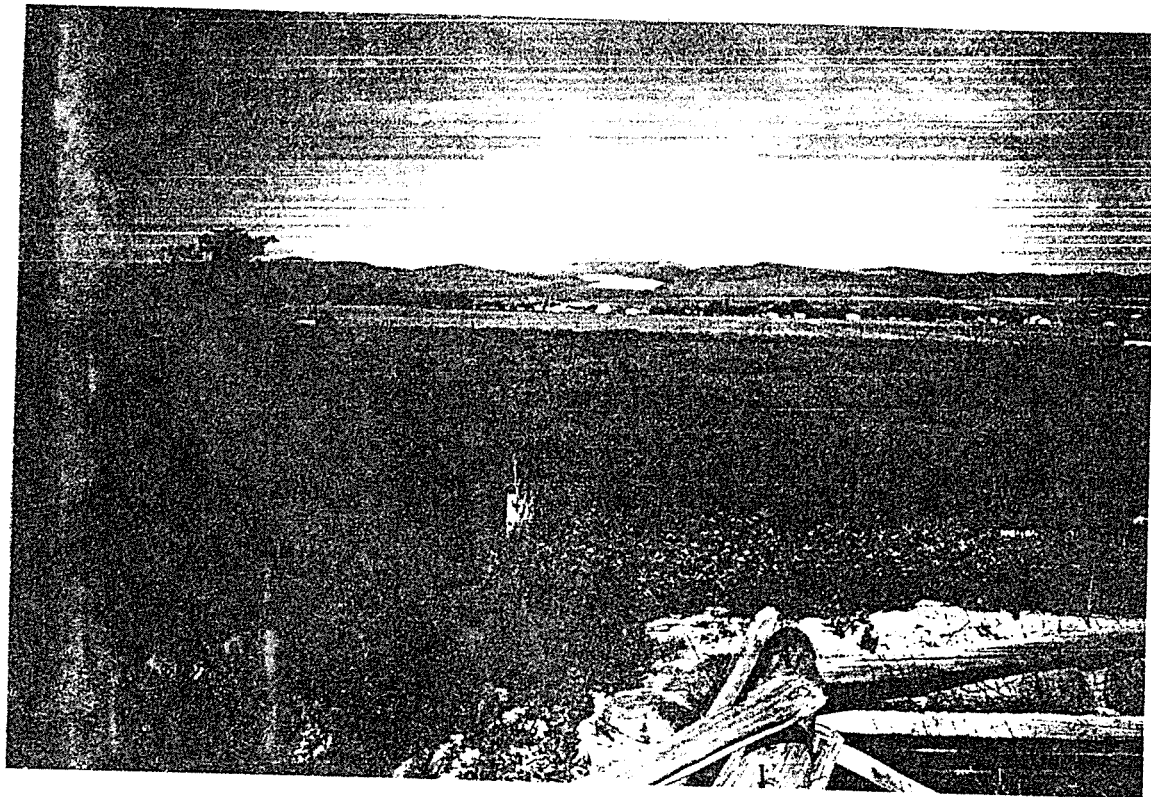
SCALE 1" = 400'

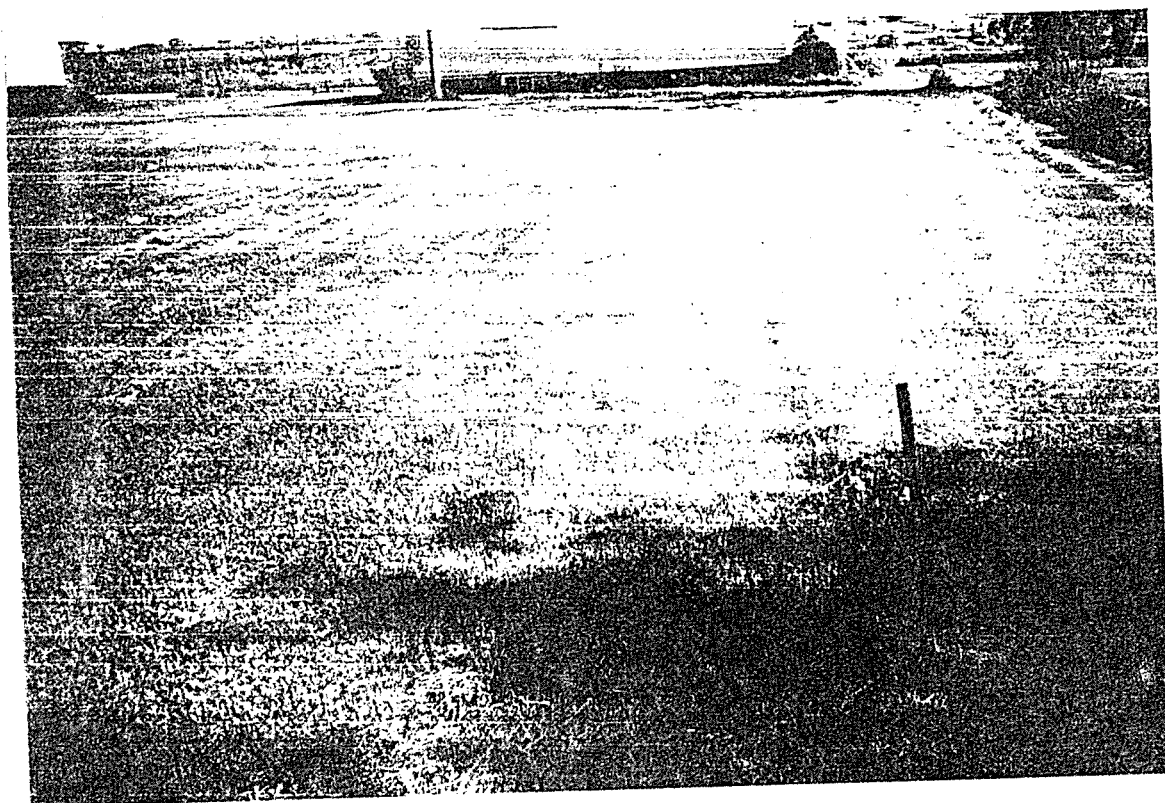
**FORT HALL IRRIGATION PROJECT
NON-INDIAN DELETED PARCELS**

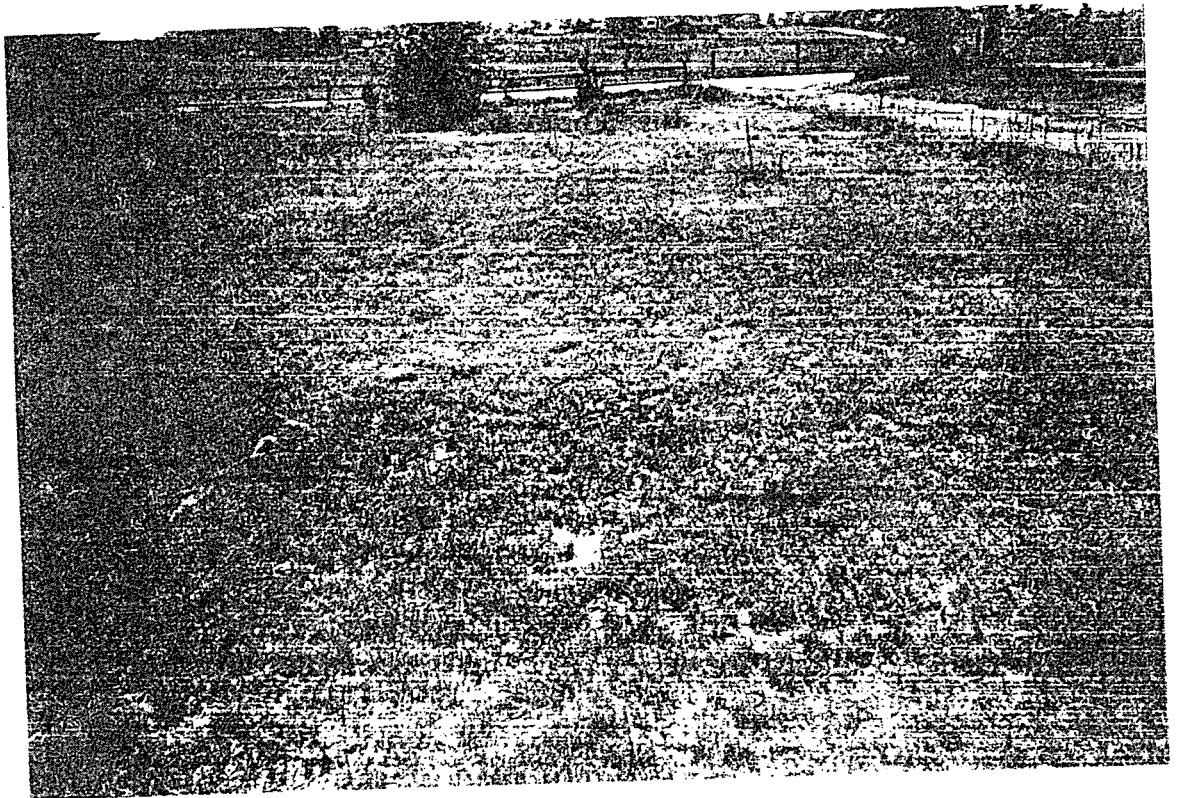
SHEET NO.
101











REAL ESTATE PURCHASE AND SALE AGREEMENT
(With Earnest Money Provision)
THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY.
READ CAREFULLY BEFORE SIGNING: IF ANY QUESTION, CONSULT YOUR ATTORNEY.

RE-21
REV. 8-79

KIM G. BOPLEY POCAHELLO, Idaho OCT 26 1981
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in
POCAHELLO, County of BANKS
State of Idaho, commonly known as PHILIP RD
legally described as: LOT 3 BLOCK 1, MARTIN LARSEN ESTATES

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS: FIFTY TWO THOUSAND DOLLARS
DOLLARS (\$ 52,000.00) payable as follows:

- A. Earnest Money:
- Buyer deposits and receipt is acknowledged of FIVE HUNDRED Dollars (\$ 500.00) evidenced by ☐ Cash, ☐ Personal Check, ☐ Cashiers Check, ☒ Note due, paid or delivered as earnest money in part payment of the purchase price for the premises.
 - Buyer further agrees on or before _____ day of _____, 19____, to pay or deliver as additional earnest money in part payment of the purchase price for the premises _____ Dollars (\$ _____) evidenced by ☐ Cash, ☐ Personal Check, ☐ Note due, or _____
 - All Earnest Money and this agreement shall be held by SATTERFIELD REALTY for the benefit of the parties hereto.

B. Balance of purchase price to be paid as follows:

BUYER TO ASSUME EXISTING LOAN OF APPROX. \$46,000.00 AT 12 1/2% WITH PAYMENTS OF \$400.00 PER MONTH. BUYER TO PAY \$5,000.00 DOWN AT TIME OF CLOSING. BALANCE OF APPROX. \$6,000.00 TO BE PAID AT \$3.00 OR MORE PER MONTH AT 10% INTEREST. SECURED BY DEED OF TRUST. SELLER TO PAY ECKOW SET UP FEE, BUYER MONTHLY SERVICE FEE.

2. Buyer's offer is made subject to the acceptance of Seller on or before twelve o'clock midnight of OCT 27, 1981. If Seller does not accept this agreement within the time specified, the earnest money shall be refunded to Buyer on demand.
3. Title of Seller is to be conveyed by Warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: NONE
4. The parties designate FIRST AMERICAN Title company to provide the necessary title insurance and commitment for title insurance at the sellers expense as required by this agreement.
5. It is hereby agreed that the "closing agent" for the transaction represented by this agreement shall be SATTERFIELD. The closing date shall be on or before NOV 5, 1981. Where not otherwise provided in this agreement or by law, the parties shall each pay one-half of said closing agents fee.
6. Within N/A days after acceptance by seller, or upon removal of any liens, encumbrances or defects to title by Seller, as provided herein, whichever is later, Buyer and Seller shall deposit with the "closing agent" all funds and instruments to complete the sale in accordance with terms and conditions hereof. Upon receipt of the items specified in the preceding sentence the closing agent shall close this transaction.
7. All attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, shades, venetian blinds, curtain rods, trees, plants, shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems including built in and "drop in" ranges, (but excepting all other ranges) fuel tanks and irrigation fixtures and equipment, all water and water rights, and ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.
- The following items of property now on the premises are specifically excluded from the sale: NONE
- The following items of personal property are specifically included in the sale: NONE
8. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the 5th day of NOV, 19 81 or on the date of closing, whichever shall last occur. Buyer shall pay for fuel in tank, the amount to be determined by the supplier at Seller's expense.
9. Seller shall deliver possession of the premises to Buyer on or before the 5th day of NOV, 19 81 or on the date of closing, whichever shall last occur.
10. The parties agree that this agreement contains the following additional terms and conditions:

11. The provisions contained on the reverse side of this page shall also constitute part of the agreement of the parties. Each of the parties acknowledges reading this agreement in full.

Listing Broker: H. Satterfield Selling Broker: H. Satterfield By Kim G. Bopley

Buyer _____ Buyer's Address _____
Buyer _____ Buyer's Phone _____

On this date, _____ I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller and the undersigned further agrees to pay a commission of _____ % of selling price or _____

DOLLARS (\$ _____) to the above broker for services. In the event earnest money is forfeited, it shall be apportioned to the Seller and Brokers equally after payment of costs set out in the above agreement provided the amount to brokers does not exceed the agreed commission. I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Seller _____ Seller's Address _____
Seller _____ Seller's Business Ph. _____ Seller's Residence Ph. _____

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this _____ day of _____, 19____.

STATE OF IDAHO
County of _____)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

known to me to be the person(s) who signed the foregoing instrument as Seller(s) and acknowledged to me that (t)he(y) executed the same.

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

Notary Public for State of Idaho

Residing at _____

BUYER'S RECEIPT