

11/14/2006

NOTICE OF ERROR
REPLY

RECEIVED

DEC 08 2006

DEPARTMENT OF
WATER RESOURCES

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: December 8, 2006

Water right number: 67-353D

WILLIAM J WOODINGTON
2384 MILL CREEK RD
COUNCIL ID 83612
Telephone Number: (208)253-4362

DEBORAH L WOODINGTON
2384 MILL CREEK RD
COUNCIL ID 83612
Telephone Number: (208)253-4362

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: 12-7-06 SIGNATURE: William J Woodington
Please print your name: William J. Woodington

IDWR Regional Office, 322 E Front St
PO Box 83720, Boise, ID 83720-0098, 2082874800

SCANNED

DEC 11 2006

12/13/2005

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

RIGHT NUMBER: 67-353D

NAME AND ADDRESS: WILLIAM J WOODINGTON
2384 MILL CREEK RD
COUNCIL ID 83612

DEBORAH L WOODINGTON
2384 MILL CREEK RD
COUNCIL ID 83612

SOURCE: MILL CREEK

TRIBUTARY: WEISER RIVER

QUANTITY: 0.040 CFS

PRIORITY DATE: 05/01/1882

POINT OF DIVERSION:

T17N R01W S36 NWSW Within ADAMS County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	3/15 11/15	0.040 CFS

PLACE OF USE: IRRIGATION Within ADAMS County

T17N R01W S35 NESE 3.0

3 ACRES TOTAL

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

Idaho Department of Water Resources

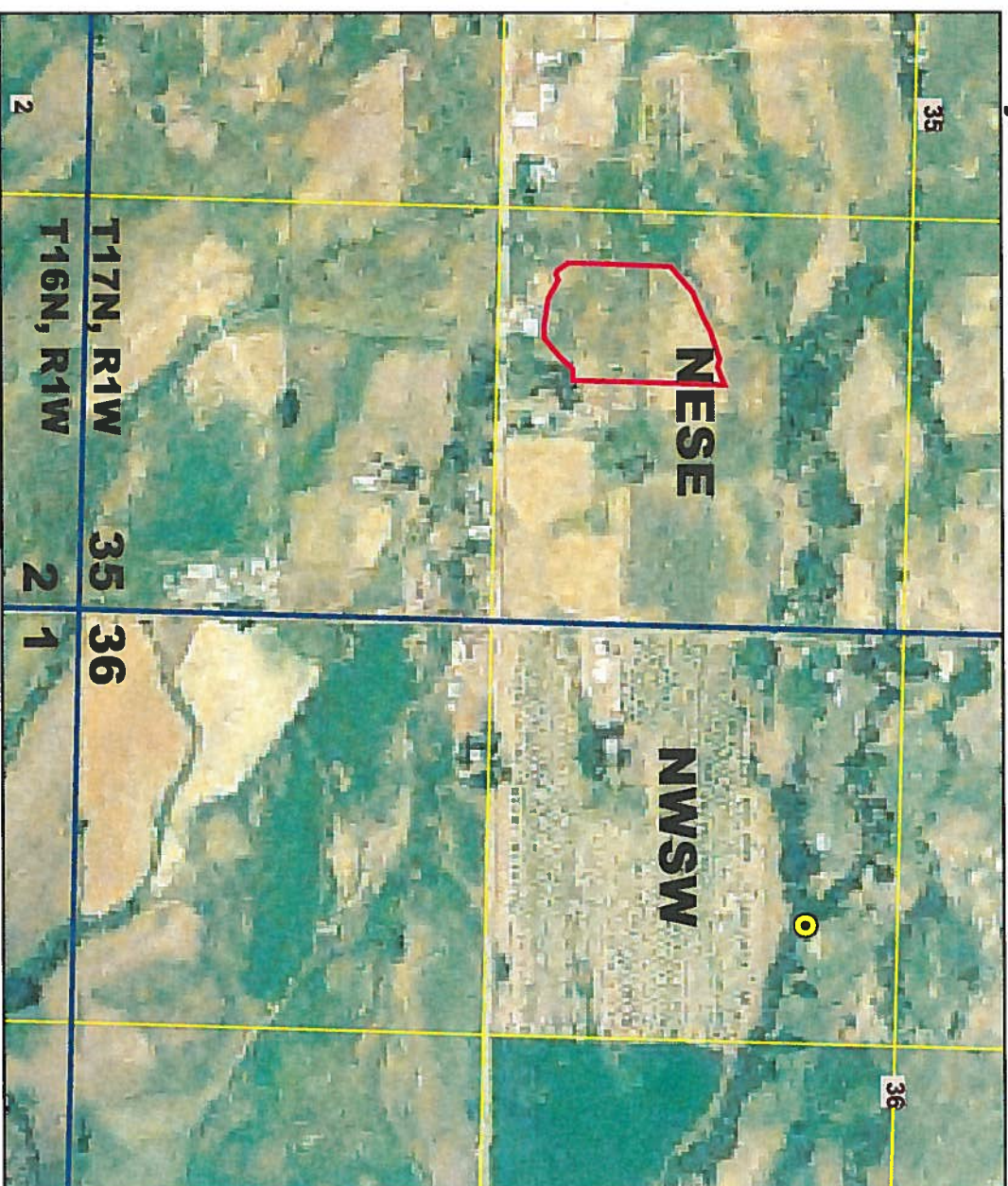
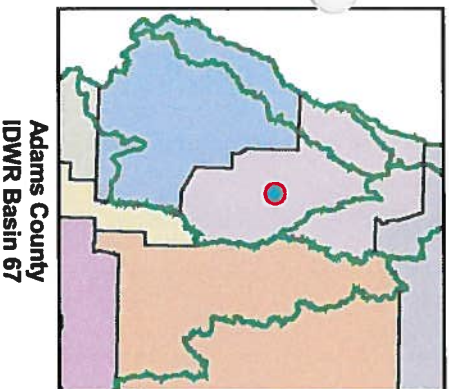


T16N R01W
T17N R01W

Adjudication Claim Number: **67-353 D**

Legend

- Point of Diversion
- Place of Use
- B67 sections.shp
- T16n01w.shp
- T17n01w.shp



Prepared by C. Saxton
On Tuesday, December 13, 2005
1987 Aerial Photography

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-353D V1

WATER RIGHT NUMBER: 67-353D V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	FRANK S GALEY
	COUNCIL, ID
Current Owner	WILLIAM J WOODINGTON 2384 MILL CREEK RD COUNCIL, ID 83612 (208)253-4362
Current Owner	DEBORAH L WOODINGTON 2384 MILL CREEK RD COUNCIL, ID 83612 (208)253-4362

Priority Date: 05/01/1882

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
MILL CREEK	WEISER RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	0.040 CFS	
	<u>Total Diversion:</u>	0.040 CFS	

Location of Point(s) of Diversion

MILL CREEK	NW1/4SW1/4	Sec. 36, Twp 17N, Rge 01W, B.M.
ADAMS County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE	NW	SW	SE	Totals
17N	01W	35	NE	NW	SW	SE	3.0
							3.0

Total Acres: 3

Conditions of Approval:

1. C18 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.
2. C05 Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
3. C03 Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 67-353D V1

Remarks:Comments:

1. csaxton 12/13/2005 1921 Transfer

Comment: There was a transfer on this right done in 1921. A map in the transfer placed 5 acres on the west side of the SENE S.35 and 5 acres on the west side of the NESE S.35. However, the practice does not appear to follow the constraints of the transfer. The POU claimed under 67-353A, 67-353C, and 67-353D are not in the POU described in the 1921 transfer. But the water master shows delivery to the claimants of 67-353A, 67-353C, and 67-353D and the owner of the ground that the 1921 transfer places the POU on, Paradis, does not claim the water under claims 67-353A, 67-353C, and 67-353D. Recommend the splits of 67-353 as delivered now and not per the 1921 transfer.

2. csaxton 12/13/2005 Overlap

Comment: No overlapping rights.

Dates and Other Information:

Decreed Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Defendant:

Plaintiff:

Civil Case Number:

Judicial District:

Notice of Error Flag:

State or Federal: S

Owner Name Connector: OR

Water District Number: 67

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Priority Date	7/30/2004 10:17:09 AM	segbert			Active
POD	7/30/2004 10:17:49 AM	segbert			Active
Source	7/30/2004 10:20:32 AM	segbert			Active
POU	7/30/2004 10:21:19 AM	segbert			Active
Use	7/30/2004 10:32:05 AM	segbert			Active
Season	7/30/2004 10:32:30 AM	segbert			Active
Quantity	7/30/2004 10:32:55 AM	segbert			Active
POD	12/13/2005 12:52:30 PM	csaxton			Active
POU	12/13/2005 12:53:02 PM	csaxton			Active
Summary			12/13/2005	csaxton	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
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IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-353D V1

Use	7/30/2004 10:32:06 AM	segbert	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file?
Season	7/30/2004 10:32:32 AM	segbert	(Yes) 1. Is the basis of claim Decree or License? (No) 4. Does the Decree or License have a Period of Use? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (No) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administratively determined? (Yes) 15. Is irrigation claimed as a Purpose of Use?
Quantity	7/30/2004 10:32:57 AM	segbert	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a diversion rate and/or volume?
POD	12/13/2005 12:50:08 PM	csaxton	Updated shape
POD	12/13/2005 12:50:23 PM	csaxton	Updated shape
POD	12/13/2005 12:52:31 PM	csaxton	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (No) 5. Can the claimed POD be verified using the water right file? (Yes) 6. Is there evidence that there has been a change in the POD? (Yes) 7. Can the change be verified as an accomplished transfer? (Yes) 9. Does the file contain all the necessary information to verify the POD? (No) 10. Is a POD remark and/or condition required? Description for Question 6 - POD different than described in the 1921 approved Transfer.
POU	12/13/2005 12:53:02 PM	csaxton	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (No) 6. Can the claimed POU be verified using the water right file? (Yes) 7. Is there evidence that there has been a change in the POU? (Yes) 8. Can the claim be verified as an accomplished transfer? (Yes) 13. Does the file contain all the necessary information to verify the POU? (No) 14. Is a POU remark and/or condition required? Description for Question 8 - POU different than described in the 1921 approved Transfer. Description for Question 13 - Desktop Review

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 67-353D V1

POU	12/13/2005 12:54:11 PM	csaxton	Updated shape for Active POU
Summary	12/13/2005 12:55:24 PM	csaxton	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (No) 5. Does this right have any combined use limits with other rights? (No) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right? (Yes) 8. Is this a split or combined right? (No) 9. Do you have documents you would like to attach or link to the file? (Yes) 10. Would you like to set the verification date?
Priority Date	7/30/2004 10:17:11 AM	segbert	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly?
POD	7/30/2004 10:17:51 AM	segbert	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file?
POD	7/30/2004 10:19:55 AM	segbert	Edited point location
Source	7/30/2004 10:20:33 AM	segbert	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file?
POU	7/30/2004 10:21:20 AM	segbert	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file?

Water Supply Bank:

Split history for Decreed Right 67-00353

WR History

Claim History

Watermaster Records

67-00353	Schaff/Galey	TR 8-19-1921	67-00353	Schaff/Galey
0.75	cfs		0.75	cfs
60	ac		60	ac
0	af		0	af

Acreage calc at 5/8 " per acre

67-353A	Harvey	0.14	10	0.14	10
67-353B	Knuse	0.03	5		
67-353C	Camp	0.16	16	0.16	12.8
67-353D	Woodington	0.04	3	0.04	3
67-353E	Paradis	0.38	68	0.41	30.4

Sum CFS =	0.75
Sum Acre =	102
Sum AF =	n/a

0.75

Extra CFS =	0
Extra Acre =	-42
Extra AFA =	n/a

Sum CFS =	0.75
Sum Acre =	58.6
Sum AF =	n/a

Extra CFS =	0
Extra Acre =	1.4
Extra AFA =	n/a

*Last updated 12-12-05 (csaxton)

For digital copy of Excel spreadsheet file: See Craig L. Saxton

Page #	Parcel Number	Name	ew Charge	New Charge	Water in Inches	File #	Original Owner	Priority Date
21	7N01W351	PARADIS,	####	\$14.36	20.5	353	SCHAFF/GALEY	5/1/82
22	7N01W350	HARVEY,	\$5.60	\$4.90	7	353	SCHAFF/GALEY	5/1/82
22	7N01W357	WOODING	####	\$7.50	2	353	SCHAFF/GALEY	5/1/82
22	7N01W357	CAMP, JAI	####	\$7.50	8	353	SCHAFF/GALEY	5/1/82

37.5
0.75

Priority Date Data Entry Form

Claim Number 67-353D

Claimed Priority Date: 5/1/1882

Claimed Basis: Decreed

 X Use Claimed Priority Date and Basis as Recommended Priority Date and Basis

Water Right Priority Date:

Water Right Basis:

Recommended Priority Date ___ ___ ___

Recommended Basis _____

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

As decreed _____

Point of Diversion and Source Data Entry Form

Claim Number 67-353D

Claimed Point of Diversion and Source

T17N R01W S36 NWSW Within ADAMS County Source: MILL CREEK WEISER RIVER

☒ Use Claimed POD and Source as Recommended POD and Source

Water Right Point of Diversion and Source

Recommended Point of Diversion and Source

Source Information

Source

Tributary To

_____	_____
_____	_____
_____	_____

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source

Other rights from this POD? _____

Document how the POD and Source were verified:

Water Master Bosco Bosler GPS'd point of diversion on Aug 2, 2004. A0014040.

Reviewer: **Craig L. Saxton**Date: **12-13-05**

Place Of Use Data Entry Form

Claim Number 67-353D

Claimed Place Of Use

T17N R01W S35 NESE 3.0

Total Acres 3

☒ Use Claimed POU as Recommended POU

Water Right Place Of Use

Recommended Place of Use

_____ See corrections to claimed POU above

Tw	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres _____

Document how the POU was verified:

There was a transfer on this right done in 1921. A map in the transfer placed 5 acres on the west side of the SENE S.35 and 5 acres on the west side of the NESE S.35. However, the practice does not appear to follow the constraints of the transfer. The POU claimed under 67-353A, 67-353C, and 67-353D are not in the POU described in the 1921 transfer. But the water master shows delivery to the claimants of 67-353A, 67-353C, and 67-353D and the owner of the ground that the 1921 transfer places the POU on, Paradis, does not claim the water under claims 67-353A, 67-353C, and 67-353D. Recommend the splits of 67-353 as delivered now and not per the 1921 transfer.

Add C05. Accomplished change in POU

Reviewer: Craig L. Saxton

Date: 12-13-05

Purpose of Use Data Entry Form

Claim Number 67-353D

Claimed Purpose of Use

Water Use Number of Homes Number of Stock Acre Limit
IRRIGATION

 X Use Claimed Purpose of Use as Recommended Purpose of Use

Water Right Purpose of Use

Water Use Number of Homes Number of Stock Acre Limit

Recommended Purpose of Use

Water Use Number of Homes Number of Stock Acre Limit Number of Other

Document how the Purpose of Use was verified:

As decreed _____

Period of Use and Quantity Data Entry Form

Claim Number 67-353D

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
IRRIGATION	3/15	11/15	0.04	

Overall Diversion Rate 0.04 Overall Diversion Volume

☒ Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
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Overall Diversion Rate Overall Diversion Volume

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____ Overall Diversion Volume _____

Document how the Period of Use and/or Diversion Rate were verified:

Water master records show delivery of 2" of this right to Woodington. Recommend diversion rate as claimed.

Contacts Data Entry Form**Claim Number: 67-353D**

Owner Type	Full Name	Address	City	State	Zip	Phone
Original Owner	FRANK S GALEY		COUNCIL	ID		
Current Owner	WILLIAM J WOODINGTON	2384 MILL CREEK RD	COUNCIL	ID	83612	(208)253-4362
Current Owner	DEBORAH L WOODINGTON	2384 MILL CREEK RD	COUNCIL	ID	83612	(208)253-4362

Date of Field Exam: **Desktop Review** Time:

Accompanied By: _____ Phone Number: _____

Relationship to Claimant: _____

Directions to Property (if different from above) and/or update owner information:

Ownership information appears accurate. __________

_____Reviewer: **Craig L. Saxton**Date: **12-13-05**

J F Lowe
L J Rhinehart
Loren Rhinehart
Anna Morrow

38 ✓
31 ✓
40 ✓
5 ✓

June 5, 1902 67 0344
June 5, 1902 67 0345
June 5, 1902 67 0346
June 5, 1902 67 0347

Mill Creek.

William Winkler, Lewis Winkler, Mrs F H Hayner,
John Kessler, Jim Kessler, Lewis Kessler, Bettie
Dickerson, Janie Hart, Ida Blanchard, William
Kessler, Elva Young and Rebecca Kessler, suc-
cessors of Alexander Kessler, deceased

25 ✓

Frederick N Watriss, Grantee of Geo M Winkler-----16 2/3 ✓

12 1/2

33 1/3 ✓

20 3/4 ✓

P H Schaff and F S Galey, Grantees of Samuel Harp 37 1/2 ✓

29 ✓

Deseret Sheep Company sub for C A Martin, Grantee
of Margaret Krigbaum

41 2/3 ✓

Mill Creek (Con)

Council Valley Orchards, Grantee of J Marion
Young

10 3/4 ✓

29 ✓

37 1/2 ✓

21 1/2 ✓

27 1/2 ✓

J D Poyner and John Poyner

George T Ellis

P H Schaff and Thomas L Watt, Grantees of B F
Middletown

37 1/2 ✓

Charles Lappin and A R Felmley, Grantees of C S
Gibbs

54 ✓

James A Huston Jr. and William Spahr, Grantees
of John and J D Poyner

16 ✓

B W Turnipseed

18 ✓

J V Morrison

15 ✓

C W Holmes

8 1/2 ✓

Council Valley Orchards

100 ✓

Unnamed Stream.

Council Valley Orchards

100 ✓

Frank S Galey

20 ✓

C W Holmes

10 ✓

C E McDonald High water 56

34 ✓

Fort Wall Creek

C T Hamill

4 ✓

4 ✓

6 ✓

11 ✓

Louis Harp

67 0348
May 1, 1878 * Trans 504-517-539-781 ✓
May 1, 1881 67 0349
May 1, 1884 * 67 0350 ✓
May 1, 1893 * 67 0351 ✓
May 1, 1894 * 67 0352 ✓
May 1, 1882 * 67 0353 ✓
May 1, 1891 * 67 0354 ✓
May 1, 1884 * Trans 504 67 0355 ✓
May 1, 1885 * 67 0356 ✓
May 1, 1894 * 67 0357 ✓
May 1, 1889 * 67 0358 ✓
May 1, 1886 * 67 0359 ✓
May 1, 1893 * 67 0360 ✓
May 1, 1894 * 67 0361 ✓
May 1, 1896 * 67 0362 ✓
May 1, 1899 * 67 0363 ✓
May 1, 1903 * 67 0364 ✓
July 1, 1909 * 67 0365 ✓
May 1, 1909 * 67 0366 ✓
June 1, 1906 * 67 0367 ✓
July 3, 1911 * 67 0368 ✓
March 17, 1913 67 0369 ✓
May 16, 1912 * 67 0370 ✓
July 2, 1892 * 67 0371 ✓
May 1, 1882 * 67 0372 ✓
May 1, 1889 * 67 0373 ✓
May 1, 1882 * 67 0374 ✓
June 1, 1911 * 67 0375 ✓

A L Frechafer and Margaret P. P.

JUL 24 1996

WILLIAM WINKLER, LEWIS WINKLER, MRS F H HAYNER, JOHN KESSLER, JIM KESSLER, LEWIS KESSLER, BETTIE DICKERSON, JANIE HART, IDA BLANCHARD, WILLIAM KESSLER, ELVA YOUNG AND REBECCA KESSLER, successors of Alexander Kessler, deceased: The Southwest Quarter of the Northeast Quarter, Section 10, the East half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 10 in Township 16 North, Range 1 West Boise Meridian.

FREDERICK N WATRISS: The South half of the Northwest Quarter and the North half of the Southwest Quarter, Section 35, Township 17 North Range 1 West Boise Meridian.

P H SCHAFF AND F B GALEY: The South half of the Northeast Quarter and the North half of the Southeast Quarter Section 35, Township 17 North, Range 1, West Boise Meridian.

DESERT SINK COMPANY: The Southeast Quarter of Section 34, Township 17 North, Range 1 West Boise Meridian.

COUNCIL VALLEY ORCHARDS: The South half of the Southeast Quarter, Section 35, Township 17 North, Range 1 West Boise Meridian and the North half of the Northeast Quarter, Section 2, Township 16 North, Range 1 West Boise Meridian.

J D POYNTER AND JOHN POYNTER: The North half of the Southwest Quarter and the West half of the Northwest Quarter of Section 36, Township 17 North, Range 1 West Boise Meridian.

GEORGE T WILLIS: The Southeast Quarter of the Southeast Quarter, Section 4, the Southwest Quarter of the Northwest Quarter, Section 3, and a tract bounded as follows, commencing at the Southwest corner of lot 1, said Section 4, thence north along the west side of said lot 20 rods, thence east 80 rods, thence south 20 rods, thence west 80 rods to the place of beginning, all in Township 16 North, Range 1 West Boise Meridian.

P H SCHAFF AND THOMAS L WATT: The North half of the Northwest Quarter Section 35, and 70 acres east of the right of way of the P & I N Ry. in the Southeast Quarter of the Southeast Quarter Section 27, and the Northeast Quarter of the Northeast Quarter Section 34, all in Township 17 North, Range 1 West Boise Meridian.

CHARLES LAPPIN AND A E FREMLEY: The West half of the Southwest Quarter of Section 25, and the east half of the southeast Quarter of Section 26, Township 17 North, Range 1, West Boise Meridian.

JAMES A HUSTON, JR. and WM H SPAHR: The West half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter, Section 36, Township 17 North Range 1 West Boise Meridian.

B W TURNIPSEED: Lot 4, the Southeast Quarter of the Southwest Quarter, and the South half of the Southeast Quarter Section 31, Township 17 North, Range 1 East Boise Meridian.

J V MORRISON: The Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 4, Township 16 North, Range 1 West Boise Meridian.

O W HOLMES: The Northwest Quarter of the Southwest Quarter Section 3, Township 16 North, Range 1 West Boise Meridian.

FRANK S GALEY: Northwest Quarter Southeast Quarter and Northeast Quarter Southeast Quarter Section 35, Township 17 North, Range 1 West Boise Meridian.

LOUIS HARP: The South half of the Northeast Quarter, and the Northeast Quarter of the Northeast Quarter, Section 23, and the Southeast Quarter of the Southeast Quarter Section 14, Township 17 North, Range 1 West Boise Meridian.

JUL 24 1996

MILL CREEK RIGHTS.

Deseret Sheep Company, substituted for C. A. Martin,
Grantee of Margaret Krigbaum,

41 2/3 May 1, 1884

William Winkler, Lewis Winkler,
Mrs. F. H. Hayner, John Kessler,
Jim Kessler, Lewis Kessler,
Bettie Dickerson, Janie Hart
Ida Blanchard, William Kessler,
Elva Young and Rebecca Kessler,
successors of Alexander
Kessler, deceased,

25

" " 1878

Charles Lappin and A. E.
Felmley, Grantee of C. S. Gibbs,

54

" " 1896

J. D. Poynor and John Poynor,

21 1/2

" " 1886

B. W. Turnipseed,

18

" " 1903

Frederick M. Watriss,
Grantee of Geo. M.
Winkler,

16 2/3
12 1/2
33 1/3
20 3/4

" " 1881
" " 1884
" " 1893
" "

P. H. Schaff and
F. S. Galey, Grantees
Samuel Hark

37 1/2
29

" " 1882
" " 1891

Council Valley Orchards
Grantee J. Marion Young

10 3/4
29
37 1/2

" " 1885
" " 1894
" " 1889

James A. Huston and William
Spahr, Grantees of John and
J. D. Poynor,

16

" " 1899

P. H. Schaff and Thomas L.
Watt, Grantees of B. F.
Middleton,

37 1/2
27 1/2

" " 1894
" " 1893

George T. Ellis

16

July 1 1909

J. V. Morrison,

8 1/2

May 1 1909

C. W. Holmes

MILP
JUL 24 1909

Boise, Idaho 83720-0098

**PRESORTED
FIRST CLASS**

RETURNED TO
SENDER
UNDELIVERABLE AS ADDRESSEE
JANUARY 2 ORDER EXPIRES

WILLIAM J WOODINGTON
HC 62 BOX 1330
COUNCIL ID 83612

APR 2 2004

AUG 10 04
J.P.

U.S. POSTAGE

8361

[illegible]

AUG 17 2004

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: A67-00353D
Date Received: 12/12/1989
Receipt No: W007095
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WILLIAM J. WOODINGTON 208-253-4362
Address: HC 62, BOX 1330
COUNCIL, ID 83612

OR
Name: DEBORAH L. WOODINGTON 208-253-4362
Address: HC 62, BOX 1330
COUNCIL, ID 83612

2. Date of Priority: MAY 01, 1882

3. Source: MILL CREEK Trib. to: WEISER RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
17N	01W	36		NW	SW		ADAMS

5. Description of diverting works:
CONC. HEADGATE, DITCH, UNDERGRND PIPE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.040		

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

8. Total consumptive use is 10.5 Acre Feet Per Annum.

9. Non-irrigation uses:

SCANNED
APR 02 2004

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10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
17N	01W	35	NE	SE		IRR	3.0
Section Acres							3.0
Total Acres							3.0

11. Place of use in counties: ADAMS

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS CLAIM IS SPLIT INTO A & ETC
A=0.14CFS DONALD HARVEY
B=0.41CFS STOVNER & KRUSE
C=0.16 JAMES H. CAMP

CHANGE IN LOCATION OF THE DIVERSION. THE DIVERSION HAS BEEN IN
THIS SPOT FOR 30 YEARS OR MORE.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

JOHN T. MUIR

Decree Plaintiff

vs

WILLIAM ALLISON

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: 3

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): William J. Wooding Date: 12-12-89
_____ Date: _____

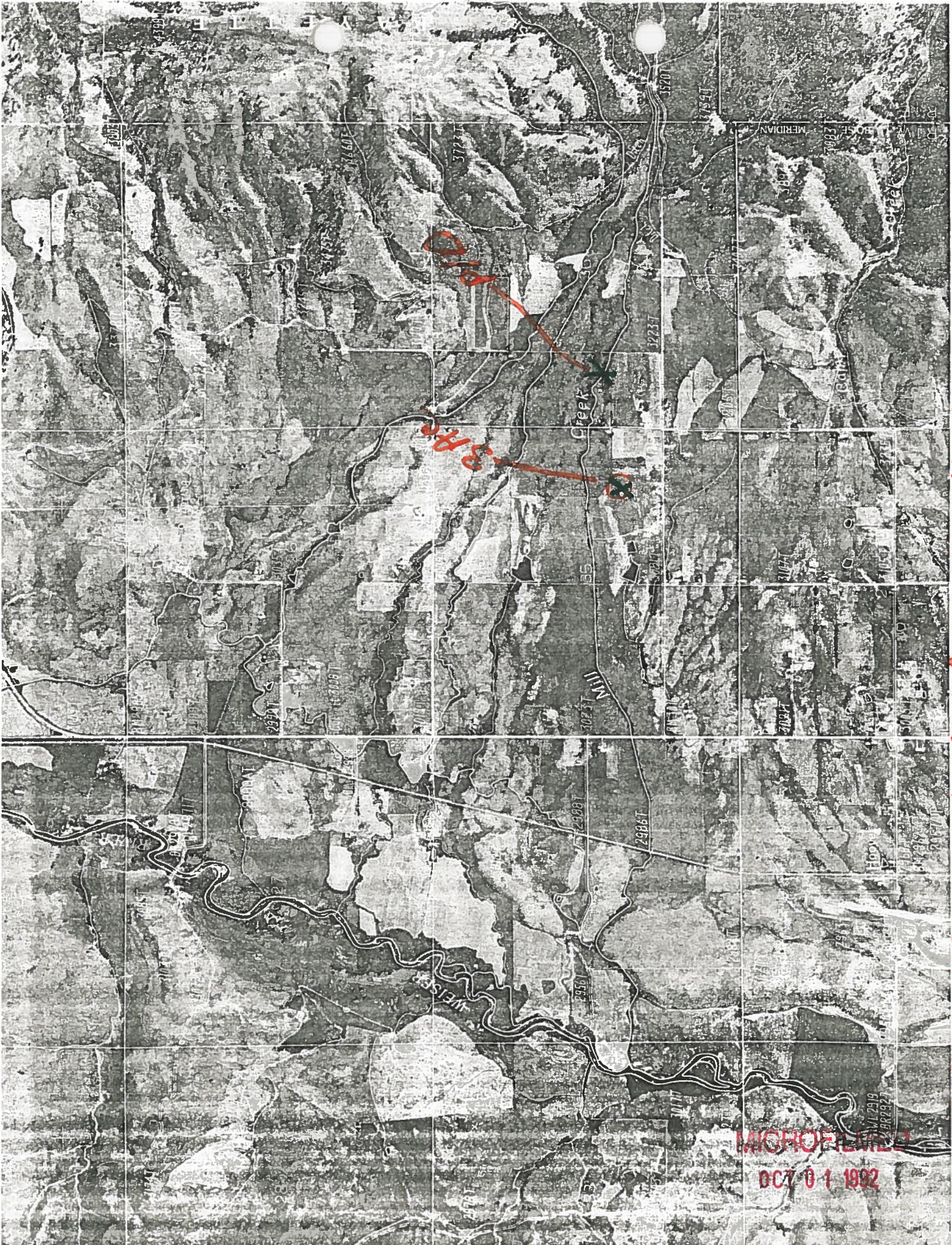
State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 12 day
of Dec 19 89

Linda A. Werner
Notary Public

Seal

Residing at Linda A. Werner
Residing at Boise, Idaho
My Commission Expires December 8, 1994



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AC200580 T1711 BW See DC 116 547 548

THIS DEED OF TRUST, Made this 10th day of September, 1985,
BETWEEN WILLIAM J. WOODINGTON and DEBORAH L. WOODINGTON, husband and wife
herein called GRANTOR,

whose address is P.O. Box 279, Council, Idaho 83612

TITLE AND TRUST COMPANY, an Idaho corporation, herein called TRUSTEE, and
GLADYS E. SCHAEFER, a widow, herein called BENEFICIARY,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE
IN TRUST, WITH POWER OF SALE, that property in the County of Adams
State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or
containing not more than twenty acres:

in Township 17 North, Range 1 West, Boise Meridian:

Section 35: Beginning at the SE corner of NE $\frac{1}{4}$ SE $\frac{1}{4}$, thence West 782.19
feet to the point and place of beginning; thence North 891 feet, thence
West 372.81 feet, thence South 891 feet, thence East 372.81 feet, to the
point nad place of beginning.

TOGETHER with two (2) shares of the Mill Creek Water, along with all
water, water rights, ditch, ditch rights and appurtenances thereto belong-
ing.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given
to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by
Grantor in the sum of THIRTY THREE THOUSAND THREE HUNDRED EIGHTY SEVEN, (\$33,387.00),
AND NO/100 DOLLARS

final payment due DECEMBER 10, 2002
and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor
herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instru-
ments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein
provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Bene-
ficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing
security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore
promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay
when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requir-
ing any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit
any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the
character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The
amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and
in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be
released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate
any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Bene-
ficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in
any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances,
charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees
and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor
shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance
premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the pay-
ment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof,
with interest from date of expenditure at the highest lawful rate permissible under Idaho law.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without
obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may:
make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary
or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding pur-
porting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any
encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such
powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable
fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof
is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner
and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require
prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and
presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of
the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or
plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien
or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed
and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty,
the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts
shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons
legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the
continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any
default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and
retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without
notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security
for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for
or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses
of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Bene-
ficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and
the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done
pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all
sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary
shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein de-
scribed property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each
county wherein said real property or some part thereof is situated.

File No. and Original Owner	File Date	Present Owner	Land Description	Amount of Water	Actual Charge 1987	Proposed Charge 1988	File No.
67-361 Schaff/Watt	5-1-91	C. Gould	17N01W340001	25"	2.50	11/50	16
67-353 Schaff/Galey	5-1-82	D. Harvey	17N01W350100	14.5 7"	7.50	11/50	4.
67-353 Schaff/Galey	5-1-82	W. Woodington	17N01W357500	0.04 2"	7.50	11/50	7.5
67-356	5-1-85	Council Valley Orchards					
67-		Gene Vogt	003600010030	5.14"	.50	11/50	3.5
67-		M. Edwards	003600006001A	5.14"	.50	11/50	3.5
67-		T. Hall	00360007003A	5.14"	7.50	11/50	7.5
67-Lappin/Felmev 362	5-1-86	E. Armacost	17N01W234900	54"	7.50	11/50	35.
67-359 Foyner	5-1-89	G. Balderson	17N01W361200	21.5"	2.20	11/50	1.
67-363 Huston/Spahr	5-1-89	L. Harvey	17N01W363000	11.5"	1.10	11/50	7.5
67-360 G.T. Ellis	5-1-93	Henderson Ranches	16N01W040001	27.5"	2.80	11/50	17.
67-366 C.W. Holmes	5-1-09	Clinton Yates	16N01W035100	8.5"	.80	11/50	5.5
67-Lindsey		L. Shelton	17N01W358100	2"	7.50	11/50	7.5
67-353 Schaff/Galey	5-1-82	J. Camp	17N01W357500	0.16 8"	7.50	11/50	7.5

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