

**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. <u>65-09483</u>
	)	
	)	Standard Form 5
Case No. 39576	)	
	)	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 the facts, data, expert opinions and law supporting the issuance of a partial decree for the water right.

The parties agree that the Snake River 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.

Thus, IDWR and the parties 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.

This agreement also settles the claims and objections heretofore filed and identified as SRBA subcase number 65-09483C. All parties agree to bear their own costs and attorney's fees in connection with this matter.

CLAIMANT:
United States on behalf of the
Bureau of Reclamation

OBJECTORS:
Emmett Irrigation District

David W. Gehlert Date
Attorney, U.S. Department of Justice
Environment and Natural Resources Division

Scott L. Campbell Date
Moffatt, Thomas, Barrett Rock & Fields,
Chtd.

IDWR CONCURRENCE:

IDWR CONCURRENCE:

Date

Date

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

RIGHT NUMBER: 65-9483

NAME AND ADDRESS: UNITED STATES OF AMERICA ACTING THROUGH
REGIONAL DIRECTOR PN REGION
BUREAU OF RECLAMATION
1150 N CURTIS RD SUITE 100
BOISE ID 83706-1234

A BENEFICIAL USE OF A PORTION OF THE WATER REPRESENTED HEREBY IS MADE BY THE LANDOWNERS WITHIN EMMETT IRRIGATION DISTRICT AND BY INDIVIDUALS WHO HAVE ENTERED INTO CONTRACTS WITH THE UNITED STATES FOR IRRIGATION WATER FROM THIS STORAGE RESERVOIR. SUCH BENEFICIAL USE IS SUBJECT TO AND PURSUANT TO CONTRACT WITH THE UNITED STATES (AS MAY HEREAFTER BE SUPPLEMENTED OR AMENDED) FOR IRRIGATION AND OTHER PERMITTED PURPOSES AS AUTHORIZED BY LAW AND CONTRACTS.

SOURCE: DEADWOOD RIVER

TRIBUTARY: SOUTH FORK PAYETTE RIVER

QUANTITY: 163,000.0 AFT

TOTAL RESERVOIR CAPACITY IS 163,000 ACRES FEET WHEN FILLED TO ELEVATION 5334 FEET AND MEASURED AT THE UPSTREAM FACE OF THE DAM.

PRIORITY DATE: 12/31/1926

POINT OF DIVERSION:

T11N R07E S8 SWSE within VALLEY County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION FROM STORAGE	4/01 11/01	163,000.00 AFT
IRRIGATION STORAGE	1/01 12/31	163,000.00 AFT

PLACE OF USE:

PLACE OF USE IS WITHIN BOISE, GEM AND PAYETTE COUNTY.

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

CERTIFICATE OF MAILING

I certify that on _____, 2002 mailed the original and copies of this form, including all attachments, 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. Copies to:

Idaho Department of Water Resources
Adjudication Bureau
1301 North Orchard Street
Boise, Idaho 83706

U.S. Department of Justice Depository
Environment and Natural Resources Div.
550 West Fort Street, MSC 033
Boise ID 83724

IDWR Document
P. O. Box 83720
Boise, Idaho 83720-0098

3. Copies to all parties to the subcase (insert names and addresses):

Regional Director, PN Region Code 3100
U.S. Bureau of Reclamation
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234

Bert L. Osborn
26 S. 9th Street
P.O. Box 158
Payette, ID 83661

David W. Gehlert

RECEIVED

MAY 13 2000

Department of Water Resources

RECEIVED

MAY 24 2000

WATER RESOURCES
WESTERN 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 39576

A. Subcase 65-09483

(Insert water right number)

STANDARD FORM 1
OBJECTION

Please fill in the following information:

B. NAME AND ADDRESS OF PERSON OBJECTING

Name: Emmett Irrigation District

Address: 222 East Park Street, Emmett, Idaho 83617

Daytime Phone: (208) 365-4582

Name & Address of Attorney, if any:

Louie Gorrono

P.O. Box 637

Emmett, Idaho 83617

(208) 365-2421

C. CLAIMANT OF WATER RIGHT AS LISTED IN DIRECTOR'S REPORT

Name: United States of America, Acting through

Address: Regional Director, PN Region

Bureau of Reclamation

1150 North Curtis Road

Boise, Idaho 83706-1234

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: Should Include Emmett Irrigation District
222 East Park Street, Emmett, Idaho 83617

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:

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):

A portion of this water right is for the benefit of lands of landowners within Emmett Irrigation District. The District holds a 51,387 ac-ft right for storage water in Deadwood Reservoir pursuant to Contract No. 14-06-100-827 dated October 4, 1955 for the benefit of lands of landowners within the district. The interest of Emmett Irrigation District in this water right should be confirmed by the court in the decree of this water right.

F.

VERIFICATION (Must be Completed)

State of Idaho)
County of Gem)ss.

Louie Gorrone, 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.

(Signature of person filing objection)

Louie Gorrone
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: 12 May 2000

Carla Orath
Notary Public for State of Idaho
Residing at: Emmett
My Commission expires: 1/14/2001

R.O. Draft - 5/10/55

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation
Boise Project, Idaho

Contract No.
14-06-100-827

Supplemental Contract Between THE UNITED STATES OF AMERICA
and the EMMETT IRRIGATION DISTRICT

<u>Contents</u>		
<u>Article</u> <u>No.</u>	<u>Title</u>	<u>Page No.</u>
1	Preamble.....	1
2-6	Explanatory Recitals.....	1-2
7	Definitions.....	2-3
8	Scope and Term of Contract.....	3
9	Restatement of District's Existing Construction Obligation; Rehabilitation of Black Canyon Dam; Storage in Deadwood Reservoir.....	4-5
10	Construction Charge Obligation and Determination of Annual Instalments.....	5-7
11	Care, Operation, and Maintenance of Reserved Works.....	8-9
12	Title to Reserved Works; Incidental Uses of Dams and Reservoirs; Application of Miscellaneous Revenues.....	10
13	Black Canyon Powerplant; Power and Irrigation Pumping.....	11-12
14	Reaffirmation of Grants of Right-of-Way.....	12
15	Joint Use With Black Canyon Irrigation District of Main Canal; Payment of Operation and Maintenance Thereof.....	12-14
16	Water Supply.....	15-19
17	Lands for Which Water is Furnished; Limitations on Area....	20
18	Computation of Costs.....	21
19	General Obligations.....	21-22
20	Protection of Water Supply.....	22
21	Penalty for Delinquency in Payment.....	22
22	All Benefits Conditioned Upon Payment.....	23
23	Refusal to Deliver Water in Case of Default.....	23-24
24	No Liability for Water Shortage or Interruptions.....	25
25	Waste, Seepage, and Return-Flow Waters.....	25
26	Books, Records, and Reports.....	25-26
27	Inspection and Other Charges to be Paid by the District....	26-27
28	Performance of Work With Contributed Funds.....	27
29	Confirmation of Contract.....	27-28
30	Changes in District Organization.....	28
31	Rules and Regulations; Determinations of Fact.....	28
32	Notices.....	29
33	Discrimination Against Employees or Applicants for Employment Prohibited.....	29-30
34	Contingent on Appropriations or Allotment of Funds.....	30
35	Assignments Prohibited; Successors and Assigns Obligated...	30
36	Officials Not to Benefit.....	31

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Reclamation
Boise Project, Idaho

Contract No.
14-06-100-827

Supplemental Contract Between THE UNITED STATES OF AMERICA
and the EMMETT IRRIGATION DISTRICT

THIS CONTRACT, made this 4th day of October, 1955,
by and between THE UNITED STATES OF AMERICA, hereinafter called the United
States, acting through the Secretary of the Interior, and pur-
suant to the Federal Reclamation Laws, and the EMMETT IRRIGATION DISTRICT,
an irrigation district organized and existing under and by virtue of the
laws of the State of Idaho, hereinafter called the District,

WITNESSETH, THAT:

Explanatory Recitals

2. WHEREAS, under the authority of the Federal Reclamation Laws,
the United States has constructed certain irrigation and power facilities
in the State of Idaho, known as the Black Canyon Dam, Deadwood Dam, and
the Black Canyon main canal;

3. WHEREAS, the United States and the District, acting pursuant
to the Federal Reclamation Laws, on November 18, 1921, entered into a
contract relating to the utilization of Black Canyon Dam, which contract
has been supplemented and amended;

4. WHEREAS, the United States is willing to make available to the
District a portion of the available space in Deadwood Reservoir for the
storage of water and the District desires to obtain such space to provide
an additional stored water supply for its water users;

5. WHEREAS, it has been and will be necessary to rehabilitate the Black Canyon Dam to an extent requiring substantial expenditures by the United States, a portion of which expenditures the District is obligated to pay; and

6. WHEREAS, the United States and the District desire to enter into a contract to restate and make current the existing contractual provisions, to provide for the above-mentioned rehabilitation and betterment program and to provide for the above-mentioned storage space in Deadwood Reservoir;

NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

Definitions

7. The following terms hereinafter used in this contract shall have the following respective meanings:

(a) "Secretary" shall mean the Secretary of the Interior or his duly authorized representative.

(b) "Federal Reclamation Laws" shall mean the Act of June 17, 1902 (32 Stat. 388) and all acts amendatory thereof or supplementary thereto, including, without limitation by this enumeration, the Reclamation Project Act of 1939 (53 Stat. 1187), the Act of October 7, 1949 (63 Stat. 724), and the Act of August 24, 1954 (68 Stat. 794).

(c) "Irrigation season" shall mean the period of each calendar year beginning April 1 and ending October 15.

(d) "Water year" shall mean the period beginning with October 16 of a given calendar year through October 15 of the succeeding calendar year.

(e) "Government-District contract" shall mean the contract between the United States and the District dated November 18, 1921, as amended and supplemented by the contracts of November 6, 1923; June 17, 1931; June 30, 1932; and August 2, 1932.

(f) "Reserved works" shall comprise Deadwood Dam and Reservoir, Black Canyon Dam and Reservoir, including the direct-connected pumping installation serving the north side lands of the District, but exclusive of the Black Canyon Powerplant.

Scope and Term of Contract

8. This contract supersedes and takes the place of the Government-District contract, becoming effective on the date of its execution by the Secretary. Except as to the provisions of the Government-District contract which have been fully executed prior to the date of this contract, which shall remain unaffected hereby, the Government-District contract shall remain effective only to the extent provided in this contract.

Restatement of District's Existing Construction Obligation;
Rehabilitation of Black Canyon Dam; Storage in Deadwood Reservoir

9. (a) The United States, in accordance with the Government-District contract, has heretofore constructed (1) Black Canyon Dam and Reservoir, (2) the direct-connected pumping plant and discharge line to serve the north side lands of the District, and (3) 120 cubic feet per second of capacity in the Black Canyon main canal to serve the south side lands of the District. The construction charge obligation of the District under the Government-District contract for its share of these facilities, as of December 31, 1954, is three hundred thirty thousand four hundred seventy-nine dollars, forty-one cents (\$330,479.41), which amount by reason of a reassignment of costs, is reduced by two thousand three hundred ninety-four dollars, forty-one cents (\$2,394.41) to three hundred twenty-eight thousand eighty-five dollars (\$328,085.00).

(b) Expenditures estimated to total one million ten thousand dollars (\$1,010,000.00) are expected to be required for work done and to be done in the current program for the rehabilitation and betterment of Black Canyon Dam and Reservoir. Since the dam serves as the diversion works for various irrigation interests and provides head for power production, the costs of its rehabilitation and betterment will be apportioned by the Secretary among the irrigation interests served and the Black Canyon Powerplant on the basis of the relative benefits derived therefrom, of which twenty-five per cent (25%) of these costs (two hundred fifty-two thousand five hundred dollars (\$252,500.00)) shall be charged to the District. In addition, expenditures in the amount of thirteen thousand three hundred fourteen dollars, seventy-eight cents (\$13,314.78) have

heretofore been made in the rehabilitation, betterment and repair of the District's share of the facilities described in (a) above (these include steel liner for pump discharge line, and repairs at dam) which are properly chargeable to the District.

(c) The United States has heretofore constructed Deadwood Dam and Reservoir of an approximate active capacity of 161,000 acre-feet at a cost of one million three hundred ninety-one thousand eight hundred seventy-two dollars, thirty-five cents (\$1,391,872.35). By reason of the Act of August 24, 1954 (68 Stat. 794) it is now possible to make available thirty-one per cent (31%) of this storage space to the District to augment its water supply, the cost of which is four hundred thirty-one thousand four hundred eighty dollars, forty-three cents (\$431,480.43).

(d) The work described in (a) and (c) above is completed and the work covered by (b) above is in progress. The United States will undertake the completion of the work to the extent possible within the limits of the total estimated cost above stated.

Construction Charge Obligation and
Determination of Annual Instalments

10. (a) The District's maximum construction charge obligation is hereby established as one million thirty thousand three hundred eighty dollars, twenty-one cents (\$1,030,380.21), which includes three hundred twenty-eight thousand eighty-five dollars (\$328,085.00) as the restated original obligation, four hundred thirty-one thousand four hundred eighty dollars, forty-three cents (\$431,480.43) as the District's share of the costs of Deadwood Dam, thirteen thousand three hundred fourteen dollars, seventy-eight cents (\$13,314.78) for that work described in (b) of

article 9, two hundred fifty-two thousand, five hundred dollars (\$252,500.00) to cover the District's share of the rehabilitation work described in (b) of article 9, and five thousand dollars (\$5,000.00) as an estimated cost for making investigations and completing this contract. This total amount of one million thirty thousand three hundred eighty dollars, twenty-one cents (\$1,030,380.21), called the District's construction charge obligation, reduced by:

- (1) Any payments made by the District on the Government-District contract, after December 31, 1954, and prior to the effective date of this contract;
- (2) The excess of the District's share of the estimated over its share of the actual costs of rehabilitation and betterment of the Black Canyon Dam and Reservoir work within the scope of (b) of article 9; and
- (3) The difference, if any, between the estimated cost of the investigations and completing this contract and the actual costs of the work covered by that estimate;

comprises the District's construction charge obligation under this contract.

(b) Upon completion of the rehabilitation and betterment being undertaken by the United States pursuant to and within the limits of the provisions of (b) of article 9, the Secretary shall notify the District in writing of the total amount of expenditures by the United States for that work and the portion thereof allocable to the District.

(c) The District's construction charge obligation shall be repaid by the District to the United States in successive annual instalments determined as follows:

- (1) Until the year in which the irrigable area assessed or provided water service by the District is no greater than 22,500 acres, the annual instalment shall be twenty thousand nineteen dollars, ninety cents (\$20,019.90). In the year in which the irrigable area assessed or provided water service by the District exceeds 22,500 acres, the annual instalment for that year and each succeeding year shall be increased by one dollar (\$1.00) for each irrigable acre in excess of 22,500 acres.
- (2) The annual instalment as determined under this article shall be paid annually by the District to the United States, one-half to be due and payable on or before March 15 of the year following that for which it is applicable, and one-half to be due and payable on or before the succeeding June 30. Said instalments shall be paid until the construction charge obligation is paid in full, but the last of said instalments shall not exceed the amount necessary to make the total of the instalments equal to the amount of the construction charge obligation as established in this article.
- (3) The first instalment shall be for the year in which this contract becomes effective.
- (4) The annual instalments paid by the District shall be apolied by the United States (1) first to the full restatement of the restated original obligation, (2) then to the full repayment of the District's share of the cost of Deadwood Dam, and (3) thereafter to the balance of the District's construction charge obligation, all as provided for in this article.

Care, Operation, and Maintenance of Reserved Works

11. (a) The United States will operate and maintain the reserved works so as to make available to the District (1) the direct-connected pumping installation; (2) the District's share of the capacity in Deadwood Reservoir, as defined in article 16; and (3) the District's proportionate interest in Black Canyon Dam and Reservoir.

(b) The District, during the time that any part of the reserved works described in (a) of this article is being operated by the United States, will pay to the United States, in advance, these costs of operating and maintaining those works:

(1) The costs of operating and maintaining Deadwood Reservoir, exclusive of costs determined to be required to repair defects or deterioration existing prior to the effective date of this contract, that are determined to be properly apportionable to the District's capacity in that reservoir, the District's share of total costs by reason of this capacity not to exceed thirty-one per cent (31%);

(2) The costs of operating and maintaining Black Canyon Dam and Reservoir that are determined to be properly apportionable to the use of the dam for the diversion of water to serve the lands of the District, such proportion to be twenty-five per cent (25%) of these total costs; and

(3) The costs of operating and maintaining the direct-connected pumping installation to serve the north side lands of the District, including the intake and discharge lines.

(c) Payment shall be made for each calendar year on the basis of annual estimates by the Secretary. The notices of these annual estimates shall contain an itemized statement of the estimated cost of operation and maintenance of the reserved works to be incurred in the following calendar year. The notices shall be furnished to the District on or before September 1 of the calendar year preceding the one for which the notice is issued. The District shall pay the amount stated in the notices in two instalments, one-quarter on or before January 1 of the year for which issued, and three-quarters on or before June 30 of that year or such other dates as may be agreed on in writing.

(d) Whenever funds so advanced will be inadequate to operate and maintain the reserved works, the Secretary may give a supplemental notice stating therein the amount of the additional funds required, and the District shall advance that additional amount on or before the date specified in the supplemental notice. As soon after the close of each year as is practicable, the Secretary shall provide to the District a notice containing a statement of the actual costs of operation and maintenance of the reserved works for that year. If in any year funds advanced by the District under this article exceed the actual cost of operation and maintenance of the reserved works for the year for which advanced, the surplus shall be credited on the operation and maintenance charges next to become due.

Title to Reserved Works, Incidental Uses of
Dams and Reservoirs; Application of
Miscellaneous Revenues

12. (a) Title to Black Canyon and Deadwood Dams and Reservoirs, including all properties incidental and appurtenant thereto, and all other reserved works, shall remain in the United States until otherwise provided by the Congress.

(b) The United States may permit such uses of these dams and reservoirs as are not inconsistent with the rights of the District under this contract, but, having regard for, among other things, the allocation of investment and the relative repayment responsibilities of the District and others having interests therein, miscellaneous revenues realized in connection with the operation and maintenance of these dams and reservoirs, less expenses incurred by the United States in connection therewith, shall be distributed annually as determined by the Secretary to be available pursuant to law until the District's construction charge obligation has been fully repaid as follows:

Black Canyon Dam and Reservoir

Thirty-eight per cent (38%) to be credited to the District.

Sixty-two per cent (62%), as between the District and the United States, to remain the property of the United States.

Deadwood Dam and Reservoir

Thirty-one per cent (31%) to be credited to the District.

Sixty-nine per cent (69%), as between the District and the United States, to remain the property of the United States.

Credits to the District under this provision shall be applied against its obligations to the United States under this contract in the order of accrual of the annual amounts becoming due.

Black Canyon Powerplant;
Power and Irrigation Pumping

13. (a) The Black Canyon Powerplant and any other hydroelectrical powerplant built in connection with the reserved works and water rights in connection therewith shall be and remain in the exclusive control, possession, and ownership of the United States unless and until otherwise provided by the Congress, but such water rights shall at no time be exercised to the detriment of the water rights held for the benefit of the District as provided in this contract. All revenues from the use of the powerplants and from the use, sale, or other disposal of power and energy therefrom in any form shall be and remain the property of the United States.

(b) Out of the power and energy to be generated in the Black Canyon Powerplant, there is hereby set aside in perpetuity for the benefit of the District that power and energy required for the operation of the pumping plants of the District to deliver water to the north side lands of the District exclusive of the water intended to be delivered by the direct-connected pumping plant and limited to a total irrigable area of 25,000 acres inclusive of the south side lands of the District (subject to the reservation of not to exceed two hundred (200) kilowatts of capacity to the United States for operation of the Black Canyon Dam and Powerplant), with the right in the United States to provide from other sources an amount of power and energy in lieu of all or any part of that so set aside. The power and energy so set aside or provided in lieu thereof will be furnished to the electric pumping plants or at such other points as are agreed on between the United States and the District at rates per kilowatt-hour to govern for irrigation pumping on Federal reclamation

projects as to power and energy from the Black Canyon Powerplant and interconnected plants as these are established from time to time by the Secretary pursuant to the Federal Reclamation Laws.

(c) The District may make arrangements other than herein provided for the purchase of power for irrigation pumping from sources other than the Black Canyon Powerplant, but to the extent that power is procured from other sources there is hereby released from the block of Black Canyon power and energy set aside for the District an amount equivalent to that obtained by the District from other sources.

Reaffirmation of Grants of Right-of-Way

14. (a) The District confirms, continues and verifies the grant to the United States of its south side canal as described and conveyed by article 52 of the contract of November 18, 1921.

(b) The United States reaffirms and amplifies the permit contained in article 45 of the contract of June 30, 1932 for the District to install and maintain on the property of the United States an electric pump of a sufficient capacity to serve, together with the water intended to be pumped by the direct-connected pumping plant, a total irrigable area of not to exceed 25,000 acres, including the south side lands of the District.

Joint Use With Black Canyon Irrigation District of Main Canal; Payment of Operation and Maintenance Thereof

15. (a) The United States has constructed the Black Canyon main canal serving the lands of the Black Canyon Irrigation District, which diverts water at the left abutment of Black Canyon Dam with capacity at the point of diversion of not to exceed 120 cubic feet per second for use of the District to serve the south side lands of the District. Pursuant

to the Government-District contract, the United States will deliver, or will arrange under a contract with the Black Canyon Irrigation District for the delivery, to or for the District or its landowners on the south side through the Black Canyon main canal during each irrigation season, 120 cubic feet per second of water from the supply of the District, if available, measured and delivered with a ten per cent (10%) loss (108 cubic feet per second maximum) at the heads of existing laterals and turnouts between the headworks of the Black Canyon main canal and Mile 21.4 or so much of said water as may be ordered by the District at the several points of delivery herein provided, after three days notice to the appropriate officer in charge of the delivery of water, of any change desired in the rate of delivery, subject to such interruptions as may occur on account of breaks, or threatened breaks in the said canal, or the temporary shutting out of water for repairs or inspection of any section of said canal which appears to the officer in charge to be in danger or in need of repairs, and subject to all the conditions herein set out making the right to delivery of water conditional upon payment of charges, and not exceeding the amount of water required for beneficial use on the land of the District lying on the south side of the Payette River and under the said canal and not exceeding a proportionate share of the water which the District is entitled to divert or use from the natural flow of Payette River, supplemented by storage provided by the District itself, in the proportion that the number of acres of District lands on the south side of Payette River under said canal is of the total number of acres in the District entitled to receive water from the works constructed by the United States.

(b) So long as the Black Canyon Irrigation District operates the Black Canyon main canal, the District shall pay to the Black Canyon Irrigation District (or to the United States, if it is operating said canal) in advance upon receiving notices setting out the estimated annual costs, its proportionate share of the costs of the operation and maintenance of the canal from and including the heading at Black Canyon Dam to Mile 21.4. The proportionate share of the District each year shall be that per cent of the actual costs of maintenance for that year obtained by dividing the total water diverted for the irrigation season at the main canal heading for the District by the total water diverted at the heading, and seventy-five per cent (75%) of the actual costs of operation for that year. For the purposes of this cost division, costs of operation shall be limited to those associated with water regulation and delivery, with all other costs of operation and maintenance being defined as maintenance. Payment shall be made within thirty (30) days of the receipt of the notices from the Black Canyon Irrigation District and it shall each year adjust the estimates to actual costs, furnishing cost statements to the District.

(c) Until the Black Canyon Irrigation District has approved the joint operating arrangements of this article, the provisions of the Government-District contract as to such arrangements shall continue in force. Subject to the advance approval of the Secretary, the District and the Black Canyon Irrigation District may modify by written agreement the joint operating provisions of this article.

Water Supply

16. (a) The United States will furnish the District during the irrigation season of each year the use and benefit of the irrigation works constructed by the United States pursuant to this contract and the Government-District contract so far as required (i) to divert into the Black Canyon main canal such amount not to exceed 120[✓] cubic feet per second of water for delivery as provided in article 15, (ii) to pump by means of the direct-connected pumping installation at Black Canyon Dam into the District's North Side Canal such amount not exceeding 330 cubic feet per second of water, and (iii) to permit the diversion by means of the electric pump of the District as described in article 14 into the District's North Side Canal such amount not exceeding 150 cubic feet per second of water, each such amount as may be ordered by the District from time to time after three (3) days notice in writing to the officer of the United States in charge of said works of the amount of water desired and any change desired in the rate of delivery, but not in excess of the amount required for beneficial use on the lands of the District under said canals or of an average annual diversion of 150,000 acre-feet. To the extent that any river flow at Black Canyon Dam is being passed downstream from Black Canyon Dam to supply natural flow water rights or irrigation storage rights, that water shall be available first to operate the direct-connected pumping installation. Such use and benefit of the irrigation works for said diversions is subject to such limitations as may be placed by decree or order of court upon the right of the District to divert the water of the Payette River and to the priorities decreed by court, if

such decree is made. For the purposes of this subarticle, the water shall be measured at Black Canyon Dam or at the nearest point or points to said dam. Except as to the stored water entitlement of the District in Deadwood Reservoir as provided in this article, the United States shall not be obligated to furnish the District any stored water out of any reservoir constructed by the United States and the water supply to be delivered to the District shall be out of the unregulated flow of the Payette River, and out of stored water, if any, under rights obtained by the District itself.

(b) As of the date of this contract, the United States holds Permit No. R-403, dated December 31, 1926, issued by the State of Idaho to the United States for the storage of 163,000 acre-feet per annum of the waters of Deadwood River in Deadwood Reservoir. The total active capacity of Deadwood Dam and Reservoir as of the date of this contract is understood to be not less than 161,000 acre-feet. The District's storage rights shall comprise thirty-one per cent (31%) of the total active capacity, which percentage, so long as the total active capacity is not less than 161,000 acre-feet, is equivalent to approximately 50,000 acre-feet. The United States will operate Deadwood Dam and Reservoir so as to store under existing storage rights all available water and during each irrigation season the United States will make available to the District for irrigation the District's proportionate share of the stored water that accrues in each water year to the entire active capacity, together with stored water carried over to the credit of the District's share of that capacity from prior water years.

(c) The District may hold over in Deadwood Reservoir water from prior water years, subject to these limitations: (1) water may be held only to the extent that the total amount of Deadwood stored water held to the credit of the District for any irrigation season shall not exceed the amount which can be stored in the District's proportionate part of the total active capacity of that reservoir; and (2) whatever water is held for the credit of the District in Deadwood Reservoir as holdover water shall no longer be accounted for as holdover water as of any date of spilling of the reservoir.

(d) All space in Deadwood Reservoir shall be operated with like priority as to storage rights; and the United States reserves the privilege of granting to others holdover rights and of itself exercising such holdover rights as to any unsold space that are not inconsistent with the rights granted to the District under this contract. While the District's storage water rights are defined in terms of active capacity in Deadwood Reservoir, the United States shall have the right, without change in the District's obligations with respect to storage rights, to store water accrued to those rights in any storage capacity available to it on the Payette River so long as delivery for the District of all stored water to which it is entitled under this contract is not in anywise impaired. In determining the amount of stored water available, losses incidental to storage will be prorated equally over all water in storage in a given reservoir; and, in determining the amount of stored water delivered, the point of measurement shall be the outlet works of the reservoir from which the delivery is made.

(e) Any and all diversions made by the District shall be made out of its own rights to natural flow and stored water without encroachment upon any stored water released by the United States for others or for itself, including releases for power production at Black Canyon Dam. Any and all natural flow water entitlements or stored water releases, now or hereafter acquired, for diversion below Black Canyon Dam, shall be permitted to pass over or through Black Canyon Dam. It is understood, moreover, that time and use may result in some decrease in the efficiency and capacity of the pumps and other irrigation works, and that the United States does not guarantee the continuation of present capacities and under no conditions shall the United States, or its officers, agents, or employees, be liable in damage on account of any such decreases or any alleged shortage or mistake in the amount of water delivered.

(f) While the reserved works are being operated and maintained by the United States, it will operate the works to the end of delivering all the water to which the District is entitled under this contract and on such schedule of deliveries as shall be agreed to between the District and the officer in charge of these reserved works, within the capacity limits of the reserved works and having regard for other existing rights which must be supplied through these facilities. Deliveries of stored water shall be limited at any time to the amount which can be delivered by means of the District's proportionate share of the outlet capacity, taking into account the requirement of passing through the reservoir water belonging to prior rights and the physical limitation of the existing outlet works. In the event the distribution of the waters of the Payette River becomes

the responsibility of a state watermaster or other official of the State of Idaho, arrangements shall be made between such state official, the officer of the United States in charge of the reserved works, and the District concerning the schedule of deliveries as to stored water hereunder. Should the District, or any of the landowners or water users of the District feel aggrieved on account of any alleged shortage in the water supply delivered by the United States hereunder, or on account of any alleged mistake or inaccuracies in the division of water among the parties entitled to receive water from the works constructed by the United States, such party shall at once report to the officer in charge of the reserved works such alleged shortage or error in the division or delivery of water, and such officer shall promptly investigate any such complaint, and if he finds that the proper proportionate share of the available water supply to which the District is entitled is not being delivered to the District, he will correct the delivery so far as the United States has control of such delivery and distribution, so that the correct proportionate share, as nearly as practicable, to which the District is entitled, will be delivered to or for the District. If the District is dissatisfied with the decision of such officer in charge of the reserved works, the District may apply to the Secretary for an order for the correction of any alleged error in the delivery or division of water from said works; but neither the United States nor its officers or agents shall be liable in damages on account of any such alleged shortage or mistake in the delivery or division of water from the said works.

Lands for Which Water is Furnished;
Limitations on Area

17. (a) The water delivered under the terms of this contract shall be used solely for distribution by the District to water users for irrigation and domestic uses incidental thereto.

(b) The District will operate the irrigation system to the end of making available to each irrigable acre of land in the District, during each irrigation season, that quantity of water to which it is entitled.

(c) Pursuant to the provisions of the Federal Reclamation Laws, water made available hereunder shall not be delivered to more than 160 irrigable acres in the ownership of any one person or other entity, nor more than 320 irrigable acres held by a husband and wife as community property, except that if irrigable lands in excess thereof have been acquired by foreclosure or other process of law, by conveyance in satisfaction of mortgages, by inheritance or devise, water therefor may be furnished temporarily for a period not to exceed two (2) years from the effective date of such acquisition and except that delivery may be made to lands held in excess of this limitation if the excess lands are covered by a recordable contract made in accordance with the provisions of section 46 of the Act of May 25, 1926 (44 Stat. 649). The limitation stated in this subarticle shall cease to operate when the construction charge obligation hereunder to the United States has been paid in full. It shall cease also as to the land in any one ownership when the construction charge obligation hereunder allocable to such land has been fully paid to the United States.

Computation of Costs

18. The costs which make up the various obligations to be paid by the District to the United States under this contract shall embrace all expenditures of whatsoever kind in relation to the function for which the charge is made, including, but without limitation by reason of this enumeration, cost of surveys and investigations, labor, property, material and equipment, engineering, legal, superintendence, administration, overhead, general expenses, inspection, special services and damage claims of all kinds, whether or not involving the negligence of the officers, agents or employees of the United States, but shall be exclusive of the amounts which the law does not require to be repaid and which the Secretary determines as a matter of policy are to be treated as nonreimbursable.

General Obligations

19. (a) All of the lands included in the District shall be obligated, through the District, to pay to the United States the full amount of the construction charge obligation to be paid by the District for the lands of the District as provided in article 10 of this contract, regardless of delinquencies as to particular lands in the payment to the District of assessments and charges.

(b) The District shall cause to be levied and collected all necessary assessments and charges, and will use all of the authority and resources of the District to make all payments to the United States when due and to meet its other obligations under this contract.

(c) Should the District be in default at any time in the payment of any charges under this contract, the Secretary, by written notice, may require the District to levy toll charges for the collection of its charges from water users in advance of water delivery, and also establish a toll charge to be paid in advance of water delivery in addition to any toll charges levied by the District.

Protection of Water Supply

20. In case a dispute arises as to the character, extent, priority or validity of the right of the United States or the District to use the water supply claimed for the District, the District shall promptly bring and diligently prosecute judicial proceedings for the determination of such dispute and shall take all other measures necessary toward the defense and protection of the water supply, either independently or in cooperation with the United States, where the Secretary, in his discretion, determines that such proceedings or other measures are desirable. Nothing in this article, however, shall be construed as precluding the United States, independently or in cooperation with the District, from taking such action as the Secretary deems necessary to protect the water supply.

Penalty for Delinquency in Payment

21. Every instalment or charge required to be paid to the United States under this contract and which remains unpaid after it shall become due and payable shall be subject to and the District shall pay a penalty at the rate of one-half per cent (1/2%) per month from the date of delinquency.

All Benefits Conditioned Upon Payment

22. (a) Should the District fail to levy the assessments, tolls, or other charges against any lands in the District required to be levied to meet the District's obligation to the United States under this contract, or, having levied, should the District be prevented from collecting such assessments, tolls or other charges by any judicial proceedings, or otherwise fail to collect them, such lands shall not be entitled to receive water from the project supply, and the District, except as otherwise ordered by a court of competent jurisdiction, shall not deliver water to such lands from the project water supply unless and until arrangements for its delivery satisfactory to the Secretary have been made.

(b) As to any such lands the District is hereby authorized, as a fiscal agent of the United States, to collect whatever charges may be required under the delivery arrangements made as provided in this article. Payment shall be required as a condition precedent to the delivery of water. Collections so made by the District shall be paid promptly to the United States in the manner directed by the Secretary.

(c) No action taken by the Secretary under the provisions of this article shall in any manner relieve the District of the obligations assumed by it under this contract.

Refusal to Deliver Water in Case of Default

23. (a) No water from the project water supply shall be delivered to or for the District if the District is in arrears in the advance payment of operation and maintenance charges owed to the United States, if any, or more than twelve (12) months in arrears in the payment of construction charge obligation instalments, or more than twelve (12) months in

arrears in the payment of any other amounts owed to the United States under contract. The District shall refuse to deliver water to lands or parties who are in arrears in the advance payment of operation and maintenance charges due from such lands or parties to the United States or to the District, or to lands or parties who are in arrears for more than twelve (12) months in the payment of amounts due from such lands or parties to the United States or to the District for construction charge obligations or for any other amounts owed by the District to the United States under this contract. The provisions of this article are not exclusive and shall not in any manner prevent the United States from exercising any other remedy given by this contract or by law to enforce the collection of any payments due under the terms of this contract.

(b) The United States reserves the right and power, without notice to the District, to enter on the irrigation works or any part thereof in possession of the District to shut off water being delivered in violation of the provisions of this article or article 17. In the event the United States exercises this right and power and enters onto the irrigation works, or any part thereof, in possession of the District, neither the United States nor its officers or employees shall be liable for any damages resulting directly or indirectly from said entry or any damages that result directly or indirectly from the refusal to deliver water which had been heretofore delivered in violation of the provisions of this article or article 17 of this contract.

No Liability for Water Shortage or Interruptions

24. No liability shall accrue against the United States or the District or any of their officers, agents, or employees for damage, direct or indirect, arising by reason of shortages in the quantity of water available through the project works or interruptions in water deliveries to lands in the District resulting from drouth, inaccuracy in distribution, hostile diversion, prior or superior claims, accident to or failure of facilities of the project works, whether or not attributable to negligence of officers, agents or employees of the United States or the District, or other causes of whatsoever kind. Nor shall the District's obligations to the United States under this contract be reduced by reason of such shortages or interruptions.

Waste, Seepage, and Return-Flow Waters

25. The United States does not abandon or relinquish any of the waste, seepage, or return-flow waters attributable to the irrigation of the lands to which water is supplied under this contract. All such waters are reserved and intended to be retained for the use and benefit of the United States and the District and any other lands of the Boise Project.

Books, Records, and Reports

26. (a) The District shall maintain a modern set of books of account showing all financial transactions of the District, and furnish such financial statements and reports as may be required from time to time. Subject to applicable Federal laws and regulations, the secretary of the District, or his representative, shall have full and free access at all reasonable times to the account books and official records of the Bureau

of Reclamation relating to the construction, operation, and maintenance of the works relating to this contract and the status of the accounts concerning the District's payments of construction and operation and maintenance charges, with the right at any time during office hours to make copies thereof. Subject to applicable state laws and regulations, the proper representatives of the United States shall have similar rights in respect to the account books and records of the District.

(b) The District shall cooperate with the Secretary in the preparation of an annual crop report which will provide a reasonable estimate of crops raised under the irrigation system.

Inspection and Other Charges to be Paid by the District

27. (a) On March 15 of each year, from the effective date of this contract until the District's construction charge obligations to the United States are repaid in full, the following costs for each calendar year, ending on the preceding December 31, shall be paid:

- (1) The cost of all inspections under the provisions of this contract.
- (2) Other costs for such work as is required to be performed in connection with the administration of this contract by the United States and which is required by the Federal Reclamation Laws to be charged to the District.

(b) To the extent possible, services for which costs are required hereunder to be charged to the District shall be undertaken only after first informing the District of the services involved and their probable costs. The first payment under this article shall be due and payable on March 15 of the year following the first full calendar year after the

effective date of this contract, and shall cover the calendar year ending the preceding December 31, but the determinations of costs hereunder shall not include items of cost that have accrued and for which the District has made other arrangements for payment or satisfaction.

Performance of Work With Contributed Funds

28. (a) At the request of the District, the United States, at its option, pursuant to the Act of March 4, 1921 (41 Stat. 1367, 1404), may perform with funds contributed by the District any construction or maintenance work within the authority of the District but which is not otherwise provided for by this contract. If the United States determines that it will undertake any such work, funds therefor shall be advanced by the District as directed by the Secretary. The advance shall be accompanied by a certified copy of a resolution of the District's board of directors describing the work to be done and authorizing its performance by the United States with the District's funds.

(b) After completion of any work so undertaken, the United States shall furnish the District with a statement of the cost of the work done. Any unexpended balance of the funds advanced will be refunded to the District or applied as otherwise directed by the District.

Confirmation of Contract

29. The execution of this contract shall be authorized or ratified by the qualified electors of the District at an election held for that purpose. The District, after the election and upon the execution of this contract, shall promptly secure a final decree of the proper court of the State of Idaho approving and confirming this contract and decreeing and

adjudging it to be a lawful, valid, and binding general obligation of the District. The District shall furnish to the United States certified copies of such decrees and of all pertinent supporting records.

Changes in District Organization

30. While this contract is in effect, except as to inclusions of lands to provide an irrigable area within the District of 25,000 acres, no changes shall be made in the District, either by inclusion or exclusion of lands, by partial or total consolidation or merger with another district, by proceedings to dissolve or otherwise, except with the consent of the Secretary evidenced in writing.

Rules and Regulations; Determinations of Fact

31. (a) The Secretary reserves the right to make, after consultation with the District's board of directors, such rules and regulations, consistent with this contract, as are proper and necessary to carry out its true intent and meaning, and as are necessary and proper to cover any details of the administration or interpretation which are not covered by its express terms. The District shall observe such rules and regulations.

(b) The District's board of directors may also from time to time make such rules and regulations as are not inconsistent with this contract and the rules and regulations of the Secretary made as herein provided and as the board regards as desirable for the administration of its responsibilities under this contract.

(c) In the event the District questions any factual determination made by any representative of the Secretary as required in the administration of this contract, any findings as to the facts in dispute thereafter made by the Secretary shall be made only after consultation with the District's board of directors.

Notices

32. Any notice, demand, or request required or authorized by this contract shall be deemed properly given, except where otherwise herein specifically provided, if mailed, postage prepaid, to the Regional Director, Bureau of Reclamation, Boise, Idaho, on behalf of the United States, and to the Secretary, Emmett Irrigation District, Emmett, Idaho, on behalf of the District. The designation of the person to be notified or the address of such person may be changed at any time by similar notice.

Discrimination Against Employees or Applicants for Employment Prohibited

33. (a) In connection with the performance of work under this contract, the District agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of the non-discrimination clause. The District further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

(b) In the performance of any part of the work contemplated by this contract, the District shall not employ any person undergoing sentence of imprisonment at hard labor.

Contingent on Appropriations or
Allotment of Funds

34. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by the Congress or the allotment of Federal funds, shall be contingent on such appropriations or allotments being made. The failure of the Congress to appropriate funds, or the failure of any allotment of funds, shall not, however, relieve the District from any obligations theretofore accrued under this contract, nor give the District the right to terminate this contract as to any of its executory features. No liability shall accrue against the United States in case such funds are not so appropriated or allotted.

Assignments Prohibited; Successors and
Assigns Obligated

35. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract, or any part thereof, or interest therein, shall be valid until approved by the Secretary.

Officials Not to Benefit

36. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

THE UNITED STATES OF AMERICA

By /s/ H. T. Nelson
Regional Director, Region 1
Bureau of Reclamation

EMMETT IRRIGATION DISTRICT

By /s/ Earl Wilfong
President

(SEAL)

Attest:

/s/ Lorraine Glennon
Secretary

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 65-2917 V1

WATER RIGHT NUMBER: 65-2917 V1

<u>Owner Type</u>	<u>Name and Address</u>
Also Known As	US DEPT OF INTERIOR BUREAU OF RECLAMATION PN REGIONAL OFFICE 1150 N CURTIS RD SUITE 100 BOISE, ID 837065155
Current Owner	UNITED STATES OF AMERICA ACTING THROUGH REGIONAL DIRECTOR PN REGION CODE PN-3100 BUREAU OF RECLAMATION 1150 N CURTIS RD SUITE 100 BOISE, ID 83706-5155 (208) 378-5306
Also Known As	BOR , ID

Priority Date: 12/31/1926

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
DEADWOOD RIVER	SOUTH FORK PAYETTE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
POWER FROM STORAGE	1/01 to 12/31		163,000.00 AF
POWER STORAGE	1/01 to 12/31		163,000.00 AF
	<u>Total Diversion:</u>		163,000.00 AF

Location of Point(s) of Diversion

DEADWOOD RIVER	SW1/4SE1/4	Sec. 8, Twp 11N, Rge 07E, B.M.
VALLEY County		

Place of Use

POWER FROM STORAGE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	01W	22			X														
					L 1														

Total Acres: 0

POWER STORAGE same as POWER FROM STORAGEConditions 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.

Remarks:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 65-2917 V1

1. Purpose of Use POWER GENERATION AT BLACK CANYON DAM.^^

Comments:

1. SVANHOFF 12/9/1999 COPIED FROM REMARKS

Comment: GENERATOR CAPACITY IS THAT OF BLACK CANYON POWERPLANT WHICH IS ALSO THE PLACE OF USE. SURFACE STORAGE-- 163,000 ac-ft BANK STORAGE-- 10,000 ac-ft TOTAL RES CAPACITY--173,000 ac-ft THIS IS A MULTIYEAR STORAGE PROJECT

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: NONE RECEIVED

State or Federal: S

Owner Name Connector:

Water District Number: 65

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

Bryce A. Contor
Senior Water Resource Agent
Idaho Department of Water Resources
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1728

RECEIVED

JUN 15 2001

Department of Water Resources
Eastern Region

RECEIVED

JUN 20 2001

WATER RESOURCES
WESTERN REGION

June 14, 2001

As per your request, attached is the list of water right claims that need to have an address change. Some of these are in basins that have been reported out. Some have been disallowed. Should you need further refinement of the list let me know. Thanks!

Dala Walton (208) 678-0461 ext. 23

RECEIVED

CHANGE IN ADDRESS

JUN 15 2001

This form is solely for purposes of notifying IDWR of a ^{Department of Water Resources} ~~Change of~~ address of an adjudication claim. ^{Western Region}

[X] Water Right Number(s): See attached list

[] Old Mailing Address: United States of America Acting through
Regional Director PN Region
Bureau of Reclamation
Box 043-550 West Fort St.
Boise ID 83724

[X] New Mailing Address: United States of America Acting through
Regional Director PN Region Code PN-3100
Bureau of Reclamation
1150 N Curtis Rd Suite 100
Boise ID 83706-5155

[X] Telephone Number: (208) 378-5306 Gail McGarry

[X] Signature of Claimant: Hala S. Walton

[X] Date: 6/14/01

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: By:

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: By:

RECEIVED

JUN 20 2001

WATER RESOURCES
WESTERN REGION

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE)	QUANTITY	Page 1
	(L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	c.f.s.	a.f.

BOISE PROJECT - ARROWROCK DIVISION

A02-02378	Marsing Job Corps Diversion (07/28/1965 L)	0.23	
	Irrigation	0.10	
	Domestic	0.13	
A63-05264	Lake Lowell Bank Storage (03/27/1909 S)		11,000
	Irrigation Storage		11,000
	Irrigation from Storage		11,000
A63-04868	Lake Lowell Storage (03/27/1909 S)		190,100
	Irrigation Storage		190,100
	Irrigation from Storage		177,100
	Diversion to Storage	2,800	
A63-07340	Lake Lowell Recreation Area Well (11/01/1968 L)	0.25	
	Irrigation	0.25	
	Domestic	0.25	
A63-03618	Lucky Peak Reservoir Storage (01/01/1955 P)		307,000
	Irrigation Storage		140,750
	Irrigation from Storage		140,750
	Minimum Instream Flow Storage		152,300
	Minimum Instream Flow from Storage		152,300
	Flood Control Storage		13,950
A63-05263	Lucky Peak Reservoir Bank Storage (01/01/1955 S)		17,000
	Irrigation Storage		17,000
	Irrigation from Storage		17,000
A63-02106	Five Mile Creek Diversion (04/28/1909 L)	10.0	
	Irrigation	9.96	
	Domestic	0.04	
A63-02109	Mason Creek Diversion (06/02/1909 L)	104.8	
	Irrigation	104.8	
A63-02212	Pipe Gulch Diversion (07/07/1913 L)	10.0	
	Irrigation	10.0	
A63-02322	Wilson and Elijah Slough Diversion (10/04/1918 L)	120.0	

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE) (L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	QUANTITY c.f.s.	Page 2 a.f.
	Irrigation	120.0	
A63-02158	Arrowrock Reservoir Diversion (01/13/1911 L) Irrigation	8,000 8,000	
A63-03613	Arrowrock Reservoir Storage (06/25/1938 L) Irrigation Storage Irrigation from Storage		15,000 15,000 15,000
A63-05262	Arrowrock Reservoir Storage (01/13/1911 S) Irrigation Storage Irrigation from Storage Power Storage Power from Storage		288,600 288,600 288,600 288,600 288,600
A63-05261	Anderson Ranch Reservoir Bank Storage (12/09/1940 S) Irrigation Storage Irrigation from Storage Power Storage Power from Storage		30,000 30,000 30,000 30,000 30,000
A63-03614	Anderson Ranch Reservoir Storage (12/09/1940 L) Irrigation Storage Irrigation from Storage Power Storage Power from Storage Municipal Storage Municipal from Storage		493,161 487,961 458,961 493,161 464,161 5,200 5,200
A63-00301	Boise Diversion Dam Diversion (12/14/1903 D) Irrigation	1,354.58 1,354.58	
A63-00302	Boise Diversion Dam Diversion (06/16/1909 D) Irrigation	634 634	
A63-02388	Boise Diversion Dam Diversion (08/18/1924 L) Irrigation	300 300	
A63-00251	Boise Diversion Dam Diversion (03/23/1900 D) Irrigation	219.1 219.1	

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE)	QUANTITY	Page 3
	(L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	c.f.s.	a.f.

A63-00367	Boise Diversion Dam Power (06/15/1909 D)	1,500	
	Power	1,500	
A63-00373	Boise Diversion Dam Diversion (04/01/1909 D)	292.5	
	Irrigation	292.5	

BOISE PROJECT-PAYETTE DIVISION

A65-02288	Black Canyon Dam Diversion (05/14/1921 D)	1,300	
	Power	1,300	
A65-02433	Black Canyon Dam Diversion (09/19/1938 D)	1,200	
	Irrigation	1,200	
A65-09481	Black Canyon Dam Diversion (04/01/1926 D)	300	
	Power	300	
A65-09486	C-Line Pumping Plant Well (06/01/1946 D)	0.04	
	Domestic	0.04	
A65-09487	Black Canyon Dam Well (06/01/1924 D)	0.04	
	Domestic	0.04	
A65-09488	Black Canyon Dam Well (06/01/1924 D)	0.04	
	Domestic	0.04	
A65-11412	Black Canyon Dam Emmett I.D. Pumps (03/15/1924 IC2)	220	
	Power	220	
A65-02927A	Cascade Reservoir Storage (12/24/1937 D)	745,200	
	Irrigation Storage	745,200	
	Irrigation from Storage	745,200	
	Power Storage	745,200	
	Power from Storage	745,200	
A65-02927B	Cascade Reservoir Storage - Municipal (12/24/1937 D)	2,500	
	Municipal Storage	2,500	
	Municipal from Storage	2,500	
A65-03105A	Willow Creek Diversion (06/01/1889 D)	0.98	
	Irrigation	0.98	

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE) (L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	QUANTITY c.f.s.	Page 4 a.f.
A65-03106	Willow Creek Diversion (05/10/1891 D) Irrigation	0.44 0.44	
A65-03108A	Willow Creek Diversion (05/10/1891 D) Irrigation	1.16 1.16	
A65-03111F	Rock (Richards) Creek Diversion (06/01/1894 D) Irrigation	0.40 0.40	
A65-03142	Arling Creek Diversion (03/20/1892 D) Irrigation	3.70 3.70	
A65-03143	Arling Creek Diversion (05/22/1897 D) Irrigation	4.0 4.0	
A65-11350	Duck Creek Diversion (07/01/1900 D) Irrigation	3.82 3.82	
A65-11351	Unnamed Stream Diversion (07/01/1900 D) Irrigation	4.82 4.82	
A65-11353	Gibson Creek Diversion (07/01/1900 D) Irrigation	0.28 0.28	
A65-11354	Unnamed Stream Diversion (07/01/1900 D) Irrigation	3.60 3.60	
A65-11361	Rock Creek Diversion (07/01/1900 D) Irrigation	1.74 1.74	
A65-07794	Duck Creek Recreation Well (01/05/1977 D) Domestic	0.04 0.04	
A65-07795	Poison Creek Recreation Well (01/05/1977 D) Domestic	0.04 0.04	
A65-07796	Sugarloaf Recreation Well (01/05/1977 D) Domestic	0.02 0.02	
A65-02917	Deadwood Reservoir Power Storage (12/31/1926 D) Power Storage Power from Storage		163,000 163,000 163,000

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE)	QUANTITY	Page 5
	(L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	c.f.s.	a.f.
A65-09483	Deadwood Reservoir Irrigation Storage (12/31/1926 D)	173,000	
	Irrigation Storage	173,000	
	Irrigation from Storage	173,000	
A65-09485	Deadwood Reservoir Headquarters Well (06/01/1929 D)	0.32	
	Domestic	0.32	
A77-10114	Johnson Creek Diversion to Deadwood Reservoir (09/01/1936 IC2)	3,500	
	Irrigation Storage	3,500	
	Irrigation from Storage	3,500	
	Power Storage	3,500	
	Power from Storage	3,500	
LEWISTON ORCHARDS PROJECT			
A85-00016	Sweetwater Creek Diversion (07/14/1904 D)	87.8	
	Irrigation	87.8	
	Domestic	87.8	
A85-02049	Waha Lake Diversion (05/26/1915 L)	10.0	
	Irrigation	10.0	
	Domestic	10.0	
	Waha Lake Diversion (05/26/1915 L)	4,000	
	Irrigation Storage	4,000	
	Irrigation from Storage	4,000	
	Domestic Storage	4,000	
	Domestic from Storage	4,000	
A85-02065	Webb Creek Diversion (01/30/1924 L)	40.0	
	Irrigation	40.0	
	Domestic	40.0	
A85-02146	Webb Creek-Soldiers Meadow Reservoir (05/24/1922 L)	2,000	
	Irrigation Storage	2,000	
	Irrigation from Storage	2,000	
	Domestic Storage	2,000	
	Domestic from Storage	2,000	
A85-02147	Captain John (Browns) Creek Diversion (12/04/1934 L)	20.0	
	Irrigation	20.0	
	Domestic	20.0	

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE)	QUANTITY	Page 6
	(L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	c.f.s.	a.f.

A85-04483	Manns Lake/Sweetwater Creek (06/01/1907 S)	10,500
	Irrigation Storage	8,000
	Irrigation from Storage	8,000
	Stockwater Storage	1,000
	Stockwater from Storage	1,000
	Industrial Storage	1,500
	Industrial from Storage	1,500
	Municipal Storage	1,500
	Municipal from Storage	1,500
	Fire Protection Storage	1,000
	Fire Protection from Storage	1,000
A85-11087	West Fork Sweetwater Creek Diversion (05/26/1915 S)	20.0
	Irrigation Storage	20.0
	Irrigation from Storage	10.0
	Domestic Storage	20.0
	Domestic from Storage	10.0

LITTLE WOOD RIVER PROJECT

A37-02783	Little Wood Dam - Storage (04/10/1959 L)	1,000
	Irrigation Storage	1,000
	Irrigation from Storage	1,000
A37-12888	Little Wood Dam - Wells - Recreation (09/30/1976 S)	0.56
	Irrigation	0.12
	Domestic	0.44

MANN CREEK PROJECT

A67-02386	Mann Creek Reservoir Storage (12/14/1940 L)	10,000
	Irrigation Storage	10,000
	Irrigation from Storage	8,390
A67-02389	Mann Creek Reservoir Storage (01/30/1964 L)	2,950
	Irrigation Storage	2,950
	Irrigation from Storage	2,950
A67-04553	Mann Creek Reservoir Storage (12/14/1940 S)	1,000
	Irrigation Storage	1,000
	Irrigation from Storage	1,000

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE)	QUANTITY	Page 7
	(L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	c.f.s.	a.f.

MICHAUD FLATS PROJECT
FALLS IRRIGATION DISTRICT

A01-02061	Falls Irrigation District - Pumping plant (06/11/1956 L) Irrigation	153 153	
A01-04051	Falls Irrigation District - Recharge Storage (04/01/1958 IC2) Groundwater Recharge Storage		11,000 11,000
A29-02262	Falls Irrigation District - Well E (01/24/1946 L) Irrigation	2.2 2.2	
A29-02288	Falls Irrigation District - Well G (05/19/1950 L) Irrigation	2.57 2.57	
A29-02306	Falls Irrigation District - Well B (07/02/1951 L) Irrigation	2.85 2.85	
A29-02307	Falls Irrigation District - Well F (07/02/1951 L) Irrigation	2.20 2.2	
A29-02310	Falls Irrigation District - Well Q (12/22/1951 L) Irrigation	1.25 1.25	
A29-02341	Falls Irrigation District - Well M (10/29/1953 L) Irrigation	2.61 2.61	
A29-02380	Falls Irrigation District - 17 Wells (06/11/1956 L) Irrigation	44.61 44.61	
A29-02567	Falls Irrigation District - Well C (01/15/1952 L) Irrigation	2.45 2.45	
A29-02568	Falls Irrigation District - Well P (04/07/1955 L) Irrigation	3.79 3.79	
A29-02571	Falls Irrigation District - Well H (06/18/1950 L) Irrigation	2.23 2.23	
A29-10047	Falls Irrigation District - Ditchrider's House (01/01/1956 IC1) Irrigation Domestic	0.07 0.03 0.04	

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE)	QUANTITY	Page 8
	(L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	c.f.s.	a.f.

A29-02614A	Falls Irrigation District - Well K (02/16/1953 L) Irrigation	1.56 1.56	
A01-02060	A&B Irrigation District - Unit A Pumping Plant (04/01/1939 L) Irrigation	270 270	
A01-04049	A&B Irrigation District - Recharge Storage (09/09/1948 IC2) Groundwater Recharge Storage Domestic		297,500 291,500 6,000
MINIDOKA/UPPER SNAKE RIVER PROJECT			
A&B IRRIGATION DISTRICT			
A01-04060	A&B Irrigation District - Unit A - Expansion (04/01/1939 IC2) Irrigation		3,370 3,370
A36-02080	A&B Irrigation District - Wells - Unit B (09/09/1948 L) Irrigation	1,100 1,100	
A36-04265 (A36-15127) (A36-15192) (A36-15193) (A36-15194) (A36-15195) (A36-15196)	A&B Irrigation District - Unit B - Expansion (04/20/1971 IC2) Irrigation		11,893 11,893
A01-00284	American Falls Dam - Diversion (03/30/1921 D) Irrigation Storage	8,000 8,000	
A01-02064	American Falls Dam - Storage (03/30/21 L) Irrigation Storage Irrigation from Storage Power Storage Power from Storage		1,540,600 1,540,600 1,540,600 1,540,600 1,540,600
A01-04052	American Falls Dam - Refill (06/16/1944 IC2) Irrigation Storage Irrigation from Storage Power Storage Power from Storage		115,000 115,000 115,000 115,000 115,000

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE) (L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	QUANTITY c.f.s.	Page 9 a.f.
A01-10042	American Falls Dam - Storage - winter water savings (03/29/21 L)	159,400	
	Irrigation Storage	159,400	
	Irrigation from Storage	159,400	
	Power Storage	159,400	
	Power from Storage	159,400	
A01-10053	American Falls Dam - Bank Storage (03/30/1921 L)	100,000	
	Irrigation Storage	100,000	
	Irrigation from Storage	100,000	
	Power Storage	100,000	
	Power from Storage	100,000	
A29-10045	American Falls Dam - Visitor Center (03/31/1976 IC1)	0.04	
	Domestic	0.04	
A29-10046	American Falls Dam Seagull Bay Recreation Area (03/01/1971 IC1)	0.04	0.04
	Domestic	0.04	
A35-10358	American Falls Dam - Sportsman's Park Rec. Area (01/25/1979 IC1)		1.0
	Irrigation	0.96	
	Domestic	0.04	
MINIDOKA/UPPER SNAKE RIVER PROJECT			
A01-04047	Burley Irrigation District - Recharge Storage (06/19/1909 IC2)	1,500,000	
	Groundwater Recharge Storage	1,500,000	
A45-00512	Burley Irrigation District - Marsh Creek (04/09/1909 D)	150	
	Irrigation	150	
A45-10389	Burley Irrigation District - Well - Domestic (06/19/1909 IC1)	0.12	
	Domestic	0.12	
A45-10390	Burley Irrigation District - Well - Domestic (06/19/1909 IC1)	0.24	
	Domestic	0.24	
A45-10391	Burley Irrigation District - Well - Domestic (06/19/1909 IC1)	0.08	
	Domestic	0.08	
A21-00024	Fremont-Madison Irrigation District - Diversion (05/10/1889 D)	6.0	
	Irrigation	6.0	

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE) (L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	QUANTITY Page 10	
		c.f.s.	a.f.
A21-00026	Fremont-Madison Irrigation District - Diversion (05/10/1889 D) Irrigation	3.0 3.0	
A21-00027	Fremont-Madison Irrigation District - Diversion (05/10/1889 D) Irrigation	3.0 3.0	
A21-00120	Fremont-Madison Irrigation District - Diversion (09/20/1901 D) Irrigation	1.6 1.6	
A21-00121	Fremont-Madison Irrigation District - Diversion (06/01/1893 D) Irrigation	1.0 1.0	
A21-00122	Fremont-Madison Irrigation District - Diversion (06/01/1901 D) Irrigation	0.8 0.8	
A21-00123	Fremont-Madison Irrigation District - Diversion (06/01/1901 D) Irrigation	0.8 0.8	
A21-00124	Fremont-Madison Irrigation District - Diversion (09/20/1901 D) Irrigation	1.0 1.0	
A21-00125	Fremont-Madison Irrigation District - Diversion (06/01/1901 D) Irrigation	0.8 0.8	
A21-00126	Fremont-Madison Irrigation District - Diversion (06/01/1900 D) Irrigation	2.2 2.2	
A21-04155	Grassy Lake Dam - Stateline Delivery (02/13/1936 IC2) Irrigation Storage Irrigation from Storage Power Storage Power from Storage		15,204 15,204 15,204 15,204 15,204
A21-02156	Island Park Dam - Storage (03/14/1935 L) Irrigation Storage Irrigation from Storage Power Storage Power from Storage		90,000 90,000 90,000 90,000 90,000
A21-04156	Island Park Dam - Refill (11/15/1938 IC2) Irrigation Storage Irrigation from Storage		135,000 135,000 135,000

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE)	QUANTITY	Page 11
	(L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	c.f.s.	a.f.
	Power Storage	135,000	
	Power from Storage	135,000	
A21-04157	Island Park Dam - Bank Storage (11/15/1938 IC2)	40,000	
	Irrigation Storage	40,000	
	Irrigation from Storage	40,000	
	Power Storage	40,000	
	Power from Storage	40,000	
A21-10560	Island Park Dam - Storage - winter water savings (03/29/1921 L)	45,000	
	Irrigation Storage	45,000	
	Irrigation from Storage	45,000	
	Power Storage	45,000	
	Power from Storage	45,000	
A21-10601	Island Park Dam - Well - Domestic (12/31/1938 IC1)	0.04	
	Domestic	0.04	
A01-04055	Jackson Lake Dam - Stateline Delivery (08/23/1906 WY L, IC2)	298,981	
	Irrigation Storage	298,981	
	Irrigation from Storage	298,981	
	Power Storage	1,415,000	
	Power from Storage	1,415,000	
A01-10044	Jackson Lake Dam - Stateline Delivery (08/18/1910 WY L, IC2)	138,829	
	Irrigation Storage	138,829	
	Irrigation from Storage	138,829	
A01-10045	Jackson Lake Dam - Stateline Delivery (05/24/1913 WY L, IC2)	409,190	
	Irrigation Storage	409,190	
	Irrigation from Storage	409,190	
UNNUMBERED(A)	Jackson Lake Dam - Bank Storage (04/01/1907 WY L, IC2)	27,000	
	Irrigation Storage	27,000	
	Irrigation from Storage	27,000	
UNNUMBERED(B)	Jackson Lake Dam - Bank Storage (04/01/1912 WY L, IC2)	12,000	
	Irrigation Storage	12,000	
	Irrigation from Storage	12,000	
UNNUMBERED(C)	Jackson Lake Dam - Bank Storage (04/01/1917 WY L, IC2)	29,000	
	Irrigation Storage	29,000	

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE)	QUANTITY	Page 12
	(L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	c.f.s.	a.f.
	Irrigation from Storage		29.000
UNNUMBERED(D)	Jackson Lake Dam - Second Fill (04/01/1917 WY L, IC2)		500,000
	Irrigation Storage		500,000
	Irrigation from Storage		500,000
A01-02040	Milner-Gooding Canal (03/30/1921 L)	1,700	
	Irrigation	1,700	
A36-11119	Milner-Gooding - Hunt Site Ditchrider's House (12/31/1947 IC1)	0.07	
	Irrigation	0.03	
	Domestic	0.04	
A36-11120	Milner-Gooding - Ditchrider's House (12/31/1947 IC1)	0.07	
	Irrigation	0.03	
	Domestic	0.04	
A01-00211A	Minidoka Dam Minidoka/Burley Irrigation Districts (03/26/1903 D)		1,726
	Irrigation	1,726	
A01-00214A	Minidoka Dam Minidoka/Burley Irrigation Districts (08/06/1908 D)		1,000
	Irrigation	1,000	
A01-00217	Minidoka Dam - Power (06/15/1909 D)	2,500	
	Power	2,500	
A01-00218	Minidoka Dam - Power (07/01/1912 D)	200	
	Power	200	
A01-00219	Minidoka Dam Minidoka/Burley Irrigation District (12/14/1909 D)	2,500	
	Irrigation Storage	2,500	
A01-02016	Minidoka Dam Minidoka/Burley Irrigation District (06/16/1911 L)	888	
	Irrigation	888	
A01-04024	Minidoka Dam - Unit 6 Powerplant (06/16/1927 IC2)	825	
	Power	825	
A01-04025	Minidoka Dam - Unit 7 Powerplant (05/07/1942 IC2)	1,700	
	Power	1,700	
A01-04048	Minidoka Dam - Park Irrigation (12/14/1909 IC2)		2.8

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE)	QUANTITY	Page 13
	(L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	c.f.s.	a.f.
	Irrigation	2.8	
A01-04050	Minidoka Dam - Bank Storage (04/01/1907 IC2)	30,000	
	Irrigation Storage	30,000	
	Irrigation from Storage	30,000	
	Power Storage	30,000	
	Power from Storage	30,000	
A01-10034	Minidoka Dam - Storage Minidoka/Burley Irrigation Dists (12/14/1909 D)	210,200	
	Irrigation Storage	210,200	
	Irrigation from Storage	95,200	
	Power Storage	210,200	
	Power from Storage	210,200	
A36-11114	Minidoka Dam - Spring (06/15/1909 IC2)	0.04	
	Domestic	0.04	
A36-11115	Minidoka Dam - Well (04/01/1907 IC2)	0.48	
	Irrigation	0.44	
	Domestic	0.04	
A36-11118	Minidoka Dam - Well (04/01/1907 IC2)	0.44	
	Irrigation	0.44	
A01-04046	Minidoka Irrigation District - Recharge Storage (04/01/1907 IC2)	2,700,000	
	Groundwater Recharge Storage	2,700,000	
A01-02068	Palisades Dam - Storage (07/28/1939 L)	1,141,400	
	Irrigation Storage	1,141,400	
	Irrigation from Storage	1,097,400	
	Power Storage	1,141,400	
	Power from Storage	1,141,400	
A01-04053	Palisades Dam - Well (06/01/1948 S)	0.31	
	Irrigation	0.31	
	Domestic	0.31	
A01-04054	Palisades Dam - Power (02/27/1957 IC2)	9,000	
	Power	9,000	
A01-04056	Palisades Dam - Refill (05/03/1957 IC2)	1,200,000	

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE) (L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	QUANTITY Page 14	
		c.f.s.	a.f.
	Irrigation Storage		1,200,000
	Irrigation from Storage		1,200,000
	Power Storage		1,200,000
	Power from Storage		1,200,000
A01-04057	Palisades Dam - Bank Storage (07/03/1957 IC2)		185,000
	Irrigation Storage		185,000
	Irrigation from Storage		92,000
	Power Storage		185,000
	Power from Storage		92,000
A01-10043	Palisades Dam - Storage - winter water savings (03/29/1921 L)		259,600
	Irrigation Storage		259,600
	Irrigation from Storage		259,600
	Power Storage		259,600
	Power from Storage		259,600
A23-04073	Palisades Dam - Well (06/01/1948 IC2)	0.40	
	Domestic	0.40	
A23-10062	Palisades Dam - Well (06/01/1948 IC1)	0.04	
	Domestic	0.04	
A25-07004	Ririe Dam - Storage *****PERMIT***** (03/18/1975 P)		90,500
	Irrigation Storage		90,500
	Irrigation from Storage		86,500
	Power Storage		90,500
	Power from Storage		86,500
A25-07008	Ririe Dam - Well - Domestic (05/04/1970 L)	0.04	
	Domestic	0.04	
A25-07135	Ririe Dam - Spring (09/13/1977 L)	0.01	
	Domestic	0.01	
A25-07201	Ririe Dam - Well - Park (08/11/1980 L)	0.14	
	Irrigation	0.08	
	Domestic	0.14	
A25-12222	Ririe Dam - Well (07/31/1987 S)	0.44	
	Irrigation	0.40	

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE) (L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	QUANTITY Page 15	
		c.f.s.	a.f.
	Domestic	0.04	
A22-07022	Teton Dam - Wells *****PERMIT***** (04/23/1969 P) Irrigation	80.88 80.88	
A22-07062	Teton Dam - Well - Domestic (01/05/1973 L) Domestic	0.06 0.06	
A25-12223	Tex Creek - Spring - Cove Creek (01/01/1918 IC1) Stockwater Wildlife	0.08 0.04 0.04	
A25-12224	Tex Creek - Spring - Cove Creek (01/01/1918 IC1) Stockwater Wildlife	0.02 0.01 0.01	
A25-12225	Tex Creek - Spring - Indian Fork (01/01/1918 IC1) Stockwater Wildlife	0.08 0.04 0.04	
A25-12226	Tex Creek - Spring - Hayshed Creek/Indian Fork (01/01/1918 IC1) Stockwater Wildlife	0.02 0.01 0.01	
A25-12227	Tex Creek - Spring - Willow Springs (01/01/1918 IC1) Stockwater Wildlife	0.02 0.01 0.01	
A25-12228	Tex Creek - Spring - Pipe Creek (01/01/1918 IC1) Irrigation Domestic	0.02 0.01 0.01	
A25-12229	Tex Creek - Spring - Spring Creek (01/01/1918 IC1) Stockwater Wildlife	0.02 0.01 0.01	
A25-12231	Tex Creek - Spring Dog Tooth/Blue Creek (01/01/1918 IC1) Stockwater Wildlife	0.04 0.02 0.02	
A25-12234	Tex Creek - Indian Creek (01/01/1918 IC1)	0.04	

CLAIM NO.	FEATURE (PRIORITY DATE/EVIDENCE)	QUANTITY Page 16
	(L = License, D = Decree, IC1 = IC 42-1409, IC2 = IC 42-243, S = Statutory)	c.f.s. a.f.
	Irrigation	0.03
	Wildlife	0.01
A25-12236	Tex Creek - Pond - Trail Creek (01/01/1918 IC1)	0.05
	Irrigation	0.03
	Stockwater	0.01
	Wildlife	0.01
A25-12238	Tex Creek - Well - Domestic (01/01/1985 IC1)	0.04
	Domestic	0.04
OWYHEE PROJECT-IDAHO-OREGON UNIT		
A57-10807	Succor Creek Diversion - (Owyhee Reservoir) (04/11/1935 S)	30.0
	Irrigation	30.0

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: A65-09483

Date Received: 11/02/1988

Receipt No: _____

Received By: _____



Department of Water Resources
**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: UNITED STATES OF AMERICA, ACTING THROUGH 208-334-1165
Address: REGIONAL DIRECTOR, P.N. REGION
BUREAU OF RECLAMATION
BOX 043-550 WEST FORT STREET
BOISE, ID 83724

2. Date of Priority: DEC 31, 1926

3. Source: DEADWOOD RES, SF PAYETTE RV Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
11N	07E	8	SW	SE			VALLEY

5. Description of diverting works:
DEADWOOD DAM OUTLET WORKS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION STORAGE	01/01	12/31			173000.00
IRRIGATION FROM STORAGE	04/01	11/01			173000.00

7. Total Quantity Appropriated is:
C.F.S. (and/or) 173000.00 A.F.A.

8. Total consumptive use is 173000.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A65-09483

Page 1

Date: 01/27/89

MICROFILMED

AUG 04 1994

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
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11. Place of use in counties:

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:
65-2927A, 65-2433

14. Remarks:

P/U IS LANDS W/I THE PAYETTE RIVER VALLEY
SURFACE STORAGE-- 163,000 ac-ft
BANK STORAGE-- 10,000 ac-ft
TOTAL RES CAPACITY--173,000 ac-ft
55,000 IRR ACRES
THIS IS A MULTIYEAR STORAGE PROJECT

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

STATE OF IDAHO

Decree Plaintiff

vs

A & C CORP., ET AL.

Decree Defendant

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: **A65-09483**
Date Received: 7/ 7/1989
Receipt No: X999999
Received By: _____

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

1. Name: UNITED STATES OF AMERICA, ACTING THROUGH 208-378-5155
Address: REGIONAL DIRECTOR, PN REGION
BUREAU OF RECLAMATION
1150 N CURTIS RD
BOISE ID 83706-1234

2. Date of Priority: DEC 31, 1926

3. Source: DEADWOOD RES, SF PAYETTE RV Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
11N	07E	8	SW	SE			VALLEY

5. Description of diverting works:
DEADWOOD DAM OUTLET WORKS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION STORAGE	01/01	12/31			173000.00
IRRIGATION FROM STORAGE	04/01	11/01			173000.00

7. Total Quantity Appropriated is:
C.F.S. (and/or) 173000.00 A.F.A.

8. Total consumptive use is 173000.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

MICROFILMED

10. Place of Use:

AUG 04 1994

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
----------	-------	---------	--------	-----	-----	-----	-------

11. Place of use in counties:

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:
65-2927A, 65-2433

14. Remarks:

P/U IS LANDS W/I THE PAYETTE RIVER VALLEY
SURFACE STORAGE-- 163,000 ac-ft
BANK STORAGE-- 10,000 ac-ft
TOTAL RES CAPACITY--173,000 ac-ft
55,000 IRR ACRES
THIS IS A MULTIYEAR STORAGE PROJECT

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

STATE OF IDAHO

Decree Plaintiff

A & C CORP., 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): _____ Date: _____

_____ Date: _____

MICROFILMED

AUG 04 1994

State of Idaho)
) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

MICROFILMED

AUG 04 1994

RECEIVED

FEB 15 2001

Department of Water Resources

RECEIVED

MAR 09 2001

WATER RESOURCES
WESTERN REGION

2001 FEB 13 PM 3:49

DISTRICT COURT-SRBA
TWIN FALLS CO. IDAHO
FILED *[Signature]*

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

) Subcases: 65 -02917, 65-02927A,
) 65-02927B, 65-02927E, 65-02927F,
) 65-02927G, 65-02927H, 65-02729J, 65-
) 09483 and 65-09483C
)

) ORDER SETTING TELEPHONE
) STATUS CONFERENCE and
) UNMODERATED SETTLEMENT
) CONFERENCE
)

An Initial Hearing was held on the 6th day of February, 2001, at the Gem County Courthouse, in Emmett, Idaho. The parties agreed to set a telephone status conference July 19, 2001, at 10:00 am. At the hearing Special Master Cushman requested that the parties meet prior to the July Status Conference.

IT IS ORDERED, that the Telephone Status Conference in all the above listed subcases is set for July 19, 2001, at 10:00 am, at the SRBA District Court, Twin Falls, Idaho. A single telephone call shall be made to Special Master Thomas R. Cushman at 208-736-3013.

IT IS FURTHER ORDERED, that the parties shall have an Unmoderated Settlement Conference prior to the July 19, 2001, status conference.

DATED February 13, 2001.

[Signature]

THOMAS R. CUSHMAN
Special Master
Snake River Basin Adjudication

AJ0749NP
No. R65-09483

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 04/07/00
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	UNITED STATES OF AMERICA ACTING THROUGH REGIONAL DIRECTOR, PN REGION BUREAU OF RECLAMATION 1150 N CURTIS RD BOISE ID 837061234 (208) 378-5155	12/31/1926	IRRIGATION STORAGE IRRIGATION FROM STORAGE	01-01 12-31 04-01 11-01		163000.00 AFA 163000.00 AFA ----- 163000.00 AFA

TOTAL DIVERSION:

Water Source: DEADWOOD RIVER
Point(s) of Diversion: T11N R07E S08 SWSE
Tributary to: PAYETTE RIVER, SOUTH FORK
Stage: DECREED
POU County: VALLEY County

Other Rights: 65-2927A, 65-2433

Conditions of Approval:

- 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 UNITED DECREE. SECTION 42-1412(6), IDAHO CODE.

Remarks: QNT TOTAL RESERVOIR CAPACITY IS 163,000 ACRE FEET WHEN FILLED TO
ELEVATION 5334' AND MEASURED AT THE UPSTREAM FACE OF THE DAM.
POU1 PLACE OF USE IS FOR 65,540 ACRES WITHIN BOISE, CANYON, GEM,
PAYETTE AND WASHINGTON COUNTIES.

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: 65 Field Inspection Flag:
Presumption Flag:

Comments: Date: 12/07/1999 User-ID: SVANHOF Subject: COPIED FROM REMARKS
P/U IS LANDS W/I THE PAYETTE RIVER VALLEY
SURFACE STORAGE-- 163,000 ac-ft
BANK STORAGE-- 10,000 ac-ft
TOTAL RES CAPACITY--173,000 ac-ft

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 04/07/00
PAGE: 2

Comments: Date: 12/07/1999 User-ID: SWANHOFF Subject: COPIED FROM REMARKS
55,000 IRR ACRES
THIS IS A MULTYEAR STORAGE PROJECT

Date: 04/06/2000 User-ID: JSHURTE Subject: AF REDUCTION PER NOTICE OF ERROR
THE AF WAS REDUCED FROM 173,000 AF TO 163,000 AF PER A NOTICE OF
ERROR SUBMITTED BY THE BOR. ALSO REQUESTED WAS TO LIST A FURTHER
REMARK STATING THAT "THE TOTAL RESERVOIR CAPACITY IS 163,000 AF
WHEN FILLED TO ELEVATION 5334' & MEASURED AT THE UPSTREAM FACE OF
THE DAM". THIS APPEARED TO BE A REMARK THAT COULD BE IN COMMENTS
AND WAS NOT A NECESSITY FOR THE DECREE OF THE RIGHT BY THE SRBA
COURT.

Date: 04/06/2000 User-ID: JSHURTE Subject: PLACE OF USE REMARK PER NOTICE OF ERROR
THE REMARK ON THIS RIGHT WAS CHANGED TO REFLECT THE PLACE OF USE
WITHIN CERTAIN COUNTIES. BOR REQUESTED THE SAME COUNTIES AS
THOSE SHOWN ON THEIR RIGHT FOR 65-02927A, HOWEVER, FOR DEADWOOD
RESERVOIR IT WAS NOT POSSIBLE TO PROVE THAT VALLEY AND ADA COUNTY
ARE SERVED BY THIS WATER. BLACK CANYON IRRIGATION DISTRICT GOES
INTO CANYON BUT NOT ADA AND VALLEY COUNTY WOULD REQUIRE THAT
IRRIGATION OCCUR BETWEEN DEADWOOD RESERVOIR AND WHERE IT ENTERS
BOISE COUNTY WHICH DOES NOT HAVE IRRIGATION IN THAT AREA. ALL
OTHER COUNTIES WERE LISTED PLUS THE REMARK ADDED CONCERNING THE
RESERVOIR CAPACITY OF 163,000 AF WHEN FILLED TO ELEVATION 5334'
AT THE UPSTREAM FACE OF THE DAM PER REQUEST BY BOR ON THEIR MOE.

Audit:

04/07/00 JSHURTE

*Per above com. Scott
offered place County BC-ID
based on ADA in Valley
however, no be in Deadwood
appears below Boise
County starting
Co. for Co.*

February 3, 2000

NOTICE OF ERROR

REPLY

RECEIVED

MAR 03 2000

WATER RESOURCES
WESTERN REGION

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

Water right number: 65-09483

UNITED STATES OF AMERICA, ACTING THROUGH
REGIONAL DIRECTOR, PN REGION
BUREAU OF RECLAMATION
BOISE ID 83705-1234

Daytime Telephone Number: 208-334-1464

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

Quantity
Necessity for a remark to Quantity
Place of use remark

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

Change the quantity from 173,000 AFY to 163,000 AFY

Include a remark stating: "The total reservoir capacity is 163,000 acre-feet when filled to elevation 5334.00' and measured at the upstream face of the dam."

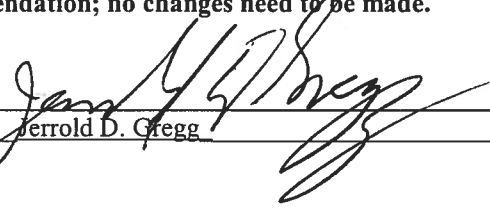
Change the Place of Use remark to: "Place of Use is within Ada, Boise, Canyon, Gem, Payette, Valley, and Washington counties."

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

The reduction in the quantity and subsequent remark is necessary to reflect that the reservoir storage capacity is 163,000 acre feet when filled to elevation 5334.00' and measured at the upstream face of the dam. This remark assures that Reclamation can fill Deadwood Reservoir to full capacity.

We wish this decreed water right to be consistent with the water rights for Cascade Reservoir, 65-02927A and 65-02927B. Therefore, the changes to the place of use within the six listed counties will be consistent with what we claimed and with what was recommended on Cascade Reservoir. Also, the United States' irrigation claims will reflect the actual acreage irrigated within each irrigation district and enumerated county(s).

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

DATE: 3/3/2000 SIGNATURE: 
Please print your name: Jerrold D. Gregg

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW PAGE: 1

RIGHT-NUMBER: 65-09483

NAME AND ADDRESS: UNITED STATES OF AMERICA ACTING THROUGH
REGIONAL DIRECTOR, PN REGION
BUREAU OF RECLAMATION
1150 N CURTIS RD
BOISE ID 83706-1234

RECEIVED

MAR 03 2000

WATER RESOURCES
WESTERN REGION

SOURCE: DEADWOOD RIVER TRIBUTARY: PAYETTE RIVER, SOUTH FORK

QUANTITY: ~~173000.0~~ AFY 163,000.0

PRIORITY-DATE: 12/31/1926

POINT OF DIVERSION T11N R07E S08 SWSE Within VALLEY County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION STORAGE	01-01 12-31	~~173000.0~~ AFY 163,000.0
	IRRIGATION FROM STORAGE	04-01 11-01	~~173000.0~~ AFY 163,000.0

PLACE of USE:

~~PLACE OF USE IS 65,540 ACRES IN THE PAYETTE RIVER VALLEY.~~
PLACE OF USE IS WITHIN ADA, BOISE, CANYON, GEM, PAYETTE, VALLEY, and WASHINGTON COUNTIES.
THE TOTAL RESERVOIR CAPACITY IS 163,000 ACRE-FEET WHEN FILLED TO
ELEVATION 5334.00' AND MEASURED AT THE UPSTREAM FACE OF THE DAM.

OTHER MATTERS 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 - DECREE

AJ5809NP
No. R65-09483

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 01/28/00
PAGE: 66

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	UNITED STATES OF AMERICA ACTING THROUGH REGIONAL DIRECTOR, PN REGION BUREAU OF RECLAMATION 1150 N CURTIS RD BOISE ID 837061234 (208) 378-5155	12/31/1926	IRRIGATION STORAGE IRRIGATION FROM STORAGE	01-01 12-31 04-01 11-01		173000.00 AFA 173000.00 AFA 173000.00 AFA
TOTAL DIVERSION:						173000.00 AFA

Water Source: DEADWOOD RIVER Tributary to: PAYETTE RIVER, SOUTH FORK Stage: DECREED

Point(s) of Diversion: T11N R07E S08 SWSE VALLEY County

POU County:

Other Rights: 65-2927A, 65-2433

Conditions of Approval:

- 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.

Remarks: POU1 PLACE OF USE IS 65,540 ACRES IN THE PAYETTE RIVER VALLEY.

Dates: Exam Made Date: Verified Date: Objection filed Date:

Misc: Water District Number: 65 Field Inspection Flag: Presumption Flag:

Comments: Date: 12/07/1999 User-ID: SVANHOF Subject: COPIED FROM REMARKS
P/U IS LANDS W/I THE PAYETTE RIVER VALLEY
SURFACE STORAGE-- 163,000 ac-ft
BANK STORAGE-- 10,000 ac-ft
TOTAL RES CAPACITY--173,000 ac-ft
55,000 IRR ACRES
THIS IS A MULTITEAR STORAGE PROJECT

Audit: 12/07/99 SVANHOF 12/09/99 SVANHOF 01/25/00 SVANHOF

AJ0749NP
No. R65-09483

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 12/09/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	UNITED STATES OF AMERICA, ACTING THROUGH REGIONAL DIRECTOR, PN REGION BUREAU OF RECLAMATION 1150 N CURTIS RD BOISE ID 837061234 (208) 378-5155	12/31/1926	IRRIGATION STORAGE IRRIGATION FROM STORAGE	01-01 12-31 04-01 11-01		173000.00 AFA 173000.00 AFA ----- 173000.00 AFA
				TOTAL DIVERSION:		

Water Source: DEADWOOD RIVER

Tributary to: SOUTH FORK PAYETTE RIVER

Stage: DECREED

Point(s) of Diversion:

T11N R07E S08

SWSE

Valley County

POU County:

Other Rights: 65-2927A, 65-2433

Conditions of Approval:

- 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 42-14(12)(6) IDAHO CODE.

Remarks: POU1 PLACE OF USE IS 65540 ACRES IN THE PAYETTE RIVER VALLEY

Dates:

Exam Made Date:

Verified Date:

Objection filed Date:

Misc:

Water District Number: 65

Field Inspection Flag:
Presumption Flag:

MAR 02, 1979

PROPOSED FINDING OF WATER RIGHTS - PAYETTE RIVER DRAINAGE

PAGE 111

* INDICATES TOTAL *

SOURCE: DEADWOOD RESERVOIR

RIGHT NUMBER	NAME AND ADDRESS	PRIORITY DATE	USE	USE PERIOD FROM TO	MAX AMOUNT MAX RATE	DIVERSION POINT	PLACE OF USE AND ACREAGE	BASIS FOR RIGHT
65-2917	U. S. DEPT. OF INTERIOR BUREAU OF RECLAMATION, ATTN: 424 BOX 043, 550 WEST FORT, BOISE, IDAHO 83724	12/31/1926	POWER STORAGE	1/ 1 12/31	163000.00 AFA --- CFS	SMSE S 8 T11N R 7E	LG11 S22 T 7N R 1W	LICENSE
	POWER FROM	1/ 1 12/31	163000.00 AFA --- CFS *163000.00*AFA *---*CFS				SAME AS OTHER USE	
65-9483	U.S. DEPT. OF INTERIOR BUREAU OF RECLAMATION, ATTN: 424 BOX 043, 550 WEST FORT STREET, BOISE, IDAHO 83724 REMARKS: PLACE OF USE IS 65540 ACRES IN THE PAYETTE RIVER VALLEY.	12/31/1926	IRRIGATION FROM STGR	4/ 1 11/ 1	163000.00 AFA --- CFS	SMSE S 8 T11N R 7E		BENEFICIAL USE

AJ5809NP
No. R65-09483

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 01/13/00
PAGE: 63

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	UNITED STATES OF AMERICA, ACTING THROUGH REGIONAL DIRECTOR, PN REGION BUREAU OF RECLAMATION 1150 N CURTIS RD BOISE ID 837061234 (208) 378-5155	12/31/1926	IRRIGATION STORAGE IRRIGATION FROM STORAGE	01-01 12-31 04-01 11-01		173000.00 AFA 173000.00 AFA 173000.00 AFA

Water Source: DEADHOOD RIVER

Tributary to: SOUTH FORK PAYETTE RIVER

Stage: DECREED

Point(s) of Diversion:

T11N R07E S08

SMS

PAYETTE RIVER, SOUTH FORK VALLEY County

POU County:

Other Rights: 65-2927A, 65-2433

Conditions of Approval:

- 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.

Remarks: POU1 PLACE OF USE IS 65540 ACRES IN THE PAYETTE RIVER VALLEY

Dates:

Exam Made Date:

Verified Date:

Objection filed Date:

Misc:

Water District Number: 65

Field Inspection Flag:

Presumption Flag:

Comments:

Date: 12/07/1999 User-ID: SVANHOF Subject: COPIED FROM REMARKS

P/U IS LANDS W/I THE PAYETTE RIVER VALLEY

SURFACE STORAGE-- 163,000 ac-ft

BANK STORAGE-- 10,000 ac-ft

TOTAL RES CAPACITY--173,000 ac-ft

55,000 IRR ACRES

THIS IS A MULTIYEAR STORAGE PROJECT

Audit:

12/07/99 SVANHOF

12/09/99 SVANHOF

WR5809NP
No. 65-09483

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 01/13/00
PAGE: 45

OWNER		PRIORITY		USE PERIOD		DIVERSION	
CODE	NAME & ADDRESS	DATE	WATER USE	FROM	TO	RATE	VOLUME
C	US DEPT OF INTERIOR BUREAU OF RECLAMATION 1150 N CURTIS RD BOISE ID 83704-1234 (208) 378-5155	12/31/1926	IRRIGATION STORAGE IRRIGATION FROM STORAGE	01/01	12/31		163000.00 AFA
				04/01	11/01		163000.00 AFA
				TOTAL DIVERSION:			163000.00 AFA

Water Source: DEADWOOD RIVER Tributary to: PAYETTE RIVER, SOUTH FORK Stage: DECREED
Point(s) of Diversion: T11N R07E S08 SWSE VALLEY County

Pou County:

Remarks: GEN PLACE OF USE IS 65,540 ACRES IN THE PAYETTE RIVER VALLEY.

Dates: App. Received: 12/31/1926
Proof Due Date: Priority Date:
Exam Made Date: Exam Sent to S.O.:
Licensed Date:

Misc: Water District Number: 65 Field Exam Fee:

11/5/70



United States Department of the Interior

BUREAU OF RECLAMATION
CENTRAL SNAKES PROJECT OFFICE
214 BROADWAY AVENUE
BOISE, IDAHO 83702

IN REPLY
REFER TO: 400
832.-

October 27, 1976

RECEIVED
OCT 29 1976

Mr. Dave Tuthill
Western Regional Office
State of Idaho
Department of Water Resources
92 South Cole Road
Boise, Idaho 83705

Department of Water Resources
Western Regional Office

Dear Mr. Tuthill:

Enclosed is a listing of storage space contracts involving Deadwood and Cascade Reservoirs, as requested during a recent telephone call to this office.

The Bureau of Reclamation leases out a fairly large tract of United States' property on the west side of Cascade Reservoir for agricultural purposes. Portions of these lands were being irrigated with creek water prior to acquisition by the United States and have since been irrigated by the lessees. Also the Bureau of Reclamation has recently developed three wells on Cascade Reservoir in connection with recreation site developments. If appropriate, please furnish necessary forms and instructions for making application for water right.

If you have any questions concerning the foregoing or enclosures, please advise.

Sincerely,

Bob Brown
Project Superintendent

Enclosures



DEADWOOD STORAGE

<u>Contractor</u>	<u>Date</u>	<u>Acre- age</u>	<u>Acre- feet</u>	<u>Location</u>
John Thornton Point of Delivery NE $\frac{1}{4}$ NW $\frac{1}{4}$ (Lot 3) Sec. 23, T. 7 N., R. 2 E., B.M.	10-23-61	15	75	Sec. 23, T. 7 N., R. 3 E., NE of Horse- shoe Bend
Donald E. Shoemaker Point of Delivery south side Payette River approx. 450' north & 50' west center $\frac{1}{4}$ corner Sec. 32, T. 7 N., R. 2 E., B.M.	3-7-67	40	130	Secs. 31 & 32, T. 7 N., R. 2 E., East of Montour
Stephen Burrie & Duane Pancheri Point of Delivery head of Montour Farmers Ditch Co. lateral in SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 25, T. 7 N., R. 1 E., B.M.	5-3-65	160	600	Secs. 26 & 27, T. 7 N., R. 1 E., East of Montour
Alva B. McConnel Point of Delivery Montour Farmers Ditch diversion on Payette River in NW $\frac{1}{4}$ Sec. 25, T. 7 N., R. 1 E., B.M.	3-14-67	120	450	Secs. 22, 26, & 27, T. 7 N., R. 1 E., East of Montour
Eugene Gatfield Point of Delivery west side Payette River approx. 300' north of quarter corner between Secs. 24 & 25, T. 7 N., R. 1 E., B.M.	8-19-66	320	1,200	Secs. 23, 24, & 26, T. 7 N., R. 1 E., East of Montour
Kelly W. Cowan Point of Delivery about 1430' east & north of NW corner Sec. 22, T. 7 N., R. 1 E., B.M.	4-1-69	160	640	Sec. 22, T. 7 N., R. 1 E., East of Montour
MacGregor Land & Livestock Point of Delivery Lots 4 & 5, Sec. 19, T. 7 N., R. 1 E., B.M., Idaho	12-10-58	77	330	Secs. 19 & 30, T. 7 N., R. 1 E., north side river, East of Montour

Lois Amyx Point of Delivery on the NW side Payette River approx. 400' S & 600' E. of NE-1/16 corner of Sec. 21, T. 7 N., R. 1 E., B.M.	5-24-67	88	350	Secs. 16, 20 & 21, T. 7 N., R. 1 E., Upper End Black Canyon Reservoir
Emmett Newell Point of Delivery by pumping from Black Canyon Reservoir at a point about 200' west of SE corner of SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 17, T. 7 N., R. 1 E., B.M.	6-21-67	100	375	Secs. 16 & 17, T. 7 N., R. 1 E., north side Black Canyon Reservoir East of Squaw Creek
Gordon A. Mac Gregor Point of Delivery SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 25, T. 7 N., R. 1 W. B.M., by pumping	11-26-58	not shown	250	Sec. 25, T. 7 N., R. 1 W., south side Black Canyon Reser- voir about half way up
Nellie I. MacGregor Point of Delivery NW $\frac{1}{4}$ NE $\frac{1}{4}$ (Lot 1) Sec. 25, T. 7 N., R. 1 W., B.M.	2-16-59	not shown	300	Sec. 25, T. 7 N., R. 1 W., south side Black Canyon Reser- voir about half way up
John Curtis Point of Delivery by pumping north side of Payette River near NW corner of SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 22, T. 7 N., R. 1 E., B.M.	2-2-71	159	350	Secs. 15, 16, 21 & 22, T. 7 N., R. 1 E., B.M.
Robert J. Hallstrom Point of Delivery by pump- ing south side Payette River near center of NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 31, T. 9 N., R. 6 E., B.M., Idaho	2-26-74	151.2	469	Sec. 31, T. 9 N., R. 6 E., B.M.
Carol Buehler Mathis Point of Delivery by pump south side Payette River near center of SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 1, T. 8 N., R. 5 E., B.M., Idaho	2-26-74	122.8	381	Sec. 1, T. 8 N., R. 5 E., B.M., Idaho

Total Deadwood	* 1,080	4,700
Total Cascade	730	2,988
TOTAL	1,810	7,688

* Not Complete

In addition to the above listed individual water storage agreements, the United States has entered into contractual arrangements for storage space as follows:

<u>Contractor</u>	<u>Acreage</u>	<u>Acre-feet</u>	<u>Location</u>
Black Canyon Irrig. Dist.	53,200	240,000	Cascade Reservoir
Emmett Irrig. Dist.	25,000	50,000	Deadwood Reservoir
Lower Payette Ditch Co.	12,750	10,000	Cascade Reservoir
Farmers Coop Irrig. Co.	16,500	18,700	Cascade Reservoir

ADJUDICATION MEMORANDUM

CLAIM NO: A02-02378

SUBJECT: Map/claim #5

EMPLOYEE: ~~John~~

DATE: 11-16-93

Map for claims listed below are filed in A02-02378
A63-00251, A63-00301, A63-00302, A63-00367
A63-00373, A63-02106, A63-02109, A63-02158
A63-02212, A63-02322, A63-03613, A63-03614
A63-03618, A63-04868, A63-05261, A63-05262
A63-05263, A63-05264, A63-07340, A65-02288
A65-02433, A65-02917, A65-09481, A65-09483
A65-09485, A65-09486, A65-09487, A65-09488
A65-11412, A67-02384, A67-02389, A67-04553
A77-10114