

08/16/2004

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

RIGHT NUMBER: 25-61A
NAME AND ADDRESS: HAROLD JONES
4 BIRCH CREEK
RIGBY ID 83442

LAREE JONES
4 BIRCH CREEK ROAD
RIGBY ID 83442

SOURCE: WILLOW CREEK TRIBUTARY: SNAKE RIVER
QUANTITY: 1.210 CFS
PRIORITY DATE: 04/01/1884
POINT OF DIVERSION:

T03N R39E S11 SWSWSE Within BONNEVILLE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	1.210 CFS

PLACE OF USE: IRRIGATION Within BONNEVILLE County

T03N R39E S11	SWSW	37.0	T03N R39E S14	NWNE	0.7
T03N R39E S14	NENW	23.0	T03N R39E S14	NWNW	32.0
T03N R39E S14	SWNW	3.8			

96.5 ACRES TOTAL

Use of the rights listed below is limited to the irrigation of a combined total of 96.5 acres in a single irrigation season. Combined Right Nos.: 25-56E and 25-61A.

This right is limited to the irrigation of 60.5 acres within the place of use described above in a single irrigation season.

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

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

EXPLANATORY MATERIAL: Decreed

RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION
PURSUANT TO SECTION 42-1425, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT
TO SECTION 42-1425, IDAHO CODE.

Use of this right is combined with water from Enterprise Canal Company LTD.

PROFILED
SCANNED

SEP 22 2004

DEPARTMENT OF WATER RESOURCES

Claim No.: 25-61A



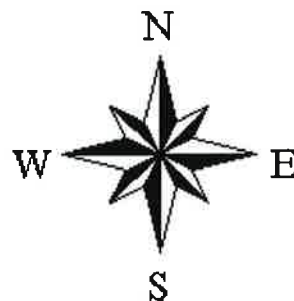
0 1320 2640 3960 5280 6600 Feet

SCANNED

DEC 01 2004

PROFILED

- Point of diversion.shp
- Place of use.shp
- Township/Range
- Sections
- QQ



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: E. Carlsen
Date: October 2004



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. SKYLINE DR., SUITE A, IDAHO FALLS, ID 83402-1718

PHONE: (208) 525-7161 FAX: (208) 525-7177 WEB SITE: www.idwr.state.id.us

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

October 25, 2004

HAROLD JONES
4 BIRCH CREEK RD
RIGBY ID 83442

RE: New Recommendation on Claims #25-56E & 25-61A

Dear Harold:

Included with this letter are two new Preliminary Director's Reports for your water rights from Willow Creek. These reports replace the two reports you received in August of this year. You may recall at the public meeting held September that Max Cooper and John Moore insisted they historically received Willow Creek water thru Progressive Irrigation District by exchanging it with Snake River water from the Anderson Canal. They indicated that your predecessor, Mr. Durtschi, also received Willow Creek water based on exchange for at least a portion of your property. Information we subsequently received from Progressive Irrigation District revealed Mr. Durtschi was historically billed for 0.64 cfs (32 miners inches) of exchange water. To reflect this historical practice I have modified the recommendations for 25-56E and 25-61A. The new recommendation for 25-56E describes the exchange and a place of use in T03N R39E Sec11 SWSW. While the new recommendation for 25-61A indicates diversion directly Willow Creek with a place of use in T03N R39E Sec14 NW. The layouts attached to each report illustrate the place of use.

After a careful review of each Preliminary Director's Report complete the Notice Error Reply and return it to this office. If you have questions feel free to call me.

Respectfully,

Ernest Carlsen
Water Rights Supervisor

SCANNED

DEC 01 2004

PROFILED

Enclosures (4)
emc

SCANNED
DEC 01 2004

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of September, 1979, by and between the PROGRESSIVE IRRIGATION DISTRICT, hereinafter referred to as the "District", and ALFRED MOORE and LUCILLE MOORE, husband and wife, STANLEY COOPER and BERTHA COOPER, husband and wife, and A. H. DURTSCHI and GLORA DEAN DURTSCHI, husband and wife, hereinafter collectively referred to as the "Waterusers",

WITNESSETH:

WHEREAS, the Waterusers own certain decreed water rights in Willow Creek for use on their lands in Bonneville County, Idaho, which said water rights are more particularly described on Exhibit A which is attached hereto and made a part hereof; and,

WHEREAS, the District owns and operates a system of canals located near Waterusers' lands in Bonneville County Idaho; and,

WHEREAS, it has been more convenient for the Waterusers to take water for use on their lands from the District's canals rather than from Willow Creek; and,

WHEREAS, the District has been satisfied to allow the Waterusers to take their water out of the District's canal so long as the Waterusers left their decreed water in Willow Creek for use by the District; and,

WHEREAS, the parties wish to formalize this practice, to establish a fair charge to be paid by Waterusers to the District for the service provided by the District in delivering water for the Waterusers' use and to provide for a periodic review thereof;

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, the parties hereto do hereby agree as follows:

PROFILED

SCANNED
DEC 01 2004

1. TERM:

That the terms of this Agreement shall commence as of the date hereof, and, except as otherwise provided herein, shall terminate on the 31st day of December, 1983.

2. WILLOW CREEK RIGHTS:

That Waterusers shall not divert any of their water right in Willow Creek, which is described in Exhibit A, during the term of this Agreement.

3. USE OF WILLOW CREEK RIGHTS:

That the District may divert and use Waterusers' Willow Creek water right, which is described in Exhibit A, during the term of this Agreement.

4. DELIVERY TO WATERUSERS:

That the District will deliver an amount of water equal to Waterusers' water described on Exhibit A to the Waterusers' lateral ditch headgate on a prorata basis equal to that of members of the District, e.g., if water being delivered to District members must be reduced by 10% then the water delivered by the District to the Waterusers will similarly be reduced by 10%.

5. PAYMENT:

That Waterusers shall pay the District for its service an amount equal to 20% of the charge assessed by the District against its members, and the same shall be payable by the Waterusers at the times and in the manner prescribed by law for District members.

6. TERMINATION:

That either party may terminate this Agreement by giving the other party written notice of his intention to do so no earlier than October 1, 1983, and no later than December 31, 1983. In the event neither party terminates this Agreement in the manner prescribed

SCANNED

DEC 01 2004

PROFILED

above, the same shall continue for an additional term of 5 years on the same terms and conditions as contained herein, with the exception that notice of termination must be given between October 1st and December 31st of the final year of the extended term.

7. NOTICE:

That any and all notices and payments required under the terms of this Agreement may be given by District to Waterusers in care of the following name and address:

and any notices and payments required by this Agreement to be given or made by Waterusers to District may be given and made in care of the following name and address:

The Progressive Irrigation District
P. O. Box 2093
Idaho Falls, Idaho 83401

or at any other address subsequently furnished in writing by either party. All such notices shall be by certified mail, postage prepaid, and shall be deemed given as of the date of their postmark.

8. WAIVER:

That waiver by District of any breach of any term or condition herein contained shall not be deemed to be a waiver of such term or condition or any subsequent breach of the same or any other term or condition herein contained.

9. ASSIGNMENT:

That Waterusers shall not assign this Agreement, nor any interest herein, without the prior written consent of the District. The District shall not unreasonably withhold such consent to assignment.

10. ATTORNEY'S FEES:

That in the event of default or breach by either party and the other party is required, in the exercise of reasonable

SCANNED

DEC 01 2004

PROFILED

business judgment, to bring an action for enforcement of this Agreement, the party successful in any such action shall be entitled to a reasonable attorney's fee, together with expenses and costs of the action.

11. NO ADVERSE RIGHTS:

That neither party shall acquire any right to the property of the other except as prescribed in this Agreement, i.e., by performing in accordance with the terms and conditions of this Agreement the District shall acquire no adverse right to Waterusers' Willow Creek water, and the Waterusers shall acquire no adverse right to carry water in the District's canal system.

12. BINDING EFFECT:

That all of the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of all heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

THE PROGRESSIVE IRRIGATION DISTRICT

By _____
Its:

THE DISTRICT

Alfred Moore

Lucille Moore

SCANNED
DEC 01 2004

PROFILED

Stanley Cooper

Bertha Cooper

A. H. Durtschi

Gloria Dean Durtschi

WATERUSERS

SCANNED

DEC 01 2004

PROFILED

STATE OF IDAHO)
) ss.
County of Bonneville)

ON THIS _____ day of _____, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ of PROGRESSIVE IRRIGATION DISTRICT, the corporation that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires:

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

ON THIS _____ day of _____, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared ALFRED MOORE and LUCILLE MOORE, husband and wife, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires:

(SEAL)

SCANNED

DEC 01 2004

- 6 -

PROFILED

STATE OF IDAHO)
) ss.
County of Bonneville)

ON THIS _____ day of _____, 1979, before me,
the undersigned a Notary Public in and for said State, personally
appeared STANLEY COOPER and BERTHA COOPER, husband and wife, known
to me to be the persons whose names are subscribed to the within and
foregoing instrument and acknowledged to me that they executed
the same.

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

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires:

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

ON THIS _____ day of _____, 1979, before me, the
undersigned, a Notary Public in and for said State, personally
appeared GLORA DEAN DURTSCHI and A. H. DURTSCHI, husband and wife,
known to me to be the persons whose names are subscribed to the
within and foregoing instrument and acknowledged to me that they
executed the same.

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

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires:

(SEAL)

SCANNED
DEC 01 2004

PROFILED

SCANNED

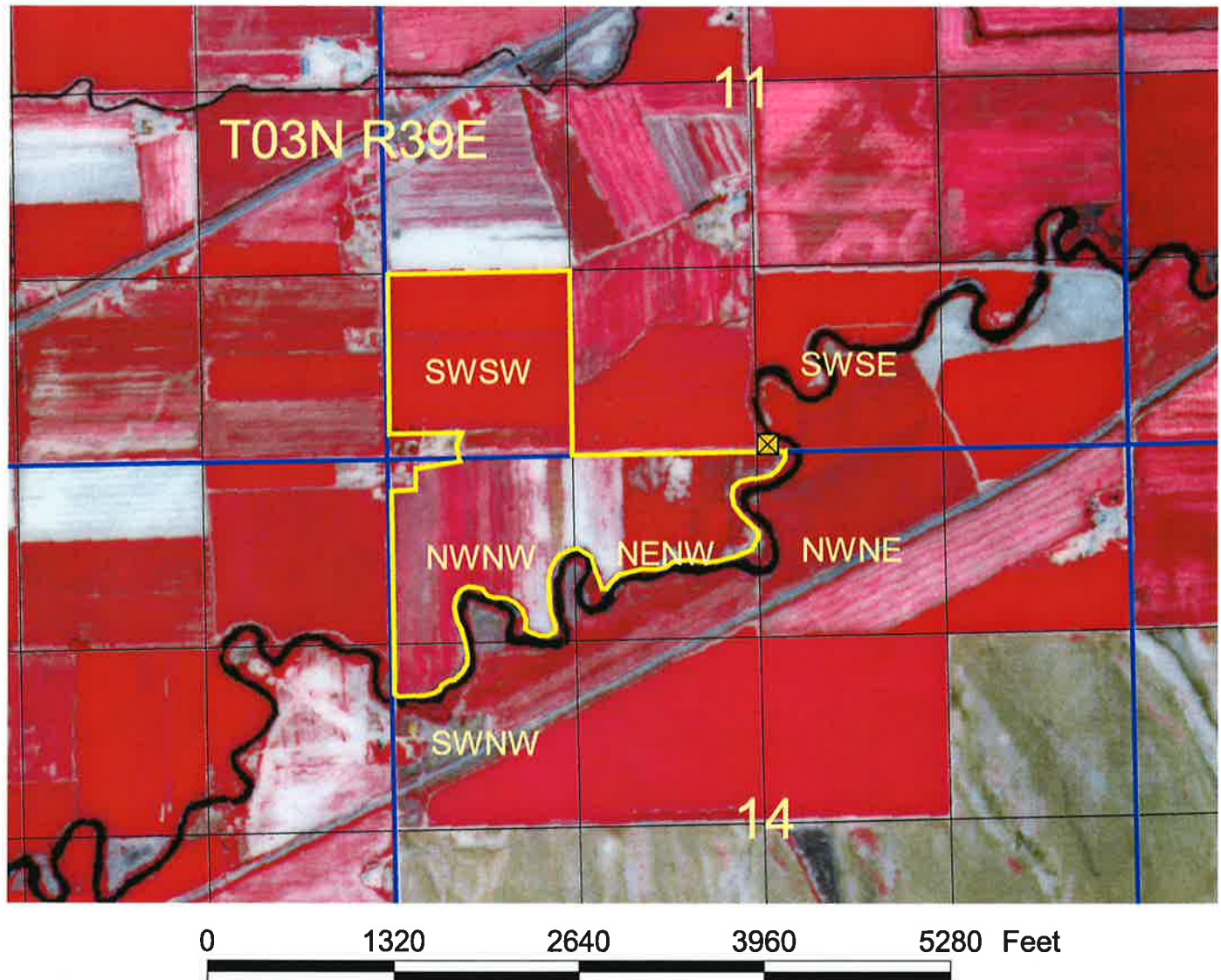
DEC 01 2004

PROFILED

EXHIBIT A

DEPARTMENT OF WATER RESOURCES

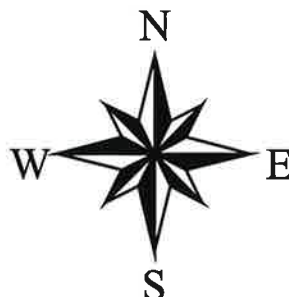
Claim No.: 25-56E
25-61A



SCANNED

SEP 22 2004

-  Point of diversion.shp
-  Place of use.shp
-  Township/Range
-  Sections
-  QQ

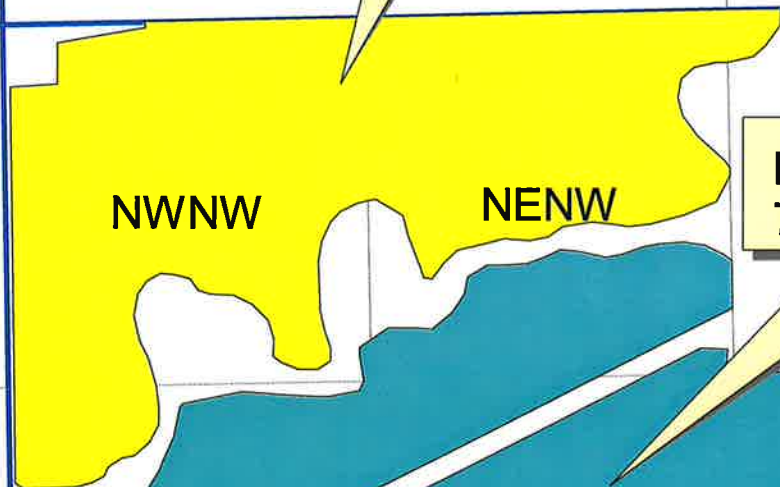


GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: E. Carlsen
Date: August 2004

PROFILED

11

Decreed POU for 25-61A
60.5 ac for 1.21 cfs



Decreed POU for 25-61B
79.5 ac for 1.59 cfs



14

SCANNED

SEP 22 2004

PROFILED

25-61.-

Are view indicates
- Deere provides 2.80 cfs. & Accounting for land
that could be flood irrigated below the hill side
canal, in the deere & place of use, equals
140 acs. or 0.02 cfs/ac. Dividing the
140 between Wallace Reed & Harold Jones
results in 79.5 to Reed & 60.5 to Jones.
The appropriate splits are.

25-61A 60.5 ac 1.21 cfs.

25-61B. 79.5 ac 1.59 cfs.

140.0 ac. 2.80 cfs.

SCANNED

SEP 22 2004

PROFILED

13-782	500 SHEETS, FILLER	5 SQUARE
42-381	500 SHEETS EYE-EASE®	5 SQUARE
42-382	100 SHEETS EYE-EASE®	5 SQUARE
42-389	200 SHEETS EYE-EASE®	5 SQUARE
42-392	100 RECYCLED WHITE	5 SQUARE
42-399	200 RECYCLED WHITE	5 SQUARE

Made in U S A



р.р.ч.

based on One View.

X 27- 32 AC $\frac{1}{2}$ 60.5 AC

EO1 - Enterprise

SEP 22 2004

PROFILE

A25-00061A

9/27/03

Please see contact log, field notes, summary
in overlapping claim A25-00056E. Note
A ownership in A25-00056E also applies to
this claim.

Water Resources
Field Services
208 663 4667

SCANNED

SEP 22 2004

PROFILED

August 18, 2003

Armin H. or Gloria Dean Durtschi
375 Barlow Dr.
Idaho Falls, ID 83401

Re: Water Right Adjudication Claim(s) A25-00061A

Dear Water User:

Idaho Department of Water Resources (IDWR) is reviewing claims to water rights in the Snake River Basin Adjudication in your area. Water Resources Field Services has been retained to do field inspections to aid the Department in making correct recommendations to the court. In the next weeks and months I will be contacting you to make an appointment to look at your diversion works and uses of water.

The main purpose of this visit is to locate and photograph the headgate(s), ditches, and irrigated lands.

I look forward to helping make sure your water right recommendation is correct. Please contact me if there is a particular time that would be convenient for you. You may call in the evenings, or leave a message on the answering machine.

Sincerely,

Bryce A. Contor

PROFILED

SCANNED

SEP 22 2004

Water Resources
Field Services
208 663 4667

SCANNED

JUL 25 2001

Log for claim 25-00061A

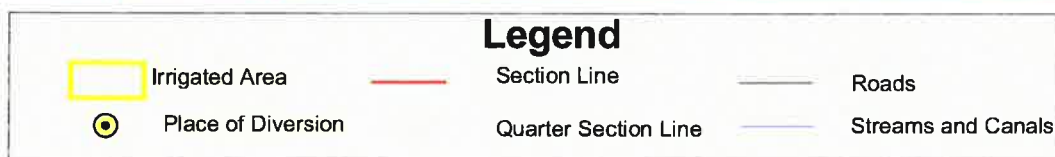
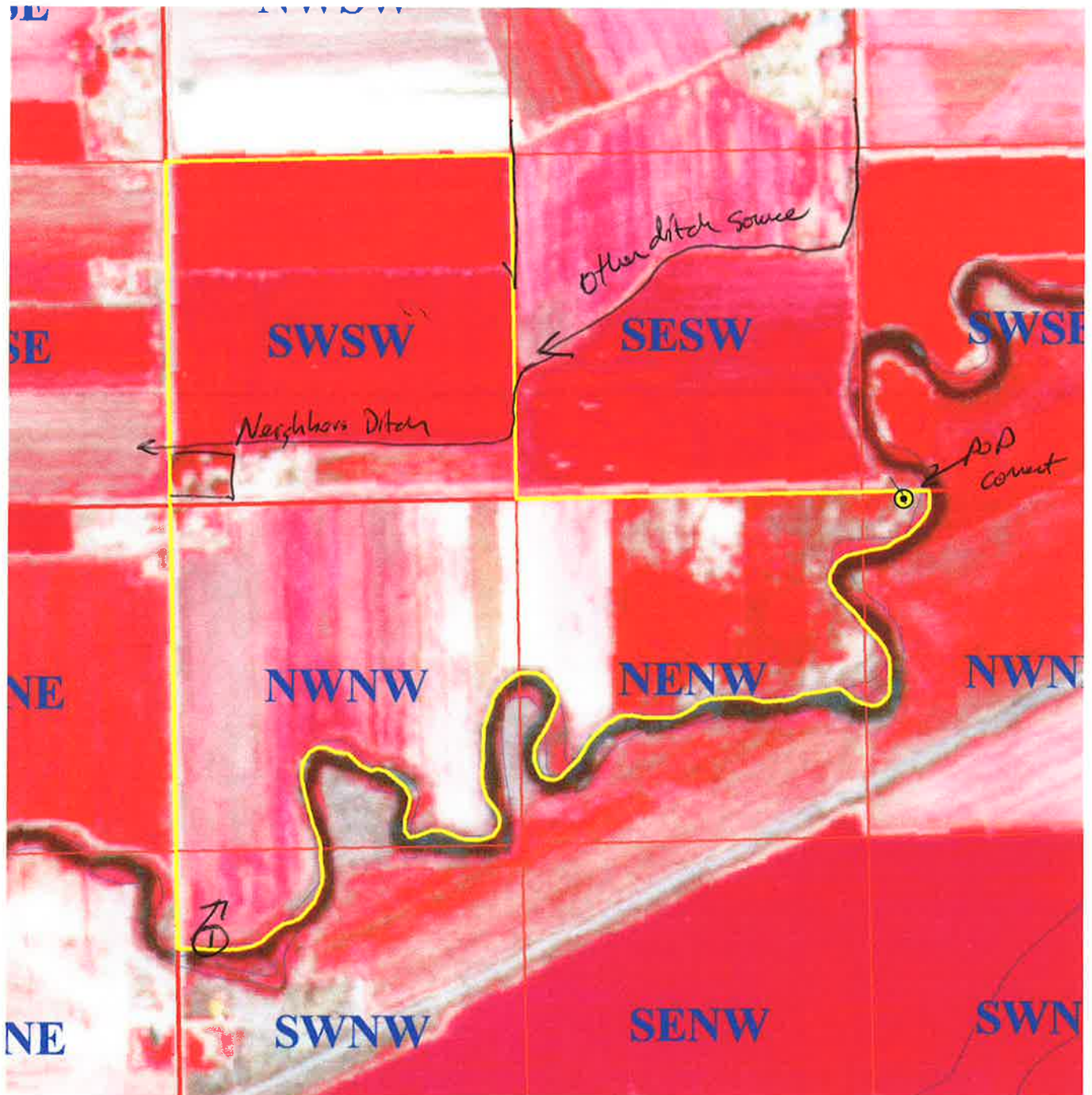
Spatial Dynamics CAT

11/27/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
03n39e	11	SWSW	36	40	
03n39e	14	NWNE	1	1.6	
03n39e	14	NENW	23	24	
03n39e	14	NWNW	33	35	
03n39e	14	SWNW	3	4.2	
Totals:			96	104.8	

Water Right Claim Number 25-00061A
Township , 3N39E

11/27/2000



SPATIAL
DYNAMICS



AJ5809NP
No. A25-00061A

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/24/00
PAGE: 14

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ARMIN H DURTSCHI	04/01/1884	IRRIGATION	04-01 11-01	1.880 CFS	
C	GLORA DEAN DURTSCHI					
	375 BARLOW DR					
	IDAHO FALLS ID 83401					
	(208) 529-8505					
				TOTAL DIVERSION:	1.880 CFS	
				CONSUMPTIVE USE:		241.00 AFA

Water Source: WILLOW CREEK

Tributary to: SNAKE RIVER

Stage: DECREED

Point(s) of Diversion: T03N R39E S14 NWNWNE BONNEVILLE County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE															
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM			
				Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:		
03N	39E	11	:					:						:			36		:						:	36.0	
03N	39E	14	:			01		:	23	33	03			:					:						:	60.5	
																										TOTAL ACRES	96.5

POU County: BONNEVILLE

Other Rights: A25-00056E

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
25-04140 A25-00056E A25-04140

Other Water Rights Listing Overlapping Place(s) of Use:

A01-00059 A01-00060 A01-00061 A01-00233 A01-00248 A01-10200 A01-10201 A01-10202 A01-10203 A25-00056E
A25-00061B A25-00062 A25-00138A A25-00170

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

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

Audit: 06/19/89 CARLSEN 03/29/95 POST-STD

SCANNED

JUL 25 1991

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: A25-00061A

Date Received: 6/19/1989

Receipt No: 8009133Received By: EMC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ARMIN H. DURTSCHI 208-529-8505
Address: 375 BARLOW DR.
IDAHO FALLS, ID 83401

OR

Name: GLORA DEAN DURTSCHI 208-529-8505
Address: 375 BARLOW DR.
IDAHO FALLS, ID 83401

2. Date of Priority: APR 01, 1884

3. Source: WILLOW CREEK Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	39E	14	NW	NW	NE		BONNEVILLE

5. Description of diverting works:
PUMP, MAINLINE AND SPRINKLER SYSTEM.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.880		

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

8. Total consumptive use is 241.0 Acre Feet Per Annum.

9. Non-irrigation uses:

A2500061A

A25-00061A

Page 1

Date: 06/19/89

MICROFILMED

NOV 06 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	39E	11	SW	SW		IRR	36.0
					Section Acres		36.0
		14	NW	NE		IRR	1.0
			NE	NW		IRR	23.5
			NW	NW		IRR	33.0
			SW	NW		IRR	3.0
					Section Acres		60.5
					Total Acres		96.5

11. Place of use in counties: BONNEVILLE

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

13. Other Water Rights Used:
A25-00056E

14. Remarks:

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date: 7/20/1901

EAGLE ROCK WATER CO. ET AL
Decree Plaintiff

vs

HENRY KIEFFER ET AL
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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Individuals:

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

Signature of Claimant(s): Armin H. Dutschke Date: 6-19-89

Date: _____

State of Idaho)
County of Bonneville) SS.

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

of June 19 89

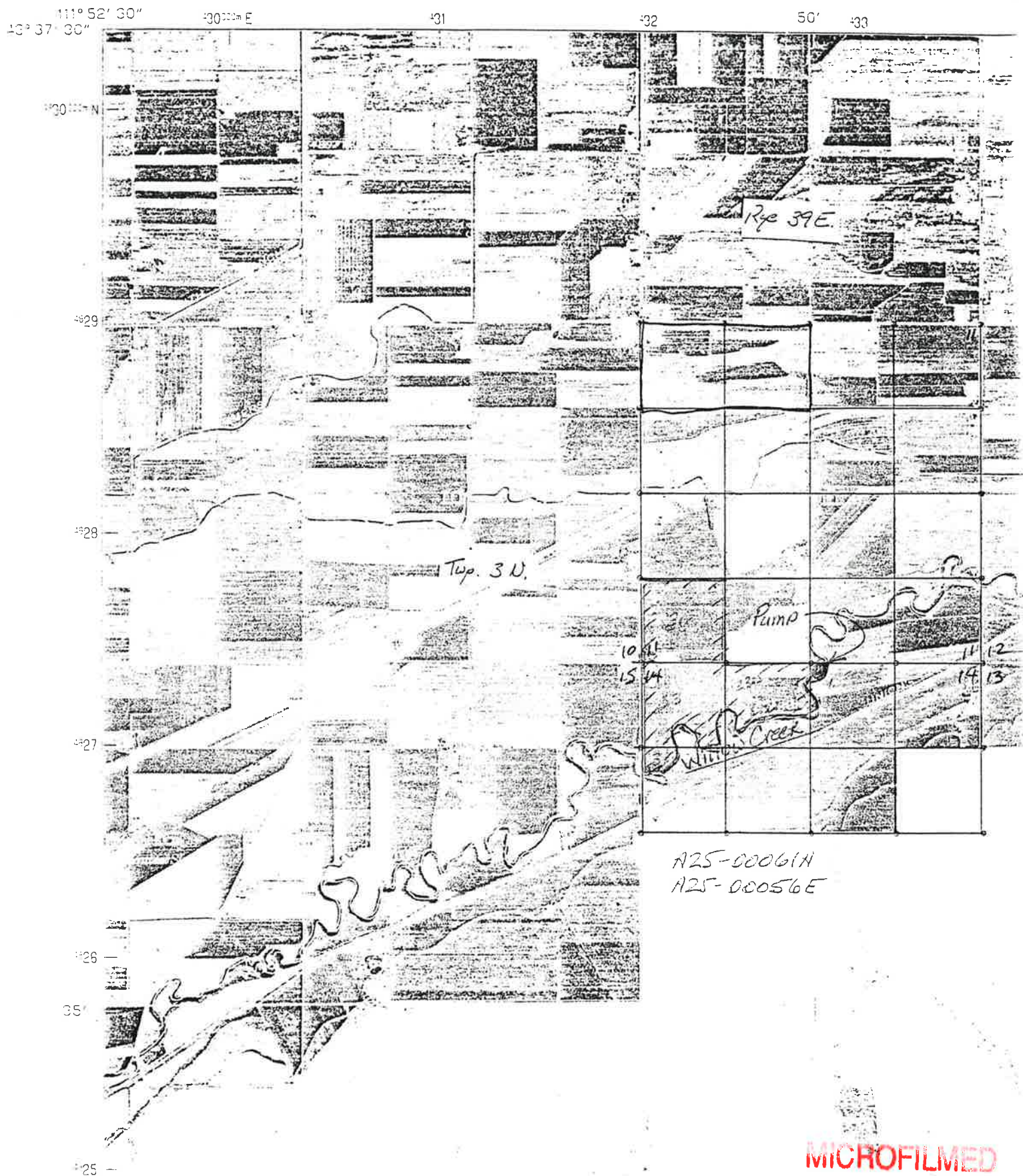
Ernest Carlsen
Notary Public



Residing at Blakes Falls, ID.

My Commission Expires 14 June 1994.

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY



MICROFILMED
NOV 06 1992