

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

04/27/2005

RIGHT NUMBER: 27-4AC
NAME AND ADDRESS: KARMA FIELDING
597 N 1100 E
SHELLEY ID 83274
C KEITH FIELDING
597 N 1100 E
SHELLEY ID 83274

SOURCE: BLACKFOOT RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 1.000 CFS

PRIORITY DATE: 06/01/1885

POINT OF DIVERSION:
T02S R38E S7 NWNWNW Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

IRRIGATION

PERIOD OF USE

04/01 10/31

QUANTITY

1.000 CFS

PLACE OF USE:

IRRIGATION Within BINGHAM County

T02S R37E S01	SWNE	40.0	T02S R37E S01	SENE	40.0
T02S R37E S01	NESW	22.0	T02S R37E S01	NWSW	12.0
T02S R37E S01	NESE	40.0	T02S R37E S01	NWSE	33.0

187 ACRES TOTAL

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - Decreed



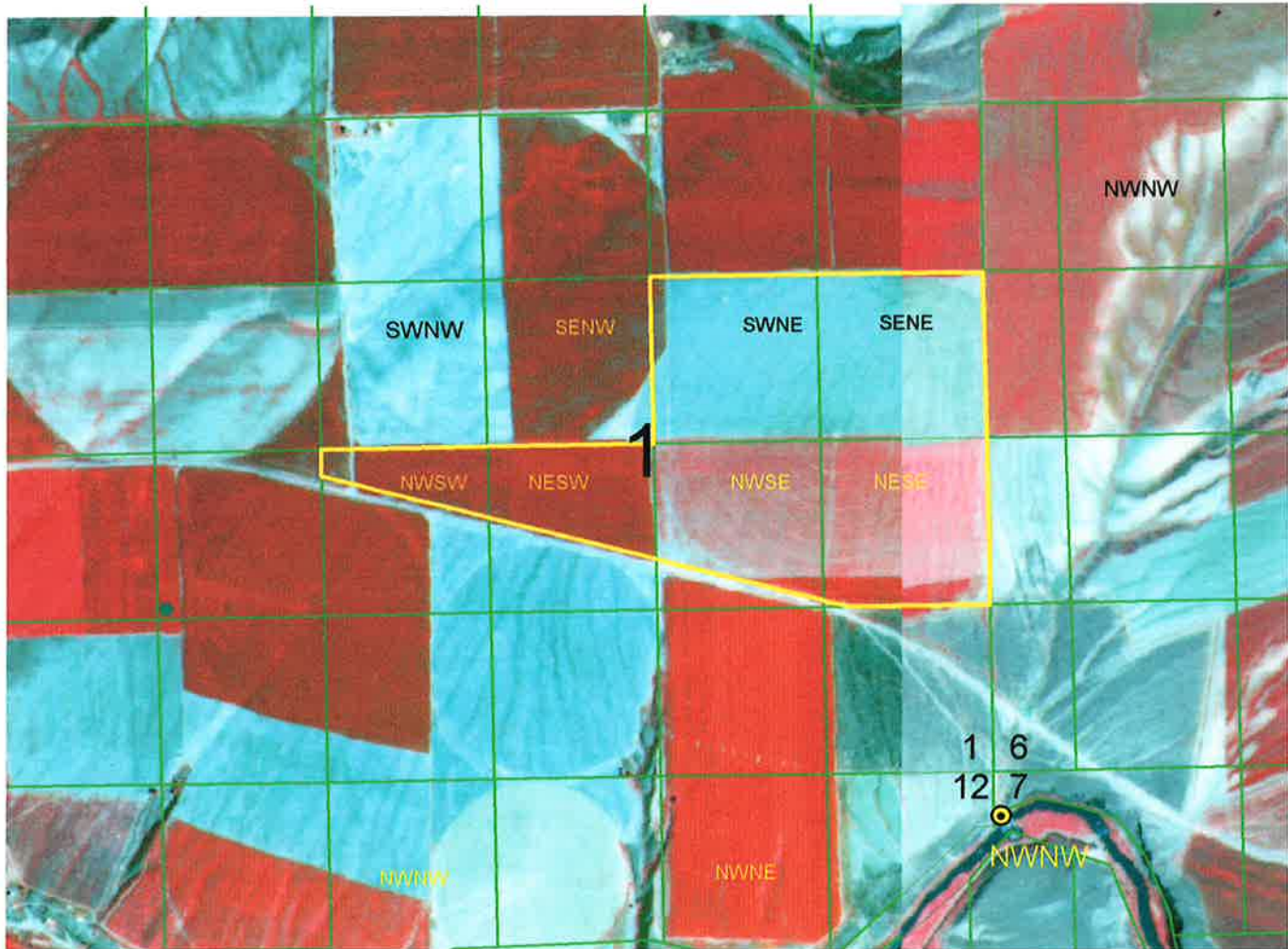
STATE OF IDAHO

Department of Water Resources

Eastern Region



Water Right(s) 27-13A & 27-4AC



900 0 900 1800 Feet

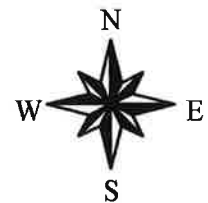
IRRIGATED ACRES 187.0

LEGEND

- ⊙ Point of Diversion
- Place of Use
- Townships
- Sections
- Quarter-Quarters

Place of Use: T2S, R37E:
(part of) Sec. 1, SWNE, SENE,
NESW, NWSW, NESE, NWSE.

Point(s) of Diversion: T2S, R38E:
Sec. 7, NWNWNW.



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: B. Payne
Date: April 2005.

SCANNED

DEC 27 2005

PROFILED

PEDIGREE
PRIORITY DATE
06/01/1885

27-00004(WR)	27-00004a (WR)	27-10293	renumbered to	27-00004v	renumbered to 27-12116
				27-00004aa	disallowed
		27-00004w		27-00004ab	disallowed
	27-00004b (WR)				
	27-00004c (WR)	27-00004ac			
	27-00004d (WR)				
	27-00004e (WR)	27-00004r			
		27-00004f			
	27-00004f (WR)				
		27-00004h			
	27-00004g (WR)	27-00004g	renumbered to	27-10539	
	27-00004h (WR)	27-10505			
		27-10388			
		27-10390			
	27-00004j (WR)	27-00004t	renumbered to	27-12064	
		27-00004y			
		27-00004z			
		27-00004k			
	27-00004k (WR)				
		27-10389	Combined with 27-00004r then renumbered to	27-12064	
	27-00004l (WR)	27-00004l			
		27-00004N (WR)			
	27-00004m (WR)	27-00004P (WR)			
		27-00004Q (WR)			
		27-00004n	renumbered to	27-00004u	renumbered to 27-12029
	27-00004n (WR)				
		27-00004p	renumbered to	27-12030	
	27-00004q (WR)	27-00004q	renumbered to	27-12027	
		27-10555			
		27-10116			
		27-10362			
	27-00004s (WR)				
		27-10728			
		27-10790			
		27-11236			
	27-00004t (WR)				
		27-00004s			
	27-00004u (WR)				
		27-00004m			

27-00004	Water right #	to adjudication #	Miscellaneous info
	27-00004a	27-10293	renumbered to 27-00004v
		27-00004w	27-00004aa disallowed
			27-00004ab disallowed
	27-00004b		
	27-00004c	27-00004ac	
	27-00004d		
	27-00004e	27-00004r	
	27-00004f	27-00004f	
		27-00004h	
	27-00004g	27-00004g	renumbered to 27-10539
	27-00004h	27-10505	
	27-00004j	27-10388	
		27-10390	
		27-00004t	renumbered to 27-12064
		27-00004y	
		27-00004z	
	27-00004k	27-00004k	
		27-10389	
	27-00004l	27-00004l	
	27-00004m	27-00004m split to n/p/q on water rights side	
	27-00004n	27-00004n	renumbered to 27-00004u
		27-00004p	renumbered to 27-12030
	27-00004q	27-00004q	renumbered to 27-12027
	27-00004s	27-10555	
		27-10116	
		27-10362	
		27-10728	
		27-10790	
		27-11236	
	27-00004t		
	27-00004u	27-00004s	
		27-00004m	

04/27/2005

NOTICE OF ERROR
REPLY

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

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 27-4AC

KARMA FIELDING
597 N 1100 E
SHELLEY ID 83274

C KEITH FIELDING
597 N 1100 E
SHELLEY ID 83274

RECEIVED
JUN 28 2005
Department of Water Resources
Eastern Region

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
2. Describe the changes you wish to make in the proposed recommendation:
3. Give a brief explanation as to why you disagree with these portions:

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

DATE:

June 28-05

SIGNATURE:

Keith Fielding

Please print your name:

Keith Fielding

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161

SCANNED
DEC 27 2005
PROFILED

RECEIVED
JUL 12 2005
By

6/28
KMT

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CHANGE IN ADDRESS

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.
(Please print or type)

[] Water Right Number(s): 27-7017
27-13A
27-2091
27-4AC

[] Name(s): Arvel W. Fielding

[] Old Mailing Address: 1115 E. 1200 N.
Shelley, ID 83274

[] New Mailing Address: A. W. Fielding Farms
780 Stewart Hill Drive
River Heights, Utah 84321

Telephone Number: (435) 752 - 9284

[] Signature(s) of Owner(s) 

Representative Gladys Ann Atwood - Cristel Handly
(Include your title if on behalf of company or organization) Helen Ashcraft

Date: April 12, 2005



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

8 March 2005

Keith Fielding
597 North 1100 East
Shelley, ID 83274

RE: Snake River Basin Adjudication (SRBA)
Claim 27-4AC and 27-13A

COPY

Subject: EVIDENCE OF PRIORITY

RESPONSE DATE: 25 March 2005

Dear Claimants:

Thank you for calling our office concerning evidence for the two referenced claims. I have prepared a timeline listing the documents we have received concerning evidence of priority. Please review this timeline and pay specific attention to the notes for each document.

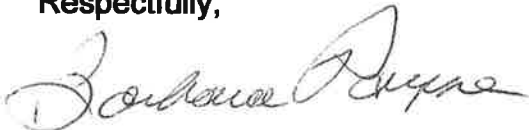
One of the documents cites a portion of the claimed POU as being transferred from Tew to Arvel Fielding. However, no documents have been submitted that provide evidence prior to Tew's ownership. If Tew owned the balance of the claimed POU, when did he obtain ownership and when did he transfer it to Arvel Fielding?

Several of the documents mention shares in various irrigation companies. These are only carrying ditches and do not have any rights to water by themselves.

The important water document is the Warranty Deed dated January 30, 1959 from Ball to Tew that includes 100 miner's inches. No evidence has been provided that proves Ball had the water to sell to Tew. The other question in connection with this document is the location of the acres sold. They are NOT within the claimed POU. This water could have been transferred from T3S, R36E, Sections 3 and 4 to the claimed POU in T2S, R37E, Section 1. However, no transfer has been submitted nor found.

This office must receive the missing documentation by the date shown above. If no response is received, then your claim to water will not be recommended to be decreed. If you have any questions, please feel free to contact me at the Soda Springs Satellite office at 547-3993.

Respectfully,

A handwritten signature in cursive script, appearing to read "Barbara Payne".

Barbara Payne

Enclosure: Timeline



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

4 March 2005

Keith Fielding
597 North 1100 East
Shelley, ID 83274

COPY

Re: Snake River Basin Adjudication (SRBA)
Claim 27-4AC and 27-13A

Subject: OWNERSHIP CHANGE & EVIDENCE OF PRIORITY

Response Date: 25 March 2005

Dear Claimant(s):

We have received a copy of the death certificate for Arvel Fielding, who filed water claims in the 1990s. We have also been furnished multiple documents supporting the priority date. In order to proceed with the recommendation, there are two items that are still missing.

One of the documents furnished is a Warranty Deed dated January 30, 1959 from William & Verla Ball to Warren Tew for 100 miner's inches of decreed Blackfoot River water with a priority date of July 1, 1870. However, we have received no documents that support that Mr. Ball had the water to sell, nor to whom Mr. Tew sold the water to. In order to apply this priority date to Claim 27-13A, documentation supporting the water transfers need to be provided from the priority date to present.

Also in order to change the name of the water claims, please complete the enclosed Notice of Change in Water Right Ownership and return it to our office.

Please feel free to call me at 547-3993 if you have any questions.

Respectfully,

Barbara Payne

Enclosure:

Ownership Change Form

OCT 28-04

Dear Cindy.

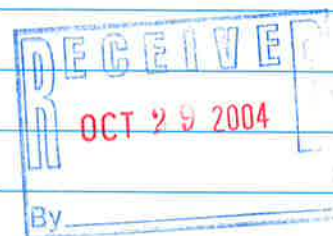
The letter that was sent by the state was to my father who is Deceased Nov 02-02.

I received the letter mid Sept, I called and talked to one of your assistants a couple of times. enclosed is a copy of the Death Certificate and paper filed as to owner ship of land and water.

Thank you
Keith Fielding

Keith Fielding
597 N 1100 E
SHelley ID 83274

208 346 6211





Close

From: Crabtree, Jennifer
To: Payne, Barbara
Cc:
Subject: RE: Arvel Fielding Claim 27-4AC and 27-13A
Sent: 10/26/2004 2:36 PM

Importance: Normal

Nothing has come in so far. I've asked Katy to watch for them.

-----Original Message-----

From: Payne, Barbara
Sent: Thursday, October 21, 2004 12:21 PM
To: Crabtree, Jennifer
Subject: Arvel Fielding Claim 27-4AC and 27-13A

Hi Jen,

In trying to locate this claimant, we have discovered that he died. His son, Keith Fielding, is purchasing the property from his father's estate. There is a note in the file that he was going to take the warranty deeds and death certidiate to IF. The note is dated 9/13/2004.

Can you please check to see if anything has arrived in your office? If so, can you please snail mail it to us.

Thanks.

Barbara :-}



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

13 October 2004

Arvel W. Fielding
1115 East 1200 North
Shelley, ID 83274

COPY

RE: Snake River Basin Adjudication (SRBA)
Claim 27-13A

Subject: Ownership documentation

RESPONSE DATE: 3 November 2004

Dear Claimants:

The Department of Water Resources is currently investing water right claims in Basin 27. IDWR's information indicates that your water right claim is based on a water right decreed in *Stevens v. Eastern Idaho Water Co.*, Judgment Book 1, pp 106-117 (Bingham County, Idaho August 1, 1891) to Henry Dunn. This water right was decreed with a July 1, 1870, priority date.

In order to make a complete and accurate recommendation of your water right, each element of the water right must be proven. The Department needs information that shows you are a successor to the original water right. This could be established through deeds or other conveyance documents that show you own a portion of the original water right. I am enclosing a copy of our pamphlet "Evidence of Priority" to guide you to sources that may constitute proof of the priority date of your water right.

This office must receive your response by the date shown above. If no response is received, then your claim to water will not be recommended to be decreed. If you have any questions, please feel free to contact me at the Soda Springs Satellite office at 547-3993.

Respectfully,

Barbara Payne

put this in 27-HAC
— some owner change.

Enclosure



STATE OF IDAHO

OFFICE OF THE ATTORNEY GENERAL

LAWRENCE G. WASDEN

July 29, 2004

RE: *SRBA Claim to Decreed Water Right No. 27-4*

Dear Claimant:

I am the Deputy Attorney General assigned to represent the Idaho Department of Water Resources (IDWR or the "Department") in Basin 27 in the Snake River Basin Adjudication.

The Department of Water Resources is currently investigating water right claims in Basin 27. IDWR information indicates that your water right claim is based on a water right decreed in *Stevens v. Eastern Idaho Water Co.*, Judgment Book 1, pp. 106-117 (Bingham County, Idaho August 1, 1891) to P.B Fox, William Howard, A. Whitten, Susan Whitten and Calvin Mill. This water right was decreed for 1500 inches (30.0 cfs) with a June 1, 1885, priority date. This water right was numbered sometime after the decree by IDWR as water right no. 27-4.

The Department has received multiple claims to this water right. In order to make a complete and accurate recommendation of your water right, each element of the water right must be proven. The Department needs information that shows you are a successor to the original water right which means that you will need to provide warranty deeds or other documents dating back to Howard Whitten, Susan Whitten or P.B. Fox that show a chain of title conveying the water right to you.

Please provide this information by August 20, 2004, to Cindy Bird at the Soda Springs Office for the Idaho Department of Water Resources. IF YOU DO NOT PROVIDE THIS INFORMATION YOUR WATER RIGHT WILL BE DISALLOWED. You can contact her at 208-547-3993. If you have any further questions regarding this matter, you can contact Cindy or you can contact me directly at 208-327-5404.

Very truly yours,

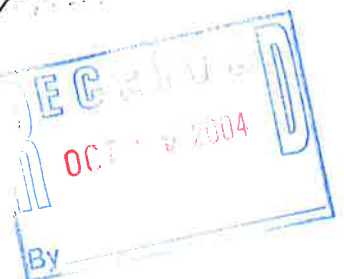
Candice McHugh

CANDICE M. McHUGH
Deputy Attorney General

Idaho Department of Water Resources

cc: electronically
Cindy Bird, IDWR

Natural Resources Division - Water Resources Unit
1301 North Orchard St., Boise, Idaho 83706-2237
Telephone: (208) 327-7920; Legal FAX: (208) 327-7866
Adjudication FAX: (208) 327-5400





STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
LAWRENCE G. WASDEN

November 6, 2003

Arvel Fielding
1115 East 1200 North
Shelley, ID 83274

Re: Claim No. 27-4AC

Dear Mr. Fielding:

I am the Deputy Attorney General assigned to represent the Idaho Department of Water Resources in Basin 27 in the Snake River Basin Adjudication.

In order to make a complete and accurate recommendation of your water rights, each element of the water right must be proven. At this time, the Department does not have proof of ownership for your claim number referenced above. Please submit deed and proof of your ownership of the water right referenced above to the attention of Vicky Music, IDWR, 1301 N. Orchard, Boise, ID, 83706 Please submit your proof by **November 30, 2003.**

If you have questions regarding this request, please contact Cindy Bird at the Soda Springs Office for the Idaho Department of Water Resources at 208-547-3993 or you can contact me directly at 208-327-7900.

Very truly yours,

SUSAN HAMLIN NYGARD
Deputy Attorney General
Idaho Department of Water Resources

cc: Cindy Bird

WATER CLAIMS BASED ON STEVENS 27-4
Sent to AG's Office 7/14/04

- 27-4N** **Don Esplin**
449 West Locust
Shelley, ID 83274
Mortgage Farm Credit Services and Fielding, 9/14/95
Notice of Change of Water Right Ownership 10/21/1998
Letter IDWR re Change of Water Right Ownership to Fielding 9/22/1998
Letter AG re proof of ownership 11/6/2003
- 27-4AC** **Arvel Fielding**
1115 East 1200 North
Shelley, ID 83274
Deed of Water Right of 50" of 1/6 interest of E.V. Call decreed to Fox & Whitten, 4/10/1964
Letter AG re proof of ownership, 11/6/2003
- 27-10790** **John Hamilton (deceased, wife is Eloise)**
2000 Riverton Road
Blackfoot, ID 83221
Letter IDWR CB re POU 8/12/2003
Postscript to copy of 8/12/2003 letter by Claimant re sending list of Miner's Ditch Water. 10/2/2003
Letter AG to Claimant re proof of ownership 11/6/2003
Letter from Claimant asking for help in reply to AG letter 11/13/2003
Letter IDWR CB to Claimant re evidence of priority 12/9/2003
- 27-10878** **Little Butte Irrigation Co.**
P. O. Box 580
Blackfoot, ID 83221
Letter AG re proof of ownership 11/6/2003
File Note: Field exam by Skip Jones 5/21/04. He resent the 11/6/03 letter
- 27-4AA** **James Marriott**
799 West 200 South
Blackfoot, ID 83221
Notice of Change of Water Right Ownership (Bell to Gundersen) 10/7/1999
Letter IDWR Jennifer Crabtree re Change of Ownership 11/18/1999
Letter AG re proof of ownership 11/6/2003
Copy of Watson Slough Ditch Company Certificate for 26 shares 5/17/2002
Warranty Deed McGovern to Marriott, 6/29/1978
"Letter" Watson Slough Ditch Company re results of research of ditch company records, 11/24/2003
- 27-10728** **Eldro B. Pratt**
486 E. Weeding Lane
Blackfoot, ID 83221
Amended claim in file, 3/3/04
Notice of Change of Water Right, Nauman to Eldro Pratt 1/17/1995
Letter from Jo Thompson to Claimant re ownership change 1/23/1995
Letter IDWR Autumn Jones re address correction, 5/27/1999

Letter IDWR CB re documentation to substantiate water use, 8/12/2003
Letter IDWR CB re Ownership change and change in POD/Source
2/19/2004
Warranty Deed Hansen to Twitchell 5/1/1958

27-4M

Gary L. Pratt

486 E. Weeding Lane
Blackfoot, ID 83221

Letter AG re proof of ownership 11/6/2003

File Note: Claimants claim in. Still need evidence to support the ownership of tis right. On the WR side this claim (4M) was transferred and split to (N,P,Q,R). So the M portion doesn't exist. They are going to go to the Courthouse to find additional evidence and mail it to me.

Adjusted POU map marked. According to Gary this soil is sandy and requires all the water to irrigate and convey down the ditch. 3/3/04. CB

27-4P

Sherman Whitten

315 North 400 East
Blackfoot, ID 83221

Letter AG re proof of ownership 11/6/2003

Warranty Deed Francis Whitten to Sherman Whitten 4/24/2002 (Filing # 512182)

Warranty Deed Francis Whitten to Shermwn Whitten 4/24/2002 (Filing #512183)

Notice of Change in Water Right Ownership Francis Whitten to Sherman Whitten, 11/10/2003

File Note: According to Water Masters Report Sherman is being delivered water from 27-23 not 27-4. CB



Judgment Bl #107

In the District Court of the Fifth Judicial District of the State of Idaho, in and for Bingham County,

Fred S. Stevens et al, Plaintiffs,

vs

Eastern Idaho Water Co, et al., Defendants,

This cause having been heretofore tried by the Court, without a jury, and the Court having made its findings of fact and conclusions of law,

It is now ordered, adjudged and decreed that the following parties are entitled to divert from the Blackfoot River the amount of water herein indicated, and the right of each party dates from the time hereinafter stated and set opposite each name, to wit:—

Fred S. Stevens, July, 6th A.D. 1869. — 138 inches

Henry Dunn, July, 1st A.D. 1870 — 300 inches

N.A. Just and

Emma Just, August, 1st A.D. 1871 — 200 inches

Leon Misslew, July, 1st A.D. 1873 — 200 inches

John Misslew, April, 1st A.D. 1874 — 120 inches

H. R. Lewis, March, 1st A.D. 1875 — 100 inches

Presto Burrell March, 1st A.D. 1876 — 100 inches

William Kirkpatrick May, 1st A.D. 1878 — 100 inches

F.M. Shoemaker April 1st A.D. 1879 — 90 inches

Eastern Idaho Water Co, March, 30th A.D. 1880 — 1800 inches

P.B. Fox, Jr.

William Howard

A. Whitten

Susana C. Whitten

and Calvin Miles

March, 25th A.D. 1880 — 600 inches

Levi Warren, April 1st A.D. 1882, — 50 inches.

Emily Warren, April 1st A.D. 1883 — 106 inches.

Daniel G. Miller, April 1st A.D. 1883 — 100 inches.

Fred S. Stevens, October 1st A.D. 1884 — 140 inches

N.A. Just and

Emma Just April 1st A.D. 1885 — 100 inches.

Leon Misslew, May 1st A.D. 1885 — 300 inches.

Robert Miller, May 1st A.D. 1885 — 150 inches.

P. B. Fox Jr.
 William Howard
 A Whitten
 Susan E Whitten
 Calvin Miles

June 1st A.D. 1885 - 1500 inches

W. W. Ritter

July 23^d A.D. 1885 - 560 inches

Thomas H. Weber

July 23^d A.D. 1885 - 480 inches

James Drew

October 1st A.D. 1885 - 6 inches

Eastern Idaho Water Co. October 1st A.D. 1885 - 1000 inches

H. R. Lewis and

Sarah Lewis } March 1st A.D. 1886 160 inches

James Welch } March 20th A.D. 1886 400 inches

William A. Davidson } April 5th A.D. 1886 352 inches

David S. Morgan } April 5th A.D. 1886 132 inches

William Morgan } April 5th A.D. 1886 100 inches

William A. Downing } April 5th A.D. 1886 120 inches

F. Little } October 4th A.D. 1886 240 inches

Charles S. Burton } October 4th A.D. 1886 240 inches

John Sharp sr. } November 1st A.D. 1886 320 inches

F. W. Jennings } November 1st A.D. 1886 400 inches

Donald Volmer } April 1st A.D. 1887 100 inches

Samuel Borup } April 1st A.D. 1887 50 inches

Jacob Eliason

Caroline Eliason } May 1st A.D. 1889 145 inches

Maylaw O'Fox } December 4th A.D. 1889 640 inches

That the following rights hereinafore set forth, to-wit:
 The right of H. R. Lewis dating from the 1st day of March A.D.
 1875, for 100 inches; the right of W. W. Ritter, dating from the
 23^d day of July A.D. 1885 for 560 inches; the right of Thomas
 H. Weber, dating from the 23^d day of July A.D. 1885 for 480 inches;
 The right of H. R. Lewis and Sarah Lewis dating from the 1st day
 of March, A.D. 1886, for 160 inches; the right of F. Little dating
 from the 4th day of October, A.D. 1886, for 240 inches; the right
 of Charles S. Burton, dating from the 4th day of October, A.D.
 1886, for 240 inches; the right of John Sharp sr, dating
 from the 1st day of November A.D. 1886, for 320 inches
 the right of F. W. Jennings, dating from the 1st day of
 November, A.D. 1886, for 400 inches; the right of Donald
 Volmer, dating from the 1st day of April A.D. 1887 for 100

dating from the 1st day of May A.D. 1889 for 145 inches; and the right of Moylaw O Fox, dating from the 4th day of December A.D. 1889, for 640 inches, shall only extend to the 1st day of July in each year for irrigating purposes, and the said H.R. Lewis, W.H. Ritter, Thomas G. Hibber, Sarah Lewis, F. Little, Charles S. Burton, John Sharp, sr, F.W. Jennings, Donald Polmie, Jacob Eliason, Caroline Eliason, Moylaw O Fox and each and all of them are hereby enjoined from diverting or using in any manner any part of the said water rights aforesaid, after the 1st day of July in each and every year hereafter, for irrigating or any other than domestic purposes.

It is further ordered, adjudged and decreed that the following parties are entitled to divert from the Wolverine Creek a tributary of said Blackfoot River the amount of water herein indicated, and the right of each party dates from the time hereinafter stated, and set opposite each name, to-wit:-

Peter Morris, March 1st, A.D. 1882 - 60 inches.
 Samuel Orr, July 1st, A.D. 1882 - 80 inches.
 Peter Morris, April 1st, A.D. 1887 - 60 inches.
 Saml M. Daylor April 1st A.D. 1888 - 10 inches.

It is further ordered, adjudged and decreed that the following parties are entitled to divert from Cedar Creek a tributary of Blackfoot River the amount of water herein indicated and the right of each party dates from the times hereinafter stated and set opposite each name to-wit:-

George Monroe }
 and John Lyon } April 1st A.D. 1884 - 100 inches.
 Samuel Borup April 1st A.D. 1887 - 50 inches.

It is ordered, adjudged and decreed that George Stealon is entitled to divert from the east fork of Brush Creek, a tributary of Blackfoot River one hundred and twenty-five (125) inches of water, said rights dating from the first day of May A.D. 1888, but the said right shall only extend to the 1st day of July in each year, for irrigating purposes, and the said Stealon is hereby enjoined from diverting or using in any manner any part of the said water right after the 1st day of July in each and every year hereafter for irrigating,

any other than domestic purposes.

It is ordered, adjudged and decreed that the following parties are entitled to divert from Cañon View Creek, a tributary of Blackfoot River, the amount of water herein indicated and the right of each party dates from the time herein after stated and set opposite each name to-wit:

Enoch Hansen - May 1st A.D. 1885 - 150 inches.
James Sharp - October 11th A.D. 1886 - 640 inches.
W.H. Rowe, - October 11th A.D. 1886 - 560 inches.

But these said rights of said Enoch Hansen, James Sharp and W.H. Rowe to waters of Cañon View Creek herein set forth shall only extend to the first day of July in each year, for irrigating purposes, and the said Hansen, Sharp and Rowe, and each and all of them are hereby enjoined from diverting or using in any manner any part of the said water rights after the first day of July in each and every year hereafter for irrigating or any other than domestic purposes.

It is ordered, adjudged and decreed, that the following parties are entitled to divert from Diamond Creek, a tributary of Blackfoot River, the amount of water herein indicated, and the right of each party dates from the time herein after stated, and set opposite each name, to-wit:

James Sharp - October 4th A.D. 1886, 560 inches.
James Little - October 11th A.D. 1886. 560 inches.
Charles Burton - October 11th A.D. 1886. 200 inches.

But these rights of said Sharp, Little and Burton to the waters of Diamond Creek herein set forth, shall only extend to the first day of July in each year, for irrigating purposes, and the said Sharp, Little and Burton, and each and all of them are hereby enjoined from diverting or using in any manner any part of said water rights after the first day of July in each and every year hereafter, for irrigating or any other than domestic purposes.

It is ordered, adjudged and decreed that the following parties are entitled ^{to divert} from Horse Spring Creek a tributary of Blackfoot River, the amount of water herein indicated, and the right of each party dates from the time herein after stated, and set opposite each name, to-wit:

W.H. Riley - October 4th A.D. 1886 - 320 inches.

27-012 Fred S Stevens 138" 7/6/69
 Stevens plot 138" Fred S Bell Boise, Ida.

27-013 Henry Dunn 300" 7/1/1870
 Pump river 100" Orvel Fielding (John Thompson)
 (Shoe maker)
 200" Jim Tarpley 231 acres

27-014 M.A. & Emma Just 200" 8/1/71
 Pump river 200" Reid Bros.

27-016 Leon Misslen 200" 4/1/73
 Hanson Ditch 100" Owen Taylor 28"
 22" Youngs 221 30 acres
 Ditch 50" Henry B. ...

27-017 John Misslen 120" 7/1/1874
 Pump river 120" miners Ditch (5 acre plots) Kennel

27-018 H.R. Lewis 100" 3/1/1875
 covered in Reservoir

27-005 Presto Burrell 100" 3/1/1876
 Pump river 100" Darrel Cook

27-13 ANALYSIS
PREPARED BY C. BIRD
MARCH 31, 2005

This is a continuation from Harold Jones analysis on 27-13A & B faxed to me on February 23, 2005. We requested additional information from Keith Fielding in reference to the 100" claimed under 27-13A to see if the sale was valid. If the sale is valid then there is only 200 inches left for claim 27-13B.

The attached map shows the original Dunn place of use outlined in red. The claimed POU for 27-13B is what is outlined in green. There is only 158 acres under 27-13B that is part of the original place of use.

June 24th, 1910 Henry Dunn sold to Margaret Thompson 100" of the Blackfoot River with a priority date of 7/1/1870 in a water deed. As you can see from the attached Metzger map Margaret Thompson owned the property in T3S, R36E, sections 3 and 4.

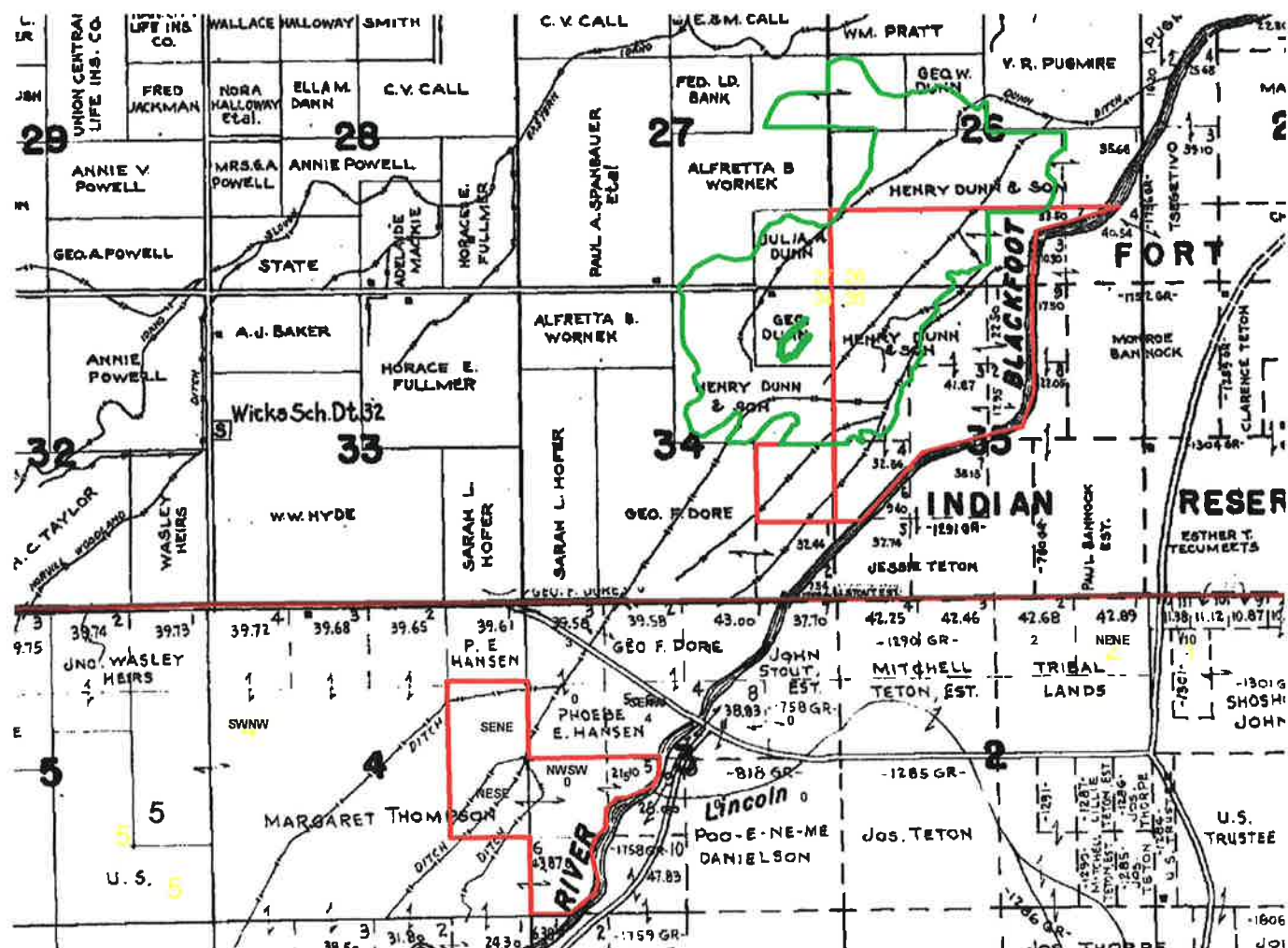
January 30th of 1959, William Ball sells the 100" of Dunn's decreed water to Warren Tew. Then in February of that same year William Ball makes application to the Department for an irrigation well to irrigate a 120 acres in the N1/2SW and SWSW of section 3 and SESE of section 4, all within township 3 south and range 36 east of the Boise Meridian.

Preceding deeds show Warren & Vera Tew together conveying different pieces of land. Then in 1970 Vera Tew sells the piece claimed under 27-13A to Arvel W. & Dorothy Fielding with all ditches and water rights. One would have to assume Warren past away prior to the sale to the Fieldings.

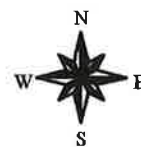
It is my option that the original 100 inches sold to Margaret Thompson is valid and it has been moved to the ground now owned by Keith Fielding. Therefore, there would only be 200 inches left on the piece claimed under 27-13B.

27-13 decree analysis

T2S, R36E AND T3S, R36E



0.7 0 0.7 1.4 Miles



- PLSS Townshioip LinesGcdb_tr.shp
- 27-13a.shp
- 27-13b.shp
- 27-13original.shp
- T03s36e.shp
- PLSS Section LinesSections.shp

1945 Metzker Map
Prepared by: C. Bird
March 31, 2005

27-138 Priority 7-01-1870 (Henry Dunn)
Big Wheel Farms

Document 5.41.0 shows a 40 acre
piece going from USA to Henrietta Johnson (6-22-1917)
in the NWSW (40 acres) of Sec 26 T2S R36E.
This is not a part of the original Henry Dunn
P.O.U. & no specific water rights go with property.
20 acres of this P.O.U. is claimed under 27-138.

Document 5.41.0. (9-21-1917) shows 40 acres in
SWNW Sec 26 T2S R36E going from USA to Henry
Brussenkamp. This is not a part of the original Henry
Dunn P.O.U. & no specific water rights go with the
property. 21 acres of this P.O.U. is claimed under
27-138.

Document 5.62.7 (5-5-1919) shows the NENE of Sec 34
T2S R36E going from Henry Dunn to George Dunn. This is not
a part of the original Henry Dunn P.O.U. under 27-13. 18 acres
of this P.O.U. is claimed under 27-138. No specific water rights
conveyed with the above sale.

Document 7.5.9 (11-30-1935) shows
Henry Brussenkamp selling to Alretta
Brown Wende portions of Sec 34, Sec
27 & Sec 26 T2S R36E. None of
these acres were the original P.O.U. of Henry
Dunn under right 27-13. However the
SENE & SWSW Sec 27 & SWNW Sec 26
T2S R36E included in above sale is
part of P.O.U. claimed under 27-138.

Document 7.5.9.3 (7-26-1936)
100" of Bladefoot Drivewd water (no priority
mentioned) is sold with property in Sec
34 & 35 T2S R36E, of these . . . portions
the NENE Sec 34 & L-3, L-4 & SWNW
Sec 35 T2S R36E was original
P.O.U. of the Henry Dunn property under
27-13. This is a good assumption that
2.0 cfs of 7-01-1870 water went with
this property.

Property Sold to George Dunn

27-13B Priority 7-01-1870 (Henry Dunn)

Document E. 74.4 (4-25-1946) shows
George Dunn selling to Lester Hanson, ground
in sec 26, 27, 34 + 35 T2S R36E.

Included in the above is the S1/4SW1/4 sec 26, E-2 sec 26,
N2S1/2 sec 34, lots 1, 2, 3 + 4, N1/4NW + SW1/4

of sec 35 T2S R36E. This list is all original
P.O.U. for the Henry Dunn right 27-13. water

rights should include the 100" from the sale
in 7-26-1936 (Document 759.3) plus additional
water on the other parcels of original P.O.U.
unfortunately no quantity of water is
mentioned.

(*) This sale is key in the
interpretation as to the split of
right 27-13.

In 1959 (Document 9.5)

William + Viola Ball sell to Larry

Ten 100" inches of the 7-10-1870
water. The deal describes the original

P.O.U. as the portion of Sec 3 + Sec 4

T3S R36E which was a part of

the original Henry Dunn P.O.U.

This is a water right only, in my
interpretation, + I have to assume

the Ball's owned their portion of

Sec 3 + 4 T3S R36E.

If this 100" sale is valid, it
only leaves 200" available for

27-13B.

27-13B Privd / 7-01-1870 (Henry Dunn)

③

I then jump to Document 11.8.3
where Rodt Hansen sells to Jim Tappley

portions of Sec 26, 27, 34 + 35. This includes
portions of the original Henry Dunn Plow. listed
below: Sec 26, L-2 + S¹/₂ S¹/₄

Sec 34, NESE

Sec 35, W¹/₂ NW¹/₄ + Lots 1, 2, 3 + 4

It also includes 247.5 inches of Blackfoot River
water but no priority or priorities are mentioned
and Claimant, Blissland Ranch has interpreted it to

mean 247.5 inches of 7-01-1870 (Henry Dunn) water.

Included in this sale were properties in Sec 26, 27, 34 + 35

Tas R366 which were not original Henry Dunn plow office.

27-13B + 27-13A

(4)

I decided to pro-rate the original
Henry Dunn P.O.U. + re-calculate actual
acres.

Sec 3 - L-5 = 24.4 acres L-6 = 43.4 acres
NWSW = 40 acres

T3S
R36E

Sec 4 - SENE = 40 acres NENE = 40 acres
SESE = 40 acres

Sec 26 - SWSW = 40 acres S2SW = 40 acres
L-2 (SNE) = 33.5 acres

Sec 34 - N2SE = 40 acres

Sec 35 - L-1 (NWN2) = 22.50 acres L-2 (SNE) = 17.95 acres
L-3 (SENE) = 41.87 acres L-4 (NWN2) = 32.86 acres
N1/2NW = 80 acres SWNE = 40 acres

T2S
R
36E

Total is 616.48 acres with 300"
of 7-01-1810 water or

0.486 cfs/acre

Conclusions 27-13B + 27-13A

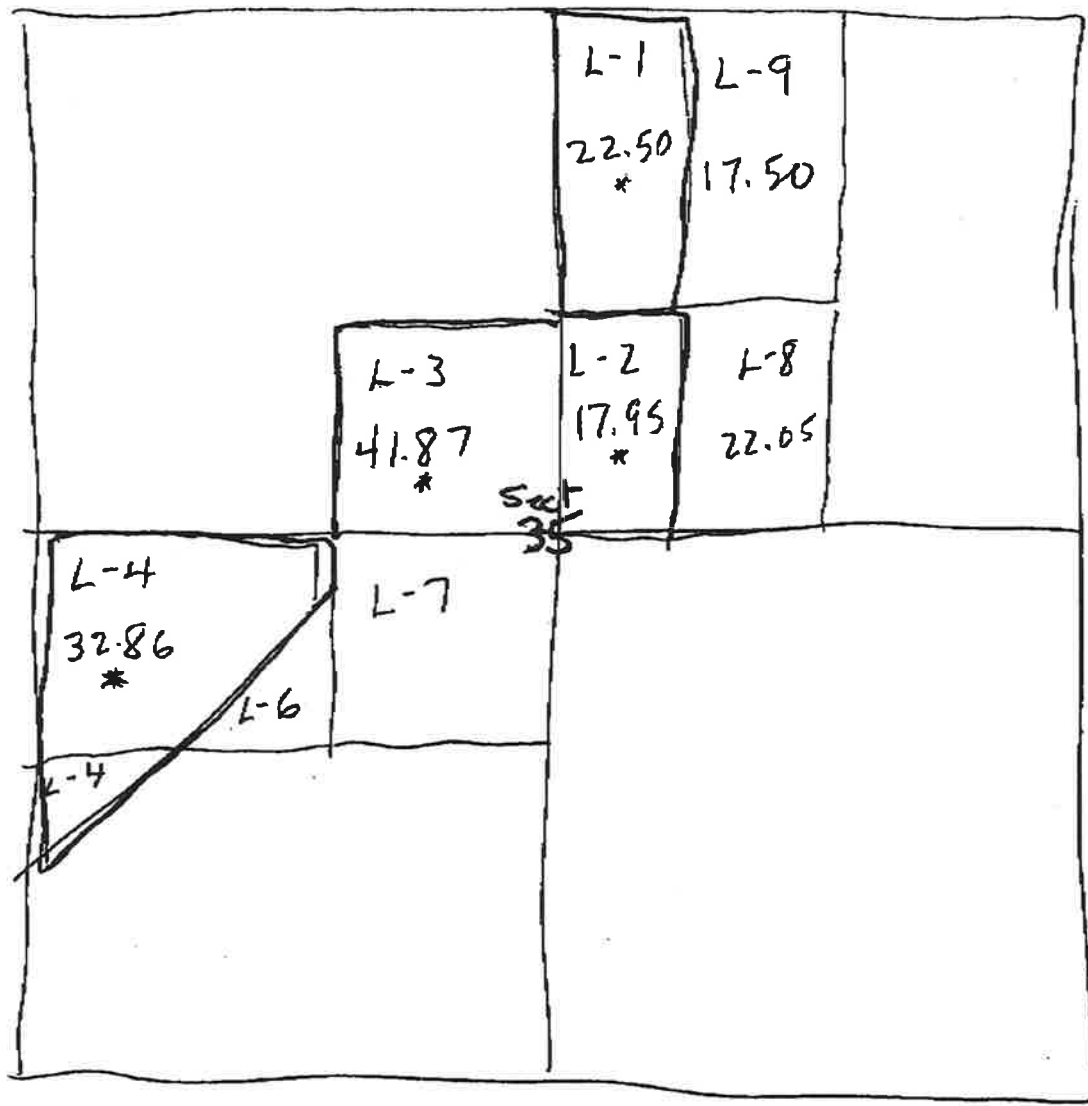
(5)

Successor to claimant Arnel Fielding needs to be contacted to see if documents of ownership for original P.O.U. in Sec 3 + 4 can be shown for

William Ball or his immediate predecessor. This document should predate document 8.7.4.4 (4-25-1946) so it validates an amount of 100% on said property in Sec 3 + 4.

On a straight pro-ration of 0.48 cfs/acre, the 227.8 acres of original P.O.U. in Sec 3 + 4 T35 R36E yields 110.7 inches of water.

If this documentation can be had then it should be 2.00 cfs for 27-13A + 4.00 cfs for 27-13B.



T
2S
R 36E

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	27-4	AC			
	27-13	A			

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Arvel W. Fielding

1115 E 1200 N, Shelley, ID

4. New Owner/Claimant(s)

Keith H Fielding and/or Karma Fielding

Name Connector (Check one): ☒ and, ☐ or, ☐ and/or

New Mailing Address

597 N 1100 E

City, State and ZIP Code

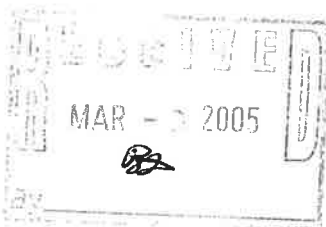
SHelley Id 83274

New Telephone Number

208 346 6211

5. Date you acquired the property

26 July 2003



6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Keith H. Zindler
Karna S. Shilling

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by _____ AJ Date _____ WR _____ Date _____

APR 1 2005

WARRANTY DECLARATION

1904

3

Dial also has a variety of other products available at its stores.

STATE OF IDAHO

County of

...the ...

6'clock **At 11:30** **AM, this** **day**

office, and buy another in Book.....

11 Page

Ex-Officio Readers:

Deputy:

Mail to

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

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21

Ronald H Fielding
99 Proffers Avenue
Burlington

2000

10-25-68 11:20 AM
10-25-68 11:20 AM

My Commission Expires

1. The Government of the Republic of Armenia has the honor to inform you that the Government of the Republic of Armenia has decided to grant the Republic of Armenia the status of a friendly state to the Republic of Armenia.

ARL M. GALT and HELEN DORRIS, in June
known to the person whose name is the
known to the person whose name is the

RESEARCH

RESEARCH

Handwritten signature

REMARKS:

Figure 1. The effect of the number of trials on the number of correct responses. The number of correct responses was significantly higher than the number of incorrect responses for all groups. The number of correct responses was significantly higher than the number of incorrect responses for all groups. The number of correct responses was significantly higher than the number of incorrect responses for all groups.

Journal of Management Education 30(6)p.789-800

[illegible]

...the fact of the matter is that the only way to get the most out of the system is to use it in a way that is consistent with the principles of the system. This means that you must use the system in a way that is consistent with the principles of the system. This means that you must use the system in a way that is consistent with the principles of the system.

1993

and other valuable considerations

State of Idaho

ARVET M. FIELDING and HELEN DOROTHY FIELDING, husband and wife

219018

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TIMELINE

27-13A (Priority Date 7/1/1870: Henry Dunn)

POU: T2S, R37E, Sec. 1, SWNE, SENE, NESW, NWSW, NESE, NWSE

27-4AC (Priority Date 6/1/1885: Fox, et al)

POU: T2S, R37E, Sec. 1, SWNE, SENE, NESW, NWSW, NESE, NWSE

8/15/1934

Warranty Feed, Fred Ostlund to William A. Ball
Bingham County, L.E. Younie Plat, Lot 49
4 shares Miners Ditch Co.
Recorded #17408

NOTE: Miners Ditch is ONLY a carrying ditch. It has no water rights.

8/20/1936

Warranty Deed, John Millick to William A. Ball
T3S, R35E, Sec. 5, E1/2E1/2SE
Ditches and water rights
37" represented by fractional shares in Blackfoot
Irrigation Co. and West Branch Blackfoot Irrigation Co.
37 shares in West Side Ditch Co.
Recorded Book 56, No. 10357

**NOTE: This acres cited are not within the claimed POU. The shares are from
carrying ditches that have no water rights.**

4/5/1951

Warranty Deed, Lavon & Ilewe Elison to William A. Ball
City of Blackfoot, South Broadway Plat, First
Supplement, Lots 42 and 43
Ditches and water rights
1 share Miners Ditch Company
No recording information

NOTE: These acres, are within T3S, R35E, and not within the claimed POU.

Unknown

Assignment of Agreement of Sale, Earl & Beth Tew to
Arvel & Dorothy Fielding
Transfers Agreement of Sale dated 12/20/1958
T2S, R37E, Sec. 1, E1/2, part of
T1S, R37E, Sec. 36, part of
No recording information

NOTE: Where did Tew acquire the land to sell to Fielding?

1/30/1959

Warranty Deed, William & Verla Ball to Warren Tew
100 miner's inches or 2 cfs of Blackfoot River 300"
decreed with priority date 7/1/1870 (Henry Dunn)
To rigate:
T3S, R36E, Sec. 3, Lots 5 and 6, NWSW
T3S, R36E, Sec. 4, SESE
Recorded Book 101, page 135

**NOTE: The acres sited in this document are NOT within the claimed POU. The
POU could have been changed by a Transfer but no
transfer has been submitted or found.**

No evidence presented as to how William Ball acquired the 100 miner's inches.

3/27/1970 Warranty Deed, Vera Tew, Trustee to Arvel W. & Dorothy Fielding
T2S, R37E, Sec. 1, Lots 3 and 4, S1/2NW,
T2S, R37E, Sec. 1, N1/2SW north of road
T1S, R37E, Sec. 36, SW, part of
All ditch and water rights
Recorded # (unreadable)

NOTE: Possible Deed transferring the acres mentioned in the Assignment of Agreement

3/15/1972 Deed, Vera Tew, to Arvel Fielding
T2S, R37E, Sec. 1, E1/2, north of road
T1S, R37E, Sec. 36, part of
No recording information

NOTE: Possible Deed transferring the acres mentioned in the Assignment of Agreement

11/29/1976 Corrected Deed, Arvel and Helen Fielding to A. W. Fielding Farms, Ltd
T1S, R38E, Sec. 6, NW, part of
T1S, R37E, Sec. 1, NESENE
All sprinkling pipe
Recorded #224899

NOTE: The acres cited are not within the claimed POU.

10/31/1977 Quitclaim Deed, Earl Tew to Arvel & Helen Fielding
T1S, R37E, Sec. 36, old well located in N of the S Qtr
All ditch and water rights, all well water rights and filings and certificates
Recorded #231297

NOTE: The acres cited are not within the claimed POU.

11/12/2002 Certificate of Death, Arvel Willis Fielding

7/26/2003 Warranty Deed, A. W. Fielding Farms, Ltd. To Charles & Karma Fielding
T1S, R37E, Sec. 36, S1/2, part of, 221.86 acres
T2S, R37E, Sec. 1, E1/2, part of
Recorded #530176

NOTE: Only a portion of these acres could be in the claimed POU.

3/8/05/bjp

THIS INDENTURE, made the 8th day of December in the year of our Lord one thousand nine hundred and Twenty-two between

Elbert V. Call and Hannah L. Call, husband and wife, of the County of Bingham and State of Idaho, the parties of the first part, and

P. G. Johnston of the County of Bingham and State of Idaho, the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar, and other valuable considerations, Dollars; lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quitclaim unto the said party of the second part, and to his heirs and assigns, all the certain lot, piece, or parcel

of land situated in the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit:

that certain water right as follows: Being a water right in Blackfoot River, Bingham County, Idaho, and Fifty (50) inches of the one-sixth interest of the said parties of the first part in the decree of 1500 inches of the waters of Blackfoot River to P. B. Fox, Jr., William Howard, A. Whitten, Susan E. Whitten and Calvin Miles, dating from June 1st, 1885, by the District Court of Bingham County, State of Idaho, in an action wherein Fred S. Stevens et al. were plaintiffs and Eastern Idaho Water Company et al. were defendants, dated August 1, 1891, and entered in Judgment Book 1, at pages 107 to 116 of the records of said Court.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances unto the said party of the second part, and to his heirs and assigns forever. IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of	Elbert V. Call	[SEAL]
John W. Jones	Hannah L. Call	[SEAL]
		[SEAL]
		[SEAL]

STATE OF IDAHO,)
County of Bingham.) ss.

I DO HEREBY CERTIFY that on this 8th day of December, in the year of 1922, before me John W. Jones, a Notary Public, in and for the State of Idaho, personally appeared Elbert V. Call and Hannah L. Call, 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 at Blackfoot, in Bingham County, Idaho, the day and year first above written.
John W. Jones.
Notary Public for the State of Idaho
residing at Blackfoot, Idaho.

Recorded at request of Peter G. Johnston Jan. 4, 1923 at 2:40 P. M.
Recorder's Fees, \$ 1.00
F. M. Fisher Recorder.
By Elizabeth Rodgers Deputy Recorder.



maybe some or 6.12.5

SHERIFF'S OFFICE

ss

County of Bingham

On this 9th day of June, A.D. 1924, before me H. A. Benson, Clerk of the District Court in and for said County and State, personally appeared A.B. Stephens, Sheriff of the County of Bingham, State of Idaho, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that he, as such Sheriff aforesaid, executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Seal

H. A. Benson, Clerk of the District Court.

Recorded at request of J. H. Early

June 10, 1924

at 3:05 p.m.

Deputy

H. A. Benson, Recorder

No. 2137

This Indenture, made the 24th day of March, in the year of our Lord One Thousand Nine Hundred Twenty-four, between Peter G. Johnston of Blackfoot, County of Bingham, State of Idaho, the party of the first part, and Flora H. Johnston, wife of said Peter G. Johnston, of Blackfoot, Bingham County, State of Idaho, the party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the love and affection which the said party of the first part has and bears unto the said party of the second part, and for the purpose of making her a gift and also for the better maintenance, support, protection, and livelihood of the said party of the second part, does by these presents give, grant, convey, alien and confirm unto the said party of the second part and to her heirs and assigns forever all that certain real estate, situate and lying in the City of Blackfoot, County of Bingham, State of Idaho, and bounded and described as follows:

The Lot numbered three (3) in Block numbered one (1) in Kimball's addition to the City of Blackfoot, Bingham County, Idaho, according to the recorded plat thereof.

Together with all ditches, ditch rights-of-way and water rights thereto appertaining and belonging, and the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold all and singular the said premises, together with the appurtenances unto the said party of the second part, her heirs and assigns forever. To hold and enjoy, all and singular the same, and every part thereof, as and for her separate estate, especially relinquishing for himself and his heirs all right or claim to the same, or any part thereof, as community property, so that the same may be held by her as separate, and not in any respect as community property.

In witness whereof, the said party of the first part has hereunto set his hand the day and year first above written.

STATE OF IDAHO

ss

Peter G. Johnston

COUNTY OF BINGHAM

I do hereby certify that on this 24th day of March, in the year of 1924, before me, John . Jones, a Notary Public in and for the State of Idaho, personally appeared Peter G. Johnston known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal at Blackfoot Idaho, the day and year in this certificate first above written.



to show Relationship

5
Eith
Elsie M. Beasley (SEAL)

STATE OF IDAHO,
SS.
COUNTY OF BINGHAM.

I DO HEREBY CERTIFY: That on this 13th day of November, in the year of 1934, before me, John W. Jones, a Notary Public commissioned in and for the State of Idaho, personally appeared Elsie M. Beasley, a widow, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she 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.

Maurine C. White Notary Public for
the State of Idaho.
Residing at Blackfoot, Idaho.

SEAL

My commission expires: July 17, 1937.

Recorded at the request of Orla G. Beasley, Nov. 30, 1934, at 3:39 P. M.

By *Laura Miller* Deputy P. B. Dance, Recorder.
bb-
No. 17408

FRED OSTLUND TO WILLIAM A. BALL
WARRANTY DEED

THIS INDENTURE, Made this fifteenth day of August in the year of our Lord One Thousand Nine Hundred and thirty-four, between Fred Ostlund, a widower of the City of Anaconda, County of Deer Lodge, State of Montana the party of the first part, and William A. Ball of Blackfoot, County of Bingham, State of Idaho the party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One dollar and other valuables of consideration Dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to his heirs and assigns forever: All that certain piece of land situate, lying and being in the County of Bingham State of Idaho, bounded and more particularly described as follows, to-wit:

Lot No. forty-nine (49) in The L. E. Younie Plat, Bingham County, State of Idaho, as the same appears of record in the records of said County, also 4 shares of the capital stock of the Miners Ditch Company, a corporation.

This deed is given subject to any and all delinquent or current taxes on the above described land.

\$1.00 I. R. S. Attached & Cancelled

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said party of the second part, and to his heirs and assigns forever. And the said party of the first part, and its successors the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against the said party of the first part, and its successors and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF Fred Ostlund (SEAL)



WARRANTY DEED

Leith

No. 10357

Book No.

JWJ

THIS INDENTURE, Made the 20th day of August, in the year of our Lord one thousand nine hundred and thirty-six, between John C. Millick a widower,

of the county of Bingham ~~XXX~~ State of Idaho, the part y of the first part, and

William A. Ball,

of the County of Bingham ~~XXX~~ State of Idaho, the part y of the second part,

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of Four Thousand & no/100- - - -

DOLLARS,

lawful money of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged

does by these presents grant, sell, bargain and convey and confirm unto the said part y of the second part, and to his

heirs and assigns forever, all the certain lot, piece or parcel of land situate, lying and being in the, County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

The East Half of the East Half of the Southeast quarter of Section Five, in Township Three South of Range Thirty-five, East of the Boise Meridian, in Idaho,

Together with the ditches and water rights thereunto belonging, and particularly 37 inches of water represented by fractional share in the Blackfoot Irrigation Company, and like fractional share in West Branch Blackfoot Irrigation Company, and 37 shares of stock in the West Side Ditch Company.

(Subject to the taxes for the year 1936, which the grantee assumes and agrees to pay.)

\$4.00 I.R.S. attached and cancelled.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof

TO HAVE AND TO HOLD, All and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said part y of the second part, and to his heirs and assigns forever, and the said part y of the first part, and his heirs, and the said premises in a quiet and peaceable possession of the said part y of the second part, his heirs and assigns, against the said part y of the first part and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant by these presents forever defend.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

John C. Millick

[SEAL]

John W. Jones

[SEAL]

[SEAL]

[SEAL]

STATE OF IDAHO, }
COUNTY OF Bingham } ss.

I DO HEREBY CERTIFY, That on this 20th day of August, in the year 1936, before me, John W. Jones, a Notary Public, in and for the State of Idaho, personally appeared John C. Millick, a widower

known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Blackfoot in Bingham County, Idaho the day and year first above written.

My commission expires July 17, 1937. SEAL

John W. Jones
Notary Public for the State of Idaho

Residing at Blackfoot, Idaho

Recorded at the request of The Bingham Title & Trust Co. December 5, 1936 at 11:09 A. M.

DEC 7 1936
OCT 29 1936

NO. 37705

WARRANTY DEED

THIS INDENTURE, Made this 19th day of February, in the year of our Lord one thousand nine hundred and forty-three, between Flora H. Johnston, a widow, of Blackfoot

County of Bingham State of Idaho, the part y.
of the first part, and J. Dewey Robertson and Irene Robertson, his wife
of Ogden County of Weber State of Utah, the part ies.
of the second part:

WITNESSETH, That the said part y. of the first part, for and in consideration of the sum of Twelve Thousand Four Hundred and Fifty DOLLARS,

lawful money of the United States of America, to her, in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do, grant, bargain, sell, convey and confirm, unto the said parties of the second part, and to their heirs and assigns forever, all the following described real estate, situated in Bingham County, State of Idaho, to-wit: All of that portion of Lot 3, in Section 10, in Township 3 South of Range 35 East of the Boise Meridian in Idaho, as follows: bounded on the end by a slough from which the Miners' ditch makes its head; on the East by the North and South center line of said Section 10; and on the South and West by Blackfoot River, containing 22.17 acres, more or less, together with the ditches and water rights for the irrigation thereof; Also beginning at a point 2640 feet West of the East quarter corner of said Section 10, and running thence North 525 feet; thence North 43 deg. 58' West 495 feet; thence North 51 deg. 42' West 318 feet; thence South 38 deg. 18' West 425 feet; thence South 25 deg. 12' West 820 feet; thence North 71 deg. 20' East 520 feet; thence North 68 deg. 51' East 153 feet; thence South 84 deg. 22' East 359 feet; thence South 29 deg. 15' East 127 feet; thence South 9 deg. 15' West 255 feet; thence South 74 deg. 20' East 195 feet; thence North 212 feet to the point of beginning, together with a strip of land 207 feet by 520 feet between the meander line and Blackfoot River, measured separately, containing 18.83 acres, more or less. Together with all ditches and water rights thereunto appertaining and belonging. Also beginning at a point South 38 deg. 57' East and 1651 feet distant from the Northwest corner of said Section 10, and running thence South 51 deg. 42' East 316.7 feet; thence South 38 deg. 18' West 1088 feet; thence North 71 deg. 32' West 389 feet; thence North 38 deg. 18' East 1220 feet; thence South 51 deg. 42' East 50 feet to the place of beginning, containing 9.72 acres, more or less. Together with the ditches and water rights thereunto belonging. And also beginning at a point 525 feet north of the center of said Section 10, and running thence North to the extended South line of Kimball Addition to the City of Blackfoot, Idaho, a distance of 100 feet; thence North 51 deg. 42' West along the South line of said Addition 427 feet; thence South 43 deg. 58' East 495 feet to the place of beginning, containing 0.40 of an acre, together with the ditches and water rights thereto belonging. And also beginning at a point South 53 deg. 6' East and 1927 feet distant from the Northwest corner of said Section 10; and running thence South 51 deg. 42' East 668.5 feet; thence South 38 deg. 18' West 412.6 feet; thence South 25 deg. 16' West 821 feet; thence South 38 deg. 18' West 270 feet; thence North 51 deg. 42' West 185 feet; thence North 53 deg. 30' West 669 feet; thence North 38 deg. 18' East 1500.6 feet to the place of beginning, containing 25.73 acres, more or less. Together with the ditches and water rights thereunto belonging, and all of the ditches, ditch rights of way and water rights of the first party however acquired belonging to and appurtenant to the lands herein described.

\$13.75 I.R.S. ATTACHED AND CANCELLED.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part y. of the first part.

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto the said parties of the second part and to their heirs and assigns forever, and the said part y. of the first part and her heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, and against the said part y. of the first part, her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said part y. of the first part has hereunto set her hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the Presence of
John W. Jones

Flora H. Johnston (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF IDAHO,

ss.

County of Bingham

On this 19th day of February, in the year 1943, before me John W. Jones, a Notary Public in and for said State, personally appeared Flora H. Johnston, a widow, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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.

SEAL

John W. Jones
Notary Public for the State of Idaho,
Residing at Blackfoot, Idaho.

My commission expires July 17, 1945.

Recorded at the request of J. Dewey Robertson on February 19, 1943 at 1:00 P.M. E.
Recorder's Fees, \$ 2.20

By Jno. H. Falk, Recorder.
dp J. N. Goodwin, Deputy.

MAR 23 2005

DEED RECORD, BINGHAM COUNTY

WARRANTY DEED

No. 20345

THIS INDENTURE, Made this 5th day of April, in the year of our Lord one thousand nine hundred and fifty-one, between
 LAVON K. ELISON and ILENE G. ELISON, husband and wife,
 of the County of Bingham, State of Idaho, the parties
 of the first part, and
 WILLIAM ARCHIE BAIL,
 of the County of Bingham, State of Idaho, the party
 of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of SIX THOUSAND DOLLARS, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, and to his heirs and assigns, forever, all the following described real estate, situated in Bingham County, State of Idaho, to-wit:

The Lots Forty-two and Forty-three of the First Supplement to South Broadway Plat to the City of Blackfoot, according to the recorded plat thereof.

Together with the ditches and water rights thereunto belonging and appertaining, and particularly one share of stock in Miners Ditch Company, Inc.

Subject to the taxes for the year 1951 upon said premises, which the grantee assumes and agrees to pay.

\$6.60 I.R.S. Attached and cancelled.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part and to his heirs and assigns, forever, and the said parties of the first part and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, and against the said parties of the first part, their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Lavon K. Elison (SEAL)
 Ilene G. Elison (SEAL)

John W. Jones

STATE OF IDAHO)
 : ss.
 County of Bingham)

On this 7th day of April, in the year 1951, before me John W. Jones, a Notary Public in and for said State, personally appeared LAVON K. ELISON and ILENE G. ELISON, husband and wife, known to me to be the persons whose names are subscribed to the within 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.

Seal

John W. Jones, Notary Public for the State
 of Idaho

My commission expires July 17th, 1953.

residing at Blackfoot, Idaho

Recorded at the request of Bingham Title & Trust Co., April 16, 1951 at 2:20 P.M.

Recorder's Fees, \$ 1.50

V. F. Wootton

Recorder.

By
 mgr

Stella C. Thiana
 Deputy



3-1

BOOK

6



ASSIGNMENT OF AGREEMENT OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That EARL H. TEW and BETH J. TEW, husband and wife, of Bingham County, Idaho, hereinafter designated Parties of the First Part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, to them in hand paid by ARVEL W. FIELDING and DOROTHY FIELDING, husband and wife, hereinafter designated parties of the second part, the receipt whereof is hereby acknowledged, have sole and by these presents do sell, and assign and transfer unto the said Parties of the Second Part, a certain agreement of sale in writing, said agreement being dated the 20th. day of December, 1958, executed by Warren S. Tew and Vera H. Tew, his wife, as Vendors therein, and EARL H. TEW and BETH J. TEW, his wife, as Vendees therein, wherein and whereby said Vendors agreed to sell to said Vendees, the said Vendees agreed to buy from said Vendors the following described real property situate in Bingham County, Idaho, to-wit:

All that part of the East Half of Section One (1), in Township Two (2) South, of Range Thirty-seven (37), East of the Boise Meridian, lying North of the County Road.

Also, beginning at the South Quarter Corner of Section Thirty-six (36), in Township One (1) South of Range Thirty-seven (37) East of the Boise Meridian, in Idaho, and running thence North 1320 feet; thence Southeasterly on a direct line to the Northeast corner of Lot Two (2) in Section One (1), Township Two (2) South of Range Thirty-seven (37), East of the Boise Meridian, thence West 1320 feet, more or less, to the point of beginning.

Excepting from the last above described property the following, to-wit:

Beginning at a point which is 290 feet North of the South Quarter Corner of Section Thirty-six (36), Township One (1) South, Range Thirty-seven (37) East Boise Meridian, and running thence East 560 feet; thence North 100 feet; thence West 560 feet; thence South 100 feet to the point of beginning; together with all ditch and water rights belonging to and used upon any of the above described property or any part thereof;

Together with all of the tenements, hereditaments and appurtenances thereto belonging and otherwise appertaining;

TO HAVE AND TO HOLD said agreement of sale and all of first parties' right, title and interest therein and thereto to the second parties, their heirs, executors, administrators and assigns forever.

First parties hereby represent and warrant to the second parties that the

OCT 29 2004

LL

By

William Archie Ball to Warren S Tew
100 inches

WARRANTY DEED

BOOK 101 PAGE 136

THIS INDENTURE, Made this 30th day of January,
in the year of our Lord one thousand nine hundred and fifty-nine between

WILLIAM ARCHIE BALL and VERDA M. BALL, his and his wife,
of the County of Bingham, State of Idaho,
the parties of the first part, and **WARREN S. TEW**,

of the County of Bingham, State of Idaho,
the party of the second part.

WITNESSETH, that the said parties of the first part for and in consideration of the
sum of - - FIVE THOUSAND, FIVE HUNDRED and no 00- - - - - DOLLARS
lawful money of the United States of America,

to them in hand paid by the said
party of the second part, the receipt whereof is hereby acknowledged, have granted,
bargained and sold, by these presents do grant, bargain, sell, convey and confirm unto
the said party of the second part, and to his heirs and assigns forever, all of the
being decreed water rights in Blackfoot River,
following described real estate, situated in the County of

Bingham, State of Idaho, to-wit:

ALL OF THE RIGHT, TITLE AND INTEREST of the first parties
in and to 100 miner's inches, or 2 cubic feet per second, of the
decreed waters of Blackfoot River, acquired by means conveyances
and being a part of the decreed right of Blackfoot River of 300
inches, with date of priority, July 1, 1872, decreed to
Henry Dunn, in that certain action of Fred S. Stevens, et
al, plaintiffs, v. Eastern Idaho Water Company, et al, defendants,
in the District Court of the Fifth Judicial District of the State
of Idaho, in and for Bingham County, Judgment rendered August 1,
1891, the said water rights hereby conveyed having been decreed
to and for the irrigation of Lots Five and Six and the Northwest
quarter of the Southwest quarter of Section Three, and the Southeast
quarter of the Southeast quarter of Section Four, all in Township
Three South, of Range Thirty-six, East of the Boise Meridian, in
Bingham County, Idaho.



1-30-1959

DEED OF WATER RIGHT

THIS INDENTURE made this 10th day of April, 1964 between
J. DEWEY ROBERTSON and IRENE ROBERTSON, husband and wife of Black-
 foot, Bingham County, State of Idaho, the parties of the first part,
 and EARL H. TEW and BETH TEW, husband and wife of Shelley, Bingham
 County, State of Idaho, parties of the second part.

WITNESSETH:

That the said parties of the first part for and in consider-
 ation of the sum of One Thousand Seven Hundred Fifty Dollars, lawful
 money of the United States of America, to them in hand paid by the
 said parties of the second part, the receipt whereof is hereby ac-
 knowledged, do by these presents convey and grant and set over and
 forever quit-claim unto the said parties of the second part, and
 their heirs and assigns that certain water right as decreed in the
 Blackfoot River, in the County of Bingham, State of Idaho, as
 follows:

Fifty (50) inches of the one-sixth interest of E. V.
 Call and Hannah L. Call, husband and wife, in the
 decree of Fifteen Hundred (1500) inches of the waters
 of Blackfoot River as decreed to P. B. Fox, Jr., William
 Howard, A. Whitten, Susan E. Whitten, and Calvin Miles,
 dating from June 1, 1885, by the District Court of
 Bingham County, State of Idaho, in an action wherein
 Fred S. Stevens et al. were plaintiffs and Eastern Idaho
 Water Company et al. were defendants, dated August 1,
 1891, and entered in Judgment Book 1, at Pages 107 to
 116 of the records of said Court.

To have and to hold all and singular the said water rights
 unto the said parties of the second part, and to their heirs and
 assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have
 hereunto set their hands and seals in execution hereof.



J. Dewey Robertson
 J. Dewey Robertson

Irene Robertson
 Irene Robertson

10.5

4-10-1964

STATE OF IDAHO)
 : ss
County of Bingham)

On this 10th day of April, 1964, before me, the undersigned, a Notary Public in and for said State, personally appeared J. DEWEY ROBERTSON and IRENE ROBERTSON, husband and wife, known to me to be the persons whose names are subscribed to the within 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.



Helen Madson
Notary Public for Idaho
Residing at Blackfoot, Idaho

111339

STATE OF IDAHO }
County of Bingham, } ss

I hereby certify that the within instrument was filed for record in this office at the request of.....

Arnel Fielding

on DEC 4 1964

at 20 minutes past 10 o'clock

A.M. and was duly recorded in

VOL. OFFICIAL RECORD

Bingham County Records.

GRACE WILLIAMS
County Recorder

Deputy Recorder

Recorder's fee \$ 1.20



Shelley
1

DEED OF WATER RIGHT

THIS INDENTURE, Made this 9th day of December, 1964,
between EARL H. TEW and BETH TEW, husband and wife, of Shelley,
Bingham County, Idaho, the parties of the first part, and ARVEL W.
FIELDING, a married man, of Shelley, Bingham County, Idaho, as
parties of the second part.

WITNESSETH:

That the said parties of the first part for and in
consideration of the sum of Ten (\$10.00) Dollars, lawful money
of the United States of America, to them in hand paid by the said
party of the second part, the receipt whereof is hereby acknowl-
edged, do by these presents convey and grant and set over and
forever quit-claim unto the said party of the second part, and
his heirs and assigns that certain water right as decreed in the
Blackfoot River, in the County of Bingham, State of Idaho, as
follows:

Fifty (50) inches of the one-sixth interest of E. V.
Call and Hannah L. Call, husband and wife, in the
decree of Fifteen Hundred (1500) inches of the waters
of Blackfoot River as decreed to P. B. Fox, Jr., William
Howard, A. Whitten, Susan E. Whitten, and Calvin Miles,
dating from June 1, 1885, by the District Court of
Bingham County, State of Idaho, in an action wherein
Fred S. Stevens et al. were plaintiffs and Eastern Idaho
Water Company et al. were defendants, dated August 1,
1891, and entered in Judgment Book 1, at Pages 107 to
116 of the records of said Court.

To have and to hold all and singular the said water rights
unto the said party of the second part, and to his heirs and assigns
forever.

IN WITNESS WHEREOF, The said parties of the first part
have hereunto set their hands and seals in execution hereof.



Earl H. Tew
Earl H. Tew

Beth Tew
Beth Tew

10.5.3

12.9-1964

STATE OF IDAHO)
County of Bingham) ss.

On this 16th day of December, 1964, before me, the undersigned, a Notary Public in and for said State, personally appeared EARL H. TEW and BETH TEW, husband and wife, known to me to be the persons whose names are subscribed to the within DEED OF WATER RIGHT, 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.

 (Seal)
Alta G. Huns
Notary Public for Idaho
Residing at Shelley, Idaho
My Comm. expires Oct. 24, 1966

125002

49
BINGHAM COUNTY, IDAHO
CRISTO... ..

'65 JUL 15 AM 9 16

STI... .. NO. 4
FEE 1.20 DEPT. 11
RECORD... .. REQUEST OF
The Bingham Title & Trust Co.

RECEIVED

2005

MAR 20 2005

By

153258

WARRANTY DEED

NO
BINGHAM COUNTY CLERK
STATE OF IDAHO
70 APR 14 PM 2
OFFICE CLOSED BEYOND
FEB 09 7:00 PM
RECEIVED AT REQUEST
BINGHAM TITLE & TRUST

THIS INDENTURE, Made this 27th day of March, 1970, by and between VERA H. TEW, as an Individual, and VERA H. TEW, as Trustee, of Shelley, Bingham County, Idaho, (hereinafter referred to as "Grantor"), and ARVEL W. FIELDING and DOROTHY FIELDING, his wife, of Shelley, Bingham County, Idaho, (hereinafter referred to as "Grantees"),

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS, lawful money of the United States of America, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained and sold, and by these presents, does grant, bargain, sell, convey and confirm unto Grantees forever, all of the following described real property situate in the County of Bingham, State of Idaho, to-wit:

Lots 3 and 4 and the South Half of the Northwest Quarter, and that part of the North Half of the Southwest Quarter lying North of the County Road, in Section 1, Township 2 South, Range 37, East of the Boise Meridian. Also, Commencing at the Southeast Corner of the Southwest Quarter of Section 36, Township 1 South, Range 37, East of the Boise Meridian, and running thence North 2330 feet; thence North 84°14' West 455 feet; thence North 79°30' West 870 feet; thence North 39°15' West 350 feet; thence North 22°35' West 630 feet; thence North 49°25' West 1020 feet, more or less to the West line of said Section 36;

thence South to the Southwest corner of said Section 36; thence East to the point of beginning. Also, Beginning at a point which is 290 feet North of the South Quarter corner of Section 36, Township 1 South, Range 37, East Boise Meridian; thence East 560 feet; thence North 100 feet; thence West 560 feet; thence South 100 feet to the point of beginning.

Together with all ditch and water rights used upon and appurtenant to said premises, including all well water rights and filings and certificates made in connection with said property.

TO HAVE AND TO HOLD, All and singular the above mentioned and described real property unto the Grantees forever.

Grantor shall and will warrant and by these presents, forever defend the said real property in the quiet and peaceable possession of the Grantees against all claims and demands of Grantor and every other person whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal the day and year first above written.

Vera H. Tew L.S.
Vera H. Tew, As an Individual

Vera H. Tew L.S.
Vera H. Tew, As Trustee

THIS INDENTURE, made this 15th day of March, 1972, between VERA H. TEW, a widow,

of _____, County of Bingham, State of Idaho, the party of the first part and ARVEL W. FIELDING, a married man,

County of Bingham, State of Idaho, the party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten and No/100ths _____ Dollars

lawful money of the United States of America, and other good and valuable consideration

to her in hand paid by the party of the second part, the receipt whereof is hereby acknowledged,

has granted, bargained, sold, and by these presents, do grant, bargain, sell and convey and confirm unto

the said party of the second part, and to his heirs and assigns, forever, all the following described

real estate, situated in _____, County of Bingham,

State of Idaho, to-wit:

All that part of the East Half of Section One (1), in Township Two (2) South, Range Thirty-Seven (37), East of the Boise Meridian, lying North of the County Road.

ALSO, commencing at a point 1280 feet West of the Southeast Corner of Section 36, Township 1 South, Range 37, E.B.M., Bingham County, Idaho, and running thence in a Northwesterly direction to a point 640 feet North of the South Quarter Corner of said Section 36, thence South 640 feet to said South Quarter Corner; thence East along the South line of said Section 36 to the point of beginning.

EXCEPTING FROM the last above described property the following, to-wit: beginning at a point which is 290 feet North of the South Quarter Corner of Section Thirty-six (36), Township One (1) South, Range Thirty-seven (37), East Boise Meridian, and running thence East 560 feet; thence North 100 feet; thence West 560 feet; thence South 100 feet to the point of beginning.

Subject to:

1. Taxes for the year 1972 and all subsequent years.
2. Easement to Utah Power and Light Company, recorded May 3, 1957, Miscellaneous Book W, Page No. 122, records of Bingham County, Idaho. Said easement being for power lines.
3. Easement to Utah Power and Light Company, recorded April 17, 1959, Miscellaneous Book Z, Page No. 134, records of Bingham County, Idaho. Said easement being for power lines.
4. Mortgage from Warren S. Tew and Vera H. Tew, husband and wife, to The Connecticut Mutual Life Insurance Company in the amount of \$30,000.00, dated November 10, 1958, recorded December 24, 1958, in Book 103, No. 64087; which mortgage was assumed by the Party of the Second Part.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity of the said party of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the appurtenances unto the party of the second part, and to his heirs and assigns forever. And the said party of the first part, and her heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, and her heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Executed and Delivered in the Presence of

Warren S. Tew
B. Chasen Tew

Vera H. Tew [SEAL]

[SEAL]

[SEAL]

3-15-1972

274539

CORRECTED

1988 LAW. PUB. CO., PORTLAND, ORE.

FORM No. 221 - WARRANTY DEED

THIS DEED IS FOR THE PURPOSE OF CORRECTING INSTRUMENT No. 221213

THE UNDERSIGNED, made this 29th day of November, 1976
 ARVEL W. FIELDING and HELEN DOROTHY FIELDING, husband and wife

Rt. 2, Shelley, County of Bingham, State of Idaho
 the party of the first part and A. W. FIELDING FARMS, LTD.

Rt. 2, Shelley, County of Bingham, State of Idaho
 the party of the second part.

WITNESSETH that the said party of the first part, for and in consideration of the sum of Ten Dollars lawful money of the United States of America and other valuable considerations to party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents, does grant, bargain, sell and convey and confirm unto the said party of the second part, and to party of the second part's heirs and assigns, forever, all the following described real estate situated in the County of Bingham, State of Idaho, to-wit:

Commencing at the Northwest corner of Section Six (6), Township One (1) South, Range Thirty-eight (38), East of the Boise Meridian, in Bingham County, Idaho, and running thence South, on the West line of said Section, 2642 feet; thence running East 1962 feet; thence running North to a point on the North line of said Section 6 which is 1962 feet East of the point of beginning; thence running West on said North line of said Section 6, 1962 feet to the point of beginning. ALSO: the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sect. 1, T. 1 S., Range 37 E.B.M., South of the Railroad.
 Together with all sprinkling pipe now on the property.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the appurtenances unto the party of the second part, and to party of the second part's heirs and assigns forever. And the said party of the first part, and said party of the first part's heirs shall and will warrant and by these presents forever defend the said premises in the quiet and peaceable possession of the said party of the second part, and party of the second part's heirs and assigns, against the said party of the first part, and party of the first part's heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the said party of the first part hereunto has set his hand.

Arvel W. Fielding
Helen Dorothy Fielding

STATE OF IDAHO.

County of Bingham
 On this 29th day of November in the year 1976, before me
 the Undersigned, a Notary Public in and for said State, personally appeared
 Arvel W. Fielding and Helen Dorothy Fielding, husband and wife

known to me to be the person whose name's are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official

(SEAL)

and the day and year in this certificate first above written.

Arvel W. Fielding
 Notary Public for the State of Idaho
 Residing at Rexburg, Idaho
 My Commission Expires: 12-20-78

WARRANTY DEED

(Notary Seal)

STATE OF IDAHO.

County of Bingham
 I hereby certify that this instrument was filed for record at request of

at _____ minutes past _____ of _____ day of _____, 1976, in my Office, and duly entered in Book _____ at page _____

B. Office Recorder

O. Clerk

BINGHAM COUNTY CLERK
 BLACK ROCK, IDAHO
 F. R. 1500 Fee, DEED REC

77 MAY 11 AM 31 30

RECORDED AT THE REQUEST OF
 K. Fielding, Rexburg

221833

TO BE RECORDED IN BOOK
 221833

11-1976

No. _____
QUITCLAIM DEED

TO _____

Dated _____, 19____

STATE OF IDAHO

County of _____ ss.

I hereby certify that this instrument
was filed for record at request of _____

at _____ minutes past
o'clock _____ M., this _____ day of
_____, 19____, in my
"office, and duly entered in Book _____
of _____
at page _____

Ex-Officio Recorder.

By _____ Deputy.

Fees, \$ _____

Mail to _____

Let's Forget Printing & Stationery

STATE OF IDAHO

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

known to me to be the person whose name is subscribed to the within instrument, and acknowledged
to me that he executed the same for the purposes and consideration therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____, 19____.

Maellie J. Becking
Notary Public for the State of Idaho,
Residing at _____ Idaho.
My Commission Expires 12-20-18



QUITCLAIM DEED

231297

THIS INSTRUMENT, made this 31st day of October, 1977, between EARL H. LEW and his wife

Sherley, County of Bingham, State of Idaho, and ARVEL V. FIELDING and HELEN DOROTHY FIELDING, his wife, County of Bingham, State of Idaho, of Route 1, Shelley, Idaho, the part 1st of the first part and the part 2nd of the second part,

WITNESSETH, that the said part 1st of the first part, for and in consideration of the sum of Ten Dollars, and other valuable considerations, and the receipt whereof is hereby acknowledged, do hereby presents, release and forever QUITCLAIM, unto the said part 1st, of the second part, and to their heirs and assigns, forever, all the following described real estate, situated in the County of Bingham, State of Idaho,

All right, title and interest to the use of an old well located North of the South Quarter Corner of Section 36, Township One (1) South, Range 37 East of the Boise Meridian with the right of access to and egress from said well, together with all ditch and water rights used upon and appurtenant to said premises, including all water rights and fillings and certificates made in connection with said property.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof, unto the said part 1st of the first part and the said part 2nd of the first part for and to their heirs and assigns forever.

IN WITNESS WHEREOF, the said part 1st of the first part have hereunto set their hands and seals the day and year first above written.

Executed and Delivered in the Presence of

Earl H. Lew
Arvel V. Fielding
Helen Dorothy Fielding

CERTIFICATE OF VITAL RECORD

STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
BUREAU OF HEALTH POLICY AND VITAL STATISTICS

CERTIFICATE OF DEATH

Date Filed **NOVEMBER 12, 2002**

State File No. **2002-07999**

DECEDENT - NAME ARVEL WILLIS FIELDING				AGE 88 YEARS	
DATE OF DEATH NOV. 02, 2002		SEX MALE	SOCIAL SECURITY NUMBER 519-42-9057	DATE OF BIRTH DEC. 21, 1913	
BIRTH-PLACE IDAHO					
WAS DECEDENT EVER IN U.S. ARMED FORCES? NO	MARITAL STATUS WIDOWED		SURVIVING SPOUSE (If wife, maiden name)		CITY, TOWN OR LOCATION OF DEATH IDAHO FALLS, IDAHO
RESIDENCE STATE IDAHO		CITY, TOWN OR LOCATION SHELLEY			
FATHER - NAME JAMES HENRY FIELDING					BIRTH-PLACE IDAHO
MOTHER - FULL MAIDEN NAME PATSY ELIZA MAYBERRY					BIRTH-PLACE UTAH
NAME AND ADDRESS OF MORTUARY NALDER'S FUNERAL HOME, SHELLEY, IDAHO					
FUNERAL SERVICE LICENSEE CRAIG L. GEARY					
METHOD OF DISPOSITION BURIAL		TIME OF DEATH 7:00 A.M.		MANNER OF DEATH NATURAL	
CAUSE OF DEATH (underlying cause last) a. CONGESTIVE HEART FAILURE					
b. DUE TO (or as a consequence of):					
c. DUE TO (or as a consequence of):					
d. DUE TO (or as a consequence of):					
OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not resulting in the underlying cause given above NONE LISTED					AUTOPSY PERFORMED? NO
NAME OF CERTIFIER STEVEN J. CLINGER, M.D.				TITLE OF CERTIFIER PHYSICIAN	
CORONER REVIEW AREA					
ACTION				NAME	
EXTERNAL CAUSES ONLY					
DATE OF INJURY		HOUR OF INJURY		INJURY AT WORK?	
DESCRIPTION OF HOW INJURY OCCURRED					
PLACE OF INJURY		LOCATION OF INJURY			

RECEIVED

DEC 09 2002

BENEFITS - TN

Approximate Interval Between Onset and Death
1 YEAR

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF HEALTH POLICY AND VITAL STATISTICS.

DATE ISSUED: **NOVEMBER 13, 2002**

This copy is not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

Jane S. Smith
JANE S. SMITH
STATE REGISTRAR

RECEIVED
OCT 29 2004
By _____



11-12-2002

530176



WARRANTY DEED

Dated this 26th day of July, 2003

PARTIES:

Grantor: A.W. Fielding Farms, LTD.

Grantee: Charles Keith Fielding and Karma S. Fielding, Husband and Wife

RECORDED AT THE REQUEST OF
Robert Atwood
PO Box 3657
Logan UT 84323-3657

WITNESSETH:

A.W. Fielding Farms, LTD. grantor, for and in consideration of Ten Dollars and other lawful consideration paid to grantor by grantee, does hereby grant, bargain, sell and convey and confirm unto Charles Keith Fielding and Karma S. Fielding, husband and wife, grantee, whose address is 597 North 1100 East, Shelley, ID 83274, and to grantee's successors and assigns, forever, all of the following described real estate situated in Bingham County, State of Idaho, described as follows:

Part of the South Half of (S 1/2) of Section 36, Township 1 South, Range 37 East of the Boise Meridian, Bingham County, Idaho described as follows:

Beginning at the southeast corner of the property as described in Instrument No. 491581 that is S.89°51'20"E. 144.43 feet along the section line from the Southwest corner of said Section 36 and running thence N.00°01'10"W. 1388.16 feet along the east line of said property as described in Instrument No. 491581; thence S.89°46'21"E. 2713.66 feet; thence N.00°11'09"W. 1156.91 feet; thence S.89°42'13"E. 1229.35 feet to the south side of an existing drainage; thence along said drainage the following fourteen (14) courses: (1) S.25°16'31"E. 45.66 feet thence (2) S.56°34'22"E. 59.83 feet; thence (3) S.73°38'55"E. 56.95 feet; thence (4) S.53°59'28"E. 156.51 feet; thence (5) S.66°58'40"E. 103.05 feet; thence (6) N.76°53'55"E. 317.86 feet; thence (7) N.70°21'06"E. 200.64 feet; thence (8) S.14°09'24"W. 105.70 feet; thence (9) S.21°55'58"E. 56.63 feet; thence (10) S.50°23'45"E. 54.11 feet; thence (11) S.74°50'08"E. 56.13 feet; thence (12) N.77°44'28"E. 57.24 feet; thence (13) S.85°26'06"E. 158.48 feet; thence (14) N.60°53'22"E. 36.82 feet to the east line of said Section 36; thence S.00°11'37"E. 2271.04 feet along said east line to the Southeast corner of said Section 36; thence N.89°51'20"W. 5127.77 feet along the section line to the point of beginning.

7-26-2003

Parcel contains 221.86 acres and is subject to the existing County Road right-of-way along the west side of the above described parcel.

ALSO: All that part of the East Half of Section 1, in Township 2 South, of Range 37 East of the Boise Meridian, lying North of the County Road.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said grantors.

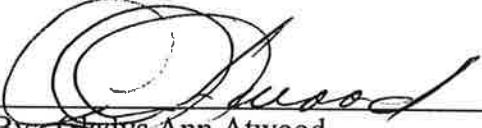
To have and to hold, all and singular the above mentioned and described premises together with the appurtenances unto the grantee, and to grantee's successors and assigns forever. And the said grantor, and said grantor's successors and assigns shall and will warrant and by these presents forever defend the said premises in the quiet and peaceable possession of the said grantee, and grantee's successors and assigns, against the said grantor, and grantor's successors and assigns, and against all and every person and persons whomsoever, lawfully claiming or to claim the same.

In Witness whereof, the said grantors hereunto have set their hand.

A.W. Fielding Farms, LTD.


By: Helen Mary Ashcraft
General Partner & Limited Partner


By: Cristel Handly
General Partner & Limited Partner


By: Gladys Ann Atwood
General Partner & Limited Partner

STATE OF IDAHO)

County of Mason)

On this 26th day of July, 2003, before me, the undersigned notary Public in and for said state, personally appeared Helen Mary Ashcraft, Cristel Handly, and Gladys Ann Atwood known to me or proved to me upon satisfactory evidence, to be the persons whose names are subscribed to the foregoing instrument, who being first duly sworn, declared that they are all the General Partners and Limited Partners of A.W. Fielding Farms, LTD., and that they signed the foregoing document as the General Partners and Limited Partners.

In Witness Wherefore, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Wendy Virgin
Notary Public for Idaho
Residing at FOXBURG
Commission expires: 9-20-2006

530176

Notes

- 3-4-05 Letter to Claimant re ownership change. BT
3-8-05 Sent " timeline. BP
3-8-05 Received ownership change. BT

3/25/05 Mr. Fielding called and he is mailing the information to us today. CB

3-28-05 Keith Fielding called - package coming. Couldn't find transfer. BT
Received same docs. BT

4-12-05 Called Keith re missing doc. BT 346-6211

same POA + POB

27-13A

BT

4-6-05

11-10-03 Letter from AG to claimant 187

Notes

11-13-03 London Following receipt in Alaska
No more to answer the legal for this claim.
He said his father, Anne, died a short time
ago & he is handling some of his affairs. 187

11-18-03 Mr. Fielding phoned he will look
through his fathers papers to try and
find evidence.

9-13-04 Keith Fielding phoned this morning he
is buying the property from his fathers
estate. His father Arvel Fielding has passed
away. His brother-in-law, Robert Atwood is
an Attorney and handling the estate. He
asked if he could take the warranty deeds
& death certificate into Idaho Falls.

10-29-04 Received a copy of the warranty
deeds & death certificate from claimant. 187

Contacts Data Entry Form

Owner Type _____ Full Name _____ Address _____ City _____ State _____ Zip _____ Phone _____
Current Owner: Charles Keith Fielding
Name connector: and X, or _____, and/or X
Current Owner: Karla Karma S. Fielding
Current Owner: _____

Representing Attorney: _____ Phone Number: _____

Accompanied By: _____ Phone Number: _____

Relationship to Claimant: _____

Date of Field Exam: _____ Time: _____

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

Arvel is deceased.
Sold to Charles Keith & Karma Fielding.
3/3/05 sent Keith an ownership ^{change} form.

Reviewer: CB

Date: 3/4/05

Contacts Data Entry Form

JUL 13 2001

Log for claim 27-00004AC

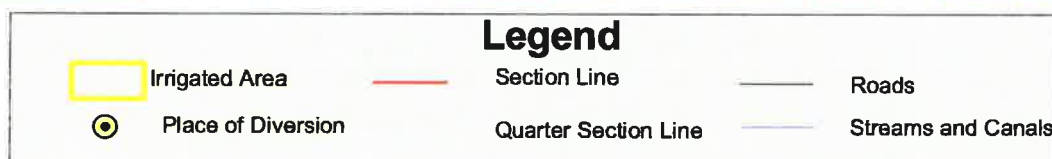
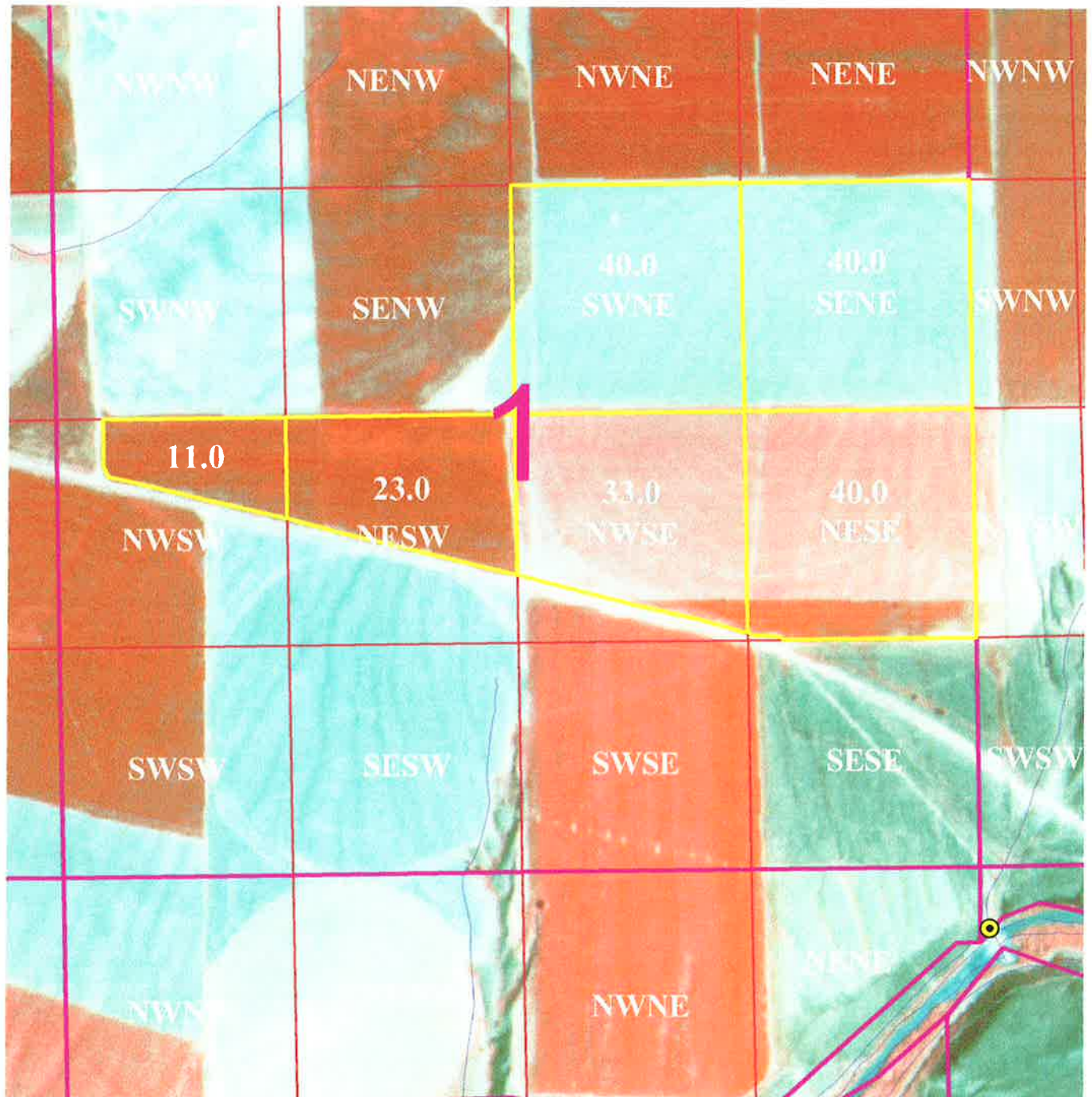
Spatial Dynamics LTD

11/7/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
02s37e	1	SWNE	40	40	
02s37e	1	SENE	40	40	
02s37e	1	NESW	22	23	
02s37e	1	NWSW	13	11	
02s37e	1	NESE	40	40	
02s37e	1	NWSE	36	33	
Totals:			191	187	

11/07/2000

Water Right Claim Numbers 27-00004AC & 27-00013A Townships , 2S38E, 2S37E



AJ5809NP
No. A27-00004AC

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 09/29/00
PAGE: 7

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	ARVEL W FIELDING 1115 E 1200 N SHELLEY ID 83274 (208) 357-7255	06/01/1885	IRRIGATION	04-01 11-01	1.000 CFS	
					TOTAL DIVERSION:	1.000 CFS
					CONSUMPTIVE USE:	573.00 AFA

Water Source: BLACKFOOT RIVER

Tributary to: SNAKE RIVER

Stage: DECREED

Point(s) of Diversion: T02S R38E S07 NWNWNW BINGHAM 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		
02S	37E	1	:			40	40	:					:	22	13			:	40	36			:	191.0
																							TOTAL ACRES	191.0

POU County: BINGHAM

Other Rights: 27-00013A

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
A27-00013A

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

A01-00075Z1 A01-00076Z1 A01-00312Z1 A01-00368Z1 A01-00369Z1 A01-00370Z1 A25-00224Z1 A27-00001 A27-00001A A27-00001B
A27-00002 A27-00002A A27-00002B A27-00003A A27-00003D A27-00003E A27-00004J A27-00004X A27-00004Y A27-00004Z
A27-00005 A27-00005A A27-00005B A27-00013A A27-07002 A27-10191

Remarks: GEN WATERMASTER ED HALL INDICATED THAT CLAIMANT HAVE 100 INCHES
OF 1870 WATER. TRANSFER WITH JOHN THOMPSON, EARL TEWS,
SHOEMACHER, FIELDING

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

Misc: Water District Number: 27 Field Inspection Flag:
Presumption Flag:

Audit: 12/16/92 DCARLSON 03/29/95 POST-STD

POOR ORIGINAL

111339

DEED OF WATER RIGHT

THIS INDENTURE made this 10th day of April, 1964 between J. DEWEY ROBERTSON and IRENE ROBERTSON, husband and wife of Blackfoot, Bingham County, State of Idaho, the parties of the first part, and EARL H. TEW and BETH TEW, husband and wife of Shelley, Bingham County, State of Idaho, parties of the second part.

WITNESSETH:

That the said parties of the first part for and in consideration of the sum of One Thousand Seven Hundred Fifty Dollars, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents convey and grant and set over and forever quit-claim unto the said parties of the second part, and their heirs and assigns that certain water right as decreed in the Blackfoot River, in the County of Bingham, State of Idaho, as follows:

Fifty (50) inches of the one-sixth interest of E. V. Call and Hannah L. Call, husband and wife, in the decree of Fifteen Hundred (1500) inches of the waters of Blackfoot River as decreed to P. B. Fox, Jr., William Howard, A. Whitten, Susan E. Whitten, and Calvin Miles, dating from June 1, 1885, by the District Court of Bingham County, State of Idaho, in an action wherein Fred S. Stevens et al. were plaintiffs and Eastern Idaho

10.5

MICROFILMED

APR 12 1994

JUL 13 2001

100
1291

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: **A27-00004AC**
Date Received: 12/14/1992
Receipt No: FOI B163
Received By: DC

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

1. Name: ARVEL W FIELDING
Address: 1115 E 1200 N
SHELLEY ID

208-357-7255

83274

2. Date of Priority: JUN 1, 1885

3. Source: BLACKFOOT RIVER

Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02S	38E	7	NW	NW	NW		BINGHAM

5. Description of diverting works:

PUMP FROM RIVER/ PIPELINE TO PIVOT 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	1.000		

7. Total Quantity Appropriated is:

1.000 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 573.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02S	37E	1	SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	SW		IRR	22.0
			NW	SW		IRR	13.0
			NE	SE		IRR	40.0

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10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
02S	37E	1	NW SE		IRR	36.0

Section Acres 191.0

Total Acres 191.0

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:
27-00013A

14. Remarks:

WATERMASTER ED HALL INDICATED THAT CLAIMANT HAVE 100 INCHES
OF 1870 WATER. TRANSFER WITH JOHN THOMPSON, EARL TEWS,
SHOEMACHER, FIELDING

2
27-130

15. Basis of Claim: DECREEED

Case Number:

Court :

Decree date: / /

FRED S. STEVENS, ET AL.
Decree Plaintiff

EASTERN IDAHO WATER CO., ET A
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): Earl W. Tews Date: 14 Dec. '92

Date: _____

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State of Idaho)
County of Bonnerille) SS.

Subscribed and sworn (or affirmed) before me this 14 day
of Dec 19 92 Alan C. [Signature]
Notary Public

Seal

Residing at Heis, Id

My Commission Expires 2/26/96