

10/27/2005

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

RIGHT NUMBER: 27-10452

NAME AND ADDRESS: ROBERT A HOSKINS
674 W 275 S
BLACKFOOT ID 83221

BARBARA K HOSKINS
674 W 275 S
BLACKFOOT ID 83221

SOURCE: BLACKFOOT RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 0.430 CFS

PRIORITY DATE: 06/01/1885

POINT OF DIVERSION:

T03S R35E S8 SWSENE Lot 8 Within BINGHAM County

PURPOSE AND PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.430 CFS

PLACE OF USE: IRRIGATION Within BINGHAM County

T03S R34E S13 Lot 4 NWSW	20.0	T03S R34E S14 Lot 2 NESE	7.3
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27.3 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 55 acres in a single irrigation season. Combined Right Nos.: 25-10452 and 27-2125D.

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

WATER IS DELIVERED THROUGH CENTRAL DITCH.

This right is a split from former right 27-4.

Use of this right is combined with water from Blackfoot Irrigation Company.

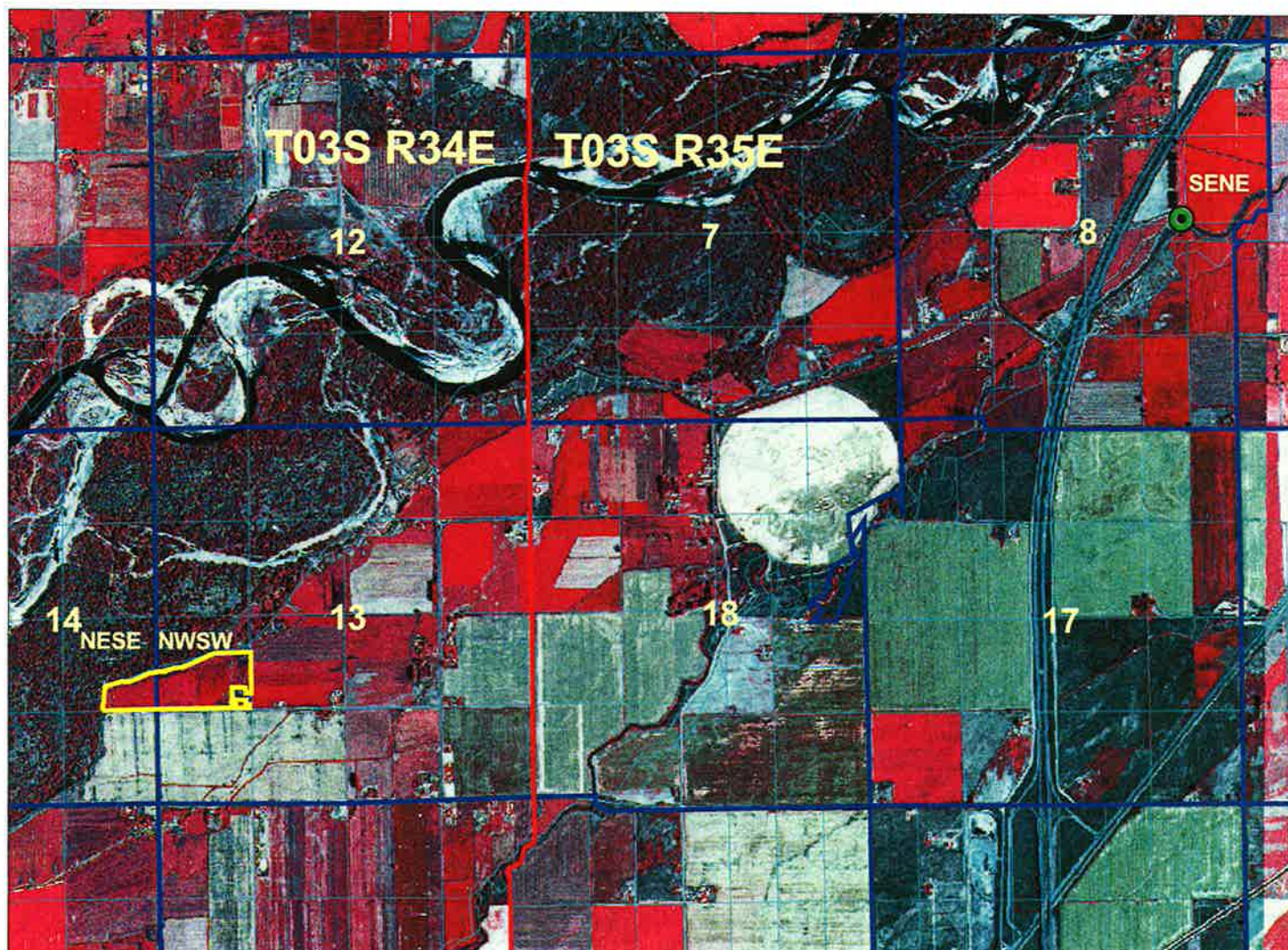
Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

Department of Water Resources

Eastern Region



Claim No.: 27-10452

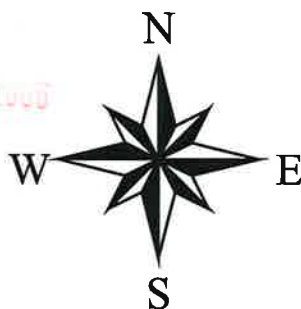


PROFILED

0 1320 2640 3960 5280 Feet



- Point of Diversion
- Place of Use
- Township/Range
- Sections
- QQ



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: Kristin Moore
Date Prepared: November 2005

RECEIVED

MAY 26 2005 03/14/2005

NOTICE OF ERROR
REPLY

Department of Water Resources
Eastern Region

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: 27-10452

Robert A. Hoskins
674 West 275 South
Blackfoot, ID 83221
Telephone Number: (208) 785-4933

Barbara K. Hoskins
674 West 275 South
Blackfoot, ID 83221
Telephone Number: (208) 785-4933

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:

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

DATE: 26 May 2005 SIGNATURE: Robert Hoskins

Please print your name: Robert Hoskins

IDWR Regional Office, 900 N Skyline Dr. Ste A, Idaho Falls, ID 83402, (208) 525-7161

SCANNED

JUN 01 2005

PROFILED

WUT
5/31

Notes

3/14/05 27-21250 is also used
on this POU. The claimed POU.
didn't include NESE of Sec. 14.
According to Roberts map in the file
Sec. 14 should be included.

Recommendation complete. CB

Type	WR #	Owner	Source	TRS	SWNW	SENW	NESW	NWSW	SWSW	Total
Claim	27-10452	ROBERT A HOSKINS, BARBARA K HOSKINS,	BLACKFOOT RIVER	03S34E13	1	3	2	23		29
Claim	27-2125D	ROBERT A HOSKINS, BARBARA K HOSKINS,	GROUND WATER	03S34E13				20		20

Notes

7/6/04 did a party w/ 27-23D. T502-7. (Phillip Wright)
 dated 27-23F & F. CB

9-8-04 Letter to Claimant re Polk & Polk. '87

9-16-04 Claimant called. I explained need for

a map indicating Polk & Polk. Also encouraged him to provide chain-of-ownership of water back to priority date. He will work on it & get it to us in a week. '87

9-13-04 Received map from claimant, no chain of ownership.

9-22-04 Liket called. Do we have what we need? He asked for a chain of ownership. He will work on it. May bring the data over. Allowed to needed to see int. '87

9-27-04 Robert called wanted to know if we received change from Mark's survey. I said yes. He said he called Mark for help since he is 1st in neighborhood. I told him I'm analyzing the data & could not tell him if the information was enough. He we need more, we will write him a letter. '87

3/9/05 according to David Jones this right is based on 27-4 (6-1-1885) not 27-23. CB

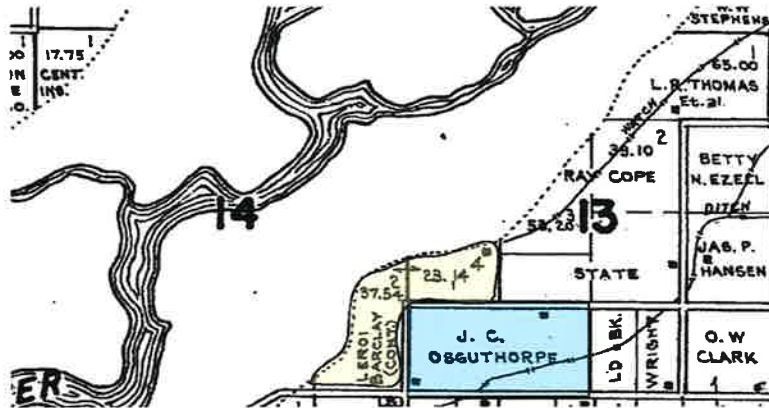


21-2125D

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E – A. Whitten 50"

Original Distribution of 50" of 1 June 1885 Decree from A. Whitten

Note: JC Osguthorpe at one time owned both of the identified properties. I'm not sure whether he made any redistribution of this water. Robert Hoskins deed mentions 24 inches of decreed water and 6/7 share of Blackfoot Irrigation. Based on the 21.5" and the 42.857" of Blackfoot Irrigation this 60.68 acres would have 64.357" of water. When JC Osguthorpe acquired the 80 acres of land (1 March 1937) – S ½ of SW ¼ of Section 13, the deed only mentions 1 1/7 shares of Blackfoot Irrigation and no mention of the 28.5" of decreed water. However, based on the 28.5" and the 57.143" of Blackfoot Irrigation this 80 acres would have 85.643" of water.



- 28.5 inches of 1 June 1885 – LaVerelle Stecklein
- 21.5 inches of 1 June 1885 – Robert Hoskins

ORIGINAL



Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E – A. Whitten 50"

Nola Stewart, Widow of John I Stewart to Alice Mitchell
11 December 1922 – Remaining 28.5" of 50" of June 1, 1885 decree.

NO. 2250		WARRANTY DEED		533	
Book No. 44					
THIS INDENTURE, Made the 11th day of December in the year of our Lord one thousand nine hundred and Twenty-two, between Nola Stewart, Widow of John I Stewart, Deceased of the County of Bingham and State of Idaho, the party of the first part, and Alice Mitchell of the County of Bingham and 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					
Six thousand----- DOLLARS,					
lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged do on by these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to her 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 south half of the southwest quarter of section thirteen (13), in township three (3) south of Range Thirty-four (34) East of the Boise Meridian in Idaho.					
Together with all ditches and water rights and particularly 1 1/7 shares of the capital stock to the Blackfoot Irrigation Company and East Branch Canal Company and 28 1/2 inches of the waters of Blackfoot River dated June 1, 1885					
\$6 I.R.S. Attached and cancelled					
Subject to mtg. on said premises for \$3500 and interest thereon and all unpaid taxes which grantee assumes and agrees to pay.					
Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise 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 party of the second part, and to her heirs and assigns forever, and the said premises in a quiet and peaceable possession of the said party of the second part, her 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.					
Witness, SEAL AND SIGNED IN THE PRESENCE OF		John W. Jones		Nola Stewart (SEAL)	
				(SEAL)	
				(SEAL)	
				(SEAL)	
STATE OF IDAHO, } COUNTY OF Bingham } I DO HEREBY CERTIFY, That on this 11th day of December in the year 1922, before me, John W. Jones, a Notary Public, Nola Stewart, A widow 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, Idaho, the day and year first above written.					
My commission expires July 15, 1925		SEAL		John W. Jones Notary Public	
Recorded at the request of L. E. Mitchell May 5, 1923		H. A. Bessner		Recorder	

SE 1/2 SW S13 3S 34E
1 1/7 shares Blackfoot
Irrigation
0.57 c/s (28.5")
6-1-1885

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E – A. Whitten 50"

A Whitten to BJ Stewart - 50" of June 1, 1885 decree (see pages 8 & 11 for total)
23 August 1933 Record at request of JL Robertson

DEED RECORD, BINGHAM COUNTY
QUITCLAIM DEED

No. 11025 Book No. 55

THIS INDENTURE, Made the third day of August in the year of our Lord
one thousand nine hundred and thirty-three between A. Whitten, a widower
of the County of Bingham, and State of Idaho,
the party of the first part, and
B. J. Stewart, of the County of Bingham, and the 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, 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, do hereby these presents demise, release and forever quit-claim unto the said party of the second part, and
to his heirs and assigns, all the certain interest, or parcels situated in
the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit:

Fifty inches of water of the Blackfoot River, of that certain water right of
1000 inches of date of priority of June 1, 1933, decreed to A. Whitten and Susan E. Whitten
his wife, August 1, 1931, in that certain water decree as recorded in Judgment Book 1
at pages 107 to 110 of the records of Bingham County, Idaho.

(This deed is executed, acknowledged and delivered to subsequent grantees in lieu
of a certain deed of conveyance of said water right by the first party to the said party
of the second part with date of execution prior to May 3, 1910, in which the said B. J.
Stewart was grantee, which said deed was duly delivered to the said B. J. Stewart by the
grantor herein at sometime prior to May 3, 1910, but which said deed has been misplaced
or lost, and the same has never placed of record, and by reason thereof this deed is
executed by the grantor to establish conveyance of said described water right.)

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise 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 party of the first part in a
bonafide and his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

JOHN W. JONES } A. WHITTEN (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF IDAHO }
COUNTY OF BINGHAM }

I DO HEREBY CERTIFY, that on this 5th day of September, in the year of 1933, before
me John W. Jones, a Notary Public, commissioned in and for the State of Idaho, personally
appeared A. Whitten, 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 request of J. L. ROBERTSON, Sept. 9, 1933, at 4:00 P. M.
P. B. BAILEY Recorder

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E – A. Whitten 50"

BJ Stewart to JI Stewart – 50" June 1, 1885 decree
3 May 1919

404

WARRANTY DEED

No. 2429

Book No. 27

This Indenture, Made the 3d day of May in the year of our Lord one thousand nine hundred and nineteen, between E. J. Stewart, a single man, of the County of Bingham and State of Idaho, the part y of the first part, and J. I. Stewart of the County of Bingham and 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 One Dollar and other valuable considerations 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 do as 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 water right certain ~~WATER RIGHT~~ of instatute, lying and being in the County of Bingham and State of Idaho, and bounded and described as follows, to-wit:

Fifty (50) inches of water of the Blackfoot River, being a part of that certain water right of one thousand inches of the date of June 1st, 1885, decreed to A. Whitten and Susan Z. Whitten, August 1st, 1891, in that certain water decree as recorded in Judgment Book No. 1 at pages 107 to 116 of the records of Bingham County, Idaho.

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 and 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 W. Jones.

E. J. Stewart (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF IDAHO,)
County of Bingham,) ss.
I, DO HEREBY CERTIFY, That on this third day of May in the year of 1919, before me, John W. Jones, a Justice of the Peace for said County and State, personally appeared E. J. Stewart, a single man, 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, Idaho, this 3d day of May, 1919.
JOHN W. JONES, Notary Public.
My commission expires July 1st, 1921.
Witnessed at the request of E. J. Stewart on May 3, 1919 at Blackfoot, ID.

1.0 cfs. (50")
priority 6-1-1885

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E – A. Whitten 50"

John I Stewart to Joseph L Robertson – 21.5" of decreed water
5 Feb 1921

4111

WARRANTY DEED

No. 1476 Book No. 41

THIS INDENTURE, Made the 5th day of February in the year of our Lord one thousand nine hundred and Twenty one, between John I. Stewart, and Nola Stewart, his wife, of the County of Bligham and State of Idaho, the part 1st of the first part, and Joseph L. Robertson, of the County of Bligham and State of Idaho, the party of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Six Thousand, Two Hundred Eighty Five and 19/100 ----- DOLLARS, lawful money of the United States of America, to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged

do by these presents grant, sell, bargain and convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the certain lot, place or parcel of land situate, lying and being in the County of Bligham and State of Idaho, and bounded and described as follows, to-wit:

Lot Four (4) Section Thirteen (13) and Lot Two of Section Fourteen (14), in Township Three (3) South Range Thirty Four (34) East of Boise Meridian, containing 60.69 acres more or less, together with 6/7 of a share of the capital stock of the Blackfoot Irrigation Company, and the East Branch of the Blackfoot Irrigation Company, and 21 1/2 inches of the decreed water right in the Blackfoot River.

This deed is made subject to a certain Mortgage from John I. Stewart and Nola Stewart his wife to the Idaho Irrigated Lands Company, a Corporation for the sum of \$2400.00. Dated March 24, 1920. Recorded in Book 46 of Mortgages at page 283 records of Bligham County, Idaho., which said mortgage the second party herein assumes and agrees to pay.

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

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any way 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 party of the second part, and to his heirs and assigns forever, and the said part 1st of the first part, and their heirs, and the said premises in a quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said part 1st of the first part and 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 part 1st of the first part ha ve hereunto set their hand s and seal s, the day and year first above written.

J. D. Kelly, Seal Notary Public, Glenside Co., Minn. My Commission expires Nov. 26, 1927.	John I. Stewart, [Seal] Nola Stewart, [Seal]
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STATE OF IDAHO,
COUNTY OF Bligham } ss.

I DO HEREBY CERTIFY, That on this 9 day of April, 1921, in the year 1921 before me, J. H. McDonald, a Notary Public in and for said County and State, personally appeared John I. Stewart and Nola Stewart, His Wife.

known to me to be the person s whose name s 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, Bligham County Idaho the day and year

My commission expires July 8, 1924. J. H. McDonald, Notary Public

Recorded at the Request of Jos. L. Robertson, April 12, 1921, at 11:30 A. M.

F. M. Fisher, Recorder.

Lot 4 S13
Lot 2 S14
T3S R34E
47 shares in
Blackfoot Irrigation
2 1/2 inches of
decreed water.

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E – A. Whitten 50"

JL Robertson to Federal Farm Mortgage (Sheet 2)
28 July 1937

408

Book 40	
Ditch Company, represented by Certificate #7.	
Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.	
TO HAVE AND TO HOLD, all and singular the said premises unto the said Federal Farm Mortgage Corporation, its successors and assigns forever.	
IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.	
Ira Corey, Sheriff of Bingham County, State of Idaho	
STATE OF IDAHO ss. COUNTY OF BINGHAM	
On this and day of August, in the year 1937 before me, Earl W. Cory, personally appeared, Ira Corey Sheriff of Bingham County, State of Idaho, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he, as such Sheriff, 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	Earl W. Cory Notary Public in and for the State of Idaho, Residing at Blackfoot, Idaho My commission expires Feb. 6, 1941
Recorded at the request of Federal Land Bank August 20, 1937 at 9:02 A.M.	
By do- No. 19994	Deputy GRANT REED Jno. R. Falk, Recorder
In consideration of Love and Affection to her in hand paid, receipt of which is hereby acknowledged, does hereby GRANT TO Lloyd Mathis and Alfred Mathis and undivided one-third each the real property in the County of Bingham State of Idaho described as follows:	
All that part of Block numbered Four in Kennedy's Addition to the City of Blackfoot, Bingham County, Idaho, which lies west of Broadway Street, according to the recorded plat thereof, consisting of 8 acres, more or less, together with the ditch and water rights for the irrigation thereof, and particularly 9 shares of stock in the Miner's Ditch Company, and the furnishings and equipment belonging to said estate, and the property and effects in connection therewith.	
Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining.	
WITNESS Her hand this 18th day of August, 1937	
Zora McKeenan	
STATE OF CALIFORNIA, ss. COUNTY OF LOS ANGELES	
On this 18th day of August A.D., 1937 before me, Edna M. Swanson a Notary Public in and for the said County and State, personally appeared Zora McKeenan known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.	
WITNESS my hand and official seal.	
SEAL	Edna M. Swanson, Notary Public in and for said County and State
If executed in any State other than California, the Notarial Acknowledgment should be certified by the County Clerk.	
My Commission Expires January 31, 1938	

JL Robertson to Federal Farm Mortgage
28 July 1937

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Book 60

Court in and for said County of Bingham, in the State of Idaho, personally appeared W. M. Jackson known to me to be the County Treasurer and ex-Officio Tax Collector of said Bingham County, and who executed the within instrument as such, and acknowledged to me that he executed the same as such officer.

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

SEAL

Jno. H. Falk, Clerk of the District Court.
By S. V. Turpin Deputy

Recorded at the request of W.M. Jackson Treasurer, August 19, 1937. *at 11:45 a.m.*

By Deputy Jno. H. Falk, Recorder
dn- SHERIFF'S DEED
No. 19993

THIS INSTRUMENT, Made this 28th day of July, 1937, between Ira Corey, Sheriff of Bingham County, State of Idaho, party of the first part, and Federal Farm Mortgage Corporation, a corporation, with its principal place of business in the District of Columbia, party of the second part;

WITNESSETH: WHEREAS a Decree of foreclosure was entered on the 27th day of June, 1936, in that certain action filed in the District Court of the 8 1/2 Judicial District of the State of Idaho, in and for the County of Bingham and in which the said Federal Farm Mortgage Corporation, was plaintiff and Joseph L. Robertson and Jammie E. Robertson, husband and wife, were defendants, and wherein among other things it was ordered in said Decree that all and singular the premises described therein, should be sold at public auction according to law;

AND, WHEREAS, Ira Corey the then Sheriff of said County, did on the 27th day of July, 1936 after due and public notice, sell the said premises according to law and as in said Decree directed, to Federal Farm Mortgage Corporation, for the sum of Two Thousand Nine Hundred Fifty-nine and 11/100 (\$2959.21) Dollars, the said Federal Farm Mortgage Corporation, being the highest and best bidder therefor;

AND, WHEREAS, A Certificate of Sale was duly issued on the 27th day of July, 1936, and more than one year has elapsed since the said sale and no redemption has been made by or on behalf of said defendants, or any of them, and whereas the Federal Farm Mortgage Corporation, is now the owner and holder of said Certificate of Sale.

NOW, THEREFORE, Ira Corey, the said Sheriff of Bingham County, State of Idaho, for and in consideration of the sum of Two Thousand Nine Hundred Fifty-nine and 11/100 (\$2959.21) Dollars, paid for said premises by the said Federal Farm Mortgage Corporation, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the said Federal Farm Mortgage Corporation, and its successors forever, all of the following described premises located and situated in Bingham County, State of Idaho, to-wit: Lot Two of Section Fourteen and Lot Four of Section Thirteen, all in Township Three South, Range Thirty-four, East of the Boise Meridian;

Together with all water rights, and rights in ditches, canals and laterals and rights of way therefor, appurtenant to said premises or used in connection therewith now and or at any time during the existence of this mortgage including (but not exclusive of any right included in the foregoing general description) the following: Right to use of waters of Blackfoot River as follows: 2 1/2 inches priority as of June 1, 1885 as decreed to A. Whitten by District Court Fifth Judicial District, Bingham County, Idaho, in the case of Fred S. Stevens et al vs Eastern Idaho Water Co. Et al August 1, 1891 and recorded in Book I of Judgments, pages 107-115, records of said Bingham County, Idaho, and

Federal Farm Mortgage Corporation to LeRoi Barclay (Sheet 2)
27 May 1946

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Irrigation or other special improvement district and any lien or encumbrance revived or placed on said property by, through or under the parties of the second part.

3. Any and all easements, rights of way for railroads, roads or highways or other servitudes, and the exceptions, provisions and reservations contained in patents or deeds from the United States of America, or the state in which said land is situate, or in deeds from railway companies.

The party of the first part hereby covenants that, except as hereinabove stated, it will forever Warrant and Defend the title to said premises and the quiet and peaceable possession thereof unto the said parties of the second part, or their assigns, against all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the party of the first part has executed this instrument the day and year first above written.

ATTEST: Willard M. Rees,
Assistant Secretary
APPROVED E.C.P., Attorney
STATE OF WASHINGTON

FEDERAL FARM MORTGAGE CORPORATION
By THE FEDERAL LAND BANK OF SPOKANE,
Its Attorney-in-Fact
By S. C. Fish, Vice President

County of Spokane.

On this 27th day of May, 1946, before me, a Notary Public, personally appeared S. C. Fish, known to me to be the Vice President of The Federal Land Bank of Spokane, a corporation, the name of which is subscribed to the within instrument as the attorney-in-fact of the Federal Farm Mortgage Corporation, a corporation, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of The Federal Land Bank of Spokane, a corporation, and acknowledged to me that he subscribed thereto the name of the Federal Farm Mortgage Corporation, a corporation, as principal, and the name of The Federal Land Bank of Spokane, a corporation, as attorney-in-fact, and further acknowledged that said The Federal Land Bank of Spokane, a corporation, as attorney-in-fact for the said Federal Farm Mortgage Corporation, a corporation, executed said instrument as the free and voluntary act and deed of said principal and attorney-in-fact for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year last above written.

SEAL
My commission expires October 7, 1947. E. C. Presthys, Notary Public in and for the State
Recorded at the request of LeRoi G. Barclay June 12, 1946, at 9:17 o'clock A.M.
Fee \$1.49
By *E. C. Presthys* Deputy Jno. E. Falk, Recorder
No. 52649

WARRANTY DEED

THIS INSTRUMENT, Made this fifteenth day of December, in the year of our Lord one thousand nine hundred and thirty-three, between FIRST NATIONAL BANK of BLACKFOOT, a corporation, party of the first part, and IDAHO BANK AND TRUST COMPANY, a corporation, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One and no/100 Dollars, lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all of the following described real estate situated in the County of Blaine, State of Idaho, to-wit:

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seventeen (17), Township Two (2) South, Range Thirty-five (35), E.B.M., also the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seventeen (17), Township Two (2) South, Range Thirty-five (35) E.B.M., excepting a strip of land one (1) rod wide off the South side of the last described

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E - A. Whitten 50"

Federal Farm Mortgage Corporation to LeRoi Barclay
27 May 1946

514

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

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16 in Township 3 South of Range 34 E.B.M., together with tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and all water rights thereto belonging, including Certificate #145 for 28 shares and Certificate #79 for 2-2/5 shares of Watson Slough Irrigation Company, and Certificate #45 for 40 shares in the Crawford Lateral Ditch Company.

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

The Grantee herein assumes and agrees to pay all delinquent assessments and taxes of whatsoever nature and kind.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part his heirs and assigns.

IN WITNESS WHEREOF, the said parties of the first part have signed this instrument to be signed and have hereunto set their hands the day and year first above written.
\$2.20 I. R. S. Attached and Cancelled.

WITNESS: Louis C. Kimball
STATE OF UTAH, ss.
COUNTY OF SALT LAKE
On this 14 day of March, 1946, before me, a Notary Public in and for the State of Utah, personally appeared E. T. Capener and Leona S. Capener, his wife, who being by me duly sworn, did say that they are 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 Louis C. Kimball, Notary Public,
My commission expires Aug. 1, 1947. Residing at Salt Lake City, Utah.
Recorded at the request of Darwood Scott, June 10, 1946, at 2:40 o'clock P.M.
Fee \$1.00
By *John H. Falk* Deputy John H. Falk, Recorder
No. 52641
D-52-Joseph L. Robertson DEED

THIS INSTRUMENT, Made this 27th day of May, 1946, between the FEDERAL FARM MORTGAGE CORPORATION, a corporation of Washington, D. C., party of the first part, and LeRoi G. Barclay and Olive C. Barclay, husband and wife, parties of the second part, WITNESSETH:

That the party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell, Convey and Warrant to the parties of the second part, and to their heirs and assigns forever, the following described real estate, situate in the County of Bingham, State of Idaho, to-wit:

Lot 2 of Section 14 and Lot 4 of Section 13; all in Township 3 South, Range 34 East of the Boise Meridian.
\$4.80 I. R. S. Attached and Cancelled.

Together with all the tenements, hereditaments, rights, privileges and appurtenances thereto belonging, and all waters and water rights, and all watering and irrigating apparatus and fixtures which are appurtenant to or incident to the ownership of said premises; but nothing herein contained shall be construed as a warranty of any water right.

TO HAVE AND TO HOLD said premises unto the parties of the second part, their heirs and assigns forever, subject to the following:

1. Unpaid taxes, assessments, water charges including those levied or imposed by the United States Reclamation or Indian Service or by any water or irrigation company, and all other unpaid charges, liens or assessments imposed by law on the above described property,

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E – A. Whitten 50"

LeRoi Barclay to Roy Cook
4 September 1948

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DEED RECORD, BINGHAM COUNTY

No. 7632 WARRANTY DEED

THIS INDENTURE, Made this 4th day of September, 1948, in the year of our Lord one thousand nine hundred and forty-eight, between LeRoi G. Barclay and Olive C. Barclay, husband and wife, of the County of Bingham, State of Idaho, the parties of the first part, and Roy Cook, 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 Sixteen 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 Lot Two (2) of Section Fourteen (14) and the Lot Four (4) of Section Thirteen (13), all in Township Three (3) South of Range Thirty-four (34) East of the Boise Meridian in Idaho.

Together with the ditches and water rights thereto belonging and appertaining and particularly 5/7 shares in Blackfoot Irrigation Company; 6/7 shares in East Branch of Blackfoot Irrigation Company; 80 shares in Central Ditch Company and 78 shares in Riverston Dam Company, all corporations.

The grantors herein to pay all taxes on said premises and all water assessments for the water rights described up to and including the year 1948 when and as due, and to give possession of dwelling on premises on or before October 1st, 1948, and possession of farm as soon as crops are gathered and harvested.

I.R.S. \$18.70 Attached and Cancelled

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto 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 whatsoever, 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 hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

LeRoi G. Barclay (SEAL)
Olive C. Barclay (SEAL)

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

On this 4th day of September, in the year 1948, before me John W. Jones, a Notary Public in and for said State, personally appeared LeRoi G. Barclay and Olive C. Barclay, 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,
Residing at Blackfoot, Idaho.

My commission expires July 17th, 1949.

Recorded at the request of John W. Jones September 7, 1948 at 2:08 P.M.
Recorder's Fee: \$1.80 Y. E. Whitten, Recorder,
By Y. E. Whitten Deputy.

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E – A. Whitten 50"

Roy Cook to Nathan Young
10 March 1956

Warranty Deed L.S. 101 PAGE 72

THIS INSTRUMENT, Made this 10th day of March
in the year of our Lord One Thousand Nine Hundred and Fifty-six, between
ROY COOK and SELMA S. COOK, husband and wife,
County of Bingham, State of Idaho
the parties of the first part, and
NATHAN YOUNG,
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
TWENTY-FIVE THOUSAND and no/100 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 hereby give, grant, bargain, sell and convey unto said party of the second part, and to
his heirs and assigns forever All that certain lot
part of parcel of land situate, lying and being in the County of Bingham State of Idaho bounded
and more particularly described as follows, to-wit:

Lot Two (2), in Section Fourteen (14), Township
Three (3) South, Range Thirty-four (34), E. B. N.,
and
Lot Four (4), in Section Thirteen (13), Township
Three (3) South, Range Thirty-four (34), E. B. N.,
Together with all water and water rights, ditches
and ditch rights of way thereunto belonging.



Together with all and singular, the interests, benefits and appurtenances thereto belonging or in anywise appertaining, and
the rents, issues and profits thereof.

TO HAVE AND TO HOLD, lot and singular, the said premises, together with the appurtenances and privileges thereto incident
unto the said party of the second part, and to their heirs and assigns forever. And the said party of the first part
the said party of the second part 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 their heirs and assigns against all and every
person or persons whatsoever, 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

Roy Cook (Said)
Selma S. Cook (Said)

Lot 2 Sec. 14 TS 3 Range 34 E & Lot 4 Sec 13 TS 3 Range 34 E – A. Whitten 50"

Nathan Young to JC Osguthorpe
31 December 1958

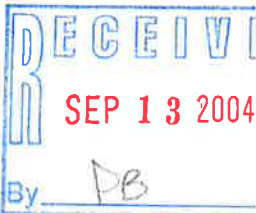
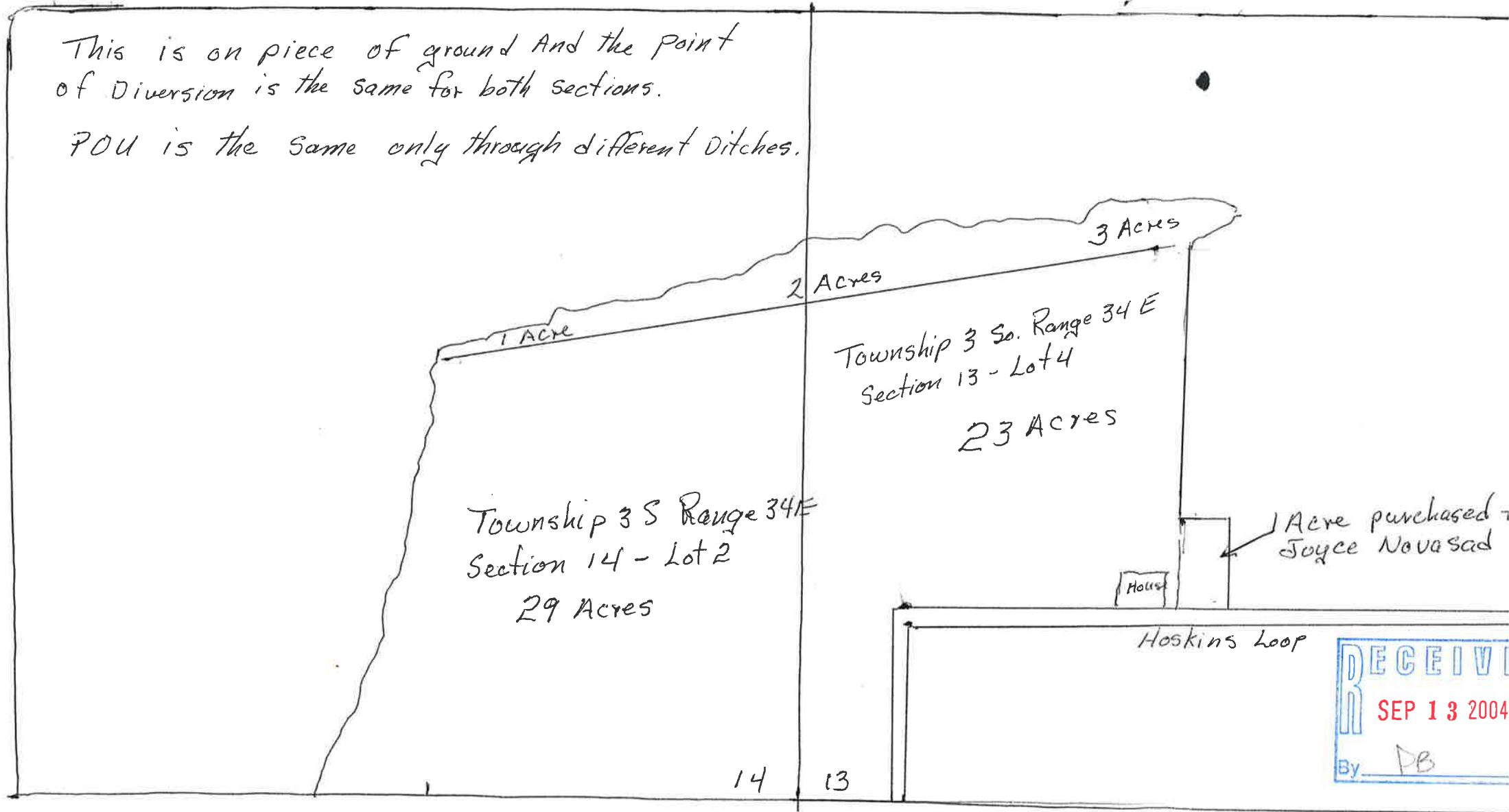
WARRANTY DEED		BOOK 101	PAGE 73
THIS INDENTURE Made this 31st day of December,			
in the year of our Lord one thousand nine hundred and fifty-eight . . . between			
NATHAN YOUNG and VEDA YOUNG, husband and wife,			
of the County of Bingham, State of Idaho,			
the parties of the first part and J. C. OSGUTHORPE and MARY NABEL OSGUTHORPE,			
husband and wife,			
of the County of Bingham, State of Idaho,			
the parties of the second part.			
WITNESSETH that the said parties of the first part for and in consideration of the			
sum of TWENTY-FIVE THOUSAND and No/100 - - - - - 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, have granted,			
bargained and sold, 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 of the			
following described real estate, situated in the County of			
Bingham, State of Idaho, to-wit:			
Lot Two in Section Fourteen, Township Three			
South, of Range Thirty-four, East of the Boise			
Meridian, in Idaho; and			
Lot Four in Section Thirteen, Township			
Three South, of Range Thirty-four, East of the			
Boise Meridian, in Idaho;			
Together with all water and water rights,			
ditches and ditch rights of way thereunto belonging.			
			

I drew this Plat
To show where the
1-2 + 3 acre pieces
I'm not sure
I am correct. This and
The map show where
The 29 acres are.

Thank you.
Robert Hoskins

This is on piece of ground And the point
of Diversion is the same for both sections.

POU is the same only through different Ditches.



SWAKE

Heskin LN-2755

T794
456

2
22.7

6.1

3
14.3

TLT76
5204

2
38.8

75.0

HE

T794	18	13
655	23	24

11.6

T799
5072

T777
5072

T35 R34E
Sec. 13 + 14

Map R16
Bingham County

2
18.9

3
17.6

T795
5384

T24931
2402

1.
34.0

1.
76.4

RECEIVED
SEP 13 2004
By PB



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

8 September 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Robert A. & Barbara K. Hospkins
674 West 275 South
Blackfoot, ID 83221

Re: Snake River Basin Adjudication (SRBA)
Claims 27-10452

COPY

Subject: CLARIFICATION ON PLACE OF USE (POU) AND POINT OF DIVERSION (POD)

RESPONSE DATE: 20 September 2004

Dear Claimant(s):

Our office is reviewing your above referenced Notice of Claims and needs some additional information to recommend your claims to the SRBA Court.

I am enclosing a copy of the Notice of Claim filed in 1989. We are unable to determine the POU or POD for the claimed 29 acres. Will you please provide this office with a map or plat with markings designating the POU and POD.

Your response must be received by this office by the response date shown above. If no response is received then your claim will not be recommended to be decreed.

If you have any questions please feel free to contact me at 547-3993.

Respectfully,

A handwritten signature in cursive script that reads 'Barbara Payne'.

Barbara Payne

Enclosure:

Notice of Claim to A Water Right

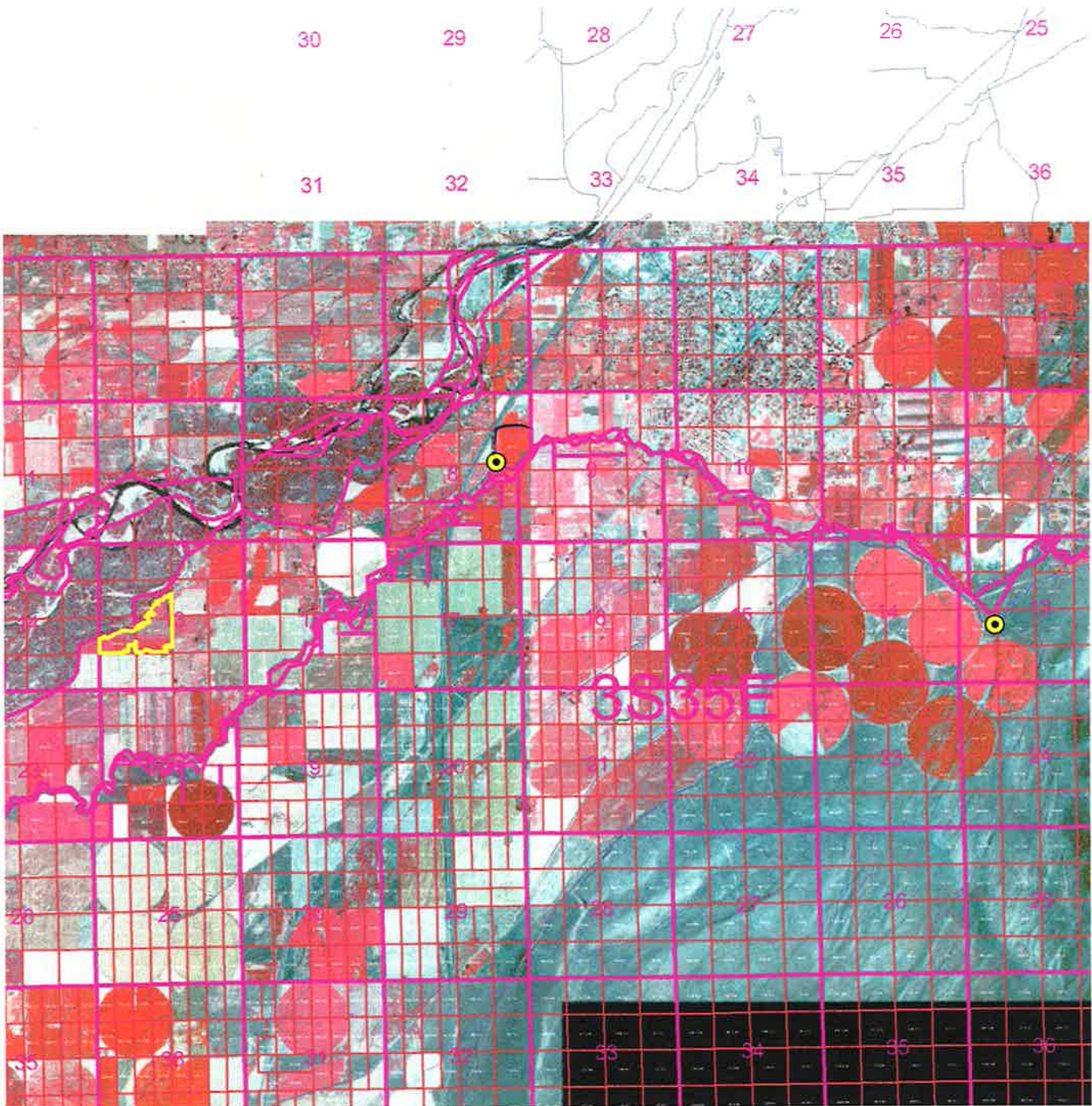
11212)	0023	Susan E. Whitten) & Calvin Mills)	March 25, A. D. 1880	600 Inches	Trans # 784, 787, 807
	01	Levi Warren	April 1, A. D. 1882	50 Inches	
		Emily Warren	April 1, A. D. 1883	106 Inches	
		Daniel Y. Miller	April 1, A. D. 1883	100 Inches	
		Fred S. Stevens	October 1, A. D. 1884	140 Inches	
		N. A. Just) & Emma Just)	April 1st, A. D. 1885	100 Inches	
		Leon Misslen	May 1st, A. D. 1885	300 Inches	Trans # 58-74
	03	Robert Millen	May 1st, A. D. 1885	150 Inches	Trans # 104
27	04	P. B. Fox Jr.) William Howard) A. Whitten) Susan Whitten) Calvin Mills)	June 1st, A. D. 1885	1500 Inches	Trans # 237-246-32 #465-531- ~~531~~ - ~~531~~ - ~~531~~ #852-853-854, 1561 #1102 2445.2575, 2933
	32	W. W. Riter	July 3rd, A. D. 1885	560 Inches	
	33	Thomas G. Weber	July 23, A. D. 1885	480 Inches	
	02	James Drew	Oct. 1st, 1885 A. D.	6 Inches	
	35	Eastern Idaho Trans 2468 Water Co.	October 1st, A. D. 1885	1000 Inches	
	36	H. R. Lewis) & Sarah Lewis)	March 1, A. D. 1886	160 Inches	
	37	James Welch	March 20th, A. D. 1886	400 Inches	
	38	William H. Danilson	April 5th A. D. 1886	352 Inches	CH 14 Butte Irrigat
	39	David S. Morgan	April 5th, A. D. 1886	132 Inches	"
	40	William Morgan	April 5th, A. D. 1886	100 Inches	"
	41	William A. Downing	April 5th, A. D. 1886	120 Inches	
	42	F. Little	October 4th A. D. 1886	240 Inches	27-42 Bearlake Grange
		Charles S. Burton	October 4th A. D. 1886	240 Inches	
27-00	44	John Sharp Sr.	November 1, A. D. 1886	320 Inches	27-11016 Roland 128"
	45	F. W. Jennings	November 1, A. D. 1886	400 Inches	
	46	Donald Tolmie	April 1st, A. D. 1887	100 Inches	

MAY 15 1936

(2)

Water Right Claim Number 27-10452
Township , 3S34E

01/03/2001



Irrigated Area

Place of Diversion

Section Line

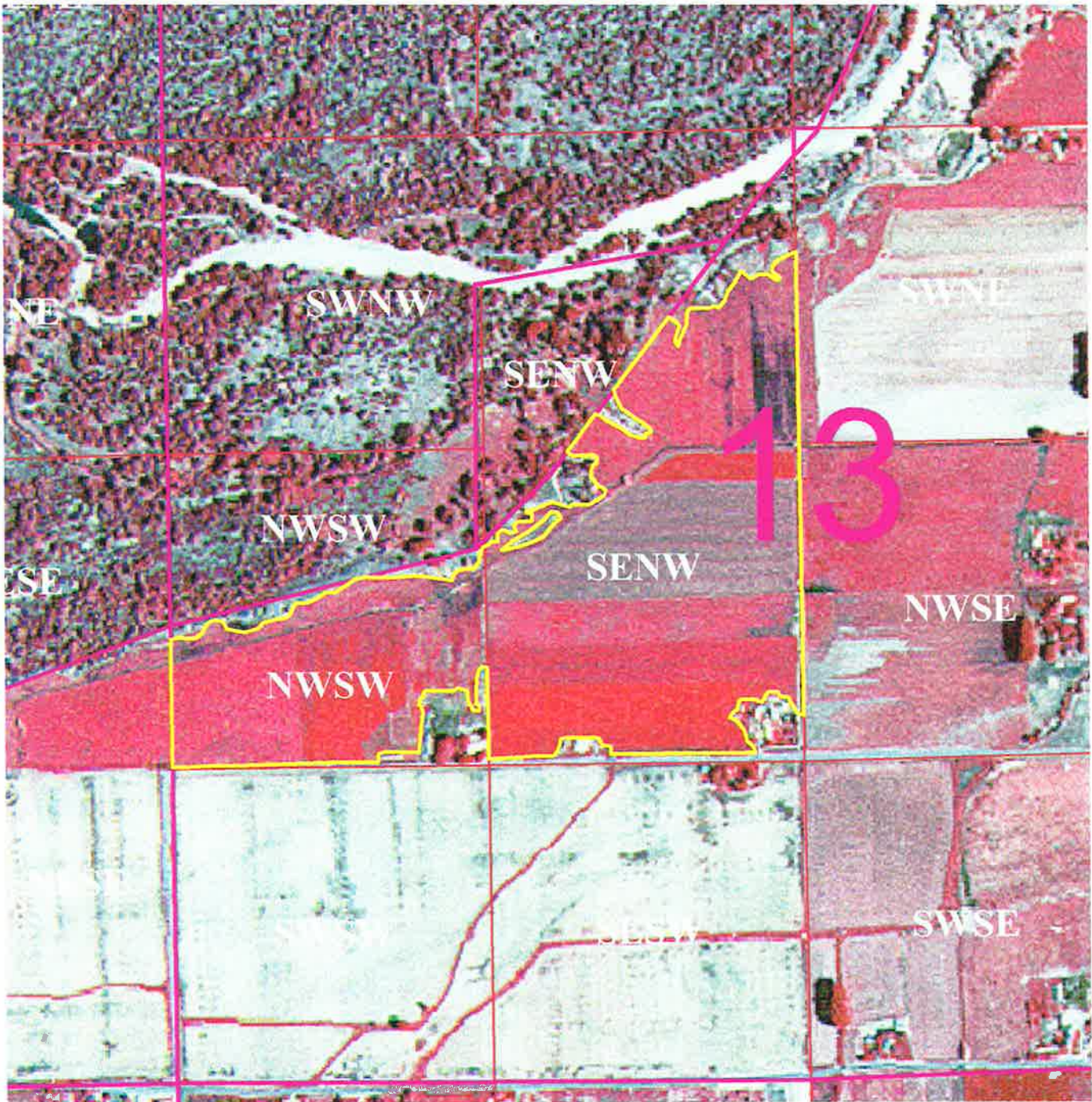
Quarter Section Line

Roads

Streams and Canals



SPATIAL
DYNAMICS



Irrigated Area

Place of Diversion

Section Line

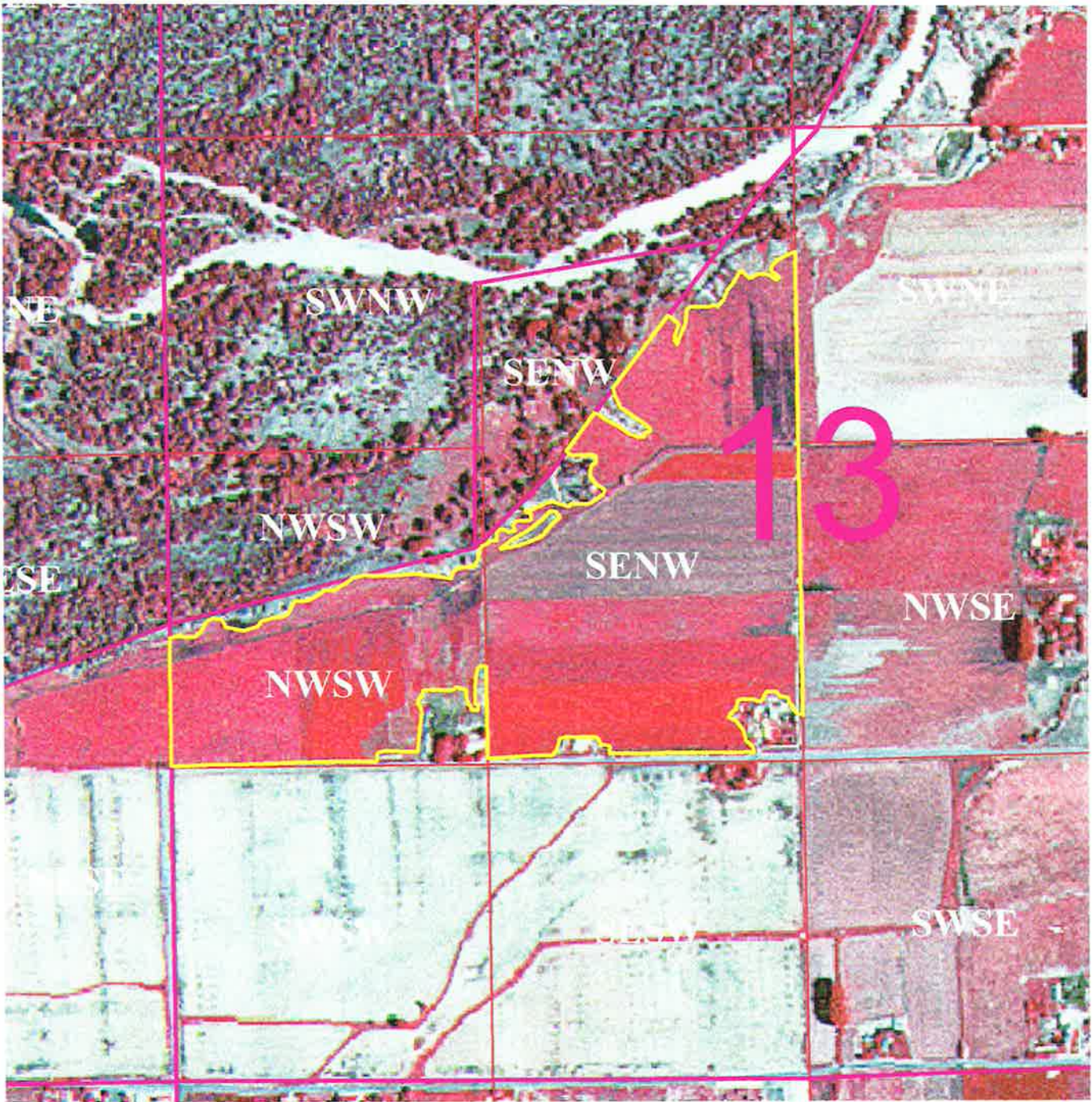
Quarter Section Line

Roads

Streams and Canals

Legend

SPATIAL
DYNAMICS



Irrigated Area

Place of Diversion

Section Line

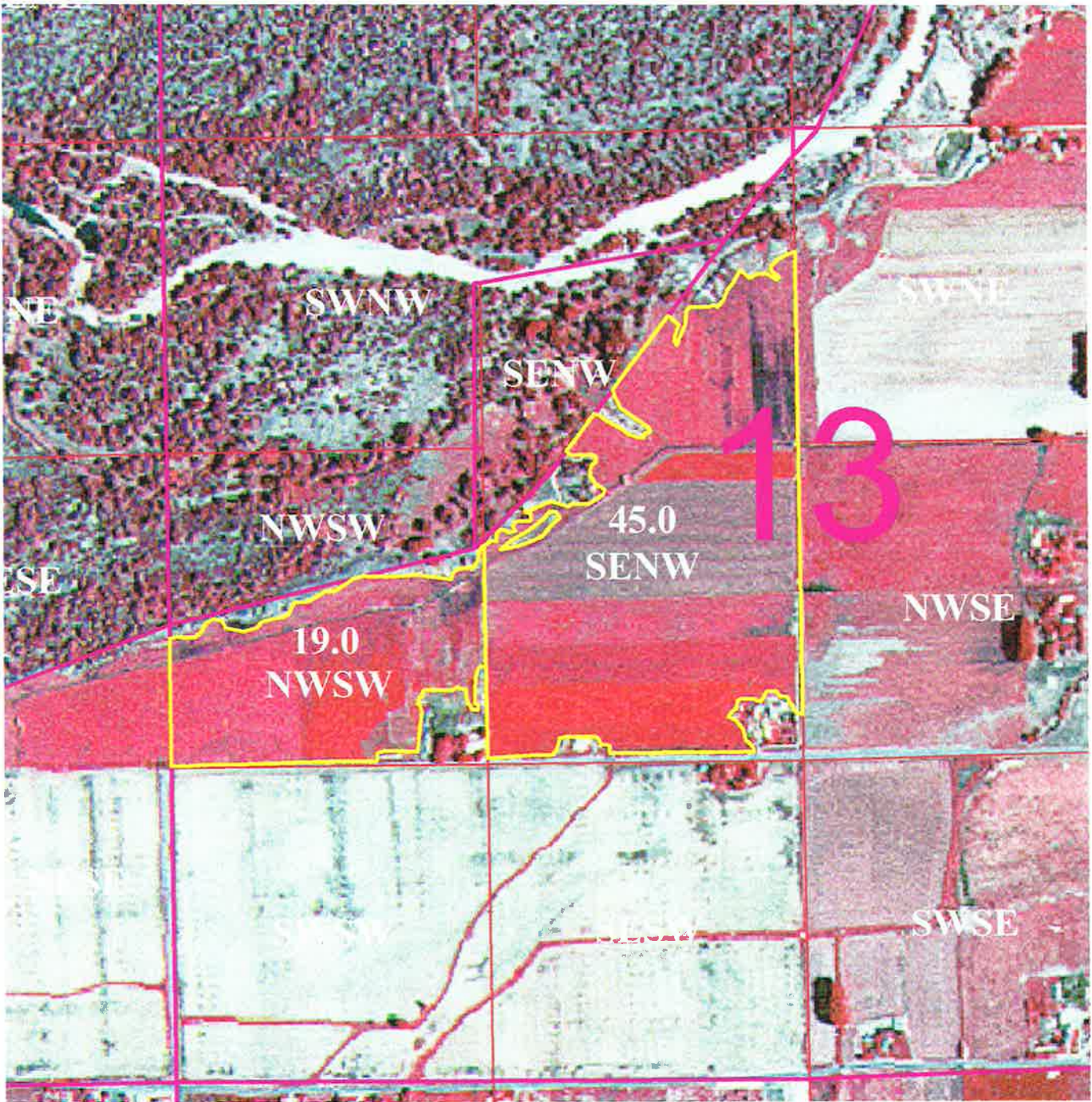
Quarter Section Line

Roads

Streams and Canals

Legend





Irrigated Area

Place of Diversion

Section Line

Quarter Section Line

Roads

Streams and Canals

Legend



SCANNED

JUL 20 2001

Log for claim 27-10452

Spatial Dynamics LTD

1/3/01

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
03s34e	13	SWNW	1	0	Indiscernible
03s34e	13	SESW	5	45	Includes NESW qq acreage./Indiscernible
03s34e	13	NWSW	23	19	
Totals:			29	64	

 SPATIAL
DYNAMICS

JUL 20 2001

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: A27-10452
Date Received: 5/05/1989
Receipt No: 1003423
Received By: BAJ

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ROBERT A. HOSKINS 208-785-4933
Address: 674 W 275 S
BLACKFOOT, ID 83221
OR
Name: BARBARA K. HOSKINS 208-785-4933
Address: 674 W 275 S
BLACKFOOT, ID 83221
2. Date of Priority: 6-1-1885 MAR 25, 1880
3. Source: BLACKFOOT RIVER..... Trib. to: SNAKE RIVER.....
CENTRAL DITCH SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03S	35E	8	SE	SW	NE		BINGHAM
		13	NE	NW	SW		BINGHAM

5. Description of diverting works:

RIVERTON DAM AND HEADGATE THROUGH CENTRAL DITCH COMPANY

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		84.00

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

A.F.A.

8. Total consumptive use is 84.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A27-10452

Page 1

Date: 05/05/89

MICROFILMED

NOV 12 1992

A2710452



10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
03S	34E	13	SW		NW		IRR	1.0
			SE		NW		IRR	3.0
			NE		SW		IRR	2.0
			NW		SW		IRR	23.0
							Section Acres	29.0
							Total Acres	29.0

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:

6/7 OF 1 SHARE BLACKFOOT IRR. = 43 INCHES

14. Remarks:

THIS CLAIM IS BASED ON THE MARCH 25, 1880 DECREED WATER RIGHT #27-00023D FOR FOX AND WHITTEN AND IS EQUIVALENT, IN THIS INSTANCE, TO 50 INCHES OF BLACKFOOT RIVER WATER.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

Decree Plaintiff

vs

Decree Defendant

MICROFILMED

NOV 12 1992

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: 0

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): Robert H. Hoshorn Date: May 5, 1989
Date:

State of Idaho)
County of ad) SS.

Subscribed and sworn (or affirmed) before me this 5 day
of May 19 89
Seal

Bruce A. Schuld
Notary Public

BRUCE A. SCHULD, NOTARY PUBLIC
Residing at RESIDING AT BOISE, IDAHO
My Commission Expires MY COMMISSION EXPIRES APRIL 11, 1995