

10/11/2005

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

RIGHT NUMBER: 27-12108

NAME AND ADDRESS: SMITH-MAXWELL DITCH CO
C/O LAYNE HAMILTON
839 W RIVERTON RD
BLACKFOOT ID 83221

SOURCE: BLACKFOOT RIVER

TRIBUTARY: SNAKE RIVER

QUANTITY: 13.44 CFS

Right Nos. 1-10058 and 27-12108 are limited to a total combined diversion rate of 13.44 cfs.

PRIORITY DATE: 06/07/1929

POINT OF DIVERSION:

T03S R34E S23 SWSWSW Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/15	13.44 CFS
STOCKWATER	03/15 12/15	0.140 CFS

PLACE OF USE:

672 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 672 acres in a single irrigation season. Combined Right Nos.: 27-12108 and 1-10058.

Place of use is within the area served by Smith-Maxwell Ditch Company.

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

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

Rights have also been claimed to water from Basin 01 for the same purpose of use at the same place of use described above, which will be included in a Directors Report to be filed at a later date. Any water rights recommended in the Basin 01 report for the same purpose of use at the same place of use described above will contain combined use limitations for this right and the Basin 01 rights.

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 - Beneficial Use

Water Right 27-12108

1

Smith-Maxwell Ditch Co.

03S34E

21

22

23

29

28

27

Service Area Boundary

-  Point of diversion.shp
-  Service Area
-  Township/Range
-  Sections
-  QQ

Water Right No.:

27-12108

1-10058

SCANNED
FEB 10 2006



0 1320 2640 3960 5280 Feet



GIS Place of Use Illustration
1987 NAPP Photography
Prepared by: E. Carlsen
Date: October 2005

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

6/17/2009

RIGHT NUMBER: 27-12108

NAME AND ADDRESS:

SMITH-MAXWELL DITCH CO
C/O LAYNE HAMILTON
839 W RIVERTON RD
BLACKFOOT ID 83221

SOURCE:

Source:
BLACKFOOT RIVER

Tributary:
SNAKE RIVER

QUANTITY:

13.900 CFS

~~13.440 CFS~~

Right Nos. 1-10058 and 27-12108 are limited to a total combined diversion rate of 13.9 cfs.

~~Right Nos. 1-10058 and 27-12108 are limited to a total combined diversion rate of 13.44 cfs.~~

PRIORITY DATE: 06/07/1929

POINT OF DIVERSION:

T03S R34E S23 SWSWSW
Within BINGHAM County

PURPOSE AND
PERIOD OF USE:

Purpose of use:

Period of use:

Quantity:

IRRIGATION

04/01 10/15

13.900 CFS

~~13.440 CFS~~

STOCKWATER

10/15 12/15

0.140 CFS 1.40 AFY

~~03/15 12/15~~

PLACE OF USE:

695 ACRES TOTAL

~~672 ACRES TOTAL~~

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

The rights listed below are limited to the irrigation of a combined total of 695 acres in a single irrigation season. Combined Right Nos.: 27-12108 and 1-10058.

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

Place of use is within the area served by Smith-Maxwell Ditch Company.

~~The rights listed below are limited to the irrigation of a combined total of 672 acres in a single irrigation season. Combined Right Nos.: 27-12108 and 1-10058.~~

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.

~~Rights have also been claimed to water from Basin 01 for the same purpose of use at the same place of use described above, which will be included in a Directors Report to be filed at a later date. Any water rights recommended in the Basin 01 report for the same purpose of use at the same place of use described above will contain combined use limitations for this right and the Basin 01 rights.~~

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Stockwater use is for 600 range cattle.

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

RIGHT NUMBER: 27-12108
NAME AND ADDRESS: SMITH-MAXWELL DITCH CO
C/O LAYNE HAMILTON
839 W RIVERTON RD
BLACKFOOT ID 83221

SOURCE: BLACKFOOT RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 13.440 CFS
Right Nos. 1-10058 and 27-12108 are limited to a total combined diversion rate of 13.44 cfs.

PRIORITY DATE: 06/07/1929

POINT OF DIVERSION: T03S R34E S23 SWSWSW Within BINGHAM County

PURPOSE AND PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/15	13.440 CFS
STOCKWATER	03/15 12/15	0.140 CFS

PLACE OF USE:

672 ACRES TOTAL

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

Place of use is within the area served by Smith-Maxwell Ditch Company.

The rights listed below are limited to the irrigation of a combined total of 672 acres in a single irrigation season. Combined Right Nos.: 27-12108 and 1-10058.

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

Rights have also been claimed to water from Basin 01 for the same purpose of use at the same place of use described above, which will be included in a Directors Report to be filed at a later date. Any water rights recommended in the Basin 01 report for the same purpose of use at the same place of use described above will contain combined use limitations for this right and the Basin 01 rights.

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 - Beneficial Use

Tonie

Michael said he would be

out of the office for a week and

to send this care of you. It

is for Smith Maxwell Ditch Company

Stock Water claim Right No 27-12108

Thank you

Jayne Stanklin Sec

Smith Maxwell Ditch Company

Idaho Department of Water Resources Receipt

Receipt ID: E035138

Payment Amount	\$14.00	Date Received	6/22/09 10:59	Region	EASTERN
Payment Type	Check	Check Number	1571		
Payer	HAMILTON, LAYNE				

Comments 27-12108

Fee Details

Amount	Description	Fund	Fund Detail	PCA	Subobject
\$14.00	ADJUDICATION FILING FEE	0337		43503	1155

COPY COPY

Signature Line (Department Representative)

COPY

June 22, 2009 - Email sent to Ray Williams (cc: Michael). Thank you all hope you enjoyed your vacation. This letter was in the envelope with the check. Thank again
Korie

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Content of Folder

1. Articles of Incorporation Showing The Purpose of the Corporation was to deliver water obtain from a variety of sources.

9. Minutes of stockholders meeting where a motion was made to repair the old dam in the Blackfoot river until a new one could be built.

3. 1929 Engineer map showing that the Old Smith Maxwell ditch took water from both the Snake River and Blackfoot River

4. Affidavits from Claude Wren, Layne Hamilton and Dennis Hamilton.

5. Daniel Cavanaugh Water Location Record

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Department of Water Resources
Eastern Region

ARTICLES OF INCORPORATION.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a non-profit ditch corporation under the laws of the State of Idaho, and we hereby certify:

I

That the name of said corporation is
SMITH-MAXWELL DITCH COMPANY.

II

That the purposes for which said corporation is formed are to construct, enlarge, own the right of way, operate and maintain an irrigation canal or canals, in Bingham County, State of Idaho, to conduct and carry water from the Blackfoot River and from other sources through its canals for the irrigation of the land of its stockholders, and for other lands in Bingham County, Idaho, to enter into contracts for the diversion and distribution of water and to appoint the necessary officers or water managers for the diversion and distribution of water to its stockholders, to do all other things necessary to the full exercise of its powers.

III

That the place where its principal business is to be transacted shall be Blackfoot, Bingham County, State of Idaho.

IV

That the term for which it is to exist is fifty years from and after the date of its incorporation.

V

That the number of its directors shall be three, and the names and residences of those who are appointed

for the first year are:

NAME	RESIDENCE
H. W. Spencer	Blackfoot, Idaho
Edgar Fjeldsted	Blackfoot, Idaho
Everett E. Colborn	Blackfoot, Idaho

VI

That the capital stock of this corporation shall be \$10,000.00 divided into 1000 shares of the par value of ten dollars each.

VII

That the amount of the capital stock which has been actually subscribed is 799 shares and the following are the names of the persons by whom the same has been subscribed, to-wit:

NAME OF SUBSCRIBER	NUMBER OF SHARES	AMOUNT
B. D. Hansen	150	\$1,500.00
H. W. Spencer	80	800.00
Mrs. Emma Thompson	63	630.00
Harry Hamilton	86	860.00
Continental Life Insurance Co.	50	500.00
Edgar Fjeldsted	210	2,100.00
Everett E. Colborn	160	1,600.00

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 19th day of April, 1929.

H. W. Spencer (SEAL)

Edgar Fjeldsted (SEAL)

Everett E. Colborn (SEAL)

STATE OF IDAHO)
 : ss.
County of Bingham)

On this 19th day of April, 1929, before me,
Earl W. Cory, a Notary Public in and for said County and

State, duly commissioned, personally appeared H. W. Spencer, Edgar Fjeldsted and Everett E. Colborn personally known to me to be the persons whose names are subscribed to the written instrument, and they each duly 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 last above written.

(SEAL)

EARL W. CORY
Notary Public for State of Idaho,
Residence and P. O. Address:
Blackfoot, Idaho

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SPECIAL MEETING OF STOCKHOLDERS HELD Department of Water Resources
JULY 2ND, 1930. Eastern Region

Pursuant to notice to all of the stockholders of the Smith-Maxwell Ditch Company by personal service a Special Meeting of stockholders was held at the office of the Company at Blackfoot at seven o'clock P. M. on the 2nd day of July, 1930, for the purpose of considering proposition of constructing a dam across the Blackfoot River to divert water into the Corporation ditch for irrigation purposes.

Present: B. D. Hansen, Harry Hamilton, H. W. Spencer who also represented the stock of Emma E. Thompson, H. A. Jones, who represented the stock owned by the Continental Life Insurance Company, T. F. Wren who represented the stock of Edgar Fjeldsted, and Everett E. Colborn.

There being a majority of the issued and outstanding stock of said Company present and represented, the Meeting was called to order by T. F. Wren, President of the Board of Directors.

Minutes of the previous meeting were read and approved.

Motion was duly made, seconded and carried that the old dam in the Blackfoot River at the point of diverting water into the Smith-Maxwell Ditch be repaired for immediate use.

Motion was duly made, seconded and carried that a permanent dam in the Blackfoot River be constructed for the diversion of water into the Smith-Maxwell Ditch.

Motion was then made, seconded and carried that a man of experience be selected to construct and keep time on construction work of permanent dam in the Blackfoot River and for the extension of the Smith-Maxwell Ditch.

Motion was duly made, seconded and carried that Mr. Harry Hamilton see one Parley Harvey residing in the neighborhood of Springfield as to whether or not said Harvey would take charge of the aforesaid construction work and what his charges would be.

There being no further business the meeting adjourned.


Secretary-Treasurer.

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Department of Water Resources
Eastern Region

T.25.-R.36

Snake River

Idaho Canal

Blackfoot River

24

Snake River

Smith-Maxwell Ditch

23

22

New point of
Diversion

New Canal

Old

26

27

Blackfoot River

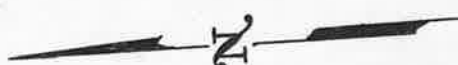
Blackfoot

T.3 S. - R.34 E. BOISE MERIDIAN

35

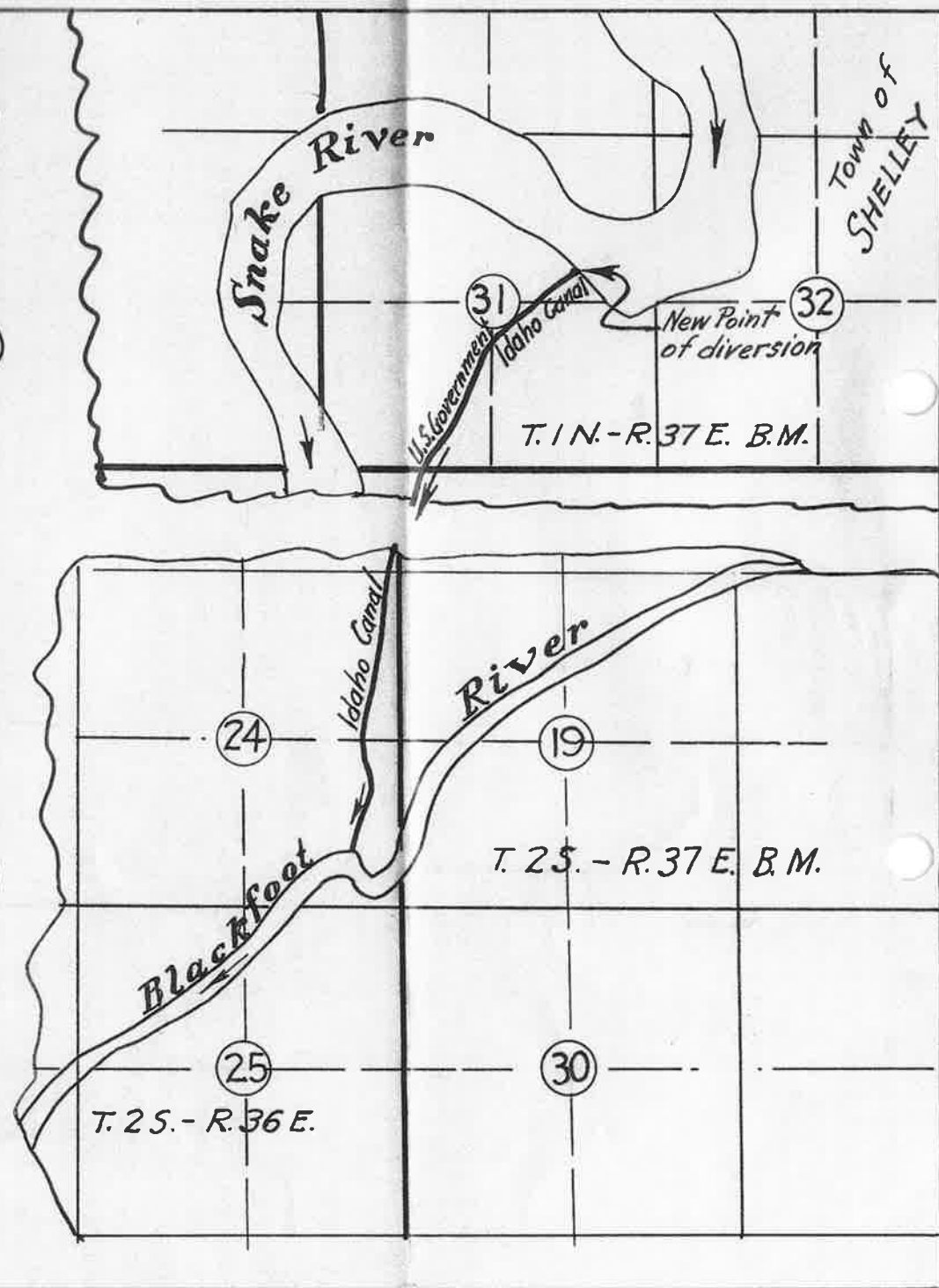
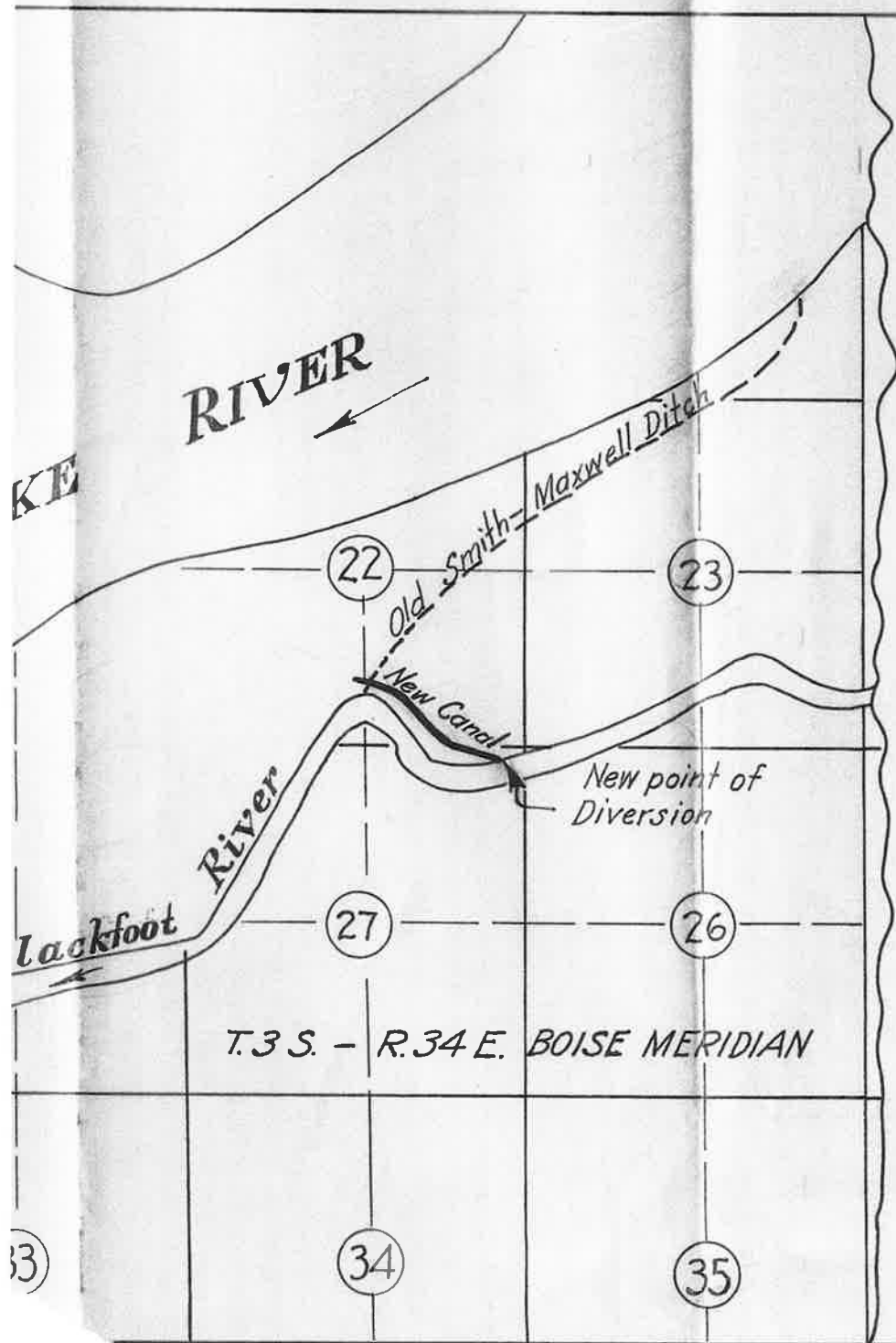
34

33



MAP SHOWING
CHANGE IN POINT OF DIVERSION
of the
SMITH-MAXWELL DITCH

Scale, 2 in. = 1 mi.
Fred W. Kiefer, Engineer
Blackfoot, Idaho - June 8, 1929



Affidavit

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Department of Water Resources
Eastern Region

Layne Hamilton being first duly sworn, deposes and says:

I have lived most of my life in the farming area that uses irrigation water provided by the Smith-Maxwell Ditch Company. I am secretary for the company and was ditch rider from 1973-1990.

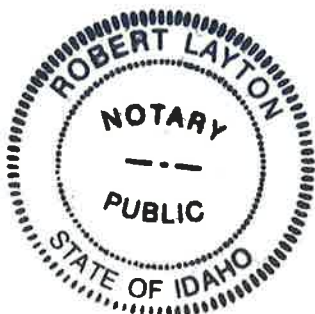
A 1929 Engineers map shows that the Smith-Maxwell Ditch Company diverted water from both the Snake and Blackfoot Rivers. The Company's minutes of July 1930 make reference to the old dam in the Blackfoot River.

In 1929, an agreement was made with the United States Government to carry the Snake River water through the government canal to the Blackfoot River. Stream fluctuations and periodic curtailment of the Snake River water in dry years resulted in the continuing use of some Blackfoot River water. Rainfall or releases by upstream canals frequently made Blackfoot River water available to the last diversion on the river.

Ditch company records, past users, and my own experience confirms that Blackfoot River water has historically and consistently been put to beneficial use on lands served by the Smith Maxwell Ditch Company.

Layne Hamilton
(Signature)

Subscribed and sworn to before me this 22 day of February, 2007



[Signature]

(Notary Public for Idaho)

Residing at: Blackfoot Id

My commission Expires: 3-15-10

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Department of Water Resources
Eastern Region

Affidavit

Claude Wren being first duly sworn deposes and says: My family
moved to the lower Riverton area in 1930. I was about 15 years old. We farmed and
irrigated in sections 21 and 22 of T35 R34E.

My father was the chairman of the board of directors of the Smith Maxwell Ditch
Company and responsible to keep the old dam in the Blackfoot River repaired until a new
one could be built.

Some years were extremely dry and we used any water that came down the
Blackfoot River.

Claude Wren

(Signature)

Subscribed and sworn to before me this 22 day of February, 2007



Robert Layton

(Notary Public for Idaho)

Residing at: Blackfoot Id

My commission Expires: 3-15-10

Affidavit

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Department of Water Resources
Eastern Region

Dennis G. Hamilton being first duly sworn, deposes and says: _____

As I grew up (1940-1960) I helped irrigate our family farm from the Smith-Maxwell Ditch. I helped with the repairs and upkeep of the ditches and the dam in the Blackfoot River.

In the dry years when we didn't have enough Snake River water we would do extra work on the rock dam so we could catch any Blackfoot River water that was not used by those further up the River. I helped fork by hand, straw and cow bedding to put between the Lava rocks so we could catch as much water as possible. Storms, harvest time, or overflow though waste ditches sometimes would provide us an opportunity to continue irrigating.

Dennis G. Hamilton

(Signature)

Subscribed and sworn to before me this 15th day of February, 2007

Richard D. Anderson

(Notary Public for Idaho)

Residing at: Moscow, Id

My commission Expires: 2-5-2009



WATER LOCATION RECORD.

SALT LAKE HERALD P. & P. Co.

WATER LOCATION

—OF—

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Department of Water Resources
Eastern Region
Pass
 Daniel Cavanagh

Notice is hereby given that the undersigned Citizen of the United States has appropriated two hundred inches of water measured under a four inch pressure from the water of Blackfoot River at the following described place to wit. At a point on Blackfoot River in the East quarter of section twenty two in Township 3 Range 34 E

Said water is appropriated for the purpose of Irrigating the following land to wit
The South West quarter of section twenty two
T 3 R 34 E

Said water is to be taken out by means of a dam and headgate, at the point before described and is conducted on said land by means of a ditch one foot deep and six feet wide to be hereafter made larger if necessary

Dan Cavanagh

Dated Blackfoot Sept 28th 1887

Recorded at the request of Dan Cavanagh
~~Oct~~ Sept 28th 1887 at 1:30 pm

Geo A. Roberson
Recorder

125-110-127
C.C.-6

DEPARTMENT OF THE INTERIOR
UNITED STATES INDIAN IRRIGATION SERVICE
Fort Hall Project.

THIS AGREEMENT made and entered into this seventh
day of June, 1929, by and between the United States
of America, acting in this behalf by C. A. Engle,
Supervising Engineer thereunto duly authorized, party of
the first part, and the Smith-Maxwell Ditch Company, a
corporation of Blingham County, State of Idaho, party of
the second part,

WITNESSETH:

THAT WHEREAS, the party of the first part is the
owner of an irrigation canal known as the Idaho ex-
Reservation Canal constructed for the purpose of con-
veying six hundred (600) second-feet of water from the
Snake River to the Blackfoot River for redistribution there-
from and use upon its Fort Hall irrigation project, with
priority date of December 14, 1891, fixed by decree by
the Sixth Judicial Court, State of Idaho, in the case
Bonburg Irrigation Company et al. vs. Teton Irrigation
Canal Company et al; and

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SCANNED
FEB 10 2006

WHEREAS, the stockholders of the party of the second part have a water right under the same decree for seventeen and eight-tenths (17.8) second-feet from the said Snake River with a priority of February 21, 1890, which right has been dedicated for the irrigation of approximately seven hundred ninety-one (791) acres in Sections twenty-one (21), twenty-two (22), twenty-four (24), twenty-seven (27) and twenty-eight (28), Township three (3) South, Range thirty-four (34) East, Boise Meridian, Idaho; and

WHEREAS, the party of the second part finds it difficult and expensive to divert its Snake River water directly to the said land, and accordingly is desirous of securing a right to convey said water through the Idaho or Reservation Canal, thence through the Blackfoot River to a diversion point on the North bank of the Blackfoot River, from which the East quarter corner of Section twenty-two (22), Township Three (3) South, Range thirty-four (34) East, Boise Meridian, Idaho, bears North $80^{\circ} 29'$, East 2756 feet;

NOW THEREFORE, for and in consideration of the sum of Two Thousand Four Hundred and no one-hundredths (\$2400.00) Dollars, to be paid as hereinafter provided, the party of the first part does hereby agree to grant

unto the party of the second part its successors and assigns a carrying capacity for the conveyance of seventeen and eight-tenths (17.8) cubic feet of water per second in the said Idaho Canal from the Snake River to the Blackfoot River.

The party of the second part agrees to pay the consideration of Two Thousand Four Hundred and no one-hundredths (\$2400.00) Dollars in twenty (20) equal annual installments, the first of which shall be due and payable upon execution of this agreement and the second and each succeeding installment shall be due and payable on or before the 1st day of April of each year thereafter until the total sum of Two Thousand Four Hundred and no one-hundredths (\$2400.00) Dollars shall have been paid. The party of the second part further agrees to pay interest on all deferred installments at the rate of six per cent (6%) per annum, annually on the 1st day of April of each year; provided, however, that all installments, together with all interest due thereon, may be paid at any time within the twenty (20) year period. All payments due hereunder shall be made to the Special Disbursing Agent, United States Indian Irrigation Service, Blackfoot, Idaho.

or to such other person as may be designated therefor by the Secretary of the Interior.

It is hereby further mutually understood and agreed that no title shall pass until final payment is made, and that default in payment of any annual installment or of the interest when due may, in the discretion of the Secretary of the Interior, render this agreement null and void and work a forfeiture to the United States of America of all amounts paid hereunder.

The party of the first part undertakes to divert and carry for and on behalf of the party of the second part, which party hereby expressly authorizes the said party of the first part to so divert and carry its water, the above described quantity of water through the Idaho or Reservation Canal to the Blackfoot River at such time or times and only when water is available from the Snake River for the said Fort Hall project under said priority order of December 14, 1891, hereinbefore mentioned, and when such diversion for the Fort Hall project is permitted in accordance with the State laws of Idaho as enforced by the Snake River Watermaster, District No. 36. It is further agreed that the party of the first part does not undertake

or assume any responsibility for the delivery of water for the party of the second part beyond the point at which it enters the Blackfoot River channel from the Idaho or Reservation Canal, the delivery of water from that point to the diversion dam of the party of the second part being under the regulation and control of the Blackfoot River Watermaster, District No. 34, who will regulate and determine the amount of water to be diverted allowing for reasonable transmission losses.

It is expressly understood and agreed that the party of the first part shall not be liable for any payment of damages or refund of money paid hereunder because of any failure to carry water in said canal occasioned by hostile diversion, unusual drought, interruption of service made by necessary repairs, damages caused by floods or other acts of God, unlawful acts, unavoidable accidents, unforeseen exigency and valid prior rights of other parties.

The diversion of water herein provided for and the use of carrying capacity shall be only during the irrigation season, which for the purpose of this agreement shall be between the 1st day of April and the 15th day of October of each year.

It is further expressly understood and agreed that the party of the first part its successors and assigns shall at all times have exclusive control of the canal, and the party of the second part shall not in any manner at any time interfere with or assume the management of said canal or of any water flowing therein or of any of the structures belonging to and built by the party of the first part for regulation and measurement or control thereof; and the party of the first part is hereby further expressly released from any and all obligations in any manner whatsoever arising in connection with this agreement for the things to be done or omitted in relation thereto, not specifically provided for herein.

The party of the second part further agrees to pay on or before April 1st of each year hereafter, to the Special Disbursing Agent, United States Indian Irrigation Service, Blackfoot, Idaho, or to such other person as the Secretary of the Interior may designate, its proportionate share of operation and maintenance of the said Idaho or Reservation Canal, including the cost of control and diverting the water flow therein, any and all improvements

or betterments thereof, the diversion works therefor, any of the structures on or along the same and any new or additional ditch or structures built for the diversion, control or distribution of water into, by, or from said canal, including any structures in the Blackfoot River. In the event payment of any such expense is not made on or before the due date the party of the first part may stop and prohibit the flow of water belonging to or to be carried for the party of the second part until such payment with interest at six per cent (6%) for the period of delinquency shall have been made.

In determining the proportionate share of the annual operation and maintenance charge to be paid by the party of the second part, it is agreed that the share shall be in the ratio of the number of second-feet to which the party of the second part is entitled to the entire carrying capacity of the canal, or as seventeen and eight-tenths (17.8) second-feet in to seven hundred and fifty (750) second-feet, the total capacity.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the party of the first part shall be obligated to carry the water for the party of the second part only at such times as

there may be a surplus of capacity in the Idaho Canal, and said party of the first part shall not be bound to divert, carry or deliver the said seventeen and eight-tenths (17.8) second-feet or any part thereof except when the Snake River is sufficiently high to permit the diversion of water in exercise of the right of the party of the first part; nor shall the party of the first part be bound or obligated to place obstructions in the river or to remove gravel bars or other deposits from the diversion works or canals in order to provide the necessary capacity for carrying the said seventeen and eight-tenths (17.8) second-feet of water or to do any other work except such as may be necessary for the conveyance of its own water.

The party of the second part agrees that it will bear its proportionate share or the losses in transmission through the Idaho Canal and the Snakefoot River, which is now estimated to be about twenty per cent (20%), and also to pay its proportionate share each year of the cost of the Snakefoot River water distribution and watermaster, District No. 34 expenses under such terms and conditions as may be determined by the Watermaster.

It is understood and agreed that when the rights of the party of the first part as of priority date December 14, 1991, shall have become exhausted, cut off or rendered unavailable, then and in that event the said party of the first part does not undertake or assume any responsibility for the delivery of the seventeen and eight-tenths (17.8) second-feet of water for the party of the second part until such water rights of the party of the first part are again restored.

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

WITNESSES:

W. E. Blomgren
Blackfoot Idaho
Edward W. Dory
Blackfoot, Idaho

UNITED STATES OF AMERICA

By C. J. Engle
Supervising Engineer.

SMITH-MAHRELL DITCH COMPANY

By Edgar Feldstedt
Authorized Agent.

ATTEST:

Ernest C. Colborn
Secretary.

Approved:

JUN 23 1923

R. M. Dixon
Full Assistant Secretary of the Interior.

STATE OF IDAHO,)
County of Bingham.)

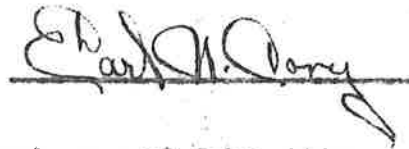
C E R T I F I C A T E

I, the undersigned, hereby certify that the following are true and correct copies of motion and resolution appearing in the minutes of the meeting of the Board of Directors of the Smith-Maxwell Ditch Company, a corporation, held at 3 o'clock P. M. on the 20th day of May, 1929:

"Upon motion duly made and carried Edgar Fjeldsted was elected President of the Board, Everett E. Colborn Secretary and B. D. Hansen, Treasurer. Thereupon the President and Secretary assumed their respective offices."

"BE IT RESOLVED: That the President and Secretary of this corporation be and they are hereby authorized to enter into a contract with the United States of America by and through C. A. Eagle, Supervising Engineer thereunto duly authorized for a right of way in the Idaho Reservation Canal for the conduct of 17.8 feet of water from the point of diversion in said canal in Snake River to the point where it dumps into the Blackfoot River for the sum of \$2,400.00, payable in twenty equal installments, the first installment to be paid at the time of execution and delivery of the contract and the remainder thereof on the 1st day of April of each year thereafter, together with six per cent interest on deferred payments and that the stock of said corporation be assessed each year for a sufficient amount in addition to all other expenses to pay said installments and the interest thereon."

I further certify that said Edgar Fjeldsted as president and said Everett E. Colborn as secretary of said corporation executed the hereunto annexed instrument for and on behalf of said corporation.



Subscribed and sworn to before me this 3rd day of July, 1929.


J. H. ANDERSON
Notary Public for State of Idaho
Residence: Blackfoot, Idaho

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 27-12108
Date Received: 9/30/2005
Receipt No:
Received By:

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

1. Name of Claimant(s)

SMITH-MAXWELL DITCH CO Phone: (208)785-0666
C/O LAYNE HAMILTON
839 W RIVERTON RD
BLACKFOOT ID USA 83221

2. Date of Priority: 06/07/1929

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	Type
03S	34E	22	SE SE SE 7	BINGHAM	

5. Description of diverting works:

CONCRETE DAM IN THE BLACKFOOT RIVER. SMITH MAXWELL HEADGATE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	10/15	20	
STOCKWATER	03/15	12/15	0.14	

7. Total Quantity Appropriated is:
20 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
03S	34E	21	SE SW 3	IRRIGATION	10
			SE SW 19	IRRIGATION	
			NE SE 5	IRRIGATION	20

			NE	SE	13	IRRIGATION	
			SW	SE		IRRIGATION	40
			SE	SE	5	IRRIGATION	40
			SE	SE	13	IRRIGATION	
						Section Acres	110
03S	34E	22	SE	NE	1	IRRIGATION	15
			NE	SW	3	IRRIGATION	20
			NW	SW	4	IRRIGATION	30
			SW	SW		IRRIGATION	40
			SE	SW		IRRIGATION	40
			NE	SE		IRRIGATION	35
			NW	SE		IRRIGATION	5
			SW	SE	6	IRRIGATION	38
			SE	SE	7	IRRIGATION	38
			SE	SE	8	IRRIGATION	
						Section Acres	261
03S	34E	27	NW	NE	1	IRRIGATION	30
			NE	NW	1	IRRIGATION	40
			NW	NW		IRRIGATION	40
			SW	NW	2	IRRIGATION	40
			SE	NW	1	IRRIGATION	15
			NW	SW	2	IRRIGATION	7
						Section Acres	172
03S	34E	28	NW	NE		IRRIGATION	40
			SE	NE	5	IRRIGATION	39
			NE	NW		IRRIGATION	40
			NW	NW	1	IRRIGATION	30
			NW	NW	11	IRRIGATION	
			SW	NW	2	IRRIGATION	40
			SW	NW	12	IRRIGATION	
			SE	NW		IRRIGATION	5
			NW	SW	3	IRRIGATION	30
			NW	SW	13	IRRIGATION	
						Section Acres	224
03S	34E	29	NE	NE	9	IRRIGATION	2
			SE	NE		IRRIGATION	28
			NE	SE	13	IRRIGATION	17
						Section Acres	47
						Total Acres	814

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:

14. Remarks:

15. Basis of Claim: Beneficial Use

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 27-12108

Date Received 9-30-05

Receipt Number E031292

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) Smith-Maxwell Ditch Co Phone (208) 785-0666
Mailing Address C/O Layne Hamilton
839 West Riverdon Rd. Blackfoot Ida Zip 832212. Date of Priority (Only one (1) per claim) June 7 19293. Source of water supply (a) Blackfoot River
which is tributary to (b) Snake River4. a. Location of existing point of diversion is: Township 03S Range 34E Section 22,
SE 1/4 of SE 1/4 of SE 1/4, Govt. Lot, 7 B.M., County of Bingham

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____
_____ 1/4, Govt. Lot _____ B.M., County of _____5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.Concrete dam in the
Blackfoot River - Smith Maxwell Headgate

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Irrigation purposes from 4/1 to 10/15 amount 20 or _____

For Stockwater purposes from 3/15 to 12/15 amount 0.14 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 20 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
~~35~~	~~34E~~	~~27~~		<u>35</u>			<u>40</u>	<u>40</u>	<u>40</u>	<u>15</u>									<u>170</u>
~~35~~	~~34E~~	~~28~~				<u>30</u>													<u>30</u>
			See 01-10058 for land list.																

Total number of acres irrigated 814.0 ac.

11. In which county (ies) are lands listed above as place of use located? Bingham

12. Do you own the property listed above as place of use? Yes _____ No X
If your answer is No, describe in Remarks below the authority you have to claim this water right.

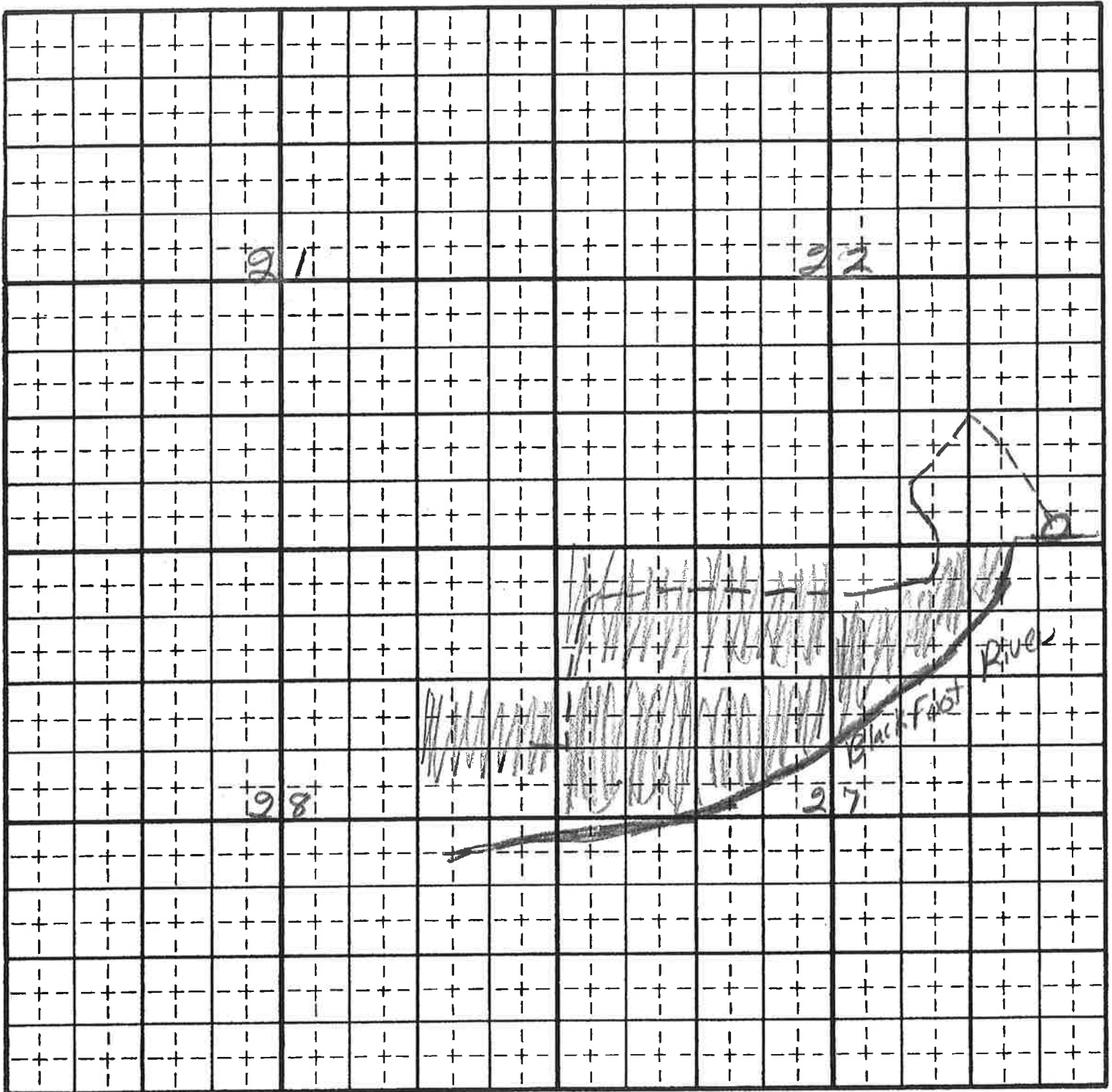
13. Describe any other water rights used at the same place and for the same purposes as described above.
Smith Maxwell Decree Snake River A01-10058 or None ()

14. Remarks: Irrigation Company

Last Name Smith Maxwell Ident No. _____

Map of Project: show clearly the position of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile



Last Name Smith Maxwell Ident No. _____

15. Basis of Claim (check one) ☒ Official Use ☐ Posted Notice ☐ License ☐ Permit ☐

If applicable provide IDWR Water Right Number _____

Court _____ Case Number _____ Decree Date _____

Plaintiff vs 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 0

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am Secretary Title _____

of Smith Maxwell Ditch Company Organization _____, that I have signed the foregoing

document in the space below as Secretary Title _____ of Smith Maxwell Organization _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Layne Hamilton

Title and Organization Smith Maxwell Ditch Company Date Sept 30 05

State of Idaho/or _____)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 30th day of Sept 19 2005



Notary Public Jennifer Crabtree

Residing at Idaho Falls ID

My Commission Expires 9/23/09

Please Print Name _____

17. Notice of Appearance:

Notice is hereby given that _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name Smith Maxwell Ident. Number _____