

05/21/2003

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

RIGHT NUMBER: 29-603A

NAME AND ADDRESS: TODD GILBERT
PO BOX 302
INKOM ID 83245

JANINE GILBERT
PO BOX 302
INKOM ID 83245

SOURCE: INDIAN CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.140 CFS

DIVERSION FROM THE PORTNEUF RIVER UNDER THIS RIGHT IS LIMITED TO
THOSE TIMES WATER IS AVAILABLE FOR DIVERSION UNDER THIS RIGHT AND
PRIORITY FROM INDIAN CREEK.

PRIORITY DATE: 05/31/1908

POINT OF DIVERSION:

T07S R36E S21 NWSW Rediversion Within BANNOCK County Source: INDIAN CREEK

T07S R36E S21 SWSW Within BANNOCK County Source: INDIAN CREEK

T07S R36E S21 SWSW Injection Within BANNOCK County Source: INDIAN CREEK

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.140 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T07S R36E S20	NESE	0.5	T07S R36E S20	SWSE	0.5
T07S R36E S20	SESE	13.0	T07S R36E S21	SWSW	1.0

15 ACRES TOTAL

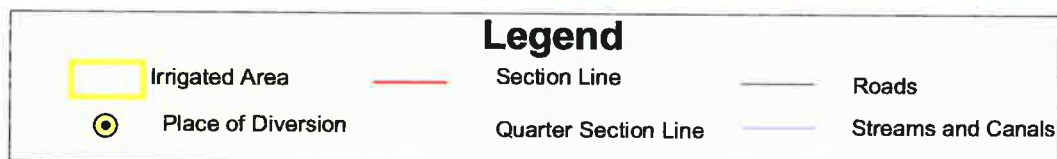
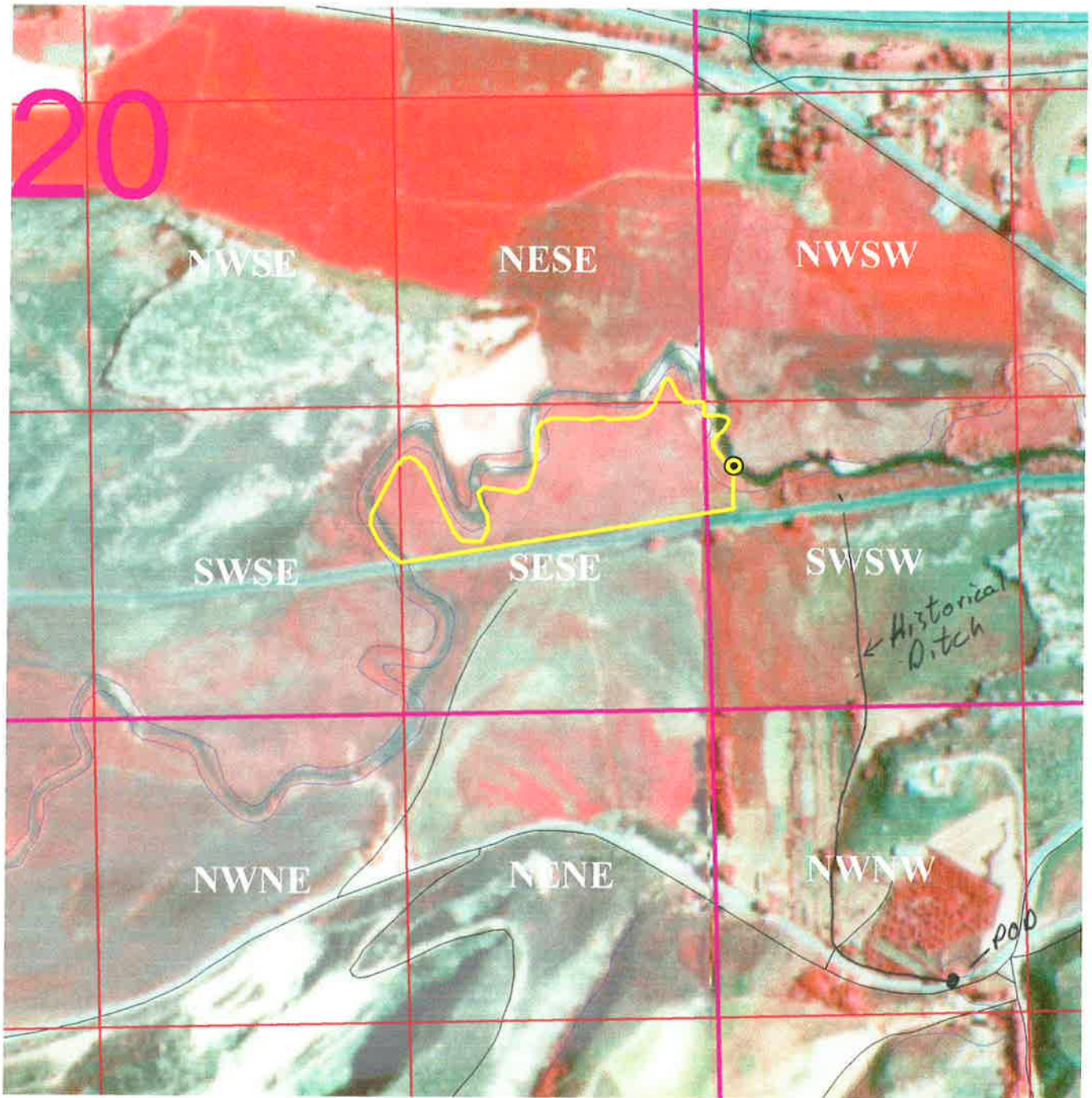
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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: Decreed

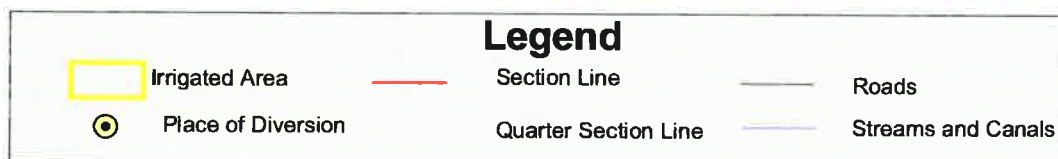
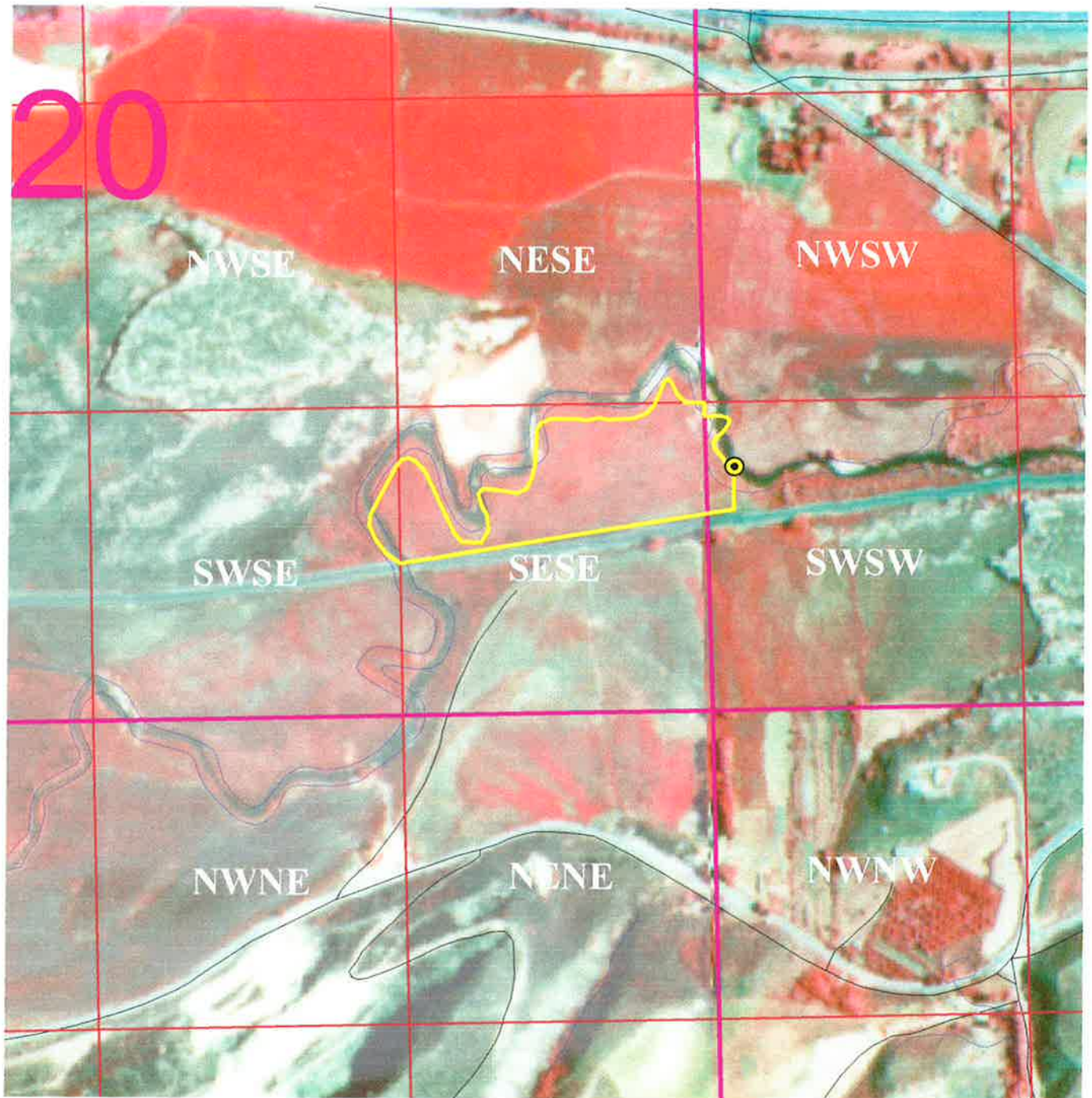
Water Right Claim Number A29-00603A
Township , 7S36E

08/28/2000



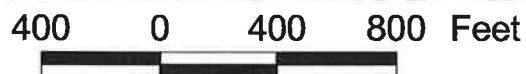
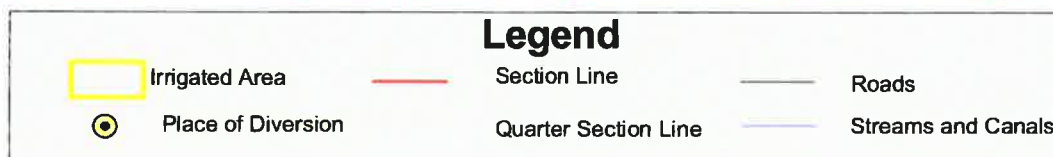
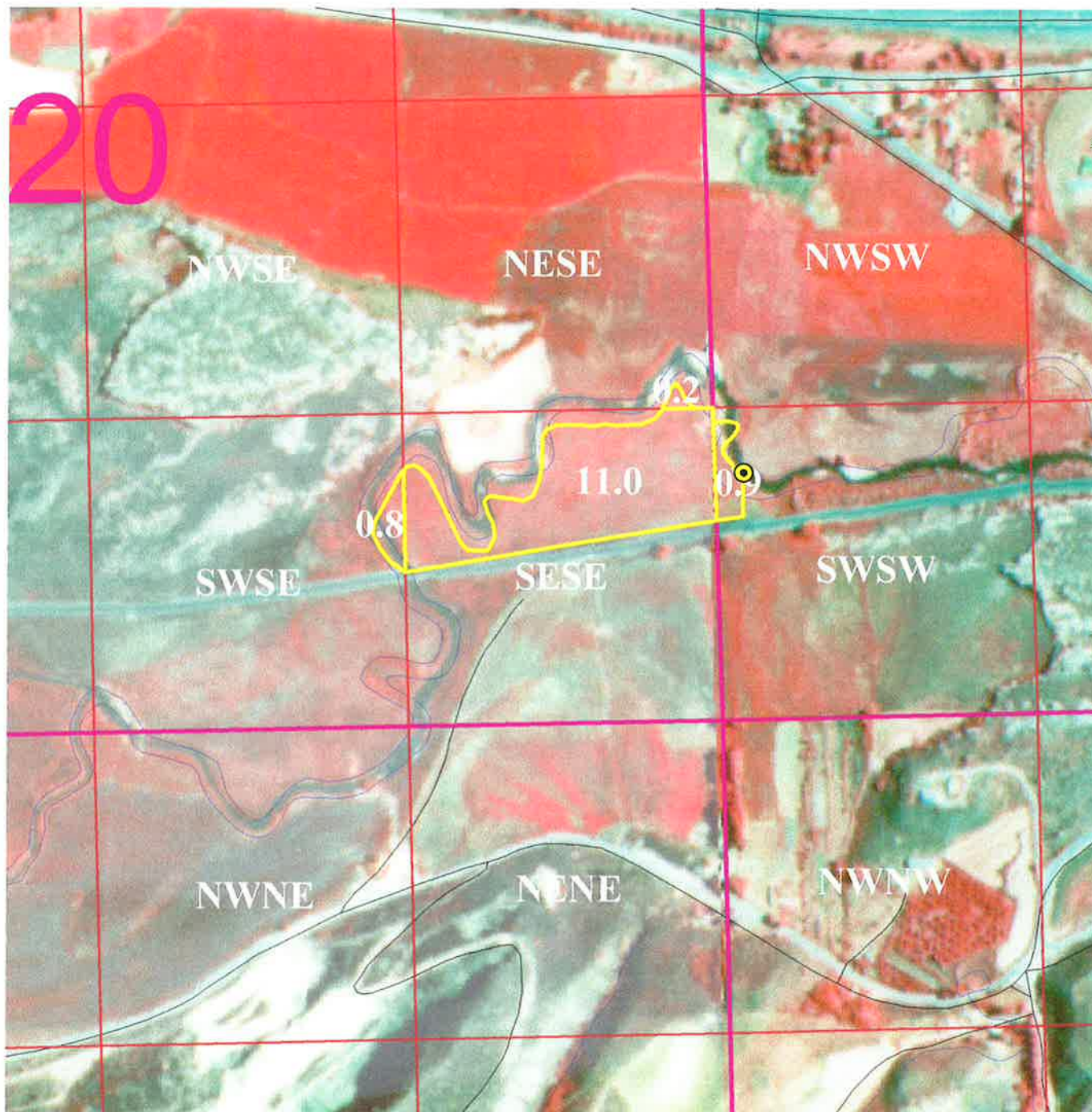
Water Right Claim Number A29-00603A
Township , 7S36E

08/28/2000



Water Right Claim Number A29-00603A
Township , 7S36E

08/28/2000

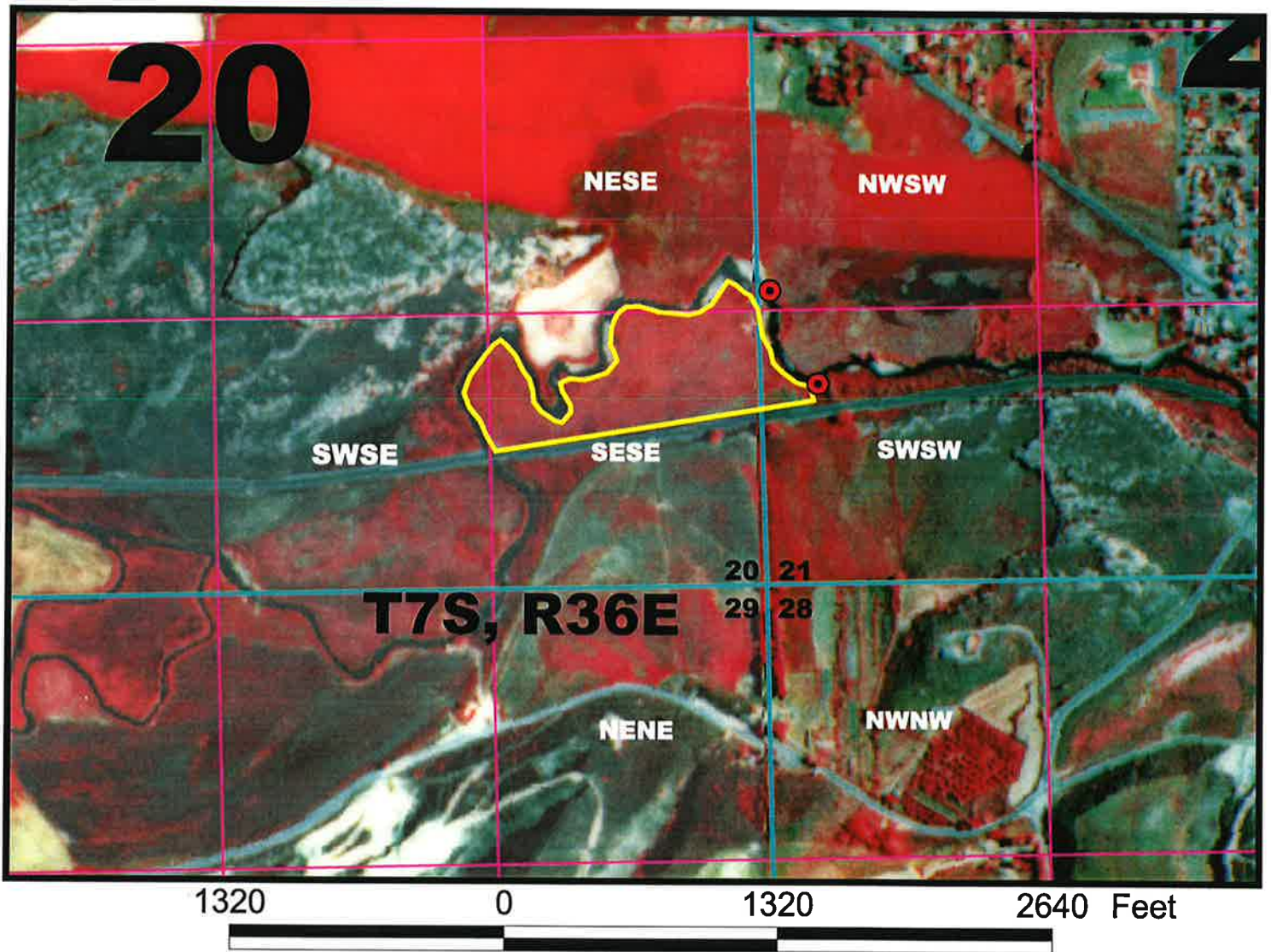




STATE OF IDAHO

Department of Water Resources
Eastern Region

Water Right(s): 29-00603A



Total Irrigated Acres: 15.0

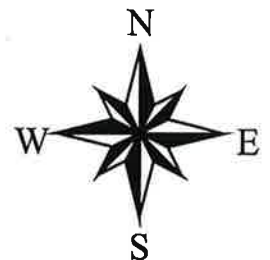
● Point(s) of Diversion

□ Place of Use

□ Quarter Quarter Lines

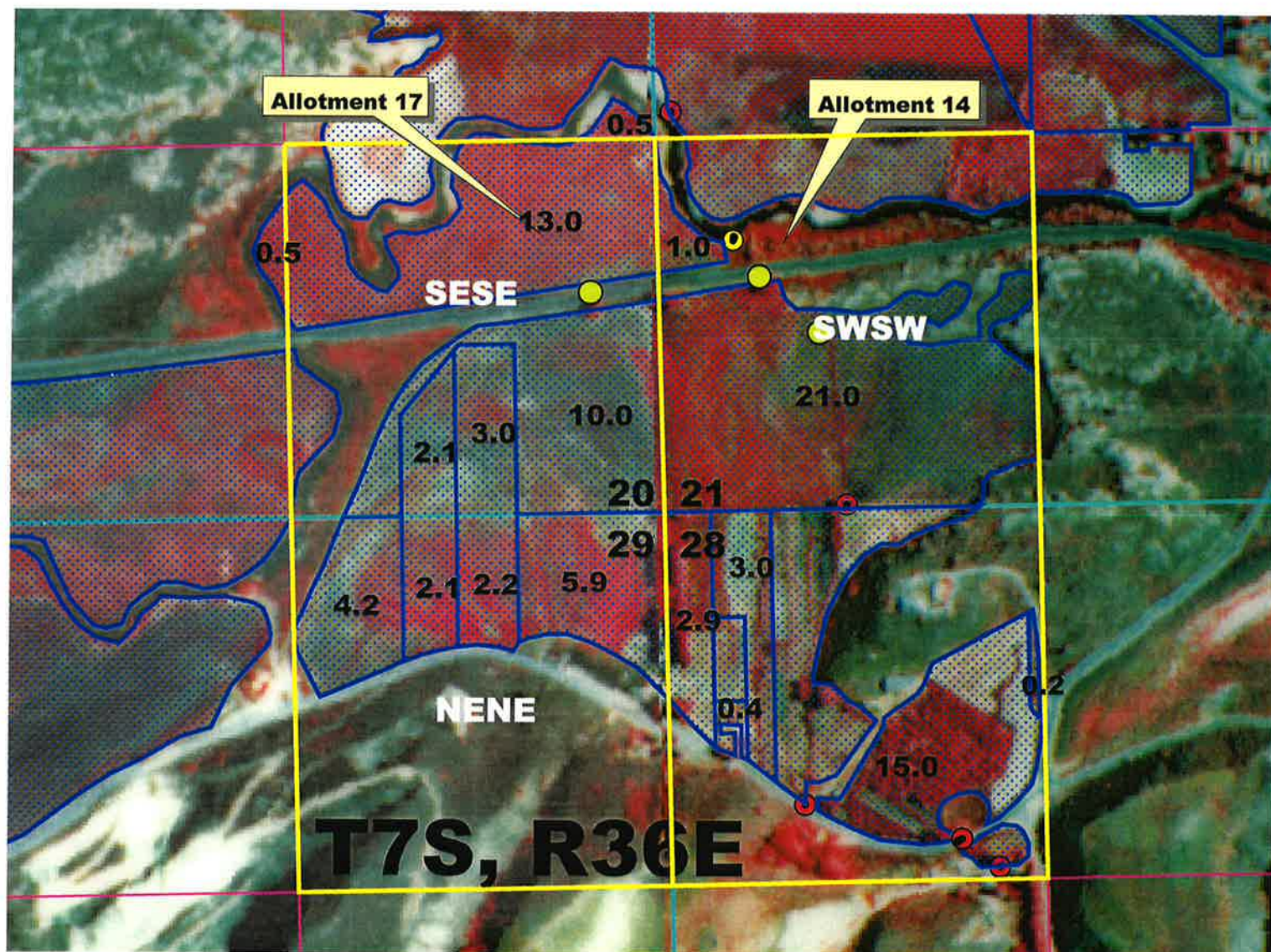
□ Section Lines

SCANNED
DEC 13 2005



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: C. Saxton
Date: May 2003

Recommended POU map for splits of 29-00603 and 29-00604



Point of Diversion - N/A

Total Acres:



City of Pocatello Tax Lot Data



Recommended POU



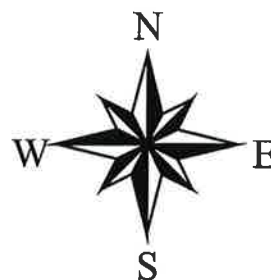
Indian Allotment Boundary N/A



Section Lines



Quarter Quarter Lines



Prepared By: Craig Saxton
April 2003

DEC 13 2005
SCANNED

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 29-603A V1

WATER RIGHT NUMBER: 29-603A V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	US DEPT OF INTERIOR BUREAU OF INDIAN AFFAIRS 911 NE 11TH AVE PORTLAND, OR 97232
Current Owner	TODD GILBERT PO BOX 302 INKOM, ID 83245 (208)775-3698
Current Owner	JANINE GILBERT PO BOX 302 INKOM, ID 83245 (208)775-3698

Priority Date: 05/31/1908

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
INDIAN CREEK	PORTNEUF RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 10/31	0.140 CFS	
	<u>Total Diversion:</u>	0.140 CFS	

Location of Point(s) of Diversion

INDIAN CREEK	SW1/4SW1/4	Sec. 21, Twp 07S, Rge 36E, B.M.
BANNOCK County		
INDIAN CREEK	SW1/4SW1/4	Sec. 21, Twp 07S, Rge 36E, B.M.
BANNOCK County	(Injection)	
INDIAN CREEK	NW1/4SW1/4	Sec. 21, Twp 07S, Rge 36E, B.M.
BANNOCK County	(Rediversion)	

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S	36E	20													.5		.5	13.0	14.0
07S	36E	21											1.0						1.0

Total Acres: 15

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 29-603A V1

Conditions of Approval:

1. DIVERSION FROM THE PORTNEUF RIVER UNDER THIS RIGHT IS LIMITED TO THOSE TIMES WATER IS AVAILABLE FOR DIVERSION UNDER THIS RIGHT AND PRIORITY FROM INDIAN CREEK.
2. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Remarks:

Comments:

1. csaxton 12/10/2002 POD
Comment: Indian Creek Decree does not define POD.
2. csaxton 12/10/2002 Diversion Rate
Comment: See Excel analysis spreadsheet in file and memorandum.
3. csaxton 12/10/2002 Priority Date
Comment: PRIORITY DATE NOT GIVEN IN DECREE, BUT RT. 29-0603 IS SUPERIOR & PRIOR TO DEFENDANTS RTS. 29-0606 THRU 29-0610. (One day prior to priority for 29-00606 thru 29-00610 csaxton)
4. csaxton 12/10/2002 Source
Comment: Source claimed as trib to the Portneuf River. USGS quad maps indicate that Indian Creek sinks. But since water still makes it to the Portneuf thru a man-made channel which is now assumed to be the natural channel, recommend as tributary to the Portneuf river.
5. csaxton 12/10/2002 Water Ownership
Comment: Statement from Jacke Karlson states that Todd Gilbert has right to this water.
6. csaxton 12/10/2002 POU
Comment: 1 acre of claimed POU is not part of allotment 17 or 14, but was most likely irrigated under this right. 1 acre of the 15 claimed/recommended is included w/o C05, but was not considered during CFS calculation because it is not in the decreed POU.
7. csaxton 5/21/2003 POD(2)
Comment: Claimant actually pumps from the Portneuf River under this right. Treat the Portneuf as a means of conveyance for Indian creek water. Recommend Point of injection and POD at the point Indian creek water reaches the Portneuf, and the point water is pumped from the Portneuf as a point of re-diversion.

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 29-603A V1

Dates and Other Information:

Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal: S
 Owner Name Connector: OR
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Contacts	12/10/2002 10:11:22 AM	csaxton			Active
Priority Date	12/10/2002 10:17:20 AM	csaxton			Active
POD	12/10/2002 10:18:19 AM	csaxton			Active
Source	12/10/2002 10:27:24 AM	csaxton			Active
POU	12/10/2002 10:29:44 AM	csaxton			Active
Use	12/10/2002 10:36:24 AM	csaxton			Active
Season	12/10/2002 10:37:26 AM	csaxton			Active
Quantity	12/10/2002 10:37:46 AM	csaxton			Active
Summary			12/10/2002	csaxton	Active

Verification Log:

<u>Element</u>	<u>Date Time Stamp</u>	<u>Reviewer</u>	<u>Log text</u>
POD	12/10/2002 10:19:02 AM	csaxton	Edited point location
POD	12/10/2002 10:19:20 AM	csaxton	Edited PLS
Contacts	12/10/2002 10:11:23 AM	csaxton	(No) 1. Do you want to schedule an appointment? Comment for 1: FE 5/30/02
Priority Date	12/10/2002 10:17:20 AM	csaxton	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (No) 5. Does the decree or license have a Priority Date? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 29-603A V1

POD	12/10/2002 10:18:20 AM	csaxton	(Yes) 1. Is the basis of this claim a Decree or License? (No) 4. Does the Decree or License have a POD? (No) 6. Is there evidence that there has been a change in the POD? (Yes) 9. Does the file contain all the necessary information to verify the POD? (No) 10. Is a POD remark and/or condition required?
Source	12/10/2002 10:27:24 AM	csaxton	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a source? (Yes) 5. Can the claimed source be verified using the water right file? (No) 11. Is a Source remark and/or condition required?
POU	12/10/2002 10:29:45 AM	csaxton	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file? (No) 14. Is a POU remark and/or condition required?
POU	12/10/2002 10:34:35 AM	csaxton	Edited shape boundary
POU	12/10/2002 10:34:54 AM	csaxton	Edited PLS
Use	12/10/2002 10:36:25 AM	csaxton	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file? (No) 13. Is a Purpose of Use remark and/or condition required?
Season	12/10/2002 10:37:26 AM	csaxton	(Yes) 1. Is the basis of claim Decree or License? (No) 4. Does the Decree or License have a Period of Use? (No) 6. Is there evidence that there has been a change in the Period of Use? (Yes) 12. Does the file contain all the necessary information to verify the Period of Use? (No) 13. Is the basis of claim a decree, license, or a transferred beneficial use right that has had the Period of Use administratively determined? (Yes) 15. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 29-603A V1

Quantity	12/10/2002 10:37:47 AM	csaxton	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a diversion rate and/or volume? (Yes) 5. Can the claimed diversion rate and/or volume be verified using the water right file? (No) 8. Does the parent right have an annual diversion volume limit? (No) 9. Is the source Groundwater and does the purpose of use require a diversion volume limit? (No) 11. Has a diversion volume limit been established by a decree, license or transfer for this water use? (No) 12. Is a Quantity remark or condition required?
Summary	12/10/2002 10:39:32 AM	csaxton	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (No) 5. Is an additional remark and/or condition required? (Yes) 6. Would you like to view the recommended right? (Yes) 7. Is this a split or combined right? (No) 8. Do you have documents you would like to attach or link to the file? (Yes) 9. Would you like to set the verification date?
POD	5/21/2003 2:55:24 PM	csaxton	Edited point location
POD	5/21/2003 2:55:38 PM	csaxton	Edited point location
POD	5/21/2003 2:55:58 PM	csaxton	Edited point location



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 21, 2003

TODD GILBERT
JANINE GILBERT
PO BOX 302
INKOM ID 83245

RE: Notice of Error reply for Snake River Basin Adjudication (SRBA) claim 29-00603A

Dear Mr. and Ms. Gilbert,

Our office received the notice of error reply you sent in. We spoke about this briefly over the phone, but I wanted to send you letter to address your concerns.

On the notice of error reply you stated that the priority date on the claims is wrong and should be 1886 since your property falls on and old Indian Allotment.

It is true that the claimed POU for 29-00603 does fall on and Indian allotment. However, your property was included in the Indian Creek decree *United States of America, and Turman J. Hofhine vs C. S. Skeem, Marcus Skeem, S. H. Cotterel and L. L. Walker.*

At the time this court case was being reviewed the priority date for the water rights on your property were established. I cannot recommend a priority date prior to the decreed date from this source since in 1920 the court established the priority date.

This is the same issue with your fathers water rights from Rapid Creek.

Further questions on this issue can be directed to Candice McHugh, Deputy Attorney General at (208) 327-7900.

Please feel free to drop me a line if you have further questions.

Respectfully submitted,

Craig L. Saxton
Sr. Water Resource Agent
Adjudication Bureau

SCANNED

DEC 13 2005

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 29-603A V1

WATER RIGHT NUMBER: 29-603A V1

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	US DEPT OF INTERIOR BUREAU OF INDIAN AFFAIRS 911 NE 11TH AVE PORTLAND, OR 97232
Current Owner	TODD GILBERT PO BOX 302 INKOM, ID 83245 (208)775-3698
Current Owner	JANINE GILBERT PO BOX 302 INKOM, ID 83245 (208)775-3698

Priority Date: 05/31/1908

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
INDIAN CREEK	~~SINKS~~ Portneuf River

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 10/31	~~0.131 CFS~~ 0.14	
	<u>Total Diversion:</u>	~~0.131 CFS~~ 0.14	

Location of Point(s) of Diversion

INDIAN CREEK	~~SE 1/4 NW 1/4 NW 1/4~~	Sec. 28, Twp 07S, Rge 36E, B.M.	
BANNOCK County	SW SW	81 75 36E	Injection
	NW SW	21 75 36E	Re-diversion
<u>Place of Use</u>	SW SW	21 75 36E	POD
IRRIGATION			

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S	36E	20													.5		.5	13.0	14.0 ✓
07S	36E	21																	1.0 ✓

Total Acres: 15 ✓

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Remarks:

SCANNED

DEC 13 2005

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommendation Report 29-603A V1

Comments:

1. csaxton 12/10/2002 POD
Comment: ~~USGS quad shows that natural stream channel of Indian Creek stops on Wells property. Historically the POD went to Portneuf river. Recommend POD on Wells property for all users for rights downstream of wells property, or north of Portneuf RD.~~ *Decree doesn't define POD*
- ✓ 2. csaxton 12/10/2002 Diversion Rate
Comment: See Excel analysis spreadsheet in file and memorandum.
- ✓ 3. csaxton 12/10/2002 Priority Date
Comment: PRIORITY DATE NOT GIVEN IN DECREE, BUT RT. 29-0603 IS SUPERIOR & PRIOR TO DEFENDANTS RTS. 29-0606 THRU 29-0610. (One day prior to priority for 29-00606 thru 29-00610 csaxton)
4. csaxton 12/10/2002 Source
Comment: Source claimed as Portneuf river. Decreed as Indian Creek. Recommend as Indian Creek. No accomplished change in source. *Point of Injection and Rediversion*
- ✓ 5. csaxton 12/10/2002 Water Ownership
Comment: Statement from Jacke Karlson states that Todd Gilbert has right to this water.
6. csaxton 12/10/2002 POU
Comment: 1 acre of claimed POU is not part of allotment 17 or 14, but was most likely irrigated under this right. 1 acre of the 15 claimed/recommended is included w/o C05, but was not considered during CFS calculation because it is not in the decreed POU.

Dates and Other Information:

Decreed Date:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
Defendant:
Plaintiff:
Civil Case Number:
Judicial District:
Notice of Error Flag:
State or Federal: S
Owner Name Connector: OR
Water District Number:
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False

Element Reviewed/Verified Dates:

<u>Element</u>	<u>Last Reviewed Date</u>	<u>Reviewer</u>	<u>Last Verified Date</u>	<u>Verifier</u>	<u>Status</u>
Contacts	12/10/2002 10:11:22 AM	csaxton			Active
Priority Date	12/10/2002 10:17:20 AM	csaxton			Active
POD	12/10/2002 10:18:19 AM	csaxton			Active
Source	12/10/2002 10:27:24 AM	csaxton			Active
POU	12/10/2002 10:29:44 AM	csaxton			Active
Use	12/10/2002 10:36:24 AM	csaxton			Active
Season	12/10/2002 10:37:26 AM	csaxton			Active

DEC 13 2005

Craig

02/08/2003

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: April 21, 2003

Water right number: 29-603A

TODD GILBERT
PO BOX 302
INKOM ID 83245
Telephone Number: (208)775-3698

JANINE GILBERT
PO BOX 302
INKOM ID 83245
Telephone Number: (208)775-3698

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

priority date on this claim
is wrong. This is an Indian Allotment

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

should be 1886
went to court in 1910 and was decreed
to Indians already established in area.

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: 3-3-03

SIGNATURE:

Todd Gilbert

Please print your name:

Todd Gilbert

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

Craig - Please call Todd to discuss this right and

Also his father's recommendations — 775-3698 Hm
241-4656 car

TH
AC

SCANNED

DEC 13 2005

8-26-02 : From Field exam on 5-20-02

: Portneuf River Pump : Case Corporation
Model = 4 - 3211
PSI = 50
Lift 6'
85 HP

: A29-00603A - Same pump as Demars
= South of Road
= A POU in Dec 1986 according to deed
↳ + source

: Pump Puts water across River to S. Side of River

8-29-02 : Claimed POU Irrigated Two Years ago Per claimant

: Todd said that there is a culvert that diverted the main channel of Indian Creek to his claimed POU.

12-10-02 : Not enough Information to recommend Accomplished Change in Source. 17 1995 Exam shows only 0.47 cfs flowing through Indian Creek. This changing source would allow claimant to divert water from Portneuf when Indian Creek was dry. This would cause injury to downstream Portneuf users. Need to file Formal TR.

Recommend source Indian Creek

4-21-03 : Spoke with Todd last week (I can't remember what day). He was concerned that at the Rapid Creek water meeting no one wanted to hire a Watermaster. He wanted to know what he could do about Regulation. I told him to call Skip.

SCANNED

DEC 13 2005

PROTECTED

Split history for Decreed Right 29-00603 & 604

WR

Claimed

Recommend

29-00603 0.4	29-00603A	Gilbert	29-00603A	Gilbert	Deed Silent	0.14 15	Not On Decreed POU Karlson says this is Gilberts Diversion Rate Calc for 14 ac
		0.2 15		0.2 15			
	29-10522	Karlson(?)	29-13122	Karlson	Approx 1/2 " hand written	0.513 35.2	POU 14 & 17 good
		0.2 (603) 0.67 (604) 52.5		0.72 43.1			
29-00604 0.8			29-13123	Burton	Approx 1/2 " hand written	0.049 5.2	POU 17 claimed water from 14 & 17
				0.08 5.2			
			29-13124	Rendace	Approx 1/2 " hand written	0.04 4.2	POU 17 claimed water from 14 & 17
				0.07 4.2			
	29-00604A	Wells	29-00604A	Wells	Conversation notes say he gets %52 of 604	0.271 15	POU 14 Good
		0.42 21		0.42 21			
	29-00604B	Whitworth	29-00604E	Hahn	Deed Silent	0.021 1.2	POU 14 Good
		0.07 3.5		0.05 2.5			
			29-00604F	Anderson	Deed Silent	Disallow	Covered by 29-00604C
				0.02 1			
	29-00604C	Anderson	29-00604C	Anderson	Deed Silent	0.054 3	Disallow Not enough evidence of use so far POU 14 Good
		0.075 3		0.075 3			
	29-00604D	Spencer Renumbered	29-13464	Spencer	Deed Silent	0.108 8.8	Referred to 29-13464 POU 14 & 17 CO5
		0.235 12		0.235 12			
	29-00604G	Derbidge	29-00604G	Derbidge	No Deed in File	0.004 0.2	POU 14 Good
		0.02 0.5		0.02 0.5			
	29-12528	Hahn			Domestid Partial Decreed	0.06 Domestic	Partially Decreed
		0.06 Domestic		0.06 Domestic			
Sum Rec CFS=						1.26	
Sum Rec Acre=						87.8	
Un-accounted for CFS=						-0.06	
Un-accounted for Acres=						N/A	

* Both Rights over claimed. Decree doesn't mention duty of water. No claims deeds show deeded water.
 Since 29-00604D is disallowed, actual total recommended diversion rate is 0.806 cfs
 This right is over recommended by 0.006 cfs

Allotment 14: 29-00604

Allotment 17: 29-00603

Sum CFS & Acreage
for Rights

	1		13
	21		10
	2.9		2.1
	3		3
	0.4		4.2
	15		2.1
	0.2		2.2
	0.8	Not Recommended	5.9
0.8	44.3	0.4	42.5

Per Acre = 0.018059 0.00941176

	Acreage	CFS		Acreage	CFS
29-00603A	1	0.018		13	0.122
29-00604A	15	0.271			
29-00604C	3	0.054			
29-00604D 29-13464 (renumbered)	2.9	0.052		5.9	0.056
29-00604E	1.2	0.022			
		0.021 actual			
29-00604F DISALLOW					
29-00604G	0.2	0.004			
29-13122	21	0.379		14.2	0.134
29-13123				5.2	0.049
29-13124				4.2	0.040
29-12528	Domestic	0.060			
Total Acres	44.3	0.860		42.5	0.400

CFS	Acreage
0.140	14
0.271	15
0.054	3
0.108	8.8
0.022	1.2
0.021 Actual	
0.004	0.2
0.513	35.2
0.049	5.2
0.040	4.2
0.060	Domestic
1.260	86.8

Since 29-00604D is disallowed, actual total recommended diversion rate is 0.806 cfs
This right is over recommended by 0.006 cfs

SCANNED

DEC 13 2005

Memorandum

Date: June 12, 2003

To: File

From: Craig L. Saxton

Subject: Diversion rate break down splits of decreed right 29-00604 and Source.

Diversion Rate:

This right was divided by calculating the total irrigated acreage within Indian allotment #14 and then proportioning out the water accordingly. The diversion rate per acre for users of 29-00604 came to 0.018 cfs per acre.

One week before the deadline for the directors report for Basin 29 was issued. It was discovered that 29-12528 claimed 0.06 cfs based on 29-00604 and was partially decreed by the SRBA court on 6/24/1998. This right was not originally included in the proportionate split.

Thus, the result would be that the recommendation for split portions for 29-00604 is 0.06 cfs greater than the decreed diversion rate.

However, 29-00604C was recommended as disallowed. Despite that this claim was disallowed, the appropriate diversion rate was included in the proportioning of the right. Otherwise stated, I held out 0.054 cfs for this claim incase proof could be shown that this was a valid water right. At this time, no evidence has been provided.

So:

Total decreed diversion rate for 29-00604 = 0.80 cfs

If all claims were recommended, total recommended diversion rate would = 0.86 cfs

However, since 29-00604C was disallowed, the actual total recommended diversion rate = 0.806.

This right is over recommended by 0.006 cfs. Due to possible rounding error, the fact that this is such a small diversion rate, and the short time line, I did not re-proportion the diversion rate among the users.

If the claimant of 29-00604C files an objection, the diversion rate will have to be re-evaluated for all split portions of 29-00604 and all diversion rate recommendations will most likely need to be reduced.

Source:

IDWR paralegal Vicky Music found that the "decision" in U.S. v. Skeem and it specifically says that Indian creek during high water carries considerable volume of water and is continuous from its source to the Portneuf but that after approximately May 1 it ceases to flow past 1 mile from its source.

Source Recommended as Indian Creek Tributary to the Portneuf River.

SCANNED

DEC 13 2005

Memorandum

Analysis of Decreed rights 29-00603 and 29-00604 (Indian Creek)

This right was over claimed. Deeds do not show ownership of water.

How right was divided and recommended to respective claimants:

29-00603 was decreed to Indian allotment NO:17

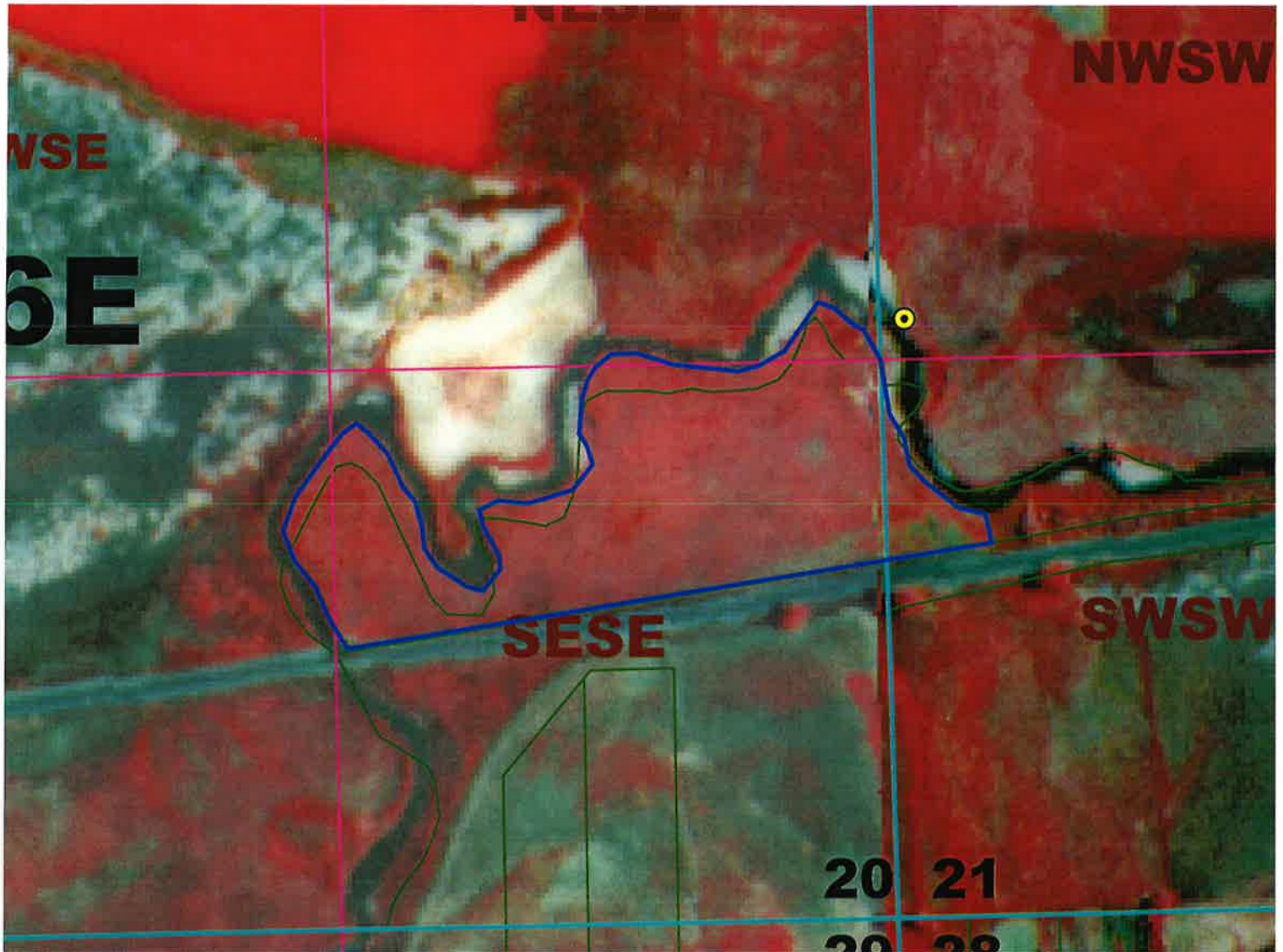
29-00604 was decreed to Indian allotment NO: 14

POU that would be recommended for respective claims was calculated. Diversion rate was then proportioned out equally to users with POU within the Decreed POU.

If claimant claimed water decreed for allotment 14 and they only had a POU in allotment 17, the proportionate amount of recommended diversion rate was only taken from allotment 14 since there is no evidence of accomplished transfer.

SCANNED
DEC 13 2005

29-00603A - Gilbert



Point of Diversion

Irrigated POU Acreage: 14



Claimed Place of Use



Claimant Property Boundary - N/A



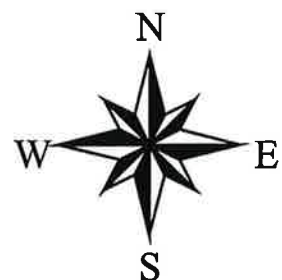
Bannock Co Tax Lot Data



Section Lines



Quarter Quarter Lines



SCANNED
DEC 13 2005

Prepared By: Craig Saxton
August 2002

Greg,

Nb weren't sure of
where to initial the paper to
show where we wanted the water
amount changed.

We do not wish to
claim Todd Gilberts water.
If there's a problem, let
us know.

Thanks,

Jackie Carlson

RECEIVED

AUG 03 1995

Department of Water Resources
Eastern District Office

SCANNED

DEC 13 2005

MICROFILMED

NOV 13 1995

JUN 11 2001

Log for claim A29-00603A

Spatial Dynamics LTD

8/28/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
07s36e	20	NESE	1	0.2	
07s36e	20	SWSE	1	0.8	
07s36e	20	SESE	12	11	
07s36e	21	SWSW	1	0.9	
Totals:			15	12.9	

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	TODD GILBERT	05/31/1908	IRRIGATION	04-01 11-01	0.200 CFS	
C	JANINE GILBERT					
	PO BOX 302					
	INKOM ID 83245					
	(208) 775-3698					
				TOTAL DIVERSION:	0.200 CFS	
				CONSUMPTIVE USE:		37.50 AFA

Water Source: PORTNEUF RIVER

Tributary to: SNAKE RIVER

Stage: DECREED

Point(s) of Diversion:

T07S R36E S21

NWSWSW

BANNOCK 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		
07S	36E	20	:					:					:					:	01		01	12	:	14.0
07S	36E	21	:					:					:			01		:					:	1.0
																						TOTAL ACRES		15.0

POU County: BANNOCK

Non-Irrigation Uses: N/A

Other Rights: N/A

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

A29-00287 A29-04497 A29-10522 A29-11812 A29-11813

Remarks: GEN P/D & P/U NOT LISTED IN DECREE.
P/U WITHIN ALLOTMENT NO. 17 OF FORT HALL INDIAN RESERVATION HELD
IN TRUST BY U.S. FOR TSACOROB.
PRIORITY DATE NOT GIVEN IN DECREE, BUT RT. 29-00603 IS SUPERIOR &
PRIOR TO DEFENDANTS RTS. 29-00606 THRU 29-00610.
ORIGINAL SOURCES WERE INDIAN CK., TRIB. SINKS: ALL SPRINGS
ARISING IN OR SOURCES ARE ADJACENT TO THE BED OR CHANNEL OF
INDIAN CREEK.
THIS CLAIM IS A PORTION OF DECREED WATER RIGHT 29-00603.
***** MEMO TO THE FILE 02/13/1990 PRM. *****
CLAIMANT HAS INDICATED THAT THE LANDS LISTED AS PLACE OF USE FOR
THIS NOTICE OF CLAIM ARE NOT PRESENTLY BEING IRRIGATED AND MAY
NEVER HAVE BEEN IRRIGATED. AS STATED ABOVE, THE SOURCE OF THIS
WATER RIGHT WAS ORIGINALLY INDIAN CREEK, TRIB. TO SINKS AND
SPRINGS TRIB. TO INDIAN CREEK. CLAIMANT IS PROPOSING TO IRRIGATE
USING PORTNEUF RIVER AS SOURCE. RECOMMEND FIELD EXAM!!

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag:

AJ5809NP
No. A29-00603A

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 05/18/00
PAGE: 86

=====
Audit: 02/13/90 MEYER 06/01/94 COX 03/29/95 POST-STD



POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. any defect in or lien or encumbrance on such title;
3. lack of a right of access to and from the land; or
4. unmarketability of such title.

IN WITNESS WHEREOF, First American Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

COUNTERSIGNED BY
FIRST AMERICAN TITLE
COMPANY, INC.

BY: 

First American Title Insurance Company

BY



PRESIDENT

ATTEST



SECRETARY

MICROFILMED
NOV 13 1992

SCHEDULE OF EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY:

1. ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING ORDINANCES) RESTRICTING OR REGULATING OR PROHIBITING THE OCCUPANCY, USE OR ENJOYMENT OF THE LAND, OR REGULATING THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND, OR PROHIBITING A SEPARATION IN OWNERSHIP OR A REDUCTION IN THE DIMENSIONS OR AREA OF THE LAND, OR THE EFFECT OF ANY VIOLATION OF ANY SUCH LAW, ORDINANCE OR GOVERNMENTAL REGULATION.
2. RIGHTS OF EMINENT DOMAIN OR GOVERNMENTAL RIGHTS OF POLICE POWER UNLESS NOTICE OF THE EXERCISE OF SUCH RIGHTS APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS (a) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT; (b) NOT KNOWN TO THE COMPANY AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO THE INSURED CLAIMANT EITHER AT DATE OF POLICY OR AT THE DATE SUCH CLAIMANT ACQUIRED AN ESTATE OR INTEREST INSURED BY THIS POLICY AND NOT DISCLOSED IN WRITING BY THE INSURED CLAIMANT TO THE COMPANY PRIOR TO THE DATE SUCH INSURED CLAIMANT BECAME AN INSURED HEREUNDER; (c) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT; (d) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR (e) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule C, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS - NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an

insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. NOTICE OF LOSS - LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

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(Continued on inside back cover)
NOV 13 1992

SCHEDULE A

Total Fee for Title Search, Examination
and Title Insurance \$ 87.00

Amount of Insurance: \$ 5,350.00

Policy No. D-537322
Order No. 9477

Date of Policy: December 11, 1986 at 9:03 a.m.

1. Name of Insured:

TODD GILBERT AND JANINE GILBERT, Husband and Wife

2. The estate or interest referred to herein is at Date of Policy vested in:

TODD GILBERT AND JANINE GILBERT, Husband and Wife

3. The estate or interest in the land described in Schedule C and which is covered by this policy is:

A FEE SIMPLE ESTATE

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SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

1. General taxes for Fiscal year 1987 and subsequent years not yet due and payable.
LIABILITY FOR ADDITIONAL ASSESSMENT AND SUBSEQUENT TAX BILLING IF ANY, PURSUANT TO IDAHO CODE SECTIONS 63-403 and 63-3905.
2. An easement for public utilities and incidental purposes, together with the rights of ingress and egress necessary for the use and maintenance thereof as granted to IDAHO POWER COMPANY by an instrument recorded October 1, 1929 in Book 62, No. 346. Said Easement being for Power Lines.
3. An easement for public utilities and incidental purposes, together with the rights of ingress and egress necessary for the use and maintenance thereof as granted to IDAHO POWER COMPANY by an instrument recorded July 1, 1930, in Book 64, No. 273. Said Easement being for Power Lines.
4. An easement for public utilities and incidental purposes, together with the rights of ingress and egress necessary for the use and maintenance thereof as granted to IDAHO POWER COMPANY by an instrument recorded August 12, 1939 in Book 79, NO. 389. Said Easement being for Power lines.
5. An easement for public utilities and incidental purposes, together with the rights of ingress and egress necessary for the use and maintenance thereof as granted to PACIFIC NORTHWEST PIPELINE CORPORATION by an instrument recorded March 3, 1956 in Book 123, as Nos. 589 and 593. Said Easement being for Pipe Line.

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NOV 13 1992

continued on page 2

6. An easement for public utilities and incidental purposes, together with the rights of ingress and egress necessary for the use and maintenance thereof as granted to PACIFIC NORTHWEST PIPELINE CORPORATION by an instrument recorded April 26, 1956 in Book 125, No. 86. Said Easement being for Pipe lines.
7. An easement for public utilities and incidental purposes, together with the rights of ingress and egress necessary for the use and maintenance thereof as granted to IDAHO POWER COMPANY by an instrument recorded November 13, 1929 in Book 9, as No. 199. Said Easement being for Transmission Lines.
8. An easement for public utilities and incidental purposes, together with the rights of ingress and egress necessary for the use and maintenance thereof as granted to IDAHO POWER COMPANY by an instrument recorded March 17, 1955 in Book 120, as No. 434. Said Easement being for Transmission Lines.
9. The effect of and conditions contained in Easement recorded December 8, 1949, in Book 105, No. 577.
10. The effect of and conditions contained in AGREEMENT, recorded December 8, 1948, Book 15 of Agreements, No. 28.
11. The effect of and conditions contained in Agreement recorded April 14, 1949, in Book 15 of Agreements, as No. 63.
12. The effect of and conditions contained in Agreement recorded April 14, 1949, in Book 15 of Agreements, as No. 65
13. The effect of and conditions contained in Agreement recorded November 13, 1929, in Book 9 of Agreements, as No. 199.
14. The effect of conditions contained in Right of Way contract, recorded March 3, 1956, Book 123, as No. 595.
15. The effect of and conditions contained in that certain Easement Agreement between WILLIAM H. TINDORE and ARMOND C. HALL, recorded March 20, 1945, in Book 14, as No. 277.

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SCHEDULE C

The land referred to in this policy is situated in the State of Idaho
County of Bannock

and is described as follows:

A Parcel of land located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 20 and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 21 T. 7 S., R. 36 E.B.M., and more particularly described as follows: All that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 20 and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 21 that is situated North of the Union Pacific Railroad Row and Southerly and Easterly of the left bank of the Portneuf River. The property contained in this description is included on a record of survey for the Downey State Bank of the A. G. Hall property on record at the Bannock County Courthouse. Contains 15.3 acres.

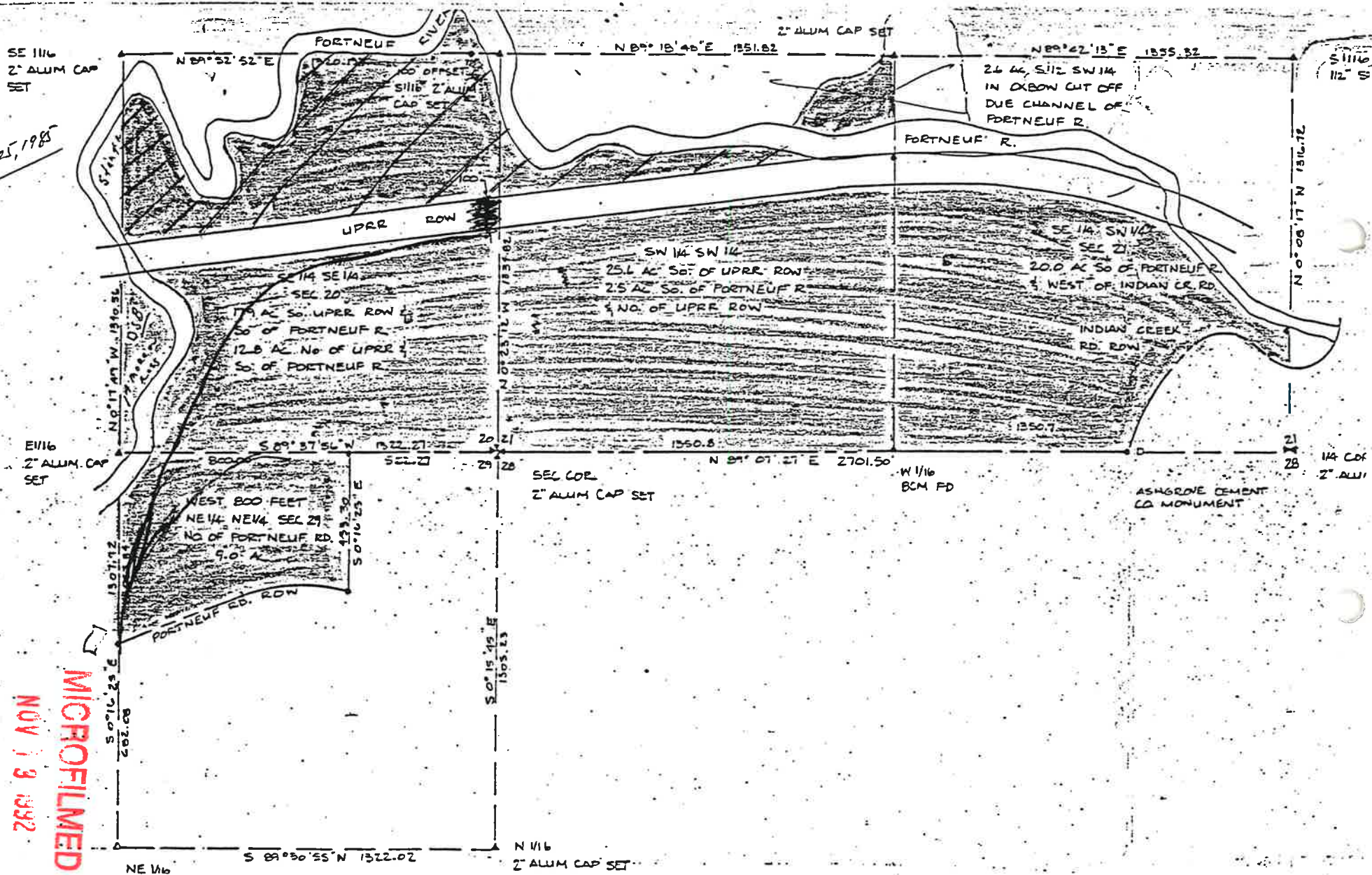
Together with an easement in perpetuity for ingress and egress over and through that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 20 being South of the Union Pacific Railroad Row and that portion of the West 800 feet of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 29 being North of the Portneuf Road. More specifically described as follows:

A strip of land 31 feet wide situate in and being all that part of the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 20 and the Northeast quarter (NE $\frac{1}{4}$) of Section 29, Township 7 South, Range 36 East of the Boise Meridian in BANNOCK COUNTY, IDAHO, that lies Westerly and Northerly of a line that is parallel with and 8.5 feet distant, measured at right angles and/or radially, on the Southeasterly side, and that lies Easterly and Southerly of a line that is parallel with and 22.5 feet distant measured at right angles and/or radially, on the Northwesternly side of the hereinafter described center line of Spur Track of the Oregon Short Line Railroad Company, as located and survey, and extending Southwesterly from the Southerly line of the right of way of the Oregon Short Line Railroad Company, leased to the Union Pacific Railroad Company, which Southerly line is parallel with and 50 feet distant Southerly, measured at right angles, from the Southerly main track of said Railroad Company as now constructed and operated, to the West line of said Northeast quarter (NE $\frac{1}{4}$) of Section 29.

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NOV 13 1992

July 25, 1985



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NOV 13 1992



First American Title Insurance Company

NATIONAL HEADQUARTERS: 114 E. FIFTH ST., SANTA ANA, CA 92701 • (714) 558-3211

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NOV 13 1992

CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. APPORTIONMENT

If the land described in Schedule C consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its main office at 421 North Main Street, Santa Ana, California, or to the office which issued this policy.

MICROFILMED

NOV 13 1992

785937

A PARCEL OF LAND LOCATED IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 20 AND THE SW $\frac{1}{4}$ SECTION 21 T. 7 S., R. 36 E.B.M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL THAT PORTION OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 20 AND THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ SECTION 21 THAT IS SITUATED NORTH OF THE UNION PACIFIC RAILROAD ROW AND SOUTHERLY AND EASTERLY OF THE LEFT BANK OF THE PORTNEUF RIVER. THE PROPERTY CONTAINED ON THIS DESCRIPTION IS INCLUDED ON A RECORD OF SURVEY FOR THE DOWNEY STATE BANK OF THE A. G. HALL PROPERTY ON RECORD AT THE BANNOCK COUNTY COURTHOUSE. CONTAINS 15.3 ACRES.

TOGETHER WITH AN EASEMENT IN PERPETUITY FOR INGRESS AND EGRESS OVER AND THROUGH THAT PORTION OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 20 BEING SOUTH OF THE UNION PACIFIC RAILROAD ROW AND THAT PORTION OF THE WEST 800 FEET OF THE NE $\frac{1}{4}$ NE $\frac{1}{4}$ SECTION 29 BEING NORTH OF THE PORTNEUF ROAD. MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 31 FEET WIDE SITUATE IN AND BEING ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION 20 AND THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 36 EAST OF THE BOISE MERIDIAN IN BANNOCK COUNTY, IDAHO, THAT LIES WESTERLY AND NORTHERLY OF A LINE THAT IS PARALLEL WITH AND 8.5 FEET DISTANT, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, ON THE SOUTHEASTERLY SIDE, AND THAT LIES EASTERLY AND SOUTHERLY OF A LINE THAT IS PARALLEL WITH AND 22.5 FEET DISTANT MEASURED AT RIGHT ANGLES AND/OR RADIALLY, ON THE NORTHWESTERLY SIDE OF THE HEREINAFTER DESCRIBED CENTER LINE OF SPUR TRACK OF THE OREGON SHORT LINE RAILROAD COMPANY, AS LOCATED AND SURVEYED, AND EXTENDING SOUTHWESTERLY FROM THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE OREGON SHORT LINE RAILROAD COMPANY, LEASED TO THE UNION PACIFIC RAILROAD COMPANY, WHICH SOUTHERLY LINE IS PARALLEL WITH AND 50 FEET DISTANT SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY MAIN TRACK OF SAID RAILROAD COMPANY AS NOW CONSTRUCTED AND OPERATED, TO THE WEST LINE OF SAID NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 29.

MICROFILMED

NOV 13 1992

WARRANTY DEED
(CORPORATE FORM)

785937

IRELAND BANK

organized and existing under the laws of the State of Idaho, with its principal office at
MALAD of County of ONEIDA, State of Idaho,
grantor, hereby CONVEYS or GRANTS and WARRANTS TO

TODD GILBERT AND JANINE GILBERT, HUSBAND AND WIFE

BOX 302

INKOM, IDAHO 83245

grantee
for the sum of

DOLLARS,
County,

the following described tract(s) of land in
State of Idaho:

SEE ATTACHED DESCRIPTION

Location of above described property

House No.

Street

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this day of , A.D. 19

IRELAND BANK

(CORPORATE NAME)

By R. Blair Hawkes
R. Blair Hawkes PRESIDENT

Attest: Evelyn F. Harrison
SECRETARY

(CORPORATE SEAL)

CORPORATE SEAL

State of Idaho ss.
County of Oneida

On the 8th day of December, A.D. 1986

Personally appeared before me R. Blair Hawkes
and Evelyn F. Harrison
who being by me duly sworn did say, each for himself, that
he said R. Blair Hawkes President and Secretary
the president, and he, the said Evelyn F. Harrison is the secretary

of Ireland Bank
a corporation, and that the within and foregoing
instrument was signed in behalf of said corporation by authority of a
resolution of its board of directors and said R. Blair Hawkes
President and Secretary
each duly acknowledged to me that said corporation executed the
same and that the seal affixed is the seal of said corporation.

My residence is Malad, Idaho
My commission expires 12/7/91
(NOTARY SEAL)

STATE OF IDAHO, COUNTY OF

at the

785937

NO. 785937
RECORDER AT REQUEST OF
FIRST AMERICAN TITLE CO.
'86 DEC 11 A9:03

OFFICE OF COUNTY CLERK
BANNOCK COUNTY, IDAHO
LARRY W. SHAN RECORDS
FEE \$4.00 DEPUTY REC

PIONEER TITLE COMPANY
OF BANNOCK COUNTY
Pocatello, Idaho - 208-233-9595

Indian Cr. 29 H 1

RECEIVED

JUL 2 1975

Department of Water Resources
Eastern District Office

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE
DISTRICT OF IDAHO, EASTERN DIVISION.

United States of America,
and Turman J. Hoffine,

Complainants,

vs.

C. S. Skeem, Marcus Skeem,
S. H. Cottarel and L. L.
Walker,

Defendants.

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DECREE.

The above entitled cause having heretofore been submitted upon stipulation of facts entered into by and between the respective parties thereto, through their attorneys and solicitors of record, and thereafter the said cause having been by order of court referred for the taking of further testimony touching certain material matter at issue therein; and thereafter, on the 6th day of October, A. D., 1919, said cause having been finally submitted for decision, and the briefs of the respective parties having been duly filed and considered, and the Court being now fully advised in the premises;

IT IS NOW, THEREFORE, ORDERED, ADJUDGED, AND DECREED, that the United States of America, in its capacity as guardian for those certain tribal Indians, its wards, in the complaint herein named, to-wit, Tindore, Mogozaah, Robert Tindore, Pattish, Teacorobe, Hovedore Tindore and Pae Emb, has a right to the use of the waters of Indian Creek superior and prior to all rights of use of the defendants herein, or ^{and three fifths} of any of them, to the extent of one/second feet of water;

34

that ^{of} the said amount, one-fourth thereof is hereby ordered and decreed held by the said United States of America for the purpose of irrigation and domestic use upon allotment No. 17 of the Fort Hall Indian Reservation, held in trust by the United States for Tsacorobe, and one-half of said amount for like use upon allotment No. 14 of said reservation likewise held in trust for Hevedore Tindore, and the remaining one-fourth of said amount for like use upon allotment No. 15 likewise held in trust for Fee Emb; the term all waters of Indian Creek, as used herein, shall be understood to mean and include also the waters of all springs arising in and adjacent to the bed or channel of said stream.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that neither the United States of America nor the aforesaid allottees, Tindore, Mogoza, Robert Tindore and Pattish, have any right whatever to the use of any of the waters of said creek as hereinbefore defined with which to irrigate any of the lands embraced in allotments Nos. 11, 12, 13 and 14 of the Fort Hall Indian Reservation.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that, subject to the prior and superior rights of the United States as hereinbefore decreed and defined, the defendants C. S. Skeem and S. H. Cotterel, the latter having been heretofore substituted in place of the original defendants Leroy Lewis and C. L. Bishop, have jointly, share and share alike, the right to use 2.08 second feet of the waters of said Indian Creek, said right being of the priority of, and dating from, June 1, 1908, and all water used pursuant to such right to be diverted at the present point of diversion, in the

northwest quarter of the northeast quarter of section 6, township 8 south, range 36 east, Boise Meridian, and all waters so diverted to be used for irrigation and domestic purposes upon lot 1 in section 5, lot 4 in section 4, both in township 8 south, and the southeast quarter of the southwest quarter of section 32, and the southwest quarter of the northwest quarter of section 33, both in township 7 south, and all in range 36 east of Boise Meridian, and belonging to the defendant C. S. Skeem, and lot 3 of section 4 in township 8 south, and the northwest quarter of the southwest quarter, and the northeast quarter of the southwest quarter, and the southeast quarter of the southwest quarter of section 33, in township 7 south, and all in range 36 east of Boise Meridian belonging to S. H. Cotterel.

AND IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that, subject to the prior and superior rights of the United States as hereinbefore decreed and defined, the defendant Marcus Skeem shall have the right to the use of one-tenth of one second foot of the waters of Indian Creek, which right is of the priority of, and dates from, June 1, 1908, and the further right to the use of one second foot of the waters of said Indian Creek, which last decreed right is of the priority of, and dates from, June 1, 1910, all the water used pursuant to above said rights to be diverted at the present point of diversion near where certain springs arise in and adjacent to the bed or channel of said Indian Creek, at a point about one-half mile from the southern boundary of the land of the United States comprised in the allotments hereinbefore described,

all waters so diverted to be used for irrigation and domestic purposes upon the southwest quarter of the northwest quarter, and the northwest quarter of the southwest quarter, and the southwest quarter of the southwest quarter of section 28, and the northwest quarter of the northwest quarter of section 33, all in township 7 south, range 36 east, Boise Meridian.

AND IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that, subject to the prior and superior rights of the United States hereinbefore decreed and defined, the defendant L. L. Walker shall have the right to the use of eight-tenths of one second foot of the waters of said Indian Creek, which right is of the priority of, and dates from, June 1, 1911, all waters used pursuant to such right to be diverted at the present point of diversion near the springs last referred to and described as in, and adjacent to, the bed or channel of said Indian Creek at a point about one-half mile from the southern boundary of the aforesaid allotments, ~~xxx~~ all water so diverted to be used for irrigation and domestic use upon the southwest quarter of the northwest quarter and the northeast quarter of the southwest quarter of section 28, township 7 south, range 36 east of Boise Meridian.

Pursuant to stipulation to such effect hereinbefore duly made by the respective parties hereto, it is ordered that this cause be dismissed as to the defendant Nelson Skeem.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that all rights of use herein decreed in and to the waters of said Indian Creek shall be exercised by all and each of the

parties holding such rights pursuant hereto, only when it shall be reasonably necessary to use water from said stream for the purposes of irrigation and domestic use upon the lands to which each respective right herein decreed is respectively made appurtenant.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that when at any time the waters flowing in any part of the channel of said stream would not, by the natural flow of such waters, reach the point or points of diversion of any user or users, which points are herein established, then such water may be appropriated and used by those water users whose points of diversion are reached by such waters, without regard for the priority of use, if any, herein decreed and established in favor of the plaintiff or any of the defendants whose points or points of diversion would not be reached by such water in its natural flow as aforesaid.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that no artificial means shall be used to check the natural flow of said stream, or to cause it to sink or percolate into the bed of said stream, and so preventing the waters from reaching any lower user in their natural flow; but in the exercise of the rights herein decreed, such means as ^{is in seasonably} necessary may be employed by any of said water users to effect a proper diversion of said waters at the point or points, and for the purposes, herein adjudged and decreed.

Each party hereto and his agents and successors in interest are enjoined from doing, making, or in any way assisting with the work of a dam or any other structure, or any other party, which would interfere with the natural flow of the stream, or with the rights herein decreed.
Judge.

Dated, April 7th, 1920.

ALLOTMENT CARD

Allotment No. 17 Original Allottee Tsa-co-robe

Legal Description SE/4 SE/4 Sec. 20; and NE/4 NE/4 Sec. 29, T 7 S, R 36 E B M

80 Acres

STATE OF OWNERSHIP

Died: 3/31/1902

Original () Probate No. 27926-18

Heirship (x) Relinquished in lieu ()

Certificate of Competency _____

Fractional Owners

I.I.M. No.	Al. No.	Name	ID or An. Number	Share
T-109	14	*Hevedore Tindore	father	2/3*
T-193	1473	Chaurcey Tindore	brother	1/15
	1474	*Lorenzo Tindore	brother	1/15*
T-112	1476	William Tindore	brother	1/15
	16	*Pattish Edmo	sister	1/15*
D-18	N E	Sam Deepwater	bro-1	1/15

Heirs of Pattish Edmo, Probate 84034-19

E-21	506	Gidgeon Edmo	husband	1/3 of 1/15 or 1/45
E-35	507	Mary Edmo Dixey	daughter	1/3 of 1/15 or 1/45
E-37	1804	Pearl Edmo	daughter	1/3 of 1/15 or 1/45

Note: Entire allotment sold by above heirs Mar. 8, 1922, to M.M. Rush

MICROFILMED

NOV 13 1992

FORM OF ACCEPTANCE OF SALE AND BY ALLOTTEE OR HEIR,
AND AFFIDAVIT OF VENDOR.

Allottee Tsacorobe No. 17 Agency Fort Hall, Idaho.

The undersigned, Hevedore Tindore, Lorenzo Tindore, Chauncy Tindore, Gidgeon Edmo, Sam Deepwater and William Donner,

hereby accept the offer of \$ 1,310.00, made

by M. M. Bush for the SE/4 of the SE/4

of section 20 and the NE/4 of the NE/4 of section 29, township 7
in the county of Bannock, Idaho., State of Idaho, being

Allotment No. 17, of Tsacorobe, and request

that a patent in fee be issued to M. M. Bush

pursuant to the acts of Congress and the rules and regulations prescribed by
the Secretary of the Interior.

And we swear that there is no contract, agreement, or understanding,
either verbal or written, whereby the consideration money or price paid for
said land, or any portion thereof, is to be returned to said purchaser after
the approval of the sale; nor any live stock, implements, or other article or
thing is or are to be exchanged or taken in lieu of said consideration money
or purchase price, or any portion thereof, for said land.

Chauncy Tindore his
Hevedore Tindore

Lorenzo Tindore his
Gidgeon Edmo (SEAL)

Sam Deepwater mark (SEAL)

William Donner (SEAL)
Legal guardian for Pearl Edmo,

Acknowledged, subscribed, and sworn to before me this
Mary Edmo and William Tindore, minors.

22nd., day of July, 19 22.

William Donner
Supt. and Special Disb. Agent.

MICROFILMED
NOV 13 1992

RECEIPT FOR PATENT.

(ORIGINAL.)

1067087
File No. ~~89544~~ 89544-22

Allotment No. 17

Fort Hall Indian School.

~~Vol. XXXXXXXX, Page XXXXXXXX~~

January 23, 1923.

RECEIVED of William Donner Superintendent U. S. Indian School

for trust } Patent No. 889997, Issued Dec. 9, 1922 In the

name of Tsacorobe, an Indian

Indian, for SE/4 SE/4 of Sec. 20 and the NE/4 NE/4 of Sec. 29, T. 7 S.,

R. 36 EBM., Idaho., containing 80 acres.

Witness:

M. M. Bush, Patentee.
Inkom, Idaho. 6-76

RECEIPT FOR DEED.

(ORIGINAL.)

File No. 89140-22

Allotment No. 17

Fort Hall Indian School.

Vol. 44 Page 118

an Indian

RECEIVED of the Superintendent in Charge X { ~~XXXXXXXX~~ } Deed approved December 22, 1922,

conveying the SE/4 SE/4 Sec. 20, and the NE/4 NE/4 of Sec. 29, T. 7 S.,

(Guardians deed for the above allotment and)
R. 36 EBM., Idaho. (delivered therewith is recorded in misc.)
(deed book Vol. 17, Page 398.)

, containing 80

allotment of Tsacorobe

R. Burne

M. M. Bush, Grantee.
Inkom, Idaho. NOV 13 1992

MICROFILMED



State of Idaho

DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

February 14, 1990

Todd Gilbert
P. O. Box 302
Inkom, Idaho 83245

RE: Notice of Claim to a Water Right

Dear Mr. Gilbert,

Enclosed you will find two copies of the Notice of Claim to a Water Right that you and I worked on during your visit to this office, Thursday, February 8, 1990. One copy has been marked 'State Copy' and the other has been marked 'Personal Copy'.

Please check over each copy for any errors that I may have made. Then sign the 'State Copy' in front of a notary and return it to this office with your payment of \$65.00.

Please remember that the filing deadline for your part of Bannock County is May 1, 1990. Be sure to return your notarized 'State Copy' with your payment before then to avoid any late fees. The 'Personal Copy' is for your records.

The fee has been calculated as follows:

Claim	Fee
A29-00603A (15 acres)	\$ 65.00
Total ==>	\$ 65.00

Please be advised that you will probably need to supply additional evidence showing that the place of us you have listed in Notice of Claim A29-00603A is, or was Allotment 17 of Fort Hall Indian Reservation.

If you have any questions, feel free to give me a call at this office. The phone number is 525-7161.

Sincerely,

Paul R. Meyer
WR Agent, Senior

enc.

MICROFILMED
NOV 13 1992

JUN 1 1991

#65

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: A29-00603A

Date Received: 2/07/1990

Receipt No: E012098

Received By: DEM

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: TODD GILBERT 208-775-3698
Address: P. O. BOX 302
INKOM, ID 83245

OR

Name: JANINE GILBERT 208-775-3698
Address: P. O. BOX 302
INKOM, ID 83245

2. Date of Priority: MAY 31, 1908

3. Source: PORTNEUF RIVER Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
07S	36E	21	NW	SW	SW		BANNOCK

5. Description of diverting works:
PUMP IN RIVER WITH SPRINKLERS FOR IRRIGATION.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.200		

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

8. Total consumptive use is 37.5 Acre Feet Per Annum.

9. Non-irrigation uses:
N/A

A2900603A



10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	36E	20	NE	SE		IRR	1.0
			SW	SE		IRR	1.0
			SE	SE		IRR	12.0
						Section Acres	14.0
		21	SW	SW		IRR	1.0
						Section Acres	1.0
						Total Acres	15.0

11. Place of use in counties: BANNOCK

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

13. Other Water Rights Used:
N/A

14. Remarks:

P/D & P/U NOT LISTED IN DECREE.
P/U WITHIN ALLOTMENT NO. 17 OF FORT HALL INDIAN RESERVATION HELD
IN TRUST BY U.S. FOR TSACOROBIE.
PRIORITY DATE NOT GIVEN IN DECREE, BUT RT. 29-00603 IS SUPERIOR &
PRIOR TO DEFENDANTS RTS. 29-00606 THRU 29-00610.
ORIGINAL SOURCES WERE INDIAN CK., TRIB. SINKS: ALL SPRINGS
ARISING IN OR SOURCES ARE ADJACENT TO THE BED OR CHANNEL OF
INDIAN CREEK.
THIS CLAIM IS A PORTION OF DECREED WATER RIGHT 29-00603.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

UNITED STATES OF AMERICA, ET.
Decree Plaintiff

vs

C. S. SKEEM, ET. AL.
Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ 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):

Todd J. Gilbert Date: 2-16-90
Janice Gilbert Date: 2-16-90

State of Idaho)

County of

Bannock

) SS.

Subscribed and sworn (or affirmed) before me this

16 day

of Feb. 19 90

Jeanne Sorensen
Notary Public

Seal

Residing at

Downey Idaho

My Commission Expires

11-17-91

X 5394

Well - BM 4610

Rest Area

X-4965

5241

Practical

4976

Water Tank

MCCAMMON EXIT 10 MI.
MAYAD CITY 44 MI.

4740

175
P36E
A29-00603A

47' 30"

4738

X 5517

30

4519

PIYER

UNION

Mile 30

Grave
Pit

Gravel Pit

PACIFIC GP

Link



Minors

mine