

01/10/2003

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

RIGHT NUMBER: 29-4322

NAME AND ADDRESS: E D SAXTON
3527 E NEIGH AND BRAY LANE
DOWNEY ID 83234

EVA M SAXTON
3527 E NEIGH AND BRAY LANE
DOWNEY ID 83234

SOURCE: SPRINGS

TRIBUTARY: PECK CREEK

QUANTITY: 0.040 CFS

USE OF THIS RIGHT WITH RIGHT NO. 29-4321 IS LIMITED TO A TOTAL COMBINED
DIVERSION RATE OF 0.04 CFS.

THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT
EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 04/14/1913

POINT OF DIVERSION:

T11S R37E S5 SWSWNE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

04/01 10/31

0.040 CFS

PLACE OF USE:

IRRIGATION Within BANNOCK County

T11S R37E S05 SWNE 1.8

1.8 ACRES TOTAL

USE OF THIS RIGHT WITH RIGHT NO. 29-4321 IS LIMITED TO THE IRRIGATION
OF A COMBINED TOTAL OF 1.8 ACRES IN A SINGLE IRRIGATION SEASON.

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

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR
STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL
BENEFICIAL USE.

EXPLANATORY MATERIAL: Beneficial Use

USE OF THIS RIGHT IS COMBINED WITH WATER FROM PORTNEUF-MARSWH
VALLEY SHARES

Township , 11S37E

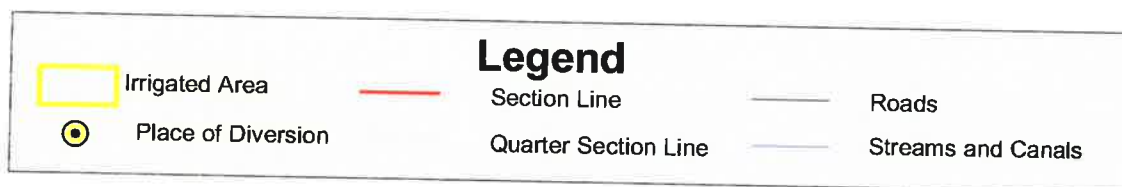
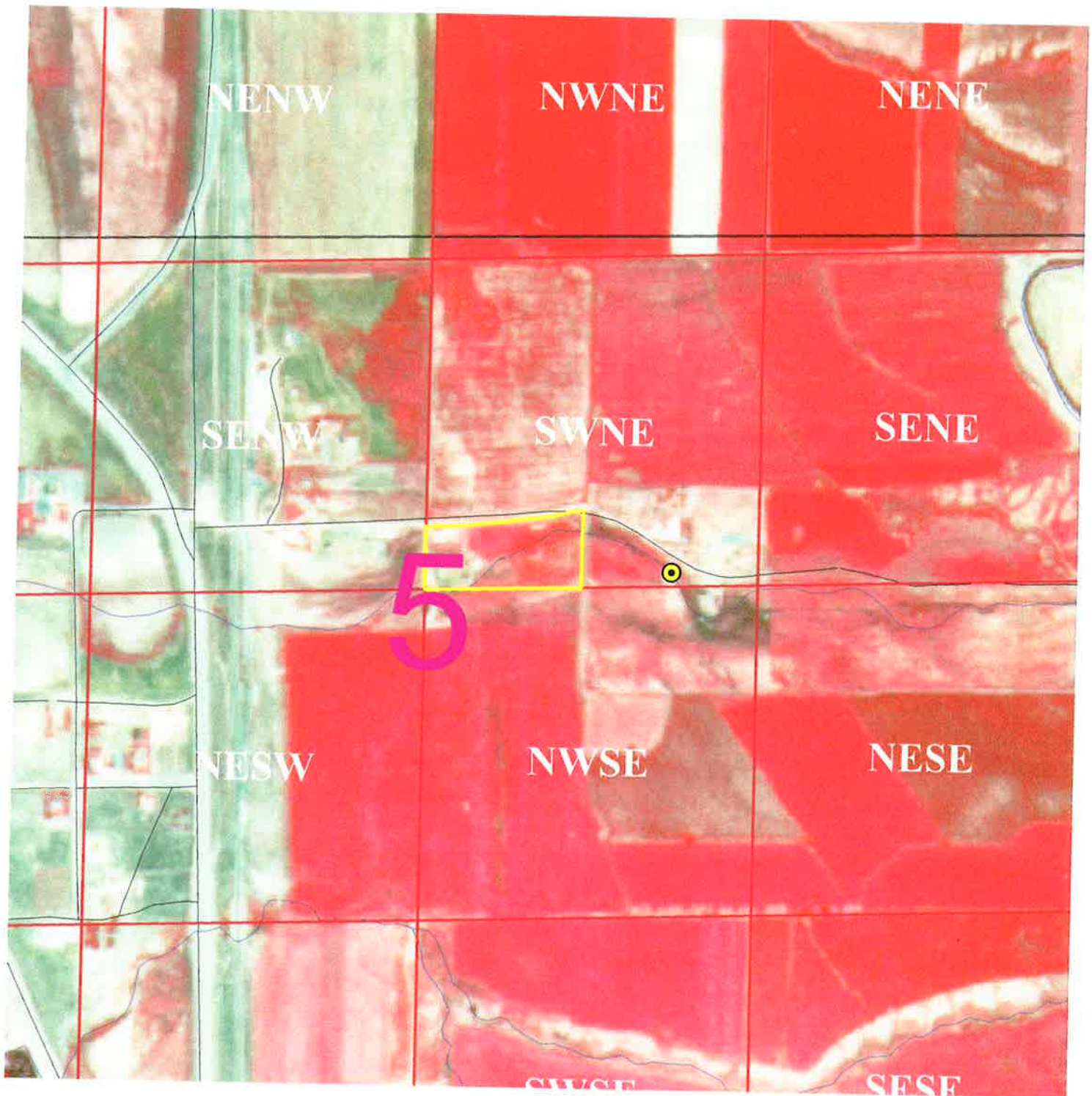


11/14/02
A001

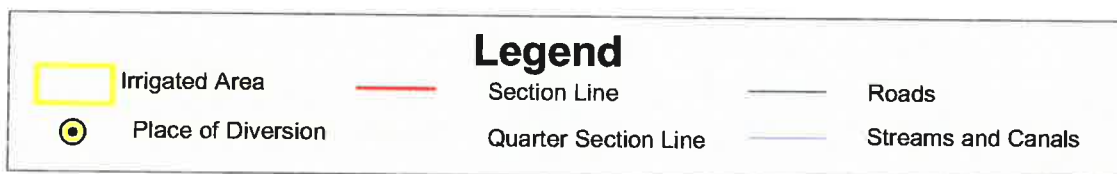
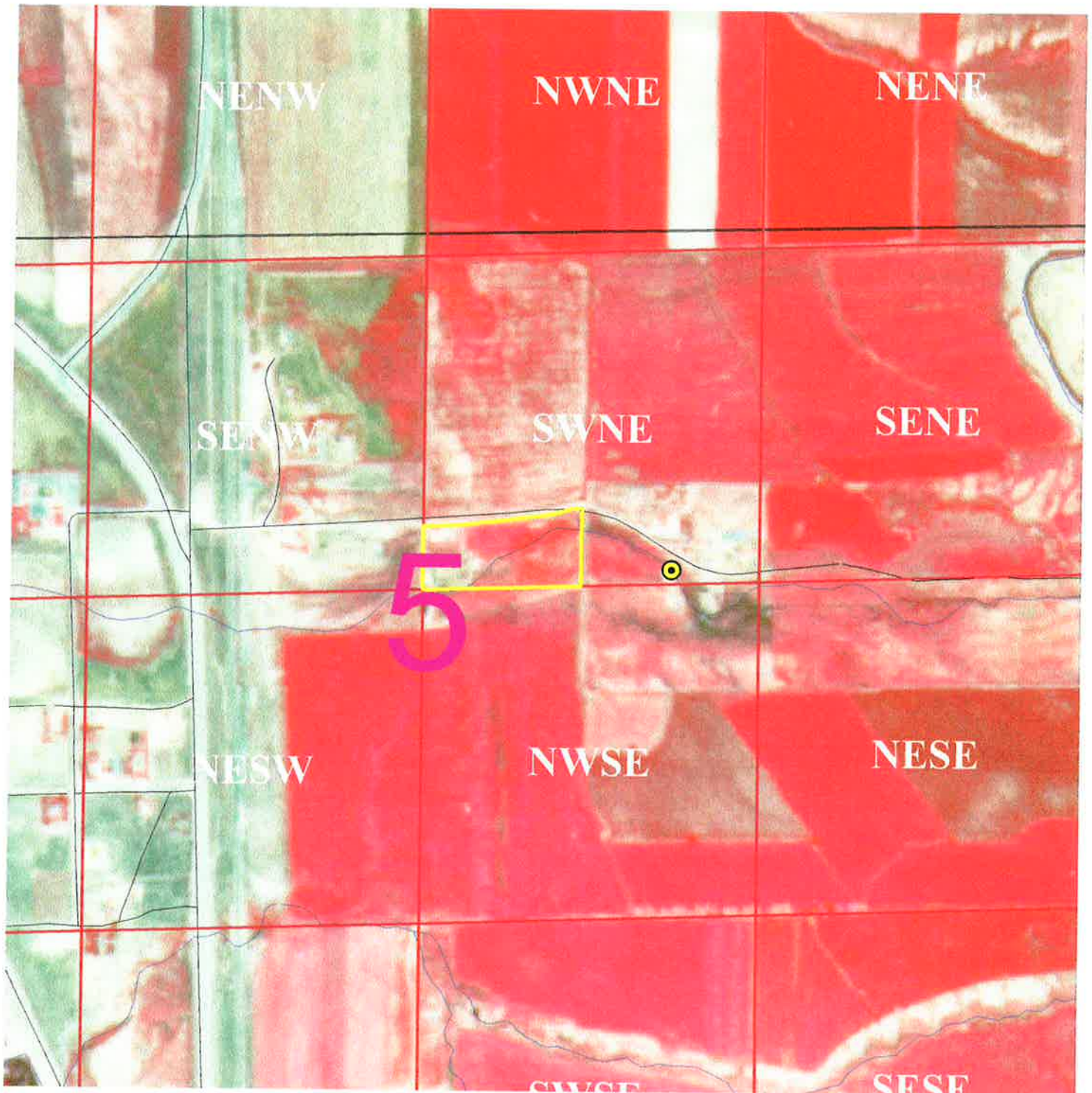
Legend					
	Irrigated Area		Section Line		Roads
	Place of Diversion		Quarter Section Line		Streams and Canals



Township , 11S37E



Township , 11S37E

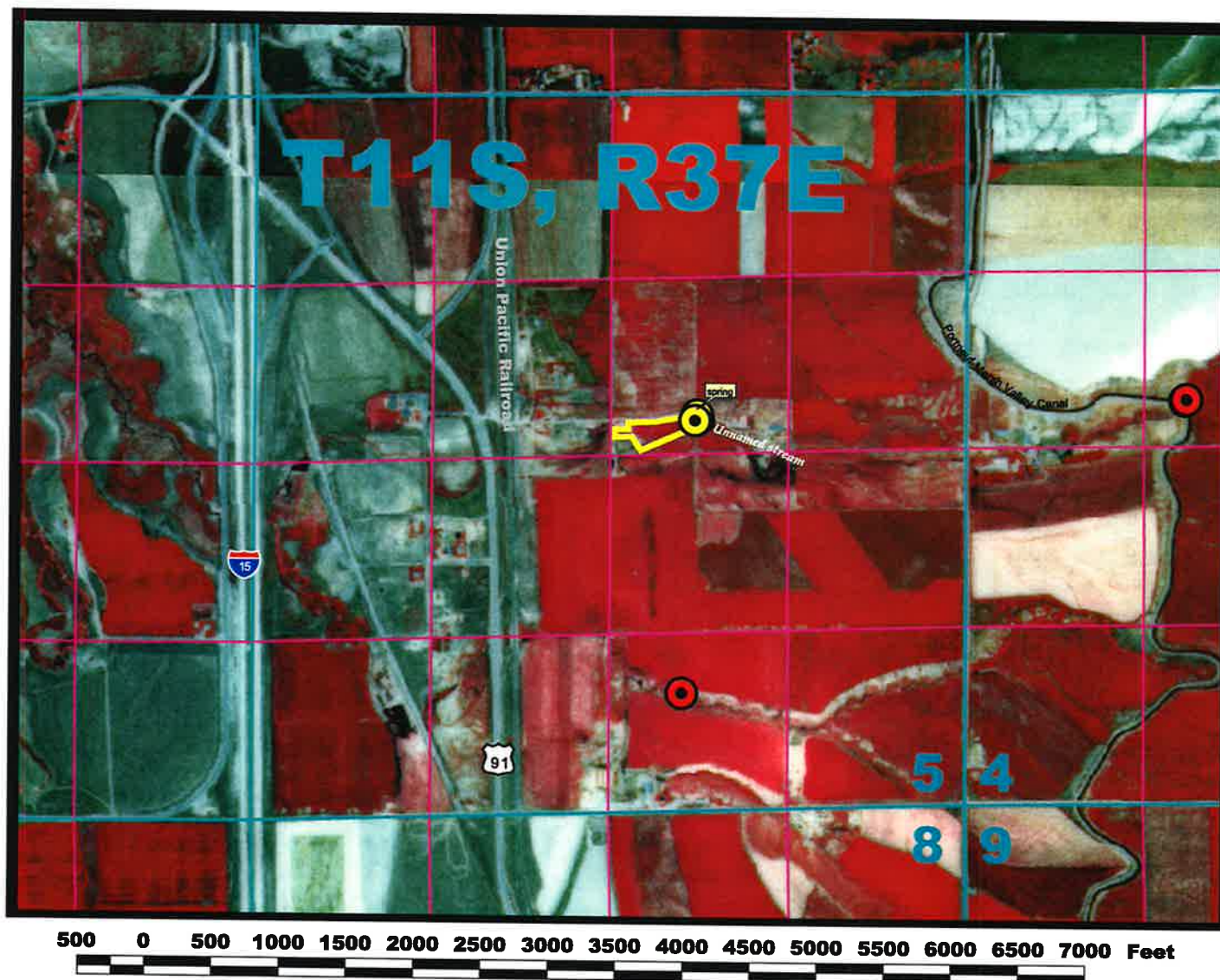




State of Idaho

Department of Water Resources

Eastern Region



Water Right(s):
29-04321, 29-4322

Place of Use: (part of): T11S, R37E
Sec. 5 SWNE

Point(s) of Diversion: T11S, R37E
Sec. 5 SWSWNE (spring)
Sec. 5 SWSWNE (unnamed stream)



LEGEND

- Point of Diversion
- SESE Place of Use
- Section
- Quarter-Quarter

02/18/2003

allen

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: 29-4322

E D SAXTON
3527 E NEIGH AND BRAY LANE
DOWNEY ID 83234
Telephone Number: (208) 897-5007

EVA M SAXTON
3527 E NEIGH AND BRAY LANE
DOWNEY ID 83234
Telephone Number: (208) 897-5007

RECEIVED
MAY 19 2003
Department of Water Resources
Eastern Region

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

Priority Date 03/20/1913
Period of use irrigation 04/01-10/31 0.040
stockwater 01/01-12/31 0.020 (source=) yago creek

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

change Unnamed stream to yago creek a tributary
to peck creek

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: 5-12-03

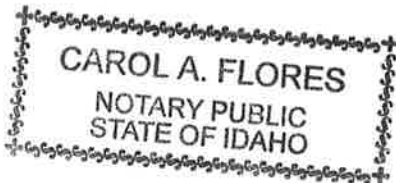
SIGNATURE:

Elmer D Saxton

Please print your name: _____

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

Carol A. Flores



PROFILED

SCANNED

MAY 24 2003

This is THE NOE
FOR BRING SPARKS.
DO NOT Change
Anything
ASR
6/05/03
THESE ABOVE REMARKS
Apply to 29-4321
NOT 29-4322 AS
INDICATED.
Source changed on
29-4321 (only)
6/05/03 ASR



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

June 4, 2003

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Mr. and Mrs. E. Saxton
3527 E. Neigh and Bray Lane
Downey ID 83234

Dear Mr. & Mrs. Saxton

I received your letter of complaint about water availability in Yago Creek. I also checked all of the Snake River Basin recommendations for rights on Yago Creek. Those recommendations are included for your information.

As you can see, you are not listed as a claimant of water on Yago Creek. I have advised you before that if you feel you have a valid claim you must take steps to come in and correct any errors on that claim.

As it is there is approximately 9.00 cfs already recommended to other users. In this short water year, there may not be enough water in Yago Creek for existing users.

If you do not take steps to file a notice of error and/or correct existing claims you have, then no recommendation will be made on Yago Creek in your name.

Sincerely,

Harold W. Jones
Water Right Supervisor

HWJ:sc

SCANNED

MAR 24 2003

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

JAN 07 2003

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	29-04322				

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

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

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

BENNETT FARMS

4. New Owner/Claimant(s)

B. D. AND EVA M. SUTTON

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

New Mailing Address

3527 E. NEIGH AND BRAY LN

City, State and ZIP Code

DOWNEY ID 83234

New Telephone Number

(208) 897-5007

5. Date you acquired the property

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MAR 24 2006

to whom it may concern as to water rights on the property now owned by Ree Saxon in Virginia Idaho.

Mr Saxon owns a part of a forty acre farm my father O.L. Thompson bought in 1928 and we farmed it until 1944.

My father sold the farm to Laverne Jackson in 1944. Some years later Mr. Jackson sold the farm which Mr. Saxon bought a part of.

A cement spring box on the east part of Mr Saxons property was our source of culinary water.

The excess from this spring run into the creek and was used for irrigation.

The springs above this that made up the creek was our water to irrigate with.

I hope this will satisfy any confusion there may be as to water belonging to this property.

O.L. Thompson

RECEIVED

JAN 07 2003

Department of Water Resources
Eastern Region

SCANNED

MAR 24 2003

REAL ESTATE AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 1966, between LEVERE JUCHAU and ELDA JUCHAU, husband and wife, of Bannock County, State of Idaho, hereinafter called the Vendors, and ELMER DEE SAXTON and EVA MARIE SAXTON, husband and wife, of Bannock County, State of Idaho, hereinafter called the Purchasers.

WITNESSETH: That the Vendors in consideration of the covenants and agreements on the part of the Purchasers hereinafter contained, agree to sell and convey unto the Purchasers, and the Purchasers agree to buy all that certain piece or parcel of land situate, lying and being in the County of Bannock, State of Idaho, and bounded and more particularly described as follows:

Beginning at the center quarter corner of Section 5, Township 11 South, Range 37 East, Boise Meridian, Bannock County, State of Idaho; thence North 0°00' along the Meridianal Center Line of said Section 5, a distance of 143.3 feet, more or less; thence North 90°00' East, 25.4 feet, more or less, to the True Point of Beginning; thence North 1°06' East, 98.98 feet;; thence North 86°33' East, 304.85 feet, thence North 80°35' East, 309.78 feet; thence South 0°20' East, 98.63 feet; thence South 81°21' West, 61.80 feet; thence South 68°10' West, 389.06 feet; thence North 31°42' West, 98.56 feet; thence North 89°42' West, 138.34 feet to the True Point of Beginning, containing 1.82 acres.

Together with all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the total purchase price of Seven Thousand Five Hundred and no/100 (\$7,500.00) Dollars, lawful money of the United States of America, payable as follows:

The sum of Two Thousand (\$2,000.00) Dollars as a down payment, receipt of which is hereby acknowledged by the Vendors, the balance of said purchase price, to-wit: Five Thousand Five Hundred (\$5,500.00) Dollars, together with interest at the rate of five (5%) per cent per annum on the unpaid balance shall be payable at the rate of Sixty (\$60.00) Dollars or more per month, with the first payment becoming due at the time the Purchasers take

possession of said premises, or on the 1st day of January, 1967, which ever event occurs first, with a like payment thereafter until the full balance of the purchase price together with interest shall have been paid. Each payment is to be applied first toward the interest and then toward the reduction of the principal amount of such unpaid balance; interest at the rate of five (5%) per cent per annum on the unpaid balance of Five Thousand Five Hundred (\$5,500.00) Dollars to commence from the time the premises shall be occupied by the Purchasers, or from the 1st day of January, 1967. It is understood that the Vendors shall have the right to remain in possession of the premises until January 1, 1967.

The Vendors agree to pay all taxes and assessments of whatsoever nature which were levied against said property and premises for the year 1966, and all prior years; the Purchasers agree to pay all taxes and assessments of whatsoever nature which will be levied against said property and premises from and after the 1st day of January, 1967, and all taxes and assessments for all subsequent years.

The Purchasers agree to keep all buildings located on said property and premises insured against loss by fire for their insurable value, with the loss payable to the Vendors as present owners and to the Purchasers as purchasers under the contract as their respective interests may appear.

IT IS FURTHER AGREED by and between the parties that a copy of this agreement together with title insurance from the Vendors to the Purchasers and together with a good and sufficient Warranty Deed executed from the Vendors to the Purchasers and together with a Special Warranty Deed from the Purchasers to the Vendors shall be placed in escrow at the Downey State Bank located in Downey, Bannock County, State of Idaho, and the entire balance of Five Thousand Five Hundred (\$5,500.00) Dollars payable upon this contract by the

Purchasers shall be paid directly to the escrowholder, and the escrowholder shall be advised as to any further payments made under this contract, and upon the full payment of the balance of the purchase price together with interest thereon to be made by the Purchasers to the escrowholder, the escrowholder is instructed to deliver to the Purchasers all of the said escrow papers. The Special Warranty Deed from the Purchasers to the Vendors shall become effective if, and only if, the Purchasers fail to abide by the terms of this contract and notice is sent or served as herein-after set forth.

The Vendors agree to pay the initial escrow charges and to furnish title insurance to the Purchasers; the Purchasers agree to pay all other charges and assessments.

TIME IS OF THE ESSENCE in this agreement and in case the Purchasers shall fail, refuse or neglect to pay the Vendors or the escrowholder the money as has been herein agreed, or to pay the taxes and assessments at the time the same shall become due and for a period of 30 days thereafter, or shall fail to fulfill any of the covenants or agreements on their part to be kept and performed, then and in that event, the Vendors shall be relieved from obligation in law and equity to convey said property, and the Vendors may at their option, after making due and written notice of said default to the Purchasers addressed to them at their address at Downey, Idaho, forfeit any and all rights of the Purchasers in and to said real estate and all monies paid to the Vendors or to the escrowholder by the Purchasers under this agreement shall be retained by the Vendors as liquidated damages for the non-performance of this contract and as rent for the use of said premises, and the Vendors shall then have full right to demand the escrowholder to redeliver the escrow papers, and the escrowholder is under unequivocal obligation to so redeliver 30 days after said payments, taxes and

assessments have become due, and the Purchasers are sent written notice as aforementioned of their default; and it is expressly agreed that the Purchasers shall have 30 days after receipt of such written notice of default to correct such default and deficiencies before the remedies of this paragraph and agreement apply; that 30 days after receipt of such notice all such remedies are to and will apply.

IT IS FURTHER AGREED that the Purchasers are to keep all of the premises in as good a condition and repair as when they take possession, and in the event of repossession, Purchasers agree to restore all of the premises in as good a condition as when they took possession, reasonable wear and damage by the elements alone accepted.

IT IS FURTHER AGREED that in the event the Purchasers default on the provisions of this agreement for any reason that they do not have to account for any of the proceeds which they have received or may have received as a result of any crops harvested on said premises during the time which they are in possession thereof. Any improvements of a permanent nature which shall materially increase the value of said premises, and which are placed upon said premises by the Purchasers, shall be compensated for by the Vendors in the event of a default as above set out and repossession by the Vendors.

IT IS FURTHER AGREED that the Purchasers shall have possession of all of the above described property on the 1st day of January, 1967.

IT IS FURTHER AGREED that the above remedies available to the Vendors are cumulative and they shall have any other rights and remedies for the enforcement of this contract given to them by the laws of the State of Idaho.

IT IS FURTHER AGREED that the Vendors are to retain full title to said premises until such time as the Purchasers have fully complied with their obligations herein contained.

IT IS FURTHER AGREED that the Purchasers shall not transfer, assign or lease the above described premises nor any part thereof without first notifying the Vendors, and without first obtaining the consent of the Vendors.

IT IS FURTHER AGREED that this agreement constitutes the entire agreement between the parties; that there have been no representations or warranties, express or implied, made concerning any of such premises; that the Purchasers have relied upon no statements of the Vendors concerning such property in arriving at their decision to purchase, but have relied solely upon their own judgment

IT IS FURTHER AGREED that if it becomes necessary for either party to bring an action in any court of competent jurisdiction or to employ the services of any attorney to help enforce any of the provisions of this contract, that the adverse party shall pay all costs in connection therewith, including a reasonable attorneys fee which fee shall be fixed by the minimum fee schedule of the Idaho State Bar Association.

IT IS FURTHER AGREED that the stipulations herein set forth are to apply to and bind the heirs, executors, administrators and other personal representatives and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year in this agreement first above written.

Levera Juchan
Vendor

Ella R. Juchan
Vendor

Thomas Dee Saptore
Purchaser

Eric Marie Saptore
Purchaser

STATE OF IDAHO)

County of Bannock) ss.

On this 18th day of May, 1966, before me, a Notary Public in and for said County and State, personally appeared LEVERE JUCHAU and ELDA JUCHAU, husband and wife, and ELMER DEE SAXTON and EVA MARIE SAXTON, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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


NOTARY PUBLIC for Idaho
Residing at Pocatello, Idaho

(SEAL)

WARRANTY DEED

720106

For Value Received

LEVERE JUCHAU and ELDA JUCHAU, husband and wife,
the grantors, do hereby grant, bargain, sell and convey unto

ELMER DEE SAXTON and EVA MARIE SAXTON, husband and wife,
the grantees, the following described premises, in Bannock County Idaho, to wit:

Beginning at the center quarter corner of Section 5, Township 11 South, Range 37 East, Boise Meridian, Bannock County, State of Idaho; thence North 0°00' along the Meridianal Center Line of said Section 5, a distance of 143.3 feet, more or less; thence North 90°00' East, 25.4 feet, more or less, to the True Point of Beginning; thence North 1°06' East, 98.98 feet; thence North 86°33' East, 304.85 feet; thence North 80°35' East, 309.78 feet; thence South 0°20' East, 98.63 feet; thence South 81°21' West, 61.80 feet; thence South 68°10' West, 389.06 feet; thence North 31°42' West, 98.56 feet; thence North 89°42' West, 138.34 feet to the True Point of Beginning, containing 1.82 acres.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: 5-18-66

Lever Juchau
Elda H. Juchau

STATE OF IDAHO, COUNTY OF BANNOCK
On this 18 day of May, 1966,
before me, a notary public in and for said State, personally
appeared

LEVERE JUCHAU and ELDA JUCHAU,
husband and wife,

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

[Signature]
Notary Public
Residing at Pocatello, Idaho
Comm. Expires May 29, 1967

720106
RECEIVED
Eva Marie Saxton
83 DEC-9 P1:05

402
BANK OF AMERICA
LARRY W. SPANGLER
2.00 DEPUTY ka

first payment becoming due at the time the Purchasers take

Contacts Data Entry Form

Owner Type	Full Name	Address	City	State	Zip	Phone
Current Owner	BENNETT KARRIS	KATH BOWETT				
Name connector: and _____, or _____, and/or _____						
Current Owner						
Current Owner						
Representing Attorney:		Phone Number:				
Accompanied By:		Phone Number:				
Relationship to Claimant: _____						
Date of Field Exam:		Time: _____				

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

1/6/03 CAUO Mrs. Saxton - I now c/o w/ cc DUO or
INSTRUMENT OF SALE. She will send Amended Claim
29-4321, c/o w/10000, Charge Records.

Reviewer: _____

Date: _____

PROFILED

SCANNED

MAR 24 2006

Priority Date Data Entry Form

Claim Number: 29-4322

Water Right Priority Date: _____ Water Right Basis: _____

Claimed Priority Date: April 14, 1913 Claimed Basis: STAT. 243 BURecommended Priority Date: 4/14/1913 Recommended Basis: BU☐ Use Claimed Priority Date and Basis as Recommended Priority Date and Basis

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

PRIORITY DATE SUPPORTED BY AFFIDAVIT BY
BILL DAHLKE, 1995.11/14/02 Met Mrs. Saxon - Discussed % for this claim
she INDICATES THEY ALSO FILED A CLAIM ON THEIR
PROPERTY - SEE 29-4321.ALSO spoke to Mark Bennett about this claim - He (Bennett)
SAYS THEY DON'T OWN THE PROPERTY.FB INDICATOR: POD, POU, Q, SOURCESMrs. Saxon
Ph: 897-5007

Reviewer: _____

Date: _____

SCANNED

MAR 24 2003

Point of Diversion and Source Data Entry Form

Claim Number: _____

Water Right Point of Diversion: T____, R____, Sec.____,____,____,____, County: _____

Source: _____ Tributary: _____

Claimed Point of Diversion: T 115, R 37E, Sec. 5,____, SW, NE, County: BANNSource: SPRINGS Tributary: POCK CK

Recommended Point of Diversion: T____, R____, Sec.____,____,____,____, County: _____

Source: _____ Tributary: _____

_____ Use Claimed POD and Source as Recommended POD and Source

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Other rights from this POD? _____

Document how the POD and Source were verified and/or Pump and Motor data:

POCK CK MARSH VALLEY CANAL SPRINGS

← Remarks

Transfers Changing POD _____

Reviewer: _____

Date: _____

SCANNED

MAY 24 2003

Place Of Use Data Entry Form

Claim Number: _____

_____ Use Claimed POU as Recommended POU

Claimed Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use
115	37E	5	SWNB		BANK		5	Trig

Total Acres _____

Recommended Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use

Total Acres _____

Document how the POU was verified:

Transfers Changing POU _____

Reviewer: _____

Date: _____

SCANNED

MAR 24 2006

Purpose of Use Data Entry Form

Claim Number: _____

_____ Use Claimed Purpose of Use as Recommended Purpose of Use

Water Right Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Claimed Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other
<i>Permit</i>	_____	_____	<i>5⁰</i>	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Recommended Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other
<i>Permit</i>	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Document how the Purpose of Use was verified:

Transfers Changing Purpose of Use _____

Reviewer: _____

Date: _____

SCANNED

MAR 24 2006

Period of Use and Quantity Data Entry Form

Claim Number: _____

☐ Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume

Overall Diversion Rate _____ Overall Diversion Volume _____

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Panig	4/1	11/01	0.10	

Overall Diversion Rate _____ Overall Diversion Volume _____

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Panig	4/1	10/31		
		DEPT. STD.		

Overall Diversion Rate _____ Overall Diversion Volume _____

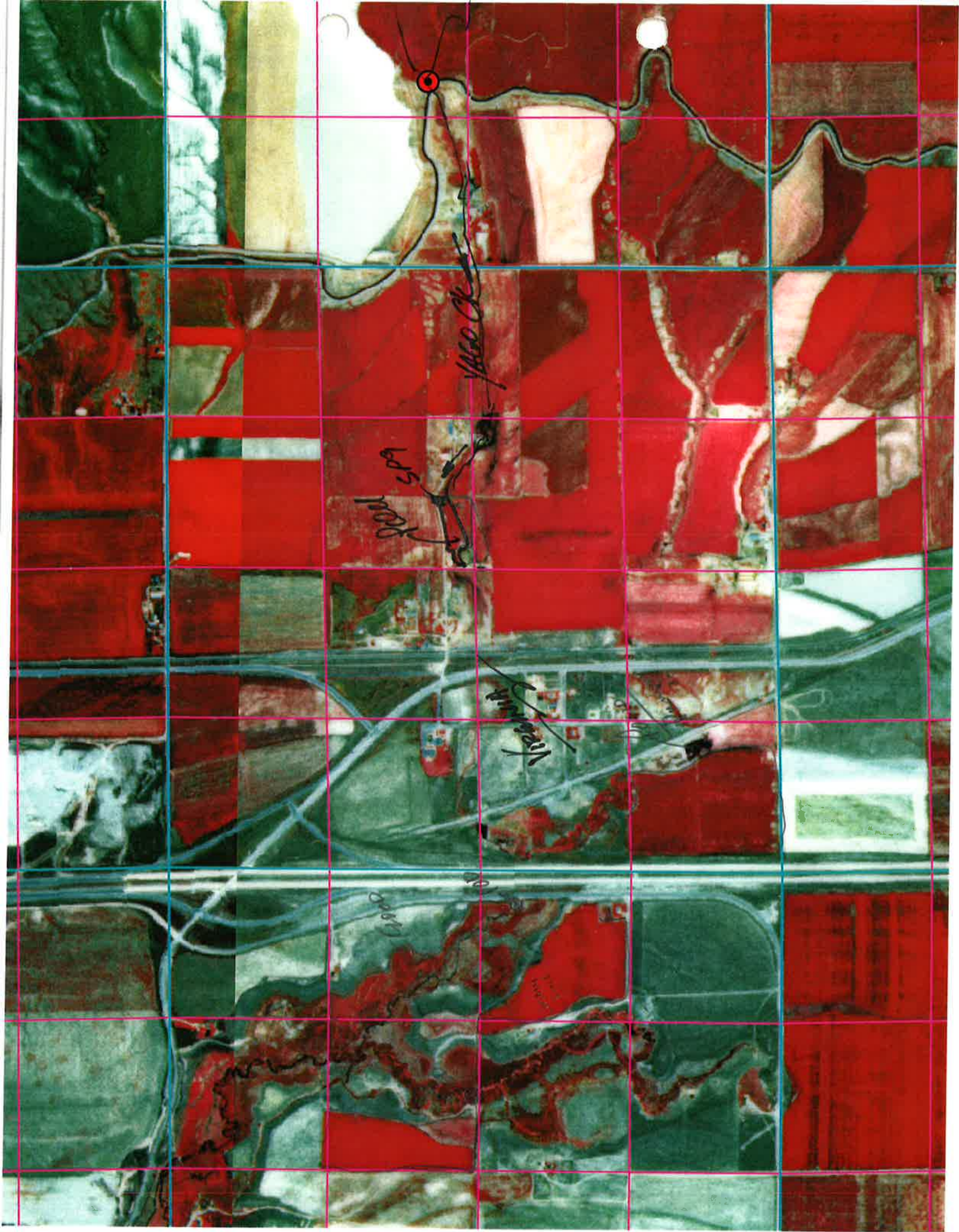
Document how the Period of Use and/or Diversion Rate were verified:

Reviewer: _____

Date: _____

SCANNED

MAR 24 2006



GPS TAG # A0012564 PLACED BY
INTERPID ENGINEERING FOR THE
MINNAPACK STREAM WATER CLAIM II
29-04321.



29-04322. FILED BY BENNETT FARMS,
11/9/1990, FOR SPRING (SHOWN ABOVE).
BENNETT FARMS NO LONGER OWNS
THE LANDS. A G/O IS NEEDED FROM
THE SATELITES. NO GPS TAG

PROTECTED
SCANNED
MAR 24 2008
Discussion w/ Mrs.
Snyder 11/14/02
JBR

MAY 31 2001

Log for claim A29-04322

Spatial Dynamics TWB

5/26/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
11s37e	5	SWNE	5	3.9	
Totals:			5	3.9	

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Bennett Farms c/o Keith Bennett
(Name of Claimant)
Box 59, Downey, Idaho 83234 Telephone No. 897-5791
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use) April 14, 1913

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

- (2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
Springs tributary to Peck Creek
- (3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Quantity	(cfs, af)	Use	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity <u>0.10 cfs</u>		Use <u>Irrigation</u>		Period of Use From <u>4-1</u>	To <u>11-1</u>
Quantity _____		Use _____		Period of Use From _____	To _____
Quantity _____		Use _____		Period of Use From _____	To _____
Quantity _____		Use _____		Period of Use From _____	To _____
Quantity _____		Use _____		Period of Use From _____	To _____

- (4) 0.10 cfs TOTAL QUANTITY USED.
(cfs, af)
- (5) A) Point of diversion: (Location of point where water is diverted from its source)
SW ¼ NE ¼, Sec. 5 Twp. 11S Rge. 37E B.M., County of Bannock
Additional points of diversion: _____

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. Ditch from stream to flood irrigation.

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
11S	37E	5			5														5

No. of acres 5

B) If water is used for other than irrigation, fully describe that use, being as specific as possible: _____

NOTE: Include here the type and number of stock watered: _____

- (7) If you are claiming water as a member of an organization, list name of organization: _____

AJ5809NP
No. A29-04322

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 04/24/00
PAGE: 117

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BENNETT FARMS 3590 E RICHARDS RD DOWNEY ID 83234 (208) 897-5791	04/14/1913	IRRIGATION	04-01 11-01	0.100 CFS	
TOTAL DIVERSION: CONSUMPTIVE USE:					0.100 CFS	12.50 AFA

Water Source: SPRINGS

Tributary to: PECK CREEK

Stage: STATUTORY CLAIM

Point(s) of Diversion:

T11S R37E S05

SWNE

BANNOCK County

Place of use Legal Description for: IRRIGATION

NE												NW				SW				SE								
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
11S	37E	5	:									:					:					:					:	5.0
																												5.0
																												TOTAL ACRES

POU County: BANNOCK

Non-Irrigation Uses: NONE

Other Rights: PORTNEUF-MARSH VALLEY SHARES

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):
29-10808 A29-04321 A29-10808

Other Water Rights Listing Overlapping Place(s) of Use:
A29-00052 A29-00053 A29-00589 A29-04060 A29-04321

Remarks: GEN FARMS C/O KEITH BENNETT

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Audit: 04/11/90 JONES 07/20/94 THOMPSON 03/29/95 POST-STD

CLAIM NO. A29-04322

AFFIDAVIT

I am one of the previous owners of this property. The water
was put to beneficial use in 1913 and has been used beneficially
since that time.

J. L. Dahlke
Signature of affiant

3-16-95
Date

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

Subscribed and sworn (or affirmed) before me this 16th day
of March 19 95

SEAL

Notary Public Barbara S Smith
Residing at Idaho **MICROFILMED**
My Commission Expires NOV 13 1997

AJ5809NP
No. A29-04322

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 12/28/94
PAGE: 2

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BENNETT FARMS 3590 E RICHARDS RD DOWNEY ID 83234 (208) 897-5791	04/14/1913	IRRIGATION	04-01 11-01	0.10 CFS	
TOTAL DIVERSION: CONSUMPTIVE USE:					0.10 CFS	

Water Source: SPRINGS
Tributary to: PECK CREEK
Stage: STATUTORY CLAIM
BANNOCK County

Point(s) of Diversion:

T11S R37E S05

SWNE

Place of use Legal Description for: IRRIGATION

NE												NW				SW				SE								
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
11S	37E	5	:									:					:					:					:	
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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: A29-04322
Date Received: 4/09/1990
Receipt No: E012950
Received By: HWS

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BENNETT FARMS
Address: 3590 E. RICHARDS RD.
DOWNEY, ID

208-897-5791

83234

2. Date of Priority: APR 14, 1913

3. Source: SPRINGS

Trib. to: PECK CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
11S	37E	5	SW		NE		BANNOCK

5. Description of diverting works:
DITCH TO FLOOD IRRIG.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.100		

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

A.F.A.

8. Total consumptive use is 12.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
11S	37E	5	SW	NE		IRR	5.0
						Section Acres	5.0

A29-04322

Page 1

Date: 04/09/90

MICROFILMED
NOV 13 1992



10. Place of Use: Continued

Total Acres 5.0

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:
 PORTNEUF-MARSH VALLEY SHARES

14. Remarks:
 FARMS C/O KEITH BENNETT

15. Basis of Claim: STATUTORY CLAIM

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): Keith Bennett Date: 4/9/90
Date:

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 9th day

of Apr 19 90

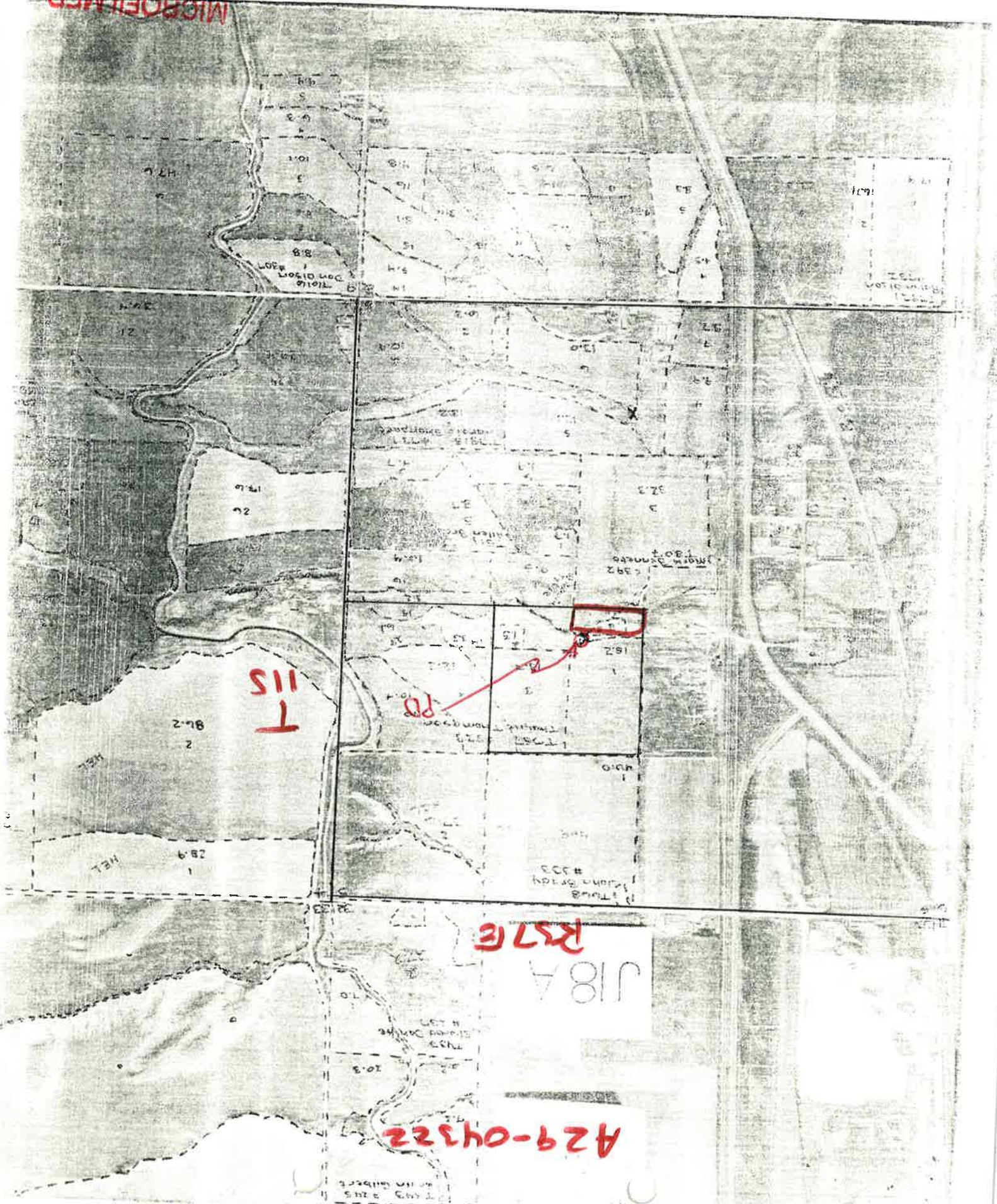
Seal

Betty J. Thompson
Notary Public

Residing at BETTY J. THOMPSON, NOTARY PUBLIC

My Commission Expires RESIDING AT IDAHO FALLS, IDAHO
MY COMMISSION EXPIRES: 6-30-94

MICROFILMED
Mark Bennett
NOV 13 1992



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A29-04322