

10/25/2002

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

RIGHT NUMBER: 29-10014

NAME AND ADDRESS: CURTIS DUNN
PO BOX 101
INKOM ID 83245

JODEANA DUNN
PO BOX 101
INKOM ID 83245

SOURCE: MARSH CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 0.090 CFS

PRIORITY DATE: 03/15/1926

POINT OF DIVERSION:

T08S R36E S15 NWSE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.090 CFS

PLACE OF USE: IRRIGATION Within BANNOCK County

T08S R36E S15 NWSE 3.0

3 ACRES TOTAL

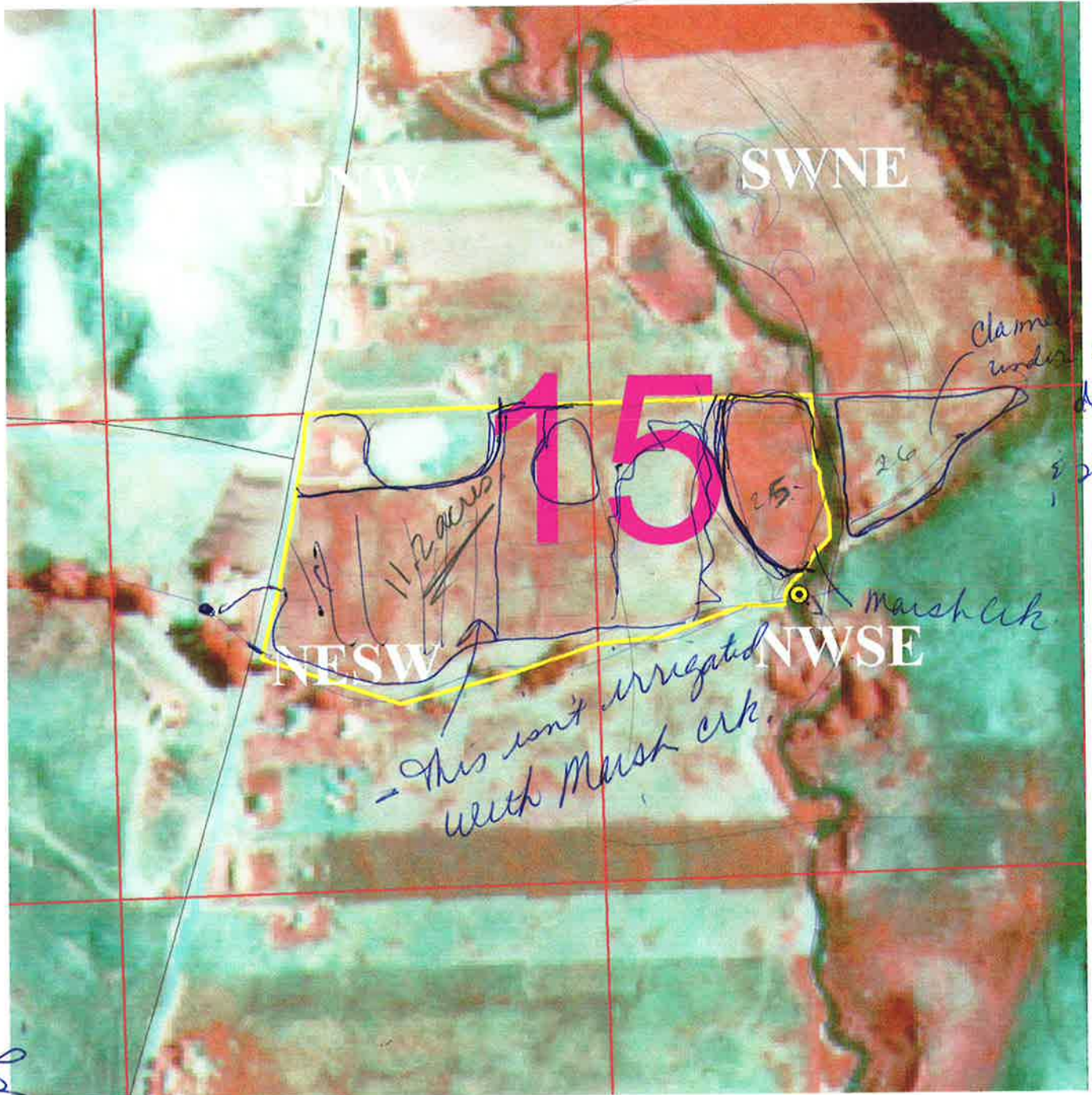
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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: Beneficial Use

RIGHT NO. 29-2016A IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

Township , 8S36E



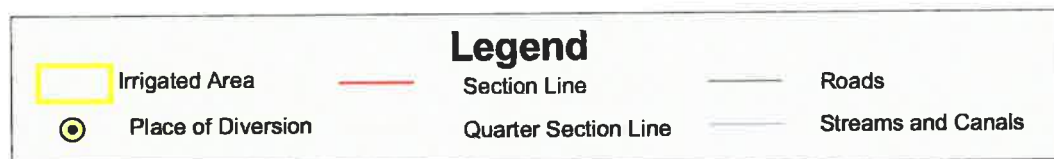
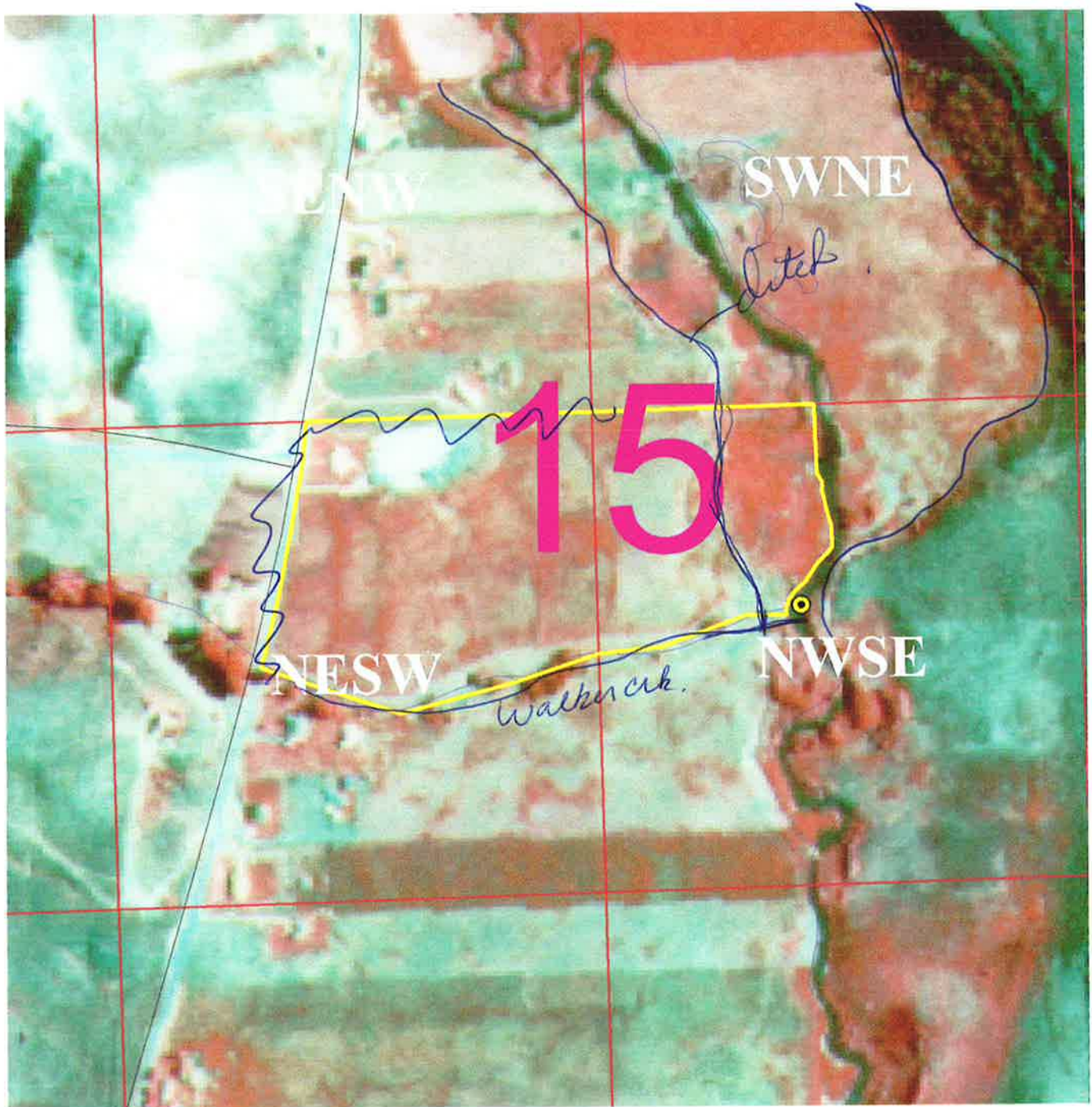
Handwritten note: 11 acres

Legend

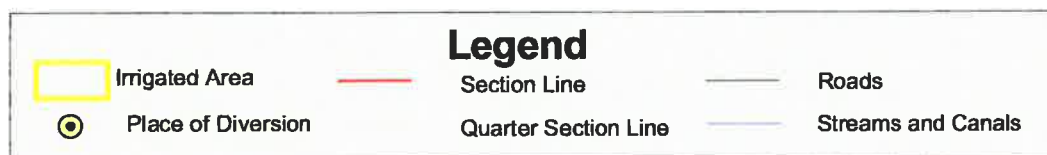
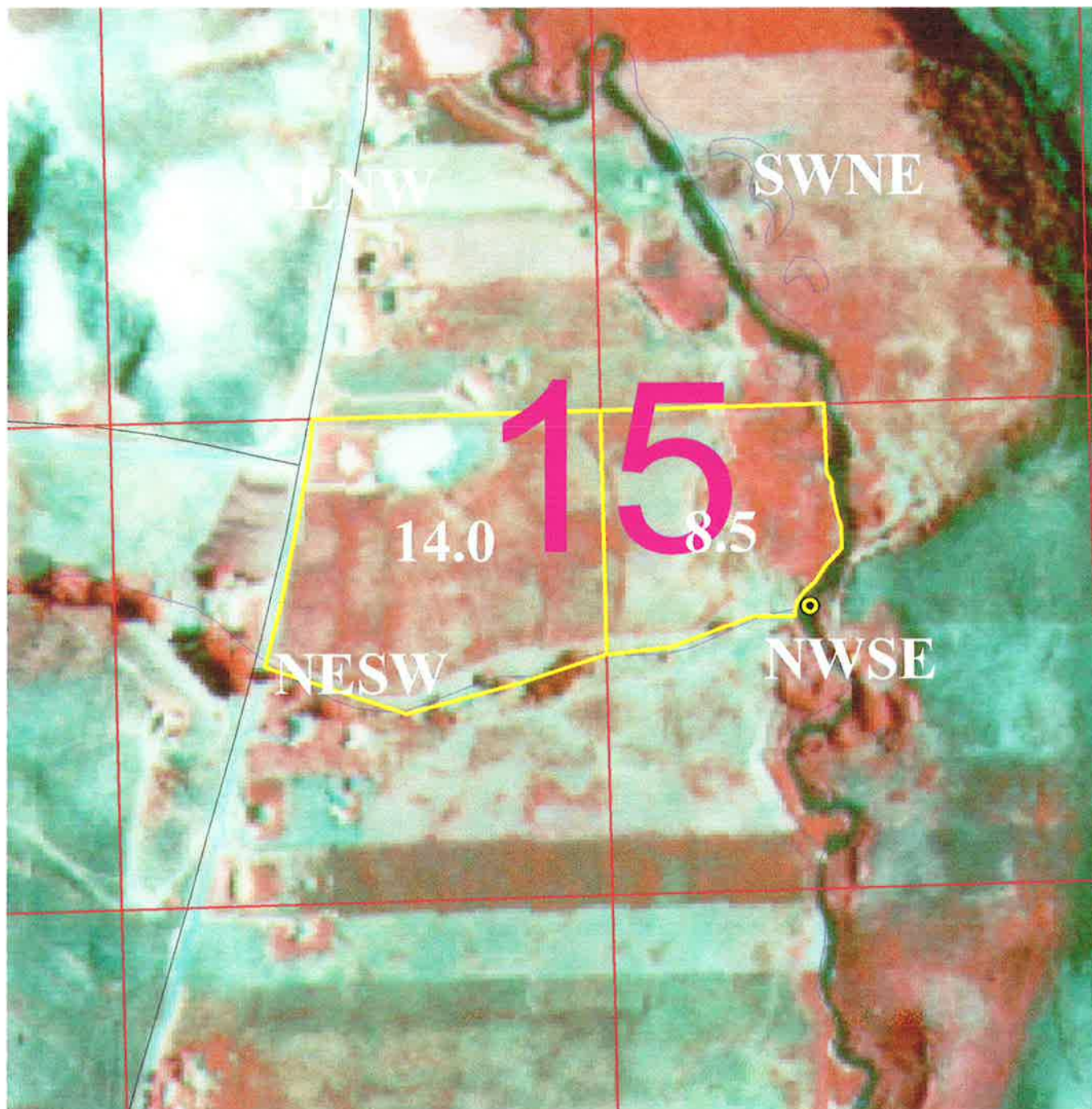
Irrigated Area	Section Line	Roads
Place of Diversion	Quarter Section Line	Streams and Canals



Township , 8S36E



Township , 8S36E

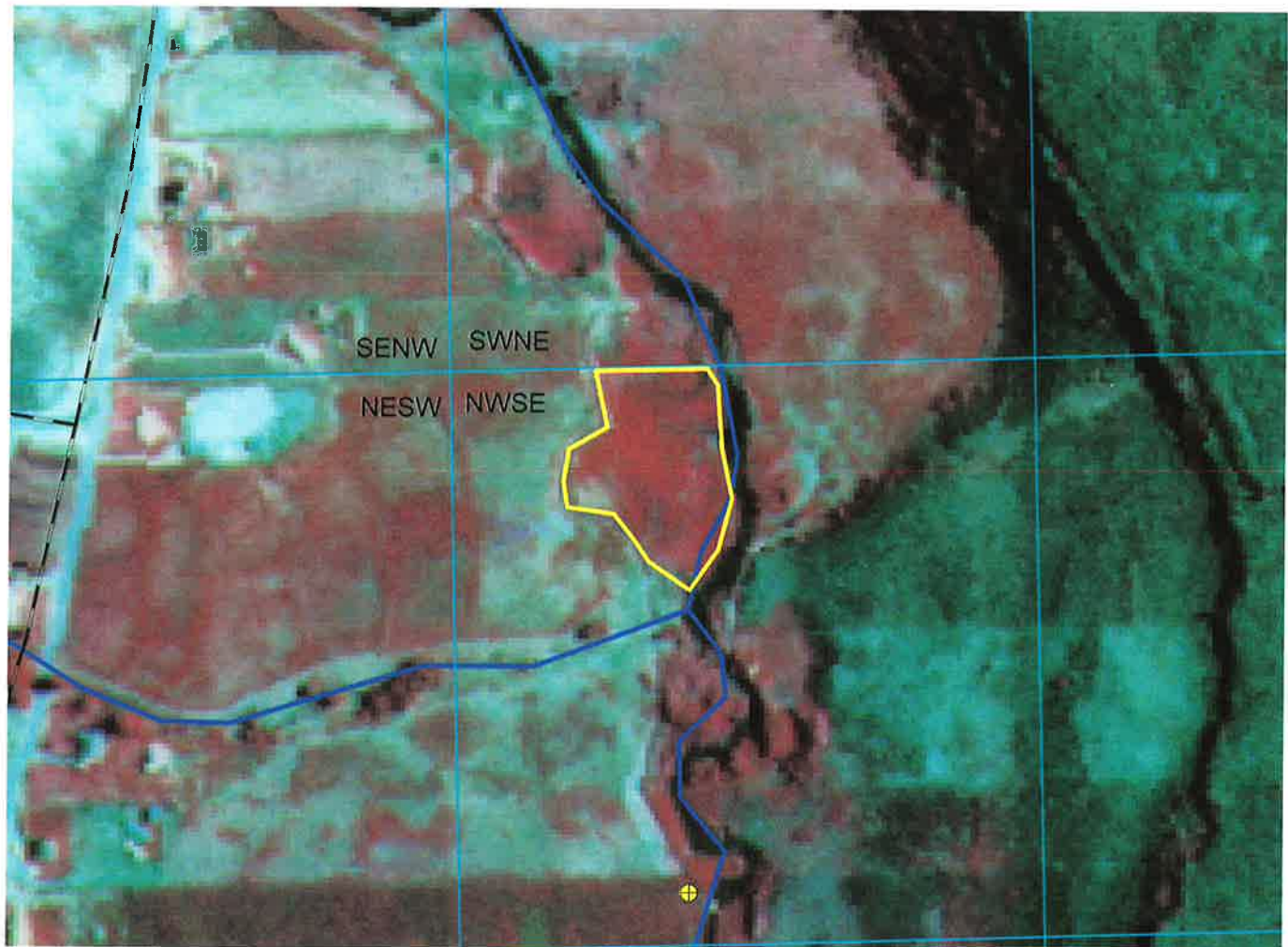




STATE OF IDAHO

Department of Water Resources
Eastern Region

Water Right 29-10014



0.1 0 0.1 0.2 Miles

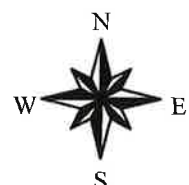
IRRIGATED ACRES 3

LEGEND

- ⊕ Point of Diversion
- Place of Use
- STREETS
- SECTIONS
- QUATER-QUATERS
- STREAMS

Place of Use: T8S, R36E,
(part of) Section 15, NWSE

Points of Diversion: T8S, R36E
Sec. 15 SWNWSE



GIS Place of Use Illustration
1987/88 NAPP PHOTOGRAPHY
Prepared by C. Bird
Date: October, 2002

PROFILED

Cindy

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: 29-10014

CURTIS DUNN

PO BOX 101

INKOM ID 83245

Telephone Number: (208)254-3660

JODEANA DUNN

PO BOX 101

INKOM ID 83245

Telephone Number: (208)254-3660

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

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

3. Give a brief explanation as to why you disagree with these portions:

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

DATE: 3-18-03

SIGNATURE:

Curtis Dunn

Please print your name:

3-18-03

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

SCANNED

JUN 06 2006

PROFILED

RECEIVED

JUN 12 2003

Department of Water Resources
Eastern Region



Close

From: Carlsen, Ernie
To: Payne, Barbara
Cc:
Subject: 29-10014
Sent: 8/23/2004 3:00 PM

Importance: Normal

Barbara, Last Friday I received a telephone call from Ronda Anthony (775-3351 ext 11) concerning documentation possibly located in file 29-10014. She is interested in any documents that will support the priority date for East Side Ditch. The bar code indicates this file may be in Soda Springs. Please let me know if the file is there. If it is then I ask that Cindy give Ronda a call.

Thanks
Ernie

Curtis Dunn

*29-11740 East Side Ditch
Mailed documents 8/27/04/CB*



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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

June 28, 2002

CURTIS DUNN
PO BOX 7
INKOM ID 83245

RE: EVIDENCE OF PRIORITY FOR CURTIS DUNN

Dear Claimant (s):

The Idaho Department of Water Resources is nearing the end of water rights review in Basin 29. The Notice(s) of Claim identified with the number shown above has been filed in the Snake River Basin Adjudication (SRBA). The Notice of Claim indicates water usage is based on "Beneficial Use". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Claim. The date the water was first put to beneficial use, known as the priority date, has not been confirmed by License, Decree, or Permit. For this reason, proof must be provided supporting the priority date. As the claimant, you are responsible for submitting the necessary proof to support the priority date.

It is important that each element of the Notice of Claim be verified. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

For your reference, I have provided a printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "What Kind of Evidence is Required" and "Some Examples of Documents Which May Be Evidence of the Priority Date".

It is our goal to recommend historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other elements of the Notice of Claim have been or soon will be conducted by Department personnel.

SCANNED

SEP 13 2004

PROFILED

.....
The Department will not recommend the Notice of Claim be decreed by the court if evidence of a priority date is not submitted. The Notice of Claim will be disallowed.
.....

Please submit the documentation supporting the priority date within 30 days of the date of this letter, referencing all documents with the corresponding Claim number. If you have any questions not covered by this letter or the enclosed pamphlet, please feel free to contact our Soda Springs office: Cindy Bird, 15 W Center St., Soda Springs, ID 83276 (208) 547-3993.

Respectfully submitted,

Jennifer Crabtree

For Cindy Bird
Sr. Water Resource Agent
Adjudication Bureau

cc: File

Enclosure: Brochure on "Evidence of Priority"
Notice of Claim 29-04101A, 29-04103, and 29-10014

SCANNED
SEP 13 2004
PROFILED

[illegible]

Date: 8/1/02

Priority Date Data Entry Form

Claim Number: A29-10014Water Right Priority Date: 3-15-1912 Water Right Basis: _____Claimed Priority Date: 3-15-1912 Claimed Basis: Beneficial UseRecommended Priority Date: ~~3-15-1942~~ Recommended Basis: BUJan 25, 19263-15-1912

____ 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:

→ Evidence of priority required.
Evidence letters located in file
29-4103 states knowledge of
irrigation in 1942.
addition information for for June 30, 1934 date.

-018

Reviewer: CBDate: 8/1/02

Point of Diversion and Source Data Entry Form

Claim Number: A29-10014Water Right Point of Diversion: T 85, R 36E, Sec. 15, NW, SE, County: BannockSource: Marsh Ck Tributary: Portneuf RiverClaimed Point of Diversion: T 85, R 36E, Sec. 15, NW, SE, County: BannockSource: Marsh Ck Tributary: Portneuf RiverRecommended Point of Diversion: T 85, R 36E, Sec. 15, SW, SE, County: BannockSource: Marsh Ck Tributary: Portneuf River☒ Use Claimed POD and Source as Recommended POD and Source

POD
Sur. 21-4103
→

Twp	Rge	Sec	Gov Lot	QQQ of QQ of Q	County	Source
85	36E	15		NWSE	Bannock	Marsh Ck
GPS Coordinates:				N 42° 43.423'	W 112° 13.820'	
GPS Coordinates:						
GPS Coordinates:						
GPS Coordinates:						
GPS Coordinates:						
GPS Coordinates:						
GPS Coordinates:						

GPS file
Dunn M.C.

Other rights from this POD?

Gilbert & Stalkey

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

ditch - stalke - (Gilbert) T 085, R 36E Sec. 15
photo looking South

NWSE
SWSE- NOT POD
shown or
claimed.

Transfers Changing POD

Reviewer:

CB

Date:

8/14/02

Place Of Use Data Entry Form

Claim Number: A29-10014☐ Use Claimed POU as Recommended POU

Claimed Place of Use

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

Total Acres _____

Recommended Place of Use

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use
8S	36E	15	~~NESW~~		Bannock		10	Irrigation
			NWSE				3	Irrigation

Total Acres 3

Document how the POU was verified:

field exam.
1987/88 NAPP Photography

Transfers Changing POU _____

Reviewer: CBDate: 8/16/02

Purpose of Use Data Entry Form

Claim Number: A29-10014☐ 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
Irrigation			22.4	

Recommended Purpose of Use

Water Use	Number of Homes	Number of Stock	Acre Limit	Number of Other
Irrigation			3.	

Document how the Purpose of Use was verified:

1987/88 NAPP Photography
Field exam - Marsh Crk doesn't irrigate across
the Staley ditch.

Transfers Changing Purpose of Use _____

Reviewer: 8/16/02Date: CB

Period of Use and Quantity Data Entry Form

Claim Number: A29-10014☐ 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
Irrigation	3/15	11/15	0.67	

Overall Diversion Rate 0.67 Overall Diversion Volume _____

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Irrigation	4/1	10/31	0.09	

Overall Diversion Rate 0.09 Overall Diversion Volume _____

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

- emailed Ernie & Candice (7/31/02) on
extended SOU.

10/25/02 Ernie - use the standard SOU on B.U. claims.

- letters from soil conservation indicates additional
water is required (0.03 cfs/acre x 3 acres) = 0.09 cfs.

Reviewer: CBDate: 8/1/02

9/4/02 Dunn Marsh Creek A29-10014
[Revisit]
Rex pump - Winsor Motor (4 cylinder)
S/L # NG 7371

Gas. portable pump.
doesn't indicate HP.
1948 pump

pump is located in the barn.

1 Photo 5:15pm of pump in barn.

29-10014.

- need to verify the source as Marsh Ck.

The ditch that Jodeana pointed out as ditch they use to convey this water heads at Walker Creek.

Verify that the source of that ditch is Marsh Ck, not Walker Creek, because this ditch is also used by Madyn Staley, & LeMar Gibbut under 29-2016 A, but the source is Marsh Creek. - Marsh Creek

- POU: The land in the NESW is not irrigated with Marsh Ck. They flood irrigate and the land in the NESW is uphill from Marsh Ck. They would have to pump it uphill and they don't.

- Need evidence of priority
letters in file 29-4103
3-15-1942 priority.

A29-4101A, A29-10014 & A29-4103

Narrative by Cindy Bird

August 1, 2002



Photo 1. Walker Creek diversion.



Photo 2. Looking south at Marsh Creek diversion.

July 29, 2002 Jodeana Dunn accompanied me during the field exam. Jodeana is the granddaughter of George Henrich and the daughter of Keith Henrich. Jodeana and Cutis purchased the property from Keith in 1992.

Photo 1 is looking north at the Dunn's diversion works from Walker Creek. Once diverted it flows into a buried culvert in Charles & Joan Thomsen's yard. It then flows through a culvert under Marsh Creek road and flood irrigates their property east of Marsh Creek road through a series of ditches and portable dams. The irrigation ditches run north and south on the upper portion of land in the NESW of section 15.

The lower portion is flood irrigated out of the Staley-Gilbert ditch.

Photo 2 above shows the overgrown ditch described by Jodeana as their diversion from Marsh Creek for the lower 3 acres claimed in 29-4103. The land is flood irrigated from this ditch.

A 30-inch concrete culvert is installed in the ditch from Marsh Creek and had 14 inches of water flowing in the culvert. I used my Haestad program to calculate the diversion rate. Using the manning equation for a circular ditch, a coefficient for a weedy natural channel, 30 inch diameter and 14 inches of water the diversion rate was 1.66 cfs with slope of 0.001 ft/ft or 5.26 cfs for 0.01 ft/ft.

The piece of property claimed in 29-10014 and irrigated from Marsh Creek through the ditch also used by Grady Staley and DeMar Gilbert heads at Walker Creek about 15 feet before it flows into Marsh Creek.

On July 31, 2002 Rhonda Anthony accompanied me during the field exam for East Side Ditch Company. The point of diversion for the ditch company is the same ditch shown in photo 2. In 1989 the ditch company made repairs to the diversion works because the previous system was very unsafe. They got approval from the Army Corp. of Engineers to place large rocks in Marsh Creek (shown in photo 3) to back up the water and created a gentle fall to slow the creek down.

The file contains a letter from the Soil Conservationist in Pocatello to Keith Henrich on his soil type. The letter states that the soil is very porous and would require an addition 50% over the states standard of 1-inch per acre to property sustain a crop.



Diversion ditch

Photo 3. Looking southeasterly at Marsh Creek and the diversion ditch to East Side Ditch Company.



IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 29



RIGHT ID
POD ID
Quad
Claim Type
Easting
Northing
GPSID

Diversion Description

Weir is sharp crest 2', 7.5" wide, 2" deep. Haven't used pump for years; flooding out of walker creek. Diversion is 1st one upstream from Marsh Creek Rd. Checks in creek can divert full flow of creek.

Assumptions

Phase-0 (No Attention)
Phase-I (Ready to Go to Field)
Phase-II (Site Visit - Data Missin)
Phase-III (Complete w/issues)
Phase-IV (Total Complete)

Linked
Photos

EPE (ft)

Date (M/D/Y)

Time

Flow Rate (CFS)

Invoice #

Open Channel Flow

☒ Complete one box from both Area and Calculation sections

Cross Sectional Area

☐ Circular Channel

- ☐ Less than half full
☐ Half full
☐ More than half full
☐ Full

Diameter

Depth

☐ Rectangular Channel

Width

Depth

Flow Calculation

☐ Continuity

Velocity

☐ Orifice

(Use only for head over a pipe flowing full with free discharge)

Depth of Water
above orifice
centerline

☒ Weir

(Use only for water flowing freely over weir)

Height of water
above nappe

Width of weir

☐ Manning (If used, include photo of representative channel section)

Channel Slope

Channel
Description

Concrete lined	.016
Smooth earth	.025
Earth	.033
Rough bed, weeds on sides	.04
Smooth natural stream	.033
Rough natural stream	.1

Pumped System

HP

Pressure Head (psi)

Elevation Head (ft)

Motor Mfg

Motor Serial #

Pump Type

Pump Mfg

Pump Serial#

New Contact Information

New Contact Comments

Curtis/Jordena Dunn. 2526 S. Marsh Creek.
Phone 775-3511 or 254-3660. Works at Simplot.

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H0012657

Claim # 29-04101A

2904103

29-10014

WALKER CREEK IRRIGATION ROTATION AGREEMENT

The undersigned water users of Walker Creek, located in Bannock County, Idaho, hereby agree to distribute the water of Walker Creek until such time as the rights and priorities of the parties have been formally adjudicated. The agreed distribution shall be as follows:

(A). If the flow of Walker Creek exceeds .36 cubic foot per second ("cfs"), the waters of Walker Creek shall be distributed by the undersigned users on a 10-day rotation period. The order of delivery and number of hours of use per rotation for each user shall be:

Keith Henrichs - 96 hours

Raymond Girard - 36 hours

Gene Wise - 31 hours

Bob Wardle - 31 hours

Chuck Thompson - 16 hours (Joann Porsy)

Kathy John Shultz - 10 hours

Norman Rademacher - 20 hours permit.

(B). If the water flow of Walker Creek falls below .36cfs, as measured as set forth below, then the above stated 10-day rotation period shall be modified and the undersigned users shall go to a 20-day rotation period. The modification from the 10-day rotation period to the 20-day rotation period will be based on the same acreage as the 10-day rotation period and on the same water allotment of .02cfs/acre/user. The number of hours of use per rotation credited to each user under the 20-day rotation period shall be:

Keith Henrichs - 192 hours

Raymond Girard - 72 hours

Gene Wise - 62 hours
Bob Wardle - 62 hours
Chuck Thompson - 32 hours
John Shultz - 20 hours
Norman Rademacher - 40 hours

The reason for the modification from a 10-day rotation period to a 20-day rotation period when the flow of Walker Creek falls below .36cfs is to allow the parties longer periods of time to irrigate so that they may preserve, in times of low water, their pastures and other appurtenant property. Any of the undersigned users may use the water during their stated turn on each rotation or may pass their turn to another user they so designate. Any such designation shall not effect the designating party's use of the water on the next rotation. Each of the undersigned users is responsible for regulating their headgate at both the beginning and end of their respective turn.

For a determination of which rotation period to use at any particular time, the measurement of the flow of water in Walker Creek shall be done at such time as the water level appears to be approaching .36cfs. Any of the undersigned users may request the Portneuf River water master, if he or she so consents, or some other third person mutually agreed upon by all of the undersigned users to measure the water. If a

disagreement arises as to measurement, any of the undersigned users may request that a Department of Water Resources official measure the flow of water in Walker Creek. Such measurement by a Department of Water Resources official shall be deemed conclusive as to the level of flow in Walker Creek.

All measurements of the flow of Walker Creek used to make any determination under this agreement shall take place at the point of diversion used by water users Wardle, Wise and Girard. Any such measurements shall take place at a consistent hour at each time of measurement. An hour agreed upon by the parties is 10:00 a.m. on the day of measurement, or such consistent time as is convenient to the Portneuf River water master, the mutually agreed upon third party, or the Department of Water Resources official.

This agreement shall be in force and effect during the time period from March 15 through November 15 of each and every year, beginning with March 15, 1989, until an adjudication of the rights of the undersigned water users of Walker Creek is finally and fully completed. All prior agreements among the Walker Creek water users are superceded by this agreement. This agreement is binding on heirs, personal representatives, successors and assigns of any of the undersigned water users.

All of the undersigned, including the Department of Water Resources, agree that no adjudication has been completed on Walker Creek and that this agreement does not have any binding effect on any of the undersigned parties on any future adjudication. This agreement is solely a compromise agreement of a continuing controversy as to the rights and priorities of the parties to the use of Walker Creek and shall be considered solely in that regard. It shall not be considered as an admission in any regard by any of the undersigned parties as to their claims, licenses, permits or other arguments they may have in a subsequent adjudication. It shall not be considered binding, and shall not be used by any of the parties, including the Department of Water Resources, in any adjudication and shall not be considered by any Court in any hearing or other proceeding on an adjudication. All of the parties hereto reserve their objections to the various claims of the other users. The Department of Water Resources acknowledges and understands that the purpose of this agreement is solely for the purpose of a settlement of an on-going controversy. This agreement is a temporary, interim agreement until an adjudication of the rights of the parties can be formally determined.

The Department of Water Resources agrees that any cease and desist order issued to any of the undersigned

users is hereby terminated. It is further understood that the parties who received cease and desist orders do not admit that the Department of Water Resources had any legal authority to issue the cease and desist orders.

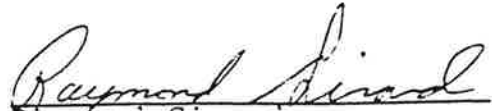
The Department of Water Resources agrees to recognize this agreement and not to intervene in the agreement or interfere with any of the use of the undersigned unless such parties do not abide by the rotation agreement set forth above. The undersigned users understand that the Department of Water Resources cannot view the agreement as revising any water rights the parties may be determined as having in an adjudication, but is solely an interim agreement.

IN WITNESS WHEREOF the undersigned hereby execute this agreement and acknowledge that each clearly understands the terms and conditions stated herein.

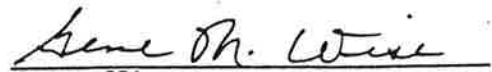
Dated: 1-19-89


Keith Henrichs

Dated: 2-5-89


Raymond Girard

Dated: 2-4-89


Gene Wise

Dated: 2-4-89


Bob Wardle

Dated: 2-4-89

Chuck Thompson
Chuck Thompson

Dated: Feb 6 1989

John Shultz
John Shultz

Dated: Feb 5, 89

Norman E. Rademacher
Norman Rademacher

Acknowledged and Approved by
the State of Idaho, Department
of Water Resources

Dated: _____

By _____
Norman C. Young
Administrator
Resource Administration Div.
Department of Water Resources

ADDENDUM

The attached Rotation Agreement is incorporated by reference and hereby made a part of the Walker Creek Irrigation Rotation Agreement.

April 16, 1990 Johnson had to close Wise, Wardell & Guard head-gate to get our water turn.

All during 1991 irrigation we have to close the Wardell Guard & Wise head-gate.

C THOMSEN

1989

(16)

2 P.M. March 15	TO	6 A.M. March 16
2 P.M. March 25	TO	6 A.M. March 26
2 P.M. Apr 4	TO	6 A.M. Apr 5
2 P.M. Apr 14	TO	6 A.M. Apr 15
2 P.M. Apr 24	TO	6 A.M. Apr 25
2 P.M. May 4	TO	6 A.M. May 5
2 P.M. May 14	TO	6 A.M. May 15
2 P.M. May 24	TO	6 A.M. May 25
2 P.M. June 3	TO	6 A.M. June 4
2 P.M. June 13	TO	6 A.M. June 14
2 P.M. June 23	TO	6 A.M. June 24
2 P.M. July 3	TO	6 A.M. July 4
2 P.M. July 13	TO	6 A.M. July 14
2 P.M. July 23	TO	6 A.M. July 24
2 P.M. Aug 2	TO	6 A.M. Aug 3
2 P.M. Aug 12	TO	6 A.M. Aug 13
2 P.M. Aug 22	TO	6 A.M. Aug 23
2 P.M. Sept 1	TO	6 A.M. Sept 2
2 P.M. Sept 11	TO	6 A.M. Sept 12
2 P.M. Sept 21	TO	6 A.M. Sept 22
2 P.M. Oct 1	TO	6 A.M. Oct 2
2 P.M. Oct 11	TO	6 A.M. Oct 12
2 P.M. Oct 21	TO	6 A.M. Oct 22
2 P.M. Oct 31	TO	6 A.M. nov 1
2 P.M. nov 10	TO	6 A.M. nov 11
2 P.M. nov 20	TO	6 A.M. nov 21
2 P.M. nov 30	TO	6 A.M. Dec 1

J SCHULTZ

1989

(12)

6 A.M. March 16	TO	4 P.M. March 16
6 A.M. March 26	TO	4 P.M. March 26
6 A.M. Apr 5	TO	4 P.M. Apr 5
6 A.M. Apr 15	TO	4 P.M. Apr 15
6 A.M. Apr 25	TO	4 P.M. Apr 25
6 A.M. May 5	TO	4 P.M. May 5
6 A.M. May 15	TO	4 P.M. May 15
6 A.M. May 25	TO	4 P.M. May 25
6 A.M. June 4	TO	4 P.M. June 4
6 A.M. June 14	TO	4 P.M. June 14
6 A.M. June 24	TO	4 P.M. June 24
6 A.M. July 4	TO	4 P.M. July 4
6 A.M. July 14	TO	4 P.M. July 14
6 A.M. July 24	TO	4 P.M. July 24
6 A.M. Aug 3	TO	4 P.M. Aug 3
6 A.M. Aug 13	TO	4 P.M. Aug 13
6 A.M. Aug 23	TO	4 P.M. Aug 23
6 A.M. Sept 2	TO	4 P.M. Sept 2
6 A.M. Sept 12	TO	4 P.M. Sept 12
6 A.M. Sept 22	TO	4 P.M. Sept 22
6 A.M. Oct 2	TO	4 P.M. Oct 2
6 A.M. Oct 12	TO	4 P.M. Oct 12
6 A.M. Oct 22	TO	4 P.M. Oct 22
6 A.M. nov 1	TO	4 P.M. nov 1
6 A.M. nov 11	TO	4 P.M. nov 11
6 A.M. nov 21	TO	4 P.M. nov 21
6 A.M. Dec 1	TO	4 P.M. Dec 1

N RADEMACHER

1989

(20)

4 P.M. March 16	TO 12 NOON March 17
4 P.M. March 26	TO 12 NOON March 27
4 P.M. Apr 5	TO 12 NOON Apr 6
4 P.M. Apr 15	TO 12 NOON Apr 16
4 P.M. Apr 25	TO 12 NOON Apr 26
4 P.M. May 5	TO 12 NOON May 6
4 P.M. May 15	TO 12 NOON May 16
4 P.M. May 25	TO 12 NOON May 26
4 P.M. June 4	TO 12 NOON June 5
4 P.M. June 14	TO 12 NOON June 15
4 P.M. June 24	TO 12 NOON June 25
4 P.M. July 4	TO 12 NOON July 5
4 P.M. July 14	TO 12 NOON July 15
4 P.M. July 24	TO 12 NOON July 25
4 P.M. Aug 3	TO 12 NOON Aug 4
4 P.M. Aug 13	TO 12 NOON Aug 14
4 P.M. Aug 23	TO 12 NOON Aug 24
4 P.M. Sept 2	TO 12 NOON Sept 3
4 P.M. Sept 12	TO 12 NOON Sept 13
4 P.M. Sept 22	TO 12 NOON Sept 23
4 P.M. Oct 2	TO 12 NOON Oct 3
4 P.M. Oct 12	TO 12 NOON Oct 13
4 P.M. Oct 22	TO 12 NOON Oct 23
4 P.M. Nov 1	TO 12 NOON Nov 2
4 P.M. Nov 11	TO 12 NOON Nov 12
4 P.M. Nov 21	TO 12 NOON Nov 22
4 P.M. Dec 1	TO 12 NOON Dec 2

Begin

6 L 'C

K HENRICH

1989

(96)

12 NOON March 17	TO 12 NOON March 21
12 NOON March 27	TO 12 NOON March 31
12 NOON Apr 6	TO 12 NOON Apr 10
12 NOON Apr 16	TO 12 NOON Apr 20
12 NOON Apr 26	TO 12 NOON Apr 30
12 NOON May 6	TO 12 NOON May 10
12 NOON May 16	TO 12 NOON May 20
12 NOON May 26	TO 12 NOON May 30
12 NOON June 5	TO 12 NOON June 9
12 NOON June 15	TO 12 NOON June 19
12 NOON June 25	TO 12 NOON June 29
12 July 5	TO 12 NOON July 9
12 July 15	TO 12 NOON July 19
12 July 25	TO 12 NOON July 29
12 NOON Sept 17	TO 12 NOON Sept 21
12 NOON Sept 27	TO 12 NOON Sept 30
12 NOON Oct 7	TO 12 NOON Oct 11
12 NOON Oct 17	TO 12 NOON Oct 21
12 NOON Oct 27	TO 12 NOON Oct 31
12 NOON Nov 6	TO 12 NOON Nov 10
12 NOON Nov 16	TO 12 NOON Nov 20
12 NOON Nov 26	TO 12 NOON Dec 1
12 NOON Dec 6	TO 12 NOON Dec 10

B WARDLE

1989

(31)

12 NOON March 21 TO 7 P.M. March 22
 12 NOON March 31 TO 7 P.M. Apr 1
 12 NOON Apr 10 TO 7 P.M. Apr 11
 12 NOON Apr 20 TO 7 P.M. Apr 21
 12 NOON Apr 30 TO 7 P.M. May 1
 12 NOON May 10 TO 7 P.M. May 11
 12 NOON May 20 TO 7 P.M. May 21
 12 NOON May 30 TO 7 P.M. May 31
 12 NOON June 9 TO 7 P.M. June 10
 12 NOON June 19 TO 7 P.M. June 20
 12 NOON June 29 TO 7 P.M. June 30
 12 NOON July 9 TO 7 P.M. July 10
 12 NOON July 19 TO 7 P.M. July 20
 12 NOON July 29 TO 7 P.M. July 30
 12 NOON Aug 8 TO 7 P.M. Aug 9
 12 NOON Aug 18 TO 7 P.M. Aug 19
 12 NOON Aug 28 TO 7 P.M. Aug 29
 12 NOON Sept 7 TO 7 P.M. Sept 8
 12 NOON Sept 17 TO 7 P.M. Sept 18
 12 NOON Sept 27 TO 7 P.M. Sept 28
 12 NOON Oct 7 TO 7 P.M. Oct 8
 12 NOON Oct 17 TO 7 P.M. Oct 18
 12 NOON Oct 27 TO 7 P.M. Oct 28
 12 NOON Nov 6 TO 7 P.M. Nov 7
 12 NOON Nov 16 TO 7 P.M. Nov 17
 12 NOON Nov 26 TO 7 P.M. Nov 27
 12 NOON Dec 6 TO 7 P.M. Dec 7

ENC

B GIFFARD

1989

(32)

7 P.M. March 21 TO 7 A.M. March 24
 7 P.M. Apr 1 TO 7 A.M. Apr 3
 7 P.M. Apr 11 TO 7 A.M. Apr 13
 7 P.M. Apr 21 TO 7 A.M. Apr 23
 7 P.M. May 1 TO 7 A.M. May 3
 7 P.M. May 11 TO 7 A.M. May 13
 7 P.M. May 21 TO 7 A.M. May 23
 7 P.M. May 31 TO 7 A.M. June 1
 7 P.M. June 10 TO 7 A.M. June 12
 7 P.M. June 20 TO 7 A.M. June 22
 7 P.M. June 30 TO 7 A.M. July 1
 7 P.M. July 10 TO 7 A.M. July 11
 7 P.M. July 20 TO 7 A.M. July 21
 7 P.M. July 31 TO 7 A.M. Aug 1
 7 P.M. Aug 10 TO 7 A.M. Aug 11
 7 P.M. Aug 20 TO 7 A.M. Aug 21
 7 P.M. Aug 31 TO 7 A.M. Sept 1
 7 P.M. Sept 10 TO 7 A.M. Sept 12
 7 P.M. Sept 20 TO 7 A.M. Sept 22
 7 P.M. Sept 30 TO 7 A.M. Sept 31
 7 P.M. Oct 10 TO 7 A.M. Oct 12
 7 P.M. Oct 20 TO 7 A.M. Oct 22
 7 P.M. Oct 30 TO 7 A.M. Oct 31
 7 P.M. Nov 9 TO 7 A.M. Nov 10
 7 P.M. Nov 19 TO 7 A.M. Nov 20
 7 P.M. Nov 29 TO 7 A.M. Nov 30

G WISE

1989

(31)

7 A.M. March 24	TO 2 P.M. March 25
7 A.M. Apr 3	TO 2 P.M. Apr 4
7 A.M. Apr 13	TO 2 P.M. Apr 14
7 A.M. Apr 23	TO 2 P.M. Apr 24
7 A.M. May 3	TO 2 P.M. May 4
7 A.M. May 13	TO 2 P.M. May 14
7 A.M. May 23	TO 2 P.M. May 24
7 A.M. June 2	TO 2 P.M. June 3
7 A.M. June 12	TO 2 P.M. June 13
7 A.M. June 22	TO 2 P.M. June 23
7 A.M. July 2	TO 2 P.M. July 3
7 A.M. July 12	TO 2 P.M. July 13
7 A.M. July 22	TO 2 P.M. July 23
7 A.M. Aug 1	TO 2 P.M. Aug 2
7 A.M. Aug 11	TO 2 P.M. Aug 12
7 A.M. Aug 21	TO 2 P.M. Aug 22
7 A.M. Aug 31	TO 2 P.M. Sept 1
7 A.M. Sept 10	TO 2 P.M. Sept 11
7 A.M. Sept 20	TO 2 P.M. Sept 21
7 A.M. Sept 30	TO 2 P.M. Oct 1
7 A.M. Oct 10	TO 2 P.M. Oct 11
7 A.M. Oct 20	TO 2 P.M. Oct 21
7 A.M. Oct 30	TO 2 P.M. Oct 31
7 A.M. Nov 9	TO 2 P.M. Nov 10
7 A.M. Nov 19	TO 2 P.M. Nov 20
7 A.M. Nov 29	TO 2 P.M. Nov 30
7 A.M. Dec 9	TO 2 P.M. Dec 10

C THOMSEN

1989

(32)

10 A.M. March 15	TO	6 P.M. March 16
10 A.M. Apr 4	TO	6 P.M. Apr 5
10 A.M. Apr 24	TO	6 P.M. Apr 25
10 A.M. May 14	TO	6 P.M. May 15
10 A.M. June 3	TO	6 P.M. June 4
10 A.M. June 23	TO	6 P.M. June 24
10 A.M. July 13	TO	6 P.M. July 14
10 A.M. Aug 2	TO	6 P.M. Aug 3
10 A.M. Aug 22	TO	6 P.M. Aug 23
10 A.M. Sept 11	TO	6 P.M. Sept 12
10 A.M. Oct 1	TO	6 P.M. Oct 2
10 A.M. Oct 21	TO	6 P.M. Oct 22
10 A.M. nov 10	TO	6 P.M. nov 11
10 A.M. nov 30	TO	6 P.M. Dec 1

N RADEMACHER

1989

(40)

6 P.M. March 16	TO	10 A.M. March 18
6 P.M. Apr 5	TO	10 A.M. Apr 7
6 P.M. Apr 25	TO	10 A.M. Apr 27
6 P.M. May 15	TO	10 A.M. May 17
6 P.M. June 4	TO	10 A.M. June 6
6 P.M. June 24	TO	10 A.M. June 26
6 P.M. July 14	TO	10 A.M. July 16
6 P.M. Aug 3	TO	10 A.M. Aug 5
6 P.M. Aug 23	TO	10 A.M. Aug 25
6 P.M. Sept 12	TO	10 A.M. Sept 14
6 P.M. Oct 2	TO	10 A.M. Oct 4
6 P.M. Oct 22	TO	10 A.M. Oct 24
6 P.M. nov 11	TO	10 A.M. nov 13
6 P.M. Dec 1	TO	10 A.M. Dec 3

J. S. S. S. S.

1989

(40)

10 A.M. March 16	TO	6 P.M. March 18
10 A.M. Apr 7	TO	6 P.M. Apr 9
10 A.M. Apr 27	TO	6 P.M. Apr 29
10 A.M. May 17	TO	6 P.M. May 19
10 A.M. June 6	TO	6 P.M. June 8
10 A.M. June 26	TO	6 P.M. June 28
10 A.M. July 16	TO	6 P.M. July 18
10 A.M. Aug 5	TO	6 P.M. Aug 7
10 A.M. Aug 25	TO	6 P.M. Aug 27
10 A.M. Sept 14	TO	6 P.M. Sept 16
10 A.M. Oct 4	TO	6 P.M. Oct 6
10 A.M. Oct 24	TO	6 P.M. Oct 26
10 A.M. nov 13	TO	6 P.M. nov 15
10 A.M. Dec 3	TO	6 P.M. Dec 5

K HENRICHS

1989

(192)

6 A.M. March 19	TO	6 A.M. March 27
6 A.M. Apr 8	TO	6 A.M. Apr 16
6 A.M. Apr 28	TO	6 A.M. May 6
6 A.M. May 18	TO	6 A.M. May 26
6 A.M. June 7	TO	6 A.M. June 15
6 A.M. June 27	TO	6 A.M. July 5
6 A.M. July 17	TO	6 A.M. July 25
6 A.M. Aug 6	TO	6 A.M. Aug 14
6 A.M. Aug 26	TO	6 A.M. Sept 3
6 A.M. Sept 15	TO	6 A.M. Sept 23
6 A.M. Oct 5	TO	6 A.M. Oct 13
6 A.M. Oct 25	TO	6 A.M. Nov 2
6 A.M. Nov 14	TO	6 A.M. Nov 22
6 A.M. Dec 4	TO	6 A.M. Dec 12

*Remember
using our
Water Lator
Day got caught
Called Hirsch
1991*

*Aug 26. 1991
Shultz & Ward
using our water
for 11 hrs!
Sept 15 no
water at 7:2
also go to Ward
31-24
1-24
2-24
3-24*

B WARDLE

1989

(62)

6 A.M. March 27	TO	8 P.M. March 29
6 A.M. Apr 16	TO	8 P.M. Apr 18
6 A.M. May 6	TO	8 P.M. May 8
6 A.M. May 26	TO	8 P.M. May 26
6 A.M. June 15	TO	8 P.M. June 17
6 A.M. July 5	TO	8 P.M. July 7
6 A.M. July 25	TO	8 P.M. July 27
6 A.M. Aug 14	TO	8 P.M. Aug 16
6 A.M. Sept 3	TO	8 P.M. Sept 5
6 A.M. Sept 23	TO	8 P.M. Sept 25
6 A.M. Oct 13	TO	8 P.M. Oct 15
6 A.M. Nov 2	TO	8 P.M. Nov 4
6 A.M. Nov 22	TO	8 P.M. Nov 24
6 A.M. Dec 12	TO	8 P.M. Dec 14

B STANLEY

1989

(72)

6 P.M. March 19	TO	6 P.M. March 27
6 P.M. Apr 8	TO	6 P.M. Apr 16
6 P.M. Apr 28	TO	6 P.M. May 6
6 P.M. May 18	TO	6 P.M. May 26
6 P.M. June 7	TO	6 P.M. June 15
6 P.M. June 27	TO	6 P.M. July 5
6 P.M. July 17	TO	6 P.M. July 25
6 P.M. Aug 6	TO	6 P.M. Aug 14
6 P.M. Aug 26	TO	6 P.M. Sept 3
6 P.M. Sept 15	TO	6 P.M. Sept 23
6 P.M. Oct 5	TO	6 P.M. Oct 13
6 P.M. Oct 25	TO	6 P.M. Nov 2
6 P.M. Nov 14	TO	6 P.M. Nov 22
6 P.M. Dec 4	TO	6 P.M. Dec 12

639



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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

May 30, 2002

CURTIS & JODEANA DUNN
PO BOX 101
INKOM ID 83245

RE: NOTICE(S) OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE(S) OF CLAIM TO A WATER RIGHT 29-4101A, 29-4103,
29-10014

Dear Mr. & Mrs. Dunn:

The request for Change of Water Right Ownership concerning the above-referenced Notice(s) of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with listing the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Respectfully yours,

Jennifer Crabtree
Technical Records Specialist

Enclosure

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

DESCRIPTION OF YOUR PORTION OF WATER RIGHT

(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT

(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	

7. Signature of New Owner(s) or Claimant(s) X Charles Dunn
(include title if applicable) _____

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

For Office Use Only

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

7/16/1902 | 2

Page-186 Notice of Water
Appropriation

inst Date: 7/15/1902

NAME Durand, William

PARTY

INDEXED GJ

INDEX TO OFFICIAL RECORDS, BANNOCK COUNTY, IDAHO

1903

NAME Walker Creek

PARTY

DATE OF RECORD	BOOK	FILE	INSTRUMENT NO.	NATURE OF INSTRUMENT
2/4/1903	2		Page-200	Notice of Water
inst Date: 2/2/1903				Appropriation

NAME

PARTY

Green Josephine
Green, Cumer H

INDEXED GJ

INDEX TO OFFICIAL RECORDS, BANNOCK COUNTY, IDAHO

NAME Walker Creek

PARTY

DATE OF RECORD	BOOK	FILE	INSTRUMENT NO.	NATURE OF INSTRUMENT
12/23/36	12	439	10920	Decree of Foreclosur and Order of Sale
inst Date: 12/22/36				

NAME

PARTY

Toston, Frank Def
 United States of America (For the Use of Ellsworth,
 Elmer & Hucho) Def
 Heirs of Portneuf, Tahmanzonah Deceased) Def
 Heirs of Portneuf, Charley Deceased) Def
 Ellsworth, Elmer & Hucho Def
 United states of America (for the use of Smart,
 Ella Nephi) GJ

continued on Back

INDEX TO OFFICIAL RECORDS, BANNOCK COUNTY, IDAHO

NAME Toston, Frank

(ETAL)

PARTY

De

DATE OF RECORD	BOOK	FILE	INSTRUMENT NO.	NATURE OF INSTRUMENT
12/23/36	12	439	10920	Decree of Foreclos and Order of Sale
inst Date: 12/22/36				

NAME

PARTY

All Waters from the Fort Hall Government Irrigati
 Project Marsh & Walker Creek

IN TESTIMONY WHEREOF, I Woodrow Wilson President of the United States of America have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the Fifth day of May in the year of our Lord one thousand nine hundred and SIXTEEN and of the Independence of the United States the one hundred and Fortieth.

(Seal)
RECORDED: Patent Number 527720
Entered on Tract Book MMS

By the President: Woodrow Wilson
By M. P. LeRoy, Secretary.
L. Q. C. Lamar
Recorder of the General
Land Office.

RECORDED Feb. 3, 1930 5 32 P M in Book 62 of Deeds, page 591. Records of
Bannock County, State of Idaho, at request of B T A Co.

Lillian Sponberg, Recorder

Fee \$1.00

INSTRUMENT NO. 149107

5--1926
DEED NONCOMPETENT INDIAN LANDS

Office of Indian Affairs
Received Mar. 13, 1926
13020

\$1.50 I.R.S. attached and on

THIS INSTRUMENT, made and entered into this 25th day of January one thousand nine hundred and Twenty-six by and between Ingweboe Chapi, of Fort Hall, Idaho, noncompetent Fort Hall Indian, party of the first part, and L. M. Cardon of McCammon, Idaho, party of the second part:

WITNESSETH, That said party of the first part, for and in consideration of the sum of One Thousand Two Hundred Fifty five Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto said party of the second part the following-described real estate and premises situated in Bannock County, State of Idaho, to wit:

SW/4 NE/4 & NW/4 SE/4 Sec 15 Tp. 8 S. R. 36, NRM, Idaho (60)
acres.

"And there is reserved from the lands hereby granted a right of way for ditches and canals constructed by the authority of the United States."

together with all the improvements thereon and appurtenances thereto belonging. And the said party of the first part, for herself and her heirs, executors, and administrators, does hereby covenant, promise, and agree to and with the said party of the second part, his heirs and assigns, that they will forever warrant and defend the said premises against the claim of all persons, claiming or to claim by, through, or under them only.

To have and to hold said described premises unto the said party of the second part, his heirs executors, administrators and assigns, forever.

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

WITNESSES:
Lillian Gauthier
Frank Kyselka

Ingweboe Chapi (Seal) 1/25/26
(finger print)

STATE OF IDAHO

COUNTY OF BANNOCK

BE IT REMEMBERED, That on this 25 day of January, A. D. 1926, before me undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ingweboe Chapi to me personally known to be the identical person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notary seal on the day and year last above written.

My commission expires 5/15/29.

Robert M. Allen
Notary Public

DEPARTMENT OF INTERIOR,
Office of Indian Affairs,
Apr. 12, 1926

Reute
Marschalk

The within deed is respectfully submitted to the Secretary of the Interior, with the recommendation that it be approved.

Chas. E. Burke
Commissioner

DEPARTMENT OF THE INTERIOR,
Apr. 15, 1926

The within deed is hereby approved.

John H. Edwards
Assistant Secretary
C.J.C.

OFFICE OF INDIAN AFFAIRS, Land Division
Mar. 7, 1928

Recorded in Deed Book, Non competent Indian Lands, Vol. 54, Page 160.

RECEIVED

SEP 17 1926

C.B.

RECORDED on the 5 day of Feb. 1930 at 4 o'clock P. M., and duly recorded in Book 62 of Deeds, on page 592, at request of B T A Co.

Lillian Spangberg, Recorder

Fee \$1.00

By Greta Wright, Dep

INSTRUMENT NO. 149129

QUIT CLAIM DEED

THIS INSTRUMENT, made the 5th day of August, in the year of our Lord One Thousand Nine Hundred and 29 between Idaho Finance & Development Corporation of Pocatello County of Bannock and State of Idaho the party of the first part, and S. H. Lyon and Ida Lyon, his wife of Pocatello, of the County of Bannock and State of Idaho, the parties of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One and No/100 DOLLARS, lawful money of the United States of America, and other good and valuable considerations, to it in hand paid by the said parties of the second part, the receipt of which is hereby acknowledged, does by these presents demise, release and forever Quitclaim unto the said parties of the second part, and to their heirs and assigns, all those certain parts of lots situated in Bannock County, of the State of Idaho, particularly described as follows, to-wit:

Commencing at Eastern corner of lot one, Block 318, in the City of Pocatello, and running thence in a westerly direction along the line between Halliday Street and said lot 1, 43 feet to the point of beginning; thence westerly along said line between Halliday St. and said lot one, a distance of 46 feet; thence at right angles in a southerly direction across lots one, two and three of said block, a distance of ninety feet to line dividing lots three and four of said block; thence at right angles in a northerly direction along dividing line between said lots three and four forty-six feet; thence at right angles in a northerly direction 90 feet across lots three and two and one of said block, to the point of beginning, the same being a rectangular piece of ground having a frontage of 46 feet on Halliday Street, and in the middle 46 by 90 feet of lots 1, 2, 3 of said block 318, according to the official Plat of the Survey of said lands returned to the General Land Office by the Surveyor General.

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

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances unto said parties of the second part, and to their heirs and assigns forever.

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

Signed, seal and Delivered in the Presence of

Idaho Finance & Development Corp.

By A. Laker Cook (Seal)

Attested L. J. Cook (Seal)
Secy.

STATE OF IDAHO,
County of Bannock) ss.

On this 5th day of August in the year 1929, before me, Sam P. Smith, a Notary Public in and for the State of Idaho personally appeared A. Laker Cook and L. J. Cook known to me to be Vice-pres. and Secy. of Idaho Finance & Development Corp., and the acknowledged to me that said corporation created the within instrument, in per general authority of record in Bannock County, Idaho.

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

(Seal)

Sam P. Smith
Notary Public
Residing at Pocatello, Idaho

Filed for record at the request of S. H. Lyon Feb 3, 1930, at 3 o'clock p.m. per 3 o'clock P.M., in Record/62 Deeds, page 593.

Lillian Spangberg, Recorder

Fee \$1.00

Anna M. Coe, Deputy



- back piece

WARRANTY DEED
 This Deed, made this 30th day of June in the year of Our Lord one thousand nine hundred and thirty-four
 between L. M. Cardon and wife, Julia M. Cardon
 of the County of Franklin State of Utah
 and Frank Cardon, a single man
 of the County of Bannock State of Idaho
 the parties of the first part
 for and to the use, benefit and behoof of the said party of the second part
 the said party of the first part have granted, sold, conveyed and confirmed unto the said party of the second part, and to his heirs and assigns forever, All those certain lots, pieces and parcels of land situated in the County of Franklin State of Utah and more particularly described as follows, to-wit:
 Ten and No/100
 than one acre of land in the said County of Franklin State of Utah and for other good and valuable considerations
 the said party of the first part have granted, sold, conveyed and confirmed unto the said party of the second part, and to his heirs and assigns forever, All those certain lots, pieces and parcels of land situated in the County of Franklin State of Utah and more particularly described as follows, to-wit:
 The Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section Fifteen (15), Township 36N, Range 30E, East of the Boise Meridian, containing 80 acres. Together with all water rights thereto appertaining, and particularly that water right which was acquired from Marsh Creek.

31.00 I. R. S. Attached and Cancelled.

SWNE Sec. 15
NWSE

Witness my hand and seal of my office, this 30th day of June, 1934, at the County of Franklin State of Utah.
 Willard Paulsen
 Notary Public
 My commission expires May 9, 1936.

Willard Paulsen
 Notary Public

L. M. Cardon
 Julia M. Cardon

STATE OF UTAH

County of Franklin
 On this 30th day of July in the year 1934, before me, Willard Paulsen
 a Notary Public in and for said County and State, personally appeared L. M. Cardon and wife, Julia M. Cardon
 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, this day and year in the certificate test above written.
 Willard Paulsen
 Notary Public.
 My commission expires May 9, 1936. Residence Logan, Utah

Witness my hand and seal of my office, this 30th day of July, 1934, at the County of Franklin State of Utah.
 E. T. A. Co.
 Grace L. Hall
 Gretta W. Chubb

468806

THIS INDENTURE, made this 31st day of March in the year of our Lord, One Thousand Nine Hundred and seventy, between A. M. NEWTON, a widower of Pocatello, County of Bannock, State of Idaho the part y of the first part, and GENERAL SALES, INC., an Idaho corporation of Pocatello, County of Bannock, State of Idaho the part y of the second part:

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION - - - -DOLLARS, - lawful money of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said part y of the second part, and to its successors and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

()

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

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

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

Signed, Sealed and Delivered in the Presence of

A. M. Newton [SEAL]
A. M. NEWTON [SEAL]
[SEAL]
[SEAL]



EARNEST MONEY AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

RECEIVED OF: Pocatello, IDAHO, September 26, 1972

George Herbert Henrichs & Maurine D. Henrichs, husband and wife

in called "Buyer," the sum of Fifty and 00/100 Dollars (\$ 50.00) Dollars

in form of check paid to the broker as earnest money and in part payment of the purchase price for the following property

located in Bannock County, Idaho. Lots 39, 40 and 41, Legal to be furnished,

subject to attached restrictions to be known as lot 39

known as lot 39

Buyer hereby offers to purchase the above described property in its present condition, after full inspection, on the terms and conditions herein

stated for; and agrees to give the seller days, from this date, to accept said terms and conditions during which time this offer shall not

be withdrawn.

Included as part of the property sold to the buyer are such of the following items as may now be on the premises, which will be delivered

and clear of encumbrances: All existing linoleum, window screens, screen doors, television antennae, shades, venetian blinds, curtain rods,

fixed lighting, plumbing and bathroom fixtures, water-heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, irriga-

tion fixtures and equipment, all water and water rights, ditches, and ditch rights appurtenant thereto, and subject to the assessments therein, trees,

its and shrubs and all other attached fixtures not herein reserved or excepted; together with the following personal property:

none

total purchase price is:

Twenty-Seven Thousand Seven Hundred and 00/100 (\$ 27,700.00) Dollars

after deducting the sum hereinbefore received for the balance shall be payable as follows:

2750.00 on November 20, 1972 and the balance of \$24,900.00 in annual installments of

3625.44 including interest at 8% per annum. First payment due November 20, 1972 (combined

total down payment \$6,375.44) Balance of principal can be paid at anytime without penalty.

Buyer and seller agree to pay their respective share of costs. Buyer understands that there

is first mortgage to A. M. Newton on the subject property which will be released when the full

amount of purchase price is paid in full. There are no restrictions by the seller as to the

use of Walker Creek water on the above described land. Note this

Note this

Seller authorizes the real estate broker, hereinafter referred to as "Broker," to order and charge to Seller's account, immediately upon accep-

tance of this offer, and of assurance of any contemplated financing, if provided for hereinafter, either a policy of Title Insurance (using a prelimi-

nary title report prior to close of sale, after which the Title Insurance Policy will be issued) or, at the Seller's option an abstract of title certifying

to subsequent hereto evidencing condition of the title for inspection and approval of the Buyer. If Buyer's approval of the condition of the title

is withheld, Buyer shall have 10 days after receipt of evidence of title in which to deliver to Seller or Broker written objections thereto. Failure to

object within the 10 day time limit provided shall be deemed approval and acceptance of the condition of the title. The Broker shall in no way

be responsible for delivery to Buyer, of condition of the title.

The earnest money deposited herein shall be refunded to Buyer and this agreement voided if the Seller fails to accept Buyer's offer within the

time provided, or if merchantable title cannot be delivered within a reasonable time. Should the improvements on subject property be materially

damaged by fire or otherwise, prior to closing this sale, this agreement shall be voidable at the option of the Buyer.

Unless otherwise provided herein, the real property shall be conveyed by warranty deed, free of encumbrances except for rights reserved in

real patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and

its of way and easements of record. Any encumbrances to be discharged by Seller may be paid out of the purchase money at date of closing.

The parties hereto authorize the Broker to arrange financing, if financing is required and Buyer agrees to use his best efforts to obtain such

financing. Financing costs shall be paid by Buyer. However, if FHA or GI regulations apply to limit Buyer's loan service fee, Seller agrees to pay

excess thereof.

All taxes, rents, insurance premiums and interest shall be prorated as of possession date, which shall be on or before

November 20, 1972.

In case the Buyer shall fail to promptly perform any covenant or agreement aforesaid and to do all things necessary and prerequisite to

consummation of this sale, the Seller may declare a forfeiture of this contract, and all rights of the Buyer shall cease and payments

made by him may be retained by the Seller as liquidated damages, and not as a penalty, or the Seller may pursue any other remedy avail-

able under the laws of the State of Idaho. In any action brought upon this agreement, the prevailing party shall be entitled to reasonable

attorney fees.

This agreement shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto, and time is of

the essence hereof. There are no verbal agreements which modify the terms and conditions hereof.

BUYER: George H. Henrichs (Address)

BUYER: Maurine D. Henrichs Phone:

SELLER ACCEPTS the foregoing terms and conditions and agrees to sell the above property to Buyer and to pay the Broker's commission

does not apply which the Broker shall have the right to retain from

proceeds of this sale. In the event the earnest money received for in connection with this sale is forfeited, Seller agrees that one-

half thereof shall be retained by the broker, provided the amount to the broker does not exceed the agreed upon commission due, and the

balance shall be paid to the undersigned Seller.

dated September 26, 1972 SELLER: Gary Gleize

WITNESSES: For General Sales Inc.

On this 26th day of September, 1972, before me, a Notary Public in and for said

county, personally appeared George Herbert Henrichs and Maurine D. Henrichs, husband and wife

General Sales, Inc. by Gary Gleize

known to me to be the person

whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL) Notary Public for Pocatello My Commission expires July 15, 1975

BUYER'S COPY—with Seller's Acceptance

STATE OF IDAHO,
COUNTY OF BANNOCK

3-3

} ss:

468806

On this 31st day of March, in the year 1970, before me
the undersigned, a Notary Public in and for said County and
State, personally appeared A. M. NEWTON, a widower

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

South J. Spraker

Notary Public

(SEAL)

NOTARY SEAL

Residence Pocatello, Idaho

468806

NO. 468806
RECORDED AT REQUEST OF

Am. Land Title Co.

APR 1 11 5 AM '70

OFFICIAL RECORD BK. NO. 233
ENMETTE SPRAKER, RECORDER
FEE \$3.00 DEPUTY REC.

WARRANTY DEED

468806

TO

Dated 31st day of March, 1970

STATE OF IDAHO,

COUNTY OF BANNOCK

} ss:

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

at _____ minutes past _____
o'clock _____ M., this _____ day of _____
A.D. 1970
at my office and duly recorded in Book _____
of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy

Fee, \$ _____

Front piece

192365

WARRANTY DEED

This Indenture, made on this twelfth day of June in the year of Our Lord
the first of New England Thirty-four between Sallie Teston, a single or unmarried
person of the County of Bannock State of Idaho the party of the
first part and Frank Teston, a single or unmarried man,
of the County of Bannock State of Idaho the party of the
second part
WITNESSETH that the first part to and to the second part of the sum of
Ten and no/100
Dollars of the United States of America to her in full paid for the said party of the second part, the receipt
whereof is hereby acknowledged, and for other good and valuable considerations, she do
give, sell, grant, bargain, sell and convey and confirm unto the said party of the second part, and to
his heirs and assigns forever. All these remain to be a piece of parcel of land situated, lying and
being in the County of Bannock, State of Idaho, bounded and more particularly described as follows, to-wit:

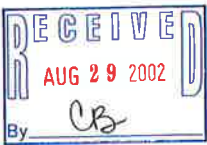
The East Half of the Northwest quarter and the North half of
the Southwest quarter of Section fifteen (15), Township eight (8) South,
Range thirty-six (36) East Boise Meridian, in Idaho, containing 160 acres
according to the Official Plat thereof;

Also any and all water, water rights, ditches and ditch rights,
nowever evidenced, belonging to or with said lands or any part or parcel
thereof.

The said party of the first part hereby covenants that she is
the same person who received title to said above described real property
as Mrs. Albert Zweigart, and is the same and identical person referred to
in the title to said property as Sallie Zweigart, sometimes known and
referred to as Sarah P. Kelley, sometimes known and referred to as Mrs.
Sarah Teston and also known as Sallie Teston, also sometimes known as Mrs.
Sallie Kelly and Sallie Kelly.

E 1/2 NW Sec 15
N 1/2 SW

\$3.00 I. R. S. Attached and Cancelled.



Together with, all and singular, the tenements, hereditaments and appurtenances therunto belonging or otherwise appertaining, and the
rights and profits thereof:
TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and privileges thereunto incident, unto
the said party of the first part, and to his heirs and assigns forever. And the said party of the first part, of the first part,
her heirs warrant the said premises to the said party of the second part, and to his heirs and assigns forever, and against all and every
person whomsoever lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.
IN WITNESS WHEREOF, the said party of the first part hath hereunto set her hand and seal
this day and year first above written.

Paul Bistline

Sallie Teston

STATE OF IDAHO,

Bannock

On this 6th day of July in the year 1934, before me, Paul Bistline
Notary Public in and for said County and State, personally appeared Sallie Teston, a single or un-
married person known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Paul Bistline
Notary Public
Residence Pocatello, Idaho

Witnessed this 25th day of June 1934, at the request of
25 Notary Public 4 of Idaho, page 550
34 Book 67 of Records, Grace W. Hale
B. 25
B T A Co.
25 day of July
Gretta W. Chambers
County

3-2

468806

All of the following real estate located in Township 8 South,
Range 36 E.B.M.:

SW $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sect. 15;
W $\frac{1}{2}$ Sec. 15; NE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$, all in Sect. 22;
and Tract in N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$, in Sec. 22, described as follows:

Beginning at the west end of the South 1/16
line of Section 22, Township 8 South, Range 36
E.B.M., thence South 89°33' E. along said South
1/16 line 1088.8 feet, more or less to the Easterly
right of way line of the Marsh Creek Road, which
point is the true point of beginning; thence con-
tinuing S. 89°33' E. 1634.8 more or less to the center
line of Marsh Creek; thence S. 11°22' E. 92 ft.; thence S.
29°05' W. 33 ft.; thence S. 67°05' W. 30 ft.; thence N.
78°35' W. 79 feet; thence S. 21°57' W. 235 ft.; thence
S. 11°32' W. 330 ft. more or less to a line 660 ft. South
of and parallel to the South 1/16 line; thence N. 89°33'
W. 215 ft.; thence N. 61°08' W. 64 ft.; thence S. 82°22'
W. 177 ft.; thence N. 68°20' W. 374 ft.; thence S. 73°46' W.
99 ft.; thence S. 27°54' W. 127 ft.; more or less to a line
660 ft. South of and parallel to the South 1/16 line; thence
N. 89°33' W. 639.4 ft.; more or less to the Easterly right
of way line of the Marsh Creek Road; thence along said right
of way line N. 21°26' E. 331.5 ft.; thence N. 18°00' E.
84.5 ft.; thence N. 13°00' E. 278 ft. more or less to the
true point of beginning, same containing 23.1 acres, more
or less.....

ALSO:

E $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, Section 16, Township 8 South, Range 36
E.B.M. containing 160.0 acres more or less.....

SCANNED

JUN 04 2001

Log for claim A29-10014

Spatial Dynamics LTD

7/7/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
08s36e	15	NESW	14	14	
08s36e	15	NWSE	7	8.5	
Totals:			21	22.5	

DATE: 04/27/00
PAGE: 200

Audit: 07/14/88 CARLSEN 07/29/94 THOMPSON 03/29/95 POST-STD

14 JULY 1988

RE: ADJUDICATION CLAIM A29-10014

FROM: ERNEST CARLSEN

WHILE ASSISTING MR. HENRICHS WITH PREPARATION OF THE ABOVE CLAIM HE STATED THE WATER HAD NOT BEEN DIVERTED BY HIM. MR. HENDRICH AND HIS PARENTS RELIED STRICTLY ON WALKER CREEK FOR IRRIGATION OF THE PROPERTY WEST OF MARSH CREEK. SINCE HE HAD A WRITTEN STATEMENT FROM A PREVIOUS OWNER STATING MARSH CREEK HAD BEEN USED HE DECIDED TO FILE THE CLAIM. THE USE OF MARSH CREEK LIKELY OCCURRED PRIOR TO MR. NEWTON DIVIDING HIS RANCH INTO SMALL ACREAGES AND SUBSEQUENTLY SELLING THEM. TO MY KNOWLEDGE NONE OF THE PARTIES THAT PURCHASED PART OF THE NEWTON RANCH HAVE ACTIVELY DIVERTED MARSH CREEK TO IRRIGATE LAND WEST OF THE CREEK.

Shaw

MICROFILMED

NOV 13 1992



United States
Department of
Agriculture

Soil
Conservation
Service

250 South 4th--Suite 112
Pocatello, Idaho 83201

March 14, 1988

Keith Henrichs
2526 S. Marsh Creek Rd.
McCammon, Idaho 83250

Dear Keith:

As a follow-up to your question on the Hondoho gravelly silt loam, this soil has a lower water holding capacity than the average silt loam soil in Bannock County. As stated in our letter dated March 2, 1988, its water holding capacity is 4.8 to 6.6 inches, while the average silt loam is 11.4 to 12.6 inches of water.

Thus, if the State of Idaho, Department of Water Resources typical allocation per acre is .02 cfs per acre on average soils, then to have adequate water as stated above, an increase of 50% is needed.

The above information applies to all soils in your area labeled Honodaho gravelly silt loam.

Sincerely,

David L. Curtis
District Conservationist

jw

cc: file

MICROFILMED

NOV 13 1992

A29-10014



The Soil Conservation Service
is an agency of the
United States Department of Agriculture





United States
Department of
Agriculture

Soil
Conservation
Service

250 South 4th--Suite 112
Pocatello, Idaho 83201

March 2, 1988

Keith Henrichs
2526 S. Marsh Creek Rd.
McCammon, Idaho 83250

Dear Keith:

The soil on your property is classified as Hondoho Arbone gravelly silt loam. This soil is formed in alluvium derived from mixed sources.

The Hondoho soil is the dominant soil present here and below the 15 inch depth it is a composite of very gravelly loam and very cobbly loam.

Due to the above nature of this soil, it is very droughty and porous. Its water holding capacity is quite low when compared to the average silt loam soil in Bannock county. Specifically, its water holding capacity for a 60 inch profile varies from 4.8 to 6.6 inches of water, while the average silt loam varies from 11.4 to 12.6 inches of water.

Thus, the only way to have adequate irrigation water is to increase the amount of water needed by 40 to 50 per cent.

One other way to insure adequate irrigation water is to put it in a measuring devise at your property line.

David L. Curtis

David L. Curtis
District Conservationist

jw
cc: file

MICROFILMED

A29-10019 **NOV 13 1992**



The Soil Conservation Service
is an agency of the
United States Department of Agriculture



496994

A F F I D A V I T

STATE OF IDAHO)
: SS.
COUNTY OF BANNOCK)

A. M. NEWTON, being first duly sworn on oath, deposes
and says:

That up until the 1st day of April, 1970 he has been
the owner of and in possession of the following described
parcels of real estate:

TOWNSHIP 8 SOUTH, RANGE 36 EAST BOISE MERIDIAN, BANNOCK
COUNTY, IDAHO,

SECTION 15: SW $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; W $\frac{1}{2}$
SECTION 22: NE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$; AND A TRACT IN N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$, DES-
CRIBED AS FOLLOWS:

BEGINNING AT THE WEST END OF THE SOUTH 1/16 LINE OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 36 E. B. M., THENCE SOUTH 89° 33' EAST ALONG SAID SOUTH 1/16 LINE 1088.8 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF THE MARSH CREEK ROAD, WHICH POINT IS THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 33' EAST 1634.8 FEET, MORE OR LESS, TO THE CENTER LINE OF MARSH CREEK; THENCE SOUTH 11° 22' EAST 92 FEET; THENCE SOUTH 29° 05' WEST 35 FEET; THENCE SOUTH 67° 05' WEST 30 FEET; THENCE NORTH 78° 35' WEST 79 FEET; THENCE SOUTH 21° 57' WEST 235 FEET; THENCE SOUTH 11° 32' WEST 330 FEET, MORE OR LESS, TO A LINE 660 FEET SOUTH OF AND PARALLEL TO THE SOUTH 1/16 LINE; THENCE NORTH 89° 33' WEST 215 FEET; THENCE NORTH 61° 08' WEST 64 FEET; THENCE SOUTH 82° 22' WEST 177 FEET; THENCE NORTH 68° 20' WEST 374 FEET; THENCE SOUTH 73° 46' WEST 99 FEET; THENCE SOUTH 27° 54' WEST 127 FEET, MORE OR LESS, TO A LINE 660 FEET SOUTH OF AND PARALLEL TO THE SOUTH 1/16 LINE; THENCE NORTH 89° 33' WEST 639.4 FEET; MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF THE MARSH CREEK ROAD; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 21° 26' EAST 331.5 FEET; THENCE NORTH 18° 00' EAST 84.5 FEET; THENCE NORTH 13° 00' EAST 278 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING...

and for more than twenty (20) years last past has diverted the
waters of Marsh Creek and Walker Creek to lands described above

NO FILMED

13 1992

for irrigation purposes and that the uses of said waters from said creeks has been continuous and uninterrupted for said period of time.

Your affiant further states that he has diverted sufficient waters from said sources to adequately irrigate the irrigable lands included in the described tract and the waters, over the course of years, have been sufficient by diversion to raise the crops therein planted.

This affidavit is made for the purpose of establishing the affiant's right to divert and use the waters of the two aforementioned creeks upon said lands described herein and to establish the quantity and the date of priority of 1912 or before.

Law
Office
O. R. Baum
and
Don Peterson
James Manning
Associates
Pocatello, Idaho

A. M. Newton
A. M. NEWTON

SUBSCRIBED AND SWORN to before me this 7th day of April, 1970.

Grace E. Ely
NOTARY PUBLIC FOR IDAHO
RESIDING AT: POCATELLO, IDAHO

(SEAL)

NOTARY SEAL

NO. 496994
RECORDED AT REQUEST
Am. Land Title Co.

JUL 13 2 57 PM '72

OFFICIAL RECORDS DEPT. NO. 251
BANKRUPTCY COURT, IDAHO
TIME 1:17 PM, JUNE 21, 1972
FEE 2.00, RECEIVED IN

MICROFILMED
OV 13 1992

- (8) Remarks This water was purchased through land sales evidence by Title Insurance 502094, Bannock County and purchase agreement, attached.



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of Bonneville) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 19th day of June

Maurice H. Arrick
(Claimant)

19 79

Clifford Wray
Notary Public
Residing at Idaho Falls, Idaho

My commission expires 6/15/81

FOR DEPARTMENT USE ONLY

Received by CA Date 6-14-79 Exception filed by: _____ Date _____
Prelim. check by BR Date 6-14-79
\$20.00 fee received by CA Date 6-14-79
Published in Idaho State Journal # 11248
Dates June 28 & July 5, 1979 & July 12, 1979

Dave

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 29-10014
Date Received: 7/14/1988
Receipt No: E000730
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

CURTIS DUNN Phone: (208)254-3660
PO BOX 101
INKOM ID USA 83245

JODEANA DUNN Phone: (208)254-3660
PO BOX 101
INKOM ID USA 83245

2. Date of Priority: 03/15/1912

~~3/15/1942~~

Jan 25, 1926

3. Source: MARSH CREEK Trib. to: PORTNEUF RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 Lot	County	Type
08S	36E	15	NW	SE		BANNOCK	

NW SE

gradyn ditch

5. Description of diverting works:

PORTABLE PUMP W/ HAND LINES FOR SPRINKLER IRRIGATION.

6. Water is used for the following purposes:

Purpose
IRRIGATION

From To C.F.S.
3/15 11/15 0.67

(or) A.F.A

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

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
08S	36E	15	NW	SE	IRRIGATION	7.6
			NE	SW	IRRIGATION	14.8
Section Acres						22.4
Total Acres						22.4

*Wednesday
desert
Hispanic
in
NWSE*

James

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:

14. Remarks:

THIS RIGHT IS SUPPLEMENTAL TO A29-04101 USED WHEN FLOWS IN WALKER CREEK ARE NOT SUFFICIENT.

15. Basis of Claim: Beneficial Use

JUN 04 2001

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A29-10014
Date Received: 7/14/1988
Receipt No: E000730
Received By: EMC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: ~~KEITH V. HENRICHS~~ *Curtis Dunn* 208-254-3340
Address: 2526 S. MARSH CREEK ROAD
MCCAMMON, ID 83250

OR
Name: JOSEPHINE V. HENRICHS
Address: 2526 S. MARSH CREEK ROAD
MCCAMMON, ID 83250

2. Date of Priority: MAR 15, 1912

3. Source: MARSH CREEK Trib. to: PORTNEUF RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
08S	36E	15	NW	SE			BANNOCK

5. Description of diverting works:
PORTABLE PUMP W/ HAND LINES FOR SPRINKLER IRRIGATION.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.670		

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

8. Total consumptive use is 56.0 Acre Feet Per Annum.

9. Non-irrigation uses:

A2910014



10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
08S	36E	15	NE NW	SW SE	IRR IRR	14.8 7.6

Section Acres 22.4

Total Acres 22.4

*Not described
in the
affidavit.*

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:
A29-04101

14. Remarks:
THIS RIGHT IS SUPPLEMENTAL TO A29-04101 USED WHEN FLOWS IN
WALKER CREEK ARE NOT SUFFICIENT.

15. Basis of Claim: BENEFICIAL USE

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: #3

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 Henrich Date: 7/14/88

Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 14 day

of July 19 88

Ernest Carlson
Notary Public

Seal

Residing at Alabo Falls, ID

My Commission Expires 14 June 1994

A29-10014

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