

07/08/2002

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

RIGHT NUMBER: 29-10222

NAME AND ADDRESS: KING CREEK GRAZING ASSN
C/O STEVE HEBDON
2924 KELLY TOPONCE RD
BANCROFT ID 83217

SOURCE: TOPONCE CREEK

TRIBUTARY: PORTNEUF RIVER

QUANTITY: 11.93 CFS
2,565.5 AFY

THIS RIGHT IS LIMITED TO A TOTAL DIVERSION RATE OF 11.93 CFS AND TO A
TOTAL ANNUAL DIVERSION VOLUME OF 2565.5 AF.

PRIORITY DATE: 07/06/1868

POINT OF DIVERSION:

T06S R38E S33 SWSE Within CARIBOU County
T06S R38E S34 NWNESE Within CARIBOU County
T06S R38E S34 NWNWSE Within CARIBOU County
T06S R38E S35 SWSWNE Within CARIBOU County
T06S R38E S35 SWSENE Within CARIBOU County
T06S R38E S35 NENWSW Within CARIBOU County
T07S R38E S2 NWNE Within CARIBOU County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	01/01 12/31	0.440 CFS
IRRIGATION	04/01 10/31	11.930 CFS 2,565.50 AFY

PLACE OF USE: IRRIGATION Within CARIBOU County

T06S R38E S34	SESE	31.0	T06S R38E S35	SWNE	40.0
T06S R38E S35	SENE	40.0	T06S R38E S35	SWNW	39.0
T06S R38E S35	NWSW	38.0	T06S R38E S35	SWSW	37.0
T06S R38E S35	SESW	40.0	T06S R38E S35	NESE	40.0
T06S R38E S35	NWSE	40.0	T06S R38E S35	SWSE	40.0
T06S R38E S35	SESE	16.0	T06S R38E S36	SWNW	40.0
T06S R38E S36	NWSW	40.0	T07S R38E S02 Lot 1	NENE	27.0
T07S R38E S02 Lot 2	NWNE	27.0	T07S R38E S02	SWNE	38.0
T07S R38E S02	SENE	39.0	T07S R38E S02 Lot 3	NENW	27.0
T07S R38E S02 Lot 4	NWNW	18.0	T07S R38E S02	SWNW	3.0
T07S R38E S02	SENE	30.0	T07S R38E S02	NESE	18.0
T07S R38E S02	NWSE	0.5			

STOCKWATER same as IRRIGATION

708.5 ACRES TOTAL

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 596.4 ACRES WITHIN THE PLACE OF
USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON.

07/08/2002

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

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

A lockable device, subject to the approval of the Department, shall be installed on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF WATER DISTRICT 29.

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: Decreed

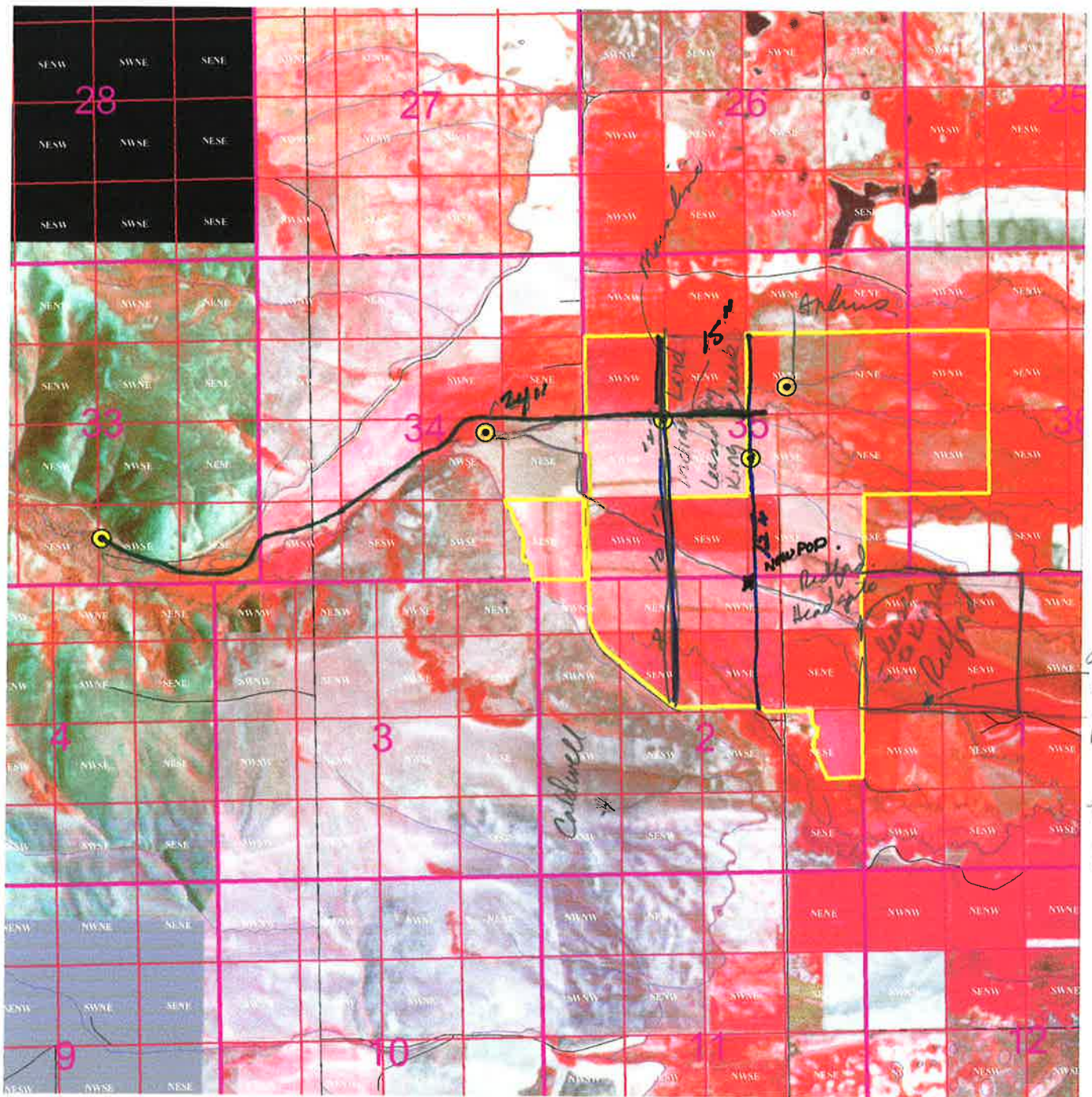
RIGHT INCLUDES ACCOMPLISHED CHANGE IN POINT OF DIVERSION PURSUANT TO SECTION 42-1425, IDAHO CODE.

RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

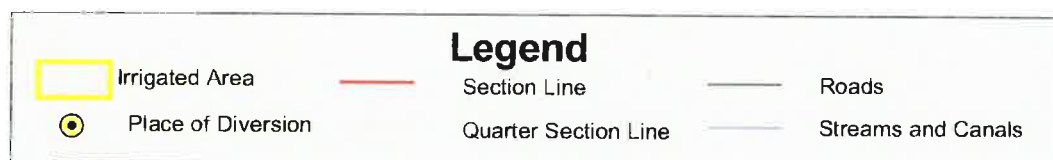
Use of this right is combined with water from Toponce Canal Company.

THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 29-228, 29-229, 29-230, 29-232, 29-233, 29-235, 29-249 29-250 AND 29-251.

Townships , 6S38E, 7S38E



Leased
Mto
prior to
1987
today
pipelines



2000 0 2000 4000 Feet

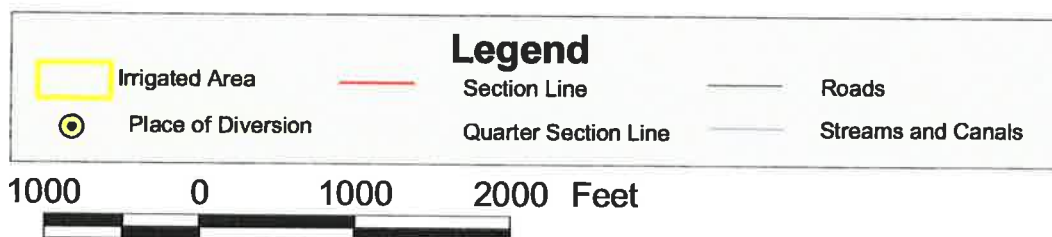
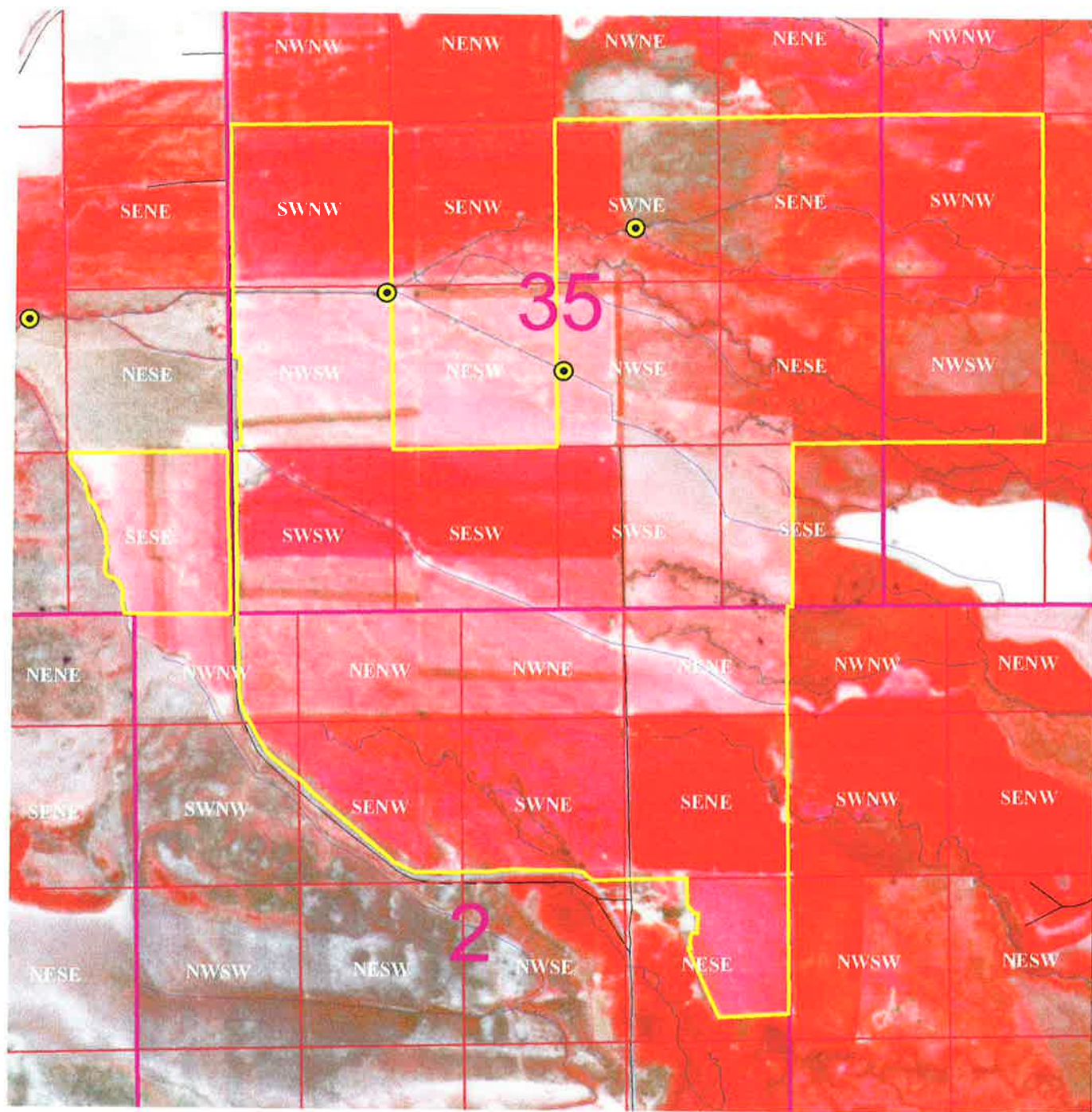


* New POINT OF Div.
Culvert was put in the
late 50's early 60's.
- Main culvert was put in
1985.

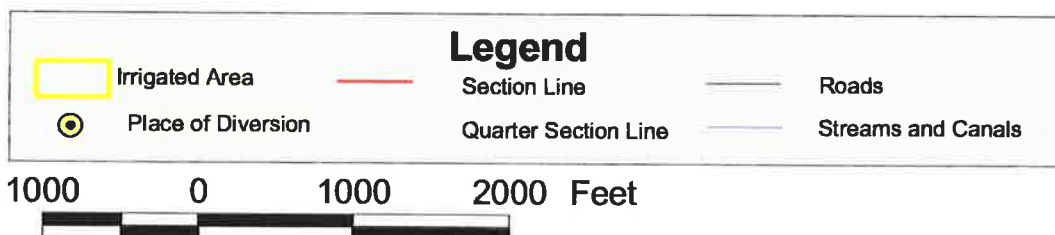
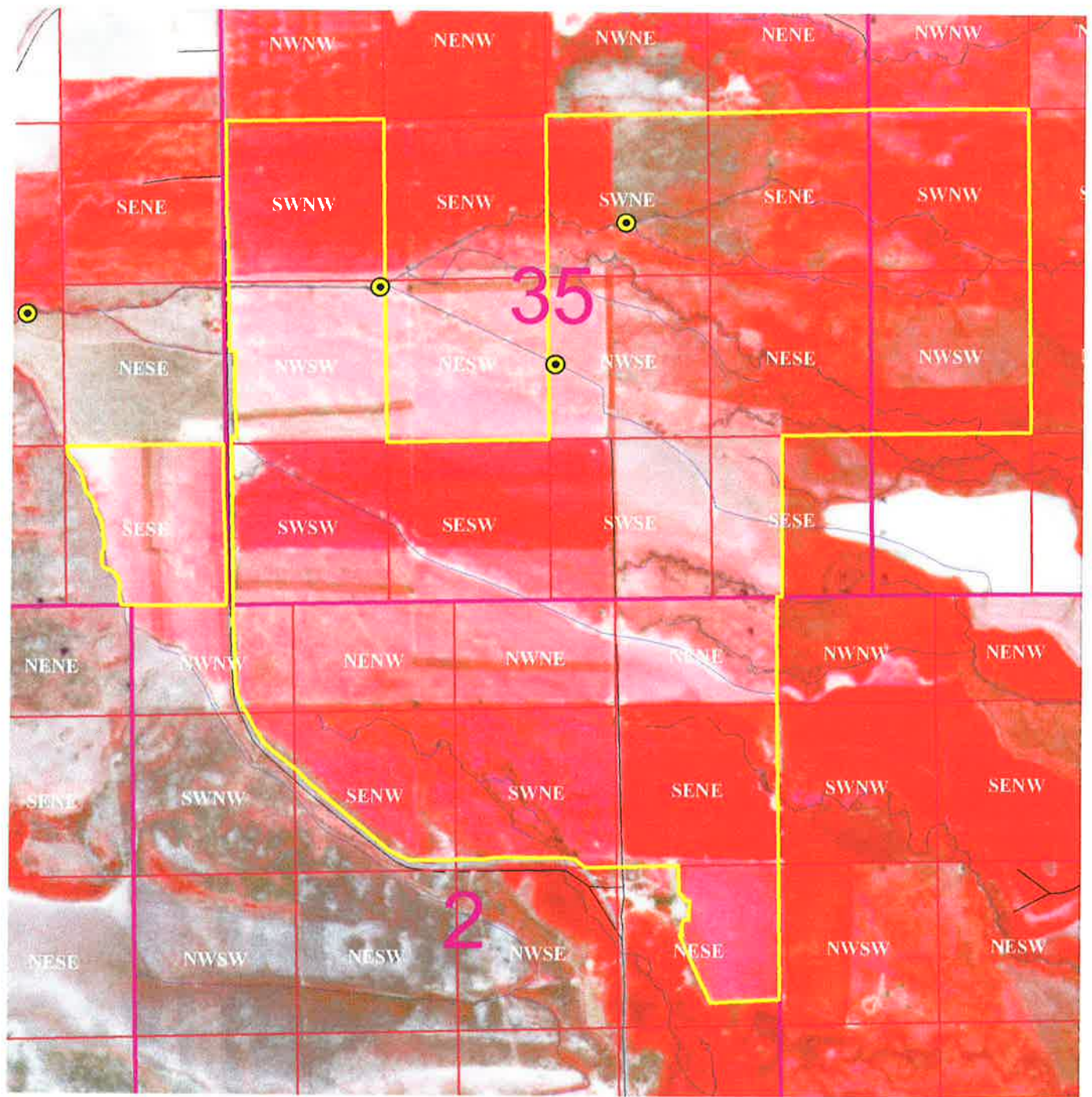
Water Right Claim Number A29-10222

06/19/2000

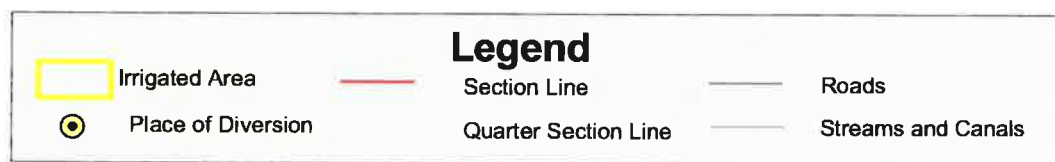
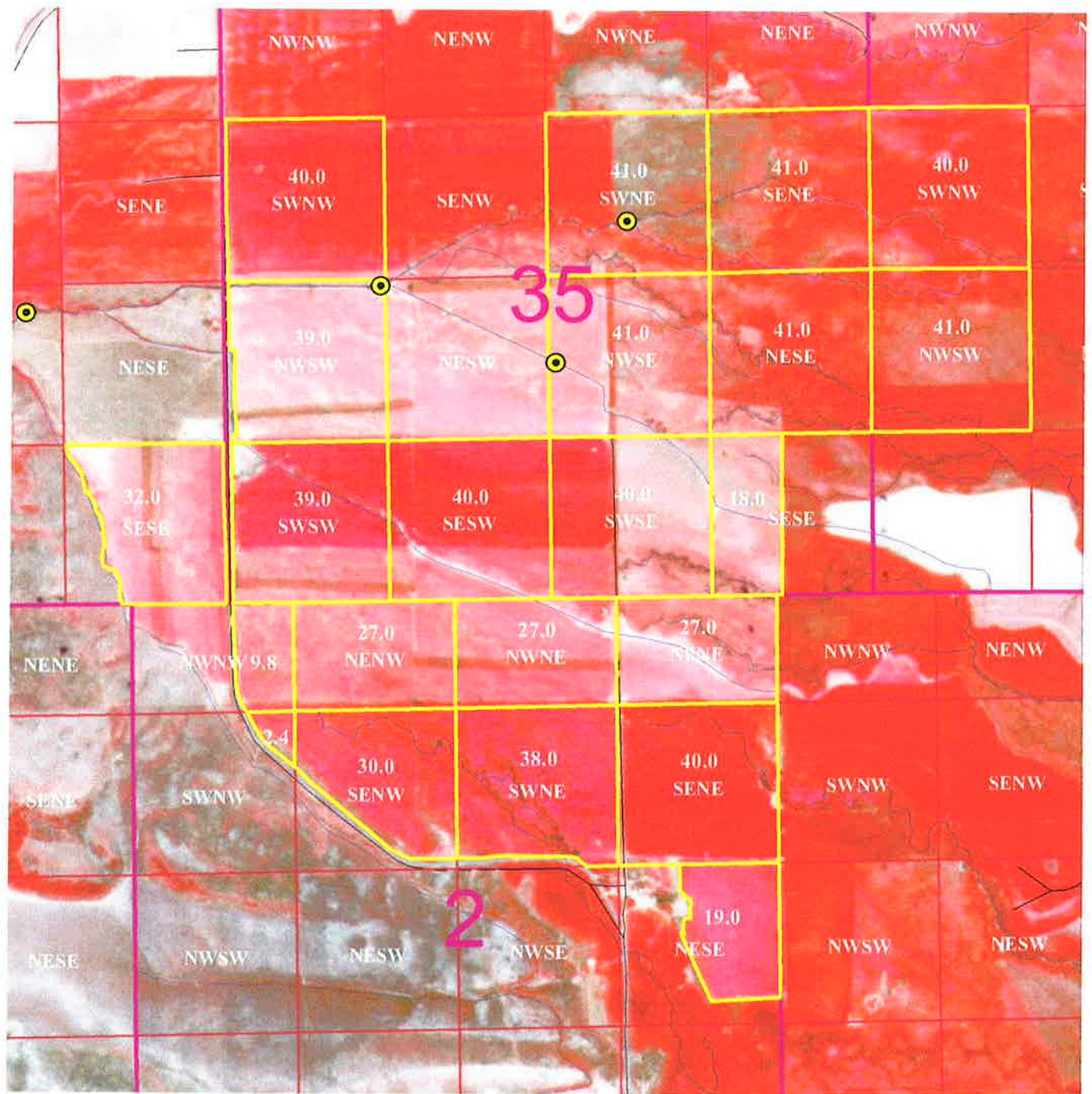
Townships , 6S38E, 7S38E



Townships , 6S38E, 7S38E



Townships , 6S38E, 7S38E



1000 0 1000 2000 Feet



EXAM INFORMATION

Exam Date

9/19/01

Exam Time

8 AM

CLAIM(S)

A29-10222

NAME

King Creek Grazing Assoc.

ADDRESS

2924 Kelly Tponce Rd.

PHONE ()

648-7841

HOME

WORK

CELL

x address change.

DOMESTIC

STOCKWATER

IRRIGATION

X OTHER

OTHER RIGHTS

DIRECTIONS

at the bend on Kelly Tponce Rd.

✓ Check on A29-10235. denied

✓ Check-on-if they need to file on the
stock water on the Portneuf River.
Stockwater- doesn't need to file on.✓ Check about amending A29-10222
to add stock water.

✓ Check on license 29-7590

✓ Check on the GPS Points on BLM land have they
been filed in. - Orman Mapport 29-7588

DOGS

V29-7588 Orman Spring - Notice of
Claim

DATE

APPOINTMENT

- file claim on The Remington Road.

- Check on a filing for the stock well - (29-92-E033)
April 15, 1992. Westlake Drilling - Montpelier

Bird, Cindy

From: Carlsen, Ernie
Sent: Friday, February 22, 2002 10:11 AM
To: McHugh, Candice; Bird, Cindy
Subject: RE: Season of Use for United States of American v Julia Hibner

If King Creek has inquired about adding stock water I would have them amend 29-10222. Since the water is conveyed by pipeline the rate of diversion will be small.
Ernie

-----Original Message-----

From: McHugh, Candice
Sent: Thursday, February 21, 2002 1:26 PM
To: Bird, Cindy; Carlsen, Ernie
Subject: RE: Season of Use for United States of American v Julia Hibner

I think they could just add it to the existing claim because we are saying the prior decree gave them year round stockwater unless the term "domestic" in that decree was truly limited ONLY to household use. If so, then they are in the same position as those under the Union Grain and Elevator decree, don't you think Ernie?

-----Original Message-----

From: Bird, Cindy
Sent: Thursday, February 21, 2002 1:23 PM
To: McHugh, Candice; Carlsen, Ernie
Subject: RE: Season of Use for United States of American v Julia Hibner

Would King Creek need to file an additional claim for the year round stockwater?

-----Original Message-----

From: McHugh, Candice
Sent: Thursday, February 21, 2002 1:15 PM
To: Carlsen, Ernie
Cc: Bird, Cindy
Subject: RE: Season of Use for United States of American v Julia Hibner

I agree with Ernie that stockwater for this right could be year round if so claimed.

Candice

-----Original Message-----

From: Carlsen, Ernie
Sent: Monday, January 07, 2002 9:58 AM
To: McHugh, Candice
Cc: Music, Vicky
Subject: RE: Season of Use for United States of American v Julia Hibner

Candice,

The rights Cindy identified below were actually adjudicated in United States of American v Julia Hibner, civil case 478. The decree states "use of such water upon Indian lands is continuous and the failure of any of the Indians to use the water hereinafter adjudicated will not cause either an abandonment or a forfeiture of their rights thereto...used for irrigation and domestic purposes by said Indians..." In 1993, IDWR approved Transfer 4129, changing nine rights from this decree and applying a season of use of 4-15 to 10-15 for irrigation. At the time that was the Department's newly adopted standard for the irrigation season. The nine rights are combined under SRBA adjudication claim 29-10222 in the name of King Creek Grazing, same party that filed the transfer. Claim 29-10222 does not include stock water but should the claimant wish to file for stock water under the decreed rights it seems to me the season of use could be year round. What are your thoughts?

Ernie

-----Original Message-----

From: Bird, Cindy
Sent: Thursday, January 03, 2002 9:50 AM
To: Carlsen, Ernie
Subject: RE: B29 Season of Use Letter

Ernie, the season of use under the Indian rights is continuous. So why would that be limited to the 4/15 to 9/15 season or our administrative irrigation season?

A29-10222 (combined 29-228, 229, 230, 232.....)

Cindy

-----Original Message-----

From: Carlsen, Ernie
Sent: Wednesday, January 02, 2002 5:05 PM
To: Bird, Cindy
Subject: RE: B29 Season of Use Letter

Cindy, do you have the water right number a specific Indian right? Stock water can be added to a decreed irrigation right but the season of use will be limited to same period as irrigation, shoulder remark included. Individuals with irrigation rights who historically diverted stock water after their irrigation rights were shut off need to file a separate beneficial use claim describing that diversion.

Ernie

-----Original Message-----

From: Bird, Cindy
Sent: Wednesday, January 02, 2002 1:19 PM
To: Carlsen, Ernie
Subject: RE: B29 Season of Use Letter

Ernie, does this letter include the stock water rights under the indian rights in the UG & E decree?

Why would they use the adminstrative irrigation season for stock water and not the administrative season for stock water (1/1 to 12/31)?

So any of my claimants that need stock water year round need to file an additional BU claim to cover the additional season?

Cindy

-----Original Message-----

From: Carlsen, Ernie
Sent: Friday, December 28, 2001 9:55 AM
To: Adj Staff - Eastern; Bird, Cindy
Subject: FW: B29 Season of Use Letter

The attached letter describes IDWRs position concerning the season of use for rights decreed in Union Grain and Elevator along with beneficial use claims plus stock water use from decreed sources during the non-irrigation season. It was sent to all the claimants we could identify that have filed claims to rights listed in the Union Grain and Elevator Decree.

Ernie

-----Original Message-----

From: McHugh, Candice
Sent: Friday, December 14, 2001 9:06 AM
To: Tuthill, Dave; Carlsen, Ernie
Subject: B29 Season of Use Letter

I've added some stuff on stockwater; please review. Thanks

<< File: Season of Use letter to Water Users.doc >>

A29-10222.
A29-7588, A29-759
~~29-2244~~

**SNAKE RIVER BASIN ADJUDICATION
CHANGE IN ADDRESS OF NOTICE OF CLAIM**

Claim Number(s):

29-10238, 29-10239, 29-10234, 29-10237, 29-10235, 29-10236, 29-2244, 29-10233, 29-10220

Previous Mailing Address:

King Creek Grazing Assn. c/o Linda Helbo
RR BOX 1440
Bancroft, ID 83217

New Mailing Address:

King Creek Grazing Assn. c/o Linda Helbo
2924 Kelly Toponce Road.
Bancroft, ID 83217

Telephone Number:

(208) 648-7841

Signature of Claimant(s):

Steven Helbo

Please return this completed form to:

**Adjudication Bureau
Idaho Dept. of Water Resources
1301 N. Orchard St.
Boise, ID 83706-2237
Ph. 1/800/451-4129 or
FAX 208/327-5400**

**Adjudication Bureau
Idaho Dept. of Water Resources
2735 Airport Way
Boise, ID 83705-5082
Ph. 208/334-2190 or
FAX 208/334-2348**

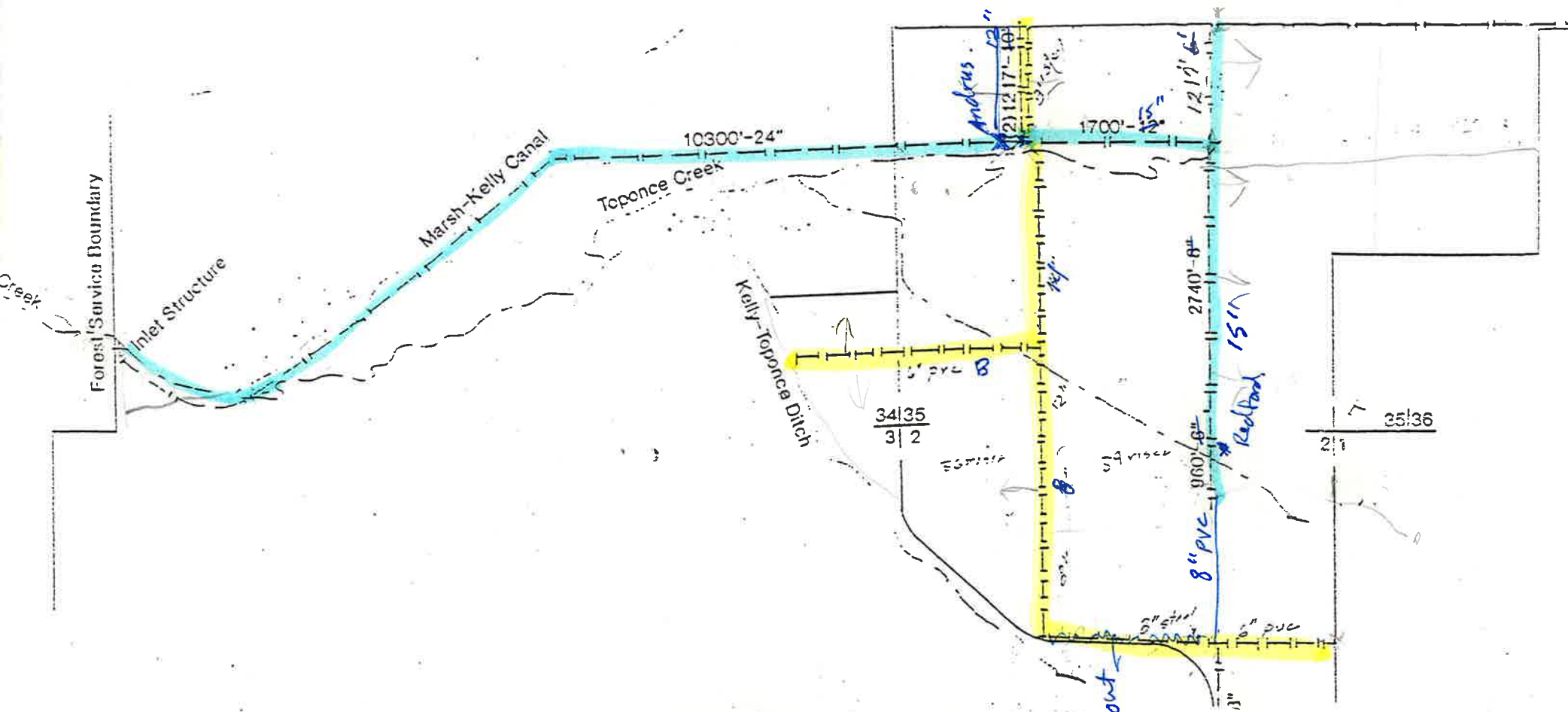
**Adjudication Bureau
Idaho Dept. of Water Resources
1341 Fillmore St., Ste. 200
Twin Falls, ID 83301-3380 or
FAX 208/736-3037**

**Adjudication Bureau
Idaho Dept. of Water Resources
900 N. Skyline, Ste. A
Idaho Falls, ID 83402-3653 or
FAX 208/525-7177**

SS
ADDRESS FM
Revised 12/13/1999

IDWR Use Only:
Data Entry: _____

Date: _____

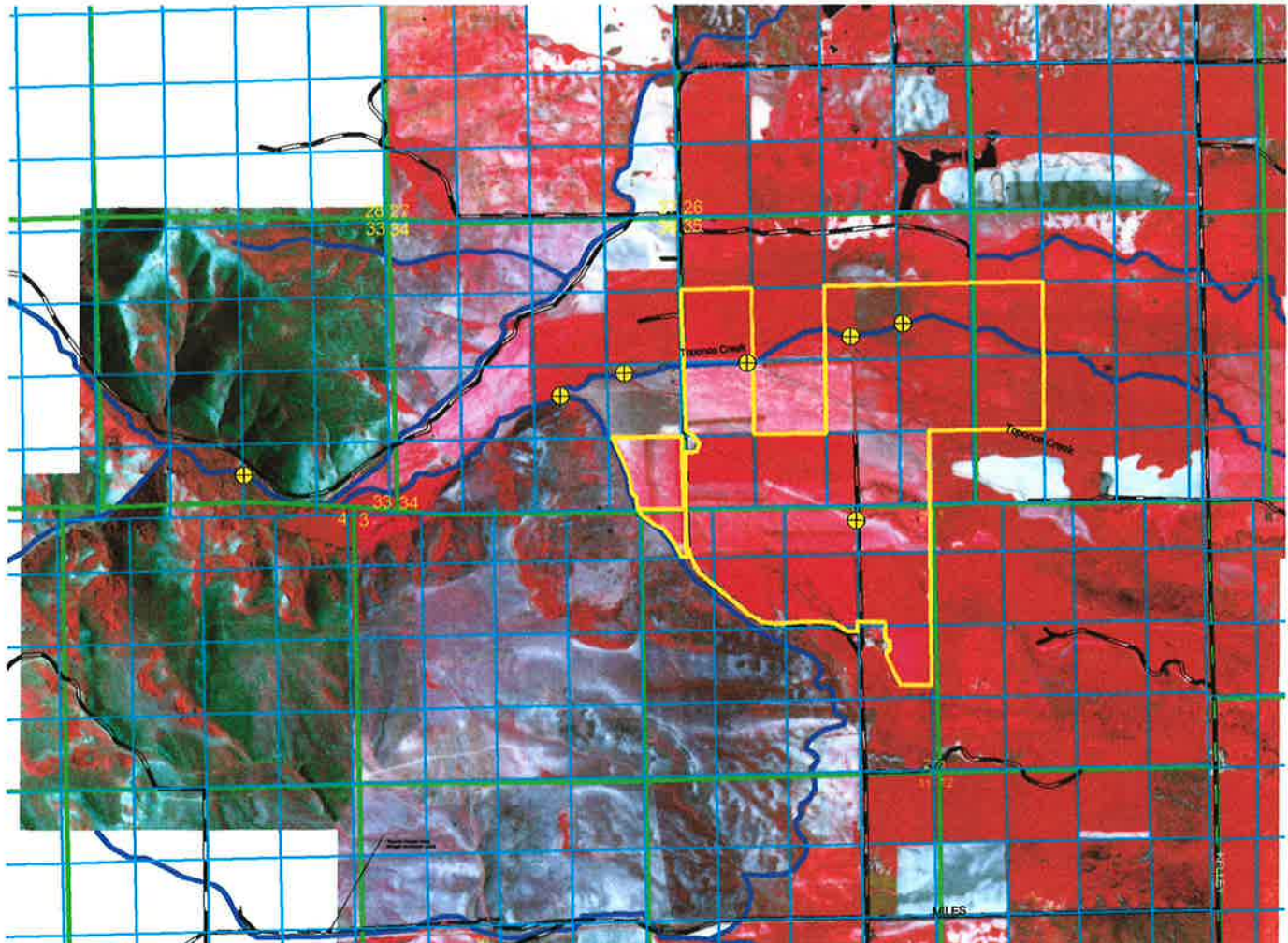




STATE OF IDAHO

Department of Water Resources
Eastern Region

Water Right 29-10222



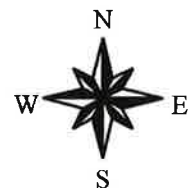
2000 0 2000 4000 6000 Feet

LEGEND

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

Place of Use: T6S, R38E,
(part of) Sections 34, 35, 36
and T7S, R38E Section 2.

Points of Diversion: T6S, R38E
Sec. 33, 34, 35 and T7S, R38E
Sec. 2



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

SRBA

SUBCASE SUMMARY REPORT 29-10121

[Return to SRBA Home Page](#)SRBA
05-17-2004

SUBCASE SUMMARY REPORT

HTML12

SUBCASE: 29-10121 FILE#: 00145
CLAIMANT: KING CREEK GRAZING ASSN
C/O WILDER HATCH, PRESIDENT
2787 KELLY TOPONCE RD

BANCROFT ID 83217
STATUS: SF5 FILED SPECIAL MASTER: BILYEU, BRIGETTE
WATER SOURCE: TOPONCE CREEK TRIBUTARY: PORTNEUF RIVER
ISSUES: PLACE OF USE OR IRRIGATED ACRES IN EACH 40 A.
0

****** PARTIES INVOLVED ******

KING CREEK GRAZING ASSN C PRO SE
THELMA REDFORD O PRO SE

****** ROA ENTRIES ******

09-12-2003	OBJ 01 F/B REDFORD, THELMA	RB	01-16-2004 0001
01-30-2004	ORIGINAL CLAIM FILED		
03-19-2004	NOTICE SETTING INITIAL HEARING	1S	04-20-2004 0100
04-20-2004	INITIAL HEARING HELD	1H	04-20-2004 0100
04-20-2004	MINUTES FILED		
04-22-2004	STANDARD FORM 5 FILED		04-22-2004
04-22-2004	AMENDED DIRECTORS REPORT ATTACHED TO SF5		
	CHANGE: PARTY FROM THELMA REDFORD SPOUSAL		
	TRUST TO KING CREEK GRAZING ASSOCIATION		
	QUANTITY AND EXPL. LANGUAGE		

[Return to SRBA Home Page](#)

~~Dee - Cindy~~
~~This part is for your section.~~

☺
Kari Lynn
5-17-04



SRBA

SUBCASE SUMMARY REPORT 29-10122

[Return to SRBA Home Page](#)

SRBA
05-17-2004

SUBCASE SUMMARY REPORT

HTML12

SUBCASE: 29-10122 FILE#: 00145
CLAIMANT: KING CREEK GRAZING ASSN
C/O WILDER HATCH, PRESIDENT
2787 KELLY TOPONCE RD

BANCROFT ID 83217

STATUS: SF5 FILED SPECIAL MASTER: BILYEU, BRIGETTE

WATER SOURCE: TOPONCE CREEK TRIBUTARY: PORTNEUF RIVER

ISSUES: QUANTITY OF WATER USED
0****** PARTIES INVOLVED ******

KING CREEK GRAZING ASSN C PRO SE
THELMA REDFORD O PRO SE

****** ROA ENTRIES ******

09-12-2003	OBJ 01 F/B REDFORD, THELMA	RB	01-16-2004 0001
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04-20-2004	MINUTES FILED		
04-22-2004	STANDARD FORM 5 FILED		04-22-2004
04-22-2004	AMENDED DIRECTORS REPORT ATTACHED TO SF5		
	CHANGE: PARTY FROM THELMA REDFORD SPOUSAL		
	TRUST TO KING CREEK GRAZING ASSN; QUANTITY		
	QUANTITY LANGUAGE, POU LANGUAGE & EXPL. LANG		

[Return to SRBA Home Page](#)

RECEIVED

APR 16 2004

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right No(s): P.D. #29-10222, #29-10121 and #29-10122
Adjudication Claim No(s): AJ
2. The following **REQUIRED** information must be submitted with this form:
- A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
- B) A FEE of \$25.00 per water right or adjudication claim.
3. Name and Mailing Address of Person or Company holding Security Interest
LEWISTON STATE BANK
C/O WESTERN AgCREDIT, FLCA
PO BOX 95850
SOUTH JORDAN, UT 84095
4. Name of Water Right Owner/Claimant(s) KING CREEK GRAZING ASSOCIATION, INC.
5. Expiration Date of Notification Period JANUARY 01, 2024
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) David G. Brown
DAVID G. BROWN, VICE PRESIDENT-CREDIT SERVICES

For Office Use OnlyReceived by AMDate 4/16/04Fee \$75.00Receipted by AMDate 4/16/04Receipt No. CD93519Processed by AJ

Date

WR

Date

RECEIVED

APR 16 2004

Department of Water Resources

Loan Number: 4300128801

NOTICE OF PLEDGE

STATE OF IDAHO
Department of Water Resources
1301 North Orchard St.
P.O. Box 83720
Boise, ID 83720-0098

Attention: State Engineer

Please be notified that **KING CREEK GRAZING ASSOCIATION, INC., an Idaho Corporation** has this date executed a Real Estate Mortgage in favor of Lewiston State Bank, covering certain land in Caribou County, State of Idaho, together with all of the Mortgagor's right to use the following:

WATER CLAIM NO(S). AND PURPOSE OF WATER USE

Water Claim No(s): 29-10222, 29-10121, 29-13506, 29-10224, 29-10238, 29-10239, 29-13263, 29-10234, 29-10237, 29-13260, 29-7588, 29-10235, 29-10236, 29-13262, 29-7590, 29-2244, 29-10232, 29-13264, 29-10122 and 29-13507 for Irrigation, Stock Watering, and Domestic purposes.

The said Real Estate Mortgage, given to secure a promissory note of even date, was recorded 4-7-04, in the office of the County Recorder of the above referenced County, as Instrument No. 170783.

Please file this notice with your records of the above referenced and direct notice of any intended change of the place of use or other change which materially affects the beneficiary's security interest in the said rights to Lewiston State Bank, c/o Western AgCredit, FLCA, 406 West South Jordan Parkway (Suite 500), P.O. Box 95850, South Jordan, Utah 84095.

Dated: March 26, 2004

Western AgCredit, FLCA

By: 
David G. Brown
Assistant Vice President

Recording Requested by:

WHEN RECORDED MAIL TO:

Western AgCredit, FLCA
Box 95850
South Jordan, Utah 84095-0850

RECEIVED

APR 16 2004

Department of Water Resources

Loan No. 4300128801

**REAL ESTATE MORTGAGE,
FIXTURE FILING AND SECURITY AGREEMENT**

THIS MORTGAGE is made this 26th day of March, 2004 between

KING CREEK GRAZING ASSOCIATION, INC., an Idaho Corporation

hereinafter called "**Mortgagor**", and LEWISTON STATE BANK hereinafter called "**Mortgagee**", having its principal place of business in Lewiston, Utah.

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County of Caribou, State of Idaho:

FOR DESCRIPTION OF REAL PROPERTY SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all existing and future grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; all tenements, hereditaments, easements, rights-of-way and appurtenances to the property; and all right, title, and interest at any time of Mortgagor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the water, water rights and other assets and items described below in subparagraphs (a) through (h) which shall collectively be called "**Water Assets**" (hereafter collectively referred to as the "**Property**"). References to "**water**" and "**water rights**" are used herein in the broadest and most comprehensive sense of the term(s). The term "**water**" includes water rights and right to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's shares of any Water Assets in any water bank or with any water authority, or any other water reallocation rights:

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Property, whether as the result of groundwater rights, contractual rights or otherwise, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easements, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

b. All stock, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any water or other Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

c. All licenses, permits, approvals, contracts decrees, rights and interest to acquire or appropriate any water or other Water Assets, water bank or other credits evidencing any right to water or other Water Assets, to store, carry, transport or deliver water or other Water Assets, to sell, lease, exchange, or otherwise transfer any water or other Water Asset, or to change the point for diversion of water, the location of any water or Water Asset, the place of use of any water or Water Asset, or the purpose of the use of any water or Water Asset;

d. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any water or Water Asset;

- character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.
3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.
 4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.
 5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.
 6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.
 7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, and appraisal fees, environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.
 8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.
 9. Environmental Representations, Warranties and Covenants.
 - (a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:
 - (i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;
 - (ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;
 - (iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

B IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.
2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.
3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.
4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.
6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result

EXHIBIT "A"

Caribou County, Idaho:

Township 6 South, Range 38 East of the Boise Meridian:

Section 34: SE½SE½. (Tax ID# 2376)
Section 35: S½NE½, SW½NW½, W½SW½, SE½SW½, N½SE½, SW½SE½. (Tax ID# 2376A)
Section 36: NW½SW½, SW½NW½. (Tax ID# 2376B)

Township 7 South, Range 38 East of the Boise Meridian:

Section 1: Lots 1, 2, 3, 4, 5, and 6, NW½SE½, SW½NE½, S½NW½. (Tax ID# 2449)
Section 2: All, EXCEPT THEREFROM, the S½SW½SE½. (Tax ID# 2450B)
Section 3: S½NE½, SE½NW½, NE½SW½, S½SW½, SE½. (Tax ID# 2450A)
Section 4: N½SW½, SE½SW½, NE½SE½, S½SE½. (Tax ID# 2450)
Section 5: NE½SE½. (Tax ID# 2450C)
Section 6: W½ of Lot 1, all of Lot 2, E½ of Lot 3, W½SE½NE½, SW½NE½, SE½NW½, NE½SW½, N½SE½. (Tax ID# 2454)
Section 7: SE½NE½, E½SE½. (Tax ID# 2454A)
Section 8: N½NE½, NE½NW½, SW½NW½, SW½. (Tax ID# 2454B)
Section 9: NE½, E½NW½, NW½NW½, N½SW½, SE½. (Tax ID# 2454C)
Section 10: N½, W½SE½. (Tax ID# 2456)
Section 11: NW½. (Tax ID# 2456A)
Section 15: W½NE½, NW½, S½SW½. (Tax ID# 2456B)
Section 16: All. (Tax ID# 4983)
Section 17: NE½, W½SE½, SE½SE½. (Tax ID# 2456C)
Section 20: NW½NE½. (Tax ID# 2456D)
Section 21: E½, NE½NW½, NE½SW½. (Tax ID# 2456E)
Section 22: W½NE½, NW½, N½SW½, SW½SW½, SE½, EXCEPT THEREFROM, a tract of land in the N½N½ of Section 22, more particularly described as follows:
Beginning at the Northeast corner of the NW½NE½ of Section 22, township and range aforesaid, and running thence South approximately 940 feet to an existing fence line;
thence in a Northwesterly direction along an existing fence line approximately 1,550 feet;
thence in a Northerly direction along an existing fence line approximately 250 feet to the North section line of said Section 22;
thence East approximately 1,360 feet along said section line, to the Point of Beginning. (Tax ID# 2476)
Section 23: W½SW½, ALSO, Beginning at a point 1,300 feet South of the Northwest corner of the SE½NW½, and running thence South 600 feet;
thence North 26°33'54" East 670.82 feet, more or less, to the latitudinal center line;
thence West 300 feet,

to the Point of Beginning.

EXCEPT THEREFROM, Beginning at the Southeast corner of the SW%SW%, and running thence Northwesterly along a ditch, 980 feet, more or less, to an existing fence line; thence Northeasterly along said fence line, 1,910 feet, more or less, to a point on the West 1/16th line, which point is 2,060 feet, more or less, North of the point of beginning; thence South along the West 1/16th line, 2,060 feet, more or less, to the Point of Beginning. (Tax ID# 2476B)

Section 27: N%N%, SE%NW%, E%SW%, S%SE%, EXCEPT THEREFROM, Beginning at the South Quarter corner of said Section 27, and running thence West 1320 feet; thence North 50 feet; thence East 1320 feet; thence South 50 feet, to the Point of Beginning. (Tax ID# 2476C, 2498, 2502A)

Section 28: N%NE%, SW%NE%, E%NW%, SW%NW%. (Tax ID# 2476D)

Section 33: N%N%, SW%NE%, SW%, W%SE%, SE%SE%. (Tax ID# 2476E)

Section 34: N%N%, SW%NE%, SE%NW%, and that portion of the SW%SW% lying West of the Portneuf River.

EXCEPT THEREFROM, The South 25 feet of the NE%NE% of said Section 34.

ALSO EXCEPT THEREFROM, Beginning at the North Quarter corner of said Section 34, and running thence South 19°30' West 1,417.5 feet to the Southeast corner of the gravel pit, the True Point of Beginning; thence North 77°02' West 163.06 feet; thence North 12°58' East 290.6 feet, more or less, to the Southerly right of way line of the Deer Creek road; thence following said right of way line in a Southeasterly direction 168.0 feet, more or less, to the a point which is North 12°58' West 260.0 feet a distant from the Southeast corner of the said gravel pit; thence South 12°58' West 260 feet, to the Point of Beginning. (Tax ID# 2476E, 2502B, 2476F)

Township 8 South, Range 38 East of the Boise Meridian:

Section 4: Lots 1, 2, 3, and 4, S%N%. (Tax ID# 2668)

Township 7 South, Range 39 East of the Boise Meridian:

Section 6: Lot 5, S%SE%, EXCEPT THEREFROM, Beginning at the Northeast corner of the SE%SE% of said Section 6, and running thence West 628 feet; thence Southeasterly 374 feet to the South line of an existing road; thence Southeasterly along the South line of said road to the East Section line, a distance of 519 feet, to a point

588 feet South of the point of beginning;
thence North 588 feet,
to the Point of Beginning. (Tax ID# 2525)

Section 7: Lots 1, 2, 3, and 4, W½NE¼, NE¼NE¼, EXCEPT THEREFROM,

Beginning at the Northwest corner of Section 6, Township
7 South, Range 39 East of the Boise Meridian, located
South 89°39'55" East 1562.85 feet from the South quarter
corner of Section 36, Township 6 South, Range 38 East of the
Boise Meridian;

thence South 01°05'27" East 4874.34 feet to a 5/8" rebar
with cap labeled "A.A. Hudson, PLS 4735" set on the East
right of way fence line of Nipper Road, the true point of
beginning;

thence East 105.36 feet to a 5/8" rebar with cap;

thence South 25°49'09" East 115.83 feet to a 5/8" rebar
with cap;

thence South 00°04'01" East 192.36 feet to a 5/8" rebar
with cap;

thence West 155.69 feet to a 5/8" rebar with cap set on
right of way fence line;

thence North 00°04'01" West 296.63 feet along said fence
line,

to the true Point of Beginning. (Tax ID# 2527)



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

August 7, 2001

ROGER JOHNSON
PO BOX 215
NAUVOO IL 62354-0215

RE: CHANGE OF ADDRESS FOR A29-04157, A29-10222,
A29-11265, A29-11274, A29-13041

Dear Mr. Johnson:

It has come to our attention that your mailing address may have recently changed. The address currently recorded on the above referenced water right(s) is as follows:

Roger Johnson
3369 E Hwy 30
McCammon ID 83250

We recommend if, in fact, the address in question has been changed, you file a "Change in Address" with this department in order that we may send all further correspondence to the appropriate address.

Enclosed is a Change in Address form. Please fill out the form completely, sign and date it and return it to my attention.

If you have any questions regarding this matter, please call 525-7161.

Respectfully submitted,

Cheri Vandermeulen

Cheri Vandermeulen
Records Clerk

Enclosure(s)

SCANNED
SEP 13 2004
PROFILED

SCANNED

SEP 13 2004

PROFILED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

Return Service Requested

PRESENTED
2001 CLASS



29-4157
11265 p.d.
11274

10222

13041 p.d.

RECEIVED

AUG - 1 2001

Department of Water Resources

ROGER JOHNSON
3369 E HWY
MC CAMMC

RECEIVED

AUG 03 2001

Department of Water Resources
Southern Region

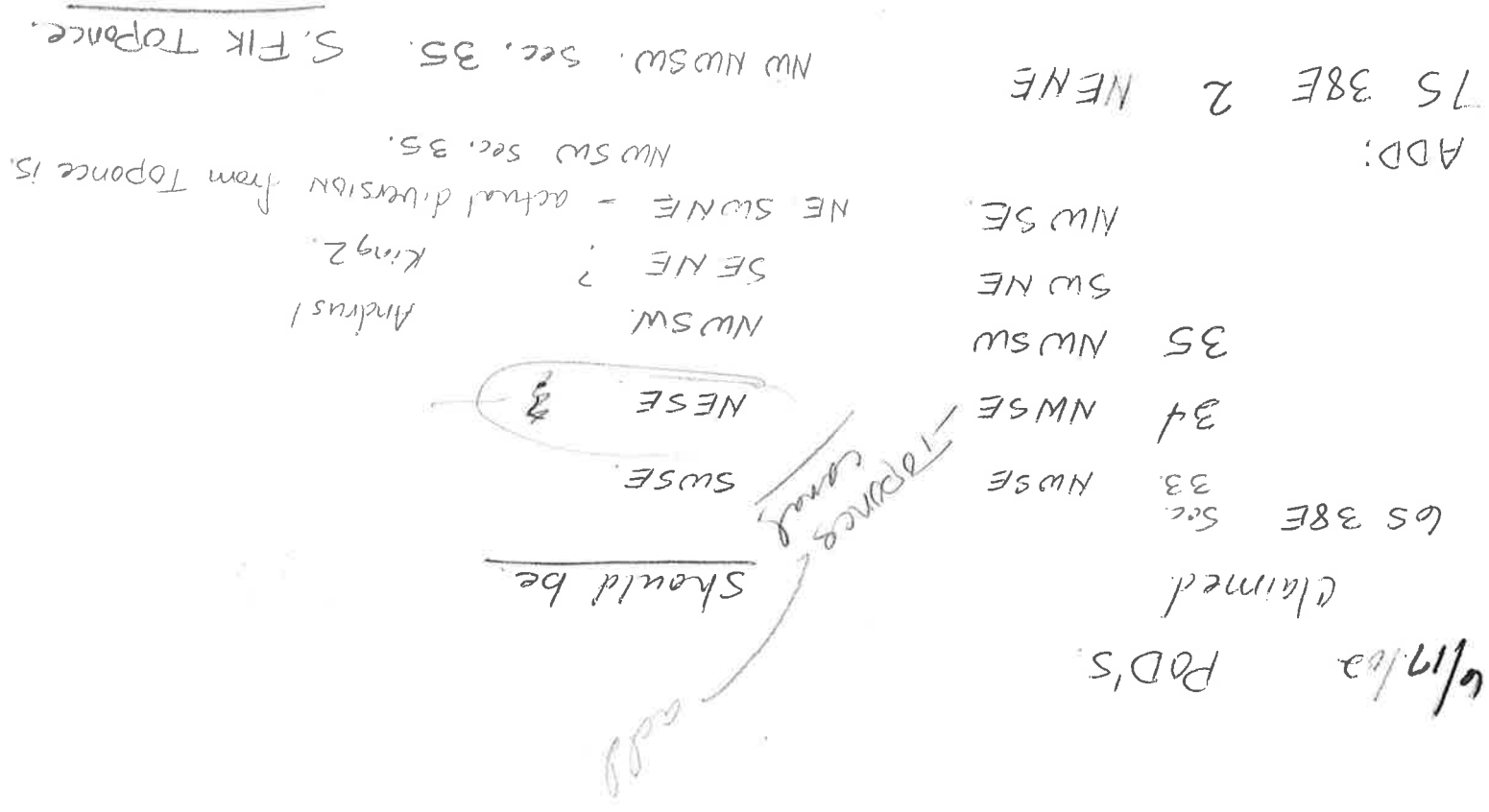
JOHN369 832502001 1700985 07/28/01
FORWARD TIME EXP RTN TO SEND
JOHNSON
PO BOX 215
NAUVOO IL 62354-0215

RETURN TO SENDER

442502001

|||||

7/2/02 King We have 2700 shares in Topone Canal Co.
 W.L. that, present of Topone Canal thought that
 10 shares = have a 270 acres irrigation



29-10222

5/30/02 1974 Orthogonal, Chertfield #493, doesn't show
navigation in the SESE of section 34, T6S, R38E.

Also the photo submitted by the claimant doesn't show
navigation on the west side of Kelly Topone Rd.
the photo isn't dated.

- Verify that the 1868 water rights in the gravity
line well with the land in the SESE of sec. 34.

Claimant does have run 200 slaw of Topone Canal
slaw. The canal runs on the west side of Kelly

Topone Rd.

Also, it appears that claimed POD's and GPS'd POD's
are different. Need to check with Steve Hedden on

Also,

Transfer. 4192 limits the total number of acres under
this right to 546.4 acres. Claimed 733 acres.

Claimant wants slack water added to the claimed
POU.

7000m. N.

doesn't appear
irrigated in
to be
1974

35

35 acres
claimed by
King creek.

5365

prinda

Worksheet

Worksheet for Circular Channel

Project Description

Worksheet	Circular Channel
Flow Element	Circular Channel
Method	Manning's Formu
Solve For	Full Flow Capacit

Input Data

Mannings Coeffic	0.013
Slope	1.001894 ft/ft
Diameter	24 in

Results

Depth	2.00 ft
Discharge	-9.84 cfs
Flow Area	3.1 ft ²
Wetted Perime	6.28 ft
Top Width	0.00 ft
Critical Depth	1.12 ft
Percent Full	100.0 %
Critical Slope	1.005175 ft/ft
Velocity	-3.13 ft/s
Velocity Head	0.15 ft
Specific Energ	2.15 ft
Froude Numbe	0.00
Maximum Disc	-10.59 cfs
Discharge Full	-9.84 cfs
Slope Full	1.001894 ft/ft
Flow Type	N/A

Bird, Cindy

From: Carlsen, Ernie
Sent: Tuesday, January 08, 2002 1:39 PM
To: Bird, Cindy
Cc: McHugh, Candice
Subject: RE: King Crk Grazing Assoc.

Cindy,

The paragraph below is from an email I sent to Candice yesterday asking for an opinion on the SOU for stock water involving the water rights decreed in the case of the United States of American v Julia Hibner, civil case 478. Consequently some of your questions are already on the table.

Concerning the irrigation season of use for 29-10222, since the purpose of transfer 4129 did not include changing the season of use, I recommend you apply the present irrigation season of 4/1 to 10/31. This is consistent with recommendations we have made in prior basins where as part of the transfer approval process Allocations simply applied the newly adopted season of use for the area of 4/15 to 10/15 to irrigation rights that previous did not have designated dates for the irrigation season. That SOU was only used briefly before being changed to 4/1 to 10/31, a standard which is consistent with the season of use of 4/1 to 11/1 used by the Department for the previous 20 years that I am aware of.

A statement in remarks about stock water does not provide the necessary information concerning the various elements of that use like the quantity of water, number of stock, SOU, point of diversion and place of use based on where the stock actually have access to the water. If King Creek uses the pipeline to provide stock water then the claim can be amended to include stock water. Since the quantity is non-additive there is no additional fee unless the use exceeds 13,000 gpd then it is \$100/cfs. If the delivery system for the stock water is not the pipeline then it may be cleaner for Mr. Hebdon to file a claim just describing the stock water use. Normal filing fees would apply. If Mr. Hebdon has used the water year round for stock then list year round as the season of use. We should have a position on the period of use with in a few weeks and if necessary you can change it at that time.

Ernie

Candice,

The rights Cindy identified below were actually adjudicated in United States of American v Julia Hibner, civil case 478. The decree states "use of such water upon Indian lands is continuous and the failure of any of the Indians to use the water hereinafter adjudicated will not cause either an abandonment or a forfeiture of their rights thereto...used for irrigation and domestic purposes by said Indians..." In 1993, IDWR approved Transfer 4129, changing nine rights from this decree and applying a season of use of 4-15 to 10-15 for irrigation. At the time that was the Department's newly adopted standard for the irrigation season. The nine rights are combined under SRBA adjudication claim 29-10222 in the name of King Creek Grazing, same party that filed the transfer. Claim 29-10222 does not include stock water but should the claimant wish to file for stock water under the decreed rights it seems to me the season of use could be year round. What are your thoughts?

Ernie

-----Original Message-----

From: Bird, Cindy
Sent: Tuesday, January 08, 2002 11:44 AM
To: Carlsen, Ernie
Subject: King Crk Grazing Assoc.

Hi Ernie,

I just got a call from Steve Hebdon and he's concerned about their rights and the SOU. I want to get a clarification from you so I can make sure they are covered.

1. Recommend the irrigation portion with the 1993 transfer SOU, 4/15-10/15.
2. Add a shoulder remark for the SOU to the administrative SOU, 4/1-10/31
3. Since the decree allows for stock water with a continuous season and they claimed stock water under the remarks. We can assume they had the intension to file for stock water and stock water can be added as purpose of use with a SOU of 1/-12/31
4. King creek grazing association would like there stock water added as a purpose of use on this right. So, I need to make sure that they don't need to file an additional claim for stock water. And from my understanding is that this right doesn't fall under the UG&E decree and therefore doesn't fall under the shorter SOU.

This letter from Dave about the SOU has created several calls to the office with claimant concerned about their claims and to find out if they need to file an additional claim for their stock water. They are unset about the 1932 priority date. Several of the ranchers in this area have stock year round.

thanks
cindy

Bird, Cindy

From: Bird, Cindy
Sent: Tuesday, September 25, 2001 11:52 AM
To: Tuthill, Dave; McHugh, Candice; Carlsen, Ernie
Subject: Indian rights

Dave, Candice and Ernie,

I know we are going to discuss some aspects of the Indian rights on October 12th. I have one additional question regarding the season of use on Indian rights. Some of my claimants have claimed a season longer than Sept. 15th on the Indian water. The decree states that the water use is continuous for agriculture, domestic and stock. Can we allow a season longer than 9-15 on that 1868 water?

Cindy

9/4/01

Do I need to add all of these
remarks/conditions to
my recommendation?

- POD different ?
- SO4 - different ?

9/13/01 GPS'd POD. and
the pipeline is
located in SWSE
Sect 33.

4192

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT

RECEIVED

TRANSFER NO. 4192 (PART)
CLAIM TO A WATER RIGHT NO. A29-10222

SEP 01 1993

Department of Water Resources
Eastern District Office

This is to certify that: **KING CREEK GRAZING ASSN**
C/O LINDA HEBDON
RR BOX 1440
BANCROFT ID 83217

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/15	11.93 CFS	2565.5 AF

SOURCETRIBUTARY OF

TOPONCE CREEK

PORTNEUF RIVER

Priority: 07/06/1868

LOCATION OF POINT(S) OF DIVERSION:

SWSE, Sec. 33, Township 06S, Range 38E
NWSE, Sec. 34, Township 06S, Range 38E
SWNE, Sec. 35, Township 06S, Range 38E
NWSW, Sec. 35, Township 06S, Range 38E
NWSE, Sec. 35, Township 06S, Range 38E
CARIBOU County

9/13/01
GPS POINT

claimed?
NWSE?

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
06S 38E 34	SESE 35	SENE 40	SWNW 40	35
35	SWNE 40	SWSW 40	SESW 40	
	NWSW 40	NWSE 40	SWSE 40	
	NESE 40			380
	SESE 20			80
36	SWNW 40	NWSW 40		
	NENE 25	NWNE 25	SWNE 40	
07S 38E 2	SENE 40	NENW 25	NWNW 10	
	SWNW 3	SENE 32	NESE 38	238
				733

Total number of acres irrigated:

PAGE 2

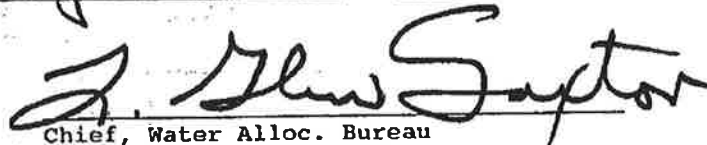
TRANSFER NO. 4192 (PART)
CLAIM TO A WATER RIGHT NO. A29-10222

CONDITIONS/REMARKS:

1. Use of water under this water right will be regulated by the watermaster of State Water District No. 29.
2. A measuring device and lockable controlling works of a type approved by this Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
3. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for the lands above.
4. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.
5. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
6. Right Nos. 29-00228, 29-00229, 29-00230, 29-00232, 29-00233, 29-00235, 29-00249, 29-00250 and 29-00251 are also changed under Transfer No. 4192 and are represented on a separate transfer approval.

Dated this 23rd day of

August, 1993


Chief, Water Alloc. Bureau

4192

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER OF WATER RIGHT

TRANSFER NO. 4192 (PART)
WATER RIGHT NO(S). 29-00228/29-00229/29-00230/29-00232
29-00233/29-00235/29-00249/29-00250/29-00251

RECEIVED

This is to certify that: KING CREEK GRAZING ASSN
C/O LINDA HEBDON
RR BOX 1440
BANCROFT ID 83217

SEP 01 1993

Department of Water Resources
Eastern District Office

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
Right No. 29-00228 :			
IRRIGATION	04/15 to 10/15	1.29 CFS	226.8 AF
Priority: 07/06/1868			
Right No. 29-00229 :			
IRRIGATION	04/15 to 10/15	1.37 CFS	240.1 AF
Priority: 07/06/1868			
Right No. 29-00230 :			
IRRIGATION	04/15 to 10/15	0.92 CFS	162.1 AF
Priority: 07/06/1868			
Right No. 29-00232 :			
IRRIGATION	04/15 to 10/15	1.03 CFS	175.4 AF
Priority: 07/06/1868			
Right No. 29-00233 :			
IRRIGATION	04/15 to 10/15	1.48 CFS	260.1 AF
Priority: 07/06/1868			
Right No. 29-00235 :			
IRRIGATION	04/15 to 10/15	1.58 CFS	277.2 AF
Priority: 07/06/1868			
Right No. 29-00249 :			
IRRIGATION	04/15 to 10/15	1.05 CFS	184.8 AF
Priority: 07/06/1868			

PAGE 2

TRANSFER NO. 4192 (PART)
WATER RIGHT NO(S). 29-00228/29-00229/29-00230/29-00232
29-00233/29-00235/29-00249/29-00250/29-00251

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
Right No. 29-00250 :			
IRRIGATION	04/15 to 10/15	1.60 CFS	280.0 AF
Priority: 07/06/1868			

Right No. 29-00251 :			
IRRIGATION	04/15 to 10/15	1.58 CFS	279.7 AF
Priority: 07/06/1868			

SOURCE

TOPONCE CREEK

TRIBUTARY OF

PORTNEUF RIVER

LOCATION OF POINT(S) OF DIVERSION:

SWSE , Sec. 33, Township 06S, Range 38E
 NWSE , Sec. 34, Township 06S, Range 38E
 SWNE , Sec. 35, Township 06S, Range 38E
 NWSW , Sec. 35, Township 06S, Range 38E
 NWSE , Sec. 35, Township 06S, Range 38E
 CARIBOU County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
06S	38E	34	SESE 35			35
		35	SWNE 40	SENE 40	SWNW 40	
			NWSW 40	SWSW 40	SESW 40	
			NESE 40	NWSE 40	SWSE 40	
			SESE 20			380
		36	SWNW 40	NWSW 40		80
07S	38E	2	NENE 25	NWNE 25	SWNE 40	
			SENE 40	NENW 25	NWNW 10	
			SWNW 3	SENE 32	NESE 38	238
Total number of acres irrigated:						733

CONDITIONS/REMARKS:

1. Use of water under this water right will be regulated by the watermaster of State Water District No. 29.
2. A measuring device and lockable controlling works of a type approved by this Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.

PAGE 3

TRANSFER NO. 4192 (PART)
WATER RIGHT NO(S). 29-00228/29-00229/29-00230/29-00232
29-00233/29-00235/29-00249/29-00250/29-00251

CONDITIONS/REMARKS:

3. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for the lands above.
4. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.
5. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
6. Right No. 29-00228 is limited to the irrigation of 64.8 acres in the place of use described above in a single irrigation season.
7. Right No. 29-00229 is limited to the irrigation of 68.6 acres in the place of use described above in a single irrigation season.
8. Right No. 29-00230 is limited to the irrigation of 46.3 acres in the place of use described above in a single irrigation season.
9. Right No. 29-00232 is limited to the irrigation of 50.1 acres in the place of use described above in a single irrigation season.
10. Right No. 29-00233 is limited to the irrigation of 74.3 acres in the place of use described above in a single irrigation season.
11. Right No. 29-00235 is limited to the irrigation of 79.2 acres in the place of use described above in a single irrigation season.
12. Right No. 29-00249 is limited to the irrigation of 52.8 acres in the place of use described above in a single irrigation season.
13. Right No. 29-00250 is limited to the irrigation of 80.0 acres in the place of use described above in a single irrigation season.
14. Right No. 29-00251 is limited to the irrigation of 79.9 acres in the place of use described above in a single irrigation season.
15. All rights when combined are limited to the irrigation of 596.4 acres in the place of use described above in a single irrigation season.
16. Snake River Basin Adjudication Claim No. A29-10222 is also changed under Transfer No. 4192 and is represented on a separate transfer approval.

Dated this 23rd day ofAugust, 1993


Chief, Water Alloc. Bureau

Page _____ of _____

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

Transfer No. 4192

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Name of applicant King Creek Grazing Assoc. c/o Linda Hebdon Phone 648-7841
Post Office address RR Box 1440, Bancroft ID 83217

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Add a pipeline at the new point of diversion to gravity flow to sprinklers which exists and eliminate a pump within the system.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

- | 1. Right Number | Priority | Amount (cfs/ac-ft) | Nature of Use | Period of Use |
|------------------|-------------------|--------------------|-------------------|-----------------------------|
| <u>A29-10222</u> | <u>07/06/1868</u> | <u>11.93</u> | <u>Irrigation</u> | <u>4/15</u> to <u>10/01</u> |
| _____ | _____ | _____ | _____ | _____ to _____ |
| _____ | _____ | _____ | _____ | _____ to _____ |
| _____ | _____ | _____ | _____ | _____ to _____ |
2. Total amount of water being transferred 11.930 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Toponce Creek tributary to Portneuf River
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
		SW	SE	33	6S	38E	Caribou	(New)
		NW	SE	34	6S	38E		
		SW	NE	35	6S	38E		
		NW	SE	35	6S	38E		

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	38E	34																35	35
		35			40	40			40			40	40	40	40	40	40	20	380
		36							40			40							80
7S	38E	2	25	25	40	40	25	10	3	32					38				238

Total acres 733

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

a. Decree No. _____ Decreed to _____

in case of _____ vs. _____

dated _____ in _____ county of _____

b. License No. _____ issued by the Idaho Department of Water Resources.

c. Claim No. A29-10222 on file with the Idaho Department of Water Resources.

d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. Check appropriate box below:

☒ Tax Notice ☐ Warranty Deed ☐ Other _____

3. Source of water Toponce Creek tributary to Portneuf River

4. Date or priority 07/06/1868

5. Water is used for the following purpose:

amount 11.93 cfs for Irrigation purposes from 04/15 to 10/01
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 11.93 cubic feet per second and/or _____ acre-feet per annum.

7. Point(s) of Diversion: SEE ATTACHED CLAIM

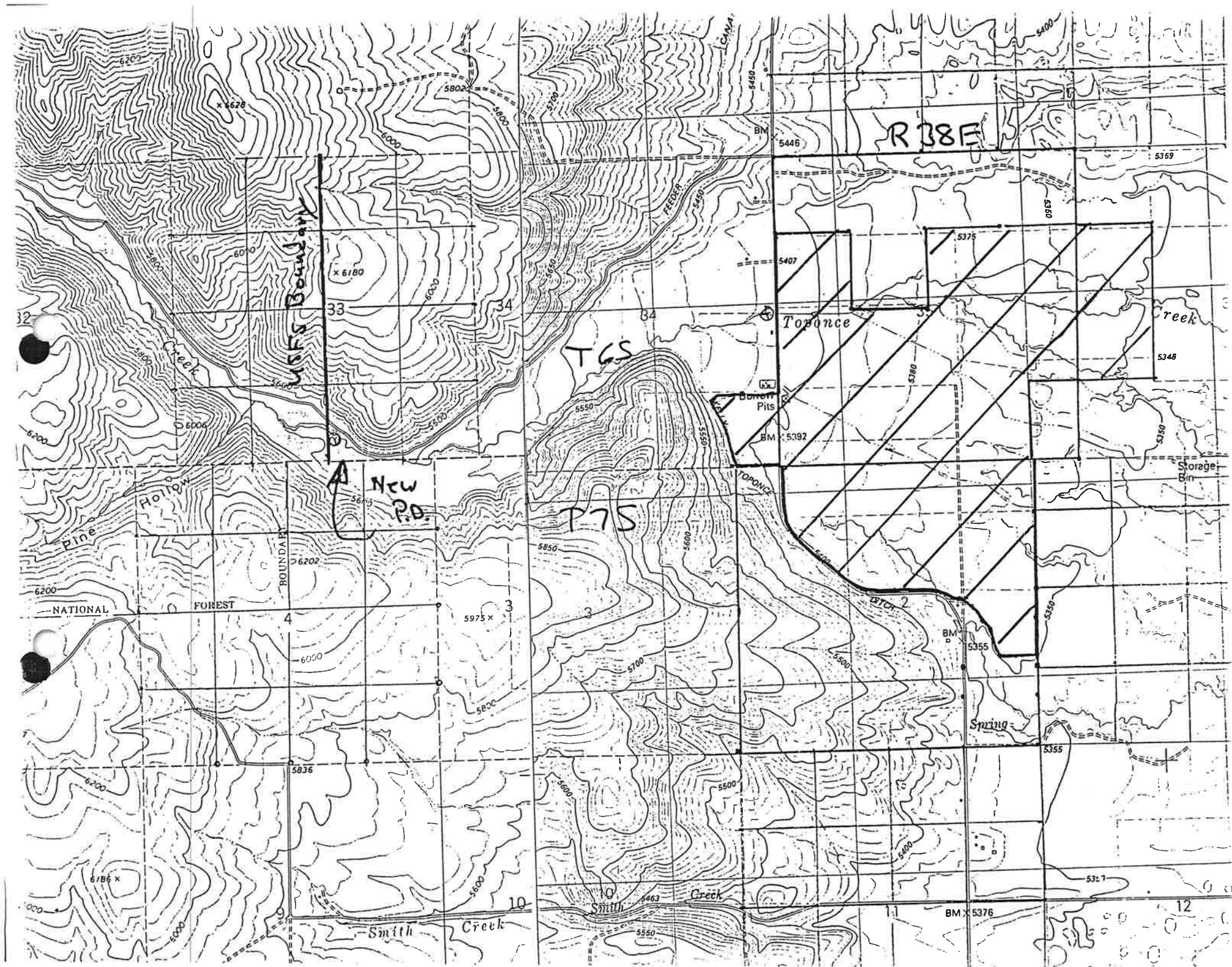
Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
6S	38E	34																35	35
		35			40	40			40			40	40	40	40	40	40	20	380
		36							40			40							80
7S	38E	2	25	25	40	40	25	10	3	32					38				238

Total acres 733

9. Describe any other water rights used for the same purpose as described above _____



#783

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: A29-10222
Date Received: 1/23/1990
Receipt No: M005585
Received By: TO

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: KING CREEK GRAZING ASSOC. 208-648-7841
Address: C/O LINDA HEBDON
R.R. BOX 1440
BANCROFT, ID 83217

2. Date of Priority: JUL 06, 1868

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06S	38E	34	NE	NW	SE		CARIBOU
		35	SE	SW	NE		CARIBOU
			NE	NW	SW		CARIBOU
			SW	NW	SE		CARIBOU

5. Description of diverting works:
CULVERTS DIV. FROM CREEK FOR FLOOD, CONCRETE HDBOX PUMP SPRINKLER

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	~~09/15~~ 10/14	11.930		

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

8. Total consumptive use is 1832.5 Acre Feet Per Annum.

9. Non-irrigation uses:

CONVERSATION MEMORANDUM

DATE 21 June 93.

FILE A29-10222

NAME OF PARTY Steven Heddon.

EMPLOYEE ERNEST CARLSEN.

RE: TELECON: Status of securing right of way for pipeline & p.o.d.

Steven H. told me the attorney was close to finalizing the right-of-way issue for the pipeline & p.o.d. and he was definitely wanting to proceed with construction once that issue is resolved & the transfer approved.

Steve also indicate other users on the creek expressed an interest in using the pipeline, but he did not want to wait for them to obtain approved transfers.

Memo.

From: Ernie Carlson.

21 JUNE 93.

To: App. for Transfer.
A29-10222.

RE: Adjudication review.

A29-10222 represents a combination of 7 decreed rights. The claimed P.O.U. is both an expansion in acreage and change in place of use from the decreed P.O.U. The change consists of new 1/4's being included in the land list.

- None of the old rights are claimed by the Shoshone-Bannock tribes in "The 1990 Fort Hall Indian Water Rights Agreements."

- In office analysis done by Paul Meyer date 6 Feb 92 found rate/use to be within D.S. guidelines.

- Recommend transfer be approved with provision that the right be subject to review in the SRBA. During that review locations of acreages can be confirmed, along with presumption of accomplished transfer analysis.

- Other conditions should include, measuring device, locking head gate, & water master control.

SCANNED

MAY 7 2001

Log for claim A29-10222

Spatial Dynamics LTD

6/19/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
06s38e	34	SESE	35	32	
06s38e	35	SWNE	40	41	
06s38e	35	SENE	40	41	
06s38e	35	SWNW	40	40	
06s38e	35	NWSW	40	39	
06s38e	35	SWSW	40	39	
06s38e	35	SESW	40	40	
06s38e	35	NESE	40	41	
06s38e	35	NWSE	40	41	
06s38e	35	SWSE	40	40	
06s38e	35	SESE	20	18	
06s38e	36	SWNW	40	40	
06s38e	36	NWSW	40	41	
07s38e	2	NENE	25	27	
07s38e	2	NWNE	25	27	
07s38e	2	SWNE	40	38	
07s38e	2	SENE	40	40	
07s38e	2	NENW	25	27	
07s38e	2	NWNW	10	9.8	
07s38e	2	SWNW	3	2.4	
07s38e	2	SENW	32	30	
07s38e	2	NESE	38	19	
Totals:			733	713.2	

AJ5809NP
No. A29-10222

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 03/21/00
PAGE: 142

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	KING CREEK GRAZING ASSN C/O LINDA HEBDON RR BOX 1440 BANCROFT ID 83217 (208) 648-7841	07/06/1868	IRRIGATION	04-15 10-01	11.930 CFS	
TOTAL DIVERSION: CONSUMPTIVE USE:					11.930 CFS	1832.50 AFA

Water Source: TOPONCE CREEK

Tributary to: PORTNEUF RIVER

Stage: DECREED

Point(s) of Diversion: T06S R38E S33 NWSE
S34 NENWSE
S35 SESWNE NENWSW SWNWSE

CARIBOU County
CARIBOU County
CARIBOU County

Place of use Legal Description for: IRRIGATION

NE													NW				SW				SE				
T	R	S	: Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	: Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	: Lt	Ac	Lt	Ac	Lt	Ac	: SUM
06S	38E	34	:								:								:						:
06S	38E	35	:								:								:						:
06S	38E	36	:								:								:						:
07S	38E	2	:	25		25		40		40	:	25		10		03		32	:	38					:
TOTAL ACRES																							733.0		

POU County: CARIBOU

Other Rights: NONE

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

A29-00114 A29-10089 A29-10121 A29-10122 A29-10123 A29-10124 A29-10125 A29-10196 X29-10222

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

A29-00103 A29-00228 A29-00229 A29-00230 A29-00232 A29-00233 A29-00235 A29-00236 A29-00249 A29-00250
A29-00251 A29-04346 A29-10320 A29-10322 X29-10222

Conditions of Approval:

M01 - A MEASURING DEVICE OF A TYPE APPROVED BY IDWR SHALL BE
- MAINTAINED AS A PART OF THE DIVERTING WORKS.

Remarks: GEN

THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 29-00228,
29-00229, 29-00230, 29-00232, 29-00233, 29-00235, 29-00249,
29-00250 AND 29-00251.

STOCKWATER USE IS INCIDENTAL. LIVESTOCK DRINK FROM THE DITCHES
AND CREEK ON THE PROPERTY OF THE CLAIMANT.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number: 29

Field Inspection Flag:

Presumption Flag: D

AJ5809NP
No. A29-10222

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 03/21/00
PAGE: 143

Audit: 01/24/90 MOBILE3 09/10/93 VERNER 03/29/95 POST-STD 11/01/95 CFRITSCH
11/02/95 CFRITSCH

SEPTEMBER 13, 1993

KING CREEK GRAZING ASSN
C/O LINDA HEBDON
RR BOX 1440
BANCROFT ID 83217

RE: TRANSFER

Dear Linda Hebdon:

Our office has received notice of your approved transfer #4192 of water right #29-10222. The Snake River Basin Adjudication claim filed on this right has been amended pursuant to the approved transfer. Enclosed is a copy of the amended claim for your records.

Please review the notice carefully and if you have any questions about any of the items, please contact our office. If you agree with the items on the notice, please place the copy with your records.

Sincerely,

Eric Verner
Sr. Water Agent

EV:sc

Enclosure

MICROFILMED

APR 13 1994

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT

TRANSFER NO. 4192 (PART)
CLAIM TO A WATER RIGHT NO. A29-10222

Regin Hjord
RECEIVED

SEP 01 1993

Department of Water Resources
Eastern District Office

This is to certify that: KING CREEK GRAZING ASSN
C/O LINDA HEBDON
RR BOX 1440
BANCROFT ID 83217

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/15	11.93 CFS	2565.5 AF

<u>SOURCE</u>	<u>TRIBUTARY OF</u>
TOPONCE CREEK	PORTNEUF RIVER

Priority: 07/06/1868

LOCATION OF POINT(S) OF DIVERSION:

SWSE , Sec. 33, Township 06S, Range 38E
NWSE , Sec. 34, Township 06S, Range 38E
SWNE , Sec. 35, Township 06S, Range 38E
NWSW , Sec. 35, Township 06S, Range 38E
NWSE , Sec. 35, Township 06S, Range 38E
CARIBOU County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
06S	38E	34	SESE 35			35
		35	SWNE 40	SENE 40	SWNW 40	
			NWSW 40	SWSW 40	SESW 40	
			NESE 40	NWSE 40	SWSE 40	
			SESE 20			380
		36	SWNW 40	NWSW 40		80
07S	38E	?	NENE 25	NWNE 25	SWNE 40	
			SENE 40	NENW 25	NWNW 10	
			SWNW 3	SENE 32	NESE 38	238
Total number of acres irrigated:						733

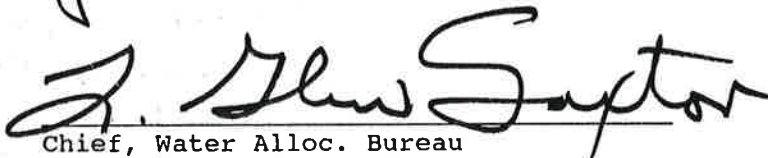
MICROFILMED
APR 13 1994

TRANSFER NO. 4192 (PART)
CLAIM TO A WATER RIGHT NO. A29-10222

CONDITIONS/REMARKS:

1. Use of water under this water right will be regulated by the watermaster of State Water District No. 29.
2. A measuring device and lockable controlling works of a type approved by this Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
3. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 3.5 afa per acre for the lands above.
4. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.
5. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
6. Right Nos. 29-00228, 29-00229, 29-00230, 29-00232, 29-00233, 29-00235, 29-00249, 29-00250 and 29-00251 are also changed under Transfer No. 4192 and are represented on a separate transfer approval.

Dated this 23rd day of August, 1993


Chief, Water Alloc. Bureau

MICROFILMED
APR 13 1994

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Region Adjunct

TRANSFER OF WATER RIGHT

TRANSFER NO. 4192 (PART)
WATER RIGHT NO(S). 29-00228/29-00229/29-00230/29-00232
29-00233/29-00235/29-00249/29-00250/29-00251

RECEIVED

SEP 01 1993

This is to certify that: **KING CREEK GRAZING ASSN**
C/O LINDA HEBDON
RR BOX 1440
BANCROFT ID 83217

Department of Water Resources
Eastern District Office

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
Right No. 29-00228 : IRRIGATION Priority: 07/06/1868	04/15 to 10/15	1.29 CFS	226.8 AF
Right No. 29-00229 : IRRIGATION Priority: 07/06/1868	04/15 to 10/15	1.37 CFS	240.1 AF
Right No. 29-00230 : IRRIGATION Priority: 07/06/1868	04/15 to 10/15	0.92 CFS	162.1 AF
Right No. 29-00232 : IRRIGATION Priority: 07/06/1868	04/15 to 10/15	1.03 CFS	175.4 AF
Right No. 29-00233 : IRRIGATION Priority: 07/06/1868	04/15 to 10/15	1.48 CFS	260.1 AF
Right No. 29-00235 : IRRIGATION Priority: 07/06/1868	04/15 to 10/15	1.58 CFS	277.2 AF
Right No. 29-00249 : IRRIGATION Priority: 07/06/1868	04/15 to 10/15	1.05 CFS	184.8 AF

MICROFILMED

APR 13 1994

TRANSFER NO. 4192 (PART)
 WATER RIGHT NO(S). 29-00228/29-00229/29-00230/29-00232
 29-00233/29-00235/29-00249/29-00250/29-00251

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
Right No. 29-00250 :			
IRRIGATION	04/15 to 10/15	1.60 CFS	280.0 AF
Priority: 07/06/1868			
Right No. 29-00251 :			
IRRIGATION	04/15 to 10/15	1.58 CFS	279.7 AF
Priority: 07/06/1868			

SOURCE

TOPONCE CREEK

TRIBUTARY OF

PORTNEUF RIVER

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 NWSE , Sec. 34, Township 06S, Range 38E
 SWNE , Sec. 35, Township 06S, Range 38E
 NWSW , Sec. 35, Township 06S, Range 38E
 NWSE , Sec. 35, Township 06S, Range 38E
 CARIBOU County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
06S	38E	34	SESE 35			35
		35	SWNE 40	SENE 40	SWNW 40	
			NWSW 40	SWSW 40	SESW 40	
			NESE 40	NWSE 40	SWSE 40	
			SESE 20			380
		36	SWNW 40	NWSW 40		80
07S	38E	2	NENE 25	NWNE 25	SWNE 40	
			SENE 40	NENW 25	NWNW 10	
			SWNW 3	SENE 32	NESE 38	238
Total number of acres irrigated:						733

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MICROFILMED

APR 13 1994

TRANSFER NO. 4192 (PART)
WATER RIGHT NO(S). 29-00228/29-00229/29-00230/29-00232
29-00233/29-00235/29-00249/29-00250/29-00251

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5. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
6. Right No. 29-00228 is limited to the irrigation of 64.8 acres in the place of use described above in a single irrigation season.
7. Right No. 29-00229 is limited to the irrigation of 68.6 acres in the place of use described above in a single irrigation season.
8. Right No. 29-00230 is limited to the irrigation of 46.3 acres in the place of use described above in a single irrigation season.
9. Right No. 29-00232 is limited to the irrigation of 50.1 acres in the place of use described above in a single irrigation season.
10. Right No. 29-00233 is limited to the irrigation of 74.3 acres in the place of use described above in a single irrigation season.
11. Right No. 29-00235 is limited to the irrigation of 79.2 acres in the place of use described above in a single irrigation season.
12. Right No. 29-00249 is limited to the irrigation of 52.8 acres in the place of use described above in a single irrigation season.
13. Right No. 29-00250 is limited to the irrigation of 80.0 acres in the place of use described above in a single irrigation season.
14. Right No. 29-00251 is limited to the irrigation of 79.9 acres in the place of use described above in a single irrigation season.
15. All rights when combined are limited to the irrigation of 596.4 acres in the place of use described above in a single irrigation season.
16. Snake River Basin Adjudication Claim No. A29-10222 is also changed under Transfer No. 4192 and is represented on a separate transfer approval.

Dated this

23rd

day of

August

1993

J. M. Saylor

Chief, Water Alloc. Bureau

MICROFILMED

APR 13 1994

MAY - 2009

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: A29-10222
Date Received: 1/24/1990
Receipt No: M005585
Received By:

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: KING CREEK GRAZING ASSN 208-648-7841
Address: C/O LINDA HEBDON
~~RR BOX 1440~~ 2924 Kelly Toponce Rd.
BANCROFT ID 83217

2. Date of Priority: JUL 6, 1868

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06S	38E	33		NW	SE		CARIBOU
		34	NE	NW	SE	King	CARIBOU
		35	SE	SW	NE	SE NE King	CARIBOU
			NE	NW	SW	Andrews	CARIBOU
			SW	NW	SE		CARIBOU

5. Description of diverting works:
CULVERTS DIV. FROM CREEK FOR FLOOD, CONCRETE HDBOX PUMP SPRINKLER

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/01	11.930		

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

8. Total consumptive use is 1832.5 Acre Feet Per Annum.

9. Non-irrigation uses:

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APR 13 1994

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	38E	34	SE	SE		IRR	35.0
						Section Acres	35.0
		35	SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			SW	NW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	20.0
						Section Acres	380.0
		36	SW	NW		IRR	40.0
			NW	SW		IRR	40.0
						Section Acres	80.0
07S	38E	2	NE	NE		IRR	25.0
			NW	NE		IRR	25.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	NW		IRR	25.0
			NW	NW		IRR	10.0
			SW	NW		IRR	3.0
			SE	NW		IRR	32.0
			NE	SE		IRR	38.0
						Section Acres	238.0
						Total Acres	733.0

11. Place of use in counties: CARIBOU

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS RIGHT IS A COMBINATION OF OLD RIGHT NOS. 29-00228,
29-00229, 29-00230, 29-00232, 29-00233, 29-00235, 29-00249,
29-00250 AND 29-00251.

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14. Remarks: Continued

STOCKWATER USE IS INCIDENTAL. LIVESTOCK DRINK FROM THE DITCHES
AND CREEK ON THE PROPERTY OF THE CLAIMANT.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

UNITED STATES OF AMERICA
Decree Plaintiff

JULIA HIBNER, ET. AL.
vs Decree Defendant

MICROFILMED

APR 13 1994

#783 x

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: A29-10222
Date Received: 1/23/1990
Receipt No: M005585
Received By: TO

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: KING CREEK GRAZING ASSOC. 208-648-7841
Address: C/O LINDA HEBDON
R.R. BOX 1440
BANCROFT, ID 83217

2. Date of Priority: JUL 06, 1868

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

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
06S	38E	34	NE	NW	SE		CARIBOU
		35	SE	SW	NE		CARIBOU
			NE	NW	SW		CARIBOU
			SW	NW	SE		CARIBOU

5. Description of diverting works:

CULVERTS DIV. FROM CREEK FOR FLOOD, CONCRETE HDBOX PUMP SPRINKLER

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	~~09-15~~	11.930		

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

A.F.A.

8. Total consumptive use is 1832.5 Acre Feet Per Annum.

9. Non-irrigation uses:

A29-10222

Page 1

Date: 01/23/90

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NOV 16 1992



10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	38E	34	SE	SE		IRR	35.0
						Section Acres	35.0
		35	SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			SW	NW		IRR	40.0
			NW	SW		IRR	40.0
			SW	SW		IRR	40.0
			SE	SW		IRR	40.0
			NE	SE		IRR	40.0
			NW	SE		IRR	40.0
			SW	SE		IRR	40.0
			SE	SE		IRR	20.0
						Section Acres	380.0
		36	SW	NW		IRR	40.0
			NW	SW		IRR	40.0
						Section Acres	80.0
07S	38E	2	NE	NE		IRR	25.0
			NW	NE		IRR	25.0
			SW	NE		IRR	40.0
			SE	NE		IRR	40.0
			NE	NW		IRR	25.0
			NW	NW		IRR	10.0
			SW	NW		IRR	3.0
			SE	NW		IRR	32.0
			NE	SE		IRR	38.0
						Section Acres	238.0
						Total Acres	733.0

11. Place of use in counties: CARIBOU

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS RIGHT IS A COMBINATION OF 9 RTS. PLEASE SEE OLD RT. NUMBERS
STOCKWATER USE IS INCIDENTAL. LIVESTOCK DRINK FROM THE DITCHES

14. Remarks: Continued

AND CREEK ON THE PROPERTY OF THE CLAIMANT.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

UNITED STATES OF AMERICA

Decree Plaintiff

vs

JULIA HIBNER, ET. AL.

Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do do not wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments:

For Organizations:

I do solemnly swear or affirm that I am Manager of

King Creek Grazing Assn., that I have signed the foregoing
Organization
document in the space below as Manager of

King Creek Grazing Assn. and that the statements contained in the
Organization
foregoing document are true and correct.

Steven Helton
Signature of Authorized Agent

Manager
Title and Organization

1/24/90
Date

State of Idaho)
County of Caribou) SS.

Subscribed and sworn (or affirmed) before me this 24th day

of January 19 90

Seal

Anthony S. Olinichol
Notary Public

Residing at Wabo Falls

My Commission Expires 9/12/1994

