

12/03/2002

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

RIGHT NUMBER: 29-10622
NAME AND ADDRESS: LYLE BARNES
PO BOX 22
DOWNEY ID 83254

SOURCE: SPRINGS TRIBUTARY: PECK CREEK
QUANTITY: 4.000 AFY
FACILITY VOLUME 4 AF.

PRIORITY DATE: 04/01/1948

POINT OF DIVERSION:
T11S R37E S6 SWSE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

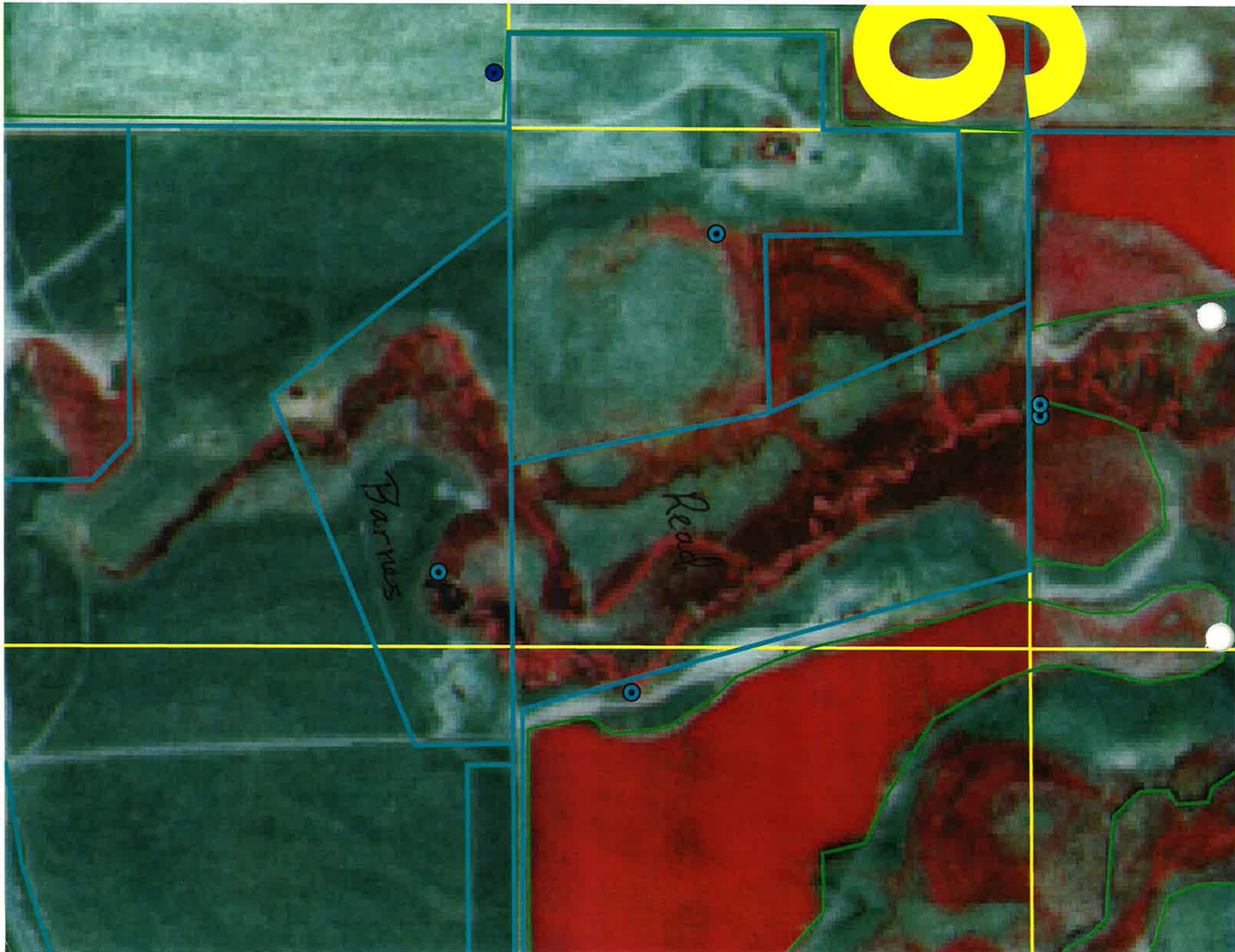
<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
FISH PROPAGATION FROM STORAGE	01/01 12/31	4.00 AFY
FISH PROPAGATION STORAGE	01/01 12/31	4.00 AFY

PLACE OF USE: FISH PROPAGATION FROM STORAGE Within BANNOCK County
T11S R37E S06 SWSE
FISH PROPAGATION STORAGE Within BANNOCK County
T11S R37E S06 SWSE

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



Dave

02/08/2003

RECEIVED

APR 23 2003

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Department of Water Resources

Return this reply form to IDWR by the deadline date printed below if you want IDWR to ~~Eastern District Office~~
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: 29-10622

LYLE BARNES

PO BOX 22

DOWNEY ID 83234

Telephone Number: (208)897-5635

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:

4/10/03

SIGNATURE:

Carl L. Barnes

Please print your name:

Carl L. Barnes

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



DC 2001

pond recreated for
fish prop. springs along hill side
Last used in 1985

1 Acre surface AREA x 4' AVE Depth

= 4 AF/A Facility volume

29-10622

1/24/96

COMMUNICATION DOCUMENTATION

This form is to be used to document public record information requests regarding any SRBA claim or claims. The form may also be used to document IDWR communications requesting information regarding any SRBA claim or claims when the request is not made in writing or the claim verification report is not readily available to document the request. This form is to be filed in all relevant claim files or a central office file.

IDWR Employee/Agent Ernest Carlsen

DATE: May 8, 1996 9:35am

CUSTOMER: Lyle and Mary Barnes

SUBJECT: *Change of Ownership and Application for Extension of Time to Avoid Forfeiture for A29-10622*

phone call (208) 897-5635) walk-in ()

As part of processing a Change of Ownership received from Lyle Barnes for A29-10622 and A29-10623, I telephoned the Barnes residence and spoke with Mary Barnes. Mary indicated they had purchased 12 acres from Leona Davis containing seven springs that had historically been used to support a commercial fish propagation business. However, when Mr. Barnes died in 1985, Leona did not carry on with the commercial fish operation. I explained to Mary because of the extended period of nonuse they should consider filing an application for extension of time to avoid forfeiture. I explained to her the process of filing the application, the potential for protests and verification of the water right prior to approval of the extension. She expressed some concern about the potential for a neighbor to protest the application.

Since Leona Davis signed the Change of Ownership form and information given to me by Mary Barnes was consistent with the requested change, we will proceed with processing the change of ownership without requiring a copy of the warranty deed.

INSTRUMENT NO. 156253

THIS AGREEMENT, made this the 14th day of June, 1912, by and between Thomas Coffin, of Arimo, County of Bannock, State of Idaho, party of the first part, and John L. Dahlke and Charles D. Shepard, of Downey, County of Bannock, State of Idaho, the parties of the second part,

entitled to the use of the entire flow of that certain stream known as Peck Creek, a tributary of Marsh Creek near Virginia, in the County of Bannock, State of Idaho, and

WHEREAS, the said parties of the second part are the owners, in the possession and entitled to the use of certain lands in said county and state,

Beginning at a point 200 feet east of the center of the Southeast Quarter of Section 6, Township 11 South, Range 37 East of Boise Meridian; thence North 14 degrees, 25 minutes West, 1359½ feet to a point on the east and west center line of Section 6, Township 11 South, Range 37 East, 150 feet west of the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 6, Township 11 South, Range 37; thence west of the said center line of Section 6, 563 feet; thence South 14 degrees, 25 minutes East, 1369½ feet to a point 452 feet west of the center of the Southeast Quarter of Section 6; thence east on the center line of said Southeast Quarter, 662 feet to the point of beginning; containing 20 acres more or less, in the North half of the Southeast Quarter, Section 6, Township 11 South, Range 37 East of Boise Meridian; and

WHEREAS, the said Peck Creek flows through the lands last above described, and the said parties of the second part desire the use of the said Peck Creek upon said lands for the purpose of breeding, hatching and raising fish for market and for private use in maintaining a fish hatchery upon said lands;

NOW THEREFORE, in consideration of the sum of One Hundred and Fifty (\$150.00) Dollars, money of the United States, paid by the said parties of the second part to the said party of the first part on or before one year from the date hereof, together with interest thereon at the rate of six percent per annum from date, until paid, the said party of the first part has granted, does hereby grant unto the said parties of the second part and to their heirs, administrators and assigns, the right to the use of the waters of said Peck Creek for the purpose of breeding, hatching and raising fish upon the lands above described, and for the purpose of maintaining a fish hatchery thereon, and for no other purpose, so long as the said parties of the second part, their heirs, administrators or assigns shall use the lands above described for the purpose aforesaid, and shall maintain a fish hatchery thereon; provided, however, that the waters of said stream shall not be used for any other purpose on said lands and the flow of said stream shall not be diminished nor the waters thereof wasted further than evaporation and seepage that may result from damming the said water in the conduct of such fish hatchery, and when used for the purposes aforesaid, said waters of said stream and the whole thereof shall be returned to the natural channel of said stream;

And it is further agreed by and between the parties hereto that if the said parties of the second part shall fail to pay the said sum of \$150.00 within the time aforesaid, then this contract shall become null and void and of no effect and the rights of the said parties of the second part to the use of the waters of said stream shall terminate and end.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year first above written.

Thomas Coffin
John L. Dahlke
Charles D. Shepard
By John L. Dahlke
Attorney in fact

NOT BARNES PROPERTY
N 1/2 SE sec 6

TRAD: PROPERTY

DC 2001 Raceways/fish trap structures
to the N/2SE (Reads)



DC 2001 Raceway / fish prop structures
to the North 1/2 SE (Road)



DC 2001 Raceway / fish prop structures
to the North 1 1/2 SE (Road)



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1 meter resolution



Map Size: **Large**

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[USGS Topo Map 01 Jul 1980](#)

HomeAdvisor Links:

- [Homes for sale in 83214](#)
- [Homes for sale in 83234](#)
- [Homes for sale in 83252](#)
- [Schools, Crime and Demographics for 83214](#)
- [Schools, Crime and Demographics for 83234](#)
- [Schools, Crime and Demographics for 83252](#)

7 km NW of Downey, Idaho, United States 25 May 1998



0 100M

0 100y

Image courtesy of the U.S. Geological Survey



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

SCANNED

MAY 31 2001

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

MAY 9, 1996

LYLE BARNES
BOX 22
DOWNEY ID 83254

RE: CHANGE IN OWNERSHIP FOR A29-10622 AND A29-10623

Dear Mr. Barnes:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner. A27-04081 is not on the Warranty Deed you provided for the Change in Ownership form you submitted along with A27-07114. Therefore, it was not changed to your name.

Enclosed are copies of the Notice(s) of Claim, with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep these Notices for your records.

Respectfully submitted,

Jo Thompson
Adjudication Secretary

Enclosure: Notices of Claim

Spring above (top end)
N42 29 30.8 4823
W112 10 30.2

Below
N42 29 35.6 4822
W112 10 26.0
MICROFILMED
NOV 13 1996

In the event the parties shall require the services of an attorney to enforce the provisions of this agreement, the party or parties in default shall be liable to the party or parties not in default for a reasonable attorney's fee.

In witness whereof, the parties hereto have hereunto affixed their signatures the day and year in this agreement first written.

B.M. Almond.

Oliver Denney

Witness.

Ruth Denney

First Parties

P. M. Condie

Joseph H. Smith

Witness.

Wendell H. Smith

State of Idaho,)
County of Franklin.) ss

Second Parties.

On this 5th day of January, 1948, before me P. M. Condie, a notary public for Idaho personally appeared Joseph H. Smith and Wendell H. Smith, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal)

P. M. Condie Notary Public,
Preston, Idaho

State of Idaho,)
County of Bannock) ss

On this 5th day of January, 1948, before me. B. M. Almond, a Notary Public for Idaho, personally appeared Oliver Denney and wife, Ruth Denney, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

In Witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

B. M. Almond, Notary Public
Residing at Downey, Ida.

This agreement, made and entered into this fifth day of January, 1948, by and between Oliver Denney and his wife, Ruth Denney, parties of the first part, and Joseph H. Smith and Wendell H. Smith, parties of the second part, Witnesseth:

That the parties of the first part hereby agree to sell and the second parties hereby agree to purchase the following described real estate situated in Bannock County, Idaho, to-wit:

Commencing at a point 1075 feet West of the Northeast corner of Section 7, Township 11 South, Range 37, East of Boise Meridian, thence running West 1359 feet; thence South 37° 27' East 766 feet; thence North 54° 23' East 1100 feet, more or less, to the place of beginning, containing about 9.7 acres.

The consideration which the first parties agree to accept and which the second parties agree to pay for the said property is the sum of Two Thousand Dollars, which is to be paid as follows: \$600.00 on the execution of this agreement, receipt of which is hereby acknowledged by the first parties; \$500.00 January 5, 1949, \$500.00 Jan. 5, 1950, and \$400.00 Jan. 5, 1951. Deferred payments shall bear interest at the rate of four per cent per annum, payable annually.

It is understood that this property is being acquired for purposes of production of fish for commercial purposes; and it is further understood and agreed that the parties of the first part reserve the permanent use of all of the said land which is not actually used by the second parties in the production of fish for pasturage purposes; and the first parties further reserve the permanent right to pump on and convey from the said land above described water to the amount of one and one-half second feet, said water to be pumped at a point to be mutually agreed upon by the parties hereto, such reservations to be free to the first parties.

The first parties further grant to the second parties the right to use the natural channel of the spring originating on the land retained by the first parties, and not included in the above description, for the purpose of producing fish. Also, the second parties are given the right to traverse the land of the first parties to and from the County Road to the land above described.

In the event the second parties shall fence any part of the land above described, they shall not interfere with the pasturage of the same by the first parties.

The first parties agree to pay all taxes against the said property up to and including the year 1947, and the second parties will pay all subsequent taxes on said land.

On receipt of the final payment of principal and interest, the first parties will convey the said property to the second parties subject to the conditions above provided herein. In the event the second parties shall fail to pay any installment of principal or of interest or of taxes which may be due as above specified, when the same shall be due and payable, or any one of such payments, the first parties may, at their option, declare this agreement terminated; but before such termination shall be effective, the first parties shall give the second parties written notice calling attention to the matters wherein the second parties are in default and if the second parties shall fail to comply with the terms of this agreement within thirty days after such notice has been given, this agreement shall automatically terminate, and in that event the second parties will deliver up to the first parties the peaceable possession of the said

RECEIPT
For Monies Paid
to the
IDAHO DEPARTMENT OF WATER RESOURCES

Receipt No: E012419

RECEIVED

Date: 03/19/90
Time: 14:25:33

FEB 24 1995

Department of Water Resources
Eastern District Office

Received

From: DAVIS, LEONA B

Type of Payment	Program Acct Class	Amount
ADJUDICATION FEE	0410162 9337 6490	\$145.00
Total		\$145.00

CHECK: 958

WR/NO: A29-10622 A29-10623

Idaho Department of Water Resources

Region: EASTERN

Signature: Dennis M. Dunn

MICROFILMED
NOV 13 1996

SCANNED

MAY 21 2001

#120
96
970

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: A29-10622
Date Received: 3/19/1990
Receipt No: E012419
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: LYLE BARNES
Address: BOX 22
DOWNEY ID 83254
208-897-5635

2. Date of Priority: JUL 1, 1935

3. Source: SPRINGS Trib. to: PECK CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
11S	37E	6	SW	SE			BANNOCK

5. Description of diverting works:
AT THE OUTLET OF THE PONDS ARE HEADGATES AND SCREENS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
FISH PROPAGATION	01/01	12/31	7.000		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
FISH PROPAGATION

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
11S	37E	6	SW	SE		FISH	

11. Place of use in counties: BANNOCK

MICROFILMED
NOV 13 1996

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

13. Other Water Rights Used:
NONE

14. Remarks:

THE SPINGS FLOW INTO THE PONDS AND THROUGH THEM. THERE ARE HEADGATES AND SCREENS AT THE OUTLETS. THE FISH ARE RAISED IN 8 PONDS.

CHANGED OWNERSHIP 5/8/96/JT/EC

15. Basis of Claim: BENEFICIAL USE

MICROFILMED
NOV 13 1990

120⁰⁰
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: A29-10622
Date Received: 3/19/1990
Receipt No: E012419
Received By: DMJ

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: LEONA B. DAVIS
Address: PO BOX 154
DOWNEY, ID

208-897-5581

83254

2. Date of Priority: JUL 01, 1935

3. Source: SPRINGS

Trib. to: PECK CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
11S	37E	6	SW SE		BANNOCK

5. Description of diverting works:
AT THE OUTLET OF THE PONDS ARE HEADGATES AND SCREENS

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Purpose	From	To	C.F.S.	(or)	A.F.A.
FISH PROPAGATION	01/01	12/31	7.000		

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

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:
FISH PROPIGATION

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
11S	37E	6	SW SE		FISH	

11. Place of use in counties: BANNOCK

A29-10622

Page 1

Date: 03/19/90

MICROFILMED
NOV 16 1992

A2910622



41 SET III

T11S
R37E

DOWNEY WEST ORTHOF
IDAHO

