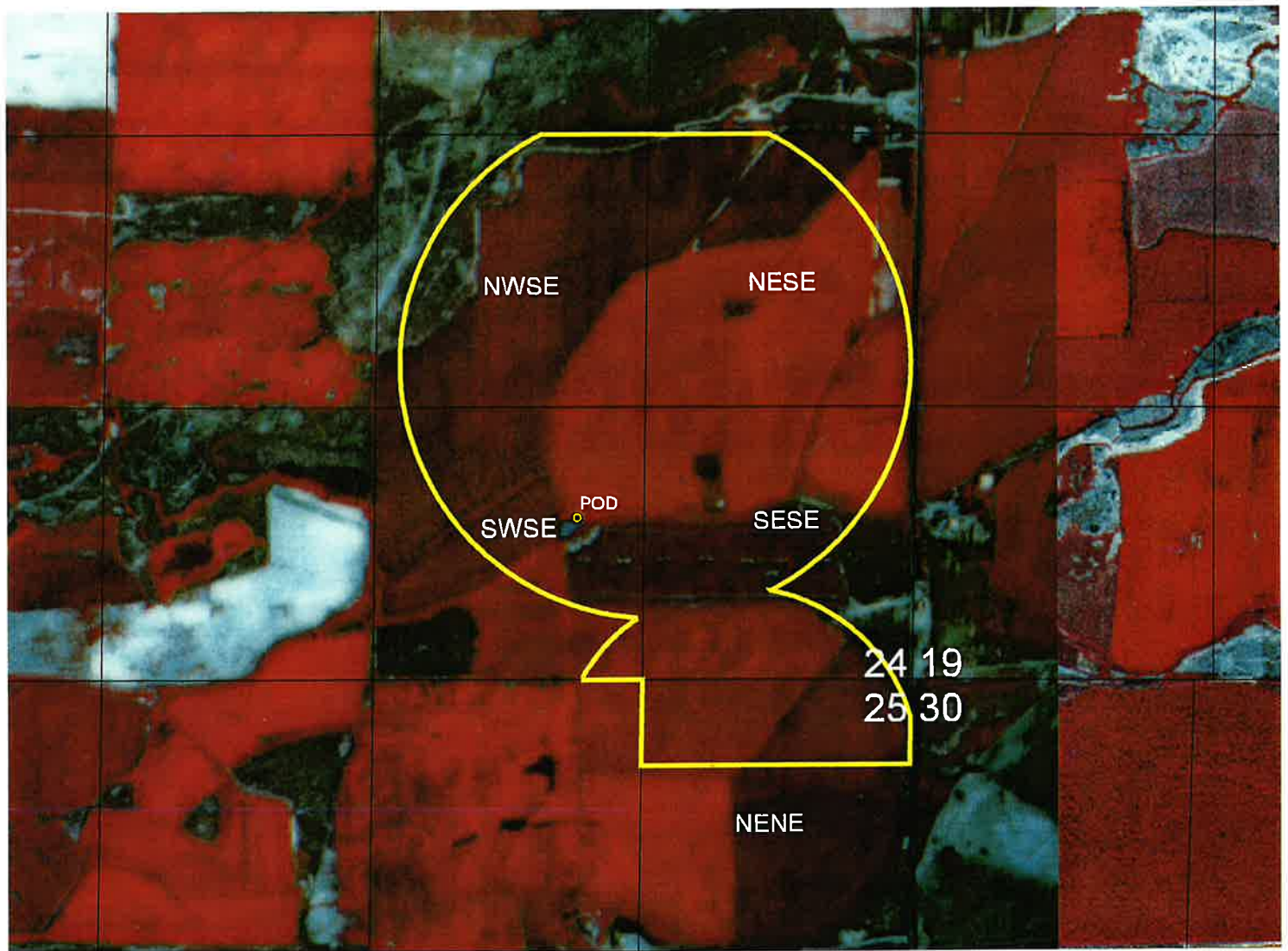


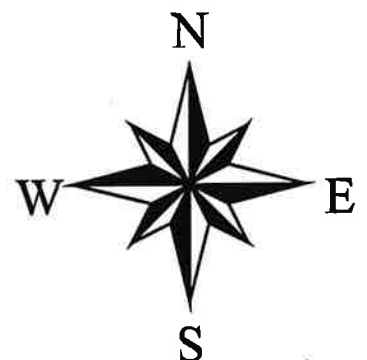
37-20273



700 0 700 1400 2100 Feet

T06S R13E S24 & S25

Map prepared by: Carter Fritschle
Date prepared: 09/16/03
1987-1988 NAPP photography
Idaho Department of Water Resources



09/16/2003

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

RIGHT NUMBER: 37-20273

NAME AND ADDRESS: PATTY HOOPER
2225 S 1200 E
BLISS ID 83314

GRAHAM E HOOPER
2225 S 1200 E
BLISS ID 83314

SOURCE: WASTE WATER

TRIBUTARY:

QUANTITY: 2.000 CFS

PRIORITY DATE: 12/22/1967

POINT OF DIVERSION:

T06S R13E S24 SWSE Within GOODING County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	3/15 11/15	2.000 CFS

PLACE OF USE: IRRIGATION Within GOODING County

T06S R13E S24	NESE	34.0	T06S R13E S24	NWSE	32.0
T06S R13E S24	SWSE	22.0	T06S R13E S24	SESE	32.0
T06S R13E S25	NENE	12.0			

132 ACRES TOTAL

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

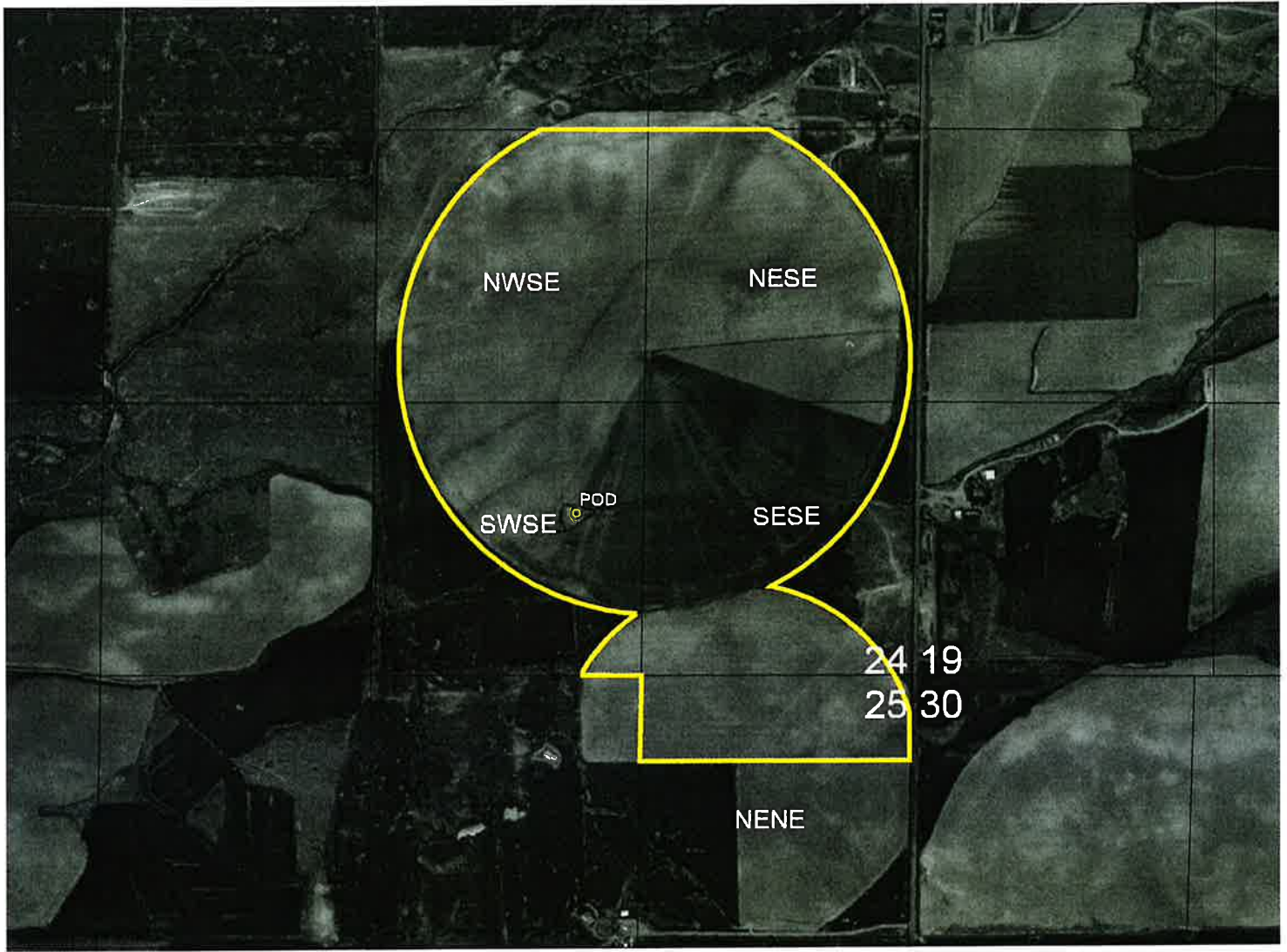
This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: Beneficial Use

The source of this right is waste water originally diverted by the North Side Canal Co.

Use of this right is combined with water from North Side Canal Co., Ltd.

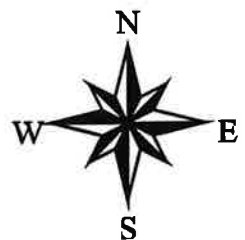
37-20273



800 0 800 1600 2400 Feet

T06S R13E S24 & S25

Reference Map
DOQQ dated 05/16/1992
Prepared by: CLF 09/16/03



IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 37-20273

09/09/2003

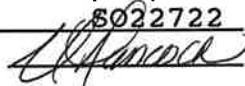
1

Water Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acre/Total	Name
37-507	Claim	06S	13E	24	NE	SE		IRRIGATION	40/3304.9	NORTH SIDE CANAL CO LTD
37-20273	Claim	06S	13E	24	NE	SE		IRRIGATION	33/132	PATTY HOOPER
37-507	Water Right	06S	13E	24	NE	SE		IRRIGATION		MULLINS CANAL & RESERVOIR CO
37-507	Claim	06S	13E	24	NW	SE		IRRIGATION	30/3304.9	NORTH SIDE CANAL CO LTD
37-20273	Claim	06S	13E	24	NW	SE		IRRIGATION	30/132	PATTY HOOPER
37-507	Water Right	06S	13E	24	NW	SE		IRRIGATION		MULLINS CANAL & RESERVOIR CO
37-507	Claim	06S	13E	24	SW	SE		IRRIGATION	30/3304.9	NORTH SIDE CANAL CO LTD
37-20273	Claim	06S	13E	24	SW	SE		IRRIGATION	30/132	PATTY HOOPER
37-507	Water Right	06S	13E	24	SW	SE		IRRIGATION		MULLINS CANAL & RESERVOIR CO
37-507	Claim	06S	13E	24	SE	SE		IRRIGATION	30/3304.9	NORTH SIDE CANAL CO LTD
37-20273	Claim	06S	13E	24	SE	SE		IRRIGATION	30/132	PATTY HOOPER
37-507	Water Right	06S	13E	24	SE	SE		IRRIGATION		MULLINS CANAL & RESERVOIR CO
37-507	Claim	06S	13E	25	NE	NE		IRRIGATION	22.6/3304.9	NORTH SIDE CANAL CO LTD
37-20273	Claim	06S	13E	25	NE	NE		IRRIGATION	9/132	PATTY HOOPER
37-507	Water Right	06S	13E	25	NE	NE		IRRIGATION		MULLINS CANAL & RESERVOIR CO

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: A37-20273
Date Received: 12/20/1999
Receipt No: 8022722
Received By: 

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: GRAHAM HOOPER
Address: 2225 S 1200 E
BLISS ID

208-837-4950

83314

OR

Name: PATTY HOOPER
Address: 2225 S 1200 E
BLISS ID

208-837-4950

83314

2. Date of Priority: DEC 22, 1967

3. Source: WASTE WATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
06S	13E	24	SW	SE			GOODING

5. Description of diverting works:

WATER COLLECTS IN POND MINGLES WITH CANAL WATER PUMPED TO SPKLRS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.000		

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

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
06S	13E	24	NE	SE		IRR	33.0

10. Place of Use: Continued

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
06S	13E	24	NW		SE		IRR	30.0
			SW		SE		IRR	30.0
			SE		SE		IRR	30.0
							Section Acres	123.0
		25	NE		NE		IRR	9.0
							Section Acres	9.0
							Total Acres	132.0

11. Place of use in counties: GOODING

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

13. Other Water Rights Used:
NORTHSIDE CANAL COMPANY SHARES

14. Remarks:
FEES FOR ACRES PAID BY NS CANAL COMPANY

15. Basis of Claim: BENEFICIAL USE

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 A37-20273Date Received 12-20-99Receipt Number SD 22722

NOTICE OF CLAIM

RECEIVED

DEC 20 1999

Department of Water Resources
Southern Region

TO A

WATER RIGHT

ACQUIRED UNDER STATE LAW

RECEIVED

DEC 17 1999

Department of Water Resources
Southern Region

Please type or print clearly

1. Name of Claimant (s) Graham or Patty Hooper Phone (208) 837-4950Mailing Address 2225 S, 1200E Bliss Idaho Zip 833142. Date of Priority (Only one (1) per claim) 1967 Dec 223. Source of water supply (a) Waste waterwhich is tributary to (b) sinks4. a. Location of existing point of diversion is: Township 6S Range 13E Section 24,SW 1/4 of SE 1/4, Govt. Lot, B.M., County of Hoovering

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. collects in existing pond +mingled with Northside Canal water, is used for
pubic irrigation

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For irrigation purposes from 3-15 to 11-15 amount 2.0 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 2.0 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
6S	13E	24													33	30	30	30	123
		25	9																9

Total number of acres irrigated 132

11. In which county (ies) are lands listed above as place of use located? Gooding

12. Do you own the property listed above as place of use? Yes X No _____

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.

North side canal co. shares or None ()

14. Remarks: fees for acres irrigated paid for by canal co.

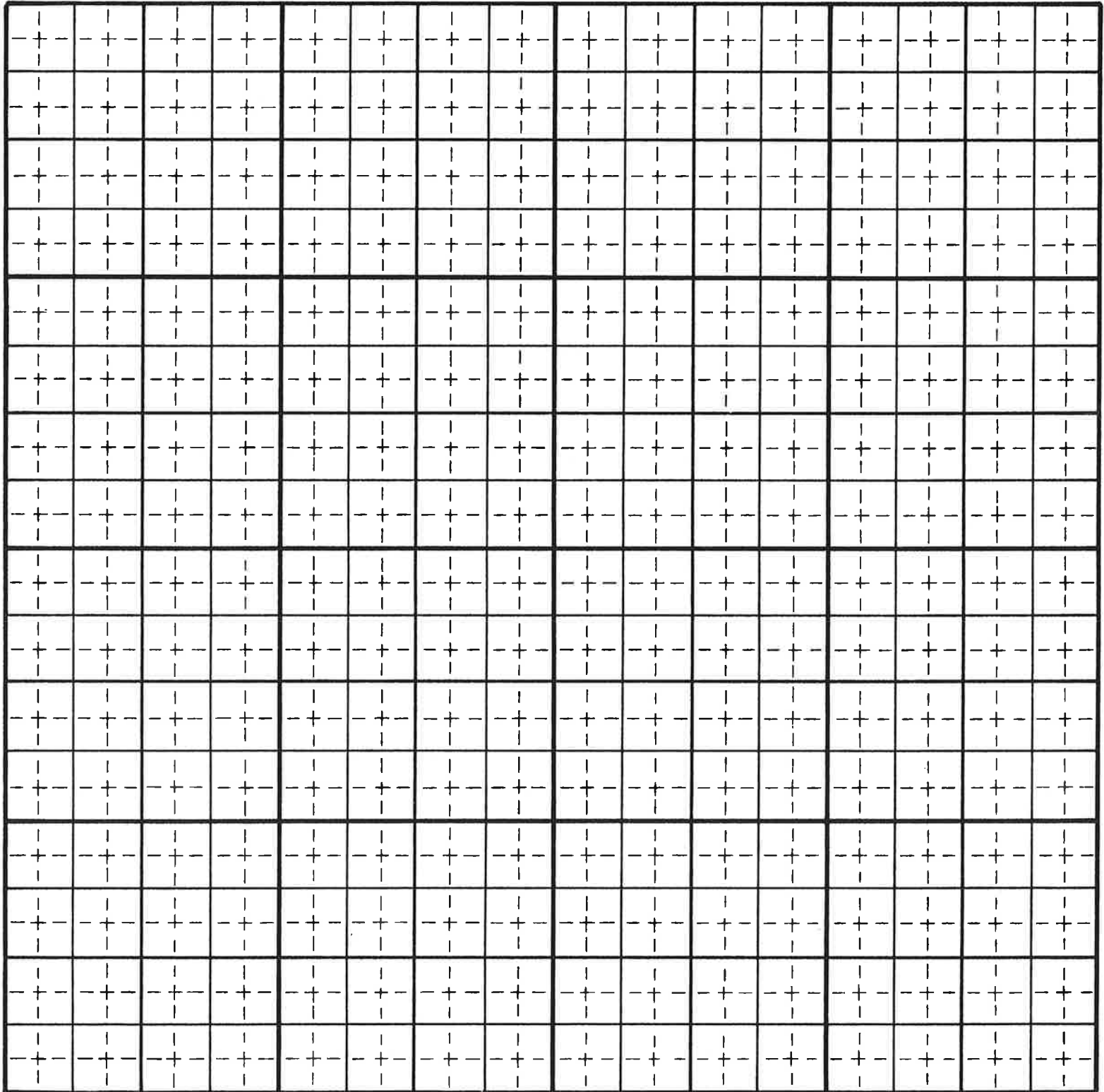
Last Name Hooper Ident No. A37-20273

Copies: White -State, Yellow-Claimant

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

SEE ATTACHED EXHIBITS



Last Name Hooper

Ident No A37-20273

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use X Posted Notice _____ License _____ Permit _____
Decree _____
If applicable provide IDWR Water Right Number none
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

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

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true
and correct.

Signature of Claimant (s) _____

Date 12-20-99

Date _____

For Organizations: I do solemnly swear or affirm that I am _____

Title

of _____, that I have signed the foregoing

Organization

document in the space below as _____

Title

of _____

Organization

and that the statements contained in the foregoing document are true and correct.

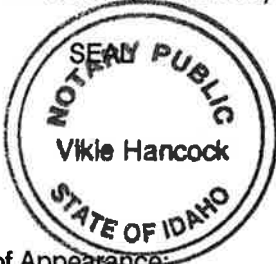
Signature of Authorized Agent _____

Title and Organization _____

Date _____

State of Idaho/or _____)
County of Swain Falls) SS.

Subscribed and sworn (or affirmed) before me this 20th day of December 19 99



Notary Public _____

Residing at _____

My Commission Expires _____

5-7-2003

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf
of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above
should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name Hooper Ident. Number A37-20273

Copies White-State, Yellow-Claimant

RECEIPT
For Monies Paid
to the
Idaho Department of Water Resources

Receipt No: 8022722

Date: 12/20/1999
Time: 14:24:19

Received
From: HOOPER, PATTY

Type of Payment

Program A cct

Amount

SRBA FEES	41503	337	1155	50.00
-----------	-------	-----	------	-------

CHECK 952

Total \$ 50.00

Region: SOUTHERN

Signature: 

A37-20273

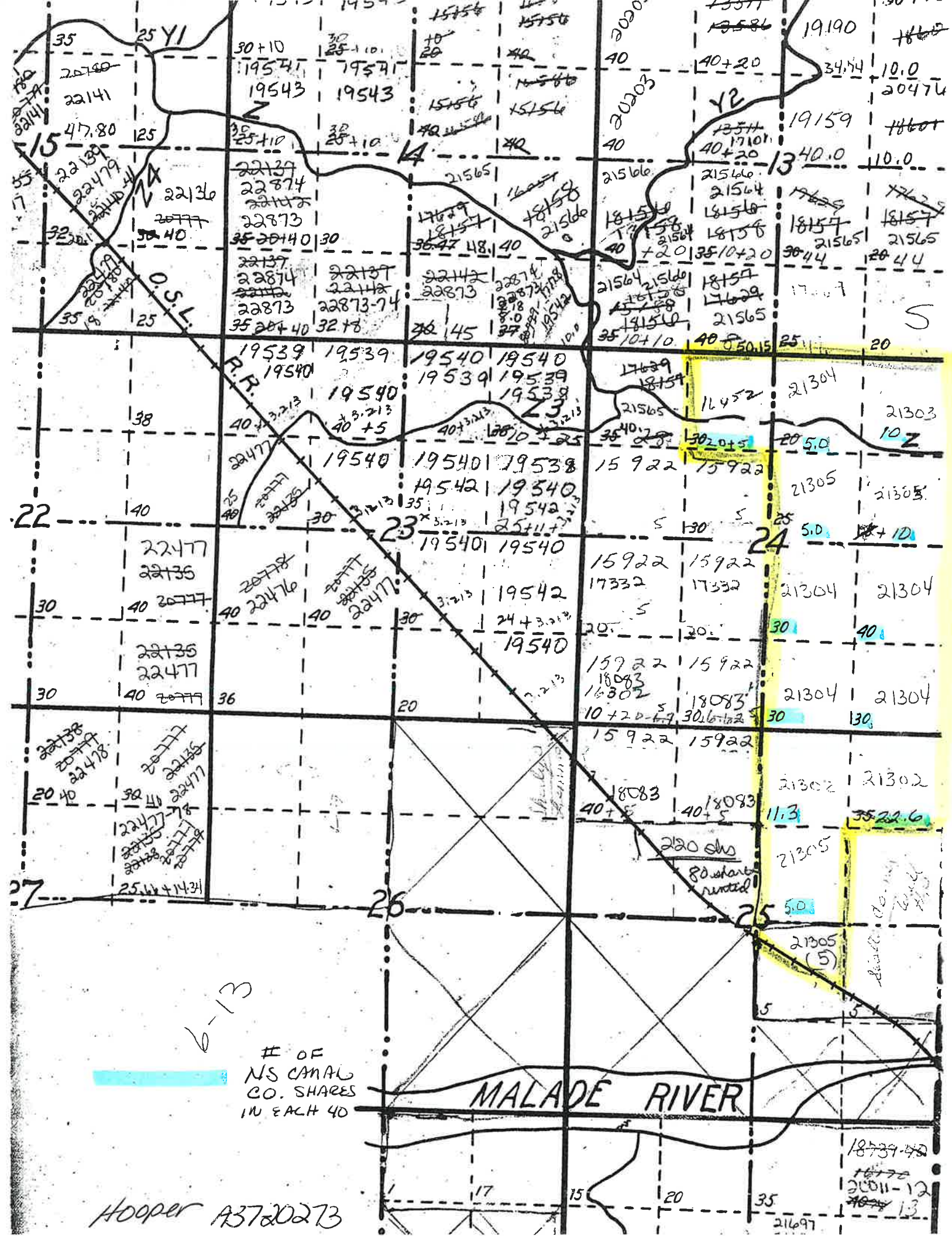
12-20-99

We purchased the George Utican ranch in 1967. He was using the available waste water at that time for both flood + sprinkle.

He had already set up one of the first sprinkler systems in the area.

I have decided to file on the waste water which enters my ranch from its east side.

Patty Hooper



HOOPER A37-20273

Handwritten annotations on the aerial photograph include:

- Blue circles containing the numbers 30 and 33.
- Blue arrows indicating directions or flow.
- Text: "F 1924", "Domestic", "G 17.7", "H 7.5", "J P/D 5.8", "place of use", "NE NE SEC 25", "9 ac 138 acres", and "PIVOT" (written twice).
- A large black silhouette of a person is superimposed on the center of the image.

AGREEMENT

THIS AGREEMENT entered into this 22 day of December, 1967, between GEORGE ULTICAN and HELEN ULTICAN, husband and wife, hereinafter designated as the SELLERS, and GRAHAM E. HOOPER and PATRICIA A. HOOPER, husband and wife, hereinafter designated as the BUYERS, WITNESSETH:

That for and in consideration of the sum of \$76,500.00 to be paid as hereinafter specified and in consideration of the covenants and agreements herein contained, the Sellers hereby agree to sell and convey and the Buyers hereby agree to purchase the following described real property in Gooding County, State of Idaho, to-wit:

E $\frac{1}{2}$, NE $\frac{1}{2}$ NW $\frac{1}{2}$ in Section 24 Township 6, Range 13
NW $\frac{1}{2}$ SE $\frac{1}{2}$ North of Highway and Railroad, N $\frac{1}{2}$ NE $\frac{1}{2}$,
SW $\frac{1}{2}$ NE $\frac{1}{2}$ in Section 25 Township 6, Range 13

(Pump and sprinkling equipment on the above said land and included included in said purchase price is valued at \$1,500.00)

1. PURCHASE PRICE. The Buyers in consideration of the premises, agree to pay to the Sellers for said property, the sum of \$76,500.00 at the times and in amounts as follows, to-wit:

(a) The sum of \$10,000.00 coincident with the execution of this agreement, receipt of which is hereby acknowledged.

(b) It is understood and agreed that there is an unpaid balance of \$7,584.30 owing to the Federal Land Bank of Spokane and the said sum is an encumbrance against the real property above described and it is further agreed that the Buyers are to pay to the Federal Land Bank of Spokane the sum of \$7,584.30 together with interest as same becomes due and payable and to receive therefore credit in like amount against purchase price above mentioned.

(c) The remaining unpaid balance of \$58,915.70 is to be paid as follows: The sum of \$2,945.78 to be paid on or before December 31, 1969, and a like payment of \$2,945.78 on the 31st day of December each year thereafter until unpaid balance is fully paid.

2. INTEREST. Interest will be paid on the deferred balance at the rate of 5% per annum from date hereof and said payments of interest are to be paid on the principal due date and in addition to the principal payments above mentioned. It is understood and agreed that the first payment of interest is to be paid on or before December 31, 1968.

HOOPER A37-20273

3. PLACE OF PAYMENT. The deferred balance of principal and interest to be paid to the Sellers hereunder shall be paid by the Buyers to the Sellers at the Idaho First National Bank of Wendell, Idaho, which said bank is hereinafter designated as the escrow holder.

4. RIGHT OF PREPAYMENT. Buyers have the privilege of making additional payments at any time but not to exceed the total sum of \$3,000.00 in any one calendar year. It is agreed, however, that at any time after December 31, 1977 that the Buyers may then pay to the Sellers the remaining balance of said purchase price providing, however, that in such event the Sellers will cause to have a calculation made which will show the amount of the additional income taxes imposed upon the Sellers by such reason of such pre-payment and it is agreed that the Buyers will pay to the Sellers in addition to the unpaid balance a sum equal to one-half of the amount of the increased income taxes imposed upon the Sellers.

5. TAXES. It is understood and agreed that all taxes and assessments levied or assessed against all of said property for the year 1967 and all prior years are to be paid by the Sellers. It is understood and agreed that all taxes and assessments levied or assessed against said property for the year 1968 and all subsequent years are to be paid by the Buyers. If the Buyers fail to pay the taxes on the property which they are acquiring from the Sellers hereunder as herein agreed by them to be paid before the same go delinquent, the Sellers may declare the Buyers in default under the terms hereof, after notice as hereinafter mentioned or may at Sellers' option make any payments deemed by them to be necessary to protect the title to the property herein sold, and such payment made by the Sellers shall be considered as a portion of the unpaid purchase price and shall bear interest at the rate of 5% per annum from date of payment until repaid by the Buyers and Buyers agree to pay the same upon demand.

6. POSSESSION. The Buyers shall be entitled to immediate possession of said property above described and to remain in possession so long as they comply with the terms of this agreement. It is understood and agreed, however, that the Sellers will remain on the property above described until the 1st day of July, 1968, and to do all things

necessary to plant crops and cultivate the land and that the Buyers are to pay to the Sellers such sums as are required for wages and farming expense.

7. WASTE. The Buyers covenant to commit no waste upon said premises and to permit no waste to be committed by others and further covenant to keep said premises free and clear of all mechanics' liens and all other liens of every kind and nature whatsoever, save and except current taxes.

8. ESCROW. It is hereby agreed that the Idaho First National Bank of Wendell, Idaho, is designated as the escrow holder. The Sellers agree that coincident with the execution of this agreement to place in escrow with the Idaho First National Bank, a copy of this agreement together with a Warranty Deed in standard form executed by the Sellers and conveying to the Buyers the real property above described free and clear of liens and encumbrances, with directions and instructions. Said escrow holder shall be and hereby is authorized and directed to deliver said deed to the Buyers upon their depositing in said bank to the credit of the Sellers the deferred payments of purchase price and interest above mentioned, at the times specified above and upon compliance with the other terms and conditions; OTHERWISE, said deed and all other papers held in escrow are to be returned to the Sellers.

9. REVENUE STAMPS. The escrow holder is authorized prior to the final payment to withhold sufficient funds with which to purchase the necessary revenue stamps and to place them on the above mentioned Warranty Deed.

10. TITLE INSURANCE. Sellers agree to purchase at their own expense and deliver to the Buyers a Title Insurance policy covering the above described real property in the amount of the purchase price above mentioned, guaranteeing marketable title to said property and to deposit said policy of Title Insurance, together with all other papers with the escrow holder above named.

11. INSURANCE. The Buyers agree to keep said property insured against any loss to the Sellers with a payable clause written in favor of the Sellers, and to deposit said policy of insurance with the escrow holder.

12. REMEDIES FOR DEFAULT. Time is agreed to be of the essence of said payments and of this agreement and of any subsequent agreement in relation hereto and

full performance by the Buyers of all their obligations hereunder, is and shall be a condition precedent to their right to a conveyance hereunder. In the event the Buyers fail to comply with any of the terms hereof, then the Sellers shall first give Buyers THIRTY (30) DAYS notice in writing specifying wherein the Buyers have failed to comply with the terms hereof and which said notice shall be delivered to the Buyers or may be sent to them by registered or certified mail, addressed to the Buyers at TUTTLE
LOAHO, which is hereby declared by the Buyers to be their usual post office address for the purpose of this agreement. If sent by mail, said notice shall be considered as served upon the Buyers the date it is deposited in the United States mails with postage prepaid, certified or registered and addressed as above mentioned. If the Buyers fail to correct said default within said thirty day period, then the Sellers may at their option, and without further notice, declare the whole unpaid balance of said purchase price immediately due and payable and proceed at once to recover the same or declare a forfeiture of all the rights of the Buyers under this agreement and of all of their interest in and to said property and the Sellers may thereupon take immediate possession of said property, retaining all sums theretofore paid by the Buyers under the terms hereof as the reasonable value for the use and occupation of said property during the time that possession of the same is retained by the Buyers hereunder, or the Sellers may at their option bring an action in equity or at law for specific performance with damages.

13. HEIRS AND ASSIGNS. The terms and conditions of this agreement shall extend and be binding upon the heirs, administrators, executors and assigns of the respective parties hereto.

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

Geo. Altman

Helen Altman
SELLERS

Graham E. Hooper

Patricia A. Hooper
BUYERS

STATE OF IDAHO)
) SS.
County of Gooding)

On this 22 day of December, 1967, before me, the undersigned, a Notary Public, in and for said State, personally appeared GEORGE ULTICAN and HELEN ULTICAN, husband and wife; and GRAHAM E. HOOPER and PATRICIA A. HOOPER, husband and wife, 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.

Phillip M. Becker
Notary Public for the State of Idaho;
Residing at Gooding, Idaho

105715

STATE OF IDAHO, COUNTY OF GOODING, ss.
Filed for record at the request of DOB
05 min. past 4 o'clock P M. this 6 day
of Jan, 19 84

MARGARET E. CLEMENTS Recorder
By Judy Daubner, Deputy
14.0

12. The escrowholder's collection fees shall be paid by the Sellers unless otherwise indicated herein by checking one of the following: ☐ BUYERS ☐ DIVIDED EQUALLY.

13. Enclosed are the following Documents to be placed in escrow:

1. Warranty Deed
2. Copy of Agreement
3. Title Insurance
4. Policy of Insurance

14. Check one: ☐ Buyers are given the privilege of prepaying any payment due under said contract at any time.
☒ Buyers are not given the privilege of prepaying any payment due under said contract at any time.

15. Interest at the rate of 5 % per annum shall commence December 22, 1967 and shall be computed on the unpaid principal balance to date of payment each time a payment is made.

16. Check one: ☐ all payments shall be credited first to the interest then due, and the balance to the principal.
☐ interest shall be paid in addition to principal payments.

17. When you have received the unpaid principal of \$ 58,815.70, and interest for Sellers, you shall deliver all of the above documents except the contract, subsequent assignments, supplemental agreements, and escrow instructions, to any of the Buyers, or his order, and, thereby, close your escrow.

18. You are, hereby, authorized to deduct from the final payment \$ sufficient to cover the cost of Federal Documentary Stamps to be affixed to the deed.

19. Until further written notice to you, signed by each of the Sellers, payments as received on this escrow shall be disposed of as follows:

Credit checking account of: _____

Credit savings account of: _____

Other Instructions: _____

20. Any instrument or document placed in escrow herewith at this time, or hereafter, is accepted upon the condition that the escrowholder may at its option for any reason, within 15 days from the deposit of such instrument, refuse to accept the same; in which event the escrowholder shall notify all parties hereto in writing of such refusal and shall return such instruments, together with the fee paid in connection therewith to the party or parties depositing the same.

21. The escrowholder shall have a lien upon all monies, papers and properties held by it in connection herewith for any fees, costs or expenses due it hereunder.

22. We have read the foregoing instructions, understand the contents thereof, and agree that The Idaho First National Bank, in the administration of this escrow, is bound only and solely by the foregoing written instructions, and such further written and signed instructions as we may, hereafter, deliver to said bank and the same be accepted by it.

IN WITNESS WHEREOF, The undersigned have hereunto set their hands and seals the _____ day of _____, 19____.

23. SIGNATURES:

COMPLETE ADDRESSES (Please print):

x Leo Altman
x Helene Altman
x William E Hooper
x Patricia A Hooper
x _____
x _____

x Guthrie Ida
x Guthrie Idaho
x Rt 1 Box 1036 Loomis Calif
x Rt 1 Box 1036, Loomis, Calif
x _____
x _____

24. The undersigned bank hereby acknowledges receipt of the documents and property described in the foregoing agreement, and agrees to hold and dispose of the same in accordance with the instructions and upon the terms and conditions above set forth.

Office, THE IDAHO FIRST NATIONAL BANK

Date Received: _____

By _____

CERTIFICATE

SHARES

Nº 6875

135.00

ISSUED TO

N. L. Moody

DESCRIPTION OF LAND

*30ac. lw SE; 70ac. E² SE; 30ac. nw SE
5ac. SE NE 24-6-13*

DATED

2/6/22

NO. ORIGINAL CERTIFICATE	NO. NEW CERTIFICATE	NO. ORIGINAL SHARES	NO. NEW SHARES
<i>5873 6088 6861 -</i>	<i>8250</i>	<i>1410.00 25.00 ~~1240.00~~ 30</i>	<i>135</i>

CONT. NO.

5266

See Sub 6873

with n/m

J. L. A.

3/1/22

[Signature]

Copy of said shares in

*name of Moody which was
delivered to above property
in 1922.*

[Signature]

*Asst. Sec'y
NSC*

HOOPER A37-20273

12-17-99

Appears to be
the former
owner of land
now claimed
on 37-20273

BEFORE THE STATE RECLAMATION ENGINEER
STATE OF IDAHO

RE APPLICATION NO. 37-7008)
R. H. DALTON,) PROTEST OF GEORGE ULTICAN
*****)

STATE OF IDAHO)
County of Gooding) ss.

George Ultican, being first duly sworn on oath, deposes
and says:

That he is the protestant herein. That he is and for
some time last past has been the owner of the following described
real estate, to wit:

E $\frac{1}{2}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ in Section 24, Twp. 6 S.
Range 13
NW $\frac{1}{4}$ SE $\frac{1}{4}$ North of Highway and Railroad, N $\frac{1}{2}$ NE $\frac{1}{4}$
SW $\frac{1}{4}$ NE $\frac{1}{4}$ in Section 25, Township 6 S. R. 13 E.B.M.
Gooding County, Idaho.

That the water to be diverted by R. H. Dalton by virtue of his
application No. 37-7008 consists largely of water entering this
affiant's premises from the East of said premises and after being
used by this affiant continues then through this affiant's premises
and to the point where the above application has been made to divert
the same; that this affiant and his predecessors in interest of the
property above described and owned by this affiant, have used said
water after the same has entered his premises, for a period of 45
years last past, for the purpose of irrigation, and he and his
predecessors in interest have during all of said period of time
made a beneficial use of said water; that the said use consisted
of using at least 1.00 cubic foot per second, and said water so used
is necessary for the proper irrigation of affiant's crops. That
by virtue of said use this affiant claims a right by prior approp-
riation to the use of said waters entering his premises in an amount

not less than one cubic foot per second with the priority date of 1922. That this affiant has no objection to the granting of the above mentioned permit so long as the same does not attempt or purport to interfere with this affiant's rights of appropriation as hereinabove set forth.

This affidavit is made in connection with this affiant's protest against the granting of a permit in connection with the above and aforesaid application.

Dated this 19th day of January, 1968.

Geo. H. H. H. H.

Subscribed and sworn to before me this 19th day of January, 1968.

W. L. H. H. H.
Notary Public for the State of Idaho
residing at Gooding, Idaho

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-20273

WATER RIGHT NUMBER: 37-20273

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	PATTY HOOPER 2225 S 1200 E BLISS, ID 83314 (208)837-4950
Current Owner	GRAHAM E HOOPER 2225 S 1200 E BLISS, ID 83314 (208)837-4950

Priority Date: 12/22/1967

Basis: Beneficial Use

Status: Active

<u>Source</u>	<u>Tributary</u>
WASTE WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	2.000 CFS	
	<u>Total Diversion:</u>	2.000 CFS	

Location of Point(s) of Diversion

WASTE WATER	SW1/4SE1/4	Sec. 24, Twp 06S, Rge 13E, B.M.
GOODING County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	13E	24													33.0	30.0	30.0	30.0	123.0
06S	13E	25	9.0																9.0

Total Acres: 132

Conditions of Approval:Remarks:

- General FEES FOR ACRES PAID BY NS CANAL COMPANY

Comments:

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 37-20273

Dates and Other Information:

Claim Received Date: 12/20/1999

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

State or Federal: S

Owner Name Connector: OR

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False