

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: A37-00748
Date Received: 9/28/1988
Receipt No: 5002586
Received By: Adm

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: LAWRENCE C. KIMBALL 208-823-4381
Address: P.O. BOX 275
CAREY, ID 83320

AND/OR

Name: DARLA M. KIMBALL 208-823-4381
Address: P.O. BOX 275
CAREY, ID 83320

2. Date of Priority: AUG 18, 1905

3. Source: FISH CREEK Trib. to: LITTLE WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
01N	22E	33	SE	NE	SE		BLAINE

5. Description of diverting works:
CONC. DIVERSION DAM TO STEEL PIPELINE FOR GRAVITY SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	1.600		

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

8. Total consumptive use is 250.0 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

A37-00748

Page 1

Date: 09/28/88

MICROFILMED
FEB 23 1993

10. Place of Use:

Township	Range	Section	1/4	of	1/4	Lot	Use	Acres
01S	22E	17	SW		NE		IRR	39.0
			SE		NE		IRR	40.0
			SE		NW		IRR	21.0

Section Acres 100.0

Total Acres 100.0

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:

37-01178 & 37-01179 AND SHARES IN CAREY VALLEY RES. CO.

14. Remarks:

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date:

POTTER, ET. AL.

Decree Plaintiff

vs

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

Number of attachments: 1

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Laurence C. Kimball Date: 9/28/88

Date: _____

State of Idaho)
County of Twin Falls) SS.

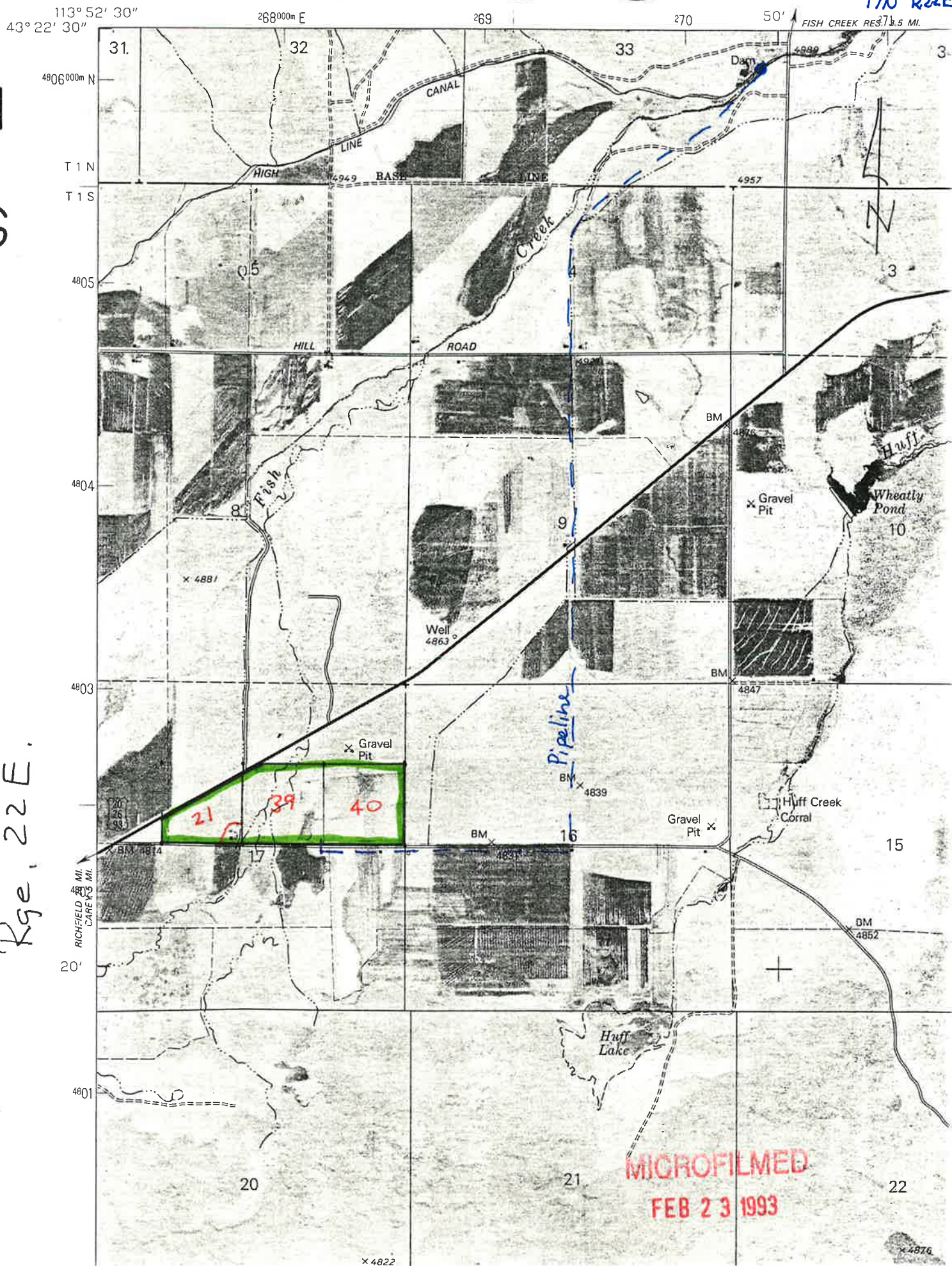
Subscribed and sworn (or affirmed) before me this 28th day
of Sept. 19 88
Al D. Merritt
Notary Public

Seal

Residing at Kimberly, Id
My Commission Expires 6/30/99

P/D SENSE
Ser 33
T/N R22E

Age 22 E.



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

In Re SRBA

Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR

Water Right 37-00748

NAME AND ADDRESS: DARLA M KIMBALL
LAWRENCE C KIMBALL
PO BOX 275
CAREY, ID 83320

SOURCE: FISH CREEK TRIBUTARY: LITTLE WOOD RIVER

QUANTITY: 1.60 CFS

PRIORITY DATE: 08/18/1905

POINT OF DIVERSION: T01N R22E S33 SENESE Within Blaine County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-15 TO 10-31	1.60 CFS

PLACE OF USE:	Irrigation	Within Blaine County
	T01S R22E S17	SENE 40.0
	SWNE 39.0	
	SENE 40.0	
	SENE 21.0	
	100.0 Acres Total	

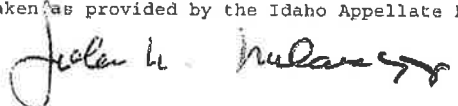
USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 100 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 37-1178 & 37-1179.

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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

**NOTICE OF ERROR
REPLY**

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

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: June 3, 2005

Water right number: 37-748

DARLA M KIMBALL
PO BOX 275
CAREY ID 83320
Telephone Number: (208)823-4381

LAWRENCE C KIMBALL
PO BOX 275
CAREY ID 83320
Telephone Number: (208)823-4381

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:

4/28/05

SIGNATURE:

Lawrence Kimball

Please print your name:

LAWRENCE Kimball

IDWR State Office, 322 E. Front St., P.O. Box 83720, Boise, ID 83720-0098

07/22/2004

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

RIGHT NUMBER: 37-748

NAME AND ADDRESS: DARLA M KIMBALL
PO BOX 275
CAREY ID 83320

LAWRENCE C KIMBALL
PO BOX 275
CAREY ID 83320

SOURCE: FISH CREEK

TRIBUTARY: LITTLE WOOD RIVER

QUANTITY: 1.600 CFS

PRIORITY DATE: 08/18/1905

POINT OF DIVERSION:

T01N R22E S33 SENESE Within BLAINE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 10/31	1.600 CFS

PLACE OF USE: IRRIGATION Within BLAINE County

T01S R22E S17	SWNE	39.0	T01S R22E S17	SENE	40.0
T01S R22E S17	SENE	21.0			

100 ACRES TOTAL

USE OF THIS RIGHT WITH THE RIGHTS LISTED BELOW IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 100 ACRES IN A SINGLE
IRRIGATION SEASON. COMBINED RIGHT NOS.: 37-1178 & 37-1179.

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.

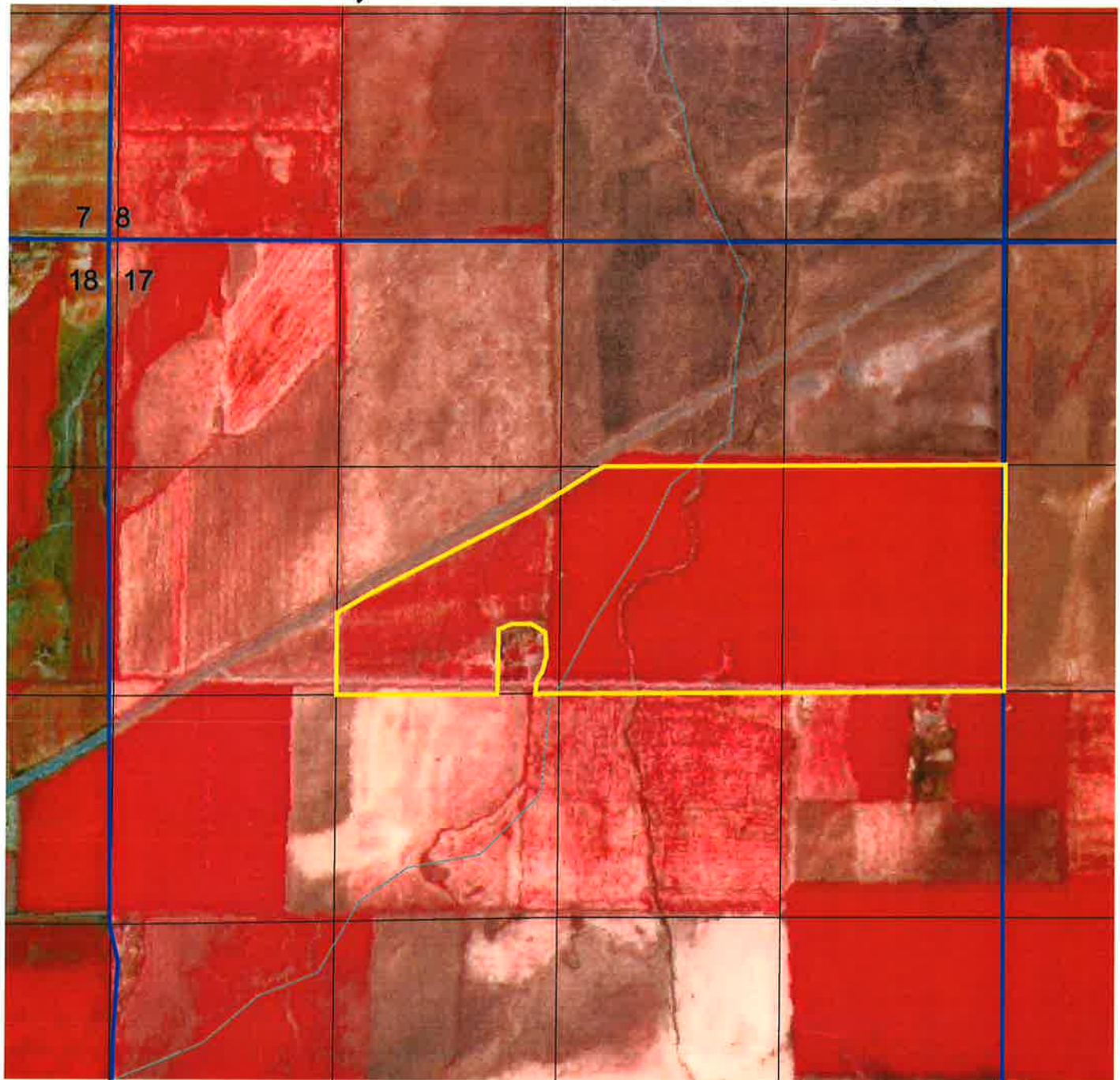
EXPLANATORY MATERIAL: Decreed

WATER IS DELIVERED THROUGH HIGHLINE CANAL.

USE OF THIS RIGHT IS COMBINED WITH WATER FROM FISH CREEK
RESERVOIR CO.

IDAHO DEPT OF WATER RESOURCES

37-748, 37-1178 & 37-1179



1320 0 1320 Feet

-  Basin 37 part 1-POU
-  Basin 37 part 1-POD
-  Ownership FED-Private
-  Streams
-  Section Lines
-  Quarter - Quarter lines

TWN: 1S
RNG: 22E
SEC. 17



GIS Place of Use Presentation
NAPP Aerial Photo 1987/1988
By Steve Clelland

Date: JULY 22, 2004

April 15, 2004

Att: Steve Clelland

I'm sorry I didn't get you this papers right away. There was a death in the family and I had to go out of town.

I am creating the bottom of the FHA Security Agreement that shows what was included with the property purchase.

the 1905 # is 37-00748 = 80"

1907 # is 37-01178 = 40"

and the property which was purchased by James Repcorn is:

1909# 37-01197 = 200"

Thank you,

Lawrence C Limball

SCANNED

MAY 19 2004

Position 1

B

Form FHA 440-15
(Rev. 10-12-72)UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATIONSECURITY AGREEMENT
(INSURED LOANS TO INDIVIDUALS)

I. THIS SECURITY AGREEMENT is made between the United States of America acting through the Farmers Home Administration (herein called Secured Party) and LAWRENCE C. KIMBALL, a single man,

and _____ (herein called Debtor), whose mailing address is
Carey, ID 83320

II. WHEREAS, Debtor is justly indebted to Secured Party as evidenced by a certain promissory note, herein called the note, dated May 31, 1978, for the principal sum of THIRTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 2,000.00 35,500.00 dollars (\$ _____),

with interest at the rate of FIVE percent (5 %) per annum, executed by Debtor and payable to the order of Secured Party; and

The note evidences a loan to Debtor in the principal amount specified therein, and Secured Party, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of Housing Act of 1949; and

When payment of the note is insured by Secured Party, Secured Party may retain the right to a specified portion of the payments on the note; and

A condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Debtor and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon Secured Party's request will assign the note to Secured Party; and

It is the purpose and intent of this instrument that, among other things, at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity security agreement to secure Secured Party against loss under its insurance contract by reason of any default by Debtor; and

NOW, THEREFORE, in consideration of said loan and (a) at all times when the note is held by Secured Party, or in the event Secured Party should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Debtor's agreement herein to indemnify and save harmless Secured Party against loss under its insurance contract by reason of any default by Debtor, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by Secured Party, with interest, as hereinafter described, and the performance of every covenant and agreement of Debtor contained herein or in any supplementary agreement:

DEBTOR HEREBY GRANTS to Secured Party a security interest in his interest in the following collateral, including the proceeds thereof:

650 feet of 8x50 pipe with valves; 650 feet of 6"x50" pipe with valves;
8x6 reducer; 6" end plug with ring lock; 132 5/32 nozzles on 40x50 spacing;
4 used hand lines; 1 Berkley pump model B-4 - H8-12 PTO; 500 feet of 5"
Main line and 2140 of 4" main line; 300 shares of Fish Creek reservoir water
Decree 1905-80", 1907-40", 1909-200"

FHA 440-15 (Rev. 10-12-72)

U.S. GOVERNMENT PRINTING OFFICE: 1976-669-789

SCANNED

MAY 19 2004

Call out: 6/2/04 8:30 AM w/ Lawrence Kimball

He reminded me of 30% shrink on Fish Cr.
Mail transfer form. He will send a letter to me,
for the excess water. He will take transfer
in to TF office

He says the 1883 water is only being delivered
at 30% of the decree due to low water &
beaver dams. Sent forms today ✓ sec

assuming 30% Loss:

$$XS \text{ flow: } 6.4 \text{ cfs} - (30\%) 1.92 = 4.48 \div 100 \text{ AC} = 0.0448 \frac{\text{cfs}}{\text{AC}}$$

12/19/03
SCL

37-748	8-18-1905	1.60 cfs
37-1178	7-25-1907	0.80 cfs
37-1179	1-16-1909	<u>4.0 cfs</u>
		6.40 cfs

decreed on 320 Acres this is 0.02 cfs/Ac
but claimed on 100 Acres = 0.064 cfs/Ac

This claimant does not own all the decreed lands.

Overlaps w/ Fish Creek Res. Co. POU.

? Consult w/ WM as to ownership & delivery amounts.
(This is the WM!!)

3/5/04 Laurence K. will send me deed showing all these right sold to this POU.
ask Legal: split of rights on parcels?
He sold east 40 w/ 200" of 1909 only!!

5/5/04 Prove ownership of all the right since
legal review he doesn't own all decreed lands.
w/ Nick Requires transfer to un-stack these rights.

5/27/04
SCL Fax of security agreement indicates the sale of all waters to L. Kimball on lands sold by FHA.
Review w/ Carter: ask Kimball to justify the excess flow needed here. All water appears to be high water use only and is used for limited times in Spring.

37-748
37-1178
37-1179
12-3-02 scc
draft
T1S R22E

deceased
Pou

8

deceased
Pou
"all 3 Rights"

deceased
Pou

17

SOLD

37-744A

37-741

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-748WATER RIGHT NUMBER: **37-748**

Owner Type Name and Address
 Current Owner GEO W EVINS

, ZZ

Priority Date: 08/18/1905

Basis: Decreed

Status: Active

Source Tributary
 FISH CREEK LITTLE WOOD RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	/ to /	1.600 CFS	
	<u>Total Diversion:</u>	1.600 CFS	

Location of Point(s) of Diversion

FISH CREEK

Place of Use

IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
01S 22E 8	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01S 22E 17	X	X	X	X	X			X							X	X	

*Claimed Acres*Conditions of Approval:Remarks:

1. General AC. IRRIG. NOT SPECIFIED. FARM = 320 AC.

Comments:Dates and Other Information:*decreed at 0.02 cfs/ac total*

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 37-748

Dates and Other Information:

Licensed Date:
Decreed Date: 12/16/1914
Water Supply Bank Enrollment Accepted:
Water Supply Bank Enrollment Removed:
Enlargement Use Priority Date:
Enlargement Statute Priority Date:
State or Federal:
Owner Name Connector:
Water District Number: 37U
Generic Max Rate Per Acre:
Generic Max Volume Per Acre:
Decree Defendant:
Decree Plaintiff:
Civil Case Number:
Judicial District:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Carey Act Number:
Mitigation Plan: False