

RECEIVED

AFFIDAVIT OF PUBLICATION

..... Gary D. Cash being first duly sworn, says he is the Office Manager of the IDAHO COUNTY FREE PRESS, a weekly newspaper which is published and issued weekly at Grangeville, Idaho County, State of Idaho, and which is of general circulation in said county and state; that the said notice, of which the one hereto attached is a true copy, was published in said paper for two weeks, being published two times, the first publication being on the 5th day of April, 1972, and the last publication on the 12th day of April, 1972; and that the said notice was published in the newspaper proper and not a supplement; that said newspaper has been continuously and uninterruptedly published in said county during a period of more than seventy-eight consecutive weeks prior to the first publication of said notice or advertisement.

Gary D. Cash

Subscribed and sworn to before me this 12th day of April, 1972.

Richard C. Hatch, Notary Public
for State of Idaho, residing at Grangeville, Idaho.

NOTICE OF CLAIM TO A WATER RIGHT

No. 78-4033

Notice is hereby given that R. G. Wallace, Pollock, Idaho has filed a claim to a water right established by diversion and application to beneficial use of 0.04 cubic feet per second of water from Little Salmon River, tributary to Salmon River with point of diversion in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 4, T. 22N, R. 1E, B.M., Idaho County.

The water is claimed to be used from May 1 to Oct. 1 for the irrigation of 2 acres with a priority of 1937; the place of use is within the W $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 4, T. 22N, R. 1E, B.M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, Statehouse, Boise, Idaho, 83707.

R. KEITH HIGGINSON
Director

Published in the Idaho County Free Press, Grangeville, Idaho on April 5 and April 12, 1972. A5-12

78 4033

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
WESTERN DISTRICT OFFICE



Cecil D. Andrus
Governor

R. Keith Higginson
Director

614 State Street
Statehouse — Annex 2
Boise, Idaho 83707
(208) 384-2190

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Waste Disposal Wells
Stream Channel Protection
Geothermal Resources

September 17, 1973

Mr. Roy L. Sullivan
Box 112
Riggins, Idaho 83549

Dear Mr. Sullivan:

This letter is pertaining to my visit to your property and that of others on August 8, 1973.

A review of the problem shows that you have a use right for your pond with a priority date later than other users on the ditch.

It is my opinion, however, that a release of water from your pond would only satisfy the problem for one day. The lowering of the pond level would allow some water to pass through the pond area, but only in limited quantities.

There was plenty of water available for appropriation from the Little Salmon River at the time of my visit. It would seem to me the whole problem lies in getting it through the ditch system. The inlet pipe and headgate are set too high above the stream bed to get sufficient head to pass the water down the ditch.

The headgate is permanently installed and lowering it would not be feasible. Therefore, I suggest that the creek cobbles be raised in such a manner as to provide an effective diversion dam to raise the water level at the outlet pipe from eight to twelve inches. This would increase the water level at your pond, which could be controlled by the headgate, and give everyone sufficient water for their needs and keep your pond full as well.

Sincerely,

KENNETH H. FOIT, P. E.
Western District Engineer

cc: R. G. Wallace
O. R. Kousouros
Joseph E. and Beatrice Young
A. B. Herman

78 4033

KHF:sv

Identification No. _____
Claim No. 78-4033
Map No. _____

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

CLAIM TO A WATER RIGHT

Established by Diversion and Application to Beneficial Use

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. **The filing of this claim does not confirm the water right but will serve for information purposes only.** It may, however, become the basis for future adjudication of the water right by the Court.

(Please refer to the instructions on the back of this form)

1. Name of claimant R. G. Wallace
post office address Pollock, Idaho

2. The point of diversion is in SE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 4 Township 22N
Range 1E B.M. located on Little Salmon River
(name of source)
tributary to Salmon River in Idaho County.

3. Dates of priority claimed: list the priority for each separate quantity that you claim. Priority dates should be based upon the earliest diversion of the water which has resulted in continued beneficial use since that time. If there has been an interval of five years or greater when the water was not beneficially used for the same purpose as originally appropriated, the priority that you claim should date from the time that the water was again beneficially applied following the period of non-use.

a. Date of priority claimed:

1937 amount: 0.04 c.f.s. or _____ acre feet
_____ amount: _____ c.f.s. or _____ acre feet
_____ amount: _____ c.f.s. or _____ acre feet
Total claimed 0.04 c.f.s. or _____ acre feet.

b. Explain the purpose for which the water has been used and the time during the year when you have used the right claimed:

use irrigation period of use from May 1 to Oct. 1 (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive).

4. Description of diverting works:

a. Surface water diversion dam and/or headgate: material is composed of 18" metal pipe with
headgate attached; length is _____ feet; height is _____ feet;
width at bottom is _____ feet; with at top is _____ feet; explain any increase in diversion capacity since structure was first built, giving dates and estimated capacities if known _____

b. Underground water diverting works: is well flowing or pumped _____; depth of well is _____ feet; diameter of well is _____ inches; type of pump is _____
capacity of pump is _____ g.p.m.; name and address of well driller is _____
_____;

Exact land description is as stated on the owners deed. A copy is enclosed

b. Do you get water through a ditch owned by several users? Yes If yes, give the name of the ditch

No name

No name _____ . The other users and their respective interests in the ditch are (if known) Roy Sullivan, Mrs. Opal Kosouros, A. B. Herman, Joe Young. The users have ~~almost~~ equal interests in the ditch.

6. Where water is used for stock watering, give number of each kind of stock watered None

7. Where water is used for domestic or municipal purposes give number of families served _____
name of town supplied _____

8. Where water is used for other purposes not above enumerated, give the nature of use, the extent of use, and any details regarding the initiation of the right or subsequent later expansion. Be as specific as possible, giving dates and quantities_____

9. Remarks: please explain any details of your claim which you feel need clarification or additional explanation

State of Idaho

County of Ada } ss.

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

Sworn to before me this 20th day of March 1972 Claimant

Residing at Paris, France

My commission expires Jan 19, 1973

For Department Use Only

Received by EB Date 20 Mar 1962 Exception filed by: Forwarded to Date
8192 claimant by:

Prelim. check by ACB Date 20 Mar 72

Fee received by ef Date 3-20-12 Fee \$ 10.00

Approved for publication by _____

Published in IDA. City. FREE PRESS Dates 4-5 & 4-12-72 78 400

INSTRUCTIONS

Your claim should set forth all necessary information to describe your claimed right. Failure to give enough information may make your claim of little value. Some of the items in the form may not apply to your situation. Please use additional sheets if space provided is not sufficient to fully answer the questions.

Paragraph No.

1. Give full name and post office address of person or company making the claim.
2. Describe the point of diversion by 40-acre subdivision. Give the name of the source, the drainage to which it is tributary if surface water, and the county in which the point of diversion is located. If there is more than one point of diversion, list others in the remarks section.
3. Give the priority dates and the quantities of water that you claim. You should accurately list the dates that you initiated each new use of the water. List separately the dates and amounts of water involved in each enlargement of the diversion. (Example: if you diverted 0.8 c.f.s. of water for irrigation on May 18, 1871, for the first time for use on 40 acres of land, and then later you enlarged the diversion by diverting an additional 0.4 c.f.s. of water to irrigate an additional 20 acres of land on June 1, 1901, your right should be described as follows:

Date of priority claimed:	May 18, 1871	amount:	0.8 c.f.s. or	_____	acre feet
	June 1, 1901	amount:	0.4 c.f.s. or	_____	acre feet
	Total claimed:		1.2 c.f.s. or	_____	acre feet

Since the water was used for irrigation between April 1 and October 31 on that particular farm, part b. would be completed as follows:

use irrigation period of use from April 1 to October 31 (both dates inclusive). If the water had been used for any other purpose, you would have described the priority date, amount, use, and period of use in a similar manner.

4. Describe the diversion works and explain any changes since the right was first initiated.
5. If the water is used for irrigation, give the total acreage and list the lands irrigated by 40-acre subdivisions and complete the other questions.
- 6, 7, & 8. Describe any other uses of water.
9. In the remarks section, give any information or details that you feel are not fully covered or that need clarifying. You might explain your operation, where the water is returned to if for an industrial or non-consumptive right, the condition and temperature of the returned water, and any other information to help explain your claim.

You may wish to include as a part of your claim, affidavits of witnesses who are familiar with your right and who have a personal knowledge of the circumstances which you have described in your claim. You may submit maps, drawings, certified copies of posted notices which may have been filed in the county courthouse, water measurement records, or any other document which you feel will support your claim.

Your claim will be advertised in a county newspaper for two weeks. Exceptions to your claim which dispute the water right that you have described may be received by the Department of Reclamation and you will be provided a copy of such exceptions.

The fee for filing this claim with the Department of Water Administration, Statehouse, Annex 2, Boise, Idaho, 83707, is \$10.00.

AFFIDAVIT OF PUBLICATION

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..... Gary D. Cash

Subscribed and sworn to before me this 12th day of April, 1972...

..... Richard C. Hatch, Notary Public
for State of Idaho, residing at Grangeville, Idaho.

78 4033

THE TITLE INSURANCE COMPANY

TITLE INSURANCE BUILDING • BOISE, IDAHO

Title Insurance Policy

Policy **Nº 10-7893**

\$2,500.00

Order No. 6065

THE TITLE INSURANCE COMPANY, a corporation (incorporated under the laws of the State of Idaho), hereinafter called the Company, for a valuable consideration paid for this policy of title insurance,

Does Hereby Insure

**G. LYLE JONES and MARY JEAN JONES, husband and wife; and
RUSSELL SCHOTT and GLORIA D. SCHOTT, husband and wife**

together with the persons and corporations included in the definition of "the insured" as set forth in the stipulations of this policy, against loss or damage not exceeding

TWO THOUSAND FIVE HUNDRED & NO/100----- dollars,
which the insured shall sustain by reason of:

1. Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or
2. Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown or referred to in Schedule B; or
3. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
4. Priority over any such mortgage or deed of trust of any lien or encumbrance upon said land existing at the date hereof, except as shown in Schedule B, such mortgage or deed of trust being shown in the order of its priority.

all subject, however, to SCHEDULES A and B, and the STIPULATIONS herein, all of which schedules and stipulations are hereby made a part of this policy.

IN WITNESS WHEREOF, THE TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this **21st** day of **March**, 1969, at **5 P. M.**

This policy not valid unless countersigned by

Inland Abstract Company

By **Joseph Montell**

INLAND ABSTRACT COMPANY

By **Joseph Montell**
FORM 101

THE TITLE INSURANCE COMPANY

By **John B. Bee** President

Attest **J. M. Epeneter** Secretary

78 4033

SCHEDULE A

The fee simple title to said lands, is at the date hereof, vested in:

G. Lyle Jones and Mary Jean Jones, husband and wife; and
Russell Schott and Gloria D. Schott, husband and wife

The land referred to in this policy is described as:

Twp. 22 N., Rge. 1 E. B.M., Idaho County, Idaho

Sec. 4: Part of $W\frac{1}{2}SW\frac{1}{4}$ described as: Commencing at the
quarter corner common to Sections 4 and 9
thence West 22 links
thence N.32°W., 200 links -
thence N.60°W., 400 links -
thence N.55°W., 200 links -
thence N.60°W., 400 links -
thence N.49°W., 1000 links -
thence N.37°W., 700 links -
thence S.84°W., 170 links to a certain iron pipe
in the ground
thence N.2°W., 232 links to corner No. 1
thence S.81°W., 432 links to corner No. 2
thence South along the east bank of the Little Salmon
River 300 links to corner No. 3
thence N.71°E., 449 links to the said iron pipe
corner No. 4 and the point of beginning

78 4033

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured in Paragraphs numbered 3 and 4 on page 1 of this policy.

1. Rights or claims of persons in possession or claiming to be in possession, easements, liens or incumbrances including material or labor liens, which are not shown by the public records; reservations in patents or state grants; or in acts authorizing the issuance thereof; mineral rights, water rights, claims or title to minerals or water.

2. Questions of location, boundary and area; overlaps and encroachments by improvements belonging to these or adjoining premises; all dependent upon actual survey for determination.

3. Assessments which are not shown as existing liens by the public records; taxes not yet payable; pending proceedings for vacating, opening or changing streets or highways preceding entry of the final ordinance or order therefor.

4. Any laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or limiting the height of improvements, or prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.

5. Taxes for the years 1966, 1967 and 1968, are delinquent. Taxes for the year 1969, not yet payable.

78 4000

STIPULATIONS

1. SCOPE OF COVERAGE

This policy does not insure against, and the Company will not be liable for loss or damage created by or rising out of any of the following: (a) defects, liens, claims, encumbrances, or other matters which result in no pecuniary loss to the insured; (b) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (c) defects, liens, encumbrances, or other matters created or suffered by the insured claiming such loss or damage; or (d) defects, liens, claims, encumbrances, or other matters existing at the date of this policy and known to the insured claiming such loss or damage, either at the date of this policy or at the date such insured claimant acquired an estate or interest insured by this policy, unless such defect, lien, claim, encumbrance or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy or appeared at the date of this policy on the public records; or (e) loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge; or (f) lack of power or capacity of the Insured Claimant to accept title to or legally enforce the insured interest. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

2. DEFENSE OF ACTIONS, NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED

The Company at its own cost shall defend the insured in all litigation consisting of actions or proceedings against the insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of said land in satisfaction of any indebtedness, the owner of which is insured by this policy, which litigation is founded upon a defect, lien, encumbrance, or other matter insured against by this policy, and may pursue such litigation to final determination in the court of last resort. In case any such litigation shall become known to any insured, or in case knowledge shall come to any insured of any claim of title or interest which is adverse to the title as insured or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, such insured shall notify the Company thereof in writing. If such notice shall not be given to the Company at least five days before the appearance day in any such litigation, or if such insured shall not, in writing, promptly notify the Company of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim which shall come to the knowledge of such insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Company shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure. The Company shall have the right to institute and prosecute any action or proceeding or do any other act which, in its opinion, may be necessary or desirable to establish the title, or any insured lien or charge, as insured. In all cases where this policy permits or requires the Company to prosecute or defend any action or proceeding, the insured shall secure to it in writing the right to so prosecute or defend such action or proceeding and all appeals therein, and permit it to use, at its option, the name of the insured for such purpose. Whenever requested by the Company the insured shall assist the Company in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding, to such extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorneys' fees incurred or expended by the Company, which may be recoverable by the insured in any litigation carried on by the Company on behalf of the insured. The word "knowledge" in this paragraph means actual knowledge, and does not refer to constructive knowledge or notice which may be imputed by the public records.

3. NOTICE OF LOSS, LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against the Company until after full compliance by the insured with all the conditions imposed on the insured by this policy, nor unless commenced within twelve months after receipt by the Company of such written statement.

4. APPORTIONMENT OF LOSS

Whenever the Company shall be obligated to pay a loss under the terms of this policy to an insured owner or purchaser by reason of a defect in the title to a portion of the area insured herein, liability shall be limited to the proportion of the face amount of this policy which the value of the defective portion bears to the value of the whole at the time of the discovery of the defect.

5. OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

The Company reserves the option to pay, settle, or compromise for, or in the name of, the insured, any claim insured against or to pay this policy in full at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the Company with respect to any litigation pending and subsequent costs thereof.

6. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, it shall be subrogated to and be entitled to all rights, securities, and remedies which the insured would have had against any person or property in respect to such claim, had this policy not been issued. If the payment does not cover the loss of the insured, the Company shall be subrogated to such rights, securities, and remedies in the proportion which said payment bears to the amount of said loss. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

7. OPTION TO PAY INSURED OWNER OF INDEBTEDNESS AND BECOME OWNER OF SECURITY

The Company has the right and option, in case any loss is claimed under this policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such insured the indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such insured shall at once assign and transfer to the Company, said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

8. PAYMENT OF LOSS AND COSTS OF LITIGATION, INDORSEMENT OF PAYMENT ON POLICY

The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Company for the insured, and in litigation carried on by the insured with the written authorization of the Company, but not otherwise. The liability of the Company under this policy shall in no case exceed the face amount of this policy less all payments made on account of principal of any indebtedness secured by the lien of any mortgage or deed of trust, the owner of which is insured by this policy, nor the actual loss of the insured and costs which the Company is obligated hereunder to pay, and in no case shall such total liability exceed the amount of this policy and said costs. All payments under this policy shall reduce the amount of insurance pro tanto, and payment of loss or damage to an insured owner of indebtedness shall reduce, to that extent, the liability of the Company to the insured owner of said land. No payment may be demanded by any insured without producing this policy for indorsement of such payment.

9. MANNER OF PAYMENT OF LOSS TO INSURED

Loss under this policy shall be payable, first, to any insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter any loss shall be payable to the other insured, and if more than one, then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one, to such insured ratably as their respective interests may appear.

10. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "named insured": the persons and corporations named as insured on page one of this policy;
- (b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which indebtedness is named herein as an insured, (2) any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule A or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality acquiring said land under an insurance contract or guarantee insuring or guaranteeing said indebtedness or any part thereof, and (4) any person or corporation deriving an estate or interest in said land as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured;
- (c) "land": the land described specifically or by reference in Schedule A and improvements affixed thereto which by law constitute real property;
- (d) "date": the exact day, hour and minute specified in the first page of this policy;
- (e) "public records": those public records which, under the recording laws, impart constructive notice of matters relating to said land.

11. WRITTEN INDORSEMENT REQUIRED TO CHANGE POLICY

No provision or condition of this policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, or an Assistant Secretary of the Company.

12. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its home office at 711 Bannock Street, Boise, Idaho.

**TITLE
INSURANCE
POLICY**


**THE TITLE
INSURANCE COMPANY**

*Issued
by*

**INLAND ABSTRACT
COMPANY**
GRANGEVILLE, IDAHO

78 4033

ACT
ION

N OWNER LAST NAME - WALLACE FIRST NAME - R. G.
N CITY - POLLOCK STATE - ID
N SOURCE - LITTLE SALMON RIVER TRIBUTARY OF - SALMON RIVER
N STAGE - STAIRY CLM PRIORITY - 06-01-1937 COUNTY - IDAHO TOTAL DIV. RATE - .0400CFS
N DIVERSION POINT - SESW 04 22N 01E
N FROM - 05-01 TO - 10-01 USE - IRRIGATION USE DIV. RATE - .0400CFS
N USE - IRRIGATION PLACE OF USE - Twn 22N Rng 01E SEC 04 TRACT NWSW TRACT SWSW

** W ** MISSING ACRES FOR IRRIGATION WATER USE
** W ** MISSING ACRES FOR IRRIGATION WATER USE

N REMARKS - AC. IRR.=2.

3/79

IDENT. NO. 78-4033

I D A H O D E P A R T M E N T O F W A T E R R E S O U R C E S

WATER RIGHT
DATA ENTRY LOG

[illegible]

- DATA ENTRY -

Record

Present Owner: _____

J. Right Basis (for adjudication claims A,B,C only):

7. Period of Use, Use, Diversion Rate/Volume:

from	to	for	purposes.	Amount

8. Use Code: A

[illegible]

9. A. Decree Name:

B. Decree Date:

10. Remarks: A. $ac, irr. = 2$.
B.
C.
D.
E.

11. Other Uses (Non-irrigation explanatory information):

12. Other Rights for Same Use:

13. A. Proof Due Date:

B. Date Permit Approved or Denied:

C. Protested Date:

D. Hearing Date:

E. Old Number:

F. Proof Made (P or blank):

G. Field Exam Made (P,R,F or blank):

H. Conditions of Approval: _____

14. Diversion Means (brief narrative):

July 17, 1973

Mr. Ray L. Sullivan
Box 112
Riggins, Idaho 83349

Re: Claim to a Water Right No. 78-4037
78-4040

Dear Mr. Sullivan:

Last year, you filed two claims for water from the Little Salmon River, which are apparently used for irrigation and recreation purposes.

Your first claim, No. 78-4037 is similar to claims filed by your neighbors (R. G. Wallace, O. R. Kousours, Joseph E. and Beatrice E. Young, and A. B. Hornum) with regard to priority date and use of water. I therefore assume that you agree that they have an equal right with you to use of the ditch for irrigation purposes.

Your second claim, No. 78-4040 is for a later priority use for recreation purposes in a three acre foot capacity pond. Because this right is apparently later than the claimed irrigation right which you share with your neighbors, you should understand that you have no right to hold any water in the pond if your neighbors are not receiving the water they need for irrigation. Any stoppage of the flow of the ditch to hold water in the pond which prevents your neighbors from using the water for irrigation purposes would probably be an unlawful interference with a valid property right. They could seek to have the court enjoin you from such action and to pay any damages sustained by them. I therefore suggest that you give this serious consideration before any future disputes arise.

Very truly yours,

R. KEITH HIGGINSON
Director

RKH:ujl

cc: R. G. Wallace, Puleck, Idaho 83347
O. R. Kousours, Box 196, Riggins, Idaho 83349
Joseph E. and Beatrice E. Young, Puleck, Idaho 83347
A. B. Hornum, Puleck, Idaho 83347
Idaho Dept. of Water Administration, Western District Office

78 4033

Aug. 3-1972

To whom it may concern:

I will state that my mother the late Mrs. Elgie Gotzinger gave Mr. A.B. Herman permission to clean and reconstruct a ditch across a piece of land owned by her at that time. Said land now owned by a Mr. Roy Sullivan.

Ditch was used to divert water from the Little Salmon river to irrigate land owned by Mr. Herman adjoining Mrs. Gotzinger's on the north. This piece of land is now divided and is held by the following. Mr. Joe Young, A.B. Herman, R.G. Wallace and Mrs. Opal Xonsouros.

To the best of my knowledge this ditch has been used every year for the past 35 years.

Firmen Gotzinger

Signed the 3rd day of August

78 4033 Wladze H. Overlander
Notary Public at Pollock, Ok

April 27, 1972

Re: Claim to a Water Right No. 78-4033

R. G. Wallace
Pollock, Idaho 83547

Dear Mr. Wallace:

The Department of Water Administration has completed the processing of your claim to a water right, and no further action is authorized under Sections 42-225a and 42-225b, Idaho Code. Your claim will be retained in our files and will be available at any time for use by you or the court.

As you are aware, the filing of your claim does not, in itself, guarantee you a water right; it only records and preserves the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included in your claim file, you may have that information or evidence added at any time. Please refer to your claim number when corresponding with this office.

We are enclosing, for your records, a copy of your claim. If you have any questions, or if we can be of further assistance, please feel free to call upon us.

Very truly yours,

Donald W. McBldowney
Appropriation Supervisor

DWM:bb
Enclosure: Copy of Claim

78 4033

March 24, 1972

Re: Application No. 79-7012 - L. M. Clary
Claim No. 78-4033 - R. G. Wallace

Idaho County Free Press
Box 267
Grangeville, Idaho 83530

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. In order to receive payment, the following certification must appear on the bill:

"I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

(signature of claimant)

Very truly yours,

Fred Eisenbarth
Appropriation Examiner

FE:CR

Enc: Legal Notices (2)

Not submitted
78 4033

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STATEMENT

IDAHO COUNTY FREE PRESS

COUNTY SEAT NEWSPAPER OF IDAHO COUNTY — FOUNDED JUNE 18, 1886

E. Q. AND J. L. OLMSTED
PRINTERS AND PUBLISHERS

Grangeville, Idaho ~~Apr. 12, 1972~~

State of Idaho
Dept. of Water Administration
Statehouse--Annex 2
Boise, Id 83707

DATE	INVOICE NO. / ITEMS	AMOUNT
Apr. 5-12	31 li, 2x times--Not. Claim. #78-4033	\$ 11.47

"I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid."

IDAHO COUNTY FREE PRESS

BY: Gary D. Cash
Gary D. Cash, Office Mgr.

78 4033

NOTICE OF CLAIM TO A WATER RIGHT

No. 78-4033

Notice is hereby given that R. G. Wallace, Pollack, Idaho

has filed a claim to a water right established by diversion and application to beneficial use of 0.04 cubic feet per second ~~acre feet~~ of water from Little Salmon River, tributary to Salmon River with point of diversion in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 4, T. 22N, R. 1E, B.M.,
Idaho County.

The water is claimed to be used from May 1 to Oct. 1 for the
irrigation of 2 acres
with a priority of 1937;
the place of use is within the W $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 4, T. 22N, R. 1E, B.M.

Any exception to this claim of water right may be filed with the
Idaho Department of Water Administration, Statehouse, Boise, Idaho, 83707,
~~on or before~~ _____.

R. KEITH HIGGINSON

Director

Published in the Idaho County Free Press, Grangeville, Idaho
on April 5 and April 12, 1972.

78 4033

**NOTICE OF CLAIM TO
A WATER RIGHT
No. 78-4033**

Notice is hereby given that R. G. Wallace, Pollock, Idaho has filed a claim to a water right established by diversion and application to beneficial use of 0.04 cubic feet per second of water from Little Salmon River, tributary to Salmon River with point of diversion in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 4, T. 22N, R. 1E, B.M., Idaho County.

The water is claimed to be used from May 1 to Oct. 1 for the irrigation of 2 acres with a priority of 1937; the place of use is within the W $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 4, T. 22N, R. 1E, B.M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, Statehouse, Boise, Idaho, 83707.

R. KEITH HIGGINSON
Director

Published in the Idaho County Free Press, Grangeville, Idaho on April 5 and April 12, 1972. A5-12

OK
3-30-72
JL

78 4033