

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 BEAR RIVER BASIN WATER SYSTEM

RECEIVED

DEC 07 2023

IDWR/Preston

CIVIL CASE NUMBER: 79576

Claim ID: 11-7841

Date Received: 12/12/23

Receipt No: P000678

Claim Fee: 8400 By: MB

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of claimant(s) KM Ranch, LLC Phone (435) 881-9617

Mailing address 3159 Paris Canyon Rd. Paris ID Zip 83261
Street or Box City State

Email address (optional) _____

2. Date of priority: (Only one per claim) 05/01/1884 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)

3. Source of water supply (Check one) Ground Water () or Other (☒) (a) Paris Creek

which is tributary to (b) Bear Lake Outlet

4. a. Location of point of diversion is: Township 14S, Range 43E, Section 18,
SW 1/4 of NW 1/4, Govt. Lot 2, BM, County of Bear Lake (Fuchs Ditch)

Parcel no. RP14S43E183000

Additional points of diversion, if any: 14S 43E S18 SWNW L2 (South ditch)

If available, GPS Coordinates _____

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

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

Govt. Lot _____, BM, County of _____

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

Govt. Lot _____, BM, 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.

Concrete headgate structure to Fuchs Ditch for flood irrigation. A broad-crested weir is used to measure flows in the ditch for all users. Fuchs Ditch delivers water to lands north of Paris Creek. A second ditch can deliver to lands south of Paris Creek.

6. Water is claimed for the following purposes:

(dates are inclusive MM-DD) (cfs) (acre-feet)

For Irrigation purposes from 05/01 to 09/15 amount 1.50 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 1.50 (cfs) and/or (b) _____ (acre-feet)

8. Non-irrigation uses; describe fully (e.g., Domestic: Give number of households served; Stockwater: Type and number of livestock, etc.) _____

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- 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	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
14S	43E	18	6.1	1.3	23.1	0.8	0.1			2.6									34

Parcel no(s). _____ Total number of acres irrigated 34

10. In which county(ies) are lands listed above as place of use located? Bear Lake

11. Do you own the property listed above as place of use? Yes (☒) No (☐)

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

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

Domestic ground water rights may also contribute to irrigation on this place of use. or None (☐)

13. Remarks (Include an explanation of the priority date selected):

Priority date is per decree. This right is a split of 11-75, decreed to Henry Fuchs.

The 1932 decree defines the priority dates and quantities, but it also outlines in detail the administration of all rights off Paris Creek, including an Exhibit A which is to be used to administer all rights during various times of the season and at different rates of stream flow. The decree also sets forth guidance on subordination of "meadow" rights to "agricultural" rights. Right 11-75 was decreed an "agricultural" right. A copy of the excerpts of the decree are attached with highlights of relevant language that are necessary for to the description and administration of this right.

Decreed POD is incorrect, which has been acknowledged by IDWR. Historical POD location is claimed herein.

Name of claimant(s) KM Ranch, LLC

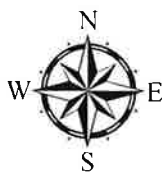
Claim ID _____



0 1,500 3,000 Feet

NAIP 2021

- POD
- POU
- Township & Range
- Sections
- QQs



Water Right Claim 11-7841

K.M. Ranch, LLC
Bear Lake County, ID

Paris' Creek

*See page 14 a for variable rights
except Power*

<i>Utah Power & Light Co.</i>	<i>70.cfs</i>	<i>{ yield to upstream appropriators</i>
<i>Price Lumber Co.</i>	<i>14.0cfs</i>	
<i>L. Fehr</i>	<i>16.0cfs</i>	<i>Yield to irrigation and Municipal Use.</i>

See page 18- land descriptions,

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Claim Based on 11-7841

11-E

Decree - Pioneer Irrigation & Manufacturing Company -vs- Southfield Ditch & Canal Co.,

et al & Louis W. Budge, et al -11-0066 thru 11-0088

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Claim Based on 11-7841

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BEAR LAKE

PIONEER IRRIGATION AND MANUFACTURING
COMPANY, a corporation,

Plaintiff,

-vs-

SOUTHFIELD DITCH AND CANAL COMPANY, a corporation,
SOUTHFIELD IRRIGATION COMPANY, a corporation, PARIS
RELIEF CANAL COMPANY, a corporation, DRY LAKE CANAL
COMPANY, a corporation, UTAH POWER AND LIGHT COMPANY,
a corporation, PARIS CITY, municipal corporation, J.
VIVIAN NYE, OTTO ROEMER, OAK B. BURNUS, HENRY FUCHS,
EMIL GRANDY, PRICE LUMBER COMPANY, a corporation, PARIS
MILLING COMPANY, a corporation, L. FERR, LESTER ALLRED
and WILLIAM CALDWELL, Mrs. J. W. COOK, MRS. W. G. HAYWARD,
DANIEL C. RICH, JACOB HESS, C. H. COOPER,

Defendants,

and

LOUIS W. BUDGE, CYRIL S. BUDGE, WILFORD W. BUDGE,
NEWELL R. BUDGE, TAFT P. BUDGE, EMILY M. RICH, FRANK
P. FOULGER, JESSE P. RICH, Executrix and Executors
of the Estate of Wm. L. Rich, deceased,

Substituted Defendants.

THIS CAUSE came further on to be heard before the
above entitled court upon the Amended Complaint of the plaintiff
and the Answers and amended cross-complaints of the respective
defendants and the Answers of the respective parties to the
various cross-complaints. Peterson & Clark and Leroy A. Young,
Attorneys at Law, appeared for and on behalf of the plaintiff,
Pioneer Irrigation and Manufacturing Company, a corporation,
D. E. Haddock, Attorney at Law, appeared for and on behalf of
Southfield Irrigation Company, J. Vivian Nye, Henry Fuchs, Emil
Grandy, Lester Allred, William Caldwell, and Southfield Ditch

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and Canal Company, and Louis W. Budge, Cyril S. Budge, Wilford W. Budge, Newell M. Budge and Taft P. Budge. Merrill & Merrill and D. E. Haddock, Attorneys at Law, appeared for and on behalf of Paris City, a municipal corporation, Merrill & Merrill, Attorneys at Law, appeared for and on behalf of Paris Relief Canal Company, a corporation, and J. Vivian Nye, Otto Mohner and Gustav Wielenman, successor in interest to Oak B. Burrus. Charles E. Harris, Attorney at Law, appeared for and on behalf of Paris Milling Company, a corporation, and L. Fehr. O. R. Baum, Attorney at Law, appeared for and on behalf of Price Lumber Company, a corporation. Jesse P. Mich, Attorney at Law, appeared for and on behalf of Emily M. Mich, Frank F. Foulger and Jesse P. Mich, Executrix and Executors of the Estate of Wm. L. Mich, deceased, J. W. Cook, Mrs. W. G. Hayward, Daniel C. Rich, Jacob Hess and C. E. Cooper, defendants and cross-complainants, and also for Dry Lake Canal Company, a corporation. George M. Corey and Clancy St. Clair, Attorneys at Law, appeared for and on behalf of Utah Power & Light Company, a corporation.

Thereupon the attorneys for the respective parties tendered to the Court and filed in said cause a written Stipulation signed by the parties litigant which said Stipulation, with the exception of the preface and the signatures, is in words and figures as follows, to wit:

I.

"That all pleadings herein shall be deemed to be amended to conform to the facts in this stipulation and all issues determined by the Court shall be deemed to have been framed and presented without the necessity of formal denials to affirmative allegations.

II.

"That the following named companies are corporations

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organized and existing under and by virtue of the laws of the State of Idaho, to wit: Pioneer Irrigation and Manufacturing Company, Southfield Ditch and Canal Company, Paris Relief Canal Company, Dry Lake Canal Company, Southfield Irrigation Company, Paris Lumber Company and Paris Milling Company; that Utah Power & Light Company, is a corporation organized under the laws of the State of Maine and lawfully entitled to do business within the State of Idaho as a foreign corporation; that Paris City is a municipal corporation duly organized under the laws of the State of Idaho.

III.

"That the parties to this action have, since the commencement of this suit, conducted certain experiments to determine a just and correct distribution of the waters of Paris Creek, with due regard to acknowledged priorities, and by reason of such experiments and use have agreed, amongst themselves, that the waters of Paris Creek should be distributed to the various users in accordance with a certain tabulation or chart attached hereto, marked "Exhibit A", and made part of this Stipulation, which chart is to be interpreted, limited and modified as explained in this stipulation.

In explanation of said chart or exhibit, it is agreed that the three tiers or rows of figures at the top thereof will be the flow of Paris Creek measured in cubic feet per second of time at the dates mentioned; that the vertical rows of figures under the rows of figures last above mentioned shall represent the amount of water that shall be measured to the various parties hereto, and to said suit, at the time that the flow of said creek is as indicated by the various horizontal rows of figures, and so on throughout the entire fluctuation of said stream.

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IV.

"It is agreed, however, that in the event the flow of said stream shall diminish below the amount of 20.88 cubic feet per second of time, that only those users shall participate therein who are entitled to the water when the stream measures 20.88 cubic feet per second of time, and that at lower stages of said stream the said users, so entitled to water at said height, shall receive from said stream the proportion of the flow thereof that they receive when said flow measures 20.88 cubic feet per second of time.

V.

"It is further agreed with reference to the so-called "meadow rights" that the decree to be subsequently entered herein shall provide that in any year at the request of the Paris Relief Canal Company made of the owners of said meadow rights one week in advance, the owners of said meadow rights will yield of their water to the said Paris Relief Canal Company sufficient quantity to give the latter company a full twelve foot flow in its canal, and that said chart shall always be so construed that if there is not sufficient water to supply the agricultural and meadow rights in full, the agricultural rights shall receive the full primary flow stated in the column to the left of the column in which the flow is measured and shall pro rate with the meadow rights on the balance.

VI.

"It is further stipulated that the total flow of the creek making up the total of the figures in the horizontal column of said chart shall be ascertained by adding the amounts of water turned into each and all irrigation ditches along the creek at various points of diversion plus also the amount used by Paris City in its pipe line, plus also the amount left in the stream after such diversions.

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VII.

"That the lands affected by this lawsuit, and particularly described in the pleadings of said ~~cases~~, are arid in character and require irrigation for the proper cultivation and for the profitable raising of crops thereon; that the water of said Paris Creek shall be used without waste, upon the lands of the various parties hereto, with the utmost care and economy and said water shall be so applied in such manner as will result in the highest possible duty; that the duty of water is hereby agreed to be fixed and determined at one miner's inch per acre.

VIII.

"That the various parties and corporations herein shall, if the same can be done without the interference of other rights, have the right, at their option, to combine their flows and regulate the waters awarded to the respective parties herein.

IX.

"That Right No. 4 of the Southfield Irrigation Company (Upper Southfield) is permitted under said exhibit to exceed one miner's inch per acre when the water of Paris Creek exceeds 54.22 cubic feet, for the reason that the water from the ditch of said company, when in use, flows easterly over a steep side-hill and into the ditch of the Southfield Ditch and Canal Company (Lower Southfield). That Right No. 6 of Wilford Budge and Right No. 7 of Wm. L. Rich Estate, et al, is permitted to exceed one miner's inch per second of time for the reason that the lands irrigated by said rights are lands along said Paris Creek with gravelly subsoil and a run-off into Paris Creek.

X.

"Rights Nos. 15a, 16, 17, 18 and 19, referred to on said Chart, are what are known as Meadow Rights and it is agreed that these rights shall be entitled to use the water as specified

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in said Chart prior to June 1st of each year, and that, if other agricultural rights so require, the last mentioned rights, to wit: Nos. 15a to 19 inclusive, shall yield one-half of their rights between the 1st day of June and the 15th day of June, and after the 15th day of June of each year all of said meadow rights shall yield and give preference to the other rights detailed in this stipulation.

XI.

"It is agreed that all parties claiming to own lands according to their respective complaints and cross-complaints are the actual owners thereof, with the limitations set forth in their several pleadings, and that the water has heretofore been applied to a beneficial use and for beneficial purposes upon said lands; that the points of diversion of said waters are as recited in the respective pleadings herein and the ditches and diversion works and conduits of the respective parties hereto are of sufficient capacity to carry the waters referred to in said Exhibit "A" to and upon said lands and to Paris City and the respective plants and mills of the users of said water for power purposes.

XII.

"That during the fall and winter of each year and when said water is not demanded for irrigation purposes, and irrespective of the quantities of water that might be flowing in Paris Creek, that there shall be permitted enough water to run in each of the main canals owned and controlled by the respective parties herein to provide water for livestock upon the farms under such canals.

XIII.

"That Paris City is entitled to the use of the water mentioned and designated in Exhibit "A" for irrigation, culinary

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being one-fiftieth part of a cubic foot per second.

(c) "Agricultural Rights" are intended to mean the right to the use of water upon the up-lands hereinafter described for the irrigation thereof in the production of domesticated and cultivated crops and for domestic and culinary purposes, during the irrigation season.

(d) "Meadow Rights" are intended to mean the right to the use of water during a portion of the irrigation season upon the low-lands hereinafter described by the process of flooding in order to produce "wild hay" or "natural meadow grass",

(e) "Power and Manufacturing Rights" are intended to mean the right to divert and use water for the generation of electric power and for the manufacture of grain products and the cutting of wood and the sawing of shingles and said rights are continuous throughout the year, save and except as the same are limited and curtailed during the irrigation season as particularly specified in this Decree.

(f) "Municipal Rights" are intended to mean the right of Paris City to divert and use for domestic, culinary, and irrigation purposes, the water hereinafter more specifically designated, determined and recited.

(g) "Domestic Rights" are intended to mean the right to divert and use water during the non-irrigating season for general domestic use including the watering of livestock upon the farms under such canals and for culinary purposes. Each agricultural right herein decreed shall include and imply as part thereof a domestic right to the use, during the non-irrigating season, of such of the waters allotted for irrigation purposes as are necessary for such domestic purposes and it shall be the measure of said domestic rights, and irrespective of the quantities of water that might be flowing in Paris Creek there shall always be permitted enough water to run in each of the main canals owned and operated by the City of Paris.

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or to make any beneficial use of said waters, or any part thereof which does not injure other appropriators.

IV.

That the various parties hereto, if the same can be done without the interference of other rights, shall have the right, at their option, to combine their flows and rotate the waters awarded to the respective parties herein;

V.

That the parties to this action, hereinafter particularly named, shall have the right to the use of the waters of Paris Creek and tributaries thereof, including all springs and other sources of supply, to be distributed to them during the irrigation season of each and every year in accordance with the following tabulation or Chart, designated "Exhibit A", and being in words and figures as follows, to wit:

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trolled by the respective parties herein to provide water sufficient to supply said domestic rights as herein defined.

(h) The "irrigation season" herein referred to shall be that portion of the calendar year beginning on the first day of May and closing on the 15th day of September of each year.

(i) Exhibit "A" is that tabulation herein referred to which shall govern the distribution of water to the agricultural rights, meadow rights, and municipal rights and is further defined interpreted and explained in the stipulation quoted above and is hereinafter further explained. The maximum aggregate amount of water fixed and mentioned in said exhibit has heretofore been appropriated and used by the respective parties mentioned in Exhibit A in

the proportions indicated by said Exhibit. If there should, at any time, appear to be a conflict between the stated priorities and rights of the respective parties, as hereinafter recited, and the rights described and measured by Exhibit "A", then and in that event the said Exhibit "A" shall control and said water shall be distributed in accordance with said Exhibit, provided however, that the aggregate duty of water will not exceed one minors inch per acre, except where otherwise provided herein, during the irrigation season, and where said Exhibit A indicates an amount of water in excess of one minors inch per acre said amount shall be deemed to apply to the head or amount of water permitted to be diverted when irrigating.

III.

The water allotted and decreed to the parties hereto for irrigation and meadow purposes is and shall be appurtenant to the lands upon which the same has been applied and used as hereinafter described; subject, however, to the rights of the appropriators or shareholders in any appropriating canal company to change the place of diversion or use as provided by law when no damages or injuries result to others,

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Co. Ft. till June 1st.	20.88	22.88	24.88	26.88	28.88	30.88	32.88	34.88	36.88	38.88	40.88	42.88	44.88	46.88	48.88	50.88	52.88	54.88	56.88	58.88	60.88	62.88	64.88	66.88	68.88	70.88	72.88	74.88	76.88	78.88	80.88	82.88	84.88	86.88	88.88	90.88	92.88	94.88	96.88	98.88	100.88
Co. Ft. till June 15th.	20.88	22.88	24.88	26.88	28.88	30.88	32.88	34.88	36.88	38.88	40.88	42.88	44.88	46.88	48.88	50.88	52.88	54.88	56.88	58.88	60.88	62.88	64.88	66.88	68.88	70.88	72.88	74.88	76.88	78.88	80.88	82.88	84.88	86.88	88.88	90.88	92.88	94.88	96.88	98.88	100.88
Co. Ft. during summer	20.88	22.88	24.88	26.88	28.88	30.88	32.88	34.88	36.88	38.88	40.88	42.88	44.88	46.88	48.88	50.88	52.88	54.88	56.88	58.88	60.88	62.88	64.88	66.88	68.88	70.88	72.88	74.88	76.88	78.88	80.88	82.88	84.88	86.88	88.88	90.88	92.88	94.88	96.88	98.88	100.88

1. Pioneer Irrig. & Mfg. Co.	9.00	8.00	10.21	11.41	12.61	13.84	15.04	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00	14.00
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Right No. 7 represents the following users of water on the north side of the creek channel to wit: J. W. Cook, Mrs. N. G. Hayward, Daniel C. Rich and W. W. Rich, and also common users on the south side (to wit) N. W. Rich, Jacob Hess and Mrs. C. H. Brown, and Daniel C. Rich.

These rights are owned by Otto Wöhrer, J. Vivian by the Duke

Curran and is used on the upper lands.
Right No. 15. This right is owned by Louis W. Budge, Cyril S. Budge, Wilford Budge and the water is used on the lower lands.

Rights 15, 16, 17, 18 and 19 shall be entitled to use the waters above specified until June 1st, of each year; that if assumed by other rights the said easement rights shall yield one-half of their said rights until June 15th, and on and after June 15th, of each year, said easement rights shall yield or give preference to the other rights.

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Exhibit "A" is to be interpreted and understood with reference to the stipulation hereinbefore recited, and with the following explanations and limitations, to wit:

(a) The three tiers or rows of figures at the top thereof will be the flow of Paris Creek measured in cubic feet per second of time at the dates mentioned; that the vertical rows of figures, under the rows of figures last above mentioned, shall represent the amount of water that shall be measured to the various parties hereto, and to said suit, at the time that the flow of said creek is as indicated by the various horizontal rows of figures, and so on throughout the entire fluctuations of said stream.

(b) The total flow of the creek making up the total of the figures in the horizontal column of said Chart shall be ascertained by adding the amounts of water turned into each and all irrigation ditches along the creek at the various points of diversion hereinafter specified, plus the amount of water used by Paris City in its pipe line and also plus the amount left in the stream after such diversions.

(c) In the event the flow of said stream shall diminish below the amount of 20.88 cubic feet per second of time, then only those users shall participate therein who are entitled to the water when the stream measures 20.88 cubic feet per second of time, and that at lower stages of said stream, the said users, so entitled to water at said height, shall receive from said stream the proportion of the flow thereof that they receive when said flow measures 20.88 cubic feet per second of time.

(d) Rights Nos. 15a, 16, 17, 18 and 19, referred to in the foregoing Chart or Exhibit "A", these being what are known as meadow rights, shall be entitled to the use of the

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waters as specified in said Exhibit prior to June 1st of each year and that, if other agricultural rights so require, the last mentioned rights, to wit: Nos. 15a to 19 inclusive, shall yield for the period between the 1st day of June and the 15th day of June of each year one-half of the water awarded said rights and after the 15th day of June of each year all of said meadow rights shall yield and give preference to the agricultural rights in order that the waters may be distributed to said agricultural rights in accordance with Exhibit "A".

(e) That said Chart shall always be so construed that if there is not sufficient water in Paris Creek at the various points of diversion to supply the agricultural rights and meadow rights in full then and in such event the agricultural rights shall receive the full primary flow stated in the column to the left of the column in which the flow is measured and shall pro rate with the meadow rights in the balance of the flow.

(f) If, in any year, during the time the owners of the meadow rights are using the water in accordance with the foregoing Chart, the Paris Relief Canal Company, or its successor, does not have sufficient water in its canal to give it a full twelve foot flow, then and in such event and upon request of the Paris Relief Canal Company made of the owners of the meadow rights one week in advance, the owners of said meadow rights will yield pro rata of said water to the said Paris Relief Canal Company, or its successor, sufficient quantity of water to give said Company a full twelve foot flow in its canal.

VI.

All rights herein decreed to the various parties hereto are decreed for the beneficial uses specified herein,

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and none of the parties hereto, or their successors in interest, shall have the right to divert any of the waters of said Paris Creek except for beneficial uses, and when every such use has ceased, such party or parties shall cease to divert, and shall have no right to divert the said waters, or any part thereof, and each and every of the parties hereto, their servants, attorneys, employees, and successors in interest, as aforesaid, are hereby enjoined and restrained from any and all interference with the diversion of said waters, except in the manner and to the extent, and for the purposes, provided in this decree, when such interference, diversion, or use would in any manner interfere with the diversion or uses of the waters awarded by this Decree to any of the other parties to this action.

VII.

The parties hereto, and their successors in interest, shall install efficient headgates, controlling works and measuring devices at their respective points of diversion, and all water herein allotted and decreed shall be measured at said points of diversion. All such devices shall be of such design as to permit accurate measurement of the water diverted and shall, at all times, be subject to the inspection of any of the parties to this action, or their successors, in interest and to the proper officers or watermasters having jurisdiction over the distribution and diversion of the waters of Paris Creek; provided, however, that in case of diversion to pipes for power or municipal purposes, measuring devices may be dispensed with where the quantity of water diverted may be otherwise determined by calculations based on other measurements.

VIII.

That the various persons and corporations, parties to this action, hereinbefore mentioned in Exhibit "A", together

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with certain additional parties using water for power and manufacturing purposes, together also with dates of original appropriation, respective points of diversion and a description of the lands upon which said parties are entitled to use said water (the quantities of water, irrigation, meadow, and municipal rights being fixed and determined in Exhibit "A"), are more particularly described as follows, to wit:

AGRICULTURAL RIGHTS

1.

PIONEER IRRIGATION AND MANUFACTURING COMPANY

Original Date of Appropriation: Point of Diversion

May 1, 1864

Being in Paris Creek in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Twp. 14 S. Range 43 E. B.M.

For Use Upon the Following Described Land:

Approximately 21 acres lying South of the ditch and east of the point of diversion hereinbefore described in Sec. 10, Twp. 14 S. R. 43 E. B. M.;

All that part of Sec. 5, Twp. 14 S. R. 43 E., B. M., lying East of said canal, consisting of approximately 270 acres;

All that part of Section 34, Twp. 15 S., R. 43 E., B. M. lying east of said canal and consisting of approximately 109 acres;

All of Section 35, Twp. 15 S. R. 43 E. B.M., except approximately 11 acres in the NW $\frac{1}{4}$ of said section, being approximately 629 acres;

All of lots 1, 2, 3 and the NE $\frac{1}{4}$ Sec. 36, Twp. 15 S. R. 43 E., B.M. consisting of approximately 274 acres;

All that part of Sec. 1, Twp. 14 S. R. 43 E. B.M. lying east of said ditch and susceptible of irrigation therefrom and consisting of approximately 200 acres;

All that part of Sec. 2, Twp. 14 S. R. 43 E. B.M. lying easterly from said canal and susceptible of irrigation therefrom and consisting of approximately 373 acres;

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SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 9 Twp. 14 S., R. 43 E., S. M., and running thence E 80 rods; thence N 80 rods; thence W 80 rods; thence S 80 rods to the place of beginning, containing in all 80 acres, according to the Government Survey thereof;

-9.-

PARIS CITY, a municipal corporation

Original Date of Appropriation:

May 1, 1884

For Use During Each and Every Day of the Calendar Year for municipal, domestic, irrigation, and culinary purposes and for sprinkling streets, springling and irrigating lawns and gardens and all other customary and usual municipal uses within the limits and boundaries of the said City of Paris, Idaho, a municipal corporation, the boundaries of which are described as follows, to wit:

Quantity Appropriated: 2.38 c.f.s.

Point of Diversion:

Being in Paris Creek in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 10, Twp. 14, S., R. 43 E., S. M.

Commencing at the NE corner of Sec. 2, Twp. 14 S., R. 43 E., S. M., and running thence S along the E line of Sections 2 and 10 a distance of 2 miles to the SE corner of Sec. 11, thence W along the S line of Sections 11 & 19 in said Township and range a distance of one and three quarters miles to the SW corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$ of said Sec. 10, thence E parallel with the W line of Sections 10 and 5 in said Township and Range a distance of two miles to the NW corner of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Sec. 5, thence East one and three quarter miles to the place of beginning;

-10.-

HENRY FUGES

Original Date of Appropriation:

May 1, 1884

For Use Upon the Following Described Lands:

Point of Diversion:

Being in Paris Creek in lot 2, Sec. 10, Twp. 14 S., R. 43 E., S. M.,

85.08 acres in the E $\frac{1}{2}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 17; and the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 18; Twp. 14 S., R. 43 E., S. M., com-

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taining 200 acres of land,
Also, lot numbered 2 and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and
the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 18,
Twp. 14 S., R. 45 E., S. M., containing
184.85 acres;

-11.-

OTTO ROHMER, ET AL

Original Date of
Appropriation:

May 1, 1890

Point of Diversion:

The lands upon which
the water decreed to
Otto Rohmer is to be
used, are described
as follows:

The lands upon which
the waters decreed to
J. Vivian Eys are to be
used, are described as
follows:

The lands upon
which the waters
decreed to Gustav
Wielenmann are to
be used are describ-
ed as follows:

- This right is owned by Otto Rohmer, J.
Vivian Eys, and Gustav Wielenmann, successor
in interest of Oak Burrus, having a common
point of diversion and a common ditch known as
the Wielenmann Ditch with the water therefrom
and Decreed herein divided between said parties
as follows, to wit: 2/5ths thereof to
Otto Rohmer; 2/5ths thereof to J. Vivian Eys
and 1/5th thereof to Gustav Wielenmann.

Being in Paris Creek at a point N 70° 00' West
3480 feet from the West Quarter corner of Sec.
18, Twp. 14 S., R. 45 E., S. M.

Forty acres located in SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 9, Twp.
14 S., R. 45 E., S. M.; and 50 acres in the SW $\frac{1}{4}$
SW $\frac{1}{4}$ of Sec. 10, same township and range; and 5
acres in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 16, same township
and range.

28 acres in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 9; 20 acres in
SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 10, and 5 acres in NW $\frac{1}{4}$ SW $\frac{1}{4}$ of
Sec. 10, all in Township 14 S., R. 45 E., S. M.

50 acres in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 16; 10 acres in
SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 9; 55 acres in SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 16,
52 acres in SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 16; 52 acres in NE $\frac{1}{4}$ NE $\frac{1}{4}$
of Sec. 16; the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 15 and 12 acres
in SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 10, all in Twp. 14 S., R. 45
E., S. M.

-55.-

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ing Company and the diversion works of the Southfield Ditch and Canal Company and Wilford Budge; and provided further, that this right shall never be so construed as to interfere with or diminish the rights of Paris City to the water herein decreed to it for the purposes stated in this Decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That this Court retain jurisdiction of this case for a period of Seven years from the date of the signing of this Decree for the purpose of correcting any typographical or clerical errors, inadvertences and/ or omissions, or misdescriptions of any of the Rights decreed. In all other respects, this Decree shall be final.

DONE IN OPEN COURT this 27 day of July, 1952.

Signed: JAY L. DOWNING
District Judge.

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Rocky Mountain
ENVIRONMENTALSM
ASSOCIATES, INC.

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December 7, 2023

RMEA 23-0059

Idaho Department of Water Resources
Preston Field Office
325 East 600 South, Ste 300
Preston, Idaho 83263-4921

Re: Bear River Basin Adjudication Claims – KM Ranch, LLC

Dear Ms. Marion Beck,

This letter accompanies a check for ten (10) Adjudication claims for the KM Ranch LLC, which were transmitted electronically. Also attached are worksheets summarizing the fee calculations for a total fee of \$316.

In addition to responses to be provided to the claimant, please copy Rocky Mountain Environmental Associates, Inc. (RMEA) at kristin.rmea@gmail.com with a copy of the receipt and copies of the first pages of each claim, showing the numbers assigned by IDWR.

Please contact our office with any questions regarding these applications.

Thank you,

Kristin Moore
Senior Water Rights Analyst

Enclosures: Check
 Fee Summary Tables

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Total	\$316.00
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Claimant:
Claim ID:

KM Ranch LLC
11-7841

De Minimis
De Minimis Stock (> 4th claim)
Non-De Minimis
Irrigation
Power Generation
Aquaculture
Dom. & Stock (>13k gpd),
Municipal, industrial,
commercial, mining, heating,
cooling
Public instream flow, public lake
level maintenance, wildlife
Fire protection
Groundwater recharge

Rate/Unit	Unit	# Units	\$ Amount
\$25 Claim		1	\$50.00
\$0 Claim		34	\$34.00
\$50 Claim			
\$1 Acre			
\$3.50 KW of Capacity			
\$10 cfs			
\$100 cfs			
\$100 cfs			
\$0 cfs			
\$0 cfs or afa			

\$84.00

Duplicate this worksheet once
for each claim.

Note:

Instructions for Form No. 4-3-1402-1

FILING FEES

Each claim submitted must include the filing fee. The filing fee for domestic and/or stockwater use claims diverting less than 13,000 gallons of water per day is \$25.00. However, if you are filing more than four (4) claims in which the only purpose of use listed is stockwater, only the first four (4) claims require the \$25.00 filing fee. All additional stockwater claims are fee exempt once the \$100.00 in filing fees has been paid for the first four (4) stockwater only claims filed after July 1, 2017.

The flat fee for filing all other claims filed is \$50.00 per claim. An additional variable filing fee based upon acreage, power generating nameplate capacity, cubic feet per second (cfs) amount, or an equivalent volume of storage water is required for claims for water uses other than domestic and/or stockwater uses diverting less than 13,000 gallons of water per day. Use Table 3 to calculate the variable fee. Add the calculated variable fee to the \$50.00 flat fee to determine the total fee for the claim. The exceptions are fire protection or ground water recharge which have a \$50.00 flat fee, and no variable fee.

Examples for a single claim to a water right with single source and same priority date:

Single family domestic and stockwater use, less than 13,000 gallons per day in total \$25.00
100 acres irrigation, domestic and stockwater as above \$150.00
Fish propagation, 4.2 cfs \$92.00
Multiple family domestic, 1.6 cfs, irrigation of yards and gardens, 14 acres \$224.00

TABLE 3. VARIABLE FEE SCHEDULE

Irrigation	\$1.00 per acre	Each acre is charged only once
Power generation	\$3.50 per kilowatt of capacity	Manufacturer's nameplate rating, or \$250,000.00, whichever is less
Aquaculture	\$10.00 per cfs	
Domestic, stockwater use in excess of 13,000 gallons per day	\$100.00 per cfs	
Municipal, industrial, commercial, mining, heating, cooling	\$100.00 per cfs	
Public instream flow, public lake level maintenance, wildlife	\$100.00 per cfs	
Exceptions: No variable fee is charged for fire protection or ground water recharge.		

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