

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

SEP 06 2024

CIVIL CASE NUMBER: 79576

Claim ID: 13-2116

Date Received: 9.6.24

Receipt No: P001269

Claim Fee: 155 By: RW

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

IDWR/Preston

Please type or print clearly

1. Name of claimant(s) H. Reed Geertsen & Bette F. Geertsen Phone (435) 752-7125
Mailing address 1255 N. 1400 E. Logan UT Zip 84341
Street or Box City State
Email address (optional) geerttheba@gmail.com
2. Date of priority: (Only one per claim) April 2, 1919 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
3. Source of water supply (Check one) Ground Water () or Other (X) (a) Spring
which is tributary to (b) Sinks
4. a. Location of point of diversion is: Township 13 S, Range 38 E, Section 28,
SE 1/4 of SW 1/4, Govt. Lot _____, BM, County of Bannock / Franklin
Parcel no. 346.01 Franklin county
Additional points of diversion, if any: _____
If available, GPS Coordinates 42.25903 - 112.02514 Approx.
- 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.
Piped from Spring to two holding tanks, then piped
from tanks to separate households. The old Oxford school
and LDS church were granted access to one of tanks.

6. Water is claimed for the following purposes:

(dates are inclusive MM-DD)

(cfs)

(acre-feet)

For Domestic purposes from 1/01 to 12/31 amount .03 or _____
 For Irrigation purposes from 1/01 to 12/31 amount .03 or _____
 For _____ purposes from _____ to _____ amount _____ or _____
 For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) .03 (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.) Domestic 3 households and ~~stockwater~~

9. Description of place of use:

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

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

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Parcel no(s). RPO 3047.00, RPO 3048.00, RPO 346.01, RPO 3047.01 Total number of acres irrigated 2

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

11. Do you own the property listed above as place of use? Yes (X) No ()
 If your answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.
My other spring or None ()

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

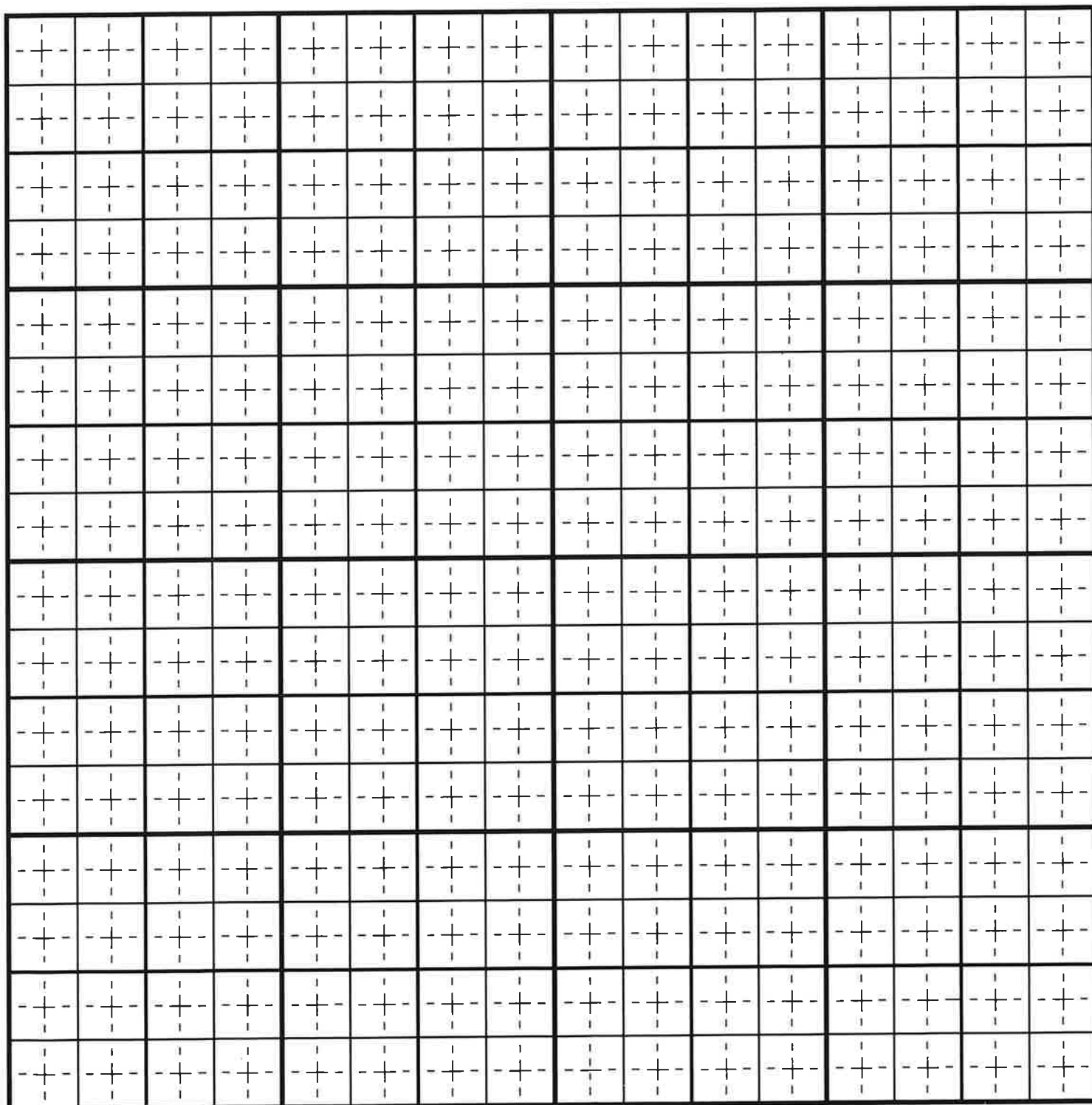
Beneficial use since April 2, 1919 (See attached letter dated April 2, 1927)

Also claimed under water right license (13-2116) Active filed by VR Fisher on 7-19-1928. This right was purchased by ^{me} from his son and daughter-in-law Russell and Eleanor Fisher on 9-10-1996. They purchased it from Cecil T. Fisher (VR Fisher's widow) on 8-10-1967

Name of claimant(s) H. Reed & Bette F. Geertsen Claim ID _____

Map of Project: Attach aerial photograph or topographic map showing clearly the point of diversion, place of use, section number, township, and range number, unless unavailable. Otherwise sketch the elements above on the grid below.

Scale: 2 inches equals 1 mile



Name of claimant(s) H. Reed & Bette F. Geertsen Claim ID _____

RD

14. Basis of claim (Check one) Beneficial Use ☒ Posted Notice () License ☒ Permit () Decree ()

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number 13-2116

15. **Signature(s)**

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

Number of attachments: _____

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) H. Reed Geertsen Date: 9-6-2024
Bette F. Geertsen Date: 9-6-2024

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

_____ of _____
Agent's title (Please print) Name of organization (Please print)

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

Signature of Authorized Agent _____ Date _____

Printed Name of Authorized Agent _____

16. **Notice of Appearance:**

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

Signature _____ Date _____

Address _____

Name of claimant(s) H. Reed & Bette F. Geertsen Claim ID _____

JONES, POMEROY & JONES
ATTORNEYS AND COUNSELLORS
CARLSON BLDG.
POCATELLO, IDAHO

April
Second
1927

Mr. V. R. Fisher,
Oxford, Idaho.

Dear Sir:

Referring to the proposition of furnishing water to a few of your neighbors, would advise that inasmuch as you have already acquired the right to this water by reason of some eight or ten years continuous use, we would not advise a filing at this time, for the reason that it might be construed as an abandonment of your present right and under the laws of this State you can acquire a good right to water by continuous use over a period of years.

With respect to furnishing the neighbors water, this is a little more complicated matter, and one in which you will probably have to take some chances. We see no reason why you cannot impound this water and furnish the same to your neighbors at a regular monthly rate, and it may be that where you furnish water for household and culinary purposes for a remuneration, the State Sanitary Inspector may require you to do certain things. This would be somewhat of a public service and probably would be under the control of the Utilities Commission or some other State governing body. Even then there could be no objections, as we can see, if the water was pure and the cistern or reservoir was not maintained adjacent to some out-buildings that would tend to contaminate the water. Of course, if this were the case, no doubt the State would require you to protect it.

All of these things should be carefully considered by you before you decide on the site for your reservoir. Of course, if the reservoir was constructed of concrete and properly covered, there probably could be no objection.

Another thing that might give you considerable annoyance would be the fact that after the water was piped, some of the users might not pay promptly and then the question of forcing collection or shutting off the water would come up. It would be a useless thing for you to undertake to force collection through the Courts, as the expense would many times eat up the amount due you and the only effective way would be to shut off the water and in this connection we would suggest that you have a joint contract with all of the users so that in order for any one of them to get the water, it would be necessary for all to pay.

JONES, POMEROY & JONES
ATTORNEYS AND COUNSELLORS
CARLSON BLDG.
POCATELLO, IDAHO

March
Twenty-ninth
1927

Page 2.

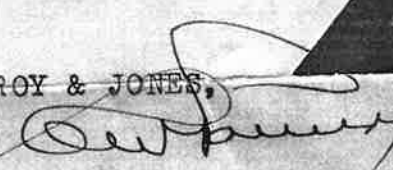
Mr. V. R. Fisher,
Oxford, Idaho.

With respect to the drawing of the contract, it perhaps will be necessary for you to either come to Pocatello, or to give us all the facts, together with the parties names, so that we can draw this form of contract for you.

If there is anything that we have omitted advising about in this connection, let us know and we will be very glad to take the matter up with you.

Yours truly,

JONES, POMEROY & JONES,

Per: 

CWP:L

Water Right Report : 13-2116(License/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	FISHER, V R		OXFORD	ID	

Water Right Status

Priority Date : 7/19/1928
Basis : License
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
SPRING			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
SPRING	13S	38E	28	0		SE	SW	BANNOCK	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	/	/	0.03 CFS	
DOMESTIC	/	/		
TOTAL			0.03 CFS	

Places of Use

[Printable View](#) [Pagged View](#)

Place of Use Legal Description : IRRIGATION (BANNOCK county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
13S	38E	28			SE	SW	2

Irrigation Totals

Total Acres Acre Limit
2.00

Conditions

Code Conditions

- AC. IRR. = 1.5.

Dates

Licensed Date : 10/16/1929
Decreed Date :
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargment Use Priority Date :
Enlargement Statute Priority Date :
Application Recevied Date:
Protest Deadline Date:

Other Information

State or Federal :
Water District Number : TBD
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False



Measure distance

Total distance: 503.36 ft (153.43 m)

Spring
42.25903 - 112.02514

MEMORANDUM OF AGREEMENT.

THIS AGREEMENT made and entered into this day of October, 1928, by and between V. R. Fisher and his wife Cecil Fisher, of Oxford, Bannock County, Idaho, the parties of the First part, hereinafter referred to as the sellers, and SCHOOL DISTRICT #2, of Bannock County, State of Idaho, the parties of the second part, hereinafter referred to as the ~~sellers~~, WITNESSETH:-
buyer

THAT FOR AND IN CONSIDERATION of the covenants and agreements hereinafter contained on the part of the respective parties hereto, the said sellers agree to sell to the buyer, and the buyer agrees to buy, a full, undivided one-half ($\frac{1}{2}$) interest in and to a certain spring and the waters thereof, situate in the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of section 28 Township 13 South, Range 38 East of the Boise Meridian, and located approximately five hundred (500) feet west from the present west line of the Oxford Townsite, and known as the Unnamed spring.

sale of the
In consideration of the/same to the buyer, and the execution of a good and sufficient deed thereto and a delivery thereof, conveying a marketable title thereto, to the buyer, by the seller, the said buyer agrees to and with the sellers, that they will develop or cause to be developed the said spring to increase the flow of water therefrom, and further agree that they will pipe or cause to be piped, all of the waters flowing therefrom from said spring to a reservoir to be located at some suitable place on the property of the said first parties, to be agreed upon by both parties; said ~~first~~ second parties further agrees that they will build or cause to be built said reservoir the dimensions of which shall be as follows, not less than twenty- (20) feet nor more than () feet long; not less than eight (8) feet nor more than () feet wide, and not less than five (5) feet nor more than () feet high, all of which measurements shall be taken from the inside of said reservoir. The cost of construction of said pipe line and said reservoir, and the development of said spring, shall be borne by the second party, and said buyer agrees to keep and maintain, at its own costs and expense, all of said works. For the purpose of carrying out the terms of this agreement, the said buyer shall have, and they are hereby given the right and privilege, at any time, to enter in and upon and over any and all of such portions of the property of the said first parties as may be necessary or expedient in carrying out the terms of this agreement.

IT is further mutually agreed that the title to said pipeline and reservoir shall remain in said School District No 2,;

It is further agreed that the said buyer, may for its own use and benefit, extend said pipe line from said reservoir over and upon or under the property of the said first parties to the boundary line thereof, and said first parties agree to convey to said buyer, a good and sufficient right-of-way over said lands and premises to enable said buyer to carry out the terms of this agreement.

IT IS FURTHER AGREED that said buyer will, at its own cost and expense provide such facilities or equipment as may be necessary to make an equal division of the waters of said spring ~~either at or above the~~ in the reservoir above mentioned.

The buyer further agrees, that upon the execution and delivery of the deed to ~~said land included in said right-of-way~~ and the said interest in said water, by the sellers, ~~the~~ as hereinbefore provided, that they execute and deliver to the sellers a marketable title to Four (4) shares or four (4) hours of water in the Oxford Creek.

IT IS UNDERSTOOD AND AGREED that after the signing of this agreement the same shall be submitted to the electors of said school district and if the same shall be approved by said electors of said school district, then and in that event the same shall immediately become binding upon the parties hereto, their heirs, executors, administrators and successors or assigns, but in the event the said electors of said school district shall reject the proposal in this agreement contained, then and in that event this agreement shall not become operative, and the parties hereto and each of them shall thereupon become relieved from performance hereunder.

IN WITNESS WHEREOF the parties have hereunto set their hands this day of October, 1928.

V. R. Fisher
Cecil Fisher
First Parties.
SCHOOL DISTRICT #2, Bannock County,
By W. F. Hardwick Chairman
Joyn Lloyd
D. G. Hatch
Board of Trustees.

STATE OF IDAHO)
COUNTY OF BANNOCK) ss.

On this 16 day of October, 1928, before me Annie C. Croshaw, a Notary Public, ~~an~~ and for the State of Idaho, personally appeared V. R. Fisher and his wife Cecil Fisher and W. F. Hardwick, John Lloyd, D. G. Hatch all of Oxford Idaho known to me to be the persons whose names are subscribed to the

QUIT CLAIM DEED

This Indenture, made this 10th day of August in the year, A. D., one thousand nine hundred sixty seven, between Cecil T. Fisher, a widow of the County of Franklin, State of Idaho, party of the first part, and Russell F. Fisher and sister, Lucille Franzen of the county of Franklin, State of Idaho, parties of the second part,

WITNESSETH:-That the said party of the first part, for and in consideration of the sum of Ten and no/100 (\$10.00) and other valuable consideration - DOLLARS lawful-money of the United States of America, to her in hand paid, by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quitclaim unto the said parties of the second part, and to their heirs and assigns forever, all that certain lot, piece, or parcel of land, situate, lying and being in Franklin County, State of Idaho, and bounded and particularly discribed as follows to-wit:

A certain water right with the State of Idaho, water license number 16934 of the Department of Reclamation, Boise, Idaho; to be diverted in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 28, Township 13 South, Range 38 E.B.M. Franklin County, Idaho; and would be used on the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 28, Township 13 South, Range 38 E.B.M.

To irrigate 1 $\frac{1}{2}$ acres and not to exceed 0.03 cubic feet per second.

Together with all and singular, the tenements, water rights, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion, reversions, remainder, and remainders, rents, the issues, and the profits thereof;

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed in the presence of

x Cecil T. Fisher

STATE OF IDAHO,)
County of Franklin,) ss.

On this 10th day of August in the year 1967, before me, Dell W. Smith a Notary Public in and for said County, personally appeared Cecil T. Fisher, a widow known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written. My commission expires 3/16/69

Seal

Dell W. Smith

Notary Public

Address Preston, Idaho

STATE OF IDAHO

County of Franklin--ss.

Recorded at the request of Dell W. Smith at 11:30 a.m., August 10, 1967.

Fee: \$1.50

C. L. Swenson: Ex-Officio Recorder

By Marilyn Swenson Deputy

LS
-- Compared --

An Agreement

Oxford, Idaho
July 11, 1982

1. This agreement between Ken ^{and} Lucille Frouzen and Russell ^{and} Eleanor Fisher serves to clarify ^{and} correct omissions in Warranty Deeds (Lucille to Russell and Russell to Lucille) executed and recorded on July 9, 1982, until such time as the provisions set forth below can be incorporated in deed or other suitable permanent legal document.
2. On April 24 1960, Mother Fisher deeded to "Russell or Lucille", her real property at Oxford consisting of a yellow brick home and the lot on which it is located (warranty Deed 106097). Also by a Quiet Claim Deed (no. 121195) Aug 10, 1967, she transferred to both of them an equal and undivided interest in the Unnamed Spring (Idaho license NO. 16934).
3. Each one of us clearly understands and hereby agrees that the yellow brick home and other structures on the lot that Lucille deeded to Russell on July 9, 1982 should have been included in that same deed and that action will be taken to correct this oversight.
4. It is also agreed that both Russell ^{and} Lucille shall continue to own an equal and undivided interest in the water from the Spring referred to in para 2 above for their respective homes and for irrigation purposes.
5. It is furthermore agreed No oversights and/o omissions referred to above shall be corrected.

Agreement - 11 July 1982 (cont.)

by deed or other appropriate legal means
within ninety (90) days.

Lucille Franzen
LUCILLE FRANZEN

Russell E. Fisher
RUSSELL E. FISHER

Kendall E. Franzen
KENDALL E. FRANZEN

Eleanor Y. Fisher
ELEANOR Y. FISHER

WITNESS

ECIL FISHER
ECIL FISHER

221803

WARRANTY DEED

Recorded at the request of

Reed Geertsen

For Value Received LUCILLE F. FRANZEN, Trustee
of the K. and L. Franzen Family Trust

3:25
a.m. MAY 21 2003 p.m.

V. ELLIOTT LARSEN, RECORDER
By Camille Larsen Deputy
FRANKLIN COUNTY, IDAHO

the grantor, does hereby grant, bargain, sell and convey unto

H. REED GEERTSEN AND BETTE F. GEERTSEN
Husband and wife,

whose current address is 1255 North 1400 East
Logan, Utah 84341

the grantees, the following described premises, in Franklin County Idaho, to wit:

Township 13 South, Range 38 East of the Boise Meridian

Section 28: Commencing at the Southwest corner of LOT FOUR (4), BLOCK FOUR (4) of the recorded Townsite map of OXFORD, IDAHO, which bears from the South Quarter corner of Section 28, North 571 feet distant to the POINT OF BEGINNING; thence running North along the West boundary of said LOT FOUR (4) 10 feet; thence South 78° 02' 11" East 334.97 feet to a point in the East boundary line of said LOT FOUR (4); thence South 14° 00' West 10 feet; thence West approximately 331.9 feet to the place of beginning.

Together with one-half interest in an unnamed Spring (Idaho License No. 16934) with the EXCEPTION of a one (1) inch, gravity-flow waterline connected to a pipeline from the above unnamed Spring, and a one (1) inch gravity-flow irrigation waterline connected to an overflow tank, which captures overflow from the above unnamed Spring.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owner in fee simple of said premises, they are free from all encumbrances

and that she will warrant and defend the same from all lawful claims whatsoever.

Dated: May 21, 2003

Signature of Grantor Lucille F. Franzen

STATE OF IDAHO, COUNTY OF FRANKLIN

On this 21st day of May, 2003,
before me, a notary public in and for said State, personally appeared

LUCILLE F. FRANZEN

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Kent Thompson
Notary Public

Claim 13-2116



0 0.02 0.04 0.08 Miles