

**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**

CIVIL CASE NUMBER: 79576

Claim ID: 11-74

Date Received: 12/11/23

Receipt No: P000685

Claim Fee: 288.00 By: mb

DEC 11 2023

IDWR/Preston

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

Please type or print clearly

1. Name of claimant(s) City of Paris Phone (208) 945-2253
Mailing address PO Box 364 Paris ID 83261
Street or Box City State Zip
Email address (optional) cityofparis@dcdi.net, kristin.rmea@gmail.com
2. Date of priority: (Only one per claim) May/1/1864 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
3. Source of water supply (Check one) Ground Water () or Other (✓) (a) Paris Spring
which is tributary to (b) Paris Creek
4. a. Location of point of diversion is: Township 14S, Range 42E, Section 13,
NE 1/4 of NW 1/4, Govt. Lot _____, BM, County of Bear Lake
Parcel no. _____
Additional points of diversion, if any: _____
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.

Pipeline intake at spring, with pipeline to the City.

6. Water is claimed for the following purposes:

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

For Municipal purposes from 1/1 to 12/31 amount 2.38 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 2.38 (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.) All municipal uses within City of Paris

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	
13S	43E	35											M						
		2	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	
		3	M	M	M	M	M			M	M			M	M	M	M	M	
		10	M	M	M	M	M			M	M			M	M	M	M	M	
		11	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	
		14						M											

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

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.

Private domestic GW rights. Irrigation company rights. Possible other private rights. 11-66b irr. or None ()

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

- 1) Priority date per decree.
- 2) Claimed source is not an accomplished change but a clarification and correction of the original record, per attached narrative.
- 3) Despite the specific tabulation in Item 9, the Place of Use is the City Limits of the City of Paris..
- 4) The special "Schedule A" and related provisions from the original decree are necessary to the description and administration of this right, including the preference of "Schedule A" over strict priority, proportional delivery in times of shortage and the subordination of "Meadow Rights" in certain circumstances.
- 5) Attachments include:

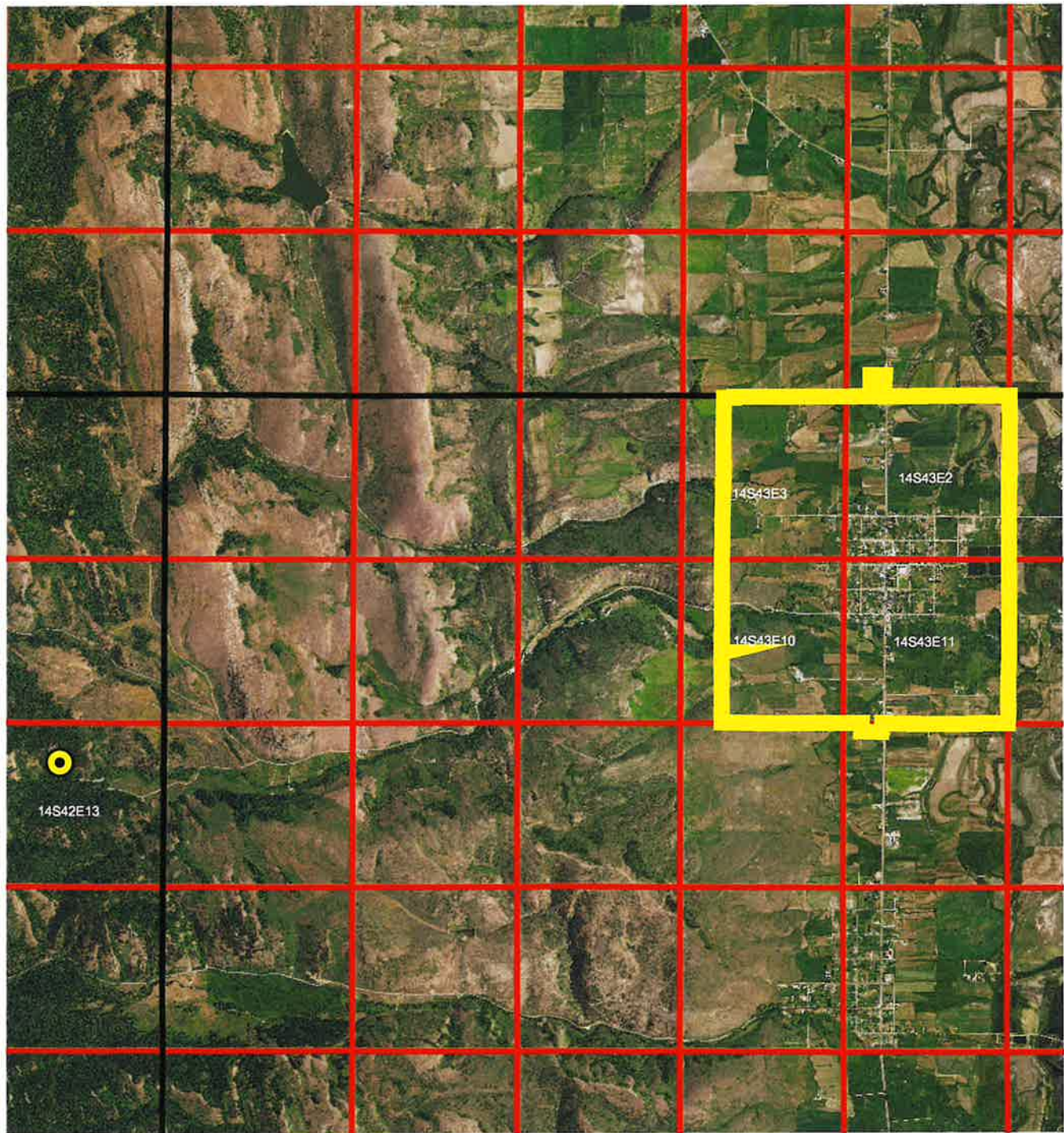
Source narrative.

Place of Use narrative.

Annotated decree excerpts.

Name of claimant(s) City of Paris Claim ID _____

Map of Project - Overview



5000 0 5000 10000 Feet



POD



Place of Use



PLSS Township



PLSS Section

Base Map 2021 NAIP

Prepared by Rocky Mountain Env.
Assoc., Inc.

Claimant(s): City of Paris

Claim No. _____

Map of Project - Point of Diversion Detail



600 0 600 1200 Feet

- POD
- PLSS Township
- PLSS Section
- PLSS QQ

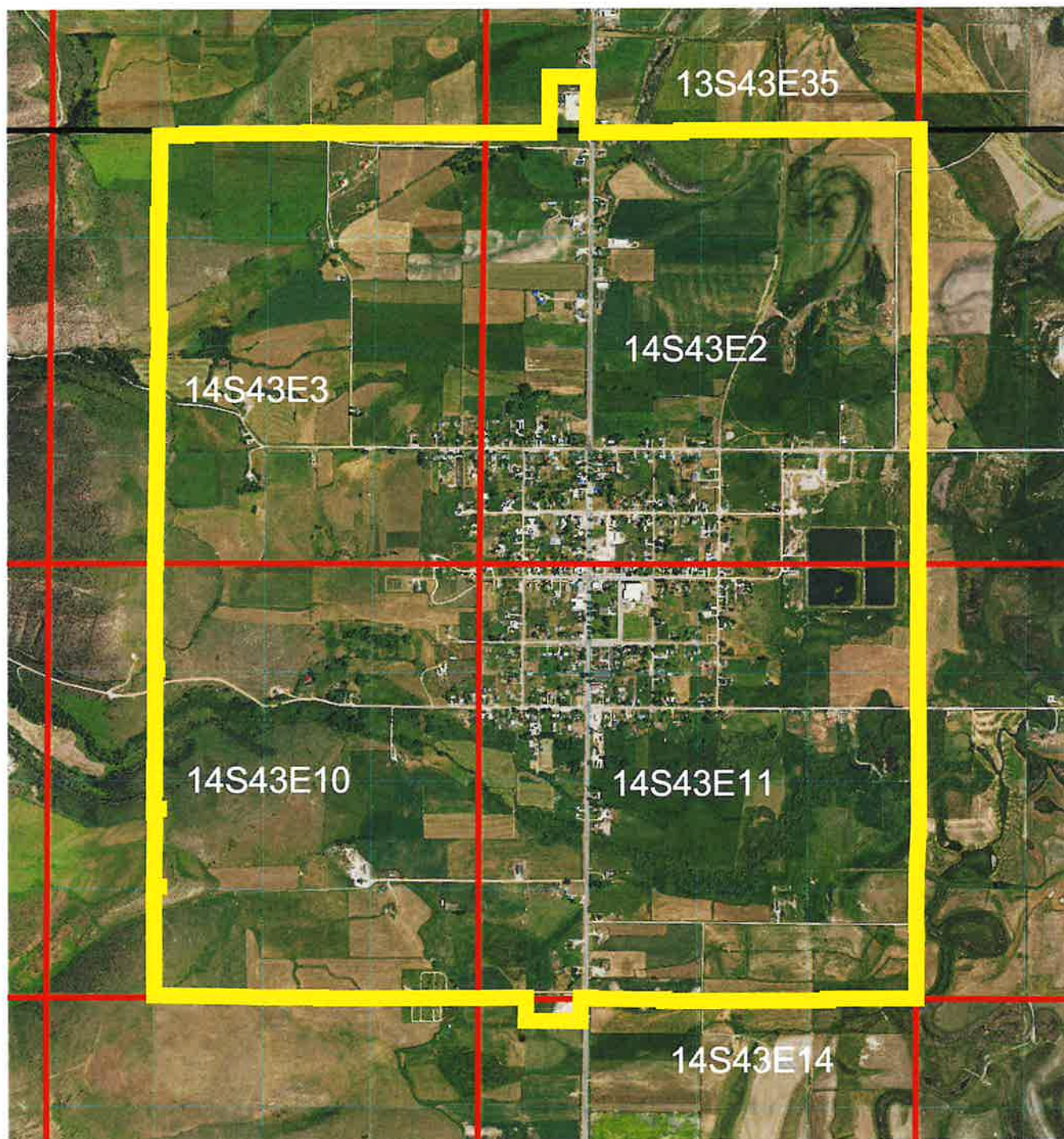
Base Map 2021 NAIP

Prepared by Rocky Mountain Env. Assoc., Inc.

Claimant(s): City of Paris

Claim No. _____

Map of Project - Place of Use Detail



2000 0 2000 4000 Feet

-  Place of Use
-  PLSS Township
-  PLSS Section
- PLSS QQ

Base Map 2021 NAIP

Prepared by Rocky Mountain Env.
Assoc., Inc.

Claimant(s): City of Paris

Claim No. _____

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

Court 5th Dist. Idaho Decree Date July 27, 1932 Plaintiff v. Defendant Pioneer Irr vs Southfield et al

If applicable provide IDWR Water Right Number 11-74

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) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Date: XXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Date: XXXXXXXXXXXX

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

Mayor of City of Paris
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 [Signature] Date 12-8-23

Printed Name of Authorized Agent Brad Wilks

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) City of Paris Claim ID _____

**Narrative Regarding
Source of Water
For City of Paris**

Claim based on 11-74

The Idaho Department of Water Resources (IDWR) water-right report for City of Paris' water right 11-74 indicates that the source is "Paris Creek." This narrative explains the reasoning behind the change in source to "Paris Spring" reflected in the Bear River Basin Adjudication claim for the right.

1) Physical description.

The first three maps attached to this narrative show the current IDWR-recorded Point of Diversion, in reference to a 2021 aerial image and in reference to the USGS topographic map. It is clear from the topographic map that the Point of Diversion (POD) is at Paris Spring.

This is confirmed by the attached letter excerpt from the water-right file for transfer 2965, which in 1984 was approved to change the POD to "reflect actual point of diversion." The letter requests clarification of the POD and notes that the application indicated that the POD is "at the head of the spring." Following the letter excerpt is a map from the transfer file, which appears to be the response to the letter inquiry. It clearly places the POD at the spring.

The physical distribution system is a pipeline system from the spring.

2) Apparent administrative history.

The fourth and fifth maps attached to this narrative show the quarter-quarter where the original decree placed the POD, as tabulated at the location marked "27" in the annotated decree excerpts that are not attached to this narrative, but are attached to the claim itself.

However, the decree also indicates that the City of Paris water is conveyed via a "pipe," as noted in the decree excerpts at locations "7," "19" and "25." The mapped POD would have required a pumping plant, whereas the current POD is at high enough elevation that the system flows by gravity. Therefore, it is possible that the original decreed POD was a mistake. It also is possible that at some time between the date of the decree and 1983, the pipe was extended up the canyon to the spring itself.

The decree itself nominally appears to treat only the waters of Paris Creek (location "5"), and it appears that when the IDWR database first was tabulated, the data-entry clerk assumed that this meant that the source of 11-74 was Paris Creek. However, as seen at location "16," it is clear that the decree gave the right to "the use of all the waters of Paris Creek *and tributaries thereof, including all springs* and other sources of supply" (emphasis added). Therefore, whether the original POD was at the spring or this was an accomplished transfer, for the City to capture its right directly from the spring rather than from the creek clearly is authorized by the decree.

It is clear from the citations above that at the time of the approval of the change in POD, IDWR was aware that the physical source of the right actually was the spring. It is unknown why the transfer still specified the source was "Paris Creek," though it may have been from an assumption that the original data-entry for the electronic record was correct.

3) Conclusion. Because the physical source of water is Paris Spring, the correct description of the source for the Bear River Basin Adjudication is "Paris Spring." This is not presented to be authorized under the Accomplished Transfer statute, as the use of Paris Spring clearly is authorized by the original decree. Rather, it is a correction to comport with the intent and authorization of the decree.

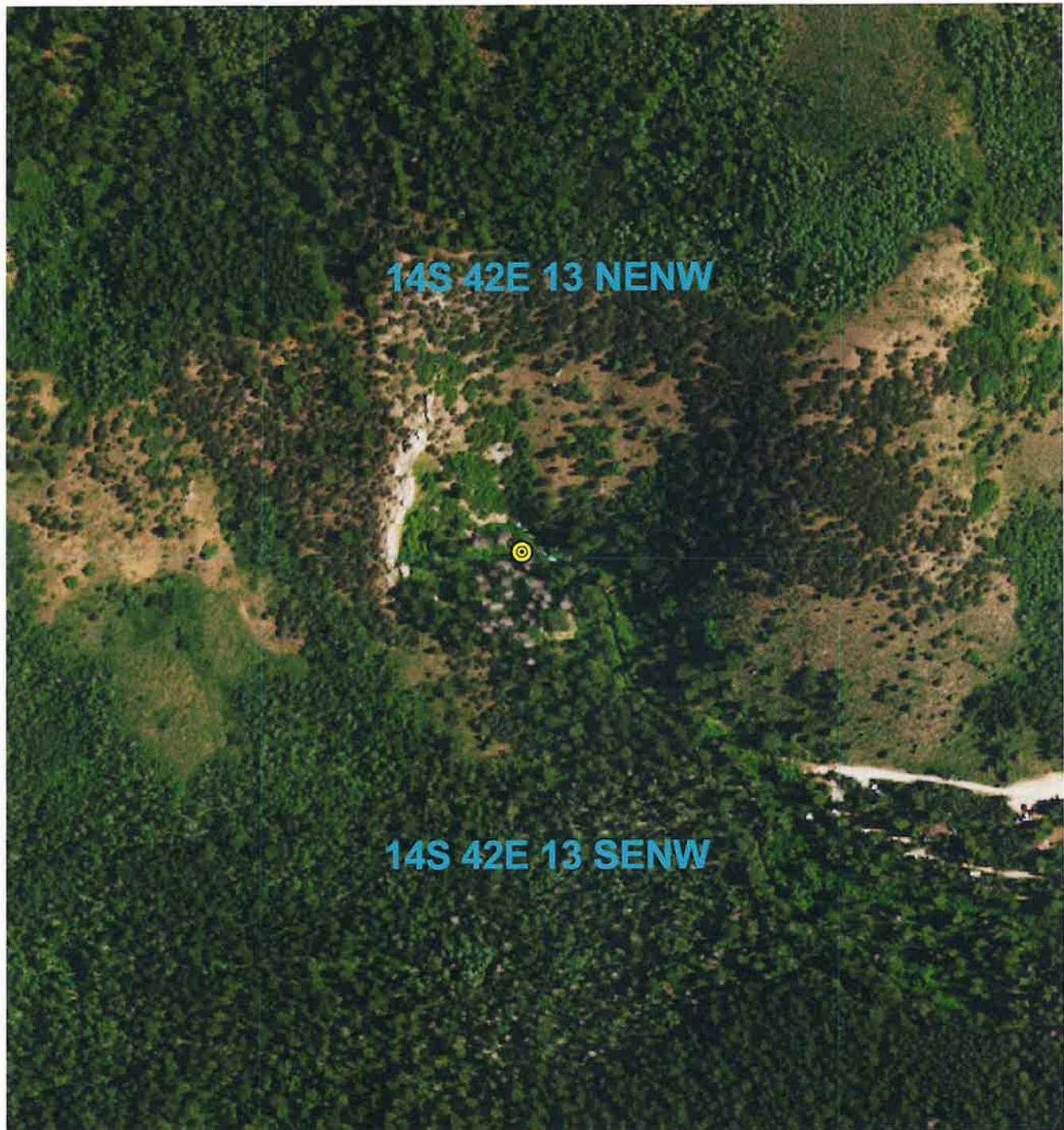
Claim based on 11-66a.

This right also is recorded by IDWR with source "Paris Creek" and claimed with source "Paris Spring." The history of 11-66a is different; this is a part of the Pioneer Irrigation and Manufacturing Co. right that was conveyed to the City of Paris, with a change in POD authorized in 1993 under transfer 4108. It is clear from the transfer documentation that the POD is at "Paris Spring."

Except for where the original POD and conveyance may have been, the factors above apply equally to 11-66a and 11-74; the authorization to utilize springs tributary to Paris Creek was decreed generally and not just to the City of Paris.

The conclusion for 11-66a also is that the correct description of the source is "Paris Spring." Because a formal transfer authorized a new POD at a location explicitly identified in the transfer as "Paris Spring," this change also is not presented as an Accomplished Transfer but as a correction in the record to comport with the intent and authorization of the original decree and the transfer.

Water Source Map 1



400 0 400 800 Feet

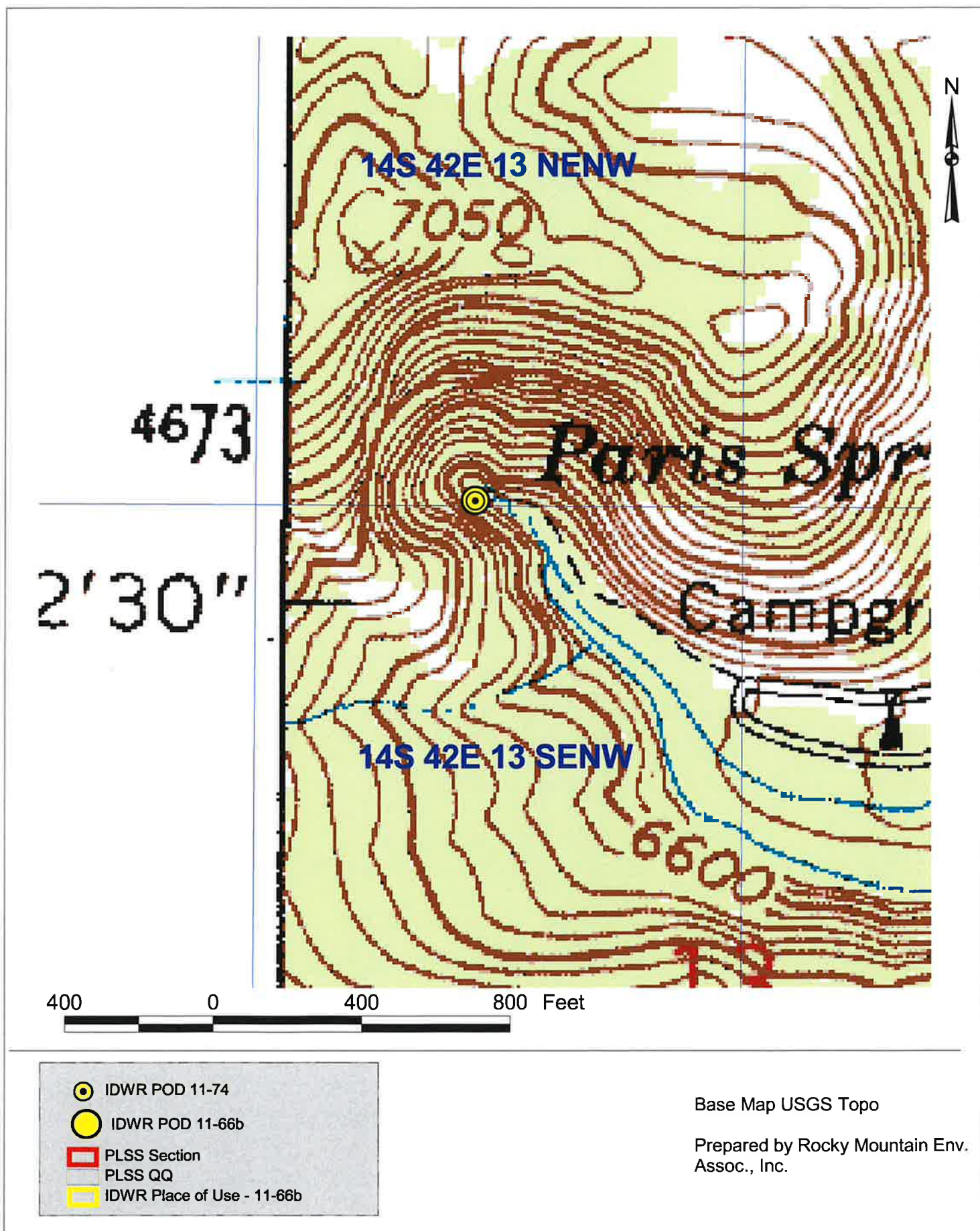
- ⊙ IDWR POD 11-74
- IDWR POD 11-66b
- ▭ PLSS Section
- ▭ PLSS QQ
- ▭ IDWR Place of Use - 11-66b

Base Map 2019 USDA NAIP

Prepared by Rocky Mountain Env.
Assoc., Inc.

Claimant(s): City of Paris

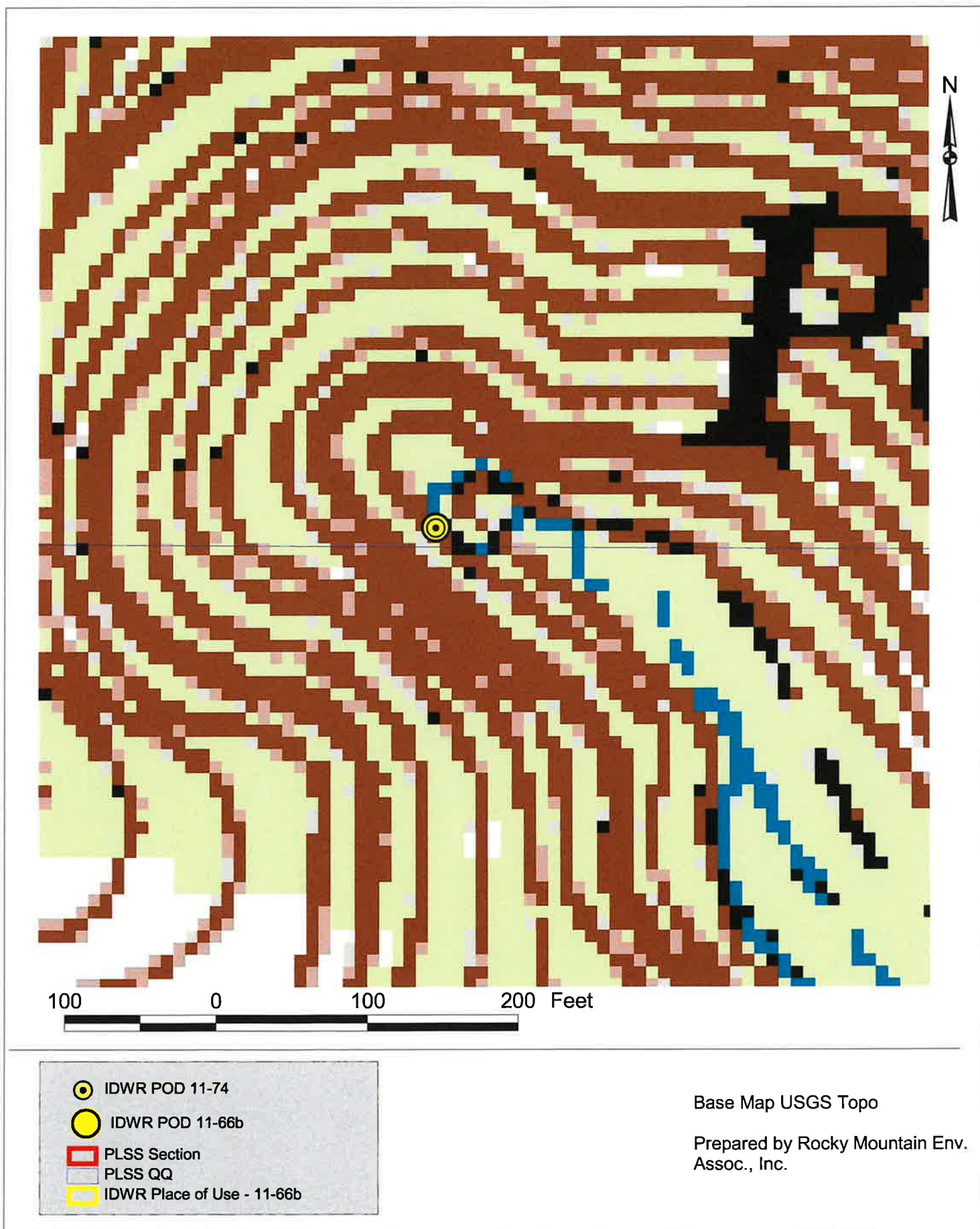
Claim No. _____



Claimant(s): City of Paris

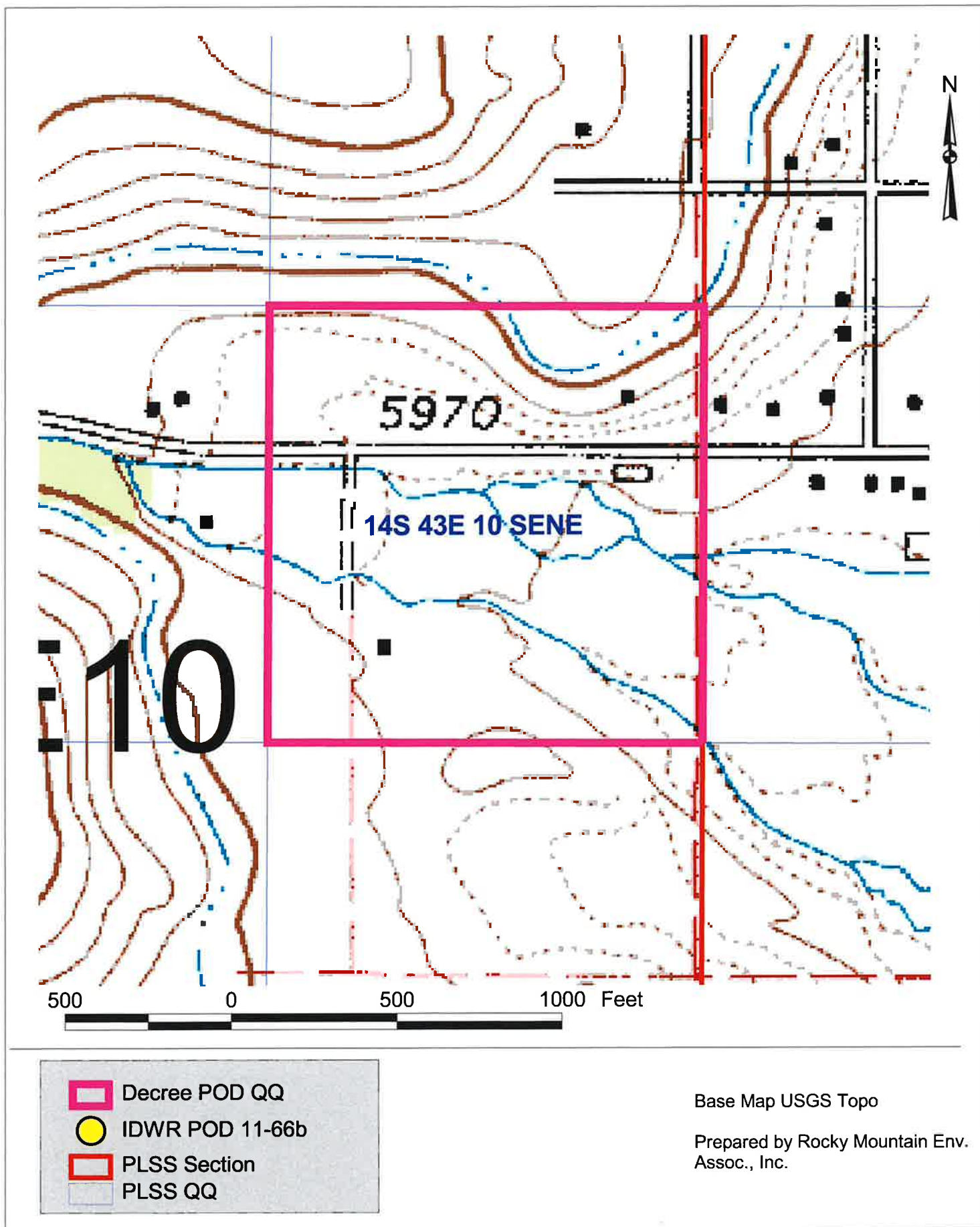
Claim No. _____

Water Source Map 3



Claimant(s): City of Paris

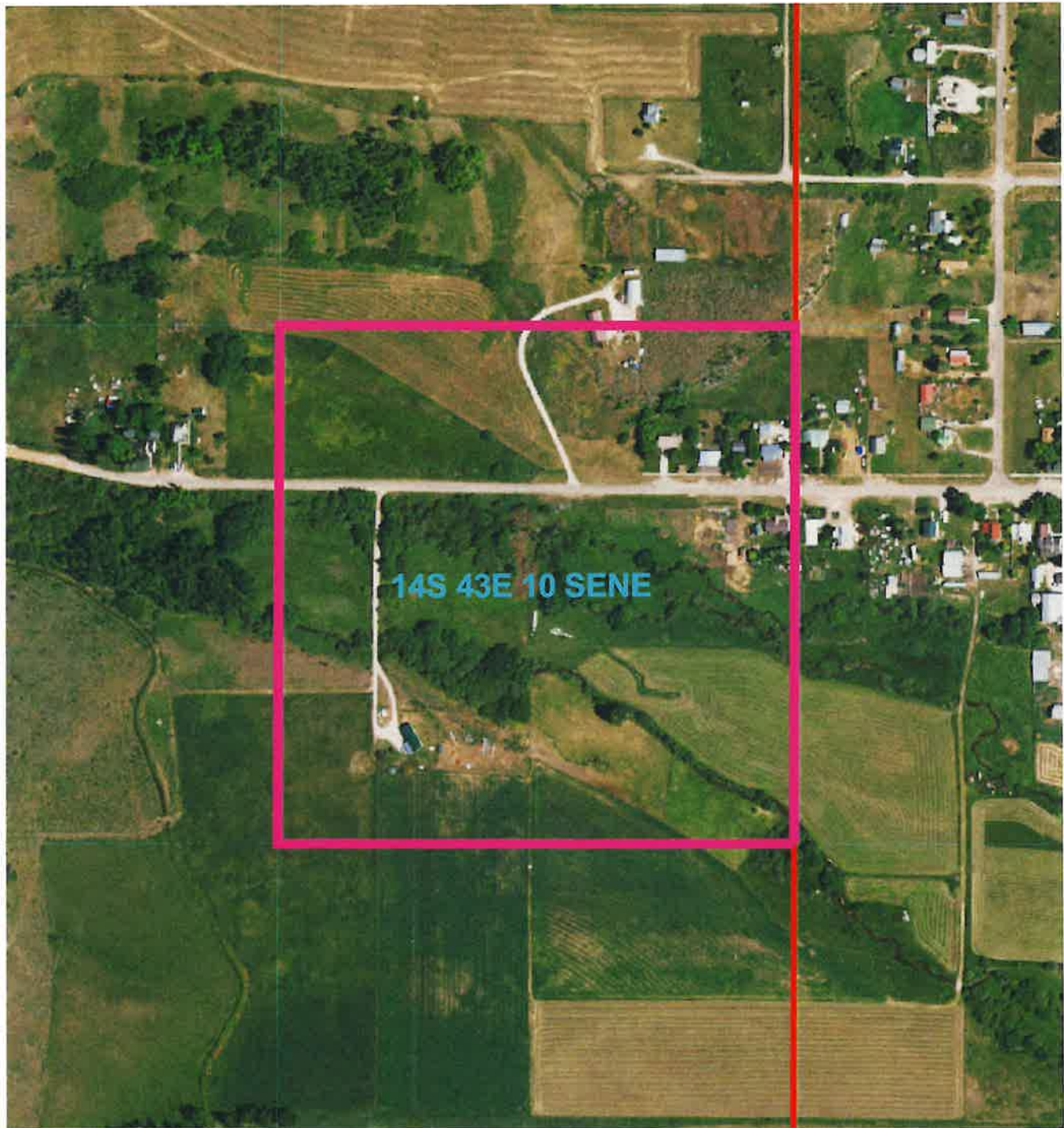
Claim No. _____



Claimant(s): City of Paris

Claim No. _____

Water Source Map 5



500 0 500 1000 Feet

-  Decree POD QQ
-  IDWR POD 11-66b
-  PLSS Section
PLSS QQ

Base Map 2021 NAIP

Prepared by Rocky Mountain Env.
Assoc., Inc.

Claimant(s): City of Paris

Claim No. _____

October 21, 1983'

City of Paris
Paris,
Idaho 83261

Dear Sir:

Enclosed is an application for transfer of water right that was received by this office and a typed application for transfer compiled from the original transfer and the decree.

Please review the typed application for transfer, especially, item C2 and the map. According to the original transfer, the point 66 diversion is within the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13; however, the original transfer also states that the point of diversion is at the head of the spring which could place the point 66 diversion either in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ or SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13.

To complete the application for transfer complete the map (item C5) by drawing an arrow to the approximate location 66 the point of diversion, sign in front of a notary public and return to this office with the appropriate \$50 filing fee. Upon receipt of the completed transfer, processing will begin.

Sincerely,

KEITH C. WIDBON Sr.
Sr. Resource Agent

KCW:jk

Enclosure

**Narrative Regarding
Place of Use
For City of Paris
Adjudication Claims**

Right 11-74

Right 11-74 originally was decreed, and currently is recorded by Idaho Department of Water Resources (IDWR), as a "municipal" right. The general principal of a municipal right is that its place is the city limits and/or the service area of the municipal system, which can change over time. Nevertheless, the decree did describe the then-current city limits. IDWR's current description is simply "P/U IS CITY OF PARIS," though it provides a map that is essentially the city limits at the time of the decree, with a rectangle cut out for the waste-water-treatment lagoons on the east of the city. Attached map City Limits Map 1 shows the three boundaries over an aerial image. City Limits Map 2 shows the city limits without the other boundaries, and the Public Land Survey System Quarter-Quarter sections that contain the city limits.

The claim elements and rationale are as follows:

1. Formal description of POU: "City Limits of the City of Paris."
2. Tabulation of current POU: Intercepted PLSS QQ sections.
3. Map for claim: Current city limits, without exclusion of lagoons. This is to avoid any confusion whether the city's water right allows effluent to be delivered to the lagoons for treatment.

Right 11-66b

In 1993, IDWR water-right transfer 4108 authorized assignment of 0.86 cfs of decreed right 11-66 to the City of Paris, along with 121.4 acres of irrigation authorization. The portion assigned to the City of Paris was numbered 11-66b and the portion remaining to the irrigation company was numbered 11-66a. Irrigation Map 1 (attached) shows in blue the 240-acre Place of Use (POU) approved in the transfer, along with the 132.8-acre POU mapped in the transfer application. Irrigation Map 2 shows the transfer-application map without the colored lines.

Because right 11-66b is diverted from the same source and Point of Diversion (POD), and conveyed through the same pipeline system, as the City of Paris municipal right 11-74, as a practical matter it is impossible to direct the water from one right to one POU and the water from the other right to another POU. To best reflect this reality in the Bear River Basin Adjudication, the two POUs should be identical.

A consideration in changing the POU is whether this would work an enlargement. In addition to the fact that the transfer already approved irrigation of a limited number of acres within a larger POU, this narrative describes analysis of 2021 irrigation within the currently-approved POU.

To reduce costs of manually mapping every square foot of apparent irrigation in the 2021 USDA NAIP aerial image, a grid of regularly-spaced points was generated. These were scored as "irrigated" or "non-irrigated" based on the surface character that appeared beneath the points in the aerial image. In essence, this is a statistical sampling. Irrigation Map 3 shows the resulting scoring, with sample details shown in Irrigation Map 4 and Irrigation Map 5. Table 1 provides the point counts and the approximate acreages.

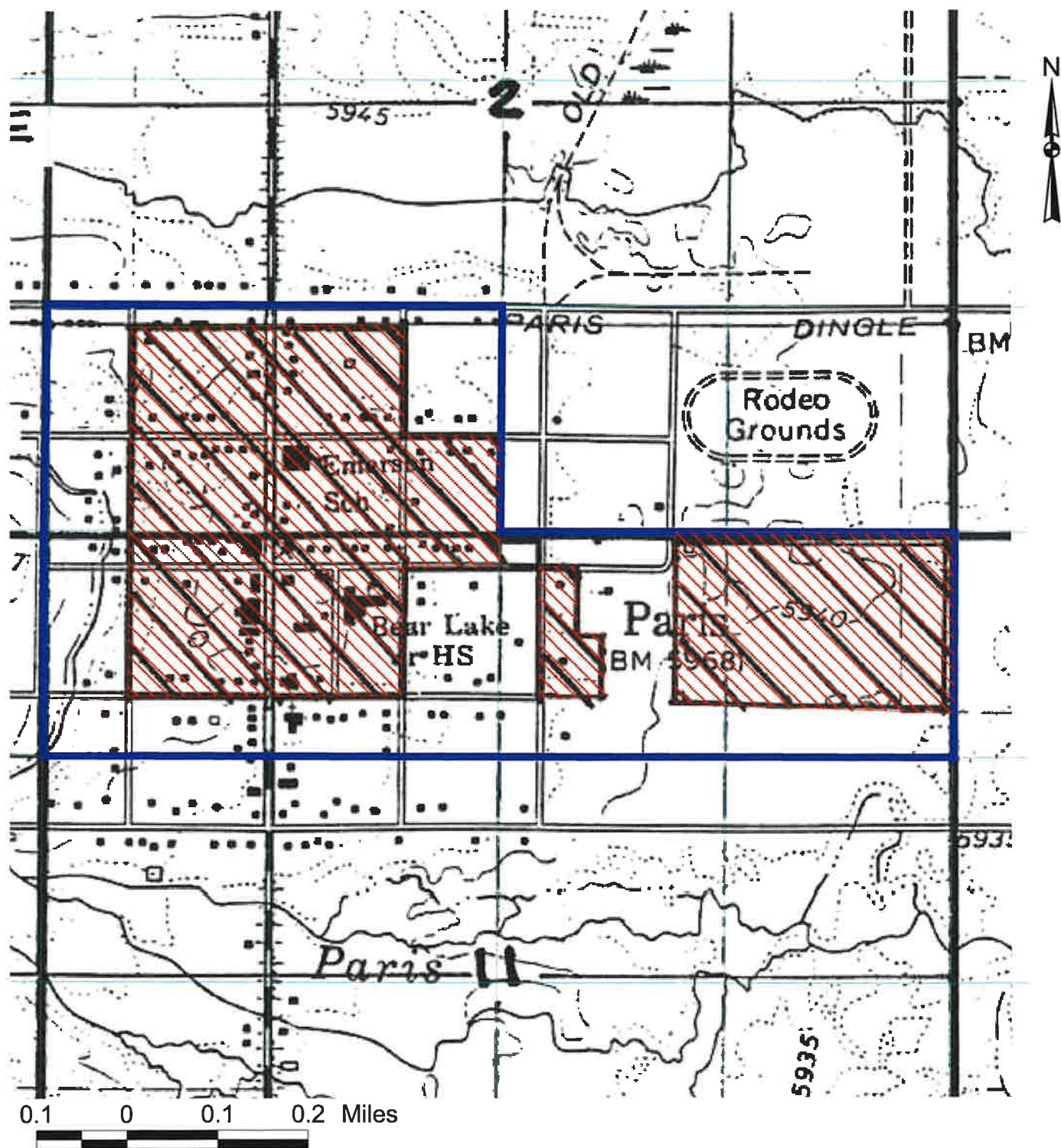
Table 1. Results of Acreage Analysis

Group	Point Count	Approx. Acres
IDWR POU - All	9,766	240
IDWR POU - Irrigated	6,568	161
IDWR POU - Non-irrigated	3,198	79

Table 1 indicates that even discounting for non-irrigated areas, irrigation within the currently-described POU is not fully provided by 11-66b, but partly is provided by municipal right 11-74. This is not a violation of 11-74; not only is "irrigation" typically an authorized purpose for municipal rights, it is explicitly provided in the decree. Annotated decree excerpts are also attached to the claims, though not to this narrative. At note "13" the decree clarifies that that municipal rights include "domestic, culinary and irrigation purposes." In a belt-and-suspenders approach, at note "27" the decree explicitly authorizes 11-74 for "municipal, domestic, irrigation and culinary purposes... and for... irrigating lawns and gardens." Nevertheless, the essential finding is that the current POU describes more acres than are authorized under the right.

Because of this fact, changing the POU to a different configuration that also exceeds the authorized acres does not constitute an enlargement. Therefore, the claimed POU for right 11-66a is the current City Limits. This reflects the long-standing historical practice of delivering both of the City's rights from the same source and through the same distribution system. It also reflects the practical consideration that once so comingled, water under the two different rights cannot be separately delivered to different POUs.

Irrigation Map 1



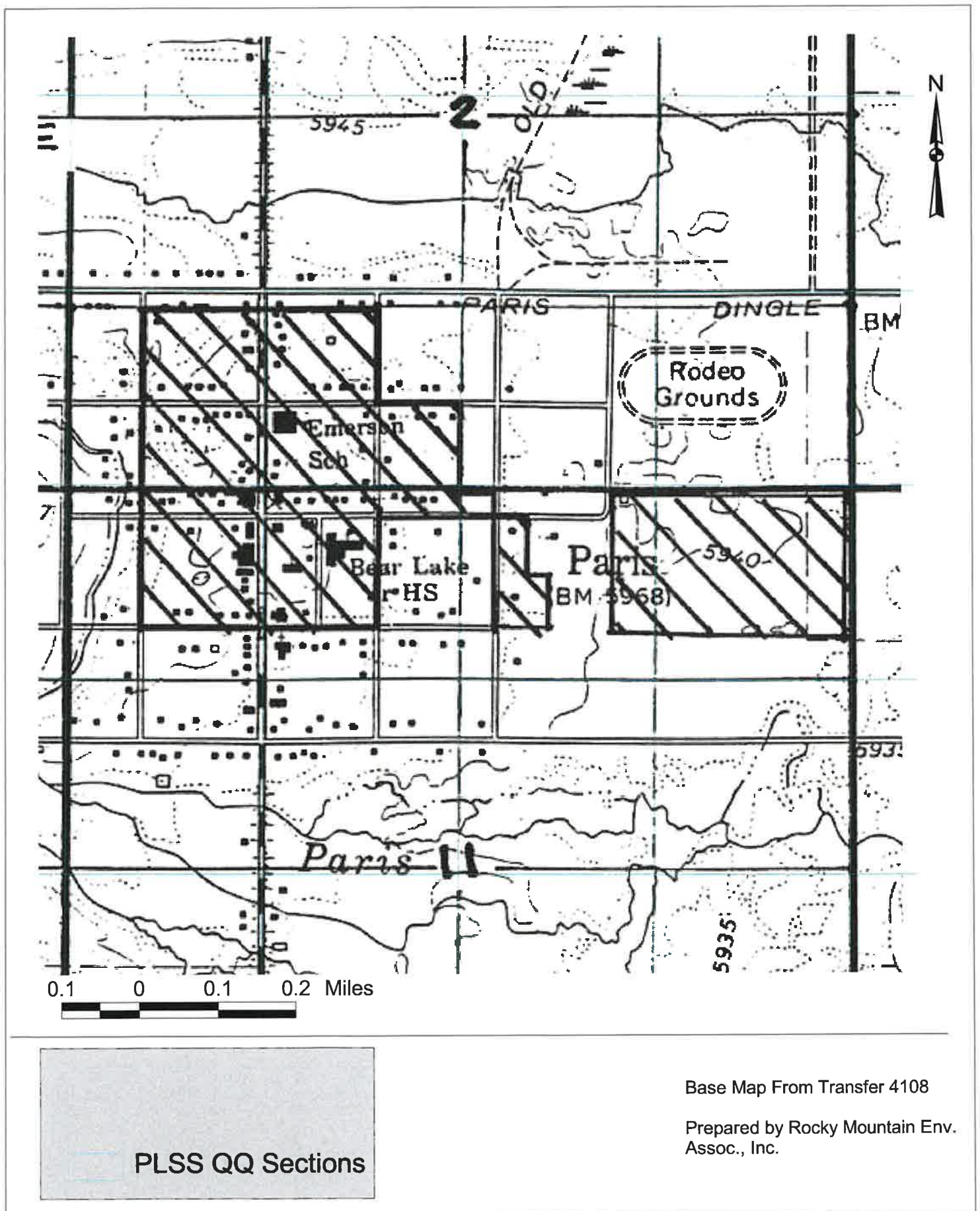
 Transfer App. POU
 IDWR POU - 11-66b
PLSS QQ Sections

Base Map From Transfer 4108

Prepared by Rocky Mountain Env.
Assoc., Inc.

Claimant(s): City of Paris

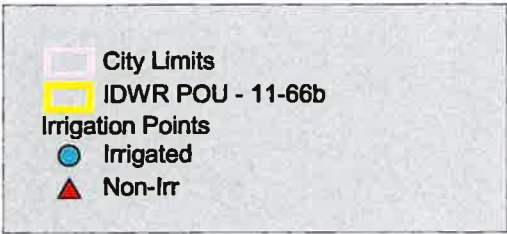
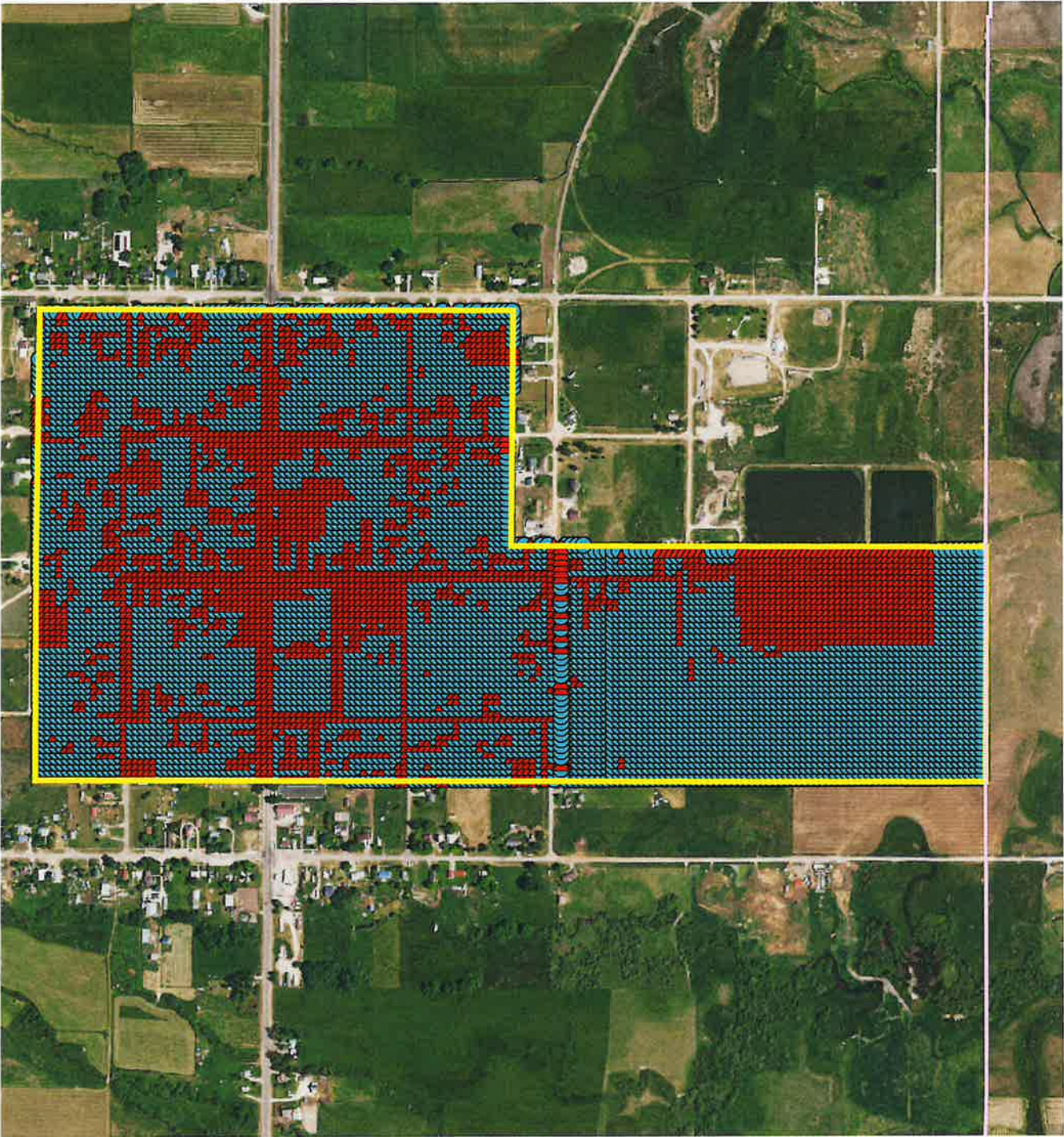
Claim No. _____



Claimant(s): City of Paris

Claim No. _____

Irrigation Map 3



Base Map 2019 USDA NAIP

Prepared by Rocky Mountain Env.
Assoc., Inc.

Claimant(s): City of Paris

Claim No. _____

Irrigation Map 4



0.02 0 0.02 0.04 Miles

- City Limits
- IDWR POU - 11-66b
- Irrigation Points
- Irrigated
- ▲ Non-Irr

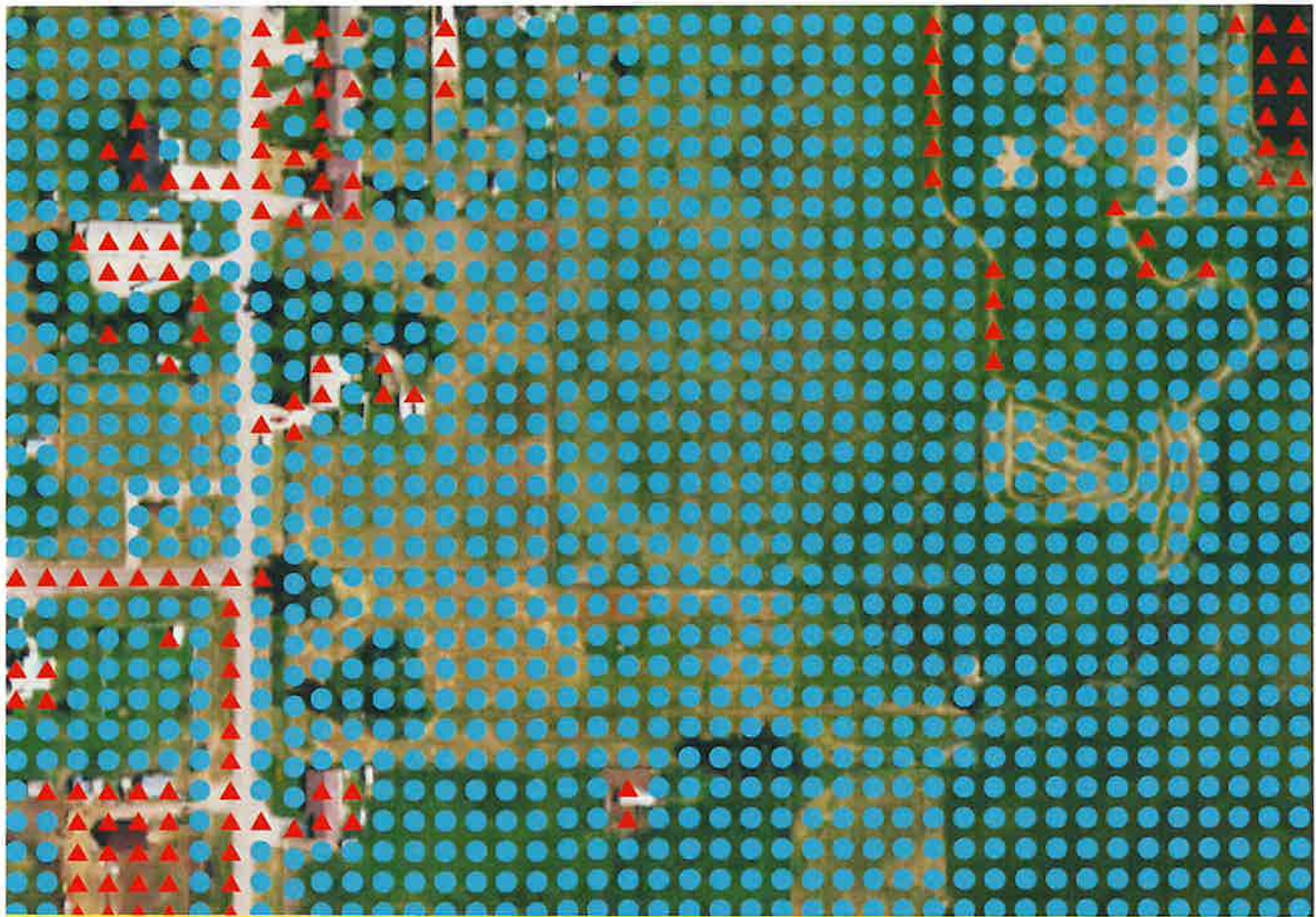
Base Map 2019 USDA NAIP

Prepared by Rocky Mountain Env.
Assoc., Inc.

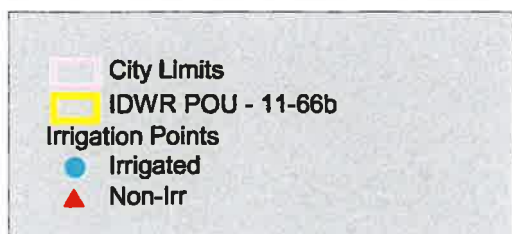
Claimant(s): City of Paris

Claim No. _____

Irrigation Map 5



100 0 100 200 Feet



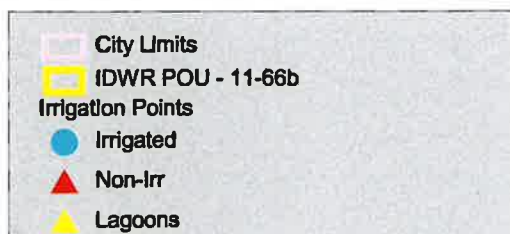
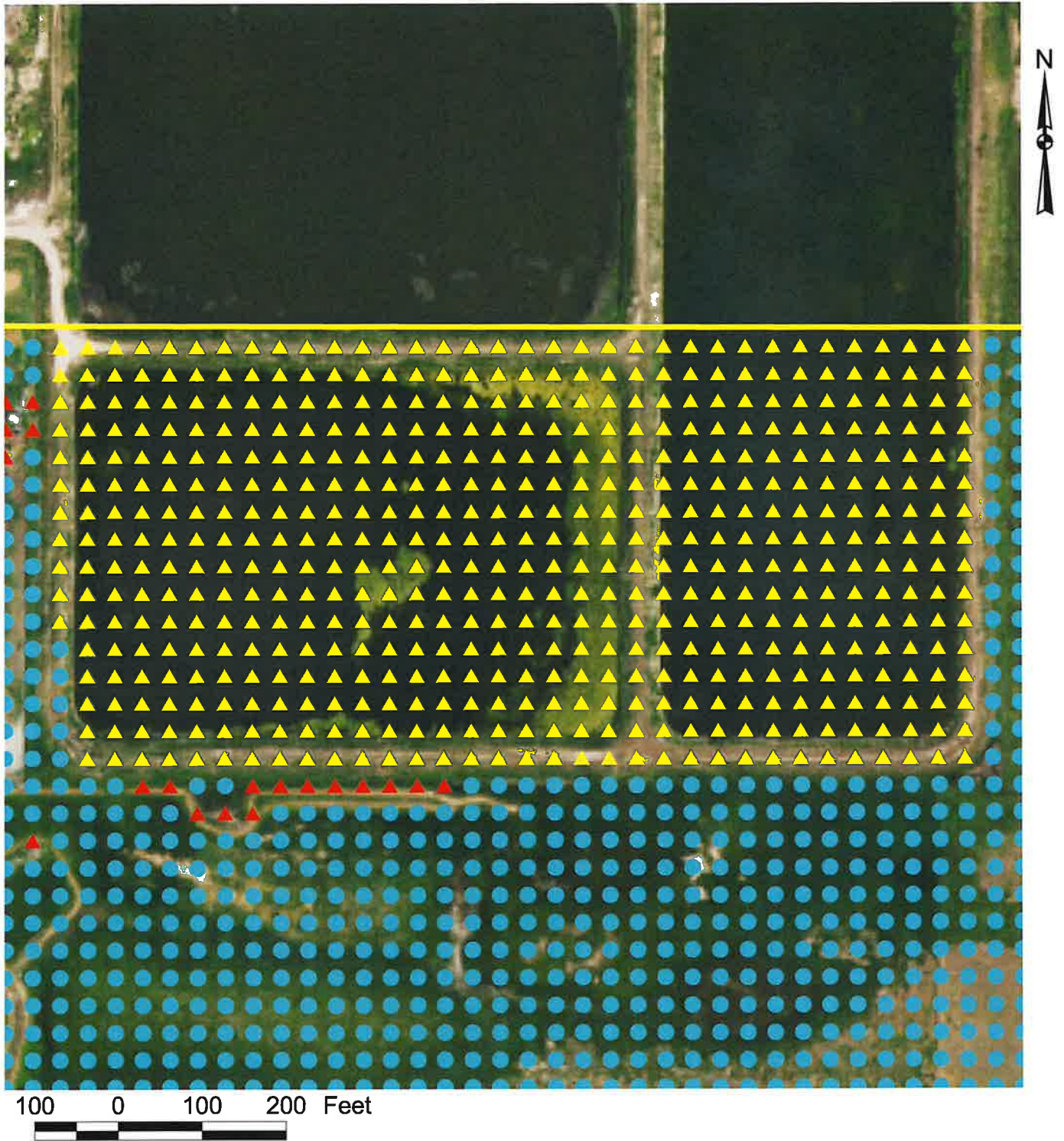
Base Map 2019 USDA NAIP

Prepared by Rocky Mountain Env.
Assoc., Inc.

Claimant(s): City of Paris

Claim No. _____

Irrigation Map 6



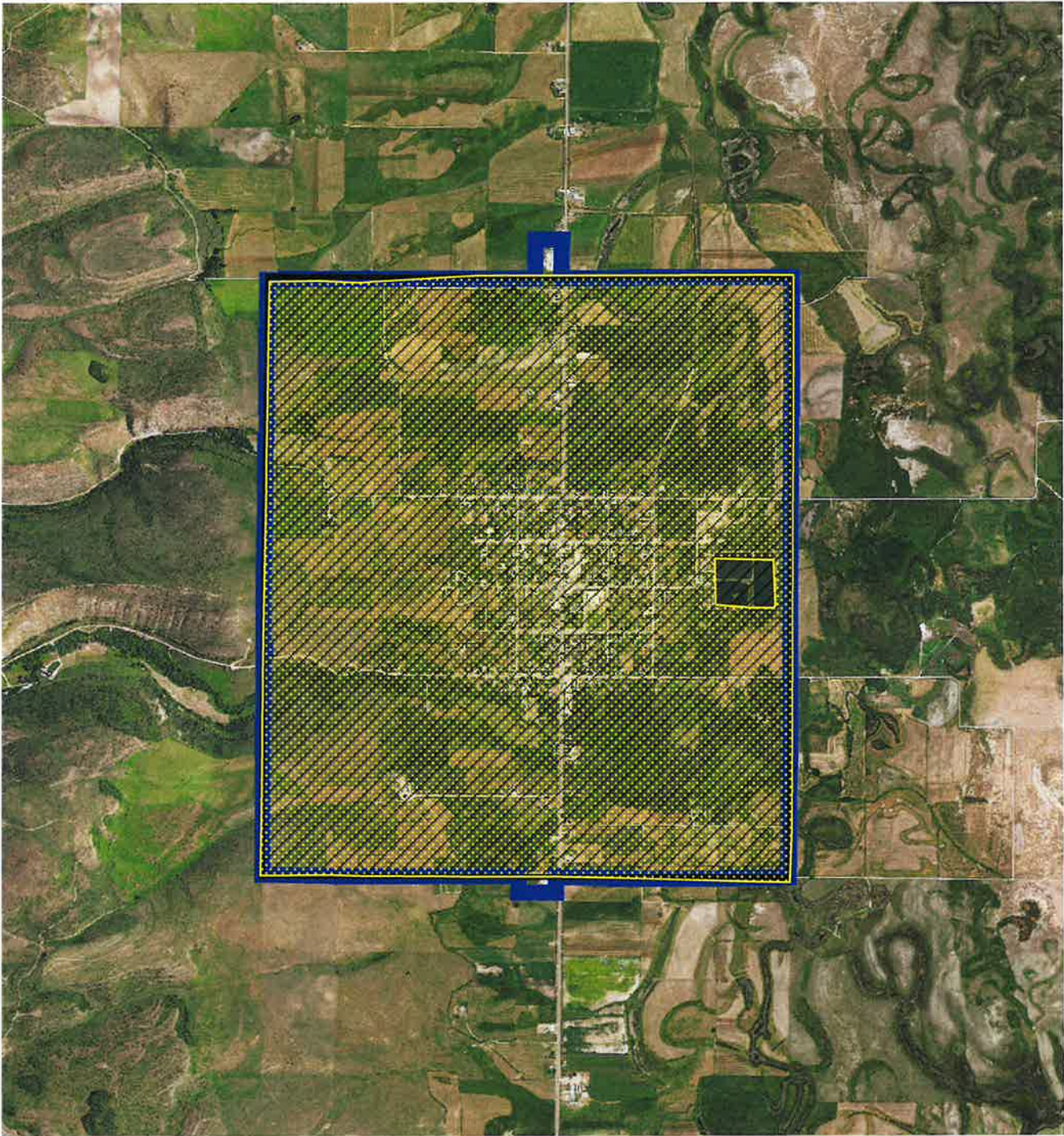
Base Map 2019 USDA NAIP

Prepared by Rocky Mountain Env.
Assoc., Inc.

Claimant(s): City of Paris

Claim No. _____

City Limits Map 1



3000 0 3000 6000 Feet



IDWR Map 11-74



Decree



City Limits

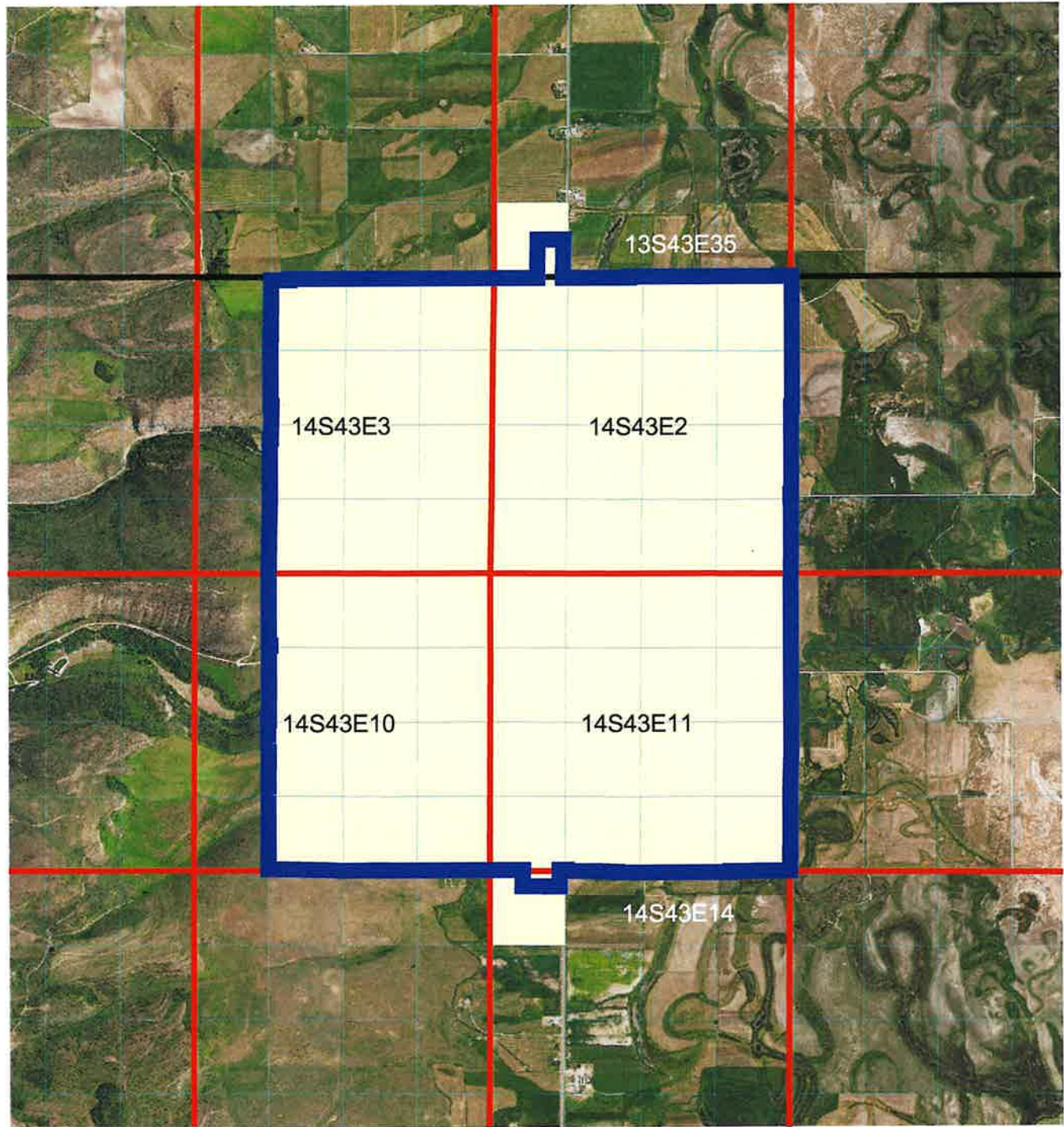
Base Map 2021 NAIP

Prepared by Rocky Mountain Env.
Assoc., Inc.

Claimant(s): City of Paris

Claim No. _____

City Limits Map 2



3000 0 3000 6000 Feet

-  City Limits
-  PLSS Township
-  PLSS Section
-  PLSS QQ
-  Described QQs

Base Map 2021 NAIP

Prepared by Rocky Mountain Env.
Assoc., Inc.

Claimant(s): City of Paris

Claim No. _____

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 ROHNER, OAK B. BURENS, HENRY FUCHS,
EMIL GRANDY, PRICE LUMBER COMPANY, a corporation, PARIL
MILLING COMPANY, a corporation, L. FEHR, 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
F. 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 D. 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

MAY 13 1996

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 Eye, 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. Gorey and Clency 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 decials to affirmative allegations.

II.

"That the following named companies are corporations

MAY 13 1996

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.

4

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.

5

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.

MAY 13 1996

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.

(6)

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.

(7)

RECORDED
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VII.

"That the lands affected by this lawsuit, and particularly described in the pleadings of said ~~summe~~, 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 re-tate 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 54.23 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. 18a 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.

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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.

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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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and municipal uses, with the right to distribute said water in its municipal water system to the inhabitants of Paris City; that its municipal system has sufficient capacity to use the water designated in said exhibit.

XIV.

That the defendant, Utah Power & Light Company, directly and through its predecessors in interest, has acquired by location, appropriation, prescription and continuous diversion and application to a beneficial use to it for the purpose of generating electricity and electrical energy, the right to divert from Paris Creek from the natural flow thereof seventy (70) cubic feet of water per second of time, as designated and defined in that certain water license issued by the state Engineer of the State of Idaho and described as Water License No. 6032, dated November 14, 1917, issued to the Utah Power & Light Company, by which said Company was authorized and entitled to divert and use seventy (70) cubic feet per second of time of the waters of Paris Creek for the purpose of generating electrical power and energy at its Paris plant located North One degree, 10 minutes East 1870 feet from the Southwest corner of Section 9, Township 14, South Range 43, East Boise Meridian, with a priority as of February 3, 1910, said water to be diverted from the channel of Paris Creek in the Southeast quarter of the Northwest quarter of Section 13, Township 14 South Range 42 East of the Boise Meridian, and that the point of diversion of said waters from said Paris Creek is located at a point North 70 degrees 40 minutes West 3490 feet from the West quarter corner of Section 18, Township 14, South Range 43, East Boise Meridian, and after the use of such water by the said Utah Power & Light Company the same is returned to the channel of Paris Creek, without unnecessary waste, at a point North no degrees 32 minutes West 2072 feet from

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appropriate reference to said agreement and a statement that the rights of the parties thereto and their successors in interest shall not be abridged, altered or changed by said decree."

AND WHEREAS, in open Court, certain additional agreements and stipulations were entered into supplementing and enlarging the foregoing written stipulations all of which were, by agreement of the parties, submitted to the Court and by it adopted as the basis upon which this Decree is to be predicated. The Court being now fully advised thereof and of the law and the premises and written Findings of Fact and Conclusions of Law being expressly waived in open Court.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS, TO WIT:

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I.

That Paris Creek, the right to the use of the waters of which is involved in this cause, is a variable, natural stream of water arising in the mountains west of Paris City, Bear Lake County, Idaho and flows easterly down a natural channel until its waters eventually empty into Bear River and is wholly located in Bear Lake County, State of Idaho.

II.

In administering the rights herein decreed and mentioned, the following definitions shall be observed and recognized:

(a) The term "cubic foot per second" (abbreviated c.f.s.) is and shall be a flow of one cubic foot of water passing a definite fixed cross-section per second of time;

(b) That the word "inch" as applied to water shall be understood to mean such an amount of water which will pass through an orifice one inch square under four inch pressure and

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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 controlled by the City of Paris.

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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.

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(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.

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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,

RECORDED

MAY 13 1996

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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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~~ 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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THOMAS
RECORDED
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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".

22

(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.

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VI.

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

RECORDED
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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.

25

VIII.

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

RECORDED
MAY 13 1996

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, 1884

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 NW $\frac{1}{4}$ 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;

21
270
109
629
274
200
373
100
1,976

(26)

RECORDED
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All that part of Sec. 11, Twp. 14 S. R. 45 E. S.M. consisting of lots, and of the approximate area of 100 acres;

2.

PARIS RELIEF CANAL COMPANY

Original date of
Appropriation:

May 1, 1885

Point of Diversion:

On Paris Creek about 2 miles below the main spring located in Paris Canyon, and more particularly described as beginning NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 8, Twp. 14 S., R. 45 E. S.M.

For use upon approximately 1100 acres of land in Sections 9, 10, 5, 2, 34, 35, 26, 27 and 38, all in Twp. 14, S. R. 45 E. S.M., more particularly described as follows:

Section 9:

Part of NW $\frac{1}{4}$ SW $\frac{1}{4}$ beginning at a point in the South side of the canyon road 400 ft. East of the West quarter corner of said Sec. 9, thence N 81 $^{\circ}$ E in the south line of the said road 530 ft., thence S 36 $^{\circ}$ East in the west side of a farm lane 110 ft., thence S 81 $^{\circ}$ W 100 ft; thence S 36 $^{\circ}$ E 125 ft., thence in a general SWly direction parallel with Paris Creek 1000 ft., more or less to a point in said Canyon Road; thence in a general SWly direction in the South side of the road 600 ft., more or less, to the place of beginning, containing 4.50 acres;

Also part of a NW $\frac{1}{4}$ of Sec. 9, beginning at a point 1100 feet East of a point 300 ft. E of the West Quarter corner of said section; thence N 36 $^{\circ}$ W 120 ft., more or less to a point in the South side of the Canyon Road; thence N 67 $^{\circ}$ E in the south line of the said road 320 ft; thence South 36 $^{\circ}$ 120 ft., E

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MAY 13 1936

SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 9 Twp. 14 S., R. 43 E., B. 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 Sur-
vey of;

-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 des-
cribed as follows, to wit:

Quantity Appropriated: 2.58 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., B. M.

(27)

Commencing at the NE corner of Sec. 2,
Twp. 14 S., R. 43 E., B. 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 & 18 in said Town-
ship and range a distance of one and
three quarters miles to the SW corner
of the E $\frac{1}{4}$ 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 dis-
tance of two miles to the NW corner of
the E $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 5, thence East one and
three quarter miles to the place of begin-
ing;

-10.-

HENRY FUCHS

Original Date of App-
ropriation:

May 1, 1884

For Use Upon the Follow-
ing Described Lands:

Point of Diversion:

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

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

-32.-

RECORDED
MAY 13 1896

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 cause 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.

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Signed: JAY L. DOWNING
District Judge.

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DEC 11 2023

IDWR/Preston

December 11, 2023

RMEA 23-0073

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

Re: Bear River Basin Adjudication Claims – City of Paris

Dear Ms. Marion Beck,

This letter accompanies a check for two Adjudication claims for the City of Paris, which were transmitted electronically. Also attached are worksheets summarizing the fee calculations for a total fee of $(\$172 + \$288) = \$460$.

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.

The claims filed are listed in the attached fee summary tables.

Please contact our office with any questions regarding these applications.

Thank you,

A handwritten signature in cursive script that reads "Kristin Moore".

Kristin Moore
Senior Water Rights Analyst

Enclosures: Check
 Fee Summary Tables

Claimant:
Claim ID:

City of Paris
11-74

FILING FEES

Instructions for Form No. 42-1400-1

Revised January 20, 2023

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

	\$1.00 per acre	Each acre is charged only once.
Irrigation		
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	

Exception: No variable fee is charged for fire protection or ground water recharge.

Rate/Unit Unit # Units \$ Amount

De Minimis	\$25 Claim			
De Minimis Stock (> 4th claim)	\$0 Claim			
Non-De Minimis	\$50 Claim	1		\$50.00
Irrigation	\$1 Acre			
Power Generation	\$3.50 KW of Capacity			
Aquaculture	\$10 cfs			
Dom. & Stock (>13k gpd), Municipal, industrial, commercial, mining, heating, cooling	\$100 cfs	2.38		\$238.00
Public instream flow, public lake level maintenance, wildlife	\$100 cfs			
Fire protection	\$0 cfs			
Groundwater recharge	\$0 cfs or afa			
Total				<u>\$288.00</u>

Duplicate this worksheet once for each claim.

Note:

Municipal only

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