A35-02010A
Richard Cheng ~~MARY~~ V KOOMPIN
~~GEORGE~~ KOOMPIN
992 SOUTH 2200 WEST
STERLING ID 83210

10592

A- 0.74 35.0 29 (SE NW)
B- 0.76
X-

1082
1674

State of Idaho
DEPARTMENT OF WATER RESOURCES
900 N. Skyline Dr. Ste. A, Idaho Falls, Idaho 83402
Phone: (208) 525-7171 FAX: (208) 525-7177 www.idwr.state.id.us/idwr/idwrhome.htm

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 11, 1999

RICHARD KOOMPIN
CHERYL HAMILTON-KOOMPIN
2229 W 1000 S
STERLING ID 83210

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE OF CLAIM TO A WATER RIGHT 35-02010A, 35-02029, 35-10588

Dear Mr. & Mrs. Koompin:

The request for Change of Water Right Ownership concerning the above-referenced Notice of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Please keep this report for your records.

Respectfully yours,

Jennifer Hoagland

Jennifer Hoagland
Technical Records Specialist

Enclosure

Form 42-248/42-1409(6) 8/30/96

DELOG GT 1-7-99

RECEIVED

JAN 0 7 1999

Department of Water Resources
Eastern Region

STATE OF IDAHO

IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right Number(s) ~~01~~ A+R ~~01~~ A+R ~~01~~

   Adjudication Claim Number(s) 35-02010A, 35-02029, 35-10588 - P.D.

2. The following REQUIRED information must be submitted with this form.

   A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

   AND

   B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

   OR

   C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s) Mary V. Koompin, George Koompin
   992 S. 3200 E., Sterling, Id. 83210

4. New Owner/Claimant(s) Richard Koompin or Cheryl Hamilton-Koompin
   Name connector (Check one): [ ] AND, [ ] OR, [ ] AND/OR

   New Mailing Address 2329 E. 1000 S.

   City, State and ZIP Code Sterling, Idaho 83210

   New Telephone Number (208) 328-3286

5. Date you acquired the property 19 April 1994

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

   Number of acres actually irrigated _____ Number and type of stock _____

   Diversion rate in CFS _____ (cubic feet per second) Number of homes _____ Other uses _____

   If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s) Richard Koompin Date 1/5/99
   Cheryl Hamilton-Koompin Date 1/5/99

   (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

437577 435319

RE-RECORDED TO CORRECT
LEGAL DESCRIPTION

FEE 24.00 DEP

'95 SEP 5 PM 3 45

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE

FEE 24.00 DEP

'95 JUN 9 PM 2 34

RECORDED AT THE REQUEST OF

REAL ESTATE CONTRACT

THIS CONTRACT, MADE AND ENTERED INTO as of this 19th day of ~~March~~ April, 1994, by and between MARY V. KOOMPIN, a widow, of Aberdeen, Bingham, Idaho, who are hereinafter referred to as "Vendor"; and RICHARD KOOMPIN and CHERYL KOOMPIN, husband and wife, of Sterling, Idaho, who are hereinafter referred to as "Purchaser",

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter contained, to be kept and performed by the parties hereto, Vendor hereby agrees to sell to Purchaser and Purchaser covenants and agrees to purchase from Vendor, Vendor's right, title, and interest in the real property situate in the County of Bingham, State of Idaho, listed and described on Exhibit "A" attached and incorporated hereto, together with all groundwater and surface water rights appurtenant to said land.

That the real property described above and the purchase price hereinafter set out has been established by an "ingross" method rather than as a specific sale by the acre, and the Purchaser receives the real property encompassed within the foregoing description in exchange for the purchase price hereinafter set out.

PURCHASE PRICE: It is agreed by and between the parties hereto that the purchase price of the property described in this contract being sold by Vendor to the Purchaser and being purchased from Vendor by the Purchaser amounts to the total sum of ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS ($165,000.00), together with interest on that part of the purchase price remaining from time to time unpaid at the rate of five percent (5%) per annum from May 1, 1994.

The $165,000 plus accrued interest from May 1, 1994 shall be paid in twenty (20) equal amortized payments of $13,241.25 each. That the first said payment of $13,241.25 each shall be paid on the 1st day of May, 1995, and a like payment shall be due and payable on the 1st day of each and every May thereafter until the entire unpaid principal balance and all accrued interest has been fully paid and discharged.

All payments shall be first applied to accrued interest and the balance to the reduction of principal as of the date of payment.

Int.-4,991.25-Prin 8250=

PREPAYMENT: The parties agree that the Purchaser may prepay any portion or all of the unpaid balance hereof at anytime without penalty.

WAIVER OF TRUTH AND LENDING REQUIREMENTS: Purchaser understands that Vendor is not in the business of selling real estate on a credit basis on a regular basis and is exempt from all federal and state disclosure requirements. Both Vendor and Purchaser agree to waive any applications of either of these laws to this transaction and consent to the closing without formal disclosures being provided either party under the aforementioned laws.

TAXES AND ASSESSMENTS: Vendor agrees to pay and discharge any and all taxes or lawful assessments levied or assessed against the above-described property for the year 1993 and all previous years. Purchaser agrees to pay and discharge all such taxes and assessments for the year 1994 and all subsequent years.

Vendor agrees that Purchaser shall have the right to protest or contest any assessments or levies for taxes and assessments upon the hereinbefore described real and personal property. In the event Purchaser so elects to protest or contest any such taxes or assessments, he shall immediately notify Vendor thereof in writing, and Vendor agrees that so long as Purchaser shall diligently pursue or contest said taxes, that he shall not be in default of this contract for any failure to pay said taxes or assessments pending final determination of said protest or contest upon the condition that Purchaser shall pay all such taxes and assessments immediately upon any final determination that said tax is due.

POSSESSION: Purchaser shall be entitled to the possession of the above described real property on and after May 1, 1994. Thereafter, Purchaser shall have the right to the possession of said property so long as Purchaser shall perform all of the terms and covenants and conditions of this contract.

CONDITION OF PREMISES: Purchaser's and Vendor's agents have made no representations of any material fact concerning the real property described in this contract other than those set out herein. Purchaser further acknowledges that he has had adequate opportunity to inspect and investigate the premises and has made a thorough examination of the same and is relying solely upon his own examination and inspection and is acquiring the property in an "as is" condition.

RIGHT OF INSPECTION: The Vendor, their agents or attorneys shall have the right at all reasonable times to inspect and examine the property described herein for the purpose of ascertaining whether or not the value thereof is being substantially lessened, diminished, depleted or impaired. If such inspection or examination shall disclose that the value of such property or the property itself is being lessened, diminished, depleted or impaired, such condition shall constitute waste of the premises.

DEFAULT & FORFEITURE: Time is of the essence of this Agreement. Purchaser agrees that should he, (a) fail, refuse or neglect to pay the Vendor the money as it is herein agreed to be paid, (b) fail to pay the taxes and assessments at the time the same shall become due, (c) fail to fulfill any of the remaining covenants and agreements herein contained on his part to be kept and performed, or (d) commit waste upon the premises, and should Purchaser fail to cure any such default within sixty (60) days following receipt of written notice from Vendor specifying said default, then, and in that event, the Vendor may, at his option, forfeit and determine any and all rights of the Purchaser in and to the property hereinabove described, and all monies heretofore paid to the Vendor by the Purchaser shall be retained by the Vendor as prior agreed upon liquidated damages for non-performance of this Agreement and as fair rental of the said premises. Upon a default occurring, Vendor, or their authorized agent, may cause to be prepared a written notice, in duplicate, addressed to Purchaser, calling attention to the matters then in default or on account of which a breach is claimed, and said notices shall be delivered to Purchaser at 2229 West, 1000 S, Sterling, Idaho. Purchaser shall have sixty (60) days from the date of mailing of said notice in which to make good matters in default of which a breach is claimed or to disprove the same. Purchaser agrees that in the event they do not cure the default within the sixty (60) day period the he will cease to have any right, title or interest in and to the said premises, and agrees to promptly surrender peaceable possession and reconvey the premises to Vendor.

FORBEARANCE: It is further expressly understood and agreed that acceptance by Vendor of any installment of the principal or interest, or of payment of any taxes or premiums for insurance, after the same may have been past due or after Purchaser may have defaulted under this contract in any particular whatever, or any forbearance of any kind that

may be granted or allowed by Vendor to Purchaser under this contract, shall not in any manner nor in anywise be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement of any subsequent default that may be made by Purchaser.

OBLIGATION OF PURCHASER: It is also agreed that Purchaser shall use and occupy the premises as a farm and shall operate the same in a businesslike manner and shall maintain property in at least as good of condition as when possession thereof was received by the Purchaser.

ALLOCATION OF VALUE:

Real Property	$136,700.00
Fences	$ -0-
Sprinkler system, corrals buildings, squeeze chute & fences	$ 28,300.00

OPTION TO PURCHASE: Vendor agrees that excluded from the legal description on Exhibit "A" hereof, is a tract of property upon which her home is situate. Vendor agrees that in the the event she should decide to sell the subject property, which consists of .75 of an acre, more or less, that she will allow purchasers the first option to purchase said property at either a price to be agreed upon between the parties, or by purchaser meeting the highest and best bona fide offer to purchase receive by Vendor from others.

SURVIVAL OF COVENANTS: All covenants and conditions of this contract are intended to survive the delivery by Vendor and acceptance of the Deed by Purchaser.

SEVERANCE AND VALIDITY: In the event any of the provisions of this contract or any portion thereof shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder shall remain in full force and effect and shall be in no way invalidated thereby.

ATTORNEY'S FEE: In the event of any suit, or proceeding, by either party herein against the other party, in any way arising out of this Agreement or in attempting to enforce any right herein granted, the losing party in any such suit or proceeding, with or without suit, shall pay the prevailing party such sum or sums as the court shall adjudge reasonable in such suit or proceeding for attorney's fees.

GOVERNING LAW: The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to contract made and performed in that State.

PREPARATION OF CONTRACT: Purchaser acknowledges that this Agreement was prepared by the attorney for Vendor and that the attorney for Vendor did not and does not represent Purchaser in connection with this transaction or the preparation of this Agreement and Purchaser is encouraged to seek independent legal counsel of their choosing to review the same prior to closing.

ASSIGNMENT: Purchaser agrees not to sell, assign, sublease or transfer the real property or improvements being purchased hereunder, or any interest therein, nor shall Purchaser assign or transfer this Agreement or any interest therein to another during the term of this Agreement unless the prior written consent of the Vendor is first obtained.

MAILING OF NOTICE: The notice of default required to be given by Vendor to Purchaser in the event of Purchaser's failure to neglect to perform the terms, covenants, or conditions of this Agreement as hereinabove provided, shall be prepared in duplicate, a copy thereof retained by Vendor and a duplicate original shall be mailed by the attorney for Vendor to the Purchaser and notice shall be deemed to have been given Purchaser as of the date a copy of said notice is mailed to the Purchaser by registered or certified mail duly placed in the United States mails with sufficient postage thereof.

EARLY DELIVERY OF DEED: Vendor agrees that at such time as Purchaser has paid the principal balance down to the sum of $100,000 or less that she will deliver to Purchaser a Warranty Deed to the Exhibit "A" property upon the condition that Purchaser will continue to otherwise continue his payments and other obligations hereunder to Vendor for the full term hereof, it being understood that Vendor is releasing her legal title to the Purchaser to assist him in improving his secured financial condition without affecting his obligation to continue paying for the property.

Vendor further agrees to provide in her Last Will & Testament that in the event the unpaid principal balance of this contract exceeds $100,000 at the time of her death, that contract payments will be required to be continued by Purchaser until the principal balance is reduced to $100,000, at which time the balance of the contract will be foregiven. In the event the contract remaining at the time of her death is $100,000 or less, Vendor agrees to provide in her Last Will that the balance will be foregiven at her death.

Vendor agrees that her commitments in this regard are irrevocable and that her obligation and that of her estate will be as set out herein.

COMPLETE AGREEMENT: The parties hereto agree that the terms, conditions, and covenants of this Agreement shall supercede all prior negotiations and agreements, that there are no other agreements not contained in this Agreement, and that this Agreement shall be and is the final expression of agreement between the parties and shall be controlling between the parties. No modification of this Agreement shall be valid unless it is reduced to writing and executed by all parties hereto.

HEIRS AND ASSIGNS: The terms and conditions of this Agreement shall extend to and bind the heirs, successors, administrators, executors, and assigns of the respective parties hereto.

EXECUTION: It is agreed that this Agreement is executed in duplicate, each to have the full force and effect of an original hereof.

CONSTRUCTION: The words, "Vendor" and "Purchaser" and the language of this instrument, where the singular is used shall be construed as plural and be binding equally upon all such Vendors and Purchasers and in the case one or more are females, the masculine shall include the feminine.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

VENDOR

Mary V. Koompin
MARY V. KOOMPIN

PURCHASER

Richard Koompin
RICHARD KOOMPIN

Cheryl Koompin
CHERYL KOOMPIN

STATE OF IDAHO)
) ss.
County of Power)

On this 19th day of ~~March~~ April, 1994, before me, a Notary Public in and for said State, personally appeared MARY V. KOOMPIN, 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 seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at American Falls, ID

435319

STATE OF IDAHO)
) ss.
County of Power)

On this 19th day of ~~March~~ April, 1994, before me, a Notary PUblic in and for said State, personally appeared RICHARD KOOMPIN and CHERYL KOOMPIN, husband and wife, know to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.

NOTARY PUBLIC for Idaho
Residing at American Falls, ID

Correct Legal!

Warranty Deed

THIS INDENTURE, *Made this* 19th *day of* April *in the year of our Lord One Thousand Nine Hundred and* 94 *, between* Mary G. Koompin *of* 993 South 2200 West Sterling, Idaho 83210 *, County of* Bingham *, State of* Idaho *the party of the first part, and* Richard Koompin and Cheryl Koompin *of* 2939 West 1000 South Sterling, Idaho *, County of* Bingham *, State of* Idaho *the parties of the second part:*

WITNESSETH: *That the said party of the first part, for and in consideration of the sum of* $165,000.00 One hundred sixty five thousand ~ *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* Mary *, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties of the second part, and to* n/a *and assigns forever: All these certain lots, piece or parcels of land situate, lying and being in the County of* Bingham *State of Idaho, bounded and more particularly described as follows, to-wit:*

Township 4 South, Range 32 E.B.M., Bingham County, Idaho
Section 28: NW¼SW¼, E½SW¼
EXCEPT A portion of the SE¼SW¼ of said Section 28, described as: Beginning at point on the South line of said Section 28, that is N. 89-52' E. along the Section line 1925.1 feet from the SW corner of said Section 28, thence N. 27-26' W. 519.5 feet, thence N. 05-03' W. to the North line of said SE¼SW¼ of said Section 28, thence Southwesterly to a point that is 210 feet S. of the NW corner of said SE¼SW¼ of said Section 28, thence S. to the SW corner of said SE¼SW¼ of said Section 28, thence N. 89-52' E. to the point of beginning.
ALSO EXCEPT that portion deeded for Reservoir.

Section 20: E½SE¼ **EXCEPT** County road right-of-way.
ALSO EXCEPT Commencing at the SE corner of said E½SE¼; thence N. along the W. right-of-way line of Sterling North Road 335.0 feet to the true point of beginning; thence W. 220.0 feet; thence N. 150.0 feet; thence E. 220.0 feet; thence S. 150.0 feet to the point of beginning.

Together with all water rights covering above described land, including, but not limited to, water rights covered by license # 11482, ID # 35-02029

November 20, 1998

Change of ownership filed 1-8-99 JH

NOTICE OF ERROR REPLY

RECEIVED
JAN 0 7 1999
Department of Water Resources
Eastern Region

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

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.
YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: December 18, 1998

Water right number: 35-02010A

MARY V KOOMPIN
GEORGE KOOMPIN
992 S 2200 W
STERLING ID 83210

Daytime Telephone Number:
Evening Telephone Number:

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

____ **I AGREE with this proposed recommendation; no changes need to be made.**

DATE: _____ **SIGNATURE:** _____
Please print your name: _____

IDWR Eastern Regional Office, 900 N. Skyline Drive, Suite A, Idaho Falls, ID 83402-1718, (208) 525-7161

D

April 29, 1991

George Koompin
992 South 2200 West
Sterling, ID 83210

RE: Renumbered Notice

Dear Mr. Koompin:

The Department has changed the identification number for Notice Claim A35-10592. The new number is A35-02010A. We have also modified receipt M003197 ro reflect the new number.

A copy of the receipt and the Notice of Claim are enclosed for your records.

Respectfully submitted,

Ernest Carlsen
Water Right Supervisor, Adjudication

EC:sc

Enclosure

FILE: P

MICROFILMED
DEC 0 9 1992

RECEIPT
For Monies Paid
to the
Idaho Department of Water Resource

Receipt No: M003197

Date: 4/19/1989
Time:

Received From: KOOMPIN. GEORGE

Type of Payment	Program A cct	Amount
ADJUDICATION FEE	410162 9337 6490	284.00

CHECK 288

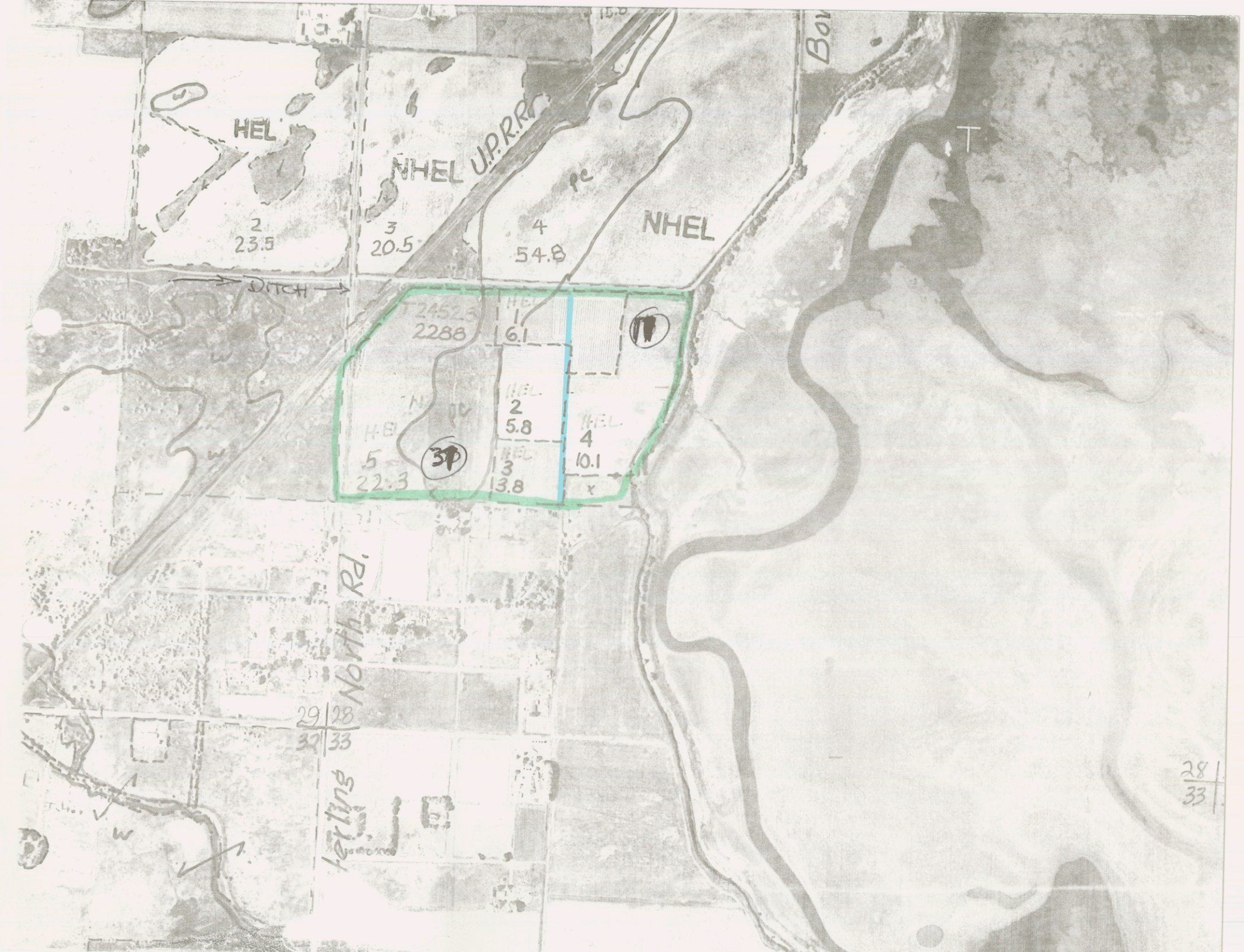
Total $284.00

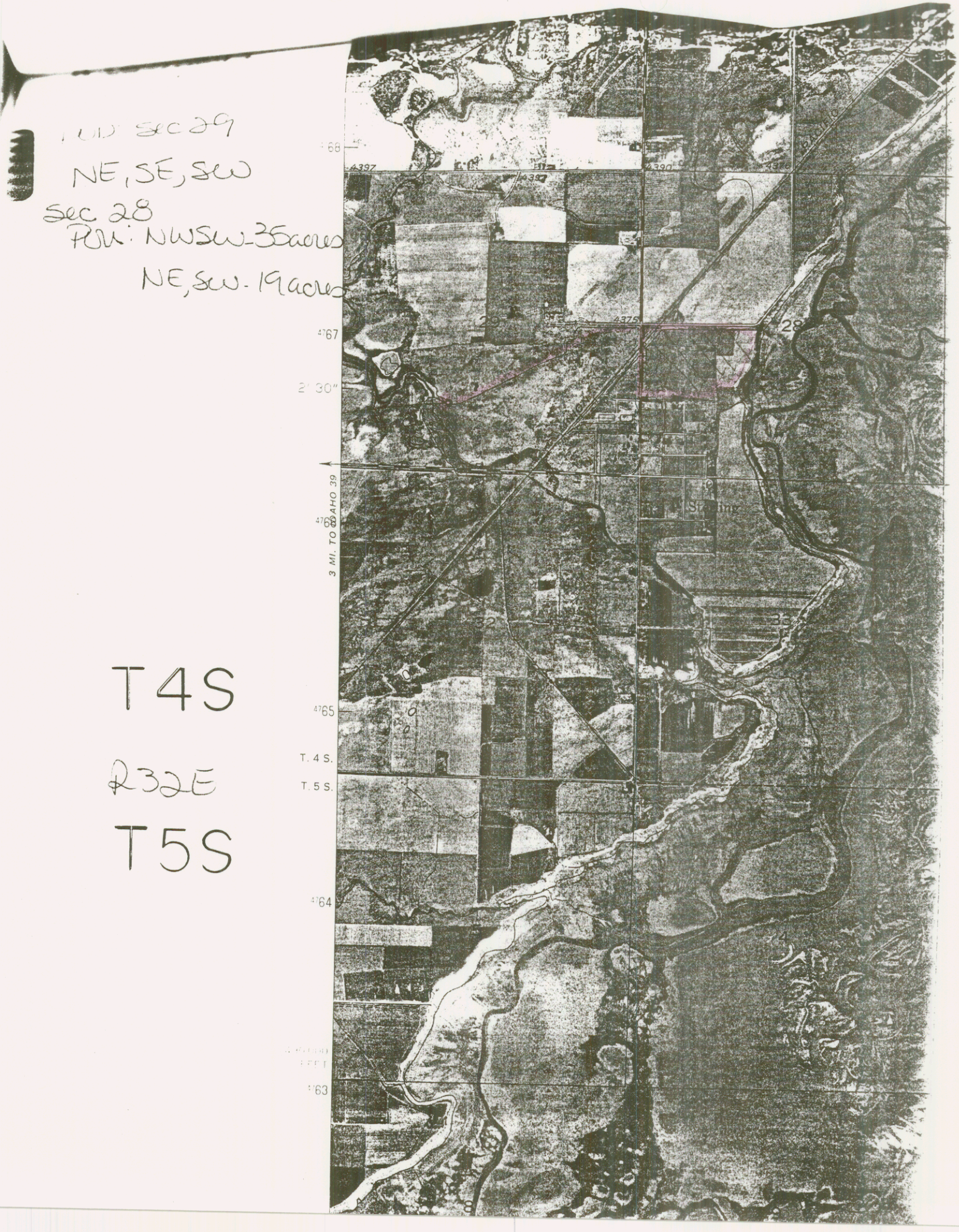
Water Right Numbers
A35-10589 A35-10588 A35-02010A A35-02029

Renumbered fr A35-10592
from:

Region: MOBILE 1 Signature: Karla Cox 4/29/91

MICROFILMED
DEC 09 1992


HEL
NHEL U.P.R.R.
NHEL
2
23.5
3
20.5
4
54.8
DITCH
2452.3
2288
HEL
1
6.1
HEL
2
5.8
HEL
4
10.1
HEL
3
13.8
HEL
5
22.3
North Rd.
29
28
32
33
28
33



NW SEC 29
NE, SE, SW
SEC 28
ROW: NWSW-35 acres
NE, SW-19 acres

T4S

R32E

T5S

Bingham County
1.5 second foot
Irrigation and domestic
Priority 4/9/1908

STATE OF IDAHO

Water License No.3571

Trans #330

WHEREAS, On the 9th day of April, A.D. 1908, LOUISA NUGENT, of Otis, County of Bingham, State of Idaho, duly made application (No.5070) to me for a permit to use 3 1/16 cubic feet per second of the waters of Alkali (or Spring) Creek, County of Bingham, State of Idaho, for irrigation and domestic purposes, and

WHEREAS, On the 11th day of April, A.D. 1908, Permit No. 3571, was issued to said applicant for the diversion of said water, and providing for the completion of the works of diversion therein described on or before the 11th day of April, A.D. 1910, and for the application to beneficial use of said water on or before the 11th day of April, A.D. 1911, and

WHEREAS, On the 2nd day of April, A.D. 1910, LOUISA NUGENT the holder of said permit duly made proof of the completion of adequate works for the diversion of 3 1/16 cubic feet per second of said waters, as evidenced by my Certificate No. 3571, dated April 22,1910, confirming the completion of works of sufficient capacity for diverting and conveying to the place of intended use 3 1/16 cubic feet per second of the waters of Alkali (or Spring) Creek with date of priority of April 9,1908, and

WHEREAS, On the 1st day of September, A.D. 1910, LOUISA NUGENT, the holder of said permit duly made proof of the application to beneficial use of 1.5 cubic feet per second of said water:

NOW, THEREFORE, By virtue of authority vested in me by the laws of the State of Idaho, I hereby grant and confirm to LOUISA NUGENT, of Otis, County of Bingham, State of Idaho, the holder and owner of said Permit No. 3571, a perpetual right, dating from April 9,1908, to the use of 1.5 cubic feet per second of the waters of Alkali (or Spring) Creek, in the County of Bingham, and State of Idaho, or so much thereof as may be necessary for the purposes hereinbelow mentioned, to be diverted at a point in the southeast quarter of the northwest quarter (SE¼ NW¼) of section 29, Township 4 South of Range 32 East of the Boise Meridian, and conducted to and upon (10 acres in southwest quarter of southwest quarter (SW¼ SW¼) 10 acres in northwest quarter of southwest quarter (NW¼ SW¼); 10 acres in southeast quarter of southwest quarter (SE¼ SW¼) and 15 acres in northeast quarter of southwest quarter (NE¼ SW¼) all in section 28, township 4 South of Range 32, East of the Boise Meridian, for the purpose of irrigation and domestic use, subject, however, to the laws of the State of Idaho applicable to a license for the use of the waters of the State, and subject, also, to the local or community customs, rules and regulations which have been or may be adopted from time to time by a majority of users from a common source of supply, canal or lateral from which such water may be taken, when such rules and regulations have for their object the economical use of such water.

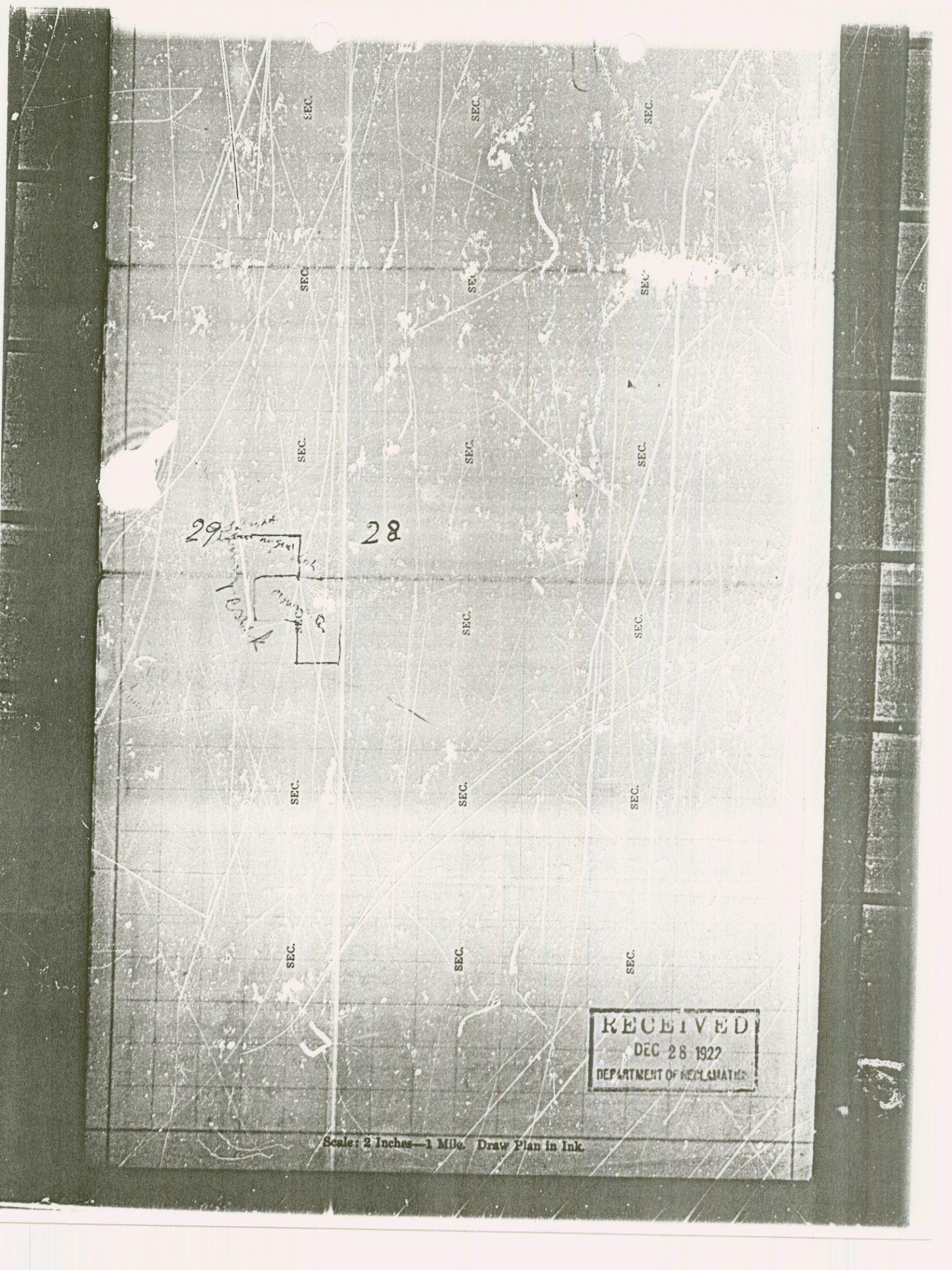
WITNESS, My hand and the seal of my office at Boise,Idaho, this eighth day of September, A.D. Nineteen hundred and ten.

(SEAL)

Recorded September 8,1910

D.C.Martin
State Engineer

35 2010


SEC.
28
RECEIVED
DEC 28 1922
DEPARTMENT OF RECLAMATION
Scale: 2 Inches—1 Mile. Draw Plan in Ink.

STATE OF IDAHO,

County of [illegible] } ss.

[illegible] and [illegible]

being first duly sworn, each for himself, and not one for the other, deposes and says: That he is a citizen of the United States and of the State of Idaho, residing at [illegible]; that he is a user of water from [illegible], in Water District No. [illegible], County of [illegible], State of Idaho; that he has read or heard read the foregoing affidavit and petition of [illegible] and is familiar with its allegations and with the water right and lands therein mentioned and described and is not in any way interested in either, nor in any way related to said petitioner; that the statements and allegations therein made are true of his own knowledge; and that no one will be injured by the granting of the certificate authorizing the transfer therein petitioned.

Subscribed and sworn to before me this 9th day of [illegible], A. D. 1922

[illegible]

[illegible]

STATE OF IDAHO,

County of } ss.

I, [illegible], Watermaster of Water District No. [illegible], County of [illegible], State of Idaho, whose postoffice address is [illegible], have read or heard read the foregoing affidavit and petition of [illegible], and, of my own knowedge, believe the same to be true as to all matters therein alleged, and that no one will be injured by the transfer prayed to be authorized; and I hereby endorse my approval of said petition, and request that the Commissioner of Reclamation issue the certificate of transfer as petitioned; or (do not approve of the issuance of the certificate of transfer prayed for) for the following reasons: [illegible]

Watermaster, Dist. No. [illegible]

Dated at [illegible], Idaho, this [illegible] day of [illegible], 19[illegible]

T-330

35-2010

That he intends to divert and convey said [illegible] second feet of water to the tract of land last above described in the following manner, to-wit: [illegible]

as set forth upon the map herewith; and that no one will be injured by such transfer.

WHEREFOR, Affiant and Petitioner prays that the Commissioner of Reclamation of the State of Idaho issue to him the proper certificate authorizing such transfer, in accordance with the provisions of Section 5582 of the Idaho Compiled Statutes.

O. F. Nelson
Applicant.

Subscribed and sworn to before me this 27th day of Dec
A. D. 1922

E. O. Taylor
Notary Public
Residing at Sterling Idaho

APPLICANT WILL ANSWER THE FOLLOWING QUESTIONS:

From what stream is the water diverted? Little Spring Creek.

Where is the diversion point located? at a point in SE¼ NW¼ Sec 27 T 14 S R 24 E

Through what ditch is it now conducted? [illegible]

How much land is now irrigated by the water sought to be transferred? [illegible]

Give the description: [illegible] SW¼ NW¼ Sec 27 T 14 S R 24 E

Range by water from to [illegible] corner about 11 South and the E one half which point is common corner

What is the total amount of water in inches, or second feet, dedicated to said land? 12½ inches or 16 cubic ft

What kind of crops are being raised? [illegible]

How much water per acre is now required to irrigate said land? [illegible] inch.

What will be the effect on the land now irrigated, if the use of water on it is discontinued? about 2 of the land is in timber Lots 3 and 4 which will not require any water.

Give location of new point of diversion, if change is to be made. Warren Dam ditch.

Through what ditch will it be conducted after transfer? Sam and Small Laterals 2 enrolled to present lots on whole tract

How much water will be required per acre to irrigate the land to which this water is transferred? [illegible] inch per acre.

Do you claim any other water right for the land from which you seek to abandon the use of this water?

If so, give amount, date and source. 120

Is there now any other water right for the land to which you seek to make this transfer? If so, give amount, date and source [illegible]

Signed Sterling Transfer Co
By O. F. Nelson
Applicant.
Secy.

Application for Transfer of Water Right

STATE OF IDAHO,

County of Bingham } ss.

O. A. Olson being first duly sworn, deposes and says:

That he is Secretary of the Townsite of Sterling Bingham County Idaho that he is of lawful age, a citizen of the United States and of the State of Idaho, and that his postoffice address is

Sterling Idaho

said Townsite.

That he is the owner and using a certain water right, bearing date of priority of 4-1-1907

for 1.5 cubic feet per second of the waters of a [illegible]

County of [illegible] State of Idaho, decreed to

by decree of Judge, of the Judicial District of the State of Idaho, in and for the County of in the case of

vs. , said decree bearing date of

(or obtained by virtue of License No. 2672 , issued by the State Engineer of the State of Idaho, dated 2-17- 1914 , bearing date of priority of 4/2/98 1908)

for the purpose of irrigating the following described lands, situate, lying and being in Water District No. 2 in the County of [illegible] and State of Idaho, to-wit:

SW¼ of the NE¼ of Section 29 in Township 4 South of Range 32 E.B.M.

(C) 15 1914 and is ~~the person or~~ representative of the corporation) to whom such right so issued, or has become the owner thereof in the following manner, i.e. by Warranty Deed, dated Feby 14th 1912 as per abstract of title of said water right hereto attached and made a part of this statement;

That said waters are now diverted from said stream in the SE¼ NW¼ of Section 29 Township 4 S. Range 32 E. B. M. and conducted to the above described lands through a ditch running South from the NW¼ SE¼ Sec 29 three fourths miles, WE [illegible] as per map herewith and of this affidavit made a part;

That affiant and petitioner desires to abandon the use of 1.5 cubic feet per second of said water upon the above described land, and to convey and use same upon the following tract, situate, lying and being in the County of Bingham and State of Idaho, to-wit:

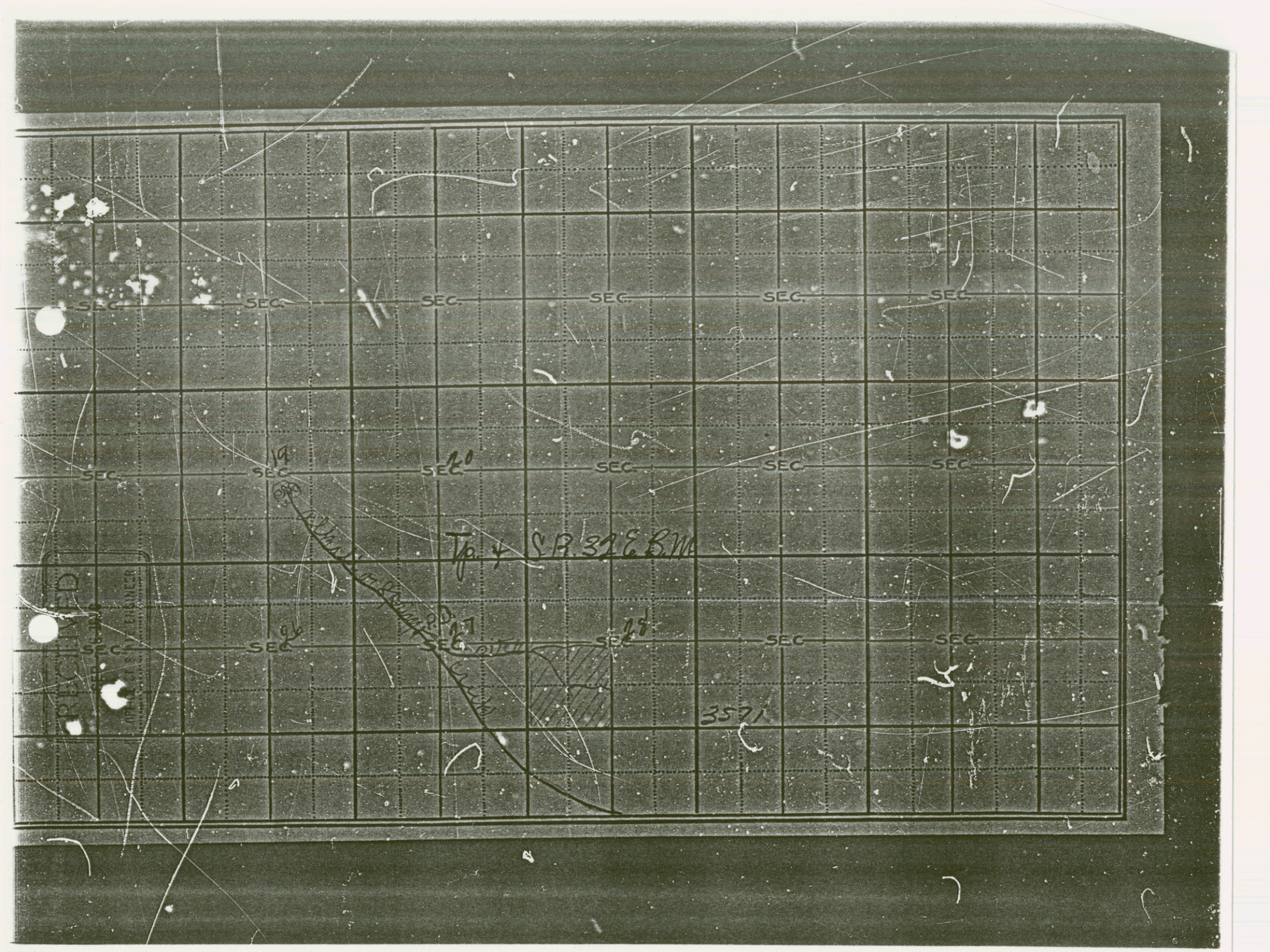
The lots and blocks in said Sterling Townsite situated in the NE¼ of NE¼ of section 29 and the S½ of SE¼ of section 20 in township 4 south of range 32 E.B.M.

That his reasons for desiring to make such transfer are as follows: That there is sufficient water in the above mentioned water right to irrigate all the lots and blocks in said Townsite, but the water right now stands as to only the first above described forty acre tract and this application is to have the water apportioned equaly to all of said lots and blocks-

Cert 114

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