

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: AUG-18-1997

PAGE: A-254

RIGHT NUMBER:

43-10542

NAME & ADDRESS:

W FLOYD KNIGHT
115 S MAIN
MANTUA UT 84324

SOURCE:

GROUNDWATER

QUANTITY:

0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE:

12/31/1916

POINT OF DIVERSION:

T15S R24E S22

SENWSE

Within CASSIA County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

STOCKWATER

01-01 12-31

0.04 CFS

DOMESTIC 1 HOME

01-01 12-31

0.04 CFS

PLACE OF USE:

STOCKWATER

Within CASSIA County

T15S R24E S22

NWSE

DOMESTIC

Within CASSIA County

T15S R24E S22

NWSE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL:

BASIS OF CLAIM - BENEFICIAL USE

PARCEL NO. 15S24E228385A

STOCKWATER, VARIOUS

Claim proofread by:

KJ

Date:

9-5

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 SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: **A43-10542**
Date Received: 6/21/1989
Receipt No: S008322
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: SYLVIA KNIGHT
Address: 115 SOUTH MAIN
MANTUA UT

435-734-9909

84324-4381

2. Date of Priority: DEC 31, 1916

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
15S	24E	22	SE	NW	SE		CASSIA

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSE S/VARIOUS

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
15S	24E	22	NW	SE		DOMEST	
			NW	SE		STOCK	

11. Place of use in counties: CASSIA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:
ALMO CREEK RUNS STRAIGHT THROUGH THIS PROPERTY.
STOCK ALSO WATER IN ALMO CREEK.

15. Basis of Claim: BENEFICIAL USE

RECEIVED

DEC 05 1997

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

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 No(s).:

A43-00161 - A43-00383 A43-00384 - A43-00385
A43-10543 - A43-10545 A43-10548 A43-10542

Adjudication Claim No(s).:

same as above. ✓ = modified records
12-8-97.

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 attached to your deed or on file with the county.)

OR

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

3. Name and Address of Former Owner/Claimant

W. Floyd Knight (deceased)

4. New Owner/Claimant(s)

Sylvia P. Knight (wife)

New Mailing Address

Name Connector (Check one): [] and, [] or, [] and/or
115 South Main

City, State and ZIP Code

Mantua, Utah 84324-4381

New Telephone Number

(435) 734-9909

new area code

(former number)
no

5. Date you acquired the property

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 you irrigate 360

1.2 Root River

Number and type of stock

under lease to
Sylvia W. WoodburyDiversion rate in CFS 2.8
check

Number of homes

one

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 or Claimant(s)

Sylvia P. Knight

3 Nov. 1997

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

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

All other information stays the same as it was for
William Floyd Knight

STATE OF UTAH - DEPARTMENT OF HEALTH
CERTIFICATE OF DEATH

LOCAL FILE NUMBER 02-217

STATE FILE NUMBER

1. NAME OF DECEDENT (First, Middle, Last) William Floyd KNIGHT		2. SEX Male		3a. DATE OF DEATH (Mo., Day, Yr.) December 29, 1993		3b. TIME OF DEATH (If in close proximity to death) 1600	
4. DATE OF BIRTH (Mo., Day, Yr.) Jul 4, 1904		5. AGE (Last birthday) 89 Yrs		6. BIRTH-PLACE (City & State or Foreign Country) Slaterville, UT		7. SOCIAL SECURITY NUMBER 84324 47209	
8a. PLACE OF DEATH (Check only one) HOSPITAL: ☐ Inpatient ☐ ER/Outpatient ☐ DCA ☐ Nursing Home ☒ Residence ☐ Other		8b. NAME OF HOSPITAL/NURSING HOME OR OTHER FACILITY (If outside a facility, give street address of location) 115 South Main					
8c. CITY, TOWN OR LOCATION OF DEATH Mantua		8d. COUNTY OF DEATH Box Elder		9. SURVIVING SPOUSE (If wife, give maiden name) Sylvia P. Pulsipher			
10. WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No ☐ Divorced ☐ Married ☐ Widowed		12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT use retired) Farmer/Rancher		12b. KIND OF BUSINESS OR INDUSTRY Agriculture			
13a. RESIDENCE - STREET AND NUMBER 115 South Main		13b. CITY, TOWN, OR COMMUNITY Mantua		13c. COUNTY Box Elder		13d. STATE UT	
13e. INSIDE CITY ☐ ZIP CODE LIMITS? ☒ Yes ☐ No 84324		14. WAS DECEDENT OF HISPANIC ORIGIN? (If yes, specify) ☐ Mexican ☐ Cuban ☐ Puerto Rican ☐ Other (Specify)		15. RACE - Black, White, Am. Indian (Tribe may be entered) Japanese, etc. (Specify) White		16. EDUCATION (Specify only highest grade completed) Elementary or Secondary (13-16 or 17 if) 8	
17. FATHER'S NAME (First, Middle, Last) John Hyrum Knight		18. MOTHER'S NAME (First, Middle, Last) Eliza Hannah Bradshaw					
19. NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT Sylvia P. Knight (Wife) 115 South Main Mantua, UT 84324							
20. MODE OF DISPOSITION ☐ Entombment ☐ Donation ☐ Other ☒ Burial ☐ Cremation ☐ Removal		21a. DATE OF DISPOSITION Jan 3, 1994		21b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Ogden City Cemetery		21c. LOCATION - City or Town, State Ogden, Utah	
22. SIGNATURE OF FUNERAL SERVICE LICENSEE <i>Ernie Meyer</i>		23. LICENSE NUMBER 53308064		24. FUNERAL HOME (Name, address and license number) Olsen-Myers Mortuary 205 S. 100 E. Brigham City, UT 84302 5608043			
25. DATE DECEDENT WAS LAST ATTENDED BY CERTIFYING PHYSICIAN 1-28-94		26. If not certified by medical examiner, was death reported to M.E.? ☐ Yes ☒ No If yes, enter the date and hour reported: M.E. Case No. HOUR: _____ MO: _____ DAY: _____ YEAR: _____		27a. DATE SIGNED (Mo., Day, Yr.) 1-6-94			
27a. CERTIFIER ☒ CERTIFYING PHYSICIAN To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated. ☐ MEDICAL EXAMINER/LAW ENFORCEMENT OFFICIAL On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, place, and due to the cause(s) and manner as stated.		27b. SIGNATURE AND TITLE OF CERTIFIER <i>Dean L. Bunderson MD</i>		27c. LICENSE NUMBER 2609		27d. DATE SIGNED (Mo., Day, Yr.) 1-6-94	
28. NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (Item 31) (Type/print) Dean L. Bunderson, MD, 47 N. 100 E. Brigham City UT 84302							
29. REGISTRAR'S SIGNATURE <i>John C. Bailey MD</i>		30. DATE FILED (Month, Day, Year) Held: Dec. 10, 1993 Rec: Jan. 11, 1994					
31. PART I ENTER THE DISEASE, INJURIES, OR COMPLICATIONS THAT CAUSED THE DEATH. DO NOT ENTER THE MODE OF DYING, SUCH AS CARDIAC OR RESPIRATORY ARREST, SHOCK, OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE. IMMEDIATE CAUSE (Final disease or condition resulting in death) <i>Cardiac Arrest</i> DUE TO (OR AS A CONSEQUENCE OF) Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST <i>Hemiparesis from Stroke</i> DUE TO (OR AS A CONSEQUENCE OF) <i>Unresected Thrombosis</i> DUE TO (OR AS A CONSEQUENCE OF)							
PART II. Other Significant Conditions contributing to death but not resulting in the underlying cause given in Part I		32. IN YOUR OPINION, TOBACCO USE BY THE DECEDENT ☐ Probably contributed to the cause of death. ☐ Was the underlying cause of death. ☐ Did not contribute to the cause of death. ☐ Is unknown in relation to the cause of death		33a. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No		33b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? ☐ Yes ☒ No	
34. MANNER OF DEATH ☒ Natural ☐ Accident ☐ Suicide ☐ Homicide ☐ Undetermined if Injured Purposefully or Accidentally ☐ Pending Investigation		35a. DATE OF INJURY (Month, Day, Year)		35b. TIME OF INJURY (24 Hour Clock)		35c. INJURY AT WORK? ☐ Yes ☒ No	
35d. LOCATION (Street or rural route number, city or town, county and state)		35e. PLACE OF INJURY (At home, farm, street, factory, office, building, etc. (Specify))					
35f. DESCRIBE HOW OCCURRED (enter sequence of events which resulted in injury, NATURE OF INJURY SHOULD BE ENTERED IN ITEM 31)							

DATE	DESCRIPTION	AMOUNT	BALANCE
43-00161	-00385	-00385	-00385
43-00161	-00385	-00385	-00770
43-00161	-00385	-00385	-01155
43-00161	-00385	-00385	-01540
43-00161	-00385	-00385	-01925
43-00161	-00385	-00385	-02310
43-00161	-00385	-00385	-02695
43-00161	-00385	-00385	-03080
43-00161	-00385	-00385	-03465
43-00161	-00385	-00385	-03850
43-00161	-00385	-00385	-04235
43-00161	-00385	-00385	-04620
43-00161	-00385	-00385	-05005
43-00161	-00385	-00385	-05390
43-00161	-00385	-00385	-05775
43-00161	-00385	-00385	-06160
43-00161	-00385	-00385	-06545
43-00161	-00385	-00385	-06930
43-00161	-00385	-00385	-07315
43-00161	-00385	-00385	-07700
43-00161	-00385	-00385	-08085
43-00161	-00385	-00385	-08470
43-00161	-00385	-00385	-08855
43-00161	-00385	-00385	-09240
43-00161	-00385	-00385	-09625
43-00161	-00385	-00385	-10010
43-00161	-00385	-00385	-10395
43-00161	-00385	-00385	-10780
43-00161	-00385	-00385	-11165
43-00161	-00385	-00385	-11550
43-00161	-00385	-00385	-11935
43-00161	-00385	-00385	-12320
43-00161	-00385	-00385	-12705
43-00161	-00385	-00385	-13090
43-00161	-00385	-00385	-13475
43-00161	-00385	-00385	-13860
43-00161	-00385	-00385	-14245
43-00161	-00385	-00385	-14630
43-00161	-00385	-00385	-15015
43-00161	-00385	-00385	-15400
43-00161	-00385	-00385	-15785
43-00161	-00385	-00385	-16170
43-00161	-00385	-00385	-16555
43-00161	-00385	-00385	-16940
43-00161	-00385	-00385	-17325
43-00161	-00385	-00385	-17710
43-00161	-00385	-00385	-18095
43-00161	-00385	-00385	-18480
43-00161	-00385	-00385	-18865
43-00161	-00385	-00385	-19250
43-00161	-00385	-00385	-19635
43-00161	-00385	-00385	-20020
43-00161	-00385	-00385	-20405
43-00161	-00385	-00385	-20790
43-00161	-00385	-00385	-21175
43-00161	-00385	-00385	-21560
43-00161	-00385	-00385	-21945
43-00161	-00385	-00385	-22330
43-00161	-00385	-00385	-22715
43-00161	-00385	-00385	-23100
43-00161	-00385	-00385	-23485
43-00161	-00385	-00385	-23870
43-00161	-00385	-00385	-24255
43-00161	-00385	-00385	-24640
43-00161	-00385	-00385	-25025
43-00161	-00385	-00385	-25410
43-00161	-00385	-00385	-25795
43-00161	-00385	-00385	-26180
43-00161	-00385	-00385	-26565
43-00161	-00385	-00385	-26950
43-00161	-00385	-00385	-27335
43-00161	-00385	-00385	-27720
43-00161	-00385	-00385	-28105
43-00161	-00385	-00385	-28490
43-00161	-00385	-00385	-28875</

This is to certify that this is a true copy of the certificate on file in this office. This certified copy is issued under authority of section 26-2-22 of the Utah Code Annotated, 1953 As Amended.

Date Issued:

JAN 12 1994

County

BEAR RIVER HEALTH DEPT.

Registrar

JOHN C. BAILEY, M.D.

John E. Brockert

DIRECTOR OF VITAL STATISTICS

By

LL 781223

Laye Parson



RECEIVED

JAN 20 1998

Department of Water Resources

Sylvia P. Knight

115 South Main

Mt. Pleasant, Utah 84324

435-734-9909

State of Idaho Water Resources:

Attn - Sally Sherman:

So appreciated the information you sent to me before the holidays.

I have tried to find "Aerial maps" on these two parcels of ground. No luck on that so far.

I did find the original of the enclosed "Contract of Sale" copies in our "Bank Deposit Box", concerning our "Junction Range" of 85 acres, and our Almo "Green Place" (as we call it). I hope maybe this will help you with our records in your office.

Sorry I am so slow getting back to this project.

Thanks lots.

Most Sincerely,
Sylvia P. Knight

15 January 1998

A43-10548

43-00161

-00383

-00384

-00385

-10542

-10543

-10545

-10548

RECEIVED

JAN 20 1998

W. Floyd & Sylvia Knight
115 South Main
Mantua, UT 84324

CONTRACT OF SALE

Sylvia P. Knight

Department of Water Resources

THIS AGREEMENT, Made this 9th day of February in the year 1954, between REX WARD and MARGARET WARD, his wife, of Malta, County of Cassia, State of Idaho, hereinafter called the Sellers, and W. FLOYD KNIGHT and ADORA M. KNIGHT, his wife, of Almo, County of Cassia, State of Idaho, hereinafter called the Purchasers.

WITNESSETH:

WHEREAS, On the 9th day of February, 1953, a certain contract was entered into between Geo. F. Bowen and Myrtle Bowen, his wife, as parties of the first part, Rex Ward and Margaret Ward, his wife, as parties of the second part, and W. Floyd Knight and Adora M. Knight, his wife, as parties of the third part; and

WHEREAS, In the said contract the Bowens agreed to sell to Rex Ward and Margaret Ward, his wife, certain real estate described therein and Rex Ward and Margaret Ward, his wife, agreed to sell to W. Floyd Knight and Adora M. Knight, his wife, the real estate described in said contract and hereinafter described; and

WHEREAS, The Sellers and the Purchasers are desirous of separating their transaction from the contract with Bowens, but this contract shall not in any manner affect the contract between Bowens and Rex Ward and Margaret Ward, his wife; and

WHEREAS, At the time that the Bowen contract was entered into the Purchasers paid to the Sellers, or to Bowens for the Sellers, a certain portion of the purchase price of the real estate hereinafter described, and in the fall of 1953 paid the interest on the unpaid portion of the purchase price up to the 10th day of February, 1954; and

WHEREAS, There now remains unpaid on the purchase price of the real estate hereinafter described the sum of \$29,500.00, together with interest thereon at the rate of four per cent (4%) per annum from the 10th day of February, 1954, until paid as hereinafter specified.

NOW, THEREFORE, In consideration of the premises aforesaid and of the sum of Twenty Nine Thousand, Five Hundred Dollars (\$29,500.00), lawful money of the United States of America, to be paid by the Purchasers to the Sellers as hereinafter specified, the Sellers do hereby covenant and agree to sell, transfer and convey to the Purchasers and the Purchasers do hereby covenant and agree to purchase of and from the Sellers the following described real estate in the County of Cassia, State of Idaho, to-wit:

Beginning at the Southwest corner of the Northeast Quarter of the Northeast Quarter (NE¹NE¹) of Section Twenty-seven (27), Township Fifteen (15) South, Range Twenty-four (24), East of the Boise Meridian; thence running north along the county road 40 rods; thence east 40 rods; thence South 40 rods; thence west 40 rods to the place of beginning, containing ten (10) acres,

43-10543

43-00161-00383-00384, -00385, -10542, -10543, -10545, -10548

Own 10 acres in Almo town. Turn over to next page for water rights.

together with one share of stock in the Almo Water Company, a corporation, and the following described real estate, to-wit:

East Half of the Southeast Quarter ($E\frac{1}{2}SE\frac{1}{4}$) of Section Twenty-three (23); South Half ($S\frac{1}{2}$) and Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) and the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$) of Section Twenty-four (24); All of the East Half ($E\frac{1}{2}$) except the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$) of Section Twenty-six (26); All of Section Twenty-five (25); Southwest Quarter ($SW\frac{1}{4}$), Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$) and East Half ($E\frac{1}{2}$) of Section Thirty-five (35), all in Township Sixteen (16) South, Range Twenty-two (22), East of the Boise Meridian.

Lots Three (3) and Four (4) of Section Nineteen (19); Lot One (1) of Section Thirty (30); Lots Four (4), Five (5) and Six (6) of Section Thirty-one (31); Lots One (1), Two (2), Three (3) and Four (4), North Half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$) and South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$) of Section Thirty-two (32); Southwest Quarter of the Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$) of Section Thirty-three (33), all in Township Sixteen (16) South, Range Twenty-three (23) East of the Boise Meridian, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including any and all Taylor Grazing rights connected with the above described real estate, or any part or parcel thereof.

In addition to the above described real estate the Sellers hereby agree to sell, assign, set over and transfer all of their right, title, claim and interest in and to the North Half ($N\frac{1}{2}$) of Section Thirty-six (36), Township Sixteen (16) South, Range Twenty-three (23), East of the Boise Meridian, purchased from the State of Idaho by the Sellers, as evidenced by Sale Certificates No. 22691-A and 22690-A. The Purchasers hereby covenant and agree to assume and pay all payments of both principal and interest that become due on the said Certificates of Sale on and after the 1st day of January, 1953, the said payments of both principal and interest to be made as specified and provided in said Certificates of Sale.

It is the intention of the Sellers to sell to the Purchasers and the Purchasers to buy of and from the Sellers all the property which the Sellers purchased from the Daniel Beus Estate, located in Township Sixteen (16) South, Range Twenty-three (23) and in Township Sixteen (16) South, Range Twenty-two (22), East of the Boise Meridian, in Cassia County, Idaho, that has not heretofore by the Sellers been sold to and conveyed to the Purchasers. In the event that it should be discovered that any tract has been omitted from the above description, such omission was by error and mistake and it is the intention of the parties to include the same as a part of this contract.

43-00161, -00383, -00384, -00385, -10542, -10543,
-10545, -10548

The Purchasers do hereby covenant and agree to pay the Sellers for the real estate hereinabove described the sum of Twenty Nine Thousand, Five Hundred Dollars (\$29,500.00) in fifteen (15) annual payments of \$1,966.66 each, as follows, to-wit: the first payment of \$1,966.66 to be paid on the 10th day of February, 1956, and a payment of \$1,966.66 to be paid on the 10th day of February of each and every year thereafter up to and including the 10th day of February, 1970.

All deferred payments shall draw interest from the 10th day of February, 1954, until paid at the rate of four per cent (4%) per annum. Interest to be paid on the 10th day of February, 1955, and on the 10th day of February of each and every year thereafter during the life of this contract, the interest to be paid in addition to the principal payments and the principal on which interest is computed is to be reduced as payments thereon are made.

In addition to the annual payments to be made by the Purchasers the Purchasers reserve the right to pay on the 10th day of February of any year during the life of this contract, any multiple of \$1,966.66.

The Sellers hereby covenant and agree to pay all taxes, levies and assessments taxed, levied or assessed upon the said premises for the year 1952 and all years prior thereto.

The Purchasers do hereby covenant and agree to pay all taxes, levies and assessments taxed, levied or assessed against the said premises for the year 1953 and all years subsequent thereto, the said taxes to be paid as the same become due and payable and before the same or any part thereof shall become delinquent. Receipts for the payment of the same shall be furnished by the Purchasers to the Sellers at least ten (10) days before any installment of the taxes, levies or assessments shall become delinquent.

In addition to paying the taxes as the same become due and payable, the Purchasers hereby covenant and agree to pay all Taylor Grazing fees that shall become due and payable on all Taylor Grazing rights appurtenant to the said premises, and which the Sellers hereby covenant and agree to transfer and convey to the Purchasers, during the life of this contract and to furnish to the Sellers receipts therefor before the same or any part thereof become delinquent.

The Purchasers do hereby covenant and agree that they will at all times during the life of this contract keep the said premises hereby agreed to be sold in as good condition as the same are in at the date of the execution of this contract; that they will not commit or permit to be committed upon the said premises any waste or strip; that they will at all times keep all fences or other improvements upon the said premises in good condition and repair and without any alteration that will depreciate the value thereof.

The Sellers shall have the right to enter into and upon the said premises at any and all times during the life of this contract for the purpose of inspecting the same or the

43-10161, -00383, -2a-00384, -00385, -10542, -10543
-10645, -10548

improvements thereon.

In the event that the Purchasers shall fail, refuse or neglect to pay any taxes, levies or assessments upon the premises as the same become due and payable, or shall fail, refuse or neglect to keep the fences in good condition and repair, the Sellers shall have the right to pay the same or to repair the said fences and to add the amount paid for taxes and the cost and expense of repairing the fences to the purchase price and any payments so made by the Sellers shall draw interest from the date of payment until repaid by the Purchasers at the rate of eight per cent (8%) per annum.

The Purchasers do hereby covenant and agree that they will not sell, assign or transfer this contract or sell, assign or transfer their interest in or to the said real estate, or any part or parcel thereof, during the life of this contract without the written consent of the Sellers first had and obtained.

Upon the Purchasers paying all of the purchase price, together with the interest thereon, as specified and provided herein, the Sellers will make, execute and deliver to the Purchasers a deed to the above described real estate transferring and conveying to the Purchasers title to the said real estate in fee simple, unconditional, free and clear of all encumbrances excepting taxes for the year 1953 and any years subsequent thereto and any liens, clouds or encumbrances caused or placed against the said premises by the Purchasers.

The Sellers hereby covenant and agree that on or before the 15th day of February, 1960, they will procure an abstract of title to the above described real estate, extended to a date after the date of this contract, which said abstract shall show a good marketable title in fee simple, unconditional, free and clear of all encumbrances excepting taxes for the year 1953 and all years subsequent thereto and any and all clouds, liens or encumbrances caused or placed against the said premises by the Purchasers. The Purchasers shall have ninety (90) days from the date of receiving the said abstract in which to have the said abstract of title examined. In the event that the abstract shall not show a good marketable title to be in the Sellers as herein specified, then the Purchasers shall point out in writing to the Sellers wherein the said abstract does not show a good marketable title to be in the Sellers. The Sellers shall have one (1) year after the receipt from the Purchasers of a list of the defects in the title as shown by the said abstract in which to remove the same and have the abstract extended showing that the defects have been removed. Upon the abstract being extended, the Sellers shall deliver the same to the Purchasers for approval. In the event that the Purchasers shall not approve the title as shown by the said abstract and the objections of the Purchasers shall be valid objections to the title, then the Purchasers shall have the right, at the cost and expense of the Sellers, to have the defects as shown by the said abstract removed and the abstract extended showing such defects to have been removed, and the Purchasers shall have the right to withhold the cost and expense of

43-00165-00383-00384, -00385, -10542, -10543,
-10545, -10548

perfecting such title from the next payment to be made on the purchase price of the said premises. After the title has been perfected as shown by the said abstract and approved by the Purchasers, the abstract shall be by the Purchasers delivered to the Sellers and shall be retained by the Sellers until the total amount of the purchase price, together with the interest thereon, shall have been paid, and shall be delivered to the Purchasers contemporaneously with the execution and delivery of a deed therefor.

If the Sellers shall so elect, in lieu of furnishing an abstract of title to the Purchasers, the Sellers shall have the right to furnish the Purchasers a certificate of title insurance, which certificate of title insurance shall insure a good marketable title in fee simple, unconditional, free and clear of all encumbrances to be in the Sellers, excepting taxes for the year 1953 and all years subsequent thereof and any clouds, liens or encumbrances caused or placed against the said premises by the Purchasers.

Upon the said Purchasers paying all of the purchase price, together with the interest thereon, as specified and provided herein, and keeping, observing and performing all of the terms and conditions of this contract to be by them kept, observed and performed, the Sellers hereby covenant and agree to make, execute and deliver to the Purchasers a good and sufficient warranty deed transferring and conveying to the Purchasers title to the above described premises in fee simple, unconditional, free and clear from all encumbrances excepting taxes for the year 1953 and all years subsequent thereto and any and all liens, clouds or encumbrances caused or placed against the said premises by the Purchasers, it being expressly understood and agreed that the payment of all of the purchase price and the interest thereon are conditions precedent to the right of the Purchasers to receive a deed to the above described real estate, or any part or parcel thereof.

If the Sellers shall elect to procure an abstract of title as hereinbefore specified, contemporaneously with the execution and delivery of the deed they shall deliver to the Purchasers the abstract of title. If the Sellers shall elect to procure a title insurance certificate, contemporaneously with the execution and delivery of the deed they shall deliver to the Purchasers a certificate of title insurance insuring the title to be in the Sellers, if the same has not theretofore been delivered to and retained by the Purchasers.

It is expressly understood and agreed that time is of the essence of this contract, and in the event that the Purchasers shall fail, refuse or neglect to make any payment of the purchase price or the interest thereon on the dates specified and provided herein, or shall fail, refuse or neglect to keep and perform any other covenants and agreements herein contained to be by them kept, observed and performed, promptly as agreed herein, time being of the essence hereof, it shall be optional with the Sellers to declare this contract forfeited, whereupon all rights of the Purchasers to

43-00161, -00383, -00384, -00385, -10542, -10543,

-10545, -10548

complete the said purchase or to continue in possession of the said premises shall absolutely terminate and the Purchasers shall forfeit to the Sellers all money paid upon the purchase price and any and all taxes, levies or assessments paid upon the said premises, together with any and all improvements placed upon the said premises, if any, as liquidated damages for the breach of this contract, unless the Sellers shall otherwise elect. Upon such breach by the Purchasers and election by the Sellers to declare this contract forfeited, the Sellers shall be relieved from any and all liability to transfer or convey the said premises or any part thereof, to the Purchasers. Provided, however, that before the Sellers shall have the right to declare a forfeiture of this contract, they shall serve upon the Purchasers notice in writing specifying wherein the Purchasers have breached the contract and requiring the Purchasers to perform the terms and conditions of the said contract as specified in said notice within thirty (30) days after the date of the service of the said notice. In the event that the Purchasers shall perform the terms and conditions of the contract as specified and provided in the said notice within thirty (30) days after the date of the service of the same, then the said contract shall be placed in good standing and the Sellers shall not have the right to declare the contract forfeited for the breaches specified in said notice. Nothing herein contained, however, shall be construed to prevent the Sellers from declaring a forfeiture for any subsequent breaches by serving on the Purchasers notice in writing specifying the breaches which have occurred since the former notice, and requiring the performance of the contract within thirty (30) days after the date of such additional notice.

In the event that the Purchasers shall not comply with the terms and conditions of the notice served upon them within thirty (30) days as hereinbefore specified, then and in that event, the Sellers shall have the right to declare the total amount of the purchase price as immediately due and payable, and may proceed to collect the same either by declaring a forfeiture of this contract, enforcing and foreclosing this contract as a mortgage or any other method authorized under the laws of the State of Idaho, it being expressly understood and agreed that the rights of the Sellers are cumulative and not exclusive.

The Purchasers have had possession of the said premises since the 9th day of February, 1953. They shall be entitled to hold and enjoy the said premises, and the whole thereof, so long as all of the terms and conditions of this contract are complied with, but a failure to comply with the same and an election on the part of the Sellers to declare this contract forfeited, shall terminate their right to possession and from and after such breach and election the Purchasers shall be regarded as tenants holding over after the expiration of their term and shall be liable to be dispossessed under the law relative to forcible entry and unlawful detainer.

In the event that the Sellers shall not require a strict performance of the terms and conditions of this contract, such failure shall not be or constitute or be construed to be

-5-
43-00161, -00383, -00384, -00385, -10542, -10543,
-10545, -10548

a waiver of their right to require a strict performance of all of the terms and conditions of this contract thereafter.

In the event that the herbage for grazing and pasturage that grows upon the above described premises shall not be sufficient to afford pasturage, by reason of hail or drouth, for two hundred head of cattle during the grazing season of any one year, then the Purchasers shall not be required to pay to the Sellers during that one year more than the accrued interest upon the unpaid portion of the purchase price. The payment on the principal of the purchase price that matures during such dry year, or the year that the pasturage is destroyed by hail, shall not become due until the 10th day of February, 1971. This clause shall not apply or have any force or effect unless all livestock of every kind or nature whatsoever that are not owned by the Purchasers are kept off the said premises and the Purchasers do not have upon the said premises at any one time more than two hundred head of livestock.

The grazing season as used in this contract means the period from the 15th day of May to the 31st day of October of each year.

All payments to be made under this contract shall be made by the Purchasers to the Sellers at Malta, Idaho, or at such other place or places as the Sellers shall in writing designate.

This contract shall take the place of and be in lieu of that portion of the contract bearing date the 9th day of February, 1953, which pertains to the Purchasers and Sellers. From and after the date of the execution of this contract that portion of the contract between the Purchasers and Sellers, bearing date the 9th day of February, 1953, shall be and become null and void; excepting that that portion of the contract of the 9th day of February, 1953, which required and requires the Purchasers to turn over and deliver to Geo. F. Bowen and Myrtle Bowen certain real estate described in said contract shall be and remain in full force and effect, and the Sellers shall receive the credit on their contract with Bowens for the value of the real estate described in the said contract that the Purchasers agreed to sell, transfer and convey to the Bowens.

These presents shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto as fully and completely as if severally and separately mentioned and described herein.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals and executed these presents in triplicate, the day and year first above written.

Ray W. Ward (SEAL)
Margaret Ward (SEAL)
W. Floyd Wright (SEAL)
Adora M. Wright (SEAL)

43-00161-00383-00384-00385-10542-10543
-10545-10548

STATE OF IDAHO

County of Cassia

ss.

On this 9th day of February, 1954, before me, the undersigned, a Notary Public in and for said State, personally appeared Rex Ward and Margaret Ward, his wife, and W. Floyd Knight and Adora M. Knight, his wife, known 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 affixed my official seal, the day and year in this certificate first above written.

D. T. Jones
Notary Public in and for Idaho,
Residing at Burley, Idaho.

43-00161, -00383, -00384, -00385, -10542, -10543,
-10545, -10548

E 102
1-3

Marked 25 to water Filings
in Water Resources office
Twin Falls, Idaho
June 21, 1989
by "Steve Elliott"

43-00161, -00383, -00384,
-00385, -10542, -10543,
-10545 & -10548.

3 claims on
Almo Creek Water
covers these
4 - 40 acres
of ground
X

1966

30 29

31 32

E 102
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Almo Creek

X

14

C 9.5

D 11.7

Ratt River water
covers these
4 - 40 acres
of ground
X

X

8.4

6.5

3.7

E 102

Ratt River
Point of Diversion

228702

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-10543, -10545, ~~10548~~

WARRANTY DEED

For Value Received, W. FLOYD KNIGHT and SYLVIA P. KNIGHT, husband and wife, of Mantua, Box Elder County, Utah, the Grantors, do hereby grant, bargain, sell and convey unto themselves, W. FLOYD KNIGHT and SYLVIA P. KNIGHT, husband and wife, as joint tenants with right of survivorship and not as tenants in common, the Grantees, the following described real property situated in Cassia County, State of Idaho, to-wit:

The Southeast quarter of the Southeast quarter of Section 27, Township 11 South, Range 24 East, Boise Meridian, consisting of 40 acres.

The Southwest quarter of the Northeast quarter of Section 27, Township 15 South, Range 24 East, Boise Meridian, consisting of 10 acres.

The Northwest quarter, Southwest quarter of the Northeast quarter, Northeast quarter of Southwest quarter, West half of Southwest quarter, and Northwest quarter of Southeast quarter of Section 32, Township 15 South, Range 25 East, Boise Meridian. Consisting of 360 acres.

East half of Southeast quarter of Section 30, Township 15 South, Range 25 East, Boise Meridian. Consisting of 80 acres.

West half of Southwest quarter of Section 29, Township 15 South, Range 25 East, Boise Meridian. Consisting of 80 acres.

-10548 → Lots 4, 5, and 6 of Section 31, Township 16 South, Range 23 East, Boise Meridian. Consisting of 85.99 acres.

-10542 → T 370 in Section 22, Township 15 South, Range 24 East, Boise Meridian. Consisting of 1.2 acres. *JK*

Together with all water rights and grazing rights appurtenant to the
TO HAVE AND TO HOLD, the said premises, with appurtenances, *above*
unto the said Grantees, their heirs and assigns forever. And the *SDS*
said Grantors do hereby covenant to and with the said Grantees,
that they are the owners in fee simple of said premises; that said
premises are free from all encumbrances and that they will warrant
and defend the same from all lawful claims whatsoever.

day of
DATED this 17th / October, 1989.

W. Floyd Knight
W. Floyd Knight

Sylvia P. Knight
Sylvia P. Knight

STATE OF UTAH

)

) ss.

COUNTY OF BOX ELDER

)

Notes
Mantuz, Utzh
29 Nov 1997



Idzho Dept of Water Resources

Attn: Sally Sherman

I am sending copies of everything I can think of that you might need. I really appreciated the "Adjudication Claims Listing" you sent to help me.

Thanks millions -

Most Sincerely,
Sylvia P. Knight

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-10543, -10545 & -10548 X = located in d

X = located in different legal description.

12-09-97

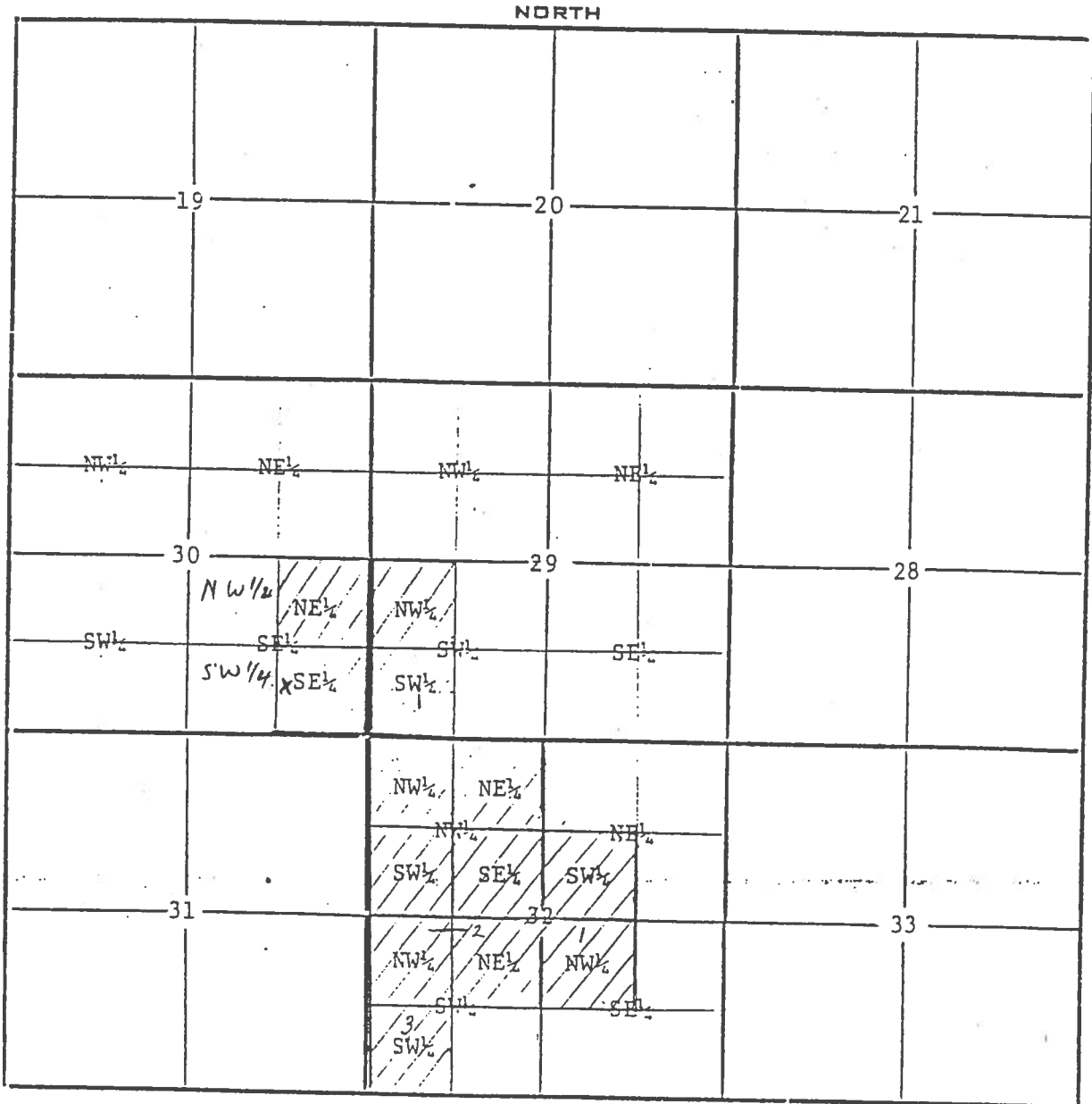
No. 7502

Map of the Property Described in the Foregoing Caption

(Scale—40 Chains to the Inch)

Township.....15 SOUTH.

Range 25 EAST, BOISE MERIDIAN



W. Floyd Knight ^{SOUTH} Property

SHEET NO.

43-10548

Notes

Honest Sally Sherman,
Enclosing the information
you requested. Hope this
is all you will need.
Please contact me again
if is isn't. Thanks lots.



Most Sincerely,
Sylvia P. Knight

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Cassia County Abstract Co., Ltd.

"COMPLETE TITLE SERVICE"

BONDED ABSTRACTORS

PHONE 678-8347

P. O. BOX 548

BURLEY, IDAHO 83318

May 8, 1985

Mr. W. Floyd Knight
115 South Main
Mantua, Utah 84302

Re: Abstract No. 7502
Daniel Beus Estate
W. Floyd Knight

Dear Mr. Knight:

We are enclosing Abstract No. 7502, in connection with the above caption, along with our statement.

If we can be of any further service, or if you have any questions, please contact our office.

Thank you for this opportunity of serving you.

Very truly yours,



Lex H. Kunau

LHK/rm
Enc.

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The 94 sheets abstract # 7502 is in our
Bank Deposit Box.

43-10548

Notes

Honest Sally Sherman,
Enclosing the information
you requested. Hope this
is all you will need.
Please contact me again
if is isn't. Thanks lots.



Most Sincerely,
Sylvia P. Knight

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-00384
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-10548

TUFT & BYWATER

Attorneys at Law
205 East 15th Street
P.O. Box 1088
Burley, Idaho 83318
Telephone: (208) 678-1164
Facsimilie: (208) 678-2924

Petitioner

Attorneys for

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CASSIA
MAGISTRATE DIVISION

IN THE MATTER OF THE ESTATE OF:)

Case No.

W. FLOYD KNIGHT)

SP 95-00196 M
**PETITION FOR ADMINISTRATION OF
ESTATE OF WHICH SURVIVING
SPOUSE IS SOLE BENEFICIARY**

Deceased.)

Petitioner, Sylvia P. Knight, states and represents to the court that:

1. Petitioner's interest in this matter is that of the surviving spouse of the decedent.
2. The decedent, W. Floyd Knight, died December 29, 1993.
3. Venue is proper because at the time of his death, the decedent owned real property in Cassia County and this is an ancillary proceeding, as the decedent was domiciled in Utah.
4. The decedent, W. Floyd Knight, and Sylvia P. Knight, were duly married on the November 14, 1964, at Ogden, Utah, and remained married until the date of decedent's death.
5. After diligent search, petitioner has determined that the decedent died leaving a joint will with the petitioner dated October 17, 1989, a true and correct copy of which is attached, the original having been examined by the presiding magistrate and returned to the petitioner, it being a joint will of a non-domiciliary. The petitioner is the decedent's sole heir at law and by terms of the said will.
6. The schedule of property attached to this Petition, as Exhibit "A", is a full and complete inventory of the property owned by the decedent in this state. The nature of the property on the schedule is all quasi-community property.
7. The surviving spouse of the decedent is the sole heir of the decedent and is,

PETITION FOR SUMMARY ADMINISTRATION OF ESTATE - 1

C:\ESTATE\KNIGHT.PET

228704

JOINT AND MUTUAL WILL

OF

W. FLOYD KNIGHT AND SYLVIA P. KNIGHT. His Wife

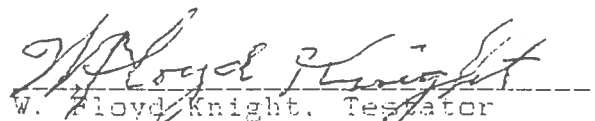
KNOW ALL MEN BY THESE PRESENTS:

That we, W. FLOYD KNIGHT and SYLVIA P. KNIGHT, husband and wife, being of the ages of 85 years and 64 years, respectively, and residing at 115 South Main, Mantua, Box Elder County, Utah, and each being of sound and disposing mind and memory, and not acting under duress, menace, fraud or undue influence of any person whomsoever, do hereby make and publish this, our Last Will and Testament jointly, as hereinafter set out, to-wit:

FIRST: We direct that all of our debts, including our funeral expenses, the expenses of last illness and the expenses of the administration of our estates, shall be paid by our Personal Representatives hereinafter named out of the first money coming into their hands and available therefor.

SECOND: It is our will and desire that we both be buried in a decent, Christianlike manner, and in keeping with our station in life, with the said W. Floyd Knight to be buried in the family plot in the Ogden City, Utah Cemetery next to his first wife, Adora M. Knight; and the said Sylvia P. Knight to be buried in the family plot in the Brigham City, Utah Cemetery next to her first

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W. Floyd Knight, Testator


Sylvia P. Knight, Testatrix

husband. Roy N. Ward. We wish it known that there are appropriate grave markers already provided at our burial places.

THIRD: We hereby declare that neither of us have any children or lineal descendants, and that our heirs would consist of our brothers and/or sisters, nieces and nephews.

FOURTH: We hereby bequeath and devise each to the other, all real and personal property owned by either of us at the time of the death of either of us: that is to say, the surviving testator is to become the beneficiary under this Will to all real and personal property of the deceased testator, and is to serve as Personal Representative of this Will without bond.

FIFTH: The survivor of this Will, either W. Floyd Knight or Sylvia P. Knight, hereby bequeaths and devises by this Will, all real and personal property in his or her possession at the time of their death as follows, to-wit:

- (a) All of our personal belongings, any motor vehicle and all of the contents in our home, including all household furniture, furnishings and equipment, and genealogy, we give devise and bequeath to Ruth P. Nelson and Marian P. Hope, sisters of the Testatrix, Sylvia P. Knight, equally, share and share alike. Provided that if either of them shall then be deceased, their share shall go to their surviving issue, by right of representation.

W. Floyd Knight
W. Floyd Knight, Testator

Sylvia P. Knight
Sylvia P. Knight, Testatrix

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(b) All of the rest and residue of our estates, of whatever the same may consist, real, personal or mixed, and wherever the same may be located, we give, devise and bequeath to the Church Of Jesus Christ Of Latter-day Saints at Salt Lake City, Utah, *for the General Missionary Fund.* *S.P.K.*

SIXTH: In the event that any person shall contest this, our Joint and Mutual Will, in any manner, then we hereby leave that person who contests our said Joint and Mutual Will, the sum of One Dollar (\$1.00) and no more.

SEVENTH: It is our further will and desire that following the death of both of us, Ruth P. Nelson and Marian P. Hope, sisters of the Testatrix, Sylvia P. Knight, shall act as joint Personal Representatives of this our Joint and Mutual Will. If for any reason both do not act, then the other shall act as sole Personal Representative. Both or either of said individuals shall act as Personal Representative without bond.

LASTLY: We hereby revoke all former Wills and codicils to Wills heretofore by either of us made.

IN WITNESS WHEREOF, we have hereunto set our hands this 17th day of October, 1989, at Mantua, Utah; and for greater security and identification have signed our names to each page of this Will.

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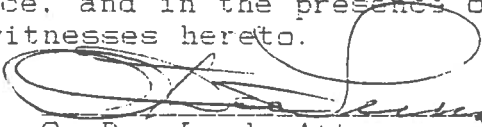
W. Floyd Knight

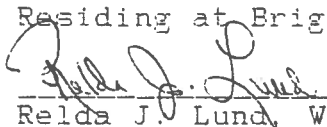
W. Floyd Knight, Testator

Sylvia P. Knight

Sylvia P. Knight, Testatrix

The foregoing instrument, consisting of four pages including this page, was on the date hereof by the said W. Floyd Knight and Sylvia P. Knight, his wife, signed, published as, and declared to be their Joint and Mutual Will in the presence of us; who at their request and in their presence, and in the presence of each other, have signed our names as witnesses hereto.


O. Dee Lund, Attorney at Law
Residing at Brigham City, Utah


Relda J. Lund, Witness
Residing at Brigham City, Utah

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RECORDED AT THE REQUEST OF
FILE Sylvia P. Knight
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228704
LASSIA, C. G. 11
FRANK B. KEATERS
RECORDER
FEE 12.00 DEPUTY SK

RECEIVED

JAN 20 1998

Department of Water Resources

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Attn: Sally Shenmzu

I really think this map is
for the Junction Property. It
borders on the Utz Bonden.

I hope this will help you.

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Sincerely,

Sylvia P. Knight



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. BOX 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

February 6, 1998

SYLVIA KNIGHT
115 SOUTH MAIN
MANTUA UT 84324-4381

RE: Snake River Basin Adjudication (SRBA)
Notices of Claim A43-10542, A43-10543 & A43-10548

Dear Mrs. Knight:

Thank you for responding so quickly to all my letters regarding your ownership change. I have changed the last three rights to reflect your ownership. Now you have the complete set when you file these three with the others I sent you December 9, 1997.

Copies of your claims prepared from our computer database are enclosed for your review. If you have any questions, please contact our office at 800/451-4129.

If your mail delivery address changes in any form, please contact us in writing so we can update our records to assure you receive important notices concerning your water right claims.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

Enclosures:

Notices of Claim Referenced Above

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 SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A43-10548
Date Received: 6/21/1989
Receipt No: S008322
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: SYLVIA KNIGHT 435-734-9909
Address: 115 SOUTH MAIN
MANTUA UT 84324-4381

2. Date of Priority: MAR 15, 1968

3. Source: SPRING Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
16S	23E	31	SW	SE		5	CASSIA

5. Description of diverting works:
CONCRETE DITCHES, POND.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
S/100 RANGE

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
15S	23E	31	SW	SE	5	STOCK	

11. Place of use in counties: CASSIA



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

December 9, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

SYLVIA KNIGHT
115 SOUTH MAIN
MANTUA UT 84324-4381

RE: Snake River Basin Adjudication (SRBA)
Notices of Claim A43-10542, A43-10543 and
R43-10548

and
Ownership Changes on Notices of Claim
A43-00161, A43-00383, A43-00384, A43-00385
and A43-10545

Dear Mrs. Knight:

Thank you so much for your continued promptness!

I have completed the ownership change for all of Mr. Knight's claims except A43-10542, A43-10543 and R43-10548 and have enclosed copies for your file.

I printed a listing by Place of Use of all the claims filed by W. Floyd Knight and compared them to the map you enclosed from Abstract No. 7502 of Township 15S, Range 25E, Sections 29, 30 and 32. (Thank you for not sending me all 94 pages of the Abstract.) Claims A43-10542, A43-10543 and R43-10548 are located elsewhere. I need proof of conveyance and legal description of these claims before I can make the ownership change to these. Perhaps the Abstract has another map you can copy and send to me for these rights.

I've enclosed Adjudication Profile Reports of claims A43-10542, A43-10543 and R43-10548 to assist you. Please call me if you have any questions toll-free at 1/800-451-4129.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region
Enclosures:

Copies for Your Files of Notices of Claim #A43-00161,
A43-00383, A43-00384, A43-00385 & A43-10545
How You Will Receive Notice
Adjudication Profile Reports, A43-10542, A43-10543 and
R43-10548



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

October 28, 1997

RECEIVED

NOV 05 1997

SYLVIA KNIGHT
115 SOUTH MAIN
MANTUA UT 84324

— 4381 from her envelope. ss

RE: Snake River Basin Adjudication (SRBA)
Notices of Claim to a Water Right #A43-00161, A43-00383,
A43-00384, A43-00385, A43-10542, A43-10543, A43-10545
& A43-10548

Department of Water Resources

Dear Claimant:

We have been advised you may be the new owner of the property with the water rights referenced above.

Before we can modify our records to reflect your new ownership of the property and water rights referenced above, we need Form 42-248/42-1409(6) completed and returned. We have enclosed this form for your use. Please return the completed form with warranty deed copy and map to my attention no later than November 11, 1997.

Please call me toll-free at 1-800/451-4129 if you have any questions.

Sincerely,

Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:state

Enclosure:

Form 42-248/42-1409(6)



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. BOX 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

February 6, 1998

SYLVIA KNIGHT
115 SOUTH MAIN
MANTUA UT 84324-4381

RE: Snake River Basin Adjudication (SRBA)
Notices of Claim A43-10542, A43-10543 & A43-10548

Dear Mrs. Knight:

Thank you for responding so quickly to all my letters regarding your ownership change. I have changed the last three rights to reflect your ownership. Now you have the complete set when you file these three with the others I sent you December 9, 1997.

Copies of your claims prepared from our computer database are enclosed for your review. If you have any questions, please contact our office at 800/451-4129.

If your mail delivery form, please contact us to assure you have the right claims.

File copies only. Several w/Rs
attached.

Jal

Specialist

S.
En

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 SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A43-10542
Date Received: 6/21/1989
Receipt No: S008322
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: SYLVIA KNIGHT
Address: 115 SOUTH MAIN
MANTUA UT

435-734-9909

84324-4381

2. Date of Priority: DEC 31, 1916

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15S	24E	22	SE	NW	SE		CASSIA

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSE S/VARIOUS

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
15S	24E	22	NW	SE		DOMEST	
			NW	SE		STOCK	

AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: AUG-8-1997
PAGE: A-261

RIGHT NUMBER: 43-10542

NAME & ADDRESS: W FLOYD KNIGHT
115 S MAIN
MANTUA UT 84324

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

PRIORITY DATE: 12/31/1916

POINT OF DIVERSION: T15S R24E S22 SENWSE Within CASSIA County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.04 CFS
	DOMESTIC DOMESTIC, 1 HOME; STOCKWA	01-01 12-31	0.04 CFS

PLACE OF USE: STOCKWATER Within CASSIA County
T15S R24E S22 NWSE

DOMESTIC Within CASSIA County
T15S R24E S22 NWSE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

PARCEL NO. 15S24E228385A

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

Claim data entry by: KST

Date: 8/14/97

Data entry verified by: TAM

Date: 8/15

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 SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A43-10542
Date Received: 6/21/1989
Receipt No: S008322
Received By: SC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: W. FLOYD KNIGHT 801-734-9909
Address: 115 SOUTH MAIN
MANTUA, UT 84324

2. Date of Priority: DEC 31, 1916

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
15S	24E	22	SE	NW	SE		CASSIA

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/1 HOUSE S/VARIOUS

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
15S	24E	22	NW	SE		DOMEST	
			NW	SE		STOCK	

A43-10542

Page 1

Date: 06/21/89

MICROFILMED
MAR 05 1993

11. Place of use in counties: CASSIA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:
ALMO CREEK RUNS STRAIGHT THROUGH THIS PROPERTY.
STOCK ALSO WATER IN ALMO CREEK.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin 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 that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): D. Lloyd Knight Date: June 21-89
_____ Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 21st day

of June 19 89

Steve C. C. O.
Notary Public

Seal

Residing at Twin Falls

My Commission Expires Dec 7, 1994

05/10/2001

NOTICE OF ERROR
REPLY

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: June 15, 2001

Water right number: 43-10542

SYLVIA P KNIGHT

115 SOUTH MAIN

MANTUA UT 84324

Telephone Number: (435)734-9909

RECEIVED

JUN 07 2001

Department of Water Resources
Southern Region

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: June 1, 2001

SIGNATURE:

Sylvia P. Knight

Please print your name:

SYLVIA P. KNIGHT

IDWR Regional Office, 1341 Fillmore St, Suite 200, Twin Falls, ID 83301, (208)736-3033

CHECKED