

No Color
Documents
In File

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that J.C.H. Inc. (Name of Claimant)
522 Harrison Blvd., Ogden, UT 84404 (Mailing Address) Telephone No. (801) 392-6597 (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) Jan. 4, 1963
A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
Unnamed Spring tributary to Bear River

(3) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

(cfs, gpd, AFA)		(Domestic, Irrigation, Stock, Etc.)		(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity	<u>1.0 CFS</u>	Use	<u>Irrigation</u>	Period of Use From <u>April 1</u>	To <u>Nov. 1</u>
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To

(4) 1.0 CFS (cfs, gpd, AFA) TOTAL QUANTITY USED.

(5) A) Point of diversion: (Location of point where water is diverted from its source)
SE ¼ NE ¼, Sec. 36 Twp. 12S Rge. 40E B.M., County of Franklin
Additional points of diversion:

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. 3-15 H.P. pumps, 700' 8" mainline, 1000' 6" mainline and 1200" 6" 2-900' wheel main and hand lines

(6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
12S	41E	31						2	30	20									52

No. of acres 52

B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

NOTE: Include here the type and number of stock watered:

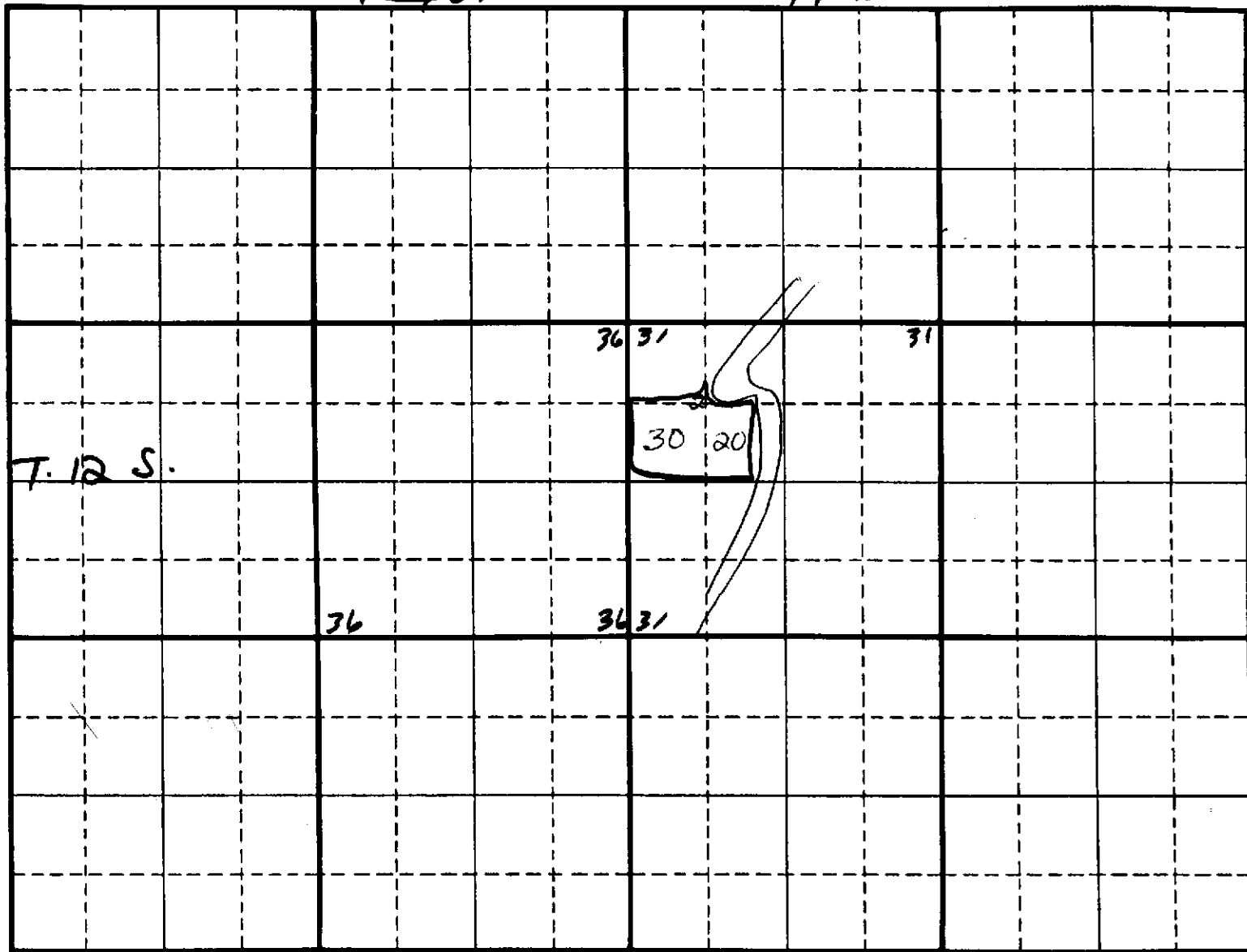
(7) If you are claiming water as a member of an organization, list name of organization:

MICROFILMED

(8) Remarks _____

R 40 E

R 41 E



Scale: 2 Inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of Bonneville) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 6th day of November, 1979.

Notary Public
Residing at Idaho Falls, Idaho

My commission expires 6/15/81

FOR DEPARTMENT USE ONLY

Received by cw Date 11-06-79 Exception filed by: Forwarded to Date
Prelim. check by RD Date 11-06-79 claimant by:
\$20.00 fee received by cw Date 11-06-79
Published in Preston Citizen #13785
Dates 11/15 & 11/22/79

AFFIDAVIT OF PUBLICATION

RECEIVED

DEC 6 1979

Department of Water Resources
Eastern District Office

STATE OF IDAHO, }
County of Franklin } ss.

J. Walter Ross

being duly sworn,

deposes and says:

That he is the Co-Publisher of THE PRESTON CITIZEN, a weekly newspaper published at Preston, in the County of Franklin and State of Idaho; that said paper has been and is in general circulation in the county aforesaid, and in the vicinity of Preston; that the advertisement, a copy of which is attached hereto, was published in said newspaper once a week for 2 consecutive weeks in the regular and entire issue of said paper during the period of time of publication, and was published in the newspaper proper and not a supplement; that said paper has been established and regularly published for more than seventy-eight consecutive weeks prior to the date of first publication of said advertisement.

Such notice was published in the issue beginning with

Nov. 15, 1979 and ending

with the issue of Nov. 22, 1979.

Fee \$ 10.80

Subscribed and sworn to before me this 30th day of November, 1979.

Kevin D. Allen

Notary Public, Residing at Preston, Idaho

My Commission Expires June 7, 1982

NOTICE OF CLAIMS TO WATER RIGHTS

Notice is hereby given that the following claim(s) to water right(s) have been established by diversion and application to beneficial use:

13-4116

J.C.H., INC.
522 HARRISON BLVD., OGDEN, UT 84404

Source: UNNAMED SPRING tributary to BEAR RIVER

Priority Date: 01/04/1963

Amount: 1.00 CFS

Diversion Point: SENE Sec 36 T 12S R 40E, FRANKLIN CO.

Use: IRRIGATION (1.00 CFS) from 04/01 to 11/01

Place of Use: NWNW SWNW SENW Sec 31 T 12S R 41E FOR 52 ACRES

Diversion Means: PUMPS AND PIPELINES

Any exception to any claim of water right may be filed with the Director of the Idaho Department of Water Resources, 1515 Lincoln Road, Boise, Idaho 83709.

C. STEPHEN ALLRED

Director

Published 11/15 and 11/22/79.

Legal No. 997-30L — Pub. Nov. 15 and 22, 1979.

[Handwritten signature]

In. 111367
USDA-FHA
Form FHA 427-1 Idaho
(Rev. 4-16-62)

111367
MORTGAGE FOR IDAHO
(INSURED INDIVIDUAL LOAN, LI OR SW LOAN)

358

13 4116

KNOW ALL MEN BY THESE PRESENTS, Dated January 4, 1963, WHEREAS, the undersigned THOMAS G. FARWORTH, a Widower residing in FRANKLIN County, State of Idaho, whose post office address is STAR BUTTE, IDAHO, herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by a certain promissory note, herein called "the note," dated January 4, 1963, for the principal sum of THIRTY FIVE THOUSAND SEVEN HUNDRED FIFTY & NO/100 Dollars (\$35,750.00), with interest at the rate of five percent (5%) per annum, executed by Borrower and payable to the order of the Government in installments as specified therein, the final installment being due on January 4, 2003, which note authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower; and WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder of the insured note, in turn, will be the insured lender; and

WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of the note fully as to principal and interest; and

WHEREAS, at all times when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement will be entitled to a specified portion of the interest payments on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with said loan, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government; and

WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times

when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured lender, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance endorsement by reason of any default by Borrower;

NOW, THEREFORE, in consideration of said loan and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Idaho, County of FRANKLIN:

BEGINNING at the SE corner of the SW 1/4 of SECTION 36, Township 12 South, Range 40 East of the Boise Meridian, and running thence North to the South line of the Green-Everson State Highway; thence Southwesterly along the said line of said State Highway to a point where the said Highway intersects the South line of the Northwest Quarter (NW 1/4) of SECTION 36, said Township and Range; thence East to the point of beginning. Also, the NE 1/4 and the SE 1/4 of the East 15 rods of the SE 1/4 of SECTION 36, Township 12 South, Range 40 East of the Boise Meridian.

ALSO, commencing at the SW corner of SECTION 31, Township 12 South, Range 41 East of the Boise Meridian, and running thence North 240 rods, more or less, to the SW corner of the SE 1/4 of SECTION 31, Township 12 South, Range 41 East of the Boise Meridian, thence running East to the center of Bear River; thence Southwesterly down the center of Bear River to the South line of SECTION 31, said Township and Range; thence West to the place of beginning. ALSO, Lots 1 and 2 and the SE 1/4 of SECTION 1, Township 13 South, Range 40, East of the Boise Meridian. LESS lands donated for highway purposes.

Together with all water and water rights, ditches and ditch rights used thereon or appurtenant thereto, including rights to the waters of springs located on the premises and rights to the water of Cottonwood Creek.

Also all grazing rights, licenses, privileges, leases and permits, and any extensions and renewals thereof now owned and controlled and hereafter acquired by the borrower and used in connection with the operation of the above land.

Subject to exceptions and reservations contained in patents from the United States.
Subject to existing easements for roads, highways, ditches, canals, laterals and power and transmission lines.
together with all rights, interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues, and profits thereof and the revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, all water, water rights, and water stock pertaining thereto, used thereupon, or reasonably necessary to the use thereof, whether now owned or hereafter acquired by Borrower, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein - all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

MICROFILM

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured lender, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government any initial fees for inspection and appraisal, and any delinquency charges, now or hereafter required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of the annual charge, may be paid by the Government to the holder of the note as provided in the note and insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.

114

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the note rate until paid to the Government.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) If this instrument is given for a "Farm Ownership" loan as identified in Farmers Home Administration regulations, personally to operate the property with his own and his family labor as a farm and for no other purpose, and not to lease the property or any part of it, unless the Government consents in writing to some other method of operation or to a lease.

(11) To comply with all laws, ordinances, and regulations affecting the property.

(12) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note or any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(13) Neither the property nor any portion thereof or interest therein shall be assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the right to grant consents, partial releases, subordinations, and satisfaction, and no insured lender shall have any right, title or interest in or to the lien or any benefits hereof.

(14) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(15) The Government may extend and defer the maturity of and renew and reassert the debt evidenced by the note (with the consent of the holder of the note when it is held by an insured lender) or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby.

(16) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(17) Default hereunder shall constitute default under any other real estate or crop or chattel security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it

and production of the mortgage, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, (e) require Borrower to surrender to the Government any and all abstracts of title then owned by Borrower covering all or any part of the property, and (f) enforce any and all other rights and remedies provided herein or by present or future law.

(19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(20) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, and to the extent permitted by law, Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, redemption, and exemption to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Boise, Idaho, and in the case of Borrower to him at his post office address stated above.

(23) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government his agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(24) Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal (s) the day and year first above written.

Thomas C. Farnsworth

Thomas C. Farnsworth, a Widower

ACKNOWLEDGMENT

STATE OF IDAHO)

) ss:

COUNTY OF FRANKLIN)

On this 4th day of January, in the year of 1963, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas C. Farnsworth, a Widower known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as his free act and deed for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.

seal

(NOTARIAL SEAL)

Ted B. Larsen

Notary Public, residing at Preston, Idaho

My commission expires: May 12, 1966

STATE OF IDAHO,

County of Franklin--ss.

Recorded at the request of J. N. Larsen Company at 2:25 P.M., January 4, 1963.

Fee: \$11.70

C. L. Swenson: Ex-Officio Recorder

By Carol P. Davis Deputy

-- Compared --

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

1515 Lincoln Road
Idaho Falls, Idaho 83401
(208) 523-7186

DECEMBER 3, 1979

J.C.H., INC.
522 HARRISON BLVD.
OGDEN

UT 84404

RE: Claim No. 13-4116

Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-243 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filing and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Yours truly,

RONALD D. CARLSON
Eastern Region Supervisor

Enclosure

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

1515 Lincoln Road
Idaho Falls, Idaho 83401
(208) 523-7186

NOVEMBER 8, 1979

The Preston Citizen
P. O. Box 472
Preston, Idaho 83263

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a galley proof to this office for review before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before DECEMBER 3, 1979.

Yours truly,

RONALD D. CARLSON
Supervisor
Eastern Region

Encl.

11/15/79
11/15/79
11/15/79

NOTICE OF CLAIMS TO WATER RIGHTS

Notice is hereby given that the following claim(s) to water right(s) have been established by diversion and application to beneficial use:

13-4116-

J.C.H., INC.

522 HARRISON BLVD., OGDEN, UT 84404

Source: UNNAMED SPRING tributary to BEAR RIVER

Priority Date: 01/04/1963

Amount: 1.00 CFS

Diversion Point: SENE Sec 36 T 12S R 40E, FRANKLIN Co.

Use: IRRIGATION (1.00 CFS) from 04/01 to 11/01

Place of Use: NWNW SWNW SENW Sec 31 T 12S R 41E FOR 52 ACRES

Diversion Means: PUMPS AND PIPELINES

Any exception to any claim of water right may be filed with the Director of the Idaho Department of Water Resources, 1515 Lincoln Road, Boise, Idaho 83709.

C. STEPHEN ALLRED

Director

Published 11/15 & 11/22/79.

NOV 22 1979

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: ARK

Right Number 13 4116

Applicant J.C.H. Inc.

NOTE: IF ANY OF THE ITEMS BELOW ARE MISSING, THE CLAIM IS INCOMPLETE AND MUST BE RETURNED IMMEDIATELY TO THE CLAIMANT ALONG WITH THE APPROPRIATE COVER LETTER.

CHECK:

- ☒ Name and address.
- ☒ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☒ Source.
- ☒ Quantity, use, period.
- ☒ Point(s) of diversion.
- ☒ Location of use.
- ☒ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received.
- ☒ Claim published correctly.
- ☐ Exceptions processed.

By Ernest Carlson Date 12/14/79

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By Jmi Date 12/19/79

MICROFILMED