



Identification No. 13 4007  
Claim No. \_\_\_\_\_  
Map No. \_\_\_\_\_

STATE OF IDAHO  
DEPARTMENT OF WATER ADMINISTRATION

CLAIM TO A WATER RIGHT

Established by Diversion and Application to Beneficial Use

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. The filing of this claim does not confirm the water right but will serve for information purposes only. It may, however, become the basis for future adjudication of the water right by the Court.

(Please refer to the instructions on the back of this form)

1. Name of claimant Roland W. Hobbs  
post office address Weston, Idaho
2. The point of diversion is in NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  Section 31 Township 15S  
Range 39E B.M. located on an open drain tributary to West Cache Canal thence  
(name of source)  
tributary to Bear River in Franklin County.
3. Dates of priority claimed: list the priority for each separate quantity that you claim. Priority dates should be based upon the earliest diversion of the water which has resulted in continued beneficial use since that time. If there has been an interval of five years or greater when the water was not beneficially used for the same purpose as originally appropriated, the priority that you claim should date from the time that the water was again beneficially applied following the period of non-use.
  - a. Date of priority claimed:

|                                                           |                                                    |
|-----------------------------------------------------------|----------------------------------------------------|
| <u>May, 1930</u>                                          | amount: <u>2.36</u> c.f.s. or <u>- -</u> acre feet |
| <u>May, 1930</u>                                          | amount: <u>0.05</u> c.f.s. or <u>- -</u> acre feet |
|                                                           | amount: _____ c.f.s. or _____ acre feet            |
| Total claimed <u>2.41</u> c.f.s. or <u>- -</u> acre feet. |                                                    |
  - b. Explain the purpose for which the water has been used and the time during the year when you have used the right claimed:

|                       |                                                                           |
|-----------------------|---------------------------------------------------------------------------|
| use <u>irrigation</u> | period of use from <u>May 1</u> to <u>Sept. 30</u> (both dates inclusive) |
| use <u>stockwater</u> | period of use from <u>Jan. 1</u> to <u>Dec. 31</u> (both dates inclusive) |
| use _____             | period of use from _____ to _____ (both dates inclusive)                  |
| use _____             | period of use from _____ to _____ (both dates inclusive)                  |
4. Description of diverting works:
  - a. Surface water diversion dam and/or headgate: material is composed of regular screw type  
headgate in a 12 inch culvert \_\_\_\_\_; length is \_\_\_\_\_ feet; height is \_\_\_\_\_ feet;  
width at bottom is \_\_\_\_\_ feet; with at top is \_\_\_\_\_ feet; explain any increase in diversion capacity since structure was first built, giving dates and estimated capacities if known The drain was built in the late 20's and improved upon in the 30's. Also 20 hp Van Gas motorized pump portable mainline, and up to 2 mile laterals. This system was installed in May, 1954. Irrigation by subbing practiced before and since pump was installed.
  - b. Underground water diverting works: is well flowing or pumped \_\_\_\_\_; depth of well is \_\_\_\_\_ feet; diameter of well is \_\_\_\_\_ inches; type of pump is \_\_\_\_\_  
capacity of pump is \_\_\_\_\_ g.p.m.; name and address of well driller is \_\_\_\_\_

attach well logs if available; has there been any change in pump or motor since well was first completed \_\_\_\_\_; if so, give dates and explain \_\_\_\_\_

c. Conveying works: length of ditch to place of use is 600 feet; width of ditch at top is 25 feet;

width of bottom of ditch is \_\_\_\_\_ feet; depth of water is \_\_\_\_\_ feet; grade of ditch per 1000 feet is \_\_\_\_\_ feet; material through which ditch passes is \_\_\_\_\_;

maximum length of pipe line to first place of use is 30 feet; diameter of pipe line is 6 inches; type of pipe aluminum; grade of pipe per 1000 feet is \_\_\_\_\_.

Please explain any changes or increase in size of conveying system since water was first appropriated, giving date and dimensions if possible.

d. If water is stored: name of reservoir \_\_\_\_\_

total capacity of reservoir is \_\_\_\_\_ acre feet; active capacity of reservoir is \_\_\_\_\_ acre feet;

year construction commenced \_\_\_\_\_; year completed \_\_\_\_\_; date first used \_\_\_\_\_; period of storage is from \_\_\_\_\_ to \_\_\_\_\_; its reservoir drained each year \_\_\_\_\_;

\_\_\_\_\_ explain \_\_\_\_\_ is reservoir on or off stream

if feeder canal is used give maximum carrying capacity \_\_\_\_\_ c.f.s.; if reservoir is off stream, describe

location of reservoir by 40-acre subdivisions

has there been any enlargement of the reservoir since it was first built \_\_\_\_\_, it so, give dates and

describe

5. a. Where water is used for irrigation, describe area irrigated by 40-acre subdivisions and give total acres:

[illegible]

118 Total number of acres to be irrigated

811

Explain any significant increase in area irrigated since first use, give dates and acreages if known.

b. Do you get water through a ditch owned by several users? \_\_\_\_\_ If yes, give the name of the ditch  
\_\_\_\_\_. The other users and their respective  
interests in the ditch are (if known) \_\_\_\_\_

6. Where water is used for stock watering, give number of each kind of stock watered 60 head of dairy  
cows - Place of use is NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 31, T. 15S, R. 39E, B.M.

7. Where water is used for domestic or municipal purposes give number of families served \_\_\_\_\_  
name of town supplied \_\_\_\_\_

8. Where water is used for other purposes not above enumerated, give the nature of use, the extent of use,  
and any details regarding the initiation of the right or subsequent later expansion. Be as specific as possible,  
giving dates and quantities. We can pump with 2,000 ft. of sprinkler line continually or  
pump through an open pipe 6 inches in diameter for a period of 16 to 18 hours  
before we have to shut off to refill.

9. Remarks: please explain any details of your claim which you feel need clarification or additional explanation  
We claim all rights to any drain water or waste water that enters that old channel  
of the drain that is 3,200 feet to 6000 feet. It is located in Sec. 25 and 31,  
T. 15S, R. 38E and 39E, B.M.

This water is used on 118 acres NE $\frac{1}{4}$  and NW $\frac{1}{4}$  of Sec. 31.

We also claim any improvements made on the old channel.

This use was originally started by John S. Hobbs, deceased.

State of Idaho

County of Franklin

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 affiants knowledge.

Richard W. Hobbs  
Claimant

Sworn to before me this 14th day of August, 1973

Norman C. Young  
Notary Public  
Residing at 1907 EVERETT  
IDAHO FALLS, IDAHO

My commission expires 6/10/75

For Department Use Only

|                                                                    |                           |                    |            |
|--------------------------------------------------------------------|---------------------------|--------------------|------------|
| Received by <u>mt</u> Date <u>8-14-73</u>                          | Exception filed by: _____ | Forwarded to _____ | Date _____ |
| Prelim. check by <u>UCY</u> Date <u>8/14/73</u>                    | _____                     | _____              | _____      |
| Fee received by <u>mt</u> Date <u>8-14-73</u> Fee <u>\$10.00</u>   | _____                     | _____              | _____      |
| Approved for publication by <u>CW</u> <u>8/12/73</u> <u>#10306</u> | _____                     | _____              | _____      |
| Published in <u>Hustler Citizen</u> Dates <u>8-23-30-73</u>        | _____                     | _____              | _____      |
| <u>Publication Approved 9/14/73 LBJ</u>                            |                           | <u>13 4007</u>     |            |

INSTRUCTIONS

Your claim should set forth all necessary information to describe your claimed right. Failure to give enough information may make your claim of little value. Some of the items in the form may not apply to your situation. Please use additional sheets if space provided is not sufficient to fully answer the questions.

Paragraph No.

1. Give full name and post office address of person or company making the claim.
2. Describe the point of diversion by 40-acre subdivision. Give the name of the source, the drainage to which it is tributary if surface water, and the county in which the point of diversion is located. If there is more than one point of diversion, list others in the remarks section.
3. Give the priority dates and the quantities of water that you claim. You should accurately list the dates in each enlargement of the diversion. (Example: if you diverted 0.8 c.f.s. of water for irrigation on May 18, 1871, for the first time for use on 40 acres of land, and then later you enlarged the diversion by diverting an additional 0.4 c.f.s. of water to irrigate an additional 20 acres of land on June 1, 1901, your right should be described as follows:

|                              |                       |
|------------------------------|-----------------------|
| Date of priority claimed:    |                       |
| May 18, 1871                 | amount: 0.8 c.f.s. or |
| June 1, 1901                 | amount: 0.4 c.f.s. or |
| Total claimed: 1.2 c.f.s. or |                       |
| acre feet                    | acre feet             |

Since the water was used for irrigation between April 1 and October 31 on that particular farm, part b. would be completed as follows:  
used for any other purpose, you would have described the priority date, amount, use, and period of use in a similar manner.

4. Describe the diversion works and explain any changes since the right was first initiated.
5. If the water is used for irrigation, give the total acreage and list the lands irrigated by 40-acre subdivisions and complete the other questions.
- 6, 7, & 8. Describe any other uses of water.
9. In the remarks section, give any information or details that you feel are not fully covered or that need clarifying. You might explain your operation, where the water is returned to if for an industrial or non-consumptive right, the condition and temperature of the returned water, and any other information to help explain your claim.

You may wish to include as a part of your claim, affidavits of witnesses who are familiar with your right and who have a personal knowledge of the circumstances which you have described in your claim. You may submit maps, drawings, certified copies of posted notices which may have been filed in the county courthouse, water measurement records, or any other document which you feel will support your claim.

Your claim will be advertised in a county newspaper for two weeks. Exceptions to your claim which dispute the water right that you have described may be received by the Department of Reclamation and you will be provided a copy of such exceptions.  
The fee for filing a Claim to a Water Right is \$10.00. Your claim and fee may be submitted to one of the following offices:

Northern District  
Idaho Dept. of Water Administration  
401 Front Avenue, Room 209  
Coeur d'Alene, Idaho 83814

Southern District  
Idaho Dept. of Water Administration  
1041 Blue Lakes Blvd. North  
Twin Falls, Idaho 83301

Eastern District  
Idaho Dept. of Water Administration  
240 South Holmes  
Idaho Falls, Idaho 83401

Western District  
Idaho Dept. of Water Administration  
Statehouse - Annex 2  
Boise, Idaho 83707

RECEIVED

# AFFIDAVIT OF PUBLICATION

13 1973

Legal No. 2440 — Pub. Aug. 23, 30, 1973.

STATE OF IDAHO,

County of Franklin

ss.

*Matthew 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 two consecutive weeks in the regular and entire issue of said paper during the period and 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

August 23, 19 73, and ending

with the issue of August 30, 19 73.

*Matthew Ross*

Fees, \$ 13.32

Subscribed and sworn to before me this 11 day

of September, 19 73.

*William H. Haddad*

Notary Public, Residing at Preston, Idaho

My Commission Expires March, 19 74.

## NOTICE OF CLAIM TO A WATER RIGHT NO. 13-4007

Notice is hereby given that Roland W. Hobbs, Weston, Idaho has filed a claim to a water right established by diversion and application to beneficial use of 2.41 cubic feet per second of water from an open drain tributary to West Cache Canal thence tributary to Bear River with point of diversion in the NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, Sec. 31, T. 15S, R. 39E, B.M., Franklin County;

The water is claimed to be used from Jan. 1 to Dec. 31 for stockwatering purposes for 60 head of dairy cattle within the NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, Sec. 31; and from May 1 to Sept. 30 for the irrigation of 118 acres with a priority of May, 1930; the place of use is within the W<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>, Sec. 31, T. 15S, R. 39E, B.M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, 1515 Lincoln Road, Idaho Falls, Idaho, 83401.

R. KEITH HIGGINSON  
Director

Published in the Preston Citizen, Preston, Idaho on August 23 and August 30, 1973.

Legal No. 2440 — Pub. Aug. 23, 30, 1973.

13 4007



GENERAL OFFICE & WHOLESALE DEPARTMENT, 159-23RD STREET,

P. O. BOX 471

OGDEN, UTAH 84402

July 16, 1973

Roland Hobbs  
Weston, Idaho 83286

Dear Mr. Hobbs:

Mr. Kidd told me you were needing some information in regard to a sprinkling system purchased in the 50's or 70's by John Hobbs.

We do not have a copy of the sales contract as that file was thrown away years ago, but in searching through old records up in the attic, I found where on May 27, 1954 John Hobbs made a \$400.00 down payment on a \$3500.00 sprinkler contract.

After delivery and installation this contract was debited to his ledger card on August 9, 1954.

We hope this will provide you with the needed information and we take this opportunity to ask that you visit our new farm supply store opening soon in Preston under the name of Four Season Supply which is a subsidiary of Mountain States Implement Company.

Yours truly,

MOUNTAIN STATES IMPLEMENT COMPANY

  
REED D. HANSON  
Credit Manager

FDH:ko  
cc: Ogden Office

13 4007

BRANCH Preston

## EQUIPMENT RENTAL AGREEMENT



THIS AGREEMENT, made this 18 day of July 19 63 by and between Northwest Propane Gas, Inc. of Pocatello a corporation, having its principal place of business at Preston, Idaho hereinafter called "Dealer," and Roland Jones Mail Address: Preston, Idaho hereinafter called "Consumer."

### WITNESSETH

WHEREAS, consumer desires to use liquefied petroleum gas (hereinafter called "gas") and desires to purchase all his requirements thereof from dealer, and also desires to obtain from dealer certain equipment, more particularly described in Paragraph 1 hereof;

NOW, THEREFORE, it is understood and agreed as follows:

1. Dealer agrees to lease to consumer the following liquefied petroleum gas equipment (hereinafter called "equipment"):

Propane Tank and Regulator

| Equipment           | Serial Number | V. P. | Manufacturer | Capacity | Year Built |
|---------------------|---------------|-------|--------------|----------|------------|
| Propane Tank & Reg. | U-1487        | E20   | Long         | 750      | 1960       |

2. Said equipment shall be located and used at consumer's place of business, commonly described as: Preston, Idaho

3. Consumer agrees to pay dealer as rental the sum of \$ 4.50 on the execution of this agreement for the rental period beginning on the 18 day of July 19 63 and continuing for a period of one month. At the end of said period the consumer shall pay to dealer in advance the sum of \$ 4.50 per month for the rental of said equipment until this agreement is terminated as provided in Paragraph 11 hereof.

Other Terms: None

Date 7/18/63

Invoice No. 10987

4. Consumer shall not assign this agreement or any interest therein without Dealer's written consent first had and obtained.

5. Except to the extent that assignment by consumer, this agreement (including all of its terms and conditions) shall be binding upon the heirs, successors, assigns, and assigns of the respective parties.

6. Consumer agrees to pay Dealer, in addition to the payments for equipment hereinafter provided, all taxes, fees, and charges which may be levied or assessed against the equipment or the consumer, and to pay to Dealer, in advance, the sum of \$ 4.50 per month for the rental of said equipment until this agreement is terminated as provided in Paragraph 11 hereof.

7. Consumer agrees to maintain the equipment in good condition and to keep it in the place where it is located at all times, and to pay to Dealer, in advance, the sum of \$ 4.50 per month for the rental of said equipment until this agreement is terminated as provided in Paragraph 11 hereof.

8. Consumer agrees to indemnify and hold Dealer harmless from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, which may be asserted against or incurred by Dealer in connection with this agreement, and to pay to Dealer, in advance, the sum of \$ 4.50 per month for the rental of said equipment until this agreement is terminated as provided in Paragraph 11 hereof.

9. Consumer agrees to maintain the equipment in good condition and to keep it in the place where it is located at all times, and to pay to Dealer, in advance, the sum of \$ 4.50 per month for the rental of said equipment until this agreement is terminated as provided in Paragraph 11 hereof.

10. Should consumer at any time during the term of this agreement desire to purchase the equipment, he may do so by paying to Dealer the sum of \$ 4.50 per month for the rental of said equipment until this agreement is terminated as provided in Paragraph 11 hereof.

11. The leased equipment shall at all times remain the property of dealer and upon expiration of the term of this agreement, dealer may remove and equipment from the premises where it is then located, and any unused products remaining in the equipment shall become the property of the dealer. In this connection, consumer agrees to pay dealer in advance the sum of \$ 4.50 per month for the rental of said equipment until this agreement is terminated as provided in Paragraph 11 hereof.

SEE PARAGRAPH 12, 13, 14, 15, 16, 17 & 18 ON REVERSE SIDE

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

Consumer: \_\_\_\_\_

By: Northwest Propane Gas, Inc. of Pocatello

By: \_\_\_\_\_

By: \_\_\_\_\_

Approval: \_\_\_\_\_

|     |          |
|-----|----------|
| THC | <u>5</u> |
| TTC |          |

# CONDITIONAL SALE CONTRACT

|                                      |                          |
|--------------------------------------|--------------------------|
| AREA<br>MAN. APPROVAL<br><i>J.R.</i> | CREDIT DEPT.<br>APPROVAL |
|--------------------------------------|--------------------------|

Name Roland W. Hobbs  
 Address \_\_\_\_\_  
 City Western Idaho

Date Completed 11/25/62 C 12391  
 Branch Proctor  
 Salesman Fred L. Day

The undersigned Seller agrees to sell and the undersigned Buyer agrees to purchase subject to the terms and conditions set forth hereunder and on the reverse side hereof the following described property, to-wit:

| DESCRIPTION AND SERIAL NO.             | AMOUNT        | LINE NO. |                                                                            |               |
|----------------------------------------|---------------|----------|----------------------------------------------------------------------------|---------------|
| <u>Connect AC 125 Cu. In</u>           | <u>185.00</u> | 1.       | TOTAL MERCHANDISE                                                          | <u>185.00</u> |
|                                        |               | 2.       | % SALES TAX                                                                |               |
|                                        |               | 3.       | CASH SALE PRICE (LINE 1+2)                                                 | <u>185.00</u> |
|                                        |               | 4.       | CASH DOWN PAYMENT                                                          | <u>27.00</u>  |
|                                        |               | 5.       | TRADE IN                                                                   |               |
|                                        |               | 6.       | TOTAL DOWN PAYMENT (LINE 4+5)                                              | <u>27.00</u>  |
|                                        |               | 7.       | UNPAID CASH PRICE (LINE 3-6)                                               | <u>158.00</u> |
|                                        |               | 8.       | OFFICIAL FEES<br>INSURANCE & OTHER BENEFITS                                |               |
|                                        |               | 9.       | UNPAID BALANCE (LINE 7+8)                                                  |               |
|                                        |               | 10.      | UNPAID BALANCE FROM<br>PRIOR CONTR. NO. _____                              |               |
|                                        |               | 11.      | LESS:<br>SERVICE CHGE. REFUND                                              |               |
|                                        |               | 12.      | UNPAID TIME BALANCE (LINE 10-11)<br>FROM PRIOR CONTRACT                    |               |
| TOTAL MERCHANDISE (TRANSFER TO LINE 1) |               | 13.      | NEW UNPAID BALANCE (LINE 9+12)                                             | <u>158.00</u> |
| DESCRIPTION OF TRADE IN                |               | 14.      | SERVICE CHARGE <u>24</u> MONTHS                                            | <u>22.40</u>  |
|                                        |               | 15.      | BALANCE TO BE PAID (LINE 13+14)                                            | <u>180.40</u> |
|                                        |               | 16.      | SERVICE CHARGE (LINE 14-11)                                                |               |
|                                        |               | 17.      | AFTER REFUND<br>AMOUNT TO BE CHARGED (LINE 15-16)<br>TO CUSTOMER'S ACCOUNT | <u>180.40</u> |

1. Said balance shall be payable on terms as set forth by one or more (as indicated by "X") of the following:  
 ( ) IN INSTALLMENTS OF \$ \_\_\_\_\_ beginning on \_\_\_\_\_ 19 \_\_\_\_\_ and an equal amount on the same day of each and every month thereafter until the total amount due hereunder shall have been paid, together with all such other sums as are hereinafter provided for with a delinquency charge on each unpaid installment from maturity thereof until paid at the highest legal rate.  
 (X) BUYER HEREBY agrees to pay balance owed on this contract at the rate of 6¢ per gallon on all L.P. Gas purchased from Seller. This will be the only payment required except that Buyer agrees to reduce the original contract balance by at least 2% per year.  
 ( ) BUYER HEREBY agrees to the following terms: \_\_\_\_\_

2. BUYER HEREBY WARRANTS that he is the lawful owner of any vehicles or equipment to which merchandise being purchased is to be attached; that such is free from all liens and encumbrances with the following exception (if any) \_\_\_\_\_

(If no liens exist write the words "no exceptions" in blank space.)  
 Dated at Western Idaho  
 This 16 Day of November, 1962  
Northwest Propane Gas  
 By Fred L. Day Seller  
 Form No. 5-195-1 (Signature, and Official Title)  
 I have read and received an executed copy of this Agreement  
Roland W. Hobbs  
 (Buyer's Name, Please Print)  
Fred L. Day  
 (Signature, and Title, if Company)  
 CUSTOMER'S COPY

**PAGE 81**

**ACT I**

TOTAL DIV. RATE - 2.4100CFS

AL 20

NON IRRIG USE - S/60 DAIRY.

NON IRRIG USE -

December 15, 1975

Re: Claim to a Water Right No. 13-4007

Carl Bingham  
Weston,  
Idaho 83286

Dear Mr. Bingham:

Pursuant to your request, enclosed is a copy of the above referenced claim filed by Roland W. Hobbs.

We have researched our files and found no other right pertaining to the land described on the claim.

If this office can be of further assistance, please contact us.

Sincerely,

D. DARLENE REICH  
Water Rights Supervisor

DDR:rb

Enc.

XXXXXXXXXXXXXXXXXXXX

1515 Lincoln Road

September 17, 1973

Re: Claim to a Water Right No. 13-4007

Mr. Roland W. Hobbs  
Weston,  
Idaho 83286

Dear Mr. Hobbs:

The Department of Water Administration has completed the processing of your claim to a water right and no further action is authorized under Sections 42-225a and 42-225b, Idaho Code. Your claim will be retained in our files and will be available at any time for use by you or the court.

As you are aware, the filing of your claim does not, in itself, guarantee you a water right; it only records and preserves 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 in your claim file, you may have that information or evidence added at any time. Please refer to your claim number when corresponding with this office.

We are enclosing, for your records, a copy of your claim. If you have any questions or if we can be of further assistance, please feel free to call upon us.

Very truly yours,

NORMAN C. YOUNG  
District Engineer

NCY:mb  
Enc: Copy of claim

13 4007

XXXXXXXXXXXXXXXXXXXX

1515 Lincoln Road

September 10, 1973

Re: Claim to a Water Right No. 13-4007 Roland W. Hobbs  
Application for Permit No. 13-7055 Robert H. Barnes

Preston Citizen  
Box 472  
Preston, ID 83263

Gentlemen:

Would you please submit affidavits of publication and certified bills in connection with the above referenced application and claim. The legal notices were to have been published in your paper on August 23 and August 30, 1973.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

NORMAN C. YOUNG  
District Engineer

NCY:mb

13 4007

1515 Lincoln Road

August 17, 1973

Re: Claim to a Water Right No. 13-4007 Roland W. Hobbs  
Application for Permit NO. 13-7055 Robert H. Barnes

Preston Citizen  
Box 472  
Preston, ID 83263

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. 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. In order to receive payment, the following certification must appear on the bill:

"I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid."

-----  
(signature of claimant)

Very truly yours,

NORMAN C. YOUNG  
District Engineer

Bill submitted 9-14-73 by ml

NCY:mb  
Enc: Legal Notices (2)

13 4007

**NOTICE OF CLAIM  
TO A WATER RIGHT  
NO. 13-4007**

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The water is claimed to be used from Jan. 1 to Dec. 31 for stockwatering purposes for 60 head of dairy cattle within the NE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, Sec. 31; and from May 1 to Sept. 30 for the irrigation of 118 acres with a priority of May, 1930; the place of use is within the W<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, E<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>, Sec. 31, T. 15S, R. 39E, B.M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, 1515 Lincoln Road, Idaho Falls, Idaho, 83401.

R. KEITH HIGGINSON  
Director

Published in the Preston Citizen, Preston, Idaho on August 23 and August 30, 1973.

Legal No. 2440 — Pub. Aug. 23, 30, 1973.

13 4007

NOTICE OF CLAIM TO A WATER RIGHT

NO. 13-4007

Notice is hereby given that Roland W. Hobbs

Weston, Idaho

has filed a claim to a water right established by diversion and application to beneficial use of 2.41 cubic feet per second ~~XXXXXXXXXXXXXXXXXXXX~~ of water from an open drain tributary to West Cache Canal thence tributary to Bear River with point of diversion in the NE $\frac{1}{4}$  NW $\frac{1}{4}$ , Sec. 31, T. 15S, R. 39E, B.M., Franklin County;

The water is claimed to be used from Jan. 1 to Dec. 31 for stockwatering purposes for 60 head of dairy cattle within the NE $\frac{1}{4}$  NW $\frac{1}{4}$ , Sec. 31; and from May 1 to Sept. 30 for the irrigation of 118 acres with a priority of May, 1930; the place of use is within the W $\frac{1}{2}$  NE $\frac{1}{4}$ , E $\frac{1}{2}$  NW $\frac{1}{4}$ , Sec. 31, T. 15S, R. 39E, B.M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, 1515 Lincoln Road, Idaho Falls, Idaho, 83401.

R. KEITH HIGGINSON

Director

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on August 23 and August 30, 1973.

*Handwritten:*  
Roland W. Hobbs  
Neg  
NW-1/4  
NW-1/4

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