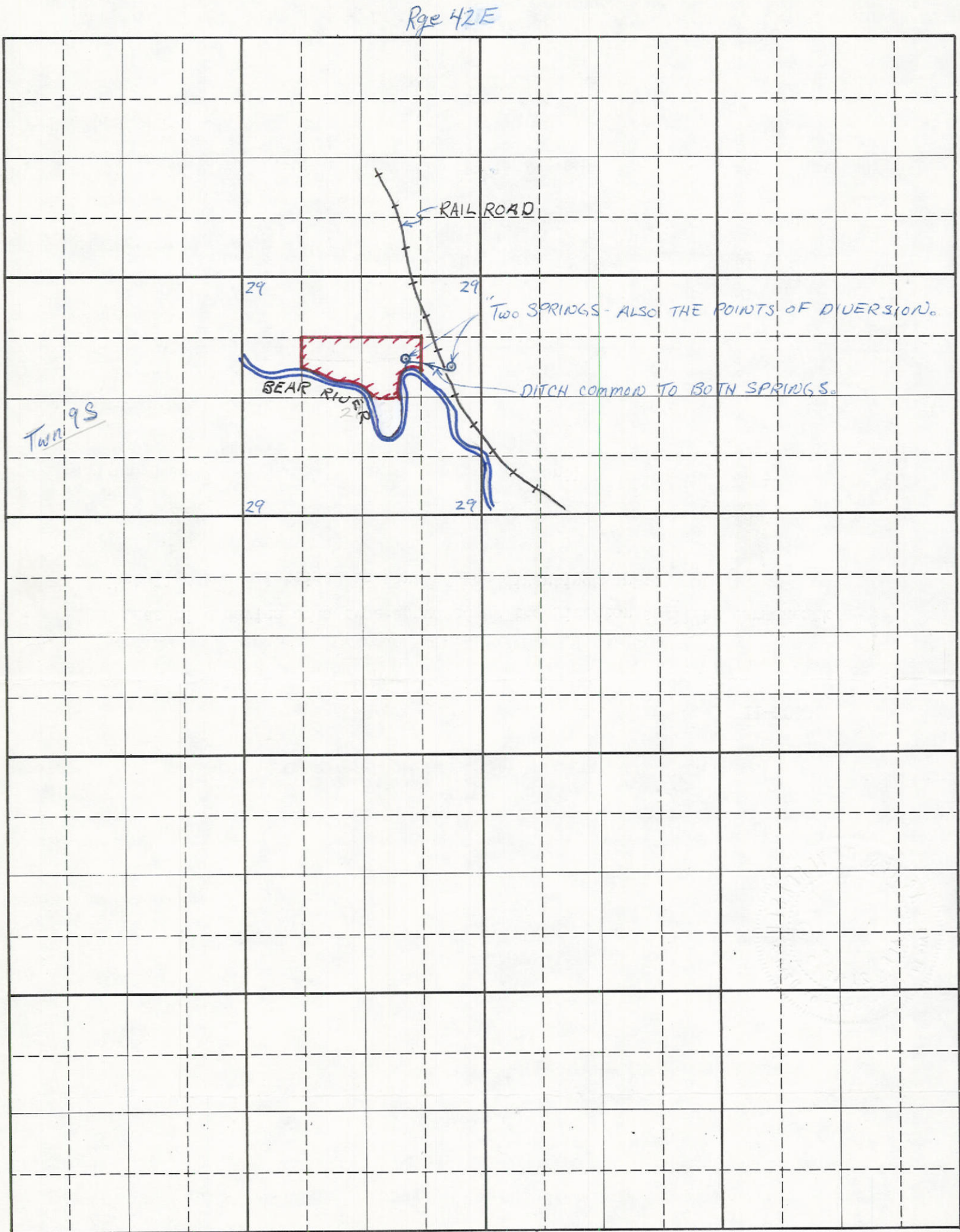


- b. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

See change of
ownership
9-17-92

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

To Change the Point of Diversion and/or the Place of Use

APPROVED

Name of applicant James E. McEntire & Nancy P. McEntire Phone 532-1756

Post office address 696 18th Avenue, Salt Lake City, Utah 84103

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

a. Decree to _____ (Name)
in case of _____ vs _____
dated _____ in _____ county of _____ (Name of court)

b. License No. 143/11-2000 issued by the Idaho Department of Water Resources

c. Claim No. _____ on file with the Idaho Department of Water Resources
2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed or other evidence of ownership of the land to which the right is appurtenant
Purchase of license by recorded contract of Christman & Hopkins (see copy)
3. Source of water Two springs tributary to Bear River
4. Date of priority August 9, 1903
5. Water is used for the following purposes:

amount 1.12 for Irrigation & purposes from Jan. 1 to Dec. 31

amount _____ for Domestic purposes from _____ to _____

amount _____ for _____ purposes from _____ to _____ (month/day – both dates inclusive)
6. Total amount of water under right: a. 1.12 cubic feet per second
&/or
b. _____ acre feet per annum
7. Location of original point of diversion is SE ¼ of NE ¼ of Section 29
Township 9S Range 42E, B.M., in Caribou County
Additional points of diversion, if any SW¼NE¼, Sec. 29, T. 9S, R. 42E, B.M.
8. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
9S	42E	29			17	6				22.5						10.5			56

B. DESCRIPTION OF PORTION OF RIGHT FOR WHICH THE CHANGE IS REQUESTED (If the entire right is requested changed, omit part B)

1. Amount of water: a. _____ cubic feet per second
&/or
b. _____ acre feet per annum
2. Point of diversion _____ ¼ _____ ¼, Section _____ Township _____
Range _____, B.M., _____ County _____
Additional points _____
3. Place of use:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

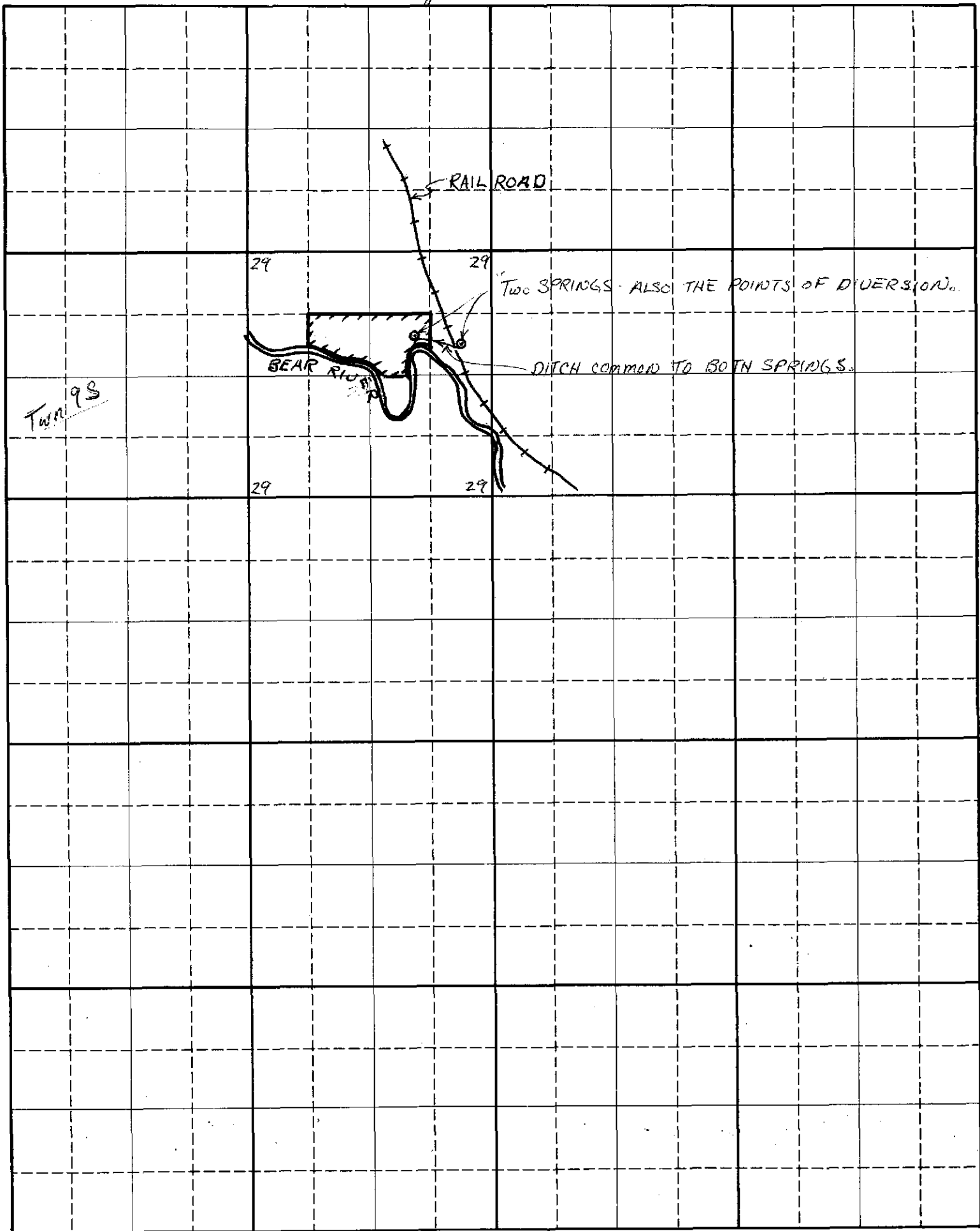
1. Change in point of diversion NO CHANGE
- a. Amount of water to be diverted _____ c.f.s. &/or _____ acre feet
- b. Point(s) of diversion _____ ¼ _____ ¼, Section _____ Township _____
Range _____, B.M., _____ County _____
Additional points _____
- c. Description of diverting works _____
- d. Describe the reasons for applying for a change in the point(s) of diversion _____

2. Change in place of use
- a. Describe the lands or place of use to which the right will be transferred:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
9S	42E	29			32					24									56

- b. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.

Rge 42E



SCALE: 2 inches equal 1 mile. Draw plan in ink.

3. Remarks _____

I hereby assert that no one will be injured by such change and the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

James E. McEntire
Nancy R. McEntire
(Signature of applicant)

Subscribed and sworn to before me this 1st day of February, 19 77

Agnes B. Yorgason
(Notary public)

My commission expires April 21, 1980

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 11-2000,
and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

A measuring device of a type approved by the Director shall be permanently
installed and maintained as part of the diverting works.

2. Denial of said application is for the following reasons: _____

Witness my hand this 15 day of April, 19 77

St. Edmund Ham

FOR DEPARTMENT USE ONLY

Received by OW Date 2-03-77

Protest filed by _____

Prelim. check by EMC Fee \$30.00

Receipted by OW Date 2-03-77

Copies of protest forwarded by _____

Published in Caribou County Sun

Pub. dates February 10 & 17, 1977

Hearing held by _____ Date _____

Watermaster recommendation requested on 2-04-77

Recommended for approval denial

W.D. #11 rec'd. 3-08-77

by RB

Russell Staker

HIGHWAYS
MUNICIPAL
CONSTRUCTION
SURVEYING
IRRIGATION WATER
MEASUREMENT
DAMS

R. D. STOKER AND ASSOCIATES

CONSULTING ENGINEERS
279 East Third North - ~~PO BOX 726~~
SODA SPRINGS, IDAHO 83276



TELEPHONE 547-3463
(Area Code 208)

January 28, 1977

James E. McEntire, M. D.
508 East South Temple
Suite 100
Salt Lake City, Utah 84102

Dear Dr. McEntire:

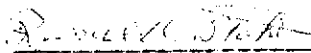
I have received your letter of January 20, 1977 regarding the 1.12 c.f.s. of water rights which you are trying to get transferred from Christman and Hopkins to your land in Section 29, Twp. 9 S, Range 12 E, B. M.

As you requested I have traced the chain of title of this land and the water right and it is as follows:

	<u>Date of Deed</u>	<u>Instrument</u>	<u>Date Recorded</u>
Rosa J. Allen to Richard A. Clark	10-5-43	22534	10-15-45
Richard A. Clark to Roy Corbett	6-1-45	22545	10-22-45
Roy Corbett to Stanley Moore	9-2-47	23887	10-3-47
Stanley Moore to Christman and Hopkins	3-11-69	89485	12-21-76
Christman and Hopkins to Jan Christensen	12-10-76	89486	12-21-76
Jan Christensen to J. E. McEntire	7-10-75	89487	12-21-76

I hope this helps to get this water transfer straightened out. If I can be of further help to you in this matter please let me know.

Yours very truly,


Russell D. Stoker, P. E.

1
encl.

MICROFILMED

UNIFORM REAL ESTATE CONTRACT

For Water Rights of Bear River Tributary

1. THIS AGREEMENT, made in duplicate this First day of September, A. D. 19 76
by and between Christman & Hopkins, A Partnership; & their spouses; and Christman & Hopkins,
hereinafter designated as the Seller, and
James E. McIntire and Nancy E. McIntire, as Tenants in Common
hereinafter designated as the Buyer, of Salt Lake City, Utah

2. WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer,
and the buyer for the consideration herein mentioned agrees to purchase the following described ~~premises~~, situate in
the county of Caribou, State of IDAHO, water rights
More particularly described as follows: ADDRESS

Water License No. 143, originally issued to Ross J. Allen with a priority date
of August 9, 1903 for 1.12 cubic feet per second from what was called Two Springs--
a spring tributary to the Bear River.

3. Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of
Six Thousand Dollars Dollars (\$ 6,000.00)
payable at the office of Seller, his assign or order
strictly within the following times, to-wit: One Hundred Dollars (\$ 100.00)
cash, the receipt of which is hereby acknowledged, and the balance of \$ 5,900.00 shall be paid as follows:
Fourteen Hundred Dollars (\$1,400.00) when sellers approve this sale, then
Fifteen Hundred Dollars (\$1,500.00) plus accrued interest on each of Mar 1, 1977,
Sept. 1, 1977, and March 1, 1978 until the \$6,000.00 is paid in full.

3A The Sellers give the right to the Buyers to pay off this obligation in advance of due
dates at any time, which would then diminish any interest expected accordingly.

3B This contract may not be pledged, sold or transferred to any third party, thereby
making void paragraphs 8 and 10 below.
Possession of said premises shall be delivered to buyer on the 15 day of Sept, 19 76

4. Said ~~monthly~~ semi-annual payments are to be applied first to the payment of interest and second to the reduction of the
principal. Interest shall be charged from Sept 15, 1976 on all unpaid portions of the
purchase price at the rate of ten per cent (10.0 %) per annum. The Buyer, at his option at anytime,
may pay amounts in excess of the monthly payments upon the unpaid balance subject to the limitations of any mortgage
or contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of future
installments at the election of the buyer, which election must be made at the time the excess payment is made.

5. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according
to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture
hereinafter stipulated, or as to any other remedies of the seller.

6. It is understood that there presently exists an obligation against said property in favor of
No obligation exists with an unpaid balance of
\$, as of

7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said prem-
ises now in the process of being installed, or which have been completed and not paid for, outstanding against said prop-
erty, except the following:

8. The Seller is given the option to secure, execute and maintain loans secured by said property of not to exceed the
then unpaid contract balance hereunder, bearing interest at the rate of not to exceed _____ percent
(_____ %) per annum and payable in regular monthly installments; provided that the aggregate monthly installment
payments required to be made by Seller on said loans shall not be greater than each installment payment required to be
made by the Buyer under this contract. When the principal due hereunder has been reduced to the amount of any such
loans and mortgages the Seller agrees to convey and the Buyer agrees to accept title to the above described property
subject to said loans and mortgages.

9. If the Buyer desires to exercise his right through accelerated payments under this agreement to pay off any obli-
gations outstanding at date of this agreement against said property, it shall be the Buyer's obligation to assume and
pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect
to obligations against said property incurred by seller, after date of this agreement, shall be paid by seller unless
said obligations are assumed or approved by buyer.

10. The Buyer agrees upon written request of the Seller to make application to a reliable lender for a loan of such
amount as can be secured under the regulations of said lender and hereby agrees to apply any amount so received upon
the purchase price above mentioned, and to execute the papers required and pay one-half the expenses necessary in ob-
taining said loan, the Seller agreeing to pay the other one-half, provided however, that the monthly payments and
interest rate required, shall not exceed the monthly payments and interest rate as outlined above.

11. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed
and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees
that there are no assessments against said premises except the following:

x [Signature]

The Seller further covenants and agrees that he will not default in the payment of his obligations against said property.

MICROFILMED

12. The Buyer agrees to pay the general taxes after Sept 15, 1976
12A. This contract is subject to approval of Idaho Water Board, if they require it.

13. The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller in the amount of not less than the unpaid balance on this contract, or \$ and to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him.

14. In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if Seller elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of $\frac{1}{4}$ of one percent per month until paid.

15. Buyer agrees that he will not commit or suffer to be committed any waste, spoil, or destruction in or upon said premises, and that he will maintain said premises in good condition.

16. In the event of a failure to comply with the terms hereof by the Buyer, or upon failure of the Buyer to make any payment or payments when the same shall become due, or within Thirty days thereafter, the Seller, at his option shall have the following alternative remedies:

A. Seller shall have the right, upon failure of the Buyer to remedy the default within five days after written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, and the Buyer agrees that the Seller may at his option re-enter and take possession of said premises without legal processes as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller; or

B. The Seller may bring suit and recover judgment for all delinquent installments, including costs and attorneys fees. (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default); or

C. The Seller shall have the right, at his option, and upon written notice to the Buyer, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage, and pass title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the laws of the State of Utah, and have the property sold and the proceeds applied to the payment of the balance owing, including costs and attorney's fees; and the Seller may have a judgment for any deficiency which may remain. In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant to order of the court; and the Seller, upon entry of judgment of foreclosure, shall be entitled to the possession of the said premises during the period of redemption.

17. It is agreed that time is the essence of this agreement.

18. In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid.

19. The Seller on receiving the payments herein reserved to be paid at the time and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, a policy of title insurance in the amount of the purchase price or at the option of the Seller, an abstract brought to date at time of sale or at any time during the term of this agreement, or at time of delivery of deed, at the option of Buyer.

20. It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto

21. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit or otherwise.

22. It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names the day and year first above written.
Signed in the presence of

Sellers

Buyers

Albert B. Christensen
Albert Christensen, for Corp. & Partnership
Margaret J. Christensen
Mrs. Albert Christensen
Loyall A. Hopkins
Loyall A. Hopkins, for Corp. & Partnership
Mrs. Loyall Hopkins
Mrs. Loyall Hopkins
James E. McEntire
James E. McEntire
Randy P. McEntire
Randy P. McEntire

Uniform Real Estate Contract

No. 82704

To

STATE OF IDAHO } SS
County of Carbon }

I hereby certify that this instrument was filed
at the request of Albert B. Christensen
on 11/26 o'clock P M this 18 day of
October 19 76 in my office and city

Notary Public for Idaho

James E. McEntire

Loyall A. Hopkins

Approved Form:

BLANK NO. 100 - 1976 PRINTING CO. - 100-1000

MICROFILMED

RECEIVED

MAR 8 1977

Department of Water Resources
Eastern District Office

Affidavit of Publication

County of Caribou }
State of Idaho } ss.

Mark Steele

being first duly sworn on his
oath, states:

That he is Publisher
of the Caribou County Sun, a
newspaper of general circula-
tion in Caribou County, Idaho,
published weekly at Soda
Springs in said County, that said
newspaper has been pub-
lished in said County uninterr-
uptedly and continuously for
over seventy-eight consecutive
weeks, prior to the first publi-
cation of the annexed notice or
advertisement;

That the annexed notice was
published as per clipping at-
tached in the regular and entire
edition of said newspaper and
not in any supplement thereof

for 2 successive weekly
issues thereof, the date of the
first publication being the

10th day of

February, 1977

The date of the last publication

being the 17th day of

February, 1977

Subscribed and sworn to be-

fore me this 1st day

of March, 1977

Notary Public, residing
at Soda Springs, Idaho
(SEAL)

My Commission expires the

1st day of March

1980

NOTICE OF PROPOSED CHANGE OF WATER RIGHT No. 11-2000

Notice is hereby given that
James E. McEntire & Nancy P.
McEntire, Salt Lake City, Utah,
have applied to the Department
of Water Resources for a
change in the place of use of
the waters of Two Springs trib-
utary to Bear River. The right
sought to be changed is evi-
denced by License No. 11-2000
and is recorded as follows:

AMOUNT: 1.12 cfs

PRIORITY: 8-09-1903

POINTS OF DIVERSION:
SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 29,
T. 9S, R. 42E, B.M., Caribou
County.

The water is used for dom-
estic purposes and to irrigate
56 acres within the S $\frac{1}{4}$ NE $\frac{1}{4}$,
SE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 29,
T. 9S, R. 42E, B.M.

TO BE CHANGED AS FOLLOWS

The water will be used to
irrigate 56 acres within the
SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 29,
T. 9S, R. 42E, B.M.

Any protest against approval
of the above proposed change of
water right must be filed with
the Idaho Department of Water
Resources, 1515 Lincoln Road,
Idaho Falls, Idaho, 83401, on or
before February 28, 1977.

R. KEITH HIGGINSON
Director

Published in the Caribou County
Sun, Soda Springs, Idaho, on
February 10 and February 17,
1977

Bannock County *
Two Springs *
1.12 sec.ft. *
Irrigation *
Priority - 8-9-03 *

S T A T E O F I D A H O

Water License No. 143.

WHEREAS, On the 9th day of August, A.D.1903, ROSA J. ALLEN of Soda Springs, County of Bannock and State of Idaho duly made application (No.293) to me for a permit to use 3.2 cubic feet per second of the waters of Two Springs, County of Bannock, State of Idaho, for irrigation and domestic purposes; and

WHEREAS, On the 15th day of August, A.D.1903, Permit No. 143 was issued to said applicant for the diversion of said water, and providing for the completion of the works of diversion therein described on or before the 15th day of August, A.D.1905, and for the application to beneficial use of said water on or before the 15th day of August, A.D.1907, and,

WHEREAS, On the 15th day of August, A.D.1905, the holder of said permit duly made proof of the completion of adequate works for the diversion of 3.2 cubic feet per second of said water, as evidenced by my Certificate No.143, dated August 18, 1905, confirming the completion of works of sufficient capacity for diverting and conveying to the place of intended use 3.2 cubic feet per second of water, with date of priority of August 9, 1903, and,

WHEREAS, On the 9th day of August, A.D.1907, proof was duly made of the application to beneficial use of 1.12 cubic feet per second of said water;

NOW, THEREFORE, By virtue of the authority vested in me by the laws of the State of Idaho, I hereby grant and confirm to ROSA J. ALLEN, of Soda Springs, Idaho, the holder and owner of said Permit No. 143, a perpetual right, dating from August 9, 1903, to the use of 1.12 cubic feet per second of the waters of Two Springs in the County of Bannock and State of Idaho, or so much thereof as may be necessary for the purposes hereinbelow mentioned, to be diverted at a point in the Southeast quarter of the Northeast quarter and Southwest quarter of Northeast quarter Section 29, Township 9 South, Range 42 East of Boise Meridian, and conducted to and upon

6 acres in Southeast quarter of Northeast quarter
17 acres in Southwest quarter of Northeast quarter
22.5 acres in Southeast quarter of Northwest quarter
10.5 acres in Northwest quarter of Southeast quarter
776.6

ALL in Section 29, Township 9 South, Range 42 East of Boise Meridian, for the purpose of irrigation and domestic use, subject, however, to the laws of the State of Idaho applicable to a license for the use of the waters of the State, and subject, also, to the local or community customs, rules and regulations which have been or may be adopted from time to time by a majority of the users from a common source of supply, canal or lateral from which such water may be taken, when such rules and regulations have for their object the economical use of such water.

WITNESS, My hand and the seal of my office at Boise, Idaho,
this 27th day of August, A.D. Nineteen Hundred and seven.

(SEAL)

Recorded August 27, 1907.

Jas. Stephenson, Jr.

State Engineer.

Record of Application

11-2000

1. Name of applicant Rosa J. Allen,
 Postoffice address: P. O. Soda Springs,
 County Bannock, Idaho

I. If applicant is a corporation give

- (a) Date and place of incorporation
 (b) The amount of capital stock
 (c) The amount paid in
 (d) The names and addresses of directors

II. The financial resources of the applicant are:

- (a) Cash on hand
 (b) Treasury stock
 (c) Bonds to be issued
 (d) Other resources

2. The quantity of water claimed is Three and one-fifth cubic feet per second
 being $2\frac{1}{5}$ cubic ft. per second of time from Spring on S.E. $\frac{1}{4}$ N.E. $\frac{1}{4}$ Sec. 29, Twp. 9 S. R. 42 E. B.M. and 1 cubic foot per second of time of waters of Spring on S.W. $\frac{1}{4}$ N.E. $\frac{1}{4}$ Sec. 29 as owned by bands of applicant and being the full capacity of said springs.
 3. Source of water supply Two Springs (not named) on land of applicant
 4. Location of point of diversion At the Springs on the land

5. To be used for:

I. Irrigation and domestic use: Yes.

- (a) Number of acres to be irrigated 160 acres
 (b) In the following legal subdivisions S. $\frac{1}{2}$ N.E. $\frac{1}{4}$, N.W. $\frac{1}{4}$, S.E. $\frac{1}{4}$, S.W. $\frac{1}{4}$ Sec. 29, Twp. 9, S. R. 42 E. B.M. in Bannock Co. Idaho.

II. Mining, power, manufacturing or transportation purposes:

- (a) To be used for
 (b) Amount of power to be generated horse power
 (c) At what point
 (d) If water is to be returned to stream, ("yes" or "no")
 (e) If "yes" at what point

6. Estimated cost of works Two Hundred (\$200.00) dollars.
Said works partially completed.

7. Description of works for diversion:

I. Kind of works (reservoir, dam, ditch, flume, pipes or otherwise) Reservoir, Dam, Headgate and Ditch.

II. Dimensions of works: At Spring on S.E. $\frac{1}{4}$ N.E. $\frac{1}{4}$ Sec. 29 as owned

- (a) Height of dam 4 $\frac{1}{2}$ feet, length of dam at top 100 feet
 length of dam at bottom 25 feet, material used in construction
 (wood, earth, stone or concrete) stone and dirt
 (b) Capacity of reservoir About 40ft x 30ft in area, 1 $\frac{1}{2}$ ft. deep. acre feet.
 (c) Size of headgate, width 14 inches feet, height 18 inches feet.
 (d) Ditch (flume or pipe) width at bottom 1 $\frac{1}{6}$ feet, width at water
 line 1 $\frac{1}{2}$ feet, depth of water $\frac{3}{4}$ feet. Average
 grade per mile is 10 feet. Length of ditch is Three-fourth
 miles, and it crosses the following quarter sections S. $\frac{1}{2}$ N.E. $\frac{1}{4}$, S.E. $\frac{1}{4}$ N.W. $\frac{1}{4}$, N.W. $\frac{1}{4}$ S.E. $\frac{1}{4}$
 Sec. 29, Township 9 S. R. 42 E. B.M. upon which it is used and

for Permit to Appropriate

143

TO: CO., BOISE, IDAHO.

8. Time required for the completion of the construction of such work is Four years. (The time must in no case exceed five years after date of approval of application.)

9. Time required for the complete application of the water to the proposed use is Four years. (The time must in no case exceed four years after the date set for the completion of works as defined

in Section 8.) Applicant has used said waters of said Springs for about 4 years & located same under old law but notice was not recorded.

Remarks:

Time asked is excessive & is limited to two years for completion of construction & two years additional for the complete application of water to the proposed use. Wayne Darlington, State Engineer

APPROVAL OF STATE ENGINEER.

The number of this permit is 142.

Date of first receipt of application. 1:50 P.M., Aug 5, — 1903.

Returned to applicant for correction.....190.....

Corrected application received.....190.....

Recorded in Book 1 Page 142

Approved — Aug. 15th — 1903.

This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho and hereby grant the same, subject to the following limitations and conditions:

One-fifth of the work above specified to be completed on or before Aug. 15th, 1904 _____

The whole of said work to be completed on or before Aug. 15th, 1905

The time for the proof of beneficial use of water appropriated in accordance herewith, to extend to
Aug. 15th, 1906.

Witness my hand this Fifteenth day of August, 1903.

Wayne Darlington,
State Engineer.

Hoorn 103.

Notice of Proof of Completion of Works mailed
applicant June 3-1905.

143

the Public Waters of

APPROVAL OF STATE ENGINEER.

The number of this permit is 143.

Date of first receipt of application 9 a.m. Aug. 9 1903.

Returned to applicant for correction 190.

Corrected application received 190.

Recorded in Book 1 Page 143.

Approved Aug. 15th 1903.

This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho and hereby grant the same, subject to the following limitations and conditions:

One-fifth of the work above specified to be completed on or before Aug. 15th 1904.

The whole of said work to be completed on or before Aug. 15th 1905.

The time for the proof of beneficial use of water appropriated in accordance herewith, to extend to Aug. 15th 1907.

Witness my hand this Fifteenth day of August 1903.

Wayne Darlington
State Engineer.

Form 103.

Notice of Proof of Completion of Works mailed applicant June 3-1905.

Notice of Proof of Completion of Works received June 14, 1905, fixing August 15, 1905 as the date and Soda Springs Idaho as the place of proof.

Notice for publication mailed Soda Springs Chief town, Soda Springs, Idaho, July 6, 1905, and C. B. Wilson, Soda Springs, Idaho, authorized same date to make examination of the works and report to the office of State Engineer.

Report of Engineer C. B. Wilson received August 1, 1905.

Deposition of Permit holder and depositions of two witnesses, affidavit of publication of notice and fee of \$5.00 received August 17, 1905.

Depositions and report of engineer show that works as completed comply in all respects with the terms of permit.

Certificate of Completion of Works issued August 18, 1905.

- Remarks:

the State of Idaho.

No. 293.

Permit No. 143.

Certificate of Completion of Works.

To all Whom It May Concern:

This is to certify that Rosa J. Allen of Soda Springs, County of Bannock, and State of Idaho, the holder of Permit No. 143, issued upon Application No. 293, bearing date of priority of August 9, 1903, authorizing the diversion of $2\frac{1}{5}$ second-feet of the waters of a spring in S. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$ Sec. 29, and one sec. ft. of spring in S. W. $\frac{1}{4}$ of N. E. $\frac{1}{4}$ Sec. 29, Twp. 9 S. R. 42 E. B. 7N, County of Bannock, State of Idaho, at the springs, for irrigation and domestic purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use three and one-fifth second-feet of water; and that the lands proposed to be irrigated by the use of said waters are described as follows, to wit: South half of North-east quarter, Northwest quarter of Southeast quarter, Southeast quarter of Northwest quarter of Section Twenty-nine, Township Nine South, Range Forty East of Boise Meridian.

Witness my hand this eighteenth day of August A.D. 1905.

Jas. Stephenson Jr.

State Engineer of the State of Idaho.

License issued for 12 second feet

Page 203

1. Name of applicant

James H. Beckersmith

Postoffice address: P. O. —

Sammon, Idaho

County —

Franklin

~~If applicant is a corporation give~~

CANCELLED pursuant to Sec. 5594,
Order of Comptroller of Reclamation
dated Nov 21 1927

(a) Date and place of incorporation

(b) The amount of capital stock

(c) The amount paid in

(d) The names and addresses of directors

II. The financial resources of the applicant are:

(a) Cash on hand

(b) Treasury stock

(c) Bonds to be issued

(d) Other resources

2. The quantity of water claimed is 3.2 cubic feet per second

3. Source of water supply Shoshone Creek

4. Location of point of diversion SW 1/4 of Sec. 1, Twp. 21 N., Range 21 East of Boise Meridian

5. To be used for:

I. Irrigation and domestic use: and other beneficial purposes:

(a) Number of acres to be irrigated 159.92 acres

(b) In the following legal subdivisions Parts 3 and 4 and the E 1/2 SW 1/4 of Section 31, Twp. 21 N., Range 21 East of Boise Meridian

II. Mining, power, manufacturing or transportation purposes:

(a) To be used for

(b) Amount of power to be generated

(c) At what point

(d) If water is to be returned to stream, ("yes" or "no")

(e) If "yes" at what point

6. Estimated cost of works \$150

7. Description of works for diversion:

I. Kind of works (reservoir, dam, ditch, flume, pipes or otherwise) Dam and ditch

II. Dimensions of works:

(a) Height of dam 3 feet, length of dam at top 10 feet
length of dam at bottom 8 feet, material used in construction
(wood, earth, stone or concrete) wood

(b) Capacity of reservoir acre feet.

(c) Size of headgate, width 2 feet, height 2 feet.

(d) Ditch (flume or pipe) width at bottom 2 feet, width at water
line 3 feet, depth of water 1 1/2 feet. Average
grade per mile is 15 feet. Length of ditch is 3/4 of a

miles, and it crosses the following quarter sections N 1/4 and N 1/4 of Sec. 1, Twp. 21 N., Range 21 East

to Lots 3 and 4 and E 1/2 SW 1/4 of Sec. 31, Twp. 21 N., Range 21 East which is the point of intended use.



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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

September 7, 1993

Mr. and Mrs. Alvin Dunn
Box 473
Soda Springs, Idaho 83276

Re: Water Right No. 11-02000

Dear Mr. and Mrs. Dunn:

Thank you for the information you sent. The information is now in water right file number 11-02000. You will be receiving all future correspondence pertaining to this water right number.

Sincerely,

A handwritten signature in cursive script that reads 'Carolyn Andregg'.

Carolyn Andregg
Vault Secretary

RECEIVED

SEP 07 1993

Department of Water Resources

Alvin E. from M. Dunn
BX 473

Soda Springs
Idaho 83276

Idaho Dept. of Water Resources
 Boise, Idaho
 Carolyn Archibegg, Vault Secretary

RE: WR 143/11-2000

Enclosed, please find copy of
warranty deed 98487

We are requesting that the Dept. of Water
Resources send any correspondence
relating to the transfer of ownership of
water Right 11-2000 from James
E. McEntire and Nancy P. McEntire
to Alvin E. Dunn and from M. Dunn
directly to us.

Please advise us when this
transfer has been completed.

Thank you for your courtesy.

Sincerely,
Alvin E. Dunn from M. Dunn

Warranty Deed

THIS INDENTURE, Made this 26th day of September,
in the year of our Lord One Thousand Nine Hundred and Seventy-eight, between

James E. McEntire and Nancy P. McEntire, husband and wife,
of Salt Lake City, County of Salt Lake, State of Utah,
the parties of the first part, and

Alvin E. Dunn and Joan M. Dunn, husband and wife,
of Soda Springs, County of Caribou, State of Idaho,
the parties of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of
FIFTY SEVEN THOUSAND AND NO/100 -----DOLLARS,
lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt
whereof is hereby acknowledged

, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties
of the second part, and to their heirs and assigns forever: All that certain lot,
piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, bounded
and more particularly described as follows, to-wit:

Township 9 South, Range 42 East of the Boise Meridian:

Section 29: Beginning at the Northwest corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 29,
and running
thence East along the North line of SE $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said
Section 29, 2640 feet, more or less, to the Southwest corner
of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 29;
thence North along the West line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, 271.1 feet, more
or less, to the Westerly right of way line Union Pacific Railroad;
thence South 21° 39' East along said right of way 1183 feet, more
or less, to a fence line running West;
thence due West along said fence line 298 feet;
thence South 83° West 200 feet, more or less, to the center line
of Bear River;
thence down stream Westerly along the center line of Bear River to
the West line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 29;
thence North along said West line of SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 29, 800 feet,
more or less, to the point of beginning.

Together with all water and water rights appertenant thereto, including but not
limited to the Water License No. 143, originally issued to Ross J. Allen with a
priority date of August 9, 1903, for 1.12 cubic feet per second from what was
called Two Springs - a spring tributary to the Bear River.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and
the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident
unto the said parties of the second part, and to their heirs and assigns forever. And the said
parties of the first part, and their heirs the said premises in the quiet and peaceable possession
of the said parties of the second part their heirs and assigns against the said parties of the
first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming
or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and
seals the day and year first above written.
Signed, Sealed and Delivered in the Presence of

x James E. McEntire [Seal]
JAMES E. MCENTIRE

x Nancy P. McEntire [Seal]
NANCY P. MCENTIRE

[Seal]
[Seal]

STATE OF ~~NEW~~ IDAHO, UTAH

} ss.

County of Salt Lake

On this

2nd

day of

October

in the year 1978, before me

the undersigned,

a

Notary Public

in and for said County and State, personally appeared

James E. McEntire and Nancy P. McEntire, husband and wife,

known to me to

be the person s whose name s are subscribed to the within instrument, and acknowledged to me that t hey executed the same.

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

David S. Feltz
Notary Public.

Residence and P. O. Address: Salt Lake City, Utah.
My commission expires: Jan. 20/1979

WARRANTY DEED

38482

James E. McEntire and Nancy P.

McEntire, husband and wife,

TO

Alvin E. Dunn and Joan M. Dunn,

husband and wife.

Dated September 26th, 1978.

STATE OF IDAHO,

ss. }

County of Caribou.

I hereby certify that this instrument was filed for

record at the request of

Carlin Hill

at 30 minutes past 4:00

o'clock P. M., this 27 day

of November, A. D. 1978

in my office and duly recorded in ~~microfilm~~

~~microfilm~~ Microfilm Records.

Ex-Officio Recorder.

By *Alvin E. Dunn*

Deputy.

Fee, \$ 2.00

GEO. PRIMBS & SONS, INC., POCAHONTO, IDAHO

Alvin E. Dunn

Soda Springs, Idaho 83276

Alvin E. Jean M. Hume
B4 473
Soda Springs, Idaho 8.

CERTIFIED

P 860 948 384

MAIL

Carolyn Anshrey, Vault Secretary
State of Idaho Department of Water Resources
1301 North Orchard Street
Boise, Idaho 83706-7237



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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

August 30, 1993

Mr. and Mrs. Alvin Dunn
Box 473
Soda Springs, Idaho 83276

RE: WR# 11-2000

Dear Mr. and Mrs. Dunn:

I am in receipt of your letter dated August 28, 1993. In checking your file, I find only your previous letter dated July 20, 1993, that was sent to our eastern regional office. They forwarded your letter to the state office. I am unable to ascertain from the file whether they received your other papers. Nor does the data base reflect a change made by our eastern office.

In order to notify the department of a change of ownership, you will need to submit a copy of your warranty deed and a letter stating that all future correspondence be sent to you. We normally do not send a response to this type of change since there are no papers for you to sign.

Our data base is changed to reflect you as the owner upon receipt of the information.

Evidently the information you mailed earlier has gone astray. Please send it again, to my attention, and I will see that it is entered and filed correctly. I apologize for the inconvenience this has caused you.

Sincerely,

A handwritten signature in cursive script that reads 'Carolyn Andregg'.

Carolyn Andregg
Vault Secretary

August 28, 1993

State of Idaho
Dept. of Water Resources
Boise, Idaho

Vault Secretary
Carolyn Anderson

Re: ownership change of Water Right
143/ 11-2000 from James E. McIntire
and Nancy P. McIntire to Alvin E.
Hunn and Joan M. Hunn.

Notice of change of water right ownership
and copy of warranty deed 98482
were mailed in July 29, 1993.

Will you advise if this transfer
has been completed, and thank
you.

Sincerely,

Alvin E. and Joan M. Hunn

phone:

208-547-3501

Bd 473

Soda Springs, Idaho 83276

Alvin L. Jean M. Sumner
134 473
Soda Springs, Idaho 83326

**E01 TR2



State of Idaho At: Court Secretary
Department of Water Resources
1301 North Orchard Street
Statehouse mail
Boise, Idaho 83720-9000

RECEIVED

JUL 21 1993

Department of Water Resources
Eastern District Office

RECEIVED

JUL 26 1993

Department of Water Resources

July 20, 1993

Idaho Department of Water Resources
900 N. Skyline
Idaho Falls, Idaho 83402

Dear Sir:

We bought the property and
Water Right No. 143/11-2000 from
James E. & Nancy P. McIntire.

There is no change in the use
of this Water Right.

What do we need to do to transfer
this Water Right into our names?

Please advise, and thank you

Alvin E. & Jean M. Dunn

B4 473

Soda Springs

Idaho 83276

phone 208-547-3501

Chen E. & Joan M. Chen
34433
Soda Springs
Idaho 83376



Idaho Department of Water Resources
900 N. Skyline
Idaho Falls
Idaho 83407

File
February 28, 1977

RE: Application for Transfer No. 11-2000 McENTIRE
Application for Permit No. 29-7365 LONGENBOHN
29-7366 OZBURN

Caribou County Sun
P.O. Box 815
Soda Springs, Idaho 83276

Gentlemen:

Would you please submit an affidavit of publication and certified bill in connection with the above referenced application. The legal notice was to have been published in your paper on February 10 and February 17, 1977.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

RONALD D. CARLSON
Supervisor,
Eastern Region

RDC:CW

cc: IDWR - State Office



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Cecil D. Andrus
Governor

R. Keith Higginson
Director

Statehouse
Boise, Idaho 83720
(208) 384-2215

April 18, 1977

Re: Transfer No. 11-2000

James E. & Nancy P. McEntire
696 18th Ave.
Salt Lake City, Utah 84103

Dear Mr. & Mrs. McEntire:

Enclosed is a copy of your approved application for transfer no. 11-2000. We direct your attention to the conditions of approval as listed on the fourth page.

Be sure to note that a special condition requiring you to install and maintain a measuring device at your point of diversion has been placed upon your transfer. We are enclosing a letter describing different types of measuring devices approved by this office.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:ch

Encl: Copy of Transfer

cc: Russell D. Stoker, Watermaster
279 E. 3rd N.
Soda Springs, ID 83276

MICROFILMED

APPLICATION FOR TRANSFER OF WATER RIGHT

NO. 11-2000

MAR 8 1977

RECOMMENDATION OF WATERMASTER

Department of Water Resources
Eastern District Office

I, Russell D. Stoker, watermaster of Bear River,
of Water District No. 11, County of Caribou, State of Idaho,
whose address is 279 E 3rd N., Soda Springs, Idaho
have read the attached copy of the application for transfer of water right for James E
and Nancy P. McEntire, and to the best of my knowledge believe the
(name)
application to be true.

A. I hereby endorse the above numbered Application for Transfer and recommend
that the Director of the Department of Water Resources approve the transfer subject to
the following conditions: None

OR

B. I do not endorse approval of the above numbered Application for Transfer as re-
quested for the following reasons:

Dated at Soda Springs, Idaho, this 7th day of March 19 77.

Russell D. Stoker
(signature)

February 28, 1977

RE: Application for Transfer No. 11-2000 McENTIRE
Application for Permit No. 29-7365 LONGENBOHN
29-7366 OZBURN

Caribou County Sun
P.O. Box 815
Soda Springs, Idaho 83276

Gentlemen:

Would you please submit an affidavit of publication and certified bill in connection with the above referenced application. The legal notice was to have been published in your paper on February 10 and February 17, 1977.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

RONALD D. CARLSON
Supervisor,
Eastern Region

RDC:CW

cc: IDWR - State Office

MICROFILMED

February 4, 1977

RE: Application for Transfer No. 11-2000 McENTIRE

Mr. Russell Stoker, Watermaster
Water District No. 11
Box 726
Soda Springs, Idaho 83276

Dear Mr. Stoker:

Please find enclosed a copy of the above referenced application and a watermaster recommendation form. Please review the application and complete the form, returning it to this office on or before February 28, 1977.

Your cooperation in this matter is appreciated.

Very truly yours,

RONALD D. CARLSON
Supervisor,
Eastern Region

RDC:CW

Enclosures (2)

MICROFILMED

February 4, 1977

RE: Application for Transfer No. 11-2000 MC ENTIRE
Application for Permit No. 29-7365 LONGENBOHN
29-7366 OZBURN

Caribou County Sun
P.O. Box 815
Soda Springs, Idaho 83276

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 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.

Very truly yours,

RONALD D. CARLSON
Supervisor,
Eastern Region

Bill submitted 2-13-77 by CW

RDC:CW

Enc: Legal Notice (3)

**NOTICE OF PROPOSED
CHANGE OF WATER RIGHT
No. 11-2000**

Notice is hereby given that James E. McEntire & Nancy P. McEntire, Salt Lake City, Utah, have applied to the Department of Water Resources for a change in the place of use of the waters of Two Springs tributary to Bear River. The right sought to be changed is evidenced by License No. 11-2000 and is recorded as follows:

AMOUNT: 1.12 cfs

PRIORITY: 8-09-1903

POINTS OF DIVERSION:

SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 29,
T. 9S, R. 42E, B.M., Caribou
County.

The water is used to irrigate
56 acres within the S $\frac{1}{2}$ NE $\frac{1}{4}$,
SE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 29,
T. 9S, R. 42E, B.M.

TO BE CHANGED
AS FOLLOWS

The water will be used to
irrigate 56 acres within the
SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 29,
T. 9S, R. 42E, B.M.

Any protest against approval
of the above proposed change of
water right must be filed with
the Idaho Department of Water
Resources, 1515 Lincoln Road,
Idaho Falls, Idaho, 83401, on or
before February 28, 1977.

R. KEITH HIGGINSON
Director

Published in the Caribou County
Sun, Soda Springs, Idaho, on
February 10 and February 17,
1977

*Called 2-28-77
CW*

MICROFILMED

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

NO. 11-2000

Notice is hereby given that James E. McEntire & Nancy P. McEntire, Salt Lake City, Utah, have applied to the Department of Water Resources for a change in the place of use of the waters of Two Springs tributary to Bear River. The right sought to be changed is evidenced by License No. 11-2000 and is recorded as follows:

AMOUNT: 1.12 cfs

PRIORITY: 8-09-1903

POINTS OF DIVERSION: SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 29, T. 9S,
R. 42E, B.M., Caribou County.

The water is used ^{for domestic} to irrigate 56 acres within the S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$,
Sec. 29, T. 9S, R. 42E, B.M.

TO BE CHANGED AS FOLLOWS

The water will be used to irrigate 56 acres within the SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$,
Sec. 29, T. 9S, R. 42E, B.M.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401, on or before February 28, 1977.

R. KEITH HIGGINSON

Director

Published in the Caribou County Sun, Soda Springs, Idaho, on February 10 and February 17, 1977

MICROFILMED

Ch. H.

me-
the-
G.

February 4, 1977

RE: Application for Transfer No. 11-2000

James E. McEntire
696 18th Avenue
Salt Lake City, Utah 84103

Dear Mr. McEntire:

Attached herewith is departmental receipt No. 4527 in the amount of \$30.00 for the above referenced application.

Very truly yours,

RONALD D. CARLSON
Supervisor,
Eastern Region

RDC:CW

Attachment

RECEIVED



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN DISTRICT

Cecil D. Andrus
Governor

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

R. Keith Higginsan
Director

January 19, 1977

Dr. James E. McEntire
696 18th Avenue
Salt Lake City, Utah 84103

Dear Dr. McEntire:

Please find enclosed your check No. 31-5 in the amount of \$30.00 and your application for transfer. We find it necessary to return your application for the reasons discussed during our telephone conversation January 18, 1977. For your convenience, also enclosed is a new application for transfer which we have taken the liberty to partially complete in this office.

To the best of our knowledge, Section A reflects the water right as it presently exists and has not been changed. Since our telephone conversation conveyed the impression the springs are connected by a common ditch which diverts the water at the site of each spring, it is not necessary to change the points of diversion. In lieu of this, we have left Item 1 of Section C blank. Please note, you may pump water at a point of your choosing along this ditch without changing the designated points of diversion. In Section C, Item 2a, you must fill in the acreages to be irrigated for each 40-acre subdivision (circled in pencil) being certain the sum equals 56 acres.

Prior to forwarding this transfer to our office, please review it in its entirety to insure accuracy and sign it in the presence of a notary making sure to include any deeds or other evidence of ownership of the land to which the right is appurtenant back to Ross Allen, the original owner of the right, and the mandatory filing fee of \$30.00.

If we can be of any further assistance, please feel free to contact this office.

Very truly yours,

ERNEST M. CARLSEN
Water Resource Agent

EMC:cw

Attachment

Enclosures

RECEIVED
JAN 20 1977
WATER RESOURCES
DIVISION

November 26, 1976

Mr. James E. Mc Entire
696 18th Avenue
Salt Lake City, Utah 84103

Dear Mr. Mc Entire:

Enclosed please find your check No. 31-5 in the amount of \$30.00 and your application for transfer. We find it necessary to return your application as the intent of the transfer was not quite clear.

We have taken the liberty of preparing a rough draft showing the right as it was originally licensed and as it appears in our records. Please complete Part "C" showing the right as you wish it to appear after the transfer has been completed.

For your convenience, we have enclosed a blank form. Please complete, sign in the presence of a notary and return with the \$30.00 filing fee for further processing.

If you have any questions or if we may be of further assistance, please feel free to contact me.

Very truly yours,

ERNEST M. CARLSEN
Water Resource Agent

EMC:CW

Attachment

Enclosures

DEPARTMENT OF WATER RESOURCES

TRANSFER ANALYSIS SHEET

1. Source Two SPRINGS Name McENTIRE
2. Right Being Transferred Right No. 143/11-2000
- a. ☐ Decree Transfer No. _____
- ☒ License
- ☒ Use IRRIGATION & DOMESTIC
- b. ☒ Priority Aug 9, 1903.
- c. ☒ Location - Original P. D. } MICROFILM OF 11-2000 indicates
- d. ☒ " - Original P. U. } info is correct.
- e. ☐ " - New P.D.
- f. ☒ " - New P.U.
- g. ☒ Amount
- ☒ All
- ☐ Part
3. YES Proof of Ownership of Right
- Comment COPY OF REAL ESTATE CONTRACT FOR WATER RIGHTS
- & LETTER FROM RUSSELL STOKER TRACING CHAIN OF TITLE
4. NO Expansion of Right BACK TO ORIGINAL OWNER OF RIGHT
- Comment - Transferred acreage is the same
- as originally Licensed.
5. ☒ Map
6. ☒ Signature
7. ☒ Fee
8. Watermaster's Comments ATTACHED 3/8/77
9. Comments →
10. Initial Review by Ernest M Carlson Date 2-03-77
11. Recommended Action
- ☒ Approve ☐
- ☐ Deny
- ☒ Conditions MEASURING DEVICE
- By RDC Date 3/9/77

MICROFILMED

Copy
Mergit