

RECEIVED

AUG 11 1972

Department of Water Administration  
Southern District Office

**SOUTH IDAHO PRESS**

**BURLEY, IDAHO**

**AFFIDAVIT OF PUBLICATION**

County of Cassia, )  
 ) ss.  
STATE OF IDAHO )

Ruth Chambers, being first  
duly sworn, deposes and says that she is the

Bookkeeper of the South Idaho  
Press, a daily newspaper published at Bur-  
ley, Idaho, in the county aforesaid and that  
the paper is of general circulation therein.  
Deponent further states that the printed no-  
tice attached hereto was duly published  
according to law in the regular editions of

The South Idaho Press for 2  
consecutive weeks, commencing with the issue  
dated July 25 1972, and ending  
with the issue dated August 1, 1972

Ruth Chambers

Subscribed and sworn to before me  
this 9th day of August  
1972.

Edith Ravstall Notary Public

Cost of Publication 12.24

Notary Fee

Total Cost

My commission expires October 23, 1975

72-221

**NOTICE OF CLAIM  
TO A WATER RIGHT**  
No. 47-4019

Notice is hereby given that  
Kenneth A. McFarland Star  
Route, Declo, Idaho has filed a  
claim to a water right  
established by diversion and  
application to beneficial use of  
4.0 cubic feet per second of  
water from a groundwater  
source with point of diversion in  
the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 13, T. 12S,  
R. 26E, B.M., Cassia County.

The water is claimed to be  
used from April 1 to Oct. 31 for  
the irrigation of 227 acres with a  
priority of Sept. 28, 1948 ; the  
place of use is within the N-  
W $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Sec. 13; N $\frac{1}{2}$  of  
Sec. 14 lying East of Highway  
30S, T. 12S, R. 26E, B.M.

Any exception to this claim of  
water right may be filed with  
the Idaho Department of Water  
Administration, Statehouse,  
Boise, Idaho, 83707, on or before  
August 11, 1972.

R. KEITH HIGGINSON  
Director

Published in the South Idaho  
Press, Burley, Idaho on July 25  
and Aug. 1, 1972.

43 4047

July 25, 1972

Re: Claim No. 43-4047 - Kenneth A. McFarland

Kenneth A. McFarland  
Star Route  
Declo, Idaho 83323

Dear Mr. McFarland:

This is to inform you of a change in the Department of Water Administration identification No. for Kenneth A. McFarland claim for a water right for 4.0 c.f.s. from a groundwater source in Cassia County. The new departmental number is 43-4047 replacing 47-4019.

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

Very truly yours,

Bob Haynes  
District Engineer  
Southern District

BH:alw

cc: Richard K. Smith

43 4047

July 7, 1972

Re: Claim No. 47-4019 - Kenneth A. McFarland

Kenneth A. McFarland  
Star Route  
Declo Idaho 83323

Dear Mr. McFarland:

Attached herewith is your Receipt No. 9733 in the amount of \$10.00 for the above reference Claim to a Water Right which was received in this office under the above date.

Very truly yours,

Bob Haynes  
District Engineer  
Southern District

BH:alw

Enc.

43 4047

September 1, 1972

Re: Claim to a Water Right No. 43-4047 -- Kenneth A. McFarland

Kenneth A. McFarland  
Star Route  
Declo, Idaho 83323

Dear Mr. McFarland,

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 of the 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 the claim. If you have any questions or if we can be of further assistance, please feel free to call upon us.

Very truly yours,

Bob Haynes  
District Engineer  
Southern District

BH:alw

Enc: Copy of claim

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OCT 15 1979

2211 Overland Avenue  
Burley, Idaho 83318

DEPT. OF WATER RESOURCES  
SOUTHERN DISTRICT OFFICE

October 11, 1979

Department of Water Resources

State of Idaho, Department of  
Water Administration  
614 State Street, Capital Building  
Boise, Idaho 83707

Dear Sirs:

This is to advise that Kenneth A. McFarland and Janet McFarland, husband and wife, residing at Star Route; Declo, Idaho 83323 have obtained financial assistance from this Agency. In so doing, they have pledged the waters produced from and the rights to produce such underground water under "Claim to a Water Right number 43-4047 with date of June 30, 1972 and acknowledged by the State of Idaho, Department of Water Administration on September 8, 1972" as additional security for this loan.

We request that a note be placed in the files concerning the above Claim to a Water Right regarding this transaction. When said Permit(s) Claim(s) to Water Rights or License(s) and the waters produced from these rights are pledged as additional security to FmHA, the holders of same agree not to assign, transfer or make any changes in these rights which would be adverse to the interests of Farmers Home Administration without advising FmHA, in writing, of their plans and agree to obtain written permission from FmHA to make said change(s).

Please sign the enclosed copy of this letter and return same to this office as acknowledgment of the request for our use in our files.

Sincerely,

THOMAS J. NEWTON  
County Supervisor

"The above letter has been placed in the files in connection with the "Claim to a Water Right number 43-4047" dated June 30, 1972."

(Date)

(Name and Title)

cc: Southern District Office  
1041 Blue Lakes Blvd., North  
Twin Falls, Idaho 83301

Transfer No. 2310

Application No. 43-4047/43-4078

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STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

JAN 24 1979

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

Department of Water Resources  
Southern District Office

Name of applicant Kenneth A. McFarland

Phone

APPROVED

Post office address Star Route, Declo, Idaho 83323

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.

issued by the Idaho Department of Water Resources

c. Claim No. 43-4047 and 43-4078

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

3. Source of water ground water tributary to

4. Date of priority 43-4047 - Sept. 28, 1948, 43-4078 - June 1, 1950

5. Water is used for the following purposes:

amount 4.0 cfs for irrigation purposes from April 1 to October 31

amount .60 cfs for irrigation purposes from March 15 to November 15

amount for purposes from to

(month/day - both dates inclusive)

6. Total amount of water under right: a. 4.60 cubic feet per second

b. &/or  
acre feet per annum

7. Location of original point of diversion is SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Section 13

Township 12S Range 26E, B.M., in Cassia County

Additional points of diversion, if any NW NE Sec. 13, T12S, R26E

8. Lands irrigated or place of use:

| TWP. | RANGE | SEC. | NE $\frac{1}{4}$ |                  |                  |                  | NW $\frac{1}{4}$ |                  |                  |                  | SW $\frac{1}{4}$ |                  |                  |                  | SE $\frac{1}{4}$ |                  |                  |                  | TOTALS |
|------|-------|------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--------|
|      |       |      | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ | NE $\frac{1}{4}$ | NW $\frac{1}{4}$ | SW $\frac{1}{4}$ | SE $\frac{1}{4}$ |        |
| 12S  | 26E   | 13   |                  | 40               |                  |                  | 40               | 40               | 36               | 40               |                  |                  |                  |                  |                  |                  |                  |                  | 196    |
| 12S  | 26E   | 14   | 26.1             |                  |                  | 6.2              |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  | 32.3   |
|      |       |      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |        |
|      |       |      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |        |
|      |       |      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |        |
|      |       |      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |        |
|      |       |      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |        |
|      |       |      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |        |
|      |       |      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |        |

MICROFILMED

Total number of acres to be irrigated 228.3

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 |        |
|      |       |      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |        |
|      |       |      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |        |
|      |       |      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |        |
|      |       |      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |        |
|      |       |      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |        |
|      |       |      |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |        |

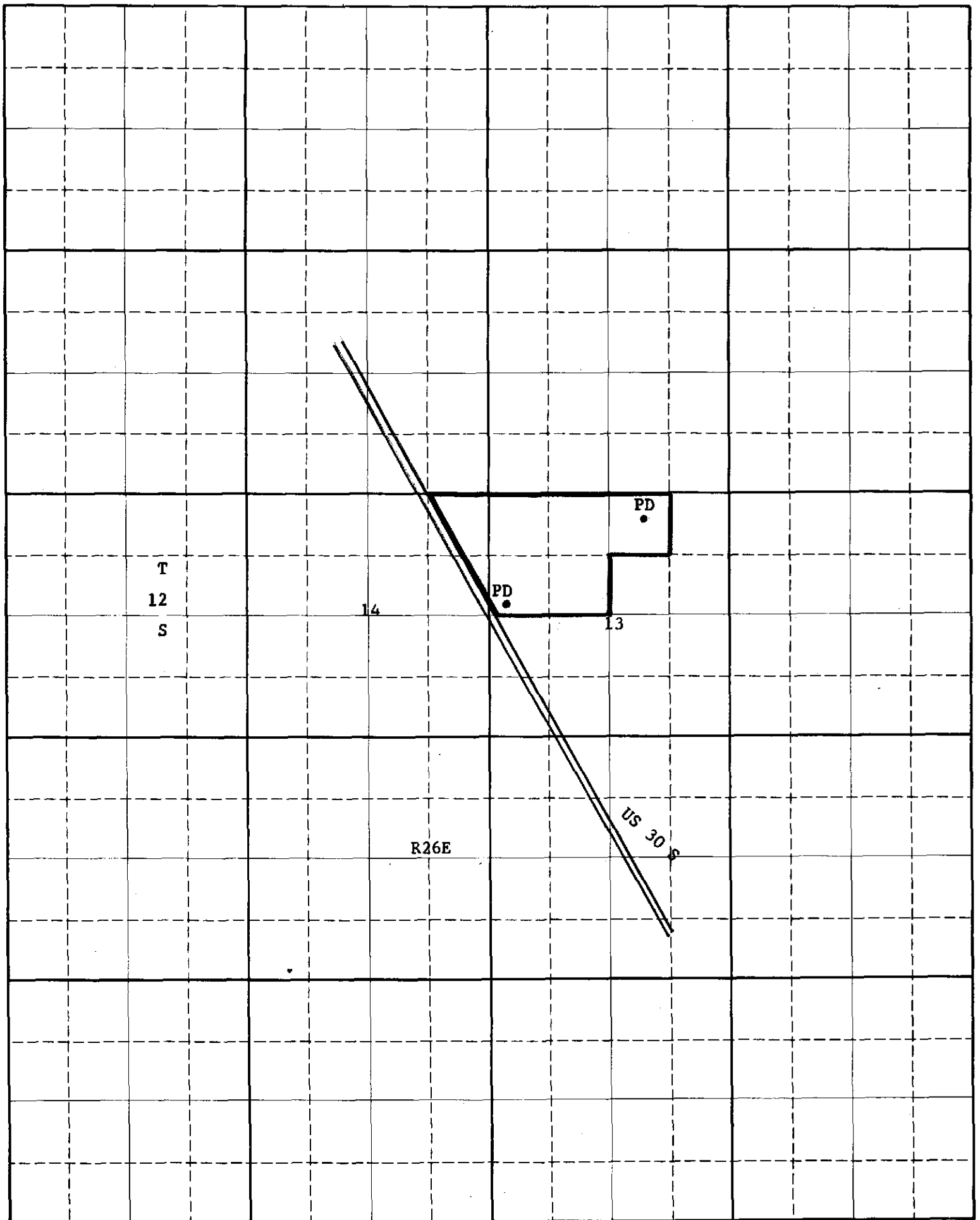
C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Change in point of diversion
- a. Amount of water to be diverted 4.60 c.f.s. &/or \_\_\_\_\_ acre feet
- b. Point(s) of diversion SW ¼ NW ¼, Section 13 Township 12S  
Range 26E, B.M., Cassia County  
Additional points NW NE Sec. 13, T12S, R26E, Cassia County

- c. Description of diverting works The water will be withdrawn from one or both of two wells located at the respective points of diversion as listed in this application for transfer. The wells will be equipped with deep well turbine pumps tying in to a closed buried sprinkler system.
- d. Describe the reasons for applying for a change in the point(s) of diversion This application for transfer is filed in order to merge the water rights as listed under the claims herein specified to provide greater flexibility in the operation of the farm. This application if approved will provide the applicant with the ability to pump the entire supply of water for the farm from either well which is important because of the crop rotation pattern and the decreasing yield from the well located in the SW/4 NW/4 of Sec. 13. There will be no increase in the amount of lands irrigated or the quantity of water withdrawn from these wells but only an increase in efficiency and flexibility.
2. Change in place of use
- a. Describe the lands or place of use to which the right will be transferred: NO CHANGE

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

- 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.

MICROFILMED

3. Remarks Because of the move to irrigate these lands with a totally enclosed sprinkler system, efficiency and flexibility will be increased which probably will result in a decrease in the amount of water pumped thus relieving some stress on the Raft River aquifer. The applicant plans to invest significant time and money in upgrading the system and this transfer is necessary to provide the flexibility needed to operate this system efficiently.

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.

Kenneth McFarland  
(Signature of applicant)

Subscribed and sworn to before me this 15<sup>th</sup> day of January, 19 79

Gene Baxter  
(Notary public)

My commission expires life term

#### ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 43-4047 & 43-4078, and said application is hereby APPROVED.

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

Approval of this Transfer in no way validates Water Claims No.'s 43-4047 & 43-4078.

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

Witness my hand this 11<sup>TH</sup> day of May, 19 79

Norman C Young

#### FOR DEPARTMENT USE ONLY

**APPROVED**

Received by gf Date 1-24-79

Prelim. check by \_\_\_\_\_ Fee 35.00

Receipted by maria Date 1-24-79 #12677

Published in South Idaho Press

Pub. dates 2/27/79 & 3/6/79

Watermaster recommendation requested on N/A

rec'd. \_\_\_\_\_

Protest filed by \_\_\_\_\_

Copies of protest forwarded by \_\_\_\_\_

Hearing held by \_\_\_\_\_ Date \_\_\_\_\_

Recommended for approval denial

by LH J.S.

Identification No. \_\_\_\_\_

Claim No. 43-4047

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 Kenneth A. McFarland  
post office address Star Route, Declo, Idaho 83323

2. The point of diversion is in SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  Section 13 Township 12 South  
Range 26 East B.M. located on subterranean waters  
(name of source)

tributary to \_\_\_\_\_ in Cassia 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:

September 28, 1948 amount: 4.0 c.f.s. or \_\_\_\_\_ acre feet  
\_\_\_\_\_ amount: \_\_\_\_\_ c.f.s. or \_\_\_\_\_ acre feet  
\_\_\_\_\_ amount: \_\_\_\_\_ c.f.s. or \_\_\_\_\_ acre feet  
Total claimed \_\_\_\_\_ c.f.s. or \_\_\_\_\_ 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 irrigation period of use from April 1 to October 31 (both dates inclusive)  
use \_\_\_\_\_ period of use from \_\_\_\_\_ to \_\_\_\_\_ (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 subterranean  
\_\_\_\_\_; length is \_\_\_\_\_ feet; height is \_\_\_\_\_ feet;  
width at bottom is \_\_\_\_\_ feet; width at top is \_\_\_\_\_ feet; explain any increase in diversion capacity since structure was first built, giving dates and estimated capacities if known \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Underground water diverting works: is well flowing or pumped underground; depth of well is 300 feet; diameter of well is 16 inches; type of pump is 75 H.P. electric  
capacity of pump is 1387 g.p.m.; name and address of well driller is William D. Hall, Route #3, Declo, Idaho;

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. The pump on the well may have been changed and perhaps the motor. The bowls were changed 1952 or 1953, at recommendation of H. G. Haight, Engineer.

- c. Conveying works: length of ditch to place of use is 100 <sup>approx.</sup> feet; width of ditch at top is 6 feet; width of bottom of ditch is 2 feet; depth of water is 2 feet; grade of ditch per 1000 feet is about 10/10 feet; material through which ditch passes is sandy loam; maximum length of pipe line to first place of use is \_\_\_\_\_ feet; diameter of pipe line is \_\_\_\_\_ inches; type of pipe \_\_\_\_\_; 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 some concrete ditches have been installed

- d. If water is stored: name of reservoir not stored \_\_\_\_\_;  
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 \_\_\_\_\_; is reservoir drained each year \_\_\_\_\_;  
is reservoir on or off stream \_\_\_\_\_ explain \_\_\_\_\_

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\_\_\_\_\_, if 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]

Total number of acres to be irrigated 227

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

At recommendation of H. G. Haight, Engineer, new bowls were installed and the pump produced over 200 inches, used for irrigation on as many acres in 1953. The water table dropped through no fault of the claimant, cutting flow. It is felt that at least 200 acres have been under cultivation for the past 19 years.

b. Do you get water through a ditch owned by several users? No If yes, give the name of the ditch  
\_\_\_\_\_. The other users and their respective  
interests in the ditch are (if known) N/A

6. Where water is used for stock watering, give number of each kind of stock watered \_\_\_\_\_  
not used for stock water

7. Where water is used for domestic or municipal purposes give number of families served \_\_\_\_\_  
name of town supplied None

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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Remarks: please explain any details of your claim which you feel need clarification or additional explanation  
It is apparent that priority to September 28, 1946 has been  
established by the Dept. of Water Administration. (See attached  
correspondence) The right establishes 3.02 C.F.S. and is confirmed.  
Through lack of communication the new buyer's right to a license  
was lost by the original appropriation for non-payment of a \$19.00  
fee. Certificate of completion of works is attached with other  
correspondence and affidavit of David W. Thompson, etcetera.  
Property including water right sold to Kenneth A. McFarland,  
by contract of sale dated September 24, 1965.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Idaho }  
County of Cassia } 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.

Sworn to before me this 30<sup>th</sup> day of June, 19 72.

Kenneth M. Farland  
Claimant

Della Mae Johnson  
Notary Public  
Residing at Burley, Idaho

My commission expires 2-1-75

For Department Use Only

Received by alw Date 7-10-72  
dr Date 7-7-72

Exception filed by: dr

Forwarded to  
claimant by:

Date

Prelim. check by D Date 7-7-72 # 9753  
00

Fee received by dr Date 7-7-72 Fee \$ 10

Approved for publication by RA

Published in South Idaho Press Dates 7-25 &  
alw 8-1-72

43 4047

## 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 that you initiated each new use of the water. List separately the dates and amounts of water involved 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: | <u>May 18, 1871</u> | amount:        | <u>0.8 c.f.s.</u> or | <u>          </u> acre feet |
|                           | <u>June 1, 1901</u> | amount:        | <u>0.4 c.f.s.</u> or | <u>          </u> acre feet |
|                           |                     | Total claimed: | <u>1.2 c.f.s.</u> or | <u>          </u> 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:

use irrigation period of use from April 1 to October 31 (both dates inclusive). If the water had been 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 this claim with the Department of Reclamation, Room 107, Statehouse, Boise, Idaho 83701, is \$10.00.

RECEIVED

# ESCROW AGREEMENT

JUL 8 1972

To Idaho Bank & Trust Company

Department of Water Administration  
Southern District Office

Burley Office

Burley, Idaho 83316

(Address)

The undersigned, David W. Thompson and Hazel D. Thompson, husband and wife

hereinafter called "Grantor," and Kenneth A. McFarland

hereinafter called "Grantee," herewith deliver to you in escrow the documents and property hereinafter described to be held and disposed of by you in accordance with the instructions and upon the terms herein set forth, and not otherwise, to all of which the undersigned hereby agree. Said documents and property are described as follows:

1. Copy of Contract of Sale
2. Warranty Deed
3. Fire insurance policy
4. A copy of this escrow agreement

You are hereby authorized and directed to deliver the above described documents and property to Grantee upon payment to you, at the address above specified, for the Grantor of the total sum of \$ 27,237.18 principal, and interest on the unpaid balance thereof at 5 per cent per annum from November 17, 1971 to be paid as follows:

(Specify date and amount of each payment of principal and dates of interest payment.)

A. Beginning on the 1st day of December, 1967, \$2,000.00 shall be paid including interest at the rate of 5% per annum on the unpaid principal balance from 1st day of Dec, 19 68 and a like sum on the 1st day of December of each and every year thereafter until the entire principal and interest are fully paid.

B. Interest shall commence on the 17 day of Nov., 1971, at the rate of 5% per annum, and included in the installment payments of \$2,000.00 required annually as aforesaid.

C. Additional principal payments may be made at anytime to be applied to the principal balance last to become due.

D. All annual payments as received shall be applied first to the payment of interest and next to reduction of principal.

E. Escrow charges shall be shared one-half by each party.

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NOTARIAL CERTIFICATE  
I, \_\_\_\_\_, Notary Public for the State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

Notwithstanding that you are authorized to receive any and all such moneys or any part thereof at any time after the above dates specified therefor (hereinafter referred to as the due dates) and prior to delivery of said documents and property to Grantor as hereinafter provided, with like effect as if paid on or before said due date.

If, however, at any time prior to full payment of all principal and interest above specified, Grantor delivers to you at the office above specified, written demand for the delivery of such documents and property to him, specifying in detail as grounds therefor, either:

(a) That all or any part of any payment of principal or interest above specified remains unpaid and that the due date therefor has passed; or

(b) That Grantee has failed to perform any specified term or condition, other than payment of principal and interest, encumbent on him to be performed, under that certain contract dated Sept. 24, 1965 made

by and between Grantor herein as one party and Grantee herein as the other party, copy of which is deposited with you herewith for purposes of identification, then in such event or events, hereinafter called defaults, you shall promptly deliver to Grantee personally, or at your option deposit in the United States mail, postage prepaid, addressed to Grantee

at Star Route, Declo, Idaho or at such other address as he may have directed by writing previously delivered to you at the branch above designated, copy of such demand. If it appears by your records that all payments of principal or interest designated in said demand and for which the due date has actually arrived are fully paid, or if not, then if the same be paid before the expiration

of sixty days after said copy of demand is so delivered or mailed to Grantee, and within the same time Grantee also proves to your satisfaction that none of the other defaults, if any, specified in said demand existed at the time said demand was made, or if they did that they do so no longer, Grantor's said demand shall be disregarded and you shall continue to hold said documents and property under the terms hereof and to receive the payments as above specified at the times and on the same conditions and to the same effect as if no such demand had been made; otherwise all said documents and property then held by you shall be delivered to Grantor; provided, however, that you may at your option at any time without liability to anyone, withhold delivery of all said documents and property and decline to receive further payments hereunder until your rights, powers, and duties hereunder in any respect requested by you have been settled acceptably to yourselves by further written instructions of the undersigned or finally determined by judicial action.

It is further agreed that this instrument contains the entire agreement between you and the undersigned, or any of them, and that you are not a party to nor bound by the contract referred to in paragraph designated (b) above, or any provision thereof, nor by any instrument or agreement other than this, whether between or among the undersigned themselves, or otherwise; that you shall not be required to take notice of any default or any other matter, nor bound by nor required to give any notice or demand, nor required to take any action whatever except as herein expressly provided; and you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The undersigned agree to pay you as compensation for your services hereunder an initial fee of \$..... an annual fee of \$..... payable annually in advance for each additional year or fraction thereof after the first year that any money, document or property shall be held by you hereunder, and an additional fee of 1/10th of 1% (but not less than..... on each collection) of all funds received by you hereunder, together with all actual and necessary expenses and liabilities you may incur hereunder, for all of which you are granted a first lien on all of the above described property and documents and all funds coming into your hands hereunder, and you shall be under no obligation to deliver any of said documents, property or funds until such lien is discharged, anything herein contained to the contrary notwithstanding.

All funds collected on this escrow are to be distributed as follows:

First: To the payment of all escrow fees, charges, and expenses of the escrow agent incident to this account.

Second: The escrow agent is authorized to expend from funds received any amounts due for Revenue Stamps on deeds at the time the deed is delivered.

Third: The balance is to be remitted to Grantors at the following address 3394 Crestwood Drive, Salt Lake City, Utah 84109 or any other address subsequently furnished by the above named party entitled to receive funds collected on this escrow.

The words "Grantor" and "Grantee," and the language of this instrument, where there is more than one grantor or grantee, shall be construed as plural and be binding equally on all such grantors and/or grantees, and in cases where one or more are females, the masculine shall include the feminine. The word "undersigned" as hereinbefore used, refers to the grantors and/or grantees, and not to you.

IN WITNESS WHEREOF, the parties have executed this instrument, in triplicate, this..... day of....., 19 72 at.....

/s/ Kenneth A. McFarland

/s/ Kenneth A. McFarland

/s/ David W. Thompson

/s/ Hazel D. Thompson

GRANTEES

GRANTORS

STATE OF UTAH

County of..... ss.

On this..... day of May, in the year 19 72, before me, the undersigned, a Notary Public in and for said state, personally appeared David W. Thompson and Hazel D. Thompson, husband and wife

known to me to be the person (s) whose name (s) are subscribed to the foregoing instrument, and acknowledged to me that (t) he (y) executed the same.

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

Notary Public for Utah

Residing at.....

The undersigned bank hereby acknowledges receipt of the documents and property described in the foregoing agreement, and agrees to hold and dispose of the same in accordance with the instructions and upon the terms and conditions above set forth.

Dated at..... this..... day of....., 19.....

Paid on contract to David W. Thompson by Kenneth Smith  
on farm at Malta Idaho. Cost \$30,000 @ 5%

| Date Paid -     | Amount                | Interest              | Principal           |          |
|-----------------|-----------------------|-----------------------|---------------------|----------|
| Jan 7-1968 -    | \$2,100 <sup>00</sup> | \$1,500 <sup>00</sup> | \$500 <sup>00</sup> | \$29,500 |
| Jan-10, 1969 -  | 2000 <sup>00</sup>    | 1,475 <sup>00</sup>   | 525 <sup>00</sup>   | 28,975   |
| Mar. 12, 1970 - | 2000 <sup>00</sup>    | 1,448 <sup>75</sup>   | 551 <sup>25</sup>   | 28,423   |
| Dec 14-1970 -   | 2000 <sup>00</sup>    | 1,421 <sup>91</sup>   | 578 <sup>09</sup>   | \$27,844 |
| Nov. 17. 1971 - | 2,000 <sup>00</sup>   | 1,392 <sup>24</sup>   | \$607 <sup>76</sup> | 27,237   |

Have sup.

Kenneth, has a Contract of Sale, you can get  
a copy of. Thanks for waiting  
David Thompson.

Notary Public for Idaho, residing at  
Burley, Idaho.

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

that \_\_\_\_\_ he executed the same.  
known to me to be the person whose name is \_\_\_\_\_  
subscribed to the within instrument, and acknowledged to me

Richard K. Smith  
Kenneth McFarland  
In the year 19 72, before me  
day of June  
a Notary Public

Printed and for sale by Byrne-York Company, Boise, Idaho

200-ACKNOWLEDGMENT-SINGLE

STATE OF IDAHO

CASSIA

On this 7th

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24<sup>th</sup>

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**PARSONS, SMITH & SNOW  
LAWYERS  
BOISE, IDAHO**

land within the NW<sup>1</sup>/<sub>4</sub> of Section 34, Township  
8 S., Range 22 EBM described as follows:

Beginning at a point which is South 30 feet and  
East 30 feet from the Northwest corner of said  
Section 34; thence East 300 feet; thence South  
740 feet; thence West 300 feet; thence North 740  
feet to the point of beginning.

The agreed total value of the above described real  
property, conveyed as and for down payment herein, ALLEN SEXTON  
and THELMA L. SEXTON, on behalf of the Purchaser, is in the  
amount of Ten Thousand Dollars (\$10,000.00) and there shall be  
furnished to the Sellers a good and merchantable title to said  
real property conveyed on behalf of the Purchaser to the Sellers  
on execution hereof, a Title Insurance policy in the sum of  
Ten Thousand Dollars (\$10,000.00) together with a good and  
sufficient Warranty Deed with revenue stamps attached, conveying  
the described premises in fee simple unto the Sellers, their  
heirs and assigns, free and clear of any encumbrance. The  
production of the Warranty Deed with revenue stamps attached  
and merchantable title evidenced by the Title Insurance policy  
aforesaid shall be at Purchaser's expense.

PAYMENT OF CONTRACT BALANCE:

The balance to be paid by the Purchaser to the Sellers  
after the down payment aforesaid, in the amount of Thirty  
Thousand Dollars (\$30,000.00) shall be paid as follows:

a. Beginning on the 1st day of December, 1967,  
Two Thousand Dollars (\$2,000.00) shall be paid,  
including interest at the rate of five per cent  
(5%) per annum on the unpaid principal balance  
from December 1, 1966 and a like sum on the 1st  
day of December of each and every year thereafter  
until the entire principal and interest are fully  
paid.

b. Interest shall commence on the 1st day of  
December, 1966 at the rate of five per cent  
(5%) per annum, and is included in the install-  
ment payment of Two Thousand Dollars (\$2,000.00)  
required annually as aforesaid.

c. Additional principal payments may be made at  
anytime to be applied to the principal balance.

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1 last to become due.

2 d. All annual payments as received shall be applied  
3 first to the payment of interest and next to reduction  
4 of principal.

5 SUBJECT TO FEDERAL LAND BANK LOAN:

6 It is expressly understood by the parties hereto that  
7 the above described premises is presently subject to a loan in  
8 favor of the Federal Land Bank of Spokane, a corporation, which  
9 said mortgage and all the terms therein contained is hereby  
10 incorporated by reference thereto and made a part of this agree-  
11 ment as if fully set out herein, and the Purchaser agrees to  
12 hold the Sellers harmless from any damages that may arise by  
13 action of the Purchaser in breach of the terms of said Mortgage.  
14 The Sellers agree that they will pay all of the payments as  
15 required to satisfy the terms of the Federal Land Bank mortgage  
16 as the same becomes due and hereby agree to hold the Purchaser  
17 harmless from any damages resulting to him by reason of Sellers  
18 failure to make such payments to the Federal Land Bank as afore-  
19 said.

20 DEFERRED PAYMENT AND REMEDY ON DEFAULT:

21 If the payments herein specified and required to be  
22 made by the Purchaser to the Sellers be not made at the time  
23 specified therefore, or if the Purchaser otherwise defaults  
24 under the terms and provisions of these presents and such de-  
25 fault in payment or otherwise continues for a period of sixty  
26 (60) days after the Sellers has mailed written notice thereof,  
27 by certified mail, to the Purchaser at his last known address,  
28 postage prepaid, with a copy thereof delivered to the Escrow  
29 Holder should one be selected as hereinafter provided, the  
30 entire balance of the purchase price, payable to the Sellers by  
31 the said Purchaser, together with accrued interest, shall at the  
32 option of the Sellers, become immediately due and payable.

1 last to become due.

2 d. All annual payments as received shall be applied  
3 first to the payment of interest and next to reduction  
4 of principal.

5 SUBJECT TO FEDERAL LAND BANK LOAN:

6 It is expressly understood by the parties hereto that  
7 the above described premises is presently subject to a loan in  
8 favor of the Federal Land Bank of Spokane, a corporation, which  
9 said mortgage and all the terms therein contained is hereby  
10 incorporated by reference thereto and made a part of this agree-  
11 ment as if fully set out herein, and the Purchaser agrees to  
12 hold the Sellers harmless from any damages that may arise by  
13 action of the Purchaser in breach of the terms of said Mortgage.  
14 The Sellers agree that they will pay all of the payments as  
15 required to satisfy the terms of the Federal Land Bank mortgage  
16 as the same becomes due and hereby agree to hold the Purchaser  
17 harmless from any damages resulting to him by reason of Sellers  
18 failure to make such payments to the Federal Land Bank as afore-  
19 said.

20 DEFERRED PAYMENT AND REMEDY ON DEFAULT:

21 If the payments herein specified and required to be  
22 made by the Purchaser to the Sellers be not made at the time  
23 specified therefore, or if the Purchaser otherwise defaults  
24 under the terms and provisions of these presents and such de-  
25 fault in payment or otherwise continues for a period of sixty  
26 (60) days after the Sellers has mailed written notice thereof,  
27 by certified mail, to the Purchaser at his last known address,  
28 postage prepaid, with a copy thereof delivered to the Escrow  
29 Holder should one be selected as hereinafter provided, the  
30 entire balance of the purchase price, payable to the Sellers by  
31 the said Purchaser, together with accrued interest, shall at the  
32 option of the Sellers, become immediately due and payable.

1                   TAXES AND INSURANCE:

2                   The Purchaser, in consideration of the premises, here-  
3                   by agree that he will pay all of the taxes for the year 1966,  
4                   and all taxes thereafter levied against the said property, and  
5                   all the liens and charges which may be lawfully imposed upon  
6                   said premises including all assessments, all promptly before  
7                   the same or any part thereof becomes past due. The Sellers  
8                   agree to pay all the taxes and assessments for the year 1965,  
9                   and further certify that all taxes heretofore levied are paid  
10                  in full.

11                  Until the full payment of the balance of the purchase  
12                  price to the Sellers, together with interest as herein and be-  
13                  fore provided, the Purchaser shall make proof of the payment of  
14                  all taxes, levies, and assessments and charges lodged against  
15                  the said premises, by exhibiting to the Sellers, within a  
16                  reasonable time after the same are due, receipts or other  
17                  written evidence of payment of said taxes, levies, assessments  
18                  and charges.

19                  Purchaser in addition expressly agrees that all  
20                  buildings now erected on said premises will be kept insured in  
21                  favor of the Sellers against loss or damage by fire in the amount  
22                  of Seven Thousand Dollars (\$7,000.00), in a company or companies  
23                  satisfactory to the Sellers, all policies made payable to the  
24                  Sellers as their interest may appear.

25                   POSSESSION AND IMPROVEMENTS:

26                  The Purchaser shall be entitled to possession of  
27                  said premises upon execution hereof, subject to an allowance  
28                  of a reasonable time for the Sellers to remove their present  
29                  lessee on said premises, or so much thereof that he might refuse  
30                  to surrender. The Purchaser may retain said possession so long  
31                  as he is not in default in the performance of his obligations  
32                  under the terms of this Contract. While any part of said purchase

PARSON, SMITH & SNOW  
LAWYERS  
BURLEY, IDAHO

price remains unpaid, the Purchaser agrees to keep any buildings and improvements on said premises, now or hereafter erected or installed, in good condition of repair and not to suffer any waste thereon. The Purchaser shall make no alteration on the premises that will lower the value thereof, and any improvements made thereon will inure to the land. The Purchaser shall commit no waste on said premises and shall keep the same in as good and attractive condition as when received by them during the duration of this Contract. The Purchaser further agrees to keep said premises free from mechanic liens and other liens and to save the Sellers harmless therefrom, and to reimburse the Sellers for all costs and attorney's fee incurred by their defending against any such liens.

IT IS EXPRESSLY UNDERSTOOD, that in the event the Purchaser should allow liens of any kind to be placed against said premises it shall constitute a material breach of this Contract sufficient for declaration of forfeiture after the notice herein provided.

DELIVERY OF DEED:

On full payment of the purchase price, the Purchaser shall be entitled to delivery by the Sellers herein of a properly executed Warranty Deed, in standard form, with revenue stamps attached conveying to them the Sellers' clear and marketable title, in fee simple, to the real property hereinbefore described. Sellers further covenant and agree with the Purchaser that prior to the time that Purchaser is entitled to delivery of the Warranty Deed, aforesaid, they shall have caused any and all encumbrances, now existing of record, to be released and fully discharged.

TITLE INSURANCE:

It is agreed that when the principal balance remaining due under the Contract is reduced to the sum of Fifteen Thousand

Dollars (\$15,000.00) or less the Sellers shall, at their own expense procure a Purchaser's policy of Title Insurance, insuring Purchaser to the full amount of the purchase price, i.e., Forty Thousand Dollars (\$40,000.00), against loss or damage by reason of defect in the title of the Sellers in and to the real property hereinabove described as of the date of this Agreement, including prior liens not contemplated by the parties under this Agreement, such policy to be delivered to the Purchaser for his examination and approval. After the Purchaser has examined the said policy of Title Insurance and given his approval thereof, which said approval shall not be unreasonably withheld, the said Title Insurance shall be deposited with the Escrow Holder, if one is designated as hereinafter provided, or held by the Sellers for delivery to the Purchaser upon full payment of the purchase price in conjunction with delivery of the Warranty Deed.

ESCROW:

It is agreed by and between the parties hereto that at the time the Purchaser tenders payment of the first installment due hereunder on or before December 1, 1967, he may at that time require deposit of the Sellers of a good and sufficient Warranty Deed to the property being purchased hereby, together with an exact copy of this Contract, including the fire insurance policies and any other instruments pertaining to this transaction into escrow at the Idaho Bank & Trust, Burley, Idaho, to be by such escrow held until the terms of this Contract shall be completely executed or until default is made under the same. The terms of such deposit in escrow shall be given by separate escrow agreement, to be made at the time Purchaser requests the escrow as heretofore provided. Initial escrow fee will be paid one-half by the Sellers and one-half by the Purchaser, and the continuing escrow fees shall also be paid one-half by the Sellers and one-half by the Purchaser.

1           The parties hereto further stipulate, covenant and  
2 agree that the yearly installment payments plus interest to be  
3 paid by the Purchaser to the Sellers under the terms and pro-  
4 visions of this Contract, and any payments made hereunder are  
5 to be made to the said Escrow Holder, if one is required by  
6 Purchaser as hereinabove provided, on behalf of the Sellers,  
7 said payments to be credited to the interest and principal as  
8 hereinbefore provided, and paid over to the said Sellers as  
9 they may direct. The escrow holder, if acquired, is hereby  
10 instructed that, upon the Purchaser paying the full purchase  
11 price, together with interest thereon, to withhold from the  
12 last payment thereof sufficient money with which to purchase  
13 revenue stamps and to affix the said revenue stamps to the  
14 said Warranty Deed and to deliver all of the said papers held  
15 in escrow by the Purchaser; PROVIDED, HOWEVER, that none of  
16 said papers or documents so held by the said escrow holder  
17 shall be delivered to the said Purchaser until the entire sum  
18 due hereunder is paid in full.

19           THE ESCROW HOLDER IS FURTHER INSTRUCTED, that in the  
20 event the payments are not made by the Purchaser on the due dates,  
21 as hereinbefore specified, to immediately notify the Sellers,  
22 and, in the event of the cancellation or termination of this  
23 Contract as provided herein, and upon the escrow holder receiving  
24 due and proper notice thereof the escrow holder shall immediately  
25 return to the Sellers all of the instruments held in escrow  
26 by it.

27           TIME IS OF THE ESSENCE:

28           Time is of the essence of this Contract, and it is  
29 expressly agreed by the parties hereto that any concessions  
30 or departures from, or delay in enforcing, the provisions of the  
31 same, with or without the consent of the Sellers, shall not  
32 operate to waive, or be a waiver, of any of the rights of the

1 Sellers to stand upon the strict letter and construction of the  
2 terms hereof, nor shall it be construed to be a waiver of the  
3 rights of the Seller to enforce the same in accordance with  
4 the terms hereof at any time.

5 EXAMINATION OF PREMISES:

6 The Purchaser hereby stipulates, covenants and agrees  
7 with the Sellers that he has personally examined the said real  
8 property, is familiar with the conditions thereof, and based  
9 upon such examination, has accepted the same with the knowledge  
10 that there may be noxious weeds growing thereon, and he does  
11 not enter into this Agreement on the basis of any representations  
12 of the Sellers or their agents, as to the condition of the  
13 premises.

14 ASSIGNMENT:

15 The Purchaser hereby and herein stipulates, covenants  
16 and agrees with the Sellers that he will not assign this Con-  
17 tract or sublet the same, or any interest in or to the real  
18 estate above described, without first obtaining from the Seller  
19 a written consent thereto; PROVIDED, HOWEVER, that such consent  
20 shall not be unreasonably withheld by said Sellers.

21 INSPECTION:

22 It is agreed that the Sellers may enter upon such  
23 land at any time, and into the outbuildings and dwelling house  
24 located thereon at reasonable times for the purpose of inspection  
25 of the same.

26 CARE OF THE PREMISES:

27 The Purchaser covenants and agrees with the Sellers  
28 that during the term hereof, he will work and farm the premises  
29 hereinabove described in a good and farmer like manner; that he  
30 will not commit nor permit the commission of waste or strip on  
31 said premises; and he will fertilize the premises in a good  
32 farmer like manner and according to the practices of good

1 husbandry in the fertilizing processes used in fertilizing  
2 comparable lands located in the vicinity of the premises;

3 FORFEITURE:

4 It is expressly understood and agreed that time is  
5 of the essence of this Contract and in the event the Purchaser  
6 should fail, refuse or neglect to pay the purchase price, to-  
7 gether with interest thereon, as hereinbefore specified, or to  
8 keep, observe and perform each and all of the terms and pro-  
9 visions of this Contract to be kept by him, observed and per-  
10 formed, promptly, as herein agreed, time being of the essence  
11 hereof, and any such default, as aforementioned, shall continue  
12 for a period of sixty (60) days after the Sellers have mailed  
13 written notice thereof to the Purchaser at Dark, Idaho  
14 \_\_\_\_\_, or his last known address, postage prepaid,  
15 and certified, with a copy of such notice also being delivered  
16 to the escrow holder, should one be named, the Sellers may,  
17 at their option and without any further notice, declare this  
18 Contract and all rights of the Purchaser therein and thereunder  
19 forfeited and terminated, whereupon all right of the Purchaser  
20 to remain in possession of said premises and improvements or  
21 to complete the said purchase shall immediately terminate,  
22 and the Sellers shall be released of all obligations, both in  
23 law and equity, to convey the property herein described, and  
24 the Purchasers, upon demand of the Sellers, shall surrender  
25 possession of said property, and the improvements thereon  
26 forthwith to the Sellers, and all right of the Purchaser under  
27 this Contract and to the property, shall forthwith cease and  
28 terminate, and all payments made hereunder by the Purchaser  
29 and the benefit of all expenditures or liabilities incurred  
30 by the Purchaser and all improvements made upon the said  
31 premises shall be retained by the Sellers, at their option, as  
32 recompense for the use of said property and as liquidated damages;

PARSONS SMITH & SNOW  
LAWYERS  
BOISE, IDAHO

1 PROVIDED, HOWEVER, that the above and foregoing shall be consi-  
2 dored as optional, additional and cumulative remedies and not  
3 as waiver of any other right or remedy the Sellers would other-  
4 wise have at law or in equity to inforce the performance of  
5 this Contract or to recover damages for the breach thereof.

6 PROVIDED, FURTHER, that if such default is corrected  
7 within sixty (60) days after notice as aforesaid, this Agreement  
8 shall remain in full force and effect as if never breached.

9 ATTORNEY'S FEE:

10 In the event of the institution of any action or  
11 proceedings under or on account of this Contract, the party  
12 or parties hereto adjudged to be in default by the Court  
13 before which such action is tried, shall pay, in addition to  
14 the damages and costs allowed by law or by such Court, such  
15 sum as the Court shall adjudge to be reasonable as attorney's  
16 fee for the institution and prosecution of or for the defense  
17 of such action.

18 HEIRS BOUND:

19 It is expressly understood and agreed by the parties  
20 hereto that this Contract shall apply to and bind the heirs,  
21 executors, administrators, successors and assigns of the parties  
22 hereto, the same as though severally mentioned herein.

23 COSTS OF SALE:

24 It is mutually agreed by and between the parties  
25 hereto, that all legal costs incurred in the preparation of  
26 this Contract and related instruments shall be paid by the  
27 Sellers.

28 IN WITNESS WHEREOF the parties have herunto set  
29 their hands on the date first above mentioned.

30 David W. Thompson  
31 David W. Thompson

Kenneth A. McFarland  
Kenneth A. McFarland

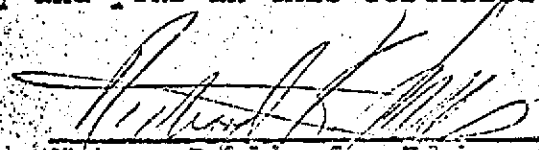
32 Eazel D. Thompson  
Eazel D. Thompson

48 4047

1 STATE OF IDAHO )  
2 ) ss.  
3 County of Cassia )

4 On this 24<sup>th</sup> day of September, 1965, before me the  
5 undersigned, a Notary Public in and for said State, personally  
6 appeared DAVID W. THOMPSON and HAZEL D. THOMPSON, husband and  
7 wife, known to me to be the persons whose names are subscribed  
8 to the within instrument, and acknowledged to me that they  
9 executed the same.

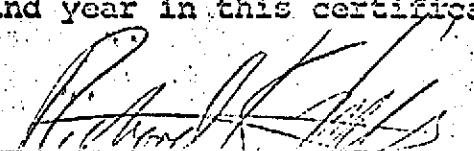
10 IN WITNESS WHEREOF, I have hereunto set my hand and  
11 affixed my official seal, the day and year in this certificate  
12 first above written.

  
Notary Public for Idaho  
Residing at Burley, Idaho

15 STATE OF IDAHO )  
16 ) ss.  
17 County of Cassia )

18 On this 24<sup>th</sup> day of September, 1965, before me the  
19 undersigned, a Notary Public in and for said State, personally  
20 appeared KENNETH A McFARLAND, a single man, known to me to  
21 be the person whose name is subscribed to the within instrument,  
22 and acknowledged to me that he executed the same.

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

  
Notary Public for Idaho  
Residing at Burley, Idaho

43 1047

A F F I D A V I T

1  
2 STATE OF IDAHO     }  
3 County of Cassia   } ss.

4             DAVID W. THOMPSON, being first duly sworn on oath,  
5 deposes and says:

6             That I constructed irrigation works and drilled for  
7 subterranean waters at a point of diversion described as the  
8 Southwest Quarter Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Thirteen  
9 (13), Township Twelve (12) South, Range Twenty-six (26) East,  
10 Boise Meridian, for the application of waters resulting therefrom  
11 on the Northwest Quarter Northeast Quarter Northwest Quarter  
12 (NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section Thirteen (13), and part of the North Half  
13 (N $\frac{1}{2}$ ) of Section Fourteen (14), lying East of Highway 30 South,  
14 Township Twelve (12), Range Twenty-six (26) East, Boise Meridian.

15             That the well aforesaid was commenced in September of  
16 1948 with drilling completed in the same month.

17             Waters were applied to a beneficial use in the fall of  
18 1948 and continued thereafter, and a certificate of completion  
19 of works issued on the 30th day of September, 1953, with a date  
20 of priority of September 28, 1948, said certificate signed by  
21 Mark Kulp, State Engineer. The date of priority is September 28,  
22 1948, according to the certificate of completion of works for  
23 Permit #20674.

24             The original permit and the certificate of completion  
25 of works were made in the name of William D. Hall.

26             The foregoing relating to water rights are appurtenant  
27 to the same real estate sold by David W. Thompson and Hazel Thompson  
28 to Kenneth A. McFarland by a certain Contract For Real Estate dated  
29 September 24, 1965.

30  
31             Subscribed and sworn to before me this 12<sup>th</sup> day of  
32 May, 1972.

*David W. Thompson*  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Burley, Idaho  
My commission expires

43 404

Affidavit

PARSONS & SMITH  
LAWYERS  
BURLEY, IDAHO

ROBERT E. SMYLLIE  
Governor



CARL E. TAPPAN  
State Reclamation Engineer

# STATE OF IDAHO

DEPARTMENT OF RECLAMATION  
107 STATE HOUSE  
BOISE, IDAHO 83701

RE: Permit No. 20674

June 7, 1966

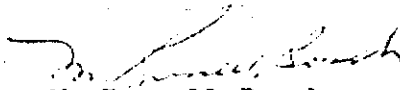
William D. Hall  
50 Kinney Street  
Coalinga, California

Dear Mr. Hall:

Our field examiner's report on his inspection of proof of completion of works and application of water to beneficial use under the terms of Permit No. 20674 shows the well(s) ~~xxx~~(are) capable of conveying 151 miner's inches, or 3.02 c.f.s. However, due to the limitations of your permit, we can only allow the amount of water originally requested, the amount of water actually used beneficially, or 1 (one) miner's inch per irrigated acre.

Upon receipt of the statutory fees, totaling \$ 19.00 , we will issue the Certificate of Completion of Works for 3.02 c.f.s. and the License and Certificate of Water Right for 3.02 c.f.s. confirming the right, with priority of September 28, 1946 , to the use of subterranean water with the points of diversion in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 13; SW $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 14 for irrigation of 227 acres in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Sec. 13; E $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 14, T. 12 S., R. 26 E., B.M.

Very truly yours,

  
M. Russell Bosch  
Office Manager

MRB:mr



STATE OF IDAHO

DEPARTMENT OF RECLAMATION  
107 STATE HOUSE  
BOISE, IDAHO 83701

July 12, 1967

Re: Permit No. 20674

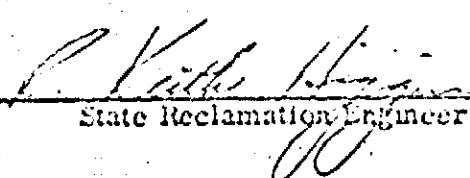
William D. Hall  
50 Kinney Street  
Fairview Trailer Court  
Coalinga, California

Dear Mr. Hall:

It appearing to the State Reclamation Engineer that the terms and conditions of Permit 20674 to appropriate the public waters of the State of Idaho, have not been complied with as to non-payment of fees

you are hereby notified that under the provisions of Section 42-311, Idaho Code, as amended, said permit is hereby held for cancellation, and you are required to show cause before the State Reclamation Engineer on or before August 21, 1967 why said permit should not be cancelled.

Permit 20674 claims the use of 4.0 cubic feet per second of water. The point of diversion was to be located SW1/4, Sec. 13, T. 12 S, R. 26 E, B.M., Cassia Co., and the permit was approved September 29, 1948.

  
State Reclamation Engineer



STATE OF IDAHO  
DEPARTMENT OF RECLAMATION  
107 STATE HOUSE  
BOISE, IDAHO 83701

September 29, 1964

Re: Permit No. 20674  
William D. Hall

Mr. Glen R. Kunau  
P. O. Box 569  
Burley, Idaho

Dear Mr. Kunau:

Mr. Hall requested that we send you a letter of explanation in regard to his Permit No. 20674.

The Certificate of Completion of Works was issued September 30, 1953 showing 4.0 c.f.s. from the well in SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 13, to irrigate portion of Section 14, east of highway and NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Sec. 13, T. 12 S., R. 26 E.

Mr. Hall made proof of beneficial use of the water September 28, 1964.

The necessary inspection of the works will be made as early as possible in the next irrigation season. The License and Certificate of Water Right can then be issued for a maximum of 4.0 c.f.s., limited by the measured flow of the water from the pump and not over one c.f.s. for each 50 acres of land actually irrigated.

Very truly yours,

*Ralph W. Thomas*  
RALPH W. THOMAS, Deputy  
State Reclamation Engineer

RT:ew

# Certificate of Completion of Works

TO ALL WHOM IT MAY CONCERN:

This is to certify that WILLIAM D. HALL  
 of Route 3, Declo, County of Cassia, and State of  
Idaho, the holder of Permit No. 20674, issued upon Application  
 No. 28314, bearing date of priority of September 28, 1948, authorizing the diversion of  
Four (4) second feet of the waters of a well (subterranean flow)

County of Cassia, State of Idaho, 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 Four (4)  
 second feet of the waters of said well;

that the point of diversion of said waters is in the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  Section 13, Township 12 South,  
Range 26 East, B. M.

and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit:

NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  and NW  $\frac{1}{4}$  Section 13; and that part of the North Half of Section 14,  
lying East of Highway 30 South; All in Township 12 South, Range 26 East, B. M.

Witness my hand this 30th day of September 43 4047 1950

Paul R. Kelly  
 Reclamation Engineer

PERMIT No. 20674

Certificate of Completion  
of Work

Dated September 30, 1953.

Stream Subterranean from a well

County Cassia

Amount Four (4) second feet

Date of Priority September 28, 1948

Recorded in Book 74

of Permits, page 20674

43 4047



LEN JORDAN  
GOVERNOR

STATE OF IDAHO  
DEPARTMENT OF RECLAMATION  
MARK R. KULP, RECLAMATION ENGINEER

BOISE

October 1, 1953

RE: Permit No. 20674

Mr. William D. Hall  
Route 3  
Declo, Idaho

Dear Mr. Hall:

We enclose Certificate of Completion of Works issued on Permit No. 20674, for the diversion of 4 second feet of water from a well in the SW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 13, Township 12 South, Range 26 East, B.M., for irrigation and domestic use on the NW $\frac{1}{4}$  NE $\frac{1}{4}$  and NW $\frac{1}{4}$  Section 13, and that part of the North Half of Section 14, lying East of Highway 30 South; All in Township 12 South, Range 26 East, B.M.

We also enclose departmental receipt No. 26235 for the \$5.00 fee in connection therewith.

Very truly yours,

MARK R. KULP  
State Reclamation Engineer

By: *[Signature]*

Chief Clerk

A:fg  
Enc.

43 4647



# RAFT RIVER ELECTRIC COOPERATIVE, INC.

Phone 645-2405

Owned By Those We Serve

★ MALTA

May 16, 1972

TO WHOM IT MAY CONCERN:

The pump which is now under Kenneth McFarland's name was pumped by W. D. Hall in 1950-51-52 and has been in operation every year since that year, (1950).

Signed: Leif Whitaker  
Cashier, Secretary  
Raft River Electric Coop, Inc.

# **SOUTH IDAHO PRESS**

**BURLEY, IDAHO**

## **AFFIDAVIT OF PUBLICATION**

County of Cassia, )  
 ) ss.  
STATE OF IDAHO )

..... Ruth Chambers ....., being first

duly sworn, deposes and says that he is the

bookkeeper of the South Idaho Press, a daily newspaper published at Burley, Idaho, in the county aforesaid and that the paper is of general circulation therein. Deponent further states that the printed notice attached hereto was duly published according to law in the regular editions of

The South Idaho Press for .....<sup>2</sup>..... consecutive weeks, commencing with the issue

dated July 25 1972, and ending

with the issue dated August 1, 1972.

Ruth Chambers

Subscribed and sworn to before me

this 9th day of August

1972.

Edith Ravstall Notary Public

Cost of Publication 12.24

Notary Fee .....

Total Cost .....

My commission expires October 20, 1976

72-227

### **NOTICE OF CLAIM TO A WATER RIGHT No. 47-4019**

Notice is hereby given that Kenneth A. McFarland Star Route, Declo, Idaho has filed a claim to a water right established by diversion and application to beneficial use of 4.0 cubic feet per second of water from a groundwater source with point of diversion in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 13, T. 12S, R. 26E, B.M., Cassia County.

The water is claimed to be used from April 1 to Oct. 31 for the irrigation of 227 acres with a priority of Sept. 28, 1948 ; the place of use is within the N-W $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Sec. 13; N $\frac{1}{2}$  of Sec. 14 lying East of Highway 30S, T. 12S, R. 26E, B.M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, Statehouse, Boise, Idaho, 83707, on or before August 11, 1972.

**R. KEITH HIGGINSON**  
Director

Published in the South Idaho Press, Burley, Idaho on July 25 and Aug. 1, 1972.

May 16, 1979

Re: Transfer of Water Right No.'s 43-4047/43-4048  
7

Kenneth A. McFarland  
Star Route  
Declo, ID 83323

Dear Mr. McFarland:

Enclosed is a copy of your approved Application for Transfer of the above referenced water rights (Transfer No. 2310). Be sure to note the condition of approval as listed on the fourth page.

Sincerely,

L. GLEN SEXTON  
Chief, Operations Bureau

LGS:jg  
Enclosure

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
TRANSFER ANALYSIS SHEET

INITIAL REVIEW BY: Jay Lundestrom

1. Right number 43-4047 43-4078 Applicant Kenneth A. McFarland
2. Type of right: ☐ Decree ☐ License ☒ Claim
3. Purpose of transfer: ☐ Change point of diversion ☒ Add diversion point(s) ☐ Change place of use  
☐ Other \_\_\_\_\_

4. Check:

- J.S. a. ☒ Source ☒ Priority ☒ Amount ☒ Purpose ☒ Period of use
- ✓ b. ☒ Description of original point of diversion.
- ✓ c. ☒ Description of original place of use.
5. Amount of land &/or water transferred:
- ✓ a. ☒ All of right.
- N/A b. ☐ Part of right (NOTE! Part B should be filled in only if part of the right is owned by the applicant).
- ✓ c. ☒ Check description of point(s) of diversion. No change - N
- ✓ d. ☒ Check description of place of use. No change
- ok e. ☒ Check map (shows p.d. and p.u. after transfer).
- ✓ f. ☒ Check for correct signature, notarization, and fee.
- N/A g. ☒ Check proof of ownership of right &/or land from which water is transferred.
- None h. ☒ Check for expansion in use of right. Comments claim was corrected  
by Mr. Chapman in Boise
- N/A i. ☐ Check for existing water rights from same source, on land water is being transferred to.

Right number(s) \_\_\_\_\_

good water  
☐ Is use within a Watermaster District? ☐ Yes ☒ No

If yes, what district? \_\_\_\_\_

FINAL PROCESSING REVIEW BY: \_\_\_\_\_

1. Watermaster recommendation requested on N/A Received on \_\_\_\_\_
2. Is transfer published correctly? ☒ Yes ☐ No 7/15/79
3. Protest received? ☐ Yes ☒ No

RECOMMENDED ACTION

1. ☒ Approve
2. ☐ Deny
3. Conditions\* Approval of this transfer in no way validates water  
claims No. 43-4047 AND No. 43-4078

4. By Loren O Palmer Date 5-2-79

J.S.

\* All uses within Watermaster Districts require special conditions.

MEMO:

TO: File

FROM: Gary Funderburg

SUBJECT: Trans. #43-4047, 43-4078 - Kenneth A. McFarland

On April 12, 1979, I discussed with Sherl Chapman, the consultant for Kenneth A. McFarland, about the transfer. The claims in the transfer are the same claims that I made a field trip for varification of the grounds being irrigated and systems being used at a previous time. Therefore the varification of the systems at an earlier time clarifies the same system as mentioned in this transfer.

44-38861-1000

SOUTH IDAHO PRESS

BURLEY, IDAHO

AFFIDAVIT OF PUBLICATION

County of Cassia, )  
STATE OF IDAHO ) ss.

Janet Parker being first

duly sworn, deposes and says that She is the

owner of the South Idaho Press, a daily newspaper published at Burley, Idaho, in the county aforesaid and that the paper is of general circulation therein. Deponent further states that the printed notice attached hereto was duly published according to law in the regular editions of

The South Idaho Press for two consecutive weeks, commencing with the issue dated Feb 27 1979, and ending

with the issue dated Mar 6 1979.

Janet Parker

Subscribed and sworn to before me

this 7 day of Mar

1979.

Carol Carter Notary Public

Cost of Publication 16.40

Notary Fee

Total Cost 16.40

79-52

NOTICE OF PROPOSED CHANGE  
OF WATER RIGHT  
NO. 43-4047  
43-4078

Notice is hereby given that Kenneth A. McFarland of Star Route, Declo, Idaho, 83323 has applied to the Department of Water Resources for a change in the points of diversion of the waters of a ground water source. The rights sought to be changed are evidenced by Claims No. 43-4047 and 43-4078 and are recorded as follows:

43-4047

Amount: 4.0, Priority: 9-28-48, Point of Diversion: SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 13, Twp. 12S, Rge. 26E, B.M.

The water is used for irrigation purposes of 196 acres from April 1 to October 31, within NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Sec. 13; E $\frac{1}{2}$ NE $\frac{1}{4}$ , Sec. 14, Twp. 12S, Rge. 26E, B.M.

43-4048

Amount: 0.6 cfs, Priority: 6-1-50, Point of Diversion: NW $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 13, Twp. 12S, Rge. 26E, B.M.

The water is used for irrigation purposes of 32.2 acres from March 15 to November 15, within NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Sec. 13; E $\frac{1}{2}$ NE $\frac{1}{4}$ , Sec. 14, Twp. 12S, Rge. 26E

TO BE CHANGED AS FOLLOWS

The points of diversion for both rights shall be: NW $\frac{1}{4}$ NE $\frac{1}{4}$  and SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Sec. 13, Twp. 12S, Rge. 26E, B.M.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Department of Water Resources on or before March 16, 1979.

C. STEPHEN ALLRED  
Director

Published in the South Idaho Press on February 27, March 6, 1979.

# *Sherl L. Chapman*

CONSULTANT

4706 FAIRVIEW AVENUE / BOISE, IDAHO 83704 / PHONE 375-6131

January 23, 1979

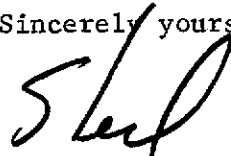
Mr. Loren Holmes, Bureau Chief  
Idaho Department of Water Resources  
1041 Blue Lakes Blvd., North  
Twin Falls, Idaho 83301

Dear Loren:

Enclosed you will find an Application for Transfer of Water Right for Mr. Kenneth M. McFarland of Declo, Idaho. As you will see from the application, Mr. McFarland does not intend to increase the acreage or the quantity of water presently claimed under 43-4047 and 43-4078 but merely wishes to combine the two rights in order to increase the flexibility of his irrigation system and decrease the total amount of water pumped under the present gravity method of irrigation. By utilizing both wells he will be able to decrease pressure drops throughout his main line system and more effeciently irrigate the 228.3 acres he presently farms under the two claims previously mentioned.

If you have any questions regarding this application or need additional information, please feel free to contact me at any time.

Sincerely yours,



Sherl L. Chapman  
Consultant

SLC:kje  
enclosure



# STATE OF IDAHO

## DEPARTMENT OF WATER RESOURCES SOUTHERN REGION

John V. Evans  
Governor

C. Stephen Allred  
Director

1041 East 1st Street  
Twin Falls, Idaho 83421  
(208) 734-3111

February 2, 1979

Sheri L. Chapman  
4706 Fairview Avenue  
Boise, Idaho 83704

Re: Application for Transfer of Water Right Nos. 43-4047 and 43-4078  
Kenneth A. McFarland

Dear Mr. Chapman:

Enclosed is your receipt No. 12677 for check No. 92-168 in the amount of \$35.00 for the above reference Application for Transfer of Water Right, which was received in this office January 24, 1979.

If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

*Mary A. Hill*

Mary A. Hill  
Secretary

for

Loren O. Holmes  
Southern Region Supervisor

Encl:

Published in the South Idaho Press February 27, March 6, 1979

79-52

**NOTICE OF PROPOSED CHANGE  
OF WATER RIGHT  
NO. 43-4047  
43-4078**

Notice is hereby given that Kenneth A. McFarland of Star Route, Declo, Idaho, 83323 has applied to the Department of Water Resources for a change in the points of diversion of the waters of a ground water source. The rights sought to be changed are evidenced by Claims No. 43-4047 and 43-4078 and are recorded as follows:

**43-4047**

Amount: 4.0, Priority: 9-28-48, Point of Diversion: SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 13, Twp. 12S, Rge. 26E, B.M.

The water is used for irrigation purposes of 196 acres from April 1 to October 31, within NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Sec. 13; E $\frac{1}{2}$ NE $\frac{1}{4}$ , Sec. 14, Twp. 12S, Rge. 26E, B.M.

**43-4048**

Amount: 0.6 cfs, Priority: 6-1-50, Point of Diversion: NW $\frac{1}{4}$ NE $\frac{1}{4}$ , Sec. 13, Twp. 12S, Rge. 26E, B.M.

The water is used for irrigation purposes of 32.2 acres from March 15 to November 15, within NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Sec. 13; E $\frac{1}{2}$ NE $\frac{1}{4}$ , Sec. 14, Twp. 12S, Rge. 26E.

**TO BE CHANGED AS FOLLOWS**

The points of diversion for both rights shall be: NW $\frac{1}{4}$ NE $\frac{1}{4}$  and SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Sec. 13, Twp. 12S, Rge. 26E, B.M.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Department of Water Resources on or before March 16, 1979.

C. STEPHEN ALLRED  
Director

Published in the South Idaho Press on February 27, March 6, 1979.

*op  
maga  
2/15/79*

**RECEIVED**

**FEB 15 1979**

Department of Water Resources  
Southern District Office

February 8, 1979

South Idaho Press  
Box 190  
Burley, Idaho 83318

Re: Notice of Proposed Change of Water Right 43-4047 & 43-4078

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.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Sincerely,

Mary A. Hill  
Secretary

for

Loren O. Holmes  
Southern Region Supervisor

LOH: marya

Encl:

REPROFILMED

August 23, 1972

Re: Claim to Water Right No. 43-4047  
Permit Holder: Kenneth A. McFarland

Richard K. Smith  
Attorney at Law  
P. O. Box 910  
Burley, Idaho 83318

Dear Mr. Smith:

Your claim to Water Right No. 43-4047 in the name of Kenneth A. McFarland is being processed in our Southern District Office, which is located at Twin Falls, Idaho.

They have advised us that it was published on July 25 and August 1, and following August 14 notification will be sent out when the processing is completed and the claim will be placed in the Departments records.

Section 42-225a & b of the Idaho Code does not provide for the Department to make any verification or decision in connection with a claim, only to process it and place it on public record. Should the Department feel that there is any immediate necessity to file an exception this action will be taken at the time the processing is completed. However, we know of no such action pending the Department at this time.

If you have any questions, please contact us.

Very truly yours,

Donald W. McEldowney  
Water Rights Supervisor

DWM/cd

43 4047

September 8, 1972

C Re: Claim to a Water Right No. 43-4047 - Kenneth A. McFarland

Kenneth A. McFarland  
Star Route  
Declo, Idaho 83323

O Dear Mr. McFarland:

P 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 of the 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.

Y 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 the claim. If you have any questions or if we can be of further assistance, please feel free to call upon us.

Very truly yours,

Donald W. McEldowney  
Water Rights Supervisor

DWM/cd

Enc: copy of claim  
cc: Richard K. Smith

43 4047

~~43 4046~~

WILLIAM A. PARSONS  
RICHARD K. SMITH

PARSONS & SMITH  
ATTORNEYS AND COUNSELLORS AT LAW  
137 WEST 13TH STREET  
BURLEY, IDAHO 83318  
AREA CODE 208  
678-8382

RECEIVED

AUG 26 1972  
P. O. BOX 910

Department of Water Administration  
Southern District Office

August 23, 1972

Department of Water Administration  
State of Idaho  
State House - Annex 2  
Boise, Idaho 83707

RECEIVED

AUG 21 1972

Department of Water Administration

RE: Kenneth A. McFarland  
Claim number 43-4047  
Permit number 20674

Gentlemen:

Could you please send us confirmation of the filing of the Kenneth McFarland claim of water right? It was mailed to you July 6, 1972. It deals with Permit number 20674. I believe your claim number is 43-4047.

Thank you.

Very truly yours,

PARSONS & SMITH

Richard K. Smith

RKS:rt

43-4047

43-4047

PARSONS & SMITH

ATTORNEYS AND COUNSELLORS AT LAW

137 WEST 13TH STREET

BURLEY, IDAHO 83318

AREA CODE 208

678-8362

WILLIAM A. PARSONS  
RICHARD K. SMITH

P. O. BOX 910

August 3, 1972

Department of Water Administration  
State House - Annex 2  
Boise, Idaho 83707

RE: Kenneth A. McFarland  
Permit No. 20674

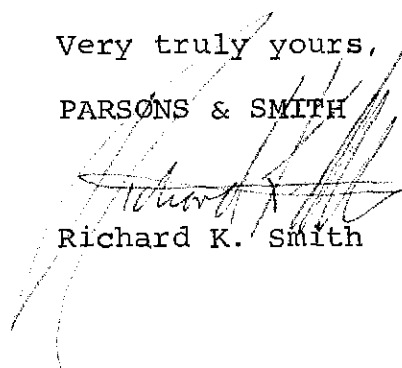
Gentlemen:

On July 6, 1972, we sent to your office a Claim of Water Right on behalf of Mr. Kenneth McFarland. To date we have had no response from you.

Would you please advise us whether or not there has been any decision made on this Claim.

Very truly yours,

PARSONS & SMITH

  
Richard K. Smith

RKS:rt

43 4047

May 25, 1972

Claim No. 43-4047 - Kenneth A. McFarland

Kenneth A. McFarland

Box 2000

Idaho Falls, Idaho 83403

Dear Mr. McFarland:

We wish to inform you of a change in the Department of Water Administration  
Classification No. for Kenneth A. McFarland claim for a water right for 4.0 c.f.s.  
from a groundwater source in Cassia County. The new departmental number is 43-4047  
replacing 43-4019.

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

Very truly yours,

Ray Haynes

District Engineer

Idaho Falls District

cc: Richard H. Smith

43 4047

July 13, 1972

Re: Claim No. 47-4019 - Kenneth A. McFarland

South Idaho Press  
Box 190  
Burley, Idaho 83318

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,

Bob Haynes  
District Engineer  
Southern District

Bill submitted 8-11-72 by alw

BH:alw

Enc: Legal Notice

43 1047

NOTICE OF CLAIM TO A WATER RIGHT

No. 47-4019

Notice is hereby given that Kenneth A. McFarland

Star Route, Declo, Idaho

has filed a claim to a water right established by diversion and application to beneficial use of 4.0 cubic feet per second ~~XXXX XXXX~~ of water from a groundwater source

with point of diversion in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 13, T. 12S, R. 26E, B.M.,  
Cassia County.

The water is claimed to be used from April 1 to Oct. 31

for the irrigation of 227 acres

with a priority of Sept. 28, 1948;

the place of use is within the NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , Sec. 13; N $\frac{1}{2}$  of Sec. 14 lying  
East of Highway 30S, T. 12S, R. 26E, B.M.

Any exception to this claim of water right may be filed with the  
Idaho Department of Water Administration, Statehouse, Boise, Idaho, 83707,  
on or before August 11, 1972.

R. KEITH HIGGINSON

Director

Published in the South Idaho Press, Burley, Idaho

on July 25 and Aug. 1, 1972.

NOTICE OF CLAIM  
TO A WATER RIGHT

2-231

Notice is hereby given that Kenneth A. McFarland Star Route, Declo, Idaho has filed a claim to a water right established by diversion and application to beneficial use of 4.0 cubic feet per second of water from a groundwater source with point of diversion in the SW $\frac{1}{4}$  NW $\frac{1}{4}$  Sec. 13, T. 12S, R. 26E, B.M., Cassia County. The water is claimed to be used from April 1 to Oct. 31 for the irrigation of 227 acres with a priority of Sept. 28, 1948; the place of use is within the N $\frac{1}{2}$  Sec. 14 lying East of Highway 30S, T. 12S, R. 26E, B.M. Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, Statehouse, Boise, Idaho, 83707, on or before August 1, 1972.

R. KEITH HIGGINSON  
Director  
Published in the South Idaho Press, Burley, Idaho on July 25 and Aug. 1, 1972.

July 7, 1972

Re: Claim No. 47-4019 - Kenneth A. McFarland

Kenneth A. McFarland  
Star Route  
Declo Idaho 83323

Dear Mr. McFarland:

Attached herewith is your Receipt No. 9733 in the amount of \$10.00 for the above reference Claim to a Water Right which was received in this office under the above date.

Very truly yours,

Bob Haynes  
District Engineer  
Southern District

BH:alw

Enc.

43 4047

WILLIAM A. PARSONS  
RICHARD K. SMITH

PARSONS & SMITH  
ATTORNEYS AND COUNSELLORS AT LAW  
137 WEST 13TH STREET  
BURLEY, IDAHO 83318

AREA CODE 208  
878-8382

P. O. BOX 910

RECEIVED

July 6, 1972

JUL 7 1972

Department of Water Administration

Department of Water Administration  
State House - Annex 2  
Boise, Idaho 83707

Re: Kenneth A. McFarland  
Permit No. 20674

Gentlemen:

Please find enclosed a Claim of Water Right presented on behalf of Kenneth A. McFarland who is the contract purchasers of the land and water involved.

Additional documentation may be supplied later. If anything else is required to complete the claim, please advise.

Very truly yours,

PARSONS & SMITH

Richard K. Smith

RKS/dmj  
Encl.

43 4047