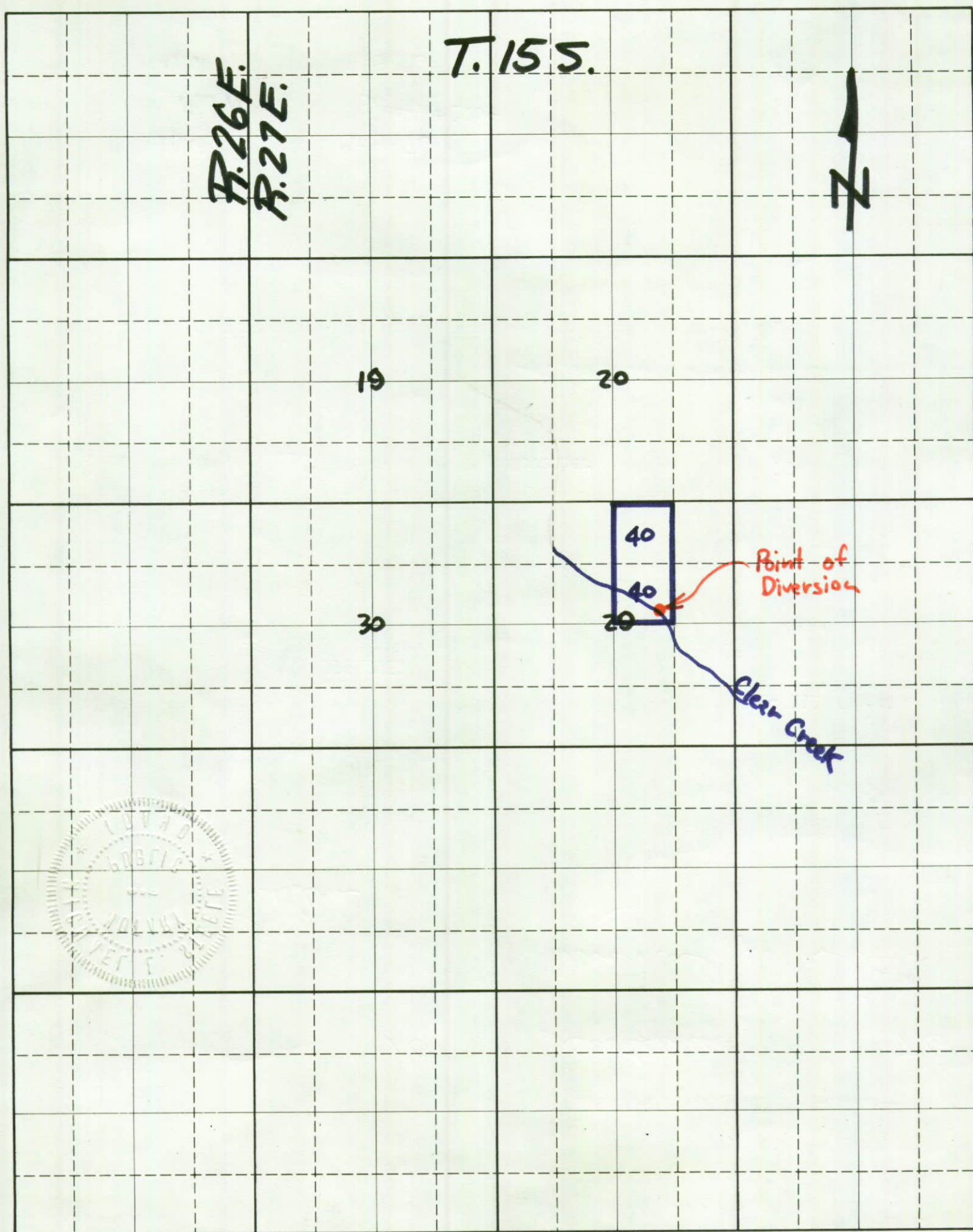


- b. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



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

TRANSFER NO.	NAME	AMOUNT C.F.S.	BALANCE C.F.S.	RIGHT NO.
--------------	------	------------------	-------------------	--------------

	Sarah H. Gunnell	1.6	1.6	43-0119
2015	Melbourne B. &/or Nadine B. Grow	1.6	N/A	43-0119

R

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LET

Transfer No. 2015

Application No.

Decree No. 43-0119

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

801 - 257-5908

Name of applicant Melbourne B. Grow &/or Nadine B. Phone 645-2256

Post office address Bridge, Idaho

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

a. Decree to Sarah H. Gunnell 43-0119
(Name)
in case of Albion Land Company vs Jobe Adams
dated Oct. 18, 1928 in U.S. District Court county of Cassia
(Name of court)

b. License No. 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 land (See attached copy of Escrow Agreement)

3. Source of water Clear Creek tributary to Raft River

4. Date of priority 4-10-1914

5. Water is used for the following purposes:

amount 1.6 cfs for irrigation purposes from March 15 to Nov. 15

amount for purposes from to

amount for purposes from to
(month/day - both dates inclusive)

6. Total amount of water under right: a. 1.6 cubic feet per second
&/or
b. acre feet per annum

7. Location of original point of diversion is NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 20
Township 15S Range 27E, B.M., in Cassia County
Additional points of diversion, if any

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 $\frac{1}{4}$	
15S	27E	17											40						40
		20						40											40

Total number of acres to be irrigated 80

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 1.6 c.f.s. &/or _____ acre feet
- b. Point(s) of diversion SW ¼ NE ¼, Section 29 Township 15S
Range 27E, B.M., Cassia County
Additional points _____
- c. Description of diverting works pump with mainline to sprinkler system
- d. Describe the reasons for applying for a change in the point(s) of diversion _____
To move decreed rights closer to creek to avoid seepage loss.
To facilitate the proposed transfer of license #43-2299

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	
15S	27E	29		40	40														80

Total number of acres to be irrigated 80

EXCHANGE AGREEMENT, REAL ESTATE CONTRACT AND ESCROW AGREEMENT

THIS AGREEMENT, made and entered into at Logan, Cache County, Utah, the 6th day of May, 1976, by and between REID G. STEWART and HEIDI F. STEWART, husband and wife, of Logan, Cache County, Utah, hereinafter referred to and designated as Seller, and MELBOURNE B. GROW and NADINE B. GROW, husband and wife, hereinafter referred to and designated as Buyer.

WITNESSETH:

WHEREAS, Seller is the contract purchasers of certain real property located in Cassia County, Idaho, described on Exhibit "A" attached hereto and by reference made a part hereof, and the personal property described on Exhibit "B" attached hereto and by reference made a part hereof; and

WHEREAS, Buyer is the owner of real property located in Box Elder County, Utah, described on Exhibit "C" attached hereto and by reference made a part hereof; and

WHEREAS, Buyer desires to exchange the real property described on Exhibit "C" hereto to Seller for an interest in real property owned by Seller and described on Exhibit "A" hereto, and to contract with Seller for the purchase of that part of Seller's real property not exchanged and to purchase the personal property of Seller described on Exhibit "B" hereto;

NOW, THEREFORE, the Seller and Buyer hereby agree as follows:

1. Concurrent with the execution and delivery of this Agreement, Buyer agrees to convey to Seller by Warranty Deed the unencumbered marketable title to the real property described on Exhibit "C" hereto and to provide Seller with an up-to-date abstract of title to said property. It is understood that said property is presently encumbered by a mortgage to the Federal Land Bank of Berkeley. Said mortgage is not assumed by the Buyer but shall continue as a lien against said property to be paid either by Buyer or from the proceeds of sale of the said property if sold. In the event said property is sold by Seller subsequent to Seller's acquisition of the same from Buyer, Buyer guaranties to Seller the net sum of \$50,000.00 from such sale after paying all costs of sale, including but not limited to abstracting and/or title insurance costs, recording fees, service charges, brokerage commissions, discounts, and payment encumbrances against said property. In the event the net amount so computed and realized by Seller on such a sale is less than \$50,000.00, the Buyer agrees to pay the Seller the deficiency on written demand, and failure so to do shall constitute a default by Buyer on this Agreement.

2. In exchange for the conveyance described in paragraph 1 above, Seller grants to Buyer an interest, subject to this Agreement, in the real property described on Exhibit "A" hereto.

3. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller the remaining interest of Seller in the real property described on Exhibit "A" hereto and the personal property described on Exhibit "B" hereto for the

sum of \$350,000.00 payable in lawful money of the United States of America, strictly within the following times, to-wit:

(a) \$35,000.00 on or before December 1, 1976, \$45,000.00 on November 1, 1977, \$45,000.00 on November 1, 1978, \$35,000.00 on November 1, 1979, and \$35,000.00 on the first day of each November thereafter until the first day of November, 1988, at which time the remaining balance of the purchase price, together with interest accrued thereon, shall be paid in full.

(b) Any installment payment not paid on the due date thereof shall bear interest from the due date thereof until paid at the rate of ten percent (10%) per annum until paid.

(c) In addition to the purchase price and the periodic payments above provided, and not in lieu thereof, Buyer assumes and agrees to pay Seller's obligation to D. L. Evans Bank in Albion, Idaho in the sum of \$9,500.00 with interest at 10% per annum payable \$950 per year plus accrued interest due each December 1st, beginning December 1, 1976. Said obligation is for the purchase of the 22' x 44' Fuqua mobile home on said property.

4. Possession of said Exhibit "A" and "B" premises shall be delivered to Buyer on May 5, 1976, such possession to continue unless terminated as set forth in this Agreement. Possession of said Exhibit "C" property shall be delivered to Seller on May 5, 1976.

5. Interest shall be charged and paid from May 5, 1976 on all unpaid portions of said \$350,000.00 at the rate of eight and three-fourths percent (8-3/4%) per annum. Each payment made by the Buyer on the purchase price shall be applied first to interest accrued to the date of payment, second to interest if any on delinquent sums as provided in paragraph 2(b) herein, and the balance to reduction of principal. Buyer may not prepay any part of the purchase price at any time during the life of this Contract without the written consent of Seller. THE ANNUAL PERCENTAGE INTEREST RATE ON THIS CONTRACT IS 8-3/4% ON THE UNPAID BALANCE OF \$350,000.00. IN ADDITION, THIS CONTRACT IS TO BE PLACED IN ESCROW WITH THE NORTH PARK BANK OF COMMERCE, LOGAN, UTAH, AND BUYER SHALL BE OBLIGATED TO PAY ONE-HALF OF ALL ESCROW FEES AND CHARGES AND ONE-HALF OF THE ATTORNEY'S FEES FOR PREPARATION OF THIS AGREEMENT. NO OTHER FINANCE CHARGES WILL BE CHARGED TO THE BUYER.

6. The purchase price herein provided shall be allocated among the items of personal property and land as provided on Exhibit "D" attached hereto. The payments herein provided shall be applied entirely to the personal property described on Exhibit "B" hereto until that portion of the purchase price allocated to personal property is paid in full.

7. It is expressly understood and agreed that there is excepted from this Agreement all mineral, oil, gas, geothermal steam, and other under-the-surface rights to said premises. All rights herewith excepted are retained and owned by Harlan B. Jensen and Bette J. Jensen, husband and wife, and their successors. It is further understood and agreed that said Jensens and their successors have the right to deal, negotiate, and sell such rights on such basis as they so desire, and that in the event the sub-surface rights of said real estate are damaged by the said Jensens or any acting by, under, or through the said Jensens, that such parties shall be liable to Buyer for any damage caused to the sub-surface rights on account of exploration for, development, and extraction of the rights herewith reserved. It is further agreed that in the event Buyer shall drill wells for water for

purposes of irrigation or otherwise on the property herein described, such water, whether it be hot or cold, shall be appurtenant to the land herein described and shall remain in the control of the Buyer.

8. Buyer shall have the right, so long as Buyer is not then in default under the terms of this Agreement, to sell or otherwise dispose of any item of personal property described herein, provided such right of sale or disposition is predicated on the following conditions: (a) That prior to such sale or disposition, the Buyer obtain the written consent of the Seller to said sale or disposition; (b) that any item sold or otherwise disposed of is replaced by a similar item to that sold or disposed of, having equal or greater value, for which the purchase price is paid in full; and (c) any item replacing any item sold or disposed of shall be substituted as security for the item sold or disposed of, and title thereto shall vest in and remain in Seller until such time as the entire purchase price of this Contract is paid in full.

9. Buyer warrants that no financing statement or lien instrument is now on file in any public office covering the personal property sold hereunder or any proceeds thereof, and so long as any amount remains unpaid on the purchase price herein, no financing statement or lien instrument will be executed or filed against said personal property, except as required hereby. Buyer agrees to execute and deliver one or more financing statements or supplements thereto or other instruments as Seller may from time to time require to comply with the Uniform Commercial Code, any Motor Vehicle Title Act, or other applicable law to preserve, protect, and enforce the security interest of the Seller in said personal property, and Buyer agrees to pay all costs of filing such statement or instruments. By claiming proceeds or any products of the personal property in any financing statement executed in connection herewith, Seller shall not thereby be deemed to have given Buyer implied power to sell or otherwise transfer the personal property or any interest therein.

10. Buyer agrees at all times during the term of this Contract and until the purchase price is paid in full, to keep all insurable improvements on said property insured against fire and general hazards for an amount not less than their full insurable value. Said insurance shall be written with a reputable insurance company in the name of Seller with a contract of sale clause in favor of Buyer, insuring the interests of each as they appear; and a copy of the policy with receipts from time to time evidencing payment of the premium will be deposited with the Escrow Holder hereinafter named.

11. Seller represents that all real property taxes and assessments on said premises are paid through December 31, 1975. Buyer agrees to pay all real property taxes levied against said real property from and after January 1, 1976 and, in addition thereto, to pay all assessments of every kind and nature which are or which may be assessed or levied against said property from and after May 5, 1976 and to hold Seller harmless from any loss, damage, demand, or claim of any kind arising from Buyer's refusal, failure, or neglect so to do.

12. In the event Buyer shall default in payment of any insurance premiums, taxes, or assessments as herein provided, the Seller may, at Seller's option, pay said taxes, insurance premiums,

or assessments, 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 Seller, together with interest thereon from the date of payment of said sums at the rate of 1% per month until paid. The grace period provided in paragraph 18 herein shall commence the date such demand is made, and failure to pay according to said demand within said time shall make available to Seller all remedies against Buyer provided in said paragraph.

13. 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, at Buyer's option, may pay and discharge the same; and upon presentation to the Escrow Holder of a receipt showing payment, Buyer shall receive credit on the amount then remaining due hereunder, and, thereafter, the payments provided in paragraph 2(a) herein may, at the option of the Buyer, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid; provided, however, that no such credits shall be given until the Escrow Holder has been presented with a receipt showing payment by or in behalf of Buyer of the account for which credit is claimed.

14. Buyer agrees that they will not commit or suffer to be committed any waste, spoilage, or destruction in or upon said premises.

15. It is agreed that time is the essence of this Agreement.

16. It is understood that the Seller herein is purchasing the real and personal property subject of this Agreement on a Real Estate Contract and Escrow Agreement dated May 20, 1975 from Reid S. Stewart and Ruth O. Stewart, husband and wife, which said Real Estate Contract and Escrow Agreement is held in escrow by Walker Bank and Trust Company, Logan, Utah. Further, that the said Reid S. Stewart and Ruth O. Stewart have an option from Marlan B. Jensen and Bette J. Jensen, and their successors, to purchase all of the real property and a part of the personal property herein described, which option is exercisable on or before August 31, 1977. Seller warrants and represents that said option will be exercised on or before August 31, 1977, and that the said Reid S. Stewart and Ruth O. Stewart will enter into an agreement with the Jensens or their successors or assigns to purchase said property on the terms and conditions provided in said option. It is expressly understood and agreed that the payments herein provided to be made by the Buyer are equated with the payments to be made by Seller to Reid S. Stewart and Ruth O. Stewart and by Reid S. Stewart and Ruth O. Stewart to the said Jensens, their successors or assigns, by the exercise of such option, and that the Buyer shall not have the right to prepay the purchase price herein or to demand title to the property herein from the Seller until the date of the final payment due hereunder on November 1, 1988.

17. Concurrent with the execution and delivery of this Agreement, Seller agrees to execute in favor of Buyer a Warranty Deed to the real property described on Exhibit "A" hereto and a Bill of Sale to the personal property described on Exhibit "B" hereto, which said Deed and Bill of Sale, together with the original of this Agreement, shall be deposited with THE NORTH PARK BANK OF COMMERCE, Logan, Utah, which Bank is hereby designated as the

Escrow Holder. Seller further agrees to deposit with the Escrow Holder, prior to payment in full of the purchase price herein provided, a policy of title insurance in the amount of \$321,115.00 covering the real property sold hereunder. Upon payment in full of the purchase price and upon Buyer's compliance with all remaining terms, provisions, and conditions of this Agreement, the Escrow Holder is authorized to deliver said Warranty Deed, Bill of Sale, and title insurance policy to the Buyer. Seller agrees to convey to Buyer a marketable title to said real and personal property free and clear of all liens, defects, and encumbrances, except such liens, defects, and encumbrances as might accrue against said property by reason of the acts or neglect of the Buyer, or such encumbrances as are herein provided for.

18. In the event of failure to comply with the terms hereof by the Buyer or upon Buyer's failure to make payments, whether of principal, interest, insurance premiums, taxes, or assessments, when the same shall become due or within thirty (30) days thereafter, or if Buyer abandons the said property or in any other way breaches this Agreement, or if the said property aforesaid is seized or levied upon or attempted to be seized or levied upon under any legal process issued against the Buyer, or if Buyer files a voluntary or has filed against Buyer an involuntary petition under any facet of the bankruptcy act (it being understood that said grace periods apply only to payments to be made by Buyer as herein provided), the Seller, at Seller's option, shall, in addition to remedies provided by law, have the following alternative remedies:

(a) Seller shall have the right upon failure of the Buyer to remedy the default within five (5) days after written notice given through the Escrow Holder to Buyer personally or by registered or certified mail, at Seller's option, 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 this Contract; and the Buyer agrees that the Seller may, at Seller's 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 property and become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller. In the event such notice remains uncomplied with, the Escrow Holder is authorized to return all documents in escrow to the Seller without further notice to Buyer. (The election of this remedy shall not preclude Seller from recovering damages against Buyer for waste upon or destruction to the premises and improvements.) or

(b) The Seller may declare the balance due hereunder immediately due and payable and sue to recover said balance, plus advancements and any payments made by Seller for insurance premiums, taxes, and assessments as herein provided, with interest, including costs and attorney's fees; or

(c) The Seller shall have the right at Seller's option and upon written notice to the Buyer to declare the entire balance immediately due and payable, and may treat this Contract as a note and purchase money mortgage on said real property and as a security agreement on said personal property and pass title to the Buyer

subject thereto, and proceed immediately to foreclose the same in accordance with the laws of the State of Idaho, have the property sold and the proceeds applied to the payment of the balance owing, including accrued interest, advancements made by Seller for insurance premiums, taxes, assessments, costs, and attorney's fees; and Seller shall have a judgment for any deficiency which may remain. In the event Seller elects this remedy, Seller shall, upon the filing of Seller's foreclosure complaint, be entitled to the appointment of a receiver to take possession of said premises during the period of foreclosure, to collect the rents and profits from said premises and to apply the same first to the payment of costs and expenses incident to maintaining and caring for the premises, second to receiver's costs and expenses, third to advancements made by Seller for insurance premiums, taxes, and assessments, fourth to accrued interest on the sums owing Seller hereunder, and the balance, if any, to the reduction of principal due hereunder, including any sums advanced by Seller. Buyer specifically consents to the appointment of Seller as receiver. Upon entry of a foreclosure decree, Seller or any purchaser at the foreclosure sale shall be entitled to the possession of said premises during the period of redemption. Upon giving notice of Seller's election of this remedy, which notice shall be given through the Escrow Holder, said Escrow Holder is authorized and directed to return the documents held by it in escrow to Seller without further notice or demand.

19. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, 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 Idaho, whether such remedy is pursued by filing a suit or otherwise.

20. It is agreed that in case the Escrow Holder shall see fit to notify the Buyer that Buyer's payments are due or past due on this Contract, that said acts are done only for the convenience of the Seller and the Buyer, and the Escrow Holder has no obligation to give said notice nor shall the giving of said notice create or evidence any liability on the part of the Escrow Holder whatever.

21. In the event conflicting demands are or may be made or notices are served upon the Escrow Holder growing out of or relating to this escrow, the parties hereto expressly agree and consent that the Escrow Holder shall have the absolute right at its election to do either of the following things: (1) Withhold and stop all further proceedings in and performance of this escrow and of all instructions herein, or (2) file a suit in interpleader in a court of competent jurisdiction (the parties expressly consent in this connection to the jurisdiction of the District Court of the County of Cassia, State of Idaho) and obtain an order from said court requiring the parties to interplead and litigate in such court their several claims and rights among themselves. In the event such suit is brought, Seller and Buyer jointly and severally agree to pay the Escrow Holder all costs, expenses, and reasonable attorney's fees which it may expend or incur in such interpleader suit, the amount thereof to be fixed and a judgment thereof to be rendered by the court in such suit. Upon the filing of such suit, the Escrow Holder shall ipso facto be fully released

and discharged from all obligations to further perform any and all duties imposed upon it in this Escrow Agreement.

22. Any notice permitted or required to be given hereunder or under the laws of the State of Idaho may be given personally or by registered or certified mail at the election of the party giving notice.

23. 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.

24. As used in this Agreement, the term Seller shall include all Sellers, whether one or more; the term Buyer shall include all Buyers, whether one or more; and the masculine shall include the feminine and the feminine the masculine when the context so requires.

25. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

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

Reid G. Stewart
Reid G. Stewart

L. Brent Hoggan
Witness

Heidi F. Stewart
Heidi F. Stewart

SELLERS

Melbourne B. Grow
Melbourne B. Grow

Derry Reese
Witness

Nadine B. Grow
Nadine B. Grow

BUYERS

The undersigned, THE NORTH PARK BANK OF COMMERCE, LOGAN, UTAH, hereby acknowledges receipt of the following described papers:

Original of this Agreement
Warranty Deed
Bill of Sale

Said Bank agrees to hold said papers as Escrow Holder but in doing so assumes no liability except only for its reasonable diligence in the retention and care of the papers above described.

In the event Buyer defaults under the terms of this Agreement and such default shall continue for the period herein provided, and Seller shall give the notice herein required, then, in that event, Seller may demand from the Escrow Holder and the Escrow Holder shall forthwith deliver to Seller the documents deposited herewith.

DATED this ____ day of May, 1976.

THE NORTH PARK BANK OF COMMERCE
LOGAN, UTAH

By _____

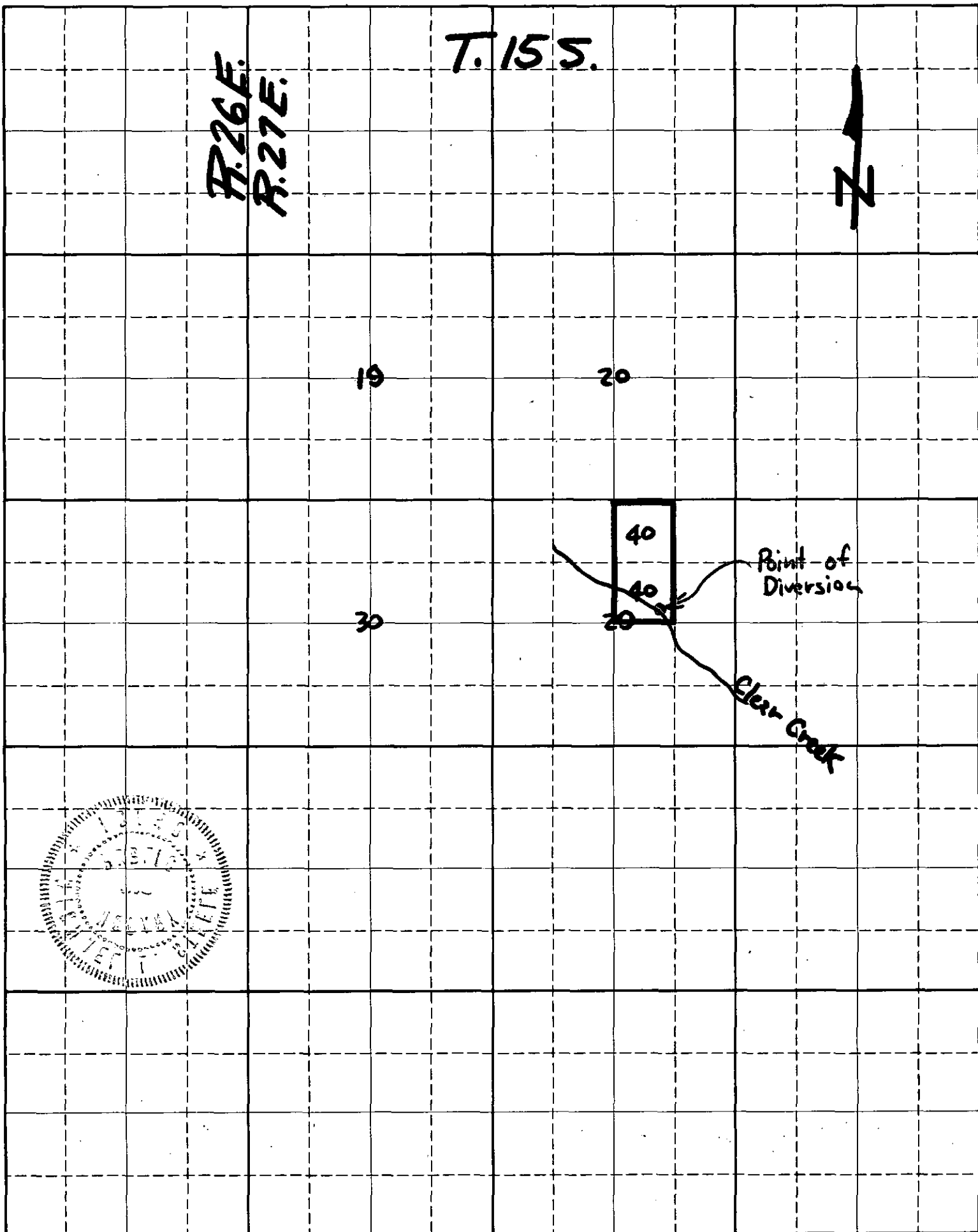
STATE OF UTAH)
 : ss.
County of Cache)

On the 6th day of May, 1976, personally appeared before me REID G. STEWART and HEIDI F. STEWART, husband and wife, and MELBOURNE B. GROW and NADINE B. GROW, husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

L. Brent Hoggan

NOTARY PUBLIC
Residing at Logan, Utah
Commission Expires: 6/15/79

- 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.

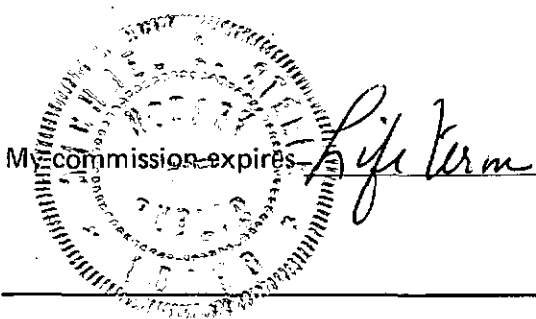
3. Remarks _____

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.

Meelbourne B. Low
(Signature of applicant)

Subscribed and sworn to before me this 10 day of September, 1976

Michael L. Steele
(Notary public)



ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 43-0119 (2015), and said application is hereby APPROVED.

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

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

Witness my hand this 4 day of November, 19 76

P. Karl Lutz

FOR DEPARTMENT USE ONLY

Received by ADM Date 9-9-76

Protest filed by _____

Prelim. check by RIN Fee 30.00 #2204

Receipted by ADM Date 9-9-76

Published in South Idaho Press

Copies of protest forwarded by _____

Pub. dates Sept. 21 and 28, 1976

Hearing held by _____ Date _____

Watermaster recommendation requested on _____
_____ rec'd. _____

Recommended for approval denial
by Michael L. Steele SDP

OFFICIAL REPORT
DISTRICT COURT OF THE UNITED STATES FOR THE
SOUTHERN DIVISION.

ALBION-IDAHO LAND COMPANY,
a corporation,

Plaintiff,

-VS-

JOBE ADAMS, et al,

Defendants.

#499
DECREE #99

WHEREAS, on the 17th day of May, 1922, the plaintiff Idaho Land Company duly filed its complaint in equity entitled court, which said cause was entitled the Albion Company, a corporation, complainant versus Jobe Adams & others as defendants, and

WHEREAS, by order of the Court duly made and entered of said cause was designated as Albion-Idaho Land Company v. Jobe Adams, et al, and was docketed and all proceedings were under said title, and

WHEREAS, on the said 22nd day of May, 1922, the said complainant caused to be filed with the Clerk of the United District Court for said District its lis pendens, and cause same to be thereafter, on the 30th day of June, 1922, to be filed of record with the County Recorder of Cassia County,

and said lis pendens was on said day duly recorded in Book lis pendens on pages 211-2-3-4 of the records of said Court

WHEREAS, thereafter due and regular service of summons made upon all parties mentioned in said complaint, either or by due publication as shown by the records and files in action, and

WHEREAS, the following named defendants, Jobe Adams, Mary Adams, wife of Jobe Adams, Hyrum Andrews, Virginia Andrew Bateman, Ella Bateman, Harry Branscom, Peggie Branscom, Boulware, Henry E. Bigler, Mary Ann Bigler, Osmer W. Ball, James Badger, Lillian Badger, Max O. J.

Charles Gamble, Jr.
and Chrissy Gamble

✓ 1881-May 31 0142 .9 s.f. ^{c 80}
✓ 1882-Apr. 14 0142 .3 s.f. ^{c 80}
✓ 1885-Apr. 30 0142 .6 s.f. ^{c 165}
✓ 1894-Apr. 14 0142 .1 s.f. ^{c 165}

To be diverted from Cassia Creek
for the irrigation of
NW $\frac{1}{4}$, Sec. 22, Twp. 13 S. R. 26
E.B.M.

Louis J. Gunnell

✓ 1882-Jan. 24 0152 2 s.f. ^{c 330}

To be diverted from Clear Creek
for the irrigation of
E $\frac{1}{2}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 29, Twp. 15
S. R. 27 E.B.M.

✓ 1884-Jan. 31 0172 2 s.f. ^{c 330}

To be diverted from Clear Creek
for the irrigation of
E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 20, Twp. 15
S. R. 27 E.B.M.

✓ 1894-June 12 0172 2.8 s.f. ^{c 330}

To be diverted from Clear Creek
for the irrigation of
S $\frac{1}{2}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 20, Twp.
15 S. R. 27 E.B.M.

Sarah H. Gunnell

✓ 1914-Apr. 10 0193 1.6 s.f. ^{c 340}
T-2015

To be diverted from Clear Creek
for the irrigation of
SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 17, NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 20,
Twp. 15 S. R. 27 E.B.M.

Frank Goff and Mrs.
Frank Goff

✓ 1913-Nov. 20 0120 1.6 s.f. ^{c 400}
Trans #698

To be diverted from Raft River
for the irrigation of
NW $\frac{1}{4}$, Sec. 33, Twp. 15 S. R. 26
E.B.M.

L. P. Hall and Charlotte
Hall

✓ 1894-Apr. 4 0122 1.6 s.f. ^{c 195}
✓ 1904-Apr. 4 0122 1.2 s.f. ^{c 195}
43 0122 1.2 c 195
*See amending
decree*

To be diverted from Cassia Creek
for the irrigation of NE $\frac{1}{4}$ SE $\frac{1}{4}$
NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 14, Twp. 13
S. R. 26 E.B.M.

Joseph Harper
Sarah Harper

✓ 1907-May 29 0122 3.2 s.f. ^{c 500}

To be diverted from Cassia Creek
for the irrigation of
NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 24, Twp. 13
S. R. 26 E.B.M., and S $\frac{1}{2}$ SW $\frac{1}{4}$, Sec.
13, Twp. 13 S. R. 26 E.B.M.

Wells Hadfield

Synthia Hadfield

✓ 1880-Apr. 15 0125 1.4 s.f. ^{c 43}
✓ 1883-Apr. 15 0125 .1 s.f. ^{c 115}
✓ 1884-Apr. 15 0126 1.4 s.f.
✓ 1894 Apr. 1 0126 4.0 s.f.

To be diverted from Cassia Creek
for the irrigation of
S $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 6, Twp. 14 S. R. 25
E.B.M.

*See amending
decree*

SOUTH IDAHO PRESS

BURLEY, IDAHO

AFFIDAVIT OF PUBLICATION

County of Cassia,)
STATE OF IDAHO) ss.

Nancy Bonner being first

duly sworn, deposes and says that she 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 2

consecutive weeks, commencing with the issue

dated *September 21* 1976, and ending

with the issue dated *September 28*, 1976.

Nancy Bonner

Subscribed and sworn to before me

this *30th* day of *September*

1976.

Edith Ravistadt Notary Public

Cost of Publication 12.95

Notary Fee _____

Total Cost _____

My Commission expires October 23, 1979

RECEIVED

OCT 1 1976

Department of Water Resources
Southern District Office

76-322

**NOTICE OF PROPOSED CHANGE
OF WATER RIGHT
NO. 43-0119**

Notice is hereby given that Melbourne B. &/or Nadine B. Grow of Bridge, Idaho, 83315 has applied to the Department of Water Resources for a change of point of diversion and place of use of the waters of Clear Creek. The right sought to be changed is evidenced by Decree No. 43-0119 and is recorded as follows:

Amount: 1.6 cfs; Priority: 4-10-1914;
Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 20,
Twp. 15S, Rge. 27E, B.M., Cassia County. The water is used for the irrigation of 80 acres within the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 17; NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 20, Twp. 15S, Rge. 27E, B.M.

TO BE CHANGED AS FOLLOW:

Amount: 1.6 cfs; Point of Diversion: SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 29, Twp. 15S, Rge. 27E, B.M., Cassia County. The water will be used for irrigation of 80 acres within the W $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 29, Twp. 15S, Rge. 27E, B.M.

Any protests against approval of the proposed change of water right application must be filed with the Department of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho, on or before October 8, 1976.

R. KEITH HIGGINSON
DIRECTOR

Published in the South Idaho Press on
September 21 and 28, 1976.

OK
LAI
10-4-76



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Cecil D. Andrus
Governor

R. Keith Higginson
Director

Statehouse
Boise, Idaho 83720
(208) 384-2215

November 10, 1976

Re: License No. 43-0119 (Trans. #2015)
43-2299 (Trans. #2016)

Melbourne B. &/or Nadine B. Grow
Bridge, ID 83315

Dear Mr. and Mrs. Grow:

Enclosed herewith are copies of your approved Applications for Transfer as referenced above.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:mef

Enc.



RECEIVED

SEP 9 1976

DEPARTMENT OF WATER RESOURCES

Department of Water Resources
Southern District Office

TRANSFER ANALYSIS SHEET

1. Source Clear Creek

Name Melbourne B. &/or Nadine B. Grow

2. Right Being Transferred

Right No. 43-0119

a. ☒ Decree

Transfer No. _____

☐ License

☐ Use

b. ☒ Priority

c. ☒ Location - Original P. D.

d. ☒ " - Original P. U.

e. ☒ " - New P.D.

f. ☒ " - New P.U.

g. 1.6 Amount

☒ All

☐ Part

3. ☒ Proof of Ownership of Right

Comment _____

4. _____ Expansion of Right

Comment _____

5. ☒ Map

6. ☒ Signature

7. ☒ Fee

8. Watermaster's Comments Contacted State office in

Regards to this Application, The Watermaster, who lives at Nat
Idaho, makes no reports to state. is Not Recognized as

9. Comments Watermaster by the State (per Bob Fleener)

10. Initial Review by RJN

Date 9/10/76

11. Recommended Action

☒ Approve

☐ Deny

☐ Conditions

By Michael L. Steele

Date 10-20-76

NO. 43-0119

Amount: 1.6 cfs Priority: 4-10-1914
Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 20, Twp. 15S, Rge. 27E, B.M., Cassia County

The water is used for the irrigation of 80 acres within the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 17;
NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 20, Twp. 15S, Rge. 27E, B.M.

Amount: 1.6 cfs
Point of Diversion: SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 29, Twp. 15S, Rge. 27E, B.M., Cassia County
The water will be used for irrigation of 80 acres within the W $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 29,
Twp. 15S, Rge. 27E, B.M.

R. KEITH HIGGINSON
DIRECTOR

Bill submitted: 10-4-76

76-322

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TO BE CHANGED AS FOLLOW:

Amount: 1.6 cfs; Point of Diversion: SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 29, Twp. 15S, Rge. 27E, B.M., Cassia County. The water will be used for irrigation of 80 acres within the W $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 29, Twp. 15S, Rge. 27E, B.M.

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