

RECEIVED

Affidavit of Publication

MAY 18 1976

THE RIGBY STAR

Department of Water Resources
Eastern District Office

Legal Notice

NOTICE OF PROPOSED
CHANGE OF
WATER RIGHT

No. 31-2417 NOTICE IS

No. 31-2417

NOTICE IS HEREBY
GIVEN that J. Blaine, Rich-
ard B., and Karl T. Cook,
Rexburg, Idaho have applied
to the Department of Water
Resources for a change in the
point of diversion and place
of use of the waters of a
ground-water source. The
right sought to be changed is
evidenced by License No.
31-2417 and is recorded as
follows:

AMOUNT: 4.12 cfs
PRIORITY: Aug. 13, 1964

POINT OF DIVERSION:
SE 1/4 NW 1/4, Sec. 5, T. 6N, R.
36E, B.M., Jefferson
County.

The water is used to
irrigate 206 acres within the
NW 1/4, N 1/2 SW 1/4, SE 1/4
SW 1/4, Sec. 5, T. 6N, R. 36E,
B.M.

TO BE CHANGED
AS FOLLOWS

Only 4.04 cfs of water will
be diverted within the SE 1/4
NW 1/4, Sec. 5, SE 1/4 NE 1/4,
Sec. 6, T. 6N, R. 36E, B.M.,
and used to irrigate 202 acres
within the NW 1/4, Sec. 5,
NE 1/4, Sec. 6, T. 6N, R. 36E.

Any protest against ap-
proval of the above proposed
change of water right must
be filed with the Idaho
Department of Water Re-
sources, 1515 Lincoln Road,
Idaho Falls, Idaho, 83401, on
or before May 24, 1976.

R. Keith Higginson
Director

Publish: May 6 and 13, 1976.

STATE OF IDAHO,

County of Jefferson

SS

I, Larry D. Anderson, do solemnly swear that I am the
Publisher of THE RIGBY STAR, a weekly
newspaper as defined by Idaho Codes Annotated Section 58-106 as
amended, and that said newspaper is a weekly newspaper, printed and
published at Rigby, Jefferson County, Idaho, having a general circulation in
said county, and that said newspaper has been printed and published as a
weekly newspaper, in said county for more than 78 consecutive weeks prior
to the first publication of the attached notice.

And affiant further says that at the times herein mentioned said
publication as per clipping attached, was published in said newspaper in the
regular and entire issue thereof, and not in any supplement issue thereof,
for 2 consecutive issues thereof; first publication having been made on the

Sixth day of May, 19 76

and the last publication on the

Thirteenth day of May, 19 76

And affiant further says that at the times herein mentioned said
newspaper was made up of at least four pages of at least five columns each
printed from type matter of at least seventeen and three-fourths inches
depth; and that there are at least two hundred bonafide subscribers in
Jefferson County.

Larry D. Anderson
Publisher

Subscribed in my presence and sworn to before me this fourteenth
day of May, 19 76.
[SEAL]

Spurlock P. P. P.
Notary Public for the State of Idaho
Residence and P. O. Address, Rigby, Idaho.

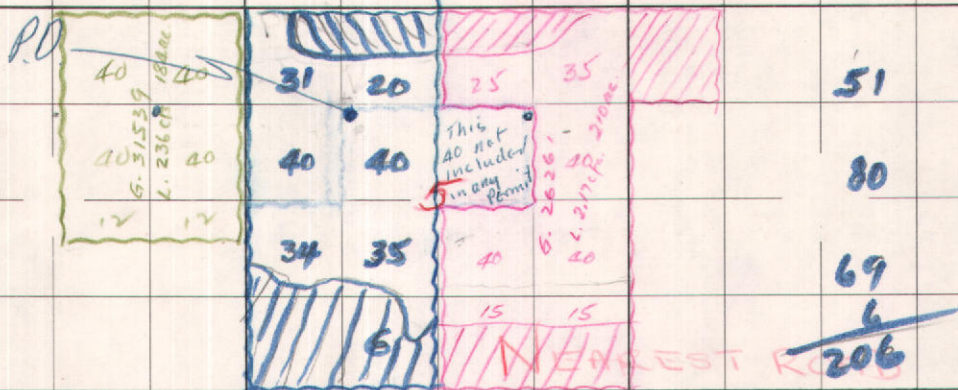
My commission expires not-expiring, 19 76

Publication Fee: \$ 21.00

MICROFILMED

R 36 E

T
6
N



Subdivisions 7

AREA 206

allow Q = 4.12 cfs.

David Smith Herford Ranch

✓

Hand-drawn map of a 100-acre tract divided into 100-acre blocks. The map shows a grid of blocks with various numbers and annotations. A red dashed line outlines a 40-acre block on the left, and a blue dashed line outlines a 40-acre block on the right. A black dashed line outlines a 20-acre block in the center. The map includes a north arrow and a scale bar.

Block	Area (Acres)	Notes
Top Left	40	40
Top Middle	31	20
Top Right	25	35
Middle Left	40	40
Middle Middle	40	40
Middle Right	40	40
Bottom Left	12	12
Bottom Middle	34	35
Bottom Right	40	40

Annotations:

- Red dashed line: 40
- Blue dashed line: 40
- Black dashed line: 20
- Red dashed line: 40
- Blue dashed line: 40
- Black dashed line: 20
- Red dashed line: 40
- Blue dashed line: 40
- Black dashed line: 20
- Red dashed line: 40
- Blue dashed line: 40
- Black dashed line: 20
- Red dashed line: 40
- Blue dashed line: 40
- Black dashed line: 20

$$\begin{array}{r} 105 \\ 101 \\ \hline 206 \end{array}$$

632020 Not advertised for Open B/V yet 3/16/05. Jm
SW NE Sec 5 6N 36E omitted. in permits
and is irrigated under Permit # 6-26261

Request to awarded to point 0.3202 before
advised

SCALE: 2 Inches Equal 1 Mile. Draw Plan In Ink.

532020

AFFIDAVIT OF PUBLICATION
The Rigby Star

RECEIVED
MAY 28 1965

Department of Reclamation

STATE OF IDAHO, }
County of Jefferson } ss.

NOTICE OF PROOF OF COMPLETION OF WORKS and APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 1:30 p.m., on the 26th day of May, 1965, at Idaho Falls, Idaho, County of Bonneville, State of Idaho, before Robert E. Clements, Notary Public, at (address) c-o Smith Chevrolet Co., 1255 No. Holmes, Idaho Falls, Idaho, proof will be submitted of the completion of works for the diversion of 6.4 cubic feet per second of underground water from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G-32020, heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit is David Smith - Smith Hereford Ranch, c-o Box 621, Idaho Falls, Idaho.

2. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use is 6.4 cubic feet per second.

3. The use to which said water has been applied is Irrigation Purposes, and the amount applied to beneficial use is 6.4 cubic feet per second.

4. The point of diversion of said water is SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 5, Twp. 6 N., Rge. 36 E.B.M.

5. The place where said water is used is W $\frac{1}{2}$, Sec. 5, T. 6 N., R. 36 E., B. M., Jefferson County.

6. The date of priority which said user is prepared to establish is Aug. 13, 1964.

CARL E. TAPPAN,
State Reclamation Engineer
(Pub.: Apr. 22-29, May 6-13, 1965)

I, Hope B. Jones, do solemnly swear that I am the printer of THE RIGBY STAR, a weekly newspaper as defined by Idaho Codes annotated section 58-106 as amended, and that said newspaper is a weekly newspaper, printed and published at Rigby, Jefferson County, Idaho, having a general circulation in said county and that said newspaper has been printed and published as a weekly newspaper, in said county for more than 78 consecutive weeks prior to the first publication of the attached notice.

And affiant further says that said attached notice, advertisement or publication as per clipping attached, was published in said newspaper in the regular and entire issue thereof, and not in any supplement issue thereof, for four consecutive issues thereof; first publication having been made on the

22nd day of April, 1965
and the last publication on the

13th day of May, 1965

And affiant further says that at the times herein mentioned said newspaper was made up of at least four pages of at least five columns each, printed from type matter, of at least seventeen and three-fourths inches depth; and that there are at least two hundred bona fide subscribers in Jefferson County.

Hope B Jones

Subscribed in my presence and sworn to before me this 14th day of May, 1965
(SEAL)

Carl E. Tappan
Notary Public for the State of Idaho,
Residence and P.O. Address Rigby Idaho.

My commission expires _____, 19__

Publication Fee: \$ pd

My Commission Expires July, 15 1965

G32020

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

1977	David Smith	4.12	4.12	31-2417
	J. Blaine Cook			
	Richard B. Cook	4.04	.08	31-2417A
	Karl T. Cook			

THIS PORTION ABANDONED
IN THE TRANSFER PROCESS

TRANSFER

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
To Change the Point of Diversion and/or the Place of Use

APPROVED

Name of applicant J. Blaine Cook, Richard B. Cook, Karl T. Cook Phone 356-6355
Post office address Route #1, Box 94, Rexburg, Idaho 83440

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. 31-2417 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 _____
Deed _____

3. Source of water ground water tributary to _____

4. Date of priority 8-13-64

5. Water is used for the following purposes:
amount 4.12 for Irrigation purposes from Apr. 1 to Nov. 1
amount _____ for _____ purposes from _____ to _____
amount _____ for _____ purposes from _____ to _____
(month/day - both dates inclusive)

6. Total amount of water under right: a. 4.12 cubic feet per second
&/or
b. _____ acre feet per annum

7. Location of original point of diversion is SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 5
Township 6N Range 36E, B.M., in Jefferson 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 $\frac{1}{4}$	
6N	36E	5					20	31	40	40	35	34		6					206

Total number of acres to be irrigated 206

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

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

a.	Amount of water to be diverted	4.04	c.f.s. &/or	acre feet
----	--------------------------------	------	-------------	-----------

Range 36E, B.M., Jefferson County

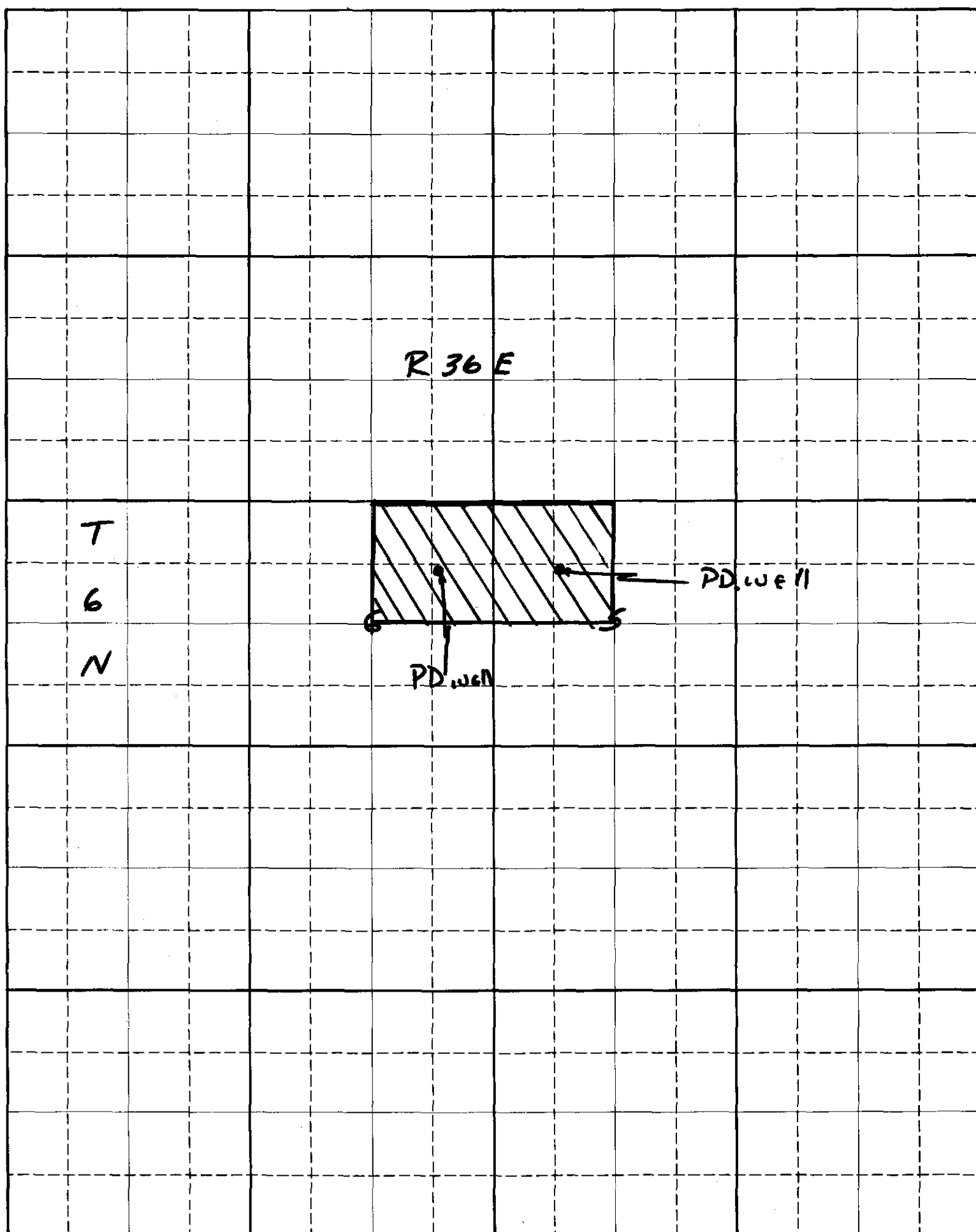
application of water for pivot sprinkler system

[illegible]

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

Total number of acres to be irrigated 202

- 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 The point of diversion in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 6, T. 6N, R. 36E, will furnish all the water for the NE $\frac{1}{4}$, Sec. 6, T. 6N, R. 36E.

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.

Richard B Cook
Joel T Cook
J Blaine Cook
(Signature of applicant)

Subscribed and sworn to before me this 22 day of April, 19 76

Matthew
(Notary public)

My commission expires Life

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 31-2417, 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 28 day of May, 19 76

R. K. Hill

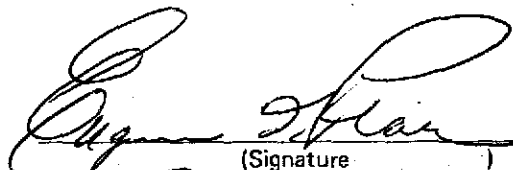
FOR DEPARTMENT USE ONLY

Received by aw Date 4-08-76
Prelim. check by Intj Fee \$30.00
Receipted by aw Date 4-08-76
#15742
Published in Right Star
Pub. dates May 6 + 13, 1976
Watermaster recommendation requested on N.A.
rec'd.

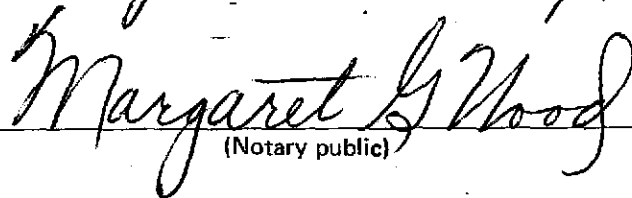
Protest filed by _____
Copies of protest forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial
by DRT

I, Eugene I. Place of Hamer own the lands within the SW $\frac{1}{4}$, Sec. 5, T.

6N, R. 36E; and I hereby agree to the transfer of this water right.


(Signature)

Subscribed and sworn to before me this 23 day of April, 1976


(Notary public)

My commission expires

June 15, 1977

No. 170033
4 Day Feb. 1976
2:52 O'Clock P.M.
Robert J. Danna
Co. Recorder
200 ll Deputy

PLATTED BY
VEARE C. CRYSTAL, Assessor
By 764 Deputy

Completed
Indexed
Stamped

WARRANTY DEED

THIS INDENTURE, Made this 30th day of January, 1976
by and between RICHARD EDMOND SMITH, acting in his separate right as to
his sole and separate property,

of the County of PIERCE, State of WASHINGTON, the part Y of the first
part, and RICHARD BLAINE COOK, JAMES BLAINE COOK, both married men, and
KARL THURMAN COOK, a single man,

of the County of _____, State of _____, the part ies of the second
part.

WITNESSETH, That the said party _____ of the first part, for and in consideration of the sum of
Ten and no/100----- DOLLARS
lawful money of the United States of America, and other good and valuable considerations, to him
in hand paid by parties _____ of the second part, the receipt whereof is hereby acknowledged, has
granted, bargained and sold, and by these presents does _____ grant, bargain, sell, convey and confirm
unto the said parties _____ of the second part and to their heirs and assigns forever, all the follow-
ing described real estate, situate in the County of Jefferson, State of Idaho, to wit:

Lot 4 in Section 4; the North Half (N $\frac{1}{2}$) of Section 5; the Northeast
Quarter (NE $\frac{1}{4}$) of Section 6, all in Township 6 North, Range 36, East
of the Boise Meridian. The South Half of the Southeast Quarter (S $\frac{1}{2}$
SE $\frac{1}{4}$); the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of
Section 32, Township 7 North, Range 36 East of the Boise Meridian.
The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section
33, Township 7 North, Range 36 East of the Boise Meridian.

Beginning at the North Quarter Corner of Section 32, Township 7
North, Range 36 East of the Boise Meridian, Jefferson County, Idaho,
said point is the true point of beginning, thence South 00°48'18"
East for a distance of 784.64 feet, thence South 87°39'30" East for
a distance of 591.51 feet, thence North 00°44'26" West for a distance
of 518.64 feet, thence North 50°08'06" West for a distance of 146.33
feet, thence North 02° 38' 33" West for a distance of 196.55 feet,
thence West along the North Section Line for a distance of 473.96
feet to the true point of beginning, containing 10.2 acres, MORE OR
LESS.

Also a road easement, true point of beginning is South 00°48'18" East
for a distance of 784.64 feet from the North Quarter Corner of Section
32, Township 7 North, Range 36 East of the Boise Meridian, thence
South 00°48'18" East for a distance of 1844.78 feet, thence North
88°30'28" East for a distance of 60.00 feet, thence North 00°48'
18" West for a distance of 1840.76 feet, thence North 87°39'30"
West for a distance of 60.09 feet to the true point of beginning,
containing 2.5 acres MORE OR LESS.

Subject to easements and rights of way for highways, roads, ditches,
canals, power and transmission lines as they exist.

IN WITNESS WHEREOF, The said part Y of the first part has _____ hereunto set his
hand _____ and seal _____ the day and year first above written.

Signed, sealed and delivered in the
presence of

Richard Edmond Smith

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WASHINGTON
STATE OF ~~IDAHO~~

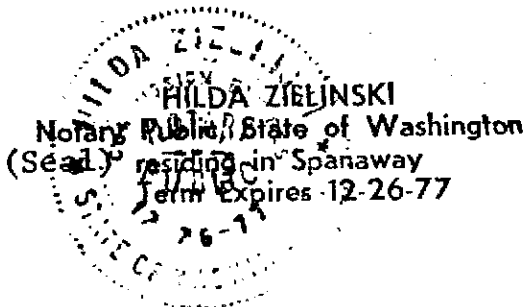
County of PIERCE

ss.

On this 30th day of January, in the year 1976 before me
the undersigned _____, a Notary Public in and for the State of Idaho, personally
appeared RICHARD EDMOND SMITH, acting in his separate right as to his
sole and separate property,

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

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



Hilda Zielinski
Notary Public
Spanaway
Residing at ~~Kathlamet, Washington~~
My Commission Expires 26 December, 1977

No. _____	
WARRANTY DEED	

TO	

Dated _____, 19____	
STATE OF IDAHO	ss.
County of _____	
I hereby certify that this instrument was filed for record at the request of	
at _____ minutes past	
o'clock _____ M., this	
day of _____, 19____	
in my office and duly recorded in	
Book _____ of _____, at	
page _____	
Ex-Officio Recorder	
By _____ Deputy	
Fees \$ _____	

RECEIVED

Affidavit of Publication

MAY 18 1976

THE RIGBY STAR

Department of Water Resources
Eastern District Office

STATE OF IDAHO,

County of Jefferson

ss

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Sixth day of May, 19 76.

and the last publication on the

Thirteenth day of May, 19 76.

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Larry D. Anderson
Publisher

Subscribed in my presence and sworn to before me this fourteenth day of May, 19 76.
[SEAL]

Meriam P. Pidgeon
Notary Public for the State of Idaho
Residence and P. O. Address, Rigby, Idaho.

My commission expires not-expiring, 19 76.

Publication Fee: \$ 21.00

Large Notice
NOTICE OF PROPOSED
CHANGE OF
WATER RIGHT
License No. 31-2417
NOTICE IS HEREBY
GIVEN that J. Blaine, Rich-
ard J. and Mari T. Cook,
Rexburg, Idaho have applied
to the Department of Water
Resources for a change in the
point of diversion and place
of use of the waters of a
groundwater source. The
right sought to be changed is
evidenced by License No.
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follows:
AMOUNT: 4.12 cfs
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POINT OF DIVERSION:
SE 1/4 NW 1/4, Sec. 5, T. 6N, R.
36E, B.M., Jefferson
County.
The water is used to
irrigate 206 acres within the
NW 1/4, N 1/2 SW 1/4, SE 1/4
SW 1/4, Sec. 5, T. 6N, R. 36E,
B.M.
TO BE CHANGED
AS FOLLOWS
Only 4.04 cfs of water will
be diverted within the SE 1/4
NW 1/4, Sec. 5, SE 1/4 NE 1/4,
Sec. 5, T. 6N, R. 36E, B.M.,
and used to irrigate 202 acres
within the NW 1/4, Sec. 5,
NE 1/4, Sec. 5, T. 6N, R. 36E.
Any protest against ap-
proving the above proposed
change of water right must
be filed with the Idaho
Department of Water Re-
sources, 1500 Lincoln Road,
Idaho Falls, Idaho, 83401, on
or before May 24, 1976.
R. Keith Higginson
Director
Publish: May 6 and 13, 1976.

APPLICATION FOR PERMIT 31-2417

To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 40155
Permit No. G- 32020
District No.

1. Name of Applicant: David Smith
c/ Smith Herford Ranch
Postoffice address: c/o Box 621, Idaho Falls County: Bonneville State: Idaho
2. Quantity of water claimed: 6.4 cu' per sec.
 - (a) Rate of withdrawal in cubic feet per second or Idaho
Miners' inches or gallons per minute
 - (b) Annual withdrawal in acre feet per annum
3. Source of water supply: Subterranean
4. Location of point of diversion or well is in the SE 1/4 of the NW 1/4 of Section 5
The exact location is: 1340' E & 1480' S of NW corner of Sec. 5
Twp. 6 N. , Rge. 36 E. , B.M., County of Jefferson
5. Water is to be used for: Irrigation purposes
6. If for municipal, industrial or recreational purposes, give:
 - (a) Point of use of water is in the 1/4 of the 1/4 of Section , Twp.
Rge. , B.M.
 - (b) Waste water or sewage effluent is to be returned to
at a point in the 1/4 of the 1/4 of Section , Twp. , Rge. , B.M.
7. Kind of works: Pump - Elec. Motor
8. Estimated cost of works: \$ 5,000.00
9. (a) Is reservoir to be used? No
(b) Capacity of reservoir:
10. The time required for the completion of such work and complete application of the water to the proposed use is 5 years.
11. If applicant is a corporation, give:
 - I. (a) Date and place of incorporation:
(b) Amount of capital stock: \$ (c) Amount paid in: \$
(d) Names and addresses of directors:
 - II. The financial resources of the applicant are (a) Cash on hand: \$
(b) Treasury stock: (c) Bonds to be issued:
(d) Other resources:
12. The land to be irrigated is described in the following tabulation:
13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: None
 - (a) (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.
 - (b) 6.4 (cubic feet per second, inches or gallons per minute) is for new lands.

Twp.	Range	Sec.	NE 1/4	NW 1/4	SW 1/4	SE 1/4	Totals
			NE 1/4 NW 1/4 SW 1/4 SE 1/4	NE 1/4 NW 1/4 SW 1/4 SE 1/4	NE 1/4 NW 1/4 SW 1/4 SE 1/4	NE 1/4 NW 1/4 SW 1/4 SE 1/4	
6 N	36 E	5		40 40 40 40	40 40 40 40		320
Will irrigate W 1/2 Section 5 PERMIT NO. G-32020 ✓ CERTIFICATE OF COMPLETION OF WORKS TO ALL WHOM IT MAY CONCERN: This is to certify that David Smith of Idaho Falls, County of Bonneville, and State of Idaho, the holder of Permit No. G-32020, issued upon Application No. G-40155 bearing date of priority of August 13, 1964, authorizing the diversion of 6.4 second feet of waters of a well County of Jefferson, State of Idaho, for irrigation 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 4.12 second feet of the waters of a well from subterranean flow that the point of diversion of said waters is in the SE 1/4 NW 1/4 Section 5, Township 6 North, Range 36 East, Boise Meridian; and that the lands proposed to be irrigated by the use or place of use of said water are described as follows, to-wit: NW 1/4, N 1/2 SW 1/4, SE 1/4 SW 1/4 Section 5, Township 6 North, Range 36 East, Boise Meridian. Proof of completion of works made: May 26, 1965 Witness my hand this 15 day of April, A. D. 1968 /S/ R. KEITH HIGGINSON State Reclamation Engineer LICENSE ISSUED FOR 4.12 SEC. FT. LICENSE PAGE NO. 32020.							

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

Rigby, Idaho
Box 126

ok to file
RECEIVED
June 21, 1978

JUN 27 1978

Department of Water Resources
1515 Lincoln Road
Idaho Falls, Idaho 83401

Department of Water Resources
Eastern District Office

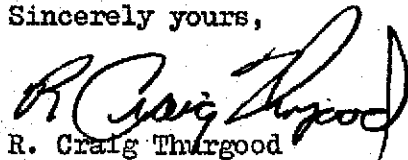
Dear Sirs:

On June 22, 1978 Richard Blaine Cook and Laurene Cook, and Karl Thurman Cook and Molly M. Cook signed a mortgage to Farmers Home Administration which included the following:

Water License #31-2407
Water License #31-2417
Water License #31-2353
Water Permit #31-7176

Please let us know if and when any changes are proposed in regard to the above.

Sincerely yours,



R. Craig Thurgood
County Supervisor

June 1, 1976

Re: Transfer Nos. 31-2407
31-2417

J. Blaine Cook, Richard B. Cook, Karl T. Cook
Route #1, Box 94
Rexburg, ID 83440

Gentlemen:

Enclosed are copies of your approved Applications for Transfer Nos. 31-2407 and 31-2417. We direct your attention to the conditions of approval as listed on the fourth page.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:mef

DEPARTMENT OF WATER RESOURCES

TRANSFER ANALYSIS SHEET

1. Source Ground Water Name Cook

2. Right Being Transferred Right No. 31-2417

a. ☐ Decree Transfer No. 31-2417

☒ License

☐ Use

b. ☒ Priority

c. ☒ Location - Original P. D.

d. ☒ " - Original P. U.

e. ☒ " - New P.D.

f. ☒ " - New P.U.

g. ☒ Amount

☒ All

☐ Part

3. ☒ Proof of Ownership of Right

Comment Warranty Deed & Agreement of
Co-Holder of right

4. ☒ Expansion of Right

Comment Reduction in Q & Accease.

5. ☒ Map

6. ☒ Signature

7. ☒ Fee

8. Watermaster's Comments NA.

9. Comments

10. Initial Review by Lgt Date 4-28-76

11. Recommended Action

☒ Approve

☐ Deny

☐ Conditions ~~MEASURING DEVICE~~ NO DRT

By RDC Date 5/29/76

MICROFILMED

Joseph Mante

April 29, 1976

RE: Application for Transfer No. 31-2407 COOK
" " " No. 31-2417 COOK
Application for Permit No. 35-7605 SHELTON

Rigby Star
P.O. Box 37
Rigby, Idaho 83442

Gentlemen:

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

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill.

Very truly yours,

RONALD D. CARLSON
Supervisor,
Eastern Region

RDC:CW

Enc: Legal Notice (3)

Bill submitted 5-18-76 by CW

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

NO. 31-2417

Notice is hereby given that J. Blaine, Richard B., and Karl T. Cook, Rexburg, Idaho have applied to the Department of Water Resources for a change in the point of diversion and place of use of the waters of a ground-water source. The right sought to be changed is evidenced by License No. 31-2417 and is recorded as follows:

AMOUNT: 4.12 cfs

PRIORITY: Aug. 13, 1964

POINT OF DIVERSION: SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 5, T. 6N, R. 36E, B.M.,
Jefferson County.

The water is used to irrigate 206 acres within the NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 5, T. 6N, R. 36E, B.M.

TO BE CHANGED AS FOLLOWS

Only 4.04 cfs of water will be diverted within the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 5, SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 6, T. 6N, R. 36E, B.M., and used to irrigate 202 acres within the NW $\frac{1}{4}$, Sec. 5, NE $\frac{1}{4}$, Sec. 6, T. 6N, R. 36E.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401, on or before May 24, 1976.

R. KEITH HIGGINSON

Director

Published in the Rigby Star, Rigby, Idaho, on May 6 and May 13, 1976.

*D-mu
y-mu*

4/12/76

FILE

NAME OF PARTY J. Blaine CookEMPLOYEE LongRE: Transfer of 31-2417

I called Mr Cook and told him it would be necessary to correct the PD as he had listed it as SE NE and the license shows it as SE NW Sec 5 and because they were removing the water from 15 acres in the N $\frac{1}{2}$ SW, SE SW Sec 5 and applying it to 29 acres in the N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec 5 T6N, R36E we would have to reduce the amount of the license from 4.12 to 3.2 cfs unless they could show the water being applied to other acreage.

Mr Cook said he would have his son Richard give us a call as he had turned everything over to him.

● Connecticut Mutual Life INSURANCE COMPANY, SINCE 1846
The Blue Chip Company

RECEIVED

Mortgages - Agricultural

MAR 3 1976 February 27, 1976

Department of Water Resources

File

Department of Reclamation
State of Idaho
Boise, Idaho

Re: Water Permit Nos. 31-2407, 26261, &
G32020 *31-2417*
Loan No. 95986-H, Home Investment Co.

Gentlemen:

This loan has been paid in full. Therefore, we wish to inform you that we are no longer interested in water permit numbers 31-2407, 26261, and G32020 as described in Mortgage Deed dated December 1, 1970, given by Home Investment Company, Inc.

Said mortgage was recorded in the Public Records of Twin Falls County, as Microfilm No. 156997.

Sincerely,

Jean Wright

Jean Wright
Agricultural Investment Division

jw

cc: Ag-Land Mortgage Company

RECEIVED

CM

RIGBY TITLE & DEVELOPMENT COMPANY
PHONE 745-6711 — BOX 405 — 118 N. CLARK ST.
RIGBY, IDAHO 83442

Department of Water Administration

February 5, 1971

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
STATEHOUSE - ANNEX 2
BOISE, IDAHO 83707

Gentlemen:

Enclosed please find an executed Copy of Mortgage Deed given by HOME INVESTMENT COMPANY, INC., an Idaho corporation, to CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, would you please acknowledge the security interest in the water rights of Connecticut Mutual Life Insurance Company, by letter directed to Connecticut Mutual Life Insurance Company. Also set out in the letter that you will notify them in the event of any matter which may adversely affect their rights.

Mail the letter directly to Connecticut Mutual Life Insurance Company, 140 Garden Street Hartford Connecticut 06115, send me a copy for my files.

Thank you very much for the help and advice your office has given me concerning this matter.

Very truly yours,

O. K. Jones

31 2417

The Connecticut Mutual

LIFE INSURANCE COMPANY

Established in 1846

Hartford, Connecticut

MORTGAGE DEED and SECURITY AGREEMENT

This Indenture, made this first day of December, 1970, between

HOME INVESTMENT COMPANY, INC., an Idaho corporation,

hereinafter called the Mortgagor, whether one or more than one, and **The Connecticut Mutual Life Insurance Company**, a corporation organized and existing under the laws of the State of Connecticut, and having its Home Office and principal place of business in the City of Hartford, State of Connecticut, hereinafter called the Mortgagee,

Witnesseth That:

The Mortgagor, for and in consideration of the sum of SEVENTY-FIVE THOUSAND AND NO/100 Dollars (\$ 75,000.00), in lawful money of the United States, to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Mortgagee, its successors and assigns, forever, the following described property situated in the County of Jefferson, in the State of Idaho, to-wit:

TOWNSHIP 7 NORTH, RANGE 36 E.B.M.
Section 32: W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 33: SW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 6 NORTH, RANGE 36 E.B.M.
Section 4: Lot 4
Section 5: All
Section 6: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

CONVEYING with the above described land any and all water rights and irrigation ditches belonging or in anywise appertaining thereto and especially including, but not limited to, the following: All of the waters of those certain wells situated on the above described premises under licenses/permits numbered 31-2225, 31-2407, 26261 and G32020 of the Idaho Department of Water Administration of the State of Idaho.

TOGETHER with all right, title and interest in and to all irrigation machinery and equipment now or hereafter placed on the real property described herein, including but not limited to the following:

- (a) One unidentified pump, 22 years old, and one 25 H.P. electric motor, serial number 673893.
- (b) One Layne & Bowler pump, serial number 23969, and one G.E. 75 H.P. motor, serial number GE-SNJ508032.
- (c) One Layne & Bowler pump, serial number 26837, and one G.E. Electric motor, 100 H.P. serial number GEXSJ 1030118.
- (d) One Layne & Bowler pump, serial number DO 6548 and one electric motor, 150 H.P. serial number NUJ 124124.

"to all rights and interest to that certain claim to water rights identified by claim number 31-4004 of the Idaho Department of Water Administration of the State of Idaho

Together with all and singular the buildings, structures, fences, pipes, pipe lines, tanks, dams, reservoirs, pumps, pumping equipment and all other improvements and fixtures now or hereafter on or in said property, and any and all water and water rights, ditches and ditch rights, flumes, aqueducts, canals, appropriations, franchises, and all other rights and privileges owned by the Mortgagor, or belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the said property, or any part thereof, whether or not hereinabove expressly mentioned or described, and all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof: **To have and To Hold** unto the Mortgagee, its successors or assigns, forever.

The condition of this conveyance is such that:

This Mortgage is given to secure the payment of a promissory note bearing even date herewith in the principal sum of **SEVENTY-FIVE THOUSAND AND NO/100** - - - - - **(\$75,000.00)** Dollars, executed by the Mortgagor and payable to the Mortgagee at its Home Office in instalments, the last of which shall be due and payable on **April 1**, 19**90**, with interest on said principal sum and on all unpaid balances thereof, all as provided in said note;

And Whereas, the Mortgagor has covenanted and agreed, and does hereby covenant and agree to and with the Mortgagee as follows:

That he has a valid and unencumbered title in fee simple to said property and all improvements thereon and has the right to convey the same; that he will not suffer or permit said property to become subject to any lien or encumbrance that shall have precedence of this Mortgage; that he will render such further assurance of said title as may be requested by the Mortgagee; that he will warrant and defend said title unto the Mortgagee against the claims and demands of all persons whomsoever; and that he will pay all of said sums of money specified in said note, promptly as they become due and all taxes, assessments and other charges that may be levied or assessed on said property and all taxes that may be levied or assessed upon this Mortgage or to the holder of said note on account thereof, when and as the same shall become due and payable;

That he will keep the buildings and other improvements now or hereafter located upon said property constantly insured against loss or damage by fire and windstorm and against such other hazard or hazards as may reasonably be required from time to time by the Mortgagee, in a company or companies approved by the Mortgagee, and cause all policies of insurance to be so written that the loss, if any, covered by said policies, shall be paid to the Mortgagee, or its assigns, as their interests may appear, and deposit with the Mortgagee all of said policies, and that the Mortgagee may, at its option, renew or procure all required insurance upon said property, in any sum not exceeding the insurable value thereof, and the Mortgagor agrees to pay all premiums therefor;

That he will keep the buildings upon said lands continuously occupied and used, and will not permit the same to become vacant during the continuance of this Mortgage; that he will keep all improvements on the property in good repair;

Now, therefore, if the Mortgagor shall pay all and every sum of money specified in said note, and shall in all other respects fully carry out and comply with the covenants herein set forth and enumerated, this conveyance shall be void. But if the Mortgagor shall fail to pay any of said sums of money as specified, or any insurance premiums as hereinabove set forth, or any taxes, assessments or other charges of any nature whatsoever, due or to become due upon the property hereby conveyed or upon any of the water rights hereby mortgaged, or in any other respect shall fail to comply with any of the covenants and agreements herein or in said note set forth, then, as often as such failure of payment or breach of covenant shall occur, the Mortgagee may at any time thereafter declare the whole of the principal sum, or so much thereof as at the time of such declaration may remain unpaid, with all unpaid interest accrued thereon, together with all sums with interest accrued thereupon paid by the Mortgagee under any agreement contained in this Mortgage, to be at once due and payable, and the Mortgagee may at any time after such failure of payment or breach of covenant, as aforesaid, proceed to foreclose this Mortgage and to compel payment to be made of the full amount due and payable.

The Mortgagor hereby further expressly agrees that if he shall fail to pay any taxes, assessments, insurance premiums or other charges payable by him as hereinbefore agreed, as and when the same shall become due and payable, or suffer said property to become subject to any lien or encumbrance having precedence to this Mortgage, as hereinbefore provided against, the Mortgagee may, at its option, make payment thereof and the amounts so paid, with interest thereon at the rate of **7 1/2** per annum, shall be added to and become a part of the debt secured by this Mortgage, without waiver, however, of any rights of the Mortgagee arising from the breach of any of said covenants.

In the event suit is instituted to foreclose this Mortgage, the Mortgagee may recover therein as attorney fees such sum as the court may adjudge reasonable in addition to the costs and disbursements allowed by the Code of Civil Procedure of the State of Idaho, together with the cost of any abstract of title or evidence of title procured and used in such proceeding and covering said property.

The Mortgagor agrees that in the event suit is instituted to effect such foreclosure, the Mortgagee shall, as a matter of right and without regard to the sufficiency of the security or of waste or danger of misapplication of any of the properties of the Mortgagor, be entitled forthwith to have a receiver appointed of all the property hereby mortgaged, and the Mortgagor hereby expressly consents to the appointment of a receiver by any court of competent jurisdiction and expressly stipulates, covenants and agrees that such receiver may remain in possession and control of the mortgaged property until the final determination of such suit or proceeding.

The rents, royalties, bonuses and benefits under any existing and/or future oil, gas or mineral lease of any of the property hereby conveyed are hereby assigned to the Mortgagee as additional security for the payment of the indebtedness hereby secured. The Mortgagor shall have the right to collect and retain such rents, royalties, bonuses and benefits until default hereunder or under the note hereby secured. In case of any such default, the Mortgagee is hereby granted the unconditional right and power, at its option, at any time while such default remains outstanding, to demand, receive and collect such rents, royalties, bonuses and benefits and apply same toward payment of the indebtedness hereby secured. The Mortgagee shall not be bound hereby to demand, receive or collect any of such rents, royalties, bonuses or benefits, and shall not be responsible for failure to exercise the rights hereby granted. Failure of the Mortgagee to exercise such rights after the happening of a default shall not be construed as a waiver of such rights in the event of a subsequent default.

The Mortgagor hereby further agrees, upon request by the Mortgagee, to assign to the Mortgagee, as additional and collateral security for the payment of the indebtedness hereby secured, any and all leases of the mortgaged property, or any part thereof, hereafter made, and that no such lease shall be assigned to any party other than the Mortgagee without first obtaining the written consent of the Mortgagee to any such assignment.

The Mortgagor hereby further mortgages, assigns and transfers to the Mortgagee all of his right, title and interest in and under the following described leases, permits and allotments, to-wit:

together with all renewals thereof and together with all buildings, structures, fences, windmills, pumps, pumping equipment, pipes, pipe lines, wells, tanks, dams, reservoirs and other improvements of every nature and description, now or hereafter located on the lands covered by said leases, permits or allotments, or any part thereof, and all water and water rights located thereon or appurtenant thereto. The Mortgagor covenants that he is the lawful owner and holder of said leases, permits and allotments and that the same are free from encumbrance and have not been assigned; that he will procure renewals thereof upon or prior to the expiration date thereof and execute any instrument deemed by the Mortgagee necessary to effect an assignment or waiver of such renewals to the Mortgagee; that he will pay all rents and other charges and perform all acts and things necessary to preserve and keep in good standing all of said leases and permits and any renewals thereof; that he will take no action which would adversely affect any of his rights or his preference status thereunder and that in the event of the foreclosure of this Mortgage, he will waive all claims for preference in any such rights upon demand from the purchaser of the mortgaged property at foreclosure sale or any successor to such purchaser; that the lands covered by said leases, permits and allotments and renewals thereof, shall at all times be operated in conjunction with the lands hereby mortgaged and that neither shall be transferred to any other person separately from the other; and that, in case of the failure of the Mortgagor to pay all rents and other charges payable under the terms of any of said leases, permits or allotments, the Mortgagee may, at its option, make payment thereof and any amount so paid, with interest thereon at the rate of ~~2%~~ ^{2 1/2%} per annum, shall be a part of the principal debt, and shall be secured by this Mortgage and a lien on the fee owned property hereby mortgaged.

The Mortgagor further covenants and agrees that in the event title in fee simple to any of the lands covered by the aforesaid leases, permits or allotments shall hereafter be acquired by the Mortgagor, it is understood and agreed that such lands shall, upon such acquisition, become subject to the lien of this Mortgage to the same extent as though such lands had originally been included herein as part of the fee owned lands hereby mortgaged, and, further that all of the terms, covenants, conditions, and stipulations of this Mortgage applicable to the fee owned lands hereby mortgaged, shall extend and be applicable to any such lands hereafter so acquired.

It is mutually understood and agreed that all words used in the singular number in this Mortgage shall be deemed to include the plural and the masculine gender shall include the feminine and/or neuter, as the context may require. It is further understood and agreed that all of the provisions hereof shall extend to and be binding upon the Mortgagor and the heirs, devisees, personal representatives, successors and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee, and its successors or assigns.

In Tetimony Whereof, HOME INVESTMENT COMPANY, INC. hereinabove designated as the mortgagor, has hereunto set its hand and seal on the day and year first hereinabove written.

Attest:

~~XXXXXXXXXXXXXXXXXXXX~~

Rayola S. Waulass

HOME INVESTMENT COMPANY, INC.

By *Clair H. Smith* (SEAL)
President

By *John T. Smith* (SEAL)
Vice President

By *Rayola S. Waulass* (SEAL)
Secretary-Treasurer

(SEAL)

STATE OF Idaho }
COUNTY OF..... } ss.

On this.....day of....., 19.....,
before me,....., a Notary Public in and
for the County of....., State of Idaho, personally appeared

the signer... of the above instrument, known to me to be the person... whose name... ^{is} are subscribed to the within instru-
ment, and acknowledged to me that executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate
first above written.

My Commission Expires:
Notary Public in and for the County of
....., State of Idaho.

Residence of Notary Public:
.....

STATE OF Idaho }
COUNTY OF..... } ss.

On this.....day of....., 19.....,
before me....., a Notary Public in and
for the County of....., State of Idaho, personally
appeared..... and.....
husband and wife, the signers of the above instrument, known to me to be the persons whose names are subscribed to
the within instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate
first above written.

My Commission Expires:
Notary Public in and for the County of
....., State of Idaho.

Residence of Notary Public:
.....

STATE OF Idaho }
COUNTY OF Jefferson } ss.

On this 1st day of February, 1971, before me,
Oscar K. Jones, a Notary Public in and for the County of
~~David H. Smith MD, Vaughn T. Stosich and Rayola I. Wanlass~~
Jefferson, State of Idaho, personally appeared
David H. Smith MD, Vaughn T. Stosich and Rayola I. Wanlass, Vice President
known to me to be the President of the Corporation
Secretary, Treasurer, respectively
that executed the foregoing instrument or the person who executed the instrument on behalf of said Corporation,
and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate
first above written.

My Commission Expires:

Oscar K. Jones

Notary Public in and for the County of

June 1, 1972

Jefferson, State of Idaho.

Residence of Notary Public:

Rigby, Idaho

March 15, 1971

Re: Home Investment Co. Inc. (Claim No. 31-4004)

Connecticut Mutual Life Insurance Co.
140 Garden Street
Hartford, Connecticut 06115

Gentlemen:

Please be advised that the Department of Water Administration has received from Rigby Title & Development Co., Rigby, Idaho, a Mortgage Deed and Security Agreement entered into with Home Investment Co. an Idaho Corporation and Connecticut Mutual Life Insurance Co., Inc.

We have placed a copy of your mortgage deed in water right files no. 31-2407, 31-2353, 31-2417 and claim no. 31-4004. We will advise you, should any changes be proposed that would affect your security interests in these filings.

If we can be of further assistance, please contact us.

Very truly yours,

Donald W. McEldowney
Appropriation Supervisor

DWM/bb

cc: Rigby Title & Development Co., Inc.

31 2417

RECEIVED

FEB 8 1971

The Connecticut Mutual

LIFE INSURANCE COMPANY

Established in 1846

Hartford, Connecticut

MORTGAGE DEED

and
SECURITY AGREEMENT

This Indenture, made this first day of December, 1970, between

HOME INVESTMENT COMPANY, INC., an Idaho corporation,

hereinafter called the Mortgagor, whether one or more than one, and The Connecticut Mutual Life Insurance Company, a corporation organized and existing under the laws of the State of Connecticut, and having its Home Office and principal place of business in the City of Hartford, State of Connecticut, hereinafter called the Mortgagee,

Witnesseth That:

The Mortgagor, for and in consideration of the sum of SEVENTY-FIVE THOUSAND AND NO/100 Dollars (\$ 75,000.00), in lawful money of the United States, to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Mortgagee, its successors and assigns, forever, the following described property situated in the County of Jefferson, in the State of Idaho, to-wit:

TOWNSHIP 7 NORTH, RANGE 36 E.B.M.
Section 32: W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 33: SW $\frac{1}{4}$ SW $\frac{1}{4}$

TOWNSHIP 6 NORTH, RANGE 36 E.B.M.
Section 4: Lot 4
Section 5: All
Section 6: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

CONVEYING with the above described land any and all water rights and irrigation ditches belonging or in anywise appertaining thereto and especially including, but not limited to, the following: All of the waters of those certain wells situated on the above described premises under licenses/ permits numbered 31-2225, 31-2407, 26261 and G32020 of the Idaho Department of Water Administration of the State of Idaho.

TOGETHER with all right, title and interest in and to all irrigation machinery and equipment now or hereafter placed on the real property described herein, including but not limited to the following:

- (a) One unidentified pump, 22 years old, and one 25 H.P. electric motor, serial number 673893.
- (b) One Layne & Bowler pump, serial number 23969, and one G.E. 75 H.P. motor, serial number GE-SNJ508032.
- (c) One Layne & Bowler pump, serial number 26837, and one G.E. Electric motor, 100 H.P. serial number GEXSJ 1030118.
- (d) One Layne & Bowler pump, serial number DO 6548 and one electric motor, 150 H.P. serial number NUJ 124124.

"to all rights and interest to that certain claim to water rights identified by claim number 31-4004 of the Idaho Department of Water Administration of the State of Idaho

Together with all and singular the buildings, structures, fences, pipes, pipe lines, tanks, dams, reservoirs, pumps, pumping equipment and all other improvements and fixtures now or hereafter on or in said property, and any and all water and water rights, ditches and ditch rights, flumes, aqueducts, canals, appropriations, franchises, and all other rights and privileges owned by the Mortgagor, or belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the said property, or any part thereof, whether or not hereinabove expressly mentioned or described, and all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof: **To have and To Hold** unto the Mortgagee, its successors or assigns, forever.

The condition of this conveyance is such that:

This Mortgage is given to secure the payment of a promissory note bearing even date herewith in the principal sum of **SEVENTY-FIVE THOUSAND AND NO/100 - - - - - (\$75,000.00)** Dollars, executed by the Mortgagor and payable to the Mortgagee at its Home Office in instalments, the last of which shall be due and payable on **April 1**, 19**90**, with interest on said principal sum and on all unpaid balances thereof, all as provided in said note;

And Whereas, the Mortgagor has covenanted and agreed, and does hereby covenant and agree to and with the Mortgagee as follows:

That he has a valid and unencumbered title in fee simple to said property and all improvements thereon and has the right to convey the same; that he will not suffer or permit said property to become subject to any lien or encumbrance that shall have precedence of this Mortgage; that he will render such further assurance of said title as may be requested by the Mortgagee; that he will warrant and defend said title unto the Mortgagee against the claims and demands of all persons whomsoever; and that he will pay all of said sums of money specified in said note, promptly as they become due and all taxes, assessments and other charges that may be levied or assessed on said property and all taxes that may be levied or assessed upon this Mortgage or to the holder of said note on account thereof, when and as the same shall become due and payable;

That he will keep the buildings and other improvements now or hereafter located upon said property constantly insured against loss or damage by fire and windstorm and against such other hazard or hazards as may reasonably be required from time to time by the Mortgagee, in a company or companies approved by the Mortgagee, and cause all policies of insurance to be so written that the loss, if any, covered by said policies, shall be paid to the Mortgagee, or its assigns, as their interests may appear, and deposit with the Mortgagee all of said policies, and that the Mortgagee may, at its option, renew or procure all required insurance upon said property, in any sum not exceeding the insurable value thereof, and the Mortgagor agrees to pay all premiums therefor;

That he will keep the buildings upon said lands continuously occupied and used, and will not permit the same to become vacant during the continuance of this Mortgage; that he will keep all improvements on the property in good repair;

Now, therefore, if the Mortgagor shall pay all and every sum of money specified in said note, and shall in all other respects fully carry out and comply with the covenants herein set forth and enumerated, this conveyance shall be void. But if the Mortgagor shall fail to pay any of said sums of money as specified, or any insurance premiums as hereinabove set forth, or any taxes, assessments or other charges of any nature whatsoever, due or to become due upon the property hereby conveyed or upon any of the water rights hereby mortgaged, or in any other respect shall fail to comply with any of the covenants and agreements herein or in said note set forth, then, as often as such failure of payment or breach of covenant shall occur, the Mortgagee may at any time thereafter declare the whole of the principal sum, or so much thereof as at the time of such declaration may remain unpaid, with all unpaid interest accrued thereon, together with all sums with interest accrued thereupon paid by the Mortgagee under any agreement contained in this Mortgage, to be at once due and payable, and the Mortgagee may at any time after such failure of payment or breach of covenant, as aforesaid, proceed to foreclose this Mortgage and to compel payment to be made of the full amount due and payable.

The Mortgagor hereby further expressly agrees that if he shall fail to pay any taxes, assessments, insurance premiums or other charges payable by him as hereinbefore agreed, as and when the same shall become due and payable, or suffer said property to become subject to any lien or encumbrance having precedence to this Mortgage, as hereinbefore provided against, the Mortgagee may, at its option, make payment thereof and the amounts so paid, with interest thereon **at the rate of 7% per annum**, shall be added to and become a part of the debt secured by this Mortgage, without waiver, however, of any rights of the Mortgagee arising from the breach of any of said covenants.

In the event suit is instituted to foreclose this Mortgage, the Mortgagee may recover therein as attorney fees such sum as the court may adjudge reasonable in addition to the costs and disbursements allowed by the Code of Civil Procedure of the State of Idaho, together with the cost of any abstract of title or evidence of title procured and used in such proceeding and covering said property.

The Mortgagor agrees that in the event suit is instituted to effect such foreclosure, the Mortgagee shall, as a matter of right and without regard to the sufficiency of the security or of waste or danger of misapplication of any of the properties of the Mortgagor, be entitled forthwith to have a receiver appointed of all the property hereby mortgaged, and the Mortgagor hereby expressly consents to the appointment of a receiver by any court of competent jurisdiction and expressly stipulates, covenants and agrees that such receiver may remain in possession and control of the mortgaged property until the final determination of such suit or proceeding.

The rents, royalties, bonuses and benefits under any existing and/or future oil, gas or mineral lease of any of the property hereby conveyed are hereby assigned to the Mortgagee as additional security for the payment of the indebtedness hereby secured. The Mortgagor shall have the right to collect and retain such rents, royalties, bonuses and benefits until default hereunder or under the note hereby secured. In case of any such default, the Mortgagee is hereby granted the unconditional right and power, at its option, at any time while such default remains outstanding, to demand, receive and collect such rents, royalties, bonuses and benefits and apply same toward payment of the indebtedness hereby secured. The Mortgagee shall not be bound hereby to demand, receive or collect any of such rents, royalties, bonuses or benefits, and shall not be responsible for failure to exercise the rights hereby granted. Failure of the Mortgagee to exercise such rights after the happening of a default shall not be construed as a waiver of such rights in the event of a subsequent default.

The Mortgagor hereby further agrees, upon request by the Mortgagee, to assign to the Mortgagee, as additional and collateral security for the payment of the indebtedness hereby secured, any and all leases of the mortgaged property, or any part thereof, hereafter made, and that no such lease shall be assigned to any party other than the Mortgagee without first obtaining the written consent of the Mortgagee to any such assignment.

The Mortgagor hereby further mortgages, assigns and transfers to the Mortgagee all of his right, title and interest in and under the following described leases, permits and allotments, to-wit:

together with all renewals thereof and together with all buildings, structures, fences, windmills, pumps, pumping equipment, pipes, pipe lines, wells, tanks, dams, reservoirs and other improvements of every nature and description, now or hereafter located on the lands covered by said leases, permits or allotments, or any part thereof, and all water and water rights located thereon or appurtenant thereto. The Mortgagor covenants that he is the lawful owner and holder of said leases, permits and allotments and that the same are free from encumbrance and have not been assigned; that he will procure renewals thereof upon or prior to the expiration date thereof and execute any instrument deemed by the Mortgagee necessary to effect an assignment or waiver of such renewals to the Mortgagee; that he will pay all rents and other charges and perform all acts and things necessary to preserve and keep in good standing all of said leases and permits and any renewals thereof; that he will take no action which would adversely affect any of his rights or his preference status thereunder and that in the event of the foreclosure of this Mortgage, he will waive all claims for preference in any such rights upon demand from the purchaser of the mortgaged property at foreclosure sale or any successor to such purchaser; that the lands covered by said leases, permits and allotments and renewals thereof, shall at all times be operated in conjunction with the lands hereby mortgaged and that neither shall be transferred to any other person separately from the other; and that, in case of the failure of the Mortgagor to pay all rents and other charges payable under the terms of any of said leases, permits or allotments, the Mortgagee may, at its option, make payment thereof and any amount so paid, with interest thereon at the rate of 12% per annum, shall be a part of the principal debt, and shall be secured by this Mortgage and a lien on the fee owned property hereby mortgaged.

The Mortgagor further covenants and agrees that in the event title in fee simple to any of the lands covered by the aforesaid leases, permits or allotments shall hereafter be acquired by the Mortgagor, it is understood and agreed that such lands shall, upon such acquisition, become subject to the lien of this Mortgage to the same extent as though such lands had originally been included herein as part of the fee owned lands hereby mortgaged, and, further that all of the terms, covenants, conditions, and stipulations of this Mortgage applicable to the fee owned lands hereby mortgaged, shall extend and be applicable to any such lands hereafter so acquired.

It is mutually understood and agreed that all words used in the singular number in this Mortgage shall be deemed to include the plural and the masculine gender shall include the feminine and/or neuter, as the context may require. It is further understood and agreed that all of the provisions hereof shall extend to and be binding upon the Mortgagor and the heirs, devisees, personal representatives, successors and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee, and its successors or assigns.

In Testimony Whereof, HOME INVESTMENT COMPANY, INC. hereinabove designated as the mortgagor, has hereunto set its hand and seal on the day and year first hereinabove written.

Attest:

~~Notary Public for the State of Texas~~

Rayola S. Waulace

HOME INVESTMENT COMPANY, INC.

By *Clarence H. Smith* (SEAL)
President

By *John H. Smith* (SEAL)
Vice President

By *Rayola S. Waulace* (SEAL)
Secretary-Treasurer

(SEAL)

STATE OF Idaho
COUNTY OF Jefferson } ss.

On this 1st day of February, 1971, before me,
Oscar K. Jones, a Notary Public in and for the County of
Jefferson, State of Idaho, personally appeared
David H. Smith MD, Vaughn T. Stosich and Rayola I. Wanlass, known to me to be the President, Vice President,
Secretary, Treasurer, respectively, that executed the foregoing instrument or the person who executed the instrument on behalf of said Corporation,
and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate
first above written.

My Commission Expires:

June 1, 1972

Residence of Notary Public:

Rigby, Idaho

Oscar K. Jones
Notary Public in and for the County of
Jefferson, State of Idaho.

Certificate of Completion of Works

TO ALL WHOM IT MAY CONCERN:

This is to certify that David Smith
 of Idaho Falls , County of Bonneville , and State of
 Idaho , the holder of Permit No. G-32020 , issued upon
 Application No. G-40155, bearing date of priority of August 13, 1964 , authorizing the
 diversion of 6.4 second feet of waters of a well

County of Jefferson , State of Idaho, for irrigation
 purposes, ha. 8 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 4.12 second feet of the waters of a well from subterranean flow

that the point of diversion of said waters is in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 5, Township 6
 North, Range 36 East, Boise Meridian.

and that the lands proposed to be irrigated by the use or place of use of said water are
 described as follows, to-wit: NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 5, Township 6 North,
 Range 36 East, Boise Meridian.

Proof of completion of works made: May 26, 1965

Witness my hand this 15 day of April , A. D. 19 .. 68 ..

R. Keith Higgins
 State Reclamation Engineer

G 32020

April 15, 1968

Re: Permit No. G-32020

David Smith
c/o Smith Herford Ranch
Box 621
Idaho Falls, Idaho 83401

Dear Mr. Smith:

Enclosed are your Certificate of Completion of Works and License and Certificate of Water Right on the above numbered permit.

Also enclosed is departmental receipt No. 509 in the amount of \$19.00 covering the fees.

Very truly yours,

C. Stephen Allred, Assistant
State Reclamation Engineer

CSA:kd

Enclosures: Certificate
Receipt

G32020

January 30, 1968

Re: Permit No. G-32020

David Smith
c/o Smith Herford Ranch
Box 621
Idaho Falls, Idaho

Dear Mr. Smith:

A representative of this department has made an examination of the works covered by your permit G-32020 and has found the following:

Quantity of water diverted: 4.78 c.f.s.
Amount of water that can be recognized as beneficially used
under Idaho Law: 4.12 c.f.s.
Purpose of use: irrigation of 206 acres in W⁴, sec. 5,
T. 6 N, R. 36 E, B.M.

The priority date established is: August 13, 1964.

A fee totaling \$ 19.00 must be received within 30 days from the date of this letter in order that we can issue you the Certificate of Completion of Works and the License and Certificate of Water Right as described above.

Very truly yours,

Donald W. McIlowney
water rights Clerk

DWM:ks

B32020

January 30, 1968

Re: Permit No. G-32020

David Smith
c/o Smith Herford Ranch
Box 621
Idaho Falls, Idaho

32020

Dear Mr. Smith:

A representative of this department has made an examination of the works covered by your permit G-32020 and has found the following:

Quantity of water diverted: 4.75 c.f.s.
Amount of water that can be recognized as beneficially used
under Idaho Law: 4.12 c.f.s.
Purpose of use: irrigation of 206 acres in $\frac{1}{4}$ sec. 5,
T. 6 N., R. 36 E., E.M.

The priority date established is: August 13, 1964.

A fee totaling \$ 19.00 must be received within 30 days from the date of this letter in order that we can issue you the Certificate of Completion of Works and the License and Certificate of Water Right as described above.

Very truly yours,

Donald W. McIlwainey
Water Rights Clerk

DWM:ks

D

32020

31539-8067

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF EXAMINER

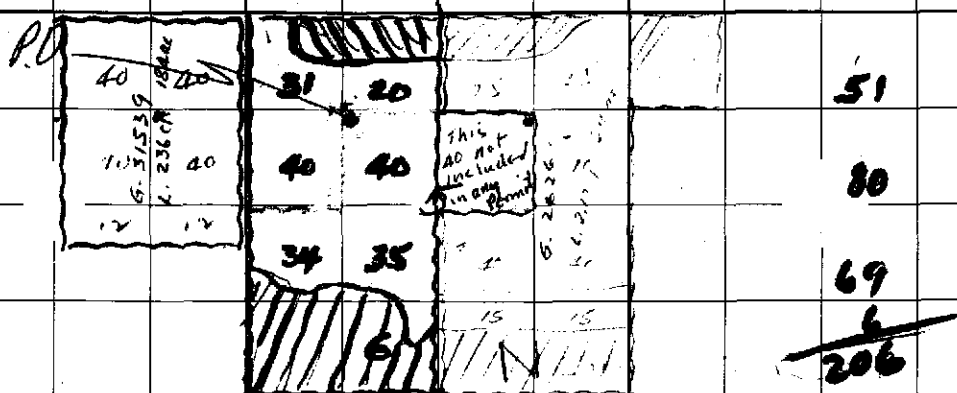
PERMIT NO. G-32020

REPORT ON PROOF OF Completion of Works & Beneficial Use

David Smith
820 Saturn Avenue
Idaho Falls, Idaho

7/8/66

832020



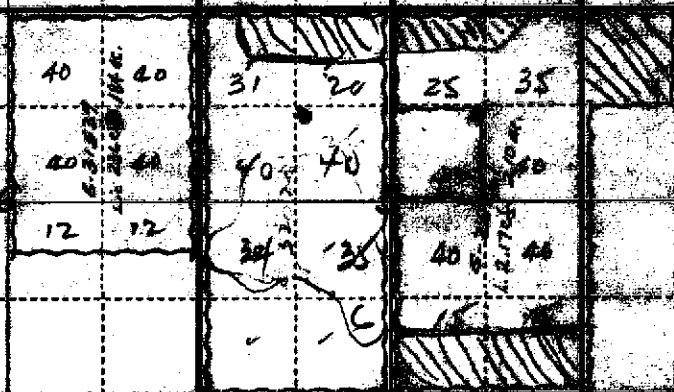
Subdivisions 7

AREA 206

allow Q = 4.12 cfs.

R-36E

David Smith Herford Ranch

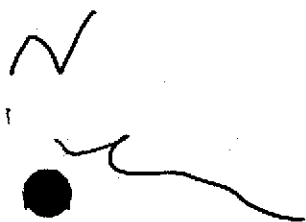
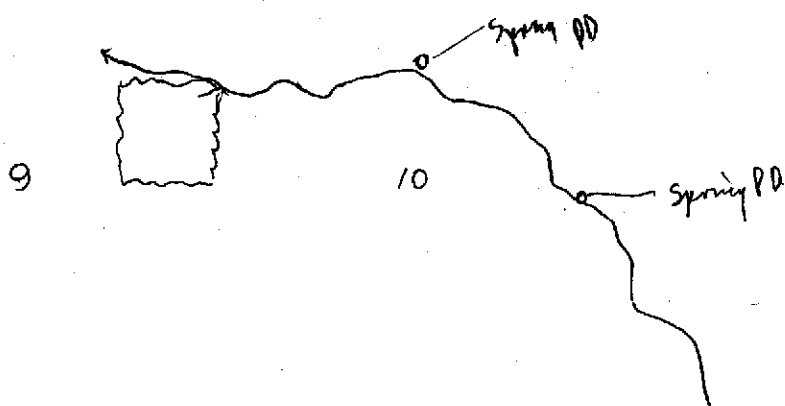


105
101
206

G32020 not shown in plan
SW NE Sec. 5 and 6B in permits
and is irrigated under permit G-32020
It will be surveyed to permit G-32020 before
it is filed

SCALE: 2 inches Equal 1 Mile. Draw Plan in Ink.

G32020



32020

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF EXAMINER

Permit No. G-32020 ✓

Completion of Works ✓

This proof is for and Beneficial Use

In Water District No. _____

1. Name of applicant David Smith ✓

2. Source of water supply: subterranean ✓

3. Location of point of diversion: Is in the SE 1/4 NW 1/4 ✓ of Section 5 ✓

T. 6 N. ✓ R. 36 E. ✓ County of Jefferson ✓

4. Describe works as they exist, giving dimensions and capacities of same: 150 HP GE Motor
NJY124124, Layne & Bowler Pump # DO 6548, 10" discharge to
a check valve and 10" buried main line.

5. Water is used for: irrigation ✓

6. State whether or not water has been turned into works of diversion: yes

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each ~~forty-acre tract~~. (Describe manner and place of use if other than irrigation):

W 1/2, Sec. 5, T. 6 N., R. 36 E., B. M. ✓

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach? _____

Remarks: Mr. Earl B. McCain, Mgr. along

Cop Flow Meter 9 3/4" pi = 76.66 x 29.4185 = 4.78 cfs on 2.39 inches
Press Bulletin 8/12/65

This examination was made on the 28 ~~28~~ day of Aug July, 19 65 ~~66~~

(Signed) _____

Examiner.

Final land check
8/21/67 Jmg.

32020

200
Plat ✓

David Smith
820 Saturn Avenue
Idaho Falls, Idaho

Permit No. G-32020

Examination for Completion of Works
and Beneficial Use

County Jefferson

Quantity: 6.4 CFS
Sec. 5 T. 6N R. 36E

Source: SUBTERRANEAN

P.D.: SENW, S. 5, 6N-36E
JEFFERSON

Use: IRRIGATION

Extension: —

Protest: —

Completion of Works: —

Other Rights: NONE

Filed: AUG. 13, 1964

Due: August 21, 1969

made - May 26, 1965

Priority August 13, 1964

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
4. If any unusual conditions are discovered, make plain statement of them under remarks.
5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
6. Give general characteristics of soils, topography, and crops raised.

June 2, 1965

Re: Permit No. 0-32020

David Smith
820 Saturn Avenue
Idaho Falls, Idaho

Dear Mr. Smith:

We acknowledge receipt of the depositions of holder and two witnesses, also affidavit of publication in the Rigby Star Rigby, Idaho, all submitted in proof of completion of works and beneficial use on Permit No.

Before final action is taken in the matter, the law requires that a field examination be made by an engineer from this department.

We cannot tell just when this examination will be made, but our field engineer will try and contact you at the time he makes the examination so that arrangements may be made to show him over the grounds.

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer

By:

(Mrs.) Edna P. Rule
Chief Clerk

EPR:

632020

RECEIVED
MAY 28 1965

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

Department of Reclamation

Permit No. G 32020

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE
and Completion of Works

DEPOSITION OF HOLDER

Ques. 1. State your name, residence, occupation and postoffice address: _____

David Smith, 820 Saturn Ave., Idaho Falls, Idaho Rancher - Auto dealer Box 621 Idaho Falls, Idaho

Ques. 2. If acting in behalf of corporation, state its name, principal place of business (if a foreign corporation, give name of postoffice of statutory agent), your position with reference to same, and your authority for appearing in its behalf:

Smith Herford Ranch Hamer, Idaho

Ques. 3. State number, approval date of permit, and date of priority you propose to establish under the permit: Application No. H 40155, April Date 8-21-64, Date of Priority is 8-13-64

Ques. 4. State source of water supply: Subterreanean
Give location of point of diversion, showing subdivision, section, township and range:

SE 1/4 NW 1/4, Sec. 5, Twp. 6N, Rge. 36 E.B.M.

Ques. 5. Describe your works of diversion: Pumps and Electric Motor & Laterals

_____ ; state amount of water they are capable of conveying from point of diversion to place of use 350 " ~~XXX~~ ; Give name of canal or ditch or other works by which water is conducted to such place of use: Sprinkler System

_____ ; if a well, state depth of well 293 193' ; depth and size of casing: 55' - Casings 18" ; depth to water 93' ; if pump is used,

state discharge of pump: 350" ; tell how it was measured or determined: estimated by well driller ; if sprinkler irrigation, give number and size of nozzles and

operating pressure: 40 size 11/64.... 40 lbs pressure

Ques. 6. State for what purpose water is used: Irrigation
If for irrigation, name each subdivision in which used and number of acres in each subdivision that have actually been irrigated with said water :

~~NE 1/4 NW 1/4, SW 1/4 NW 1/4, NE 1/4 NW 1/4, SW 1/4 NW 1/4~~ Section 5 Aprx. 320 acres.

W 1/2 SEC 5, 6N - 36.E.

State nature of all improvements which have been made as a direct result of said use:

Raised hay, grain and pasture directly from this well

Log in

B32020

H

Ques. 7. If for other than irrigation purposes, state purpose and how used:

Ques. 8. What is the minimum amount of water required for the purpose specified above:

Ques. 9. If you are not the person or representative of the corporation to whom above mentioned permit was originally issued, please state how ownership was acquired by present holder:

Watering crops.

Ques. 11. Describe all other water rights appurtenant to same place of use:

(sign)

State of Idaho, on this 26th day of May, A.D. 1965.

My Commission expires: 2-15-69

632020

RECEIVED
MAY 28 1965
Department of Reclamation

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
Permit No. G 32020

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE
and Completion of Works

DEPOSITION OF WITNESS

The deposition of two witnesses on this form, taken separately, required in each case

Ques. 1. State your name, age, residence, occupation and postoffice address:

Earl G. McLain, 40, Hamer, Idaho RMM Ranch Manager, Hamer, Idaho

Ques. 2. Are you acquainted with David Smith, the holder of
Permit No. G 32020 ? How long have you known him and where does he reside:

Yes, 14 yrs., 820 Saturn Drive Idaho Falls, Idaho

Ques. 3. Have you read or heard said Permit No. G32020 read, and are you familiar
with its provisions and conditions: Yes: X No: 2

Ques. 4. State source of water supply: Subterranean

State place of diversion: Hamer, Idaho. 1340' East & 1480' south of NW corner Sec. 5

Describe works for conveying water to place of use: Pump, laterals of sprinkling system

Ques. 5. How many second feet of water do you estimate said works will safely conduct
to place of use: 360' How much water have you seen being so
conveyed: all

Ques. 6. If for irrigation, show number of acres irrigated in each subdivision, giving
full legal description:

W $\frac{1}{2}$ Section 5 T 6 N R 36 EBM Jefferson County

G 32020

Ques. 7. If for power or other purposes than irrigation, state how water has been used:

Irrigation purposes only

Ques. 8. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation:

Sandy loam soil.....1" per acre

Ques. 9. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent: No

Ques. 10. When did you first see this water used: about 15 june 1964

Other times you have seen such use: during irrigation season, of 1964

(Signed)

Earl J. McLean

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in Bonneville Idaho Falls

 , County of Bonneville, State of Idaho, on this 26 day of XXXX May,
A. D., 1965.

Robert L. Clements

Notary Public for State of Idaho

Residing: Idaho Falls, Idaho

My commission expires: 2-15-69

D32020

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
Permit No. G 32020

RECEIVED
MAY 28 1965
Department of Reclamation

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

and Completion of Works

DEPOSITION OF WITNESS

The deposition of two witnesses on this form, taken separately, required in each case

Ques. 1. State your name, age, residence, occupation and postoffice address:

Vaughn Stosich 51 Route # 4 Box 154 Dentist 4th & Blvd., Idaho Falls, Idaho

Ques. 2. Are you acquainted with David Smith, the holder of
Permit No. G32020? How long have you known him and where does he reside:

36 years 820 Saturn Idaho Falls, Idaho

Ques. 3. Have you read or heard said Permit No. G32020 read, and are you familiar
with its provisions and conditions: Yes: X No:

Ques. 4. State source of water supply: Subterranean

State place of diversion: Hamer, Idaho $\frac{1}{2}$ Mile S & $\frac{1}{4}$ Mi Est of NW Corner Section 5

Describe works for conveying water to place of use: Pumps

Ques. 5. How many second feet of water do you estimate said works will safely conduct
to place of use: over 300' How much water have you seen being so

conveyed: XXX all

Ques. 6. If for irrigation, show number of acres irrigated in each subdivision, giving
full legal description:

All of W $\frac{1}{2}$ of Section 5 T6 N R36EBM Jefferson County

G32020

Ques. 7. If for power or other purposes than irrigation, state how water has been used:

To my knowledge used for irrigation only

Ques. 8. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation:

Sandy soil aprx. 1" per acre.

Ques. 9. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent: No

Ques. 10. When did you first see this water used: June 1964 about

Other times you have seen such use: off and on during the summer of 1964

(Signed)

August T. Stinson

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in Idaho Falls, Idaho

 , County of Bonneville, State of Idaho, on this 26 day of May,

A. D., 1965.

Robert E. Clements

Notary Public for State of Idaho

Residing: Idaho Falls, Idaho

My commission expires: 2-15-69

832020

AFFIDAVIT OF PUBLICATION
The Rigby Star

RECEIVED

MAY 28 1965

Department of Reclamation

STATE OF IDAHO,

ss.

County of Jefferson

NOTICE OF PROOF OF COMPLETION OF WORKS and APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 1:30 p.m., on the 26th day of May, 1965, at Idaho Falls, Idaho, County of Bonneville, State of Idaho, before Robert E. Clements, Notary Public, at (address) c-o Smith Chevrolet Co., 1255 No. Holmes, Idaho Falls, Idaho, proof will be submitted of the completion of works for the diversion of 6.4 cubic feet per second of underground water from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G-32020, heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit is David Smith - Smith Hereford Ranch, c-o Box 621, Idaho

water which said works are capable of conveying to the place of use is 6.4 cubic feet per second.

3. The use to which said water has been applied is Irrigation Purposes, and the amount applied to beneficial use is 6.4 cubic feet per second.

4. The point of diversion of said water is SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 5, Twp. 6 N., Rge. 36 E.B.M.

5. The place where said water is used is W $\frac{1}{2}$, Sec. 5, T. 6 N., R. 36 E., B. M., Jefferson County.

6. The date of priority which said user is prepared to establish is Aug. 18, 1964.

CARL E. TAPPAN,
State Reclamation Engineer
(Pub.: Apr. 22-29, May 6-13, 1965)

I, Hope B. Jones, do solemnly swear that I am the printer of THE RIGBY STAR, a weekly newspaper as defined by Idaho Codes annotated section 58-106 as amended, and that said newspaper is a weekly newspaper, printed and published at Rigby, Jefferson County, Idaho, having a general circulation in said county and that said newspaper has been printed and published as a weekly newspaper, in said county for more than 78 consecutive weeks prior to the first publication of the attached notice.

And affiant further says that said attached notice, advertisement or publication as per clipping attached, was published in said newspaper in the regular and entire issue thereof, and not in any supplement issue thereof, for four consecutive issues thereof; first publication having been made on the

22nd day of April, 1965
and the last publication on the

13th day of May, 1965

And affiant further says that at the times herein mentioned said newspaper was made up of at least four pages of at least five columns each, printed from type matter, of at least seventeen and three-fourths inches depth; and that there are at least two hundred bona fide subscribers in Jefferson County.

Hope B. Jones

Subscribed in my presence and sworn to before me this 14th day of May, 1965
(SEAL)

Carl E. Tappan
Notary Public for the State of Idaho,
Residence and P.O. Address Rigby Idaho.

My commission expires _____, 19__

Publication Fee: \$ pd

My Commission Expires July 15 1965

G32020

April 26, 1965

Re: Permit No. G-32020
David Smith- Smith Herford Ranch

Rigby Star
Rigby, Idaho

Gentlemen:

We received the proof on the above numbered permit
and find we would like the following addition.

In Paragraph 5. The place where said water is used is -
should read W₂, Sec. 5, T. 6 N., R. 36 E., B. M., Jefferson County.

Would you please send us a copy or tear sheet of this
publication after correction has been made.

Thank you.

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer

By:

(Mrs.) Edna P. Rule
Chief Clerk

EPR:ew

632020

NOTICE OF PROOF OF COMPLETION OF WORKS and APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 1:30 p.m., on the 26th day of May, 1965, at Idaho Falls, Idaho, County of Bonneville, State of Idaho, before Robert E. Clements, Notary Public, at (address) c-o Smith Chevrolet Co., 1255 No. Holmes, Idaho Falls, Idaho, proof will be submitted of the completion of works for the diversion of 6.4 cubic feet per second of underground water from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G-32020, heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit is David Smith, Smith Hereford Ranch, c-o Box 621, Idaho Falls, Idaho.

2. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use is 6.4 cubic feet per second.

3. The use to which said water has been applied is Irrigation Purposes, and the amount applied to beneficial use is 6.4 cubic feet per second.

4. The point of diversion of said water is SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 5, Twp. 6 N., Rge. 36 E.B.M.

5. The place where said water is used is W $\frac{1}{2}$ Section 5, Jefferson County.

6. The date of priority which said user is prepared to establish is Aug. 13, 1964.

CARL E. TAPPAN,
State Reclamation Engineer
(Pub.: Apr. 22-29, May 6-13, 1965)

Re: Permit No. G-32020

April 16, 1965

Mr. David Smith,
Smith Herford Ranch,
c/o Box 621,
Idaho Falls, Idaho.

Dear Mr. Smith:

This acknowledges the Notice of Proof of Completion of Works and Application of water to Beneficial Use under Permit No. G-32020. The proofs are to be made at 1:30 o'clock P.M., on the 26th day of May, 1965, before Robert E. Clements, 1255 No. Holmes, Idaho Falls, Idaho, Notary Public.

As of this date, we have mailed the Notice to the Bigby Star Bigby, Idaho, with instructions to publish it once a week for four consecutive weeks prior to the date set for final proof then mail the affidavit of publication and statement of costs to you.

It is important that the enclosed depositions be executed by you and two disinterested witnesses who are familiar with the terms of the permit and the work done thereunder, at the place, on the date, and at the time and before the Notary, as advertised. It is very important and necessary that each question be answered in detail.

In returning the depositions to this office, be sure that all copies have been signed, the Notary's seal has been placed on each and that all depositions, (holder and two witnesses) are being returned. Also be sure to enclose the AFFIDAVIT OF PUBLICATION.

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer
By

(MRS.) EDNA P. RULE
Chief Clerk

Encl.
EPR:pmk
cc: Notary

B 32020

Re: Permit No. G-32020
David Smith

Date: April 16, 1965

Rigby Star,
Rigby, Idaho.

Gentlemen:

Enclosed you will find Notice for Publication, once a week
for four consecutive weeks prior to May 26, 1965
the date set for proof; the expense of the publication is to be paid
by the applicant David Smith - Smith Herford Ranch
of Box 621, Idaho Falls, Idaho to whom you should
furnish proof of publication on or prior to the date set for proof.

Please acknowledge receipt of this notice and furnish this
office with a copy or tear sheet of the first publication. **

Very truly yours,

Carl E. Tappan
CARL E. TAPPAN
State Reclamation Engineer

** If the first copy is not received in this office for checking
purposes and errors appear in subsequent issues, it is possible
that re-publication of corrected copy will be at your own expense

G32020

Thursday, April 29, 1965.

● Legal

NOTICE OF PROOF OF COMPLETION OF WORKS and APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 1:30 p.m., on the 26th day of May, 1965, at Idaho Falls, Idaho, County of Bonneville, State of Idaho, before Robert E. Clements, Notary Public, at (address) c-o Smith Chevrolet Co., 1255 No. Holmes, Idaho Falls, Idaho, proof will be submitted of the completion of works for the diversion of 6.4 cubic feet per second of underground water from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G-32020, heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding

said permit is David Smith - Smith Hereford Ranch, c-o Box 621, Idaho Falls, Idaho.

2. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use is 6.4 cubic feet per second.

3. The use to which said water has been applied is Irrigation Purposes, and the amount applied to beneficial use is 6.4 cubic feet per second.

4. The point of diversion of said water is SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 5, Twp. 6 N., Rge. 36 E.B.M.

5. The place where said water is used is W $\frac{1}{2}$, Sec. 5, T. 6 N., R. 36 E., B. M., Jefferson County.

6. The date of priority which said user is prepared to establish is Aug. 13, 1964.

CARL E. TAPPAN,
State Reclamation Engineer
(Pub.: Apr. 22-29, May 6-13, 1965)

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APR 15 1965

Department of Reclamation

NOTICE TO ACCOMPANY THIS LETTER MUST BE MADE IN DUPLICATE

(Date) April 14, 1965

(P. O.) 1255 No. HOLMES, IDAHO FALLS

TO THE STATE RECLAMATION ENGINEER

Boise, Idaho

Dear Sir:

You are hereby authorized to have the attached notice published
at my expense in the Rigby Star of
Rigby, Idaho published in the
county in which the works are situated.

Smith Herford Ranch

Lowell E. Clement

(In case of canals or other works designed to divert and
carry more than 50 cubic feet of water per second, the following certificate
must be signed by a well known and competent engineer.)

I hereby certify that the facts set forth in the
attached notice are true.

Engineer

B32020

RECEIVED
APR 15 1965

10/1/63

NOTICE OF PROOF OF COMPLETION OF WORKS

and
APPLICATION OF WATER TO BENEFICIAL USE

Department of Reclamation

Notice is hereby given that at 1:30 P M., on the 26th day of May 1965, at Idaho Falls, Idaho, County of Bonneville, State of Idaho, before Robert E. Clements, Notary Public, at (address) c/o Smith Chevrolet Co. 1255 No. Holmes Idaho Falls, Idaho proof will be submitted of the completion of works for the diversion of 6.4 cubic feet per second of underground water from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G 32020, heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit is David Smith - Smith Harford Ranch 70 Box 621, Idaho Falls, Idaho ✓

2. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use is 6.4 cubic feet per second.

3. The use to which said water has been applied is Irrigation Purposes, purposes, and the amount applied to beneficial use is 6.4 cubic feet per second.

4. The point of diversion of said water is SE 1/4 S. 5, 6 N - 36 E 1340' E & 1480' S of NW corner of Sec 5, T6N R36E B.M. County of Jefferson ✓

5. The place where said water is used is W 1/2 Section 5, Jefferson County

6. The date of priority which said user is prepared to establish is 30 days ✓
Aug. 13, 1964

CARL E. TAPPAN

State Reclamation Engineer

G32020

March 22, 1965

C
O
P
Y
Re: Permit No. G-32020

David Smith
Smith Hereford Ranch
P. O. Box 621
Idaho Falls, Idaho

Dear Mr. Smith:

Returned herewith is your Permit No. G-32020, which we received today.

Our record is correct. The SW¹/₄NE¹/₄, Sec. 5, T. 6 N., R. 36 E. is irrigated under your License No. G-26261, however, it is not included in the land list as it was not in the permit.

That 40-acre tract can be included under License No. G-26261 by application for transfer of Water Right which requires publication for two weekly issues of your county paper. It can be included under Permit No. G-32020 by amending the land list and changing your irrigation system; or it can be left without a recorded water right.

This office will cooperate in either choice you desire.

Very truly yours,

RALPH W. THOMAS, Deputy
State Reclamation Engineer

RT:ew

Enc. permit no. G-32020

G32020

March 17, 1965

RE: Permit No. G-32020

David Smith
c/o Smith Herford Ranch
Box 621
Idaho Falls, Idaho

Dear Mr. Smith:

I have been checking over your water permits and found that the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 5, T. 6 N., R. 36 E., B.M. was omitted from the land list on our permanent record sheet of your permit.

Would you please return, at an early date, your permit bearing the above number so we can verify and amend the land list if necessary.

It is necessary that this be done before you advertise completion of works and beneficial use of this permit.

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer
By

Loy H. Johnson
Field Engineer

LHJ:mr

632020

August 26, 1964

Re: Permit No. G-32020

Mr. David Smith,
c/o Smith Herford Ranch,
Box 621,
Idaho Falls, Idaho.

Dear Mr. Smith:

We enclose Permit No. G-32020 in which we direct your attention to the limitations and conditions as given on the fourth page under approval of the State Reclamation Engineer.

We also enclose Departmental Receipt No. G-8810 which was issued covering payment in the amount of \$6.50 for the filing fee of the above mentioned permit.

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer
By

(MRS.) EDNA P. RULE
Chief Clerk

Encl.
EPR:pmk

P.S. As requested, we are enclosing Form 36 in duplicate, Form 11, and letter of instructions, for making proof of completion of works and application of water to beneficial use.

532020

NAME OF APPLICANT

DAVID SMITH

Form No. 0

Sec 5
DAVID SMITH
Sms PAT PPT DAVID
Smith

T6N R36E

Permit Map No. 832020
As Approved
CARL E. TAPPAN AUG 21 1964
State Reclamation Engineer

August 11, 1964

Re: Application

David Smith
Box 621
Idaho Falls, Idaho

Dear Mr. Smith:

We have a report showing you drilled a well this year near the center of the NW $\frac{1}{4}$, Sec. 5. There was a permit for a well in that location; however it was cancelled several years ago.

Present State Statutes provide that you must have a permit from this office for such a well before you have a right to the use of the water. You should file an application for a permit for this well at your earliest convenience.

Very truly yours,

RALPH W. THOMAS
Deputy State Reclamation Engineer

RWT:mr

Enc. Form 3

832020