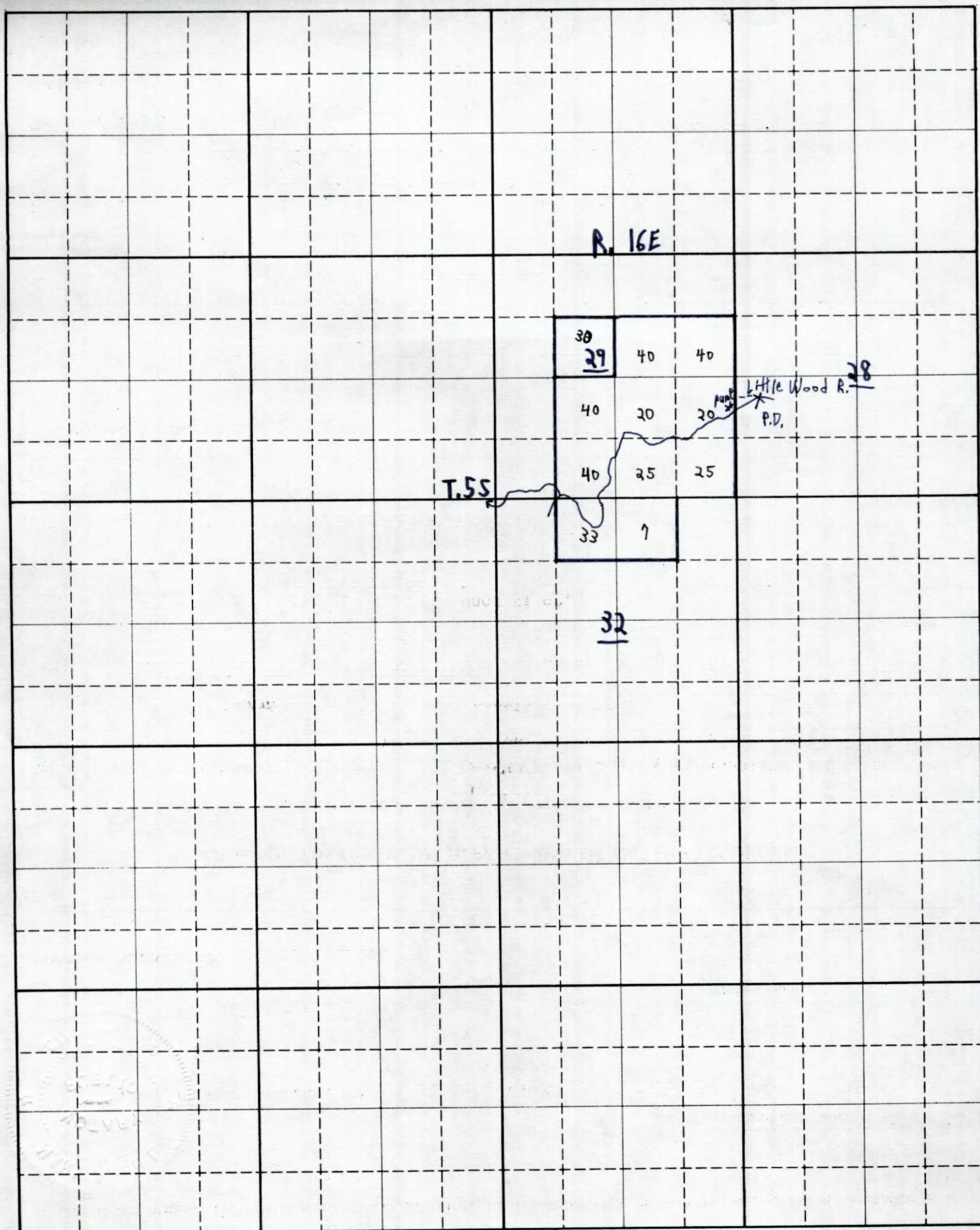


3. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



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

AFFIDAVIT of PUBLICATION

State of Idaho, }
County of Lincoln } SS.

Mike Thorne, being first duly sworn, deposes and says that he is the printer (publisher) of the Lincoln County Journal, a newspaper published every week in Shoshone, Lincoln County, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 12 day of March, 1981, and the date of the last publication was on the 19 day of March, 1981.

Mike Thorne
Subscribed and sworn to before me this 19 day of March, 1981.
(SEAL)

Hayden Nagen
NOTARY PUBLIC

LINCOLN COUNTY JOURNAL Shoshone, Idaho COST OF PUBLICATION

Number of Lines in Notice
Number of Insertions
Lines tabular at 315c
88 Lines straight at 29c 2552
88 Subsequent lines at 15c 1672
TOTAL COST 41.94

COPY OF NOTICE

(Paste Here)

Change Water Rights
TITLE OF NOTICE

37-0613 37-0614

PLAINTIFF ATTORNEY

Shirk

DEFENDANT

NOTICE OF PROPOSED CHANGE OF WATER RIGHTS

NO. 37-0613 & 37-0614

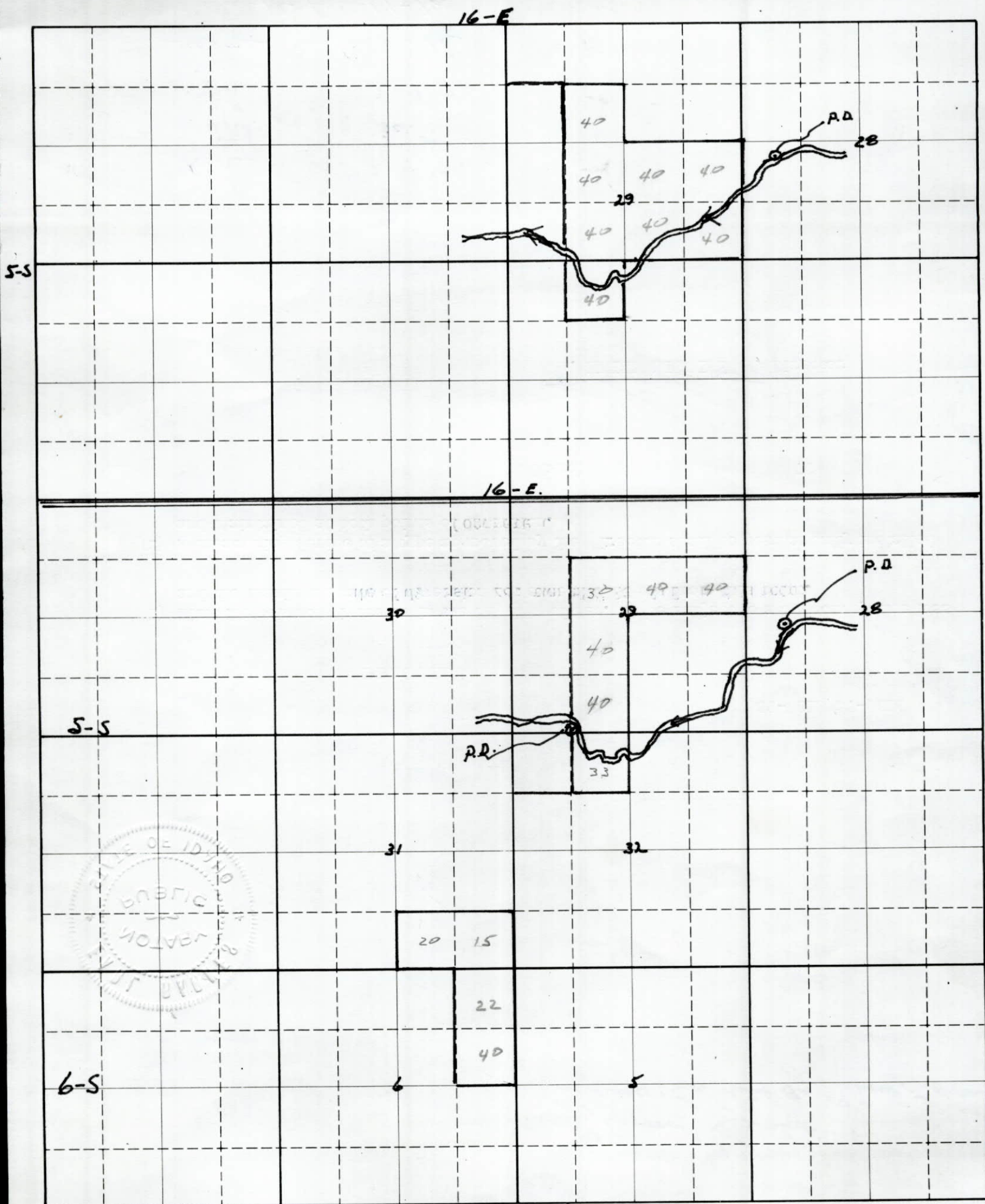
Notice is hereby given that William L. &/or Susan E. &/or Elwood L. &/or Florence L. Shirk of Gooding, Idaho has applied to the Department of Water Resources for a change in the point of diversion and place of use to two rights from the Little Wood River tributary to the Malad River. The rights sought to be changed are evidenced by decrees to Joe & Anthony Silva in the case of S.C. Frost et al vs. Alturas Water Co. et al dated December 13, 1909 in the Fourth District Court, Lincoln County. These rights are also evidenced by Transfer 1938 and are recorded as follows:

37-0613
Amount 3.20 cfs
Priority: April 1, 1884
Point of Diversion: NW $\frac{1}{4}$ -SW $\frac{1}{4}$, Sec. 28; SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, T5S, R16E, B.M., in Lincoln Co. The water is used for irrigation of 280 acres from April 1 to Oct. 15 within the S $\frac{1}{2}$ NE $\frac{1}{4}$ * E $\frac{1}{2}$ -SW $\frac{1}{4}$, Sec. 29; S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 31; NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, T5S, 16E; Lt 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$), SE $\frac{1}{4}$ -NE $\frac{1}{4}$, Sec. 6, T6S, R16E

37-0614
Amount 0.80 cfs
Priority: May 1, 1889
Point of Diversion: NW $\frac{1}{4}$ -SW $\frac{1}{4}$, Sec. 28; SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, T5S, R16E
The water is used for irrigation of 40 acres from April 1 to Oct. 15 within the SE $\frac{1}{4}$ -NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, T5S, R16E
TO BE CHANGED AS FOLLOWS:

37-0613
Amount: No change
Point of Diversion: NW $\frac{1}{4}$ -SW $\frac{1}{4}$ Sec. 28, T5S, R16E

- 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.

AFFIDAVIT of PUBLICATION

RECEIVED

State of Idaho, }
County of Lincoln } SS.

FEB 20 1976

Department of Water Resources
Southern District Office

Laray Trammel, being first duly sworn, deposes and says that he is the printer (publisher) of the Lincoln County Journal, a newspaper published every week in Shoshone, Lincoln County, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 12 day of February

19 76, and the date of the last publication was on the 19

day of February, 19 76.

Laray A Trammel

Subscribed and sworn to before me this 19

day of February, 19 76.

(SEAL)

Mary Ann Hagen

NOTARY PUBLIC

LINCOLN COUNTY JOURNAL

Shoshone, Idaho

COST OF PUBLICATION

Number of Lines in Notice 315c

Number of Insertions 21c

Lines tabular at 315c

56 Lines straight at 21c 11.76

56 Subsequent lines at 15c 8.40

TOTAL COST 20.16

COPY OF NOTICE

(Paste Here)

Water Permit

TITLE OF NOTICE

No A 37-0613

PLAINTIFF ATTORNEY

B 37 0614

Shirk

DEFENDANT

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

NO. A. 37-0613

B. 37-0614

Notice is hereby given that Elwood L. & Florence L. Shirk of Gooding, Idaho has applied to the Department of Water Resources for a change of Place of Use & Point of Diversion of the waters of Little Wood River. The right sought to be changed is evidenced by S.C. Frost VS: Alturas Water Co. and is recorder as follows: Amount: A. No. 37-0613 3.20 cfs Priority: 4-1-1884 B. No. 37-0614 .80 cfs 5-1-1889 Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, Twp. 5S., Rge. 16 E.B.M. Lincoln County. Place of use: The water under decreed right 37-0613 E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, and under decreed right No. 37-0614 SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 29, all in Twp. 5S. Rge. 16E. B.M. Lincoln, County.

TO BE CHANGED AS FOLLOWS

Amount: A. No. 37-0613 3.20 cfs
B. No. 37-0614 .80 cfs

Point of Diversion: SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, Twp. 5S, Rge. 16E. B.M. and NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, Twp. 5S., Rge. 16 E. B.M. all Lincoln County. The water will be used for Irrigation of under decreed right 37-0613, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 31, All Twp. 5S, Rge. 16 E.B.M. and E $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 6, Twp. 6S. Rge. 16E. B.M. Under decreed right 37-0614, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, Twp. 5S., Rge. 16E. B.M.

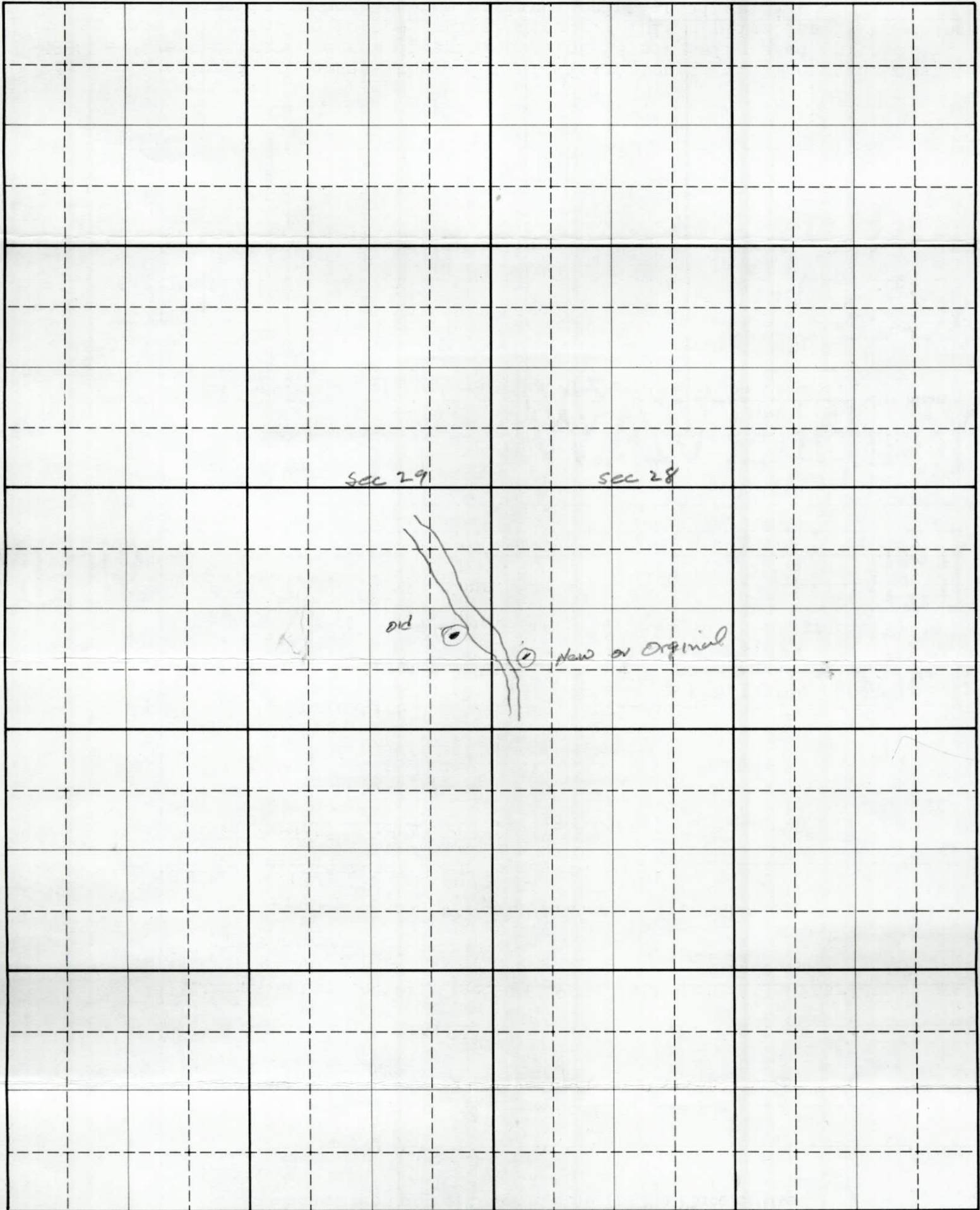
Any protest against approval of the above proposed change of water right must be filed with the Idaho Dept. of Water Resources, 1041 Blue Lakes Blvd., No., Twin Falls, Idaho 83301, on or before March 1, 1976.

/s/ R. Keith Higginson
Director

Pub: 2-12, 19

MICROFILMED

K.C.C. 12/20/76



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

AFFIDAVIT of PUBLICATION

RECEIVED

MAY 31 1974

State of Idaho, }
County of Lincoln } SS.

Department of Water Administration
Southern District Office

Darlene Gaskin being first duly sworn, deposes and says that he is the printer (publisher) of the Lincoln County Journal, a newspaper published every week in Shoshone, Lincoln County, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for two consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 9th day of May,

19 74, and the date of the last publication was on the 16th

day of May, 19 74.

Warlane Shoshone

Subscribed and sworn to before me this 30th

day of May, 19 74.

(SEAL)

Julien Magoffin
NOTARY PUBLIC

LINCOLN COUNTY JOURNAL

Shoshone, Idaho

COST OF PUBLICATION

Number of Lines in Notice 44

Number of Insertions 2

Lines tabular at 315c

44 Lines straight at 21c

44 Subsequent lines at 15c

TOTAL COST \$15.84

NOTICE OF PROPOSED CHANGE OF WATER RIGHT No. 37-0613 (307)

Notice is hereby given that E. L. Shirk of Route No. 2, Gooding, Idaho, has applied to the Department of Water Administration for a change the point of diversion of the waters of Little Wood River. The right sought to be changed is evidenced by License No. 37-0613 (307) and is recorded as follows:

Amount: 3.2 cfs - Priority:
April 1, 1884

Point of diversion:
NE¹/₄SE¹/₄, Sec. 29, T 5S, R 16E,
B.M., Lincoln County.

The water is used for irrigation purposes from Apr. 1 to Sept. 30 within the NE¹/₄NW¹/₄, Sec. 32; SE¹/₄SW¹/₄, S¹/₂SE¹/₄, Sec. 29, T 5S, R 16E, B.M.

TO BE CHANGED AS FOLLOWS:

Amount: 1.6 cfs

Point of Diversion:
NW¹/₄SW¹/₄, Sec. 28, T 5S, R 16E,
B.M.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Department of Water Administration, 1041 Blue Lakes Blvd. N., Twin Falls, Idaho, on or before May 28, 1974.

R. KEITH HIGGINSON
Director

5-9-2tc-1

PUBLICATION RATES

(Idaho Code, Rev. Statutes 1971)

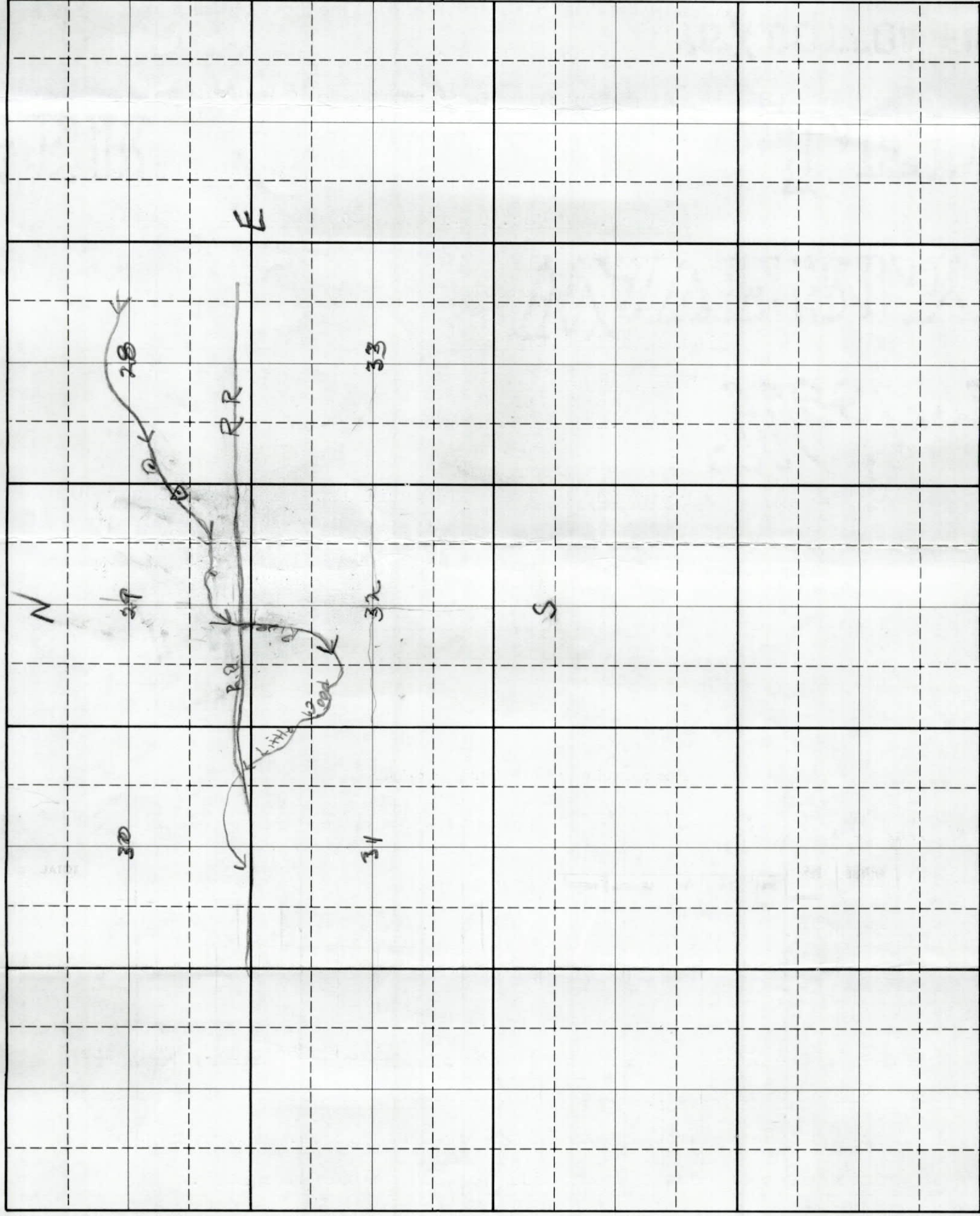
7 pt. per line, straight 21c

7 pt. per line, tabular 315c

7 pt. per line, successive
insertions 15c

No. 1230

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



RECEIVED

APR 26 1968

Department of Reclamation

**NOTICE OF PROPOSED
TRANSFER OF WATER RIGHT**

Notice is hereby given that I, Elton Eslinger of Route 2, Gooding, Idaho, has applied to the State Reclamation Engineer of the State of Idaho for a certificate authorizing him to change the point of diversion of the waters of Little Wood River as follows: Amount: 3.2 cubic feet per second. Priority: April 1, 1884. Point of diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 28, Township 5S., Range 16 E., B.M. Place of Use: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 29; NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, T. 5 S., R. 16 E.B.M.

To Be Transferred To
Point of diversion: NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 29, Township 5 S., Range 16 E.B.M. Place of Use: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 29; NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, T. 5 S., R. 16 E., B.M.

And that on the 29th day of April, 1968, at 10:30 a.m., at Room 107, Statehouse, Boise, Idaho, before the State Reclamation Engineer, or his authorized agent, the opportunity will be given to any and all persons to appear and present, for his consideration any reason or reasons why a certificate should not be issued authorizing such transfer.

R. KEITH HIGGINSON,
State Reclamation Engineer.

4-11-18

AFFIDAVIT OF PUBLICATION

**LINCOLN COUNTY JOURNAL
SHOSHONE, IDAHO**

DARLENE GASKILL,
being first duly sworn, says that she is the
MANAGER of

the Lincoln County Journal, a newspaper published weekly at Shoshone, Idaho, having legal publication rights within the State of Idaho, and that the notice, a true copy of which is hereto attached, was

published in said newspaper for two
consecutive weeks, beginning with the issue of

April 11, 1968
and ending with the issue of

April 18, 1968

Darlene Gaskill

Subscribed and sworn to before me this

24th day of April, 1968

Zella Mae Parson
Notary Public, Shoshone, Idaho



RECEIVED

36/31
1/6

11220
6210

11220
6210

32
5

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40
20

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AA
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1.8
CC
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X
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W
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U
3.8

V
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N
5.0

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E
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D
3.5

2.9

4.5

7.0

3.1

3.4

2.4

5.5

11.4
5.0

MICROFILMED

TRANSFER NO.	NAME	AMOUNT C.F.S.	BALANCE C.F.S.	RIGHT NO.
	Joe & Anthony Silva	3.20 cfs		37-0613
307 (point of diversion)	Elton Eslinger	3.20 cfs	-0-	37-0613
1746 (point of diversion)	E. L. Shirk	3.20 cfs	-0-	37-0613
1938 (point of diversion)	Elwood L. & Florence L. Shirk	3.20 cfs	-0-	37-0613
2567	Elwood, William et al	3.2		37-0613

T
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Add this to other side

Transfer No. 2567

Water Right No. A) 37-0613 & T. 1938
B) 37-0614 & T. 1938

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 William L. &/or Susan E. &/or Elwood L. &/or Florence L. Shirk Phone 934-4308
Post office address c/o William L. Shirk, Route #2, Gooding, Id 83330

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:
- a. Decree to Joe & Anthony Silva (Name)
in case of S. C. Frost et al vs Alturas Water Co. et al
dated 12-13-1909 in Fourth District county of Lincoln
(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 _____

3. Source of water Little Wood R. tributary to Malad R.

4. Date of priority A) 4-1-1884 B) 5-1-1889

5. Water is used for the following purposes:
amount A) 3.20 cfs for irrigation purposes from Apr 1 to Oct 15
amount B) 0.80 cfs for " purposes from " to "
amount _____ for _____ purposes from _____ to _____
(month/day – both dates inclusive)

6. Total amount of water under right: a. B) 0.80
A) 3.20 cubic feet per second
&/or
b. _____ acre feet per annum

7. Location of original point of diversion is NW ¼ of SW ¼ of Section 28
Township 5S Range 16E, B.M., in Lincoln County
Additional points of diversion, if any SE ¼ SW ¼ Sec. 29 T. 5S R. 16E

8. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS.
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
A) 5S	16E	29			40	40					30			40					150
		31														20	15		35
		32					33												33
6S	16E	6	Lt1 22			40													62
B) 5S	16E	29								30	10								40

Total number of acres to be irrigated 280 + 40 = 320

9. Describe any other water rights used for the same purposes as described above _____

B. DESCRIPTION OF PORTION OF RIGHT OWNED BY APPLICANT (If the entire right is owned by the applicant, 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 B) 0.80
A) 3.20 c.f.s. &/or _____ acre feet
- b. Point(s) of diversion NW ¼ SW ¼, Section 28 Township 5S
Range 16E, B.M., Lincoln County
Additional points _____
- c. Description of diverting works Concrete check dam, headgate, ditch, pump in ditch
- d. Describe the reasons for applying for a change in the point(s) of diversion
Other P. D. will not be needed after this transfer is approved.

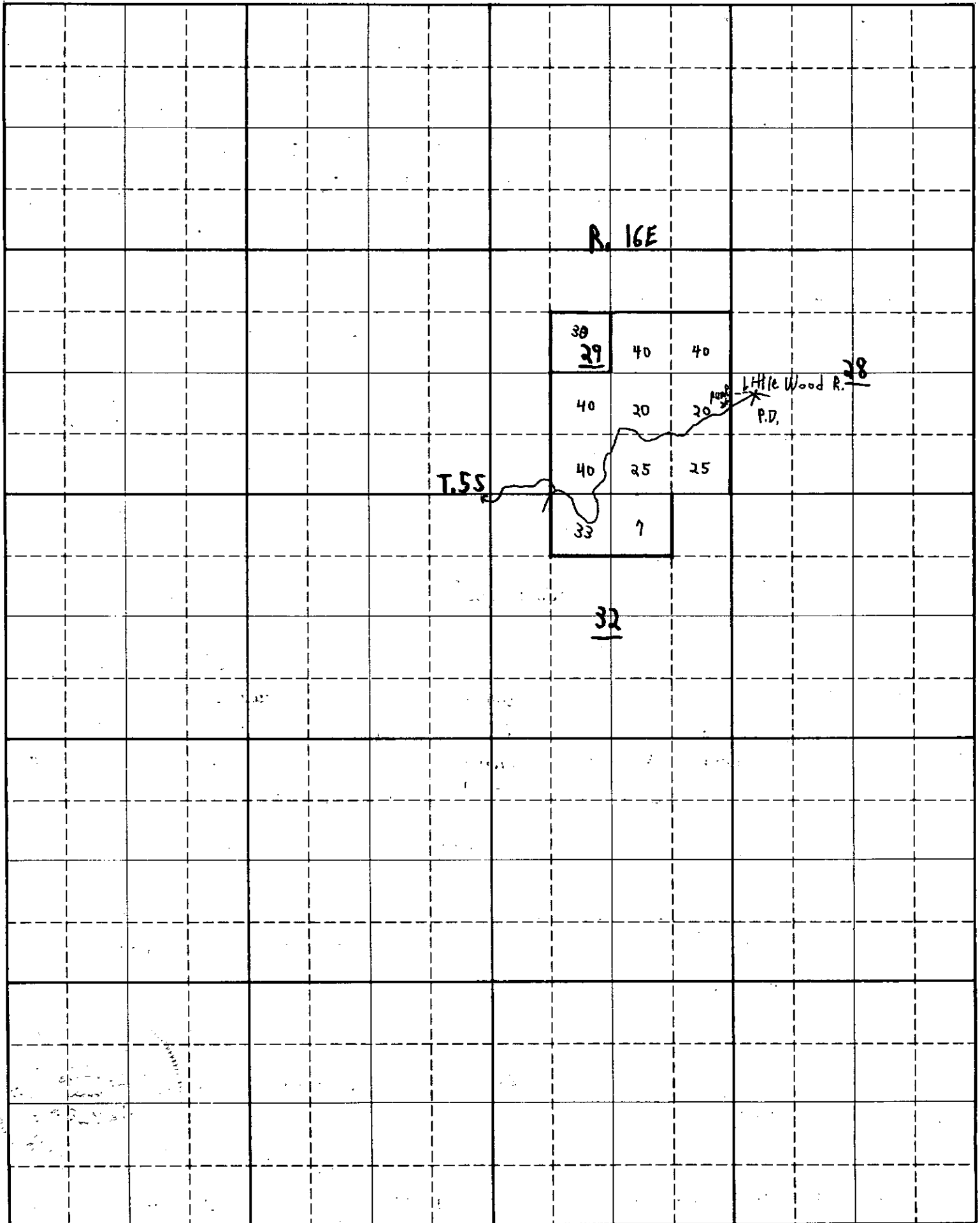
2. Change in place of use

- 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	
A)	5S	16E	29		40	40					30			40	20	20	25	25	240
		32		7			33												40
B)	No Change																		

Total number of acres to be irrigated _____

3. 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.

4. Remarks Water is being returned to the original ground. The new lands added under
T. 1938 couldn't be properly irrigated.

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.

William J. Shork
(Signature of applicant)

Subscribed and sworn to before me this 10th day of February, 1981.

(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. 37-0613/0614
and said application is hereby approved, subject to the following limitations and conditions:

A measuring device and lockable controlling works of a type acceptable
to the Department shall be permanently installed and maintained as part
of the diverting works.

Use of water under this right is subject to control by the watermaster of
State Water District # 37, Big Wood River.

Witness my hand this 16TH day of July, 19 81.

Norman C. Young
NORMAN C. YOUNG
Administrator, Resources Admin Div.

FOR DEPARTMENT USE ONLY

Received by JP Date 2-10-1981

Protest filed by _____

Prelim. check by D. J. Gully Fee 50.⁰⁰ # 14811

Receipted by merga Date 2/10/81

Published in Lincoln co. Journal

Copies of protest forwarded by _____

Pub. dates 3/12 + 3/19/81

Hearing held by _____ Date _____

Watermaster recommendation requested on 3/2/81

Recommended for approval denial

rec'd. 3/6/81

by _____

Bel As OS Dec 1979
63,606 66

#1635
Transfer to

CONTRACT OF SALE

This contract made and entered into this 25th day of February, 1971 by and between I. Elton Eslinger and Enid N. Eslinger, husband and wife, Gooding, Idaho, vendors and Elwood L. Shirk and Florence L. Shirk, husband and wife, Lancaster, California, purchasers.

In consideration of the sum of \$106,000.00 vendors sell and purchasers buy the following described real property situate in the County of Lincoln, State of Idaho, to wit:

Township 5 South, Range 16 East of the Boise Meridian

Section 29: S $\frac{1}{2}$ of the NE $\frac{1}{4}$, SE $\frac{1}{4}$ of the NW $\frac{1}{4}$,
E $\frac{1}{2}$ of the SW $\frac{1}{4}$, SE $\frac{1}{4}$

Section 32: NE $\frac{1}{4}$ of the NW $\frac{1}{4}$

Excepting therefrom the following described tracts:

a. Right of way of Idaho Irrigation Company for ditch, dam and borrow pits, as shown by deed recorded in Book 7 Deeds at Page 406, records of Lincoln County, Idaho.

b. Tract of land conveyed to the Board of Trustees of School District No. 2 of Lincoln County, as set forth in Deed recorded February 9, 1918, in Book 30, Deeds Page 157, records of Lincoln County, Idaho.

c. Tract in SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 29, together with roadway as set forth in Deed to Shoshone Highway District recorded June 23, 1919 in Book 29 Deeds Page 494, records of Lincoln County, Idaho.

d. Tract conveyed to Shoshone Highway District as set forth in deed recorded June 23, 1919 in Book 31 Deeds Page 207, records of Lincoln County, Idaho, with right of reversion to the grantors.

e. Exception as set forth in deed from Idaho Irrigation Company, Limited, a corporation to Big Wood Canal Company, a corporation recorded June 30, 1924 in Book 33 Deeds Page 358, records of Lincoln County, Idaho.

f. Tract in NW corner of NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 32 Twp. 5 S. R. 16 E.B.M. as set forth in deed recorded June 1, 1951 in Book 43 Deeds Page 232, records of Lincoln County, Idaho

IN THE COUNTY OF LINCOLN, STATE OF IDAHO

TOGETHER with all appurtenances including but not limited to water rights.

I.

Possession of the property so being sold shall be given to purchaser not later than the 1 day of April

1971, and henceforth during the life of this contract purchaser agrees to maintain and care for said property and all improvements thereon or to be placed thereon in a good and husband-like manner, so that no waste shall be committed thereon, and no unlawful use made of any part thereof; and he agrees to maintain all buildings and other improvements in as good order and repair as the same now are, reasonable wear and use excepted, and to keep said property free and clear of all liens and encumbrances. Vendor may re-enter at reasonable times for the purpose of making necessary inspections or repairs.

Should purchaser fail or neglect to make timely payment of assessments, any taxes, insurance or other lawful charges against said property, vendor may pay the same, and such sums with interest thereon at the rate of seven per cent per annum shall become a part of and be secured by this contract, and such advancements and interest thereon will be due and payable on the first principal payment date thereafter.

Purchaser expressly agrees that he has personally carefully inspected said property and the whole thereof as to amount of land in cultivation, prevalence of rocks, noxious weeds and other objectionable features, and is exercising his own judgment as to the condition and value of the property he is purchasing, and has not been influenced by any representation by or for vendor other than those contained in this contract.

Any notice to be given to either party in connection herewith must be given in writing, which may be delivered by some third party or sent by certified mail directed to the above address, or such other addresses as may later be furnished in writing.

The provisions hereof shall be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the contracting parties.

Vendor's waiver of any breach or delay on the part of purchaser shall not be a waiver of any subsequent or other breach or delay.

If suit be instituted for the collection of any part of said purchase price or the enforcement of any right hereunder, the successful party shall recover in addition to other relief, such sum as the court shall adjudge reasonable as an attorneys fee.

It is expressly understood and agreed that time is of the essence of this contract and should purchaser fail, neglect or refuse to comply with any of the covenants herein contained all his right, title and interest in and to said property and any and all improvements and additions placed thereon by purchaser shall, at the option of the vendor, be subject to termination and cancellation. Before purchaser's interest may be terminated or cancelled vendor shall give purchaser written notice specifying the particulars in which purchaser is in default, and in the event purchaser complies with all the then-due terms and conditions of this contract within thirty days of said notice, then such notice shall become ineffective, but if purchaser fails to comply with the then-due terms of this contract as required by said notice within such thirty-day period, then this contract will be subject to final and complete termination and cancellation by vendor. In the event of such termination or cancellation of this contract all payments theretofore made by purchaser hereunder, together with all improvements placed upon said property by him, shall be considered as rental for said property during purchaser's occupation and use thereof and as liquidated damages, and immediately upon such termination or cancellation all purchaser's title and interest in or to said property and improvements, and the whole thereof, either in law or in equity, shall completely terminate and be cancelled, and vendor shall be entitled to and shall have immediate and absolute possession, control and ownership of said property, together with any and all improvements placed thereon by purchaser. Advice of cancellation may be given in the same manner as written notices.

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

Elwood L. Shirk
Florence L. Shirk
Purchaser

I. Elton Eslinger
Enid N. Eslinger
Vendor

STATE OF IDAHO }
COUNTY OF GOODING } ss.

On this 31 day of March, 1971, before the undersigned a notary public in and for

said county, personally appeared I. Elton Eslinger and Enid N. Eslinger, H & W known to me to be the persons whose names are subscribed to the foregoing contract and acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

(SEAL)

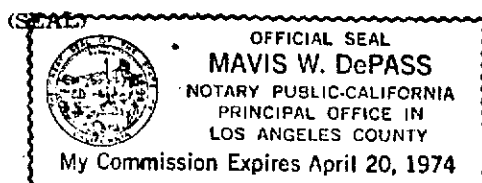
Thomas M. T. [Signature]
Notary Public residing at Gooding, Idaho

STATE OF California }
COUNTY OF Los Angeles } ss.

On this 10th day of MARCH, 1971, before the undersigned a notary public in and for

said county, personally appeared Elwood L. Shirk and Florence L. Shirk, H & W known to me to be the persons whose names are subscribed to the foregoing contract and acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.



Mavis W. DePass
Notary Public residing at Gooding, Idaho

LANCASTER, CALIFORNIA



United States Department of the Interior

Transf to

IN REPLY REFER TO

I-4257(943)

BUREAU OF LAND MANAGEMENT
Idaho State Office
Room 398, Federal Building
550 W. Fort Street
P. O. Box 042
Boise, Idaho 83724

IMPORTANT DOCUMENT ENCLOSED

AUG 31 1979

PATENT NO. **11-79-0046**

Mr. and Mrs. Elwood L. Shirk
Route 2
Gooding, Idaho 83330

Boise Meridian, Idaho
T. 5 S., R. 16 E.,
Sec. 32, NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$,
containing 10.00 acres.

Dear Mr. and Mrs. Shirk:

We are happy to transmit to you the enclosed patent to the land described thereon.

This is the original document conveying title to the described land from the United States and should be kept in a safe place. We also recommend that this document be recorded in the county recorder's office for the county in which the lands are located. This recording preserves a permanent record of the document in the event that the original becomes lost, misplaced, or destroyed.

Sincerely yours,

Lorin J. Welker, Chief
Division of Technical Services

Enclosure



Save Energy and You Serve America!

From

to obtain an order of **CONTRACT OF SALE** Water Resources

the state of Idaho governing and allowing transfer of a

This contract made and entered into this 7th day of
 portion of a decreed water right to the land being sold
 February, 1976 by and between Masten Mink and Betty Mink,
 single parties.

husband and wife, Gooding, Idaho, Vendors and William L.

The parties do hereby expressly agree that this contract
 Shirk and Susan E. Shirk, husband and wife, Route 2, Gooding,
 State, his heirs and assigns shall have no interest in the
 Idaho and Elwood L. Shirk and Florence L. Shirk, husband
 and wife, 2548 East Avenue K, Lancaster, California, Purchasers.

In consideration of the sum of Seventy-five thousand
 dollars (\$75,000.00), Vendors sell and Purchasers buy the

of stock of said Company to lands other than the being the
 following described property situate in Gooding County, State
 of Idaho, to-wit:

Vendors with 40 shares of stock of said Company; and

Lot 1 and SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 6, Township 6
South, Range 16 E.B.M.; SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 31,
Township 5 South, Range 16 E.B.M.; E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 31, Township 5 South, Range 16 E.B.M.

Excepting and reserving approximately 10.7
 acres in the Northeast corner of the said
SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 31, Township 5 South, Range
16 E.B.M.

the following manner:

It is understood and agreed that there are now 78 shares

of stock of the Big Wood Canal Company appurtenant to the
 hereinabove described real property and that, included, as
 a part of the purchase price is the conveyance of 40 shares
 of said stock to the Purchasers. It is further understood

and agreed that Vendors are reserving 38 shares of said stock
 (\$30,000.00) shall be paid in annual installments of ten shares
 and which said stock shall be made appurtenant to the reserved
 tract hereinabove referred to and to other lands owned by
 Vendors.

day of April, 1977 and subsequent installments on or before

It is agreed that the tract reserved by Vendors shall be
 surveyed at the expense of Vendors.

balance shall bear interest at the rate of seven percent (7.0%)

It is further understood and agreed that Purchasers are
 the owners of certain decreed water rights on other lands
 same shall be applied first to the said interest and the
 owned by Purchasers and that it is the intent of Purchasers
 balance to principal.

to obtain an order of the Department of Water Resources of the State of Idaho permitting and allowing transfer of a portion of such decreed water rights to the lands being conveyed herein.

The parties do hereby expressly agree that this contract shall be in force and effect only upon the happening of the two following conditions:

1. That Vendors are able to obtain a transfer from the Big Wood Canal Company of a sufficient number of shares of stock of said Company to lands other than that being reserved by Vendors herein which after such transfer will leave Vendors with 38 shares of stock of said Company; and

2. Purchasers are able to transfer 55 inches of decreed water rights from lands owned by Purchasers to the lands being acquired herein.

The agreed purchase price is being and shall be paid in the following manner:

1. The sum of Fifteen thousand dollars (\$15,000.00) shall be paid when it has been determined that both of the conditions in the foregoing paragraph have been accomplished, and in no event, later than the 15th day of April, 1976.

2. The deferred balance of Sixty thousand dollars (\$60,000.00) shall be paid in annual installments of Six thousand five hundred and eighty-eight dollars (\$6,588.00), the first of such installments to be made on or before the 15th day of April, 1977 and subsequent installments on or before the 15th day of April of each year thereafter. The deferred balance shall bear interest at the rate of seven percent (7.0%) per annum from April 15, 1976. As each payment is made the same shall be applied first to the accrued interest and the balance to principal.

As promptly as the same can be obtained, following the completion of the water transfer and water stock transfer, there shall be deposited with the escrow holder as hereinabove described, Vendors will obtain a survey of the tract of land reserved by Vendors and will, thereafter,

1. Original of Title Insurance Policy.
2. Original of Escrow Agreement.
3. Warranty Deed.
4. Title Insurance Policy.
5. Water Stock Certificate.
6. Bargain and Sale Deed.
the property to Purchasers in accord with this contract. Such deed shall convey marketable title to Purchasers subject only to existing rights-of-way and liens or encumbrances made or suffered by Purchasers. Such deed shall be deposited with the escrow holder hereinafter named.

The original of this contract and the escrow agreement. All taxes and legal assessments for the year 1975 and previous years have been or will be paid by Vendors; all subsequent taxes and legal assessments shall be paid by Purchasers promptly as and when the same become due.

As promptly as the same can be obtained, following the resolution of the water transfer and water stock transfer, Vendors will obtain and deliver to Purchasers a preliminary

Title Report which shall be made to show good and marketable title in the name of Vendors, subject only to existing rights-of-way and liens or encumbrances made or suffered by Purchasers.

When the same has been approved by Purchasers, Vendors will obtain and submit to Purchasers a standard form Purchasers'

Title Insurance Policy insuring the title to said premises

with liability the same as the above purchase price. When

the Title Insurance Policy has been finally approved by Purchasers, the same shall be deposited with the escrow holder to be delivered with the other documents as hereinafter set forth.

The First Security Bank of Idaho, N.A., Gooding Branch, Gooding, Idaho is hereby designated escrow holder and its

initial charges shall be paid equally by the parties and the

of the property so being sold shall be given to purchaser not later than the 15th day of April 1976 and henceforth during the life of this contract purchaser agrees to maintain and care for said property and all improvements thereon or to be placed thereon in a good and husband-like manner, so that no waste shall be committed thereon, and no unlawful use made of any part thereof; and he agrees to maintain all buildings and other improvements in as good order and repair as the same now are, reasonable wear and use excepted, and to keep said property free and clear of all liens and encumbrances.

Should purchaser fail or neglect to make timely payment of assessments, any taxes, insurance or other lawful charges against said property, vendor may pay the same, and such sums with interest thereon at the rate of ten per cent per annum shall become a part of and be secured by this contract, and such advancements and interest thereon will be due and payable on the first principal payment date thereafter.

Purchaser expressly agrees that he has personally carefully inspected said property and the whole thereof as to amount of land in cultivation, prevalence of rocks, noxious weeds and other objectionable features, and is exercising his own judgment as to the condition and value of the property he is purchasing, and has not been influenced by any representation by or for vendor other than those contained in this contract.

Any notice to be given to either party in connection herewith must be given in writing, which may be delivered by some third party or sent by certified mail directed to the above address, or such other addresses as may later be furnished in writing.

The provisions hereof shall be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the contracting parties.

Vendor's waiver of any breach or delay on the part of purchaser shall not be a waiver of any subsequent or other breach or delay.

If suit be instituted for the collection of any part of said purchase price or the enforcement of any right hereunder, the successful party shall recover in addition to other relief, such sum as the court shall adjudge reasonable as attorneys fee.

Provided, however, that this agreement is made upon the express condition that time and punctuality of payments and performance of conditions are of the essence and a material part of this contract, and if default should be made in the payment of the said several sums, or any of them, or any part thereof, for a period of 30 days after notice in writing as herein provided, or upon the default in the performance of any other term or condition required to be performed by the Purchaser for a period of 30 days after notice in writing, from the Vendor, or the escrow agent, or if Purchaser should abandon the said property or in any other way breach this agreement, or if the said property is seized or levied upon or attempted to be seized or levied upon, under any legal process issued against the Purchaser, or if the Purchaser files a voluntary, or has filed against him, and involuntary petition under the Bankruptcy Act (it being understood that the default and grace period hereinabove provided shall not apply to such conditions), the Vendor, at his option, may retain all payments made by the Purchaser theretofore as liquidated damages for the breach of this agreement by the Purchaser; and the Vendor shall have the right to re-enter and take possession of the premises and shall be re-vested with the title free from all rights and claims of the Purchaser. (The election of this remedy shall not preclude the Vendor from recovering damages against the Purchaser for waste upon or destruction to the premises and improvements.)

Concurrently with the execution hereof, Purchasers agree to execute, deliver and place in escrow with the escrow holder hereinabove named a good and sufficient: Bargain and Sale Deed to all of the above described real property designating Vendor herein above named as Grantee and Purchasers herein above named as Grantors to be held by said escrow holder in the manner and upon the terms and conditions applicable to this agreement and all other documents pertinent hereto.

In the alternative, and in the event the Vendor does not declare a forfeiture of this agreement as herein provided, he shall have the right to declare the entire balance of the purchase price and interest owing under this agreement at the time the Purchaser fails to comply with any of the terms, conditions and stipulations of this agreement as aforesaid as being immediately due and payable and may bring suit against the Purchaser for the unpaid principal and interest, including costs and fees.

As a further alternative, the Vendor shall have the right, at his option, to declare the entire balance as immediately due and payable upon any such default as aforesaid, and may treat this contract as a note and purchase money mortgage on said real property and a security agreement on any personal property and pass title to the Purchaser subject to such mortgage and security agreement and proceed immediately to foreclose the same in accordance with the laws of the State of Idaho; to have the property sold and the proceeds applied to the payment of the balance due including accrued interest, any advancements made upon taxes, assessments, to protect Vendor's security, costs and attorney's fees and the Vendor shall have a deficiency judgment for any balance which may remain.

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

Edward L. Shirk
Edward L. Shirk by Edward L. Shirk
Purchaser

Masten Mink
Betty Mink
Vendor
William L. Shirk
Susan E. Shirk Purchaser

STATE OF IDAHO

SS.

COUNTY OF GOODING

On this _____ day of February, 1976, before the undersigned a notary public in and for said county, personally appeared Masten Mink and Betty Mink known to me to be the persons whose names are subscribed to the foregoing contract and acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

Notary Public residing at Gooding, Idaho

STATE OF IDAHO

COUNTY OF Gooding

SS.

On this _____ day of February, 1976, before the undersigned a notary public in and for said county, personally appeared William L. Shirk and Susan E. Shirk known to me to be the persons whose names are subscribed to the foregoing contract and acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

(SEAL)

David A. Shirk
Notary Public residing at Gooding, Idaho

County of Gooding ^{SS.}
Los Angeles

On this 9th day of February, 1976 before me, the undersigned notary public in and for said state, personally appeared

Elwood L. Shirk and Florence L. Shirk, husband and wife
2548 East Ave. K., Lancaster, California
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.

David D. Makely
Notary Public for the State of California
Residing at Gooding

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

David D. Makely
Notary Public for the State of Idaho
Residing at Gooding, Idaho

AFFIDAVIT of PUBLICATION

State of Idaho, }
County of Lincoln } SS.

Mulla Thorne, being first duly sworn, deposes and says that he is the printer (publisher) of the Lincoln County Journal, a newspaper published every week in Shoshone, Lincoln County, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 12 day of March, 1981, and the date of the last publication was on the 19 day of March, 1981.

Mulla Thorne
Subscribed and sworn to before me this 19 day of March, 1981.
(SEAL)

Hayden Nagen
NOTARY PUBLIC

LINCOLN COUNTY JOURNAL Shoshone, Idaho COST OF PUBLICATION

Number of Lines in Notice
Number of Insertions
Lines tabular at 315c
88 Lines straight at 29c 2552
88 Subsequent lines at 15c 1672
TOTAL COST --- 41.94

COPY OF NOTICE

(Paste Here)

Change Water Rights
TITLE OF NOTICE

37-0613 37-0614

PLAINTIFF ATTORNEY

Shirk

DEFENDANT

NOTICE OF PROPOSED CHANGE OF WATER RIGHTS

NO. 37-0613 & 37-0614

Notice is hereby given that William L. &/or Susan E. &/or Elwood L. &/or Florence L. Shirk of Gooding, Idaho has applied to the Department of Water Resources for a change in the point of diversion and place of use to two rights from the Little Wood River tributary to the Malad River. The rights sought to be changed are evidenced by decrees to Joe & Anthony Silva in the case of S.C. Frost et al vs. Alturas Water Co. et al dated December 13, 1909 in the Fourth District Court, Lincoln County. These rights are also evidenced by Transfer 1938 and are recorded as follows:

37-0613

Amount 3.20 cfs

Priority: April 1, 1884

Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28; SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, T5S, R16E, B.M., in Lincoln Co. The water is used for irrigation of 280 acres from April 1 to Oct. 15 within the S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 29; S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 31; NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, T5S, 16E; Lt 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$), SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 6, T6S, R16E

37-0614

Amount 0.80 cfs

Priority: May 1, 1889

Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28; SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, T5S, R16E

The water is used for irrigation of 40 acres from April 1 to Oct. 15 within the SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, T5S, R16E

TO BE CHANGED AS FOLLOWS:

37-0613

Amount: No change

Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, T5S, R16E

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 Elwood L. & Florence L. Shirk Phone 934-4308
Post office address Route #2, Gooding, Idaho

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:
- a. Decree to Joe & Anthony Silva (Name)
in case of S. C. Frost et al. vs Alturas Water Co.
dated 13 Dec. 1909 in Fourth Judicial county of Lincoln
(Name of court)
- b. License No. A: No: 37-0613 issued by the Idaho Department of Water Resources
B: No: 37-0614
- 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 _____
by right of purchase.
3. Source of water Little Wood River tributary to Big Wood River.
4. Date of priority A. #37-0613 = 4-1-1884 B. #37-0614 = 5-1-1889
5. Water is used for the following purposes:
amount A. 3.20cfs for irrigation purposes from April 1 to Oct. 15.
amount B. .80cfs for irrigation purposes from April 1 to Oct. 15.
amount _____ for _____ purposes from _____ to _____
(month/day – both dates inclusive)
6. Total amount of water under right: a. 3.20 cubic feet per second
b. .80 ~~acres feet per annum~~ ^{&/or}
7. Location of original point of diversion is NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 28
Township 5-S Range 16E, B.M., in Lincoln County
Additional points of diversion, if any None

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 $\frac{1}{4}$	
A.	5S	16E	29								40			40	40	40	40	40	240
	5S	16E	32				40												40
B.	5S	16E	29							40									40

1. Amount of water: a. _____ cubic feet per second
b. _____ acre feet per annum
&/or

2. Point of diversion $\frac{1}{4}$ $\frac{1}{4}$ Section Township County Range , B.M., Additional points

3. Place of use:

[illegible]

1.	Change in point of diversion	A=3.20	B=.80	4.00	c.f.s. &/or	acre feet
	a.	Amount of water to be diverted		4.00		

b. Point(s) of diversion	SE	% SW	%, Section	29	Township	55
Range 16E, B.M., Lincoln					County	
Additional points					NW 1/4 SW 1/4, Sec. 28, Twp 55, Rge 16E, B.M., Lincoln County,	

c.	Description of diverting works	Concrete check Dam, headgates, Cipolletti Weir.
----	--------------------------------	---

d. Describe the reasons for applying for a change in the point(s) of diversion To apply water to land more beneficially.

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			
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼
SS	16E	29																
6S	16E	6	22			40												
SS	16E	31														20	15	35
SS	16E	32					33											33
SS	16E	29	40	40	40					30				40				150
SS	16E	29								30								40
6S	16E	6	22			40												62
SS	16E	29																40
			NE¼				NW¼				SW¼				SE¼			
TOTALS																		

Total number of acres to be irrigated 320

- 10



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

5714285 inches per acre.

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.

(Signature of applicant)

Subscribed and sworn to before me this 10th day of February, 1916

26-22-77

(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. 37-0613/37-0614

and said application is hereby

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

1) That the point of diversion in the SE₁SW₄ of Sec. 29 be subject to a 3% conveyance loss and the maximum rate of diversion not exceed 3.88 cfs from this point.

2) A measuring device of a type approved by the Director shall be permanently installed and maintained at both points of diversion.

Witness my hand this 26 day of March, 19 76

R. KEITH HIGGINSON, Director

FOR DEPARTMENT USE ONLY

Protest filed by _____

Copies of protest forwarded by _____

Hearing held by _____
Date _____

denial

approval

Recommended for

Ag

Received by AK Date 2/9/75

Prelim. check by MS. Fee 30.

Received by Date 2-9-76

Published in Am. City Journal

Pub. dates 2-12 & 2-19-76

Watermaster recommendation requested on 7/6/8

rec'd. 2/11/76

AFFIDAVIT of PUBLICATION

RECEIVED

State of Idaho, }
County of Lincoln } SS.

FEB 20 1976

Department of Water Resources
Southern District Office

Laray Trammel, being first duly sworn, deposes and says that he is the printer (publisher) of the Lincoln County Journal, a newspaper published every week in Shoshone, Lincoln County, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 12 day of February

1976, and the date of the last publication was on the 19

day of February, 1976.

Laray A Trammel

Subscribed and sworn to before me this 19

day of February, 1976.
(SEAL)

Mary Ann Hagen
NOTARY PUBLIC

LINCOLN COUNTY JOURNAL

Shoshone, Idaho

COST OF PUBLICATION

Number of Lines in Notice

Number of Insertions

Lines tabular at 315c

56 Lines straight at 21c 11.76

56 Subsequent lines at 15c 8.40

TOTAL COST 20.16

COPY OF NOTICE

(Paste Here)

Water Permit

TITLE OF NOTICE

No A 37-0613

PLAINTIFF ATTORNEY

B 37 0614

Shirk

DEFENDANT

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

NO. A. 37-0613

B. 37-0614

Notice is hereby given that Elwood L. & Florence L. Shirk of Gooding, Idaho has applied to the Department of Water Resources for a change of Place of Use & Point of Diversion of the waters of Little Wood River. The right sought to be changed is evidenced by S.C. Frost VS: Alturas Water Co. and is recorder as follows: Amount: A. No. 37-0613 3.20 cfs Priority: 4-1-1884 B. No. 37-0614 .80 cfs 5-1-1889 Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, Twp. 5S., Rge. 16 E.B.M. Lincoln County. Place of use: The water under decreed right 37-0613 E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, and under decreed right No. 37-0614 SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 29, all in Twp. 5S. Rge. 16E. B.M. Lincoln, County.

TO BE CHANGED AS FOLLOWS

Amount: A. No. 37-0613 3.20 cfs
B. No. 37-0614 .80 cfs

Point of Diversion: SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, Twp. 5S, Rge. 16E. B.M. and NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, Twp. 5S., Rge. 16 E. B.M. all Lincoln County. The water will be used for Irrigation of under decreed right 37-0613, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 31, All Twp. 5S, Rge. 16 E.B.M. and E $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 6, Twp. 6S. Rge. 16E. B.M. Under decreed right 37-0614, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, Twp. 5S., Rge. 16E. B.M.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Dept. of Water Resources, 1041 Blue Lakes Blvd., No., Twin Falls, Idaho 83301, on or before March 1, 1976.

/s/ R. Keith Higginson
Director

Pub: 2-12, 19

RECEIVED

APR 16 1974

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

APPROVED

Department of Water Administration
Southern District Office

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

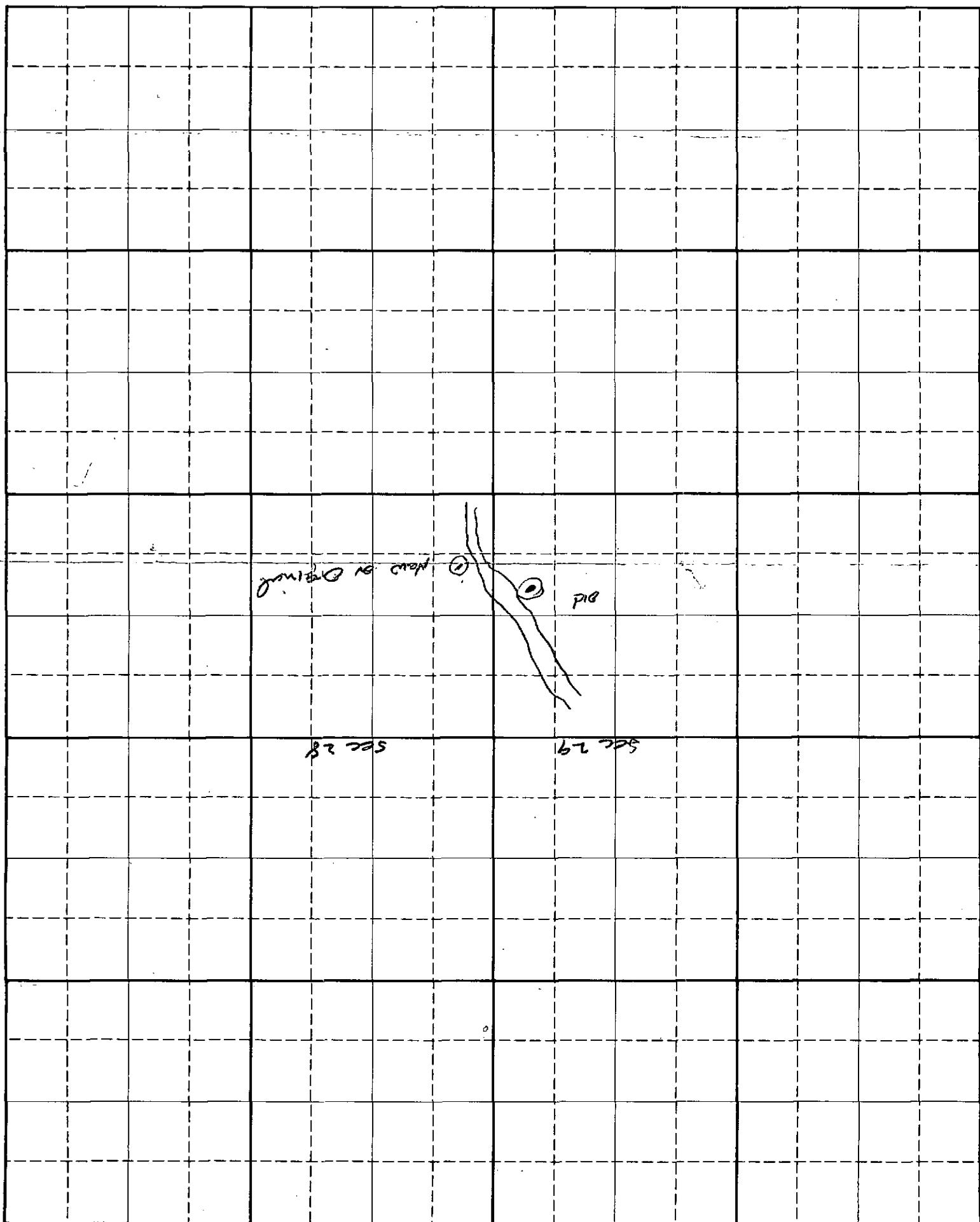
1. Name of Right Holder E.L. Shirk
Post office address Route # 2 Gooding, Idaho
2. Right obtained by: Purchase
a. Decree to Joseph & Anthony Silva in Case of S.C. Frost et al;
(Name)
vs. Alturas Water Co Dated Dec. 13, 1909 4th Judicial District
(Name of Court)
Court. County of Lincoln
b. License No. _____ issued by the State of Idaho, Department of Reclamation.
3. Source of water Little Wood River tributary to _____
(Name of stream or source)
4. Date of Priority April 1 1884
5. Amount of water a. 3.2 c.f.s. and/or
b. _____ acre feet/annum
6. Water is used for Irrigation from April 1st to Sept. 30.
(Month, Day) (Month, Day)
7. Original location of point of diversion is NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28,
Township 5S, Range 16 E, B.M., in Lincoln County;
Additional points of diversion, if any None.
8. Lands presently 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 $\frac{1}{4}$	
5S	16E	32					X												40A
5S	16 E	29											X				X	X	120A

This Application is to change the point of diversion only. The water that will be diverted from the new diversion point is now being used on the land it was made appurtent to in the original decree. This application is to change the point of diversion back to the orginal point of diversion .
Total number of acres presently irrigated _____

MICROFILMED

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



9. If applicant was not the original holder of this right explain how it was acquired:_____

By right of Purchase

10. CHANGE IN POINT OF DIVERSION

a. Quantity to be diverted at new point: 1.6 c.f.s. and/or _____ acre feet

b. New point of diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 28, Township 5S
_____, Range 16E, B.M.

c. Description of method of diversion and conveyance from new points of diversion: Submerged
Orifice and open ditch all have been installed and in use

d. Is water to be conveyed to the lands previously irrigated? Yes X No _____

If not, the place of use should be changed below.

e. Describe the reasons for applying for a change in the point of diversion:

Changing the place that we will pump water from, This is so we
can pump all our water from our own ditch after it has been meas
and diverted from the River. This is a savings of water for us.

f. Do you intend to make the transfer permanent? Yes

g. Do you intend to abandon completely the old point of diversion? Yes.

h. Indicate on the above plat the new point of diversion and lands to be irrigated.

11. CHANGE IN PLACE OF USE

a. Describe the new lands on which you wish to use your right.

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 $\frac{1}{4}$	

Total number of acres to be irrigated _____

b. Do you intend to make the transfer permanent?
c. Are you completely abandoning the lands previously irrigated by this right? If not, explain your plans:

d. Describe any other water rights that you claim for the new ground upon which you wish to transfer this right:

e. Indicate on the above plat the new land to be irrigated and the point of diversion.

I hereby assert that no one will be injured by such transfer and that the change will be made at my own risk. The information contained in this application is true to the best of my knowledge.

(signature of applicant)

(notary public)

My commission expires 4-1-78

**ACTION-OF-STATE-RECLAMATION-ENGINEER
AND CERTIFICATE OF TRANSFER**

This is to certify that I have examined Application for Transfer of Water Rights No. 37-0613

and said application is hereby **APPROVED**

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

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

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

Witness my hand this 15 day of July, 1974

R. KEITH HIGGINSON, Director
Department of Water Resources

FOR DEPARTMENT USE ONLY

Received by LT Date 4-16-74 Prelim. check by Date 4-29-74

Fee received by Date 4-16-74 Fee \$30.00 (1387)

Approved for publication by

Published in Linc. Co. Journal 5-9 & 5-16-74

Hearing held

Watermaster Recommendation sent

AFFIDAVIT of PUBLICATION

RECEIVED

State of Idaho, }
County of Lincoln } SS.

MAY 31 1974

Department of Water Administration
Southern District Office

Darlene Gaskin being first duly sworn, deposes and says that he is the printer (publisher) of the Lincoln County Journal, a newspaper published every week in Shoshone, Lincoln County, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for two consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 9th day of May

19 74, and the date of the last publication was on the 16th

day of May, 19 74.

Darlene Gaskin

Subscribed and sworn to before me this 30th

day of May, 19 74.

(SEAL)

Julien Magoffin
NOTARY PUBLIC

LINCOLN COUNTY JOURNAL

Shoshone, Idaho

COST OF PUBLICATION

Number of Lines in Notice 44

Number of Insertions 2

Lines tabular at 315c

44 Lines straight at 21c

44 Subsequent lines at 15c

TOTAL COST \$15.84

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

No. 37-0613 (307)

Notice is hereby given that E. L. Shirk of Route No. 2, Gooding, Idaho, has applied to the Department of Water Administration for a change the point of diversion of the waters of Little Wood River. The right sought to be changed is evidenced by License No. 37-0613 (307) and is recorded as follows:

Amount: 3.2 cfs - Priority:
April 1, 1884

Point of diversion:
NE¹/₄ SE¹/₄, Sec. 29, T 5S, R 16E,
B.M., Lincoln County.

The water is used for
irrigation purposes from Apr. 1
to Sept. 30 within the NE¹/₄ N-
W¹/₄, Sec. 32; SE¹/₄ SW¹/₄,
S¹/₂ SE¹/₄, Sec. 29, T 5S, R 16E,
B.M.

TO BE CHANGED AS
FOLLOWS:

Amount: 1.6 cfs

Point of Diversion:
NW¹/₄ SW¹/₄, Sec. 28, T 5S, R 16E,
B.M.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Department of Water Administration, 1041 Blue Lakes Blvd. N., Twin Falls, Idaho, on or before May 28, 1974.

R. KEITH HIGGINSON
Director

5-9-2tc-1

PUBLICATION RATES

(Idaho Code, Rev. Statutes 1971)

7 pt. per line, straight	21c
7 pt. per line, tabular	315c
7 pt. per line, successive insertions	15c

No. 1230

Identification No. 37-0613

Transfer No. 307

RECEIVED

APR 1 1968

Department of Reclamation

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

APPROVED

APPLICATION FOR TRANSFER OF WATER RIGHT

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

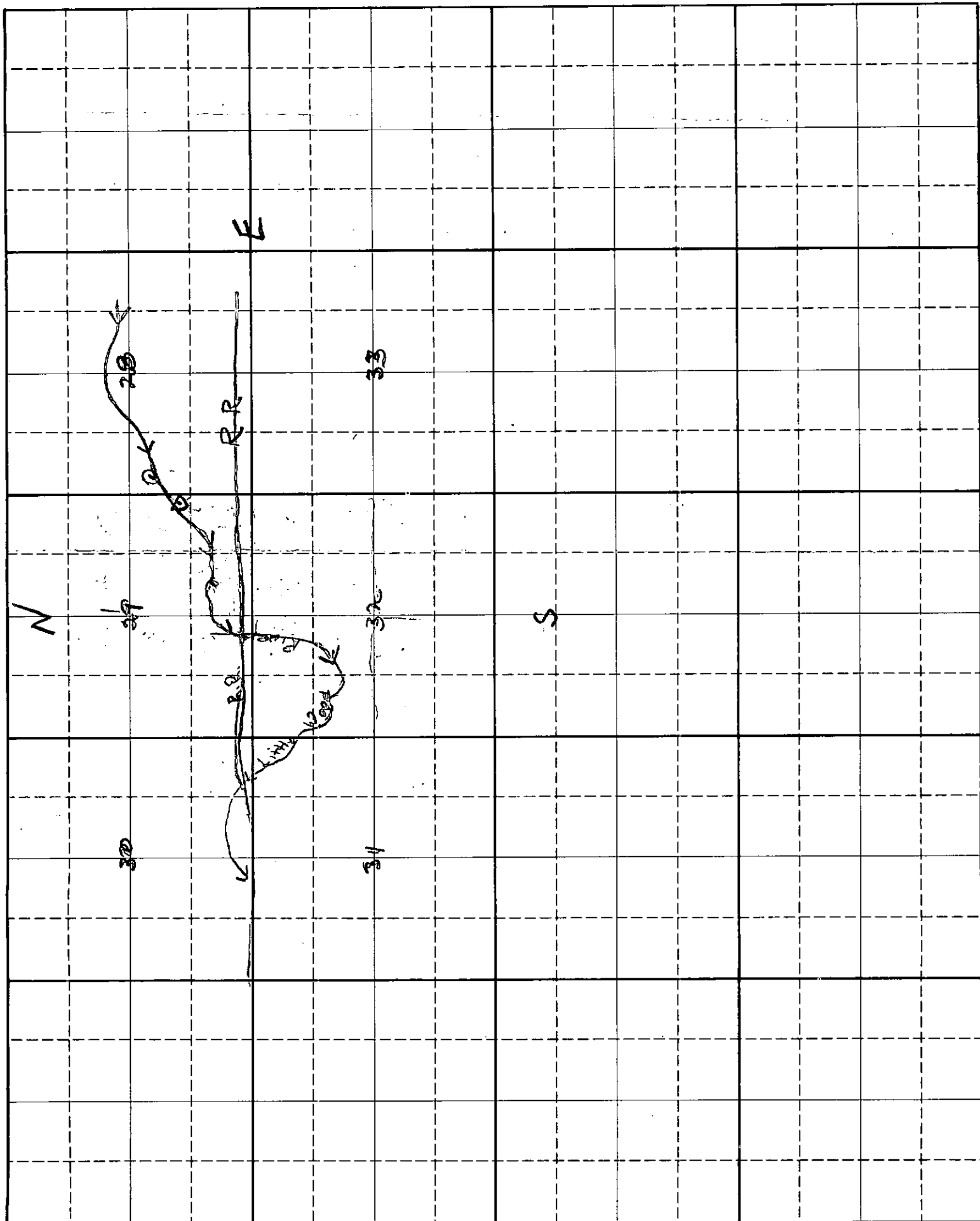
1. Name of Right Holder I Elton Eslinger
Post office address Route 2 Gooding, Idaho 83330
2. Right obtained by: Purchase
- a. Decree to Joseph & Anthony Silva in Case of S.C. Frost et al;
(Name)
vs. Alturas Water Coated Dec. 13, 1909 in 4th Judicial District
(Name of Court)
Court. County of Lincoln
- b. License No. _____ issued by the State of Idaho, Department of Reclamation.
3. Source of water Little Wood River tributary to _____
(Name of stream or source)
4. Date of Priority April 1, 1884
5. Amount of water a. 3.2 c.f.s. and/or
b. _____ acre feet/annum
6. Water is used for Irrigation from April 1st to September 30
(Month, Day) (Month, Day)
7. Original location of point of diversion is Nw $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28,
Township 5 S, Range 16E, B.M., in Lincoln County;
- Additional points of diversion, if any None
8. Lands presently irrigated or place of use:

[illegible]

Total number of acres presently irrigated 160 A

MICROFILM DATA

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



9. If applicant was not the original holder of this right explain how it was acquired:_____

By right of purchase

10. CHANGE IN POINT OF DIVERSION

a. Quantity to be diverted at new point: 1.6 c.f.s. and/or _____ acre feet

b. New point of diversion: NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 29, Township 5S
_____, Range 16 E, B.M.

c. Description of method of diversion and conveyance from new points of diversion: Pump
from River into open ditch .

d. Is water to be conveyed to the lands previously irrigated? Yes X No Y

If not, the place of use should be changed below.

e. Describe the reasons for applying for a change in the point of diversion:

To make more benifical use of the water with less loss.

f. Do you intend to make the transfer permanent? Yes

g. Do you intend to abandon completely the old point of diversion? No

h. Indicate on the above plat the new point of diversion and lands to be irrigated.

11. CHANGE IN PLACE OF USE

a. Describe the new lands on which you wish to use your right.

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 $\frac{1}{4}$	

Total number of acres to be irrigated _____

b. Do you intend to make the transfer permanent?
c. Are you completely abandoning the lands previously irrigated by this right? If not, explain your plans:

d. Describe any other water rights that you claim for the new ground upon which you wish to transfer this right:

e. Indicate on the above plat the new land to be irrigated and the point of diversion.

I hereby assert that no one will be injured by such transfer and that the change will be made at my own risk. The information contained in this application is true to the best of my knowledge.

William H. Miller
(signature of applicant)

Subscribed and sworn to before me this 29 day of March, 1968

James N. Miller
(notary public)

My commission expires _____

**ACTION OF STATE RECLAMATION ENGINEER
AND CERTIFICATE OF TRANSFER**

This is to certify that I have examined Application for Transfer of Water Rights No. 307,
and said application is hereby approved.

1. Approval of said application is subject to the following limitations and conditions:
Subject to 3% streamflow loss leaving a maximum rate of diversion at
the new point of diversion of 1.55 cubic feet per second.
2. Denial of said application is for the following reasons:

Witness my hand this 8th day of August, 1968.

John A. Miller
Deputy State Reclamation Engineer

RECEIVED

APR 26 1968

Department of Reclamation

**NOTICE ON PROPOSED
TRANSFER OF WATER RIGHT**

Notice is hereby given that I. Elton Eslinger of Route 2, Gooding, Idaho, has applied to the State Reclamation Engineer of the State of Idaho for a certificate authorizing him to change the point of diversion of the waters of Little Wood River as follows: Amount: 3.2 cubic feet per second. Priority: April 1, 1884. Point of diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 28, Township 5S., Range 16 E., B.M. Place of Use: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, T. 5 S., R. 16 E.B.M.

To Be Transferred To
Point of diversion: NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 29, Township 5 S., Range 16 E.B.M. Place of Use: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, T. 5 S., R. 16 E, B.M.

And that on the 29th day of April, 1968, at 10:30 a.m., at Room 107, Statehouse, Boise, Idaho, before the State Reclamation Engineer, or his authorized agent, the opportunity will be given to any and all persons to appear and present, for his consideration any reason or reasons why a certificate should not be issued authorizing such transfer.

R. KEITH HIGGINSON,
State Reclamation Engineer.

4-11-18

AFFIDAVIT OF PUBLICATION

**LINCOLN COUNTY JOURNAL
SHOSHONE, IDAHO**

DARLENE GASKILL,
being first duly sworn, says that she is the
MANAGER of

the Lincoln County Journal, a newspaper published weekly at Shoshone, Idaho, having legal publication rights within the State of Idaho, and that the notice, a true copy of which is hereto attached, was

published in said newspaper for two
consecutive weeks, beginning with the issue of

April 11, 1968
and ending with the issue of

April 18, 1968

Darlene Gaskill

Subscribed and sworn to before me this

24th day of April, 1968

Zella Mae Parson
Notary Public, Shoshone, Idaho



RECEIVED

APR 8 1968

Department of Reclamation

Identification No. _____

Transfer No. 307

APPLICATION FOR TRANSFER OF WATER RIGHT

RECOMMENDATION OF WATERMASTER

I, Reid J Newby, watermaster of Little Wood River,
of Water District No. 11-19B, County of Lincoln, State of Idaho,
whose address is Box 128 Shoshone, Idaho 83352,
have read the attached copy of the application for transfer of water right for
I Elton Eslinger, and to the best of my knowledge believe the
(name)
application to be true.

A. I hereby endorse Application for Transfer and recommend that the State
Reclamation Engineer approve the Transfer subject to the following conditions:

streamflow loss to be in the Amount of
390 cfs total transferred. Leaving a balance of
77.6 in to be diverted from River.

OR

B. I do not endorse approval of this Application for Transfer as requested
for the following reasons: _____

Dated at April Shoshone, Idaho, this 5 day of April, 1968.

Reid Newby
(Signature)

RECEIVED
APR 8 1968
DEPARTMENT OF RECLAMATION

July 17, 1981

William L. & Susan &
Edwood L. & Florence Shirk
Rt. 2
Gooding, ID 83330

Dear Sirs,

RE: Transfer of Water Right No.'s 37-0613/0614

Enclosed is a copy of your approved Application for Transfer of the above referenced water rights (Transfer No. 2567). Be sure to note the conditions of approval as listed on the fourth page.

Sincerely,

JIM JOHNSON
Acting Supervisor, Water Allocation Section

Enclosure



APPLICATION FOR TRANSFER OF WATER RIGHT

NO. 37-0613- 37-0614

RECOMMENDATION OF WATERMASTER

RECEIVED

MAR 6 1981

Department of Water Resources
Southern District Office

I, Reid J Newby, watermaster of Little Wood River,
of Water District No. 37-M, County of Lincoln, State of Idaho,
whose address is Box T Shoshone, Idaho 83352
have read the attached copy of the application for transfer of water right for _____
William L. SHirk, and to the best of my knowledge believe the
(name)
application to be true.

A. I hereby endorse the above numbered Application for Transfer and recommend
that the Director of the Department of Water Resources approve the transfer subject to
the following conditions: Normal maintainece of the orginal diversion point

OR

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

Dated at Shoshone, _____, Idaho, this 4 day of March 19 81.

Reid J Newby
(signature)



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301
(208) 734-3578

March 2, 1981

Mr. Reid Newby
Watermaster District 37
Box T
Shoshone, Idaho 83352

Re: Application for Transfer of Water Right No. 37-0613 - 37-0614, - 37-0276C,
37-0276C, 37-0442, 37-1082A,

Dear Mr. Newby:

Enclosed is a copy of an Application for Transfer of a Water Right within your District, and Watermaster's Recommendation Form.

Section 42-222 of the Idaho Code requires that the watermaster must be advised of proposed changes in water rights in the water district and must notify the Department of his recommendation on the application.

Please complete the enclosed recommendation form and return it to this office.

Processing of the application can be completed in 20 days, so your prompt response to this request will be appreciated.

If you have any questions about the application, please contact this office or the applicant.

Very truly yours,

LOREN O. HOLMES
Southern Region Supervisor

LOH:marya

Encl:

NOTICE OF PROPOSED CHANGE IN WATER RIGHTS

NO. 37-0613 & 37-0614

Notice is hereby given that William L. &/or Susan E. &/or Elwood L. &/or Florence L. Shirk of Gooding, Idaho has applied to the Department of Water Resources for a change in the point of diversion and place of use of two rights from the Little Wood River tributary to the Malad River. The rights sought to be changed are evidenced by decrees to Joe & Anthony Silva in the case of S.C. Frost et al vs. Alturas Water Co. et al dated December 13, 1909 in the Fourth District Court, Lincoln County. These rights are also evidenced by Transfer 1938 and are recorded as follows:

37-0613

Amount 3.20 cfs

Priority: April 1, 1884

Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28; SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, T5S, R16E, B.M., in Lincoln Co.

The water is used for irrigation of 280 acres from April 1 to Oct. 15 within the S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 29; S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 31; NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, T5S, R16E; Lt 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$), SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 6, T6S, R16E

37-0614

Amount 0.80 cfs

Priority: May 1, 1889

Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28; SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, T5S, R16E

The water is used for irrigation of 40 acres from April 1 to Oct 15 within the SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, T5S, R16E

TO BE CHANGED AS FOLLOWS:

37-0613

Amount: No change

Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, T5S, R16E, B.M.

Place of Use: S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 29, for irrigation of 240 acres; NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, T5S, R16E for irrigation of 40 acres

37-0614

Amount: No change

Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, T5S, R16E, B.M.

Place of Use: No change

Any protest against the approval of the above proposed change of the right described above must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301, on or before March 30, 1981.

C. STEPHEN ALLRED
Director

Published in the Lincoln County Journal, March 12 and March 19, 1981.

**NOTICE OF PROPOSED
CHANGE OF WATER
RIGHTS
NO. 37-0613 & 37-0614**

Notice is hereby given that William L. &/or Susan E. &/or Elwood L. &/or Florence L. Shirk of Gooding, Idaho has applied to the Department of Water Resources for a change in the point of diversion and place of use to two rights from the Little Wood River tributary to the Malad River. The rights sought to be changed are evidenced by decrees to Joe & Anthony Silva in the case of S.C. Frost et al vs. Alturas Water Co. et al dated December 13, 1909 in the Fourth District Court, Lincoln County. These rights are also evidenced by Transfer 1938 and are recorded as follows:

37-0613

Amount 3.20 cfs

Priority: April 1, 1884

Point of Diversion: NW $\frac{1}{4}$ -SW $\frac{1}{4}$, Sec. 28; SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, T5S, R16E, B.M., in Lincoln Co. The water is used for irrigation of 280 acres from April 1 to Oct. 15 within the S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 29; S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 31; NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, T5S, R16E; L11 (NE $\frac{1}{4}$ NE $\frac{1}{4}$), SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 6, T6S, R16E

37-0614

Amount 0.80 cfs

Priority: May 1, 1889

Point of Diversion: NW $\frac{1}{4}$ -SW $\frac{1}{4}$, Sec. 28; SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, T5S, R16E

The water is used for irrigation of 40 acres from April 1 to Oct. 15 within the SE $\frac{1}{4}$ -NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, T5S, R16E

TO BE CHANGED AS FOLLOWS:

37-0613

Amount: No change

Point of Diversion: NW $\frac{1}{4}$ -SW $\frac{1}{4}$, Sec. 28, T5S, R16E, B.M.

Place of Use: S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 29, for irrigation of 240 acres; NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, T5S, R16E for irrigation of 40 acres

37-0614

Amount: No change

Point of Diversion: NW $\frac{1}{4}$ -SW $\frac{1}{4}$, Sec. 28, T5S, R16E, B.M.

Place of Use: No change

Any protest against the approval of the above proposed change of the right described above must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho, 83301, on or before March 30, 1981.

/s/ C. STEPHEN ALLRED
Director

Pub: 3-12, 19, 1981

*ob
m
3/13/81*

March 2, 1981

Lincoln County Journal
P. O. Box 704
Shoshone, Idaho 83352

Re: Notice of Proposed Change of Water Rights - 37-0613 & 37-0614
Notice of Amendement to a Water Permit No. 36-7512

Gentlemen:

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

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

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

Sincerely,

Mary A. Hill
Sr. Secretary

for

Loren O. Holmes
Southern Region Supervisor

Encl:

Bill submitted: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER ANALYSIS SHEET

INITIAL REVIEW BY: Dan Jundubay

&/or Florence I.

1. Right number 37-0163-0614 Applicant SHIRK, Wm. L. &/or Susan E. &/or Elwood L.

2. Type of right: ☒ Decree ☐ License ☐ Claim

3. Purpose of transfer: ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Other _____

4. Check:

a. ☒ Source ☒ Priority ☒ Amount ☒ Purpose ☒ Period of use

b. ☒ Description of original point of diversion.

c. ☒ Description of original place of use.

5. Amount of land &/or water transferred:

a. ☒ All of right.

b. ☐ Part of right (NOTE! Part B should be filled in only if part of the right is owned by the applicant).

c. ☒ Check description of point(s) of diversion.

d. ☒ Check description of place of use.

e. ☒ Check map (shows p.d. and p.u. after transfer).

f. ☒ Check for correct signature, notarization, and fee.

g. ☒ Check proof of ownership of right &/or land from which water is transferred.

Received
6/16/81

h. ☒ Check for expansion in use of right. Comments None

i. ☒ Check for existing water rights from same source, on land water is being transferred to.

Right number(s) Water being transferred back to lands originally irrigated by rights before 7/24/1938.

j. ☒ Is use within a Watermaster District? ☒ Yes ☐ No

If yes, what district? 37. Reid Newby

FINAL PROCESSING REVIEW BY: _____

1. Watermaster recommendation requested on 3/2/81 Received on 3/6/81

2. Is transfer published correctly? ☒ Yes ☐ No

3. Protest received? ☐ Yes ☐ No

RECOMMENDED ACTION

1. ☒ Approve

2. ☐ Deny

3. Conditions* OIE, 05 (37. Big Wood River)

RECEIVED
JUN 23 1981

Department of Water Resources

4. By ADA Date 6/16/81

Juni 7/14/81 use above conditions
* All uses within Watermaster Districts require special conditions.

March 30, 1976

Re: Transfer No. 1938 (37-0613/37-0614)

Elwood L. & Florence L. Shirk
Route # 2
Gooding, Idaho 83330

Dear Mr. & Mrs. Shirk:

Enclosed herewith is a copy of your approved Application for Transfer of Water Right No. 37-0613/37-0614. We direct your attention to the conditions of approval as listed on the fourth page.

Be sure to note that a special condition requiring you to install and maintain a measuring device at both points of diversion has been placed upon this transfer. Enclosed is a letter describing different types of measuring devices accepted by the Department.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:DR
Enc: Copy of transfer
Information letter

RECEIVED

APPLICATION FOR TRANSFER OF WATER RIGHT

FEB 11 1976

NO. A-37-0613
B-37-0614

Department of Water Resources
Southern District Office

RECOMMENDATION OF WATERMASTER

I, Bettie Lou Newby, watermaster of Little Wood River,
of Water District No. 37M, County of Lincoln, State of Idaho,
whose address is Box N Shoshone, Idaho 83352
have read the attached copy of the application for transfer of water right for _____
Elwood L. & Florence L. Shirk, and to the best of my knowledge believe the
(name)
application to be true.

A. I hereby endorse the above numbered Application for Transfer and recommend
that the Director of the Department of Water Resources approve the transfer subject to
the following conditions: That when the 4.00 cfs of water is transferred
from the original point of diversion that Mr. Shirk stand a
3% loss for the transportation of said water.

OR

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

Dated at Shoshone, Idaho, this 10th day of February 19 76.

Bettie Lou Newby
(signature) Watermaster

February 9, 1976

Lincoln County Journal
P.O. Box 704
Shoshone, Idaho
83352

Gentlemen:

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

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

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

Sincerely,

Michael L. Steele
Southern Regional Supervisor

ms

Bill submitted: _____

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

No. A. 37-0613
B. 37-0614

Notice is hereby given that Elwood L. & Florence L. Shirk of Gooding, Idaho has applied to the Department of Water Resources for a change of Place of Use & Point of Diversion of the waters of Little Wood River.

The right sought to be changed is evidenced by S.C. Frost VS: Alturas Water Co. and is recorder as follows:

Amount: A. No. 37-0613 3.20 cfs Priority: 4-1-1884
B. No 37-0614 .80 cfs 5-1-1889

Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, Twp. 5s., Rge. 16 E. B.M. Lincoln County.

Place of use:

The water under decreed right 37-0613 E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, and under decreed right No. 37-0614 SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 29, all in Twp. 5S. Rge. 16E. B.M. Lincoln, County.

TO BE CHANGED AS FOLLOWS

Amount: A No. 37-0613 3.20 cfs
B.No. 37-0614 .80 cfs

Point of Diversion: SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, Twp. 5S. Rge. 16E. B.M. and NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, Twp. 5S., Rge. 16 E. B.M. all Lincoln County.

The water will be used for Irrigation of under decreed right 37-0613, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 31, All Twp. 5S., Rge. 16 E.B.M. and E $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 6, Twp. 6S. Rge. 16E. B.M. Under decreed right 37-0614, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, Twp. 5S., Rge. 16E. B.M.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Dept. of Water Resources, 1041 Blue Lakes Blvd. No. Twin Falls, Idaho 83301, on or before March 1, 1976

R. Keith Higginson
Director

Published in the Lincoln County Journal on Feb. 12 and Feb. 19.

RECORDED

SHONI LEGAL — le

**NOTICE OF PROPOSED
CHANGE OF WATER RIGHT**

NO. A. 37-0613
B. 37-0614

Notice is hereby given that Elwood L. & Florence L. Shirk of Gooding, Idaho has applied to the Department of Water Resources for a change of Place of Use & Point of Diversion of the waters of Little Wood River. The right sought to be changed is evidenced by S.C. Frost VS: Alturas Water Co. and is recorder as follows: Amount: A. No. 37-0613 3.20 cfs Priority: 4-1-1884 B. No. 37-0614 .80 cfs 5-1-1889 Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, Twp. 5s., Rge. 16 E.B.M. Lincoln County. Place of use: The water under decreed right 37-0613 E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, and under decreed right No. 37-0614 SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 29, all in Twp. 5S. Rge. 16E. B.M. Lincoln, County.

**TO BE CHANGED
AS FOLLOWS**

Amount: A. No. 37-0613 3.20 cfs
B. No. 37-0614 .80 cfs

Point of Diversion: SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, Twp. 5S, Rge. 16E. B.M. and NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, Twp. 5S., Rge. 16 E. B.M. all Lincoln County. The water will be used for Irrigation of under decreed right 37-0613, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 31, All Twp. 5S, Rge. 16 E.B.M. and E $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 6, Twp. 6S. Rge. 16E. B.M. Under decreed right 37-0614, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, Twp. 5S., Rge. 16E. B.M.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Dept. of Water Resources, 1041 Blue Lakes Blvd., No., Twin Falls, Idaho 83301, on or before March 1, 1976.

/s/ R. Keith Higginson
Director

Pub: 2-12, 19

*O.K.C.
2-11-76*

CONTRACT OF SALE

This contract made and entered into this 25th day of February, 1971 by and between I. Elton Eslinger and Enid M. Eslinger, husband and wife, Gooding, Idaho, vendors and Elwood L. Shirk and Florence L. Shirk, husband and wife, Lancaster, California, purchasers.

In consideration of the sum of \$106,000.00 vendors sell and purchasers buy the following described real property situate in the County of Lincoln, State of Idaho, to wit:

Township 5 South, Range 16 East of the Boise Meridian

Section 29: S $\frac{1}{2}$ of the NE $\frac{1}{4}$, SE $\frac{1}{4}$ of the NW $\frac{1}{4}$,
E $\frac{1}{2}$ of the SW $\frac{1}{4}$, SE $\frac{1}{4}$

Section 32: NE $\frac{1}{4}$ of the NW $\frac{1}{4}$

Excepting therefrom the following described tracts:

a. Right of way of Idaho Irrigation Company for ditch, dam and borrow pits, as shown by deed recorded in Book 7 Deeds at Page 406, records of Lincoln County, Idaho.

b. Tract of land conveyed to the Board of Trustees of School District No. 2 of Lincoln County, as set forth in Deed recorded February 9, 1918, in Book 30 Deeds Page 157, records of Lincoln County, Idaho.

c. Tract in SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 29, together with roadway as set forth in Deed to Shoshone Highway District recorded June 23, 1919 in Book 29 Deeds Page 494, records of Lincoln County, Idaho.

d. Tract conveyed to Shoshone Highway District as set forth in deed recorded June 23, 1919 in Book 29 Deeds Page 494, records of Lincoln County, Idaho, with right of reversion to the grantors.

e. Exception as set forth in deed from Idaho Irrigation Company, Limited, a corporation to Big Wood Canal Company, a corporation recorded June 30, 1924 in Book 33 Deeds Page 358, records of Lincoln County, Idaho.

f. Tract in NW corner of NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 32 Twp. 5 S. R. 16 E.B.M. as set forth in deed recorded June 1, 1951 in Book 43 Deeds Page 232, records of Lincoln County, Idaho

IN THE COUNTY OF LINCOLN, STATE OF IDAHO

Together with all appurtenances including but not limited to water rights.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO
Name Street Address City & State

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

POWER OF ATTORNEY

GENERAL

Know All Men by These Presents: That I, Florence L. Shirk

the undersigned (jointly and severally, if more than one) hereby make, constitute and appoint Elwood L. Shirk

my true and lawful Attorney for me and in my name, place and stead and for my use and benefit:

(a) To ask, demand, sue for, recover, collect and receive each and every sum of money, debt, account, legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable) belonging to or claimed by me, and to use and take any lawful means for the recovery thereof by legal process or otherwise, and to execute and deliver a satisfaction or release therefor, together with the right and power to compromise or compound any claim or demand;

(b) To exercise any or all of the following powers as to real property, any interest therein and/or any building thereon: To contract for, purchase, receive and take possession thereof and of evidence of title thereto; to lease the same for any term or purpose, including leases for business, residence, and oil and/or mineral development; to sell, exchange, grant or convey the same with or without warranty; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement;

(c) To exercise any or all of the following powers as to all kinds of personal property and goods, wares and merchandise, choses in action and other property in possession or in action: To contract for, buy, sell, exchange, transfer and in any legal manner deal in and with the same; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement;

(d) To borrow money and to execute and deliver negotiable or non-negotiable notes therefor with or without security; and to loan money and receive negotiable or non-negotiable notes therefor with such security as he shall deem proper;

(e) To create, amend, supplement and terminate any trust and to instruct and advise the trustee of any trust wherein I am or may be trustor or beneficiary; to represent and vote stock, exercise stock rights, accept and deal with any dividend, distribution or bonus, join in any corporate financing, reorganization, merger, liquidation, consolidation or other action and the extension, compromise, conversion, adjustment, enforcement or foreclosure, singly or in conjunction with others of any corporate stock, bond, note, debenture or other security; to compound, compromise, adjust, settle and satisfy any obligation, secured or unsecured, owing by or to me and to give or accept any property and/or money whether or not equal to or less in value than the amount owing in payment, settlement or satisfaction thereof;

(f) To transact business of any kind or class and as my act and deed to sign, execute, acknowledge and deliver any deed, lease, assignment of lease, covenant, indenture, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or of the beneficial interest under deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bottomry, charter-party, bill of lading, bill of sale, bill, bond, note, whether negotiable or non-negotiable, receipt, evidence of debt, full or partial release or satisfaction of mortgage, judgment and other debt, request for partial or full reconveyance of deed of trust and such other instruments in writing of any kind or class as may be necessary or proper in the premises.

Giving and Granting unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, hereby ratifying all that my said Attorney shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my said Attorney shall be applicable to all real and personal property or interests therein now owned or hereafter acquired by me and wherever situated.

My said Attorney is empowered hereby to determine in his sole discretion the time when, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by him pursuant hereto; and in the acquisition or disposition of real or personal property, my said Attorney shall have exclusive power to fix the terms thereof for cash, credit and/or property, and if on credit with or without security.

The undersigned, if a married woman, hereby further authorizes and empowers my said Attorney, as my duly authorized agent, to join in my behalf, in the execution of any instrument by which any community real property or any interest therein, now owned or hereafter acquired by my spouse and myself, or either of us, is sold, leased, encumbered, or conveyed.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

WITNESS my hand this 6th day of Feb., 1976

Florence L. Shirk

State of California,

County of Los Angeles

} ss.

On Feb. 6, 1976

before me, the undersigned, a Notary Public in and for said

State, personally appeared Florence L. Shirk

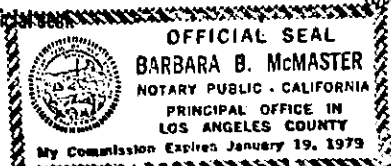
known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Witness my hand and official seal

(Seal)

Barbara B. McMaster

Notary Public in and for said State.



POWER OF ATTORNEY-GENERAL
WOLCOTT'S FORM 1400-REV. 10-62

This standard form covers most situations and is the field indicated. Before you sign, read the full text and make changes, refer to your local laws. Consult a lawyer if you doubt the form is right for you.

CONSENT TO TRANSFER

The undersigned, L. Elton Eslinger and Enid N. Eslinger entered into a contract of sale on the 25th day of February, 1971 wherein and whereby certain lands situate in Section 29 and Section 32, Township 5 South, Range 16 E.B.M. were sold to Elwood L. Shirk and Florence L. Shirk and which said contract of sale is held in escrow by the First Security Bank of Idaho N.A., Gooding Branch, Gooding, Idaho.

Appurtenant to said described real property are certain water rights including a water right for 160 inches of Big Wood River with a priority date of April 1, 1884.

The undersigned do hereby consent and agree that 55 inches of the said water right may be transferred to Lot 1 and the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 6, Township 6 South, Range 16 E.B.M.; SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 31, Township 5 South, Range 16 E.B.M. and E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 31, Township 5 South, Range 16 E.B.M.

A specific condition of this consent, however, is that should the said Elwood L. Shirk and Florence L. Shirk, their successors and assigns, default in any of the terms and conditions of the said contract dated February 25, 1971 then, and in that event, the said Elwood L. Shirk and Florence L. Shirk and their successors and assigns shall cause the said water rights to be transferred back to the lands to which they were originally appurtenant.

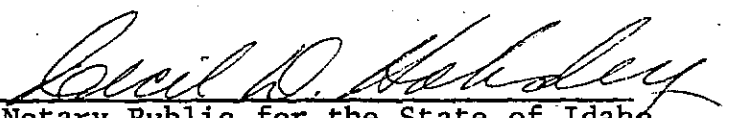
DATED this 9th day of February, 1976.

L. Elton Eslinger
Enid N. Eslinger

STATE OF IDAHO,)
) SS.
County of Gooding)

On this 9th day of February, 1976, before me, the under-
signed, notary public in and for said State, personally ap-
peared ~~LEE~~ Elton ESLINGER and ENID N. ESLINGER, 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 af-
fixed my official seal the day and year in this certificate
first above written.



Notary Public for the State of Idaho
Residing at Gooding, Idaho

State of Idaho, in and for the County of Lincoln:

RECEIVED

JAN 31 1910

OFFICE OF STATE ENGINEER

Front, et al.,
Plaintiffs,
vs.
Water Company, et al.,
Defendants.

Findings of Fact
and
Conclusions of Law

That the Las Vegas Water Company, the Big Cottonwood Canal Company, the Big Wood River Reservoir & Canal Company, the Halley Water Company, the Idaho Electric Supply Company, the Idaho Concrete and Brick Company, the Kilpatrick Brothers Company, the Little Wood River Company, Limited, the Little Wood River Swine Raising Company, the Canal & Reservoir Company, the Shoshone Light & Water Company, the Idaho & Idaho Improvement Company, are corporations, duly organized by virtue of law, and as such are authorized to do business in the State of Idaho, and that the Village of Halley and the Village of Idaho are municipal corporations, organized and existing under the laws of Idaho.

The following named plaintiffs and defendants, claimants and defendants, are the parties to the following described

See page 2

and NE 1/4 of NE 1/4 of Sec. 15, T. 5 S., R. 15 E., containing 160 acres. Also, SW 1/4 of SE 1/4 and S 1/2 of SW 1/4 of Sec. 11, and SE 1/4 of SE 1/4 of Sec. 10, T. 5 S., R. 15 E., containing 160 acres.

Scharff, William D.
and Adolph Heckerd
(Same as Heckerd, Adolph, and William D. Scharff.)

Sharp, James
SE 1/4 of SE 1/4 of Sec. 14, N 1/2 of NE 1/4 of NE 1/4 of Sec. 23, T. 1 N., R. 18 E., containing 60 acres.

Shipp, Elizabeth
NE 1/4 of NE 1/4 of Sec. 22, W 1/2 of NW 1/4 and SE 1/4 of NW 1/4 of Sec. 23, T. 1 N., R. 16 E.

Shipp, Joseph H.
W 1/2 of NE 1/4 and N 1/2 of SE 1/4 of Sec. 22, T. 1 N., R. 18 E.

Shoshone, Village of
Lands situated in NW 1/4 of Sec. 2, T. 6 S., R. 17 E.

Silk, Martin
S 1/2 of SE 1/4 and NE 1/4 of SE 1/4 of Sec. 29, and NE 1/4 of NE 1/4 of Sec. 32, T. 5 S., R. 15 E., containing 160 acres.

Silva, A. I.
S 1/2 of SE 1/4 of Sec. 33, T. 5 S., R. 15 E., NE 1/4 of Sec. 4, T. 6 S., R. 15 E., S 1/2 of NW 1/4, S 1/2 of NE 1/4 and Lot 1, of Sec. 3, T. 6 S., R. 15 E., containing 440 acres.

Silva, Alice
E 1/2 of SW 1/4 and SE 1/4 of Sec. 31, W 1/2 of SW 1/4 of Sec. 32, T. 1 S., R. 15 E., containing 320 acres.

Silva, Arthur D.
NE 1/4 of Sec. 17, T. 5 S., R. 17 E., containing 160 acres. Also, W 1/2 of NW 1/4 of Sec. 16, T. 5 S., R. 17 E., containing 80 acres.

Silva, Joe
and Anthony
SE 1/4 of SW 1/4, and S 1/2 of SE 1/4 of Sec. 29, and NE 1/4 of NW 1/4 of Sec. 32, T. 5 S., R.

16 E. Also, N 1/2 of SE 1/4, and NE 1/4 of SW 1/4 of Sec. 29, T. 5 S., R. 16 E., containing 280 acres. Also, SE 1/4 of NW 1/4 of Sec. 29, T. 5 S., R. 16 E., containing 40 acres.

Silva, Manuel

Lots 1 and 2, NE 1/4 of NW 1/4, and NW 1/4 of NE 1/4 of Sec. 7, T. 5 S., R. 16 E., containing 156 acres. Also, E 1/2 of SW 1/4 and Lots 6 and 7, of Sec. 6, T. 5 S., R. 16 E., containing 155.35 acres.

Silva, Mary

SE 1/4 of NE 1/4, and N 1/2 of NE 1/4 of Sec. 27, and SW 1/4 of SE 1/4 of Sec. 22, T. 1 N., R. 18 E., containing 160 acres.

Simpson, W. D.

NE 1/4 of Sec. 10, T. 2 S., R. 21 E.

Sims, William

S 1/2 of NW 1/4, NW 1/4 of NW 1/4, and S 1/2 of NE 1/4 of Sec. 15, and SW 1/4 of NW 1/4 of Sec. 14, T. 5 S., R. 16 E., containing 240 acres.

Sing, Quong

(Same as Quong Sing.)

Skiles, J. W.

W 1/2 of NW 1/4 and W 1/2 of SW 1/4 of Sec. 15, T. 2 S., R. 12 E.

Slater, Charlotte M.

N 1/2 of SE 1/4 of Sec. 22, T. 5 S., R. 14 E. Also, NW 1/4 of SE 1/4 and N 1/2 of SW 1/4 of Sec. 23, T. 5 S., R. 14 E., containing 120 acres.

Smith, Christina

E 1/2 of NE 1/4, and N 1/2 of SE 1/4 of Sec. 26, T. 1 N., R. 17 E., containing 160 acres. Also, SW 1/4 of SE 1/4 of Sec. 26, T. 1 N., R. 17 E.

Smith, C. H.

160 acres of unsurveyed land.

Smith, Charles C.

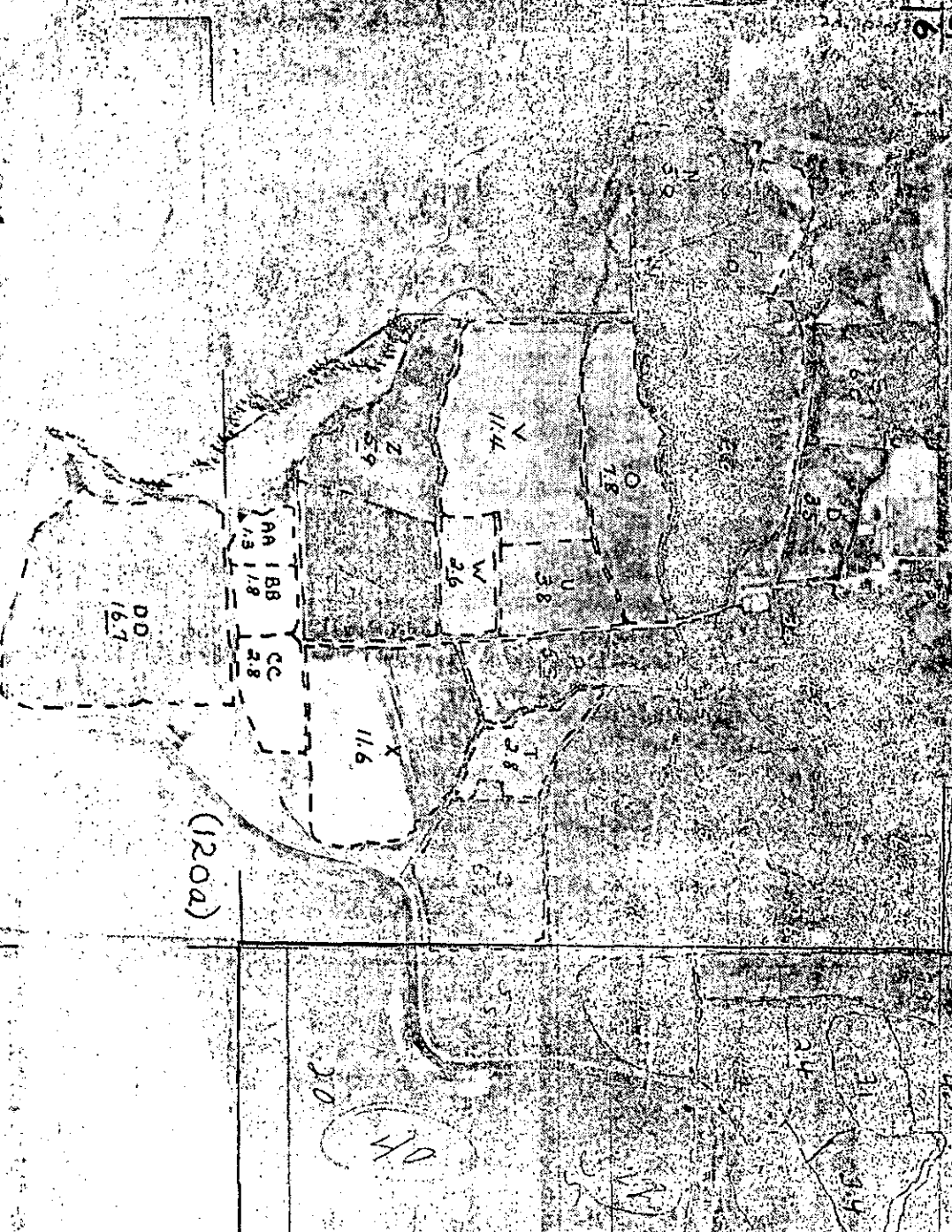
S 1/2 of NE 1/4, NE 1/4 of SE 1/4, and SE 1/4 of NW 1/4 of Sec. 24, T. 1 S., R. 19 E., containing 160 acres.

Smith, Henry E.

SE 1/4 of NW 1/4, NE 1/4 of SW 1/4, and Lots 2

Shipp, Joseph H.	200 inches.	June 3, 1887.	Big Wood River.
Shoshone, Village of	60 "	Nov. 28, 1882.	Little Wood River.
Silk, Martin	120 "	Aug. 15, 1886.	Big Wood River.
" "	40 "	Apr. 15, 1887.	" " "
Silva, A. I.	145 "	Apr. 1, 1884.	Little Wood River. [Also shares in Big Cottonwood Canal Co.]
Silva, Alice	320 "	May 31, 1903.	Upper Malad River.
Silva, Arthur D.	140 "	Apr. 30, 1887.	Big Wood River.
" " "	80 "	June 2, 1903.	" " "
Silva, Joe and Anthony	160 "	Apr. 1, 1884.	Little Wood River.
Do.	40 "	May 1, 1889.	" " "
Do.	"		Also shares in Big Cottonwood Canal Co.
Silva, Manuel	155 "	May 31, 1884.	Big Wood River.
" "	135 "	May 10, 1897.	" " "
Silva, Mary	225 "	June 1, 1887.	" " "
Simpson, W. D.	110 "	June 22, 1884.	Little Wood River. (Also shares in Little Wood River Canal Co.)
Sims, William	160 "	May 1, 1884.	Big Wood River.
" "	65 "	May 1, 1891.	" " "
Sing, Quong			(See Quong Sing.)
Skiles, J. W.	150 "	June 15, 1888.	Monumental Creek.
Slater, Charlotte M.	80 "	Apr. 3, 1882.	Big Wood River.
" " "	120 "	Apr. 3, 1895.	" " "
Snidt, Christina	60 "	Apr. 15, 1889.	Rock Creek.
" "	30 "	June 1, 1886.	" "
" "	All of	May 31, 1886.	Snidt Creek.
Smith, C. H.	140 inches.	June 1, 1891.	Three Mile Creek or Four Mile Creek.
Smith, Charles C.	25 "	May 15, 1904.	Aubrey Creek.
" " "	35 "	June 30, 1885.	Butte Creek.
" " "	35 "	June 15, 1887.	" "

36.31
16



(120a)

40
20

32
15

UNCLASSIFIED

Possession of the property so being sold shall be given to purchaser not later than the 1 day of April, 1971, and henceforth during the life of this contract purchaser agrees to maintain and care for said property and all improvements thereon or to be placed thereon in a good and husband-like manner, so that no waste shall be committed thereon, and no unlawful use made of any part thereof; and he agrees to maintain all buildings and other improvements in as good order and repair as the same now are, reasonable wear and use excepted, and to keep said property free and clear of all liens and encumbrances. Vendor may re-enter at reasonable times for the purpose of making necessary inspections or repairs.

Should purchaser fail or neglect to make timely payment of assessments, any taxes, insurance or other lawful charges against said property, vendor may pay the same, and such sums with interest thereon at the rate of seven per cent per annum shall become a part of and be secured by this contract, and such advancements and interest thereon will be due and payable on the first principal payment date thereafter.

Purchaser expressly agrees that he has personally carefully inspected said property and the whole thereof as to amount of land in cultivation, prevalence of rocks, noxious weeds and other objectionable features, and is exercising his own judgment as to the condition and value of the property he is purchasing, and has not been influenced by any representation by or for vendor other than those contained in this contract.

Any notice to be given to either party in connection herewith must be given in writing, which may be delivered by some third party or sent by certified mail directed to the above address, or such other addresses as may later be furnished in writing.

The provisions hereof shall be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the contracting parties.

Vendor's waiver of any breach or delay on the part of purchaser shall not be a waiver of any subsequent or other breach or delay.

If suit be instituted for the collection of any part of said purchase price or the enforcement of any right hereunder, the successful party shall recover in addition to other relief, such sum as the court shall adjudge reasonable as an attorneys fee.

It is expressly understood and agreed that time is of the essence of this contract and should purchaser fail, neglect or refuse to comply with any of the covenants herein contained all his right, title and interest in and to said property and any and all improvements and additions placed thereon by purchaser shall, at the option of the vendor, be subject to termination and cancellation. Before purchaser's interest may be terminated or cancelled vendor shall give purchaser written notice specifying the particulars in which purchaser is in default, and in the event purchaser complies with all the then-due terms and conditions of this contract within thirty days of said notice, then such notice shall become ineffective, but if purchaser fails to comply with the then-due terms of this contract as required by said notice within such thirty-day period, then this contract will be subject to final and complete termination and cancellation by vendor. In the event of such termination or cancellation of this contract all payments theretofore made by purchaser hereunder, together with all improvements placed upon said property by him, shall be considered as rental for said property during purchaser's occupation and use thereof and as liquidated damages, and immediately upon such termination or cancellation all purchaser's title and interest in or to said property and improvements, and the whole thereof, either in law or in equity, shall completely terminate and be cancelled, and vendor shall be entitled to and shall have immediate and absolute possession, control and ownership of said property, together with any and all improvements placed thereon by purchaser. Advice of cancellation may be given in the same manner as written notices.

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

Elwood L. Shirk
Florence L. Shirk
Purchaser

Elton Eslinger
Enid N. Eslinger
Vendor

STATE OF IDAHO } ss.
COUNTY OF GOODING

On this 31 day of March, 1971, before the undersigned a notary public in and for

said county, personally appeared Elton Eslinger and Enid N. Eslinger, H & W known to me to be the persons whose names are subscribed to the foregoing contract and acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

(SEAL)

James W. DePass
Notary Public residing at Gooding, Idaho

STATE OF CALIFORNIA } ss.
COUNTY OF Los Angeles

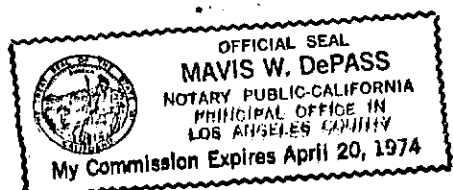
On this 10th day of MARCH, 1971, before the undersigned a notary public in and for

said county, personally appeared Elwood L. Shirk and Florence L. Shirk, H & W known to me to be the persons whose names are subscribed to the foregoing contract and acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

(SEAL)

Mavis W. DePass
Notary Public residing at Gooding, Idaho



July 16, 1974

Re: Transfer No. 37-0613

Mr. E. L. Shirk
Route # 2
Gooding, Idaho 83330

Dear Mr. Shirk:

Enclosed herewith is a copy of your approved Application for Transfer of Water Right No. 37-0613.

Be sure to note that a special condition requiring you to install and maintain a measuring device as part of the diverting works has been placed upon this transfer. We have enclosed a letter describing different types of measuring devices approved by the Department.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:DR
Enclosures

cc: Mr. Reid Newby, Watermaster
Enc: Copy of transfer

bc: Southern District Office

DEPARTMENT OF WATER ADMINISTRATION
- STAFF ANALYSIS -

Item Initial Date

- (1) _____ _____ *Transfer*
Application No. 37-0613 (307) EL Shirell
- (2) QAN 4-24-74 ☒ Source
☒ Point of Diversion
☒ County
☒ Quantity of Water and Period of Use
☒ Description of Diverting Works
☒ Time required for B/U of water
☒ Place of Use or Acres Irrigated
☒ Map
☒ Signature
☒ Fee
- (3) QAN 4-29-74 In form to receipt
Send Copies to:
____ Idaho State Health Department
____ Idaho Fish and Game Department
____ Bureau of Land Management
- (4) _____ _____
____ Request Special Use Permit from U.S.F.S.
____ Request Easement from B.L.M.
____ Request Information from Applicant
- (5) QAN 4-29-74 In form for advertising
- (6) _____ _____ Located within Water District No. _____
- (7) _____ _____ Critical groundwater area: yes _____ no _____
- (8) _____ _____ Groundwater levels:
____ Decline (comment) _____
____ Stable (comment) _____
____ Increasing (comment) _____
- (9) _____ _____ Comments: _____
- (10) LT 5-31-74 Affidavit of Publication received (date) 5-31-74
- (11) _____ _____ Final date for protests 5-28-74
Protests received: yes _____ no ☒
- (12) _____ _____ Date and Place of hearing _____
Decision reached at hearing _____
- (13) _____ _____ All requested information received from agencies or applicant
yes ☒ no _____
- (14) _____ _____ Action recommended:
____ Approve Priority _____
____ Deny Reason for Reduction _____
☒ Measuring device required
____ See attached sheet for additional conditions of approval
____ No additional conditions for approval
- (15) _____ _____ District Southern By B. O. Haynes Date RECEIVED

MICROFILMED

Bob -
Return to me -
dr

JUN 13 1974

Department of Water Administration

APPLICATION FOR TRANSFER OF WATER RIGHT
NO. 37-0613 (307)

RECOMMENDATION OF WATERMASTER

RECEIVED
JUN 28 1974
Department of Water Administration
Southern District Office

I, Reid Newby, watermaster of 37-M,
of Water District No. 37-M, County of Lincoln, State of Idaho,
whose address is Box N, Shoshone, Idaho,
have read the attached copy of the application for transfer of water right for
E. L. Shirk, and to the best of my knowledge believe the
(name)
application to be true.

(A) I hereby endorse the above numbered Application for Transfer and recommend
that the Director of the Department of Water Administration approve the transfer subject
to the following conditions: NO STIPULATIONS

OR

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

Dated at Shoshone, Idaho, this 26th day of June, 19 74

Reid Newby
(signature) Watermaster

#1635

CONTRACT OF SALE

This contract made and entered into this 25th day of February, 1971 by and between I. Elton Eslinger and Enid N. Eslinger, husband and wife, Gooding, Idaho, vendors and Elwood L. Shirk and Florence L. Shirk, husband and wife, Lancaster, California, purchasers.

In consideration of the sum of \$106,000.00 vendors sell and purchasers buy the following described real property situate in the County of Lincoln, State of Idaho, to wit:

Township 5 South, Range 16 East of the Boise Meridian

Section 29: S $\frac{1}{2}$ of the NE $\frac{1}{4}$, SE $\frac{1}{4}$ of the NW $\frac{1}{4}$,
E $\frac{1}{2}$ of the SW $\frac{1}{4}$, SE $\frac{1}{4}$

Section 32: NE $\frac{1}{4}$ of the NW $\frac{1}{4}$

Excepting therefrom the following described tracts:

a. Right of way of Idaho Irrigation Company for ditch, dam and borrow pits, as shown by deed recorded in Book 7 Deeds at Page 406, records of Lincoln County, Idaho.

b. Tract of land conveyed to the Board of Trustees of School District No. 2 of Lincoln County, as set forth in Deed recorded February 9, 1918, in Book 30 Deeds Page 157, records of Lincoln County, Idaho.

c. Tract in SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 29, together with roadway as set forth in Deed to Shoshone Highway District recorded June 23, 1919 in Book 29 Deeds Page 494, records of Lincoln County, Idaho.

d. Tract conveyed to Shoshone Highway District as set forth in deed recorded June 23, 1919 in Book 31 Deeds Page 207, records of Lincoln County, Idaho, with right of reversion to the grantors.

e. Exception as set forth in deed from Idaho Irrigation Company, Limited, a corporation to Big Wood Canal Company, a corporation recorded June 30, 1924 in Book 33 Deeds Page 358, records of Lincoln County, Idaho.

f. Tract in NW corner of NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 32 Twp. 5 S. R. 16 E.B.M. as set forth in deed recorded June 1, 1951 in Book 43 Deeds Page 232, records of Lincoln County, Idaho

IN THE COUNTY OF LINCOLN, STATE OF IDAHO

TOGETHER with all appurtenances including but not limited to water rights.

MICROFILMED

The agreed purchase price is being and shall be paid in the following manner:

(1) The sum of \$1,000.00 has heretofore been paid, receipt of which is hereby acknowledged.

(2) The sum of \$24,000.00 shall be paid concurrently with the execution and delivery hereof.

(3) The deferred balance of \$81,000.00 shall be paid in annual installments of \$6,500.00, or more, the first of such installments to be made on or before the 1st. day of December, 1971 and subsequent installments on or before the 1st. day of December of each year thereafter. The deferred balance shall bear interest at the rate of 6½% per annum from April 1, 1971 and as each payment is made the same shall be applied first to the accrued interest and the balance to principal. Any additional payments shall be applied in the inverse order of maturity.

Concurrently herewith vendors are executing a warranty deed in the usual Idaho form conveying said property to purchasers in accord with this contract. Such deed shall convey marketable title to purchasers subject to existing rights of way and liens or encumbrances made or suffered by purchasers. Such deed shall be deposited with the escrow holder hereinafter named.

It is understood and agreed by and between the parties hereto that vendors are acquiring the described property under the terms and provisions of a certain contract of sale dated December 9, 1965 wherein and whereby C.C. Metz and Lona Metz sold the described premises to vendors. It is understood and agreed that the said described premises are subject to the vendors' lien in that said contract and also subject to the Federal Land Bank mortgage. Vendors covenant and agree to make

all payments as provided in said Metz contract of sale and to make all payments due the Federal Land Bank, as and when the same become due and further covenant and agree that they shall never permit or allow the obligation due Metz, or their assignees and the Federal Land Bank to exceed the unpaid balance of this contract. In the event that the vendors should default in the payment of either the obligation to Metz or the Federal Land Bank, purchasers shall have the right to make such payment or payments and the same shall be a credit on the contract balance herein.

As promptly as the same may be obtained vendors will obtain and submit to purchasers a title insurance company standard form purchaser's title policy and showing the title to said property with liability the same as the purchase price, subject only to the right, title and interest of the said C. C. Metz and Lona Metz and the Federal Land Bank. When the same has been approved by purchasers the policy shall be deposited with the escrow holder hereinafter named.

Purchasers covenant and agree to keep the buildings and improvements on said premises insured against fire in companies satisfactory to vendors in an amount not less than \$22,000.00 or the unpaid balance of this contract whichever is lesser. All policies of insurance so procured shall have an appropriate loss payable clause attached. In the event of loss by fire the proceeds shall be applied to repair or replacement as the case may be. All of such policies shall be deposited with the escrow holder. Vendors agree to transfer the existing insurance on premises to purchasers and purchasers agree to pay the unearned premium on such policy, such sum to be prorated as of April 1, 1971.

All taxes and legal assessments for the year 1970 and previous years have been or will be paid by vendors and all subsequent taxes and legal assessments shall be paid promptly by purchasers as and when the same become due.

It is further understood and agreed that the described premises are presently leased to Ralph Thacker and the vendors, by these presents, do assign, set over and transfer to purchasers all the right, title and interest of vendors in that certain lease between vendors and Thacker, a copy of said lease having been heretofore furnished by vendors to purchasers.

It is further understood and agreed that a dwelling house situate on said premises has heretofore been rented to a third party on a month to month basis and that commencing April 1, 1971 purchasers shall be entitled to the possession of said dwelling house, or the rental therefrom.

Vendors do hereby assign, set over and transfer unto purchasers all their right, title and interest in and to that certain agreement dated April 11, 1966 by and between vendors, as owners, and Gooding Highway District, a copy of such agreement being attached hereto. Vendors covenant and agree to reimburse purchasers to the extent that owners might be obligated under Paragraph 2 of said agreement.

The First Security Bank of Idaho, N.A., Gooding Branch, Gooding, Idaho is hereby designated escrow holder. Its initial charges shall be paid by vendors. There shall be deposited in the said escrow the following documents:

- (1) Original of this contract,
- (2) Original escrow.
- (3) Warranty deed,
- (4) Fire insurance policy, (or evidence of the issuance thereof).

(5) Title insurance policy and any other pertinent papers pertaining to the sale of this property.

The original of this agreement and the escrow agreement shall be and remain the property of the escrow holder. All other of said escrow papers shall be delivered to purchasers on the full performance by them of all the terms and conditions hereof but in the event of the termination or cancellation of this contract in any proper manner the latter papers shall be delivered to vendors.

It is further agreed that the legal charges incurred for the preparation of this contract and other documents shall be paid equally by the parties hereto.

RECEIVED

Possession of the property so being sold shall be given to purchaser not later than the 1 day of April,

1971, and henceforth during the life of this contract purchaser agrees to maintain and care for said property and all improvements thereon or to be placed thereon in a good and husband-like manner, so that no waste shall be committed thereon, and no unlawful use made of any part thereof; and he agrees to maintain all buildings and other improvements in as good order and repair as the same now are, reasonable wear and use excepted, and to keep said property free and clear of all liens and encumbrances. Vendor may re-enter at reasonable times for the purpose of making necessary inspections or repairs.

Should purchaser fail or neglect to make timely payment of assessments, any taxes, insurance or other lawful charges against said property, vendor may pay the same, and such sums with interest thereon at the rate of seven per cent per annum shall become a part of and be secured by this contract, and such advancements and interest thereon will be due and payable on the first principal payment date thereafter.

Purchaser expressly agrees that he has personally carefully inspected said property and the whole thereof as to amount of land in cultivation, prevalence of rocks, noxious weeds and other objectionable features, and is exercising his own judgment as to the condition and value of the property he is purchasing, and has not been influenced by any representation by or for vendor other than those contained in this contract.

Any notice to be given to either party in connection herewith must be given in writing, which may be delivered by some third party or sent by certified mail directed to the above address, or such other addresses as may later be furnished in writing.

The provisions hereof shall be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the contracting parties.

Vendor's waiver of any breach or delay on the part of purchaser shall not be a waiver of any subsequent or other breach or delay.

If suit be instituted for the collection of any part of said purchase price or the enforcement of any right hereunder, the successful party shall recover in addition to other relief, such sum as the court shall adjudge reasonable as an attorneys fee.

It is expressly understood and agreed that time is of the essence of this contract and should purchaser fail, neglect or refuse to comply with any of the covenants herein contained all his right, title and interest in and to said property and any and all improvements and additions placed thereon by purchaser shall, at the option of the vendor, be subject to termination and cancellation. Before purchaser's interest may be terminated or cancelled vendor shall give purchaser written notice specifying the particulars in which purchaser is in default, and in the event purchaser complies with all the then-due terms and conditions of this contract within thirty days of said notice, then such notice shall become ineffective, but if purchaser fails to comply with the then-due terms of this contract as required by said notice within such thirty-day period, then this contract will be subject to final and complete termination and cancellation by vendor. In the event of such termination or cancellation of this contract all payments theretofore made by purchaser hereunder, together with all improvements placed upon said property by him, shall be considered as rental for said property during purchaser's occupation and use thereof and as liquidated damages, and immediately upon such termination or cancellation all purchaser's title and interest in or to said property and improvements, and the whole thereof, either in law or in equity, shall completely terminate and be cancelled, and vendor shall be entitled to and shall have immediate and absolute possession, control and ownership of said property, together with any and all improvements placed thereon by purchaser. Advice of cancellation may be given in the same manner as written notices.

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

Elwood L. Shirk
Florence L. Shirk
Purchaser

I. Elton Eslinger
Enid N. Eslinger
Vendor

STATE OF IDAHO }
COUNTY OF GOODING } ss.

On this 31 day of March, 1971, before the undersigned a notary public in and for

said county, personally appeared I. Elton Eslinger and Enid N. Eslinger, H & W known to me to be the persons whose names are subscribed to the foregoing contract and acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

(SEAL)

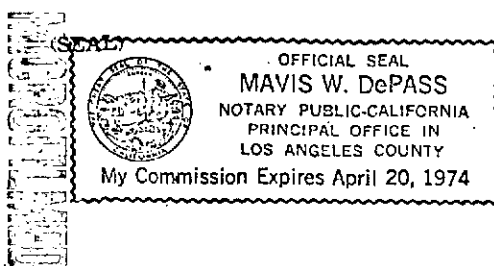
James W. DePass
Notary Public residing at Gooding, Idaho

STATE OF California }
COUNTY OF Los Angeles } ss.

On this 10th day of MARCH, 1971, before the undersigned a notary public in and for

said county, personally appeared Elwood L. Shirk and Florence L. Shirk, H & W known to me to be the persons whose names are subscribed to the foregoing contract and acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.



Mavis W. DePass
Notary Public residing at Gooding, Idaho

LANCASTER, CALIFORNIA

June 25, 1974

Mr. Reid Newby
Box N
Shoshone, Idaho 83352

Dear Reid:

Enclosed is a Recommendation of Watermaster for 37-0613 (307),
E. L. Shirk. Please complete and return as soon as possible so
we may complete processing of the file. Thank you.

Very truly yours,

Bob Hynes
Southern District Engineer

BH:lt

enc.

RECEIVED

June 4, 1974

RE: Application for Transfer 37-0613 (307)

Mr. E. L. Shirk
Route 2
Gooding, Idaho 83330

Dear Mr. Shirk:

Before we can complete processing the application for transfer of point of diversion for water from the Little Wood River owned by you, the Department needs evidence that you own the property to which the water is appurtenant. Please provide us with a copy of your warranty deed and we will complete processing of your application.

If you have any questions, please don't hesitate to contact us.

Very truly yours,

Bob Haynes
Southern District Engineer

BH:lt

RECEIVED
JUN 10 1974
SOUTHERN DISTRICT
ENGINEER

April 29, 1974

RE: Application No. 37-0613 (307) - E. L. Shirk

Lincoln County Journal
P.O. Box 704
Shoshone, Idaho 83352

Gentlemen:

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

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

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

Sincerely,

Bob Haynes
Southern District Engineer

enc.

Bill sent 5-31-74 LT

RECEIVED
FEB 11 1974
DIVISION OF WATER RESOURCES
BOISE, IDAHO

shoni legal

Handwritten signature

**NOTICE OF PROPOSED
CHANGE OF WATER RIGHT
No. 37-0613 (307)**

Notice is hereby given that E.

L. Shirk of Route No. 2,

Gooding, Idaho, has applied to

the Department of Water Ad-

ministration for a change the

point of diversion of the waters

of Little Wood River. The right

sought to be changed is

evidenced by License No. 37-

0613 (307) and is recorded as

follows:

Amount: 3.2 cfs - Priority:

April 1, 1884

Point of diversion:

NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 29, T 5S, R 16E,

B.M., Lincoln County.

The water is used for

irrigation purposes from Apr. 1

to Sept. 30 within the NE $\frac{1}{4}$ N-

W $\frac{1}{4}$, Sec. 32; SE $\frac{1}{4}$ SW $\frac{1}{4}$,

S $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 29, T 5S, R 16E,

B.M.

Amount: 1.6 cfs

Point of

Diversion:

NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, T 5S, R 16E,

B.M.

Any protest against approval

of the above proposed change of

water right must be filed with

the Idaho Department of Water

Administration, 1041 Blue

Lakes Blvd. N., Twin Falls,

Idaho, on or before May 28, 1974.

**R. KEITH HIGGINSON
Director**

5-9-21c-1

**TO BE CHANGED AS
FOLLOWS:**

OK

*ok
5-9-74
LT*

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

No. 37-0613 (307)

Notice is hereby given that E. L. Shirk of Route #2, Gooding, Idaho, has applied to the Department of Water Administration for a change of the point of diversion of the waters of Little Wood River. The right sought to be changed is evidenced by License No. 37-0613 (307) and is recorded as follows:

Amount: 3.2 cfs

Priority: April 1, 1884

Point of diversion: NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 29, T 5S, R 16E, B.M., Lincoln County.

The water is used for irrigation purposes from Apr. 1 to Sept. 30 within the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32; SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 29, T 5S, R 16E, B.M.

TO BE CHANGED AS FOLLOWS:

Amount: 1.6 cfs

Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, T 5S, R 16E, B.M.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Department of Water Administration, 1041 Blue Lakes Blvd. N., Twin Falls, Idaho, on or before May 28, 1974.

R. KEITH HIGGINSON
Director

Published in the Lincoln County Journal on May 9 and May 16, 1974.

RECEIVED
MAY 16 1974

April 29, 1974

RE: Application No. 37-0613 (307)

Mr. E. L. Shirk
Route #2
Gooding, Idaho 83330

Dear Mr. Shirk:

Enclosed is your Receipt No. 13887 for Check No. 92-166 in the amount of \$30.00 for the above application for transfer of a water right which was received in this office 4-16-74.

Sincerely,

Lydia L. Tippet
Secretary

enc.

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

WATER DISTRICT NO. 37 & 37M

P.O. Box N
Shoshone Idaho 83352
886-2041

March 19, 1974



REID J. NEWBY
Watermaster

RECEIVED
MAR 20 1974

Department of Water Administration
Boise, Idaho 83707

Department of Water Administration
Statehouse Annex 2
Boise, Idaho 83707

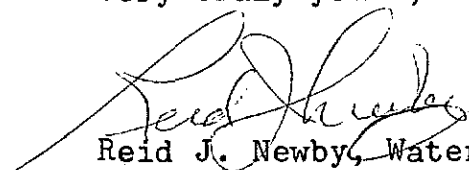
Dear Sir:

In March of 1968 Elton Eslinger made an application for change of point of diversion thru your office. and to this date we have received no approved notification.

Please advise as to the status of this application.

Thank you.

Very truly yours,


Reid J. Newby, Watermaster

RJN:bl

RECEIVED

March 21, 1974

Re: Transfer No. 37-0613
Elton Eslinger

Mr. Reid J. Newby, Watermaster
Water District No. 37 & 37 M
P.O. Box N
Shoshone, Idaho 83352

Dear Mr. Newby:

Pursuant to your letter of March 19th, please find enclosed a copy of the above referenced transfer of water right.

Please note the condition of approval as listed on the fourth page.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

ddr
Enclosure

RECEIVED
MAR 22 1974
WATER RIGHTS DIVISION
SALT LAKE CITY, UTAH

August 9, 1968

Re: Transfer of Water Right
Change in Point of Diversion #307

I. Elton Eslinger
Route 2
Gooding, Idaho 83330

Dear Mr. Eslinger:

Enclosed please find a copy of your approved application for transfer of water right, Change in Point of Diversion #307.

Please contact us if we can be of further assistance.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:dj

Enc: Copy of approved transfer

C
O
P
Y

RECEIVED
AUG 14 1968
BUREAU OF RECLAMATION

DON SAMUELSON
GOVERNOR



R. KEITH HIGGINSON
State Reclamation Engineer

STATE OF IDAHO

DEPARTMENT OF RECLAMATION
STATEHOUSE - ANNEX 2
BOISE, IDAHO 83707

July 23, 1968

RECEIVED

JUL 30 1968

Department of Reclamation

Re: Application for Transfer
I. Elton Eslinger

I. Elton Eslinger
Route 2
Gooding, Idaho 83330

Dear Mr. Eslinger:

Please be advised that we have not yet received the \$1.00 recording fee for the above referenced application for transfer.

This transfer can be approved as soon as we receive this fee.
Please remit promptly.

Very truly yours,

Donald W. McEldowney
Donald W. McEldowney
Appropriation Examiner

DWM:dj

On 5/17/68 I sent \$1.00 check for recording fee with recording fee written on it. On back it is stamped "Pay to order of State Treasurer, Dept. of Rec. and then stamped "for deposit only Treas. State of Idaho"

Mayon Ruth Mon
May 24, '68.

Signed: I. Elton Eslinger

receipt #904

July 23, 1968

Re: Application for Transfer
I. Elton Eslinger

I. Elton Eslinger
Route 2
Gooding, Idaho 83330

Dear Mr. Eslinger:

Please be advised that we have not yet received the \$1.00 recording fee for the above referenced application for transfer.

This transfer can be approved as soon as we receive this fee. Please remit promptly.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:dj

C

O

P

Y

ENCLOSURE

May 1, 1968

C
Re: Application for Transfer
I. Elton Eslinger

O
I. Elton Eslinger
Route 2
Gooding, Idaho 83330

Dear Mr. Eslinger:

P
Your application for transfer of water right has been advertised and the protest period is up. Therefore, the application can be approved as soon as we receive a \$1.00 recording fee.

Please remit promptly.

Very truly yours,

Y
Donald W. McEldowney
Appropriation Examiner

DWM:dj

RECEIVED
MAY 1 1968
IDAHO DEPT. OF AGRICULTURE
BOISE

NOTICE OF PROPOSED TRANSFER OF WATER RIGHT

Notice is hereby given that I. Elton Eslinger of
Route 2, Gooding, Idaho, has applied to the State Reclamation Engineer of the
State of Idaho for a certificate authorizing him to change the point of diversion
~~and/or place of use of the~~ of the waters of Little Wood River as follows:
Amount: 3.2 cubic feet per second. Priority: April 1, 1884
Point of diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 28, Township 5 S., Range 16 E., B.M.
Place of Use: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 29; NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, T. 5 S, R. 16 E, B.M.

To Be Transferred To

Point of diversion: NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 29, Township 5 S., Range 16 E. B. M.
Place of Use: SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 29; NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, T. 5 S, R. 16 E, B.M.

And that on the 29th day of April, 1968, at 10:30 o'clock A.M.,
at Room 107, Statehouse, Boise, Idaho, before the State Reclamation Engineer,
or his authorized agent, the opportunity will be given to any and all persons to
appear and present, for his consideration any reason or reasons why a certificate
should not be issued authorizing such transfer.

R. Keith Higginson

R. KEITH HIGGINSON
State Reclamation Engineer

Published in the Lincoln County Journal on April 11 and April 18, 1968.

RECORDED

April 2, 1968

Re: Application for Transfer

I. Elton Eslinger
Route 2
Gooding, Idaho 83330

Dear Mr. Eslinger:

We have mailed the notice of proposed transfer of water right to the Lincoln County Journal to be published once a week for two consecutive weekly issues, April 11 and April 18, 1968.

Please furnish the Department of Reclamation with an affidavit of publication prior to April 29, 1968.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:dj

RECEIVED
APR 11 1968
BUREAU OF RECLAMATION
WASHINGTON, D.C.

April 2, 1968

Re: Application for Transfer
I. Elton Eslinger

Lincoln County Journal
Shoshone, Idaho 83352

Gentlemen:

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

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

The expense of the publication is to be paid by I. Elton Eslinger, Route 2, Gooding, Idaho, to whom you should furnish an affidavit of publication on or prior to April 29, 1968.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:dj

Enc: legal notice

April 2, 1968

Re: Application for Transfer
I. Elton Eslinger

Reid J. Newby
P. O. Box 128
Shoshone, Idaho 83352

Dear Mr. Newby:

Enclosed please find a form, "Recommendation of Watermaster."
We would appreciate your reading the enclosed copy of an application
for transfer filed by I. Elton Eslinger and commenting on it.

Thank you very much for your cooperation.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:DJ

Enc: Recommendation of Watermaster
Copy of transfer

March 15, 1968

Re: Application for Transfer

I. Elton Eslinger
Route #2
Gooding, Idaho 83830

Dear Mr. Eslinger:

We are returning your application for transfer, received by the department on March 1, 1968. After reviewing your application for transfer at some length, it is apparent that for the department to evaluate properly your application for transfer, we will require you to submit your application on our current application form.

We are enclosing blank application for transfer forms for your use in this matter. Our main problem seems to lie in determining what number of acres you wish to include in your current use of the water.

If we can assist you in any manner, please feel free to contact us.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:ks

Enclosure: Application for transfer form
Original application for transfer

UNRECORDED