

45-04045

Identification No. _____

Claim No. 45-4045

Map No. _____

**STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION**

CLAIM TO A WATER RIGHT

Established by Diversion and Application to Beneficial Use

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. **The filing of this claim does not confirm the water right but will serve for information purposes only.** It may, however, become the basis for future adjudication of the water right by the Court.

(Please refer to the instructions on the back of this form)

1. Name of claimant Estate of Willard Cranney, Deceased
post office address c/o Michael Cranney, Oakley, Idaho

2. The point of diversion is in SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 32 Township 12 South
Range 22 East B.M. located on Deep well

tributary to _____ in Cassia County.
(name of source)

3. Dates of priority claimed: list the priority for each separate quantity that you claim. Priority dates should be based upon the earliest diversion of the water which has resulted in continued beneficial use since that time. If there has been an interval of five years or greater when the water was not beneficially used for the same purpose as originally appropriated, the priority that you claim should date from the time that the water was again beneficially applied following the period of non-use.

a. Date of priority claimed:

July 1, 1959 amount: 6.0 c.f.s. or _____ acre feet
_____ amount: _____ c.f.s. or _____ acre feet
_____ amount: _____ c.f.s. or _____ acre feet
Total claimed 6.0 c.f.s. or _____ acre feet.

b. Explain the purpose for which the water has been used and the time during the year when you have used the right claimed:

use irrigation period of use from March 1 to Nov. 1 (both dates inclusive)
use stock use period of use from Nov. 1 to March 1 (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive).

4. Description of diverting works:

a. Surface water diversion dam and/or headgate: material is composed of _____
_____ ; length is _____ feet; height is _____ feet;
width at bottom is _____ feet; width at top is _____ feet; explain any increase in diversion capacity since structure was first built, giving dates and estimated capacities if known _____

b. Underground water diverting works: is well flowing or pumped pumped ; depth of well is 1000 feet; diameter of well is 20 inches; type of pump is turbine
capacity of pump is 2700 g.p.m.; name and address of well driller is Rex Weech, Burley, Idaho.

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attach well logs if available; has there been any change in pump or motor since well was first completed
no; if so, give dates and explain _____

c. Conveying works: length of ditch to place of use is 3/4 Mi. ~~xx~~ feet; width of ditch at top is 6 feet; width of bottom of ditch is 2 feet; depth of water is 2 feet; grade of ditch per 1000 feet is 1 1/2 feet; material through which ditch passes is cement ditch; maximum length of pipe line to first place of use is --- feet; diameter of pipe line is --- inches; type of pipe ----; grade of pipe per 1000 feet is ----. Please explain any changes or increase in size of conveying system since water was first appropriated, giving date and dimensions if possible cement ditch constructed approx. 1966

d. If water is stored: name of reservoir _____;
total capacity of reservoir is _____ acre feet; active capacity of reservoir is _____ acre feet;
year construction commenced _____; year completed _____; date first used _____
period of storage is from _____ to _____; is reservoir drained each year _____;
is reservoir on or off stream _____ explain _____

if feeder canal is used give maximum carrying capacity _____ c.f.s.; if reservoir is off stream, describe location of reservoir by 40-acre subdivisions _____

has there been any enlargement of the reservoir since it was first built _____, if so, give dates and describe _____

5. a. Where water is used for irrigation, describe area irrigated by 40-acre subdivisions and give total acres:

[illegible]

Total number of acres to be irrigated 620

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

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

6. Where water is used for stock watering, give number of each kind of stock watered _____
200 Head of cattle

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

8. Where water is used for other purposes not above enumerated, give the nature of use, the extent of use,
and any details regarding the initiation of the right or subsequent later expansion. Be as specific as possible,
giving dates and quantities _____

9. Remarks: please explain any details of your claim which you feel need clarification or additional explanation
The water has been diverted and utilized continuously since
July 1959 on the lands indicated herein. The application
has been to a beneficial use in irrigation March to November
each year with some stock watering November to March.

State of Idaho

County of Ada } ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the
foregoing claim to a water right, together with all attached information and that the matters and facts therein are
true to the best of the affiants knowledge.

ESTATE OF WILLARD CRANNEY, DECEASED

By: Saul Clark

Saul Clark Claimant Personal Representative

Sworn to before me this 4th

day of

April

19 73

tive

[Signature]
Notary Public

Residing at Boise, Idaho

My commission expires 10-20-1976

Leit #10144

For Department Use Only

Received by ef Date 4-6-73

Exception filed by: _____

Forwarded to
claimant by: _____

Date _____

Prelim. check by D Date 4-6-1973

Fee received by ef Date 4-6-73 Fee \$ 10.00

Approved for publication by MB

Published in South Idaho Press Dates 4-24 &
alw 5-1-73

45-4045

RECEIVED
MAY 15 1971
Department of Water Administration
45-4045

INSTRUCTIONS

Your claim should set forth all necessary information to describe your claimed right. Failure to give enough information may make your claim of little value. Some of the items in the form may not apply to your situation. Please use additional sheets if space provided is not sufficient to fully answer the questions.

Paragraph No.

1. Give full name and post office address of person or company making the claim.
2. Describe the point of diversion by 40-acre subdivision. Give the name of the source, the drainage to which it is tributary if surface water, and the county in which the point of diversion is located. If there is more than one point of diversion, list others in the remarks section.
3. Give the priority dates and the quantities of water that you claim. You should accurately list the dates that you initiated each new use of the water. List separately the dates and amounts of water involved in each enlargement of the diversion. (Example: If you diverted 0.8 c.f.s. of water for irrigation on May 18, 1871, for the first time for use on 40 acres of land, and then later you enlarged the diversion by diverting an additional 0.4 c.f.s. of water to irrigate an additional 20 acres of land on June 1, 1901, your right should be described as follows:

Date of priority claimed:	May 18, 1871	amount:	0.8 c.f.s. or	acre feet
	June 1, 1901	amount:	0.4 c.f.s. or	acre feet
	Total claimed:		1.2 c.f.s. or	acre feet

Since the water was used for irrigation between April 1 and October 31 on that particular farm, part b. would be completed as follows:

use irrigation period of use from April 1 to October 31 (both dates inclusive). If the water had been used for any other purpose, you would have described the priority date, amount, use, and period of use in a similar manner.

4. Describe the diversion works and explain any changes since the right was first initiated.
5. If the water is used for irrigation, give the total acreage and list the lands irrigated by 40-acre subdivisions and complete the other questions.
- 6, 7, & 8. Describe any other uses of water.
9. In the remarks section, give any information or details that you feel are not fully covered or that need clarifying. You might explain your operation, where the water is returned to if for an industrial or non-consumptive right, the condition and temperature of the returned water, and any other information to help explain your claim.

You may wish to include as a part of your claim, affidavits of witnesses who are familiar with your right and who have a personal knowledge of the circumstances which you have described in your claim. You may submit maps, drawings, certified copies of posted notices which may have been filed in the county courthouse, water measurement records, or any other document which you feel will support your claim.

Your claim will be advertised in a county newspaper for two weeks. Exceptions to your claim which dispute the water right that you have described may be received by the Department of Reclamation and you will be provided a copy of such exceptions.

The fee for filing this claim with the Department of Water Administration, Statehouse, Annex 2, Boise, Idaho, 83707, is \$10.00.

**IDAHO POWER COMPANY
SALES SERVICE AGREEMENT**

DISTRICT Oakley RATE SCHEDULE No. 25 ACCT. No. 0091 2530

Connected Load
300 H.P. 440 Volts 3 Phase 1 Wire
 H.P. Volts Phase Wire
 H.W. Volts Phase Wire

Willard Cranney Oakley, Idaho
 (Name) (Mailing Address)

herein called Customer, agrees to receive and pay for, and IDAHO POWER COMPANY, herein called Company, agrees to supply electric service to the amount of 250 KW in the form of three phase alternating current at approximately 60 cycles per second and 440 volts, for Customer's irrigation operations, at or near Oakley, in Cassia County, State of Idaho for a term of Seven (7) year(s) from and after May 1, 1962, in accordance with and subject to the Company's rules and regulations and Schedule No. 24, as now or hereafter in effect at the time of delivery of service. The point of delivery of power shall be where the Company's wires or apparatus are connected with those of the Customer at or near SW 1 NE 1 of Section 32 T. 12S R. 22E M. E

All payments shall be made at Company's office at Oakley, Idaho. The Customer agrees to pay, regardless of the amount of power actually consumed, the minimum charges as provided in the rate schedule, rules and regulations applicable to service hereunder. A copy of the rate schedule and the rules and regulations as now in effect are attached hereto as part of this agreement.

In consideration of the special investment to be made by the Company in extending its lines and facilities to supply the Customer's pumping power service requirements, Customer guarantees a minimum annual payment in the amount of \$2211 to the Company during the term of this contract, such annual minimum to run with the land and pumping power service hereinabove referred to and to be payable by the Customer's successors or assigns as a condition of service during the term of this agreement.

This agreement supersedes an agreement dated May 15, 1961 due to the addition of two contiguous water pumps.

Date May 10, 1962

Attest
 Witness

Attest
 Witness

W.O. No.

1010-2M-2-62

Willard Cranney

Customer.

IDAHO POWER COMPANY

By [Signature]

Its SALES MANAGER

Its

9377(4) 45-4045

LEFT

IDAHO POWER COMPANY
ELECTRIC SERVICE AGREEMENT

DISTRICT Oakley RATE SCHEDULE No. 24 ACCT. No. 09644530

Connected Load
300 H.P. 440 Volts 3 Phase 4 Wire
H.P. Volts Phase Wire
K.W. Volts Phase Wire

Willard Cranney

(Name)

Oakley, Idaho

(Mailing Address)

herein called Customer, agrees to receive and pay for, and IDAHO POWER COMPANY, herein called Company, agrees to supply electric service to the amount of 250 KW, in the form of three phase alternating current at approximately 60 cycles per second and 440 volts, for Customer's irrigation operations, at or near Oakley, in Cassia County, State of Idaho for a term of five (5) year(s) from and after May 1, 19 61, in accordance with and subject to the Company's rules and regulations and Schedule No. 24, as now or hereafter in effect at the time of delivery of service. The point of delivery of power shall be where the Company's wires or apparatus are connected with those of the Customer at or near SW 1/4 NE 1/4 of Section 32 T. 12S R. 22E M. B

All payments shall be made at Company's office at Oakley, Idaho. The Customer agrees to pay, regardless of the amount of power actually consumed, the minimum charges as provided in the rate schedule, rules and regulations applicable to service hereunder. A copy of the rate schedule and the rules and regulations as now in effect are attached hereto as part of this agreement.

In consideration of the special investment to be made by the Company in extending its lines and facilities to supply the Customer's pumping power service requirements, Customer guarantees a minimum annual payment in the amount of \$1915 to the Company during the term of this contract, such annual minimum to run with the land and pumping power service hereinabove referred to and to be payable by the Customer's successors or assigns as a condition of service during the term of this agreement.

In the event Customer's installation for which service is to be supplied hereunder is not operated, or is abandoned for any reason whatsoever within five (5) years, from the date of this contract, the Customer shall pay to the Company the agreed amount of \$1900, representing the non-salvage cost of the electric facilities removed. Excess cost, if any, will apply towards this non-salvage cost.

This contract supersedes the contract dated July 7, 1959 by reason of adding a 7 1/2 HP contiguous sump pump.

Dated May 11, 1961

Attest
Witness

Attest
Witness

W.O. No.

1010-2M-1-61

Customer.

IDAHO POWER COMPANY

By

Its

DIVISION MANAGER

LIFT

New 320

(6311)
1484

45-4045

**IDAHO POWER COMPANY
ELECTRIC SERVICE AGREEMENT**

DISTRICT Oakley

RATE SCHEDULE No. 21

ACCT. No. 69 47642530

Connected Load:

H.P.	<u>140</u>	Volts	<u>3</u>	Phase	<u>1</u>	Wire
H.P.		Volts		Phase		Wire
K.W.		Volts		Phase		Wire

William Schaufelberger
(Name)

Oakley, Idaho
(Mailing Address)

herein called Customer, agree to receive and pay for, and IDAHO POWER COMPANY, herein called Company, agrees to supply electric service to the amount of 250 amperes, in the form of 3 phase alternating current at approximately 60 cycles per second and 110 volts, for Customer's operations, at or near Oakley, in Cassia County, State of Idaho, for a term of 1 year(s) from and after May 1, 1959, in accordance with and subject to the Company's rules and regulations and Schedule No. 21, as now or hereafter in effect at the time of delivery of service. The point of delivery of power shall be where the Company's wires or apparatus are connected with those of the Customer at or near Oakley of Section 12 T. 22 S. R. 1 E. M. 1.

All payments shall be made at Company's office at Oakley. The Customer agrees to pay, regardless of the amount of power actually consumed, the minimum charges as provided in the rate schedule, rules and regulations applicable to service hereunder. A copy of the rate schedule and the rules and regulations as now in effect are attached hereto as part of this agreement.

In consideration of the special investment to be made by the Company in installing the facilities to supply the Customer's premises, the Customer shall pay to the Company, during the term of this contract, such annual minimum charges as shall be determined by the Company, to be payable by the Customer, as provided in the rate schedule, during the term of this agreement.

In the event the facilities for which service is to be supplied hereunder is not used for any reason whatsoever within five (5) years, from the date of this contract, the Customer shall pay to the Company the agreed amount of 1100.00, representing the irretrievable cost of the electric facilities provided.

[Handwritten signatures and stamps in the bottom right corner, including "ASB" and "47642530"]

Dated July 7, 1959
Attest Witness A H Schaufelberger

[Handwritten signature of William Schaufelberger]
Customer.

Attest
Witness

IDAHO POWER COMPANY,

By A D Bailey
Its Director

E.R. of W.O. No. 1010-1500-2-59

LIFT

New

6311

45-4048

LAYNE & BOWLER PUMP COMPANY

MANUFACTURERS OF

DEEP WELL TURBINE PUMPS

LAYNE & BOWLER PUMP COMPANY, a Corporation, of Los Angeles, Los Angeles County, California, hereinafter called the Seller, and WILLARD CRANNEY of OAKLEY, IDAHO, in the county of CASSIA and State of IDAHO hereinafter called the Buyer, do hereby agree upon the 1 day of JULY 1959, as follows:
 Seller agrees to furnish and to sell the following described Machinery to the Buyer F.O.B. Oakley, Idaho.
 To wit:

ONE COMPLETE TURBINE PUMP AS FOLLOWS1 - 25 A.C. 12 Discharge Head w/ 12" Discharge Outlet440 ft. 10" Column Pipe 3" Tube & 1 15/16" Shaft1 - 10 ft. x 12" Discharge Pipe1 - 10 ft. x 10" Suction Pipe & Strainer6 - Stages 1 1/2" R.M. Bowls1 - 300 H.P. U.S. Motor 1800 R.P.M. 440 Volts 60 Cycle 3 Phase w/ X.H.T.1 - 300 H.P. 440 Volt Increment Starter w/ Push Button Station & 3rd. Leg Protection1 - 600 Amp - 600 Volt Disconnect Switch3 - 450 Amp - 600 Volt FusesLighting Protection & Phase Failure RelayInstallation Wiring & One Test Included

SERVICE REQUIREMENTS

Pumping capacity in gallons per minute 2400 Revolutions per minute 1770
 Lift below surface 435 Ft. Lift above surface 0 Ft. Total Lift 435 Ft.

Shipment to be made in about 3 days after receipt and approval of order.

LEGAL DESCRIPTION

Land upon which said pump and equipment will be installed:

Detail of Section

Section _____ Township _____ Range _____ County CASSIA State IDAHO

PRICE:

Buyer agrees to buy said Machinery and to pay Seller at Los Angeles, California, the total purchase price of Eighteen Thousand Four Hundred Dollars \$ 18,400.00

TERMS:

Cash \$4600.00 Due July 10, 1959
 Balance \$13800.00 Payable as follows: \$4600 July 10, 1960
\$4600 July 10, 1961 \$4600 July 10, 1962

The buyer agrees to execute a promissory note for the unpaid balance, payable in accordance with the terms of this contract and bearing interest at the rate of 7 percent per annum.

MAKE ALL REMITTANCES PAYABLE TO LAYNE & BOWLER PUMP COMPANY

P.O. Box 6991, Los Angeles 22, California

DUPLICATE

45 4046

Seller guarantees that the pump herein specified, at the time of installation, and should appear, under proper and normal use, that any parts prove defective within one year after the installation of the pump, and Buyer gives Seller immediate written notice thereof within said year. Seller agrees to furnish, f. o. b. Los Angeles, new parts to replace the same, but Seller shall not be liable for any loss or damage by reason of defective workmanship or material beyond replacing defective parts as aforesaid, and Buyer shall pay all costs of labor and other expense incurred in making such replacements. In case of failure of the machinery hereinafter described to perform the said specified duty, Seller in accordance with guarantee reserves the right to replace it with other machinery which will perform said duty, or shall return money paid on price of the machinery and take back the machinery, and if the machinery is taken back and the money is returned, Seller shall be liable for no damage whatever under this contract or otherwise and shall be fully released from every provision, guarantee and warranty thereof.

The capacity, speed, lift, and all other service requirements and guarantees and/or warranties herein stated shall be considered as met if it is found the well is crooked to the extent that the mechanical operation of the pump is impaired, or if the well does not properly furnish the pump with the amount of clean, non-aerated and/or non-gaseous water, free from sand, detritus and/or other foreign substances, called for herein within the total head or lift specified herein.

Seller makes no warranties nor guarantees whatsoever, either express or implied, of material or equipment not of its own manufacture.

Regardless of the method of bookkeeping, or of the form of invoice that may be used by Seller, it is agreed that the title to the machinery furnished hereunder shall remain in Seller until the entire purchase price and interest, whether the same or any part thereof be evidenced by notes, judgments or otherwise, and any renewals or extensions thereof shall have been fully paid by Buyer in lawful money of the United States, it being further agreed that payment for all expense, labor and materials furnished by Seller and not included in the contract price shall become immediately due and payable upon presentation of invoice to Buyer and may be deducted from any moneys paid by Buyer on the contract price without relieving Buyer of the obligation to make all payments in accordance with the terms of this agreement notwithstanding any such deduction, and the machinery shall remain the personal property of Seller until fully paid for, whether or not the same is attached to realty or other property, and Seller agrees to perform all acts which may be necessary to perfect and assure retention of title in Seller. Buyer agrees to pay to Seller when due all bills for additional parts, service or equipment ordered, and any payments made by Buyer shall be first applied to amounts so owing, if any, next to interest, and then to said purchase price. Buyer agrees that the title to all equipment, repairs, new parts or accessories placed upon said pump and equipment shall immediately pass to Seller, and the same shall remain in Seller until the complete performance by Buyer of all Buyer's obligations under this agreement. Buyer, pending full payment hereunder, shall not, without Seller's prior written consent, assign this agreement, or sell, lease or encumber, or permit to be encumbered, the said machinery, or remove said machinery from address of original installation or delivery.

Buyer shall keep said machinery in good condition and repair at his own expense and shall permit Seller to examine same at any time. Buyer shall pay all taxes and assessments of every character levied against said machinery. Any and all loss, damage or injury of or to said machinery by theft, fire or any other cause or casualty, shall be at Buyer's risk and shall not release Buyer from purchasing and paying for said machinery in full, in accordance with the terms hereof.

Time is expressly made of the essence hereof with respect to the performance of the obligations hereunder assumed by Buyer, and the acceptance by Seller of part or full payment of any sums past due, or the waiver of a breach of any covenant hereof, shall not be construed to be a waiver by Seller of this provision or of any continuing or subsequent defaults on Buyer's part. In the event of the failure of Buyer to make any payment herein provided for, or to perform any of the terms or conditions hereof, in the manner or within the time herein provided for, or in the event of the insolvency, receivership or bankruptcy of Buyer, or the attachment or seizure of said machinery under legal process, or in the event of the sale, assignment, transfer, mortgage, pledge, encumbrance, hypothecation or other disposal of said machinery, or any part thereof, or of this contract, or any interest therein, made or suffered by said Buyer, without the prior written consent of Seller, then, in any such event said Buyer shall be and be deemed in default hereunder.

In the event of any such default, at the option of Seller, without demand or notice, (a) all amounts provided to be paid hereunder, whether evidenced by notes or otherwise, shall become immediately due and payable; and (b) Buyer's right to the use and possession of said machinery shall immediately terminate, and Seller may, without demand or notice, retake possession thereof, and remove same from any premises, by legal action or otherwise; and (c) Seller may sue for the purchase price or any part thereof then unpaid and for all other amounts payable hereunder; or (d) Seller may, without demand or notice, resell the said machinery at public or private sale, and after deducting all expenses and attorney's fees incurred herein as hereinafter provided, credit the net proceeds thereof to the unpaid balance due under this contract, and Buyer agrees to pay Seller any deficiency remaining under this contract after such sale is completed and the net proceeds applied thereon; or, in lieu of such resale, (e) Seller may credit the reasonable value of said machinery, as determined by it, less all expenses and attorney's fees herein incurred, as hereinafter provided,

to the unpaid amounts due under this contract, in which event said Buyer agrees to pay Seller, after said amount has been credited to Buyer's account as aforesaid, any difference or deficiency that may exist or remain due or unpaid.

In the event of any such default, in lieu of enforcing this contract by any of the remedies hereinabove provided, Seller may at its option declare this contract terminated, and in such event (a) all of the right, title and equity of Buyer in and to said machinery or any part thereof, and in and to this contract, or any interest therein, shall immediately cease and terminate and revert to Seller; and (b) Seller shall be released from all obligations to transfer or deliver said machinery to said Buyer; and (c) all sums of money theretofore paid and all sums then due and unpaid by Buyer to Seller hereunder shall remain the sole property of Seller, and shall be considered as compensation for the use, wear, tear and depreciation of said machinery; and (d) Buyer agrees to pay Seller forthwith all payments and interest then due and unpaid hereunder as part compensation for the use of said machinery; and in the event of such termination of this contract, (e) Buyer's right to the use and possession of said machinery shall immediately terminate, and Seller may, without demand or notice, retake possession thereof, and remove same from any premises, by legal action or otherwise.

Seller shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not estop nor prevent Seller from pursuing any other remedy hereunder, and any repossession, retaking or sale of the machinery pursuant to the terms hereof shall not release Buyer until the purchase price has been paid in full, nor shall the institution of suit for the purchase price or any part thereof prevent Seller from later retaking possession of said machinery by legal action or otherwise; and in the event suit is brought by Seller or its assigns for the enforcement of this contract or any of the terms thereof, or affecting said machinery or this contract, Buyer hereby waives the right to change of venue or to change of place of trial from the court originally acquiring jurisdiction, and hereby consents and agrees that such court may retain jurisdiction. Buyer agrees to repay to Seller any expenses incurred in enforcing this contract or in recovering possession of said machinery, or in collecting any sum due hereunder, including reasonable attorney's fees actually incurred, whether legal action is brought or not.

Buyer hereby agrees to furnish a straight, plumb well, adequately cased, of correct proportions and construction for the immediate and ready installation of the above described pump and equipment, with water and pumping conditions as stated above, and agrees that Seller shall not be responsible or liable for damages to or loss of the well occasioned by installation, pumping, or any act or work done in or about the installation and operation of said pump and equipment. Seller is not to be held responsible for settling of foundation or for damage caused to pumps by such settling. In case a test is desired of the pump furnished, it is understood that Seller will make such a test in its test laboratory at its facility, free of cost, provided Buyer wishes same and notice in writing is given five days before shipment is to be made. If field tests are desired, it is understood that Buyer is to furnish and set a suitable water-measuring device and suitable instrument for measuring power, and Buyer will also pay all costs of such tests as well as the engineer's time and expenses.

The specified shipment and installation are both subject to any delay on the part of Buyer in supplying Seller with any data required by Seller, and are subject to any delay caused by or due to any act or to any changes in data, shipment, installation or otherwise of Buyer's instance, and to delays caused by fires, floods, strikes, accidents, transportation, civil or military authority, or any other causes beyond Seller's control. The receipt of the machinery by Buyer shall constitute acceptance of delivery under the terms hereof, and shall be and is a waiver of any and all claims for loss or damage due to delay.

Seller shall not be liable for damage or for consequential damage, particularly including loss or damage for diminution or failure of crops, shortage of water, or inability or failure to supply same, whether due to improper installation or performance of the machinery or otherwise, nor shall Seller be liable for collapsing, telescoping, separating or otherwise injuring the well, it being understood and agreed by Buyer that this work is uncertain and precarious in its nature. Should Seller be delayed in making or fail to make installation by virtue of some defect in the well, or by virtue of the well not being in condition to receive the pump, then Buyer will reimburse Seller for time lost and expenses incurred during such delay, and will also reimburse Seller for the reasonable value of its services in removing or attempting to remove such defects or attempting to put the well in condition for the installation of the pump, all of which Seller is hereby authorized to do if it chooses. Should Seller finally consider installation impossible, then Buyer will pay the installed price of the machinery less a rebate to Buyer equaling the difference between the reasonable value of Seller's efforts in attempting the installation and the price above specified for installation or the usual price for such installation if none is expressly specified above. Should the pump be lost or damaged before complete installation by virtue of some defect in, or the construction or behavior of the well, then Buyer will reimburse Seller for such loss or damage.

Buyer agrees that he has read this instrument and that it expresses his complete contract with Seller, all oral stipulations being waived by both parties. In order to afford Seller a proper opportunity to check the terms, conditions and provisions herein, this contract shall not become binding upon Seller until it is approved and signed by Seller at its home office by its authorized executive officer. No subsequent amendment hereof shall be binding upon Seller unless reduced to writing and signed by an authorized executive officer thereof.

LAYNE & BOWLER PUMP COMPANY

By _____ Salesman

Approved and signed at its home office in Los Angeles, California, this

day of _____, 19____

By _____

I hereby accept the foregoing on the day and date first above written, and at the price and on the terms, conditions and provisions therein named.

(Buyer's Mailing Address)

Buyer's Signature



LAYNE AND BOWLER • P.O. BOX 892 • 1760 KIMBERLY ROAD
TWIN FALLS, IDAHO 83301 • (208) 733-4278

March 17, 1973

To Whom It May Concern:

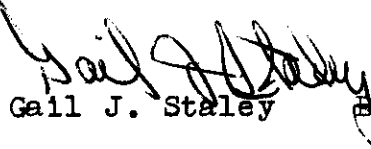
The following is the results of capacity checks made on two pumps for the Cranney Brothers of Oakley, Idaho. These pumps were checked February 19 and 20, 1973.

#1- 400 H.P. 'Layne' Pump located in Section _____;
Township _____; Range _____; Cassia County, Idaho.
This pump produced 3150 G.P.M.

#2- 300 H.P. 'Layne & Bowler' Pump located in Section 32;
Township 12; Range 22 E; Cassia County, Idaho.
This pump produced 2700 G.P.M.

Yours truly,

Layne & Bowler Pump Company


Gail J. Staley Branch Manager

45-4045



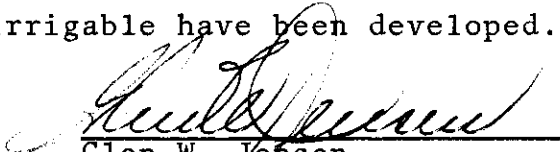
UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL STABILIZATION AND CONSERVATION SERVICE
Cassia County ASC Office
2209 Overland Avenue, Burley, Idaho 83318

To Whom It May Concern:

Records of the Cassia County ASC Committee show that the irrigation well located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 32 Township 12 Range 22 EBM has been used to irrigate lands owned by the Willard Cranney Estate and described as follows:

NW $\frac{1}{4}$, SW $\frac{1}{4}$, and NE $\frac{1}{4}$ Section 29 Township 12S Range 22 EBM, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ all in Section 28 Township 12S Range 22 EBM.

Development commenced about 1959 through 1964. As of this date total acres irrigable have been developed.


Glen W. Jensen
County Executive Director

45-4046

15
SNAKE RIVER



HYDRO POWER

IDAHO POWER COMPANY

Oakley, Idaho
March 13, 1973

Subject: Account 09642530
Station # 172
SW 1/4 NE 1/4 S32 T12S R22E Boise

To whom it may concern:

Be it known that this pump installation has been connected and used each and every irrigation season since its original installation, 1959.

Seasonal use records, available from 1959, are as follows:

<u>Year</u>	<u>Connected HP</u>	<u>Kilowatt hours</u>	<u>Maximum Demand</u>
1959	300	350,560	
1960	300	1,299,040	
1961	300	1,118,160	
1962	300	923,440	
1963	300	1,164,800	
1964	300	824,320	284
1965	300	684,800	285
1966	300	1,308,160	290
1967	300	1,200,480	289
1968	320	964,720	289
1969	320	1,018,240	316
1970	425	1,521,840	400
1971	425	1,265,120	404
1972	425	1,074,800	344

Sincerely,

Vaughn Demer
District Manager

VD:cm

45-4045

LAYNE AND BOWLER PUMP COMPANY

WELL TEST REPORT

125-14P

ED7935

NAME Ranny

DATE 2-19-73

LOCATION _____ SEC. _____

RANGE _____ T. _____

WELL DEPTH _____ WELL SIZE _____

CASING _____

TEST PUMP DEPTH _____

ORIFICE SIZE 8X6

STATIC WATER LEVEL _____

STARTING TIME _____

TIME	PUMPING LEVEL	ORIFICE READING	G.P.M.	MINERS INCHES	
315	125 hp	~~30.5~~	717	80	
	* 300 hp	32	* 2300	300	Cons. Rights
	<u>400 hp</u>	38 +	<u>31.508</u>	350	Under Pump

REMARKS:

STANDARD-TWIN FALLS

45-4045

RECEIVED

Willard Evannoy

Oakley, Idaho

Legal location SE corner of SW 1/4 of NE 1/4 S32 T22 R2E
TIME 5/6/59 - 7/13/59

Size of hole	20" 0-449	16" 445-575	12" 575-1000
Swl.	60' at 60-80'	Swl 282' at 760'	
	80' at 80-160'	284' at 775'	
	160' at 160-250'	291' at 800'	
	280' at 280	293' at 830'	
		304' at 890-1000'	

Casing

249' of 20 O.D. x 1/4 installed with drilling operation
502' of 16 O.D. x 1/4 installed after completion of
well and set in as full string and cut off with
Mills perforator at depth of 230 feet, upper
part pulled from well. This casing equipped
with one foot of doubled pipe on bottom
for shoe. Top of liner not swaged.
This liner perforated in strata 460'-490'
with cutting torch before installation,
perforations 3/4 x 8 row of eight per 3-4'
(later perforated with Mills knife from 300'-460'
8 to 10 to row - rows 2 to 3 feet apart)

formation

0-8 tan clay
8-25 Gravel
25-195 Tan clay w/ gravel
195-215 Brown clay w/ some gravel
215-247 Tan clay
247-267 Black lava
267-315 Tan clay w/ some gravel

46-404B



- 315-330 Hard black lava
- 330-341 Broken rock + clay
- 341-355 Grey lava, hard + broken w/ Grey clay
- 355-455 Hard clay w/ coarse sand
- 455-490 Red rhyolite, broken
- 490-555 Reddish brown rhyolite (sep cutt.)
- 555-587 " " " loose w/clay
- 587-675 " " " Solid w/clay
- 675-688 Black rhyolite w/red clay
- 688-703 Red + black clay w/rock
- 703-714 Red-brown rhyolite w/clay
- 714-717 " " " Solid
- 717-726 " " " decomposed
- 726-814 Brown rhyolite (1750-768) (clean cuttings)
- 814-828 Red rhyolite
- 828-842 Brown rhyolite
- 842-855 Clay + broken rhyolite
- 855-864 Black + red rhyolite
- 864-895 Black rhyolite w/talc (lost cutt 874-881)
(clean cutt. 881-895)
- 895-925 Brown + Grey rhyolite (partial loss of cutt
(clean cutt 900-905 + 910-915) 895-900)
- 925-1000 Grey rhyolite w/Grey clay
(clean cuttings 954-992, sep cutt
992-1000 water dirty)

SOUTH IDAHO PRESS

BURLEY, IDAHO

AFFIDAVIT OF PUBLICATION

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

Ruth Chambers, being first

duly sworn, deposes and says that she is the

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

The South Idaho Press for 2

consecutive weeks, commencing with the issue

dated April 24 1973, and ending

with the issue dated May 1 1973.

Ruth Chambers

Subscribed and sworn to before me

this 2nd day of May

1973.

Edith Raustadt Notary Public

Cost of Publication 13.68

Notary Fee

Total Cost

My commission expires October 23, 1975

73-130 Southern District Office
NOTICE OF CLAIM FOR WATER
RIGHT
NO. 45-4045

Notice is hereby given that Estate of Willard Cranley, Deceased, c/o Michael Cranley, Oakley, ID has filed a claim to a water right established by diversion and application to beneficial use of 6.0 cubic feet per second of water from a groundwater source with point of diversion in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 32, T. 12S, R. 22E, B.M., Cassia County.

The water is claimed to be used from March 1 to Nov. 1 for the irrigation of 620 acres and from Nov. 1 to March 1 for stockwater purposes with a priority of July 1, 1959; the place of use is within the W $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 28; NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$, Sec. 29; SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 20, T. 12S, R. 22E, B.M.

Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, 1041 Blue Lakes Boulevard North, Twin Falls, Idaho, 83301.

R. KEITH HIGGINSON

Director

Published in the South Idaho Press, Burley, ID on April 24 and May 7, 1973.

45-4045

SOUTH IDAHO PRESS

BURLEY, IDAHO

AFFIDAVIT OF PUBLICATION

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

Edith Raustadt, being first

duly sworn, deposes and says that she is the

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

The South Idaho Press for *2*
consecutive weeks, commencing with the issue
dated *April 24* 19 *73* , and ending
with the issue dated *May 1* 19 *73* .

Edith Raustadt

Subscribed and sworn to before me
this *2nd* day of *May*
19 *73* .

Edith Raustadt Notary Public

Cost of Publication *13.68*

Notary Fee

Total Cost

My commission expires October 23, 1975

73-130

**NOTICE OF CLAIM TO A WATER
RIGHT**

NO. 45-4045

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Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, 1041 Blue Lakes Boulevard North, Twin Falls, Idaho, 83301.

R. KEITH HIGGINSON
Director

Published in the South Idaho Press, Burley, ID on April 24 and May 1, 1973.

45 4045

May 11, 1973

RE: Claim to a Water Right No. 45-4045 - Estate of Willard Cranney, Deceased

Mr. Michael Cranney
Estate of Willard Cranney, Deceased
Oakley, ID 83346

Dear Mr. Cranney:

The Department of Water Administration has completed the processing of your claim to a water right for the Estate of Willard Cranney, and no further action is authorized under Sections 42-225a and 42-225b of the Idaho Code. Your claim will be retained in our files and will be available at any time for use by you or the court.

As you are aware, the filing of your claim does not, in itself, guarantee you a water right; it only records and preserves the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included in your claim file, you may have that information or evidence added at any time. Please refer to your claim number when corresponding with this office.

We are enclosing, for your records, a copy of the claim. If you have any questions or if we can be of further assistance, please feel free to call upon us.

Very truly yours,

Bob Haynes
District Engineer
Southern District

BH:alw
Enc: Copy of claim

45-4045

April 12, 1973

RE: Claim No. 45-4045 - Estate of Willard Cranney, Deceased

South Idaho Press
Box 100
Burley, ID 83310

Gentlemen:

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

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

An affidavit of publication must be submitted to the Department along with the publication bill. In order to receive payment, the following certification must appear on the bill:

"I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid."

(signature of claimant)

Very truly yours,

Bob Haynes
District Engineer
Southern District

BH:alw

Enc: Legal Notice

Bill submitted 5-4-73 by alw

45-4045

NOTICE OF CLAIM TO A WATER RIGHT

NO. 45-4045

Notice is hereby given that Estate of Willard Cranney, Deceased,
c/o Michael Cranney, Oakley, ID
has filed a claim to a water right established by diversion and application
to beneficial use of 6.0 cubic feet per second ~~XXX FEET PER ANNUM~~
of water from a groundwater source
with point of diversion in the S4NE1/4, Sec. 32, T. 12S, R. 22E, B.1.,
Cassia County

The water is claimed to be used from March 1 to Nov. 1 for the
irrigation of 620 acres and from Nov. 1 to March 1 for stockwater purposes
with a priority of July 1, 1959;
the place of use is within the W1/2SW1/4, W1/2SW1/4, Sec. 32, T. 12S, R. 22E, B.1.,
SE1/4SW1/4, Sec. 20, T. 12S, R. 22E, B.1.

Any exception to this claim of water right may be filed with the Idaho
Department of Water Administration, 1041 Blue Lakes Boulevard North, Twin
Falls, Idaho, 83301.

R. KEITH HIGGINSON

Director

Published in the South Idaho Press, Burley, ID
on April 24 and May 1, 1973

45-4045

73-130

OK 4-18-73

NOTICE OF CLAIM TO A WATER
RIGHT

NO. 45-4045

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Any exception to this claim of water right may be filed with the Idaho Department of Water Administration, 1041 Blue Lakes Boulevard North, Twin Falls, Idaho, 83301.

R. KEITH HIGGINSON
Director

Published in the South Idaho Press, Burley, ID on April 24 and May 1, 1973.

Shon-sh

April 6, 1973

RE: Claim to a Water Right No. 45-4045 - Estate of Willard Cranney, Deceased

Mr. Richard K. Smith
Parsons & Smith
137 West 13th Street
Durley, IA 53313

Dear Mr. Smith:

Attached is your Receipt No. 19144 for \$10.00 for the above referenced Claim to a Water Right which was received in our office under the above date.

Very truly yours,

Bob Haynes
District Engineer
Southern District

BH:alw

Enc.

45-4045

WILLIAM A. PARSONS
RICHARD K. SMITH
KENNETH L. PEDERSEN

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

April 5, 1973

RECEIVED

APR 6 1973

P. O. BOX 910

Department of Water Administration

RECEIVED

APR 6 1973

Department of Water Administration
SAC, Boise, Idaho

Mr. R. Keith Higginson
Department of Water Administration
State House
Boise, Idaho

Re: Claim To A Water Right Filing

Dear Mr. Higginson:

Respectfully submitted is the Claim To A Water Right, the same being filed by the Estate of Willard Cranney. Supporting documents are attached thereto.

Also enclosed is our draft for \$10.00 for filing.

Thank you.

Very truly yours,

PARSONS & SMITH

Richard K. Smith
Richard K. Smith

any

RKS/dmj
Encl.

48-4045