

45-04018

Identification No. _____

Claim No. 45-4018 P

Map No. _____

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
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 Golden Grigg, Vanness Anderson and G. T. Newcomb, partners
post office address P. O. Box 246, Ketchum, Idaho 83340

2. The point of diversion is in SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 28 Township 11 South
Range 22 East B.M. located on Well
(name of source)

tributary to _____ in Cassia County.

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

a. Date of priority claimed:

May 1, 1960 amount: 4.8 c.f.s. or _____ acre feet
_____ amount: _____ c.f.s. or _____ acre feet
_____ amount: _____ c.f.s. or _____ acre feet
Total claimed 4.8 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 May 1, 1960 to October 1, 1960 (both dates inclusive)
use _____ period of use from each year continuously (both dates inclusive)
use _____ period of use from _____ (both dates inclusive)
use _____ period of use from _____ to _____ (both dates inclusive).

4. Description of diverting works:

Negative

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 480 + or - feet; diameter of well is 20 inches; type of pump is 200 HP Deep Well Turbine
capacity of pump is 2160 g.p.m.; name and address of well driller is _____
_____ ;

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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 No feet; width of ditch at top is _____ feet; width of bottom of ditch is _____ feet; depth of water is _____ feet; grade of ditch per 1000 feet is _____ feet; material through which ditch passes is _____; maximum length of pipe line to first place of use is 1320 feet; diameter of pipe line is 12 inches; type of pipe Aluminum; grade of pipe per 1000 feet is None. Please explain any changes or increase in size of conveying system since water was first appropriated, giving date and dimensions if possible The water is distributed through a sprinkler system with a 75 HP booster pump delivering 2160 gpm through 1 1/4 miles of aluminum main, 12", 10", 8" to twelve 4" x 1/4 mile laterals with 99 sprinklers every 40'.

- d. If water is stored: name of reservoir No; 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:

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
11 S	22E	28									X	X	X	X					160
11 S	22E	29													X	X	X	X	160

Total number of acres to be irrigated 320

Explain any significant increase in area irrigated since first use, give dates and acreages if known
Acreage was increased from 240 acres in 1960 to 320 acres in 1961.

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 No

7. Where water is used for domestic or municipal purposes give number of families served No
name of town supplied _____

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 No

9. Remarks: please explain any details of your claim which you feel need clarification or additional explanation
A water right permit was issued for 240 acres from this well May 15, 1961 under
Application No. G 37714, Permit No. G 29708. Due to changes in ownership and
modification of lands upon which it was used, final proof was never completed.
However the water has been used every year since 1960. The land was originally
purchased under State Land Contracts involving the Halvorsen Brothers and earlier
details, prior to 1960, are not known by the claimant. However attached hereto
are supporting documents indicating that an irrigation system was installed and
that successful irrigated crops have been grown on these lands continuously since
1960.

State of Idaho

County of Blaine

} 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.

GRIGG - ANDERSON - NEWCOMB

G. J. Newcomb
Claimant

Partner

Sworn to before me this 11th day of July, 1969.

Thomas J. Sauter
Notary Public

Residing at Ketchum, Idaho

My commission expires 1/6/73

For Department Use Only

Received by <u>ej</u>	Date <u>7-15-69</u>	Exception filed by:	Forwarded to claimant by:	Date
Prelim. check by <u>DW</u>	Date <u>7-25-69</u>			
Fee received by <u>ej</u>	Date <u>7-22-69</u>	Fee \$ <u>10.00</u>		
Approved for publication by <u>DW</u>				
Published in <u>Idaho Press</u>	Dates <u>8-22-69</u>			

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INSTRUCTIONS

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

Paragraph No.

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

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

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

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

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

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

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

The fee for filing this claim with the Department of Reclamation, Room 107, Statehouse, Boise, Idaho 83701, is \$10.00.

RAAC
FORM R-1076-6 (REV. 6-59)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. L. Henry and G. T. Newcomb, dba H & N Farms
whose address is San Jose, California Twin Falls, Idaho
(herein called "Mortgagor", jointly and severally if more than one), having purchased the hereinafter described personal
property from G. T. Newcomb, Inc.
whose address is 124 Blue Lakes South, Twin Falls, Idaho
(herein called "Mortgagee"), at a time sales price of \$ 110,478.45
of which amount Mortgagor has paid Mortgagee the sum of \$ 22,516.23
and Mortgagor being indebted to Mortgagee upon the promissory note hereinafter described for the remaining portion of the
time sales price of such property, for the purpose of securing the payment of such indebtedness, has Granted, Bargained,
Sold, Assigned, Conveyed and Mortgaged, and by these presents does Grant, Bargain, Sell, Assign, Convey and Mortgage
unto Mortgagee the following described personal property together with all replacements parts, attachments and additions
thereto (all being hereinafter called "Mortgaged Property"):

See Attached Schedule

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee forever; Provided, always, that if Mortgagor shall pay to
Mortgagee all of the indebtedness of Mortgagor evidenced by that certain promissory note (herein called the "Note") of even
date herewith, executed by Mortgagor in the principal sum of \$ 87,962.22 payable to the order of Mortgagee in
installments the last of which matures on May 1 19 65 according to the terms and provisions of the
Note, and if Mortgagor shall also punctually perform all of the covenants and agreements herein contained then this instrument
shall be void, otherwise to remain in full force and effect.
Mortgagor covenants and agrees with Mortgagee with respect to the Mortgaged Property: (1) That it shall remain personal
property and in no event become fixtures or realty whether or not attached to real estate, (2) to keep it free from encumbrance,
in good condition, and insured in a manner satisfactory to Mortgagee, (3) to retain ownership and possession of it and not
remove it from the real estate located in the County of Cassia, State of Idaho, described and
owned as follows:

**The Southwest Quarter and the North Half of the
Southeast Quarter of Section 28, Township 11
South, Range 22 East of Boise Meridian**

Should default under the Note or a breach of any covenant or agreement in this Mortgage occur, or should Mortgagor become
insolvent or unable to pay its debts as they mature, or a petition in bankruptcy be filed by or against the Mortgagor, or
Mortgagor make an assignment for the benefit of creditors, or a receiver be appointed for the Mortgagor or its property, then
and in any such event, this Mortgage may at Mortgagee's option at any time thereafter be foreclosed in the manner provided
by law and in addition Mortgagee may to the extent not prohibited by law take possession of the mortgaged property and remove
it without notice or demand and without legal procedure and sell the same and all equity of redemption of Mortgagor therein,
either at public or private sale, without notice and without demand for performance, and out of the proceeds of said sale pay
or reimburse Mortgagee for all costs and expenses incurred by Mortgagee, and apply the residue thereof, if any, toward the
payment of the obligations hereby secured whether then due or not, paying the surplus, if any, to Mortgagor. Mortgagee may
purchase at any such public sale. If Mortgagor shall fail to comply with any provision of clause (2) hereof, Mortgagee, at its
election and without waiving any rights, may take the action and make the expenditure required of Mortgagor and all amounts
so expended by Mortgagee, together with interest thereon at the highest lawful contract rate, shall be a part of the sums secured by
this Mortgage and shall immediately be repaid to Mortgagee by Mortgagor. Mortgagee may enforce remedies hereunder and under
the Note successively or concurrently.

All the covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, personal
representatives, successors and assigns of the Mortgagor and of the Mortgagee.

This Mortgage is executed in several counterparts, this 1st day of May 19 65, one of which has been
delivered to the Mortgagor, receipt whereof by the Mortgagor is hereby acknowledged.

ATTEST:

H & N FARMS

MORTGAGOR

/SEAL/

Signed sealed and delivered in the presence of:

BY

G. T. Newcomb

WITNESS

WITNESS

MATERIALS LIST
for
C. E. HENRY & G. T. HENCOCKS RAC CONTRACT

1710' 12" x .064 Reynolds Aluminum Mainline with couplers & Ring locks
 1710' 10" x .064 Reynolds Aluminum Mainline with couplers & Ring locks
 90' 10" x .064 Reynolds Aluminum Mainline with couplers, ring locks & valves
 1770' 8" x .072 Reynolds Aluminum Mainline with couplers & Ring locks
 1980' 8" x .072 Reynolds Aluminum Mainline with couplers, ring locks & valves
 1980' 8" x .072 Reynolds Aluminum Mainline with male and couplers
 6 12" x 12"x 4" Tee valves with ring locks
 1 12" x 10" Reducer
 1 12" 90° Elbow
 27 10" x 10" x 4" Tee valves with ring locks
 7 8" x 8" x 4" Tee valves with ring locks
 1 8" 90° Elbow
 1 8" x 6" Reducer
 1 6" Surge Plug
 12 4" x 1320' 5' Wheel Move laterals, each consisting of:
 1320' 4"x.072 Tubing with couplers
 1 4" Valve Opening Elbow
 1 5"x15' Telescope
 1 3"x15' Telescope
 35 5' wheels
 1 3" End Plug
 30 Sprinkler Heads, full circle
 3 Sprinkler Heads, part circle
 33 6" Risers
 32 Counter Balances
 Power Hower, complete

 1 135HP Wintroath Pump
 1 200HP Wintroath Pump
 1 10" Check Valve

Book Pers.Page 33Line 1M. Carl M. Halverson

Tax Collector's Notice, Cassia County

PERSONAL PROPERTY TAXES

Burley, Idaho, 1960

218 Builders Ex. Bldg.
Portland, Oregon

DOLLARS

is the amount of Personal Taxes for the year 1960, on the following described property, to-wit:

Description of State Lands or Location of Improvement	Ser.	Two.	Rge.	Val. Eq'ties State Lands & St.Lds.&c.	Imp.on Gov. & St.Lds.&c.	Total Value	*Taxes	Amount
SW 1/4 Sec 28 T11 R22				160		320		
Reg 164				80		160		

State 1.28

County 5.05

School Dist. 151 65.83

Teachers' Ret. 4.22

General School

Village

Highway B

Fire District

Special School Assistance

Cemetery Dist.

Sheep Comm. Fund

Livestock Disease Control

Brand Inspection

Bee Tax

TOTAL TAX 37.24*

Penalty

Interest

Costs

TOTAL PAID

*Taxes based on levies of 19..... 60

Distrain Warrant Issued: No. Date

Migratory Livestock Description and Kind	Total Number	Portion of Year	No. for Full Year	Value
Cattle				
Horses				
Sheep—Common				
Sheep				
Equipment				
Beef				
Yearlings				
Common				
Milk				
Bulls				
Graded				
Common				
Sheep—Common				
Sheep—Registered and Bucks				
Hogs				
Bees				
Merchandise				
Furniture and Fixtures				
Libraries, Insts., Vehicles, Farm Implts.				
Tools, Farm Mach.—Mach., Kind				
Poultry, Kind	No.			

TOTAL VALUE
LESS EXEMPTIONS

480

DON C. LOVELAND,
Personal Tax Collector.

Name

Address

Amount of Tax - - - - \$.....

Return this slip when you make pa

See Back of this

Notice

for Law Governing

Payment of

Personal Taxes

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NOTICE

PLEASE GIVE THIS YOUR PROMPT ATTENTION

Note No. _____

STOCK COMPANY

Pol. No. 11-0041

Your Hail Premium Note for \$ 472.00 will be due October 1, 1962

Please make remittance direct to the company ~~XXXXXX~~

Agent Paul R. Taber Agency

Noel F. Russell & Company

INSURANCE COMPANY

AIN

ANY

Please make remittance direct to this office for proper credit.

Notes will be returned on receipt of payment.

FORM 317

eto, and of the premium specified, the amount(s) separately shown is by hail and other perils named f.

CHIAA STANDARD CROP-HAIL APPLICATION

ANNUAL PERCENTAGE FORM

Rocky Mountain Fire & Casualty Co.

NOEL F. RUSSELL & COMPANY

CROP-HAIL INSURANCE MANAGERS

P. O. BOX 1873 • GREAT FALLS, MONTANA

Gr. Prem.	\$	
Commission	\$	
Net	\$	
De'td Com.	\$	
Total	\$	
Remittance	\$	
Short or Long	\$	

Leave Blank

Examined & Approved	
Mapped	
Posted	Co. or Twp. _____
	Crops _____
1st Loss No.	
2nd Loss No.	

Policy No.

I, H. E. N. FAIRMAN (Print)

P.O. Address 724 COMMERCIAL ST. TWIN FALLS

R.F.D. No. _____ Box No. _____ State of IDAHO hereby make application for insurance against direct loss by hail and additional perils, if named in the policy, upon my interest in growing crops, for the current season, not exceeding amount separately shown opposite each kind of crop and location described in "Schedule of Insurance."

Percentage interest must be stated)

SCHEDULE OF INSURANCE

Office Use Only: 01 ☐ 10 ☐ ☐

LOCATION

LOCATION						% Int. in Crop	KIND OF CROP	No. of Acres	Ins. per Acre	Amt. of Insurance	Rate	Gross Prem.	
Quarter or Fraction	Sec. No.	Twp.	N S	Range	E W								COUNTY
NW 1/4 S 1/4 T 28 N	22	5	11	E		CASSIA	50	NIXED GRAIN	320	\$25	\$8000	300	\$24000
SE 1/4 T 29 N	29							(w/11 x 1/2 1/2)		\$	\$		\$17000
										\$	\$		\$
										\$1	\$		\$
										\$	\$		\$
										\$	\$		\$
										\$	\$		\$
										\$	\$		\$
TOTALS:									320	XXXX	\$8000	XXXX	\$24000

if tree fruits, specify variety in Schedule)

State of INDIAN

NOEL RUSSELL
JUL 28
GREAT FALLS

If tree fruits, specify variety in Schedule)

State of IDAHO

I hereby represent and declare as true the following statements:

- That crops upon which insurance is applied for have not been hailed upon nor damaged by other perils named in the policy previous to the time of signing of this application.
- Land owner _____ lives _____ miles _____ from _____ (Name) (Direction) (Town) (State)
- Tenant _____ lives _____ miles _____ from _____ (Name) (Direction) (Town) (State)
- That the crops above described are all the crops of like kind I own, or have any interest in, on this section or location or adjoining locations except (State fully — use extra sheet and diagram)
- That I have no other insurance against hail or application for such insurance pending on any part or all of the crops which this application covers, except as follows: (Give names of Companies and amounts of insurance per acre, if any)

5. Stand date (if required)

Loss to be adjusted only with the insured, and when so adjusted the amount is, subject to all conditions of the insurance contract, payable to the insured

and INSURED ONLY (LANDLORD'S SHARE) as their respective interests may appear.

BINDER — Beginning 24 hours, except as may be provided in the policy, from the hour and date this application is last signed by both the applicant and the Company's Agent, the Company shall assume liability for loss by hail and additional perils, if any, named in the policy. However, if any acre of crops described in said schedule is damaged by a peril named during such waiting period, no insurance shall attach thereto, and within 72 hours after such damage from perils named, the applicant shall give written notice thereof to the Company and shall be entitled to return of premium for the insurance on any such acre. Should the applicant fail to give such notice within the 72 hour period, he shall forfeit his right to return of premium.

The Company may, within 240 hours after the effective hour and date of this binder, reject this application. The Company's liability shall terminate immediately and absolutely when notice of rejection is received by the applicant. If rejection is by telegram or registered mail, notice shall be conclusively presumed to be received by the applicant when such notice reaches the telegraph or post office at the applicant's address shown in this application. If notice of rejection is not received within the time specified, this application shall be conclusively presumed to be accepted.

The foregoing binder is subject to the representations and provisions of this application, to the conditions of the CHIAA Standard Crop-Hail Policy, and to the provisions of any endorsement attached thereto. A copy of this application, or abstract thereof, and of any endorsement shall be attached to the policy if issued by the Company and together with the policy shall constitute the insurance contract; the original application will be on file with the Company.

Application taken on the day and hour herein stated.

By [Signature] Agent
Agency BOX 6 TWIN FALLS, IDAHO (Town) (State)

The application signed 10 o'clock A M 6-27 1962
By [Signature] (Applicant's Signature)

STATE OF IDAHO, }
County of Cassia. }

I hereby certify that this instru-
ment was filed for record at re-
quest of W. H. H. H. H. H.

at 25 minutes past 3
o'clock P. M. this 12 day
of OCT 12 A. D. 1968
in my office and duly recorded in
Book 6 of 111 ss
page

MARK E. KEARNS

Ex-Officio Recorder

By Deputy

Fees: \$

CROP MORTGAGE

THIS INDENTURE, made this 7th day of September, 1960, by C. T. Newcomb of Twin Falls, Idaho and C. E. Henry of Saratoga, California, hereinafter known and referred to as the party of the first part, and Reynolds Aluminum Acceptance Corporation of Richmond, Virginia, hereinafter known and referred to as the party of the second part;

WITNESSETH, the said party of the first part, for and in consideration of the sum of Thirty-five Thousand, One Hundred Seventy-two and 10/100 Dollars (\$35,172.10) to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold assigned, transferred, set over and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said party of the second part, and to their heirs and assigns forever, the following crops, namely 15% of the crops growing or to be planted during the crop season of 1960-1961 upon the following described real property in Cassia County, Idaho, to-wit:

Southwest Quarter (SW $\frac{1}{4}$) and the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 28, Township 11 South, Range 22 East of the Boise Meridian.

TO HAVE AND TO HOLD, the above mentioned and described crops subject to the provisions hereinafter contained: Provided, nevertheless, that these presents are made upon the expressed conditions that if the said party of the first part, their executors, administrators or assigns shall well and truly pay unto the said party of the second part, their executors, administrators or assigns, Thirty-five Thousand One Hundred Seventy-two and 10/100 Dollars (\$35,172.10), in accordance with the conditions of that certain promissory note in said amount, together with interest thereon, with final payment due May 1, 1962, then these presents shall be void.

And the said party of the first part does hereby covenant and agree to and with the said party of the second part, his heirs and assigns, that he will well and truly, properly and in due season plant and harvest, and in a good farmer-like manner, tend, care for, irrigate, and protect the same and the said crop while growing and until fit for harvest, and then faithfully and without delay harvest, thresh, clean and sack and deliver the same immediately into the possession of the said party of the second part, or his assigns, to be by him held and disposed of according

to law and the proceeds applied to the payment of the debt hereby secured, together with all costs, expenses and disbursements in connection therewith; and in default of any of the above acts to be done by the said party of the first part, the said party of the second part or his assigns may enter into the premises and take all necessary or proper measures for the planting, raising, and protection of said crop and may retain possession thereof and harvest, thresh, or sack the same, and all expenses so incurred and all that may become necessary in taking care of said crop, as well as in the hauling, storage and delivery thereof, shall be secured by this mortgage, and shall be first payable in lawful money of the United States out of money realized by the sale of said crop; that the party of the second part and their heirs or assigns may at all times enter into the premises to view the same or take any measures necessary or proper for the protection of said crop or interest therein; that upon harvesting the same the party of the second part and his heirs and assigns shall be entitled to the immediate possession of the same and to haul and store the same at the expense of the party of the first part, and for the purposes aforesaid, the party of the first part makes, constitutes and appoints the party of the second part and his assigns, his true and lawful attorney with full power to enter upon said premises, take possession of said crop and care for, thresh, clean and sack the same and do any and all other things he may deem necessary for his protection; and in case of any default on the part of the said party of the first part, or if said second party shall at any time deem himself insecure he may thereupon declare said note to be immediately due and payable and enforce this mortgage.

And the party of the first part, their heirs and assigns, do further authorize the party of the second part, their heirs or assigns, to take possession of said crop and harvest it, to haul and store the same and sell and dispose of the same according to law, and with the proceeds thereof to pay the costs and expenses of such proceeding, including attorney's fees and the costs, charges and expenses incurred in the care of such crop and the harvesting, hauling and storage thereof and the sum due upon said note, rendering the overplus, if any, to said party of the first part.

If this mortgage is executed by more than one person, the singular reference to the party of the first part shall be held to include and apply to the plural..

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand this 7th day of September, 1960.

G. T. Newcomb

C. E. Henry

INDIVIDUAL ACKNOWLEDGMENT

State of California

County of Santa Clara

Before me, the undersigned, a Notary Public in and for said County and State, resident therein and duly commissioned and sworn, on this 30th day of September, 1960, personally appeared C. E. Henry, known to me to be the identical person whose name is subscribed to the within and foregoing instrument and who I am satisfied is the mortgagor therein and, being duly sworn by me, acknowledged to me that he executed the same as his free and voluntary act and deed for purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of September, 1960.

(SEAL)

My commission expires:

SEPTEMBER 14, 1961

T. J. Hewitt
Notary Public

INDIVIDUAL ACKNOWLEDGMENT

State of Idaho

County of Blaine

Before me, the undersigned, a Notary Public in and for said County and State, resident therein and duly commissioned and sworn, on this 3rd day of October, 1960, personally appeared G. T. Newcomb, known to me to be the identical person whose name is subscribed to the within and foregoing instrument and who I am satisfied is the mortgagor therein and, being duly sworn by me, acknowledged to me that he executed the same as his free and voluntary act and deed for purposes and consideration therein expressed.

Given under my hand and seal of office this 3rd day of October, 1960.

(SEAL)

My Commission expires:

January 22, 1961

Thos. J. Hewitt
Notary Public

Henry & Newton 1960-1961

FORM 10-554 POST-RITE SYSTEMS - PRINTED IN U.S.A.

Receipts
Income all jobs

Henry

Newton

Total

Smith
1/4

1960

8150.00

7600.00

8150.00

1961

Jobs

via partly O.A. jobs

31064.00

31064.00

26232.00

4831.00

8.00

8106.00

12241.00

Disbursements

Cost of pump & man

Heavy repairs

3119.00

130.00

870.00

304.00

60 Insurance

2800.00

2800.00

5600.00

60 Repairs

41.00

41.00

60 Power

944.00

944.00

61 Road

14032

14032

14032

61 "

9000.00

9000.00

✓ "

9000.00

9000.00

✓ permit

600

600

✓ Repair

18.00

18.00

✓ Labor

2983.8

2983.8

✓ Power

3211

3211

✓ Cost partly (on file)

8325.3

8325.3

✓ Gas

31.00

31.00

✓ Fuel

96.00

96.00

✓ "

96.00

96.00

✓ "

2118.00

2118.00

✓ Prop

16.00

16.00

✓ Int'l

810.00

810.00

✓ (Road to Permit)

81.00

81.00

✓ Land clearing

2060.00

2060.00

✓ Heavy payment on land

5000.00

5000.00

✓ Repair for pipe contract (Road to Permit)

8106.00

8106.00

✓ Land clearing

5500.00

5500.00

✓ Power

13.00

13.00

✓ Road for pipe contract

4806.00

4806.00

✓ Road for pipe contract

40793.00

8500.00

12793.00

17586.00

January 7, 1960

Mr. Albert Schaufelberger
Idaho Power Company
Rupert, Idaho

Dear Mr. Schaufelberger:

Will you please prepare a contract and rush through service for 200 HP at the wellsite on the Southwest corner of the Southwest Quarter of Section 28, Township 11 South, Range 22 EBM, Cassia County.

The contract should be in the names of Clyde Henry, 64, Barnard Street, San Jose, California, and G. T. Newcomb, 124, Blue Lakes South, Twin Falls, Idaho.

Please mark any or all correspondence to Mr. Henry as "Personal". The address given is his business office and the property is personal.

You can send the contract to me, however, and I can get it signed. Thanks for your early attention to this matter.

Very truly yours,

G. T. NEWCOMB, INC.

GTN:m

G. T. Newcomb



The FUND
Insurance Companies
FIREMAN'S FUND INSURANCE COMPANY
HOME FIRE & MARINE INSURANCE COMPANY
NATIONAL SURETY CORPORATION

Conditional Sales CERTIFICATE OF INSURANCE

No 10757

The FUND Insurance Companies

HOME OFFICE
3333 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA

Total amount insured in respect to
this Certificate as scheduled below \$ 90,154.83 Rate 13.60/100/year Premium \$ 123.66/year

THIS IS TO CERTIFY THAT, with the issuance of this Certificate, this Company has insured, under and
subject to the terms and conditions of Open Policy No. IF 116224 the respective interests of
C.E. Henry & J.I. Newcomb, Inc.; Farmland Irrigation Co.;
Reynolds Aluminum Acceptance Corporation and C.E. Henry & J.I. Newcomb dba
(Vendor) H & M Farm (Purchaser)
who is located at 124 Blue Lakes South, Twin Falls, Idaho
(Address of the Purchaser)

in such property and for such amount(s) as herein stipulated, for the period from May 1, 1960
19 May 1, 1965 19 , beginning and ending at Noon, Standard Time
at the place of issuance of this Certificate provided, however, this insurance shall cease and terminate:

- (a) Upon the termination of the Vendor's interest in the property, howsoever occasioned or;
- (b) Ten days after repossession by or surrender to the Vendor of the property.

The said Open Policy has been issued to the Vendor and reference is made thereto for a full and complete state-
ment of its terms and conditions. The coverage provided on the property insured thereunder is outlined on the back
hereof.

NOTICE OF LOSS: In the event of loss or damage, immediately notify The Fund Insurance Companies,
3333 California Street, San Francisco 20, California, or the Vendor from whom the property was purchased, for
transmittal of such notice to The Fund Insurance Companies.

The Open Policy provides that this Certificate may be cancelled at any time by either the Vendor or by this
Company by their delivering to or mailing to the Purchaser at the address shown in this Certificate written notice
stating when, not less than five days thereafter, such cancellation shall be effective. Any return premiums due from
this Company shall be payable to the Vendor.

SCHEDULE OF ARTICLES COVERED HEREUNDER

Article(s)	Make, brand, or Manufacturer	Serial or Identification No.	Selling price, being the amount insured.
Equipment as listed on mortgage dated May 1, 1960, between the			\$
parties shown above.			\$
			\$
		Miller Engineering Corp. dba	
		Farmland Irrigation Co.	
September 18, 1961	19	Countersigned by <u>Edward J. Hackburn</u>	
Date of this Certificate		(Vendor)	
		Location of Vendor <u>54 Bernard Ave., San Jose, Calif.</u>	

(Continued)



Nº 10789

The FUND Insurance Companies

SAN FRANCISCO, CALIFORNIA

CARL M. HALVORSON, INC.
CONSTRUCTORS



CHERRY 4-7579

10626 S. W. BARBUR BLVD.
PORTLAND, OREGON

Mailing Address
P. O. BOX 1449
PORTLAND 7, OREGON

October 30, 1962

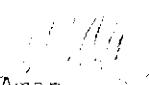
Grögg & Anderson Farms
Burley, Idaho

Gentlemen:

Enclosed herewith is the property tax statement covering the farm which you are purchasing from us under contract, indicating a total assessment of 501.11.

Yours very truly,

CARL M. HALVORSON, INC.


W. S. Aman

Henry Newcomb personal
Henry Newcomb 1960

RM P-534 POST RITE SYSTEMS LITHO IN U.S.A.

Receipts		Henry Newcomb	Total	Handled 1/4
1960	Income all parties		215000	215000
1961	parties		3106400	3106400
	less paid by Co. plan		2623720	
			480680	
			8106	
			810639	
			1299425	
Disbursements				
	Cost of pump house		11991	
	Recup repairs		3096	
			67052	
			35475	
60	Insurance	28000	28000	56000
60	Repairs		4150	4150
60	power		94466	94466
61	power	14032	14032	28064
61	✓		90000	90000
✓	✓		90000	90000
✓	permit		600	600
✓	Repairs		1800	1800
✓	Labor		22838	22838
✓	power (on plan)		3211	3211
✓	Back picking (on plan)		23053	23053
✓	Trucks		3779	3779
✓	fuel oil		26331	26331
✓	✓		49212	49212
✓	✓		211239	211239
✓	✓		16275	16275
✓	✓		213500	213500
✓	✓		8106	8106
✓	Land clearing ✓		206000	206000
✓	Power payment on land ✓		50000	50000
✓	Payment on pipe contract (paid to Newcomb)		810639	810639
✓	✓ Land contract ✓		550000	550000
✓	power ✓		134425	134425
✓	paid on pipe contract		480680	480680
✓	paid on pipe contract	427725	850000	1277905



THE HARTFORD STEAM BOILER INSPECTION AND INSURANCE COMPANY

HARTFORD CONNECTICUT

JOHN R. CI
MANAGE
G. F. WA,
CHIEF INSPE

DENVER OFFICE

916 GAS AND ELECTRIC BUILDING
DENVER 2, COLORADO

July 20, 1962

REPORT OF INSPECTION

DATE OF INSPECTION 7-16-62 INSPECTOR R. L. Pendleton

LOCATION 6 Miles South & 5 Miles West of Burley, Idaho

200 h.p., 380' Deep Well Pump Unit,
G.E. & Wintroath, No. 2SJ1204003(M) 9666(P),
and No. 1 Miscellaneous Electrical Apparatus
Inspected while in operation and at rest.

The following conditions should be given proper attention:

This unit is supported on 2" x 4" timbers. There is evidence that the supports are in poor condition, as indicated by the vibration on the motor frame having an excessive amplitude of 12 mils. The wood supporting structure should be replaced with suitable steel supports. After this has been done, the vibration should again be checked and if in excess of 5 mils amplitude, it should be reduced to this value by whatever means necessary.

There was no one available for discussion of the condition of this unit.

Otherwise the unit was in satisfactory operating condition.

As soon as the recommendations have had attention either the local Inspector or this office should be notified, after which a reinspection will be made.

Yours very truly,

G. F. Ward

Chief Inspector

BCW/mr

TO

Henry & Newcomb
729 Commercial Street
Twin Falls, Idaho

45 4018

ORE-IDA FOODS, INC.

Out of Storage Potato Agreement

THIS AGREEMENT, made and entered into this 1st day of September, 1941 by and between Henry L. Munson of Lincoln County Oregon Party of the First Part, hereinafter called the Producer, and Ore-Ida Foods, Inc., an Oregon Corporation, Party of the Second Part, hereinafter called the Processor;

WITNESSETH:

In consideration of and subject to the mutual covenants herein contained, Producer agrees to plant, cultivate and harvest the said potato crop resulting therefrom upon the following terms and conditions, hereinafter set forth, including all the items and conditions printed on the reverse side of this contract, which are made a part of this contract.

SECTION 1. $\frac{1}{2}$ of the potatoes on

The Producer agrees to sell and the Processor agrees to buy approx 300 acres of about Variety of potatoes grown on the following described land Sec 1, 14 of the E 1/4 of Sec 24 Twp 11 N, R 22 E plus approx 60 acres in connection with the land described

(a) It is understood at harvest time the Producer will place in storage for the Processor in that certain cellar known as all the potatoes from the above described land. The cellar is located at

(b) It is understood that the Processor will have access to all storage facilities and may take the said potatoes out of storage at the convenience of the Processor.

(c) Processor shall pay for all field run potatoes after determining and excluding therefrom all foreign material (dirt, rocks, vines, rot, weight of sacks, frost, excessive digger cuts — less than U. S. No. 2 Grade — mechanical damage, heat damage, wireworm damage, flea beetle damage, scab, any internal discoloration of tubers). Any lot of potatoes containing over one per cent (1%) soft rot or leaf roll will not be accepted for storage, but will be harvested at Processor's option. Potatoes delivered shall have an average specific gravity of 1.090. It is agreed that any lot of potatoes containing any wireworm or flea beetle damage, nematode, leaf roll, scab, ring rot or other bacterial rot, internal discoloration, mixed varieties, excessive frost damage, above five per cent (5%) foreign material, (dirt, rocks, vines, etc.) or any other condition rendering potatoes unsuitable for processing, shall be subject to purchase or rejection by the Processor at harvest time, at option of the Processor.

(d) All grading shall be done on the basis of U.S.D.A. Standards as supplied by the Federal-State Inspection Service. Each car or truck load is to have inspection on the number of sacks to be determined by the Inspector inspecting such truck or carload, and payment will be based on each load according to the Grade Certificate so determined. The cost of inspection shall be borne equally by the Producer and Processor.

SECTION 2. PRICE SCHEDULE:

The Processor shall pay to the Producer 1.25 per cwt. for all field run potatoes grading fifty per cent (50%) U. S. No. 1 size A two inch minimum on an outweight basis, with 1.34 up or down for each per cent above or below fifty per cent (50% U. S. No. 1, size A, two inch minimum.)

(a) It is understood that Processor will pay the expense of loading said potatoes out of the storage facilities where the said potatoes have been placed by the Producer at time of harvest.

SECTION 3. PAYMENT SCHEDULE:

The Processor shall pay Producer fifty cents (50c) per cwt. on estimated tonnage upon delivery to storage, and title shall vest in Processor. Processor shall pay the balance in six (6) equal monthly payments commencing March 15th, 1942, together with interest on deferred payments at six per cent (6%) per annum from March 15th, 1942. Potatoes shall be weighed out of storage and total payment shall be computed on actual weights out of storage.

(a) The Processor shall pay the Producer five cents (5c) per cwt. for all potatoes taken out of storage, in addition to the per cwt. above mentioned in this Agreement, to pay for storage charges incurred by the Producer.

(b) In addition to all of the payments to be made by the Processor, to the Producer, as herein provided, the Processor agrees to pay to the Producer, to reimburse the Producer for shrinkage, five cents (5c) per cwt. per month upon all of said field run potatoes, commencing with November 1st of each year for all potatoes made available to the Processor under this Agreement on an outweight basis.

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

The undersigned, as owner and/or lessor of the real property described in the foregoing Agreement, for and in consideration of the covenants of the Processor as contained in the foregoing Agreement for himself, his heirs, executors, administrators and assigns, does hereby agree that his entire interest in the potato crop referred to in the foregoing Agreement shall be subject to its terms.

(Producer)

(Landlord)

ORE-IDA FOODS, INC.
A Corporation, Processor

By _____

45 4018

RECEIVED

AUG 15 1969

Department of Reclamation

SOUTH IDAHO PRESS

BURLEY, IDAHO

AFFIDAVIT OF PUBLICATION

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

Herbert V. Hollinger, being first

duly sworn, deposes and says that...he is the

Managing Editor 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 August 7, 1969, and ending

with the issue dated August 14, 1969.

Herbert V. Hollinger

Subscribed and sworn to before me

this 14th day of August

1969.

Edith Raustadt Notary Public

Cost of Publication 7.25

Notary Fee

Total Cost

My commission expires October 23, 1971

Bill submitted
8-15-69

LEGAL NOTICE
69-2
NOTICE OF CLAIM TO A WATER RIGHT No. 48-4018
Notice is hereby given that the undersigned, G. W. Grigg, Vaughn Anderson, and T. Newcomb (partners), 200 Ketchum, Idaho, have filed a claim to a water right established by diversion and application for beneficial use of 4.8 cubic feet per second of water from a groundwater source with location of diversion in SW1/4SW1/4, Sec. 29, T. 11 S., R. 22 E., B.M., Cassia County, Idaho. The water is claimed to be used from May 1 to October 1 for irrigation with a priority of May 1, 1969. The place of use is SW1/4SW1/4, Sec. 29, T. 11 S., R. 22 E., B.M., Cassia County, Idaho. Any exception to this claim or water right may be filed with the Department of Reclamation, Boise, Idaho, on or before August 14, 1969. R. KEITH HIGGINS, Engineer, State Reclamation, Boise, Idaho, August 7 and August 14, 1969.

45 4018

SOUTH IDAHO PRESS

BURLEY, IDAHO

AFFIDAVIT OF PUBLICATION

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

Herbert V. Hallinger, being first
duly sworn, deposes and says that... he is the

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

The South Idaho Press for
consecutive weeks, commencing with the issue
dated August 7, 1969, and ending
with the issue dated August 14, 1969.

Herbert V. Hallinger

Subscribed and sworn to before me

this 14th day of August
1969.

Leith Kowitz Notary Public

Cost of Publication \$ 7.25

Notary Fee

Total Cost

My commission expires October 25, 1971

LEGAL NOTICE

69-192

NOTICE OF CLAIM
TO A WATER RIGHT
No. 45-4018

Notice is hereby given that
Golden Grigg, Vagness Anderson
and G. T. Newcomb (partners), Box
246, Ketchum, Idaho, have filed a
claim to a water right established
by diversion and application to
beneficial use of 4.8 cubic feet per
second of water from a
groundwater source, with point of
diversion in SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, T.
11 S, R. 22 E, B.M., Cassia County;
the water is claimed to be used
from May 1 to October 1 for
irrigation with a priority of May 1,
1960; the place of use is SW $\frac{1}{4}$, Sec.
28; SE $\frac{1}{4}$, Sec. 29, T. 11 S, R. 22 E,
B.M.

Any exception to this claim of
water right may be filed with the
Department of Reclamation.

R. KEITH HIGGINSON
State Reclamation Engineer
Published in the South Idaho
Press, Burley, Idaho on August 7
and August 14, 1969.

November 8, 1976

Re: Claim to a Water Right No. 45-4018
Golden Grigg, Vanness Anderson & G. T. Newcomb

Mr. Norman H. Bedke
Attorney at Law
Box 249
Burley, ID 83318

Dear Mr. Bedke:

In anser to your phone call of November 5th, this is to advise that the above referenced claim was filed in July, 1969, claiming a priority of May 1, 1960, for the use of 4.8 cfs of water from a well in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, Twp. 11 S, Rge. 22 E, B. M., Cassia County, for the irrigation of 320 acres in the SW $\frac{1}{4}$, Sec. 28 and SE $\frac{1}{4}$, Sec. 29, Twp. 11 S, Rge. 22 E, B. M.

As you are aware, the Department is not authorized to take action on claims to determine if they are valid or invalid; the information is retained in our files for future use in the adjudication of water rights by the court. After a court adjudication there, of course, would be no difference in a water right established through the permit statute procedure or one established by the diversion and beneficial use of the water.

If you have questions regarding this matter, please do not hesitate to contact us.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:DR

October 17, 1969

RE: Permit 45-4018

Gary C. Hansen
Loan Supervisor
1206 Joseph Vance Building
1402 Third Avenue
Seattle, Washington 98101

Dear Mr. Hansen:

This is in reply to your letter of October 13, 1969 regarding the above numbered claim. The answer to your questions are as follows:

1 - Status of Water Right and Priority: Claim filed in our office and is of record. Priority claimed is May 1, 1960.

2 - Quantity of water claimed: 4.8 c.f.s.

3 - Any water level records regarding this well: We do not find a well log or water level report on this well.

4 - Relative priority of a use right compared to a licensed permit: A licensed right is a prima facie water right, a claim filed with our office is a public record and can be used as evidence in court. Therefore, if the well rights were adjudicated in Cassia County, the claim on record in our office would be used as evidence to support a water right with the amount and priority as claimed by the owner.

Hope this information is what you require. If we can help you further let us know.

Very truly yours,

Russ

45 4018

1206 Joseph Vance Building
1402 Third Avenue
Seattle, Washington 98101
Telephone: 206 622-6635

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY • MILWAUKEE



MORTGAGE LOAN REGIONAL OFFICE

Clair E. Hugh, Manager

October 13, 1969

RECEIVED
Department of Reclamation

Mr. Donald W. McEldowney
Department of Reclamation
Statehouse-Annex 2
Boise, Idaho 83707

Dear Mr. McEldowney:

Water Right No. 45-4081

The Northwestern has been asked to consider a long-term mortgage loan on the southwest quarter, Section 28, Township 11 south, Range 22 East, Cassia County, Idaho. This property is to be provided with irrigation water from a well on the property with the above-noted water right number.

It would, thus, be most helpful if you could furnish the following information:

1. Status of the Water Right and priority date.
2. Quantity of water claimed.
3. Any water level records you might have regarding this well.
4. Relative priority of a use right such as this as compared to a licensed permit.

Sincerely,

A handwritten signature in cursive script that reads "Gary C. Hansen".
Gary C. Hansen, Loan Supervisor

GCH:jml

45 4018

October 14, 1969

RE: Claim number 45-4018

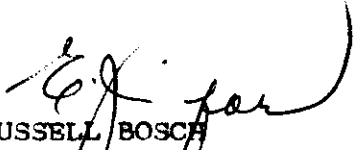
G. T. Newcomb
P. O. Box 246
Ketchum, Idaho 83340

Dear Mr. Newcomb:

We are indeed sorry for the inconvenience we have caused you. Please be advised your claim (45-4018) is in good standing and will remain of public record until such time as you or the court needs the information.

Because the claim is under the name of Golden Grigg, Vanness Anderson and G. T. Newcomb, partners, Mr. Bosch was unable to locate the same. In the future please refer to the number.

Very truly yours,


M. RUSSELL BOSCH
Administrative Assistant

MRB:ejw

cc: Gary C. Hansen
Northwestern Mutual Life

45 4018

SALES & SERVICE
TWIN FALLS - PHONE 733-3221

RECREATION DEVELOPMENT

ADDRESS REPLY TO:
G. T. NEWCOMB, INC.
BOX 111
MERIDEN, IDAHO 83340

October 8, 1969

Department of Reclamation

Mr. Donald McEldowney
Department of Reclamation
Statehouse - Annex 2
Boise, Idaho 83707

Dear Mr. McEldowney:

We are sending a copy of a letter from The Northwestern Mutual Life Insurance Company. I hope if it hasn't been straightened out you will check into it and send him the information desired. You will recall we came into your office specifically on this matter. The file number is 45-4018.

Thanks for your cooperation.

Very truly yours,

G. T. NEWCOMB, INC.

G. T. Newcomb
G. T. Newcomb

GTN:m

cc: Gary Hansen

Encls:

45 4018

SNAKE RIVER



HYDRO POWER

IDAHO POWER COMPANY

RECEIVED

45-4018

SEP 10 1969

Department of Reclamation

Oakley, Idaho
July 31, 1969

G. T. Newcombe, Inc
Box 246
Ketchum, Idaho

Re: Grigg & Anderson
"Newcombe 240"
200 Hp Irrig pump

Dear Mr Newcombe,

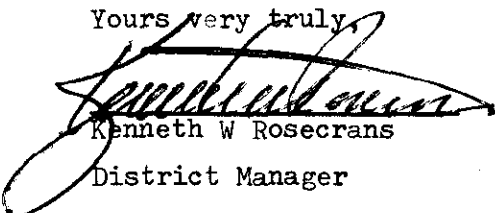
Following is the information requested from this office: Acct # 1164 1960.

YEAR	T/ON	T/OFF	NET BILLING
1961	5/26/61	10/10/61	\$2915.57
1962	6/11/62	9/10/62	\$1382.78
1963	6/26/63	11/12/63	\$2152.92
1964	5/26/64	10/30/64	\$2984.00
1965	5/13/65	10/13/65	\$1359.97
1966	5/12/66	8/12/66	\$1772.18
1967	5/26/67	11/9/67	\$2761.58
1968	4/22/68	10/11/68	\$3922.71

I trust the above will be sufficient for what you need, but should there be any further need for information or assistance of any kind whatever, I shall be most happy to oblige.

Thank you.

Yours very truly,

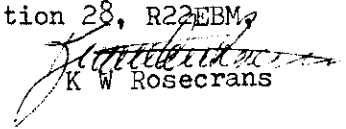

Kenneth W Rosecrans

District Manager

Location of the above referred to
pump is as follows:

SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 28, R22EBM,
T11S.

45 4018


K W Rosecrans

State of Idaho
County of Cassia

RECEIVED

SEP 10 1969

Department of Reclamation

being first duly sworn,

deposes and says: I have worked for Grigg and Anderson Farms for
approximately fourteen years and during that time have served as Secretary
and General office manager. I have kept the entire records of the farm
known to us as the "Newcomb Place", which is owned jointly by G. T. Newcomb
and Grigg and Anderson Farms. These records consisted of all expenses and
income from this farm since it was purchased by the above owners. Included
in these expenses is the entire cost of the irrigation system, repairs on
irrigation equipment, well and power costs to operate the irrigation system.
Our records show that this property has been irrigated and a good crop harvested
each year since Grigg and Anderson Farms purchased it.

SW $\frac{1}{4}$ Sec 28 Twsp 11 Range 22 EBM all in Cassia County, Idaho

Renter : ---	1960	Pella Farms
	1961	Ore-Ida Foods, Inc.
	1962	" " " "
	1963	Grigg and Anderson and Walter Bendele
	1964	Ore-Ida Foods, Inc.
	1965	Blaine Curtis
	1966	Anderson Brothers
	1967	" "
	1968	Ron Claar
	1969	Anderson and Martin Farms

Phyllis C Butterfield
(Signature)

Subscribed and sworn to before me this 30th day of July, 1969.

Edna M. Kidd
(Notary Public)

Residing at Beck, Idaho
My Commission Expires November 22, 1969

45 4018

1206 Joseph Vance Building
1492 Third Avenue
Seattle, Washington 98101
Telephone: 206 622-6635

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY • MILWAUKEE



MORTGAGE LOAN REGIONAL OFFICE

Clair E. Hugh, Manager

September 26, 1969

Mr. Bud Newcomb
Box 246
Ketchum, Idaho 83340

160 Acres Cassia County

Dear Bud:

I recently wrote to Mr. Donald MacElowny, of the State of Idaho Department of Reclamation, to inquire about the status of the water right on your 160 acres in Cassia County. I received a somewhat confusing letter from a Mr. M. Russell Bosch indicating that their records did not indicate that a use right had been filed.

The enclosed form was also forwarded for use in filing the use right. Possibly, there is some error in the Reclamation Department and the use right was misfiled. I will call the Department of Reclamation when I am in Idaho next week and see if the information can be located.

Sincerely,

Gary C. Hansen, Loan Supervisor

GCH:jml

Enclosure

September 30, 1969

Re: Claim to A Water Right No. 45-4018

C
O
P
Y
Golden Grigg, Vanness Anderson, and
G. T. Newcomb, partners
P. O. Box 246
Ketchum, Idaho 83340

Gentlemen:

Your claim to a water right has been received and processed by the Department of Reclamation. The information in your claim has been filed under Claim No. 45-4018. Please refer to this number when adding information to your claim.

Enclosed is Receipt No. 3385 in the amount of \$10.00 which covers the filing fee for the claim.

You should be advised that the filing of this claim completes the processing procedure by the Department of Reclamation. No further action is authorized under Section 42-225 a and b of the Idaho Code. Your claim will be filed and will remain of public record until such time as you or the court needs the information.

If we may be of further assistance, please contact me.

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:mh

Enc: Receipt No. 3385 for \$10.00
Copy of Claim No. 45-4018

45 4018

P A Y E E: DETACH THIS STATEMENT BEFORE DEPOSITING CHECK

G. T. NEWCOMB, INC.

DATE	INVOICE NO.	DESCRIPTION	AMOUNT	DISCOUNT OR DEDUCTION	NET AMOUNT
		Filing Fee for Claim to Water Right H & N Farms			

EMPLOYEE'S
NAME

PAY PERIOD ENDING	HOURS	RATE	GROSS EARNINGS	D E D U C T I O N S						NET EARNINGS PAID
				F.I.C.A	FEDERAL INC. TAX	STATE INC. TAX				
	REG. TIME OVERTIME									

EMPLOYEE: THIS IS A STATEMENT OF YOUR EARNINGS AND DEDUCTIONS FOR THE PERIOD INDICATED. KEEP THIS FOR YOUR PERMANENT RECORD.

G. T. NEWCOMB, INC., KETCHUM, IDAHO 83340

69-192

**NOTICE OF CLAIM
TO A WATER RIGHT
No. 45-4018**

JK
Notice is hereby given that Golden Grigg, Vanness Anderson and G. T. Newcomb (partners), Box 246, Ketchum, Idaho, have filed a claim to a water right established by diversion and application to beneficial use of 4.8 cubic feet per second of water from a groundwater source with point of diversion in SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, T. 11 S, R. 22 E, B.M., Cassia County; the water is claimed to be used from May 1 to October 1 for irrigation with a priority of May 1, 1960; the place of use is SW $\frac{1}{4}$, Sec. 28; SE $\frac{1}{4}$, Sec. 29, T. 11 S, R. 22 E, B.M.

Any exception to this claim of water right may be filed with the Department of Reclamation.

R. KEITH HIGGINSON
State Reclamation Engineer
Published in the South Idaho
Press, Burley, Idaho on August 7
and August 14, 1969.

July 31, 1969

Re: Claim to a Water Right No. 45-4018 - Golden Grigg, Vanness Anderson and
G. T. Newcomb (partners)

South Idaho Press
Box 190
Burley, Idaho 83318

Gentlemen:

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

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

An affidavit of publication must be submitted to the Department of Reclamation, 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 same has been paid.

Signature of claimant

Very truly yours,

Donald W. McEldowney
Appropriation Examiner

DWM:DR
Enc: Legal notice

45 4018

NOTICE OF CLAIM TO A WATER RIGHT

No. 45-4018

Notice is hereby given that Golden Grigg, Vanness Anderson and G.T. Newcomb
(partners), Box 246, Ketchum, Idaho, have filed a claim to a water right
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with point of diversion in swk
Sec. 28, T. 11 S, R. 22 E, B.M., Cassia County; the water is
claimed to be used from May 1 to October 1 for irrigation
with a priority of May 1, 1960
; the place of use is swk, Sec. 28;
SE $\frac{1}{4}$, Sec. 29, T. 11 S, R. 22 E, B.M.

Any exception to this claim of water right may be filed with the Department
of Reclamation.

R. KEITH HIGGINSON
State Reclamation Engineer

Published in the South Idaho Press, Burley, Idaho
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