

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPROVED

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

Name of applicant Charles Larkin Phone 788-2823
Post Office address Picabo, ID 83348

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:
- a. Decree No. Decreed to (Name)
in case of VS
dated in in county of (Name of court)
- b. License No. 37-2591 issued by the Idaho Department of Water Resources
- c. Claim No. on file with the Idaho Department of Water Resources
2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed or other evidence of ownership of the land to which the right is appurtenant
thru purchase
3. Source of water Groundwater tributary to
4. Date of priority 12-24-1956
5. Water is used for the following purposes:
amount 1.54 cfs for irrigation purposes from Apr 1 to Nov 1
amount for purposes from to
amount for purposes from to (month/day — both dates inclusive)
6. Total amount of water under right: a. 1.54 cubic feet per second &/or
b. 2 pts. acre feet per annum
7. Location of original point of diversion is SW ¼ of SE ¼ of Section 16
Township 1S Range 20E, B.M., in Blaine County
Additional points of diversion, if any

8. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
1S	20E	15												9					9
		16														19	6	19	44
		22					24												24

Total number of acres to be irrigated 77

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

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of nonuse? No If yes, describe in item D, REMARKS.

B. DESCRIPTION OF PORTION OF RIGHT OWNED BY APPLICANT (If the entire right is owned by the applicant, omit part B).

1. Amount of water: a _____ cubic feet per second
&/or
b. _____ acre feet per annum
- ✓ Point of diversion _____ ¼ _____ ¼, Section _____ Township _____
Range _____, B.M., _____ County
Additional points _____

3. Place of use:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Total number of acres to be irrigated _____

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

1. General Information
- a. Amount of water to be diverted 1.54 c.f.s. &/or _____ acre feet
- b. Description of diverting works Well & pump (1 well only) (other well has been permanently abandoned).
- c. Describe the reasons for the proposed changes correct error in license

2. Change in point of diversion No Change
- Point of diversion _____ ¼ _____ ¼, Section _____ Township _____
- Range _____, B.M., _____ County
- Additional points _____

3. Change in place of use
- a. Are there leins, mortgages, or contracts on the lands from which you propose to transfer the water right which limit your authority to make the proposed change? Yes _____ No X. If yes, provide a statement agreeing to the proposed change from the holder of the lien, mortgage or contract.
- b. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer
No change - water has always been used on the lands to which it is being transferred, except for a few acres in Sec. 15 that were added about 8 years ago. About 14 acres in Sec. 16 were changed from well water to stream water when sprinklers were installed, but the other acres licensed in Sec. 16 never had well water used on them.

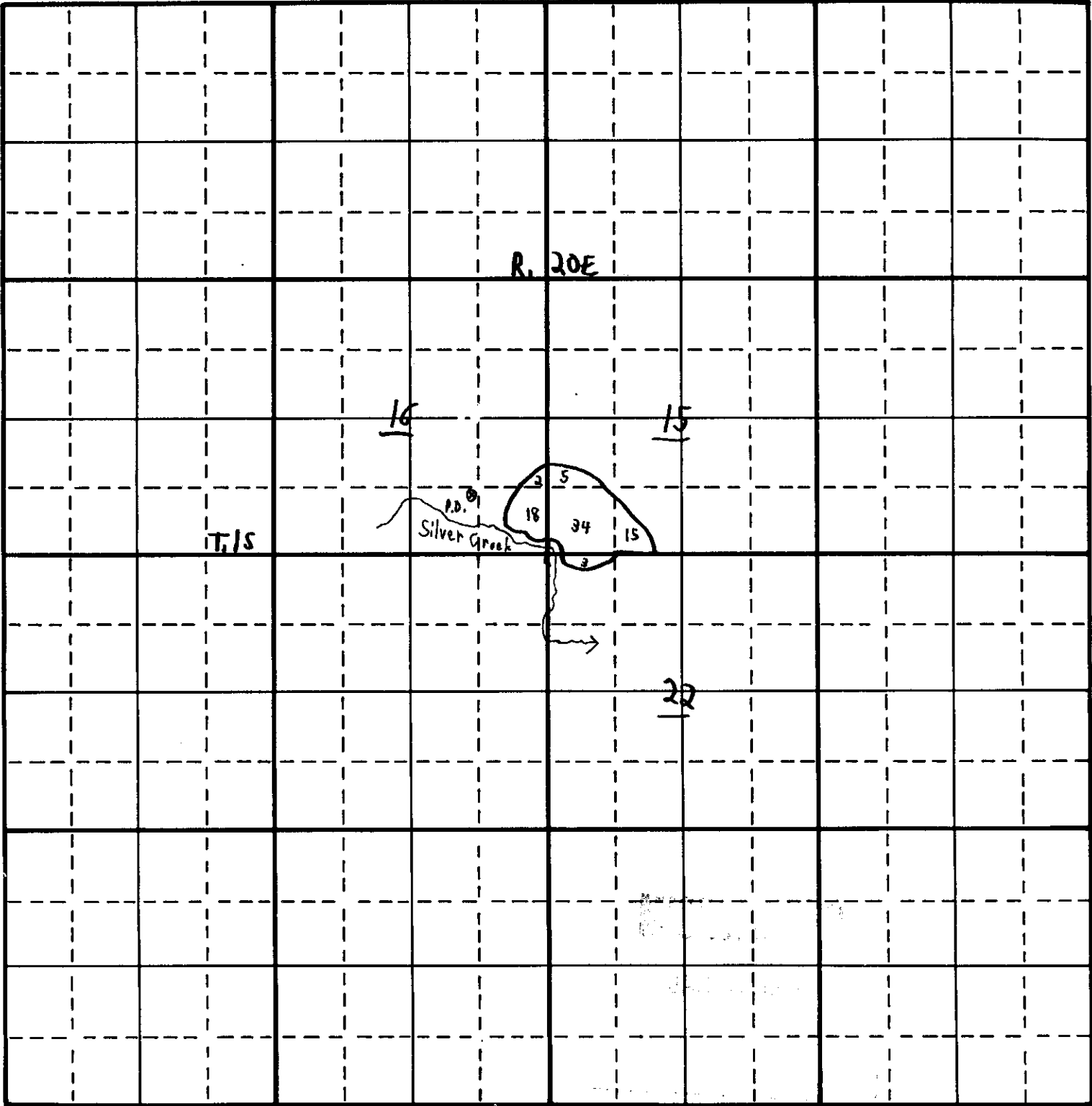
c. Describe the land or place of use to which the right will be transferred:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
1S	20E	15										5	34	15					54
		16													2			18	20
		22						3											3

Total number of acres to be irrigated 77

4. Describe any other water rights used for the same purpose as described above.

None
5. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



D. REMARKS

This system has always watered more than 77 acres, but for some unknown reason
the license only covered 77 acres. An application for permit will be made to cover
the other ground.

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement
in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willfull misrepresentations made in this application may result in voiding its approval.

Chas. B. Tarkenton
(Signature of Applicant)

Subscribed and sworn to before me this 24th day of August, 19 81

Faren O'Halloran
(Notary Public)

My commission expires Life

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 37-2591
and said application is hereby APPROVED, subject to the following limitations and conditions:

1. This right when combined with others shall not provide more than 0.02 cfs per
acre nor more than 3.0 acre feet per acre per annum.

Witness my hand this 15th day of October, 19 81

J. Glen Saxton
Chief, Operations Bureau

FOR DEPARTMENT USE ONLY

Received by <u>JP</u>	Date <u>8-24-81</u>	Protest filed by _____
Prelim. check by <u>TGB</u>	Fee <u>\$50.00</u>	_____
Receipted by <u>JP</u>	Date <u>8-27-81 #18737</u>	_____
Published in <u>Lead River Journal</u>	Copies of protest forwarded by _____	
Pub. dates <u>9/3 + 9/10/81</u>	Hearing held by _____ Date _____	
Watermaster recommendation requested on _____	Recommended for <u>approval</u> denial	
_____ rec'd. _____	by <u>Jim DRT</u>	

Federal Land Bank Association of Gooding

507 Idaho Street
Gooding, Idaho 83330
Telephone: (208) 934-5655

ALAN D. McCOMBS, Manager



August 26, 1981

114987 - Molyneux

Mr. Charles Larkin
Picabo, Idaho 83348

Dear Mr. Larkin,

This letter is to verify our verbal advice that the above numbered loan was transferred to you April 2, 1964. The land covered by your FLB mortgage is as follows:

TOWNSHIP 1 SOUTH, RANGE 20 EAST, BOISE MERIDIAN
COUNTY OF BLAINE, STATE OF IDAHO
Section 15: S $\frac{1}{2}$ SW $\frac{1}{4}$
Section 16: S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 21: N $\frac{1}{2}$ NE $\frac{1}{4}$
Section 22: N $\frac{1}{2}$ NW $\frac{1}{4}$

Should you have any questions or if we can be of further service, please feel free to contact this office.

Very truly yours,

A handwritten signature in cursive script that reads "Alan D. McCombs".

ALAN D. MCCOMBS
Manager

ADM/jg



ASSIGNMENT AND CONSENT

KNOW ALL MEN BY THESE PRESENTS, That we, LEVARD J. HANSEN and MARION T. HANSEN, husband and wife, of Blaine County, State of Idaho, in consideration of One Dollar and other good and valuable considerations to us in hand paid by Charles R. Larkin and Gioia B. Larkin, husband and wife, of Scottsdale, Arizona, the receipt of which is hereby acknowledged, do hereby sell, transfer and assign and set over to the said Charles R. Larkin and Gioia B. Larkin, and their executors, administrators and assigns, all our right, title and interest in and to that certain Agreement of Sale dated April 8, 1963, which is being held in Escrow No. 2198, at the Fidelity National Bank, Twin Falls, Idaho, for the sale of certain real property, together with certain water and grazing rights, as described therein, which Agreement of Sale is included herein by reference and is a part hereof, including all rights of action or otherwise to us accrued or hereafter to accrue thereunder, and hereby authorize Charles R. Larkin and Gioia B. Larkin in their own names to sue for and take all legal steps they may deem proper or necessary in connection therewith.

IN WITNESS WHEREOF, We have hereunto set our hands this 12th day of November, 1963.

E.B. Taylor
E.B. Taylor
WITNESSES.

Levard J. Hansen
Marion T. Hansen

CONSENT

KNOW ALL MEN BY THESE PRESENTS, That we, IVAN L. MOLYNEUX and DONNA P. MOLYNEUX, husband and wife, of Twin Falls, Idaho, for value received, hereby consent to the foregoing Assignment to the Assignees therein named of its Agreement of Sale dated April 8, 1963, with LEVARD J. HANSEN and MARION T. HANSEN, husband and wife, subject,

JAN 5 1964

however, to the covenants, conditions and terms set forth in said Agreement of Sale date April 8, 1963.

Laine Baldore
Laine Baldore
WITNESSES.

Joan L. Molyneux
Donna L. Molyneux

ACKNOWLEDGMENTS

STATE OF IDAHO,)
COUNTY OF BLAINE,) SS.

On this 12th day of November, 1963, before me, the undersigned, a Notary Public in and for said state, personally appeared Levard J. Hansen and Marion E. Hansen, Husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Ernest B. Taylor
Notary Public for Idaho,
residing at Sun Valley, Idaho.

STATE OF IDAHO,)
COUNTY OF TWIN FALLS,) SS.

On this 13th day of November, 1963, before me, the undersigned, a Notary Public in and for said state, personally appeared Ivan L. Molyneaux and Marion P. Molyneaux, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Laine Baldore
Notary Public for Idaho,
residing at ~~Twin Falls~~, Idaho.
Burr

My Commission expires Jan. 1, 1965.

NID-1000

JAN 1 1965

THIS INDENTURE, Made this 12th day of November

in the year of our Lord one thousand nine hundred and sixty-three, between
Levard J. Hansen and Marion T. Hansen, husband and wife,

of , County of Blaine, State of Idaho,

the parties of the first part, and Charles R. Larkin and Gioia B. Larkin, husband and wife,

of Phoenix, County of Maricopa, State of Arizona,

the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
Ten and No/100 (\$10.00) Dollars and other valuable consideration, ~~DOLLARS~~
lawful money of the United States of America,

to them in hand paid by the said
parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained
and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said parties
of the second part, and to their heirs and assigns forever, all of the following described real estate,
situated in , County of Blaine, State of Idaho, to-wit:

Parcel No. 1: Township 1 South of Range 20 East of the Boise
Meridian, Blaine County, State of Idaho:

Section 15: S $\frac{1}{2}$ Sw $\frac{1}{4}$;
Section 16: S $\frac{1}{2}$ SE $\frac{1}{4}$;
Section 21: N $\frac{1}{2}$ NE $\frac{1}{4}$;
Section 22: N $\frac{1}{2}$ NW $\frac{1}{4}$;

Parcel No. 2: Township 1 South of Range 20 East of the Boise
Meridian, Blaine County, State of Idaho:

Section 16: N $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.

Susie Wilson Right for 59 inches water, priority of March 15, 1883.
J. P. Freeman Right for 57 inches water, priority of June 15, 1887.
H. E. Smith Right for 62 inches water, priority of June 3, 1897.
J. R. Brodie Right for 54 inches water, priority of May 29, 1893.
All the foregoing water out of Silver Creek.

Also 67 inches Silver Creek water out of "J" Drain and 34 inches
Silver Creek water out of "KNL" Drain, and , Permit for 100 from
well on land, together with certain Grazing Rights in Muldoon
and Dry Creek Allotment for 108 A. U. H's to graze 36 head of
sheep.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto
belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents,
issues and profits thereof; and all estate, right, title and interest in and to the said property, as well
in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together
with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever,
and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable
possession of the said parties of the second part, their heirs and assigns, against the said parties
of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully
claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Levard J. Hansen [Seal]
Marian J. Hansen [Seal]
[Seal]
[Seal]

STATE OF IDAHO,

COUNTY OF Blaine,

ss.

On this 12th day of November in the year 1963, before me
Everett B. Taylor, a Notary Public

in and for said State, personally appeared Levard J. Hansen and Marion T. Hansen,
husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and
acknowledged to me that they executed the same.

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

Everett B. Taylor
Notary Public for the State of Idaho,
Residing at Sun Valley, Idaho.

No. _____
WARRANTY DEED

— TO —

Dated _____, 19____

STATE OF IDAHO,

COUNTY OF _____

ss.

I hereby certify that this instrument was filed
for record at request of _____

at _____ minutes past _____
M., this _____ day

_____ A. D. 19____

in my office, and duly recorded in Book _____
of _____ at page _____

Ex-Officio Recorder.

By _____ Deputy.

Fees, \$ _____

Mail to _____

ESCROW AGREEMENT

To FIDELITY NATIONAL BANK
TWIN FALLS, IDAHO Branch

(Address)

The undersigned, Ivan L. Molyneux and Donna P. Molyneux, husband and wife,
of Twin Falls, Idaho,

hereinafter called "Grantor," and Levard J. Hansen and Marion T. Hansen, husband and wife,
presently of Fairfield, Idaho

hereinafter called "Grantee," herewith deliver to you in escrow the documents and property hereinafter described to be held and disposed of by you in accordance with the instructions and upon the terms herein set forth, and not otherwise, to all of which the undersigned hereby agree. Said documents and property are described as follows:

Agreement of Sale covering lands and personal property consisting of irrigation equipment used in conjunction therewith, said lands being described as $N\frac{1}{2}NE\frac{1}{4}$ Sec. 21; $N\frac{1}{2}NW\frac{1}{4}$ Sec. 22; $S\frac{1}{2}SW\frac{1}{4}$ Sec. 15; $S\frac{1}{2}SE\frac{1}{4}$ Sec. 16 (Except 1/2 acre thereof) North half of S.E. $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 16 with appurtenant water rights and grazing rights, all in Twshp 1 South, Range 20 E.B.M., in Blaine County, Idaho, said agreement dated April 8, 1963.

Assignment of certificate of sale # 23173 dated 5-21-'54 issued by State of Idaho to Grantors, selling to Grantors $N\frac{1}{2}SE\frac{1}{4}$ & $NW\frac{1}{4}SW\frac{1}{4}$ Sec. 16, Twshp. 1 South, Range 20 EBM Blaine County, Idaho.

Warranty Deed of Grantors conveying to Grantees $N\frac{1}{2}NE\frac{1}{4}$ Sec. 21; $N\frac{1}{2}NW\frac{1}{4}$ Sec. 22; $S\frac{1}{2}SW\frac{1}{4}$ Sec. 15; $S\frac{1}{2}SE\frac{1}{4}$ Sec. 16 (Except 1/2 acre), all in Twshp. 1 South, Range 20 E.B.M. Blaine County, Idaho, together with appurtenant water rights, irrigation equipment, and Taylor Grazing Rights.

Quit Claim Deed conveying $N\frac{1}{2}SE\frac{1}{4}$ & $NW\frac{1}{4}SW\frac{1}{4}$, of Sec. 16, Twshp. 1 South, Range 20 E.B.M. Blaine County.

Title Policy in the face amount of \$70,000.00 insuring merchantable title to said premises except as stated in said agreement to be vested in Sellers to be deposited with the escrow upon the payment to the escrow for the Sellers account and advice on or before June 1, 1963 of the sum of \$5,000.00 - Received 5/60/63

Insurance Policy 5-24-63

Insurance Policy 5-28-63 - Snake River Mutual

You are hereby authorized and directed to deliver the above described documents and property to Grantee upon payment to you, at the address above specified, for the Grantor of the total sum of \$ 42,164.60, principal, and interest on the unpaid balance thereof at 6% per cent per annum from April 8, 1963 to be paid as follows:

(Specify date and amount of each payment of principal and dates of interest payment.)

\$5,000.00 on or before June 1, 1963

\$37,164.60 with interest accrued at 6% from April 8, 1963 in 20 equal annual installments of \$1,858.23 and interest then accrued beginning December 1, 1963 with a like installment and interest then accrued on or before the 1st day of December of each year thereafter until the total unpaid balance of purchase price with interest at 6% is fully paid

JAN 20 1964

Provided, however, that you are authorized to receive any or all such payments or any part thereof at any time after the above dates specified therefor (hereinafter referred to as the due dates) and prior to delivery of said documents and property to Grantor as hereinafter provided, with like effect as if paid on or before said due date.

If, however, at any time prior to full payment of all principal and interest above specified, Grantor delivers to you at the office above specified, written demand for the delivery of such documents and property to him, specifying in detail as grounds therefor, either:

(a) That all or any part of any payment of principal or interest above specified remains unpaid and that the due date therefor has passed; or

(b) That Grantee has failed to perform any specified term or condition, other than payment of principal and interest, encumbent on him to be performed, under that certain contract dated April 8th, 1963 made by and between Grantor herein as one party and Grantee herein as the other party, copy of which is deposited with you herewith for purposes of identification, then in such event or events, hereinafter called defaults, you shall promptly deliver to Grantee personally, or at your option deposit in the United States mail, postage prepaid, addressed to Grantee at R.F.D. Gannett, Blaine County, Idaho, or at such other address as he may have directed by writing previously delivered to you at the branch above designated, copy of such demand. If it appears by your records that all payments of principal or interest designated in said demand and for which the due date has actually arrived are fully paid, or if not, then if the same be paid before the expiration

of thirty days after said copy of demand is so delivered or mailed to Grantee, and within the same time Grantee also proves to your satisfaction that none of the other defaults, if any, specified in said demand existed at the time said demand was made, or if they did that they do so no longer, Grantor's said demand shall be disregarded and you shall continue to hold said documents and property under the terms hereof and to receive the payments as above specified at the times and on the same conditions and to the same effect as if no such demand had been made; otherwise all said documents and property then held by you shall be delivered to Grantor; provided, however, that you may at your option at any time without liability to anyone, withhold delivery of all said documents and property and decline to receive further payments hereunder until your rights, powers, and duties hereunder in any respect requested by you have been settled acceptably to yourselves by further written instructions of the undersigned or finally determined by judicial action.

It is further agreed that this instrument contains the entire agreement between you and the undersigned, or any of them, and that you are not a party to nor bound by the contract referred to in paragraph designated (b) above, or any provision thereof, nor by any instrument or agreement other than this, whether between or among the undersigned themselves; or otherwise; that you shall not be required to take notice of any default or any other matter; nor bound by nor required to give any notice or demand, nor required to take any action whatever except as herein expressly provided; and you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The undersigned agree to pay you as compensation for your services hereunder an initial fee of \$ 45.00, an annual fee of \$ 5.00 payable annually in advance for each additional year or fraction thereof after the first year that any money, document or property shall be held by you hereunder, and an additional fee of 1/10th of 1% (but not less than .25 on each collection) of all funds received by you hereunder, together with all actual and necessary expenses and liabilities you may incur hereunder, for all of which you are granted a first lien on all of the above described property and documents and all funds coming into your hands hereunder, and you shall be under no obligation to deliver any of said documents, property or funds until such lien is discharged, anything herein contained to the contrary notwithstanding.

All funds collected on this escrow are to be distributed as follows:

First: To the payment of all escrow fees, charges, and expenses of the escrow agent incident to this account.

Second: The escrow agent is authorized to expend from funds received any amounts due for Revenue Stamps on deeds at the time the deed is delivered.

Third: The balance is to be remitted to Ivan L. Molyneux at the following address Acct of Seller Fidelity National Bank, Twin Falls, Idaho or any other address subsequently furnished by the above named party entitled to receive funds collected on this escrow.

The words "Grantor" and "Grantee," and the language of this instrument, where there is more than one grantor or grantee, shall be construed as plural and be binding equally on all such grantors and/or grantees, and in cases where one or more are females, the masculine shall include the feminine. The word "undersigned" as hereinbefore used, refers to the grantors and/or grantees, and not to you.

IN WITNESS WHEREOF, the parties have executed this instrument, in triplicate, this 24th day of May, 1963 at Twin Falls, Idaho

Levard J. Hansen
Marion T. Hansen

Ivan L. Molyneux
Donna P. Molyneux

GRANTEES

GRANTORS

STATE OF Idaho

County of Twin Falls ss:

On this 24th day of May, in the year 1963, before me, the undersigned, a Notary Public in and for said state, personally appeared Ivan L. Molyneux and Donna P. Molyneux, husband and wife, and Levard J. Hansen and Marion T. Hansen, husband and wife,

known to me to be the person (s) whose name (s) are subscribed to the foregoing instrument, and acknowledged to me that (t) he (y) executed the same.

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

Clarence Sutton
Notary Public for Idaho

Residing at Twin Falls, Idaho.

The undersigned bank hereby acknowledges receipt of the documents and property described in the foregoing agreement, and agrees to hold and dispose of the same in accordance with the instructions and upon the terms and conditions above set forth.

Dated at Twin Falls, Idaho this 24th day of May, 1963

FIDELITY NATIONAL BANK
TWIN FALLS, IDAHO

By Clarence Sutton

AGREEMENT OF SALE

THIS AGREEMENT, Made and entered into this 8th day of April, 1963, by and between IVAN L. MOLYNEUX and DONNA P. MOLYNEUX, husband and wife, of Twin Falls, Idaho, as parties of the first part, hereinafter called the SELLERS, and LEVARD J. HANSEN and MARION T. HANSEN, husband and wife, of Fairfield, Idaho, as parties of the second part, hereinafter called the Buyers,

WITNESSETH: That for and in consideration of the sum of One Dollar(\$1.00) by each of the parties to the other in hand paid, receipt whereof is hereby acknowledged, and the stipulations and agreements hereinafter specified, well and truly to be performed by the Buyers, the Sellers do hereby agree to sell and convey by good and sufficient warranty deed unto the Buyers, and the Buyers do hereby agree to purchase of and from the Sellers, according to the terms and conditions hereinafter set out, the following described real property situated in Blaine County, Idaho, hereinafter particularly described, as follows:

All of the North half of the Northeast Quarter($N\frac{1}{2}NE\frac{1}{4}$) of Section Twenty-One(21); the North half of the Northwest Quarter($N\frac{1}{2}NW\frac{1}{4}$) of Section Twenty-Two(22); the South half of the Southwest Quarter($S\frac{1}{2}SW\frac{1}{4}$) of Section Fifteen(15); (EXCEPTING one half acre located in the $S\frac{1}{2}SE\frac{1}{4}$ of Section 16 near the northwest corner thereof, together with domestic well and septic tank thereon situated, which is hereby reserved to the Sellers, the exact description of said $\frac{1}{2}$ acre tract to be subject to survey); the South half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$) of Section Sixteen(16) (Except the one-half acre therein hereinbefore described which is reserved); the North half of the Southeast Quarter and the Northwest Quarter of the Southwest Quarter($N\frac{1}{2}SE\frac{1}{4}$ & $NW\frac{1}{4}SW\frac{1}{4}$) of Section Sixteen(16); all in Township One(1) South, Range Twenty(20) E.B.M., in Blaine County, Idaho, together with appurtenant water rights consisting of the following appropriations, to wit:

Susie Wilson Right for 59 inches water, priority of March 15, 1883
J.P. Freeman Right for 57 inches water, priority of June 15, 1887
H.E. Smith Right for 62 inches water, priority of June 3, 1897
J.R. Brodie Right for 54 inches water, priority of May 29, 1893, the foregoing all out of Silver Creek;
and 67 inches Silver Creek water out of "J" Drain and 34 inches Silver Creek water out of "K&L" Drain, and, Permit for 100 inches from well on land,

together with certain Taylor Grazing Rights in Muldoon and Dry Creek Allotment for 108 A.U.M.'s to graze 36 head cattle;

SUBJECT, to taxes for 1963 and subsequent years; to existing easements and rights of way; the any assessments or maintenance charges levied or assessed in connection with the appurtenant water rights for 1963 and thereafter, and any charges or assessments made or levied by the B.L.M. in connection with said grazing rights for 1963 and thereafter, and further, to the provisions of a first mortgage dated April 1, 1963 given to Federal Land Bank of Spokane given to secure payment of an obligation of which the principal sum ~~in~~ the amount of \$21,800.00 drawing interest at $5\frac{1}{2}\%$ per annum, payable in installments of \$1,824.21, including interest, in 20 annual payments is yet to become due, payment of which obligation according to its terms the buyers assume as part of the consideration for this agreement, and subject further to the unpaid balance in the sum of \$1,035.40 to become due to the State of Idaho under the provisions of Certificate of Sale No. 23173 dated May 21, 1954 payable in annual installments of \$33.40 each plus interest accrued at 4% , it being understood that the portion of the real property above described as the North half of the Southeast Quarter($N\frac{1}{2}SE\frac{1}{4}$) and the North west quarter of the Southwest Quarter($NW\frac{1}{4}SW\frac{1}{4}$), of Section 16 in Township 1 South, Range 20 E.B.M. in Blaine County, Idaho is being purchased from the State of Idaho on a forty year contract and Buyers assume payment of the unpaid balance of said contract in the sum of \$1,035.40 according to the terms of said contract as party

of the consideration for this agreement, it being further understood and agreed that certain stock of Federal Land Bank of Spokane, of the value of \$1,090.00 issued in connection with the first mortgage held by said Bank on said lands which stock is held by the Bank as collateral security for the payment of said mortgage obligation shall be retained by the Sellers and shall remain their property unless the Buyers shall desire to purchase the same and shall pay to the Sellers the sum of \$1,090.00 therefor, privilege being given to the Buyers to so do at any time during the pendency of this agreement.

It is understood that the Buyers have examined the premises herein agreed to be sold; that they are familiar with the condition of said premises and relying on their independent investigation thereof take the same, including all improvements thereon, in its present condition.

That said Buyers in consideration of the premises and the covenants, conditions and agreements herein contained, agree to pay to the Sellers as the purchase price of said lands the total sum of Seventy Thousand and no/100 Dollars (\$70,000.00) lawful money of the United States of America, due and payable as follows: Five Thousand and no/100 Dollars (\$5,000.00) upon the execution of this agreement, receipt whereof being hereby acknowledged; Five Thousand and no/100 Dollars (\$5,000.00) on or before the 1st day of June, 1963; Twenty One Thousand Eight Hundred and no/100 Dollars (\$21,800.00) by the assumption and payment by the Buyers of that certain obligation held by Federal Land Bank of Spokane secured by first mortgage of record on said lands sold, according to its terms and the interest accruing on said written obligation from April 1, 1963; One Thousand thirty five and 40/100 Dollars (\$1,035.40) by the assumption and payment by the Buyers of the unpaid balance on certificate of sale #23173 to the State of Idaho, according to the terms of said certificate of sale, with interest thereon accrued at 4% per annum, the annual principal installment payment being \$33.40 plus interest accrued, and the balance of said purchase price in the sum of Thirty Seven Thousand One Hundred Sixty four and 60/100 Dollars (\$37,164.60) with interest accrued thereon from date at the rate of six (6) per cent per annum due and payable in twenty equal annual installments as follows: One Thousand Eight Hundred fifty eight and 23/100 Dollars (\$1,858.23) and interest then accrued, on the 1st day of December, 1963, and \$1,858.23 and interest then accrued on the then unpaid balance of the purchase price on or before the 1st day of December of each year thereafter until the total unpaid balance of the purchase price with interest thereon accrued at 6% per annum shall be fully paid.

It is agreed that two (2) turbine pumps installed in wells on the premises together with approximately 80 feet of pipe line used in conjunction with irrigation from said wells, and a sixty per cent undivided interest in and to one centrifugal pump installed to pump out of Silver Creek and a sixty per cent undivided interest in approximately 1,000 feet of pipe line used in connection with said centrifugal pump and undivided 60 per cent interest in the electric motor powering said centrifugal pump, and the electric motors powering said turbine pumps, all in the present existing condition of such equipment, shall go to Buyers with said lands and water rights.

The Buyers shall farm the premises herein agreed to be sold and conveyed after the manner of good husbandry during the life of this agreement; that they will neither do nor permit to be done any waste to the lands or improvements thereon; that they will spray and treat any noxious weeds on said premises at the proper time or times in order to eradicate and control the same and that they will not nor shall they have the power to, subject the premises or any part thereof to any lien or liens for either labor or materials done or furnished in connection with any improvement done to or constructed on the premises.

Buyers agree to pay all taxes for 1963 and thereafter, all assessments or charges made or levied in connection with the appurtenant water rights for 1963 and thereafter, all assessments, charges or fees required by the Bureau of Land Management in connection with the Teylor Grazing Rights for 1963 and thereafter, all payments to become due on the first mortgage obligation, and all payments to become due on the purchase of the lands from the State of Idaho, before the same or any part thereof become delinquent, and if such delinquency occurs the Sellers may at their option pay the same and the Buyers shall immediately upon request reimburse the Sellers for such payment, with interest on the amounts so paid at 6% per annum, and the Buyers further agree to conform to all the regulations of the B.L.M. in connection with said grazing rights so as not to endanger the same.

RECORDED

JAN 2 1963

It is further agreed that Buyers shall at their expense keep the improvements on said premises insured against loss or damage by fire in a reasonably adequate amount by some qualified insurance Company with the policy to provide that loss, if any, shall be paid to Federal Land Bank of Spokane, the Sellers and the Buyers, as their interests appear, a copy of such policy to be placed in escrow with the Escrow holder hereinafter named, it being agreed, however, that if such loss should be sustained the Sellers so far as they are concerned will release such portion of the funds due them under the provisions of such policy of insurance, to the Buyers upon the repair, or the reconstruction, of the improvements so damaged or destroyed by fire.

It is agreed that all money due or to become due to the Sellers from the Buyers under the terms of this agreement except the initial payment of \$5,000.00 shall be paid at Fidelity National Bank of Twin Falls, Idaho, which Bank shall act as Escrow Agent and Holder for the parties, each party to pay one half of escrow fees, for the account and direction of the Sellers; that upon the execution of this agreement the Sellers shall execute and deliver to said escrow their good and sufficient warranty deed conveying said lands and water rights to the Buyers, free and clear of encumbrance except as hereinbefore stated, the certificate of purchase issued to Sellers by the State of Idaho No. 23173 with an assignment thereof to the Buyers, and when the Buyers have paid to said escrow for the Seller of the installment of \$5,000.00 due June 1, 1963 the Sellers shall furnish title insurance policy in the face amount of \$70,000.00 insuring merchantable title to said premises, except as hereinbefore stated, to be vested in the Sellers, with directions to said escrow to deliver all of said documents to the Buyers, with revenue in proper amount affixed to said deed, upon the payment by them to said escrow for Sellers advice and account of the unpaid balance of the purchase price, together with interest thereon accrued from date at the rate of six(6) per cent per annum.

It is agreed that if the Buyers shall prior to full payment of the unpaid balance of the purchase price together with interest thereon, convey said lands or assign their interest in this agreement to any third person, without the written consent of the Sellers, the then entire balance of the purchase price then unpaid, together with interest thereon accrued, shall at the election of the Sellers, become immediately due and payable. It is further agreed that if after default in the performance of any of the terms of this agreement by either party an action to enforce the terms of this agreement shall be instituted by the other party against the party so in default, such party shall be liable for and agrees to pay a reasonable fee for the attorney of the party so instituting and prevailing in such action.

Time is of the essence of this agreement and in the event the Buyers shall fail or neglect to pay the installments of purchase price and interest as agreed or to perform any other condition or covenant of this agreement when the same is agreed to be performed it shall be optional with the Sellers to declare this agreement forfeited and upon the making of such declaration all right of the Buyers to complete said purchase or to remain in possession of the said premises shall immediately terminate and the Buyers shall forfeit all money paid to the Sellers as purchase money unless the Sellers shall otherwise elect, provided, that if the Buyers shall default in any payment herein agreed to be made or shall fail to perform any covenant or agreement agreed herein to be performed, the Sellers shall by written notice mailed to Buyers at their post office address used by them while resident on said real property hereinbefore described call attention to such default or failure to perform, and if the Buyers shall thereafter within a period of thirty days make the payment which is in default or perform the act or covenant which they have theretofore failed to perform, upon such payment and/or performance this agreement shall thereupon be deemed to be in good standing.

The Buyers shall have immediate possession of the premises and shall be entitled to remain in possession of the same so long as the terms of this agreement shall be complied with but a failure to comply with the same shall at the option of the Sellers terminate the right of possession and the Buyers shall thereupon surrender peaceable possession of said premises to the Sellers and any money

paid to the Sellers by the Buyers shall be retained and remain the property of the Sellers as liquidated damages.

The parties bind themselves, their heirs, successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate this 29th day of April, 1963.

Ivan L. Molyneux
Donna P. Molyneux
Sellers

Levard J. Hansen
Marion T. Hansen
Buyers

STATE OF IDAHO

ss

COUNTY OF TWIN FALLS

On this 29th day of April, 1963, before me the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Ivan L. Molyneux and Donna P. Molyneux, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Roy E. Smith
Notary Public for Idaho residing at
Twin Falls, Idaho.

STATE OF IDAHO

COUNTY OF Twin Falls ss

On this 29th day of April, 1963, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Levard J. Hansen and Marion T. Hansen, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Roy E. Smith
Notary Public for Idaho residing at
, Idaho.

JAN 11 1964

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS, that We, IVAN L. MOLYNEUX and DONNA P. MOLYNEUX, husband and wife, of Twin Falls County, Idaho, for and in consideration of the sum of One Dollar (\$1.00) in hand paid to us, receipt whereof is hereby acknowledged, by LEVARD J. HANSEN and MARION T. HANSEN, husband and wife, of Camas County, Idaho, do hereby assign, set over, transfer and convey to the said Levard J. Hansen and Marion T. Hansen, husband and wife, all our right, title and interest in and to that certain agreement of sale entered into by the State of Idaho as Sellers and us as the purchasers of certain real property situated in Blaine County, Idaho, described as All of the North one-half of the Southeast Quarter($N\frac{1}{2}SE\frac{1}{4}$) and the Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$), of Section Sixteen(16) in Township One(1) South, Range Twenty(20) E.B.M. in Blaine County, Idaho, said agreement being evidenced by Certificate of Sale No. 23173 dated May 21st, 1954 issued by the State of Idaho to us as purchasers of said land, which certificate is hereto attached, it being understood that all our right, title and interest in and to said certificate shall and hereby does pass to the aforementioned assignees under the terms of this assignment.

Dated this 17th day of May, 1963.

Ivan L. Molyneux
Donna P. Molyneux

STATE OF IDAHO

ss

COUNTY OF TWIN FALLS

On this 17th day of May, 1963, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Ivan L. Molyneux and Donna P. Molyneux, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Roy E. Smith
Notary Public for Idaho residing at
Twin Falls, Idaho.

WARRANTY DEED

For Value Received IVAN L.MOLYNEUX and DONNA P.MOLYNEUX, husband and wife, of Twin Falls County, Idaho

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

LEVAR D J. HANSEN and MARION T. HANSEN, husband and wife, of Fairfield, Camas County, Idaho,

Blaine

Hereinafter called the Grantee, the following described premises situated in ~~Twin Falls~~ Blaine County, Idaho, to-wit: All of the North one half of the Northeast Quarter of Section Twenty-one (N $\frac{1}{2}$ NE $\frac{1}{4}$ Sec.21), the North one half of the Northwest Quarter of Section Twenty-two (N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec.22), the South one half of the Southwest Quarter of Section Fifteen (S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec.15) and the South one half of the Southeast Quarter of Section Sixteen (S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec.16) Excepting approximately one-half acre located near the northwest corner of said S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec.16 with domestic well and septic tank located thereon, the exact description of said 1/2 acre tract to be subject to survey, which is hereby reserved by the Sellers, all in Township One(1) South, Range Twenty(20) E.B.M. in Blaine County, Idaho, together with appurtenant water rights consisting of Sadie Wilson Right for 59 inches, priority Mch.15, 1883, J.P. Freeman right for 57 inches, priority June 15, 1887, H.E. Smith Right for 62 inches, priority June 3, 1897, J.W. Brodie Right for 54 inches, priority May 29, 1893, all out of Silver Creek; 67 inches out of "J" Drain, 34 inches out of "K&L" Drain, and Permit for 100 inches from well on land, together with certain Taylor Grazing Rights for 108 A.U.M.s in Muldoon & Dry Creek Allotment for 36 Head Cattle., SUBJECT to all taxes for 1963 and thereafter, all water maintenance or assessments made or levied in connection with Water rights appurtenant for 1963 and thereafter, to all charges and assessments made in connection with said grazing rights for 1963 and thereafter, to existing easements and rights of way, and to the provisions of first mortgage given to Federal Land Bank of Spokane to secure indebtedness of \$21,800.00 evidenced by the promissory note of the sellers which obligation Grantees assume and agree to pay as and according to its terms as part of the consideration for this conveyance, it being further understood that certain irrigation equipment now on the premises consisting of two turbine pumps installed in wells on premises together with the motors operating the same with approximately 80 feet of pipe line conveying water from said pumps, and an undivided 60% interest in and to a centrifugal pump and motor with 60% interest in 1,000 feet of pipe line, used to divert water from Silver Creek, to irrigate a portion of said lands, goes with the land to the Grantees under this conveyance,

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: May 17th, 1963

Roy E. Smith
Notary Public

Ivan L. Molyneux
Donna P. Molyneux

Instrument No.

STATE OF IDAHO, COUNTY OF TWIN FALLS

On this 17th day of May, 1963, before me, a notary public in and for said State, personally appeared Ivan L. Molyneux and Donna P. Molyneux, husband and wife,

known to me to be the person^s whose name^s are subscribed to the within instrument, and acknowledged to me that they executed the same.

Roy E. Smith
 Notary Public

Residing at Twin Falls, Idaho, Idaho.
 My commission expires May 1967

STATE OF IDAHO, COUNTY OF TWIN FALLS

I hereby certify that this instrument was filed for record at the request of

at _____ minutes past _____ o'clock m.,
 this _____ day of _____,
 19 _____, in my office, and duly recorded in Book _____
 of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy.

Fees \$ _____

Mall to: _____

QUITCLAIM DEED

THIS INDENTURE, Made this.....day of.....May....., 19.63.
 in the year of our Lord one thousand nine hundred and Sixty-three..... between
 Ivan L. Molyneux and Donna P. Molyneux, husband and wife,

 of Twin Falls.....County of Twin Falls.....
 State of Idaho....., the parties of the first part, and
 Levard J. Hansen and Marion T. Hansen, husband and wife

 of Fairfield,.....County of Camas.....
 State of Idaho....., the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
\$ - -Ten and no/100- - - -..... DOLLARS,
 lawful money of the United States of America, to.....them.....in hand paid by the said parties of
 the second part, the receipt whereof is hereby acknowledged, do.....by these presents remise, release
 and forever QUITCLAIM, unto the said parties of the second part, and to.....their.....heirs and
 assigns, all.....those.....certain lots, piece.s.....or parcel.s..... of land, situate, lying and being
 in....., County of.....Blaine....., State of Idaho, bounded and particularly
 described as follows, to-wit:

All of the North one-half of the Southeast Quarter($N\frac{1}{2}SE\frac{1}{4}$)
 and the Northwest Quarter of the Southwest Quarter($NW\frac{1}{4}SW\frac{1}{4}$),
 of Section Sixteen(16) in Township One(1)South, Range Twenty
 (20) E.B.M. in Blaine County, Idaho, together with any
 appurtenant water rights,

TOGETHER with all and singular the tenements, hereditaments and appurtenances hereto be-
 longing or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, is-
 sues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances,
unto the parties.....of the second part, and totheir.....heirs and assigns forever.

IN WITNESS WHEREOF, The said parties.....of the first part have hereunto set ~~their~~ hands
and seal^s.....the day and year first above written.

Signed, Sealed and Delivered in Presence of

Sealed and Delivered in Presence of
R. E. Smith

Joan L. Moloney (Seal)

Donna P. Moloney (Seal)

(Seal)

(Seal)

STATE OF IDAHO,
County of Twin Falls, } ss.

On this 17th day of May in the year 1963, before me

the undersigned _____ a Notary Public

in and for said State, personally appeared _____

Ivan L. Molyneux and Donna P. Molyneux, husband and wife.

known to me to be the person.s.....whose name.s.....are.....subscribed to the within instrument, and
acknowledged to me that.....the y.....executed the same.

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

Ray E. Smith

Notary Public for the State of Idaho,
Residing at Twin Falls, Idaho

My commission expires May 8th, 1967

No.....

QUITCLAIM DEED

—TO—

Dated..... 19..

STATE OF IDAHO, } ss.
County of Twin Falls, }

I hereby certify that this instrument was filed for record at request of _____.

at minutes past
o'clock M., this day

of _____, A. D. 19_____

4. my office, and duly recorded in Book.....

of ----- at page -----,

Ex-Officio Recorder

By _____

Fees, \$

Mail to

(Paste Here)

SEP 17 1981

Department of Water Resources
Southern District Office

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

Dept. Water Resource
BILL TO

**NOTICE OF PROPOSED
CHANGE OF WATER RIGHTS**
NO. 37-2591

NOTICE IS HEREBY GIVEN, That Charles Larkin of Picebo, Idaho, has applied to the Department of Water Resources for a change of place of use of water from a groundwater source. The right sought to be changed is evidenced by License No. 37-2591 and recorded as follows:

Amount: 1.54 cfs
Priority: December 24, 1956
Point of Diversion: SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 18, T1S, R20E, B.M., Blaine County
The water is used for irrigation of 77 acres from April 1 to November 1 within the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 15, W $\frac{1}{2}$ N $\frac{1}{2}$ E, R20E, T1S, B.L. 14, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 22, T1S, R20E, B.L. 14.

NOTARY PUBLIC

Number of Picas per Line 13
Number of Lines in Notice 40
Number of Insertions 2

_____	Lines tabular at _____	4¢ / Pica
<u>40</u>	Lines straight at <u>15 60</u>	3¢ / Pica
<u>40</u>	Subsequent lines at <u>10 40</u>	2¢ / Pica
TOTAL COST		<u>26.00</u>

Idaho Code, Rev. Statutes 1980)

7-8 pt. per line, straight	3¢ / Pica
7-8 pt. per line, tablier	4¢ / Pica
7-8 pt. per line successive insertions	2¢ / Pica

JAN 27 1974

State of Idaho

License and Certificate of Water Right

Water License No. G-26668Amount 1.54 c.f.s.

Water District No. _____

Priority Dec. 24, 1956

THIS IS TO CERTIFY that IVAN L. MOLYNEUX
of Kimberly, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated December 24, 19 56; that Permit No. G-26668
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
1.54 second feet, was issued thereunder on October 16, 19 62, showing that said works
were completed on the 9th day of January, 19 62; and that on the 9th
day of January, 19 62,

IVAN L. MOLYNEUX

of Kimberly, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of two wells
, a tributary of subterranean flow, for the purpose of irrigation
, under Use Permit No. G-26668 of the Department of Reclamation
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
12 of Licenses at page 7494, on the 16 day of October, 19 62;

The right hereby confirmed dates from December 24, 19 56;

The Point of Diversion is located 2 points

in the SW 1/4 SE 1/4, Sec. 16, Twp. 1 S, R. 20 E, B. M. Blaine County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 1.54 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
1 S.	20 E.	16	NW 1/4 SE 1/4	19	19
			SW 1/4 SE 1/4	24	6
			SE 1/4 SE 1/4	30	19
			SE 1/4 SW 1/4	13	9
		22	NE 1/4 NW 1/4	15	<u>24</u>
		Total number of acres to be irrigated: 77			

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place
of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this
16th day of October, 19 62.

RALPH W. THOMAS

Deputy State Reclamation Engineer.

(SEAL)

37 2591

APPLICATION FOR PERMIT

To Appropriate the Subterranean Waters of The State of Idaho

Application No. G- 34585
Permit No. G- 26668
District No.

1. Name of Applicant: IVAN L. MOLYNEUX
Postoffice address: R.R.#1, Kimberly County: Twin Falls State: Idaho
2. Quantity of water claimed: 2.0 cubic feet per second
 - (a) Rate of withdrawal in cubic feet per second. 2.0 or Idaho
Miners' inches 100 or gallons per minute. 909
 - (b) Annual withdrawal in acre feet per annum
3. Source of water supply: Drilled well or wells
4. Location of point of diversion or well is in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16
Twp. 1 S., Rge. 20 E., B.M., County of Blaine
5. Water is to be used for: Irrigation
6. If for municipal, industrial or recreational purposes, give:
 - (a) Point of use of water is in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp.
Rge. , B.M.
 - (b) Waste water or sewage effluent is to be returned to
at a point in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section , Twp. , Rge. , B.M.
7. Kind of works: Well, Pump and ditches
8. Estimated cost of works: \$ 5,000.00
9. (a) Is reservoir to be used?
(b) Capacity of reservoir:
10. The time required for the completion of such work and complete application of the water to the proposed use is five years.
11. If applicant is a corporation, give:
 - I. (a) Date and place of incorporation:
(b) Amount of capital stock: \$ (c) Amount paid in: \$
(d) Names and addresses of directors:
 - II. The financial resources of the applicant are (a) Cash onhand: \$
(b) Treasury stock: (c) Bonds to be issued:
(d) Other resources:
12. The land to be irrigated is described in the following tabulation:
13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: None.
 - (a) (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.
 - (b) (cubic feet per second, inches or gallons per minute) is for new lands.

October 16, 1981

RE: Application for Transfer of Water Right No. 37-2591

Charles Larkin
Picabo, ID 83348

Dear Mr. Larkin:

Enclosed herewith is a copy of your approved application for transfer as referenced above (Transfer No. 2587). Be sure to note the conditions of approval as listed on the fourth page.

Sincerely,

DAVID R. TUTHILL, JR., P.E.
Supervisor, Water Allocation Section

DRT:kw
Enclosure

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRANSFER ANALYSIS SHEET

INITIAL REVIEW BY: IG Blau

1. Right number 37-2591 Applicant LARKIN, Charles

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

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

4. Check:

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

b. ☒ Description of original point of diversion.

c. ☒ Description of original place of use.

5. Amount of land &/or water transferred:

a. ☒ All of right.

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

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

d. ☒ Check description of place of use.

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

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

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

h. ☒ Check for expansion in use of right. Comments _____

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

Right number(s) _____

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

If yes, what district? _____

FINAL PROCESSING REVIEW BY: ADM

1. Watermaster recommendation requested on N/A Received on _____

2. Is transfer published correctly? ☒ Yes ☐ No

3. Protest received? ☐ Yes ☒ No

RECOMMENDED ACTION

1. ☒ Approve

2. ☐ Deny

3. Conditions* ADM This rt. when combined with others
shall not exceed 0.02 cfs/2cu nor more than 3.0 acre feet per
acre/annum.

4. By ADM Date 9/29/81

adm 10/2/81 USE ABOVE CONDITION
* All uses within Watermaster Districts require special conditions.

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

37-2591

Notice is hereby given that Charles Larkin of Picabo, Idaho has applied to the Department of Water Resources for a change of place of use of/a groundwater source. The right sought to be changed is evidenced by License No. 37-2591 and recorded as follows:

Amount: 1.54 cfs Priority: December 24, 1956

Point of Diversion: SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 16, T1S, R20E, B.M., Blaine County

The water is used for irrigation of 77 acres from April 1 to November 1 within the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 15; W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 16;; NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 22, T1S, R20E

TO BE CHANGED AS FOLLOWS:

Amount: 1.54 cfs

Point of Diversion: No Change

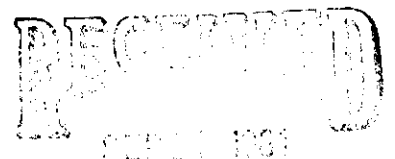
Place of Use: W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 15; E $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 16; NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 22, T1S, R.20E

The water is used for irrigation of 77 acres from April 1 to November 1.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd. North, Twin Falls, Idaho, 83301, on or before September 21, 1981.

A. KENNETH DUNN
Director

Published in the Wood River Journal on September 3 and September 10, 1981



Department of Water Resources

**NOTICE OF PROPOSED
CHANGE OF WATER RIGHT
NO. 37 2591**

NOTICE IS HEREBY GIVEN, That
Charles Larkin of Picabo, Idaho, has
applied to the Department of Water
Resources for a change of place of
use of water from a groundwater
source. The right sought to be changed
is evidenced by License No.
37 2591 and recorded as follows:

Amount: 1.54 cfs

Priority: December 24, 1956

Point of Diversion: SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec.
16, T1S, R20E, B.M., Blaine County

The water is used for irrigation of 77
acres from April 1 to November 1
within the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 15;
W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 16;
NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 22, T1S, R20E
TO BE CHANGED AS FOLLOWS:

Amount: 1.54 cfs

Point of Diversion: No change

Place of Use: W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$,
Sec. 15; E $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 16;
NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 22, T1S, R20E

The water is used for irrigation of 77
acres from April 1 to November 1.

Any protest against the approval of
the above proposed change of water
right must be filed with the Idaho
Department of Water Resources,
1041 Blue Lakes Blvd. North, Twin
Falls, Idaho, 83301, on or before
September 21, 1981.

A. Kenneth Dunn
Director

Publish: Wood River Journal--
September 3, 10, 1981.

ok
marg
9/2/81

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Southern Region

1641 Elgin Lakes Blvd. N.
Twin Falls, Idaho 83301
(208) 734-1575

AUGUST 24 1981

Wood River Journal
P.O. Box 488
Hailey ID 83333

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a calling proof to this office for review 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 along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to our office before SEPTEMBER 20, 1981.
21

Yours truly,

Mary A. Hill

Mary A. Hill
Secretary

Encl.

RECEIVED
AUG 24 1981

JAN 24 1982

December 05, 1974

RE: Water License No. 37-2591

Mr. Bruce Meecham
Federal Land Bank
121 - 4th Avenue West
Gooding, Idaho 83330

Dear Bruce:

Enclosed is the copy you requested per phone call. The fee is \$1.00 which you may remit at your convenience.

Very truly yours,

(Mrs.) ELEANOR J. WOODS
Records Supervisor

EJW:te

Handwritten:
12/10/74
H-100

October 16, 1962

Re: Permit No. G-26668

Ivan L. Molyneux
Route #1
Kimberly, Idaho

Dear Mr. Molyneux:

Enclosed are Certificate of Completion of Works and
License and Certificate of Water Right issued on Permit No.
G-26668.

Also enclosed is departmental receipt No. G-7503
in the amount of \$15.00 covering fees.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer

By:

(Mrs.) Edna P. Rule
Chief Clerk

ER:ew

Enc. certificates
receipt

26668

State of Idaho
DEPARTMENT OF RECLAMATION

Boise, Idaho

August 7, 1962

Re: Permit No. G-26668

Ivan L. Holyneux
Rt 1
Kimberly, Idaho

Dear Mr. Holyneux:

Our field engineer's report on his inspection of proof of completion of works and application of water to beneficial use under the terms of Permit No. G-26668 shows the wells ~~six~~(are) capable of conveying 100 miner's inches, or 2.0 c.f.s. of water for the irrigation of 129 acres.

Upon receipt of the statutory fees, totaling \$ 19.00, which consists of a Completion of Works fee of \$ 5.00 and License and Certificate of Water Right fee of \$ 14.00 - based at the rate of \$2.00 for each 40-acre subdivision - we will issue the Certificate of Completion of Works and the License and Certificate of Water Right confirming the right, with priority of December 24, 1956 to the use of 2.0 second feet of subterranean water with the point of diversion in the SW¹/₄ Sec. 16 for irrigation of 129 acres in the S¹/₂SW¹/₄ Sec. 15; W¹/₂SW¹/₄ SE¹/₄ Sec. 16; NE¹/₄ Sec. 22, T. 1 S., R. 20 E., P. 1.

Since your permit does include the SW¹/₄ Sec. 15 and the NE¹/₄ Sec. 22 it will be necessary to amend the land list on the permit if you want the extra land included in the license. Complete the enclosed form, submit it with the above mentioned statutory fees, plus an additional fee of \$1.00 for recording the amendment, to this office and the Certificate of Completion of Works and License and Certificate of Water Right will be issued as shown above.

If you do not want the extra land included the statutory fees will total \$15.00 and the land list will be restricted to the lands shown on the permit which are actually irrigated.

Very truly yours,

GEORGE N. CARTER
State Reclamation Engineer
BY

(Mrs.) Edna P. Rule
Chief Clerk

EPR:mr

Enc. amendment form

26668

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF ENGINEER

PERMIT NO. G-26668

Ivan L. Molyneux
Route #1
Kimberly, Idaho

REPORT ON PROOF OF Completion of Works & Beneficial Use

26668

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

Permit No. G-26668This proof is for Completion of Works & Beneficial Use In Water District No. 1. Name of applicant Ivan L. Molyneux, Route #1, Kimberly, Idaho2. Source of water supply: subterranean3. Location of point of diversion: Is in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16T. 1 S. R. 20 E. County of Blaine4. Describe works as they exist, giving dimensions and capacities of same: #1 Pump 20HPUS Motor #2885932, Westworth Pump #9762, Column 60' X 6" - 6" X 100'discharge pipe elevated 35' to open ditch - 4" Gate Valve in 8" closed casing#2 Pump - 25HP US Motor #2980803, Westworth Pump #9761Column - 60' X 8" - 150' X 8" discharge pipe elevated 35' to open ditch10" casing 3' above Ground level and perforated. Both ^{Flowing} wells5. Water is used for: irrigation6. State whether or not water has been turned into works of diversion: yes

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

W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 16; SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 15, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 22, T. 1 S., R. 20 E., B. M.

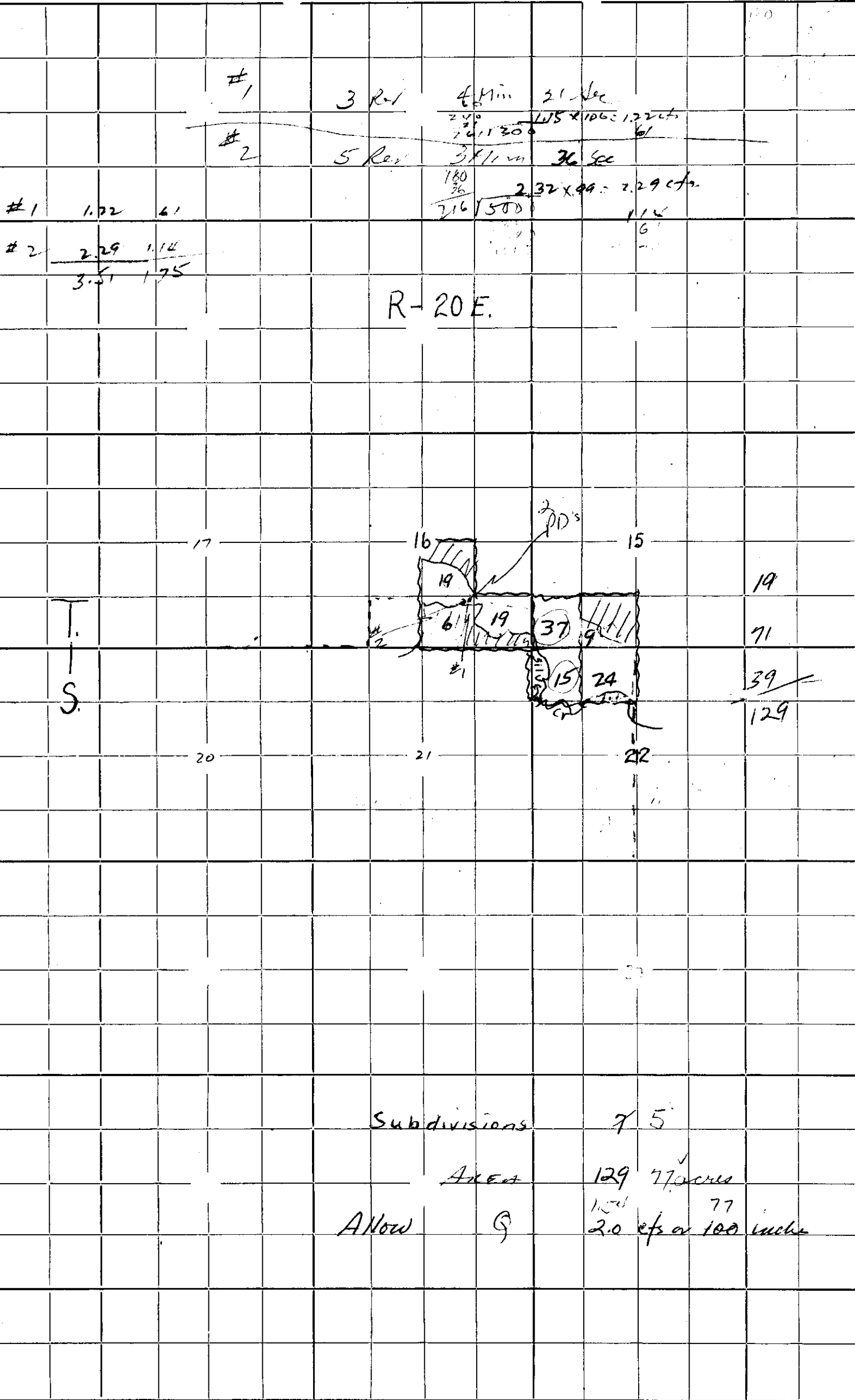
(Submit map on attached plat, showing location and details of above description.)

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

Remarks: Mr. Delmar McWillis alongMeasured by Sparting Meter #1 3 Rev. 4 Min 21 Sec.

#2 5 Rev. 3 Min 36 Sec.

This examination was made on the 19th day of July, 1962(Signed) Loyd Johnson Examiner.26668Temp
96°F



Scale: 2 Inches Equals 1 Mile. Draw Map In Ink.

26668

January 17, 1962

Re: Permit No. C-26668

Ivan L. Molyneux
Route #1
Kimberly, Idaho

Dear Mr. Molyneux:

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

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

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

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer

By:

(Mrs.) Edna P. Rule
Chief Clerk

EPR:

cc: Roy E. Smith, Lawyer
Algaras Bldg.
Twin Falls, Idaho

Enc. Form 3 enclosed as per
request

36668

ROY E. SMITH
LAWYER
Alturas
~~FIDELITY-BANK~~ BLDG.
TWIN FALLS, IDAHO

January 10,
1962.

Department of Reclamation,
State House,
Boise, Idaho.

Re: Permit # G26668
Ivan L. Molyneux

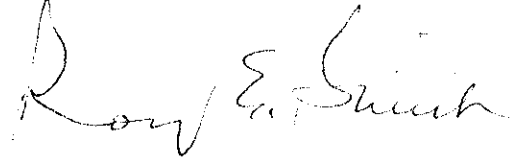
Dear Sirs:

Enclosed herewith please find deposition of applicant above named and deposition of Delmar A. McWillis and Vance Pulsipher witnesses, taken yesterday before me, in connection with the above matter.

Proof of publication will be mailed to you by The Hailey Times forthwith.

Yours truly,

RES/hm



P.S. Please send us form of application for permit so that we can prepare and file application to appropriate water delivered from these wells not covered by Permit above numbered.

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

Permit No. G 26668

Proof of Application of Water to Beneficial Use

and Completion of Works
Deposition of Holder

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

Ans. Ivan L. Molyneux, Rt. 1., Kimberly, Idaho., Farmer & Stockman, Kimberly, Idaho.

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

Ans. _____

Ques. 3. State number and date of permit, and date of priority you propose to establish under the permit.

Ans. G 26668, Jan. 9, 1957; Jan 9, 1957

Ques. 4. State source of water supply and give exact location of point of diversion.

Ans. Underground through two wells located at approximately the northeast corner of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Sec. 16 in Twpsh. 1 $\frac{1}{2}$ South, Range 20 $\frac{1}{2}$ E.B.M. Blaine County, Idaho

Ques. 5. Describe your works of diversion, and state amount of water they are capable of conveying from point of diversion to place of use, and give name of canal or ditch or other works by which water is conducted to such place of use. If a well, state depth of well, depth and size of casing and depth to water. If pump is used, state discharge of pump and tell how it was measured or determined. If sprinkler irrigation, give number and size of nozzles and operating pressure.

Ans. Two wells, one 8" well 130 feet deep equipped with turbine pump with 6" column, 7" bowls, 20 horse electric motor; the other well is a 10" well 120 feet deep, 8" column 10" bowls, 20 horse electric motor; first well produces 75" water and the second well produces 130" water, both heads measured over weir

Ques. 6. State for what purpose water is used and describe place of use. (If for irrigation, name each subdivision in which used, and number of acres in each subdivision that have actually been irrigated with said water.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. all used for irrigation of 19 acres in NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 16; 24 acres in SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 16; 30 acres in SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 16; 13 acres in SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 15; 15 acres in NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 22; all in Township 1 $\frac{1}{2}$ South, Range 20 $\frac{1}{2}$ E.B.M. Blaine County, Idaho; all cultivated ground; Ditches conducting said water to place of use have been improved and constructed as direct result of said use, the ranch having been already improved.

Ques. 6-a If this is a ground water permit, give name and address of person that drilled the well.

Ans. Harry Bolton, 2104 Kimberly Road, Twin Falls, Idaho.

26668

Ques. 7. If for other than irrigation purposes; state how applied, amount of horse power generated, etc.

Ans. _____

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

Ans. _____

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

Ans. _____

Ques. 10. State when, how, in what amount and to what extent the water diverted under above mentioned permit has been used.

Ans. All of the water produced by pumping said wells has been used in irrigating the above described lands. The first well was started in 1958 and completed in 1959 in time to use the same crop season of 1959 and has been used every year since. The 10" well was drilled in 1960 and used during the crop season of that year and every year since.

Ques. 11. State when, how, in what amount and to what extent waters other than those diverted under the above mentioned permit have been diverted and applied to beneficial use upon the lands herein described. Give full particulars regarding such other appropriations and rights claimed thereunder.

Ans. At the time the above permit was filed and granted no other water rights were appurtenant to the lands described. Since said date certain Silver Creek water appurtenant to other lands owned by applicant has been re allocated and made appurtenant to all the lands owned by applicant including the aforescribed lands.

(Sign) _____

I hereby certify that the foregoing testimony was read to the above subscribed before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me, at my office in Twin Falls, County of Twin Falls,

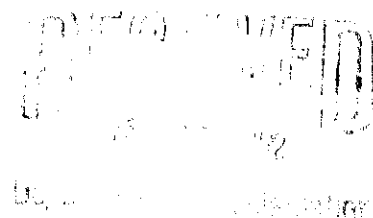
State of Idaho, on this 9th day of January, A. D. 1962.

Notary Public for Idaho residing at
Twin Falls, Idaho

My commission expires May 8, 1963

26668

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO



Permit No. G 26668

Proof of Application of Water to Beneficial Use
and Completion of Works
Deposition of Witness

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

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

Ans. Vance Pulsipher, 65 years, reside at 359 Orchalara Ave., Twin Falls, Idaho
retired formerly a rancher and stockman; my post office address is Twin Falls, Idaho.

Ques. 2. Are you acquainted with Ivan L. Molyneux, the
holder of Permit No. G-26668? How long have you known him and where does
he reside?

Ans. Yes for 45 years; he resides on a ranch near Kimberly, Idaho and operates
ranch there and the one in Blaine County .

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

Ans. Yes. I am familiar with its provisions and conditions.

Ques. 4. State source of water supply, place of diversion, and describe works for con-
veying water from point of diversion to place of use.

Ans. Two wells located near the northeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec.
16, Twshp 1 South, Range 20 E.B.M. Both are equipped with turbine pumps and produce
together over 200 inches of water which is conveyed to the lands where it is used by
private ditches.

Ques. 5. How many second feet of water do you estimate said works will safely con-
duct to place of use, and how much water have you seen being so conveyed?

Ans. I have seen four second feet of water produced by these two wells and
carried through the ditches to the lands irrigated

Ques. 6. (Pumps) How much water in cubic feet per second, miner's inches, or gallons
per minute have you seen the pump deliver, and how did you measure or estimate the
amount?

Ans. Two hundred or more inches. I am experienced in irrigating and have
seen it measured by a ditch rider in that area.

26668

Ques. 7. State for what purpose water is used and at what place. (If for irrigation, give each subdivision in which water has been used and number of acres irrigated in each subdivision.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. All the water from the wells is used for irrigation of the following lands:
19 acres in NWSE; 24 acres in SWSE; 30 acres in SESE; all in Sec. 16; 13 acres in SESW Sec 15;
15 acres in NESE Sec. 22; all in Twp. 1 South, Range 20 E.B.M. All this land is cultivated
land. no improvements have been constructed so far as I know as a direct result of the
use of said water.

Ques. 8. If for power or other purposes than irrigation, state how water has been applied and to what extent.

Ans. _____

Ques. 9. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

Ans. All of the land described and irrigated with said water is black valley
loam, extremely fertile. I think at least two inches to the acre is required to
profitably and properly farm this land which is not underlaid with hardpan and the
water applied will descend and eventually find its way into the neighboring creek.

Ques. 10. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent?

Ans. none

Ques. 11. State when, how, in what amount and to what extent you have witnessed the application to beneficial use of water diverted under said permit.

Ans. I was on the place during crop season of 1959, 1960 and 1961 and have observed
all of the lands described during their irrigation with the water from the wells
I also saw the wells during the times that they were drilled.

(Signed) James Pulsipher

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in Twin Falls,
County of Twin Falls, State of Idaho, on this 9th day of January,
A. D. 1962.

Ray E. Smith
Notary Public.

My commission expires May 8, 1962

26 668

**STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO**

Permit No. G 26668

**Proof of Application of Water to Beneficial Use
and Completion of Works
Deposition of Witness**

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

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

Ans. Delmar A. McWillis, 42 years, Near Picabo, Idaho; farmer and stockman,
P.O. address Gannett, Idaho.

Ques. 2. Are you acquainted with Ivan L. Molyneux, the holder of Permit No. G 26668? How long have you known him and where does he reside?

Ans. Yes I know him and have known him 22 years. He lives near Kimberly, Idaho.

Ques. 3. Have you read or heard read said Permit No. G 26668, and are you familiar with its provisions and conditions?

Ans. I have read the permit and am familiar with its provisions

Ques. 4. State source of water supply, place of diversion, and describe works for conveying water from point of diversion to place of use.

Ans. Two wells located in the Northeast corner of the SW¹ of the SE¹ of Sec. 16 in Twshp. 1 South, Range 20 E.B.M. Blaine County, Idaho equipped with two turbine pumps each powered with 20 h.p. electric motor producing at least 200 inches of water carried to the lands irrigated with the water by private ditches.

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use, and how much water have you seen being so conveyed?

Ans. More than four second feet of water and I have seen that much so conveyed and used.

Ques. 6. (Pumps) How much water in cubic feet per second, miner's inches, or gallons per minute have you seen the pump deliver, and how did you measure or estimate the amount?

Ans. The two pumps deliver more than 200 inches or four second feet. I did the irrigating and know from experience that such quantity was delivered. I have also seen the water measured over a weir by the local ditch rider in the area.

26668

Ques. 7. State for what purpose water is used and at what place. (If for irrigation, give each subdivision in which water has been used and number of acres irrigated in each subdivision.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. the water is all used for irrigation of 19 acres in NWSE; 24 acres in SWSE; and 30 acres in SESE, of Sec. 16; 13 acres in SESW Sec. 15 and 15 acres in NENW Sec. 22, all in Township 1 South, Range 20 E.B.M. Blaine County; all this land is cultivated land and no improvements have been made as the result of such use other than ditches improved and made, the ranch having already been improved with buildings and fences

Ques. 8. If for power or other purposes than irrigation, state how water has been applied and to what extent.

Ans. _____

Ques. 9. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

Ans. The land is black fertile loam and all of the water produced from these two wells, something over 200 inches is required to properly and profitably farm the 101 acres of land irrigated from the wells.

Ques. 10. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent?

Ans. no

Ques. 11. State when, how, in what amount and to what extent you have witnessed the application to beneficial use of water diverted under said permit.

Ans. I have irrigated these lands from the well and wells in 1960 and 1961, doing the work myself

(Signed)

Delmar A. McCallister

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in _____ Twin Falls _____, County of _____ Twin Falls _____, State of Idaho, on this _____ 9th day of January _____, A. D. 1962.

Roy E. Smith
Notary Public.

My commission expires May 8, 1963

26668

JAN 15 1962

NOTARY PUBLIC

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

NOTICE IS HEREBY GIVEN That at 2 o'clock P.M., on the 9th day of January, 1962, at Twin Falls, County of Twin Falls, State of Idaho, before Roy E. Smith, Notary Public, at 156 Third Ave. N., in the Alturas Bldg., proof will be submitted of the completion of works for the diversion of two cubic feet per second of underground water from a well, and of the applica-

tion to beneficial use of said water, in accordance with the terms and conditions of Permit No. 26668, heretofore issued by the Department of Reclamation, State of Idaho.

The name and postoffice address of the person or persons holding said permit is L. Molyneux, R.R. No. 1, Hailey, Idaho.

Said works of diversion were fully completed on the day of such completion, and the amount of water which said works are capable of conveying to the place of use is two cubic feet per second.

The use to which said water has been applied is irrigation purposes, and the amount applied to beneficial use is two cubic feet per second.

The point of diversion of said water is in S.W. Quarter of Section Sixteen (16) in Township One (1) South, Range Twenty (20) E.B.M., Blaine County, Idaho.

5. The place where said water is used is 73 acres in NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ &SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 16, 13 acres in SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 15, and 15 acres in NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 22; all in Township One (1) South, in Range Twenty (20) E.B.M., Blaine County, Idaho.

6. The date of priority which said user is prepared to establish is Dec. 24, 1956.

26668 GEO. N. CARTER
State Reclamation
Engineer

Affidavit of Publication

STATE OF IDAHO, }
County of Blaine, } ss.

BERWYN BURKE, being first duly sworn deposes and says that he is now and at all times herein mentioned has been the publisher of The Hailey Times, which is now, and at all times herein mentioned has been a newspaper as defined in Section 58-106 of the Idaho Code Annotated as amended by Chapter 38 of the Laws of 1939, and printed, regularly issued and published weekly at Hailey, in Blaine County, Idaho, and having a general circulation in said county, and not less than 200 bona fide subscribers living within said county, and that said newspaper has been continuously and uninterruptedly so printed and published as a weekly newspaper in said county during the period of 78 consecutive weeks prior to the first publication of the annexed true copy and at all times since, and that said annexed true copy was so published in the regular edition of said newspaper, The Hailey

Times, and not in any supplement thereof, for four consecutive weeks commencing with the first publication thereof on the

seventh day of December, 1961 and ending with the last publication thereof on the

twenty-eighth day of December, 1961

Cost of this publication is \$ 27.28

Berwyn Burke
BERWYN BURKE, Publisher.

Subscribed and sworn to before me, this 4 day
of January, 1962.

R. N. Molyneux
Notary Public for Idaho
Residing at Hailey,
Blaine County, Idaho.

26668

Form No. 11
2M - 10/60

NOTICE TO ACCOMPANY THIS LETTER MUST BE MADE IN DUPLICATE

(Date) December 4, 1961
(P. O.) Rt. 1, Kimberly, Idaho.

TO THE STATE RECLAMATION ENGINEER:

Boise, Idaho

Dear Sir:

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

John L. Molyneux

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

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

Engineer.

26668

ROY E. SMITH
LAWYER
~~Alturas~~
~~FIDELITY BANK BLDG.~~
TWIN FALLS, IDAHO

December 4,
1961.

Mr. Geo. N. Carter,
Department of Reclamation,
State House,
Boise, Idaho.

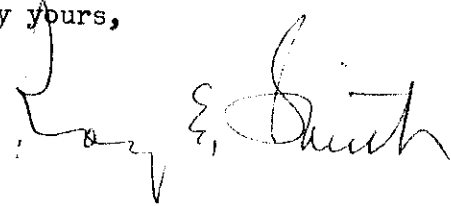
Dear Sir:

Re: Permit # G26668
Ivan L. Molyneux

Herewith notice in duplicate to be published in connection with the above application of December 14, 21, 28 & Jan. 4 in Hailey Times, together with authorization of such publication. Perhaps the publication could be started on the 7th if you deem advisable.

Very truly yours,

RES/hm

A handwritten signature in cursive script, appearing to read "Roy E. Smith". The signature is written in dark ink and is positioned to the right of the typed name "Roy E. Smith".

12-6-61

1200
6-28-61

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

Boise, Idaho

Re: Permit No. G-26668
Ivan L. Molyneux

Date: December 5, 1961

The Hailey Times,
Hailey, Idaho.

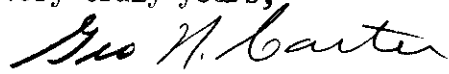
Gentlemen:

Enclosed you will find notice for publication, once a week for four consecutive weeks prior to January 9, 1962 the date set for proof; the expense of the publication is to be paid by the applicant's attorney

Roy E. Smith of Alturas Bldg., Twin Falls, Idaho to whom you should furnish proof of publication on or prior to the date set for proof.

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

Very truly yours,


GEO. N. CARTER
State Reclamation Engineer

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

Encl.

26668

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

Notice is hereby given that at 2 o'clock PM., on the 9th day of January 19 62, at Twin Falls, County of Twin Falls, State of Idaho, before Roy E. Smith, Notary Public, at (address) 156 Third Ave. N., in the Alturas Bldg., proof will be submitted of the completion of works for the diversion of two ☒ cubic feet per second of underground water from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G 26668 ☒, heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit is Ivan L. Molyneux *P.O. Box 1000*

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

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

4. The point of diversion of said water is in S.W. Quarter of the S.E. Quarter of Section Sixteen (16) in Township One (1) South, Range Twenty (20) E.B.M., Blaine County, Idaho

5. The place where said water is used is 73 acres in NW 1/4, SE 1/4, SE 1/4, SE 1/4 of Sec. 16, 13 acres in SE 1/4, SW 1/4 of Sec. 15, and 15 acres in NE 1/4, NW 1/4 of Sec. 22; all in Township One (1) South, in Range Twenty (20) E.B.M., Blaine County, Idaho.

6. The date of priority which said user is prepared to establish is January 9th, 1957

State Reclamation Engineer

26668

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

BOISE

December 5, 1961

Re: Permit No. G-26668
Ivan L. Molyneux

Mr. Roy E. Smith,
Attorney at Law,
Alturas Bldg.,
Twin Falls, Idaho.

Dear Mr. Smith:

This acknowledges the Notice of Proof of Completion of Works and Application of Water to Beneficial Use under Permit No. G-26668, in the name of Ivan L. Molyneux. Final Proof is to be made before you, as Notary on the 9th day of January, 1962, ~~1962~~ at 2:00 o'clock P.M., at Alturas Bldg., Twin Falls, Idaho.

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

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

In returning the depositions to this office, be sure that all copies have been signed, that your Notary's seal has been placed on each and that all depositions, (Holder and two witnesses) are being returned. Also be sure to enclose the Affidavit of Publication.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer

By:

Rule
(Mrs.) Edna P. ~~Rutledge~~
Chief Clerk

Encl.
EPR:Pk
cc: Applicant

56668

S T A T E O F I D A H O

DEPARTMENT OF RECLAMATION

Boise, Idaho

Re: Permit No. G-26668

Date: Nov. 1, 1961

Ivan L. Molyneux
Route #1
Kimberly, Idaho

The date for proofs of Completion of Works and Application of Water to Beneficial Use, as set out under the terms of Permit No. G- 26668 are due not later than **January 9, 1962**

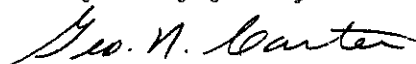
Before these proofs can be made, the statutory requirement is that a notice of your intention of proof be published once a week for four consecutive weeks in a newspaper within the county in which the land is located. In completing the Notice of proof for publication, the information should be taken from your Permit, including any amendments made in connection with a change of point of diversion or land list which has been recorded in this department. If changes have been made and no amendments are on record, we advise that you request a form for this purpose before your Notice is published.

We enclose Form 36, in duplicate, which is to be filled out and returned to this department at least forty (40) days before the mentioned date, (allowing for four weeks publication). Please give the name of the town, the address of the place where the depositions will be executed, and, the name of the notary public before whom you will appear to make the depositions of proof (this may be at any place convenient for you and your two witnesses), the quantity of water filed; for what purpose it is used; the point of, or points of diversion; and the location of use of the lands which are irrigated -- all by legal land description.

Enclosed also is Form 11, which is the authorization for us to have the notice published in the designated county newspaper at your expense. This is to be returned with Form 36.

At the time we send the notice to the newspaper we will send to you the forms for the depositions of holder and two disinterested witnesses. It is important that the depositions be executed at the time, on the date set, at the place named and before the notary public, as advertised in the publication notice.

Very truly yours,



GEO. N. CARTER

State Reclamation Engineer

Enclosures form 36 - 11

26668

January 21, 1957

Re: Permit No. G-26668

Mr. Ivan L. Molyneux
Route #1
Kimberly, Idaho

Dear Mr. Molyneux:

We enclose Permit No. G-26668 in which we direct your attention to the limitations and conditions as given on the fourth page under approval of the State Reclamation Engineer.

Departmental receipt No. G-2379 was issued covering payment of \$5.25 for the filing fee in connection with the above captioned permit, which is enclosed.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

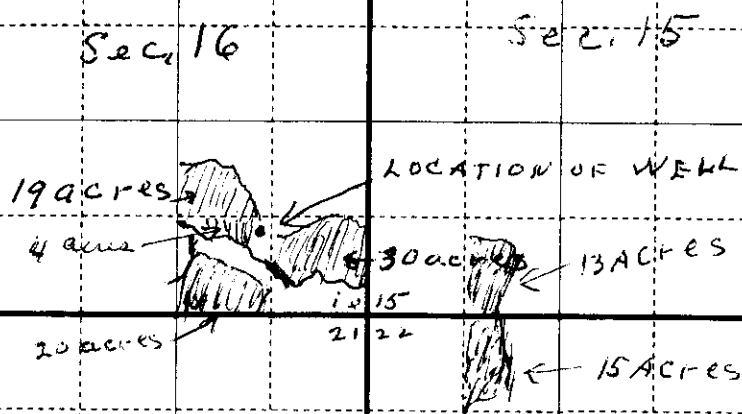
Chief Clerk

ER:ab
Enclosures

26668

T. S. R20 E.B.M

Form No. 0



Sec	21
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See 22

Permit No. 4-26668
As Approved
MARK R. KULF
State Reclamation Engineer

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

26668