

Identification No. 11 0104

Transfer No. _____

APPROVED

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
WATER RESOURCES

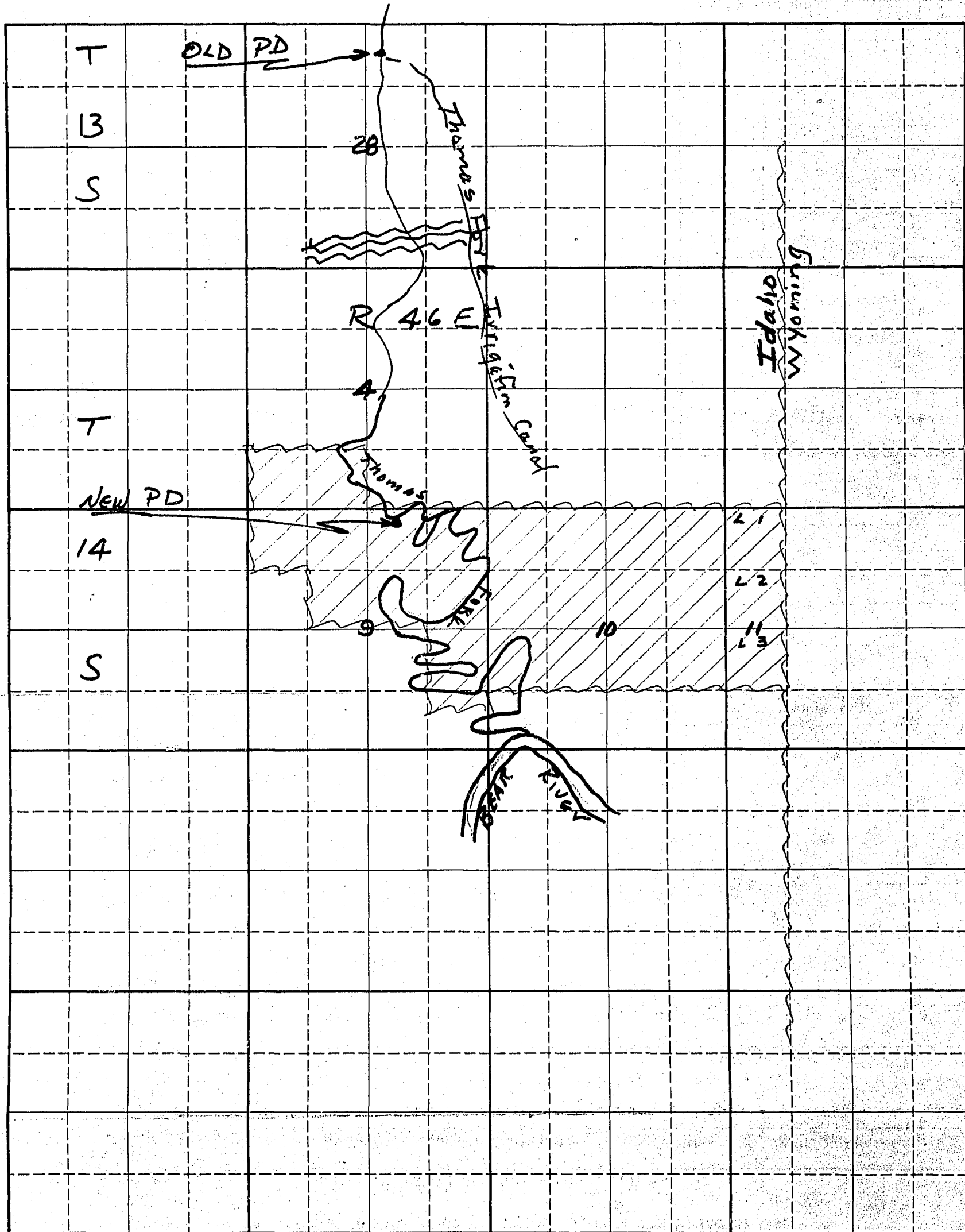
APPLICATION FOR TRANSFER OF WATER RIGHT
To Change the Point of Diversion and/or the Place of Use

1. Name of Right Holder DeWitt H. Feller &/or Marie Feller
Post office address Cokeville, Wyoming 83114 Ph: 307-849-0523
2. Right obtained by:
 - a. Decree to C. Webster in Case of W. A. Fawcett et al
(Name)
vs. Thomas Fork Irrig. Dated Feb. 2, 1902 in 5th Judicial Dist. Court of Idaho
& Canal Co., C. Webster et al (Name of Court)
Court. County of Bear Lake.
 - b. License No. _____ issued by the State of Idaho, Department of Reclamation.
3. Source of water Thomas Fork of Bear River tributary to Great Salt Lake
(Name of stream or source)
4. Date of Priority May 15, 1880
5. Amount of water ☒ a. 13.8- 13.6 c.f.s. and/or 0.943 - m f
b. _____ acre feet/annum
6. Water is used for irrigation from Apr. 15 to Oct. 15
(Month, Day) (Month, Day)
7. Original location of point of diversion is NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28,
Township 13S, Range 46E, B.M., in Bear Lake County;
Additional points of diversion, if any _____

8. Lands presently irrigated or place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
14S	46E	4											40	40					80
		9	40	40	40	40	40	40		40					40			15	335
		10	40	40	40	40	40	40	40	40	40	40			40	40			480
		11						L.1 42	L.2 42		L.3 42								126

Total number of acres presently irrigated 1,021



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

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

Contract of sale attached.

10. CHANGE IN POINT OF DIVERSION

a. Quantity to be diverted at new point: ~~2.8~~ 3.6 c.f.s. and/or _____ acre feet

b. New point of diversion: NW ¼ NE ¼, Section 9, Township 14S
Range 46E, B.M.

c. Description of method of diversion and conveyance from new points of diversion: Permanent 70 Hp pumping station out of Thomas Fork for sprinkler system on west side of Thomas Fork

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

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

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

To improve method of irrigation and use water and land more efficiently

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

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

~~9.8 10x10~~ cfs will be diverted at the original point of diversion

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

11. CHANGE IN PLACE OF USE

a. Describe the new lands on which you wish to use your right. no change

[illegible]

Total number of acres to be irrigated _____

b. Do you intend to make the transfer permanent? _____

c. Are you completely abandoning the lands previously irrigated by this right? If not, explain your plans:

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

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

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

Devin H. Sella
(signature of applicant)

Subscribed and sworn to before me this 26th day of MARCH 1975

Ronald P. Carlson
(notary public)

My commission expires 2/14/78

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

This is to certify that I have examined Application for Transfer of Water Rights No. 11-0104
and said application is hereby APPROVED

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

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

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

Witness my hand this 30th day of May, 1975

R. Keith Higginson
R. Keith Higginson, Director
Department of Water Resources

FOR DEPARTMENT USE ONLY

Received by MB Date 3-26-75 Protest filed by: _____ Date _____
Prelim. check by MB Date 3/26/75 _____
Fee received by MB Date 3-26-75 Fee \$ 30.00 _____
Approved for publication by MB Date 4-28-75 # 4161 _____
Published in News-Examiner Dates April 30, 1975 _____
Hearing held _____
Watermaster Recommendation sent H. A. #115 Virgil Beckman _____

MB 3/27/75

TRANSFER ANALYSIS SHEET

1. Fee 30.00
2. Name and Signature ✓
3. Source ✓
4. Right Being Transferred
 - a. Decree ✓
License _____
Use _____
 - b. Location - Original P. D. NWNE 28 135 46E
 - c. " - Original P. U. ✓
 - d. " - New P. D. NWNE 9 145 46E (part)
 - e. " - New P. U. No change
5. Ownership of Original Right Decreed to C. Webster.
Comment _____

6. Expansion of Right? No
Comment _____

7. Watermaster's Comments W.D. 11-F -

8. Comments _____

[Handwritten signature]

CONTRACT OF SALE OF REAL ESTATE

THIS CONTRACT, Made and executed this 8th day of March, 1973, by and between Reuben Walter and Blanche S. Walter, husband and wife, of Montpelier, Bear Lake County, Idaho, the parties of the first part, hereinafter called Sellers, and DeWitt H. Feller and Marie Feller, husband and wife, of Randolph, Rich County, Utah, the parties of the second part, hereinafter called Buyers: -

WITNESSETH: That the Sellers, for and in consideration of the covenants and agreements on the part of the Buyers hereinafter contained, agree to sell and convey to the Buyers, and the Buyers agree to buy all that certain real and personal property located in Idaho and Wyoming, more particularly described as follows, to-wit:

Bear Lake County, Idaho:

Township 14 South, Range 46 East of the Boise Meridian:

Section 4: S $\frac{1}{2}$ SW $\frac{1}{4}$.

Section 9: N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, and all that portion of SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying North of U.S. Highway 30-N.

Section 10: N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$.

Section 11: Lots 1, 2 and 3.

Containing approximately 1009.62 acres.

Lincoln County, Wyoming:

Township 26 North, Range 120 West of the Sixth Principal Meridian:

Section 25: A tract in Lot 2 of Section 25 as follows:

Beginning at the Northeasterly corner of said Lot 2, and running

thence Westerly along the Northerly boundary line of said Lot 2 a distance of 1225 feet;

thence Southerly at right angles to the Northerly boundary line of said Lot 2 a distance of 405 feet;

thence Easterly a distance of 1225 feet to the Easterly boundary line of said Lot 2;

thence Northerly along the Easterly boundary line of said Lot 2 a distance of 405 feet to the point of beginning.

Containing approximately 11.38 acres.

Together with all water and water rights thereunto appertaining, including, but not limited to 680 miner's inches of Thomas Fork Creek and 680 shares of Thomas Fork Creek Irrigation Company.

Together with the following described personal property:

1 Tractor, John Deere 1963
1 Tractor, John Deere 1960
2 Plows
1 Combine, International
1 Baler, 214 John Deere
1 Swather, 830 John Deere 1972
Sprinkler Pipes, 3000 feet 4 in.
320 foot main line 6 in.

1 - 1 Ton Dodge 1965
1 Grain Drill
1 Tractor, Fordson Major Diesel, with pump
3 Spring Tooth Harrows
1 Disk
1 Everman Leveler
2 Snow Blades
All hay remaining in Stacks on
said premises as of May 1, 1973.

Sellers agree to sell said premises and property, and the Buyers agree to purchase the same, for a total sum and consideration of ONE HUNDRED SIXTY THREE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS, payable as follows:

\$ 10,000.00 down upon the execution of this contract, the receipt of which is hereby acknowledged,

\$ 22,760.00 to be due and payable on or before May 1, 1973, and the balance in the sum of

\$131,040.00 together with interest thereon at the rate of 6% per annum from May 1, 1973, to be paid in annual installments of

\$ 11,425.38 including interest, the first such payment to be due and payable on or before November 20, 1973, and succeeding payments to be paid on or before the 20th day of November, in each succeeding year thereafter, until said purchase price, together with interest as aforesaid, has been fully paid.

It is further understood and agreed that the Buyers may use their equity as security for loan purposes at any time after 10 years from date hereof.

It is further understood and agreed that Buyers shall have the right of prepayment of any part or all of the contract after five years.

Buyers shall be entitled to possession of said premises as of May 15, 1973.

Sellers agree to pay all taxes, levies and assessments for 1972 and prior years; and Buyers agree to pay all taxes, levies and assessments for 1973 and subsequent years, the same to be paid when due, and prior to any delinquency, during the term of this contract.

It is further understood and agreed that the Buyers shall maintain a fire insurance policy on said premises in an amount sufficient to satisfy the Federal Land Bank loan requirements.

In the event the Buyers shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Sellers may, at their option, pay said taxes, levies, assessments and insurance premiums or either of them, and if Sellers elect so to do, then the Buyers agree to repay the Sellers upon demand, all such sums so advanced and paid by them, together with interest thereon from date of payment to said sums at the rate of 3/4 of one percent per month until paid.

Sellers agree to furnish to Buyers a purchaser's policy of title insurance in the amount of \$114,000.00 on the Idaho property, and Sellers shall furnish to Buyers an abstract of title continued to date of closing on the Wyoming property. It is understood that said abstract is presently held by Caribou Title Company, in connection with title insurance covering the Federal Land Bank loan above mentioned. Said abstract shall be added to the escrow upon payment of the Federal Land Bank loan, and delivered to Buyers upon pay-off of this contract.

It is further understood and agreed that the Bill of Sale covering the above described personal property shall be delivered to Buyers by the Escrow Holder, hereinafter named, upon receipt of the installment due November 20, 1974.

In the event of default under the terms of this contract, whether by non-payment of any installment hereunder, or otherwise, which default continues for a period of 15 days time, Sellers shall cause notice to be given to Buyers by certified mail, addressed to said Buyers at the last address they shall have provided in writing to said escrow holder; and, if said default be cured within the period hereinafter mentioned, then this contract shall remain in full force and effect; but if said default be not cured within thirty days of the giving of such notice, then said contract shall be null and void, and the escrow holder shall return all property and documents placed in said escrow, and not required for the permanent file of said escrow holder, to said Sellers. Buyers shall be responsible for any costs incurred by reason of default, and the giving of necessary notices following such default; and such sums shall be added to, and paid with the delinquent installment.

It is understood and agreed that the above and foregoing remedy is cumulative, and Sellers shall have any other remedy permitted them by the laws of the State of Idaho and of the State of Wyoming; and in event it shall become necessary to foreclose this contract by judicial action, Buyers agree to pay a reasonable attorney's fee, together with the other costs of court allowed by law.

In order to carry the provisions of this contract into effect, it is hereby agreed that a copy of this contract, together with a good and sufficient Warranty Deed and Bill of Sale from Sellers to Buyers, shall be placed in escrow with the First Security Bank of Idaho, at Montpelier, Idaho, and upon completion of payments hereunder by said Buyers, Escrow Holder is hereby authorized to deliver to Buyers the said Warranty Deeds and Bill of Sale, together with any other documents or property then held in said escrow. All payments made hereunder shall be made to said Escrow Holder. Said escrow holder shall be instructed to make payments due on the existing Federal Land Bank mortgage from the payments made hereunder.

In event of default as above set forth, and foreclosure by notice or by judicial action, as above provided, Sellers shall be entitled to retain all sums paid hereunder, as and for rental for the use and occupancy of said premises, and for liquidated damages for the breach of this contract.

This contract shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Page 4. - Contract of Sale of Real Estate
Walter - Feller

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands
as of the day and year in this Contract first above written.

Reuben Walter
REUBEN WALTER

Blanche S. Walter
BLANCHE S. WALTER
S E L L E R S.

DeWitt H. Feller
DEWITT H. FELLER

Marie Feller
MARIE FELLER
B U Y E R S.

STATE OF IDAHO)
: ss.
County of Bear Lake)

On this 11th day of April 1973, before me, the undersigned, a Notary
Public in and for said County and State, personally appeared Reuben Walter and
Blanche S. Walter, husband and wife, and DeWitt H. Feller and Marie Feller,
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.

Archie L. Van Almon
NOTARY PUBLIC for the State of Idaho.
Residing at Soda Springs, Idaho.
My commission expires February 14, 1977.

Nº 120

RECEIVED

APR 23 1975

AFFIDAVIT OF PUBLICATION

Department of Water Resources
Eastern District Office

STATE OF IDAHO,

ss.

County of Bear Lake

Loren W. Thompson

being duly sworn,

deposes and says:

That he is the *publisher* of THE NEWS-EXAMINER, a weekly newspaper published at Montpelier, in the County of Bear Lake and State of Idaho; and said paper has been and is in general circulation in the county aforesaid, and in the vicinity of Montpelier; that the advertisement, a copy of which is attached hereto, was published in said newspaper once a week for *two* consecutive weeks in the regular and entire issue of said paper during the period and time of publication, and was published in the newspaper proper and not a supplement; that said paper has been established and regularly published for more than seventy-eight consecutive weeks prior to the date of first publication of said advertisement.

Such notice was published in the issue beginning with

April 3, 19*75*, and ending with the issue of *April 10*, 19*75*.

Loren W. Thompson
Fees, *25.18*

Subscribed and sworn to before me this *11th* day

of *April*, 19*75*,
Maada F. Thompson

Notary Public, Residing at Montpelier, Idaho

My Commission Expires *March 13*, 19*79*

NOTICE OF PROPOSED
CHANGE OF WATER RIGHTS

JA NO. 11-0.
NO. 11-0104

Notice is hereby given that DeWitt H. &/or Marie Feller, Cokeville, Wyoming, has applied to the Department of Water Resources for a change in the point of diversion of the waters of Thomas Fork of Bear River tributary to Great Salt Lake. The right sought to be changed is evidenced by decree to C. Webster in case of W.A. Faysell, et al, -vs- Thomas Fork Irrigation and Canal Co., C. Webster, et al, dated Feb. 2, 1902 in Fifth Judicial District court of Idaho, Bear Lake County is recorded as follows:

AMOUNT: 13.8 cfs
PRIORITY: May 15, 1880
DECREED POINT OF DIVERSION: NW1/4 NE1/4, Sec. 28, T. 13S, R. 46E, B.M., Bear Lake County;

The water is used to irrigate 1,021 acres within the S1/2SW1/4, Sec. 4, NE1/4, N1/2NW1/4, SE1/4NW1/4, E1/2SE1/4, Sec. 9, N1/2, N1/2S1/2, Sec. 10, N1/2NW 1/4, NE1/4SW1/4, Sec. 11, T. 14S, R. 46E, B. M.
TO BE CHANGED AS FOLLOWS

Only 3.8 cfs will be diverted within the NW1/4NE 1/4, Sec. 9, T. 14S, R. 46E, B.M., Bear Lake County and the remainder of the right will be diverted at the original point of diversion.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401, on or before April 21, 1975.
R. KEITH HIGGINSON
Director

Published in the News-Examiner, Montpelier, Idaho, on April 3 and April 10, 1975.

W A3-10

March 27, 1975

C
RE: Application for Transfer of Water Right No. 11-0104
DeWITT H. &/OR MARIE FELLER

O
Mr. Virgil Boehme, Watermaster
Water District No. 11-F
Geneva, Idaho 83238

Dear Mr. Boehme:

P
Enclosed please find a copy of the above referenced application together with a recommendation of watermaster form. Please review the application and complete the form, returning it to this office on or before April 21, 1975.

If you have any questions, please feel free to contact us.

Y
Very truly yours,

RONALD D. CARLSON
District Engineer

RDC:MB

Enclosures

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

NO. 11-0104

Notice is hereby given that DeWitt H. &/or Marie Feller, Cokeville, Wyoming, has applied to the Department of Water Resources for a change in the point of diversion of the waters of Thomas Fork of Bear River tributary to Great Salt Lake. The right sought to be changed is evidenced by decree to C. Webster in case of W. A. Fawcett, et al, -vs- Thomas Fork Irrigation and Canal Co., C. Webster, et al, dated Feb. 2, 1902 in Fifth Judicial District court of Idaho, Bear Lake County and is recorded as follows:

AMOUNT: 13.8 cfs

PRIORITY: May 15, 1880

DECREE POINT OF DIVERSION: NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 28, T. 13S, R. 46E,

B.M., Bear Lake County;

The water is used to irrigate 1,021 acres within the S $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 4, NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 9, N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, Sec. 10, N $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 11, T. 14S, R. 46E, B.M.

TO BE CHANGED AS FOLLOWS

Only 3.8 cfs will be diverted within the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 9, T. 14S, R. 46E, B.M., Bear Lake County and the remainder of the right will be diverted at the original point of diversion.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401, on or before April 21, 1975.

R. KEITH HIGGINSON

Director

Published in the News-Examiner, Montpelier, Idaho, on April 3 and April 10, 1975.

CW-2
CW-4

March 28, 1975

RE: Application for Transfer of Water Right No. 11-0104 FELLER

The News-Examiner
P.O. Box 278
Montpelier, ID 83254

Gentlemen:

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

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

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

Very truly yours,

RONALD D. CARLSON
District Engineer

Bill submitted _____ by _____

RDC:MB

Enc: Legal Notice (1)

April 22, 1975

C
RE: Application for Transfer No. 11-0104 FELLER

O
The News-Examiner
P.O. Box 278
Montpelier, ID 83254

Gentlemen:

P
Would you please submit an affidavit of publication and certified bill in connection with the above referenced application. The legal notice was to have been published in your paper on April 3 and April 10, 1975.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

Y
RONALD D. CARLSON
District Engineer

RDC:MB

RECEIVED

APR 21 1975

Department of Water Resources
Eastern District Office

APPLICATION FOR TRANSFER OF WATER RIGHT

NO. 11-0104

RECOMMENDATION OF WATERMASTER

I, Virgil Boehme, watermaster of Fawsett Water District,
of Water District No. 11, County of Bear Lake, State of Idaho,
whose address is Geneva, Idaho
have read the attached copy of the application for transfer of water right for Dewitt H.
+ for Marie Feller, and to the best of my knowledge believe the
(name)
application to be true.

A. I hereby endorse the above numbered Application for Transfer and recommend
that the Director of the Department of Water Resources approve the transfer subject to
the following conditions: The point of diversion can be changed
but NO new land be put under irrigation from
this new change or pipe line. (This is a motion passed
OR by the Fawsett board of
Director + myself)

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

Dated at Geneva, Idaho, this 17 day of April 19 75

Virgil Boehme
(signature)

Please use reverse side if needed.

RECEIVED

MAY 2 1975

Department of Water Resources
Eastern District Office

INTER-DEPARTMENT MEMO — 1

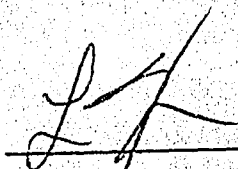
DATE April 28, 1975

FROM Loren Holmes

TO Bob Fleenor

SUBJECT Transfer No. 11-0104

Recommend approval subject to the condition that a suitable measuring device be installed at the new point of diversion.



SIGNATURE

RECEIVED

MAY 2 1975

Department of Water Resources
Eastern District Office

INTER-DEPARTMENT MEMO — 1

DATE April 30, 1975

FROM Glen Saxton

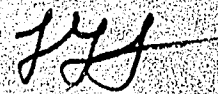
TO Ron Carlson

SUBJECT Transfer 11-0104

A review of the decreed rights in the name of C. Webster shows the following:

<u>Identification No.</u>	<u>Rate</u>	<u>Priority</u>
11-0104	13.6 cfs	5-15-80
11-0105	5.0 cfs	9-15-84
11-0106	5.2 cfs	6-15-85

Note that Right 11-0104 is in the amount of 13.6 cfs. The applicant proposes to transfer 13.8 cfs. Please determine whether the applicant is attempting to transfer all of Right 11-0104 and a portion of one of his other rights.



SIGNATURE

1515 Lincoln Road

May 5, 1975

RE: Application for Transfer of Water No. 11-0104

Mr. & Mrs. DeWitt H. Feller
Cokeville
Wyoming 83114

Dear Mr. & Mrs. Feller:

There is some question as to which rights are affected by your application for transfer. The Thomas Fork decree lists the following rights in the name of C. Webster:

<u>IDENTIFICATION NO.</u>	<u>RATE</u>	<u>PRIORITY</u>
11-0104	13.6 cfs	5/15/1880
11-0105	5.0 cfs	9/15/1884
11-0106	5.2 cfs	6/15/1885

Your application lists the right to be transferred as the May 15, 1880 right, but shows the amount as 13.8 cfs. Do you desire to also transfer a portion of one of the other rights or is the amount shown in error?

Please clarify this for us as soon as possible, so that your application can be forwarded for final action.

Very truly yours,

LOREN O. HOLMES
Assistant to the
District Engineer

LOH:mb

CONVERSATION MEMORANDUM

RE May 6, 1975

FILE T 11-0104

NAME OF PARTY DeWitt Feller

EMPLOYEE Loren Holmes

RE: DeWitt Feller called in reply to my letter of May 5, 1975 to say
that only the May 15, 1880 right is to be transferred and that the total
amount of water should be 13.6 c.f.s. instead of 13.8 c.fs.

LH

MEMORANDUM

RECEIVED

MAY 13 1975

TO: Loren Holmes

Date: May 9, 1975

Department of Water Resources
Eastern District Office

FROM: Glen Saxton *GS*

RE: Transfer No. 11-0104

According to Bob Fleenor, the original incorrect rate of 13.8 cfs in Item 5 of the application for transfer should not be changed by the Department simply by whiting it out and typing in the correct amount. The proper procedure would be to line out the 13.8 cfs, leaving it still legible, show the correct rate of diversion and return the application to the applicant for his initials beside the change. The reason for this is that an application for transfer or a statutory claim is in the form of an affidavit. We run into potential problems when we change the individual affidavit without some record regarding the change. A typical potential problem may be that in the future someone would look at this transfer and see only 13.6 cfs as the rate of diversion and compare it with the advertised change which shows 13.8 cfs. The next logical question might be the validity of the advertisement etc. Such changes, as whiting out, however, can be made on applications for permit since that document is not in the form of an affidavit.

1515 Lincoln Road

May 14, 1975

C RE: Application for Transfer of Water Right No. 11-0104

O Mr. & Mrs. DeWitt H. Feller
Cokeville
Wyoming 83114

Dear Mr. & Mrs. Feller:

P We have made the changes which we discussed during our telephone conversation on May 6, 1975, to correct the rate of diversion shown on your application for transfer.

Since the application for transfer is in the form of an affidavit, you must initial any changes which are made. Please note the changes in Items No. 5 and No. 10g on the enclosed document and initial the changes, returning the document to us as soon as possible.

Y If you have any questions, please feel free to contact us.

Very truly yours,

LOREN O. HOLMES
Assistant to the
District Engineer

LOH:mb

Enclosure

C
O
P
Y

May 29, 1975

Re: Transfer No. 11-0104

DeWitt H. & Marie Feller
Cokeville,
Wyoming 83114

Dear Mr. & Mrs. Feller:

Enclosed is a copy of your approved Application for Transfer No. 11-0104. We direct your attention to the condition of approval as listed on the fourth page.

Be sure to note that a special condition requiring you to install and maintain a measuring device at your point of diversion has been placed upon your transfer. We are enclosing a letter describing different types of measuring devices accepted by this office.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:rb

Enclosures

bc: Eastern District

