

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE BEAR RIVER BASIN WATER SYSTEM

RECEIVED

SEP 11 2024

CIVIL CASE NUMBER: 79576

Claim ID: 13-2218

Date Received: 9/1/24

Receipt No: 7001280

Claim Fee: \$207 By: MB

IDWR/Preston NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of claimant(s) Clark & Dana Cox Phone (208) 339-2638
Mailing address 5935 West Oxford Creek Rd Clifton ID Zip 83228
Street or Box City State
Email address (optional) _____
2. Date of priority: (Only one per claim) Aug 23, 1960 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
3. Source of water supply (Check one) Ground Water ☒ or Other () (a) _____
which is tributary to (b) _____
4. a. Location of point of diversion is: Township 1350, Range 38E, Section 17,
SE 1/4 of SE 1/4, Govt. Lot —, BM, County of Franklin - Bannock
Parcel no. RPR 4643013400 RP00315.00
Additional points of diversion, if any: twp 1350 Rng 38E Sec 20 SWNW, SWNW
If available, GPS Coordinates _____
b. If instream flow, beginning point of claimed instream flow is:
Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
Ending point is: Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
5. Description of existing diversion works (dams, reservoirs, ditches, wells, pumps, pipelines, headgates, etc.),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.
3 wells supply water to 156.5 acres Farm Ground

6. Water is claimed for the following purposes:

(dates are inclusive MM-DD) (cfs) (acre-feet)
For Irrigation purposes from Apr 1 to Nov 1 amount .57 or 242
For _____ purposes from _____ to _____ amount _____ or _____
For _____ purposes from _____ to _____ amount _____ or _____
For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) .57 (cfs) and/or (b) 242 (acre-feet)

8. Non-irrigation uses; describe fully (e.g., Domestic: Give number of households served; Stockwater: Type and number of livestock, etc.) _____

9. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13S	38E	16											40						40
13S	38E	17																38.5	38.5
13S	38E	20		14.5					28	35.5									78

Parcel no(s) RPR 4643013400, RP00315.00 Total number of acres irrigated 156.5

10. In which county(ies) are lands listed above as place of use located? Franklin-Barnack

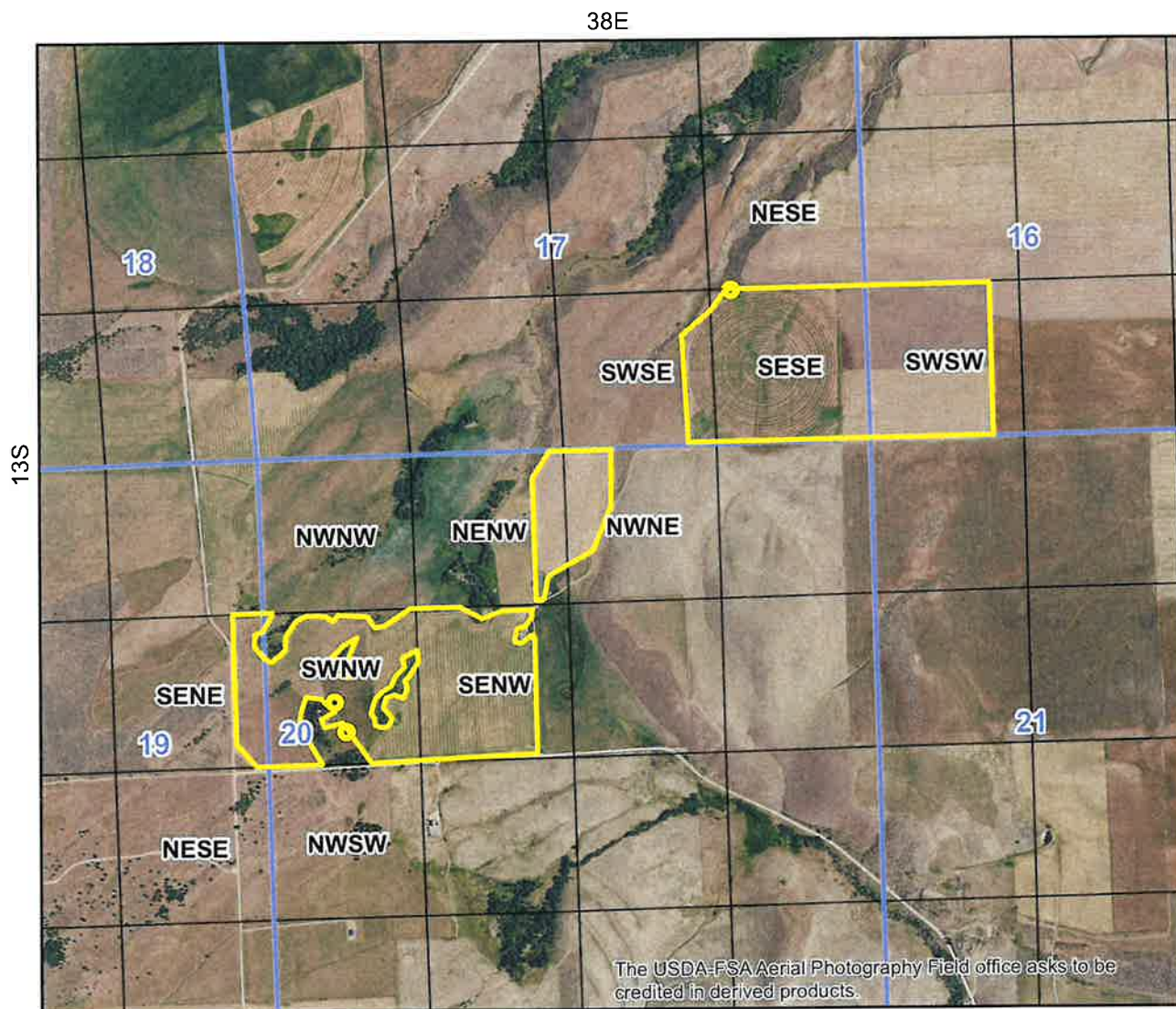
11. Do you own the property listed above as place of use? Yes (X) No ()
If your answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.
* 13-7180, And other Beneficial use water rights that we will be claiming or None ()

13. Remarks (Include an explanation of the priority date selected):
* Priority Date is given with the license

Name of claimant(s) _____ Claim ID _____

State of Idaho
Department of Water Resources
Water Right
13-2218



0 0.175 0.35 0.7 Miles

- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters
- Point of Diversion
- State Outline



Scale: 2 inches equals 1 mile

[illegible]

Claim ID _____

14. Basis of claim (Check one) Beneficial Use () Posted Notice () License (X) Permit () Decree ()

Court _____ Decree Date _____ Plaintiff v. Defendant _____

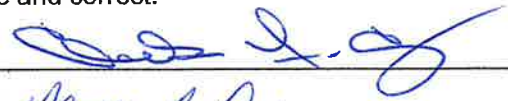
If applicable provide IDWR Water Right Number 13-2218

15. **Signature(s)**

- (a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Bear River Basin Water System Adjudication."
(b.) I/We do () do not () wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 5

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s)  Date: 9-11-24
 Date: 9-11-24

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

_____ of _____
Agent's title (Please print) Name of organization (Please print)

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Printed Name of Authorized Agent _____

16. **Notice of Appearance:**

Notice is hereby given that I, (please print) _____, will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address _____

Name of claimant(s) _____ Claim ID _____

WATER RIGHT NO. 13-2218

As Modified by Transfer No. 79192

In accordance with the approval of Transfer No. 79192, Water Right No. 13-2218 is now described as follows:

Right Holder: CLARK COX
5935 WEST OXFORD CREEK ROAD
CLIFTON, ID 83228

Priority Date: 8/23/1960

Source: GROUND WATER

BENEFICIAL USE

IRRIGATION

From

04/01

To

to 11/01

Diversion Rate

0.570 cfs

0.570 cfs

Diversion Volume

242.0 af

242.0 af

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER	SESE	Sec 17 Twp 13S Rge 38E	FRANKLIN County
GROUND WATER	SWNW	Sec 20 Twp 13S Rge 38E	FRANKLIN County
GROUND WATER	SWNW	Sec 20 Twp 13S Rge 38E	FRANKLIN County

PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13S	38E	16											40.0						40.0
13S	38E	17																38.5	38.5
13S	38E	20		14.5					28.0	35.5									78.0

Right Acre Limit: 100.0

POU Total Acres: 156.5

CONDITIONS OF APPROVAL

1. This right is limited to the irrigation of 100 acres within the authorized place of use in a single irrigation season.
2. Rights 13-2218 and 13-7180 when combined shall not exceed a total diversion rate of 3.13 cfs, a total annual maximum diversion volume of 548 af at the field headgate, and the irrigation of 156.5 acres.
3. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
4. Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

Transfer No. 79192

WATER RIGHT NO. 13-2218
As Modified by Transfer No. 79192

CONDITIONS OF APPROVAL

5. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
6. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
7. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
8. This right is used in combination with water from Oxford Creek and Rockslide Creek.



1428996

167941

Recorded at the request of

740

R 46430 12600

Clark Cox - 447-3564
Donna (wife) 852-0810

American Land Co.

DEC 3 1984

called 2/27/89
Now all Clark Cox
514SPECIAL WARRANTY DEED
(Corporate Form)Curtis L. Keller RECORDER
By LaRae L. Johnson Dep
FRANKLIN COUNTY, IDAHO

FIRST SECURITY BANK OF UTAH, National Association, a Corporation organized and existing under the laws of the United States, with its principal office at Salt Lake City of the County of Salt Lake, State of Utah, Grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under it to COX BROTHERS, a partnership (TRACY C. COX and CLARK FRANKLIN COX), Grantees, of Oxford Route, Clifton, Idaho 83228, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described tract of land in Franklin and Bannock Counties, State of Idaho:

Township 13 South, Range 38 East of the Boise Meridian,
Franklin County, Idaho

Section 20: S $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$.

Township 13 South, Range 38 East of the Boise Meridian,
Bannock County, Idaho

Section 16: SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 17: SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Clark Cox

The officers who sign this Deed hereby certify that this Deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 30th day of November, 1984.

Attest

FIRST SECURITY BANK OF UTAH, N.A.

Secretary
(Corporate Seal)

By: _____
R. Douglas Parsons
Assistant Vice President

STATE OF IDAHO)
COUNTY OF FRANKLIN)

On the 30th day of November, 1984, personally appeared before me R. Douglas Parsons, who being by me duly sworn dit say, each for himself that he, the said R. Douglas Parsons, is the Asst. Vice President of FIRST SECURITY BANK OF UTAH, N.A., and that the within and foregoing instrument was signed in behalf of said Corporation by authority of its by-laws. and said R. Douglas Parsons duly acknowledged to me that

impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

PARCEL 1:

167929

Township 13 South, Range 38 East of the Boise Meridian, Franklin County, Idaho

Section 28: N $\frac{1}{2}$ of LOT THREE (3), BLOCK FIVE (5), OXFORD TOWNSITE.

PARCEL 2:

Township 13 South, Range 38 East of the Boise Meridian, Franklin County, Idaho

✓ Section 20: S $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$.

Township 13 South, Range 38 East of the Boise Meridian, Bannock County, Idaho

Section 16: SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 17: SE $\frac{1}{4}$ SE $\frac{1}{4}$.

* * * * *

Together with all water and water rights, ditches and ditch rights, well and well rights, including, but not limited to Permit No. 28957/13-2218, 13,7180.

Also including all irrigation equipment of every kind and character and additions thereto and replacements now or hereafter owned by the borrowers and used in the irrigation of the above premises, including all pumps, all fixtures and accessories.

Subject to existing easements for roads, highways, ditches, canals, laterals and power and transmission lines.

Subject, as to Parcel 1, to FINANCING STATEMENT to FIRST NATIONAL BANK OF LOGAN, filed for record March 17, 1980, as Microfilm Instrument No. 152468 (UCC No. 9412), records of Franklin County, Idaho.

Subject, as to Parcel 2, to FINANCING STATEMENT to FIRST BANK AND TRUST OF IDAHO, filed for record May 2, 1984, as Microfilm Instrument No. 166172 (UCC No. 13339), records of Franklin County, Idaho.

Subject, as to Parcel 2, to EASEMENT to UTAH POWER AND LIGHT COMPANY, recorded August 7, 1961, in Book 162, No. 371289, records of Bannock County, Idaho. Said Easement being for pole lines.

INITIALS: _____

USDA-FmHA

Form FmHA 427-1 ID

(Rev. 3-9-84)

167929

REAL ESTATE MORTGAGE FOR IDAHO
(FARM OWNERSHIP)

THIS MORTGAGE is made and entered into by COX BROTHERS, A Partnership, and as individuals, TRACY C. COX and NANCY M. COX, husband and wife, and CLARK FRANKLIN COX, a single man,

residing in Franklin County, Idaho, whose post office address is Oxford Route, Clifton, Idaho 83228,

herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government."

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November 30, 1984	\$151,000.00	10.7500%	November 30, 2015

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any other statutes administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Idaho,

County(ies) of Franklin and Bannock :

(SEE ATTACHMENT FOR LEGAL DESCRIPTIONS AND EXCEPTIONS).

167929

(23) Borrower has assigned or waived or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 30th day of

November, 1984.
AS INDIVIDUALS

COX BROTHERS, A Partnership
AS PARTNERS

TRACY C. COX

TRACY C. COX

NANCY M. COX

CLARK FRANKLIN COX

CLARK FRANKLIN COX

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF FRANKLIN

} ss:

On this 30th day of November, in the year of 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared TRACY C. COX and NANCY M. COX, husband and wife; and CLARK FRANKLIN COX, a single man,

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 as their free act and deed for the uses, purposes, and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.

(NOTARIAL SEAL)

Notary Public, residing at Swan Lake

My commission expires Lifetime

Recorded at the request of

Amos J. and J. L. Cox
—a.m. NOV 30 1984 —p.m.

MICHAEL D. KUNZ, RECORDER

By [Signature] Deputy
FRANKLIN COUNTY, IDAHO

Ron Mumford

—a.m. MAY 09 1994 12:45 p.m.

LARRAE E. JOHNSON, RECORDER

By Carol Baker Deputy
FRANKLIN COUNTY, IDAHO

190990 1-2

QUITCLAIM DEED

FOR VALUE RECEIVED TRACY C. COX and NANCY M. COX, husband and wife, and TRACY C. COX, General Partner of COX BROTHERS, an Idaho Partnership, do hereby convey, release, remise and forever quit claim unto CLARK FRANKLIN COX and DANA B. COX, husband and wife, whose current address is 8949 No. Church, Clifton, Idaho, 83228, the following described premises, located in Franklin County, and Bannock County, Idaho, to-wit:

See attached Exhibit "A"

together with all water rights, all title and all interest and improvements and their appurtenances.

This Deed is executed to further evidence and complete the termination of the Cox Brothers Partnership effective, January 1, 1987.

DATED this 2nd day of ~~March~~ May, 1994.

Tracy C. Cox
TRACY C. COX

Nancy M. Cox
NANCY M. COX

Tracy C. Cox
TRACY C. Cox, General Partner
of the Cox Brothers Partnership

190990²⁻²

STATE OF IDAHO)
) ss.
COUNTY OF FRANKLIN)

On this 2nd day of May, 1994, before me, a Notary Public in and for said State, personally appeared TRACY C. COX and NANCY M. COX, known or identified to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

NOTARY PUBLIC

Residing at: Clifton, Id

My Commission Expires: 3-29-99

STATE OF IDAHO)
) ss.
COUNTY OF FRANKLIN)

On this 2nd day of May, 1994, before me, a Notary Public in and for said State, personally appeared TRACY C. COX, General Partner of the Cox Brothers Partnership, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as General Partner.

NOTARY PUBLIC

Residing at: Clifton, Id

My Commission Expires: 3-29-99

Exhibit "A"

PARCEL 1:

Township 13 South, Range 38 East of the Boise Meridian, Franklin County, Idaho

Section 28: N $\frac{1}{2}$ of LOT THREE (3), BLOCK FIVE (5), OXFORD TOWNSITE.

PARCEL 2:

Township 13 South, Range 38 East of the Boise Meridian, Franklin County, Idaho

✓ Section 20: S $\frac{1}{2}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$.

Township 13 South, Range 38 East of the Boise Meridian, Bannock County, Idaho

Section 16: SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 17: SE $\frac{1}{4}$ SE $\frac{1}{4}$.

* * * * *

Together with all water and water rights, ditches and ditch rights, well and well rights, including, but not limited to Permit No. 28957/13-2218, 13,7180.

Also including all irrigation equipment of every kind and character and additions thereto and replacements now or hereafter owned by the borrowers and used in the irrigation of the above premises, including all pumps, all fixtures and accessories.

DISSOLUTION OF PARTNERSHIP AGREEMENT AND BILL OF SALE

This document represents the terms and conditions of a dissolution agreement as reached by and between TRACY C. COX as General Partner, and CLARK FRANKLIN COX, as General Partner, (hereinafter collectively referred to as "Partners");

WHEREAS, the above partners entered into a partnership agreement on or about Spring of 1983 which was known as the COX BROTHERS, AN IDAHO PARTNERSHIP.

WHEREAS, as of the 1st day of January, 1987, said partnership agreement was terminated; and

WHEREAS, all of the partnership assets and proceeds which have not previously been transferred and separated between and among the above-named partners need now to be transferred, sold and divided and an agreement reached for the payment of any debts or obligations of said partnership in order that the termination and dissolution of said partnership can be completed.

NOW THEREFORE in consideration for the mutual promises and obligations contained herein, and in further consideration that the above partners and all third parties can and shall rely upon the representations contained herein;

IT IS HEREBY AGREED as follows:

1. That the partnership was terminated and discontinued and dissolved effective as of the above termination date, and that said

partnership was and is dissolved, terminated and discontinued.

2. CLARK FRANKLIN COX shall retain and receive all of his rights, title and interest in and to his 1/2 share of all of the Partnership's Assets of any kind or nature.

3. TRACY C. COX does by these presents, Grant, Bargain, Sell and Convey unto CLARK FRANKLIN COX, his executors, administrators, and assigns all of the rights, title and interest which he, TRACY C. COX has in and to his 1/2 share of said assets, so that all partnership assets shall be owned, possessed and titled in CLARK FRANKLIN COX, TO HAVE AND TO HOLD the same to CLARK FRANKLIN COX, his executors, administrators and assigns, forever; and the said TRACY C. COX does for himself, his heirs, executors and administrators, covenant and agree to and with CLARK FRANKLIN COX and his executors, administrators or assigns to WARRANT and DEFEND the sale of said property, goods and chattels hereby made, unto CLARK FRANKLIN COX, his executors, administrators and assigns, against all and every person and persons whomsoever, lawfully claiming or to claim the same.

4. CLARK FRANKLIN COX shall be solely responsible for each and every and all debts of the partnership as of the above date of Termination and thereafter, and CLARK FRANKLIN COX shall and does hereby agree to indemnify and hold harmless, TRACY C. COX for same. Any debts, obligation or liabilities which are or were incurred by said Partners as individuals, after said date of termination shall

be the sole and separate debt, obligation and liability of that partner who incurred the same.

5. Each Partner shall continue to own as individuals or in community with their respective spouses that real property which they have previously owned.

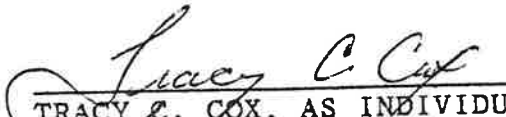
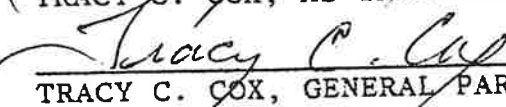
6. Said Partners shall execute and deliver to the other partner, and any necessary bills of sale, deeds or any other documentation to carry out the terms of this Agreement.

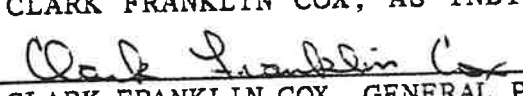
7. Any needed requirements of the Bulk Sales Law of the State of Idaho shall be met in completing the termination and dissolution of this partnership.

8. This is a complete and accurate memorialization of the Dissolution Agreement entered into by the Partners, and there are no side, additional, or verbal agreements, not contained herein.

9. This agreement shall be governed and construed under and according to the laws of the State of Idaho.

DATED this 2 day of ~~March~~^{May}, 1994.


TRACY C. COX, AS INDIVIDUAL

TRACY C. COX, GENERAL PARTNER


CLARK FRANKLIN COX, AS INDIVIDUAL

CLARK FRANKLIN COX, GENERAL PARTNER