

02/18/2004

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 25-7300
NAME AND ADDRESS: G ERIC HAROLDSEN
6236 N 15 E
IDAHO FALLS ID 83401

GRANT O HAROLDSEN
6284 N 15TH E
IDAHO FALLS ID 83401

SOURCE: GROUND WATER TRIBUTARY:
QUANTITY: 0.060 CFS
3.100 AFY
PRIORITY DATE: 01/05/1983
POINT OF DIVERSION:

T03N R38E S33 NWNW Within BONNEVILLE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
STOCKWATER	1/01 12/31	0.020 CFS 0.70 AFY
DOMESTIC	1/01 12/31	0.060 CFS 2.40 AFY

Domestic use is for 2 homes.

PLACE OF USE: STOCKWATER Within BONNEVILLE County
T03N R38E S33 NWNW
DOMESTIC Within BONNEVILLE County
T03N R38E S33 NWNW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: License

Water Right 25-7300

SCANNED
1
NOV 12 2004
PROFILED

JUL 25 2007

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 SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: **A25-07300**
Date Received: 4/28/1999
Receipt No: E024956
Received By: SMD

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: GRANT HAROLDSEN 208-523-6373
Address: 6284 N 15 E
IDAHO FALLS ID 83401
OR
Name: G ERIC HAROLDSEN 208-522-5077
Address: 6236 N 15 E
IDAHO FALLS ID 83401

2. Date of Priority: JAN 5, 1983

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	38E	33	NW	NW			BONNEVILLE

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.020		0.70
DOMESTIC	01/01	12/31	0.060		2.40

7. Total Quantity Appropriated is:
0.060 C.F.S. (and/or) 3.10 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER, DOMESTIC 1 HOME

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
03N	38E	33	NW	NW	STOCK	
			NW	NW	DOMEST	

11. Place of use in counties: BONNEVILLE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

14. Remarks:

Domestic use is for 2 homes.

15. Basis of Claim: LICENSE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin 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: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Grant O. Haroldson Date: 4/28/99

Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 28th day

of April 19 99

Autumn Jones
Notary Public



Residing at Bingham County
My Commission Expires 4/21/2005

THIS DEED, made this 28 day of April, 1992, is between GRANT O. HAROLDSSEN, FRED O. HAROLDSSEN, RAY O. HAROLDSSEN, and ORVIL O. HAROLDSSEN, not individually, but as successor trustees of the Oliver Haroldsen and Celecta Haroldsen Trust, the Party of the First Part, and GRANT O. HAROLDSSEN, FRED O. HAROLDSSEN, RAY O. HAROLDSSEN, and ORVIL O. HAROLDSSEN, whose address is c/o Grant O. Haroldsen, 6284 North 15 East, Idaho Falls, Idaho, 83401, Party of the Second Part.

WHEREAS, the Party of the First Part are the duly appointed and acting successor trustees of the Oliver Haroldsen and Celesta Haroldsen Trust; and

WHEREAS, the Party of the Second Part is entitled to receive distribution of the property hereafter described in this deed under the terms of the Oliver Haroldsen and Celesta Haroldsen Trust;

NOW THEREFORE, WITNESSETH, that the Party of the First Part, for a valuable consideration, and for the purpose of distributing certain real property from the Oliver Haroldsen and Celecta Haroldsen Trust, does by these presents hereby distribute, grant, bargain, sell, convey, and confirm unto the said Party of the Second Part, and to their heirs and assigns forever, all that certain parcel of land, situate, lying and being in Bonneville County and more particularly described as follows:

The North 1/2 of the Northwest 1/4 of Section 33,
Township 3 North, Range 38, E.B.M., together with
all ditch and water rights there to appertaining.

EXCEPTING: County Road right-of-way along the West and North sides of said tract and Idaho State Highway 20 right-of-way and Union Pacific Railroad right-of-way traversing through said tract.

ALSO EXCEPTING a tract of land described as follows: Beginning at a point 425 feet South of the Northwest corner of Section 33, Township 3 North, Range 38, E.B.M. along the West line of said Section, thence due East 250 feet; thence due South 350 feet, thence due West 250 feet, thence due North 350 feet to POINT OF BEGINNING.

ALSO EXCEPTING a tract of land described as follows: Beginning at a point along the West line of the Section 775 feet South of the Northwest corner of Section 33, Township 3, Range 38, E.B.M.; thence due East 250 feet; thence due South 43 feet; thence due West 110 feet; thence due North 15 feet; thence due West 140 feet; thence due North 28 feet to POINT OF BEGINNING.

ALSO EXCEPTING a tract of land described as follows: Beginning at a point that is South along the section line 803.0 feet from the Northwest corner of Section 33, Township 3 North, Range 38 East of the Boise Meridian: running thence South 200.0 feet; thence East 265.0 feet; thence North 185.0 feet; thence West 125.0 feet; thence North 15.0 feet; thence West 140 feet to the point of beginning: EXCEPTING therefrom the existing County Road Right of Way along the West side of said tract.

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;

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Party of the Second Part, and to their heirs and assigns forever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set their hands and seals the day and year first above written.

OLIVER HAROLDSSEN AND CELECTA
HAROLDSSEN TRUST

By: Grant O. Haroldsen
Grant O. Haroldsen, Trustee

By: Fred O. Haroldsen
Fred O. Haroldsen, Trustee

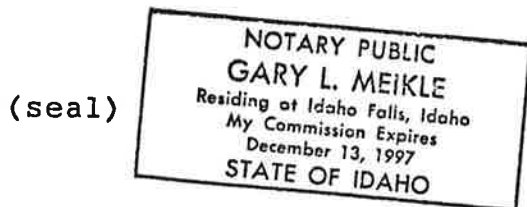
By: Ray O. Haroldsen
Ray O. Haroldsen, Trustee

By: Orvil O. Haroldsen
Orvil O. Haroldsen, Trustee

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 28 day of April, in the year 1992, before me, the undersigned, a notary public in and for said state, personally appeared GRANT O. HAROLDSEN, FRED O. HAROLDSEN, and RAY O. HAROLDSEN, known or identified to me to be the persons whose names are subscribed to the within instrument as successor trustees of the Oliver Haroldsen and Celesta Haroldsen Trust and acknowledged to me that they executed the same as such successor trustees.

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



Gary L. Meikle
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-13-97

STATE OF CALIFORNIA)
) ss.
County of _____)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On MAY 09, 1992

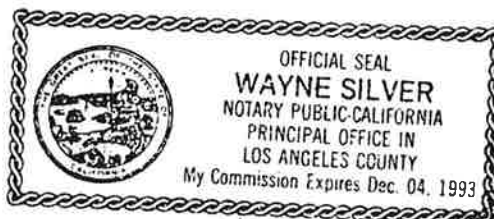
before me, WAYNE SILVER

personally appeared ***ORVIL O. HAROLDSEN***, Notary Public,

~~personally appeared~~ proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Wayne Silver



(Seal)

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ASSIGNMENT

The undersigned, not individually, but as successor trustees of the Oliver Haroldsen and Celecta Haroldsen Trust, assign all right, title and interest in that certain Promissory Note executed by G. Eric Haroldsen and Elisabeth E. Haroldsen, husband and wife, and that certain Deed of Trust which pertains to the following described real property to Grant O. Haroldsen, Fred O. Haroldsen, Ray O. Haroldsen and Orvil O. Haroldsen.

Grant O. Haroldsen, Fred O. Haroldsen, Ray O. Haroldsen and Orvil O. Haroldsen assign all right, title and interest in the foregoing Promissory Note and Deed of Trust to the Haroldsen Brothers Limited Partnership.

The real property subject to the aforementioned Deed of Trust is described as follows:

Beginning at a point that is South along the section line 803.0 feet from the Northwest corner of Section 33, Township 3 North, Range 38 East of the Boise Meridian: running thence South 200.0 feet; thence East 265.0 feet; thence North 185.0 feet; thence West 125.0 feet; thence North 15.0 feet; thence West 140 feet to the point of beginning: EXCEPTING therefrom the existing County Road Right of Way along the West side of said tract.

OLIVER HAROLDSEN AND CELECTA
HAROLDSEN TRUST

By: Grant O. Haroldsen
Grant O. Haroldsen, Trustee

By: Fred O. Haroldsen
Fred O. Haroldsen, Trustee

By: Ray O. Haroldsen
Ray O. Haroldsen, Trustee

By: Orvil O. Haroldsen
Orvil O. Haroldsen, Trustee

WELL USE
AGREEMENT
PROMISSORY
NOTE

828525
5-26-72
1977-14
9.00
Lester Orner

WELL USE
AGREEMENT
PROMISSORY
NOTE

Grant O. Haroldsen
Grant O. Haroldsen

Fred O. Haroldsen
Fred O. Haroldsen

Ray O. Haroldsen
Ray O. Haroldsen

Orvil O. Haroldsen
Orvil O. Haroldsen

STATE OF IDAHO)
)ss.
County of Bonneville)

On this 28 day of April, in the year 1992, before me, the undersigned, a notary public in and for said state, personally appeared GRANT O. HAROLDSEN, known or identified to me to be the person whose name is subscribed to the within instrument as successor trustee of the Oliver Haroldsen and Celesta Haroldsen Trust and acknowledged to me that he executed the same as such successor trustee, and individually.

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

(seal)

NOTARY PUBLIC GARY L. MEIKLE Residing at Idaho Falls, Idaho My Commission Expires December 13, 1997 STATE OF IDAHO

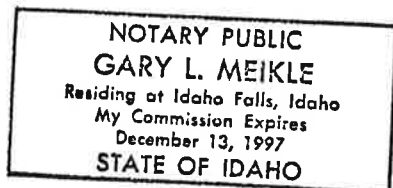
Gary L. Meikle
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-13-97

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 28 day of April, in the year 1992, before me, the undersigned, a notary public in and for said state, personally appeared FRED O. HAROLDSEN and RAY O. HAROLDSEN, known or identified to me to be the persons whose names are subscribed to the within instrument as successor trustees of the Oliver Haroldsen and Celecta Haroldsen Trust and acknowledged to me that they executed the same as such successor trustees, and individually.

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

(seal)



Gary L. Meikle
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-13-97

WELL USE
AGREEMENT
PROMISSORY
NOTE

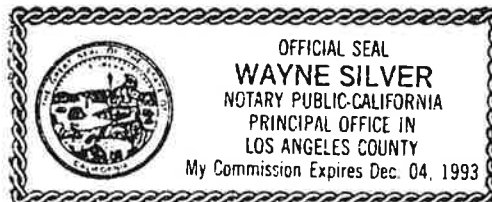
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
On MAY 09, 1992 before me, WAYNE SILVER

_____, Notary Public,
personally appeared ***ORVIL O. HAROLDSEN***

~~XXXXXXXXXX~~ proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
~~XXXX~~ subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/~~XXXX~~ signature(s)
on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Wayne Silver*



(Seal)

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9474-B (Rev. A-11/90) (CA)

my COMMISSION

7989j/as

020522 WELL USE AGREEMENT 16 APR 1992

This Agreement is executed this 28 day of April, 1992, by GRANT O. HAROLDSEN and SUSIE W. HAROLDSEN, husband and wife, and G. ERIC HAROLDSEN and ELISABETH E. HAROLDSEN, husband and wife.

RECITALS

a. Grant O. Haroldsen and Susie W. Haroldsen own the following described real property in Bonneville County, Idaho, which is referred to as Tract 1.

Parcel A: Beginning at a point 600 feet South of the Northwest corner of Section 33, Township 3 North, Range 38, E.B.M. along the West line of said Section, thence due East 250 feet; thence due South 175 feet, thence due West 250 feet, thence due North 175 feet to POINT OF BEGINNING, EXCEPTING therefrom the existing County Road Right of Way along the West side of said tract.

Parcel B: Beginning at a point 775 feet South along the West line of the Section of the Northwest corner of Section 33, Township 3 Range 38, E.B.M.; thence due East 250 feet; thence due South 43 feet; thence due West 110 feet; thence due North 15 feet; thence due West 140 feet; thence due North 28 feet to POINT OF BEGINNING, EXCEPTING therefrom the existing County Road Right of Way along the West side of said tract.

b. G. Eric Haroldsen and Elisabeth E. Haroldsen own the following described real property in Bonneville County, Idaho, which is referred to as Tract 2.

Beginning at a point that is South along the section line 803.0 feet from the Northwest corner of Section 33, Township 3 North, Range 38 East of the Boise Meridian: running thence South 200.0 feet; thence East 265.0 feet; thence North 185.0 feet; thence West 125.0 feet; thence North 15.0 feet; thence West 140 feet to the point of beginning: EXCEPTING therefrom the existing County Road Right of Way along the West side of said tract.

c. A domestic well lies along the boundary between Tract 1 and Tract 2. Said domestic well provides water for the residences and surrounding yards of Tract 1 and Tract 2.

FROM BOUN
NOTE

d. The parties desire to reduce to writing their agreements concerning the ownership, maintenance, and operation of said well, pump, pipes, etc., all of which is referred to as the Irrigation System.

AGREEMENT

In consideration of the mutual covenants contained herein the parties agree as follows:

1. Each of the parties to this agreement owns a one-half (1/2) undivided interest in the Irrigation System.

2. Each party to this agreement shall pay one-half (1/2) the expenses for operating, maintaining, and replacing the well, pump and panel of the Irrigation System.

3. Each party to this agreement shall be responsible for the service lines extending from the well to their own residence.

4. Each of the parties to this agreement grants to the other a perpetual easement of access to the extent necessary to maintain, repair, or replace the Irrigation System.

5. The agreements contained herein are appurtenant to Tract 1 and to Tract 2. Neither party to this agreement shall have any personal liability with respect to this agreement, except during the time such party owns Tract 1 or Tract 2.

6. This agreement shall be binding on the heirs, successors and assigns of the parties.

INSTRUMENT NO. 878522
DATE 3-26-92
WELL CODE 1440
TIER NO. 1429-01
G. 00

[Signature]

Grant O. Haroldsen
Grant O. Haroldsen

Susie W. Haroldsen
Susie W. Haroldsen

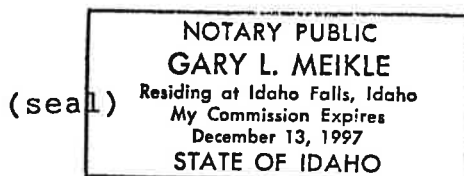
G. Eric Haroldsen
G. Eric Haroldsen

Elisabeth E. Haroldsen
Elisabeth E. Haroldsen

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 28 day of April, in the year of 1992, before me, the undersigned, a notary public, in and for said State, personally appeared GRANT O. HAROLDSEN and SUSIE W. HAROLDSEN, husband and wife, known or identified 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.

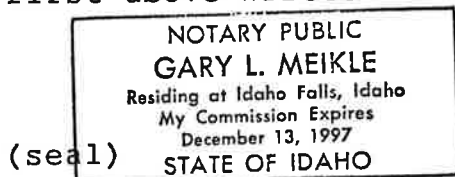


Gary L. Meikle
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-13-97

STATE OF IDAHO)
)ss.
County of Bonneville)

On the _____ day of April, in the year of 1992, before me, the undersigned, a notary public, in and for said State, personally appeared G. ERIC HAROLDSEN and ELISABETH E. HAROLDSEN, husband and wife, known or identified 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.



Gary L. Meikle
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-13-97

GLM/7878j/sjw

PROMISSORY
NOTE