

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of Applicant City of Ucon Phone (208)523-3971
Mailing address: P.O. Box 98, Ucon, ID 83454
c/o Rocky Mountain Environmental Associates, Inc, 482 Constitution Ste 303, Idaho Falls, ID 83402
2. Source of water supply Ground Water which is a tributary of N/A
3. Location of point of diversion is Township 3N Range 38E Sec. 14, in the 1/4, SE 1/4, NE 1/4,
Govt. Lot 1, E.B.M., BONNEVILLE County; additional points of diversion if any: SENWNW SEC 14 T3N R38E
4. Water will be used for the following purposes:
Amount 4.85 cfs for MUNICIPAL purposes from 1/01 to 12/31 (both dates inclusive)
5. Total quantity to be appropriated is (a) 4.85 and/or (b) 0
cubic feet per second acre feet per annum
6. Proposed diverting works:
 - a. Describe type and size of devices used to divert water from the source Two wells (one existing and one proposed replacement) to pumps to city water supply system
 - b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet
 - c. Proposed well diameter is 16 inches; proposed depth of well is 350 feet
 - d. Is ground water with a temperature of greater than 85°F being sought? No
 - e. If well is already drilled, when? 9/27/1965; Drilling firm Andrew Well Drilling;
Well was drilled for (well owner) City of Ucon; Drilling Permit No. _____
7. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year)
8. Description of proposed uses (if irrigation only, go to item 9):
 - a. Hydropower; show total feet of head and proposed capacity in kW. _____
 - b. Stockwatering; list number and kind of livestock. _____
 - c. Municipal; show name of municipality. City of Ucon
 - d. Domestic; show number of households. _____
 - e. Other; describe fully. _____

RECEIVED

JUN 17 2008

Department of Water Resources
Eastern Region

25-14226

9. Description of place of use:

- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	38E	10															X	X	
		11											X	X			X	X	
		12											X						
		13						X	X										
		14	X	X	X	X	X	X	X	X					X				
		15	X	X	X	X													

Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. 25-7000 and 25-7007 both are decreed municipal rights for the City of Ucon.

- Who owns the property at the point of diversion? Robert Andrus
- Who owns the land to be irrigated or place of use? Applicant
- If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: The City of Ucon is currently negotiating with Mr. Andrus. A deed is contingent on obtaining this permit.

12. Remarks: Current water supply system cannot provide the diversion rate needed during the summer months. Applicant is applying for additional diversion rate to accommodate the city's needs. Overall increase in diversion rate is 4.85 cfs between the two wells. No annual volume exceeding the existing water rights is sought.

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½"x11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. (A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.)

BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.

David Blair Mayor
Signature of Applicant (and title, if applicable)

Received by NLA Date 6/17/08 Time 12:00 Preliminary check by NLA
Fee \$ 410 Received by SC # ED34167 Date 6/17/08
Publication prepared by _____ Date _____ Published in _____
Publication approved _____ Date _____

25 - 14226

General Information

Historic uses of the City of Ucon indicate that they will not exceed the volume limit of 1151.1 AFA with the approval of this application. The following table shows the water consumption for the last three years. From the table, it is clear that they have been using less than half of the allowed volume.

	2005	2006	2007
Main Well (#1)	401.37	323.26	312.36
Backup Well (#2)	156.01	125.59	197.68
Total	557.38	448.85	510.04

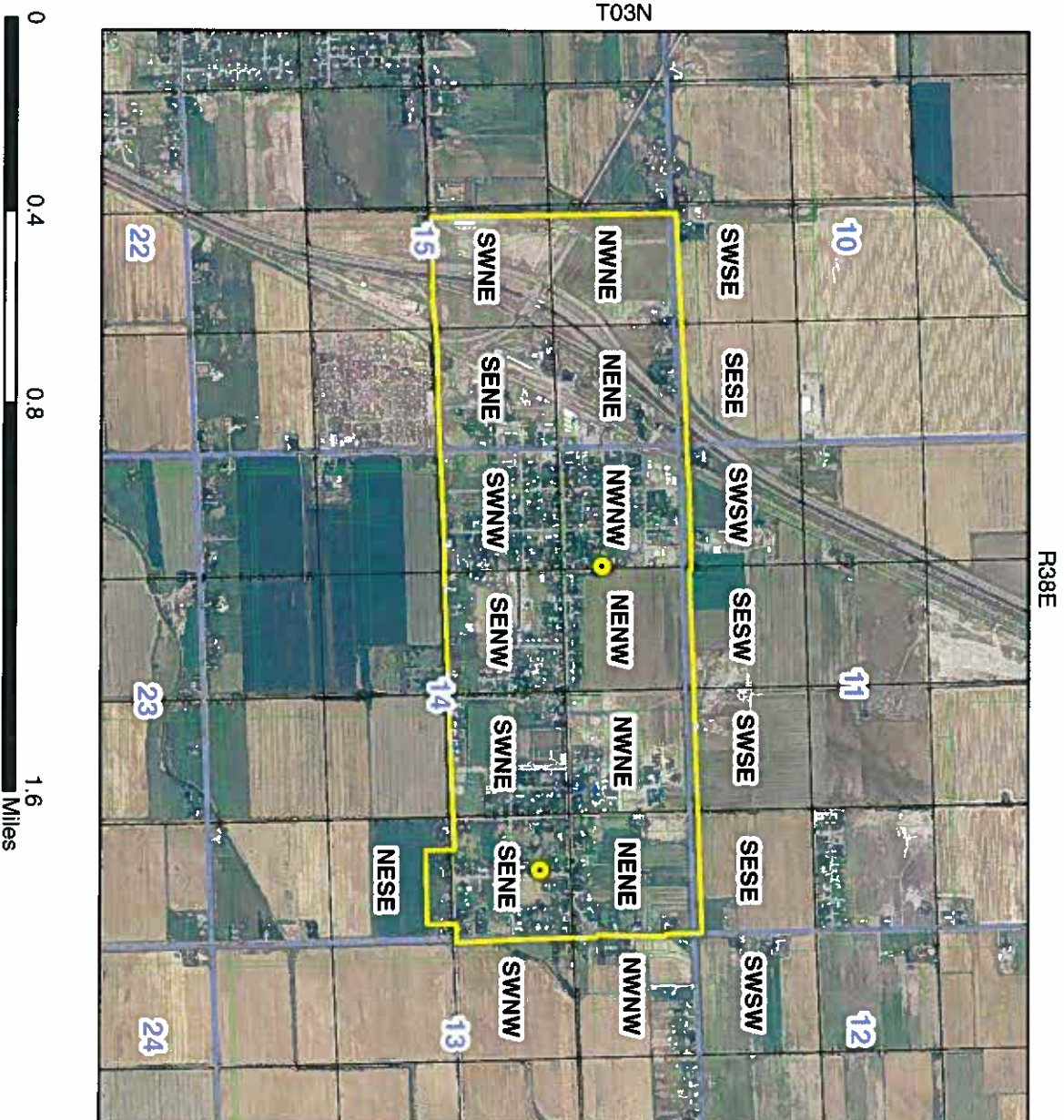
Legend

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



**Bonneville County
IDWR Basin 25**

Prepared by Nathaniel Arave
On Tuesday, July 01, 2008
2004 Aerial Photography

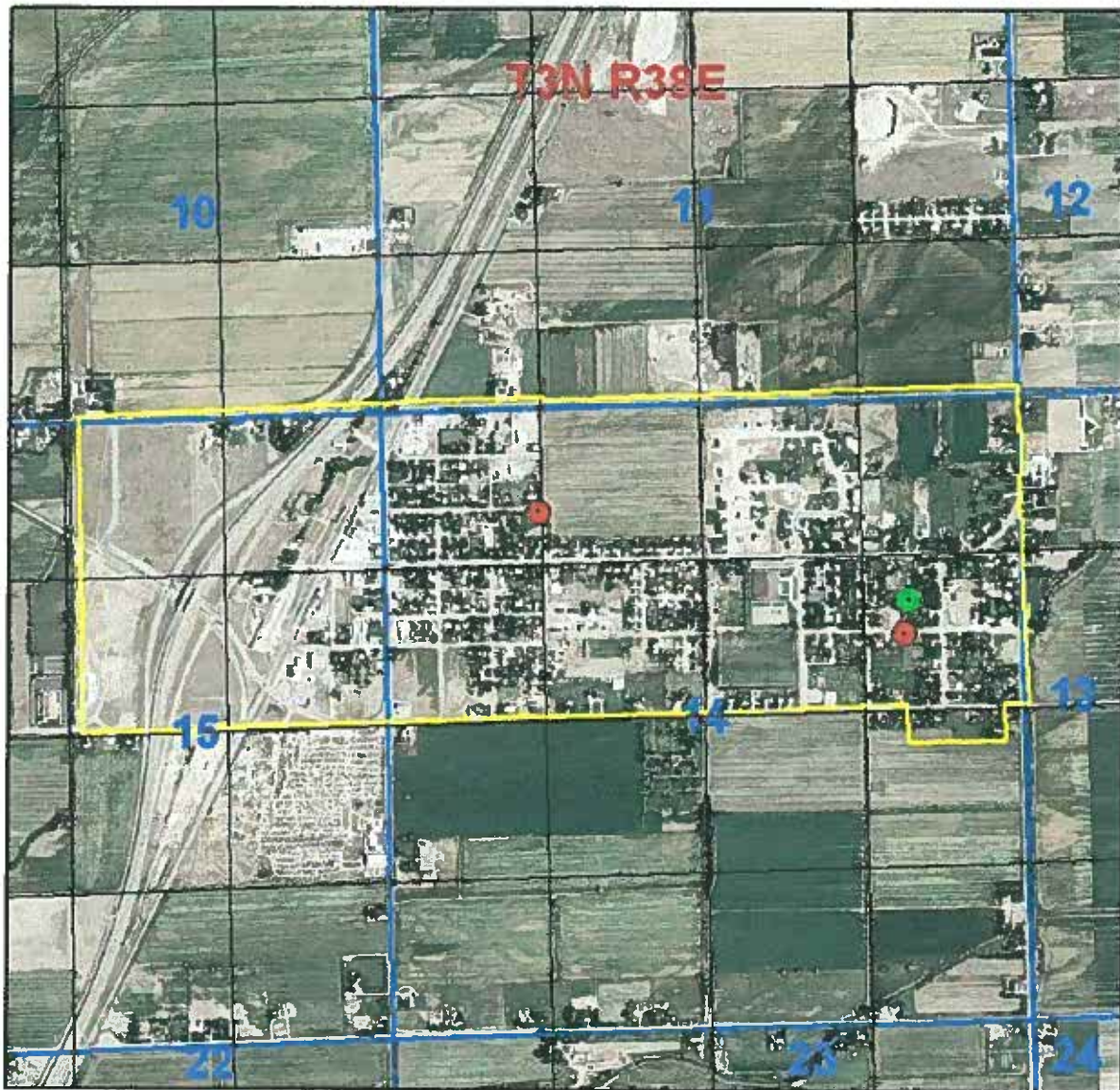


Owner:
NOTE: Only one owner is listed. There may or may not be more than this in the IDWR database.

25-1422

Application for Permit

City of Ucon



2006 NAIP Photography

Legend

0 0.125 0.25 0.5 Miles

-  New POD
-  Existing POD
-  Municipal Boundary
-  Township and Range
-  Section
-  QQ



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No. 1580 P. 2

Jun. 23. 2008 3:03PM Rocky Mountain Environmental

Memo

To: Sharla Cox

From: Kristin Moore, Rocky Mountain Environmental

Date: June 23, 2008

Subject: City of Ucon Application for Permit

The Application for Permit submitted by the City of Ucon is for municipal purposes that include irrigation of lawn and garden as well as in-house use.

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No. 1580 P. 3

Jun. 23. 2008 3:03PM Rocky Mountain Environmental

Jun. 23. 2008 1:21PM CITY OF UCON

No. 5091 P. 1

Instrument # 1302673
IDAHO FALLS, BONNEVILLE, IDAHO
2008-06-13 04:22:00 PM No. of Pages: 6
Recorded for: AMERITITLE - IDAHO FALLS
RONALD LONGMORE Fee: 18.00
Ex-Officio Recorder Deputy SSolls
Index To: DEED OF TRUST
Electronically Recorded by Simplifile

DEED OF TRUST

This Deed of Trust, made this 13th day of June, 2008, between THE CITY OF UCON of P.O. Box 98, Ucon, Idaho 83454, herein called Grantor, AMERITITLE of 1650 Elk Creek Drive, Idaho Falls, Idaho 83405 herein called Trustee, and ROBERT ANDRUS and JEAN C. ANDRUS, husband and wife, of 10739 North 44 East Ucon, Idaho 83454, herein called Beneficiaries,

WITNESSETH: That Grantor does hereby irrevocably grant, bargain, sell and convey to Trustee in Trust, with power of sale, that property in the County of Bonneville, State of Idaho, described as follows: See Attached Exhibit "A"

~~The West 110.00 Feet of the North half of Lot 4 of Block 2 of the Elva Addition to the City of Ucon.~~

~~TOGETHER WITH an easement being 16 feet wide along the West side of the South Half of Lot 4 of Block 2.~~

"DUE-ON-SALE" CLAUSE:

IN THE EVENT THAT SAID PROPERTY OR ANY PART THEREOF OR ANY INTEREST THEREIN IS SOLD, AGREED TO BE SOLD, CONVEYED OR ALIENATED BY THE GRANTOR, OR BY OPERATION OF LAW OR OTHERWISE, ALL OBLIGATIONS SECURED BY THIS INSTRUMENT, IRRESPECTIVE OF THE MATURITY DATES EXPRESSED THEREIN, IMMEDIATELY BECOME DUE AND PAYABLE AT THE OPTION OF THE HOLDER HEREOF AND WITHOUT DEMAND OR NOTICE.

For the Purpose of Securing:

1. The performance of each agreement of Grantor herein contained.
2. The payment of the indebtedness evidenced by an Installment Promissory Note of even date herewith, and any extension or renewal thereof, with a current principal balance of \$11,500.00 payable by Grantor to Beneficiaries or order, under which the final payment of principal without interest, if not sooner paid, shall be due and payable on or before January 5th, 2009.
3. The payment of all such further sums as may hereafter be loaned or advanced by the Beneficiaries herein to the Grantor herein, or by or to any or either of them, while they are the record owners of the property interests described herein, for any purpose, and any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiaries, and such obligations shall become due and payable no later than the final maturity date of the note secured hereby. And provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security for all such loans, advances or expenditures together

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Rocky Mountain Environmental

Jun. 23. 2008 3:04PM

with interest thereon, until all of them are paid in full.

4. The performance of all of the Grantor's obligations under this instrument.

A. Grantor's Obligations. To protect the security of this Deed of Trust, Grantor agrees:

1. **Maintenance of the Property.** To keep said property in good condition and repair; not to remove or demolish any building thereon, except as the parties may agree in writing; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. **Insurance on the Property.** To provide, maintain and deliver to Beneficiaries fire insurance satisfactory to Beneficiaries, and with loss payable to the parties as their interests may appear. The amount collected under any fire or other insurance policy either by Grantor or by Beneficiaries shall be applied upon any indebtedness secured hereby and in such order as Beneficiaries may determine, or at the option of Beneficiaries the entire amount so collected or any part thereof may be released to Grantor, to be applied to the restoration of the property. Such application or release shall not cure or waive any outstanding default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. **Legal Proceedings.** To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiaries or Trustee; and to pay all costs and expenses, including the cost of obtaining evidence of title, and including reasonable and necessary attorney's fees, in any such action or proceeding in which Beneficiaries or Trustee may appear.

4. **Taxes and Assessments.** To pay: at least ten days before delinquency all taxes and assessments affecting said property; all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; and all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall, at the option and on the demand of the Beneficiaries, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, in trust for Grantor's use and benefit and for the payment by Beneficiaries of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. **Advances.** To pay immediately and without demand all sums expended by Beneficiaries or Trustee pursuant to the provisions hereof, with interest from the date of expenditure at seven and three quarters percent (7.75%) per annum.

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6. **Prior Liens or Encumbrances.** To pay, promptly as the same become due, all sums that may be due and owing to any other person who has or may be entitled to a lien or encumbrance on the property, including but not limited to all prior mortgages or deeds of trust.

B. **Beneficiaries' Right to Protect Security.** Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiaries or Trustee, but without obligation to do so and without notice to or demand upon Grantor and without releasing Grantor from any obligation herein, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiaries or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiaries or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his or her reasonable fees.

C. **Other Provisions.** It is mutually agreed that:

1. **Condemnation.** Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof shall be paid to the parties as their interests may appear; however, Beneficiaries may apply or release such moneys received by Beneficiaries by Grantor in the same manner and with the same effect as provided above for the disposition of proceeds of fire or other insurance.

2. **Non-waiver of Rights.** By accepting payment of any sum secured hereby after its due date, Beneficiaries do not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. **Trustee Powers.** At any time or from time to time without liability therefore and without notice, upon written request of Beneficiaries and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. **Reconveyance.** Upon written request of the Beneficiaries stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. **Rents, Issues, and Profits.** As additional security, Grantor hereby gives to

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and confers upon Beneficiaries the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiaries may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiaries may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Remedies for Default. Upon any default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiaries. In the event of default, Beneficiaries shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein-described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the Beneficiaries under the Deed of Trust, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including the cost of obtaining evidence of title and reasonable attorney fees in connection with the sale, Trustee shall apply the proceeds of the sale to the payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven and three quarters percent (7.75%) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. Binding Effect. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiaries shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the

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Rocky Mountain Environmental

Jun. 23. 2008 3:04PM

plural.

8. **Notices of Pending Sales.** Trustee is not obligated to notify any party hereto of a pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiaries or Trustee shall be a party unless brought by Trustee.

9. **Substitution of Trustee.** In the event of the dissolution or resignation of the Trustee, the Beneficiaries may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the Office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

10. **Subordination.** Notwithstanding any other provision of this Deed of Trust, the parties hereby agree that Beneficiaries and Trustee shall subordinate their interests in the property conveyed hereunder to: _____

Request is hereby made that a copy of any Notice of Default and copy of any Notice of Sale hereunder be mailed to the Grantor at its address hereinbefore set forth.

THE CITY OF UCON,

David Blaine, Mayor
David Blaine, Mayor

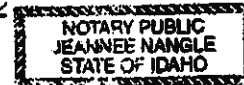
STATE OF IDAHO)

County of Bonneville

On this 13 day of June, 2008, before me,
the undersigned, a Notary Public in and for said State, personally
appeared DAVID BLAIN, known or identified to me to be the Mayor of THE CITY OF UCON,
and who subscribed said to the foregoing instrument as Mayor and acknowledged to me that he
executed the same.

S
E
A
L

Jeannee Nangle
Notary Public for Idaho
Residing at:
My Commission Expires:



Residing at Idaho Falls, Idaho
My Commission Expires: 3/16/2014

1302673

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No. 1580

Rocky Mountain Environmental

3:04PM

Jun. 23. 2008

LEGAL DESCRIPTION

"EXHIBIT A"

Beginning at a point that is N01°20'24"W 140.25 feet from the Southwest Corner of Lot 4, Block 2, ELVA ADDITION, to the City of Ucon, County of Bonneville, State of Idaho, according to the recorded plat thereof; and running thence N01°20'24"W 140.25 feet; thence N89°34'30"E 110.00 feet; thence S01°20'24"E 140.25 feet; thence S89°34'30"W 110.00 feet to the Point of Beginning.

ALSO Beginning at the Southwest Corner of Lot 4, Block 2, ELVA ADDITION, to the City of Ucon, County of Bonneville, State of Idaho, according to the recorded plat thereof; and running thence N01°20'24"W 140.25 feet; thence N89°34'30"E 16.00 feet; thence S01°20'24"E 140.25 feet; thence S89°34'30"W 16.00 feet to the Point of Beginning.

Reference: Title Order No. 10-45273
Escrow No. 10-45273

1302573

No. 1585 P. 2

Rocky Mountain Environmental

Jun. 24. 2008 1:00PM

Jun. 24. 2008 8:57AM CITY OF UCON

Bak

No. 5094 P. 1



IDWD
Order No. 10-45275

Instrument # 1302672
IDAHO FALLS, BONNEVILLE, IDAHO
2008-06-13 04:22:00 PM No. of Pages: 1
Recorded for: AMERITITLE - IDAHO FALLS
RONALD LONGMORE Fee: 3.00
Ex-Officio Recorder Deputy SSols
Index To: DEED WARRANTY
Electronically Recorded by Simplifile

WARRANTY DEED

For Value Received,

Charles Robert Andrus and Jean Carrolaine Andrus, husband and wife

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

City of Ucon, a Municipal Corporation

GRANTEE(s), whose address is: P.O. Box 98, Ucon, ID 83454

the following described real property, to-wit:

19 31 38 NE

Beginning at a point that is N01°20'24"W 140.25 feet from the Southwest Corner of Lot 4, Block 2, ELVA ADDITION, to the City of Ucon, County of Bonneville, State of Idaho, according to the recorded plat thereof; and running thence N01°20'24"W 140.25 feet; thence N89°34'30"E 130.00 feet; thence S01°20'24"E 140.25 feet; thence S89°34'30"W 110.00 feet to the Point of Beginning.

ALSO Beginning at the Southwest Corner of Lot 4, Block 2, ELVA ADDITION, to the City of Ucon, County of Bonneville, State of Idaho, according to the recorded plat thereof; and running thence N01°20'24"W 140.25 feet; thence N89°34'30"E 16.00 feet; thence S01°20'24"E 140.25 feet; thence S89°34'30"W 16.00 feet to the Point of Beginning.

TO HAVE AND TO HOLD the premises with its appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises that said premises are free from all encumbrances except the current year's taxes and assessments, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record and that they will warrant and defend the same from all lawful claims whatsoever.

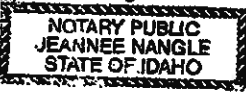
DATED this 13 day of June, 2008.

Charles Robert Andrus

Jean Carrolaine Andrus

State of Idaho)
County of Bonneville

On this 13 day of June, 2008 before me He undersigned, a Notary Public in and for said State, personally appeared Charles Robert Andrus and Jean Carrolaine Andrus 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.



Residing at Idaho Falls, Idaho
My Commission Expires: 3/1/2011

1302672