

Dave

RECEIVED

JUN 26 2007

DEPARTMENT OF
WATER RESOURCES

June 22, 2007

Dave Tuthill, Director
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Re: 35-08751

Gentleman:

The reason for the letter is to provide the documentation for a change in the priority date of the above referenced Water Right License number 35-08751

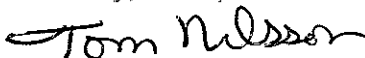
The priority date listed on the attached license is listed as May 15, 1989

I am furnishing the following information to document the date of beneficial use of the ground water.

1. Quit Claim deed dated September 02, 1911 from Edward M. Snider and Margurete C. Snider the grantors to Miller and Stone the grantees. Miller and Stone purchased the packing plant from the Snider's on the date referenced above.
2. Baxter Hopkins purchased the property from Miller and Stone in 1923 as stated in the Bingham County History on page 27. Baxter Hopkins is believed to have had a contract of sale with Miller and Stone as documented by the 1942 Bingham County tax receipt No. 1958 which names Baxter Hopkins as the responsible party for paying the taxes.
3. On May 14, 1947, the widow of Baxter W. Hopkins transferred the property by Quit Claim deed to Hopkins Packing Company, a copy of the quit claim deed is attached. The Company has been in perpetual operation as Hopkins Packing Company from May 14, 1947 to the date of this letter.

As the registered agent and president of Hopkins Packing Company I hereby request the change of the priority date from May 15, 1989 to September 02, 1911, based upon the above documentation.

Sincerely,



Tom Nilsson
President
Hopkins Packing Company
P.O. Box 375
Blackfoot, ID 83221

This Indenture, made the 2 day of September
in the year of our Lord one thousand nine hundred and eleven
Edward M. Snider and Marguerete C. Snider, his wife

Miller and Stone

the part 100 of the first part, and

the part 100 of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of

Two hundred-seventy-five

DOLLARS, lawful money

of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever quitclaim unto the said part 100 of the second part, and to

them heirs and assigns all the certain lot, piece, or parcel of land situated in the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit:

Commencing at a point 1371 feet east and 1058 feet South of the $\frac{1}{4}$ corner of Section

32 and 33 Township Two South of Range 35 East of the Boise Meridian, Thence in a southeasterly direction 33 feet from and parallel to the North right of way fence of the Salmon River Railroad a distance of 470 feet, thence east 726 feet to the right bank of Snake River, Thence in a Southwesterly Direction and following the meanderings of Right Bank of Snake River to the North Right of Way fence of the Salmon River Railway, thence in a Northwesterly direction and along the line of said right of way fence of said Railway a distance of 905 feet thence north 49 feet to the place of beginning, containing 5-46/100 acres.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

Co Have and to Hold, All and singular, the said premises, together with the appurtenances unto the said part 100 of the second part, and to their heirs and assigns forever.

In Witness Whereof, The said part 100 of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

J. H. McDonald

Edward M. Snider

(SEAL)

Marguerete C. Snider

(SEAL)

(SEAL)

(SEAL)

State of Idaho SS
County of Bingham

I do hereby certify that: On this 2 day of September in the year of our Lord, one thousand nine hundred and eleven, before me J. H. McDonald, a Notary Public in and for said County and State, personally appeared Edward M. Snider and Marguerete Snider, his wife, known to me to be the persons whose name are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal at Blackfoot, Idaho, the day and year first above written.

My Commission expires July 8, 1912.

Seal.

J. H. McDonald, Notary Public.

Recorded at request of

Miller & Stone Oct. 24, 1911 at 3:15 P.M.

By

Recorder's fees, \$

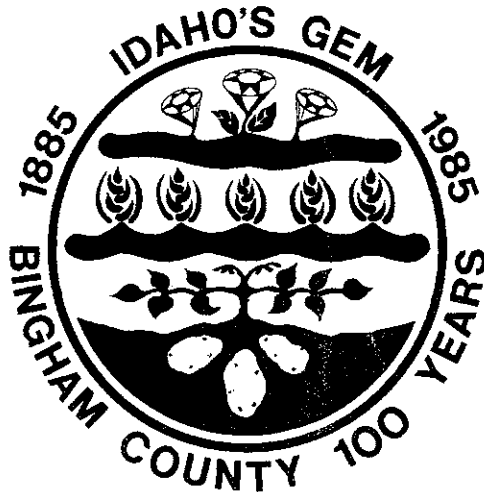
J. T. Garruth

Recorder.

Deputy Recorder.

2-

BINGHAM COUNTY HISTORY



WRITTEN AND COMPILED BY
THE PEOPLE OF BINGHAM COUNTY
COMMEMORATING THE COUNTY'S 100th BIRTHDAY
1885-1985

Theme By Brent Staples
Logo By Sandra Finlayson

History Book Medallion by Jack Christ
Sketches By Mavis Peterson

In the 1950s, the sons joined the business full time. The Tanners did equipment repair, design, and building for most of the potato warehouses in Blackfoot, designing many quick adjustable sizers and eliminators. This work with the potato industry has continued and grown to be the major part of business.

Earl didn't only use his ingenuity for business though. Right after World War II, he built his boys a little car that was a prized possession and familiar sight around Blackfoot for several years.

In 1955, a new building was built on the western edge of the property. It was 40½ by 50' which again doubled the floor space. The old shop became storage space.

Potato Seed Cutters, designed by Milestone, kept the business growing during the 60s and 70s. The business relationship with Milestone Inc. has been an honorable and pleasant one, bringing additional income to Blackfoot and Bingham County.

In January, 1961, Owen Ward, Myrthion Miles, and Scott Brown from Tyhee, came up to see Earl about perfecting a potato seed cutter. That spring, after solving the major problems, 34 seed cutters were built and put into service. The future needs for seed cutters seemed to warrant additional space. In 1962, another 40' by 50' building was attached to the previous structure. An office and restroom completed connection to the oldest structure.

In 1964, business continued to grow, as did the building, resulting in the addition to the north of 30' of 90' structure. In 1964, land was purchased behind the current buildings and in 1966, another 40' by 120' of floor space was added. This brought to about 12,000 sq. ft. of floor space.

In 1976, the final building, now used by E. M. Tanner and Sons, was built. This again doubled the work space.

E.M. Tanner and Sons was incorporated in 1961 as a Sub Corporation with: Earl, David, Harvey, and Max as directors and Lottie, as Secretary.

E.M. Tanner and Sons, Inc. has grown from the small family business with one employee in 1945 to as high as 25 employees in the late 1970s.



First Automobile made by Earl Tanner

HOPKINS PACKING COMPANY 1907-1985

The Custom Meat Packing Business has been in the Hopkins Family of Blackfoot, for 78 years, and although it has since changed hands, it still has family connections.

The business was begun in 1908, by Baxter White Hopkins who built a packing plant on Airport Road, and operated a meat-market on Northwest Main Street where Tony's Curio is now located. Former County Commissioner George Brower once said he remembered Baxter Hopkins best because when he was a little boy, Mr. Hopkins gave him the first weiner he ever tasted. In 1923, Mr. Hopkins bought the present packing plant across the Snake River, west of Blackfoot, from two men named Miller and Stone. The business was later sold to his three sons, Russell, Marcellus, and Lester, in 1946. The three then built a cold storage locker plant on North Ash Street. Each worked in the packing plant as he grew up, learned to slaughter cattle, hogs and sheep, to make sausage, cure hams and bacon.

There wasn't much modern about the plant when they were boys. In the early days, the meat was cooled by ice from Snake River. When winters were too mild to freeze the river to sufficient depth, ice was shipped in from Montana by rail. As more modern methods were developed, an artificial ice plant was attached to the packing plant. The pumps had to be turned off and on manually, and required 24-hour attendance. If you fell asleep on the job you had a rude awakening as water from an overhead tank ran over your head, and woke you up in a hurry! The boys took turns tending the ice plant — their reward was two hours off each Sunday to attend the local movie.

The business operated as it was until 1946, when it was rebuilt and modernized. At one time, the plants were open seven days a week, from 7 a.m. to 9 p.m.

Business back in those days wasn't all that good because many people killed their own animals. One thing the Hopkinses strived to offer their customers, was quality. One of the difficulties they had to overcome was convincing their customers that aging tenderizes beef. The Hopkins Brothers became well-known for the quality of their bacon, ham and sausage. Their "Sportsman's Salami," made initially from deer or other game animals, became a trademark.

When the plant modernized in 1956, the rustic smokehouse was replaced by a new one, but the crackles that burned the special wood which provided the

pressure hoses, instead of by hand, and the plant is kept scrupulously clean. A federal meat inspector is on the kill-floor at all times while slaughter is going on.

Mark Hopkins, son of Russell, Mike Beck, son-in-law of Marcellus, and Tom Nilsson, are all owners since 1978. They still carry on the family traditions. Information Submitted by: Lester W. Hopkins

MORTUARY HISTORY

The first funeral home in Blackfoot was the Brown-Eldredge Furniture Store and Funeral Parlor. Not too much is known about the original owners. Mr. Brown was known as somewhat of an eccentric gentleman, evidenced by the unusual architecture of the stone home he built at 190 North Shilling Avenue. (This house later was used by the American Legion, and more recently a the Bingham County Historical Museum.) He also employed a Chinese cook which was somewhat unusual for the small town of Blackfoot. Mr. Eldredge was of the Eldredge's of Pocatello. The business was located in the first block of West Bridge Street, just west of the alleyway, in the vacant building where the Skogmo Store, Knits and Pieces, and Kings Five and Dime Store used to operate.

The Idaho State Bureau of Vital Statistics has death records back to 1911 and funeral home records for Blackfoot date from about 1908. And it was around 1908, that two young men came from Nebraska to manage Brown Eldredge. Their names were Samuel Wood Wilson and Ernest T. Peck. Mr. Peck was a licensed "undertaker," and with his arrival, Blackfoot had the only licensed professional in the so-called "inland empire" — vaguely outlined as stretching from Bannock County north of Salmon.

Mr. E. T. Peck, who later would serve as mayor of Blackfoot, directed the funeral services, did the embalming, and also took care of most of the sales of carpeting and Anglo-Persian rugs and other floor coverings. Mr. Peck was always known as a meticulous man whose unvarying daily routine included dusting his car each morning after arriving at the store, then shining his shoes then sitting down with a cigar to read the morning paper. Sam Wilson became secretary-treasurer and pretty much handled the accounting and furniture end of the business.

The hearse and other funeral cars were parked at the Triple A Garage on North West Main Street (which stood on the lot where a vacant building now stands which once housed a grocery store and later the Deseret Industries... the same building where the "Stars" drill team now rehearses.) The garage was owned by Bill Graham, who later was married to Grace Peck, Mr. Peck's daughter.

Howard Packham, who had grown up on a farm in the Groveland area returned in 1933 from Pocatello where he had been attending college for about three years, and in 1936 was employed at Brown-Eldredge. He worked as an apprentice under Mr. Peck and helped with the furniture work, too. Harold Sorensen, a brother to Merle and Murray Sorensen, began work at about the same time, but his main work was in the furniture store. Harold would help Howard when going on a "death call," and Howard would return the favor by helping around the store with laying carpet or unpacking furniture. Bill Sorensen, Harold's father, did most of the furniture deliveries — sometimes as far as Mackay and the Pahsimeroi Valley. George Spritzer assisted as bookkeeper.

Mr. Wilson died January 10, 1942. It was that same year that Howard and Delmar Packham purchased an old home on the corner of North Shilling Avenue and Alice Street, and with the expertise of Ed Felsted and Eddie Turpin began remodeling. The upstairs was converted into an apartment for the young couple and their two children, Richard and Jane Ann. Plans were developed for making the downstairs a funeral home. And in 1944, the furniture portion of the business was sold, the funeral home was moved to its present location at 288 North Shilling Avenue, and the partnership of Peck & Packham Mortuary began.

Mr. Peck, in advancing age, would walk a block from his home at 360 North Shilling Avenue to the funeral home. There he often would entertain the Packham children, especially the newest addition, Dean, with rubber balls and candy treats. Howard, who had worked for wages of about \$100 per month, paying back the money borrowed to enter the partnership, then borrowed about \$15,000 to purchase ownership of the funeral home from Mr. Peck. It was shortly thereafter that Mr. Peck died, December 12, 1949, at the age of 81. The business became known as the Howard Packham Mortuary (to differentiate from Orson Packham, a brother, who owned a real estate and insurance firm in Blackfoot).

Brown-Eldredge records starting about 1908, are sketchy and incomplete. But the records are interesting, with their charges for "ice" and "drayage" and "black funeral banner." Total charges would commonly total \$75.00 to \$150.00. The funeral home also provided the county's only ambulance service, providing men, the car, ambulance cot, clean sheets, and mileage for \$5.00 per call.

The funeral home itself has seen several changes and remodelings, with a new garage and display area added by the Yancey Brothers in the 50's. A chapel and more spacious casket display area was added in 1974. Dean Packham returned to Blackfoot in that same year from the Army and college, with a master's degree in business administration. He and his family lived in California while attending the San Francisco College of Mortuary Science, where he graduated number one in his class. After serving a year of apprenticeship

Page... 94

Line 39

TAX COLLECTOR'S RECEIPT

No 1958

8

BINGHAM COUNTY, IDAHO

Blackfoot, Idaho

12-22

1942

RECEIVED the full amount of all State and County, Village, School, Road and other taxes for the year 1942 due upon the following described property situated in Bingham County, Idaho as shown by Assessment Rolls for said County, from

Miller & Stone

c/o Baxter Hopkins

Blackfoot, Idaho

This receipt issued subject to final payment of check or draft given in payment.

Personal Property		No.	Value	Real Property		Sec. Lot	Twp. Blk.	N. or S.	Range E B M	Value
Cattle	Bulls			Tax 735		33	2	S	35	
	Cows									
	Common									
	Yearlings									
Horses	Stallions			Irrigated						
	Work			Pump						
	Common			Grazing		5				100
				Waste Land						
Sheep—Common				Improvements						1100
Sheep—Bucks										
Hogs										
Farm Machinery			350	TOTAL						1200
H. H. Goods				Tax Levies						Amount
Merchandise				State Tax						2 79
Furniture				County Tax						14 26
Bees				Blackfoot City						
Tractor				Sprinkling						
Thresher				Shelley						
				Aberdeen						
				Firth						
Total Personal			350	Basalt						
Total Real			1200	Special School District No		34				34 10
Total Valuation			1550	Rural High School No 9						
Less Exemptions				Cemetery			G			1 55
Total for Taxation				Predatory						
Amount Delinquent				Sheep Inspection						
Penalty				T. B. and Abor. Eradication						
				Am. Falls Res.—Bond						
Total Delinquent				Am. Falls Res.—Maint.						
Interest				Total Tax To Be Paid						52 70
2nd Inst.				Paid First Installment						
TOTAL PAID				Paid Second Installment						

Your Taxes Are Not Paid For The

Years 19...; 19...

19...

19...

Geo. H. Clark

By A. W.

Tax Collector.

DEED RECORD, BINGHAM COUNTY

No. 2540

QUITCLAIM DEED

Book No. 75

Page 78

IDaho PRINTCRAFTERS, INC., 801SE 3035E

THIS INDENTURE, Made the 14th day of May, in the year of our Lord one thousand nine hundred and forty-seven, between BAXTER W. HOPKINS, a widower,

of the County of Bingham, State of Idaho, the party of the first part, and Hopkins Packing Company, a corporation of the County of Bingham, State of Idaho, the party of the second part,

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of

One and no/100 - - - DOLLARS, lawful money of the United States of America, to him in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, does by these presents demise, release and forever quit-claim unto the said part y of the second part, and to its successors all those certain lots, piece s, or parcels of land situated /lying and being in the County of Bingham, and State of Idaho, and bounded and particularly described as follows, to-wit:

Commencing at a point 1371 feet E. and 1058 feet South of the quarter corner of Sections 32 & 33, Township 2 South, Range 35, E.B.M., thence in a Southeasterly direction 33 feet from and parallel to the North right of way fence of Salmon River railroad a distance of 470 feet, thence East 726 feet to the right bank of Snake River, thence in a Southwesterly direction and following the meanderings of the right bank of Snake River to the North Right of way fence of Salmon River railroad, thence in a Northwesterly direction and along the line of said right of way fence of said railroad, a distance of 905 feet; thence North 49 feet to the place of beginning.

\$5.50 I.R.S.Attached and cancelled.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and 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 said part y of the second part, and to its successors and assigns forever. IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

.....

Baxter W. Hopkins

(SEAL)

.....

(SEAL)

.....

(SEAL)

.....

(SEAL)

STATE OF IDAHO,

COUNTY OF Bingham

ss.

~~XXXX HEREBY CERTIFY, THAT~~ this 17th day of May, in the year 19 47, before me, J. H. Andersen, a Notary Public, in and for said State of Idaho, personally appeared Baxter W. Hopkins, a widower

known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal #

the day and year

Seal

J. H. Andersen

first above written.

My commission expires January 1.1950

Notary Public for the State of Idaho

Residing at Blackfoot, Idaho

Recorded at request of

Hopkins Packing Co. June 23, 1947 at 4:08 PM

V. F. Wootton

Recorder.

QUITCLAIM DEED

THIS INDENTURE, Made this 14th day of May
in the year of our Lord one thousand nine hundred and forty-seven , between

BAXTER W. HOPKINS, a widower,

of the County of Bingham State of Idaho
the part y of the first part, and
Hopkins Packing Company, a corporation
of the County of Bingham State of Idaho

the part y of the second part.

WITNESSETH, that the said part y of the first part, for and in consideration of the
sum of One and no/100- - - - - DOLLARS,
lawful money of the United States of America, to him in hand paid by the said
part y of the second part, the receipt whereof is hereby acknowledged, do es by these
presents remise, release and forever QUITCLAIM, unto the said part y of the second
part, and to its successors and assigns, all those certain lot s , piece s or
parcels of land, situate, lying and being in the County of Bingham ,
State of Idaho, bounded and particularly described as follows, to-wit:

Commencing at a point 1371 feet E. and 1058 feet South of the
quarter corner of Sections 32 & 33, Township 2 South, Range 35,
E.B.M., thence in a Southeasterly direction 33 feet from and
parallel to the North right of way fence of Salmon River railroad
a distance of 470 feet, thence East 726 feet to the right bank
of Snake River, thence in a Southwesterly direction and following
the meanderings of the right bank of Snake River to the North
Right of way fence of Salmon River railroad, thence in a
Northwesterly direction and along the line of said right of way
fence of said railroad, a distance of 905 feet; thence North
49 feet to the place of beginning.



T-736

No. 2540

QUITCLAIM DEED

-TO-

Dated , 19

STATE OF IDAHO,

County of *Bingham* } ss.

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

at *8* minutes past *4* o'clock *P* M, this *23* day

of *June*, A. D. 19*47*

in my office, and duly recorded in Book *75*

of *Deeds* at page *78*

Ex-Officio Recorder

By *Amy Jensen* Deputy

Fees, \$ *1.00*

Mail to

known to me to be the person whose name is acknowledged to me that he 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.

My commission expires: January 1, 1950.

[Signature]
Notary Public for the State of Idaho,
Residing at *Blackfoot*, Idaho.

Baxter W. Hopkins, a widower

in and for said State, personally appeared J. H. Andersen

, a Notary Public

STATE OF IDAHO,
County of *Bingham* } ss.

On this *17th* day of *May*

in the year 19*47*, before me

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 part y of the second part, and to its successors heirs and assigns forever.
IN WITNESS WHEREOF, The said party of the first part ha s hereunto set his hand and seal the day and year first above written.
SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Baxter W. Hopkins [Seal]

[Seal]

[Seal]

[Seal]

#22593A

ENTERED

RECEIVED

CERTIFICATE OF APPOINTMENT
OF REGISTERED AGENT

79 MAY 15 AM 8 46

KNOW ALL MEN BY THESE PRESENTS:

That SECRETARY OF STATE Hopkins Packing Company,
(Name of Corporation)

an Idaho corporation, pursuant to section 30-1-12, Idaho Code, and by authority of its Board of Directors, does

hereby appoint Tom Nilsson,
(Name of Registered Agent)

of 52 N. Ash, Blackfoot, Idaho as its
(street address) (city)

Registered Agent in the State of Idaho, upon whom process issued by authority of or under any law of the State of Idaho may be served.

IN WITNESS WHEREOF the corporation has caused this certificate to be executed and verified by its

President (or Vice-President) on this 14 day of May, 19 79

Hopkins Packing Company
(Name of Corporation)
By Mike A. But
(President or Vice-President)
Vice President
(Title)

STATE OF Idaho }
County of Bingham } ss.

Subscribed and sworn to before me this 14th day of May, 19 79

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my seal

DeWay Lenow, Notary Public
for the State of Idaho
(Title)
residing at Blackfoot



A Quality Community

Grand View Water & Sewer Association, Inc.

PO Box 69 / 425 Boise Ave.

Grand View, ID 83624-0069

(208) 834-2700 Phone / Fax

Grand View Water & Sewer Fax Transmittal

Date: 7-25-07 Time: 12:00 pm

Fax Number: (208) 287-6700

To: State of Idaho - Department of Water Resources

Attention: Shelley W. Keen - Water Allocation Bureau

From: Helana (Lani) Race -- Grand View City Clerk and Treasurer

Lani

Number of Pages (including cover sheet): 2

Dear Ms. Keen,

Thank you for your letter on May 17, 2007 concerning our request for Adjustment to Water Right 57-7059 to Increase Flow Rate. (faxed, also)

In answer to your first question:

Yes, Well # 2 is one of the two points of diversion included in water right 57-7059.

Second Question:

Our Engineering Company is: Holladay Engineering Co
PO Box 235
32 N Main Street
Payette, ID 83661
(208) 642-3304

Our Engineering Report is currently underway to examine alternatives for Arsenic Treatment to meet EPA standards of 10 ppb and need for any additional water rights.

We will reply when a final alternative has been selected for the Arsenic Removal Project.

Confidentiality Notice:

The information contained in this facsimile message is confidential information intended only for the use of the individual named above. If the reader of this message is not the intended recipient, or employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received the communication in error, please immediately notify us by telephone, and return the original message to us at the above address via the US Postal Service.



This institution is an equal opportunity provider.

**BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO**

IN THE MATTER OF LAPSED	)	ORDER DENYING PETITION
PERMIT NO. 63-31190,	)	FOR RECONSIDERATION AND
IN THE NAME OF	)	DENYING ADDITIONAL
EDWARD C. KERSHNER	)	REQUEST FOR EXTENSION
	)	OF TIME FOR FILING PROOF
_____	)	

This matter having come before the Idaho Department of Water Resources ("Department"), the Department makes the following Findings of Fact, Conclusions of Law and Order:

FINDINGS OF FACT

1. On June 15, 2001, the Department issued Permit No. 63-31190 to Edward C. Kershner ("permit holder") authorizing the diversion of 0.12 cfs of ground water to be used for domestic, stockwater, heating and cooling purposes within the NE1/4 of Section 5, Township 1 North, Range 1 West, of Ada County. A condition of permit approval required the permit holder to submit proof of beneficial use of water ("proof") to the Department on or before June 1, 2006.

2. On March 31, 2006, the Department notified the permit holder that proof was due and instructed the permit holder of the steps to be taken to submit proof or a request for extension of time ("extension request").

3. On May 5, 2006, the permit holder filed with the Department an extension request to extend the proof deadline. The explanation for the delay was "...working a lot of overtime to be able to buy a house." The extension request was approved based on due diligence, extending the proof deadline to June 1, 2007. The Department informed the permit holder that the Department may not be able to grant additional extensions based on due diligence.

4. On March 1, 2007, the Department notified the permit holder that proof was due and instructed the permit holder of the steps to be taken to submit proof or an extension request.

5. On April 26, 2007, the permit holder filed a second extension request with the Department. The permit holder described the work completed to include a mobile home and utilities. The explanation for the delay was lack of time.

6. On May 16, 2007, the Department issued an Order Denying Request for Extension of Time (order denying extension request) to the permit holder in response to the request filed on April 26, 2007.

7. On May 23, 2007, the Department received a Petition for Reconsideration from the permit holder in the form of a letter. The letter indicated that water is hooked up to the home and an electrician would improve the temporary hook-up and also hook up the house.

8. On June 7, 2007, the Department issued a Lapse Notice to the permit holder indicating that the permit had lapsed pursuant to Idaho Code § 42-204

9. On June 13, 2007, the permit holder filed a third extension request with the Department. The permit holder explained that he was irrigating with temporary power and working with an electrician.

CONCLUSIONS OF LAW

1. Idaho Code § 67-5243(3) provides in pertinent part as follows:

Unless otherwise provided by statute or rule, any party may file a motion for reconsideration of a recommended order or preliminary order within fourteen (14) days of the issuance of that order.

2. The petition was filed timely.
3. The petitioner has not provided justification to reconsider the order denying extension request issued on May 16, 2007.
4. The Department should deny the petition for reconsideration of the order denying extension request.
5. Idaho Code § 42-204 provides in pertinent part as follows:

1. In cases where the applicant is prevented from proceeding with his work by his failure to obtain necessary consent or final approval or rejection from the federal government because of the pendency of an application for right of way or other matter within the jurisdiction of the United States, or by litigation of any nature which might bring his title to said water in question, the department . . . shall extend the time so that the amount of time lost by such delays shall be added to the time given in the original permit for each and every action required.

5. In all other situations . . . the department may grant one (1) extension of time, not exceeding five (5) years beyond the date originally set for completion of works and application of the water to full beneficial use . . . provided good cause appears therefore.

6. The Department has already granted one extension request and is prohibited from granting additional extension requests unless the permit holder was prevented from proceeding with development of the permit due to government delay or litigation pursuant to Idaho Code § 42-204.

7. The Department should deny the extension request filed on June 13, 2007.

8. Idaho Code § 67-5243(1) provides as follows:

That within sixty (60) days after such notice of lapsing the department may, upon a showing of reasonable cause, reinstate the permit with the priority date advanced a time equal to the number of days that said showing is subsequent to the date set for proof;

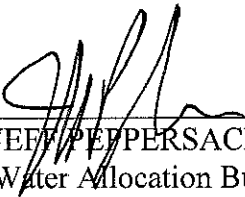
9. To the extent that beneficial use of water was developed prior to the date proof was due, the permit holder may file proof to reinstate the permit.

ORDER

IT IS HEREBY ORDERED that the Petition for Reconsideration of the order denying extension request is **DENIED**; and

IT IS FURTHER HEREBY ORDERED that the extension request filed on June 13, 2007, for Permit No. 63-31190 in the name of Edward C. Kershner is **DENIED**

Dated this 28th day of June, 2007



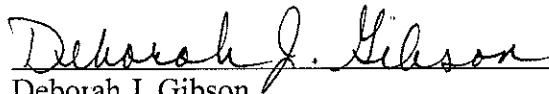
JEFF PEPPERSACK, Bureau Chief
Water Allocation Bureau

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29th day of June, 2007, a true and correct copy of the documents described below were served on the following as noted:

Document(s) Served: Order Denying Request for Extension of Time, and
Explanatory Information to Accompany a Preliminary Order without a
Hearing

EDWARD C KERSHNER
1911 N 31ST ST
BOISE ID 83703


Deborah J. Gibson
Administrative Assistant
Water Allocation Bureau