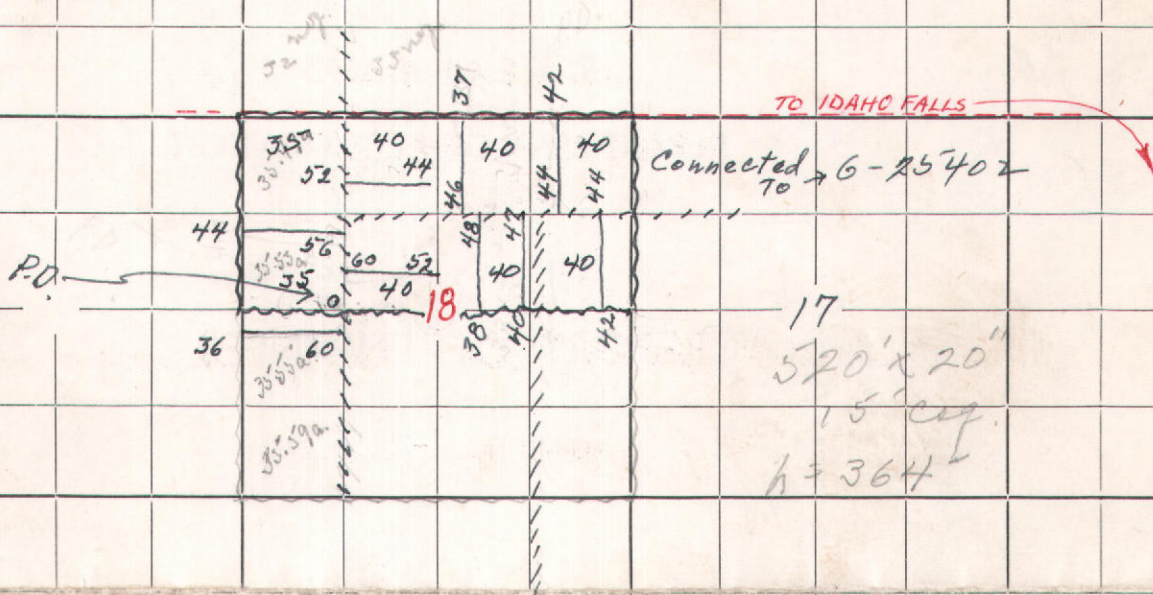


R-36E.

65648.15 mi.

T. 4 N.
at pump
47 mi. E edge of Belington
d. 365 or 370'

no dd



19

20

$$\begin{array}{r} 350 \times 110 \times 70 \times 550 \\ 364 \\ 138 \\ \hline 502 \end{array} \quad \begin{array}{r} 246 \text{ inches} \\ 62 \frac{1}{2} \end{array}$$

Sub divisions = 8

Area = 310 a. *starting at edge*

Q = 246 inches.

P. D. needs amendment.

Browning well
32 NW
366' x 20"
well 27
43' - well 236' 6" H of later
h = 266'

Western Potato Co., (A partnership-Herman & Robert Belson)
P. O. Box 263
Idaho Falls, Idaho
Permit No. 0-25555

JA 21422
JA 31264

Examination for Completion of Works & Beneficial Use

County Jefferson
18-4N.-36E.

Office - JA. 30913

Qz 6.4 c.f.s.

Card # 7-039-0431

Sz Lava crevices

P.A. = SE. NW. 1/4, Sec. 18, T. 4 N. - R. 36 E.

350 hp. U.S. motor

1056888

Use = Irrigation

440V. 420 amperes / 800W

27 lines between 2 pumps

or 14 lines per pump

at 30 to 35 ft

Filed = March 28, 1955

Due = April 7, 1957

Recheck P.D.

Lots may change P.D.

gaps on pump 68 ft

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
4. If any unusual conditions are discovered, make plain statement of them under remarks.
5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
6. Give general characteristics of soils, topography, and crops raised.

RECEIVED
SEP 9 1957

Department of Reclamation

Affidavit of Publication
THE RIGBY STAR

RECEIVED
APR 9 1957
Department of Reclamation

STATE OF IDAHO, }
County of Jefferson } ss.

Hope B Jones
I, *R. J. Jones*, do solemnly swear that I am the printer of THE RIGBY STAR, a weekly newspaper as defined by Idaho Codes Annotated section 58-106 as amended, and that said newspaper is a weekly newspaper, printed and published at Rigby, Jefferson County, Idaho, having a general circulation in said county, and that said newspaper has been printed and published as a weekly newspaper, in said county, for more than 78 consecutive weeks prior to the first publication of the attached notice.

And affiant further says that said attached notice, advertisement or publication, as per clipping attached, was published in said newspaper in the regular and entire issue thereof, and not in any supplement issue thereof, for

Four consecutive issues thereof; first publication having been made on the

21st day of *February*, 19*57*

and last publication on the

14th day of *March*, 19*57*

And affiant further says that at the times herein mentioned said newspaper was made up of at least four pages of at least five columns each, printed from type matter, of at least seventeen and three-fourths inches depth; and that there are at least two hundred bona fide subscribers in Jefferson County.

Hope B Jones

Subscribed in my presence and sworn to before me this _____

day of _____ *MAR 22 1957* _____, 19____

(SEAL)

R. H. Hamner
Notary Public for the State of Idaho,
Residence and P. O. Address: Rigby, Idaho.
My commission expires _____, 19____

Publication Fee: \$_____

S25555

(Publish. Feb. 21, 28, 1957)
**NOTICE OF PROOF OF COMPLETION
OF WORKS and APPLICATION OF
WATER TO BENEFICIAL USE**
Notice is hereby given that at 9 a. m., on the 5th day of April, 1957, at Idaho Falls, County of Bonneville, State of Idaho, before W. H. Humphrey, Notary Public, proof will be submitted of the completion of works for the diversion of 5.4 cubic feet per second of underground waters from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G-25555, heretofore issued by the Department of Reclamation of the State of Idaho.
1. The name and postoffice address of the person or corporation holding said permit are Western Potato Co., Idaho Falls, Idaho.
2. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use is 5.4 cubic feet per second.
3. The use to which said water has been applied is irrigation purposes, and the amount applied to beneficial use is 5.4 cubic feet per second.
4. The point of diversion of said water is in SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 18, Twp. 4 N. Rge. 36 E.B.M.
5. The place where said water is used is N $\frac{1}{2}$ Sec. 18, Twp. 4 N., Rge. 36 E. B. M.
6. The date of priority which said user is prepared to establish is March 28, 1955.
MARK R. KULP,
State Reclamation Engineer.
(Feb. 21-28, March 7-14, 1957)

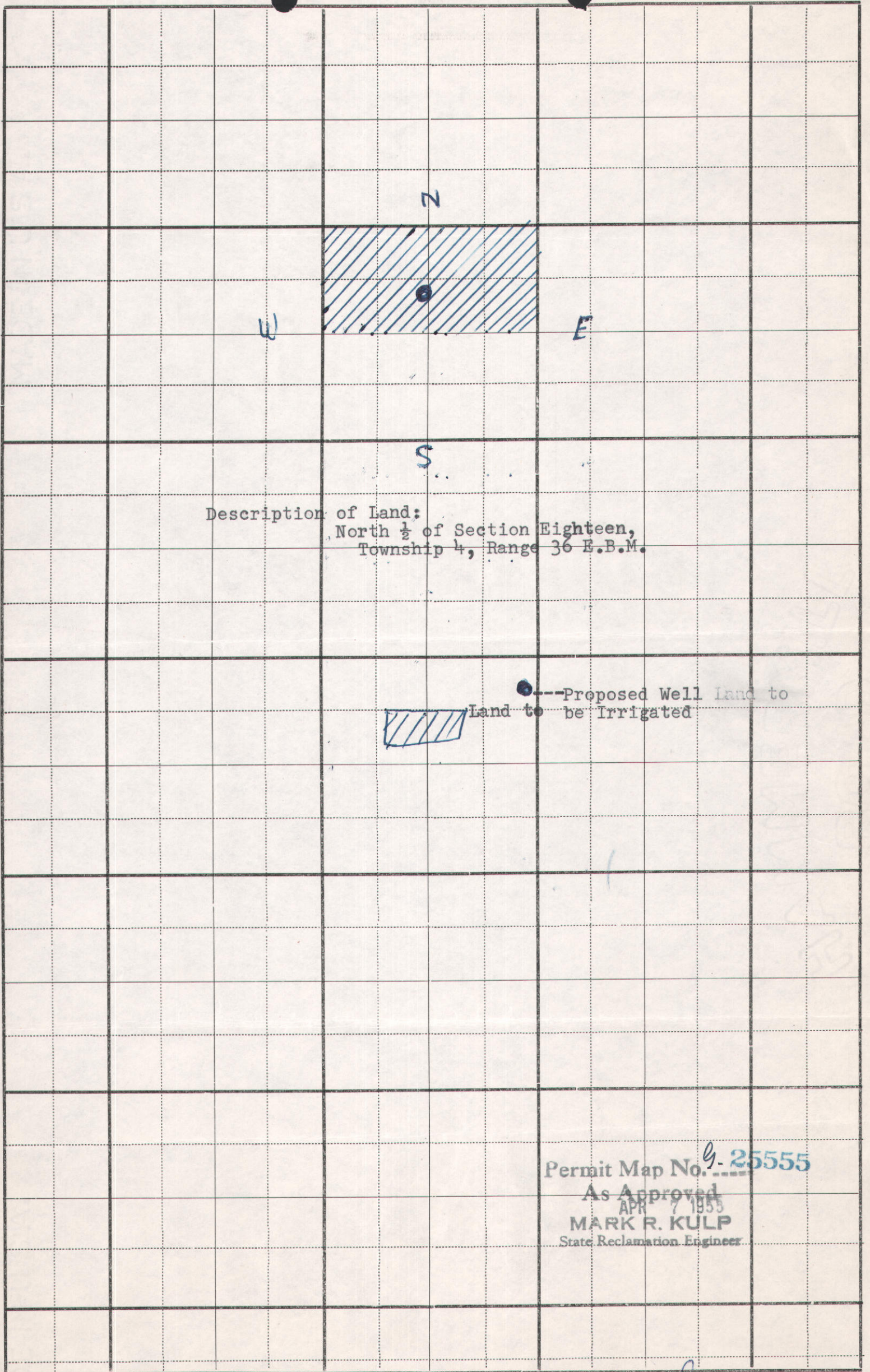
Western Potato Co.

NAME OF APPLICANT

Box 263

Idaho Falls, Idaho

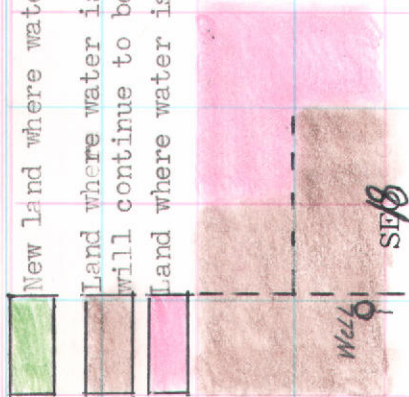
FORM No. 0



25555

-- Irrigation Mainlines

New Land where water is to be transferred to
Land where water is now being used on which water
will continue to be used
Land where water is to be transferred from



SEC.

SEC.

SEC.

SEC.

SEC.

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SEC.

CONTRACT OF SALE

RECEIVED
MAR 7 1966

Department of Reclamation

THIS AGREEMENT, Made and entered into this 6th day of October, 1964, by and between ROBERT BELSON and CAROLINE BELSON, his wife, of Idaho Falls, Bonneville County, State of Idaho, hereinafter referred to as "Sellers", and B. T. REMINGTON, ROBERT L. ARCHIBALD, and C. A. REMINGTON, all of Parker, Fremont County, State of Idaho, and DON C. ARCHIBALD, of Rigby, Jefferson County, State of Idaho, hereinafter referred to as "Buyers",

WITNESSETH:

WHEREAS, The Sellers own 120 shares of the capital stock of WESTERN POTATO COMPANY, an Idaho corporation, with its principal office in Idaho Falls, Bonneville County, Idaho, hereinafter called the "Corporation", and said 120 shares, together with 120 shares being sold by Herman Belson and Florence Belson, his wife, to the Buyers herein, represent all of the issued and outstanding stock of the Corporation, which has an authorized capital of \$100,000.00, divided into 1,000 shares each having a par value of \$100.00.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the purchase price hereinafter referred to and the mutual covenants and agreements hereinafter contained, the Sellers agree to sell to the Buyers, and the Buyers agree to buy from the Sellers, on the terms and conditions herein specified 120 shares of the capital stock of Western Potato Company, an Idaho corporation, with its principal office at Idaho Falls, Bonneville County, Idaho, fully paid and free and clear of all liens and encumbrances and assessments, for a total sum and purchase price of \$214,712.72, payable \$62,266.67 upon the execution

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of this agreement, the receipt of which is hereby acknowledged by the Sellers, and the balance of the purchase price in the sum of \$152,446.05, together with interest on all deferred payments thereof at the rate of 5 3/4 per cent commencing with date hereof, shall be paid by the Buyers to the Sellers at BANK OF IDAHO, in Idaho Falls, Idaho, the hereinafter named escrow holder in the following manner, to-wit:

Accrued interest on July 1, 1965; and the unpaid balance of the purchase price, together with interest, shall be paid on a 120 month amortization basis as follows: \$1,680.00 on July 1, 1965; and \$1,680.00 on the 1st day of each month thereafter for a total of 120 monthly payments. Buyers have the option of paying an additional \$254.00 per month on principal at the time of making each monthly payment provided no additional payments shall be made before July 1, 1965. Each payment shall be applied first to accrued interest and the balance to principal. Any additional payments of principal may, at the option of Buyers, apply against any next succeeding principal payment on the contract. Buyers shall have the right, after making the July 1, 1966, payment, to defer all or a portion of any 12 monthly installments of principal by paying the accrued interest on the payment dates, providing Buyers can prove that they have suffered an operating loss in the operation of the business and property belonging to the Corporation only, and not the Buyers' other business or personal interests, in the 12 months preceding the payment due date that justifies the deferment; providing, however, said loss must be at least \$15,000.00 as determined for tax purposes by a competent C.P.A. using ordinary accounting procedures. If any principal payment is so deferred, the same must be caught up and the contract must be current before the Buyers shall be entitled to a second deferment.

The Sellers agree that upon payment of the purchase price, together with all accrued interest as above set forth, they will assign, transfer and set over said shares of stock and the certificates evidencing ownership of same to the Buyers, and as a means of making such transfer, it is agreed as follows: An executed copy of this contract, together with all certificates to said capital stock, endorsed in blank by the Sellers, shall be placed in

the custody of BANK OF IDAHO, Idaho Falls, Idaho, the hereby designated escrow holder, and it is understood and agreed by the parties hereto that said escrow holder be, and it is hereby instructed to deliver each and all of said stock certificates, endorsed in blank by the Sellers and all of the documents in said escrow agreement, to the Buyers when said purchase price and accrued interest has been paid in full to the Sellers.

In the event the Buyers shall default in the performance of the terms of this agreement, the Sellers may cause notice in writing to be given to the Buyers, specifying the matters in which such default occurred, and such notice shall be served upon the Buyers by depositing the same in any United States Post Office, addressed to the Buyers and each of them at their addresses above set forth, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If the Buyers shall fail to cure such default within 45 days after the service of such notice as aforesaid, then and in that event, except as is hereinbefore provided, this contract shall immediately terminate, and the Buyers shall forfeit all rights to said stock and said stock certificates, and all payments made thereon shall be retained by the Sellers as liquidated damages for the breach of this contract, and the Sellers shall be automatically reinstated to all privileges, powers, offices and benefits they now enjoy with the Corporation. The default period herein provided for and the default period provided for in the escrow agreement shall run concurrently. Time is expressly made of the essence of this agreement.

If the payment of any of the installments is not made at the time specified hereinbefore, the whole of said unpaid balance of the purchase price payable to the Sellers under the terms of

this agreement shall, at the Sellers' option, become immediately due and payable. The above and foregoing shall be considered optional, additional and cumulative remedies and not as a waiver of any other right or remedy the Sellers would otherwise have in law or in equity to enforce the performance of this agreement or to recover damages for the breach thereof.

It is further understood and agreed by and between the parties as follows:

1. That B. T. Remington, Robert L. Archibald, and Don C. Archibald are each purchasing 36 shares and G. A. Remington is purchasing 12 shares of the capital stock of the Corporation from the Sellers herein, but the obligations of the Buyers in this contract shall be deemed joint and several.

2. Buyers shall have the right to receive dividends on and to vote the stock while this contract is in full force and effect; and the Sellers shall not participate in any dividends or voting rights or exercise any other incidents of ownership of the stock for so long as this contract is not in default.

3. Sellers do hereby tender, and Buyers hereby accept the Sellers' resignations as officers, directors, managers and employees of the Corporation, and from all positions with the Corporation, effective as of date hereof.

4. Sellers covenant and agree not to engage directly or indirectly in a competing potato warehouse business, exclusive of buying and selling potatoes, in the Counties of Teton, Fremont, Clark, Madison and Jefferson and north and east of Idaho Falls, in Bonneville County, all in the State of Idaho, for ten years from date hereof. Sellers further agree to use their maximum

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influence and efforts to cause potato dealers, brokers, buyers and other contacts of Western Potato Company to continue their present alliances and working agreements with Western Potato Company.

5. Sellers covenant and agree to make, execute and deliver concurrently herewith a certification, under oath, listing in detail each and every obligation of the Corporation, and the Sellers further covenant and agree to indemnify and hold harmless the Buyers of and from any unknown and unlisted liabilities and obligations of the Corporation and any liabilities and obligations which may develop hereafter, such as income tax deficiencies of the business operations of the Corporation to date hereof.

6. Sellers shall have the right at all reasonable times to examine each and every part and parcel of the assets and books of the Corporation during the life of this contract to determine if the provisions of this contract are being complied with by the Buyers; the Buyers shall furnish to the Sellers at the close of each fiscal year a complete financial report prepared by a competent C.P.A., and the Sellers covenant and agree that the assets, both real, personal and mixed of the Corporation, as listed and described in the books of the Corporation being turned to the Buyers herewith, are a fair and accurate representation of the assets of the Corporation which are now in existence, and the Sellers further covenant that no unordinary expenditures or withdrawals of cash have been made by them (other than in the ordinary course of business) and the Buyers have examined the assets of the Corporation to their satisfaction and accept the same.

7. The Buyers agree that they will, during the life of

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this contract, maintain liquid assets and operating accounts in the Corporation at the maximum amount competent with good business practices, and shall not at any time dissipate away the fixed assets, including the real estate, buildings and equipment. Buyers agree that they will, as owners of the capital stock and managers of the Corporation, farm the farmland in a good husband-like manner, preserving the fertility of the soil and preventing erosion and the spread of weeds, and particularly noxious weeds, and shall also maintain and keep in good repair all of the improvements, equipment and machinery upon the premises, exchanging same from time to time for the newest type of equipment which will tend to cut production costs and do all things which will reasonably insure maximum economic production and efficiency. Buyers shall have the right to borrow money and pledge and mortgage assets as security for the repayment thereof; providing, however, Buyers may not mortgage the real property prior to the expiration of two years from date hereof, and thereafter may not mortgage the real property for an amount in excess of \$350,000.00 total mortgaged indebtedness without the express written consent of the Sellers, and providing further that the Buyers shall not directly or indirectly diminish the net value of said Corporation during the life of this contract, and any attempt to do so will constitute a default of this contract.

8. This contract cannot be assigned and said stock cannot be encumbered, assigned or conveyed except among the original Buyers during the life of this contract without the express written consent of the Sellers.

9. This contract is not only binding upon the parties hereto, but upon their respective heirs, administrators and assigns.

10. In the event it becomes necessary for either party to employ an attorney for the enforcement of this contract, the defaulting party agrees to pay the prevailing parties' reasonable attorney's fees.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

SELLERS

BUYERS

S. A. [unclear]

STATE OF IDAHO,)
COUNTY OF Bonneville) ss.

On this 8 day of October, 1964, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT BELSON and CAROLINE BELSON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

My commission expires:

Aug. 28, 1966

Notary Public for Idaho
Residing at:

Idaho Falls, Idaho

STATE OF IDAHO,)

COUNTY OF)

Bonanzaville.) ss.

On this 8 day of October, 1964, before me, the undersigned, a Notary Public in and for said State, personally appeared B. T. REMINGTON, ROBERT L. ARCHIBALD, C. A. REMINGTON and DON C. ARCHIBALD, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

My commission expires:

Aug. 28, 1966

Marjorie A. Grant
Notary Public for Idaho
Residing at:
Idaho Falls, Idaho

CONTRACT OF SALE

THIS AGREEMENT, Made and entered into this 6th day of October, 1964, by and between HERMAN BELSON and FLORENCE BELSON, his wife, of Idaho Falls, Bonneville County, State of Idaho, hereinafter referred to as "Sellers", and B. T. REMINGTON, ROBERT L. ARCHIBALD, and C. A. REMINGTON, all of Parker, Fremont County, State of Idaho, and DON C. ARCHIBALD, of Rigby, Jefferson County, State of Idaho, hereinafter referred to as "Buyers",

WITNESSETH:

WHEREAS, The Sellers own 120 shares of the capital stock of WESTERN POTATO COMPANY, an Idaho corporation, with its principal office in Idaho Falls, Bonneville County, Idaho, hereinafter called the "Corporation", and said 120 shares, together with 120 shares being sold by Robert Belson and Caroline Belson, his wife, to the Buyers herein, represent all of the issued and outstanding stock of the Corporation, which has an authorized capital of \$100,000.00, divided into 1,000 shares each having a par value of \$100.00,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the purchase price hereinafter referred to and the mutual covenants and agreements hereinafter contained, the Sellers agree to sell to the Buyers, and the Buyers agree to buy from the Sellers, on the terms and conditions herein specified 120 shares of the capital stock of Western Potato Company, an Idaho corporation, with its principal office at Idaho Falls, Bonneville County, Idaho, fully paid and free and clear of all liens and encumbrances and assessments, for a total sum and purchase price of \$171,712.71, payable \$49,796.69 upon the execution

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of this agreement, the receipt of which is hereby acknowledged by the Sellers, and the balance of the purchase price in the sum of \$121,916.02, together with interest on all deferred payments thereof at the rate of 5 3/4 per cent commencing with date hereof, shall be paid by the Buyers to the Sellers at BANK OF IDAHO, Idaho Falls, Idaho, the hereinafter named escrow holder, in the following manner, to-wit:

The unpaid balance thereof, together with interest shall be paid on a 15-year amortization, 10-year maturity basis as follows: \$12,347.00 on July 1, 1963, and \$12,347.00 on the 1st day of July in each year thereafter to and including July 1, 1973, and the balance of the purchase price, together with accrued interest on July 1, 1974. Buyers have the option of paying up to \$24,383.20 on principal in any one fiscal year (which runs from July 1 to June 30 next) provided no additional payment shall be made before July 1, 1963, and provided each payment shall be applied first to accrued interest and the balance to principal. Any additional payments of principal may, at the option of Buyers, apply against any next succeeding principal payments on the contract. Buyers shall have the right after making the July 1, 1966, payment, to defer all or a portion of any annual installment of principal by paying the accrued interest on the payment date, providing Buyers can prove that they have suffered an operating loss in the operation of the business and property belonging to the corporation only and not the Buyers' other business or personal interests, in the 12 months preceding the payment due date that justifies the deferment; providing, however, said loss must be at least \$15,000.00 as determined for tax purposes by a competent C.P.A. using ordinary accounting procedures. If any principal payment is so deferred, the same must be caught up and the contract must be current before the Buyers shall be entitled to a second deferment.

The Sellers agree that upon payment of the purchase price, together with all accrued interest as above set forth, they will assign, transfer and set over said shares of stock and the certificates evidencing ownership of same to the Buyers, and as a means of making such transfer, it is agreed as follows: An executed copy of this contract, together with all certificates to said capital stock, endorsed in blank by the Sellers, shall be placed in

the custody of Bank of Idaho, Idaho Falls, Idaho, the hereby designated escrow holder, and it is understood and agreed by the parties hereto that said escrow holder be, and it is hereby instructed to deliver each and all of said stock certificates, endorsed in blank by the Sellers and all of the documents in said escrow agreement, to the Buyers, when said purchase price and accrued interest has been paid in full to the Sellers.

In the event the Buyers shall default in the performance of the terms of this agreement, the Sellers may cause notice in writing to be given to the Buyers, specifying the matters in which such default occurred, and such notice shall be served upon the Buyers by depositing the same in any United States Post Office, addressed to the Buyers and each of them at their addresses above set forth, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If the Buyers shall fail to cure such default within 45 days after the service of such notice as aforesaid, then and in that event, except as is hereinbefore provided, this contract shall immediately terminate, and the Buyers shall forfeit all rights to said stock and said stock certificates, and all payments made thereon shall be retained by the Sellers as liquidated damages for the breach of this contract, and the Sellers shall be automatically reinstated to all privileges, powers, offices and benefits they now enjoy with the Corporation. The default period herein provided for and the default period provided for in the escrow agreement shall run concurrently. Time is expressly made of the essence of this agreement.

If the payment of any of the installments is not made at the time specified hereinbefore, the whole of said unpaid balance

of the purchase price payable to the Sellers under the terms of this agreement, shall, at the Sellers' option, become immediately due and payable. The above and foregoing shall be considered optional, additional and cumulative remedies and not as a waiver of any other right or remedy the Sellers would otherwise have in law or in equity to enforce the performance of this agreement or to recover damages for the breach thereof.

It is further understood and agreed by and between the parties as follows:

1. That B. T. Remington, Robert L. Archibald, and Don C. Archibald are each purchasing 36 shares and C. A. Remington is purchasing 12 shares of the capital stock of the Corporation from the Sellers herein, but the obligations of the Buyers in this contract shall be deemed joint and several.

2. Buyers shall have the right to receive dividends on and to vote the stock while this contract is in full force and effect; and the Sellers shall not participate in any dividends or voting rights or exercise any other incidents of ownership of the stock for so long as this contract is not in default.

3. Sellers do hereby tender, and Buyers hereby accept the Sellers' resignations as officers, directors, managers and employees of the Corporation, and from all positions with the Corporation, effective as of date hereof.

4. Sellers covenant and agree not to engage directly or indirectly in a competing potato warehouse business, exclusive of buying and selling potatoes, in the Counties of Teton, Fremont, Clark, Madison and Jefferson and north and east of Idaho Falls, in Bonneville County, all in the State of Idaho, for ten years

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from date hereof. Sellers further agree to use their maximum influence and efforts to cause potato dealers, brokers, buyers and other contacts of Western Potato Company to continue their present alliances and working agreements with Western Potato Company.

5. The Sellers, Herman Belson and Florence Belson, his wife, specifically covenant and agree that the promissory note made to them by the Corporation and coming due January 2, 1965, and the debentures made to them by the Corporation and coming due July 2, 1968, shall be renewed on or before their due dates by the Corporation paying accrued interest; and said renewals shall be evidenced by promissory notes payable on an amortized monthly basis at the same rate of interest and all due on or before September 24, 1974.

6. Sellers covenant and agree to make, execute and deliver concurrently herewith a certification, under oath, listing in detail each and every obligation of the Corporation, and the Sellers further covenant and agree to indemnify and hold harmless the Buyers of and from any unknown and unlisted liabilities and obligations of the Corporation and any liabilities and obligations which may develop hereafter, such as income tax deficiencies of the business operations of the Corporation to date hereof.

7. Sellers shall have the right at all reasonable times to examine each and every part and parcel of the assets and books of the Corporation during the life of this contract to determine if the provisions of this contract are being complied with by the Buyers; the Buyers shall furnish to the Sellers at the close of each fiscal year a complete financial report prepared by a competent C.P.A., and the Sellers covenant and agree that the assets, both real, personal and mixed, of the Corporation, as

listed and described in the books of the Corporation being turned to the Buyers herewith, are a fair and accurate representation of the assets of the Corporation which are now in existence, and the Sellers further covenant that no unordinary expenditures or withdrawals of cash have been made by them (other than in the ordinary course of business), and the Buyers have examined the assets of the Corporation to their satisfaction and accept the same.

8. The Buyers agree that they will, during the life of this contract, maintain liquid assets and operating accounts in the Corporation at the maximum amount competent with good business practices, and shall not at any time dissipate away the fixed assets, including the real estate, buildings and equipment. Buyers agree that they will, as owners of the capital stock and managers of the Corporation, farm the farmland in a good husband-like manner, preserving the fertility of the soil and preventing erosion and the spread of weeds, and particularly noxious weeds, and shall also maintain and keep in good repair all of the improvements, equipment and machinery upon the premises, exchanging same from time to time for the newest type of equipment which will tend to cut production costs and do all things which will reasonably insure maximum economic production and efficiency. Buyers shall have the right to borrow money and pledge and mortgage assets as security for the repayment thereof; providing, however Buyers may not mortgage the real property prior to the expiration of two years from date hereof, and thereafter may not mortgage the real property for an amount in excess of \$350,000.00 total mortgaged indebtedness without the express written consent of the Sellers, and providing further, that the Buyers shall not

directly or indirectly diminish the net value of said Corporation during the life of this contract, and any attempt to do so will constitute a default of this contract.

9. This contract cannot be assigned and said stock cannot be encumbered, assigned or conveyed except among the original Buyers during the life of this contract without the express written consent of the Sellers.

10. This contract is not only binding upon the parties hereto, but upon their respective heirs, administrators and assigns.

11. In the event it becomes necessary for either party to employ an attorney for the enforcement of this contract, the defaulting party agrees to pay the prevailing parties' reasonable attorney's fees.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

SELLERS

Herman Boen
Florence Belson

BUYERS

B. T. H. H. H.
Robert L. Archibald
Salmonington
Paul C. Archibald

35-2411
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STATE OF IDAHO,

COUNTY OF

Bonneville

SS.

On this 8 day of October, 1964, before me, the undersigned, a Notary Public in and for said State, personally appeared HERMAN BELSON and FLORENCE BELSON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Nicholas C. Bunt
Notary Public for Idaho

Residing at:

Idaho Falls, Idaho

My commission expires:

Aug. 28, 1966

STATE OF IDAHO,

COUNTY OF

Bonneville

SS.

On this 8 day of October, 1964, before me, the undersigned, a Notary Public in and for said State, personally appeared B. T. REMINGTON, ROBERT L. ARCHIBALD, C. A. REMINGTON and DON C. ARCHIBALD, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Nicholas C. Bunt
Notary Public for Idaho

Residing at:

Idaho Falls, Idaho

My commission expires:

Aug. 28, 1966

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T-1067

35-2411

35-7064

Anita

S T A T E O F I D A H O
D E P A R T M E N T O F R E C L A M A T I O N

C E R T I F I C A T E O F W A T E R R I G H T
T R A N S F E R R E D R I G H T N O . 1 0 6 7

THIS IS TO CERTIFY, That the Western Potato Company, acting through Don C. Archibald, Secretary-Treasurer, is the owner of and using a certain water right of 4.92 cubic feet per second of the waters of subterranean flow, said water being obtained by virtue of License No. G-25555, issued by the State of Idaho, Department of Reclamation, bearing priority date of March 28, 1955, for the purpose of irrigating the following described lands situate, lying and being in the County of Jefferson, State of Idaho, to-wit:

NE~~X~~NE~~X~~, NW~~X~~NE~~X~~, SW~~X~~NE~~X~~, SE~~X~~NE~~X~~,
NE~~X~~NW~~X~~, NW~~X~~NW~~X~~, SW~~X~~NW~~X~~, SE~~X~~NW~~X~~,
Section 18, Township 4 North,
Range 36 E.B.M.,

That said license has been entered in the records of the Department of Reclamation of the State of Idaho in Volume 10 at Page 6114;

That said Western Potato Company has become the owner of said water right by purchase and by virtue of License No. G-25555;

And that now, upon the application of the Western Potato Company, acting through Don C. Archibald, Secretary-Treasurer, for the transfer of 4.92 cubic feet per second, made before the State Reclamation Engineer of the State of Idaho, and said application having been granted, the right to the use of 4.92 cubic feet per second of the waters of subterranean source by well upon the above described lands is hereby abandoned, and the place of use of said water under such right is HEREBY CONFIRMED, shall by this Certificate become appurtenant for irrigation purposes, is described as follows, to-wit:

SW~~X~~NE~~X~~, NE~~X~~NW~~X~~, NW~~X~~NW~~X~~, SW~~X~~NW~~X~~,
SE~~X~~NW~~X~~, Section 18;
Lot 1 (NW~~X~~NW~~X~~), Lot 2 (SW~~X~~NW~~X~~)
and SE~~X~~NW~~X~~, Section 19, Town-
ship 4 North, Range 36 E.B.M.,

That said water is to be limited at any given time to an amount actually needed and beneficially used for such purposes and shall not exceed the following amount, to-wit:

4.92 cubic feet per second of the
waters of subterranean source with
priority of March 28, 1955;

207
100

And that the water right hereby transferred has heretofore been conducted from subterranean source with point of diversion in the SWANW, Section 18, Township 4 North, Range 36 E.B.M., and conducted through irrigation pipe;

That the water right hereby transferred will hereafter be conducted to the last above described lands from subterranean source by well with no change in point of diversion;

That the right to the use of the water aforesaid, hereby described, is restricted to the lands or place of use last above described, as provided by the laws of the State of Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Department of Reclamation of the State of Idaho to be hereunto affixed at Boise, Idaho, this 28th day of March, 1966.

(SEAL)

B/

CARL E. TAPPAN

CARL E. TAPPAN

State Reclamation Engineer

S T A T E O F I D A H O
D E P A R T M E N T O F R E C L A M A T I O N

In the Matter of the Application of	)	
	)	
Western Potato Company, acting through	)	
Don C. Archibald, Secretary-Treasurer,	)	ORDER GRANTING TRANSFER
of Rigby, Idaho,	)	
	)	
	)	NO. 1067
For a Transfer of Water Right in the	)	
County of Jefferson, State of Idaho,	)	

WHEREAS, On the 22nd day of March, 1966, at the Department of Reclamation of the State of Idaho at Boise, Idaho, this matter of the application of the Western Potato Company, acting through Don C. Archibald, Secretary-Treasurer, of Rigby, Idaho, for a transfer of water right came on regularly for hearing, pursuant to the published notice in due and statutory form,

WHEREAS, No protest has been filed against the application, and the evidence filed by the applicant with the application shows that the water will be put to a higher and more efficient beneficial use and no one will be injured thereby;

NOW, THEREFORE, IT IS ORDERED, That the said application be, and the same is, HEREBY GRANTED, and that a Certificate of Transfer be issued to the applicant herein as provided by the laws of the State of Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Department of Reclamation of the State of Idaho to be hereunto affixed at Boise, Idaho, this 28th day of March, 1966.

(SEAL)

s/ CARL E. TAPPAN

CARL E. TAPPAN
State Reclamation Engineer

7-25-66

State of Idaho
License and Certificate of Water Right

Trans. # 1067

Water License No. G-25555 Amount 4.92 c.f.s.
Water District No. Priority March 28, 1955

THIS IS TO CERTIFY that WESTERN POTATO CO.
of Idaho Falls, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated March 28, 1955; that Permit No. G-25555
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
4.92 second feet, was issued thereunder on October 8, 1957, showing that said works
were completed on the 8th day of April, 1957; and that on the 8th
day of April, 1957, WESTERN POTATO CO. By: Herman Belson, Partner

of Idaho Falls, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of a well
, a tributary of subterranean, for the purpose of Irrigation
, under Use Permit No. G-25555 of the Department of Reclamation
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
10 of Licenses at page 6114, on the 8th day of October, 1957;
The right hereby confirmed dates from March 28, 1955;

The Point of Diversion is located
in the SW 1/4 NW 1/4, Sec. 18, T4 N., R 36 E., B. M. County Jefferson
That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 4.92 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
4 N.	36 E.	18	NE 1/4 NE 1/4	40	40
			NW 1/4 NE 1/4	40	40
			SW 1/4 NE 1/4	40	40
			SE 1/4 NE 1/4	40	40
			NE 1/4 NW 1/4	40	40
			NW 1/4 NW 1/4	40	40
			SW 1/4 NW 1/4	40	35
			SE 1/4 NW 1/4	40	35
			Total number of acres irrigated - - - 310		

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place
of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this
8th day of October, 1957.

/s/ Mark R. Kulp
State Reclamation Engineer.

(SEAL)

State of Idaho
License and Certificate of Water Right

Water License No. G-25438 Amount 1.0 c.f.s.
Water District No. Priority February 10, 1955

THIS IS TO CERTIFY that JAMES B. BRENNAN
of Filer, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated February 10, 1955; that Permit No. G-25438
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
1.0 second feet, was issued thereunder on October 8, 1957, showing that said works
were completed on the 23rd day of March, 1955; and that on the 23rd
day of March, 1955, JAMES B. BRENNAN

of Filer, State of Idaho, made proof to the satisfaction of the
State Reclamation Engineer of Idaho, of the right to use the waters of a well
, a tributary of subterranean, for the purpose of Irrigation
, under Use Permit No. G-25438 of the Department of Reclamation
and that said right to the use of said waters has been perfected in accordance with the laws of Idaho,
and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume
10 of Licenses at page 6113, on the 8th day of October, 1957;
The right hereby confirmed dates from February 10, 1955;

The Point of Diversion is located
in the SE 1/4 NE 1/4, Sec. 34, Tp. 9 S., R. 16 E., B. M. County Twin Falls
That the amount of water to which such right is entitled and hereby confirmed, for the purposes
aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall
not exceed 1.0 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
9 S.	16 E.	34	NE 1/4 NE 1/4 NW 1/4 NE 1/4 SW 1/4 NE 1/4 SE 1/4 NE 1/4	40 40 40 40	40 40 40 40
			Total number of acres irrigated -	- - -	160

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place
of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this
8th day of October, 1957.

/s/ Mark R. Kulp
State Reclamation Engineer.

(SEAL)

APPLICATION FOR PERMIT

To Appropriate the Subterranean Waters of The State of Idaho

35-2411

Application No. G- 33418
 Permit No. G- 25555
 District No.

Western Potato Co.
 P.O. 263
 Idaho Falls, Idaho

#1067

1. Name of Applicant: WESTERN POTATO CO.
 Postoffice address: Idaho Falls, County: Bonneville State: Idaho
2. Quantity of water claimed: Underground Water 6.4
 (a) Rate of withdrawal in cubic feet per second. 6.4 or Idaho
 Miners' inches 320 or gallons per minute. 2880
 (b) Annual withdrawal in acre feet per annum
3. Source of water supply: Underground (Lava Crevises)
4. Location of point of diversion or well is in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18
 Twp. 4N, Rge. 36E, B.M., County of Jefferson
5. Water is to be used for: Irrigation
6. If for municipal, industrial or recreational purposes, give:
 (a) Point of use of water is in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section, Twp.
 Rge., B.M.
 (b) Waste water or sewage effluent is to be returned to
 at a point in the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section, Twp., Rge., B.M.
7. Kind of works: Deep well turbine & sprinklers for irrigation
8. Estimated cost of works: \$40,000
9. (a) Is reservoir to be used? No.
 (b) Capacity of reservoir:
10. The time required for the completion of such work and complete application of the water to the proposed use is One years.
11. If applicant is a corporation, give:
 I. (a) Date and place of incorporation:
 (b) Amount of capital stock: \$ (c) Amount paid in: \$
 (d) Names and addresses of directors:
 II. The financial resources of the applicant are (a) Cash on hand: \$
 (b) Treasury stock: (c) Bonds to be issued:
 (d) Other resources:
12. The land to be irrigated is described in the following tabulation:
13. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: None
 (a) (cubic feet per second, inches or gallons per minute) of the water herein applied for is to be supplemental to the existing water rights.
 (b) (cubic feet per second, inches or gallons per minute) is for new lands.

BE IT KNOWN THAT The undersigned hereby makes appli cation for permit to appropriate the public waters of the State of Idaho as herein set forth.

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
4 N	36 E	18	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	320	
APPLICATION FOR AMENDMENT TO PERMIT TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO, NO. <u>G-25555</u>																			
Comes now WESTERN POTATO COMPANY and represents to the State Reclamation Engineer of the State of Idaho: That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho, No. G-25555. That the point of diversion is described in said permit as being located SE¼NW¼ of Sec. 18, Twp 4 N - Rge 36 E., B.M. That he now requests that the point of diversion be changed to a point located SW¼NW¼ of Sec. 18, Twp 4 N - Rge 36 E., B.M. That his reasons for desiring to make such change are as follows: _____ That no one will be injured by such change, and that such change will be made at Permit Holder's own risk.																			
Signed at Idaho Falls, Idaho, this 24th day of September, 1957 Western Potato Company By /s/ Herman Belson, Partner																			
Date of receipt at Department of Reclamation Sep 25, 1957 APPROVAL OF STATE RECLAMATION ENGINEER																			
I, Mark R. Kulp, State Reclamation Engineer of the State of Idaho, hereby approve the above and foregoing application for amendment to Permit to appropriate the Public Waters of the State of Idaho, No. G-25555. This approval constitutes a new permit and is issued as an amendment to the original permit, to which it refers and of which it becomes a part, and said application is approved only insofar as the rights of others will not be adversely affected hereby. /s/ Mark R. Kulp State Reclamation Engineer																			
Recorded: September 25, 1957.																			

Permit No. G-25555
 Certificate of Completion of Works

✓ TO ALL WHOM IT MAY CONCERN:

This is to certify that WESTERN POTATO CO. of Idaho Falls, County of Bonneville, and State of Idaho, the holder of Permit No. G-25555, issued upon Application No. G-33418 bearing date of priority of March 28, 1955, authorizing the diversion of 6.4 second feet of the waters of subterranean flow from a well County of Jefferson, State of Idaho, for Irrigation purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 4.92 second feet of the waters of subterranean flow from a well that the point of diversion of said waters SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, Township 4 North, Range 36 East, B.M. and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit: 310 acres in the N $\frac{1}{2}$ of Section 18, Township 4 North, Range 36 East, B.M. Proof of Completion of Works made: April 8, 1957

Witness my hand this 8th day of October, A.D. 1957

/s/ Mark R. Kulp
 State Reclamation Engineer

Proof of Completion of Works made: April 8, 1957
 Certificate of Completion of Works issued: October 8, 1957.

Trans 4-1067
 ... 4.92 ...
 Page 6114



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

IN REPLY REFER TO:

LIVS
Idaho 016613

Idaho Land Office
P.O. Box 2237
Boise, Idaho 83701

NOTICE OF ALLOWANCE

Mrs. Mae R. Archibald
Parker,
Idaho

General

APR 4 1966

Dear Mrs. Archibald:

Your Desert Land Entry, Serial No. Idaho 016613,
Receipt No. 103416, for Lots 1, 2, SE1/4
Section 19,

Township 4 N., Range 36 E., Boise Meridian, Idaho, containing
111.28 acres, is hereby allowed, subject to any valid existing rights and
your further compliance with laws and regulations applicable thereto. The
acceptability of final proof is contingent upon development and reclamation
of the land in accordance with your plan of development which is on file in
the Boise Land Office. Any substantial change in source of water or deviation
in the construction of the irrigating facilities must have the approval of the
Bureau of Land Management. The irrigable acreage of this entry has been deter-
mined to be approximately 111 acres. In correspondence relat-
ing to this entry, always refer to the serial number shown above.

Subject to the Act of July 17, 1914, which may require the reservation of all
oil and gas deposits to the United States.

Sincerely yours,

OG ORVAL G. HADLEY
Orval G. Hadley
Manager, Land Office

cc: State Reclamation Engineer ✓

35-2411 ✓

RECEIVED

APR 5 1966
9:10 A.M.
Department of Reclamation



IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

L:VSS
Idaho 016613

Idaho Land Office
P. O. Box 2237
Boise, Idaho 83701

RECEIVED
JAN 6 1966

Department of Reclamation

Mrs. Mae R. Archibald
Parker,
Idaho

JAN 5 1966

Dear Mrs. Archibald:

On November 24, 1965, our Idaho Falls District Manager issued an "Initial Decision" approving your desert land petition Idaho 016613.

According to your plan of development, water is to be obtained from an existing well owned by the Western Potato Company. Water is to be contracted from the Western Potato Company. Before a Notice of Allowance can be issued a copy of the contract with the Western Potato Company must be submitted.

You must also submit evidence that you have a right to appropriate the water. Such evidence should be in the form of a State water appropriation permit or a letter from the State Department of Reclamation stating that you have obtained a right to use the water from the well to irrigate lots 1, 2, SE1/4, Sec. 19, T. 4 N., R. 36 E., Boise Mer., Idaho. A copy of this letter is being sent to the State Department of Reclamation.

Will you please submit a copy of the contract and the State water permit within the next 30 days.

Sincerely yours,

/S/ ORVAL G. HADLEY

Orval G. Hadley
Manager, Land Office

cc: State Reclamation Engineer

G-29706
6-37-36

35-2411 ✓
MICROFILMED

SEP 20 1968

WATER RIGHT NUMBER 35-2411

OWNER LAST NAME - WESTERN POTATO CO.

ADDRESS LINE 1 - C/O HERMAN NELSON

ADDRESS LINE 3 -

SOURCE - GROUNDWATER

STAGE - LICENSE

TOTAL DIV. VOLUME - .00 AFA TRFR/AMEND - P

DIVERSION POINT - SWNW 18 04N 36E LOT

FROM - TO -

USE - IRRIGATION

USE - IRRIGATION

FIRST NAME - ORIG OWNER -

ADDRESS LINE 2 -

CITY - IDAHO FALLS

TRIBUTARY OF -

PRIORITY - 03-28-1955

COUNTY - JEFFERSON

WATER DIST. - DUE/CARFY ACT -

RIGHT BASIS -

USE DIV. RATE - 0.0

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DECREE NAME -

REMARKS - TRANS. 1067.

NON IRRIG USE -

OTHER RIGHTS FOR SAME USE -

PROOF DUE -

PROOF MADE -

DIVERSION MEANS -

PROTESTED -

HEARING -

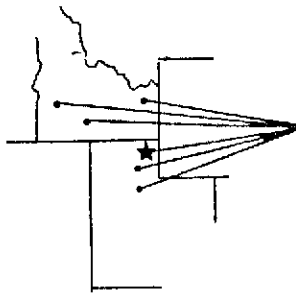
OLD NO. - 25555 -

DATE -

TOTAL ACRES 0

IDENT. NO. 35-2411

WATER RIGHT
DATA ENTRY LOG[illegible]



UTAH MORTGAGE LOAN CORPORATION

357 "F" Street - Idaho Falls, Idaho 83402
Mortgage Bankers Since 1892

In Reply Refer to No

51-53994 Western Potato

P O Box No 460

Phone: 522-8954

September 19, 1967

SEP 20 1967

State Reclamation Department
Boise, Idaho

Department of Reclamation

Re: Western Potato Company 51-53994
State License # G 25402, G 25555, G 27724

Gentlemen:

This is to notify you that we hold a mortgage on the wells concerned with the above captioned State Licenses. Please note your records accordingly and notify the following of any changes in the licenses:

The Connecticut Mutual Life Insurance Company
140 Garden Street, Hartford, Connecticut 06115

Utah Mortgage Loan Corporation
P. O. Box 460, Idaho Falls, Idaho 83401

We shall appreciate your acknowledging the above by signing the enclosed copy of this letter and returning same to this office.

Yours very truly,

Don C. Archibald

Don C. Archibald
Vice President

bys
enc

25555

Mortgage Loans
Insurance
Real Estate Sales
Land Development



DON SAMUELSON
GOVERNOR



P. KEITH HIGGINSON
State Reclamation Engineer

STATE OF IDAHO

DEPARTMENT OF RECLAMATION
107 STATE HOUSE
BOISE, IDAHO 83701

August 10, 1967

Re: Permit Nos. G-25402, G-25555, & G-27724

Robert L. Archibald, President
Western Potato Company
P.O. Box 637
Idaho Falls, Idaho

Dear Mr. Archibald:

Thank you for your letter of August 2, 1967.

Pursuant to your request we are forwarding copies of the above referenced water permits for which there is a fee of 50¢ a page totaling \$1.50.

Please remit promptly.

Very truly yours,

Donald W. McEldowney
Water Rights Clerk

DWM:nw

Enclosure: copies

25555

Western Potato Company

P. O. BOX 16, RIGBY, IDAHO 83701
IDAHO FALLS, IDAHO

August 2, 1967

Department of Reclamation
State of Idaho
107 State House
Boise, Idaho 83701

Re: Water license Nos: G-25402
G-25555
G-27724

Gentlemen:

Apparently we have misplaced the original water licenses listed above and are writing you to obtain photo copies of the originals. Will you kindly forward a photocopy of each to Western Potato Company, P. O. Box 16, Rigby, Idaho, together with a statement for services.

License number G-25555 was amended in 1966 to show a transfer of water from one location to another. We have the original document showing this transfer.

Thank you for your assistance.

Sincerely,



Robert L. Archibald, President

DCA:mo

G25555

March 2, 1966

RE: License No. G-25555

Western Potato Company
Box 16
Rigby, Idaho

Gentlemen:

Regarding License No. G-25555, we find that the permit was amended to show the point of diversion as in the SW/4NW/4, Sec. 18, T. 4 N., R. 36 E., B.M. prior to the license being issued. Therefore it will not be necessary to make any transfer to change the point of diversion.

Enclosed find Form 20 for use in making application for change in place of use.

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer
By

Robert W. Hamilton
Supervisor of Water Distribution

RWH:mr

cc: Mrs. Mae R. Archibald
Parker, Idaho

Enc. Form 20

G25555

March 1 - 1966

RE: Permit No. G25555
Western Potato Company

Bureau of Land Management
P.O. Box 2337
Boise, Idaho 83701

Dear Sir:

Enclosed please find two copies of Permit No. G-25555,
one of which is certified being sent under the request of the
above mentioned firm.

Very truly yours,

(Mrs.) EDNA P. RULE
Chief Clerk

EPR:ejw
Encs

25555

C
O
P
Y

March 1, 1966

RE: Permit No. G-25555

Western Potato Company
P.O. Box 263
Idaho Falls, Idaho

Dear Sir:

Enclosed is departmental receipt No. G-10185 in the amount of \$2.90 covering the fee for two copies of the above numbered permit (one certified) which was sent to the Bureau of Land Management this date.

Very truly yours,

(Mrs.) EDNA P. RULE
Chief Clerk

EPR:ejw
Encl: Receipt

G25555

February 28, 1966

Mr. Donald Watts
Office Engineer
Department of Reclamation
107 State House
Boise, Idaho

Re: License Nos. G-25555, G-25402, G-25449, & G-27724
Western Potato Company

Dear Mr. Watts:

Thank you for your explanatory letter of January 13, 1966. We have ascertained that permit number G-25555 is applicable and will appreciate your sending copies to the Bureau of Land Management as per earlier letters. A check for \$2.90 is attached for the copies.

We have also surveyed the location of the well and find that you are correct. The well is located within the boundaries of SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18 and not within the boundaries of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18 as earlier stated; but the distance involved to the new land to be irrigated is substantially the same.

The original license provided that the 4.92 second feet of water was to be used on 310 acres in the N $\frac{1}{2}$ of Section 18, Township 4 North, Range 36 EBM. Will you kindly advise Western Potato Company, Box #16, Rigby, Idaho, of the action they need to take in order to transfer a part of this water to the new location.

Thank you for your help and consideration.

Sincerely,

Mae R. Archibald
Mae R. Archibald
Parker
Idaho

cc: Bureau of Land Management
Boise, Ida

25555

January 13, 1966

RE: License Nos. G-25555, G-25402, G-25449,
G-27724, Western Potato Company

Mae R. Archibald
Parker, Idaho

Dear Mrs. Archibald.

In answer to your inquiry of January 11 we find that Western Potato Company has Licenses G-27724, G-25555, G-25449, and G-25402. It appears that the well involved in the agreement may be covered by G-25555, but the well location is shown in the permit as the SW¹/₄NW¹/₄, Sec. 18 while the agreement states the NW¹/₄SW¹/₄, Sec. 18, both T. 4 N., R. 36 E., B.M. If you can ascertain the permit number of the well involved this office will send copies of the permit to the BLM.

The fee for the copies is \$2.90.

A water transfer should be arranged through this department to allow the water to be used in locations other than provided in the original license.

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer
By

Donald Watts
Office Engineer

DW mr

25555

October 8, 1957

Re: Permit No. G-25555

Western Potato Company
P. O. Box 263
Idaho Falls, Idaho

Gentlemen:

We have enclosed the following:

1. Application for amendment to Permit No. G-25555 which was approved by the State Reclamation Engineer and recorded in the Department of Reclamation in Book 90 of Permits at Page 25555 amending the point of diversion to read as follows: SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, Township 4 North, Range 36 East, B.M. Please attach this to the original permit.
- 2-3. Certificate of Completion of Works and the License and Certificate of Water Right issued under Permit No. G-25555 confirming the right with priority of March 28, 1955, to the use of 4.92 second feet of subterranean water with the point of diversion in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, for irrigation of 310 acres in the N $\frac{1}{2}$ of Section 18, Township 4 North, Range 36 East, B.M.
4. Departmental receipt #G-2902 for \$21.00, issued as receipt of the five dollar fee for the Certificate of Completion of Works and sixteen dollars for the License fee.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

EPR:nls
Enc.

J 25555

APPLICATION FOR AMENDMENT
TO PERMIT TO APPROPRIATE THE PUBLIC WATERS
OF THE STATE OF IDAHO, NO. G-25555

RECEIVED
SEP 25 1957
Department of Reclamation

Comes now WESTERN POTATO COMPANY and represents to the State Reclamation Engineer of the State of Idaho:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho, No. G-25555.

That the point of diversion is described in said permit as being located SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 18, Twp 4 N - Rge 36 E., B.M..

That he now requests that the point of diversion be changed to a point located SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 18, Twp 4 N - Rge 36 E., B.M..

That his reasons for desiring to make such change are as follows:

That no one will be injured by such change, and that such change will be made at Permit Holder's own risk.

Signed at Idaho Falls, Idaho., this 24th day of September 19 57

Western Potato Company
By [Signature], Partner

Date of receipt at Department of Reclamation September 25, 1957

APPROVAL OF STATE RECLAMATION ENGINEER

I, Mark R. Kulp, State Reclamation Engineer of the State of Idaho, hereby approve the above and foregoing application for amendment to Permit to appropriate the Public Waters of the State of Idaho, No. G-25555. This approval constitutes a new permit and is issued as an amendment to the original permit, to which it refers and of which it becomes a part, and said application is approved only insofar as the rights of others will not be adversely affected thereby.

Mark R. Kulp
State Reclamation Engineer

G-25555

September 20, 1957

Re: Permit No. G-25555

Western Potato Company
P. O. Box 263
Idaho Falls, Idaho

Gentlemen:

Our field engineer's report on the inspection of the completion of construction work and application of water to beneficial use under the terms of Permit No. G-25555 shows that your well is located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, Township 4 North, Range 36 East, B.M. and is capable of conveying 246 miner's inches (4.92 c.f.s.) of water for irrigation of 310 acres. The record of the permit shows the well to be located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, therefore, it is necessary that it be amended. We have partially prepared and enclosed a form "Application for Amendment" and ask that you complete and return it.

Upon receipt of the statutory fees, total of \$21.00, we will issue to you under Permit No. G-25555 the Certificate of Completion of Works (for which the fee is five dollars) and the License and Certificate of Water Right (sixteen dollars--based at the rate of two dollars for each 40-acre subdivision) confirming the right with priority of March 20, 1955, for the use of 4.92 second feet of subterranean water with the point of diversion in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, for irrigation of 310 acres in the N $\frac{1}{2}$ of Section 18, Township 4 North, Range 36 East, B.M.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

EPR:nls
Enc.

G-25555

2/15/52
S. L. S.

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF ENGINEER

PERMIT NO. G-25555

REPORT ON PROOF OF Completion of Works & Beneficial Use

Western Potato Company, P. O. Box 263, Idaho Falls, Idaho.

app. 6.4 cfs
Sub 8
acres 310

4.92 cfs
max

R-36 E.

TO IDAHO FALLS

Connected to 6-25402

17
520' x 20'
15' cap.
h = 364

19

-20

357	x 10	x 70	x 250
-----	------	------	-------

$$\begin{array}{r} 364 \\ 158 \\ \hline 502 \end{array}$$
$$\frac{246}{62\frac{1}{2}}$$

Sub divisions = 8

Area = $3/0$ a.

$Q = 246$ inches.

Fit and abundant

Browning	56 NW	366' x 20'
See 32		15' x 7'
		h = 2'

Scale: 2 Inches Equals 1 Mile. Draw Map In Ink.

See 6-25402

P25555

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF ENGINEER

Permit No. G-25555

This proof is for Completion of Works & Beneficial Use In Water District No.

1. Name of applicant Western Potato Co., Partnership of Herman & Robert Belson

2. Source of water supply: Underground (Lava Crevices)

3. Location of point of diversion: Is in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18

T. 4 N. R. 36 E., B.M. County of Jefferson

4. Describe works as they exist, giving dimensions and capacities of same: Well = 520' x 20" d.
15' deep. h = 364 Feet. 3.50 hp U.S. Motor #1056888
Layne Bowler Turb. 22348 10" discharge to East into
closed system (Steel main interconnected to G-25402)

5. Water is used for: Irrigation

6. State whether or not water has been turned into works of diversion: yes

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

Sec. 18., Twp. 4 N., Rge. 36 E., B.M.

See map.

They are spreading this water over a great
deal of territory growing lots of wheat and grain
also a large acreage of potatoes. They pull the
water off the wheat and concentrate on potatoes
about first of July. Water can irrigate more

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach?

Remarks: acres that way.

They are putting some into soil bank

This examination was made on the 21 day of June, 19 57

(Signed) E. N. Humphrey Examiner.

G25555

Western Potato Co., (A partnership--Herman & Robert Belson)
P. O. Box 263
Idaho Falls, Idaho
Permit No. C-25555

Belson

TA 21422

TA 31264

Examination for Completion of Works & Beneficial Use

County Jefferson 18-4N-30E

Q. 6.4 a. 1.

Q. 6.4 a. 2.

Q. 6.4 a. 3.

Q. 6.4 a. 4.

Q. 6.4 a. 5.

Q. 6.4 a. 6.

Q. 6.4 a. 7.

Q. 6.4 a. 8.

Q. 6.4 a. 9.

Q. 6.4 a. 10.

Q. 6.4 a. 11.

TA 31264

TA 31264

TA 31264

TA 31264

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TA 31264

TA 31264

TA 31264

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
4. If any unusual conditions are discovered, make plain statement of them under remarks.
5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
6. Give general characteristics of soils, topography, and crops raised.

RECEIVED
SEP 9 1957

Department of Reclamation

May 23, 1957

RE: Permit No. G-25555

Western Potato Company
P. O. Box 263
Idaho Falls, Idaho

Gentlemen:

We acknowledge receipt of the depositions of yourselves and two witnesses, also affidavit of publication from The Rigby Star, all submitted in proof of completion of works and beneficial use on Permit No. G-25555.

Before final action is taken in the matter, the law requires that a field examination be made by an engineer from this department.

We cannot tell just when this examination will be made, but our field engineer will try and contact you at the time he makes the examination so that arrangements may be made to show him over the grounds.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

EPR

G-25555

Western Potato Company

P. O. BOX 253

IDAHO FALLS, IDAHO

RECEIVED
APR 19 1957
Department of Reclamation

April 18, 1957

Department of Reclamation
Boise,
Idaho

Attention: Mr. Roy W. Thompson

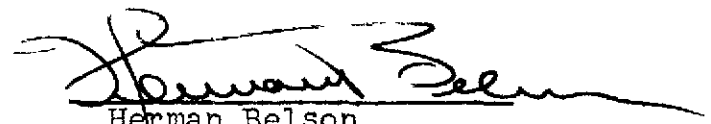
Dear Sir:

Enclosed herewith is Mr. Humphrey's affidavit as requested in your letter of April 17th.

Mr. Humphrey was unexpectedly called out of town and we were therefore compelled to have the documents notarized by Mr. John M. Sharp, Attorney who has the adjoining office.

We are sorry for any inconvenience this caused and trust the enclosed affidavit is satisfactory.

Very truly yours,


Herman Belson
Western Potato Company

HB:bw
Enc.

B25555

AFFIDAVIT

TO WHOM IT MAY CONCERN: I, M. W. Humphreys, a Notary Public in and for the State of Idaho, County of Bonneville, do hereby swear that no person or persons appeared at my office in Idaho Falls on April 5th or prior thereto making inquiries or protesting against the Proofs of Completion of Works and Application of Water to Beneficial Use as published in the Bigby Star by the Western Potato Company; covering permit No. G-25535.

M. W. Humphreys - April 18, 1957
Notary Public

Residing At Idaho Falls, Idaho

My Commission Expires August 15, 1957

G 25535

April 17, 1957

Re: Permit No. G-25555

Western Potato Co.
P. O. Box 263
Idaho Falls, Idaho

Gentlemen:

Relative to the above captioned permit, Publication Notice of Proof of Completion of Works and Application of Water to Beneficial Use was published in the Rigby Star stating that the Western Potato Co. would make said proofs on April 5, 1957, before W. H. Humphrey, Notary Public at Idaho Falls.

We are now in receipt of said proofs for deposition of holder and deposition of two witnesses. We note on the deposition of the holder that the proofs were not notarized or made until April 8, 1957 and notarized before John M. Sharp. The depositions of the two witnesses were made on the date April 5th, as published, however, both proofs were sworn to before James C. Metcalf, Notary Public.

When you do not follow the instructions as published in the Notice of Publication according to statute, you are jeopardizing your water right and in case of any future litigation that might come up on the water from your wells it may compromise your position in defending your water rights. However, this Department can accept your depositions of proof upon receipt of a satisfactory affidavit from the Notary Public, Mr. W. H. Humphrey stating the following facts: that no person or persons appeared at his office on April 5th or prior thereto making inquiries or protesting against the application of said proofs by the holder and the two witnesses; state if depositions were made in Mr. Humphrey's office and if not, explain why; also why depositions were acknowledged elsewhere. Also state reasons why the holder's deposition was not made or signed on the date as published.

The above facts are necessary to protect your own interests and if affidavit requested is not satisfactory it will be necessary for you to re-publish and submit new proofs.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Roy W. Thompson
Office Manager

25555

RTT:d

Western Potato Company

P. O. BOX 283

IDAHO FALLS, IDAHO

April 8, 1957

Department of Reclamation
Boise,
Idaho

Gentlemen:

Regarding permit No. G-25555 we are enclosing herewith the Depositions of Witnesses on completion of works, as requested. We are also enclosing the notarized holder's deposition of completion of works and the affidavit of publication.

Referring to our phone conversation of last Saturday, please advise whether permit No. G-25402 was substituted in place of G-25449 as requested.

Very truly yours,


Herman Belson
Western Potato Co.

HB:bw
Enc.

G-25555

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

John C. ...

RECEIVED
APR 9 1957
Department of Reclamation

Permit No. G-25555

Proof of Application of Water to Beneficial Use

Deposition of Holder and Completion of Works

Ques. 1. State your name, residence, occupation and postoffice address.

Ans. Western Potato Co., a partnership between Herman & Robert Belson
Growers and Shippers,
PO Box 263, Idaho Falls, Idaho.

Ques. 2. If acting in behalf of corporation, state its name, principal place of business (if a foreign corporation, give name of postoffice of statutory agent), your position with reference to same, and your authority for appearing in its behalf.

Ans. _____

Ques. 3. State number and date of permit, and date of priority you propose to establish under the permit.

Ans. Permit No. G-25555, Date of Priority - ^{March 28}~~April 7~~, 1955

Ques. 4. State source of water supply and give exact location of point of diversion.

Ans. Underground (Lava Crevices)
SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, TWP 4N, Rge., 36E, B.N.
Jefferson County, Idaho.

Ques. 5. Describe your works of diversion, and state amount of water they are capable of conveying from point of diversion to place of use, and give name of canal or ditch or other works by which water is conducted to such place of use. If a well, state depth of well, depth and size of casing and depth to water. If pump is used, state discharge of pump and tell how it was measured or determined. If sprinkler irrigation, give number and size of nozzles and operating pressure.

Ans. Well, 400 Feet Deep, head of Water 360 Feet; Caseing 20 inches.
Pump discharge 320 inches or 2880 Gallons Per min.
Nozzles 1 1/64ths ; 500 Nozzels being used.

Ques. 6. State for what purpose water is used and describe place of use. (If for irrigation, name each subdivision in which used, and number of acres in each subdivision that have actually been irrigated with said water.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. Purpose - Irrigation. 640 Acres (Sect 18, TWP 4N, RGe36E
Jefferson County, Idaho.)

Well-Deep Well Pump- Sprinkler Lines

B-25555

Ques. 7. If for other than irrigation purposes; state how applied, amount of horse power generated, etc.

Ans. ~~only Cubix Feet per second~~

Ques. 8. What is the minimum amount of water required for the purpose specified above?

Ans. 4

Ques. 9. If you are not the person or representative of the corporation to whom above mentioned permit was originally issued, please state how ownership was acquired by present holder.

Ans. _____

Ques. 10. State when, how, in what amount and to what extent the water diverted under above mentioned permit has been used.

Ans. Amount applied for was used during the summer of 1956

Ques. 11. State when, how, in what amount and to what extent waters other than those diverted under the above mentioned permit have been diverted and applied to beneficial use upon the lands herein described. Give full particulars regarding such other appropriations and rights claimed thereunder.

Ans. _____

Western Potato Company

(Sign) Herbert Selman, Pres.

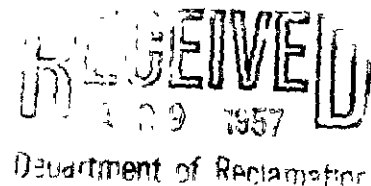
I hereby certify that the foregoing testimony was read to the above subscribed before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me, at my office in Idaho Falls, County of Bonner

State of Idaho, on this 8th day of April, A. D. 1957,

My commission expires Mar. 15, 1960 John M. Sharp

D25555

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO



Permit No. G-25555

Proof of Application of Water to Beneficial Use

Deposition of Witness and Completion of Works

The deposition of two witnesses, on this form, taken separately, required in each case.

Ques. 1. State your name, age, residence, occupation and postoffice address.

Ans. Darlene B. Pullman Age 35 Secretary
Idaho Falls, Idaho.

Ques. 2. Are you acquainted with Western Potato Company, the holder of Permit No. G-25555? How long have you known him and where does he reside?

Ans. 5 years. Idaho Falls, Idaho

Ques. 3. Have you read or heard read said Permit No. G-25555, and are you familiar with its provisions and conditions?

Ans. Yes

Ques. 4. State source of water supply, place of diversion, and describe works for conveying water from point of diversion to place of use.

Ans. Underground Lava Crevises

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use, and how much water have you seen being so conveyed?

Ans. 6.4. We have seen conveyed approximately 6.4

Ques. 6. (Pumps) How much water in cubic feet per second, miner's inches, or gallons per minute have you seen the pump deliver, and how did you measure or estimate the amount?

Ans. 6.4 with test pump

G-25555

Ques. 7. State for what purpose water is used and at what place. (If for irrigation, give each subdivision in which water has been used and number of acres irrigated in each subdivision.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. For irrigation southeast $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18
Twp. 4N Rge. 36E B.M. County of Jefferson. Cultivated, pumps and
sprinkler system being used.

Ques. 8. If for power or other purposes than irrigation, state how water has been applied and to what extent.

Ans. Irrigation only.

Ques. 9. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

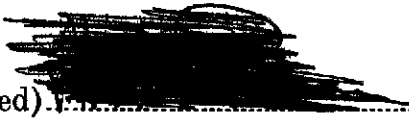
Ans. 6.4

Ques. 10. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent?

Ans. ~~Interests~~ No

Ques. 11. State when, how, in what amount and to what extent you have witnessed the application to beneficial use of water diverted under said permit.

Ans. Saw water being pumped to irrigate 300 Acres of farm land
in July 1956.

(Signed)  *Charles B. Pullman*

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in ~~IDAHO FALLS~~ IDAHO FALLS, County of BONNEVILLE, State of Idaho, on this 5th day of APRIL, A. D. 1957.

James C. McLean
Notary Public.

My commission expires DECEMBER 13, 1959

825555

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

RECEIVED
Department of Reclamation

Permit No. G-25555

Proof of Application of Water to Beneficial Use

Deposition of Witness^{and} Completion of Works

The deposition of two witnesses, on this form, taken separately, required in each case.

Ques. 1. State your name, age, residence, occupation and postoffice address.

Ans. Melvin Brown, Engineer

Age- 42, Address - Idaho Falls, Idaho.

Ques. 2. Are you acquainted with Western Potato Company, the holder of Permit No. G-25555? How long have you known him and where does he reside?

Ans. 5 years. Idaho Falls, Idaho

Ques. 3. Have you read or heard read said Permit No. G-25555, and are you familiar with its provisions and conditions?

Ans. Yes

Ques. 4. State source of water supply, place of diversion, and describe works for conveying water from point of diversion to place of use.

Ans. Underground Lava Crevises

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use, and how much water have you seen being so conveyed?

Ans. 6.4. We have seen conveyed approximately 6.4

Ques. 6. (Pumps) How much water in cubic feet per second, miner's inches, or gallons per minute have you seen the pump deliver, and how did you measure or estimate the amount?

Ans. 6.4 with test pump

G-25555

Ques. 7. State for what purpose water is used and at what place. (If for irrigation, give each subdivision in which water has been used and number of acres irrigated in each subdivision.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. For irrigation southeast $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18
Twp. 4N Rge. 36E B.M. County of Jefferson. Cultivated, pumps and
sprinkler system being used.

Ques. 8. If for power or other purposes than irrigation, state how water has been applied and to what extent. ---

Ans. Irrigation only.

Ques. 9. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

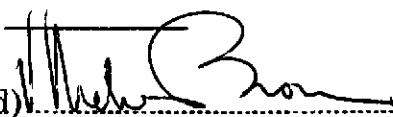
Ans. 6.4

Ques. 10. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent?

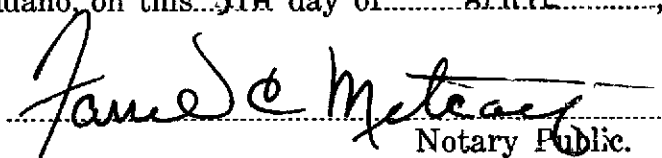
Ans. ~~Substantive~~. No

Ques. 11. State when, how, in what amount and to what extent you have witnessed the application to beneficial use of water diverted under said permit.

Ans. Watched water being oumed to irrigate 300 acres of farm
land in July, 1956

(Signed) 

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in IDAHO FALLS,
County of BONNEVILLE, State of Idaho, on this 5TH day of APRIL,
A. D. 19 57.


Notary Public.

My commission expires DECEMBER 13, 1959

025555

Affidavit of Publication THE RIGBY STAR

Department of Reclamation

STATE OF IDAHO, }
County of Jefferson } SS

Hope D. Jones
Hope D. Jones, do solemnly swear that I am the printer of THE RIGBY STAR, a weekly newspaper as defined by Idaho Codes Annotated section 58-106 as amended, and that said newspaper is a weekly newspaper, printed and published at Rigby, Jefferson County, Idaho, having a general circulation in said county, and that said newspaper has been printed and published as a weekly newspaper, in said county, for more than 78 consecutive weeks prior to the first publication of the attached notice

And affiant further says that said attached notice, advertisement or publication, as per clipping attached, was published in said newspaper in the regular and entire issue thereof, and not in any supplement issue thereof, for

four consecutive issues thereof, first publication having been made on the

21st day of *February*, 19*57*

and last publication on the

14th day of *March*, 19*57*

And affiant further says that at the times herein mentioned said newspaper was made up of at least four pages of at least five columns each, printed from type matter, of at least seventeen and three-fourths inches depth, and that there are at least two hundred bona fide subscribers in Jefferson County

Hope D. Jones

Subscribed in my presence and sworn to before me this _____

day of _____, 19____

(SEAL)

R. H. Hamner
Notary Public for the State of Idaho,
Residence and P. O. Address: Rigby, Idaho.
My commission expires _____, 19____

Publication Fee. \$_____

\$25555

NOTICE OF PROOF OF COMPLETION OF WORKS and APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 9 a. m., on the 5th day of April, 1957, at Idaho Falls, County of Bonneville, State of Idaho, before W. H. Humphrey, Notary Public, proof will be submitted of the completion of works for the diversion of 5.4 cubic feet per second of underground waters from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G-25555 heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit are Western Potato Co., Idaho Falls, Idaho.

2. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use is 5.4 cubic feet per second.

3. The use to which said water has been applied is irrigation purposes, and the amount applied to beneficial use is 5.4 cubic feet per second.

4. The point of diversion of said water is in SE1/4NW1/4, Sec. 18, Twp. 4 N. Rge. 36 E.B.M.

5. The place where said water is used is N1/2 Sec. 18, Twp. 4 N., Rge. 36 E. B. M.

6. The date of priority which said user is prepared to establish is March 28, 1955.

MARK R. KULP,
State Reclamation Engineer.
(Feb. 21-23, March 7-14, 1957)

RECEIVED
FEB 18 1957
Department of Reclamation

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

RE: Permit No. G-25555
Western Potato Co.

Date: February 15, 1957

The Rigby Star
Rigby, Idaho

Gentlemen:

Enclosed you will find notice for publication once a week for four consecutive weeks prior to April 5th, 1957 the date set for proof, the expense of the publication to be paid by the applicant, Western Potato Co., P.O. Box 263 of Idaho Falls Idaho, to whom you should furnish proof of publication on or prior to the date set for proof.

Please acknowledge receipt of this notice, and furnish this office with a copy of the first publication, in order that we may check same.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By
Edna P. Rutledge
Chief Clerk

EPR:vem
Encl.

2/16/1957 Received - letter published Feb. 21-28. Mar 7-14

825555

*Thank you
Rigby Star
Edna Rutledge*

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

RE: Permit No. G-25555
Western Potato Co.

BOISE, IDAHO

The Rigby Star
Rigby, Idaho

Date: February 15, 1957

Gentlemen:

Enclosed you will find notice for publication once a week for four consecutive weeks prior to **April 5th, 1957** the date set for proof, the expense of the publication to be paid by the applicant, **Western Potato Co., P.O. Box 263** of **Idaho Falls Idaho**, to whom you should furnish proof of publication on or prior to the date set for proof.

Please ~~acknowledge receipt~~ of this ~~notice~~, and ~~furnish~~ this ~~office~~ with a ~~copy~~ of the ~~first publication~~, in order that we may check same.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

EPR:vem
Encl.

NOTICE OF PROOF OF COMPLETION OF WORKS
and
APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 9 A. M., on the 5th
day of April, 1957, at Idaho Falls, County
of Bonneville, State of Idaho, before W.H. Humphrey, Notary Public, proof will be submitted of the completion
of works for the diversion of 5.4 cubic feet per second of underground
waters from a well, and of the application to beneficial use of said water, in
accordance with the terms and conditions of Permit No. G-25555 heretofore
issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding
said permit are Western Potato Co., Idaho Falls, Idaho

2. Said works of diversion will be fully completed on the date set for
such completion, and the amount of water which said works are capable of
conveying to the place of use is 5.4 cubic feet per second.

3. The use to which said water has been applied is irrigation
purposes, and the amount applied to beneficial use is
5.4 cubic feet per second.

4. The point of diversion of said water is in SE 1/4 NW 1/4, Sec. 18, Twp. 4 N.
Rge. 36 E. B. M.

5. The place where said water is used is N 1/2 Sec. 18, Twp. 4 N., Rge 36 E.B.M.

6. The date of priority which said user is prepared to establish is
March 28, 1955.

G25555

MARK R. KULP
State Reclamation Engineer

February 15, 1957

RE: Permit No. G-25555

Western Potato Company
P.O. Box 263
Idaho Falls, Idaho

Gentlemen:

We acknowledge receipt of Notice for Completion of Works and Beneficial Use proof on Permit No. G-25555 to be made April 5th, 1957, before Mr. W.H. Humphrey, Notary Public.

We shall send a copy of the Notice to The Rigby Star with instructions to publish it once a week for four weeks prior to that date and to send you the affidavit of publication together with statement of costs.

At the time set, you should appear before Mr. Humphrey, Notary Public, together with two disinterested witnesses who are familiar with the terms of the Permit and the work done thereunder for the purpose of executing the enclosed depositions.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

EPR:vem

Encl.

cc. ---- P.S. On a previous letter, we sent a copy to your Notary Public, but because of an insufficient address the letter was returned to this office. We therefore are enclosing a copy of this letter and request that you send it on to Mr. W.H. Humphrey, Notary Public.
Thank you.

B-25555

RECEIVED
FEB 14 1957
DEPT. of Reclamation

NOTICE TO ACCOMPANY THIS LETTER MUST BE MADE IN DUPLICATE

(Date) Feb. 12, 1957
(P. O.) P.O. Box 484, Idaho Falls, Id

TO THE STATE RECLAMATION ENGINEER:

Boise, Idaho

Dear Sir:

You are hereby authorized to have the attached notice published at my expense in the

The Rigby Star of Rigby, IDAHO published in
the county in which the works are situated.

Western Potato Co
by W. B. Green

(In case of canals or other works designed to divert and carry more than 50 cubic feet of water per second, the following certificate must be signed by a well-known and competent engineer)

I hereby certify that the facts set forth in the attached notice are true.

Engineer.

f25555

RECEIVED
FEB 14 1957
Department of Reclamation

NOTICE OF PROOF OF COMPLETION OF WORKS
and
APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 9 A.M., on the 5th
day of APRIL, 1957, at IDAHO FALLS, County
of Bonneville, State of Idaho, before
W. M. HUMPHREY, proof will be submitted of the completion
of works for the diversion of 5.4 cubic feet per second of underground
waters from a well, and of the application to beneficial use of said water, in
accordance with the terms and conditions of Permit No. G-25555 heretofore
issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding
said permit are WESTERN POTATO CO. IDAHO FALLS,

2. Said works of diversion will be fully completed on the date set for IDA.
such completion, and the amount of water which said works are capable of
conveying to the place of use is 5.4 cubic feet per second.

3. The use to which said water has been applied is IRRIGATION purposes, and the amount applied to beneficial use is
5.4 cubic feet per second.

4. The point of diversion of said water is ~~Sec. 18, T.4N. - R.36E.3M.~~ SE¹NW⁴,
Sec. 18, T.4N. - R.36E.3M.

5. The place where said water is used is N² Sec. 18, T.4N. - R.36E.6M.

T4N. RANGE 36E. SECT 18,

JEFFERSON COUNTY, IDA.

6. The date of priority which said user is prepared to establish is

March 28, 1955
APRIL 7, 1956

State Reclamation Engineer

25555

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

RE: Permit No. G-25555

February 1, 1957

Western Potato Co. *Rx 255*
Idaho Falls, Idaho

Dear Sir:

We enclose herewith blank notice for proof of completion of works and application of water to beneficial use under your Permit No. G-25555. This notice should be filled out in duplicate and returned to this office at least 40 days before the date upon which you wish to make this proof, in order to allow time for the four weeks' publication required by law.

This proof must be submitted before a Notary Public or other officer authorized by law to administer oaths.

The date for proof, as set out in your permit, is not later than April 7, 1957.

Very truly yours,

MARK R. KULP

State Reclamation Engineer

J 25555

APRIL 8, 1955

RE: Permit No. G-25555

Western Potato Co.
P.O. Box 263
Idaho Falls, Idaho

Gentleman:

We enclose Permit N. G-25555 together with departmental receipt No. 1081 for the \$6.50 filing fee.

Although your application states that only one year will be required for completion of works and beneficial use, you will note that we have allowed two years or until April 7, 1957.

However, these proofs may be made at any earlier date that you are prepared to make them and we shall be glad to send the necessary forms and instruction upon request.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A:hll
Enc.

25555

Western Potato Co.

NAME OF APPLICANT

Box 263

Idaho Falls, Idaho

FORM No. 0

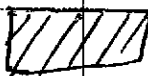
W

N

E

S

Description of Land:
North $\frac{1}{2}$ of Section Eighteen,
Township 4, Range 36 E.B.M.



---Proposed Well to
Land to be Irrigated

Permit Map No. 4-25555
As Approved
APR 7 1955
MARK R. KULP
State Reclamation Engineer

March 24, 1955

Western Potato Company
P. O. Box 263
Idaho Falls, Idaho

Gentlemen:

We have your letter of March 21 enclosing application
for Permit to appropriate 6.4 second feet of Underground Water.

However, you failed to enclose the \$6.50 filing fee.

We enclose another form of application as requested.

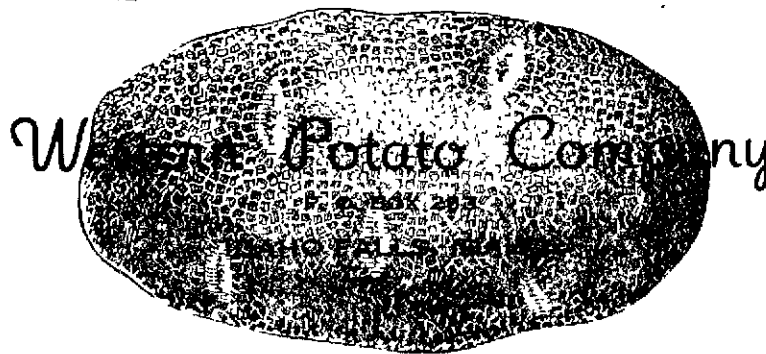
Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A:ou
Enc.

25555



March 21, 1955

Mark R. Kulp,
State Reclamation Engineer
Department of Reclamation
Boise, Idaho

Dear Sir:

Enclosed is application for well drilling permit.

Would you please forward us an extra application
for permit paper?

Thank you.

Very truly yours,
Western Potato Co.

D-25555

RECEIVED
MAR 22 1955
Department of Reclamation
no fee

ROBERT E. SMYLIE
Governor



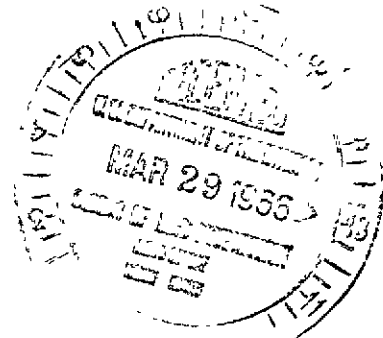
CARL E. TAPPAN
State Reclamation Engineer

STATE OF IDAHO

DEPARTMENT OF RECLAMATION
107 STATE HOUSE
BOISE, IDAHO 83701

March 28, 1966

Re: Transfer of Water Right No. 1067



Mr. Don C. Archibald,
Secretary-Treasurer,
Western Potato Co.,
Rigby, Idaho.

Dear Mr. Archibald:

We enclose Order Granting Transfer and Certificate of Transfer of Water Right No. 1067, together with Departmental Receipt No. G-10241, which was issued covering payment in the amount of \$1.00 for the recording fee of the above mentioned transfer.

Very truly yours,

ROBERT W. HAMILTON
Supervisor of Water Distribution

Encl. - Certificate
Receipt

RWH:pmk

cc: Orval G. Hadley, Manager
Bureau of Land Management
Box 2237
Boise, Idaho

T-1067
35-2411

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

U.S. DEPT. OF AGRICULTURE
BUREAU OF RECLAMATION
BOISE, IDAHO



In the Matter of the Application of)
)
Western Potato Company, acting through)
Don C. Archibald, Secretary-Treasurer,)
of Rigby, Idaho,)
)
For a Transfer of Water Right in the)
County of Jefferson, State of Idaho,)

ORDER GRANTING TRANSFER

NO. 1067

WHEREAS, On the 22nd day of March, 1966, at the Department of Reclamation of the State of Idaho at Boise, Idaho, this matter of the application of the Western Potato Company, acting through Don C. Archibald, Secretary-Treasurer, of Rigby, Idaho, for a transfer of water right came on regularly for hearing, pursuant to the published notice in due and statutory form,

WHEREAS, No protest has been filed against the application, and the evidence filed by the applicant with the application shows that the water will be put to a higher and more efficient beneficial use and no one will be injured thereby;

NOW, THEREFORE, IT IS ORDERED, That the said application be, and the same is, HEREBY GRANTED, and that a Certificate of Transfer be issued to the applicant herein as provided by the laws of the State of Idaho.

IN WITNESS WHEREOF, I have hereto set my hand and caused the official seal of the Department of Reclamation of the State of Idaho to be hereto affixed at Boise, Idaho, this 28th day of March, 1966.

(SEAL)

s/ CARL E. TAPPAN

CARL E. TAPPAN
State Reclamation Engineer

T-1067
35-2411

STATE OF IDAHO
DEPARTMENT OF RECLAMATION



CERTIFICATE OF WATER RIGHT
TRANSFERRED RIGHT NO. 1067

THIS IS TO CERTIFY, that the Western Potato Company, acting through Don C. Archibald, Secretary-Treasurer, is the owner of and using a certain water right of 4.92 cubic feet per second of the waters of subterranean flow, said water being obtained by virtue of License No. C-25555, issued by the State of Idaho, Department of Reclamation, bearing priority date of March 28, 1955, for the purpose of irrigating the following described lands situate, lying and being in the County of Jefferson, State of Idaho, to-wit:

NE/4, NW/4, SW/4, SE/4,
NE/4, NW/4, SW/4, SE/4,
Section 16, Township 4 North,
Range 36 E.B.M.,

That said license has been entered in the records of the Department of Reclamation of the State of Idaho in Volume 16 at Page 614;

That said Western Potato Company has become the owner of said water right by purchase and by virtue of License No. C-25555;

And that now, upon the application of the Western Potato Company, acting through Don C. Archibald, Secretary-Treasurer, for the transfer of 4.92 cubic feet per second, made before the State Reclamation Engineer of the State of Idaho, and said application having been granted, the right to the use of 4.92 cubic feet per second of the waters of subterranean source by well upon the above described lands is hereby abandoned, and the place of use of said water under such right is HEREBY CONFIRMED, shall by this Certificate become appurtenant for irrigation purposes, is described as follows, to-wit:

SE/4, NE/4, NW/4, SW/4,
SE/4, Section 16;
Lot 1 (NW/4), Lot 2 (SW/4)
and SE/4, Section 19, Town-
ship 4 North, Range 36 E.B.M.,

That said water is to be limited at any given time to an amount actually needed and beneficially used for such purposes and shall not exceed the following amount, to-wit:

4.92 cubic feet per second of the
waters of subterranean source with
priority of March 28, 1955;

T-1067
35-2411

And that the water right hereby transferred has heretofore been conducted from subterranean source with point of diversion in the SW/4, Section 18, Township 4 North, Range 36 E.B.M., and conducted through irrigation pipe;

That the water right hereby transferred will hereafter be conducted to the last above described lands from subterranean source by well with no change in point of diversion;

That the right to the use of the water aforesaid, hereby described, is restricted to the lands or place of use last above described, as provided by the laws of the State of Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Department of Reclamation of the State of Idaho to be hereunto affixed at Boise, Idaho, this 28th day of March, 1966.

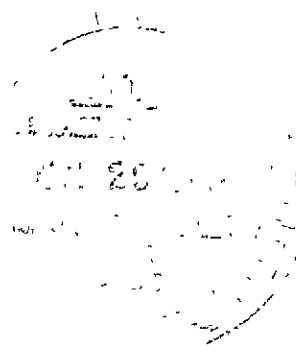
(SEAL)

s/

CARL E. TAPPAN

CARL E. TAPPAN

State Reclamation Engineer



T-1067
35-2411

March 28, 1966

Re: Transfer of Water Right No. 1067

Mr. Don C. Archibald,
Secretary-Treasurer,
Western Potato Co.,
Rigby, Idaho.

Dear Mr. Archibald:

We enclose Order Granting Transfer and Certificate of Transfer of Water Right No. 1067, together with Departmental Receipt No. G-10241, which was issued covering payment in the amount of \$1.00 for the recording fee of the above mentioned transfer.

Very truly yours,

ROBERT W. HAMILTON
Supervisor of Water Distribution

Encl. - Certificate
Receipt

RWH:pmk

cc: Orval G. Hadley, Manager
Bureau of Land Management
Box 2237
Boise, Idaho

*T-1067
35-2411*

Send copy of transfer
to Orval E. Hadley,
manager, Bureau of Land
management, Box 2237
Boise, Idaho

Application For Transfer of Water Right

RECEIVED
MAR 7 1966

STATE OF IDAHO

County of Jefferson

ss.

Don C. Archibald

being first duly sworn, deposes and says:

That his name is Don C. Archibald; that he is of lawful age, a citizen of the United States and of the State of Idaho, and that his postoffice address is Box 16, Rigby, Idaho

representative of Western Potato Company who is the

That he is the owner and using a certain water right, bearing date of priority of March 28, 1955, for 4.92 cubic feet per second of the waters of a well, subterranean

County of Jefferson, State of Idaho, decreed to Western Potato Company by decree of Judge _____ of the _____ Judicial District of the State of Idaho, in and for the county of _____, in the case of _____

vs. _____, said decree bearing date of _____ (or obtained by virtue of License No. G-25555, issued by the State Department of Reclamation of the State of Idaho, dated 10-8, 1957 bearing date of 3-28-55, 19____) V-10 P-6114

for the purpose of irrigating the following described lands situate, lying and being in Water District No. _____ in the County of Jefferson and State of Idaho, to-wit: Township 4 North, Range 36 East, Section 18: NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

_____ and is the person (or representative of the corporation) to whom such right so issued, or has become the owner thereof in the following manner, i.e. by contract of sale

as per abstract of title of said water right hereto attached and made a part of this statement;

That said waters are now diverted from said stream in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, Township 4N, Range 36E, B. M., and conducted to the above described lands through irrigation pipe as per map herewith and of this affidavit made a part.

CHANGE IN PLACE OF USE

That affiant and petitioner desires to abandon the use of 4.92 cubic feet per second of said water upon the above described land, and to convey and use same upon the following tract, situate, lying and being in the County of Jefferson and State of Idaho, to-wit: Township 4 North, Range 36 EBM: Section 18: SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$; Section 19: Lot 1 (NW $\frac{1}{4}$ NW $\frac{1}{4}$) Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$) and SE $\frac{1}{4}$ NW $\frac{1}{4}$

That reasons for desiring to make such transfer are as follows: more beneficial use of water, to put land under crop which heretofore has been non-productive.

T-1067
35-2411

That he intends to divert and convey said.....4.92.....second feet of water to the tract
of land last above described in the following manner and as per map accompanying this application:
Water to be conveyed by pipe

Note—If this water right has heretofore been carried jointly in a ditch with other water, affiant
should secure written consent of other owners or users to removal from its original carrier and file
such consent with this affidavit.

CHANGE IN POINT OF DIVERSION No change

That affiant desires to change the point of diversion of said waters from the point above described
to a point located in 1/4 of 1/4 of Section....., Township....., Range.....,
and thereafter conduct same to the above described land through the.....ditch,
as per map appended.

That his reasons for desiring to make such change are as follows:.....
.....
.....
.....

Petitioner asserts that no one will be injured by such transfer, or change in point of diversion, and
that the change will be made at petitioner's own risk.

WHEREFORE, Affiant and Petitioner prays that the State Reclamation Engineer of the State of
Idaho issue to him the proper certificate authorizing such change in point of diversion and/or place
of use, in accordance with the provisions of Sections 42-108 and 42-222 of the Idaho Code.

WESTERN POTATO COMPANY
Don C. Archibald
Don C. Archibald Applicant.
Secretary-Treasurer

Subscribed and sworn to before me this.....4th.....day of.....March....., 19.....66.

Mary B. Osierman
Notary Public.

APPLICANT WILL ANSWER THE FOLLOWING QUESTIONS:

From what stream is the water diverted? Subterranean flow from well
Where is the diversion point located? SW1/4NW1/4 Section 18, Township 4North, Range 36 EBM
Through what ditch is it now conducted? No ditch -- conducted through steel pipe
How much land is now irrigated by the water sought to be transferred? 320 acres
Land formerly irrigated from this well:
Give the description: Township 4 North, Range 36 EBM, Section 18: NE1/4NE1/4, NW1/4NE1/4; SW1/4NE1/4,
SE1/4NE1/4, NE1/4NW1/4, NW1/4NW1/4, SW1/4NW1/4, SE1/4NW1/4
The 320 acres, more or less, which will now be irrigated from this well: Township
4, North, Range 36 E.B.M: Sec 18: SW1/4NE1/4, NE1/4NW1/4, NW1/4NW1/4, SW1/4NW1/4, SE1/4NW1/4
Sec 19: Lot 1(NW1/4NW1/4) Lot 2 (SW1/4NW1/4) and SE1/4NW1/4

What is the total amount of water in inches, or second feet, dedicated to said land? 4.92 C.F.S. or 246 inches

What kind of crops are being raised? ptatoes, grain, hay

How much water per acre is now required to irrigate said land? not to exceed $\frac{1}{2}$ " per acre or 160"

What will be the effect on the land now irrigated, if the use of water on it is discontinued? used
for fall and spring grain crops

Give location of new point of diversion, if change is to be made none

Through what ditch will it be conducted after transfer? none

How much water will be required per acre to irrigate the land to which this water is transferred? not to exceed $\frac{1}{2}$ " per acre

Do you claim any other water right for the land from which you seek to abandon the use of this water?

If so, give amount, date and source none

Is there any other water right for the land to which you seek to make this transfer? If so, give amount, date and source none

WESTERN POTATO COMPANY

Signed

Don C. Archibald

Applicant.

Don C. Archibald, Secretary-Treasurer

STATE OF IDAHO,

County of _____ } ss.

I, _____, Watermaster of _____

Water District No. _____, County of _____, State of Idaho, whose postoffice address is _____, have read or heard read the foregoing affidavit and petition

of _____, and, of my own knowledge, believe the same to be true as to all matters therein alleged, and that no one will be injured by the transfer prayed to be authorized; and I hereby endorse my approval of said petition, and request that the State Reclamation Engineer issue the certificate of transfer as petitioned; or (do not approve of the issuance of the certificate of transfer prayed for) for the following reasons: _____

Watermaster, District No. _____

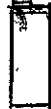
Dated at _____, Idaho, this _____ day of _____, 19 _____

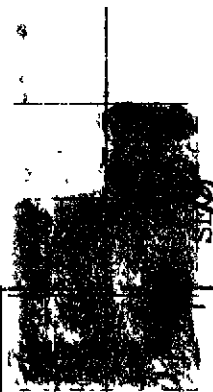
*T-1067
35-2411*

--- Irrigation Mainlines

 New land where water is to be transferred to

 Land where water is now being used on which water will continue to be used

 Land where water is to be transferred from



SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

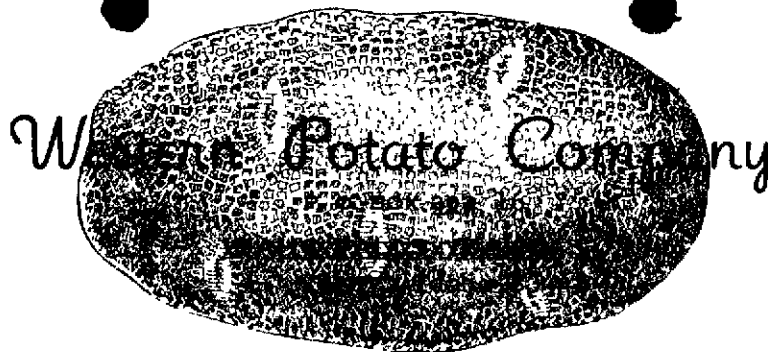
SEC.

SEC.

SEC.

SEC.

SEC.



March 21, 1966

RECEIVED
MAR 22 1966

Mr. Robert W. Hamilton
Supervisor of Water Distribution
Department of Reclamation
107 State House
Boise, Idaho 83701

Department of Reclamation

Re: License No. G-25555

Dear Mr. Hamilton:

We are pleased to report that the "Rigby Star", official newspaper for the County of Jefferson, has printed your legal notice for transfer of water right in the two weekly issues of March 10 and March 17. I checked with them this morning and they will forward certification to your office showing such publications. We understand you need a \$1.00 fee for recording costs and our check number 12272 is attached.

Inasmuch as we are nearing the cropping season in this area, will it be possible for you to advise Mr. Orval G. Hadley, Manager Land Office, Department of Interior, Boise, Idaho, of approval of the transfer at the earliest possible date. This will make it possible for him to advise the parties concerned, so that cropping operations can immediately be started.

May we extend to you our appreciation for your cooperation and assistance in expediting this matter.

Sincerely yours,

WESTERN POTATO COMPANY

A handwritten signature in cursive script, appearing to read "Don C. Archibald".

Don C. Archibald
Secretary-Treasurer

DA:mo

cc: Orval G. Hadley, Manager
Land Office,
Department of Interior
P. O. Box 2237
Boise, Idaho

7-1067
35-2411

RECEIVED
MAR 24 1966

Department of Reclamation

AFFIDAVIT OF PUBLICATION
The Rigby Star

STATE OF IDAHO, ss
County of Jefferson

I, Hope B. Jones, do solemnly swear that I am the printer of THE RIGBY STAR, a weekly newspaper as defined by Idaho Codes annotated section 58-106 as amended and that said newspaper is a weekly newspaper, printed and published at Rigby, Jefferson County, Idaho, having a general circulation in said county and that said newspaper has been printed and published as a weekly newspaper, in said county for more than 78 consecutive weeks prior to the first publication of the attached notice

And affiant further says that said attached notice, advertisement or publication as per clipping attached, was published in said newspaper in the regular and entire issue thereof, and not in any supplement

issue thereof, for Two consecutive issues thereof; first publication having been made on the

10th day of March, 1966
and the last publication on the

17th day of March, 1966

And affiant further says that at the times herein mentioned said newspaper was made up of at least four pages of at least five columns each, printed from type matter, of at least seventeen and three-fourths inches depth; and that there are at least two hundred bona fide subscribers in Jefferson County.

Hope B. Jones

Subscribed in my presence and sworn to before me this 18th
day of March, 1966
(SEAL)

[Signature]
Notary Public for the State of Idaho,
Residence and P.O. Address Rigby Idaho.

My commission expires _____, 19__

Publication Fee: \$_____

MY COMMISSION EXPIRES MAY 15, 1967

NOTICE OF PROPOSED
TRANSFER OF WATER RIGHT

Notice is hereby given that Don C. Archibald of Box 16, Rigby, Idaho, has applied to the State Reclamation Engineer of the State of Idaho for a certificate authorizing him to change the place of use of the waters of subterranean source as follows: Amount 4.92 cubic feet per second. Priority: March 28, 1955 Point of diversion: SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 18, Township 4 N. Range 36 E., B.M. Place of Use: N $\frac{1}{2}$ Sec 18, T. 4 N., R. 36 E., B.M.

To Be Transferred To

Point of Diversion: No Change.

Place of Use: SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, Sec. 18; Lots 1 & 2 SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec

19, T. 4 N., R. 36 E., B.M.

And that on the 22nd day of March 1966, at 2:00 o'clock P.M. at Room 107 Statehouse, Boise, Idaho, 83701, before the State Reclamation Engineer, or his authorized agent, the opportunity will be given to any and all persons to appear and present, for his consideration any reason or reasons why a certificate should not be issued authorizing such transfer

Carl E. Tappan,

State Reclamation Engineer

(Pub.: March 10-17, 1966)

T-1007
35-2411

NOTICE OF PROPOSED TRANSFER OF WATER RIGHT

Notice is hereby given that Don C. Archibald of Box 16, Rigby, Idaho has applied to the State Reclamation Engineer of the State of Idaho for a certificate authorizing him to change the ~~point of diversion~~ and/or place of use of the waters of subterranean source as follows:
Amount: 4.92 cubic feet per second. Priority: March 28, 1955
Point of diversion: SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 18, Township 4 N Range 36 E, B.M.
Place of Use: N $\frac{1}{2}$, Sec. 18; T. 4N., R. 36 E.B.M.

^{To Be Transferred To}
^{No change}
Point of Diversion: ~~1~~ ~~xxxxxx~~ ~~Section~~ ~~xxxxxx~~ ~~Township~~ ~~xxxxxx~~ ~~Range~~ ~~xxxxxx~~ ~~B.M.~~
Place of Use: SW~~1~~~~4~~, NW~~1~~~~4~~, Sec. 18; Lots 1 & 2, SE~~1~~~~4~~NW~~1~~~~4~~, Sec. 19, T. 4 N.,
R. 36 E.

And that on the 22nd day of March, 19 66, at 2:00 o'clock P. M. at Room 107 Statehouse, Boise, Idaho 83701, before the State Reclamation Engineer, or his authorized agent, the opportunity will be given to any and all persons to appear and present, for his consideration any reason or reasons why a certificate should not be issued authorizing such transfer.

CARL E. TAPPAN
State Reclamation Engineer

T-1067
35-2411

S T A T E O F I D A H O

DEPARTMENT OF RECLAMATION

Boise, Idaho

March 7, 1966

Re: Transfer of Water Right
Don C. Archibald

Rigby Star,
Rigby, Idaho.

Gentlemen:

Enclosed you will find notice for publication, once a week for two consecutive weeks prior to March 22, 1966 the date set for hearing; the expense of the publication is to be paid by the applicant Don C. Archibald of Box 16, Rigby, Idaho to whom you should furnish proof of publication on or prior to the date set for hearing.

Please acknowledge receipt of this notice and furnish this office with a copy or tear-sheet of the first publication.**

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer
By

ROBERT W. HAMILTON
Supervisor of Water Distribution

** If the first copy is not received in this office for checking purposes and errors appear in subsequent issues, it is possible that re-publication of corrected copy will be at your own expense.

Encl.

T-1067
35-2411

NOTICE OF PROPOSED TRANSFER OF WATER RIGHT

Notice is hereby given that Don C. Archibald of
Box 16, Rigby, Idaho has applied to the State Reclamation Engineer of the
State of Idaho for a certificate authorizing him to change the ~~point of diversion~~
~~and/or~~ place of use of the waters of Subterranean Source as follows:
Amount: 4.92 cubic feet per second. Priority: March 28, 1955
Point of diversion: SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 18, Township 4N Range 36E, B.M.
Place of Use: N $\frac{1}{2}$ - S 18, - T. 4N. - R 36E, B.M.

To Be Transferred To

Point of Diversion: No Change, Section , Township , Range , B.M.
Place of Use: SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, - S. 18, - lots 1+2, SE $\frac{1}{4}$ NW $\frac{1}{4}$ - S-19, - T. 4N. - R 36E.

And that on the 22 day of March, 19 56, at 2.00 o'clock P. M.
at Prom 107 Statehouse, Boise Idaho, before the State Reclamation Engineer,
or his authorized agent, the opportunity will be given to any and all persons to
appear and present, for his consideration any reason or reasons why a certificate
should not be issued authorizing such transfer.

State Reclamation Engineer

T-1067
35-2411

March 4, 1966

RECEIVED
MAR 7 1966

Department of Reclamation

Mr. Robert W. Hamilton
Supervisor of Water Distribution
Department of Reclamation
107 State House
Boise, Idaho 83701

Re: License No. G-25555

Dear Mr. Hamilton:

It was good to talk with you by telephone this afternoon and we appreciate your expediting the transferring of water right from one location to another. It will be most helpful to us if the transfer can be completed within the next three weeks, or at least by March 31st, so that we can farm the new land this year.

I have talked with the Rigby Star, official newspaper for the County of Jefferson, and they will print the legal notice for transfer of the water right if the notice reaches their office by Wednesday morning, but they prefer to have it by Tuesday morning, and I will appreciate your efforts to mail the notice so they will have it for the printing of the newspaper in the issues of March 10 and March 17.

Attached are the following:

1. Your form No. 20 "Application for Transfer of Water Right",
2. PHotocopy of contracts of sale from Robert Belson and Herman Belson showing our ownership to the subject property.

Your cooperation and assistance is appreciated very much.

Sincerely yours,

Don C. Archibald

Don C. Archibald

DCA:mo

P.S. Will you phone me collect on Monday at 745-6666 or 522-8954 if any additional information or any kind is needed before publication can be made.

D.C.A.

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CONTRACT OF SALE

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Department of Reclamation
THIS AGREEMENT, Made and entered into this 6th day of

October, 1964, by and between ROBERT BELSON and CAROLINE BELSON, his wife, of Idaho Falls, Bonneville County, State of Idaho, hereinafter referred to as "Sellers", and S. T. REMINGTON, ROBERT L. ARCHIBALD, and C. A. REMINGTON, all of Parker, Fremont County, State of Idaho, and DON C. ARCHIBALD, of Rigby, Jefferson County, State of Idaho, hereinafter referred to as "Buyers",

WITNESSETH:

WHEREAS, The Sellers own 120 shares of the capital stock of WESTERN POTATO COMPANY, an Idaho corporation, with its principal office in Idaho Falls, Bonneville County, Idaho, hereinafter called the "Corporation", and said 120 shares, together with 120 shares being sold by Herman Belson and Florence Belson, his wife, to the Buyers herein, represent all of the issued and outstanding stock of the Corporation, which has an authorized capital of \$100,000.00, divided into 1,000 shares each having a par value of \$100.00,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the purchase price hereinafter referred to and the mutual covenants and agreements hereinafter contained, the Sellers agree to sell to the Buyers, and the Buyers agree to buy from the Sellers, on the terms and conditions herein specified 120 shares of the capital stock of Western Potato Company, an Idaho corporation, with its principal office at Idaho Falls, Bonneville County, Idaho, fully paid and free and clear of all liens and encumbrances and assessments, for a total sum and purchase price of \$214,712.72, payable \$62,266.67 upon the execution

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of this agreement the receipt of which is hereby acknowledged by the Sellers, and the balance of the purchase price in the sum of \$131,446.00 together with interest on all deferred payments to accrue at the rate of 5 3/4 per cent commencing with date hereof, shall be paid by the Buyers to the Sellers at BANK OF IDAHO, in Idaho Falls, Idaho, the hereinafter named escrow holder in the following manner, to-wit:

Accrued interest on July 1, 1965, and the unpaid balance of the purchase price, together with interest, shall be paid on a 120 month amortization basis as follows: \$1,680.00 on July 1, 1965, and \$1,680.00 on the 1st day of each month thereafter for a total of 120 monthly payments. Buyers have the option of paying an additional \$214.00 per month on principal at the time of making each monthly payment provided no additional payments shall be made before July 1, 1966. Each payment shall be applied first to accrued interest and the balance to principal. Any additional payments of principal may, at the option of Buyers, apply against any next succeeding principal payment on the contract. Buyers shall have the right, after making the July 1, 1966, payment, to defer all or a portion of any 12 monthly installments of principal by paying the accrued interest on the payment dates, providing Buyers can prove that they have suffered an operating loss in the operation of the business and property belonging to the Corporation only, and not the Buyers' other business or personal interests, in the 12 months preceding the payment due date that justifies the deferment; providing, however, said loss must be at least \$15,000.00 as determined for tax purposes by a competent C.P.A. using ordinary accounting procedures. If any principal payment is so deferred, the same must be caught up and the contract must be current before the Buyers shall be entitled to a second deferment.

The Sellers agree that upon payment of the purchase price, together with all accrued interest as above set forth, they will assign, transfer and set over said shares of stock and the certificates evidencing ownership of same to the Buyers, and as a means of making such transfer, it is agreed as follows: An executed copy of this contract, together with all certificates to said capital stock, endorsed in blank by the Sellers, shall be placed in

the custody of BANK OF IDAHO, Idaho Falls, Idaho, the hereby designated escrow holder, and it is understood and agreed by the parties hereto that said escrow holder be, and it is hereby instructed to deliver each and all of said stock certificates, endorsed in blank by the Sellers and all of the documents in said escrow agreement, to the Buyers when said purchase price and accrued interest has been paid in full to the Sellers.

In the event the Buyers shall default in the performance of the terms of this agreement, the Sellers may cause notice in writing to be given to the Buyers, specifying the matters in which such default occurred, and such notice shall be served upon the Buyers by depositing the same in any United States Post Office, addressed to the Buyers and each of them at their addresses above set forth, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If the Buyers shall fail to cure such default within 45 days after the service of such notice as aforesaid, then and in that event, except as is hereinbefore provided, this contract shall immediately terminate, and the Buyers shall forfeit all rights to said stock and said stock certificates, and all payments made thereon shall be retained by the Sellers as liquidated damages for the breach of this contract, and the Sellers shall be automatically reinstated to all privileges, powers, offices and benefits they now enjoy with the Corporation. The default period herein provided for and the default period provided for in the escrow agreement shall run concurrently. Time is expressly made of the essence of this agreement.

If the payment of any of the installments is not made at the time specified hereinbefore, the whole of said unpaid balance of the purchase price payable to the Sellers under the terms of

this agreement shall, at the Sellers' option, become immediately due and payable. The above and foregoing shall be considered optional, additional and cumulative remedies and not as a waiver of any other right or remedy the Sellers would otherwise have in law or in equity to enforce the performance of this agreement or to recover damages for the breach thereof.

It is further understood and agreed by and between the parties as follows:

1. That B. T. Remington, Robert L. Archibald, and Ben C. Archibald are each purchasing 36 shares and C. A. Remington is purchasing 12 shares of the capital stock of the Corporation from the Sellers herein, but the obligations of the Buyers in this contract shall be deemed joint and several.

2. Buyers shall have the right to receive dividends on and to vote the stock while this contract is in full force and effect; and the Sellers shall not participate in any dividends or voting rights or exercise any other incidents of ownership of the stock for so long as this contract is not in default.

3. Sellers do hereby tender, and Buyers hereby accept the Sellers' resignations as officers, directors, managers and employees of the Corporation, and from all positions with the Corporation, effective as of date hereof.

4. Sellers covenant and agree not to engage directly or indirectly in a competing potato warehouse business, exclusive of buying and selling potatoes, in the Counties of Pocat, Fremont, Clark, Madison and Jefferson and north and east of Idaho Falls, in Bonneville County, all in the State of Idaho, for ten years from date hereof. Sellers further agree to use their maximum

influence and efforts to cause potato dealers, brokers, buyers and other contacts of Western Potato Company to continue their present alliances and working agreements with Western Potato Company.

5. Sellers covenant and agree to make, execute and deliver concurrently herewith a certification, under oath, listing in detail each and every obligation of the Corporation, and the Sellers further covenant and agree to indemnify and hold harmless the Buyers of and from any unknown and unlisted liabilities and obligations of the Corporation and any liabilities and obligations which may develop hereafter, such as income tax deficiencies of the business operations of the Corporation to date hereof.

6. Sellers shall have the right at all reasonable times to examine each and every part and parcel of the assets and books of the Corporation during the life of this contract to determine if the provisions of this contract are being complied with by the Buyers; the Buyers shall furnish to the Sellers at the close of each fiscal year a complete financial report prepared by a competent C.P.A., and the Sellers covenant and agree that the assets, both real, personal and mixed of the Corporation, as listed and described in the books of the Corporation being turned to the Buyers herewith, are a fair and accurate representation of the assets of the Corporation which are now in existence, and the Sellers further covenant that no unordinary expenditures or withdrawals of cash have been made by them (other than in the ordinary course of business) and the Buyers have examined the assets of the Corporation to their satisfaction and accept the same.

7. The Buyers agree that they will, during the life of

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this contract, maintain liquid assets and operating accounts in the Corporation at the maximum amount competent with good business practices, and shall not at any time dissipate away the fixed assets, including the real estate, buildings and equipment. Buyers agree that they will, as owners of the capital stock and managers of the Corporation, farm the farmland in a good husband-like manner, preserving the fertility of the soil and preventing erosion and the spread of weeds, and particularly noxious weeds, and shall also maintain and keep in good repair all of the improvements, equipment and machinery upon the premises, exchanging same from time to time for the newest type of equipment which will tend to cut production costs and do all things which will reasonably assure maximum economic production and efficiency. Buyers shall have the right to borrow money and pledge and mortgage assets as security for the repayment thereof; providing, however, Buyers may not mortgage the real property prior to the expiration of two years from date hereof, and thereafter may not mortgage the real property for an amount in excess of \$250,000.00 total mortgaged indebtedness without the express written consent of the Sellers, and providing further that the Buyers shall not directly or indirectly diminish the net value of said Corporation during the life of this contract, and any attempt to do so will constitute a default of this contract.

8. This contract cannot be assigned and said stock cannot be encumbered, assigned or conveyed except among the original Buyers during the life of this contract without the express written consent of the Sellers.

9. This contract is not only binding upon the parties hereto, but upon their respective heirs, administrators and assigns.

IN WITNESS WHEREOF, The parties have hereunto set their
hands and seals the day and year first above written.

BUYERS

STATE OF IDAHO,)
) ss.
COUNTY OF _____)

On this _____ day of October, 1964, before me, the under-
signed, a Notary Public in and for said State, personally appeared
ROBERT BELSON and CAROLINE BELSON, known to me to be the persons
whose names are subscribed to the within instrument, and acknowl-
edged to me that they executed the same.

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

Notary Public for Idaho
Residing at:

My commission expires:

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STATE OF IDAHO,)

ss.

COUNTY OF _____)

On this _____ day of October, 1944, before me, the undersigned, a Notary Public in and for said State, personally appeared E. T. REMINGTON, ROBERT L. ARCHIBALD, C. A. REMINGTON and DON C. ARCHIBALD, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at: _____

My commission expires: _____

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CONTRACT OF SALE

THIS AGREEMENT, Made and entered into this 6th day of October, 1964, by and between HERMAN BELSON and FLORENCE BELSON, his wife, of Idaho Falls, Bonneville County, State of Idaho, hereinafter referred to as "Sellers", and B. F. REMINGTON, ROBERT L. ARCHIBALD, and C. A. REMINGTON, all of Parker, Fremont County, State of Idaho, and SON C. ARCHIBALD, of Rigby, Jefferson County, State of Idaho, hereinafter referred to as "Buyers",

WITNESSES

WHEREAS, The Sellers own 120 shares of the capital stock of WESTERN POTATO COMPANY, an Idaho corporation, with its principal office in Idaho Falls, Bonneville County, Idaho, hereinafter called the "Company", and said 120 shares, together with the shares held by the Buyers, make up the entire capital stock of the Company, which is authorized to issue 1,000 shares of common stock, of the par value of \$1.00 each, and the Sellers own 120 shares and having a par value of \$120.00.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the purchase price hereinafter referred to and the mutual covenants and agreements hereinafter contained, the Sellers agree to sell to the Buyers, and the Buyers agree to buy from the Sellers, on the terms and conditions herein specified 120 shares of the capital stock of Western Potato Company, an Idaho corporation, with its principal office at Idaho Falls, Bonneville County, Idaho, fully paid and free and clear of all liens and encumbrances and assessments, for a total sum and purchase price of \$171,712.71, payable \$49,796.69 upon the execution

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of this agreement, the receipt of which is hereby acknowledged by the Sellers, and the balance of the purchase price in the sum of \$121,916.02, together with interest on all deferred payments thereof at the rate of 5 1/4 per cent commencing with date hereof, shall be paid by the Buyers to the Sellers at BANK OF IDAHO, Idaho Falls, Idaho, the hereinafter named escrow holder, in the following manner, to-wit:

The unpaid balance thereof, together with interest shall be paid on a 15-year amortization, 10-year maturity basis as follows: \$12,347.00 on July 1, 1965, and \$12,347.00 on the 1st day of July in each year thereafter to and including July 1, 1973, and the balance of the purchase price, together with accrued interest on July 1, 1974. Buyers have the option of paying up to \$24,383.20 on principal in any one fiscal year (which runs from July 1 to June 30 next) provided no additional payment shall be made before July 1, 1965, and provided each payment shall be applied first to accrued interest and the balance to principal. Any additional payments of principal may, at the option of Buyers, apply against any next succeeding principal payments on the contract. Buyers shall have the right after making the July 1, 1966, payment, to defer all or a portion of any annual installment of principal by paying the accrued interest on the payment date, providing Buyers can prove that they have suffered an operating loss in the operation of the business and property belonging to the corporation only and not the Buyers' other business or personal interests, in the 12 months preceding the payment due date that justifies the deferment; providing, however, said loss must be at least \$15,000.00 as determined for tax purposes by a competent C.P.A. using ordinary accounting procedures. If any principal payment is so deferred, the same must be caught up and the contract must be current before the Buyers shall be entitled to a second deferment.

The Sellers agree that upon payment of the purchase price, together with all accrued interest as above set forth, they will assign, transfer and set over said shares of stock and the certificates evidencing ownership of same to the Buyers, and as a means of making such transfer, it is agreed as follows: An executed copy of this contract, together with all certificates to said capital stock, endorsed in blank by the Sellers, shall be placed in

the custody of Bank of Idaho, Idaho Trust, Idaho, the hereby designated escrow holder, and it is understood and agreed by the parties hereto that said escrow holder be, and it is hereby instructed to deliver each and all of said stock certificates, endorsed in blank by the Sellers and all of the documents in said escrow agreement, to the Buyers, when said purchase price and accrued interest has been paid in full to the Sellers.

In the event the Buyers shall default in the performance of the terms of this agreement, the Sellers may cause notice in writing to be given to the Buyers, specifying the matters in which such default occurred and such notice shall be served upon the Buyers by depositing the same in any United States Post Office, addressed to the Buyers and each of them at their addresses above set forth, certified mail, postage prepaid, and such notice shall be deemed served upon its deposit in the post office as aforesaid. If the Buyers shall fail to cure such default within 30 days after the service of such notice as aforesaid, then and in that event except as is hereinbefore provided, this contract shall automatically terminate and the Buyers shall forfeit all rights to said stock and said stock certificates, and payments made thereon shall be retained by the Sellers as liquidated damages for the breach of this contract, and the Sellers shall automatically vest in them all privileges, powers, offices and benefits they now or may have with the Corporation. The default shall herein provided for and the default period provided for in the escrow agreement shall run concurrently. Time is expressed in the essence of this agreement.

If the payment of any of the installments is not made at the time specified, the whole of the purchase price shall be due.

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of the purchase price payable to the Sellers under the terms of this agreement shall, at the Sellers' option, become immediately due and payable. The above and foregoing shall be considered optional, additional and cumulative remedies and not as a waiver of any other right or remedy the Sellers would otherwise have in law or in equity to enforce the performance of this agreement or to recover damages for the breach thereof.

It is further understood and agreed by and between the parties as follows:

1. That B. T. Remington, Robert L. Archibald, and Don T. Archibald are each purchasing 36 shares and C. W. Remington is purchasing 12 shares of the capital stock of the Corporation from the Sellers herein, but the obligations of the Buyers in this contract shall be deemed joint and several.

2. Buyers shall have the right to receive dividends on and to vote the stock while this contract is in full force and effect and the Sellers shall not participate in any dividends or voting rights or exercise any other incidents of ownership of the stock so long as this contract is not in default.

3. Sellers do hereby tender, and Buyers hereby accept the Sellers' resignation as officers, directors, managers and employees of the Corporation and from all positions with the Corporation effective as of date hereof.

4. Sellers covenant and agree not to engage directly or indirectly in a competing potato warehouse business, exclusive of buying and selling potatoes in the Counties of Teton, Fremont, Madison and Jefferson and north and east of Idaho Falls, Blaine County and in the State of Idaho for ten years.

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from date hereof. Sellers further agree to use their maximum influence and efforts to cause potato dealers, brokers, buyers and other contacts of Western Potato Company to continue their present alliances and working agreements with Western Potato Company.

5. The Sellers, Herman Bolson and Florence Bolson, his wife, specifically covenant and agree that the promissory note made to them by the Corporation and coming due January 2, 1963, and the debentures made to them by the Corporation and coming due July 2, 1963, shall be renewed on or before their due dates by the Corporation paying against interest and all amounts due to the Corporation on the maturity of the note and debentures.

Sellers shall not deny completion of the Corporation, and the Sellers further covenant and agree to indemnify and hold harmless the Buyers of and from any unknown and undischarged liabilities and obligations of the Corporation and any liabilities and obligations which may develop hereafter, such as income tax deficiencies of the business operations of the Corporation to date hereof.

7. Sellers shall have the right at all reasonable times to examine each and every part and parcel of the assets and books of the Corporation during the life of this contract to determine if the provisions of this contract are being complied with by the Buyers; the Buyers shall furnish to the Sellers at the close of each fiscal year a complete financial report prepared by a competent C.P.A., and the Sellers covenant and agree that the assets, both real, personal and mixed, of the Corporation, as

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3. The Signers agree that they will, during the life of this contract, maintain liquid assets and spending accounts in the Corporation at the minimum amount consistent with good business practices, and shall not at any time distribute any the funds received, including the cash and the _____

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directly or indirectly diminish the net value of said Corporation during the life of this contract, and any attempt to do so will constitute a default of this contract.

9. This contract cannot be assigned and said stock cannot be encumbered, assigned or conveyed except among the original Buyers during the life of this contract without the express written consent of the Sellers.

10. This contract is not only binding upon the parties hereto, but upon their respective heirs, administrators and assigns.

11. In the event it becomes necessary for either party to employ an attorney for the enforcement of this contract, the defaulting party agrees to pay the prevailing parties' reasonable attorney's fees.

~~IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.~~

Robert L. Archibald
Robert L. Archibald

WITNESSES

Robert L. Archibald
Robert L. Archibald

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STATE OF IDAHO,)

SS.

COUNTY OF _____)

On this _____ day of October, 1964, before me, the undersigned, a Notary Public in and for said State, personally appeared **HERMAN NELSON and FLORENCE NELSON**, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

William C. Brunel
Notary Public for Idaho
Residing at:
Idaho Falls, Idaho

Aug. 18, 1976

~~On this _____ day of October, 1964, before me, the undersigned, a Notary Public in and for said State, personally appeared~~
~~**H. V. [unclear], [unclear] L. [unclear], C. A. [unclear] and [unclear]**~~
~~**C. [unclear]**, known to me to be the persons whose names are~~
~~subscribed to the within instrument, and acknowledged to me that~~
~~they executed the same.~~

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

[Signature]
Notary Public for Idaho
Residing at:

My commission expires:

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**NOTICE OF PROOF OF COMPLETION
OF WORKS and APPLICATION OF
WATER TO BENEFICIAL USE**

Notice is hereby given that at 9 a. m., on the 5th day of April, 1957, at Idaho Falls, County of Latah, State of Idaho, before W. H. Humphrey, Notary Public, proof will be submitted of the completion of works for the diversion of 5.4 cubic feet per second of underground waters from a well, and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. G-25555 heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit are Western Potato Co., Idaho Falls, Idaho.

2. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use is 5.4 cubic feet per second.

3. The use to which said water has been applied is irrigation purposes, and the amount applied to beneficial use is 5.4 cubic feet per second.

4. The point of diversion of said water is in SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 18, Twp. 4 N, Rge 36 E.B.M.

5. The place where said water is used is N $\frac{1}{2}$ Sec. 18, Twp. 4 N., Rge 36 E. B. M.

6. The date of priority which said user is prepared to establish is March 28, 1955.

MARK R. KULP

State Reclamation Engineer.

(Feb. 21-28, March 7-14, 1957)