

SECTION 28

T 13N., R. 19E., M

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Lot 48 Bradshaw

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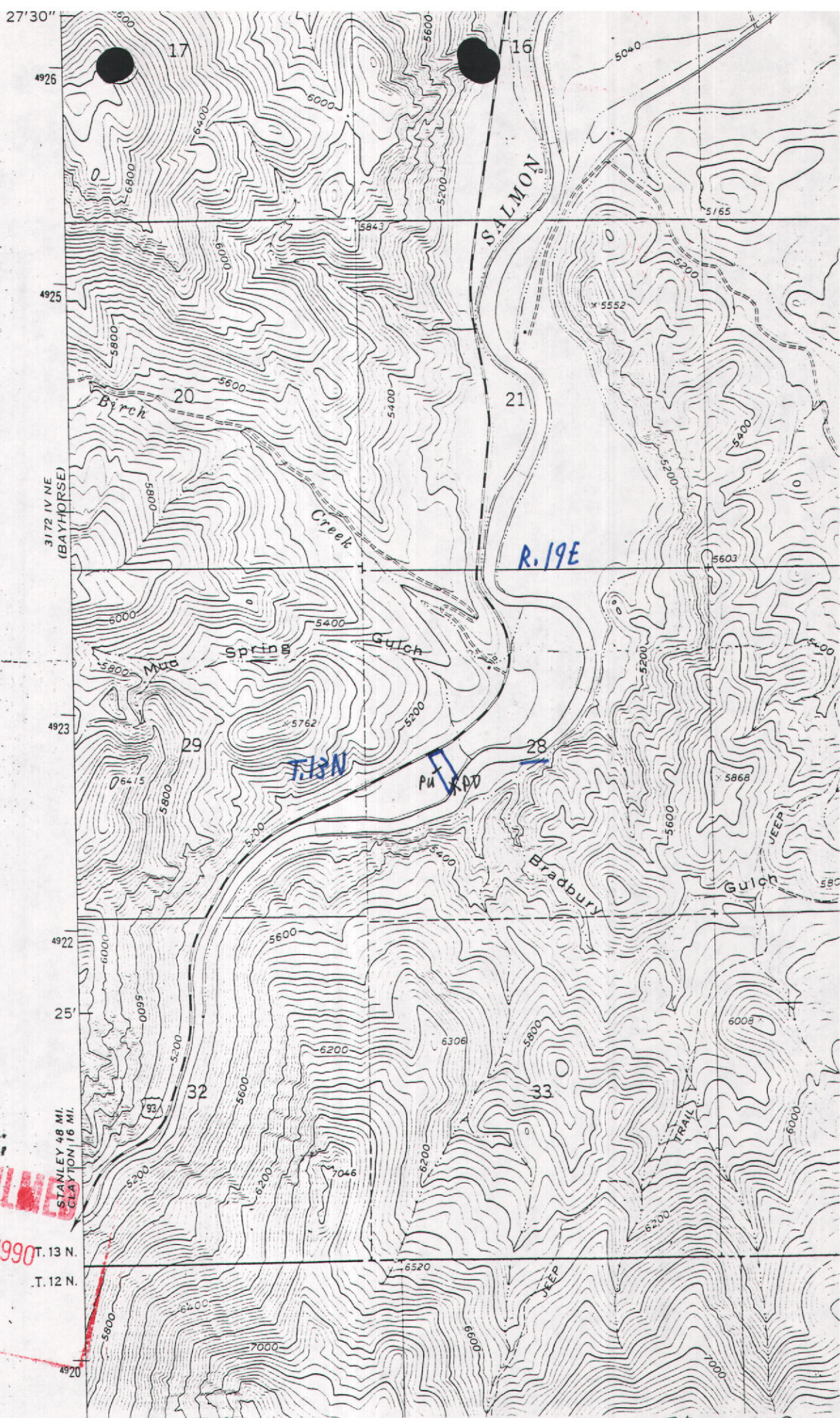
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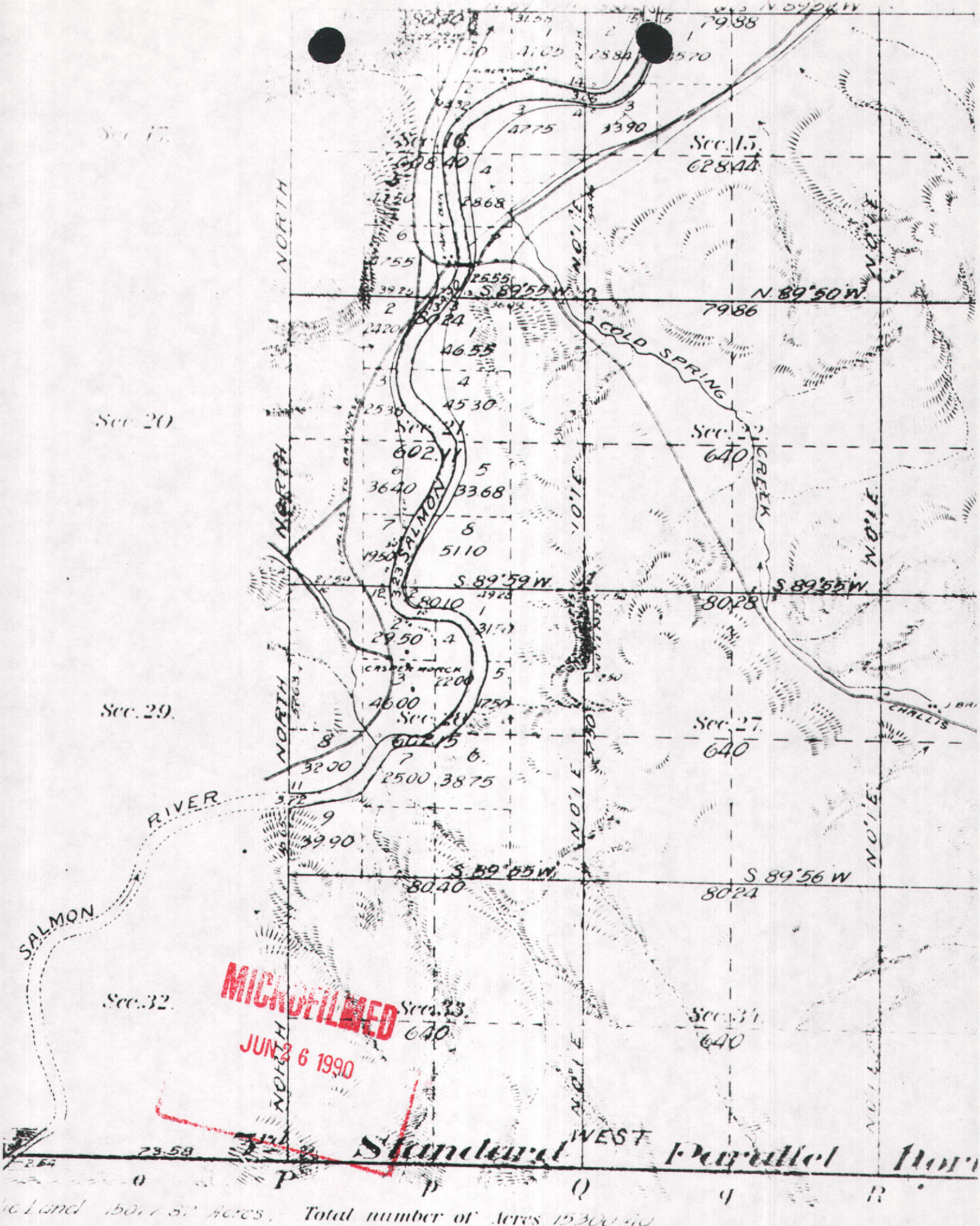


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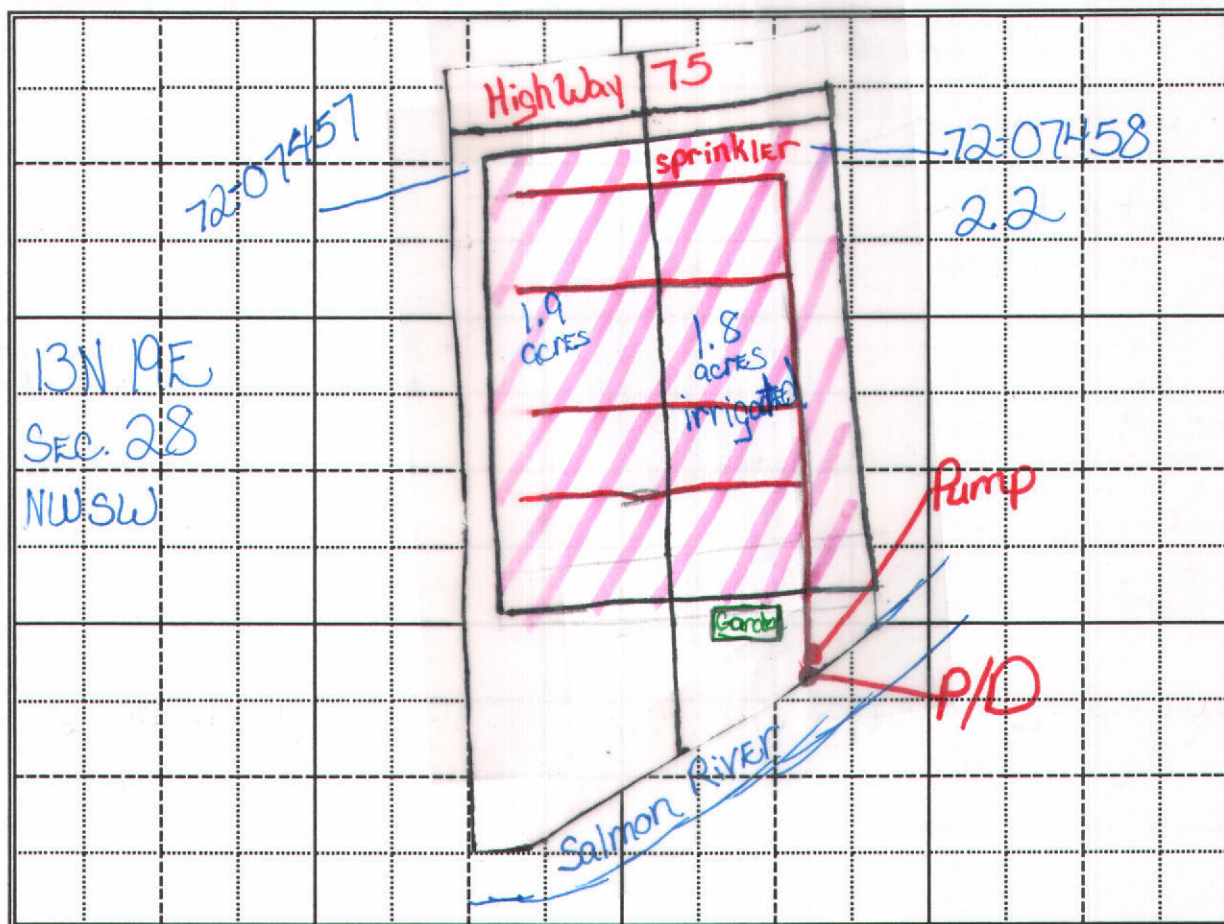
JUN 26 1990

T. 13 N.
T. 12 N.

72-0745R



3. **Delivery System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable.



Scale: 1" = _____

☒ Copy of USGS Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).

☐ Aerial Photo Attached (required for irrigation of 10+ acres)

☒ Photo of Diversion and System Attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	Marathon	7½	YRC213TC-PR 7311 AP	Berkley	81 WP

*Code to correspond with No. on map and aerial photo

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements: _____

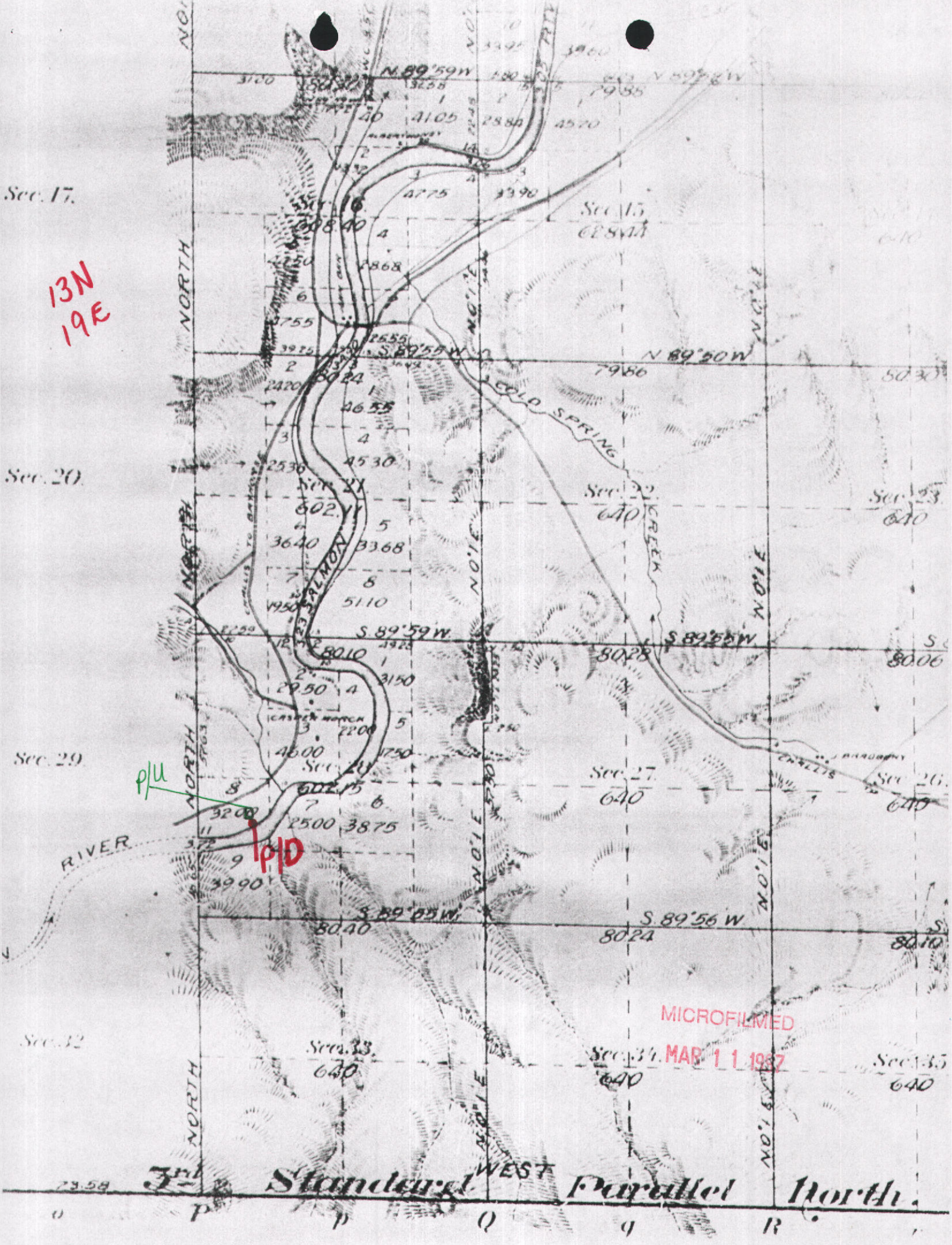
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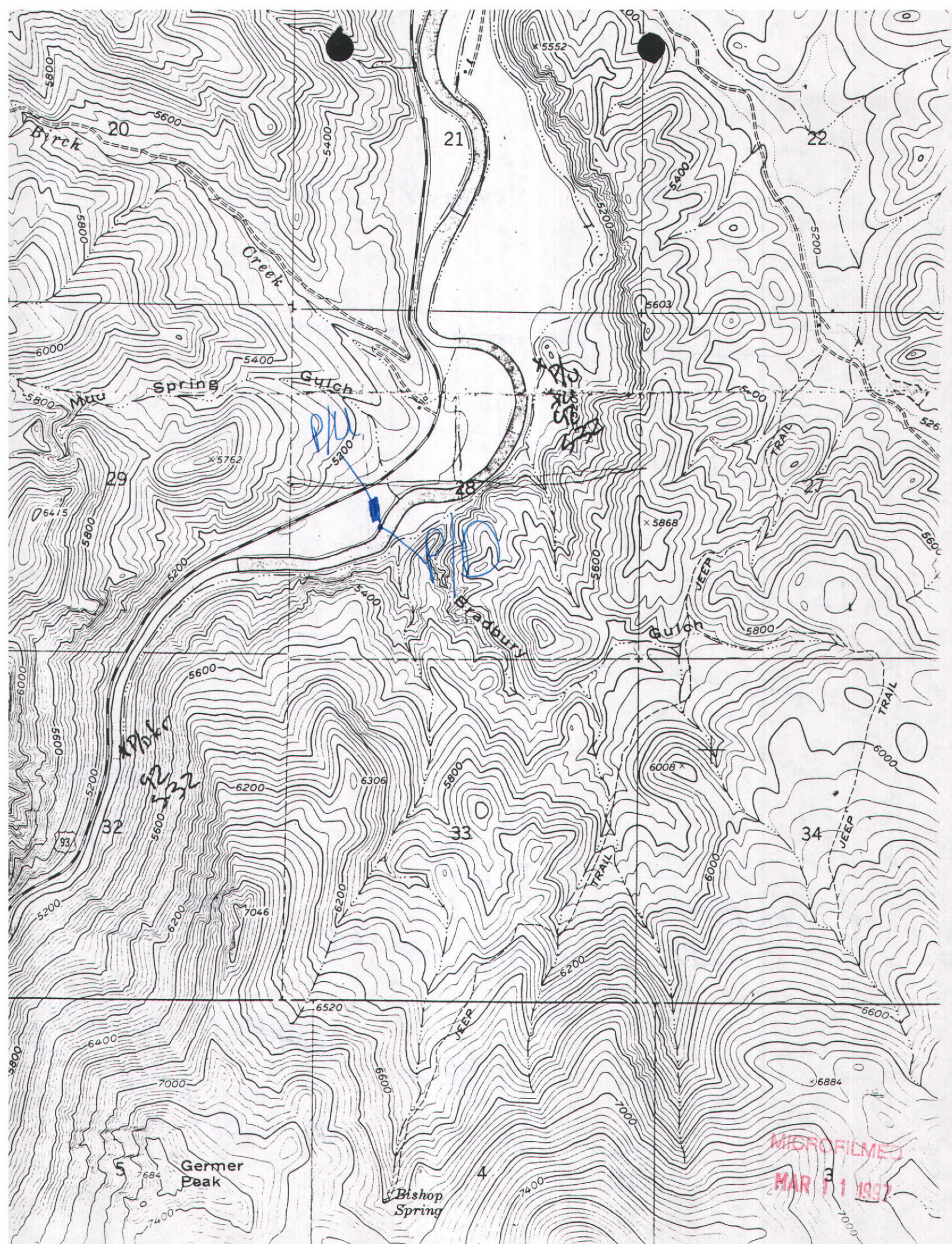
MAR 11 1997

Sec. 32

1410

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MAR 11 1987





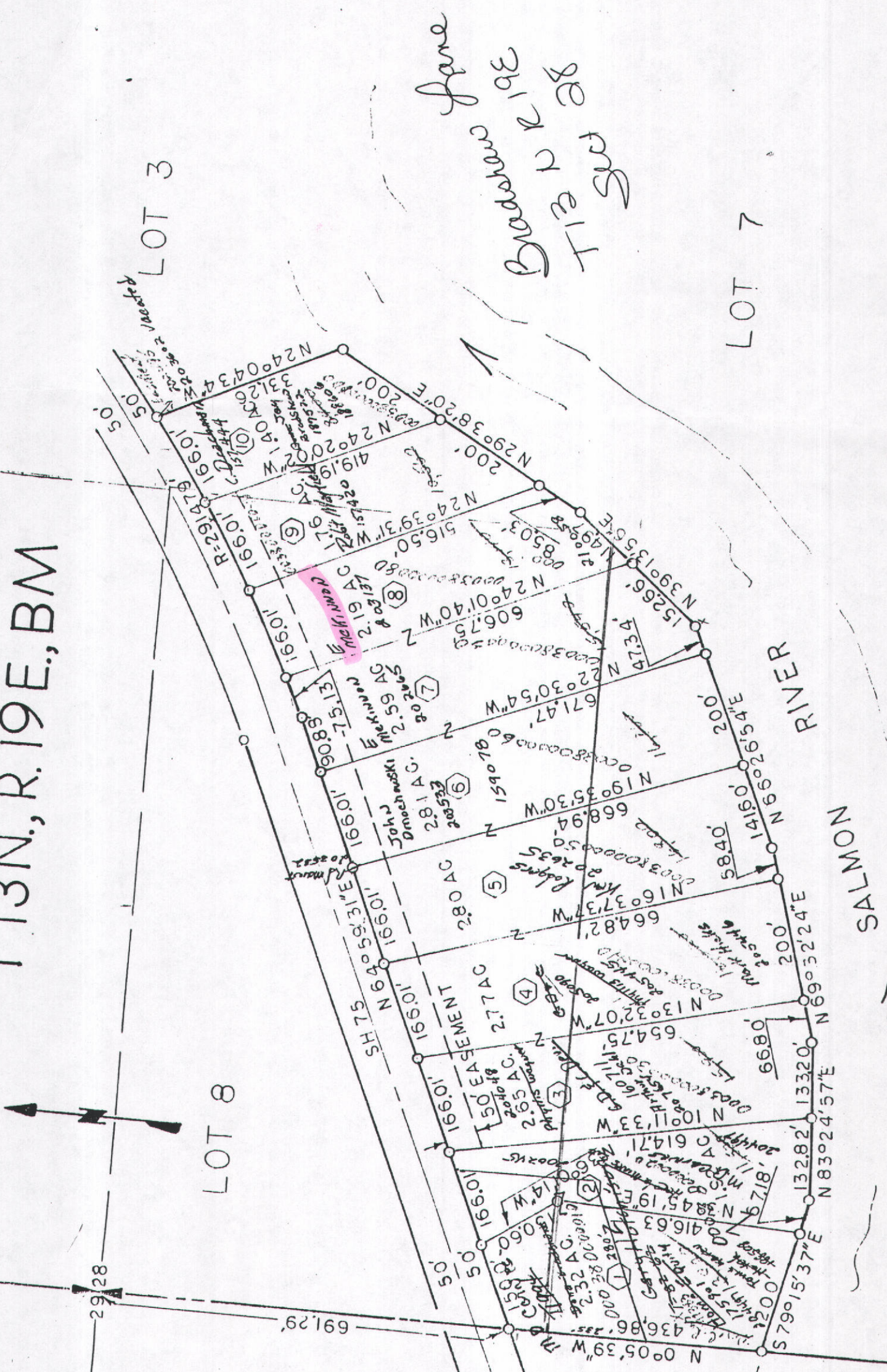
T 13 N., R. 19 E., BM

Surveyor's Certificate
 I, W.B. [illegible]
 Civil Engineer, that I have surveyed the
 Boundary Description attached and have
 staked on the ground and shown the
 shown hereon. I further certify that this is a
 copy of the original plat
 STATE OF IDAHO

Boundary Description
 A portion of Lot 8 & Lot 3 of Section 28, Township 13 North, Range 19 East, the southwest corner thereof, the easterly boundary of U.S. Highway 1070.93 feet; thence easterly along boundary, being a 2914.70 foot curve 524°04'34"E — 331.26' to a point in thence southwesterly following the western 529°38'20"W — 485.03', S 69°32'24"W — 325.20', S 83°43'14"W — to a point in the west line of Lot 3, 436.86' along said west line to the Subject to a 50' Easement for an acc

Owner's Declaration
 KNOW ALL MEN BY THESE PRESENTS Owners of the tract of land described hereon, have caused the same to be shown hereafter known as BRADSHAW Ld Idaho as shown on the map attached h
 IN WITNESS WHEREOF: We have here day of December, A.D. 1980

Acknowledgement
 State of IDAHO
 County of Custer
 BE IT REMEMBERED: That on this 1st day personally appeared before me, the undersigned for said State and County, the signers of



LEGEND
 SECTION CORNER
 QUARTER SECTION CORNER
 1/2" STEEL ROD — LOT CORNER
 LOT NO.
 50' EASEMENT LINE FOR STREET
 1 INCH = 200 FEET

Engineer's Approval
 I have examined the foregoing Plat as shown hereon and find the same correct and true in accordance with the original Plat for recording

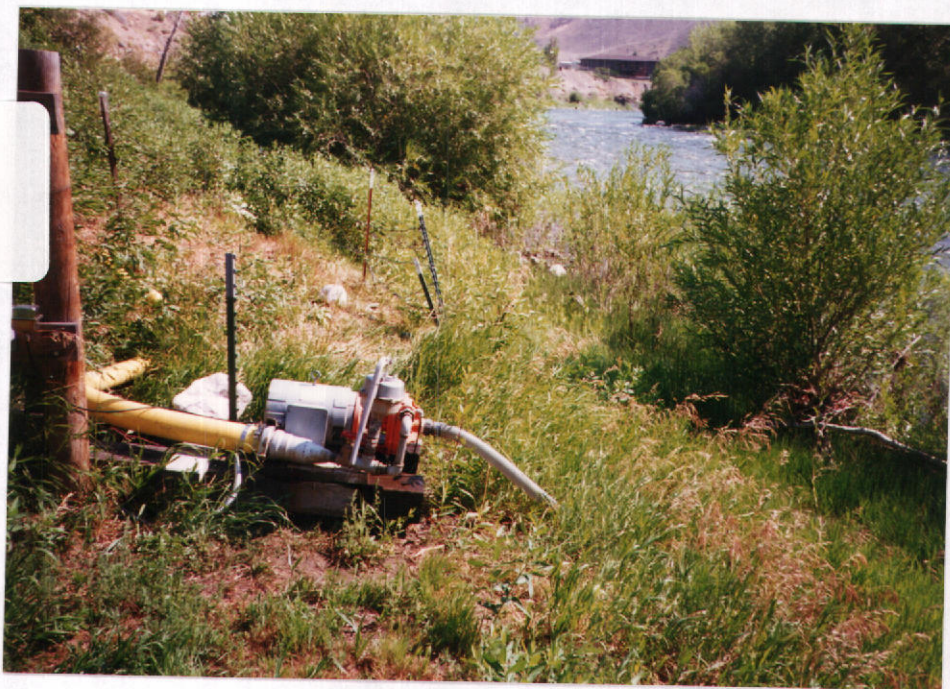
72-07458
PASTURE/PLACE OF USE
LOOKING NORTHEAST
SPRINKLERS VISIBLE



72-07458
P/D SALMON RIVER
SE1/4 NW 1/4 SW1/4
SECTION 28, T13N R19E



72-07458
PUMP USED FOR DIVERSION



MICROFILMED
MAR 11 1997

no adj claims

RECEIVED
JUN 29 2000
Department of Water Resources
Southern Region

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

- RECEIVED
NOV 20 2000
Department of Water Resources
1. Water Right No(s).: 72-07457 & 72-07458
 Adjudication Claim No(s).: _____
 2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
 3. Name and Address of Former Owner/Claimant Earnest and Dorothy McKinnon
P.O. Box 336 Challis, ID 83226
 4. New Owner/Claimant(s) Jesse L and Linda K. Beaman
 Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
 New Mailing Address P.O. Box 526
 City, State and ZIP Code Challis, ID 83226
 New Telephone Number (208) 879-2834
 5. Date you acquired the property 3/3/97
 6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
 Number of acres you irrigate _____ Number and type of stock _____
 Diversion rate in CFS _____ Number of homes _____ Other uses _____
 7. Signature of New Owner or Claimant(s) Jesse L. Beaman
Linda K. Beaman
 (Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
 8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

SUPPORT DATA

IN FILE # 72-7457

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 72-07458

Priority: February 2, 1990

Maximum Diversion Rate:

0.06 CFS

Maximum Diversion Volume:

6.3 AF

This is to certify, that ERNEST MCKINNON
DOROTHY MCKINNON

PO BOX 336

CHALLIS ID 83226-0336

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated December 28, 1989; and has submitted Proof of Beneficial Use on July 7, 1993. An examination indicates that the works have a diversion capacity of 0.150 cfs of water from:

SALMON RIVER

tributary to SNAKE RIVER

source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/15 to 10/15	0.06 CFS	6.3 AF

LOCATION OF POINT(S) OF DIVERSION: Lot 8 (NWSW), Sec. 28, Township 13N, Range 19E
CUSTER County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
13N	19E	28	Lot 8(NESW) 0.1	Lot 8(NWSW) 1.7		1.8

Total number of acres irrigated: 1.8

CONDITIONS OF APPROVAL AND REMARKS

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. This right when combined with all other rights shall provide no more than .03 cfs per acre nor more than 3.5 afa per acre for the lands above.

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

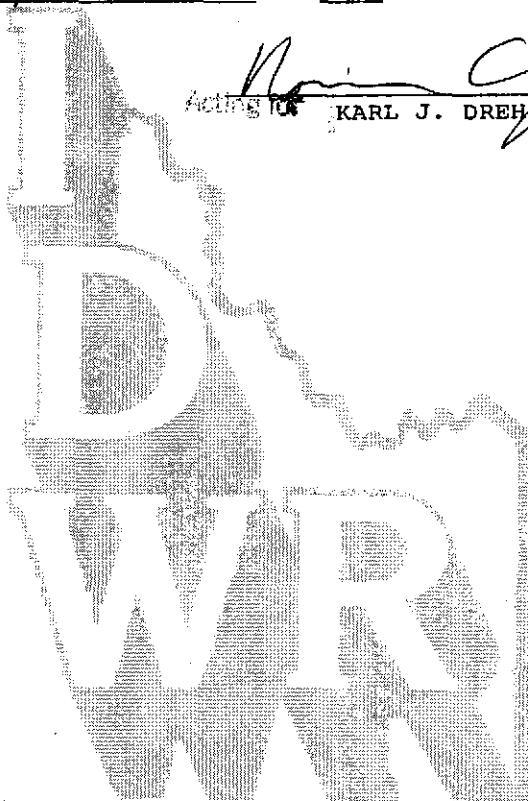
WATER RIGHT NO. 72-07458

CONDITIONS OF APPROVAL AND REMARKS

6. Right 72-07457 is also diverted through the point of diversion described above.
7. Place of use is located within Lot 8, Bradshaw Lane Subdivision.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 10TH day of FEBRUARY, 1997.


KARL J. DREHER, Director



RECORDED

72-07458

WATER RIGHT SUMMARY

ACTION	RIGHT NO.	NAME	CFS
Original App.	72-07458	C & D Enterprises	2.20
Assignment	72-07458	Ernest McKinnon Dorothy McKinnon	2.20

RECEIVED

AUG 31 1993

RECEIVED

JUL 07 1993

Department of Water Resources
Southern Region Office

RECEIVED

JUL 09 1993

Department of Water Resources

OFFICE USE ONLY

Amt. of Fee \$ 50

Date 7-8-93

Receipt No. 5016972

Receipt by MTS

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 72-07458 Telephone No. 208 879-5355
2. Name(s) of Permit Holder(s): ERNEST L. & DOROTHY E. MCKINNON
3. Mailing Address: P.O. Box 336 CHALLIS, ID 83226
4. Source of Water: SALMON RIVER

If **GROUNDWATER**, Well Driller's Name: _____ Date Drilled: _____

OPTIONAL:

Pump horsepower: _____ Pressure (psi): _____ Dynamic pumping level (ft.): _____

5. Extent of Use (as authorized by the permit):

Domestic _____ (No. of households) Stockwater _____ (No. and type of stock)

Irrigation 4 (No. of acres) Other _____

6. Total rate and/or volume for which proofs submitted 2.2 7/2/93 .03 cfs OR _____ acre/feet

7. Refer to the approval conditions on your permit and respond accordingly:

Measuring device: Required? ____ Yes ____ No Installed? ____ Yes ____ No

OR

Flow Measurement Port: Required? ____ Yes ____ No Installed? ____ Yes ____ No

8. Fee Enclosed: \$ 50.00 (See License Fee Schedule on back of Instruction Sheet)

9. Person to contact to accompany the Department representative during field examination of the water system.

ERNEST L. MCKINNON 208 879-5355 324-5848
Name Telephone No.

P.O. Box 336 CHALLIS, ID 83226 7 BRADSHAW LN
Address

10. The above information is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

Date

6/30/93

Signature (and title, if on behalf of a company or organization)

Ernest McKinnon

AUG 31 1993

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF PERMIT NO. 72-07458)
IN THE NAME OF ERNEST L & DOROTHY E MCKINNON) ORDER OF
REINSTATEMENT)

WHEREAS, the Department issued the above-captioned permit with the condition that proof of construction of works and application of water to beneficial use (proof of beneficial use) be submitted on or before June 1, 1993; and,

WHEREAS, the Department notified the permit holder by certified mail that proof was due and instructed the permit holder of the steps to be taken to submit the proof of beneficial use; and,

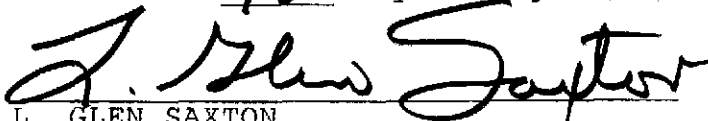
WHEREAS, the Department notified the permit holder that the permit had lapsed for failure to submit the proof of beneficial use; and,

WHEREAS, Section 42-218a of the Idaho Code provides that a permit may be reinstated upon a showing of reasonable cause within sixty days of the date of the notice of lapsing; and,

WHEREAS, the permit holder has provided a reasonable showing why the permit should be reinstated by submitting proof of beneficial use on July 7, 1993;

IT IS, THEREFORE, HEREBY ORDERED that Permit No. 72-07458 be REINSTATED with an advance in priority to February 2, 1990.

Dated this 10th day of August, 1993.


L. GLEN SAXTON
Chief, Water Allocation Bureau

APR 31 1993



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 N. Orchard St., Statehouse Mall, Boise ID 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

ASSIGNMENT OF PERMIT

I, C & D Enterprises
Carl S. Borup, hereby assign to Ernest & Dorothy McKinnon
of, 327A S 230 W Jerome, ID 83338
(Full Address)

All my right, title, and interest in and to Permit No. 72-07458
to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to
Permit No. _____ to appropriate the public waters of the State of Idaho.

Describe portion of the permit assigned listing the number of acres in each 40 acre
subdivision, point of diversion location, and the amount of water in cubic feet per
second.

Made this 21 day of July, 1993.

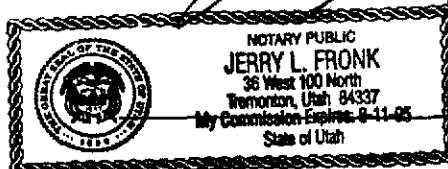
Carl S Borup
Applicant

State of ~~KID~~ UTAH)

County of Box Elder SS

On this 23 day of July, 1993, personally appeared before me
the signer of the above instrument, duly acknowledged to me that he/she/they executed the same.

SEAL



Notary Public

AUG 31 1993

Signature

My commission expires: _____

6/93

RECEIVED

APR - 1 1993

For Office Use Only
\$15 Fee Received by CA
Date 4-1-93
Receipt No. 027117

STATE OF IDAHO Department of Water Resources
DEPARTMENT OF WATER RESOURCES

REQUEST FOR EXTENSION OF TIME

TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF BENEFICIAL USE FOR A WATER RIGHT PERMIT

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time in which to complete development of water right under the provisions of Section 42-204, Idaho Code.

Permit No. 72-07458

Name(s) of Permit Holder: ERNEST & DOROTHY MCKINNON

Mailing Address: 27450 230 W JEROME ID 83338

Date Proof is Due 6/1/93 Telephone No. 208 324-5848

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

NONE

Costing \$ _____

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

PROPERTY RECENTLY PURCHASED NOV 1, 1992 PRIOR TO THAT
TIME PROPERTY HAD BEEN A RENTAL

Permit holder(s) request an extension to 6/1, 19 93

FEE: \$15.00

Ernest McKinnon
(Signature)*

*If other than permit holder, Power of Attorney must be supplied.

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be DENIED pursuant to Section 42-204, Idaho Code, for failure to diligently pursue completion of the proposed project and to comply with permit conditions.

Signed this 2ND day April, 19 93

AUG 3 1993

R. Keith Higginson
R. Keith Higginson, Director

State of Idaho
Department of Water Resources
Permit To Appropriate Water

NO. 72-07458

Proposed Priority: December 28, 1989 Maximum Diversion Rate: 0.09 CFS
This is to certify, that C & D ENTERPRISES INC.

74 S. 1ST E.

TREMONTON, UT 84337

has applied for a permit to appropriate water from:

SALMON RIVER

tributary of **SNAKE RIVER**

and a permit is **APPROVED** for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
IRRIGATION	04/01 to 11/01	0.07 CFS
STOCKWATER	01/01 to 12/31	0.02 CFS
	Totals	0.09 CFS

LOCATION OF POINT(S) OF DIVERSION: LOT 8(NWSW), Sec. 28, Township 13N, Range 19E
LOT 3(NESW), Sec. 28, Township 13N, Range 19E
CUSTER County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
13N	19E	28	LOT 3(NESW) 0.2	LOT 8(NWSW) 2		2.2
			Total number of acres irrigated:			2.2

PLACE OF USE: STOCKWATER, same as IRRIGATION use

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before **June 1, 1993**.
2. Subject to all prior water rights.
3. Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.
4. The rate of diversion of water for irrigation under this permit and all other water rights on the same land shall not exceed 0.03 cubic feet per second for each acre of land.
5. Place of use also known as Lot 8, Bradshaw Lane Subd.
6. One point of diversion to be developed, exact location not known. Stockwater use is for 5 cattle and 5 horses.

MICROFILMED

JUN 26 1990

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 72-07458

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this

9th day of May, 1990.

for 
R. Keith Higginson, Director



JUN 26 1990

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant C & D Enterprises Inc. Phone 801-257-3312
Post office address 74 So. 1st. East ; Tremonton, Utah 84337

2. Source of water supply Salmon River which is a tributary of Snake River

3. Location of point of diversion is NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of (SW) $\frac{1}{4}$, Govt. Lot 8
Sec. 28 Township 13N Range 19E B.M. Custer County; additional
Lot 3
points of diversion if any: (NE $\frac{1}{4}$ SW $\frac{1}{4}$) Sec. 28 T. 13N R. 19E. 1 P/D; exact location unknown.

4. Water will be used for the following purposes:

0.07 ~~g~~
Amount 10438 for Irrigation purposes from April 1 to Nov. 1 (both dates inclusive)
(cfs ~~acre-feet per annum~~)

Amount 0.02 for Stockwater purposes from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs ~~acre-feet per annum~~)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated is (a) 10438 ^g 0.09 and/or (b) _____
cubic feet per second acre feet per annum

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. 5 to 7 HP pump to be installed
with all legal and proper attachments to comply with state regulations

b. Height of storage dam None feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet; period of year when water will be diverted to storage:
_____ to _____ inclusive.

c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.

d. Is ground water with a temperature of greater than 90°F being sought? No

7. Time required for the completion of the works and application of the water to beneficial use is
5 years (minimum 1 year).

MICROFILMED

JUN 26 1990

8. Description of proposed uses (if irrigation only, go to item 9):

- a. Hydropower; show total feet of head and proposed capacity in KW. _____
- b. Stockwatering; list number and kind of livestock. 5 Horses ; 5 Cows
- c. Municipal; show name of municipality. WINDY CREEK
- d. Domestic; show number of households. _____
- e. Other; describe fully. _____

9. Description of place of use:

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

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
13N	19E	28	(Lot 8, Bradshaw Lane Sub.)								Lt8								2.2
											Lt3								
											.2								
											S								

S is stockwater

Total number of acres to be irrigated 2.2

10. Describe any other water rights used for the same purposes as described above. _____

11. a. Who owns the property at the point of diversion? Applicant
- b. Who owns the land to be irrigated or place of use? Applicant
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. _____

12. Remarks: This application replaces Lic. 72-2069 on this land.
Officers are Carl S. Borup (president) and Don J. Borup (vice-pres.), same
address as on application. This is a family business.
Land is Lot 8 of the Bradshaw Lane Subdiv.

JUN 26 1990

Lat 48 Bradshaw

LOT 8

SH 75

ENT

28-AG

59 10

SOLD

0-32

2

MA

214

5

50

✓

10

301

President

(Applicant)

Received by J. E. Houston Date 12-28-89 Time 10:50 am Preliminary check by DEJ
Fee \$ 30.00 Received by J # 5016772 Date 12-28-89
Publication prepared by M. Baldwin Date 1/5/90 Published in Challis Messenger
Publication approved M. Baldwin Date 2/5/90

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. _____, and said application is hereby _____.

1. Approval of said application is subject to the following limitations and conditions:

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before _____, 19 ____.

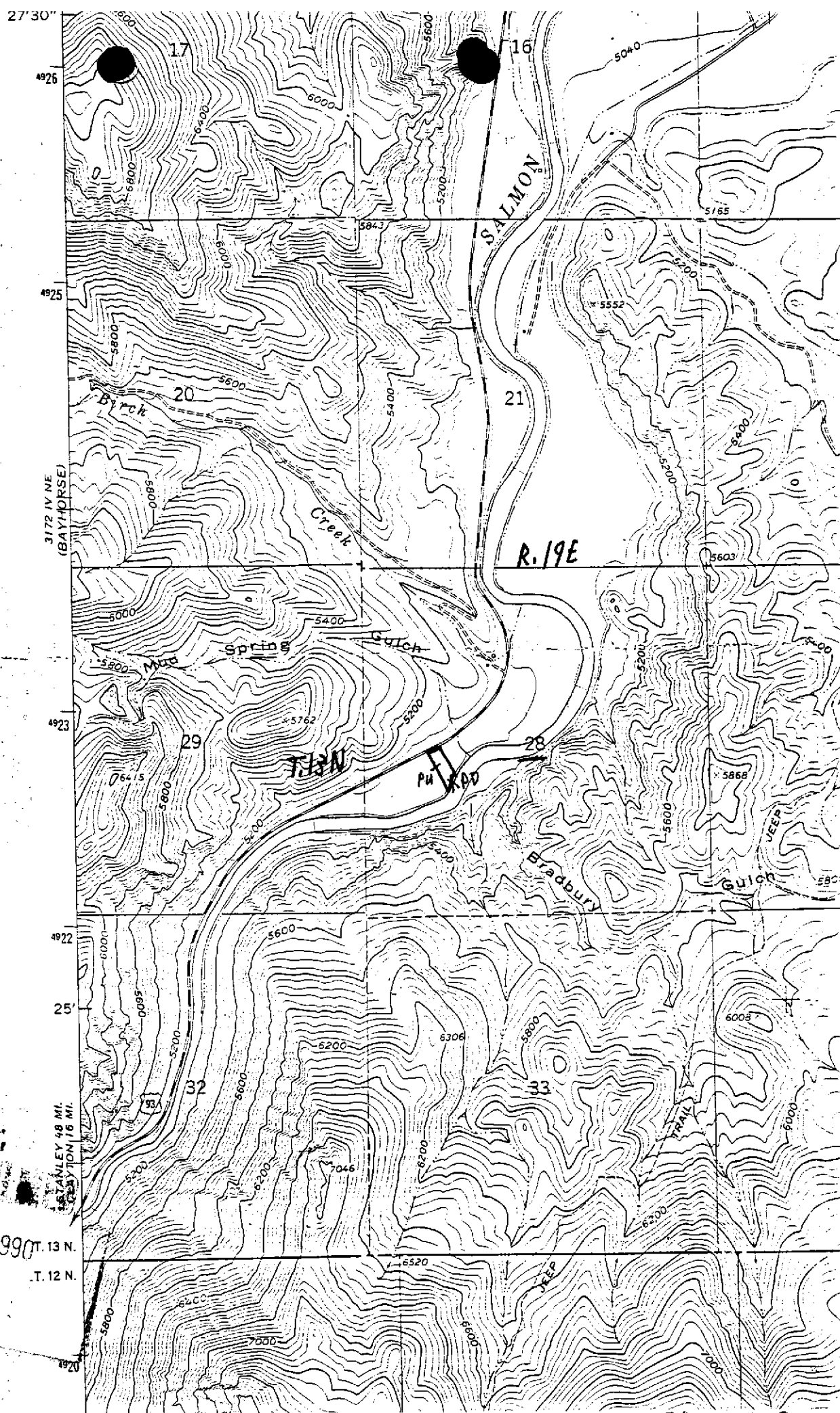
c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

d. The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

e. Other:

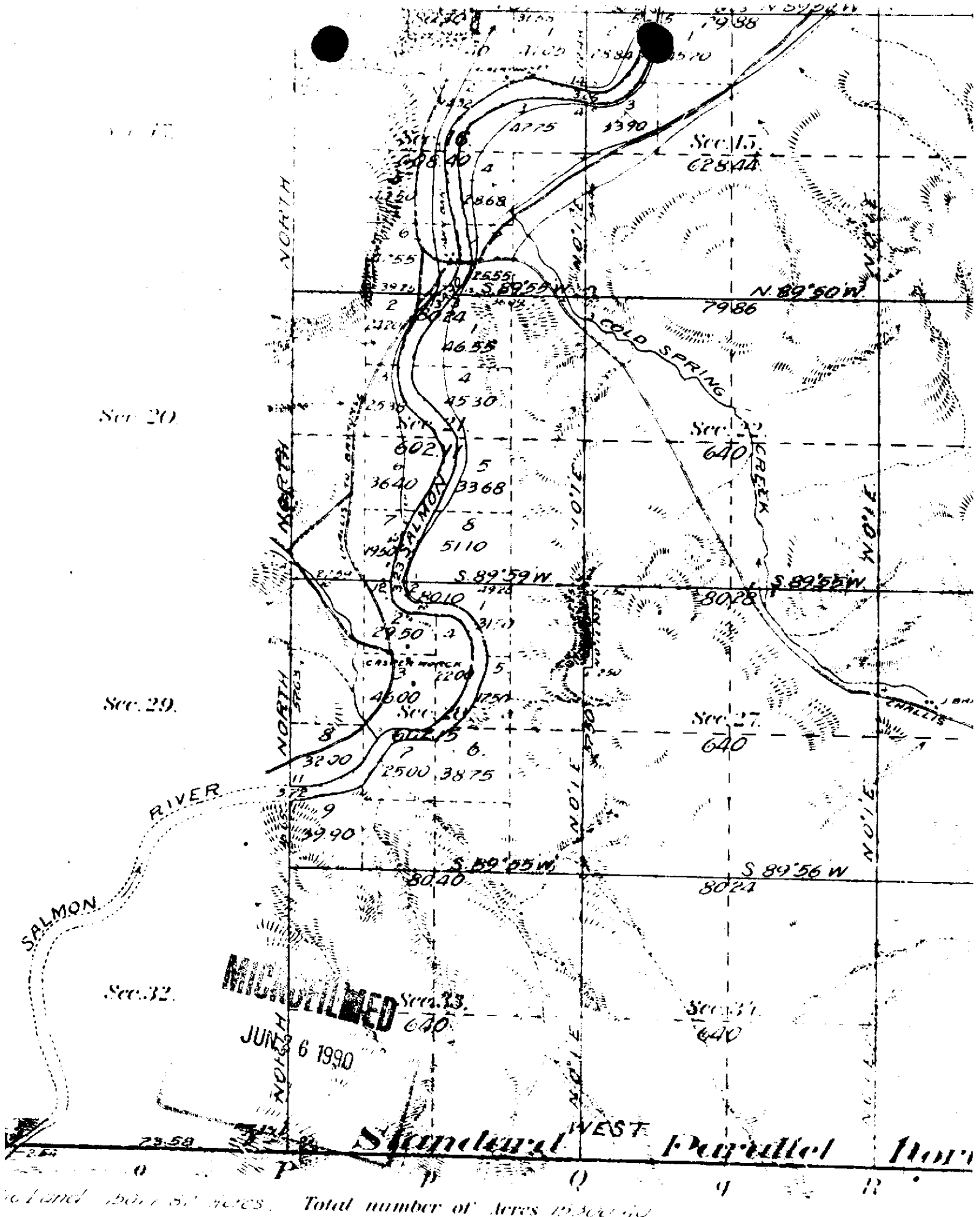
RECORDED

JUN 2-5 1990



JUN 26 1990
T. 13 N.
T. 12 N.

72-0745R



AFFIDAVIT OF PUBLICATION

State of Idaho, County of Custer, ss:

I, Margaret Parks, Publisher of the Challis Messenger, a weekly newspaper, published at Challis, Idaho, do solemnly swear that the notice hereto attached and made a part hereof, was published in the regular and entire issue of the Challis Messenger for 2 consecutive weeks, commencing with the issue dated Jan 18 1990 and ending with the issue dated Jan 25 1990.

Margaret Parks

RECEIVED

STATE OF IDAHO JAN 26 1990

Department of Water Resources
COUNTY OF CUSTER Southern Region Office

On this 25th day of January in the year of 1990, before me a Notary Public,

personally appeared Margaret Parks known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.

Edith M. Peck
Notary Public for Idaho

Residing at Challis

My commission expires: 3-21-92

NOTICE OF APPLICATION FOR WATER RIGHT

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

71-07133

HOLLEY, JOHN
HOLLEY, ROZ
P.O. BOX 113
STANLEY, ID 83278
Source: GROUNDWATER
Diversions Pt: NENWNE Sec 3 T 10N R 13E
Use: COMMERCIAL (.060 CFS)
DOMESTIC (.040 CFS)
Total Diversion: (.100 CFS)
Date Filed: 1/03/1990
In: T10N R13E S03 NWNE

72-07449

SIMON, PETER A.
9888 BARNDALE
BOISE, ID 83704
Source: SALMON RIVER Tributary: SNAKE RIVER
Diversions Pt: NESE Sec 25 T 11N R 16E
Use: IRRIGATION (.090 CFS)
FIRE PROTECTION (.090 CFS)
Total Diversion: (.090 CFS)
Date Filed: 12/28/1989
In: T11N R16E S25 NESE
3.0 ACRES TOTAL

72-07452

ROSKELLEY, MICKY
ROSKELLEY, MAUREEN
P.O. BOX 511
COEUR D'ALENE, ID 83814
Source: GROUNDWATER
Diversions Pt: SWNW Sec 28 T 13N R 19E
Use: IRRIGATION (.200 CFS)
Total Diversion: (.200 CFS)
Date Filed: 12/27/1989
In: T13N R19E S28 SWNW
10.0 ACRES TOTAL

72-07453

C & D ENTERPRISES INC.
74 S. 1ST EAST
TREMONTON, UT 84337
Source: SALMON RIVER Tributary: SNAKE RIVER
Diversions Pt: LOT 6 (SWNWSW) Sec 28 T 13N R 19E
Use: IRRIGATION (.080 CFS)
STOCKWATER (.020 CFS)
Total Diversion: (.100 CFS)
Date Filed: 12/28/1989
In: T13N R19E S28 Lot 6 (NWSW)
2.7 ACRES TOTAL

72-07454

C & D ENTERPRISES INC.
74 S. 1ST EAST
TREMONTON, UT 84337
Source: SALMON RIVER Tributary: SNAKE RIVER
Diversions Pt: LOT 8 (NWSW) Sec 28 T 13N R 19E
Use: IRRIGATION (.080 CFS)
STOCKWATER (.020 CFS)
Total Diversion: (.100 CFS)
Date Filed: 12/28/1989
In: T13N R19E S28 Lot 8 (NWSW)
2.8 ACRES TOTAL

72-07455

C & D ENTERPRISES INC.
74 S. 1ST EAST
TREMONTON, UT 84337
Source: SALMON RIVER Tributary: SNAKE RIVER
Diversions Pt: LOT 8 (SENWSW) Sec 28 T 13N R 19E
Use: IRRIGATION (.080 CFS)
STOCKWATER (.020 CFS)
Total Diversion: (.100 CFS)
Date Filed: 12/28/1989
In: T13N R19E S28 Lot 8 (NWSW)
2.8 ACRES TOTAL

72-07456

C & D ENTERPRISES INC.
74 S. 1ST EAST
TREMONTON, UT 84337
Source: SALMON RIVER Tributary: SNAKE RIVER
Diversions Pt: LOT 8 (SENWSW) Sec 28 T 13N R 19E
Use: IRRIGATION (.080 CFS)
STOCKWATER (.020 CFS)
Total Diversion: (.100 CFS)
Date Filed: 12/28/1989
In: T13N R19E S28 Lot 8 (NWSW)
2.8 ACRES TOTAL

72-07457

C & D ENTERPRISES INC.
74 S. 1ST EAST
TREMONTON, UT 84337
Source: SALMON RIVER Tributary: SNAKE RIVER
Diversions Pt: LOT 8 (SENWSW) Sec 28 T 13N R 19E
Use: IRRIGATION (.080 CFS)
STOCKWATER (.020 CFS)
Total Diversion: (.100 CFS)
Date Filed: 12/28/1989
In: T13N R19E S28 Lot 8 (NWSW)
2.6 ACRES TOTAL

72-07458

C & D ENTERPRISES INC.
74 S. 1ST EAST
TREMONTON, UT 84337
Source: SALMON RIVER Tributary: SNAKE RIVER
Diversions Pt: LOT 3 (NESW) Sec 28 T 13N R 19E
LOT 8 (NWSW) Sec 28 T 13N R 19E
Use: IRRIGATION (.070 CFS)
STOCKWATER (.020 CFS)
Total Diversion: (.090 CFS)
Date Filed: 12/28/1989
In: T13N R19E S28 Lot 3 (NESW) Lot 8 (NWSW)
2.2 ACRES TOTAL

72-07459

C & D ENTERPRISES INC.
74 S. 1ST EAST
TREMONTON, UT 84337
Source: SALMON RIVER Tributary: SNAKE RIVER
Diversions Pt: LOT 4 (SWNWSW) Sec 28 T 13N R 19E
Use: IRRIGATION (.150 CFS)
STOCKWATER (.020 CFS)
Total Diversion: (.170 CFS)
Date Filed: 12/28/1989
In: T13N R19E S28 Lot 4 (SWNE) Lot 3 (SWNE)
6.0 ACRES TOTAL

The permit(s) will be subject to all prior water rights. Protests must be filed with the Director, Dept. of Water Resources, Southern Region, 2148 4th Avenue East, Twin Falls, Idaho 83301 on or before FEBRUARY 5, 1990.
R. KEITH HIGGINSON, Director
Pub. Jan. 18 & 25, 1990.

MICROFILMED

JUN 26 1990



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

August 27, 2004

JESSE L BEAMAN
LINDA K BEAMAN
PO BOX 526
CHALLIS ID 83226

RE: Change of Ownership for Water Rights 72-7457 & 72-7458

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water rights to you. The department has modified its records to reflect the changes in ownership and has enclosed computer-generated reports for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

for 
Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosures



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

February 11, 1997

PHILIP E. BATT
GOVERNOR

ERNEST AND DOROTHY MCKINNON
PO BOX 336
CHALLIS ID 83226-0336

KARL J. DREHER
DIRECTOR

RE: WATER RIGHT NOS. 72-07457 AND 72-07458

Dear Water Right Holders:

The Department of Water Resources (the Department) has issued the enclosed licenses confirming that water rights have been established in accordance with the permits referenced above. Each license is a preliminary order issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department unless a party petitions for reconsideration within fourteen (14) days after issuance as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the Department within fourteen (14) days of the service date of this order. The Department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See section 67-5243(3), Idaho Code.

EXCEPTIONS AND BRIEFS

Within twenty-one (21) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding. Otherwise, this preliminary order will become a final order of the Department.

If any party appeals or takes exceptions to this preliminary order, opposing parties shall have twenty-one (21) days to respond to any party's appeal. Written briefs in support of or taking exceptions to the preliminary order shall be filed with the Department. The Department retains the right to review the preliminary order on its own motion.

RECEIVED

MAR 11 1997

ORAL ARGUMENT

If the Department grants a petition to review the preliminary order, the Department shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Department will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Department orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Department in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with Rules of Procedure 302 and 303.

FINAL ORDER

The Department will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Department may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The Department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) the petition for reconsideration is disposed of; or
- (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,

- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

If you have questions, please contact me at (208) 327-7946.

Sincerely,


Shelley W. Keen
Water Rights Supervisor

SWK:pah

c: Southern Region

Enclosures

CERTIFICATE OF MAILING

I hereby certify that on the 11th day of February, 1997, I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDERS (Approved Licenses) to the person(s) listed below:

Water Right Nos. 72-07457 and 72-07458

ERNEST MCKINNON
DOROTHY MCKINNON
PO BOX 336
CHALLIS ID 83226-0336

Patti Harrell
Patti Harrell
Secretary

RECORDED
FEB 11 1997

B/U FIELD EXAM REVIEW

Cindy Zimmerman

Permit #: 72-7458 Name: McKinnon Date: 1/30/97 ✓ Lots _____

NAME Chng Same ✓ Or Address Change?

SOURCE ✓ Clarify source _____
_____ Prelim. Order to Void - Source change.

P/D ✓ Amendment Needed? SENWSW; delete NESW P39
_____ Overlap(s) _____

P/U ✓ Amendment Needed? PPU ~~3.7~~ 1.8 within 3.2 ac. P41 delete NESW
_____ Overlap(s) _____
 (Gov't use special ¶'s) _____ *P/D & P/U Amend? P37

RATE _____ Permit/proof fee limits 0.09 / 0.03
_____ Measured Quantity = 0.15 cfs Theoretical Quantity = _____ cfs
capacity 15 mgals @ 92 @ 30 psi / 448.83 Use: 1.8 ac x 0.03 cfs/ac = 0.06 cfs
 (HP) 8.8 x 0.70 x 7.5 (stock removed under overlap
_____ + (2.31 x 30) = cfs 72-7457)

✓ Recommended capacity 0.15 cfs
✓ Recommended rate 0.06 cfs

VOLUME ✓ Season: (B / 3.5) 4/15-10/15 = 184 days
_____ Calculations: 1.8 ac x 3.5 AF/ac = 6.3 AF

✓ Flow limit: 0.06 cfs x 184 days/yr. x 1.9835 = 21.9 AF
_____ Recommended volume 6.3 AF

USES ✓ Same Nature of Use? _____ P46
_____ Amendment Needed? _____

REMARKS _____ Multiple p/d's in same 1/4? Use W32
✓ ① P/U/L 748 Bradshaw Ln Subd. ② W27/1.8 ac ③ W35/3.7 ac/13.2 AF/0.13 cfs

CONDITIONS _____ Measuring Device (R01) or Lockable Controlling Works (R02)
_____ Watermaster Control (R04) - WD # _____
250 Irrigation rate/annual volume overlap
_____ GW irrigation replaces surface water (050)
_____ GW irrigation supplements surface water (065)
_____ Water Quality
_____ Other _____

PRIORITY App Rcd 12/28/89 Due 6/1/93 Rcd 7/8/93
 Receipt# 5015572 Fee OK? Yes/No
 Order to Reinstate Needed? Yes/No Done? 8/10/93 Advanced to: 2/2/90
 Priority 2/2/90 Examined 8/15/96

COMMENTS: PPU acres; reduce acres & rate.

USE	CFS	VOLUME
<u>Dr.</u>	<u>0.06</u>	<u>6.3</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>TOTAL</u>	<u>0.06</u>	<u>6.3</u>

SRBA Overlap none
 Adjustment Memo _____
 * LICENSE LTR: P49
 #1 AMEND LTR: _____ /P38
 #2 AMEND LTR: P42/P47

* Same owner as 72-7457, combine letter.

MEMORANDUM

DATE: January 30, 1997
 TO: File No. 72-07458
 FROM: Cindy Zimmerman *CZ*
 SUBJECT: Review of Beneficial Use Field Report

The examiner recommended a permissible place of use for permits 72-07457 & 72-07458 combined. Both rights share common ownership and point of diversion, and are in adjoining subdivision lots. 72-07457 is recommended for irrigation of 1.9 acres and minimal stockwater in Lot 7; 72-07458 is recommended for 1.8 acres irrigation for Lot 8; both in Bradshaw Lane Subdivision. Each is recommended for the maximum allowable rate of diversion and annual volume. Lot 7 is wholly within NWSW, but Lot 8 spans across the line between the NWSW & NESW. The examiner did not recommend the NESW for either rights even though the system diagram identifies irrigation use in that portion of Lot 8 in the NESW. To license these permits with a permissible place of use 72-07457 would need to be amended and the exam on 72-07458 would need to be corrected to include the NESW. I recommend that each right be licensed for the uses within their own subdivision lots.

The following adjustments¹ were made on the field report to reflect my recommendation on place of use:

- C. Diversion and Delivery System.
 2. Place of use:

TWP	RGE	SEC	N E				N W				S W				S E				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13N	19E	28									GL8	GL8							
13N	19E	28									<u>0.1</u>	<u>1.7</u>							1.8

Examiner: Tara Backlund
 Examined: August 15, 1996

¹ Adjustments made are **bolded and underlined**.

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MAR 11 1997

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED

SEP 15 1996

Department of Water Resources

A. GENERAL INFORMATION

Permit No. 72-07458

1. Owner: Ernest & Dorothy McKinnon Phone No. 879-5355

Current Address: P.O. Box 336 Challis, ID 83226

2. Accompanied by: Ernest McKinnon EXAM DATE: 8/15/96

Address: SAME AS ABOVE Phone No. _____

Relationship to Permit Holder: SELF

3. Source: Salmon River tributary to Snake River

B. OVERLAP REVIEW

1. Other water rights with the same place of use: 72-07457

2. Other water rights with the same point of diversion: 72-07457

C. DIVERSION AND DELIVERY SYSTEM

1. Point(s) of Diversion:

Ident No.	Gov't Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
	8	SE	NW	SW	28	13N	19E	Custer	Quad Map & Field Exam

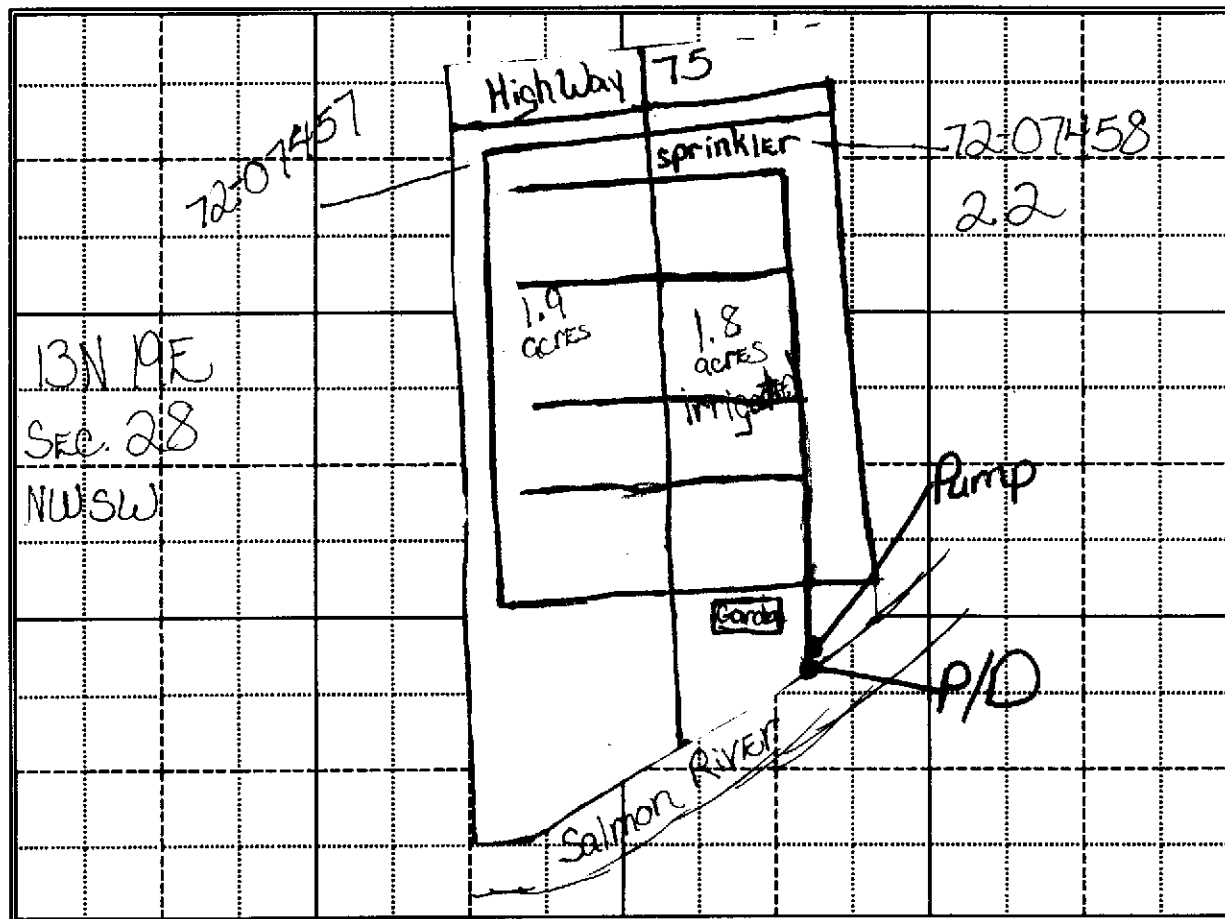
2. Place(s) of Use:

Indicate Method of Determination

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13N	19E	28										3.7							3.7*

1.8 acres is in SET PERMISSIBLE PLACE OF USE MAR 11 1987

3. **Delivery System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable.



Scale: 1" = _____

☒ Copy of USGS Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).

☐ Aerial Photo Attached (required for irrigation of 10+ acres)

☒ Photo of Diversion and System Attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	Marathon	7 1/2	YYC215TC PR 2311 AP	Berkley	81 WP

*Code to correspond with No. on map and aerial photo

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements:

E. NARRATIVE/REMARKS/COMMENTS

The permit is for .07 cfs for irrigation and .02 cfs for stock use. The McKinnons use this permit in connection with permit 72-07457. Mr McKinnon accompanied me on the exam. He had his system running. There is one pump ($7\frac{1}{2}$ h.p.) for both permits. 72-07457 is permitted for .06 cfs (irrigation) and .02 cfs (stock use). He runs two sprinkler lines out of four. There are 15 head (birds) running. The pump sets on the Salmon River at the location of SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, in Township 13 N, Range 19 E. The water is then pumped westward up hill approximately 85 ft to the pasture. This irrigates 3.7 acres in 2 days.

In a pitot tube test, the system was averaging .13 cfs.

For stock use, I have dropped it. The stock tank is usually kept on the side. 72-07457 is on. The McKinnons only have 5 horses that was given beneficial use on 72-07457.

The permit was for 2.2 acres. In examining the property, I found that the 2.2 acres includes the whole property including a garden and the slope going to the river. The actual acreage being irrigated is 7.8 acres. In combining the two permits, the diversion should be no more than .12 cfs for 3.7 acres. The volume is for 6.3 afa and when combined, it is 12.95 afa. This permit is for .06 cfs = irrigation, and .02 cfs for stock use.

Have conditions of permit approval been met? ☒ yes ☐ no

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MAR 11 1987

F. FLOW CALCULATIONS

Additional Computation Sheets Attached

Measured Method: Pitot tube - measured 6 of 15 nozzles; $\frac{5}{32}$ size

$\frac{5}{32}$ nozzle @ 30 psi = 4.01 gpm

$4.01 \times 15 = 60.15$ gpm

$60.15 \text{ gpm} / (448.8) \text{ cfs} = .13 \text{ cfs}$

Permitted for .07 cfs

Allow $1.8 \times 0.03 \approx 0.06 \text{ cfs}$

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 1.8 \times 3.5 = 6.3 \text{ afa}$

$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = .06 \times 215 \times 1.9835 = 25.6 \text{ afa}$

$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 6.3 \text{ afa}$

2. Volume Calculations for Other Uses:

H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Irrigation	5-1	11-1	.06	6.3 afa
Totals:			.06 cfs	6.3 afa

2. Recommended Amendments

☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☒ None
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

I. AUTHENTICATION

Field Examiner's Name Bra L. Backlund Date 9/3/96

Reviewer _____ Date _____

SEAL

* Adjustments made during review of this right for license approval.
See Memo for additional information. 11/20/97

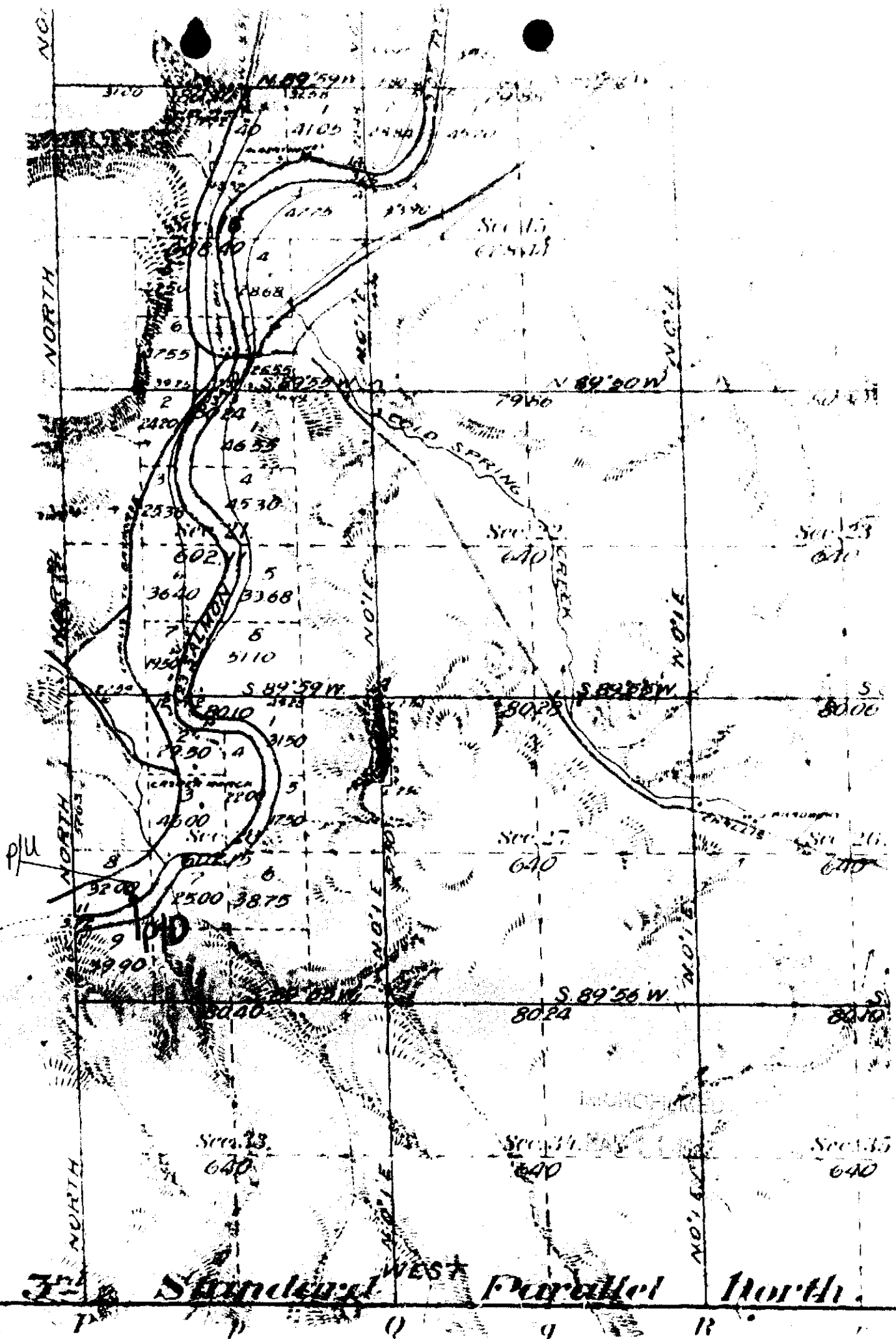
Sec. 17.

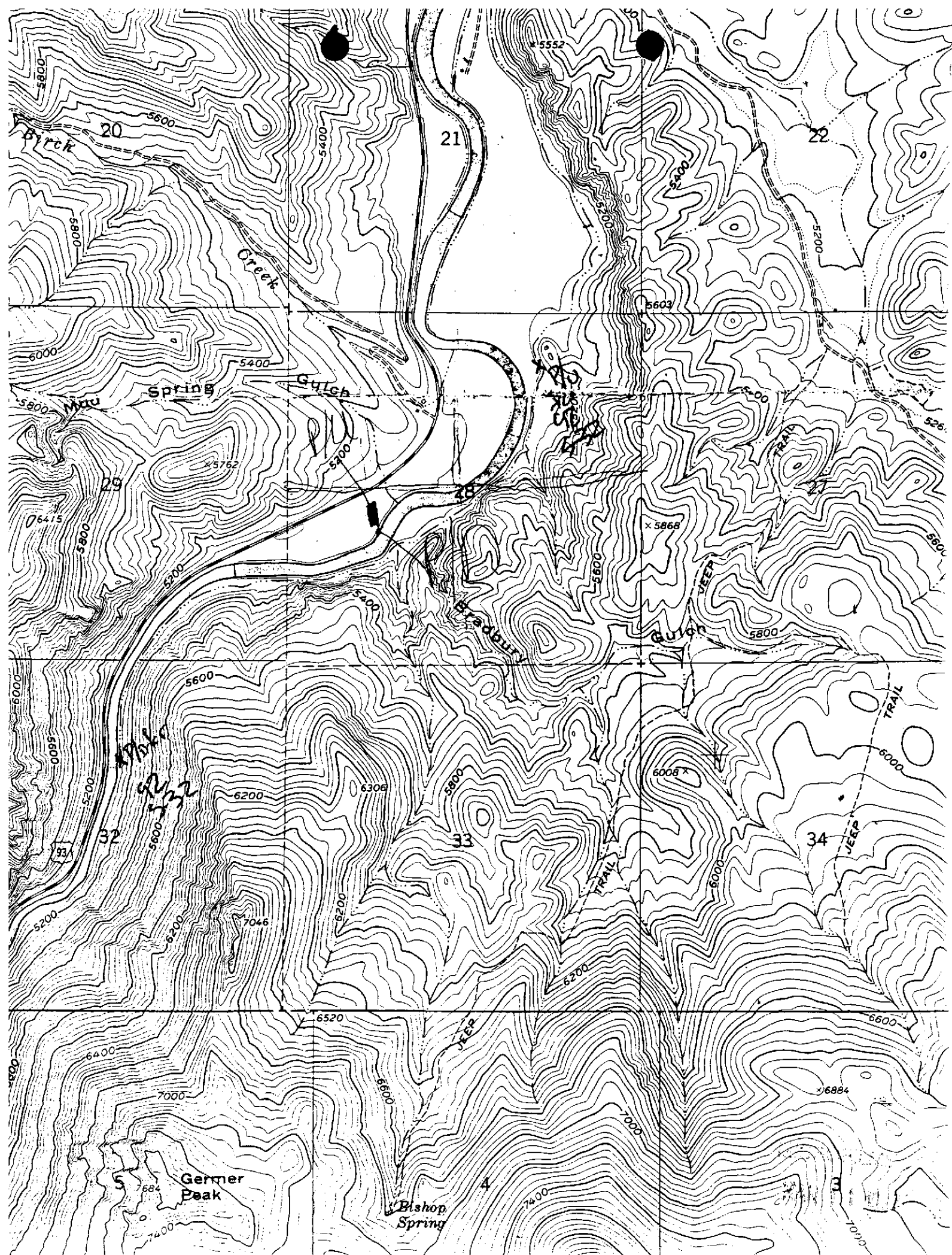
13N
19E

Sec. 20.

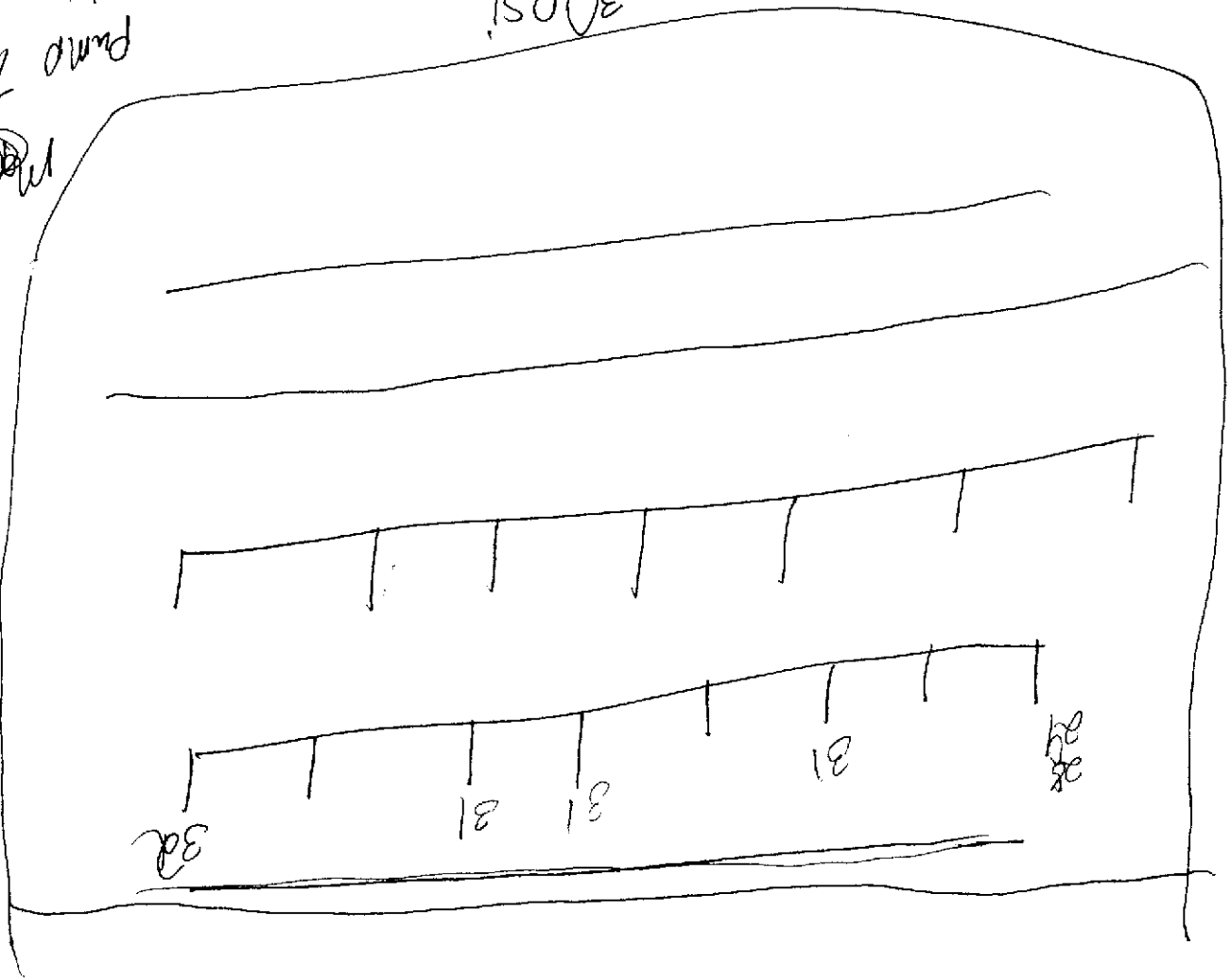
Sec. 29

Sec. 32





15 heads
two line running



rain bird 30 H 30 psi
5/32 changes nozzles

pump 75 hp

Bentley
model 8114

motor

Marathon

~~30 psi~~ VCA13TCPR7311

also water lawn
with pump

$$\begin{array}{r} 30 \\ 6 \overline{) 182} \end{array}$$

$$\begin{array}{r} 182 \\ 32 \overline{) 5824} \end{array}$$

$$\frac{12}{18}$$

SECTION 28

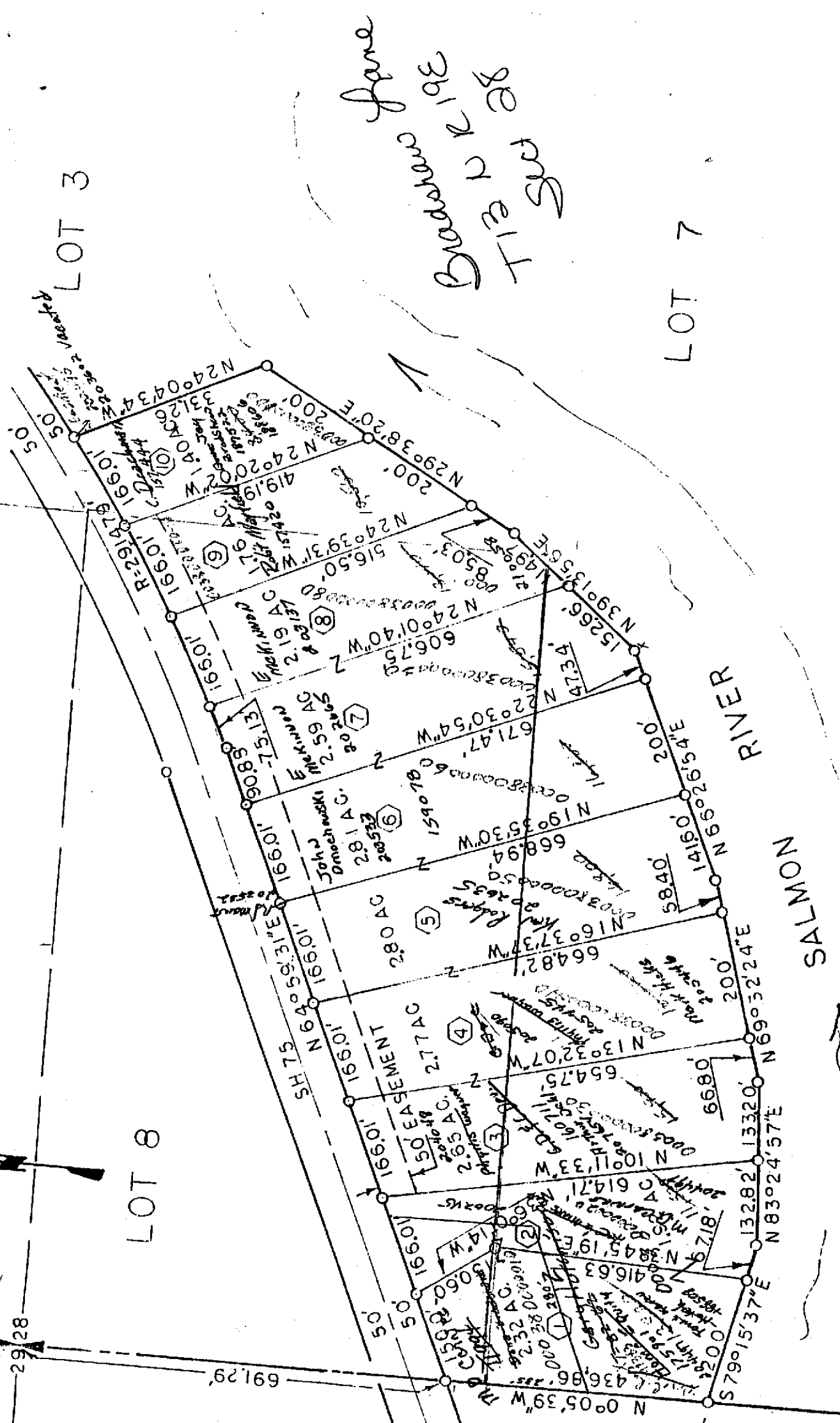
T 13N., R. 19E., BM

Surveyor's Certificate
I, W.B. Kneen
Civil Engineer, that I have surveyed the
Boundary Description attached and
staked on the ground and shown as
shown hereon. I further certify that
Copy of the original plat
STATE OF IDAHO

Boundary Description
A portion of Lot 8 & Lot 3 of Section 28, Township 13 North, Range 19 East, the easterly boundary corner thereof, the easterly boundary of U.S. Highway No. 1070.93 feet; thence easterly along boundary, being a 2914.70 foot and 524.04' 34"E — 331.26' to a point in thence south westerly following the bearing S 29° 38' 20"W — 485.03', S 69° 32' 24"W — 325.20', S 83° 24' 33"W — to a point in the west line of Lot 3, 436.86' along said west line to the Subject to a 50' Easement for an acc

Owner's Dedication
KNOW ALL MEN BY THESE PRESENTS
Owners of the tract of land described
hereon, have caused the same to be
hereafter known as BRADSHAW L
Idaho as shown on the map attached
IN WITNESS WHEREOF: We have here
day of March, A.D. 1980

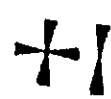
Acknowledgement
State of IDAHO
County of Custer
BE IT REMEMBERED: That on this 1 day
personally appeared before me, the undersigned
for said State and County, the signers of



LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- 1/2" STEEL ROD — LOT CORNER
- LOT NO.
- 50' EASEMENT LINE FOR STREET
- 1 INCH = 200 FEET

Engineer's Approval
I have examined the foregoing Plat
as shown hereon and
attest to its correctness for recording



LOT 9

LOT 7

LOT 8

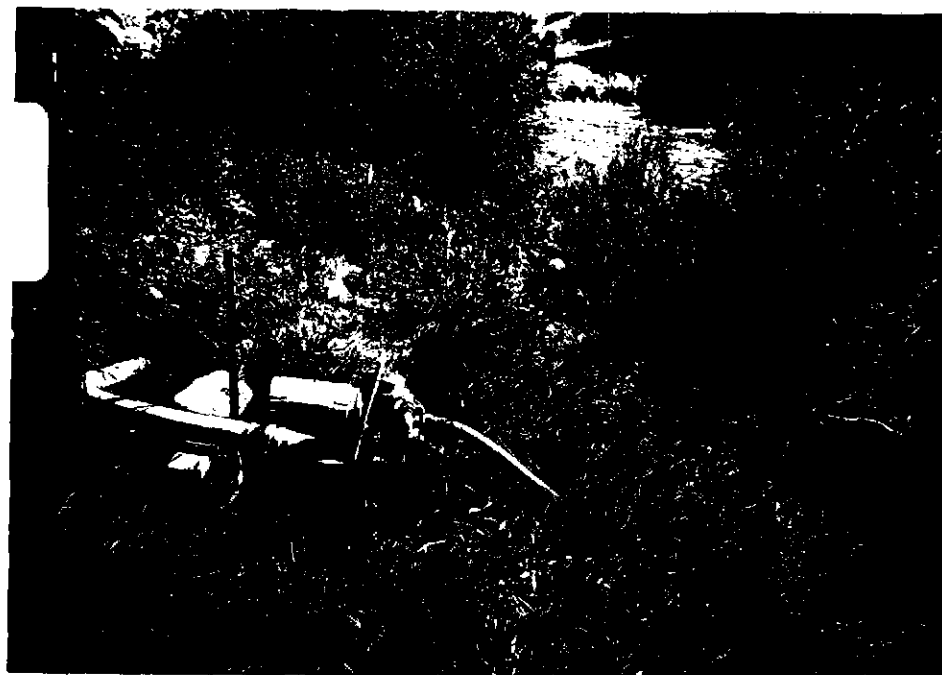
LOT 3

72-07458
PASTURE/PLACE OF USE
LOOKING NORTHEAST
SPRINKLERS VISIBLE



72-07458
P/D SALMON RIVER
SE1/4 NW 1/4 SW1/4
SECTION 28, T13N R19E

72-07458
PUMP USED FOR DIVERSION



STANDARD LABEL
PAGE 11 507

August 20, 1993

C & D ENTERPRISES INC.
74 S. 1ST E.
TREMONTON UT 84337

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 72-07458

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. Enclosed is an order advancing the priority of the permit since the proof was received after the proof due date. The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

If you have questions concerning this matter, please feel free to contact the SOUTHERN Regional Office in Twin Falls at (208)736-3033.

Sincerely,

Karen L. Gustafson
Secretary/Records Manager

c: IDWR - Region

Enclosure

RECEIVED

AUG 31 1993

ANALYSIS SHEET
FOR
PROOF OF BENEFICIAL USE

Permit No. 72-07458

Reviewed by Wg Date 7/12/93

GENERAL CONSIDERATIONS

TYPES OF USE

yes Name same as permit?
no Address same as permit?
no Proof timely received?
If not, complete calculation below.

irrigate 2.2
yes Correct Uses?

SOURCE OF WATER

✓ Surface water source
Ground water source

NA Drilling permit required?
Copy in the file? Drilling Permit No. _____
Amount paid for permit _____ Correct?
Well log in the file?

LICENSE EXAMINATION FEE

yes Required?
50 Amount Submitted
yes Correct?

MEASURING DEVICE

NA Required?
Installed?
Waiver requested?

PRIORITY CALCULATION

Date proof received 7/7/93 188
Date proof due 6/1/93 - 152
No. of days late = 36
Priority Date 12/28/89 + 362
New Priority Date 2/2/90 398
- 365
33

DEFICIENCIES OR ACTION ITEMS

proof acceptable

DATA ENTRY

New Address PO Box 336 Challis, ID 83226 *states* *Wg* *needs an order* Proof Made 7/7/93



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

August 9, 1993

Ernest and Dorothy McKinnon
327A S 230 W
Jerome, ID 83338

Re: Permit No. 72-07457 and 72-07458

Dear Permit Holder:

We acknowledge receipt of the correspondence and assignment of permit form transferring ownership of the above referenced water right to you. I have modified our computer records to reflect this change in ownership.

If you have any questions or if I can be of any further assistance, please feel free to contact me.

Sincerely,

Karen L. Gustafson
Secretary/Records Manager

C: IDWR - Regional Office

AUG 31 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

July 15, 1993

Ernest & Dorothy McKinnon
327A S 230 W
Jerome, ID 83338

Re: Permit nos. 72-07457 and 72-07458

Dear Mr. and Mrs. McKinnon:

The Department is in receipt of the Notice of Change of Water Right Ownership forms you sent in connection with my last correspondence. Please note that the Department already has these forms on file. Unfortunately, they are not the forms needed to assign the above referenced water rights to you. The forms you sent are used in reference to adjudication claims and are used on licensed water rights only.

As I explained before, the water rights listed above are still permits and, therefore, personal property. They do not automatically transfer when the land is sold. Therefore, unless the water rights are specifically addressed in the deed of sale, they remain the property of the person or company who originally obtained them.

Again, as I explained before, in order to place these permits in your name, C & D Enterprises needs to complete the enclosed assignment forms and return them to the Department. In the last few months, C & D Enterprises has assigned numerous water rights to new owners, and are fully aware of this requirement. I have enclosed the assignment forms again for your convenience.

If you have any questions, or if I can be of any further assistance, please feel free to contact me.

Sincerely,


Karen L. Gustafson
Secretary/Records Manager

Enclosure

RECEIVED

AUG 31 1993



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

July 12, 1993

Ernest L and Dorothy E McKinnon
PO Box 336
Challis, ID 83226

Re: Permit Nos. 72-07457 and 72-07458 in the name of C & D Enterprises

Dear Mr and Mrs McKinnon:

The Department is in receipt of the proof of beneficial use filed in connection with the above referenced permit. However, Department records indicate that this permit does not belong to you, but rather, it belongs to C & D Enterprises. Therefore, the Department cannot accept the proof of beneficial use from you at this time.

Since a water right permit is personal property, it does not automatically transfer when the land is sold. It remains the property of the individual or company that applied for and obtained the permit.

In order for this permit to be placed in your name, one of two things must occur. First of all, C & D Enterprises will need to complete the enclosed Assignment form and return it to the Department. Or, if the deed of sale specifically addresses the water rights, you need to forward a copy of the Department.

Once the Department has received either the deed of sale addressing the water rights or the assignment form from C & D Enterprises, the Department will place the permit in your name and accept the proof of beneficial use as filed.

The Department will allow 30 days from the date of this mailing for you to submit the appropriate forms. In the mean time, if you have any questions, or if I can be of any further assistance, please feel free to contact me.

Sincerely,

Karen L. Gustafson
Secretary/Records Manager

Enclosure

RECORDED

AUG 31 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

June 1, 1993

Ernest and Dorothy McKinnon
327A South 230 West
Jerome, ID 83338

Re: Permit No. 72-07458

LAPSE NOTICE

Dear Permit Holder:

Under the provisions of Section 42-218a of the Idaho Code, you are hereby notified that the above referenced permit has lapsed since the Department could not approve the request for extension of time you submitted.

You can file a new application within one year of the time you actually intend to develop a water right. Since Idaho is now under a mandatory permit procedure to develop a water right, the new application will provide an additional period of time for development, although the priority date will be later in time.

Should you wish to file a proof of beneficial use on that portion of the permit that you may have developed, you must do so within 60 days of the date of this lapse notice. However, your priority date is being penalized one day for every day the proof is received late.

If you have any questions or if we can be of any further assistance, please feel free to contact our office.

Sincerely,

L. Glen Saxton
Chief, Water Allocation Bureau

CERTIFICATION OF MAILING

I hereby certify that on 6/1/93
~~a copy~~ an original of this document was
deposited in the United States mail,
postage prepaid addressed to the
individual(s) named above.

RECORDED

AUG 31 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

April 6, 1993

Ernest and Dorothy McKinnon
327A South 230 West
Jerome, ID 83338

RE: Permit No. 72-07457 and 72-07458

Dear Permit Holder:

Enclosed is a copy of the denied request for extension of time which you submitted to the department in connection with the above referenced permit. Section 42-204, Idaho Code, provides that you must diligently pursue the completion of the proposed project.

Within one year of the time you actually intend to develop and beneficially use the water, I suggest that you file a new application. Since Idaho is under a mandatory permit procedure to develop a water right, the new application will provide an additional period of time for development, although the priority date will be later in time. There is, however, a moratorium currently in place for most new applications. While the Department will accept the application, it may be some time before we are able to process it.

Please feel free to contact any of our regional offices if you wish assistance in completion of the new application.

Sincerely,

L. GLEN SAXTON
Chief, Water Allocation Bureau

Enclosure

C: IDWR - Regional Office

RECORDED

AUG 31 1993

ANALYSIS SHEET
FOR
EXTENSION OF TIME

Permit No. 72-07458 Reviewed by Klg Date 4/1/93

BASIC INFORMATION

4/1/93 Date stamp received
yes Extension received timely
yes Fee received and receipted
no Name and signature same as permit
no Address Change

BASIS FOR EXTENSION REQUEST

_____ Has adequate work been completed to demonstrate due diligence?
_____ Has the permit been involved in litigation?
_____ Is supporting documentation needed to complete the file? Requested? _____
_____ Is delay by a government agency?
_____ Is supporting documentation needed to complete the file? Requested? _____
_____ Is the project more than 25,000 acre feet for irrigation or 10,000 acre feet for a reservoir?

ACTION TAKEN *adjudication change of ownership received*
Recommend for denial for failure to diligently pursue

PRIORITY CALCULATION

Date extension received	_____	=	_____
Proof due date	_____	=	_____
Number of days late	_____	=	_____
Priority date	_____	=	_____
New Priority Date	_____	=	_____

DATA ENTRY

New Address _____
Change Proof Due Date _____
Change Priority Date _____

Please print or type
(see instructions on back of page)

LEGAL DESCRIPTION OF PROPERTY: Township 13N Range 19E
Section 28, NE 1/4 of SW 1/4 of 1/4 Govt. Lot 3, BM. & NW $\frac{1}{4}$ SW $\frac{1}{4}$ Lot 8
Lot 8, Block, Subdivision/Townsite Bradshaw Lane

**Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner**

COPY

0203136

Custer County Req. of

Salmon River Realty

WHEN RECORDED MAIL TO

Time 1:30 P.M.

11-2 1992

Ethel M. Peck, Clerk

Deputy

\$ 18.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on October 27, 1992

The trustor is Ernest L. McKinnon and Dorothy E. McKinnon

("Borrower"). The trustee is Custer County Title

("Trustee"). The beneficiary is C & D Enterprises

, which is organized and existing under the laws of Utah

, and whose address is 756 N. 300 E.

Tremonton, UT 84337 ("Lender"). Borrower owes Lender the principal sum of Seventeen thousand and no/100

Dollars (U.S. \$ 17,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2007

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Custer

County, ~~Idaho~~ Idaho

Lot 8 Bradshaw Lanes, Custer County, Idaho, as shown by the official plat thereof, now on file at said county recorder's office.

which has the address of Lot 8 Bradshaw Lanes S Hwy 95, Challis

[Street]

[City]

Idaho 83226 ("Property Address");

[Zip Code]

UTAH—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-UT 2/14/91

RECORDED

Form 3045 9/90 (page 1 of 6 pages)

AUG 31 1993

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

Form 3045 9/90 (page 2 of 6 pages)

RECORDED

AUG 31 1993

203136

periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

AUG 31 1990

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

Form 3045 9/90 (page 4 of 6 pages)

AUG 31 1993

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of the sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may in accordance with applicable law, postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security

203136

Instrument; and (c) any excess to the person or persons legally entitled to it or the county clerk of the county in which the sale took place.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. **Request for Notices.** Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider
☐ Graduated Payment Rider
☐ Balloon Rider
☐ Other(s) [specify]

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Rate Improvement Rider

- ☐ 1-4 Family Rider
☐ Biweekly Payment Rider
☐ Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Ernest L. McKinnon
 Ernest L. McKinnon

(Seal)
 -Borrower

Social Security Number 551-31-9555

Dorothy E. McKinnon
 Dorothy E. McKinnon

(Seal)
 -Borrower

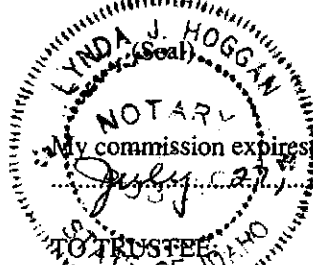
Social Security Number 530-18-3227

[Space Below This Line For Acknowledgment]

IDAHO
 STATE OF UTAH, Custer County ss:

The foregoing instrument was acknowledged before me this 30
 day of October by Ernest L. McKinnon
and Dorothy E. McKinnon

(include name, title and representative capacity, if any).



Lynda J. Hoggan
 Notary Public

Residing at: Challis, ID

REQUEST FOR RECONVEYANCE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date:

AUG 31 1993

March 31, 1993

C & D ENTERPRISES INC.
74 S. 1ST E.
TREMONTON UT 84337

PROOF DUE NOTICE

RE: PERMIT NO. 72-07458

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before June 1, 1993. (See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

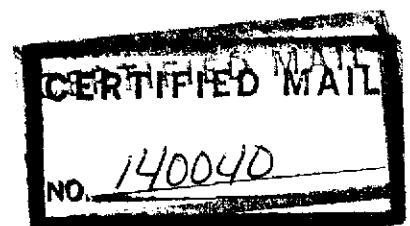
SINCERELY,

Karen L. Gustafson
Secretary/Records Manager

Enclosures

RECEIVED

AUG 31 1993



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

DEPARTMENT OF WATER RESOURCES

Statehouse
Boise, Idaho 83720
(208) 327-7900
May 10, 1990

C & D ENTERPRISES INC.
74 S. 1ST E.
TREMONTON, UT 84337

PERMIT APPROVAL NOTICE

RE: PERMIT NO. P72-07458

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. We direct your attention to the conditions of approval on the final page.

Please note the requirement that as a permit holder you must commence the excavation or construction of diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The enclosed blue card must be completed and returned to this office as soon as you commence construction, no later than one year from the date the permit was approved.

We have enclosed a form entitled "Instructions for Proof of Beneficial Use". Please read the instructions carefully since you must take further action to develop this permit into a license.

Sincerely,

GARY SPACKMAN, Supervisor
Water Right Permits Section

GS: SC
Enclosures

MICROFILMED

JUN 26 1990

Form No. 202a
4/87

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT ANALYSIS SHEET

INITIAL REVIEW BY DRJ DATE 1/4/90 APPLICATION NUMBER 72-07458

REQUIRED INFORMATION

☒ Name (If applicant is a corporation or partnership, names must be provided for the director, officers, & other partners.)
☒ Address
☒ Source (See USGS Quad for names of water sources)
☒ Point of Diversion (10 acres for spring, lot & block descriptions for subdivisions, local name, flow and/or volume)
☒ County
☒ Quantity (flow and/or volume)
☒ Period of Use
☒ Nature of proposed use (Include description of use.)
☒ Description of diverting works
☒ Time required for beneficial use of water
☒ Place of use or acres irrigated
☒ Map
☒ Signature (If applicant is corp. partnership, or municipality, title of signator is required)
☒ Fee
☒ Yes ☐ No* In form to receipt ***PROPOSED PRIORITY DATE 12/28/89

ADDITIONAL INFORMATION

☒ Overlapping place of use (Describe source & relationship to present application on the back.)
☒ Overlapping point of diversion
☒ Yes ☐ No Field check required
☒ Yes ☐ No Field check by _____
☒ Yes ☐ No Field report attached
☒ Yes ☐ No Critical groundwater area
☒ Yes ☐ No Groundwater management area
☒ Yes ☐ No Send dam safety information
☒ Yes ☐ No Send power requirement letter
☒ Yes ☐ No Send fish farm requirement letter
☒ Yes ☐ No Power residency affidavit
☒ Yes ☐ No Power efficiency form
☒ Yes ☐ No Within trustwater boundary (If yes, attach trust water supplementary analysis sheet.)
☒ Yes ☐ No Diversion greater than 5 cfs or 500 acre ft. (If yes, attach large diversion supplementary analysis sheet.)
☒ See reverse side for additional information

SWAN FALLS HOLD? _____

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT

Date Requested _____

PROCESSING ☒ Yes ☐ No In form for advertising
☐ Yes ☒ No Statewide advertising
☒ Yes ☐ No Fee amount, receipt date & No. recorded on application

SEND COPIES TO ☐ Idaho Dept. of Health & Welfare ☐ U.S. BLM
☐ Idaho Dept. of Fish & Game ☐ U.S. Forest Service
☐ Idaho Dept. of Lands ☐ Water District
☐ Adjudication Bureau Unit ☐ Other

FINAL REGIONAL PROCESSING REVIEW

☒ Yes ☐ No Affidavit of publication received
☒ Yes ☐ No Application published correctly. If not, record action taken.

☒ Yes ☐ No ~~Publication dates & paper~~, recorded on application
☐ Yes ☒ No Protests received
Final date for protest 2/5/90
☐ Yes ☒ No Protests, dates, resolution of protest, recorded on application
☐ Yes ☒ No Recommendations attached
☐ Yes ☒ No Measuring device required
☐ Yes ☒ No Access port required
☐ Yes ☒ No Will water be delivered by watermaster? If yes, what Dist. _____
☒ Yes ☐ No Special conditions of approval or cover letter below. _____

264
Date of priority recommended 12/26/89 See below for additional information
By L. Ann O. Hulse Date 4/10/90

STATE OFFICE REVIEW

P17 26
By KW See below for additional information
Date 4-24-90

ADDITIONAL INFORMATION

Replacement of 72-2069
Allow 3 yrs. for B/U development

08-Jan-1990

C & D Enterprises Inc.
74 S. 1st East
TREMONTON UT 84337

Re: Applications for Permit Nos. 72-07453, 72-07454, 72-07455,
72-07456, 72-07457, 72-07458, 72-07459

Dear Applicant (s):

The Department of Water Resources acknowledges receipt of your water right applications for permit. The applications have been assigned the above referenced identification numbers. Please refer to these numbers in all further correspondence.

This office will be advertising the applications in the Challis Messenger on 1/18 & 1/25/90. A period of ten days following the second publication will be allowed for the submittal of protests.

If the applications are protested you will be sent a copy of the protest. The protest must be resolved before the applications are approved or denied. If the protest is not resolved voluntarily, this Department will conduct a conference and/or hearing on the matter.

If the applications are not protested, they will be forwarded to our State Office in about five weeks. State office personnel will conduct a complete review prior to final processing of the applications and will notify you of the outcome of this review. When a permit is issued, you will be sent a copy. A typical processing time for an unprotested application is about eight weeks.

Please feel free to contact this office if you have any questions regarding this procedure.

Very truly yours,

Douglas Jones, E. I. T.
Water Resources Engineer

DJ:MB

RECEIVED

JUN 26 1990

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Southern Region
2148 4th Avenue East
Twin Falls, ID 83301
(208)734-3578

JANUARY 5, 1990

CUSTER PUBLISHING COMPANY
P.O. BOX 405
CHALLIS, ID 83226

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before FEBRUARY 5, 1990.

Yours truly,

Mary Baldwin
Secretary/Office Coordinator

Enclosure

RECEIVED

JUN 20 1990

72-07458

C & D ENTERPRISES INC.
74 S. 1ST EAST
TREMONTON, UT 84337

Source: SALMON RIVER

Tributary: SNAKE RIVER

Diversion Pt: LOT 3 (NESW) Sec 28 T 13N R 19E
LOT 8 (NWSW) Sec 28 T 13N R 19E

Use: IRRIGATION (.070 CFS)
STOCKWATER (.020 CFS)
Total Diversion: (.090 CFS)

Date Filed: 12/28/1989

In: T13N R19E S28 Lot 3 (NESW) Lot 8 (NWSW)

2.2 ACRES TOTAL

RECORDED

JUN 26 1990

71

**NOTICE OF APPLICATION
FOR WATER RIGHT**

The following application(s) have
been filed to appropriate the pub-
lic waters of the State of Idaho:

72-07458 ✓

C & D ENTERPRISES INC.
74 S. 1ST EAST
TREMONTON, UT 84337
Source: SALMON RIVER Tribu-
tary: SNAKE RIVER
Diversion Pt: LOT 3 (NESW) Sec
28 T 13N R 19E
LOT 8 (NWSW) Sec 28 T 13N R
19E

Use: IRRIGATION (.070 CFS)
STOCKWATER (.020 CFS)
Total Diversion: (.090 CFS)
Date Filed: 12/28/1989
In: T13N R19E S28 Lot 3
(NESW) Lot 8 (NWSW)
2.2 ACRES TOTAL

72-07459

C & D ENTERPRISES INC.
74 S. 1ST EAST
TREMONTON, UT 84337
Source: SALMON RIVER Tribu-
tary: SNAKE RIVER
Diversion Pt: LOT 4 (SWSWNE)
Sec 28 T 13N R 19E
Use: IRRIGATION (.150 CFS)
STOCKWATER (.020 CFS)
Total Diversion: (.170 CFS)
Date Filed: 12/28/1989
In: T13N R19E S28 Lot 4
(SWNE) Lot 3 (SENW)
5.0 ACRES TOTAL

The permit(s) will be subject to
all prior water rights. Protests
must be filed with the Director,
Dept. of Water Resources, South-
ern Region, 2148 4th Avenue East,
Twin Falls, Idaho 83301 on or be-
fore FEBRUARY 5, 1990.

R. KEITH HIGGINSON, Director
Pub: Jan. 18 & 25, 1990.

OK
TJ 1-19-90

MICROFILMED

JUN 26 1990

The permit(s) will be subject to all prior water rights. Protests must be filled with the Director, Dept. of Water Resources, Southern Region, 2148 4th Avenue East, Twin Falls, Idaho 83301 on or before FEBRUARY 5, 1990.

R. KEITH HIGGINSON, Director

Published 1/18/1990 & 1/25/1990

RECEIVED
JUN 26 1990