

1987 map for 3324

#1538
9090

OUT TR
To Madi
Stan Nev

34 35
3 2

HEL
0
141.9

10.6

31.1

31.2

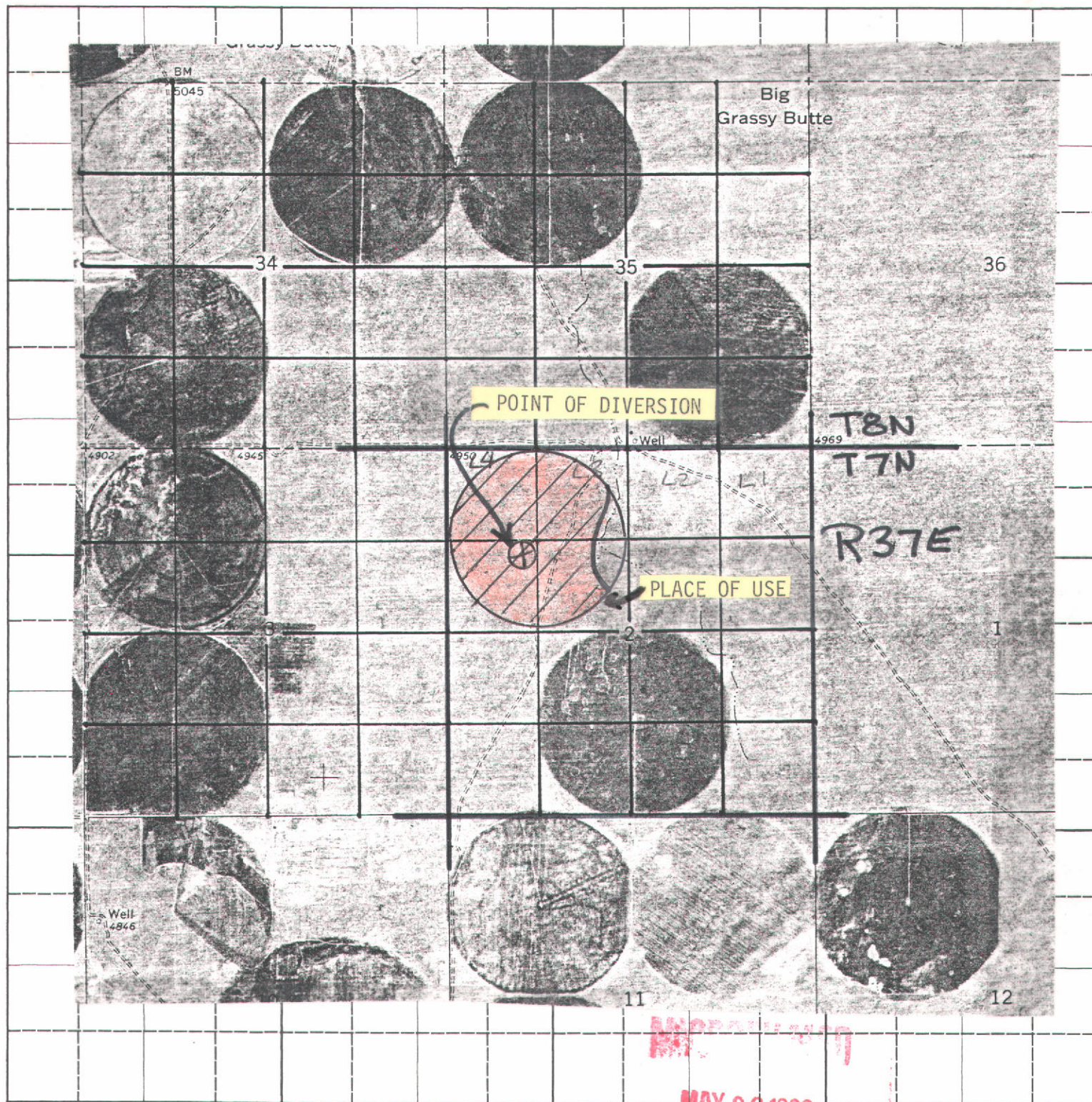
8.5

HEL
②

81.4

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13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

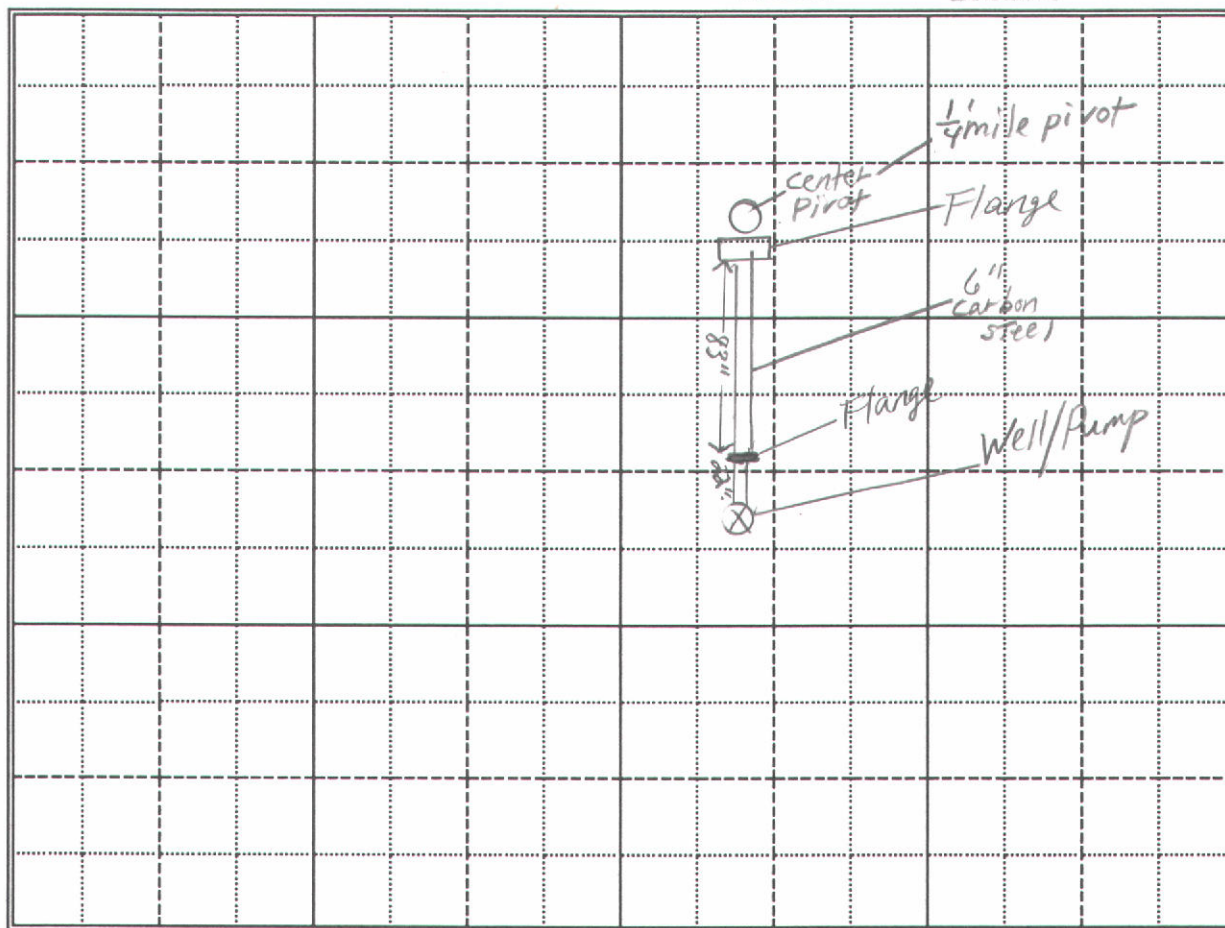


Scale: 2 inches equal 1 mile.

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

Cherie L. Sawyer (personal representative)
(Applicant)

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
	High Thrust U.S. Electrical Motors	100	R-9983-04-215	—	—

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

D. FLOW MEASUREMENTS

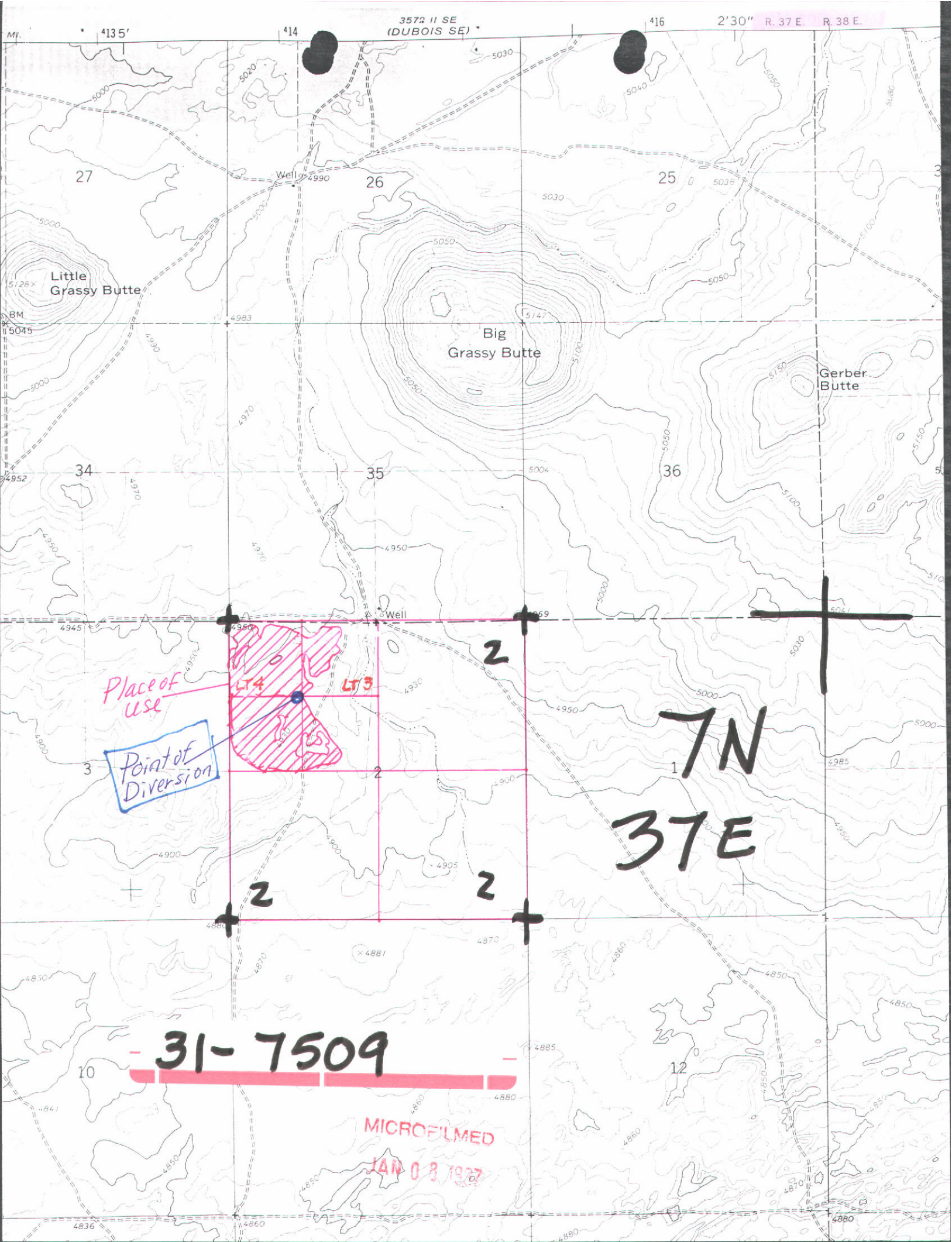
1.

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

2. Measurements: Polysonic - 4 readings at 2 minute intervals.
High average - 2.37 CFS.

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3572 11 SE (DUBOIS SE)

2'30" R. 37 E. R. 38 E.

Little Grassy Butte

Big Grassy Butte

Gerber Butte

Place of Use

Point of Diversion

LT 4

LT 3

31-7509

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JAN 03 1987

Place of
Point of
Division of

POD

31-7509

7N
37E

2

2

2

35

12

HEL
1419

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814

HEL
1358

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413

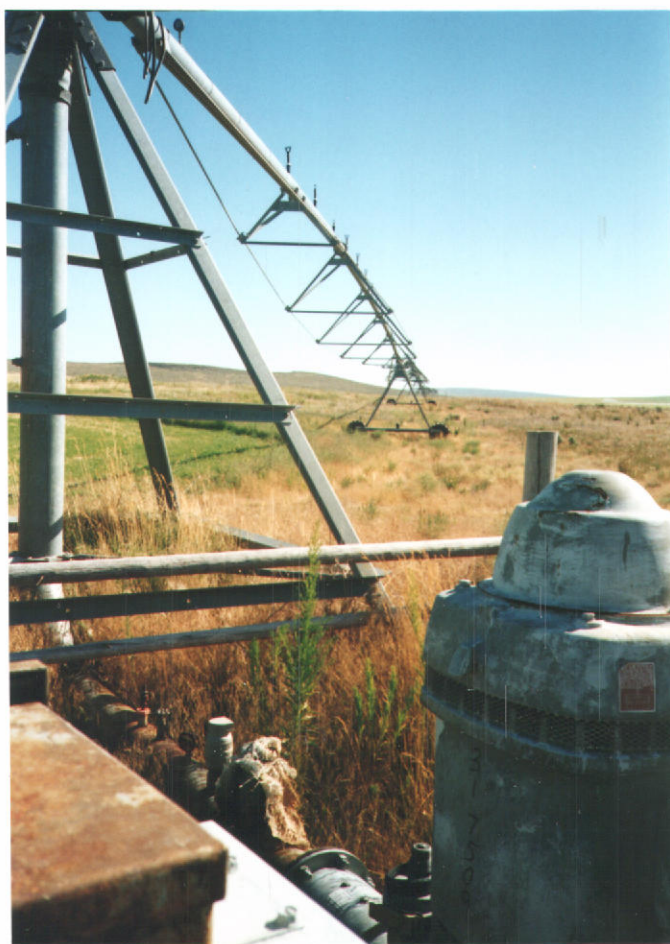
HEL
1327

2

35

2

34
2
12



31-7509

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JAN 08 1997

The Jefferson Star
Rigby, Idaho

AFFIDAVIT OF PUBLICATION

State of Idaho)
) ss
County of Jefferson)

I, Christine Fee

of the Jefferson Star, published weekly at
Rigby, Jefferson County, Idaho, do
solemnly swear that the

Notice of Application,
a copy of which notice appears attached
hereto, was published in the regular and
entire issue of said newspaper, and not in
any supplement issue thereof for 2
consecutive issues, the first publication
having been made on May 4, 94
and the last publication having been made
on May 11, 94.

Further, that said newspaper is one of
general circulation in said county; that it is a
legal newspaper, conforming to legal
specifications under the Idaho Statutes; that
it has at least two hundred bona fide
subscribers living within the county of
publication; and that it has been
continuously and uninterruptedly published
in said county during a period of seventy-
eight consecutive weeks prior to the first
publication of the said notice.

Christine Fee

On this 16 day of May
in the year of 1994, before me, a Notary
Public, personally appeared

Christine Fee,

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 she
executed the same.

Capital Letter
Notary Public of Idaho

Residing at 1032 N. 1100 E. - Shelley ID

My commission expires March 8, 1999

**NOTICE OF APPLICATION FOR
TRUST WATER RIGHT**

31-07509

SAUREY, EST. OF REED

3778 N. 2000 W.

REXBURG, ID 83440

Source: GROUNDWATER

Diversion Pt: SWNW Sec 2 T 07N R

37E in JEFFERSON County

Use: IRRIGATION (2.280 CFS)

Total Diversion: (2.280 CFS)

Date Filed: 10/27/1988

In: JEFFERSON County

T07N R37E S02 Lot 3 (NENW) Lot 4

(NWNW) SWNW SENW

114.0 Acres total

Applicant contends irrigation has
taken place since 1982

The permit(s) will be subject to all
prior water rights. Protests may be sub-
mitted based on the criteria of Sec. 42-
203A, Idaho code and/or the new public
interest criteria of Sec. 42-203C, Idaho
Code. Protests must be filed with the
Director, Dept. of Water Resources,
Statehouse Mail, Boise, Idaho 83720 on
or before MAY 23, 1994.

R. Keith Higginson, Director
Published in the Jefferson Star,
Rigby, Idaho, May 4 and 11, 1994.

RECORDED

MAY 22 1996

OK BAC

STATE OF IDAHO DEPARTMENT OF WATER RESOURCES NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
-----------------------	------------------------------	-------	-----------------------	------------------------------	-------

31-07509

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2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former
Owner/Claimant(s)

D.C. Neville & Sons
945 N 2000 W Rexburg ID 83440

4. New Owner/Claimant(s)

Stan, Barbara Scott, Pam Neville
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or **PER PHONE CALL TO**
PAN NEVILLE 4.3.01
Ket

New Mailing Address

2263 W 1000 N

City, State and ZIP Code

Rexburg Idaho 83440

New Telephone Number

208 356-4130

5. Date you acquired the property

NOV. 22 1995

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6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Stephen D. Jewell, Barbara Jewell
Scott Jewell, Sam Jewell

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by <u>J. Mason</u>	Date <u>4/3/01</u>	Fee <u>\$25.00</u>
Received by <u>J. Mason</u>	Date <u>4/3/01</u>	Receipt No. <u>C053010</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

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APR 11 2001

WARRANTY DEED

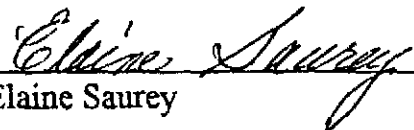
FOR VALUE RECEIVED, Elaine Saurey, a single woman, of Rexburg, Idaho, hereinafter called "Grantor," does hereby grant, bargain, sell and convey unto Stan D. Neville and Barbara Neville, husband and wife, of Hamer, Idaho, and Scott C. Neville and Pam Neville, husband and wife, of Rexburg, Idaho, hereinafter called "Grantee," the following described real property located in Fremont and Jefferson Counties, Idaho, to-wit:

See attached Exhibit A

TOGETHER with any and all improvements and appurtenances thereto; rents, issues and profits thereof; and reversions and remainders.

Grantor covenants and warrants that fee simple title, to the property, is conveyed to Grantee by this Deed, free from all encumbrances except those noted or of record.

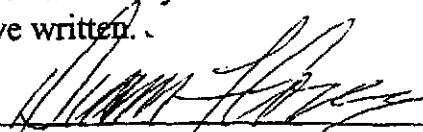
DATED this 22 day of November, 1995.


Elaine Saurey

STATE OF IDAHO,)
 ss.
County of Madison.)

On this 22nd day of November, 1995, before me, the undersigned, a Notary Public in and for said State personally appeared Elaine Saurey, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

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



Notary Public for Idaho
Residing at: Rexburg
Commission Expires: 8-3-99

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APR 11 2001

MICRO

EXHIBIT A

FREMONT COUNTY

TOWNSHIP 8 N, RANGE 37 E, BOISE MERIDIAN, FREMONT COUNTY, IDAHO.

Section 35:

The SE1/4, less: commencing at the SW corner of the SE1/4 of said Section 35 and running thence E 200 ft; thence N 300 ft; thence W 200 ft; thence S 300 ft to the point of beginning.

JEFFERSON COUNTY

TOWNSHIP 7 N, RANGE 37 E, BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO

Section 3:

Lot 1
Lot 2
S1/2NE1/4

Section 2:

Lot 3, excepting therefrom: commencing at the NE corner of lot 3, of said section 2, and running thence S 400 ft; thence W 300 ft; thence N 400 ft; thence E 300 ft to the point of beginning.

Lot 4
S1/2 NW1/4
W1/2SE1/4
E1/2SW1/4

W1/2SW1/4, excepting therefrom: commencing at the NW corner of the SW1/4 of said section 2, and running thence E 850 ft; thence S 900 ft; thence W 850 ft; thence N 900 ft to the point of beginning.

The property located in Jefferson County, Idaho, Township 7 N Range 37 E, Section 2, is subject to easements of record including an easement granted initially by Reed Saurey and Elaine Saurey in favor of Allen Weaver, his heirs and assigns, recorded as instrument number 251153 in the records of Jefferson County, Idaho, and subject to an easement in favor of Blain Larsen and Connie Larsen granted by Elaine Saurey, a widow, and recorded as instrument number 256810 in the records of Jefferson County, Idaho.

Together with a perpetual roadway easement for access to and from those lands in Jefferson County located in Township 7 N, Range 37 E, Boise Meridian, Section 3 and

FILED
APR 11 2001

those Jefferson County Lands located in Township 7 N, Range 37 E Boise Meridian Section 2, which roadway easement is described as follows: Commencing at the NW corner of the SW1/4 of Section 2, Township 7 N, Range 37 E, Boise Meridian, and running thence E 40 ft; thence S 900 ft; thence W 40 ft; thence N 900 ft to the point of beginning.

Together with a perpetual roadway easement for access to and from those lands located in Fremont County described as the SE1/4 of section 35, Township 8 N, Range 37 E, Boise Meridian, Fremont County, Idaho described as follows: commencing on or about a point located approximately 300 ft W and 100 ft S of the NE corner of the NW1/4 of Section 2, Township 7 N, Range 37 E, Boise Meridian, Jefferson County, Idaho, and running thence in an easterly and northerly direction through a parcel of land described as being 300 ft square and located in the SE corner of the SW1/4 of Section 35, Township 8 N, Range 37 E, Boise Meridian, Fremont County, Idaho and continuing therethrough in a northerly and easterly direction and traversing a parcel of land 300 ft by 200 ft located in the SW corner of the SE1/4 of Section 35, Township 8 N, Range 37 E, Boise Meridian, Fremont County, Idaho.

PERSONAL PROPERTY

- 1) 4-Tower Valley Pivot
- 2) 8- Tower Lockwood Pivot
- 3) 8- Tower Lockwood Pivot
- 4) 7- Tower Lockwood Pivot
- 5) 8- Tower Gifford Hill Pivot
- 6) 150 HP 1770 fpm GE electric motor and Aurora Vertiline turbine pump.
- 7) 150 HP 1770 fpm GE electric motor and Aurora Vertiline turbine pump.
- 8) 125 HP 1770 rpm U.S. electric motor and Johnston turbine pump.
- 9) 100 HP 1775 rpm U.S. electric motor and Aurora Vertiline turbine pump.

WATER PERMITS

# 31-7143	140 Acres
# 31-7190	132 Acres
# 31-7289	126 Acres
# 31-7363	38 Acres

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APR 11 2001

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 31-07509

Priority: October 27, 1988

Maximum Diversion Rate:

1.63 CFS

Maximum Diversion Volume:

284.9 AF

This is to certify, that D C NEVILLE & SONS

945 N 2000 W

REXBURG ID 83440

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated October 27, 1988; and has submitted Proof of Beneficial Use on June 10, 1996. An examination indicates that the works have a diversion capacity of 2.370 cfs of water from a GROUNDWATER 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	1.63 CFS	284.9 AF

LOCATION OF POINT(S) OF DIVERSION:

SWNW , Sec. 2, Township 07N, Range 37E
JEFFERSON 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>
C7N	37E	2	Lot 3(NENW) 10.6	Lot 4(NWNW) 31.1	SWNW 31.2	
			SENW 8.5			81.4

Total number of acres irrigated: 81.4

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 that 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. After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
6. This right when combined with all other rights shall provide more than .02 cfs per acre nor more than 3.5 afa per acre for the lands above.

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APR 10 1997

State of Idaho
Department of Water Resources**WATER RIGHT LICENSE**

WATER RIGHT NO. 31-07509

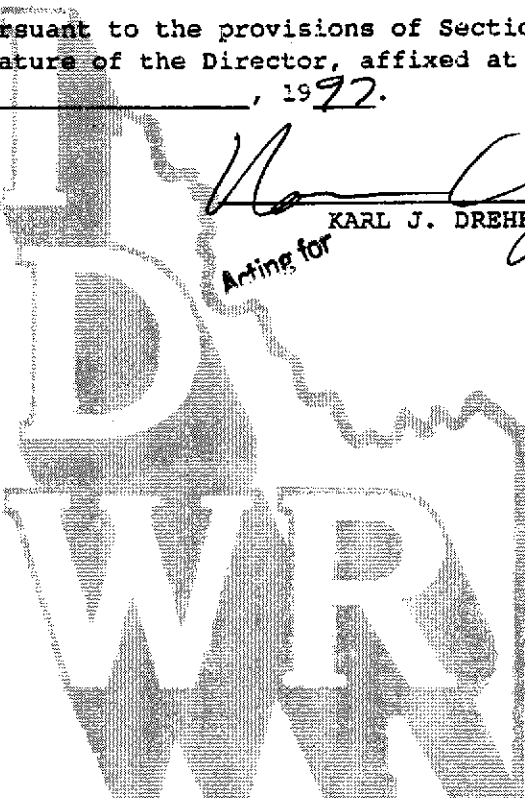
CONDITIONS OF APPROVAL AND REMARKS

7. This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.
8. Diversion and use of water under this right is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.

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 31st day of MARCH, 1992.


KARL J. DREHER, Director

Acting for



MICROFILMED

APR 10 1992

WATER RIGHT SUMMARY

<u>ACTION</u>	<u>RIGHT NO.</u>	<u>NAME</u>	<u>AMOUNT CFS</u>
~~ORIGINAL APPLICATION~~	~~31-07509~~	~~ESTATE OF REED SAUREY~~	~~1.63~~
FULL ASSIGNMENT	31-07509	DC NEVILLE & SONS	1.63

1/3/97

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JAN 08 1997

For Office Use Only
 \$25.00 Filing Fee
 Receipt # E022826
 Date 12/17/96

Vault

State of Idaho
 DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT
 To change the ownership of a permit

I, Est of Reed Saurey, hereby assign to DC Neville & Sons
 of 945 N. 2000 W Rexburg, Id 83440
(Permit Holder)
(Full Address and Phone Number)

All my right, title, and interest in and to Permit No. 31-07509
 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.

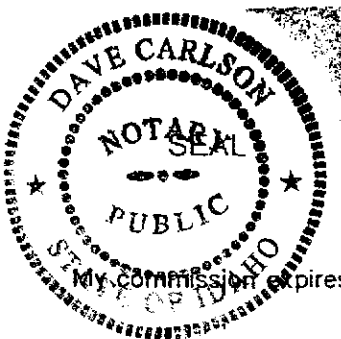
Describe portion of the permit assigned listing the number of acres in each 40 acre subdivision,
 point of diversion location, and the amount of water in cubic feet per second.

Made this 17 day of Dec, 1996.

Estate of Reed Saurey / Chain Saurey
 Permit Holder(s) *(Trustee)*

State of Idaho)
 County of Bonneville ss

On this 17 day of Dec, 1996, personally appeared before me
 the signer of the above instrument, duly acknowledged to me that he/she/they executed the same.



Dave Carlson
 Notary Public

Dave Carlson
 Signature
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 DEC 23 1996

DEPARTMENT OF WATER RESOURCES

JAN 8 1997

RECEIVED

JUN 10 1996

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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 be accompanied by a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 31-07509 Telephone No. 208-356-6519
2. Name(s) of Permit Holder(s): Estate of Reed Saurey
3. Mailing Address: 3778 N. 2000 W., Rexburg, ID 83440
4. Source of Water: Groundwater If **GROUNDWATER** (well), Date Drilled: mo. Mar. / yr. 1982
- a. Well Driller: Cope Drilling Drilling Permit Number: can't locate; Cope is deceased
- b. **OPTIONAL:**
Pump Horsepower: 100 Pressure (psi): 50 Dynamic pumping level (ft): 150
5. Use(s) (as authorized by the water right permit):
Domestic (No. of households): _____ Stockwater (No. and type of stock): _____
Irrigation (No. of acres): 114 Other: _____
6. Total rate of diversion and/or volume for which proof is submitted: 2.28 cfs OR _____ acre fee
7. Measuring Device Requirement: (refer to the approval conditions on your permit and respond accordingly)
(This question is not optional. Please check either yes or no. Proofs returned not checked accordingly, will be considered incomplete)
- | | | | | |
|------------------------|--|-----------|----|-------------|
| Measuring Device: | Is a measuring device required? | Yes _____ | or | No <u>X</u> |
| | Has the measuring device been installed? | Yes _____ | or | No <u>X</u> |
| Flow Measurement Port: | Is a flow measurement port required? | Yes _____ | or | No <u>X</u> |
| | Has the measurement port been installed? | Yes _____ | or | No <u>X</u> |
8. Fee Enclosed: \$ _____ (See Fee Schedule on back of the instructions for filing proof of beneficial use)
9. Person to contact to accompany the Department representative during field examination of the water system.
Name: Darrell Neville Telephone Number: 208-356-6178
Address: 945 N. 2000 W., Rexburg, ID 83440
10. The information given on this form 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.

Signature of permit holder: Elaine Saurey

(include your title, if on behalf of company or organization)

Elaine Saurey, individually and as
Personal Representative of the Estate of Reed SaureyDate: 6-7-96

JUN 27 1996

State of Idaho
Department of Water Resources
Permit To Appropriate Water
NO. 31-07509

Proposed Priority: October 27, 1988 Maximum Diversion Rate: 1.63 CFS

This is to certify, that **EST OF REED SAUREY**
3778 N 2000 W
REXBURG ID 83440

has applied for a permit to appropriate water from: **GROUNDWATER**

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	04/15 to 10/15	1.63 CFS
------------	----------------	----------

LOCATION OF POINT(S) OF DIVERSION: SWNW , Sec. 2, Township 07N, Range 37E
JEFFERSON 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>
07N	37E	2	Lot 3 (NENW)	10.6	Lot 4 (NWNW)	31.1		SWNW	31.2
			SENE	8.5					81.4

Total number of acres irrigated: 81.4

CONDITIONS OF APPROVAL AND REMARKS

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before May 1, 1997.
2. Subject to all prior water rights.
3. After specific notification by the department, the right holder shall install a suitable measuring device or shall enter into an agreement with the department to determine the amount of water diverted from power records and shall annually report the information to the department.
4. The rate of diversion of water for irrigation under this right and all other water rights on the same land shall not exceed 0.02 cubic feet per second for each acre of land.
5. Any license issued by IDWR pursuant to the right or portion thereof for the use of trust water is subject to a term review of 20 years after the date of this approval to determine availability of water for the use and to re-evaluate the public interest at the end of the term.
6. Diversion and use of water under this right is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.
7. The Director retains jurisdiction over this right and may change, add, or remove any requirement as determined to be appropriate.
8. This permit does not authorize the development and irrigation of land not previously irrigated.

APPROVED
MAY 22 1996

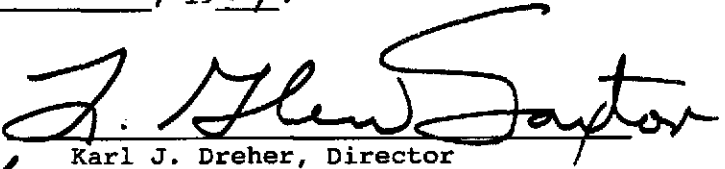
State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 31-07509

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

16th day of May, 1996.


Karl J. Dreher, Director
for

MAY 22 1996

RECEIVED
MAY 10 1996

Ident. No. 31-7509

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

Department of Water Resources

To appropriate the public waters of the State of Idaho

1. Name of applicant Estate of Reed Saurey Phone 356-6519
Post office address 3778 N 2000 W. Rexburg Id 83440

2. Source of water supply Groundwater which is a tributary of _____

3. Location of point of diversion is _____ $\frac{1}{4}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Govt. Lot _____
Sec. 2 Township 7N Range 37E B.M. Jefferson County; additional
points of diversion if any: _____

4. Water will be used for the following purposes:

* 1.63
Amount 2.28 for Irrigation purposes from 4/4/15 to 4/1/15 (both dates inclusive) ^{standard irrigation season}
(cfs or 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)

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

5. Total quantity to be appropriated is (a) 2.28 ^{1.63} and/or (b) _____
cubic feet per second acre feet per annum

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. well pump mainline to
center pivot

b. Height of storage dam _____ 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 14 inches; proposed depth of well is 325 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 the proposed beneficial use is
1 years (minimum 1 year).

MAY 22 1996

* maximum allowable per 1987 ASCS mapping. 5/14/96 c2.

07-08-92

12. Remarks: System installed June 1982 see attached security agreement

applicant to make this filing.

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the

b. Who owns the land to be irrigated or place of use? Applicant

11. a. Who owns the property at the point of diversion? Applicant

10. Describe any other water rights used for the same purposes as described above. None

Total number of acres to be irrigated 114

* per 1987 ASCS aerial photo. c.g. 5/14/96.

[illegible]

ponding place of use below. See instructions for standard symbols.

b. If water is used for other purposes, place a symbol of the use (example: *D for Domestic*) in the corresponding column.

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

9. Description of place of use:

e. Other; describe fully.

d. Domestic; show number of households.

c. Municipal; show name of municipality.

b. Stockwatering; list number and kind of livestock.

a. Hydropower; show total feet of head and proposed capacity in KW.

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

1987 map SL 3-2

*1538
9090 OUT TR
To Madi
Stan Nei

35

HEL
0
141.9

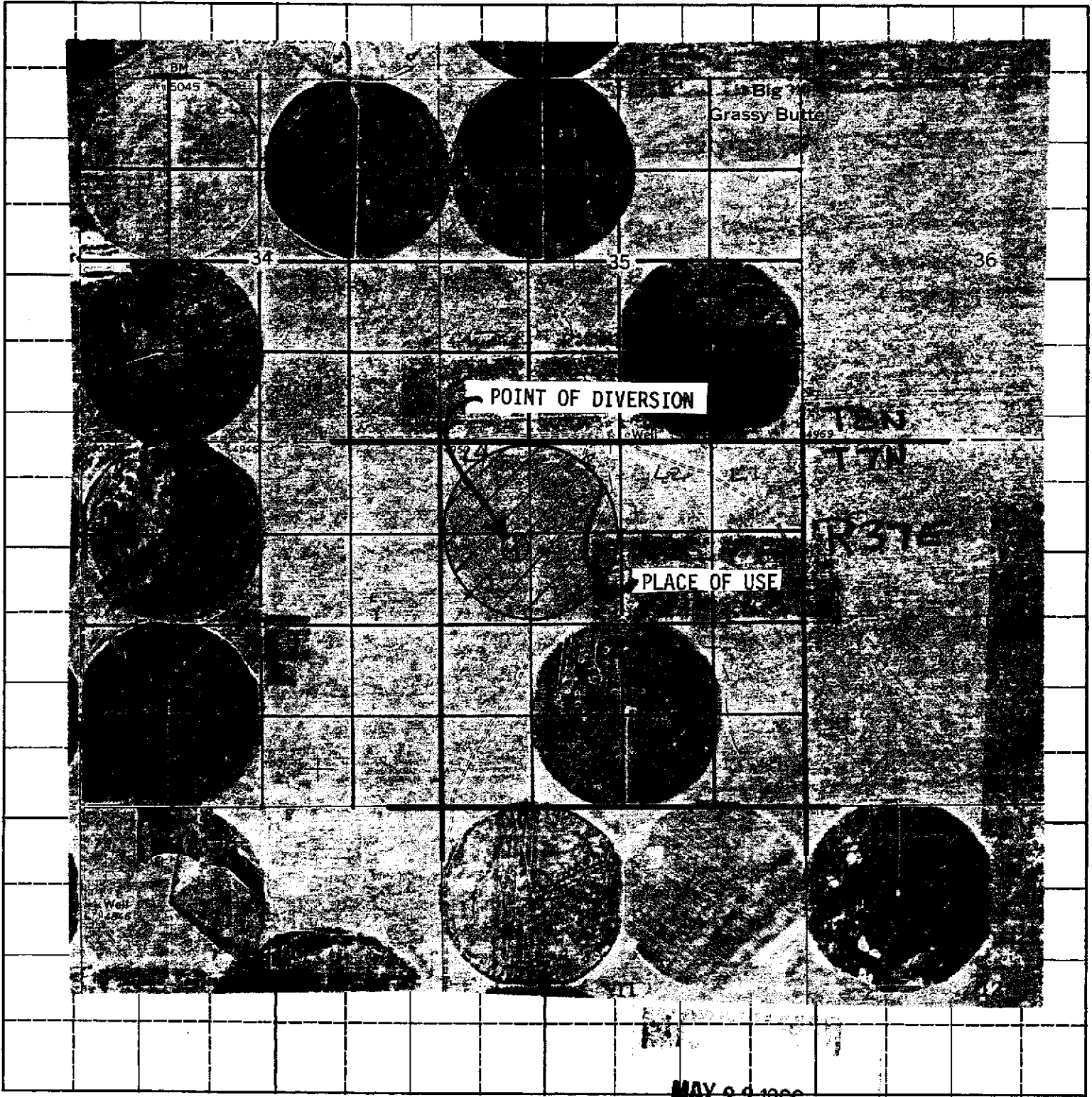
106

31.2

HEL
②
SL4

22 1996

13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile.

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

Clarence L. Sawyer (personal representative)
(Applicant)

MAY 22 1996

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e. Other:

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.

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.

_____, 19____

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

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

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

Idaho No. _____, and said application is hereby _____

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

Publication approved by _____ Date _____

Publication prepared by K/B Date 5-4-94 Published in Jefferson Star

Fee \$ 85.00 Received by KCU # E003551 Date 10/27/88

Received by KCU Date 10/27/88 Time 0945 Preliminary check by HWS



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

April 3, 2001

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

STAN D NEVILLE
BARBARA NEVILLE
SCOTT NEVILLE
PAM NEVILLE
2263 W 1000 N
REXBURG ID 83440

RE: Change of Ownership for Water Right 31-7509

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records. Also enclosed is a receipt for the \$25.00 filing fee.

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

Enclosure

MICROFILMED

APR 11 2001



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

March 27, 2001

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

RECEIVED

APR - 3 2001

STAN & BARBARA NEVILLE
SCOTT & PAM NEVILLE
2263 W 1000 N
REXBURG ID 83440

Department of Water Resources

THE "NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP" FOR A31-07509
HAS BEEN RETURNED FOR THE FOLLOWING ITEM(S):

- _____ COPY OF DEED, TITLE POLICY, CONTRACT OF SALE, OR OTHER
LEGAL DOCUMENT indicating your ownership of the property and water
rights in question,
- _____ LEGAL DESCRIPTION OF PROPERTY
- _____ PLAT OF PROPERTY OR SURVEY MAP (usually on file with the county)
- _____ USDA FARM SERVICE AGENCY (formerly ASCS) AERIAL PHOTO with
Irrigated acres outlined and point(s) of diversion clearly marked.
- X FILING FEE OF \$25.00 PER WATER RIGHT NUMBER

PLEASE ENCLOSE THE REQUESTED ITEM(S) AND RESUBMIT THE ENTIRE
PACKET TO OUR BOISE OFFICE AT THE ADDRESS BELOW:

ID DEPT OF WATER RESOURCES
ATTN KARI LYNN TOWNSEND
1301 N ORCHARD ST
BOISE ID 83706

Respectfully submitted,

Cheri Vandermeulen

Cheri Vandermeulen
Records Clerk
Eastern Region office

MICROFILMED

APR 11 2001



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

April 1, 1997

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

D C NEVILLE & SONS
945 N 2000 W
REXBURG ID 83440

RE: WATER RIGHT NO. 31-07509

Dear Water Right Holder(s):

The Department of Water Resources (the Department) has issued the enclosed license confirming that a water right has been established in accordance with the permit referenced above. The 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 or files an exception and/or brief 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.

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APR 10 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:

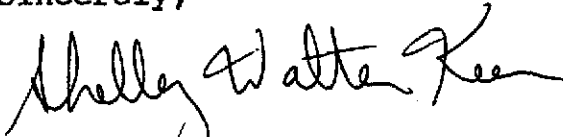
- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

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APR 10 1997

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.

Sincerely,



Shelley W. Keen
Water Rights Supervisor

SK:ph

Enclosure

MICROFILMED

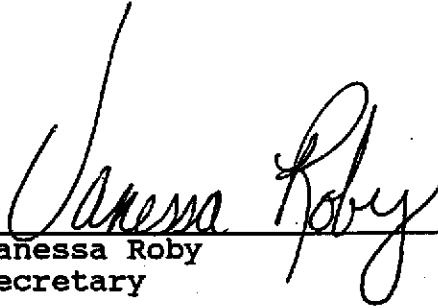
APR 10 1997

CERTIFICATE OF MAILING

I hereby certify that on the 1st day of April, 1997, I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved License) to the person(s) listed below:

Water Right No. 31-07509

D C NEVILLE & SONS
945 N 2000 W
REXBURG ID 83440



Vanessa Roby
Secretary

MICROFILMED

APR 10 1997

LICENSE REVIEW CHECKLIST

PERMIT NO. 31-07509

DATE 3/6/97

REVIEWER: SHARLA

NAME	Change <u>—</u>	OK <u>✓</u>	Address Change <u>NO</u>
SOURCE	<u>—</u>	<u>✓</u>	Is change clarification of originally intended source? <u>—</u>
POINT OF DIV	<u>—</u>	<u>✓</u>	If not, prepare Notice of Intent to Void <u>—</u>
PLACE OF USE	<u>—</u>	<u>✓</u>	Amendment required <u>NO</u>

Does map agree with written description? ✓ yes — no

OVERLAPS — P/D — P/U

RATE OF DIV

Permitted Rate	<u>1.63</u> cfs
Fee limit	<u>3.0</u> cfs \$150 ⁰⁰
Measured	<u>2.37</u> cfs
Theoretical	<u>—</u> cfs

Recommended Total Div Rate 1.63 cfs

ANNUAL VOLUME/
NATURE OF USES —

Use ✓

Volume Calculation

<u>81.4</u> x <u>3.5</u> =	af
<u>284.9</u>	af
<u>—</u>	af
<u>—</u>	af
SUBTOTAL	af

Flow rate 1.63 cfs X 184 days X 1.9834 = 593.8 af
Total volume recommended 284.9 af
(SUBTOTAL or Flow Rate, whichever is less)

REMARKS

CONDITIONS — Watermaster Control WD# —

0.1M GW Measurement/Measuring Device

R300 Overlap

— Use-specific conditions

R55, R56

Advancement of Priority Date Required — yes ✓ no

SRBA Claim Filed NA
Adjustment Memo —

1st Amend Letter NA
2nd Amend Letter —



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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

January 3, 1997

D C NEVILLE & SONS
945 N 2000W
REXBURG ID 83440

RE: ASSIGNMENT OF PERMIT NO. 31-07509

To: D C Neville and Sons

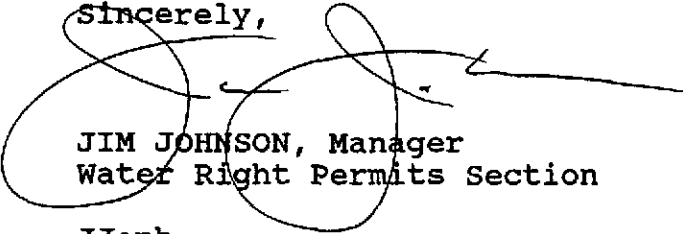
We acknowledge receipt of the correspondence changing ownership of the above referenced water right to you. We have modified our computer records to reflect this change in ownership.

If you have any questions regarding this matter, please feel free to contact us.

Also, 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 to the department. If you have acquired a water right or have changed your mailing address **PRIOR** TO July 1, 1996, you have until July 30, 1998, to notify the department. If you acquire a water right or change your mailing address **AFTER** July 1, 1996, you must notify the department within 120 days of the change.

Failure to report these changes could result in a \$100 late filing fee. Contact any office of the department to obtain the proper reporting form.

Sincerely,



JIM JOHNSON, Manager
Water Right Permits Section

JJ:ph

MICROFILMED
JAN 6 8 1997

RECEIVED

MAR 26 1997

Department of Water Resources

RECEIVED

MEMORANDUM

Department of Water Resources
Eastern Region

DATE: March 18, 1997

TO: H. Jones

IDWR Eastern Region

FROM: Shelley W. Keen *SWK*

RE: 31-07509

As we discussed on the phone this morning, I have attached the field report for 31-07509 so that you can take an extra look at the POU. I appreciate your offer to help.

Note that I see no indication of the methodology used to determine 94.5 acres irrigated.

S.W. Keen

PROCESSING

☒ Yes ☐ No 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 5-13-94
☒ 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. _____

☐ See below for additional information

Date of priority recommended 10-27-1988
By [Signature]

Date 4-30-1996

STATE OFFICE REVIEW

☐ See below for additional information

By _____ Date _____

ADDITIONAL INFORMATION

It appears from the ASCS overflight maps submitted that a maximum of 81.4 acres was irrigated in the NW 1/4 of Section 2 T7N R37E. We would recommend approval of this permit since it appears irrigation took place prior to Nov. 1987, but the maximum total acres probably should be limited to 81.4 acres.

RECEIVED
MAY 10 1996

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
DEC 23 1996

Department of Water Resources

A. GENERAL INFORMATION

Permit No. 31-7509

1. Owner: D. C. Neville & Sons Phone No. 356-6178

mailing
Current Address: 945 N. 2000 W. Rexburg, ID 83440

2. Accompanied by: Darrell Neville EXAM DATE: 22 JUL 96

Address: _____ Phone No. _____

Relationship to Permit Holder: _____

3. Source: Groundwater tributary to _____

B. OVERLAP REVIEW

1. Other water rights with the same place of use: NONE

2. Other water rights with the same point of diversion: NONE

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
WELL		NE	SW	NW	2	07N	37E	Jefferson	on site / USGS

2. Place(s) of Use:

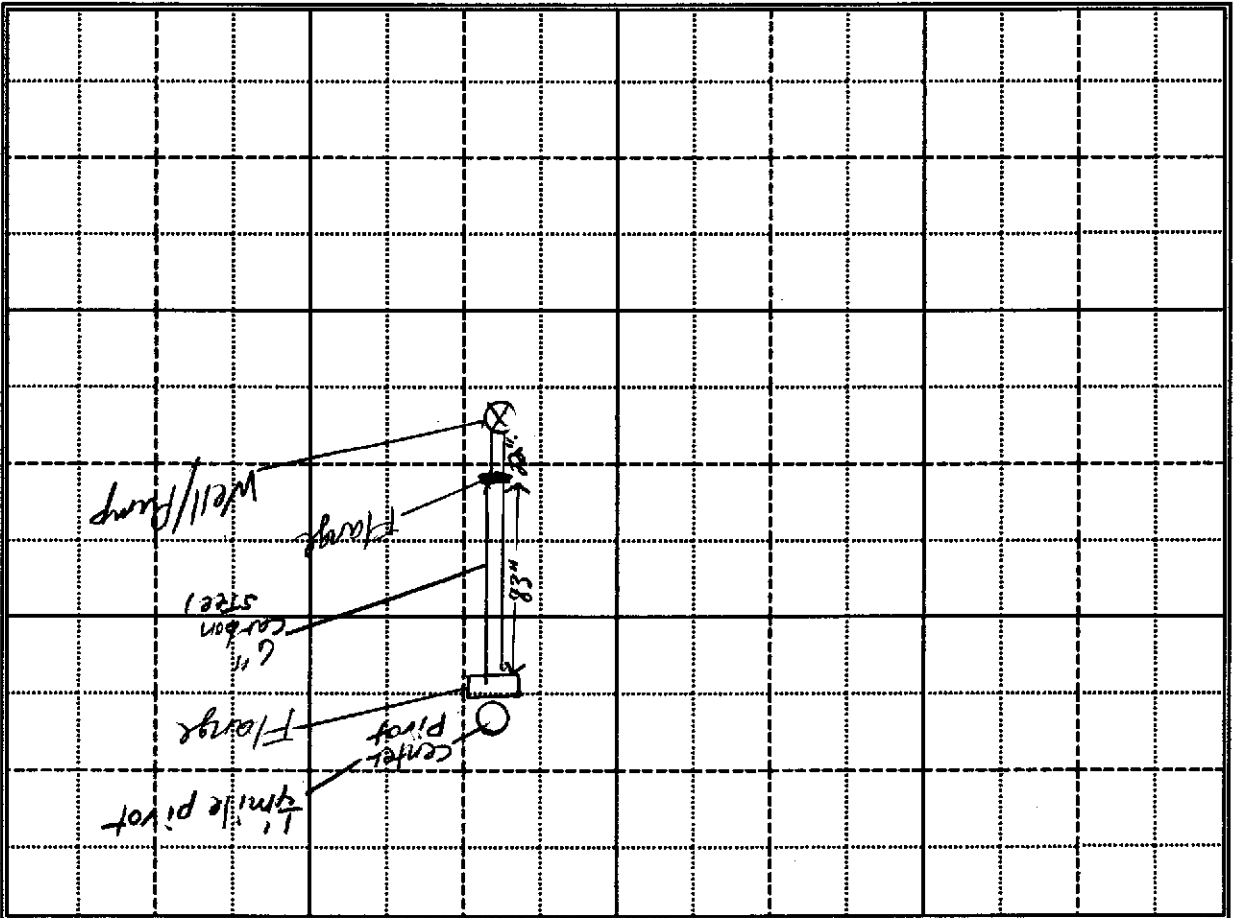
Indicate Method of Determination on site

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07N	37E	2					10.6	31.1	31.2	8.5									81.4
							LT 3	LT 4											

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JAN 08 1997

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



Scale: 1" = _____
 _____ Copy of USGS Quadrangle Showing location(s) of _____
 _____ point(s) of diversion and place(s) of use (required).
 _____ Aerial Photo Attached of _____
 _____ (required for irrigation of 10+ acres)
 _____ Photo of Diversion and System Attached

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	High Thrust 4.5. Electric motors	100	R-9983-04-215		

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

D. FLOW MEASUREMENTS

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

2. Measurements: Polysonic - Readings of 2 minutes intervals
 High average - 2.37 CFS.
 JAN 0 8 1987

E. NARRATIVE/REMARKS/COMMENTS

Proof of Beneficial Use filed by Darrell Naville, requesting
2.28 CFS on 114 acres. Polygonic reading - 2.37 CFS

Actual irrigated acreage - 94.5 acres. - PERMIT LIMITED TO 81.4 AC
Pump/well to center pivot - $\frac{1}{4}$ mile. DC/12/96

94.5 acres appears to be the dot grid calculation by field agent
Steven Garrison, but beneficial use appears to apply to 81.4 acres
of ground. Rock outcroppings take up the other acreage.

A.W. Jones
3-21-1997

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

MICROFILMED
JAN 08 1997

F. FLOW CALCULATIONS

Additional Computation Sheets Attached

Measured Method:

polysonics 2.37 cfs

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{IR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 81.4 \times 3.5 = 284.9$$

$$V_{DR} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 1.63(184)1.9835 = 594.9$$

$$V = \text{Smaller of } V_{IR} \text{ and } V_{DR} = 284.9 \text{ AF}$$

2. Volume Calculations for Other Uses:

H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use

IR

From

To

4/15

Rate of Diversion

Q (cfs)

1.63

Annual Volume

V (afa)

284.9 AF/yr

2. Recommended Amendments

Change P.D. as reflected above

Add P.D. as reflected above

None

I. AUTHENTICATION

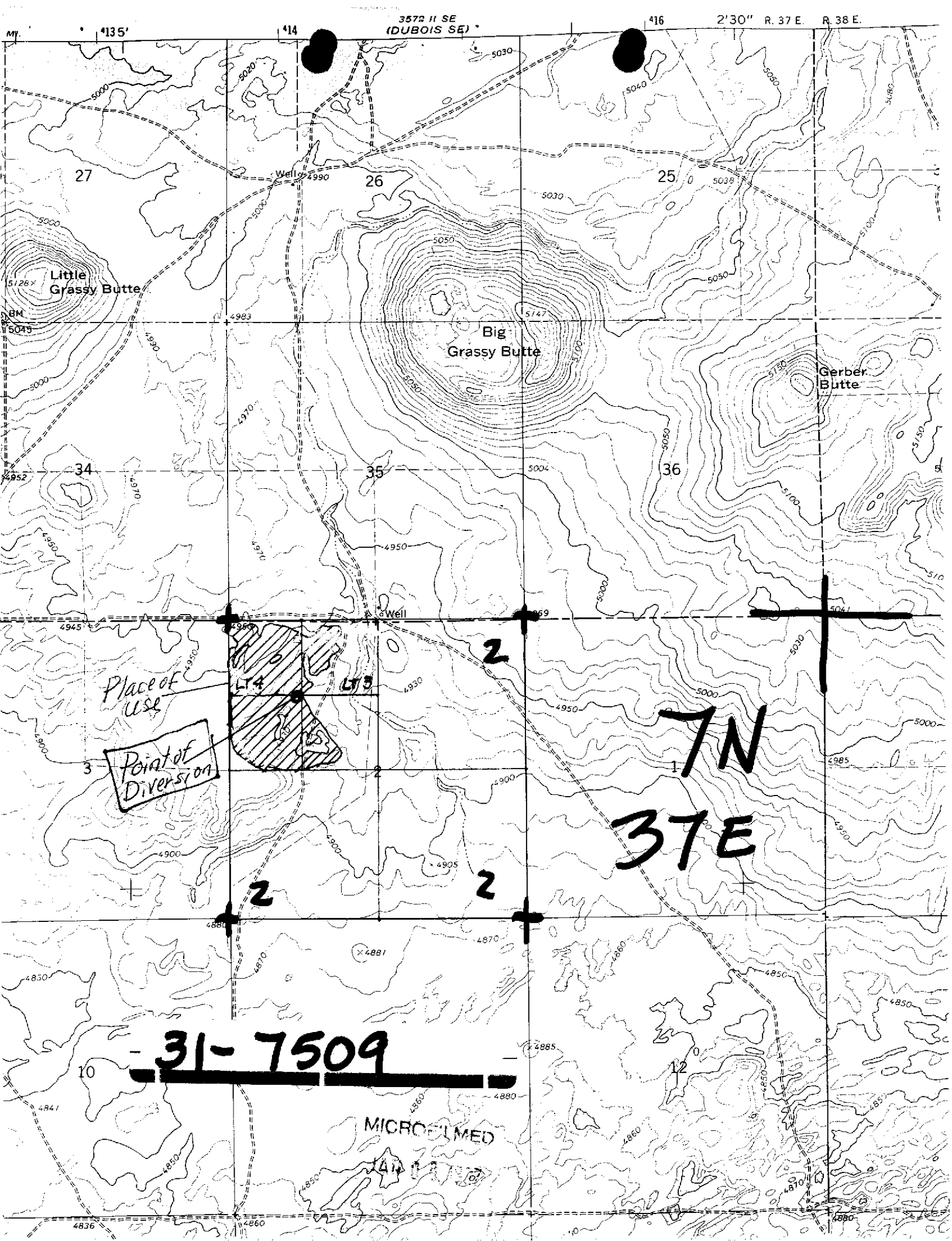
Field Examiner's Name Steve Garrison Date 22 JUL 94

Reviewer [Signature] Date 12/10/96

MICROFILMED

144 0 9 1997

SEAL



35

2

18

HEL
10
119

7N

87E

2

31-7509

41

HE

31-7509

SETUP NO. 1

PIPE O.D 8.000 IN
 PIPE WALL THICKNESS 0.098 IN
 PIPE I.D 7.804 IN
 PIPE MATERIAL CARBON STEEL
 PIPE SOUND VELOCITY 10597.129 F/S
 LINER MATERIAL NONE
 LINER SOUND VELOCITY 0.000 F/S
 LINER THICKNESS 0.000 IN
 INSIDE ABS ROUGHNESS 0.00015000
 FLUID MATERIAL WATER
 FLUID SOUND VELOCITY 4863.330 F/S
 FLUID VISCOSITY 1.132 Cst
 TRANSDUCER TYPE STANDARD
 TRANSDUCER MOUNTING U
 TRANSDUCER SPACING 6.029 IN

09:53:57 07-22-96

Min. Rate 0.00 CFS
 Max. Rate 2.37 CFS
 Avg. Rate 2.15 CFS
 FLOW RATE 2.36 CFS
 POS TOT(X1) 391229 GAL
 NEG TOT(X1) 7157 GAL

09:55:57 07-22-96

Min. Rate 0.00 CFS
 Max. Rate 2.38 CFS
 Avg. Rate 2.37 CFS
 FLOW RATE 2.36 CFS
 POS TOT(X1) 393340 GAL
 NEG TOT(X1) 7157 GAL

09:57:57 07-22-96

Min. Rate 0.00 CFS
 Max. Rate 2.38 CFS
 Avg. Rate 2.36 CFS
 FLOW RATE 2.35 CFS
 POS TOT(X1) 395463 GAL
 NEG TOT(X1) 7157 GAL

09:59:57 07-22-96

Min. Rate 0.00 CFS
 Max. Rate 2.38 CFS
 Avg. Rate 2.37 CFS

SETUP NO. 1

PIPE O.D 8.000 IN
 PIPE WALL THICKNESS 0.098 IN
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 INSIDE ABS ROUGHNESS 0.00015000
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 TRANSDUCER SPACING 6.029 IN

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09:57:57 07-22-96

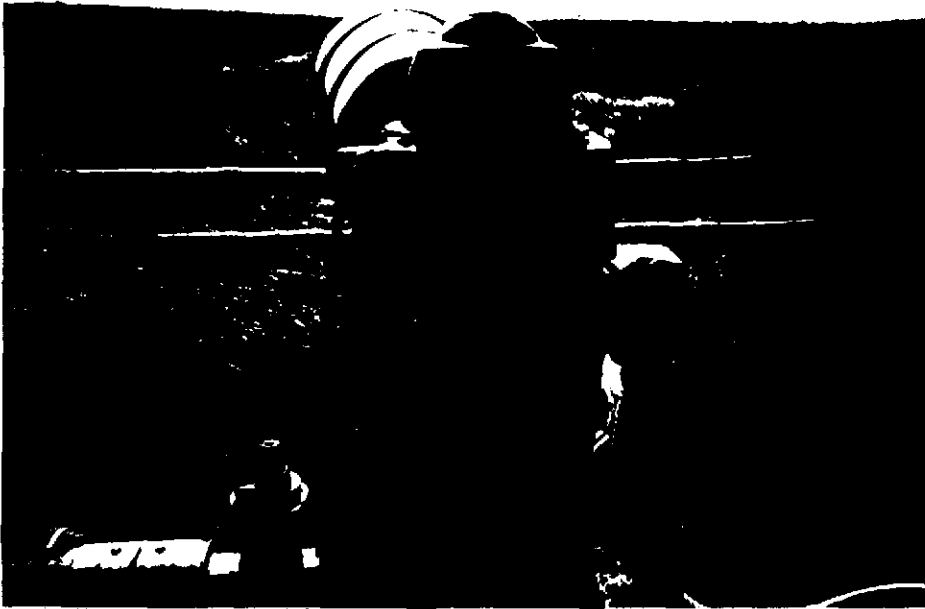
Min. Rate 0.00 CFS
 Max. Rate 2.38 CFS
 Avg. Rate 2.36 CFS
 FLOW RATE 2.35 CFS
 POS TOT(X1) 395463 GAL
 NEG TOT(X1) 7157 GAL

09:59:57 07-22-96

Min. Rate 0.00 CFS
 Max. Rate 2.38 CFS
 Avg. Rate 2.37 CFS
 FLOW RATE 2.36 CFS
 POS TOT(X1) 397580 GAL
 NEG TOT(X1) 7157 GAL

NOT RECORDED

8 1937



REPROFILMED
MAY 08 1987

31-7509

**ANALYSIS SHEET
FOR
PROOF OF BENEFICIAL USE**

Permit No. 31-07509 Reviewed by [Signature] Date 6-24-96

GENERAL CONSIDERATIONS

TYPES OF USE

yes Name same as permit?
yes Address same as permit?
yes Proof timely received? Correct Uses? yes
If not, complete calculation below.

SOURCE OF WATER

 Surface water source
✓ Ground water source
no Drilling permit required?
/ Copy in the file? Drilling Permit No.
/ Amount paid for permit Correct?
/ Well log in the file?

LICENSE EXAMINATION FEE

MEASURING DEVICE

yes Required?
150- Amount Submitted
yes Correct?
no Required?
/ Installed?
/ Waiver requested?

PRIORITY CALCULATION

Date proof received	<u> </u>
Date proof due	<u> </u>
No. of days late	<u> </u>
Priority Date	<u> </u>
New Priority Date	<u> </u>

DEFICIENCIES OR ACTION ITEMS

Proof acceptable

DATA ENTRY

New Address X Proof Made 6-10-96

June 24, 1996

EST OF REED SAUREY
3778 N 2000 W
REXBURG ID 83440

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 31-07509

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. 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 EASTERN Regional Office in Idaho Falls at (208)525-7161.

Sincerely,

JULIE L. YARBROUGH
Senior Secretary

c: IDWR - Region

RECEIVED

JUN 27 1996

RECEIVED

JUN 10 1996

Law Offices

Department of Water Resources

***RIGBY, THATCHER, ANDRUS
RIGBY, KAM & MOELLER, Chartered***

*Ray W. Rigby
Gordon S. Thatcher
G. Rich Andrus
Jerry R. Rigby
Michael S. Kam
Gregory W. Moeller*

*P.O. Box 250
25 North Second East
Rexburg, ID 83440*

*Telephone:
Rexburg: (208) 356-3633
Idaho Falls: (208) 529-5531
Fax: (208) 356-0768
E-Mail: Rexlaw@srv.net*

June 7, 1996

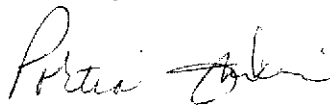
Idaho Department of Water Resources
1301 N. Orchard St., Statehouse Mail
Boise, ID 83720-9000

RE: ESTATE OF REED SAUREY
Water Right No. 31-07509

Please find enclosed "Proof of Beneficial Use" which has been signed by Elaine Saurey.
Also enclosed is our check in the amount of \$150 to cover the fee.

If you have any questions, please let us know.

Sincerely,



Portia Jenkins
Legal Assistant

Enclosure

RECEIVED

JUN 27 1996



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

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

May 16, 1996

EST OF REED SAUREY
3778 N 2000 W
REXBURG ID 83440

PERMIT APPROVAL NOTICE

RE: PERMIT NO. 31-07509

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. Please be sure to thoroughly review the "CONDITIONS/REMARKS:" listing on the permit.

Enclosed is 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 licensed water right. Also enclosed is a form entitled "Proof of Beneficial Use". If your project is already completed, you should complete and submit this form immediately.

This permit authorizes the appropriation of trust water. Trust water is defined as that portion of a particular hydropower water right which exceeds certain minimum stream flows established by state action, and is held in trust by the State of Idaho for the use and benefit of the people within the state. Conditions pertaining to a term review, annual use fee and jurisdiction of the permit are trust water conditions.

Sincerely,

Shelley W. Keen
Water Rights Supervisor

SK:rl

Enclosures

APPROVED

MAY 22 1996

**APPLICATION FOR PERMIT
STATE OFFICE REVIEW**
by Cindy Zimmerman

No.: 31-7509 Name: Sakrey Date: 5/14/96 Ad OK? ✓
Correct Fee? ✓ Receipt #: E00355 Priority: 10/27/88 ✓ Gvmt Lts: ✓

AREA OF CONCERN? pre 1987 exempt - No/Yes ESRP Mor within ESRP Aquifer GWMA Trust/Non-trust
PROTESTED: w/d - 020 (Protest Agr) or W19 (See Final/Prelim Order)

SYSTEM COMPLETED:

Yes/proof filed - NA
1 year/no proof - P16
+1 year - 26A-P17

GROUNDWATER: <✓ FLO-CH>

+ 0.2 cfs - 01M
=/- 0.2 cfs - No MD none available
=/+ 5 a. - 01M, 065 (if GW use SW 1st)

Drilling Permit:

Existing well - NA (pre 7/1/87)
Included w/permit - Permit No. _____, P99
No WD permit? - 046-46B-P23 (post 7/1/87)
irr. in WD - P05 (new well)

SURFACE WATER <✓ FLO-CH> (Surface water that doesn't sink is regulated):

Water District (dom) - 005 (req) WD # _____ <SEE MAP & LISTING>
+ 0.2 cfs - 01J (meas dev) - P08
=/- 0.2 cfs - 01H (lock dev) - P01 or No MD
In-WD + 0.2 cfs - 01M or No MD (in-stream)
- 0.2 cfs - No MD
=/+ 5 a. irr. - 01M

RIVER BASINS (*Surface water):

Snake R (01) - 11A-P04, NA
(02/03-irr) - 007-P07 (w/remark WB9-† Weiser), NA
Boise R (63) - 05A (if WD), 11E (not 42-111 use), NA
Payette R (65) - 064 (regulated uses), 047-P04 (Payette Lake), NA

USE:

Domestic (surface) - 021 (Boise R † Star Bridge); 27A (Payette R); NA
Fish Propagation - 07A-042 (rq) - 010/06A/09E (WQ) - P10; 044 (N 1000 Spr)
Irr <POU> =/- 5 a - 057 (0.03 cfs/A)
+ 5 a - 03A (0.02 cfs/A)
Mining - 054 (req) & 06A/010/09E - P10
Power - 08A-17K-025-027-01M-01F (P19) - 09E (P10);
+25 cfs - P18; 17G (FERC) or 17M (FERC); 18B - P09
Storage (✓ 3 compo.) - 18A (multi MD in WD), 18B - P09 (+10' dam), NA

LOCATION:

Boise Front LoGeo - 058 (-85° GW temp only)
In-stream dev. - P52 (stream channel alteration)
Irr Dist/Canal Co. - 023 (Twin Falls area)
Swan Falls Flag - 7 <SEE CODE CHART>
Trust - 051-052-053 - P74 (Consumptive Uses), NA
Non-Trust <1> - 048-049 (Consumptive Uses), NA

OWNERSHIP: Non-land owner

OTHER CONDITIONS:

STANDARD REMARKS:

BENEFICIAL USE DUE:

COMMENTS:

① w006

5-1-1997

MEMORANDUM

DATE: May 14, 1996
TO: File No. 31-07509
FROM: Cindy Zimmerman
SUBJECT: Trustwater Review

This application proposes to divert 1.63 cfs of trustwater from groundwater to irrigate 81.4 acres located within NW, S02, T07N, R37E. This application satisfies 42-203A & C requirements.

RECORDED

MAY 22 1996

Form No. 202a
4/87STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESSWAN FALLS
HOLD FILE

APPLICATION FOR PERMIT ANALYSIS SHEET

INITIAL REVIEW BY HWS DATE 11-7-88 APPLICATION NUMBER 317509SaureyREQUIRED 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

RECEIVED
MAY 10 1996

Department of Water Resources

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

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT _____

Date Requested _____

PROCESSING

☒ Yes ☐ No I ~~form~~ 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 5-13-94
☒ 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. _____

☐ See below for additional information
Date of priority recommended 10-27-1988
By [Signature] Date 4-30-1996

STATE OFFICE REVIEW

☐ See below for additional information
By _____ Date _____

ADDITIONAL INFORMATION

It appears from the ASCS overflight maps submitted that a maximum of 81.4 acres was irrigated in the NW 1/4 of Section 2 T7N R37E. We would recommend approval of this permit since it appears irrigation took place prior to Nov. 1987, but the maximum total acres probably should be limited to 81.4 acres.

RECEIVED
MAY 10 1996

Department of Water Resources

LOCAL PUBLIC INTEREST

Comments received from:

- | | | |
|---------------------------------------|--|--|
| ☐ City | ☐ Idaho Fish & Game | ☐ Irrigation District |
| ☐ County | ☐ Idaho Health & Welfare | ☐ Canal Company |
| ☐ Reservations | ☐ Division of Environment | ☐ Other _____ |

Project impacts/implications report

COMMENTS

RECEIVED
MAY 10 1996

Department of Water Resources



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

April 29, 1996

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

KENT W FOSTER
HOLDEN KIDWELL HAHN & CRAPO
PO BOX 50130
IDAHO FALLS ID 83405

RE: Withdrawal of protest on Application for Permit of
a Water Right No. 31-07509 Estate of Reed Saurey

Dear Protestants:

This Department has received your withdrawal of protest
of the permit filed by the seven canal companies you represent.

If you have any questions, please call our office.

Sincerely,

HAROLD JONES
Water Rights Supervisor

HWJ/rb

RECEIVED
MAY 10 1996
Department of Water Resources

MAY 22 1996



State of Idaho
DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

April 29, 1996

ESTATE OF REED SUREY
3778 N 2000 W
REXBURG ID 83440

RE: Withdrawal of protest on Application for Permit of
a Water Right No. 31-07509

Dear Applicants:

This Department has received a withdrawal of protest Kent Foster
representing the seven canal companies.

If you have any questions, please call our office.

Sincerely,


HAROLD JONES
Water Rights Supervisor

HWJ/rb
enc

RECEIVED

MAY 22 1996

SKIP

Law Offices

**RIGBY, THATCHER, ANDRUS
RIGBY, KAM & MOELLER, Chartered**

Ray W. Rigby
Gordon S. Thatcher
G. Rich Andrus
Jerry R. Rigby
Michael S. Kam
Gregory W. Moeller

P.O. Box 250
25 North Second East
Rexburg, ID 83440

Telephone:
Rexburg: (208) 356-3633
Idaho Falls: (208) 529-5531
Fax: (208) 356-0768
E-Mail: rexlaw@srv.net

April 25, 1996

RECEIVED

APR 26 1996

Department of Water Resources
900 N. Skyline
Idaho Falls, ID 83402

Department of Water Resources
Eastern Region

Re: Application for Permit No. 31-07509 Estate of Reed Saurey

Gentlemen:

You recently received a letter from Kent Foster withdrawing the protests filed in behalf of seven canal companies to the above numbered application. In a telephone call this morning I understand that you now have to submit this matter to the Boise office for review before you can proceed. I don't know whether you had already received the statements of the three parties who verify that water has been used on the land described in the place of use in the application since 1982, so I am submitting copies of those statements herewith so they could accompany the application to Boise to be considered in the review.

Sincerely,



Ray W. Rigby

dk

Enclosures

MAY 22 1996

Law Offices
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

FRED J. HAHN
KENT W. FOSTER
ROBERT E. FARNAM
WILLIAM D. FALER
STEPHEN E. MARTIN
CHARLES A. HOMER
GARY L. MEIKLE
GAYLE A. SORENSON, P.A.
DONALD L. HARRIS, P.A.
DALE W. STORER
MARIE T. TYLER
JOHN G. SIMMONS
ROBERT M. FOLLETT
FREDERICK J. HAHN, III

WEST ONE BANK BLDG.
330 SHOUF AVENUE, THIRD FLOOR
P.O. BOX 50130
IDAHO FALLS, IDAHO 83405

TELEPHONE (208) 523-0620
TELEFAX (208) 523-9518

Arthur W. Holden
(1877-1967)
Robert B. Holden
(1911-1971)
Terry L. Crapo
(1939-1982)
William S. Holden
(1907-1988)

April 18, 1996

Ray Rigby, Esq.
RIGBY, THATCHER, ANDRUS
RIGBY, KAM & MOELLER
P.O. Box 250
Rexburg, Idaho 83440

RECEIVED

APR 19 1996

Department of Water Resources
Eastern District Office

Re: Application for Permit No. 31-07509 Estate of Reed Saurey

Dear Ray:

Upon receipt of your letter of March 25, 1996, we sent a copy to each of the seven canal companies on whose behalf we filed a protest to the above numbered application on May 20, 1994, and requested their consideration and response. We have now heard from all, and have been advised that they are unified in being willing to withdraw that protest.

We have sent a copy of this letter to Idaho Department of Water Resources and intend that it serve as a formal withdrawal of the protest filed by the seven companies. If anything further is needed or requested, please feel free to contact us at your convenience.

Very truly yours,



Kent W. Foster

pc. Idaho Department of Water Resources
Garth Soderquist
Mike Overton
Edgar Green
Dwain Kirkham
Dale Cope
Andy Dobson
Kenneth Bare

G:\WPDATA\KWF\5054\RAY0417.LTR.sjw

RECEIVED

MAY 22 1996

DECEMBER 20, 1995

RAY RIGBY
PO BOX 250
REXBURG ID 83440

Dear Ray:

I have reviewed the Reed Saurey application #31-07509 which was protested by the Mud Lake area Canal companies. It appears we could go to hearing if that is what your client wants. Could you give me a call and let me know what direction to take.

Sincerely,

Harold W. Jones
Water Rights Supervisor

HWJ:sc

RECORDED

MAY 22 1996

Law Offices

**RIGBY, THATCHER, ANDRUS
RIGBY, KAM & MOELLER, Chartered**

Ray W. Rigby
Gordon S. Thatcher
G. Rich Andrus
Jerry R. Rigby
Michael S. Kam
Gregory W. Moeller

P.O. Box 250
25 North Second East
Rexburg, ID 83440

Telephone:
Rexburg: (208) 356-3633
Idaho Falls: (208) 529-5531
Fax: (208) 356-0768

July 29, 1994

Department of Water Resources
State of Idaho
900 N. Skyline Dr.
Idaho Falls, ID 83402

RE: Application for Permit - Estate of Reed Saurey Application
No. 31-07509 - Protest of Owsley Canal Company, et al.

Gentlemen:

This is to advise you that we will be representing the Estate of Reed Saurey and Elaine Saurey with regard to the above captioned matter. I am concurrently herewith notifying Kent Foster, the attorney for the protestants of our representation of the applicant in this matter.

Sincerely,


G. Rich Andrus

GRA:sb

RECEIVED

AUG - 1 1994

Department of Water Resources
Eastern District Office

MAY 22 1996



State of Idaho
DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - FAX: (208) 525-7177

EASTERN REGION

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

23-May-1994

ESTATE OF REED SAUREY
3778 N 2000 W
REXBURG ID 83440

RE: Application for Permit No. 31-07509

Dear Applicant:

Enclosed is a copy of a protest filed against the issuance of the above referenced permit. The Department suggests you contact the protestant directly in an effort to determine the nature of the protest and to attempt to resolve the protest.

Unless this office is advised that either the matter has been resolved or there exists extenuating circumstances, our objective is to schedule a conference and/or hearing in the near future to consider the protest. At a conference and/or hearing, the following are the principle items the Department can consider in either approving or denying the application for transfer (Idaho Code § 42-203):

1. Will the proposed use reduce the quantity of water under existing water rights?
2. Is the proposed water supply insufficient for the purpose intended?
3. Is the application made in good faith or for delay or speculative purposes?
4. Has the applicant sufficient financial resources with which to complete the project?
5. Will the proposed use conflict with the local public interest?
6. Is the proposed use contrary to conservation of water resources within the State of Idaho?

RECEIVED

MAY 22 1996

Estate of Reed Saurey
Page 2

The applicant must be prepared to present evidence and/or testimony addressing each of the six items. Although representation by legal counsel is not mandatory at a proceeding before the Department, you may retain an attorney in your behalf.

If this office can be of further assistance, please contact us.

Sincerely,

Harold W. Jones
HAROLD W. JONES
Water Rights Supervisor

HWJ:rb

pc: IDWR - State Office
Enc.

MAY 22 1996



State of Idaho
DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - FAX: (208) 525-7177

EASTERN REGION

23-May-1994

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

KENT W FOSTER
HOLDEN KIDWELL HAHN & CRAPO
PO BOX 50130
IDAHO FALLS ID 83405

RE: Application for Permit No. 31-07509
Estate of Reed Saurey

Dear Mr. Foster:

Your protest on behalf of your clients, Owsley Canal Company, Jacket Canal Company, Holley Water Users, Inc., Independent Water Users of Mud Lake, Inc., Producers Irrigation Company, Jefferson Irrigation Company, and Montevue Canal Company, against approval of the above referenced application has been received and a copy has been sent to the applicant. The Department suggests you contact the applicant directly in an effort to determine what is proposed by the application and to attempt to resolve the protest.

Unless this office is advised that either the matter has been resolved or there exists extenuating circumstances, our objective is to schedule a conference and/or hearing in the near future to consider the protest. At such a conference and/or hearing, the following are the principle items the Department can consider in either approving or denying the application (Idaho Code § 42-203) the following are the principle items the Department can consider in either approving or denying the applications for (Idaho Code § 42-203):

1. Will the proposed use reduce the quantity of water under existing rights?
2. Is the proposed water supply insufficient for the purpose intended?
3. Is the application made in good faith or for delay or speculative purposes?
4. Has the applicant sufficient financial resources with which to complete the project?

RECEIVED

MAY 22 1996

Kent W. Foster
Page 2

5. Will the proposed use under this permit conflict with the local public interest?

6. Is the proposed use contrary to conservation of water resources within the State of Idaho?

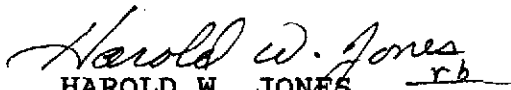
The protestant must be prepared to present proof of allegations involving one or more of the six items.

In addition, Rule 302 of the Department's Rules of Procedure requires a protestant to send a copy of the protest to the applicant in question. The address is as follows:

ESTATE OF REED SAUREY
3778 N 2000 W
REXBURG ID 83440

If this office can be of further assistance, please contact us.

Sincerely,


HAROLD W. JONES *rb*
Water Rights Supervisor

HWJ:rb
pc: IDWR - State Office

MAY 22 1996

LAW OFFICES

HOLDEN, KIDWELL, HAHN & CRAPO

IDAHO FALLS OFFICE

FRED J. HAHN
 KENT W. FOSTER
 ROBERT E. FARNAM
 WILLIAM D. FALER
 STEPHEN E. MARTIN
 CHARLES A. HOMER
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 JOHN G. SIMMONS, P.A.
 ROBERT M. FOLLETT
 JAMES K. SLAVENS

WEST ONE BANK
 P.O. BOX 50130
 330 SHOUP AVENUE
 IDAHO FALLS, IDAHO 83405

TELEPHONE (208) 523-0620
 TELEFAX (208) 523-9518

KEY FINANCIAL CENTER
 702 W. IDAHO SUITE 810
 BOISE, IDAHO 83702

TELEPHONE (208) 343-0820
 TELEFAX (208) 343-8078

BOISE OFFICE

TODD J. WILCOX
 FREDERICK J. HAHN III
 RONALD D. CHRISTIAN

ARTHUR W. HOLDEN
 (1877-1967)
 ROBERT B. HOLDEN
 (1911-1971)
 TERRY L. CRAPO
 (1939-1982)
 WILLIAM S. HOLDEN
 (1907-1988)

May 20, 1994

Idaho Department of Water Resources
 900 North Skyline
 Idaho Falls, Idaho 83402

Gentlemen:

We are writing this letter at the request of our clients, Owsley Canal Company, whose address is: Terreton, Idaho 83450; Jacket Canal Company, whose address is: Hamer, Idaho 83425; Holley Water Users, Inc., whose address is: Hamer, Idaho 83425; Independent Water Users of Mud Lake, Inc., whose address is: Terreton, Idaho 83250; Producers Irrigation Company, whose address is: Montevieu, Idaho 83435; Jefferson Irrigation Company, whose address is: Montevieu, Idaho 83435; and Montevieu Canal Company, whose address is: Montevieu, Idaho 83435; to protest the Application for Permit No. 31-7509, filed in the name of Estate of Reed Saurey. This protest is made upon the grounds and for the reason that the proposed water use will reduce the quantity of water under existing water rights, that the water supply itself is insufficient for the purpose for which is sought to be appropriated, and that it will conflict with the local public interest.

Yours very truly,



Kent W. Foster

pc: Estate of Reed Saurey

RECEIVED
 MAY 10 1996

Department of Water Resources

RECEIVED
 MAY 22 1994

The Jefferson Star
Rigby, Idaho

AFFIDAVIT OF PUBLICATION

State of Idaho)
) ss
County of Jefferson)

I, Christine Fee

of the Jefferson Star, published weekly at
Rigby, Jefferson County, Idaho, do
solemnly swear that the

Notice of Application,
a copy of which notice appears attached
hereto, was published in the regular and
entire issue of said newspaper, and not in
any supplement issue thereof for 2
consecutive issues, the first publication
having been made on May 4, 94
and the last publication having been made
on May 11, 94.

Further, that said newspaper is one of
general circulation in said county; that it is a
legal newspaper, conforming to legal
specifications under the Idaho Statutes; that
it has at least two hundred bona fide
subscribers living within the county of
publication; and that it has been
continuously and uninterruptedly published
in said county during a period of seventy-
eight consecutive weeks prior to the first
publication of the said notice.

Christine Fee

On this 16 day of May
in the year of 1994, before me, a Notary
Public, personally appeared

Christine Fee,

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 she
executed the same.

Crystal Foster
Notary Public of Idaho

Residing at 1032 N. 1100 E. - Shelley ID

My commission expires March 8, 1999

TRUST WATER RIGHTS
31-07809
SAUREY, EST. OF REED
3778 N. 2000 W.
REXBURG, ID 83440
Source: GROUNDWATER
Diversion Pt: SWNW Sec 2 T 07N R
37E in JEFFERSON County
Use: IRRIGATION (2.280 CFS)
Total Diversion: (2.280 CFS)
Date Filed: 10/27/1988
In: JEFFERSON County
T07N R37E S02 Lot 3 (NENW) Lot 4
(NWNW) SWNW SENW
114.0 Acres total
Applicant contends irrigation has
taken place since 1982
The permit(s) will be subject to all
prior water rights. Protests may be sub-
mitted based on the criteria of Sec. 42-
203A, Idaho code and/or the new public
interest criteria of Sec. 42-203C, Idaho
Code. Protests must be filed with the
Director, Dept. of Water Resources,
Statehouse Mall, Boise, Idaho 83720 on
or before MAY 23, 1994.
R. Keith Higginson, Director

INDEXED

MAY 22 1996

Source: GROUNDWATER

```

Use: IRRIGATION          ( 2.280 CFS)
      Total Diversion: ( 2.280 CFS)

```

In: JEFFERSON County
T07N R37E S02 Lot 3 (NENW) Lot 4 (NWNW) SWNW SENW

114.0 ACRES TOTAL

Applicant contends irrigation has taken place since 1982

Директор

MAY 22 1963

The permit(s) will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42-203A, Idaho Code and/or the new public interest criteria of Sec. 42-203C, Idaho Code. Protests must be filed with the Director, Dept. of Water Resources, Statehouse Mail, Boise, Idaho 83720 on or before MAY 23, 1994.

R. Keith Higginson, Director

Published: 5/ 4/1994 & 5/11/1994

MAY 22 1996

To	Skip	From	Cindy
Co.	IDWR	Co.	IDWR
Dept.	Eastern Region	Phone #	327-944
Fax #		Fax #	

MEMORANDUM

To: Loren Holmes

From: L. Glen Saxton *LS*

RE: EXCEPTIONS TO THE MAY 15, 1992 SNAKE RIVER BASIN MORATORIUM

Date: March 11, 1993

On July 1, 1992, the Director issued Application Processing Memorandum # 54 which further described some exceptions to the moratorium against the approval of new applications for permit. This memo included the following statement:

"The moratorium may be interpreted to allow the continued processing and approval of applications proposing to cover an existing use. Such existing use must predate the start of the Snake River Basin Adjudication in November 1987."

Applications which appear to qualify for approval under this exception must be documented and supported with more than a mere self-serving comment in the application that the development was preexisting. The three (3) attached applications (36-08632, 36-08673 and 36-08674) need more documentation of pre-November 1987 use than now is in the files.

Please request the applicants to provide us with additional information to support the statements that the development was in place prior to November 1987. Examples of supporting information include pump records, aerial photographs, various receipts, ASCS crop records, etc. Affidavits from parties should be our least acceptable type of supporting information.

RECEIVED

MAY 22 1996

P

March 4, 1994

This is to verify the piece of ground North of the shop building with the following land description: NW $\frac{1}{4}$ of Section 2 TWP 7 N Range 37 E, has been farmed with water applied beginning with the year 1982 to the present time. Permit Identification Number 317509.

Stan D. Neville

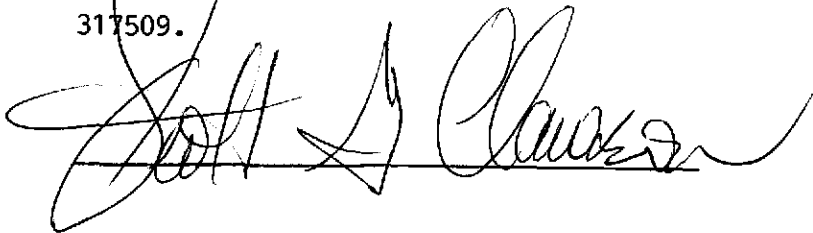
RECORDED

MAY 22 1996

p

March 4, 1994

This is to verify the piece of ground North of the shop building with the following land description: NW $\frac{1}{4}$ of Section 2 TWP 7 N Range 37 E, has been farmed with water applied beginning with the year 1982 to the present time. Permit Identification Number 317509.

A handwritten signature in cursive script, appearing to read "Scott A. Clausen", written over a horizontal line.

UNRECORDED

MAY 22 1996

March 4, 1994

This is to verify the piece of ground North of the shop building with the following land description: NW $\frac{1}{4}$ of Section 2 TWP 7 N Range 37 E, has been farmed with water applied beginning with the year 1982 to the present time. Permit Identification Number 317509.

Labor Lee Brown

I soil tested for a Mr. Alon Moore on the above mentioned piece of ground to go to Potatoes in Late March or Early April 1982 & I verify that it was farmed & watered in that same year.

Respectfully Yours
Labor Lee Brown
03-26-94

MAY 22 1996

March 4, 1994

This is to verify the piece of ground North of the shop building with the following land description: NW $\frac{1}{4}$ of Section 2 TWP 7 N Range 37 E, has been farmed with water applied beginning with the year 1982 to the present time. Permit Identification Number 317509.

Alan A. Decker

RECEIVED

MAY 22 1996

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region
900 N Skyline

Idaho Falls, Idaho 83402
(208) 525-7161

MAY 2, 1994

THE JEFFERSON STAR
P.O. BOX 37
RIGBY, ID 83442

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 MAY 23, 1994.

Yours truly,


Rita Bodell
Secretary

Encl.

RECEIVED
MAY 22 1996

December 13, 1988

Estate of Reed Saurey
3778 N. 2000 W.
Rigby, Idaho 83440

RE: Application for Permit #31-7509

Dear Water Right Applicant:

The Department of Water Resources acknowledges receipt of your application for water right permit. The application has been assigned identification No. 31-7509. Please refer to this number in all future correspondence.

The Department can not proceed with the processing of your application at this time. It seeks the appropriation of water within the area covered by the civil suit of Idaho Power Company vs. Idaho Department of Water Resources, et al., Ada County Civil No. 81375 (Swan Falls Suit). Until there has been a final resolution to this suit and rules and regulations promulgated for considering new appropriations, the processing of applications in this area has been suspended. During the interim, your application will be held in this office.

The staff in our office will be glad to answer any questions you have concerning the above matter.

Respectfully submitted,

Harold W. Jones
Water Rights Supervisor

RECEIVED

MAY 22 1996

15-282

Rigby Title & Development Co., Inc.

Law Offices of
Breck Barton & Associates, P.A.
305 West Main
P.O. Box 100
Rexburg, ID 83440
356-4880

I HEREBY CERTIFY THE
FOREGOING INSTRUMENT
TO BE A TRUE AND COR-
RECT COPY OF THE ORIG-
INAL ON FILE IN MY
OFFICE.

DATED 28 April 88

MARIE B. HOOPES
Madison County Clerk,
Auditor and Recorder,
Clerk of the District Court

by K. Muell
Deputy

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MADISON
MAGISTRATES DIVISION

IN THE MATTER OF THE ESTATE OF)

E. REED SAUREY,)

Deceased.)

CASE NO. CVP-6809

LETTERS TESTAMENTARY

The Will of E. Reed Saurey, deceased, having been proved and
admitted to probate in the above named court and Elaine Saurey
having been appointed Personal Representative, now, therefore,
these Letters Testamentary are hereby issued to Elaine Saurey as
Personal Representative of the Estate of E. Reed Saurey.

WITNESS: Honorable Brent Moss, Magistrate of the District
Court, Madison County, Idaho, with the seal of the court affixed
this 12 day of April, 1988.

Brent Moss
Magistrate Judge

STATE OF IDAHO,)
ss.)
County of Madison.)

I, Elaine Saurey, hereby accept the duties of Personal
Representative of the Estate of E. Reed Saurey and do solemnly
swear that I will perform, according to law, the duties of
Personal Representative.

248187

Microfilm No. _____
2 Day May 1988
At 3:20 O'Clock PM
TAMRA K. STITT
Jefferson Co. Recorder
Fee \$ 6.00 SK Deputy
Recorded at Request of
Rigby Title

Elaine Saurey
Elaine Saurey

MAY 22 1996

31-07509

CERTIFICATE

SUBSCRIBED AND SWORN to before me this 12 day of April,
1988. _

Burt J. Mann
Magistrate Judge

RECORDED

MAY 22 1996

CONDITIONAL SALE SECURITY AGREEMENT

FARM

The undersigned Seller, **GOLDEN WEST FALLS, INC.**

hereby sells and the undersigned

ALAN WEAVER FARMS

hereby buy to the terms and conditions hereinafter set forth, the following described merchandise, delivery and condition of which are hereby acknowledged and accepted; and Buyer acknowledges that SELLER HAS RETAINED TITLE TO AND TAKEN A SECURITY INTEREST IN SAID MERCHANDISE AND ALL OTHER PROPERTY DESCRIBED HEREIN AND ALL EQUIPMENT, ACCESSORIES, ACCESSIONS AND REPLACEMENTS THERETO (all of which collectively referred to herein as "Goods") TO SECURE PAYMENT OF BUYER'S OBLIGATIONS HEREUNDER AND OTHER AND FUTURE INDEBTEDNESS OF BUYER TO SELLER OR ASSIGNEE.

QUANTITY	NEW OR USED	MAKE	MODEL	SERIAL NO.	DESCRIPTION OF ARTICLES	CASH PRICE
1	new	Valley	4271	40107	Center Pivot	35,075.00
1	used	Layne & Bowler		Bowl# F0556	Deep Turbine Pump	14,637.00

Buyer agrees to pay the "TOTAL OF PAYMENTS" at the office of Seller if this agreement is assigned at such office as Assignee shall designate Buyer in writing, in ONE equal consecutive monthly installments of \$6,447.60 each (final payment to be \$), the first installment due November 30, 19 82, and each following installment of the same day of each succeeding month; or in installments as follows:

BALLOON PAYMENT, if any, and conditions, if any, for refinancing same if not paid when due: \$

1. CASH PRICE (excluding sales tax)	\$49,712.00
2. DOWN PAYMENT:	
Gross Trade-in	\$
Less Owing	\$
Net Trade-in	\$
Cash Down-payment	\$15,000.00
Total Down-payment	\$15,000.00
3. Sales Tax (based on cash price less net trade-in)	\$-0-
4. Unpaid Balance of Cash Price (Item 1, less Item 2, plus Item 3)	\$34,712.00
5. Other Charges:	
Filing & Related Fees	\$
License & Transfer of Title	\$
Physical Damage Insurance	\$
Credit Life and/or Disability	\$
Total Other Charges	\$-0-
6. Unpaid Balance and Amount Financed (4 plus 5)	\$34,712.00
7. FINANCE CHARGE	
Time Price Differential	\$1,735.60
Other (list)	\$
Total FINANCE CHARGE	\$1,735.60
8. TOTAL OF PAYMENTS (Item 6, plus 7)	\$36,447.60
9. DEFERRED PMT PRICE (sum of Items 1, 3, 5 & 7)	\$
10. ANNUAL PERCENTAGE RATE	20%

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Together with a LATE CHARGE of 5% of each installment, to a maximum of \$5.00 past due for 10 or more days. Further, in event of default, Buyer shall be liable to Seller or Assignee for reasonable expenses incurred in enforcing the security interest. If any, reasonable attorney's fees, and Seller or Assignee shall have a right of set-off.

IN EVENT OF ADVANCE PAYMENT of full unpaid balance of Total of Payments, Seller or Assignee will return a rebate of pre-computed interest and unused insurance premiums, computed under the Rule of 78's but subject to a minimum charge of \$ in the event the financed loan finance charge is less than said minimum.

INSURANCE DISCLOSURES

PHYSICAL DAMAGE INSURANCE. During the term of this Agreement, Buyer is required to keep the Goods continuously insured to the full insurable value against physical damage from such causes as Seller may require. BUYER MAY CHOOSE THE PERSON THROUGH WHICH THIS INSURANCE IS TO BE OBTAINED subject only to Seller's right to reject any insurer offered for reasonable cause. Such insurance is available through:

Seller at a cost of \$ for a term of

☐ Seller to Order ☐ Buyer to Provide

NO LIABILITY INSURANCE IS PROVIDED BY THE AGREEMENT.

CREDIT LIFE AND DISABILITY INSURANCE are not required in connection with this Agreement, but are available through Seller, if the Buyer desires the appropriate statement below.

The premium of Credit Life Insurance, for the term of this agreement is \$

The premium of Credit Life and Disability Insurance for the term of this Agreement is \$

I desire ☐ Credit Life ☐ Credit Life and Disability (check one)

Date of Birth: Place of Birth:

Signature

hereby certify this is a true and exact copy of a document signed by

Alan Weaver

dated 9-16-82

Witnessed and sworn before me this

date 5-9-84

Signature

NOTARY PUBLIC

1. BUYER WARRANTIES AND COVENANTS:

1.01 CAPACITY. Buyer is competent to enter into agreement.

1.02 USE. The Goods are bought or used primarily for:

(Check one)

☐ Personal, family or household purposes

☐ Farming operations

☐ Business use

1.03 LOCATION OF GOODS. The Goods were delivered or will be delivered on

Jefferson County, Idaho. Buyer will not remove the Goods from said state without the written consent of Seller

1.04 RESIDENCY. Buyer resides or maintains his chief place of business if not an individual, in the county set forth above, unless so other county is indicated here:

Madison

County, Idaho

1.05 FIXTURES. If checked here (), the Goods are to be or have been attached to real estate. Except as otherwise indicated, the parties intend that said Goods shall always remain personal property. A legal description of the real estate is as described on exhibits attached hereto, and the name of the record owner is:

Alan Weaver Farms

Buyer will on demand of Seller furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the estate or any interest in the Goods which is prior to Seller's interest.

NOTICE TO BUYER. ASSIGNEE OF SELLER WILL RELY ON THESE REPRESENTATIONS WHICH YOU MAKE BY SIGNING THIS AGREEMENT. THAT YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT AND THAT PRIOR TO SIGNING, THIS AGREEMENT WAS C

DATE AND ALL BLANKS WERE FILLED IN.

Seller Signs: *Alan Weaver*

Buyer Signs: *Alan Weaver*

Address: *Jefferson County, Idaho*

ASSIGNMENT (FULL RECOURSE)

IN FULL VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to the Bank, all the and interest of the undersigned in and to the above Security Agreement, the Goods therein described and all proceeds thereof, and he warrants due and punctual payment of all sums due or to become due thereunder, and hereby consents that without further notice and without release of the undersigned the holder of said Agreement may at its discretion give grace or indulgence in the collection of the same, grant extension of time for the payment or performance of said Agreement either before, at or after maturity, increase or decrease the rate of interest. The undersigned warrants that the Agreement is genuine, that Buyer has capacity to contract, that title to the aforesaid property rests in the undersigned, that the undersigned has the right to make this assignment, that the aforesaid property is free from any lien and/or encumbrance and that all disclosures required by the Federal Truth in Lending Act and Uniform Consumer Credit Code have been made to Buyer in the proper manner.

The undersigned hereby waives (a) the right, if any, to the benefit of, or to direct the application of any security hypothecated to the Bank, until a default in the performance of the Buyer's obligations, and (b) the right to require the Bank to proceed against the Buyer, or to pursue any other remedy in the Bank's power, and agrees that the Bank may proceed against any of the undersigned directly and independently of the Buyer, at the cessation of the liability of the Buyer, for any reason other than full payment, or any extension, forbearance, change or rate of interest, or any release or substitution of security, or any impairment or suspension of the Bank's remedies or rights against the Buyer, shall not in any way affect the liability of any of the undersigned hereunder.

The undersigned agrees to indemnify and hold harmless the Bank from and against any and all loss, damages, claims, demands, suits, causes of action and expenses which the Bank may at any time suffer or incur by reason of any claim or defense asserted by the Buyer against the Bank or the provisions of the Uniform Consumer's Credit Code.

Dated: *May 22 1986*

Seller Signs: *Alan Weaver*

THE TERMS AND CONDITIONS APPEARING ON THE BACK HEREOF ARE PART OF THIS SECURITY AGREEMENT

1. BUYER HEREBY WARRANTS AND COVENANTS

1.01 CAPACITY. Buyer is competent to enter into the Agreement.

1.02 LOCATION OF GOODS. Buyer will not remove the Goods from the State of Idaho without written consent of Seller.

1.03 PERFECTION OF SECURITY INTEREST. The Buyer agrees to execute and file an original, duplicate original or a certified true copy of this security agreement with the Idaho Department of Law Enforcement, and do whatever may be necessary under applicable law to perfect and continue the Seller's interest in the Goods, all at Buyer's expense.

1.04 SALE PROHIBITED. Buyer will not sell or offer to sell or otherwise transfer the Goods or any interest therein without the written consent of Seller. By claiming proceeds or products of the Goods in any Financing Statement prepared in conjunction with this Security Agreement, the Seller shall not be deemed to have given Buyer any implied power to sell or otherwise transfer the Goods or any interest therein.

1.05 OBLIGATION TO MAKE PAYMENTS - INSURANCE. No transfer, renewal, extension or assignment of any interest under this Agreement, and no loss or destruction of said Goods shall release Buyer from his obligations hereunder. Proceeds from insurance policies required by this Agreement shall be payable to Seller as its interest may appear and all policies shall provide for at least ten days notice to Seller. Upon request, policies or certificates attesting coverage shall be deposited with Seller. In the event of loss, Seller shall have full power to collect any and all insurance upon the Goods and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the Goods. Seller shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

1.06 ADVERSE LIENS AND USE. Buyer will keep the Goods free from any adverse lien, security interest or encumbrance. Buyer will not create nor permit the existence of any adverse lien, security interest or encumbrance other than that created hereby on the Goods without written consent of Seller. Any certificate of title now or hereafter existing on any of the Goods will be delivered to Seller and will recite the interest of Seller. Buyer will keep the Goods in good order and repair and will not waste or destroy the Goods or any part thereof. Buyer will not use or permit anyone to use the Goods in violation of any statute, ordinance, or state or federal regulation; and Seller may examine and inspect the Goods at any reasonable time, wherever located.

1.07 TAXES AND ASSESSMENTS. Buyer will pay promptly when due all taxes and assessments upon the Goods or for its use or operation or upon this agreement or upon any note or notes evidencing the obligations.

2. WAIVER OF WARRANTIES. The Buyer has made an independent investigation of the Goods and has relied solely upon his own investigation with reference thereto in entering into this agreement, and has placed no reliance nor acted upon any representations or warranties upon the part of the Seller or Seller's agent not specifically set forth herein. THERE ARE NO WARRANTIES WHICH EXIST BEYOND THE DESCRIPTION ON THE FACE HEREOF. SELLER SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY. Manufacturer's warranties are theirs, not Seller's.

2.01 It is understood and agreed that there is no representation or warranty that the "year and model" of said property as hereinabove stated, correctly states the year in which said property was manufactured but is merely used for convenience in describing it.

3. ASSIGNMENT. Seller may assign this agreement, and any such assignment shall vest in the assignee of the Seller all of the Seller's rights together with title to said Goods, and in such event whenever the word "Seller" is used herein, it shall be taken to mean its assignee and all payment required to be made hereunder by Buyer shall be paid in full to such assignee.

4. TRADE-INS. Buyer warrants that the Goods traded herein, if any, is free from any lien, encumbrance or other charges or security interest, and breach of said warranty shall be a breach of this contract.

5. SELLER'S RIGHT TO PAY TAXES, ETC., BUYER'S RIGHT TO POSSESSION. The Seller is not required to, but may, at its option discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Goods, pay for insurance on the Goods, pay for the maintenance and preservation of the Goods, pay any filing or recording fees, or any other charges payable by Buyer and any amount so paid shall be added to the debt and shall be secured hereby and shall be repayable by Buyer on demand. The rights granted by this paragraph are not a waiver of any other rights of Seller arising from breach of any of the covenants hereof by Buyer.

6.01 Until default Buyer may have possession of the Goods and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

6. DEFAULT. Time is of the essence of this agreement and Buyer shall be in default under this agreement upon the happening of any of the following events or conditions.

ASSIGNMENT (WITHOUT RECOURSE)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to _____ all right, title and interest of the undersigned in and to the above Security Agreement, the Goods therein described and all proceeds thereof, warranting that the Agreement is genuine, that Buyer has capacity to contract, that title to the aforesaid Goods rest in undersigned, that the undersigned has the right to make this assignment, that the aforesaid Goods is free from any lien and/or encumbrance, that the filing information contained in paragraph 4 is correct and that all disclosures required by the Federal Truth in Lending Act have been made to Buyer in the proper manner.

The undersigned represents and states that said agreement arose from the bona fide sale of the Goods described therein, that said Goods have been delivered into the possession of Buyer named therein on the date shown and that the security interest therein has properly perfected.

The undersigned agrees to indemnify and hold harmless the Bank from and against any and all loss, damages, claims, demands, causes of action, costs and expenses which the Bank may at any time suffer or incur by reason of any claim or defense asserted by Buyer against the Bank by virtue of the provisions of the Uniform Consumer's Credit Code.

Date: _____ 19____

Seller Signs _____

18A-10 REV. (2-78)

I hereby certify this is a true and correct copy of a document signed by

Alan Weaver

and dated 9-16-82

Certified and sworn before me this

date 5-9-84

Jessie Robinson
NOTARY PUBLIC

BY _____

TITLE _____

MAY 22 1986

MAY 22 1986

This FINANCING STATEMENT is presented to filing officer for filing pursuant to the Uniform Commercial Code.

No. of additional sheets presented:

FOR FILING OFFICER ONLY
(Date, time, number and filing office)

1. Debtor(s): (last name first, and making address(es))

2. Secured Party(ies) and address(es):

3. Assignee(s) of Secured Party(ies) and address(es):

Alan Weaver Farms
52 West Sunset Circle
Rexburg, Idaho 83440

Golden West Idaho Falls
P.O. Box 488
Rexburg, Idaho 83440

MAY 09 1984
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RECEIVED
226975 SK

4. This Financing Statement covers the following types (or items) of property:
(Use this space for Real Property legal description and name of record owner, if required.)

1-1982 Model 4271 Valley Center Pivot-7 Tower, 1289' S.N. 40107
1-Layne & Bowler Turbine Pump with 180'-8" Col. Bowl S.N. P0556
Location: NW 1/4 Sec. 2, T7N, R37E, BM Jefferson County

Valley Bank
P.O. Box 2118
Idaho Falls, Idaho 83401

CHECK ☒ IF COVERED ☐ Products of collateral are also covered.

Filed with: ☐ Secretary of State ☐ County Recorder of

County

If one of the following boxes is checked, the secured party may sign the financing statement. The collateral described herein is:
☐ Brought into this state already subject to a security interest in another jurisdiction.
☐ Subject to a security interest in another jurisdiction, and the debtor's location has changed to this state.
☐ Proceeds of the original collateral described above in which a security interest was perfected.
☐ The subject of a financing statement which has lapsed.
☐ Subject to a security interest perfected under a prior name or identity of the debtor.

Signature is on attached Security Agreement.

Golden West Idaho Falls Inc.

BY: Signature of Debtor(s)
1-FILING OFFICER-ALPHABETICAL

BY: Signature of Secured Party(ies) or Assignee of Record

Idaho Form (UCC-1) Rev 5-81

FORM APPROVED BY PETE T. CENARRUSA, SECRETARY OF STATE

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RECEIVED

MAY 22 1996

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1978 map ELP

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~~1986 Camp Report~~

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Trains to Anderson

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MAY 22 1996

Law Offices of
Breck Barton & Associates, P.A.
305 West Main
P.O. Box 100
Rexburg, ID 83440
356-4880

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF MADISON
MAGISTRATES DIVISION

IN THE MATTER OF THE ESTATE OF)
E. REED SAUREY,) CASE NO. CVP-6809
Deceased.) LETTERS TESTAMENTARY

The Will of E. Reed Saurey, deceased, having been proved and admitted to probate in the above named court and Elaine Saurey having been appointed Personal Representative, now, therefore, these Letters Testamentary are hereby issued to Elaine Saurey as Personal Representative of the Estate of E. Reed Saurey.

WITNESS: Honorable Brent Moss, Magistrate of the District Court, Madison County, Idaho, with the seal of the court affixed this 22 day of April, 1988.

Brent Moss
Magistrate Judge

STATE OF IDAHO,)
ss.)
County of Madison.)

I, Elaine Saurey, hereby accept the duties of Personal Representative of the Estate of E. Reed Saurey and do solemnly swear that I will perform, according to law, the duties of Personal Representative.

Microfilm No. 405630
29 Day April 19 88
At 4:30 O'Clock 2 M
PETTY J. HILL
FREMONT CO. RECORDER
Fee \$ 6.00 Deputy
Recorded At Request of
AMERICAN LAND TITLE CO., INC.

Elaine Saurey
Elaine Saurey

MAY 22 1996

SUBSCRIBED AND SWORN to before me this 12 day of April,
1988.



Bruce J. Mann
Magistrate Judge

RECORDED

MAY 22 1996

ALAN WEAVER FARMS

hereby buys, subject to the terms and conditions hereinafter set forth, the following described merchandise, delivery and condition of which are hereby acknowledged and accepted; and Buyer acknowledges that the Seller has retained title to and taken a security interest in said merchandise and all other property described herein and all equipment, accessories, additions and replacements thereto (all of which collectively referred to as the "Goods") to secure payment of Buyer's obligations hereunder and other and future indebtedness of Buyer to Seller or assignee.

QUANTITY	NEW OR USED	MAKE	MODEL	SERIAL NO.	DESCRIPTION OF ARTICLES	CASH PRICE
1	new	Valley	4271	40107	Center Pivot	35,075.00
1	used	Layne & Bowler		Bowl# F0556	Deep Turbine Pump	14,632.00

Buyer agrees to pay the "TOTAL OF PAYMENTS" at the office of Seller. If this agreement is assigned at such office as Assignee shall designate. Buyer in writing, in one equal consecutive monthly installments of 75,447.60 each (final payment to be \$), the first installment due November 30, 19 82, and each succeeding installment of the same day of each succeeding month; or in installments as follows:

BALLOON PAYMENT, if any, and conditions, if any, for refinancing: If not paid when due: \$

1. CASH PRICE (excluding sales tax) 49,712.00
2. DOWN PAYMENT:
Gross Trade-in \$
Less Owing \$
Net Trade-in \$
Cash Down-payment 15,000.00
Total Down-payment 15,000.00
3. Sales Tax (based on cash price less net trade-in) -0-
4. Unpaid Balance of Cash Price (item 1, less item 2, plus item 3) 34,712.00
5. Other Charges:
Filing & Related Fees \$
License & Transfer of Title \$
Physical Damage Insurance \$
Credit Life and/or Disability \$
Total Other Charges -0-
6. Unpaid Balance and Amount Financed (4 plus 5) 34,712.00
7. FINANCE CHARGE:
Time Price Differential 1,735.60
Other (list) \$
Total FINANCE CHARGE 1,735.60
8. TOTAL OF PAYMENTS (item 6, plus 7) 36,447.60
9. DEFERRED PMT PRICE (sum of items 1, 3, 5 & 7) 20
10. ANNUAL PERCENTAGE RATE

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HEREOF OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

together with a LATE CHARGE of 5% of each installment, to a maximum of \$5.00 per due date for 10 or more days. Further, in event of default, Buyer shall be liable to Seller or Assignee for reasonable expenses incurred in enforcing the security interest, if any, reasonable attorney's fees, and other or Assignee shall have a right of set-off.

IN EVENT OF ADVANCE PAYMENT of full unpaid balance of Total of Payments, Seller or Assignee will return a rebate of pre-computed interest and unused insurance premiums, computed under the Rule of 78's but subject to a minimum charge of \$ in the event the actual loan finance charge is less than said minimum.

INSURANCE DISCLOSURES

PHYSICAL DAMAGE INSURANCE. During the term of this Agreement, Buyer is required to keep the Goods continuously insured to the full available value against physical damage from such causes as Seller may require. BUYER MAY CHOOSE THE PERSON THROUGH WHOM SUCH INSURANCE IS TO BE OBTAINED subject only to Seller's right to reject any insurer offered for reasonable cause. Such insurance is available through Seller at a cost of \$ for a term of

☐ Seller to Order ☐ Buyer to Provide

NO LIABILITY INSURANCE IS PROVIDED BY THE AGREEMENT.

CREDIT LIFE AND DISABILITY INSURANCE are not required in connection with this Agreement, but are available through Seller, if the Buyer gives the appropriate statement below.

The premium of Credit Life Insurance, for the term of this agreement is \$

The premium of Credit Life and Disability Insurance for the term of this Agreement is \$

I desire ☐ Credit Life ☐ Credit Life and Disability (check one)

Date of Birth: Place of Birth:

Signature

1. BUYER WARRANTIES AND COVENANTS:

1.01 CAPACITY. Buyer is competent to enter into agreement.

1.02 USE. The Goods are bought or used primarily for:

- (Check one)
☐ Personal, family or household purposes
☐ Farming operations
☐ Business use

1.03 LOCATION OF GOODS. The Goods were delivered or will be delivered on June 1, 19 82 and will be located in

Jefferson County, Idaho. Buyer will not remove the Goods from said state without the written consent of Seller.

1.04 RESIDENCY. Buyer resides or maintains his chief place of business if not an individual, in the county set forth above, unless another county is indicated here:

Madison

1.05 FIXTURES. If checked here (), the Goods are to be or have been attached to real estate. Except as otherwise indicated, the parties intend that said Goods shall always remain personal property. Legal description of the real estate is as described on exhibits attached hereto, and the name of the record owner is:

Alan Weaver Farms

Buyer will on demand of Seller furnish the latter with a disclaimer or disclaimer, signed by all persons having an interest in the real estate or any interest in the Goods which is prior to Seller's interest.

NOTICE TO BUYER. ASSIGNEE OF SELLER WILL RELY ON THESE REPRESENTATIONS WHICH YOU MAKE BY SIGNING THIS AGREEMENT. LET YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT AND THAT PRIOR TO SIGNING, THIS AGREEMENT WAS COPIED AND ALL BLANKS WERE FILLED IN.

Buyer Signs: Alan Weaver Address: _____

Seller Signs: Golden West Idaho Falls Date: _____

Address: _____

ASSIGNMENT (FULL RECOURSE)

IN VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to hereinafter called the Bank, all right and interest of the undersigned in and to the above Security Agreement, the Goods therein described and all proceeds thereof, and hereby warrants due and punctual payment of all sums due or to become due thereunder, and hereby consents that without further notice and without release a liability of the undersigned the holder of said Agreement may at its discretion give effect to the collection of the same, grant extension of time for the payment or performance of said Agreement either before, at or after maturity, increase or decrease the rate of interest, the undersigned warrants that the Agreement is genuine, that Buyer has capacity to contract, that title to the aforesaid property rests in the undersigned, that the undersigned has the right to make this assignment, that the aforesaid property is free from any lien and/or encumbrance and that all disclosures required by the Federal Truth in Lending Act and Uniform Consumer Credit Code have been made to Buyer in the proper manner. The undersigned hereby waives (a) the right, if any, to the benefit of, or to direct the application of any security hypothecated to the Bank, until all indebtedness of the Buyer to the Bank, howsoever arising, shall have been paid; (b) the right to require the Bank to proceed against the Buyer, or to pursue other remedy in the Bank's power, and agrees that the Bank may proceed against any of the undersigned directly and independently of the Buyer, at the discretion of the Bank, for any reason other than full payment, or any extension, forbearance, change or rate of interest, or of the liability of any of the undersigned hereunder. The undersigned agrees to indemnify and hold harmless the Bank from and against any and all loss, damages, claims, demands, suits, causes of action and expenses which the Bank may at any time suffer or incur by reason of any claim or defense asserted by the Buyer against the Bank, due to the provisions of the Uniform Consumer's Credit Code.

Dated: 8-16 to 8-2

Seller Signs: Golden West Idaho Falls

By: Alan Weaver TITLE

THE TERMS AND CONDITIONS APPEARING ON THE BACK HEREOF ARE PART OF THIS SECURITY AGREEMENT

WHITE PAPER

CALHOUN COUNTY, IDAHO

GOLDEN WEST IDAHO FARMS, INC.

NOTARIAL PUBLIC

MAY 22 1986