

Idaho Dept. of Water Resources
Place of Use Comparison Report

Type	WR #	Owner	Source	TRS	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SESW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	Total
Permit	36 7881	NICK M NEWBOLD,	GROUND WATER	06S21E22					9	25	38	14	18	8	14	11	40	40	40	40	135
Rec	36 15360	MARK LEE NEILSON, LETA RENAE NEILSON,	GROUND WATER	06S21E22	10.5	24	40	40									40	40	40	40	274.5
Rec	36 2417	SESTER LAKE FARM,	GROUND WATER	06S21E22					15	2	26	31	24	32	26	29					185
Rec	36 7002A	SESTER LAKE FARM,	GROUND WATER	06S21E22					15	2	26	31	24	32	26	29					185
Rec	36 7881	SESTER LAKE FARM,	GROUND WATER	06S21E22					9	25	38	14	16	8	14	11					135
Rec	36 7881	SESTER LAKE FARM,	GROUND WATER	06S21E22					9	25	38	14	16	8	14	11					135
Rec	36 7882B	MARK LEE NEILSON, LETA RENAE NEILSON,	GROUND WATER	06S21E22	10.5	24	40	40									40	40	40	40	274.5
Right	36 15360	MARK LEE NEILSON, LETA RENAE NEILSON,	GROUND WATER	06S21E22	10.5	24	40	40									40	40	40	40	274.5
Right	36 15984	NICK M NEWBOLD,	GROUND WATER	06S21E22					32	33	40	38	32	40	36	39					290
Right	36 2367	SAMUEL A CLARK JR,	GROUND WATER	06S21E22		20	40	38									40	40	40	39	257
Right	36 2368	SAMUEL A CLARK JR,	GROUND WATER	06S21E22		20	40	38									40	40	40	39	257
Right	36 2417	SESTER LAKE FARM,	GROUND WATER	06S21E22					15	2	26	31	24	32	26	29					185
Right	36 7002	SAMUEL A CLARK JR,	GROUND WATER	06S21E22					15	2	26	31	24	32	26	29					185
Right	36 7002A	SESTER LAKE FARM,	GROUND WATER	06S21E22					15	2	26	31	24	32	26	29					185
Right	36 7882B	MARK L NEILSON,	GROUND WATER	06S21E22	10.5	24	40	40									40	40	40	40	274.5

36-7002A
-2417

**Idaho Dept. of Water Resources
Place of Use Comparison Report**

Type	WR #	Owner	Source	TRS	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	Total
Permit	36 7881	NICK M NEWBOLD,	GROUND WATER	06S21E21	40			37									26			16	119
Rec	36 10024	MICHAEL S TELFORD,	GROUND WATER	06S21E21		39.6	23.5		36	37	37.5	40									213.6
Rec	36 10024	MICHAEL S TELFORD,	GROUND WATER	06S21E21		39.6	23.5		36	37	37.5	40									213.6
Rec	36 10025	MICHAEL S TELFORD,	GROUND WATER	06S21E21									40	40	39	39		40	40		238
Rec	36 10025	MICHAEL S TELFORD,	GROUND WATER	06S21E21									40	40	39	39		40	40		238
Rec	36 2408	MICHAEL S TELFORD,	GROUND WATER	06S21E21									40	40	39	39		40	40		238
Rec	36 2417	SENER LAKE FARM,	GROUND WATER	06S21E21				34									32			40	106
Rec	36 2552	MICHAEL S TELFORD,	GROUND WATER	06S21E21		39.6	23.5		36	37	37.5	40									213.6
Rec	36 7002A	SENER LAKE FARM,	GROUND WATER	06S21E21				34									32			40	106
Rec	36 7881	SENER LAKE FARM,	GROUND WATER	06S21E21	40			37									26			16	119
Rec	36 7881	SENER LAKE FARM,	GROUND WATER	06S21E21	40			37									26			16	119
Right	36 15984	NICK M NEWBOLD,	GROUND WATER	06S21E21	35			39									40			40	154
Right	36 2408	MICHAEL S TELFORD,	GROUND WATER	06S21E21									40	40	39	39		40	40		238
Right	36 2417	SENER LAKE FARM,	GROUND WATER	06S21E21				34									32			40	106
Right	36 2552	MICHAEL S TELFORD,	GROUND WATER	06S21E21		39.6	23.5		36	37	37.5	40									213.6
Right	36 7002	SAMUEL A CLARK JR,	GROUND WATER	06S21E21				3									14			24	41
Right	36 7002A	SENER LAKE FARM,	GROUND WATER	06S21E21				34									32			40	106
Right	36 8189	MICHAEL S TELFORD,	GROUND WATER	06S21E21									1	40	1	4		1	1		48
Right	36 8191	MICHAEL S TELFORD,	GROUND WATER	06S21E21		20.6	23.5		2	2	11.5	2									61.6

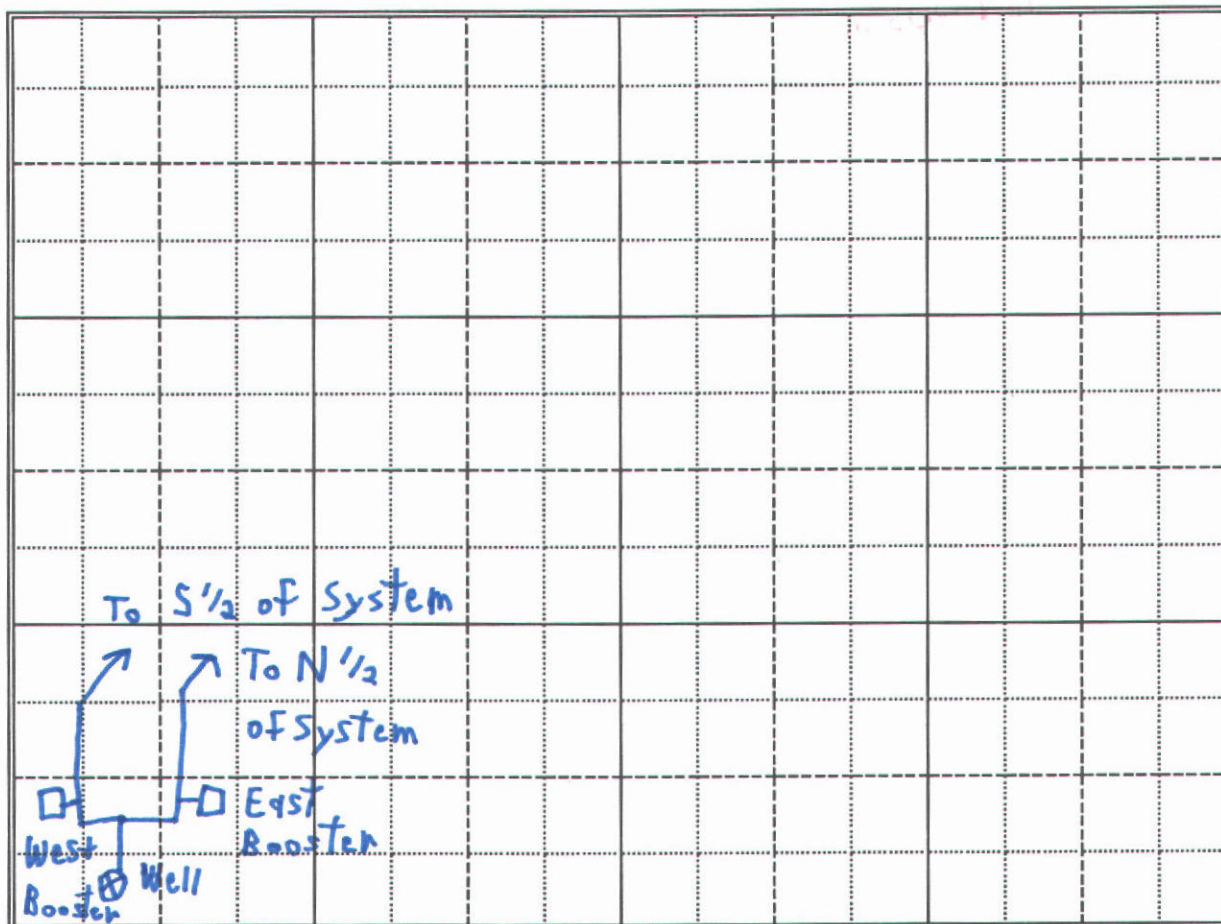
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3. **Delivery System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable.



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
Main Pump	GE	400	CKJ313015	Aurora	3P8-88033
West Booster	Marathon	100	530412	Berkeley	G170495
East Booster	Baldor	40	395C	"	M2294

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

D. FLOW MEASUREMENTS

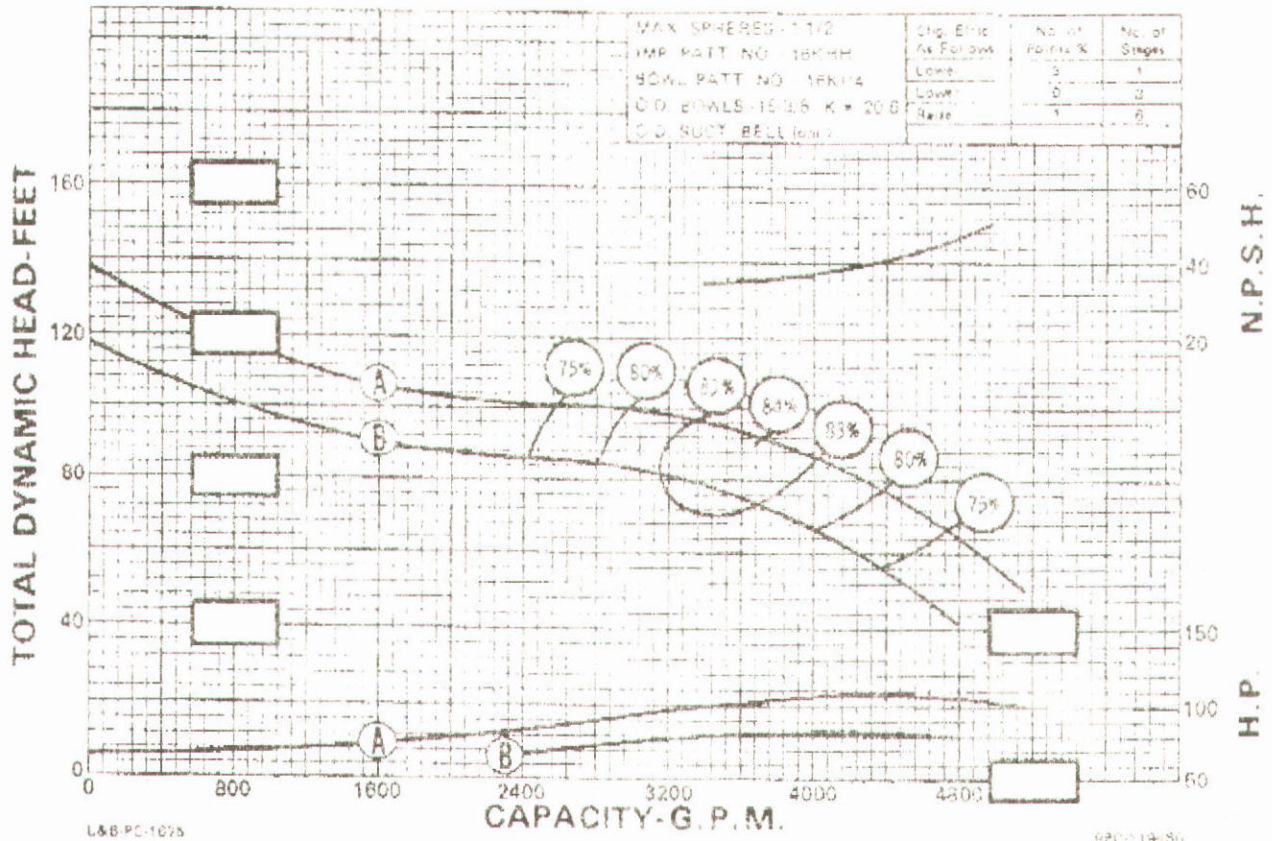
1.

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

2. Measurements: Not measured. Well not on during exam. System uses 672 4-gpm heads & a 900-gpm pivot (see pump curve) = 7.99 cfs system capacity.

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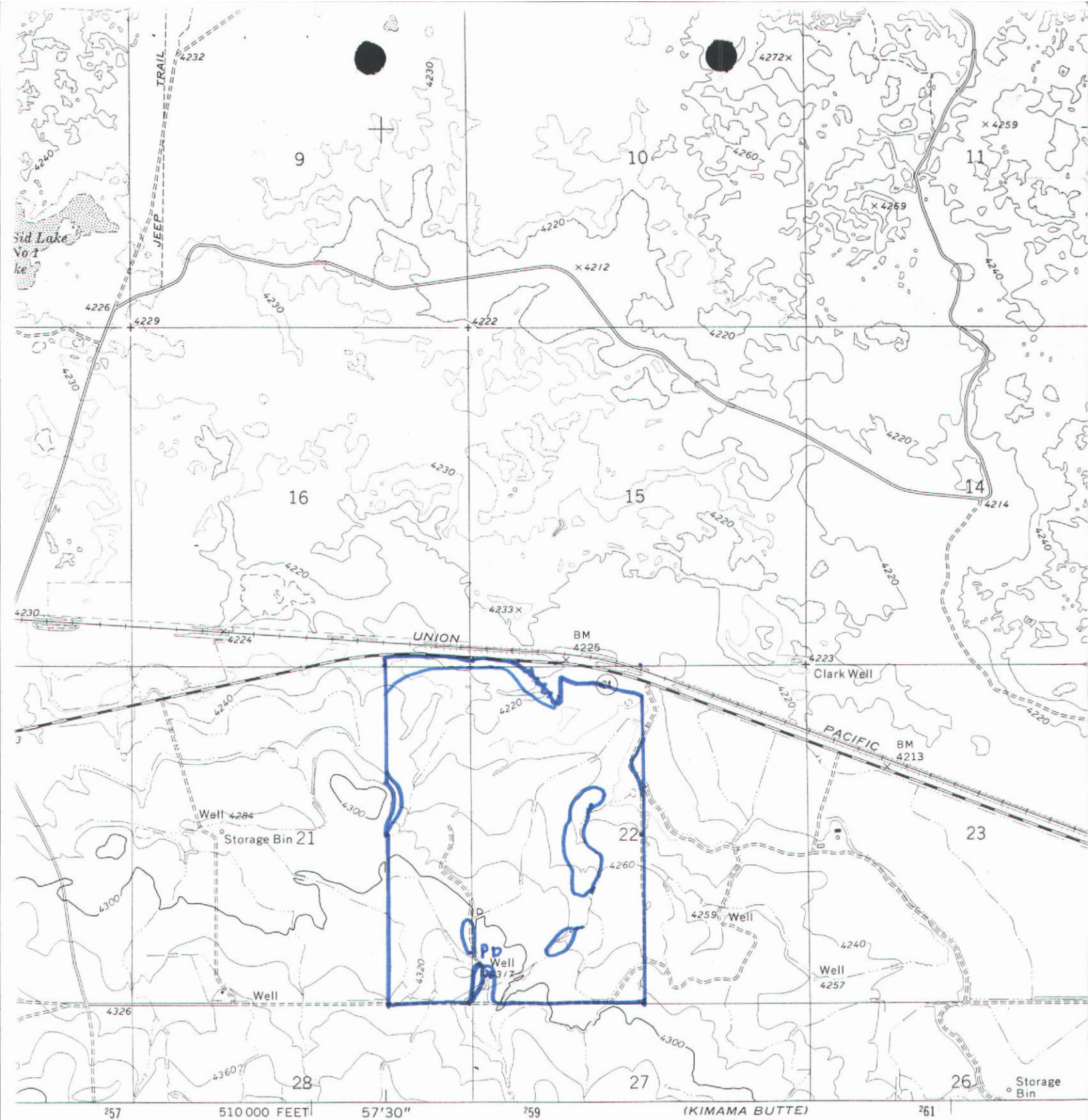
⑤ = 12.188
 ⑥ = 11.250
 ⑦ = REFER TO FACTORY

G. J. VERTI-LINE PUMPS, INC.
 1970 HIGHLAND AVE. E.
 P.O. BOX 892
 TWIN FALLS, ID 83301
 (208) 733-4278

Yuma Telefax
 400110
 3516 K114
 Design 3000 G.P.M. 390 ft. head

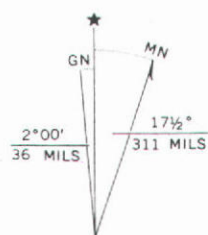
Attn: J. J. J.

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 JUN 05 2002

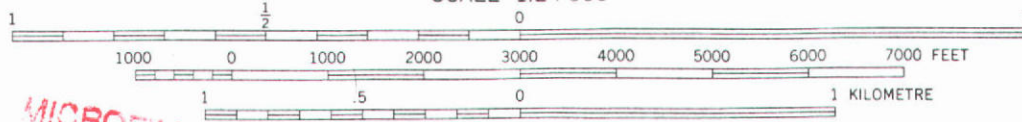


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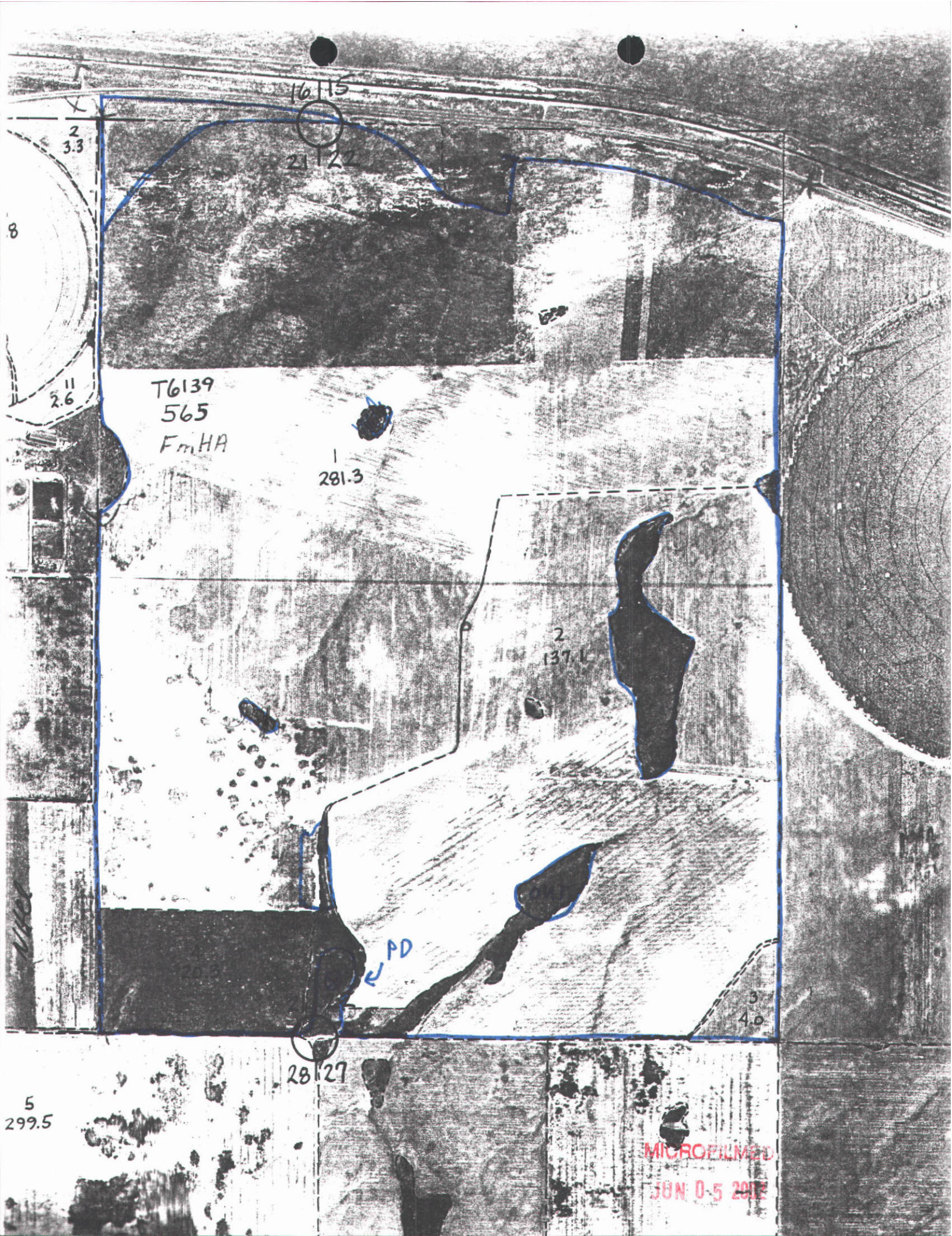
UTM GRID AND 1972 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET



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SCALE 1:24 000
CONTOUR INTERVAL 20 FEET
DOTTED LINES REPRESENT 10-FOOT CONTOURS
NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U. S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST



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MICROFILMED
JUN 0-5 2012

NO. OF CLAIMS IN POLYGON

CLAIM NUMBERS

36-2417

36-7002A

36-7881 (permit)

DATE 9/9/97

AGENT su

TRANSFER NUMBER

OBJECTION FILED No

TOTAL ACRES FROM RECOMMENDATION 291

GEOGRAPHIC INFO SYSTEM 341

RIGHT NO				NE				NW				SW				SE			
	TNS	RNG	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
RECOM	6s	21E	21				34									32		40	106
GIS				Ø			37									38		15	90
RECOM	6s	21E	22					15	2	26	31	24	32	26	29				185
GIS								30	4	39	38	33	39	31	38				252
7881 (PRA) <PERMIT>																			
RECOM	6s	21E	21	40			37									26		16	119
GIS																			
RECOM			22					09	25	38	14	16	8	14	11				135
GIS																		(part)	254

UPDATED

B36-DBPOU.DBF

B36-DBPOD.DBF

POLYGON #

UPDATED

ATTRIBUTES OF B36-POU.SHP

ATTRIBUTES OF B36-POD.SHP

A18 9/9/97 su

387

POU conflict is Due to Pending Permit 36-7881.

RECEIVED

SEP 18 1997

Department of Water Resources

P/U CONFLICT yes (X) no ()

P/D CONFLICT yes () no (X)

SENT FOR DECREE yes (X) no ()

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Diversion Works



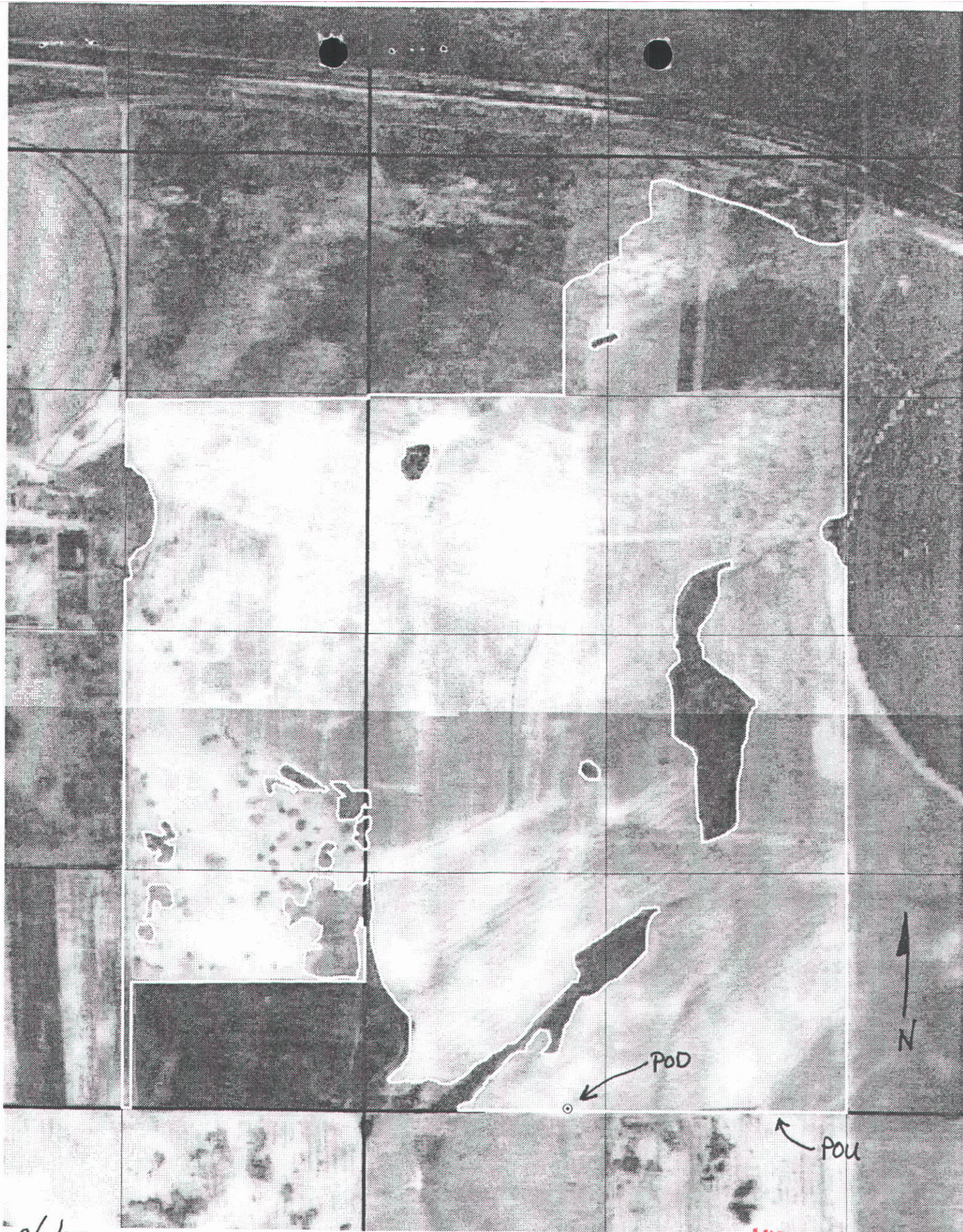
P/U

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JUN 05 2002

36-0788/A

10-18-96 JES



9/9/97
su

36-02417, 36-7002 A, 36-7881

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JUN 05 2002

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 36-15984

Priority: December 07, 1979

Maximum Diversion Rate: 2.91 CFS
Maximum Diversion Volume: 612.0 AF

It is hereby certified that MICHAEL S TELFORD
1450 W HWY 24
PAUL ID 83347

has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated December 7, 1979; and has submitted
Proof of Beneficial Use on December 27, 1984. An examination indicates that the works have a
diversion capacity of 7.99 cfs of water from:

SOURCE

GROUND WATER

and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL DIVERSION VOLUME</u>
IRRIGATION	03/15 to 11/15	2.91 CFS	612.0 AF

LOCATION OF POINT OF DIVERSION:

GROUND WATER SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 22, Twp 06S, Rge 21E, B.M., LINCOLN County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals	
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
06S 21E 21	35.0			39.0										40.0			40.0	154.0
06S 21E 22					32.0	33.0	40.0	38.0	32.0	40.0	36.0	39.0						290.0

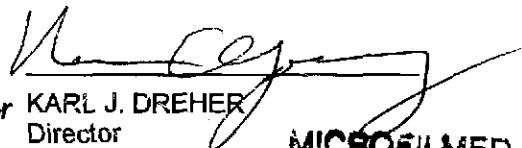
Total Acres: 444

CONDITIONS OF APPROVAL

1. This right is limited to the irrigation of 153 acres within the place of use described above in a single irrigation season.
2. Rights 36-02417 and 36-07002A are also diverted through the point of diversion described above.
3. Rights 36-02417, 36-07002A and 36-15984 when combined shall not exceed a total diversion rate of 7.99 cfs, and the irrigation of 444 acres.
4. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed and sealed this 2nd day of May, 2002.

Acting for 
KARL J. DREHER
Director

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JUN 05 2002

State of Idaho
Department of Water Resources
APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 36-15984

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Department of Water Resources

Date of Priority: December 07, 1979

Maximum Diversion Rate: 2.91 CFS

Maximum Diversion Volume: 612.0 AF

Comes now NICK M NEWBOLD
861 EAST 250 SOUTH
BOUNTIFUL UT 84010

and represents to the Director of the Idaho Department
of Water Resources that he is the owner and holder of Permit to Appropriate the Public Waters of the
State of Idaho No. 36-15984, and requests that the permit be changed as follows:

Source: GROUND WATER

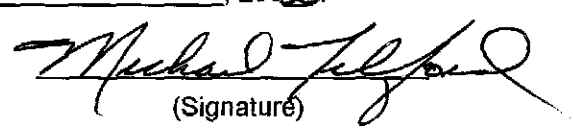
<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	2.91 CFS	612.0 AF

LOCATION OF POINT OF DIVERSION:GROUND WATER SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 22, Twp 06S, Rge 21E, B.M., LINCOLN CountyPLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S 21E 21	35.0			39.0									40.0			40.0	154.0
06S 21E 22					32.0	33.0	40.0	38.0	32.0	40.0	36.0	39.0					290.0

Total Acres: 444

Permit holder asserts that no one will be injured by such change and that such change will be made at
permit holder's own risk. Signed this 22 day of Feb., 2002.


(Signature)

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JUN 05 2002

State of Idaho
Department of Water Resources
APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 36-15984

FOR DEPARTMENT USE ONLY

Preliminary check by kw Fee = 50.00 Received by jm # CO60238 Date 2/27/02

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, Karl J. Dreher, of the Department of Water Resources hereby approve the
above Application for Amendment for Permit No. 36-15984 with the following:

CONDITIONS OF APPROVAL

1. This right is limited to the irrigation of 153 acres within the place of use described above in a single irrigation season.
2. Rights 36-02417 and 36-07002A are also diverted through the point of diversion described above.
3. Rights 36-02417, 36-07002A and 36-15984 when combined shall not exceed a total diversion rate of 7.99 cfs, and the irrigation of 444 acres.
4. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

Witness my hand this 27th day of May, 2002.

Acting for


KARL J. DREHER
Director

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APR 25 2002

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

Department of Water Resources

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 (under the "split" heading), 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
36-15984					
36-15985					

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) is 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) NICK M NEWBOLD
861 E 250 S, BOUNTIFUL, UT 84010
4. New Owner/Claimant(s) MICHAEL S TELFORD
 (Check one): ☐ and, ☐ or, ☒ and/or
1450 W HWY 24
 New Mailing Address
PAUL, ID 83347
 City, State and ZIP Code
 New Telephone Number (208) 532-4555
431-5957
5. Date you acquired the property February 1997

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 JUN 05 2002

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) Michael S. Telford
(include title if applicable)

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.

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JUN 05 2002

For Office Use Only

Received by <u>J. Mann</u>	Date <u>4/25/02</u>	Fee <u>\$50.00</u>
Received by <u>J. Mann</u>	Date <u>4/25/02</u>	Receipt No. <u>1061626</u>
Processed by _____	AJ Date _____	WR _____ Date _____

ISSUED BY

LOAN POLICY OF TITLE INSURANCE



Commonwealth.
Land Title Insurance Company

POLICY NUMBER

554-829401

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

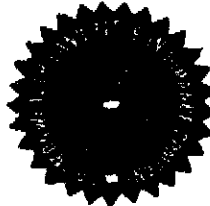
The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

James J. D. Lynch Jr.
Secretary



By:

[Signature]
President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1 (a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) After Acquisition of Title. The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) After Conveyance of Title. The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) Amount of Insurance. The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

(i) the Amount of Insurance stated in Schedule A;

(ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion to appeal from any adverse judgement or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

Conditions and Stipulations Continued Inside Cover

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JUN 3 5 2002

COMMONWEALTH LAND TITLE INSURANCE COMPANY

ALTA LOAN POLICY

SCHEDULE A

FILE NO.	POLICY NO.	DATE OF POLICY	AMOUNT	PREMIUM
L-24257	554-829401	February 13, 1997 at 9:30 A.M.	\$1,020,000.00	\$1,092.50

1. Name of Insured: FIRST TRUST NATIONAL ASSOCIATION, as Custodian/Trustee
2. The estate or interest in the land which is encumbered by the insured Mortgage is:

fee simple

3. Title to the estate or interest in the land is vested in:

Michael S. Telford and Shannon Telford, also shown
of record as Shannon J. Telford, husband and wife

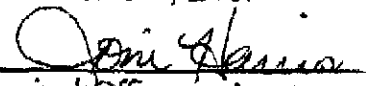
4. The insured Mortgage and assignments thereof, if any, are described as follows:

Mortgage with Balloon Note Extension/Modification Rider to Security Instrument attached hereto, given by Michael S. Telford and Shannon Telford, husband and wife, to First Security Bank, N.A. and its successors and assigns, dated February 7, 1997, recorded February 7, 1997 as Instrument Number 161841, Lincoln County records, TO SECURE: \$1,020,000.00. ASSIGNED TO First Trust National Association, as Custodian/Trustee, by an Assignment of Mortgage, dated February 7, 1997, recorded February 7, 1997 as Instrument Number 161842, Lincoln County records.

5. The land referred to in this Policy is described as set forth in the insured Mortgage, is situated in the County of Lincoln, State of Idaho, and is identified as follows:

SEE ATTACHED SCHEDULE A, PAGE 2

LAND TITLE AND ESCROW, INC.

Countersigned: 

Authorized Officer or Agent

This Policy is valid only if Schedule B is attached.

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JUN 05 2002

CONTINUATION

SCHEDULE A

Policy Number: 554-829401

PARCEL NO. 1

TOWNSHIP 6 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 17: SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 20: E $\frac{1}{2}$ NE $\frac{1}{4}$;

Section 21: NW $\frac{1}{4}$; W $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$;

PARCEL NO. 2

TOWNSHIP 6 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 21: SW $\frac{1}{4}$ SW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$;

PARCEL NO. 3

TOWNSHIP 6 SOUTH, RANGE 21, EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 21: E $\frac{1}{2}$ E $\frac{1}{2}$;

Section 22: W $\frac{1}{4}$;

Section 28: N $\frac{1}{4}$;

PARCEL NO. 4

TOWNSHIP 4 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
LINCOLN COUNTY, IDAHO

Section 6: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; and NE $\frac{1}{4}$ SW $\frac{1}{4}$;

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JUN 05 2002

ALTA LOAN POLICY**SCHEDULE B****EXCEPTIONS FROM COVERAGE**

Policy Number: 554-829401

This Policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

GENERAL (STANDARD) EXCEPTIONS:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
6. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

SPECIAL EXCEPTIONS

8. Taxes for 1996, which are a lien, of which the first half is paid current and the second half is due and payable on or before June 20, 1997, and is not delinquent until after said date. (Parcel No. 1, 2 and 4)

- Continued -

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JUN 05 2002

CONTINUATION

SCHEDULE B

Policy Number: 554-829401

9. Taxes for 1997 and subsequent years, which are a lien, but not yet due and payable. (Parcel No. 1, 2, 3 and 4)
10. Terms and conditions set forth in a Private Right of Way and Tree Trimming Permit in favor of West Coast Power Company, a Delaware corporation, dated September 3, 1940, recorded September 9, 1940 as Instrument Number 79388, Lincoln County records. (Affects the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$) (Parcel No. 4)
11. Right of way for highway purposes across the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21; the N $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22; the S $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 23; all in Township 6 South, Range 21, East Boise Meridian, granted by the Department of Interior, United States, to Department of Highway, State of Idaho, by Decision dated January 23, 1959, recorded in Book 2 Miscellaneous, Page 409, records of Lincoln County, Idaho. (Parcel No. 3)
12. Right of Way for access road across East side of E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 21, E $\frac{1}{2}$ E $\frac{1}{2}$ Section 28, to a material site, granted by the Department of Interior, United States, to Department of Highway, State of Idaho, by Decision dated May 4, 1959 and recorded May 18, 1959 in Book 2 Miscellaneous Page 415, records of Lincoln County, Idaho. (Parcel No. 3)
13. Power Line Easement given by Charles Hutton and Ruby Hutton, husband and wife, to Idaho Power Company, dated May 23, 1961, recorded November 7, 1961 as Instrument Number 112007, Lincoln County records, affecting the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 6 South, Range 21, East Boise Meridian. (Parcel No. 3)
14. Power Line Easement given by Sam Clark and Jane G. Clark, husband and wife, to Idaho Power Company, dated February 10, 1960, recorded March 9, 1962 as Instrument Number 112516, records of Lincoln County, Idaho, affecting the SW $\frac{1}{4}$ of Section 22; the SE $\frac{1}{4}$ of Section 21; the NE $\frac{1}{4}$ of Section 23; all in Township 6 South, Range 21, East Boise Meridian. (Parcel No. 3)
15. Irrigation Pipe Line Crossing Agreement by and between the Oregon Short Line Railroad Company, Union Pacific Railroad Company, and Earl Taylor dated December 24, 1962, recorded January 7, 1963 as Instrument Number 113644, Lincoln County records. (Parcel No. 1)
16. Reservation for a perpetual right-of-way 50 feet in width across the S $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21, Township 6 South, Range 21, East Boise Meridian, contained in Patent from the United States of America, to Clarence Raymond Morehouse dated September 16, 1963, recorded September 20, 1963 as Instrument Number 114795, Lincoln County records. (Parcel No. 2)

- Continued -

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JUN 05 2002

CONTINUATION

SCHEDULE B

Policy Number: 554-829401

17. Power Line Easement given by Earl J. Taylor and Helen R. Taylor, husband and wife, to Idaho Power Company, a corporation, dated September 3, 1964, recorded January 8, 1965 as Instrument Number 116412, Lincoln County records, affecting the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 6 South, Range 21, East Boise Meridian. (Parcel No. 1)
18. Power Line Easement given by C. R. Morehouse to Idaho Power Company, a corporation, dated March 10, 1964, recorded August 16, 1965 as Instrument Number 117325, Lincoln County records, affecting the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 6 South, Range 21, East Boise Meridian. (Parcel No. 2)
19. Reservations contained in United States Patent dated October 8, 1865, recorded October 18, 1965 as Instrument Number 117498, Lincoln County records, reserving a right of way for a Federal Aid Highway under 23 U.S.C. 317 and subject to such rights for telephone and telegraph line purposes as the American Telephone and Telegraph Company may have under the Act of March 4, 1911 (36 Stat. 1253), as amended (43 U.S.C. sec. 961). (Parcel No. 1)
20. Power Line Easement given by Michael Telford and Shannon Telford, husband and wife, to Idaho Power Company, a corporation, dated December 6, 1976, recorded October 13, 1977 as Instrument Number 134033, Lincoln County records, affecting the N $\frac{1}{4}$, South 25 feet of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, South 25 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, and the East 25 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, Township 6 South, Range 21, East Boise Meridian. (Parcel No. 1)
21. Telephone Line Easement given by Nick M. Newbold to Project Mutual Telephone Cooperative Association, a corporation, dated May 3, 1978, recorded May 10, 1978 as Instrument Number 135171, Lincoln County records, affecting a portion of Section 22, Township 6 South, Range 21, East Boise Meridian. (Parcel No. 3)
22. Declaration of Homestead executed by Michael S. Telford, dated February 13, 1987, recorded February 23, 1987 as Instrument Number 150711, Lincoln County records. (Portion of Parcel No. 1)
23. Financing Statements, Seed and Farm Laborer's liens against crops which are filed in the office of the Secretary of State.
24. Financing Statement between Michael S. Telford and Shannon Telford, as Debtors, First Security Bank, N.A., as Secured Party, and First Trust National Association, as Assignee, filed February 7, 1997 as Instrument Number 161843, Lincoln County records.

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JUN 05 2002

ALTA LOAN POLICY**SCHEDULE B****EXCEPTIONS FROM COVERAGE**

Policy Number: 554-829401

In addition to the matters set forth in Part 1 of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured Mortgage upon the estate or interest:

PART II

Special Exceptions:

None

END OF SCHEDULE B

Schedule B (ALTA Standard Loan Coverage)

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JUN 05 2002

CONDITIONS AND STIPULATIONS (Continued)

6. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or loss or encumbrance on the title, or other matter insured against by this policy which constituted the loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulations, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall assign, assign and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs (a) or (b), all liability and obligations to the insured under this policy, other than to make the payment required in these paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle with Parties Other than the Insured or With the Insured Claimant.
(i) to pay or otherwise settle with other parties for or in the name of an insured claimant, any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b) or (c), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the limit of

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time of loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts extended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

8. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in As event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person of the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has spread, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Wherever the Company shall have secured and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company is connected with the issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not on based on negligence, and which arises out of the terms of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsements to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or a validating officer or authorized signatory of the Company.

15. SEVERABILITY.

If the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to COMMONWEALTH LAND TITLE INSURANCE COMPANY, EIGHT PENN CENTER, PHILADELPHIA, PENNSYLVANIA 19103-2192.

Valid Only If Face Page and Schedules A and B Are Attached

MM2 PA 20
ALTA Loan Policy (10-17-92)
Cover Page
Form 1191-3

MICROFILMED

ORIGINAL

JUN 3 5 2002

** TOTAL PAGE.09 **

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 36-15984

WATER RIGHT NUMBER: 36-15984

DRAFT

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NICK M NEWBOLD 861 EAST 250 SOUTH BOUNTIFUL, UT 84010

Priority Date: 12/07/1979

Basis: License

Status: Active DRAFT

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	03/15 to 11/15	2.910 CFS	612.00 AF
	<u>Total Diversion:</u>	2.910 CFS	612.00 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4SW1/4	Sec. 22, Twp 06S, Rge 21E, B.M.
LINCOLN County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	21E	21	35.0			39.0									40.0			40.0	154.0
06S	21E	22					32.0	33.0	40.0	38.0	32.0	40.0	36.0	39.0					290.0

Total Acres: 444

Conditions of Approval:

1. R64 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

Remarks:

1. General Rights 36-02417, 36-07002A and 36-15984 when combined shall not exceed a total diversion rate of 7.99 cfs, a total annual maximum diversion volume of 1776 af at the field headgate, and the irrigation of 444 acres.
2. General Rights 36-02417 and 36-07002A are also diverted through the point of diversion described above.

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JUN 3 5 2002

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 36-15984

Comments:

1. kwalker 2/15/2002 License Recommendations

Comment: In review of this exam I found that we should license this right for 444 acres rather than 443 as examiner stated. Since SRBA decreed 40 acres in SESE, S21, we should allow 40 acres under this right for the SESE, S21. This still leaves only 153 new acres under this right. I also found that the SRBA has decreed the point of diversion to be within SESWSW, S22 rather than SWSWSW, S22 as examiner recommended. Recommend license for this right be from point of diversion in SWSW, S22 since it is the same well but we have discrepancy regarding the 10 acre tract location. Found that we should allow 2.91 cfs for the 153 new acres. See back of license review checklist in file for calculations.

2. kwalker 2/15/2002 Parent Rt. 36-7881

Comment: This right is a portion of Permit 36-7881. Examiner found 2 separate systems so 36-7881 was split into 36-15984 and 36-15985 at licensing.

Dates and Other Information:

Licensed Date:

Decreed Date:

Water Supply Bank Enrollment Accepted:

Water Supply Bank Enrollment Removed:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate Per Acre: 0.02

Generic Max Volume Per Acre: 4

Decree Defendant:

Decree Plaintiff:

Civil Case Number:

Judicial District:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

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JUN 05 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

May 9, 2002

MICHAEL S TELFORD
1450 W HWY 24
PAUL ID 83347

RE: License No. 36-15984 - Issuance of License

Dear Water Right Holder(s):

The Department of Water Resources has issued the enclosed Water Right License confirming that a water right has been established in accordance with your permit. Please be sure to thoroughly review the conditions of approval and remarks listed on your license.

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 by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

Enclosed is a copy of the approved Application for Amendment.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to 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 or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

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

Sincerely,

Shelley W. Keen

Water Rights Supervisor

SWK:klt

Enclosure(s)

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JUN 05 2002

CERTIFICATE OF SERVICE

I hereby certify that on May 9, 2002 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER(Approved License) to the person(s) listed below:

RE: WATER RIGHT NO. 36-15984

**MICHAEL S TELFORD
1450 W HWY 24
PAUL ID 83347**


**Kari Lynn Townsend
Secretary**

**MICROFILMED
JUN 05 2002**

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

The accompanying order or approved document 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 of Water Resources (department) unless a party petitions for reconsideration, files an exception and brief, or requests a hearing 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 fourteen (14) 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 with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the department or the Idaho Water Resource Board (Board) is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director 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 Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director 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 Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

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JUN 05 2002

FINAL ORDER

The Director 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 Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

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

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

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

APPEAL OF FINAL ORDER TO DISTRICT COURT

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

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

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

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JUN 05 2002

MVG

POD Data

06S 21E 22 SESWSW

Legal Description	GPS Site ID	Diversion Name	Meas Option	POD
06S 21E 22 SESWSW	A0005395	TAYLOR, 400 HP WELL		100007
Latitude 000:00:00.000 Longitude 000:00:00.000 GPS File B110600C Flowmeter (1)				
Comments CHANGED NAME FROM SENTER LAKE, TELFORD HAS 10 YEAR LEASE SK 3/96				

Flowmeter Data

Year	Date	Calibration Factor	Max CFS	Adj Max CFS	Acre-Ft	Adj Acre-Ft	Acre-Ft Qualif	Valid	Prefrd
1999	7/10/1997						ND	☐	☐
	Comments								
1998	7/10/1997	1.05					EM	☐	☐
	Comments								
1997	7/10/1997			0			ND	☐	☐
	Comments								
1996	1/1/1995	0	0	0	1150	1150	NM	☐	☐
	Comments								
1995	1/1/1995	0	0		0	0	NM	☐	☐
	Comments								

Flowmeter Calibration

Calibration Date: **7/10/1997** Calibration Factor: **1.05** 100007

Installed Meter	Standard Meter	Other well(s):
Meter Type: IMPELLER	Pipe Material:	
Manufacturer: GRAINLAND	Outside Diameter:	Other meter(s): Y
Model: 400B	Wall Thickness:	Comments:
Serial Number: 18136 (East)	Upstream Straight:	Two meters. East SN = 18136, location poor. West SN = 18334, location good.
Rate Units: GPM	Downstream Straight:	
Rate Multiplier: 10	Meter Type:	
Volume Units: GAL	Measured Flow Units:	
Volume Multiplier: 1000	Measured Flow:	
Location: POOR	Confidence:	
Indicated Flow:		

Calibration Date: **1/1/1995** Calibration Factor: **0** 100007

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JUN 9 5 2002

Legal Description

GPS Site ID

Diversion Name

Meas
Option

POD

Installed Meter	Standard Meter	Other well(s):
Meter Type: IMPELLER	Pipe Material:	
Manufacturer: AQUAMASTER	Outside Diameter:	Other meter(s):
Model:	Wall Thickness:	Comments:
Serial Number:	Upstream Straight:	
Rate Units:	Downstream Straight:	
Rate Multiplier: 0	Meter Type:	
Volume Units:	Measured Flow Units:	
Volume Multiplier: 0	Measured Flow:	
Location:	Confidence:	
Indicated Flow:		Changed:

PCC Data

Year	Total KWH	PCC Acre-Ft	Qualifier	PCC	PCC Date	Utility	Account Number	Service Number
1998	719880.00	914.8	1	786.9	07/10/1997	IP	21560012649	
Comments:						Tracking: ☐	Preferred: ☐	Validated: ☐
						Change Date:		
1999	843360.00	1071.7	5	786.9	07/10/1997	IP	21560012649	
Comments:						Tracking: ☐	Preferred: ☐	Validated: ☐
						Change Date:		
2000	1175520.00	1626.73	2	769.96		IP	21560012649	
Comments:						Tracking: ☐	Preferred: ☐	Validated: ☐
						Change Date: 8/4/2001		

PCC Calibration

Date	PCC	Change Date:
06/29/2000	769.96	
Kilowatt-Hour Meter		
Utility	IP	
Pole No	429	
Meter Mfrgr	A	
Meter S/N	01472738	
Disk Const	1.2	
Multiplier	120	
Condition #1 KW 469.99 GPM 3335 PCC 765.37 PSI 10 Percent 95		
Descrip 1 pvt, 14 hl, beets. Valve Eline abt 50%, Wline abt 40%		
Condition #2 KW 312.92 GPM 1830 PCC 928.67 PSI 62 Percent 5		
Descrip		
Condition #3 KW 0 GPM 0 PCC PSI 0 Percent 0		
Descrip		
Date	PCC	Change Date:
07/10/1997	786.9	

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JUN 05 2002

644 cfs

Legal Description	GPS Site ID	Diversion Name	Meas Option	POD
Kilowatt-Hour Meter Utility IP Pole No 429 Meter Mfgr G Meter S/N 30504559 Disk Const Multiplier	Condition #1 KW 419 GPM 2892 PCC 786.9 PSI 0 Percent 100 Descrip KW estimated using weighted KW from power records			
	Condition #2 KW 0 GPM 0 PCC PSI 0 Percent 0 Descrip			
	Condition #3 KW 0 GPM 0 PCC PSI 0 Percent 0 Descrip			

Site Visits

Site Visit Date	Site Examiner	Reason	Change Date:
7/10/1997	B HIGGS	Flowmeter Calibration	
Notes: The meter going east is broken. Recorded AF is maximum possibility.			

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Thursday, April 04, 2002

JUN 05 2002

Page 3 of 3



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

April 12, 2002

MICHAEL S TELFORD
1450 W HWY 24
PAUL ID 83347

RE: Permit Nos. 36-15984 and 36-15985

Dear Mr. Telford:

I prepared the licenses for the above referenced permits and sent them in for signature but they were returned to me. Our Administrator would rather not sign the licenses in Mr. Newbold's name, since he is deceased, and asked me to obtain a change in ownership of the permits.

I have enclosed a partially completed change in ownership form for your convenience. Please complete and sign this form on the back page, attach a copy of your warranty deed which shows you own the property these licenses will be issued for, include a \$50.00 filing fee (\$25.00 for each water right) and return it all to my attention so we can get these licenses issued. I apologize for any convenience we may have caused you in this matter.

In looking at these permits, I see there are several overlapping decreed rights that are still in the name of Senter Lake Farm. I spoke with Jim Stanton at our office in Twin Falls this morning and he said that you were planning to file a transfer on all of these rights as soon as the licenses for 36-15984 and 36-15985 are issued. The transfer will change the ownership of the decreed rights. However, if you decide not to file the transfer you should file a change in ownership of those rights too.

If you have any questions in regard to the above, please feel free to contact me at (208)327-7944.

Sincerely,

KAY WALKER
Sr. Water Resource Agent

KW:k
Enclosure

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JUN 05 2002

<u>Basin</u>	<u>Sequence</u>	<u>Split Suffix</u>	<u>Diversion Rate</u>	<u>Volume</u>
--------------	-----------------	---------------------	-----------------------	---------------

36	2417		1.2	1164
----	------	--	-----	------

36	7002	A	4.36	
----	------	---	------	--

36	15984		2.91	612
----	-------	--	------	-----

Sum:			8.47	1776
------	--	--	------	------

→ limit to 1164
when combined

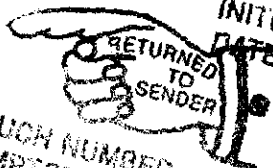
MICROFILMED

JUN 05 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

Return Service Requested

☐ NO SUCH NUMBER
☐ ATTEMPTED - NOT KNOWN
☐ FORWARDING ORDER EXPIRED
☐ OTHER
ROUTE # _____
INITIALS _____
DATE _____



☐ NO SUCH NUMBER
☐ ATTEMPTED - NOT KNOWN
☐ FORWARDING ORDER EXPIRED
☐ OTHER
ROUTE # _____
INITIALS _____
DATE _____

NICK M NEWBOLD
861 E 250 S
BOUNTIFUL UT 84010

Not at this address

411450 1450 08 08 08
84010+3002-24 08 08

POST OFFICE



RECEIVED

MAR 11 2002

Department of Water Resources

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JUN 05 2002



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

February 28, 2002

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

MICHAEL S TELFORD
1450 W HWY 24
PAUL ID 83347

RE: Permit Nos. 36-15984 and 36-15985

Dear Mr. Telford:

We are in receipt of the licensing amendments for the above referenced permits and one \$50.00 check. The filing fee for the amendments is \$50.00 each, for a total of \$100.00. In order to send both of these permits in for licensing at the same time, we request that you submit an additional \$50.00 to this office at your earliest convenience. I tried to contact you by phone several times but was unable to get a hold of you.

Please submit the additional \$50.00 to my attention, for licensing amendment of Permit No. 36-15985 within the next 10 (ten) days so we can proceed with licensing these permits.

If you have any questions in regard to this, please feel free to contact me at (208)327-7944.

Sincerely,

KAY WALKER
Sr. Water Resource Agent

KW:k

MICROFILMED

JUN 05 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 27 2002

Department of Water Resources

CHANGE IN ADDRESS

This form can be used to notify the Department of a change in
address of the owners of record for the listed water rights.

(Please print or type)

[] Water Right Number(s): 36-15984 AND 36-15985

[] Name(s): ~~SEETER LAKE FARM~~

Michael S TELFORD

[] Old Mailing Address: RT 2 BOX 2560

PAUL ID 83347

[] New Mailing Address: 1450 WEST HWY 24

PAUL ID 83347

Telephone Number: (208) 532 - 4555
431- 5957

[] Signature(s) of Owner(s) Michael Telford

(Include your title if on behalf of company or organization)

Date: 2-22-02

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JUN 05 2002

2012.02

2000

Department of Water Resources



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

February 19, 2002

SENER LAKE FARM
RT 2 BOX 2560
PAUL ID 83347

RE: Water Rt. Permit Nos. 36-15984 and 36-15985 (Previously Permit No. 36-07881)

Dear Permit Holders:

The Department of Water Resources is reviewing the permits referenced above prior to issuing water right licenses. By issuing a license, the Department confirms the extent of development that has been established in compliance with the terms of the permit. The examiner who verified your water use reported that certain elements of the permit have been developed differently than described on the permits. Changes that do not increase the authorized use of water under the permit can be requested and approved in accordance with Section 42-211, Idaho Code. Before licenses can be issued, these permits must be amended to depict the water use as it was actually developed.

Based on the examiner's report, the following elements were developed differently than described on these permits:

☒ **Place of Use – Adding Permissible Place of Use to both splits of 36-07881**

The enclosed Application for Amendment forms depicts the elements of the water rights as they will appear on the licenses when they are issued. Please review the amendment forms carefully. If you concur with the information presented, please sign the forms and return them with a **\$50.00 filing fee for each amendment form** within 14 days.

We realize that you may have trouble in getting an assignment of these permits from Mr. Newbold. If you cannot contact him to obtain an assignment, we can accept your signature and amendment fees for these permits. We will issue the licenses in Mr. Newbold's name and then you can complete a "Notice of Change of Water Right Ownership" to change the rights to your name.

MICROFILMED
JUN 6 5 2002

If you have any questions, please feel free to call me at 208-327-7944.

Sincerely,

A handwritten signature in cursive script that reads "Kay Walker". The signature is written in dark ink and is positioned above the printed name.

KAY WALKER
Sr. Water Resource Agent

Enclosures

Cc: Nick M. Newbold
861 E 250 S
Bountiful UT 84010

MICROFILMED
JUN 05 2002

Comment Report

36-15984

1. kwalker 2/15/2002 License Recommendations

Comment: In review of this exam I found that we should license this right for 444 acres rather than 443 as examiner stated. Since SRBA decreed 40 acres in SESE, S21, we should allow 40 acres under this right for the SESE, S21. This still leaves only 153 new acres under this right. I also found that the SRBA has decreed the point of diversion to be within SESWSW, S22 rather than SWSWSW, S22 as examiner recommended. Recommend license for this right be from point of diversion in SWSW, S22 since it is the same well but we have discrepancy regarding the 10 acre tract location. Found that we should allow 2.91 cfs for the 153 new acres. See back of license review checklist in file for calculations.

2. kwalker 2/15/2002 Parent Rt. 36-7881

Comment: This right is a portion of Permit 36-7881. Examiner found 2 separate systems so 36-7881 was split into 36-15984 and 36-15985 at licensing.

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JUN 05 2002

LICENSE REVIEW CHECKLIST

Permit No. 36-7881 (part)

Date: 2/15/02 Reviewer: Kay Walker

Change/OK

Name/Address

Source

Point of Diversion:

Does change clarify original intended source? If no, void permit.

Change (P39/P49) Add (P45/P44) Feds (P40)

W32 (multiple in 1/4/1/4)

W36 (overlap)

W59 (subdivision description)

Place of Use

Change (P41/P49) Add (P41/P44) Feds (P43)

W60 (subdivision description)

W27 (ppu acre limit)

Overlaps: Right(s): 36-2417, 36-7002A

File reviewed Profile reports printed

P/D & P/U amend (P37) Feds (P48)

Rate of Diversion:

Permitted rate 8.42 cfs

Fee Limit 9.0 cfs

Measured 7.99 cfs

Theoretical 7.99 cfs

Recommended Total Diversion Rate 2.91

Water Uses

Change (P46)

Season of Use per new Standards

3/15 11/15

Irrigation 2.91 cfs 612 af

Stockwater cfs af

Domestic cfs af

cfs af

cfs af

Total 2.91 cfs 612 af

Irrigation - overlap (R58-R61, R62-R65, R66-R69)

supp. Gw (WB7/065/104)

overlap spec combined rts (W35)

<1 acre (W31)

Domestic (W01/wb5/070/071/075)

Power (W42 or W43/025/027/R22 or R23)

Fish (042)

Fire (077)

Water Quality (106/R07)

Payette - (W22/047/27A)

Stockwater for US (R37)

444 ac x 4 = 1776 AF

Volume Determination

2.91 cfs x 1.9835 x 246 days = 149.9 af

(vs)

153 (new) acres (actes)

x 4.0 (FHR) = 612 af

3.0 (con)

1164 decreed

Remarks:

Additional Conditions

Watermaster Control

GW Measurement/Measuring Device

Other

Trust R55 - remove 051)

Non-trust (048)

GW Dist?

Water Msmt. Dist?

Crit. GWMA?

GWMA?

Government Lots?

Advance Priority?

yes

no

If yes, explain why below.

SRBA Claim?

yes - PD Issued 12/19/01

Adjust memo

yes - see comments

Amend Letters

P87, S06

Second Amendment Notice

S06

P/D review:

$$\text{Capacity} = 7.99 \text{ cfs}$$

$$\text{Rt. 2417} = 1.20$$

$$\underline{6.79}$$

$$\text{Rt. 7002A} = 4.36$$

$$\underline{2.43} \text{ remaining}$$

$$\text{Entire system} = 444 \text{ ac.} / 7.99 \text{ cfs}$$

$$= 0.0179 \text{ cfs/ac}$$

$$\times 154 = 2.77$$

$$291 \text{ ac} @ 5.56 = 0.019 \text{ cfs/ac}$$

$$\times \underline{153} \text{ (new acres)}$$

$$\underline{2.91} \text{ cfs}$$

$$\bullet 2.91 \text{ for new license}$$

Idaho Dept. of Water Resources
Place of Use Comparison Report

Type	WR #	Owner	Source	TRS	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	Total
					10.5	24	40	40					16	8	14	11					135
													24	32	26	29					274.5
													24	32	26	29					185
													16	8	14	11					135
					10.5	24	40	40					16	8	14	11					135
																					274.5
Right	36 18363	MARK LEE NEILSON, LETA RENAE NEILSON,	GROUND WATER	06S21E22	10.5	24	40	40									48	48	40	48	274.5
Right	36 16884	NICK W. NEYROLD,	GROUND WATER	06S21E22					32	32	48	32	32	40	36	38					290
Right	36 2267	SAMUEL A. CLARK JR.	GROUND WATER	06S21E22		20	40	38									48	48	48	38	257
Right	36 2417	SEETER LAKE FARM,	GROUND WATER	06S21E22		20	40	38									48	48	48	38	257
Right	36 2417	SEETER LAKE FARM,	GROUND WATER	06S21E22					18	2	28	31	24	32	26	28					185
Right	36 7802	SAMUEL A. CLARK JR.	GROUND WATER	06S21E22					18	2	28	31	24	32	26	28					185
Right	36 7802A	SEETER LAKE FARM,	GROUND WATER	06S21E22					15	2	28	31	24	32	26	29					185
Right	36 7882B	MARK L. NEILSON,	GROUND WATER	06S21E22	10.5	24	40	40									48	48	40	48	274.5

36-7002A
-2417

[illegible]

ϕ $\uparrow$ $\uparrow$ $\uparrow$ $\uparrow$
 $36-7002A$ $36-7002A$ $36-7002A$ $36-7002A$
 $W1H2-241M$ $W1H2-241M$ $W1H2-241M$ $W1H2-241M$

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 36-2417

WATER RIGHT NUMBER: 36-2417

Owner Type Name and Address
 Current Owner SENTER LAKE FARM
 RT 2 BOX 2560
 PAUL, ID 83347
 (208)436-0774

Priority Date: 01/20/1960

Basis: Decreed

Status: Active

Source Tributary
 GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	1.200 CFS	
	<u>Total Diversion:</u>	1.200 CFS	

Location of Point(s) of Diversion

GROUND WATER SE1/4SW1/4SW1/4 Sec. 22, Twp 06S, Rge 21E, B.M.
 LINCOLN County

POD ID = 365193

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	21E	21				34.0									32.0			40.0	106.0
06S	21E	22					15.0	2.0	26.0	31.0	24.0	32.0	26.0	29.0					185.0

Total Acres: 291

Conditions of Approval:

1. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Remarks:

1. Quantity RIGHT NOS. 36-02417 AND 36-07002A ARE LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1164 AF.
2. Explanatory RIGHT NOS. 36-02417, 36-07002A AND 36-07881 ARE DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.
3. Place of Use - Irrigation THIS RIGHT IS LIMITED TO THE IRRIGATION OF 65 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. RIGHT NOS. 36-02417 AND 36-07002A ARE LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 291 ACRES IN A SINGLE IRRIGATION SEASON.

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 36-2417

Comments:

1. CHRISTEN 7/9/1992 COPIED FROM REMARKS

Comment: USE PERIOD CLAIMED IS STANDARD FOR THE AREA, AND REFLECTS NORMAL IRRIGATION PRACTICES ON THE FARM. SAME SYSTEM SERVES 36-7002A & 36-7881A ON ADJACENT LANDS WITHIN SAME 40'S. OVERLAP DISCUSSION BECAUSE THE PERMIT HAS NOT BEEN LICENSED BY REVIEW TIME, THE ACRES COVERED BY THE PERMIT ARE EXCLUDED FROM THE P/U RECOMMENDATION. LICENSING WILL COMPLETE THE OVERLAP ANALYSIS.

Dates and Other Information:

Licensed Date:

Decreed Date: 12/29/1997

Water Supply Bank Enrollment Accepted:

Water Supply Bank Enrollment Removed:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Decree Defendant:

Decree Plaintiff:

Civil Case Number:

Judicial District:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 36-7002A

WATER RIGHT NUMBER: 36-7002A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	SENER LAKE FARM RT 2 BOX 2560 PAUL, ID 83347 (208)436-0774

Priority Date: 08/01/1967

Basis: DecreedStatus: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	4.360 CFS	
	<u>Total Diversion:</u>	4.360 CFS	

Location of Point(s) of DiversionGROUND WATER
LINCOLN County

SE1/4SW1/4SW1/4

Sec. 22, Twp 06S, Rge 21E, B.M.

POD ID = 469163

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06S	21E	21				34.0									32.0			40.0	106.0
06S	21E	22					15.0	2.0	26.0	31.0	24.0	32.0	26.0	29.0					185.0

Total Acres: 291

Conditions of Approval:

1. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Remarks:

1. Place of Use - Irrigation THIS RIGHT IS LIMITED TO THE IRRIGATION OF 226 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. RIGHT NOS. 36-02417 AND 36-07002A ARE LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 291 ACRES IN A SINGLE IRRIGATION SEASON.
2. Quantity RIGHT NOS. 36-02417 AND 36-07002A ARE LIMITED TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1164 AF.
3. Explanatory RIGHT NOS. 36-02417, 36-07002A AND 36-07881 ARE DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 36-7002A

Comments:

1. CHRISTEN 7/9/1992 COPIED FROM REMARKS

Comment: SAME SYSTEM SERVES 36-2417 & 36-7881A ON ADJACENT LANDS IN SAME 40'S IN SEC. 21 & 22. USE PERIOD CLAIMED IS STANDARD FOR THE AREA, AND REFLECTS NORMAL IRRIGATION PRACTICES ON THE FARM. AMOUNT OF WATER CLAIMED IS PROPORTIONAL TO ACRES UNDER THIS PART OF RIGHT. OVERLAP DISCUSSION THIS RIGHT AND 36-02417 OVERLAPS WITH 36-07881, A PERMIT. BECAUSE THE PERMIT HAS NOT BEEN LICENSED BY REVIEW TIME, THE ACRES COVERED BY THE PERMIT ARE EXCLUDED FROM THE P/U RECOMMENDATION. LICENSING WILL COMPLETE THE OVERLAP ANALYSIS.

Dates and Other Information:

Licensed Date:

Decreed Date: 12/29/1997

Water Supply Bank Enrollment Accepted:

Water Supply Bank Enrollment Removed:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Decree Defendant:

Decree Plaintiff:

Civil Case Number:

Judicial District:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False

Per VAX 1/23/02

P/D OK -
36-2417
36-7881

P/U T-RS-POU kan

(WATER RIGHT NUMBERS THAT BEGIN WITH AN '*' ARE ADJUDICATION CLAIMS)
(QUARTER-QUARTERS WITH A '?' HAVE DIFFERENT ACREAGE AMOUNTS--CHECK THE DATA BASE RECORDS)

WR-NUMBER	SOURCE	NE								NW								SW								SE								SUM	
		NE		NW		SW		SE		NE		NW		SW		SE		NE		NW		SW		SE		NE		NW		SW		SE			
		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac		
T06S R21E S 21																																			
3602408	SPRING	:								:								39				38	35	:			39	39	:				190		
*3602408	GROUNDWATE	:								:								40	40			39	39	:			40	40	:				238		
A3602408	GROUNDWATE	:								:								39				38	35	:			39	39	:				190		
R3602408	GROUNDWATE	:								:								40	40			39	39	:			40	40	:				238		
3602417	GROUNDWATE	:						31	:																	18				16	:			65	
*3602417	GROUNDWATE	:						34	:																	32				40	:			106	
A3602417	GROUNDWATE	:						31	:																	18				16	:			65	
R3602417	GROUNDWATE	:						34	:																	32				40	:			106	
3602552	GROUNDWATE	:		19						34	35	26	38	:																				152	
*3602552	GROUNDWATE	:		39	23					36	37	37	40	:																				212	
A3602552	GROUNDWATE	:		19						34	35	26	38	:																				152	
R3602552	GROUNDWATE	:		39	23					36	37	37	40	:																				212	
3607002	GROUNDWATE	:						3	:																	14				24	:			41	
*3607002A	GROUNDWATE	:						34	:																	32				40	:			106	
A3607002A	GROUNDWATE	:						3	:																	14				24	:			41	
R3607002A	GROUNDWATE	:						34	:																	32				40	:			106	
3607881	GROUNDWATE	:	40					37	:																	26				16	:			119	
*3607881	GROUNDWATE	:	40					37	:																	26				16	:			119	
R3607881	GROUNDWATE	:	40					37	:																	26				16	:			119	
A3607881A	GROUNDWATE	:	40					37	:																	26				16	:			119	
3608189	GROUNDWATE	:													1	40	1	4	:									1	1	:			48		
3608191	GROUNDWATE	:		20	23					2	2	11	2	:																				60	
*3610024	GROUNDWATE	:		39	23					36	37	37	40	:																				212	
A3610024	GROUNDWATE	:		21	20					4	3	14	2	:																				64	
R3610024	GROUNDWATE	:		39	23					36	37	37	40	:																				212	
*3610025	GROUNDWATE	:													40	40	39	39	:							40	40	:					238		
A3610025	GROUNDWATE	:													1	40	2	3	:							1	1	:					48		
R3610025	GROUNDWATE	:													40	40	39	39	:							40	40	:					238		

T06S R21E S 22

3602367	GROUNDWATE	:		20	40	38	:																			40	40	40	39	:			257
A3602367A	GROUNDWATE	:	10	22	40	40	:																			40	40	40	40	:			272
3602368	GROUNDWATE	:		20	40	38	:																			40	40	40	39	:			257
A3602368A	GROUNDWATE	:	10	22	40	40	:																			40	40	40	40	:			272
*3602417	GROUNDWATE	:						15	2	26	31	:	24	32	26	29	:																185
R3602417	GROUNDWATE	:						15	2	26	31	:	24	32	26	29	:																185
3607002	GROUNDWATE	:						15	2	26	31	:	24	32	26	29	:																185
*3607002A	GROUNDWATE	:						15	2	26	31	:	24	32	26	29	:																185
A3607002A	GROUNDWATE	:						15	2	26	31	:	24	32	26	29	:																185
R3607002A	GROUNDWATE	:						15	2	26	31	:	24	32	26	29	:																185
3607881	GROUNDWATE	:						9	25	38	14	:	16	8	14	11	:																135

no "X" records.

IDAHO DEPARTMENT OF WATER RESOURCES
T-R-S PLACE OF USE 1/4 1/4 COMPARISON REPORT

(WATER RIGHT NUMBERS THAT BEGIN WITH AN '*' ARE ADJUDICATION CLAIMS)
(QUARTER-QUARTERS WITH A '?' HAVE DIFFERENT ACREAGE AMOUNTS--CHECK THE DATA BASE RECORDS)

WR-NUMBER	SOURCE	NE								NW								SW								SE								SUM
		NE		NW		SW		SE		NE		NW		SW		SE		NE		NW		SW		SE										
		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac									
*3607881	GROUNDWATE :									9	25	38	14	:	16	8	14	11	:							:	135							
R3607881	GROUNDWATE :									9	25	38	14	:	16	8	14	11	:							:	135							
A3607881A	GROUNDWATE :									9	25	38	14	:	16	8	14	11	:							:	135							
3607882B	GROUNDWATE :	10		24		40		40	:					:					:	40		40		40		40	:	274						
*3607882B	GROUNDWATE :	10		24		40		40	:					:					:	40		40		40		40	:	274						
A3607882B	GROUNDWATE :	10		22		40		40	:					:					:	40		40		40		40	:	272						
R3607882B	GROUNDWATE :	10		24		40		40	:					:					:	40		40		40		40	:	274						
*3615360	GROUNDWATE :	10		24		40		40	:					:					:	40		40		40		40	:	274						
R3615360	GROUNDWATE :	10		24		40		40	:					:					:	40		40		40		40	:	274						

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED

OCT 2 1996

Department of Water Resources

A. GENERAL INFORMATIONPermit No. 36-07881A1. Owner: Jack Taylor (Senter Lake Farm) Phone No. 436-0774Current Address: 350 E 350 N, Acequia, ID 833102. Accompanied by: Mike Telford EXAM DATE: 10-18-96Address: 4361 Hwy 24, Paul, ID 83347 Phone No. 431-5957 mobileRelationship to Permit Holder: lessee/farm operator3. Source: Groundwater tributary to _____**B. OVERLAP REVIEW**

1. Other water rights with the same place of use: _____

2. Other water rights with the same point of diversion: 36-02417, 7002A**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
		SW	SW	SW	22	6S	21E	Lincoln	USGS Map Senter Lake Quad

2. Place(s) of Use:

Indicate Method of Determination

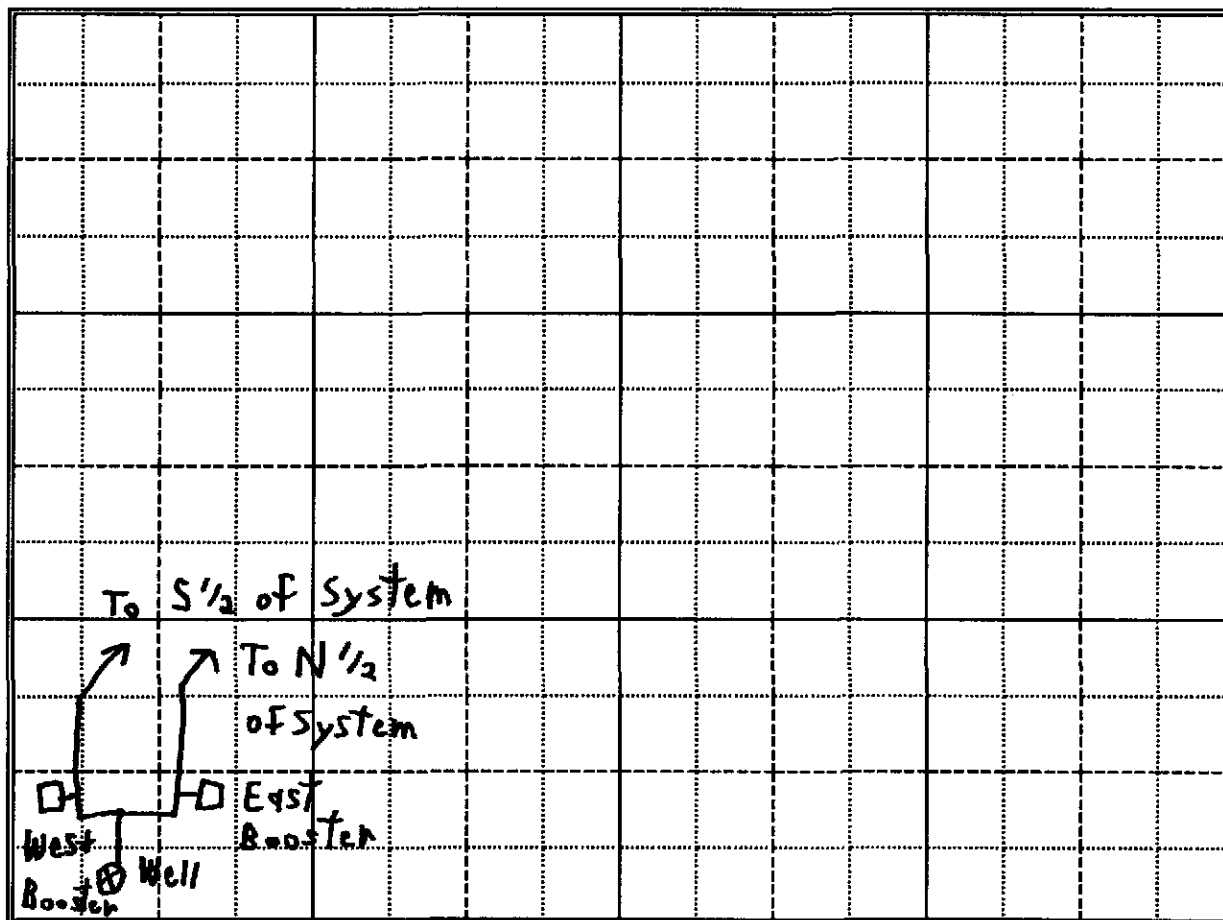
	TWP	RGE	SEC	NE				NW				SW				SE				Totals
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Land	65	21E	21	35			39									40			39	153
Irrig.			22					32	33	40	38	32	40	36	39					290
																				443
To Be	65	21E	21	35			5									8				48
Lic.			22					17	31	14	7	8	8	10	10					105
																				153

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* Different than SRBA findings
Less

JUN 05 2002

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
Main Pump	GE	400	CKJ313015	Aurora	3P8-88033
West Booster	Marathon	100	530412	Berkeley	G170495
East Booster	By/lor	40	395C	"	M2294

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

D. FLOW MEASUREMENTS

1.

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

2. Measurements: Not measured. Well not on during exam. System uses 672 4-gpm heads + a 900-gpm pivot (see pump curve) = 7.99 cfs system capacity.

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10/9 9 5 0001

E. NARRATIVE/REMARKS/COMMENTS

I have tried to complete this exam since 1986, but the land was in federal set-aside, bankruptcy, etc, until fairly recently. The system is now back in full operation. The Sec. 22 well is not connected to the Sec. 28 well, so the permit is recommended as a split license. The SRBA shows the P/D in the SE/SW/SW, but the USGS map shows it clearly in the SW/SW/SW Sec. 22.

Original permit holder Nick Newbold is deceased.

System has 21 1/4-mile handlines & a 1370' pivot sprinkler. A few rock outcroppings are watered but do not produce crops, so are not recommended as a place of use. A few acres in Sec. 16 are farmed & watered, but are not owned by Mr. Taylor or Mr. Telford, so are not recommended as a place of use per discussion with Mr. Telford.

System has flow meters installed, but Mr. Telford questioned their accuracy.

Not to exceed 7.99 cfs when combined with 36-02417 & 7002A. Because a good portion of this farm is already licensed at almost 1"/acre, I am only recommending the additional acres developed under this permit. SRBA has only recommended a permissible place of use of the existing licensed acres, so the license will be for additional ground above that.

This is an SRBA exam that needs to be licensed ASAP. System will not be on for a measurement until next spring.

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

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JUN 05 2002

Additional Computation Sheets Attached

Measured Method:
System capacity = 7.99 cfs Existing licenses = 5.46 cfs, leaving 2.43 cfs unlicensed.

$$7.99 \text{ cfs} \div 443 \text{ acres} = 0.90 \text{ "/acre}$$

$$153 \text{ qc} \times 0.90''/\text{qc} = 2.75 \text{ cfs}$$

~~Allow 2.95~~ Other land in system is licensed at 0.94-0.96"/acre

$$153 \text{ gc} \times 0.96''/\text{acre} = 2.95 \text{ cfs}$$

Allow 0.95 cfs

1. Volume Calculations for Irrigation:

$$V_{LR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 153 \times 4 = 612$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = \underline{1252.9}$$

$V = \text{Smaller of } V_{L.R.} \text{ and } V_{D.R.} = \underline{6/2 \text{ AEA}}$

2. Volume Calculations for Other Uses:

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion	Annual Volume
	From	To	Q (cfs)	V (afa)
Irrigation	4-1	10-31	2.95	612
Totals:			2.95	612

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

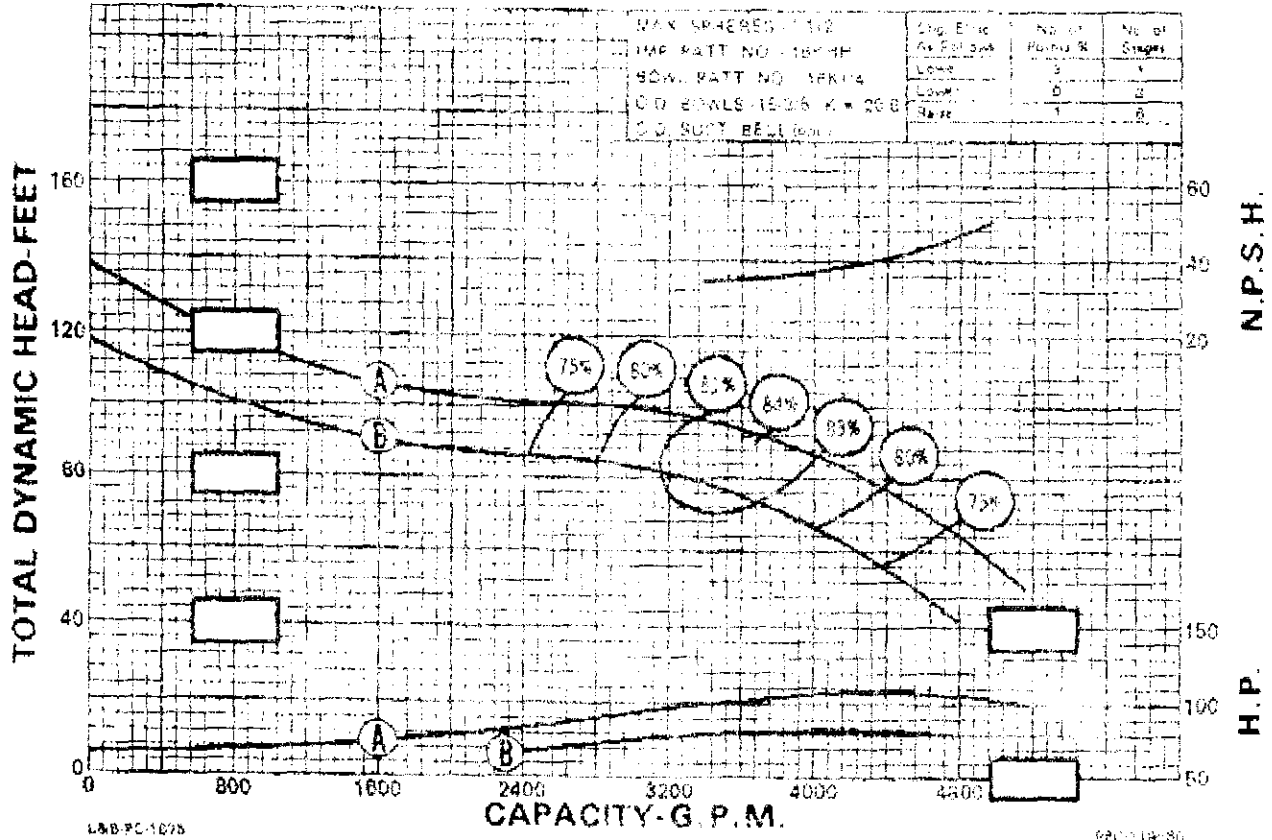
Field Examiner's Name J G Stanton Date 10-24-96

Reviewer _____ Date _____

SEAL

MICROFILMED

503 4 2012



Mesa Talafá
400110
5516 R114
Desig. 3000 G.P.M. 300 ft. head

Attn: Jim

MICROFILMED

JUN 05 2002

GROUNDWATER MEASUREMENT REQUIREMENT ANALYSIS

FILE: 36-07881A

DATE: 10-18-96

BY: JE Stanton

THEORETICAL RATE OF FLOW: $Q = \frac{(8.8) \times (\text{H.P.}) \times (\text{EFF.})}{\text{TDH}}$

Q = CFS

H.P. = Total Brake Horsepower of pumping plant (including booster)

EFF. = Pumping plant efficiency (ASSUME 70% OR 0.70)

TDH = total dynamic head = [(LIFT) + (PSI X 2.31)]

LIFT = depth to water in FEET from land surface to pumping water level

PSI = pumping pressure measured in psi near pump
(if open discharge assume zero [0])

$$Q = \frac{(8.8) \left(\dots \overset{84}{540} \dots \right) (0.70)}{[(\dots \overset{316}{316} \dots) + (\dots \overset{60}{60} \dots \times 2.31)]} = \frac{8.78 \text{ cfs}}{394 \text{ gpm}}$$

LIFT FROM:

measurement (X) by pump

owner ()

area estimate ()

well logs ()

Booster (Y) (N)

PSI FROM:

measurement ()

Co. owner (X)

estimate ()

owner gage ()

NOTES ON PUMP:

Motor Make, Serial or ID

Pump Make, Serial or ID, rating

REMARKS

ANNUAL VOLUME ANALYSIS

POTENTIAL Acre Feet/Acre/Annum = $\frac{(\text{DAYS IN SEASON}) \times (1.98) \times (Q)}{(\text{RECOMMENDED ACRES IRRIGATED})}$

(season) (days)

3/15 - 11/15 246

4/1 - 11/1 215

4/15 - 10/15 184

3/1 - 12/1 276

$$\text{POTENTIAL} = \frac{(\dots \overset{214}{214} \dots) \times (1.98) \times (\dots \overset{7.99}{7.99} \dots)}{(\dots \overset{460}{460} \dots)}$$

$$\text{POTENTIAL} = 7.4$$

REQUIRED Acre Feet/Acre/Annum =

4.0

(AF/Ann/Ac irrigation requirement from chart for area)

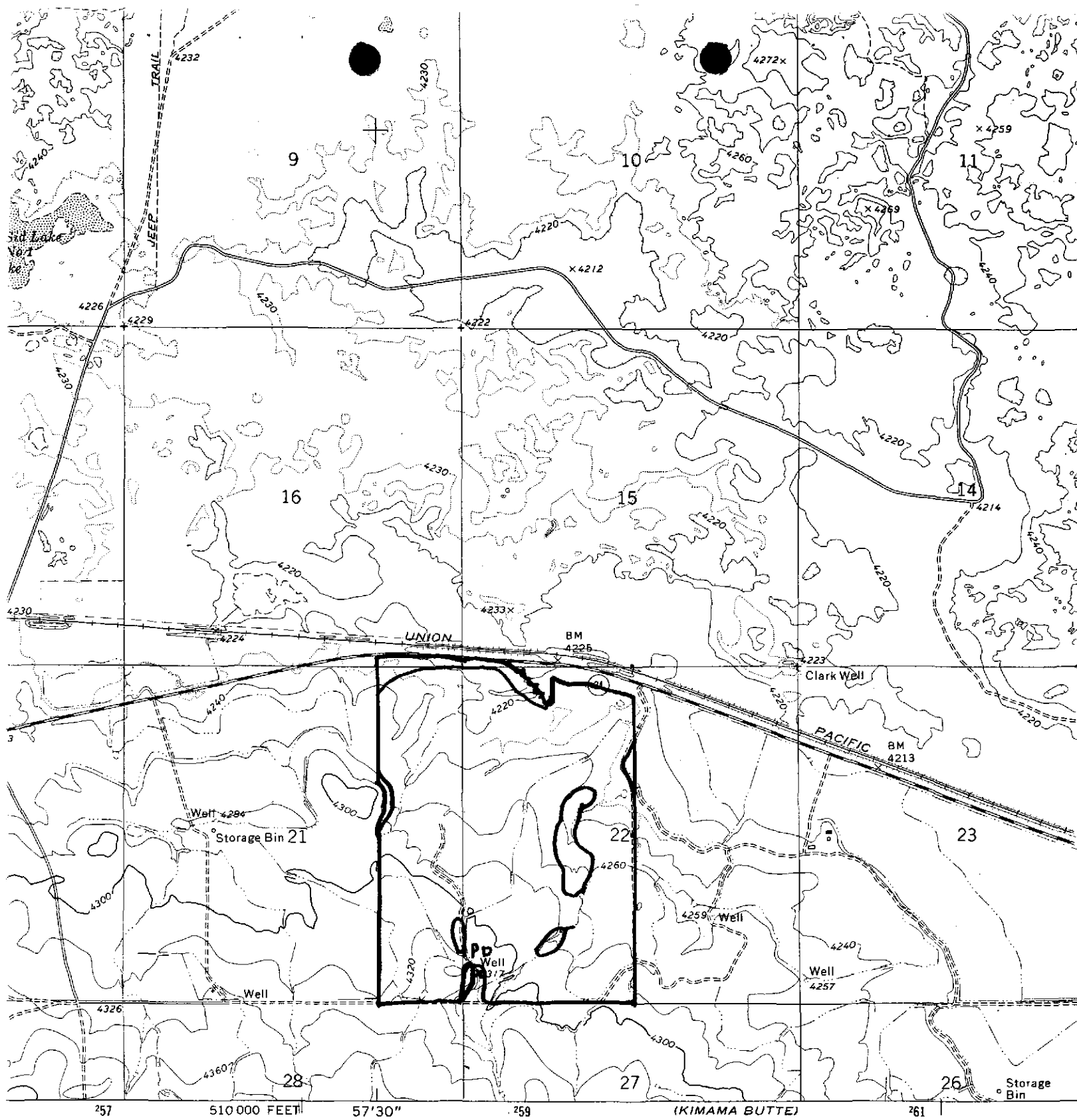
NOTE that this is NOT Consumptive use

IF POTENTIAL IS GREATER THAN REQUIRED THEN NO MEASUREMENT NECESSARY (✓)

IF POTENTIAL IS LESS THAN REQUIRED THEN MEASUREMENT IS NECESSARY ()

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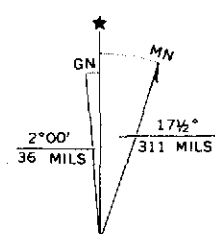
JUN 9 5 2002



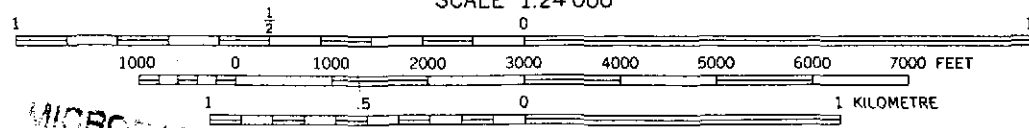
gical Survey

SCALE 1:24 000

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UTM GRID AND 1972 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET



MICROFILMED
JUN 9 5 2002

CONTOUR INTERVAL 20 FEET
DOTTED LINES REPRESENT 10-FOOT CONTOURS
NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U. S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

T6139
565
Fm HA

1
281.3

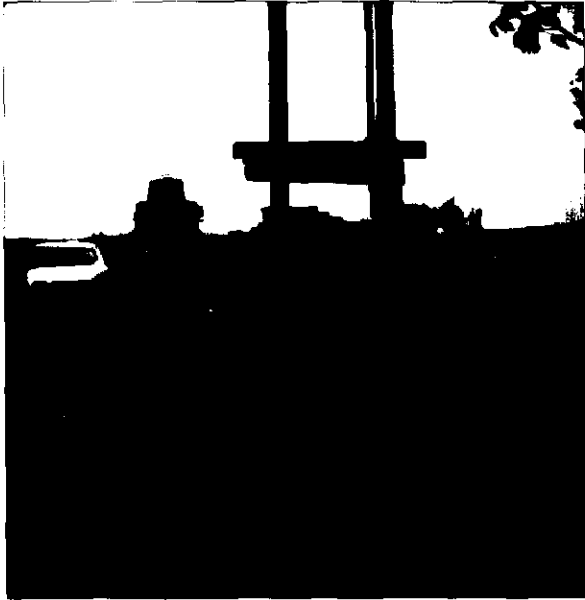
PD

281.27

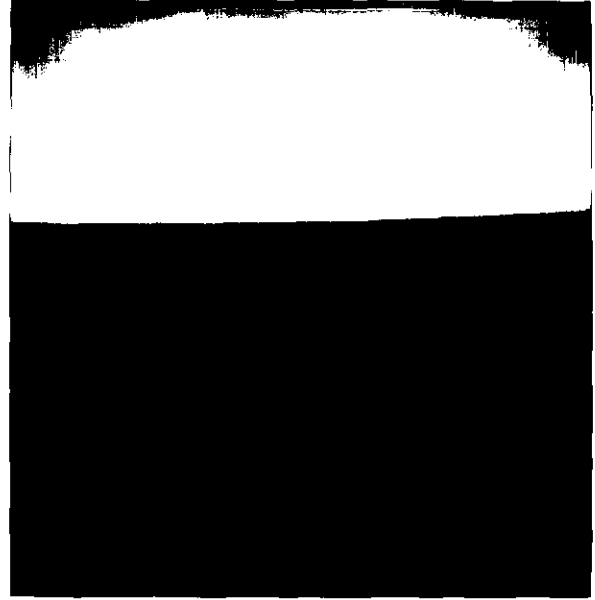
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299.5

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FORM 0-5 2017



Diversion Works



P/U

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JUN 6 5 2002

36-0788/A

10-18-96 JES

NO. OF CLAIMS IN POLYGON

CLAIM NUMBERS

36-2417

36-7002A

36-7881 (Permit)

DATE

9/9/97

AGENT

su

TRANSFER NUMBER

OBJECTION FILED

No

TOTAL ACRES FROM RECOMMENDATION

291

GEOGRAPHIC INFO SYSTEM

341

RIGHT NO				NE				NW				SW				SE			
	TNS	RNG	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE
RECOM	6S	21E	21				39									32			40
GIS				Ø			37									38			15
RECOM	6S	21E	22					15	2	26	31	24	32	26	29				185
GIS								30	4	39	38	39	39	31	38				252
RECOM	6S	21E	21	40			37									26			16
GIS																			
RECOM			22					09	25	38	14	16	8	14	11				135
GIS																			(part) 254

UPDATED

POLYGON #

UPDATED

B36-DBPOU.DBF

ATTRIBUTES OF B36-POU.SHP

A18

9/9/97 su

B36-DBPOD.DBF

ATTRIBUTES OF B36-POD.SHP

B87

you conflict is Due to Pending Permit 36-7881.

RECEIVED

SEP 18 1997

Department of Water Resources

P/U CONFLICT yes (X) no ()

P/D CONFLICT yes () no (X)

SENT FOR DECREE yes (X) no ()

MICROFILMED

JUN 05 2002



9/9/97
su

36-02417, 36-7002 A, 36-7881

MICROFILMED

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