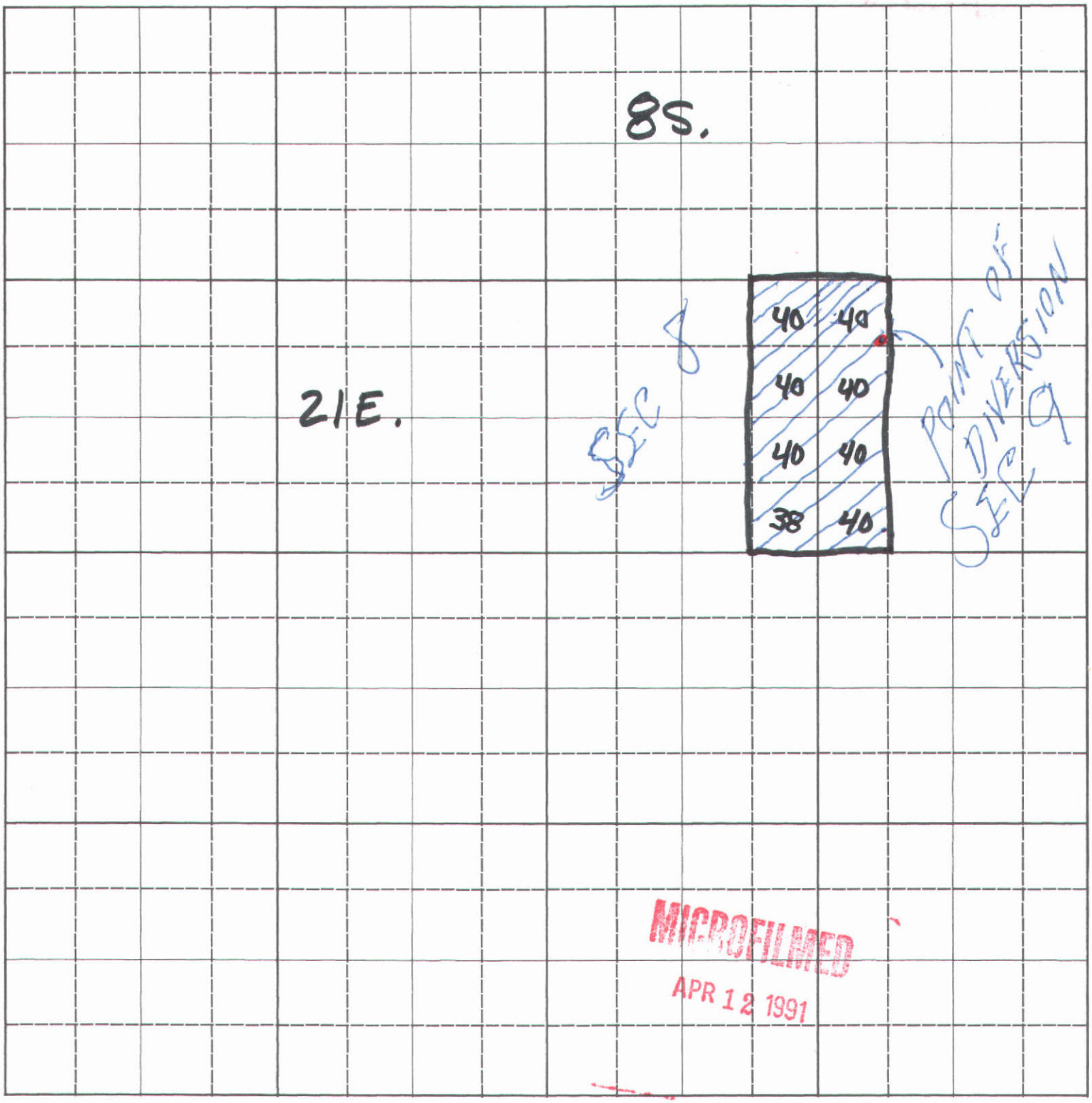
TWN 8S R 21EBM

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



MICROFILMED
APR 12 1991

Scale: 2 inches equal 1 mile.

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

H & S FARMS INC.

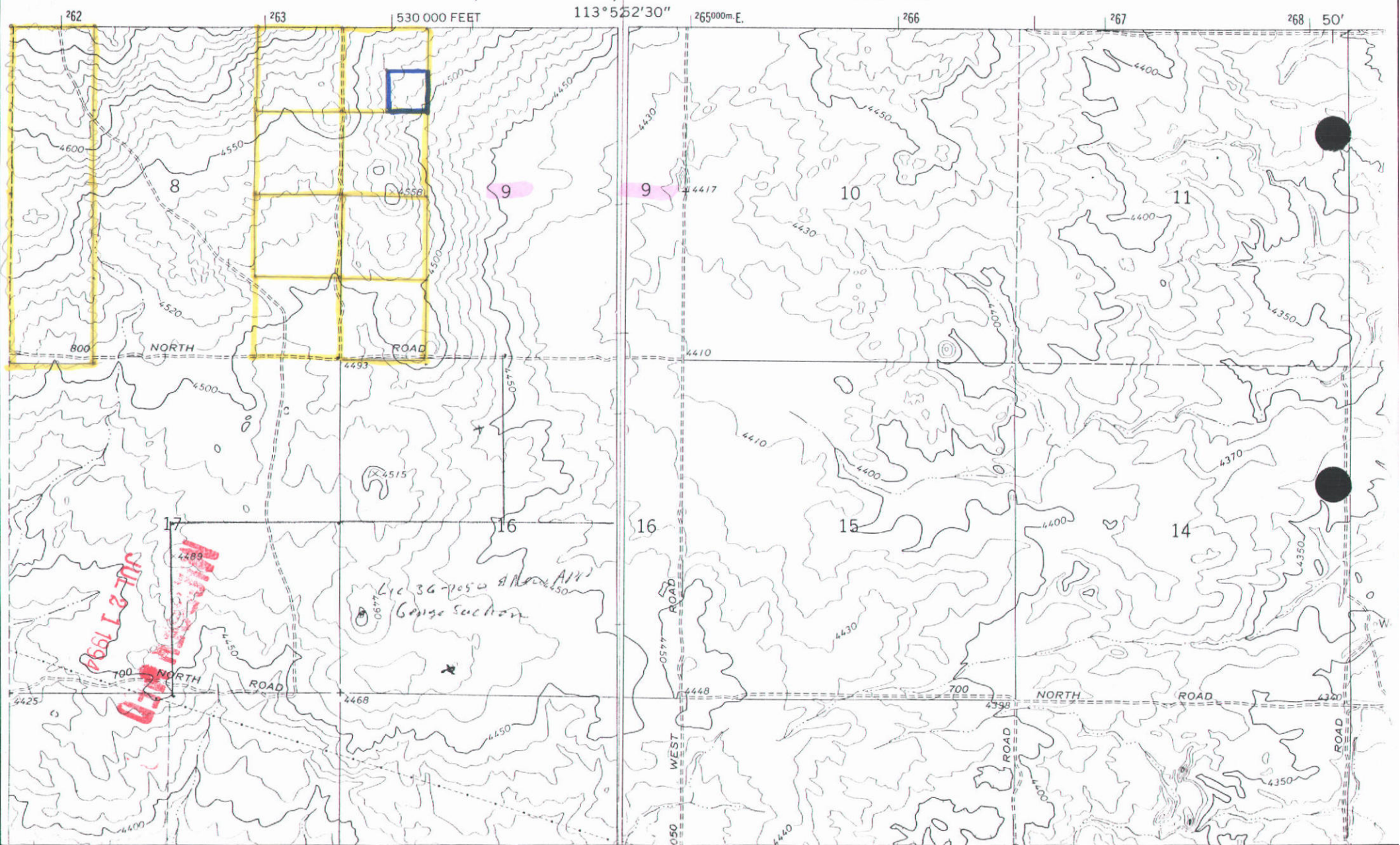
Harold J. Seeley

President (Applicant)

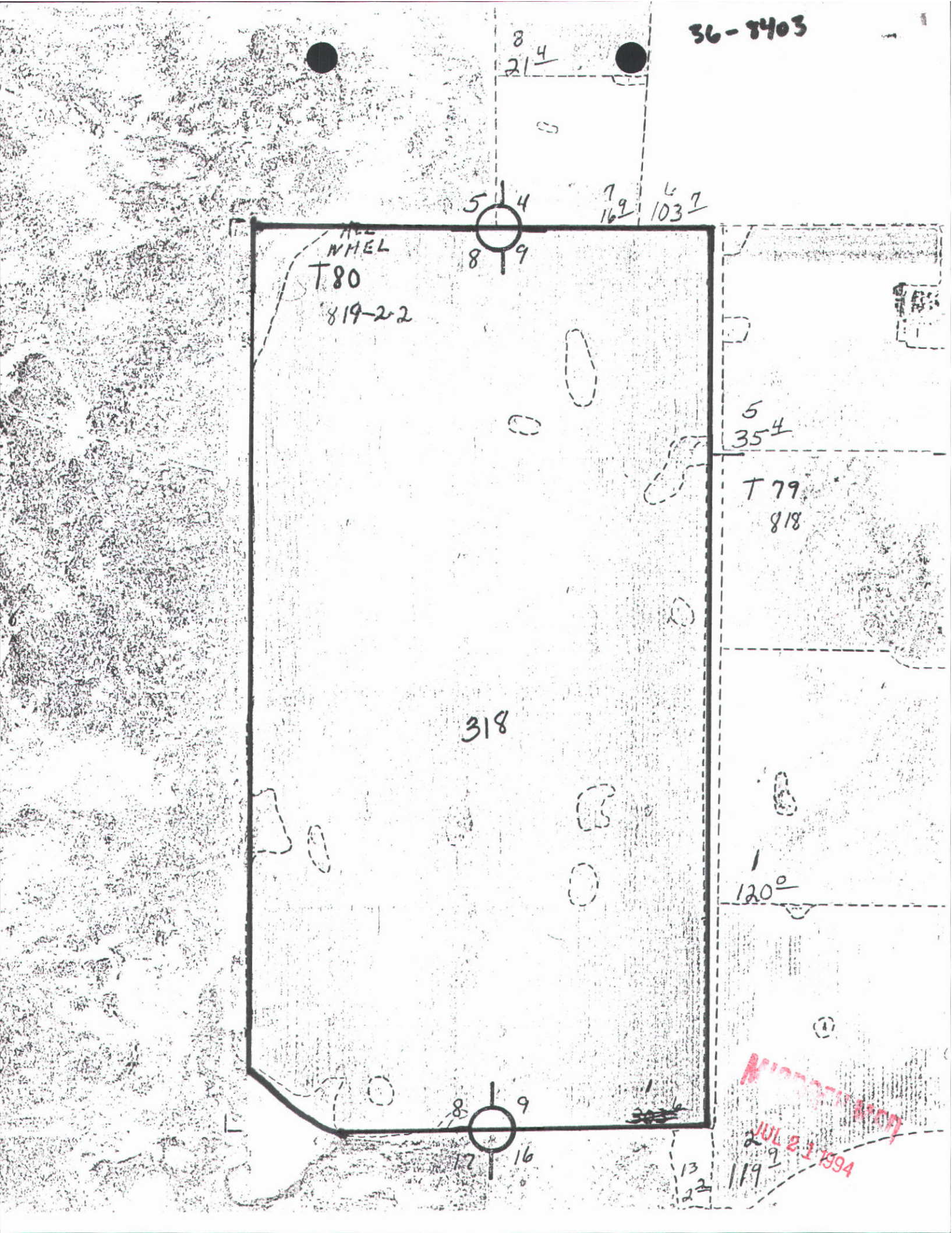
S9-T8S-R21E
36-8403

BURLEY NW QUADRANGLE
IDAHO
7.5 MINUTE SERIES (TOPOGRAPHIC)

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY



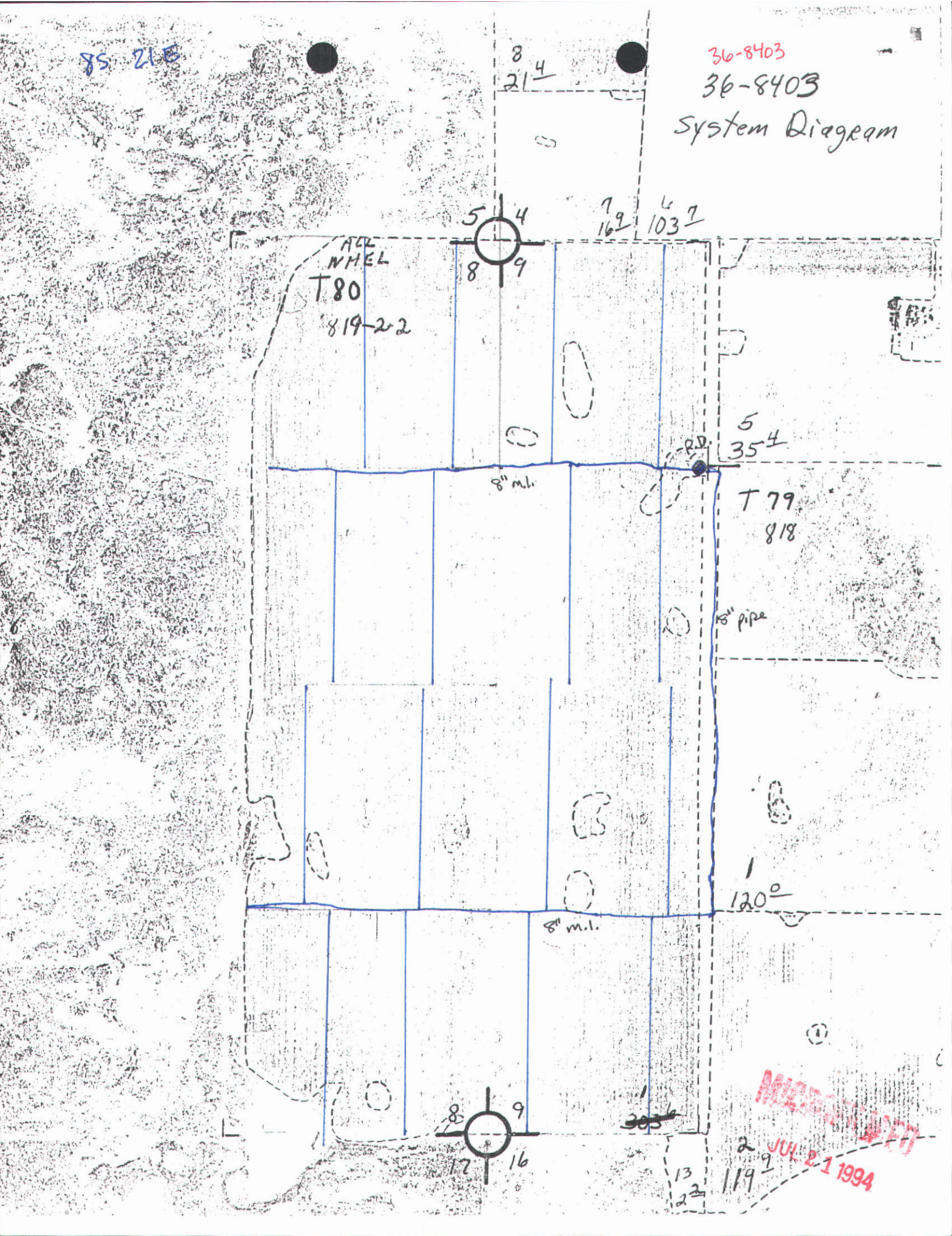
36-8403


8
21 4
5 4
8 9
7
16 9
6
103 7
NWHEL
T80
819-22
5
35 4
T79
818
318
1
120 0
8 9
12 16
13
22
119 9
JUL 21 1994

8S 21E

36-8403

36-8403
System Diagram



RECEIVED
JUL 21 1994

36-8403

MICROFILM
JUL 21 1994

36-8403

MICROFILMED
JUL 21 1994

AFFIDAVIT of PUBLICATION

RECEIVED
FEB 28 1991
Department of Water Resources

State of Idaho,
County of Jerome } SS.

Patty Spence, being first duly sworn, deposes and says that he is the printer (publisher) of the Jerome North Side News, a newspaper published every week in Jerome, County of Jerome, State of Idaho; that said newspaper has been continuously and uninteruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 20th day of Feb., 1991, and the date of the last publication was on the 27th day of Feb., 1991.

Patty Spence

Subscribed and sworn to before me this 27th day of Feb., 1991.
(SEAL)

Vicki Gandiga
NOTARY PUBLIC

NORTH SIDE NEWS
Jerome, Idaho

COST OF PUBLICATION

Numer of Picas per Line
Number of Lines in Notice
Number of Insertions 2

MICROFILMED
APR 12 1991

	Lines tabular at		6¢/Pica
337.5	Lines straight at	16.88	5¢/Pica
	Subsequent lines at	13.50	4¢/Pica
	TOTAL COST	38.38	

COPY OF NOTICE
(Paste Here)

Not. Appl. Trust Water Rt.
TITLE OF NOTICE
H. & S. Farms, Inc
36-08403
PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

Id. Dept. Water Res. Boise
BILL TO

NOTICE OF APPLICATION FOR TRUST WATER RIGHT
36-08403
H & S FARMS INC.
3434-A E. 4000 N.
KIMBERLY, ID 83341
Source: GROUNDWATER
Diversion Pt: SENWNW SEC 9 T 08S R 21E
Use: IRRIGATION (.500 CFS)
Total Diversion: (.500 CFS)
Date Filed: 11/28/1988
In: T08S R21E S08 NENE SENE NESE SESE
S09 NWNW SWNW NWSW SWSW
318.0 ACRES TOTAL
The permit(s) will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42-203A, Idaho Code and/or the new public interest criteria of Sec. 42-203C, Idaho Code. Protests must be filed with the Director, Dept. of Water Resources, Statehouse Mail, Boise, Idaho 83720 on or before March 11, 1991.
-s- R. Keith Higginson
Director
Pub: 2-20, 27
N5246

(Idaho Code, Rev. Statutes 1984)

7-8 pt. per line straight.....5¢/Pica
7-8 pt. per line tabular.....6¢/Pica
7-8 pt. per line successive insertions.....4¢/Pica

№ 3483

OK
TJ
2-28-91

5246

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 36-08403

Priority: November 28, 1988 Maximum Diversion Rate: 0.31 CFS

This is to certify, that H & S FARMS INC
3434-A E 4000 N
KIMBERLY ID 83341 has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated November 28, 1988; and has submitted Proof of Beneficial Use on April 15, 1991. An examination indicates that the works have a diversion capacity of 4.710 cfs of water from a **GROUNDWATER** source, and a water right has been established as follows:

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION	ANNUAL VOLUME
IRRIGATION	04/01 to 10/31	0.31 CFS	

LOCATION OF POINT(S) OF DIVERSION: NWNW , Sec. 9, Township 08S, Range 21E
JEROME County

PLACE OF USE: IRRIGATION

TWN	RGE	SEC		ACRES		ACRES		ACRES	TOTAL
08S	21E	8	NENE	40	SENE	40	NESE	40	
			SESE	38					158
		9	NWNW	40	SWNW	40	NWSW	40	
			SWSW	40					160

Total number of acres irrigated: 318

CONDITIONS/REMARKS:

1. This water right is appurtenant to the described place of use.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. This right is for the use of trust water and is subject to review 20 years after the issuance of the permit to determine availability of water and to re-evaluate the public interest.
5. Diversion and use of water under this right is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.
6. The Director retains jurisdiction of the right issued to change, add or remove any requirement as determined to be appropriate.
7. This right uses the same well as Right 36-02339 and when combined with Right 36-02339 is limited to a total combined annual volume of 1272 acre feet and to the irrigation of a combined total of 318 acres in a single irrigation seas

JUL 2 1 1994

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 36-08403

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 15TH day of JULY, 1994.

Acting for R. Keith Higginson, Director

JUL 21 1994

RECEIVED
APR 12 1991
Department of Water Resources

For Office Use Only
Amt. of Fee $ 100 00
Date 4-12-91
Receipt No. C0003
Received by

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

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

1. Permit No. 36-08403 Telephone No. 733-2499
2. Name(s) of Permit Holder(s): H+S Farms Inc.
3. Post Office Address: 3434-A E. 4000 N., Kimberly, ID 83341
4. Source of Water: Groundwater
   a. If ground water, well driller's name: _____ Date drilled: 1950s
   b. Pump horsepower: 300+75hp booster Pressure (psi): 55-60 Dynamic pumping level (ft.): 380'
5. Extent of Use:
   Domestic _____ (No. of households) Irrigation 318 (No. of acres)
   Stockwater _____ (No. and type of stock) Other _____
6. Total rate and/or volume for which proof is submitted 0.50 cfs _____ acre/feet
7. Refer to the approval conditions on your permit and respond accordingly:
   Measuring device: Required? __Yes ✓No Installed? __Yes ✓No
   OR
   Flow Measurement Port: Required? __Yes ✓No Installed? __Yes __No will be installed
8. Fee Enclosed: $ 100 00 (See License Examination Fee Schedule)
9. Person to contact to accompany the Department representative during the field examination:
   Harold Seeley (Name) Same (Telephone No.)
   Same (Address)
10. The above information is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

4-11-91 (Date) Harold M. Seeley Pres. (Signature (and title if on behalf of a company or organization))

RECEIVED MAY 31 1991

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 36-08403

Proposed Priority: November 28, 1988 Maximum Diversion Rate: 0.50 CFS

This is to certify, that **H & S FARMS INC.**
3434-A E. 4000 N.
KIMBERLY, ID 83341

has applied for a permit to appropriate water from: **GROUNDWATER**
and a permit is **APPROVED** for development of water as follows:

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION
IRRIGATION	03/15 to 11/15	0.50 CFS

LOCATION OF POINT(S) OF DIVERSION: SENWNW Sec. 9, Township 08S, Range 21E
JEROME County

PLACE OF USE: IRRIGATION

TWN	RGE	SEC		ACRES		ACRES		ACRES	TOTAL
08S	21E	8	NENE	40	SENE	40	NESE	40	
			SESE	38					158
		9	NWNW	40	SWNW	40	NWSW	40	
			SWSW	40					160

Total number of acres irrigated: 318

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before **April 1, 1992.**
2. Subject to all prior water rights.
3. Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
4. Any license issued by IDWR pursuant to the permit or portion thereof for the use of trust water is subject to a term review of 20 years after the date of this approval to determine availability of water for the use and to re-evaluate the public interest at the end of the term.
5. Diversion and use of water under this permit is subject to an annual use fee if rules are subsequently promulgated which provide for the submittal of the fee.
6. The Director retains jurisdiction of the permit and/or subsequent license issued to change, add or remove any requirement as determined to be appropriate.
7. The rate of diversion of water for irrigation under this permit and all other water rights on the same land shall not exceed 0.02 cubic feet per second for each acre of land.

MICROFILMED
APR 12 1991

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 36-08403

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 1st day of April, 1991.

for R. Keith Higginson, Director

APR 12 1991

Form 202
6/85

Ident. No. 36-08403

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant H & S Farms Inc. Phone (208) 733-2499

   Post office address 3434-A E. 4000 N., Kimberly, ID 83341

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

3. Location of point of diversion is SE ¼ of NW ¼ of NW ¼, Govt. Lot _____

   Sec. 9 Township 8S Range 21 E B.M. JEROME County; additional

   points of diversion if any: _____

4. Water will be used for the following purposes:

   Amount .5 (cfs or acre-feet per annum) for irrigation purposes from 3-15 to 11-15 (both dates inclusive)

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

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

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

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

6. Proposed diverting works:

   a. Description of ditches, flumes, pumps, headgates, etc. 20" well, 480' Deep 300 HP Turbine Pump (EXISTING)

   b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet; period of year when water will be diverted to storage: _____ to _____ inclusive.

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

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

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

APR 1 2

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

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

b. Stockwatering; list number and kind of livestock. _____

c. Municipal; show name of municipality. _____

d. Domestic; show number of households. _____

e. Other; describe fully. _____

9. Description of place of use:

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

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

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
8S	21E	8	40			40									40			38	158
		9						40	40			40	40						160

Total number of acres to be irrigated 318

10. Describe any other water rights used for the same purposes as described above. License #36-02339

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

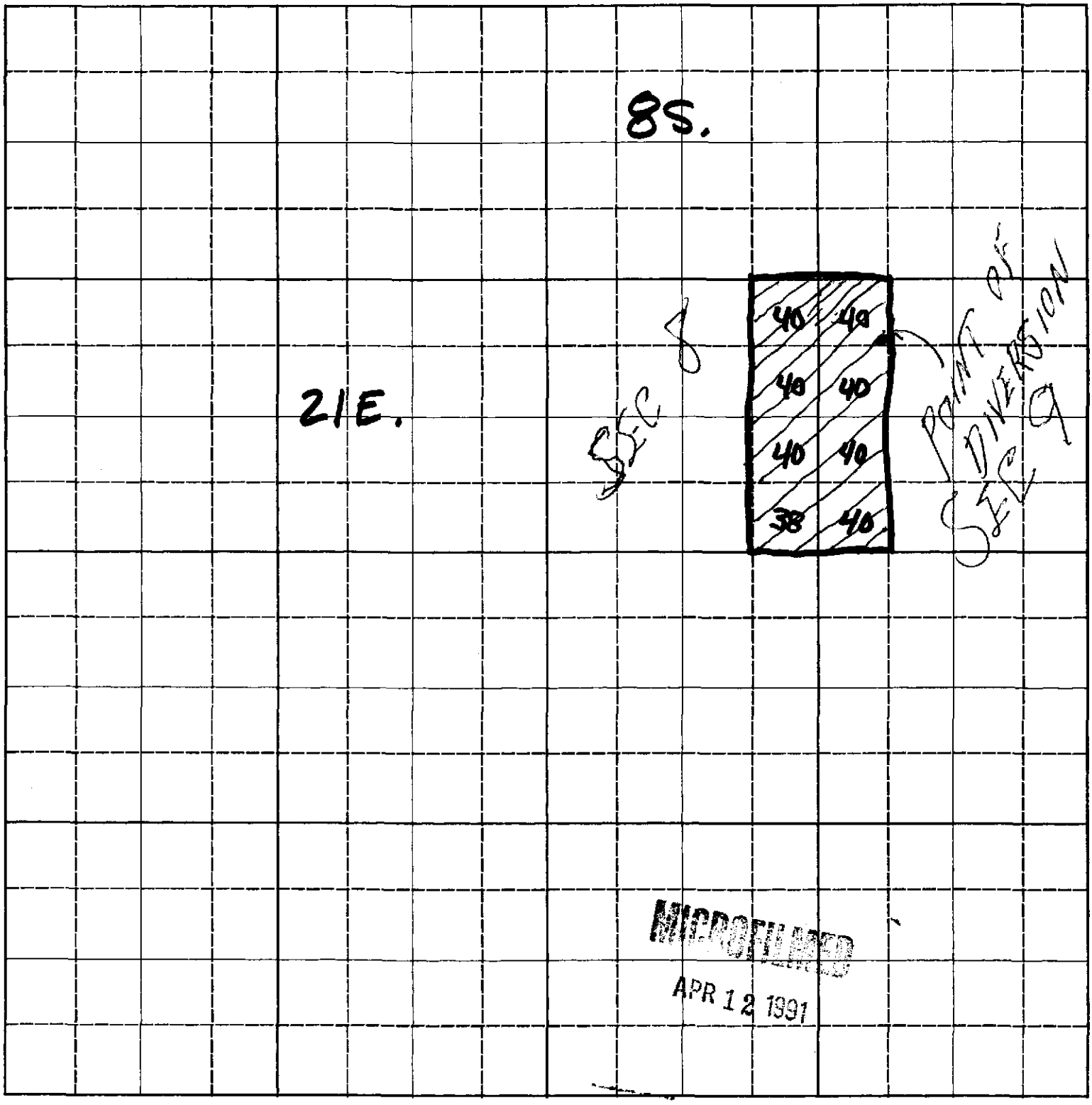
b. Who owns the land to be irrigated or place of use? Same

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. _____

12. Remarks: Increase in Water is Due to Addition of 25HP Booster in March 1969
Adjudication claim has been filed which includes the added water. # A36-02339

TWN 8S R 21EBM

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



MICROFILMED
APR 12 1991

Scale: 2 inches equal 1 mile.

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

H & S FARMS INC.

Harold J. Seeley

President (Applicant)

Received by SCC Date 11/28/88 Time 2:00 pm Preliminary check by J F Clinton

Fee $ 45.00 Receipted by SCC # S004054 Date 11/29/88

Publication prepared by BRENDA MILLER Date 2-10-91 Published in NORTHSIDE NEWS 2-20 + 2-27-91

Publication approved TJ2 Date 2-28-91

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

   a. SUBJECT TO ALL PRIOR WATER RIGHTS.

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

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

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

   e. Other:

MICROFILMED
APR 12 1991

In regards to your request for list of Corporate Officers for H & S Farms Inc.

RE: Permit # 36-08400, 36-08401, 36-08402, 36-08403.

President: Harold J. Seeley

Sect. & Treas. Clella Seeley

RECEIVED

MAR 24 1989

Department of Water Resources
Southern Region Office

12 1991

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

July 18, 1994

H & S FARMS INC
3434-A E 4000 N
KIMBERLY ID 83341

RE: WATER RIGHT NO. 36-08403

Dear Water Right Holder(s):

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit. If you have any questions, please contact me within 10 days of receipt of this license.

Sincerely,

JIM JOHNSON, Manager
Water Right Permits Section

JJ:dc

Enclosure

RECEIVED
JUL 21 1994

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM	USE PERIOD TO	DIVERSION RATE	DIVERSION VOLUME
C	H & S FARMS INC 3434-A E 4000 N KIMBERLY ID 83341 (208) 733-2499	11/28/1988	IRRIGATION	04-01	10-31	0.31 CFS	
				TOTAL DIVERSION:		0.31 CFS	

Water Source: GROUNDWATER Tributary to: Stage: LICENSE

Point(s) of Diversion Capacity: 4.71 CFS

Point(s) of Diversion: T08S R21E S09 NWNW JEROME County

Place of use Legal Description for: IRRIGATION

			NE				NW				SW				SE				
			NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	
T	R	S	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	SUM
08S	21E	8	40			40									40			38	158.0
08S	21E	9						40	40			40	40						160.0
																TOTAL ACRES			318.0

Pou County: JEROME

Other Rights: 36-02339

Other Water Rights with Same Point(s) of Diversion and Source:
36-02339

Other Water Rights Listing Overlapping Place(s) of use:
36-02339 36-02346 36-08403

Conditions of Approval:

R55 - This right is for the use of trust water and is subject to review
- 20 years after the issuance of the permit to determine
- availability of water and to re-evaluate the public interest.

R56 - Diversion and use of water under this right is subject to an
- annual use fee if rules are subsequently promulgated which
- provide for the submittal of the fee.

R57 - *The Director retains jurisdiction of the right issued to*
- change, add or remove any requirement as determined to be
- appropriate.

Remarks: This right uses the same well as Right 36-02339 and when combined with Right 36-02339 is limited to a total combined annual volume of 1272 acre feet and to the irrigation of a combined total of 318 acres in a single irrigation season.

Dates:

App. Received:	11/28/1988	Priority Date:	11/28/1988
Proof Due Date:	04/01/1992	Proof Made Date:	04/15/1991
Exam Made Date:	07/15/1992	Exam Sent to S.O.:	12/26/1993
Licensed Date:			

WR0750NP
(OD-138)

IDAHO DEPARTMENT OF WATER RESOURCES
PLACE OF USE 1/4 1/4 COMPARISON REPORT

DATE: 05/10/94
PAGE: 1

(WATER RIGHT NUMBERS THAT BEGIN WITH AN '*' ARE ADJUDICATION CLAIMS)

WR-NUMBER	SOURCE	NE NE Lt Ac	NE NW Lt Ac	NE SW Lt Ac	NE SE Lt Ac	NW NE Lt Ac	NW NW Lt Ac	NW SW Lt Ac	NW SE Lt Ac	SW NE Lt Ac	SW NW Lt Ac	SW SW Lt Ac	SW SE Lt Ac	SE NE Lt Ac	SE NW Lt Ac	SE SW Lt Ac	SE SE Lt Ac	SUM
L3608403	T08S R21E S 8	GROUNDWATER																
		40			40									40			38	158
~~3602339~~	~~GROUNDWATE~~	~~40~~			~~40~~									~~40~~			~~38~~	~~158~~
*3602339	GROUNDWATE	40			40									40			38	158
~~A3602339~~	~~GROUNDWATE~~	~~40~~			~~40~~									~~40~~			~~38~~	~~158~~
~~3608403~~	~~GROUNDWATE~~	~~40~~			~~40~~									~~40~~			~~38~~	~~158~~
L3608403	T08S R21E S 9	GROUNDWATER																
							40	40			40	40						160
~~3602339~~	~~GROUNDWATE~~						~~40~~	~~40~~			~~40~~	~~40~~						~~160~~
*3602339	GROUNDWATE						40	40			40	40						160
~~A3602339~~	~~GROUNDWATE~~						~~40~~	~~40~~			~~40~~	~~40~~						~~160~~
3602346	GROUNDWATE									38	39			28	39	22	40	206
*3602346	GROUNDWATE			02					05	39			39	36	40	36	40	237
A3602346	GROUNDWATE				25					40			40	38	40	40	40	263
3602347	GROUNDWATE					37												37
*3602347	GROUNDWATE					37												37
A3602347	GROUNDWATE					37												37
3602389	GROUNDWATE			40	38				40									118
*3602389	GROUNDWATE			02					05	39			39	36	40	36	40	237
3602451	GROUNDWATE			25	04				29									58
*3602451	GROUNDWATE			02					05	39			39	36	40	36	40	237
A3602451	GROUNDWATE								13	16			16					45
3607978A	GROUNDWATE	40	40															80
~~3608403~~	~~GROUNDWATE~~						~~40~~	~~40~~			~~40~~	~~40~~						~~160~~

POU COMPARISON

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	H & S FARMS INC 3434-A E 4000 N KIMBERLY ID 83341 (208) 733-2499	09/30/1957	IRRIGATION	04-01 10-31	4.40 CFS	1272.00 AFA
				TOTAL DIVERSION:	4.40 CFS	1272.00 AFA
				CONSUMPTIVE USE:		954.00 AFA

Water Source: GROUNDWATER Tributary to: Stage: LICENSE

Point(s) of Diversion: T08S R21E S09 SENWNW JEROME County

Place of use Legal Description for: IRRIGATION

			NE				NW				SW				SE				
T	R	S	NENE Lt Ac	NWNE Lt Ac	SWNE Lt Ac	SENE Lt Ac	NENW Lt Ac	NWNW Lt Ac	SWNW Lt Ac	SENW Lt Ac	NESW Lt Ac	NWSW Lt Ac	SWSW Lt Ac	SESW Lt Ac	NESE Lt Ac	NWSE Lt Ac	SWSE Lt Ac	SESE Lt Ac	SUM
08S	21E	8	40			40									40			38	158.0
08S	21E	9						40	40			40	40						160.0
																TOTAL ACRES			318.0

POU County: JEROME

Other Rights: NONE

Other Water Rights with Same Point(s) of Diversion and Source:
A36-02339

Other Water Rights Listing Overlapping Place(s) of use:
A36-02339

Dates: Exam Made Date: Verified Date: 09/12/1991

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Audit: 12/24/90 BEDKE 09/12/91 MERRITT 07/10/92 CWU-PROD 07/18/92 POST-STD
08/28/92 PR-PRODM 11/02/92 CPSHAW 12/05/92 ADT-SHAW

OVERLAP —

As recommended to Court

LICENSE REVIEW CHECKLIST

PERMIT NO. 36-08403 DATE 5-10-94

	Yes	No	
NAME		✓	Or Address Change?
PRIORITY DATE		✓	Advance? ___ Advanced to: ___ Order to reinstate needed? ___ Incorrect fee for rate recommended? ___
SOURCE		✓	Changes or just clarification of originally intended source? ___ Notice of Intent to Void necessary? ___
POINT OF DIV		✓	Amendment needed? ___
	✓		Overlaps? 36-2339 @ 4.40 CFS
PLACE OF USE		✓	Amendment needed? ___
	✓		Overlaps? 36-2339 @ 318 acres @.0138 per acre
DIV RATE		✓	Measurement done? SPRINKLER Theoretical only? ___ Q = 4.71 4.71 ÷ 318 = .0148 per acre (318 x .02 = 6.36)
CAPACITY = 4.71 36-2339 = 4.40 BALANCE .31 CFS Also 318 x .001 = .31 CFS			**Capacity:** 4.71 Combined rates exceed capacity NO Allowable amount: .31 CFS
ANNUAL VOLUME		✓	Season of use: C/4.0 (4-1 to 10-31) Calculations: 318 x 4 = 1272 Flow limit: ___ cfs x ___ x 1.9835 = ___ Combined volumes exceed capacity/allowable CONDITION
USES		✓	Change(s) in Nature of Use? ___ Amendment necessary? ___
REMARKS		✓	Multiple p/d(s) in ¼ ¼? ___
	W29	(EDIT)	Other ___
CONDITIONS		✓	Measuring/Locking Devices
		✓	Watermaster control - District ___
		✓	Irrigation Overlap
		✓	Water Quality
	X		Other TRUST CONDITIONS / R55, 56, 57

COMMENTS: REDUCE rate: right is simply to raise the rate per acre - no other changes.

RECOMMENDED	CFS	VOLUME
Irrigation	.31	—

LICENSE ✓

1ST AMENDMENT LETTER ___

FINAL AMENDMENT LETTER ___

Form 219
6/86

RECEIVED
DEC 3 0 1993
Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 36-8403

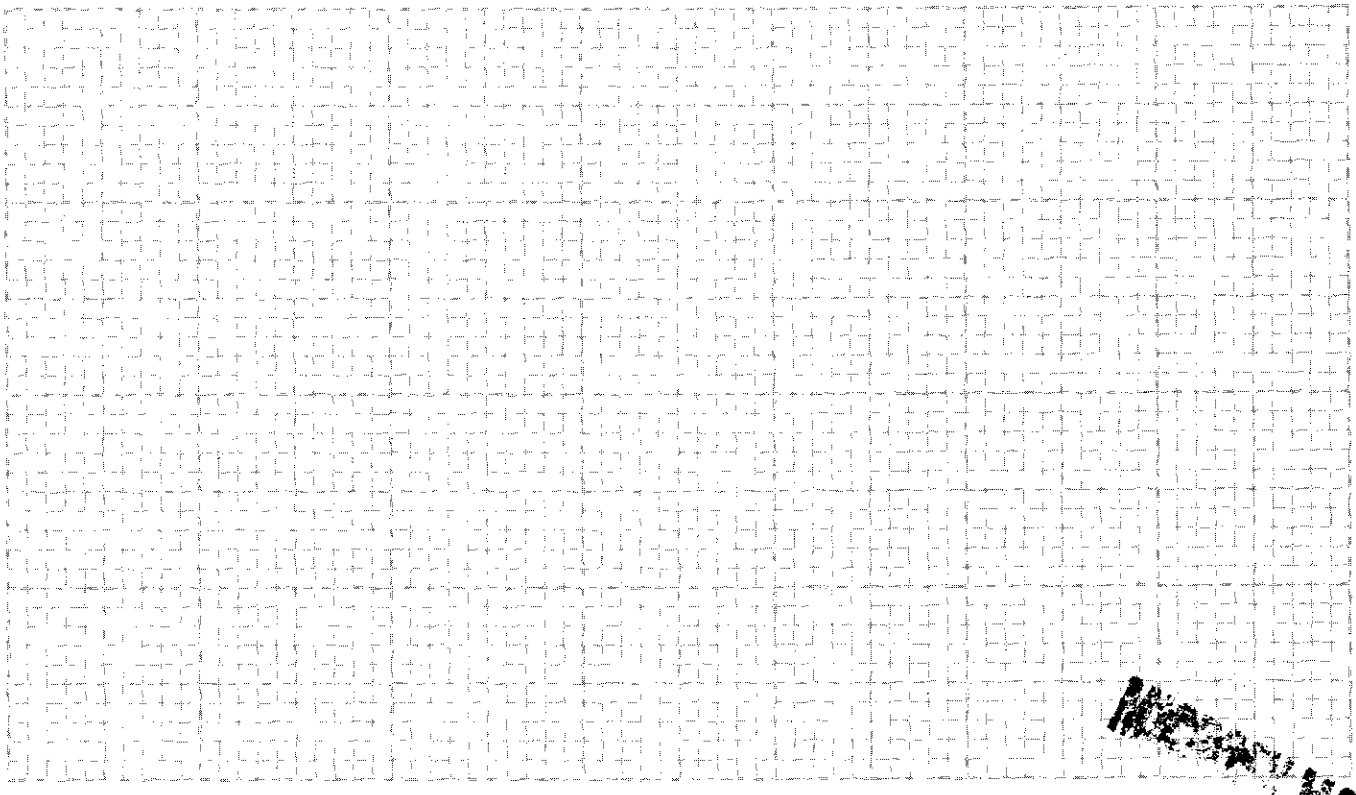
1. Owner: H & S Farms Inc Phone No. 733-2499
   Current Address: 3434-A. E. 4000 N. Kimberly, ID 83341
2. Accompanied by: Harold Seeley EXAM. DATE: 7-15-92
   Address: _____ Phone No. _____
   Relationship to Permit Holder: co-owner
3. Source: groundwater tributary to _____

B. OVERLAP REVIEW

1. Other water rights with same place of use: _____ ☐ Copies Attached
2. Other water rights with same point of diversion: 36-2339 ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☑ Alternative diagram attached



JUL 2 1 1994

Scale: 1" = _____.

2. ☒ Copy of U.S.G.S. Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).
   ☒ Photo of Diversion and System Attached (required for all but single household domestic groundwater, and stockwater.
   ☒ Aerial Photo Attached (required for irrigation of 10 acres or more).

System Description (continued)

3. **Narrative:** Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

10" Well discharges to 12" pipe Two sections of ½ mi. 8" m.l. are interconnected by ½ mi. 8" buried pipe. 16 laterals w/ 33 spr./line are used with 4.8 gpm steady-flow nozzles. ~~70~~ 55 psi pressure at pump. P/U drops in elevation to the SW and maintains a relatively steady pressure throughout the system.

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	U.S. Motor	300	1266434	Winthroath	10401
	U.S. Elec	~~100~~ 75		Peerless	

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

5. **Point(s) of Diversion:**

Ident. No.	Gov't. Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
		SE	NW	NW	9	8S	21E	Jerome	AIREAL PHOTO

6. **Place(s) of Use:** Indicate Method of Determination AIREAL PHOTO

Twp.	Rge.	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
8S	21E	8	40			40									40			38	158
8S	21E	9						40	40			40	40						160
																			318

JUL 21 1994

Do not use this space

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

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

2. **Measurements:**

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method: H.P. See attached sheet.

16 lines x 33 spr. x 4 gpm = 2,112 gpm = 4.71 cfs

2. Alternate Method for Checking Purposes:

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3) ; Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Ampsx .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.}$ = (Acres Irrigated) x (Irrigation Requirement) = ~~103~~ 318 (4.0) = ~~1052~~ 1272

$V_{D.R.}$ = [Diversion Rate (cfs)] x (Days in Irrigation Season) x 1.9835 = ~~.5~~ .31 (214)(1.98) = ~~214.8~~ 131.6

V = Smaller of $V_{I.R.}$ and $V_{D.R.}$ = ~~214.8~~ 131.6 afa

2. ~~Volume Calculations for Other Uses:~~

Total system capacity: 4.71 x 214 x 1.9835 = 1,999.3 afa

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H. REMARKS AND OVERLAP REVIEW ANALYSIS

* See overlap analysis sheet

Capacity exceeds ~~applied for~~ licensed rate

~~Only~~ ~~new~~ All acres recommended. at difference in Rate of Flow. Measured Flow Rate is considered most significant.

the combination of this Right & 36-2339 shall not exceed a volume of 4.0 afa.

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use From	Period of Use To	Rate of Diversion Q (cfs)	Annual Volume V (afa)
IRRIGATION	4-1	10-31	~~0.5~~ .31	~~211.8~~ 131.6
		Totals:	~~0.5~~ .31	~~211.8~~ 131.6

2. Recommended Amendments

☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☑ None

☐ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

J. AUTHENTICATION

Field Examiner's Name BRIAN W. BLOCK

Signature Brian Block

Certification Date 3/31/93

Field Report Preparation Date 8-9-92

CONSULTANT SEAL

PROFESSIONAL ENGINEER REGISTERED 3445 STATE OF IDAHO LAWEN O HOLMES

K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

36-8403 H & S FARMS
OVERLAP REVIEW AND ANALYSIS

Point of Diversion: SENWNW, S9, 8S, 21E

Requested flow rate: .50 cfs

Measured flow rate: System total = 4.71 cfs

Theoretical flow rate: 4.38 cfs

OVERLAP REVIEW:

License No.: 36-2339
Point of Diversion: SENWNW, S9, 8S, 21E
Licensed flow rate: 4.40 cfs for 318 acres

CALCULATIONS AND RECOMMENDATION:

Old rate: 4.40/318 = .0138 cfs
Current rate: 4.71/318 = .0148 cfs
Difference : .001 cfs

Current rate exceeds old rate, therefore the total acres receive the added capacity (difference between old and current rates).

318 acres X .001 cfs = .31 cfs

VOLUME CALCULATIONS:

System diversion capacity volume: 4.71 x 214 x 1.98 = 1,999.3 afa

System requirement = 318 x 4 = 1272 afa

Allocated to 36-2339 = 1272 afa

Allocated to 36-8403 = 131.6 afa (.31 cfs x 318)

"THE MAXIMUM COMBINED VOLUME OF THIS RIGHT AND 36-2339 SHALL NOT EXCEED 4.0 AFA PER ACRE OR A TOTAL OF 1272 AFA."

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GROUNDWATER MEASUREMENT REQUIREMENT ANALYSIS
****

FILE: 36-8403
DATE: 9-12-92
BY: MTS

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

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 dicharge assume zero [0])

$$Q = \frac{(8.8) \quad (375) \quad (0.70)}{[\ (400) + (55 \times 2.31)\ ]} = 4.38$$

LIFT FROM:	PSI FROM:	NOTES ON PUMP:
measurement ( )	measurement ( )	Motor Make, Serial or ID
owner (X)	owner ( )	US. 1266434
area estimate (X)	estimate ( )	Pump Make, Serial or ID, rating
well logs ( )	owner gage (X)	Wuthrooth 10401
Booster (Y) (N)		Booster = 75 Hp Peerless

REMARKS

ANNUAL VOLUME ANALYSIS

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

(season)	(days)
3/15 - 11/15	246
4/1 - 11/1	215
4/15 - 10/15	184
3/1 - 12/1	276

$$\text{POTENTIAL} = \frac{(214) \times (1.98) \times (4.71)}{(318)}$$

POTENTIAL = 6.27

REQUIRED Acre Feet/Acre/Annum = 4.00
(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 (X)

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

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JUL 21 1994

[redacted]

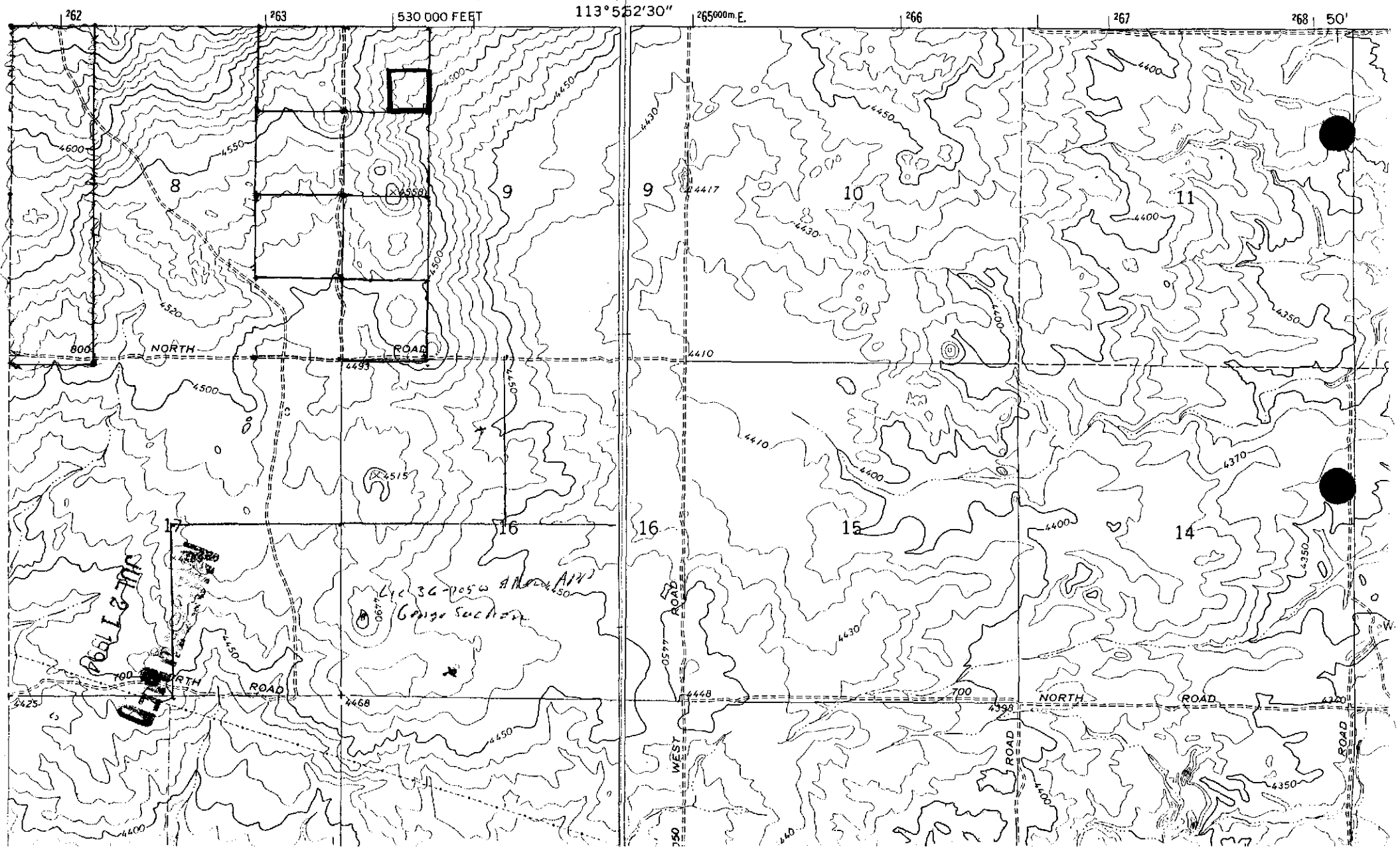
[redacted]

[redacted]

S9-T8S-R21E
36-8403

BURLEY NW QUADRANGLE
IDAHO
7.5 MINUTE SERIES (TOPOGRAPHIC)

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY



	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
PERMIT																						
FOUND																						
OVERLAP																						
NEW ACRES																						

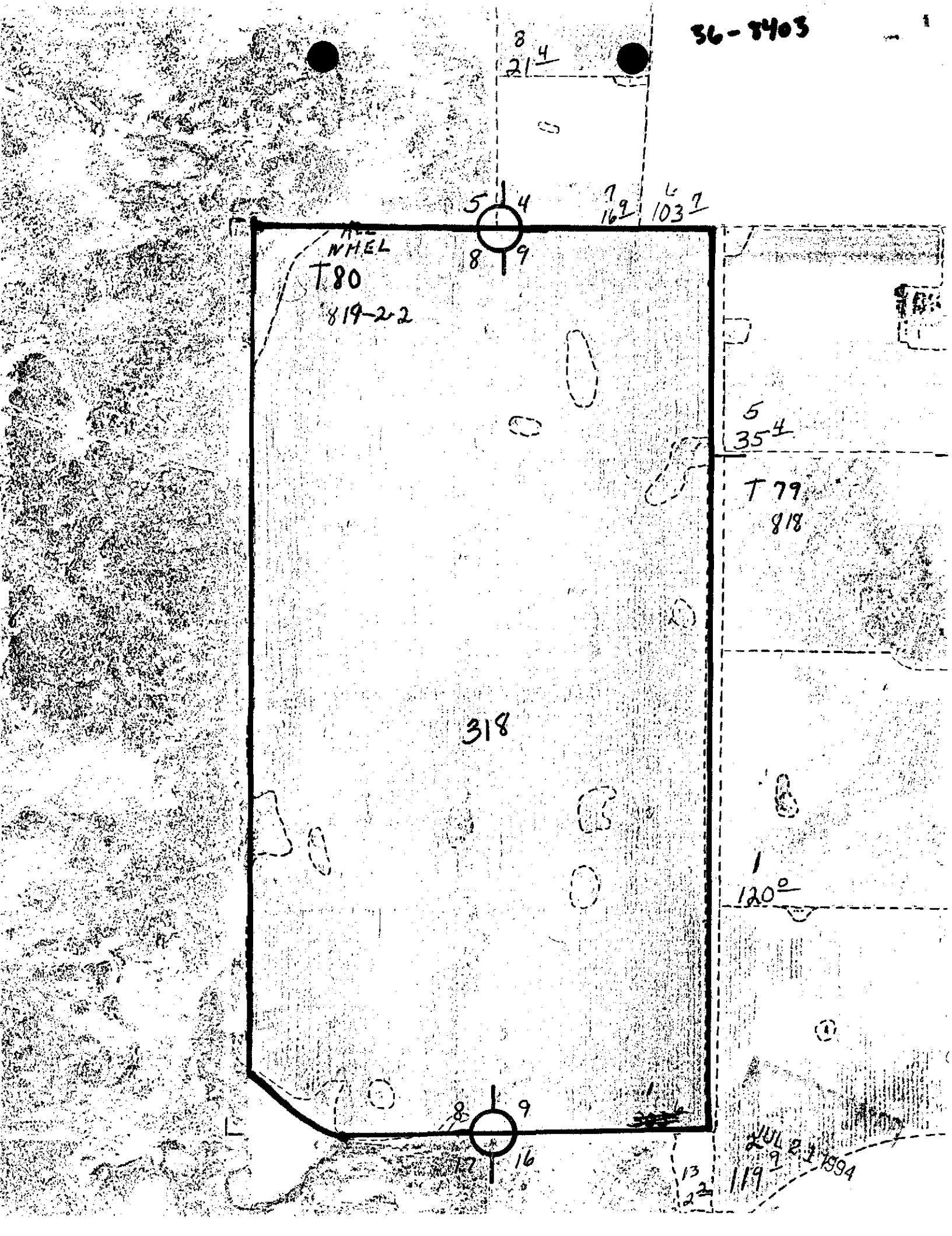
	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
PERMIT	36-8403	8S	21E	8	40			40									40			38		
~~FOUND~~ Lic	36-2339	8S	21E	8	40			40									40			38		
OVERLAP					40			40									40			38		
~~DIFFERENCE~~ New Acres					0			0									0			0		

	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
PERMIT	~~36~~-8403	8S	21E	9						40	40			40	40							
~~FOUND~~ Lic	2339	8S	21E	9						40	40			40	40							
OVERLAP										40	40			40	40							
DIFFERENCE										0	0			0	0							

	NUMBER	TNS	RNG	SEC	NE				NW				SW				SE				TOTAL	SYSTEM TOTAL
					NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE		
PERMIT																						
FOUND																						
OVERLAP																						
DIFFERENCE																						

JUL 2 1 1994

36-8403


8
21 4
5 4
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16 9
6
103 7
NHEL
T80
819-22
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35 4
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818
318
1
120 0
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12 16
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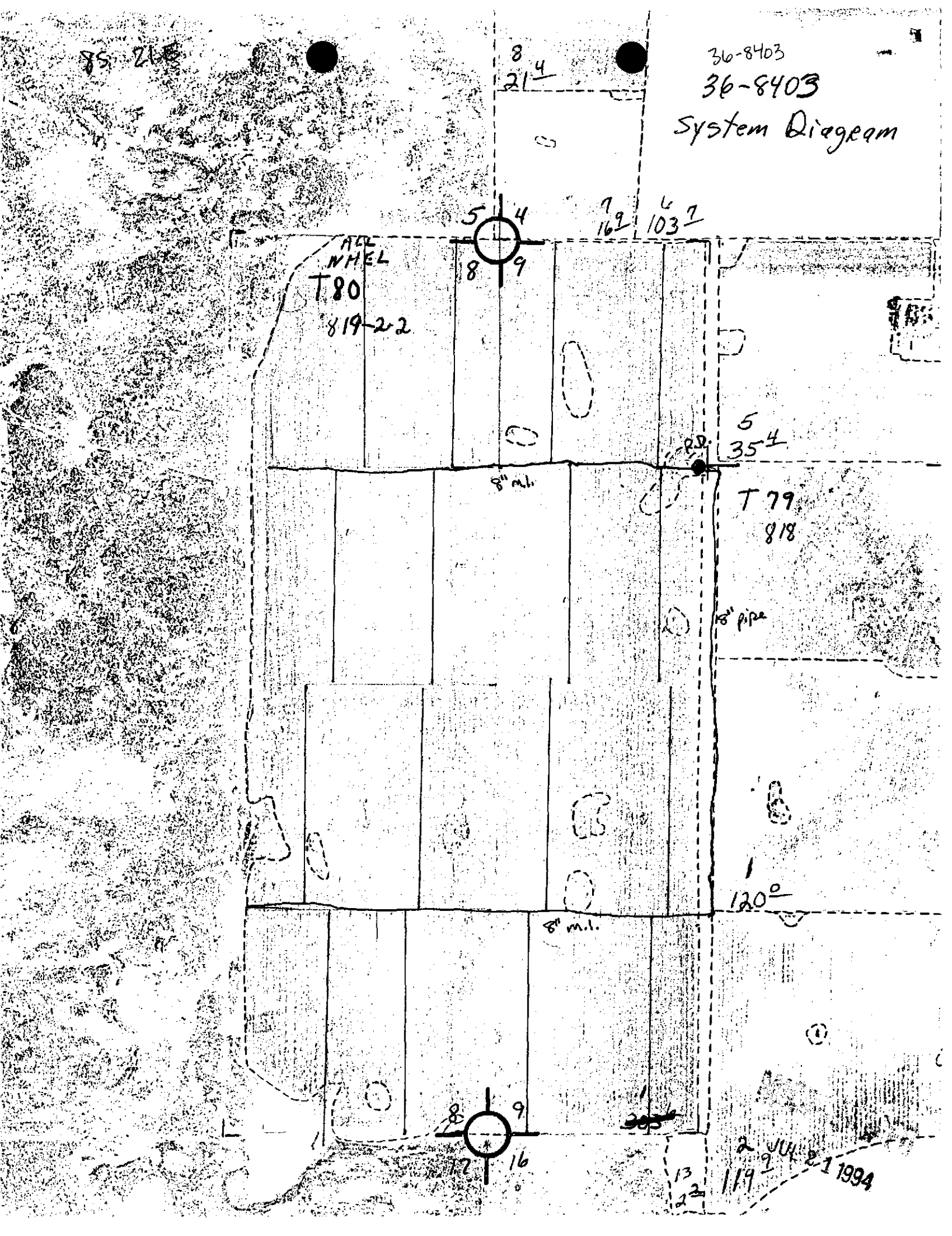
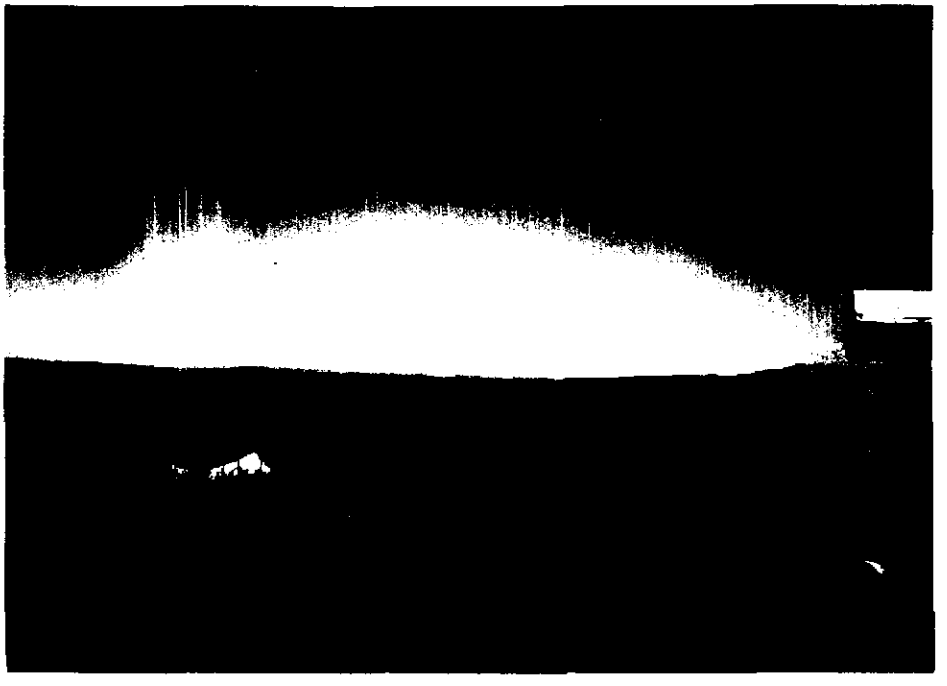
12 2
119 9
JUL 21 1994


36-8403
36-8403
System Diagram
ALL
NHEL
T80
819-22
T79
818
8" m.l.
8" m.l.
8" pipe
R.D.
120°
JUL 21 1994

36-8403



JUL 2 1 1994

36-8403

JUL 21 1994

April 25, 1991

H & S FARMS INC.
3434-A E. 4000 N.
KIMBERLY, ID 83341

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 36-08403

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

If you have questions concerning this matter, please feel free to contact the SOUTHERN Regional Office in Twin Falls at (208)734-3578.

Sincerely,

Rita Fleck
Secretary/Records Manager

c: IDWR - Region

RECEIVED

MAY 31 1991

ANALYSIS SHEET
for
PROOF OF BENEFICIAL USE

Permit No. 36-8403 Date 4-19-91

GENERAL CONSIDERATIONS

✓ Name same as permit?
✓ Address same as permit? If no, prepare data entry form.
✓ Proof timely received? If no, complete priority advancement below.

SOURCE OF WATER

___ Surface water source
✓ Ground water source
NA Drill permit req'd?
___ Copy in file? Drill permit no. ___
___ Well log in file?
___ Amt paid for drilling permit? ___ Correct?

1950's

LICENSE EXAMINATION FEE

Yes Required?
100.00 Amount submitted?
Yes Correct amount?

MEASURING DEVICE

NO Measuring device or access port required?
___ Installed?
___ Waiver requested or needed?

DEFICIENCIES OR ACTION ITEMS

Proof acceptable

PRIORITY CALCULATION

Date proof received	NA		
Date proof due		-	
No. of days late		=	
Priority date		+	
NEW PRIORITY DATE		=	

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

April 4, 1991

H & S FARMS INC.
3434-A E. 4000 N.
KIMBERLY, ID 83341

PERMIT APPROVAL NOTICE

RE: PERMIT NO. 36-08403

Dear Permit Holder:

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

Enclosed is a form entitled "Instructions for Proof of Beneficial Use". Please read the instructions carefully since you must take further action to develop this permit. Also enclosed is a form entitled "Proof of Beneficial Use". If your project is already completed you should complete and submit this form immediately.

Section 42-235, Idaho Code, requires that a "drilling permit" must be obtained from the department for all wells constructed after July 1, 1987. A drilling permit is a separate permit that must be issued in addition to your permit to appropriate water. Commencement of well construction or diversion of water under your permit to appropriate water is prohibited unless a drilling permit is obtained.

This permit authorizes the appropriation of trust water. Trust water is defined as that portion of a particular hydropower water right which exceeds certain minimum stream flows established by state action, and is held in trust by the State of

MICROFILMED
APR 12 1991

Idaho for the use and benefit of the people within the state. Conditions pertaining to a term review, annual use fee and jurisdiction of the permit are trust water conditions.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:blm

Enclosures

APR 12 1991

AFFIDAVIT of PUBLICATION

FEB 28 1991

Department of Water Resources

State of Idaho, } SS.
County of Jerome

Patty Spence, being first duly sworn, deposes and says that he is the printer (publisher) of the Jerome North Side News, a newspaper published every week in Jerome, County of Jerome, State of Idaho; that said newspaper has been continuously and uninteruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication of said advertisement was on the 20th day of Feb, 19 91, and the date of the last publication was on the 27th day of Feb, 19 91.

Patty Spence

Subscribed and sworn to before me this 27th day of Feb, 19 91.
(SEAL)

Lucia Mendiola
NOTARY PUBLIC

NORTH SIDE NEWS

Jerome, Idaho

COST OF PUBLICATION

Numer of Picas per Line

Number of Lines in Notice

Number of Insertions

APPROVED
APR 12 1991

	Lines tabular at		6¢/Pica
227.5	Lines straight at	12.88	5¢/Pica
	Subsequent lines at		4¢/Pica
	TOTAL COST	28.38	

COPY OF NOTICE

(Paste Here)

Sub Appl. Water Rts.
TITLE OF NOTICE

H. & S. Farms, Inc.
36-07403
PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

Dept. Water Res.
BILL TO

[redacted]
H.A. SPARKS INC.
3434 A E. 4000 N.
KIMBERLY, ID 83341
Source: GROUNDWATER
Diversion Pt: SENWNW SEC 8 T 08S R 21E
Use: IRRIGATION
Total Diversion:
Date Filed: 11/28/1988
In: T08S R21E SEC [illegible]
SESE
SEC NWNW SWNW NESW SWSW
318.0 ACRES TOTAL
The permit(s) will be assigned a [illegible] water rights. Protests must be [illegible] based on the criteria of Sec. [illegible], Idaho Code. Applicants must [illegible] under criteria of Sec. [illegible], Idaho Code. Protests must be filed with the Director, Dept. of Water Resources, Statehouse Mail, Boise, Idaho [illegible] on or before March 11, 1991.
R. Keith Higginson
Director
Pub: 2/20, 27

(Idaho Code, Rev. Statutes 1984)

7-8 pt. per line straight.....5¢/Pica
7-8 pt. per line tabular.....6¢/Pica
7-8 pt. per line successive insertions.....4¢/Pica

№ 3483

OK
TJL
2-28-91

5246

S T A T E O F I D A H O
DEPARTMENT OF WATER RESOURCES
State Office
1301 North Orchard St.

Statehouse Mail
Boise, Idaho 83720
(208) 327-7900

FEBRUARY 12, 1991

Northside News
Box 468
Jerome, ID 83338

Dear Legal Dept.:

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

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

Please send the affidavit of publication and publication billing to this office before MARCH 11, 1991.

Yours truly,

BRENDA L. MILLER
Clerical Specialist

Encl.

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APR 12 1991

NOTICE OF APPLICATION FOR TRUST WATER RIGHT

36-08403

H & S FARMS INC.
3434-A E. 4000 N.
KIMBERLY, ID 83341

Source: GROUNDWATER

Diversion Pt: SENWNW Sec 9 T 08S R 21E

Use: IRRIGATION (.500 CFS)
Total Diversion: (.500 CFS)

Date Filed: 11/28/ 1988

In:	T08S R21E S08	NENE	SENE	NESE	SESE
	S09	NWNW	SWNW	NWSW	SWSW

318.0 ACRES TOTAL

The permit(s) will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42-203A, Idaho Code and/or the new public interest criteria of Sec. 42-203C, Idaho Code. Protests must be filed with the Director, Dept. of Water Resources, Statehouse Mail, Boise, Idaho 83720 on or before MARCH 11, 1991.

R. Keith Higginson, Director

Published 2/20/1991 & 2/27/1991

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APR 12 1991

MEMORANDUM

TO: FILE

FROM: TIM LUKE

RE: APP. NO.s 36-8400, 8401, 8402 & 8403/Trust Water Processing & Rule 4,5. Info

DATE: 1-31-91

These applications are trust water filings which have come up for sequential processing under the appropriate rules and statutes. The applicants returned a trust water questionnaires claiming development prior to 1984. These groundwater applications are supplemental filings and have been filed only to increase the rate of diversion of existing licensed rights. All land under the applications are covered by the existing licensed rights except for application no. 36-8400. This later filing does include an expansion of about 35 acres. I have reviewed a 1983 infrared photo and have found that this same acreage was irrigated in that year.

All four filings are considered trust water filings due to their priority dates. Since these are supplemental filings which serve only to increase recorded rates of diversions under existing rights, the acreage under the filings is not considered trust acreage. Also, since the development has long been in place, information required under Water Appropriation Rule 4,5,3. is not applicable in this case.

INTERPLEADED
APR 12 1991

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
TRUST WATER INFORMATION QUESTIONNAIRE

Application No. 36-8403

INSTRUCTIONS: IF YOU ARE NOT INTERESTED IN HAVING THE APPLICATION PROCESSED, PLEASE COMPLETE AND RETURN THE ENCLOSED WITHDRAWAL FORM.

IF YOU WISH TO HAVE THE APPLICATION PROCESSED, PLEASE ANSWER THE FOLLOWING QUESTIONS AS THOROUGHLY AS POSSIBLE. FAILURE TO RETURN EITHER THE WITHDRAWAL FORM OR QUESTIONNAIRE IS CAUSE FOR THE DEPARTMENT TO VOID THE APPLICATION.

1a. Are you the current owner of the land or place of use described under this application? Yes ✓ No____
b. If you are not the property owner, please descibe the arrangement enabling you to develop the proposed project.

_____

2a. Has the source of water listed on this application been used to irrigate any of the land described under this same application prior to October 1, 1984? Yes ✓ No____
b. If yes, please describe the extent of development and number of acres irrigated. (Note: Uses developed after October, 1984 are considered trust water diversions and may be subject to certain conditions. You may be asked to verify uses established prior to October, 1984.)
All 318 acres are licensed, but flow rate was increased in 1980.

3. If you answered NO to ques #2a, please state the number of acres you have irrigated with this source after October 1, 1984. _____

4. If you have not irrigated lands under this application, please state the number of acres you plan to complete. _____

5. If the permit is a supplemental filing please identify other water rights which are used on the same land.
36-2339

Use the reverse side of this form if you wish to add any comments. You may mark changes on the enclosed application to designate any proposed amendments. (Note: Proposed changes which result in an expansion of use will not be considered by the department.)

I hereby assert that the responses provided above are true to the best of my knowledge. I understand that any willful misrepresentations may result in voiding of the application.

Applicant H. J. Farms Inc. Date 1-28-91
Harold J. Seeley

MICROFILMED

APR 12 1991

II 1661

CONDITIONAL SALE SECURITY AGREEMENT

(Miscellaneous)

(Please Print)

FIGURE INTEREST FROM 5-1-70

no 1

PAID APR 11 1975 HEAD OFFICE The Idaho First National Bank BOISE, IDAHO

Sold to (Name) H & S Farms, Inc. Date April 15, 1970

Street, Route or Box Number c/o Harold J. Seeley Route 1 City Heyburn County Minidoka State Idaho

QUANTITY	NEW OR USED	MAKE	MODEL	SERIAL NUMBER	DESCRIPTION OF ARTICLES	CASH PRICE
1	N	100 HP Peerless Pump w/Panel				
1	N	12" Check Valve				
10	N	3" x 1280' Solid Set Laterals, complete				
40	N	3" x 20' with Solid Set Couplers & sprinklers				
5	N	3" x 1300' Ames Hand Move Laterals, complete				
165	N	#30EF Rainbird Sprinklers w/ 8/64 nozzle				
330	N	1" x 28" Risers				
1600	N	7/64 Brass nozzles for Rainbirds				

Buyer (meaning all of the undersigned jointly and severally) hereby buys from Seller on the terms and conditions set forth herein and on the reverse side hereof, and acknowledges delivery, examination and acceptance of the property described above in its present condition, for the time sale price as set forth in item 8 shown herein; payable at

THE IDAHO FIRST NATIONAL BANK

in Boise, Idaho

in five (5) installments of $ 3,231.02

commencing April 15, 19 71 and a like amount on the same date of each month thereafter, or as indicated in the schedule of installments listed below.

In addition to payment schedule above, there is a Balloon Payment due _____, 19 ____

in the amount of _____

In addition to the above payments, interest from date at the rate of _____ per centum per annum shall be paid on the indicated payment dates upon the balances remaining from time to time unpaid.

1. Cash Price ..... $ 15,310.00
2. Less Cash Down Payment ..... $ 3,062.00
   Trade In ..... $ _____
   Total Down Payment ..... $ 3,062.00
3. Unpaid Balance of Cash Price ..... $ 12,248.00
4. Other Charges
   Insurance: Life ..... $ _____
   H & A ..... $ _____
   Phys. Damage ..... $ _____
   Official Fees ..... $ _____
   $ _____
5. Amount Financed ..... $ 12,248.00
6. FINANCE CHARGE ..... $ 3,907.10
7. Deferred Payment Price (1 plus 4 plus 6) $ 19,217.10
8. Total of Payments ..... $ 16,155.10
9. ANNUAL PERCENTAGE RATE ..... 10 %

OBLIGATION TO MAKE PAYMENTS. All payments shall be made at the office of Seller, or if this Security Agreement is assigned, then at such office as the assignee shall designate in writing to Buyer. Installments remaining unpaid when due shall thereafter bear interest at the highest lawful rate, together with reasonable collection costs.

PERFECTION OF SECURITY INTEREST. The Buyer agrees to execute and file financing statements and do whatever may be necessary under applicable law to perfect and continue the Seller's interest in the Goods, all at Buyer's expense.

SALE PROHIBITED. Buyer will not sell or offer to sell or otherwise transfer the Goods or any interest therein without the written consent of Seller.

INSURANCE. Buyer will keep the goods continuously insured by an insurer approved by Seller against fire, theft and other hazards designated at any time by Seller, in an amount equal to the full insurable value thereof or to all sums secured hereby, with such form of loss payable clause as designated by and in favor of Seller, and will deliver the policies and receipts showing payment of premiums to the Seller. In the event of loss, Seller shall have full power to collect any and all insurance upon the Goods and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the property. Seller shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

LATE CHARGE. In the event that a monthly installment becomes 16 days or more past due, the makers agree to pay the holders a late charge in the amount of 4% of the monthly installment, provided that each late charge shall not exceed the sum of $4.00 for each past due installment.

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

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

WAIVER OF WARRANTIES. The Buyer has made an independent investigation of the purchased property and has relied solely upon his own investigation with reference thereto in entering into this Security Agreement, and has placed no reliance nor acted upon any representations or warranties upon the part of the Seller or Seller's agent not specifically set forth herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Manufacturer's warranties are theirs not Seller's.

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

NOTICE TO BUYER. You are entitled to a copy of the Security Agreement you sign. You have the right to pay in advance the unpaid balance of this agreement and obtain a refund of the finance charge based on the Rule of 78's, except _____

INSURANCE AGREEMENT. The purchase of credit insurance is voluntary and not required for credit.

Credit Life Insurance at a cost of $ _____. Credit Life & Accident and Health Insurance at a cost of $ _____ for the term of the contract.

I (do) (do not) desire credit insurance. I (do) (do not) desire (Physical Damage) (VSI) insurance at a cost of $ _____

Dated _____, 19 ____ Signed _____

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

CONDITIONAL SALE SECURITY AGREEMENT

(Miscellaneous)

(Please Print) 8465

NO H

FIGURE INTEREST FROM 6/2/69

Sold to (Name) H & S Farms, Inc. Date May 15, 19 69

Street, Route or Box Number 645 Fifth Street City Rupert County Minidoka State Idaho

QUANTITY	NEW OR USED	MAKE	MODEL	SERIAL NUMBER	DESCRIPTION OF ARTICLES	CASH PRICE
20	N	3" x 1320' Ames Hand Move Laterals, complete				
1		75 HP Peerless Booster Pump w/Panel				
1		10" Check Valve				

Sec 9 R 21 E Twn 8 S

Buyer (meaning all of the undersigned jointly and severally) hereby buys from Seller on the terms and conditions set forth herein and on the reverse side hereof, and acknowledges delivery, examination and acceptance of the property described above in its present condition, for the time sale price as set forth in item 8 shown herein; payable at

THE IDAHO FIRST NATIONAL BANK

in Boise, Idaho

in seven (7) installments of $ 2,126.00

commencing May 15, 1970, and a like amount on the same date of each year thereafter, or as indicated in the schedule of installments listed below.

In addition to the above payments, interest from date at the rate of 9 per centum per annum shall be paid on the indicated payment dates upon the balances remaining from time to time unpaid (Insert "none" if item 7 is used).

CASH PRICE	$18,607.00
SALES TAX	None
TOTAL CASH PRICE	$18,607.00
1. Total Cash Price	$18,607.00
2. Trade In (Describe)	
A. Trade In Allowance $	
B. Cash Payment by Buyer $3,725.00	
C. Total Down Payment	$ 3,725.00
3. Unpaid Cash Price (Line 1 minus Line 2C)	$14,882.00
4. Insur., H&L (on reverse) Life $	
H&A $	$
5. Official Fees	$
6. Total Base Time Price (Add lines 3, 4 and 5)	$14,882.00
7. Time Price Differential	$
8. Total Time Price Balance (Add lines 6 and 7)	$

PAID MAY 14 1976 HEAD OFFICE The Idaho First National Bank BOISE, IDAHO

OBLIGATION TO MAKE PAYMENTS. All payments shall be made at the office of Seller, or if this Security Agreement is assigned, then at such office as the assignee shall designate in writing to Buyer. Instalments remaining unpaid when due shall thereafter bear interest at the highest lawful rate, together with reasonable collection costs.

PERFECTION OF SECURITY INTEREST. The Buyer agrees to execute and file financing statements and do whatever may be necessary under applicable law to perfect and continue the Seller's interest in the Goods, all at Buyer's expense.

SALE PROHIBITED. Buyer will not sell or offer to sell or otherwise transfer the Goods or any interest therein without the written consent of Seller.

INSURANCE. Buyer will keep the goods continuously insured by an insurer approved by Seller against fire, theft and other hazards designated at any time by Seller, in an amount equal to the full insurable value thereof or to all sums secured hereby, with such form of loss payable clause as designated by and in favor of Seller, and will deliver the policies and receipts showing payment of premiums to the Seller. In the event of loss, Seller shall have full power to collect any and all insurance upon the Goods and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the property. Seller shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

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

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

WAIVER OF WARRANTIES. The Buyer has made an independent investigation of the purchased property and has relied solely upon his own investigation with reference thereto in entering into this Security Agreement, and has placed no reliance nor acted upon any representations or warranties upon the part of Seller or Seller's agent not specifically set forth herein. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Manufacturer's warranties are theirs not Seller's.

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

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

APR 12 1971

Signed and delivered on the day and year first above written.

Seller G. T. NEWCOMB, INC.

By G. T. Newcomb President

Address P. O. Box 216, Ketchum, Idaho

The undersigned acknowledges receipt of a copy of the agreement.

H & S FARMS, INC.

Ben K. Humphreys

CONDITIONAL SALE SECURITY AGREEMENT

(Miscellaneous)

(Please Print)

FIGURE INTEREST FROM 6/3/69

Sold to (Name) H & S Farms, Inc. 8464 Date May 15 1969

Street, Route or Box Number 645 Fifth Street City Rupert County Minidoka State Idaho

QUANTITY	NEW OR USED	MAKE	MODEL	SERIAL NUMBER	DESCRIPTION OF ARTICLES	CASH PRICE
2100'	N	10" x .064 Aluminum Mainline w/valves every 50'				
500'		8" x .064 Aluminum Mainline w/valves every 50'				
1		10" x 8" Reducer				
1		8" End Plug				
1		10" Check Valve				
1		100 HP Peerless Pump, w/Panel				
52		3" x 1280' Solid Set Laterals, complete				
52		3" End Plugs, extra				
26		3" x 3" x 4" Valve Opening Tees, extra				
1		10" x 10" x 10" Mainline Wye				

Sec 16 Twp 9S R 21E

Buyer (meaning all of the undersigned jointly and severally) hereby buys from Seller on the terms and conditions set forth herein and on the reverse side hereof, and acknowledges delivery, examination and acceptance of the property described above in its present condition, for the time sale price as set forth in item 8 shown herein; payable at

THE IDAHO FIRST NATIONAL BANK

in Boise, Idaho

in seven (7) installments of $ 4,548.95

commencing May 15, 1970, and a like amount on the same date of each month thereafter, or as indicated in the schedule of installments listed below.

In addition to the above payments, interest from date at the rate of 9 per centum per annum shall be paid on the indicated payment dates upon the balances remaining from time to time unpaid (Insert "none" if item 7 is used).

CASH PRICE		$39,803.26
SALES TAX		None
TOTAL CASH PRICE		$39,803.26
1. Total Cash Price		$39,803.26
2. Trade In (Describe)		
A. Trade In Allowance	$	
B. Cash Payment by Buyer	$ 7,960.61	
C. Total Down Payment		$ 7,960.61
3. Unpaid Cash Price (Line 1 minus Line 2C)		$31,842.65
4. Insurance (on reverse) Life	$	
H&A	$	$
5. Other Charges		$
6. Total Base Time Price (Add lines 3, 4 and 5)		$31,842.65
7. Time Price Differential		$
8. Total Time Price Balance (Add lines 6 and 7)		$

PAID MAY 14 1976 HEAD OFFICE The Idaho First National Bank BOISE, IDAHO

OBLIGATION TO MAKE PAYMENTS. All payments shall be made at the office of Seller, or if this Security Agreement is assigned, then at such office as the assignee shall designate in writing to Buyer. Instalments remaining unpaid when due shall thereafter bear interest at the highest lawful rate, together with reasonable collection costs.

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SALE PROHIBITED. Buyer will not sell or offer to sell or otherwise transfer the Goods or any interest therein without the written consent of Seller.

INSURANCE. Buyer will keep the goods continuously insured by an insurer approved by Seller against fire, theft and other hazards designated at any time by Seller, in an amount equal to the full insurable value thereof or to all sums secured hereby, with such form of loss payable clause as designated by and in favor of Seller, and will deliver the policies and receipts showing payment of premiums to the Seller. In the event of loss, Seller shall have full power to collect any and all insurance upon the Goods and to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the property. Seller shall have no liability whatsoever for any loss that may occur by reason of the omission or lack of coverage of any such insurance.

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

Signed and delivered on the day and year first above written.

Seller G. T. NEWCOMB, INC.

By G. T. Newcomb President

Address P. O. Box 216, Ketchum, Idaho

The undersigned acknowledges receipt of a copy of the agreement.

H & S FARMS, INC.

Ben K. Humphreys

[illegible]

PLACE OF USE 1/4 1/4 OVERLAP REPORT

01/31/91

WR-NUMBER	NAME	STG	SOURCE	T	R	S	NE NE	NE NW	NE SW	NE SE	NW NE	NW NW	NW SW	NW SE	SW NE	SW NW	SW SW	SW SE	SE NE	SE NW	SE SW	SE SE	SUM
3608403																							
3602339	HUMPHREY	L	GROUNDWATER	08S	21E	8	40			40									40			38	158
3608403	H & S FARMS INC.	A	GROUNDWATER	08S	21E	8	40			40									40			38	158
	1986 MAPPING DATA ---	-	COUNTY 53 QUAD BB 26	08S	21E	8	38	4	6	40									39	4	2	30	163
3608403																							
3602339	HUMPHREY	L	GROUNDWATER	08S	21E	9						40	40			40	40						160
3602346	TINY & SONS CONSTRUCTI	L	GROUNDWATER	08S	21E	9									38	39			28	39	22	40	206
3602347	ROMANS	L	GROUNDWATER	08S	21E	9					37												37
3602389	WOLTERS	L	GROUNDWATER	08S	21E	9			40	38				40									118
3602451	WOLTERS	L	GROUNDWATER	08S	21E	9			25	4				29									58
3607978	HIDDEN HILL WATER CO.	A	GROUNDWATER	08S	21E	9	40	40															80
3607978A	HIDDEN HILL WATER CO.	A	GROUNDWATER	08S	21E	9	40	40															80
3608403	H & S FARMS INC.	A	GROUNDWATER	08S	21E	9						40	40			40	40						160
	1986 MAPPING DATA ---	-	COUNTY 53 QUAD BB 27	08S	21E	9			9	6	36	40	42	16	41	38	27	40	39	40	40	40	454

App No. 36-8403 raises rate of Diversion only,
- lands covered by existing license.

RECEIVED
APR 12 1991

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 -(208) 327-7900

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

January 7, 1991

RE: APPLICATION FOR PERMIT NO. 36-8403

Dear APPLICANT:

Due to the Swan Falls litigation, Department approval of the enclosed application may have been delayed. The Department is presently reviewing your application and may authorize the proposed development.

The purpose of this letter is to determine: (1) if you are still interested in developing the project, and (2) the extent of development, if any, that has already occurred under the application. Enclosed are two forms requesting information which will help the Department expedite the processing of the application.

1. If you have abandoned or have no interest in continuing with your plans for development of the project, please complete the enclosed withdrawal form and return it to the Department. If you request a withdrawal of the application and the application was not previously advertised, the department will refund your original filing fee.

2. If you wish to continue with your proposed development plans, or have completed all or a portion of the proposed development before October 1, 1984, then you must complete and return the enclosed questionnaire. You may use the questionnaire and enclosed application to make any comments &/or amendments concerning the application. Your completion of the questionnaire will expedite processing and help the department determine if the water diverted under the application is public water or trust water. Approved trust water applications may be subject to additional conditions.

Failure to return either of the above forms within thirty (30) days of the date of this letter is cause for the Department to void the application.

Please be further advised that if any undeveloped portion of your proposed project is greater than 200 acres, or if the application proposes diversion of more than 5.0 cfs, the department will issue a notice requesting additional information as required by Water Appropriation Rule 4,5. (copy enclosed). In particular, rules 4,5,3. through 4,5,3,5. apply to your project if it is more than 200 acres. If necessary, the rule 4,5. information notice will be sent to you after you return the questionnaire.

MICROFILMED
APR 12 1991

If you have questions concerning the content of this letter or about completing the forms, please contact Tim Luke at the address below or by calling directly at 327-7864. The enclosed forms and all other relative information must be returned within thirty (30) days to:

Idaho Department of Water Resources
Statehouse Mail
Boise, Idaho 83720-9000
Attn: Tim Luke

Please note that a copy of your application is enclosed. The application number is also shown on the enclosed questionnaire.

Sincerely,

Tim Luke

TIM LUKE
Sr. Water Resource Spec.

Enclosures

MICROFILMED
APR 12 1991

08-Mar-1989

H & S Farms, Inc.
3434 A E. 4000 N.
Kimberly, ID 83341

Re: Application for permit No. 36-08400, 36-08401, 36-08402, 36-08403

Dear Applicant (s):

The Department of Water Resources acknowledges receipt of your water right application for permit. The application has been assigned the above referenced identification number. Please refer to this number in all further correspondence.

Because your application proposes to appropriate water which has been identified as "trust water" in the Swan Falls agreement, it will be processed under rules and regulations for water appropriation that have been adopted as required by law.

Under the rules, applications will be processed at a rate which allows development of 20,000 acres per year. The oldest applications will be processed first, provided that applicants are willing and able to proceed.

For this reason, it is not possible to estimate at this time when action will be taken on your application.

Please feel free to contact this office if you have any questions regarding this procedure. Please submit list of corporate officers.

Very truly yours,

James E. Stanton
Sr. Water Resource Agent

JS:MB

APR 12 1991