

AFFIDAVIT OF PUBLICATION

State of Idaho, }
County of Gooding } SS.

Robert Thompson, being first duly sworn, deposes and says that he is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho, that said newspaper has been continuously and uninterruptedly 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 24 day of April,

19 75, and the date of the last publication was on the 1

day of May, 19 75.

Robert Thompson

Subscribed and sworn to before me this 19

day of May, 19 75.
(SEAL)

Gordon H. Hines
NOTARY PUBLIC

GOODING COUNTY LEADER

Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice 32 32

Number of Insertions 2 2

Lines tabular at 315c

32 Lines straight at 3.2 21c 6.72

32 Subsequent lines at 3.2 15c 4.80

TOTAL COST 11.52

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Wes and/or Myriel Trounson Route 2, Wendell, Idaho has on 4-16-75 submitted Application No. 36-7538 for a permit to appropriate 30. cubic feet per second of water from Briggs Springs by means of ditches and pipe to hatchery facilities, and power plant within the NE $\frac{1}{4}$ -SW $\frac{1}{4}$, Sec. 3, T 9S, R 14E, B.M. Gooding County; NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 3, Twp. 9S, Rge. 14E, B.M. to be used from January 1-December 31 (Fish Propagation and Power) within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 3; Gov't. Lot 13 (NE $\frac{1}{4}$ SE $\frac{1}{4}$) Sec. 4, T 9S, R 14E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho, 83301 on or before May 12, 1975.

R. KEITH HIGGINSON
Director

Pub: 4-24; 5-1.

*o.k.c.
5-20-75*

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MAY 20 1975

Department of Water Resources
Southern District Office

PUBLICATION RATES

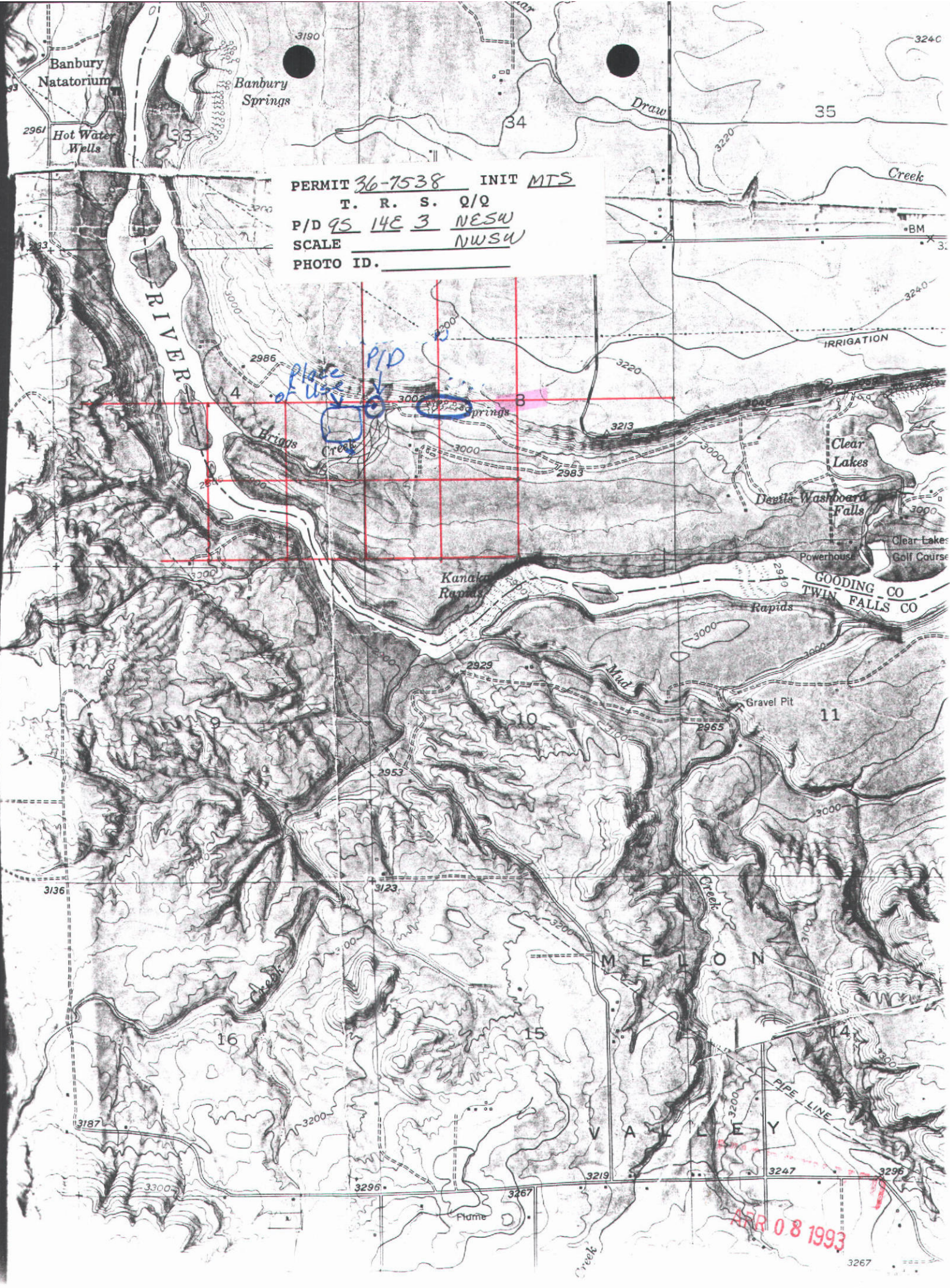
(Idaho Code, Rev. Statutes 1971)

7 pt. per line, straight	21c
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whiz #6685

No 453

MICROFILMED



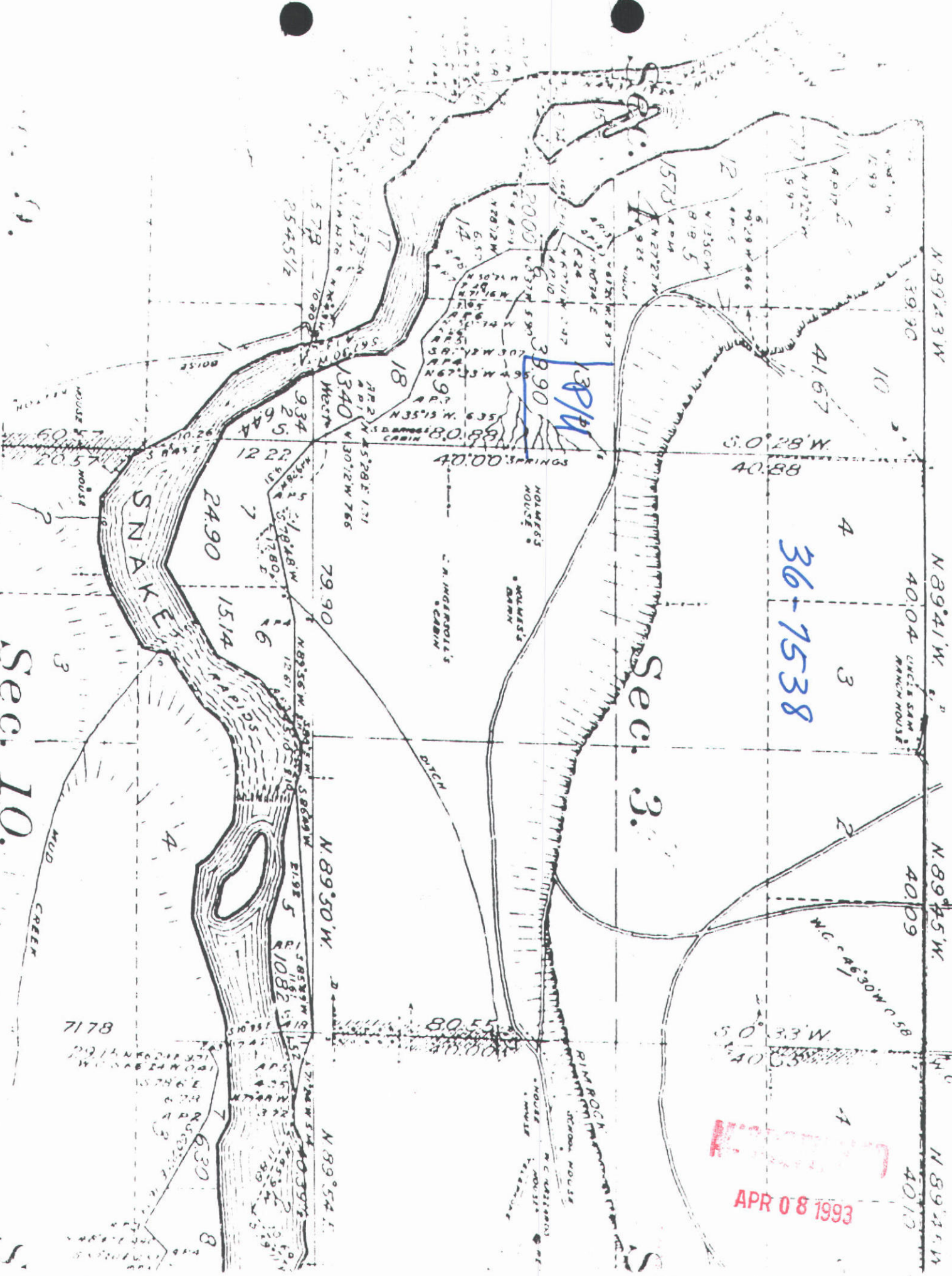
PERMIT 36-7538 INIT MTS
T. R. S. Q/Q
P/D 95 14E 3 NESW
SCALE NWSW
PHOTO ID. _____

SER 0.8 1993

Sec. 10.

Sec. 3.

36-7538



36-7538



#1
Looking toward
Briggs Springs
from bridge $\frac{1}{4}$
mile below first
spring.



#2.
Diversion works
in main canal to
deliver water to
fish ponds.

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36-7538



#3

Diversiow ditch
looking upstream
From 1st set
of ponds.



#4.

Headrace at 1st
set of ponds.
Measurements
were taken at
weirs shown in
photo.

UNRECORDED

APR 08 1993

36-7538



#5.

Ditch from 1st set
of ponds to 2nd
set of ponds.



#6.

2nd set of 12
concrete ponds.

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APR 08 1993

36-7538



#7.

Tailrace at the
end of 2nd set
of ponds.



#8.

Ditch From 2nd
set of ponds to
the dirt ponds.

APR 08 1993

36-7538



#9.

Dirt Fish ponds
looking from the
headworks toward
the settling pond.



#10.

One of two ditches
from the dirt ponds
to the settling pond.

APR 08 1993

APR 08 1993

36-7538



#11.

Settling pond.

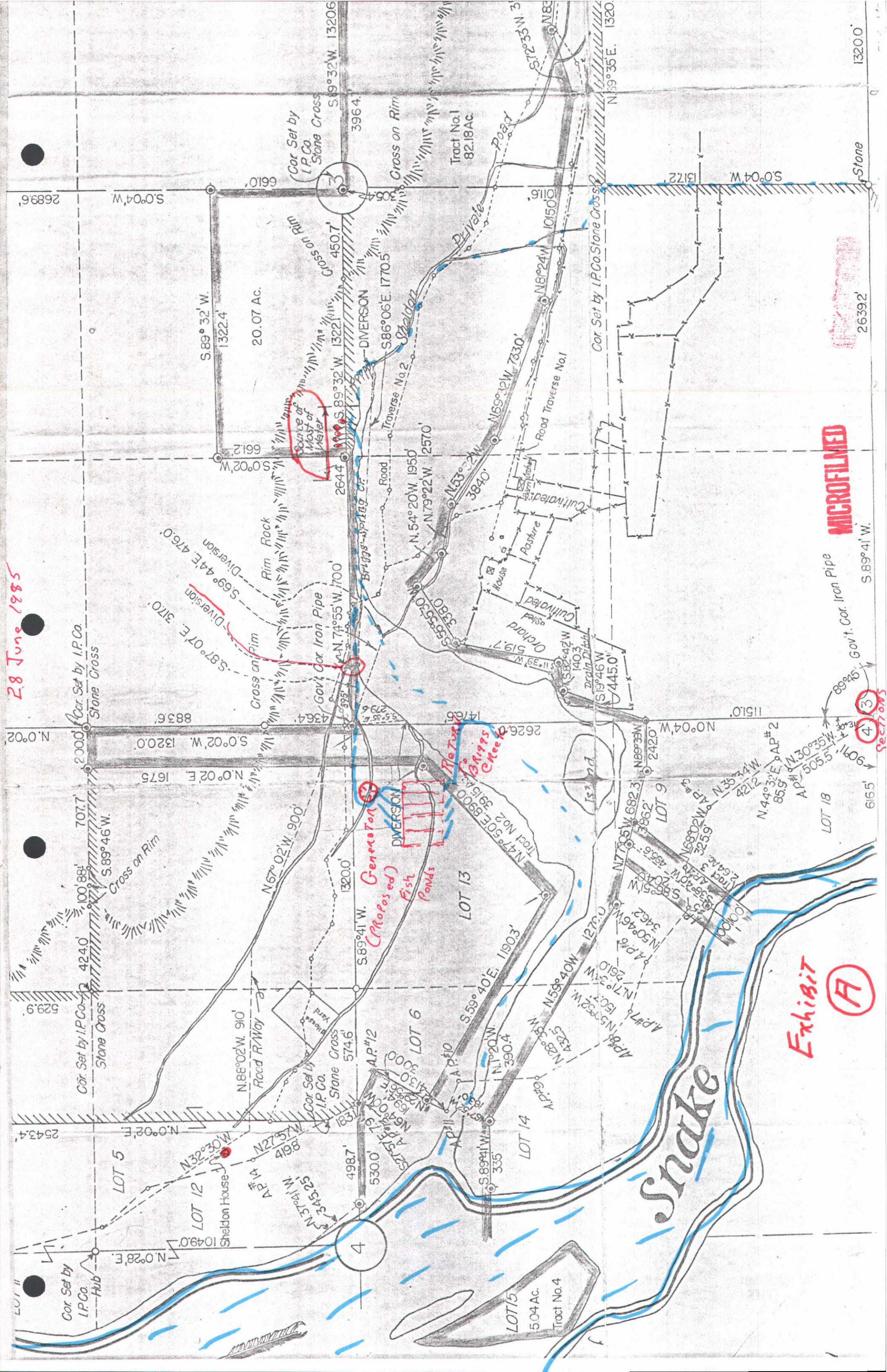


#12.

Ditch from
settling pond to
the creek and
Snake River.

ARCHIVED
APR 08 1993

28 June 1985



Exhibit

A

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Gov't. Cor. Iron Pipe

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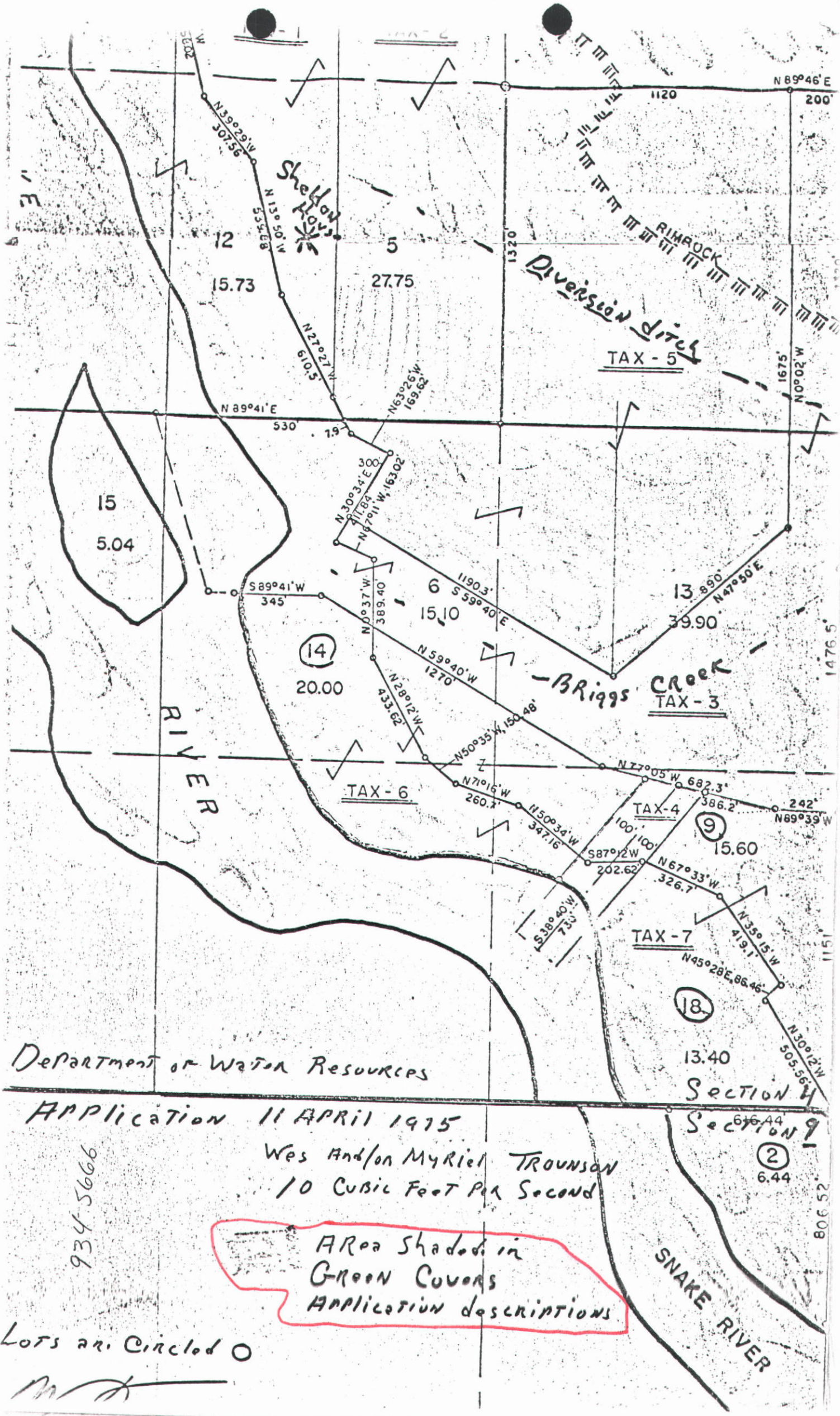
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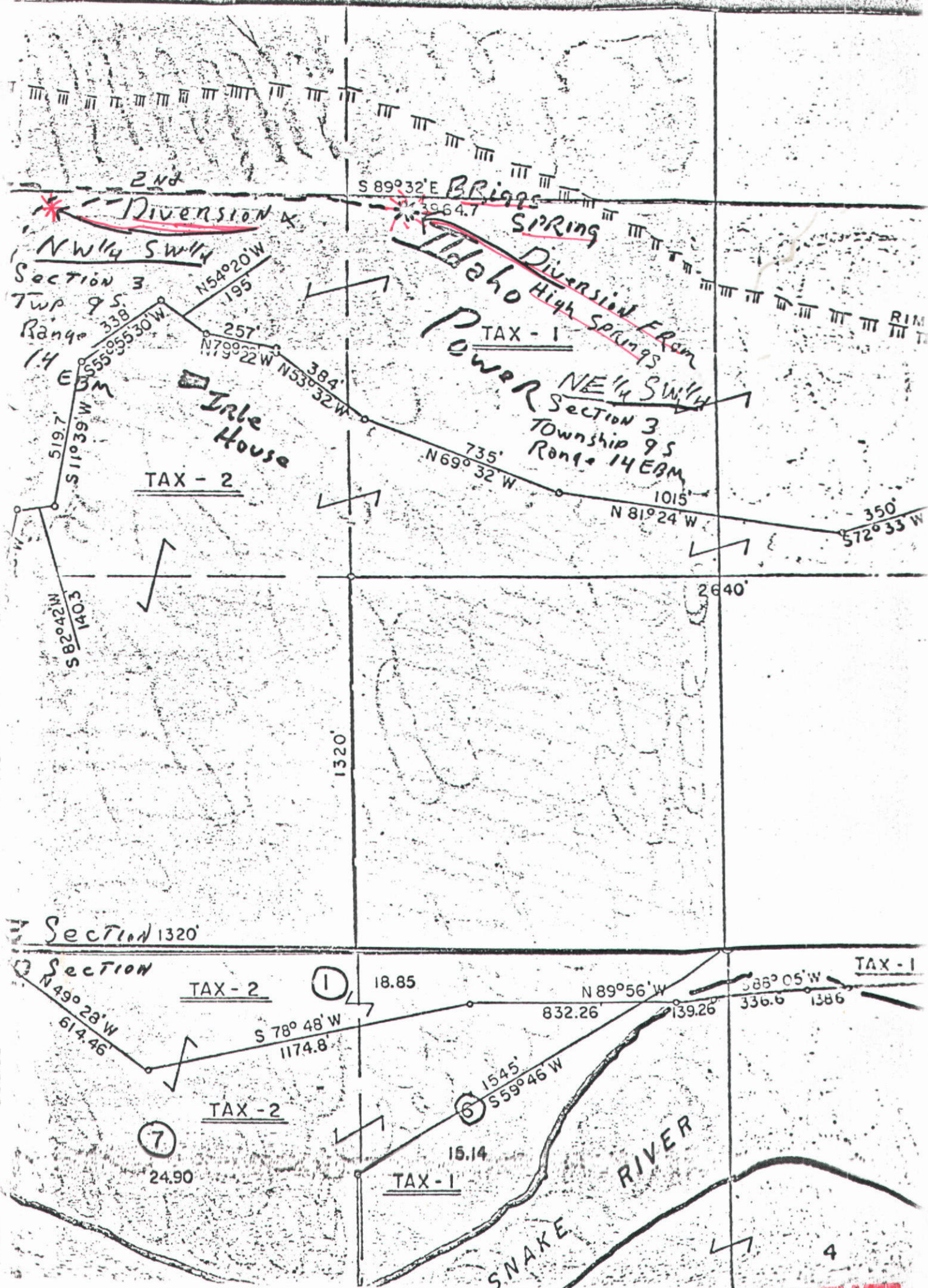
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COPY

HEPWORTH, NUNGESTER & FELTON
133 Shoshone Street North
Post Office Box 389
Twin Falls, Idaho 83301
Tel. No. 208-734-7510
Attorneys for Plaintiffs

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR GOODING COUNTY

* * * * *

WES TROUNSON as Personal	)	Case No. _____
Representative of the Estate of	)	
MYRIEL TROUNSON, deceased, and	)	
WILLIARD SHELDON, HOWARD	)	
SHELDON, and GEORGE SHELDON,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	COMPLAINT
	)	
AQUA LIFE INC., an Idaho	)	
corporation, and KENNETH S.	)	
ELLIS,	)	
	)	
Defendants.	)	

* * * * *

COME NOW the plaintiffs named above and for cause of
action against the defendants complain and allege as follows:

COUNT ONE

I.

That plaintiff WES TROUNSON is the duly appointed
personal representative of the estate of MYRIEL TROUNSON, deceased.
Said plaintiff is a resident of Gooding County, Idaho.

II.

That plaintiff WILLIARD SHELDON is a resident of the



FORM No. 730
Copyright 1947
Stevens-Near Low Publishing Co.
Portland, Oregon

RECEIPT AND AGREEMENT TO PURCHASE

RECEIVED FROM Hagerman Idaho May 26 1979
Agua Life Inc., by Kenneth S. Ellis, President
(hereinafter referred to as Purchaser)
the sum of six thousand and no/100 (\$ 6,000.00) Dollars as a deposit and earnest money in
part payment of the purchase price of the following described real property situated in _____ County of Gooding
State of Idaho, to wit: One-quarter interest in Sheldon Estate as shown by attached map. Portion to be
purchased shown in green, together with an assignment of an approved water filings #36-7537 &
16-7538 and an assignment of 1/2 interest in the Kester lease also attached hereto. It is
specifically understood that the \$6,000. will be disbursed upon receipt of a valid water
assignment as mentioned above. Assignment of lease subject to approval of all parties, sale the
same. Hall & Eckersdill to be paid by buyer. Legal and survey by buyer.
The following items are to be left upon the premises as part of the property purchased: All irrigation fixtures and equipment, plumbing and heating fixtures and equipment
(including stoves and oil tanks but excluding fire place fixtures and equipment), water heaters, electric light fixtures, light bulbs and fluorescent lamps, bathroom fixtures, venetian
blinds, window and door screens, storm doors and windows, attached linealms, attached television antenna, oil shrubs and trees and all fixtures except
none
The following personal property is also included as a part of the property to be offered for sale for said price:
none
It is hereby agreed that the total purchase price is the sum of one hundred seventy thousand and no/100
170,000.00 Dollars payable as follows: The sum of six thousand and no/100
6,000.00 Dollars hereinabove receipted for and the balance of the purchase price in the sum of one hundred sixty four
thousand and no/100 (\$ 164,000.00) Dollars to be paid as follows: (If on contract, state terms generally, and if escrow, also
name of escrow holder) Escrow at Idaho 1st Nat'l. Bank, Wendell. Escrow set-up charges shared equally.
\$43,000 on closing. Balance on 10 year amortized contract with interest at 10%.

It is further agreed: 1. Seller shall at his expense furnish Purchaser an Abstract of Title continued to a date subsequent hereto showing merchantable title to the above
described property vested in Seller, or in lieu thereof, at Seller's option, a title insurance policy insuring title thereto vested in Seller, free and clear of all liens and encumbrances,
except pending probate proceedings.

It is further agreed that the broker assumes no responsibility in regard to the title and broker recommends that Purchaser have the Abstract of Title or title insurance policy
examined by an attorney.

2. The real property is to be conveyed by warranty deed conveying 1/2 interest in estate as probate allows
and the personal property by Bill of Sale, free and clear of all encumbrances except building and zoning ordinances and regulations, building and use restrictions, rights of way
and easements, reservations in Federal patents and State deeds and those enumerated in Section 1 above.

3. Sellers shall pay all of the taxes and assessments to Jan. 1, 1980 and Purchaser shall pay all taxes and assessments
thereafter. Rents, insurance and interest on mortgage or contract indebtedness shall be prorated to XXXXXX May 15, 1979
Encumbrances to be discharged by Seller may at his option be paid out of the purchase money at the date of closing.

4. If Seller does not approve this sale within 15 days hereafter, or if Seller's title is not merchantable or insurable and cannot be made so within a reasonable time
after written notice containing statement of defects is delivered to Seller, then said earnest money herein receipted for shall be returned to the Purchaser on demand and all rights of
Purchaser terminated unless Purchaser waives said defects and elects to purchase; but if said sale is approved by the Seller and Seller's said title is merchantable or insurable and
Purchaser neglects or refuses to complete the purchase or shall fail to pay the balance of the purchase price as hereinabove provided, then said earnest money shall be forfeited
to the Seller as liquidated damages and not as a penalty and this Agreement thereupon shall be of no further force or effect or the Seller may demand the enforcement of the specific
provisions of this Agreement.

5. In the event the improvements on said property should be destroyed or materially damaged between the date hereof and consummation or settlement of this purchase, this
Agreement shall, at the option of the Purchaser, immediately become null and void, and said earnest money deposit shall be returned to said Purchaser on demand.

6. Possession shall be delivered Purchaser on or before the 15th day of May 1979.

7. Purchaser enters into this Agreement in full reliance upon his independent investigation and judgment and there are no verbal or other agreements which modify or affect
this Agreement.

8. Time is of the essence of this Agreement. Purchaser's rights herein are not assignable without the written consent of the Seller.

Hagerman Realty Broker, By _____ Agents for Agua Life, Inc., Buyer-Seller.

I hereby agree to purchase the above described property and pay the price of one hundred seventy thousand and no/100
170,000.00 Dollars as set forth above and grant to said agent 15 days hereafter to secure Seller's acceptance hereof, during which period
my said offer shall not be subject to revocation.

Address Et. 3, Box 50, Buhl, Id. 83316
Phone 543-8244

Purchaser

For valuable consideration I/we agree to sell and convey to the Purchaser the above described property on the terms and conditions hereinabove stated and agree to pay to
the above named agent a commission of _____ Dollars for services rendered in this transaction. I/we acknowledge receipt of a copy of the earnest money receipt bearing my/our signature and that of the Purchaser named above.
In case the Purchaser fails to comply with any of the conditions of this Agreement, then one-half of the earnest money receipted for shall be retained by the broker, provided the
amount to the broker does not exceed the agreed upon commission due and the balance shall be paid to the undersigned.

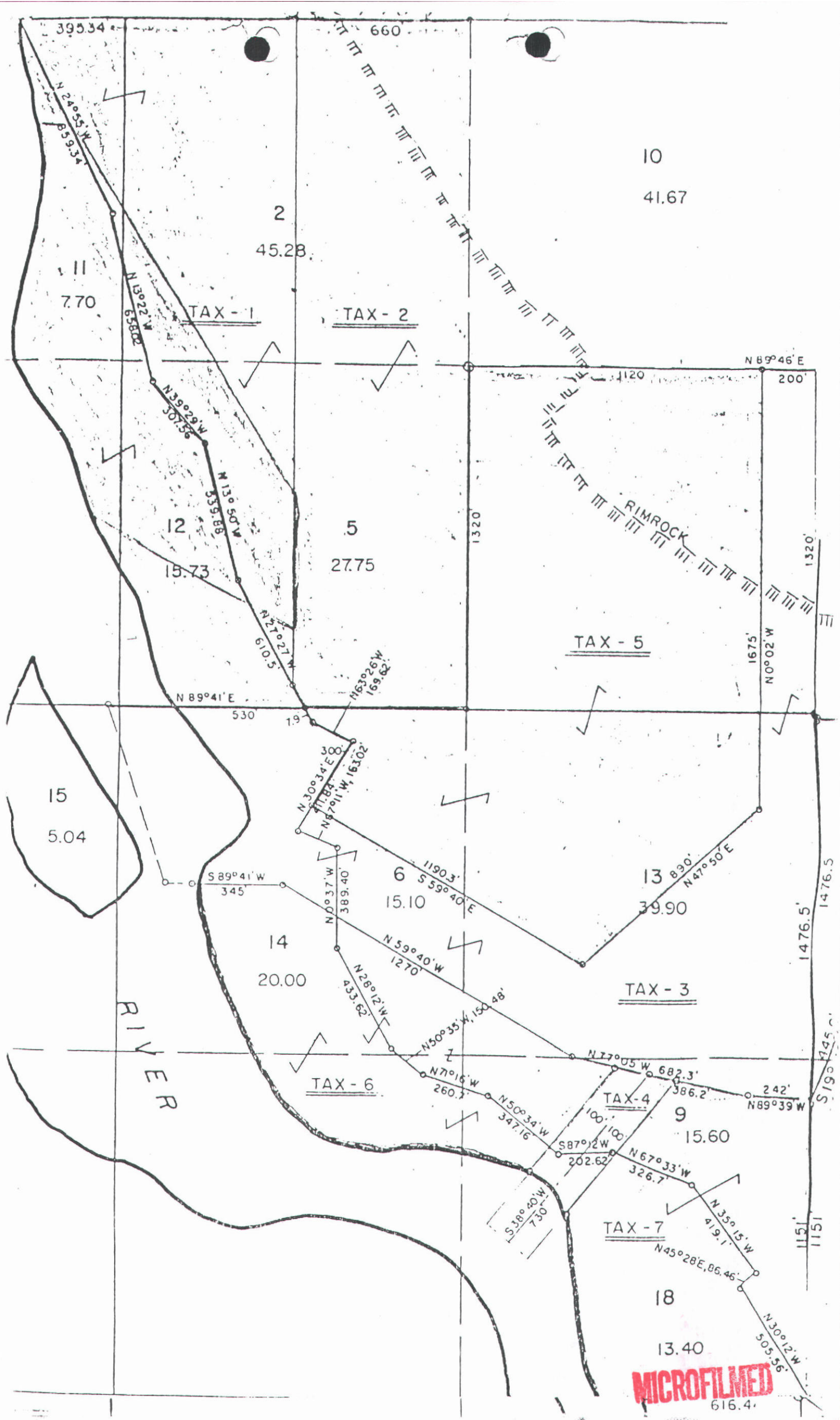
Dated this 2 day of JUNE 1979
Wes Trueman
PERSONAL REPRESENTATIVE - A.T. Ellis Seller

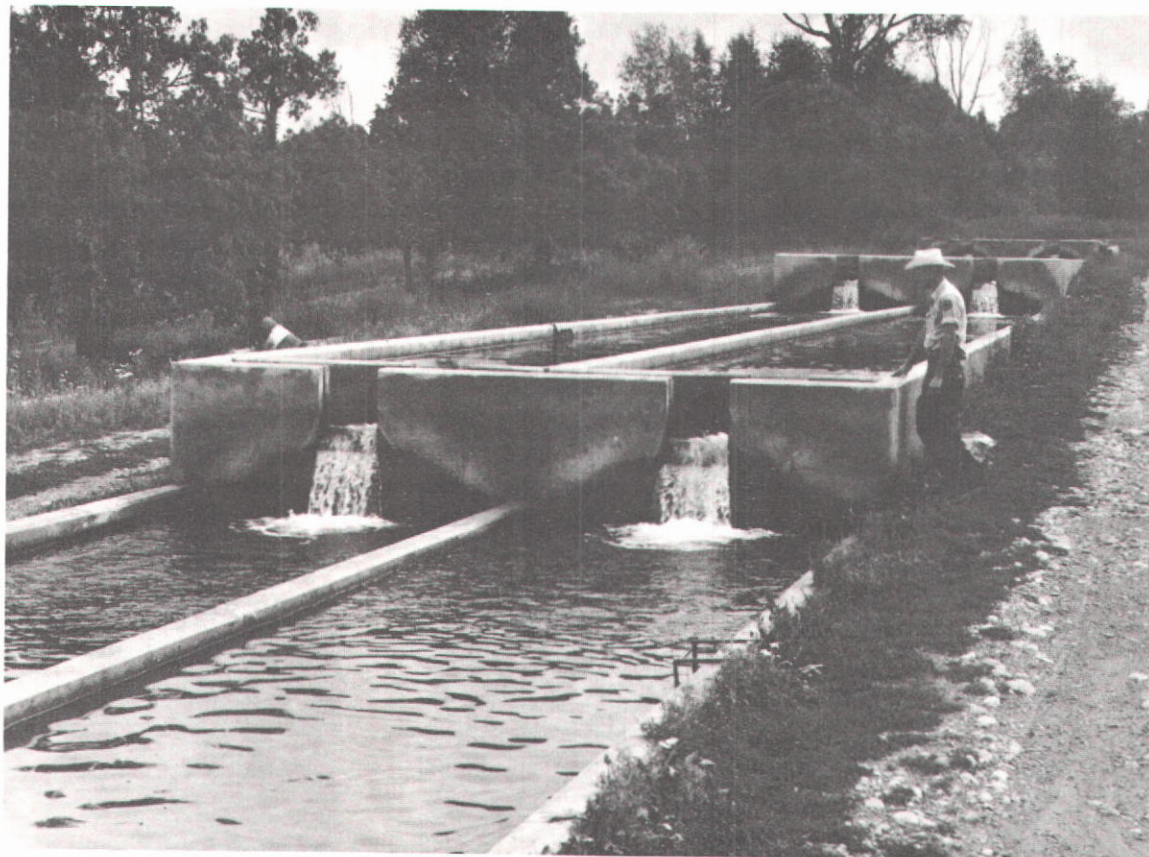
STATE OF IDAHO, _____ } ss.
County of Gooding
before me, John R. LeMayne, a Notary Public in and for said State, personally appeared
Wes Trueman and Kenneth S. Ellis

known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that _____ he _____ executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARIAL IF ANY BLANK SPACES ARE INSUFFICIENT, USE S-N No. 810
"HANDY PAD", TO BE SEPARATELY SIGNED BY BUYER AND
SELLER.
Notary Public for the State of Idaho, Residing at Hagerman, Idaho
PURCHASER'S COPY - WITH ALL SIGNATURES

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Exhibit # B
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Trout are raised efficiently to market size in raceways.

A Market For Your Fish

Marketing trout is highly competitive. If all your fish cannot be marketed locally, consider associating with other trout farmers in a cooperative marketing venture.

Who will buy your fish?

Is there a local demand for live trout for stocking fish-out ponds or private ponds?

Is there a local or regional market for fry or fingerlings?

Is there opportunity to contract for the production of fish or eggs with the state fish and game agency?

Is there a regional market for eyed eggs?

Are there local supermarkets, hotels and motels, or restaurants that might buy your fish?

Can contract arrangements be made with a local processing plant to handle your fish?

Will people come to your fish-out pond?

Do you like to deal with the public?

Cities and towns are an important source of customers. Are you within a reasonable driving distance of cities of 25,000 or more people?

Are you near heavily traveled tourist routes or major recreation areas?

What is the possibility of leasing your fish-out pond and other recreation facilities to an organized group?

Can you meet the competition from public fishing waters or other fish-out ponds in your area?

Are there good roads to your pond?

Is your pond in an attractive and natural setting?

Is your land adaptable to other kinds of outdoor recreation that would be profitable to develop?

Are you in an area where weather permits only seasonal operation?

Cost and Profit

To determine the cost of producing trout, first, figure the cost of permanent buildings and other facilities amortized for the estimated life of the structures at an appropriate interest rate. Then, add the annual expense of operating and maintaining the fishery.

The total is annual operating cost. This figure divided by pounds of fish that are raised gives cost-per-pound of producing trout.

Here is an example of estimated production costs figured by this method:

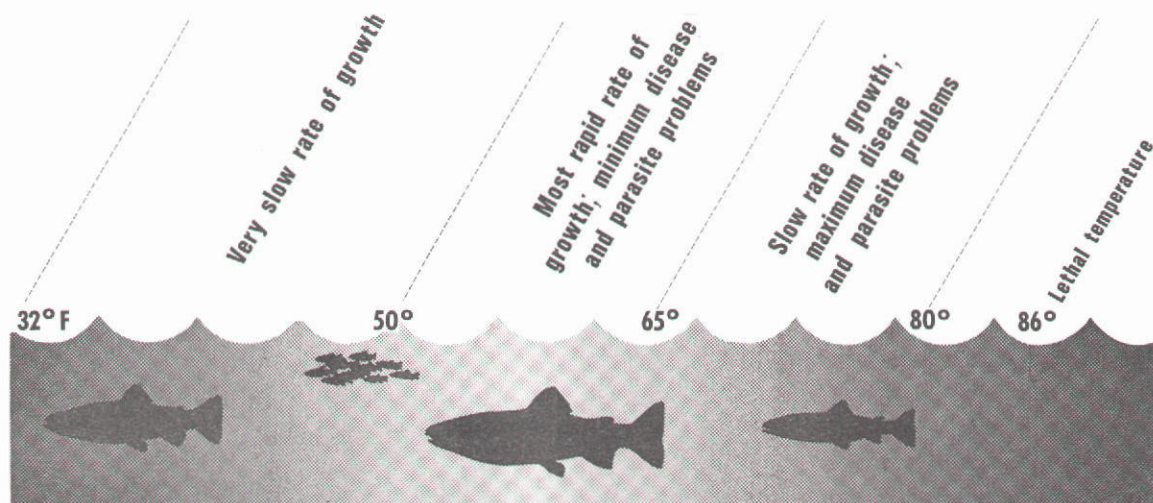
The estimated minimum cost of constructing a small hatchery and storage shed and three earthen raceways is \$3,600.

With a flow of 1 cfs (450 gpm) of good-quality water from a natural spring, the annual production capacity of this fishery would be about 30,000 10-inch trout weighing 10,000 pounds.

The \$3,600 initial cost, amortized over a 20-year period at 6 percent, gives an annual amortization cost of almost \$314. Add to this an estimated \$3,150 cost of eyed eggs, fish food, labor, insurance, taxes, license, advertising, utilities, and other annual operation and maintenance items.

Amortized initial cost	\$314.00
Annual operation and maintenance costs	3,150.00
Total estimated annual cost	\$3,464.00

Trout thrive and are most economically raised in water ranging from 50° to 65° F.



RECEIVED

OCT 09 2002

Department of Water Resources
Southern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

OCT 10 2002

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
36-2607					
36-2040					
36-7538					

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)

Piedmont Springs - 20 Gary Allen
277 N 6th Suite 200

4. New Owner/Claimant(s)

P.O. Box 2720, Boise, Idaho 83701

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

George & Phyllis Sheldon
2036 Braemar Road
Oakland, CA 94602

City, State and ZIP Code

New Telephone Number

510 531-9419

5. Date you acquired the property

March 21, 1994

*See file 36-02040 for
support documentation*

George & Phyllis Sheldon
P.O. Box 443
Boh. ID
83316

MICROFILMED

OCT 15 2002

208-543-6903

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

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

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

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

George M. Sheldon
Phyllis M. Sheldon

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

For Office Use Only

Received by *[Signature]* Date 10/9/02 Fee \$75
 Received by *[Signature]* Date 10/19/02 Receipt No. 8025262
 Processed by _____ AJ Date _____ WR _____ Date _____

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OCT 15 2002

WATER RIGHT SUMMARY

ACTION	RIGHT NO.	NAME	AMOUNT CFS
Original Application	36-7538	Wes Trounson Myriel Trounson	30.00
~~Full Assignment~~	~~36-7538~~	~~Aqua Life, Inc.~~	~~30.00~~
~~Full Assignment~~	~~36-7538~~	~~Wes Trounson~~	~~30.00~~
~~Full Assignment~~	~~36-7538~~	~~Mary Brush Crupper~~	~~30.00~~
~~Full Assignment~~	~~36-7538~~	~~Pristine Springs~~	~~30.00~~
Full Assignment	36-7538	Willard B. Sheldon Hedwig Sheldon Howard Sheldon Estate Louise Sheldon George Sheldon Phyllis Sheldon Richard H. Kaster Edith Kaster Pristine Springs	30.00

RECORDED

JAN 21 1992

MEMORANDUM

TO: FILES 36-07537 & 36-07538

FROM: PAM SKAGGS

RE: ASSIGNMENT OF PERMITS

DATE: 2-JAN-1992

=====

The assignment of permits from Pristine Springs Inc., as sole owner, to Pristine Springs Inc. and the individuals listed on the attached Exhibit A, will be accepted updating the database to show all as current owners of the water right.

In the event any action will be taken pertaining to this right, ALL PARTIES WILL HAVE EQUAL STANDING AS THE AUTHORIZED RIGHT HOLDERS OF RECORD and SIGNATURES MUST BE OBTAINED FROM ALL RIGHT HOLDERS or a legal representative appointed by all right holders.

MICROFILMED

JAN 21 1992

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 36-07538

Priority: June 9, 1975

Maximum Diversion Rate: 30.00 CFS
Maximum Diversion Volume: 21681.0 AF

This is to certify, that PRISTINE SPRINGS INC
PHYLLIS SHELDON
GEORGE SHELDON
LOUISE SHELDON
HOWARD SHELDON ESTATE
RICHARD H KASTER
HEDWIG SHELDON
WILLARD B SHELDON
EDITH KASTER

RT 1 BOX 1204
FILER ID 83328

has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated April 16, 1975; and
has submitted Proof of Beneficial Use on October 25, 1991. An examination indicates
that the works have a diversion capacity of 30.000 cfs of water from:

BRIGGS CREEK tributary to SNAKE RIVER

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

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
FISH PROPAGATION	01/01 to 12/31	30.00 CFS	21681.0 AF

LOCATION OF POINT(S) OF DIVERSION:
Injection Lot 13(NWSW , Sec. 3, Township 09S, Range 14E
NESE), Sec. 4, Township 09S, Range 14E
GOODING County

PLACE OF USE: FISH PROPAGATION
TWN RGE SEC

09S 14E 4 Lot 13(NESE)

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.

RECORDED

APR 08 1993

State of Idaho
Department of Water Resources

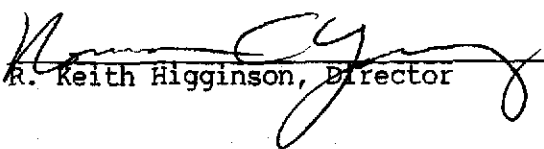
WATER RIGHT LICENSE

WATER RIGHT NO. 36-07538

CONDITIONS/REMARKS:

4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.
6. Return flow if discharged to a surface water system shall meet Idaho Water Quality Standards.
7. Use of water under this right is subject to policies set forth in the State of Idaho Water Plan, including Policy No. 5G.
8. Facility volume is 3.75 acre feet.
9. Point of injection is on Briggs Creek.

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 11th
day of JANUARY, 1993.

Acting for  R. Keith Higginson, Director

APR 08 1993

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF IDAHO

IN THE MATTER OF PERMIT NO. 36-07538)

IN THE NAME OF PRISTINE SPRINGS INC., AND)
WILLARD B., HEDWIG, LOUISE, GEORGE, AND)
PHYLLIS SHELDON, HOWARD SHELDON ESTATE,)
AND RICHARD H. AND EDITH KASTER)

ORDER OF
REINSTATEMENT

WHEREAS, the Department issued the above-captioned permit with the condition that proof of construction of works and application of water to beneficial use (proof of beneficial use) be submitted on or before September 1, 1991; and,

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

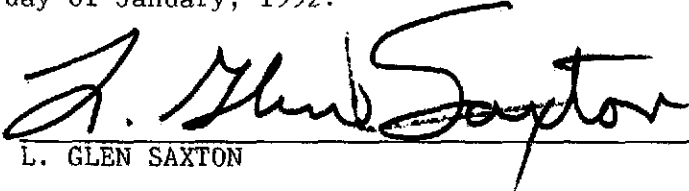
WHEREAS, on September 1, 1991, the permit lapsed for failure of the permit holder to submit proof of beneficial use; and,

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

WHEREAS, the permit holder has provided a reasonable showing why the permit should be reinstated by submitting proof of beneficial use on October 25, 1991;

IT IS, THEREFORE, HEREBY ORDERED that Permit No. 36-07538 be REINSTATED with an advance in priority to June 9, 1975.

Dated this 14 day of January, 1992.


L. GLEN SAXTON

RECEIVED

JAN 21 1992

PARSONS, SMITH, STONE & FLETCHER

WILLIAM A. PARSONS
RICHARD K. SMITH
RANDOLPH C. STONE
WM. KENT FLETCHER

ATTORNEYS AT LAW
137 WEST 13TH STREET
P. O. BOX 910
BURLEY, IDAHO 83318

TELEPHONE
(208) 678-8382
FAX NO.
(208) 678-0146

December 22, 1991

State of Idaho
Department of Water Resources
222 Shoshone Street East
Twin Falls, Idaho 83301

RECEIVED

DEC 24 1991

Department of Water Resources
Southern Region Office

RE: Permit Numbers 36-7537 and 36-7538

Gentlemen:

I am enclosing Assignments of portions of two permits from Pristine Springs to named individuals on the Exhibits A. The result of that assignment is that the Sheldon interest owns 75%, Kaster owns 10% and Pristine Springs owns 15%.

If there is anything additional I need in this regard please advise.

Very truly yours,



William A. Parsons

WAP:rt

cc: Joe Beeman

George Sheldon

RECEIVED

JAN 21 1992

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED 7538

DEC 24 1991

ASSIGNMENT OF APPLICATION FOR PERMIT

Department of Water Resources
Southern Region Office

XX PRISTINE SPRINGS, INC., hereby assign to See Attached Exhibit A

of, _____
(Full Address)

All my right, title, and interest in and to Application for Permit
No. _____ to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to
Application for Application for Permit No. 36-7538 to appropriate the public
waters of the State of Idaho.

Describe portion of the application assigned listing the number of acres in each 40 acre
subdivision, point of diversion location, and the amount of water in cubic feet per second.
Government Lot 13 - Section 4, T. 9 S, R 14 E - P/Diversion

NW 1/4 SW 1/4 3 - 9 S - 14 Use

30 c.f.s.

Made this 26 day of November, 1990. 1

PRISTINE SPRINGS, INC.

Applicant

Executive Vice President and General Manager

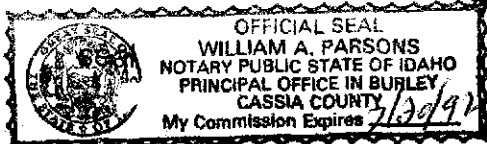
State of Idaho)

ss

County of CASSIA)

Wendell M. Stark
President

On this 26 day of November, 1990, personally appeared before me the signer of the
above instrument, duly acknowledged to me that he (she) (they) executed the same.



Notary Public

My commission expires: _____

MICROFILMED
JAN 21 1992

EXHIBIT A

Willard B. Sheldon
Hedwig Sheldon
Howard Sheldon Estate
Louise Sheldon
George Sheldon
Phyllis Sheldon
Box 443
Buhl, Idaho 83316

An undivided 75% interest.

Richard H. Kaster
Edith Kaster
Route 3
Buhl, Idaho 83316

An undivided 10% interest

*The remaining 15% to be retained by Cristine Springs Inc.
per attached letter.*

CS 01-02-92

MICROFILMED

JAN 21 1992

RECEIVED

OCT 21 1991

Department of Water Resources
Southern Region Office

CC

WARRANTY DEED

FOR VALUE RECEIVED, We, LARRY CRUPPER and MARY BRUSH CRUPPER, husband and wife, hereinafter called the Grantors, hereby grant, bargain, sell and convey unto PRISTINE SPRINGS, INC., an Idaho corporation, hereinafter called the Grantee the following described premises in Gooding County, Idaho, to-wit:

An undivided 1/20th interest in the following described real property:

Township 9 South, Range 14, East of the Boise Meridian, Gooding County, Idaho

Section 3: NW $\frac{1}{4}$ SE $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$;

Section 4: Lots 2, 5, 6, 9, 11, 12, 13, 14, 18 and SE $\frac{1}{4}$ NE $\frac{1}{4}$;

Section 9: Lot 2;

Section 10: Lots 1, 6, and 7 lying North and West of the following described line:

Beginning at the quarter corner common to Sections 3 and 10;

Thence South 59°46' West, 1545.0 feet to the center of a flattopped boulder marked by three bars and the letters "H.M.I." out by a chisel;

Thence due South to the thread of Snake River;

EXCEPTING THEREFROM tracts of land described and set forth in Warranty Deed dated April 19, 1929, recorded April 29, 1929 in Book 22 Page 332 as Instrument Number 48279, Gooding County records.

EXCEPTING THEREFROM the following parcel:

A parcel of land located in Government Lots 11 and 12 of Section 4, more particularly described as follows:

Beginning at the North quarter corner of said Section 4:

RAYBORN & RAYBORN
ATTORNEYS AT LAW
P.O. BOX 321
FIRST INTERSTATE BANK BLDG.
TWIN FALLS, IDAHO 83301
(208) 733-1600

JAN 21 1992

Thence South 2°15'56" East for a distance of 1341.08 feet to THE TRUE POINT OF BEGINNING;
Thence south 54°52'37" East for a distance of 121.80 feet;
Thence South 25°51'42" East for a distance of 90.79 feet;
Thence South 6°18'27" West for a distance of 107.42 feet;
Thence South 20°48'55" East for a distance of 79.20 feet;
Thence South 67°03'16" West for a distance of 348.82 feet;
Thence North 45°19'36" West for a distance of 86.12 feet;
Thence North 44°40'24" East for a distance of 132.61 feet;
Thence North 23°04'34" East for a distance of 341.00 feet to THE TRUE POINT OF BEGINNING.

AND ALSO EXCEPTING the Grantor's interest in and to the following described parcels:

PARCEL A: (Grave Site)

E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 3, Township 9 South, Range 14 EBM, Gooding County, Idaho.

PARCEL B: (Trounson Reservation)

W $\frac{1}{2}$, SE $\frac{1}{4}$, SE $\frac{1}{4}$, SW $\frac{1}{4}$, Section 3, Township 9 South, Range 14 EBM, Gooding County, Idaho.

PARCEL C: (Brush-Crupper Reservation)

E $\frac{1}{2}$, SE $\frac{1}{4}$, SE $\frac{1}{4}$, SW $\frac{1}{4}$, Section 3, Township 9 South, Range 14 EBM, Gooding County, Idaho.

ALSO INCLUDED in this Deed are all of Grantors' interest in all water rights appurtenant to the above-described property, including, but not limited to, the following:

Seller's interest in sixty CFS-water right represented by permit number 32174/36-2607; and

Seller's interest in an Application for permit number 36-7537 and permit number 36-7538 which permits are now on file with the Department of Water Resources, State of Idaho.

Seller's interest in the following numbered water permits, licenses, and decreed rights: 36-00199, 36-08420, 36-02040, 36-02039.

RAYBORN & RAYBORN
ATTORNEYS AT LAW
P.O. BOX 321
FIRST INTERSTATE BANK BLDG.
TWIN FALLS, IDAHO 83301
(208) 733-2600

JAN 21 1992

TO HAVE AND TO HOLD the said premises, with their appurte-
nances unto the said Grantee and to the Grantee, its successors
in interest and assigns forever. And the said Grantors do hereby
covenant to and with the said Grantee, that the Grantors are the
owners in fee simple of said premises; they they are free from
all incumbrances except as described above and that Grantors will
warrant and defend the same from all lawful claims whatsoever.

DATED this 15 day of April, 1991.

Larry Crupper
LARRY CRUPPER

Mary Brush Crupper
MARY BRUSH CRUPPER

Grantors

STATE OF Texas)
County of El Paso : ss.

On this 15 day of April, 1991, personally appeared
before me, the undersigned, a notary public in and for said
State, LARRY CRUPPER and MARY BRUSH CRUPPER, Grantors, known to
me to be the signers of the within instrument, and who duly
acknowledged to me that they executed the same.



Patricia Tetsch
NOTARY PUBLIC
Residence: _____
My Commission Expires: 3-30-93

144535

STATE OF IDAHO, COUNTY OF GOODING

Filed for record at the request of Rayborn + Rayborn

40 min. past 9 o'clock A M. this

April, 1991.

JOHN A. MYERS, Recorder

by Albino Schis

JAN 21 1992

RAYBORN & RAYBORN
ATTORNEYS AT LAW
P.O. BOX 321
FIRST INTERSTATE BANK BLDG.
TWIN FALLS, IDAHO 83301
(208) 733-2600

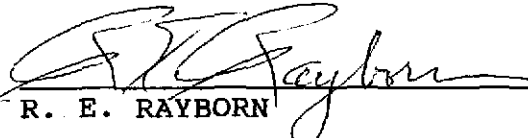
RECEIVED

OCT 21 1991

Department of Water Resources
Southern Region Office

CERTIFICATE OF AUTHENTICITY

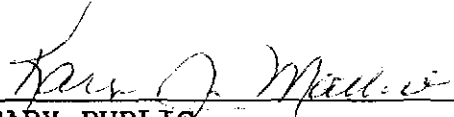
I, R. E. Rayborn, of the law firm of Rayborn and Rayborn, P.O. Box 321, First Interstate Bank Building, Twin Falls, Idaho, 83303-0321, do hereby certify that the above and foregoing WARRANTY DEED recorded April 22, 1991 as Instrument No. 144535 records of Gooding County, Idaho is a true and accurate reproduction of the original of said Warranty Deed which is in my care, custody and control.

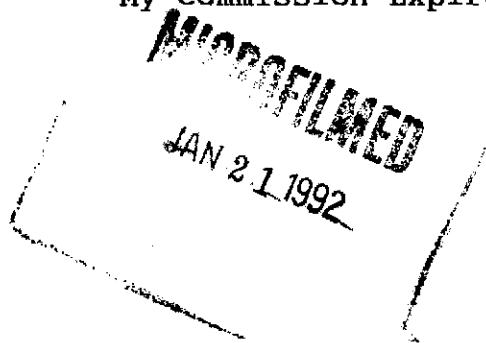

R. E. RAYBORN

STATE OF IDAHO)
 : ss.
County of Twin Falls)

On this 27th day of June, 1991, before me, the undersigned, a notary public in and for said State, personally appeared R. E. RAYBORN, Attorney at Law, known to me to be the person whose name is subscribed to the foregoing instrument, and who duly acknowledged to me that he executed the same.

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


NOTARY PUBLIC
Residence: Filer, Idaho
My Commission Expires 2/17/97



RECEIVED

MAY 23 1989

State of Idaho

Department of Water Resources

Department of Water Resources

ASSIGNMENT OF PERMIT

I, WES TROUNSON, hereby assign to MARY BRUSH CRUPPER
of 5117 Memory Drive, El Paso, Texas 79932
Address

All my right, title, and interest in and to Permit No. 36-7538
to appropriate the public waters of the State of Idaho.

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

(Describe that portion of the permit being assigned by listing the acreage
within each 40 acre subdivision, the point of diversion and the amount of
water in cubic feet per second for direct diversion, or acre feet for storage)

Made this 22 day of May, 19 89.

Wes Trouson
Permit Holder

Spouse of Permit Holder

MICROFILMED

State of Idaho)
County of Gooding) ss

SEP 20 1990

On this 22nd day of May, 19 89, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged
to me that he (she) (they) executed the same.

Lack W. Hyder
Notary Public residing at
Idaho

seal

My commission expires:

8/30/94

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

For Office Use Only
\$15 FEE Received by CP
Date 1/5/89
Receipt # 0024951

REQUEST FOR EXTENSION OF TIME

To provide additional time in which to submit proof
of beneficial use for a water right permit

JAN 04 1989

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

Permit No. 36-07538

Name(s) of Permit Holder: Wes Trownson

Post Office Address: Route 2, Box 108, Wendell, Idaho 83355

Telephone No. 536-2043

Date Proof is Due: 1 February 1989

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

Richard Kaster has installed a weir and gate for water from Briggs Spring.

Costing \$no cost to me

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

Litigation during the years 1986, 1987, and 1988 has prevented development
of water planned. Case number 19972 and Consolidated case numbers 20004,
19615, 19918, 20287, and 20194, 5th District Court (see two attached documents)

Permit holder(s) request an extension to 1 Feb, 19 91.
(1 yr. minimum)

MICROFILMED

FEE: \$15.00

(Signature)*

*IF OTHER THAN PERMIT HOLDER,
POWER OF ATTORNEY MUST BE SUPPLIED.

SEP 20 1990

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be APPROVED and the time within which to submit proof of beneficial use is extended to September 1, 1991.

Signed this 31st day of August, 19 90.

A. Glen Saylor
Chief, Water Allocation Bureau

RECEIVED

APR 14 1985

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

For Office Use Only	
Fee Received	\$15.00
Date	4-17-85
Receipt #	36400

REQUEST FOR EXTENSION OF TIME

Department of Water Resources **To provide additional time in which to submit
proof of beneficial use on a water right permit**

Wes Trouson of Rt. 2, Box 108, Wendell, ID 83355
(Name) (Address)

State of _____, deposes and says:

That he is the holder, or the duly authorized agent of the holder*, of Permit to Appropriate the Public Water of the State of Idaho No. 36-7538.

That under the terms and conditions of said permit, work thereunder was required to be completed on or before June 1, 19 85.

That he has heretofore performed the following work described under said permit: _____

(This must be filled out! If no work has been completed put none.)

None

Costing \$ 20,000*

That he is unable to complete the remainder of the work within the required time for the following reasons, to-wit:

Permit has been under litigation.

* Spent mostly on attorney fees

Wherefore, he asks that the Department of Water Resources extend the time for the completion of obligations under said permit to June 1, 19 90.
(1 yr. minimum, 5 yrs. maximum)

NOTE
AS OF JULY 1, 1980,
THERE IS A \$15.00
CHARGE FOR REQUESTS
FOR EXTENSION OF
TIME.

Wes Trouson
(Signature)*

*IF OTHER THAN HOLDER, Power of Attorney must be supplied.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above application for extension of time be APPROVED and the time within which to submit proof of beneficial use is extended to February 1, 1989.
IT IS FURTHER ORDERED that use of water under this permit and any license subsequently issued is subject to review by the Director thirty-five (35) years after the water is first applied to a beneficial use. Upon appropriate findings relative to the interest of the public, the Director may cancel all or any part of the use authorized herein and may revise, delete or add conditions under which the right may be exercised.

Signed this 22nd day of October, 19 85.

J. Glen Saxton
Chief, Operations Bureau

MICROFILMED

RECEIVED

State of Idaho
Department of Water Resources

OCT 24 1983

ASSIGNMENT OF PERMIT

Department of Water Resources

I, Kenneth Ellis - Pres Aquatic Corp, hereby assign to Wes Townsend
of Rt 2 Box 108 Wendell, Idaho 83355
Address

CHECK ONE

☒ All my right, title, and interest in and to Permit No. 36-7538
to appropriate the public waters of the State of Idaho.

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

(Describe that portion of the permit being assigned by listing the acreage within
each 40 acre subdivision, the point of diversion and the amount of water in cubic
feet per second for direct diversion, or acre feet for storage)

Made this 13th day of Oct, 19 83.

Kenneth Ellis Pres
Permit Holder

Aquatic Corp
Spouse of Permit Holder

State of Idaho)
County of Trimble) ss.

On this 13th day of Oct, 19 83, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that he (she) (they) executed the same.

seal

[Signature]
Notary Public residing at
Boyle, Idaho

My commission expires:
Sept 1987

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF EXTENDING THE PROOF DUE
DATE IN CONNECTION WITH PERMIT NO. 36-7538
IN THE NAME OF AQUA LIFE, INC.

ORDER

WHEREAS, on April 16, 1975, Wes and Myriel Trounson applied to the Department of Water Resources for a permit to appropriate 30.00 cubic feet per second of water from Briggs Springs to be diverted within the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 3, Twp. 9S, Rge. 14E B.M., Gooding County, to be used for fish propagation and power generation; and,

WHEREAS, on June 25, 1975, the Department approved said application and issued Permit No. 36-7538 with the condition that proof of construction of works and application of water to beneficial use be submitted to the Department on or before June 1, 1980; and,

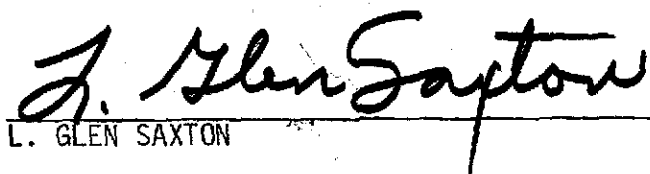
WHEREAS, on November 6, 1979, the permit holder submitted all right, title, and interest in and to Permit No. 36-7538 to Aqua Life, Inc.; and,

WHEREAS, on April 10, 1980, the permit holder submitted a request for an extension of time; and,

WHEREAS, it appears that under the circumstances, the permit holder has been proceeding with reasonable diligence and has given good cause for delay;

IT IS, THEREFORE, HEREBY ORDERED that the time within which to submit proof of beneficial use of water under Permit No. 36-7538 be extended to June 1, 1985.

Dated this 29th day of May, 1980.


L. GLEN SAXTON

Chief, Operations Bureau

MICROFILMED

RECEIVED

79712

NOV 6 1979

Department of Water Resources
Southern District Office

State of Idaho
Department of Water Resources
ASSIGNMENT OF PERMIT

STATE OF IDAHO, COUNTY OF GOODING, ss.
Filed for record at the request of Le Moyne
min. past 12 o'clock a.m. this 6 day
of Nov. 19 79

MARGARET F. CLEMENTS Recorder
By Judy Hagerman Deputy

I, Wes Trounson, hereby assign to Aqua Life, Inc.
of Rt. 3, Box 50, Buhl, Idaho
Address

CHECK ONE

☒ All my right, title, and interest in and to Permit No.s. 36-7537 & 36-7538
to appropriate the public waters of the State of Idaho.

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

(Describe that portion of the permit being assigned by listing the acreage within
each 40 acre subdivision, the point of diversion and the amount of water in cubic
feet per second for direct diversion, or acre feet for storage)

RECEIVED

1979

Department of Water Resources

Made this ninth day of May, 19 79.

Wes Trounson
Permit Holder

Spouse of Permit Holder

State of Idaho)
County of Gooding) ss.

On this 9th day of May, 19 79, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that he (she) (they) executed the same.



John B. Le Moyne
Notary Public residing at
Hagerman, Idaho

My commission expires:
year time

MICROFILMED

Identification No. _____

Application No. 36-7538

ASSIGNED TO:
Aqua Life, Inc.
Rt. 3, Box 50
Buhl, ID 83316

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant WES &/or MYRIEL TROUNSON Phone: 536-2043
post office address Route #2, Wendell, Idaho
2. Source of water supply Briggs Springs which is a tributary of _____
3. a. Location of point of diversion is NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 3 Township 9S
Range 14E B.M. Gooding County; additional points of diversion if any: _____
NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 3, Township 9S, Range 14E, B.M.
- b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of Gov't. Lot 13 $\frac{1}{4}$ of Section 4 Township 9S Range 14E B.M. _____
4. Water will be used for the following purposes:
Amount 30. for Fish Prop. purpose from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount 30. for Power purpose from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 30. cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. Ditches & pipe to hatchery facilities,
and power plant.

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 5 years.
b. Estimated construction cost is \$ 50,000.00.
8. Description of proposed uses:
a. If water is **not** for irrigation: Gov't. Lot 13, Sec. 4, Twp. 9S, Rge. 14E.
(1) Give the place of use of water: NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 3 Township 9S
Range 14E B.M.
(2) Amount of power to be generated: 50 KW under 40 feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water _____.
(5) If water is to be used for other purposes describe: FISH PRODUCTION WILL
BE APPROX 10,000 LBS. PER CUBIC FOOT PER
SEASON.

MICROFILMED

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

TWP.	RANGE	SEC.	NE1/4				NW1/4				SW1/4				SE1/4				TOTALS
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
T9S	R.14E	4																	
		3									X								
PLACE OF USE FOR FISH PRODUCTION & POWER PRODUCTION.																			

Total number of acres to be irrigated_____

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

NONE.

9. a. Who owns the property at the point of diversion Applicant

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

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

10. Remarks Applicant owns one-quarter undivided interest in the property.

A blank sheet of graph paper featuring a uniform grid of squares. The grid consists of solid black lines forming the outer boundaries and dashed black lines forming the inner subdivisions. The overall dimensions are approximately 20 units wide by 20 units high.

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.

Myriel Trounsoo
(Applicant)

Disposed Priority 4-16-1975

Received by mls Date 4-16-75 Time 3:00

Preliminary check by _____ Fee \$ 265.00

Receipted by cc Date 4-16-75 # 14785

Publication prepared by CC Date 4-17-75

Published in Gooding County Leader

Publication dates 4-24 & 5-1-75

Publication approved cc Date 5-20-75

Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for (approval) denial by jsk

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. 36-7538, and said application is hereby APPROVED.

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 June 1, 1980.

c. Other: A measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works.

2. Denial of said application is for the following reasons: _____

Witness my hand this 25 day of June 19 75.


Director

AFFIDAVIT OF PUBLICATION

State of Idaho, }
County of Gooding } SS.

Robert Chompton, being first duly sworn, deposes and says that he is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho, that said newspaper has been continuously and uninterruptedly 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 24 day of April

19 75, and the date of the last publication was on the 1

day of May, 19 75.

Robert Chompton

Subscribed and sworn to before me this 19

day of May, 19 75
(SEAL)

Charles H. H.
NOTARY PUBLIC

GOODING COUNTY LEADER

Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice 32 32

Number of Insertions 2 2

..... Lines tabular at 315c

32 Lines straight at 32 21c 6.72

32 Subsequent lines at 32 15c 4.80

TOTAL COST 11.52

NOTICE
Notice is hereby given that
Was and/or Myself Dr. ...
Route 2, Wendell, Idaho has on
4-16-75 submitted Application
No. 36-7538 for a permit to
appropriate 30. cubic feet per
second of water from Briggs
Springs by means of ditches and
pipe to hatchery facilities, and
power plant within the NE 1/4-
SW 1/4, Sec. 3, T 9S, R 14E, B.M.
Gooding County; NW 1/4SW 1/4,
Sec. 3, Twp. 9S, Rge. 14E, B.M.
to be used from January
1-December 31 (Fish Propagation
and Power) within the
NW 1/4SW 1/4, Sec. 3; Gov't. Lot 13
(NE 1/4SE 1/4) Sec. 4, T 9S, R 14E,
B.M.

If issued, this permit will be
subject to all prior water rights.
Protests against the granting of
the permit must be filed with
the Idaho Department of Water
Resources, 1041 Blue Lakes
Blvd., North, Twin Falls, Idaho,
83301 on or before May 12, 1975.

R. KEITH HIGGINSON
Director

Pub: 4-24; 5-1.

RECEIVED

MAY 20 1975

Department of Water Resources
Southern District Office

PUBLICATION RATES

(Idaho Code, Rev. Statutes 1971)

7 pt. per line, straight	21c
7 pt. per line, tabular	315c
7 pt. per line, successive insertions	15c

90 May #6655

No 453

Individual Owner

AFFIDAVIT TO ESTABLISH RESIDENCE

I, WES TROUNSON &/or MYRIEL TROUNSON of Wendell, County of Gooding, State of Idaho, being duly sworn, do hereby certify that I am a bona fide resident of the State of Idaho.

Wes Trounson
/s/ *Myriel S. Trounson*

Subscribed and sworn to before me this 16 day of April, 1975

/s/ *Robert G. Hayner*

Notary Public
Residence Twin Falls

My Commission Expires 11-20-78

Corporation or Association

AFFIDAVIT TO ESTABLISH RESIDENCE
OR QUALIFICATIONS TO DO BUSINESS UNDER THE LAWS OF
IDAHO...

I, _____ of _____, County of _____, State of Idaho, being first duly sworn, depose and say:

That I am the designated statutory agent of the _____,

that as such I am in charge of the registered office of the said _____

_____, as provided by Section 30-143, Idaho Code, at _____

_____, Idaho, wherein are kept the records provided by Section 30-144, Idaho

Code, and that _____ is a legal _____

qualified to do business in the State of Idaho under the laws of the State of Idaho.

/s/ _____

Subscribed and sworn to before me this _____ day of _____, 19____

/s/ _____

Notary Public
Residence _____

My Commission Expires _____

MICROFILMED

MEMORANDUM

DATE: October 10, 2002
FROM: KARI LYNN TOWNSEND
TO: FILES 36-2040, 36-2607, 36-7538
RE: Ownership change

=====

Today we received a Notice of Change in Water Right Ownership form from George and Phyllis Sheldon along with a Quitclaim Deed from Pristine Springs, Inc. which transferred the undivided interest in ownership of the above listed three (3) water rights to the Sheldon's.

The Sheldon's already owned an undivided portion of these rights and they have now assumed ownership of the portion previously owned by Pristine Springs, Inc.

MICROFILMED

OCT 15 2002



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

February 19, 1993

PRISTINE SPRINGS INC
RT 1 BOX 1204
FILER ID 83328

RE: WATER RIGHT NO. 36-07538

Dear Water Right Holder(s):

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit.

Sincerely,

PAMELA SKAGGS
Water Resource Agent

PS:cz

Enclosure

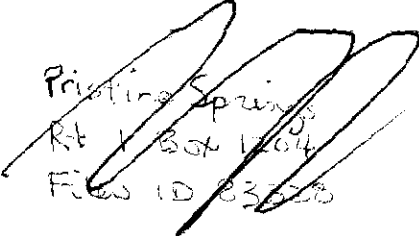
MICROFILMED

APR 08 1993

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street
Boise, Idaho 83706-2237

APR 08 1993
RECEIVED

-  RETURNED TO SENDER
- ☐ Forwarding Unit Expired
 - ☐ Insufficient Address
 - ☐ Moved, Left No Address
 - ☐ Unclaimed ☐ Refused
 - ☒ Attempted-Not Known
 - ☐ No Street Delivery
 - ☐ Need P.O. Box Number
 - ☐ Box Closed-No Order


Pristine Springs
Rt 1 Box 1204
Filer ID 83320

12/18/92 -
Mail Forwarded To:
c/o George Sheldon
PO Box 443
Buhl ID 83316-0443
and

c/o Richard H Kaster
Rt 3
Buhl ID 83316

RECEIVED
DEC 17 1992

CJ. Department of Water Resources

IDAHO DEPARTMENT OF WATER RESOURCES
MAIL ROOM
DEC 17 1992

36-7538

DEC 18 1992



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

December 14, 1992

PRISTINE SPRINGS INC
PHYLLIS SHELDON
GEORGE SHELDON
LOUISE SHELDON
HOWARD SHELDON ESTATE
RICHARD H KASTER
HEDWIG SHELDON
WILLARD B SHELDON
EDITH KASTER
RT 1 BOX 1204
FILER ID 83328

RE: WATER RIGHT NO. 36-07538

Dear Water Right Holder(s):

Enclosed is a draft copy of the license proposed to be issued on the above referenced water right.

This right is currently being reviewed by this office for licensing. The enclosed preliminary copy is subject to change upon further administrative review.

We ask that you review the proposed license and if you do not concur with the information, please let us know within 10 days.

Sincerely,

PAMELA SKAGGS
Water Resource Agent

PS:cz

Enclosure

RECEIVED

APR 08 1993

LICENSE REVIEW CHECKLIST

Permit # 36-07538

Date 12-11-92



	Yes	No	
NAME	—	✓	Address Change?
PRIORITY DATE	—	✓	Advance? _____
	—	✓	Memo to Advance _____
	—	✓	Order to Reinstate Needed? <u>DONE</u>
TOTAL CFS	—	✓	Incorrect Fee for rate recommended?
	—	✓	Disagree with Actual Measurement?
	—	—	<u>30.0 cfs (FISH)</u>
	—	✓	Disagree with Theoretical? _____
	—	✓	Limited by Capacity? <u>30.0 cfs</u>
TOTAL VOLUME			Rate/ac _____ AFA Irr. Season _____
			Standard Irr. Season _____
			Season Recommended _____
	—	✓	Disagree with Examiner's Calculations?
	—	✓	<u>21,681 gfa (FISH)</u>
	—	✓	Limited by Flow? _____
SOURCE	✓	—	Changes? <u>Clarification</u> of <u>Originally</u>
	—	✓	<u>Intended</u> source <u>Briggs Springs to Creek</u>
	—	✓	Notice of Intent to Void.
P/D			Verify with Map <u>Point of Injection - NESE, S04</u>
	—	✓	Amendment Needed? <u>Drop NESE</u>
	✓	—	Is Overlap Analysis a Consideration?
P/U			Verify with Map <u>Lot 13 = NESE</u>
	—	✓	Amendment Needed? <u>Drop NW, SW, S3</u>
	—	✓	Is Overlap Analysis a Consideration?
USES	—	✓	Change(s) in Nature of Use? <u>Drop Power</u>
	—	✓	Amendment Needed? _____
REMARKS	—	✓	Multiple P/Ds in 1/4 1/4? _____
	—	✓	Non-Irr. Uses _____
	—	✓	Special Overlap Condition _____
	✓	—	Other <u>Point of Injection / Briggs Creek</u>
	R41	—	Facility Volume = <u>3.75 ac.</u>
CONDITIONS	R01	—	Measuring Device _____ DATES/MISC _____
	—	✓	W/Master Control _____
	—	✓	Overlap _____
	R08	—	Water Quality _____
		—	Water Dist. _____
		—	App Rec'd _____
		—	Exam Made _____

COMMENTS/MEMOS NEEDED: Reduced uses

License 10-Day ☒ 15-Day ☐ Special Correspondence ☐

=====

Dates:	App. Received:	04/16/1975	Priority Date:	06/09/1975	(Priority Date Advanced.)
	Proof Due Date:	09/01/1991	Proof Made Date:	10/25/1991	(Proof Received Late.)
	Exam Made Date:	12/01/1992	Exam Sent to S.O.:	12/09/1992	
	Licensed Date:				

Misc: Water District Number: Field Exam Fee: R (Received)

Comments: Date: 10/29/1991 User-ID: VAULT Subject: Proof of Beneficial Use Rcvd
 Proof of Beneficial Use Rcvd

 Date: 01/13/1992 User-ID: VAULT Subject: Proof of Beneficial Use Rcvd
 Proof of Beneficial Use Rcvd

Audit: 12/11/92 SKAGGS

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Permit No. 36-07538

STAFF ANALYSIS SHEET
For
BENEFICIAL USE FIELD REPORT

A. Prior to Conducting the Exam, the file contains:

- ☒ Blank Field Report Form
- ☒ Copy of Permit
- ☒ Copies of any Amendments/Orders with conditions of approval.
- ☒ Computer Data Proof Report
- ☒ Copy of USGS Quad Map
- ☒ Check for Government Lots. If so, make a copy of Gov. plat.
Check of P/D index MTS (Initial & Date)

Overlap? ☒ Yes ☐ No If Yes: ☐ Copy of Exam(s) Attached?
Type of Overlap ☐ Add acres or uses to existing system.
☐ Increase rate of flow or volume.
☐ Other _____

Check of PU Index MTS (Initial & Date)

Overlap? ☐ Yes ☒ No If yes: ☐ Copy of Water Right(s)
Attached?
Type of Overlap ☐ Increase rate or flow volume.
☐ Add P/D's
☐ Increase No. of acres within tracts.
☐ Other _____

Aerial Photo

☐ Required? ☐ Yes ☒ No If yes: ☐ copy attached?
Scheduling letter sent? _____ (Initial & Date)

☒ Appointment made and telephone conversation memo
attached. Scheduled for 10:00 am 12-1-92
Rich Eggleston

B. After Conducting the Exam, the file contains:

- ☒ Fully completed and signed Field Report Form
- ☒ Photographs of Point of Diversion and Place of Use
- ☒ Corrected Computer Data Proof Report with recommended license
information, and date and signature of examiner.

C. Review and Processing:

Exam completed 12-4-92 Mel Schelt (Signature of Examiner(date)
Exam reviewed by Sr. Water Res. Agent JS 12-9-92 (Init & date)
Exam reviewed by Mgr of Reg. Office JS 12/9/92 (Init & date)
Exam date entered in computer _____ (Init & date)
Exam sent to S.O. _____ (Init & date)
Copy of Staff Analysis Sheet sent to Mgr. of Reg. Office and Orig.
re-filed in White File. _____ (Init & date)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED
DEC 10 1992

Department of Water Resources

A. GENERAL INFORMATION *See Exhibit A*

Permit No. 36-7538

1. Owner: Sheldon, Hedwig; et al

Phone No. 326

Current Address: C/O PRISTINE SPRINGS, INC.
Rt. #1 Box 1204, Filer, ID. 83328

2. Accompanied by: Rick Eggleston

EXAM DATE: 12-1-92.

Address: Rt. #1 Box 1204, Filer, ID 83328 Phone No. 326-5687.

Relationship to Permit Holder: part owner and manager.

3. Source: Briggs Creek tributary to Snake River.

B. OVERLAP REVIEW

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

2. Other water rights with the same point of diversion: 36-2039, 36-2040, 36-2607, 36-7973
36-15180, 36-7537

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
		NW	NW	SW	3	9S	14E	Gooding	Orthophoto quad map

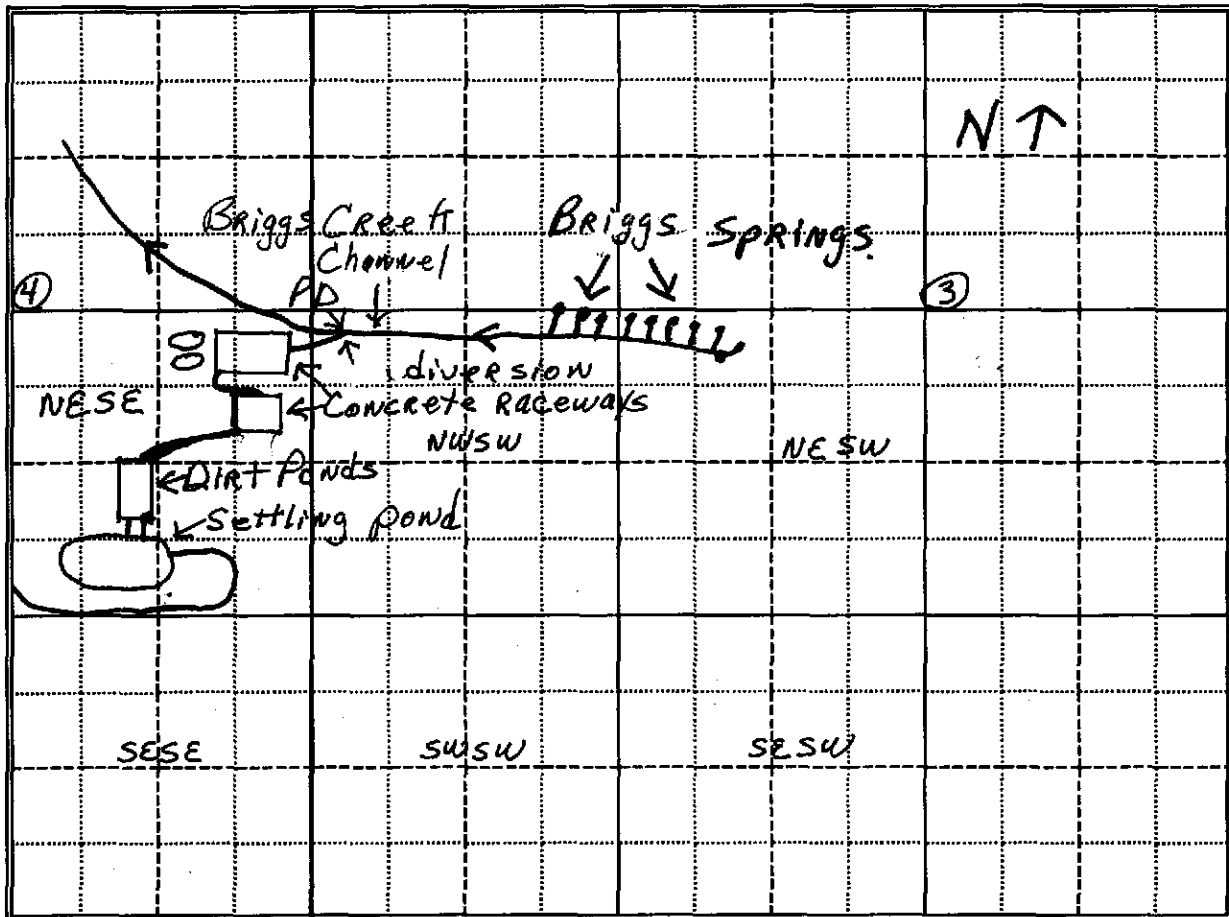
2. Place(s) of Use:

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	
9S	14E	4																	

APR 08 1993

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



Scale: 1" = 100' to scale

☒ 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

*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
staff gage + 3'						
rect. weirs						

APR 08 1993

2. Measurements: See attached list of measurements taken at 17 Rectangular 3' weirs at the headrace for the first 24 ponds.

E. NARRATIVE/REMARKS/COMMENTS

Briggs Springs flows primarily into a channel that is part of the old Briggs Creek channel. From the channel water is diverted through a ditch for about 100' to 24 concrete raceways 12'x80'. Water is captured in a concrete tailrace and into a dirt ditch to a second set of 12 concrete 12'x80' ponds. At the end of the second ponds a concrete tailrace delivers water to a dirt ditch for about 300' to four dirt ponds 32'x100'x4'. Discharge water from the dirt ponds flows directly into a settling pond about one acre in size. From the settling pond water flows into a small ditch to the original Briggs Creek channel that empties into the Snake River. The concrete raceways are four feet deep but averaged 3.25' in water depth. The concrete headrace at the first set of 24 ponds is constructed with three rectangular weirs 3' in width for each line of 4 raceways for a total of 18 weirs. All but one weir were open and staff gage measurements indicated a flow of 29.02 cfs at the time of the exam. Historical measurements by the operator substantiates the facility can divert and is designed for 30 cfs. (see attached) Including this permit, rights totaling 105.46 cfs utilize water from Briggs Springs (36-7537 is still pending). USGS measurements (see attached) indicate flows as high as 117 cfs back to April 1989 from the springs. The power component under the original permit was not developed.

Overlap analysis is based on adjudication "R" records.

Water returns to Briggs Creek in the NE 1/4 SE 1/4 Sec. 4 (T. 13) R. 14E.

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

APR 08 1993

F. FLOW CALCULATIONS

☒ Additional Computation Sheets Attached

Measured Method:

See attached

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$ _____

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

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

2. Volume Calculations for Other Uses:

See attached.

H. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
<i>Fish Propagation</i>	<i>1-1</i>	<i>12-31</i>	<i>30.0 cfs</i>	<i>21,681 afa</i>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals:			<i>30.0 cfs</i>	<i>21,681 afa</i>

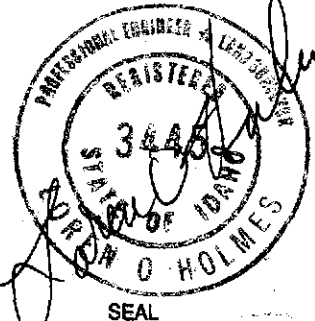
2. Recommended Amendments

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

I. AUTHENTICATION

Field Examiner's Name *Mel Schulte* Date *12-4-92*

Reviewer *J.F. Stanton* Date *12-9-92*



APR 28 1993

36-7538

EXHIBIT A

Willard B. Sheldon
Hedwig Sheldon
Howard Sheldon Estate
Louise Sheldonn
George Sheldon
Phyllis Sheldon
Box 443
Buhl, Idaho 83316

An undivided 75% interest.

Richard H. Kaster
Edith Kaster
Route 3
Buhl, Idaho 83316

An undivided 10% interest

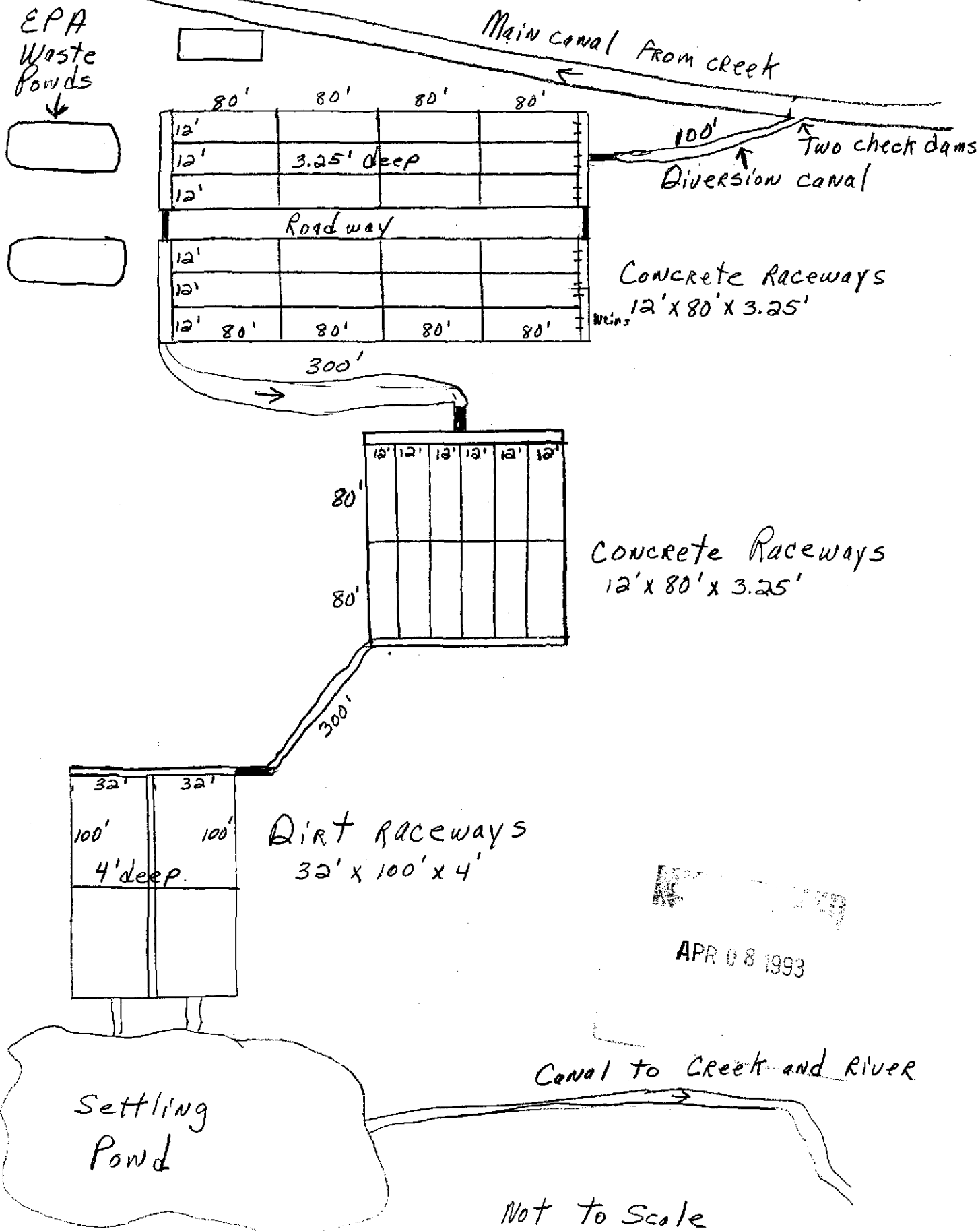
Pristine Springs, Inc.

An undivided 15% interest

MAR 08 1993

36-7538 System Diagram

N ↑



APR 08 1993

36-7538--SHELDON, ETAL
MEASUREMENT AND VOLUME DATA

MEASUREMENT DATA:

Measurements were taken on December 2, 1992 at 17 of 18 three foot rectangular weirs in a concrete headrace using a staff gauge. One weir opening was closed.

.32 H = 1.77 cfs	.28 H = 1.46 cfs
.33 H = 1.86 "	.29 H = 1.53 "
.32 H = 1.77 "	.30 H = 1.61 "
.43 H = 2.74 "	.28 H = 1.46 "
.42 H = 2.65 "	.28 H = 1.46 "
.34 H = 1.94 "	.26 H = 1.31 "
.32 H = 1.77 "	.28 H = 1.46 "
.30 H = 1.61 "	.26 H = 1.31 "
	<u>.26 H = 1.31 "</u>
16.11	12.91 = 29.02 total cfs

VOLUME CALCULATION:

$30 \text{ cfs} \times 3600 / 163,520 \text{ cf} = .66 \text{ changes/hr}$

$3.75 \text{ AF} \times .66 \times 8760 = 21,681 \text{ AFA}$

$30 \text{ cfs} \times 1.9835 \times 365 = 21,719 \text{ AFA}$

RECOMMENDATION: 21,681 AFA

APR 08 1993

36-7538

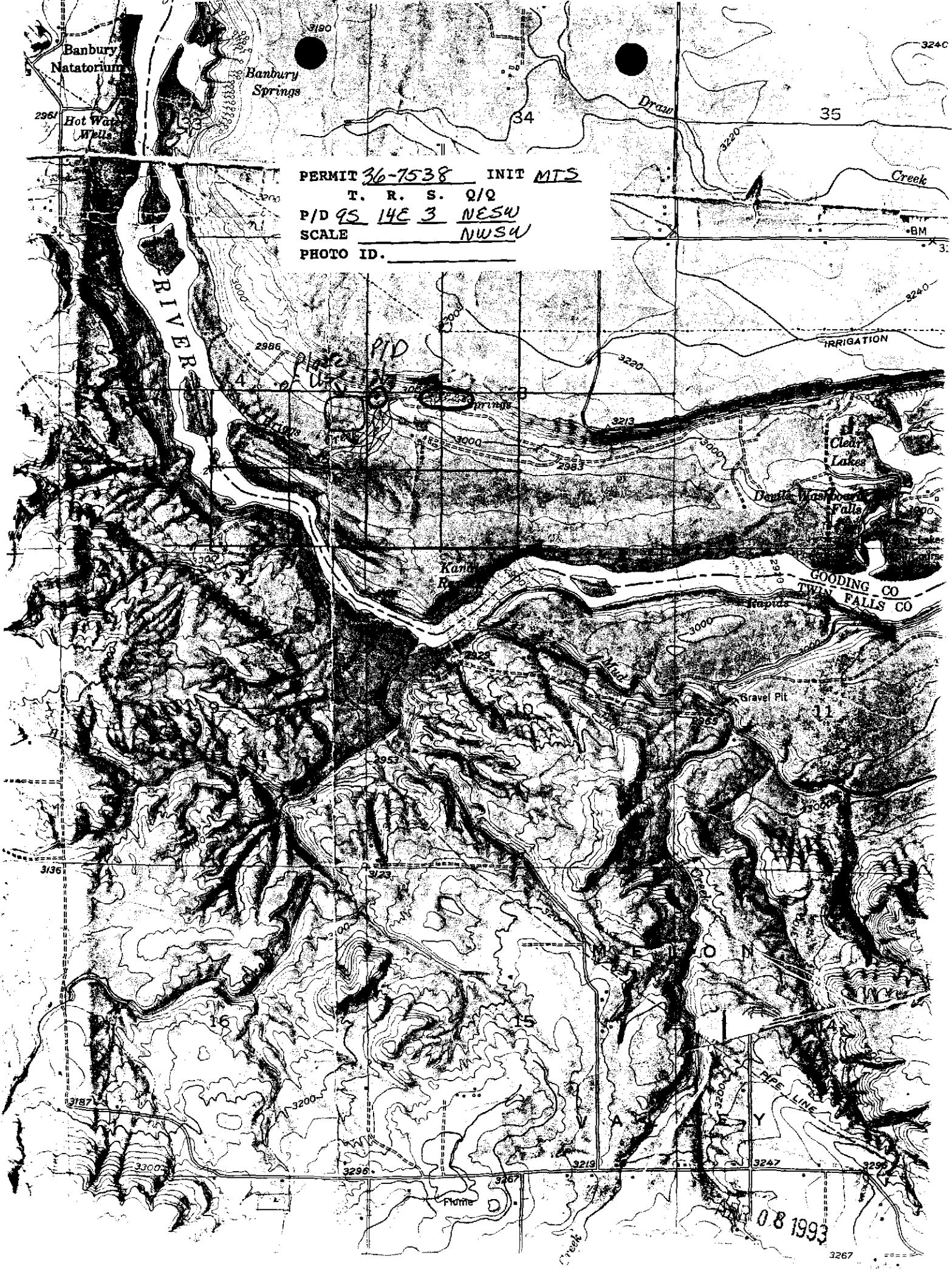
Table 1. Flow over rectangular contracted weirs
in cubic feet per second*.

Head in ft. "H"	Head in inches, approx.	Crest length (L)					For each additional foot of crest in excess of 4 ft. (approx.)
		1.0 foot	1.5 feet	2.0 feet	3.0 feet	4.0 feet	
		Flow in cubic feet per second					
0.10	1-3/16	0.105	0.158	0.212	0.319	0.427	0.108
0.11	1-5/16	0.121	0.182	0.244	0.367	0.491	0.124
0.12	1-7/16	0.137	0.207	0.277	0.418	0.559	0.141
0.13	1-9/16	0.155	0.233	0.312	0.470	0.629	0.159
0.14	1-11/16	0.172	0.260	0.348	0.524	0.701	0.177
0.15	1-13/16	0.191	0.288	0.385	0.581	0.776	0.196
0.16	1-15/16	0.210	0.316	0.423	0.638	0.854	0.216
0.17	2-1/16	0.229	0.346	0.463	0.698	0.934	0.236
0.18	2-3/16	0.249	0.376	0.504	0.760	1.02	0.257
0.19	2-1/4	0.270	0.407	0.546	0.823	1.10	0.278
0.20	2-3/8	0.291	0.439	0.588	0.887	1.19	0.303
0.21	2-1/2	0.312	0.472	0.632	0.954	1.28	0.326
0.22	2-5/8	0.335	0.505	0.677	1.02	1.37	0.35
0.23	2-3/4	0.358	0.539	0.723	1.09	1.46	0.37
0.24	2-7/8	0.380	0.574	0.769	1.16	1.55	0.39
0.25	3	0.404	0.609	0.817	1.23	1.65	0.42
0.26	3-1/8	0.428	0.646	0.865	1.31	1.75	0.44
0.27	3-1/4	0.452	0.682	0.914	1.38	1.85	0.47
0.28	3-3/8	0.477	0.720	0.965	1.46	1.95	0.49
0.29	3-1/2	0.502	0.758	1.02	1.53	2.05	0.52
0.30	3-5/8	0.527	0.796	1.07	1.61	2.16	0.55
0.31	3-3/4	0.553	0.836	1.12	1.69	2.26	0.57
0.32	3-13/16	0.580	0.876	1.18	1.77	2.37	0.60
0.33	3-15/16	0.606	0.916	1.23	1.86	2.48	0.62
0.34	4-1/16	0.634	0.957	1.28	1.94	2.60	0.66
0.35	4-3/16	0.661	0.999	1.34	2.02	2.71	0.69
0.36	4-5/16	0.688	1.04	1.40	2.11	2.82	0.71
0.37	4-7/16	0.717	1.08	1.45	2.20	2.94	0.74
0.38	4-9/16	0.745	1.13	1.51	2.28	3.06	0.78
0.39	4-11/16	0.774	1.17	1.57	2.37	3.18	0.81
0.40	4-13/16	0.804	1.21	1.63	2.46	3.30	0.84
0.41	4-15/16	0.833	1.26	1.69	2.55	3.42	0.87
0.42	5-1/16	0.863	1.30	1.75	2.65	3.54	0.89
0.43	5-3/16	0.893	1.35	1.81	2.74	3.67	0.93
0.44	5-1/4	0.924	1.40	1.88	2.83	3.80	0.97
0.45	5-3/8	0.955	1.44	1.94	2.93	3.93	1.00
0.46	5-1/2	0.986	1.49	2.00	3.03	4.05	1.02
0.47	5-5/8	1.02	1.54	2.07	3.12	4.18	1.06
0.48	5-3/4	1.05	1.59	2.13	3.22	4.32	1.10
0.49	5-7/8	1.08	1.64	2.20	3.32	4.45	1.13
0.50	6	1.11	1.68	2.26	3.42	4.58	1.16
0.51	6-1/8	1.15	1.73	2.33	3.52	4.72	1.20
0.52	6-1/4	1.18	1.78	2.40	3.62	4.86	1.24
0.53	6-3/8	1.21	1.84	2.46	3.73	4.99	1.26
0.54	6-1/2	1.25	1.89	2.53	3.83	5.13	1.30
0.55	6-5/8	1.28	1.94	2.60	3.94	5.27	1.33
0.56	6-3/4	1.31	1.99	2.67	4.04	5.42	1.38
0.57	6-13/16	1.35	2.04	2.74	4.15	5.56	1.41
0.58	6-15/16	1.38	2.09	2.81	4.26	5.70	1.44
0.59	7-1/16	1.42	2.15	2.88	4.36	5.85	1.49

*Computed from Cope's formula: $Q = 3.247 L H^{3/2} + 0.566 L^{3/2} H$

FEB 08 1993

PERMIT 36-7538 INIT MTS
T. R. S. Q/Q
P/D 95 14E 3 NESW
SCALE NWSU
PHOTO ID. _____



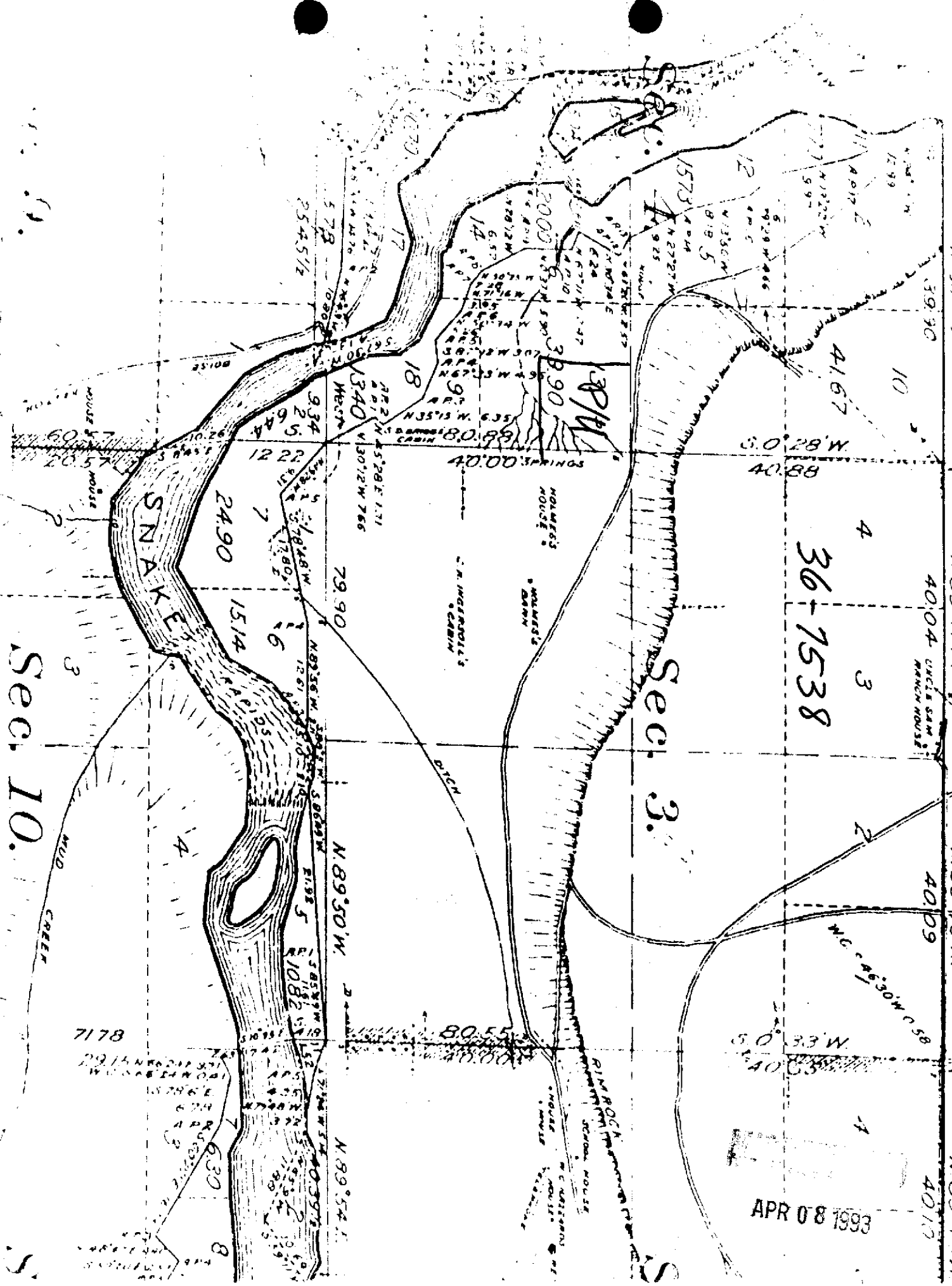
Sec. 10.

Sec. 3.

Snake

36-7538

APR 08 1993



36-7538



#1
Looking toward
Briggs Springs
from bridge $\frac{1}{4}$
mile below first
spring.



#2.
Diversion works
in main canal to
deliver water to
fish ponds.

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36-7538



#3

Diversion ditch
looking upstream
from 1st set
of ponds.



#4.

Headrace at 1st
set of ponds.

Measurements
were taken at
weirs shown in
photo.

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36-7538

#5.

Ditch from 1st set
of ponds to 2nd
set of ponds.



#6.

2nd set of 12
concrete ponds.



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36-7538



#7.

Tailrace at the
end of 2nd set
of ponds.



#8.

Ditch From 2nd
set of ponds to
the diet ponds.

APR 08 1993

36-7538



#9.

Dirt Fish ponds
looking from the
headworks toward
the settling pond.



#10.

One of two ditches
from the dirt ponds
to the settling pond.

APR 08 1993

36-7538



#11.

Settling pond.



#12

Ditch from
settling pond to
the creek and
Snake River.

APR 08 1993

APR 08 1993



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

January 29, 1992

Phyllis Sheldon
P.O. Box 443
Buhl, ID 83316

RE: Assignment of Permits #36-07537 & 36-07538

Dear Mrs. Sheldon:

I am receipt of your letter dated January 22, 1992 regarding the above referenced assignment of permits.

This assignment was unusual because of the nature of the ownership of the permit. It could not be divided to identify separate ownership of portions of the water right because all parties own a percentage of the whole. The only way to reflect that is to have all parties listed as current owners with equal standing, as I previously stated in my letter of January 13, 1992. The Department cannot reflect the percentage of ownership, but the documentation submitted with the assignment has been placed in the files for future reference.

All the current owners will have to be notified of any action taken pertaining to these water rights because all signatures will be needed. I have enclosed a proof report from our water right database that shows all names and addresses have been entered.

I hope this satisfies your concerns in this matter. If you have further questions please feel free to contact me directly at 327-7943.

Sincerely,

PAMELA SKAGGS
Technical Records Specialist

Enclosure

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JAN 27 1992

January 22, 1992

Department of Water Resources

Mrs. Pamela Skaggs
Technical Records Specialist
State of Idaho
Department of Water Resources
1301 North Orchard St.
Statehouse Mail
Boise, Idaho 83720-9000

Dear Mrs. Skaggs:

We are in receipt of your correspondence of January 13, 1992 regarding the ownership of the water rights.

The majority ownership of the land and water (seventy-five per cent) is vested in Willard B. Hedwig, Louise, George and Phyllis Sheldon and the Howard Sheldon Estate. Minor interests are held by Richard H. and Edith Kaster and Pristine Springs Inc.

We request that all notices be sent to the mailing address of the majority owners. This mailing address is as follows:

Irle Ranch, Inc.
P.O. Box 443
Buhl, Idaho 83316

Please confirm this mailing address change in writing. Thank you.

Sincerely,



Phyllis Sheldon
Secretary
Irle Ranch

encl.

RECEIVED
APR 08 1993

January 15, 1992

HOWARD SHELDON ESTATE
RICHARD H KASTER
EDITH KASTER
PRISTINE SPRINGS INC
WILLARD B SHELDON
HEDWIG SHELDON
LOUISE SHELDON
GEORGE SHELDON
PHYLLIS SHELDON
RT 1 BOX 1204
FILER ID 83328

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 36-07538

Dear Permit Holder:

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

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

Sincerely,

Karen L. Gustafson
Secretary/Records Manager

c: IDWR - Region

Enclosure

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JAN 21 1992



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

January 13, 1992

Pristine Springs Inc.
Willard B., Hedwig, Louise, George, and Phyllis Sheldon
Howard Sheldon Estate
Richard H. and Edith Kaster
Rt. 1, Box 1204
Filer, ID 83328

Re: Permit Nos. 36-07537 and 36-07538

Dear Permit Holders:

We acknowledge receipt of the correspondence transferring ownership of the above referenced water rights to you. We have modified our computer records to reflect this change in ownership. This appeared to be the intent of the assignment; however, if anyone disagrees, please contact the Department within fifteen (15) days.

In the event any action will be taken pertaining to these rights, ALL PARTIES WILL HAVE EQUAL STANDING AS THE AUTHORIZED RIGHT HOLDERS OF RECORD and SIGNATURES MUST BE OBTAINED FROM ALL RIGHT HOLDERS or a legal representative appointed by all right holders.

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

Sincerely,

PAMELA SKAGGS
Technical Records Specialist

PS:blm

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APR 08 1993

RECEIVED

STATE OF IDAHO

For Office Use Only
Amt. of Fee \$ 600.00
Date 10-25-91
Receipt No. 5013815
Received by J. Eggleston

OCT 25 1991

Department of Water Resources
Southern Region OfficeDEPARTMENT 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. 36-07538 Telephone No. 326-5687
2. Name(s) of Permit Holder(s): Pristine Springs, Inc., an Idaho Corporation
3. Post Office Address: Route 1, Box 1204, Filer, ID 83328
4. Source of Water: Briggs Springs
 - a. If ground water, well driller's name: N/A Date drilled: _____
 - b. Pump horsepower: _____ Pressure (psi): _____ Dynamic pumping level (ft.): _____
5. Extent of Use:

Domestic _____ (No. of households)	Irrigation _____ (No. of acres)
Stockwater _____ (No. and type of stock)	Other <u>Fish propagation</u>
6. Total rate and/or volume for which proof is submitted 30 cfs _____ acre/feet
7. Refer to the approval conditions on your permit and respond accordingly:

Measuring device:	Required? <u>X</u> Yes <u> </u> No	Installed? <u>X</u> Yes <u> </u> No
	OR	
Flow Measurement Port:	Required? <u> </u> Yes <u>X</u> No	Installed? <u> </u> Yes <u> </u> No
8. Fee Enclosed: \$ 600.00 (See License Examination Fee Schedule)
9. Person to contact to accompany the Department representative during the field examination:

<u>Richard Eggleston</u>	<u>326-5687</u>
Name	Telephone No.
<u>Route 1, Box 1204, Filer, ID 83328</u>	
Address	

MICROFILMED

JAN 21 1992

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.

Pristine Springs, Inc.

10/24/91
DateBY Richard Eggleston
Signature (and title if on behalf of a company or organization)Executive Vice President
and General Manager

ANALYSIS SHEET
FOR
PROOF OF BENEFICIAL USE

Permit No. 36-07538

Reviewed by Klg

Date 1/13/92

GENERAL CONSIDERATIONS

TYPES OF USE

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

fish propagation
Correct Uses? yes

SOURCE OF WATER

✓ Surface water source
Ground water source

NA Drilling permit required?

/ Copy in the file? Drilling Permit No. _____

/ Amount paid for permit _____ Correct?

/ Well log in the file?

LICENSE EXAMINATION FEE

yes Required?
600 Amount Submitted
yes Correct?

MEASURING DEVICE

yes Required?
yes Installed?
Waiver requested?

PRIORITY CALCULATION

Date proof received	<u>10/25/91</u>	<u>298</u>
Date proof due	<u>9/1/91</u>	<u>- 244</u>
No. of days late		<u>= 54</u>
Priority Date	<u>4/16/75</u>	<u>+ 106</u>
New Priority Date	<u>6/9/75</u>	<u>160</u>

DEFICIENCIES OR ACTION ITEMS

*proof acceptable -
needs an order*

DATA ENTRY

New Address _____

Proof Made 10/25/91
1/15/92 Klg

January 13, 1992

Pristine Springs Inc.
Willard B., Hedwig, Louise, George, and Phyllis Sheldon
Howard Sheldon Estate
Richard H. and Edith Kaster
Rt. 1, Box 1204
Filer, ID 83328

Re: Permit Nos. 36-07537 and 36-07538

Dear Permit Holders:

We acknowledge receipt of the correspondence transferring ownership of the above referenced water rights to you. We have modified our computer records to reflect this change in ownership. This appeared to be the intent of the assignment; however, if anyone disagrees, please contact the Department within fifteen (15) days.

In the event any action will be taken pertaining to these rights, ALL PARTIES WILL HAVE EQUAL STANDING AS THE AUTHORIZED RIGHT HOLDERS OF RECORD and SIGNATURES MUST BE OBTAINED FROM ALL RIGHT HOLDERS or a legal representative appointed by all right holders.

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

Sincerely,

PAMELA SKAGGS
Technical Records Specialist

PS:blm

RECORDED

JAN 21 1992

MEMORANDUM

To: Files 36-7537 and 36-7538
From: L. Glen Saxton
RE: SHELTON FAMILY OFFICE VISIT
Date: November 18, 1991

On November 15, 1991, four (4) members of the Sheldon family visited the state office in Boise in connection with the above referenced permits. They had been referred to this office after visiting the department's Twin Falls office.

The visit was in connection with the recent assignment of the permits from Mary Brush Crupper to Pristine Springs and the Sheldon's submittal of information to Southern Regional office on November 8, 1991, objecting to the assignment.

After a lengthy discussion with the Sheldons, I determined that their interest in this matter is to have their name on the two water right permits. The justification pointed to by the Sheldons that they own a part of the water right permits is found under item 19, paragraph c on page 11 of a "Lease Agreement and Settlement Stipulation and Order" dated July 1988, in a case entitled Peter H. Burno v. Willard E. Shelton et. al. The language reads as follows:

"The parties agree that no water filings can be made in regard to the Briggs Creek Ranch without the agreement of all parties concerned. This shall apply to water filings in regard to water that flows on, across or effects the Briggs Creek Ranch."

At the conclusion of the meeting with the Sheldons, I advised that I would review the two permits with respect to their contention that they own part of the permits.

The language in the 1988 settlement and agreement is written so general that it can be interpreted several ways including applicability to only new "filings" or perhaps to filings such as an amendment or proof of beneficial use in connection with an existing permit. Page 12 of the agreement and stipulation more specifically identifies the parties' intent in terms of ownership of the permits.

The major problem with the 1988 settlement and agreement is

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JAN 21 1992

that the "parties" does not include the permit holder of record which was Wes and Muriel Trounsen prior to some assignments. While the information in the file shows that the Trounsens only owned about 5% of the land, there is nothing to show that they did not own all of the water right permit or conversely, that the Sheldons and the other land owners owned a proportion shares of the water right permits. The letter of Robert Williams dated February 15, 1989, discusses back ground data in this matter pretty well.

I discussed the concept of real property (license) v. personal property (permit) with the Sheldons. This explanation did not rest any concerns of the Sheldons who continue to want their name on the permit.

I gave ^{the Sheldons} a copy of the proofs filed in October 1991 by Pristine Springs, Inc. the alast assignee of the permits.

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JAN 21 1992

Karen 11.1.91
We do hereby protest the assignment of Water Permits 36-07537 & 36-07538 to Pristine Springs Inc. ~~_____~~ **GMS**

The permit should be in the name of Irle Ranch, Inc., ~~Richard~~ Pristine Springs, Inc., and Richard & Edith Kaster. We won complete control over these permits in a court case from about 1988. A copy of the judgment is attached. Pristine Springs (Rick Eggleston) was supposed to meet us today to assign the permits correctly, but failed to do so; we are therefore forced to submit this protest in order to correct this problem.

Sincerely,

George M. Sheldon

George M. Sheldon
CEO, Irle Ranch Inc.

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NOV 08 1991

Department of Water Resources
Southern Region Office

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JAN 01 1992

Court Settlement

Page 11
Lines 12-16

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NOV 08 1991

Department of Water Resources
Southern Region Office

JEFF STOKER, P.A.
733 Addison Avenue
P.O. Box 1597
Twin Falls, ID 83303-1597
(208) 734-8452

Attorney For: Sheldon's/McCormick's

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * *

PETER H. BURNO dba THE BURNO)
BOILER AND ENGINE WORKS)

Plaintiff,)

-vs-)

WILLARD B. SHELDON and)
spouse, et. al.)

Defendants.)

LEASE AGREEMENT AND SETTLEMENT
STIPULATION AND ORDER

#19972 and consolidated cases
#19615, #20194, #20004, #20287,
#19918

AND RELATED CASES

* * *

This stipulation and agreement is made and entered into
this ____ day of _____, 1988, by and between George
and Phyllis Sheldon; Howard and Louise Sheldon; Willard B. and
Hedwig Sheldon; and Randy and Nancy McCormick, hereinafter
collectively referred to as "lessors", and Richard and Edith
Kaster, hereinafter referred to as "lessees".

WITNESSTH:

JAN 21 1992

1. Court Settlement: This agreement is made and entered
into as a result of a stipulated settlement of certain lawsuits
filed in Gooding County which lawsuits involve the lessors and
lessees. The following is intended to set forth the terms of the
stipulated settlement and to regulate and control the actions of
the parties in regard to the Briggs Creek Ranch.

AGREEMENT AND STIPULATION -1-

1 2. 1974 Lease: To the extent that any terms of the 1974
2 lease, entered into between the parties, is not in conflict with
3 the terms of this stipulation then said 1974 lease terms shall
4 be controlling in regard to the rights and responsibilities of
5 the parties.

6 3. Two Acre Parcel: Lessors agree to convey to lessees
7 all of their right, title and interest in and to a two acre
8 parcel which 2 acre parcel shall include the hydro electric
9 plant presently located on the Briggs Creek Ranch. Lessors will
10 convey and release all of their right, title and interest in
11 and to said hydro electric plant, in and to the 70cfs of water
12 right for hydro electric purposes, permit number 36-7973, and
13 will release all of their interest in and to the Idaho Power
14 contract, the FERC exemption and all equipment and fixtures
15 which are affixed to the hydro electric plant or used in the
16 hydro electric plant. Lessors also agree to grant an easement
17 for ingress and egress on the main road to the hydro plant, an
18 easement for conveying water to the hydro plant and such ease-
19 ments as are necessary for the head works, penstock and power
20 lines which pertain to the hydro plant.

21 a) The two acre parcel, hereinbefore referred to, shall
22 be identified by a surveyor to be hired by the lessees. (It is
23 agreed that lessor shall be consulted concerning the actual
24 layout of the two acre parcel.) *Dr. Jiff met them & talked.* In the event of any dispute in
25 this regard, then this matter will be submitted to the trial
26 court for a determination which determination will be considered
27 binding on all parties to this agreement, ~~without~~ appeal.

28 b) Lessees agree to provide easements to lessors for
AGREEMENT AND STIPULATION -2-

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JAN 21 1992

1 ingress and egress across the two acre parcel. Said easements
2 shall allow lessors access across the two acre parcel on the
3 roads that presently exist.

4 c) Lessees also grant lessors an easement across the two
5 acre parcel for transfer of water to the fish ponds. Said
6 easement is intended to be created to allow easements through
7 the pipelines that presently exist under the hydro electric
8 plant.

9 d) Lessees also grant lessors an easement for the use
10 of the raceway and tailrace for transfer of water from the hydro
11 plant to the fish ponds.

12 e) Lessors waive any claim or rights they may have in
13 and to the hydro electric plant, to any royalties that may
14 hereafter be paid on power generated by said plant or to any
15 royalties arising from any power heretofore generated by said
16 plant. Lessors also release any and all claims they may have
17 against the lessees for the construction of said hydro plant.

18 f) Lessees agree to pay the sum of \$125,000 to lessors
19 as consideration for this settlement of the lawsuits which have
20 arisen between the parties. This money shall be paid at the
21 time of the execution of all documents which may be necessary
22 to transfer the easements hereinbefore referred to and upon
23 the execution of this agreement by all parties. It is also
24 understood and agreed that no part of this payment is allocated
25 to attorney fees as each party has agreed to bear their own
26 costs and fees. Lessors agree to indemnify lessees and hold
27 lessees harmless from any claims on the part of the Healer
28 Estate for attorney fees rendered by John Healzer on behalf of

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21 1992

1 the lessors.

2 4. Fish Rental Payments: The provision of the 1974
3 fish lease shall control in regard to any fish crops that have
4 been raised and harvested as of this date for 1988 and shall
5 also apply to the fish crop currently being raised in the fish
6 ponds. / It is anticipated that the present crop shall be
7 harvested approximately September, 1988. Within 10 days
8 (following lessees receipt of payment for the September fish crop),
9 lessees shall pay to lessors 20% of the monies received for all
10 crops harvested in 1988. Following the September, 1988 crop the
11 fish rent payment shall be as hereinafter set forth.

12 a) The fish rent to be paid shall be based on the following
13 formula with said rent payments to be paid directly to lessors
14 (without any allocation to the lessees for their 20% ownership
15 interest in the Briggs Creek Ranch.) The formula is as follows:

16 30% of the gross gain payments ~~or~~ \$16,000, whichever is
17 greater shall be paid as fish rental. Provided, however,
18 that in any year where the 30% of gross gain is less than
19 \$16,000 then Kaster's will pay 30% ~~or~~ \$7,000 whichever is
20 greater. This provision shall be applicable to no more
21 than 4 years of the remaining years in the lease. Kaster
22 shall have the right in any year that the 30% payment is
23 less than \$16,000, to pay the \$16,000 minimum to avoid
24 having it attributed to the 4 years wherein the minimum
25 rental required may be less than \$16,000.

26 b) Lessees agree to use their best efforts to keep the
27 existing ponds fully stocked with fish.

28 c) Time of payment: All payments shall be made to lessors
directly by the fish company that stocks the ponds. Said fish
producers (shall be directed by lessees,) in writing, to pay 20%
of all monies due to the lessors. Said payments shall be made
directly to lessors at address to be provided to the fish
producer. (I provided such to Harold Johnson on July 28)

have Kaster's
given Stokes
a copy

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JAN 21 1992

1 d) The Fish producer shall be directed to make one check
2 payable to Nancy McCormick. The fish producer will also be
3 requested to send appropriate accountings to Nancy McCormick
4 along with the check, said accountings to reflect the amount of
5 fish produced in poinds, the conversion factor, and such other
6 information as may be necessary to properly inform lessors of
7 the fish produced during any given period of time.

8 e) In the event payments made by the farm pond producer
9 during any calender year are insufficient to satisfy the minimum
10 obligation set forth above then lessees shall have until January
11 15th to pay (the remaining amount due to satisfy the minimum
12 requirement. In the event the final crop is harvested during
13 the month of December, in any given year, then the lessees shall
14 have until February 15th to pay the minimum rental due for said
15 year,

16 5. Other Production Methods: In the event lessees
17 utilize a method of trout production other than the farm pond
18 method then lessees shall pay as rental the customary rental
19 rate existing in the fish industry based on the production method
20 utilized. However, the minimum payments as set forth in para-
21 graph 4(a) shall still be applicable regardless of which production
22 method is used. Payments to the lessors, under any alternative
23 production method, shall be made by the producer or trout
24 purchaser and shall be payable in a single check to Nancy McCormick.

25 6. Improvements and Maintenance: The lessee shall have
26 the right to make improvements to the fish ponds. If ~~any~~ such
27 improvements are made they shall be at the sole expense of the
28 lessees. In the event any improvements are made by lessees then,

I - inquire as to
notability rate
in Km. dist ponds

due < Jan
15
following
year

MISSOURI
JAN 21 1992

1 upon termination of this lease for any reason, the lessees shall
2 not be entitled to bring any claim for unjust enrichment and all
3 improvements shall revert to the lessors with the understanding
4 that 20% of such reversionary rights will belong to lessees
5 due to their 20% ownership interest in the real property.

6 7. Water: Lessors shall lease to lessees 70cfs of water.
7 This water shall be available to lessees for fish propagation
8 purposes. In the event a determination is made by any appropriate
9 government agency or court that less than 70cfs for fish prop-
10 agation is available then the minimum rent shall be reduced
11 proportionately.

12 a) In the event the lessors allow more than 70cfs to flow
13 into the penstock then lessees may utilize said additional water
14 without additional compensation to the lessors.

15 b) It is understood that the 70cfs of water includes
16 lessees 20% undivided interest in the current water rights.

17 8. Assignment of Lease: Lessees shall not be entitled
18 to assign their rights under this lease agreement without lessors
19 prior written consent which consent shall not be unreasonably
20 withheld. However, it is agreed that under no circumstances
21 shall the lease be assigned to the following individuals, or any
22 of them: Earl Hardy, Ken Ellis, George Lemmon, or Wes Trounsen.

23 9. Lessess Residence: Lessees shall be allowed to reside
24 in the home on the leasehold premises and may continue to have a
25 trailer parked on the leasehold premises during the term of the
26 lease. No other residence shall be allowed on the leasehold
27 premises without the written consent of the lessors.

28 a) During the time that lessees reside on the property

REPRODUCTION
JAN 21 1992

"yearlings"
1 and during the term of this lease, lessees, and anyone residing
2 in the trailer, shall not have more than 6 large animals with 6
3 yearlings on the property at any given time.

4 10. Maintenance of Premises: Lessees agree to maintain
5 the leasehold premises reasonably free of garbage and discarded
6 items. Lessees agree to keep the premises in a clean and orderly
7 condition.

8 11. Liens: In the event any form of lien is filed as a
9 result of the lessees operation of the fish ponds or as a result
10 of any improvements instituted by the lessees then lessees, at
11 their sole cost and expense, and upon request, shall provide
12 the lessors a defense to any foreclosure action and shall indemnify
13 and hold lessors harmless from any such lien or foreclosure
14 action. The filing of a lien against the property shall not
15 constitute a breach of this lease so long as lessees comply with
16 the terms of this paragraph.

17 12. Trees and Firewood: Lessees shall not cut any live
18 trees or otherwise destroy vegetation on the premises. However,
19 it is recognized that there are dead trees already existing on
20 the premises. It is understood and agreed that lessees shall
21 have the right to cut such dead trees for personal firewood
22 purposes for the residences. Any firewood cut by the lessees
23 shall be cut by the lessees family members and not by non-family
24 members.

25 13. Other Business Enterprises: It is agreed that lessee
26 shall not operate any business enterprise upon the leased
27 premises except the fish propagation business. Lessee shall not
28 engage in the selling of any gravel, firewood or other product

1 which may be produced by, or available on, the leased premises.

2 14. Lead Ditch: Lessees shall be responsible for
3 maintenance of the canals and ditches bringing water to the hydro
4 plant and to the fish ponds during the term of this lease. Upon
5 termination of this lease then the parties shall be responsible
6 for the maintenance of the ditch based on the amount of water
7 being used from the ditch, it being the intent of the parties
8 that the persons using water from the ditch shall pay a
9 proportionate share of costs for maintenance of the lead ditch
10 based on use of water from said ditch.

11 15. Maintenance of Fish Ponds: Lessee shall maintain
12 the fish ponds in as good a condition as they are presently in,
13 reasonable wear and tear excepted.

14 16. Termination Option: Lessees shall have the option,
15 upon 30 days written notice to lessors, to terminate this lease
16 arrangement, said termination to be effective as of the end of
17 the calender year. Upon such termination lessees will vacate
18 the leasehold premises and shall remove any items of personal
19 property from the premises. In the event of such termination
20 lessees shall have no lease obligation for subsequent years.

21 a) In the event of involuntary termination of this
22 lease, lessees shall have no obligation for rental payments for
23 calender years subsequent to the year the lease is involuntarily
24 terminated.

25 17. Taxes: Lessees shall pay all aquifer and real
26 property taxes assessed against the leased property and/or
27 assessed against the water used thereon. In the event any
28 aquifer assessments are made for water used for irrigation for

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JAN 21 1992

1 purposes not involving the leased property then the amount
2 assessed against said non-fish producing water right shall be
3 paid by the lessors with lessees having a 20% responsibility
4 for said obligation(s) based on lessees ownership interest in
5 the property.

6 18. Default: Any violation of the terms of this agree-
7 ment by lessees shall constitute a default of this agreement.
8 Upon any such default lessors shall have the rights provided in
9 the 1974 lease except that the following provision shall apply
10 in regard to notification to the lessees.

11 a) In the event of a non-monetary breach then lessors
12 shall serve a 90 day written notice upon lessees of any such
13 default. Lessees shall have 90 days in which to cure said
14 default before lessors shall be allowed to pursue any remedy
15 that they may have available to them under the 1974 lease or
16 under the laws of the State of Idaho.

17 In the event of a second non-monetary breach, of an
18 identical nature, then the notice and cure period shall be 30
19 days.

20 In the event of a third identical breach then lessors shall
21 not be required to provide any notice or cure period.

22 b) In regard to any breach involving a monetary obligation
23 then lessors shall have no duty to provide any form of written
24 notice to the lessees and lessors shall have the right to
25 immediately proceed with such remedies as may be available under
26 the 1974 lease or in accordance with Idaho law.

27 c) A monetary breach is defined as any breach by the
28 lessees which involves the payment of funds to any person or

1 organization by the lessees.

2 d) The parties agree that the filing of any form of
3 bankruptcy by the lessees shall also constitute a non-monetary
4 breach of the lease.

5 19. Tenant-In-Common Matters and Release: This agreement
6 constitutes a settlement of all pending claims or lawsuits between
7 the parties.

8 a) The parties recognize that lessees own a 20% undivided
9 interest in the property. Each party agrees to cooperate with
10 one another in regard to expenses related to the maintenance
11 of the non-leasehold property.

12 b) The parties agree that lessors shall have, in the
13 exercise of their majority interest, management rights over the
14 property except that said management rights shall not apply to
15 the leasehold property during the term of the lease. Lessors
16 shall have a duty to inform the lessees of any activities
17 concerning the non-leasehold property.

18 1) Lessors agree that they will not make any expenditure
19 in excess of \$500 without lessees prior written consent. The
20 lessors also agree that they shall not make any expenditure over
21 and above the total of \$1,000 per year without the lessees prior
22 written consent.

23 2) In the event lessors and lessees cannot agree as
24 to any expenses necessary for the maintenance of the property
25 then the matter shall be submitted to binding arbitration.
26 Said arbitration shall be conducted by each of the parties naming
27 an arbitrator with the two named arbitrators selecting a third.
28 The three arbitrators so named, shall then review the contested
AGREEMENT AND STIPULATION

1 matter and enter a determination as to whether or not the
2 disputed expenditure should be made. Each party agrees to pay
3 50% of any costs attributable to any such arbitration.

4 3) The parties agree that in the event any expenditure
5 is made which exceeds the \$500 per expenditure and/or the \$1,000
6 per year without prior written approval from the lessees or without
7 utilizing the arbitration procedure that the person or persons
8 making the expenditure shall not be entitled to reimbursement.
9 The person making such reimbursement, however, shall be entitled
10 to recoup such expenditure from any new income that may be
11 generated by the improvement or expenditure.

12 c) The parties agree that no water filings can be made
13 in regard to the Briggs Creek Ranch without the agreement of
14 all parties concerned. This shall apply to water filings in regard
15 to water that flows on, across or effects the Briggs Creek
16 Ranch.

17 d) As part of the settlement the parties agree that no
18 signatory to this agreement, or their heirs or assigns, shall
19 institute an action for partition during the term of this lease.
20 Upon termination of this lease, for whatever reason, any party,
21 or their heirs or assigns, shall have the right to proceed with
22 a partition action in accordance with Idaho law.

23 e) Lessees have paid the sum of \$10,558.83 to Jeff Stoker's
24 Trust Account on behalf of the lessors. It is agreed that this
25 amount shall be retained by the lessors except that lessors
26 shall bring current any unpaid aquifer assessments. This shall
27 not include any aquifer assessment for 1988. Said \$10,558.73
28 shall also be considered as full payment of any rental obligations
under the 1974 lease through and including 1987.

1 f) The parties agree that all water rights, including
2 water permits or applications, shall be owned by the parties as
3 tenants-in-common. This includes the two Trounsen water rights
4 and all fish propagation rights but does not apply to the permit
5 for 70cfs of water for hydro power purposes.

6 g) In reference to any income on the non-leasehold
7 property, the parties agree that said income shall be split
8 according to ownership interests. In the event income from
9 any given year is received then lessees shall receive their
10 share of said income on or before the 15th day of January of
11 the next following year.

12 h) Lessors and lessees agree that they will exercise their
13 best efforts to maximize income from the non-leasehold property
14 during the term of the lease and thereafter.

15 i) This settlement also represents a settlement of any
16 and all claims or potential claims that may exist between
17 the parties for any expenses arising in regard to maintenance
18 of the property owned in common by the parties.

19 j) In regard to administrative matters relating to
20 the lease agreement and/or related to the tenant-in-common
21 relationship between the parties, it is agreed that lessees
22 may contact Nancy McCormick and Nancy McCormick will have
23 authority to act on behalf of the lessors in regard to such
24 matters.

25 k) Lessors agree that their irrigator shall use his best
26 efforts to use only such water as may be necessary for irrigation
27 purposes and to avoid interruption of the water flow to the hydro
28 electric facility and the fish ponds.

1 DATED this _____ day of July, 1988.

2
3 _____
4 Nancy McCormick

5 _____
6 Randy McCormick

7 _____
8 Willard B. Sheldon

9 _____
10 Hedwig Sheldon

11 _____
12 Howard Sheldon

13 _____
14 Louise Sheldon

15 _____
16 George Sheldon

17 _____
18 Phyllis Sheldon

19 _____
20 Richard H. Kaster

21 _____
22 Edith Kaster

23 Attorneys signatures approving content:

24 _____
25 Jeff Stoker

26 _____
27 Larry Prince

28 _____
Stephen Beane

AGREEMENT AND STIPULATION

MICROFILMED
JAN 21 1992
-13-

1 DATED this _____ day of July, 1988.

2
3 _____
4 Nancy McCormick

5 _____
6 Randy McCormick

7 _____
8 Willard B. Sheldon

9 _____
10 Hedwig Sheldon

11 _____
12 Howard Sheldon

13 _____
14 Louise Sheldon

15 _____
16 George Sheldon

17 _____
18 Phyllis Sheldon

19 _____
20 Richard H. Kaster

21 _____
22 Edith Kaster

23 Attorneys signatures approving content:

24 _____
25 Jeff Stoker

26 _____
27 Larry Prince

28 _____
JAN 21 1992 Stephen Beane

1 STATE OF IDAHO)
2) ss.
County of _____)

3 On this _____ day of July, 1988, before me, the under-
4 signed, a Notary Public for Idaho, personally appeared RANDY
AND NANCY MCCORMICK, known or identified to me to be the persons
5 whose names are subscribed to the foregoing instrument, and
acknowledged to me that they executed the same.

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

8
9 Notary Public for Idaho
Residence: _____
Commission expires: _____

10

11 STATE OF IDAHO)
12) ss.
County of _____)

13 On this _____ day of July, 1988, before me the under-
14 signed, a Notary Public for Idaho, personally appeared WILLARD
B. AND HEDWIG SHELDON, known or identified to me to be the
15 persons whose names are subscribed to the foregoing instrument,
and acknowledged to me that they executed the same.

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

18
19 Notary Public for Idaho
Residence: _____
Commission expires: _____

20

21 STATE OF IDAHO)
22) ss.
County of _____)

23 On this _____ day of July, 1988, before me the under-
24 signed, a Notary Public for Idaho, personally appeared HOWARD
SHELDON, known or identified to me to be the person whose name
25 is subscribed to the foregoing instrument, and acknowledged to
me that he executed the same.

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

28

Notary Public for Idaho
Residence: _____
Commission expires: _____

JAN 21 1992

1 STATE OF IDAHO)
2 County of _____) ss.

3 On this _____ day of July, 1988, before me the under-
4 signed, a Notary Public for Idaho, personally appeared LOUISE
5 SHELDON, known or identified to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged to
me that she executed the same.

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

8
9 Notary Public for Idaho
10 Residence: _____
Commission expires: _____

11 STATE OF IDAHO)
12 County of _____) ss.

13 On this _____ day of July, 1988, before me the under-
14 signed, a Notary Public for Idaho, personally appeared GEORGE
15 AND PHYLLIS SHELDON, known or identified to me to be the persons
whose names are subscribed to the foregoing instrument, and
acknowledged to me that they executed the same.

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

18
19 Notary Public for Idaho
20 Residence: _____
Commission expires: _____

21 STATE OF IDAHO)
22 County of _____) ss.

23 On this _____ day of July, 1988, before me the under-
24 signed, a Notary Public for Idaho, personally appeared RICHARD H.
25 AND EDITH KASTER, known or identified to me to be the persons
whose names are subscribed to the foregoing instrument, and
acknowledged to me that they executed the same.

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

28
JAN 21 1992
Notary Public for Idaho
Residence: _____
Commission expires: _____

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ORDER

Based on the stipulation of the parties, the Court orders that judgment is hereby entered incorporating all of the terms of said settlement agreement.

DATED this ____ day of July, 1988.

Judge Granata

RECEIVED
JAN 21 1988

STATE OF IDAHO
COUNTY OF GOODING

I hereby certify that the foregoing is a true copy of
the original instrument on file in my office.

Dated **SEP 18 1990**

JOHN A. MYERS
District Court Clerk

By

Deputy Clerk

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR
GOODING COUNTY**

**PETER H. BURNO, d/b/a THE BURNO
BOILER AND ENGINE WORKS,**

Plaintiff,

vs.

**WILLARD B. SHELDON, et ux.,
et al.,**

Defendants.

Case No. 19972

(Consolidated with No. 19615,
(No. 19918, No. 20004, No. 20194
(and No. 20287

DECISION AND ORDER RE SHELDONS'/
McCORMICKS' MOTION TO COMPEL
EXECUTION OF SETTLEMENT DOCUMENTS
AND REQUEST FOR ATTORNEY'S FEES

THIS MOTION was heard before the above-entitled court
in Burley, Cassia County, Idaho, on September 9, 1988, with the
Honorable George Granata Jr., District Judge, presiding. Jeff
Stoker, Attorney at Law, appeared for the Sheldons and
McCormicks; Stephen W. Beane, Attorney at Law, appeared for the
Kasters; and Larry Prince, Attorney at Law, appeared for Zion's
Credit Corporation. The court heard oral argument, ultimately
taking the matter under advisement on September 23, 1988, after
the preparation of the settlement transcript. Being advised in
the law and in the premises, the court issues the following
Decision and Order:

Decision & Order

**RECEIVED
JAN 21 1992**

DECISION

The parties herein were given fourteen (14) days after the hearing on September 9, 1988, to discuss the proposed Amendment and Clarification to Lease Agreement and Settlement Stipulation (hereinafter called the Amendment and Clarification), a copy of which is attached hereto as Exhibit C. All of the parties have signed the Lease Agreement and Settlement Stipulation and Order (hereinafter called the Settlement Stipulation), a copy of which is attached hereto as Exhibit A. The parties were, however, given the additional 14 days to consider signing the Amendment and Clarification as well. The parties were advised by the court that if they could not agree as to the signing of the Amendment and Clarification, the court would order the preparation of the settlement transcript, which oral settlement agreement was entered into and presented to this court on June 20, 1988. The court would then review the transcript, the Settlement Stipulation, and decide whether the Amendment and Clarification (Exhibit C), or any parts thereof, were reasonably contemplated clarifications and within the scope of any of the provisions of the Stipulation Settlement (Exhibit A), as well as being consistent with the settlement transcript. As mentioned above, all of the parties have signed the Settlement Stipulation, but have not been able to agree, and nor have all signed, the Amendment and Clarification.

After reviewing the Settlement Stipulation and the settlement transcript, the court first determined that the Settlement Stipulation (Exhibit A) is consistent with the

JAN 21 1992

settlement transcript presented in open court on June 20, 1988. Second, the court will examine the proposed Amendment and Clarification (Exhibit C), as well as the letters sent by the Sheldons and McCormicks² and Zions Credit Corporation concerning the proposed documents needed to implement the Settlement Stipulation. The court decides these matters, as follows:

I.

As to the Amendment and Clarification, the court will strike proposed 7(c), in that such is encompassed in No. 7 of the Settlement Stipulation, page 6, lines 6-11.

The court will also strike proposed 9(a), because it restates No. 9(a), page 6, line 28 - page 7, line 3, of the Settlement Stipulation. Proposed 9(b) will also be stricken, in that it is not part of the settlement transcript.

Proposed 17(a), 18(c) and 18(e) are, however, acceptable, as reasonably contemplated by the agreement set forth in the Settlement Stipulation in No. 18, page 9, line 27 - page 10, line 4.

Although the settlement transcript does not address prior notice of the lessors' intent to enter into any agreement relating to the nonleased property, this court believes that such prior notice is reasonable and would help prevent further litigation in this regard. However, because prior notice, as suggested by proposed 19(b), is not mentioned in the settlement transcript, this court will not require that proposed 19(b) become part of the Settlement Stipulation.

MICROFILMED

Finally, the court determines that proposed 19(f) is also reasonably contemplated by the Settlement Stipulation in No. 19(f), page 12, lines 1-5. Therefore, the Amendment and Clarification will be allowed, but only as to proposed paragraphs 17(a), 18(c), 18(e) and 19(f), as reflected in Exhibit B, prepared by this court and attached hereto.

II.

In order to effectuate the settlement agreement reached by the parties in open court on June 20, 1988, the parties understood that certain additional documents would have to be signed. Consistent with that, Zions Credit Corporation submitted six (6) proposed documents relating to the easements, the conveyance of property, the release of claims, etc. (See Mr. Prince's letter of September 21, 1988.) The Sheldons and McCormicks have submitted a letter, dated September 23, 1988, from their new attorney Mr. Decker, commenting upon these proposed documents.

As to item No. 1 of Mr. Decker's letter, the Sheldons and McCormicks agreed on June 20, 1988, to grant to the Kastars all easements necessary for the operation of the hydroelectric plant. (Transcript, at 5.) The measurements determined by J-U-B Engineers, Inc., are reasonable and necessary for the maintenance of the road and canal. Therefore, Sheldons/McCormicks' request, stated as item No. 1, will be denied.

The court will also deny requested items No. 2, 3, 4, 5, 6, 7 and 9, in that they are not part of the settlement transcript.

Items No. 8 and 10 are, however, acceptable as reasonable clarifications to the Settlement Stipulation. Items No. 12 and 13 will also be allowed, since Zions Credit Corporation does not object. Therefore, the court will allow proposed items No. 8, 10, 12 and 13, as stated in Sheldons/McCormicks' letter of September 23, 1988.

In accordance with the court's decision concerning Item No. 1 above, the survey previously prepared by J-U-B Engineers will be incorporated into the final judgment of this case.

ORDER

NOW, THEREFORE, THE ABOVE IS SO ORDERED.

IT IS FURTHER ORDERED that the Amendment and Clarification to the Settlement Stipulation (Exhibit B), as determined above, be performed as part of the Lease Agreement and Settlement Stipulation and Order (Settlement Stipulation; Exhibit A), and that Exhibit B be signed by all of the parties.

IT IS FURTHER ORDERED that Mr. Prince alter, if necessary, the proposed documents, so as to be consistent with this Decision and Order, that were previously submitted to the parties by Mr. Prince's letter dated September 21, 1988, which include (1) Grant of Easement from the Sheldons and McCormicks to the Kasters; (2) Bargain and Sale Deed from the Sheldons and McCormicks to the Kasters; (3) Release of Claims; (4) Grant of

RECORDED
JAN 21 1992

Easement from the Kastars to the Sheldons and McCormicks; (5) Stipulation concerning Violet Miller's judgment lien; and (6) Judgment concerning Violet Miller's judgment lien; and finally prepare a new page 16 to the Settlement Stipulation (Exhibit A), which page should contain an Order, which is consistent with this Decision and Order and should additionally order that the J-U-B Engineers survey, referred to above, be incorporated into the judgment of this case. (Documents (5) and (6) above have already been signed and are therefore not in controversy.)

IT IS FURTHER ORDERED that the above documents reflecting the easements, the conveyance of property, the release of claims, etc., be executed by the appropriate parties, if not done so already, within fourteen (14) days from the date these documents are received by such parties.

IT IS FURTHER ORDERED that if any of the above documents not be executed by the appropriate parties within 14 days of the date such documents are received, such will be deemed executed, upon the subsequent signing of an order by this court. (Mr. Prince may submit a proposed order in this regard, as to any unsigned documents, after the 14 days have elapsed, should the documents not be signed as ordered herein.)

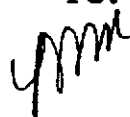
IT IS FURTHER ORDERED that a title report be prepared, consistent with item 12 above.

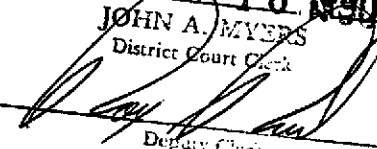
IT IS FURTHER ORDERED that requested attorney fees, as to this motion, be denied.

IT IS FINALLY ORDERED that the Sheldons and McCormicks,
the Kastars, and Zions Credit Corporation each pay one-third
(1/3) of the costs of preparation of the settlement transcript.

DATED this 18TH day of October, 1988.


GEORGE GRANATA JR.
District Judge

 Pc: Jeff Stoker, Attorney at Law
Stephen W. Beane, Attorney at Law
Larry Prince, Attorney at Law
Fred W. Decker, Attorney at Law

STATE OF IDAHO
COUNTY OF GOODING } ss
I hereby certify that the foregoing is a true copy of
the original instrument on file in my office.
Dated SEP 18 1990
JOHN A. MYERS
District Court Clerk
By 
Deputy Clerk

NOT RECORDED

JAN 21 1992



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

October 25, 1991

Pristine Springs, Inc.
4075 N. 2000 E.
Filer, ID 83328

RE: Assignment of Permits #36-07537 & 36-07538

Dear Permit Holder:

The Department acknowledges receipt of the warranty deed signed by Larry Crupper and Mary Brush Crupper that assigns all of the above referenced water rights to you. Our records have been updated to reflect the change.

You should be aware, however, that proof of beneficial use was due September 1, 1991 on both permits. The permits are currently in lapse status, and are of no further force nor effect. In order to readily reinstate the permits, an acceptable proof of beneficial use or an acceptable request for extension of time must be submitted to the Department on or before November 1, 1991 for 36-07537 and within 60 days of mailing of the lapse notice for 36-07538.

For your convenience a copy of the proof due letter and lapse notice have been enclosed along with the necessary forms. Thank you for your prompt attention to this matter.

Sincerely,

PAMELA SKAGGS
Technical Records Specialist

Enclosure

MICROFILMED

JAN 21 1992

ACTION REQUIRED

FROM: Jim Stanton

TO: Permits Section 10-21-91

Permits 86-7537, 7538 are ~~now~~ assigned via Warranty deed attached. New owners will file proof of extension shortly.

RECORDED

JAN 21 1992

138783
June 30, 1991

MARY BRUSH CRUPPER
5117 MEMORY DR.
EL PASO, TX 79932

PROOF DUE NOTICE

RE: PERMIT NO. 36-07538

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before September 1, 1991. (See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

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

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

SINCERELY,

Rita Fleck
Secretary/Records Manager

Enclosures

MICROFILMED

JUL 10 1991

June 6, 1991

Re: Permit No. 36-7538

Mary Brush Crupper
5117 Memory Dr.
El Paso, TX 79932

Dear Water Right Holder(s):

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

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

Sincerely,

SHARLA CURTIS
Technical Records Specialist

SC:blm

MICROFILMED

JUL 10 1991

LAW OFFICES
DECKER AND HOLLIFIELD, P.A.

FRED D. DECKER
WILLIAM R. HOLLIFIELD

249-THIRD AVENUE EAST
P. O. BOX 66
TWIN FALLS, IDAHO 83303-0066
TELEPHONE (208) 734-5610 • 734-2950

September 5, 1990

Rita I. Fleck
Secretary/Records Manager
Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, Idaho 83720

RECEIVED
SEP 19 1990

Department of Water Resources

Re: Permit Nos. 36-7837 and 36-7838

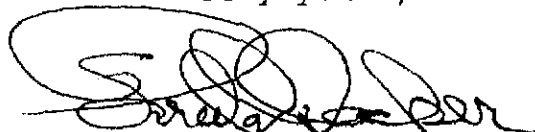
Dear Mrs. Fleck:

This is in response to your letter of September 4, 1990, to Mrs. Nancy McCormick in Buhl. The request for extension of time was filed by the owner/managers of the water rights under the District Court Order settling litigation with respect to the ownership and control of these permits. Copies of the Court orders and the letter Mrs. Nancy McCormick wrote to R. Keith Higginson, Director, May 28, 1990, concerning these permits are enclosed for your reference and information. Mrs. McCormick has been trying to clarify the ownership and control of these permits for the Director for some time with out much effect.

Please conform the Department records with the Court Orders in these cases to show that the permits are owned by the appropriate Sheldons, McCormicks, Kasters, Crupper and Trounson interests in accordance with the Court Orders. If you wish certified copies of these Court Orders, please let us know. We would be glad to provide them.

Please call if you have any question about these requests to clarify and correct the Department records.

Sincerely yours,


FRED D. DECKER

cc Nancy McCormick
Richard Kaster
Wes Trounson

JUL 10 1991

Called 9-21-90 & requested
enclosures.

Called 10-23-90 & again
requested enclosures. 

September 13, 1990

Wes Tounson
Rt. 2 Box 108
Wendell, ID 83355

Dear Mr. Tounson:

Re: Permit No. 36-7538

Enclosed is a copy of the approved request for extension of time. The time within which to submit proof of beneficial use is extended to August 1, 1991.

The department has granted this extension based on due diligence. It is important that you work diligently toward the completion of this project during the construction period allowed. The department may not be able to grant additional requests.

Sincerely,

RITA I. FLECK
Secretary/Records Manager

Enclosure

MICROFILMED

JUL 10 1991

EXPENDITURE VOUCHER

AUDITOR USE

STATE OF IDAHO
Office of State Auditor

AGENCY USE

2665
Date 09/05/90
Code 193002

VENDOR: If you require additional information regarding this payment, please contact the State agency listed below.

AGENCY NAME: DEPT. OF WATER RESOURCES

Document No.	
Pre-Audit	Date
Warrant No.	

PAY.

NANCY MCCORMICK
PO BOX 109
BUHL, ID 83316

TO

CHECK ONE:

(1) MISCELLANEOUS EXPENDITURE

() STATE CONTRACT

() PURCHASE ORDER

() MISCELLANEOUS
ENCUMBRANCE REQUISITION

PAYMENT: () PARTIAL () FINAL

Encumbrance Reference No.

LINE No.	PROGRAM	FUND	ACCT.		DESCRIPTION	LINE AMOUNT	AGENCY USE
			Ma	Min			
1	05 40 199	1238	88	31	REFUNDS PER RITA FLECK WR# 36-7537/36-7538 9/ 4/90 30.00	30.00	

NOTE: Final payment must be accompanied by a receiving copy

TOTAL

TO STATE AUDITOR

Request is hereby made that a warrant be authorized and drawn in payment of the item or items described above. I hereby certify that the items described were ordered by proper authority; that they are necessary in the public service, that the items have been received and accounted for, and that the account as stated is correct and just.

AUDITOR'S CERTIFICATE

I hereby certify that the above account is in proper form; that totals carried hereon are correct; that receipts when required by law or regulation of the State Board of Examiners covering items for which reimbursement is asked are submitted herewith; and that there are funds in the state treasury and balances in appropriation accounts out of which the same may be lawfully paid.

September 4, 1990

Nancy McCormick
P. O. Box 109
Buhl, ID 83316

Dear Ms. McCormick:

Re: Permit Nos. 36-7837 and 36-7538

Returned are the two request for extension of time forms receipted in the Southern Regional office on January 31, 1989. The department has been holding the requests without action until now.

Wes Trounson is the permit holder of record. The permits are considered as his property. Since you are not the parties of record, the department will not take action on these requests and instead is returning them with the \$30 refund.

I have submitted the paperwork for the refund to the Accounting staff. You should receive the refund in several weeks.

If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

RITA I. FLECK
Secretary/Records Manager

Enclosures

c: Accounting

MICROFILMED

JUL 10 1991

MEMORANDUM

DATE: September 4, 1990

TO: FISCAL SECTION

FROM: Nina Shields or Rita Fleck

RE: REFUND - Permit Nos. 36-7537 and 37-7538

Please prepare a refund of \$30.00 (receipt No. S006184). Attached is a copy of a letter which explains why the refund is necessary.

Also, please reference the identification number on any papers returned to me for the file. Thanks.

Attachments: letter
receipt

RECEIVED

JUL 10 1991

MEMORANDUM

To: Rita
From: Glen *WJ*
RE: ACTION ON EXTENSION REQUESTS FOR 36-7537 AND 36-7538
Date: August 3, 1990

A request for an extension of time is pending on each of the above referenced files. I have requested the submittal of information from attorney Robert E. Williams to attempt to determine whether an extension of time based on litigation is appropriate and if so, evidence to show the length of time to grant the extension. The information has not submitted. The file definitely shows that litigation has occurred but the applicability of the litigation to a Section 42-204 extension has not been shown.

Action which appears appropriate includes the following:

36-7537 - Acknowledge receipt of the assignment of the permit from Wes Trounson to Mary Brush Crupper.

- Approve the extension request submitted by Wes Trounson on Jan 04, 1989 for a one year period. This approval needs to be coordinated with a continuation order to be prepared by Tim for the same one year period.
- Return the extension request submitted in the name of Nancy McCormick et. al. since they are not the permit holders of record.

36-7538 - This permit is still in the name of Wes Trounson.

- Approve the extension request for one year to make the proof due date for this permit and permit 36-7537 the same.
- Return the extension request submitted in the name of Nancy McCormick et. al. since they are not the permit holders of record.

Note that the year being granted is to give the permit holders the benefit of the doubt since evidence to definitely justify the extension request and the term has not been provided.

MICROFILMED

JUL 10 1991

STAFF REVIEW SHEET - EXTENSION OF TIME

Permit No. 36-7538Reviewed by [Signature]Date 8-10-90

BASIC INFORMATION

3 Date stamp received
3 Extension received timely (not too early not too late)
3 Fee received and receipted
3 Name and signature same as permit
1 Address change

BASIS FOR EXTENSION REQUEST

 Has adequate work been completed to demonstrate due diligence?
 Has the cost incurred been adequate to demonstrate an intent to complete the project?

2 Has the permit been involved in litigation?

a. Swan Falls _____ Dismissed from Swan Falls _____
 Other _____ Identify _____

b. Is supporting documentation needed to complete the file? _____
 Requested _____

c. Calculate the period of delay

Date litigation completed _____

Date litigation began _____

Total period of delay = _____

Present proof due date + _____

NEW PROOF DUE DATE = _____

 Is delay by a government agency?

Is supporting documentation needed to complete the file? _____
 Requested? _____

ACTION TAKEN Recommend approval until Sept. 1, 1991 based on litigation.

W/A Reinstate Date extension received _____ = _____
 Proof due date _____ = _____
 No. of days late _____ = _____
 Priority date _____ = + _____
 ADJUSTED PRIORITY DATE _____ = _____

DATE ENTRY

 Change proof due date _____ Address change
 Priority date change _____

March 7, 1989

Robert E. Williams
Attorney at Law
117 So. Adams St.
P.O. Box 168
Jerome, ID 83338

RE: PERMITS 36-7537 AND 36-7538 - WES TROUNSON

Dear Mr. Williams:

As a follow-up to our telephone conversation today, I am forwarding some blank assignment forms for potential use in connection with the above referenced water right permits. As I described, the permits are the personal property of Mr. Trounson and only Mr. Trounson as presently shown by department records.

The permit holder of record is the only party authorized to perform certain actions associated with a permit, such as file the required proof of beneficial use, amend the permit if needed, etc. Since the property is apparently owned by several parties, it appears reasonable that Mr. Trounson should assign the permit in a manner to more properly reflect the owners of the permit.

In connection with the pending request for extension of time submitted by Mr. Trounson, it is my understanding that you will submit evidence to show the beginning and ending dates of past litigation which clearly can be shown to affect the interests of Mr. Trounson in development of the permit. This information is required as the basis on which to determine the extent of time which can be granted in connection with the proof of beneficial use due date.

Please feel free to contact me if you have questions.

Sincerely,

L. GLEN SAXTON, Chief
Water Allocation Bureau

Encl: 2

c: S. Region

MICROFILMED

JUL 10 1991

FREDERICKSEN & WILLIAMS
ATTORNEYS AT LAW
117 SOUTH ADAMS STREET
P. O. BOX 168
JEROME, IDAHO 83338

EUGENE D. FREDERICKSEN
ROBERT E. WILLIAMS, III

AREA CODE 208
324-2303

February 15, 1989

RECEIVED
FEB 16 1989

Department of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise, Idaho 83720

Department of Water Resources

Attention: Rita I. Fleck

Dear Ms. Fleck:

RE: Permit Nos. 36-7537 and 36-7538

This letter is written on behalf of my client, Wes Trounson, with regard to his application for extension of time with respect to the above referenced permits. This letter will supplement Mr. Trounson's application by providing the information you requested in your letter to Mr. Trounson of January 9, 1989.

I am enclosing with this letter copies of pleadings which demonstrate some of the issues raised in this complex litigation. The final case represented the consolidation of six different cases pending in Gooding County, Idaho, Fifth Judicial District Court, under the case numbers 19972, 19615, 20194, 20004, 20287 and 19918. The original litigation to which my clients, Larry Crupper and Mary Brush Crupper and Wes Trounson, were not party, was commenced by Williard E. Sheldon and others against Richard Kaster in 1984. Peter Burno's foreclosure of mechanic's lien against all parties involved commenced in 1986. Larry and Mary Brush Crupper's complaint foreclosing their contract seller's interest in real property commenced the same year. Also, that same year, Zion's Leasing Company and the Lockhart Company sought relief against all parties with respect to construction of a hydro-electric facility and related water rights, energy contracts, and permits related thereto.

A brief factual synopsis of this matter is as follows:

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JUL 10 1991

Briggs Creek Ranch, a parcel of real property abutting the Snake River in Gooding County, Idaho, was acquired through inheritance by the members of the Sheldon/Brush family through their deceased parents. As some of the original heirs passed away, their interests in the real property were fractionalized among their own heirs. ? possibly

Richard Kaster acquired a leasehold interest in the entire real property in 1974. The lease gave him the right to use existing water rights on the real property for the production of fish. Mr. Kaster proceeded to construct wasteways and other improvements to the real property which would allow him to pursue his livelihood of fresh fish propagation for commercial purposes. In 1984, Mr. Kaster acquired 20% fee ownership in the real property representing the 5% undivided interest of four different members of the Sheldon/Brush family. Mr. Kaster ultimately acquired and recorded a deed from two of the family members. However, he defaulted on contracts for the purchase of the 5% undivided interest of Wes Trounson and Larry and Mary Crupper, who had sold Mr. Kaster their interests pursuant to a contract of sale with deed in escrow.

In the early 1980s, Kaster acquired a water right for the production of hydro-electric power in connection with his fish propagation facility on the leased property. He had designed and constructed a hydro-electric power facility and negotiated a firm energy sales contract with Idaho Power Company under the firm's co-generation program. The facility came on line in the mid-80s.

Peter H. Burno designed and supplied turbines and related equipment for the facility. He was not timely paid by Kaster. Burno filed a mechanic's lien on the site of the construction of the hydro-electric facility and commenced a legal action to foreclose it. The Sheldon family, except for the four individuals whose interests had been purchased by Kaster, became disenchanted with Kaster as to his conduct of the fish propagation operation and also because they believed that Kaster had constructed the hydro-electric facility in contravention of their lease. The Sheldons instigated litigation to require the termination of the lease with Kaster and also sought to have certain rights of the Sheldons

Microfilm
JUL 10 1991

established in the firm energy sales contract with Idaho Power, the hydro-electric water right, and related permits. In 1986, Kaster defaulted in this obligations to my clients, the Cruppers and Wes Trounson. The Cruppers commenced to foreclose their contract interest against Kaster and to have the rights of the parties established in the real property. Zion's Leasing Company and the Lockhart Company, who had been the primary financiers for the construction of the hydro-electric project, then sued all parties seeking to establish their priority in interest in the hydro-electric facility itself, the firm energy sales contract, the hydro-electric water permit, and related rights. All these actions were then combined into the consolidated case which I have mentioned.

In July, 1988, on the eve of trial, the parties entered into a tentative settlement. Thereafter, various disputes concerning the settlement arose. As of this date, a final settlement agreement between Richard Kaster, Larry and Mary Crupper, and Wes Trounson has not been executed. The Sheldon family, Kaster, Zion's Leasing Company, and the Lockhart Company have signed documents suggesting that a final settlement of their differences has been reached but from my last information, still a few loose ends to clear up before that matter can be considered final. In that settlement, the water rights under Permit Nos. 36-7537 and 36-7538 have been addressed, at least obliquely, by the Sheldon family insisting that all parties claiming an interest in the real property must combine together in order to make any further water filings or prove the same up. Since all parties in ownership have undivided interests (the land has not been partitioned into separate identifiable interests for each party), cooperation to avoid the kind of litigation which has taken place the last four years is necessary.

As part of the Crupper and Trounson contracts, Kaster had agreed to acquire certain small amounts of acreage containing the gravesite of Mr. Trounson's deceased wife, Myriel. The contracts also addressed certain water rights that would allow the improvement and maintenance of those parcels. Family members have also discussed the utilization of existing improvements delivering water for fish propogation, hydro-electric purposes to place additional water under beneficial use. The fruition of these arrangements has been necessarily delayed by the litigation which I have described in my letter. I might note that at the time the original water

FILED
JUL 10 1991

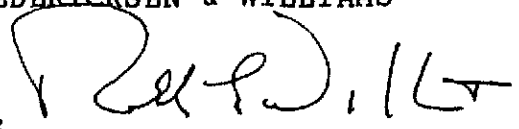
Dept. of Water Resources
February 15, 1989
Page Four

printed applications were filed by Wes Tounson, he owned only an undivided 5% interest in the real property to which the water rights are appurtenant. The fact that Nancy McCormick and others have also filed for extension of time under the existing applications is fully consistent with the positions they have taken throughout the litigation to the effect that even though the water permit application is in the name of Tounson, they and all other land owners have some beneficial interest therein.

If I can be of any further assistance to you in this matter, please advise me.

Very truly yours,

FREDERICKSEN & WILLIAMS

BY: 

ROBERT E. WILLIAMS III

REW:rlw
encls.

MICROFILMED

JUL 10 1991



(208) 536-2043

Route 2 Box 108

Mendell, Idaho 83355

Wes & Lucille Trownson 11 January 1989

Department of Water Resources

Rita I. Fleck, Secretary/Records Manager

1301 North Orchard Street, Statehouse Mail

Boise, Idaho 83720

RECEIVED
JAN 23 1989

Department of Water Resources

Dear Rita,

Thanks for your letter of January 9th. As my attorney has all the records I am requesting him to submit to your office all necessary documents in order that I may ^{be} granted an extension on Permits Nos. 36-7537 and 36-7538.

I may add that this extensive litigation between many parties concerning the Briggs Creek property have made it impossible to develop the water as I had planned. But now that the litigation has been settled between all parties I know that my water plans will go ahead as planned.

My attorney is: Robert E. Williams III, Attorney at Law
P O Box 168, Jerome, Idaho 83338. Phone # 324-2303.

Thanks for your kind help as in the past.

Sincerely yours,

Wes Trownson

MICROFILMED
JUL 10 1994



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 334-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

January 9, 1989

Wes Trownson
Rt. 2 Box 108
Wendell, ID 83355

Dear Mr. Trownson:

RE: Permit Nos. 36-7537 and 36-7538

This office acknowledges receipt of the requests for extension of time received in this office on January 4, 1989.

In order for the department to grant an extension request based on litigation, sufficient documentation to determine when the litigation started; when if applicable, it was resolved and how the nature of the litigation brings the title of water into question. The one page of the pre-trial memorandum and the notice of appearance do not provide enough information to make this determination.

Please provide this information within thirty days.

If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

RITA I. FLECK
Secretary/Records Manager

MICROFILMED

SEP 20 1990

WES TROUNSON
RT. 2, BOX 108
WENDELL, ID 83355

November 30, 1988

138761

PROOF DUE NOTICE

RE: PERMIT NO. 36-07538

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before February 1, 1989. (See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

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

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

SINCERELY,

Rita Fleck
Secretary/Records Manager

Enclosures

MICROFILMED

SEP 20 1990



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

October 28, 1985

Wes Trounson
Rt. 2, Box 108
Wendell, ID 83355

Dear Mr. Trounson:

Re: Permit No. 36-7538

Enclosed is a copy of the approved request for extension of time. The time within which to submit the proof of beneficial use is extended to February 1, 1989.

The department would like to call to your attention some changes in Section 42-203, Idaho Code, effective July 1, 1985, of which you should be aware. Section 42-203B authorizes the director of the Department of Water Resources to limit the term of a permit or license for power purposes to a specific number of years. The code section states that in the determination of the number of years in the term, the director must consider:

- (a) The term of any power purchase contract which is, or reasonably may become, applicable to, such permit or license;
- (b) The policy of the Idaho Public Utilities Commission (IPUC) regarding the term of power purchase contracts as administered by the IPUC under and pursuant to the authority of the Public Utilities Regulatory Policy Act of 1978 (PURPA);
- (c) The term of any Federal Energy Regulatory Commission (FERC) license granted, or which reasonably may be granted, with respect to any particular permit or license for power purposes;
- (d) Existing downstream water uses established pursuant to state law.

Any license issued pursuant to a permit for power purposes will be subject to such a term.

The other major changes in Section 42-203, Idaho Code which bears on your permit is codified as Section 42-203D which is described as follows:

MICROFILMED

42-203D. Review of permits - Opportunity for hearing. (1) The department shall review all permits issued prior to the effective date [July 1, 1985] of this section, except to the extent a permit has been put to a beneficial use prior to July 1, 1985, to determine whether they comply with the provisions of chapter 2, title 42, Idaho Code. If the department finds that the proposed use does not satisfy the criteria of chapter 2, title 42, Idaho Code, then the department shall either cancel the permit or impose the conditions required to bring the permit into compliance with chapter 2, title 42, Idaho Code. If the department finds that the permit satisfies the criteria established in chapter 2, title 42, Idaho Code, then the department shall enter an order continuing the permit.

(2) The department shall provide an opportunity for hearing in accordance with section 42-1701A, Idaho Code, and sections 67-5209 and 67-5215, Idaho Code, for each holder of a permit that is proposed either to be cancelled or made subject to new conditions.

If you have any questions concerning this permit, please feel free to contact this office.

Sincerely,

RITA I. FLECK
Secretary/Records Manager

Enclosure

MICROFILMED

MEMORANDUM

October 21, 1985

TO: File 36-7838 Wes Trownson

FROM: L. Glen Saxton *LS*

In a discussion today with John Priester, (phone: 543-6691) engineer for Wes Trownson, I advised that the Department can and will grant an extension of time based on the delay caused by Case No. 18099. The complaint was filed in this case on January 7, 1981 and was dismissed on August 31, 1984. The amount of time granted in the extension would be the difference between the dates.

I also advised Priester that the Department wanted the information requested in my letter of June 12, 1985 to more fully document the file and to provide a more definitive description of the work to be accomplished. Priester advised he will be providing the information.

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MEMORANDUM

TO: File 36-7538

FROM: Jim Johnson *Jim*

DATE: October 11, 1985

RE: Telephone Conversation with John Priester of Priester Engineering
(1600 Main St., Buhl, ID 83316 ph. 543-6691)

On this date Mr. Priester called in follow-up to a request made by Mr. Wes Trouson, permit holder, to provide the Department with the information requested in previous correspondence.

Mr. Priester had a copy of correspondence dated 6/12/85 from Glen Saxton and a copy of correspondence dated 10/1/85, also from Glen. Mr. Priester was concerned that the 20 days allowed in the 10/1/85 correspondence was not sufficient time in which to complete an engineering plan of the proposed power production system and location of the diverting works, penstock and power plant, as identified in the 6/12/85 letter.

In reviewing the file further, I found correspondence dated 7/10/85 from Glen which responded to information provided by Mr. Trouson (6/28/85). Glen's correspondence requested Mr. Trouson to clarify what work had actually been accomplished since the permit had been approved.

Mr. Trouson, after receiving the 10/1/85 correspondence, apparently believed that the Department was requesting engineering plans to be submitted and therefore, contacted Mr. Priester to provide such. Since Mr. Priester did not have a copy of the 7/10/85 correspondence, he was not aware that the intent of the said correspondence was to request a summary of actual project development accomplishments, rather than for engineering plans, per se.

After apprising Mr. Priester of this, I suggested that he advise Mr. Trouson and then have him contact Mr. Saxton for clarification.

Mr. Priester was concerned that the remaining time left under the 10/1/85 correspondence may not be sufficient. I advised him that the 20 day limit was only to solicit a reasonable response period and that this telecon would be a showing that Mr. Trouson was responding to the request for information.

He should, however, contact Mr. Trouson and attempt to comply within the requested time. At Mr. Priester's request, a copy of this telecon memo is being sent to him.

MICROFILMED



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 334-4440

October 1, 1985

Wes Tounson
Route #2
Wendell, ID 83355

Re: Permit No. 36-7538

Dear Mr. Tounson:

This office has not yet received the information in connection with the above-referenced permit, which you advised in your September 3, 1985 letter you would be sending.

An Application for an Extension of Time is presently pending before the Department. Please forward within 20 days copies of information which shows the project has been pursued with due diligence.

If you have questions, please feel free to contact the Department.

Sincerely,

A handwritten signature in dark ink, reading "L. Glen Saxton". The signature is fluid and cursive, with the first name "L." and last name "Saxton" clearly legible.

L. GLEN SAXTON
Chief, Operations Bureau

1s

cc: Southern Region

MICROFILMED



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

SEPTEMBER 1, 1985

DEAR PERMIT HOLDER:

ACCORDING TO OUR RECORDS, YOU ARE THE HOLDER OF A WATER PERMIT ON WHICH PROOF OF BENEFICIAL USE OF WATER WAS NOT SUBMITTED BEFORE JULY 1, 1985, WHICH INDICATES YOUR PROJECT IS NOT COMPLETE. THEREFORE, YOU NEED TO BE AWARE OF CHANGES IN IDAHO LAW, EFFECTIVE JULY 1, 1985, WHICH IMPACT ALL WATER PERMITS ISSUED BY THIS DEPARTMENT.

SPECIFICALLY, PURSUANT TO SECTION 42-203D, IDAHO CODE, THE DEPARTMENT MUST REVIEW ALL PERMITS FOR WHICH DEVELOPMENT OF WATER USE WAS NO COMPLETED ON OR BEFORE JULY 1, 1985, TO DETERMINE IF THEY MEET THE NEW REQUIREMENTS OF CHAPTER 2, TITLE 42, IDAHO CODE. RULES AND REGULATIONS GOVERNING THE RE-EVALUATION OF PERMITS ARE NOT YET FINALIZED. HOWEVER, IF YOU COMPLETED THE DEVELOPMENT UNDER YOUR PERMIT BEFORE JULY 1, 1985, YOU SHOULD SUBMIT A PROOF OF BENEFICIAL USE STATEMENT, STATING THAT THE PROJECT WAS COMPLETED BEFORE JULY 1, 1985 SO THAT YOUR PERMIT WILL NOT BE SUBJECT TO THE REVIEW REQUIREMENTS OF SECTION 42-203D, WHICH READS AS FOLLOWS:

42-203D. REVIEW OF PERMITS - OPPORTUNITY FOR HEARING. - (1)THE DEPARTMENT SHALL REVIEW ALL PERMITS ISSUED PRIOR TO THE EFFECTIVE DATE [JULY 1, 1985] OF THIS SECTION, EXCEPT TO THE EXTENT A PERMIT HAS BEEN PUT TO BENEFICIAL USE PRIOR TO JULY 1, 1985, TO DETERMINE WHETHER THEY COMPLY WITH THE PROVISIONS OF CHAPTER 2, TITLE 42, IDAHO CODE. IF THE DEPARTMENT FINDS THAT THE PROPOSED USE DOES NOT SATISFY THE CRITERIA OF CHAPTER 2, TITLE 42, IDAHO CODE, THEN THE DEPARTMENT SHALL EITHER CANCEL THE PERMIT OR IMPOSE THE CONDITIONS REQUIRED TO BRING THE PERMIT INTO COMPLIANCE WITH CHAPTER 2, TITLE 42, IDAHO CODE. IF THE DEPARTMENT FINDS THAT THE PERMIT SATISFIES THE CRITERIA ESTABLISHED IN CHAPTER 2, TITLE 42, IDAHO CODE, THEN THE DEPARTMENT SHALL ENTER AN ORDER CONTINUING THE PERMIT. (2)THE DEPARTMENT SHALL PROVIDE AN OPPORTUNITY FOR HEARING IN ACCORDANCE WITH SECTION 42-1701A, IDAHO CODE, AND SECTIONS 67-5209 THROUGH 67-5215, IDAHO CODE, FOR EACH HOLDER OF A PERMIT THAT IS PROPOSED EITHER TO BE CANCELLED OR MADE SUBJECT TO NEW CONDITIONS.

YOU MAY OBTAIN PROOF OF BENEFICIAL USE FORMS FROM THE DEPARTMENT. IF YOU HAVE ANY QUESTIONS, PLEASE LET US KNOW.

SINCERELY,

L. GLEN SAXTON
CHIEF, OPERATIONS BUREAU

MICROFILMED

RECEIVED

SEP 6 1985

Department of Water Resources

3 Sept 85

WTS
Mr. L. Glen Saxton

Chief, Operations Bureau

Department of Water Resources

Statehouse, Boise, Idaho 83720

Dear Mr. Saxton,

RE: Permit No. 36-7538

I received your letter of July 10th. I will submit clarifying information as soon as possible. I am sorry that my letter of June 28th was misinterpreted as to speculation. I shall be glad to meet with you, explain the situation, and submit additional documents.

Presently there is litigation between my former brother-in-laws (Willard Sheldon, Howard Sheldon, and Myron Sheldon) and Richard Kaster. Thus this has added an additional delay to the water being used for beneficial purposes. I am not involved in any litigation.

I will check with your office in the near future and set a time that I could meet with you at your convenience.

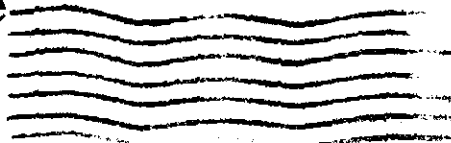
Sincerely,

Wes Trownson
Wes Trownson

MICROFILMED

Idaho State Senate

WEST TROUSON
ROUTE 2, BOX 108
WENDELL, IDAHO 83355
83355



Mr. L. Glen Saxton

Chief, Operations bureau

Department of Water Resources

Statehouse, Boise, Idaho 83720

MICROFILMED



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

July 10, 1985

Wes Trouson
Rt. 2, Box 108
Wendell, ID 83355

Re: Permit No. 36-7538

Dear Mr. Trouson:

This office has received and reviewed the information you submitted in response to my letter of June 12, 1985. A review of the file shows that an extension of time based on due diligence was granted by the Department on May 29, 1980, which extended the proof due date to June 1, 1985. The second extension of time request was submitted to the Department on April 14, 1985, with the additional information received on June 28, 1985.

Your letter of June 28, 1985, which suggests that engineering drawings have not yet been developed and will be furnished within a year of extension approval, is a potential problem. I could be misinterpreting your letter, but, as written, the letter suggests speculation to a certain extent if the plans have not already been prepared. Please clarify this by letter, and describe in detail the actual work associated with the development of the water right which has been accomplished since an extension of time has already been granted based on due diligence.

The Swan Falls matter has also caused additional review requirements for all permits of record. More specifically, Section 42-203D, Idaho Code, (effective July 1, 1985) requires the Director to review all existing permits to determine their compliance with Chapter 2, Title 42, Idaho Code. This review includes consideration of the new public interest criteria described in Section 42-203C, Idaho Code. Rules and regulations to further define procedures to "measure" permits against the new public interest criteria are presently being drafted.

MICROFILMED

Wes Trouson
July 10, 1985
Page 2

I might note, however, that Section 42-203D, Idaho Code, provides that the Director may cancel existing permits, add conditions, or may enter an order continuing a permit. The requirements of this code section are new and are in addition to those administered by the Department in the past.

Until rules and regulations are promulgated, the Department will hold the extension request without action. In the meantime, however, you could submit the clarifying information requested in this letter.

If you have questions, please feel free to contact the Department.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Glen Saxton". The signature is fluid and cursive, with the first name "L." being small and the last name "Saxton" being larger and more prominent.

L. GLEN SAXTON
Chief, Operations Bureau

cc: Southern Region

LGS/1s

MICROFILMED



(208) 536-2043

Route 2 Box 108

RECEIVED
JUN 28 1985

Wendell, Idaho 83355 Department of Water Resources

Wes & Lucille Trownson

28 June 1985

Mr. L. Glen Saxton

Chief, Operations Bureau

Department of Water Resources

450 West State Street

Boise, Idaho 83720

Dear Mr. Saxton,

Re: Permit No. 36-7538

This letter and allied papers will be delivered to your office by myself today. This information will set a timetable as suggested in your letter of the 12th.

Exhibit A.....A sketch of the proposed water use. A complete engineering drawing of the proposed fish propagation system will be furnished to your office within one year after the granting of the requested extension. A plan of the proposed power production system will be submitted at that time. Please note that the original application only requests power generation for 50 KW. This will be a single domestic power plant and not for Cogeneration.

Exhibits B & C are my copies from the original application

Exhibit D are documents that will show you that there is litigation going on this property that may slightly delay finalization of plans. I am not a party to any litigation at this time.

Exhibit E.....Letter from my bank showing my financial responsibility.

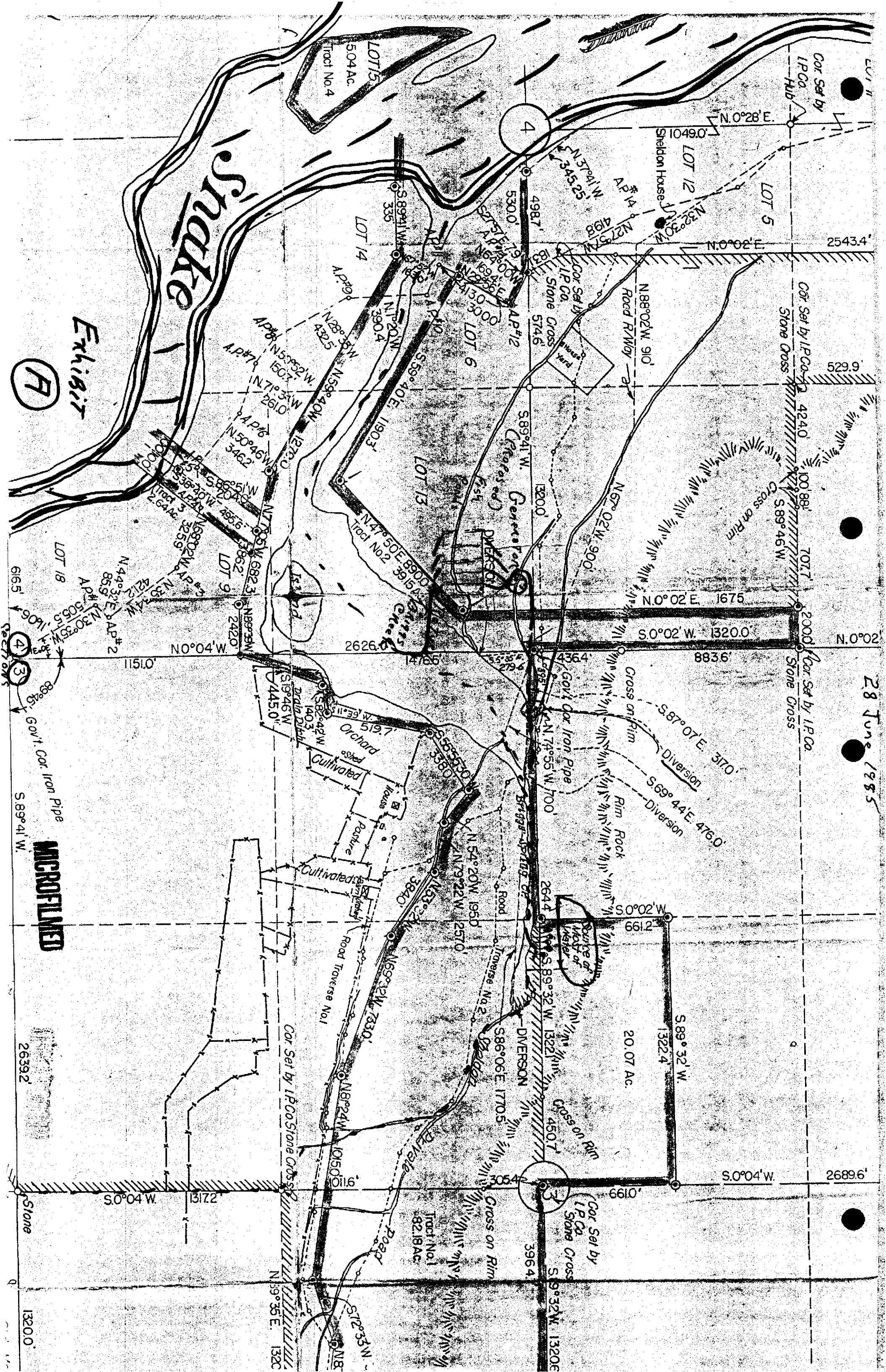
I shall be glad to furnish to your office any additional information that will expedite an extension.

Sincerely yours,

Wes Trownson
Wes Trownson

MICROFILMED

28 June 1985



MICROFILMED



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

SOUTHERN DISTRICT

Cecil D. Andrus
Governor

R. Keith Higginson
Director

1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301
(208) 734-3578

May 21, 1975

RE: Application No. 36-7538 - Wes & Myriel Trownson

Mr. Wes Trownson
Route #2
Wendell, Idaho

Dear Mr. Trownson:

In order to further consider your application for permit, we will require additional information not included with the above referenced application as follows:

1. A letter from a financial institution showing that you are financially able to complete the project as described in the application. (Section 42-203 of the Idaho Code)
2. A preliminary design of the hatchery facilities, indicating the size of raceways, general layout, the size of pipelines or other diversion works and such other information as will fully describe the method and means of diversion and verify the need for the quantity of water requested.
3. A justification, based upon the preliminary design and the estimated production of the hatchery, for the amount of water requested.
4. An estimated schedule of construction, giving dates for the start of construction, the finish of construction, and the date that full operation of the hatchery is anticipated.

You should be aware that all applications, if approved, will require the installation and maintenance of adequate measuring devices both at the point of diversion and the point of return of the water. These devices must be of a type approved by the Department; they can be of any generally recognized standard measuring device type. You should include the installation of these devices in your preliminary plans for construction.

We would appreciate receiving this information on or before June 20, 1975. Thank you for your cooperation in this matter.

Sincerely,

BOB HAYNES
Southern District Engineer
BH:cc

Exhibit

(B)

MICROFILMED

Wendell, Idaho 83355

17 June 1975

Mr. Bob Haynes

36-7538

Department of Water Resources

1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301

Dear Mr. Haynes:

I am enclosing the papers and documents that you requested in your letter of May 21st.

1. Enclosed is the letter from the Idaho 1st National Bank stating my financial responsibility.

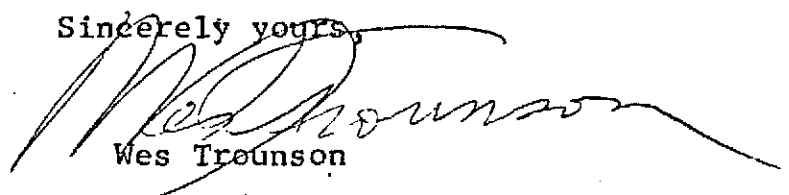
2. A preliminary design and plans are enclosed with the following explanation: A copy of the Conservation Agreement between the Gooding Soil Conservation District and us. Detailed plans will be drawn up by the District Engineer this summer and fall. I am enclosing supplemental maps which I am also furnishing the Soil Conservation District.

3. Thirty cubic feet per second of water is necessary for a reasonable fish operation. Larger fish operations such as Clear Lakes Trout, Clear Springs Trout, 1000 Springs Trout, etc are in the hundred of feet (CFS)

4. The following is the estimate of schedule: The Soil Conservation District will work on the engineering during the summer and fall of 1975. Construction is planned during the year of 1976. It must be noted that much of the diversion and ditches are already in use from the many years of former use by us. Full operation definitely will be made prior to the five year permit application.

We will work closely with your office at all times in improving the land and the use of the water. Thank you for your help.

Sincerely yours,



Wes Trounson

MICROFILMED

14 April 75

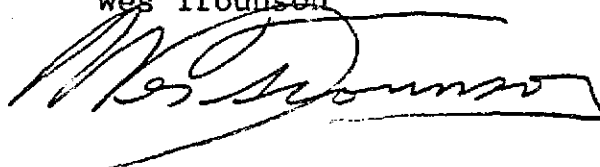
Department of Water Resources
1014 Blue Lakes Blvd. North
Twin Falls, Idaho 83301

I am returning the map marked as you requested. I have made a copy of the enclosed application so am returning this copy to you.

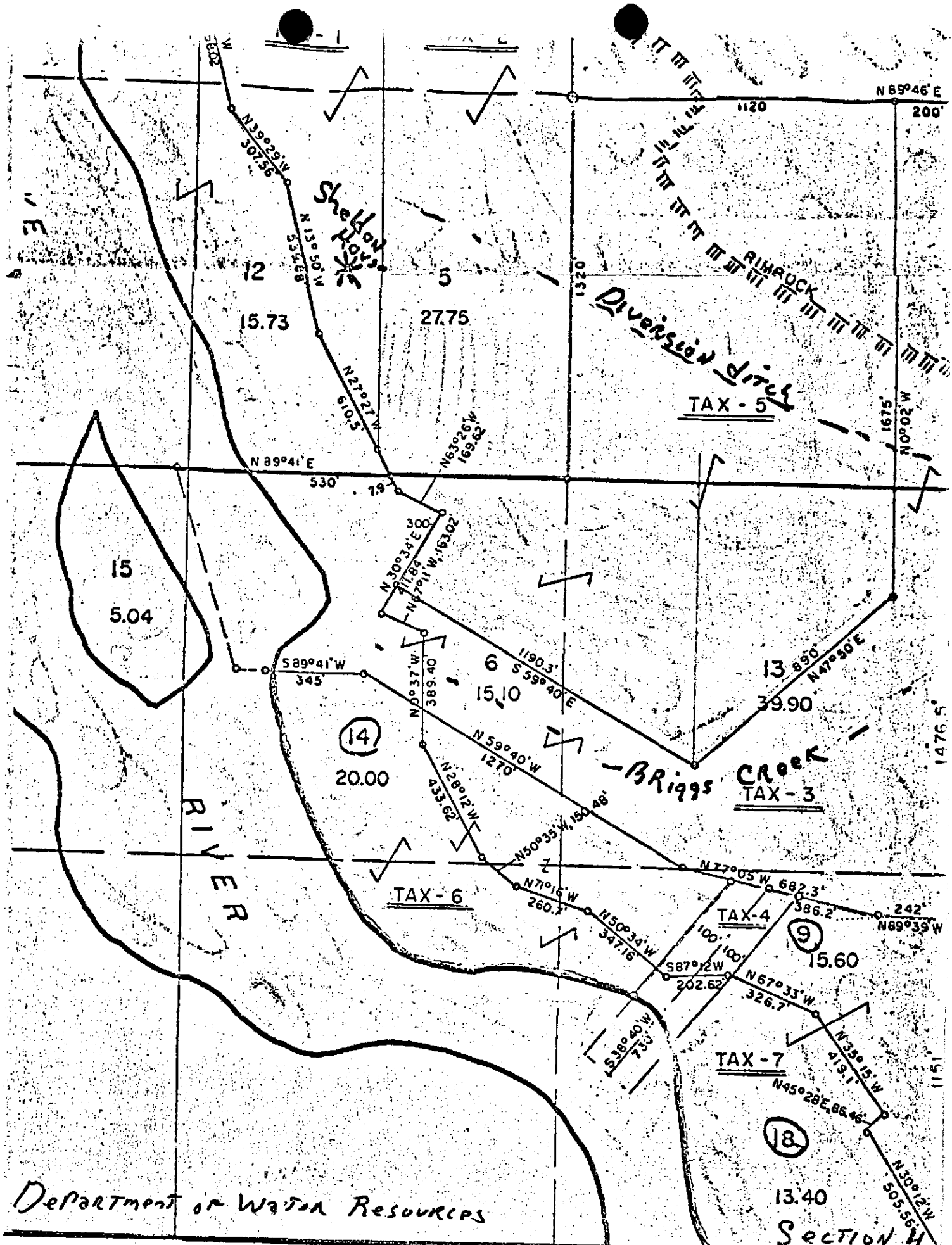
I have shaded in green the land as described in the application. In red I have marked the two diversion points. Please note that the scale is 16" equals one mile.

Sincerely yours,

Wes Trownson

A handwritten signature in dark ink, appearing to read 'Wes Trownson', written over a horizontal line.

MICROFILMED



Department of Water Resources

Application 11 APRIL 1975

Wes And/Or Myriel TROUNSON
10 Cubic Feet Per Second

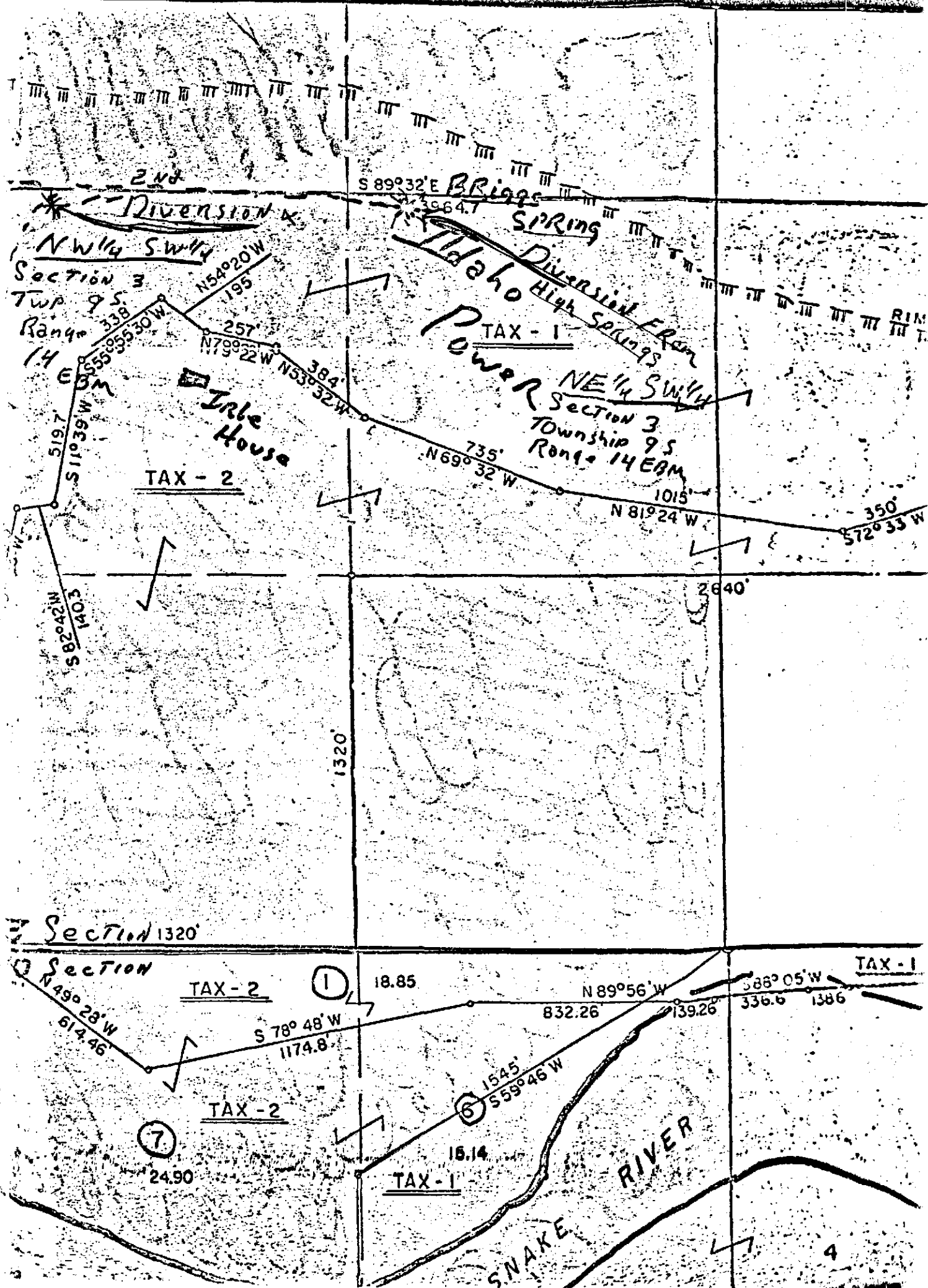
934-5666

Area Shaded in
Green Covers
Application descriptions

Lots are Circled O

Exhibit (C)

MOORE



MICROFILMED

STEPHEN W. BEANE

ATTORNEY & COUNSELOR AT LAW

June 12, 1985

824 W. FRANKLIN STREET
BOISE, IDAHO 83702
TELEPHONE: (208) 336-2690

Mr. John J. Healzer
Attorney at Law
141 First Ave. E.
P.O. Box 563
Jerome, ID 83338

Re: Myron, et-al vs. Richard Kaster
Our file no.: 1526

Dear John:

In response to your letter dated May 30, 1985 which I received June 10, 1985, now that we have petitioned to remove this case to Federal Court as of June 5, 1985, I do not believe it is appropriate for the state court to conduct any additional proceedings, including the Order to Show Cause hearing scheduled for June 17, 1985. Quite simply, it is our position that the U.S. Federal District Court has superior jurisdiction and that all future proceedings should be conducted in this forum. Therefore, in light of this fact, I am not in a position to sign your acceptance of service of the document.

Once you have arranged to have your Amended Complaint filed with the U.S. District Court, we will then proceed to Answer the Complaint. It is also my understanding that Wes Trownson and other owners of a portion of the undivided interest in the property intend to oppose your client's actions as they feel this litigation is detrimental to their best interests.

Very truly yours,


Stephen W. Beane

SWB/tb

CC: Richard Kaster
Wes Trownson

Exhibit

(17)

MICROFILMED

1 JOHN J. HEALZER
Attorney at Law
2 141 First Ave. E.
P.O. Box 563
3 Jerome, ID 83338
Tel. No. 208/324-8131
4 Attorney for Plaintiffs

5
6 IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
7 STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

8 GEORGE MYRON and PHYLLIS SHELDON,)
HOWARD L. and LOUISE SHELDON,)
9 WILLARD and HEDY SHELDON and)
NANCY L. and RANDY McCORMICK,)
10)
Plaintiffs,)

11 vs.)

C O M P L A I N T

12 RICHARD KASTER,)
13)
Defendant.)

14 COME NOW The Plaintiffs and for their cause of action
15 against the defendant, state and allege as follows:

16 I.

17 At all times mentioned herein plaintiffs were owners of
18 real property located in Section 4, Township 9 South, Range 14
19 East of the Boise Meridian in Gooding County, Idaho, said property
20 commonly and variously known as the Briggs Creek Ranch and Briggs
21 Creek property.

22 II.

23 At all times mentioned herein the defendant was a resi-
24 dent of Gooding County, Idaho.

25 III.

26 Over the course of more than one year the defendant has

1 occupied portions of the above-referenced (Briggs Creek) property
2 and has utilized the same for the apparent purpose of
3 constructing a hydro electric power plant upon the same.

4 IV.

5 In connection with the above referenced construction,
6 the defendant has caused roads to be built, has altered stream
7 flows, and has generally undertaken a course of conduct to alter
8 the condition of the plaintiff's property.

9 V.

10 The plaintiffs have repeatedly requested that the defen-
11 dant enter into an agreement for lease of the subject property
12 for the purpose of undertaking construction of the above-
13 mentioned power plant but the defendant has failed and refused to
14 enter into any agreement for compensating the plaintiffs for use
15 of their land. The interference with and alteration of plain-
16 tiffs' property is continuing. The plaintiffs have no adequate
17 remedy at law to protect against the continued trespass upon and
18 alteration of their property and plaintiffs have, and will in the
19 future, incur irreparable harm as a result of the defendant's
20 activity.

21 VI.

22 Plaintiffs have incurred and will the future incur mone-
23 tary damage as a result of the alteration of the property and
24 damage to natural habitat.

25 VII.

26 The plaintiffs have repeatedly requested that the defen-

1 dant enter into an agreement for use of the subject property for
2 power plant construction which agreement would address the nature
3 and extent of any alteration of the property by defendant and the
4 compensation to be paid plaintiffs for use of the property in
5 conjunction with construction and operation of the above-
6 referenced power plant. Despite these repeated requests, defen-
7 dant has failed and refused to enter into any such agreement.

8 VIII.

9 The plaintiffs have been required to retain the law
10 offices of John J. Healzer to pursue this cause of action and as
11 a consequence of the defendant's failure to enter into any
12 agreement relative to the use of plaintiff's property for power
13 plant construction while continuing to damage and alter the
14 plaintiffs' land. The defendant's action under the circumstances
15 is unreasonable.

16 WHEREFORE, Plaintiffs pray for judgment against the
17 defendant against defendant as follows:

18 1. Damages in such amount as the Court may find is
19 appropriate for repairing so much as it is possible the altera-
20 tions which have been made to the plaintiffs' land including
21 streams.

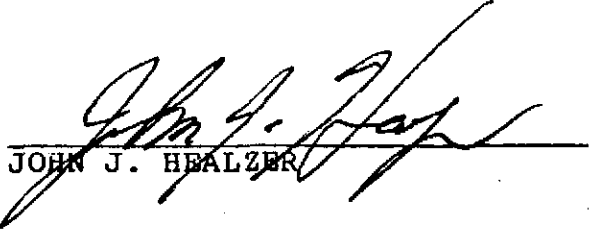
22 2. The Court enter a permanent injunction against the
23 defendant ordering defendant to cease and desist from further
24 trespassing upon or interfering with plaintiffs' property and
25 ordering defendant to remove from plaintiffs' property all tools
26 equipment, and improvements associated with the construction of

1 the hydro electric power plant.

2 3. The Court issue a preliminary injunction enjoining
3 the defendant from further possession of the plaintiffs' pro-
4 perty, alteration of the plaintiffs' land, or construction of the
5 hydro electric power plant during the pendency of this action and
6 until such time as the permanent injunction may issue.

7 4. For the costs of this action, a reasonable attorneys
8 fee and such further relief as the Court may seem just.

9 DATED This 7th day of November, 1984.

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13 JOHN J. HEALZER
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1 JOHN J. HEALZER
2 Attorney at Law
3 141 First Ave. E.
4 P.O. Box 563
5 Jerome, ID 83338
6 Tel. No. 208/324-8131
7 Attorney for Plaintiffs

8 IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
9 STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

10 GEORGE MYRON and PHYLLIS SHELDON,)
11 HOWARD L. and LOUISE SHELDON,)
12 WILLARD and HEDY SHELDON and)
13 NANCY L. and RANDY McCORMICK,)

14 Plaintiffs,)

15 vs.)

16 RICHARD KASTER,)

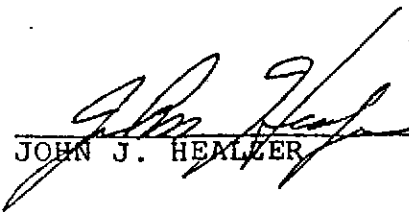
17 Defendant.)

Case No. _____

MOTION FOR ORDER TO
SHOW CAUSE WHY
PRELIMINARY INJUNCTION
OR TEMPORARY RESTRAINING
ORDER SHOULD NOT ISSUE

18 COME NOW The Plaintiffs in the above captioned case and
19 move this Court for an Order to show cause why the defendant
20 should not be restrained from the continued possession of the
21 plaintiffs' property and why defendant should not be enjoined
22 from any further construction of a hydro electric power plant upon
23 plaintiffs' property. In support of this Motion, the plaintiffs
24 attach their respective Affidavits.

25 DATED This 14th day of March, 1984.

26

JOHN J. HEALZER



June 26, 1985

WENDELL OFFICE

L. Glen Saxton
State of Idaho
Department of Water Resources
State Office
450 W. State Street
Boise, Idaho

Re: Application No. 36-7538
Wes Trownson

Dear Mr. Saxton:

I have reviewed Wes Trownson's application No. 36-7538. From my position I feel the applicant is financially able to handle this project within the scope of his own personal resources.

Mr. Trownson has dealt with this office for a number of years and all dealings have been handled in a very satisfactory manner. I feel his financial and moral risk to be excellent.

Sincerely,

A handwritten signature in cursive script that reads "C. W. Brown".

C. W. Brown
Assistant Manager - Wendell Office

CWB/rb

Exhibit
(E)



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 334-4440

5
June 12, 1984

Wes Trownson
Rt. 2, Box 108
Wendell, ID 83355

Dear Mr. Trownson:

Re: Permit No. 36-7538

This office has received and reviewed the request for extension of time submitted in connection with the above-referenced permit. The permit was issued for a total of 30 cfs to be used for power and fish propagation purposes.

A review of the file shows that insufficient information has been provided relative to the proposed power and fish propagation uses. Information that is required to qualify the permit for extension is as follows:

1. An engineering plan or drawing of the proposed power production system including the location of the diverting works, penstock and power plant.
2. An economic feasibility analysis of the proposed power use.
3. A timetable of anticipated compliance with filing requirements of the Federal Energy Regulatory Commission (FERC).
4. An engineering drawing of the proposed fish propagation system including sizes and locations of raceways.

Also be advised that if the above information is submitted and the request for extension of time is approved, the water right will be subordinated to junior consumptive water uses and will be subject to review after a term of years.

MICROFILMED

Please provide the required information or a suggested timetable of compliance with obtaining the information by July 12, 1985.

Sincerely,

A handwritten signature in cursive script, reading "L. Glen Saxton".

L. GLEN SAXTON
Chief, Operations Bureau

LGS:rf

cc: Southern Region

MICROFILMED

STAFF REVIEW OF REQUESTS FOR EXTENSION OF TIME

Permit Number 36-7538

 Date received stamp
Y Fee received and receipted
Y Name on request same as on permit
Y Address same permit as on latest correspondence
Y Proof due date within six months of due date
Y Signature same as permit
 Source of water the same
N Review conditions of approval
Y Extensions previously approved / *litigation on personal estate*
 Proceed diligently
Y Is delay caused by litigation: N Swan Falls
Date lit. completed Aug. 31, 1984 9-84 dismissal signed
Date lit. began Jan 7, 1981 -1-81
Period of delay 8mo-3yrs
New proof due date Feb. 1, 1989

ACTION:

*Recommend approval based on
litigation*

Y Is the extension timely received?
NA Reinstate: Extension received _____
Proof due date _____
Days late _____
Priority date _____
Adjusted priority date _____
N Is there commencement of works?
Cover letter _____
Coding sheet _____
Rolodex card updated and refiled _____

Reviewed by



Date:

6-11-1985

MICROFILMED

HEPWORTH, NUNGESTER & FELTON
133 Shoshone Street North
Post Office Box 389
Twin Falls, Idaho 83301
Tel. No. 208-734-7510
Attorneys for Plaintiffs

COPY

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF GOODING

* * * * *

WES TROUNSON as Personal)
Representative of the ESTATE)
OF MYRIEL TROUNSON, Deceased,)
and WILLARD SHELDON, HOWARD)
SHELDON and GEORGE SHELDON,)

Case No. 18099

Plaintiffs,)
Counterdefendants,)

MOTION AND ORDER FOR DISMISSAL
WITH PREJUDICE

vs.

AQUA LIFE, INC., an Idaho)
Corporation, and KENNETH S.)
ELLIS,)

Defendants,)
Counterclaimants &)
Third-Party)
Plaintiffs,)

vs.

HEDY T. SHELDON & LOUISE W.)
SHELDON,)

Third-Party)
Defendants.)

* * * * *

MOTION AND ORDER FOR DISMISSAL WITH PREJUDICE -1-

LAW OFFICES
HEPWORTH
NUNGESTER
and
FELTON
Twin Falls
Idaho

MICROFILMED

1 COME NOW, the parties to the above-entitled action,
2 by and through their attorney of record, and do hereby move
3 this Honorable Court for an Order dismissing the plaintiffs'
4 Complaint against the hereinabove-named defendants, with.
5 prejudice, on the grounds and for the reasons that the matters
6 and claims as set forth in plaintiffs' Complaint have been
7 fully compromised and settled to the mutual satisfaction of the
8 parties to this action.

9 DATED This 31st day of August, 1984.

10 HEPWORTH, NUNGESTER & FELTON

11
12 By John C. Hepworth
13 John C. Hepworth

14 O R D E R

15 UPON READING the above and foregoing Motion, and good
16 cause appearing therefor,

17 IT IS HEREBY ORDERED that plaintiffs' Complaint on
18 file herein be dismissed, with prejudice.

19 DATED This 4th day of Sept, 1984.

20
21 B
22 District Judge
23

LAW OFFICES
HEPWORTH
NUNGESTER
and
FELTON

COPY

1 HEPWORTH, NUNGESTER & FELTON
133 Shoshone Street North
2 Post Office Box 389
Twin Falls, Idaho 83301
3 Tel. No. 208-734-7510
4 Attorneys for Plaintiffs
5
6

7 IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
8 STATE OF IDAHO, IN AND FOR GOODING COUNTY

9 * * * * *

10 ~~WES~~ TROUNSON as Personal) Case No. _____
Representative of the Estate of)
11 MYRIEL TROUNSON, deceased, and)
WILLIARD SHELTON, HOWARD)
12 SHELTON, and GEORGE SHELTON,)
Plaintiffs,)
13 vs.) COMPLAINT
14 AQUA LIFE INC., an Idaho)
15 corporation, and KENNETH S.)
16 ELLIS,)
Defendants.)

17 * * * * *

18
19 COME NOW the plaintiffs named above and for cause of
20 action against the defendants complain and allege as follows:

21 COUNT ONE

22 I.

23 That plaintiff WES TROUNSON is the duly appointed
24 personal representative of the estate of MYRIEL TROUNSON, deceased.
25 Said plaintiff is a resident of Gooding County, Idaho.

26 II.

27 That plaintiff WILLIARD SHELTON is a resident of the

28 COMPLAINT - 1 -

1 State of Pennsylvania. Plaintiff HOWARD SHELDON is a resident of
2 Boise, Idaho. Plaintiff GEORGE SHELDON is a resident of
3 Oakland, California.

4 III.

5 That defendant AQUA LIFE INC. is an Idaho corporation.
6 Defendant KENNETH S. ELLIS is the President of Aqua Life, Inc., and
7 is a resident of Twin Falls County, State of Idaho.

8 IV.

9 That plaintiffs own in fee simple that real property
10 located in Gooding County, Idaho, and more particularly described
11 on Exhibit "A" attached hereto and by this reference made a part
12 hereof. Each said plaintiff owns an undivided one-fourth ($\frac{1}{4}$)
13 interest in that property.

14 V.

15 That appurtenant to that realty described in
16 Exhibit "A" attached hereto are water rights represented by
17 Department of Water Resources Application for Permit No. ~~36-7537~~
18 and No. ~~36-7538~~ for 10 cfs and 30 cfs respectively. Each said
19 application for water permit has been approved.

20 VI.

21 That on or about May 26, 1979, defendant AQUA LIFE, INC.
22 signed a document entitled "Receipt and Agreement for Purchase."
23 Said document related to a portion of that real property described
24 above and to the appurtenant water rights described above. A copy
25 of said document is attached hereto as Exhibit "B" and by this
26 reference made a part hereof. Said document was prepared by

27 COMPLAINT -2-
28

1 John R. LeMoyne, dba Hagerman Realty, hereafter referred to as
2 LeMOYNE. That on or about June 2, 1979, said document attached
3 hereto as Exhibit "B" was presented to and was signed by the
4 plaintiff WES TROUNSON as personal representative of the estate of
5 Myriel Trounson, deceased. That said agreement for the sale of the
6 said realty and water rights was contingent upon the approval of
7 all fee simple owners to the property, including plaintiffs
8 WILLIARD SHELDON, HOWARD SHELDON, and GEORGE SHELDON. That
9 additionally, the terms and conditions of any such sale were to be
10 reduced to a formal written contract of sale to be prepared by an
11 attorney and to be signed by all parties.

12 VII.

13 That on or about May 9, 1979, plaintiff WES TROUNSON at
14 the request of LeMOYNE signed the document entitled "Assignment of
15 Permit", which document purported to convey unto the defendant AQUA
16 LIFE, INC., the said water right permits above referred to. Said
17 document was prepared by and upon signing was delivered to LeMOYNE
18 in anticipation of completing the sale of the land to which the
19 water right permits were appurtenant. Said "Assignment of Permit"
20 is attached hereto as Exhibit "C" and by this reference made a part
21 hereof.

22 VIII.

23 That the sale of the realty and water rights referenced
24 by Exhibit "B" attached hereto was never consummated insofar as the
25 approval of all plaintiffs was never obtained. Likewise, no formal
26 written contract was even prepared. That furthermore, LeMOYNE

27 COMPLAINT -3-
28

1 advised that defendant AQUA LIFE, INC., was unable to obtain the
2 necessary financing to purchase an undivided one-fourth (¼) interest
3 in the said property.

4 IX.

5 That on several occasions during the summer and fall
6 months of 1979, various proposals and offers were made by defendant
7 KENNETH S. ELLIS to one or more of the plaintiffs named herein for
8 the purchase of some or all of that real property described in
9 Paragraph IV above, as well as the water rights described in
10 Paragraph V above. Said proposals were transmitted to plaintiffs
11 by and through LEMOYNE. Attached hereto as Exhibits "D-1" through
12 "D-6" are items of correspondence reflecting the various offers of
13 sale transmitted by LEMOYNE. That at no time did the various
14 proposals, offers, or counterproposals result in an agreement
15 between all parties.

16 X.

17 That on or about November 6, 1979, LEMOYNE filed for
18 public record at the Gooding County Recorder's Office as Instrument
19 No. 79712 that "Assignment of Permit" attached hereto as
20 Exhibit "C". Said action was taken by LEMOYNE without the prior
21 knowledge or consent of plaintiffs. That demand has been made of
22 LEMOYNE and defendants KENNETH S. ELLIS and AQUA LIFE, INC., for
23 the return of said "Assignment of Permit" and for the reassignment
24 and release of all claims to said water rights. Said defendants
25 have refused and continue to fail and refuse to comply with
26 plaintiffs' demands.

27 COMPLAINT -4-
28

UNRECORDED

1 XI.

2 That at all times mentioned herein LeMOYNE was acting as
3 the agent, representative and servant of defendants AQUA LIFE,
4 INC., and KENNETH S. ELLIS, and all said actions of LeMOYNE were
5 performed in the scope of that agency and employment relationship
6 and with the knowledge and consent of said defendants. That
7 furthermore, said defendants have approved, ratified and confirmed
8 all actions of their agent, LeMOYNE.

9 XII.

10 That by virtue of that "Receipt and Agreement to
11 Purchase" attached hereto as Exhibit "B", defendants AQUA LIFE,
12 INC. and/or KENNETH S. ELLIS claim an interest in that real
13 property described in Paragraph IV above. That furthermore, each
14 said defendant or both of them claim an interest in those water
15 rights described in Paragraph V above, said claim being made by
16 virtue of the unauthorized recordation by LeMOYNE of that
17 "Assignment of Permit" attached hereto as Exhibit "C". That all
18 said claims made by defendants are adverse to the rightful
19 ownership and title held by plaintiffs to said property.
20 Defendants' claims are without any right whatever, and defendants
21 have no estate, title, right, lien or interest in or to said
22 property or any part thereof.

23 COUNT TWO

24 I.

25 That plaintiffs replead all of Count One of this
26 complaint.

27 COMPLAINT

-5-

1 II.

2 That the plaintiffs allege that the recordation of the
3 "Assignment of Permit" attached hereto as Exhibit "C" was done by
4 LEMOYNE wilfully, wantonly and maliciously and in an attempt to
5 compel plaintiffs to sell the said real property and appurtenant
6 water rights to defendant AQUA LIFE, INC., or defendant KENNETH S.
7 ELLIS. That punitive damages should be awarded in favor of
8 plaintiffs and against defendants in the sum of ONE MILLION AND
9 NO/100 DOLLARS (\$1,000,000.00). That as a result of said
10 actions of defendants and the agent of defendants, all of which
11 actions have resulted in a cloud being placed upon the title to
12 said realty and water rights, the plaintiffs have been unable to
13 complete the sale of that land and the appurtenant water rights to
14 other interested parties, all to plaintiffs' additional damage in
15 the sum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

16 WHEREFORE, plaintiffs pray for judgment against
17 defendants as follows:

18 1. Declaring that defendants and all persons claiming
19 under them have no estate, right, title, lien or interest in or to
20 said real property or appurtenant water rights, or any part
21 thereof;

22 2. Declaring that plaintiffs own in fee simple all said
23 real property and appurtenant water rights;

24 3. For compensatory damages in the sum of \$1,000,000.00;

25 4. For punitive damages in the sum of \$1,000,000.00;

26 COMPLAINT

-6-

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5. For costs of suit and for such other and further relief as the court deems just and proper.

DATED this 7th day of January, 1981.

HEPWORTH, NUNGESTER & FELTON
By John C. Hohnhorst
John C. Hohnhorst

MICROFILMED

EXHIBIT "A"

Township 9 South, Range 14 East of the Boise Meridian

Section 3: NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$

Section 4: Lots 2, 5, 6, 9, 11, 12, 13, 14, 18
and SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 9: Lot 2

Section 19: Lots 1, 6 and 7 lying North and West
of the following described line:

Beginning at the quarter corner
common to Section 3 and 10;

thence S 59°46' W, 1545.0 feet to
the center of the flat-topped boulder
marked by three bars and the letters
"H.M.I." out by a chisel;

thence due south to the thread of
Snake River;

Except tracts as set forth in Book 22
Deeds, Page 332, dated April 19, 1929 recorded April
29, 1929, instrument No. 48279, records of Gooding
County, Idaho.

MICROFILMED



FORM No. 770
Copyright 1947
Sevens-Nine Law Publishing Co.
Portland, Oregon

RECEIPT AND AGREEMENT TO PURCHASE

Hagerman

Idaho

May 26

1979

RECEIVED FROM Agua Life Inc., by Kenneth S. Ellis, President (hereinafter referred to as Purchaser)
the sum of six thousand and no/100 (\$ 6,000.00) Dollars as a deposit and earnest money in

part payment of the purchase price of the following described real property situated in Gooding County of Gooding
State of Idaho, to wit: One-quarter interest in Sheldon Estate as shown by attached map. Portion to be
urchased above in green, together with an assignment of an approved water filings #36-7537 &
36-7538 and an assignment of 1/2 interest in the Easter lease also attached hereto. It is
pecifically understood that the \$6,000. will be disbursed upon receipt of a valid water
assignment as mentioned above. Assignment of lease subject to approval of all parties, sale the
same. Bill & Eckerted bill to be paid by buyer. Legal and survey by buyer.

The following items are to be left upon the premises as part of the property purchased: All irrigation fixtures and equipment, plumbing and heating fixtures and equipment
including stoves and all tanks but excluding fire place fixtures and equipment, water heaters, electric light fixtures, light bulbs and fluorescent lamps, bathroom fixtures, venetian
blinds, windows and door screens, storm doors and windows, attached fireplaces, attached television antenna, oil shrubs and trees and all fixtures except

none
The following personal property is also included as a part of the property to be offered for sale for said price.
none

It is hereby agreed that the total purchase price is the sum of one hundred seventy thousand and no/100
(\$170,000.00) Dollars payable as follows: The sum of six thousand and no/100

(\$6,000.00) Dollars hereinabove recaptured for and the balance of the purchase price in the sum of one hundred sixty four
thousand and no/100 (\$ 164,000.00) Dollars to be paid as follows: (If on contract, state terms generally, and if escrow, also

name of escrow holder Escrow at Idaho 1st Nat'l. Bank, Wendell. Escrow setup charges shared equally.
\$43,000 on closing. Balance on 10 year amortized contract with interest at 10%.

It is further agreed: 1. Seller shall at his expense furnish Purchaser an Abstract of Title continued to a date subsequent hereto showing merchantable title to the above
described property vested in Seller, or in lieu thereof, at Seller's option, a title insurance policy insuring title thereto vested in Seller, free and clear of all liens and encumbrances,
except pending probate proceedings.

It is further agreed that the broker assumes no responsibility in regard to the title and broker recommends that Purchaser have the Abstract of Title or title insurance policy
examined by an attorney.

2. The real property is to be conveyed by quitclaim deed conveying 1/2 interest in estate as probate allows
and the personal property by Bill of Sale, free and clear of all encumbrances except building and zoning ordinances and regulations, building and use restrictions, rights of way
and easements, reservations in Federal patents and State deeds and those enumerated in Section 1 above.

3. Sellers shall pay all of the taxes and assessments to Jan. 1, 1980 and Purchaser shall pay all taxes and assessments
thereafter. Rents, insurance and interest on mortgage or contract indebtedness shall be pro-rated to XXXXXX May 15, 1979
Encumbrances to be discharged by Seller may at his option be paid out of the purchase money at the date of closing.

4. If Seller does not approve this sale within 15 days hereafter, or if Seller's title is not merchantable or insurable and cannot be made so within a reasonable time
after written notice containing statement of defects is delivered to Seller, then said earnest money herein recaptured for shall be returned to the Purchaser on demand and all rights of
Purchaser terminated unless Purchaser waives said defects and elects to purchase; but if said sale is approved by the Seller and Seller's said title is merchantable or insurable and
Purchaser neglects or refuses to complete the purchase or shall fail to pay the balance of the purchase price as hereinabove provided, then said earnest money shall be forfeited
to the Seller as liquidated damages and not as a penalty and this Agreement thereupon shall be of no further force of effect or the Seller may demand the enforcement of the specific
provisions of this Agreement.

5. In the event the improvements on said property should be destroyed or materially damaged between the date hereof and consummation or settlement of this purchase, this
Agreement shall, at the option of the Purchaser, immediately become null and void, and said earnest money deposit shall be returned to said Purchaser on demand.

6. Possession shall be delivered Purchaser on or before the 15th day of May, 19 79.

7. Purchaser enters into this Agreement in full reliance upon his independent investigation and judgment and there are no verbal or other agreements which modify or affect
this Agreement.

8. Time is of the essence of this Agreement. Purchaser's rights herein are not assignable without the written consent of the Seller.

Hagerman Realty Broker, By Agua Life Inc., Buyer-Seller.

I hereby agree to purchase the above described property and pay the price of one hundred seventy thousand and no/100
(\$170,000.00) Dollars as set forth above and grant to said agent 15 days hereafter to secure Seller's acceptance hereof, during which period
my said offer shall not be subject to revocation.

Address Rt. 1, Box 50, Buhl, Id. 83316
Phone 543-8244
Agua Life Inc. Purchaser

For valuable consideration I/we agree to sell and convey to the Purchaser the above described property on the terms and conditions hereinabove stated and agree to pay to
the above named agent a commission of None Dollars for services rendered in this transaction. I/we acknowledge receipt of a copy of the earnest money receipt bearing my/our signature and that of the Purchaser named above.
In case the Purchaser fails to comply with any of the conditions of this Agreement, then one-half of the earnest money recaptured for shall be retained by the broker, provided the
amount to the broker does not exceed the agreed upon commission due and the balance shall be paid to the undersigned.

Dated this 2 day of June, 19 79
Wes Tronson and Kenneth S. Ellis
PERSONAL REPRESENTATIVE - M.T. F&I Seller

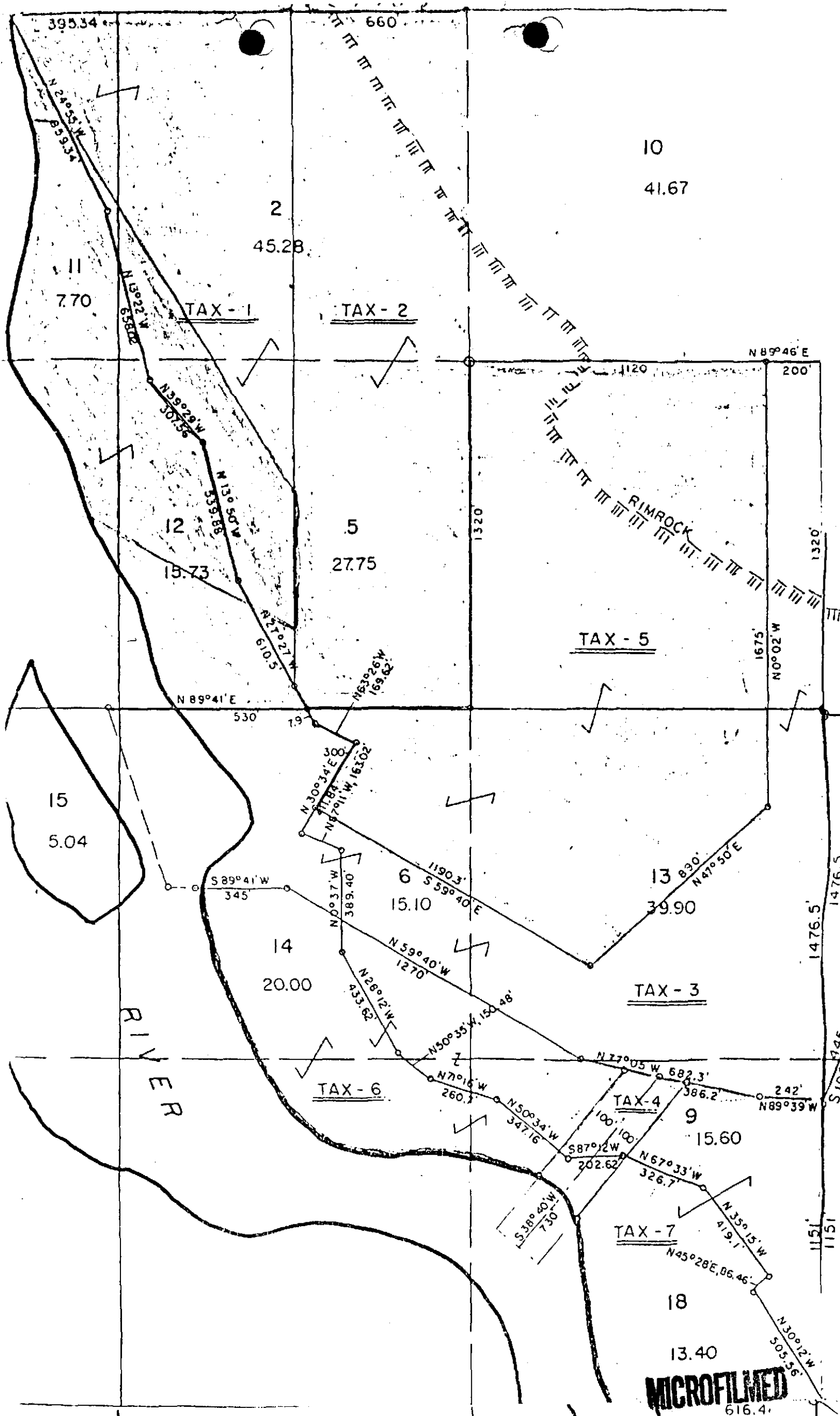
STATE OF IDAHO, }
County of Gooding } ss.
before me John R. Lefoyne, a Notary Public in and for said State, personally appeared
Wes Tronson and Kenneth S. Ellis

Known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTICE: IF ANY BLANK SPACES ARE INSUFFICIENT, USE S-N No. 810
"HANDY PAD", TO BE SEPARATELY SIGNED BY BUYER AND
SELLER.
Notary Public for the State of Idaho, Residing at Hagerman, Idaho
PURCHASER'S COPY - WITH ALL SIGNATURES

Exhibit # B

RECORDED



10
41.67

2
45.28

11
7.70

TAX - 1

TAX - 2

12

15.73

5

27.75

TAX - 5

15
5.04

6
15.10

13
39.90

TAX - 3

14
20.00

TAX - 6

TAX - 4

9
15.60

TAX - 7

18

13.40

MICROFILMED
616.4

State of Idaho
Department of Water Resources
ASSIGNMENT OF PERMIT

IDAHO COUNTY OF GOODING, ss.
Filed to record at the request of Le Mayne
10:10 a.m. this 16 day
Nov. 79

I, Wes Trounson, hereby assign to Aqua Life, Inc.
of Rt. 3, Box 50, Buhl, Idaho
Address

Judy Hantman Deputy
CLEMENTS Recorder

INDEXED

CHECK ONE

☒ All my right, title, and interest in and to Permit No. 36-1533
to appropriate the public waters of the State of Idaho.

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

(Describe that portion of the permit being assigned by listing the acreage within
each 40 acre subdivision, the point of diversion and the amount of water in cubic
feet per second for direct diversion, or acre feet for storage)

Made this ninth day of May, 19 79.

Wes Trounson
Permit Holder

Spouse of Permit Holder

State of Idaho)
County of Gooding) ss.

On this 9th day of May, 19 79, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that he (she) (they) executed the same.

Notary Public residing at
Hagerman, Idaho

My commission expires:
reference

Exhibit # C

RECORDED



STATE PURCHASE AND SALE AGREEMENT
(With Earnest Money Provision)
THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY.
READ CAREFULLY BEFORE SIGNING; IF ANY QUESTION, CONSULT YOUR ATTORNEY.

RE-21
Revised 12-79

Hagerman Idaho September 18, 1979

Kenneth S. Ellis and/or assignees

(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in the City of _____ County of _____

State of Idaho, commonly known as part of the Briggs Creek Ranch
legally described as: to be attached, generally described as: all that portion of said ranch lying south & east of the main channel of Briggs Creek being about 210 acres together with 40 cfs of water for fish & all irrigation water appurtenant.

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS Six Hundred Twenty Five Thousand Dollars
DOLLARS (\$ 625,000.00) payable as follows:

A. Earnest Money.

a. Buyer deposits and receipt is acknowledged of six thousand and no/100 Dollars (\$ 6,000.00) Dollars evidenced by ☐ Cash, ☐ Personal Check, ☐ Cashiers Check, ☐ Note due, paid or delivered as earnest money in part payment of the purchase price for the premises.

b. Buyer further agrees on or before _____ day of _____, 19____ to pay or deliver as additional earnest money in part payment of the purchase price for the premises _____ Dollars (\$ _____).

c. All Earnest Money and this agreement shall be held by selling or listing broker or Hagerman Realty for the benefit of the parties hereto.

B. Balance of purchase price to be paid as follows:

\$150,250.00 on closing, balance of \$468,750. on a 15 year note at 9% secured by a first mortgage. Annual payments from closing date, amortized.

Initial escrow charges to be shared equally together with survey charges. Buyer to be guaranteed 40 cfs of water and will lease additional water from sellers if available. Buyer to have right to purchase gravel for construction purposes from seller at 25c per yard. Access to & from M. Trounson gravesite to be allowed. Escrow at Land Title & Escrow, Jerome

2. Buyer's offer is made subject to the acceptance of Seller on or before twelve o'clock midnight of October 18, 1979. If Seller does not accept this agreement within the time specified, the earnest money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by Warranty deed delivered after payment of the purchase price as herein provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which Buyer shall take title subject to, or which Buyer shall assume are as follows _____

none

4. The parties designate Land Title & Escrow Company to provide the necessary title insurance and commitment for title insurance required by this agreement.

5. It is hereby agreed that the "closing agent" for the transaction represented by this agreement shall be selling or listing broker or Land Title and Escrow Co. Where not otherwise provided in this agreement or by law, the parties shall each pay one-half of said closing agents fee.

6. Within 30 day(s) of closing this transaction, subject only to specific limitations set out above, the parties shall deposit with the "closing agent" all funds and instruments to complete the sale in accordance with the terms and conditions hereof. Upon receipt of the terms specified in the preceding sentence, the closing agent shall proceed to close this transaction as soon as he is reasonably able to do so.

7. All attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, shades, venetian blinds, curtain rods, trees, plants, shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems including built in and "drop in" ranges, (but excepting all other ranges) fuel tanks and irrigation fixtures and equipment, all water and water rights, and ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.

The following items of property now on the premises are specifically excluded from the sale _____

The following items of personal property are specifically included in the sale: _____

8. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the 31st day of December, 1979. Buyer shall pay for fuel in tank, the amount to be determined by the supplier at Seller's expense.

9. Seller shall deliver possession of the premises to Buyer on or before the 15th day of November, 1979 or closing date whichever is sooner.

10. The parties agree that this agreement contains the following additional terms and conditions: _____

11. The provisions contained on the reverse side of this page shall also constitute part of the agreement of the parties. Each of the parties acknowledges reading this agreement in full.

Listing Broker: none

Selling Broker: Hagerman Realty

Buyer: Kenneth S. Ellis

Rt. 3, Box 50, Buhl, Id. 83316

Buyer

Buyer's Address

Buyer

Buyer's Phone

543-8244

On this date, _____

I/We hereby approve and accept the sale set forth in the above agreement and

agree to carry out all the terms thereof on the part of the Seller and the undersigned further agrees to pay a commission of _____ none % of selling price or,

_____ none DOLLARS (\$ _____ none)

to the above broker for services. In the event earnest money is forfeited, it shall be apportioned to the Seller and Brokers equally after payment of costs set out in the above agreement provided the amount to brokers does not exceed the agreed commission. I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Seller: Willard B. Sheldon

3259 Keweenaw St., Phila., Pa. 19109

Seller: Judy T. Sheldon

Seller's Address

Seller

Seller's Business Ph

Seller's Residence Ph

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this 25th

day of Sept, 1979

STATE OF IDAHO

County of Phila.

On this 25th day of Sept, 1979

Buyer: WILLARD B. Sheldon

before me, the undersigned, a Notary Public in and for said State, personally appeared

known to me to be the person(s) who signed the foregoing instrument as Seller(s) and acknowledged to me that (he)(y) executed the same

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written

GLENN WEINSTEIN

Notary Public, Phila., Phila. Co.

My Commission Expires Dec. 14, 1981

Notary Public for State of

5148 FRANKFORD AVE PHILA PA



REAL ESTATE PURCHASE AND SALE AGREEMENT
(With Earnest Money Provision)
THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY.
READ CAREFULLY BEFORE SIGNING: IF ANY QUESTION, CONSULT YOUR ATTORNEY.

RE-21
Revised 12-78

Hagerman Idaho Oct. 1, 19 79

Kenneth S. Ellis and/or assignees

(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in the City of _____, County of Gooding

State of Idaho, commonly known as part of the Briggs Creek Ranch

legally described as: to be attached. ONE QUARTER INTEREST in the following general description: all the portion of said ranch lying south & east of the main channel of Briggs Creek being about 210 acres together with 40 cfs of water for fish & all irrigation water appurtenant.

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS one hundred fifty six thousand two hundred fifty dollars DOLLARS (\$ 156,250.00) payable as follows:

A. Earnest Money.

a. Buyer deposits and receipt is acknowledged of fifteen hundred Dollars (\$ 1,500.00) Dollars evidenced by ☐ Cash, ☐ Personal Check, ☐ Cashiers Check, ☐ Note due, paid or delivered as earnest money in part payment of the purchase price for the premises.

b. Buyer further agrees on or before _____ day of _____, 19 _____, to pay or deliver as additional earnest money in part payment of the purchase price for the premises _____ Dollars (\$ _____).

c. All Earnest Money and this agreement shall be held by selling or listing broker or _____ for the benefit of the parties hereto.

B. Balance of purchase price to be paid as follows:

\$37,562.50 on closing, balance of \$117,187.50 on a 15 year note at 9 3/4% per annum secured by a first mortgage on the property. Down payment on Jan. 10, 1980, semi-annual amortized payment from that date until paid. Partial releases for up to 20 acres at a time upon payment of \$2500 per acre will be granted by the seller. Buyer to have right to purchase gravel for construction purposes from seller at 25c per yard. Access to pit to be allowed by seller. Access to & from M. Trounson gravesite to be allowed by buyer. Escrow at Land Title & Escrow in Jerome. Initial escrow charges to be shared equally. Survey charges to be shared equally if necessary to determine total acreage.

2. Buyer's offer is made subject to the acceptance of Seller on or before twelve o'clock midnight of October 18, 1979. If Seller does not accept this agreement within the time specified, the earnest money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by Warranty deed delivered after payment of the purchase price as herein provided, and is to be marketable and insurable except for rights reserved in federal patents; state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which Buyer shall take title subject to, or which Buyer shall assume are as follows none

4. The parties designate Land Title & Escrow Co. The Company to provide the necessary title insurance and commitment for title insurance required by this agreement.

5. It is hereby agreed that the "closing agent" for the transaction represented by this agreement shall be selling or listing broker or Land Title & Escrow Co. Where not otherwise provided in this agreement or by law, the parties shall each pay one-half of said closing agents fee.

6. Within 30 day(s) of closing this transaction, subject only to specific limitations set out above, the parties shall deposit with the "closing agent" all funds and instruments to complete the sale in accordance with the terms and conditions hereof. Upon receipt of the terms specified in the preceding sentence, the closing agent shall proceed to close this transaction as soon as he is reasonably able to do so.

7. All attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, shades, venetian blinds, curtain rods, trees, plants, shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems including built in and "drop in" ranges, (but excepting all other ranges) fuel tanks and irrigation fixtures and equipment, all water and water rights, and ditches and ditch rights appurtenant thereto that are now on or used in connection with the premises shall be included in the sale unless otherwise provided herein.

The following items of property now on the premises are specifically excluded from the sale: _____

The following items of personal property are specifically included in the sale: _____

8. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the 31st day of December, 19 79. Buyer shall pay for fuel in tank, the amount to be determined by the supplier at Seller's expense.

9. Seller shall deliver possession of the premises to Buyer on or before the 15th day of November, 19 79 or closing date, whichever is sooner.

10. The parties agree that this agreement contains the following additional terms and conditions: Conditional upon like terms to be agreed between buyer & Willard Johnson, this payment term to be made by deposit of funds into escrow with title insurance agent

11. The provisions contained on the reverse side of this page shall also constitute part of this agreement of the parties. Each of the parties acknowledges reading this agreement in full.

Listing Broker: none Selling Broker: Hagerman Realty By J. LeMoyné
Rt. 3, Box 50, Buhl, Id. 83316

Buyer's Address 543-8244
Buyer's Phone _____

On this date, _____ I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller and the undersigned further agrees to pay a commission of none % of selling price or, none DOLLARS (\$ none)

to the above broker for services. In the event earnest money is forfeited, it shall be apportioned to the Seller and Brokers equally after payment of costs set out in the above agreement provided the amount to brokers does not exceed the agreed commission. I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

Seller Howard L. Johnson 2621 Madison, Boise, Id. 83702
Seller's Address 343-1448
Seller's Business Ph _____ Seller's Residence Ph _____

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this 25th day of October, 19 79

STATE OF IDAHO

County of _____

On this _____ day of _____, 19 _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

known to me to be the person(s) who signed the foregoing instrument as Seller(s) and acknowledged to me that (t)he(y) executed the same.

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

Notary Public for State of _____

MICROFILMED

HAGERMAN REALTY

JOHN R. LEMOYNE
BROKER • APPRAISER

"Service is Our Business"

PHONE 208/837-4463
HOME 208/837-4887

HAGERMAN, IDAHO 83332

June 19, 1979

Mr. Howard, Willard & George Sheldon:

I am in receipt of another offer on a part of your ranch north of Buhl. The man came to me evidently because Howard had referred him to me when he called Howard. He is financially very sound and wants to buy the land which Ellis is not offering on except for the leased portion and about 3 acres south of it.

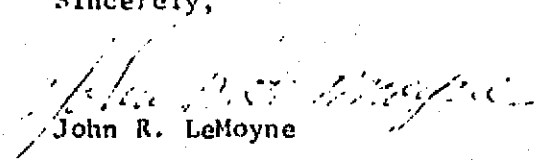
What he wants is the land east of the jungle. He is not interested in fish so he only wants the irrigation and domestic water rights. This would amount to about 210 acres as near as I can tell from the maps I have available.

He is offering \$2,000 per acre with 20% down, 20 year contract on balance with interest at 8%. He also wants release provisions so that he can sell 5 acre parcels if he desires. He wants one 5 acre tract on the river released after the down payment so that he can build there. The other releases would be upon payment of \$15,000. He also wants the right of first refusal to buy the remaining property in the event it doesn't sell to Ellis.

This is just a brief resume of the offer, but probably enough to find out if you are interested. Howard said he was waiting for the probate proceedings to finish. If he means the whole thing, rather than just Wes' portion that may be far too long. This offer is good for 60 days.

One other thing about this offer, you will have to pay 6% commission on it. I am not representing him in this instance, I will be representing you.

Sincerely,


John R. LeMoyne

HAGERMAN REALTY

JOHN R. LEMOYNE
BROKER • APPRAISER

"Service is Our Business"

PHONE 208/837-4463
HOME 208/837-4887

HAGERMAN, IDAHO 83332

September 19, 1979

Mr. & Mrs. George Sheldon
Mr. & Mrs. Howard Sheldon
Mr. & Mrs. Willard Sheldon
Mr. Wes Trounson

Dear Heirs:

Enclosed please find an offer to purchase from Ken Ellis and/or assignees for that portion of the ranch east and south of the jungle. This is the final offer Mr. Ellis will make except that he would be interested in buying the whole parcel if you should change your mind and want to sell that way. I have been given to understand by George that the property he is now offering on is what you now want to sell.

Time is certainly of the essence in this instance since the water filing is up in February and someone has to show substantial progress towards putting it to beneficial use in order to hold it. Accordingly, the offer must be acted upon by October 18th in order for them to get moving on construction.

There are some areas where some negotiating can be done such as length of contract, leasing additional water, etc.

You will notice that you have no real estate commission to pay. Mr. Ellis is paying my fee separately. Your only charges would be title insurance, \$1557.50; $\frac{1}{2}$ survey estimated at \$500.; $\frac{1}{2}$ escrow set-up \$246.50. Each party would pay their own attorney. There might be some small closing fee, but I would estimate it would be less than \$100.

I think this is a very good offer. If you have any further questions, please feel free to contact me. You may accept the offer by simply where it says seller and returning one copy to me.

Sincerely,

John R. LeMoyné

John R. LeMoyné
Rt. 1, Box 143
Hagerman, Id. 83332

D-4

MICROFILMED

WZ 4

HAGERMAN REALTY

JOHN R. LEMOYNE
BROKER • APPRAISER

"Service is Our Business"

PHONE 208/837-4463
HOME 208/837-4887

HAGERMAN, IDAHO 83332

September 23, 1979

Howard, Willard & George Sheldon
Wes Trouson

Dear Sirs:

I am writing to inform you of some changes in the offer sent to you on September 19th.

First we are increasing the interest rate on the unpaid balance to 9 3/4% per annum. I think this is very realistic for a long term real estate contract and should make the offer even more attractive to you.

Second, it will not be necessary for the sellers to guarantee 40 cfs of water. All that will be necessary is for you to assign whatever interests you may have in those water filings affecting the 40 cfs.

Third, we will need to have some language in the contracts allowing partial releases from the mortgage for up to 20 acres at a time upon payment of a stated amount per acre. This would allow my parties to get money to build hatcheries, etc. This is a normal procedure. We are figuring that the water is being sold at \$3,000 per cfs or \$200,000 and the land at about \$2100 per acre. For the releases then we would pay \$2,500 per acre for that amount to be released. It would have no water except irrigation with it. Of course, the payment would be applied against the overall balance due.

I know the mails are slow nowadays, but I hope to hear from all of you soon. Thank you for your consideration.

Sincerely,

John R. Lemoyne
John R. Lemoyne

D-5

MICROFILMED

HAGERMAN REALTY

JOHN R. LEMOYNE
BROKER • APPRAISER

"Service is Our Business"

PHONE 208/837-4463
HOME 208/837-4867

HAGERMAN, IDAHO 83332

November 5, 1979

Howard, Willard & George Sheldon
Wes Trounson

Dear Sirs:

Mr. Ellis is very desirous to not lose the property at this stage after he has spent so much time and effort, so he has authorized me to increase his latest offer by adding an incentive payment of 2¢ per pound of trout raised during the ten year life of the contract. In addition he will raise the interest on the contract to 10%. Considering the quality of the water and the fall available, they should be able to raise about 15,000 pounds per foot of water or 600,000 pounds per year from 40 cfs. That would mean an extra \$12,000 per year for you during the life of the contract. If you could divert extra water to him the production would go up and if he could get the extra 20 cfs you are renting to Kaster he would increase the payment to 3¢ per pound.

Our total offer is now as follows: \$625,000 with 25% down, 10 year 10% contract on the balance, 2¢ per pound of gain on the fish raised in the facility to be constructed. You pay no commission or legal fees or survey charges. We would still need a partial release for the land to build the hatchery and related buildings on and for some land around Muriel's grave that Wes wants to buy back. We will pay \$2500 per acre for these releases as they are needed. We understand the frustration and delay all this is causing to all involved and would like to close as soon as possible.

I have already talked to Wes and George about this and they wanted something in writing. Wes tells me that Howard and Willard have already signed our previous offer so we would not need additional signatures from them at this time. We will incorporate these additional items in their contracts. We do need Wes and George to sign authorization for us to proceed and I will be calling Howard and Willard after you have recieved this in order to get your reaction. I feel that this is a rare opportunity for you to participate in some of the action. They can't guarantee a production figure, but it will be the best they can do since they have to get a return for the money they are going to invest. I am sure you will find them honest and straightforward in dealing with you. You will be allowed to check the records at the hatchery to verify production at reasonable times.

Yours truly,

John R. LeMoine
John R. LeMoine

D-6

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440
CERTIFIED MAIL

138838

TROUNSON, WES & MYRIEL
RT. 2, BOX 108
WENDELL, ID 83355

PROOF DUE NOTICE

MARCH 31, 1985

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF YOUR WATER PERMIT NO. 36-7538 WAS THAT PROOF OF THE EXTENT OF YOUR BENEFICIAL USE MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE JUNE 01, 1985. (SEE LAST PAGE OF YOUR APPROVED PERMIT OR YOUR LAST APPROVED EXTENSION REQUEST). ENCLOSED IS A FORM WHICH MAY BE USED TO SUBMIT THE REQUIRED PROOF.

IF YOU HAVE NOT FULLY COMPLETED YOUR PROJECT, AND YOU OR A PREVIOUS OWNER OF THIS PERMIT HAVE NOT RECEIVED A PRIOR EXTENSION OF TIME, YOU MAY REQUEST AN EXTENSION OF TIME IF THE DELAY IS FOR REASONABLE CAUSE AS PROVIDED IN SECTION 42-204, IDAHO CODE. IF YOU HAVE BEEN PREVENTED FROM PROCEEDING BY A GOVERNMENTAL AGENCY OR BY LITIGATION, MORE THAN ONE EXTENSION OF TIME CAN BE GRANTED. AN EXTENSION OF TIME REQUEST FORM IS ENCLOSED FOR YOUR CONVENIENCE.

EITHER THE BENEFICIAL USE FORM OR A REQUEST FOR AN EXTENSION OF TIME MUST BE RECEIVED BY THIS DEPARTMENT ON OR BEFORE THE ABOVE DESCRIBED PROOF DUE DATE. IF NEITHER IS RECEIVED, THE DEPARTMENT WILL SEND YOU A LAPSE NOTICE. WITHIN SIXTY (60) DAYS OF THE MAILING OF THE LAPSE NOTICE, THE PERMIT WILL NO LONGER BE OF ANY FORCE NOR EFFECT.

SINCERELY,

RITA FLECK
SECRETARY/RECORDS MANAGER

ENCLOSURES

MICROFILMED

December 7, 1983

RE: Permit Nos. 36-7537 and 36-7538

Wes Tounson
Rt. 2, Box 108
Wendell, ID 83355

Dear Permit Holder:

This office acknowledges receipt of the Assignment of the above referenced permits to you.

Enclosed for your records are copies of the permits. Be sure to note the special conditions of approval on the fourth pages that identify requirements necessary for developing the permits into licensed water rights.

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

Sincerely,

KAY WALKER
Chief Clerk

KW:sc
Enclosures

December 2, 1983

J. Robert Alexander
BENOIT, ALEXANDER & SINCLAIR
P. O. Box 366
Twin Falls, ID 83303

Dear Mr. Alexander:

Here is a copy of the assignment of Permit Nos. 36-7537 and 36-7538 received recently from Aqua Life, Inc. assigning its interest in the permits to Wes Tounson.

An examination of the assignments of May 9, 1979 of the two permits indicates that Wes Tounson assigned his portion of the permit to Aqua Life, Inc. A conclusion can be reached that the October 13, 1983 assignment has restored the permit to original ownership.

If you have any questions, please let us know.

Sincerely,

BOBBY D. FLEENOR
Chief, Regional Offices Bureau

Enclosure

cc: Wes Tounson
Aqua Life, Inc.

HARRY BENOIT 1893-1966

EDWARD L. BENOIT
J. ROBERT ALEXANDER
J. WALTER SINCLAIR
ROBERT M. HARWOOD
THOMAS B. HIGH

LAW OFFICES
BENOIT, ALEXANDER & SINCLAIR
126 SECOND AVENUE NORTH
POST OFFICE BOX 366
TWIN FALLS, IDAHO 83303-0366

November 3, 1983

AREA CODE 208
TELEPHONE 733-5463

RECEIVED

NOV 4 1983

Department of Water Resources
Twin Falls Office

Mr. Loren O. Holmes
Southern Region Supervisor
Dept. of Water Resources
1041 Blue Lakes Blvd. N.
Twin Falls, ID 83301

RE: Proposed Assignment of Permit
No. 36-7537; 36-7538

Dear Mr. Holmes:

I represent the Sheldon family relative to the above permits. We are advised that Ken Ellis dba Aqua Life Inc. has proposed an assignment of the referenced permits to Mr. Richard Kaster.

On behalf of the Sheldon family, I write to lodge a protest to the assignment. Mr. Ellis does not have title to the permits and therefore cannot assign them. The issue of title is now in litigation scheduled to go to trial in January, 1984, Gooding County Case No. 18099.

The Sheldon family owns an undivided 3/4 interest in those permits and has not been a party to any transfer of title to Mr. Ellis. Please do not approve any assignment of said permits from Mr. Ellis to any entity. Please advise us of hearing on this subject.

Very truly yours,

J. Robert Alexander
J. Robert Alexander

JRA/ka

cc: Mr. George A. Sheldon

RECEIVED

CONVERSATION MEMORANDUM

DATE March 30, 1983

FILE 36-7537, 36-7538

NAME OF PARTY Howard Sheldon

EMPLOYEE Dave Tutthill

RE: Validity of Permits

On March 29 the above named party ~~is~~ visited this office. He indicated to Robyn Carlson that he was concerned about the validity of the permits.

On this day I called Mr. Sheldon to discuss the matter. He indicated that he feels the applications were originally speculative and that Mr. Trounson never intended to develop the water systems as proposed.

I responded that at this point he could provide a letter to the files that we would take into consideration if another assignment is proposed.

Dmt

June 4, 1980

Aqua Life, Inc.
Route 3, Box 50
Buhl, ID 83316

Gentlemen:

Re: Permit No. 36-7538

Enclosed is a copy of the order extending the time within which to submit the statement of beneficial use to June 1, 1985.

Sincerely,

RITA FLECK
Sr. Secretary

Enclosure

MICROFILMED

RECEIVED

APR 10 1980

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

APPLICATION FOR EXTENSION OF TIME

STATE OF IDAHO)
) ss.
County of Twin Falls)
County of Gooding)

Permit No. 36-7538

CHARLES C. SHAW as attorney for WES TROUNSON, acting in
his individual capacity and as personal representative of the
estate of M. Myriel Trounson; J. ROBERT ALEXANDER as attorney for
HOWARD L. SHELDON, WILLARD B. SHELDON and GEORGE M. SHELDON;
D. BRENT MARTENS as attorney for NANCY McCORMICK; and ROBERT C.
WEAVER as attorney for AQUA LIFE INC., each having been first duly
sworn upon oath, depose and say as follows:

That he is the attorney representing the individuals or
entities set forth immediately following his name above.

That each individual or entity represented by your affiant
is the holder of or claims an interest in that Permit to Appropriate
the Public Waters of the State of Idaho No. 36-7538.

That under the terms and conditions of said permit, work
thereunder was required to be completed on or before June 1, 1980.

That each individual and or entity represented by your
affiant is unable to complete the work required under said Permit
within the time specified for the following reasons, to wit:

On March 17, 1976, M. Myriel Trounson, one of the
originally named applicants on said Application for Permit, died.
Her interest in said Water Permit, together with the lands to which
said water is appurtenant, were/are a portion of the property of
the estate of M. Myriel Trounson. Said estate has not yet been

1 settled, nor has all the property of the estate been distributed.
2 There is some uncertainty over the identity of the rightful owners
3 to said Water Permit and the lands to which the same is appurtenant.
4 Said uncertainty and the conflicting claims to said Water Permit
5 and said lands remain to be resolved either by the various claimants
6 themselves, or by court order. Because of the said uncertain
7 status as to the ownership of said Water Permit and said lands, it
8 has been impossible for each individual and/or entity represented
9 by your affiant to complete the work contemplated by said Water
10 Permit within the time permitted.

11 Wherefore, your affiant asks that the Department of Water
12 Administration extend the time for the completion of obligations
13 under said permit to June 1, 1985.

14 Charles C. Shaw
15 CHARLES C. SHAW as attorney for
16 WES TROUNSON, individually and as
17 Personal Representative of the
estate of M. Myriel Trounson;
P. O. Box 238
Gooding, ID 83330

18 SUBSCRIBED AND SWORN to before me this 7th day of
19 April, 1980.

20 Wes E. Winton
21 Notary Public for State of Idaho
22 Residing at _____

23 Robert Alexander
24 J. ROBERT ALEXANDER as attorney
25 for HOWARD L. SHELDON, WILLARD B.
SHELDON and GEORGE M. SHELDON;
P. O. Box 366
Twin Falls, ID 83301

26 SUBSCRIBED AND SWORN to before me this 27th day of
27 March, 1980.

28 James A. Macomber
Notary Public for State of Idaho
Residing at Twin Falls, Id

1 D. Brent Martens
2 D. BRENT MARTENS as attorney for
3 NANCY MCCORMICK;
4 P. O. Box 589
5 Buhl, ID 83316

6 SUBSCRIBED AND SWORN to before me this 31st day of
7 March, 1980.

8 Alta Lannon
9 Notary Public for State of Idaho
10 Residing at Buhl

11 Robert C. Weaver
12 ROBERT C. WEAVER as attorney for
13 AQUA LIFE INC.;
14 128 North Broadway
15 Buhl, ID 83316

16 SUBSCRIBED AND SWORN to before me this 27th day of
17 March, 1980.

18 Shirley Hudson
19 Notary Public for State of Idaho
20 Residing at Buhl Idaho

21 ACTION OF THE DEPARTMENT OF WATER ADMINISTRATION

22 I, _____, Director of the Idaho
23 Department of Water Administration, State of Idaho, hereby _____

24 WITNESS my hand this _____ day of _____, 1980.

25 _____
26 Director

27 APPLICATION FOR
28 EXTENSION OF TIME - 3

WEAVER & DYKAS

Attorneys at Law

130 N. BROADWAY

BUHL, IDAHO 83316

PHONE (208) 543-8268


ROBERT C. WEAVER

FRANK J. DYKAS
REGISTERED PATENT
TRADEMARK ATTORNEY

May 22, 1980

RECEIVED

MAY 27 1980

Department of Water Resources
450 West State
Boise, Idaho

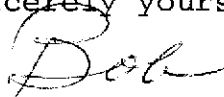
Department of Water Resources

Attention: Jan Grover

Dear Jan:

Enclosed please find Affidavit to Establish
Residence or Qualifications to do Business under the Laws
of Idaho for Kenneth S. Ellis of Buhl, Idaho as agent
of Aqua Life Corporation, under water filing number 36-7538.

Sincerely yours,



Robert C. Weaver

RCW/jms

Enclosure (1)

ENCLOSURE

RECEIVED

MAY 27 1980

Individual Owner

AFFIDAVIT TO ESTABLISH RESIDENCE

Department of Water Resources

I, _____ of _____, County of _____, State of Idaho, being duly sworn, do hereby certify that I am a bona fide resident of the State of Idaho.

/s/ _____

Subscribed and sworn to before me this _____ day of _____, 19____

/s/ _____

Notary Public
Residence _____

My Commission Expires _____

Corporation or Association

AFFIDAVIT TO ESTABLISH RESIDENCE
OR QUALIFICATIONS TO DO BUSINESS UNDER THE LAWS OF
IDAHO...

I, KENNETH S. ELLIS of Buhl, Idaho, County of Twin Falls, State of Idaho, being first duly sworn, depose and say: That I am the designated statutory agent of the AquaLife Corporation, that as such I am in charge of the registered office of the said CORPORATION, as provided by Section 30-143, Idaho Code, at Buhl, Idaho, wherein are kept the records provided by Section 30-144, Idaho Code, and that Aqua Life, Inc. is a legal CORPORATION qualified to do business in the State of Idaho under the laws of the State of Idaho.

/s/ Kenneth S. Ellis

Subscribed and sworn to before me this 16th day of May, 1980

/s/ Barbara J. Johnson

Notary Public
Residence Buhl

My Commission Expires Sept 1983

MICROFILMED

WEAVER & DYKAS

Attorneys at Law

130 NORTH BROADWAY

BUHL, IDAHO 83316



Department of Water Resources
450 West State
Boise, Idaho

Attention: Jan Grover

MICROFILMED

May 1, 1980

D. Brent Martens
Hepworth, Nungester & Eelton
1020 Main, Box 589
Boonville, Idaho 83316

Dear Mr. Martens,

RE: Permit No. 36-7538

Before we can process the extension request recently received for the above referenced permit, additional information is needed.

Enclosed is an Affidavit to Establish Residence for the State of Idaho. These forms are required of all applicants when they apply for a permit to appropriate water for power purposes. When Wes and Myriel Trounson applied they completed this form, however, when it was assigned to Aqua Life, Inc. this form was not completed, nor were any documents submitted stating Aqua Life is qualified to do business in and under the law of the State of Idaho as required in Sections 42-206 and 42-207, Idaho Code.

Therefore, these documents must be submitted before any action can be taken on the extension request. Please submit these on or before the date set for proof, June 1, 1980.

If you have any questions, please contact us.

Sincerely,

JAN GROVER
Water Rights Supervisor

JG:mr

Enclosure

MICROFILMED

FROM

Men S

DATE 4-17-80

TO

Jan G

SUBJECT

Please correspond w/ the Aqua
Life atty & advise that an affidavit
to est. res is req'd from Aqua
Life (Re 42-206 I.C.) since the permit
involves a power use. ~~Then~~ After
receipt, we can act on the
ext request.



SIGNATURE

MICROFILMED

RECEIVED

LAW OFFICES

HEPWORTH, NUNGESTER, AND FELTON

PROFESSIONAL CENTER — 1020 MAIN

Post Office Box 589

BUHL, IDAHO 83316

TELEPHONE (208) 543-4368

APR 10 1980

Department of Water Resources

JOHN C. HEPWORTH
WM. L. NUNGESTER
MICHAEL H. FELTON
D. BRENT MARTENS
JEFFREY E. ROLIG
JOHN T. LEZAMIZ
JOHN C. HOHNHORST

April 9, 1980

TWIN FALLS OFFICE
Twin Falls Bank & Trust Building
Post Office Box 389
Twin Falls, Idaho 83301
Telephone (208) 734-7510

OUR FILE NUMBER

1326

State of Idaho
Department of Water Administration
Statehouse
Annex 2
Boise, ID 83707

Re: Water Permits No. 36-7537 and 36-7538

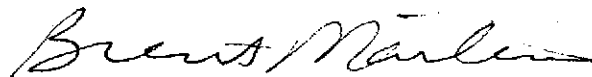
Gentlemen:

Enclosed find an Application for Extension of Time as concerns each of the two Water Permits referred to above.

If anything further is needed to complete action on each of the applications, please advise.

Very truly yours,

HEPWORTH, NUNGESTER & FELTON



D. Brent Martens

DBM:kr
Enclosure

cc: Charles C. Shaw
J. Robert Alexander
Robert C. Weaver

MICROFILMED



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 384-2215

March 31, 1980

101500

Aqua Life, Inc.
Route 3, Box 50
Buhl, ID 83316

Gentlemen:

One of the conditions of approval of your water Permit No. 36-7538 was that evidence of the extent of development must be submitted to this office on or before June 1, 1980. (See last page of your approved permit). Enclosed is a post card which may be used to submit the required proof of beneficial use.

If you have not fully completed your project, and you have not previously received an extension of time, you may request an extension of time provided the delay is for reasonable cause as indicated in Section 42-204, Idaho Code, amended. If you have been prevented from proceeding by a governmental agency or by litigation, more than one extension of time can be granted.

Either the beneficial use post card or a request for an extension of time must be received by this Department on or before the above mentioned date, otherwise, the permit will lapse and be of no further force or effect within 60 days.

Sincerely,

RITA FLECK
Sr. Secretary

Enc: 1

MICROFILMED

November 14, 1979

Re: Permit Nos. 36-7537 & 36-7538

Aqua Life, Inc.
Rt. #3, Box 50
Buhl, ID 83316

Gentlemen:

This office acknowledges receipt of the assignments conveying the above referenced permits to you. The assignments have been entered into the Department's records.

Enclosed for your records are copies of the permits and a copy of an order changing the measuring device requirement for permit no. 36-7537.

Sincerely,

JAN GROVER
Water Rights Supervisor

JG:pb

Enclosures

MICROFILMED

June 25, 1975

Re: Permit No. 36-7538

Wes & Myriel Trounson
Route 2
Wendell, ID 83355

Dear Mr. Trounson:

Enclosed is a copy of your approved Application for Permit No. 36-7538 . We direct your attention to the conditions of approval as listed on the fourth page.

Be sure to note that a special condition requiring you to install and maintain a measuring device at your point of diversion has been placed upon your permit. We are enclosing a letter describing different types of measuring devices accepted by this office.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:jfr

Enclosures

MICROFILMED

DEPARTMENT OF WATER RESOURCES
- STAFF ANALYSIS -

Item Initial Date

Application No. 26-7538
Wes & Myrell Tounson

☒ Source
☒ Point of Diversion
☒ County
☒ Quantity of Water and Period of Use
☒ Description of Diverting Works
☒ Time required for B/U of water
☒ Place of Use or Acres Irrigated
☒ Map
☒ Signature
☐ Fee

(1) GLF 4-17-75

In form to receipt

(2) GLF 4-17-75

Send Copies to:

☐ Idaho State Health Department
☐ Idaho Fish and Game Department
☐ Bureau of Land Management

(3) GLF 4-17-75

☐ Request Special Use Permit from U.S.F.S.
☐ Request Easement from B.L.M.
☐ Request Information from Applicant

(4) GLF 4-17-75

In form for advertising

(5) _____

Platted on Map No. _____

(6) _____

Located within Water District No. _____

(7) _____

Critical groundwater area: yes _____ no _____

(8) _____

Groundwater levels:

_____ Declining, _____ Stable, _____ Increasing

(comment) _____

(9) _____

Other rights on the same place of use

(10) _____

Comments: _____

(11) CC 5-20-75

Affidavit of Publication received(date) 5-20-75

(12) _____

Final date for protests 5-12-75
Protests received: yes _____ no ☒

(13) _____

All requested information received from agencies or applicant: yes ☒ no _____

(14) _____

Action recommended:

☒ Approve _____ Deny

Proposed Priority 4-16-75

Reason for Reduction _____

☒ Measuring device required

See attached sheet for other conditions of approval

No special conditions for approval

(15) District Touther

By Bob Haynes Date 6-23-75

MICROFILMED

Wendell, Idaho 83355

17 June 1975

Mr. Bob Haynes

36-7538

Department of Water Resources

1041 Blue Lakes Blvd. North, Twin Falls, Idaho 83301

Dear Mr. Haynes:

I am enclosing the papers and documents that you requested in your letter of May 21st.

1. Enclosed is the letter from the Idaho 1st National Bank stating my financial responsibility.

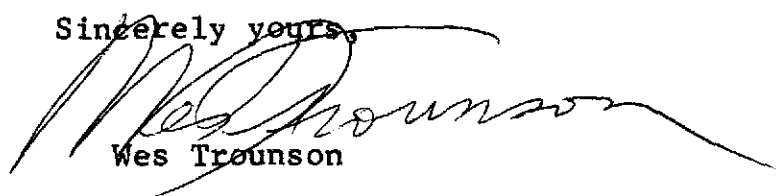
2. A preliminary design and plans are enclosed with the following explanation: A copy of the Conservation Agreement between the Gooding Soil Conservation District and us. Detailed plans will be drawn up by the District Engineer this summer and fall. I am enclosing supplemental maps which I am also furnishing the Soil Conservation District.

3. Thirty cubic feet per second of water is necessary for a reasonable fish operation. Larger fish operations such as Clear Lakes Trout, Clear Springs Trout, 1000 Springs Trout, etc are in the hundred of feet (CFS)

4. The following is the estimate of schedule: The Soil Conservation District will work on the engineering during the summer and fall of 1975. Construction is planned during the year of 1976. It must be noted that much of the diversion and ditches are already in use from the many years of former use by us. Full operation definitely will be made prior to the five year permit application.

We will work closely with your office at all times in improving the land and the use of the water. Thank you for your help.

Sincerely yours,


Wes Trounson

RECEIVED
JUN 22 1975
FBI - TWIN FALLS



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
SOUTHERN DISTRICT

Cecil D. Andrus
Governor

R. Keith Higginson
Director

1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301
(208) 734-3578

May 21, 1975

RE: Application No. 36-7538 - Wes &/or Myriel Trounson

Mr. Wes Trounson
Route #2
Wendell, Idaho

Dear Mr. Trounson:

In order to further consider your application for permit, we will require additional information not included with the above referenced application as follows:

1. A letter from a financial institution showing that you are financially able to complete the project as described in the application. (Section 42-203 of the Idaho Code)
2. A preliminary design of the hatchery facilities, indicating the size of raceways, general layout, the size of pipelines or other diversion works and such other information as will fully describe the method and means of diversion and verify the need for the quantity of water requested.
3. A justification, based upon the preliminary design and the estimated production of the hatchery, for the amount of water requested.
4. An estimated schedule of construction, giving dates for the start of construction, the finish of construction, and the date that full operation of the hatchery is anticipated.

You should be aware that all applications, if approved, will require the installation and maintenance of adequate measuring devices both at the point of diversion and the point of return of the water. These devices must be of a type approved by the Department; they can be of any generally recognized standard measuring device type. You should include the installation of these devices in your preliminary plans for construction.

We would appreciate receiving this information on or before June 20, 1975. Thank you for your cooperation in this matter.

Sincerely,

BOB HAYNES
Southern District Engineer
BH:cc

UNRECORDED



WENDELL OFFICE

June 6, 1975

Bob Haynes
State of Idaho
Department of Water Resources

Re: Application No. 36-7538
Wes and Myriel Trounson

Dear Mr. Haynes:

I have received Wes and Myriel Trounson's application No. 36-7538. From my position I feel the applicants are financially able to handle this project within the scope of their own personal resources.

Mr. Trounson has dealt with this office for a number of years and all dealings have been handled in a very satisfactory manner. We feel his financial and moral risk to be excellent.

Sincerely,

A handwritten signature in cursive script, appearing to read "Loren J. Graham".

Loren J. Graham
Manager - Wendell Office

LJG:eb

/

RECORDED



Gooding Soil Conservation District

Box 514 • Gooding, Idaho 83330

CONSERVATION AGREEMENT Between GOODING SOIL CONSERVATION DISTRICT and

Trounson-Sheldon Properties, COOPERATOR

I understand the purpose of the Gooding Soil Conservation District, its objectives and program. I apply for assistance to help me develop a conservation farm plan and apply the needed soil and water conservation practice on my land.

THE DISTRICT AGREES:

To provide technical assistance in making soil and engineering surveys and necessary data needed to develop a conservation farm plan.

To provide the farmer with a copy of the conservation farm plan which includes a copy of the soil survey and land capability map, conservation plan map, and a record of the cooperator's decisions for improvement field by field.

When requested, the District will provide technical assistance in helping apply the soil and water conservation practices and making any necessary revisions of the plan.

THE FARMER AGREES:

To develop as rapidly as feasible, with the assistance of the local District, a conservation farm plan for all his farm.

To carry out his plan to the best of his ability by applying the soil and water conservation practices as rapidly as his resources will permit.

This agreement will remain in effect until either party gives written notice of cancellation or there is a change in ownership.

Total Farm Acreage: 240; Cropland _____, Irrig. Grazing _____, Dry Grazing _____.

Wendell
Signature of Cooperator (Farmer)

11 June 1975
Date

Wendell, Idaho
Mailing Address 83355

The Gooding Soil Conservation District agrees to the above when a member of the Board signs below.

Gene Morris
Signature of District Supervisor

6-12-75
Date

DESCRIPTION OF FARM:

3,4,9,10
Section _____ Township 9 S Range 14 EBM Agreement No. _____ Photo _____

#2

May - 1975

CONSERVATION PRACTICE COST-SHARING NOW AVAILABLE

You may file your application for conservation work under the 1975 Conservation Program now, for Spring work only.

NO COST SHARING IS AVAILABLE IF YOU HAVE STARTED OR COMPLETED ANY WORK BEFORE YOU MAKE APPLICATION.

We will take applications for work to be started this fall at a later date.

The practices approved for cost-sharing in Gooding County are:

- ✓ Water Impoundment Reservoirs
- ✓ Reorganizing Irrigation Systems
- Animal Waste Storage and Diversion Facilities

The limitation of cost-shares is 50% of the cost, not to exceed \$2,500.00 per farmer. Technical assistance for all practices will be furnished by the Soil Conservation Engineers, so please check with them so you will have the proper design and regulations.

Loans are still available for farm storage bins. If you need more storage check with us at the County Office.

Any changes in farm ownership, leases, or rentals should be reported to the ASCS Office, so that we are able to maintain an accurate record of farming units.

Forrest L. Bristow
Forrest L. Bristow
CED Gooding County

R-A

MICROFILMED

UNITED STATES DEPARTMENT OF AGRICULTURE
GOODING COUNTY ASCS OFFICE
130 4th Ave. West
Gooding, Idaho 83330

POSTAGE AND FEES PAID
U. S. DEPARTMENT OF AGRICULTURE
AGRI - 101

BULK - THIRD CLASS

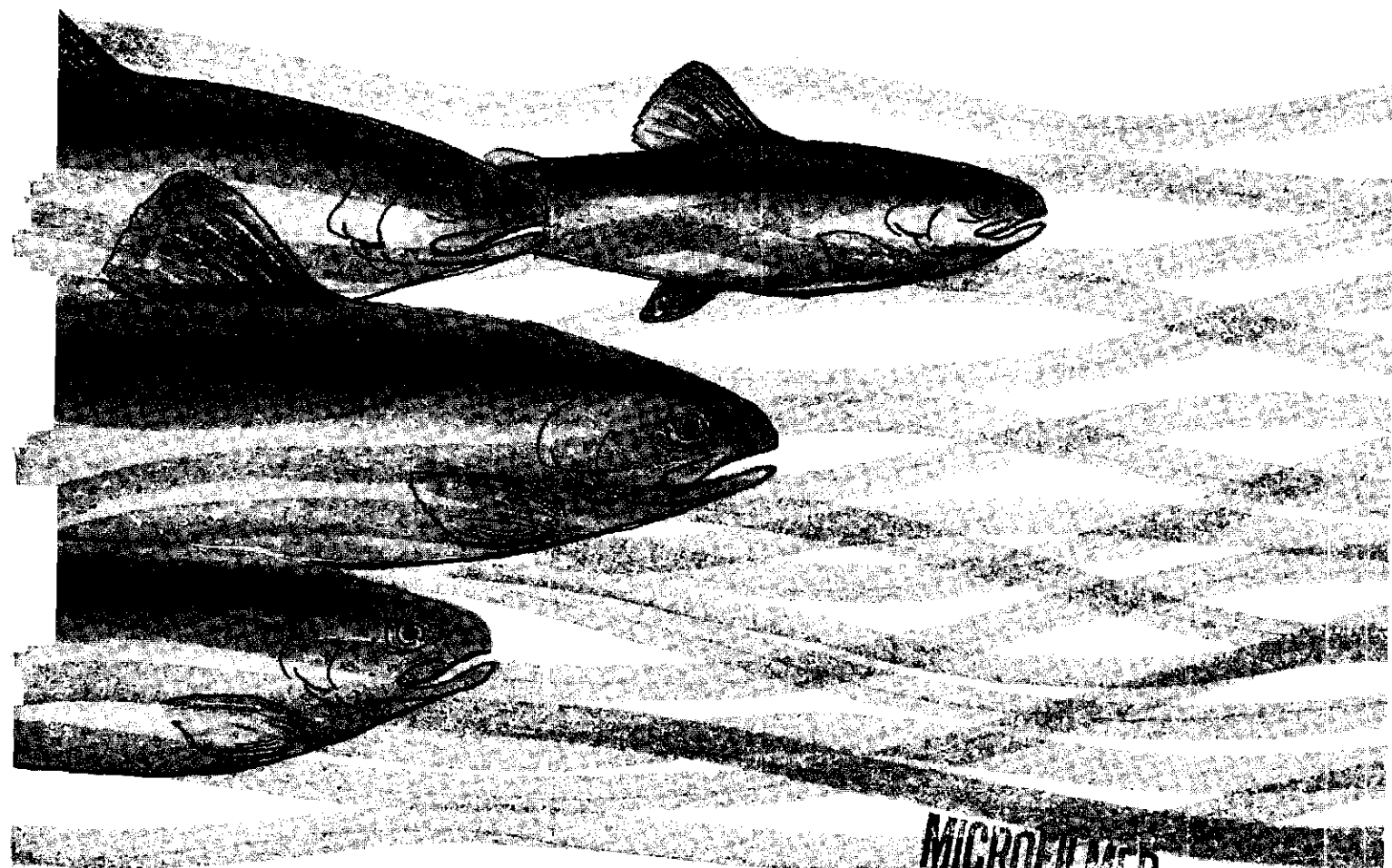
519 10 7209 8

665 WES TROUNSON
D RR 2 K-17
ON WENDELL IDA 83359

TROUT FARMING

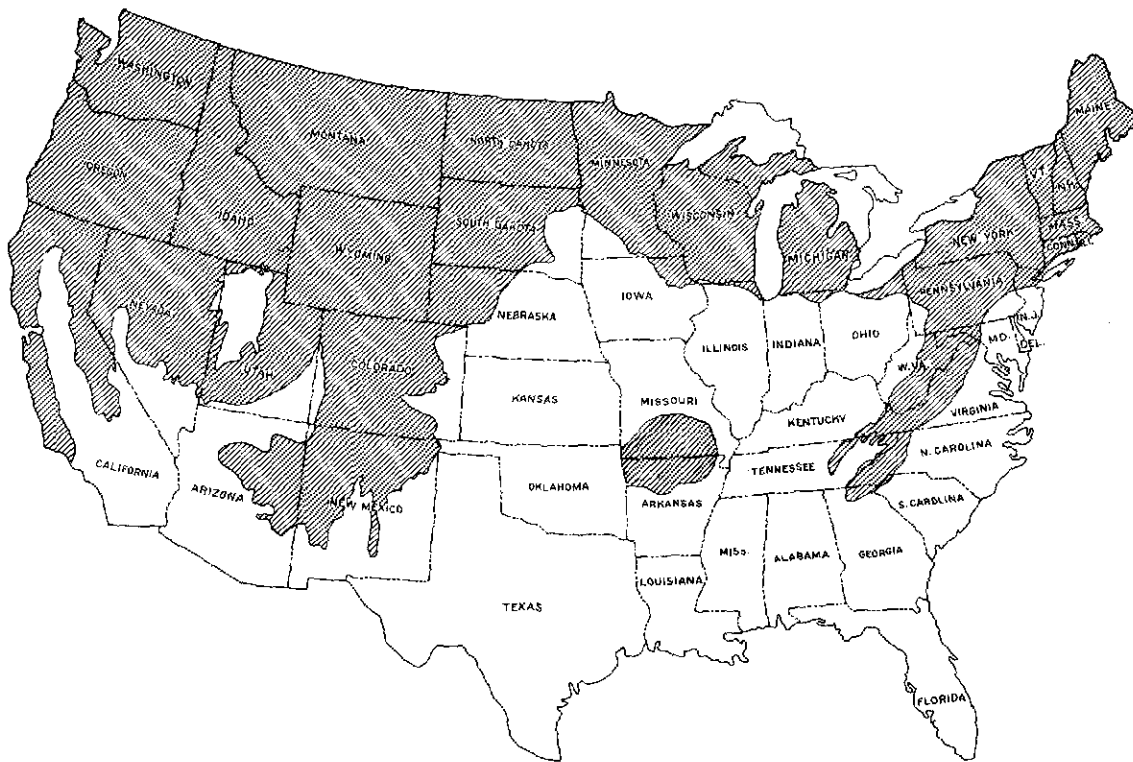
could trout farming
be profitable for you?

COUNTY EXTENSION AGENT
624 MAIN, COURTHOUSE
GOODING, IDAHO 83330



MICROFILMED

2-3



The hatched part of the map represents the areas where trout farming is most likely to be successful. At any elevation or in any latitude, raceways and ponds fed by cold springs or cold-water wells may be suitable for trout farming.

Evaluate your resources for trout farming

Do you have—

The right kind of water?

The right kind of land?

The right location for marketing your fish?

The necessary labor and supervisory assistance?

If so, trout farming may offer another opportunity for profitable use of your land and water.

The U.S. Department of Agriculture (USDA) has representatives in your area who can help you plan and establish a fish-farming operation and related recreation uses. If you need financial help in getting started, you may be eligible for Federal low-interest loans.

TROUT FARMING

By Paul M. Scheffer, *biologist* (Retired),
and L. Dean Marriage, *fisheries biologist*,
Soil Conservation Service

Trout farming is the business of producing and selling high-quality trout or trout eggs. Many farmers and ranchers are increasing their income by raising trout and providing related outdoor recreation services. For some, trout farming is a sideline; for others, it is the main source of income. For both, it requires intensive management.

A trout-farming enterprise can consist of one or more of four kinds of commercial fish culture. These are:

1. Operating a fish-out pond. Eight-inch and larger trout are stocked in a pond and fished by anglers for a fee. Some operators lease fishing privileges on an annual basis.
2. Rearing fingerlings (small trout) to market-size fish. Fingerlings are grown in raceways until they are about 8 to 14 inches long. Raceways generally are narrow, rectangular structures 80 to 100 feet long with flowing water 2 to 3 feet deep. Production ponds of other shapes have also been successful. One raceway usually spills into another in a series of two or more stairlike structures. The raceways can be excavated waterways or can be built of concrete or concrete block. Each must have water-control structures, preferably of concrete.
3. Producing fingerling-size trout. Eyed eggs are held until hatched in special trays of running water. Several days after hatching, the small fish, or fry, are transferred to rearing ponds or raceways where they grow to fingerling size—1 to 6 inches.
4. Producing eyed eggs. This requires rearing and holding adult trout in special ponds until the spawning season. The eggs are then stripped from the females and fertilized. The eggs are called eyed eggs when the eyes of the embryonic trout become visible—usually within 2 or 3 weeks after fertilization.

Income From Your Trout Farm

Income from your trout farm might come from one or more of the following:

Operating a fish-out pond. People come to your pond to fish. They pay for their catch by the inch or pound. You restock as needed to provide successful fishing. The area around the pond can be used for picnicking, bird watching, camping, hunting, or as a trailer park. These uses can be profitable.

Selling fry, fingerlings, or larger live fish for stocking trout farms, private ponds, or other waters.

Selling freshly dressed fish to local markets or restaurants. In a large-scale operation, dressed trout are usually frozen-packed. Fish from small trout farms may be sold to larger operators for packaging and marketing. Processing of fish is closely regulated by state and federal laws, and the market often demands fish of a specific size.

Selling eyed eggs. Many farmers start the season's production with fertile eggs bought from a commercial fish breeder. Fish eggs can be air shipped in special containers to almost any part of the country.

Suitable Water

Most commercial trout farms use raceways that have a reliable, year-round flow of high-quality water from springs, wells, or streams.

The water source should be carefully studied. These standards must be met:

Temperature.—Water between 50° and 65° F. is ideal for best growth and greatest economic returns. Water of 46° to 55° F. is the most suitable for hatching trout eggs.

Oxygen.—Water must have at least 5 parts per million (ppm) of dissolved oxygen; 7 ppm is the minimum where eggs are hatched.

Hardness.—Hard water (50 to 250 ppm dissolved solids or more) produces trout more economically than soft water—management problems are fewer.

Water must be free of harmful gases, minerals, or other pollutants. And diseases from wild fish in the water supply can be a serious problem.

The number of trout that can be raised each year is determined by the volume and quality of the water flowing through the raceways. Annual production from a well-managed trout fishery having high-quality water is about 10,000 pounds for each cubic foot per second (cfs)—450 gallons per minute (gpm)—of water flow in a temperature range of 50° to 65° F. Thus, a flow of 5 cfs (2,250 gpm) of good-quality water should produce 50,000 pounds of trout a year.

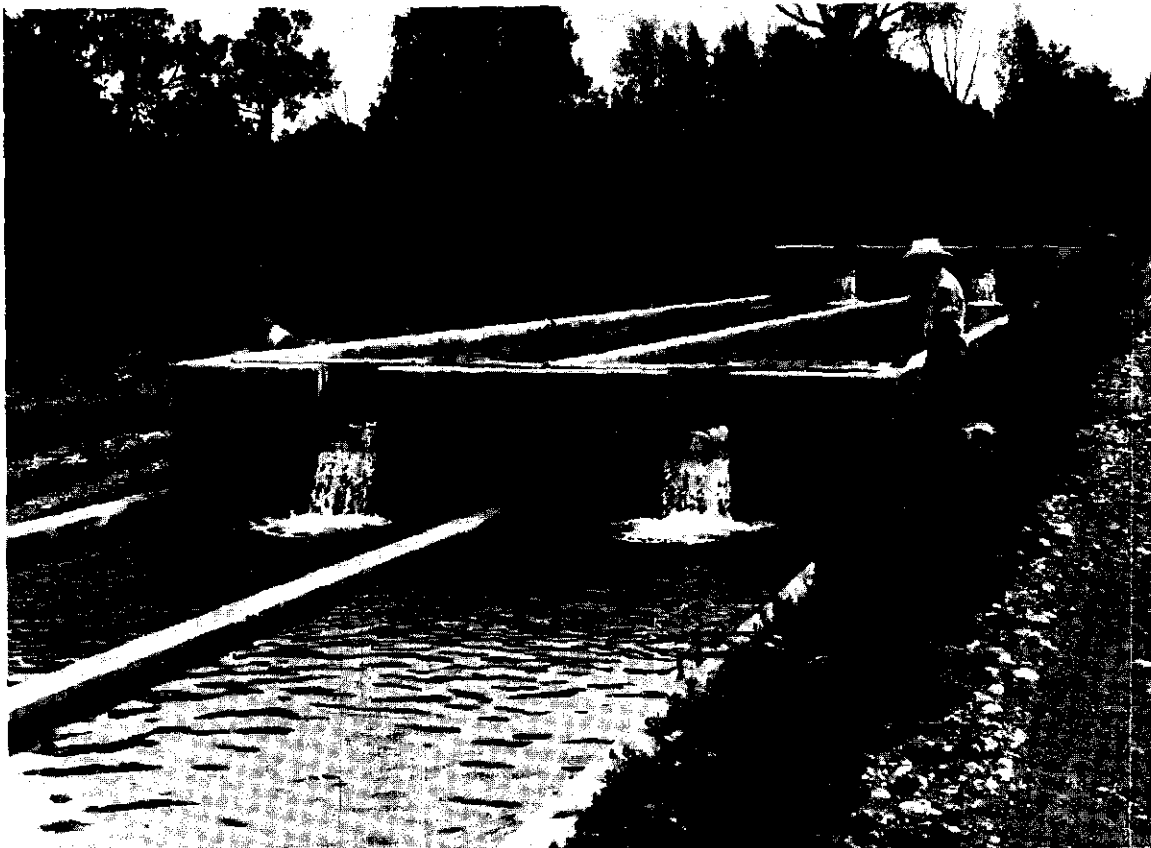
These estimates are based on data from established trout farms where raceways are designed for at least one complete exchange of water per hour. In some raceways, two exchanges may be necessary.

A trout farmer could successfully raise trout with less than one exchange of water per hour, but usually production is lower and chance of disease is higher.

During his first or second season an inexperienced operator would produce probably no more than 6,000 to 8,000 pounds of trout per cubic foot of water flow (450 gpm).

Suitable Land

To keep raceway costs at a minimum, select a site that has a slope of 1 to 3 percent. Make certain that soils at the site of an excavated raceway or pond hold water. If seepage is excessive, the site is not suitable. And the site for concrete or concrete-block raceways must be safe for such construction.



Trout are raised efficiently to market size in raceways.

A Market For Your Fish

Marketing trout is highly competitive. If all your fish cannot be marketed locally, consider associating with other trout farmers in a cooperative marketing venture.

Who will buy your fish?

Is there a local demand for live trout for stocking fish-out ponds or private ponds?

Is there a local or regional market for fry or fingerlings?

Is there opportunity to contract for the production of fish or eggs with the state fish and game agency?

Is there a regional market for eyed eggs?

Are there local supermarkets, hotels and motels, or restaurants that might buy your fish?

Can contract arrangements be made with a local processing plant to handle your fish?

Will people come to your fish-out pond?

Do you like to deal with the public?

Cities and towns are an important source of customers. Are you within a reasonable driving distance of cities of 25,000 or more people?

Are you near heavily traveled tourist routes or major recreation areas?

What is the possibility of leasing your fish-out pond and other recreation facilities to an organized group?

Can you meet the competition from public fishing waters or other fish-out ponds in your area?

Are there good roads to your pond?

Is your pond in an attractive and natural setting?

Is your land adaptable to other kinds of outdoor recreation that would be profitable to develop?

Are you in an area where weather permits only seasonal operation?

Cost and Profit

To determine the cost of producing trout, first, figure the cost of permanent buildings and other facilities amortized for the estimated life of the structures at an appropriate interest rate. Then, add the annual expense of operating and maintaining the fishery.

The total is annual operating cost. This figure divided by pounds of fish that are raised gives cost-per-pound of producing trout.

Here is an example of estimated production costs figured by this method:

The estimated minimum cost of constructing a small hatchery and storage shed and three earthen raceways is \$3,600.

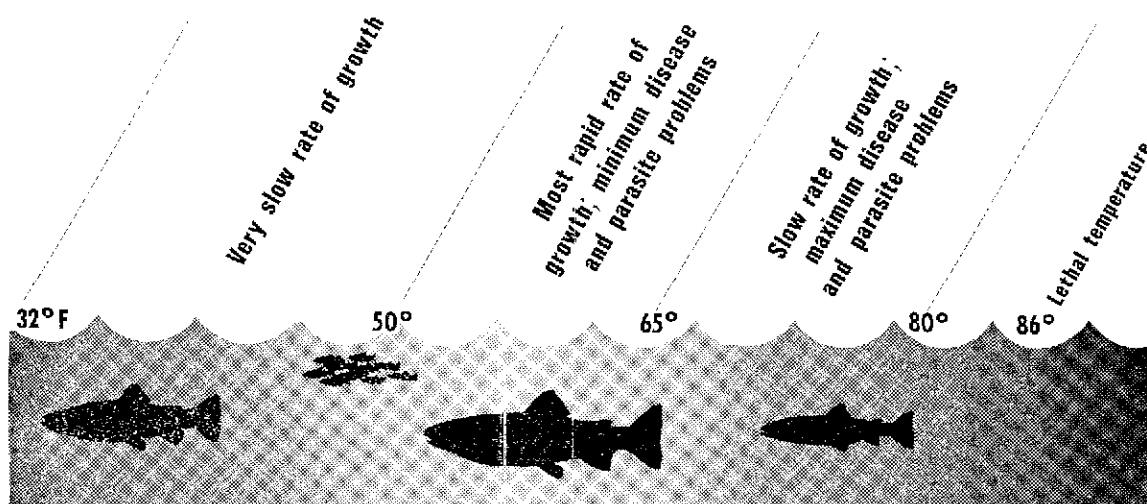
With a flow of 1 cfs (450 gpm) of good-quality water from a natural spring, the annual production capacity of this fishery would be about 30,000 10-inch trout weighing 10,000 pounds.

The \$3,600 initial cost, amortized over a 20-year period at 6 percent, gives an annual amortization cost of almost \$314. Add to this an estimated \$3,150 cost of eyed eggs, fish food, labor, insurance, taxes, license, advertising, utilities, and other annual operation and maintenance items.

Amortized initial cost	\$314.00
Annual operation and maintenance costs	3,150.00

Total estimated annual
cost \$3,464.00

Trout thrive and are most economically raised in water ranging from 50° to 65° F.



This figure divided by 10,000 (pounds of trout) gives a rounded production cost of \$0.35 per pound of trout. Net profit is determined by subtracting operating costs from gross sales.

The estimates that follow give the break-even point from the 10,000 pounds of trout produced in the trout-farming operation used in the hypothetical example. They are not to be considered as a guarantee of profit for prospective trout farmers.

Operating a fish-out pond

Production costs, 10,000 pounds at \$0.35 per pound	\$3,500.00
Cost of fish-out pond operation	2,000.00
Total production and operation costs	\$5,500.00

At a fee of \$1.25 per pound, 4,400 pounds of fish must be caught to cover all costs. Poundage caught in excess of that amount would be profit.

It is not likely that all trout can be taken from the pond by hook and line. Uncaught fish can be removed by other means and sold to fishermen or local markets.

Selling to frozen-pack processors

Production costs, 10,000 pounds at \$0.35 per pound	\$3,500.00
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At \$0.45 per pound—average market value of live trout delivered for frozen-pack processing, 7,777 pounds must be sold to break even.

Selling to fresh-fish markets

Processing and marketing costs add \$0.15 per pound	
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to the \$0.35 production cost for a total cost of \$0.50 per pound (10,000 pounds)	\$5,000.00
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Dressed trout have a market value of about \$0.80 per pound. About 6,250 pounds of dressed fish must be marketed to cover costs. Trout dress out about 80 percent of live weight.

These estimates are based on trout production from a water flow of 1 cfs (450 gpm). With a greater volume of water and efficient management, it should be possible to produce trout at less cost and greater profit. Some small trout farms are profitably operated with less than 1 cfs flow of water.

Selling as eyed eggs or fingerlings

Eyed trout eggs usually sell for \$3 to \$5 per thousand, about twice the average cost of producing them. The retail value of fingerling trout ranges from \$35 per thousand for 2-inch fish to \$250 or more for 7-inch fish. The margin of profit here depends on the efficiency of operating the hatchery and raceway.

Where Can You Get Help?

Seek the advice of trout-farming organizations and visit fish farmers and state or federal fish hatcheries in your area. Contact the state fish and game agency for license requirements.

Also you can apply to USDA for help in planning, constructing, and financing certain phases of your trout-farming enterprise or recreation developments.

USDA can help—

Check the suitability of your soils and water for fish production or recreation use. Design your hatchery, raceways, fish-out

pond, and water-control system
Locate sites and prepare a layout for your
outdoor recreation developments.

Develop an operation and management plan
for your trout fishery.

This assistance is provided through
your local soil and water conservation
district by the USDA Soil Conservation
Service.

Identify market possibilities and provide in-
formation on fisheries management.

Contact the local representative of the
USDA Federal Extension Service.

Develop finance and management plans for
your recreation enterprise.

Arrange a loan to buy and develop land,
construct buildings and facilities, and pay
operating expenses for outdoor recreation
enterprises.

Contact the local representative of the
USDA Farmers Home Administration.

If you are interested in trout farming, ask yourself the following questions.
Your answer must be "yes" to most of them, if your trout farm is to be
successful.

Site and location—

Do I have enough water of the right temperature and quality for
one or more phases of fish farming?

Are the soils on my property suited to this kind of land use?

Is my location suitable for the operation of a fish-out pond?

Are there opportunities for developing other profitmaking out-
door recreation facilities on my property?

Is there a market for trout in my area—

Through fish-out ponds?

As fry, fingerlings, or for stocking private ponds?

As fresh-dressed fish?

For frozen-pack processing?

As eyed eggs?

Is there opportunity or need for cooperative trout processing and
marketing in my area?

November 1969

U. S. GOVERNMENT PRINTING OFFICE : 1969 O - 356-504

For sale by the Superintendent of Documents, U.S. Government Printing Office
Washington, D.C. 20402 - Price 10 cents

May 21, 1975

RE: Application No. 36-7538 - Wes & Myriel Trounson

Mr. Wes Trounson
Route #2
Wendell, Idaho

Dear Mr. Trounson:

In order to further consider your application for permit, we will require additional information not included with the above referenced application as follows:

1. A letter from a financial institution showing that you are financially able to complete the project as described in the application. (Section 42-203 of the Idaho Code)
2. A preliminary design of the hatchery facilities, indicating the size of raceways, general layout, the size of pipelines or other diversion works and such other information as will fully describe the method and means of diversion and verify the need for the quantity of water requested.
3. A justification, based upon the preliminary design and the estimated production of the hatchery, for the amount of water requested.
4. An estimated schedule of construction, giving dates for the start of construction, the finish of construction, and the date that full operation of the hatchery is anticipated.

You should be aware that all applications, if approved, will require the installation and maintenance of adequate measuring devices both at the point of diversion and the point of return of the water. These devices must be of a type approved by the Department; they can be of any generally recognized standard measuring device type. You should include the installation of these devices in your preliminary plans for construction.

We would appreciate receiving this information on or before June 20, 1975. Thank you for your cooperation in this matter.

Sincerely,

BOB HAYNES
Southern District Engineer
BH:cc

RECEIVED

April 17, 1975

RE: Application For Permit No. 36-7538 - Wes &/or Myriel Trounson

Gooding County Leader
Box 56
Gooding, Idaho 83330

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Sincerely,

BOB HAYNES
Southern District Engineer

Bill submitted: 5-20-75 CC

MICROFILMED

**NOTICE OF APPLICATION
FOR WATER PERMIT**

Notice is hereby given that Wes and/or Myriel Trounson Route 2, Wendell, Idaho has on 4-16-75 submitted Application No. 36-7538 for a permit to appropriate 30. cubic feet per second of water from Briggs Springs by means of ditches and pipe to hatchery facilities, and power plant within the NE $\frac{1}{4}$ -SW $\frac{1}{4}$, Sec. 3, T 9S, R 14E, B.M. Gooding County; NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 3, Twp. 9S, Rge. 14E, B.M. to be used from January 1-December 31 (Fish Propagation and Power) within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 3; Gov't. Lot 13 (NE $\frac{1}{4}$ SE $\frac{1}{4}$) Sec. 4, T 9S, R 14E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho, 83301 on or before May 12, 1975.

R. KEITH HIGGINSON
Director

Pub: 4-24; 5-1.

O.K.C.
4-23-75

RECEIVED
APR 23 1975
IDAHO DEPARTMENT OF
WATER RESOURCES

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that WES &/or MYRIEL TROUNSON

Route #2, Wendell, Idaho

has on 4-16-75 submitted Application No. 36-7538

for a permit to appropriate 30. cubic feet per second ~~xxxxxx feet per second~~

of water from Briggs Springs

by means of Ditches & pipe to hatchery facilities, and power plant,

within the NE $\frac{1}{4}$ SW $\frac{1}{4}$, sec. 3, T 9S, R 14E, B.M. Gooding County; NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 3,

Twp. 9S, Rge. 14E, B.M.

to be used from January 1 - December 31 (Fish Propagation & Power)

~~for~~

within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 3; Gov't. Lot 13 (NE $\frac{1}{4}$ SE $\frac{1}{4}$) Sec. 4, T 9S, R14E, B.M.

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R. KEITH HIGGINSON

Director

Published in the Gooding County Leader

on 4-24 and 5-1-75

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